Date Filed: 5/7/2019

Notice of Proposed Submission and Request for Consent by:

SETON MEDICAL CENTER, ST. FRANCIS MEDICAL CENTER, AND ST. VINCENT MEDICAL CENTER

in Connection with its Asset Purchase Agreement

with

STRATEGIC GLOBAL MANAGEMENT, INC.

NELSON HARDIMAN
HEALTHCARE LAWYERS

Prepared for the Office of the Attorney General

California Department of Justice
Charitable Trusts Division

May 7, 2019

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May 7, 2019

VIA FEDEX - OVERNIGHT

Scott Chan
Deputy Attorney General
California Department of Justice
Office of the Attorney General
Charitable Trusts Section
455 Golden Gate Ave., Suite 11000
San Francisco, CA 94102

Re: Verity Health System of California, Inc. Notice of Proposed Transfer
St. Francis Medical Center, St. Vincent Medical Center, and Seton Medical Center and Request for Consent

Dear Mr. Chan:

Pursuant to California Corporations Code Section 5914 and Title 11 of the California Code of Regulations, Sec. 999.5, Verity Health System of California, Inc. ("VHS") hereby provides notice to, and requests written consent from, the California Office of the Attorney General (the "AG") for the proposed sale (the "Transaction") of the assets of St. Francis Medical Center, St. Vincent Medical Center (including its St. Vincent Dialysis Center ("SVDC")), and Seton Medical Center (collectively the "Hospitals") to Strategic Global Management, Inc. and/or one or more of its affiliates (collectively "SGM").[1] As outlined in greater detail below, the sale to SGM described in the enclosed notice (the "Notice") is critical in order to ensure that the Hospitals survive the current financial challenges facing them, while being preserved as providers of essential health care services to the communities they serve.

As we have discussed, the Asset Purchase Agreement ("APA") signed by the parties in connection with the Transaction, contains a detailed provision that requires SGM to close on the Transaction provided the conditions imposed by the AG are "substantially consistent" with the conditions outlined in Schedule 8.6. As outlined in Schedule 8.6 to the APA, with limited

[1] VHS hereby reserves the right to challenge any conditions imposed by the AG upon completion of its review of this submission, including the renewal of the conditions previously imposed in connection with the 2015 transaction involving the VHS predecessor. Pursuant to the Bankruptcy Court's Tentative Ruling enclosed herein as Exhibit 2 to the VHS response to Section 999.5(d)(1)(B), VHS is not, through this request, waiving its right or ability to later assert that the Hospitals may be sold free and clear of conditions imposed by the Attorney General under § 363(f) of the Bankruptcy Code.

exceptions and adaptations to conform to the present Transaction and parties, SGM has agreed to honor the applicable existing conditions contained in the AG's Decision dated December 3, 2015, conditionally consenting to the proposed change in governance and control of Daughters of Charity Ministry Services Corporation and Daughters of Charity Health System (the "Prior Conditions") for a term that coincides with the remaining term applicable to each condition.

Given the modifications to the Prior Conditions described on Schedule 8.6, VHS hereby requests that the AG review this Notice as a hybrid submission, as both (i) a request for approval of the pending sale to SGM under California Corporations Code Section 5914; and concurrently (ii) a request to amend the Prior Conditions as permitted under Title 11 of the California Code of Regulations, Sec. 999.5(h). This approach is critical given the untenable and unforeseeable financial condition the Hospitals find themselves in today, in part because of the costs and challenges associated with the conditions imposed by the AG in December of 2015.

As contemplated by Sec. 999.5(h), modifications to the Prior Conditions are appropriate as a result of the change in circumstances impacting the Hospitals that could not have reasonably been foreseen at the time of the AG's original action. There has been a material change in market factors and circumstances since 2015 (including VHS' current bankruptcy and the significant reduction in the population in need of charity care in California since implementation of the Affordable Care Act).

As described in more detail in the Notice, VHS specifically requests that the AG: (1) modify and update the Prior Conditions governing the volume of charity care and community benefits provided by the Hospitals; (2) modify and update the Prior Conditions to credit SGM for the significant capital expenditures VHS has invested in the health system; (3) modify and update the Prior Conditions to eliminate the requirement that SGM maintain cancer care at the Hospitals in recognition of SGM's inability to access 340B drug pricing and the availability of sufficient cancer resources in the Hospital communities; and (4) modify and update the Prior Conditions to conform to the present Transaction and specific parties involved.

In order to ensure that the Transaction can close and in order to preserve the Hospitals as resources to the communities they serve, VHS also requests that the AG allow SGM to essentially stand in its shoes, with the term of the conditions that apply to SGM modified prospectively but continuing to run from the close of the BlueMountain Transaction. VHS believes this is necessary in order to ensure that the Transaction will close and in order to preserve the Hospitals as resources to the communities they serve.

1. **Background Information**

The Hospitals were originally sponsored by the Daughters of Charity of St. Vincent de Paul, Province of the West ("DCHS"), to support the mission of the Catholic Church through a commitment to providing care to the sick and poor. Beginning in the 1990s, while operated by the Daughters of Charity, the Hospitals were experiencing substantial operating losses due to, among other things, mounting labor costs, low reimbursement rates, and the ever-changing healthcare landscape. The Daughters of Charity explored numerous solutions to these financial challenges but ultimately, none were fruitful.

In October of 2014, DCHS entered in to an agreement with Prime Healthcare Services and Prime Healthcare Foundation (collectively "Prime") to sell the health system. In early 2015, the Attorney General consented to the sale to Prime, subject to conditions that Prime determined were too onerous and burdensome, resulting in the termination of the transaction.

In 2015, DCHS again marketed the health system for sale, and in July 2015, the DCHS Board of Directors selected BlueMountain Capital Management LLC ("BlueMountain"), a private investment firm, to recapitalize its operations and transition leadership of the health system to the new Verity Health System (the "BlueMountain Transaction"). In connection with the BlueMountain Transaction, BlueMountain agreed to make a capital infusion of $100 million to the hospital system, arrange loans for another $160 million to the health system, and manage operations of the health system, with an option to buy the health system at a future time. In addition, the parties entered into a System Restructuring and Support Agreement (the "Restructuring Agreement"), pursuant to which DCHS' name was changed to Verity Health System, and Integrity Healthcare, LLC ("Integrity") was formed to carry out the management services under a new management agreement. Under the Restructuring Agreement, VHS, O'Connor Hospital, St. Louise Regional Hospital, St. Francis Medical Center, St. Vincent Medical Center, Seton Medical Center, and Seton Medical Center Coastside were converted from religious corporations to public benefit corporations.

On December 3, 2015, the California Attorney General approved the BlueMountain Transaction, subject to numerous conditions, ranging in duration from 5 to 15 years. Generally, the terms of the Prior Conditions included: (1) limits on transfers of control; (2) maintenance of specific health services and specific bed counts; (3) required participation in Medicare and Medi-Cal programs, including required contracts with LA Care and San Mateo Health Plan; (4) required funding levels of community benefit programs; (5) required monetary levels of charity care; (6) required capital expenditures; (7) maintenance of certain county payor contracts; (8) requirements for local governing boards; (9) requirements for medical staff compliance; and (10) an annual attestation of compliance with the Attorney General conditions.

Despite BlueMountain's infusion of cash and retention of various consultants and experts to assist in improving cash flow and operations, the health system continued to operate with significant financial losses. Among other things, the Prior Conditions compelled the expenditure of millions of dollars to provide charity care even though the number of uninsured people in California and by extension those in need of charity care, had steadily decreased since implementation of the Affordable Care Act. The costs and operational limitations resulting from the Prior Conditions, coupled with the legacy burden of more than a billion dollars of bond debt and unfunded pension liabilities, an inability to renegotiate collective bargaining agreements or payor contracts, the continuing need for significant capital expenditures for seismic obligations and aging infrastructure, and the general headwinds facing the hospital industry, VHS was simply unable to turn the Hospitals around. This ultimately led to VHS and the Hospitals (along with other VHS-affiliated entities) filing voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code on August 31, 2018 in an effort to protect the original legacy of the Daughters of Charity to the maximum extent possible by retiring debt incurred over the past 18 years and freeing the hospital facilities and work force to continue to operate as hospitals under new ownership and leadership without the accumulated financial burdens of the past.

2. **Proposed Transaction**

After an extensive marketing and sale process, the VHS Board chose SGM as the stalking horse bidder because (i) SGM is a buyer who will maintain the healthcare characteristics of the Hospitals and SVDC and continue patient care for the communities served by the Hospitals, and (ii) SGM provided the best and highest purchase price for the assets. As outlined in Schedule 8.6 to the APA, attached to Section 999.5(d)(5)(H), with limited exceptions and adaptations to conform to the present Transaction and parties, SGM has agreed to honor most of the applicable Prior Conditions for a term that coincides with the remaining term applicable to each condition. The existing health care services provided at the Hospitals will remain largely unchanged as a result of this Transaction.

Importantly, by assuming most of the obligations contained in the Prior Conditions, SGM is committing to maintain and improve the health care services provided in the communities the Hospitals serve. Following the expiration of the remaining term of the Prior Conditions, SGM will evaluate what operational changes, if any, may be required or recommended in connection with the future viability of each of the Hospitals and the services provided.

3. **Timing and Anticipated Closing**

At this stage, the final Asset Purchase Agreement has been lodged with the Bankruptcy Court and an order approving the Transaction with SGM has been entered. In addition to preparing this submission, VHS and SGM are working cooperatively to prepare and file any required Hart-Scott-Rodino Act of 1976 filings as well as to submit change of ownership

applications and other filings so as to facilitate the re-issuance of licenses, permits and approvals to SGM and so that any other consents necessary to close the Transaction are obtained in an expeditious manner. The closing of the Transaction will occur as soon as reasonably possible upon satisfaction of each party's respective closing conditions, which we are targeting to occur sometime between July and September. We request the AG's prompt review of this request so as to help the parties close on the Transaction as soon as is reasonably possible. Given the significant amount of money the Hospitals are losing each day, the longer it takes for the sale to close, the greater the risk of the Transaction closing.

* * * *

Thank you for your assistance as we have prepared this submission. Please contact me at 310.651.9602 or hlevybiehl@nelsonhardiman.com if you have any questions or would like any additional documentation or information as the AG conducts its review.

Sincerely,

NELSON HARDIMAN, LLP

[redacted]

By: Hope R. Levy-Biehl

Title 11, California Code of Regulations, § 999.5(d)(1)

DESCRIPTION OF THE TRANSACTION

#2

Title 11, California Code of Regulations, § 999.5(d)(1)(A)

A full description of the proposed agreement and transaction

St. Francis Medical Center, St. Vincent Medical Center, and Seton Medical Center (the "Applicants") are submitting this application pursuant to California Corporations Code Section 5914 et seq. and California Code of Regulations, Title 11, Chapter 15, section 999.5. This application is not a waiver or admission by VHS (defined below) or the Applicants.

Please take note of the Bankruptcy Court Tentative Ruling attached to Section 999.5(d)(1)(B) as Exhibit 2 [Docket No. 2221], which states:

> The California Attorney General, the Debtors, the Consultation Parties (as defined in the Bid Procedures Order) and the Purchaser, reserve all rights, arguments and defenses concerning the California Attorney General's authority, if any, to review the Sale under California Corporations Code sections 5914-5924 and California Code of Regulations – Title 11, Chapter 15, section 999.5 and any conditions issued thereto.
>
> The [Bankruptcy] Court notes that, although the Debtors will submit to the Attorney General applications for transfer of the Hospitals pursuant to Cal. Corp. Code §§ 5914 et seq., the Debtors reserve the right to challenge any conditions imposed by the Attorney General upon completion of the review, including the renewal of the conditions previously imposed in connection with the 2015 transaction involving the Debtors' predecessor. The Court finds that the Debtors' election to participate in the regulatory process established by Cal. Corp. Code §§ 5914 et seq. does not waive their ability to later assert that the Hospitals may be sold free and clear of conditions imposed by the Attorney General under § 363(f) of the Bankruptcy Code.

I. General Background

A. Hospitals' Bankruptcy Filing

Verity Health System of California, Inc., a California nonprofit public benefit corporation ("VHS"), is the sole corporate member of the following California nonprofit public benefit corporations that operate three acute care hospitals, St. Francis Medical Center, St. Vincent Medical Center, and Seton Medical Center (including the Seton Medical Center Coastside campus) (collectively, the "Hospitals") and other facilities in the state of California. Seton Medical Center and Seton Medical Center Coastside operate under one consolidated acute care license. St. Vincent Medical Center is the sole corporate member of the St. Vincent Dialysis Center ("SVDC"), located on the St. Vincent Medical Center's campus. The assets of the Hospitals and SVDC are referred to herein as the "Assets." Please see the attached Declaration

of Richard G. Adcock In Support Of Emergency First-Day Motions [Docket Nos. 8 and 12] (the "Adcock Declaration") for more detail regarding VHS, which is attached to this Section 999.5(d)(1)(A) as **Exhibit 1.**

VHS also is the sole corporate member of O'Connor Hospital and St. Louise Medical Center, all of the assets of which were sold to Santa Clara County on February 28, 2019 (the "Sold Hospitals").

On August 31, 2018, VHS and the Hospitals (along with other VHS-affiliated entities) each filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code"). The cases (collectively, the "Bankruptcy Cases") are jointly administered under Case No. 18-20151 before the Honorable Ernest M. Robles, in the United States Bankruptcy Court for the Central District of California (the "Bankruptcy Court"). All documents related to the Bankruptcy Cases can be viewed and downloaded at kccllc.net/verityhealth.

As of June 30, 2018, VHS' consolidated unaudited financial statements reflected total assets of approximately $847,000,000, and total liabilities of approximately $1,278,000,000. Please see the attached Declaration of Anita Chou, Chief Financial Officer [Docket No. 32] (the "Chou Declaration"), which is attached to this Section 999.5(d)(1)(A) as **Exhibit 2.**

B. Historical Challenges[1]

The Hospitals were originally sponsored by the Daughters of Charity of St. Vincent de Paul, Province of the West (the "Daughters of Charity"), to support the mission of the Catholic Church through a commitment to the sick and poor. The Daughters of Charity began their healthcare mission in California in 1858 with the opening of Los Angeles Infirmary, now known as St. Vincent Medical Center. The Daughters of Charity expanded its hospitals to San Jose in 1889 and San Francisco in 1893. The Daughters of Charity ministered to ill, poverty-stricken individuals for more than 150 years.

In March 1995, the Daughters of Charity merged their hospitals with Catholic Healthcare West ("CHW"). In June 2001, the Daughters of Charity Health System ("DCHS") was formed. In October 2001, the Daughters of Charity withdrew from CHW. In 2002, DCHS commenced operations and was the sole corporate member of the Hospitals, which at that time were California nonprofit religious corporations.

Between 1995 and 2015, the Daughters of Charity and DCHS struggled to find a solution to continuing operating losses, either through a sale of some or all of the hospitals or a merger with a more financially sound partner. All these efforts failed. During these efforts, however, the health system's losses continued to mount. In 2005, DCHS issued $364 million in bonds to refinance existing debt and to fund future capital expenditures. Three years later, in 2008, they issued another $143 million in bonds to refinance existing debt.

Between 2012 and 2014, DCHS participated in an affiliation with Ascension Health Alliance ("Ascension") in an effort to create greater operating efficiencies. At the time, Ascension was

[1] The financial data in Sections B and C relates to VHS' six hospitals, as it was overly burdensome and in some cases, impossible, to separate the data by hospital.

the largest Catholic health system in the world and the largest non-profit health system in the United States with facilities in 23 states and the District of Columbia. The affiliation between DCHS and Ascension failed.

Despite continuous efforts to improve operations, operating losses continued to plague the health system due to, among other things, mounting labor costs, low reimbursement rates, and the ever-changing healthcare landscape. In 2013, DCHS actively solicited offers for O'Connor Hospital, St. Louise Regional Hospital, Seton Medical Center, and Seton Medical Center Coastside. In 2013, to avoid failing debt covenants, the Daughters of Charity Foundation, an organization separate and distinct from DCHS, donated $130 million to DCHS to allow it to retire the 2008 Bonds in the total amount of $143.7 million.

In early 2014, DCHS announced that they were beginning a process to evaluate strategic alternatives for the health system. Throughout 2014, DCHS explored offers to sell their health system and, in October of 2014, they entered into an agreement with Prime Healthcare Services and Prime Healthcare Foundation (collectively, "Prime") to sell the health system. However, to keep the hospitals open, DCHS needed to borrow another $125 million to mitigate immediate cash needs during the sale process; in other words, to allow DCHS to continue to operate until the sale could be consummated. Notably, DCHS' goal in the transaction was to maintain the status quo; their guiding principles for the sale included protecting existing pensions, repaying all their bond debt, continuation of all collective bargaining agreements, maintenance of existing contracts for patient services, and obtaining promises for substantial capital expenditures. In early 2015, the California Attorney General consented to the sale to Prime, subject to conditions on that sale that Prime claimed were so onerous that Prime terminated the transaction.

In 2015, DCHS again marketed their health system for sale, and, again, focused on offers that maintained the health system as a whole, and assumed all the obligations. In July 2015, the DCHS Board of Directors selected BlueMountain Capital Management LLC ("BlueMountain"), a private investment firm, to recapitalize its operations and transition leadership of the health system to the new Verity Health System (the "BlueMountain Transaction").

In connection with the BlueMountain Transaction, BlueMountain agreed to make a capital infusion of $100 million to the hospital system, arrange loans for another $160 million to the health system, and manage operations of the health system, with an option to buy the health system at a future time. In addition, the parties entered into a System Restructuring and Support Agreement (the "Restructuring Agreement"), DCHS's name was changed to Verity Health System, and Integrity Healthcare, LLC ("Integrity") was formed to carry out the management services under a new management agreement.

DCHS requested the California Attorney General's consent to enter into the Restructuring Agreement and the BlueMountain Transaction. According to the report prepared by MDS Consulting, a consulting firm retained to prepare healthcare impact reports for the AG, DCHS outlined the following reasons why the BlueMountain Transaction was either necessary or desirable:

- The current structure and sponsorship of DCHS was no longer possible as a result of cash flow projections and dire financial conditions.

- In July and August of 2014, DCHS obtained a short-term financing bridge loan in the amount of $125 million to mitigate the immediate cash needs for an estimated period of time long enough to allow for the transaction to close. Repayment of the funds was due on December 15, 2015, at which time if the full amount was not repaid, DCHS would be at risk of defaulting on both their 2014 and 2005 Revenue Bonds.

- Without bankruptcy protection or additional financial support, DCHS could not continue hospital operations if there was a default.

On December 3, 2015, the California Attorney General approved the BlueMoutain Transaction, subject to conditions. The Attorney General conditions were imposed for periods ranging from 5 to 15 years. Generally, the terms of conditions (collectively, the "Conditions") included: (1) limits on transfers of control; (2) maintenance of specific health services and specific bed counts; (3) required participation in Medicare and Medi-Cal programs, including required contracts with LA Care and San Mateo Health Plan; (4) required funding levels of community benefit programs; (5) required monetary levels of charity care; (6) maintenance of certain county payor contracts; (7) requirements for local governing boards; (8) requirements for medical staff compliance; and (9) an annual attestation of compliance with the Attorney General conditions.

Under the Restructuring Agreement, VHS, O'Connor Hospital, St. Louise Regional Hospital, St. Francis Medical Center, St. Vincent Medical Center, Seton Medical Center, and Seton Medical Center Coastside were converted from religious corporations to public benefit corporations.

Despite BlueMountain's infusion of cash and retention of various consultants and experts to assist in improving cash flow and operations, the health system continued to operate with significant financial losses.

In July 2017, NantWorks, LLC acquired a controlling stake in Integrity. NantWorks brought in a new CEO, CFO, and COO. NantWorks loaned another $148 million to VHS in just one year.

Despite the infusion of capital and new management, it became apparent that the problems facing VHS were too large to solve without a formal court supervised restructuring. Thus, despite VHS' great efforts to revitalize its hospitals and improvements in performance and cash flow, the legacy burden of more than a billion dollars of bond debt and unfunded pension liabilities, an inability to renegotiate collective bargaining agreements or payor contracts, the continuing need for significant capital expenditures for seismic obligations and aging infrastructure, and the general headwinds facing the hospital industry, made success impossible. Losses continue to amount to approximately $175 million annually on a cash flow basis.

Based on the foregoing, and while VHS has made improvements to the existing system, VHS commenced the Bankruptcy Cases to protect the original legacy of the Daughters of Charity to the maximum extent possible by retiring debt incurred over the past 18 years and freeing the hospital facilities and work force to continue to operate as hospitals under new ownership and leadership without the accumulated financial burdens of the past.

C. Fiscal Crisis

As described above, VHS' fiscal crisis is the confluence of various factors and historical challenges. Below are a few of the most significant and expected funding requirements in the immediate future.[2]

Payor Rates.

VHS is paid below market rates through its payor contracts with health plans. VHS's contracts are 20-43% below market. These below market rates would make it difficult for any hospital to break even. Summarized below is illustrative data, highlighting VHS's rates as a percentage of Medicare relative to the market rates.

Managed Care Rates Expressed as a Percent of Medicare Rates
(Combined Inpatient and Outpatient)

	BlueCross			BlueShield			United		
	Verity	Market	% Difference	Verity	Market	% Difference	Verity	Market	% Difference
SFMC	193%	223%	-15%	193%	226%	-17%	198%	237%	-20%
SVMC	139%	206%	-48%	156%	202%	-29%	139%	195%	-40%
OCH	164%	237%	-44%	229%	244%	-6%	151%	242%	-60%
SMC	207%	252%	-22%	235%	254%	-8%	228%	262%	-15%
SLRH	202%	280%	-38%	204%	280%	-37%	159%	289%	-82%
Average			**-34%**			**-20%**			**-43%**

Labor Rates.

Payroll costs in the twelve months prior to August 31, 2018 increased nearly $65,000,000, partially related to VHS's union contracts (~5% increases annually).

Pension Obligations.

Under the pension plans, there are expected pension funding requirements in and around 2019, of over $66 million. Only ~$20M relates to current year costs. In other words, most is funding the underfunded status of the plans. Between December 2015 and March 2019, VHS funded approximately $210,000,000 in pension plan and retirement plan contributions, all of which was funded from borrowing.

IT Investment.

VHS' information technology systems require IT investment in the amount of nearly $50 million over the next year alone. There are outdated electronic health records and enterprise resource planning systems (e.g., human resources, supply chain management, inventory management, etc.). Further, VHS needs significant upgrades to its IT assets in order to modernize its hospitals and remain able to continue providing quality patient care services. For example, VHS needs to

[2] The financial data in this Section C relates to VHS' six hospitals, as it was overly burdensome and in some cases, impossible, to separate the data by hospital.

(i) immediately replace its outdated local area and wireless networking equipment with modern equipment to enable reliable access by all VHS system users (estimated to cost $15 million over a one-year implementation period), (ii) replace VHS' obsolete clinical systems — including its medical record systems and financial systems — in order to provide up-to-date patient records, improved clinical planning, care management, and better charge control (estimated to cost $220 million over a period of two years), and (iii) replace and upgrade such other information technology hardware and software, including for imaging clinics, that are necessary for operating a full range of healthcare services.

Seismic and Energy Requirements.

VHS requires seismic and energy expenditures of over $150 million over the next few years. By way of example, there are significant improvements (including demolishment of certain buildings) required for St. Vincent Medical Center and Seton Medical Center. There are additional improvements required by 2030 to St. Vincent and Seton Medical Center. These seismic improvement deadlines are part of the conditions imposed by the Attorney General in the BlueMountain Transaction, as well as mandated by the California Office of Statewide Health Planning and Development (OSHPD).

Medical Equipment.

VHS requires over $100 million in medical equipment expenditures over a period of several years.

D. Attorney General Requirements

As set forth above, as part of approving the Restructuring Agreement, the Attorney General placed certain operational restrictions on VHS and each of the Hospitals, which include certain minimum annual funding requirements for charity care, community benefits, and capital expenditures and other mandates. Taken separately, most of these conditions would not have contributed to VHS' financial failure. However, the cumulative effect of the conditions was to lock VHS into a failing business model, mandating contracting with low-paying health plans, dictating minute details of business operations, and denying VHS the ability to repurpose facilities to meet changing community healthcare needs. For example, VHS management believes that SMC could better serve the community by operating as a much-needed long-term post-acute care facility, rather than as one of the many acute care hospitals in a saturated service area.

The Attorney General's conditions also compelled the expenditure of millions of dollars to provide charity care even though the number of uninsured people in California has steadily decreased since implementation of the Affordable Care Act.

The Attorney General's conditions required VHS to make up for years of under-funding of pension obligations, a condition which VHS could only satisfy through additional borrowings.

The Attorney General's conditions also required VHS to commit and spend $40 million per year for the first 3 years following the close of the BlueMountain Transaction, with a requirement for it to commit and spend an additional $30 million per year for two additional

years. Notwithstanding its financial challenges, in just three years from December 2015 through December 2018, VHS committed and spent a total of $185 million in capital expenditures for its facilities, over $65 million more than the required capital commitment for that period.

The Attorney General's conditions denied the Applicants the benefits of the marketplace. The conditions required VHS to enter into contracts with certain entities and payors. Because those entities were well aware of the Attorney General's requirement that VHS contract with them or be in default, VHS had no bargaining power with those entities or payors. For example, L.A. Care Health Plan's systematic refusal to pay claims timely and in compliance with regulations has necessitated legal action to collect over $20 million owed to VHS. *See*, St. Vincent Medical Center v. Local Initiative Health Authority for Los Angeles County dba L.A. Care Health Plan, Case No. 19-01002, available at http://www.kccllc.net/verityhealth/document/list/4812.

For additional detail and background, please see the Adcock Declaration, attached to this Section 999.5(d)(1)(A) as Exhibit 1.

II. Description of Proposed Agreement and Transactions[3]

Below is a summary of the Asset Purchase Agreement entered into by and between Verity Health System of California, Inc., St. Francis Medical Center, St. Vincent Medical Center, St. Vincent Dialysis Center, and Seton Medical Center, as sellers, and Strategic Global Management, Inc. ("SGM"), as purchaser, [Docket No. 2305] (the "Asset Purchase Agreement" or "APA"). Please refer to the APA attached to Section 999.5(d)(1)(B) as Exhibit 1 for more specific and definitive details about the Transaction.

Pursuant to the APA and related documents, SGM will purchase substantially all of the assets of the Hospitals, hire substantially all of the employees, and continue the operations of these historic institutions as healthcare facilities to ensure community access to needed healthcare services. Without SGM purchasing the Hospitals' Assets, VHS most likely would be forced to close the Hospitals.

Consideration.

SGM has made a good faith deposit in the amount of Thirty Million Dollars ($30,000,000) (the "Deposit"). Such deposit is non-refundable, except if SGM terminates the APA pursuant to its termination rights in the APA. The Deposit will be credited against the Purchase Price (defined below).

The consideration is an aggregate amount of Six Hundred Ten Million Dollars ($610,000,000) (the "Purchase Price") and will be allocated as follows: (i) Four Hundred Twenty Million Dollars ($420,000,000) to St. Francis Medical Center; (ii) One Hundred Twenty Million Dollars ($120,000,000) to St. Vincent Medical Center; and (iii) Seventy Million Dollars ($70,000,000) to Seton Medical Center for Seton Medical Center and Seton Medical Center Coastside. Additionally, the consideration also includes assumption of the Assumed Liabilities and Cure

[3] Capitalized terms used in this Section II but not defined herein, shall have the respective meanings given to them in the APA.

Costs associated with any Assumed Leases and/or Assumed Contracts, as defined in the APA. However, in the event the approval of the California Attorney General does not include a requirement that Seton Hospital remain open as an acute care hospital or that Seton Coastside Hospital remain open as a skilled nursing facility, then the Purchase Price shall be re-allocated from St. Francis Medical Center to Seton Medical Center.

The Purchase Price is subject to a QAF Adjustment. The Sellers shall credit against the Purchase Price the amount by which payments received by Sellers under QAF IV and QAF V between the Signing Date and Closing exceed the sum of (i) fees paid under QAF IV and QAF V during such period plus (ii) the amount of fees which are unpaid and owing as of the Closing in respect of invoices received by Sellers prior to Closing under QAF IV and QAF V. Conversely, the Purchase Price may be increased by the amount by which the sum of (i) fees paid under QAF IV and QAF V between the Signing Date and Closing plus (ii) the amount of fees which are unpaid and owing as of Closing in respect of invoices received by Sellers prior to Closing under QAF IV and QAF V exceeds payments received under QAF IV and QAF V during such period.

Purchase Assets and Assumption of Obligations.

SGM will purchase the Assets of the Sellers, excluding cash, and will assume certain Assumed Obligations. Each Seller will file such motions in the Bankruptcy Court and take such other actions as are reasonably necessary to ensure that final and non-appealable orders (x) assuming and assigning the respective Assumed Contracts or Assumed Leases applicable to such Seller to Purchaser are entered, and (y) rejecting the Rejected Contracts are entered. With respect to each Assumed Lease and Assumed Contract, the applicable Seller shall execute and deliver to Purchaser an Assignment and Assumption of Lease and Assumed Contract. SGM will retain the ability to designate additional Assumed Contracts or Assumed Leases up to 30 days prior to Closing and may remove Assumed Contracts or Assumed Leases from the designated list up to 7 days prior to Closing.

At Closing and pursuant to an order of the Bankruptcy Court, each Seller will assume and immediately assign to Purchaser the leases of such Seller for Leased Real Property and the Tenant Leases.

Closing Date.

The Closing Date will be within ten (10) business days following the satisfaction or waiver of all of the conditions precedent to Closing set forth in the APA.

Employment.

SGM will make offers of employment to substantially all Hospital Employees (defined in the summary of the APA below), which includes employees of Sellers and Seller affiliates that employ individuals at the Hospitals and other employees as scheduled in the APA.

SGM Termination Rights.

SGM may terminate the APA if a material breach of the APA has been committed by Sellers and such breach has not been (i) waived in writing by SGM or (ii) cured by Sellers to the reasonable satisfaction of SGM within fifteen (15) business days after service by SGM. SGM may also terminate the APA if the Bankruptcy Court enters an order dismissing the Bankruptcy Case or fails to approve the sale of the Assets to SGM.

SGM Termination Rights Related to Attorney General Conditions.

SGM has the following rights to terminate the APA related to the Attorney General conditions:

> 8.6 Attorney General Provisions. Purchaser recognizes that the transactions contemplated by this Agreement may be subject to review and approval of the CA AG. Purchaser agrees to close the transactions contemplated by this Agreement so long as any conditions imposed by the CA AG are substantially consistent with the conditions set forth, as Purchaser Approved Conditions, in Schedule 8.6. In the event the CA AG imposes conditions on the transactions contemplated by this Agreement, or on Purchaser in connection therewith, which are materially different than the Purchaser Approved Conditions set forth on Schedule 8.6 (the "Additional Conditions"), Sellers shall have the opportunity to file a motion with the Bankruptcy Court seeking the entry of an order ("Supplemental Sale Order") finding that the Additional Conditions are an "interest in property" for purposes of 11 U.S.C. § 363(f), and that the Assets can be sold free and clear of the Additional Conditions without the imposition of any other conditions, which would adversely affect the Purchaser. For purposes of this Section 8.6, Additional Conditions which individually or collectively impose a direct or indirect cost to Purchaser of $5 million, or more, shall be conclusively deemed to be "materially different." If Sellers determine not to seek such Supplemental Sale Order, or fail to obtain such Supplemental Sale Order within 60 days of the Attorney General's imposition of Additional Conditions, Purchaser shall be entitled to terminate this Agreement and receive the return of its Good Faith Deposit. If Sellers timely obtain such Supplemental Sale Order from the Bankruptcy Court or another court, Purchaser shall have a period of 21 business days from the entry of such order (the "Evaluation Period") to determine, in the exercise of the Purchaser's reasonable business judgment and in consultation with Purchaser's financing sources, whether to proceed to consummate the transactions contemplated by this Agreement; provided, however, (i) Purchaser shall not terminate or provide notice of termination of the Stalking Horse APA based on the Seller's failure to satisfy the condition set

forth under this Section 8.6 until the expiration of the Evaluation Period as may be extended herein, and (ii) the Evaluation Period may be extended by the Debtors, in consultation with the Consultation Parties, by up to 90 days for any appeal properly perfected with respect to the Supplemental Sale Order (the "Extended Evaluation Periods"). For the avoidance of doubt, if the Debtors or any of the Consultation Parties dispute the reasonableness of the exercise of the Purchaser's business judgment, such dispute shall be determined by the Bankruptcy Court only in the context of an adversary proceeding. If, at the conclusion of the Extended Evaluation Periods, such Supplemental Sale Order has not become a final, non-appealable order and Purchaser determines not to proceed, Purchaser shall have the right within ten (10) business days after the conclusion of the Extended Evaluation Periods to terminate this Agreement and receive the return of its Good Faith Deposit. Sellers shall provide Purchaser with prompt written notice of the conclusion of the Extended Evaluation Periods and whether the Supplemental Sale Order has become a final, non-appealable order. For purposes of this Section 8.6, "a final, non-appealable order" shall include a Supplemental Sale Order (i) which has been affirmed or the appeal of which has been dismissed by any appellate court and for which the relevant appeal period has expired (other than any right of appeal to the U.S. Supreme Court), or (ii) which has been withdrawn by the appellant. If the Supplemental Sale Order becomes a final, non-appealable order prior to the expiration of the Evaluation Period or, if applicable, the Extended Evaluation Periods, Purchaser shall consummate the Sale provided that all other conditions to closing have been satisfied. During any Evaluation Period or Extended Evaluation Periods, Purchaser shall reasonably cooperate in any efforts to render the Supplemental Sale Order a final, non-appealable order, including timely taking reasonable steps in preparation for closing of the transactions described in this Agreement; provided, however, Purchaser shall not be obligated to expend more than $500,000. For the avoidance of doubt, neither this provision, nor any of the rights granted to the Purchaser herein, shall constitute a waiver of any party in interest's right to argue that any appeal from the Sale Order should be dismissed on statutory, Constitutional or equitable mootness grounds.

See the APA [Docket No. 2305], attached to Section 999.5(d)(1)(B) as Exhibit 1.

Limitation on Liability.

Sellers may sue for damages for any material default by SGM, provided that SGM shall not be liable for damages in excess of Sixty Million Dollars ($60,000,000).

Good Faith Purchaser.

Pursuant to the Bankruptcy Court Tentative Ruling [Docket No. 2221], attached to Section 999.5(d)(1)(B) as Exhibit 2, the Bankruptcy Court made a final determination that purchaser is a good faith purchaser pursuant to § 363(m) of the Bankruptcy Code and meets the requirements under the law that there was no self-dealing, there was an arms-length negotiation and there was no collusion between Seller and Purchaser.

Summary Description.

Please see the following description of the Asset Purchase Agreement from the Stalking Horse Motion (attached to Section 999.5(d)(1)(B) as Exhibit 4). Certain terms and conditions set forth below have been modified following the filing of the Stalking Horse Motion.

Stalking Horse APA Provision	**Summary Description**
APA Parties	Verity Health System of California, Verity Holdings, LLC, St. Francis Medical Center, St. Vincent Medical Center, St. Vincent Dialysis Center, and Seton Medical Center ("Sellers"). Strategic Global Management, Inc. ("Purchaser").
Consideration **APA § 1.1**	Six Hundred Ten Million Dollars ($610,000,000), which shall be allocated as follows: Four Hundred Twenty Million Dollars ($420,000,000) to St. Francis Medical Center, One Hundred Twenty Million Dollars ($120,000,000) to St. Vincent Medical Center, and Seventy Million Dollars ($70,000,000) to Seton Medical Center for Seton Medical Center and Seton Coastside, plus assumption of the Assumed Liabilities, provided, that if the California Attorney General's approval does not include a requirement that Seton Hospital remain open as an acute care hospital or that Seton Coastside Hospital remain open as a skilled nursing facility, then an amount to be determined by Purchaser, in its sole discretion, of such Cash Consideration shall be re-allocated from St. Francis to Seton; plus payment of Cure Costs associated with any Assumed Leases and/or Assumed Contracts.
QAF Adjustment **APA § 1.1(c), 1.1(d)**	At Closing, Sellers shall credit against the cash consideration, the amount by which payments received by Sellers under QAF IV and QAF V between the Signing Date and Closing exceed the sum of (i) fees paid under QAF IV and QAF V during such period plus (ii) the amount of fees which are unpaid and owing as of the Closing in respect of invoices received by Sellers prior to Closing under QAF IV and QAF V (the "Net QAF Reduction Amount"), or Purchaser shall pay Sellers (as an increase to the cash consideration) the amount by which the sum of (i) fees paid under QAF IV and QAF V between the Signing Date and Closing plus (ii) the amount of fees which are unpaid and owing as of Closing in respect of invoices received by Sellers prior to Closing under QAF IV and QAF V exceeds payments received under QAF IV and QAF V during such period (the "Net QAF Increase Amount").

Stalking Horse APA Provision	Summary Description
Assets; Avoidance Actions **APA § 1.7**	In each case, solely to the extent used primarily in the conduct of the Business, "Assets" shall mean (a) all of the tangible personal property owned by such Seller and used by such Seller in the operation of the Hospital of such Seller, or in the case of St. Vincent Dialysis Center, the operation of its dialysis business, including equipment, furniture, fixtures, machinery, vehicles, office furnishings and leasehold improvements; (b) all of such Seller's rights, to the extent assignable or transferable, in and to all Licenses; (c) all of such Seller's right, title and interest in and to the Owned Real Property and all of such Seller's interest, to the extent assignable or transferable, in and to the Assumed Leases; (d) all of such Seller's right, title and interest in and to any and all Assumed Contracts; (e) all claims, rights, interests and proceeds with respect to amounts overpaid by such Seller to any third party health plans with respect to periods prior to the Effective Time, except with respect to any causes of action or proceeds thereof arising under Chapter 5 of the Bankruptcy Code other than with respect to Assumed Contracts and Assumed Leases; (f) all Inventory; (g) all Prepaids; (h) all operating manuals, files and computer software, including all patient records, medical records, employee records, financial records, equipment records, construction plans and specifications and medical and administrative libraries; (i) all systems, servers, computers, hardware, firmware, middleware, telecom equipment, networks, data communications lines, routers, hubs, switches and all other information technology equipment, and all associated documentation; (j) all Measure B trauma funding received after the Signing Date; (k) all Accounts Receivable; (l) all rights, claims and causes of action of such Seller arising out of the Accounts Receivable acquired by Purchase; (m) all regulatory settlements, rebates, adjustments, refunds or group appeals; (n) all casualty insurance proceeds arising in respect of casualty losses occurring after the Signing Date in connection with the ownership or operation of the Assets; (o) all surpluses arising out of any risk pools, shared savings program or accountable care organization arrangement; (p) all transferable unclaimed property of any Person in Sellers' possession as of the Closing Date; (q) all warranties in favor of the Hospitals or Sellers; (r) certain intellectual property rights, as further described in the Transition Services Agreement; (s) all goodwill; (t) all rights and interest in the telephone and facsimile numbers and uniform resource locaters; (u) all Medicare and Medi-Cal provider agreements and lockbox accounts identified on Schedule 1.7(u) to the Stalking Horse APA; (v) all documents, records, correspondence, work papers and other documents, other than patient records, relating to the Accounts Receivable; (w) the Purchased Verity Holdings Assets; (x) except for the Excluded Assets, any other asset owned by the Seller; (y) all of Seton's interest in and to the PACE Obligations; and (z) all QAF V and subsequent QAF program payments received after the Closing (e.g., QAF VI and QAF VII).
Excluded Assets **APA § 1.8**	"Excluded Assets" include cash, cash equivalents and investments; all Seller Plans and the assets of all Seller Plans; all contracts and leases that are not Assumed Contracts or Assumed Leases; inventory and assets disposed of by any Seller in the ordinary course of business after the Signing Date but prior to the Effective Time; all claims, counterclaims, and causes of action of each Seller or each Seller's bankruptcy estate; (except as otherwise provided) all insurance policies and contracts and coverages obtained by any Seller or listing a Seller as insured party, a beneficiary or loss payee; all Utility Deposits; all bank accounts of each Seller (except as otherwise provided); all tax refunds of each Seller; all QAF IV and QAF V payments actually received prior to the Signing Date.

Stalking Horse APA Provision	Summary Description
Assumed Obligations **APA § 1.9**	"Assumed Obligations" include all Assumed Contracts and Assumed Leases and all liabilities and obligations arising thereunder on and after the Effective Time, including any related Cure Costs; all liabilities and obligations arising out of or relating to any act, omission, event, or occurrence connected with the use, ownership, or operation by Purchaser of the Hospital or any of the Assets on or after the Effective Time; all unpaid real and personal property taxes that are attributable to the Assets after the Effective Time, subject to prorations; and all liabilities and obligations arising on or following the Effective Time relating to utilities being furnished to the Assets, subject to prorations and all accrued vacation and other paid time off, to the extent assumed under Section 1.1(a)(ii).
Excluded Liabilities **APA § 1.10**	Purchaser shall not assume or become responsible for any duties, obligations, or liabilities of any Seller other than the Assumed Obligations.
Assumption of Transferred Contracts and Assignment **APA § 1.11**	Not later than seven (7) days prior to the date of the Auction (i) Purchaser shall notify each Seller in writing of which Evaluated Contracts are to be assumed by such Seller and assigned to Purchaser, and (ii) Purchaser shall notify each Seller in writing signed and dated by Purchaser of which Evaluated Contracts are to be rejected by such Seller (collectively, the "Rejected Contracts"). Each Seller shall file such motions in the Bankruptcy Court and take such other actions as are reasonably necessary to ensure that final and non-appealable orders (x) assuming and assigning the respective Assumed Contracts or Assumed Leases applicable to such Seller to Purchaser are entered, and (y) rejecting the Rejected Contracts are entered. With respect to each Assumed Lease, the applicable Seller shall execute and deliver to Purchaser an Assignment and Assumption of Lease. Notwithstanding anything to the contrary set forth in this Agreement, the Rejected Contracts shall constitute part of the Excluded Assets pursuant to, and as defined in, this Agreement. At Closing and pursuant to an order of the Bankruptcy Court, each Seller will assume and immediately assign to Purchaser the leases of such Seller for Leased Real Property and the Tenant Leases.
Good Faith Deposit **APA § 1.2**	Purchaser has made a good faith deposit in the amount of Thirty Million Dollars ($30,000,000.00) (the "Deposit") by wire transfers to an account designated by Sellers. The Deposit shall be non-refundable in all events, except in the event Purchaser is not the winning bidder at the Auction, in the event Purchaser terminates the Stalking Horse APA if a stay of the sale order has not been vacated on or before 180 days following issuance of such stay, or in the event Purchaser has terminated the Stalking Horse APA pursuant to Section 9.1 (other than Section 9.1(b)). Upon Closing, the Deposit will be credited against the Purchase Price.
Closing Date **APA § 1.3**	The Closing Date shall occur within ten (10) business days following the satisfaction or waiver of the conditions precedent to Closing set forth in Articles 7 and 8 of the Stalking Horse APA.

Stalking Horse APA Provision	Summary Description
Employment Provisions **APA § 5.3**	Purchaser agrees to make offers of employment, effective as of the Effective Time, to substantially all employees (the "Hospital Employees") who, immediately prior to the Effective Time are: (i) employees of either Seller; (ii) employees of any affiliate of either Seller which employs individuals at the Hospital and are listed on Schedule 5.3; or (iii) employed by an affiliate of either Seller and are listed on Schedule 5.3. Any of the Hospital Employees who accept an offer of employment with Purchaser as of or after the Effective Time shall be referred to in this Agreement as the "Hired Employees." All employees who are Hired Employees shall cease to be employees of the applicable Seller or its affiliates as of the Effective Time.
Payment of Cure Costs **APA § 5.8**	Purchaser, upon assumption, shall pay the Cure Costs for each Assumed Contract and Assumed Lease so that each such Assumed Contract and Assumed Lease may be assumed by the applicable Seller and assigned to Purchaser in accordance with the provisions of section 365 of the Bankruptcy Code.
Break-Up Fee and Minimum Bid **APA § 6.1**	Any full overbids must be in a minimum amount of Six Hundred Ten Million Dollars ($610,000,000.00), plus Cure Costs and the Break-Up Fee, and accompanied by a deposit in the form of cash or a cashier's check in the amount of Thirty Million Dollars ($30,000,000.00). The "Break-Up Fee" shall mean a breakup fee in the amount totaling three and a half percent (3.25%) of the Cash Consideration (or $19,825,000) plus reimbursement of reasonably documented reasonable costs and expenses incurred by Purchaser related to its due diligence, and pursuing, negotiating, and documenting the transactions contemplated by this Agreement in an amount not to exceed $2,000,000.00; provided, however, that in the event that the Purchaser is successful in acquiring some but not all of the Assets, the Break-Up Fee shall be reduced pro rata to the percentage of Assets actually purchased by the Purchaser, based on the allocation of the Purchase Price as described in Section 1.1(a)(i) of the Stalking Horse APA. The Break-Up Fee will be subject to Bankruptcy Court approval and shall be deemed to be an allowed expense of the kind specified in § 503(b) of the Bankruptcy Code to be paid solely from the proceeds of an alternate transaction, pursuant to the Sale Order. Purchaser shall be allowed to credit bid the Break-Up Fee in any overbids that Purchaser may elect to make with respect to the Assets.
Requested Findings as to Good Faith, **APA § 6.1**	Each Seller agrees to proceed in good faith to obtain Bankruptcy Court approval of the sale contemplated herein with a determination that Purchaser is a good faith purchaser pursuant to § 363(m) and to file such declarations and other evidence as may be required to support a finding of good faith.

Stalking Horse APA Provision	Summary Description
Buyer's Termination Rights **APA § 9.1**	The Stalking Horse APA may be terminated by Purchaser if it is not satisfied with either (i) the results of its due diligence examination of the Hospitals, or (ii) the contents of any schedule or exhibit that was not completed and attached to the Stalking Horse APA, but which has been provided to Purchaser after the Signing Date, and Purchaser has notified Seller of its election to terminate the Agreement under Section 9.1(c) on or prior to January 8, 2019 [which period has expired], by Purchaser if a material breach of the Agreement has been committed by Sellers and such breach has not been (i) waived in writing by Purchaser or (ii) cured by Sellers to the reasonable satisfaction of Purchaser within fifteen (15) business days after service by Purchaser and by Purchaser or Sellers or if the Closing has not occurred on or before December 31, 2019. The Stalking Horse APA may also be terminated by Purchaser if satisfaction of any condition in Article 8 has not occurred by December 31, 2019 or becomes impossible and Purchaser has not waived such condition in writing. The Stalking Horse APA may also be terminated by Purchaser if the Bankruptcy Court enters an order dismissing the Bankruptcy Case or fails to approve the sale of the Assets to Purchaser.
Record Retention **APA § 10.2**	From the Closing Date until seven (7) years after the Closing Date or such longer period as required by law (the "Document Retention Period"), Purchaser shall keep and preserve all medical records, patient records, medical staff records and other books and records which are among the Assets as of the Effective Time, but excluding any records which are among the Excluded Assets. After the expiration of the Document Retention Period, if Purchaser intends to destroy or otherwise dispose of any of the documents, Purchaser shall provide written notice to Sellers of Purchaser's intention no later than forty-five (45) calendar days prior to the date of such intended destruction or disposal.
Limitation on Liability **APA § 11.1**	If Purchaser commits any material default under the APA, Sellers shall have the right to sue for damages; provided, however that the amount of such damages shall never exceed $60,000,000.00. For the avoidance of doubt, Sellers shall have no right to sue for specific performance under the APA.

Title 11, California Code of Regulations, § 999.5(d)(1)(A)

Exhibit 1

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Proposed Attorneys for the Chapter 11 Debtors and Debtors In Possession

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

In re VERITY HEALTH SYSTEM OF CALIFORNIA, INC., *et al.*, Debtors and Debtors In Possession.	Lead Case No. 2:18-bk-20151-ER (Proposed To Be) jointly administered with: Case No. 18-_____; Case No. 18-_____; Case No. 18-_____; Case No. 18-_____; Case No. 18-_____; Case No. 18-_____; Case No. 18-_____; Case No. 18-_____; Case No. 18-_____; Case No. 18-_____; Case No. 18-_____; Case No. 18-_____; Case No. 18-_____; Case No. 18-_____; Case No. 18-_____; Case No. 18-_____ Chapter 11 Cases **DECLARATION OF RICHARD G. ADCOCK IN SUPPORT OF EMERGENCY FIRST-DAY MOTIONS**
☒ Affects All Debtors ☐ Affects Verity Health System of California, Inc. ☐ Affects O'Connor ☐ Affects Saint Louise Regional Hospital ☐ Affects St. Francis Medical Center ☐ Affects St. Vincent Medical Center ☐ Affects Seton Medical Center ☐ Affects O'Connor Hospital Foundation ☐ Affects Saint Louise Regional Hospital Foundation ☐ Affects St. Francis Medical Center of Lynwood Foundation ☐ Affects St. Vincent Foundation ☐ Affects St. Vincent Dialysis Center, Inc. ☐ Affects Seton Medical Center Foundation ☐ Affects Verity Business Services ☐ Affects Verity Medical Foundation ☐ Affects Verity Holdings, LLC ☐ Affects De Paul Ventures, LLC ☐ Affects De Paul Ventures - San Jose Dialysis, LLC Debtors and Debtors In Possession.	

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I, Richard G. Adcock, hereby state and declare as follows:

1. I am the Chief Executive Officer of Verity Health System of California, Inc. ("VHS"). I became the Debtors' Chief Executive Officer effective January 2018. Prior thereto, I served as VHS's Chief Operating Officer since August 2017.

2. I have extensive senior-level experience in the not-for-profit healthcare arena, especially in the areas of healthcare delivery, hospital acute care services, health plan management, product management, acquisitions, integrations, population health management, budgeting, disease management and medical devices. I have meaningful experience in both the technology and healthcare industries in the areas of product development, business development, mergers and acquisitions, marketing, financing, strategic and tactical planning, human resources, and engineering.

3. Prior to VHS, from 2014 until 2017, I served as Executive Vice President and Chief Innovation Officer of Sanford Health, a large integrated health system headquartered in the Dakotas and is dedicated to health and healing. In this role, I was responsible for leading Sanford Health's growth and innovation, in addition to direct operational oversight of the following related entities: Sanford Research, Sanford Health Plan, Sanford Foundation (a philanthropic fundraising foundation), Sanford Frontiers (a commercial and real estate company), Profile by Sanford (a scientific weight loss program), and Sanford World Clinic (which operates clinics in multiple countries).

4. From 2012 to 2017, I served as the President of Sanford Frontiers and was responsible for starting a new entity within Sanford Health focused on innovative ventures. From 2008 to 2012, I served as Executive Vice President of Sanford Clinic. I was responsible both for (i) working directly with the President of the Clinic to the lead team of Vice Presidents in all aspects of management, and (ii) Sanford World Clinics operations, including the design, opening and operation of several global clinics. From 2006 to 2008, I served as the Vice President of Sanford Clinic and was responsible for leading strategic, operational and financial aspects within Sanford Clinic. From 2004 to 2006, I served as Director of Clinical Operations at Sanford

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Children's Specialty Clinic and was responsible for leading the Pediatric Subspecialty Physician program and the clinical practice through all facets of the operation.

5. Prior to Sanford Health, I served as the Director of Engineering and Six Sigma Master Black Belt at GE Medical Systems, and before that I was the Vice President of Research and Development and the Co-Owner/Founder of Micro Medical Systems. I have a bachelor of science in business administration and a masters of business administration in healthcare management.

6. On the date hereof (the "Petition Date"), VHS and certain of its subsidiaries (collectively, the "Debtors" or "Verity") filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Central District of California, Los Angeles Division (the "Bankruptcy Court"). I am knowledgeable and familiar with the Debtors' day-to-day operations, business and financial affairs, and the circumstances leading to the commencement of these chapter 11 cases (the "Chapter 11 Cases").

7. Except as otherwise indicated herein, this Declaration is based upon my personal knowledge, my review of relevant documents, information provided to me by employees of the Debtors and Integrity Healthcare, LLC ("Integrity") or the Debtors' legal and financial advisors, or my opinion based upon my experience, knowledge, and information concerning the Debtors' operations and the healthcare industry. If called upon to testify, I would testify competently to the facts set forth in this Declaration.

8. I make this declaration for the purpose of apprising the Court and parties in interest of the circumstances that compelled the commencement of these Chapter 11 Cases and in support of the First-Day Motions (as defined below).

9. To enable the Debtors to minimize the adverse effects of the commencement of these Chapter 11 Cases on their business, the Debtors have requested various types of relief in a number of applications and motions (each a "First Day Motion," and, collectively, the "First Day Motions"). The First-Day Motions seek relief intended to maintain the Debtors' business operations; to preserve value for the Debtors, its stakeholders, and parties in interest; and, most

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importantly, to protect the health and wellbeing of the patients who are being treated at the Hospitals (defined below) operated by the Debtors and the employees of the Debtors. Each First Day Motion is crucial to the Debtors' reorganization efforts and to the health and wellbeing of the patients. Any capitalized term not expressly defined herein shall have the meaning ascribed to that term in the relevant First-Day Motion.

10. Section I provides an overview of the Debtors and these Chapter 11 Cases. Section II describes the Debtors' businesses. Section III describes the circumstances that compelled the commencement of the Chapter 11 Cases. Section IV describes the Debtors' corporate and capital structure. Section V describes the Debtors' sales efforts. Section VI provides a summary of the First-Day Pleadings and factual bases for the relief requested therein.

I. OVERVIEW[1]

11. Debtor VHS, a California nonprofit public benefit corporation, is the sole corporate member of the following five Debtor California nonprofit public benefit corporations that operate six acute care hospitals, O'Connor Hospital, Saint Louise Regional Hospital, St. Francis Medical Center, St. Vincent Medical Center, Seton Medical Center, and Seton Medical Center Coastside (collectively, the "Hospitals") and other facilities in the state of California. Seton Medical Center and Seton Medical Center Coastside operate under one consolidated acute care license.

12. VHS, the Hospitals, and their affiliated entities (collectively, "Verity Health System") operate as a nonprofit health care system in the state of California, with approximately 1,680 inpatient beds, six active emergency rooms, a trauma center, and a host of medical specialties, including tertiary and quaternary care. The scope of the services provided by the Verity Health System (defined below) is exemplified by the fact that in 2017, the Hospitals provided medical services to over 50,000 inpatients and approximately 480,000 outpatients.

13. The VHS affiliated entities, including the Debtors, are as follows:

- O'Connor Hospital
- Saint Louise Regional Hospital

[1] Capitalized terms used but not defined in this overview section shall have the meanings assigned to them below.

- St. Francis Medical Center
- St. Vincent Medical Center
- Seton Medical Center, including
- Seton Medical Center Coastside campus
- Verity Business Services
- Marillac Insurance Company, Ltd.
- O'Connor Hospital Foundation
- Saint Louise Regional Hospital Foundation
- St. Francis Medical Center of Lynwood Foundation
- St. Vincent Medical Center Foundation
- Seton Medical Center Foundation
- St. Vincent de Paul Ethics Corporation
- St. Vincent Dialysis Center
- De Paul Ventures, LLC
- De Paul Ventures San Jose Dialysis, LLC
- De Paul Ventures San Jose ASC, LLC
- Verity Medical Foundation
- Verity Holdings, LLC

14. Verity Medical Foundation ("VMF"), incorporated in 2011, is a medical foundation, exempt from licensure under California Health & Safety Code § 1206(l). VMF contracts with physicians and other healthcare professionals to provide high quality, compassionate, patient-centered care to individuals and families throughout California. With more than 100 primary care and specialty physicians, VMF offers medical, surgical and related healthcare services for people of all ages at community-based, multi-specialty clinics conveniently located in areas served by the Debtor Hospitals. VMF holds long-term professional services agreements with the following medical groups: (a) Verity Medical Group; (b) All Care Medical Group, Inc.; (c) CFL Children's Medical Associates, Inc.; (d) Hunt Spine Institute, Inc.; (e) San Jose Medical Clinic, Inc., D/B/A San Jose Medical Group; and (f) Sports, Orthopedic And Rehabilitation Associates.

15. Verity Holdings LLC ("Holdings"), a direct subsidiary of its sole member VHS, was created in 2016 to hold and finance Verity's interests in six medical office buildings whose tenants are primarily physicians, medical groups, healthcare providers, and certain of the VHS Hospitals. Holdings' real estate portfolio includes over 30 properties, as more fully described below.

16. Saint Louise Regional Hospital Foundation, St. Francis Medical Center Foundation, St. Vincent Medical Center Foundation, Seton Medical Center Foundation, and

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O'Connor Medical Center Foundation handle fundraising and grant-making programs for each of their respective Debtor Hospitals.

17. As of August 30, 2018, the Debtors' facilities had approximately 850 patients, and are currently at approximately 50% occupancy.

18. As of August 31, 2018, the Debtors have approximately 7,385 employees, of whom 4,733 are full-time employees. Approximately 74% of these employees are represented by collective bargaining units. Specifically, 72% of the Debtors' Employees – approximately 5,331 Employees in total – are represented through California Nurses Associations ("CNA"), Service Employees International Union ("SEIU"), National Union Healthcare Workers ("NUHW") and United Nurses Association of California/Union of Health Care Professionals ("UNAC").

19. As part of the mission of Verity Health System to serve the community, VHS provides care to patients even though they may lack adequate insurance or may participate in programs that do not pay full charges.

20. All of the Debtors' Hospitals are licensed as general acute care hospitals by the California Department of Public Health, certified to participate in the Medicare and Medicaid programs, and managed by VHS.

21. Each of the Debtors are exempt from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, except for Verity Holdings, LCC, DePaul Ventures, LLC, and DePaul Ventures - San Jose Dialysis, LLC.

22. St. Francis Medical Center owns real property commonly known as: (i) 3630 E. Imperial Highway Lynwood, CA 90262, including the patient tower and all of the facilities thereon; (ii) 2700 E. Slauson Ave, Huntington Park, CA 90255, and the Huntington Park Medical Office Building thereon; and (iii) 5953 S. Atlantic Blvd. 5, Maywood, CA 90270, and Maywood Medical Office Building thereon.

23. St. Vincent Medical Center owns real property commonly known as: (i) 2131 W 3rd Street, Los Angeles, CA 90057, including the hospital and all of the facilities located thereon; and (ii) vacant land in Salton Sea, California.

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24. Saint Vincent Medical Foundation owns: (i) a fractional timeshare of a condominium commonly known as 2600 Avenida Del Presidente, San Clemente, CA 92672; and (ii) Lot 10 of Block 572 of Rio Grande Estates, Unit 25, Valencia, NM.

25. O'Connor Hospital owns real property commonly known as: (i) 455 O'Connor Dr. San Jose, CA 95128, and partial interest in the medical office building thereon; (ii) 2105 Forest Ave, San Jose, CA 95128 and the acute hospital, medical office building, and all of the facilities located thereon.

26. Saint Louise Regional Hospital owns real property commonly known as: (i) 9400 No Name Uno, Gilroy, CA 95020, and the hospital and helipad thereon; and (ii) 705 Las Animas Road, Gilroy, CA 95020.

27. Seton Medical Center owns (i) real property commonly known as 1900 Sullivan Avenue, Daly City, CA 94015, and the Hospital and the facilities thereon (the "Daly Property"), and (ii) an employee parking lot on the Daly Property.

II. The Debtors' Businesses

A. The Debtors' Current Business Operations.

28. A description of VHS, each Hospital and its respective subsidiaries and affiliates is described below, all of which are jointly-administered Debtors in these cases.

29. **Verity Health Systems.** As set forth above, VHS is a nonprofit regional healthcare system headquartered in El Segundo, California. VHS was originally established by the Daughters of Charity of St. Vincent de Paul, Province of the West, to support the mission of the Catholic Church through a commitment to the sick and poor. VHS operates six hospitals in California.

30. **Verity Business Services.** VHS operates Verity Business Services ("VBS"), a nonprofit public benefit corporation. VBS provides support services to Verity and its affiliated hospitals including accounting, finance, patient financial services, supply chain management, and purchasing services for the entire health system.

31. **Verity Medical Foundation.** As set forth above, VMF operates clinics and contracts with physicians to provide high quality, compassionate, patient-centered care to

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individuals and families throughout California. With more than 100 primary care and specialty physicians, VMF offers medical, surgical and related healthcare services for people of all ages at community-based, multi-specialty clinics conveniently located in areas served by the Hospitals.

32. **O'Connor Hospital.** O'Connor Hospital is a nonprofit public benefit corporation that operates a 358 licensed-bed, general acute care hospital that serves residents from the greater San Jose area. The hospital has an emergency department with 23 emergency treatment stations. It also has 11 surgical operating rooms and two cardiac catheterization labs. The hospital offers a comprehensive range of healthcare services, including emergency, cardiac, orthopedic, cancer, obstetrics, and sub-acute care services. The hospital is accredited by The Joint Commission.

33. **O'Connor Foundation.** O'Connor Foundation was incorporated in 1983 and is governed by a Board of Trustees. Charitable donations and endowments help fund the acquisition of new equipment, the expansion of O'Connor Hospitals' facilities, healthcare services, and community outreach programs. O'Connor Hospital is the sole corporate member of O'Connor Foundation. As of May 31, 2018, O'Connor Hospital Foundation had a balance of $1,123,644.15 in temporarily restricted assets and a balance of approximately $334,802.20 in permanently restricted assets for the purpose of funding the cardiac catheterization lab capital, wound care services, surgical services, and various other programs.

34. **St. Vincent Medical Center.** St. Vincent Medical Center was founded as the first hospital in Los Angeles in 1856. In 1971, a new facility was constructed at the Hospital's current location at 2131 West Third Street, Los Angeles, CA 90057. The hospital has expanded to a 366 licensed bed, regional acute care, tertiary referral facility, specializing in cardiac care, cancer care, total joint and spine care, and multi-organ transplant services. The Hospital serves both local residents and residents from Los Angeles, San Bernardino, Riverside, and Orange Counties. As a provider of healthcare services for a high percentage of elderly patients, many of the hospital's services and programs are focused on the treatment of various chronic diseases.

35. **St. Vincent Foundation.** St. Vincent Foundation was incorporated in 1989 as a nonprofit public benefit corporation. Charitable donations and endowments raised by St. Vincent Foundation help fund the acquisition of new equipment, the expansion of the Hospital's facilities,

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healthcare services, and community outreach programs. St. Vincent Foundation raises funds through grants, special events, and individual donors. St. Vincent is governed by a Board of Trustees, and St. Vincent Medical Center is the sole corporate member of the Foundation. St. Vincent, as well as St. Vincent Foundation, holds donor-restricted funds. As of May 31, 2018, St. Vincent Foundation had a balance of approximately $1,590,149.89 in temporarily restricted assets and a balance of approximately $136,159 in board designated temporarily restricted assets for the purpose of funding programs such as bone mineral density research, transportation for low-income patients, the organ transplantation program, and oncology research and treatment.

36. **St. Vincent Dialysis Center.** St. Vincent Medical Center is the sole corporate member of the St. Vincent Dialysis Center, located on the Hospital's campus. The St. Vincent Dialysis Center provides dialysis services for kidney disease patients, including hemodialysis and isolated ultrafiltration treatments as part of the Hospital's end-stage renal disease program.

37. **St. Francis.** St. Francis Medical Center was established in 1945 and gained sponsorship from Daughters of Charity, Province of the West, in 1981. The hospital provides comprehensive healthcare services and operates one of the busiest emergency trauma centers in Los Angeles County. The Hospital serves 1.2 million residents of Southeast Los Angeles, located in the communities of Lynwood, South Gate, Downey, Huntington Park, Bell Gardens, Maywood, and Compton. As a provider of healthcare services for many Medi-Cal and uninsured patients, the hospital receives significant Disproportionate Share Hospital funding. St. Francis operates a 384 licensed bed, general acute care hospital located at 3630 East Imperial Highway in Lynwood, California. The hospital has an emergency department with 46 licensed emergency treatment stations and is designated a Level II Trauma Center. It also has nine surgical operating rooms and three cardiac catheterization labs for inpatient and outpatient cardiac catheterization services. The hospital offers a comprehensive range of services, including emergency and trauma care, neonatal intensive, cardiovascular, oncology, pediatrics, behavioral health, and maternity and child services. In addition to the inpatient programs and services, the Hospital also offers various outpatient services, including ambulatory surgical services, laboratory services, imaging services, infusion therapy, nuclear medicine services, respiratory therapy, and physical therapy.

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Other outpatient services are provided at the following clinics: Orthopedics Clinic, Wound Care Clinic, Industrial Clinic, Lynwood Clinic, Downey Clinic , and Huntington Park Clinic. The Hospital is accredited by The Joint Commission.

38. **St. Francis Medical Center Foundation.** St. Francis Medical Center is the sole corporate member of St. Francis Medical Center Foundation. St. Francis Medical Center Foundation was incorporated in 1983 as a nonprofit public benefit corporation and is governed by a volunteer Board of Trustees. Charitable donations and endowments help fund the acquisition of new equipment, the expansion of the Hospital's facilities, healthcare services, and community outreach programs. St. Francis Foundation raises funds through grants, special events, and individual donors. As of May 31, 2018, St. Francis Foundation had a balance of $656,118.24 in temporarily restricted assets for the purpose of funding programs such as the Children's Counseling Center, nurse education, and the annual Women's Luncheon in support of mammogram equipment. The Foundation also funds Health Benefit Resource Center, Healthy Communities Initiative, and Trauma Recovery.

39. **Seton Medical Center.** Seton Medical Center was originally founded as Mary's Help Hospital by the Daughters of Charity of St. Vincent De Paul in 1893. The original facility was destroyed in the San Francisco Earthquake of 1906, and by 1912, Mary's Help Hospital reopened a new facility in San Francisco. In 1965, the hospital was moved to its current location at 1900 Sullivan Avenue in Daly City. The hospital was renamed Seton Medical Center in 1983, is currently licensed for 357 beds and serves residents from San Francisco and San Mateo areas. Seton Medical Center has an emergency department with 18 licensed treatment stations. It also has 13 surgical operating rooms and three cardiac catheterization labs. Of the Hospital's 83 licensed skilled nursing beds, 39 are in suspense, and the remaining 44 beds are utilized as sub-acute care beds. Additionally, the hospital has 24 licensed acute psychiatric beds which have been placed in suspense. The hospital has a broad spectrum of medical services, including cancer, cardiac, emergency, surgical, rehabilitation, respiratory, orthopedic, and sub-acute care. The hospital is accredited by The Joint Commission. Seton Medical Center and Seton Coastside share a consolidated license.

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40. **Seton Coastside.** Seton Coastside was founded as Moss Beach Rehabilitation Hospital in 1970. In 1980, the City of Half Moon Bay acquired ownership of the hospital and signed an agreement for Daughters of Charity to manage operations of the hospital and rename it St. Catherine's Hospital. In 1993, St. Catherine's Hospital became Seton Coastside as it became integrated with Seton Medical Center. Today, Seton Coastside is licensed for 116 skilled nursing beds and five general, acute-care beds. Seton Coastside also operates the only 24-hour "standby" Emergency Department along the 55-mile stretch between Santa Cruz and Daly City. Under a consolidated license, Seton Medical Center and Seton Coastside share the same Board of Directors, executive leadership team, charity care policies, and union collective bargaining agreements.

41. **Seton Foundation.** Seton Foundation, governed by a Board of Trustees, raises funds through grants, special events and individual donors. Charitable donations and endowments raised by Seton Foundation help fund the acquisition of new equipment and the expansion of facilities at the Seton Medical Center and Seton Coastside. Seton is the sole corporate member of the Seton Foundation. As of May 31, 2018, Seton Foundation had a balance of $2,693,778.66 million in temporary restricted assets and a balance of $ 2,717,591 million in permanently restricted assets for the purpose of funding programs such as oncology, the San Francisco Heart & Vascular Institute, and women and delivery services.

42. **Saint Louise Hospital.** Saint Louise Hospital opened in 1989 in the Morgan Hill area of Santa Clara County. In December 1999, the Daughters of Charity of St. Vincent de Paul relocated the hospital to Gilroy and renamed it Saint Louise Regional Hospital. Today, the Hospital's 93-bed facility and 24-hour emergency department provide services to the residents of southern Santa Clara County, including Morgan Hill, San Martin, and Gilroy. Saint Louise Regional Hospital operates a 93 licensed bed, general acute care hospital located at 9400 No Name Uno, Gilroy, California 95020. The Hospital has an emergency department with eight licensed emergency treatment stations. The Hospital also has five surgical operating rooms for inpatient and outpatient surgical procedures. Ten of the Hospital's 21 licensed skilled nursing

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beds are in suspense. The Hospital provides comprehensive healthcare services including cancer, emergency, rehabilitation, and surgical care. The Hospital is accredited by The Joint Commission.

43. Saint Louise Regional Hospital owns and operates the De Paul Urgent Care Center. The De Paul Urgent Care Center is located in Morgan Hill, and offers patients non-emergency medical services seven days a week. The De Paul Urgent Care Center treats non-life threatening cases, such as minor injuries and lacerations, strep throat, sinus infections, rashes, nausea, vomiting, colds, flu, and fever.

44. **Saint Louise Foundation.** Saint Louise Foundation, governed by a Board of Trustees, raises funds through grants, special events, and individual donors. Charitable donations and endowments raised by Saint Louise Foundation help fund the acquisition of new equipment and the expansion of the Hospital's facilities. Saint Louise is the sole corporate member of Saint Louise Foundation. As of May 31, 2018, Saint Louise Regional Hospital Foundation had a balance of approximately $561,486.86 in temporarily restricted assets.

45. **De Paul Ventures, LLC.** De Paul Ventures, LLC is a wholly-owned and operated holding company of Verity that was formed in August 2010 for the purpose of investing in a freestanding surgery center and other healthcare entities.

46. **DePaul Ventures - San Jose Dialysis, LLC.** In April, 2013, DePaul Ventures, LLC, formed DePaul Ventures - San Jose Dialysis, LLC ("Dialysis"). Dialysis is a general and limited partner of Priday Dialysis, LLC, a healthcare center specializing in end-stage renal disease treatment. Dialysis shares an interest in Priday Dialysis with Total Renal Care, Inc., which is a subsidiary of DaVita.

47. **Verity Holdings, LLC.** As set forth above, Holdings is a direct subsidiary of its sole member VHS and was created in 2016 to hold and finance Verity's interests in six medical office buildings whose tenants are primarily physicians, medical groups, healthcare providers, and certain of the VHS Hospitals. Holdings' real estate portfolio includes over 30 properties, including, but not limited to, apartment buildings, parking lots, and condominiums. Holdings is the borrower on approximately $66.2 million of non-recourse financing secured by separate deeds of trust and revenue and accounts pledges, including the rents on each medical office building

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(collectively "MOB Financing").

48. **Non-Debtor VHS Entities.** The Debtors' have an interest in the entities described below that are not filing chapter 11.

49. Marillac Insurance Company, LTD. ("Marillac"), a wholly-owned subsidiary of VHS, was incorporated in the Cayman Islands on December 9, 2003, as an exempted company and was granted an Unrestricted Class "B" Insurer's License effective December 15, 2003, which it holds subject to the provisions of the Insurance Law of the Cayman Islands. On November 1, 2012, The Insurance Law, 2010 (the "Law") became effective. Under such law, Class B licenses were changed from "restricted" and "unrestricted," as they had been described in previous revisions of the law, into three separate classes "(i)," "(ii)" and "(iii)." Insurers writing at least 95% of net premiums with their related business (in this case VHS) fell into Class B(i). The Company was granted a Class B(i) license, effective April 2, 2015. Marillac provides insurance coverage to VHS and its affiliates.

50. St. Vincent De Paul Ethics Corporation does not hold any assets and is a nondebtor entity. St. Francis Medical Center is its sole corporate member.

51. VHoldings MOB, LLC ("VHoldings") is currently an inactive subsidiary of VHS and has no assets or obligations. It was created as a "special purpose entity" for a proposed financing that did not materialize. As part of the proposed transaction structure, four additional LLCs were established in which, VHoldings was the sole member of each. The four additional LLCs were dissolved on January 23, 2017.

52. De Paul Ventures – San Jose ASC, LLC ("San Jose ASC"), was formed in February 2011, by De Paul Ventures, LLC (which is a filing entity), and owns a 25% interest as a limited partner in a partnership with Physician Surgery Services, dba Advanced Surgery Center, a freestanding surgery center in San Jose. San Jose ASC's only asset is a sale contract, pursuant to which it receives payments of $125,000 every other month. Postpetition, San Jose ASC will continue to forward to VHS the $125,000 received every other month. Once all payments are received, the Debtors will dissolve San Jose.

53. Robert F. Kennedy Medical Center is a nonprofit public benefit corporation that

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operated a 229-bed general acute care hospital and served residents in Hawthorne, California, until December 31, 2004. Robert F. Kennedy Medical Center Foundation is a nonprofit public benefit corporation that raised funds for the Robert F. Kennedy Medical Center.

54. O'Connor Health Center I is a California limited partnership, formed in January 1996 ("OCH1"). O' Connor Hospital is a limited partner in OCH1 and the general partner is OCH Forest 1, LP. OCH1 owns certain real property at 455 O'Connor Drive, San Jose, California. Such property is leased by O'Connor Hospital.

55. Sports Medical Management, Inc. has no assets or obligations.

B. Integrity's Management of Debtors.

56. As set forth above, Integrity was formed in 2015 to carry out the management services under the Management Agreement, for which Integrity is paid a monthly management fee. Through June 30, 2017, Integrity was wholly owned by BlueMountain. In July 2017, NantWorks, LLC ("NantWorks"), acquired a majority stake in Integrity from BlueMountain. There were no significant changes to the terms of the Restructuring Agreement or the California Attorney General requirements as a result of this transaction.

57. On a monthly basis, VHS records management fee expense and makes payments to Integrity associated with the management services received under the Management Agreement. During the initial fiscal year which ended June, 2016, the monthly management fee was determined based on a specified percentage of trailing 12 month operating revenues for VHS. Such management fees are adjusted each succeeding fiscal year based on changes in the consumer price index. VHS defers payment for a portion of management fees based on its days' cash on hand over the most recent 90 day period. All deferred management fees accrue interest at 2.82% per annum to the extent such amounts are not paid in the fiscal year that services are received. Such deferred management fees are contingently payable based on the terms of the Management Agreement, which include annual calculations of excess cash on hand.

C. Verity's Employees.

58. As set forth above, altogether, the Debtors employ approximately 7,385 employees (the "Employees") – 6,907 excluding VMF and 478 under VMF. Almost three-quarters of the

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Debtors' Employees – approximately 5,488 Employees in total – are represented through CNA, SEIU, California Licensed Vocational Nurses' Association, and The International Union of Operating Engineers, Stationary Local No. 39, AFL-CIO.

59. For W-2 tax and payroll purposes, the Debtors are divided into eight employers:

(a) VHS, which covers the Systems Office and the Philanthropic Foundations, and as of the Petition Date employed approximately 294 employees, of which 289 are full-time, 3 are part time and 2 are employed on a per diem basis;

(b) Verity Business Services, which as of the Petition Date employed approximately 307 employees, of which 285 are full-time, 11 are part time and 11 are per diem;

(c) O'Connor Hospital, which as of the Petition Date employed approximately 1,370 employees, of which 586 are full-time, 441 are part time and 343 are per diem;

(d) Saint Louise Regional Hospital, which as of the Petition Date employed approximately 480 employees, of which 153 are full-time, 159 are part time and 168 are per diem;

(e) St. Francis Medical Center, which as of the Petition Date employed approximately 2,017 employees, of which 1,583 are full-time, 136 are part time and 298 are per diem;

(f) St. Vincent Medical Center, which as of the Petition Date employed approximately 1,099 employees, of which 897 are full-time, 42 are part time and 160 are per diem;

(g) Seton Medical Center, which includes Seton Medical Center Coastside, and as of the Petition Date employed approximately 1,340 employees, of which 516 are full-time, 551 are part time and 273 are per diem; and

(h) VMF, which as of the Petition Date employed approximately 478 employees, of which 424 are full-time, 15 are part-time and 39 are per diem.

60. The Debtors' Employees are represented by the following unions with the respective contractual obligations: (i) SEIU-UHW (Non-Nursing Service Employees) at St. Francis Medical Center, St. Vincent Medical Center, O'Connor Medical Center, Saint Louise Regional Hospital; (ii) SEIU-UHW (Non-Nursing Service Employees) at Verity Medical Foundation; (iii) NUHW (Non-Nursing Service Employees) at Verity Medical Foundation; (iv) NUHW (Non-Nursing Service Employees) at Seton Medical Center, Seton Medical Center Coastside; (v) CAN (Nurses) St.

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Vincent, O'Connor, St. Louise, Seton, Seton Coastside; (vi) UNAC (Nurses) at St. Francis; (vii) CLVNA (Licensed Vocational Nurses) (O'Connor); (viii) Local 20 (Clinical Laboratory Scientists) O'Connor, St. Louise, Seton; (ix) Local 39 (Stationary and Bio-medical Engineers) and O'Connor, St. Louise, Seton.

D. Pension and Other Postretirement Benefit Plans.

61. VHS maintains two single employer defined benefit pension plans and participates in two multi-employer defined benefit pension plans. The defined benefit pension plans have been frozen for all employees, except members of the CNA at certain facilities. Defined benefit pension plan benefits are generally based on age, years of service, and employee compensation. In addition, VHS and VMF maintain several defined contribution retirement plans for employees.

62. The significant multiemployer defined benefit pension plan is the Retirement Plan for Hospital Employees ("RPHE"). The VHS entities that participate in the RPHE are Seton Medical Center, Seton Medical Center Coastside, O'Connor Hospital, Saint Louise Regional Hospital, and Verity Business Services. The RPHE is frozen as to these facilities, other than with respect to CNA members at O'Connor Hospital, Saint Louise Regional Hospital and Seton Medical Center. Benefits under the RPHE are generally based on years of service and employee compensation. Contributions to the RPHE are based on actuarially determined amounts by the RPHE Board of Trustees to meet benefits to be paid to plan participants and satisfy IRS funding requirements. VHS recorded benefit expenses of approximately $20.46 million and $17.22 million in cash contributions to the RPHE for the fiscal years ended June 30, 2017 and 2016, respectively. The VHS contributions accounted for approximately 43% and 40% of total contributions made to the RPHE for the fiscal years ending June 30, 2017 and 2016, respectively. Of the estimated remaining $4.79 million for 2018 and expected $12.68 million for 2019, VHS contributions to RPHE, approximately $3.15 million and $7.63 million, respectively, is for make-up of underfunded amounts that arose prior to VHS' acquisition from the Daughters of Charity Health System ("DCHS"). As of July 31, 2018, there were no unpaid contribution installment obligations owed by VHS to the RPHE.

63. In addition to the RPHE, Verity assumed in the Daughters of Charity restructuring

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certain obligations under a multiemployer plan commonly referred to as Stationary Engineers Local 39 Pension Plan (the "Local 39 Plan"). As of July 31, 2018, there were no unpaid contributions due on the Local 39 Plan.

64. VHS maintains two single-employer defined benefit pension plans (the "Verity A & B Plans"). VHS personnel at St. Francis Medical Center, St. Vincent Medical Center, O'Connor Hospital, Saint Louise Regional Hospital, and the VHS system office are eligible to participate in these plans. However, only CNA members continue to earn new benefits under the Verity Plan A; the Verity Plan B is completely frozen with no ongoing benefit accruals. VHS contributed approximately $41.68 million and $9.92 million during the fiscal years ended June 30, 2017 and 2016, respectively. Of the estimated remaining $10.12 million for 2018 and expected $35.53 million for 2019 VHS contributions to Verity Plan A, approximately $8.10 million and $28.05 million, respectively, is for make-up of underfunded amounts that arose prior to VHS' acquisition from the Daughters of Charity. As of July 31, 2018, there were no unpaid contribution installment obligations owed by VHS to the Verity A & B Plans.

65. VHS and VMF also maintain several active defined contribution retirement plans for eligible employees; eligibility for and benefits under the defined contribution retirement plans vary according to facility, union status, and employee classification/hire date. These defined contribution plans include the Verity Health System Supplemental Retirement Plan (TSA), the Verity Health System Supplemental Retirement Plan (401(a)), the Verity Health System Retirement Account (RPA), the Verity Medical Foundation 401(k) Plan, the Verity Medical Foundation Management Bargaining Unit Employees 401(k) Plan for represented employees and the Verity Health System Executive Long-Term Savings Plan (457(b)) Plan for nonrepresented employees. These defined contribution plans are funded from employee and/or employer contributions generally on a payroll by payroll basis. In addition to the above active defined contribution plans, there are several small, frozen ancillary retirement plans. During the fiscal years ended June 30, 2017 and 2016, the employer's contribution expense for defined contribution plans was approximately $18.48 million and $21.75 million respectively. As of July 31, 2018, there were no unpaid employer contributions owed on any of these defined contribution

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plans other than unpaid contributions for current and recent payroll cycles consistent with ordinary administrative practices.

66. VHS also maintains an early retiree health insurance program (the Postretirement Healthcare Plan), which provides medical benefits to eligible retirees from early retirement to age 65 only. The postretirement health care benefits are determined based on age and years of service. Certain employees at O'Connor Hospital, St. Louise Regional Hospital, Seton Medical Center, and Seton Medical Center Coastside are eligible to participate in this plan. The Postretirement Healthcare Plan is an unfunded plan. VHS contributed $50,000 and $58,000 to the Postretirement Healthcare Plan during the fiscal years ended June 30

E. Insurance Policies

67. The Debtors maintain various insurance policies issued by several insurance carriers (collectively, the "Insurance Carriers"). Collectively, these policies provide for coverage for, among other things: storage tank liability, commercial property, workers' compensation and employers liability, commercial automobile, helipad liability & non-owned aircraft liability, sexual misconduct and molestation liability, D&O liability, general liability, and professional liability (collectively, the "Insurance Policies").[2]

68. Significant insurance is issued to the Debtors by its captive insurer Marillac. VHS is the sole owner of Marillac. The policies issued by Marillac cover professional and general liability (both at the primary and excess level) and additional excess coverage as to automobile liability, heliport and non-owned aircraft liability, employer's liability and certain other general liability. Marillac also issued a Deductible Liability Protection Policy which provides coverage for the deductible obligations on the Debtors' workers' compensation policy issued by Old Republic Insurance Company ("Old Republic").

69. Most of the Debtors' Insurance Policies will expire between September 5, 2018 and July 1, 2019. The Debtors have begun negotiating renewals, extensions and/or entries into new insurance policies with respect to the expiring Insurance Policies.

[2] The Insurance Policies include six (6) CA DHS patient Trust Bonds, which have an annual premium in the aggregate of $1,100 that was paid in full in December 2017 and will not come due for renewal until December 2018.

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70. In certain instances, the Debtors pay premiums for their Insurance Policies in full at the beginning of the policy and in other instances in quarterly installments. The total annual premium due for Insurance Policies is approximately $18,647,036. Of that amount, the Debtors pay $2,637,071 at the time of inception, and the remaining $16,009,965 is paid in quarterly installments. As of the Petition Date, there are no outstanding unpaid premiums due. The total amount of annual insurance premiums which will come due postpetition is $10,043,085.

a. Self-Insured Retentions

71. The Debtors maintain self-insured retentions of $250,000 per claim under their D&O liability coverage, $350,000 per claim under their employment practices coverage, $50,000 per claim under their fiduciary liability coverage, $100,000 per claim under their crime coverage, and $50,000 per claim under their sexual misconduct and molestation liability coverage (the "Self-Insured Retentions" or "SIRs"). A SIR is a loss amount that the insured is obligated to pay before the insurer's coverage obligation is triggered.

72. The Debtors' Self-Insured Retentions are administered so that the Debtors pay directly for the losses under each policy as they are incurred up to the amounts of the Self-Insured Retentions. Such SIRs due prepetition have been paid. For the last year, no SIR amounts have been due for (a) the D&O liability coverage, (b) the employment practices coverage, (c) the fiduciary liability coverage, and (d) the crime coverage. There have also been no SIR amounts incurred under the sexual misconduct and molestation liability policy last year.

b. Deductibles

73. The Debtors maintain a workers' compensation insurance policy with Old Republic with a $500,000 deductible for each claim. Old Republic provides coverage under the policy up to $1 million for each claim. On average, the monthly invoice amounts for deductibles (including ALAE) incurred under the workers' compensation policy is between $400,000 and $650,000, which are timely paid by Marillac under the Deductible Liability Protection Policy.

74. The deductibles included in the Debtors' other Insurance Policies are:

- Storage Tank Liability - ACE American Insurance Company (Chubb) - $5,000 per Storage Tank Incident;

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- Storage Tank Liability - Tokio Marine Specialty Insurance Company (Philadelphia) - $25,000 per Confirmed Release;
- Commercial Property - American Guarantee and Liability Insurance Company (Zurich) - $100,000 Basic Policy Deductible;
- Commercial Automobile - National Union Fire Insurance Company of Pittsburg, PA (AIG) - $1,000 Comprehensive, $1,000 Collision;
- Helipad Liability & Non-Owned Aircraft Liability - StarNet Insurance Company (Berkley Aviation) - $1,000 Physical Damage per Occurrence; and
- General Liability - Chubb - $10,000 per Occurrence.

75. The Debtors expect their prepetition deductible obligations, other than those deductibles owed under the workers' compensation policy (which are paid by Marillac, a non-debtor), to be minimal.

c. Letter of Credit

76. The Debtors provide a $34,087,296 letter of credit to Old Republic as security for all of the Debtors' obligations, as required under their workers' compensation policy. Marillac is the account party on the letter of credit, and the letter of credit is fully secured by Marillac's assets - $34,087,296 of liquid securities. Pursuant to the Program Agreement Endorsement to the workers' compensation policy, Old Republic may draw upon the letter of credit to reimburse Old Republic for payment of the Debtors' deductible obligations or for payment of other obligations of the Debtors under the workers' compensation policy, if not paid by Marillac. Old Republic may also draw down the $34,087,296 letter of credit in full upon the Debtors' insolvency or filing of a bankruptcy petition.

77. The Debtors expect that Marillac will continue to honor its policy to insure the Debtors' obligations under the workers' compensation policy, and that Old Republic will not be harmed by the Debtors' chapter 11 filing.

d. Claims Administration Agreements

78. The Debtors have entered into administrative services contracts with Sedgwick Claims Management Services, Inc. ("Sedgwick"), for administration of claims submitted under

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the Debtors' workers' compensation policy as well as their professional and general liability policy.

79. The Debtors pay Sedgwick an annual estimated fee of $702,000 which is paid in quarterly installments of $175,000 for services provided by Sedgwick under the Debtor's workers' compensation policy. The actual fees owed to Sedgwick are based on the staffing necessary for Sedgwick to provide claims services and are calculated by taking the actual program salaries, bonuses and temporary expenses multiplied by the salary multiplier. Sedgwick will periodically provide an accounting to determine the actual fees incurred. The Debtors are entitled to a credit if the amount of actual fees owed to Sedgwick are less than the estimated fees paid. On the other hand, Sedgwick bills the Debtors for the additional actual fee owed if the actual fee amount is higher than the estimated fees.

80. With respect to administration of their professional and general liability policy, the Debtors pay Sedgwick $3,545 per claim and suit file, $1,825 per Potentially Compensable Event ("PCE") where an investigation has been requested, $275 for a PCE where an investigation has not been requested pursuant to this agreement. Fees are paid monthly as files are assigned to Sedgwick by the Debtors. Debtors also pay Sedgwick a program management fee of $1,250 each month.

F. Recent Financial Results.

81. As of June 30, 2018, Verity's consolidated unaudited financial statements reflected total assets of approximately $847 million and total liabilities of approximately $1,278 billion.

III. The Need For Chapter 11 Relief And The Events Leading To The Commencement Of These Chapter 11 Cases

A. Historical Challenges.

82. The Hospitals and VMF were originally owned and operated by the Daughters of Charity of St. Vincent de Paul, Province of the West (the "Daughters of Charity"), to support the mission of the Catholic Church through a commitment to the sick and poor. The Daughters of Charity began their healthcare mission in California in 1858 with the opening of Los Angeles Infirmary, now known as St. Vincent Medical Center. The Daughters of Charity expanded its

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hospitals to San Jose in 1889 and San Francisco in 1893. The Daughters of Charity ministered to ill, poverty-stricken individuals for more than 150 years.

83. In March 1995, the Daughters of Charity merged with Catholic Healthcare West ("CHW"). In June 2001, the Daughters of Charity Health System ("DCHS") was formed. In October 2001, the Daughters of Charity withdrew from CHW. In 2002, DCHS commenced operations and was the sole corporate member of the Hospitals, which at that time were California nonprofit religious corporations.

84. Between 1995 and 2015, the Daughters of Charity and DCHS struggled to find a solution to continuing operating losses, either through a sale of some or all of the hospitals or a merger with a more financially sound partner. All these efforts failed. During these efforts, however, the health system's losses continued to mount. In 2005, DCHS issued $364 million in bonds to refinance existing debt and to fund future capital expenditures. Three years later, in 2008, they issued another $143 million in bonds to refinance existing debt.

85. Between 2012 and 2014, DCHS participated in an affiliation with Ascension Health Alliance ("Ascension") in an effort to create greater operating efficiencies. Ascension is the largest Catholic health system in the world and the largest non-profit health system in the United States with facilities in 23 states and the District of Columbia. The affiliation between DCHS and Ascension failed.

86. Despite continuous efforts to improve operations, operating losses continued to plague the health system due to, among other things, mounting labor costs, low reimbursement rates and the ever-changing healthcare landscape. In 2013, DCHS actively solicited offers for O'Connor Hospital, St. Louise Regional Hospital, Seton Medical Center and Seton Medical Center Coastside. In 2013, to avoid failing debt covenants, the Daughters of Charity Foundation, an organization separate and distinct from DCHS, donated $130 million to DCHS to allow it to retire the 2008 Bonds in the total amount of $143.7 million.

87. In early 2014, DCHS announced that they were beginning a process to evaluate strategic alternatives for the health system. Throughout 2014, DCHS explored offers to sell their health system and, in October of 2014, they entered into an agreement with Prime Healthcare

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Services and Prime Healthcare Foundation (collectively, "Prime") to sell the health system. However, to keep the hospitals open, DCHS, needed to borrow another $125 million to mitigate immediate cash needs during the sale process; in other words, to allow DCHS to continue to operate until the sale could be consummated. Notably, DCHS' goal in the transaction was to basically maintain the status quo; their guiding principles for the sale included protecting existing pensions, repaying all their bond debt, continuation of all collective bargaining agreements, maintenance of existing contracts for patient services, and obtaining promises for substantial capital expenditures. In early 2015, the California Attorney General consented to the sale to Prime, subject to conditions on that sale that were so onerous that Prime terminated the transaction.

88. In 2015, DCHS again marketed their health system for sale, and, again, focused on offers that maintained the health system as a whole, and assumed all the obligations. In July 2015, the DCHS Board of Directors selected BlueMountain Capital Management LLC ("BlueMountain"), a private investment firm, to recapitalize its operations and transition leadership of the health system to the new Verity Health System (the "BlueMountain Transaction").

89. In connection with the BlueMountain Transaction, BlueMountain agreed to make a capital infusion of $100 million to the hospital system, arrange loans for another $160 million to the health system, and manage operations of the health system, with an option to buy the health system at a future time. In addition, the parties entered into a System Restructuring and Support Agreement (the "Restructuring Agreement"), DCHS's name was changed to Verity Health System, and Integrity was formed to carry out the management services under a new management agreement.

90. DCHS requested the California Attorney General's consent to enter into the Restructuring Agreement and the BlueMountain Transaction. According to report prepared by MDS Consulting, an expert consulting firm retained to prepare healthcare impact reports for the AG, DCHS outlined the following reasons why the BlueMountain Transaction was either necessary or desirable:

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- The current structure and sponsorship of DHCS was no longer plausible as a result of cash flow projections and dire financial conditions.
- In July and August of 2014, DCHS obtained a short-term financing bridge loan in the amount of $125 million to mitigate the immediate cash needs for an estimated period of time long enough to allow for the transaction to close. Repayment of the funds was due on December 15, 2015, at which time if the full amount was not repaid, DCHS would be at risk of defaulting on both their 2014 and 2005 Revenue Bonds.
- Without bankruptcy protection or additional financial support, DHCS could not continue hospital operations if there is a default.

91. On December 3, 2015, the California Attorney General approved the BlueMoutain Transaction, subject to conditions. The Attorney General conditions were imposed for periods ranging from 5 to 15 years. Generally, the terms of conditions (collectively, the "Conditions") included: (1) limits on transfers of control; (2) maintenance of specific health services and specific bed counts; (3) required participation in Medicare and Medi-Cal programs; (4) required levels of community benefit programs; (5) required levels of charity care; (6) maintenance of certain county payor contracts; (7) requirements for local governing boards; (8) requirements for medical staff compliance; and (9) an annual attestation of compliance with the AG conditions.

92. Under the Restructuring Agreement, VHS, O'Connor Hospital, Saint Louise Regional Hospital, St. Francis Medical Center, St. Vincent Medical Center, Seton Medical Center and Seton Medical Center Coastside, all of whom are members of the Obligated Group (as defined below), were converted from religious corporations to public benefit corporations.

93. Despite BlueMountain's infusion of cash and retention of various consultants and experts to assist in improving cash flow and operations, the health system did not prosper.

94. In July 2017, NantWorks, LLC acquired a controlling stake in Integrity. NantWorks brought in a new CEO, CFO, and COO. NantWorks loaned another $148 million to the Debtors.

95. Despite the infusion of capital and new management, it became apparent that the problems facing the Verity Health System were too large to solve without a formal court supervised restructuring. Thus, despite VHS' great efforts to revitalize its Hospitals and improvements in performance and cash flow, the legacy burden of more than a billion dollars of bond debt and unfunded pension liabilities, an inability to renegotiate collective bargaining

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agreements or payor contracts, the continuing need for significant capital expenditures for seismic obligations and aging infrastructure, and the general headwinds facing the hospital industry, make success impossible. Losses continue to amount to approximately $175 million annually on a cash flow basis.

96. Based on the foregoing, and while VHS has made improvements to the existing system, the Debtors have commenced these chapter 11 cases to protect the original legacy of the Daughters of Charity to the maximum extent possible by retiring debt incurred over the past 18 years and freeing the hospital facilities and work force to continue to operate as hospitals under new ownership and leadership without the accumulated crisis of the past. To do that requires the bankruptcy court supervised sale of some or all of the hospitals and related facilities, and the comprehensive resolution of the Debtors financial obligations through a court approved plan of reorganization.

97. The goals of the Debtors' restructuring are to maintain the Debtors' business operations; preserve the going-concern value of the Debtors' businesses, its stakeholders, and parties in interest; and, most importantly, to protect the health and wellbeing of the patients who are treated at the Hospitals and the jobs of the Debtors' approximately 7,000 employees.

B. Current Fiscal Crisis.

98. As described above, the fiscal crisis is the confluence of various factors and historical challenges. Below are a few of the most significant and expected funding requirements in the immediate future.

a. Payor Rates.

99. Verity is paid below market rates through its payor contracts with health plans. Verity's contracts are 20-43% below market. These below market rates would make it difficult for any hospital to break even. Summarized below is illustrative data, highlighting Verity's rates as a percentage of Medicare relative to the market rates.

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Managed Care Rates Expressed as a Percent of Medicare Rates (Combined Inpatient and Outpatient)

	BlueCross			BlueShield			United		
	Verity	Market	% Difference	Verity	Market	% Difference	Verity	Market	% Difference
SFMC	193%	223%	-15%	193%	226%	-17%	198%	237%	-20%
SVMC	139%	206%	-48%	156%	202%	-29%	139%	195%	-40%
OCH	164%	237%	-44%	229%	244%	-6%	151%	242%	-60%
SMC	207%	252%	-22%	235%	254%	-8%	228%	262%	-15%
SLRH	202%	280%	-38%	204%	280%	-37%	159%	289%	-82%
Average			**-34%**			**-20%**			**-43%**

b. Labor Rates.

100. Payroll costs in the last twelve months have increased nearly $65,000,000 partially related to Verity's union contracts (~5% increases year over year forward).

c. Pension Obligations.

101. Under the Pension Plans (as defined above), there are expected pension funding requirements in the next year of over $66 million. Only ~$20M relates to current year costs. In other words, most is funding the underfunded status of the plans.

d. IT Investment.

102. VHS' system requires IT investment in the amount of nearly $50 million over the next year alone. There is outdated electronic health records and enterprise resource planning (i.e., human resources, supply chain management, inventory management, etc.). Further, VHS needs significant upgrades to its IT assets in order to modernize its Hospitals and remain able to continue providing quality patient care services. For example, VHS needs to (i) immediately replace its outdated local area and wireless networking equipment with modern equipment to enable reliable access by all VHS system users (estimated cost $15 million over a one-year implementation period), (ii) replace VHS' obsolete clinical systems — including its medical record systems and financial systems — in order to provide up-to-date patient records, improved clinical planning, care management, and better charge control (estimated cost $220 million over a period of two years), and (iii) replace and upgrade such other information technology hardware and software, including for imaging clinics, that are necessary for operating a full range of healthcare services.

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e. Seismic and Energy Requirements.

103. The Verity system requires seismic and energy expenditures of over $150 million over the next few years. By way of example, there are significant improvements (including demolishment of certain buildings) required by 2020 to St. Vincent Medical Center, Seton Medical Center, and O'Connor Medical Center. There are additional improvement required by 2030 to St. Vincent, Seton Medical Center, O'Connor Medical Center, and St. Louise Regional Hospital. These seismic improvement deadlines are part of the conditions imposed by the Attorney General in the BlueMountain Transaction, as well as mandated by the California Office of Statewide Health Planning and Development (OSHPD).

f. Medical Equipment.

104. The Verity system requires over $100 million in medical equipment expenditures over a period of several years.

C. Working Capital Shortages.

105. The Debtors, like other hospitals serving similar communities, rely on HQAF, DSH and other government support to help bridge the gap between what they get reimbursed by Medicare and Medi-Cal and their cost of providing care. The Hospital Quality Assurance Fee (HQAF), established in 2010, provides funding for supplemental payments to California hospitals that serve Medi-Cal and uninsured patients. The program has been very successful, providing billions of dollars in supplemental payments to California hospitals. The Medicare and Medi-cal programs also provide funding to hospitals that treat indigent patients through the Disproportionate Share Hospital (DSH) programs, under which facilities are able to receive at least partial compensation. Under the Patient Protection and Affordable Care Act of 2010 (ACA, P.L. 111-148, as amended), Congress would have reduced federal DSH allotments beginning in 2014, to account for the decrease in uncompensated care anticipated under health insurance coverage expansion. However, several pieces of legislation have been enacted since 2010 have since delayed the ACA's Medicaid DSH reduction schedule. Unfortunately, both HQAF and DSH have proven difficult to rely on, as payments are reduced and delayed.

106. Relying on the HQAF payments has led to working capital shortages due to delays

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in approval and receiving less than expected amounts. For example:

- *14-Month Delay*: QAF 5 FFS (service period 1/1/17 –6/30/19) was not approved until Dec. 2017 and the Debtors did not start receiving payments until the end of Feb. 2018 (14-month delay);
- *Potential 24 Month Delay*: QAF 5 HMO is likely not going to be approved until the end of 2018 (potentially a 24-month delay on receiving funds);
- *Receiving less than Expected*: through the first 4 cycles of QAF 5 FFS, the Debtors have received anywhere from 69.2-93.9% of expected payments.

D. Attorney General Requirements.

107. As set forth above, as part of approving the Restructuring Agreement, the AG placed certain operational restrictions on VHS and each of the Hospitals, which include certain minimum annual requirements for charity care, community benefits, and capital expenditures among other mandates. Taken separately, most of these conditions would not have contributed to the Debtors' failure to thrive. However, the cumulative effect of the conditions was to lock the Debtors into a failing business model, dictating both minute details of business operations, as well as denying the Debtors the ability to repurpose facilities. For example, SMC could better serve the community by operating as a much-needed long-term post-acute care facility, rather than as one of the many acute care hospitals in a saturated service area.

108. The AG's conditions also compelled the expenditure of millions of dollars to provide charity care even though the number of uninsured people in California has steadily decreased since passage of the Affordable Care Act. Also, as a result of a shortfall in the fiscal year 2017 charity care requirement for certain hospitals, VHS was required to make an additional contribution to the Retirement Plans of $7,619,000 in October 2017.

109. The AG's conditions denied the Debtor the benefits of the marketplace. For example, the conditions required Verity to enter into contracts with certain entities. Because those entities were well aware of the AG's requirement that Verity contract with them or be in default, Verity had no bargaining power with those entities or payors.

E. Increased Cap Volumes.

110. The Debtors have capitation contracts with health plans. Capitation is a flat periodic payment per enrollee paid to a healthcare provider; it is the sole reimbursement for

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providing services to a defined population. Under capitation, fixed payments are made to providers regardless of the volume of services rendered, so providers like the Debtors bear the risk that the costs of providing service, including opportunity costs (profits), might exceed the capitation payment. Capitation completely reverses the actions that providers must take to ensure financial success; under capitation, the keys to profitability are to work more efficiently and decrease volume. The Debtors have seen a significant increase in volume from capitated populations and therefore are bearing the loss from that increased volume.

IV. Corporate And Capital Structure

A. Corporate Structure.

111. As set forth above, VHS is a California nonprofit public benefit corporation and the sole member of O'Connor Hospital, St. Francis Medical Center, St. Vincent Medical Center, Seton Medical Center, Verity Business Services, Verity Medical Foundation, Verity Holdings, LLC, and DePaul Ventures, LLC.

112. As set forth above, each Debtor Hospital is the sole member of the Debtor nonprofit public benefit corporation that handles its fundraising and grant-making programs: St. Francis Medical Center Foundation, St. Vincent Foundation, Seton Medical Center Foundation, Saint Louise Regional Hospital Foundation, and O'Connor Hospital Foundation (collectively, the "Philanthropic Foundations").

113. St. Vincent Medical Center is the sole Member of St. Vincent Dialysis Center, Inc.

114. VHS is the sole member of DePaul Ventures, LLC. DePaul Ventures, LLC, is the sole Member of DePaul Ventures-San Jose ASC, LLC, and of DePaul Ventures-San Jose Dialysis, LLC.

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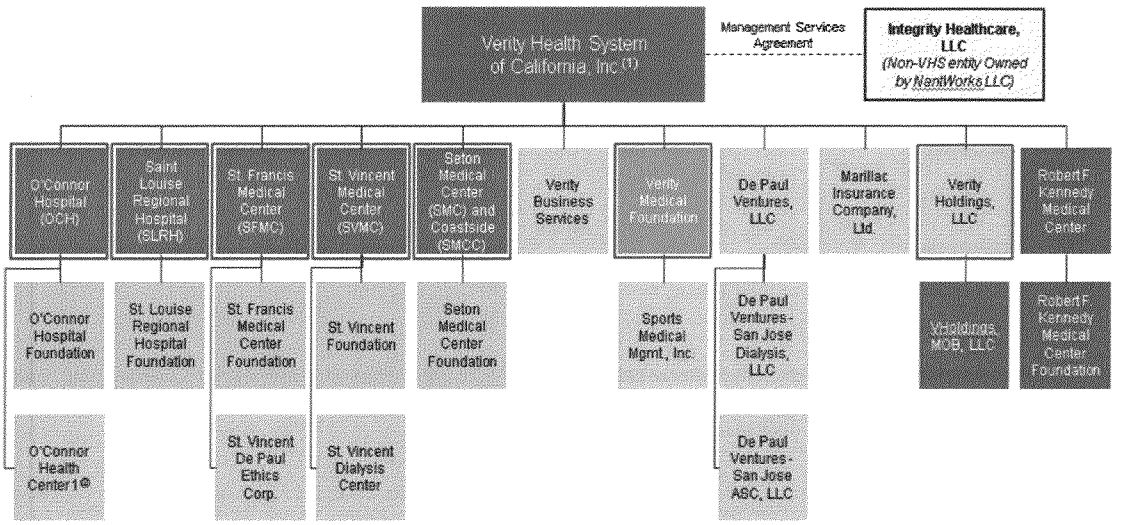
115. The following graphic depicts Verity's prepetition organizational structure:



116. Each Debtor entity has its own management and governance structure. Under the leadership of the Daughters of Charity, each Hospital operated independently except that all employees were under the same pension plans. After the transition of operations and leadership to VHS, there has been a systemizing of operations, so that functions that were being performed at each of the Debtors are being transitioned and performed by VHS and being standardized, such as pharmacy operations, credentialing, IT, case management, etc.

117. As set forth above, VMF offers medical, surgical and related healthcare services for people of all ages at community-based, multi-specialty clinics conveniently located in areas served by Verity hospitals. The following graphic depicts VMF's structure that is comprised of, among other things, professional service agreements with seven medical groups that provide physicians to VMF's clinics:

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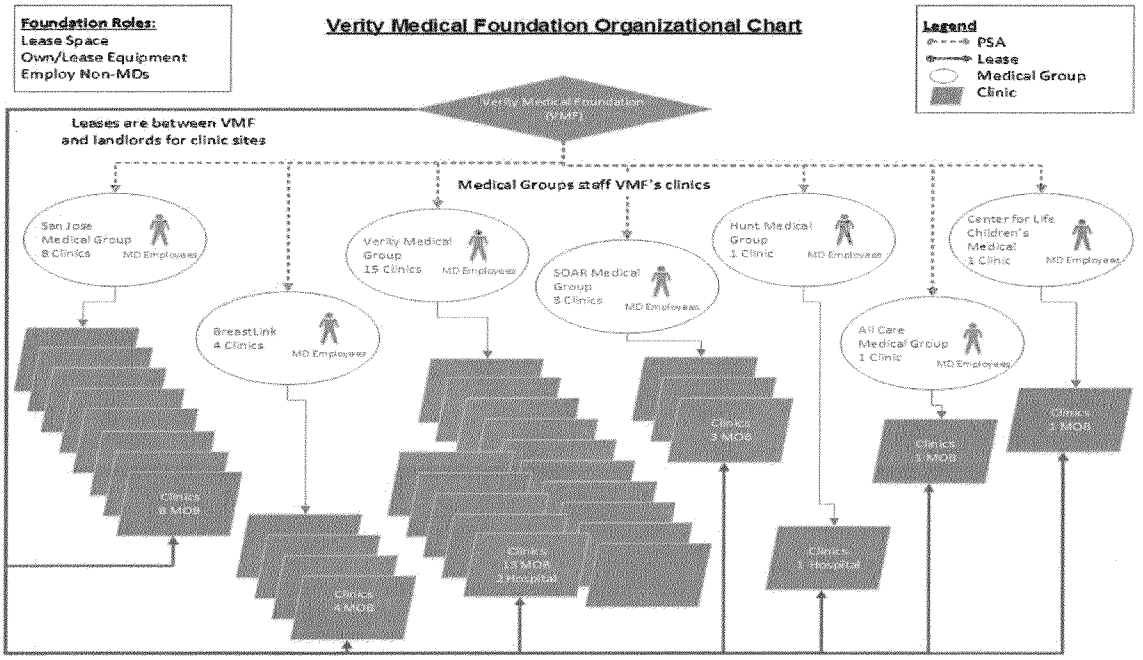

118. As stated above, I am the CEO. The remainder of the senior management follows:

Name	Position
Chief Financial Officer	Anita Chou
Chief Operating Officer	Anthony Armada
Chief Medical Officer	Tirso del Junco, Jr. M.D.

119. VHS is governed by a 7-member Board (the "VHS Board of Directors"), the membership of which follows:

Name	Position
Dr. Ernest Agatstein	Director
James Barber	Director
Terry Belmont	Secretary
Jack Krouskup	Chairman
Charles B. Patton	Director
Christobel Selecky	Director
Andrew Pines	Vice Chair

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120. Verity Holdings, LLC, De Paul Ventures, LLC, and De Paul - San Jose Dialysis, LLC, are all limited liability companies that do not have Boards of Directors. The sole Member of Verity Holdings, LLC, and De Paul Ventures, LLC, is VHS. The sole member of De Paul Ventures - San Jose Dialysis, LLC, is De Paul Ventures, LLC. I am the President and Eleanor Ramirez and Art Huber were appointed Vice Presidents of Verity Holdings, LLC, on November 17, 2017. I am the managing member for De Paul Ventures, LLC. Dr. Tirso del Junco, Jr., is the managing member for De Paul Ventures - San Jose Dialysis, LLC.

B. Capital Structure.

121. As more fully set forth in the declaration of Anita Chou in support of the Debtors' *Emergency Motion Of Debtors For Interim And Final Orders (A) Authorizing The Debtors To Obtain Post Petition Financing (B) Authorizing The Debtors To Use Cash Collateral And (C) Granting Adequate Protection To Prepetition Secured Creditors Pursuant To 11 U.S.C. §§ 105, 363, 364, 1107 And 1108*, VHS, Verity Business Services ("VBS"), the Hospitals, and one operating division are jointly obligated parties on approximately $461.4 million of outstanding secured debt consisting of: (a) $259.4 million outstanding tax exempt revenue bonds, Series 2005 A, G and H issued by the California Statewide Communities Development Authority (the "2005 Bonds"), which loaned the bond proceeds to VHS to provide funds for capital improvements and to refinance certain tax exempt bonds previously issued in 2001 by the DCHS, a religious not-for-profit enterprise and VHS's reorganization predecessor; and (b) $202 million outstanding tax exempt revenue notes, Series 2015 A, B, C, and D and Series 2017 issued by the California Public Finance Authority, which loaned the proceeds to VHS to provide working capital (the "Working Capital Notes"). Wells Fargo Bank, N.A. ("Wells Fargo") is the Bond Trustee and UMB Bank National Association ("UMB Bank") is the successor Master Trustee and for the prepetition secured 2005 Bonds. U.S. Bank, National Association ("U.S. Bank") is the Note Trustee and also the Collateral Agent for the Working Capital Notes.

122. Except for the taxable Series 2015C Working Capital Notes, the 2005 Bonds and the Working Capital notes are all tax exempt, meaning interest on the bonds is not taxable to the holders so long as the issuer maintains its qualified tax exempt status and the proceeds of the

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bonds were used for the tax exempt purposes for which they were originally intended. The Series 2005 A Bonds are comprised four term bonds maturing on July 1, 2024, 2030 and 2035 bearing interest at 5.75% (Series 2005A-2024), (Series 2005A-2030), (Series 2005A-2035) and one maturing July 1, 2039 bearing interest at 5.50% (Series 2005A-2039). The Series 2005G term bond matures on July 1, 2022 and bears interest at 5.50%. The Series 2005H- term bond matures on July 1, 2025 and bears interest at 5.75%. The Working Capital Notes mature on June 10, 2019 (Series 2015A, Series 2015B, Series 2015C and Series 2015D) and on December 10, 2020 (Series 2017A, 2017B). Series 2015A and B and Series 2017 and 2017B bear interest at 7.25%, while the Series 2015D carries an 8.75% interest rate and Series 2015C accrues interest at 9.5%.

123. As set forth above, Holdings, a direct subsidiary of its sole member Verity, was created in 2016 to hold and finance Verity's interests in six medical office buildings whose tenants are primarily physician and other practicing medical groups and certain of the Verity Hospitals. Holdings is the borrower on approximately of $66 million on two series of non-recourse financing secured by separate deeds of trust, revenue and accounts pledges, including lease rents on each medical buildings (collectively "MOB Financing"). The MOB Financings bear interest at a variable interest rate based on equal to One Month LIBOR plus a spread of 5.0% with a floor of 6.23%. The secured lenders for the MOB Financings are affiliates of NantWorks, LLC, which is an affiliate of Integrity.

124. During May 2017, the California Statewide Communities Development Authority issued $20 million of limited obligation tax exempt bonds, pursuant to the CaliforniaFIRST Clean Fund Program in five series all with the same maturity date of September 2, 2047 (the "Clean Fund Bonds") as the conduit issuer for the benefit and obligation of Verity. The purpose of the bond funding was to assist with clean energy construction efforts of the Seaton Medical Center and are secured by Seton Medical Center's voluntary agreement to special tax assessments by Daley City. No other Debtor is liable for repayment of the Clean Fund Bonds. Wilmington Trust National Association ("WTNA") is the Trustee holding the construction funds, and a pre funded capitalized interest fund and is the collateral agent for collection of the special tax assessments for use in paying interest and principal on the Clean Fund Bonds. Interest on the Clean Fund Bonds

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accrues at 6.4%. The special assessment runs for a period which is the shorter of 30 years or the early full defeasement of the Clean Fund Bonds.

125. Also in September 2017, the California Statewide Communities Development Authority issued a single series $20 million of limited obligation tax exempt bonds pursuant to the CaliforniaFIRST Program for the purpose of assisting with clean energy and seismic improvement construction at Seton Medical Center ("NR2 Petros Bonds"). The NR2 Petros Bonds also mature on September 2, 2047, but carry an interest rate of 6.45%. The NR2 Petros Bonds are also California tax exempt and are secured by a special Daly City tax assessment on Seton Medical Center property. No other Debtor is liable for repayment of the NR2 Petros Bonds. The special assessment runs for a period which is the shorter of 30 years or the early full defeasement of the NR2 Petros Bonds. WTNA is the Trustee holding the seismic improvement funds, as well as a pre-funded interest payment fund.

126. NantCapital also provided $40 million of unsecured debt financing for Verity as reflected in two $20 million unsecured notes (the "Unsecured Notes"). The Unsecured Notes are balloon notes with interest and principal payable at maturity in 2020 and carry annual compounded interest rates of 7.25%.

C. Unsecured Debt.

127. The Debtors have approximately $500 million in total unsecured debt, including disputed, unliquidated or contingent claims, which are comprised of claims made by vendors of goods and services, cost report payables, pension obligations, management fees, and incurred but not reported third party claims.

V. Sale Efforts

128. Prior to the Petition Date, the Debtors engaged in substantial efforts to market and sell their assets. In June 2018, the Debtor engaged Cain Brothers, a division of KeyBanc Capital Markets ("Cain"), to identify potential buyers of some or all of the Verity hospitals and related assets and commenced discussions with those potential buyer.

129. Cain prepared a Confidential Investment Memorandum (the "CIM") and organized an online data site to share information with potentially buyers and contacted over 110 strategic

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and financial buyers beginning in July 2018 to solicit their interest in exploring a transaction regarding the Debtors and has advanced significantly towards achieving sales.

130. In August 2018, as a result of its ongoing and broad marketing process, Cain has received 11 Indications of Interest ("IOI") to date, and expects to receive additional proposals on or near the end of August. Shortly after the Petition Date, the Debtors, in consultation with Cain and its other advisors, anticipate selecting an offer from one or more stalking horse bidder(s) to acquire some or substantially all of the Debtors' assets through a sale under § 363 of the Bankruptcy Code.

V. First-Day Pleadings

131. The Debtors request that the relief described below in the First-Day Motions be granted, as each request constitutes a critical element in achieving the successful restructuring of the Debtors for the benefit of its patients, creditors and the communities they serve.

A. Administrative Motions.

132. In the *Motion of Debtors for Entry of an Order Directing the Joint Administration of their Related Chapter 11 Cases* (the "Joint Administration Motion"), the Debtors request entry of an order directing joint administration of these chapter 11 cases for procedural purposes pursuant to Bankruptcy Rule 1015(b) and that the Court maintain one file and one docket for all of the chapter 11 cases under the lead case, Verity Health System of California, Inc.

133. Joint administration of the chapter 11 cases will provide significant administrative efficiencies without harming the substantive rights of any party in interest. Many of the motions, hearings and orders that will be filed in the chapter 11 cases almost certainly will affect each of the Debtors. The entry of an order directing joint administration of the chapter 11 cases will reduce fees and costs by avoiding duplicative filings, objections, notices, and hearings, and will allow all parties in interest to monitor the chapter 11 cases with greater ease and efficiency. The relief requested in the Joint Administration Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest and will enable the Debtors to continue to operate their businesses in chapter 11 with the least disruption.

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134. In the *Ex Parte Motion For Entry Of Order Extending Time To File Schedules Of Assets And Liabilities, Schedules Of Executory Contracts And Unexpired Leases, And Statements Of Financial Affairs* (the "Schedules and SOFA Motion"), as set forth in the declaration of Anita M. Chou, the Debtors request entry of an order granting additional time to file their schedules of assets and liabilities, schedules of executory contracts and unexpired leases, and statements of financial affairs. As a consequence of the size and complexity of the Debtors' business operations, the number of creditors likely to be involved in these chapter 11 cases, the numerous critical operational matters that the Debtors' management and employees must address, a 30-day extension (without prejudice to further extensions) is necessary and appropriate.

135. In the *Debtors' Emergency Motion (A) Approving the Debtors Filing a Consolidated List of Fifty Largest General Unsecured Creditors For All Cases; (B) Approving The Debtors Filing A Consolidated Master Mailing Matrix For All Cases; and (C) Permitting the Debtors' Claims And Noticing Agent To Maintain The Master Mailing Matrix,* the Debtors seek entry of an order approving each Debtor having filed in its respective case: a consolidated list of the fifty largest general unsecured creditors for all eighteen Debtors and a consolidated Master Mailing Matrix for all 17 Debtors; and permitting the Debtor's claims and Noticing Agent (Kurztman Carson Consultants) to maintain and update the Master Mailing Matrix. There are 17 entities that are Debtors in these chapter 11 cases. As of the Petition Date, the Debtors estimate that they have over $1 billion in liabilities and they have over 20,000-40,000 potential creditors and parties in interest (on a consolidated basis) in these chapter 11 cases. Many of the Debtors' creditors overlap. As such, requiring the Debtors to prepare individual Top 20 Lists of Creditors and individual Mailing Matrixes for each Debtor would be an exceptionally burdensome task and would greatly increase the risk and recurrence of error of information already on computer systems maintained by the Debtors or their agents.

B. Operational Motions Requesting Immediate Relief.

136. The Debtors intend to ask for immediate relief with respect to the following First Day Pleadings and, therefore, will present these motions at the First Day Hearing.

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a. Emergency Motion Of Debtors For Interim And Final Orders (A) Authorizing The Debtors To Obtain Post Petition Financing (B) Authorizing The Debtors To Use Cash Collateral And (C) Granting Adequate Protection To Prepetition Secured Creditors Pursuant To 11 U.S.C. §§ 105, 363, 364, 1107 And 1108 (the "Cash Collateral/DIP Motion").

137. By way of the Cash Collateral/DIP Motion, and as set forth in the Declaration of Anita M. Chou (the "Chou Declaration"), Chief Financial Officer of VHS ("Chou Decl."), in support of the Cash Collateral/DIP Motion, the Debtors move, on an emergency basis, for entry of an interim order (substantially in the form attached as Exhibit "A" to the Chou Declaration, the "Interim Order") and a final order (the "Final Order" and together with the Interim Order, the "DIP Orders") (i) (a) authorizing the Debtors to enter into a senior secured, superpriority debtor in possession financing facility with Ally Bank, a subsidiary of Ally Financial, Inc., (the "DIP Lender"), in an (a) interim amount not to exceed $30,000,000 and only as needed to avoid immediate and irreparable harm, and (b) after a final hearing, amount up to $185,000,000 (as amended, modified or otherwise in effect from time to time, the "DIP Facility"), substantially on the terms set forth in the Chou Declaration and the Debtors In Possession Facility Agreement, attached as Exhibit "1" to the proposed Interim Order (as amended, supplemented, or otherwise modified and in effect from time to time, the "DIP Facility Agreement," and together with all other agreements, documents, notes, certificates, and instruments executed and/or delivered with, to or in favor of the DIP Lender, (the "DIP Financing Agreements"), and (b) granting the DIP Liens and the DIP Superpriority Claims (in each case, as defined below); (ii) authorizing the interim use of Cash Collateral (as defined below) on the terms set forth in the Interim Order; (iii) granting "adequate protection" to UMB Bank, N.A., as successor Master Trustee for the Prepetition Secured Revenue Bonds, Series 2005 A, G and H ("2005 Bonds") , U.S. Bank National Association ("U.S. Bank"), as the Collateral Agent and Note Trustee for the Series 2015 A, B, C, and D and the Series 2017 A and B Revenue Notes (collectively, the "Working Capital Notes") and MOB Financing LLC and MOB Financing II LLC as holders of security interests in Verity Holdings prepetition accounts, including rents arising from the prepetition MOB Financing (described below) in the form of Adequate Protection Payments and Replacement Liens, each as defined in the Chou Decl.; (iv) modifying the automatic stay as imposed by section 362 of the

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Bankruptcy Code to the extent necessary to implement and effectuate the terms of the DIP Facility and the DIP Orders; and (v) scheduling an interim hearing to approve the proposed Interim Order and a final hearing with respect to the relief requested herein (the "Final Hearing").

138. Each Debtor has all requisite corporate power and authority to execute and deliver the DIP Financing Agreements to which it is a party and to perform its obligations thereunder.

139. Absent granting emergency access to the Debtors' cash collateral, the Debtors will not be able to made payroll or meet other obligations critical to the maintenance of safe facilities and the delivery of effective acute care services for its patients and staff during the week ending September 7, 2018. Absent emergency access to postpetition financing, the Debtors will lose vendor support for critical postpetition deliveries of goods and services further burdening the Debtors use of cash. Absent entry of an interim order granting the requested relief, the very existence of the Hospitals will be threatened and the ability of the Hospitals to survive as long term going concerns, whether or not owned by the Debtors, will be irreparably harmed.

b. Emergency Motion Of Debtors For Entry Of Order: (I) Authorizing The Debtors To (A) Pay Prepetition Employee Wages And Salaries, And (B) Pay And Honor Employee Benefits And Other Workforce Obligations; And (II) Authorizing And Directing The Applicable Bank To Pay All Checks And Electronic Payment Requests Made By The Debtors Relating To The Foregoing; Memorandum Of Points And Authorities In Support Thereof (the "Wage Motion").

140. By the Wage Motion, the Debtors move the Court for entry of an order (i) authorizing the Debtors, in their discretion, to (a) pay prepetition employee wages and salaries, and (b) pay and honor employee benefits and other workforce obligations (including remitting withholding obligations, maintaining workers' compensation and benefits programs, paying related administration obligations, making contributions to retirement plans, and paying reimbursable employee expenses) (collectively, the "Employee Obligations"); and (ii) authorizing and directing the applicable bank to pay all checks and electronic payment requests made by the Debtors relating to the foregoing.

141. Wages. The Employees are paid their wages and salaries (the "Wages") bi-weekly, in arrears, either five or six days after the end of every 14-day pay period, through direct deposit or by check. The Debtors' average bi-weekly gross payroll is approximately

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$25,394,994, which includes approximately $463,907 for executive payroll, $3,726,816 for withholding obligations (relating to various taxes, claims and other obligations) and $208,476 for retirement plan contribution matching. Under a bifurcated, constant pay cycle, Employees were last paid on August 24 and 30, 2018. The next routine payroll dates covering all Employees' accrued and unpaid prepetition Wages are scheduled for September 7, 13 and 14, 2018, and expected to include approximately $15,353,375 that is attributable to prepetition Wages (the "Requested Prepetition Payroll"), which the Debtors seek authority to pay by the Wage Motion. The Debtors do not believe payments of Wages to any individual Employee will exceed the $12,850 cap under § 507(a).

142. Withholding and Union Obligations. In the ordinary course of their business, the Debtors routinely withhold from the Wages certain amounts that the Debtors are required to transmit to third parties for purposes such as Social Security and Medicare, federal and state or local income taxes, contributions to the Debtors' benefit plans, savings and retirement plan contributions, union claims, garnishment, child support or other similar obligations pursuant to court order or law (collectively, the "Withholding Obligations"). The Debtors owe approximately $3,726,816 for Withholding Obligations in connection with the Requested Prepetition Payroll, which the Debtors seek authority to pay by the Wage Motion. The Debtors are also required to make certain Union-specific contributions, which are currently accrued and unpaid in the amount of $85,089 on account of prepetition Wages, which the Debtors seek authority to pay by the Wage Motion.

143. Bonuses. Certain Employees are eligible to receive sign-on, retention and incentive bonuses. Payout opportunity is based on Employee position, title and location (i.e., Hospital or Systems Office). The Debtors do not, by the Wage Motion, seek permission to pay any bonuses to continuing Employees but do seek the authority, in the Debtors' discretion, to pay the Employees for contractually agreed bonuses that accrued within the 180 days prior to the Petition Date when their services with the Debtors are terminated so long as the total of the payments already then made for prepetition Employee Obligations and the bonuses does not exceed the statutory limit for priority claims of $12,850.

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144. Reimbursement Obligations. The Debtors customarily reimburse Employees who incur business expenses in the ordinary course of performing their duties on behalf of the Debtors. Such expenses typically include, but are not limited to, business-related travel expenses (including mileage), business meals, relocation allowances, tuition reimbursement, and other items specified in the CBAs. Based on historical experience, the Debtors anticipate that, as of the Petition Date, the Debtors owe an estimated $30,200 in Reimbursement Obligations to their Employees, which they seek authority to pay by the Wage Motion. The Debtors further seek to continue to pay Reimbursement Obligations incurred postpetition in the ordinary course of the Debtors' business.

145. Paid Time Off and Extended Sick Leave. Full-time and part-time Employees become eligible to receive employment benefits beginning the first of the month following 30 days of employment (when they become "Eligible Employees"). *Per diem* Employees are not Eligible Employees. The Debtors provide Eligible Employees with Paid Time Off ("PTO") and Extended Sick Leave ("ESL"), which are accrued annually and in increasing rates over successive years. PTO is time off due to vacation, holiday, personal or incidental sick time. ESL kicks in (a) immediately where the Eligible Employee is admitted for surgery, (b) after a 3-day waiting period for a workers' compensation injury, and (c) after a 7-day waiting period if workers' compensation is not implicated. As of the Petition Date, the Debtors are carrying approximately $36.6 million on their books for 789,942 hours of accrued and unused PTO. Eligible Employees are permitted to cash out their unused PTO on one or two occasions during the year depending on the relevant Hospital or CBA. As of the Petition Date, the Debtors are carrying approximately $17.5 million on their books for 372,000 hours of accrued and unused ESL. Some CBAs permit Eligible Employees to cash out a portion of their unused ESL at retirement. By the Wage Motion, the Debtors seek authority to honor their existing PTO and ESL policies to the extent it would permit continuing Employees to use their prepetition accrued leave in the ordinary course of business, and going forward. The Debtors are not, by the Wage Motion, seeking permission to cash out any accrued and unused PTO or ESL of continuing Employees but do seek the authority, in the Debtors' discretion, to pay the Employees for unused PTO and/or ESL, as permitted per

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Hospital policy and relevant CBA terms, that accrued within the 180 days prior to the Petition Date so long as the total of the payments for prepetition Employee Obligations does not exceed the statutory limit for priority claims of $12,850.

146. Health Benefits. The Debtors offer Eligible Employees the opportunity to participate in a number of insurance and benefit programs, including, among other things, medical, dental and vision plans, life insurance, short-term and long-term disability insurance, workers' compensation, retirement plans and other insurance plans and benefits. As of the Petition Date, the Debtors owed (a) approximately $3,162,816 to Healthnow as third-party administrator on account of accrued and unpaid prepetition claims against the self-insured medical plans; (b) approximately $48,060 to Cigna and Delta Dental for accrued and unpaid prepetition claims against the self-insured dental plans; (c) approximately $60,150 to VSP for accrued and unpaid prepetition claims on account of the self-insured vision plans. By the Wage Motion, the Debtors seek authority to pay these prepetition claims. The Debtors believe that they are current on the administration fees and premiums related to the health plans to pay their portion of any premiums or administration fees for the health plans that accrued and remain unpaid as of the Petition Date, and to turn over to Blue Shield of California any amounts sufficient to satisfy the portion of the accrued and unpaid prepetition premiums to be paid by the Employees in connection with the payment of the Wages and Withholding Obligations. By the Wage Motion, the Debtors also seek authority to continue to pay, in their discretion and in the ordinary course of their business, the administration fees, premiums for and claims under the health plans incurred postpetition. The Debtors further seek, by the Wage Motion, to continue to perform any obligations under Continuation Health Coverage (COBRA) in respect to former employees.

147. Life, Disability and Workers' Compensation. The Debtors offer Eligible Employees premium-based group life insurance and accidental death and dismemberment insurance ("AD&D") through UNUM; premium based short term ("STD") and long term disability coverage ("LTD") through Cigna; workers' compensation insurance through Old Republic Insurance; and an employee assistance program through Optum. The Debtors are also are obligated to Cigna on account of claims under the Federal Medical Leave Act (FMLA) and

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California Family Rights Act (CFRA). The Debtors believe that they are current on all the above mentioned insurance policies and claims obligations. To the extent they are not, however, the Debtors seek authority, by the Wage Motion, in their discretion, to pay any accrued and unpaid prepetition premiums and related charges and to continue these benefits postpetition and to deliver the Employees' portion of any accrued and unpaid prepetition premiums to the corresponding administrators.

148. Retirement Plans. As described in further detail above, the Debtors offer eligible Employees the opportunity to participate in various retirement plans, including defined benefit plans and defined contribution plans. By the Wage Motion, the Debtors seek authority to pay their matching contributions that accrued and remain unpaid as of the Petition Date for the retirement plans and to deliver the Employee contributions in connection with the payment of Wages and Withholding Obligations described above. The Debtors also seek authority, by the Wage Motion, to continue to pay, in their discretion and in the ordinary course of their business, matching contributions for the retirement plans incurred postpetition.

149. Miscellaneous Plans. The Debtors also offer their eligible Employees the opportunity to participate in a "Cafeteria Plan" through Alliant Choice Plus, which includes voluntary critical care insurance, pet insurance, auto and home insurance. The healthcare reimbursement account and dependent care reimbursement account are administered through Healthnow, and long-term care is administered through UNUM. All of these programs are 100% funded by the Employees and are paid for through payroll deductions. By the Wage Motion, the Debtors request authority to continue to honor these programs, in their discretion, and to continue distributing to third-parties the payments for these programs in connection with the payment of Wages and Withholding Obligations as described above, including the distributions of payments that are for prepetition amounts due.

150. The Debtors believe that substantially all of its Employees rely exclusively on their compensation to pay their daily living expenses. Also, the Employee Benefit Programs are a critical component of the Employees' total compensation package. It is imperative to the accomplishment of the Debtors' goals in this case that the Debtors minimize any adverse impact

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of the chapter 11 filing on the Debtors' workforce, patients, operations, and orderly administration of these Cases. Any disruption to payment of the payroll in the ordinary course, or to the continued implementation of employee programs in the Debtors' discretion, would adversely affect the Debtors' goals in this case because such events are likely to cause some employees to terminate their employment with the Debtors, will cause employees to be distracted from their duties to care for the patients, and will hurt employee morale at a particularly sensitive time for all employees. Failure to honor the Employee Obligations could have severe repercussions on the Debtors' ability to preserve its assets and administer its estate, to the detriment of all constituencies. Accordingly, as set forth in the Wage Motion, the Debtors request authority to continue paying the Employees and administering the Employee Benefit Programs and any obligations related to the foregoing (subject to the Budget and any applicable payment caps) in the ordinary course of business.

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c. Emergency Motion Of Debtors For Authority To: (1) Continue Using Existing Cash Management System, Bank Accounts And Business Forms; (2) Implement Changes To The Cash Management System In The Ordinary Course Of Business; (3) Continue Intercompany Transactions; (4) Provide Administrative Expense Priority For Postpetition Intercompany Claims; And (5) Obtain Related Relief; Memorandum Of Points And Authorities In Support Thereof (the "Cash Management Motion").

151. By the Cash Management Motion, the Debtors move the Court for the entry of an order authorizing them, subject to the terms of the DIP Orders and DIP Financing Agreements to: (1) continue to use their cash management system, including the continued maintenance of their existing bank accounts (three of which include passive investing) and business forms; (2) implement changes to their cash management system in the ordinary course of business, including opening new or closing existing bank accounts; (3) continue to perform under and honor intercompany transactions in the ordinary course of business, in their business judgment and at their sole discretion; (4) provide administrative expense priority for postpetition intercompany claims, all as set forth in more detail below; and (5) obtain related relief.

152. The Debtors further request, by the Cash Management Motion, that the Court authorize the financial institutions at which the Debtors maintain various bank accounts to (a) continue to maintain, service and administer the Debtors' bank accounts, and (b) debit the bank

accounts in the ordinary course of business on account of (i) wire transfers or checks drawn on the bank accounts, or (ii) undisputed service charges owed to the banks for maintenance of the Debtors' cash management system, if any.

153. The Debtors currently have 63 accounts (the "Accounts") with five commercial banks and one investment bank (collectively the "Banks"). The Debtors request authority to continue utilizing the Accounts, subject to the terms of the DIP Orders and DIP Financing Agreements. Requiring the Debtors to close certain of the Accounts and open new ones will disrupt the Debtors' cash flow – and, ultimately, impact patient care – because (i) the depositors (some of which are governmental agencies) will not respond quickly to the change and will likely continue to send deposits to the original deposit account, and (ii) the Debtors have certain obligations (including for debt, pension and defined contribution) that they pay exclusively by electronic funds transfer and changes to the payment accounts have the potential of slowing down these crucial payments. Closing the Accounts will also increase the work of the Debtors' accounting personnel, who are already dealing with the many and varied issues related to these Cases. Closing the Accounts and opening new ones under the circumstances described in the corresponding Memorandum of Points and Authorities would needlessly cost the Debtors time and money at a time when they are trying to conserve both, and would result in no discernible benefit to the Debtors' bankruptcy estates.

154. The Debtors also request in the Cash Management Motion authority to continue using their business forms without the designation "Debtors in Possession" on them *for a limited time*. The Debtors' forms are either electronically printed or can be electronically altered. The Debtors seek the authority of this Court to utilize their electronically generated forms without the "Debtors in Possession" designation until the adjustments to the software can be initiated and existing stock is exhausted.

155. Subject to the DIP Orders and DIP Financing Agreements, by the Cash Management Motion, the Debtors request that the Court authorize them to continue using their cash management system in connection with the continued use of Accounts and continued use of

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the Debtors' business forms; in furtherance thereof, the Debtors further request that the Court authorize and direct the Banks to continue honoring the Debtors' transactions.

d. Emergency Motion Of Debtors For Order (A) Prohibiting Utilities From Altering, Refusing, Or Discontinuing Service And (B) Determining Adequate Assurance Of Payment For Future Utility Services (the "Utilities Motion").

156. By the Utilities Motion, the Debtors move the Court for the entry of an order authorizing them to (i) prohibiting utilities (collectively, the "Utility Companies" and individually, a "Utility Company") from altering, refusing, or discontinuing service without further order of the Court; and (ii) determining adequate assurance of payment for future utility services. The Debtors receive essential utility services from several Utility Companies. Furthermore, the Debtors seek a determination that: (i) a deposit made by the Debtors to each Utility Company in an amount equal to the average monthly invoice for prepetition services provided to the Debtors by such Utility Company (the "Deposit"); (ii) the ability of any Utility Company to obtain an initial hearing on the adequacy of the Deposit; and (iii) the ability of any Utility Company to obtain an expedited hearing regarding further adequate assurance if the Debtors fail to cure a post-petition payment default within twenty (20) days after written notice of such default, constitute adequate assurance of payment for future utility services.

157. As life-saving medical service providers, the Debtors are situated in a vulnerable position—without the continual flow of vital services of Utility Companies, the mission of the Debtors' business would unravel, irreparably harming the Debtors and their patients who seek medical care in the hospitals, medical centers, and clinics operated by the Debtors. Thus, I believe that in order to ensure the timely and proper care of the patients and maintain ongoing business operations, it is imperative the Debtors are able to rely on a consistent supply of these services.

158. Specifically, uninterrupted electricity, gas, telephone, and similar services are essential to the Debtors' provision of medical services to the Debtors' patients. Any interruption, however brief, to utility services to the Debtors' business will result in a serious disruption of the Debtors' business operations and dramatically affect patient care. Therefore, I believe that it is critical that the Court prohibit the Utility Companies from altering, refusing or discontinuing service to the Debtors without further order of this Court. The Deposit for each of the Utility

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Companies, coupled with the streamlined mechanism for requesting further adequate assurance will provide adequate assurance of payment to the Utility Companies as well as safeguard the Debtors' continuing operations.

159. The Debtors are current on payment to the Utility Companies. Further, the Debtors have sufficient cash to pay their postpetition utility bills as they come due and have specifically budgeted for such payments in the Debtors' operating budget submitted in connection with the Debtors' Cash Collateral Motion.

e. Debtors' Emergency Motion For Entry Of An Order Authorizing Debtors To Honor Prepetition Obligations To Critical Vendors (the "Critical Vendors Motion").

160. By the Critical Vendors Motion, the Debtors move the Court for the entry of an order authorizing, but not directing, the Debtors to continue to pay and/or honor the prepetition claims, up to $20 million (the "Critical Vendor Cap"), with (i) an interim amount of up to $5 Million, and (ii) an additional amount of up to $15 Million, of their most critical vendors, in the Debtors' discretion and in the ordinary course of the Debtors' business, pursuant to a carefully-designed Protocol (defined below) overseen by a core, centralized team consisting of senior members of Debtors' management and professional advisors, and subject to the terms and conditions. The Debtors will suffer irreparable harm without the relief requested in Critical Vendors Motion.

161. As life-saving medical service providers, the Debtors are situated in a vulnerable position in that their entire mission would immediately unravel, irreparably harming the Debtors and their patients without the continual flow of vital medical services, medical supplies, medical equipment, physicians, nurses, nurse practitioners, physicians assistants, professional technicians such as, imaging technicians, surgical technicians, sterile processing technicians and interim clinical/management staff, coders, admission department staff, as well as non-medical services, information technology support, and/or benefits.

162. Additionally, local, state, and federal law places certain compliance requirements on the Debtors. For example, as the operator of hospitals licensed under California state law and certified to participate in the Medicare and Medicaid programs, the Debtors must comply with all

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hospital licensing and certification requirements, including those found in the Health and Safety Code and in Title 22 of the California Code of Regulations, as well as the applicable Medicare conditions of participation and corresponding Medicaid requirements. In addition to complying with these overarching requirements, the Debtors must monitor and comply with all of the other licensing and operational requirements that apply to the different service lines and programs offered by the hospitals, including, for example, those applicable to the hospital pharmacies and laboratories. These extensive, comprehensive requirements can only be fulfilled through continued, uninterrupted access to various goods and services. Thus, in order to ensure the timely and proper care of the patients and maintain ongoing business operations, it is imperative the Debtors are able to rely on a consistent, quality supply of various physicians, nurses, nurse practitioners, physicians assistants, professional technicians such as, imaging technicians, surgical technicians, sterile processing technicians and interim clinical/management staff, coders, admission department staff, as well as certain medical supplies, medical equipment, and services provided by vendors, suppliers and/or service-providers that are "critical" to the Debtors' businesses (the "Critical Vendors").

163. The Debtors' Critical Vendors include the following categories of providers: (i) uncompensated care contract physicians and on-call coverage physicians (collectively, the "Uncompensated Care and On-Call Coverage Physicians"); (ii) medical directors (the "Medical Directors"); (iii) medical staff officers and leadership positions ("Medical Leadership"); (iv) physicians providing teaching services ("Physician Educators"); (v) medical services providers (the "Medical Services Providers"); (vi) medical supplies and medical equipment providers (collectively, the "Medical Supplies and Equipment Providers"); (vii) medical staffing agencies and hospital-based services providers (collectively, the "Clinical Staffing"); (viii) non-medical services providers (the "Non-Medical Services Providers"); (ix) information technology services providers (the "IT Services Providers"); and (x) various employee benefits providers (the "Benefits Providers").

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164. The Debtors require the use of various physicians, the Uncompensated Care and On-Call Coverage Physicians, who provide care to patients who lack the ability to compensate the Debtors for their medical treatment (individually, "Uncompensated Care Contract Physicians") and the physicians who provide on-call services to cover the Debtors' daily on-call needs (individually, "On-Call Coverage Physicians"), all in order to ensure patient care. The Uncompensated Care Contract Physicians routinely provide the following vital services: (i) Emergency Room coverage; (ii) surgical procedures for any Patient who is uninsured or underinsured; (iii) psychiatry; and (iv) cardiac services. The On-Call Coverage Physicians make themselves available to the Debtors for certain periods of time to ensure that a specialist is available at all times for emergency situations, including such emergent conditions as cardiac arrest and immediate trauma. The On-Call Coverage Physicians routinely provide the following areas of expertise: (i) urology; (ii) general surgery; (iii) orthopedics; (iv) cardiology; (v) neurosurgery; (vi) thoracic surgery; (vii) cardiac surgery; (viii) radiation oncology; (ix) neurology, (x) psychiatry; (xi) nephrology; (xii) gastroenterology; (xiii) pediatric surgery; and (xiv) obstetrics.

165. Due to the strong economy and the tight labor market for professionals with expertise, Uncompensated Care and On-Call Coverage Physicians have a vast array of working opportunities available to them, and to the extent the Debtors are unable to ensure payment for prepetition claims, these Uncompensated Care and On-Call Coverage Physicians will work at other hospitals, resulting in a devastating impact on patient care and irreparable harm to the smooth transition into chapter 11 and preservation and maximization of value for the benefit of the Debtors' creditors.

166. Further, the Debtors require the use of various physicians who serve as Medical Directors. As Medical Directors, it is their responsibility to ensure the hospital runs smoothly and efficiently and according to local, state, and federal mandates in order to ensure patient care. These Medical Directors supervise and coordinate the On-Call Coverage Physicians, provide vital operating and administrative services, such as (i) the Long Term & Sub-Acute Unit; (ii) Advanced Wound Care; (iii) the Comprehensive Spine Care Program; (iv) the Stroke Program;

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(v) Cardiac & Pulmonary Rehabilitation; (vi) Oncology; (vii) Non-Invasive Cardiology; (viii) Radiation Therapy; (ix) the Intensive Care Unit and Neonatal Intensive Care Unit; (x) the Antimicrobial Stewardship Program; (xi) Interventional Neurology; (xii) the Bioethics Program; (xiii) the Catherization Laboratory; (xiv) the Skilled Nursing Facility, the Stroke Program; (xv) Thoracic Surgery; (xvi) the Dialysis Center; and (xvii) Nuclear Medicine and Vascular Laboratory. They also are vital for program quality, oversight, and risk management. There are approximately 60 physicians serving as Medical Directors. Similar to the Uncompensated Care and On-Call Coverage Physicians. I believe they also are vital for program quality, oversite, and risk management. There are approximately 68 physicians serving as Medical Directors.

167. Similar to the Uncompensated Care and On-Call Coverage Physicians, and due to the strong economy and the low labor market for professionals with expertise, Medical Directors are in demand and have a vast array of working opportunities available to them. To the extent the Debtors are unable to ensure payment for prepetition claims to Medical Directors, these Medical Directors will work at other hospitals, resulting in a devastating impact on patient care and irreparable harm to the smooth transition into chapter 11 and preservation and maximization of value for the benefit of the Debtors' creditors.

168. Debtors require the use of various physicians who serve as medical staff officers and in other leadership positions, as required by each Hospital's accreditation with The Joint Commission (the "TJC"). Medical Leadership includes the Chiefs of Staff and all Department Chairs required by each of the Debtors' Medical Staff Bylaws, and by Title 22, including physician oversight for cardiology, pulmonary, laboratory, stroke, and ST-elevation myocardial infarction departments. The Chief Medical Officers are essential to ensure quality and risk oversight. Without these physicians, who I believe can easily find competitive opportunities elsewhere, the Debtors' day-to-day programs will cease to function, resulting in a significant impact on patient care and other irreparable harm to the Debtors' Chapter 11 Cases.

169. The Debtors require the use of various physicians, the Physician Educators, who provide teaching services in the Debtors' graduate medical education (the "GME") program, a legal requirement with which the Debtors must comply. The GME program simultaneously

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provides: (i) training for interns, residents, and fellows until they become independent and licensed practitioners; and (ii) access to healthcare for elderly and impoverished patients. Physician Educators are in high demand because the State of California mandates that every teaching hospital support the efforts to provide access to high quality healthcare to its most vulnerable population. To maintain Level 2 Trauma status, the Debtors must maintain the GME program. Therefore, the Physician Educators are vital to maintaining the Debtors' teaching hospital status and affording access to healthcare, both of which are key to the Debtors' Patient care, ongoing operations, and/or potential sale of its assets for the benefit of its creditors and the Estates.

170. Debtors require the use of various Medical Services Providers, including, but not limited to, those who provide services such as surgical anesthesia coverage, organ harvesting and organ matching services, medical equipment sanitization, diagnostic interventional cardiology services, interventional neuroradiology, imaging services, advanced wound care, pathology and laboratory services, dialysis services, lithotripsy services, sterile compounding services, rehabilitation staffing and management services, subacute management services, psychiatric management services, hospitalist services, intensivist program services, medical screening services, and medical instrument repair services. These services are vital to the Debtors' day-to-day operations, in particular with regard to Patient care, and the Debtor will suffer immediate irreparable harm should the Court not grant the Debtors' request to include the Medical Services Providers as Critical Vendors.

171. Debtors require the use of various medical supplies and medical equipment from the Medical Supplies and Equipment Providers, including, but not limited to, blood and plasma, heart valves, coronary intervention products, defibrillators, laparoscopic and minimally invasive surgical supplies, neurosurgical supplies and neurology devices, other surgical medical products, bone substitute biologics, regenerative vascular grafts, vaccinations and other pharmaceuticals, nuclear medicines, medical gases, anesthesia medical equipment, laboratory medical supplies, radiation equipment, gastrointestinal supplies, cochlear implants, orthopedic implants, spinal implants, intraocular lenses and ophthalmology supplies, sterilization equipment and products,

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and fetal monitoring systems. Equipment includes medical equipment rentals, biomedical repair tools and equipment, patient beds and stretchers, vital sign monitoring, infusion pumps, medication supply stations, gastro-intestinal lab equipment, cardiac catherization lab equipment, operating room equipment, imaging equipment, laboratory equipment, pharmacy dispensing equipment, and transplant program equipment. The medical supplies and medical equipment the Debtors receive from the Medical Supplies and Equipment Providers are vital to the Debtors' day-to-day operations, to maintain Patient care, and the Debtors will suffer immediate irreparable harm should the Court not grant the Debtors' request to include the Medical Supplies and Equipment Providers as Critical Vendors.

172. The Debtors also require the Clinical Staffing, which are various medical groups, staffing agencies, and other hospital-based services providers, to meet critical thresholds of physicians, nurses, nurse practitioners, physicians assistants, professional technicians such as, imaging technicians, surgical technicians, sterile processing technicians and interim clinical/management staff, coders, and admission department staff servicing patients in emergency and non-emergency room situations. The provision of physicians, nurses, professional technicians such as, imaging technicians, surgical technicians, sterile processing technicians and interim clinical/management staff, coders, and admission department staff is vital to service the Debtors' six active emergency rooms, trauma center, and the multiple medical specialty units providing tertiary and quaternary care.

173. Additionally, regarding the provision of nurses, the staffing supplementation is essential because: (1) California has a mandatory statutory nurse to patient ratio, and so the Debtors are required by law to meet certain ratios in order to operate on a daily basis; and (2) it is difficult to recruit experienced staff—as opposed to recent graduates—for short-term assignments. Indeed, these staffing agencies provide the requisite "registry" nurses who take short single-day assignments and "traveler" nurses who take longer-term assignments to fill in during busier seasons—*e.g.*, flu season—and understaffed periods—*e.g.*, during nurses strikes of represented nurses—where the Debtors may not otherwise have sufficient numbers of nurses between their core and per diem nurses.

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174. Moreover, many of the Clinical Staffing who provide physicians, nurses, nurse practitioners, physicians assistants, professional technicians such as, imaging technicians, surgical technicians, sterile processing technicians and interim clinical/management staff, coders, and admission department staff to the Debtors will not staff the Debtors' business if there is any interruption or delay in the payment of the amounts due to them. Given the Debtors' reliance on the medical services provided by the Clinical Staffing to provide Patient care and otherwise fulfill the Debtors' daily medical services needs, and the fact that the Clinical Staffing can simply shift their services to a medical services company, it is crucial that the Debtors be authorized to pay any prepetition amounts due to the Clinical Staffing as Critical Vendors in the ordinary course of business.

175. The Debtors require use of Non-Medical Services Providers, including, but not limited to, those who provide services such as payroll tax services, financial audit services, billing services, cost reporting services, revenue cycle management services, consulting and education services for various required national, state, and local accreditations and mandates, environmental services, record retention services, building maintenance services, medical equipment maintenance services, management services, and other similar services, as well as to seismic contractors. Seismic contractors are designers, engineers, suppliers and constructors who are engaged in the statutory work of retrofitting hospital structures to meet the SB1953 and subsequent amendments that are required to be completed by December 31, 2019. Delay of the projects will cause the Debtors to miss the regulated deadlines, risking the Debtors' California Department of Public Health license and suspension of such. These non-medical services are vital to the Debtors' day-to-day operations, particular with regard to Patient care, and the Debtor's ability to comply with regulatory requirements set by the State of California legislature, and the Debtor will suffer immediate irreparable harm should the Court not grant the Debtors' request to include the Non-Medical Services Providers as Critical Vendors.

176. The Debtors require use of various IT Services Providers who provide information technology services, including, but not limited to, those who provide services such as diagnostic technology, interoperability between devices, risk management and software services, revenue

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cycle management billing software and services, teleradiology services, customer relationship management, networking solutions services, multi-function copiers, voice over internet protocol system services, hosting services for applications, and point of care data management system services. Critical patient care systems such as electronic health record systems and enterprise resource planning systems must be maintained to ensure continuity and Patient care. I believe these information technology services are vital to the Debtors' day-to-day operations, in particular with regard to Patient care, and the Debtor will suffer immediate irreparable harm should the Court not grant the Debtors' request to include the IT Services Providers as Critical Vendors.

177. The Debtors require certain Benefits Providers because the Debtors have incentivized their employees to continue working through the continuation of company-subsidized benefits, such as workers compensation, medical, dental, vision, short term and long term care, leave of absence, and life insurance. If the Debtors are not permitted to pay any prepetition premium amounts due to these Benefits Providers, the employees' insurance coverage will be jeopardized and the employees will likely seek employment elsewhere. Specifically, I believe any disruption to payment of the employee benefits in the ordinary course (and in the Debtors' discretion), would adversely affect the Debtors' goals in this Case because such events are likely to cause some employees to terminate their employment with the Debtors, will cause all employees to be distracted from their duties to care for the patients and the operations of the hospitals, and will inevitably hurt employee morale at a particularly sensitive time for all employees, resulting in severe repercussions on the Debtors' ability to provide Patient care, and to preserve their assets and administer the Estates, to the detriment of all constituencies. Since the Debtors do not have the ability to quickly or cost-effectively replace their employees who provide vital medical and non-medical services on a daily basis, it is critical that the Debtors be allowed to continue these benefits in order to retain their employees and maintain their business operations to preserve the full value of their assets for the benefit of their creditors. Therefore, the Court should include Benefits Providers as Critical Vendors.

178. I, along with the Debtors, am mindful of the Debtors' fiduciary obligations to seek to preserve and maximize the value of their Bankruptcy Estate. To that end, the Debtors and their

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advisors have engaged in an intense process of reviewing and analyzing the Debtors' books and records, consulting operations management and purchasing personnel, reviewing contracts and supply agreements, and analyzing applicable laws, regulations, and historical practices to identify business relationships—which, if lost, could materially harm the Debtors' patients, the Debtors' businesses, reduce their enterprise value, and/or impair their restructuring process—all in an effort to identify only those most critical vendors using their business judgment (the "Protocol"). Such Protocol is on-going; however, the amounts proposed to be paid to the Critical Vendors are already provided for in the Debtors' operating budget submitted in connection with the Debtors' Cash Collateral Motion.

179. Indeed, during the Protocol process, the Debtors and I have deemed certain vendors as critical because each of these Critical Vendors meets the following criteria: (a) the vendor is essential to patient care, supports maintaining the Debtors' business in full compliance with California's Title XII requirements for operating general acute care hospitals in the state of California, and allows the Debtors to maintain their business postpetition until reorganization and/or sale of the Debtors' assets for the benefit of creditors; (b) the vendor is indispensable for providing vital goods or services, replacing said vendor would be prohibitively expensive, or said vendor is otherwise critical to prevent the diversion of management and key personnel to solicit other vendors to provide comparable goods or services and to prevent other unnecessary distraction during the extensive transitional period; (c) the vendor holds an unpaid prepetition claim for the provision of goods or services; (d) the vendor will refuse to deliver goods or provide services without payment of the prepetition claim and the automatic stay imposed by section 362(a) will be inadequate to address the issue; (e) cash on delivery is unlikely to provide the requisite incentive for the vendor to continue providing goods or services; (f) the Debtors lack a long-term contractual relationship with the vendor that would oblige the vendor to continue the prepetition relationship, and the Debtors are otherwise without adequate leverage to compel performance on commercially reasonable terms; and (g) the Debtors will suffer immediate and irreparable harm if the vendor is not specially incentivized to continue providing goods or services. The Debtors will use commercially reasonable efforts to require the vendor to sign a

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postpetition agreement with normalized terms and conditions that contractually bind the vendor to continue providing goods and services postpetition.

I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Executed this 31st of August 2018, at Los Angeles, California.

[redacted]

Richard G. Adcock

[redacted]

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Proposed Attorneys for the Chapter 11 Debtors and
Debtors In Possession

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

In re VERITY HEALTH SYSTEM OF CALIFORNIA, INC., *et al.*, Debtors and Debtors In Possession.	Lead Case No. 2:18-bk-20151-ER (Proposed To Be) jointly administered with: Case No. 18-_____; Case No. 18-_____; Case No. 18-_____; Case No. 18-_____; Case No. 18-_____; Case No. 18-_____; Case No. 18-_____; Case No. 18-_____; Case No. 18-_____; Case No. 18-_____; Case No. 18-_____; Case No. 18-_____; Case No. 18-_____; Case No. 18-_____; Case No. 18-_____; Case No. 18-_____ Chapter 11 Cases **NOTICE OF ERRATA TO DECLARATIONS OF RICHARD G. ADCOCK [DOCKET NOS. 3 AND 8]**
☒ Affects All Debtors ☐ Affects Verity Health System of California, Inc. ☐ Affects O'Connor ☐ Affects Saint Louise Regional Hospital ☐ Affects St. Francis Medical Center ☐ Affects St. Vincent Medical Center ☐ Affects Seton Medical Center ☐ Affects O'Connor Hospital Foundation ☐ Affects Saint Louise Regional Hospital Foundation ☐ Affects St. Francis Medical Center of Lynwood Foundation ☐ Affects St. Vincent Foundation ☐ Affects St. Vincent Dialysis Center, Inc. ☐ Affects Seton Medical Center Foundation ☐ Affects Verity Business Services ☐ Affects Verity Medical Foundation ☐ Affects Verity Holdings, LLC ☐ Affects De Paul Ventures, LLC ☐ Affects De Paul Ventures - San Jose Dialysis, LLC Debtors and Debtors In Possession.	

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THE HONORABLE ERNEST M. ROBLES, UNITED STATES BANKRUPTCY JUDGE FOR THE CENTRAL DISTRICT OF CALIFORNIA, AND ALL PARTIES ENTITLED TO NOTICE:

PLEASE TAKE NOTICE that Verity Health System of California, Inc. ("VHS") hereby corrects the amount of the liabilities set forth in the declarations of Richard G. Adcock [Docket No. 3, at 7, lines 23-24 and Docket No. 8, at 21, lines 19-20], which inadvertently included a comma instead of a period. VHS and the above-captioned affiliated debtors' consolidated unaudited financial statements reflect total liabilities of approximately $1.278 billion.

Dated: August 31, 2018

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TANIA M. MOYRON

By /s/Tania M. Moyron
Tania M. Moyron

Proposed Attorneys for the Chapter 11 Debtors and Debtors In Possession

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Title 11, California Code of Regulations, § 999.5(d)(1)(A)

Exhibit 2

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UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

In re VERITY HEALTH SYSTEM OF CALIFORNIA, INC., *et al.*, Debtors and Debtors In Possession.	Lead Case No. 18-20151 Jointly Administered With: CASE NO.: 2:18-bk-20162-ER CASE NO.: 2:18-bk-20163-ER CASE NO.: 2:18-bk-20164-ER CASE NO.: 2:18-bk-20165-ER CASE NO.: 2:18-bk-20167-ER CASE NO.: 2:18-bk-20168-ER CASE NO.: 2:18-bk-20169-ER CASE NO.: 2:18-bk-20171-ER CASE NO.: 2:18-bk-20172-ER CASE NO.: 2:18-bk-20173-ER CASE NO.: 2:18-bk-20175-ER CASE NO.: 2:18-bk-20176-ER CASE NO.: 2:18-bk-20178-ER CASE NO.: 2:18-bk-20179-ER CASE NO.: 2:18-bk-20180-ER CASE NO.: 2:18-bk-20171-ER
☒ Affects All Debtors ☐ Affects Verity Health System of California, Inc. ☐ Affects O'Connor Hospital ☐ Affects Saint Louise Regional Hospital ☐ Affects St. Francis Medical Center ☐ Affects St. Vincent Medical Center ☐ Affects Seton Medical Center ☐ Affects O'Connor Hospital Foundation ☐ Affects Saint Louise Regional Hospital Foundation ☐ Affects St. Francis Medical Center of Lynwood Foundation ☐ Affects St. Vincent Foundation ☐ Affects St. Vincent Dialysis Center, Inc. ☐ Affects Seton Medical Center Foundation ☐ Affects Verity Business Services ☐ Affects Verity Medical Foundation ☐ Affects Verity Holdings, LLC ☐ Affects De Paul Ventures, LLC ☐ Affects De Paul Ventures - San Jose Dialysis, LLC Debtors and Debtors In Possession.	Chapter 11 Cases Hon. Judge Ernest M. Robles **DECLARATION OF ANITA CHOU, CHIEF FINANCIAL OFFICER, IN SUPPORT OF MOTION FOR INTERIM ORDER AUTHORIZING (A) USE OF CASH COLLATERAL; (B) DEBTOR IN POSSESSION CREDIT AGREEMENT; (C) GRANT OF SUPERPRIORITY PRIMING LIENS TO DIP LENDER AND; (D) GRANT OF JUNIOR LIENS ON POST PETITION ACCOUNTS AND INVENTORY AS ADEQUATE PROTECTION TO PREPETITION SECURED PARTIES PURSUANT TO 11 U.S.C. §§105(A), 363(C)(2), AND 364(C) AND (D)** EMERGENCY HEARING: Date: September 5, 2018 Time: 10:00 a.m. Place: Courtroom 1568

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I, Anita Chou, submit this Declaration in support of the Debtors' MOTION FOR INTERIM ORDER AUTHORIZING (A) USE OF CASH COLLATERAL, (B) DEBTOR IN POSSESSION CREDIT AGREEMENT, (C) GRANT OF SUPERPRIORITY PRIMING LIENS TO DIP LENDER, (D) GRANT OF JUNIOR LIENS ON POST PETITION ACCOUNTS AND INVENTORY AS ADEQUATE PROTECTION TO PREPETITION SECURED PARTIES PURSUANT TO 11 U.S.C. §§105(A), 363(C)(2), AND 364(C) AND (D) (the "DIP Motion"), and hereby state and declare as follows:

1. I am the Chief Financial Officer ("CFO") of Verity Health System of California, Inc. ("VHS"). I became the Debtors' acting CFO on August 20, 2018 and on August 29, 2018, the board of directors appointed me as the CFO. Prior to my appointment as acting CFO, I served as the VHS SVP Hospital Finance, with oversight responsibilities over all of Verity Health System hospitals' CFOs from February 1, 2018 until August 19, 2018, and as the St Vincent Medical Center CFO from March 2016 to February 2018. My career has included three years at Prospect Medical Holdings from March 2013 to March 2016 in various senior level corporate finance positions including Hospital System CFO, ten years as the controller for three different hospital and hospital systems (e.g., Saint John's Health Center & Affiliates, Valley Presbyterian Hospital, and USC Kenneth Norris Jr. Cancer Hospital), and three years as a Financial Market Analyst for El Camino Hospital. I received my Masters in Health Administration from the University of Southern California in 2005, and my Bachelor of Science from University of California, San Diego in 1998.

2. The statements herein are based upon my personal knowledge of the facts and information gathered by me in my capacity as CFO for VHS.

I. Capital Structure and Need for Additional Financing

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3. On August 31, 2018 (the "Petition Date"), the above referenced Debtors filed voluntary petitions under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. section 101, et seq. I have prepared a summary of the funded debt obligations of the Debtors in these jointly administered chapter 11 cases.[1] My summary is attached as **Exhibit "1"** to this Declaration.

4. VHS, Verity Business Services ("VBS") and VHS's five acute care hospital subsidiaries[2], and one operating division (the "Hospitals")[3] are jointly obligated parties on approximately $461.4 million of outstanding secured debt consisting of: (a) $259.4 million outstanding tax exempt revenue bonds, Series 2005 A, G and H issued by the California Statewide Communities Development Authority (the "2005 Bonds"), which loaned the bond proceeds to VHS to provide funds for capital improvements and to refinance certain tax exempt bonds previously issued in 2001 by the Daughters of Charity Health System, a religious enterprise and VHS's reorganization predecessor; and (b) $202 million outstanding tax exempt revenue notes, Series 2015[4] A, B, C, and D and Series 2017 issued by the California Public Finance Authority, which loaned the proceeds to VHS to provide working capital (the "Working Capital Notes"). Wells Fargo Bank, N.A. ("Wells Fargo") is the Bond Trustee and U.S. Bank National Association ("U.S. Bank") is the Master Trustee[5] and DACA Collateral Agent for the prepetition

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[1] The Debtors in these cases are: Verity Health System of California, Inc., O'Connor Hospital, Saint Louise Regional Hospital, St Francis Medical Center, St. Vincent Medical Center, Seton Medical Center and Seton Coastside, Verity Holdings LLC and Verity Medical Foundation, O'Connor Hospital Foundation, Saint Louise Regional Hospital Foundation, St. Francis Medical Center of Lynwood Medical Foundation, St. Vincent Foundation, St. Vincent Dialysis Center, Seton Medical Center Foundation, Verity Business Services, and DePaul Ventures, LLC.

[2] The following hospitals operate as separate not-for-profit corporate subsidiaries of Verity: (1) O'Connor Hospital, located in San Jose, California (2) Saint Louise Regional Hospital, located in Daley City, California, (3) Seaton Medical Center, located in Daly City, California, (4) St. Francis Medical Center, located in Lynwood, California and (5) St. Vincent Medical Center, located in Los Angeles, California. Seton Medical Center Coastside is a separately named Obligor, but is an operating division of Seaton Medical Center located in Moss Beach, California.

[3] See note 1, *supra*.

[4] A portion of the Series 2015 Working Capital Notes refinanced a 2014 tax exempt conduit issuance of Verity secured debt also issued by the California Public Finance Authority.

[5] The Debtors have been advised, that UMB Bank, N.A., a national banking association, has accepted an appointment as successor Master Trustee as of the Petition Date.

secured 2005 Bonds. U.S. Bank is the Note Trustee and also the Collateral Agent for the Working Capital Notes.

5. Except for the taxable Series 2015C of the Working Capital Notes,[6] the 2005 Bonds and the Working Capital Notes are all tax exempt, meaning interest on the bonds and notes is not taxable to the holders so long as the issuer maintains its qualified tax-exempt status and the proceeds of the bonds and notes were used for the tax exempt purposes for which they were originally intended. The Series 2005 A Bonds are comprised four term bonds maturing on July 1, 2024, 2030 and 2035 bearing interest at 5.75% (Series 2005A-2024), (Series 2005A-2030), (Series 2005A-2035) and one maturing July 1, 2039 bearing interest at 5.50% (Series 2005A-2039). The Series 2005G term bond matures on July 1, 2022 and bears interest at 5.50%. The Series 2005H- term bond matures on July 1, 2025 and bears interest at 5.75%. The Working Capital Notes mature on June 10, 2019 (Series 2015A, Series 2015B, Series 2015C and Series 2015D) and on December 10, 2020 (Series 2017A, 2017B). Series 2015A and B and Series 2017 and 2017B bear interest at 7.25%, while the Series 2015D carries an 8.75% interest rate and Series 2015C accrues interest at 9.5%.

6. Verity Holdings LLC ("Holdings"), a direct subsidiary of its sole member VHS, was created in 2016 to hold and finance VHS's interests in various parcels of real estate, including six medical office buildings whose tenants are primarily physician and other practicing medical groups and certain of the Verity Hospitals. Holdings is the borrower on approximately $66 million in two series of non-recourse financing secured by separate deeds of trust, revenue and accounts pledges, including lease rents on each medical building (collectively the "MOB Financings"). The MOB Financings bear interest at a variable interest rate based on equal to One Month LIBOR plus a spread of 5.0% with a floor of 6.23% and 6.92%. The secured lenders for the MOB Financings are affiliates of NantWorks, LLC, which is an affiliate of the Debtors' pre-petition manager, Integrity Healthcare LLC ("Integrity").[7]

[6] The Working Capital Note Series 2015C in the currently outstanding amount of $10.0 million is the sole series of the Working Capital Notes that is not tax-exempt.

[7] Integrity was the prepetition manager of the Verity hospital system, whose contract and arrangement with Verity was approved by the former California Attorney General Kamala Harris during 2015.

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7. During May 2017, the California Statewide Communities Development Authority issued $20 million of limited obligation tax exempt bonds,[8] pursuant to the CaliforniaFIRST Clean Fund Program in five series, all with the same maturity date of September 2, 2047 (the "Clean Fund Bonds"), as the conduit issuer for the benefit and obligation of Seton Medical Center. The purpose of the bond funding was to assist with clean energy and seismic construction efforts of the Seton Medical Center and are secured by Seton Medical Center's voluntary agreement to special tax assessments by Daly City. No other Debtor is liable for repayment of the Clean Fund Bonds. Wilmington Trust National Association ("WTNA") is the Trustee holding the construction funds, and a pre funded capitalized interest fund and is the collateral agent for collection of the special tax assessments for use in paying interest and principal on the Clean Fund Bonds. Interest on the Clean Fund Bonds accrues at 6.4%. The special assessment runs for a period which is the shorter of 30 years or the early full defeasement of the Clean Fund Bonds. However, only Seton Medical Center is liable on the Clean Fund Bonds.

8. Also in September 2017, the California Statewide Communities Development Authority issued a single series $20 million of limited obligation tax exempt bonds[9] pursuant to the CaliforniaFIRST Program for the purpose of assisting with clean energy and seismic improvement construction at Seton Medical Center ("NR2 Petros Bonds"). The NR2 Petros Bonds also mature on September 2, 2047 but carry an interest rate of 6.45%. The NR2 Petros Bonds also are secured by a special Daly City tax assessment on Seton Medical Center property. No other Debtor is liable for repayment of the NR2 Petros Bonds. The special assessment runs for a period which is the shorter of 30 years or the early full defeasement of the NR2 Petros Bonds.[10] WTNA is the Trustee holding the seismic improvement funds, as well as a pre-funded interest payment fund.

9. NantCapital, LLC also provided $40 million of unsecured debt financing for VHS as reflected in two $20 million unsecured notes dated March 7, 2018 and March 29, 2018 (the

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[8] The Clean Fund bonds are only exempt from California state income tax.

[9] The NR2 Petros Bonds are only exempt from California state income tax.

[10] U.S. Bank as Master Trustee consented to the Daley City special tax assessments for both the Clean Fund Bonds and the NR2 Petros Bonds as Permitted Liens under the Master Indenture.

"Unsecured Notes"). The Unsecured Notes are balloon notes with interest and principal payable at maturity in 2020 and near interest at 7.25% compounded annually.

II. Access to Cash

10. As explained above, virtually all the Debtors' income is subject to prepetition perfected pledges. The gross revenue of the Hospitals (the "Gross Revenue Pledge") is in favor of the 2005 Bonds and their prepetition accounts and government receivables are subject to a perfected collateral pledge (the "Accounts Pledge") in favor of the Working Capital Notes. Pursuant to the terms of a certain Amended and Restated Intercreditor Agreement dated September 1, 2017 (the "Intercreditor Agreement"), the Master Trustee acting on behalf of the 2005 Bonds expressly agreed to subordinate of its liens, including the Gross Revenue Pledge, to the Accounts Pledge. In addition, the assets, revenues and accounts for various income generating medical buildings owned by Holdings are the subject of prepetition deeds of trust and perfected pledges of accounts, including lease rents. Although, the Debtors' operating cash is held in bank accounts that are not the subject of control agreements, and are thus unsecured, all of the Debtors revenue-based receipts are pass through Lockboxes and Gross Revenue Accounts that are the subject of control agreements in favor of the prepetition collateral agent, U.S. Bank.

11. As explained in the First Day Declaration of Rich Adcock, the Debtors have consistently lost money for many years due to, among other things, unfavorable payor contracts and burdensome labor agreements with accelerating pension costs for union and non-union employees. The VHS Hospitals also are dramatically under invested in structural improvements necessary to meet California's state mandated seismic and clean energy requirements. The combined effect of these issues has resulted in a consistent decline in operating cash balances absent additional financing.

11A. Absent granting emergency access to the Debtors' cash collateral, the Debtors will not be able to make payroll or meet other obligations critical to the maintenance of safe facilities and the delivery of effective acute care services for its patients and staff during the week ending September 7, 2018. Absent emergency access to postpetition financing, the Debtors will lose vendor support for critical postpetition deliveries of goods and services further burdening the

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Debtors use of cash. Absent entry of an interim order granting the requested relief, the very existence of the Hospitals will be threatened and the ability of the Hospitals to survive as going concerns, whether or not owned by the Debtors, will be irreparably harmed.

12. As of the filing date, I expect the Debtors to have less than $40 million of cash on hand[11] that is not subject to control accounts in favor of either the 2005 Bonds, the Working Capital Notes or the MOB Financings, and excluding cash held by WTNA for the Clean Fund Bonds or the NR2 Petros Bonds. However, the Debtors expect to spend approximately $113 million during the first four weeks of the case and operating cash losses for the same four weeks are expected to exceed $11 million. Such expenditure and negative cash flow (the "burn") does not include critical vendors payments, adequate protection payments to prepetition secured lenders, pension contributions or needed capital expenditures. Although, the Debtors anticipate having in excess of $219 million in net accounts receivable on hand at the Petition Date and expect to generate approximately $80 million in new post-petition receivables over the first four week period, U.S. Bank as Note Trustee for the obligated group Working Capital Notes has taken the position that all of the postpetition receipts for the near term are the proceeds of prepetition accounts and government receivables, which constitute priority collateral for the Working Capital Notes. As a result, in order to survive the opening phases of the Chapter 11 cases and beyond, the Debtors must obtain access to prepetition cash collateral by stipulation or order of this Court.

13. In addition, the Debtors have immediate needs for access to debtor in possession financing. The Debtors have substantial trade payables consistent with the operations of a large organization that receives substantial trade support in the form of traditional credit terms. While the length of terms has begun to shorten as the trade balances grew, I believe, after consultation with financial and capital markets advisers from the Berkley Research Group ("BRG") and Cain Brothers, a division of KeyBanc Capital Markets ("Cain"), that the Debtors will have access to normal or near normal unsecured credit terms providing the Debtors have access to substantial liquidity in the form of postpetition financing.

[11] This is a book balance value and does not take into consideration any uncashed employee wage checks against accounts or third-party payment checks drawn on the Debtors' bank accounts in accordance with long term risk sharing contracts with non-Verity hospital and medical providers.

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13A. As a result of these factors, the Debtors have filed the Emergency Motion for an order seeking use of cash collateral and authority to undertake debtor in possession financing, both on terms described in this Declaration.

III. Search for Additional Financing

14. As indicated above, the financing requested herein is being requested for up to the lesser period of (a) the first anniversary of the Interim Order approving the DIP Facility or (b) the earlier of (i) the date that is 30 days from entry of the Interim Order (as defined herein) unless a final, non-appealable order of the Bankruptcy Court authorizing the DIP Facility in form and substance satisfactory to the DIP Agent in its sole and absolute discretion (the "Final Order") has been entered and has become effective prior to the expiration of such period (or such later date as the DIP Agent may approve in writing in its sole and absolute discretion), (ii) the date the Court denies entry of the Final Order, or (iii) the date of revocation of the Interim Order or the Final Order, as applicable; (c) the substantial consummation (as defined in § 1101 of the Bankruptcy Code and which for purposes hereof shall be no later than the "effective date") of a plan of reorganization filed in the Chapter 11 Cases that is confirmed pursuant to an order entered by the Bankruptcy Court; (d) the consummation of a sale of all or substantially all of the Collateral; (e) the date the Bankruptcy Court orders the conversion of the Chapter 11 Cases to a Chapter 7 liquidation or the dismissal of the Chapter 11 Cases or the appointment of a trustee or examiner with expanded power in the Chapter 11 Cases; and (f) the acceleration of the DIP Loans and the termination of the commitments with respect to the DIP Facility in accordance with the DIP Loan Documents (the earliest of such dates, the "Termination Date").

15. In my judgment, after consultation with advisers from Cain and BRG, the twelve-month time frame is the reasonably necessary period of time to reorganize or complete a plan of liquidation. The Debtors' have a poor financial history, face the possibility of extended regulatory review of any transactions by the Office of the California Attorney General, project continuing operating losses and were recently informed that California will delay disbursement of the next two cycles of the Managed Care Quality Assurance Fee payments to Hospitals by up to six months. As a result of the cumulative effect of these circumstances, the management team

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has concluded that there is no realistic possibility for the Debtors to achieve a true reorganization as a not-for-profit enterprise that is (a) self-sustaining on a cash basis and (b) capable of supporting a capital structure sufficient to provide needed capital improvements to provide a safe and energy-efficient hospital and medical services delivery system. As a result, twelve months could be the reasonable minimum passage of time until either (i) all of the Debtors' major assets have been sold or (ii) the Court could confirm a plan of liquidation that anticipated the closings relating to such sales of assets. The proposed DIP Facility clearly advances the Debtors' public purpose of providing effective, safe and efficient medical services delivery for the benefit of the communities they may serve.

16. The proposed DIP Facility and its expedited term contemplate speedy resolution of these Chapter 11 cases. Such financing is critical to both the Debtors' operations, and their ability to preserve the value of the hospital and medical building assets pending the results of the Debtors' prepetition transaction solicitation process, one or more auctions and approval of any related private or auction sale(s). The proposed financing under the DIP Facility is needed to maintain an appropriate level of liquidity independently of the use of any asset sale proceeds and help fund the continuing losses associated with the Debtors' day-to-day operations.

17. As evidenced by the Unsecured Notes and the MOB Financing, the Debtors have continued to seek additional liquidity throughout 2018. In July 2018, Cain, acting as our investment advisers, began to search alternative transactions including new investors. Beginning the week of July 23, Cain expanded its efforts to include possible debtor in possession ("DIP") financing. Cain has reached out to over 110 potential buyers and 16 DIP financing parties; 51 potential buyers and 8 DIP financing parties signed confidentiality agreements. The Debtors have also consulted with certain existing holders of the 2005 Bonds and the Working Capital Notes and the MOB Financings to gauge their interest in post-petition term loans and consents to the use of cash collateral. The combined searches yielded 11 indications of interest from potential buyers and 4 offers for debtor in possession financing, including the one firm proposal being put forward through the Debtors. A summary of principal terms expressly agreed by Ally Bank as DIP

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Lender and DIP Agent is and described below under Section V, and a copy of the currently proposed form of DIP Credit Agreement is attached to this Declaration as **Exhibit "3."**

18. All of the parties who expressed interest offered either less financing than the Debtors initially sought, sought higher interest rates on the offered lending and/or insisted upon a prompt sales process to dispose of all or substantially all of the Debtors' assets. Although the Debtors continue to explore the possibility of a reorganization as a tax-exempt enterprise around one or more Hospitals, it has chosen to agree to an expedited consideration of a sales process for all of its assets to compare against its possible reorganization value.

IV. Adequate Protection for Pre-Petition Secured Creditors.

19. The Debtors propose four forms of adequate protection for use of cash collateral and imposition of first priority priming liens on all assets of the Debtors that are subject to perfected liens and deeds of trust in favor of the Prepetition Secured Lenders: (1) adequate protection payments. (2) replacement lien, (3) preservation of Debtors' equity cushion through continuous maintenance of real property and (4) super priority expenses of administration for any proven diminution of value, as follows. First, use of DIP Facility proceeds in accordance with the Initial Agreed Budget (defined below) attached to my Declaration as **Exhibit "2"** to provide adequate protection payments equivalent to post-petition, non-default interest on the outstanding balances of the 2005 Bonds, Working Capital Notes and MOB Financings, plus reasonable attorneys' fees and financial advisor fees for one set of attorneys and financial advisors for U.S. Bank as Trustee and Collateral Agent for the Working Capital Notes and the 2005 Bonds and one set of attorneys and financial advisors for the MOB Notes.

20. Second, to the extent of the diminution in the value of the interest of the Prepetition Secured Creditors in the Prepetition Collateral the Debtors propose to provide junior replacement liens. The Prepetition Secured Creditors shall have, subject to the terms and conditions set forth below, pursuant to sections 361, 363(e), and 364(d) of the Bankruptcy Code additional and replacement security interests and Liens in the DIP Collateral, excluding Clean Fund Bonds and NR2 Petros Bonds collateral held by WTNA and Bankruptcy Recoveries (the "Prepetition Replacement Liens") which shall be junior only to the Carve Out, the DIP Liens

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securing the DIP Obligations, *provided, however,* that any Prepetition Replacement Liens granted to the Note Trustee on account of the Diminution in Value of any Prepetition Collateral in which it holds senior priority security interests shall be senior to the replacement liens granted to the other Prepetition Secured Creditors and junior only to the Carve Out and the DIP Liens securing the DIP Obligations. Proceeds of Prepetition Replacement Liens shall be allocated amongst Prepetition Secured Creditors in accordance with the terms of the Second Amended and Restated Intercreditor Agreement. "Bankruptcy Recoveries" shall mean any claims and causes of action to which the Debtor may be entitled to assert by reason of any avoidance or other power vested in or on behalf of the Debtor or the estate of the Debtor under Chapter 5 of the Bankruptcy Code and any and all recoveries and settlements thereof.

21. Third, it is my judgment based upon the current book value of the Debtors' assets (approximately $847 million as of June 30, 2018), that the realizable value of the prepetition collateral securing the obligations due the Prepetition Secured Lenders, exceeds the value of such obligations (approximately $568 million). To preserve the prepetition value of the Debtors real property and improvements, the Debtors will use DIP Facility proceeds in accordance with the Initial Agreed Budget (defined below) and in the ordinary course to continue to maintain all of the pre-petition real property securing the Debtors' obligations due to the Prepetition Secured Creditors in good repair.

22. Fourth, to the extent of the diminution in the value of the allowed interests of the Prepetition Secured Creditors in the Prepetition Collateral, the Prepetition Secured Creditors shall have an allowed superpriority administrative expense claim (the "Prepetition Superpriority Claim"), which shall have priority (except with respect to (i) the DIP Liens, (ii) the DIP Superpriority Claim, and (iii) the Carve Out), in the Chapter 11 Case under sections 364(c)(1), 503(b), and 507(b) of the Bankruptcy Code and otherwise over all administrative expense claims and unsecured claims against the Debtor and its estate, now existing or hereafter arising, of any kind or nature whatsoever including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 503(a), 503(b), 507(a), 507(b), 546(c), 546(d), 552, 726, 1113, and 1114 of the Bankruptcy Code, and, upon entry of the

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Final Order, section 506(c) of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment Lien or other non-consensual Lien, levy, or attachment. Other than the DIP Liens, the DIP Superpriority Claim, and the Carve Out, no costs or expenses of administration, including, without limitation, professional fees allowed and payable under sections 328, 330, and 331 of the Bankruptcy Code, or otherwise, that have been or may be incurred in the Chapter 11 Case, or in any Successor Case, will be senior to, prior to, or on parity with the Prepetition Superpriority Claim (for purposes hereof, such liens will be deemed part of the "Prepetition Replacement Liens").

23. All of the adequate protection and property maintenance expenses undertaken by the Debtors in the ordinary course of business are included in the Initial Agreed Budget (defined below). Thus, expenditures of DIP Financing proceeds along with use of cash derived from pre-petition cash collateral will preserve the Debtors going concern values, in general and for each subsidiary. In the event one or more Hospitals are sold, I am advised that the pre-petition lenders security interest, along with the DIP Liens will attach to the proceeds such sale providing more generalized protection of the collateral values as of the Petition Date.

24. As a final consideration of the adequacy of the Debtors protection proposal, based upon my experience and training as an operating finance professional, I believe based upon current book value of the Obligated Group assets of approximately $709 million, excluding related party receivables, that the realizable value of such assets exceeds the prepetition value of the secured Obligated Group liabilities of approximately $501 million. I also believe, based upon the current book value of the non-Obligated Group assets of $144 million, excluding related party receivables, that the realizable value of such assets exceeds the prepetition value of the secured non-Obligated Group liabilities of $66 million under the MOB Financings. Indeed, the book value, of the assets are respectively more than 20% above (a) the combined outstanding 2005 Bonds and Working Capital Notes and (b) the MOB Financings. My views are further informed by the confident expression of realizable value by Cain, as the Debtors investment advisors.

V. Summary of DIP Financing

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25. BORROWERS: Verity Health System of California, Inc., O'Connor Hospital., Saint Louise Regional Hospital, St Francis Medical Center, St. Vincent Medical Center, Seton Medical Center and Seton Coastside, Verity Holdings LLC and Verity Medical Foundation, O'Connor Hospital Foundation, Saint Louise Regional Hospital Foundation, St. Francis Medical Center of Lynwood Medical Foundation, St. Vincent Foundation, St. Vincent Dialysis Center, Inc., Seton Medical Center Foundation,[12] Verity Business Services, DePaul Ventures, LLC.

26. DIP LENDERS: Ally Bank intends to hold the entire DIP Facility on the Closing Date, but reserves the right to assign and grant participations in revolving loans and revolving commitments pursuant to customary provisions to be set forth in the DIP Facility Documentation.

27. DIP ADMINISTRATIVE AGENT: Ally Bank ("Ally" or "DIP Agent")

28. DIP FACILITY : Senior revolving credit facility (the "DIP Facility") in an aggregate principal amount of up to $185,000,000 (the "DIP Loan Commitment") with the priority as described under the header "Security and Priority" below; provided that, prior to the entry of the Final Order, only up to $30,000,000 (the "Interim Funding Amount") will be made available by the DIP Lenders, subject to the satisfaction of the "Interim Funding Conditions" and "Conditions Precedent to All Borrowings." Each advance made pursuant to the DIP Credit Documents (as defined herein) will be a "DIP Loan."

29. AVAILABILITY: The aggregate maximum outstanding balance of revolving loans under the DIP Facility shall not exceed at any time the sum of the lesser of:

(a) $185,000,000 and (b) a borrowing base in an amount equal to (1) 85% of the Net Collectable Value (as defined below) of eligible accounts receivable due from third-party payors (including Medicare, Medicaid and commercial insurance, but excluding "self-pay" receivables) that are aged less than 180 days from the date of service, plus (2) 60% of eligible Managed Care California Quality Assurance Fee V receivables for (i) Cycle 1 expected to be collected by April 30, 2019 and so long as it is collected by May 31, 2019 and (ii) Cycle II expected to be collected

[12] O'Connor Hospital Foundation, Saint Louise Regional Hospital Foundation, St. Francis Medical Center of Lynwood Medical Foundation, St. Vincent Foundation, St. Vincent Dialysis Center, Inc., Seton Medical Center Foundation are collectively referred to as the "Philanthropic Foundations."

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by the managed care health plan by September 30, 2019, which in the case of clause (i) and (ii) are fully earned and net of any outstanding related liabilities, plus (3) 95% of the amount held in escrow constituting net cash proceeds from assets sales of the Borrowers (which amount held in escrow, for the avoidance of doubt, shall constitute Collateral and shall be in a deposit account subject to a satisfactory control agreement in favor of DIP Agent), plus (4) $10,000,000, however, for the avoidance of doubt, in no circumstance shall the Borrowing Base exceed $185,000,000, minus (5) reserves imposed in the reasonable business judgment of the DIP Agent (the "Borrowing Base").

(b) Under the DIP Credit Agreement, "Net Collectable Value" means percentages that the DIP Agent reasonably applies from time to time to eligible accounts receivable by payor class based upon the DIP Agent's review and analysis of Borrower's historical collection history, contractual allowances, returns, rebates, discounts, credits and other allowances for each such payor class and taking into account other factors deemed appropriate by the DIP Agent.

(c) The borrowing base shall exclude accounts receivable generated from the operations of Hospitals which are sold; provided that if such accounts receivable are not sold with the hospital, the associated Net Collectible Value of eligible accounts receivable would remain in the borrowing base until the earlier of 60 days after the sale of the hospital and 45 days before the Scheduled Termination Date

(d) The borrowing base will include availability for certain unbilled eligible accounts aged no greater than 21 days from discharge date (subject to an aggregate cap on such unbilled accounts in an amount to be determined and acceptable to the DIP Agent).

30. CLOSING DATE: The date on or after the entry of the Interim Order on which the "Interim Funding Conditions" set forth herein are satisfied (the "Closing Date").

31. INTERIM FUNDING CONDITIONS: The obligation of the DIP Lenders to make available the Interim Funding Amount under the DIP Facility (the "Interim Funding") shall be subject to the satisfaction (or waiver by the DIP Agent, in its sole and absolute discretion) of the following conditions:

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(a) the DIP Credit Documents shall have been executed and delivered by each party thereto, in form and substance satisfactory to the DIP Agent;

(b) the Petition Date shall have occurred, and each Borrower shall be a debtor and a debtor in possession;

(c) "First day orders" related to or affecting the Collateral or DIP Facility (including cash and cash management) shall be in form and substance satisfactory to the DIP Agent, and all other "first day orders" entered at the time of commencement of the Chapter 11 Cases shall be reasonably satisfactory to the DIP Agent;

(d) Within 60 days following the Petition Date, the Borrowers shall have filed either (i) a motion for approval of bid procedures for an identified stalking horse bidder in an amount of at least $235,000,000 of cash consideration in connection with the sale of the St. Louise and O'Connor Hospitals and related assets pursuant to section 363(b) and (f) of the Bankruptcy Code (the "Bid Procedures Motion") on terms and conditions acceptable to the DIP Agent or (ii) a motion for approval of a negotiated asset purchase agreement executed by a third party for the entire hospital system with expected consideration in the form of cash or assumption of prepetition secured debt in an amount not less than $700,000,000 and the simultaneous payment in full of the obligations owed, and termination of all commitments of the DIP Agent and DIP Lenders, under the DIP Credit Facility (the "Sale Motion"). Provided however, if the Borrowers do not file either the Bid Procedures Motion or the Sale Motion acceptable to the DIP Agent within 30 days following the Petition Date, then (i) availability shall be $0 for items number (2) and (4) in the Borrowing Base and (ii) the minimum liquidity covenant shall be the greater of $15 million and 15% of the Borrowing Base, in each case until such time that a satisfactory Bid Procedures Motion or Sale Motion acceptable to the DIP Agent is filed so long as such Bid Procedures Motion or Sale Motion is filed within 60 days following the Petition Date;

(e) Within 60 days following the Petition Date, the Borrowers shall have presented a plan for the reduction and eventual elimination of the cash burn from the operation of Seton Medical Center and Seton Medical Center Coastside (which may be by a sale of such facilities to an identified stalking horse bidder or by other means including the Sale Motion, in either case on

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terms and conditions reasonably satisfactory to the DIP Agent), provided however, if the Borrowers' do not present such a plan on terms and conditions acceptable to the DIP Agent within 60 days following the Petition Date, thereafter, (i) availability shall be $0 for items number (2) and (4) in the Borrowing Base and (ii) the minimum liquidity covenant shall be the greater of $15 million and 15% of the Borrowing Base;

(f) the Interim Order shall have been entered and the DIP Agent shall have received a signed copy of the Interim Order, in form and substance satisfactory to the DIP Agent in its sole and absolute discretion, which order shall have been entered not later than three (3) business days following the Petition Date (or such later date as the DIP Agent may agree), authorizing and approving the making of the loans in the amounts consistent with those set forth in the "DIP Facility" section above and the granting of the superpriority claims and liens and other liens referred to above under the heading "Security and Priority" (such order, the "Interim Order", and together with the Final Order, the "DIP Orders"), which Interim Order shall not have been vacated, reversed or stayed in any respect;

(g) no trustee or examiner having expanded powers shall have been appointed, or any Borrower shall have applied for, consented to, or acquiesced in, any such appointment, with respect to the Borrowers or their respective properties;

(h) all reasonable and documented out-of-pocket costs, fees and expenses (including, without limitation, reasonable and documented legal fees) set forth in the DIP Credit Documents or otherwise required to be paid to the DIP Agent and the DIP Lenders on or before the Closing Date shall have been paid, to the extent such expenses exceed the Deposit;[13]

(i) the DIP Agent shall have received the Initial Budget and the Initial 13 Week Cash Flow Forecast;

(j) the DIP Agent shall have received closing deliverables customary and/or appropriate in the judgment of the DIP Agent for transactions of this type;

[13] Pursuant to the terms of the initial proposal letter with Ally, the Debtors wired $350,000 as the "Deposit".

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(k) since the public disclosures on August 14, 2018, for the period ending May 31, 2018, there shall not have occurred or there shall not exist any event or condition (other than as customarily occurs as a result of events leading up to and following the commencement of a proceeding under Chapter 11 of the Bankruptcy Code by the Borrowers and the commencement of the Chapter 11 Cases) that, individually or in the aggregate, (i) has a material adverse effect on the business, operations, or financial condition of the Borrowers taken as a whole; or (ii) a material adverse effect (x) on the material rights or remedies of the DIP Agent or the DIP Lenders under any DIP Loan Document or (y) on the ability of the Borrowers, taken as a whole, to perform their payment obligations to the DIP Agent or the DIP Lenders under any DIP Loan Document (such event, condition, circumstance or contingency, a "Material Adverse Effect");

(l) except as disclosed on a schedule delivered to the DIP Agent by Borrowers, there shall exist no unstayed action, suit, investigation, litigation or proceeding pending or (to the knowledge of the Borrowers) threatened in any court or before any arbitrator or governmental instrumentality (other than the Chapter 11 Cases or the consequences that would normally result from the commencement and continuation of the Chapter 11 Cases) that could reasonably be expected to have a Material Adverse Effect;

(m) each DIP Lender who has requested the same at least five (5) business days prior to the Closing Date shall have received "know your customer" and similar information at least three (3) days prior to the Closing Date;

(n) the DIP Agent, for the benefit of the DIP Lenders, shall have the valid and perfected liens on the Collateral contemplated by the "Security and Priority" section above pursuant to the DIP Orders and no further action by any entity shall be required to perfect the DIP Liens; provided that (i) the DIP Agent may, in its sole and absolute discretion, file UCC financing statements, require delivery of certificated equity interests required to be pledged, and require execution and delivery of intellectual property security agreements, in each case in suitable form for filing, and (ii) the Borrowers shall use commercially reasonable efforts to take all other actions necessary and desirable to perfect the DIP Liens on a post-closing basis;

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(o) the Interim Order shall have been entered without opposition by U.S. Bank as Note Trustee for 2015 and 2017 Working Capital Notes; U.S. Bank as Master Trustee for 2005 Series Bonds; Verity MOB Financing, LLC and Verity MOB Financing II, LLC; Wilmington Trust National Association, as Trustee for the California Statewide Communities Development Authority for the California First Clean Program and California First Seismic Program; and any other party identified by the DIP Agent, unless the DIP Agent waives such condition in its sole and absolute discretion;

(p) the DIP Agent shall be satisfied in its sole and absolute discretion with cash dominion arrangements effective with respect to the DIP Facility;

(q) the Closing Date shall have occurred on or prior to two (2) business days after the entry of the Interim Order;

(r) the DIP Agent and the DIP Lenders shall have received such other documents and information (financial or otherwise) as may be reasonably requested by the DIP Agent or the DIP Lenders on or prior to the Closing Date;

(s) each of the representations and warranties of any Borrower in the DIP Loan Documents shall be true and correct in all material respects on the Closing Date (in each case, any representation or warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language shall be true and correct in all respects as of the Closing Date); and

(t) such other conditions customary and/or appropriate in the judgment of the DIP Agent for transactions of this type (collectively, the "Interim Funding Conditions").

32. MATURITY DATE: The DIP Facility will mature, and lending commitments thereunder will terminate, on the date that is the earliest of: (a) the first anniversary of the Interim Order (the "Scheduled Termination Date"); (b) the earlier of (i) the date that is 30 days from entry of the Interim Order unless the Final Order has been entered and has become effective prior to the expiration of such period (or such later date as the DIP Agent may approve in writing in its sole and absolute discretion), (ii) the date the Court denies entry of the Final Order, or (iii) the date of revocation of the Interim Order or the Final Order, as applicable; (c) the substantial consummation (as defined in section 1101 of the Bankruptcy Code and which for purposes hereof

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shall be no later than the "effective date") of a plan of reorganization filed in the Chapter 11 Cases that is confirmed pursuant to an order entered by the Bankruptcy Court; (d) the consummation of a sale of all or substantially all of the Collateral; (e) the date the Bankruptcy Court orders the conversion of the Chapter 11 Cases to a Chapter 7 liquidation or the dismissal of the Chapter 11 Cases or the appointment of a trustee or examiner with expanded power in the Chapter 11 Cases; and (f) the acceleration of the DIP Loans and the termination of the commitments with respect to the DIP Facility in accordance with the DIP Loan Documents (the earliest of such dates, the "Termination Date").

33. USE OF PROCEEDS: DIP Facility: In accordance with the Initial Agreed Budget (defined below) proceeds will be utilized to fund the Debtors' day-to-day operations and general corporate purposes, pay the administrative expenses of the Chapter 11 cases, to maintain and preserve the Debtor's assets, and to make adequate protection payments to the following identified pre-petition secured creditors: (1) U.S. Bank as Note Trustee for 2015 and 2017 Working Capital Notes; (2) U.S. Bank as Master Trustee for 2005 Series Bonds; (3) Verity MOB Financing, LLC and Verity MOB Financing II, LLC; but excluding (4) Wilmington Trust National Association, as Trustee ("WTNA") for the California Statewide Communities Development Authority for the CaliforniaFirst Clean Program and CaliforniaFirst Seismic Program ("PACE"), for the Debtor following the closing of the DIP Credit Facility, provided that Borrower may utilize proceeds to pay Daley City, California special tax assessments, for the benefit of WTNA as Trustee for the Pace Bonds. Adequate protection payments and other advances under the DIP Facility will be subject to compliance with minimum liquidity or maximum DIP budget variance financial covenants and the absence of any other Default or Event of Default which has not been cured to the extent provided in the DIP Facility.

34. INITIAL AGREED BUDGET: The Debtor's use of the DIP Facility proceeds will be in accordance with the DIP Budget providing financial projections for the Parties covering the period from the entry of the Interim Order on a rolling 13-week basis, which projections shall include, at a minimum, projected receipts, and projected disbursements. The proposed initial agreed budget covering the initial 13-week period (the "Initial Agreed Budget") is attached hereto

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as **Exhibit "2"**. The Borrowers may provide the DIP Agent, which shall be acceptable to the DIP Agent and the DIP Lenders in their sole discretion, an updated budget (each an "Updated DIP Budget" and, together with the Initial Agreed Budget or the most recently proposed and accepted Updated DIP Budget, the "DIP Budget") for the then-remaining term of the DIP Facility including updates to the information in the most recently accepted DIP Budget

35. INTEREST RATE: Borrower shall pay interest under the DIP Facility at 30 Day LIBOR plus 4.50%. There will be a LIBOR floor of 2.0%. Interest shall be calculated on the basis of the actual number of days elapsed in a 360 day year.

36. FEES AND EXPENSES: The Debtors agree to pay to the DIP Lender, (i) a closing fee on the Closing Date in the amount of 1.25% of the commitment amount of the DIP Facility and (ii) Unused Line Fees of 0.75% per annum, on the average daily balance of the unused portion of the DIP Facility payable monthly in arrears, and (iii) all reasonable costs, fees and expenses incurred or to be incurred by the DIP Agent in connection with the documentation, administration, syndication, closing, amendment, modification and/or enforcement of the DIP Facility, including but not limited to field exam expenses, shall be payable upon demand by the Borrower. However, under the DIP Facility there will be no (x) early termination or prepayment fee, (y) collateral management fee or (z) minimum balance requirement.

37. CARVE OUT: The DIP Liens, DIP Superpriority Claim, the Prepetition Liens, the Prepetition Replacement Liens, and the Prepetition Superpriority Claims are subordinate only to the following (collectively, the "Carve Out"):

(a) all fees required to be paid to the clerk of the Bankruptcy Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code plus interest, if any, at the statutory rate (without regard to the notice set forth in (c) below); and

(b) to the extent allowed at any time, whether by interim order, procedural order or otherwise, all allowed claims for unpaid fees, costs and expenses incurred by persons or firms retained by the Borrowers or the official committee of unsecured creditors in the Chapter 11 Cases (the "Creditors' Committee"), if any, whose retention is approved by the Bankruptcy Court pursuant to any one or more of sections 327, 363, and 1103 of the Bankruptcy Code, to the extent

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such claims for fees, costs and expenses are both (i) allowed by the Bankruptcy Court pursuant to a final order at any time, and (ii) in accordance with, and solely up to the total respective amounts set forth in, the DIP Budget (as defined below) for the applicable timeframe (the "Carve-Out Expenses"); provided that the aggregate amount of such Carve-Out Expenses shall not exceed (i) $2,000,000 with respect to persons or firms retained by the Borrowers, and (ii) $75,000 with respect to persons or firms retained by the Creditors' Committee (collectively, the "Carve-Out Amount"). Any payment or reimbursement made after the Carve Out Trigger Date in respect of any Carve-Out Expenses shall permanently reduce the Carve-Out Amount on a dollar-for-dollar basis.

38. DIP LIENS: All DIP Obligations of the Borrowers shall be secured by the DIP Liens, which shall be granted in the DIP Credit Documents and approved by the Bankruptcy Court in the DIP Orders, on (1) all existing and after-acquired real and personal property of each Borrower, and (2) the outstanding equity interests issued by each Borrower (to the extent applicable), and all substitutions, accessions, products and proceeds of each of the foregoing (the "Collateral"). All of the DIP Liens shall be effective and perfected as of the Petition Date upon entry of the Interim Order, without need for any additional filings or documentation, except to the extent requested by the DIP Lender in its sole discretion.

39. The DIP Collateral shall not include any specified excluded collateral agreed to by the DIP Lenders, and donor restricted funds at the Philanthropic Foundations, the Pace collateral (which consists solely of use restricted proceeds of a conduit California tax exempt financing under the control of WTNA as Trustee and the associated Daly City special property tax assessments on the applicable properties) and claims and causes of action of the Borrowers' bankruptcy estates under chapter 5 of the Bankruptcy Code ("Avoidance Actions").

40. PRIMING LIENS: The DIP Liens shall, pursuant to section 364(d)(1) of the Bankruptcy Code, be valid, perfected, continuing, enforceable, non-avoidable first priority liens and security interests on the Collateral of each Borrower, and shall prime all other liens and security interest on the Collateral, including any liens and security interests in existence on the Petition Date, and any other current or future liens granted on the Collateral, including any

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adequate protection or replacement liens granted on the Collateral (the "Primed Liens").

41. SALE PROCEEDS AS COLLATERAL: Proceeds of sales of Hospitals and other assets constituting Collateral shall be held in escrow, shall constitute Collateral and shall not be distributed, in whole or in part to other creditors of the Borrowers until either (a) the DIP Agent and DIP Lenders shall have been paid in full all amounts owed under the DIP Credit Documents and all obligations of the Borrowers to the DIP Agent and DIP Lenders shall have been satisfied in full and the DIP Lenders shall have no further obligations under the DIP Facility to make any advances thereunder, or (b) the DIP Agent otherwise expressly consents in writing to such distribution on terms and conditions that are acceptable to the DIP Agent, which consent may be withheld in its sole discretion.

42. PRIORITY: The DIP Obligations shall, pursuant to Section 364(c)(1) of the Bankruptcy Code, be entitled to superpriority administrative expense claim status in the Chapter 11 Case of each Borrower (the "DIP Superpriority Claims"), which DIP Superpriority Claims in respect of the DIP Facility shall have priority over any and all claims against the Borrowers.

43. WAIVER OF 506(C) SURCHARGE: Except with respect to the Carve-Out, the DIP Liens shall not be subject to surcharge under section 506(c) or any other provision of the Bankruptcy Code.

44. FINANCIAL REPORTING:

(a) Prior to the Petition Date, the Borrowers shall deliver to the DIP Agent a 13-week cash flow forecast of receipts and disbursements (the "Initial 13 Week Cash Flow Forecast"), in form and substance satisfactory to the DIP Agent and the DIP Lenders in their sole discretion, for the initial 13-week period commencing on the Petition Date.

(b) Weekly Reporting. Commencing on the second Wednesday after the Petition Date, and on each subsequent Wednesday thereafter, the Borrowers will provide a certified "Variance Report" to the DIP Agent and containing: (a) a report (i) showing actual cash receipts and disbursements for the immediately preceding week (or weeks, depending on the applicable testing period), noting therein all variances, on a line-item basis, from amounts set forth for such period in the Cash Flow Forecast (as defined herein), and including explanations for all material

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variances (including: (A) if known, the degree to which the variance is a permanent variance from the DIP Budget, (B) the cause of the variance, (C) if appropriate, how the source of such variance will be addressed in subsequent forecasts and (D) whether this variance is expected to impact the DIP Budget) and (ii) an update of the Cash Flow Forecast (as defined herein) to reflect the prior week's actual cash receipts and disbursements, and, as appropriate, an update to the remaining weeks under the then-current Cash Flow Forecast (as defined herein), and (b) an aged report listing current accounts receivable and current post-petition accounts payable.

(c) Monthly Reporting. On the first Thursday of each month after the Petition Date commencing in September, the Borrowers shall provide a new certified 13-week cash flow forecast (each an "Updated 13 Week Cash Flow Forecast", and, together with the Initial 13 Week Cash Flow Forecast, the "Cash Flow Forecast") that has been extended four weeks beyond the ending date for the prior Cash Flow Forecast. Each Updated 13 Week Cash Flow Forecast shall additionally contain: (a) a reconciliation of the prior month's actual results to the corresponding period in the Initial DIP Budget; (b) as appropriate, an Updated DIP Budget covering the period of the DIP Facility and (c) as appropriate, a reconciliation of the prior month's actual results to the corresponding period in the Updated DIP Budget.

45. AFFIRMATIVE AND NEGATIVE COVENANTS: Customary for financings of this type, as may be set forth more fully in the DIP Credit Agreement, but including the following financial covenants:

(1). Minimum Liquidity: The greater of $10 million and 10% of the Borrowing Base (except as otherwise provided for under the Interim Funding Conditions), to be tested weekly.

(2). Maximum DIP Budget Variance: Aggregate disbursements by the Borrowers shall not exceed the DIP Budget by more than a specified threshold, to be determined to the satisfaction of the DIP Agent. Any amounts unused by the Borrowers for a particular budget period may be carried forward to subsequent budget periods for the Borrowers until used in full. Any un-waived deviation from the covenant described above shall constitute an Event of Default upon notice given by the DIP Agent.

(3). Aggregate Limit. For the avoidance of doubt, nothing herein or in the other DIP

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Credit Documents shall entitle the Borrowers to receive, or require the DIP Lenders to extend, a DIP Loan if, at the time of the proposed funding of such DIP Loan (and after giving effect thereto and to all pending requests for DIP Loans), the aggregate amount of DIP Loans would exceed the lesser of (a) the DIP Loan Commitment and (b) the Borrowing Base.

46. REPRESENTATIONS AND WARRANTIES: Customary for financings of this type, as may be set forth more fully in the DIP Credit Agreement.

47. EVENTS OF DEFAULT: Customary and appropriate for financings of this type, including the failure of the Court to approve the Bid Procedures Motion by a date to be mutually agreed upon.

48. CASH MANAGEMENT:

(a) Borrower agrees to obtain satisfactory control agreements for the benefit of the DIP Agent on existing account structure for the six hospitals. Cash collections from these existing accounts shall be remitted or swept to DIP Lockbox (defined below).

(b) Borrower shall maintain and pay for a depository account (the "DIP Lockbox") subject to a control agreement satisfactory to the DIP Agent into which any other Borrowers cash collections shall be remitted and swept to the DIP Agent on a daily basis for application to the DIP Facility balance, and thereafter made available for draw and transfer into existing AP accounts in accordance with the terms of the DIP Credit Agreement. The DIP Agent shall have full dominion over all collections, and collections will be swept on a daily basis at all times and applied to the amounts outstanding under the DIP Facility; provided that, for purposes of calculating interest and fees under the DIP Facility, all collections shall be subject to a two business day clearance period. For the avoidance of doubt, subject to the two business day clearance, the DIP Agent shall turn over excess proceeds of Accounts and Government Receivables on any date that there are no obligations owing and no claims have been made or threatened against DIP Agent or the DIP Lenders.

50. CONDITIONS PRECEDENT: In addition to such other customary conditions as set forth in the DIP Credit Documents and the continued satisfaction of the Interim Funding Conditions, the obligation of the DIP Lenders to advance the DIP Loans (other than the Interim

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Funding) shall be subject to the satisfaction (or waiver by the DIP Agent, in its sole and absolute discretion) of the following conditions:

(a) entry of the Final Order within the time set forth above and the DIP Agent shall have received a signed copy of the Final Order, in form and substance satisfactory to the DIP Agent in its sole and absolute discretion, authorizing and approving, on a permanent basis, the making of the DIP Loans in the amounts consistent with those set forth in the "DIP Facility" section above and the granting of the superpriority claims and liens and other liens referred to above under the heading "Security and Priority", which Final Order shall not have been vacated, reversed or stayed in any respect;

(b) the Final Order shall have been entered without opposition by U.S. Bank as Note Trustee for 2015 and 2017 Working Capital Notes; U.S. Bank as Master Trustee for 2005 Series Bonds; Verity MOB Financing, LLC and Verity MOB Financing II, LLC; Wilmington Trust National Association, as Trustee for the California Statewide Communities Development Authority for the California First Clean Program and California First Seismic Program; and any other party identified by the DIP Agent, unless the DIP Agent waives such condition in its sole and absolute discretion; and

(c) Conditions customary and/or appropriate, in the judgment of the DIP Agent, for transactions of this type.

51. CONDITIONS TO EACH EXTENSION OF CREDIT: On the date of each extension of credit under the DIP Facility, the cash management order, Interim Order, or Final Order, as the case may be, shall be in full force and effect and shall not have been vacated, reversed or stayed in any respect or, except as expressly permitted by the DIP Credit Documents, modified or amended in any manner.

52. RELEASE OF CLAIMS: To induce the DIP Lenders to enter into the DIP Credit Documents, each Borrower, for itself and on behalf of their subsidiaries, successors and assigns (each a "Releasor" and, collectively, the "Releasors"), hereby releases, acquits, and forever discharges each of the DIP Lenders, the DIP Agent and any of their respective officers, directors, employees, agents, attorneys, representatives, subsidiaries, affiliates or shareholders (the

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"Releasees") from any and all liabilities, claims, demands, actions or causes of action of every kind or nature (if any there be), whether absolute or contingent, due or to become due, disputed or undisputed, liquidated or unliquidated, at law or in equity, or known or unknown, that any Releasor now has, ever had or hereafter may have against the Releasees based on acts, transactions or circumstances that have occurred or been consummated on or before the date of the Closing Date and that relate to (a) the DIP Facility, the Financing Documents, or any other extension of credit by the DIP Lenders to the Borrowers and their affiliates; (b) any transaction, act or omission contemplated by or described in or concluded under any DIP Credit Document or any Financing Document; or (c) any aspect of the dealings or relationships between or among the Releasors, on the one hand, and the Releasees on the other hand, under or in connection with any DIP Credit Document or any Financing Document or any transaction, act or omission contemplated by or described in or concluded under any DIP Credit Document or Financing Document (collectively, the "Claims"). The provisions of this paragraph shall survive the termination of the DIP Facility and any other DIP Credit Document and payment in full of any indebtedness thereunder. Each Borrower, for itself and on behalf of their successors, assigns and other legal representatives, hereby unconditionally and irrevocably agrees that such Releasor shall not sue any Releasee on the basis of any Claim released, remised and discharged pursuant to the foregoing provisions of this paragraph, and if any Releasor violates the foregoing covenant, such Releasor, for itself and its successors and assigns, agrees to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees and cost incurred by any Releasee as a result of such violation.

53. REQUISITE LENDERS: Amendments and waivers of the DIP Facility Documentation will require the approval of the Lenders holding more than 66.66% of the aggregate amount of the loans and commitments under the DIP Facility, provided however, if there are two or more unaffiliated Lenders, Requisite Lenders shall require at least two unaffiliated Lenders

54. GOVERNING LAW: New York, without regard to choice of law and subject to applicable federal bankruptcy laws, provided that from and after the Petition Date, the United

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States Bankruptcy Court, Central District of California, Los Angeles Division, shall have jurisdiction over disputes arising in connection with this Term Sheet, the DIP Loan and any and all related matters.

I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Dated: August 31, 2018

VERITY HEALTH SYSTEM

By: [redacted]
Anita Chou
Chief Financial Officer

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EXHIBIT 1

SUMMARY OF FUNDED DEBT OBLIGATIONS

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Funded Debt Stack
Verify

		Maturity Date	Outstanding as of 07/31 (000's)	Int Rate	Obligated or Non-Obligated Group	Holder	Tax Status	Call Provisions
Long Term Revenue Bonds								
	2005-A-2024	7/1/2024	32,885	0.0575	Obligated	Public*	Exempt - Fed & CA	Callable at Par
	2005-A-2030	7/1/2030	64,490	0.0575	Obligated	Public*	Exempt - Fed & CA	Callable at Par
	2005-A-2034	7/1/2034	72,530	0.0575	Obligated	Public*	Exempt - Fed & CA	Callable at Par
	2005-A-2039	7/1/2039	72,710	0.058	Obligated	Public*	Exempt - Fed & CA	Callable at Par
	2005-G	7/1/2022	8,825	0.055	Obligated	Public*	Exempt - Fed & CA	Callable at Par
	2005-H	7/1/2025	8,005	0.0575	Obligated	Public*	Exempt - Fed & CA	Callable at Par
Total			259,445					
Working Capital Bonds								
	2015A	6/10/2019	60,000	0.0725	Obligated	Rosemawr	Exempt - Fed & CA	Call Any Date (1)110% of par or (ii) "make Whole Redemption Price"
	2015B	6/10/2019	45,000	0.0725	Obligated	Rosemawr	Exempt - Fed & CA	Call Any Date (1)110% of par or (ii) "make Whole Redemption Price"
	2015C	6/10/2019	10,000	0.095	Obligated	Rosemawr	Taxable	Call Any Date (1)110% of par or (ii) "make Whole Redemption Price"
	2015D	6/10/2019	45,000	0.0875	Obligated	RCB	Exempt - Fed & CA	Callable at Par (whole or in part)
	2017A	12/10/2020	21,000	0.0725	Obligated	NantWorks	Exempt - Fed & CA	Call Any Date (1)110% of par or (ii) "make Whole Redemption Price"
	2017B	12/10/2020	21,000	0.0725	Obligated	NantWorks	Exempt - Fed & CA	Call Any Date (1)110% of par or (ii) "make Whole Redemption Price"
Total			202,000					
Long Term Tax Assessment Financing (PACE)								
	Series 2017-A (Clean Fund)	9/2/2047	4,000	0.064	Obligated	Wilmington Trust NA-Trustee California Statewide Development Authority (Clean Fund)	Exempt - CA	Call before (i) 3/2/2022 at 104% (ii) 3/2/2027 at 103%(iii) after 5/12/2027 at 101%
	Series 2017-B (Clean Fund)	9/2/2047	4,000	0.064	Obligated	Clean Fund	Exempt - CA	Call before (i) 3/2/2022 at 104% (ii) 3/2/2027 at 103%(iii) after 5/12/2027 at 101%
	Series 2017-C (Clean Fund)	9/2/2047	4,000	0.064	Obligated	Clean Fund	Exempt - CA	Call before (i) 3/2/2022 at 104% (ii) 3/2/2027 at 103%(iii) after 5/12/2027 at 101%
	Series 2017-D (Clean Fund)	9/2/2047	4,000	0.064	Obligated	Clean Fund	Exempt - CA	Call before (i) 3/2/2022 at 104% (ii) 3/2/2027 at 103%(iii) after 5/12/2027 at 101%
	Series 2017-E(Clean Fund)	9/2/2047	4,000	0.064	Obligated	Clean Fund	Exempt - CA	Call before (i) 3/2/2022 at 104% (ii) 3/2/2027 at 103%(iii) after 5/12/2027 at 101%
	2017-NR2 (Petros)	9/2/2047	20,000	0.0645	Obligated	Petros		Call before (i) 3/2/2022 at 104% (ii) 3/2/2027 at 103%(iii) after 5/12/2027 at 101%
Total			40,000					
Non-obligated unsecured								
	Promissory Note A	3/7/2018	20,000	0.0725	Non-Obligated	Nant Capital	Taxable	Callabe at Par
	Promissory Note B	3/29/2018	20,000	0.0725	Non-Obligated	Nant Capital	Taxable	Callabe at Par
Total			40,000					
Non-obligated Real Estate Backed (Non Recourse)								
	MOB Financing - Series 2017	10/9/2020	48,220	0.0707	Non-Obligated	NantWorks	Taxable	Callable at Par (?)
	MOB Financing Series 2018 - April	6/9/2021	15,000	0.0707	Non-Obligated	NantWorks	Taxable	Callable at Par (?)
	MOB Financing Series 2018 - July	6/9/2021	5,000	0.0707	Non-Obligated	NantWorks	Taxable	Callable at Par (?)
Total			68,220					
Total Debt			607,665					
	Obligated		501,445					
	Non-Obligated		106,220					

*Nuveen $183.61M; Vanguard $23.52M; Lord Abbot $10.75M;VanEck $8.86M

Verity Health System
Schedule of Restricted Cash Held for Creditors

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($ in thousands)	PACE Financing	2005 Bonds	Total
CSCDA Calfirst Cfund 2017AE Cap Int	$ 1,547	$ -	$ 1,547
CSCDA Calfirst 2017 NR2 Cap Interest	659	-	659
Total Held for Interest	**2,206**	**-**	**2,206**
CSCDA Calfirst Cfund 2017AE Program	16,755	-	16,755
CSCDA Calfirst 2017 NR2 Program Fund	17,625	-	17,625
Total Program Fund	**34,379**	**-**	**34,379**
2005 Series A	-	647	647
2005 Series H	-	168	168
2005 Series G	-	367	367
Total Principal Account	**-**	**1,182**	**1,182**
2005 Series A	-	20,717	20,717
2005 Series H	-	906	906
2005 Series G	-	1,094	1,094
Total Debt Reserve	**-**	**22,717**	**22,717**
Total Resricted Cash Held for Creditors	**$ 36,585**	**$ 23,899**	**$ 60,484**
Escrow Account with Wells Fargo	**-**	**2,000**	**2,000**

EXHIBIT 2

INITIAL AGREED BUDGET

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Case 2:18-bk-20151-ER Doc 32-2 Filed 08/31/18 Entered 08/31/18 23:06:02 Desc Exhibit 2 Page 2 of 2

Verity Health

$ in 000's

Exhibit 2

Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	13-Week
Actuals	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Totals
Week Ending	9/8/2018	9/15/2018	9/22/2018	9/29/2018	10/6/2018	10/13/2018	10/20/2018	10/27/2018	11/3/2018	11/10/2018	11/17/2018	11/24/2018	12/1/2018	Projected
Cash Inflows														
Patient Revenue	16,337	21,010	20,421	21,010	17,291	17,880	17,291	17,880	17,858	19,296	16,707	15,554	16,707	239,242
Capitation Premium	-	2,148	8,691	2,148	-	2,148	8,691	2,148	-	2,148	8,591	2,148	-	38,661
QAF / DSH / Trauma	-	9,059	-	-	-	-	-	5,025	-	-	-	-	-	14,084
Other Operating Receipts	297	146	24	780	297	146	24	132	944	146	24	132	944	4,033
Subtotal: Cash Inflows	16,633	32,362	29,036	23,937	17,588	20,173	25,907	25,185	18,802	21,589	27,322	17,834	19,651	296,020
Operating Cash Outflows														
Operating Expenses	(26,300)	(30,260)	(29,107)	(27,239)	(24,371)	(32,572)	(25,764)	(24,824)	(29,368)	(26,122)	(29,510)	(28,122)	(27,633)	$ (361,193)
Critical Vendor Pre-Petition Relief	-	-	(2,500)	(2,500)	(2,500)	(5,000)	(5,000)	(2,500)	-	-	-	-	-	(20,000)
Capex	(200)	(313)	(313)	(2,047)	(200)	(200)	(200)	(200)	(2,047)	(200)	(200)	(200)	(2,047)	(8,367)
Adequate Protection Debt Service	(372)	-	-	(2,522)	-	(377)	-	(1,226)	(1,295)	(382)	-	(1,226)	(1,295)	(8,695)
DIP Debt Service	(2,313)	-	-	(160)	-	-	-	-	(329)	-	-	-	(473)	(3,274)
Professional Fees - Restructuring	(705)	(303)	(360)	-	(2,928)	(225)	-	-	(1,540)	-	-	-	(1,889)	(7,950)
Restructuring Events	-	-	-	-	-	512	512	387	42	24	1,024	1,024	774	4,299
Subtotal: Cash Outflows	(29,889)	(30,876)	(32,279)	(34,467)	(29,998)	(37,862)	(30,453)	(28,363)	(34,538)	(26,680)	(28,686)	(28,525)	(32,565)	(405,180)
Net Cash Flow	(13,256)	1,487	(3,243)	(10,530)	(12,410)	(17,689)	(4,546)	(3,178)	(15,736)	(5,091)	(1,364)	(10,690)	(12,914)	(109,160)
Total Cash, Beginning	$ 32,404	$ 49,148	$ 40,772	$ 30,993	$ 19,673	$ 19,985	$ 19,985	$ 19,985	$ 19,985	$ 19,985	$ 19,985	$ 19,985	$ 19,985	$ 32,404
Net Cash Flow	(13,256)	1,487	(3,243)	(10,530)	(12,410)	(17,689)	(4,546)	(3,178)	(15,736)	(5,091)	(1,364)	(10,690)	(12,914)	(109,160)
DIP Financing Proceeds/ (Paydown)	30,000	(9,862)	(6,536)	(790)	12,722	17,689	4,546	3,178	15,736	5,091	1,364	10,690	12,914	96,741
Total Cash Balance, Ending	49,148	40,772	30,993	19,673	19,985	19,985	19,985	19,985	19,985	19,985	19,985	19,985	19,985	19,985
DIP Revolver Loan Balance														
Beginning Balance	-	30,000	20,138	13,601	12,812	25,533	43,222	47,768	50,946	66,682	71,773	73,137	83,827	-
DIP Financing Proceeds/ (Paydown)	30,000	(9,862)	(6,536)	(790)	12,722	17,689	4,546	3,178	15,736	5,091	1,364	10,690	12,914	96,741
Ending Balance	30,000	20,138	13,601	12,812	25,533	43,222	47,768	50,946	66,682	71,773	73,137	83,827	96,741	96,741
Asset Sales														
Asset Sale Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal: Balance	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Balance, w / DIP & Asset Sales	49,148	40,772	30,993	19,673	19,985	19,985	19,985	19,985	19,985	19,985	19,985	19,985	19,985	19,985

Notes

1) Cash balances are net of outstanding checks

EXHIBIT 3

DIP CREDIT AGREEMENT

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Waller Draft 8.31.18 7:00 pm

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DEBTOR IN POSSESSION REVOLVING CREDIT AGREEMENT

Dated as of September [5], 2018

by and among

VERITY HEALTH SYSTEM OF CALIFORNIA, INC. AND EACH OF THE OTHER PERSONS SIGNATORY HERETO AS BORROWERS,

THE OTHER PERSONS PARTY HERETO THAT ARE DESIGNATED AS CREDIT PARTIES,

ALLY BANK,
for itself as a Lender and as Administrative Agent for all Lenders,

and

THE OTHER FINANCIAL INSTITUTIONS PARTY HERETO AS LENDERS

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DEBTOR IN POSSESSION REVOLVING CREDIT AGREEMENT

THIS DEBTOR IN POSSESSION REVOLVING CREDIT AGREEMENT is dated as of September [5], 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "***Agreement***") by and among each of the Persons signatory hereto and named on Schedule 1 hereto as a Borrower (each a "***Borrower***" and, collectively, the "***Borrowers***"), each of the Persons signatory hereto and named on Schedule 1 hereto as a Guarantor, the financial institutions from time to time party hereto as lenders (each, a "***Lender***" and collectively the "***Lenders***") and ALLY BANK, a Utah state chartered bank ("***Ally Bank***"), in its capacity as administrative agent for Lenders (together with its successors and assigns, the "***Administrative Agent***"), documentation agent and joint bookrunner.

RECITALS

A. On August 31, 2018 (the "***Petition Date***"), each Borrower filed a separate voluntary petition for relief under chapter 11 of the Bankruptcy Code (defined below) in the United States Bankruptcy Court for the Central District of California (the "***Bankruptcy Court***") and is continuing to operate its respective businesses and manage its properties as a debtor and debtor in possession under sections 1107 and 1109 of the Bankruptcy Code.

B. Borrowers have requested that Lenders provide financing to Borrowers in the form of a revolving loan in the maximum aggregate amount of $185,000,000 subject to the terms set forth herein, in the Financing Orders and pursuant to sections 364(c)(1), 364(c)(2), 364(c)(3) and 364(d) of the Bankruptcy Code, the proceeds of which will be used solely for (i) payment of all fees and expenses due to Administrative Agent and Lenders pursuant to this Agreement, (ii) financing ongoing debtor in possession working capital needs, maintenance and preservation of Borrowers' assets, general corporate purposes relating to postpetition operations and related costs, fees and expenses of the Bankruptcy Cases, (iii) payment of the administration expenses of the Bankruptcy Cases as approved by the Bankruptcy Court, (iv) to make adequate protection payments to the Specified Prepetition Secured Creditors and (v) to pay Daly City, California special tax assessments, for the benefit of Wilmington Trust National Association, as Trustee (the "***PACE Bond Trustee***") for the California Statewide Communities Development Authority for the CaliforniaFirst Clean Program and CaliforniaFirst Seismic Program ("***PACE***") Bonds.

C. Lenders have agreed to provide a revolving loan to Borrowers pursuant to sections 364(c)(1), 364(c)(2), 364(c)(3) and 364(d) of the Bankruptcy Code on the terms and conditions of this Agreement and in the Financing Orders so long as such postpetition credit obligations are secured by Liens granted, or purported to be granted, by Borrowers pursuant to this Agreement and the other Loan Documents and given super-priority status as provided in the Financing Orders.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Borrowers, Lenders and the Administrative Agent agree as follows:

ARTICLE 1 DEFINITIONS; PRINCIPLES OF CONSTRUCTION

1.1 Specific Definitions. The following terms have the meanings set forth below:

"***Account(s)***": (i) any right to payment of a monetary obligation, whether or not earned by performance, (ii) without duplication, any "account" (as defined in Article 9 of the UCC), any accounts receivable (whether in the form of payments for services rendered or goods sold, rents, license fees or otherwise), any Health-Care-Insurance Receivables (as defined in the UCC), any Payment Intangibles (as defined in the UCC) and all other rights to payment and/or reimbursement of every kind and description, whether or not earned by performance, (iii) all accounts, General Intangibles (as defined in the UCC), Intellectual Property, rights, remedies, guarantees, Supporting Obligations (as defined in the UCC), Letter-of-Credit Rights (as defined in the UCC) and security interests in respect of the foregoing, all rights of enforcement and collection, all books and records evidencing or related to the foregoing, and all rights under the Loan Documents in respect of the foregoing, (iv) all information and data compiled or derived by any Credit Party or to which any Credit Party is entitled in respect of or related to the foregoing, and (v) all Proceeds (as defined in the UCC) of any of the foregoing. For the avoidance of doubt, "Account" shall include any account receivable, Payment Intangible and/or right to payment and/or reimbursement of every kind and description, whether or not earned by performance arising under any QAF Program.

"***Account Debtor***": any Person obligated on any Account.

"***ACH***": the Automated Clearing House or any successor reasonably acceptable to Lender.

"***Administrative Agent***": the meaning set forth in the preamble to this Agreement.

"***Administrative Agent's Account***": the following deposit account of Administrative Agent:

JPMorgan Chase Bank, N.A.
New York, New York
ABA No.: 021-000-021
Account Name: Ally Bank
Account No.: 361-324-984
Attention: Loan Operations
Reference: [_____]

"***Affiliate***": as to any Person, any other Person that, directly or indirectly, is in Control of, is Controlled by or is under common Control with such Person or is a director or officer of such Person or of an Affiliate of such Person.

"***Agreement***": the meaning set forth in the preamble to this Agreement.

"***Allowed Fees***": in each case with respect to the Bankruptcy Cases, fees and reimbursement for distributions of professionals retained by the Borrowers and/or a statutory committee of unsecured creditors allowed or otherwise payable pursuant to an order of the Bankruptcy Court, including, without limitation, pursuant to monthly fee statements, that has not been vacated, stayed, appealed or objected to by Administrative Agent, under sections 327, 328 or 1103 of the Bankruptcy Code.

"***Ally Bank***": the meaning set forth in the preamble to this Agreement.

"***Anti-Terrorism Laws***": any Laws relating to terrorism or money laundering, including, without limitation, Executive Order No. 13224 (effective September 24, 2001), the USA PATRIOT Act, the Laws comprising or implementing the Bank Secrecy Act, and the Laws administered by OFAC.

"***Applicable Law***": all Laws applicable to any Credit Party or any other Person, or any conduct, transaction, agreement or matter in question, including all applicable statutory law, common law and equitable principles, and all provisions of constitutions, treaties, statutes, rules, regulations, orders and decrees of Governmental Authorities.

"***Applicable LIBOR Margin***": 4.5% per annum.

"***Approved Cash Management Obligations***": any obligations to Administrative Agent, any Lender or any Affiliate of any of the foregoing pursuant to any Cash Management Agreement of which (a) if such cash management obligations were established prior to the date of this Agreement, the Lender or its Affiliate has provided written notice to Administrative Agent executed by an authorized signatory of such Lender disclosing the existence of such Cash Management Agreement and the maximum liability of Borrowers or (b) if such Cash Management Agreement is established following the date of this Agreement, then (i) such Lender or its Affiliate (which in no case may be a Defaulting Lender) shall have provided written notice to Administrative Agent executed by an authorized signatory of such Lender disclosing the existence of such Cash Management Agreement and the maximum liability of Borrowers thereunder and (b) as of the date of delivery of such notice to Administrative Agent, no Event of Default shall have occurred and be continuing. In all events, the Approved Cash Management Obligations shall not exceed the maximum liability so disclosed in the notice to Administrative Agent.

"***Asset Disposition***": a sale, lease, license, consignment, transfer or other disposition of any property or assets of any Credit Party, including a disposition in connection with a sale-leaseback transaction or synthetic lease.

"***Asset Purchase Agreement(s)***": each Asset Purchase Agreement entered into with respect to the purchase of substantially all of the assets of any Borrower, including any Healthcare Facility, in a "363 sale" pursuant to Section 363 of the Bankruptcy Code.

"***Asset Sale***": the sale of all or some portion of the assets of a Borrower pursuant to an Asset Purchase Agreement approved by the Bankruptcy Court in an Asset Sale Order pursuant to Section 363 of the Bankruptcy Code.

"***Asset Sale Bid Procedures Order***": each order of the Bankruptcy Court, in form and substance satisfactory to Administrative Agent, approving applicable sale and bid procedures for each respective Asset Sale.

"***Asset Sale Documents***": collectively, the Asset Sale Purchase Agreements, Asset Sale Motions, Asset Sale Orders, Asset Sale Bid Procedures Orders and any and all other agreements, documents and certificates executed and delivered in connection therewith.

"***Asset Sale Motions***": each motion, in form and substance satisfactory to Administrative Agent, filed in the Bankruptcy Cases seeking entry of an order by the Bankruptcy Court approving the applicable Asset Sale, procedures for such Asset Sale, and the form of the applicable Asset Purchase Agreement.

"***Asset Sale Orders***": each order of the Bankruptcy Court, in form and substance satisfactory to Administrative Agent, approving each applicable Asset Sale and distribution of proceeds to Administrative Agent.

"***Assignee***": the meaning set forth in Section 10.1(b).

"***Assignment Agreement***": an Assignment and Assumption Agreement substantially in the form attached hereto as Exhibit E, with such amendments or modifications as may be approved by the Administrative Agent.

"***Authorized Officer***": the chief executive officer, president, chief financial officer, chief operating officer or treasurer of a Credit Party authorized to bind such Credit Party and, solely for purposes of notices given pursuant to Article 2, any other officer or employee of the applicable Credit Party so designated by any of the foregoing officers in a written notice to Administrative Agent. Any document delivered hereunder that is signed by an Authorized Officer of a Credit Party shall be conclusively presumed to have been authorized by all necessary corporate, limited liability company, partnership and/or other action on the part of such Credit Party and such Authorized Officer shall be conclusively presumed to have acted on behalf of such Credit Party.

"***Availability***": the meaning set forth in Section 2.1(a).

"***Availability Period***": the period from and including the Closing Date to the earliest of (a) the Revolving Loan Termination Date, and (b) the date of termination of the commitment of Lenders to make Loans pursuant to Section 9.2.

"***Bail-In Action***": the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"***Bail-In Legislation***": with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"***Bankruptcy Cases***": the following cases pending before the Bankruptcy Court: [_____].

"***Bankruptcy Code***": Title 11 of the United States Code entitled "Bankruptcy", as now or hereinafter in effect, or any successor statute.

"***Bankruptcy Court***": the meaning specified therefor in the recitals to this Agreement.

"***Base Rate***": with respect to each Reset Date, a rate per annum equal to the greatest of (i) the rate of interest from time to time published by the Board of Governors of the Federal Reserve System as the "Bank Prime Loan" rate in Federal Reserve Statistical Release H.15(519) entitled "Selected Interest Rates" or any successor publication of the Federal Reserve System reporting the Bank Prime Loan rate or its equivalent, (ii) the Federal Funds Effective Rate in effect on such day plus ½ of one percent (0.5%), and (iii) the LIBOR Rate plus 1.0%. Any change in the Base Rate due to a change in any of the rates described in the immediately preceding sentence shall become effective immediately upon the next succeeding Reset Date.

"***Blocked Person***": any Person: (a) listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224, (b) owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224, (c) with which Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law, (d) that commits, threatens or conspires to commit or supports "terrorism" as defined in Executive Order No. 13224, or (e) that is named a "specially designated national" or "blocked person" on the most current list published by OFAC or other similar list or is named as a "listed person" or "listed entity" on other lists made under any Anti-Terrorism Law.

"***Borrower Operating Account***": the following deposit account of Borrower Representative:

Bank Name:
Bank Address:
ABA No.:
Account Name:
Account No.:
Reference:

"***Borrower Representative***": VHS.

"***Borrowing Base***": as of any date of determination (as calculated with reference to the most recent Borrowing Base Certificate acceptable to Administrative Agent and otherwise in accordance with this Agreement), an amount equal to the sum of:

(a) eighty-five percent (85%) of the Net Collectable Value of the Eligible Accounts; plus

(b) sixty percent (60%) of the sum of (x) the Eligible QAF Accounts, minus (y) the corresponding QAF Required Payments (provided, however, availability under this clause (b) shall be $0 if (i) the Borrowers have failed to file with the Bankruptcy Court within thirty (30) days following the Petition Date either (A) the Saint Louise/O'Connor Hospital Bid Procedures Motion, or (B) the Consolidated Sale Motion, in each case unless and until either the Saint Louise/O'Connor Hospital Bid Procedures Motion or the Consolidated Sale Motion is thereafter filed with the Bankruptcy Court within 60 days following the Petition Date, or (ii) the Borrowers have failed to present to the Administrative Agent the Seton Cash Burn Elimination Plan within sixty (60) days following the Petition Date); plus

(c) ninety-five percent (95%) of the amounts held in the Escrow Deposit Account; plus

(d) Ten Million Dollars ($10,000,000) (provided, however, availability under this clause (d) shall be $0 if (i) the Borrowers have failed to file with the Bankruptcy Court within thirty (30) days following the Petition Date either (A) the Saint Louise/O'Connor Hospital Bid Procedures Motion, or (B) the Consolidated Sale Motion, in each case unless and until either the Saint Louise/O'Connor Hospital Bid Procedures Motion or the Consolidated Sale Motion is thereafter filed with the Bankruptcy Court within 60 days following the Petition Date, or (ii) the Borrowers have failed to present to the Administrative Agent the Seton Cash Burn Elimination Plan within sixty (60) days following the Petition Date); minus

(e) such reserves (including a reserve with respect to the Carve-Out Reserve and the Minimum Liquidity required pursuant to Section 7.2), in such amounts and with respect to such matters, as Administrative Agent may deem reasonably necessary from time to time.

"***Borrowing Base Certificate***": a certificate to be delivered by Borrower Representative setting forth a calculation of the Borrowing Base as of the date of such certificate, which certificate shall be substantially in the form of Exhibit A.

"***Budget***": the Initial Budget, together with the updates thereto in form and substance satisfactory to Administrative Agent in its sole discretion, delivered to Administrative Agent and the Lenders pursuant to Section 8.4(b).

"***Business Day***": any day other than a Saturday, Sunday or any day on which commercial banks in New York, New York are authorized or required to close by law or executive order.

"***Buyer***": any purchaser of any Borrower's assets pursuant to the applicable Asset Purchase Agreement and the applicable Asset Sale Order.

"***Capitalized Lease Obligations***": any Indebtedness represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP.

"***Carve-Out***": the meaning set forth in the Financing Orders.

"***Carve-Out Reserve***": a reserve against the Borrowing Base in an amount equal to the amount of the Carve-Out, which may be increased or decreased from time to time in Administrative Agent's sole discretion.

"***Cash Equivalents***": (i) readily marketable obligations issued or fully guaranteed by the United States of America or any agency thereof having maturities of not more than twelve (12) months from the date of acquisition thereof, (ii) commercial paper with maturities of not more than 180 days and a published rating of the highest rating attainable by a Rating Agency, (iii) certificates of time deposit and bankers' acceptances having maturities of not more than 180 days and repurchase agreements backed by United States government securities, in each case of a commercial bank if (A) such bank has a combined capital and surplus of at least $500,000,000, or (B) such bank's debt obligations, or those of a holding company of which it is a Subsidiary, are rated not less than Aa (or the equivalent rating) by a Rating Agency, and (iv) U.S. money market funds that invest solely in obligations issued or fully guaranteed by the United States of America or an agency thereof.

"***Cash Flow Forecast***": the Initial Cash Flow Forecast, together with the updates thereto in form and substance satisfactory to Administrative Agent in its sole discretion, delivered to Administrative Agent and the Lenders pursuant to Section 8.4(b).

"***Cash Management Agreements***": any and all cash management, overdraft, treasury, foreign exchange, lockbox, sweep-to-line, controlled disbursement, credit or debit card, EFT, ACH and other agreements entered into from time to time between any Credit Party and Administrative Agent or any Lender or any Lender Affiliate.

"***Cash Management Order***": the order of the Bankruptcy Court entered in the Bankruptcy Cases after the "first day" hearing, together with all extensions, modifications and amendments thereto or any "second day" order, in form and substance satisfactory to the Administrative Agent, which among other matters authorizes such cash management and treasury arrangements as shall be acceptable to the Administrative Agent.

"***CCP***": the meaning set forth in Section 4.22(g).

"***Change in Law***": the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the interpretation or application thereof by any Governmental Authority or (c) compliance by Administrative Agent or any Lender with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided, however, that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof and (ii) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall be deemed to be a "Change in Law", regardless of the date enacted, adopted, issued or implemented.

"***Change of Control***": (i) the result caused by the occurrence of any event or series of events which results in VHS owning (beneficially, legally or otherwise), in the aggregate, less than one hundred percent (100%) of any class of the issued and outstanding Equity Interests of any other Borrower, (ii) the pledge, hypothecation or encumbrance of any direct or indirect Equity Interests in any Credit Party, (iii) Rich Adcock ceases for any reason to be the Chief Executive Officer of VHS or to otherwise be involved in the day to day operation of VHS and each Borrower.

"***Closing***": the meaning set forth in Section 3.1.

"***Closing Date***": the date of the making of the initial Revolving Loan (or other extension of credit) hereunder.

"***CMS***": the Centers for Medicare & Medicaid Services or any Governmental Authority succeeding to any of its principal functions.

"***Code***": the Internal Revenue Code of 1986, as amended and as it may be further amended from time to time, any successor statutes thereto, and applicable U.S. Department of Treasury regulations issued pursuant thereto in temporary or final form.

"***Collateral***": any and all assets and rights and interests in or to property, whether real or personal, tangible or intangible, now or hereafter acquired, in which a Lien is granted or purported to be granted pursuant to the Collateral Documents as security for all or any portion of the Obligations.

"***Collateral Access Agreement***": an agreement, satisfactory in form and substance to Administrative Agent in its reasonable credit judgment, by which (a) for any material Collateral located on leased premises, the lessor waives or subordinates any Lien it may have on the Collateral, and agrees to permit Administrative Agent to enter upon the premises and remove the Collateral or to use the premises to store or dispose of the Collateral; (b) for any Collateral held by a warehouseman, processor, shipper or freight forwarder, such Person waives or subordinates any Lien it may have on the Collateral, agrees to hold any Documents in its possession relating to the Collateral as agent for Administrative Agent, and agrees to deliver the Collateral to Administrative Agent upon request; (c) for any Collateral held by a repairman, mechanic or bailee, such Person acknowledges Administrative Agent's Lien, waives or subordinates any Lien it may have on the Collateral, and agrees to deliver the Collateral to Administrative Agent upon request; and (d) for any Collateral subject to a Licensor's Intellectual Property rights, the Licensor grants to Administrative Agent the right, vis-à-vis such Licensor, to enforce Administrative Agent's Liens with respect to the Collateral, including the right to dispose of it with the benefit of the Intellectual Property, whether or not a default exists under any applicable License.

"***Collateral Assignment of Material Agreements***": each collateral assignment of material agreements executed by any Borrower or any other Credit Party in favor of Administrative Agent (for the benefit of itself and the Lenders) satisfactory in form and substance to Administrative Agent, as the same may be amended, restated or otherwise modified from time to time.

"***Collateral Documents***": all agreements, instruments and documents now or hereafter executed and delivered in connection with this Agreement that are intended to create, perfect or evidence Liens in Collateral to Administrative Agent for the benefit of Lenders to secure all or part of the Obligations each in form and substance satisfactory to Administrative Agent, including the Security Agreement, the Pledge Agreement, any Collateral Access Agreements, the Subordination Agreements, the Collateral Assignment of Material Agreements, each deposit account control agreement, the Mortgages and the Financing Order.

"***Collections***": with respect to any Account, all cash collections on such Account.

"***Compliance Certificate***": a certificate executed by an Authorized Officer of Borrower Representative with respect to the compliance by the Borrowers and the other Credit Parties with the terms, conditions and covenants set forth in this Agreement as of the date of such certificate, which certificate shall be substantially in the form of Exhibit B.

"***CON***": a written statement issued by any state authority authorizing a new health facility at a particular location or within a certain geographic region.

"***Concentration Account***" shall have the meaning set forth in Section 2.4(a).

"***Confirmation Date***": the date on which the Confirmation Order is entered in the docket on the Bankruptcy Court.

"***Confirmation Order***": an order of the Bankruptcy Court, in form and substance satisfactory to Administrative Agent, confirming the Plan of Reorganization.

"***Connection Income Taxes***": Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"***Consolidated Sale Motion***": a motion for approval of a negotiated asset sale on terms satisfactory to Administrative Agent executed by a Person that is not an Affiliate of a Borrower for substantially all assets of the Borrowers with expected consideration in the form of cash or assumption of prepetition secured Indebtedness in an amount not less than $700,000,000 and the simultaneous payment in full of the Obligations and termination of all the Revolving Commitments.

"***Contingent Obligation***": as to any Person, any obligation of such Person guaranteeing or intended to guarantee (whether directly or indirectly guaranteed, endorsed, co-made, discounted, or sold with recourse) any Indebtedness of any other Person, or the granting of a Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person. The amount of any Contingent Obligation shall be equal to the amount of the obligation so guarantied or otherwise supported or, if not a fixed and determined amount, the maximum reasonably anticipated net liability in respect thereof (assuming such Person is required to perform thereunder) as determined by the guaranteeing Person in good faith.

"***Contract Provider***": any Person or any employee, agent or subcontractor of such Person who provides professional health care services under or pursuant to any contract or other arrangement with any Credit Party.

"***Contractual Obligation***": as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"***Control***": with respect to any Person, either (i) ownership directly or indirectly of more than 50% of all Equity Interests in such Person or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities, by contract or otherwise.

"***Credit Party***": each Borrower and each Guarantor.

"***Debtor Relief Laws***": the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws from time to time in effect and affecting the rights of creditors generally.

"***Default***": the occurrence of any event, fact or circumstance which, with the giving of notice or passage of time, or both, would be an Event of Default.

"***Default Rate***": at any time, a rate per annum equal to the lesser of (i) the maximum rate permitted by Applicable Law, or (ii) the per annum effective rate of interest otherwise applicable at such time to the Revolving Loans plus an additional five percent (5%).

"***Defaulting Lender***": subject to Section 12.15(b), any Lender that (a) has failed to (i) fund all or any portion of its Loans within one (1) Business Day of the date such Loans were required to be funded hereunder unless such Lender notifies Administrative Agent and Borrowers in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to Administrative Agent, Swingline Lender or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Swingline Loans) within one (1) Business Day of the date when due, (b) has notified Borrowers, Administrative Agent or Swingline Lender in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within two (2) Business Days after written request by Administrative Agent or Borrowers, to confirm in writing to Administrative Agent and Borrowers that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by Administrative Agent and Borrowers), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so

long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 12.15(b)) upon delivery of written notice of such determination to Borrowers, Swingline Lender and each other Lender.

"***Deposit Account Bank***": the meaning set forth in Section 2.4(a).

"***Derivative Obligations***": every obligation of a Person under any forward contract, futures contract, exchange contract, swap, option or other financing agreement or arrangement (including caps, floors, collars and similar agreement), the value of which is dependent upon interest rates, currency exchange rates, commodities or other indices.

"***Distributions***": any dividend or other distribution (whether in cash, securities or other property) with respect to any capital stock or other Equity Interest of any Borrower or any other Credit Party, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such capital stock or other Equity Interest or on account of any return of capital to any Borrower's or any other Credit Party's stockholders, partners or members (or the equivalent Person thereof).

"***Documents***": any and all of the "documents" (as that term is defined in the UCC), whether now existing or hereafter arising.

"***Dollars***" and "***$***": lawful money of the United States.

"***EEA Financial Institution***": (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"***EEA Member Country***": any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"***EEA Resolution Authority***": any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"***Eligible Account***": subject to the criteria below, an Account of any Borrower that was generated in the ordinary course of such Borrower's business and consistent with past practices which was generated originally in the name of such Borrower and not acquired via assignment or otherwise, and that Administrative Agent, in its reasonable credit judgment, deems to be an Eligible Account. The net amount of Eligible Accounts at any time shall be (a) the face amount of such Eligible Accounts as originally billed minus (b) all cash collections and other proceeds of such Account received from or on behalf of the Account Debtor thereunder as of such date and any and all returns, rebates, discounts (which may, at Administrative Agent's option, be calculated on shortest terms), credits, allowances or excise

taxes of any nature at any time issued, owing, claimed by Account Debtors, granted, outstanding or payable in connection with such Accounts at such time. Without limiting the generality of the foregoing, no Account shall be an Eligible Account if:

(a) the Account or any portion of the Account is payable by a Person other than a Third-Party Payor;

(b) the Account is an obligation of an Account Debtor that has suspended business, made a general assignment for the benefit of creditors, is unable to pay its debts as they become due or is subject to an Insolvency Proceeding, or the Account is an Account as to which any facts, events or occurrences exist which could reasonably be expected to impair the validity, enforceability or collectability of such Account or reduce the amount payable or delay payment thereunder;

(c) the Account Debtor is a natural person (i.e. an individual), or an Affiliate of any Borrower;

(d) any representation and warranty contained in any Loan Document with respect to such Account is not true and correct;

(e) the Account remains unpaid more than one hundred and eighty (180) days past the applicable discharge date;

(f) more than fifty percent (50%) of the net aggregate balance of all Accounts owing from the Account Debtor (and its Affiliates but not including any Government Account Debtor making payments under Medicare or Medicaid) obligated on the Account are outstanding more than one hundred and eighty (180) days after the applicable services were rendered;

(g) without limiting the provisions of clause (f) above, fifty percent (50%) or more of the aggregate unpaid Accounts from the Account Debtor (but not including any Government Account Debtor making payments under a Government Reimbursement Program) obligated on the Account are not deemed Eligible Accounts hereunder for any reason;

(h) to the extent that the Account and all other Accounts owed by any particular Account Debtor and its Affiliates (but not including any Government Account Debtor making payments under a Government Reimbursement Program) exceed twenty percent (20%) of the net amount of all Eligible Accounts (calculated as set forth above) at any one time (including Accounts from any Government Account Debtor making payments under a Government Reimbursement Program);

(i) the Account is subject to any defense, set-off, recoupment, counterclaim, deduction, discount, credit, chargeback, freight claim, allowance, or adjustment of any kind (but such ineligibility shall extend only to the extent of such defense, set-off, recoupment, counterclaim, deduction, discount, credit, chargeback, freight claim, allowance, or adjustment), or the Borrower owning such Account is not able to bring suit or otherwise enforce its remedies against the Account Debtor through administrative or judicial process, as applicable;

(j) the Account involves (i) a workers' compensation claim which is not covered by a Third-Party Payor or (ii) services delivered for injury sustained in a motor vehicle accident, the repayment of which is contingent on litigation;

(k) the applicable Account Debtor for such Account is any Governmental Authority, and, following a written request by Administrative Agent to Borrowers, rights to payment of such

Account have not been assigned to Administrative Agent (for the benefit of itself and the Lenders) pursuant to the Federal Assignment of Claims Act, 31 U.S.C. § 3727 et seq. (as amended from time to time), or all other applicable statutes or regulations respecting the assignment of Lockbox Accounts have not been complied with (for example, with respect to all Accounts payable directly by a Government Account Debtor);

(l) if the Account arises from the performance of services, the services have not actually been performed, or the services were undertaken in violation of any Applicable Law;

(m) the Account includes late charges or finance charges (but only such portion of the Account shall be ineligible);

(n) the Account arises out of a cost report settlement or constitutes a disproportionate share hospital payment;

(o) the Account is not subject to a valid and enforceable First Priority Lien in favor of Administrative Agent (for the benefit of itself and the Lenders);

(p) the Account is not evidenced by an invoice, statement or other documentary evidence satisfactory to Administrative Agent; provided, however, that Eligible Unbilled Accounts in an aggregate amount not to exceed twelve and one half percent (12.5%) of Availability at any time may constitute Eligible Accounts notwithstanding that such Accounts have not been billed to the applicable Account Debtor as described in this clause (p);

(q) the Account (or the right to payment on or proceeds of such Account) has been sold or otherwise disposed of, or the Account (i) arises from a Healthcare Facility that has been sold or otherwise disposed of and (ii) remains unpaid after the earlier to occur of (x) sixty (60) days past the date the applicable Healthcare Facility was sold or otherwise transferred or (y) forty-five (45) days before the Scheduled Termination Date; or

(r) the Account or Account Debtor fails to meet such other specifications and requirements which may from time to time be established by Administrative Agent in its reasonable credit judgment;

provided, that neither QAF Accounts nor Eligible QAF Accounts shall constitute Eligible Accounts.

"***Eligible QAF Account(s)***": QAF Accounts of a Borrower arising under the QAF Phase V Program constituting fully earned (a) managed care "Cycle 1" receivables expected to be collected by the managed care health plan by April 30, 2019 ("***Cycle 1 Accounts***"), or (b) managed care "Cycle 2" pass-through receivables expected to be collected by the managed care health plan by September 30, 2019 ("***Cycle 2 Accounts***"), the value of which, in each case, shall be at any time the amount of expected estimated payments as reasonably determined by Administrative Agent in accordance with the documentation provided by Borrowers to Administrative Agent. Without limiting the generality of the foregoing, no QAF Account shall be an Eligible Account if: (i) any rights to payment with respect to the QAF Account are held by any Person not a Credit Party and not subject to a Subordination Agreement in form and substance satisfactory to Administrative Agent in its sole discretion, (ii) the QAF Account is not subject to a valid and enforceable First Priority Lien in favor of Administrative Agent; (iii) with respect to Cycle 1 Accounts, the QAF Account has not been received by the Borrowers May 31, 2019, (iv) with respect to Cycle 2 Accounts, the QAF Account has not been received by the Borrowers by October 31, 2019, or (v) the QAF Account (or the right to payment on or proceeds of such QAF Account) has been

sold or otherwise disposed of or arises from a Healthcare Facility that has been sold or otherwise disposed of.

"***Eligible Unbilled Account(s)***": an Account of any Borrower meeting all of the criteria of an Eligible Account except that an invoice, statement or other billing document has not yet been created or sent, provided, that, any such Account will cease to be an Eligible Unbilled Account on the earlier to occur of (i) the date on which such Account becomes evidenced by an invoice, statement or other documentary evidence of any kind, or (ii) the twenty-second (22nd) day following the date on which the applicable patient was discharged.

"***Environmental Laws***": any and all Laws pertaining to the environment, natural resources, pollution, health (including any environmental clean-up statutes and all regulations adopted by any local, state, federal or other Governmental Authority, and any statute, ordinance, code, order, decree, law rule or regulation all of which pertain to or impose liability or standards of conduct concerning medical waste or medical products, equipment or supplies), safety or cleanup that apply to any Credit Party and relate to Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 *et seq.*), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 *et seq.*), the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136 *et seq.*), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 *et seq.*), the Occupational Safety and Health Act (29 U.S.C. § 651 *et seq.*, to the extent it regulates occupational exposure to Hazardous Materials), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. § 4851 *et seq.*), any analogous state or local laws, any amendments thereto, and the regulations promulgated pursuant to said laws, together with all amendments from time to time to any of the foregoing and judicial interpretations thereof.

"***Environmental Notice***": a notice (whether written or oral) from any Governmental Authority or other Person of any possible material noncompliance with, investigation of a possible material violation of, litigation relating to, or potential fine or liability under any Environmental Law, or with respect to any material Environmental Release, environmental pollution or Hazardous Materials, including any complaint, summons, citation, order, claim, demand or request for correction, remediation or otherwise.

"***Environmental Release***": a release of Hazardous Materials as defined in or under any Environmental Law.

"***Equity Interests***": with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in, including membership interests in) such Person, whether voting or non-voting, and all warrants, options or other rights (regardless of how designated) for the purchase or acquisition from such Person of such shares of capital stock of (or other ownership or profit interests in, including membership interests in or beneficial interest in a trust of) such Person.

"***ERISA***": the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder.

"***ERISA Affiliate***": all members of a controlled group of corporations and all trades and business (whether or not incorporated) under common control and all other entities which, together with each Borrower and each other Credit Party, are treated as a single employer under any or all of Section 414(b), (c), (m) or (o) of the Code.

"***EU Bail-In Legislation Schedule***": the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"***Event of Default***": the meaning set forth in Section 9.1.

"***Excess Availability***": as of any date of determination, the amount that Borrowers are entitled to borrow as Revolving Loans under Section 2.1 of this Agreement (after giving effect to the Outstanding Amount).

"***Excluded Swap Obligation***": any and all of each Credit Party's Swap Obligations if, and to the extent that, all or a portion of the guarantee of such Credit Party of, or the grant by such Credit Party of a Lien to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act (or the application or official interpretation thereof) by virtue of such Credit Party's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act (determined after giving effect to any "keepwell, support or other agreement" for the benefit of such Credit Party and any and all guarantees of such Credit Party's Swap Obligations by the other Credit Parties) at the time the guarantee of such Credit Party, or grant by such Credit Party of a Lien, becomes effective with respect to such Swap Obligation.

"***Excluded Taxes***": any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Revolving Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loans or Revolving Commitment (other than pursuant to an assignment request by the Borrowers under Section 12.15) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.14, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.14 and (d) any U.S. federal withholding Taxes imposed under FATCA.

"***Expenses***": (i) any and all reasonable costs, fees and expenses of Administrative Agent add any Lender in connection with the analysis, negotiation, preparation, execution, administration, syndication, delivery, termination and court approval of this Agreement, the Financing Orders, the other Loan Documents and the documents and instruments referred to herein and therein, and any amendment, restatement, supplement, waiver or consent relating hereto or thereto, whether or not any such amendment, restatement, supplement, waiver or consent is executed or becomes effective, (ii) any and all reasonable costs, fees and expenses of Administrative Agent and each Lender in connection with the enforcement of Administrative Agent's and Lenders' rights hereunder (including, without limitation, field examination expenses), or the collection of any payments owing from, the Credit Parties hereunder and/or the other Loan Documents or the protection, preservation or defense of the rights of Administrative Agent and Lenders hereunder and under the other Loan Documents, (iii) the analysis, negotiation, and preparation of the Financing Orders, the Asset Sale Documents and any other documents filed in or prepared in connection with the Bankruptcy Cases, and the preparation for, travel to and participation in any hearings or proceedings in connection with any of the foregoing, and (iv) any Lien, litigation and other search costs, the reasonable fees, expenses and disbursements of legal counsel for Administrative Agent and Lenders, including the charges of internal legal counsel, any fees or expenses incurred by Administrative Agent under Section 11.15 for which any Borrower or any other Credit Party are obligated

thereunder, and charges of any expert, appraiser, auditor or other consultant to Administrative Agent and Lenders.

"***FATCA***": Sections 1471 through 1474 of the Code as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b) of the Code.

"***Federal Funds Effective Rate***": with respect to each Reset Date, the rate per annum (expressed, as a decimal, rounded upwards, if necessary, to the next higher one one-hundredth of one percent (1/100 of 1%)) equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided, (i) if such day is not a Business Day, the Federal Funds Effective Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (ii) if no such rate is so published on such next succeeding Business Day, the Federal Funds Effective Rate for such day shall be the average rate charged to Ally Bank or any other Lender selected by the Administrative Agent on such day on such transactions as determined by the Administrative Agent.

"***Final Order***": an order of the Bankruptcy Court in the Bankruptcy Cases which approves the transactions contemplated by this Agreement, the other Loan Documents and the Liens and Guaranties, if any, granted hereunder and thereunder and the other transactions contemplated hereby and thereby on a final basis and is in form and substance acceptable to Administrative Agent and the Lenders, as the same may be amended, modified or otherwise supplemented from time to time in compliance with this Agreement.

"***Financing Orders***": the Interim Order or, when applicable, the Final Order.

"***First Priority***": with respect to any Lien purported to be created in any Collateral pursuant to any Collateral Document, that such Lien is the only Lien to which such Collateral is subject other than Permitted Liens that are non-consensual Permitted Liens or those purchase money Liens expressly permitted hereunder.

"***Fiscal Quarter***": the fiscal period of each Borrower and the other Credit Parties ending on March 31, June 30, September 30 and December 31 in each Fiscal Year.

"***Fiscal Year***": the fiscal year of each Borrower and the other Credit Parties ending on June 30 in each calendar year.

"***Foreign Lender***": (a) if any Borrower is a U.S. Person, a Lender that is not a U.S. Person, and (b) if any Borrower is not a U.S. Person, a Lender that is resident or organized under the laws of a jurisdiction other than that in which such Borrower is resident for tax purposes.

"***GAAP***": generally accepted accounting principles in the United States of America as of the date of the applicable financial report.

"***Government Account Debtor***": an Account Debtor that is a Government Reimbursement Program.

"***Government Lists***": (i) the Specially Designated Nationals and Blocked Persons lists maintained by Office of Foreign Assets Control ("***OFAC***"), (ii) any other list of terrorists, terrorist

organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC that Administrative Agent notified Borrowers in writing is now included in "Government Lists", or (iii) any similar lists maintained by the United States Department of State, the United States Department of Commerce or any other Governmental Authority or pursuant to any Executive Order of the President of the United States of America that Administrative Agent notified Borrowers in writing is now included in "Government Lists".

"***Government Reimbursement Program***": (i) Medicare (including any Medicare managed care program), (ii) Medicaid (including any Medicaid managed care program), (iii) TRICARE, (iv) the Federal Employees Health Benefit Program under 5 U.S.C. §§ 8902 et seq., (v) the Civilian Health and Medical Program of the Department of Veteran Affairs, (vi) any other Federal, state or local health care reimbursement program, and (vii) any agent, administrator, intermediary or carrier for any of the foregoing.

"***Governmental Authority***": any court, board, agency, commission, office or authority of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) now or hereafter in existence.

"***Governmental Authorization***": any permit, license, registration, authorization, certificate, accreditation, plan, directive, consent order or consent decree of or from, or notice to, any Governmental Authority.

"***Guarantor***": each Person who on or after the Closing Date guarantees the payment and performance of the Obligations.

"***Guaranty***": each guaranty agreement executed by any Guarantor in favor of Administrative Agent (for the benefit of itself and the Lenders), pursuant to which such Guarantor guarantees the payment and performance of the Obligations, in form and substance satisfactory to Administrative Agent, in each case as the same may be amended, restated, replaced or otherwise modified from time to time.

"***Hazardous Materials***": any and all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"***Healthcare Authorizations***": any and all Governmental Authorizations and permits, licenses, provider agreements, authorizations, approvals, certificates, certificates of need, accreditations and plans of third-party accreditation agencies (such as the Joint Commission), provider agreements with Government Reimbursement Programs and Non-Government Payors, in each case that are (a) necessary to enable any Borrower to engage in the Healthcare Services, participate in and receive payment under Government Reimbursement Programs and plans of Non-Government Payors to conduct the Credit Parties' business and operations as presently conducted or (b) required under any Healthcare Laws to continue to conduct its business as it is conducted on the date of this Agreement or otherwise applicable to the ownership of a Healthcare Facility.

"***Healthcare Facility***": each facility set forth on Schedule 4.23 and each other facility, including, without limitation, any hospital, medical office building, or similar facility, owned or leased by a Borrower which is subject to any Healthcare Authorization and from which any Borrower or any other Person provides or furnishes Healthcare Services.

"***Healthcare Laws***": any and all Applicable Laws relating to the possession, control, warehousing, marketing, sale and distribution of pharmaceuticals, the operation of medical or senior housing facilities (such as, but not limited to, hospitals, ambulatory surgery centers, behavioral health facilities, nursing homes, skilled nursing facilities and rehabilitation hospitals), patient healthcare, patient healthcare information, patient abuse, the quality and adequacy of medical care, rate setting, equipment, personnel, operating policies, fee splitting, including (a) all federal and state fraud and abuse Laws, including, the federal Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)), the Stark Law (42 U.S.C. §1395nn), the civil False Claims Act (31 U.S.C. §3729 et seq.), the federal health care program exclusion provisions (42 U.S.C. §1320a-7) and the Civil Monetary Penalties Act (42 U.S.C. §1320a-7a), (b) HIPAA, (c) Medicare, (d) Medicaid, (e) quality of medical care and accreditation standards and requirements of all applicable state Laws or regulatory bodies, (f) all laws, policies, procedures, requirements and regulations pursuant to which Healthcare Authorizations are issued, and (g) any and all other applicable healthcare laws, regulations, manual provisions, policies and administrative guidance, each of (a) through (g) as may be amended from time to time.

"***Healthcare Services***": providing or arranging to provide or administering, managing or monitoring healthcare goods and services including physician services, nurse and therapist services, hospital services, outpatient services, long-term care or any business or activity that is reasonably similar thereto or a reasonable extension, development or expansion thereof or ancillary thereto.

"***HIPAA***": the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009, and any state and local laws regulating the privacy and/or security of individually identifiable information, in each case as the same may be amended, modified or supplemented from time to time, and any successor statute thereto, and any and all rules or regulations promulgated from time to time thereunder.

"***Indebtedness***": without duplication, (a) all indebtedness of such Person for borrowed money, whether or not evidenced by bonds, debentures, notes or similar instruments, (b) all Capitalized Lease Obligations of such Person, (c) all obligations of such Person to pay the deferred purchase price of property or services (excluding trade accounts payable in the ordinary course of business), (d) all obligations, contingent or otherwise, with respect to the face amount of all letters of credit (whether or not drawn) and banker's acceptances issued for the account of such Person, (e) all Derivative Obligations of such Person, (f) all Contingent Obligations, (g) all liabilities of any partnership or joint venture of which such Person is a general partner or joint venturer, (h) all obligations of such Person to make any payment in connection with any warrants or any other Equity Interests including any put, redemption and mandatory dividends, of such Person or any Affiliate thereof and (i) all indebtedness secured by a Lien on the property of such Person, whether or not such indebtedness shall have been assumed by such Person.

"***Indemnified Taxes***": (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Credit Party under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

"***Ineligible Assignee***": (i) any natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person), (ii) any Credit Party or any of its Affiliates or (iii) any Defaulting Lender or any Affiliate of any Defaulting Lender or any Person who, upon becoming a Lender hereunder, would constitute a Defaulting Lender or an Affiliate thereof.

"***Initial Budget***": the statement of projected receipts and disbursements of the Borrowers for the period beginning on the Closing Date and ending on the Scheduled Termination Date, broken down by week, including the anticipated uses of the Revolving Loans for such period, delivered to

Administrative Agent on or about the Petition Date, in form and substance acceptable to Administrative Agent and the Lenders in their sole discretion and in effect as of the Petition Date.

"***Initial Cash Flow Forecast***": the initial cash flow forecast delivered pursuant to Section 3.1(a)(ii), attached hereto as Exhibit F, depicting on a weekly basis cash revenue, receipts, expenses, disbursements, outstanding advances under the Loans and other information for the 13 fiscal week period following the Closing Date.

"***Insolvency Proceeding***": with respect to any Person, (a) a case, action or proceeding with respect to such Person: (i) before any court or any other Governmental Authority under any Debtor Relief Law, or (ii) for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator, conservator (or similar official) of any Person or otherwise relating to the liquidation, dissolution, winding-up or relief of such Person, or (b) any general assignment for the benefit of creditors, composition, marshaling of assets for creditors, or other, similar arrangement in respect of such Person's creditors generally or any substantial portion of its creditors; undertaken under any Law.

"***Intellectual Property***": all intellectual and similar property of a Person, including inventions, designs, patents, patent applications, copyrights, trademarks, service marks, trade names, trade secrets, confidential or proprietary information, customer lists, know-how, software and databases; all embodiments or fixations thereof and all related documentation, registrations and franchises; all books and records describing or used in connection with the foregoing; and all licenses or other rights to use any of the foregoing.

"***Interim Commitment Amount***": Thirty Million Dollars ($30,000,000).

"***Interim Hearing***": the meaning set forth in Section 4.30(b).

"***Interim Order***": the order of the Bankruptcy Court entered in the Bankruptcy Cases, in form and substance satisfactory to Administrative Agent, approving this Agreement, the other Loan Documents and the Liens and Guaranties, if any, granted hereunder and thereunder and the other transactions contemplated thereby on an interim basis, which shall be in full force and effect until the entry of the Final Order, and which shall not have been stayed, reversed, vacated or otherwise modified (other than with the consent of the Required Lenders in their sole discretion).

"***Inventory***": any and all "inventory" (as that term is defined in the UCC) of any Person, whether now existing or hereafter arising.

"***Investment***": as to any Person, (a) any direct or indirect acquisition or investment by such Person, whether by means of the purchase or other acquisition of the properties and assets or Equity Interests or other securities of another Person, including the acquisition, operation, management or lease of any Healthcare Facility other than the Healthcare Facilities operated by Borrowers as of the Closing Date, (b) any loan, advance or capital contribution to, assumption of debt of, or purchase or other acquisition of any other debt or Equity Interests in, another Person, including any partnership, membership or joint venture interest in such other Person and any arrangement pursuant to which the investor provides a Contingent Obligation for such other Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute a business unit.

"***IRS***": the United States Internal Revenue Service, or any Governmental Authority succeeding to any of its principal functions.

"***Joint Commission***": the Joint Commission, formerly known as the Joint Commission on Accreditation of Healthcare Organizations or other similar agency.

"***Laws***": collectively, all international, foreign, federal, state and local statutes, laws (including common law), treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents, authorities, rulings, decrees, judgments, writs, injunctions, orders, awards or opinions, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, in each case whether or not having the force of law.

"***Lease Agreement(s)***": [_____], as the same may be amended, restated, replaced, or otherwise modified from time to time in accordance with the terms and conditions of this Agreement.

"***Lender(s)***": the meaning set forth in the introductory paragraph hereto, and including Revolving Lenders and Swingline Lender.

"***Lender Affiliate***": with respect to any Lender, any Person which, directly or indirectly, is in Control of, is Controlled by, or is under common Control with such Lender.

"***LIBOR Rate***": with respect to each Reset Date, the higher of (i) 2.0% and (ii) a rate per annum equal to:

(1) the offered rate for deposits in U.S. Dollars in an amount comparable to the amount of the applicable Loan for a period of one month which is published by the ICE Benchmark Administration (or any successor thereto) and currently appears on the Reuters LIBOR01 Page as of 11:00 a.m. (London time), on the day that is two (2) London banking days preceding such Reset Date; provided, however, that if such a rate ceases to be available to Administrative Agent on that or any other source from the ICE Benchmark Administration (or any successor thereto), the LIBOR Rate shall be equal to a rate per annum equal to the average rate (rounded upwards, if necessary, to the nearest 1/100 of 1%) at which Administrative Agent determines that Dollars in an amount comparable to the amount of the applicable Loans are being offered to prime banks at approximately 11:00 a.m. (London time) on the day which is two (2) Business Days prior to the Reset Date for a term of one month for settlement in immediately available funds by leading banks in the London interbank market selected by Administrative Agent; divided by

(2) a number equal to one (1.0) minus the maximum reserve percentages (expressed as a decimal fraction) (including, without limitation, basic, supplemental, marginal and emergency reserves under any regulations of the Board of Governors of the Federal Reserve System or other Governmental Authority having jurisdiction with respect thereto, as now and from time to time in effect) for Eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of such Board) which are required to be maintained by any Lender by the Board of Governors of the Federal Reserve System; such rate to be rounded upward to the next whole multiple of one-sixteenth of one percent (0.0625%). The LIBOR Rate shall be adjusted automatically on and as of the effective date of any change in any such reserve percentage.

"***License***": any license or agreement under which any Borrower or any other Credit Party is authorized to use Intellectual Property in connection with any manufacture, marketing, distribution or

disposition of Collateral, any use of property, the operation of any Healthcare Facility or any other conduct of its business.

"***Licensor***": any Person from whom any Borrower or any other Credit Party obtains the right to use any Intellectual Property.

"***Lien***": any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing). "***Lien***" shall not include the rights of any Government Account Debtor to recoup or setoff against any Account of such Government Account Debtor.

"***Loan Documents***": collectively, this Agreement, the Collateral Documents, any Revolving Note, each Guaranty, and all other documents, agreements and instruments now or hereafter evidencing, securing or delivered to Administrative Agent or any Lender in connection with the Loans or transactions contemplated by this Agreement, including the agreements and other documents set forth on Schedule 6 attached hereto, as each may be amended, restated or otherwise modified from time to time.

"***Loan Notice***": a notice requesting the making of a Revolving Loan or a Swingline Loan which shall either be included as a part of a Borrowing Base Certificate or be delivered separately in the form of Exhibit D.

"***Loans***": the collective reference to the Revolving Loans and the Swingline Loans, and "***Loan***" means any of such Loans.

"***Lockbox Account***": those certain deposit accounts maintained by Borrowers with the Deposit Account Bank into which all collections of Accounts of such Borrower from Government Account Debtors and/or Non-Government Payors are obligated are paid directly.

"***Management Agreements***": each management agreement or similar agreement for the day-to-day management of one or more Healthcare Facilities for a Borrower, as same may be amended, restated, replaced, supplemented or otherwise modified from time to time in accordance with Section 6.14.

"***Management Fee Subordination Agreement***": any Management Fee Subordination Agreement by and among Administrative Agent, Borrowers and Manager.

"***Management Fees***": the management fees as set forth in each Management Agreement.

"***Manager***": each manager under a Management Agreement.

"***Material Adverse Effect***": (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) or prospects of the Borrowers, taken as a whole (other than as customarily occurs as a result of the commencement of a proceeding under Chapter 11 of the Bankruptcy Code by the Borrowers and the commencement of the Bankruptcy Cases), on the value of any material Collateral, on the enforceability of any Loan Documents, or on the validity or priority of Liens on any material Collateral in favor of Administrative Agent (for the benefit of itself and the Lenders); (b) a material impairment of the ability of any Credit Party to perform its obligations under any Loan Document to which it is a party; or (c) a

material adverse effect upon the legality, validity, binding effect or enforceability against any Credit Party of any Loan Document to which it is a party.

"***Material Citation***": any operational, compliance or physical plant deficiency with respect to any Healthcare Facility of which any Borrower or any other Credit Party is notified in writing by any Governmental Authority or Government Reimbursement Program, and with respect to which the potential penalty for such deficiency is a loss of licensure, decertification of such Healthcare Facility from participation in any Government Reimbursement Program, the appointment of a temporary manager for such Healthcare Facility, the denial of payment for new admissions to such Healthcare Facility, the initiation of state monitoring of such Healthcare Facility, or the closure of such Healthcare Facility.

"***Material Contract***": each of the Lease Agreement, any Management Agreements and any other contract or other arrangement to which any Borrower or any other Credit Party is a party (other than the Loan Documents) for which breach, termination, nonperformance or failure to renew could reasonably be expected to have a Material Adverse Effect.

"***Maximum Swingline Loan Amount***": at any time the lesser of (a) Ten Million Dollars ($10,000,000) and (b) the amount that would cause the Revolving Loan to exceed the Availability.

"***Medicaid***": collectively, the healthcare assistance program established by Title XIX of the Social Security Act (42 U.S.C. §§ 1396 *et seq.*) and any statutes succeeding thereto, all state statutes and plans for medical assistance enacted in connection with such program, and all laws, rules, regulations, manuals, orders, guidelines or requirements (whether or not having the force of law) pertaining to such program, in each case as the same may be amended, supplemented or otherwise modified from time to time.

"***Medicare***": collectively, the health insurance program for the aged and disabled established by Title XVIII of the Social Security Act (42 U.S.C. §§ 1395 *et seq.*) and any statutes succeeding thereto, and all laws, rules, regulations, manuals, orders or guidelines (whether or not having the force of law) pertaining to such program, in each case as the same may be amended, supplemented or otherwise modified from time to time.

"***Minimum Liquidity***": as of any date, the sum of the following for Borrowers collectively on a consolidated basis for the most recently ended Test Period: (a) the average daily balance of unrestricted cash on hand (net of checks or other items of payment issued but not yet cashed or otherwise posted) in operating deposit accounts of Borrowers, *plus* (b) the average daily Excess Availability; provided that Excess Availability shall be calculated for purposes of this definition without giving effect to a reserve for Minimum Liquidity. Credit Parties shall provide to Administrative Agent, promptly upon Administrative Agent's request therefor, a "screen shot" of the account page on the official website of the Deposit Account Bank showing the current account balance with respect to each deposit account utilized in the calculation of Minimum Liquidity.

"***Mortgage***": each mortgages, deeds of trust and comparable documents executed by any Borrower in favor of Administrative Agent (for the benefit of itself and the Lenders), by which such Borrower has granted to Administrative Agent, as security for the Obligations, a Lien upon the real property of such Borrower.

"***Net Collectable Value***" percentages that Administrative Agent, in the exercise of its reasonable credit judgment, applies from time to time to Eligible Accounts by payor class (e.g., Medicare, Medicaid, Medicare managed care, Medicaid managed care, commercial insurance, etc.) based upon Administrative Agent's review and analysis of, among other things, any Borrower's historical collection

history, contractual allowances, returns, rebates, discounts, credits and other allowances for each such payor class and taking into account other factors deemed appropriate by Administrative Agent which may result in the possible non-payment of Accounts for any reason or possible diminution of the value of any Collateral, all in a manner consistent with Administrative Agent's underwriting practices and procedures.

"***Non-Government Payors***": any Third-Party Payors other than the Government Reimbursement Programs.

"***Notes***": the collective reference to the Revolving Notes and the Swingline Notes (in each case, if any), and "***Note***" means any of such Notes.

"***Obligations***": any and all Loans and other existing and future debts, liabilities and obligations of every kind or nature at any time owing by any Borrower and any other Credit Party to Administrative Agent, Lenders, Swingline Lenders or any Lender Affiliate arising out of, under, pursuant to, in connection with, or evidenced by this Agreement or any of the other Loan Documents, whether joint or several, related or unrelated, primary or secondary, matured or contingent, due or to become due, and whether constituting principal, interest, fees, indemnification obligations or Expenses (and specifically including any interest, fees or expenses accruing after the commencement of any Insolvency Proceeding with respect to any Borrower or any other Credit Party, whether or not a claim for such post-commencement interest, fees or expenses is allowed); any Approved Cash Management Obligations; and the payment of all Protective Advances and other amounts advanced by Administrative Agent, any Lender or any Lender Affiliate to preserve, protect and enforce rights hereunder and in the Collateral. Notwithstanding anything in this definition to the contrary, "Obligations" as used herein and in the Loan Documents, shall not include any Credit Party's Excluded Swap Obligations.

"***O'Connor Hospital***": the hospital commonly known as O'Connor Hospital, located at 2105 Forest Avenue, San Jose, California 95128.

"***OFAC***": the meaning set forth in the definition of "***Government Lists***".

"***Organization Documents***": (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement or limited liability company agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"***Other Connection Taxes***": with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"***Other Taxes***": all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or

otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment of any interest in any Loan or Loan Document.

"***Outstanding Amount***": with respect to the Revolving Facility on any date, the sum of (i) the aggregate outstanding principal amount of all Revolving Loans as of such date and (ii) the aggregate outstanding principal amount of all Swingline Loans, after giving effect, without duplication, to any borrowings and prepayments or repayments of Revolving Loans or Swingline Loans occurring on such date.

"***PACE Bond Trustee***": the meaning set forth in the recitals.

"***Participant***": the meaning set forth in Section 10.01(d).

"***Patriot Act***": the meaning set forth in Section 5.15(a).

"***Patriot Act Offense***": any violation of the criminal laws of the United States of America or of any of the several states, or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of the several states, relating to terrorism or the laundering of monetary instruments, including any offense under (a) the criminal laws against terrorism; (b) the criminal laws against money laundering, (c) the Bank Secrecy Act, as amended, (d) the Money Laundering Control Act of 1986, as amended, or the (e) Patriot Act. "***Patriot Act Offense***" also includes the crimes of conspiracy to commit, or aiding and abetting another to commit, a Patriot Act Offense.

"***Payment Date***": the first day of each calendar month, commencing on the first day of the first full calendar month after the Closing Date.

"***PBGC***": the Pension Benefit Guaranty Corporation or any Governmental Authority succeeding to any of its principal functions.

"***Permitted Asset Disposition***": an Asset Disposition that is (a) a sale of Inventory in the ordinary course of business or any other disposition of Inventory that is obsolete, unmerchantable or otherwise unsaleable in the ordinary course of business; (b) a disposition of equipment that, in the aggregate during any 12 month period, has a fair market or book value (whichever is more) of $100,000 or less; (c) a termination of a lease of real or personal property (other than one that is a Material Contract) that is not necessary for the ordinary course of business, could not reasonably be expected to have a Material Adverse Effect and does not result from a default by any Borrower or any other Credit Party; or (d) any Asset Sale pursuant to Asset Sale Documents in form and substance satisfactory to Administrative Agent in its reasonable discretion.

"***Permitted Contingent Obligations***": (a) Guaranties of Indebtedness hereunder made by the Guarantors, (b) endorsements of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business, and (c) Contingent Obligations incurred in the ordinary course of business with respect to surety, appeal or performance bonds or other similar obligations not to exceed $[_____] in the aggregate at any time outstanding.

"***Permitted Indebtedness***": (a) Indebtedness to Administrative Agent and Lenders in connection with the Loans or otherwise pursuant to the Loan Documents; (b) [reserved]; (c) unsecured trade payables incurred in the ordinary course of a Credit Party's business and which do not remain unpaid more than ninety (90) days after the due date thereof; (d) [reserved], (e) Indebtedness existing on the Closing Date, (f) Permitted Contingent Obligations, (g) [reserved], (h) other unsecured Indebtedness in an aggregate outstanding amount not to exceed $[_____] at any one time, and (i) Subordinated

Indebtedness, provided that any Subordinated Indebtedness shall require the approval of Administrative Agent.

"***Permitted Intercompany Loans***": loans in the nature of intercompany debits and credits made on the books of any Borrower to any other Borrower.

"***Permitted Investments***": (a) Investments existing on the Closing Date that are disclosed under the heading "Permitted Investments" on Schedule 2 hereto, and (b) Investments in Cash Equivalents.

"***Permitted Liens***": (a) Liens securing taxes, assessments or governmental charges or levies not delinquent; (b) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance, social security and other like laws; (c) [reserved]; (d) Liens existing on the Closing Date and disclosed under the heading "Permitted Liens" on Schedule 2 hereto; (e) Liens in favor of Administrative Agent (for the benefit of itself and the Lenders) securing the Obligations; (f) other Liens which do not secure Indebtedness for borrowed money or letters of credit and as to which the aggregate amount of the obligations secured thereby does not exceed $[100,000]; and (g) such other Liens as approved in the Financing Orders.

"***Person***": any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, Governmental Authority, any other person or entity, and any fiduciary acting in such capacity on behalf of any of the foregoing.

"***Petition Date***": the meaning set forth in the recitals.

"***Plan***": (i) an employee benefit or other plan established or maintained by any Borrower or any ERISA Affiliate or any such Plan or to which any Borrower or any ERISA Affiliate makes or is obligated to make contributions and (ii) which is subject to Title IV of ERISA or Section 302 of ERISA or Section 412 of the Code.

"***Plan Documentation***": the Plan of Reorganization and all documentation related thereto or referenced therein, including without limitation any amendments, modifications or supplements to any of the foregoing, including any subsequent plans of reorganization, any motions related thereto and the Confirmation Order.

"***Plan of Reorganization***": as the same may be amended, modified or otherwise supplemented in compliance with this Agreement, one or more plans of reorganization of the Borrowers in their Bankruptcy Cases which singly or in the aggregate provide for the indefeasible payment in full, in cash and in accordance with the terms of this Agreement of all Obligations which are due and owing as of the effective date of such plan(s) of reorganization.

"***Pledge Agreement***": that certain Pledge Agreement, dated as of the Closing Date, executed by each Pledgor in favor of Administrative Agent (for the benefit of itself and the Lenders), and each other pledge agreement executed by any Pledgor in favor of Administrative Agent (for the benefit of itself and the Lenders), in each case as the same may be amended, restated, replaced, severed, split, supplemented or otherwise modified from time to time.

"***Pledgor***": VHS and any other Person who executes a Pledge Agreement and grants a security interest in any Equity Interests of a Borrower or another Credit Party that are owned by such Person to secure the Obligations.

"***Postpetition***" or "***postpetition***": the time period commencing on the Petition Date and ending on the Reorganization Effective Date.

"***Prepetition***" or "***prepetition***": the time period prior to the Petition Date.

"***Pro Rata Share***": with respect to a Lender's obligation to make its share of Revolving Loans and receive payments of principal, interest, fees, costs, and expenses with respect thereto and for all other purposes hereunder (including the indemnification obligations arising under Section 12.7), the percentage obtained by dividing (i) such Lender's Revolving Commitment (or, after the termination of the Revolving Commitment, the Outstanding Amount of such Lender), by (ii) the aggregate amount of all Lenders' Revolving Commitments (or, after the termination of the Revolving Commitment, the Outstanding Amount of all Lenders).

"***Protective Advances***": the meaning set forth in Section 2.13.

"***QAF Account(s)***": Accounts arising under the QAF Program.

"***QAF Phase V Program***": the meaning set forth in the definition of "QAF Program."

"***QAF Program***": the Medi-Cal supplemental payments program that imposes a quality assurance fee to be paid by hospitals that is used to obtain increased federal Medicaid matching funds as implemented: (a) with respect to the January 1, 2014 – December 31, 2016, program period, pursuant to the Medi-Cal Hospital Reimbursement Improvement Act of 2013 (Article 5.230 (commencing with Section 14169.50) of Chapter 7 of Part 3 of Division 9 of the California Welfare and Institutions Code, enacted by California Senate Bill 239 (Stats. 2013, Ch. 637)); (b) the January 1, 2017 – June 30, 2019 program period, pursuant to the Medi-Cal Hospital Reimbursement Improvement Act of 2013 (Article 5.230 (commencing with Section 14169.50) of Chapter 7 of Part 3 of Division 9 of the California Welfare and Institutions Code, enacted by California Senate Bill 239 (Stats. 2013, Ch. 637)) (the "***QAF Phase V Program***"); (c) with respect to the July 1, 2011 – December 31, 2013, program period pursuant to the Medi-Cal Hospital Provider Rate Improvement Act of 2011 and Private Hospital Quality Assurance Fee Act of 2011 (Article 5.228 (commencing with Section 14169.1) and Article 5.229 (commencing with Section 14169.31) of Chapter 7 of Part 3 of Division 9 of the California Welfare and Institutions Code, enacted by California Senate Bill 335 (Stats. 2011, Ch. 286)); (d) with respect to prior program periods pursuant to the Medi-Cal Hospital Provider Rate Stabilization Act and the Quality Assurance Fee Act enacted by California Assembly Bill 1383 (Stats. 2009, Ch. 627) and its amendments, and the Medi-Cal Hospital Rate Stabilization Act of 2011 and Hospital Quality Assurance Fee Act of 2011 enacted by California Senate Bill 90 (Stats. 2011, Ch. 19); and (e) with respect to any subsequent program period for which Medi-Cal supplemental payments are provided pursuant to the current quality assurance fee program, or legislation modifying or extending the quality assurance fee program or enacting a successor quality assurance fee program or similar statewide hospital fee program.

"***QAF Required Payment***": each required periodic payment pursuant to the QAF Program of the (a) managed care tax and (b) pledge fee payable to the California non-profit foundation required pursuant to the QAF Program.

"***Rating Agency***": each of Standard & Poor's, a division of The McGraw-Hill Companies, Inc., Moody's Investors Service, Inc., and Fitch, Inc., a division of Fitch Ratings Ltd. or any other nationally-recognized statistical rating organization.

"***Recipient***": the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any Obligation of any Credit Party hereunder or under any other Loan Document.

"***Related Parties***" with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates.

"***Reorganization Effective Date***": the effective date the Plan of Reorganization.

"***Reorganization Milestones***": (a) the filing by the Borrowers in the Bankruptcy Cases of a Plan of Reorganization on or before the date that is one hundred and twenty (120) days following the Petition Date and accompanying disclosure statement with respect to such Plan of Reorganization, provided that such date is further extended to the end of the Borrower's exclusivity period in the related Bankruptcy Case upon entry of an order extending the Borrower's exclusivity period, and (b) the filing by the Borrowers within sixty (60) days following the Petition Date of either (i) the Saint Louise/O'Connor Hospital Bid Procedures Motion, or (ii) the Consolidated Sale Motion.

"***Required Insurance***": the meaning set forth in Section 5.4.

"***Required Lenders***": as of any date of determination, (a) if there are two (2) or fewer Lenders, Lenders holding one hundred percent (100%) of the aggregate Revolving Commitments, or (b) if there are more than two (2) Lenders, Lenders that are not Affiliates holding greater than sixty-six and two thirds percent (66 2/3%) of the aggregate Revolving Commitments (or, after the termination of the Revolving Commitments, Lenders that are not Affiliates holding greater than sixty-six and two thirds percent (66 2/3%) of the Outstanding Amount), provided, that the Revolving Commitment of, and the portion of the liabilities held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

"***Reset Date***": the Closing Date and the first day of each calendar month thereafter.

"***Restrictive Agreement***": an agreement (other than a Loan Document) that conditions or restricts the right of any Borrower or any other Credit Party to incur or repay Indebtedness, to grant Liens on any assets, to declare or make Distributions, to modify, extend or renew any agreement evidencing Indebtedness, or to repay any intercompany Indebtedness.

"***Revolving Commitment***": as to any Revolving Lender, such Revolving Lender's commitment to make Pro Rata Share of the Revolving Loans hereunder, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Revolving Lender's name on Annex A or in the Assignment Agreement pursuant to which such Revolving Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. The aggregate Revolving Commitments of the Revolving Lenders on the Closing Date is equal to the Interim Commitment Amount; provided that the aggregate Revolving Commitments of the Revolving Lenders shall increase to One Hundred Eighty-Five Million Dollars ($185,000,000) upon the satisfaction of the satisfaction of the funding conditions set forth in each of Sections 3.2 and 3.3.

"***Revolving Facility***": the meaning set forth in Section 2.1(a).

"***Revolving Lender***": each Lender with a Revolving Commitment.

"***Revolving Loan***": the meaning set forth in Section 2.1(a).

"***Revolving Loan Termination Date***": the earliest to occur of (a) the Scheduled Termination Date; (b) the earlier of (i) the date that is 30 days from entry of the Interim Order unless the Final Order has been entered and has become effective prior to the expiration of such period (or such later date as the Administrative Agent may approve in writing in its sole and absolute discretion), (ii) the date the Bankruptcy Court denies entry of the Final Order, or (iii) the date of revocation of the Interim Order or the Final Order, as applicable; (c) the substantial consummation (as defined in Section 1101 of the Bankruptcy Code and which for purposes hereof shall be no later than the "effective date") of a plan of reorganization filed in the Bankruptcy Cases that is confirmed pursuant to an order entered by the Bankruptcy Court; (d) the consummation of a sale of all or substantially all of the Collateral; (e) the date the Bankruptcy Court orders the conversion of the Bankruptcy Cases to a Chapter 7 liquidation or the dismissal of the Bankruptcy Cases or the appointment of a trustee or examiner with expanded power in the Bankruptcy Cases; and (f) the acceleration of the Loans and the termination of the Revolving Commitment in accordance with this Agreement.

"***Revolving Loans***": each Revolving Loan, collectively.

"***Revolving Note***": any promissory notes, if requested by a Lender pursuant to Section 2.11, made by each Borrower in favor of such Lender evidencing the Revolving Loans of such Lender, substantially in the form of Exhibit C.

"***Sanctions***": any international economic sanctions or trade embargo administered or enforced by the United States Government, including OFAC, the United Nations Security Council, the European Union or other relevant sanctions authority.

"***Scheduled Termination Date***": September [5], 2019.

"***Security Agreement***": that certain Security Agreement, dated as of the Closing Date, executed by each Credit Party in favor of Administrative Agent (for the benefit of itself and the Lenders), and each other security agreement executed by any Borrower or any other Credit Party in favor of Administrative Agent (for the benefit of itself and the Lenders), in each case as the same may be amended, restated or otherwise modified from time to time.

"***Seton Cash Burn Elimination Plan***": a plan for the reduction and eventual elimination of the cash burn from the operation of Seton Medical Center and Seton Medical Center Coastside (which may be by a sale of such facilities to an identified stalking horse bidder, sale pursuant to the Consolidated Sale Motion or by other means, in either case on terms and conditions satisfactory to the Administrative Agent).

"***Seton Medical Center***": the hospital commonly known as Seton Medical Center, located at 1900 Sullivan Avenue, Daly City, California 94015.

"***Seton Medical Center Coastside***": the hospital commonly known as Seton Medical Center Coastside, located at 600 Marine Boulevard, Moss Beach, California 94038.

"***Specified Prepetition Secured Creditors***": (1) U.S. Bank as Note Trustee for 2015 and 2017 Working Capital Notes; (2) U.S. Bank as Master Trustee for 2005 Series Bonds; and (3) Verity MOB Financing, LLC and Verity MOB Financing II, LLC.

"***Saint Louise Hospital***": the hospital commonly known as Saint Louise Regional Hospital, located at 9400 No Name Uno, Gilroy, California 95020.

"Saint Louise/O'Connor Hospital Bid Procedures Motion": a motion for approval of bid procedures for an identified stalking horse bidder in an amount of at least $235,000,000 of cash consideration in connection with the sale (exclusive of accounts receivable and QAF Accounts) of the Saint Louise Hospital and the O'Connor Hospital and related assets pursuant to section 363(b) and (f) of the Bankruptcy Code on terms and conditions acceptable to the Administrative Agent.

"Subordinated Indebtedness": any Indebtedness of any Credit Party or any Subsidiary (a) that is subordinated to the Obligations in a manner satisfactory to Administrative Agent, and contains terms, including payment terms, satisfactory to Administrative Agent or (b) subordinated to the Obligations pursuant to the Financing Orders. All Subordinated Indebtedness as of the Closing Date is identified and described under the heading "Subordinated Indebtedness" on Schedule 2 hereto.

"Subordinated Indebtedness Documents": the Subordination Agreements and all other documents and instruments relating to the Subordinated Indebtedness and all amendments and modifications thereof permitted hereby. Permitted Intercompany Loans shall constitute Subordinated Indebtedness; provided that Permitted Intercompany Loans shall not be required to be subject to a Subordination Agreement unless requested by Administrative Agent.

"Subordination Agreements": All subordination agreements, intercreditor agreements, consents and similar agreements among any Credit Party, Administrative Agent and any holder of Indebtedness, whether entered into on or prior to the date hereof or from time to time hereafter, in each case together with all modifications, amendments and restatements of any of the foregoing.

"Subsidiary": of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of a Borrower.

"Swap Agreement": a swap agreement (as defined in 11 U.S.C. § 101, as in effect from time to time), if any, between any Borrower or any other Credit Party and Administrative Agent, any Lender or any Lender Affiliate.

"Swap Obligations": with respect to any Borrower or any other Credit Party, any obligation to pay or perform under any Swap Agreement.

"Swingline Advance": each Revolving Loan converted by Administrative Agent into an advance under the Swingline Loan pursuant to Section 2.1(c).

"Swingline Lender": Ally Bank, or if Ally Bank shall resign as Swingline Lender, another Lender selected by Administrative Agent and reasonably acceptable to Borrower Representative.

"Swingline Loan": the outstanding balance of all Swingline Advances and any amounts added to the principal balance of the Swingline Loan pursuant to this Agreement.

"Swingline Note": any promissory note, if requested by Swingline Lender pursuant to Section 2.11, made by each Borrower in favor of Swingline Lender evidencing the Swingline Loan of Swingline Lender.

"***Taxes***": all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"***Test Period***": (i) with respect to the first three Test Periods, the period beginning on August 31, 2018 and ending on the then most recent Saturday and (ii) thereafter, the consecutive four (4) week period ending on the then most recent Saturday (taken as one accounting period).

"***Third-Party Payor***": (i) any commercial medical insurance company having its principal office in the United States and licensed as an insurer in the state in which the Healthcare Services giving rise to any Account were rendered, (ii) a Blue Cross/Blue Shield Plan, (iii) any Government Account Debtor making payments under a Government Reimbursement Program, and (iv) any HMO, PPO, managed care plan or other institutional Person or entity having its principal office in the United States that reimburses providers for Healthcare Services.

"***TRICARE***": the program administered pursuant to 10 U.S.C. Section 1071 *et seq.*, Sections 1320a-7 and 1320a-7a of Title 42 of the United States Code and the regulations promulgated pursuant to such statutes.

"***UCC***": the Uniform Commercial Code as in effect in the state of New York or of any other state the laws of which are required to be applied in connection with the perfection of security interests in any Collateral.

"***U.S. Person***": any Person that is a "United States person" as defined in Section 7701(a)(30) of the Code.

"***VHS***": Verity Health System of California, Inc., a California nonprofit corporation.

"***Welfare Plan***": an employee welfare benefit plan, as defined in Section 3(1) of ERISA.

"***Write-Down and Conversion Powers***": with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

1.2 **Other Interpretive Provisions.** With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" and the word "shall" will be construed to have the same meaning and effect. Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document and any Loan Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, extended, renewed, supplemented or otherwise modified in writing from time to time (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words "herein," "hereof," "hereto" and "hereunder," and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv)

all references in a Loan Document to Articles, clauses, Sections, Exhibits and Schedules shall be construed to refer to Articles, clauses and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such Law and any reference to any Law or regulation shall, unless otherwise specified, refer to such Law or regulation as amended, modified or supplemented from time to time, and (vi) unless otherwise specified, the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. As used hereunder or in the other Loan Documents, the phrase "to Borrowers' knowledge" or "to the best of Borrowers' knowledge" or similar phrases, means each Borrower's and each other Credit Party's knowledge after due and diligent inquiry.

(b) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

1.3 Accounting Terms.

(a) **Generally.** All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, except as otherwise specifically prescribed herein.

(b) **Changes in GAAP.** If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and Borrowers or Administrative Agent shall so request, Administrative Agent and Borrowers shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of Administrative Agent); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) Borrowers shall provide to Administrative Agent and Lenders financial statements and other documents required hereunder or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

1.4 Rounding. Any financial ratios required to be maintained by Borrowers pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.5 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to United States Eastern time (daylight or standard, as applicable).

ARTICLE 2 GENERAL REVOLVING LOAN TERMS

2.1 The Revolving Loans and Swingline Loans.

(a) **Revolving Facility.** Subject to the terms and conditions set forth herein and in the Financing Orders, the Lenders hereby establish for the benefit of Borrowers a revolving credit facility (the "***Revolving Facility***") pursuant to which each Lender agrees to make its Pro Rata Share of loans (each such loan, a "***Revolving Loan***") to Borrowers from time to time, on any Business Day during the Availability Period, in an aggregate principal amount at any one time outstanding not to exceed such Lender's Revolving Commitment. The Outstanding Amount shall not exceed at any time the lesser of (i) the Revolving Commitment and (ii) the Borrowing Base (such lesser amount at any time, the "***Availability***"). Subject to the terms and conditions hereof, Borrowers may borrow, repay and reborrow Revolving Loans hereunder until the Revolving Loan Termination Date. The calculation of the Borrowing Base as of any time shall originally be made by Borrowers and certified by an Authorized Officer of Borrower Representative pursuant to the delivery of a Borrowing Base Certificate under Section 8.3 hereof; provided, however, that Administrative Agent shall have the right to review and adjust any such calculation, in its reasonable credit judgment, to the extent that the calculation was not made in accordance with this Agreement.

(b) **Reduction of Eligible Accounts and Establishment of Reserves; Eligible QAF Accounts.** Administrative Agent shall also have the right, in its reasonable credit judgment, and at any time and for any reason, to (i) reduce the dollar amount of Eligible Accounts by the amount of discounts, credits, allowances and returns of any kind then outstanding, issued, granted, owing, accrued or liable to be accrued; (ii) establish and fund reserves against the Borrowing Base and/or charge the same against the Revolving Facility as Revolving Loans at such time as it deems appropriate (including without limitation for any liabilities consisting of Approved Cash Management Obligations) and (iii) with respect to any Eligible QAF Accounts, the Administrative Agent in its reasonable credit judgment may adjust the advance rates, the reserves and eligibility periods.

(c) **Swingline Loans.**

(i) Administrative Agent may convert any request by a Borrower for a Revolving Loan into a request for an advance under the Swingline Loan. The Swingline Loan shall not exceed in the aggregate at any time outstanding the Maximum Swingline Loan Amount. In the event that on any Business Day Swingline Lender desires that all or any portion of the Swingline Loan should be reduced in whole or in part, Swingline Lender shall promptly notify Administrative Agent to that effect and indicate the portion of the Swingline Loan to be reduced. Swingline Lender hereby agrees that it shall notify Administrative Agent to reduce the Swingline Loan to $0 at least once every week. Administrative Agent agrees to transmit to Revolving Lenders the information contained in each notice received by Administrative Agent from Swingline Lender and shall concurrently notify Revolving Lenders of each Revolving Lender's Pro Rata Share of the obligation to make a Revolving Loan to repay the Swingline Loan (or portion thereof).

(ii) Each of the Revolving Lenders hereby unconditionally and irrevocably agrees to fund to Administrative Agent for the benefit of Swingline Lender, in lawful money of the United States and in same day funds, not later than 1:00 p.m. (New York City time) on the Business Day immediately following the Business Day of such Revolving Lender's receipt of such notice from Administrative Agent (provided that if any Revolving Lender shall receive such notice at or prior to 1:00 p.m. (New York City time) on a Business Day, such funding shall be made by such Revolving Lender on such Business Day), such Revolving Lender's Pro Rata Share

of a Revolving Loan (which Revolving Loan shall be deemed to be requested by Borrowers) in the principal amount of such portion of the Swingline Loan which is required to be paid to Swingline Lender under this Section 2.1(c) (regardless of whether the conditions precedent thereto set forth in Article 3 are then satisfied and whether or not Borrower Representative has provided a Loan Notice and whether or not any Default or Event of Default exists or all or any of the Loans have been accelerated, but subject to the other provisions of this Section 2.1(c)). The proceeds of any such Revolving Loan shall be immediately paid over to Administrative Agent for the benefit of Swingline Lender for application to the Swingline Loan.

(iii) In the event that an Event of Default shall occur and either (A) such Event of Default is of the type described in Section 9.1(e) hereof or (B) no further Revolving Loans are being made under this Agreement, so long as any such Event of Default is continuing, then, each of Revolving Lenders (other than Swingline Lender) shall be deemed to have irrevocably, unconditionally and immediately purchased a participation in the Swingline Loan from Swingline Lender in an amount equal to such Revolving Lender's Pro Rata Share of the Revolving Commitment multiplied by the total amount of the Swingline Loan outstanding. Each Revolving Lender shall effect such purchase by making available the amount of such Revolving Lender's participation in the Swingline Loan in U.S. Dollars in immediately available funds to Administrative Agent's Account for the benefit of Swingline Lender. In the event any Revolving Lender fails to make available to Swingline Lender when due the amount of such Revolving Lender's participation in the Swingline Loan, Swingline Lender shall be entitled to recover such amount on demand from such Revolving Lender together with interest at the Federal Funds Effective Rate. Each such purchase by a Revolving Lender shall be made without recourse to Swingline Lender, without representation or warranty of any kind, and shall be effected and evidenced pursuant to documents reasonably acceptable to Swingline Lender. The obligations of Revolving Lenders under this Section 2.1(c) shall be absolute, irrevocable and unconditional, shall be made under all circumstances and shall not be affected, reduced or impaired for any reason whatsoever.

(iv) The unpaid principal amount of all Swingline Loans shall bear interest, subject to the terms hereof, at a per annum rate equal to LIBOR Rate plus the Applicable LIBOR Margin.

2.2 [Reserved].

2.3 Funding of the Revolving Loans and Swingline Loans.

(a) Each Revolving Loan and Swingline Loan shall be made upon Borrower Representative's irrevocable notice to Administrative Agent, which may be given by telephone by an Authorized Officer of Borrower Representative (so long as such telephonic notice is confirmed by the delivery of a written Loan Notice in accordance with the terms and conditions set forth in the next sentence). Each notice by Borrower Representative pursuant to this Section 2.3 must be confirmed promptly by delivery to Administrative Agent of a written Loan Notice, appropriately completed and signed by an Authorized Officer of Borrower Representative. Such Loan Notice must be received by Administrative Agent (1) not later than 1:00 p.m. (New York City time) one (1) Business Day prior to the requested date of any Swingline Loan or (2) not later than 1:00 p.m. (New York City time) on the Business Day that is two (2) Business Days prior to the requested date of any Revolving Loan. Loan Notices received after 1:00 p.m. (New York City time) shall be deemed received on the next Business Day. Each Revolving Loan shall be in a principal amount of at least $250,000.00 and integral multiples of $50,000 in excess of such amount.

(b) Upon receipt of a Loan Notice, Administrative Agent will promptly notify each Lender of such Loan Notice and of the amount of such Lender's Pro Rata Share of the requested Revolving Loan. Each Lender shall promptly remit to Administrative Agent its Pro Rata Share of all funds disbursed on its behalf by Administrative Agent either before or after such disbursement as requested by Administrative Agent. If Administrative Agent requires funds from a Lender prior to disbursement to Borrowers, which Administrative Agent may so require in its sole and absolute discretion, Administrative Agent shall advise each such Lender by written notice in accordance with this Agreement of the amount of such Lender's Pro Rata Share of such requested disbursement no later than 5:00 p.m. (New York City time) on the Business Day prior to the funding date thereof, and each such Lender shall pay Administrative Agent its Pro Rata Share of such requested Revolving Loan, in same day funds, by wire transfer to Administrative Agent's account not later than 2:00 p.m. (New York City time) on the intended date of disbursement to Borrowers. If Administrative Agent shall have already disbursed funds to Borrowers, each Lender shall pay its Pro Rata Share thereof to Administrative Agent within one (1) Business Day of Administrative Agent's request therefor. If Administrative Agent shall have disbursed funds to Borrowers and any Lender fails to pay its Pro Rata Share thereof in accordance with this Agreement within one (1) Business Day of Administrative Agent's request therefor, Administrative Agent shall promptly notify Borrower Representative and Borrowers shall immediately repay such amount to Administrative Agent without premium or penalty. Nothing in any Loan Document shall be deemed to require Administrative Agent to advance funds on behalf of any Lender or to relieve any Lender from its obligation to fulfill its commitments under the Loan Documents (including those set forth in Section 12.12) or to prejudice any rights that Administrative Agent may have against any Lender as a result of any default by such Lender under the Loan Documents.

2.4 Deposit Accounts and Control Agreements.

(a) The Borrowers have established and shall maintain one or more Lockbox Accounts with Bank of America, N.A. (such depository institution, a "***Deposit Account Bank***"), subject to the provisions of this Agreement. Borrowers shall execute with the Deposit Account Bank a deposit account control agreement for each Lockbox Account in form and substance acceptable to Administrative Agent. Each Borrower shall ensure that all Collections of Accounts (including QAF Accounts) are paid directly into and deposited in the Lockbox Account of the applicable Borrower, and that all funds deposited into the Lockbox Account are immediately transferred into a depository account owned by a Borrower and subject to a deposit account control agreement in form and substance acceptable to Administrative Agent (the "***Concentration Account***") and that all funds deposited into the Concentration Account shall immediately be transferred to the Administrative Agent's Account for application to the Obligations in accordance with the terms and conditions of this Agreement. In addition, each Borrower shall ensure that the net proceeds from any Asset Disposition and any proceeds of insurance or condemnation awards paid are paid directly into the Escrow Deposit Account.

(b) The Borrowers may establish subaccounts of the Escrow Deposit Account as appropriate to hold funds on account of separate prepetition collateral pools, as may be direct by the Bankruptcy Court; provided that such subaccounts shall be subject to the requirements of Section 5.18.

(c) If any Borrower receives any Collections that should have been sent to a Lockbox Account, such Borrower shall promptly upon receipt (and in any event within one (1) Business Day of receipt) forward such Collections directly to the applicable Lockbox Account or the Concentration Account, as applicable, in the form received, and promptly notify Administrative Agent of such event. Until so forwarded, such Collections shall be held in trust for the benefit of Administrative Agent and Lenders.

(d) No Credit Party shall withdraw any amounts from any Lockbox Account, nor shall any Credit Party change the procedures or sweep instructions under any agreement governing a Lockbox Account. Each Credit Party shall cooperate with Administrative Agent in the identification and reconciliation on a daily basis of all amounts received in or required to be deposited into a Lockbox Account.

(e) Notwithstanding anything in any account instruction agreement or deposit account agreement to the contrary, each Credit Party agrees that it shall be liable for any fees and charges in effect from time to time and charged by the Deposit Account Bank in connection with the deposit accounts, and that neither Administrative Agent nor any Lender shall have any liability therefor. Each Credit Party agrees that all payments made to the Administrative Agent's Account or otherwise received by Administrative Agent, whether in respect of the Accounts or as proceeds of other Collateral or otherwise, may be applied by Administrative Agent on account of the Obligations. Each Credit Party further acknowledges and agrees that, to the extent such fees and charges are not paid by such Credit Party directly but are satisfied using Collections in the Deposit Accounts, such fees and charges shall be deemed to be Revolving Loans made by Lenders hereunder and, to the extent that the payment of such fees or charges by such Credit Party as provided herein results in any overadvance under Section 2.5 of this Agreement, such Credit Party agrees to immediately (upon notice to Borrower Representative) repay to Administrative Agent (for the benefit of itself and the Lenders) the amount of such overadvance. Each Credit Party agrees to indemnify and hold Administrative Agent harmless from any and all liabilities, claims, losses and demands whatsoever, including the fees and disbursements of legal counsel for Administrative Agent, including the charges of internal legal counsel, arising from or relating to actions of Administrative Agent or the Deposit Account Bank pursuant to this Section 2.4 or any deposit account agreement.

(f) Each Credit Party agrees that all payments made to the Administrative Agent's Account or otherwise received by Administrative Agent, whether in respect of the Accounts or as proceeds of other Collateral or otherwise, will be applied on account of the Obligations in accordance with the terms of this Agreement, but, for purposes of calculating interest and fees hereunder, shall be subject to a two (2) Business Day clearance period.

(g) Each Credit Party acknowledges and agrees that compliance with the provisions of this Section 2.4 is a material term of this Agreement and that, in addition to and notwithstanding any other rights Administrative Agent and the Lenders may have hereunder, under any other Loan Document, under Applicable Law or at equity, upon each and every failure by any Credit Party to comply with any of such provisions Administrative Agent shall be entitled to assess a non-compliance fee which shall operate to increase the rate of interest otherwise in effect hereunder with respect to the Loans by two percent (2.0%) per annum during any period of non-compliance, whether or not a Default or an Event of Default occurs or is declared, provided that nothing shall prevent Administrative Agent from considering any failure to comply with the provisions of this Section 2.4 to be a Default or an Event of Default.

(h) Each Borrower and each other Credit Party shall maintain at all times a valid and enforceable deposit account control agreement with respect to each deposit account of any such Borrower and any such other Credit Party (other than any deposit account dedicated exclusively to payroll purposes or donor restricted funds), in form and substance satisfactory to Administrative Agent in its reasonable discretion. Borrowers shall not maintain a greater balance in their payroll accounts than is necessary to support Borrowers' current payroll and payroll for one additional payroll cycle (bi-monthly or weekly as applicable). No Borrower shall (i) permit any donor restricted funds to be deposited or held in a Lockbox Account, the Concentration Account or any operating account that holds funds other than donor restricted funds or (ii) otherwise allow such funds to be commingled with any other funds of the Borrowers.

2.5 Borrowing Base Exceeded. If for any reason the Outstanding Amount at any time exceeds Availability, Borrowers shall immediately prepay outstanding Loans in an aggregate amount equal to such excess.

2.6 Repayment of the Loans. Notwithstanding the provisions of Section 362 of the Bankruptcy Code, and without further application to or order of the Bankruptcy Court, all of the Obligations shall be immediately due and payable upon the Revolving Loan Termination Date. Borrowers hereby unconditionally promise to pay to the Administrative Agent, on behalf of the Lenders, on the Revolving Loan Termination Date, the aggregate outstanding principal amount of the Loans as of such date together with interest (with interest being determined in accordance with the provisions of Section 2.7(a)) and all other Obligations outstanding and unpaid hereunder.

2.7 Interest.

(a) The unpaid principal amount of all Loans under the Revolving Facility shall bear interest, subject to the terms hereof, at a per annum rate equal to the LIBOR Rate plus the Applicable LIBOR Margin.

(b) Interest shall be payable monthly, in arrears, on each Payment Date, on the Revolving Loan Termination Date and as otherwise provided in this Agreement.

2.8 Additional Interest Provisions.

(a) All computations of interest for the Loans shall be made on the basis of a year of 360 days and calculated for actual days elapsed.

(b) Notwithstanding the provisions of Section 362 of the Bankruptcy Code, after the occurrence and during the continuance of an Event of Default hereunder, Administrative Agent may, in its sole discretion, or upon the request of the Required Lenders shall, increase the per annum effective rate of interest applicable to the Loans to the Default Rate. All such increases may be applied retroactively to the date of the occurrence of the Event of Default. Each Borrower agrees that the Default Rate payable to Lenders is a reasonable estimate of Lenders' damages and is not a penalty.

(c) All contractual rates of interest chargeable on outstanding principal under the Revolving Loans shall continue to accrue and be paid even after Default, an Event of Default, maturity, acceleration, judgment, Insolvency Proceedings or the happening of any other event or occurrence similar or dissimilar to the foregoing.

2.9 Fees and Charges.

(a) Contemporaneously with Borrowers' execution of this Agreement, Borrowers shall pay Administrative Agent, for the benefit of all Lenders committed to make Revolving Loans on the Closing Date, in accordance with their respective Pro Rata Share, a fee in an amount equal to (i) the Revolving Commitment, *multiplied by* (ii) one and one quarter percent (1.25%). All fees payable pursuant to this clause (f) shall be non-refundable as of the Closing Date.

(b) [Reserved].

(c) On each Payment Date, on the Revolving Loan Termination Date and as otherwise provided in this Agreement, Borrowers shall pay to Administrative Agent, for the benefit of Lenders in accordance with their Pro Rata Shares, an unused fee in an amount equal to 0.75% per annum

of the difference derived by subtracting (i) the average daily Outstanding Amount during the preceding month, from (ii) the Revolving Commitment.

(d) All fees hereunder shall be computed on the basis of a year of 360 days and calculated for the actual number of days elapsed in each calculation period. All fees hereunder shall be non-refundable and deemed fully earned when due and payable.

2.10 Use of Proceeds.

(a) The extensions of credit under and proceeds of the Revolving Loans pursuant to the Revolving Facility shall be made available subject to the terms and conditions herein (including but not limited to the absence of an Event of Default) and used in accordance with the Budget exclusively for (i) payment of all fees and expenses due to Administrative Agent and Lenders pursuant to this Agreement, (ii) financing ongoing debtor in possession working capital needs, maintenance and preservation of Borrowers' assets, general corporate purposes relating to postpetition operations and related costs, fees and expenses of the Bankruptcy Cases, (iii) payment of the administration expenses of the Bankruptcy Cases as approved by the Bankruptcy Court, (iv) to make adequate protection payments (absent the existence of a Default or Event of Default) to the Specified Prepetition Secured Creditors and (v) to pay Daly City, California special tax assessments, for the benefit of the PACE Bond Trustee.

(b) Notwithstanding anything to the contrary set forth herein or in any other Loan Document, no portion of the Revolving Loans, the Collateral, the Carve-Out funds or cash collateral of Administrative Agent or Lenders may be used to fund any activities: (i) preventing, hindering, or delaying any of Administrative Agent's or the Lenders' enforcement or realization upon any of the Collateral; (ii) using or seeking to use Administrative Agent's or any Lenders' cash collateral or selling or otherwise disposing of any of the Collateral (other than Permitted Asset Dispositions) without the consent of the Administrative Agent and the Required Lenders; (iii) using or seeking to use any insurance proceeds constituting Collateral without the consent of the Administrative Agent and the Required Lenders; (iv) except as permitted under Section 6.3, incurring Indebtedness without the prior written consent of Administrative Agent and the Required Lenders; (v) objecting or challenging in any way any claims, Liens, Collateral (including cash collateral) held by or on behalf of any of Administrative Agent or the Lenders; (vi) asserting any claims or causes of action including, without limitation, any action under Chapter 5 of the Bankruptcy Code, against any of Administrative Agent, the Lenders, or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees; (vii) prosecuting an objection to, or contesting in any manner, or raising defenses to, the validity, extent, amount, perfection, priority, or enforceability of any of the Obligations, the Liens of Administrative Agent securing the Obligations or any other rights or interests of any of Administrative Agent or the Lenders; or (viii) taking any action which (A) has or could have the effect of adversely modifying or compromising the rights and remedies of Administrative Agent or the Lenders, or (B) is contrary, in a manner adverse to Administrative Agent or the Lenders, to any term or condition set forth in any of the Financing Orders or the other Loan Documents.

2.11 Evidence of Indebtedness. The Loans made by any Lender shall be evidenced by one or more accounts or records maintained by such Lender and by the Administrative Agent in the ordinary course of business. The accounts or records maintained by the Administrative Agent and each Lender shall be prima facie evidence of the existence and amounts of the Loans and shall be conclusive absent manifest error with respect to the amount of the Loans and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrowers hereunder to pay any amount owing with respect to the Obligations. The Borrowers shall, upon the request of any Lender, execute and deliver to the Administrative Agent a Revolving Note or Swingline Note (as applicable) for such Lender, which Note shall evidence such Lender's applicable

Loans in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, amount and maturity of its Loans and payments with respect thereto.

2.12 Payments Generally. All payments to be made by Borrowers shall be made without condition or deduction for any counterclaim, defense, recoupment or set-off. Except as otherwise expressly provided herein, all payments by Borrowers hereunder shall be made in Dollars immediately available to Administrative Agent, on behalf of Lenders, by 11:00 a.m. (New York City time), on the date such payment is due, to Administrative Agent by deposit to the Administrative Agent's Account or to such other deposit account as Administrative Agent may designate by written notice to Borrower Representative. All payments received by Administrative Agent after 11:00 a.m. (New York City time) shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by Borrowers shall become due on a day other than a Business Day, payment shall be made on the next following Business Day. Each Borrower hereby grants to Administrative Agent the right, in Administrative Agent's discretion, without notice to any Borrower, to make Loans to make payments on the Obligations, including any and all interest, fees and Expenses, as and when due hereunder. Each Borrower acknowledges that such Borrower's failure to maintain sufficient funds in any deposit account for payment of any of the Obligations, or Administrative Agent's failure to make a Loan or withdrawal from any deposit account shall not relieve Borrowers of any payment obligation hereunder or any other Loan Document.

2.13 Protective Advances. (a) Borrowers and Lenders authorize Administrative Agent, in its sole discretion, at any time that a Default or Event of Default exists or any conditions in Article 3 are not satisfied, and without regard to the Revolving Commitment or the Borrowing Base, to make Revolving Loans (***"Protective Advances"***) (a) in such amounts as Administrative Agent deems necessary or desirable to preserve or protect any Collateral, or to enhance the collectability or repayment of Obligations, or (b) to pay any other amounts chargeable to Borrowers under any Loan Documents, including fees, Expenses, taxes, assessments, insurance, repairs, maintenance, storage and other charges and expenditures upon, against or otherwise relating to the Collateral; provided, however, that the aggregate amount of Protective Advances outstanding at any time shall not exceed ten percent (10%) of the Revolving Commitment without the consent of the Required Lenders. All Protective Advances constitute Obligations, are secured by the Collateral, and shall be treated for all purposes as Revolving Loans.

(b) Upon Administrative Agent's making of any Protective Advances under this Section 2.13, each of the Lenders shall be deemed to have irrevocably, unconditionally and immediately purchased from Administrative Agent a participation in such Protective Advances in an amount equal to such Lender's Pro Rata Share of the Revolving Commitment multiplied by the total amount of such Protective Advances outstanding under this Section 2.13. Each Lender shall effect such purchase by making available the amount of such Lender's participation in such Protective Advances in U.S. Dollars in immediately available funds to Administrative Agent's Account. In the event any Lender fails to make available to Administrative Agent when due the amount of such Lender's participation in such Protective Advances, Administrative Agent shall be entitled to recover such amount on demand from such Lender together with interest at the Federal Funds Effective Rate. Each such purchase by a Lender shall be made without recourse to Administrative Agent, without representation or warranty of any kind, and shall be effected and evidenced pursuant to documents reasonably acceptable to Administrative Agent. The obligations of the Lenders under this Section 2.13(b) shall be absolute, irrevocable and unconditional, shall be made under all circumstances and shall not be affected, reduced or impaired for any reason whatsoever.

2.14 Taxes.

(a) Defined Terms. For purposes of this Section 2.14, the term "Applicable Law" includes FATCA.

(b) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Credit Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by Applicable Law. If any Applicable Law (as determined in the good faith discretion of the Administrative Agent) requires the deduction or withholding of any Tax from any such payment by the Administrative Agent or a Credit Party, then the Administrative Agent or such Credit Party shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with Applicable Law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Credit Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(c) Payment of Other Taxes by the Credit Parties. The Credit Parties shall timely pay to the relevant Governmental Authority in accordance with Applicable Law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(d) Indemnification by the Borrower. The Credit Parties shall jointly and severally indemnify each Recipient, within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Credit Parties by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within ten (10) days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Credit Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Credit Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Article 10 relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this Section 2.14(e).

(f) Evidence of Payments. As soon as practicable after any payment of Taxes by any Credit Party to a Governmental Authority pursuant to this Section 2.14, such Credit Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(g) Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrowers and the Administrative Agent, at the time or times reasonably requested by the Borrowers or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrowers or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrowers or the Administrative Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by the Borrowers or the Administrative Agent as will enable the Borrowers or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in clauses (ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, if any Borrower is a U.S. Person,

A. any Lender that is a U.S. Person shall deliver to the Borrowers and the Administrative Agent on or prior to the date on which such Lender becomes a Lender hereunder (and from time to time thereafter upon the reasonable request of the Borrowers or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

B. any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrowers and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender hereunder (and from time to time thereafter upon the reasonable request of the Borrowers or the Administrative Agent), whichever of the following is applicable:

1. in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

2. executed copies of IRS Form W-8ECI;

3. in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in form reasonably acceptable to Administrative Agent to the effect that such Foreign Lender is not a "bank" within the meaning of Section

881(c)(3)(A) of the Code, a "10 percent shareholder" of any Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "***U.S. Tax Compliance Certificate***") and (y) executed copies of IRS Form W-8BEN; or

4. to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, a U.S. Tax Compliance Certificate substantially in the form reasonably acceptable to Administrative Agent, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form reasonably acceptable to Administrative Agent on behalf of each such direct and indirect partner;

C. any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrowers and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender hereunder (and from time to time thereafter upon the reasonable request of the Borrowers or the Administrative Agent), executed copies of any other form prescribed by Applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by Applicable Law to permit the Borrowers or the Administrative Agent to determine the withholding or deduction required to be made; and

D. if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrowers and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrowers or the Administrative Agent such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrowers or the Administrative Agent as may be necessary for the Borrowers and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrowers and the Administrative Agent in writing of its legal inability to do so.

(h) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.14 (including by the payment of additional amounts pursuant to this Section 2.14), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than

any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this Section 2.14(h) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) if such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Section 2.14(h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this Section 2.14(h) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This Section 2.14(h) shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(i) Survival. Each party's obligations under this Section 2.14 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Revolving Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

2.15 Increased Costs.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, converting to, continuing or maintaining any Loan or of maintaining its obligation to make any such Loan, or to reduce the amount of any sum received or receivable by such Lender or other Recipient hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or other Recipient, the Borrowers will pay to such Lender or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender or other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any lending office of such Lender or such Lender's holding company, if any, regarding capital or liquidity requirements, has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Revolving Commitments of such Lender or the Loans made by, or participations in Swingline Loans held by, such Lender to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from

time to time the Borrowers will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in Sections 2.15(a) or (b) and delivered to the Borrowers, shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrowers shall not be required to compensate a Lender pursuant to this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender notifies the Borrowers of the Change in Law giving rise to such increased costs or reductions, and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

(e) In the event that any change in market conditions or any Change in Law shall at any time after the date hereof, in the reasonable opinion of any Lender, make it unlawful or impractical for such Lender to determine or charge interest rates at the LIBOR Rate, such Lender shall give notice of such changed circumstances to Administrative Agent and Borrowers and Administrative Agent promptly shall transmit the notice to each other Lender and while such circumstances continue, the Revolving Loans held by such Lender shall be converted from accruing interest a per annum rate equal to the LIBOR Rate plus the LIBOR Rate Margin to accruing interest at a per annum rate equal to the Base Rate plus such applicable margin as will result in the same effective rate of interest applicable immediately prior to such conversion.

(f) After the occurrence and during the continuance of an Event of Default hereunder, each Lender may, in its sole discretion, provide Administrative Agent and Borrowers notice of its election to charge interest rates at the Base Rate, and Administrative Agent promptly shall transmit the notice to each other Lender and during the continuance of such Event of Default, the Revolving Loans held by such Lender shall be converted from accruing interest a per annum rate equal to the LIBOR Rate plus the LIBOR Rate Margin to accruing interest at a per annum rate equal to the Base Rate plus such applicable margin as will result in the same effective rate of interest applicable immediately prior to such conversion.

2.16 Effective Date and Termination. This Agreement shall become effective on the Closing Date and shall continue in full force and effect until the Revolving Loan Termination Date unless sooner terminated as herein provided. Borrowers may terminate this Agreement prior to the Revolving Loan Termination Date with at least thirty (30) Business Days' prior written notice thereof to Administrative Agent, upon (a) the payment in full of all outstanding Loans, together with accrued and unpaid interest thereon, and (b) the payment in full of all fees, Expenses and other Obligations together with accrued and unpaid interest thereon.

2.17 Effect of Termination. The termination of this Agreement shall not affect any Credit Party's, the Administrative Agent's, any Lender's or any Lender Affiliate's rights, or any of the Obligations having their inception prior to the effective date of such termination, and the provisions hereof shall continue to be fully operative until all transactions entered into, rights or interests created or Obligations have been fully disposed of, concluded or liquidated. The security interests, Liens and rights granted to the Administrative Agent and Lenders hereunder and under the other Loan Documents shall

continue in full force and effect, notwithstanding the termination of this Agreement or the fact that the Revolving Facility may from time to time be temporarily in a zero position, until all of the Obligations of each Credit Party have been paid in full after the termination of this Agreement. Accordingly, each Credit Party waives any rights which it may have under the UCC to demand the filing of termination statements with respect to the Collateral, and the Administrative Agent shall not be required to send such termination statements to each Credit Party, or to file them with any filing office, unless and until this Agreement shall have been terminated in accordance with its terms and all Obligations shall have been paid in full in immediately available funds.

ARTICLE 3 CONDITIONS PRECEDENT TO LOANS

3.1 Conditions of Initial Revolving Loan. The obligation of Lenders to make the initial Revolving Loan hereunder on the Closing Date (the "***Closing***") is subject to satisfaction of each of the following conditions precedent:

(a) Administrative Agent shall have received all of the following deliverables, each in form and substance satisfactory to Administrative Agent:

(i) the Interim Order shall (A) have been entered without opposition by any Specified Prepetition Secured Creditor, the PACE Bond Trustee, NantWorks, LLC or any other Person identified by Administrative Agent, (B) shall have been entered not later than three (3) days following the Petition Date and (C) be in effect and shall not have been reversed, modified, amended or stayed, and no motion seeking a reversal, modification, amendment or stay shall have been filed by any Person;

(ii) Administrative Agent shall have received the Initial Cash Flow Forecast, which shall be dated no more than seven (7) days prior to the Interim Hearing, and the Initial Budget, in each case in form and substance satisfactory to the Administrative Agent;

(iii) executed counterparts of this Agreement and the other Loan Documents required by Administrative Agent to be executed on the Closing Date;

(iv) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Authorized Officers of each Credit Party as Administrative Agent may require;

(v) such Organization Documents and certifications as Administrative Agent may require to evidence that each Credit Party is duly organized or formed, and that each Credit Party is validly existing, in good standing and qualified to engage in business in each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification;

(vi) a certificate signed by an Authorized Officer of each Credit Party either (A) certifying that all consents, licenses and approvals required in connection with the execution, delivery and performance by the Credit Parties and the validity against the Credit Parties of the Loan Documents are in full force and effect and have been delivered to Administrative Agent, or (B) stating that no such consents, licenses or approvals are so required;

(vii) a certificate signed by an Authorized Officer of Borrowers certifying: (A) that the conditions specified in Section 3.1 have been satisfied, (B) that there has been no event or circumstance since the public disclosures on August 14, 2018 for the period ending June

30, 2018 that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect, and (C) that no event or circumstance has occurred or exists that constitutes a Default or an Event of Default;

(viii) correct and complete certified copies of (i) each Lease Agreement, (ii) each Material Contract, (iii) the hospital licenses and permits of each Borrower, and (iv) all "first day orders" entered at the time of commencement of the Bankruptcy Cases, in each case together with all applicable amendments thereto, all of which shall be acceptable to Administrative Agent in its sole and absolute discretion; and

(ix) evidence that all Required Insurance has been obtained and is in effect;

(b) Administrative Agent, for the benefit of itself and the Lenders, as applicable, shall have received payment in full of all fees required to be paid under Section 2.9 on or before the Closing Date;

(c) Administrative Agent shall have valid and perfected super-priority Liens on the Collateral pursuant to the Financing Orders, and no further action by any entity shall be required to perfect such Liens; *provided* that Administrative Agent may, in its sole and absolute discretion, file UCC financing statements, require delivery of certificated equity interests required to be pledged, and require execution and delivery of intellectual property security agreements, in each case in suitable form for filing;

(d) Administrative Agent shall have received a completed Borrowing Base Certificate and a pro forma Compliance Certificate;

(e) Administrative Agent shall have received such financial statements, reports, certifications, and other operational information required to be delivered hereunder or otherwise required by Administrative Agent, which shall include financial statements of the type required to be delivered under (i) Section 8.4(d) for the three (3) Fiscal Years preceding the Closing Date and (ii) Section 8.4(b) for the calendar month and year-to-date period most recently ended at least thirty (30) days prior to the Closing Date;

(f) each Borrower shall have established the Lockbox Accounts with the Deposit Account Bank and the Concentration Account at JPMorgan Chase Bank, N.A. and shall have entered into all deposit account control agreements required by Section 5.14, and Administrative Agent shall otherwise be satisfied with the cash dominion arrangements effective with respect to the Collateral;

(g) the payment of all reasonable and documented out-of-pocket fees, costs and expenses associated with the transactions contemplated by this Agreement, the Interim Order and the other Loan Documents incurred by the Administrative Agent or the Lenders;

(h) each Borrower and each other Credit Party shall have executed and filed IRS Form 8821 with the appropriate office of the Internal Revenue Service;

(i) at least three (3) days prior to the Closing Date, each Credit Party shall have provided all documentation and other information that the Administrative Agent or such Lender requests at least five (5) Business Days prior to the Closing Date in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act;

(j) Administrative Agent shall have received and be satisfied with background checks on certain owners and senior management of the Borrowers;

(k) Administrative Agent shall be satisfied with the results of its review of a quality of earnings report, a field examination, site visits, and due diligence with respect to the Credit Parties, including healthcare and regulatory due diligence;

(l) the Closing Date shall have occurred on or prior to two (2) business days after the entry of the Interim Order; and

(m) Administrative Agent shall have received such other assurances, certificates, documents, consents or opinions as Administrative Agent or any Lender reasonably may require.

3.2 Conditions to all Loans. The obligation of the Lenders to make any Revolving Loan is subject to satisfaction of each of the following conditions precedent:

(a) The representations and warranties of each Borrower and each other Credit Party contained in Article 4 or any other Loan Document (excluding the representation that there exists no Default (but only to the extent such Default has not become an Event of Default)), shall be true and correct in all material respects (provided that any representation or warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language shall be true and correct in all respects) on and as of the date of such Revolving Loan, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (provided that any representation or warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language shall be true and correct in all respects) as of such earlier date, and except that for purposes of this Section 3.2, the representations and warranties contained in Section 4.9 shall be deemed to refer to the most recent Borrowing Base Certificate and financial statements furnished pursuant to Sections 8.3 and 8.4;

(b) No Event of Default shall exist, or would result from such proposed Loan or from the application of the proceeds thereof;

(c) Administrative Agent shall have received, in form and substance satisfactory to it, such other assurances, certificates, documents or consents related to the foregoing as Administrative Agent reasonably may require; and

(d) Each Loan Notice submitted by Borrowers shall be deemed to be a representation and warranty that the conditions specified in this Section 3.2 have been satisfied on and as of the date of the applicable Loan.

3.3 Final Funding Conditions. The obligation of Lenders to make Revolving Loans in excess of the Interim Commitment Amount is subject to satisfaction of each of the following conditions precedent:

(a) the conditions set forth in Sections 3.1 and 3.2 shall be met on and as of such date;

(b) the Final Order shall (A) have been entered without opposition by any Specified Prepetition Secured Creditor, the PACE Bond Trustee, NantWorks, LLC or any other Person identified by Administrative Agent, (B) shall have been entered not later than thirty (30) days following the entry of the

Interim Order and (C) be in effect and shall not have been reversed, modified, amended or stayed, and no motion seeking a reversal, modification, amendment or stay shall have been filed by any Person;

(c) the final report with respect to the full scope of the field exam shall be completed in form and substance satisfactory to Administrative Agent; and

(d) Administrative Agent shall have received, in form and substance satisfactory to it, such other assurances, certificates, documents or consents related to the foregoing as Administrative Agent reasonably may require.

3.4 **Limited Waiver of Conditions Precedent.** If any Lender funds any Loan or grants any other accommodation, or if Swingline Lender funds any Swingline Loan, when any conditions precedent are not satisfied (regardless of whether the lack of satisfaction was known or unknown at the time), it shall not operate as a waiver of (a) the right of such Lender to insist upon satisfaction of all conditions precedent with respect to any subsequent funding, issuance, creation or grant; or (b) any Default or Event of Default due to such failure of conditions or otherwise.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

Each Borrower and each other Credit Party represents and warrants to Administrative Agent and Lenders that, as of the Closing Date and as of the date of the making of each Loan or other extension of credit hereunder:

4.1 **Organization.** Each Borrower and each other Credit Party has been duly organized and is validly existing and in good standing under the laws of the state of its formation, with requisite power and authority, and all rights, licenses, permits and authorizations, governmental or otherwise, necessary to own its properties and to transact its business. Each Borrower and each other Credit Party is duly qualified to do business and is in good standing in each jurisdiction where it is required to be so qualified in connection with its properties, business and operations.

4.2 **Authorization; Enforceability.** Each Borrower and each other Credit Party has taken all necessary action to authorize the execution, delivery and performance of the Loan Documents to which it is a party. The Loan Documents have been duly executed and delivered by each Borrower and each other Credit Party and constitute legal, valid and binding obligations of each Borrower and each other Credit Party enforceable against such Borrower and such other Credit Party in accordance with their respective terms, subject to applicable bankruptcy, insolvency and similar laws affecting rights of creditors generally, and general principles of equity. The Loan Documents are not subject to, and neither Borrower nor any other Credit Party has asserted, any right of rescission, set-off, counterclaim or defense, including the defense of usury. No exercise of any of the terms or conditions of the Loan Documents, or any right thereunder, will render any Loan Document unenforceable.

4.3 **No Conflicts.** The execution, delivery and performance of the Loan Documents by each Borrower and each other Credit Party and the transactions contemplated thereby will not (a) conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any Lien (other than pursuant to the Loan Documents) upon any of the properties and assets of any Borrower or any other Credit Party pursuant to the terms of, any agreement or instrument to which such Borrower or such other Credit Party is a party or by which its property is subject or (b) result in any violation of any Applicable Laws relating to any Borrower, any Credit Party or the property or assets of the foregoing. Other than the entry of the Financing Orders, any consent, approval, authorization, order, registration or qualification of or with any Governmental Authority required for the

execution, delivery and performance by each Borrower and each other Credit Party of the Loan Documents has been obtained and is in full force and effect.

4.4 Litigation. As of the Closing Date, there are no actions, suits or other proceedings at law or in equity by or before any Governmental Authority pending or threatened against or affecting any Borrower, any other Credit Party or any Healthcare Facility or otherwise relating to the operations of any Healthcare Facility, in which the amount of claimed damages, fines or other liabilities is in excess of $500,000, except as set forth on Schedule 4.4 hereto. There are no facts, circumstances or conditions that would reasonably be expected to form the basis for any material investigation, suit, claim, audit, action (legal or regulatory) or proceeding (legal or regulatory) by a Governmental Authority against or affecting any Credit Party relating to any Healthcare Law. There are no actions, suits or other proceedings at law or in equity by or before any Governmental Authority now pending or threatened against or affecting any Borrower, any other Credit Party or any Healthcare Facility (other than the Bankruptcy Cases), which could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.

4.5 Restrictive Agreement. No Borrower or Credit Party is a party to any Restrictive Agreement (other than a Restrictive Agreement entered into in connection with a purchase or lease of fixed or capital assets, including real property, that prohibits Liens on such fixed or capital assets).

4.6 Title. Each Borrower and each other Credit Party owns the property granted by it as Collateral under the Collateral Documents, free and clear of any and all Liens (other than Permitted Liens). Upon the entry of the Financing Orders, the Liens granted pursuant to the Collateral Documents will constitute valid and enforceable First Priority Liens on the Collateral in favor of Administrative Agent (for the benefit of itself and the Lenders).

4.7 [Reserved].

4.8 [Reserved].

4.9 Full and Accurate Disclosure. No statement of fact made by any Borrower or any other Credit Party in any Loan Documents contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein not misleading. There is no material fact presently known to any Borrower or any other Credit Party that has not been disclosed to Administrative Agent and Lenders which adversely affects, or, as far as any Borrower or any other Credit Party can foresee, might adversely affect, the Healthcare Facilities or the business, operations or condition (financial or otherwise) of any Borrower or any other Credit Party. All financial data, including the statements of cash flow and income and operating expense, that have been delivered to Administrative Agent and Lenders in respect of each Borrower, each other Credit Party and the Healthcare Facilities (i) are true, complete and correct in all material respects, (ii) accurately represent the financial condition of each Borrower, each other Credit Party and the Healthcare Facilities as of the date of such reports, and (iii) to the extent prepared by an independent certified public accounting firm, have been prepared in accordance with GAAP consistently applied throughout the periods covered, except as disclosed therein. No Credit Party has any contingent liabilities, liabilities for taxes, unusual forward or long-term commitments, unrealized or anticipated losses from any unfavorable commitments or any liabilities or obligations not expressly permitted by this Agreement. Since the financial statements delivered to Administrative Agent and the Lenders dated as of May 31, 2018, except for the filing of the Bankruptcy Cases and the Asset Sales, there has been no material adverse change in the financial condition, operations or business of any Borrower, any other Credit Party or the Healthcare Facilities from that set forth in such financial statements which has not been disclosed to the Administrative Agent in writing.

4.10 Tax Filings. To the extent required, each Borrower and each other Credit Party has filed or has filed on its behalf (or has obtained effective extensions for filing) all federal, state and local tax returns required to be filed and have paid or made adequate provision for the payment of all federal, state and local taxes, charges and assessments payable by each Borrower and each other Credit Party. The tax returns of each Borrower and each other Credit Party (if any) properly reflect the income and taxes of such Borrower and such other Credit Party for the periods covered thereby, subject only to reasonable adjustments required by the Internal Revenue Service or other applicable tax authority upon audit.

4.11 No Plan Assets. As of the Closing Date and at all times thereafter (i) no Credit Party is and will not be an "employee benefit plan," as defined in Section 3(3) of ERISA, (ii) none of the assets of any Credit Party constitutes or will constitute "plan assets" of one or more such plans within the meaning of 29 C.F.R. Section 2510.3-101, (iii) no Credit Party is nor will be a "governmental plan" within the meaning of Section 3(32) of ERISA, and (iv) transactions by or with Credit Parties are not and will not be subject to state statutes regulating investment of, and fiduciary obligations with respect to, governmental plans.

4.12 Compliance. Each Borrower and each other Credit Party is in compliance with the requirements of all Applicable Laws and all Governmental Authorizations applicable to it or to its properties, except in such instances in which (a) such requirement of Applicable Law or order, writ, injunction or decree is being reasonably contested in good faith by appropriate proceedings diligently conducted, or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

4.13 Federal Reserve Regulations; Investment Company Act. No part of the proceeds of the Loans will be used for the purpose of purchasing or acquiring any "margin stock" within the meaning of Regulation U of the Board of Governors of the Federal Reserve System or for any other purpose that would be inconsistent with such Regulation U or any other regulation of such Board of Governors, or for any purpose prohibited by Laws or any Loan Document. No Credit Party is (i) an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended; (ii) a "holding company" or a "subsidiary company" of a "holding company" or an "affiliate" of either a "holding company" or a "subsidiary company" within the meaning of the Public Utility Holding Company Act of 2005, as amended; or (iii) subject to any other Laws which purport to restrict or regulate its ability to borrow money.

4.14 Ownership of Borrowers and other Credit Parties. A list of the holders of the Equity Interests of each Borrower and each other Credit Party is set forth on Schedule 4.14 hereto, and no other Person has any rights and/or claim to any issued or unissued Equity Interest of any Borrower or any other Credit Party, except as set forth on Schedule 4.14.

4.15 Material Contracts. A list of all Material Contracts as of the Closing Date is set forth on Schedule 4.15. Borrowers have delivered to Administrative Agent true and correct copies of all Material Contracts. Each Material Contract is in full force and effect. Except as a result of the filing of the Bankruptcy Cases, there is no default, breach or violation existing thereunder, and no event has occurred (other than payments due but not yet delinquent) that, with the passage of time or the giving of notice, or both, would constitute a default, breach or violation thereunder, by either party thereto. None of the Material Contracts have been amended or modified except pursuant to a written agreement which has been delivered to Administrative Agent.

4.16 Compliance with Environmental Laws. Each Credit Party's past or present operations, real estate or other properties and assets, including the Healthcare Facilities, are not subject to any investigation of any Governmental Authority to determine whether any remedial action is needed to

address any environmental pollution, Hazardous Material or environmental clean-up. No Credit Party has received any Environmental Notice. No Credit Party has any contingent liability with respect to any Environmental Release, environmental pollution or Hazardous Materials on any real estate now or previously owned, leased or operated by it, including the Healthcare Facilities.

4.17 Employee Matters. There are no controversies pending or, to the knowledge of any Credit Party, threatened between any Credit Party and any of its employees, agents or independent contractors, other than employee grievances arising in the ordinary course of business which, in the aggregate, could not reasonably be expected to have a Material Adverse Effect, and each Credit Party is in compliance with all Applicable Laws respecting employment and employment terms, conditions and practices, except for such noncompliance which could not reasonably be expected to have a Material Adverse Effect.

4.18 Intellectual Property. Each Credit Party owns or has the legal right to use adequate Intellectual Property to conduct its business as heretofore conducted by it, except to the extent that any such failure could not reasonably be expected to have a Material Adverse Effect. No claim or litigation regarding any of the foregoing is pending or, to the best knowledge of any Credit Party, threatened, by any Licensor or other Person against any Credit Party, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

4.19 Healthcare Authorizations. Each Borrower and each other Credit Party (a) have, or have made timely application for all Healthcare Authorizations and other rights from, and have made all declarations and filings with, all applicable Governmental Authorities, all self-regulatory authorities and all courts and other tribunals necessary to engage in the ownership, management and operation of the Healthcare Facilities as presently conducted, and (b) have not received a Material Citation, nor have any knowledge that any Governmental Authority is considering limiting, suspending or revoking any Healthcare Authorization. All of such Healthcare Authorizations are valid and in full force and effect and Borrower and each other Credit Party are in material compliance with the terms and conditions of all such Healthcare Authorizations.

4.20 HIPAA Compliance. Each Borrower and other Credit Party and, with respect to the Healthcare Facilities, any Manager (a) is in compliance in all material respects with HIPAA, (b) has undertaken or will promptly undertake all necessary surveys, audits, inventories, reviews, analyses and/or assessments (including any necessary risk assessments) of all areas of its business and operations required by HIPAA and (c) has in a place a HIPAA compliance program and is in material compliance with its HIPAA compliance program. Neither the Borrower nor any other Credit Party has received any request to make available to the Secretary of the U.S. Department of Health and Human Services or any other Governmental Authority any of its internal practices, books and records relating to the use and disclosure of protected health information. There has not been any Breach of PHI as defined at 45 C.F.R. §164.402, or violations of any security policy regarding, or any unauthorized access of, any data or information used by the Borrower and the other Credit Parties.

4.21 Reimbursement; Third-Party Payors. Each Borrower and each other Credit Party has provided to Administrative Agent copies of all participation agreements with Third-Party Payors with respect to the business operations of each Borrower and each other Credit Party. The Healthcare Facilities and the Healthcare Services provided at such Healthcare Facilities are qualified for participation in the Government Reimbursement Programs, and each Borrower and each other Credit Party is entitled to reimbursement under the Government Reimbursement Programs for Healthcare Services rendered at such Healthcare Facilities to qualified beneficiaries, and each Borrower and each other Credit Party complies with the conditions of participation in all Government Reimbursement Programs and related contracts. Each Borrower and each other Credit Party is in compliance in all material respects with

contracts with Non-Government Payors and is entitled to reimbursement under such contracts. Without limitation, there is no condition not complied with that could reasonably be expected to jeopardize participation in any Government Reimbursement Program or related contracts or otherwise could reasonably be expected to have a Material Adverse Effect. Borrowers are in compliance, and will continue to comply, with all requirements for eligibility for supplemental payments under the QAF Program.

4.22 Compliance with Healthcare Laws.

(a) Each Borrower and each other Credit Party has timely filed or caused to be timely filed, all material cost reports and other reports of every kind whatsoever required by a Government Reimbursement Program, to have been filed or made with respect to the business operations of any such Borrower and any such Credit Party. There are no materials claims, actions or appeals filed, pending or threatened (and neither any Borrower nor any other Credit Party has filed any claims or reports which would result in any such material claims, actions or appeals) before any Governmental Authority pertaining to any such Borrower's or any such Credit Party's business operations including any intermediary or contractor, the Provider Reimbursement Review Board or the Administrator of CMS, with respect to any Medicare or Medicaid cost reports or claims filed by any such Borrower or any such other Credit Party, or any disallowance by any Governmental Authority in connection with any audit of such cost reports;

(b) No Borrower, Credit Party or Manager (i) has been served with or received any written search warrant, subpoena, civil investigative demand or contact letter from any Governmental Authority related to its business operations or any Healthcare Facility or (ii) is currently (nor has been) subject to: (1) any investigation, inspection or inquiry by any Governmental Authority related to any license or licensure standards applicable to any Borrower or any other Credit Party; (2) any civil or criminal investigations, inquiries or audits involving and/or related to any federal, state or private payor healthcare fraud and abuse provisions or contractual prohibitions of healthcare fraud and abuse; or (3) any federal, state or private payor inquiry, investigation, inspection or audit regarding any Borrower or any other Credit Party or their activities, including any federal, state or private payor inquiry or investigation of any Person having "ownership, financial or control interest" in any Borrower or any other Credit Party (as that term is defined in 42 C.F.R. §420.201 et seq.) involving and/or related to healthcare fraud and abuse, false claims under 31 U.S.C. §§3729-3731 or any similar contractual prohibition, or any qui tam action brought pursuant to 31 U.S.C. § 3729 et seq.;

(c) No Credit Party, nor any director, officer, shareholder, employee, agent or Person with a "direct or indirect ownership or control interest" (as that phrase is defined in 42 C.F.R. §420.201) in any Borrower or any other Credit Party or Manager: (1) has had a civil monetary penalty assessed against him or her pursuant to 42 U.S.C. §1320a-7a; (2) has been excluded from participation in a Federal Health Care Program (as that term is defined in 42 U.S.C. §1320a-7b); (3) has been convicted (as that term is defined in 42 C.F.R. §1001.2) of any of those offenses described in 42 U.S.C. §1320a-7b or 18 U.S.C. §§669, 1035, 1347, 1518, including any of the following categories of offenses: (A) criminal offenses relating to the delivery of an item or service under any Federal Health Care Program (as that term is defined in 42 U.S.C. §1320a-7b) or healthcare benefit program (as that term is defined in 18 U.S.C. §24b); (B) criminal offenses under federal or state law relating to patient neglect or abuse in connection with the delivery of a healthcare item or service; (C) criminal offenses under Applicable Laws relating to fraud and abuse, theft, embezzlement, false statements to third parties, money laundering, kickbacks, breach of fiduciary responsibility or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in a program operated by or financed in whole or in part by any Governmental Authority; (D) Applicable Laws relating to the interference with or obstruction of any investigations into any criminal offenses described in (1) through (3) above; or (E)

criminal offenses under Applicable Laws relating to the unlawful manufacturing, distribution, prescription or dispensing of a controlled substance; or (4) has been involved or named in a U.S. Attorney complaint made or any other action taken pursuant to the False Claims Act under 31 U.S.C. §§3729-3731 or qui tam action brought pursuant to 31 U.S.C. §3729 et seq.;

(d) Each Borrower and each other Credit Party is and shall continue to be in material compliance with all Applicable Laws relating to its relationships with physicians;

(e) All Persons providing Healthcare Services for or on behalf of any Borrower or any other Credit Party (either as an employee or independent contractor) are appropriately licensed in every jurisdiction in which they hold themselves out as professional health care providers;

(f) Except as previously disclosed in writing to the Administrative Agent, no Credit Party (i) has retained any overpayment received from, or failed to refund any overpayment due to, any Third-Party Payor in violation of any Healthcare Law or contract; or (ii) has received written notice of, or has knowledge of, any overpayment or refunds due to any Third-Party Payor;

(g) Each Borrower and each other Credit Party has developed and implemented a current and effective corporate and health care regulatory compliance program ("*CCP*") in accordance with applicable state and federal guidelines to ensure that all aspects of its operations, its employees and healthcare providers under contract comply with all applicable Healthcare Laws. As of the Closing Date, neither any Borrower nor any other Credit Party (i) is a party to a corporate integrity agreement or (ii) has any reporting or other obligations pursuant to a settlement agreement, plan of correction, or other remedial measure entered into with a Governmental Authority;

(h) Each Credit Party has obtained all necessary accreditations to operate its business as now conducted, and currently is in material compliance with all statutory and regulatory requirements applicable to it;

(i) Each Credit Party and their employees and contractors, in the exercise of their duties on behalf of any Credit Party, is and shall continue to be in compliance in all material respects with all Healthcare Laws, and any Laws applicable to the collections on Accounts, any contracts relating thereto or any other Collateral, or otherwise applicable to its business and properties, a violation of which could materially affect its ability to collect on the Accounts, or, in the case of the Credit Parties, repay the Obligations; and

(j) No Healthcare Authorizations of any Credit Party necessary to conduct its business are currently or are likely to be suspended, revoked, limited or denied renewal at any time, which suspension, revocation, limitation or denial could reasonably be expected to have a Material Adverse Effect.

4.23 Licensed Beds. As of the Closing Date, the number of licensed beds authorized for use in each Healthcare Facility is set forth on Schedule 4.23 hereto.

4.24 No Defaults. No event or circumstance has occurred or exists that constitutes a Default or Event of Default.

4.25 Patriot Act and OFAC Compliance. Neither any Borrower nor any other Credit Party nor any officer, director, shareholder or partner in any Borrower or member of such partner nor any owner of a direct or indirect interest in any Borrower (a) is listed on any Government Lists, (b) is a person who has been determined by competent authority to be subject to the prohibitions contained in

Presidential Executive Order No. 13224 (Sept. 23, 2001) or any other similar prohibitions contained in the rules and regulations of OFAC or in any enabling legislation or other Presidential Executive Orders in respect thereof, (c) has been previously indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any Patriot Act Offense, (d) is currently under investigation by any Governmental Authority for alleged criminal activity or (e) is currently the subject or target of any Sanctions or located, organized or resident in any country or territory targeted by any Sanctions.

4.26 Survival. All of the representations and warranties in this Article 4 and elsewhere in the Loan Documents (i) shall survive until the repayment in full of the Obligations and the termination of this Agreement as described herein and (ii) shall be deemed to have been relied upon by Administrative Agent and Lenders notwithstanding any investigation heretofore or hereafter made by Administrative Agent or any Lender, or on its or their behalf.

4.27 Subordinated Indebtedness. The Credit Parties have delivered to Administrative Agent true and correct copies of all Subordinated Indebtedness Documents. None of the Subordinated Indebtedness Documents have been amended or modified except pursuant to a written agreement which has been delivered to Administrative Agent. No breach or default (beyond any applicable notice or cure period) has occurred or is continuing under any Subordinated Indebtedness Documents.

4.28 Federal Employer Identification Number. Each Credit Party's federal employer identification number is listed on Schedule 4.27 hereto.

4.29 Appointment of a Trustee or Examiner; Liquidation. No order has been entered in any Bankruptcy Case (a) for the appointment of a Chapter 11 trustee, (b) for the appointment of an examiner with expanded powers (beyond those set forth in Sections 1106(a)(3) and (4) of the Bankruptcy Code) under Section 1104 of the Bankruptcy Code, (c) to convert any Bankruptcy Case to a case under Chapter 7 of the Bankruptcy Code, or (d) to dismiss any Bankruptcy Case, and in each case no Borrower has applied for, consented to or acquiesced in such actions.

4.30 Reorganization Matters.

(a) The Bankruptcy Cases were commenced on the Petition Date in accordance with applicable Law and proper notice thereof.

(b) Proper notice for (i) the motion seeking approval of this Agreement, the other Loan Documents, the Interim Order and Final Order, (ii) the hearing for the approval of the Interim Order (the "***Interim Hearing***") and (iii) the hearing for approval of the Final Order has been given. The Borrowers and Guarantors have given, on a timely basis as specified in the Interim Order and the Final Order, all notices required to be given to all parties specified in the Interim Order and Final Order.

(c) From and after the entry of the Interim Order, and pursuant to and to the extent provided in the Interim Order, the Liens securing the Obligations are valid and enforceable, perfected Liens on all of the Collateral of the Administrative Agent and Lenders with the priority required by the Financing Orders with respect to all Collateral.

(d) After entry of the Interim Order, and pursuant to the Interim Order and Final Order, the Obligations will constitute allowed administrative expense claims in the Bankruptcy Case, having priority over all administrative expense claims and unsecured claims against the Borrowers and Guarantors now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expense claims of the kind specified in Sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c) 726 (to the extent permitted by Law), 1113, 1114, or any other provision of

the Bankruptcy Code or otherwise, as provided under Section 364(c)(1) of the Bankruptcy Code, subject only to the Carve-Out.

(e) The Interim Order (with respect to the period prior to entry of the Final Order) or the Final Order (with respect to the period on and after entry of the Final Order), as the case may be, is in full force and effect and has not been reversed, stayed, modified, or amended.

(f) Notwithstanding the provisions of Section 362 of the Bankruptcy Code, and subject to the applicable provisions of the Interim Order or Final Order and Section 9.2, as the case may be, on the Revolving Loan Termination Date the Administrative Agent and Lenders shall be entitled to payment of such Obligations and to enforce the remedies provided for hereunder or under applicable Law, without further application to or order by the Bankruptcy Court.

(g) Proper notice for (i) any Asset Sale Motions, Asset Sale Bid Procedure Orders, and Asset Sale Orders, and (ii) the hearing for the approval of any Asset Sale Orders has been given. Borrowers and Guarantors have given on a timely basis all notices required to be given to all parties specified in the applicable Asset Sale Motion, Asset Sale Bid Procedure Order and Asset Sale Order.

ARTICLE 5 AFFIRMATIVE COVENANTS

So long as any Lender shall have any commitment to make any Loan hereunder, or any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, each Borrower and each other Credit Party that is a party hereto covenants and agrees as follows:

5.1 Payment of Obligations. Subject to the entry of appropriate orders of the Bankruptcy Court (if any), each Borrower and each other Credit Party shall pay and discharge as the same shall become due and payable, all its obligations and liabilities, including (a) all tax liabilities, assessments and governmental charges or levies upon it or its properties or assets, unless the same are being reasonably contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained by such Borrower or such other Credit Party; (b) all lawful claims which, if unpaid, would by law become a Lien upon its property (other than Permitted Liens); and (c) all Indebtedness, as and when due and payable (subject to any applicable grace or cure periods), but subject to any subordination provisions contained in any instrument or agreement evidencing such Indebtedness.

5.2 Preservation of Existence, Etc. Each Borrower and each other Credit Party shall (a) preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization; and (b) take all action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

5.3 Maintenance of Properties. Each Borrower and each other Credit Party shall (a) maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear excepted; (b) make all necessary repairs thereto and renewals and replacements thereof except where the failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) use the standard of care typical in the industry in the operation and maintenance of its Healthcare Facilities. Subject to entry of the appropriate order or orders of the Bankruptcy Court (if any), Borrowers will pay or cause to be paid all Taxes on or prior to the date due, and in any event, prior to the date upon which any fine, penalty, interest or cost for nonpayment could be imposed, and furnish to Administrative Agent, upon request, receipted bills of the appropriate taxing authority or other documentation reasonably satisfactory to Administrative Agent

evidencing the payment thereof. If any Borrower shall fail to pay any Taxes in accordance with this section (unless such Taxes are being reasonably contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained by such Borrower or such other Credit Party), Administrative Agent shall have the right, but shall not be obligated, to (for the account of all Lenders) pay such Taxes, and Borrowers shall repay to Administrative Agent, on written demand, any amount paid by Administrative Agent, with interest thereon from the date of the advance thereof to the date of repayment, at the rate applicable during periods of Default hereunder, and such amount shall constitute a portion of the Obligations. Borrowers shall not pay any Taxes or other obligations in installments unless permitted by applicable Laws, and shall, upon the request of Administrative Agent, deliver copies of all notices and bills relating to any Taxes or other charge covered by this section to Administrative Agent.

5.4 Maintenance of Insurance. Subject to entry of the appropriate order or orders of the Bankruptcy Court (if any), each Borrower and each other Credit Party shall maintain at all times insurance on all of their respective properties and assets covering the repair and replacement costs of all such property (including the perils of flood and earthquake) and coverage for business interruption and professional liability, comprehensive general liability and excess liability/umbrella insurance with financially sound and reputable insurance companies, in such reasonable amounts and covering such insurable risks as are at all times reasonably satisfactory to Administrative Agent and with respect to coverage limits, the limits and coverages as in effect on the Closing Date (the "***Required Insurance***").[1] All policies relating to Required Insurance are to contain such other provisions as Administrative Agent reasonably may require to fully protect Administrative Agent's and Lenders' interest in the Collateral and to any payments to be made under such policies. All professional and general liability insurance policies, including umbrella/excess policies, relating to Required Insurance shall name Administrative Agent, on behalf of itself and the Lenders, as an "additional insured," and all property insurance policies relating to Required Insurance shall name Administrative Agent, on behalf of itself and the Lenders, as lender's loss payee. Each loss payable endorsement in favor of Administrative Agent, on behalf of itself and the Lenders, shall provide (x) for not less than thirty (30) days prior written notice to Administrative Agent of the exercise of any right of cancellation or material alteration and (y) that Administrative Agent's, on behalf of itself and the Lenders, right to payment under any property insurance policy will not be invalidated by any act or neglect of, or any breach of warranty or condition by, Borrowers (or any of them) or any other party. If an Event of Default shall have occurred and remain outstanding, Administrative Agent shall have the sole right, in the name of Administrative Agent, on behalf of itself and the Lenders, or Borrowers (or any of them), to file claims under any insurance policies, to receive, receipt and give acquittances for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies. In the event any Borrower or any other Credit Party fails to provide Administrative Agent with evidence of the Required Insurance in the manner set forth in this Section 5.4, Administrative Agent (for the benefit of itself and the Lenders) may, following three (3) days' written notice to Borrower Representative, purchase insurance at Borrowers' expense to protect Administrative Agent's and the Lenders' interests in the Collateral. The insurance purchased by Administrative Agent (for the benefit of itself and the Lenders) may, but need not, protect Borrowers' interests in the Collateral, and therefor such insurance may not pay any claim that any Borrower may make or any claim that is made against any Borrower in connection with the Collateral. Borrowers may later request that Administrative Agent cancel any insurance purchased by Administrative Agent, but only after providing Administrative Agent with satisfactory evidence that Borrowers have the Required Insurance. If Administrative Agent purchases insurance covering all or any portion of the Collateral, Borrowers shall be responsible for the costs of such insurance, including interest (at the applicable rate set forth hereunder for Revolving Loans) and other

[1] Ally still reviewing.

charges accruing on the purchase price thereof, until the effective date of the cancellation or the expiration of the insurance, and Administrative Agent may add all of such costs, interest and other charges to the Obligations. The costs of the premiums of any insurance purchased by Administrative Agent may exceed the costs of insurance that Borrowers may be able to purchase on their own.

5.5 Compliance With Laws. Each Borrower and each other Credit Party shall and shall cause any Manager to comply with the requirements of all Applicable Laws (including without limitation any Environmental Laws and Healthcare Laws) and obtain, maintain and comply with all Governmental Authorizations and Healthcare Authorizations, in each instance, applicable to it or to its business or property, in each case except to the extent any failure to comply with the foregoing could not reasonably be expected to have a Material Adverse Effect. Without limiting the generality of the foregoing, if any Environmental Release occurs at any Healthcare Facility or any other properties of any Borrower or any other Credit Party, the applicable Borrower or other Credit Party shall act promptly and diligently to investigate and report to Administrative Agent and all appropriate Governmental Authorities the extent of, and to make appropriate remedial action to eliminate, such Environmental Release, whether or not directed to do so by any Governmental Authority.

5.6 Books and Records. Each Borrower and each other Credit Party shall (a) maintain proper books of record and account, in which full, true and correct entries in conformity with GAAP, consistently applied shall be made of all financial transactions and matters involving the assets and business of such Borrower or such other Credit Party; and (b) maintain such books of record and account in material conformity with all applicable requirements of any Governmental Authority having regulatory jurisdiction over such Borrower or such other Credit Party. Each Credit Party shall maintain or cause to be maintained at all times books and records pertaining to the Collateral in such detail, form and scope as Administrative Agent shall reasonably require.

5.7 Inspection Rights; Field Audits. Each Borrower and each other Credit Party will cause the Bankruptcy Court to provide access, pursuant to court order, to and will permit (and shall direct each Subsidiary and any Manager to permit) agents, representatives, consultants and other independent contractors of Administrative Agent to visit and inspect any of its Healthcare Facilities and other properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, and to conduct a field examination and audit of the Collateral, all at the expense of Borrowers and at such reasonable times during normal business hours and as often as may be reasonably desired (provided that so long as no Event of Default exists, not more than once every three (3) months), and so long as no Event of Default exists, upon reasonable advance notice to Borrower Representative.

5.8 Landlord and Warehouse Agreements. Each Borrower and each other Credit Party shall, upon request, provide Administrative Agent with copies of all existing agreements, and promptly after execution thereof provide Administrative Agent with copies of all future agreements, between any Borrower, any other Credit Party and any landlord, warehouseman, processor, shipper, bailee or other Person that owns any premises at which any Collateral may be kept or that otherwise may possess or handle any Collateral and obtain a Collateral Access Agreement with any such landlord, warehouseman, processor, shipper, bailee or other Person. Upon Administrative Agent's request, each Borrower and each other Credit Party shall deliver to Administrative Agent fully-executed agreements, in form and substance satisfactory to Administrative Agent, between each Borrower and each other Credit Party, the Administrative Agent and the Credit Parties' vendors that provide off-site data storage, network hosting or management, shared application services or other "cloud-based" services to Borrowers or other Credit Parties, which shall provide Administrative Agent with such access to Borrowers' and other Credit Parties' billing and Accounts records as Administrative Agent deems necessary or helpful in connection

with Administrative Agent's and Lenders' audit and inspection rights under the Loan Documents and the collection or realization of or on the Collateral.

5.9 Licenses. Each Borrower and each other Credit Party shall (a) keep each License affecting any Collateral or any other properties and assets of any Credit Party in full force and effect, and pay all Royalties, in each case, except where the failure to do so would not reasonably be likely to result in a Material Adverse Effect (each such License shall be referred to herein as a "***Material License***"); (b) promptly notify Administrative Agent of any proposed modification to any Material License, or entry into any new Material License, in each case at least ten (10) days prior to its closing date; and (c) notify Administrative Agent of any default or breach (beyond any applicable cure period) asserted by any Person to have occurred under any Material License.

5.10 Healthcare Operations.

(a) Each Borrower and each other Credit Party shall maintain in full force and effect, and free from restrictions, probations, conditions or known conflicts which would materially impair the use or operation of any Healthcare Facility for its current use, all Healthcare Authorizations necessary under Healthcare Laws (A) to carry on the business of Borrowers as it is conducted on the Closing Date, and (B) to continue to receive reimbursement thereunder in substantial compliance with all requirements for participation in, and for the licensure required to provide the Healthcare Services that are reimbursable under, any Third-Party Payor programs as to which any Borrower or any other Credit Party receives or has applied for reimbursement as part of its business.

(b) Each Borrower and each other Credit Party shall cause all Healthcare Authorizations and any other agreements necessary for the use and operation of the Healthcare Facilities or as may be necessary for participation in Third-Party Payor programs to remain in full force and effect.

(c) Each Borrower and each other Credit Party shall maintain a CCP to ensure that all aspects of its operations, its employees and healthcare providers under contract comply with all applicable Healthcare Laws, and shall, upon request, allow Administrative Agent and/or any outside consultants from time to time to review such CCP.

(d) If any Healthcare Facility is currently accredited by the Joint Commission, Borrower and each other Credit Party shall (i) maintain such accreditation in good standing and without limitation or impairment, (ii) timely submit to the Joint Commission a plan of correction for any deficiencies listed on any Joint Commission accreditation survey report, and (iii) cure all such deficiencies within such time frame as is necessary to preserve and maintain in good standing and without limitation or impairment such Joint Commission accreditation.

(e) Each Borrower and each other Credit Party shall timely file all cost reports, cost statements, documents, notices and other reports required to be filed by any Governmental Authority or any Third-Party Payor program. All such filings shall be complete and accurate in all material respects and shall comply with all requirements of Applicable Law and all conditions of participation, conditions of payment, contracts, standards, policies, manuals, procedures and other requirements of all applicable Third-Party Payor programs.

(f) All documentation, coding, billing and collection practices of each Borrower and each other Credit Party, and of any billing or collection agent acting on behalf of any Borrower or any other Credit Party, shall be in compliance with all Applicable Laws and all conditions of participation, conditions of payment, contracts, standards, policies, manuals, procedures and other requirements of all applicable Third-Party Payor programs. Each Borrower and each other Credit Party shall document, code,

bill and process claims for reimbursement and report and refund any overpayments received from Third-Party Payor programs in material compliance with all Applicable Law and Third-Party Payor programs.

(g) Each Credit Party shall use commercially reasonable efforts to obtain and provide to Administrative Agent upon request, (i) an accurate, complete and current list of all participation agreements with Third-Party Payors and (ii) Medicare certification letters, in each case, with respect to the business of such Credit Party.

(h) Each Credit Party shall maintain each CON required under applicable Healthcare Laws in full force and effect and free from restrictions or known conflicts which would materially impair the use or operation of such Healthcare Facility for its current use, and shall not permit any such CON to become provisional, probationary or restricted in any way, except for such restrictions existing on the Closing Date with respect to which such Healthcare Facility's operations are compliant.

5.11 Further Assurances. Each Borrower and each other Credit Party shall (a) execute and deliver to Administrative Agent promptly upon request such documents, instruments, certificates, assignments and other writings, and do such other acts necessary or desirable, to evidence, preserve and/or protect the Collateral and/or for the better and more effective carrying out of the intents and purposes of the Loan Documents, as Administrative Agent may reasonably require from time to time including the filing of a financing statement or financing statement change to establish or maintain the validity, perfection and priority of the security interest granted herein in the event of the name change of a Credit Party, delivery of certificated equity interests required to be pledged, execution and delivery of intellectual property security agreements or other actions that are necessary or desirable to perfect the Liens of Administrative Agent on the Collateral; (b) upon Administrative Agent's request therefor given from time to time, pay for reports of UCC, federal tax Lien, state tax Lien, judgment and pending litigation searches with respect to each Borrower and each other Credit Party, each such search to be conducted by search firms designated by Administrative Agent in each of the locations designated by Administrative Agent; and (c) comply with the requirements of all Applicable Laws in order to grant to Administrative Agent, for the benefit of itself and Lenders, valid and perfected First Priority security interests in the Collateral, with perfection, in the case of any investment property, deposit account or letter of credit, being effected by giving Administrative Agent control of such investment property or deposit account or letter of credit.

5.12 [Reserved].

5.13 Environmental Matters. In addition to and without limiting the generality of Section 5.5, each Credit Party shall (a) comply with all applicable Environmental Laws to the extent that noncompliance could reasonably be expected to have a Material Adverse Effect; (b) obtain and comply with any and all Governmental Authorizations required by applicable Environmental Laws to the extent that not obtaining and not complying with such licenses, approvals, notifications, and registrations could reasonably be expected to have a Material Adverse Effect; and (c) conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions required under applicable Environmental Laws following any Environmental Release, and promptly comply with all lawful orders and directives of any Governmental Authority regarding such Environmental Laws, except orders and directives that are being challenged in good faith. Without limiting the generality of the foregoing, if any material Environmental Release occurs at or on any properties of any Credit Party, it shall act promptly and diligently to investigate and report the extent of such Environmental Release to Administrative Agent and, if required by Applicable Law, all appropriate Governmental Authorities, and, to the extent required by Applicable Law, to take appropriate remedial action to address, such Environmental Release, whether or not directed to do so by any Governmental Authority.

5.14 Account Control Agreements. Each Credit Party shall maintain at all times a valid and enforceable account control agreement with respect to each Lockbox Account, the Concentration Account, the Borrower Operating Account and any other deposit account or securities account owned by any Credit Party (other than any deposit account dedicated exclusively to payroll purposes), in each case in form and substance satisfactory to Administrative Agent.

5.15 Patriot Act Compliance.

(a) Each Credit Party shall comply with the Patriot Act and all applicable requirements of Governmental Authorities having jurisdiction over such Credit Party or the Collateral, including those relating to money laundering and terrorism. Administrative Agent shall have the right to audit each Credit Party's compliance with the Patriot Act and all applicable requirements of any Governmental Authority having jurisdiction over any such Credit Party and the Collateral, including those relating to money laundering and terrorism. In the event that any Credit Party fails to comply with the Patriot Act or any such requirements of any such Governmental Authority, then Administrative Agent may, at its option, cause such Credit Party to comply therewith and any and all reasonable costs and expenses incurred by Administrative Agent in connection therewith shall be added to the Obligations, shall be secured by the Collateral and the other Loan Documents and shall be immediately due and payable. For purposes hereof, the term "***Patriot Act***" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, as the same may be amended from time to time, and corresponding provisions of future laws.

(b) No Credit Party nor any officer, director, shareholder or partner in any Credit Party or member of such partner nor any owner of a direct or indirect interest in any Credit Party (a) is listed on any Government Lists, (b) is a person who has been determined by competent authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (Sept. 23, 2001) or any other similar prohibitions contained in the rules and regulations of OFAC or in any enabling legislation or other Presidential Executive Orders in respect thereof, (c) has been previously indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any Patriot Act Offense, or (d) is currently under investigation by any Governmental Authority for alleged criminal activity.

5.16 Reorganization Milestones. The Borrowers shall timely comply with the Reorganization Milestones, it being expressly understood that time is of the essence.

5.17 Bankruptcy Reports. Promptly after the sending, receiving or filing thereof, copies of all reports, motions, affidavits, statements and other documents that any Borrower sends, receives or files in connection with the Bankruptcy Cases, including all correspondence with the Bankruptcy Court, shall be delivered to Administrative Agent and Lenders.

5.18 Escrow of Asset Sale Proceeds and Deposits. Prior to the date on which the Obligations have been indefeasibly paid in full, all in accordance with the terms of this Agreement, and this Agreement has been terminated (or as otherwise expressly consented to by Administrative Agent on terms and conditions that are acceptable to Administrative Agent, which consent may be withheld in its sole discretion), all proceeds and deposits received by any Borrower in connection with any Asset Sale shall be held in escrow in a deposit account subject to a deposit account control agreement in favor of Administrative Agent (including all subaccounts thereof, the "***Escrow Deposit Account***"). Any funds held in the Escrow Deposit Account shall not be commingled with any other funds of the Borrowers or otherwise. Administrative Agent, on behalf of the Lenders, is hereby granted a first priority Lien on the Escrow Deposit Account and all proceeds of any Asset Sale, including any deposit provided by any Buyer in connection with any Asset Sale, and such proceeds, deposits, and the Escrow Deposit Account shall constitute Collateral hereunder. On the Revolving Loan Termination Date, Administrative Agent shall

apply any and all amounts remaining on deposit in the Escrow Deposit Account to the outstanding principal amount of each Revolving Loan, together with accrued and unpaid Obligations, with any remaining balance to be delivered to Borrowers; provided, however, that upon any Borrower's request and with the consent of the Administrative Agent (which consent may, for the avoidance of doubt, be withheld in its sole discretion), proceeds of any Asset Sales and deposits provided in connection with any Asset Sales may be disbursed to Specified Prepetition Secured Creditors on terms and conditions that are acceptable to the Administrative Agent in its sole discretion.

5.19 Post-Closing Items. Each Borrower and each other Credit Party shall satisfy the requirements, and provide to the Administrative Agent each of the agreements, instruments and documents, in each case described on Schedule 5.19 on or before the date specified for such requirement or delivery on Schedule 5.19 (or such later date as agreed to by the Administrative Agent in its sole discretion), and any failure of the Borrowers and Credit Parties to satisfy any such requirement or delivery shall constitute an immediate Event of Default.

ARTICLE 6 NEGATIVE COVENANTS

So long as any Lender shall have any commitment to make any Loan hereunder, or any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, each Borrower and each other Credit Party that is a party hereto covenants and agrees as follows:

6.1 Liens. Each Borrower and each other Credit Party shall not create, incur, assume or suffer to exist any Lien upon any Collateral or any of its other property, assets or revenues, whether now owned or hereafter acquired, other than Permitted Liens. The designation of any Lien or other encumbrance as a Permitted Lien shall not limit the Administrative Agent's right to take a reserve against Availability with respect thereto. The prohibition provided for in this Section 6.1 specifically includes any effort by any Borrower, any Committee or any other party in interest in the Bankruptcy Cases to prime or create *pari passu* to any claims Liens or interests of the Administrative Agent and the Lenders, other than as set forth in the applicable Financing Order and irrespective of whether such claims, Liens or interests may be "adequately protected."

6.2 Investments. Each Borrower and each other Credit Party shall not make any Investments, except for Permitted Investments.

6.3 Indebtedness. Each Borrower and each other Credit Party shall not create, incur, assume or suffer to exist any Indebtedness, except for Permitted Indebtedness.

6.4 Loans. Each Borrower and each other Credit Party shall not make any loans or other advances of money to any Person, except (a) advances to an officer or employee for salary, travel expenses, commissions and similar items in the ordinary course of business; (b) prepaid expenses and extensions of trade credit made in the ordinary course of business; (c) deposits with financial institutions permitted hereunder; and (d) Permitted Intercompany Loans.

6.5 Asset Dispositions; Settlement of Debts. Each Borrower and each other Credit Party shall not make any Asset Disposition, except a Permitted Asset Disposition (whereupon the net proceeds of any such Permitted Asset Disposition shall be promptly deposited into the Escrow Deposit Account). Each Borrower and each other Credit Party shall not cancel or otherwise forgive or release any claim or debt owed to such Borrower or such other Credit Party by any Person, except for adequate consideration and in the ordinary course of such Borrower's or such other Credit Party's business.

6.6 Distributions. Each Borrower and each other Credit Party shall not declare or make, directly or indirectly, any Distribution, or incur any obligation (contingent or otherwise) to do so.

6.7 Fundamental Changes; Change to Organization Documents. Each Borrower and each other Credit Party shall not (a) engage in any business activity not related to the ownership or operation of the Healthcare Facilities or any business substantially related or incidental thereto, (b) cease operating any material portion of the Healthcare Facilities or its business as conducted on the Closing Date, except with respect to the Seton Cash Burn Elimination Plan, (c) amend any of their respective Organization Documents in a manner adverse to any Credit Party or the Lenders, (d) change their jurisdiction of formation or organization or their type or form of organization (e.g., corporation or limited liability company), (e) change their name or identity (including trade name), (f) change their principal place of business, chief executive office, or location of any Collateral, without providing Administrative Agent at least thirty (30) days' prior written notice of such change in location, or (g) merge, dissolve, liquidate, or consolidate with or into another Person, or transfer (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person. No Borrower or other Credit Party will utilize or enter into any agreement with any remote access or internet-based/cloud-based billing services or records repository provider without first entering into such agreements with Administrative Agent and such service provider, in form and substance satisfactory to Administrative Agent, as Administrative Agent shall deem necessary or helpful in the collection or realization of or on its Collateral.

6.8 Transactions With Affiliates. Each Borrower and each other Credit Party shall not enter into any transaction of any kind with any of such Borrower's or such other Credit Party's Affiliates, except (a) transactions expressly permitted by the Loan Documents; (b) payment of regularly scheduled compensation to officers and employees, and loans and advances permitted by Section 6.4; (c) payment of reasonable directors' fees and directors' indemnities to natural Persons; (d) transactions solely between Credit Parties (provided no indebtedness may exist other than Permitted Intercompany Loans); and (e) transactions with Affiliates that were consummated on or prior to the Closing Date, as shown on Schedule 6.8.

6.9 Use of Proceeds. Each Borrower and each other Credit Party shall not use the proceeds of any Loans, whether directly or indirectly, and whether immediately, incidentally or ultimately, for the purpose of purchasing or acquiring any "margin stock" within the meaning of Regulation U of the Board of Governors of the Federal Reserve System or for any other purpose that would be inconsistent with such Regulation U or any other regulation of such Board of Governors, or for any purpose prohibited by Laws or any Loan Document.

6.10 Payroll Service. Verity Medical Foundation, as a Borrower, shall not fail to maintain a contractual relationship with a payroll tax service provider acceptable to Administrative Agent, in its reasonable discretion, at any time.

6.11 Certain Accounting Changes. Each Borrower and each other Credit Party shall not (a) change its Fiscal Year end or (b) make any change in its accounting treatment and reporting practices except as required or permitted by GAAP.

6.12 Healthcare Matters. Each Borrower and each other Credit Party shall not suffer or permit to occur any of the following:

(a) any transfer of a Healthcare Authorization or rights thereunder to any Person (other than a Borrower or Administrative Agent) or to any location other than a Healthcare Facility approved by Administrative Agent in advance in writing; or

(b) any rescission, withdrawal, revocation, amendment or modification of or other alteration to the nature, tenor or scope of any Healthcare Authorization without Administrative Agent's prior written consent, including (I) any change to the authorized licensed beds or units capacity of any Healthcare Facility and/or the number of licensed beds or units approved by the applicable Governmental Authority, and (II) any transfer all or any part of any Healthcare Facility's authorized units or licensed beds to another site or location.

Notwithstanding the foregoing, no Credit Party shall enter into arrangements which (i) provide remuneration to Persons in return for referrals to any Credit Party; (ii) receive remuneration from Persons in return for referrals by any Credit Party; or (iii) otherwise violate the provisions of the Federal health care program exclusion provisions (42 U.S.C. §1320a-7); the Civil Monetary Penalties Act (42 U.S.C. §1320a-7a), the Federal health care program fraud and abuse provision (42 U.S.C. §1320-7b) and other such Healthcare Laws.

6.13 ERISA. Each Borrower and each other Credit Party shall not engage in any transaction which would cause any obligation, or action taken or to be taken, hereunder (or the exercise by Administrative Agent or any Lender of any of its rights hereunder or the other Loan Documents) to be a non-exempt (under a statutory or administrative class exemption) prohibited transaction under ERISA.

6.14 Management Agreement; Leases, Subordinated Indebtedness and other Material Contracts.

(a) Each Borrower and each other Credit Party shall not retain, substitute or replace any Manager or make or enter into, consent to any modification, amendment, assignment, termination or cancellation of any Management Agreement without the prior written consent of the Administrative Agent. The covenants, agreements and restrictions contained in this Section 6.14 are solely for the purposes of assuring that the Healthcare Facilities are managed and operated in a first-class manner consistent with Healthcare Laws and the preservation and protection of the Healthcare Facilities as security for the Obligations and shall not place responsibility for the control, care, management or repair of the Healthcare Facilities upon Administrative Agent or any Lender, or make Administrative Agent or any Lender responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Healthcare Facilities. No Borrower shall suffer or permit any material breach or default to occur in any of such Borrower's obligations under any Management Agreement, nor suffer or permit the same to terminate by reason of any failure of such Borrower to meet any requirement thereof.

(b) Each Credit Party shall cause any Manager to enter into a Management Fee Subordination Agreement, in form and substance satisfactory to Administrative Agent, pursuant to which (i) all compensation due to such Manager is subordinated in right and time of payment to all Obligations hereunder, (ii) all compensation due to such Manager is subordinated in right and time of payment to all Obligations hereunder, and (iii) Administrative Agent has the right to terminate the engagement of such Manager upon or following the occurrence of any Default or Event of Default.

(c) No Borrower nor any other Credit Party shall amend, otherwise modify or terminate any Lease Agreement, Subordinated Indebtedness Document, Asset Sale Document or other Material Contract except as approved by the Administrative Agent.

6.15 Restrictive Agreements. Each Borrower and each other Credit Party shall not enter into any Restrictive Agreement, except (a) a Restrictive Agreement relating to secured Permitted Indebtedness, if such restrictions apply only to the collateral for such Permitted Indebtedness; and (b) customary provisions in leases and other contracts restricting assignment thereof or Liens in the assets or real property covered thereby.

6.16 Swap Agreements. Each Borrower and each other Credit Party shall not enter into any Swap Agreement.

6.17 IRS Form 8821; Federal Employer Identification Number. Each Borrower and each other Credit Party shall not alter, amend, restate, or otherwise modify, or withdraw, terminate or re-file the IRS Form 8821 required to be filed pursuant to Section 3.1(f). No Borrower or other Credit Party shall change its federal employer identification number.

6.18 Burdensome Agreements. Each Borrower and each other Credit Party shall not, directly or indirectly, enter into any Contractual Obligation (other than this Agreement and any other Loan Document) that (a) limits the ability (i) of any Credit Party or any Subsidiary to make Distributions to any Credit Party or to otherwise transfer property to any Credit Party, (ii) of any Credit Party or any Subsidiary to guarantee the Indebtedness of any Credit Party or (iii) of any Credit Party or any Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person (other than Permitted Liens and customary anti-assignment provisions in leases, sub-lease, licenses, sub-licenses and contracts); or (b) requires the grant of a Lien to secure an obligation of such Person if a Lien is granted to secure another obligation of such Person.

6.19 Interim Order; Final Order; Asset Sale Order; Administrative Expense Priority; Payments.

(a) No Borrower will seek, consent to or suffer to exist at any time any modification, stay, vacation or amendment of the Interim Order, the Final Order or any Asset Sale Order, except for modifications and amendments joined in or agreed to in writing by Administrative Agent.

(b) No Borrower will suffer to exist at any time a priority for any administrative expense or unsecured claim against any Borrower (now existing or hereafter arising of any kind or nature whatsoever, including, without limitation, any administrative expense of the kind specified in Sections 503(b) and 507(b) of the Bankruptcy Code) equal or superior to the priority of Administrative Agent and the Lenders in respect of the Obligations, except for the Carve-Out.

(c) Prior to the date on which the Obligations have been indefeasibly paid in full, all in accordance with the terms of this Agreement, and this Agreement has been terminated, no Borrower will (i) pay any administrative expenses pursuant to Section 503(b) of the Bankruptcy Code, except (A) administrative expenses incurred in the ordinary course of business of the Borrowers or approved by an order of the Bankruptcy Court and (B) Allowed Fees payable under Section 330 and 331 of the Bankruptcy Code, or (ii) permit or seek to permit the granting of adequate protection in favor of any Person.

(d) Except as provided in the Financing Orders, no Borrower will waive any claims under Section 506(c) of the Bankruptcy Code, or take any other action Administrative Agent deems adverse to Administrative Agent or the Lenders or their rights and remedies under the Loan Documents.

6.20 Bankruptcy Actions.

(a) No Borrower shall enter into any agreement to return any of its inventory or other Collateral outside the ordinary course of business to any of its creditors for application against any prepetition Indebtedness, prepetition trade payables, or other prepetition claims under Section 546(h) of the Bankruptcy Code or allow any creditor to take any setoff or recoupment against any of its prepetition Indebtedness, prepetition trade payables, or other prepetition claims based upon any such return pursuant to Section 553(b)(1) of the Bankruptcy Code or otherwise.

(b) No Borrower shall make (i) any payments on account of any creditor's claims against any Borrowers (including any defeasance with respect to any bonds or other Indebtedness) or, except pursuant to the Budget, any other payments or transfers with respect to any Lien or Indebtedness, (ii) payments on account of claims or expenses arising under Section 503(b)(9) of the Bankruptcy Code, (iii) payments in respect of a reclamation program, or (iv) payments under any management incentive plan or on account of claims or expenses arising under Section 503(c) of the Bankruptcy Code, except in each case, in amounts and on terms and conditions that (A) are approved by order of the Bankruptcy Court and (B) are expressly permitted by the Budget, or otherwise approved by the Administrative Agent in writing. Without limiting the foregoing, no Borrower shall make any adequate protection payments (including any adequate protection payment to a Specified Prepetition Secured Creditor otherwise permitted hereby or by the Financing Orders) during the continuance of a Default or Event of Default.

(c) No Borrower shall insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law or other law wherever enacted (to the extent that it may lawfully do so), now or at any time hereafter in force, that may affect the covenants or the performance of its obligations under this Agreement or the other Loan Documents, and each Credit Party hereby expressly waives all benefit or advantage of any such law, and covenants that it shall not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to Lenders, but shall suffer and permit the execution of every such power as though no such law has been enacted. Without limiting the foregoing, no Borrower shall obtain, or seek to obtain, any stay on the exercise of the remedies of the Administrative Agent or any Lender hereunder, under any Loan Document or the Financing Orders.

(d) No Borrower shall incur, create, assume, suffer to exist or permit any other super-priority administrative claim which is *pari passu* with or senior to the claims of Administrative Agent and the Lenders against the Borrowers, except as set forth in the applicable Financing Order.

(e) No Borrower shall seek, consent to, or permit to exist, without the prior written consent of the Administrative Agent, any order granting authority to take any action that is prohibited by the terms of this Agreement or the other Loan Documents or refrain from taking any action that is required to be taken by the terms of this Agreement or any of the other Loan Documents.

6.21 Right of Subrogation. No Credit Party shall assert any right of subrogation or contribution against any Credit Party or Subsidiary.

6.22 Subsidiaries. No Credit Party shall create or acquire any Subsidiary other than the Subsidiaries listed on Schedule 4.14.

ARTICLE 7 FINANCIAL COVENANTS

7.1 Maximum Budget Variance. Except as otherwise approved by Administrative Agent, Borrowers shall not permit the (a) aggregate actual disbursements under the Budget for any Test Period (as tested weekly) to exceed the aggregate budgeted disbursements for such Test Period by more than seven and one half percent (7.5%) of the aggregate budgeted amount for such Test Period; provided that with respect to the foregoing clause (a), the amount by which the actual disbursements thereunder during such period are less than the relevant budgeted disbursements may be carried forward to reduce the disbursements under clause (a) in the next succeeding periods until used in full; or (b) aggregate actual cash receipts under the Budget for any Test Period (as tested weekly) to be less ninety-two and one half percent (92.5%) of the aggregate budgeted cash receipts for such Test Period; provided that with respect to the foregoing clause (b), the amount by which the actual cash receipts thereunder during such period

are greater than the relevant budgeted cash receipts may be carried forward to increase the cash receipts under clause (b) in the next succeeding periods until used in full.

7.2 Minimum Liquidity. From the entry of the Interim Order until the entry of the Final Order, Minimum Liquidity shall not be less than the greater of $3,000,000 and 10% of Availability, as tested weekly for the most recent Test Period then ended. After entry of the Final Order, Minimum Liquidity shall not be less than the greater of $10,000,000 and 10% of Availability, as tested weekly for the most recent Test Period then ended; provided, however, Minimum Liquidity shall not be less than the greater of $15,000,000 and 15% of Availability, as tested weekly for the most recent Test Period then ended, if (i) the Borrowers have failed to file with the Bankruptcy Court within thirty (30) days following the Petition Date either (A) the Saint Louise/O'Connor Hospital Bid Procedures Motion, or (B) the Consolidated Sale Motion, in each case unless and until either the Saint Louise/O'Connor Hospital Bid Procedures Motion or the Consolidated Sale Motion is thereafter filed with the Bankruptcy Court within sixty (60) days following the Petition Date, or (ii) the Borrowers have failed to present to the Administrative Agent the Seton Cash Burn Elimination Plan within sixty (60) days following the Petition Date.

ARTICLE 8 NOTICES AND REPORTING

8.1 Notices.

(a) All notices, consents, approvals and requests required or permitted hereunder or any other Loan Document shall be given in writing and shall be effective for all purposes if either hand delivered with receipt acknowledged, or by a nationally recognized overnight delivery service (such as Federal Express), or by certified or registered United States mail, return receipt requested, postage prepaid, or, with respect to routine or administrative notices (but specifically excluding notices of Default, Events of Default or acceleration of the Loans) by electronic mail, in each case addressed as follows (or to such other address or Person as a party shall designate from time to time by notice to the other party):

If to Administrative Agent:

Ally Bank
3 Bethesda Metro Center, Suite 792
Bethesda, MD 20814
Attention: Portfolio Manager
Telecopier No.: (301) 657-9776

with a copy to:

Ally Bank
300 Park Avenue, 4th Floor
New York, New York 10022
Attention: Legal Services
Telecopier No.: 212-884-7189

and

Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, TN 37219
Attn: Gerald Mace and David Lemke

If to a Lender, to the address of such Lender listed on the signature pages hereof;

If to a Borrower:

Verity Health Systems of California, Inc.
2040 E. Mariposa Ave
El Segundo, CA 90245
Attention: Anita Chou
Telecopier No.: ( ) -

with a copy to:

Verity Health Systems of California, Inc.
2040 E. Mariposa Ave
El Segundo, CA 90245
Attention: Elspeth Delaney-Paul, General Counsel
Telecopier No.: ( ) -

A notice given hereunder or any other Loan Document shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, when delivered or the first attempted delivery on a Business Day; in the case of overnight delivery, upon the first attempted delivery on a Business Day; or, in the case of electronic mail, at the time of delivery.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and internet or intranet websites) pursuant to procedures approved by the Administrative Agent; provided that, the foregoing shall not apply to notices to any Lender pursuant to Article 2 if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article 2 by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that, approval of such procedures may be limited to particular notices or communications. Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); provided that, if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY MATERIALS OR INFORMATION PROVIDED BY OR ON BEHALF OF THE BORROWERS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM ANY MATERIALS OR INFORMATION

PROVIDED BY OR ON BEHALF OF THE BORROWERS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH ANY MATERIALS OR INFORMATION PROVIDED BY OR ON BEHALF OF THE BORROWERS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Affiliates, partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives (collectively, the "***Agent Parties***") have any liability to the Borrowers, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrowers' or the Administrative Agent's transmission of any materials or information provided by or on behalf of the Borrowers through the internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to the Borrowers, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages). As used in this Section 8.1, "***Platform***" means any electronic system, including Intralinks®, ClearPar® and any other internet or extranet-based site, whether such electronic system is owned, operated or hosted by the Administrative Agent, any other Agent Party or any other Person, providing for access to data protected by passcodes or other security system.

8.2 **Required Notices from Credit Parties.** Each Borrower and each other Credit Party shall promptly, and in any event within three (3) Business Days after such Person or any Authorized Officer of such Person obtains knowledge thereof, provide telephonic and written notice to Administrative Agent and each Lender of any of the following applicable to it:

(a) the commencement of any litigation, proceedings or investigations, including those by or before any Governmental Authority, and all actions and proceedings in any court or before any arbitrator against or involving any Borrower or any other Credit Party or any of its properties, assets or businesses in which the amount of claimed damages, fines or other liabilities is $500,000 or more;

(b) any Material Citation or other notice of any material violation received by any Borrower or any other Credit Party from any Governmental Authority, including any notice of violation of Healthcare Laws or Environmental Laws or any rescission or threatened revocation of any Healthcare Authorization;

(c) any attachment, judgment, Lien, levy or order exceeding $250,000.00 that may be assessed against any Borrower or any other Credit Party;

(d) the occurrence of any "reportable event" (as defined in ERISA) which might result in the termination by the PBGC of any Plan covering any officers or employees of any Credit Party, any benefits of which are, or are required to be, guaranteed by the PBGC, (y) receipt of any notice from the PBGC of its intention to seek termination of any Plan or appointment of a trustee therefor or (z) its intention to terminate or withdraw from any Plan;

(e) the occurrence of any Default or Event of Default;

(f) any material Environmental Release by any Credit Party or on any Healthcare Facility or any other property owned, leased or occupied by any Credit Party; or receipt of any Environmental Notice;

(g) copies of all material reports, if any, submitted to any Borrower, its Board of Directors or members by its independent public accountants in connection with their auditing function, including any management report and any management responses thereto or any notice given or received regarding the discharge of or any withdrawal or resignation by any Borrower's or Credit Party's certified independent accountants;

(h) promptly after any material property owned or used by any Borrower or any other Credit Party is materially damaged or destroyed, or suffers any other material loss in excess of $1,000,000;

(i) (i) the receipt of any complaint, notice or request from any Governmental Authority or Government Reimbursement Program regarding any investigation or claim of liability, (ii) any pending, threatened or actual investigation or survey of any Borrower, any other Credit Party, or their directors, officers or managing employees by any Third-Party Payor, (iii) any Borrower or any other Credit Party becoming a party to a corporate integrity agreement with the Office of Inspector General of the Department of Health and Human Services, (iv) any Borrower or any other Credit Party entering into any settlement agreement with any Governmental Authority, (v) any Borrower or any other Credit Party becoming a defendant in any qui tam/False Claims Act litigation, (vi) any Borrower or other Credit Party being served with or receiving any search warrant, subpoena, civil investigative demand or contact letter by or from any federal or state enforcement agency relating to an investigation, but only to the extent that a Borrower or other Credit Party or any Contract Provider material to the applicable Healthcare Facility is the subject of any such investigation, or (viii) any Borrower or other Credit Party becoming subject to any written complaint filed with or submitted to any Governmental Authority having jurisdiction over such Borrower or Credit Party or filed with or submitted to such Borrower or such Credit Party pursuant to their policies relating to the filing or submissions of such types of complaints, from employees, independent contractors, vendors, physicians, or any other Person that would indicate that such Borrower or such Credit Party has violated any Law; the violation thereof which could reasonably be expected to have a Material Adverse Effect;

(j) the receipt of any cost reports, operating surveys, rate reports, rate computation reports, licensing reports, deficiency notices, recoupment orders or similar reports from any Government Reimbursement Program, each together with true and correct copies thereof;

(k) any termination or default (after the lapse of any cure period) or any material notice given or received by a Borrower or any other Credit Party under any Material Contract;

(l) the assertion of any Intellectual Property claim, if an adverse resolution could reasonably be expected to have a Material Adverse Effect; or

(m) the occurrence of any event or circumstance that could reasonably be expected to result in a Material Adverse Effect.

8.3 Borrowing Base Certificates. Each time a Loan is requested and, in any event and regardless of whether a Loan is being requested, not later than Thursday of each week during the Availability Period (and more frequently if Administrative Agent shall request from time to time), Borrower Representative shall deliver to Administrative Agent and each Lender: (A) a Borrowing Base Certificate in form and substance satisfactory to Administrative Agent and signed by an Authorized Officer of Borrower Representative, (B) an aging of gross accounts receivable for Borrowers in form and substance satisfactory to Administrative Agent, and (C) such other information in respect of Eligible Accounts and other Collateral as Administrative Agent may reasonably request, all prepared in accordance with GAAP and in a form reasonably satisfactory to Administrative Agent.

8.4 Financial Statements, Compliance Certificates and Projections.

(a) Weekly.

(i) Commencing on the second Wednesday after the Petition Date and continuing on Wednesday of each week thereafter, Borrowers shall provide a "Variance Report" to Administrative Agent, certified by an Authorized Officer of each Borrower, containing (A) a reconciliation for the immediately preceding week (or two weeks, with respect to the first such report) of budgeted and actual revenue and expense/disbursement amounts, noting therein all variances, on a line-item basis, from amounts set forth for such period in the Cash Flow Forecast, (B) a written narrative explanation (including (1) the cause of the variance, (2) whether this variance is expected to impact the Budget, (3) if known, the degree to which the variance is a permanent variance from the Budget and (4) if appropriate, how the source of such variance will be addressed in subsequent forecasts) if (w) actual disbursements under any line item on the Budget for any week or the then most recently ended Test Period exceed the budgeted disbursements for either such period in such line item by more than ten percent (10%), (x) aggregate actual disbursements under the Budget for any week or the then most recently ended Test Period exceed the aggregate budgeted disbursements for either such period by more than seven and one half percent (7.5%), (y) actual cash receipts under any line item on the Budget for any week or the then most recently ended Test Period are less than ninety percent (90%) of the budgeted cash receipts for either such period in such line item or (z) aggregate actual cash receipts during any week or the then most recently ended Test Period are less than ninety-two and one half percent (92.5%) of aggregate projected cash receipts set forth in the Budget for either such period, (C) an update of the Cash Flow Forecast to reflect the prior week's actual cash receipts and disbursements, and, as appropriate, an update to the remaining weeks under the then-current Cash Flow Forecast, and (D) an aged report listing current gross accounts receivable and current postpetition accounts payable.

(ii) Contemporaneously with delivery of the Variance Report referred to in clause (a)(i) above, Borrowers shall deliver to Administrative Agent and each Lender a Compliance Certificate executed by an Authorized Officer of Borrower Representative.

(b) Monthly.

(i) As soon as available, but in no event later than thirty (30) days after the last day of each calendar month, Borrowers shall deliver to Administrative Agent and each Lender consolidated and consolidating financial statements of Borrowers, the other Credit Parties and their Subsidiaries for such month certified by an Authorized Officer of Borrower Representative, which consolidated and consolidating financial statements shall include the consolidated and consolidating balance sheet of Borrowers, the other Credit Parties and their Subsidiaries at the end of such month and the consolidated and consolidating statement of income, statement of retained earnings and statement of cash flows for such month, all of which shall be in reasonable detail and prepared in accordance with GAAP.

(ii) Contemporaneously with delivery of financial statements referred to in clause (a)(i) above, Borrowers shall deliver to Administrative Agent and each Lender: (A) a Compliance Certificate executed by an Authorized Officer of Borrower Representative, (B) evidence satisfactory to Administrative Agent that all federal and state taxes to the extent such federal and state taxes are due, if any, have been paid in full, including payroll taxes, and (C) a reconciliation of the account trial balance for accounts receivable to the general ledgers.

(iii) On the first Thursday of each month following the Petition Date, Borrowers shall deliver to Administrative Agent and each Lender (A) an updated "rolling" 13-week Cash Flow Forecast in a form similar to the Initial Cash Flow Forecast, which, once approved in writing by the Administrative Agent in its reasonable discretion, shall supplement and replace the prior Cash Flow Forecast without further notice, motion, application to, order of, or hearing before the Bankruptcy Court; (B) a reconciliation of the immediately preceding month's budgeted and actual revenue and expense/disbursement amounts to the corresponding period in the Initial Budget; (C) if there has been a material change in the then current Budget (and in any case if requested by Administrative Agent) an updated budget in a form similar to the Initial Budget (the most recent such updated Budget, the "***Updated Budget***"), which, once approved in writing by the Administrative Agent in its reasonable discretion, shall supplement and replace the prior Budget without further notice, motion, application to, order of, or hearing before the Bankruptcy Court; and (D) if an Updated Budget has been delivered, a reconciliation of the immediately preceding month's budgeted and actual revenue and expense/disbursement amounts to the corresponding period in the Updated Budget.

(c) [Reserved].

(d) Annually.

(i) As soon as available and in any event within one hundred twenty (120) days after the last day of each Fiscal Year, Borrowers shall deliver to Administrative Agent and each Lender: (A) the consolidated and consolidating balance sheet of Borrowers, the other Credit Parties and their Subsidiaries as at the end of such Fiscal Year and the related consolidated and consolidating statements of income, stockholders' equity and cash flow for such Fiscal Year, setting forth in each case in comparative form the corresponding figures for the previous Fiscal Year, in reasonable detail and consistent in all material respects with the manner of presentation as of the Closing Date and (B) which shall be certified by an Authorized Officer of Borrower Representative.

(e) Upon Request. Borrowers shall deliver to Administrative Agent and Lenders such other financial reports and other information regarding the operations, business affairs and financial condition of Borrowers and the other Credit Parties as Administrative Agent may reasonably request.

8.5 Protected Health Information. All written information, reports, statements and other papers and data furnished by or on behalf of each Borrower and each other Credit Party to Administrative Agent and Lenders shall be furnished by each Borrower and each other Credit Party in material compliance with all Applicable Laws regarding the use and/or disclosure of patient health information, including, but not limited to, regulations, standards and rules promulgated under the HIPAA. Each Borrower and each other Credit Party, agrees not to include or disclose any "protected health information" in any such information, reports, statements and other papers or data furnished by or on behalf of each Borrower and each other Credit Party to Administrative Agent and Lenders and further agrees to indemnify Administrative Agent and each Lender pursuant to Section 11.15 for any Indemnified Liabilities Administrative Agent or any Lender may incur as a result of the provision of any "protected health information," other than any breach by Administrative Agent or such Lender that results from its own gross negligence or willful misconduct.

ARTICLE 9 DEFAULTS AND REMEDIES

9.1 Events of Default. An "Event of Default" shall exist hereunder if any of the following shall occur:

(a) **Payment:** If any Borrower fails to make any payment of principal on the Loans when due, including any overadvance pursuant to Section 2.5, or fails to make any payment of interest when due and such failure shall continue unremedied for a period of two (2) Business Days;

(b) **Other Obligations:** If any Borrower fails to make any payment of fees, Expenses or other monetary obligations (other than as described in Section 9.1(a)), arising out of or incurred in connection with this Agreement and the other Loan Documents on the date any such payment is due and payable, and such failure continues for a period of three (3) Business Days;

(c) **Covenants:** If any Borrower or any other Credit Party:

(i) shall be in violation, breach or default of, or shall fail to perform, observe or comply with any covenant, obligation or agreement set forth in (A) Sections 5.2, 5.4, 5.7, 5.11, 5.14 or 5.16 of this Agreement or (B) Article 6, Article 7 (at such time as written notice thereof is given to Borrowers by Administrative Agent) or Article 8 of this Agreement; or

(ii) shall be in violation, breach or default of, or shall fail to perform, observe or comply with, any other covenant, obligation or agreement in this Agreement or any other Loan Document (other than any such covenant, obligation or agreement described in Sections 9.1(a), 9.1(b), or 9.1(c)(i) above), and such violation, breach, default or failure continues for a period of thirty (30) calendar days after the earlier of (i) the date on which any Authorized Officer of any Borrower or other Credit Party first knew or became aware (or should have known or been aware) of such failure, violation, breach or default, and (ii) the date on which written notice thereof is given to Borrowers by Administrative Agent;

(d) **Representations, Warranties and Information:** If any representation or warranty made, or financial or other information provided, by any Borrower or any other Credit Party or Affiliate thereof in this Agreement and any other Loan Document, or in any report, certificate, financial statement or other instrument, agreement or document that is delivered in connection with the Loan Documents shall be false or misleading in any material respect (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of the date the representation or warranty was made or the financial or other information was provided;

(e) **[Reserved];**

(f) **Other Indebtedness:** If (i) any Borrower or any other Credit Party shall default beyond any grace period in the payment of principal or interest of any Indebtedness of such Credit Party in excess of $100,000 in the aggregate to any Person (other than to the Administrative Agent and Lenders under Section 9.1(a) or (b)), or (ii) any Borrower or any other Credit Party otherwise defaults under the terms of any such Indebtedness and the holder of such Indebtedness accelerates the payment of such Credit Party's obligations thereunder prior to the maturity date or prior to the regularly scheduled date of payment (without regard to the provisions of any intercreditor agreement that would restrict the ability of the holder to so accelerate or exercise any remedies), in the case of (i) or (ii), other than defaults existing prior to the Petition Date or occurring solely as a result of the commencement of the Bankruptcy Cases or resulting from a Permitted Asset Disposition or entry into the Financing Orders;

(g) **Loan Documents Validity and Enforceability**: The validity or enforceability of any Loan Document shall at any time for any reason be declared to be null and void, or a proceeding shall be commenced by any Borrower, any other Credit Party or any Affiliate thereof, or by any Governmental Authority, seeking to establish the invalidity or unenforceability thereof, or any Borrower or any other Credit Party or any Affiliate of any of the foregoing that is a party thereto shall deny that it has any liability or obligation purported to be created under any Loan Document or shall otherwise attempt to rescind any of their obligations under the Loan Documents;

(h) **Loan Documents**: The occurrence of any event identified in any other Loan Document as an Event of Default;

(i) **Liens**: If any Lien in favor of Administrative Agent shall cease to be a valid, enforceable First Priority Lien or if any Borrower, any Credit Party, any Affiliate of any of the foregoing or any Governmental Authority shall assert any of the foregoing;

(j) **Deposit Account Agreement Instructions**: If (i) any instruction or agreement relating to any Lockbox Account, or any related depository account is amended or terminated without the written consent of Administrative Agent, (ii) any Credit Party instructs or gives any notice to a Deposit Account Bank to cause amounts on deposit in any Lockbox Account to be transferred or disposed of other than as required under Section 2.4, (iii) any Borrower fails to forward any Collections to the applicable Lockbox Account as required under Section 2.4, (iv) any Borrower directs any Account Debtor to make a payment in respect of any Account to any place or deposit account other than the applicable Lockbox Account as required under Section 2.4, or (v) any Borrower fails to remit any other Collections it receives to the Concentration Account in the time period provided under Section 2.4;

(k) **Healthcare Laws and Healthcare Authorizations**: If any of the following shall occur:

(i) any Healthcare Authorizations of any Borrower or any other Credit Party necessary for the operation of any Healthcare Facility in all material respects as presently operated shall be revoked, fail to be renewed, restricted, suspended or terminated;

(ii) any Borrower or any other Credit Party shall fail to be eligible for any reason to participate in any Government Reimbursement Program or to accept assignments or rights to reimbursement thereunder;

(iii) any Non-Government Payor shall terminate, revoke or fail to renew any Borrower's or any other Credit Party's right to participate in any program that provides reimbursement for Healthcare Services, and such termination, revocation or failure to renew has or could reasonably be expected to have a Material Adverse Effect;

(iv) any Credit Party or any Authorized Officer shall have been found guilty of an act of fraud or shall have been indicted for or convicted of a felony crime that relates to any Healthcare Services, any Government Reimbursement Program or any other reimbursement program with a Third-Party Payor; or

(v) If any Credit Party is found to have been overpaid by a Government Account Debtor by more than $1,000,000 (individually or the aggregate) during any period covered by an audit conducted by such Government Account Debtor, and such overpayment is not repaid within 30 days of its due date or subject to an extended repayment plan or similar

agreement with a Governmental Authority, unless the same is being contested in good faith and reserved for in a manner reasonably acceptable to the Administrative Agent;

(l) **Material Contracts**: If (i) a default or event of default shall occur under any Material Contract, any Asset Sale Document or any Lease Agreement that has not been cured within the time period set forth therein, or (ii) the termination of any Material Contract or any Lease Agreement;

(m) **Change of Control**: If any Change of Control shall occur;

(n) **Judgments**: If one or more judgments, orders, or awards for the payment of money involving an aggregate amount of $250,000, or more (except to the extent fully covered by insurance pursuant to which the insurer has not denied coverage) is entered or filed against any Borrower or any other Credit Party, or with respect to any of their respective assets, and either (a) there is a period of thirty (30) consecutive days at any time after the entry of any such judgment, order, or award following obtaining relief from the automatic stay during which (1) the same is not discharged, satisfied, vacated, or bonded pending appeal, or (2) a stay of enforcement thereof is not in effect, or (b) enforcement proceedings are commenced upon such judgment, order, or award;

(o) **Material Adverse Change**: If any material adverse change occurs in the Collateral, business, property, assets, prospects, operations or condition, financial or otherwise of any Borrower or any other Credit Party, or the occurrence of any other event which has or would have a Material Adverse Effect;

(p) **Admissions Default**: Any Governmental Authority ceases to permit new patients to be admitted to any Healthcare Facility other than in connection with the Seton Cash Burn Elimination Plan or Permitted Asset Dispositions; or

(q) **Bankruptcy Defaults**:

(i) if (i) any of the Bankruptcy Cases is converted to a case under Chapter 7 of the Bankruptcy Code, or (ii) any of the Bankruptcy Cases is dismissed, or (iii) any Credit Party shall file a motion or other pleading seeking the dismissal of the Bankruptcy Cases under Section 1112 of the Bankruptcy Code or otherwise or the conversion of the Bankruptcy Cases to Chapter 7 of the Bankruptcy Code;

(ii) if a Chapter 11 trustee, receiver or an examiner with enlarged powers relating to the operations of the Borrowers' business (beyond those set forth under Sections 1106(a)(3) and (4) of the Bankruptcy Code) is appointed pursuant to Section 1104 of the Bankruptcy Code in any of the Bankruptcy Cases;

(iii) except with respect to the Carve-Out, the existence of any claims or charges, or the entry of any order of the Bankruptcy Court authorizing any claims or charges entitled to any super-priority administrative expense claim status or any Lien that is *pari passu* with or senior to those of Administrative Agent and the Lenders is granted to any Person other than Administrative Agent;

(iv) the entry of any order by the Bankruptcy Court granting, or the filing by any Credit Party or any of its Subsidiaries of any motion or other request with the Bankruptcy Court (in each case, other than the Financing Orders and motions seeking entry thereof or permitted amendments or modifications thereto) seeking, authority to use any cash proceeds of any of the Collateral without the Administrative Agent's consent or to obtain any financing under

Section 364 of the Bankruptcy Code, in each case, other than as permitted by the Loan Documents or the Financing Orders

(v) if any Credit Party shall file a motion seeking, or the Bankruptcy Court shall enter an order granting, relief from or modifying the automatic stay of Section 362 of the Bankruptcy Code (A) to allow any creditor (other than the Administrative Agent) to execute upon or enforce a Lien on any Collateral having a value in excess of $50,000, (B) approving any settlement or other stipulation not approved by the Administrative Agent with any secured creditor of any Credit Party providing for payments as adequate protection or otherwise to such secured creditor, (C) with respect to any Lien of or the granting of any Lien on any Collateral to any federal, state or local environmental or regulatory agency or authority, which in either case involves a claim of $100,000 or more or (D) permit other actions not permitted hereunder that could reasonably be expected to have a Material Adverse Effect;

(vi) if any Borrower's or Guarantor's Board of Directors (or other governing body) shall authorize the liquidation of such Borrower's or Guarantor's business pursuant to one or more Section 363 sales or otherwise, or shall file any motion under Section 363 of the Bankruptcy Code, other than pursuant to the Asset Sale Documents, or as otherwise consented to in writing by Administrative Agent and the Required Lenders, other than the Seton Cash Burn Elimination Plan;

(vii) if any Borrower or Guarantor shall fail to comply with or perform any of the terms, conditions, covenants or other obligations under the Interim Order, the Final Order or any Asset Sale Order or to perform in any material respect its obligations under any order of the Bankruptcy Court approving bidding procedures;

(viii) the failure of the Closing Date to occur within three (3) Business Days after entry of the Interim Order without the prior written consent of Administrative Agent;

(ix) if the Final Order has not been entered within thirty (30) days after the date the Interim Order is entered without the prior written consent of Administrative Agent;

(x) if the Borrowers fail to achieve any Reorganization Milestones as and when required, except as otherwise consented to in writing by Administrative Agent;

(xi) except in connection with any Asset Sale, any assumption or rejection of any executory contract without the prior written consent of Administrative Agent;

(xii) (A) the amendment, modification, reversal, revocation, issuance of a stay or order to vacate or supplement the Interim Order, the Final Order, any Asset Sale Order or any other order of the Bankruptcy Court affecting this Agreement, any other Loan Document, any Asset Sale or the transactions contemplated hereby or thereby, in each case, in any manner not acceptable to Administrative Agent and the Required Lenders, (B) the filing of a motion by a Credit Party for reconsideration with respect to the Interim Order, the Final Order or the Cash Management Order, (C) the Interim Order, the Final Order or the cash management order, as applicable, shall otherwise not be in full force and effect or (D) the termination of any Asset Purchase Agreement by the applicable Buyer;

(xiii) if the Confirmation Order shall fail to provide for the payment in full, in cash of all Obligations on or before the Reorganization Effective Date;

(xiv) the circulation or distribution by or on behalf of the Borrowers of any plan of reorganization and/or disclosure statement, or draft thereof (or term sheet or similar indicative statements of terms thereof) that does not provide for repayment in full in cash of all Obligations before or at the Reorganization Effective Date;

(xv) if (A) any Plan Documentation is executed, filed, delivered, or any confirmation order is entered which is not acceptable to the Administrative Agent in its sole discretion or does not provide for repayment in full in cash of all Obligations before or at the Reorganization Effective Date or any of the Credit Parties or their Subsidiaries shall seek, support or fail to contest in good faith the filing or confirmation of any such plan or entry of any such order, (B) the entry of any order terminating any Credit Party's exclusive right to file a plan of reorganization, or (C) the expiration of any Credit Party's exclusive right to file a plan of reorganization;

(xvi) the failure of the Bankruptcy Court to approve any Asset Sale Bid Procedure Order or the Consolidated Sale Motion within thirty (30) days of the filing of the applicable Asset Sale Bid Procedure Order or Consolidated Sale Motion, respectively;

(xvii) if there is a stay or injunction of the Confirmation Order in effect precluding the consummation of the transactions contemplated thereby;

(xviii) the bringing of a motion, taking of any action or the filing of any plan of reorganization or disclosure statement attendant thereto by any of the Credit Parties or any Subsidiary, or any Person claiming by or through any Credit Party or any Subsidiary, in the Bankruptcy Cases: (A) to obtain additional financing under Section 364(c) or Section 364(d) of the Bankruptcy Code not otherwise permitted pursuant to this Agreement; (B) to grant any Lien other than Permitted Liens upon or affecting any Collateral; (C) except as provided in the Interim Order or Final Order or permitted hereunder, as the case may be, to use "cash collateral" of Administrative Agent and the Lender under Section 363(c) of the Bankruptcy Code without the prior written consent of the Administrative Agent; or (D) any other action or actions materially adverse to the Administrative Agent and Lenders or their rights and remedies hereunder, under any other Loan Documents, or their interest in the Collateral, other than as provided in the Financing Orders;

(xix) the payment of, or application for authority to pay, any prepetition claim (including by defeasance) without the Administrative Agent's prior written consent unless in accordance with the Budget or as contemplated by the Financing Orders;

(xx) the allowance of any claim or claims under Section 506(c) of the Bankruptcy Code or otherwise against the Administrative Agent, any Lender or any of the Collateral in excess of $100,000;

(xxi) the commencement of a suit or an action (but not including a motion for standing to commence a suit or an action) against either the Administrative Agent or any Lender by a Credit Party and, as to any suit or action brought by any Person other than an Credit Party or a Subsidiary or a Credit Party, officer or employee of a Credit Party, the continuation thereof without dismissal for sixty (60) days after service thereof on either the Administrative Agent or such Lender, that asserts or seeks by or on behalf of a Credit Party, any state of federal environmental protection or health and safety agency, any official committee in any Bankruptcy Case or any other party in interest in any of the Bankruptcy Cases, a claim or any legal or equitable remedy that would (x) have the effect of invalidating, subordinating or challenging

any or all of the Obligations or Liens of the Administrative Agent or any Lender under the Loan Documents to any other claim, or (y) have a material adverse effect on the rights and remedies of the Administrative Agent or any Lender or the collectability of all or any portion of the Obligations;

(xxii) the entry of an order in the Bankruptcy Cases avoiding or permitting recovery of any portion of the payments made on account of the Obligations;

(xxiii) the Financing Orders shall cease to create a valid and perfected Lien on the Collateral as contemplated therein or to be in full force and effect, shall have been reversed, modified, amended, stayed, vacated, or subject to stay pending appeal, in the case of modification or amendment, without the prior written consent of the Administrative Agent;

(xxiv) an order in the Bankruptcy Cases shall be entered charging any of the Collateral in an amount greater than $100,000 under Section 506(c) of the Bankruptcy Code against the Administrative Agent or any Lender, or the commencement of other actions that is materially adverse to the Administrative Agent, the Lenders or their respective rights and remedies under the Loan Documents in any of the Bankruptcy Cases or inconsistent with any of the Loan Documents, except as provided in the Financing Orders with respect to the Carve-Out;

(xxv) if the Final Order does not include a waiver, in form and substance satisfactory to the Administrative Agent, of the right to surcharge the Collateral under Section 506(c) of the Bankruptcy Code;

(xxvi) an order of the Bankruptcy Court shall be entered denying or terminating use of cash collateral by the Credit Parties;

(xxvii) an order materially adversely impacting the rights and interests of the Administrative Agent and the Lenders, as determined by the Administrative Agent in its reasonable discretion, shall have been entered by the Bankruptcy Court or any other court of competent jurisdiction;

(xxviii) any Credit Party shall challenge, support or encourage a challenge of any payments made to the Administrative Agent or any Lender with respect to the Obligations, or without the consent of the Administrative Agent, the filing of any motion by the Credit Parties seeking approval of (or the entry of an order by the Bankruptcy Court approving) adequate protection to any prepetition agent or lender that is inconsistent with the Financing Orders;

(xxix) if, unless otherwise approved by the Administrative Agent, an order of the Bankruptcy Court shall be entered providing for a change in venue with respect to the Bankruptcy Cases and such order shall not be reversed or vacated within ten (10) days;

(xxx) without the Administrative Agent's consent, any Credit Party or any Subsidiary thereof shall file any motion or other request with the Bankruptcy Court seeking (A) to grant or impose, under Section 364 of the Bankruptcy Code or otherwise, liens or security interests in any DIP Collateral (as defined in the Financing Orders), whether senior, equal or subordinate to the Administrative Agent's and Lenders' liens and security interests other than as permitted hereunder; or (B) to modify or affect in any material respect any of the rights of the Administrative Agent or the Lenders under the Financing Orders, the Loan Documents, and related documents by any plan of reorganization confirmed in the Bankruptcy Cases or subsequent order entered in the Bankruptcy Cases; or

(xxxi) any Credit Party or any Subsidiary thereof shall take any action in support of any matter prohibited by this Section 9.1(r) or any other Person shall do so and such application is not contested in good faith by the Credit Parties and the relief requested is granted in an order that is not stayed pending appeal.

9.2 Remedies. Notwithstanding the provisions of Section 362 of the Bankruptcy Code, if any Event of Default occurs and is continuing, Administrative Agent shall have the right in its sole discretion (or at the discretion of the Required Lenders) to take any or all of the following actions:

(a) declare the commitment of the Lenders to make Loans to be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by any Borrower;

(c) reduce the advance rates in respect of Eligible Accounts or take additional reserves against or otherwise modify the Borrowing Base; and

(d) exercise all rights and remedies available to Administrative Agent and the Lenders under the Loan Documents, including any right of set-off under Section 11.21, or under the UCC or any other Applicable Law;

provided, however, that upon the occurrence of an Event of Default described in Section 9.1(r), the obligation of Lenders to make Loans shall automatically terminate, the unpaid principal amount of all outstanding Loans and other Obligations and all interest and other amounts as aforesaid shall automatically become due and payable without further act of Administrative Agent or any Lender.

9.3 Application of Payments.

(a) So long as no Event of Default has occurred and is continuing, all proceeds of any repayment, including any prepayments of the Loans, shall be applied by Administrative Agent in the following order of priority:

FIRST, to fees, Expenses and any other amounts then due and owing under the Loan Documents;

SECOND, to accrued and unpaid interest on the Loans of each Lender, ratably among them in accordance with their Pro Rata Shares; and

THIRD, to principal on the Loans of each Lender, ratably among them in accordance with their Pro Rata Shares.

(b) Notwithstanding any other provisions of this Agreement to the contrary, upon the occurrence and during the continuance of an Event of Default (or after the Loans and all other Obligations under the Loan Documents have otherwise become due and payable in accordance with the terms of Section 9.2), all amounts collected or received by Administrative Agent and any Lender on account of the Obligations or any other amounts outstanding under any of the Loan Documents or in respect of the Collateral or any disposition of the Collateral shall be applied as follows (and each Borrower irrevocably waives the right to direct the application of any such amounts in any other manner):

FIRST, to the payment of all fees, costs, Expenses and indemnities of Administrative Agent and any Protective Advances made by Administrative Agent pursuant to the terms of the Loan Documents;

SECOND, to payment of that portion of the Obligations constituting fees, costs, Expenses and indemnities of the Lenders as provided herein, ratably among them in accordance with their Pro Rata Shares;

THIRD, to the payment of all of the Obligations consisting of accrued and unpaid interest owing to the Lenders, ratably among them in accordance with their Pro Rata Shares;

FOURTH, to the payment on a pari passu basis of (1) all Obligations consisting of unpaid principal on the Loans, ratably among the Lenders in accordance with their Pro Rata Shares and (2) any amounts due under any Approved Cash Management Obligations;

FIFTH, to all other Obligations which shall have become due and payable under the Loan Documents or otherwise and not repaid pursuant to clauses "FIRST" through "FOURTH" above; and

SIXTH, to the payment of the surplus, if any, to Borrowers or whoever else may be lawfully entitled to receive such surplus.

In carrying out the foregoing, amounts received shall be applied in the numerical order provided above until exhausted prior to application to the next succeeding category.

9.4 Rights to Appoint Receiver. Without limiting and in addition to any other rights, options and remedies Administrative Agent and Lenders have hereunder, the other Loan Documents, the UCC, at law or in equity, upon the occurrence and continuation of an Event of Default or the acceleration of the Loans pursuant to Section 9.2, Administrative Agent shall have the right to apply for and have a receiver appointed by a court of competent jurisdiction to enforce the rights and remedies of the Administrative Agent and the Lenders in order to manage, protect, preserve, sell or dispose the Collateral and continue the operation of the business of Borrowers and the Credit Parties and to collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership including the compensation of the receiver and to the payments as aforesaid until a sale or other disposition of such Collateral shall be finally made and consummated. EACH BORROWER AND EACH OTHER CREDIT PARTY HEREBY IRREVOCABLY CONSENTS TO AND WAIVES ANY RIGHT TO OBJECT TO OR OTHERWISE CONTEST THE APPOINTMENT OF RECEIVER AS PROVIDED ABOVE. EACH BORROWER AND EACH OTHER CREDIT PARTY (I) GRANTS SUCH WAIVER AND CONSENT KNOWINGLY AFTER HAVING DISCUSSED THE IMPLICATIONS THEREOF WITH COUNSEL, (II) ACKNOWLEDGES THAT (A) THE UNCONTESTED RIGHT TO HAVE A RECEIVER APPOINTED FOR THE FOREGOING PURPOSES IS CONSIDERED ESSENTIAL BY THE ADMINISTRATIVE AGENT AND LENDERS IN CONNECTION WITH THE ENFORCEMENT OF ITS RIGHTS AND REMEDIES HEREUNDER AND THE OTHER LOAN DOCUMENTS, AND (B) THE AVAILABILITY OF SUCH APPOINTMENT AS A REMEDY UNDER THE FOREGOING CIRCUMSTANCES WAS A MATERIAL FACTOR IN INDUCING ADMINISTRATIVE AGENT AND LENDERS TO MAKE THE LOANS; AND (III) AGREES TO ENTER INTO ANY AND ALL STIPULATIONS IN ANY LEGAL ACTIONS, OR AGREEMENTS OR OTHER INSTRUMENTS IN CONNECTION WITH THE FOREGOING AND TO COOPERATE FULLY WITH ADMINISTRATIVE AGENT AND LENDERS IN CONNECTION WITH THE ASSUMPTION AND EXERCISE OF CONTROL BY THE RECEIVER

OVER ALL OR ANY PORTION OF THE COLLATERAL, THE HEALTHCARE FACILITIES OR ANY OTHER PROPERTY OF ANY BORROWER OR ANY OTHER CREDIT PARTY.

9.5 Remedies Cumulative. Upon the occurrence of an Event of Default, all or any one or more of the rights, powers, privileges and other remedies available to Administrative Agent or any Lender against any Borrower or any of the other Credit Parties under the Loan Documents or at law or in equity may be exercised by Administrative Agent at any time and from time to time, whether or not all or any of the Obligations shall be declared, or be automatically, due and payable, and whether or not Administrative Agent shall have commenced any foreclosure proceeding or other action for the enforcement of its rights and remedies under any of the Loan Documents. Any such actions taken by Administrative Agent shall be cumulative and concurrent and may be pursued independently, singly, successively, together or otherwise, at such time and in such order as Administrative Agent may determine in its discretion, to the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of Administrative Agent and Lenders permitted by law, equity or contract or as set forth in the Loan Documents. Without limiting the generality of the foregoing, each Borrower agrees that if an Event of Default is continuing, (i) to the extent permitted by Applicable Law, Administrative Agent is not subject to any "one action" or "election of remedies" law or rule, and (ii) all Liens and other rights, remedies or privileges provided to Administrative Agent and Lenders shall remain in full force and effect until Administrative Agent has exhausted all of its remedies against the Collateral, the Collateral has been sold and/or otherwise realized upon in satisfaction of the Obligations or the Obligations have been paid in full. No delay or omission to exercise any remedy, right or power accruing upon an Event of Default, or the granting of any indulgence or compromise by Administrative Agent or any Lender shall impair any such remedy, right or power hereunder or be construed as a waiver thereof, but any such remedy, right or power may be exercised from time to time and as often as may be deemed expedient. Any suspension or waiver by Administrative Agent or Lenders, as applicable, of a Default or Event of Default shall not suspend, waive or affect any other Default or Event of Default, whether the same is prior or subsequent thereto and whether of the same or of a different kind or character.

9.6 Severance. Administrative Agent shall have the right from time to time to sever this Agreement, any Revolving Notes, and the other Loan Documents into one or more separate notes, mortgages and other security documents in such denominations and priorities of payment and Liens as Administrative Agent shall determine in its discretion for purposes of evidencing and enforcing the rights and remedies of the Administrative Agent and the other Lenders hereunder. Each Credit Party shall execute and deliver to Administrative Agent from time to time, promptly after the request of Administrative Agent, a severance agreement and such other documents as Administrative Agent shall request in order to effect the severance described in the preceding sentence, all in form and substance reasonably satisfactory to Administrative Agent. Each Credit Party hereby absolutely and irrevocably appoints Administrative Agent as its true and lawful attorney, coupled with an interest, in its name and stead to make and execute all documents necessary or desirable to effect such severance, each Credit Party ratifying all that such attorney shall do by virtue thereof.

9.7 Administrative Agent's Right to Perform. If any Borrower or any other Credit Party fails to perform any covenant or obligation contained herein and such failure shall continue for a period of five (5) Business Days after any Borrower's or any other Credit Party's receipt of written notice thereof from Administrative Agent, without in any way limiting Administrative Agent's and Lenders' right to exercise any of their rights, powers or remedies as provided hereunder, or under any of the other Loan Documents, Administrative Agent may, but shall have no obligation to, perform, or cause performance of, such covenant or obligation, and all costs, expenses, liabilities, penalties and fines of Administrative Agent incurred or paid in connection therewith shall be payable by Borrowers to Administrative Agent upon demand and if not paid shall be added to the Obligations, shall be secured by the Collateral and shall

bear interest thereafter at the Default Rate. Notwithstanding the foregoing, Administrative Agent shall have no obligation to send notice to Borrower Representative or any Credit Party of any such failure.

9.8 License. Administrative Agent, on behalf of itself and the Lenders, is hereby granted an irrevocable, non-exclusive license or other right to use, license or sub-license (without payment of royalty or other compensation to any Person) any or all Intellectual Property of any Borrower or any other Credit Party, computer hardware and software, trade secrets, brochures, customer lists, promotional and advertising materials, labels, packaging materials and other property, in advertising for sale, marketing, selling, collecting, completing manufacture of, or otherwise exercising any rights or remedies with respect to, any Collateral. Each Credit Party's rights and interests under Intellectual Property shall inure to Administrative Agent's and Lenders' benefit.

9.9 Injunctive Relief. Each Borrower and each other Credit Party acknowledges and agrees that if any Borrower or other Credit Party fails to perform any covenant or obligation contained herein or under any of the other Loan Documents, Administrative Agent and Lenders may have no adequate remedy in monetary damages and, accordingly, shall be entitled to an injunction, (including a temporary restraining order, preliminary injunction, writ of attachment or order compelling performance) against such non-performance, including maintaining the procedure set forth in this Agreement with respect to Collections. Neither Administrative Agent nor Lenders shall be deemed to have waived any other legal or equitable remedies hereunder, the other Loan Documents or at law if Administrative Agent and Lenders shall seek injunctive relief under this Section 9.9. Each Borrower waives any requirement for the posting of a bond or other security by Administrative Agent and Lenders in connection with any such injunctive relief.

9.10 Collection of Accounts. Subject to Applicable Law regarding Government Account Debtors, Administrative Agent may, at any time and from time to time after the occurrence and during the continuance of an Event of Default, whether before or after notification to any Account Debtor and whether before or after the maturity of any of the Obligations, (i) enforce collection of any Accounts of any Credit Party or other amounts owed to any Credit Party by suit or otherwise; (ii) exercise all of any Credit Party's rights and remedies with respect to proceedings brought to collect any Accounts or other amounts owed to such Credit Party; (iii) surrender, release or exchange all or any part of any Accounts or other amounts owed to any Credit Party, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder; (iv) sell or assign any Account of any Credit Party or other amount owed to any Credit Party upon such terms, for such amount and at such time or times as Administrative Agent deems advisable; (v) prepare, file and sign any Credit Party's name on any proof of claim in bankruptcy or other similar document against any Account Debtor or other Person obligated to any Credit Party; and (vi) do all other acts and things which are necessary, in Administrative Agent's sole discretion, to fulfill any Credit Party's obligations under this Agreement and the other Loan Documents and to allow Administrative Agent to collect the Accounts or other amounts owed to any Credit Party. In addition to any other provision hereof, Administrative Agent may at any time, after the occurrence and during the continuance of an Event of Default, at Borrowers' expense, notify Account Debtors (subject to Applicable Law regarding Government Account Debtors) to make payment directly to Administrative Agent of any amounts due or to become due thereunder (and once such notice has been given to an Account Debtor, no Credit Party shall give any contrary instructions to such Account Debtor during the continuance of an Event of Default without Administrative Agent's prior written consent).

9.11 Assistance and Cooperation. Each Credit Party agrees to assist and cooperate with Administrative Agent, and take any action which Administrative Agent may reasonably request or require of such Credit Party, in order to enable Administrative Agent and Lenders to obtain and enjoy the full rights and benefits granted to Administrative Agent and Lenders by the Credit Parties under this Agreement and the other Loan Documents, including specifically, at the cost and expense of Borrowers,

the use of their commercially reasonable efforts to assist in obtaining approval of any Governmental Authority for any transaction or action contemplated thereunder which is necessary under any Law or Contractual Obligation, and specifically, without limitation, the preparation, execution and filing with any such Person of any application for consent to assignment of Governmental Authorizations or otherwise.

9.12 Terminated Use of Cash Collateral. Without limitation of any of the remedies set forth in this Agreement and the other Loan Documents, upon the occurrence and during the continuance of any Event of Default, or upon the occurrence of the Revolving Loan Termination Date, no Borrower or Guarantor shall have any right to use any cash collateral (as defined in Section 363(a) of the Bankruptcy Code) in which Administrative Agent or the Lenders has an interest other than amounts used for purposes and in a manner otherwise permitted by this Agreement and held in operating accounts subject to "springing" deposit account control agreements in favor of Administrative Agent for which Administrative Agent has not given a notice of exclusive control or similar blocking notice.

9.13 Lift of Automatic Stay. Subject to the Financing Orders, if any Event of Default then exists, the automatic stay shall be modified or vacated to permit Administrative Agent and the Lenders to exercise all rights and remedies under this Agreement, the other Loan Documents or Applicable Law, without notice, application or motion, hearing before, or order of the Bankruptcy Court.

ARTICLE 10 PARTICIPATIONS AND ASSIGNMENTS

10.1 Participations and Assignments.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Credit Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender, and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of paragraph (b) of this Section, (ii) by way of participation in accordance with the provisions of paragraph (d) of this Section, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of paragraph (e) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby and Participants to the extent provided in paragraph (d) of this Section) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Any Lender may at any time assign to one or more assignees (any such assignee, an "*Assignee*") all or any portion of such Lender's Pro Rata Share of the Revolving Commitment, the Loans and its other rights and obligations hereunder, with the prior written consent of Administrative Agent, Swingline Lender and, so long as no Default or Event of Default has occurred and is continuing, with the prior written consent of Borrowers (all of which consents shall not be unreasonably withheld, conditioned or delayed and shall not be required for an assignment by a Lender to another Lender or an Affiliate of a Lender). Except as Administrative Agent may otherwise agree, any such assignment shall be in a minimum aggregate amount equal to $5,000,000 or, if less, the remaining Revolving Commitment and Loans held by the assigning Lender. Borrowers and Administrative Agent shall be entitled to continue to deal solely and directly with such assigning Lender in connection with the interests so assigned to an Assignee until Administrative Agent shall have received an Assignment Agreement executed, delivered and fully completed by the applicable parties thereto and a processing fee paid by such applicable parties of $3,500.00. No assignment hereunder shall be permitted if to any Ineligible Assignee. Any attempted assignment not made in accordance with this Section 10.1(b) shall be treated as the sale of a participation under Section 10.1(d).

(c) From and after the date on which the conditions described in Section 10.1(b) above have been met, (i) such Assignee shall be deemed automatically to have become a party hereto and, to the extent that rights and obligations hereunder have been assigned to such Assignee pursuant to such Assignment Agreement, shall have the rights and obligations of a Lender hereunder, and (ii) the assigning Lender, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment Agreement, shall be released from its rights (other than its indemnification rights) and obligations hereunder. Upon the request of the Assignee (and, as applicable, the assigning Lender) pursuant to an effective Assignment Agreement, Borrowers shall execute and deliver to Administrative Agent for delivery to the Assignee (and, as applicable, the assigning Lender) a Revolving Note in the principal amount of the Assignee's Revolving Commitment (and, as applicable, a Revolving Note in the principal amount of the Revolving Commitment retained by the assigning Lender). Each such Revolving Note shall be dated the effective date of such assignment. Upon receipt by the assigning Lender of such Revolving Note, the assigning Lender shall return to Borrowers any prior Revolving Note held by it.

(d) Any Lender may at any time (without any required consent) sell to one or more Persons (other than a Person that is an Ineligible Assignee) participating interests in its respective Revolving Commitment and Loans or other interests hereunder (any such Person, a "***Participant***"). In the event of a sale by a Lender of a participating interest to a Participant, (a) such Lender's obligations hereunder shall remain unchanged for all purposes, (b) Administrative Agent and Borrowers shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations hereunder and (c) all amounts payable by Borrowers shall be determined as if such Lender had not sold such participation and shall be paid directly to such Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "***Participant Register***"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. No Participant shall have any direct or indirect voting rights hereunder except with respect to any event described in Section 11.4 expressly requiring the unanimous vote of all Lenders or, as applicable, all affected Lenders. Each Lender agrees to incorporate the requirements of the preceding sentence into each participation agreement which such Lender enters into with any Participant. Each Borrower agrees that if amounts outstanding hereunder are due and payable (as a result of acceleration or otherwise), each Participant shall be deemed to have the right of set-off in respect of its participating interest in amounts owing hereunder to the same extent as if the amount of its participating interest were owing directly to it as a Lender hereunder; provided that such right of set-off shall be subject to the obligation of each Participant to share with Lenders, and Lenders agree to share with each Participant, as provided in Section 11.21. Each Borrower agrees that each Participant shall be entitled to the benefits of Section 2.15 as if it were a Lender (provided that on the date of the participation no Participant shall be entitled to any greater compensation pursuant to Section 2.15 than would have been paid to the participating Lender on such date if no participation had been sold and that each Participant complies with Section 2.15 as if it were an Assignee).

(e) Notwithstanding anything to the contrary set forth herein, any Lender may at any time pledge or assign a security interest in all or any portion of its rights hereunder and applicable Revolving Note to secure obligations of such Lender, including any pledge or assignment to secure obligations to any Federal Reserve Bank (including as collateral security pursuant to Regulation A and any Operating Circular issued by such Federal Reserve Bank), and such Loans and Revolving Note(s) shall be fully transferable as provided therein, and this Section 10.1 shall not apply to any such pledge or

assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(f) Administrative Agent will maintain a copy of each Assignment Agreement delivered and accepted by it and register (the "*Register*") for the recordation of names and addresses of Lenders, the Pro Rata Share of each Lender and the portion of the Revolving Commitment and the Loans of each Lender and whether such Lender is the original Lender or the Assignee. All records of transfer of a Lender's interest in the Register shall be conclusive, absent manifest error, as to the ownership of the interests in such Revolving Commitment and the Loans. Administrative Agent shall not incur any liability of any kind with respect to any Lender with respect to the maintenance of the Register or for any failure to ensure that any assignment is made in accordance with the terms hereof. Upon the reasonable written request of Borrower Representative, Administrative Agent will furnish a copy of the Register to Borrower Representative or another Borrower (at the cost, if any, to Borrowers).

ARTICLE 11 MISCELLANEOUS

11.1 Financial Advisors. Each Borrower (except for Cain Brothers and Berkley Research Group, LLC) shall indemnify and hold Administrative Agent and Lenders harmless from and against any and all claims, liabilities, costs and expenses (including the reasonable fees and disbursements of legal counsel for Administrative Agent and Lenders, including the reasonable charges of internal legal counsel, whether incurred in connection with enforcing this indemnity or defending claims of third parties) of any kind in any way relating to or arising from a claim by any Person that such Person acted on behalf of such Borrower in connection with the transactions contemplated herein.

11.2 Administrative Agent's Discretion. Whenever pursuant to this Agreement or any other Loan Document, Administrative Agent exercises any right given to it to approve or disapprove, or consent or withhold consent, or any arrangement or term is to be satisfactory to Administrative Agent or is to be in Administrative Agent's discretion, the decision of Administrative Agent to approve or disapprove, to consent or withhold consent, or to decide whether arrangements or terms are satisfactory or not satisfactory, or acceptable or unacceptable or in Administrative Agent's discretion shall (except as is otherwise specifically herein provided) be in the sole discretion of Administrative Agent (unless another standard is specified herein, in which event such other standard shall be applied) and shall be final and conclusive.

11.3 Governing Law.

(a) IN ALL RESPECTS, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THE OBLIGATIONS ARISING HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH BORROWER AND EACH OTHER CREDIT PARTY HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AND THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

(b) EACH PARTY HERETO HEREBY CONSENTS AND AGREES THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION (OR IF THE BANKRUPTCY COURT DOES NOT HAVE JURISDICTION, ANY FEDERAL OR STATE COURT OF COMPETENT

JURISDICTION LOCATED IN NEW YORK, NEW YORK) TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN THE PARTIES HERETO, ON THE ONE HAND, AND ADMINISTRATIVE AGENT OR ANY LENDER, ON THE OTHER HAND, PERTAINING TO THE AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR TO ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS; PROVIDED THAT EACH PARTY ACKNOWLEDGES THAT ANY APPEALS FROM THE BANKRUPTCY COURT MAY HAVE TO BE HEARD BY A COURT OTHER THAN THE BANKRUPTCY COURT; PROVIDED, FURTHER, THAT NOTHING IN THE AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE ADMINISTRATIVE AGENT OR ANY LENDER FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF ADMINISTRATIVE AGENT OR ANY LENDER. EACH PARTY HERETO EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND EACH PARTY HEREBY WAIVES ANY OBJECTION THAT SUCH PARTY MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS, AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT.

11.4 Modification, Waiver in Writing.

(a) **No Deemed Consent.** Administrative Agent's or Lenders' failure, at any time or times hereafter, to require strict performance by Borrowers or other Credit Parties of any provision of this Agreement shall not waive, affect or diminish any right of Administrative Agent or Lenders thereafter to demand strict compliance and performance therewith. In particular, and not by way of limitation, by accepting payment after the due date of any amount payable under any Loan Document, neither Administrative Agent nor any Lender shall be deemed to have waived any right either to require prompt payment when due of all other amounts due under the Loan Documents, or to declare an Event of Default for failure to effect prompt payment of any such other amount. None of the undertakings, agreements, warranties, covenants and representations of Borrowers and the other Credit Parties contained in this Agreement or any of the other Loan Documents and no Default or Event of Default shall be deemed to have been suspended or waived by Administrative Agent and Lenders unless such suspension or waiver is in writing signed by an officer of Administrative Agent and Required Lenders, and directed to Borrower specifying such suspension or waiver.

(b) **Amendments, Consents and Waivers Generally.** Except as otherwise expressly provided in this Agreement, (i) any consent or approval required or permitted by this Agreement or in any Loan Document to be given by the Lenders may be given, (ii) any term of this Agreement or of any other Loan Document may be amended, (iii) the performance or observance by the Borrower or any other Credit Party of any terms of this Agreement or any other Loan Document may be waived, and (iv) the continuance of any Default or Event of Default may be waived (either generally or in a particular instance and either retroactively or prospectively) with, but only with, the written consent of the Required Lenders (or the Administrative Agent at the written direction of the Required Lenders), and, in the case of an amendment to any Loan Document, the written consent of each Credit Party which is party thereto, provided that no such amendment, modification or waiver or consent shall:.

(i) extend or increase the Revolving Commitment of any Lender without the written consent of such Lender;

(ii) extend any date scheduled for the payment of principal or interest without the written consent of each Lender directly affected thereby;

(iii) extend the Revolving Loan Termination Date without the written consent of all Lenders;

(iv) reduce the principal amount of the Loans, the rate of interest thereon (including applicable margins and interest rate floors) or any fees payable hereunder, without the consent of each Lender directly affected thereby (except for any periodic adjustments of interest rates and fees as provided for in this Agreement or any right to waive the Default Rate);

(v) release any Borrower or any Guarantor from its obligations hereunder or under any Guaranty;

(vi) release all or substantially all of the Collateral granted hereunder or under any of the Loan Documents (except as otherwise specifically permitted or provided in this Agreement);

(vii) change the payment application waterfall in Section 9.3, the definition of Required Lenders, any provision of this Section 11.4 or reduce the aggregate Pro Rata Share required to effect an amendment, modification, waiver or consent, without, in each case, the written consent of all Lenders; or

(viii) provide, or otherwise permit, the subordination of any Loan, or authorize Administrative Agent to subordinate its Lien in all or substantially all of the Collateral to a third party (except as otherwise specifically permitted or provided in this Agreement) without the written consent of each Lender.

(c) **Administrative Agent Consent.** This Agreement or any Loan Document may be amended or waived pursuant to an agreement in writing entered into by the Administrative Agent and the Borrower or other applicable Credit Parties (without the consent of any Lender) (1) to cure a defect or error, (2) to grant a new Lien for the benefit of the Administrative Agent and the Lenders or extend an existing Lien over additional property or (3) to make modifications required under Applicable Law that are not materially adverse to the Lenders. No provision of Article 12 or other provision of this Agreement affecting Administrative Agent as such shall be amended, modified or waived without the prior written consent of Administrative Agent. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that the Revolving Commitment of such Lender may not be increased or extended without the consent of such Defaulting Lender.

(d) **Swingline Lender Consent.** No amendment, waiver or consent shall, unless in writing and signed by the Swingline Lender in addition to the Lenders otherwise required under this Section 11.4 affect the rights or duties of the Swingline Lender hereunder.

11.5 Waiver of Trial by Jury.

(a) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN

THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. ADMINISTRATIVE AGENT AND EACH LENDER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION 11.5 IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY ANY BORROWER AND ANY OTHER CREDIT PARTY.

(b) In the event any such action or proceeding is brought or filed in any United States federal court sitting in the State of California or in any state court of the State of California, and the waiver of jury trial set forth in Section 11.5(a) hereof is determined or held to be ineffective or unenforceable, the parties agree that all actions or proceedings shall be resolved by reference to a private judge sitting without a jury, pursuant to California Code of Civil Procedure Section 638, before a mutually acceptable referee or, if the parties cannot agree, a referee selected by the Presiding Judge of the Los Angeles County, California. Such proceeding shall be conducted in Los Angeles County, California, with California rules of evidence and discovery applicable to such proceeding. In the event any actions or proceedings are to be resolved by judicial reference, any party may seek from any court having jurisdiction thereover any prejudgment order, writ or other relief and have such prejudgment order, writ or other relief enforced to the fullest extent permitted by Law notwithstanding that all actions or proceedings are otherwise subject to resolution by judicial reference.

11.6 Waiver of Consequential Damages, Etc. To the fullest extent permitted by Applicable Law, each Borrower and each other Credit Party agree not to assert, and hereby waive, in any legal action or other proceeding, any claim against Administrative Agent, any Lender or any Lender Affiliate, on any theory of liability, for special, indirect, consequential, special, exemplary or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof.

11.7 Headings/Exhibits. The section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. The Exhibits attached hereto, are hereby incorporated by reference as a part of this Agreement with the same force and effect as if set forth in the body hereof.

11.8 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of this Agreement shall be prohibited by or invalid under Applicable Law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

11.9 Preferences. To the extent Borrowers make a payment to Administrative Agent or any Lender hereunder, or Administrative Agent or any Lender receives proceeds of any Collateral, which is in whole or part subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any Debtor Relief Law, common law or equitable cause, then, to the extent of such payment or proceeds received, the Indebtedness or part thereof intended to be satisfied shall be revived and continue in full force and effect, as if such payment or proceeds had not been received by Administrative Agent or such Lender.

11.10 Waiver of Notice. Each Borrower and each other Credit Party hereby expressly waives the right to receive any notice from Administrative Agent or any Lender with respect to any matter, except to the extent that this Agreement or any other Loan Document specifically and expressly requires

the giving of notice by Administrative Agent or any Lender to any Borrower and except with respect to matters for which Borrowers are not, pursuant to Applicable Laws, permitted to waive the giving of notice.

11.11 Remedies of Borrowers. If a claim or adjudication is made that Administrative Agent or any Lender or any of their respective agents has acted unreasonably or unreasonably delayed acting in any case where by law or under any Loan Document, Administrative Agent, such Lender or any such agent, as the case may be, has an obligation to act reasonably or promptly, each Borrower and each other Credit Party agrees that neither Administrative Agent, any Lender nor its respective agents shall be liable for any monetary damages, and such Borrower's or Credit Party's sole remedy shall be to commence an action seeking injunctive relief or declaratory judgment. Any action or proceeding to determine whether Administrative Agent or any Lender has acted reasonably shall be determined by an action seeking declaratory judgment. Each Borrower and each other Credit Party specifically waives any claim against Administrative Agent, each Lender and its respective agents with respect to actions taken by Administrative Agent, each Lender or its respective agents on any Borrower's or Credit Party's behalf.

11.12 Prior Agreements. This Agreement and the other Loan Documents contain the entire agreement of the parties hereto and thereto in respect of the transactions contemplated hereby and thereby, and all prior agreements, understandings and negotiations among or between such parties, whether oral or written, are superseded by the terms of this Agreement and the other Loan Documents.

11.13 Offsets, Counterclaims and Defenses. Each Borrower and each other Credit Party hereby waives the right to assert a counterclaim, other than a compulsory counterclaim, in any action or proceeding brought against it by Administrative Agent, any Lender or their respective agents or otherwise offset any obligations to make payments required under the Loan Documents. Any Assignee of Administrative Agent's or any Lender's interest in and to the Loan Documents shall take the same free and clear of all offsets, counterclaims or defenses which such Borrower or such other Credit Party may otherwise have against any assignor of such documents, and no such offset, counterclaim or defense shall be interposed or asserted by such Borrower or such other Credit Party in any action or proceeding brought by any such Assignee upon such documents, and any such right to interpose or assert any such offset, counterclaim or defense in any such action or proceeding is hereby expressly waived by such Borrower or such other Credit Party.

11.14 Publicity. Except as required in connection with the Bankruptcy Cases, neither any Borrower nor any other Credit Party shall, whether now or in the future issue. any press releases or other public disclosure using the name "Ally Bank", the name of any other Lender or the name of any of their respective Lender Affiliates or referring to this Agreement or the other Loan Documents without at least five (5) Business Days' prior notice to Administrative Agent (and in the case of a disclosure of a Lender's name, such Lender) and without the prior written consent of Administrative Agent (and in the case of a disclosure of a Lender's name, such Lender) unless (and only to the extent that) such Borrower or such other Credit Party is required to do so under Applicable Law and then, in any event, such Borrower or such other Credit Party will consult with Administrative Agent (and in the case of a disclosure of a Lender's name, such Lender) before issuing such press release or other public disclosure. Each Borrower and each other Credit Party expressly consents to and authorizes the publication by Administrative Agent and Lenders of a summary description of the transaction(s) contemplated by this Agreement in any format (including tombstones, deal listings or similar advertising materials), which may be published in one or more of financial or other industry periodicals, newspapers, reporting services, trade organizations, written promotional materials, web site, or otherwise. In addition, each Borrower or each other Credit Party expressly consents to and authorizes Administrative Agent and Lenders to provide to financial or other industry periodicals, newspapers, reporting services or trade organizations information necessary

and customary for inclusion of the transaction(s) in league table measurements, including the aggregate dollar value of the transaction.

11.15 Indemnification; Expenses.

(a) Expenses. Each Borrower and each other Credit Party shall reimburse Administrative Agent (or any Lender, as applicable) upon receipt of notice for all Expenses. Any Expenses due and payable by any Borrower or any other Credit Party hereunder which are not paid within five (5) days after demand shall accrue interest at the Default Rate and may be paid by Administrative Agent, in its sole discretion, pursuant to Section 2.8.

(b) Indemnity. Each Borrower and each other Credit Party shall defend, indemnify and hold harmless Administrative Agent, each Lender, each Lender Affiliate, each of their respective directors, officers, partners, members, shareholders, participants, employees, professionals and agents, and each of their respective successors and assigns (each, an "***Indemnified Party***"), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including the fees and disbursements of counsel for an Indemnified Party in connection with any investigative, administrative or judicial proceeding commenced or threatened, court costs and costs of appeal at all appellate levels, investigation and laboratory fees, consultant fees and litigation expenses), that may be imposed on, incurred by, or asserted against any Indemnified Party (collectively, the "***Indemnified Liabilities***") arising out of or related to (i) the execution, enforcement, performance, or administration of this Agreement, any of the other Loan Documents, the transactions contemplated hereby; (ii) any breach by any Borrower, any other Credit Party or any Affiliate thereof of their obligations under, or any misrepresentation by any of the foregoing contained in, any Loan Document; (iii) any Environmental Release or the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release, or threatened release of any Hazardous Materials on, from or affecting any Healthcare Facility; (iv) any violation of any Laws by Borrower, any other Credit Party or any Affiliate thereof and (iv) any other mater arising out of or related to the Revolving Loans, any Credit Party, any Healthcare Facility or any Collateral; provided, however, that Borrowers shall not have any obligation to any Indemnified Party hereunder to the extent that it is judicially determined by a court of competent jurisdiction in a final, non-appealable judgment that such Indemnified Liabilities are the result of the gross negligence or willful misconduct of such Indemnified Party. Any amounts payable to any Indemnified Party by reason of the application of this Section 11.15 shall be payable on demand and shall bear interest at the Default Rate from the date loss or damage is sustained by any Indemnified Party until paid.

(c) Each Borrower and each other Credit Party for itself and all endorsers, guarantors and sureties and their heirs, legal representatives, successors and assigns, hereby further specifically waives any rights that it may have under Section 1542 of the California Civil Code (to the extent applicable), which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR," and further waives any similar rights under applicable Laws.

11.16 Survival. All obligations, covenants, agreements, representations, warranties, waivers and indemnities made by any Borrower in any Loan Document shall survive the execution and delivery of the Loan Documents, the Closing, the making of the Loans and any termination of this Agreement until all Obligations are fully performed and indefeasibly paid in full in cash. The obligations and provisions of Sections 2.2(k), 2.14, 2.15, 5.13, 9.9, 11.1, 11.3, 11.5, 11.6, 11.8, 11.9, 11.11, 11.13, 11.14, 11.15,

11.16, 11.17, 11.20, 11.27, 12.3, 12.6, 12.7 and 12.13 shall survive the termination of this Agreement and the other Loan Documents and any payment, in full or in part, of the Obligations.

11.17 No Usury. If Applicable Law is ever judicially interpreted so as to render usurious any amount called for hereunder or any other Loan Document, or contracted for, charged, taken, reserved or received with respect to the Obligations, or if Administrative Agent's and Lenders' exercise of the option to accelerate the maturity of the Loans or any prepayment by any Borrower results in Borrowers having paid any interest in excess of that permitted by Applicable Law, then it is each Borrower's, Administrative Agent's and Lenders' express intent that all excess amounts theretofore collected by Administrative Agent or any Lender shall be credited against the unpaid principal amount of the Obligations (or, if the Obligations have been or would thereby be paid in full, refunded to Borrowers), and the provisions of the Loan Documents immediately be deemed reformed and the amounts thereafter collectible thereunder reduced, without the necessity of the execution of any new document, so as to comply with Applicable Law, but so as to permit the recovery of the fullest amount otherwise called for thereunder. All sums paid or agreed to be paid to Lenders for the use, forbearance or detention of the Loans shall, to the extent permitted by Applicable Law, be amortized, prorated, allocated, and spread throughout the full stated term of the Loans until payment in full so that the rate or amount of interest on account of the Loans does not exceed the maximum lawful rate from time to time in effect and applicable to the Loans for so long as the Loans are outstanding. Notwithstanding anything to the contrary contained in any Loan Document, it is not the intention of Administrative Agent or any Lender to accelerate the maturity of any interest that has not accrued at the time of such acceleration or to collect unearned interest at the time of such acceleration.

11.18 Conflict; Construction of Documents. In the event of any conflict between the provisions of this Agreement and any of the other Loan Documents, the provisions of this Agreement shall control. The parties hereto acknowledge that each is represented by separate counsel in connection with the negotiation and drafting of the Loan Documents and that the Loan Documents shall not be subject to the principle of construing their meaning against the party that drafted them.

11.19 No Third Party Beneficiaries. The Loan Documents are solely for the benefit of Administrative Agent, Lenders and Credit Parties and nothing contained in any Loan Document shall be deemed to confer upon any Person (other than Administrative Agent, Lenders, Credit Parties, Indemnified Parties under Section 11.15 and Indemnified Agent Parties under Section 12.7, their respective successors and assigns permitted hereby and, to the extent expressly contemplated hereby, Affiliates of each of Administrative Agent and Lenders) any right to insist upon or to enforce the performance or observance of any of the obligations contained therein.

11.20 Assignment. The Loans, any Notes, the Loan Documents and/or any Lender's rights, title, obligations and interests therein may be assigned by such Lender and any of its successors and assigns in accordance with the terms and conditions set forth in Article 10. Neither any Borrower nor any other Credit Party may assign its rights, title, interests or obligations hereunder or under any of the other Loan Documents.

11.21 Set-Off. Subject in all events to Section 12.13 hereunder, if an Event of Default shall have occurred and be continuing, each Lender and each of their respective Affiliates is hereby authorized at any time and from time to time, after obtaining the prior written consent of the Administrative Agent, to the fullest extent permitted by Applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or any such Affiliate to or for the credit or the account of any Borrower or any other Credit Party against any and all of the obligations of such Borrower or such other Credit Party now or hereafter existing hereunder or any other Loan Document to such

Lender, irrespective of whether or not such Lender shall have made any demand hereunder or any other Loan Document and although such obligations of such Borrower or such other Credit Party may be contingent or unmatured or are owed to a branch or office or Affiliate of such Lender different from the branch, office or Affiliate holding such deposit or obligated on such indebtedness; provided, that if any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 12.15 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender and their respective Affiliates under this Section 11.21 are in addition to other rights and remedies (including other rights of setoff) that such Lender or their respective Affiliates may have. Each Lender agrees to notify the Borrower Representative and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

11.22 Confidentiality. Except as required in connection with the Bankruptcy Cases, each Credit Party agrees (i) not to transmit or disclose provisions of any Loan Document to any Person (other than to Borrowers' advisors and officers on a need-to-know basis (as reasonably determined by the applicable Credit Party) or as otherwise may be required by Law) without the Administrative Agent's prior written consent and (ii) to inform all Persons of the confidential nature of the Loan Documents and to direct them not to disclose the same to any other Person and to require each of them to be bound by these provisions.

11.23 Patriot Act Compliance. Each Lender that is subject to the Patriot Act (as defined below) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies each Credit Party that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies each Credit Party, which information includes the name, address and tax identification number of each Credit Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Credit Party in accordance with the Patriot Act. The Borrowers shall, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

11.24 [Reserved].

11.25 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile machine, portable document format ("***PDF***") or other electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement. The effectiveness of any such documents and signatures shall, subject to Applicable Laws, have the same force and effect as manually signed originals and shall be binding on Borrowers, Administrative Agent and Lenders. Administrative Agent may also require that any such documents and signatures be confirmed by a manually signed original thereof; provided, however, that the failure to request or deliver the same shall not limit the effectiveness of any facsimile document or signature. No party may raise the use of a telecopier, facsimile machine, PDF or other electronic means, or the fact that any signature was transmitted through the use of a telecopier, facsimile machine, PDF or other electronic means, as a defense to the enforcement of this Agreement.

11.26 Borrower Representative.

(a) Each Credit Party hereby irrevocably appoints and constitutes Borrower Representative as its agent to (i) request and receive the proceeds of advances in respect of the Loans (and to otherwise act on behalf of such Credit Party pursuant to this Agreement and the other Loan Documents) from Administrative Agent and Lenders in the name or on behalf of each such Credit Party, (ii) receive statements of account and all other notices from Administrative Agent or any Lender, as applicable, with respect to the Obligations or otherwise under or in connection with this Agreement and the other Loan Documents, (iii) execute and deliver Borrowing Base Certificates, Compliance Certificates and all other notices, certificates and documents to be executed and/or delivered by any Credit Party hereunder or the other Loan Documents; and (iv) otherwise act on behalf of such Credit Party pursuant to this Agreement and the other Loan Documents.

(b) The authorizations contained in this Section 11.26 are coupled with an interest and shall be irrevocable, and Administrative Agent and Lenders may rely on any notice, request, information supplied by Borrower Representative, every document executed by Borrower Representative, every agreement made by Borrower Representative or other action taken by Borrower Representative in respect of any Borrower or other Credit Party as if the same were supplied, made or taken by such Borrower or such other Credit Party. Without limiting the generality of the foregoing, the failure of one or more Borrowers or other Credit Parties to join in the execution of any writing in connection herewith shall not relieve any Borrower or other Credit Party from obligations in respect of such writing. No purported termination of the appointment of Borrower Representative as agent shall be effective without the prior written consent of Administrative Agent.

11.27 Joint and Several.

(a) Each Borrower shall be jointly and severally liable for all of the Obligations of Borrowers hereunder, regardless of which of Borrowers actually receives the proceeds or other benefits of the Loans or other extensions of credit hereunder or the manner in which Borrowers, the Administrative Agent or the Lenders account therefor in their respective books and records.

(b) Each Borrower is accepting joint and several liability hereunder and under the other Loan Documents in consideration of the financial accommodations to be provided by the Administrative Agent and Lenders hereunder, for the mutual benefit, directly and indirectly, of each Borrower and in consideration of the undertakings of the other Borrowers to accept joint and several liability for the Obligations.

(c) To the extent that Applicable Law otherwise would render the full amount of the joint and several obligations of any Borrower hereunder and under the other Loan Documents invalid or unenforceable, such Person's obligations hereunder and under the other Loan Documents shall be limited to the maximum amount which does not result in such invalidity or unenforceability; provided, however, that each Borrower's obligations hereunder and under the other Loan Documents shall be presumptively valid and enforceable to their fullest extent in accordance with the terms hereof or thereof, as if this Section 11.27 were not a part of this Agreement.

(d) To the extent that any Borrower shall make a payment under this Section 11.27 of all or any of the Obligations (as used in this clause (g), a "***Joint Liability Payment***") which, taking into account all other Joint Liability Payments then previously or concurrently made by any other Borrower, exceeds the amount that such Borrower would otherwise have paid if each Borrower had paid the aggregate Obligations satisfied by such Joint Liability Payments in the same proportion that such Person's "Allocable Amount" (as defined below) (as determined immediately prior to such Joint Liability

Payments) bore to the aggregate Allocable Amounts of each of Borrowers as determined immediately prior to the making of such Joint Liability Payments, then, following indefeasible payment in full in cash of the Obligations (other than contingent obligations that survive the repayment in full of the Loans and the termination of the Loan Documents and for which no claim has been asserted) and termination of the Revolving Commitment, such Borrower shall be entitled to receive contribution and indemnification payments from, and be reimbursed by, each other Borrower for the amount of such excess, *pro rata* based upon their respective Allocable Amounts in effect immediately prior to such Joint Liability Payments. As of any date of determination, the "Allocable Amount" of any Borrower shall be equal to the maximum amount of the claim which could then be recovered from such Borrower under this Section 11.27 without rendering such claim voidable or avoidable under §548 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law.

(e) Each Borrower assumes responsibility for keeping itself informed of the financial condition of each other Borrower, and any and all endorsers and/or guarantors of any instrument or document evidencing all or any part of such other Borrower's Obligations, and of all other circumstances bearing upon the risk of nonpayment by such other Borrower of their Obligations and each Borrower agrees that neither Administrative Agent nor any Lender has any duty to advise such Borrower of information known to Administrative Agent or any Lender regarding such condition or any such circumstances or to undertake any investigation not a part of its regular business routine. If Administrative Agent or any Lender, in its sole discretion, undertakes at any time or from time to time to provide any such information to a Borrower, Administrative Agent or such Lender shall not be under any obligation to update any such information or to provide any such information to such Borrower or any other Person on any subsequent occasion.

(f) Administrative Agent and Lenders are hereby authorized, without notice or demand and without affecting the liability of a Borrower hereunder, to, at any time and from time to time, (A) renew, extend, accelerate or otherwise change the time for payment of, or other terms relating to, Obligations incurred by any Borrower or other Credit Party, otherwise modify, amend or change the terms of any promissory note or other agreement, document or instrument now or hereafter executed by any Borrower or other Credit Party and delivered to Administrative Agent or any Lender; (B) accept partial payments on an Obligation incurred by any Borrower; (C) take and hold security or collateral for the payment of an Obligation incurred by any Borrower hereunder or for the payment of any guaranties of an Obligation incurred by any Borrower or other liabilities of any Borrower and exchange, enforce, waive and release any such security or collateral; (D) apply such security or collateral and direct the order or manner of sale thereof as Administrative Agent may determine in its sole discretion; and (E) settle, release, compromise, collect or otherwise liquidate an Obligation incurred by any Borrower and any security or collateral therefor in any manner, without affecting or impairing the obligations of any other Borrower. Administrative Agent shall have the exclusive right to determine the time and manner of application of any payments or credits, whether received from a Borrower or any other source, and such determination shall be binding on each Borrower. All such payments and credits may be applied, reversed and reapplied, in whole or in part, to any of an Obligation incurred by any Borrower as Administrative Agent shall determine in their sole discretion without affecting the validity or enforceability of the Obligations of the other Borrowers.

(g) Each Borrower hereby agrees that, except as hereinafter provided, its obligations hereunder shall be unconditional, irrespective of and each Borrower hereby waives notice of: (A) the absence of any attempt to collect an Obligation incurred by a Borrower from any Borrower or any guarantor or other action to enforce the same; (B) the waiver or consent by Administrative Agent and Lenders with respect to any provision of any instrument evidencing an Obligation incurred by any other Borrower, or any part thereof, or any other agreement heretofore, now or hereafter executed by any other

Borrower and delivered to Administrative Agent or any Lender; (C) failure by Administrative Agent to take any steps to perfect and maintain its security interest in, or to preserve its rights to, any security or collateral for an Obligation incurred by any Borrower; (D) Administrative Agent's or any Lender's election in any of the Bankruptcy Cases of the application of §1111(b)(2) of the Bankruptcy Code; (E) any other borrowing or grant of a security interest by a Borrower to any third party in the Bankruptcy Cases; (F) the disallowance, under Section 502 of the Bankruptcy Code, of all or any portion of Administrative Agent's claim(s) for repayment of any of the Obligations; or (G) any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor.

(h) This Section 11.27 is intended only to define the relative rights of Borrowers and nothing set forth in this Section 11.27 is intended to or shall impair the obligations of Borrowers, jointly and severally, to pay any amounts as and when the same shall become due and payable in accordance with the terms of this Agreement or any other Loan Documents. Nothing contained in this Section 11.27 shall limit the liability of any Borrower to pay the Loans made directly or indirectly to such Borrower and accrued interest, fees and Expenses with respect thereto for which such Borrower shall be primarily liable.

(i) No payment made by or for the account of any Borrower, including (A) a payment made by such Borrower on behalf of an Obligation of another Borrower or (B) a payment made by any other person under any guaranty, shall entitle such Borrower, by subrogation or otherwise, to any payment from such other Borrower or from or out of property of such other Borrower and such Borrower shall not exercise any right or remedy against such other Borrower or any property of such other Borrower by reason of any performance of such Borrower of its joint and several obligations hereunder until the Obligations (other than contingent obligations that survive the repayment in full of the Loans and the termination of the Loan Documents and for which no claim has been asserted) are paid in full.

(j) Each Borrower hereby agrees that after the occurrence and during the continuance of any Default or Event of Default, such Borrower will not demand, sue for or otherwise attempt to collect any indebtedness of any other Borrower owing to such Borrower until the Obligations (other than contingent obligations that survive the repayment in full of the Loans and the termination of the Loan Documents and for which no claim has been asserted) are paid in full. If, notwithstanding the foregoing sentence, such Borrower shall collect, enforce or receive any amounts in respect of such indebtedness, such amounts shall be collected, enforced and received by such Borrower as trustee for Administrative Agent, and such Borrower shall deliver any such amounts to Administrative Agent for application to the Obligations in accordance with Section 9.3.

(k) Any notice given by Borrower Representative hereunder shall constitute and be deemed to be notice given by all Borrowers, jointly and severally. Notice given by Administrative Agent or any Lender to Borrower Representative hereunder or pursuant to any other Loan Documents in accordance with the terms hereof or thereof shall constitute notice to all Borrowers. The knowledge of any Borrower shall be imputed to all Borrowers and any consent by Borrower Representative or any Borrower shall constitute the consent of and shall bind all Borrowers.

(l) The parties hereto acknowledge that the rights of contribution and indemnification hereunder shall constitute assets of each Borrower to which such contribution and indemnification is owing. The rights of any indemnifying Borrower against the other Borrowers under this Section shall be exercisable upon the full and indefeasible payment of the Obligations (other than contingent obligations that survive the repayment in full of the Loans and the termination of the Loan Documents and for which no claim has been asserted) and the termination of the Revolving Facility.

11.28 Release of Claims. Each Borrower and each other Credit Party does hereby (i) waive any claim in tort, contract or otherwise which such Borrower or such other Credit Party may have against Administrative Agent, any Lender, any of their respective Affiliates or their respective officers, directors, agents, or employees (collectively, "***Lender Agents***") which may arise out of the relationship between any such Borrower or such other Credit Party and any such Person prior to the Closing Date; and (ii) absolutely and unconditionally releases and discharges the Administrative Agent, each Lender, each of their respective Affiliates and the Lender Agents from any and all claims, causes of action, losses, damages or expenses which may arise out of any relationship between it and the Administrative Agent, such Lender, any such Affiliate or the Lender Agents which such Borrower or such other Credit Party may have as of the Closing Date. Each Borrower and each other Credit Party acknowledges that it makes this waiver and release knowingly, voluntarily and only after considering the ramifications of this waiver and release with its legal counsel.

11.29 Acting Through Agents. In exercising any rights under the Loan Documents or taking any actions provided for therein, Administrative Agent may act through its employees, agents or independent contractors as authorized by Administrative Agent. Each Borrower shall authorize its accounting firm and/or service bureaus to provide Administrative Agent with such information as is requested by Administrative Agent in accordance with this Agreement. Each Borrower authorizes Administrative Agent to contact directly any such accounting firm and/or service bureaus to obtain such information.

ARTICLE 12 AGENCY PROVISIONS; SETTLEMENT

Administrative Agent, Lenders, Borrowers and each other Credit Party agree that, except for the rights expressly granted to Borrowers under Section 12.9, no Borrower or other Credit Party shall be a party to the agreements contained in this Article 12. Without limitation of the foregoing, Administrative Agent, Lenders, Borrowers and each other Credit Party agree that in no event shall Borrowers or other Credit Parties be required to seek comment from, deliver notices to or otherwise deal with any Lender other than Administrative Agent (except as otherwise specifically stated in this Agreement). No Borrower or other Credit Party shall have any benefits or rights as a third party beneficiary of any term or condition contained in this Article 12.

12.1 Appointment and Authorization.

(a) **Generally.** Each Lender hereby irrevocably (subject to Section 12.9) appoints, designates and authorizes Administrative Agent to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorized Administrative Agent to take such action on its behalf under the provisions of this Agreement and each other Loan Document and to exercise such powers and perform such duties as are expressly delegated to it by the terms of this Agreement or any other Loan Document, together with such powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary contained elsewhere in this Agreement or in any other Loan Document, Administrative Agent shall not have any duty or responsibility except those expressly set forth herein, nor shall Administrative Agent have or be deemed to have any fiduciary relationship with any Lender or Participant, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against Administrative Agent. The duties of Administrative Agent shall be mechanical and administrative in nature. Without limiting the generality of the foregoing sentence, the use of the term "agent" herein and in other Loan Documents with reference to Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any Applicable Law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

(b) **Specific Authorizations.** Except as otherwise specified in this Agreement, Administrative Agent shall have the right to exercise its sole and absolute discretion to act or not to act under the Loan Documents. Without limiting the generality of the foregoing, Administrative Agent shall have the sole and exclusive right and authority to:

A. act as the disbursing and collecting agent for the Lenders with respect to all payments and collections arising in connection with this Agreement and the Loan Documents relating to the Collateral securing the Loans;

B. make any subsequent advances to the Borrower for the purposes described in this Agreement;

C. approve or disapprove any form of real property lease agreement to which the Borrowers or other Credit Parties are subject;

D. execute and deliver each Collateral Document and accept delivery of each such agreement delivered by the Credit Parties;

E. act as collateral agent for the Lenders for purposes of the perfection of all security interests and Liens created by such agreements and all other purposes stated therein;

F. take such action as is necessary or desirable to maintain the perfection and priority of the security interest and Liens created or purported to be created by the Loan Documents;

G. release or assign (without recourse, representation or warranty, other than representations as to title and as to no encumbrances by Administrative Agent) any or all Collateral upon payment and satisfaction in full of the Loans; and

H. enter into any so-called "pre-negotiation agreement" with Borrower or any other Credit Party (provided that as a condition precedent to such authority, all Lenders have been given a reasonable opportunity to (i) comment on the proposed form of pre-negotiation agreement and (ii) discuss such comments with Administrative Agent).

12.2 Delegation of Duties. Administrative Agent may execute any of its duties hereunder or any other Loan Document by or through agents, employees or attorneys-in-fact and shall be entitled to advice of legal counsel and other consultants, independent public accountants or experts concerning all matters pertaining to such duties. Administrative Agent shall not be responsible for the negligence or misconduct of any agent or attorney-in-fact that it selects in the absence of gross negligence or willful misconduct as finally determined in a non-appealable judicial proceeding.

12.3 Exculpation of Administrative Agent. None of Administrative Agent nor any of its directors, officers, employees, Affiliates or agents shall (a) be liable to any Lender or any other Person for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby (except to the extent resulting from its own gross negligence or willful misconduct in connection with its duties expressly set forth herein as determined by a final, nonappealable judgment by a court of competent jurisdiction), or (b) be responsible in any manner to any Lender or Participant for any recital, statement, representation or warranty made by any Borrower, any Credit Party or any of their Affiliates, or any officer thereof, contained in this Agreement or in any other Loan Document, or in any certificate, report, statement or other document referred to or provided for in, or received by Administrative Agent under or in connection with, this

Agreement or any other Loan Document, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document (or the creation, perfection or priority of any Lien or security interest therein), or for any failure of any Borrower, any Credit Party or any other party to any Loan Document to perform its obligations and liabilities hereunder or thereunder, or be responsible for or have any duty to ascertain or verify the satisfaction of any conditions specified in this Agreement or any other Loan Document. Administrative Agent shall not be under any obligation to any Lender to ascertain or to inquire as to (i) the performance or observance of any of the terms, provisions or conditions of this Agreement or any of the other Loan Documents, (ii) the financial condition of any Credit Party, (iii) the contents of any certificate, report or other document delivered hereunder or any other Loan Document or in connection herewith or therewith, (iv) the existence or possible existence of any Default or Event of Default, or (v) the satisfaction of any condition set forth in Section 3 of this Agreement or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to Administrative Agent.

12.4 Reliance by Administrative Agent. Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, communication, signature, resolution, representation, notice, consent, certificate, electronic mail message, affidavit, letter, telegram, facsimile, telex or telephone message, statement or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel (including legal counsel to Borrowers), independent accountants and other experts selected by Administrative Agent. Administrative Agent shall be fully justified in failing or refusing to take any action hereunder or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders or such other number or percentage of Lenders as shall be required elsewhere in this Agreement as it deems appropriate and, if it so requests, confirmation from Lenders of their obligation to indemnify Administrative Agent against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, hereunder or any other Loan Document in accordance with a request or consent of the Required Lenders or such other number or percentage of Lenders as shall be required elsewhere in this Agreement and such request and any action taken or failure to act pursuant thereto shall be binding upon each Lender. For purposes of determining compliance with the conditions specified in Section 3.2, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless Administrative Agent shall have received written notice from such Lender prior to the Closing Date specifying its objection thereto.

12.5 Notice of Default. Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default except with respect to defaults in the payment of principal, interest and fees required to be paid to Administrative Agent for the account of Lenders, unless Administrative Agent shall have received written notice from a Lender or a Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". Administrative Agent will notify Lenders of its receipt of any such notice. Administrative Agent shall take such action with respect to such Default or Event of Default as may be requested by the Required Lenders in accordance with Section 9.5; provided that unless and until Administrative Agent has received any such request, Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable or in the best interest of Lenders.

12.6 Credit Decision. Each Lender acknowledges that Administrative Agent has not made any representation or warranty to it, and that no act by Administrative Agent hereafter taken, including any consent and acceptance of any assignment or review of the affairs of Borrowers or the other Credit

Parties, shall be deemed to constitute any representation or warranty by Administrative Agent to any Lender as to any matter, including whether Administrative Agent has disclosed material information in its possession. Each Lender represents to Administrative Agent that it has, independently and without reliance upon Administrative Agent and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, prospects, operations, property, financial and other condition and creditworthiness of Borrowers and the other Credit Parties, and made its own decision to enter into this Agreement and to extend credit to Borrowers hereunder. Each Lender also represents that it will, independently and without reliance upon Administrative Agent and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action hereunder and the other Loan Documents, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of Borrowers and the other Credit Parties. Except for notices, reports and other documents expressly herein required to be furnished to Lenders by Administrative Agent, Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial or other condition or creditworthiness of Borrowers and the other Credit Parties which may come into the possession of Administrative Agent. Each Lender hereby acknowledges and agrees that it is not entitled to rely upon any notice, report or other document furnished by the Administrative Agent from time to time in connection with this Agreement and the other Loan Documents and the transactions contemplated hereby, and hereby release any and all claims it may have against Administrative Agent or any agent thereof as a result of any reliance by any Lender in any such notice, report, document or other information furnished by Administrative Agent.

12.7 Indemnification. Whether or not the transactions contemplated hereby are consummated, each Lender shall indemnify, defend and hold harmless upon demand Administrative Agent and its directors, officers, employees, Affiliates and agents (each an "***Indemnified Agent Party***") (to the extent not reimbursed by or on behalf of any Borrower and without limiting the obligation of any Borrower to do so), according to its applicable Pro Rata Share, from and against any and all Indemnified Liabilities (as defined in Section 11.15), provided, that no Lender shall be liable for any payment to any such Person of any portion of the Indemnified Liabilities to the extent determined by a final, non-appealable judgment by a court of competent jurisdiction to have resulted from the applicable Indemnified Agent Party's own gross negligence or willful misconduct. No action taken in accordance with the directions of Required Lenders shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section 12.7. Without limitation of the foregoing, each Lender shall reimburse Administrative Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including all Expenses) incurred by Administrative Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other Loan Document, or any document contemplated by or referred to herein, to the extent that Administrative Agent is not reimbursed for such expenses by or on behalf of Borrowers. If any indemnity furnished to Administrative Agent for any purpose shall, in the reasonable, good faith opinion of Administrative Agent, be insufficient or become impaired, Administrative Agent may call for additional reasonable indemnity and cease, or not commence, to do the acts indemnified against even if so directed by Required Lenders until such additional reasonable indemnity is furnished. The undertaking in this Section 12.7 shall survive repayment of the Loans and other liabilities, cancellation of any promissory notes, any foreclosure under, or modification, release or discharge of, any or all of the Loan Documents, termination of this Agreement and the resignation or replacement of Administrative Agent.

12.8 Administrative Agent in Individual Capacity. Ally Bank and its Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire equity interests in and generally engage in any kind of banking, trust, financial advisory, underwriting or other business with any

Credit Party and its Affiliates as though Ally Bank were not Administrative Agent hereunder and without notice to or consent of any Lender; provided, however, if Ally Bank acquires equity interests in any Credit Party or any Affiliate of any Credit Party and such equity interests are not publicly traded, Ally Bank will provide written notice to the Lenders. Each Lender acknowledges that, pursuant to such activities, Ally Bank or its Affiliates may receive information regarding a Credit Party or its Affiliates (including information that may be subject to confidentiality obligations in favor of such Credit Party or such Affiliates) and acknowledge that Administrative Agent shall be under no obligation to provide such information to them. With respect to its portion of the Loans, Ally Bank and its Affiliates shall have the same rights and powers hereunder as any other Lender and may exercise the same as though Ally Bank were not Administrative Agent, and the terms "Lender" and "Lenders" include Ally Bank and its Affiliates, to the extent applicable, in their individual capacities.

12.9 Successor Administrative Agent. Administrative Agent may resign as Administrative Agent upon thirty (30) days' notice to Lenders. If Administrative Agent resigns hereunder, Required Lenders shall, with (so long as no Default or Event of Default exists) the consent of Borrowers (which shall not be unreasonably withheld, conditioned or delayed), appoint from among Lenders a successor agent for Lenders. Notwithstanding the immediately foregoing sentence, if no successor agent is appointed prior to the effective date of the resignation of Administrative Agent, Administrative Agent may appoint, after consulting with Lenders and Borrowers, a successor agent from among Lenders. Upon the acceptance of its appointment as successor agent hereunder, such successor agent shall succeed to and become vested with all the rights, powers and duties of the retiring Administrative Agent and the term "Administrative Agent" shall mean such successor agent, and the retiring Administrative Agent's appointment, powers and duties as Administrative Agent shall be terminated. After any retiring Administrative Agent's resignation hereunder as Administrative Agent, the provisions of this Article 12 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent hereunder. If no successor agent has accepted appointment as Administrative Agent by the date which is thirty (30) days following a retiring Administrative Agent's notice of resignation, the retiring Administrative Agent's resignation shall nevertheless thereupon become effective and Lenders shall perform all of the duties of Administrative Agent hereunder until such time, if any, as Required Lenders appoint a successor agent as provided for above.

12.10 Collateral Matters; Restriction on Lenders. (a) Each Lender authorizes and directs Administrative Agent to enter into the other Loan Documents for the benefit of Administrative Agent and Lenders. Each Lender hereby agrees that, except as otherwise set forth herein, any action taken by Administrative Agent or Required Lenders in accordance with the provisions of this Agreement or the other Loan Documents, and the exercise by the Administrative Agent or Required Lenders of the powers set forth herein or therein, together with such other powers as are reasonably incidental thereto, shall be authorized and binding upon all Lenders. Administrative Agent is hereby authorized on behalf of all Lenders, without the necessity of any notice to or further consent from any Lender, to take any action with respect to any Collateral and any of the other collateral pursuant to Loan Documents that may be necessary to perfect and maintain perfected the Liens upon the Collateral and the other collateral pursuant to the other Loan Documents. Lenders irrevocably authorize Administrative Agent, at its option and in its discretion, (i) to release any Lien granted to or held by Administrative Agent hereunder and any other Loan Document (x) upon the termination of this Agreement in accordance with Section 2.17; (y) constituting property sold or to be sold or disposed of, financed or refinanced, as part of or in connection with any sale, disposition, financing or refinancing which is expressly permitted by this Agreement at any time; or (z) subject to Section 11.4, if approved, authorized or ratified in writing by Required Lenders; or (ii) to subordinate its interest in any Collateral to any holder of a Lien on such Collateral which is expressly permitted by this Agreement. Upon request by Administrative Agent at any time, Lenders will promptly confirm in writing Administrative Agent's authority to release, or subordinate its interest in, particular types or items of Collateral pursuant to this Section 12.10. Administrative Agent and each

Lender hereby appoint each other Lender as agent for the purpose of perfecting Administrative Agent's security interest in assets and Collateral (and other collateral pursuant to other Loan Documents) which, in accordance with the Uniform Commercial Code in any applicable jurisdiction, can be perfected by possession or control. Should any Lender (other than Administrative Agent) obtain possession or control of any such assets or Collateral, such Lender shall promptly notify Administrative Agent thereof in writing, and, promptly upon Administrative Agent's written request therefor, shall deliver such assets or Collateral to Administrative Agent or in accordance with Administrative Agent's instructions or transfer control to Administrative Agent in accordance with Administrative Agent's instructions. Each Lender agrees that, except as otherwise expressly provided herein, it will not have any right individually to enforce or seek to enforce this Agreement or any other Loan Document or to realize upon any Collateral for the liabilities unless instructed in writing to do so by Administrative Agent, it being understood and agreed that such rights and remedies may be exercised only by Administrative Agent.

(b) Each Lender agrees that it shall not, without the express written consent of Administrative Agent, and shall, upon the written request of Administrative Agent (to the extent it is lawfully entitled to do so), set off against the liabilities, any amounts owing by such Lender to a Credit Party or any deposit accounts of any Credit Party now or hereafter maintained with such Lender. Each of the Lenders further agrees that it shall not, unless specifically requested to do so in writing by Administrative Agent, take or cause to be taken, any action, including the a commencement of any legal or equitable proceedings to foreclose any loan or otherwise enforce any security interest in any of the Collateral or to enforce all or any part of this Agreement or the other Loan Documents. All enforcement actions hereunder and the other Loan Documents against the Credit Parties or any third party with respect to the liabilities or the Collateral may only be taken by Administrative Agent (at the direction of the Required Lenders or as otherwise permitted in this Agreement) or by its agents at the direction of Administrative Agent.

(c) If any Lender, directly or through an Affiliate or branch office thereof, obtains any payment of any Obligation of any Credit Party (whether voluntary, involuntary or through the exercise of any right of setoff or the receipt of any Collateral or "proceeds" (as defined under the applicable UCC) of Collateral) other than from the Administrative Agent in accordance with this Agreement and such payment exceeds the amount such Lender would have been entitled to receive if all payments had gone to, and been distributed by, Administrative Agent in accordance with the provisions of the Loan Documents, such Lender shall purchase for cash from other Lenders such participations in their Obligations as necessary for such Lender to share such excess payment with such Lenders to ensure such payment is applied as though it had been received by Administrative Agent and applied in accordance with this Agreement (or, if such application would then be at the discretion of the Borrowers, applied to repay the Obligations in accordance herewith); provided, however, that (a) if such payment is rescinded or otherwise recovered from such Lender in whole or in part, such purchase shall be rescinded and the purchase price therefor shall be returned to such Lender without interest and (b) such Lender shall, to the fullest extent permitted by Applicable Law, be able to exercise all its rights of payment (including the right of setoff) with respect to such participation as fully as if such Lender were the direct creditor of the applicable Credit Party in the amount of such participation.

12.11 Administrative Agent May File Proofs of Claim. In case of the pendency of any Insolvency Proceeding relative to any Borrower or other Credit Party, Administrative Agent (irrespective of whether the principal of the Loans shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether Administrative Agent shall have made any demand on a Borrower or other Credit Party) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, and all other liabilities that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of Lenders and Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of Lenders and Administrative Agent and their respective agents and attorneys and all other amounts due Lenders and Administrative Agent hereunder) allowed in such judicial proceedings; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to Administrative Agent and, if Administrative Agent shall consent to the making of such payments directly to Lenders, to pay to Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of Administrative Agent and its agents and attorneys, and any other amounts due Administrative Agent hereunder.

Nothing contained herein shall be deemed to authorize Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, affecting the liabilities or to authorize Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

12.12 Return of Payments.

(a) If Administrative Agent pays an amount to a Lender hereunder in the belief or expectation that a related payment has been or will be received by Administrative Agent from any Borrower and such related payment is not received by Administrative Agent, or if Administrative Agent overpays an amount to a Lender hereunder or otherwise in error, then Administrative Agent shall be entitled to recover such amount from such Lender on demand without setoff, counterclaim or deduction of any kind, together with interest accruing on a daily basis at the Federal Funds Effective Rate. If Administrative Agent determines at any time that any amount received by Administrative Agent hereunder must be returned to Borrowers or paid to any other Person pursuant to any insolvency law or otherwise, then, notwithstanding any other term or condition of this Agreement or any other Loan Document, Administrative Agent will not be required to distribute any portion thereof to any Lender. In addition, each Lender shall repay to Administrative Agent on demand any portion of such amount that Administrative Agent has distributed to such Lender, together with interest at such rate, if any, as Administrative Agent is required to pay to Borrowers or such other Person, without setoff, counterclaim or deduction of any kind.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of the making of any Loan that such Lender will not make available to the Administrative Agent such Lender's share of such Loan, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.3(b) and may, in reliance upon such assumption, make available to the Borrowers a corresponding amount. If a Lender has not in fact made its share of the applicable Loan available to Administrative Agent, then the applicable Lender agrees to pay to Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the applicable Borrower to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. The obligations of each Lender hereunder are in addition to

any obligation of Borrowers to make any repayment to Lender (including those provided in Section 2.3(b)).

12.13 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or other obligations hereunder resulting in such Lender receiving payment of a proportion of the aggregate amount of its Loans and accrued interest thereon or other such obligations greater than its Pro Rata Share thereof as provided herein, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loans and such other obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them; provided that:

(a) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(b) the provisions of this Section 12.13 shall not be construed to apply to (x) any payment made by the Borrowers pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender), or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any Assignee or Participant.

Each Credit Party consents to the foregoing and agrees, to the extent it may effectively do so under Applicable Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against each Borrower and each other Credit Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of each Borrower and each other Credit Party in the amount of such participation.

12.14 Settlements; Payments. The Outstanding Amount may fluctuate from day to day through Administrative Agent's disbursement of funds to, and receipt of funds from, Borrowers. In order to minimize the frequency of transfers of funds between Administrative Agent and each Lender, repayments of Loans may, at the election of Administrative Agent, be settled according to the procedures set forth in this Section 12.14. Notwithstanding the procedures set forth in this Section 12.14, each Lender's obligation to fund its portion of any advances made by Administrative Agent to Borrowers will commence on the date such advances are made by Administrative Agent. Such payments will be made by such Lender without set-off, counterclaim or reduction of any kind.

(a) At least once each calendar week, or more frequently if Administrative Agent so elects (each such day being a "***Settlement Date***"), Administrative Agent will advise each Lender by 1:00 p.m. (New York City time) on a Business Day by telephone or written notice in accordance with this Agreement of the amount of each such Lender's Pro Rata Share of the Outstanding Amount. If payments are necessary to adjust the amount of such Lender's share of the Outstanding Amount to such Lender's Pro Rata Share of the Outstanding Amount, the party from which such payment is due will pay the other party, in same day funds, by wire transfer to the other's account, not later than 1:00 p.m. (New York City time) on the Business Day immediately following the Settlement Date (provided that if Administrative Agent gives such notice at or prior to 1:00 p.m. (New York City time) on the Settlement Date, such funding shall be made on the Settlement Date).

(b) On the first Business Day of each month (each, an "***Interest Settlement Date***"), Administrative Agent will advise each Lender by written notice in accordance with this Agreement of the amount of interest and fees charged to and collected from Borrowers for the preceding month in respect of the Loans. Provided that such Lender is not then a Defaulting Lender, Administrative Agent will pay to such Lender, by wire transfer to such Lender's account (as specified by such Lender in accordance with this Agreement) such Lender's Pro Rata Share of such interest and fees not later than the next Business Day following the Interest Settlement Date.

12.15 Defaulting Lender.

(a) **Defaulting Lender Adjustments.** Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(i) Any amount payable to a Defaulting Lender hereunder (whether on account of principal, interest, fees or otherwise) shall, in lieu of being distributed to such Defaulting Lender, be retained by Administrative Agent in a segregated account and, subject to any Applicable Law, be applied at such time or times as may be determined by Administrative Agent (i) first, to the payment of any amounts owing by such Defaulting Lender to Administrative Agent hereunder, (ii) second, if so determined by Administrative Agent and Borrowers, held in such account as cash collateral for future funding obligations (if any) of the Defaulting Lender hereunder, (iii) third, pro rata, to the payment of any amounts owing to Borrowers, Administrative Agent or the Lenders as a result of any judgment of a court of competent jurisdiction obtained by Borrowers, Administrative Agent or any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations hereunder, and (iv) fourth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided, that if such payment is a prepayment of the principal amount of the Loan, such payment shall be applied solely to prepay the Loans of all Lenders that are not Defaulting Lenders pro rata prior to being applied to the prepayment of any Loans of any Defaulting Lender.

(ii) Notwithstanding anything set forth herein to the contrary, a Defaulting Lender shall not have any voting or consent rights under or with respect to this Agreement or any other Loan Document or constitute a "Lender" (or be included in the calculation of "Required Lenders" hereunder) for any voting or consent rights under or with respect to this Agreement or any other Loan Document except with respect to items described in Section 11.4(c) which require the vote or consent of all Lenders or all affected Lenders, and no Defaulting Lender shall have any other right to approve or disapprove any amendment, waiver, consent or any other action the Lenders or the Required Lenders have taken or may take hereunder (including any consent to any amendment or waiver pursuant to Section 11.4), provided that any waiver, amendment or modification described in Section 11.4(c) requiring the consent of all Lenders or each directly affected Lender which affects such Defaulting Lender differently than other affected Lenders shall require the consent of such Defaulting Lender.

(iii) The failure of any Defaulting Lender to make any Loan, advance or any payment required by it hereunder shall not relieve any other Lender of its obligations to make such Loan, advance or payment, but neither any Lender nor Administrative Agent shall be responsible for the failure of any Defaulting Lender to make a Loan, advance or make any other payment required hereunder.

(iv) At the written request of the Borrower Representative, Administrative Agent or a Person reasonably acceptable to Administrative Agent shall have the right with

Administrative Agent's written consent and in Administrative Agent's sole discretion (but without any obligation whatsoever on Administrative Agent) to purchase from any Defaulting Lender, and each Defaulting Lender agrees that it shall, at Administrative Agent's written request, promptly sell and assign to Administrative Agent or such Person, all of the lending commitments and commitment interests of that Defaulting Lender for an amount equal to the principal balance of all Loans held by such Defaulting Lender and all accrued interest and fees with respect thereto through the date of sale, such purchase and sale to be consummated (if at all upon Administrative Agent's election) pursuant to an executed Assignment Agreement.

(b) **Defaulting Lender Cure.** If Borrowers and Administrative Agent agree in writing that a Lender is no longer a Defaulting Lender, Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any cash collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as Administrative Agent may determine to be necessary to cause the Loans and funded and unfunded participations in Swingline Loans to be held pro rata by the Lenders in accordance with their Pro Rata Shares, whereupon such Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of Borrowers while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

12.16 Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Debtor in Possession Revolving Credit Agreement to be duly executed by their duly authorized representatives, all as of the day and year first above written.

BORROWERS:

VERITY HEALTH SYSTEM OF CALIFORNIA, INC.
O'CONNOR HOSPITAL
SAINT LOUISE REGIONAL HOSPITAL
ST. FRANCIS MEDICAL CENTER
ST. VINCENT MEDICAL CENTER
SETON MEDICAL CENTER
VERITY HOLDINGS, LLC
VERITY MEDICAL FOUNDATION
O'CONNOR HOSPITAL FOUNDATION
SAINT LOUISE REGIONAL HOSPITAL FOUNDATION
ST. FRANCIS MEDICAL CENTER OF LYNWOOD FOUNDATION
ST. VINCENT FOUNDATION
ST. VINCENT DIALYSIS CENTER, INC.
SETON MEDICAL CENTER FOUNDATION
VERITY BUSINESS SERVICES
DE PAUL VENTURES, LLC
DE PAUL VENTURES - SAN JOSE DIALYSIS, LLC

By: _____
Name: Rich Adcock
Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

ALLY BANK

By: _____
Name: Whitney Parker
Title: Authorized Signatory

LENDER AND SWINGLINE LENDER:

ALLY BANK

By: _____
Name: Whitney Parker
Title: Authorized Signatory

LENDERS:

[_____]

By: _____
Name:
Title:

[_____]

By: _____
Name:
Title:

ANNEX A

Revolving Commitments

Name of Lender	Final Commitment of such Lender	Interim Commitment of such Lender	Pro Rata Share
ALLY BANK	$185,000,000	$30,000,000	100%
TOTAL	$185,000,000	$30,000,000	100%

Schedule 5.19

Post-Closing Obligations

1. Within [__] days after the Closing Date, Administrative Agent shall have received Mortgages in form and substance acceptable to Administrative Agent on the real property described below, together with Phase 1 reports, PZR reports, flood certificates, appraisals and such other usual and customary documents as Administrative Agent may request relating to such real property:

   [**Note: Locations to be added.**]

2. Within [__] days after the Closing Date, Administrative Agent shall have received satisfactory evidence that each Management Agreement in effect prior to the Closing Date has been rejected by the Borrowers pursuant to a filing with the Bankruptcy Court, which filing shall have been approved by the Bankruptcy Court.

#3

Title 11, California Code of Regulations, § 999.5(d)(1)(B)

A complete copy of all proposed written agreements or contracts to be entered into by the applicant and the transferee that relate to or effectuate any part of the proposed transaction

1. Attached to this Section 999.5(d)(1)(B) as **Exhibit 1**, is a copy of the Asset Purchase Agreement, including copies of the draft Bill of Sale, draft Real Estate Assignment and Assumption Agreement, draft Quitclaim Deed, and draft Assumption Agreement, as well as all other exhibits, schedules, and attachments [Docket No. 2305].

2. Attached to this Section 999.5(d)(1)(B) as **Exhibit 2**, is a copy of the Bankruptcy Court Tentative Ruling [Docket No. 2221].

3. Attached to this Section 999.5(d)(1)(B) as **Exhibit 3**, is a copy of the *Order (A) Authorizing The Sale Of Certain Of The Debtors' Assets To Strategic Global Management, Inc. Free And Clear Of Liens, Claims, Encumbrances, And Other Interests; (B) Approving The Assumption And Assignment Of An Unexpired Lease Related Thereto; And (C) Granting Related Relief* ("Sale Order") [Docket No. 2306].

4. Attached to this Section 999.5(d)(1)(B) as **Exhibit 4**, is a copy of the *Motion For The Entry Of (I) An Order (1) Approving Form Of Asset Purchase Agreement For Stalking Horse Bidder And For Prospective Overbidders To Use, (2) Approving Auction Sale Format, Bidding Procedures And Stalking Horse Bid Protections, (3) Approving Form Of Notice To Be Provided To Interested Parties, (4) Scheduling A Court Hearing To Consider Approval Of The Sale To The Highest Bidder And (5) Approving Procedures Related To The Assumption Of Certain Executory Contracts And Unexpired Leases; And (II) An Order (A) Authorizing The Sale Of Property Free And Clear Of All Claims, Liens And Encumbrances* [Docket No. 1279] (the "Stalking Horse Motion").

5. Attached to this Section 999.5(d)(1)(B) as **Exhibit 5**, is a copy of the *Order (1) Approving Form Of Asset Purchase Agreement For Stalking Horse Bidder And For Prospective Overbidders, (2) Approving Auction Sale Format, Bidding Procedures And Stalking Horse Bid Protections, (3) Approving Form Of Notice To Be Provided To Interested Parties, (4) Scheduling A Court Hearing To Consider Approval Of The Sale To The Highest Bidder And (5) Approving Procedures Related To The Assumption Of Certain Executory Contracts And Unexpired Leases; And (Ii) An Order (A) Authorizing The Sale Of Property Free And Clear Of All Claims, Liens And Encumbrances; Memorandum Of Points And Authorities In Support Thereof* [Docket No. 1572] (the "Bid Procedures Order").

6. Attached to this Section 999.5(d)(1)(B) as **Exhibit 6**, is a copy of the *Debtors' Memorandum In Support Of Entry Of An Order: (A) Authorizing The Sale Of Property Free And Clear Of All Claims, Liens And Encumbrances; (B) Authorizing The Assumption And Assignment Of Designated Executory Contracts And Unexpired Leases; And (C) Granting Related Relief* [Docket No. 2115] (the "Winning Bidder Motion").

7. Attached to this Section 999.5(d)(1)(B) as **Exhibit 7**, is a copy of the *Declaration Of James M. Moloney In Support Of The Debtors' Memorandum In Support Of Entry Of An Order: (A) Authorizing The Sale Of Property Free And Clear Of All Claims, Liens And Encumbrances; (B) Authorizing The Assumption And Assignment Of Designated Executory Contracts And Unexpired Leases; And (C) Granting Related Relief* [Docket No. 2220] (the "Moloney Declaration"), which is related to the Winning Bidder Motion [Docket No. 2115].

Title 11, California Code of Regulations, § 999.5(d)(1)(B)

Exhibit 1

Docket #2305 Date Filed: 5/2/2019

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Attorneys for the Chapter 11 Debtors and Debtors In Possession

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

In re

VERITY HEALTH SYSTEM OF CALIFORNIA, INC., *et al.*,

Debtors and Debtors In Possession.

☒ Affects All Debtors

☐ Affects Verity Health System of California, Inc.
☐ Affects O'Connor Hospital
☐ Affects Saint Louise Regional Hospital
☐ Affects St. Francis Medical Center
☐ Affects St. Vincent Medical Center
☐ Affects Seton Medical Center
☐ Affects O'Connor Hospital Foundation
☐ Affects Saint Louise Regional Hospital Foundation
☐ Affects St. Francis Medical Center of Lynwood Foundation
☐ Affects St. Vincent Foundation
☐ Affects St. Vincent Dialysis Center, Inc.
☐ Affects Seton Medical Center Foundation
☐ Affects Verity Business Services
☐ Affects Verity Medical Foundation
☐ Affects Verity Holdings, LLC
☐ Affects De Paul Ventures, LLC
☐ Affects De Paul Ventures - San Jose Dialysis, LLC

Debtors and Debtors In Possession.

Lead Case No. 2:18-bk-20151-ER

Jointly Administered With:
Case No. 2:18-bk-20162-ER
Case No. 2:18-bk-20163-ER
Case No. 2:18-bk-20164-ER
Case No. 2:18-bk-20165-ER
Case No. 2:18-bk-20167-ER
Case No. 2:18-bk-20168-ER
Case No. 2:18-bk-20169-ER
Case No. 2:18-bk-20171-ER
Case No. 2:18-bk-20172-ER
Case No. 2:18-bk-20173-ER
Case No. 2:18-bk-20175-ER
Case No. 2:18-bk-20176-ER
Case No. 2:18-bk-20178-ER
Case No. 2:18-bk-20179-ER
Case No. 2:18-bk-20180-ER
Case No. 2:18-bk-20181-ER

Hon. Judge Ernest M. Robles

NOTICE OF FILING OF FINAL ASSET PURCHASE AGREEMENT AND SCHEDULES

RE MOTION FOR THE ENTRY OF (I) AN ORDER (1) APPROVING FORM OF ASSET PURCHASE AGREEMENT FOR STALKING HORSE BIDDER AND FOR PROSPECTIVE OVERBIDDERS, (2) APPROVING AUCTION SALE FORMAT, BIDDING PROCEDURES AND STALKING HORSE BID PROTECTIONS [...]

[RELATED TO DOCKET NOS. 1279 & 572]

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PLEASE TAKE NOTICE that, on January 17, 2019, Verity Health System of California, Inc. ("VHS") and the above-referenced affiliated debtors, the debtors and debtors in possession in the above-captioned chapter 11 bankruptcy cases (collectively, the "Debtors"), filed their *Motion For The Entry Of (I) An Order (1) Approving Form Of Asset Purchase Agreement For Stalking Horse Bidder And For Prospective Overbidders, (2) Approving Auction Sale Format, Bidding Procedures And Stalking Horse Bid Protections, (3) Approving Form Of Notice To Be Provided To Interested Parties, (4) Scheduling A Court Hearing To Consider Approval Of The Sale To The Highest Bidder, And (5) Approving Procedures Related To The Assumption Of Certain Executory Contracts And Unexpired Leases; And (II) An Order (A) Authorizing The Sale Of Property Free And Clear Of All Claims, Liens And Encumbrances* [Docket No. 1279] (the "Bidding Procedures Motion"), which attached, as Exhibit "A," that certain Asset Purchase Agreement, dated January 8, 2018 (the "APA"), between: (i) VHS, Verity Holdings, LLC, a California limited liability company, St. Francis Medical Center, a California nonprofit public benefit, St. Vincent Medical Center, a California nonprofit public benefit corporation, St. Vincent Dialysis Center, Inc., a California nonprofit public benefit corporation and Seton Medical Center, a California nonprofit public benefit corporation, on the one hand; and (ii) Strategic Global Management, Inc., a California corporation ("SGM"), on the other hand. Thereafter, on February 1, 2019, the Debtors filed the *Omnibus Reply to Objections to Motion For The Entry Of (I) An Order (1) Approving Form Of Asset Purchase Agreement For Stalking Horse Bidder And For Prospective Overbidders, (2) Approving Auction Sale Format, Bidding Procedures And Stalking Horse Bid Protections, (3) Approving Form Of Notice To Be Provided To Interested Parties, (4) Scheduling A Court Hearing To Consider Approval Of The Sale To The Highest Bidder, And (5) Approving Procedures Related To The Assumption Of Certain Executory Contracts And Unexpired Leases; And (II) An Order (A) Authorizing The Sale Of Property Free And Clear Of All Claims, Liens And Encumbrances*, which attached the schedules to the APA [Docket No. 1448-2].

PLEASE TAKE FURTHER NOTICE that, on February 19, 2019, the Court entered an order granting the Bidding Procedures Motion, and, among other things, approving the APA and Schedule 6.1(b)(3) with certain modifications [Docket No. 1572]. At a hearing on April 17, 2019, the Court approved the Debtors' sale to SGM of the assets set forth in the APA.

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file the final version of the APA and the schedules, attached hereto as **Exhibit "1."**

Dated: May 2, 2019

DENTONS US LLP
SAMUEL R. MAIZEL
TANIA M. MOYRON

By */s/ Tania Moyron*
Tania Moyron

Attorneys for the Chapter 11 Debtors and Debtors In Possession

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EXHIBIT 1
PART 1

EXHIBIT 1
PART 1

FINAL VERSION

ASSET PURCHASE AGREEMENT

By and Among

Verity Health System of California, Inc., Verity Holdings, LLC,

St. Francis Medical Center, St. Vincent Medical Center, St. Vincent Dialysis Center, Inc., Seton Medical Center

and

Strategic Global Management, Inc.

Dated January 8, 2019

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "**Agreement**") is made and entered into as of the 8th day of January, 2019 (the "**Signing Date**") by and among Verity Health System of California, Inc., a California nonprofit public benefit corporation ("**Verity**"), Verity Holdings, LLC, a California limited liability company ("**Verity Holdings**"), St. Francis Medical Center, a California nonprofit public benefit corporation ("**St. Francis**"), St. Vincent Medical Center, a California nonprofit public benefit corporation ("**St. Vincent**"), St. Vincent Dialysis Center, Inc., a California nonprofit public benefit corporation ("**St. Vincent Dialysis**"), and Seton Medical Center, a California nonprofit public benefit corporation ("**Seton**" and together with St. Francis Medical Center, St. Vincent Medical Center and St. Vincent Dialysis, collectively, the "**Hospital Sellers**") (Verity, Verity Holdings, St. Francis, St. Vincent, St. Vincent Dialysis and Seton are each referred to herein individually as a "**Seller**" and collectively as the "**Sellers**"), and Strategic Global Management, Inc., a California corporation ("**Purchaser**").

RECITALS:

A. St. Francis engages in the business of the operation of the hospital known as St. Francis Medical Center, located at 3630 E. Imperial Highway, Lynwood, CA 90262, including the hospital pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics owned or operated by St. Francis (collectively, the "**St. Francis Hospital**").

B. St. Vincent engages in the business of the operation of the hospital known as St. Vincent Medical Center, located at 2131 W 3rd Street, Los Angeles, CA 90057, including the hospital pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics owned or operated by St. Vincent (collectively, the "**St. Vincent Hospital**").

C. Seton engages in the business of the operation of two general acute care hospitals under a single license, consisting of: (i) the hospital known as Seton Medical Center, located at 1900 Sullivan Avenue, Daly City, CA 94015, including the hospital pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics owned or operated by Seton (collectively, the "**Seton Hospital**") and (ii) the hospital known as Seton Medical Center Coastside, located at 600 Marine Blvd, Moss Beach, CA 94038, including the hospital pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics owned or operated by Seton (collectively, the "**Seton Coastside Hospital**" and together with the St. Francis Medical Center Hospital, the St. Vincent Medical Center Hospital and the Seton Hospital, the "**Hospitals**"; the business of the operation of the Hospitals is referred to herein as the "**Businesses**").

D. Purchaser desires to purchase from Sellers, and Sellers desire to sell to Purchaser, the assets described in Section 1.7 below (the "**Assets**") owned by Sellers and used with respect to the Businesses, for the consideration and upon the terms and conditions contained in this Agreement.

E. Sellers filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") with the United States Bankruptcy Court for the Central District of California, Los Angeles Division (the "**Bankruptcy Court**"), lead Case No. 2:18-bk-201510ER, jointly administered or to be jointly administered with their affiliates (the "**Bankruptcy Cases**").

F. The parties intend to effectuate the transactions contemplated by this Agreement through a sale of the Assets approved by the Bankruptcy Court pursuant to Section 363 of Title 11 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained in this Agreement, and for their mutual reliance and incorporating into this Agreement the above recitals, the parties hereto agree as follows:

ARTICLE 1

SALE AND TRANSFER OF ASSETS; CONSIDERATION; CLOSING

1.1 Purchase Price.

(a) Subject to the terms and conditions of this Agreement, the purchase price ("**Purchase Price**") shall consist of the following:

(i) Cash payment to Sellers (the "**Cash Consideration**") of Six Hundred Ten Million Dollars ($610,000,000.00), which shall be allocated Four Hundred Twenty Million Dollars ($420,000,000) to St. Francis Medical Center, One Hundred Twenty Million Dollars ($120,000,000) to St. Vincent Medical Center, and Seventy Million Dollars ($70,000,000) to Seton for Seton Hospital and Seton Coastside Hospital, provided, that if the CA AG's approval does not include a requirement that Seton Hospital remain open as an acute care hospital or that Seton Coastside Hospital remain open as a skilled nursing facility, then an amount to be determined by Purchaser, in its sole discretion, of such Cash Consideration shall be re-allocated from St. Francis to Seton;

(ii) Assumption of Sellers' accrued vacation and other paid time off as of the Closing, to be provided only with respect to Hired Employees (as defined in Section 5.3(a)) in the form of credited vacation and PTO, subject to compliance with applicable law and regulation, including consent of such employees if required;

(iii) Assumption of all liabilities of Seton as Obligated Party and Property Owner under the (i) Agreement to Pay Assessment and Finance Improvements dated May 17, 2017 with California Statewide Communities Development Authority ("**CSCDA**") and (ii) Agreement to Pay Assessment and Finance Improvements dated May 18, 2017 with CSCDA (collectively

the "**Special Assessments**") each associated with of the Property Assessed Clean Energy ("**PACE**") (seismic and clean energy) loans (collectively the "**PACE Obligations**"); and

(iv) Payment of Cure Costs (defined below) associated with any Assumed Leases and/ or Assumed Contracts and assumption of the other Assumed Obligations (as defined below).

(b) Purchaser (i) is acquiring the Assets and (ii) is only assuming (x) the PACE Obligations and (y) the Assumed Obligations (as defined below).

(c) At the Closing, Purchaser shall pay to Sellers, by wire transfer of immediately available funds to the accounts specified by Sellers to Purchaser in writing, an aggregate amount equal to the Cash Consideration, minus the Net QAF Reduction Amount (defined below), if any, plus the Net QAF Increase Amount (defined below), if any, plus any amounts (x) held by the PACE Trustee as an interest or fee reserve on account the PACE Obligations on the Closing Date and (y) remitted to CSCDA by Seton pursuant to the Special Assessments from and after the date of execution of this Agreement by Buyer up to and including the Closing Date, minus the Deposit (defined below).

(d) For purposes of this Agreement, the "**QAF Program**" means the California Department of Health Care Services Hospital Quality Assurance Fee Programs IV ("**QAF IV**") and V ("**QAF V**"). During the period prior to Closing, Sellers shall pay any fees owing under QAF IV and QAF V, and Sellers shall be entitled to retain all payments received under QAF IV and QAF V. At Closing, Sellers shall credit to the Cash Consideration the amount by which payments received under QAF IV and QAF V between the Signing Date and Closing exceed the sum of (i) fees paid under QAF IV and QAF V during such period plus (ii) the amount of fees which are unpaid and owing as of the Closing in respect of invoices received by Sellers prior to Closing under QAF IV and QAF V (the "**Net QAF Reduction Amount**"), as provided above in Section 1.1(c). At Closing, Purchaser shall pay Sellers (as an increase to the Cash Consideration) the amount by which the sum of (i) fees paid under QAF IV and QAF V between the Signing Date and Closing plus (ii) the amount of fees which are unpaid and owing as of Closing in respect of invoices received by Sellers prior to Closing under QAF IV and QAF V exceeds payments received under QAF IV and QAF V during such period (the "**Net QAF Increase Amount**"), as provided above in Section 1.1(c).

(e) Purchaser shall, prior to Closing, be permitted to communicate with holders of secured debt of the Sellers regarding the possible assumption by Purchaser of all or a portion of such debt at the Closing. If Purchaser agrees to assume any such debt at the Closing, Purchaser and Sellers shall negotiate an appropriate credit to the Purchase Price for such assumption of debt.

1.2 Deposit. Purchaser, by wire transfer to an account designated by Sellers has made a good faith deposit in the amount of Thirty Million Dollars ($30,000,000) on the date hereof (the "**Deposit**"). The Deposit shall be non-refundable in all events, except as provided in Section 6.1(b) or Section 6.2, or in the event Purchaser has terminated this Agreement pursuant to Section 9.1 (other than Section 9.1(b)) or as set forth in Section 9.2, in which case Seller shall immediately return the Deposit to Purchaser with all interest earned thereon. Upon Closing, the Deposit will

be credited against the Purchase Price. Pending the Closing, or until this Agreement is terminated, the Deposit shall be deposited in an interest bearing account, with interest credited to Purchaser, at a federally-insured financial institution mutually acceptable to Purchaser and Sellers. In addition, on the Signing Date, Purchaser shall deliver to Sellers executed letters from its financing sources, in form and substance satisfactory to Sellers in their discretion.

1.3 Closing Date. The consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at 10:00 a.m. local time at the offices of Dentons US LLP, 601 South Figueroa St., Suite 2500, Los Angeles, CA 90017-5704 (the day on which Closing actually occurs, the "**Closing Date**") promptly but no later than ten (10) business days following the satisfaction or waiver of the conditions set forth in ARTICLE 7 and ARTICLE 8, other than those conditions that by their nature are to be satisfied at Closing but subject to fulfillment or waiver of those conditions. The Closing shall be deemed to occur and to be effective as of 11:59 p.m. Pacific time on the Closing Date (the "**Effective Time**").

1.4 Items to be Delivered by Sellers at Closing. At or before the Closing, Sellers shall deliver, or cause to be delivered, to Purchaser the following:

1.4.1 a Bill of Sale substantially in the form of **Exhibit 1.4.1** attached hereto (the "**Bill of Sale**"), duly executed by each Seller, with respect to the Assets;

1.4.2 Real Estate Assignment and Assumption Agreements (the "**Real Estate Assignments**") in the form of **Exhibit 1.4.2** attached hereto with respect to (i) the Leased Real Property, and (ii) the Tenant Leases, each duly executed by each Seller;

1.4.3 a Quitclaim Deed (the "**Deed**") in the form of **Exhibit 1.4.2** attached hereto with respect to the real property listed in Schedule 1.4.3, together with all plant, buildings, structures, installments, improvements, fixtures, betterments, additions and constructions in progress situated thereon (collectively, the "**Owned Real Property**") duly executed by each Seller;

1.4.4 an Assumption Agreement (the "**Assumption Agreement**") in the form of **Exhibit 1.4.2** attached hereto with respect to the Assumed Obligations duly executed by each Seller;

1.4.5 favorable original certificates of good standing, of each Seller, issued by the State of California, dated no earlier than a date which is fifteen (15) calendar days prior to the Closing Date;

1.4.6 a duly executed certificate of an officer of each Seller certifying to Purchaser (i) the incumbency of the officers of such Seller on the Signing Date and on the Closing Date and bearing the authentic signatures of all such officers who shall execute this Agreement and any additional documents contemplated by this Agreement and (ii) the due adoption and text of the resolutions or consents of the Board of Directors of such Seller authorizing (I) the transfer of the Assets and transfer of the Assumed Obligations by such Seller to Purchaser and (II) the due execution, delivery and performance of this Agreement and all additional documents contemplated

by this Agreement, and that such resolutions have not been amended or rescinded and remain in full force and effect on the Closing Date;

1.4.7 a certified copy of the Sale Order (as defined below);

1.4.8 a Transition Services Agreement (the "**Transition Services Agreement**") in form and substance satisfactory to Sellers and Purchaser, in their reasonable discretion, granting to Sellers use of certain assets, systems and personnel identified in such agreement solely in connection with Sellers' wind-down of the Businesses, the completion of the Bankruptcy Cases and the dissolution of Sellers (and following completion of such wind-down, Bankruptcy Cases and dissolution of Sellers, such Transition Services Agreement shall automatically terminate);

1.4.9 acknowledgements by CSCDA and the PACE Trustee that Purchaser is the Successor Property Owner and Obligated Party under the PACE Obligations and releases of the Sellers from any and all claims arising or accruing prior to the Closing Date, and

1.4.10 any such other instruments, certificates, consents or other documents which Purchaser and Sellers mutually deem reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof.

1.5 Items to be Delivered by Purchaser at Closing. At or before the Closing, Purchaser shall deliver or cause to be delivered to Sellers the following:

1.5.1 payment of the Cash Consideration subject to credits or plus payment to Sellers of all amounts as provided under Section 1.6;

1.5.2 evidence of payment of all Cure Costs required hereunder to be paid by Purchaser;

1.5.3 a duly executed certificate of the Secretary of Purchaser certifying to Sellers (a) the incumbency of the officers of Purchaser on the Signing Date and on the Closing Date and bearing the authentic signatures of all such officers who shall execute this Agreement and any additional documents contemplated by this Agreement and (b) the due adoption and text of the resolutions of the Board of Directors of Purchaser authorizing the execution, delivery and performance of this Agreement and all additional documents contemplated by this Agreement, and that such resolutions have not been amended or rescinded and remain in full force and effect on the Closing Date;

1.5.4 favorable original certificate of good standing, of Purchaser, issued by the California Secretary of State dated no earlier than a date which is fifteen (15) calendar days prior to the Closing Date;

1.5.5 the Bill of Sale, duly executed by Purchaser;

1.5.6 the Real Estate Assignment(s), duly executed by Purchaser;

1.5.7 the Assumption Agreement, duly executed by Purchaser;

1.5.8 the License Agreement referenced in Section 1.7(q);

1.5.9 the Transition Services Agreement; and

1.5.10 any such other instruments, certificates, consents or other documents which Purchaser and Sellers mutually deem reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof.

1.6 Prorations and Utilities. All items of income and expense listed below with respect to the Assets shall be prorated in accordance with the principles and the rules for the specific items set forth hereafter:

1.6.1 All transfer, conveyance, sales, use, stamp, similar state and local taxes arising from the sale of the Assets hereunder shall be the responsibility of, and allocated to, Purchaser.

1.6.2 Other than the Utility Deposits (defined below), which are governed by Section 1.8(j), and other than with respect to Cure Costs payable by Purchaser, the following costs and expenses shall be prorated based upon the payment period (*i.e.*, calendar or other tax fiscal year) to which the same are attributable: all real estate and personal property lease payments, real estate and personal property taxes, real estate assessments, other than the PACE Special Assessments and other similar charges against real estate, and power and utility charges (collectively, the "**Prorated Charges**") on the Assets. Each Seller shall pay its respective portion at or prior to the Closing (or Purchaser shall receive credit for) of any unpaid Prorated Charges attributable to periods or portions thereof occurring prior to the Effective Time, and Purchaser shall assume as an Assumed Liability or, to the extent previously paid by any Seller, pay to such Seller at the Closing all Prorated Charges attributable to periods or portions thereof occurring from and after the Effective Time. In the event that as of the Closing Date the actual tax bills for the tax year or years in question are not available and the amount of taxes to be prorated as aforesaid cannot be ascertained, then rates, millages and assessed valuation of the previous year, with known changes, shall be used. The parties agree that if the real estate and personal property tax prorations are made based upon the taxes for the preceding tax period, the prorations shall be re-prorated after the Closing. As to power and utility charges, "final readings" as of the Closing Date shall be ordered from the utilities; the cost of obtaining such "final readings," if any, shall be paid by Purchaser.

1.6.3 Sellers shall be entitled to all rents and other payments under Tenant Leases accruing for the period prior to the Effective Time ("**Pre Effective Time Lease Amounts**"), and Purchaser shall be entitled to all rents and other payments under tenant leases accruing for the period after the Effective Time ("**Post Effective Time Lease Amounts**" and together with the Pre Effective Time Lease Amounts, the "**Lease Amounts**"). All Lease Amounts that are collected prior to the Closing shall be prorated as of the Closing in accordance with the immediately preceding sentence. All Lease Amounts that are accrued but uncollected as of the Closing (including, without limitation, rents and other payments accrued prior to the Closing but payable in arrears after the Closing) (collectively, the "**Unpaid Amounts**") shall belong to Sellers, and Purchaser shall, upon receipt of said rents and other payments, receive the same in trust for Sellers and shall promptly remit any of such amounts to the applicable Seller within ten (10) days after

Purchaser's receipt of same. For the avoidance of doubt, all rental payments received after Closing shall be first applied to any amounts owed to the Sellers under this Section 1.6.3.

1.6.4 All prorations and payments to be made under the foregoing provisions shall be agreed upon by Purchaser and Sellers prior to the Closing and shall be binding upon the parties; provided, however, with respect to the Unpaid Amounts, in the event any proration, apportionment or computation shall prove to be incorrect for any reason, then either the applicable Seller or Purchaser shall be entitled to an adjustment to correct the same, provided that said party makes written demand on the party from whom it is entitled to such adjustment within thirty (30) calendar days after the erroneous payment or computation was made, or such later time as may be required, in the exercise of due diligence, to obtain the necessary information for proration. This Section 1.6 shall survive Closing.

1.7 Transfer of Assets of Sellers. On the Closing Date and subject to the terms and conditions of this Agreement, each Seller shall sell, assign, transfer, convey and deliver to Purchaser, free and clear of all liens, claims, interests and encumbrances other than the Permitted Exceptions (defined below), and Purchaser shall acquire, all of each Seller's right, title and interest in and to only the following assets and properties, as such assets shall exist on the Closing Date, in each case (notwithstanding anything else in this Agreement) solely to the extent used primarily in the conduct of the Businesses and to the extent not included among the Excluded Assets, such transfer being deemed to be effective at the Effective Time:

(a) all of the tangible personal property owned by such Hospital Seller, or to the extent assignable or transferable by each Hospital Seller, leased, subleased or licensed by such Hospital Seller, and used by such Seller in the operation of the Hospital of such Hospital Seller, including equipment, furniture, fixtures, machinery, vehicles, office furnishings and leasehold improvements (the "**Personal Property**");

(b) all of such Hospital Seller's rights, to the extent assignable or transferable, to all Medicare and Medi-Cal provider agreements, permits, approvals, certificates of exemption, franchises, accreditations and registrations and other governmental licenses, permits or approvals issued to such Seller for use in the operation of the Hospital of such Hospital Seller (the "**Licenses**"), including, without limitation, the Licenses and Medicare/Medi-Cal Provider Agreements set forth on **Schedule 1.7(b)**, except to the extent Purchaser elects, in its discretion, not to take assignment of any such Licenses;

(c) all of such Hospital Seller's interest in and to the Owned Real Property and all of such Hospital Seller's interest, to the extent assignable or transferable, in and to all of the following (the "**Assumed Leases**"): (i) personal property leases with respect to the operation of the Hospital of such Hospital Seller (including leases for assets described in Section 1.7(i), (ii) the real property leases for all real property leased by such Hospital Seller and set forth on **Schedule 1.7(c)(ii)** (the "**Leased Real Property**"), and (iii) the real property leased or subleased by such Seller to a third party and set forth on **Schedule 1.7(c)(iii)** (the "**Tenant Leases**");

(d) all of such Hospital Seller's interest, to the extent assignable or transferable, in and to all contracts and agreements (including, but not limited to, purchase orders) with respect

to the operation of the Hospital of such Hospital Seller that have been designated by Purchaser as a contract to be assumed pursuant to Section 1.11 (the "**Assumed Contracts**");

(e) other than the Excluded Settlements and Actions (defined below), all claims, rights, interests and proceeds (whether received in cash or by credit to amounts otherwise due to a third party) with respect to amounts overpaid by such Seller to any third party health plans with respect to periods prior to the Effective Time (e.g. such overpaid amounts may be determined by billing audits undertaken by such Seller or such Seller's consultants), except with respect to any causes of action or proceeds thereof arising under Chapter 5 of the Bankruptcy Code other than with respect to Assumed Contracts and Assumed Leases and other items described in Section 1.8(h);

(f) to the extent assignable or transferable, all inventories of supplies, drugs, food, janitorial and office supplies and other disposables and consumables (i) located at the Hospital of such Seller or (ii) used in the operation of the Hospital of such Seller (the "**Inventory**") except as set forth in Section 1.8(e);

(g) other than Utility Deposits, all prepaid rentals, deposits, prepayments (excluding prepaid insurance and prepaid taxes) and similar amounts relating to the Assumed Contracts and/or the Assumed Leases, which were made with respect to the operation of the Hospital of such Hospital Seller (the "**Prepaids**");

(h) to the extent assignable or transferrable, all of the following that are not proprietary to such Seller and/or owned by or proprietary to such Hospital Seller's affiliates: operating manuals, files and computer software with respect to the operation of the Hospital of such Hospital Seller, including, without limitation, all patient records, medical records, employee records, financial records, equipment records, construction plans and specifications, and medical and administrative libraries; *provided, however*, that any patient records and medical records which are not required by law to be maintained by such Hospital Seller as of the Effective Time shall be an Excluded Asset;

(i) to the extent assignable or transferrable (and if leased, to the extent the associated lease is transferrable), including any assignment which is made effective pursuant to the Sale Order where the consent of a third party is required pursuant to the terms of an applicable agreement but not obtained, all systems, servers, computers, hardware, firmware, middleware, telecom equipment, networks, data communications lines, routers, hubs, switches and all other information technology equipment, and all associated documentation owned, leased or licensed by Sellers and used by Sellers with respect to the operations of the Hospitals;

(j) all Measure B trauma funding received after the Signing Date to be paid related to service periods ending on or after the Signing Date (pro rated between Purchaser and Sellers for any such payments covering service periods which include days both before and after the Signing Date based upon the number of days in the relevant payment period before the Signing Date (for the account of Sellers) and after the Signing Date (for the account of Purchaser));

(k) Except for as stated in Section 1.7(j), all accounts and interest thereupon, notes and interest thereupon and other receivables of such Seller, including, without limitation,

accounts, notes or other amounts receivable, disproportionate share payments and all claims, rights, interests and proceeds related thereto, including all accounts and other receivables, and Seller Cost Report settlements related thereto, in each case arising from the rendering of services or provision of goods, products or supplies to inpatients and outpatients at the Hospital of such Seller, billed and unbilled, recorded and unrecorded, for services, goods, products and supplies provided by such Seller prior to the Effective Time whether payable by Medicare, Medicaid, or any other payor (including an insurance company), or any health care provider or network (such as a health maintenance organization, preferred provider organization or any other managed care program) or any fiscal intermediary of the foregoing, private pay patients, private insurance or by any other source (collectively, "**Accounts Receivable**");

(l) all rights, claims and causes of action of such Seller to the extent related to and/or to the extent arising out of the Accounts Receivable acquired by Purchaser at the Closing;

(m) other than the Excluded Settlements and Actions, all regulatory settlements, rebates, adjustments, refunds or group appeals, including without limitation pursuant to all cost reports filed by Sellers for payment or reimbursement from government payment programs and other payors with respect to periods after the Signing Date;

(n) other than the Excluded Settlements and Actions, all casualty insurance proceeds arising in respect of casualty losses occurring after the Signing Date in connection with the ownership or operation of the Assets;

(o) other than the Excluded Settlements and Actions, all surpluses arising out of any risk pools, shared savings program or accountable care organization arrangement to which any Seller is party on the Closing Date, in each case to the extent Purchaser assumes the underlying contract relating to such risk pools, shared savings program or accountable care organization arrangement;

(p) all transferable unclaimed property of any Person in Sellers' possession as of the Closing Date, including, without limitation, property which is subject to applicable escheat laws;

(q) to the extent assignable or transferable by Sellers without out-of-pocket expense to Sellers, all warranties (including warranties of any manufacturer or vendor) on or in connection with the Assets (including the Personal Property) in favor of the Hospitals or Sellers;

(r) the right to use the names "St. Francis Medical Center", "St. Vincent Medical Center", "Seton Medical Center" and "Seton Medical Center Coastside", including any trademarks, service marks, trademark and service mark registrations and registration applications, trade names, trade name registrations, logos, domain names, trade dress, copyrights, copyright registrations, website content, know- how, trade secrets and the corporate or company names of Sellers and the names of the Hospitals, together with all rights to sue and recover damages for infringement, dilution, misappropriation or other violation or conflict associated with any of the foregoing; at the Closing, Purchaser will execute and deliver to Sellers the Transition Services Agreement granting to Sellers an unlimited, royalty free, irrevocable license to use any and all of the foregoing solely in connection with the wind-down of the Businesses, the completion of the

Bankruptcy Cases and the dissolution of Sellers (and following completion of such wind-down, Bankruptcy Cases and dissolution of Sellers, such license shall automatically terminate);

(s) all goodwill of the Hospital of such Hospital Seller evidenced by or associated with any of the Assets;

(t) to the extent transferable or assignable, such Hospital Seller's right or interest in the telephone and facsimile numbers and uniform resource locaters used with respect to the operation of the Hospital of such Hospital Seller;

(u) each such Hospital Seller's Medicare and Medi-Cal provider agreements and lockbox account(s) identified on **Schedule 1.7(u)**;

(v) all documents, records, correspondence, work papers and other documents, other than patient records, primarily relating to the Accounts Receivable;

(w) with respect to Verity Holdings, the assets represented by the assessor's parcel numbers (APN's) listed in **Schedule 1.7(w)** hereof (the "**Purchased Verity Holdings Assets**");

(x) except for the Excluded Assets, to the extent assignable or transferable, and subject to the Permitted Exceptions, any other assets owned by such Hospital Seller (which are not otherwise specifically described above in this Section 1.7) that are used in the operation of the Hospital of such Hospital Seller;

(y) all of Seton's interest in and to the PACE Obligations; and

(z) all QAF V and subsequent QAF program payments received after the Closing (e.g., QAF VI and QAF VII).

As used herein, the term "**Permitted Exceptions**" means (i) the Assumed Obligations; (ii) the PACE Obligations; (iii) liens for taxes not yet due and payable (iv) easements, rights of way, zoning ordinances and other similar encumbrances affecting real property; (v) other imperfections of title or encumbrances, if any, which are not monetary in nature and that are not, individually or in the aggregate, material to the business of the Hospital; (vi) any agreements made with any governmental authority in order to obtain any consent or approval, including, without limitation, in connection with the Medicare and Medi-Cal provider agreements; and (vii) other imperfections of title or encumbrances that are expressly identified on **Schedule 1.7** hereof.

1.8 Excluded Assets. Notwithstanding anything to the contrary in Section 1.7, each Seller shall retain all interests, rights and other assets owned directly or indirectly by it (or any of such Seller's affiliates) which are not among the Assets, including, without limitation, the following interests, rights and other assets of such Seller (collectively, the "**Excluded Assets**"):

(a) cash, cash equivalents and short-term investments;

(b) all Seller Plans (defined below) and the assets of all Seller Plans and any asset that would revert to the employer upon the termination of any Seller Plan, including, without limitation, any assets representing a surplus or overfunding of any Seller Plan;

(c) all contracts that are not Assumed Contracts;

(d) all leases that are not Assumed Leases;

(e) the portions of Inventory, Prepaids, and other assets disposed of, expended or canceled, as the case may be, by such Seller after the Signing Date and prior to the Effective Time in the ordinary course of business;

(f) assets owned and provided by vendors of services or goods to the Hospital of such Hospital Seller;

(g) all of such Seller's organizational or corporate record books, minute books, tax returns, tax records and reports, data, files and documents, including electronic data related thereto;

(h) all claims, counterclaims and causes of action of such Seller or such Seller's bankruptcy estate (including parties acting for or on behalf of such Seller's bankruptcy estate, including, but not limited to, the official committee of unsecured creditors appointed in the Bankruptcy Cases), including, without limitation, rights of recovery or set-off of every kind and character against third parties, causes of action arising out of any claims and causes of action under chapter 5 of the Bankruptcy Code and any related claims, counterclaims and causes of action under applicable non-bankruptcy law, and any rights to challenge liens asserted against property of such Seller's bankruptcy estate, including, but not limited to, liens attaching to the Purchase Price paid to such Seller, and the proceeds from any of the foregoing;

(i) other than casualty insurance proceeds described in Section 1.7(m), all insurance policies and contracts and coverages obtained by such Seller or listing such Seller as insured party, a beneficiary or loss payee, including prepaid insurance premiums, and all rights to insurance proceeds under any of the foregoing, and all subrogation proceeds related to any insurance benefits arising from or relating to Assets prior to the Closing Date;

(j) all deposits made with any entity that provides utilities to the Hospital (the "**Utility Deposits**");

(k) all rents, deposits, prepayments, and similar amounts relating to any contract or lease that is not an Assumed Contract or Assumed Lease;

(l) all non-transferrable unclaimed property of any third party as of the Effective Time, including, without limitation, property which is subject to applicable escheat laws;

(m) all other bank accounts of such Sellers not listed on **Schedule 1.7(u)**;

(n) all writings and other items that are protected from discovery by the attorney-client privilege, the attorney work product doctrine or any other cognizable privilege or protection;

(o) the rights of such Seller to receive mail and other communications with respect to Excluded Assets or Excluded Liabilities;

(p) all director and officer insurance;

(q) all tax refunds of such Seller;

(r) all documents, records, operating manuals and film pertaining to the Hospital that the parties agree that such Seller is required by law to retain;

(s) all patient records and medical records which are not required by law to be maintained by such Seller as of the Effective Time;

(t) all documents, records, correspondence, work papers and other patient records that may not be transferred under applicable law, and any other documents, records, or correspondence (including with respect to any employees) that may not be transferred under applicable law;

(u) any rights or documents relating to any Excluded Liability or other Excluded Asset;

(v) any rights or remedies provided to such Seller under this Agreement and each other document executed in connection with the Closing;

(w) any (i) personnel files for employees of such Seller who are not hired by Purchaser; (ii) other books and records that such Seller is required by Law to retain; provided, however, that except as prohibited by Law and subject to Article 5, Purchaser shall have the right to make copies of any portions of such retained books and records that relate to the business of the Hospital as conducted before the Closing or that relate to any of the Assets; (iii) documents which such Seller is not permitted to transfer pursuant to any contractual obligation owed to any third party; (iv) documents primarily related to any Excluded Assets; and (v) documents necessary to prepare tax returns (Purchaser shall be entitled to a copy of such documents). With respect to documents necessary to prepare cost reports, Purchaser shall receive the original document and such Seller shall be entitled to retain a copy of such documents for any period ending on or prior to the Closing Date;

(x) all deposits or other prepaid charges and expenses paid in connection with or relating to any other Excluded Assets;

(y) all rights, claims and causes of action of such Seller to the extent related to and/or to the extent arising out of the receivables identified in **Schedule 1.8(y)** and rights to settlements and retroactive adjustments, if any, whether arising under a Seller Cost Report or otherwise, for any reporting periods ending on or prior to the Effective Time, whether open or closed, arising from or against the United States government under the terms of the Medicare

program or TRICARE (formerly the Civilian Health and Medical Program of the Uniformed Services);

(z) all pre-Closing settlements or settlements pursuant to adversary proceedings in the Bankruptcy Cases, including, without limitation, any proceedings identified in Section 1.8(h) or 1.8(y) (together with the items identified in Section 1.8(h) and 1.8(y), the "**Excluded Settlements and Actions**");

(aa) for the avoidance of doubt, all QAF IV and QAF V payments actually received prior to the Signing Date;

(bb) all assets of Verity Holdings other than the Purchased Verity Holdings Assets and all assets of any of the tenants located in the leased premises of the purchased Verity Holdings properties; and

(cc) any assets identified in **Schedule 1.8(cc)**.

1.9 Assumed Obligations. On the Closing Date, each Seller shall assign, and Purchaser shall assume and agrees to discharge, perform and satisfy fully, on and after the Effective Time, the following liabilities and obligations of such Seller and only the following liabilities and obligations (collectively, the "**Assumed Obligations**"):

(a) the Assumed Contracts and all liabilities of such Seller under the Assumed Contracts, including related Cure Costs;

(b) the Assumed Leases and all liabilities of such Seller under the Assumed Leases, including related Cure Costs;

(c) all liabilities and obligations arising out of or relating to any act, omission, event or occurrence connected with the use, ownership or operation by Purchaser of the Hospital or any of the Assets on or after the Effective Time;

(d) all accrued vacation and other paid time off, to the extent assumed under Section 1.1(a)(ii);

(e) all liabilities and obligations of such Seller related to the Hired Employees arising on or following the Effective Time;

(f) all unpaid real and personal property taxes, if any, that are attributable to the Assets after the Effective Time, subject to the prorations provided in Section 1.6;

(g) all liabilities and obligations relating to utilities being furnished to the Assets, subject to the prorations provided in Section 1.6;

(h) any documentary, sales and transfer tax liabilities of such Seller incurred as a result of the consummation of the transaction contemplated by this Agreement;

(i) all liabilities or obligations provided for in Section 5.3;

(j) any obligations or liabilities Purchaser may desire or need to assume in order to have the Certifications/Licenses/Permits identified on Schedule 1.7(b) reissued to Purchaser, as well as any liabilities or obligations associated with Sellers' Medicare and Medi-Cal provider agreements, but only to the extent assumed by Purchaser, and any Medi-Cal liabilities or obligations needed to support ongoing Hospital Quality Assurance Fee Program payments; and

(k) any other obligations and liabilities identified in **Schedule 1.9(k)**.

1.10 Excluded Liabilities. Purchaser shall not assume or become responsible for any duties, obligations or liabilities of any Seller that are not assumed by Purchaser pursuant to the terms of this Agreement, the Bill of Sale, the Assumption Agreement or the Real Estate Assignment(s) (the "**Excluded Liabilities**"), and each Seller shall remain fully and solely responsible for all of such Seller's debts, liabilities, contract obligations, expenses, obligations and claims of any nature whatsoever related to the Assets or the Hospital unless assumed by Purchaser under this Agreement, in the Bill of Sale, the Assumption Agreement or in the Real Estate Assignment(s).

1.11 Designation of Assumed Contracts and Assumed Leases.

(a) Except as provided in Section 1.11(b), all contracts and leases will be subject to evaluation by Purchaser for assumption or rejection (collectively "**Evaluated Contracts**"). Not later than seven (7) days prior to the date of the auction for the Assets (i) Purchaser shall notify each Seller in writing of which Evaluated Contracts are to be assumed by such Seller and assigned to Purchaser and (ii) Purchaser shall notify each Seller in writing signed and dated by Purchaser of which Evaluated Contracts are to be rejected by such Seller (collectively, the "**Rejected Contracts**"); provided, that Purchaser shall have the right to designate additional Evaluated Contracts for assumption up to thirty (30) days prior to Closing. Each Seller shall file such motions in the Bankruptcy Court and take such other actions as are reasonably necessary to ensure that final and non-appealable orders are entered (x) assuming and assigning the respective Assumed Contracts or Assumed Leases applicable to such Seller to Purchaser and (y) rejecting the Rejected Contracts. With respect to each Assumed Lease, the applicable Seller shall execute and deliver to Purchaser an Assignment and Assumption of Lease. Notwithstanding anything to the contrary set forth in this Agreement, the Rejected Contracts shall constitute part of the Excluded Assets pursuant to, and as defined in, this Agreement.

(b) At Closing and pursuant to an order of the Bankruptcy Court, each Seller will assume and immediately assign to Purchaser the leases of such Seller for Leased Real Property and the Tenant Leases.

(c) Notwithstanding the foregoing, Purchaser's obligation to consummate the transactions contemplated by this Agreement are not contingent upon the assumption, assignment or rejection of any contract or lease, or on the amount of any payment or other performance needed to cure any default thereunder.

1.12 Disclaimer of Warranties; Release.

(a) THE ASSETS TRANSFERRED TO PURCHASER WILL BE SOLD BY SELLERS AND PURCHASED BY PURCHASER IN THEIR PHYSICAL CONDITION AT THE EFFECTIVE TIME, "AS IS, WHERE IS AND WITH ALL FAULTS AND NONCOMPLIANCE WITH LAWS" WITH NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, USAGE, WORKMANSHIP, QUALITY, PHYSICAL CONDITION, OR VALUE, AND ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED, AND WITH RESPECT TO THE LEASED REAL PROPERTY WITH NO WARRANTY OF HABITABILITY OR FITNESS FOR HABITATION, INCLUDING, WITHOUT LIMITATION, THE LAND, THE BUILDINGS AND THE IMPROVEMENTS. ALL OF THE PROPERTIES, ASSETS, RIGHTS, LICENSES, PERMITS, PRIVILEGES, LIABILITIES, AND OBLIGATIONS OF SELLERS INCLUDED IN THE ASSETS AND THE ASSUMED OBLIGATIONS ARE BEING ACQUIRED OR ASSUMED "AS IS, WHERE IS" ON THE CLOSING DATE AND IN THEIR PRESENT CONDITION, WITH ALL FAULTS. ALL OF THE TANGIBLE ASSETS SHALL BE FURTHER SUBJECT TO NORMAL WEAR AND TEAR AND NORMAL AND CUSTOMARY USE OF THE INVENTORY AND SUPPLIES IN THE ORDINARY COURSE OF BUSINESS UP TO THE EFFECTIVE TIME.

(b) Purchaser acknowledges that Purchaser will be examining, reviewing and inspecting all matters which in Purchaser's judgment bear upon the Assets, the Sellers, the Hospitals, the business of the Hospitals and their value and suitability for Purchaser's purposes and is relying solely on Purchaser's own examination, review and inspection of the Assets and Assumed Obligations. Purchaser releases each Seller and its affiliates from all responsibility and liability regarding the condition, valuation, salability or utility of the business of the Hospitals or the Assets, or their suitability for any purpose whatsoever. Purchaser further acknowledges that the representations and warranties of Sellers contained in ARTICLE 2 of this Agreement are the sole and exclusive representations and warranties made by Sellers to Purchaser (including with respect to the Hospitals, the Assets and the Assumed Obligations) and shall expire, and be of no further force or effect after January 8, 2019 (the period from the Signing Date until January 8, 2019, the "**Final Diligence Period**"), except that the Sale Order Date Representations shall expire, and be of no further force or effect upon the Sale Order Date, and in each case Sellers shall not have any liability in respect of any breach thereof following such expiration.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller hereby represents, warrants and covenants to Purchaser, severally (and not jointly) with respect to such Seller that the following matters are true and correct as of the Signing Date and as of the last day of the Final Diligence Period, except as would not have a material adverse effect upon the Hospitals, taken as a whole (a "**Material Adverse Effect**") and except as disclosed in the disclosure schedule, as may be amended pursuant to the terms of this Agreement (the "**Disclosure Schedule**"), provided that the representations and warranties set forth in Sections 2.1 (Authorization), 2.2 (Binding Agreement), 2.3 (Organization and Good Standing; No Violation), 2.8 (Compliance with Legal Requirements), 2.9 (Required Consents), 2.11 (Title) and 2.14 (Legal Proceedings) (the "**Sale Order Date Representations**") shall also be made as of immediately prior to the entry of the Sale Order (the "**Sale Order Date**"):

2.1 Authorization. Such Seller has all necessary corporate power and authority to enter into this Agreement and, subject to Bankruptcy Court approval, to carry out the transactions contemplated hereby.

2.2 Binding Agreement. This Agreement has been duly and validly executed and delivered by such Seller and, assuming due and valid execution by Purchaser, this Agreement constitutes a valid and binding obligation of such Seller enforceable in accordance with its terms subject to (a) applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect and (b) limitations on the enforcement of equitable remedies. Except for such corporate actions which have been taken on or before the date hereof, no other corporate action on the part of Sellers is necessary to authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby and thereby.

2.3 Organization and Good Standing; No Violation.

(a) Such Seller is an entity duly organized, validly existing and in good standing under the laws of the State of California. Such Seller has all necessary power and authority to own, operate and lease its properties and to carry on its businesses as now conducted.

(b) Neither the execution and delivery by such Seller of this Agreement nor the consummation of the transactions contemplated hereby by such Seller nor compliance with any of the material provisions hereof by such Seller, will violate, conflict with or result in a breach of any material provision of such Seller's articles of incorporation or bylaws or any other organizational documents of such Seller.

2.4 Contracts. Except as set forth in Schedule 2.4, upon entry of the Sale Order and Purchaser's payment of the Cure Costs, to Seller's knowledge, Seller is not in material breach or default of the Assumed Contracts or Assumed Leases. No provision of this Section 2.4 shall apply to any failure to obtain consents to the assignment of the Assumed Contracts and Assumed Leases from third parties to the Assumed Contracts and Assumed Leases for which consent is required to

assign the Assumed Contracts and Assumed Leases to Purchaser (the "**Contract and Lease Consents**").

2.5 Brokers and Finders. Except as set forth on Schedule 2.5, neither such Seller nor any affiliate thereof, nor any officer or director thereof, have engaged or incurred any liability to any finder, broker or agent in connection with the transactions contemplated hereunder.

2.6 Seller Knowledge. References in this Agreement to "Sellers' knowledge or "the knowledge of Sellers" means the actual knowledge of the Chief Executive Officer or Chief Financial Officer of the applicable Seller, without independent research. No constructive or imputed knowledge shall be attributed to any such individual by virtue of any position held, relationship to any other Person or for any other reason.

2.7 Non-Contravention. Neither the execution and delivery by Sellers of this Agreement and each Ancillary Agreement nor performance of any of the material provisions hereof by Sellers, will violate, conflict with or result in a breach of any material provisions of the articles of incorporation or bylaws of Sellers.

2.8 Compliance with Legal Requirements. Except as set forth in Schedule 2.8, to the knowledge of Sellers: each Seller, with respect to the operation of the Hospitals, is in material compliance with all applicable laws, statutes, ordinances, orders, rules, regulations, policies, guidelines, licenses, certificates, judgments or decrees of all judicial or governmental authorities (federal, state, local, foreign or otherwise) (collectively, "**Legal Requirements**"). Except as set forth in Schedule 2.8, to the knowledge of Sellers, none of the Sellers, with respect to the operation of the Hospitals, has been charged in writing with or been given written notice of or is under investigation with respect to, any material violation of, or any obligation to take material remedial action under, any applicable Legal Requirements.

2.9 Required Consents. Except as set forth in Schedule 2.9, and other than in connection with any Licenses, any provider agreements (including any such agreements with a governmental authority) and the CA AG (defined below), Sellers are not a party to or bound by, nor are any of the Assets subject to, any mortgage, or any material lien, deed of trust, material lease, or material contract or any material order, judgment or decree which, after giving effect to the Sale Order (a) will require the consent of any third party to the execution of this Agreement or (b) will require the consent of any third party to consummate the transactions contemplated by this Agreement.

2.10 Environmental Matters.

(a) Sellers have provided Purchasers with the Phase I Environmental Site Assessments set forth in said Schedule 2.10(a).

(b) Except as disclosed in Schedule 2.10(b), to the knowledge of Sellers, the operations of the Hospitals are not in material violation of any applicable limitations, restrictions, conditions, standards, prohibitions, requirements and obligations of Environmental Laws and related orders of any court or any other governmental authority.

(c) For the purposes of this Section, the term "**Environmental Laws**" shall mean all state, federal or local laws, ordinances, codes or regulations relating to Hazardous Substances or to the protection of the environment, including, without limitation, laws and regulations relating to the storage, treatment and disposal of medical and biological waste. For purposes of this Agreement, the term "**Hazardous Substances**" shall mean (i) any hazardous or toxic waste, substance, or material defined as such in (or for the purposes of) any Environmental Laws, (ii) asbestos-containing material, (iii) medical and biological waste, (iv) polychlorinated biphenyls, (v) petroleum products, including gasoline, fuel oil, crude oil and other various constituents of such products, and (vi) any other chemicals, materials or substances, exposure to which is prohibited, limited or regulated by any Environmental Laws.

2.11 Title. Prior to December 21, 2018, Sellers have delivered at their own expense (i) for all the Real Property preliminary title reports issued by First American Title Insurance Company (the "**Title Commitments**"), (ii) for all of the Real Property all underlying title documents listed on the Title Commitments (the "**Underlying Title Documents**"), and (iii) for all of the Hospitals an as-built ALTA Surveys (the "**Surveys**", and collectively with the Title Commitment and the Underlying Title Documents, the "**Title Documents**").

2.12 Certain Other Representations with Respect to the Hospitals.

(a) Except as set forth in Schedule 2.12, all Licenses which are material and necessary to the operation of the Hospitals or the Hospitals by Sellers are valid and in good standing and Sellers are in compliance with the terms and conditions of all such Licenses in all material respects, in each case except where the failure to be valid and in good standing or in compliance would not have a material adverse effect on the Assets or the Hospitals. Except as set forth in Schedule 2.12, as of the Closing Date Sellers will have any and all material Licenses required under Legal Requirements to conduct the Hospitals as presently conducted by Sellers, except where the failure to have any such License would not have a material adverse effect on the Assets or the Hospitals. To the knowledge of Sellers, no loss or expiration of any License is pending or threatened.

(b) Sellers are certified for participation in the Medicare, Medi-Cal and TRICARE programs and any other federal or state health care reimbursement programs in which they participate, and have current and valid provider agreements with each such program, except where the failure to be so certified or have such provider agreements would not have a material adverse effect.

(c) Sellers have not been excluded from Medicare, Medi-Cal or any federal or state health care reimbursement program, and, to the knowledge of Sellers, there is no pending or threatened exclusion action by a governmental authority against Sellers.

2.13 Financial Statements.

(a) Schedule 2.13(a) hereto contains the following financial statements (the "Historical Financial Statements"): (i) the unaudited balance sheets of the Sellers as of June 30,

2018; (ii) unaudited income statements of the Sellers for the twelve-month periods ended June 30, 2018; (iii) the audited consolidated income statements of Sellers for the years ended 2016 and 2017; and (iv) the unaudited consolidated balance sheet of Sellers as of June 30, 2018.

(b) the income statements contained in the Historical Financial Statements present, fairly in all material respects the results of the operations of the Sellers as of and for the periods covered therein and, except as set forth on Schedule 2.13(b), the balance sheets contained in the Historical Financial Statements (i) are true, complete and correct in all material respects; (ii) present, fairly in all material respects the financial condition of the Sellers as of the dates indicated thereon; and (iii) to the extent prepared by an independent certified public accounting firm, have been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods covered, except as disclosed therein.

2.14 Legal Proceedings. Except as set forth on Schedule 2.14, and except for any and all cases and/or pleadings filed or to be filed in the Bankruptcy Court, which shall be available through Sellers' claims and noticing agent's website at http://www.kcclcc.com/VERITYHEALTH/, to the knowledge of Sellers, there are no material claims, proceedings or investigations pending or threatened with respect to the ownership of the Assets or the operation of the Hospitals or the Hospitals by Sellers before any governmental authority. Except as set forth on Schedule 2.14, and other than any action or proceeding brought in the Bankruptcy Court, to the knowledge of Sellers, Sellers are not subject to any government order with respect to the ownership or operation by Sellers of the Hospitals or the other Assets or the Hospitals and are in substantial compliance with respect to each such government order.

2.15 Employee Benefits. Schedule 2.15(a) contains a list of (i) each pension, profit sharing, bonus, deferred compensation, or other retirement plan or arrangement of Seller with respect to the operation of the Hospital, whether oral or written, which constitutes an "employee pension benefit plan" as defined in Section 3(2) of ERISA, (ii) each medical, health, disability, insurance or other plan or arrangement of Seller with respect to the operation of the Hospital, whether oral or written, which constitutes an "employee welfare benefit plan" as defined in Section 3(1) of ERISA, and (iii) each other employee benefit or perquisite provided by Seller with respect to the operation of the Hospital, in which any employee of Seller participates in his capacity as such (collectively, the "**Seller Plans**").

2.16 Personnel. Schedule 2.16 sets forth a complete list (as of the date set forth therein) of names, positions and current annual salaries or wage rates and scheduled bonus, and the accrued paid time off pay of all employees of Sellers (including employees of the Hospitals and employees of Verity and Verity Holdings) immediately prior to December 21, 2018, whether such employees are full time employees, part-time employees, on short-term or long-term disability or on leave of absence pursuant to Sellers's policies, the Family and Medical Leave Act of 1993 or other similar Legal Requirements (the "**Hospital Employees**") and indicating whether the Hospital Employee is full- time or part-time. Sellers shall have the right to update to Schedule 2.16(a) to reflect changes in employment status or new hires and terminations occurring after December 21, 2018 by providing a revised schedule to Purchase no later than five (5) Business Days before the date scheduled for the Closing.Insurance. Schedule 2.17 contains a list of all material insurance maintained by Sellers with respect to the Assets and the Businesses, as of the Signing Date.

2.18 Accounts Receivable. To the knowledge of Sellers, all Accounts Receivable included in the Assets at Closing result from the bona fide provision of products or services in the ordinary course of business. All Sellers Accounts Receivable are currently deposited, either electronically or manually, into the bank accounts listed on Schedule 4.25(b).

2.19 Payer Contracts. To the knowledge of Sellers, and subject to Section 365 of the Bankruptcy Code, Schedule 2.19 sets forth a complete list of all written contracts with private third party payers including insurance companies and HMOs ("**Payer Contracts**"). Sellers have provided Purchasers with a true and correct copy of all material Payer Contracts, whether or not entered into in the ordinary course of business, or otherwise required to be disclosed on Schedule 2.20, in each case together with all amendments thereto.

2.20 Excluded Individuals. Except as set forth on Schedule 2.20, to the knowledge of Sellers: neither Sellers, Hospitals nor any director, officer or employee of Sellers or Hospitals (a) was, is or is proposed to be, suspended, excluded from participation in, or sanctioned under, any federal or state health care program (including, without limitation, Medicare and Medicaid) (an "**Excluded Individual**"); (b) has been convicted of any criminal offense related to the delivery of any medical or health care services or supplies, or related to the neglect or abuse of patients; (c) has failed to maintain its current License to provide the services required to be provided by it to or on behalf of Sellers and Hospitals; or (d) is unable to obtain or maintain liability insurance consistent with commercially reasonable industry practices.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF PURCHASER

As an inducement to Sellers to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Purchaser hereby represents, warrants and covenants to Sellers as to the following matters as of the Signing Date and, except as otherwise provided herein, shall be deemed to remake all of the following representations, warranties and covenants as of the Closing Date:

3.1 Authorization. Purchaser has full power and authority to enter into this Agreement and has full power and authority to perform its obligations hereunder and to carry out the transactions contemplated hereby. No additional internal consents are required in order for Purchaser to perform its obligations and agreements hereunder.

3.2 Binding Agreement. This Agreement has been duly and validly executed and delivered by Purchaser and, assuming due and valid execution by Sellers, this Agreement constitutes a valid and binding obligation of Purchaser enforceable in accordance with its terms subject to (a) applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect and (b) limitations on the enforcement of equitable remedies.

3.3 Organization and Good Standing. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of California, is or will be duly

authorized to transact business in the State of California, and has full power and authority to own, operate and lease its properties and to carry on its business as now conducted.

3.4 No Violation. Except as set forth in **Schedule 3.4**, neither the execution and delivery by Purchaser of this Agreement nor the consummation of the transactions contemplated hereby nor compliance with any of the material provisions hereof by Purchaser will (a) violate, conflict with or result in a breach of any material provision of the Articles of Incorporation, Bylaws or other organizational documents of Purchaser or any contract, lease or other instrument by which Purchaser is bound; (b) require any approval or consent of, or filing with, any governmental agency or authority, (c) violate any law, rule, regulation, or ordinance to which Purchaser is or may be subject, (d) violate any judgment, order or decree of any court or other governmental agency or authority to which Purchaser is subject.

3.5 Brokers and Finders. Neither Purchaser nor any affiliate thereof nor any officer or director thereof has engaged any finder or broker in connection with the transactions contemplated hereunder.

3.6 Representations of Sellers. Purchaser acknowledges that it is purchasing the Assets on an "AS IS, WHERE IS" basis (as more particularly described in Section 1.12), and that Purchaser is not relying on any representation or warranty (expressed or implied, oral or otherwise) made on behalf of any Seller other than as expressly set forth in this Agreement. Purchaser further acknowledges that no Seller is making any representations or warranties herein relating to the Assets or the operation of the Hospital on and after the Effective Time.

3.7 Legal Proceedings. Except as described on **Schedule 3.7**, there are no claims, proceedings or investigations pending or, to the best knowledge of Purchaser, threatened relating to or affecting Purchaser or any affiliate of Purchaser before any court or governmental body (whether judicial, executive or administrative) in which an adverse determination would materially adversely affect the properties, business condition (financial or otherwise) of Purchaser or any affiliate of Purchaser or which would adversely affect Purchaser's ability to consummate the transactions contemplated hereby. Neither Purchaser nor any affiliate of Purchaser is subject to any judgment, order, decree or other governmental restriction specifically (as distinct from generically) applicable to Purchaser or any affiliate of Purchaser which materially adversely affects the condition (financial or otherwise), operations or business of Purchaser or any affiliate of Purchaser or which would adversely affect Purchaser's ability to consummate the transactions contemplated hereby.

3.8 No Knowledge of a Seller's Breach. Neither Purchaser nor any of its affiliates has knowledge of any breach of any representation or warranty by any Seller or of any other condition or circumstance that would give Purchaser a right to terminate this Agreement pursuant to Section 9.1(c). If information comes to Purchaser's attention on or before the Closing Date (whether through a Seller or otherwise and whether before or after the Signing Date) which indicates that Sellers have breached any of its representations and warranties under this Agreement, then the effect shall be as if the representations and warranties had been modified in this Agreement in accordance with the actual state of facts existing prior to the Effective Time such that there will be no breach under Sellers' representations and warranties in relation to such information; *provided, however*, that Purchaser must immediately notify Sellers if any such breach comes to its attention

on or before the Closing Date, and Purchaser's failure to so notify Sellers shall constitute a waiver by Purchaser of Sellers' breach, if any, of any representation or warranty. If any such information comes to Purchaser's attention on or before the Closing Date (whether through a Seller or otherwise, including through updated schedules, and whether before or after the Signing Date) that would give Purchaser a right to terminate this Agreement pursuant to Section 9.1(c), Purchaser must immediately notify Sellers if any such information comes to its attention on or before the Closing Date, and Purchaser's failure to so notify Sellers shall constitute a waiver of such right in relation to the relevant breach.

3.9 Ability to Perform. Purchaser has the ability to obtain funds in cash in amounts equal to the Purchase Price by means of credit facilities or otherwise and will at the Closing have immediately available funds in cash, which are sufficient to pay the Purchase Price and to pay any other amounts payable pursuant to this Agreement and to consummate the transactions contemplated by this Agreement.

3.10 Purchaser Knowledge. References in this Agreement to "Purchaser's knowledge" or "the knowledge of Purchaser" means the actual knowledge of the Chief Executive Officer, Chief Financial Officer or Chief Operating Officer of Purchaser, without independent research. No constructive or imputed knowledge shall be attributed to any such individual by virtue of any position held, relationship to any other Person or for any other reason.

3.11 Investigation. Purchaser has been afforded reasonable access to, and has been provided adequate time to review, the books, records, information, operations, facilities and personnel of each Seller and the Hospital for purposes of conducting a due diligence investigation of each Seller and the Hospital. Purchaser has conducted a reasonable due diligence investigation of each Seller and the Hospital and has received satisfactory answers to all inquiries it has made respecting each Seller and the Hospital and has received all information it considers necessary to make an informed business evaluation of each Seller and the Hospital. In connection with its due diligence investigation of each Seller and the Hospital, Purchaser has not relied upon any books, records, information, operations, facilities and personnel provided by any Seller, including in making its determination to enter into this Agreement and/or consummate the transactions contemplated hereby.

ARTICLE 4

COVENANTS OF SELLERS

4.1 Access and Information; Inspections.

4.1.1 From the Signing Date through the Effective Time, (a) each Seller shall afford to the officers and agents of Purchaser (which shall include accountants, attorneys, bankers and other consultants and authorized agents of Purchaser) reasonable access during normal business hours at Seller's corporate headquarters in El Segundo, California to, and the right to inspect, the books, accounts, records and all other relevant documents and information with respect to the assets, liabilities and business of the Hospital of such Seller and the plant and property of the Hospital of such Seller at the Hospital of such Seller and (b) each Seller shall furnish Purchaser with such additional financial and operating data and other information in such Seller's possession

as to businesses and properties of the Hospital of such Seller as Purchaser or its representatives may from time to time reasonably request; *provided, however*, that such Seller is not obligated to disclose information which is proprietary to such Seller and would not be essential to the ongoing operation of the Hospital of such Seller by Purchaser; *provided, further*, that all disclosures of information shall be consistent with the confidentiality agreements and any other non-disclosure agreements entered into (or to be entered into) among Purchaser, its representatives and such Seller. Purchaser's right of access and inspection shall be exercised in such a manner as not to interfere unreasonably with the operations of any Seller or the Hospital.

4.1.2 Notwithstanding anything contained herein, no Seller shall be required to provide Purchaser or its representatives or agents access to or disclose information where such access or disclosure would violate the rights of its patients, jeopardize the attorney-client or similar privilege with respect to such information or contravene any law, judgment, fiduciary duty or contract entered into prior to or on the date of this Agreement with respect to such information.

4.2 Cooperation.

4.2.1 Each Seller shall reasonably cooperate with Purchaser and its authorized representatives and attorneys: (a) in Purchaser's efforts to obtain all consents, approvals, authorizations, clearances and licenses required to carry out the transactions contemplated by this Agreement (including, without limitation, those of governmental and regulatory authorities) or which Purchaser reasonably deems necessary or appropriate, (b) in the preparation of any document or other material which may be required by any governmental agency as a predicate to or result of the transactions contemplated in this Agreement, and (c) in Purchaser's efforts to effectuate the assignment of Assumed Contracts to Purchaser as of the Closing Date. Except as may be otherwise requested by a Seller in order to comply with applicable law or regulatory guidance, notwithstanding anything contained herein, other than Bankruptcy Court orders and authorizations, it shall be Purchaser's sole responsibility (including payment of any fees, expenses, filings costs or other amounts) to obtain the Contract and Lease Consents, as well as all governmental consents, approvals, assignments, authorizations, clearances and licenses required to (x) carry out the transactions contemplated by this Agreement, including but not limited to medical licenses and/or (y) transfer any of the Assets, including any Licenses. To the extent Purchaser needs certain information and data which is in the possession of a Seller in order for Purchaser to complete Purchaser's license and permit approval applications, Purchaser shall receive, upon request, reasonable assistance from such Seller in connection with the provision of such information.

4.2.2 Notwithstanding any provision to the contrary contained in this Agreement (including Section 8.7), no Seller shall be obligated to obtain the approval or consent to the assignment, to Purchaser, of any Assumed Contracts or Assumed Leases, from any party to any of the Assumed Contracts or Assumed Leases even if any such contract or lease states that it is not assignable without such party's consent.

4.3 Other Bidders. Purchaser expressly acknowledges and agrees that each Seller has an obligation to seek out and determine the best and highest offer reasonably available for such

Seller's assets in accordance with the Bankruptcy Code, and nothing herein shall amend, modify, alter, diminish or affect such obligation.

4.4 Sellers' Efforts to Close. Each Seller shall use its reasonable commercial efforts to satisfy all of the conditions precedent set forth in ARTICLE 7 and ARTICLE 8 to its or Purchaser's obligations under this Agreement to the extent that such Seller's action or inaction can control or materially influence the satisfaction of such conditions; provided, however, that such Seller shall not be required to pay or commit to pay any amount to (or incur any obligation in favor of) any person (other than filing or application fees).

4.5 Termination Cost Reports. Each Seller shall file all Medicare, Medi-Cal and any other termination cost reports required to be filed as a result of the consummation of (a) the transfer of the Assets of such Seller to Purchaser and (b) the transactions contemplated by this Agreement with respect to such Seller, provided that Purchaser shall fund reasonable costs and expenses of preparation, filing and audit of such reports. Purchaser shall permit each Seller access to all Hospital books and records to prepare such reports and shall assist such Seller in the process of preparing, filing, and reviewing the termination cost reports. All such termination cost reports shall be filed by the applicable Seller in a manner that is consistent with current laws, rules and regulations. Each Seller shall be responsible for filing governmental cost reports for the period of January 1, 2019 through the Closing Date. Purchaser shall be responsible for its own cost report filings relating to the Hospitals beginning on the day immediately following the Effective Time.

4.6 Conduct of the Business. From the Signing Date until the Closing, or the earlier termination of this Agreement, without the prior written consent of Purchaser, Sellers shall, with respect to the ownership of the Assets and the operation of the Hospitals, use commercially reasonable efforts to, in each case except as would not have a Material Adverse Effect (except as otherwise noted):

(a) without regard to Material Adverse Effect, carry on Sellers' ownership of the Assets and the operation of the Hospitals consistent with past practice, but subject to the Bankruptcy Cases and Sellers' obligations and actions in connection therewith;

(b) maintain in effect the insurance and equipment replacement coverage with respect to the Assets;

(c) if and as permitted by the Bankruptcy Court, pay any bonuses payable under the Key Employee Retention Plan and Key Employee Incentive Plan of Sellers;

(d) maintain the Assets in materially the same condition as at present, ordinary wear and tear excepted;

(e) perform its obligations under all contracts with respect to the Assets in compliance with the Bankruptcy Code;

(f) following entry of the Sale Order, permit and allow reasonable access by Purchaser and its representatives (which shall include the right to send written materials, all of which shall be subject to Sellers' reasonable approval prior to delivery) to make offers of post-

Closing employment to any of Sellers' personnel (including access by Purchasers and their representatives for the purpose of conducting open enrollment sessions for Purchasers' employee benefit plans and programs) and to establish relationships with physicians, medical staff and others having business relations with Sellers;

(g) with respect to material deficiencies, if any, cited by any governmental authority (other than the Attorney General of the State of California and other than with respect to Seismic requirements) or accreditation body in the most recent surveys conducted by each, cure or develop and timely implement a plan of correction that is acceptable to such governmental authority or such accreditation body;

(h) timely file or cause to be filed all material reports, notices and tax returns required to be filed and pay all required taxes as they come due;

(i) without regard to Material Adverse Effect, beginning on February 21, 2019 and in accordance with the Sellers' budget under their debtor in possession financing, timely pay any fees that are or become due and payable under QAF IV and QAF V;

(j) comply in all material respects with all Legal Requirements (including Environmental Laws) applicable to the conduct and operation of the Hospitals; and

(k) without regard to Material Adverse Effect, maintain all material approvals, permits and environmental permits relating to the Hospitals and the Assets.

4.7 Contract With Unions. Representatives of Sellers who are parties to collective bargaining agreements and Purchaser shall meet and confer from time to time as reasonably requested by either party to discuss strategic business options and alternative approaches in negotiating each collective bargaining agreement. The applicable Sellers and Purchaser shall each participate in all union negotiations related to any specific collective bargaining agreement. Promptly following the Signing Date, applicable Sellers shall use commercially reasonable efforts to initiate discussions with Purchaser and conduct discussions to renegotiate each collective bargaining agreement currently in effect with each applicable union. The applicable Sellers will not unreasonably withhold, condition or delay approval or implementation of any successfully renegotiated collective bargaining agreement. The parties recognize that an applicable Seller's failure to secure a modification to any collective bargaining agreement, or to conclude a successor collective bargaining agreement shall not be a breach of Sellers' obligation under this Agreement, provided that if the unions refuse to negotiate, or otherwise are not timely, reasonable or realistic in renegotiating, the collective bargaining agreements during the period between the Signing Date and the Closing Date, Sellers and Purchaser will jointly consider, and negotiate mutually in good faith, alternative approaches that may be available and/or necessary to reduce Sellers' labor cost structure, including, but not limited to, seeking to reject the collective bargaining agreement(s).

ARTICLE 5

COVENANTS OF PURCHASER

5.1 Purchaser's Efforts to Close. Purchaser shall use its reasonable commercial efforts to satisfy all of the conditions precedent set forth in ARTICLE 7 and ARTICLE 8 to its or Sellers' obligations under this Agreement to the extent that Purchaser's action or inaction can control or materially influence the satisfaction of such conditions. Prior to consummation of the transactions contemplated hereby or the termination or expiration of this Agreement, Purchaser shall be permitted to communicate and meet with (a) counter-parties to the agreements and contracts of the Hospitals, included those included in Assumed Obligations, regarding the terms and conditions under which they may be assumed and assigned to Purchaser, and (b) applicable governmental and regulatory authorities regarding prospective compliance with regulatory requirements and related issues; so long as, in the case of each of (a) and (b) (i) such communications and meetings do not interfere with the operation of the Businesses or the conduct of the Bankruptcy Cases and (ii) any communications or meetings with any governmental authority are approved in advance by Sellers as to timing and content (and Sellers are copied on such communications and afforded the opportunity to participate in such meetings).

5.2 Required Governmental Approvals.

(a) Purchaser, at its sole cost and expense (a) shall use its best efforts to secure, as promptly as practicable before the Closing Date, all consents, approvals (or exemptions therefrom), authorizations, clearances and licenses required to be obtained from governmental and regulatory authorities in order to carry out the transactions contemplated by this Agreement and to cause all of its covenants and agreements to be performed, satisfied and fulfilled (and provide Sellers copies of all materials relating to such consents, approvals, authorizations, clearances and licenses upon submission and all materials received from third parties in connection with such consents, approvals, authorizations, clearances and licenses upon receipt), and (b) will provide such other information and communications to governmental and regulatory authorities as any Seller or such authorities may reasonably request. Purchaser will provide Sellers periodic and timely updates regarding all such consents, approvals, authorizations, clearances and licenses. Purchaser is responsible for all filings with and requests to governmental authorities necessary to enable Purchaser to operate the Hospital at and after the Effective Time. Purchaser shall, promptly, but no later than thirty (30) business days after the entry of the Sale Order or sooner if required by applicable governmental or regulatory authorities, file all applications, licensing packages and other similar documents with all applicable governmental and regulatory authorities which are a prerequisite to obtaining the material licenses, permits, authorizations and provider numbers described in Section 8.1. Purchaser shall be entitled, but not obligated, to obtain the Contract and Lease Consents. Purchaser shall be entitled, but not obligated, to solicit and obtain estoppel certificates from any third party to any Leased Real Property. Purchaser's failure to obtaining any or all of the Contract and Lease Consents or estoppel certificates as of the Closing Date shall not be a condition precedent to either party's obligation to close the transactions contemplated by this Agreement.

(b) Purchaser and Sellers agree that because the change of ownership and regulatory approval process in connection with the transactions contemplated by this Agreement may take an extended period of time, Purchaser and Sellers agree to an initial closing effective upon the approval of the court and upon the approval of the transaction by the CA AG (as defined below) in accordance with Sections 7.5 and 8.6, at which time the Assets (less the portion of the Assets constituting drugs or other pharmacy assets) will be sold to Purchaser and immediately leased back

to Sellers, with a concurrent management agreement entered into at that time upon terms mutually agreeable to the parties in their reasonable business judgment. The Sale Leaseback Agreement and Interim Management Agreement will terminate at the Closing when the Purchaser is issued the Licenses necessary to operate the Hospitals directly (namely, the Hospital Licenses and pharmacy permits).

5.3 Certain Employee Matters.

(a) Purchaser agrees to make offers of employment, effective as of the Effective Time, to substantially all persons (whether such persons are full time employees, part-time employees, on short-term or long-term disability or on leave of absence, military leave or workers compensation leave) (the "**Hospital Employees**") who, immediately prior to the Effective Time are: (i) employees of any Seller; (ii) employees of any affiliate of any Seller which employs individuals at the Hospital and are listed on **Schedule 5.3**; or (iii) employed by an affiliate of any Seller and are listed on **Schedule 5.3**. For the avoidance of doubt, the Hospital Employees shall not include any employees of Verity or any other affiliate of Seller unless such individual is listed on **Schedule 5.3**. Any of the Hospital Employees who accept an offer of employment with Purchaser as of or after the Effective Time shall be referred to in this Agreement as the "**Hired Employees**." All employees who are Hired Employees shall cease to be employees of the applicable Seller or its affiliates as of the Effective Time.

(b) Purchaser shall give all Hired Employees full credit for paid time off pay to such employees as of the Closing Date by crediting such employees the time off reflected in the employment records of the applicable Seller and/or any of its affiliates immediately prior to the Effective Time, subject to compliance with applicable law and regulation, including consent of such employees if required.

(c) After the Closing Date, Purchaser's human resources department will give reasonable assistance to each Seller and its affiliates with respect to such Seller's and such Seller's affiliates' post-Closing administration of such Seller's and such Seller's affiliates' pre-Closing employee benefit plans for the Hospital Employees. Within five (5) days after the Closing Date, Purchaser shall provide to each Seller a list of all the Hospital Employees who were offered employment by Purchaser but refused such employment along with a list of all Hired Employees (which such list Purchaser shall periodically update).

(d) With respect to any collective bargaining agreements or labor contract with respect to any employees, Purchaser shall comply with the applicable laws and bankruptcy court orders relating to collective bargaining agreements or labor contracts.

(e) The provisions of this Section 5.3 are solely for the benefit of the parties to this Agreement, and no employee or former employee or any other individual associated therewith or any employee benefit plan or trustee thereof shall be regarded for any purpose as a third party beneficiary of this Agreement, and nothing herein shall be construed as an amendment to any employee benefit plan for any purpose.

5.4 Excluded Assets. As soon as practicable after the Closing Date, Purchaser shall deliver to each Seller or such Seller's designee any Excluded Assets of such Seller found at the

Hospital on and after the Effective Time, without imposing any charge on any Seller for Purchaser's storage or holding of same on and after the Effective Time.

5.5 Waiver of Bulk Sales Law Compliance. Purchaser hereby waives compliance by Sellers with the requirements, if any, of Article 6 of the Uniform Commercial Code as in force in any state in which the Assets are located and all other laws applicable to bulk sales and transfers.

5.6 Attorney General. Promptly after entry of the Sale Order, but in any event within ten (10) calendar days, Purchaser shall, at its sole cost and expense, make any notices or other filings with the Attorney General of the State of California (the "**CA AG**"). Each Seller shall reasonably cooperate with Purchaser in such notices or other filings.

5.7 Conduct Pending Closing. Prior to consummation of the transactions contemplated hereby or the termination or expiration of this Agreement pursuant to its terms, unless Sellers shall otherwise consent in writing, Purchaser shall not take any action or fail or omit to take any action which would cause any of Purchaser's representations and warranties set forth in ARTICLE 4 to be inaccurate or untrue as of the Closing.

5.8 Cure Costs. Purchaser, upon assumption, shall pay the Cure Costs for each Assumed Contract and Assumed Lease so that each such Assumed Contract and Assumed Lease may be assumed by the applicable Seller and assigned to Purchaser in accordance with the provisions of section 365 of the Bankruptcy Code. For purposes of this Agreement, "**Cure Costs**", means all amounts that must be paid and all obligations that otherwise must be satisfied, including pursuant to Sections 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the assumption and/or assignment of the Assumed Contracts and Assumed Leases to Purchaser as provided herein.

5.9 Operating Covenant. Purchaser shall act in good faith and use Purchaser's commercially reasonable efforts to serve the medical needs of each Hospital's service area.

5.10 HSR Filing. Purchaser and each Seller will as promptly as practicable, and in any event no later than five business days after the date of the Sale Order, file with the Federal Trade Commission and the Department of Justice the notification and report forms required for the transactions contemplated hereby and any supplemental information that may be reasonably requested in connection therewith pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "**HSR Act**"), which notification and report forms and supplemental information will comply in all material respects with the requirements of the HSR Act. Purchaser shall pay all filing fees required with respect to the notification, report and other requirements of the HSR Act. Each of Purchaser and Sellers shall furnish to the other such information and assistance as the other shall reasonably requires in connection with the preparation and submission to, or agency proceedings by, any governmental authority under the HSR Act, and each of Purchaser and Sellers shall keep the other promptly apprised of any communications with, and inquires or requests for information from, such governmental authorities. Purchaser shall take such action (including divestitures or hold separate arrangements) as may be required by any governmental authority in order to resolve with the minimum practicable delay any objections such governmental authorities may have to the transactions contemplated by this Agreement under the HSR Act.

5.11 Contract with Unions. Representatives of Sellers who are parties to collective bargaining agreements and Purchaser shall meet and confer from time to time as reasonably requested by either party to discuss strategic business options and alternative approaches in negotiating each collective bargaining agreement. The applicable Sellers and Purchaser shall each participate in all union negotiations related to any specific collective bargaining agreement. Promptly following the Signing Date, applicable Sellers shall use commercially reasonable efforts to initiate discussions with Purchaser and conduct discussions to renegotiate each collective bargaining agreement currently in effect with each applicable union. The applicable Sellers will not unreasonably withhold, condition or delay approval or implementation of any successfully renegotiated collective bargaining agreement to be assumed by Purchaser. The parties recognize that an applicable Seller's failure to secure a modification to any collective bargaining agreement, or to conclude a successor collective bargaining agreement shall not be a breach of Sellers' obligation under this Agreement. In addition, Sellers may, in their discretion, seek to reject any or all of the collective bargaining agreement(s).

ARTICLE 6

SELLERS' BANKRUPTCY AND BANKRUPTCY COURT APPROVAL

6.1 Bankruptcy Court Approval; Overbid Protection and Break-Up Fee.

(a) Sellers and Purchaser acknowledge that this Agreement and the sale of the Assets and the assumption and assignment of the Assumed Contracts and Assumed Leases are subject to Bankruptcy Court approval, and that this Agreement is subject to termination in its entirety in the event any Seller receives a better and higher offer for the Assets in accordance with the Bankruptcy Code and subject to the terms stated herein.

(b) Promptly following the execution of this Agreement by all parties, the Seller shall file a motion with the Bankruptcy Court (the "**Sales Procedures Motion**"), the content of which shall be subject to the reasonable approval by Purchaser, for entry of an order approving bid procedures and overbid protections containing substantially the following terms and conditions:

(1) the Seller shall not accept any offer to sell the Assets subject to this Agreement ("**Overbid**") to another purchaser ("**Overbidder**") unless that offer exceeds the Purchase Price by an amount sufficient to pay the Break-Up Fee and such offer includes the purchase of substantially all Assets subject of this Agreement;

(2) in the event that an overbidder (and not the Purchaser) is the successful bidder for the purchase of the Assets (the "**Alternate Transaction**") and the Alternative Transaction is approved by the Bankruptcy Court, (a) the Deposit, and any interest earned thereon, shall be returned to Purchaser immediately upon the entry of such sale order, and (b) Purchaser shall be paid a break-up fee of three and one-half percent (3.25%) of the Cash Consideration ($19,825,000.00) plus reimbursement of reasonably documented reasonable costs and expenses incurred by Purchaser related to its due diligence, and pursuing, negotiating, and documenting the transactions contemplated by this Agreement in an amount not to exceed $2,000,000.00 ((the "**Break-Up Fee**"); provided, however, that in the event that

the Purchaser is successful as to some but not all of the Assets, the Break-Up Fee shall be reduced pro rata to the percentage of Assets not actually purchased by the Purchaser, based on the allocation of the Purchase Price as described in Section 1.1(a)(i), as compared to the Assets which were the subject of this Agreement; in the event that Purchaser terminates this Agreement in accordance with Section 8.6 hereof, expenses of Purchaser incurred in satisfaction of Section 8.6 shall be reimbursed up to $500,000; and

(3) The Break-Up Fee shall be deemed to be an allowed expense of the kind specified in Section 503(b) of the Bankruptcy Code to be paid solely from the proceeds of the Alternate Transaction, pursuant to the Sale Order. The Break-Up Fee shall not be paid if the Alternate Transaction was pursued due to a material breach by the Purchaser or the Purchaser's failure or refusal to consummate the transaction after the satisfaction or waiver of all closing conditions.

The Sales Procedures Motion will contain bid procedures as set forth in the bid procedures attached hereto as **Schedule 6.1(b)(3)**.

If Sellers fails to obtain Bankruptcy Court approval for the Sales Procedures Motion by no later than four weeks after the end of the Final Diligence Period, Purchaser shall have the right to terminate this Agreement, without recourse or liability, and Seller shall immediately thereafter return to Purchaser the Deposit and any interest earned thereon.

(c) Each Seller shall at the Sale Hearing exercise reasonable efforts to obtain a "Sale Order" approving this Agreement, subject to its obligations in respect of any better and higher offer for such Seller's assets in accordance with the Bankruptcy Code. For purposes of this Agreement, the term "**Sale Order**" shall mean an order of the Bankruptcy Court authorizing the sale of the Assets (including the assumption and assignment of the Assumed Contracts and Assumed Leases) to Purchaser consistent with this Agreement and in a form reasonably satisfactory to Purchaser.

(d) Each Seller agrees to proceed in good faith to obtain Bankruptcy Court approval of the sale contemplated herein with a determination that Purchaser is a good faith purchaser pursuant to Bankruptcy Code section 363(m) and to file such declarations and other evidence as may be required to support a finding of good faith.

(e) Each Seller shall seek an order from the Bankruptcy Court retaining jurisdiction over all matters relating to claims against such Seller as debtor solely in the Bankruptcy Court.

6.2 Appeal of Sale Order. In the event an appeal is taken or a stay pending appeal is requested from the Sale Order, Sellers shall immediately notify Purchaser of such appeal or stay request and shall provide to Purchaser promptly a copy of the related notice of appeal or order of stay. Sellers shall also provide Purchaser with written notice of any motion or application filed in connection with any appeal from either of such orders. In the event of an appeal of the Sale Order, Sellers shall be primarily responsible for drafting pleadings and attending hearings as necessary to defend against the appeal; provided, however, Purchaser, at its option, shall have the right to

participate as a party in interest in such appeal. In the event a stay is issued by any appellate court, including the United States District Court, which prevents the sale from closing, as scheduled, Purchaser shall have the right to terminate this Agreement if such stay is not vacated on or before 45 days from the date of the stay is issued, and Purchaser shall be entitled to the prompt return of the Deposit and any interest earned thereon.

ARTICLE 7

CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS

Sellers' obligation to sell the Assets and to close the transactions as contemplated by this Agreement shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date unless specifically waived in writing by Sellers in whole or in part at or prior to the Closing:

7.1 Signing and Delivery of Instruments. Purchaser shall have executed and delivered all documents, instruments and certificates required to be executed and delivered pursuant to the provisions of this Agreement.

7.2 No Restraints. No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the transactions contemplated in this Agreement shall have been issued by any court of competent jurisdiction or any other governmental body and shall remain in effect on the Closing Date, and further, no governmental entity shall have commenced any action or suit before any court of competent jurisdiction or other governmental authority that seeks to restrain or prohibit the consummation of the transactions contemplated hereby.

7.3 Performance of Covenants. Purchaser shall have in all respects performed or complied with each and all of the obligations, covenants, agreements and conditions required to be performed or complied with by it on or prior to the Closing Date.

7.4 Governmental Authorizations. Purchaser shall have obtained all material licenses, permits and authorizations from governmental agencies or governmental bodies that are necessary or required for completion of the transactions contemplated by this Agreement, including reasonable assurances that any material licenses, permits and authorizations not actually issued as of the Closing will be issued following Closing (which may include oral assurances from appropriate governmental agencies or bodies).

7.5 Attorney General Provisions. The conditions to Purchaser's obligations to close set forth in Section 8.6 shall have been satisfied.

7.6 Bankruptcy Court Approval. The Bankruptcy Court shall have entered the Sale Order.

7.7 HSR Act. The applicable waiting period under the HSR Act shall have expired or been earlier terminated.

7.8 CSCDA Acknowledgement. The CSCDA and PACE Trustee shall have executed acknowledgements in form and substance acceptable to Sellers that Purchaser is the Successor Property Owner and Obligated Party under the PACE Obligations, and releases of the Sellers from any and all claims arising or accruing prior to the Closing Date.

ARTICLE 8

CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER

Purchaser's obligation to purchase the Assets and to close the transactions contemplated by this Agreement shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date unless specifically waived in writing by Purchaser in whole or in part at or prior to the Closing.

8.1 Governmental Authorizations. Except as otherwise set forth in this Agreement, Purchaser and Sellers shall have obtained licenses, permits and authorizations from governmental agencies or governmental bodies that are required for the purchase, sale and operation of the Hospitals, including without limitation approval of the CA AG (subject to Section 8.6), except in such case where failure to obtain such license, permit or authorizations from a governmental agency or governmental body does not have a Material Adverse Effect.

8.2 Bankruptcy Court Approval. The Bankruptcy Court shall have entered the Sale Order and made a finding that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code.

8.3 Signing and Delivery of Instruments. Sellers shall have executed and delivered all documents, instruments and certificates required to be executed and delivered pursuant to all of the provisions of this Agreement.

8.4 Performance of Covenants. Sellers shall have in all material respects performed or complied with each and all of the obligations, covenants, agreements and conditions required to be performed or complied with by Sellers on or prior to the Closing Date; *provided, however*, this condition will be deemed to be satisfied unless (a) Sellers were given written notice of such failure to perform or comply and did not or could not cure such failure to perform or comply within fifteen (15) business days after receipt of such notice and (b) the respects in which such obligations, covenants, agreements and conditions have not been performed have had or would have a Material Adverse Effect.

8.5 No Restraints. No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the transactions contemplated in this Agreement shall have been issued by any court of competent jurisdiction and shall remain in effect on the Closing Date, and further, no governmental entity shall have commenced any action or suit before any court of competent jurisdiction or other governmental authority that seeks to restrain or prohibit the consummation of the transactions contemplated hereby.

8.6 Attorney General Provisions. Purchaser recognizes that the transactions contemplated by this Agreement may be subject to review and approval of the CA AG. Purchaser

agrees to close the transactions contemplated by this Agreement so long as any conditions imposed by the CA AG are substantially consistent with the conditions set forth, as Purchaser Approved Conditions, in Schedule 8.6. In the event the CA AG imposes conditions on the transactions contemplated by this Agreement, or on Purchaser in connection therewith, which are materially different than the Purchaser Approved Conditions set forth on Schedule 8.6 (the "Additional Conditions"), Sellers shall have the opportunity to file a motion with the Bankruptcy Court seeking the entry of an order ("Supplemental Sale Order") finding that the Additional Conditions are an "interest in property" for purposes of 11 U.S.C. § 363(f), and that the Assets can be sold free and clear of the Additional Conditions without the imposition of any other conditions, which would adversely affect the Purchaser. For purposes of this Section 8.6, Additional Conditions which individually or collectively impose a direct or indirect cost to Purchaser of $5 million, or more, shall be conclusively deemed to be "materially different." If Sellers determine not to seek such Supplemental Sale Order, or fail to obtain such Supplemental Sale Order within 60 days of the Attorney General's imposition of Additional Conditions, Purchaser shall be entitled to terminate this Agreement and receive the return of its Good Faith Deposit. If Sellers timely obtain such Supplemental Sale Order from the Bankruptcy Court or another court, Purchaser shall have a period of 21 business days from the entry of such order (the "Evaluation Period") to determine, in the exercise of the Purchaser's reasonable business judgment and in consultation with Purchaser's financing sources, whether to proceed to consummate the transactions contemplated by this Agreement; provided, however, (i) Purchaser shall not terminate or provide notice of termination of the Stalking Horse APA based on the Seller's failure to satisfy the condition set forth under this Section 8.6 until the expiration of the Evaluation Period as may be extended herein, and (ii) the Evaluation Period may be extended by the Debtors, in consultation with the Consultation Parties, by up to 90 days for any appeal properly perfected with respect to the Supplemental Sale Order (the "Extended Evaluation Periods"). For the avoidance of doubt, if the Debtors or any of the Consultation Parties dispute the reasonableness of the exercise of the Purchaser's business judgment, such dispute shall be determined by the Bankruptcy Court only in the context of an adversary proceeding. If, at the conclusion of the Extended Evaluation Periods, such Supplemental Sale Order has not become a final, non-appealable order and Purchaser determines not to proceed, Purchaser shall have the right within ten (10) business days after the conclusion of the Extended Evaluation Periods to terminate this Agreement and receive the return of its Good Faith Deposit. Sellers shall provide Purchaser with prompt written notice of the conclusion of the Extended Evaluation Periods and whether the Supplemental Sale Order has become a final, non-appealable order. For purposes of this Section 8.6, "a final, non-appealable order" shall include a Supplemental Sale Order (i) which has been affirmed or the appeal of which has been dismissed by any appellate court and for which the relevant appeal period has expired (other than any right of appeal to the U.S. Supreme Court), or (ii) which has been withdrawn by the appellant. If the Supplemental Sale Order becomes a final, non-appealable order prior to the expiration of the Evaluation Period or, if applicable, the Extended Evaluation Periods, Purchaser shall consummate the Sale provided that all other conditions to closing have been satisfied. During any Evaluation Period or Extended Evaluation Periods, Purchaser shall reasonably cooperate in any efforts to render the Supplemental Sale Order a final, non-appealable order, including timely taking reasonable steps in preparation for closing of the transactions described in this Agreement; provided, however, Purchaser shall not be obligated to expend more than $500,000. For the avoidance of doubt, neither this provision, nor any of the rights granted to the Purchaser herein,

shall constitute a waiver of any party in interest's right to argue that any appeal from the Sale Order should be dismissed on statutory, Constitutional or equitable mootness grounds.

8.7 Medicare and Medi-Cal Provider Agreements. Sellers shall transfer their Medicare provider agreements pursuant to a settlement agreement with the Centers for Medicare and Medicaid Services (**"CMS"**) and shall transfer their Medi-Cal provider agreements pursuant to a settlement agreement with the California Department of Health Care Services (**"DHCS"**), which such settlement agreements shall result in: (i) resolution of all outstanding financial defaults under any of Sellers' Medicare and Medi-Cal provider agreements and (ii) full satisfaction, discharge, and release of any claims under the Medicare or Medi-Cal provider agreements, whether known or unknown, that CMS or DHCS, as applicable, has against the Seller or Purchaser for monetary liability arising under the Medicare or Medi-Cal provider agreements before the Effective Time; provided, however, that Purchaser acknowledges that it will succeed to the quality history associated with the relevant Medicare or Medi-Cal provider agreements assigned and shall be treated, for purposed of survey and certification issues as if it is the relevant Seller and no change of ownership occurred.

8.8 HSR Act. The applicable waiting period under the HSR Act shall have expired or been earlier terminated.

ARTICLE 9

TERMINATION

9.1 Termination. This Agreement may be terminated at any time prior to Closing:

(a) by the mutual written consent of the parties;

(b) by Sellers if a material breach of this Agreement has been committed by Purchaser and such breach has not been (i) waived in writing by Sellers or (ii) cured by Purchaser to the reasonable satisfaction of Sellers within fifteen (15) business days after service by Sellers upon Purchaser of a written notice which describes the nature of such breach;

(c) by Purchaser if, in its sole and absolute discretion, it is not satisfied with either (i) the results of its due diligence examination of the Hospitals, or (ii) the contents of any schedule or exhibit that was not completed and attached to this Agreement, but which has been provided to Purchaser after the Signing Date, and Purchaser has notified Seller of its election to terminate the Agreement under this Section 9.1(c) on or prior to January 8, 2019, which notice may be given by facsimile or email correspondence; provided, that for the avoidance of doubt, following expiration of the Final Diligence Period, notwithstanding anything else in this Agreement, Purchaser shall not be entitled to terminate this Agreement (or not Close) as a result of the breach of any representation or warranty made by Sellers (or any of them) other than the breach of a Sale Order Date Representation, but in each case solely to the extent such breach of a

Sale Order Date Representation would result in a Material Adverse Effect; provided, further, that any dispute between Purchaser and Sellers as to whether a Material Adverse Effect has occurred for any purpose under this Agreement shall be exclusively settled by a determination made by the Bankruptcy Court;

(d) by Purchaser if a material breach of this Agreement has been committed by Sellers and such breach has not been (i) waived in writing by Purchaser or (ii) cured by Sellers to the reasonable satisfaction of Purchaser within fifteen (15) business days after service by Purchaser upon Sellers of a written notice which describes the nature of such breach;

(e) by Purchaser if satisfaction of any of the conditions in ARTICLE 8 has not occurred by December 31, 2019 or becomes impossible, and Purchaser has not waived such condition in writing (provided that the failure to satisfy any of the applicable condition or conditions in Sections 8.1 through 8.5 inclusive has occurred by reason other than (i) through the failure of Purchaser to comply with its obligations under this Agreement or (ii) Sellers' failure to provide their closing deliveries on the Closing Date as a result of Purchaser not being ready, willing and able to close the transaction on the Closing Date); provided that upon the imposition of Additional Conditions by the CA AG, Section 8.6 must be satisfied or waived by Purchaser by no later than sixty (60) days thereafter.

(f) by Sellers if satisfaction of any of the conditions in ARTICLE 7 has not occurred by December 31, 2019 or becomes impossible, and Sellers have not waived such condition in writing (provided that the failure to satisfy the applicable condition or conditions has occurred by reason other than (i) through the failure of Sellers to comply with their obligations under this Agreement or (ii) Purchaser's failure to provide its closing deliveries on the Closing Date as a result of Sellers not being ready, willing and able to close the transaction on the Closing Date);

(g) by either Purchaser or Sellers if the Bankruptcy Court enters an order dismissing the Bankruptcy Cases or fails to approve the Sales Procedures Motion by the date specified in Section 6.1(b);

(h) by Sellers if, in connection with the Bankruptcy Cases, any Seller accepts an Alternate Transaction and pays the Break-Up Fee;

(i) by either Purchaser or Sellers if the Closing has not occurred (other than through the failure of any party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before December 31, 2019; or

(j) by Purchaser if a force majeure event (such as acts of God, storms, floods, landslides, earthquakes, lightning, riots, fires, pandemics, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities, other national or international calamity, one or more acts of terrorism, or failure of energy sources) shall have occurred between the Signing Date and Closing Date, which event is reasonably likely to have a Material Adverse Effect.

9.2 Termination Consequences. If this Agreement is terminated pursuant to

Sections 6.1(b), 6.2 or 9.1: (a) all further obligations of the parties under this Agreement shall terminate (other than Purchaser's right to receive the Break-Up Fee if applicable), provided that the provisions of ARTICLE 12, shall survive; and (b) each party shall pay only its own costs and expenses incurred by it in connection with this Agreement; provided, in the case of any termination based on Sections 9.1(b) or (d) the consequences of such termination shall be determined in accordance with ARTICLE 11 hereof. In addition, if this Agreement is terminated pursuant to Sections 6.1(b), 6.2 or 9.1 (other than Section 9.1(b)), Seller shall immediately return the Deposit to Purchaser with all interest earned thereon. Each Party acknowledges that the agreements contained in this Section 9.2 are an integral part of the transactions contemplated by this Agreement, that without these agreements such Party would not have entered into this Agreement.

ARTICLE 10

POST-CLOSING MATTERS

10.1 Excluded Assets.

Subject to Section 10.2 hereof, any Excluded Asset (or proceeds thereof) (a) pursuant to the terms of this Agreement, (b) as otherwise determined by the parties' mutual written agreement or (c) absent such agreement, as determined by adjudication by the Bankruptcy Court, which comes into the possession, custody or control of Purchaser (or its respective successors-in-interest, assigns or affiliates) shall, within five (5) business days following receipt, be transferred, assigned or conveyed by Purchaser (and its respective successors-in-interest, assigns and affiliates) to the applicable Seller. Purchaser (and its respective successors-in-interest, assigns and affiliates) shall have neither the right to offset amounts payable to any Seller under this Section 10.1 against, nor the right to contest its obligation to transfer, assign and convey to any Seller because of, outstanding claims, liabilities or obligations asserted by Purchaser against any Seller. If Purchaser does not remit any monies included in the Excluded Assets (or proceeds thereof) to the applicable Seller in accordance with the first sentence of this Section 10.1, such withheld funds shall bear interest at the Prime Rate in effect on the calendar day upon which such payment was required to be made to Seller (the "**Excluded Asset Due Date**") plus five percent (5%) (or the maximum rate allowed by law, whichever is less), such interest accruing on each calendar day after the Excluded Asset Due Date until payment of the Excluded Assets and all interest thereon is made to the applicable Seller.

10.2 Preservation and Access to Records After the Closing.

(a) From the Closing Date until seven (7) years after the Closing Date or such longer period as required by law (the "**Document Retention Period**"), Purchaser shall keep and preserve all medical records (including, without limitation, electronic medical records), patient records, medical staff records and other books and records which are among the Assets as of the Effective Time, but excluding any records which are among the Excluded Assets. Purchaser will afford to the representatives of Sellers, any of their affiliates, the Official Committee of the Unsecured Creditors of the Sellers, Sellers' estate representative or any liquidating trustee of the Sellers' bankruptcy estate ("**Seller Parties**"), including their counsel and accountants, full and complete access to, and copies (including, without limitation, color laser copies) of, such records with respect to time periods prior to the Effective Time (including, without limitation, access to

records of patients treated at the Hospital prior to the Effective Time) during normal business hours after the Effective Time, to the extent reasonably needed by any Seller Party for any lawful purpose. Purchaser acknowledges that, as a result of entering into this Agreement and operating the Hospital, it will gain access to patient records and other information which are subject to rules and regulations concerning confidentiality. Purchaser shall abide by any such rules and regulations relating to the confidential information it acquires. Purchaser shall maintain the patient and medical staff records at the Hospital in accordance with applicable law and the requirements of relevant insurance carriers. After the expiration of the Document Retention Period, if Purchaser intends to destroy or otherwise dispose of any of the documents described in this Section 10.2(a), Purchaser shall provide written notice to Sellers of Purchaser's intention no later than forty-five (45) calendar days prior to the date of such intended destruction or disposal. Any of the Seller Parties shall have the right, at its sole cost, to take possession of such documents during such forty-five (45) calendar day period. If any of the Seller Parties does not take possession of such documents during such forty-five (45) calendar day period, Purchaser shall be free to destroy or otherwise dispose of such documentation upon the expiration of such forty-five (45) calendar day period.

(b) Provided that Purchaser shall not incur any out of pocket costs, Purchaser shall give full cooperation to the Seller Parties and their insurance carriers in connection with the administration of Sellers' estate, including, without limitation, in connection with all claims, actions, causes of action or audits relating to the Excluded Assets, Excluded Liabilities or pre-Closing operation of the Sellers or the Hospital that any Seller Party may elect to pursue, dispute or defend, in respect of events occurring prior to the Effective Time with respect to the operation of the Hospital. Such cooperation shall include, without limitation, making the Hired Employees available for interviews, depositions, hearings and trials and other assistance in connection with the administration of Sellers' estate and such cooperation shall also include making all of its employees available to assist in the securing and giving of evidence and in obtaining the presence and cooperation of witnesses (all of which shall be done without payment of any fees or expenses to Purchaser or to such employees); provided that Purchaser shall not be required to incur any out of pocket costs in association therewith. In addition, Sellers and their affiliates shall be entitled to remove from the Hospital originals of any such records, but only for purposes of pending litigation involving the persons to whom such records refer, as certified in writing prior to removal by counsel retained by Sellers or any of their affiliates in connection with such litigation. Any records so removed from the Hospital shall be promptly returned to Purchaser following Sellers' or their applicable affiliate's use of such records.

(c) In connection with (i) the transition of the Hospital pursuant to the transaction contemplated by this Agreement, (ii) Sellers' rights to the Excluded Assets, (iii) any claim, audit, or proceeding, including, without limitation, any tax claim, audit, or proceeding and (iv) the Sellers' obligations under the Excluded Liabilities, Purchaser shall after the Effective Time give Sellers access during normal business hours to Purchaser's books, personnel, accounts and records and all other relevant documents and information with respect to the assets, liabilities and business of the Hospital as representatives of Sellers and their affiliates may from time to time reasonably request, all in such manner as not to unreasonably interfere with the operations of the Hospital.

(d) Purchaser and its representatives shall be given access by Sellers during normal business hours to the extent reasonably needed by Purchaser for business purposes to all documents, records, correspondence, work papers and other documents retained by Sellers pertaining to any of the Assets prior to the Effective Time (excluding confidential employee information, privileged materials and patient records), all in such manner as to not interfere unreasonably with Sellers. Such documents and other materials shall be, at Sellers' option, either (i) copied by Sellers for Purchaser at Purchaser's expense, or (ii) removed by Purchaser from the premises, copied by Purchaser and promptly returned to Sellers.

(e) Purchaser shall comply with, and be solely responsible for, all obligations under the Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 with respect to the operation of the Hospital on and after the Effective Time.

(f) Purchaser shall cooperate with Sellers, on a timely basis and as reasonably requested by Sellers, in connection with the provision of all data of the Hospital and other information required by Sellers for reporting to HFAP for the remainder of the quarterly period in which the Closing has occurred.

(g) To the maximum extent permitted by law, if any Person requests or demands, by subpoena or otherwise, any documents relating to the Excluded Liabilities or Excluded Assets, including without limitation, documents relating to the operations of any of the Hospital or any of the Hospital's committees prior to the Effective Time, prior to any disclosure of such documents, Purchaser shall notify Sellers and shall provide Sellers with the opportunity to object to, and otherwise coordinate with respect to, such request or demand.

(h) Provision of Benefits of Certain Contracts. Notwithstanding anything contained herein to the contrary, this Agreement shall not constitute an agreement to assign any Assumed Contract or Assumed Lease, if, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, an attempted assignment thereof, without the consent of the third party thereto, would constitute a breach thereof or in any way negatively affect the rights of Sellers or Purchaser, as the assignee of such Assumed Contract or Assumed Lease, as the case may be, thereunder. If, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, such consent or approval is required but not obtained, Sellers will cooperate with Purchaser in any reasonable arrangement designed to both (a) provide Purchaser with the benefits of or under any such Assumed Contract or Assumed Lease, and (b) cause Purchaser to bear all costs and obligations of or under any such Assumed Contract or Assumed Lease. Further, notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Account Receivable the assignment of which is either prohibited by law or by the terms of any contract with a payor without the consent of such payor. Any payments received by Sellers after the Closing Date from patients, payors, clients, customers, or others who are the obligors on Accounts Receivables transferred to Purchaser as a part of the Assets on the Closing Date shall be paid over to Purchaser within ten (10) business days after receipt by Seller.

10.3 Closing of Financials. Provided that Purchaser shall not incur any out of pocket costs, Purchaser shall cause the individual acting as the chief financial officer of the Hospital after the Effective Time (the "**Post-Effective Time CFO**") to cooperate with Sellers' representatives in

order to complete the standardized closing of Sellers' financial records through the Closing Date including, without limitation, the closing of general ledger account reconciliations (collectively, the "**Closing of Financials**"). Purchaser shall cause the Post-Effective Time CFO to use his or her good faith efforts to cooperate with Sellers' representatives in order to complete the Closing of Financials by no later than the date which is thirty (30) calendar days after the Closing Date. The Post-Effective Time CFO and other appropriate personnel shall be reasonably available to Sellers for a period of no less than one hundred eighty (180) calendar days after the Closing Date to assist Sellers in the completion of Sellers' post-Closing audit, such assistance not to interfere unreasonably with such Post-Effective Time CFO's other duties.

10.4 Medical Staff. To ensure continuity of care in the community, Purchaser agrees that the Hospital's medical staff members in good standing as of the Effective Time shall maintain medical staff privileges at the Hospital as of the Effective Time. On and after the Effective Time, the medical staff will be subject to the Hospital's Medical Staff Bylaws then currently in effect, provided that such Bylaws are in compliance with all applicable laws and regulations and contain customary obligations.

10.5 Shared Intangible Assets. In the event and to the extent that certain intangible Assets transferred by Sellers have been used to operate businesses of Verity or Verity Holdings or their affiliates which are not being sold to Purchaser ("**Shared Intangible Assets**") and such Shared Intangible Assets continue to be used by Verity or Verity Holdings or their affiliates to operate such businesses after Closing, Verity and Verity Holdings retain the rights to continue to use such Assets notwithstanding their sale to Purchaser. Purchaser shall reasonably cooperate with Verity and Verity Holdings and their affiliates to give effect to such rights and shall provide Verity and Verity Holdings and their affiliates such documentation, records and information and reasonable access to such systems as necessary for Verity and Verity Holdings and their affiliates to continue to operate such businesses; all in such manner as not to reasonably interfere with the operations of the Hospitals; provided, however, Purchaser shall not be required to incur any out-of-pocket costs in association therewith unless reimbursed by Verity and Verity Holdings and their affiliates.

ARTICLE 11

DEFAULT, TAXES AND COST REPORTS

11.1 Purchaser Default. If Purchaser commits any material default under this Agreement, Sellers shall have the right to sue for damages; provided, however that the amount of such damages shall never exceed $60,000,000.00. For the avoidance of doubt, Sellers shall have no right to sue for specific performance under this Agreement.

11.2 Seller Default. If Sellers commit any material default under this Agreement, Purchaser shall have the right to demand and receive a refund of the Deposit, and Purchaser may, in addition thereto, pursue any rights or remedies that Purchaser may have under applicable law, including the right to sue for damages or specific performance.

11.3 Tax Matters; Allocation of Purchase Price.

(a) After the Closing Date, the parties shall cooperate fully with each other and shall make available to each other, as reasonably requested, all information, records or documents relating to tax liabilities or potential tax liabilities attributable to Sellers with respect to the operation of the Hospital for all periods prior to the Effective Time and shall preserve all such information, records and documents at least until the expiration of any applicable statute of limitations or extensions thereof. The parties shall also make available to each other to the extent reasonably required, and at the reasonable cost of the requesting party (for out-of-pocket costs and expenses only), personnel responsible for preparing or maintaining information, records and documents in connection with tax matters and as Sellers reasonably may request in connection with the completion of any post-Closing audits of the Hospital.

(b) The Purchase Price (including any liabilities that are considered to be an increase to the Purchase Price for United States federal income Tax purposes) shall be allocated among the Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder as set forth in **Schedule 11.3(b)** (such schedule the "**Allocation Schedule**"). The Allocation Schedule shall be for Sellers' and Purchaser's tax purposes only, and shall not limit the Sellers' creditors in any way.

11.4 Cost Report Matters.

(a) Consistent with Section 4.5, Sellers shall, at Purchaser's expense, prepare and timely file all cost reports relating to the periods ending prior to the Effective Time or required as a result of the consummation of the transactions described in this Agreement, including, without limitation, those relating to Medicare, Medicaid, and other third party payors which settle on a cost report basis (the "**Seller Cost Reports**").

(b) Upon reasonable notice and during normal business office hours, Purchaser will cooperate reasonably with Sellers in regard to Sellers' preparation and filing of the Seller Cost Reports. Such cooperation shall include, at no cost to Sellers, obtaining access to files at the Hospital and Purchaser's provision to Sellers of data and statistics, and the coordination with Sellers pursuant to reasonable notice of Medicare and Medicaid exit conferences or meetings. Sellers shall have no obligations after the Effective Time with respect to Seller Cost Reports except for preparation and filing thereof.

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.1 Further Assurances and Cooperation. Sellers shall execute, acknowledge and deliver to Purchaser any and all other assignments, consents, approvals, conveyances, assurances, documents and instruments reasonably requested by Purchaser at any time and shall take any and all other actions reasonably requested by Purchaser at any time for the purpose of more effectively assigning, transferring, granting, conveying and confirming to Purchaser, the Assets. After consummation of the transaction contemplated in this Agreement, the parties agree to cooperate with each other and take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement, the documents referred to in this Agreement and the transactions contemplated hereby.

12.2 Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto; *provided, however,* that no party hereto may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other parties which consent shall not be unreasonably withheld or delayed, except that Purchaser may, without the prior written consent of Sellers, assign all or any portion of its rights under this Agreement to one or more of its affiliates prior to the Closing Date.

12.3 Governing Law; Venue. This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of California (without giving effect to the principles of conflicts of laws thereof), except to the extent that the laws of such State are superseded by the Bankruptcy Code or other applicable federal law. For so long as Sellers are subject to the jurisdiction of the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. The parties hereby consent to the jurisdiction of such court and waive their right to challenge any proceeding involving or relating to this Agreement on the basis of lack of jurisdiction over the Person or forum non conveniens.

12.4 Amendments. This Agreement may not be amended other than by written instrument signed by the parties hereto.

12.5 Exhibits, Schedules and Disclosure Schedule. The Disclosure Schedule and all exhibits and schedules referred to in this Agreement shall be attached hereto and are incorporated by reference herein. From the Signing Date until the Closing, the parties agree that Sellers may update the Disclosure Schedule as necessary upon written notice to Purchaser, and the applicable representation and warranty shall thereafter be deemed amended for all purposes by such updated Disclosure Schedule. Notwithstanding the foregoing, but subject to Section 9.2(c), should any exhibit or schedule not be completed and attached hereto as of the Signing Date, Sellers and Purchaser shall promptly negotiate in good faith any such exhibit or schedule, which exhibit or schedule must be acceptable to each of Sellers and Purchaser in their reasonable discretion prior to being attached hereto. Any matter disclosed in this Agreement or in the Disclosure Schedule with reference to any Section of this Agreement shall be deemed a disclosure in respect of all sections to which such disclosure may apply. The headings, if any, of the individual sections of the Disclosure Schedule are provided for convenience only and are not intended to affect the construction or interpretation of this Agreement. The Disclosure Schedule is arranged in sections and paragraphs corresponding to the numbered and lettered sections and paragraphs of Article III merely for convenience, and the disclosure of an item in one section of the Disclosure Schedule as an exception to a particular representation or warranty shall be deemed adequately disclosed as an exception with respect to all other representations or warranties to the extent that the relevance of such item to such representations or warranties is reasonably apparent on the face of such disclosure, notwithstanding the presence or absence of an appropriate section of the Disclosure Schedule with respect to such other representations or warranties or an appropriate cross reference thereto.

12.6 Notices. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by telegraphic or other electronic means (including facsimile) or overnight courier, or five (5)

calendar days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

If to Sellers:
Verity Health System of California, Inc.
2040 East Mariposa St.
El Segundo, CA 90245
Attention: Rich Adcock, CEO
Telephone: 424-367-0630

With copies to:
(which copies shall not constitute notice)
Dentons US LLP
601 South Figueroa St., Suite 2500
Los Angeles, CA 90017-5704
Attention: Samuel R. Maizel, Esq.
Telephone: 213-892-2910
Facsimile: 213-623-9924

If to Purchaser:
Strategic Global Management, Inc.
9 KPC Parkway, Suite 301
Corona, CA 92879
Attention: William E. Thomas
Facsimile: 951-782-8850

With copies to:
(which copies shall not constitute notice)
Levene, Neale, Bender, Yoo & Brill L.L.P.
10250 Constellation Blvd., Suite 1700
Los Angeles, CA 90067
Attention: Gary E. Klausner, Esq.
Facsimile: 310-229-1244

and
Loeb & Loeb LLP
10100 Santa Monica Blvd., Suite 2200
Los Angeles, California 90067
Attention: Allen Z. Sussman, Esq.
Facsimile: 310-919-3934

or at such other address as one party may designate by notice hereunder to the other parties.

12.7 Headings. The section and other headings contained in this Agreement and in the Disclosure Schedule, exhibits and schedules to this Agreement are included for the purpose of convenient reference only and shall not restrict, amplify, modify or otherwise affect in any way the meaning or interpretation of this Agreement or the Disclosure Schedule, exhibits and schedules hereto.

12.8 Publicity. Prior to the Closing Date, Sellers and Purchaser shall consult with each other as to the form and substance of any press release or other public disclosure materially related

to this Agreement or any other transaction contemplated hereby and each shall have the right to review and comment on the other's press releases prior to issuance; *provided, however*, that nothing in this Section 12.8 shall be deemed to prohibit either Sellers or Purchaser from making any disclosure that its counsel deems necessary or advisable in order to satisfy either party's disclosure obligations imposed by law subject to reasonable prior notice to the other party thereof.

12.9 Fair Meaning. This Agreement shall be construed according to its fair meaning and as if prepared by all parties hereto.

12.10 Gender and Number; Construction; Affiliates. All references to the neuter gender shall include the feminine or masculine gender and vice versa, where applicable, and all references to the singular shall include the plural and vice versa, where applicable. Unless otherwise expressly provided, the word "including" followed by a listing does not limit the preceding words or terms and shall mean "including, without limitation." Any reference in this Agreement to an "affiliate" shall mean any Person directly or indirectly controlling, controlled by or under common control with a second Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. A "Person" shall mean any natural person, partnership, corporation, limited liability company, association, trust or other legal entity.

12.11 Third Party Beneficiary. None of the provisions contained in this Agreement are intended by the parties, nor shall they be deemed, to confer any benefit on any person not a party to this Agreement, except for the parties' successors and permitted assigns, and except for any liquidating trustee or plan administrator for Sellers' estate.

12.12 Expenses and Attorneys' Fees. Except as otherwise provided in this Agreement, each party shall bear and pay its own costs and expenses relating to the preparation of this Agreement and to the transactions contemplated by, or the performance of or compliance with any condition or covenant set forth in, this Agreement, including without limitation, the disbursements and fees of their respective attorneys, accountants, advisors, agents and other representatives, incidental to the preparation and carrying out of this Agreement, whether or not the transactions contemplated hereby are consummated. The parties expressly agree that all sales, transfer, documentary transfer and similar taxes, fees, surcharges and the like in connection with the sale of the Assets shall be borne by Purchaser. If any action is brought by any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its court costs and reasonable attorneys' fees.

12.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on all of the parties hereto. The parties agree that facsimile copies of signatures shall be deemed originals for all purposes hereof and that a party may produce such copies, without the need to produce original signatures, to prove the existence of this Agreement in any proceeding brought hereunder.

12.14 Entire Agreement. This Agreement, the Disclosure Schedule, the exhibits and schedules, and the documents referred to in this Agreement contain the entire understanding

between the parties with respect to the transactions contemplated hereby and supersede all prior or contemporaneous agreements, understandings, representations and statements, oral or written, between the parties on the subject matter hereof (the "**Superseded Agreements**"), which Superseded Agreements shall be of no further force or effect; provided, that notwithstanding the foregoing, the letter Confidentiality Agreement dated July 12, 2018 between Purchaser and Cain Brothers, a division of KeyBanc Capital Markets Inc., on behalf of Sellers and their related entities shall not be a Superseded Agreement and shall continue in full force in effect in accordance with its terms.

12.15 No Waiver. Any term, covenant or condition of this Agreement may be waived at any time by the party which is entitled to the benefit thereof but only by a written notice signed by the party expressly waiving such term or condition. The subsequent acceptance of performance hereunder by a party shall not be deemed to be a waiver of any preceding breach by any other party of any term, covenant or condition of this Agreement, other than the failure of such other party to perform the particular duties so accepted, regardless of the accepting party's knowledge of such preceding breach at the time of acceptance of such performance. The waiver of any term, covenant or condition shall not be construed as a waiver of any other term, covenant or condition of this Agreement.

12.16 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstance shall be held to be invalid or unenforceable to any extent in any jurisdiction, then the remainder of this Agreement and the application of such term, provision, condition or covenant in any other jurisdiction or to persons or circumstances other than those as to whom or which it is held to be invalid or unenforceable, shall not be affected thereby, and each term, provision, condition and covenant of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.17 Time is of the Essence. Time is of the essence for all dates and time periods set forth in this Agreement and each performance called for in this Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, this Agreement has been entered into as of the day and year first above written.

PURCHASER:

STRATEGIC GLOBAL MANAGEMENT, INC.,
a California corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

SELLERS:

ST. FRANCIS MEDICAL CENTER,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

ST. VINCENT MEDICAL CENTER,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

ST. VINCENT DIALYSIS CENTER, INC.
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

SETON MEDICAL CENTER,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

VERITY HOLDINGS, LLC,
a California limited liability company

Signature By:_____
Print Name:_____
Title:_____
Date:_____

VERITY HEALTH SYSTEM OF CALIFORNIA, INC.,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

EXHIBIT 1
PART 2

EXHIBIT 1
PART 2

DISCLOSURE SCHEDULES

To

ASSET PURCHASE AGREEMENT

By and Among

Verity Health System of California, Inc., Verity Holdings, LLC,

St. Francis Medical Center, St. Vincent Medical Center, St. Vincent Dialysis Center,

Seton Medical Center

and

Strategic Global Management, Inc.

Dated May 2, 2019

Exhibit 1.4.1 - Bill of Sale

BILL OF SALE

This Bill of Sale (this "**Bill of Sale**") is made and entered into as of this [_____] day of [_____, **201**_], by and among by and among Verity Health System of California, Inc., a California nonprofit public benefit corporation ("**Verity**"), Verity Holdings, LLC, a California limited liability company ("**Verity Holdings**"), St. Francis Medical Center, a California nonprofit public benefit corporation ("**St. Francis**"), St. Vincent Medical Center, a California nonprofit public benefit corporation ("**St. Vincent**"), St. Vincent Dialysis Center, Inc., a California nonprofit public benefit corporation ("**St. Vincent Dialysis**"), and Seton Medical Center, a California nonprofit public benefit corporation ("**Seton**"), on the one hand, and Strategic Global Management, Inc., a California corporation ("**Purchaser**"), on the other hand. Verity, Verity Holdings, St. Francis Medical Center, St. Vincent Medical Center and St. Vincent Dialysis and Seton may each be referred to herein as a "**Seller**," and collectively as the "**Sellers**." Sellers and Purchaser may each be referred to herein as a "**Party**," and collectively as the "**Parties**."

The Parties are entering into this Bill of Sale pursuant to that certain Asset Purchase Agreement entered into by the Parties as of December __, 2018 (the "**Purchase Agreement**"). Capitalized terms used herein that are not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement. By this instrument, Purchaser and Sellers, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Sale and Assignment**. Subject to the terms of the Purchase Agreement, effective as of the Effective Time, Sellers hereby sell, assign, transfer, convey, and deliver to Purchaser, and Purchaser accepts and acquires from Sellers, all of Sellers' right, title and interest in and to the Assets (including but not limited to the Assumed Contracts and Assumed Leases) as described in Section 1.7 of the Purchase Agreement.

2. **Miscellaneous Provisions**.

a. **Purchase Agreement**. This Bill of Sale is executed and delivered in connection with the Purchase Agreement. Notwithstanding anything herein to the contrary, nothing herein shall in any way alter or waive the promises, agreements, and covenants set forth in the Purchase Agreement, and in the event of a conflict between the terms of this Bill of Sale and the Purchase Agreement, the Purchase Agreement shall control.

b. **Notices**. All notices or other communications or deliveries provided for hereunder shall be given as provided in the Purchase Agreement.

c. **Successors in Interest**. This Bill of Sale and all of the provisions hereof shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto permitted under the Purchase Agreement.

d. **Governing Law; Venue**. This Bill of Sale shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of California (without giving effect to the principles of conflicts of laws thereof), except to the extent that the laws of such State are superseded by the Bankruptcy Code or other applicable federal law. For so long as

Sellers are subject to the jurisdiction of the Bankruptcy Court, the Parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Bill of Sale, and consent to the exclusive jurisdiction of, the Bankruptcy Court, and thereafter, the Parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Bill of Sale, and consent to the exclusive jurisdiction of, the courts in Los Angeles County, California. The Parties hereby consent to the jurisdiction of such courts and waive their right to challenge any proceeding involving or relating to this Bill of Sale on the basis of lack of jurisdiction over the person or forum non conveniens.

e. Counterparts. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, binding on all of the Parties. The Parties agree that signatures to this Bill of Sale created by the signer by electronic means shall be valid and effective to bind the Party so signing, and signatures transmitted by facsimile or electronic pdf shall be deemed originals for all purposes hereof and that a Party may produce such copies, without the need to produce original signatures, to prove the existence of this Bill of Sale in any proceeding brought hereunder.

f. Amendment. This Bill of Sale may not be amended or altered except by a written instrument executed by all of the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, this Bill of Sale has been duly executed as of the date first written above.

PURCHASER:

Strategic Global Management, Inc.,
a California corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

SELLERS:

Verity Health System of California, Inc.,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

Verity Holdings, LLC,
a California limited liability company

Signature By:_____
Print Name:_____
Title:_____
Date:_____

ST. FRANCIS MEDICAL CENTER,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

ST. VINCENT MEDICAL CENTER,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

ST. VINCENT DIALYSIS CENTER, INC.
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

SETON MEDICAL CENTER,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

ASSUMPTION AGREEMENT

This Assumption Agreement (this "**Assumption Agreement**") is made and entered into as of this [_____] day of [_____, **201**_], by and among Verity Health System of California, Inc., a California nonprofit public benefit corporation ("**Verity**"), Verity Holdings, LLC, a California limited liability company ("**Verity Holdings**"), St. Francis Medical Center, a California nonprofit public benefit corporation ("**St. Francis**"), St. Vincent Medical Center, a California nonprofit public benefit corporation ("**St. Vincent**"), St. Vincent Dialysis Center, Inc., a California nonprofit public benefit corporation ("**St. Vincent Dialysis**"), and Seton Medical Center, a California nonprofit public benefit corporation ("**Seton**"), on the one hand, and Strategic Global Management, Inc., a California corporation ("**Purchaser**"), on the other hand. Verity, Verity Holdings, St. Francis Medical Center, St. Vincent Medical Center and St. Vincent Dialysis and Seton may each be referred to herein as a "**Seller**," and collectively as the "**Sellers**." Sellers and Purchaser may each be referred to herein as a "**Party**," and collectively as the "**Parties**."

The Parties are entering into this Assumption Agreement pursuant to that certain Asset Purchase Agreement entered into by the Parties as of December __, 2018 (the "**Purchase Agreement**"). Capitalized terms used herein that are not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement. By this instrument, Purchaser and Sellers, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Assumption of Assumed Obligations**. Subject to the terms of the Purchase Agreement, Sellers hereby assign to, and Purchaser hereby assumes and agrees to discharge on or after the Effective Time, the Assumed Obligations set forth in Section 1.9 of the Purchase Agreement.

2. **Miscellaneous Provisions**.

a. Purchase Agreement. This Assumption Agreement is executed and delivered in connection with the Purchase Agreement. Notwithstanding anything herein to the contrary, nothing herein shall in any way alter or waive the promises, agreements, and covenants set forth in the Purchase Agreement, and in the event of a conflict between the terms of this Assumption Agreement and the Purchase Agreement, the Purchase Agreement shall control.

b. Notices. All notices or other communications or deliveries provided for hereunder shall be given as provided in the Purchase Agreement.

c. Successors in Interest. This Assumption Agreement and all of the provisions hereof shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto permitted under the Purchase Agreement.

d. Governing Law; Venue. This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of California (without giving effect to the principles of conflicts of laws thereof), except to the extent that the laws of such State are superseded by the Bankruptcy Code or other applicable federal law. For so long as Sellers are subject to the jurisdiction of the Bankruptcy Court, the Parties irrevocably elect, as

the sole judicial forum for the adjudication of any matters arising under or in connection with this Assumption Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court, and thereafter, the Parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Assumption Agreement, and consent to the exclusive jurisdiction of, the courts in Los Angeles County, California. The Parties hereby consent to the jurisdiction of such courts and waive their right to challenge any proceeding involving or relating to this Assumption Agreement on the basis of lack of jurisdiction over the person or forum non conveniens.

e. Counterparts. This Assumption Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, binding on all of the Parties. The Parties agree that signatures to this Assumption Agreement created by the signer by electronic means shall be valid and effective to bind the Party so signing, and signatures transmitted by facsimile or electronic pdf shall be deemed originals for all purposes hereof and that a Party may produce such copies, without the need to produce original signatures, to prove the existence of this Assumption Agreement in any proceeding brought hereunder.

f. Amendment. This Assumption Agreement may not be amended or altered except by a written instrument executed by all of the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assumption Agreement has been duly executed as of the date first written above.

PURCHASER:

Strategic Global Management, Inc.,
a California corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

SELLERS:

Verity Health System of California, Inc.,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

Verity Holdings, LLC,
a California limited liability company

Signature By:_____
Print Name:_____
Title:_____
Date:_____

ST. FRANCIS MEDICAL CENTER,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

ST. VINCENT MEDICAL CENTER,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

ST. VINCENT DIALYSIS CENTER, INC.
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

SETON MEDICAL CENTER,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

Exhibit 1.4.2

Recording Requested By:

When Recorded Mail to:

_____

_____

_____

Attn: _____

(Space Above This Line For Recorder's Use)

QUITCLAIM DEED

Assessor's Parcel Number(s) _____

_____

_____

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

Documentary transfer tax is $____

☐ Computed on full value of property conveyed, or

☐ Computed on full value less value of liens and encumbrances remaining at time of sale or transfer.

☐ Unincorporated area: ☐ City of _____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

_____ ("Grantor"),

hereby REMISES, RELEASES AND FOREVER QUITCLAIMS to

_____ ("Grantee"),

All that certain real property in the City of _____, County of _____, State of _____ described on Exhibit "A" attached hereto and incorporated herein.

Dated: _____, 20__ _____

By:_____

Name:_____

Title:_____

Mail Tax Statements to:_____

Exhibit 1.4.2

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature (Seal)

Exhibit 1.4.2

EXHIBIT "A"

LEGAL DESCRIPTION

FORM OF ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (the "**Assignment**") is dated as of _____ ___, 201_ by and between _____, a _____ ("**Assignor**") and STRATEGIC GLOBAL MANAGEMENT, INC., a California corporation ("**Assignee**").

RECITALS

A. Assignor, certain of Assignor's affiliates, and Assignee entered into that certain Asset Purchase Agreement dated as of December __, 2018 (as the same may be amended, the "**Agreement**") with respect to the purchase of certain Assets. Capitalized terms not defined in this Assignment shall have the meanings ascribed to such terms in the Agreement.

B. Pursuant to the Agreement, Assignor has agreed to assign to Assignee (i) those certain leases governing the Leased Real Property described on Exhibit A attached hereto (the "**Operational Leases**"), and (ii) those Tenant Leases described on Exhibit B attached hereto.

C. In addition, pursuant to the Agreement, Assignor has agreed to assign to Assignee (i) Assignor's right to the deposits held by landlords in connection with the Operational Leases in the amounts set forth on Exhibit A attached hereto, and (ii) the security deposits held by Assignor in connection with the Tenant Leases set forth on Exhibit B attached hereto ((i) and (ii), collectively, the "**Security Deposits**").

NOW THEREFORE, for good and valuable consideration, Assignor and Assignee agree:

AGREEMENT

1. Assignment of Leases and Security Deposits. Assignor hereby assigns, sells, transfers, sets over and delivers to Assignee all of Assignor's right, title and interest in and to the Operational Leases, the Tenant Leases and the Security Deposits.

2. Assumption of Leases. Assignee hereby assumes all covenants and obligations to be performed, fulfilled or complied with by Assignor under the Operational Leases and the Tenant Leases to the extent arising on or after the Effective Time, including any related Cure Costs.

3. Notices. Immediately following the Closing, Assignor and Assignee shall give notice to the landlords of the Operational Leases and the tenants under the Tenant Leases that Assignee has assumed the respective lease.

4. Governing Law. This Assignment and the legal relations between the parties hereto shall be governed by and be construed in accordance with the laws of the State of California.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original. This Assignment shall only be effective if a counterpart is signed by both Assignor and Assignee. Signatures to this Assignment created by the signer by electronic means and/or transmitted by telecopy, email, or other electronic transmission shall be valid and effective to bind the party so signing.

6. Purchase Agreement. This Assignment is executed and delivered in connection with the Agreement. Notwithstanding anything herein to the contrary, nothing herein shall in any way alter or waive the promises, agreements, and covenants set forth in the Agreement, and in the event of a conflict between the terms of this Assignment and the Agreement, the Agreement shall control.

7. Successors and Assigns. This Assignment and all of the provisions hereof shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto permitted under the Agreement.

8. Miscellaneous. If any term or provision of this Assignment shall be held invalid or unenforceable, the remainder of this Assignment shall not be affected. This Assignment may not be amended or altered except by a written instrument executed by Assignor and Assignee.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR:

_____
a _____

By: _____
Name: _____
Its: _____

ASSIGNEE:

STRATEGIC GLOBAL MANAGEMENT, INC., a California corporation

By: _____
Name: _____
Its: _____

EXHIBIT A

DESCRIPTION OF OPERATIONAL LEASES (INCLUDING SECURITY DEPOSITS)

[To be attached.]

EXHIBIT B

DESCRIPTION OF TENANT LEASES (INCLUDING SECURITY DEPOSITS)

[To be attached.]

Schedule 1.4.3 - Owned Real Property

St. Francis Medical Center

Description	Owner	Address	APN
Hospital Campus (including Hospital Patient Tower, Health Services Pavilion, Progressive Care Unit, Family Life Center, Power Plant and Parking Structure #1)	St. Francis Medical Center	3630 East Imperial Highway, Lynwood, CA 90262	6173-021-008
Huntington Park Medical Office Building	St. Francis Medical Center	2700 East Slauson Avenue, Huntington Park, CA 90255	6320-006-069
Maywood Medical Office Building	St. Francis Medical Center	5953 South Atlantic Boulevard 5, Maywood, CA 90270	6313-013-028
Parking Lot (St. Francis Medical Center)	Verity Holdings, LLC	3633 Martin Luther King Jr., Boulevard, Lynwood, CA 90262	6173-015-047
Ministry Services Building (St. Francis Medical Center)	Verity Holdings, LLC	3663 Martin Luther King Jr., Boulevard, Lynwood, CA 90262	6173-019-022
Parking Lot (St. Francis Medical Center)	Verity Holdings, LLC	3621 Martin Luther King Jr., Boulevard, Lynwood, CA 90262	6173-015-048
Five Unit Apartment (St. Francis Medical Center)	Verity Holdings, LLC	3570 Brenton Avenue, Lynwood, CA 90057	6191-016-008

St. Vincent Medical Center

Description	Owner	Address	APN
Hospital Campus (including Hospital, Central Plant, Stauffer Wing Conference Rooms, Doheny Building, Cath Village, Annex/Boiler and Parking Structure)	St. Vincent Medical Center	2131 West 3rd Street, Los Angeles, CA 90057	5154-018-018

Schedule 1.7(b) - Licenses

See attached "Schedule 1.7b Licenses.pdf"

Provider Number Listing	
Medicare	**Hospital**
05-0104	St Francis Medical Center
55-5238	St Francis Medical Center - SNF
05-0502	St Vincent Medical Center
55-5437	St Vincent Medical Center - SNF
05-T502	St Vincent Medical Center - Rehab
05-2355	St Vincent Medical Center - Dialysis (never used)
05-0289	Seton Medical Center
ZZZ26237Z	Seton Medical Center (Part B)
05-0289[1]	Seton Medical Center - Coastside DPNF
55-5235	Seton Medical Center-SNF (hospital based) closed Oct 2010
05-S289	Seton Medical Center - Psych
05-7249	West Bay-HHA (closed Dec 2008)
05-2582	St Vincent Dialysis Center (free standing)

Medi-Cal	Hospital	NPI
	St Francis Medical Center	
HSC30104G	Acute Inpatient Contract	1487697215
ZZT30104G	Acute Inpatient Non-Contract	

[1] *Coastside combined license with Seton effective February 1, 2005.*

ZZT40104G	Outpatient Contract	
LTC55238G	SNF Inpatient	1245227180
	St Vincent Medical Center	
HSC30502H	Acute Inpatient Contract	1124004304
ZZT40502H	Outpatient Contract	
ZZT30502H	Outpatient Other	
LTC55437G	SNF Inpatient	1194879114
	Rehab Inpatient	1184898736
	Seton Medical Center	
ZZR 00289G	Acute Inpatient Non-Contract	1154428688
HSC 00289G	Acute Inpatient Contract	
LTC 55235G	SNF Inpatient LTC	1932200441
LTC 70037G	MAC Inpatient (LTC Subacute)	1679608640
	Gero-Psych	1922456458
HSP 40289G	Coastside - Outpatient	1154428688
HHA 70027F	Home Health Agency	
	St Vincent Dialysis Center	
CDC70030F	St Vincent Dialysis Center	1992700314

OSHPD	**Hospital**	**EIN**
106190754	St Francis Medical Center	91-2154439
106190762	St Vincent Medical Center	91-2154438
106410817	Seton Medical Center	91-2154441
	Seton Medical Center - Coastside	
306191163	St Vincent Dialysis Center	95-3749293

Schedule 1.7(b) - Licenses[1]

Seton Medical Center and Seton Coastside - Accreditations/Certifications/Licenses		
License/Permit/Certificate	**License/Permit Number**	**Expiration Date**
General Acute Care Hospital License	220000026	12/31/2019
Police Alarm Permit	ALA5171	12/31/2019
Fire Permit	FCP5441	12/31/2019
Permit to Operate Air Pressure Tanks	A035637-81	7/6/2023
Permit to Operate Air Pressure Tanks	A022238-10	10/8/2020
Permit to Operate Air Pressure Tanks	A035635-81	10/8/2020
Permit to Operate Air Pressure Tanks	A021539-79	10/8/2020
Permit to Operate Air Pressure Tanks	A021538-79	10/8/2020
Permit to Operate Air Pressure Tanks	A021540-79	10/8/2020
Permit to Operate Air Pressure Tanks	A003602-72	10/8/2020
Permit to Operate Air Pressure Tanks	A003601-72	10/8/2020
Permit to Operate Air Pressure Tanks	A035638-81	7/6/2023
Permit to Operate Air Pressure Tanks	A024295-13	7/6/2023
Permit to Operate Liquefied Petroleum Gas Tank	L000325-63	7/6/2023
Hazardous Materials Uniform Program Credential	MNS000110924	3/31/2019
Bay Area Air Quality Management District Permit to Operate	1000	1/1/2020
Permit to Operate Steam Boiler	B031777-65	2/21/2019
Permit to Operate Steam Boiler	B031778-65	4/5/2019
Permit to Operate Steam Boiler	B021694-81	4/16/2019
CLIA Accreditation (SMCC)	05D0062438	1/2/2021
Clinical Laboratory Certificate of Deemed Status (SMCC)	CDF00002552	12/29/2019
College of American Pathologists Laboratory Accreditation (SMCC)	2370501	Resurvey 8/2019
Permit to Operate –LHCF Food Prep (over 100 beds)	FA0016507 (Permit # PT0002070)	3/31/2019
Permit to Operate – Food Prep (11-100) and LHCF Food Prep (over 100 beds)	FA0017183 (Permit # PT0006834 and PT0002090)	8/31/2019
Diabetes Self-Management Education Program Recertification	3360	5/9/2019
Conveyance Permit	49252	6/28/2019
Conveyance Permit	42282	6/28/2019
Conveyance Permit	42283	6/28/2019
Conveyance Permit	41854	6/28/2019
Conveyance Permit	42281	6/28/2019
Conveyance Permit	48856	10/4/2019
Conveyance Permit	41857	6/28/2019

[1] Expiration date is subject to being updated.

Conveyance Permit	68597	6/28/2019
Conveyance Permit	68598	6/28/2019
Haz Mat Certification Registration -Stericycle	051016 550 027YA	6/30/2019
Hazard waste transporter registration	5791	4/30/2019
ACR Mammography		2/27/2021
Mammography X-Ray Equipment and Facility Accreditation Certificates	Facility #: 35539 Certificate #:19031, 19032, 19033	2/27/2021
FDA Certified Mammography Facility Certificate	156463	2/27/2021
Hazardous Waste Materials Registration	Site: 203048 Generator: (a) 735952-02 (b) 735950-03 (c) 917260-01 (d) 836234-01 (e) 836237-01 (f) 836238-01 (g) 836239-01 (h) 735945-02 (i) 735958-02 (j) 798252-02 (k) 975827-00 (l) 975831-00 (m) 782341-002 (n) 975828-00 (o) 975824-00 (p) 975820-00 (q) 980575-00 (r) 735954-003 (s) 735957-003 (t) 980588-00 (u) 735961-03	(a) 1/31/2020 (b) 1/31/2020 (c) 12/31/2019 (d) 4/30/2019 (e) 4/30/2019 (f) 4/30/2019 (g) 4/30/2019 (h) 1/31/2020 (i) 1/31/2020 (j) 12/31/2019 (k) 9/30/2019 (l) 9/30/2019 (m) 9/30/2019 (n) 9/30/2019 (o) 9/30/2019 (p) 9/30/2019 (q) 9/30/2019 (r) 1/31/2020 (s) 1/31/2020 (t) 9/30/2019 (u) 1/31/2020
Joint Commission Primary Stroke Certification	10087	8/12/2019
Commission on Cancer Accreditation	6932980	3/2021
Radioactive Material License	1391-41	6/3/2024

Joint Commission SMC Hospital Accreditation	10087	8/19/2020
College of American Pathologists Laboratory Accreditation (SMC)	2369901	Resurvey 8/22/2019
Clinical Laboratory License (SMC)	CLF 00000798	12/28/2019
CLIA Accreditation (SMC)	05D0673829	2/27/2021
Weights & Measures License	2152	12/31/2018
Federal Communications Commission Private Radio Licenses - (Seton Medical Center Coastside)	WNYW584	
Federal Communications Commission Private Radio Licenses - (Seton Medical Center)	WPUI949	
Medical Waste transfer station permit - Stericycle	TS-114	12/15/2021
Medical Waste transfer station permit - Stericycle	TS-109	12/27/2023
Sterile Compounding Pharmacy License	LSC 100405	2/1/2020
ACR Accreditation	Siemens Somatom Sensation 16 2003	10/10/2020
ACR Accreditation	General Electric Medical Systems CTI-Performix 1998	10/10/2020
DEA Controlled Substances Registration Certificate	BS7757430	2/29/2020
Certificate Reportable Sources of Radiation (SMCC)	FAC00032490	6/30/2019
Tissue Bank License (SMC)	CTB 00080703	12/13/2019
Tissue Bank License (Advanced Wound Care)	CTB 00081131	12/13/2019
Hospital Pharmacy Permit (SMC)	HSP 45703	2/01/2020
Hospital Pharmacy Permit (SMCC)	HSP 45702	2/01/2020

St Francis Medical Center - Accreditations/Certifications/Licenses		
License/Permit/Certificate	**License/Permit Number**	**Expiration date**
AABB - Certificate of Accreditation for Transfusion Activities		9/30/2019
ACR - Obstetrical, Gynecological, General Vascular		10/20/2019
ACR - for Adult Patients - Revolution EVO - 5		7/7/2020
ACR - for Adult Patients - Revolution EVO -4		7/7/2020
ACR - ADAC Laboratories TRANSCAM 1994-Accreditation		10/12/2021
ACR - ADAC Laboratories VERTEX 1998 for Planer - Accreditation		10/12/2021
ACR - MRI Siemens AVANTO 2005 - Accreditation		5/19/2021
ACR - Siemens SYMBIA T 2011 for Planar, SPECT, Nuclear Cardiology		10/12/2021
ACR - Mammography - Lorad Medical Systems Dimensions 2012		8/4/2019
ACR - Ultrasound Accreditation-OB/GYN		10/20/2019
Hospital Pharmacy Permit	HSP 45706	2/1/2020
California Department of Health - Processing Reportable Sources of Radiation	FAC00007446	6/30/2020
Sterile Compounding License	LSC 100267	2/1/2020
City of Lynwood - Business License - 4 Units	2301342	12/31/2019
City of Lynwood - Business License	2301756	12/31/2019
City of South Gate - Business License	3201	6/30/2019
CLIA Certificate of Waiver	05D0548351	2/27/2021
CLIA Certificate of Waiver	05D0949548	11/1/2019
County of LA Public Health - Public Health Permit - Cafeteria	PR0038667	6/30/2019
Department of Health & Human Services - Mammography Facility	138560	8/4/2019
Clinical Laboratory Certificate of Deemed Status	CDF00000291	12/28/2018
Department of Public Health - Mammography X-Ray Equipment and Facility 2 Dimension	17341	8/4/2019
Department of Public Health - Mammography X-Ray Equipment and Facility 3 Dimension	17342	8/4/2019
Department of Public Health - Medical Waste Generator Small Quantity	SQG37254	4/16/2019
Department of Public Health - Medical Waste Large Quantity Management Program	No. 289	11/16/2019
Hospital License	930000157	12/31/2019
Tissue Bank License - FLC	CTB 00080570	12/13/2019
Tissue Bank License - Hospital OR	CTB 00080568	12/13/2019
Department of Transportation Division Aeronautics - Heliport(TLOF) Permit	LA-179(H)	
DEA Controlled Substance Registration	BS7805609	2/29/2020
Institute for Medical Quality - Continuing Medical Education Certificate		12/31/2021

Los Angeles County Department of Public Health - Retail Food Official Inspection Report	FA0069958 (PR0038667)	12/19/2019
South Coast Air Quality Management District - Rule 2202-On Road Motor Vehicle Mitigation Options	14924	4/16/2019
Conveyance Permit	107436	1/16/2019
Conveyance Permit	107437	1/16/2019
Conveyance Permit	107438	1/16/2019
Conveyance Permit	113252	1/15/2019
Conveyance Permit	113372	1/15/2019
Conveyance Permit	113373	4/24/2019
Conveyance Permit	113374	1/15/2019
Conveyance Permit	113375	1/15/2019
Conveyance Permit	113401	1/16/2019
Conveyance Permit	113402	1/16/2019
Conveyance Permit	121533	1/15/2019
Conveyance Permit	121535	1/15/2019
Conveyance Permit	121557	1/15/2019
Conveyance Permit	36304	1/16/2019
Conveyance Permit	36305	1/16/2019
Conveyance Permit	90171	1/16/2019
Conveyance Permit	99368	1/16/2019
Conveyance Permit	99562	1/16/2019
Conveyance Permit	99563	1/16/2019
Conveyance Permit	99564	1/16/2019
Conveyance Permit	99565	1/16/2019
Radioactive Material License	0488-19	6/28/2024
The College of America Pathologists Laboratory Certification	2273801	8/22/2019
The Joint Commission - Hospital Accreditation Program	9953	10/27/2021
The Joint Commission - Primary Stroke	9953	6/21/2020
Federal Communications Commission Private Radio Licenses	KUX246	2/9/2024
Federal Communications Commission Private Radio Licenses	KWK570	3/21/2024
Federal Communications Commission Private Radio Licenses	WQHA434	6/11/2027
Federal Communications Commission Private Radio Licenses	WQIG242	1/30/2028
California Department of Tax and Fee Administration Seller's Permit	097962355-10000	N/A
Los Angeles County Department of Mental Health Consolidated Medi-Cal Re-Certification Approval for St. Francis Medical Center Children's Center	N/A	N/A

St Vincent Medical Center - Accreditations/Certifications/Licenses		
License/Permit/Certificate	**License/Permit Number**	**Expiration date**
ACR – Computed Tomography Services	Siemens EMOTION 6 2019 approved following survey	7/30/2022
ACR - Mammography	17975 (Lorad Medical Systems Inc. Selenia 2010 approved following survey)	4/12/2020
ACR - MRI	Siemens Magenetom Symphony 2001 approved following survey	10/13/2019
ACR - Nuclear Med Signature	Siemens Signature Series 2000 for Planar	1/20/2021
American Association of Blood Banks Certificate of Accreditation	8599	9/30/2020
Hospital Pharmacy Permit	HSP 45704	2/1/2020
Sterile Compounding	LSC 100177	2/1/2020
LADPH CA Health & Safety Code California Retail Food Code (Public Health Permit)	PR 0192041	6/30/2019
CAP - Pulmonary Services Lab	CAP Number 2266501	10/8/2018 (awaiting new certification, onsite audits completed in August 2018)
CAP - Pulmonary Services Lab	CAP Number 2266503	10/8/2020
CDPH - Tissue Bank	CTB 00080423	12/13/2019
CLIA Certificate	05D0545353	2/27/2019
CLIA Certificate - Pulmonary / ABG Lab	05D0867804	11/3/2020
CTC - X-Ray Tube Registration	FAC00049874	6/30/2020
DEA Controlled Substances Registration	BS7751755	2/29/2020
LADHS-EMSA-STEMI		6/30/2020
FDA- IRB	FWA00003778	8/1/2022
FDA- Mammography	150029	4/12/2020
Joint Commission Accreditation	9938	9/22/2021
CDPH MQSA - Mammography	17975	4/12/2020
DHHS Office for Human Research Protections – IRB	IRB00000913	7/26/2020
Reportable Sources of Radiation Certificate (X-Ray Tube Registration)	FAC00030779	6/30/2019
Radioactive Material License	0610-19	10/26/2024
Reportable Sources of Radiation Certificate (SPINE/JRI RAD -X-Ray Tube Registration)	FAC00058259	3/31/2019
CDPH State of California: Laboratory Field Services Certificate of Deemed Status	CDF00001222	12/28/2018
Reportable Sources of Radiation Certificate (X-Ray Tube Registration)	FAC00012617	10/31/2019
Federal Communications Commission Private Radio Licenses	WQQW771	3/18/2023
CDPH General Acute Care License	930000161	12/31/2019
IV Sterile Room Testing Certificate		4/17/2019
Department of Consumer Affairs – Continuing Education Provider Certificate	CEP13815	1/31/2021
Institute for Medical Quality Accreditation	4001292	1/31/2019

St Vincent Dialysis Center - Accreditations/Certifications/Licenses

License/Permit/Certificate	License/Permit Number	Expiration date
CDPH License	930000245	10/31/2019
FTB	994394	N/A
Board of Equalization Organizational Clearance Certificate	12364	N/A
CLIA Certificate of Waiver	05D0710877	8/31/2020
CDPH Medical Waste Management Certificate	Registration No. 155	8/16/2019
Los Angeles Fire Department Consolidated Unified Permit	Facility ID FA0013248	9/30/2019
City of Los Angeles Tax Registration Certificate	738283-14	

Schedule 1.7(c)(ii) - Leased Real Property

St. Francis Medical Center as Tenant
1. Lease Agreement, dated May 1, 2018 between St. Francis Medical and Hopevale Properties, L.P. c/o Reliable Properties for the premises located at 4390 Tweedy Blvd., South Gate, CA 90280 (Expires May 1, 2019).
2. Lease Agreement dated May 1, 2018, between St. Francis Medical Center (as Tenant) and Hopevale Properties, L.P. c/o Reliable Properties, its agent (as Landlord) for the premises located at 4390 Tweedy Blvd., South Gate, CA 90280 (Expired April 30, 2019).
3. Standard Industrial/Commercial Multi-Tenant Lease-Gross, dated April 4, 2003, between St. Francis Medical Center (as Lessee) and the James H. and Wanda E. De Wald Trust (as Lessor) for the premises located at 9404 Burtis Street, South Gate, CA 90280, as amended by that certain Addendum to Lease, dated April 4, 2003, the Extension of Lease, dated December 2, 2005, between St. Francis Medical Center (as Lessee) and Huffburt Property LLC (as Lessor), the Second Extension and Amendment of Lease, dated April 30, 2009, the Third Extension of Lease, dated April 16, 2012, the Fourth Extension of Lease, dated May 11, 2015, and the Fifth Extension of Lease, dated March 18, 2016, the Sixth Extension of Lease, dated May 14, 2016 (Expired April 30, 2019).
4. St. Francis Medical Plaza Office Space Lease, dated January 1, 2006, between St. Francis Medical Center (as Tenant) and St. Francis-Lynwood Medical Plaza L.P. (as Landlord) for the premises located at 3628 E. Imperial Highway, Lynwood, CA 90262, as amended by that certain First Amendment to Lease, dated May 1, 2006, the Second Amendment to Lease, dated February 7, 2007, the Third Amendment to Lease, dated November 29, 2007, the Fourth Amendment to Lease, dated January 1, 2010, between St. Francis Medical Center (as Tenant) and NHP/PMB St. Francis-Lynwood Medical Plaza LLC (as Landlord), the Fifth Amendment to Lease, dated December 31, 2010, the Sixth Amendment to Office Lease and Agreement Regarding Property Tax Protection, dated May 27, 2011, the Seventh Amendment to Lease, dated March 27, 2012, the Eighth Amendment to Lease, dated May 1, 2013, the Ninth Amendment to Lease, dated September 9, 2013, the Consent of Prime Landlord to Sublease, dated April 1, 2014 by NHP/PMB St. Francis Lynwood Medical Plaza, LLC, the Tenth Amendment to Lease, dated November 20, 2015, the Consent of Prime Landlord to Sublease, dated January 15, 2016, by NHP/PMB St. Francis Lynwood Medical Plaza, LLC, the Eleventh Amendment to Lease, dated September 27, 2016, and the Consent

St. Francis Medical Center as Tenant
of Prime Landlord to Sublease, dated December 1, 2016, by NHP/PMB St. Francis Lynwood Medical Plaza, LLC (Expires December 31, 2021).
5. Standard Multi-Tenant Office Lease-Gross, dated March 1, 2006, between St. Francis Medical Center (as Lessee) and Sunshine Capital Group, LLC (as Lessor) for the premises located at 3680 E. Imperial Hwy Suites 450, 525 and 550, Lynwood, CA 90262, as amended by that certain First Amendment to Office Lease, dated October 23, 2007, the Second Amendment to Lease, dated December 5, 2012, the Third Amendment to Lease, dated June 25, 2013, and the Fourth Amendment to Lease, dated September 17, 2013 (Expired September 30, 2018).*

St. Vincent Medical Center Hospital as Tenant
1. Office Building Lease, dated July 1, 2016, between St. Vincent Medical Center (as Tenant) and Bakersfield Land and Cattle Company, LLC (as Landlord) for the premises located at 8501 Camino Media, Bakersfield, CA 93311 (Expires June 30, 2019).
2. Office Building Lease, dated July 1, 2016, between Bakersfield Land and Cattle Company, LLC (as Landlord) and St. Vincent Medical Center (as Tenant) for the premises located at 8501 Camino Media Suite 100, Bakersfield, CA 93311 (Expires June 30, 2019).
3. Lease-Back Agreement between Verity Holdings, LLC (as Landlord) and St. Vincent Medical Center (as Tenant) dated November 29, 2016, for the premises located at 201 South Alvarado, Suites A, 219, 220[2], 311, 321, Los Angeles, CA 90057 as amended by that First Amendment to Lease-Back Agreement dated March 1, 2017 (Expires 11/30/2026)
4. Lease-Back Agreement between Verity Holdings, LLC (as Landlord) and St. Vincent Medical Center (as Tenant) dated November 29, 2016, for that premises located at 2200 West Third Street, Suites 120A, 120B, 200, 300D, 400, 500 and 501, Los Angeles, CA 90057, as amended by that First Amendment to Lease-Back Agreement dated March 1, 2017, and that Second Amendment to Lease-Back Agreement dated

* Within the Lease Schedules "*" indicates the lease is currently month-to-month.
[2] St.Vincent Dialysis Center occupies Suites 219 & 220.

St. Vincent Medical Center Hospital as Tenant
June 29, 2018 which noted that Suite 200 should not have been included in the lease and removed Suite 200 from the Lease (Expires November 30, 2026)
5. Lease between Verity Holdings, LLC and St. Vincent Medical Center dated as of October 1, 2017, for The Seton Guest Center located at 262 South Lake Street, Los Angeles, CA 90057 (Expires September 30, 2027)

Seton Medical Center as Tenant
1. Lease, dated March 1, 1999, between Catholic Healthcare West (as Lessee) and The Roman Catholic Archbishop of San Francisco (as Lessor) for the premises located on a portion of Assessor's Parcel Number 037-0160-020 (formerly known as "Our Lady of Lourdes Chapel"), as amended by that certain Lease Renewal, dated August 1, 2008, between Seton Medical Center (as Lessee) and The Archdiocese of San Francisco Real Property Support Corporation (as Lessor) and the Lease Renewal, dated July 15, 2013, between Seton Medical Center (as Lessee) and The Archdiocese of San Francisco Parish and School Juridic Persons Real Property Support Corporation (as Lessor).*
2. Lease-Back Agreement between Seton Medical Center (as Tenant) and Verity Holdings, LLC (as Landlord) dated March 15, 2017, for the premises located at 1500 Southgate Avenue, Suites 112, 115, 108, and 201A, Daly City, CA 94015 (Expires March 31, 2027)
3. Lease-Back Agreement between Seton Medical Center (as Tenant) and Verity Holdings, LLC (as Landlord) dated November 29, 2016, for the premises located at 1850 Sullivan Avenue, Suites 400, 100, 110, 150, 140, 190, and 315, Daly City, CA 94015 as amended by that First Amendment to Lease-Back Agreement dated March 9, 2017 (Expires November 29, 2026)
4. Lease-Back Agreement between Seton Medical Center (as Tenant) and Verity Holdings, LLC (as Landlord) dated November 29, 2016, for the premises located at 1800 Sullivan Avenue, Suites 102 and 106, Daly City, CA 94015, as amended by that First Amendment to Lease-Back Agreement dated March 9, 2017 (Expires November 29, 2026)
5. Lease-Back Agreement between Verity Holdings, LLC (as Landlord) and Seton Medical Center (as Tenant) dated August 18, 2017, for the premises located at 600 Marine Boulevard, Moss Beach, CA 94038 (entire building) (Expires August 3, 2027)

Verity Holdings, LLC as Tenant
1. Sublease Agreement between Nantworks, LLC (as Sublandlord) and Verity Holdings, LLC (as Subtenant) dated April 1, 2018, for that premises located at 2040 East Mariposa Avenue, (portion of 2nd floor) El Segundo, CA 90245 (Expires March 31, 2019).

Schedule 1.7(c)(iii) - Tenant Leases

St. Francis Medical Center as Landlord
1. Parking Space Lease, dated on or about January 7, 2018 between St. Francis Medical Center (as Landlord) and Davita Medical Management (as Tenant) for the premises located at 2700 E. Slauson Avenue, Huntington Park, CA 90255 (Expires December 31, 2018).*
2. Medical Office Building Ground Lease, dated January 1, 1993 between St. Francis Medical Center (as Landlord) and Pacific Medical Buildings, L.P. (as Tenant) for the premises located in Lynwood, CA, as amended by that certain First Amendment to Medical Office Building Ground Lease, dated February 1, 1993, the Second Amendment to Medical Office Building Ground Lease, dated May 1, 1993, the Assignment and Assumption of Leases and Subleases dated, June 4, 1993 between Pacific Medical Buildings, L.P. (as Assignor) and St. Francis-Lynwood Medical Plaza, L.P. (as Assignee), and the Grant and Reservation of Easements and Parking Covenants by St. Francis Medical Center, dated January 1, 1993 (Expires January 1, 2048).
3. Parking Garage Ground Lease, dated January 1, 1993 between St. Francis Medical Center (as Landlord) and Pacific Medical Buildings, L.P. (as Tenant) for the premises located in Lynwood, CA, as amended by that certain Assignment and Assumption of Leases and Subleases, dated June 4, 1993 between Pacific Medical Buildings, L.P. (as Assignor) and St. Francis-Lynwood Medical Plaza, L.P. (as Assignee) (Expires January 1, 2048).
4. Sublease, dated December 1, 2016, between St. Francis Medical Center (as Sublessor) and Verity Medical Foundation (as Sublessee) for the premises located at 3628 East Imperial Highway Suite 408, Lynwood, CA 90262 (Expires December 31, 2020).
5. Sublease, dated January 15, 2016, between St. Francis Medical Center (as Sublessor) and St. Francis Multispecialty Medical Group, Inc. (as Sublessee) for the premises located at 3628 East Imperial Highway Suite 303, Lynwood, CA 90262 (Expired January 31, 2018). *

St. Vincent Medical Center Hospital as Landlord
1. St. Vincent Medical Center Office Building Lease, dated May 20, 2009, between St. Vincent Medical Center (as Landlord) and Clinica Msr. Oscar A. Romero (as Tenant) for the premises located at 201 South Alvarado Street Suite 100, Los Angeles, CA 90057, as amended by that certain First Amendment to St. Vincent Medical Center Office Building Lease, dated June 21, 2011 and the Second Amendment to St. Vincent Medical Center Office Building Lease, dated July 9, 2014 (Expires May 31, 2019).
2. St. Vincent Medical Center Office Building Lease, dated June 17, 2009, between St. Vincent Medical Center (as Landlord) and Mordo Suchov, M.D. (as Tenant) for the premises located at 201 South Alvarado Street Suite 711, Los Angeles, CA 90057, as amended by that certain First Amendment to Lease, dated June 14, 2012, the Second Amendment to Lease, dated July 30, 2014, and the Third Amendment to Lease, dated July 26, 2016 (Expires July 31, 2019).
3. St. Vincent Medical Center Office Building Lease, dated January 3, 2005, between St. Vincent Medical Center (as Landlord) and Randal P. Arase, M.D. (as Tenant) for the premises located at 201 South Alvarado Street Suite 716, Los Angeles, CA 90057, as amended by that certain First Amendment to St. Vincent Professional Building Office Lease, dated February 1, 2005, the Second Amendment to St. Vincent Professional Building Office Lease, dated September 15, 2009, the Third Amendment to St. Vincent Professional Building Office Lease, dated November 6, 2014, and the Fourth Amendment to St. Vincent Professional Building Office Lease, dated January 15, 2016 (Expires January 31, 2019).
4. St. Vincent Medical Center Office Building Lease, dated August 30, 2012, between St. Vincent Medical Center (as Landlord) and Samuel K. Lee, M.D. (as Tenant) for the premises located at 201 South Alvarado Street Suite 622, Los Angeles, CA 90057 (Expires September 30, 2022).
5. St. Vincent Medical Center Office Building Lease, dated October 1, 2006, between St. Vincent Medical Center (as Landlord) and Southern California Infectious Disease Medical Group (as Tenant) for the premises located at 201 South Alvarado Street Suite 820, Los Angeles, CA 90057, as amended by that certain First Amendment to Lease, dated June 30, 2009 and the Second Amendment to Lease, dated July 31, 2012, and the Third Amendment to the Lease dated June 5, 2015 (Expired August, 31 2018).*
6. St. Vincent Medical Center Office Building Lease, dated September 24, 2013, between St. Vincent Medical Center (as Landlord) and Deno D. Kang, M.D. (as Tenant) for the premises located at 201 South Alvarado Street Suite 815, Los Angeles, CA 90057, as

St. Vincent Medical Center Hospital as Landlord
amended by that certain First Amendment to Lease, dated August 15, 2016 (Expires December 31, 2018).
7. St. Vincent Medical Center Office Building Lease, dated August 17, 2011, between St. Vincent Medical Center (as Landlord) and Elena Spektor, M.D. (as Tenant) for the premises located at 201 South Alvarado Street Suite 808, Los Angeles, CA 90057, as amended by that certain First Amendment to Lease, dated August 1, 2014, the Second Amendment to Lease dated July 29, 2019, the Third Amendment to Lease dated (Expired August 31, 2018).*
8. St. Vincent Medical Center Office Building Lease, dated June 2, 2014, between St. Vincent Medical Center (as Landlord) and Felix Sigal, D.P.M., a Professional Corporation (as Tenant) for the premises located at 201 South Alvarado Street Suite 819, Los Angeles, CA 90057 (Expired July 31, 2017).*
9. St. Vincent Medical Center Office Building Lease, dated February 8, 2016, between St. Vincent Medical Center (as Landlord) and Elite Provider Network, Inc., a California Corporation (as Tenant) for the premises located at 201 South Alvarado Street Suite 100, Los Angeles, CA 90057 (Expires April 30, 2021).
10. St. Vincent Medical Center Office Building Lease, dated April 6, 2016, between St. Vincent Medical Center (as Landlord) and Regal Medical Group, Inc. (as Tenant) for the premises located at 2200 West 3rd Street Suite 300, Los Angeles, CA 90057 (Expires December 1, 2021).
11. St. Vincent Medical Center Office Building Lease, dated November 8, 2013, between St. Vincent Medical Center (as Landlord) and Mendez National Institute of Transplantation Foundation (as Tenant) for the premises located at 2200 West 3rd Street Suite 390, Los Angeles, CA 90057, as amended by that certain First Amendment to Lease, dated June 15, 2015 (Expired November 30, 2018).*
12. St. Vincent Medical Center Office Building Lease, dated August 1, 2006, between St. Vincent Medical Center (as Landlord) and Roberts Ngan Sugerman, A Medical Group, Inc. (as Tenant) for the premises located at 201 South Alvarado Street Suite 717, Los Angeles, CA 90057, as amended by that certain First Amendment to Lease, dated June 1, 2009, the Second Amendment to Lease, dated July 13, 2012, and the Third Amendment to Lease, dated July 17, 2015 (Expired July 31, 2018).*
13. St. Vincent Medical Center Office Building Lease, dated April 25, 2016, between St. Vincent Medical Center (as Landlord) and Greater Los Angeles Cardiology (as Tenant)

St. Vincent Medical Center Hospital as Landlord
for the premises located at 201 South Alvarado Street Suites 612 and 620, Los Angeles, CA 90057 (Expires September 30, 2021).
14. Parking Facilities Lease, dated May 23, 2011, between St. Vincent Medical Center (as Landlord) and Modern Parking, Inc. (as Tenant) for the premises located at 201 South Alvarado Street, Los Angeles, CA 90057 (Expired July 1, 2016). *
15. St. Vincent Medical Center Office Building Lease, dated October 26, 2007, between St. Vincent Medical Center (as Landlord) and Barton Tanenbaum, M.D. (as Tenant) for the premises located at 201 South Alvarado Street Suite 215, Los Angeles, CA 90057, as amended by that certain First Amendment to Office Lease, dated July 9, 2010, the Second Amendment to Office Lease, dated August 16, 2013, the Third Amendment to Lease, dated June 17, 2014, the Fourth Amendment to Lease, dated July 2, 2015, and the Fifth Amendment to Office Lease, dated June 28, 2016, between St. Vincent Medical Center and Barton Tanenbaum, M.D. (Expired August 31, 2017). *
16. St. Vincent Medical Center Office Building Lease, dated March 26, 2013, between St. Vincent Medical Center (as Landlord) and Los Angeles Hematology Oncology Medical Group (as Tenant), for the premises located at 201 South Alvarado Street Suite 110, Los Angeles, CA 90057, as amended by that certain First Amendment to Lease, dated June 22, 2016 (Expires June 30, 2019).
17. St. Vincent Medical Center Office Building Lease, dated July 1, 2013, between St. Vincent Medical Center (as Landlord) and Barry Morguelan, M.D. (as Tenant), for the premises located at 201 South Alvarado Street Suite 602, Los Angeles, CA 90057 (Expires July 31, 2020).
18. St. Vincent Medical Center Office Building Lease, dated August 23, 2013, between St. Vincent Medical Center (as Landlord) and Taro Yokoyama, M.D. (as Tenant), for the premises located at 201 South Alvarado Street Suite 702, Los Angeles, CA 90057, as amended by that certain First Amendment to Lease, dated August 16, 2016 (Expires October 31, 2019).
19. St. Vincent Medical Office Building Lease, dated October 14, 2016, between St. Vincent Medical Center (as Landlord) and J.W. Duncan, M.D., a Medical Corporation and Jan W. Duncan, M.D. (as Tenants) for the premises located at 2200 West 3rd Street Suite 1, Los Angeles, CA 90068 (Expires October 31, 2021).
20. St. Vincent Medical Center Office Building Lease, dated December 2, 2013, between St. Vincent Medical Center (as Landlord) and Daughters of Charity Foundation (as

St. Vincent Medical Center Hospital as Landlord
Tenant) for the premises located at 262 South Lake Street, Los Angeles, CA 90057, Rooms 213-223 (Odd) and Rooms 218-232 (Even),
21. St. Vincent Medical Center Office Building Lease, dated October 7, 2013, between St. Vincent Medical Center (as Landlord) and Narinder Batra, M.D. (as Tenant), for the premises located at 201 South Alvarado Street Suite 720, Los Angeles, CA 90057 (Expires December 31, 2018).
22. Office Lease, dated May 25, 2016, between St. Vincent Medical Center (as Landlord) and Alvarado Eye Surgery Center, LLC (as Tenant) for the premises located at 201 South Alvarado Street Suites 718 and 722, Los Angeles, CA 90057. (Expires May 31, 2021)
23. Lease dated September 29, 2014, between St. Vincent Medical Center (as Landlord) and House Clinic Foundation (as Tenant) for the premises located at 2222 West Ocean View Street, Rooms 202A and 202B at Suite 200, Los Angeles, CA 90057, as amended by that certain First Amendment to Lease dated January 5, 2015, the Second Amendment to Lease dated April 3, 2015, the Third Amendment to Lease dated July 1, 2015, the Fourth Amendment to Lease dated October 1, 2015, the Fifth Amendment to Lease dated January 4, 2016, Sixth Amendment to Lease dated March 21, 2016, First Amendment to Lease dated July 1, 2016 (Expired October 9, 2016) *
24. St. Vincent Medical Office Building Lease dated October 14, 2016, between St. Vincent Medical Center (as Landlord) and J.W. Duncan, M.D. (as Tenant) for that premises located at 2200 West 3rd Street, Suite 1, Los Angeles, CA (Expires October 31, 2021)
25. Office Lease S. Mark Taper Foundation Transplant Center Building dated April 6, 2016, between St. Vincent Medical Center (as Landlord) and Regal Medical Group, Inc. (as Tenant) for that premises located at 2200 West 3rd Street, Suite 300, Los Angeles, CA 90057 (Expires November 30, 2021).

Seton Medical Center as Landlord
1. Seton Medical Office Building Lease, dated April 1, 2012, between Seton Medical Center (as Landlord) and John Lai and Kevin Wong Medical Corporation (as Tenant)

Seton Medical Center as Landlord
for the premises located at 1500 Southgate Avenue Suite 207, Daly City, CA 94015 (Expired June 30, 2018).*
2. Seton Medical Office Building Lease, dated May 31, 2012, between Seton Medical Center (as Landlord) and John W. Wilson, M.D. (as Tenant) for the premises located at 1800 Sullivan Avenue Suite 503, Daly City, CA 94015 (Expired June 30, 2017).*
3. Seton Medical Office Building Lease, dated July 23, 2015, between Seton Medical Center (as Landlord) and Richard Moskowitz, M.D., Inc. a California professional corporation and Richard P. Moskowitz, M.D. (as Tenants) for the premises located at 1500 Southgate Avenue Suite 209, Daly City, CA 94015 (Expires July 31, 2019).
4. Seton Medical Office Building Lease, dated April 1, 2007, between Seton Medical Center (as Landlord) and Peninsula Orthopedic Associates, Inc. (as Tenant) for the premises located at 1850 Sullivan Avenue Suite 330, Daly City, CA 94015, as amended by that certain Amendment to Office Building Lease, dated November 1, 2012, the Second Amendment to Office Building Lease, dated October 24, 2013, the Third Amendment to Office Building Lease, dated February 24, 2014, and the Amended and Restated Seton Medical Office Building Lease, dated May 25, 2016, between Seton Medical Center (as Landlord) and Peninsula Orthopedic Associates, Inc., Stephen E. Conrad, M.D., Victoria L. Barber, M.D., Alfredo Fernandez, M.D., and A. Shabi Khan, M.D. (as Tenants) for the premises located at 1850 Sullivan Avenue Suites 320 and 330, Daly City, CA 94015 (Expired August 31, 2019).
5. Seton Medical Office Building Lease, dated April 30, 2012, between Seton Medical Center (as Landlord) and Herminigildo Valle, M.D. (as Tenant) for the premises located at 1850 Sullivan Avenue Suite 510, Daly City, CA 94015, as amended by that certain First Amendment to Office Building Lease, dated June 6, 2013, the Settlement Agreement and Mutual Release, dated June 10, 2013, between Seton Medical Center and Herminigildo Valle, M.D., and the Amended and Restated Seton Medical Office Building Lease, dated June 29, 2016 (Expires June 30, 2021).
6. Seton Medical Office Building Lease, dated April 27, 2012, between Seton Medical Center (as Landlord) and James C. Wu, M.D. (as Tenant) for the premises located at 1800 Sullivan Avenue Suite 411, Daly City, CA 94015, as amended by that certain Guaranty of Lease, dated March 19, 2013, between Seton Medical Center (as Landlord) and James C. Wu, M.D. (as Guarantor), the First Amendment to Office Building Lease, dated March 19, 2013, the Settlement Agreement and Mutual Release, dated March 31, 2013, between Seton Medical Center (as Landlord) and James C. Wu, M.D. (as Tenant), and the Amended and Restate Seton Medical Office Building Lease,

Seton Medical Center as Landlord
dated March 18, 2016, between Seton Medical Center (as Landlord) and James C. Wu, M.D., Inc. and James C. Wu, M.D. (as Tenants) (Expires March 31, 2021).
7. Seton Medical Office Center (SMOC II) Office Building Lease, dated January 23, 2006, between Seton Medical Center (as Landlord) and Women's Health Group, A Medical Corporation (as Tenant) for the premises located at 1850 Sullivan Avenue Suite 312, Daly City, CA 94015, as amended by that certain Amendment to Office Lease, dated July 29, 2011, the Amendment to Seton Medical Office Lease, dated May 1, 2012, the Settlement Agreement and Mutual Release, dated October 31, 2012, between Seton Medical Center (as Landlord) and Women's Health Group, A Medical Corporation (as Tenant), and the Amended and Restated Seton Medical Office Building Lease, dated November 1, 2012, between Seton Medical Center (as Landlord) and Women's Health Group, A Medical Corporation and Katie Shapiro, M.D. (as Tenants) as amended by that certain Amended and Restated Seton Medical Office Building Lease, dated August 1, 2016, between Seton Medical Center (as Landlord) and Women's Health Group, A Medical Corporation and Katie Shapiro, M.D. (as Tenants) for the premises located at 1850 Sullivan Avenue Suite 312, Daly City, CA 94015 (Expires July 31, 2019).
8. PCS Site Agreement, dated on or about January 28, 1997, between Seton Medical Center (as Landlord) and Sprint Spectrum, L.P. (as Tenant) for the premises located at 1900 Sullivan Avenue, Daly City, CA 94015, amended by that certain PCS Site Agreement Amendment, Settlement and Mutual Release, dated March 25, 2013, between Seton Medical Center (as Landlord) and Sprint Spectrum Realty Company, L.P. (as Tenant), the Second Amendment to PCI Site Agreement, dated September 25, 2013, and the Third Amendment to PCS Site Agreement, dated April 13, 2017, between Seton Medical Center (as Landlord) and Sprint Spectrum Realty Company, LLC (as Tenant) (Expired July 31, 2018). *
9. Seton Medical Office Center (SMOC II) Office Building Lease, dated February 10, 2005, between Seton Medical Center (as Landlord) and Pharmacia, Inc. and Randall Tonelli (as Tenants) for the premises located at 1800 Sullivan Avenue Suite 102, Daly City, CA 94015, as amended by that certain Amended and Restated Seton Medical Office Building Lease, dated December 9, 2013 and the Settlement Agreement and Mutual Release, dated December 16, 2013, between Seton Medical Center (as Landlord) and Pharmacia, Inc. and Randall Tonelli (as Tenants) (Expires January 31, 2019).

Seton Medical Center as Landlord
10. Seton Medical Office Building Lease, dated May 1, 2012, between Seton Medical Center (as Landlord) and Robert G. Perez, M.D. (as Tenant) for the premises located at 1800 Sullivan Avenue Suite 507, Daly City, CA 94015 (Expired April 30, 2018).*
11. SMOC I & SMOC II Seton Medical Office Buildings Medical Office Lease, dated July 1, 2003, between Seton Medical Center (as Landlord) and Peninsula Allergy, a Medical Corporation (as Tenant) for the premises located at 1800 Sullivan Avenue Suite 502, Daly City, CA 94015, as amended by that certain Amended and Restated Seton Medical Office Center (SMOC I) Office Building Lease, dated June 30, 2008, the Amendment to Seton Medical Office Lease, dated June 30, 2012, the Second Amendment to Seton Medical Office Lease, dated September 26, 2012, the Settlement Agreement and Mutual Release, dated June 30, 2013, between Seton Medical Center (as Landlord) and Peninsula Allergy Associates, a Medical Group, Inc. (as Tenant), the Amended and Restated Seton Medical Building Office Lease, dated July 1, 2013, the Guaranty of Lease, dated July 1, 2013, between Seton Medical Center (as Landlord) and Michael N. Cowan, M.D. (as Guarantor), and the Amended and Restated Seton Medical Office Building Lease, dated June 16, 2016, between Seton Medical Center (as Landlord) and Peninsula Allergy Associates, a Medical Group, Inc. and Michael N. Cowan, M.D. (as Tenants) (Expires June 30, 2019).
12. Seton Medical Office Building Lease, dated March 29, 2012, between Seton Medical Center (as Landlord) and Julia Myint, M.D. (as Tenant) for the premises located at 1800 Sullivan Avenue Suite 601, Daly City, CA 94015, as amended by that certain Amended and Restated Seton Medical Office Building Lease, dated March 18, 2016 (Expires March 31, 2021).
13. Seton Medical Office Center (SMOC II) Office Building Lease, dated August 14, 2001, between Seton Medical Center (as successor in interest to CHW Bay Area) (as Lessor) and Wheeler, Consiglieri, Selinger, Scheifele, Zaglin M.D.S, Inc. (as Lessees) for the premises located at 1850 Sullivan Avenue Suite 550, Daly City, CA 94015, as amended by that First Amendment to Lease, dated April 30, 2002, that certain Amended and Restated Seton Medical Office Center (SMOC II) Office Building Lease, dated September 1, 2008, the Amendment to Seton Medical Office Lease, dated February 28, 2012, the Amended and Restated Seton Medical Office Building Lease, dated April 22, 2013, between Seton Medical Center (as Landlord) and Wheeler, Consiglieri, Selinger, Scheifele, Zaglin M.D.S, Inc., Pamela D. Singleton, M.D., Douglas E. Rittenhouse, M.D., Emily N. Hu, M.D., Rong Wendy Zeng, M.D., and Milagros Cabrera, M.D. (as Tenants), the Settlement Agreement and Mutual Release, dated April 30, 2013, between Seton Medical Center (as Landlord) and Wheeler, Consiglieri, Selinger, Scheifele, Zaglin M.D.S, Inc., Pamela D. Singleton, M.D.,

Seton Medical Center as Landlord
Douglas E. Rittenhouse, M.D., Emily N. Hu, M.D., Rong Wendy Zeng, M.D., and Milagros Cabrera, M.D. (as Tenants), and the First Amendment to Office Building Lease, dated March 14, 2014, between Seton Medical Center (as Landlord) and Bay Area Obstetrics & Gynecology, a California professional corporation (as Tenants) (Expires April 30, 2019).
14. Seton Medical Office Building Lease, dated March 1, 2012, between Seton Medical Center (as Landlord) and Leslie C. Moretti, M.D., Inc. (as Tenant), for the premises located at 1850 Sullivan Avenue Suite 440, Daly City, CA 94015, as amended by that certain Guaranty of Lease, dated May 29, 2012, between Seton Medical Hospital (as Landlord) and Leslie C. Moretti, M.D. (the Guarantor), the Amended and Restated Seton Medical Office Building Lease, dated February 24, 2016, between Seton Medical Center (as Landlord) and Leslie C. Moretti, M.D., Inc. and Leslie C. Moretti, M.D. (as Tenants) (Expired February 28, 2018).*
15. Seton Medical Office Center (SMOC I & SMOC II) Office Building Lease, dated August 26, 2004, between Seton Medical Center (as Landlord) and Dr. Sean T. Moloney (as Tenant) for the premises located at 1800 Sullivan Avenue Suite 201, Daly City, CA 94015, as amended by that certain Amended and Restated Seton Medical Office Center (SMOC I) Office Building Lease, dated October 1, 2009, the Amendment to Seton Medical Office Lease, dated September 30, 2012, the Amended and Restated Seton Medical Office Building Lease, dated March 13, 2013, the First Amendment to Office Building Lease, dated February 4, 2014, and the Amended and Restated Seton medical Office Building Lease, dated February 24, 2016 (Expired February 28, 2018).*
16. Seton Medical Office Center (SMOC I & SMOC II) Office Building Lease, dated August 1, 2003, between Seton Medical Center (as Landlord) and Joseph Myers, M.D. (as Tenant) for the premises located at 1800 Sullivan Avenue Suite 308, Daly City, CA 94015, as amended by that certain Amended and Restated Seton Medical Office Center (SMOC I) Office Building Lease, dated July 31, 2008, the Amendment to Medical Office Lease, dated June 30, 2012, the Second Amendment to Seton Medical Office Lease, dated September 26, 2012, the Amended and Restated Seton Medical Office Building Lease, dated December 18, 2012, the Settlement Agreement and Mutual Release, dated December 31, 2012, between Seton Medical Center (as Landlord) and Joseph R. Myers, M.D. (as Tenant), and the First Amendment to Seton Medical Office Building Lease, dated December 10, 2015 (Expires December 31, 2018).
17. Seton Medical Office Building Lease, dated July 12, 2012, between Seton Medical Center (as Landlord) and Damon Lee, M.D. (as Tenant) for the premises located at

Seton Medical Center as Landlord
1800 Sullivan Avenue Suite 304A, Daly City, CA 94015, as amended by that certain First Amendment to Office Building Lease, dated October 11, 2013, the Second Amendment to Office Building Lease, dated January 28, 2015, and the Third Amendment to Office Building Lease, dated January 28, 2016 (Expires January 31, 2019).
18. Seton Medical Office Center (SMOC I & SMOC II) Office Building Lease, dated August 1, 2003, between Seton Medical Center (as Landlord) and Dr. Bernd M. Kutzscher (as Tenant) for the premises located at 1850 Sullivan Avenue Suite 540, Daly City, CA 94015, as amended by that certain Amended and Restated Seton Medical Office Center (SMOC II) Office Building Lease, dated October 1, 2009, between Seton Medical Center (as Landlord) and Bernd Kutzscher, M.D., Inc. (as Tenant), the First Amendment to Seton Medical Office Lease, dated September 26, 2012, the Amended and Restated Seton Medical Office Building Lease, dated December 18, 2012, and the Settlement Agreement and Mutual Release, dated December 31, 2012, between Seton Medical Center (as Landlord) and Bernd Kutzscher, M.D., Inc. (Expires December 31, 2018).
19. Seton Medical Office Building Lease, dated January 26, 2012, between Seton Medical Center (as Landlord) and Divya R. Kini, M.D., Inc. (as Tenant) for the premises located at 1500 Southgate Avenue Suite 204, Daly City, CA 94015, as amended by that certain First Amendment to Office Building Lease, dated March 30, 2015, between Seton Medical Center (as Landlord) and Divya R. Kini, M.D., Inc. and Divya R. Kini, M.D. (as Tenants) (Expires March 31, 2019).
20. Seton Medical Office Building Lease, dated January 26, 2012, between Seton Medical Center (as Landlord) and Paul D. Hartman, M.D. (as Tenant) for the premises located at 1800 Sullivan Avenue Suite 301, Daly City, CA 94015, as amended by that certain First Amendment to Office Building Lease, dated January 7, 2015 (Expired February 28, 2019).
21. Seton Medical Office Building Lease, dated June 1, 2012, between Seton Medical Center (as Landlord) and Dennis Hamby, M.D. (as Tenant) for the premises located at 1500 Southgate Avenue Suite 201, Daly City, CA 94015, as amended by that certain First Amendment to Office Building Lease, dated July 15, 2013 and the Amended and Restated Seton Medical Office Building Lease, dated August 1, 2016 (Expires July 31, 2021).
22. Seton Medical Office Building Lease, dated May 1, 2012, between Seton Medical Center (as Landlord) and James M. Feeney M.D. and David A. Vaughan, M.D., a

Seton Medical Center as Landlord
partnership (as Tenants) for the premises located at 1800 Sullivan Avenue Suite 207, Daly City, CA 94015, as amended by that certain First Amendment to Seton Medical Office Building Lease, dated April 20, 2015, between Seton Medical Center (as Landlord), James M. Feeney M.D. and David A. Vaughan, M.D., a partnership, and James M. Feeney M.D. and David A. Vaughan, M.D. (as Tenants) and the Amended and Restated Seton Medical Office Building Lease, dated July 28, 2016 (Expires July 31, 2019).
23. Seton Medical Office Building Lease, dated February 29, 2012, between Seton Medical Center (as Landlord) and Family Medical Group, a California professional corporation (as Tenant) for the premises located at 1800 Sullivan Avenue Suite 209, Daly City, CA 94015, as amended by that certain First Amendment to Seton Medical Office Building Lease, dated February 24, 2015 and the Second Amendment to Seton Medical Office Building Lease, dated January 27, 2016 (Expires February 28, 2019).
24. Land Lease Agreement, dated December 15, 1993, between Seton Medical Center (as Landlord) and GTE Mobilnet of California Limited Partnership (as Tenant) for that premises located in Daly City, CA, as amended by that certain First Amendment to Land Lease Agreement, dated on or about May 31, 2012 (Expires February 1, 2029).
25. Seton Medical Office Building Lease, dated February 8, 2005, between Seton Medical Center (as Landlord) and Paul Belluomini, DDS, John I. Kis, DDS, Hung Pham, DDS, and Stephen F. West DDS (as Tenants) for the premises located at 1500 Southgate Avenue Suite 210, Daly City, CA 94015, as amended by that certain Settlement Agreement and Mutual Release, dated October 22, 2013 between Seton Medical Center (as Landlord) and Paul Belluomini, DDS, John I. Kis, DDS, Hung Pham, DDS, and Stephen F. West DDS (as Tenants), the Amended and Restated Seton Medical Office Building Lease, dated October 22, 2013, and the First Amendment to Office Building Lease, dated February 12, 2014 (Expired November 30, 2019).
26. Seton Medical Office Center (SMOC I & SMOC II) Office Building Lease, dated May 16, 1989, between Seton Medical Center (as Lessor) and Bay Area Cellular Telephone Company, a California General Partnership (as Lessee) for the premises located at 1850 Sullivan Avenue, Mechanical Penthouse, Daly City, CA 94015, as amended by that certain First Amendment to Medical Office Lease, dated March 10, 2004, the Second Amendment to Medical Office Lease, dated on or about August 16, 2010, and the Third Amendment to Medical Office Lease, dated September 30, 2015 (Expired July 31, 2019).

Seton Medical Center as Landlord
27. Seton Medical Office Center (SMOC I & SMOC II) Office Building Lease, dated June 10, 2005, between Seton Medical Center (as Lessor) and Edgardo G. Alicaway, M.D. (as Lessee) for the premises located at 1800 Sullivan Avenue Suite 508, Daly City, CA 94015, as amended by that certain Amended and Restated Seton Medical Center (SMOC I) Office Building Lease, dated April 1, 2010, between Seton Medical Center (as Landlord) and Edgardo G. Alicaway, M.D., P.C. (as Tenant), the Amended and Restate Seton Medical Office Building Lease, dated June 6, 2013, between Seton Medical Center (as Landlord) and Edgardo G. Alicaway, M.D., P.C. and Edgardo G. Alicaway, M.D. (as Tenants), the Settlement Agreement and Mutual Release, dated June 9, 2013, between Seton Medical Center (as Landlord) and Edgardo G. Alicaway, M.D. (as Tenant), and the Amended and Restated Seton Medical Office Building Lease, dated March 18, 2016 (Expires June 30, 2019).
28. Seton Medical Office Building Lease, dated March 29, 2012, between Seton Medical Center (as Landlord) and Aesthetic Dermatology and Cosmetic Surgery Medical Associates, Inc. (as Tenant) for the premises located at 1800 Sullivan Avenue Suite 403 Daly City, CA 94015, as amended by the Assumption and Consent to Assignment of Office Lease, dated June 4, 2013, between Seton Medical Center (as Landlord), Aesthetic Dermatology and Cosmetic Surgery Medical Associates, Inc. (as Existing Tenant), Jeffrey H. Binstock, M.D., and California Skin Institute, A Medical Corporation (as New Tenant) and the First Amendment to Medical Office Lease, dated March 25, 2015, between Seton Medical Center (as Landlord) and California Skin Institute, Inc. and CSI Medical Group, a California corporation (as Tenants) (Expires March 31, 2019).
29. Seton Medical Office Building Lease, dated June 15, 2016, between Seton Medical Center (as Landlord) and Okumu M.D., Inc. and Kris Okumu, M.D. (as Tenants) for the premises located at 1800 Sullivan Avenue Suite 602, Daly City, CA 94015 (Expired June 19, 2018). *
30. Seton Medical Office Building Lease, dated June 17, 2016, between Seton Medical Center (as Landlord) and Felix G. Millhouse, M.D. (as Tenant) for the premises located at 1800 Sullivan Avenue Suite 302, Daly City, CA 94015 (Expires July 31, 2021).
31. Seton Medical Office Building Lease, dated May 27, 2016, between Seton Medical Center (as Landlord) and Dale Kocienski, M.D. (as Tenant) for the premises located at 1800 Sullivan Avenue Suite 605, Daly City, CA 94015 (Expires June 30, 2019).

Seton Medical Center as Landlord
32. Seton Medical Office Building Lease, dated January 29, 2016, between Seton Medical Center (as Landlord) and John O. Missirian, MD, Inc., Richard C. Sherwood, M.D., Inc., John O. Missirian, M.D., and Richard C. Sherwood, M.D. (as Tenants) for the premises located at 1800 Sullivan Avenue Suite 604, Daly City, CA 94015, as amended by that certain Amended and Restated Seton Medical Office Building Lease, dated January 11, 2017 (Expires January 31, 2019).
33. Amended and Restated Seton Medical Office Building Lease, dated April 25, 2014, between Seton Medical Center (as Landlord) and Patricia Cavero, M.D. (as Tenant) for the premises located at 1500 Southgate Avenue Suite 202, Daly City, CA 94015, as amended by that certain First Amendment to Seton Medical Office Building Lease, dated April 29, 2015, and the Amended and Restated Seton Medical Office Building Lease, dated May 25, 2016 (Expires May 31, 2019).
34. Seton Medical Office Building Lease, dated March 21, 2016, between Seton Medical Center (as Landlord) and Bay Area Family Practice Medical Group, Inc., Ruth Hoddinott, M.D., and Norma Espinoza, NP (as Tenants) for the premises located at 1800 Sullivan Avenue Suite 606, Daly City, CA 94015 (Expires March 31, 2019).
35. Seton Medical Office Building Lease, dated November 4, 2013, between Seton Medical Center (as Landlord) and Melinda Aquino, M.D. (as Tenant) for the premises located at 1850 Sullivan Avenue Suite 300, Daly City, CA 94015, as amended by that certain First Amendment to Office Building Lease, dated June 24, 2014. (Expired November 30, 2018). *
36. Amended and Restated Seton Medical Office Building Lease, dated February 18, 2016, between Seton Medical Center (Landlord) and Tony Lee Wong, M.D., Inc. and Tony Lee Wong, M.D. (as Tenants) for the premises located at 1800 Sullivan Avenue Suite 104, Daly City, CA 94015 (Expires February 28, 2021).
37. Amended and Restated Seton Medical Office Building Lease, dated November 27, 2012, between Seton Medical Center (as Landlord) and Hermenegildo G. Angeles Jr., M.D. (as Tenant) for the premises located at 1850 Sullivan Avenue Suite 310, Daly City, CA 94015, as amended by that certain Settlement Agreement and Mutual Release, dated October 11, 2013, between Seton Medical Center (as Landlord) and Hermenegildo G. Angeles Jr., M.D. (as Tenant) and the Amended and Restated Seton Medical Office Building Lease, dated October 11, 2013, between Seton Medical Center (as Landlord) and Hermenegildo G. Angeles, Jr., M.D., a Professional Corporation, and Hermenegildo G. Angeles, Jr., M.D. (as Tenants) (Expired November 30, 2018). *

Seton Medical Center as Landlord
38. Seton Medical Office Building Lease, dated August 1, 2012, between Seton Medical Center (as Landlord) and Cynthia Carsolin-Chang, M.D. (as Tenant) for the premises located at 1800 Sullivan Avenue Suite 506, Daly City, CA 94015 (Expired August 31, 2018).*
39. Seton Medical Office Building Lease dated May 1, 2018, between Seton Medical Center (as Landlord) and Verity Health System of California, Inc. (as Tenant) for the premises located at 1500 Southgate Ave, Daly City, 94015, Suites 102, 104, 107, 109, 206, 208, 211, 213 (Expires April 30, 2028)
40. Amended and Restated Seton Medical Office Center (SMOC II) Office Building Lease, dated June 30, 2008, between Seton Medical Center (as Landlord) and Bay Area Digestive Health Medical Group, Inc. (as Tenant) for the premises located at 1850 Sullivan Avenue Suite 520, Daly City, CA 94015, as amended by that certain Amendment to Seton Medical Office Lease, dated July 1, 2012, the Second Amendment to Seton Medical Office Lease, dated September 26, 2012, the Settlement Agreement and Mutual Release, dated June 25, 2013, between Seton Medical Center (as Landlord) and Bay Area Digestive Health Medical Group (as Tenant), and the Amended and Restated Seton Medical Office Building Lease, dated June 30, 2013 (Expires June 30, 2019).
41. Seton Medical Office Building Lease, dated July 17, 2012, between Seton Medical Center (as Landlord) and Ellick Tsang, M.D. (as Tenant) for the premises located at 1800 Sullivan Avenue Suite 304A, Daly City, CA 94015, as amended by that certain First Amendment to Office Building Lease, dated October 11, 2013 and the Second Amendment to Office Building Lease, dated November 25, 2015 (Expired November 30, 2018).*
42. Seton Medical Office Building Lease, dated May 28, 2013, between Seton Medical Center (as Landlord) and James W. Stavosky, M.D. (as Tenant) for the premises located at 1800 Sullivan Avenue Suite 401, Daly City, CA 94015, as amended by that certain First Amendment to Office Building Lease, dated November 11, 2013 (Expired June 30, 2019).

Verity Holdings, LLC as Landlord
1. Amended and Restated St. Vincent Medical Office Building Lease dated April 24, 2018, between Verity Holdings, LLC (as Tenant) and Michael Roberts, M.D. for the

Verity Holdings, LLC as Landlord
premises located at 201 South Alvarado Street Suite 406, Los Angeles, CA 90057 (as Tenant) (Expires April 30, 2023).
2. Amended and Restated St. Vincent Medical Office Building Lease dated March 30, 2018, between Verity Holdings, LLC (as Landlord) and Mingquan Bussarakum, M.D. for the premises located at 201 South Alvarado Street Suite 603, Los Angeles, CA 90057 (as Tenant) (Expires March 31, 2020).
3. Amended and Restated Office Lease dated June 19, 2018, between Verity Holdings, LLC (as Landlord) and Victor De Los Santos, DDS (as Tenant) for the for the premises located at 201 South Alvarado Street Suite 402, Los Angeles, CA 90057 (Expires June 30, 2019).
4. St. Vincent Medical Center Office Building Lease, dated June 15, 2017, between Verity Holdings, LLC (as Landlord) and Verity Medical Foundation (as Tenant) for the premises located at 201 South Alvarado Street Suite 407, Los Angeles, CA 90057 (Expires July 31, 2022).
5. St. Vincent Medical Center Office Building Lease, dated July 17, 2018, between Verity Holdings, LLC (as Landlord) and Verity Medical Foundation (as Tenant) for the premises located at 2200 West 3rd Street, Suite 200, Los Angeles, CA (Expires July 31, 2028).
6. St. Vincent Medical Center Office Building Lease, dated February 25, 2016, between St. Vincent Medical Center (as Landlord) and Richard L Hoffman, M.D. (as Tenant) for the premises located at 201 South Alvarado Street Suite 828, Los Angeles, CA 90057 as amended by that First Amendment to Office Lease dated March 30, 2018 by and between Verity Holdings, LLC and Richard L. Hoffman, M.D. (Expires March 31, 2019).
7. Amended and Restated St. Vincent Medical Office Building Lease dated June 29, 2017, between Verity Holdings, LLC successor-in-interest to St. Vincent Medical Center (as Landlord) and Michael J. Wong, M.D. Medical Corporation dba Hear Care and Michael J. Wong, M.D., an individual for that premises located at 201 South Alvarado Street, Suite 618, Los Angeles, CA 90057 (Expires June 30, 2019).
8. Amended and Restated St. Vincent Professional Office Building Lease dated June 26, 2018 by Verity Holdings, LLC successor-in –interest to St. Vincent Medical Center (as Landlord) and Louis Wong and Mary Jo Wong (collectively as Tenant) for that

Verity Holdings, LLC as Landlord
premises located at 201 South Alvarado Street Suite 611, Los Angeles, CA 90057 (Expired June 30, 2019).
9. Office Lease Seton Medical Office Building dated April 26, 2017, between Verity Holdings, LLC (as Landlord) and Valdez Medical Corp. and Amelia B. Valdez MD (as Tenant) for the premises located at 1800 Sullivan Ave, Suite 408, Daly City, CA 94015 (Expires June 30, 2022)
10. Lease-Back Agreement between Verity Holdings, LLC (as Landlord) and St. Vincent Medical Center (as Tenant) dated November 29, 2016, for the premises located at 201 South Alvarado, Suites A, 219, 220, 311, 321, Los Angeles, CA 90057 as amended by that First Amendment to Lease-Back Agreement dated March 1, 2017 (Expires November 30, 2026)
11. Lease-Back Agreement between Verity Holdings, LLC (as Landlord) and St. Vincent Medical Center (as Tenant) dated November 29, 2016, for that premises located at 2200 West Third Street, Suites 120A, 120B, 200, 300D, 400, 500 and 501, Los Angeles, CA 90057, as amended by that First Amendment to Lease-Back Agreement dated March 1, 2017, and that Second Amendment to Lease-Back Agreement dated June 29, 2018 which noted that Suite 200 should not have been included in the lease and removed Suite 200 from the Lease (Expires November 30, 2026)
12. Lease between Verity Holdings, LLC and St. Vincent Medical Center dated as of October 1, 2017, for The Seton Guest Center located at 262 South Lake Street, Los Angeles, CA 90057 (Expires September 30, 2027)
13. Amended and Restated Seton Medical Office Building Lease dated as of April 27, 2017, between Verity Holdings, LLC (as Landlord) and Daniel J. Buckley (as Tenant) for the premises located at 1800 Sullivan Avenue Suite 410, Daly City, CA 94015 (Expires April 30, 2022).
14. Amended and Restated Seton Medical Office Building Lease dated June 7, 2017, between Verity Holdings, LLC (as Landlord) and Alice Yan, MD (as Tenant) for the premises located at 1800 Sullivan Avenue, Suite 405, Daly City, CA 94015 (Expires June 30, 2022).
15. Lease-Back Agreement between Seton Medical Center (as Tenant) and Verity Holdings, LLC (as Landlord) dated March 15, 2017, for the premises located at 1500 Southgate Avenue, Suites 112, 115, 108, and 201A, Daly City, CA 94015 (Expires March 31, 2027)

Verity Holdings, LLC as Landlord
16. Lease-Back Agreement between Seton Medical Center (as Tenant) and Verity Holdings, LLC (as Landlord) dated November 29, 2016, for the premises located at 1850 Sullivan Avenue, Suites 400, 100, 110, 150, 140, 190, and 315, Daly City, CA 94015 as amended by that First Amendment to Lease-Back Agreement dated March 9, 2017 (Expires November 29, 2026)
17. Lease-Back Agreement between Seton Medical Center (as Tenant) and Verity Holdings, LLC (as Landlord) dated November 29, 2016, for the premises located at 1800 Sullivan Avenue, Suites 102 and 106, Daly City, CA 94015, as amended by that First Amendment to Lease-Back Agreement dated March 9, 2017 (Expires November 29, 2026)
18. Lease-Back Agreement between Verity Holdings, LLC (as Landlord) and Seton Medical Center (as Tenant) dated August 18, 2017, for the premises located at 600 Marine Boulevard, Moss Beach, CA 94038 (entire building) (Expires August 3, 2027)
19. Amended and Restated St. Vincent Medical Office Building Lease, dated September 29, 2017, between Verity Holdings, LLC (as Landlord) and Wolfgang Scheele, M.D. (as Tenant) for the premises located at 201 South Avarado, Suite 609, Los Angeles, CA 90057(Expires September 30, 2020).
20. Lease-Back Agreement dated May 15, 2018, between Verity Holdings, LLC (as Landlord) and Verity Health System of California, Inc. (as Tenant) for that premises located at 2222 Ocean View Avenue, Suites 100 and 122.03, Los Angeles, CA 90057 (Expires May 31, 2025).
21. Office Lease S. Mark Taper Foundation Transplant Center Building dated March 2, 2017, between Verity Holdings, LLC (as Landlord) and Michael Stefin, M.D. (as Tenant) for that premises located at 2200 West 3rd Street, Suite 370 and 380, Los Angeles, CA 90057 (Expires April 14, 2022).
22. Lease-Back Agreement dated as of November 29, 2016, between Verity Holdings, LLC (as Landlord) and St. Vincent Medical Center (as Tenant) located at the premises 2200 West Third Street, Suites 120A, 120B, 300D, 400, 500, 501, Los Angeles, CA 90057 as amended by that First Amendment to Lease-Back Agreement dated March 1, 2017, and that Second Amendment to Lease-Back Agreement dated June 29, 2018 removing Suite 120A from the lease (Expires November 30, 2026).
23. Amended and Restated St. Francis Medical Office Building Lease dated February 16, 2018, between Verity Holding, LLC (as Landlord) and St. Louise Resource Services

Verity Holdings, LLC as Landlord
(as Tenant) for that premises located at 3663 Martin Luther King Jr. Blvd, Lynwood, CA (Expires February 28, 2020).
24. Amended and Restated Office Lease St. Francis Medical Office Building dated October 1, 2017, between Verity Holding, LLC (as Landlord) and Ardmore Medical Group, Inc. and Alan K. Kims, M.D. (as Tenant) for the premises located 5953 Atlantic Blvd, Maywood, CA 90270 (Expired September 30, 2018).
25. Lease dated October 1, 2017, Verity Holdings, LLC (as Landlord) and St. Vincent Medical Center (as Tenant) for that premises located at The Seton Hall Guest Center, 262 Lake Street, (1st floor, half of 2nd floor, 3rd floor, subbasement) Los Angeles, CA 90057 (Expires September 30, 2027).

Schedule 1.7(u) - Medicare and Medi-Cal Lockbox Accounts

Bank Account Name	Seller	Financial Institution	Account Number
SFMC - Lockbox	St. Francis Medical Center	Bank of America	******2940
SVMC - Lockbox	St. Vincent Medical Center	Bank of America	******2964
SMC - Lockbox	Seton Medical Center	Bank of America	******2902
SMCC - Lockbox	Seton Medical Center	Bank of America	******2907

See **Schedule 1.7(b) - Licenses** for provider numbers.

Schedule 1.7(w) - Purchased Verity Holdings Assets

See **Schedule 1.4.3 - Owned Real Property**.

Schedule 1.7 - Permitted Exceptions

None.

Schedule 1.8(y) - Health Plan Causes of Actions

See attached folder "Schedule 1.8(y) - Health Plan Causes of Actions"

Schedule 1.8(y) - Health Plan Causes of Action		
Seton Medical Center		
Health Plan	**Nature of Cause**	**Amount requested**
Aetna	No Payment and/or Underpayment of Fee for Service Claims	$836,486.00
Anthem Blue Cross	No Payment and/or Underpayment of Fee for Service Claims	$2,500,000.00
Blue Shield of California	No Payment and/or Underpayment of Fee for Service Claims	$3,900,000.00
Cigna	No Payment and/or Underpayment of Fee for Service Claims	$509,267.00
Health Net	No Payment and/or Underpayment of Fee for Service Claims	$306,700.63
Health Plan of San Mateo	No Payment and/or Underpayment of Fee for Service Claims	$4,000,000.00
Kaiser	No Payment and/or Underpayment of Fee for Service Claims	$3,700,000.00
Tricare Healthnet Federal	No Payment and/or Underpayment of Fee for Service Claims	$45,454.00
United Healthcare	No Payment and/or Underpayment of Fee for Service Claims	$1,082,852.00
	TOTAL:	**$16,880,759.63**
St. Francis Medical Center		
Health Plan	**Nature of Cause**	**Amount requested**
Aetna	No Payment and/or Underpayment of Fee for Service Claims	$815,621.00
Anthem Blue Cross	No Payment and/or Underpayment of Fee for Service Claims	$4,941,107.00
Blue Shield of California	No Payment and/or Underpayment of Fee for Service Claims	$3,631,301.00
Care 1st Health Plan	No Payment and/or Underpayment of Fee for Service Claims	$2,090,674.00
Cigna	No Payment and/or Underpayment of Fee for Service Claims	$747,074.00
Davita Healthcare Partners	No Payment and/or Underpayment of Fee for Service Claims	$1,811,608.00
Health Net	No Payment and/or Underpayment of Fee for Service Claims	$6,800,000.00
Kaiser	No Payment and/or Underpayment of Fee for Service Claims	$4,035,011.00
LA Care Health Plan	No Payment and/or Underpayment of Fee for Service Claims	$17,500,000.00
United Healthcare	No Payment and/or Underpayment of Fee for Service Claims	$1,011,766.00
	TOTAL:	**$43,384,162.00**
St. Vincent Medical Center		
Health Plan	**Nature of Cause**	**Amount requested**
Aetna	No Payment and/or Underpayment of Fee for Service Claims	$895,081.00
Anthem Blue Cross	No Payment and/or Underpayment of Fee for Service Claims	$3,487,892.00
Blue Shield of California	No Payment and/or Underpayment of Fee for Service Claims	$2,361,240.00
Care 1st Health Plan	No Payment and/or Underpayment of Fee for Service Claims	$3,685,291.00
Cigna	No Payment and/or Underpayment of Fee for Service Claims	$497,935.00
Health Net	No Payment and/or Underpayment of Fee for Service Claims	$3,168,653.41
Kaiser	No Payment and/or Underpayment of Fee for Service Claims	$511,119.00
LA Care Health Plan	No Payment and/or Underpayment of Fee for Service Claims	$4,118,214.00
United Healthcare	No Payment and/or Underpayment of Fee for Service Claims	$1,005,615.00
	TOTAL:	**$19,731,040.41**

Schedule 1.8(cc) - Other Excluded Assets

None.

Schedule 1.9(k) - Other Assumed Obligations

None.

Schedule 2.4 - Material Breach

None.

Schedule 2.5 - Brokers and Finders

Cain Brothers, a division of KeyBanc Capital Markets

Schedule 2.8 - Legal Requirements

See Confidential Disclosure Letter.

Schedule 2.9 - Required Consents

None, other than those consents required under §365 of the Bankruptcy Code.

Schedule 2.10(a) - Phase I Environmental Site Assessments

See attached folder "Schedule 2.10(a) - Phase I Environmental Site Assessments"

[PHASE I REPORTS INTENTIONALLY OMITTED FROM FILING, FILES ARE OVER 24,000 PAGES]

Schedule 2.10(b) - Environmental Matters

- In the Matter of South Coast Air Quality Management District, Petitioner, vs. St. Vincent Medical Center (Case No. 5936-1)
    - Agency: South Coast Air Quality Management District
    - 2013 Order for Abatement Regarding Hospital Boilers
    - Case Concluded
- Underground storage tank non-compliance notice issued by Los Angeles Department of Water and Power (LADWP) in September 2016 to Saint Francis Medical Center. Seller removed tank per closure permit issued to Saint Francis Medical Center by LADWP. There was no soil contamination or clean up necessary.

Schedule 2.12 - Certain Other Representations with Respect to the Hospitals

See Confidential Disclosure Letter.

Schedule 2.13 - Historical Financial Statements

(a)

See attached folder "Schedule 2.13 - Historical Financial Statements"

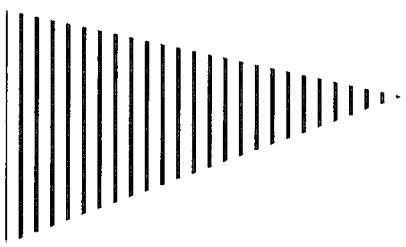
(b)

None.

CONSOLIDATED FINANCIAL STATEMENTS AND SUPPLEMENTARY SCHEDULES

Daughters of Charity Health System
As of and for the Years Ended June 30, 2015 and 2014
With Report of Independent Auditors

Ernst & Young LLP



Building a better working world

Daughters of Charity Health System

Consolidated Financial Statements and Supplementary Schedules

As of and for the Years Ended June 30, 2015 and 2014

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Building a better working world

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Report of Independent Auditors

The Board of Directors
Daughters of Charity Health System

We have audited the accompanying consolidated financial statements of Daughters of Charity Health System, which comprise the consolidated balance sheets as of June 30, 2015 and 2014, and the related consolidated statements of operations and changes in net (deficit) assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We did not audit the financial statements of Marillac Insurance Company, Ltd (Marillac), a wholly-owned subsidiary, which statements reflect total assets constituting 6.81% as of June 30, 2015 and 6.68% as of June 30, 2014 and total revenues constituting 0.88% in 2015 and 0.85% in 2014 of the related consolidated totals. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for Marillac, is based solely on the report of the other auditors. We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not

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for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, based on our audits and the report of the other auditors, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Daughters of Charity Health System at June 30, 2015 and 2014, and the consolidated results of its operations and changes in net (deficit) assets and its cash flows for the years then ended in conformity with U.S. generally accepted accounting principles.

Daughters of Charity Health System's Ability to Continue as a Going Concern

The accompanying consolidated financial statements have been prepared assuming that Daughters of Charity Health System will continue as a going concern. As discussed in Note 2 to the consolidated financial statements, Daughters of Charity Health System has recurring losses from operations and has a net deficit that raise substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 2. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to this matter.

Ernst + Young LLP

November 16, 2015

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Daughters of Charity Health System

Consolidated Balance Sheets
(In Thousands)

	June 30 2015	2014
Assets		
Current assets:		
Cash and cash equivalents	$ **108,430**	$ 100,355
Interest in pooled investment fund – short-term	**–**	921
	108,430	101,276
Patient accounts receivable, net of allowance for doubtful accounts of $30,678 and $34,692 in 2015 and 2014, respectively	**156,749**	163,569
Due from government agencies	**22,621**	21,052
Other current assets	**121,259**	49,718
Other restricted assets	**76,212**	–
Total current assets	**485,271**	335,615
Assets limited as to use:		
Interest in pooled investment fund – long-term	**–**	26,881
Other investments	**64,815**	58,737
Under bond indenture agreements	**25,871**	26,133
Total assets limited as to use	**90,686**	111,751
Goodwill and intangibles, net	**–**	590
Property and equipment, net	**282,215**	339,439
Other long-term assets	**9,390**	10,852
Total assets	$ **867,562**	$ 798,247
Liabilities and net (deficit) assets		
Current liabilities:		
Accounts payable	$ **46,197**	$ 54,969
Accrued liabilities and other current liabilities	**164,862**	120,632
Current portion of long-term debt	**6,833**	6,607
Short-term debt	**123,855**	–
Due to government agencies	**5,387**	11,006
Total current liabilities	**347,134**	193,214
Pension obligations	**251,267**	235,467
Workers' compensation and hospital professional and general liability	**45,594**	37,209
Other liabilities	**4,008**	4,051
Long-term debt – net of current portion	**282,308**	289,427
Total liabilities	**930,311**	759,368
Net (deficit) assets:		
Unrestricted	**(86,409)**	1,661
Temporarily restricted	**15,453**	28,064
Permanently restricted	**8,207**	9,154
Total net (deficit) assets	**(62,749)**	38,879
Total liabilities and net (deficit) assets	$ **867,562**	$ 798,247

See accompanying notes.

Daughters of Charity Health System

Consolidated Statements of Operations and Changes in Net (Deficit) Assets

(In Thousands)

	Year Ended June 30	
	2015	**2014**
Unrestricted revenues and other support		
Net patient service revenue	**$ 1,315,150**	$ 1,136,718
Provision for doubtful accounts	**(31,903)**	(43,282)
Net patient service revenue less provision for doubtful accounts	**1,283,247**	1,093,436
Premium revenue	**128,316**	83,298
Other operating revenue	**44,306**	59,657
Contributions	**8,321**	157,694
Total unrestricted revenues and other support	**1,464,190**	1,394,085
Expenses:		
Salaries and benefits	**759,508**	805,075
Supplies	**166,281**	172,535
Purchased services and other	**519,218**	346,817
Depreciation and amortization	**60,457**	65,554
Interest – net	**22,550**	19,106
Goodwill impairment loss	**–**	13,376
Long-lived asset impairment	**10,000**	–
Total expenses	**1,538,014**	1,422,463
Operating loss	**(73,824)**	(28,378)
Investment income	**3,876**	16,276
Deficiency of revenues over expenses	**(69,948)**	(12,102)
Pension related changes	**(23,383)**	(8,564)
Other	**576**	342
Net assets released from restrictions used for purchase of property and equipment	**4,685**	1,319
Decrease in unrestricted net assets	**(88,070)**	(19,005)
Temporarily restricted net assets		
Contributions	**2,464**	138,443
Net realized and unrealized losses on investments	**(3)**	–
Net assets released from restrictions:		
Operations	**(7,872)**	(143,942)
Property, plant and equipment	**(4,685)**	(1,319)
Other	**(2,515)**	894
Decrease in temporarily restricted net assets	**(12,611)**	(5,924)

Daughters of Charity Health System

Consolidated Statements of Operations and Changes in Net (Deficit) Assets (continued)

(In Thousands)

	Year Ended June 30	
	2015	**2014**
Permanently restricted net assets		
Net realized and unrealized gains on investments	**$ (562)**	$ 354
Other	**(385)**	(480)
Decrease in permanently restricted net assets	**(947)**	(126)
Decrease in net assets	**(101,628)**	(25,055)
Net assets, beginning of year	**38,879**	63,934
Net (deficit) assets, end of year	**$ (62,749)**	$ 38,879

See accompanying notes.

Daughters of Charity Health System

Consolidated Statements of Cash Flows

(In Thousands)

	Year Ended June 30	
	2015	2014
Operating activities		
Change in net (deficit) assets	$ (101,628)	$ (25,055)
Adjustments to reconcile decrease in net (deficit) assets to net cash used in operating activities:		
Depreciation and amortization	60,457	65,554
Provision for doubtful accounts	31,903	43,282
Changes in fair value and unrealized and realized losses (gains) on investment, net	(2,920)	(12,408)
Amortization of bond premium	(359)	(359)
Amortization of deferred debt issuance cost	394	1,683
Pension related changes	23,383	8,564
Goodwill impairment loss	–	13,376
Long-lived asset impairment	10,000	–
Gain on disposal of property and equipment	(253)	(18,081)
Loss on sale of physician practice	27	–
Gain on contribution for debt repayment	–	(130,000)
Gain on loan forgiveness	–	(12,409)
Changes in operating assets and liabilities:		
Patient accounts receivable, net	(25,083)	(53,000)
Due to/from government agencies	(7,188)	(7,873)
Other current assets	(71,751)	64,002
Other long-term assets	1,205	486
Accounts payable	(8,772)	17,735
Accrued liabilities	44,892	(5,535)
Workers' compensation and hospital professional and general liabilities	8,385	(6,318)
Pension obligations	(7,583)	(7,171)
Other long-term liabilities	(43)	397
Net cash used in operating activities	(44,934)	(63,130)
Investing activities		
Purchases of investments and deposits to interest in pooled investment fund – long-term	(224,111)	(272,990)
Purchase of asset for health-related activity	–	(2,488)
Proceeds from disposal of property and equipment	1,638	5,296
Proceeds from sales of investments	247,682	338,621
Changes in interest in pooled investment fund – short-term	921	90,644
Changes in assets under bond indenture agreements	262	14,726
Purchases of property and equipment	(14,607)	(39,662)
Proceeds from disposal of other assets	–	18,047
Net cash provided by investing activities	11,785	152,194

Daughters of Charity Health System

Consolidated Statements of Cash Flows (continued)

(In Thousands)

	Year Ended June 30	
	2015	2014
Financing activities		
Retirement of debt	$ –	$ (13,655)
Repayment of debt	(6,606)	(8,787)
Issuance of debt	47,643	–
Cash contributions received for the purchase of property and equipment	187	2,573
Net cash provided by (used in) financing activities	41,224	(19,869)
Increase in cash and cash equivalents	8,075	69,195
Cash and cash equivalents at beginning of year	100,355	31,160
Cash and cash equivalents at end of year	$ 108,430	$ 100,355
Supplemental disclosures of cash flow information		
Cash paid for interest – net of capitalized interest	$ 22,229	$ 17,735
Supplemental disclosures of noncash items		
Gain on contribution for debt repayment	$ –	$ (130,000)
Gain on loan forgiveness	$ –	$ (12,409)
Capitalized interest	$ 665	$ 824
Increase (decrease) in payable for investments purchased	$ 1,579	$ (7,132)
Increase (decrease) in receivable for investments sold	$ 927	$ (488)
Accrued purchases of property and equipment	$ 270	$ 747
Purchases of goodwill through debt issuance	$ –	$ 985

See accompanying notes.

Daughters of Charity Health System

Notes to Consolidated Financial Statements

June 30, 2015

1. Organization

The Daughters of Charity Health System (Parent), a California nonprofit religious corporation, was formed in June 2001 by the Daughters of Charity Ministry Services Corporation (Ministry Services), a California not-for-profit religious corporation. Ministry Services is the sole corporate member of Daughters of Charity Health System. Daughters of Charity Health System is the sole corporate member of six California not-for-profit religious corporations that operate six acute care hospitals and other facilities (the Hospitals, see list below) in the state of California. Daughters of Charity Health System and the following list of affiliated entities (collectively, DCHS) became one of the largest not-for-profit health care systems in the state of California, with approximately 1,660 licensed acute care and skilled nursing beds.

DCHS consists of Parent* and the following:

- O'Connor Hospital*
- Saint Louise Regional Hospital*
- St. Francis Medical Center Lynwood*
- St. Vincent Medical Center*
- Seton Medical Center*
- Seton Medical Center Coastside (a division of Seton Medical Center)*
- Caritas Business Services
- Marillac Insurance Company, Ltd. (Marillac)
- O'Connor Hospital Foundation
- Saint Louise Regional Hospital Foundation
- St. Francis Medical Center of Lynwood Foundation
- St. Vincent Medical Center Foundation
- Seton Health Services Foundation
- St. Vincent de Paul Ethics Corporation
- St. Vincent Dialysis Center
- De Paul Ventures, LLC (see Note 2)
- DCHS Medical Foundation (see Note 2)

*Part of the Obligated Group (see discussion below and Note 9)

The Daughters of Charity of St. Vincent de Paul (the Daughters of Charity) commenced its health care mission in California in 1856, with four of the Hospitals having been sponsored by the Daughters of Charity since their formation.

Daughters of Charity Health System

Notes to Consolidated Financial Statements (continued)

1. Organization (continued)

DCHS established an Obligated Group (see listing of entities included in the Obligated Group above) to access the capital markets. Obligated Group members are jointly and severally liable for the long-term debt outstanding under the Bond Master Indenture.

2. Summary of Significant Accounting Policies

Basis of Presentation and Going Concern

In recent years, DCHS has experienced recurring operating losses that have been funded primarily from cash reserves. For the year ended June 30, 2015, DCHS recorded a net operating loss of $73,824,000 and a decrease in cash, cash equivalents, short-term and long-term investments of $13,911,000. In 2014, DCHS received a $130,000,000 contribution from the Daughters of Charity Foundation that was restricted for the purpose of defeasing the Series 2008 Bonds. Refer to Note 9 for further details on the defeased Series 2008 Bonds. DCHS anticipates that it will continue to incur operating losses and intends to continue to fund its losses from operations. Subsequent to June 30, 2015, DCHS has not borrowed any additional short-term debt from the California Statewide Development Corporation. Refer to Note 9 for further details.

On July 17, 2015, the DCHS Parent and Daughters of Charity Ministry Services selected Blue Mountain Capital Management (Blue Mountain), a private investment firm, to recapitalize the Hospitals. Blue Mountain will also provide management services (via Integrity Healthcare, a wholly owned subsidiary) to operate the six California hospitals and medical foundation (collectively, the "Transaction"). Under the terms of the Transaction, the DCHS board of directors will transfer control of the Hospitals to an independent, non-profit board of directors, which will oversee hospital operations. The Transaction is subject to regulatory approval and there can be no guarantee that the Transaction will close. Refer to Note 12 for further details on the Transaction.

In the event that the Transaction does not close, the Board of DCHS will consider all alternatives, which may include seeking alternative transactions, closure, and use of bankruptcy proceedings to accomplish alternatives.

The uncertainties surrounding future cash flows and liquidity position raise substantial doubt regarding DCHS' ability to continue as a going concern. The accompanying consolidated financial statements have been prepared in accordance with United States (U.S.) generally accepted accounting principles applicable to a going concern, which contemplates the realization

2. Summary of Significant Accounting Policies (continued)

of assets and the settlement of liabilities and commitments in the normal course of business for the foreseeable future. Such consolidated financial statements do not include any adjustments relating to the recoverability of the carrying amounts of recorded assets or the amount of liabilities that might result from the outcome of the uncertainties described above.

Consolidation

The accompanying consolidated financial statements include the accounts of DCHS after elimination of intercompany transactions.

Use of Estimates

The preparation of the consolidated financial statements in conformity with U.S. generally accepted accounting principles requires management to make certain estimates and assumptions that affect the reported amounts of assets, liabilities, and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. DCHS considers critical accounting policies to be those that require more significant judgments and estimates in the preparation of its consolidated financial statements, including the following: recognition of net patient service revenue, which includes contractual allowances and discounts; provisions for doubtful accounts and charity care; and risks and assumptions for measurement of pension and other postretirement liabilities. Management bases its estimates on historical experience and various other assumptions that it believes are reasonable under the particular facts and circumstances. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents consist primarily of cash and highly liquid marketable securities with original maturities, at the time of purchase, of three months or less.

2. Summary of Significant Accounting Policies (continued)

Patient Accounts Receivable, Allowance for Doubtful Accounts, and Net Patient Service Revenue

Patient accounts receivable and net patient service revenue are reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated settlements under reimbursement agreements with third-party payers. Settlements with third-party payers are accrued on an estimated basis in the period in which the related services are rendered and are adjusted in future periods as final settlements are determined.

DCHS manages the receivables by regularly reviewing its patient accounts and contracts and by providing appropriate allowances for uncollectible amounts. These allowances are estimated based upon an evaluation of historical payments, negotiated contracts and governmental reimbursements. Adjustments and changes in estimates are recorded in the period in which they are determined. The allowance for doubtful accounts for self-pay patients was 87% and 87% of self-pay accounts receivable at June 30, 2015 and 2014, respectively.

Patient service revenues, net of contractual allowances and discounts, are as follows (in thousands):

	Year Ended June 30	
	2015	**2014**
Government	**$ 881,274**	$ 656,291
Contracted	**380,068**	412,280
Self-pay and others	**53,808**	68,147
Net patient service revenue	**1,315,150**	1,136,718
Less: Provision for doubtful accounts	**(31,903)**	(43,282)
Net patient service revenue less provision for doubtful accounts	**$ 1,283,247**	$ 1,093,436

Daughters of Charity Health System

Notes to Consolidated Financial Statements (continued)

2. Summary of Significant Accounting Policies (continued)

Significant concentrations of net patient accounts receivable are as follows:

	June 30	
	2015	**2014**
HMO/PPO/Commercial	**36%**	38%
Medicare	**32**	29
Medi-Cal	**29**	28
Other	**3**	5
Total	**100%**	100%

Inpatient acute care services, outpatient services, and skilled nursing services rendered to Medicare program beneficiaries are paid at prospectively determined rates per discharge. These rates vary according to a patient classification system that is based on clinical, diagnostic, and other factors. Certain inpatient nonacute services and defined capital and medical education costs related to Medicare beneficiaries are paid using a cost reimbursement methodology.

Health care services are provided free of charge or at a significant discount based on a sliding scale to individuals who meet certain financial criteria. DCHS makes every effort to determine if a patient qualifies for charity care upon admission. If a patient is determined to qualify for charity care, services are rendered to the patient free of cost. The costs of providing these services are included in unsponsored community benefit expense (see Note 3).

After satisfaction of amounts due from insurance and the application of financial discounts to patients' balances, and after exhausting all reasonable efforts to collect from the patients, a significant portion of the DCHS's uninsured and self-pay patient accounts are referred to the third-party agencies based on DCHS's established guidelines for further collection activities. As a result, DCHS's records a significant provision for doubtful accounts related to these uninsured patients in the period the services are rendered.

Payments from Medi-Cal and contracted-rate payers are based on a per diem, per discharge, modified cost, or capitated basis or a combination of these.

Daughters of Charity Health System

Notes to Consolidated Financial Statements (continued)

2. Summary of Significant Accounting Policies (continued)

Adjustments for the finalization of prior year cost reports from both Medicare and Medi-Cal resulted in an increase to patient service revenues of $5,176,000 and $9,291,000, for the years ended June 30, 2015 and 2014, respectively. Additionally, as a result of recent finalized cost reports, management determined that certain allocated reserves related to open prior year Medicare cost reports were no longer necessary, which resulted in a gain of $15,069,000 for the year ended June 30, 2015.

DCHS's St. Francis Medical Center qualified for and received Medi-Cal funding as a disproportionate-share hospital from the state of California under Senate Bill (SB) 855. Related revenues were $27,143,000 and $27,381,000, for the years ended June 30, 2015 and 2014, respectively, and are included in net patient service revenue. Amounts to be received in future years, if any, are subject to annual determination.

The St. Francis Medical Center also received funding for Medi-Cal disproportionate-share hospitals under Senate Bill 1255 (SB 1255). These SB 1255 funds are paid from the Emergency Services and Supplemental Payments Fund. Related revenues were $8,413,000 and $9,023,000, for the years ended June 30, 2015 and 2014, respectively, and are included in net patient service revenue. This funding must be applied for and approved each year.

The St. Francis Medical Center also qualifies for Medi-Cal funding as a disproportionate-share hospital from the state of California under Senate Bill 1732 (SB 1732). This SB 1732 program permits health care facilities servicing a disproportionate share of Medi-Cal patients to receive supplemental reimbursement for a portion of their debt service for qualified capital projects. St. Francis Medical Center has an amendment to its Medi-Cal contract, which was executed on June 19, 1993, for reimbursement related to the St. Francis Medical Center Health Services Pavilion, which was completed in 1991. Related revenues were $2,570,000 and $2,475,000, for the years ended June 30, 2015 and 2014, respectively, and are included in net patient service revenue.

As part of DCHS's mission to serve the community, DCHS provides care to patients even though they may lack adequate insurance or may participate in programs that do not pay full charges. Reserves for charity care and uncollectible amounts have been established and are netted against patient accounts receivable in the consolidated balance sheets.

2. Summary of Significant Accounting Policies (continued)

Industry Concentration

The receipt of future revenues by DCHS is subject to, among other factors, federal and state policies affecting the health care industry. There are future revenue uncertainties that may require that costs be controlled, which will be subject to the capability of management; future economic conditions, which may include an inability to control expenses in periods of inflation; increased competition; and other conditions, which are impossible to predict.

Inventories

Inventories consist of supplies and are stated at the lower of cost or market value, which is determined using the first-in, first-out method. Inventories are reviewed for obsolescence on a periodic basis. Amounts are included in other current assets.

Assets Limited as to Use

Assets limited as to use represent assets designated by the board of directors for future capital improvements, other specific purposes for Marillac over which the board of directors retains control, assets held by trustees under bond indenture agreements, and investments restricted by donors. The board of directors has the full ability to utilize the Marillac assets limited as to use to satisfy the needs of on-going operations, as necessary. Additionally, DCHS participated in a pooled investment fund administered by Ascension Health until September 2014. Assets limited as to use are stated at fair value. Refer to Note 4 for further details.

Investment income or loss is included in deficiency of revenues over expenses, unless the income or loss is restricted by donor or law. The assets are reflected in the assets limited as to use line item in the consolidated balance sheets.

Investments

Investments received through gifts are recorded at estimated fair value at the date of donation. Gains and losses that result from market fluctuations are recognized in the period that such fluctuations occur. Realized gains or losses resulting from sales or maturities are calculated on an adjusted-cost basis. Adjusted-cost is the original cost of the security adjusted for any purchases or sales during the year. Dividend and interest income are accrued when earned.

2. Summary of Significant Accounting Policies (continued)

Investment income includes the following (in thousands):

	Year Ended June 30	
	2015	**2014**
Interest and dividends	**$ 3,362**	$ 1,559
Investment fees	**(213)**	(246)
Unrealized (loss) gain on investments – net	**(936)**	8,871
Net realized gain on sales of securities	**1,660**	6,450
	3,873	16,634
Amounts included in changes in restricted net assets	**3**	(358)
Investment income	**$ 3,876**	$ 16,276

Property and Equipment

Property and equipment are stated at cost, if purchased, and at fair market value, if donated. Depreciation of property and equipment is calculated using a half-year convention and the straight-line method for financial statement purposes. Estimated useful lives by classification are as follows:

Land improvements	5–25 years
Buildings	10–40 years
Building service equipment	5–25 years
Equipment	4–20 years

Long-Lived Asset Impairment

DCHS routinely evaluates the carrying value of its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset, or related group of assets, may not be recoverable from estimated future undiscounted cash flows generated by the underlying tangible assets. When the carrying value of an asset exceeds the estimated recoverability, an asset impairment charge is recognized. The impairment tests are based on financial projections prepared by management that incorporate anticipated results from programs and initiatives being implemented and market value assessments of the assets. If the projections are not met, or if negative trends occur that impact the future outlook, the value of the long-lived assets may be impaired, which could be material.

2. Summary of Significant Accounting Policies (continued)

DCHS recorded $10,000,000 of impairment for the estimated non-recoverability of the building and select equipment at St. Vincent Medical Center. The amount of impairment was determined using a distressed revenue multiple, and was allocated using comparable prices for similar assets.

Goodwill and Intangible Assets

Goodwill is measured as of the effective date of a business acquisition as the excess of the aggregate of the fair value of consideration transferred over the fair value of the tangible and intangible assets acquired and liabilities assumed.

The changes in the carrying amount of goodwill are as follows (in thousands):

	Year Ended June 30	
	2015	2014
Beginning balance	$ –	$ 10,421
Addition from acquisition	–	2,955
Impairment	–	(13,376)
Ending balance	$ –	$ –

DCHS, through the DCHS Medical Foundation, acquired intangible assets and goodwill valued at $3,251,000 as of June 30, 2014, as a result of various physician practice acquisitions during fiscal year 2014. No acquisitions were made during fiscal year 2015.

The goodwill impairment tests are based on financial projections prepared by management that incorporate anticipated results from programs and initiatives being implemented. If these projections are not met or if negative trends occur that impact outlook, the value of goodwill may be impaired. During the year ended June 30, 2014, management determined that all goodwill was impaired.

It is DCHS's policy to amortize intangible assets with a finite life over their useful lives.

Fair Value of Financial Instruments

The carrying amounts reported in the consolidated balance sheets for cash and cash equivalents, accounts receivable, accounts payable, accrued liabilities, and due to/from government agencies approximate fair value. The fair value of investments is disclosed in Notes 4 and 8, and the fair value of debt is disclosed in Note 9.

2. Summary of Significant Accounting Policies (continued)

Medical Foundation

The DCHS Medical Foundation (Medical Foundation) was established in December 2011 and incorporated under the California Nonprofit Religious Corporation regulations as a not-for-profit corporation exempted from IRC Section 501(c)(3). The sole member of this corporation is DCHS, acting through its board of directors.

During the fiscal year ended June 30, 2014, the Medical Foundation acquired eight physician groups, comprising the physician groups tangible and intangible assets, respectively. The total purchase consideration for the year ended June 30, 2014, amounted to $3,473,000, of which $2,488,000 was paid in cash and the remaining balance of $985,000 in notes payable in two installments of $492,500 due in fiscal years 2015 and 2016, respectively. The majority of the purchase price was allocated to goodwill at June 30, 2014. These acquisition costs have been reflected in DCHS's consolidated financial statements as of June 30, 2014. No acquisitions were made during the fiscal year ended June 30, 2015.

Guarantees

In the normal course of its business, DCHS enters into various types of guarantees with counterparties in connection with asset sales and other transactions. DCHS also provides indemnifications against potential losses to certain parties involved in their bond financing. The indemnifications are ordinarily documented in standard contract terms. Generally, there are no stated or notional amounts included in these indemnifications, and the events or contingences triggering the obligations to indemnify are generally not expected to occur. There have been no claims, and none are expected to occur; therefore, it is not possible to develop an estimate of the maximum payout and fair value under these guarantees and indemnifications. DCHS has not recorded any liabilities in the consolidated financial statements as of June 30, 2015 and 2014, related to any guarantees or indemnification arrangements.

Self Insurance

DCHS is self-insured for hospital professional and general liabilities by a wholly-owned self-insured captive insurance company. The provisions for estimated hospital professional and general liability claims include estimates of the ultimate costs for both uninsured reported claims and claims incurred-but-not-reported (IBNR), in accordance with actuarial projections or paid claims lag models based on past experience. Such claim reserves are based on the best data

2. Summary of Significant Accounting Policies (continued)

available to DCHS; however, these estimates are subject to a significant degree of inherent variability. There is at least a reasonable possibility that a material change to the estimated reserves will occur in the near term. Such estimates are continually monitored and reviewed, and as reserves are adjusted, the differences are reflected in current operations. Management is of the opinion that the associated liabilities recognized in the accompanying consolidated financial statements are adequate to cover such claims.

DCHS has entered into reinsurance, stop loss, and excess policy agreements with independent insurance companies to limit its losses on hospital professional and general liability claims.

Hospital professional and general liabilities were $13,161,000 and $6,022,000, discounted at a rate of 4% and 3% as of June 30, 2015 and 2014, respectively. Management is not aware of any potential hospital professional and general liability claims whose settlement would have a material adverse effect on DCHS's consolidated financial position.

Workers' Compensation Insurance

DCHS is insured for workers' compensation claims with major independent insurance companies, subject to certain deductibles of $500,000 per occurrence as of June 30, 2015 and 2014. Based on actuarially determined estimates, provisions have been made in the consolidated financial statements, with the current portion included within accrued liabilities and the non-current portion within workers' compensation and hospital professional and general liabilities, for all known claims and incurred but not reported claims as of June 30, 2015 and 2014. Workers' compensation liabilities were $24,278,000 and $26,115,000 discounted using a rate of 4% and 3%, as of June 30, 2015 and 2014, respectively. Estimation differences between actual payments and amounts recorded in previous years are recognized as expense in the year such amounts become determinable.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those for which use by DCHS has been limited by donors to a specific time period or purpose. Permanently restricted net assets have been restricted by donors to be maintained by DCHS in perpetuity.

2. Summary of Significant Accounting Policies (continued)

California Hospital Fee Program

California legislation established a program in 2009 that imposes a Quality Assurance Fee (QA Fee) on certain general acute-care hospitals in order to make supplemental and grant payments and increased capitation payments (Supplemental Payments) to hospitals up to the aggregate upper payment limit for various periods. There have been four such programs (the "Programs") since inception.

The Programs are designed to make supplemental inpatient and outpatient Medi-Cal payments to private hospitals, including additional payments for certain facilities that provide high-acuity care and trauma services to the Medi-Cal population. This hospital QA Fee program provides a mechanism for increasing payments to hospitals that serve Medi-Cal patients, with no impact on the state's General Fund. Payments are made directly by the state or Medi-Cal managed care plans, which will receive increased capitation rates from the state in amounts equal to the Supplemental Payments. Outside of the legislation, the California Hospital Association has created a private program, operated by the California Health Foundation and Trust (CHFT), which was established to alleviate disparities potentially resulting from the implementation of the Programs.

The Programs require full federal approval (i.e., by the Centers for Medicare and Medicaid Services (CMS)) in order for them to be fully enacted. If final federal approval is not ultimately obtained, provisions in the underlying legislation allowed for the QA Fee, previously assessed, and Supplemental Payments, previously received, to be returned and recouped, respectively. As such, revenue and expense recognition is not allowed until full CMS approval was obtained.

In June 2012, the third program (30-Month Program), covering the period from July 2011 to December 2013, was amended to allow for the fee-for-service portion to be administered separately from the managed care portion. The fee-for-service portion of the 30-Month Program was approved in June 2012. In May and June 2013, 24 months of managed care payments were approved by CMS. In December 2014, the final six months of managed care payments were approved by CMS.

In October 2013, the fourth program (36-Month Program), covering the period from January 2014 to December 2016, was signed into law by the Governor of California. The fee-for-service payments of the 36-Month Program were approved in December 2014 by CMS. The first six months of non-expansion managed care payments were approved by CMS in June 2015.

2. Summary of Significant Accounting Policies (continued)

DCHS recognized payments to the California Department of Health Care Services for the QA fee in the amount of $134,198,000 and $33,411,000 and pledge payments to CHFT of $2,282,000 and $1,577,000 within purchased services and other expenses for the years ended June 30, 2015 and 2014, respectively. DCHS also recognized Supplemental Payment revenue in the amount of $222,467,000 and $49,606,000 pertaining to the 30-Month and 36-Month Programs within the net patient service revenues for the years ended June 30, 2015 and 2014, respectively.

Meaningful Use Incentives

The American Recovery and Reinvestment Act of 2009 established payments under the Medicare and Medi-Cal programs for certain professionals and hospitals that meaningfully use certified electronic health record (EHR) technology. The Medicare incentive payments are paid out to qualifying hospitals over four consecutive years on a transitional schedule. To qualify for Medi-Cal incentives, hospitals and physicians must annually meet EHR "meaningful use" criteria that become more stringent over three stages as determined by CMS. For the years ended June 30, 2015 and 2014, DCHS has recorded meaningful use incentive payments of $7,947,000 and $10,104,000, respectively. These incentive payments have been recorded as other operating revenue in the DCHS consolidated financial statements.

Premium Revenue

Certain entities of DCHS have at-risk agreements with various payers to provide medical services to enrollees. Under these agreements, DCHS receives monthly payments based on the number of enrollees, regardless of services actually performed by DCHS. DCHS accrues costs when services are rendered under these contracts, including estimates of IBNR claims and amounts receivable/payable under risk-sharing arrangements.

The IBNR accrual includes an estimate of the costs of services for which DCHS is responsible, including out-of-network services.

Other Operating Revenue

Included in other operating revenue are amounts from investments in health-related activities, rental income, cafeteria, and other nonpatient care revenue.

2. Summary of Significant Accounting Policies (continued)

Contributions

Unconditional promises to give cash and other assets to DCHS are reported at fair value at the date the promise is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets. Net assets released from restrictions used for operations are also included in other operating revenue as contribution revenue to the Hospitals.

Interest Expense

Interest expense on debt issued for construction projects, net of income earned on the funds held pending use, is capitalized from the date of the borrowing until the projects are placed in service. Interest components include the following (in thousands):

	Year Ended June 30	
	2015	**2014**
Total interest expense	**$ 23,215**	$ 19,930
Less: capitalized interest expense	**(665)**	(824)
Net interest expense	**$ 22,550**	$ 19,106

Income Taxes

DCHS has established its status as an organization exempt from income taxes under the Internal Revenue Code (IRC) Section 501(c) (3) and the laws of California. Certain activities of the operating entities of DCHS may be subject to income taxes; however, such activities are not significant to the consolidated financial statements.

Performance Indicator

Management considers the deficiency of revenues over expenses to be DCHS's performance indicator. Deficiency of revenues over expenses includes all changes in unrestricted net assets, except net assets released from restrictions used for purchase of property and equipment, the change in funded status of pension plans, and other.

2. Summary of Significant Accounting Policies (continued)

Transactions Between Related Organizations

DCHS and various members of DCHS pay for sisters' services provided to it by its sponsoring congregation at amounts comparable to low-wage employees' salaries.

Certain Obligated Group members have a policy whereby assets are periodically transferred as charitable distributions to subsidiaries of DCHS that are not members of the Obligated Group. These transfers are accounted for as direct charges to the Obligated Group members' unrestricted net assets. It is anticipated that Obligated Group members will continue to make asset transfers to the subsidiaries. These transfers are eliminated upon consolidation.

Asset Retirement Obligations (AROs)

AROs are legal obligations associated with the retirement of long-lived assets. These liabilities are initially recorded at fair value, and the related asset retirement costs are capitalized by increasing the carrying amount of the related assets by the same amount as the liability. Asset retirement costs are subsequently depreciated over the useful lives of the related assets. Subsequent to initial recognition, DCHS records period-to-period changes in the ARO liability resulting from the passage of time. DCHS's ARO liabilities recorded in the consolidated financial statements at June 30, 2015 and 2014 were $3,421,000 and $3,227,000, respectively.

Revenue Guarantees

DCHS has agreements with physicians whereby minimum revenues are guaranteed by DCHS for stipulated dollar amounts over specified periods, as defined in the contracts. DCHS records a liability for the amount of the guaranteed revenue at the time the contract is entered into and adjusts the liability as it is expended. DCHS has recorded liabilities of $746,000 and $1,396,000 as of June 30, 2015 and 2014, respectively.

2. Summary of Significant Accounting Policies (continued)

Recent Accounting Pronouncements

In April 2015, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2015-07, *Fair Value Measurement (Topic 820): Disclosures for Investments in Certain Entities that Calculate Net Asset Value per Share (or its Equivalent)* (ASU 2015-07), which removes the requirement to categorize, within the fair value hierarchy, investments for which fair value is measured using the net asset value per share practical expedient. It also limits disclosures related to investments for which the entity has elected to measure the fair value using that practical expedient. The guidance is effective for DCHS as of July 1, 2016. The adoption of ASU 2015-07 is not expected to have a material impact on the consolidated financial statements.

In April 2015, the FASB issued ASU No. 2015-03, *Simplifying the Presentation of the Debt Issuance Costs* (ASU 2105-03), which changes the presentation of debt issuance costs in financial statements. Under ASU 2015-03, an entity presents such costs in the balance sheet as a direct deduction from the related debt liability rather than as an asset, and amortization of the costs is reported as interest expense. The guidance is effective for DCHS as of July 1, 2016. The adoption of ASU 2015-03 is not expected to have a material impact on the consolidated financial statements.

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which outlines a comprehensive model for entities to use in accounting for revenue arising from contracts with customers and supersedes most current revenue recognition guidance, including industry-specific guidance, and requires significantly expanded disclosures about revenue recognition. The core principle of the revenue model is that an entity recognizes revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The guidance, as amended by ASU 2015-14, *Revenue From Contracts With Customers (Topic 106)*, is effective for DCHS as of July 1, 2018. Early adoption is not permitted; DCHS management is currently evaluating the impact on the consolidated financial statements and the options of adopting either a full retrospective or a modified approach.

In April 2014, the FASB issued ASU No. 2014-08, *Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity* (ASU 2014-08), which amends the definition of a discontinued operation in Accounting Standards Codification (ASC) 205-20, *Discontinued Operations*, and requires entities to disclose additional information about disposal

Daughters of Charity Health System

Notes to Consolidated Financial Statements (continued)

2. Summary of Significant Accounting Policies (continued)

transactions that do not meet the discontinued operations criteria. The guidance is effective for DCHS as of July 1, 2015. DCHS is assessing the impact of the adoption of ASU 2014-08 on its consolidated financial statements.

3. Unsponsored Community Benefit Expense

The following is a summary of DCHS's community service in terms of services to the poor and benefits to the broader community for the year ended June 30, 2015. The summary has been prepared in accordance with the Catholic Health Association of the United States publication, *A Guide for Planning and Reporting Community Benefit* (dollars in thousands) (unaudited):

	Total Community Benefit Expense – at Cost			Unsponsored Community Benefit Expense – at Cost	
	Amount	Percentage of Total Expenses	Direct Offsetting Revenue	Amount	Percentage of Total Expenses
			(Unaudited)		
Benefits for the poor:					
Traditional charity care	$ 13,226	0.9%	$ –	$ 13,226	0.9%
Unpaid costs of public programs – Medicaid	402,506	26.2	304,259	98,247	6.4
Nonbilled services	5,578	0.4	3,363	2,215	0.1
Cash and in-kind donations	2	0.0	–	2	0.0
Other	4,170	0.3	1,243	2,927	0.2
Total quantifiable benefits for the poor	425,482	27.8	308,865	116,617	7.6
Benefits for the broader community:					
Nonbilled services	1,970	0.1	1,574	396	0.0
Education and research	211	0.0	–	211	0.0
Cash and in-kind donations	137	0.0	33	104	0.0
Other	1,607	0.1	–	1,607	0.1
Total quantifiable benefits for the broader community	3,925	0.2	1,607	2,318	0.1
Total quantifiable community benefits	429,407	27.9	310,472	118,935	7.7
Unpaid costs of Medicare program	341,566	22.1	265,492	76,074	5.0
Total quantifiable community benefits and unpaid costs of Medicare program	$ 770,973	50.1%	$ 575,964	$ 195,009	12.7%

3. Unsponsored Community Benefit Expense (continued)

Benefits for the Poor

Benefits for the poor include services provided to persons who cannot afford health care because of inadequate resources and/or who are uninsured or underinsured.

Benefits for the Broader Community

Benefits for the broader community include services and programs provided to other needy populations that may not qualify as poor, but that need special services and support. Examples include the elderly, substance abusers, victims of child abuse, and persons with acquired immune deficiency syndrome. They also include the cost of health promotion and education, health clinics and screenings, and medical research, which benefit the broader community.

Traditional Charity Care

Traditional charity care covers services provided to persons who cannot afford to pay and who meet DCHS's criteria for financial assistance. DCHS utilizes information obtained directly from patients as well as information from publicly available sources in determining charity care eligibility. The amounts above reflect the costs of these services (based on DCHS's relationship of costs to charges) before and after contributions and other revenues received as direct assistance for the provision of charity care. The amount of traditional charity care at cost was $13,226,000 and $21,768,000 for the years ended June 30, 2015 and 2014, respectively.

Unpaid Costs of Public Programs – Medi-Cal

Unpaid costs of public programs are the costs of treating indigent and Medi-Cal beneficiaries in excess of government payments. Cost is based on DCHS's relationship of costs to charges.

Nonbilled Services

Nonbilled services include the cost of services for which a patient is not billed or for which a nominal fee has been assessed. These are services that are not expected to be financially self-supporting. Examples are free clinic services and meal programs.

Daughters of Charity Health System

Notes to Consolidated Financial Statements (continued)

3. Unsponsored Community Benefit Expense (continued)

Cash and In-Kind Donations

Cash and in-kind donations are made by DCHS to special funds used to benefit the poor and the community.

Education

Education includes the unpaid cost of training health professionals, such as medical residents, nursing students, and students in allied health professions.

Research

Research includes the unpaid cost of testing medical equipment and controlled studies of therapeutic protocols.

Other Benefits for the Broader Community Expenses

Other benefits for the broader community expenses include low-or negative-margin services, which are services offered because of a need in the community. They do not include services offered because they create revenues elsewhere.

Total Community Benefit Expense

Total community benefit expense is the total cost of community benefits before direct offsetting revenue, donations, or other funds used to defray such costs.

Unsponsored Community Benefit Expense

Unsponsored community benefit expense is the total cost incurred after direct offsetting revenue, if any, from patients, donations, and other sources.

Unpaid Costs of Medicare Program

Unpaid costs of the Medicare program are the costs of treating Medicare beneficiaries in excess of government payments. Cost is based on DCHS's relationship of costs to charges.

4. Fair Value Measurements

DCHS accounts for certain assets at fair value or on a basis that approximates fair value. A fair value hierarchy for valuation inputs has been established to prioritize the valuation inputs into three levels based on the extent to which inputs used in measuring fair value are observable in the market. Each fair value measurement is reported in one of the three levels, which is determined by the lowest-level input that is significant to the fair value measurement in its entirety. These levels are as follows:

- *Level 1* – Quoted prices are available in active markets for identical assets as of the measurement date. Financial assets in Level 1 include listed equities and money market balances.

- *Level 2* – Pricing inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets. Financial assets in this category generally include asset-backed securities, corporate bonds, municipal bonds, and commingled investment funds.

- *Level 3* – Pricing inputs are generally unobservable for the assets and include situations where there is little, if any, market activity for the investment. The inputs used in determination of fair value require management's judgment or estimation of assumptions that market participants would use in pricing the assets. Therefore, the fair values are determined using factors that involve judgment and interpretations, including discounted cash flow models and similar techniques. There were no Level 3 investments at June 30, 2015 and 2014.

4. Fair Value Measurements (continued)

The following represents assets measured at fair value on a recurring basis (in thousands):

	June 30, 2015		
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Other investments – assets limited as to use:			
Cash equivalents	$ 12,737	$ 12,737	$ –
Debt securities issued by foreign corporations	1,961	–	1,961
Debt securities issued by the U.S. Treasury and other U.S. government corporations	14,806	–	14,806
Government mortgage-backed securities	1,575	–	1,575
Commercial mortgage-backed securities	4,094	–	4,094
Corporate U.S. debt securities	14,017	–	14,017
Index funds	10,311	–	10,311
Convertible equity	32	–	32
Investment held in trust account	5,282	–	5,282
	64,815	12,737	52,078
Under bond indenture agreements – assets limited as to use:			
Cash equivalents	2,000	2,000	–
Receivables under repurchase agreement	23,871	–	23,871
	$ 90,686	$ 14,737	$ 75,949

Daughters of Charity Health System

Notes to Consolidated Financial Statements (continued)

4. Fair Value Measurements (continued)

	June 30, 2014		
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Pooled investment funds:			
Pooled funds – short-term	$ 921	$ –	$ 921
Pooled funds – long-term	26,881	–	26,881
	27,802	–	27,802
Other investments – assets limited as to use:			
Cash equivalents	10,665	10,665	–
Debt securities issued by foreign corporations	2,364	–	2,364
Debt securities issued by the U.S. Treasury and other U.S. government corporations	8,608	–	8,608
Government mortgage-backed securities	2,243	–	2,243
Commercial mortgage-backed securities	2,872	–	2,872
Corporate U.S. debt securities	15,987	–	15,987
Index funds	10,458	–	10,458
Convertible equity	199	–	199
Investment held in trust account	5,341	–	5,341
	58,737	10,665	48,072
Under bond indenture agreements – assets limited as to use:			
Cash equivalents	2,000	2,000	–
Receivables under repurchase agreement	24,133	–	24,133
	26,133	2,000	24,133
	$ 112,672	$ 12,665	$ 100,007

Daughters of Charity Health System

Notes to Consolidated Financial Statements (continued)

4. Fair Value Measurements (continued)

There were no transfers to or from Levels 1, 2 or 3 during the years presented. The Level 2 financial assets listed in fair value hierarchy tables above use the following valuation techniques and inputs:

DCHS participated in Ascension Health's pooled Catholic Healthcare Investment Management Company (CHIMCO) Alpha Fund, LLC, which is carried at fair value based on quoted market prices, quoted market prices for similar instruments, and observable and unobservable inputs. The pooled fund is composed of cash, equity securities (domestic and foreign), U.S. federal and corporate obligations, to be announced (TBA) mortgage-backed securities, asset-backed securities, and fixed-income securities and is designated as Level 2. Beginning January 1, 2014, DCHS moved all of its investments in the Alpha Fund to short-term liquid funds, such as cash and cash equivalents. As of September 2014, DCHS sold its investment in the Fund, and Ascension Investment Management no longer manages any funds on behalf of DCHS.

For marketable securities, such as foreign corporation and U.S. government debt securities, government and commercial mortgage-backed securities, TBA mortgaged-backed securities, corporate U.S. debt securities, index funds, and beneficial interest held in trust accounts, wherein identical quoted market prices are not readily available, the fair value of such investments is determined based on market participant pricing or other available market data for comparable instruments and transactions at the measurement date. DCHS, therefore, incorporates industry-standard valuation techniques as inputs to fair valuation of its investments designated as Level 2.

DCHS's rationale for the assignment of levels is based on types or classes of financial assets, rather than an analysis of each individual asset. Key consideration in the assignment of levels was given to the determination of a security's fair valuation measurement if obtained from an active market, and then further consideration was given for the types of inputs used to evaluate the fair value price. This approach has been supported by management's analysis of the methodology, the evaluated pricing models, and inputs used by its pricing vendors. It is also consistent with industry practice.

4. Fair Value Measurements (continued)

Where quoted prices are available in an active market (exchange-traded), the securities are classified as Level 1. It is a market in which transactions occur with sufficient frequency and volume to provide pricing information on an ongoing basis. If quoted market prices are not readily available for a specific financial asset, then value is determined using quoted prices of assets with similar characteristics and is classified as Level 2. Examples of these categories are DCHS's investment in high-yield debt securities, collateralized mortgage obligations, and fixed-income prices provided by a broker-dealer. In cases where there is limited activity and less transparency associated with inputs to the valuation, DCHS will designate the investments as Level 3.

Included within the assets above are investments in certain securities that report fair value, using a calculated Net Asset Value (NAV) or its equivalent. The following table and explanations identify attributes relating to the nature and risk of such investments (in thousands):

	June 30, 2014		
	Fair Value	Redemption Frequency (If Currently Eligible)	Redemption Notice Period
Level 2			
Pooled funds – short-term (1)	$ 921	Daily	1–3 days
Pooled funds – long-term (1)	26,881	Daily	1–3 days
Total pooled funds	$ 27,802		

(1) This category includes investments in CHIMCO Alpha Fund and is mainly invested in U.S. government, state, municipal, and agency obligations; corporate- and foreign government-fixed maturities; and U.S. government and corporate asset-backed securities.

The investments included above are not expected to be sold at amounts that are different from their NAV. There were no unfunded commitments at June 30, 2015 and 2014.

Investment Held in Trust Accounts

DCHS is the beneficiary of a split-interest agreement from a donor. The related assets are controlled and invested by an independent third party. DCHS records the assets for its share when formal written or other verifiable documentation is received. DCHS's share of the assets is based on the present value of the estimated future distributions to be received by DCHS over the term of the agreement. The agreements are carried at fair value based on the underlying assets. DCHS used 2.0% discount rate to value split-interest agreements at June 30, 2015.

4. Fair Value Measurements (continued)

Receivables Under Repurchase Agreements

DCHS participates in a repurchase agreement with a custodian, whereby DCHS lends cash from a bond reserve fund to a third party on a short-term basis. The loans are secured by collateral, consisting of various investments that equal the amount of the cash loaned. DCHS is paid a fixed rate of return of 4.6% for the amounts loaned. Interest is accrued monthly and paid semi-annually. The amounts of the receivables under repurchase agreements were $23,871,000 and $24,133,000 at June 30, 2015 and 2014, respectively, and are included in assets limited as to use under bond indenture agreements. The loans remained in place until the termination date, which was July 1, 2015, at which time these funds were reinvested in other securities.

5. Property and Equipment

Property and equipment consists of the following (in thousands):

	June 30	
	2015	**2014**
Land	**$ 29,955**	$ 29,955
Land improvements	**20,263**	20,244
Buildings and service equipment	**710,572**	709,161
Equipment	**526,830**	522,180
Construction in progress	**5,312**	14,082
Total	**1,292,932**	1,295,622
Less accumulated depreciation	**(1,010,717)**	(956,183)
	$ 282,215	$ 339,439

Daughters of Charity Health System

Notes to Consolidated Financial Statements (continued)

6. Other Assets

Other current assets consist of the following (in thousands):

	June 30	
	2015	**2014**
Inventories	**$ 21,594**	$ 21,253
Prepaid expenses	**6,932**	5,175
Provider fee receivable	**74,176**	3,881
Other receivable	**6,457**	4,969
Pledges receivable	**3,154**	6,669
Deposit	**2,682**	2,889
Other current assets	**6,264**	4,882
	$ 121,259	$ 49,718

Other long-term assets consist of the following (in thousands):

	June 30	
	2015	**2014**
Notes receivable – primarily secured	**$ 1,143**	$ 1,546
Ownership interest in health-related activities – net	**3,710**	4,417
Other	**4,537**	4,889
	$ 9,390	$ 10,852

7. Accrued Liabilities and Other Current Liabilities

Accrued liabilities and other current liabilities consist of the following (in thousands):

	June 30	
	2015	**2014**
Wages and benefits	**$ 60,751**	$ 62,592
Out-of-network cost and IBNR	**35,556**	17,324
Provider fee payable	**34,192**	2,653
Other	**34,363**	38,063
	$ 164,862	$ 120,632

8. Pension and Other Postretirement Benefit Plans

DCHS maintains a single employer defined benefit retirement plan and participates in a multi-employer defined benefit retirement plan. The plans have been frozen for all employees, except members of the California Nurses Association (CNA). Benefits are generally based on age, years of service, and employee compensation. DCHS also offers postretirement health care benefits to a limited number of its employees. The postretirement health care benefits are determined based on age and years of service.

The first retirement plan is a multiemployer defined benefit pension plan called Retirement Plan for Hospital Employees (RPHE). The entities that participate in the RPHE are Seton Medical Center, Seton Medical Center Coastside, O'Connor Hospital, Saint Louise Regional Hospital, and Caritas Business Services (however, as noted above, only CNA members at these locations earn new benefits under the plan). Benefits are generally based on years of service and the employee's compensation. Contributions to the plan are based on actuarially determined amounts sufficient to meet the benefits to be paid to plan participants and satisfy IRS funding requirements. DCHS contributed cash of $14,495,000 and $14,788,000 to the RPHE during the fiscal years ended June 30, 2015 and 2014, respectively.

The second retirement plan is a single-employer defined benefit pension plan (the DCHS Retirement Plan). DCHS associates at St. Francis Medical Center, St. Vincent Medical Center, O'Connor Hospital, Saint Louise Regional Hospital and the system office are eligible to participate in this plan (however, as noted above, only CNA members continue to earn new benefits under the plan). DCHS contributed $18,479,000 and $19,333,000 to the DCHS Retirement Plan during the fiscal years ended June 30, 2015 and 2014, respectively.

DCHS also maintains a retiree health insurance program (the Postretirement Healthcare Plan) which provides medical benefits to retirees from early retirement to age 65 only. DCHS employees at O'Connor Hospital, St. Louise Regional Hospital, Seton Medical Center, and Seton Medical Center Coastside are eligible to participate in this plan. The Postretirement Healthcare Plan is an unfunded plan. DCHS contributed $98,000 and $114,000 to the Postretirement Healthcare Plan during the fiscal years ended June 30, 2015 and 2014, respectively.

8. Pension and Other Postretirement Benefit Plans (continued)

Defined Contribution Retirement Plans

In addition to the above pension plans, DCHS maintains three different defined contribution retirement plans for its employees. One of these defined contribution plans (TSA/403(b)) includes employee voluntary contributions only. A second defined contribution plan (Match Benefit) requires employer contributions and the benefits are based on a percentage of the employees' contributions to the TSA/403(b). A third plan covers all employee groups, except members of the CNA and is a fully employer-paid defined contribution plan with benefits based on a percentage of compensation. During the fiscal years ended June 30, 2015 and 2014, the employer's contribution for these three defined contribution plans was $24,472,000 and $24,935,000, respectively.

Pension Plan Amendments

In April 2012, DCHS's largest union, SEIU, ratified freezing the defined benefit pension plan covering all its members in DCHS's six hospitals effective January 1, 2013 (the plan had previously been frozen for all nonunion employees). Upon freezing the defined benefit pension plan, DCHS introduced an employer-paid defined contribution plan (IRC 401(a)) for its SEIU members beginning January 1, 2013.

The funded status of the DCHS Retirement Plan and the Postretirement Healthcare Plan benefits is as follows (in thousands):

	June 30, 2015		June 30, 2014	
	DCHS Retirement Plan	Postretirement Healthcare Plan	DCHS Retirement Plan	Postretirement Healthcare Plan
Change in benefit obligation:				
Benefit obligation – beginning of year	$ 505,523	$ 5,002	$ 458,316	$ 4,678
Service cost	2,162	256	1,931	240
Interest cost	23,355	215	23,425	223
Actuarial loss (gain)	11,728	(1,719)	37,663	(25)
Benefits paid	(19,333)	(98)	(15,812)	(114)
Benefit obligation – end of year	$ 523,435	$ 3,656	$ 505,523	$ 5,002
Accumulated benefit obligation	$ 515,437	$ 3,656	$ 493,968	$ 5,002

8. Pension and Other Postretirement Benefit Plans (continued)

	June 30, 2015		June 30, 2014	
	DCHS Retirement Plan	Postretirement Healthcare Plan	DCHS Retirement Plan	Postretirement Healthcare Plan
Change in plan assets:				
Fair value of plan assets – beginning of year	$ 275,058	$ –	$ 228,920	$ –
Actual return on plan assets	3,271	–	44,231	–
Employer contribution	18,479	98	19,333	114
Benefits paid	(19,333)	(98)	(15,812)	(114)
Administrative expenses	(1,651)	–	(1,614)	–
Fair value of plan assets – end of year	$ 275,824	$ –	$ 275,058	$ –
Funded status	$ (247,611)	$ (3,656)	$ (230,465)	$ (5,002)

Amounts that have not yet been recognized as components of net period benefit cost are as follows (in thousands):

	June 30, 2015		June 30, 2014	
	DCHS Retirement Plan	Postretirement Healthcare Plan	DCHS Retirement Plan	Postretirement Healthcare Plan
Net actuarial loss (gain)	$ 181,392	$ (11,043)	$ 157,007	$ (10,211)
Prior service costs	–	352	–	424
Total amount not recognized	$ 181,392	$ (10,691)	$ 157,007	$ (9,787)

8. Pension and Other Postretirement Benefit Plans (continued)

The components of net period benefit cost and amounts recognized in the consolidated statements of operations and changes in net assets apart from expenses are as follows (in thousands):

	Year Ended June 30, 2015		Year Ended June 30, 2014	
	DCHS Retirement Plan	Postretirement Healthcare Plan	DCHS Retirement Plan	Postretirement Healthcare Plan
Components of net periodic benefit cost (income):				
Service cost	$ 2,162	$ 256	$ 1,931	$ 240
Interest cost	23,355	215	23,425	223
Expected return on plan assets	(18,503)	–	(16,209)	–
Net prior service cost amortization	–	72	–	72
Amortization of actuarial (loss) gain	4,226	(887)	3,438	(958)
Net periodic benefit cost (income)	$ 11,240	$ (344)	$ 12,585	$ (423)
Change in net assets apart from periodic benefit cost:				
Net actuarial loss (gain)	$ 28,611	$ (1,719)	$ 11,255	$ (25)
Deduct:				
Amortization of prior service cost	–	(72)	–	(72)
Amortization of actuarial (loss) gain	(4,226)	887	(3,438)	958
Total	$ 24,385	$ (904)	$ 7,817	$ 861

The estimated actuarial loss and prior service cost for the DCHS Retirement Plan that will be amortized into net periodic benefit cost over the next fiscal year is $4,442,000 and $42,000, respectively.

8. Pension and Other Postretirement Benefit Plans (continued)

Assumptions

The weighted-average assumptions used to determine benefit obligations and net period benefit costs, are as follows:

	June 30, 2015		June 30, 2014	
	DCHS Retirement Plan	Postretirement Healthcare Plan	DCHS Retirement Plan	Postretirement Healthcare Plan
Weighted-average assumptions used to determine benefit obligations:				
Discount rate	**4.80%**	**4.55%**	4.70%	4.40%
Rate of compensation increase	**2.50%**	**N/A**	3.50	N/A
Weighted-average assumptions used to determine net periodic benefit costs:				
Discount rate	**4.70%**	**4.40%**	5.20%	4.89%
Expected return on plan assets	**7.25%**	**N/A**	7.25	N/A
Rate of compensation increase	**3.50%**	**N/A**	3.50	N/A

Expected Return on Plan Assets

The DCHS Retirement Plan's estimated long-term rate of return on pension assets is driven primarily by historical asset-class returns, an assessment of expected future performance, advice from external actuarial firms, and the incorporation of specific asset-class risk factors. Asset allocations are periodically updated using pension plan asset/liabilities studies, and DCHS's estimated long-term rates of return are consistent with these studies. The DCHS Retirement Plan portfolio return assumption is 7.00% and 7.25% at June 30, 2015 and 2014, respectively.

Discount Rate

The discount rate assumptions used to determine the postretirement benefit plan obligations and expenses reflect the prevailing rate available on high-quality, fixed-income debt instruments. The rate was based on cash flow analysis that matched estimated future benefit payments to the bond discount yield curve as of June 30, 2015 and 2014.

8. Pension and Other Postretirement Benefit Plans (continued)

Other Benefit Assumptions

For the measurement of accumulated postretirement benefit obligations at June 30, 2015, the Postretirement Healthcare Plan assumed health care cost trend rates start at 8.00% in 2015 and decrease by 0.25-0.50% annually, reaching an ultimate rate of 5.50% in fiscal year 2023.

Plan Assets and Investment Strategy

The following information represents DCHS's pension plan assets measured at fair value and indicate the fair value hierarchy and valuation techniques utilized to determine such fair value (in thousands):

	June 30, 2015		
	Total Balance	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Cash equivalents	$ 1,637	$ 1,637	$ –
Common collective trust funds	81,255	–	81,255
Fixed-income funds	95,983	–	95,983
Domestic stocks	24,670	24,670	–
Real estate equity investments	19,379	19,379	–
Foreign stock funds	52,900	–	52,900
Total plan assets	$ 275,824	$ 45,686	$ 230,138

8. Pension and Other Postretirement Benefit Plans (continued)

	June 30, 2014		
	Total Balance	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Cash equivalents	$ 3,770	$ 3,770	$ –
Common collective trust funds	78,701	–	78,701
Fixed-income funds	96,353	–	96,353
Domestic stocks	21,839	21,839	–
Real estate equity investments	19,330	19,330	–
Foreign stock funds	55,065	–	55,065
Total plan assets	$ 275,058	$ 44,939	$ 230,119

As of June 30, 2015, $1,587,000 of the plan's cash balance was held in a separate non-interest-bearing cash account for the purpose of claims disbursement by the plan's administrator.

DCHS's investment strategy for the assets of the DCHS Retirement Plan is designed to preserve principal while earning returns relative to the overall market consistent with a prudent level of risk. The strategy balances the liquidity needs of the DCHS Retirement Plan with the long-term return goals necessary to satisfy future obligations. The target asset allocation is diversified across traditional asset classes. Diversification is also achieved through participation in U.S. and non-U.S. markets, investment manager style, philosophy, and capitalization. The complementary investment styles and approaches used by investment managers are aimed at reducing volatility while capturing the equity premium from the capital markets over the long-term. Risk tolerance is established through consideration of plan liabilities, plan funded status, and DCHS's consolidated financial condition. Consistent with DCHS's fiduciary responsibilities, the fixed-income allocation generally provides for security of principal to meet near-term expenses and obligations. Periodic reviews of the market values and corresponding asset allocation percentages are performed to determine whether a rebalancing of the portfolio is necessary.

8. Pension and Other Postretirement Benefit Plans (continued)

The following were the target asset allocations as of June 30, 2015, by major asset classification:

Common collective trust funds	5%
Fixed-income funds	38
Domestic stocks	30
Real estate equity investments	7
Foreign stock funds	20
Total plan assets	100%

Cash Contributions and Benefit Payments

DCHS expects to contribute $12,467,000 to the DCHS Retirement Plan and $172,000 to the Postretirement Healthcare Plan in 2016.

The benefit payments, which reflect expected future service, as appropriate, expected to be paid in each of the next five years, and in aggregate for the next five years are as follows (in thousands):

	DCHS Retirement Plan Benefits	Postretirement Healthcare Benefits
2016	$ 18,672	$ 172
2017	20,435	174
2018	22,300	209
2019	24,462	244
2020	26,425	290
Next five years	154,706	1,606

Daughters of Charity Health System

Notes to Consolidated Financial Statements (continued)

8. Pension and Other Postretirement Benefit Plans (continued)

Multiemployer Plan

Certain affiliated entities in Northern California participate in multiemployer defined benefit retirement plans as described below (in thousands):

Plan	Pension Plan Employer Identification Number/Plan Number	Pension Protection Act Zone Status June 30 2015	Pension Protection Act Zone Status June 30 2014	Funding Improvement/ Rehabilitation Plan Status June 30, 2015
Retirement Plan for Hospital Employees	94-2995676/001	**Green**	Green	No

Pension Protection Act Zone Status (from worst to best):

Critical Status	Red
Seriously Endangered	Orange
Endangered	Yellow
None of the above	Green

8. Pension and Other Postretirement Benefit Plans (continued)

Plan	Pension Plan Employer Identification Number/Plan Number	Contributions 2016 (Expected)	2015	2014	Surcharge Imposed (during 2013)	Collective Bargaining Agreement Expiration Date
Retirement Plan for Hospital Employees	94-2995676/001	$18,068	**$ 14,588**	$ 14,788	No	November 30, 2015

Since March 1, 2011, participant benefits were frozen for the non-contractual employees of the two participating affiliates in the Retirement Plan for Hospital Employees. Beginning January 1, 2013 participant benefits were frozen for all Service Employees International Union (SEIU) employees. Certain affiliates will continue to make periodic contributions as needed for eligible participants.

The contributions for the multiemployer plan were approximately 45% and 43% of the total contributions to the plans for June 30, 2015 and 2014, respectively. There are no minimum contributions required for future periods by the collective-bargaining agreements, statutory obligations, or other contractual obligations for both plans.

The risks of participating in multiemployer plans are different from single-employer plans in the following aspects: (i) assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers; (ii) if a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers; and (iii) if the affiliates choose to stop participating in the multiemployer plan, the affiliates may be required to pay the plan an amount based on the underfunded status of the plan, referred to as a withdrawal liability.

Daughters of Charity Health System

Notes to Consolidated Financial Statements (continued)

9. Debt

Long-term debt consists of the following (in thousands):

	June 30	
	2015	**2014**
California Statewide Communities Development Authority Revenue $259 million Bonds Series 2005A, payable in varying installments through 2040, fixed interest rates ranging from 5.00% to 5.25%	**$ 253,150**	$ 256,170
California Statewide Communities Development Authority Revenue $106 million Bonds Series 2005F, G, and H (St. Francis Medical Center), payable in varying annual installments through 2026, fixed interest rates ranging from 5.00% to 5.25%	**25,530**	28,305
Notes payable for Health Center One Mortgage, $6.5 million face value, payable in monthly installments with a lump-sum payment in May 2018, fixed interest rate of 5.85%	**5,506**	5,674
Other	**564**	1,135
	284,750	291,284
Less current portion	**6,833**	6,607
	277,917	284,677
Plus bond premium	**4,391**	4,750
	$ 282,308	$ 289,427

Scheduled long-term principal debt payments as of June 30, 2015, are as follows (in thousands):

2016	$ 6,833
2017	6,594
2018	11,879
2019	7,089
2020	7,455
Thereafter	244,900
	$ 284,750

9. Debt (continued)

Obligated Group

DCHS and the local health ministries identified in Note 1 are the members of the Obligated Group established pursuant to a Master Trust Indenture dated December 1, 2001 (the Master Indenture), with U.S. Bank, National Association, as master trustee (the Master Trustee). DCHS and such local health ministries collectively are referred to as the Obligated Group or as "Members," and each individually is sometimes referred to herein as a "Member." The Obligated Group is jointly and severally liable for the debt outstanding under the Master Indenture.

The Series 2005 Bonds (the Revenue Bonds) are a limited obligation of California Statewide Communities Development Authority and are payable solely from payments made by the Obligated Group. Payment of principal and interest on the Revenue Bonds is secured by the property and equipment of each Member of the Obligated Group. Each of the Obligated Group Members has executed one or more deeds of trust pursuant to which the respective Obligated Group Member has granted to the trustee hereunder, as trustee for the benefit of the Master Trustee, a first lien on, and security interest in, the Hospitals and other parcels of property owned by such Obligated Group Members, subject to permitted liens, as security for the performance of the Obligated Group Members' obligations under the Master Indenture. Additionally, each of the Obligated Group Members has created a gross revenue fund with its depository bank to further secure its gross revenues for the benefit of the Master Trustee.

The Obligated Group's financing agreements contain restrictive covenants, including maintenance of a debt ratio, limitations on the amount of any additional borrowings, and limitations on the disposal or transfer of assets to nonobligated group members. Additionally, the financing agreements require that funds are established with, and controlled by, a trustee during the period the bonds remain outstanding. The Obligated Group has complied with such financial covenants and restrictions at June 30, 2015.

Loan Forgiveness and Contributions To Pay Off Debts

On September 12, 2013, The Daughters of Charity Foundation (DOCF), an organization separate and independent from DCHS, unconditionally forgave the line of credit that was owed by DCHS to DOCF, amounting to $12,408,000 as of that date. This balance was part of DCHS' notes payable to DOCF payable in monthly installments through 2032.

9. Debt (continued)

In October 2013, DOCF made a restricted donation of $130,000,000 for the benefit of DCHS by depositing sufficient funds with the bond trustee to redeem the $143,655,000 principal amount of the California Statewide Development Authority Revenue Bonds Series 2008A Bonds. The Series 2008A Bonds were redeemed at par on October 25, 2013. The Series 2008A Bonds included a debt service reserve fund of $13,655,000, which was released as part of the redemption.

DCHS recognized the contributions made by DOCF aggregating $130,000,000 as contribution revenue on the consolidated statement of operations and changes in net assets for the year ended June 30, 2014.

Short-Term Debt

On July 30, 2014, DCHS borrowed $110,000,000 from the California Statewide Communication Development Authority (CSCDA) in two series of bonds: the $100,000,000 CSCDA Revenue Bonds (Daughters of Charity Health System) Series 2014A (the "2014 Series A Bonds") and the $10,000,000 CSCDA Revenue Bonds (Daughters of Charity Health System) Series 2014 B (the "2014 Series B Bonds"). On August 28, 2014, DCHS borrowed an additional $15,000,000 from the CSCDA pursuant to the $15,000,000 CSCDA Revenue Bonds (Daughters of Charity Health System) Series 2014C (the "2014 Series C Bonds") (collectively, the "Series 2014 Bonds"). The Series 2014 Bonds are supported by obligations issued pursuant to the DCHS Master Trust Indenture dated as of December 1, 2001.

The Series 2014 Bonds are secured by: (1) a first priority lien on the accounts receivable of St. Francis Medical Center, St. Vincent Medical Center, O'Connor Hospital, Saint Louise Regional Hospital, Seton Medical Center and Seton Coastside as a division of Seton Medical Center; and (2) first priority Deeds of Trust and related subordination agreements with the master trustee on certain property of St. Francis Medical Center and Saint Louise Regional Hospital (collectively, the 2014 Priority Assets). The Master Trustee has subordinated its interest in the 2014 Priority Assets to the Series 2014 Bond trustee. The Series 2014 Bonds are also secured by a parity lien under the master indenture.

The Series 2014 Bonds had an initial maturity date of July 10, 2015. That maturity date has been extended to December 15, 2015, and the Series 2014 Bonds are recorded as short-term debt on the DCHS consolidated balance sheets. Interest accrues at the rate of 6% and is paid on a monthly basis. The total proceeds of the Series 2014 Bonds have been deposited with the trustee,

9. Debt (continued)

with funds made available to DCHS subject to the satisfaction of certain conditions. On June 29, 2015, debt redemption was made in the amount of $1,145,000 which reduced the outstanding principal balance to $123,855,000 as of June 30, 2015. DCHS has drawn down $47,600,000 of funds from the Series 2014 Bonds, excluding the debt redemption of $1,145,000 as of June 30, 2015.

Fair Values

The fair value of debt is estimated based on the quoted market prices for the same or similar issues or on the current rates offered for debt of the same remaining maturities. The estimated fair values of the DCHS's debt instruments as of June 30, 2015 and 2014, are $393,704,000 and $277,294,000, respectively, and are valued using Level 2 inputs. The reported fair value of DCHS's debt instrument excludes the full value of an irrevocable principal pre-payment of $5,795,000 and $5,510,000 made as of June 30, 2015 and 2014, respectively. The fair value amounts do not represent the amount that would be required to expend to retire the indebtedness.

10. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets are available for the following purposes (in thousands):

	June 30	
	2015	**2014**
Equipment and expansion	**$ 4,823**	$ 9,322
Research and education	**2,965**	3,033
Charity and other	**7,665**	15,709
Total temporarily restricted net assets	**15,453**	28,064
Permanently restricted net assets	**8,207**	9,154
Total restricted net assets	**$ 23,660**	$ 37,218

Equipment and expansion relate to assets held by DCHS, which are restricted by donors or grantors to be used specifically for equipment, capital projects, or other capital needs.

10. Temporarily and Permanently Restricted Net Assets (continued)

Research and education relate to assets held by DCHS, which are restricted by donors or grantors to be used in specific research or education programs.

Charity and other relate mainly to assets held by DCHS, which are restricted by donors or grantors to be used in specific health care programs for charity care and other medical and patient services.

Permanently restricted net assets of $8,207,000 and $9,154,000 at June 30, 2015 and 2014, respectively, are restricted to investments to be held in perpetuity, with the income expendable to support DCHS's mission.

Endowments

DCHS and five of its consolidated charitable foundations follow the Uniform Prudent Management of Institutional Funds Act (UPMIFA). UPMIFA eliminates the concept of "historic dollar value" and allows an institution to spend or accumulate as the board determines is prudent for the uses, benefits, purposes, and duration of the endowment fund unless the gift instrument states a particular spending rate or formula. California's version of UPMIFA also includes a rebuttable provision that spending greater than 7% of the average fair market value (calculated at least quarterly over a minimal period of three years) is presumed to be imprudent.

In accordance with UPMIFA, DCHS considers the following factors when appropriating or accumulating an endowment fund: (i) general economic conditions, (ii) effects of inflation and deflation, (iii) the purposes of the institution and the endowment fund, (iv) expected total return from income and appreciation of investments, (v) DCHS's other resources, (vi) the duration and preservation of the endowment fund, and (vii) DCHS's investment policies.

From time to time, the fair value of assets associated with individual endowment funds may fall below the level that the donor or UPMIFA requires DCHS to retain as a fund of perpetual duration. Deficiencies of this nature that are reported in unrestricted net assets were not material as of June 30, 2015 and 2014. These deficiencies resulted from unfavorable investment market fluctuations.

10. Temporarily and Permanently Restricted Net Assets (continued)

DCHS has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Under these policies, as approved by the boards of trustees of the charitable foundations, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results while assuming a moderate level of investment risk.

To satisfy its long-term rate-of-return objectives, DCHS relies on a balanced investment strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). DCHS targets a diversified asset allocation that places a great emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

The endowment net asset composition by type of fund consists of the following (in thousands):

	June 30, 2015			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	$ 596	$ 778	$ 8,207	$ 9,581
Total funds	$ 596	$ 778	$ 8,207	$ 9,581

	June 30, 2014			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	$ 1,259	$ 1,013	$ 9,154	$ 11,426
Total funds	$ 1,259	$ 1,013	$ 9,154	$ 11,426

Daughters of Charity Health System

Notes to Consolidated Financial Statements (continued)

10. Temporarily and Permanently Restricted Net Assets (continued)

The changes in endowment net assets are as follows (in thousands):

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Balance at June 30, 2013	$ 496	$ 781	$ 9,280	$ 10,557
Net gains – realized and unrealized	763	232	354	1,349
Other	–	–	(480)	(480)
Balance at June 30, 2014	1,259	1,013	9,154	11,426
Net losses – realized and unrealized	**(663)**	**(235)**	**(562)**	**(1,460)**
Other	–	–	**(385)**	**(385)**
Balance at June 30, 2015	**$ 596**	**$ 778**	**$ 8,207**	**$ 9,581**

11. Commitments and Contingent Liabilities

Standby Letter of Credit

Marillac, a subsidiary of DCHS, pledged $25,850,000 of its assets as of June 30, 2015 and 2014, to support a standby letter of credit in favor of Old Republic Insurance Company (ORIC), one of the parent's insurers.

Litigation

Certain entities of DCHS are defendants in various actions arising from their health care service activities. It is the opinion of management, after consulting with legal counsel, that such actions will not have a material adverse effect on DCHS's consolidated financial position or results of operations as of June 30, 2015. Therefore, based on the information provided by its legal counsel, DCHS has accrued $1,369,000 and $1,515,000 as of June 30, 2015 and 2014, respectively, which were related to certain of these actions. DCHS evaluates recoveries from insurance coverage separately from its liability, and when appropriate, an asset is recorded separately from the associated liability.

11. Commitments and Contingent Liabilities (continued)

As part of its ongoing compliance program, DCHS routinely reviews arrangements between physicians and its hospitals. In September and October 2013, DCHS made a voluntary self-disclosure to the federal government (in accordance with federal self-disclosure guidelines) related to certain financial arrangements between physicians and one of its hospitals, Seton Medical Center (SMC), that might constitute potential violations of federal regulatory standards. Pursuant to a settlement agreement entered into by SMC with CMS, effective as of November 6, 2015, SMC paid to CMS the sum of $815,000, and CMS agreed to release SMC from administrative liabilities and claims under section 1877(g)(1) of the Social Security Act relating to the matters addressed in the voluntary self-disclosure.

DCHS and certain other entities and individuals have been named as defendants in a punitive class action complaint under ERISA. The complaint alleges that DCHS's Retirement plan, a defined benefit "church plan" exempt from ERISA, is not a "church plan" and seeks orders, among other relief, requiring the plan to be brought into compliance with ERISA's minimum funding, reporting, and other administrative requirements. The proceeding is in its initial stage and is stayed through December 15, 2015. At this time, management cannot accurately estimate the amounts of any payments or settlements that might result, or if additional related issues will arise. There can be no guarantee that any resulting payments or settlements will not have a material adverse impact on DCHS's consolidated financial position or results of operations.

DCHS is a named defendant in a breach of contract, unjust enrichment, and declaratory relief complaint filed by Prime Healthcare Services, Inc. and Prime Healthcare Foundation, Inc. and captioned Prime Healthcare Services, Inc., et al., vs. Blue Mountain Management Capital, et al., in the Superior Court of California, County of San Bernardino, San Bernardino Justice Center. The complaint alleges that DCHS and the other defendants materially breached the Definitive Agreement entered into between Prime Healthcare Services, Inc., Prime Healthcare Foundation, Inc. and DCHS in October 2014 and that the defendants also unjustly enriched themselves at the Plaintiff's expense and seeks, among other relief, $135 million in damages. At this time, management cannot accurately estimate the amounts of any payments or settlements that might result, or if additional related issues will arise. There can be no guarantee that any resulting payments or settlements will not have a material adverse impact on DCHS's consolidated financial position or results of operations.

11. Commitments and Contingent Liabilities (continued)

Laws and Regulations

The health care industry is subject to numerous laws and regulations of federal, state, and local governments. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as regulatory actions unknown or unasserted at this time. These laws and regulations include, but are not necessarily limited to, matters, such as licensure, accreditation, government health care program participation requirements, reimbursement laws and regulations, anti-referral laws, and false claims prohibitions. In recent years, government activity has increased with respect to investigations and allegations concerning possible violations of reimbursement, false claims, and anti-referral statutes and regulations by health care providers. Certain entities of DCHS are subject to such laws and regulations and to governmental investigations, whistle-blower lawsuits, and other legal proceedings concerning such laws and regulations. Violations of these laws and regulations could result in expulsion from government health care programs, as well as imposition of significant fines and penalties and significant repayments for patient services previously reimbursed.

DCHS had 6,937 employees as of June 30, 2015, of whom just over 5,569 are full-time employees. Approximately 72% of these employees are employed by DCHS entities and are represented by collective bargaining units. Majority of the employees are represented by collective bargaining agreements with Service Employees International Union (SEIU) and California Nurses Association (CNA). The agreement with SEIU, representing 37% of these employees, will expire on November 30, 2015, and the agreement with CNA, representing 22% of these employees, will expire on April 30, 2016. These contracts are currently in the process of being negotiated. Employee strikes or other adverse labor actions may have a material adverse impact on DCHS's consolidated financial position or results of operations.

11. Commitments and Contingent Liabilities (continued)

Lease Commitments

Future minimum lease payments under DCHS's significant non-cancelable operating leases (with initial or remaining lease terms in excess of one year) as of June 30, 2015, are as follows (in thousands):

	Operating Leases
2016	$ 11,030
2017	7,060
2018	4,135
2019	2,450
2020	2,134
Thereafter	5,415
	$ 32,224

Rent expense was $22,318,000 and $22,042,000 for the years ended June 30, 2015 and 2014, respectively.

Seismic Standards

DCHS assessed its earthquake retrofit requirements for health care facilities under a state of California law (SB90) that can allow a delay of up to seven years from the January 1, 2013, deadline for Structural Performance Category 1 (SPC-1) retrofits. This affects six buildings at three of DCHS's hospitals. The previously reported seventh building, the St. Vincent Medical Center Central Plant, has been upgraded to SPC-2 status. Extensions have been approved by the Office of Statewide Health Planning and Development as follows:

St. Vincent Medical Center Main Hospital must meet SP-2 standards by January 1, 2019. St. Vincent Medical Center Doheny Wing must meet SP-2 standards by July 1, 2019.

O'Connor Hospital 1953 Building must meet SPC-2 standards by July 1, 2019. O'Connor Hospital 1953 Boiler Plant/Laundry must meet SPC-2 standards by January 1, 2019.

Seton Medical Center Main Tower and Seton Medical Center Front Wing must meet SP-2 standards by July 1, 2019.

12. Subsequent Events

DCHS has evaluated subsequent events and disclosed all material events through November 16, 2015, which is the date these consolidated financial statements of DCHS were issued.

Sale Announcement

On July 17, 2015, Parent and Ministry Services executed the System Restructuring and Support Agreement (System Agreement) to change the governance of and recapitalize Parent and the other entities comprising DCHS in partnership with certain funds managed by Blue Mountain Capital Management LLC (with its affiliates, "Blue Mountain") and Blue Mountain's subsidiary, Integrity Healthcare, Inc. (Integrity) (collectively, the "Transaction"). Under the System Agreement, a new, independent board will replace the existing members of the board of directors of Parent. Parent and its subsidiaries will be converted from religious corporations to public benefit corporations, the name of Parent will be changed to Verity Health System, and the Daughters of Charity will cease to sponsor DCHS. It is expected that Parent and its nonprofit subsidiaries will continue to be organizations described in Section 501(c) (3) of the Internal Revenue Code, based on a determination by the Internal Revenue Service and a group ruling, applications for which are pending. Blue Mountain will provide DCHS with $100,000,000 of funding in exchange for the lease of IT assets and purchase options to acquire the assets of DCHS exercisable between the third and fifteenth years after the closing of the Transaction. In addition, Blue Mountain and certain affiliated lenders have committed to provide DCHS with a senior secured line of credit of not less than $150,000,000 and not exceeding $160,000,000. DCHS intends to apply a portion of the proceeds of the line of credit at closing to, among other uses, repay in full the Series 2014 Bonds. The balance of the funds available under the line of credit and the proceeds of the acquisition price of the purchase options and IT assets lease are intended to provide DCHS with substantial new operating liquidity. At closing of the Transaction, Integrity and the Verity Health System will enter into an agreement under which Integrity will provide executive management services to Verity Health System under the direction of Verity Health System's independent board. After closing of the Transaction, Verity Health System and the other entities comprising the health system will be non-profit, tax-exempt California public benefit corporations. Verity Health System shall continue to hold all of DCHS's existing liabilities, including pensions and the Series 2005 Bonds, which will remain outstanding and payable in accordance with their terms. There will be no change in the composition of the Obligated Group. The Transaction is subject to regulatory approval and, accordingly, there can be no assurance that the Transaction will be consummated.

Daughters of Charity Health System

Notes to Consolidated Financial Statements (continued)

12. Subsequent Events (continued)

In the event that the Transaction does not close, the Board of DCHS will consider all alternatives, which may include seeking alternative transactions, closure of facilities, and use of bankruptcy proceedings to accomplish alternatives.

Supplementary Schedules

Building a better working world

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Report of Independent Auditors on Supplementary Information

The Board of Directors
Daughters of Charity Health System

We have audited, in accordance with auditing standards generally accepted in the United States, the consolidated financial statements of Daughters of Charity Health System as of and for the year ended June 30, 2015, and have issued an unmodified opinion report thereon dated November 16, 2015. Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating financial statement schedules for Daughters of Charity Health System are presented for the purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Ernst & Young LLP

November 16, 2015

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Daughters of Charity Health System

Consolidating Balance Sheet

As of June 30, 2015
(In Thousands)

	O'Connor Hospital	Seton Medical Center	Seton Medical Center Coastside	St. Francis Medical Center	Saint Louise Hospital	St. Vincent Medical Center	DCHS System Office	Eliminations	Obligated Group Subtotal
Assets									
Current assets:									
Cash and cash equivalents	$ 13,758	$ 11,682	$ 255	$ 36,463	$ 11,485	$ 8,908	$ 12,891	$ –	$ 95,442
Subtotal	13,758	11,682	255	36,463	11,485	8,908	12,891	–	95,442
Patient accounts receivable, net of allowance for doubtful accounts of $30,678	28,752	27,371	2,485	56,191	10,301	25,966	–	–	151,066
Due from government agencies	2,239	1,761	–	10,455	141	8,025	–	–	22,621
Due from related organizations	7,857	20,715	163	218,660	5,852	13,937	24,280	(261,149)	30,315
Other current assets	16,300	18,192	128	51,345	5,404	13,299	7,744	–	112,412
Other restricted assets	15,997	9,382	274	–	14,160	36,399	–	–	76,212
Total current assets	84,903	89,103	3,305	373,114	47,343	106,534	44,915	(261,149)	488,068
Assets limited as to use:									
Other investments	–	–	–	–	–	3,030	–	–	3,030
Under bond indenture agreements	–	–	–	–	–	–	25,871	–	25,871
Total assets limited as to use	–	–	–	–	–	3,030	25,871	–	28,901
Property and equipment – net	46,110	37,593	1,511	111,174	19,150	61,735	46	–	277,319
Other long-term assets	88	35	2	523	149	732	4,703	–	6,232
Total	$ 131,101	$ 126,731	$ 4,818	$ 484,811	$ 66,642	$ 172,031	$ 75,535	$ (261,149)	$ 800,520

Daughters of Charity Health System

Consolidating Balance Sheet (continued)

As of June 30, 2015
(In Thousands)

	Obligated Group Subtotal	Marillac Insurance Company Ltd	DCHS Medical Foundation	Caritas Business Services	All Other Entities	Eliminations	DCHS
Assets							
Current assets:							
Cash and cash equivalents	$ 95,442	$ 5,372	$ 1,290	$ 2,341	$ 3,985	$ –	$ 108,430
Subtotal	95,442	5,372	1,290	2,341	3,985	–	108,430
Patient accounts receivable, net of allowance for doubtful accounts of $30,678	151,066	–	4,890	–	793	–	156,749
Due from government agencies	22,621	–	–	–	–	–	22,621
Due from related organizations	30,315	–	3,149	1,414	1	(34,879)	–
Other current assets	112,412	7,024	1,941	151	3,837	(4,106)	121,259
Other restricted assets	76,212	–	–	–	–	–	76,212
Total current assets	488,068	12,396	11,270	3,906	8,616	(38,985)	485,271
Assets limited as to use:							
Other investments	3,030	46,722	–	–	15,063	–	64,815
Under bond indenture agreements	25,871	–	–	–	–	–	25,871
Total assets limited as to use	28,901	46,722	–	–	15,063	–	90,686
Property and equipment – net	277,319	–	4,264	324	308	–	282,215
Other long-term assets	6,232	–	606	120	2,489	(57)	9,390
Total	$ 800,520	$ 59,118	$ 16,140	$ 4,350	$ 26,476	$ (39,042)	$ 867,562

Daughters of Charity Health System

Consolidating Balance Sheet (continued)

As of June 30, 2015
(In Thousands)

	O'Connor Hospital	Seton Medical Center	Seton Medical Center Coastside	St. Francis Medical Center	Saint Louise Hospital	St. Vincent Medical Center	DCHS System Office	Eliminations	Obligated Group Subtotal
Liabilities and net (deficit) assets									
Current liabilities:									
Accounts payable	$ 9,032	$ 7,212	$ 308	$ 9,058	$ 2,371	$ 7,453	$ 7,152	$ –	$ 42,586
Accrued liabilities and other current liabilities	28,023	26,987	1,373	62,948	7,936	23,675	1,993	–	152,935
Current portion of long-term debt	836	807	–	3,489	399	737	–	–	6,268
Short-term debt	25,998	15,247	446	–	23,012	59,153	–	–	123,856
Due to government agencies	337	305	597	3,475	–	673	–	–	5,387
Due to related organizations	75,198	37,463	16,698	151	40,614	95,589	–	(261,149)	4,564
Total current liabilities	139,424	88,021	19,422	79,121	74,332	187,280	9,145	(261,149)	335,596
Pension obligations	56,163	1,390	127	95,173	5,570	73,964	18,880	–	251,267
Workers comp & HPL/GL	–	–	–	–	–	–	5,594	–	5,594
Other liabilities	291	1,149	1	167	–	2,147	(1)	–	3,754
Long-term debt – net of current portion	55,182	61,105	–	75,626	30,197	55,808	4,391	–	282,309
Total liabilities	251,060	151,665	19,550	250,087	110,099	319,199	38,009	(261,149)	878,520
Net (deficit) assets:									
Unrestricted	(119,959)	(24,934)	(14,732)	234,636	(43,457)	(150,522)	37,526	–	(81,442)
Temporarily restricted	–	–	–	88	–	620	–	–	708
Permanently restricted	–	–	–	–	–	2,734	–	–	2,734
Total net (deficit) assets	(119,959)	(24,934)	(14,732)	234,724	(43,457)	(147,168)	37,526	–	(78,000)
Total liabilities and net (deficit) assets	$ 131,101	$ 126,731	$ 4,818	$ 484,811	$ 66,642	$ 172,031	$ 75,535	$ (261,149)	$ 800,520

Daughters of Charity Health System

Consolidating Balance Sheet (continued)

As of June 30, 2015
(In Thousands)

	Obligated Group Subtotal	Marillac Insurance Company	DCHS Medical Foundation	Caritas Business Services	All Other Entities	Eliminations	DCHS Total
Liabilities and net (deficit) assets							
Current liabilities:							
Accounts payable	$ 42,586	$ –	$ 3,344	$ 174	$ 92	$ 1	$ 46,197
Accrued liabilities and other current liabilities	152,935	2,737	7,172	1,817	212	(11)	164,862
Current portion of long-term debt	6,268	–	565	–	–	–	6,833
Short-term debt	123,856	–	–	–	–	(1)	123,855
Due to government agencies	5,387	–	–	–	–	–	5,387
Due to related organizations	4,564	–	176	235	29,905	(34,880)	–
Total current liabilities	335,596	2,737	11,257	2,226	30,209	(34,891)	347,134
Pension obligations	251,267	–	–	–	–	–	251,267
Workers comp & HPL/GL	5,594	44,148	–	–	–	(4,148)	45,594
Other liabilities	3,754	1	(1)	–	256	(2)	4,008
Long-term debt – net of current portion	282,309	–	–	–	–	(1)	282,308
Total liabilities	878,520	46,886	11,256	2,226	30,465	(39,042)	930,311
Net (deficit) assets:							
Unrestricted	(81,442)	12,232	4,884	2,124	(24,207)	–	(86,409)
Temporarily restricted	708	–	–	–	14,745	–	15,453
Permanently restricted	2,734	–	–	–	5,473	–	8,207
Total net (deficit) assets	(78,000)	12,232	4,884	2,124	(3,989)	–	(62,749)
Total liabilities and net (deficit) assets	$ 800,520	$ 59,118	$ 16,140	$ 4,350	$ 26,476	$ (39,042)	$ 867,562

Daughters of Charity Health System

Consolidating Statement of Operations

For the Year Ended June 30, 2015
(In Thousands)

	O'Connor Hospital	Seton Medical Center	Seton Medical Center Coastside	St. Francis Medical Center	Saint Louise Hospital	St. Vincent Medical Center	DCHS System Office	Eliminations	Obligated Group Subtotal
Unrestricted revenues and other support:									
Net patient service revenue	$ 291,015	$ 234,141	$ 19,252	$ 434,247	$ 88,173	$ 197,503	$ –	$ –	$ 1,264,331
Provision for doubtful accounts	(7,822)	(5,853)	(992)	(9,903)	(2,469)	(5,012)	–	–	(32,051)
Net patient service revenue less provision for doubtful accounts	283,193	228,288	18,260	424,344	85,704	192,491	–	–	1,232,280
Premium revenue	–			77,330	–	16,205	–	–	93,535
Other revenue	9,227	20,636	478	6,371	1,879	5,779	76,417	(73,888)	46,899
Contributions	125	357	–	5,620	135	1,835	–	–	8,072
Total unrestricted revenues and other support	292,545	249,281	18,738	513,665	87,718	216,310	76,417	(73,888)	1,380,786
Expenses:									
Salaries and benefits	186,369	153,249	16,180	197,751	56,359	99,964	15,636	–	725,508
Supplies	43,779	32,163	1,769	34,873	7,900	40,031	(3,549)	–	156,966
Purchased services and other	81,347	70,476	3,174	188,501	24,531	94,456	61,727	(73,888)	450,324
Depreciation and amortization	11,178	10,008	328	17,344	5,628	12,609	25	–	57,120
Interest, net	4,505	3,743	19	3,882	3,137	6,943	35	–	22,264
Long-lived asset impairment	–	–	–	–	–	10,000	–	–	10,000
Total expenses	327,178	269,639	21,470	442,351	97,555	264,003	73,874	(73,888)	1,422,182
Operating (loss) income	(34,633)	(20,358)	(2,732)	71,314	(9,837)	(47,693)	2,543	–	(41,396)
Investment income	(1)	(1)	–	683	(1)	(25)	7,030	–	7,685
(Deficiency) excess of revenues over expenses	(34,634)	(20,359)	(2,732)	71,997	(9,838)	(47,718)	9,573	–	(33,711)

Daughters of Charity Health System

Consolidating Statement of Operations (continued)

For the Year Ended June 30, 2015
(In Thousands)

	O'Connor Hospital	Seton Medical Center	Seton Medical Center Coastside	St. Francis Medical Center	Saint Louise Hospital	St. Vincent Medical Center	DCHS System Office	Eliminations	Obligated Group Subtotal
Change in funded status of pension plans	$ (2,398)	$ 314	$ 67	$ (12,393)	$ 855	$ (7,968)	$ (1,860)	$ –	$ (23,383)
Other	(15,365)	504	(30)	(2,164)	(361)	371	(1,769)	–	(18,814)
Net assets released from restrictions used for for purchase of property and equipment	1,481	354	–	648	491	1,711	–	–	4,685
(Decrease) increase in unrestricted net assets	$ (50,916)	$ (19,187)	$ (2,695)	$ 58,088	$ (8,853)	$ (53,604)	$ 5,944	$ –	$ (71,223)

Daughters of Charity Health System

Consolidating Statement of Operations (continued)

For the Year Ended June 30, 2015
(In Thousands)

	Obligated Group Subtotal	Marillac Insurance Company	Caritas Business Services	DCHS Medical Foundation	All Other Entities	Eliminations	DCHS Total
Unrestricted revenues and other support:							
Net patient service revenue	$ 1,264,331	$ –	$ –	$ 46,487	$ 4,332	$ –	$ 1,315,150
Provision for doubtful accounts	(32,051)	–	–	–	148	–	(31,903)
Net patient service revenue less provision for doubtful accounts	1,232,280	–	–	46,487	4,480	–	1,283,247
Premium revenue	93,535	–	–	34,414	–	367	128,316
Other revenue	46,899	12,679	17,000	4,101	47	(36,420)	44,306
Contributions	8,072	–	–	–	249	–	8,321
Total unrestricted revenues and other support	1,380,786	12,679	17,000	85,002	4,776	(36,053)	1,464,190
Expenses:							
Salaries and benefits	725,508	–	13,781	28,880	5,120	(13,781)	759,508
Supplies	156,966	–	91	8,121	1,194	(91)	166,281
Purchased services and other	450,324	13,396	2,990	73,197	1,354	(22,043)	519,218
Depreciation and amortization	57,120	–	138	3,304	33	(138)	60,457
Interest, net	22,264	–	–	286	–	–	22,550
Long-lived asset impairment	10,000	–	–	–	–	–	10,000
Total expenses	1,422,182	13,396	17,000	113,788	7,701	(36,053)	1,538,014
Operating (loss) income	(41,396)	(717)	–	(28,786)	(2,925)	–	(73,824)
Investment income	7,685	246	–	(9)	(46)	(4,000)	3,876
(Deficiency) excess of revenues over expenses	(33,711)	(471)	–	(28,795)	(2,971)	(4,000)	(69,948)

Daughters of Charity Health System

Consolidating Statement of Operations (continued)

For the Year Ended June 30, 2015
(In Thousands)

	Obligated Group Subtotal	Marillac Insurance Company	Caritas Business Services	DCHS Medical Foundation	All Other Entities	Eliminations	DCHS Total
Change in funded status of pension plans	$ (23,383)	$ –	$ –	$ –	$ –	$ –	$ (23,383)
Other	(18,814)	(4,000)	–	21,426	(2,036)	4,000	576
Net assets released from restrictions used for for purchase of property and equipment	4,685	–	–	–	–	–	4,685
(Decrease) increase in unrestricted net assets	$ (71,223)	$ (4,471)	$ –	$ (7,369)	$ (5,007)	$ –	$ (88,070)

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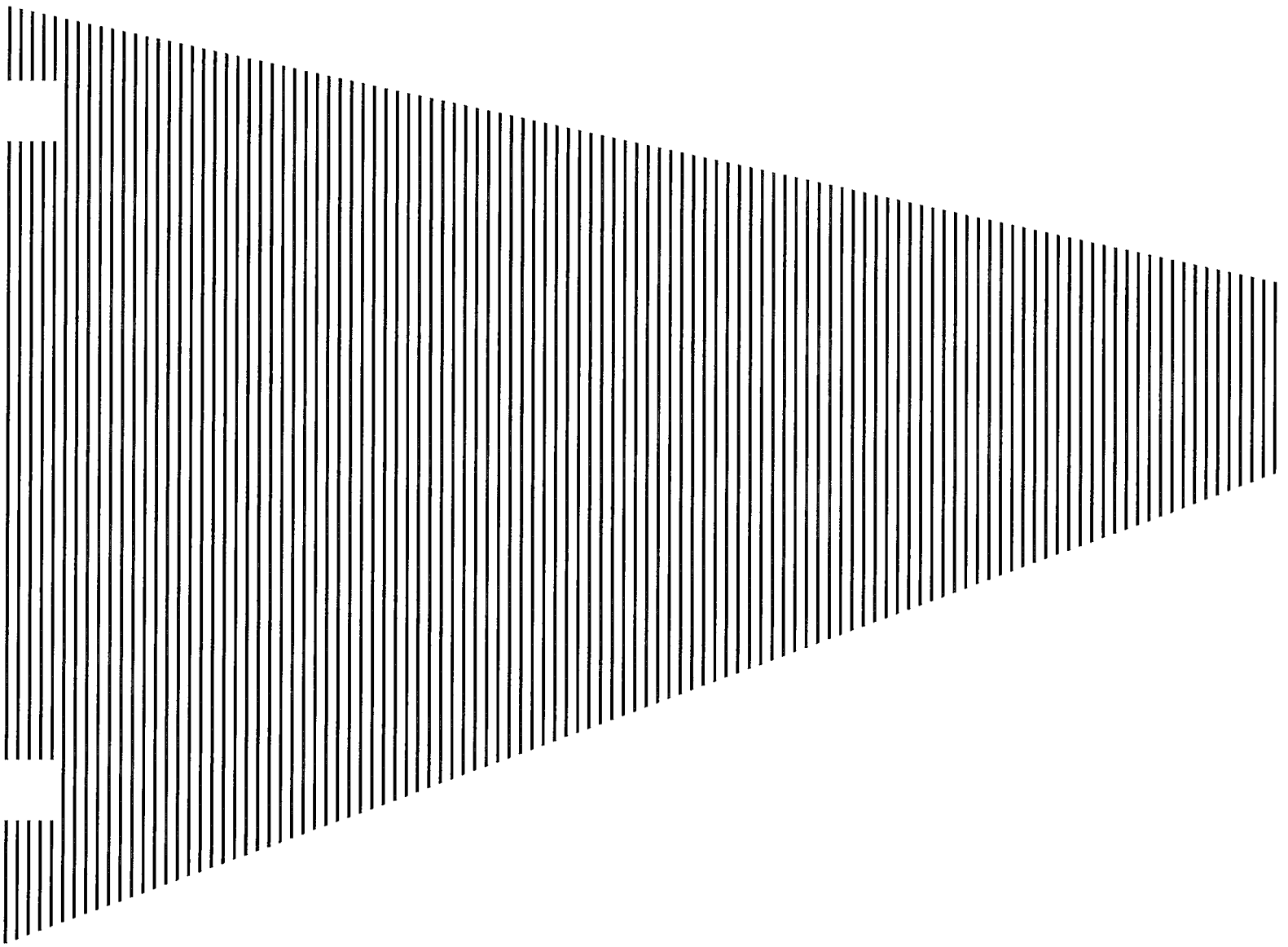
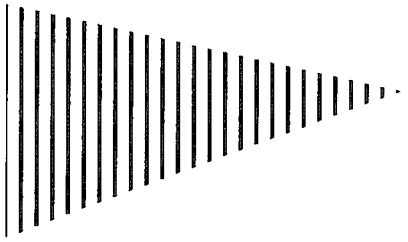


CONSOLIDATED FINANCIAL STATEMENTS AND SUPPLEMENTARY SCHEDULES

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)
As of and for the Years Ended June 30, 2016 and 2015
With Report of Independent Auditors

Ernst & Young LLP



Building a better working world

Verity Health System of California, Inc.

(Formerly Daughters of Charity Health System)

Consolidated Financial Statements and Supplementary Schedules

As of and for the Years Ended June 30, 2016 and 2015

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Building a better working world

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Report of Independent Auditors

The Board of Directors
Verity Health System of California, Inc.

We have audited the accompanying consolidated financial statements of Verity Health System of California, Inc., which comprise the consolidated balance sheets as of June 30, 2016 and 2015, and the related consolidated statements of operations and changes in net (deficit) assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We did not audit the financial statements of Marillac Insurance Company, Ltd. (Marillac), a wholly-owned subsidiary, which statements reflect total assets constituting 7.40% as of June 30, 2016, and 6.81% as of June 30, 2015, and total revenues constituting 1.00% in 2016 and 0.88% in 2015 of the related consolidated totals. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for Marillac, is based solely on the report of the other auditors. We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not

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for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, based on our audits and the report of the other auditors, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Verity Health System of California, Inc. at June 30, 2016 and 2015, and the consolidated results of its operations and changes in net (deficit) assets and its cash flows for the years then ended in conformity with U.S. generally accepted accounting principles.

Ernst + Young LLP

December 8, 2016

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Verity Health System of California, Inc.

(Formerly Daughters of Charity Health System)

Consolidated Balance Sheets

(In Thousands)

	June 30 2016	2015
Assets		
Current assets:		
Cash and cash equivalents	$ 66,357	$ 108,430
Patient accounts receivable, net of allowance for doubtful accounts of $32 million and $31 million in 2016 and 2015, respectively	160,324	156,749
Due from government agencies	20,137	22,621
Other current assets	106,273	121,259
Other restricted assets	12,074	76,212
Total current assets	365,165	485,271
Assets limited as to use:		
Other investments	112,243	64,815
Under bond indenture agreements	25,154	25,871
Total assets limited as to use	137,397	90,686
Property and equipment, net	244,912	282,215
Other long-term assets	10,361	9,390
Total assets	$ 757,835	$ 867,562
Liabilities and net assets		
Current liabilities:		
Accounts payable	$ 36,362	$ 46,197
Accrued liabilities and other current liabilities	217,403	164,862
Current portion of long-term debt	6,647	6,833
Short-term debt	–	123,855
Due to government agencies	1,155	5,387
Total current liabilities	261,567	347,134
Pension obligations	301,527	251,267
Workers' compensation and hospital professional and general liability	33,547	45,594
Other liabilities	33,366	4,008
Long-term debt – net of current portion	380,356	282,308
Total liabilities	1,010,363	930,311
Net (deficit) assets:		
Unrestricted	(333,995)	(86,409)
Temporarily restricted	73,330	15,453
Permanently restricted	8,137	8,207
Total net deficit	(252,528)	(62,749)
Total liabilities and net assets	$ 757,835	$ 867,562

See accompanying notes.

Verity Health System of California, Inc.

(Formerly Daughters of Charity Health System)

Consolidated Statements of Operations and Changes in Net (Deficit) Assets

(In Thousands)

	Year Ended June 30	
	2016	**2015**
Unrestricted revenues and other support		
Net patient service revenue	**$ 1,161,679**	$ 1,315,150
Provision for doubtful accounts	**(26,734)**	(31,903)
Net patient service revenue less provision for doubtful accounts	**1,134,945**	1,283,247
Premium revenue	**122,849**	128,316
Other operating revenue	**22,962**	44,306
Contributions	**16,645**	8,321
Total unrestricted revenues and other support	**1,297,401**	1,464,190
Expenses:		
Salaries and benefits	**723,281**	759,508
Supplies	**165,417**	166,281
Purchased services and other	**537,281**	519,218
Depreciation and amortization	**48,308**	60,457
Interest – net	**20,593**	22,550
Long-lived assets impairment loss	**–**	10,000
Total expenses	**1,494,880**	1,538,014
Operating loss	**(197,479)**	(73,824)
Investment income	**2,050**	3,876
Deficiency of revenues over expenses	**(195,429)**	(69,948)
Change in pension liability	**(53,981)**	(23,383)
Other	**(58)**	576
Net assets released from restrictions used for purchase of property and equipment	**1,882**	4,685
Decrease in unrestricted net assets	**(247,586)**	(88,070)
Temporarily restricted net assets		
Contributions	**76,152**	2,464
Net realized and unrealized gains on investments	**12**	(3)
Net assets released from restrictions:		
Operations	**(16,275)**	(7,872)
Property, plant, and equipment	**(1,780)**	(4,685)
Other	**(232)**	(2,515)
Increase (decrease) in temporarily restricted net assets	**57,877**	(12,611)

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidated Statements of Operations and Changes in Net (Deficit) Assets (continued)
(In Thousands)

	Year Ended June 30	
	2016	**2015**
Permanently restricted net assets		
Net realized and unrealized losses on investments	**$ (73)**	$ (562)
Contributions	**107**	–
Other	**(104)**	(385)
Decrease in permanently restricted net assets	**(70)**	(947)
Decrease in net assets	**(189,779)**	(101,628)
Net (deficit) assets, beginning of year	**(62,749)**	38,879
Net deficit, end of year	**$ (252,528)**	$ (62,749)

See accompanying notes.

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidated Statements of Cash Flows
(In Thousands)

	Year Ended June 30	
	2016	2015
Operating activities		
Decrease in net assets	$ (189,779)	(101,628)
Adjustments to reconcile decrease in net (deficit) assets to net cash used in operating activities:		
Depreciation and amortization	48,397	60,457
Provision for doubtful accounts	26,734	31,903
Changes in fair value and unrealized and realized losses (gains) on investment, net	(694)	(2,920)
Amortization of bond premium	(359)	(359)
Amortization of deferred debt issuance cost	270	394
Pension related changes	52,326	23,383
Long-lived asset impairment	–	10,000
Gain on disposal of property and equipment	(2,584)	(253)
Loss on sale of physician practice	–	27
Changes in operating assets and liabilities:		
Patient accounts receivable, net	(30,310)	(25,083)
Due to/from government agencies	(1,748)	(7,188)
Other current assets	77,983	(71,751)
Other long-term assets	(47,935)	1,205
Accounts payable and other accrued liabilities	(25,968)	36,120
Non-current liabilities	8,292	759
Net cash used in operating activities	(85,375)	(44,934)
Investing activities		
Purchases of investments	(250,547)	(224,111)
Proceeds from disposal of property and equipment	4,388	1,638
Proceeds from sales of investments	251,518	247,682
Changes in interest in pooled investment fund – short-term	216	921
Changes in assets under bond indenture agreements	718	262
Purchases of property and equipment	(12,357)	(14,607)
Net cash (used in) provided by investing activities	(6,064)	11,785

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidated Statements of Cash Flows (continued)
(In Thousands)

	Year Ended June 30	
	2016	**2015**
Financing activities		
Retirement of debt	**$ (47,643)**	$ –
Repayment of debt	**(6,779)**	(6,606)
Issuance of debt	**105,000**	47,643
Bond issuance costs	**(1,212)**	–
Cash contributions received for the purchase of property and equipment	**–**	187
Net cash provided by financing activities	**49,366**	41,224
Net (decrease) increase in cash and cash equivalents	**(42,073)**	8,075
Cash and cash equivalents at beginning of year	**108,430**	100,355
Cash and cash equivalents at end of year	**$ 66,357**	$ 108,430
Supplemental disclosures of cash flow information		
Cash paid for interest – net of capitalized interest	**$ 20,593**	$ 22,229
Supplemental disclosures of noncash items		
Capitalized interest	**$ 350**	$ 665
Accrued purchases of property and equipment	**$ 555**	$ 270

See accompanying notes.

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Notes to Consolidated Financial Statements

June 30, 2016

1. Organization

Verity Health System of California, Inc., a California nonprofit public benefit corporation (Parent) (formerly named Daughters of Charity Health System) is the sole corporate member of five California nonprofit public benefit corporations that operate five acute care hospitals and other facilities (the Hospitals, see list below) in the state of California. The Parent and the following affiliated entities (collectively, Verity Health System or VHS) operate as a nonprofit health care system in the state of California, with approximately 1,680 licensed acute care and skilled nursing beds.

Verity Health System consists of Parent* and the following:

- O'Connor Hospital*
- Saint Louise Regional Hospital*
- St. Francis Medical Center*
- St. Vincent Medical Center*
- Seton Medical Center (including its unincorporated division, Seton Medical Center Coastside)*
- Verity Business Services
- Marillac Insurance Company, Ltd.
- O'Connor Hospital Foundation
- Saint Louise Regional Hospital Foundation
- St. Francis Medical Center Foundation
- St. Vincent Medical Center Foundation
- Seton Medical Center Foundation
- St. Vincent de Paul Ethics Corporation
- St. Vincent Dialysis Center
- De Paul Ventures, LLC
- Verity Medical Foundation
- Verity Holdings, LLC

* Member of the Obligated Group

With the exceptions of De Paul Ventures, LLC and Marillac Insurance Company, Ltd., each Verity Health System entity named above is exempt from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (IRC).

1. Organization (continued)

On July 17, 2015, Daughters of Charity Ministry Services Corporation, the Parent managed by Blue Mountain Capital Management, LLC (Blue Mountain), and Integrity Healthcare, LLC entered into a System Restructuring and Support Agreement (the Restructuring Agreement) to change the governance of and recapitalize the Parent and certain of its subsidiaries. Under the Restructuring Agreement, the Parent and other members of the Obligated Group were converted from religious corporations to public benefit corporations. In exchange for options to acquire the assets of Verity Health System, Blue Mountain agreed to provide $100,000,000 in funding to the Parent and a commitment to provide additional debt financing at the option of the Corporation. Of the $100,000,000, $27,559,000 was recorded as deferred revenue for the value of the option to purchase the real estate and operating assets of VHS and $72,441,000 was recorded as a restricted contribution to be released pursuant to the terms of the Restructuring Agreement. After approval was obtained from the California Attorney General's office, the transactions contemplated by the Restructuring Agreement closed on December 14, 2015. Effective upon the closing of the transaction, the Parent's board of directors resigned and Daughters of Charity Ministry Services Corporation, acting as sole corporate member of the Parent, appointed an independent board of the Parent and amended the bylaws of the Parent to eliminate the corporate membership rights of Daughters of Charity Ministry Services Corporation as sole corporate member of the Parent and to convert the Parent into a nonprofit corporation without members. The name of the Parent has been amended to be Verity Health System of California, Inc. The Parent and all of its nonprofit corporate affiliates that were not previously public benefit corporations changed status from religious corporations to public benefit corporations under the California Nonprofit Corporation Law.

Verity Health System established an Obligated Group (see listing of entities included in the Obligated Group above) to access the capital markets. Obligated Group members are jointly and severally liable for the long-term debt outstanding under the Bond Master Indenture.

2. Summary of Significant Accounting Policies

Consolidation

The accompanying consolidated financial statements include the accounts of VHS after elimination of intercompany transactions.

2. Summary of Significant Accounting Policies (continued)

Use of Estimates

The preparation of the consolidated financial statements in conformity with U.S. generally accepted accounting principles requires management to make certain estimates and assumptions that affect the reported amounts of assets, liabilities, and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. VHS considers critical accounting policies to be those that require more significant judgments and estimates in the preparation of its consolidated financial statements, including the following: recognition of net patient service revenue, which includes contractual allowances and discounts; provisions for doubtful accounts and charity care; and assumptions for measurement of pension and other postretirement liabilities. Management bases its estimates on historical experience and various other assumptions that it believes are reasonable under the particular facts and circumstances. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents consist primarily of cash and highly liquid marketable securities with original maturities, at the time of purchase, of three months or less.

Patient Accounts Receivable, Allowance for Doubtful Accounts, and Net Patient Service Revenue

Patient accounts receivable and net patient service revenue are reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated settlements under reimbursement agreements with third-party payers. Settlements with third-party payers are accrued on an estimated basis in the period in which the related services are rendered and are adjusted in future periods as final settlements are determined.

VHS manages the receivables by regularly reviewing its patient accounts and contracts and by providing appropriate allowances for uncollectible amounts. These allowances are estimated based upon an evaluation of historical payments, negotiated contracts, and governmental reimbursements. Adjustments and changes in estimates are recorded in the period in which they are determined. The allowance for doubtful accounts for self-pay patients was 49% and 46% of self-pay accounts receivable at June 30, 2016 and 2015, respectively. This percentage does not include the portion of self-pay that is reserved in contractual allowance as self-pay accounts receivable are reserved between allowance for doubtful accounts and contractual allowance.

2. Summary of Significant Accounting Policies (continued)

Patient service revenues, net of contractual allowances and discounts, are as follows (in thousands):

	Year Ended June 30	
	2016	**2015**
Government	**$ 780,884**	$ 881,274
Contracted	**332,686**	380,068
Self-pay and others	**48,109**	53,808
Net patient service revenue	**1,161,679**	1,315,150
Less: Provision for doubtful accounts	**(26,734)**	(31,903)
Net patient service revenue less provision for doubtful accounts	**$ 1,134,945**	$ 1,283,247

Significant concentrations of net patient accounts receivable are as follows:

	June 30	
	2016	**2015**
HMO/PPO/Commercial	**42%**	36%
Medicare	**29**	32
Medi-Cal	**28**	29
Other	**1**	3
Total	**100%**	100%

Inpatient acute care services, outpatient services, and skilled nursing services rendered to Medicare program beneficiaries are paid at prospectively determined rates per discharge. These rates vary according to a patient classification system that is based on clinical, diagnostic, and other factors. Certain inpatient non-acute services and defined capital and medical education costs related to Medicare beneficiaries are paid using a cost reimbursement methodology.

Health care services are provided free of charge or at a significant discount based on a sliding scale to individuals who meet certain financial criteria. VHS makes every effort to determine if a patient qualifies for charity care upon admission. If a patient is determined to qualify for charity

2. Summary of Significant Accounting Policies (continued)

care, services are rendered to the patient free of cost. The costs of providing these services are included in unsponsored community benefit expense and included in net patient service revenue in the consolidated statement of operations. The amount of charity care at cost was $13,981,000 and $13,226,000 for the years ended June 30, 2016 and 2015, respectively.

After satisfaction of amounts due from insurance and the application of financial discounts to patients' balances, and after exhausting all reasonable efforts to collect from the patients, a significant portion of VHS's uninsured and self-pay patient accounts are referred to the third-party agencies based on VHS's established guidelines for further collection activities. As a result, VHS records a significant provision for doubtful accounts related to these uninsured patients in the period the services are rendered.

Payments from Medi-Cal and contracted-rate payers are based on a per-diem, per-discharge, modified cost, or capitated basis or a combination of these.

Adjustments for the finalization of prior year cost reports from both Medicare and Medi-Cal resulted in an increase to patient service revenues of $5,613,000 and $5,176,000, for the years ended June 30, 2016 and 2015, respectively. Additionally, as a result of recent finalized cost reports, management determined that certain allocated reserves related to open prior year Medicare cost reports were no longer necessary, which resulted in a gain of $15,069,000 for the year ended June 30, 2015. St. Francis Medical Center qualified for and received Medi-Cal funding as a disproportionate-share hospital from the state of California under Senate Bill (SB) 855. Related revenues were $27,029,000 and $27,143,000, for the years ended June 30, 2016 and 2015, respectively, and are included in net patient service revenue. Amounts to be received in future years, if any, are subject to annual determination.

The St. Francis Medical Center also received funding for Medi-Cal disproportionate-share hospitals under SB 1255. These SB 1255 funds are paid from the Emergency Services and Supplemental Payments Fund. Related revenues were $7,908,000 and $8,413,000, for the years ended June 30, 2016 and 2015, respectively, and are included in net patient service revenue. This funding must be applied for and approved each year.

The St. Francis Medical Center also qualifies for Medi-Cal funding as a disproportionate-share hospital from the state of California under SB 1732. This SB 1732 program permits health care facilities servicing a disproportionate share of Medi-Cal patients to receive supplemental

2. Summary of Significant Accounting Policies (continued)

reimbursement for a portion of their debt service for qualified capital projects. St. Francis Medical Center has an amendment to its Medi-Cal contract, which was executed on June 19, 1993, for reimbursement related to the St. Francis Medical Center Health Services Pavilion, which was completed in 1991. Related revenues were $2,220,000 and $2,570,000, for the years ended June 30, 2016 and 2015, respectively, and are included in net patient service revenue.

As part of VHS's mission to serve the community, VHS provides care to patients even though they may lack adequate insurance or may participate in programs that do not pay full charges. Reserves for charity care and uncollectible amounts have been established and are netted against patient accounts receivable in the consolidated balance sheets.

Industry Concentration

The receipt of future revenues by VHS is subject to, among other factors, federal and state policies affecting the health care industry. There are future revenue uncertainties that may require that costs be controlled, which will be subject to the capability of management; future economic conditions, which may include an inability to control expenses in periods of inflation; increased competition; and other conditions, which are impossible to predict.

Inventories

Inventories consist of supplies and are stated at the lower of cost or market value, which is determined using the first-in, first-out method. Inventories are reviewed for obsolescence on a periodic basis. Amounts are included in other current assets.

Assets Limited as to Use

Assets limited as to use represent assets designated by the board of directors for future capital improvements, other specific purposes for Marillac over which the board of directors retains control, assets held by trustees under bond indenture agreements, and investments restricted by donors. The board of directors has the full ability to utilize the Marillac assets limited as to use to satisfy the needs of on-going operations, as necessary. Investment income or loss is included in deficiency of revenues over expenses, unless the income or loss is restricted by donor or law. The assets are reflected in the assets limited as to use line item in the consolidated balance sheets.

2. Summary of Significant Accounting Policies (continued)

Investments

Investments received through gifts are recorded at estimated fair value at the date of donation. Gains and losses that result from market fluctuations are recognized in the period that such fluctuations occur. Realized gains or losses resulting from sales or maturities are calculated on an adjusted-cost basis. Adjusted-cost is the original cost of the security adjusted for any purchases or sales during the year. Dividend and interest income are accrued when earned.

Investment income includes the following (in thousands):

	Year Ended June 30	
	2016	**2015**
Interest and dividends	**$ 867**	$ 3,362
Investment fees	**(208)**	(213)
Unrealized gain (loss) on investments – net	**848**	(936)
Net realized gain on sales of securities	**555**	1,660
	2,062	3,873
Amounts included in changes in restricted net assets	**(12)**	3
Investment income	**$ 2,050**	$ 3,876

Property and Equipment

Property and equipment are stated at cost if purchased, and at fair market value if donated. Depreciation of property and equipment is calculated using a half-year convention and the straight-line method for financial statement purposes. Estimated useful lives by classification are as follows:

Land improvements	5–25 years
Buildings	10–40 years
Building service equipment	5–25 years
Equipment	4–20 years

2. Summary of Significant Accounting Policies (continued)

Long-Lived Asset Impairment

VHS routinely evaluates the carrying value of its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset, or related group of assets, may not be recoverable from estimated future undiscounted cash flows generated by the underlying tangible assets. When the carrying value of an asset exceeds the estimated recoverability, an asset impairment charge is recognized. The impairment tests are based on financial projections prepared by management that incorporate anticipated results from programs and initiatives being implemented and market value assessments of the assets. If the projections are not met, or if negative trends occur that impact the future outlook, the value of the long-lived assets may be impaired, which could be material.

In fiscal year 2015, VHS recorded $10,000,000 of impairment for the estimated non-recoverability of the building and select equipment at St. Vincent Medical Center. The amount of impairment was determined using a distressed revenue multiple, and was allocated using comparable prices for similar assets. There is no long-lived asset impairment recorded for the year ended June 30, 2016.

Fair Value of Financial Instruments

The carrying amounts reported in the consolidated balance sheets for cash and cash equivalents, accounts receivable, accounts payable, accrued liabilities, and due to/from government agencies approximate fair value. The fair value of investments is disclosed in Notes 3 and 7, and the fair value of debt is disclosed in Note 8.

Medical Foundation

The VHS Medical Foundation was established in December 2011 and incorporated under the California Nonprofit Religious Corporation regulations as a not-for-profit corporation exempted from IRC Section 501(c)(3). The sole member of this corporation is VHS, acting through its board of directors.

2. Summary of Significant Accounting Policies (continued)

Self Insurance

VHS is self-insured for hospital professional and general liabilities by a wholly-owned self-insured captive insurance company. The provisions for estimated hospital professional and general liability claims include estimates of the ultimate costs for both uninsured reported claims and claims incurred-but-not-reported (IBNR), in accordance with actuarial projections or paid claims lag models based on past experience. Such claim reserves are based on the best data available to VHS; however, these estimates are subject to a significant degree of inherent variability. There is at least a reasonable possibility that a material change to the estimated reserves will occur in the near term. Such estimates are continually monitored and reviewed, and as reserves are adjusted, the differences are reflected in current operations. Management is of the opinion that the associated liabilities recognized in the accompanying consolidated financial statements are adequate to cover such claims.

VHS has entered into reinsurance, stop loss, and excess policy agreements with independent insurance companies to limit its losses on hospital professional and general liability claims.

Hospital professional and general liabilities (HPL/GL) were $16,802,000 and $13,161,000, discounted at a rate of 4% as of June 30, 2016 and 2015, respectively. Management is not aware of any potential hospital professional and general liability claims whose settlement would have a material adverse effect on VHS's consolidated financial position.

Workers' Compensation Insurance

VHS is insured for workers' compensation claims with major independent insurance companies, subject to certain deductibles of $500,000 per occurrence as of June 30, 2016 and 2015. Based on actuarially determined estimates, provisions have been made in the consolidated financial statements, with the current portion included within accrued liabilities and the non-current portion within workers' compensation and hospital professional and general liabilities, for all known claims and IBNR claims as of June 30, 2016 and 2015. Workers' compensation liabilities were $24,751,968 and $24,278,000, discounted using a rate of 4%, as of June 30, 2016 and 2015, respectively. Estimation differences between actual payments and amounts recorded in previous years are recognized as expense in the year such amounts become determinable.

2. Summary of Significant Accounting Policies (continued)

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those for which use by VHS has been limited by donors to a specific time period or purpose. Permanently restricted net assets have been restricted by donors to be maintained by VHS in perpetuity.

California Hospital Fee Program

California legislation established a program in 2009 that imposes a Quality Assurance Fee (QA Fee) on certain general acute-care hospitals in order to make supplemental and grant payments and increased capitation payments (Supplemental Payments) to hospitals up to the aggregate upper payment limit for various periods. There have been four such programs (the Programs) since inception.

The Programs are designed to make supplemental inpatient and outpatient Medi-Cal payments to private hospitals, including additional payments for certain facilities that provide high-acuity care and trauma services to the Medi-Cal population. This hospital QA Fee program provides a mechanism for increasing payments to hospitals that serve Medi-Cal patients, with no impact on the state's General Fund. Payments are made directly by the state or Medi-Cal managed care plans, which will receive increased capitation rates from the state in amounts equal to the Supplemental Payments. Outside of the legislation, the California Hospital Association has created a private program, operated by the California Health Foundation and Trust (CHFT), which was established to alleviate disparities potentially resulting from the implementation of the Programs.

The Programs require full federal approval (i.e., by the Centers for Medicare and Medicaid Services (CMS)) in order for them to be fully enacted. If final federal approval is not ultimately obtained, provisions in the underlying legislation allowed for the QA Fee, previously assessed, and Supplemental Payments, previously received, to be returned and recouped, respectively. As such, revenue and expense recognition is not allowed until full CMS approval was obtained.

2. Summary of Significant Accounting Policies (continued)

In June 2012, the third program (30-Month Program), covering the period from July 2011 to December 2013, was amended to allow for the fee-for-service portion to be administered separately from the managed care portion. The fee-for-service portion of the 30-Month Program was approved in June 2012. In May and June 2013, 24 months of managed care payments were approved by CMS. In December 2014, the final six months of managed care payments were approved by CMS.

In October 2013, the fourth program (36-Month Program), covering the period from January 2014 to December 2016, was signed into law by the governor of California. The fee-for-service payments of the 36-Month Program were approved in December 2014 by CMS. The first six months of expansion managed care payments were approved by CMS in June 2016. The first six months of non-expansion managed care payments were approved by CMS in June 2015. The first six months of expansion managed care payments were approved by CMS in March 2016.

VHS recognized payments to the California Department of Health Care Services for the QA Fee in the amount of $84,221,000 and $134,198,000 and pledge payments to CHFT of $1,228,000 and $2,282,000 within purchased services and other expenses for the years ended June 30, 2016 and 2015, respectively. VHS also recognized Supplemental Payment revenue in the amount of $134,061,000 and $222,467,000 pertaining to the 30-Month and 36-Month Programs within the net patient service revenues for the years ended June 30, 2016 and 2015, respectively.

Meaningful Use Incentives

The American Recovery and Reinvestment Act of 2009 established payments under the Medicare and Medi-Cal programs for certain professionals and hospitals that meaningfully use certified electronic health record (EHR) technology. The Medicare incentive payments are paid out to qualifying hospitals over four consecutive years on a transitional schedule. To qualify for Medi-Cal incentives, hospitals and physicians must annually meet EHR "meaningful use" criteria that become more stringent over three stages as determined by CMS. For the years ended June 30, 2016 and 2015, VHS has recorded meaningful use incentive payments of $507,334 and $7,947,000, respectively. These incentive payments have been recorded as other operating revenue in the VHS consolidated financial statements.

2. Summary of Significant Accounting Policies (continued)

Premium Revenue

Certain entities of VHS have at-risk agreements with various payers to provide medical services to enrollees. Under these agreements, VHS receives monthly payments based on the number of enrollees, regardless of services actually performed by VHS. VHS accrues costs when services are rendered under these contracts, including estimates of IBNR claims and amounts receivable/payable under risk-sharing arrangements.

The IBNR accrual includes an estimate of the costs of services for which VHS is responsible, including out-of-network services.

Other Operating Revenue

Included in other operating revenue are amounts from investments in health-related activities, rental income, cafeteria, and other non-patient care revenue.

Contributions

Unconditional promises to give cash and other assets to VHS are reported at fair value at the date the promise is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets. Net assets released from restrictions used for operations are also included in other operating revenue as contribution revenue to the Hospitals.

2. Summary of Significant Accounting Policies (continued)

Interest Expense

Interest expense on debt issued for construction projects, net of income earned on the funds held pending use, is capitalized from the date of the borrowing until the projects are placed in service. Interest components include the following (in thousands):

	Year Ended June 30	
	2016	**2015**
Total interest expense	**$ 20,943**	$ 23,215
Less: capitalized interest expense	**(350)**	(665)
Net interest expense	**$ 20,593**	$ 22,550

Income Taxes

VHS has established its status as an organization exempt from income taxes under IRC Section 501(c)(3) and the laws of California. Certain activities of the operating entities of VHS may be subject to income taxes; however, such activities are not significant to the consolidated financial statements.

Performance Indicator

Management considers the deficiency of revenues over expenses to be VHS's performance indicator. Deficiency of revenues over expenses includes all changes in unrestricted net assets, except net assets released from restrictions used for purchase of property and equipment, the change in funded status of pension plans, and other.

Certain Obligated Group members have a policy whereby assets are periodically transferred as charitable distributions to subsidiaries of VHS that are not members of the Obligated Group. These transfers are accounted for as direct charges to the Obligated Group members' unrestricted net assets. It is anticipated that Obligated Group members will continue to make asset transfers to the subsidiaries. These transfers are eliminated upon consolidation.

2. Summary of Significant Accounting Policies (continued)

Asset Retirement Obligations (AROs)

AROs are legal obligations associated with the retirement of long-lived assets. These liabilities are initially recorded at fair value, and the related asset retirement costs are capitalized by increasing the carrying amount of the related assets by the same amount as the liability. Asset retirement costs are subsequently depreciated over the useful lives of the related assets. Subsequent to initial recognition, VHS records period-to-period changes in the ARO liability resulting from the passage of time. VHS's ARO liabilities recorded in the consolidated financial statements at June 30, 2016 and 2015, were $3,627,000 and $3,421,000, respectively.

Revenue Guarantees

VHS has agreements with physicians whereby minimum revenues are guaranteed by VHS for stipulated dollar amounts over specified periods, as defined in the contracts. VHS records a liability for the amount of the guaranteed revenue at the time the contract is entered into and adjusts the liability as it is expended. VHS has recorded liabilities of $921,506 and $746,000 as of June 30, 2016 and 2015, respectively.

Recent Accounting Pronouncements

In August 2016, the Financial Accounting Standard Board (FASB) issued Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements for Not-For-Profit Entities*, which will require not-for-profit entities to revise financial presentation to include: net asset classifications, provide quantitative and qualitative information as to available resources and management of liquidity and liquidity risk, information on investment expenses and returns, and the presentation of operating cash flows. The standard aims to help the reader of the financial statements to better understand the financial position of the organization and enhance consistency among similar organizations. ASU 2016-02 is effective for annual periods beginning after December 15, 2017. Early adoption is permitted. VHS is currently evaluating the impact of this new standard on the consolidated financial statements.

2. Summary of Significant Accounting Policies (continued)

In February 2016, the FASB issued ASU No. 2016-02, *Leases, (Topic 842): Amendments to the FASB ASC.* ASU 2016-02 amends the existing accounting standards for lease accounting, including requiring lessees to recognize most leases on their balance sheets and making targeted changes to lessor accounting. The new standard requires a modified retrospective transition approach for all leases existing at, or entered into after, the date of initial application, with an option to use certain transition relief. The amendments in this update are effective for fiscal years (and interim reporting periods within fiscal years) beginning after December 15, 2018. Early adoption of the amendments is permitted for all entities. VHS is currently evaluating the impact of this new standard on the consolidated financial statements.

In May 2015, the FASB issued ASU 2015-07, *Fair Value Measurement (Topic 820),* which removes the requirement to categorize within the fair value hierarchy all investments for which fair value is measured using the net asset value per share practical expedient and limits the disclosure requirement. ASU 2015-07 is effective for annual and interim periods beginning after December 15, 2015. VHS does not believe this standard will have an impact on the consolidated financial statements.

In April 2015, the FASB issued ASU 2015-03, *Interest-Imputation of Interest (Subtopic 835-30),* which changes the presentation of debt issuance costs in the financial statements. Under ASU 2015-03, an entity presents such costs in the balance sheet as a direct deduction from the related debt liability rather than as an asset, and amortization of the costs is reported as interest expense. The guidance is effective for VHS as of July 1, 2016. The adoption of ASU 2015-03 is not expected to have a material impact on the consolidated financial statements.

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606),* and in August 2015, the FASB issued ASU 2015-14, *Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date,* which defers the effective date of ASU 2014-09 by one year. ASU 2014-09 requires the entity to recognize revenue for the transfer of goods or services equal to the amount that it expects to be entitled to receive for those goods or services, effective for periods beginning after December 15, 2017. VHS is currently evaluating the impact of this new standard on the consolidated financial statements.

3. Fair Value Measurements

VHS accounts for certain assets at fair value or on a basis that approximates fair value. A fair value hierarchy for valuation inputs has been established to prioritize the valuation inputs into three levels based on the extent to which inputs used in measuring fair value are observable in the market. Each fair value measurement is reported in one of the three levels, which is determined by the lowest-level input that is significant to the fair value measurement in its entirety. These levels are as follows:

- *Level 1* – Quoted prices are available in active markets for identical assets as of the measurement date. Financial assets in Level 1 include listed equities and money market balances.

- *Level 2* – Pricing inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets. Financial assets in this category generally include asset-backed securities, corporate bonds, municipal bonds, and commingled investment funds.

- *Level 3* – Pricing inputs are generally unobservable for the assets and include situations where there is little, if any, market activity for the investment. The inputs used in determination of fair value require management's judgment or estimation of assumptions that market participants would use in pricing the assets. Therefore, the fair values are determined using factors that involve judgment and interpretations, including discounted cash flow models and similar techniques. There were no Level 3 investments at June 30, 2016 and 2015.

3. Fair Value Measurements (continued)

The following represents assets measured at fair value on a recurring basis (in thousands):

	June 30, 2016		
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Other investments – assets limited as to use:			
Cash equivalents	$ 60,264	$ 60,264	$ –
Debt securities issued by foreign corporations	2,063	–	2,063
Debt securities issued by the U.S. Treasury and other U.S. government corporations	13,919	–	13,919
Government mortgage-backed securities	1,096	–	1,096
Commercial mortgage-backed securities	5,111	–	5,111
Corporate U.S. debt securities	13,450	–	13,450
Index funds	10,416	–	10,416
Investment held in trust account	5,924	–	5,924
	112,243	60,264	51,979
Under bond indenture agreements – assets limited as to use:			
Cash equivalents	25,154	25,154	–
	$ 137,397	$ 85,418	$ 51,979

Verity Health System of California, Inc.
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Notes to Consolidated Financial Statements (continued)

3. Fair Value Measurements (continued)

	June 30, 2015		
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Other investments – assets limited as to use:			
Cash equivalents	$ 12,737	$ 12,737	$ –
Debt securities issued by foreign corporations	1,961	–	1,961
Debt securities issued by the U.S. Treasury and other U.S. government corporations	14,806	–	14,806
Government mortgage-backed securities	1,575	–	1,575
Commercial mortgage-backed securities	4,094	–	4,094
Corporate U.S. debt securities	14,017	–	14,017
Index funds	10,311	–	10,311
Convertible equity	32	–	32
Investment held in trust account	5,282	–	5,282
	64,815	12,737	52,078
Under bond indenture agreements – assets limited as to use:			
Cash equivalents	2,000	2,000	–
Receivables under repurchase agreement	23,871	–	23,871
	$ 90,686	$ 14,737	$ 75,949

There were no transfers to or from Levels 1, 2, or 3 during the years presented. The Level 2 financial assets listed in fair value hierarchy tables above use the following valuation techniques and inputs:

VHS participated in Ascension Health's pooled Catholic Healthcare Investment Management Company (CHIMCO) Alpha Fund, LLC, which is carried at fair value based on quoted market prices, quoted market prices for similar instruments, and observable and unobservable inputs. The pooled fund is composed of cash, equity securities (domestic and foreign), U.S. federal and corporate obligations, to be announced (TBA) mortgage-backed securities, asset-backed securities, and fixed-income securities and is designated as Level 2. Beginning January 1, 2014, VHS moved all of its investments in the Alpha Fund to short-term liquid funds, such as cash and cash equivalents. As of September 2014, VHS sold its investment in the Fund, and Ascension Investment Management no longer manages any funds on behalf of VHS.

3. Fair Value Measurements (continued)

For marketable securities, such as foreign corporation and U.S. government debt securities, government and commercial mortgage-backed securities, TBA mortgaged-backed securities, corporate U.S. debt securities, index funds, and beneficial interest held in trust accounts, wherein identical quoted market prices are not readily available, the fair value of such investments is determined based on market participant pricing or other available market data for comparable instruments and transactions at the measurement date. VHS, therefore, incorporates industry-standard valuation techniques as inputs to fair valuation of its investments designated as Level 2.

VHS's rationale for the assignment of levels is based on types or classes of financial assets, rather than an analysis of each individual asset. Key consideration in the assignment of levels was given to the determination of a security's fair valuation measurement if obtained from an active market, and then further consideration was given for the types of inputs used to evaluate the fair value price. This approach has been supported by management's analysis of the methodology, the evaluated pricing models, and inputs used by its pricing vendors. It is also consistent with industry practice.

Where quoted prices are available in an active market (exchange-traded), the securities are classified as Level 1. It is a market in which transactions occur with sufficient frequency and volume to provide pricing information on an ongoing basis. If quoted market prices are not readily available for a specific financial asset, then value is determined using quoted prices of assets with similar characteristics and is classified as Level 2. Examples of these categories are VHS's investment in high-yield debt securities, collateralized mortgage obligations, and fixed-income prices provided by a broker-dealer. In cases where there is limited activity and less transparency associated with inputs to the valuation, VHS will designate the investments as Level 3.

Investment Held in Trust Accounts

VHS is the beneficiary of a split-interest agreement from a donor. The related assets are controlled and invested by an independent third party. VHS records the assets for its share when formal written or other verifiable documentation is received. VHS's share of the assets is based on the present value of the estimated future distributions to be received by VHS over the term of the agreement. The agreements are carried at fair value based on the underlying assets. VHS used 2% discount rate to value split-interest agreements at June 30, 2016.

3. Fair Value Measurements (continued)

Receivables Under Repurchase Agreements

VHS participated in a repurchase agreement with a custodian, whereby VHS loaned cash from a bond reserve fund to a third party on a short-term basis. The loans were secured by collateral, consisting of various investments that equal the amount of the cash loaned. VHS was paid a fixed rate of return of 4.6% for the amounts loaned. Interest is accrued monthly and paid semi-annually. The amounts of the receivables under repurchase agreements were $0 and $23,871,000 at June 30, 2016 and 2015, respectively, and are included in assets limited as to use under bond indenture agreements. The loans remained in place until the termination date, which was July 1, 2015, at which time these funds were held in cash by the trustee.

4. Property and Equipment

Property and equipment consists of the following (in thousands):

	June 30	
	2016	**2015**
Land	**$ 28,970**	$ 29,955
Land improvements	**20,252**	20,263
Buildings and service equipment	**705,025**	710,572
Equipment	**524,828**	526,830
Construction in progress	**8,139**	5,312
Total	**1,287,214**	1,292,932
Less accumulated depreciation	**(1,042,302)**	(1,010,717)
	$ 244,912	$ 282,215

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Notes to Consolidated Financial Statements (continued)

5. Other Assets

Other current assets consist of the following (in thousands):

	June 30	
	2016	**2015**
Inventories	**$ 21,501**	$ 21,594
Prepaid expenses	**13,129**	6,932
Provider fee receivable	**51,761**	74,176
Other receivable	**5,343**	6,457
Pledges receivable	**2,968**	3,154
Deposit	**5,108**	2,682
Other current assets	**6,463**	6,264
	$ 106,273	$ 121,259

Other long-term assets consist of the following (in thousands):

	June 30	
	2016	**2015**
Notes receivable – primarily secured	**$ 646**	$ 1,143
Ownership interest in health-related activities – net	**3,368**	3,710
Other	**6,347**	4,537
	$ 10,361	$ 9,390

6. Accrued Liabilities and Other Current Liabilities

Accrued liabilities and other current liabilities consist of the following (in thousands):

	June 30	
	2016	**2015**
Wages and benefits	**$ 66,803**	$ 61,406
Out-of-network cost and IBNR	**30,145**	35,556
Management and consulting fee	**30,193**	–
Purchased services	**17,170**	11,019
Provider fee payable	**29,361**	34,192
Other	**43,731**	22,689
Total accrued liabilities	**$ 217,403**	$ 164,862

7. Pension and Other Postretirement Benefit Plans

VHS maintains a single employer defined benefit retirement plan and participates in a multi-employer defined benefit retirement plan. The plans have been frozen for all employees, except members of the California Nurses Association (CNA). Benefits are generally based on age, years of service, and employee compensation. VHS also offers postretirement health care benefits to a limited number of its employees. The postretirement health care benefits are determined based on age and years of service.

The first retirement plan is a multiemployer defined benefit pension plan called Retirement Plan for Hospital Employees (RPHE). The entities that participate in the RPHE are Seton Medical Center, Seton Medical Center Coastside, O'Connor Hospital, Saint Louise Regional Hospital, and Caritas Business Services (however, as noted above, only CNA members at these locations earn new benefits under the plan). Benefits are generally based on years of service and the employee's compensation. Contributions to the plan are based on actuarially determined amounts sufficient to meet the benefits to be paid to plan participants and satisfy IRS funding requirements. VHS contributed cash of $17,223,000 and $14,495,000 to the RPHE during the fiscal years ended June 30, 2016 and 2015, respectively.

7. Pension and Other Postretirement Benefit Plans (continued)

The second retirement plan is a single-employer defined benefit pension plan (the Retirement Plan). VHS associates at St. Francis Medical Center, St. Vincent Medical Center, O'Connor Hospital, Saint Louise Regional Hospital, and the system office are eligible to participate in this plan (however, as noted above, only CNA members continue to earn new benefits under the plan). VHS contributed $12,915,000 and $18,479,000 to the Retirement Plan during the fiscal years ended June 30, 2016 and 2015, respectively.

VHS also maintains a retiree health insurance program (the Postretirement Healthcare Plan), which provides medical benefits to retirees from early retirement to age 65 only. VHS employees at O'Connor Hospital, St. Louise Regional Hospital, Seton Medical Center, and Seton Medical Center Coastside are eligible to participate in this plan. The Postretirement Healthcare Plan is an unfunded plan. VHS contributed $58,000 and $98,000 to the Postretirement Healthcare Plan during the fiscal years ended June 30, 2016 and 2015, respectively.

Defined Contribution Retirement Plans

In addition to the above pension plans, VHS maintains three different defined contribution retirement plans for its employees. One of these defined contribution plans (TSA/403(b)) includes employee voluntary contributions only. A second defined contribution plan (Match Benefit) requires employer contributions and the benefits are based on a percentage of the employees' contributions to the TSA/403(b). A third plan covers all employee groups except members of the CNA and is a fully employer-paid defined contribution plan with benefits based on a percentage of compensation. During the fiscal years ended June 30, 2016 and 2015, the employer's contribution for these three defined contribution plans was $21,749,023 and $24,472,000, respectively.

7. Pension and Other Postretirement Benefit Plans (continued)

The funded status of the Retirement Plan and the Postretirement Healthcare Plan benefits is as follows (in thousands):

	June 30, 2016		June 30, 2015	
	Retirement Plan	**Postretirement Healthcare Plan**	**Retirement Plan**	**Postretirement Healthcare Plan**
Change in benefit obligation:				
Benefit obligation – beginning of year	**$ 523,435**	**$ 3,656**	$ 505,523	$ 5,002
Service cost	**2,062**	**181**	2,162	256
Interest cost	**24,614**	**163**	23,355	215
Actuarial loss (gain)	**47,408**	**(1,986)**	11,728	(1,719)
Benefits paid	**(24,280)**	**(58)**	(19,333)	(98)
Benefit obligation – end of year	**$ 573,239**	**$ 1,956**	$ 523,435	$ 3,656
Accumulated benefit obligation	**$ 563,329**	**$ 1,956**	$ 515,437	$ 3,656

	June 30, 2016		June 30, 2015	
	Retirement Plan	**Postretirement Healthcare Plan**	**Retirement Plan**	**Postretirement Healthcare Plan**
Change in plan assets:				
Fair value of plan assets – beginning of year	**$ 275,824**	**$ –**	$ 275,058	$ –
Actual return on plan assets	**8,133**	**–**	3,271	–
Employer contribution	**12,915**	**58**	18,479	98
Benefits paid	**(24,280)**	**(58)**	(19,333)	(98)
Administrative expenses	**(1,712)**	**–**	(1,651)	–
Fair value of plan assets – end of year	**$ 270,880**	**$ –**	$ 275,824	$ –
Funded status	**$ (302,359)**	**$ (1,956)**	$ (247,611)	$ (3,656)

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Notes to Consolidated Financial Statements (continued)

7. Pension and Other Postretirement Benefit Plans (continued)

Amounts that have not yet been recognized as components of net period benefit cost are as follows (in thousands):

	June 30, 2016		June 30, 2015	
	Retirement Plan	Postretirement Healthcare Plan	Retirement Plan	Postretirement Healthcare Plan
Net actuarial loss (gain)	$ 234,717	$ (12,042)	$ 181,392	$ (11,043)
Prior service costs	–	280	–	352
Total amount not recognized	$ 234,717	$ (11,762)	$ 181,392	$ (10,691)

The components of net period benefit cost and amounts recognized in the consolidated statements of operations and changes in net assets apart from expenses are as follows (in thousands):

	Year Ended June 30, 2016		Year Ended June 30, 2015	
	Retirement Plan	Postretirement Healthcare Plan	Retirement Plan	Postretirement Healthcare Plan
Components of net periodic benefit cost (income):				
Service cost	$ 2,062	$ 181	$ 2,162	$ 256
Interest cost	24,614	163	23,355	215
Expected return on plan assets	(18,611)	–	(18,503)	–
Net prior service cost amortization	–	72	–	72
Amortization of actuarial loss (gain)	4,463	(987)	4,226	(887)
Cost of special events	1,810	–	–	–
Total	$ 14,338	$ (571)	$ 11,240	$ (344)
Change in net assets apart from periodic benefit cost:				
Net actuarial loss (gain)	$ 59,598	$ (1,986)	$ 28,611	$ (1,719)
Deduct:				
Amortization of prior service cost	–	(72)	–	(72)
Amortization of actuarial (loss) gain	(6,273)	987	(4,226)	887
Total	$ 53,325	$ (1,071)	$ 24,385	$ (904)

7. Pension and Other Postretirement Benefit Plans (continued)

The estimated actuarial loss and prior service cost for the Retirement Plan that will be amortized into net periodic benefit cost over the next fiscal year is $6,157,000 and $0, respectively.

The estimated actuarial gain and prior service cost for the Postretirement Healthcare Plan that will be amortized into net periodic benefit cost over the next fiscal year is $(1,193,000) and $72,000, respectively.

Assumptions

The weighted-average assumptions used to determine benefit obligations and net period benefit costs, are as follows:

	June 30, 2016		June 30, 2015	
	Retirement Plan	Postretirement Healthcare Plan	Retirement Plan	Postretirement Healthcare Plan
Weighted-average assumptions used to determine benefit obligations:				
Discount rate	**4.05%**	**3.85%**	4.80%	4.55%
Rate of compensation increase	**2.50%**	**N/A**	2.50%	N/A
Weighted-average assumptions used to determine net periodic benefit costs:				
Discount rate	**4.80%**	**4.55%**	4.70%	4.40%
Expected return on plan assets	**7.00%**	**N/A**	7.25%	N/A
Rate of compensation increase	**2.50%**	**N/A**	3.50%	N/A

Expected Return on Plan Assets

The Retirement Plan's estimated long-term rate of return on pension assets is driven primarily by historical asset-class returns, an assessment of expected future performance, advice from external actuarial firms, and the incorporation of specific asset-class risk factors. Asset allocations are periodically updated using pension plan asset/liabilities studies, and VHS's estimated long-term rates of return are consistent with these studies. The Retirement Plan portfolio return assumption is 6.75% and 7.00% at June 30, 2016 and 2015, respectively.

7. Pension and Other Postretirement Benefit Plans (continued)

Discount Rate

The discount rate assumptions used to determine the postretirement benefit plan obligations and expenses reflect the prevailing rate available on high-quality, fixed-income debt instruments. The rate was based on cash flow analysis that matched estimated future benefit payments to the bond discount yield curve as of June 30, 2016 and 2015.

Other Benefit Assumptions

For the measurement of accumulated postretirement benefit obligations at June 30, 2016, the Postretirement Healthcare Plan assumed health care cost trend rates start at 8.00% in 2016 and decrease by 0.25%-0.50% annually, reaching an ultimate rate of 5.50% in fiscal year 2023. A one-percentage-point change in assumed health care cost trend rates would not have a material effect on VHS's consolidated financial statements.

Plan Assets and Investment Strategy

The following information represents VHS's pension plan assets measured at fair value and indicate the fair value hierarchy and valuation techniques utilized to determine such fair value (in thousands):

	June 30, 2016		
	Total Balance	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Cash equivalents	$ 3,852	$ 3,852	$ –
Common collective trust funds	64,711	–	64,711
Fixed-income funds	91,816	–	91,816
Domestic stocks	46,765	46,765	–
Real estate equity investments	14,002	14,002	–
Foreign stock funds	49,734	–	49,734
Total plan assets	$ 270,880	$ 64,619	$ 206,261

7. Pension and Other Postretirement Benefit Plans (continued)

	June 30, 2015		
	Total Balance	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Cash equivalents	$ 1,637	$ 1,637	$ –
Common collective trust funds	81,255	–	81,255
Fixed-income funds	95,983	–	95,983
Domestic stocks	24,670	24,670	–
Real estate equity investments	19,379	19,379	–
Foreign stock funds	52,900	–	52,900
Total plan assets	$ 275,824	$ 45,686	$ 230,138

As of June 30, 2016, $2,806,336 of the plan's cash balance was held in a separate non-interest-bearing cash account for the purpose of claims disbursement by the plan's administrator.

VHS's investment strategy for the assets of the Retirement Plan is designed to preserve principal while earning returns relative to the overall market consistent with a prudent level of risk. The strategy balances the liquidity needs of the Retirement Plan with the long-term return goals necessary to satisfy future obligations. The target asset allocation is diversified across traditional asset classes. Diversification is also achieved through participation in U.S. and non-U.S. markets, investment manager style, philosophy, and capitalization. The complementary investment styles and approaches used by investment managers are aimed at reducing volatility while capturing the equity premium from the capital markets over the long term. Risk tolerance is established through consideration of plan liabilities, plan funded status, and VHS's consolidated financial condition. Consistent with VHS's fiduciary responsibilities, the fixed-income allocation generally provides for security of principal to meet near-term expenses and obligations. Periodic reviews of the market values and corresponding asset allocation percentages are performed to determine whether a rebalancing of the portfolio is necessary.

7. Pension and Other Postretirement Benefit Plans (continued)

The following were the target asset allocations as of June 30, 2016, by major asset classification:

Fixed-income funds	33%
Domestic stocks	30
Foreign stock funds	20
Inflation linked	17
Total plan assets	100%

Cash Contributions and Benefit Payments

VHS expects to contribute $28,501,000 to the Retirement Plan and $67,000 to the Postretirement Healthcare Plan the fiscal year ending in 2017.

The benefit payments, which reflect expected future service, as appropriate, expected to be paid in each of the next five years, and in aggregate for the next five years, are as follows (in thousands):

	Retirement Plan Benefits	Postretirement Healthcare Benefits
2017	$ 21,563	$ 67
2018	22,949	89
2019	24,628	112
2020	26,295	129
2021	28,718	141
Next five years	159,524	793

7. Pension and Other Postretirement Benefit Plans (continued)

Multiemployer Plan

Certain affiliated entities in Northern California participate in multiemployer defined benefit retirement plans as described below (in thousands):

Plan	Pension Plan Employer Identification Number/Plan Number	Pension Protection Act Zone Status June 30 2016	Pension Protection Act Zone Status June 30 2015	Funding Improvement/ Rehabilitation Plan Status June 30, 2016
Retirement Plan for Hospital Employees	94-2995676/001	Green	Green	No

Pension Protection Act Zone Status (from worst to best):

Critical Status	Red
Seriously Endangered	Orange
Endangered	Yellow
None of the above	Green

Plan	Pension Plan Employer Identification Number/Plan Number	Contributions 2017 (Expected)	Contributions 2016	Contributions 2015	Surcharge Imposed (during 2013)	Collective Bargaining Agreement Expiration Date
Retirement Plan for Hospital Employees	94-2995676/001	$ 19,330	**$ 17,223**	$ 14,588	No	October 31, 2018

Since March 1, 2011, participant benefits were frozen for the non-contractual employees of the two participating affiliates in the Retirement Plan for Hospital Employees. Beginning January 1, 2013, participant benefits were frozen for all Service Employees International Union (SEIU) employees. Certain affiliates will continue to make periodic contributions as needed for eligible participants.

7. Pension and Other Postretirement Benefit Plans (continued)

The contributions for the multiemployer plan were approximately 38% and 45% of the total contributions to the plan for June 30, 2016 and 2015, respectively. There are no minimum contributions required for future periods by the collective-bargaining agreements, statutory obligations, or other contractual obligations for both plans.

The risks of participating in multiemployer plans are different from single-employer plans in the following aspects: (i) assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers; (ii) if a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers; and (iii) if the affiliates choose to stop participating in the multiemployer plan, the affiliates may be required to pay the plan an amount based on the underfunded status of the plan, referred to as a withdrawal liability.

8. Debt

Long-term debt consists of the following (in thousands):

	June 30 2016	2015
California Statewide Communities Development Authority Revenue Bonds Series 2005A, payable in varying installments through 2040, fixed interest rates ranging from 5.00% to 5.25%	**$ 249,850**	$ 253,150
California Statewide Communities Development Authority Revenue Bonds Series 2005F, G, and H (St. Francis Medical Center), payable in varying annual installments through 2026, fixed interest rates ranging from 5.00% to 5.25%	**22,740**	25,530
California Public Finance Authority Revenue Notes (Verity Health System), Series 2015 A and B fixed interest only bonds paying interest at 7.25%. Principal due June 10, 2019	**105,000**	–
Notes payable for Health Center One Mortgage, $6.5 million face value, payable in monthly installments with a lump-sum payment in May 2018, fixed interest rate of 5.85%	**5,329**	5,506
Other	**53**	564
	382,972	284,750
Less current portion	**6,647**	6,833
	376,325	277,917
Plus bond premium	**4,031**	4,391
	$ 380,356	$ 282,308

8. Debt (continued)

Scheduled long-term principal debt payments as of June 30, 2016, are as follows (in thousands):

2017	$ 6,647
2018	11,880
2019	112,090
2020	7,455
2021	7,840
Thereafter	237,060
	$ 382,972

Obligated Group

Verity Health System of California, Inc. and its five hospitals are collectively referred to as the "Obligated Group" or as "Members," and each individually is sometimes referred to herein as a "Member." The Obligated Group is established pursuant to a Master Indenture of Trust, dated December 1, 2001, as supplemented to date (the Master Indenture), between the Obligated Group and U.S. Bank National Association, as successor master trustee (the Master Trustee). The Obligated Group is jointly and severally liable for obligations issued pursuant to and outstanding under the Master Indenture (Obligations).

Each of the Obligated Group Members has executed one or more deeds of trust pursuant to which the respective Obligated Group Member has granted for the benefit of the Master Trustee, a first lien on, and security interest in, the hospitals and certain other parcels of property owned by such Obligated Group Members, subject to permitted liens, as security for the performance of the Obligated Group Members' obligations under the Master Indenture. Additionally, each of the Obligated Group Members has created a gross revenue fund with its depository bank to further secure its gross revenues for the benefit of the Master Trustee.

The Master Indenture and certain other Obligated Group's financing agreements contain restrictive covenants, including maintenance of a debt ratio, limitations on the amount of any additional borrowings, and limitations on the disposal or transfer of assets to non-obligated group members. Additionally, the financing agreements require that funds are established with, and controlled by, a trustee during the period the bonds remain outstanding. The Obligated Group has complied with such financial covenants and restrictions at June 30, 2016.

8. Debt (continued)

Long-Term Debt

Series 2005 Bonds.

In March 2005, the California Statewide Communities Development Authority (CSCDA), on behalf of Daughters of Charity Health System (now known as VHS), issued four series of revenue bonds in the aggregate principal amount of $364,655,000 (the 2005 Bonds). The 2005 Bonds were comprised of $259,125,000 of 2005 Series A bonds, $39,715,000 of Series F bonds, $48,245,000 of Series H bonds, and $17,570,000 of Series H bonds. The issuance of the 2005 Bonds generated original issue premiums of $12,929,196. A portion of the proceeds of the 2005 was used to refinance prior bonds and finance the costs of constructing, improving, renovating, and equipping certain improvements to the facilities of the Obligated Group. The 2005 Series F bonds matured and were paid pursuant to their terms on July 1, 2010.

The Series 2005 Bonds are a limited obligation of CSCDA and are payable solely from payments made by the Obligated Group. Payment of principal and interest on the Series 2005 Bonds is secured by Obligations issued pursuant to the Master Indenture.

Series 2015 Notes.

On December 14, 2015, the California Public Finance Authority issued an aggregate of $160,000,000 of Revenue Notes (Verity Health System) Series 2015A, B, C, and D (collectively, the 2015 Notes) for the benefit of VHS. There are four series of 2015 Notes. The Series 2015A, B, and D Notes are tax exempt, and the Series 2015C Notes are taxable. While all of the 2015 Notes were authorized and issued, only the Series 2015A Notes ($60,000,000) and the 2015B Notes ($45,000,000) were funded as of June 30, 2016. The Series 2015C Notes ($10,000,000) and the Series 2015D Notes ($45,000,000) were funded on September 19 and October 31, 2016, respectively. A portion of the proceeds of the 2015 Notes was used, together with other funds, to pay the principal of and accrued and unpaid interest on the 2014 Bonds that matured on December 15, 2015.

The 2015 Notes are secured by an Obligation (as defined in the Master Indenture) on parity with other Obligations issued pursuant to the Master Indenture. In addition to their parity lien under the Master Indenture, the 2015 Notes have additional lien rights on the Obligated Group's accounts receivable and in certain properties owned by St. Francis Medical Center and Saint Louise Regional Hospital.

8. Debt (continued)

Short-Term Debt

Series 2014 Bonds.

On July 30, 2014, the CSCDA issued an aggregate of $110,000,000 of Revenue Bonds (Daughters of Charity Health System), Series 2014 A and B (the Series 2014 A and B Bonds) on behalf of Daughters of Charity Health System (now known as VHS). On August 28, 2014, CSCDA issued an additional $15,000,000 of Revenue Bonds (Daughters of Charity Health System), Series 2014 C (together with the Series 2014 A and B Bonds, the "Series 2014 Bonds"). The Series 2014 Bonds were secured by Obligations issued pursuant to the Master Indenture and (1) a first priority lien on the accounts receivable of St. Francis Medical Center, St. Vincent Medical Center, O'Connor Hospital, Saint Louise Regional Hospital, Seton Medical Center, and Seton Coastside as a division of Seton Medical Center; and (2) first priority Deeds of Trust and related subordination agreements with the Master Trustee on certain property of St. Francis Medical Center and Saint Louise Regional Hospital (collectively, the 2014 Priority Assets). The Master Trustee subordinated its interest in the 2014 Priority Assets to the Series 2014 Bond trustee. The Series 2014 Bonds were also secured by a parity lien under the Master Indenture.

Interest accrued at the rate of 6% and was paid on a monthly basis. The Series 2014 Bonds had an initial maturity date of July 10, 2015, and the Series 2014 Bonds were recorded as short-term debt on the VHS consolidated balance sheets as of June 30, 2015. That maturity date was extended to December 15, 2015. On December 15, 2015, VHS paid the full redemption price of the Series 2014 Bonds, which included principal (inclusive of undrawn proceeds of $76,212,000 recorded as other restricted assets as of June 30, 2015), and all accrued and unpaid interest thereon.

Fair Values

The fair value of VHS's bond indebtedness is estimated based on the quoted market prices for the same or similar issues or on the current rates offered for debt of the same remaining maturities. The estimated fair values of the VHS's debt instruments as of June 30, 2016 and 2015, are $336,803,500 and $393,704,000, respectively, and are valued using Level 2 inputs. The reported fair value of VHS's bond indebtedness instruments excludes the full value of an irrevocable principal pre-payment of $6,090,000 and $5,795,000 made as of June 30, 2016 and June 30, 2015, respectively. The fair value amounts do not represent the amount that would be required to expend to retire the indebtedness.

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Notes to Consolidated Financial Statements (continued)

9. Functional Classification of Expense

The following is a functional classification of Verity's expenses:

	Year Ended June 30	
	2016	**2015**
Health services	**$ 1,193,112**	$ 1,227,560
General and administrative	**301,768**	310,454
	$ 1,494,880	$ 1,538,014

10. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets are available for the following purposes (in thousands):

	June 30	
	2016	**2015**
Equipment and expansion	**$ 3,522**	$ 4,823
Research and education	**2,848**	2,965
Restricted contribution	**60,367**	–
Charity and other	**6,593**	7,665
Total temporarily restricted net assets	**73,330**	15,453
Permanently restricted net assets	**8,137**	8,207
Total restricted net assets	**$ 81,467**	$ 23,660

Equipment and expansion relate to assets held by VHS, which are restricted by donors or grantors to be used specifically for equipment, capital projects, or other capital needs.

Research and education relate to assets held by VHS, which are restricted by donors or grantors to be used in specific research or education programs.

Restricted contribution is the remaining portion of the contribution recognized at the time of the transaction contemplated by the Restructuring Agreement (see Note 1 "Organization"). The restriction of this contribution will be lifted pursuant to the terms of the Restructuring Agreement.

10. Temporarily and Permanently Restricted Net Assets (continued)

Charity and other relate mainly to assets held by VHS, which are restricted by donors or grantors to be used in specific health care programs for charity care and other medical and patient services.

Permanently restricted net assets of $8,137,000 and $8,207,000 at June 30, 2016 and 2015, respectively, are restricted to investments to be held in perpetuity, with the income expendable to support VHS's mission.

Endowments

VHS and five of its consolidated charitable foundations follow the Uniform Prudent Management of Institutional Funds Act (UPMIFA). UPMIFA eliminates the concept of "historic dollar value" and allows an institution to spend or accumulate as the board determines is prudent for the uses, benefits, purposes, and duration of the endowment fund unless the gift instrument states a particular spending rate or formula. California's version of UPMIFA also includes a rebuttable provision that spending greater than 7% of the average fair market value (calculated at least quarterly over a minimal period of three years) is presumed to be imprudent.

In accordance with UPMIFA, VHS considers the following factors when appropriating or accumulating an endowment fund: (i) general economic conditions, (ii) effects of inflation and deflation, (iii) the purposes of the institution and the endowment fund, (iv) expected total return from income and appreciation of investments, (v) VHS's other resources, (vi) the duration and preservation of the endowment fund, and (vii) VHS's investment policies.

From time to time, the fair value of assets associated with individual endowment funds may fall below the level that the donor or UPMIFA requires VHS to retain as a fund of perpetual duration. Deficiencies of this nature that are reported in unrestricted net assets were not material as of June 30, 2016 and 2015. These deficiencies resulted from unfavorable investment market fluctuations.

VHS has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Under these policies, as approved by the boards of trustees of the charitable foundations, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results while assuming a moderate level of investment risk.

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Notes to Consolidated Financial Statements (continued)

10. Temporarily and Permanently Restricted Net Assets (continued)

To satisfy its long-term rate-of-return objectives, VHS relies on a balanced investment strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends).VHS targets a diversified asset allocation that places a great emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

The endowment net asset composition by type of fund consists of the following (in thousands):

	June 30, 2016			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	$ 606	$ 789	$ 8,137	$ 9,532
Total funds	$ 606	$ 789	$ 8,137	$ 9,532

	June 30, 2015			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	$ 596	$ 778	$ 8,207	$ 9,581
Total funds	$ 596	$ 778	$ 8,207	$ 9,581

The changes in endowment net assets are as follows (in thousands):

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Balance at June 30, 2014	$ 1,259	$ 1,013	$ 9,154	$ 11,426
Net losses – realized and unrealized	(663)	(235)	(562)	(1,460)
Other	–	–	(385)	(385)
Balance at June 30, 2015	596	778	8,207	9,581
Net gains (losses) – realized and unrealized	**10**	**11**	**(73)**	**(52)**
Other	**–**	**–**	**3**	**3**
Balance at June 30, 2016	**$ 606**	**$ 789**	**$ 8,137**	**$ 9,532**

11. Commitments and Contingent Liabilities

Standby Letter of Credit

Marillac, a subsidiary of VHS, pledged $36,939,150 of its investments to support a standby letter of credit issued in favor of Old Republic Insurance Company, one of the Parent's insurers, at June 30, 2016.

Litigation

Certain entities of VHS are defendants in various actions arising from their health care service activities. It is the opinion of management, after consulting with legal counsel, that such actions will not have a material adverse effect on VHS's consolidated financial position or results of operations as of June 30, 2016. Therefore, based on the information provided by its legal counsel, VHS has accrued $1,240,000 and $1,369,000 as of June 30, 2016 and 2015, respectively, which were related to certain of these actions. VHS evaluates recoveries from insurance coverage separately from its liability, and when appropriate, an asset is recorded separately from the associated liability.

As part of its ongoing compliance program, VHS routinely reviews arrangements between physicians and its hospitals. In September and October 2013, VHS made a voluntary self-disclosure to the federal government (in accordance with federal self-disclosure guidelines) related to certain financial arrangements between physicians and one of its hospitals, Seton Medical Center (SMC), that might constitute potential violations of federal regulatory standards. Pursuant to a settlement agreement entered into by SMC with CMS, effective as of November 6, 2015, SMC paid to CMS the sum of $815,000, and CMS agreed to release SMC from administrative liabilities and claims under section 1877(g)(1) of the Social Security Act relating to the matters addressed in the voluntary self-disclosure. VHS filed a self-disclosure with the U.S. Department of Health & Human Services Office of the Inspector General (OIG) indicating possible violations of the Stark Law and the Anti-Kickback Statute by Seton Medical Center. The date of the letter is October 13, 2016. The OIG informed VHS on November 17, 2016, that the disclosure was officially accepted into the Self-Disclosure Protocol. VHS understands that the OIG will next assign the matter to one of its staff attorneys to review. With respect to the facts, VHS continues to investigate to ascertain the amount of potential damages or penalties, and that review is ongoing.

11. Commitments and Contingent Liabilities (continued)

VHS and certain other entities and individuals have been named as defendants in a punitive class action complaint under ERISA. The complaint alleges that VHS's Retirement plan, a defined benefit "church plan" exempt from ERISA, is not a "church plan" and seeks orders, among other relief, requiring the plan to be brought into compliance with ERISA's minimum funding, reporting, and other administrative requirements. This class action has been settled.

VHS is a named defendant in a breach of contract, unjust enrichment, and declaratory relief complaint filed by Prime Healthcare Services, Inc. and Prime Healthcare Foundation, Inc. and captioned *Prime Healthcare Services, Inc., et al., vs. Blue Mountain Management Capital, et al.*, in the Superior Court of California, County of San Bernardino, and San Bernardino Justice Center. The complaint alleges that VHS and the other defendants materially breached the Definitive Agreement entered into between Prime Healthcare Services, Inc., Prime Healthcare Foundation, Inc. and VHS in October 2014 and that the defendants also unjustly enriched themselves at the plaintiff's expense and seeks, among other relief, $135 million in damages. VHS has filed a cross-complaint seeking $40 million. The parties are engaged in discovery and the case is currently scheduled for trial in June 2017. At this time, management cannot accurately estimate the amounts of any payments or settlements that might result, or if additional related issues will arise. There can be no guarantee that any resulting payments or settlements will not have a material adverse impact on VHS's consolidated financial position or results of operations.

Laws and Regulations

The health care industry is subject to numerous laws and regulations of federal, state, and local governments. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as regulatory actions unknown or unasserted at this time. These laws and regulations include, but are not necessarily limited to, matters, such as licensure, accreditation, government health care program participation requirements, reimbursement laws and regulations, anti-referral laws, and false claims prohibitions. In recent years, government activity has increased with respect to investigations and allegations concerning possible violations of reimbursement, false claims, and anti-referral statutes and regulations by health care providers. Certain entities of VHS are subject to such laws and regulations and to governmental investigations, whistle-blower lawsuits, and other legal proceedings concerning such laws and regulations. Violations of these laws and regulations could result in expulsion from government health care programs, as well as imposition of significant fines and penalties and significant repayments for patient services previously reimbursed.

11. Commitments and Contingent Liabilities (continued)

VHS has 6,682 employees as of June 30, 2016, of whom just over 3,954 are full-time employees. Approximately 76% of these employees are employed by VHS entities and are represented by collective bargaining units. Majority of the employees are represented by collective bargaining agreements with Service Employees International Union (SEIU) and California Nurses Association (CNA). The agreement with SEIU, representing 41% of these employees, will expire on October 31, 2018, and the agreement with CNA, representing 22% of these employees, expired on April 30, 2016, and is currently in the process of being negotiated. Employee strikes or other adverse labor actions may have a material adverse impact on VHS's consolidated financial position or results of operations.

Lease Commitments

Future minimum lease payments under VHS's significant non-cancelable operating leases (with initial or remaining lease terms in excess of one year) as of June 30, 2016, are as follows (in thousands):

	Operating Leases
2017	$ 9,521
2018	5,791
2019	3,830
2020	3,871
2021	3,235
Thereafter	2,970
	$ 29,218

Rent expense was $19,501,000 and $22,318,000 for the years ended June 30, 2016 and 2015, respectively.

11. Commitments and Contingent Liabilities (continued)

Seismic Standards

VHS assessed its earthquake retrofit requirements for health care facilities under a state of California law SB 90 that can allow a delay of up to seven years from the January 1, 2013, deadline for Structural Performance Category 1 (SPC-1) retrofits. This affects six buildings at three of VHS's hospitals. The previously reported seventh building, the St. Vincent Medical Center Central Plant, has been upgraded to SPC-2 status. Extensions have been approved by the Office of Statewide Health Planning and Development as follows:

St. Vincent Medical Center Main Hospital must meet SP-2 standards by January 1, 2019. St. Vincent Medical Center Doheny Wing must meet SP-2 standards by July 1, 2019.

O'Connor Hospital 1953 Building must meet SPC-2 standards by July 1, 2019. O'Connor Hospital 1953 Boiler Plant/Laundry must meet SPC-2 standards by January 1, 2019.

Seton Medical Center Main Tower and Seton Medical Center Front Wing must meet SP-2 standards by July 1, 2019.

12. Subsequent Events

VHS has evaluated subsequent events and disclosed all material events through December 8, 2016, which is the date these consolidated financial statements of VHS were issued.

VHS entered into an extended supply support agreement with Premier Healthcare Solutions to redesign the supply chain infrastructure and operations over a three-year period beginning September 1, 2016, to improve resource utilization.

In October 2016, VHS engaged Conifer Health Solutions for its expertise as a single-source revenue cycle management provider. The multi-year agreement will yield optimized revenue cycle operations for the health system's six facilities, enhanced operating efficiency and reduced administrative expenses.

Supplementary Schedules

Building a better working world

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Report of Independent Auditors on Supplementary Information

The Board of Directors
Verity Health System of California, Inc.

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidating financial statement schedules for Verity Health System of California, Inc. are presented for the purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Ernst + Young LLP

December 8, 2016

A member firm of Ernst & Young Global Limited

Verity Health System of California, Inc.

(Formerly Daughters of Charity Health System)

Consolidating Balance Sheet

As of June 30, 2016

(In Thousands)

	O'Connor Hospital	Seton Medical Center	Seton Medical Center Coastside	St. Francis Medical Center	Saint Louise Regional Hospital	St. Vincent Medical Center	System Office	Eliminations	Obligated Group Subtotal
Assets									
Current assets:									
Cash and cash equivalents	$ 2,663	$ 4,875	$ 256	$ 21,598	$ 3,934	$ 7,153	$ 3,467	$ –	$ 43,946
Patient accounts receivable	31,505	23,933	4,695	58,838	10,631	25,632	–	–	155,234
Due from government agencies	2,307	1,795	–	10,444	219	5,372	–	–	20,137
Due from related organizations	8,000	24,682	–	262,631	5,855	13,948	202,540	(477,535)	40,121
Other current assets	15,360	8,696	261	42,648	4,887	16,875	9,301	–	98,029
Other restricted assets	–	–	–	–	–	–	–	–	–
Total current assets	59,835	63,981	5,212	396,159	25,526	68,980	215,308	(477,535)	357,467
Assets limited as to use:									
Other investments	–	–	–	–	–	2,967	–	–	2,967
Under bond indenture agreements	–	–	–	–	–	–	25,154	–	25,154
Total assets limited as to use	–	–	–	–	–	2,967	25,154	–	28,121
Property and equipment, net	32,875	27,210	386	98,233	12,099	44,755	293	–	215,851
Other long-term assets	18	86	2	329	5	139	6,981	–	7,560
Total assets	$ 92,728	$ 91,277	$ 5,600	$ 494,721	$ 37,630	$ 116,841	$ 247,736	$ (477,535)	$ 608,999

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Balance Sheet (continued)

As of June 30, 2016
(In Thousands)

	Obligated Group Subtotal	Marillac Insurance Company, Ltd.	Verity Medical Foundation	Verity Business Services	Verity Holdings, LLC	All Other Entities	Eliminations	VHS Total
Assets								
Current assets:								
Cash and cash equivalents	$ 43,946	$ 2,707	$ 2,881	$ 53	$ 13,041	$ 3,729	$ –	$ 66,357
Patient accounts receivable	155,234	–	4,413	–	–	677	–	160,324
Due from government agencies	20,137	–	–	–	–	–	–	20,137
Due from related organizations	40,121	–	5,496	9,387	–	933	(55,937)	–
Other current assets	98,029	5,464	2,209	429	539	4,031	(4,428)	106,273
Other restricted assets	–	–	–	–	12,074	–	–	12,074
Total current assets	357,467	8,171	14,999	9,869	25,654	9,370	(60,365)	365,165
Assets limited as to use:								
Other investments	2,967	47,895	–	–	48,294	13,087	–	112,243
Under bond indenture agreements	25,154	–	–	–	–	–	–	25,154
Total assets limited as to use	28,121	47,895		–	48,294	13,087	–	137,397
Property and equipment, net	215,851	–	1,798	295	26,692	276	–	244,912
Other long-term assets	7,560	–	519	117	55	2,110	–	10,361
Total assets	$ 608,999	$ 56,066	$ 17,316	$ 10,281	$ 100,695	$ 24,843	$ (60,365)	$ 757,835

Verity Health System of California, Inc.

(Formerly Daughters of Charity Health System)

Consolidating Balance Sheet (continued)

As of June 30, 2016

(In Thousands)

	O'Connor Hospital	Seton Medical Center	Seton Medical Center Coastside	St. Francis Medical Center	Saint Louise Regional Hospital	St. Vincent Medical Center	System Office	Eliminations	Obligated Group Subtotal
Liabilities and net assets									
Current liabilities:									
Accounts payable	$ 8,968	$ 5,490	$ 102	$ 4,337	$ 1,877	$ 6,782	$ 4,582	$ –	$ 32,138
Accrued liabilities and other current liabilities	27,286	32,469	1,639	59,627	9,380	25,486	38,678	–	194,565
Current portion of long-term debt	699	857	–	3,642	424	783	–	–	6,405
Due to government agencies	–	–	–	–	–	1,155	–	–	1,155
Due to related organizations	148,039	82,663	19,694	92	52,875	156,061	33,928	(477,535)	15,817
Total current liabilities	184,992	121,479	21,435	67,698	64,556	190,267	77,188	(477,535)	250,080
Pension obligations	62,132	486	64	117,726	6,959	94,797	19,363	–	301,527
Workers' compensation & HPL/GL	–	–	–	–	–	–	5,199	–	5,199
Other long-term liabilities	179	2,773	–	173	–	2,215	27,559	–	32,899
Long-term debt – net of current portion	49,154	60,248	–	71,984	29,774	55,025	109,031	–	375,216
Total liabilities	296,457	184,986	21,499	257,581	101,289	342,304	238,341	(477,535)	964,921
Net (deficit) assets:									
Unrestricted	(203,729)	(93,709)	(15,899)	237,088	(63,659)	(228,756)	9,396	–	(359,267)
Temporarily restricted	–	–	–	52	–	622	–	–	674
Permanently restricted	–	–	–	–	–	2,671	–	–	2,671
Total net (deficit) assets	(203,729)	(93,709)	(15,899)	237,140	(63,659)	(225,463)	9,396	–	(355,922)
Total liabilities and net assets	$ 92,728	$ 91,277	$ 5,600	$ 494,721	$ 37,630	$ 116,841	$ 247,736	$ (477,535)	$ 608,999

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Balance Sheet (continued)

As of June 30, 2016
(In Thousands)

	Obligated Group Subtotal	Marillac Insurance Company, Ltd.	Verity Medical Foundation	Verity Business Services	Verity Holdings, LLC	All Other Entities	Eliminations	VHS Total
Liabilities and net assets								
Current liabilities:								
Accounts payable	$ 32,138	$ 178	$ 3,767	$ 54	$ 225	$ –	$ –	$ 36,362
Accrued liabilities and other current liabilities	194,565	15,317	6,112	1,793	499	143	(1,026)	217,403
Current portion of long-term debt	6,405	–	54	–	188	–	–	6,647
Due to government agencies	1,155	–	–	–	–	–	–	1,155
Due to related organizations	15,817	–	2,990	6,310	–	30,821	(55,938)	–
Total current liabilities	250,080	15,495	12,923	8,157	912	30,964	(56,964)	261,567
Pension obligations	301,527	–	–	–	–	–	–	301,527
Workers' compensation & HPL/GL	5,199	31,749	–	–	–	–	(3,401)	33,547
Other long-term liabilities	32,899	–	–	–	253	214	–	33,366
Long-term debt – net of current portion	375,216	–	–	–	5,140	–	–	380,356
Total liabilities	964,921	47,244	12,923	8,157	6,305	31,178	(60,365)	1,010,363
Net (deficit) assets:								
Unrestricted	(359,267)	8,822	4,393	2,124	34,022	(24,089)	–	(333,995)
Temporarily restricted	674	–	–	–	60,368	12,288	–	73,330
Permanently restricted	2,671	–	–	–	–	5,466	–	8,137
Total net (deficit) assets	(355,922)	8,822	4,393	2,124	94,390	(6,335)	–	(252,528)
Total liabilities and net assets	$ 608,999	$ 56,066	$ 17,316	$ 10,281	$ 100,695	$ 24,843	$ (60,365)	$ 757,835

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Statement of Operations

For the Year Ended June 30, 2016
(In Thousands)

	O'Connor Hospital	Seton Medical Center	Seton Medical Center Coastside	St. Francis Medical Center	Saint Louise Regional Hospital	St. Vincent Medical Center	System Office	Eliminations	Obligated Group Subtotal
Unrestricted revenues and other support:									
Net patient service revenue	$ 241,063	$ 198,552	$ 19,743	$ 381,146	$ 82,898	$ 198,029	$ –	$ –	$ 1,121,431
Provision for doubtful accounts	(3,651)	(5,041)	118	(9,210)	(2,088)	(6,323)	–	–	(26,195)
Net patient service revenue less provision for doubtful accounts	237,412	193,511	19,861	371,936	80,810	191,706	–	–	1,095,236
Premium revenue	625	–	–	79,191	–	16,596	–	(246)	96,166
Other operating revenue	7,324	888	570	3,456	153	1,131	129,109	(128,865)	13,766
Contributions	91	123	15	3,901	24	95	–	–	4,249
Total unrestricted revenues and other support	245,452	194,522	20,446	458,484	80,987	209,528	129,109	(129,111)	1,209,417
Expenses:									
Salaries and benefits	168,114	143,527	15,639	194,710	54,557	102,451	18,958	–	697,956
Supplies	37,962	29,993	1,690	37,239	7,548	46,435	(2,111)	–	158,756
Purchased services and other	85,872	72,577	3,112	179,770	27,193	95,464	136,987	(129,111)	471,864
Depreciation and amortization	9,836	7,976	184	13,957	2,659	9,832	493	–	44,937
Interest – net	3,184	3,385	13	4,022	2,178	4,485	3,034	–	20,301
Total expenses	304,968	257,458	20,638	429,698	94,135	258,667	157,361	(129,111)	1,393,814
Operating (loss) income	(59,516)	(62,936)	(192)	28,786	(13,148)	(49,139)	(28,252)	–	(184,397)
Investment income	–	–	–	–	–	–	693	–	693
(Deficiency) excess of revenues over expenses	(59,516)	(62,936)	(192)	28,786	(13,148)	(49,139)	(27,559)	–	(183,704)

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Statement of Operations (continued)

For the Year Ended June 30, 2016
(In Thousands)

	O'Connor Hospital	Seton Medical Center	Seton Medical Center Coastside	St. Francis Medical Center	Saint Louise Regional Hospital	St. Vincent Medical Center	System Office	Eliminations	Obligated Group Subtotal
Change in pension liability	$ (7,886)	$ 410	$ 54	$ (23,590)	$ (1,817)	$ (20,157)	$ (995)	$ –	$ (53,981)
Other	(17,105)	(7,168)	(1,031)	(2,892)	(5,272)	(9,001)	423	–	(42,046)
Net assets released from restrictions used for purchase of property and equipment	736	920	–	148	36	63	–	–	1,903
(Decrease) increase in unrestricted net assets	$ (83,771)	$ (68,774)	$ (1,169)	$ 2,452	$ (20,201)	$ (78,234)	$ (28,131)	$ –	$ (277,828)

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Statement of Operations (continued)

For the Year Ended June 30, 2016
(In Thousands)

	Obligated Group Subtotal	Marillac Insurance Company, Ltd.	Verity Medical Foundation	Verity Business Services	Verity Holdings, LLC	All Other Entities	Eliminations	VHS Total
Unrestricted revenues and other support:								
Net patient service revenue	$ 1,121,431	$ –	$ 35,369	$ –	$ –	$ 4,879	$ –	$ 1,161,679
Provision for doubtful accounts	(26,195)	–	(506)	–	–	(33)	–	(26,734)
Net patient service revenue less provision for doubtful accounts	1,095,236	–	34,863	–	–	4,846	–	1,134,945
Premium revenue	96,166	–	26,682	–	–	1		122,849
Other operating revenue	13,766	12,943	6,465	17,019	8,643	(24)	(35,850)	22,962
Contributions	4,249	–	–	–	12,074	322	–	16,645
Total unrestricted revenues and other support	1,209,417	12,943	68,010	17,019	20,717	5,145	(35,850)	1,297,401
Expenses:								
Salaries and benefits	697,956	–	21,799	12,612	145	3,381	(12,612)	723,281
Supplies	158,756	–	5,310	127	110	1,241	(127)	165,417
Purchased services and other	471,864	17,693	58,846	4,175	6,544	1,165	(23,006)	537,281
Depreciation and amortization	44,937	–	1,952	105	1,384	35	(105)	48,308
Interest – net	20,301	–	(25)	–	317	–	–	20,593
Total expenses	1,393,814	17,693	87,882	17,019	8,500	5,822	(35,850)	1,494,880
Operating (loss) income	(184,397)	(4,750)	(19,872)	–	12,217	(677)	–	(197,479)
Investment income	693	1,340	–	–	–	17	–	2,050
(Deficiency) excess of revenues over expenses	(183,704)	(3,410)	(19,872)	–	12,217	(660)	–	(195,429)

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Statement of Operations (continued)

For the Year Ended June 30, 2016
(In Thousands)

	Obligated Group Subtotal	Marillac Insurance Company, Ltd.	Verity Medical Foundation	Verity Business Services	Verity Holdings, LLC	All Other Entities	Eliminations	VHS Total
Change in pension liability	$ (53,981)	$ –	$ –	$ –	$ –	$ –	$ –	$ (53,981)
Other	(42,046)	–	19,382	–	21,807	799	–	(58)
Net assets released from restrictions used for purchase of property and equipment	1,903	–	–	–	–	(21)	–	1,882
(Decrease) increase in unrestricted net assets	$ (277,828)	$ (3,410)	$ (490)	$ –	$ 34,024	$ 118	$ –	$ (247,586)

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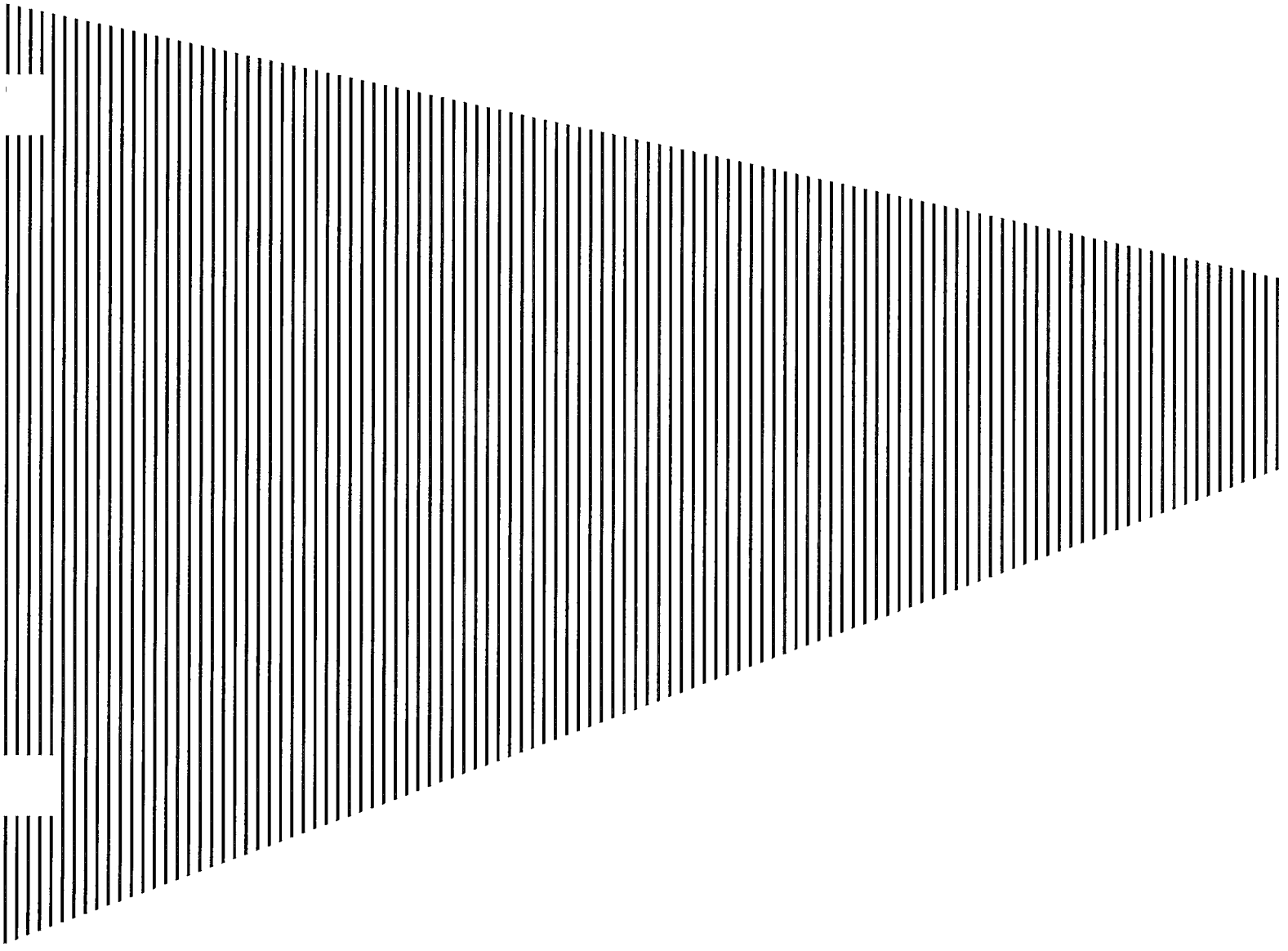

Verity Health System of California, Inc.

(Formerly Daughters of Charity Health System)

Consolidated Financial Statements

As of and for the Years Ended June 30, 2017 and 2016 and Supplementary Information as of and for the Year Ended June 30, 2017

The report accompanying these financial statements was issued by BDO USA, LLP, a Delaware limited liability partnership and the U.S. member of BDO International Limited, a UK company limited by guarantee.

BDO

Verity Health System of California, Inc.

(Formerly Daughters of Charity Health System)

Consolidated Financial Statements

As of and for the Years Ended June 30, 2017 and 2016 and
Supplementary Information as of and for the Year Ended June 30, 2017

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

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Independent Auditor's Report

Board of Directors
Verity Health System
Redwood City, California

We have audited the accompanying consolidated financial statements of Verity Health System of California, Inc., which comprise the consolidated balance sheet as of June 30, 2017, and the related consolidated statements of operations and changes in net (deficit) assets and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We did not audit the financial statements of Marillac Insurance Company, Ltd. (Marillac), a wholly-owned subsidiary, which statements reflect total assets of $52,503,262 at June 30, 2017 and total revenues of $12,635,815 for the year then ended. Those statements were audited by other auditors, whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for such subsidiary, is based solely on the report of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

BDO

Opinion

In our opinion, based on our audit and the report of the other auditors, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Verity Health System of California, Inc. as of June 30, 2017, and the consolidated results of its operations, and the changes in its net (deficit) assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

The consolidated financial statements of Verity Health System of California, Inc. for the year ended June 30, 2016 were audited by other auditors, whose report dated December 8, 2016 expressed an unmodified opinion on those statements.

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidating financial statement schedules for Verity Health System of California, Inc. are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidating information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

BDO USA, LLP

November 8, 2017

Consolidated Financial Statements

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidated Balance Sheets
(In Thousands)

June 30,	2017	2016
Assets		
Current Assets:		
Cash and cash equivalents	$ 60,647	$ 66,357
Patient accounts receivable, net of allowance for doubtful accounts of $47,600 and $31,700 as of June 30, 2017 and 2016, respectively	235,767	160,324
Due from government agencies	15,938	20,137
Other current assets	95,192	106,273
Other restricted assets	-	12,074
Total current assets	407,544	365,165
Assets Limited as to Use:		
Other investments	61,181	112,243
Under bond indenture agreements	63,493	25,154
Total assets limited as to use	124,674	137,397
Property and equipment, net	247,042	244,912
Other long-term assets	25,085	5,878
Total Assets	$ 804,345	$ 753,352
Liabilities and Net (Deficit) Assets		
Current Liabilities:		
Accounts payable	$ 74,577	$ 36,362
Accrued expenses and other current liabilities	254,129	217,403
Current portion of long-term debt, net of debt issuance costs	12,480	6,647
Due to government agencies	5,299	1,155
Total current liabilities	346,485	261,567
Pension obligations	254,002	301,527
Long-term portion of workers' compensation and hospital professional and general liability	36,142	33,547
Other long-term liabilities	42,692	33,366
Long-term debt, net of current portion and debt issuance costs	459,156	375,873
Total liabilities	1,138,477	1,005,880
Net (Deficit) Assets:		
Unrestricted - Verity Health System	(358,144)	(333,995)
Unrestricted - Noncontrolling	2,366	
Temporarily restricted	13,444	73,330
Permanently restricted	8,202	8,137
Total net deficit	(334,132)	(252,528)
Total Liabilities and Net (Deficit) Assets	$ 804,345	$ 753,352

See accompanying notes to consolidated financial statements.

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidated Statements of Operations and Changes in Net (Deficit) Assets
(In Thousands)

Years Ended June 30,	2017	2016
Unrestricted Revenues and Other Support		
Net patient service revenue	$ 1,301,005	$ 1,161,679
Provision for doubtful accounts	(33,770)	(26,734)
Net patient service revenue less provision for doubtful accounts	1,267,235	1,134,945
Premium revenue	120,293	122,849
Other operating revenue	26,304	22,962
Contributions	65,717	16,645
Total unrestricted revenues and other support	1,479,549	1,297,401
Expenses:		
Salaries and benefits	730,299	723,281
Purchased services and other	476,892	471,901
Supplies	172,392	165,417
Medical claims	61,959	65,380
Depreciation and amortization	34,918	48,308
Interest - net	28,134	20,593
Goodwill and intangible asset impairment loss	10,232	-
Total expenses	1,514,826	1,494,880
Operating loss	(35,277)	(197,479)
Investment (loss) income	(2,573)	2,050
(Deficit) excess of revenues over expenses	(37,850)	(195,429)
Less (deficit) excess of revenues over expenses attributable to noncontrolling interest	(5,087)	
(Deficit) excess of revenues over expenses, net of noncontrolling interest	$ (32,763)	$ (195,429)

(Continued)

See accompanying notes to consolidated financial statements.

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidated Statements of Operations and Changes in Net (Deficit) Assets
(In Thousands)

Years Ended June 30,	2017	2016
Unrestricted Net (Deficit) Assets		
Unrestricted Net (Deficit) Assets attributable to Verity Health System:		
(Deficit) excess of revenues over expenses attributable to Verity Health System	$ (32,763)	$ (195,429)
Change in funded status of pension and other postretirement benefit plans	7,667	(53,981)
Net assets released from restrictions used for purchase of property and equipment	610	1,882
Other	337	(58)
Decrease in unrestricted net (deficit) assets attributable to Verity Health System	(24,149)	(247,586)
Unrestricted Net Assets attributable to noncontrolling interests:		
(Deficit) excess of revenues over expenses attributable to noncontrolling interests	(5,087)	-
Noncontrolling interest related to acquisitions and other	7,453	-
Increase in unrestricted net assets attributable to noncontrolling interest	2,366	-
Temporarily Restricted Net (Deficit) Assets		
Contributions	5,309	76,152
Net realized and unrealized gains on investments	173	12
Net assets released from restrictions:		
Operations	(64,551)	(16,275)
Property, plant, and equipment	(610)	(1,780)
Other	(207)	(232)
(Decrease) increase in temporarily restricted net (deficit) assets	(59,886)	57,877
Permanently Restricted Net Assets		
Net realized and unrealized gains (losses) on investments	65	(73)
Contributions	-	107
Other	-	(104)
Increase (decrease) in permanently restricted net assets	65	(70)
Decrease in net (deficit) assets	(81,604)	(189,779)
Net (deficit) assets, beginning of year	(252,528)	(62,749)
Net (Deficit) Assets, End of Year	$ (334,132)	$ (252,528)

(Concluded)

See accompanying notes to consolidated financial statements.

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidated Statements of Cash Flows
(In Thousands)

Years Ended June 30,		2017		2016
Operating Activities				
Decrease in net (deficit) assets	$	(81,804)	$	(189,779)
Adjustments to reconcile decrease in net (deficit) assets to net cash used in operating activities:				
Depreciation and amortization		34,918		48,397
Provision for doubtful accounts		33,770		26,734
Changes in fair value and unrealized and realized losses (gains) on investments, net		(3,896)		(1,110)
Losses (gains) on equity method investments		7,016		
Amortization of bond premium and debt issuance costs		692		(89)
Pension related changes		(7,667)		53,981
Gain on disposal of property and equipment		(4,503)		(2,584)
Goodwill and intangible asset impairment		10,232		
Changes in operating assets and liabilities:				
Patient accounts receivable		(109,213)		(30,310)
Due to/from government agencies		8,344		(1,748)
Other current assets		26,093		77,982
Other long-term assets		36,525		(47,299)
Accounts payable and other accrued expenses		73,091		(25,968)
Non-current liabilities		(35,979)		6,637
Net cash used in operating activities		(12,181)		(85,375)
Investing Activities				
Purchases of investments		(78,254)		(250,547)
Acquisitions of controlled entities		(8,208)		
Purchases of equity method investments		(7,297)		-
Proceeds from disposal of property and equipment		4,778		4,388
Proceeds from sales of investments		86,719		251,518
Changes in other assets limited as to use		(2,932)		216
Changes in assets under bond indenture agreements		(38,339)		718
Changes in loans and receivables		(2,164)		-
Purchases of property and equipment		(34,393)		(12,357)
Net cash used in investing activities		(80,090)		(6,064)
Financing Activities				
Retirement of debt		-		(47,643)
Repayment of debt		(7,099)		(6,779)
Issuance of debt		95,000		105,000
Bond issuance costs		(1,340)		(1,212)
Net cash provided by financing activities		86,561		49,366
Net (decrease) increase in cash and cash equivalents		(5,710)		(42,073)
Cash and cash equivalents at beginning of year		66,357		108,430
Cash and Cash Equivalents at End of Year	$	50,647	$	66,357
Supplemental Disclosures of Cash Flow Information				
Cash paid for interest - net of capitalized interest	$	26,319	$	20,593
Supplemental Disclosures of Noncash Items				
Capitalized interest	$	907	$	350
Assets acquired through capital leases or notes payable	$	1,862	$	-
Accrued purchases of property and equipment	$	3,526	$	[illegible]

See accompanying notes to consolidated financial statements.

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Notes to Consolidated Financial Statements
(All amounts in Thousands)

1 Organization and Business of the Company

Verity Health System of California, Inc., a California nonprofit public benefit corporation (Parent) (formerly named Daughters of Charity Health System) is the sole corporate member of five California nonprofit public benefit corporations that operate five acute care hospitals and other facilities (the Hospitals, see list below) in the state of California. The Parent and the following affiliated entities (collectively, Verity Health System or VHS) operate as a nonprofit health care system in the state of California, with approximately 1,680 licensed acute care and skilled nursing beds.

Verity Health System consists of Parent* and the following:

- O'Connor Hospital *
- Saint Louise Regional Hospital *
- St. Francis Medical Center *
- St. Vincent Medical Center *
- Seton Medical Center (including its unincorporated division, Seton Medical Center Coastside) *
- Verity Business Services
- Marillac Insurance Company, Ltd.
- O'Connor Hospital Foundation
- Saint Louise Regional Hospital Foundation
- St. Francis Medical Center Foundation
- St. Vincent Medical Center Foundation
- Seton Medical Center Foundation
- St. Vincent de Paul Ethics Corporation
- St. Vincent Dialysis Center
- De Paul Ventures, LLC
- Verity Medical Foundation
- Verity Holdings, LLC
- Verity BASM Holdco, LLC

* Member of the Obligated Group

With the exceptions of De Paul Ventures, LLC, Marillac Insurance Company, Ltd. (Marillac) and Verity BASM Holdco, LLC, each Verity Health System entity named above is exempt from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (IRC).

On July 17, 2015, Daughters of Charity Ministry Services Corporation (subsequently renamed Verity Health System of California, Inc.), Blue Mountain Capital Management, LLC (Blue Mountain), and Integrity Healthcare, LLC (Integrity) entered into a System Restructuring and Support Agreement (as subsequently amended, the Restructuring Agreement) to change the governance of and recapitalize the Parent and certain of its subsidiaries. Integrity represents the management company for Verity Health System that was formed to carry out the management services under the Management Agreement, which is part of the overall Restructuring Agreement. Through June 30, 2017, Integrity was wholly owned by Blue Mountain. In July 2017, NantWorks LLC, the parent

organization for health technology and biotech companies founded by Dr. Patrick Soon-Shiong, acquired a majority stake in Integrity from Blue Mountain. Refer to subsequent events at Note 13 for additional details.

Under the Restructuring Agreement, the Parent and other members of the Obligated Group were converted from religious corporations to public benefit corporations. In exchange for options to acquire the assets of Verity Health System at a purchase price to be determined based on a specified percentage of outstanding liabilities of Verity Health System at the time of closing, Blue Mountain agreed to provide $100,000 in funding to the Parent and a commitment to provide additional debt financing at the option of the Parent. To fulfill this commitment, Blue Mountain arranged for an additional $160,000 in working capital financing that was privately placed with third parties (the "2015 Notes" - see Note 9 for additional details). After approval was obtained from the California Attorney General's office, the transactions contemplated by the Restructuring Agreement closed on December 14, 2015. Effective upon the closing of the transaction, the Parent's board of directors resigned and Daughters of Charity Ministry Services Corporation, acting as sole corporate member of the Parent, appointed an independent board of the Parent and amended the bylaws of the Parent to eliminate the corporate membership rights of Daughters of Charity Ministry Services Corporation as sole corporate member of the Parent and to convert the Parent into a nonprofit corporation without members. The Parent and all of its nonprofit corporate affiliates that were not previously public benefit corporations changed status from religious corporations to public benefit corporations under the California Nonprofit Corporation Law.

In connection with the initial accounting for the $100,000 Blue Mountain contribution received during the fiscal year ended June 30, 2016, $27,559 was recorded as deferred revenue for the value of the option to purchase the real estate and operating assets of VHS and $72,441 was recorded as a restricted asset for contributions to be released pursuant to the terms of the Restructuring Agreement. For the years ended June 30, 2017 and 2016, VHS recorded approximately $60,367 and $12,074 of contribution revenue, respectively, associated with the releases of these funds from restrictions. $27,559 is recorded as deferred revenue in other long-term liabilities as of June 30, 2017, as such amount will be recognized upon exercise or expiration of the option.

On a monthly basis, VHS records management fee expense and makes payments to Integrity associated with the management services received under the Management Agreement. During the initial fiscal year which ended June 30, 2016, the monthly management fee was determined based on a specified percentage of trailing 12 month operating revenues for VHS. Such management fees are adjusted each succeeding fiscal year based on changes in the consumer price index. VHS defers payment for a portion of management fees based on its days' cash on hand over the most recent 90 day period. All deferred management fees accrue interest at 2.82% per annum to the extent such amounts are not paid in the fiscal year that services are received. Such deferred management fees are contingently payable based on the terms of the Management Agreement, which include annual calculations of excess cash on hand.

For the years ended June 30, 2017 and 2016, VHS recorded approximately $59,333 and $32,215 of management fee expense within the purchased services and other expense line item, respectively. As of June 30, 2017 and 2016, VHS had a liability of $46,228 and $16,108 within accrued expenses and other current liabilities, respectively, associated with deferred management fees.

Pursuant to the Master Indenture of Trust, dated as of December 1, 2001 (as amended and supplemented, the Master Indenture) among the Members of the Obligated Group and U.S. Bank National Association (Master Trustee), an Obligated Group (see listing of entities included in the Obligated Group above) was established to access the capital markets. Obligated Group members are jointly and severally liable for the long-term debt outstanding secured by an Obligation issued under the Master Indenture.

Liquidity

VHS had working capital of $61,059 and $103,598 as of June 30, 2017 and 2016, respectively. VHS had a deficit of revenues over expenses of $37,850 and cash used in operations of $12,181 for the year ended June 30, 2017 compared to a deficit of revenues over expenses of $195,429 and cash used in operations of $85,375 for the year ended June 30, 2016. The current year deficit of revenues over expenses and cash used in operations represented an improvement of $157,579 and $73,194, respectively, from the prior year. Such improvements have been largely driven by increases in patient volumes, additional reimbursement under the California Hospital Fee Program (see Note 2 for details), and overall cost-cutting initiatives that have been implemented. Additionally, VHS has been successful in raising additional financing, which includes issuance of the 2017 Notes for $21,000 in September 2017 and the MOB Loan for $46,220 in October 2017 (see subsequent events at Note 13 for additional details). Management believes that cash flows from operations and financing activities will provide sufficient capital resources to sustain operations through at least the next twelve months from the date the financial statements were issued.

2. Summary of Significant Accounting Policies

Basis for Presentation

The accompanying consolidated financial statements are prepared in conformity with U.S. generally accepted accounting principles and include the accounts of VHS after elimination of intercompany transactions. Certain reclassifications and changes in presentation were made in the 2016 consolidated financial statements to conform to the 2017 presentation. See the recent accounting pronouncements section below for additional details. All amounts in the consolidated financial statements and footnotes are presented in thousands.

Use of Estimates

The preparation of the consolidated financial statements in conformity with U.S. generally accepted accounting principles requires management to make certain estimates and assumptions that affect the reported amounts of assets, liabilities, and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. VHS considers critical accounting policies to be those that require more significant judgments and estimates in the preparation of its consolidated financial statements, including the following: recognition of net patient service revenue, which includes contractual allowances and discounts; provisions for doubtful accounts and charity care; assumptions for measurement of pension and other postretirement liabilities; and reserves for losses and expenses related to hospital professional and general liabilities, workers' compensation claims and out-

network services associated with certain at-risk capitation arrangements. Management bases its estimates on historical experience and various other assumptions that it believes are reasonable under the particular facts and circumstances. Actual results could differ materially from those estimates.

Medical Foundation

The VHS Medical Foundation was established in December 2011 and incorporated under the California regulations as a not-for-profit corporation exempted from income taxes under IRC Section 501(c)(3). The sole member of this corporation is VHS, acting through its board of directors.

Cash and Cash Equivalents

Cash equivalents consist primarily of highly liquid marketable securities with original maturities, at the time of purchase, of three months or less.

Patient Accounts Receivable, Allowance for Doubtful Accounts, and Net Patient Service Revenue

Patient accounts receivable and net patient service revenue are reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated settlements under reimbursement agreements with third-party payers. Settlements with third-party payers are accrued on an estimated basis in the period in which the related services are rendered and are adjusted in future periods as final settlements are determined.

VHS manages the receivables by regularly reviewing its patient accounts and contracts and by providing appropriate contractual allowances and allowances for doubtful accounts. These allowances are estimated based upon an evaluation of historical payments, negotiated contracts, and governmental reimbursements. Adjustments and changes in estimates are recorded in the period in which they are determined. The gross self-pay accounts receivable was reserved at 92% and 90% at June 30, 2017 and 2016, respectively, in total between the allowance for doubtful accounts and contractual allowances.

Patient service revenues, net of contractual allowances and discounts, are as follows:

Year Ended June 30,	2017	2016
Government	$ 913,460	$ 780,884
Contracted	333,258	332,686
Self-pay and others	54,287	48,109
Net patient service revenue	1,301,005	1,161,679
Less: Provision for doubtful accounts	(33,770)	(26,734)
Net patient service revenue less provision for doubtful accounts	$ 1,267,235	$ 1,134,945

Net patient service revenue includes contractual and other allowances (excluding charity care) of $5,260,897 and $4,676,402 for the years ended June 30, 2017 and 2016, respectively.

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Notes to Consolidated Financial Statements
(All amounts in Thousands)

Significant concentrations of net patient accounts receivable are as follows:

As of June 30,	2017	2016
HMO/PPO/Commercial	40%	42%
Medicare	25	29
Medi-Cal	32	28
Other	3	1
Total	100%	100%

Inpatient acute care services, outpatient services, and skilled nursing services rendered to Medicare program beneficiaries are paid at prospectively determined rates per discharge. These rates vary according to a patient classification system that is based on clinical, diagnostic, and other factors. Certain inpatient non-acute services and defined capital and medical education costs related to Medicare beneficiaries are paid using a cost reimbursement methodology.

Health care services are provided free of charge or at a significant discount based on a sliding scale to individuals who meet certain financial criteria. VHS makes an effort to determine if a patient qualifies for charity care upon admission. If a patient is determined to qualify for charity care, services are rendered to the patient free of cost. The costs of providing these services are included in unsponsored community benefit expense and included as a deduction to net patient service revenue in the consolidated statement of operations. VHS estimates the cost of charity care by calculating a ratio of cost to usual and customary charges and applying that ratio to the usual and customary uncompensated charges associated with providing care to patients that qualify for charity care. The amount of charity care at cost was $10,444 and $13,981 for the years ended June 30, 2017 and 2016, respectively.

After satisfaction of amounts due from insurance and the application of financial discounts to patients' balances, and after exhausting all reasonable efforts to collect from the patients, a significant portion of VHS's uninsured and self-pay patient accounts are referred to third-party agencies based on VHS's established guidelines for further collection activities. As a result, VHS records a significant provision for doubtful accounts related to these uninsured patients in the period the services are rendered based on historical collection experience.

As part of VHS's mission to serve the community, VHS provides care to patients even though they may lack adequate insurance or may participate in programs that do not pay full charges. Reserves for charity care and uncollectible amounts have been established and are netted against patient accounts receivable in the consolidated balance sheets.

Payments from Medi-Cal and contracted-rate payers are based on a per-diem, per-discharge, modified cost, or capitated basis or a combination of these.

Adjustments for the finalization of prior year cost reports from both Medicare and Medi-Cal resulted in an increase to patient service revenues of $4,402 and $5,613, for the years ended June 30, 2017 and 2016, respectively. St. Francis Medical Center qualified for and received Medi-Cal funding as a disproportionate-share hospital from the state of California under Senate Bill (SB) 855. Related revenues were $30,542 and $27,029, for the years ended June 30, 2017 and 2016, respectively, and are included in net patient service revenue. Amounts to be received in future years, if any, are subject to annual determination.

The St. Francis Medical Center also received funding for Medi-Cal disproportionate-share hospitals under SB 1255. These SB 1255 funds are paid from the Emergency Services and Supplemental Payments Fund. Related revenues were $8,040 and $7,908, for the years ended June 30, 2017 and 2016, respectively, and are included in net patient service revenue. This funding must be applied for and approved each year.

The St. Francis Medical Center also qualifies for Medi-Cal funding as a disproportionate-share hospital from the state of California under SB 1732. This SB 1732 program permits health care facilities servicing a disproportionate share of Medi-Cal patients to receive supplemental reimbursement for a portion of their debt service for qualified capital projects. St. Francis Medical Center has an amendment to its Medi-Cal contract, which was executed on June 19, 1993, for reimbursement related to the St. Francis Medical Center Health Services Pavilion, which was completed in 1991. Related revenues were $2,213 and $2,220, for the years ended June 30, 2017 and 2016, respectively, and are included in net patient service revenue.

Other than St. Francis Medical Center, no other VHS entities received funding under SB 855, SB 1255 or SB 1732 for the years ended June 30, 2017 and 2016.

Inventories

Inventories consist of supplies and are stated at the lower of cost or market value, which is determined using the first-in, first-out method. Inventories are reviewed for obsolescence on a periodic basis. Amounts are included in other current assets.

Assets Limited as to Use

Assets limited as to use represent assets designated by the board of directors for future capital improvements, assets at Marillac designated by the board of directors for payment of workers' compensation and hospital professional and general liability claims, assets held by trustees under bond indenture agreements (refer the Series 2005 Bonds, Series 2015 Notes, and 2017 Assessment C-PACE Bonds at Note 9), and investments restricted by donors. Investment income or loss is included in deficiency of revenues over expenses, unless the income or loss is restricted by donor or law. The assets are reflected in the assets limited as to use line items in the consolidated balance sheets.

Investments

Investments received through gifts are recorded at estimated fair value at the date of donation. Gains and losses that result from market fluctuations are recognized in the period that such fluctuations occur. Realized gains or losses resulting from sales or maturities are calculated on an adjusted-cost basis. Adjusted-cost is the original cost of the security adjusted for any purchases or sales during the year. Dividend and interest income are accrued when earned.

VHS also maintains ownership interests in certain entities that are recorded under the equity method of accounting as VHS has the ability to exercise significant influence over the operating and financial policies of the investee. Equity method investments are recorded as other long-term assets in the consolidated balance sheet and earnings or losses associated with equity method investments are recorded as investment income (loss) in the consolidated statement of operations and changes in net assets.

Investment (loss) income includes the following:

Years Ended June 30,	2017	2016
Interest and dividends	$ 953	$ 867
Investment fees	(168)	(208)
Change in unrealized gains (losses) on investments - net	(1,489)	775
Net realized gains on sales of investments	5,385	555
Equity method investments - other-than-temporary impairment losses	(3,310)	
Equity method investments - guarantee losses	(3,588)	-
Equity method investments - share of earnings (losses)	(118)	-
	(2,335)	1,989
Amounts included in changes in temporarily restricted net assets	(173)	(12)
Amounts included in changes in permanently restricted net assets	(65)	73
Investment (loss) income	$ (2,573)	$ 2,050

During the year ended June 30, 2017, VHS recorded other-than-temporary impairment losses of $3,310 associated with the decline in the fair value of certain surgery center investments that were purchased in January 2017. The decline in fair value resulted from the degradation in future estimated cash flows due to adverse changes in business conditions that occurred subsequent to the acquisition date. See Note 3 for additional details related to the initial purchase of non-controlling ownership interests in the surgery centers and a controlling ownership interest in the management company, Verity BASM Holdco, LLC. See Note 4 for additional details on the valuation methodology utilized to determine the fair value of the surgery center investments as of June 30, 2017.

During the year ended June 30, 2017, VHS also recorded investment losses of $3,588 associated with the guarantee of certain outstanding legal obligations on behalf of the surgery center equity method investees. See Note 3 for additional details on the terms of the guarantee. As of June 30, 2017, VHS estimated the fair value of the guarantee obligation to be $4,760, which resulted in the recording of a guarantee liability within other long-term liabilities. As this guarantee obligation was determined to represent an additional contribution to the investees, $1,172 was recorded as an increase in carrying value of VHS's equity method investment associated with VHS's portion of the investment and $3,588 was recorded as an investment loss associated with the non-contributing investees' portion of the investment. See Note 4 for additional details on the valuation methodology utilized to determine the fair value of the guarantee as of June 30, 2017.

Fair Value of Financial Instruments

The carrying amounts reported in the consolidated balance sheets for cash and cash equivalents, accounts receivable, accounts payable, accrued expenses, and due to/from government agencies approximate fair value due to their short-term nature. The fair value of investments is disclosed in Notes 4 and 8, and the fair value of debt is disclosed in Note 9.

Property and Equipment

Property and equipment are stated at cost if purchased, and at fair market value if donated. Depreciation of property and equipment is calculated using a half-year convention and the straight-line method for financial statement purposes. Estimated useful lives by classification are as follows:

Land improvements	5-25 years
Buildings	10-40 years
Building service equipment	5-25 years
Equipment	3-20 years
Software development	3-5 years

Long-Lived Asset Impairment

VHS routinely evaluates the carrying value of its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset, or related group of assets, may not be recoverable from estimated future undiscounted cash flows generated by the underlying tangible assets. When the carrying value of an asset exceeds the estimated recoverability, an asset impairment charge is recognized. The impairment tests are based on financial projections prepared by management that incorporate anticipated results from programs and initiatives being implemented and market value assessments of the assets. If the projections are not met, or if negative trends occur that impact the future outlook, the value of the long-lived assets may be impaired, which could be material. There was no long-lived asset impairment recorded for the years ended June 30, 2017 and 2016 associated with tangible assets.

VHS recorded an impairment loss of $6,858 associated with long-lived management contract intangible assets for the year ended June 30, 2017, which is included in goodwill and intangible asset impairment loss in the consolidated statement of operations and changes in net assets. See Note 3 for additional details.

Self Insurance

VHS is self-insured for hospital professional and general liabilities by a wholly-owned self-insured captive insurance company (Marillac). The provisions for estimated hospital professional and general liability claims include estimates of the ultimate costs for both uninsured reported claims and claims incurred-but-not-reported (IBNR), in accordance with actuarial projections or paid claims lag models based on past experience. Such claim reserves are based on the best data available to VHS; however, these estimates are subject to a significant degree of inherent variability. There is at least a reasonable possibility that a material change to the estimated reserves will occur in the near term. Such estimates are continually monitored and reviewed, and as reserves are adjusted, the

differences are reflected in current operations. Management is of the opinion that the associated liabilities recognized in the accompanying consolidated financial statements are adequate to cover such claims.

VHS has entered into reinsurance, stop loss, and excess policy agreements with independent insurance companies to limit its losses on hospital professional and general liability claims.

Hospital professional and general liabilities (HPL/GL) were $18,723 and $16,802, discounted at a rate of 4% as of June 30, 2017 and 2016, respectively. Management is not aware of any potential hospital professional and general liability claims whose settlement would have a material adverse effect on VHS's consolidated financial position.

Workers' Compensation Insurance

VHS is insured for workers' compensation claims with major independent insurance companies, subject to certain deductibles of $500 per occurrence as of June 30, 2017 and 2016. Based on actuarially determined estimates, provisions have been made in the consolidated financial statements, with the current portion included within accrued liabilities and the non-current portion within workers' compensation and hospital professional and general liabilities, for all known claims and IBNR claims as of June 30, 2017 and 2016. Workers' compensation liabilities were $26,274 and $24,752, discounted using a rate of 4%, as of June 30, 2017 and 2016, respectively. Estimation differences between actual payments and amounts recorded in previous years are recognized as expense in the year such amounts become determinable.

IBNR Claims under Premium Revenue Arrangements

Certain entities of VHS have capitation arrangements with various payers to provide medical services to enrollees. VHS accrues costs when services are rendered under these contracts, including estimates of IBNR claims and amounts receivable/payable under risk-sharing arrangements. The IBNR accrual includes an estimate of the costs for which VHS is responsible, including out-of-network services. The IBNR reserves are reported in accrued expenses and other current liabilities in the consolidated balance sheets (see Note 7 for additional information). Medical claims expense associated with premium revenue arrangements is separately reported in the consolidated statement of operations and changes in net (deficit) assets.

IBNR reserves are estimated based on actuarial studies, historical reporting, and payment trends. Subsequent actual claims experience will differ from the estimated liability due to variances in estimated and actual utilization of health care services, the amount of charges, and other factors. As settlement are made and estimates are revised, the differences are reflected in current operations.

The following table presents the roll forward of the medical claims and IBNR liabilities as of and for each of the fiscal years ended June 30, 2017 and 2016:

June 30,	2017	2016
Medical claims and IBNR liabilities as of beginning of year	$ 31,415	$ 35,556
Claims expenses incurred during the year	61,959	65,380
Claims paid during the year	(61,477)	(69,521)
Medical claims and IBNR liabilities as of end of year	$ 31,897	$ 31,415

Asset Retirement Obligations (AROs)

AROs are legal obligations associated with the retirement of long-lived assets. These liabilities are initially recorded at fair value, and the related asset retirement costs are capitalized by increasing the carrying amount of the related assets by the same amount as the liability. Asset retirement costs are subsequently depreciated over the useful lives of the related assets. Subsequent to initial recognition, VHS records period-to-period changes in the ARO liability resulting from the passage of time. VHS has recorded ARO liabilities of $3,844 and $3,627 in other long-term liabilities as of June 30, 2017 and 2016, respectively.

Revenue Guarantees

VHS has agreements with physicians whereby minimum revenues are guaranteed by VHS for stipulated dollar amounts over specified periods, as defined in the contracts. VHS records a liability for the amount of the guaranteed revenue at the time the contract is entered into and adjusts the liability as it is expended. VHS has recorded liabilities of $754 and $922 in accrued expenses and other current liabilities as of June 30, 2017 and 2016, respectively.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those for which use by VHS has been limited by donors to a specific time period or purpose. Permanently restricted net assets have been restricted by donors to be maintained by VHS in perpetuity.

California Hospital Fee Program

California legislation established a program in 2009 that imposes a Quality Assurance Fee (QA Fee) on certain general acute-care hospitals in order to make supplemental and grant payments and increased capitation payments (Supplemental Payments) to hospitals up to the aggregate upper payment limit for various periods. There have been four such programs (the Programs) since inception.

The Programs are designed to make supplemental inpatient and outpatient Medi-Cal payments to private hospitals, including additional payments for certain facilities that provide high-acuity care and trauma services to the Medi-Cal population. This hospital QA Fee program provides a mechanism for increasing payments to hospitals that serve Medi-Cal patients, with no impact on the state's General Fund. Payments are made directly by the state or Medi-Cal managed care plans, which will receive increased capitation rates from the state in amounts equal to the Supplemental Payments. Outside of the legislation, the California Hospital Association has created a private program,

operated by the California Health Foundation and Trust (CHFT), which was established to alleviate disparities potentially resulting from the implementation of the Programs.

The Programs require full federal approval by the Centers for Medicare and Medicaid Services (CMS) in order for them to be fully enacted. If final federal approval is not ultimately obtained, provisions in the underlying legislation allowed for the QA Fee, previously assessed, and Supplemental Payments, previously received, to be returned and recouped, respectively.

In October 2013, the fourth program (36-Month Program), covering the period from January 2014 to December 2016, was signed into law by the governor of California. The fee-for-service payments of the 36-Month Program were approved in December 2014 by CMS. The first six months of non-expansion managed care payments were approved by CMS in June 2015. The first six months of expansion managed care payments were approved by CMS in March 2016. On December 30, 2016, CMS approved the managed care payments spanning July 1, 2014, to December 31, 2014 for the expansion population and July 1, 2014 to June 30, 2015, for the non-expansion population.

VHS recognized payments to the California Department of Health Care Services for the QA Fee in the amount of $70,032 and $84,221 and pledge payments to CHFT of $2,428 and $1,228 within purchased services and other expenses for the years ended June 30, 2017 and 2016, respectively. VHS also recognized Supplemental Payment revenue in the amount of $169,686 and $134,061 within the net patient service revenues for the years ended June 30, 2017 and 2016, respectively. For the year ended June 30, 2017, these amounts include the six months of the 36-Month Program related to the fee-for-service portion (July 1, 2016 through December 31, 2016) and the managed care rates approved by CMS on December 30, 2016 noted above.

Refer to Note 6 and Note 7 for additional information on the assets and liabilities recorded at June 30, 2017 and 2016, associated with the provider fee programs.

Premium Revenue

Certain entities of VHS have capitation arrangements with various payers to provide medical services to enrollees. Under these arrangements, VHS receives monthly payments on a per member per month basis (PMPM), regardless of services actually performed by VHS. Premium revenues are recognized during the period in which VHS is obligated to provide services to enrollees.

Meaningful Use Incentives

The American Recovery and Reinvestment Act of 2009 established payments under the Medicare and Medi-Cal programs for certain professionals and hospitals that meaningfully use certified electronic health record (EHR) technology. The Medicare incentive payments are paid out to qualifying hospitals over four consecutive years on a transitional schedule. To qualify for Medi-Cal incentives, hospitals and physicians must annually meet EHR "meaningful use" criteria that become more stringent over three stages as determined by CMS. For the years ended June 30, 2017 and 2016, VHS has recorded meaningful use incentive payments of $1,378 and $507, respectively. These incentive payments have been recorded as other operating revenue in the VHS consolidated statements of operations and are recorded under the gain contingency method. Such incentives are subject to audit and recapture by the relevant authorities.

Other Operating Revenue

Included in other operating revenue are amounts from rental revenues, cafeteria revenues, meaningful use incentives, grant revenues, and other non-patient care revenue.

Contributions

Unconditional promises to give cash and other assets to VHS are reported at fair value at the date the promise is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets. Net assets released from restrictions used for operations are also included in other operating revenue as contribution revenue to the Hospitals.

Refer to Note 1 for additional information on the unrestricted contribution revenue recorded during the years ended June 30, 2017 and 2016, associated with the release of the Blue Mountain restricted contributions.

Interest Expense

Interest expense on debt issued for construction projects, net of income earned on the funds held pending use, is capitalized from the date of the borrowing until the projects are placed in service. Interest components include the following:

Years Ended June 30,	2017	2016
Total interest expense	$ 29,041	$ 20,943
Less: capitalized interest expense	(907)	(350)
Net interest expense	$ 28,134	$ 20,593

Income Taxes

VHS has established its status as an organization exempt from income taxes under IRC Section 501(c)(3) and the laws of California. Certain activities of the operating entities of VHS may be subject to income taxes; however, such activities are not significant to the consolidated financial statements.

Performance Indicator

Management considers the (deficit) excess of revenues over expenses to be VHS's performance indicator. (Deficit) excess of revenues over expenses includes all changes in unrestricted net assets, except net assets released from restrictions used for purchase of property and equipment, the change in funded status of pension plans, and other

Certain Obligated Group members have a policy whereby assets are periodically transferred as charitable distributions to subsidiaries of VHS that are not members of the Obligated Group. These transfers are accounted for as direct charges to the Obligated Group members' unrestricted net assets. It is anticipated that Obligated Group members will continue to make asset transfers to the subsidiaries. These transfers are eliminated upon consolidation.

Recent Accounting Pronouncements

In March 2017, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2017-07, *Compensation - Retirement Benefits: Improving the Presentation of Net Periodic Pension Costs and Net Periodic Postretirement Benefit Cost*. This guidance was issued to improve the reporting of net benefit cost in the financial statements to make this information more transparent. Under the guidance, an employer must report the service cost component in the same line item or items as other compensation costs arising from services rendered by pertinent employees during the period. The other components of net benefit cost are required to be presented in the statement of operations separately from the service cost component and outside the subtotal of income from operations if one is presented. ASU 2017-07 is effective for annual reporting periods beginning after December 15, 2017. Early adoption is permitted. VHS is currently evaluating the impact of this new standard on the consolidated financial statements.

In January 2017, the FASB issued ASU 2017-02, *Not-For-Profit Entities - Consolidation: Clarifying When a Not-For-Profit Entity That is a General Partner or Limited Partner Should Consolidate a For-Profit Limited Partnership or Similar Entity*. The amendments in this ASU retain the consolidation guidance that existed in Subtopic 810-20 by including it in Subtopic 958-810 (not-for-profit consolidation guidance). ASU 2017-02 is effective for annual periods beginning after December 15, 2016 and early adoption is permitted. VHS early adopted this guidance for the year ended June 30, 2017. Adoption of this guidance did not have a material effect on the consolidated financial statements.

In August 2016, the FASB issued ASU 2016-15, *Classification of Certain Cash Receipts and Payments*. This guidance adds or clarifies guidance on the classification of certain cash receipts and payments in the statement of cash flows. ASU 2016-15 is effective for annual periods beginning after December 15, 2018. VHS is currently evaluating the impact of this new standard on the consolidated financial statements.

In August 2016, the FASB issued ASU 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements for Not-For-Profit Entities*, which will require not-for-profit entities to revise financial presentation to include: net asset classifications, provide quantitative and qualitative information as to available resources and management of liquidity and liquidity risk, information on investment expenses and returns, and the presentation of operating cash flows. The standard aims to help the reader of the financial statements to better understand the financial position of the organization and enhance consistency among similar organizations. ASU 2016-14 is effective for annual periods beginning after December 15, 2017. Early adoption is permitted. VHS is currently evaluating the impact of this new standard on the consolidated financial statements.

In February 2016, the FASB issued ASU 2016-02, *Leases, (Topic 842): Amendments to the FASB ASC*. ASU 2016-02 amends the existing accounting standards for lease accounting, including requiring lessees to recognize most leases on their balance sheets and making targeted changes to lessor accounting. The new standard requires a modified retrospective transition approach for all leases existing at, or entered into after, the date of initial application, with an option to use certain transition relief. The amendments in this update are effective for fiscal years (and interim reporting periods within fiscal years) beginning after December 15, 2018. Early adoption of the amendments is permitted for all entities. VHS is currently evaluating the impact of this new standard on the consolidated financial statements.

In July 2015, the FASB issued ASU 2015-11, *Simplifying the Measurement of Inventory*. This standard requires entities to measure most inventories at the lower of cost or net realizable value. ASU 2015-11 is effective for annual periods beginning after December 15, 2016. VHS does not expect this guidance to have a material effect on the consolidated financial statements.

In April 2015, the FASB issued ASU 2015-07, *Fair Value Measurement (Topic 820): Disclosures for Investments in Certain Entities that Calculate Net Asset Value per Share (or its Equivalent)*. The standard removes the requirement to categorize, within the fair value hierarchy, investments for which fair value is measured using the net asset value per share as a practical expedient. VHS adopted ASU 2015-07 retrospectively for the fiscal year ended June 30, 2017. As a result of the retrospective adoption, VHS removed any investments from the fair value hierarchy for which fair value is measured using the NAV per share as a practical expedient. Refer to the fair value disclosures for VHS's pension plan assets in Note 8 for additional details.

In April 2015, the FASB issued ASU 2015-03, *Interest-Imputation of Interest: Simplifying the Presentation of Debt Issuance Costs*. The standard amends existing guidance to require the presentation of debt issuance costs in the balance sheet as a deduction from the carrying amount of the related debt liability instead of as an asset. VHS adopted ASU 2015-03 retrospectively for the fiscal year ended June 30, 2017. As a result of the retrospective adoption, VHS reclassified unamortized debt issuance costs of $4,483 from other long-term assets to a reduction in long-term debt in the consolidated balance sheet as of June 30, 2016.

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*, and in August 2015, the FASB issued ASU 2015-14, *Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date*, which defers the effective date of ASU 2014-09 by one year. ASU 2014-09 requires the entity to recognize revenue for the transfer of goods or services equal to the amount that it expects to be entitled to receive for those goods or services, effective for periods beginning after December 15, 2017. VHS is currently evaluating the impact of this new standard on the consolidated financial statements.

3. Acquisitions

In January 2017, VHS expanded it ambulatory footprint by obtaining (1) a 51% controlling ownership interest in a newly formed management company, Verity BASM Holdco, LLC (a.k.a. Surgical Partners of California or BASM) which has agreements to manage multiple ambulatory surgery centers in the San Francisco Bay Area and (2) a non-controlling ownership interest in five of the surgery centers managed by BASM. The partnership is expected to advance VHS's goal of evolving into an integrated healthcare delivery network for the communities served.

VHS determined that the acquisition of BASM should be consolidated in the financial statements of VHS and the 49% non-controlling ownership interest should be separately presented. Refer below for additional details on the assets, liabilities and net assets recorded in connection with the purchase price allocation for BASM. VHS also determined that its non-controlling ownership interests in five of the surgery centers managed by BASM ranging from 20% - 25% should be accounted for under the equity method of accounting.

The consideration for the above ownership interests included a cash payment of approximately $15,000 and the assumption of a guarantee associated with an outstanding legal obligation owed by BASM and the five surgery centers for which VHS acquired an ownership interest (collectively, the "defendants"). The $15,000 purchase price was allocated between BASM and the five surgery centers based on the respective business valuations for VHS's ownership interest in each entity, which were determined using a discounted cash flow approach and appropriate discounts for lack of control and marketability, as required. Discount rates utilized to determine the business valuations ranged from 13% - 17% depending on the level of risk associated with the business operations.

Based on the valuations, approximately $7,165 was allocated to the five surgery centers and was recorded as equity-method investments and $7,835 was allocated to BASM, representing VHS's ownership interests in the net assets of BASM. In the opening balance sheet of BASM as of January 2017, VHS recorded (1) total assets of $21,799, including $12,720 of intangible assets, $5,702 of goodwill and $3,377 of tangible assets; and (2) total liabilities of $6,436 associated with the assumed legal obligations. The total net assets of $15,363 were allocated as $7,835 for VHS's controlling interest and $7,528 for the non-controlling interest. The intangible assets are associated with the management contracts assumed and are being amortized over a useful life ranging from 5 to 15 years in accordance with the duration of the contracts.

In connection with the transaction, VHS simultaneously entered into a series of Reimbursement Agreements with the defendants requiring that they reimburse VHS for any payments made under the guarantee agreement. Such reimbursement may either be in the form of cash payments or VHS has the ability to recover such amounts by acquiring additional membership units in the respective entities. The initial amount of the guarantee was $20,000 plus accrued interest at 6% per annum. As of June 30, 2017, the outstanding obligation at risk under the guarantee is $15,000 plus interest.

On June 30, 2017, which represents the annual impairment testing date, VHS concluded there were impairment indicators associated with VHS's equity method investments in certain of the surgery centers and the management contract intangible assets and goodwill recorded at BASM. Such impairment indicators resulted from significant adverse trends in the most recent estimates of future cash flows for both the surgery centers and BASM. As a result of the impairment analysis, VHS recorded (1) $3,310 of other-than-temporary impairment losses for its equity method investments in investment loss (see Note 2 for additional detail); (2) $6,858 of impairment losses for the management contract intangible assets at BASM in operating expenses; and (3) $3,374 of impairment losses for goodwill at BASM in operating expenses. See Note 4 for additional details on the valuation methodology utilized to determine the fair value of the respective assets and record the impairment charges as of June 30, 2017.

As a result of the impairment indicators identified at June 30, 2017, VHS also re-assessed the probability associated with a contingent loss under the guarantee agreement and recorded a guarantee obligation of $4,760 in other long-term liabilities. As this guarantee obligation was determined to represent an additional contribution to the surgery centers investees, $1,172 was recorded as an increase in carrying value of VHS's equity method investment associated with VHS's portion of the investment and $3,588 was recorded as an investment loss associated with the non-contributing investees' portion of the investment. See Note 4 for additional details on the valuation methodology utilized to determine the fair value of the guarantee as of June 30, 2017.

4. Fair Value Measurements

VHS accounts for certain assets at fair value or on a basis that approximates fair value. A fair value hierarchy for valuation inputs has been established to prioritize the valuation inputs into three levels based on the extent to which inputs used in measuring fair value are observable in the market. Each fair value measurement is reported in one of the three levels, which is determined by the lowest-level input that is significant to the fair value measurement in its entirety. These levels are as follows:

- *Level 1* - Quoted prices are available in active markets for identical assets as of the measurement date. Financial assets in Level 1 include listed equities and money market balances.
- *Level 2* - Pricing inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets. Financial assets in this category generally include asset-backed securities, corporate bonds, municipal bonds, and commingled investment funds.
- *Level 3* - Pricing inputs are generally unobservable for the assets and include situations where there is little, if any, market activity for the investment. The inputs used in determination of fair value require management's judgment or estimation of assumptions that market participants would use in pricing the assets. Therefore, the fair values are determined using factors that involve judgment and interpretations, including discounted cash flow models and similar techniques.

The following represents assets measured at fair value on a recurring basis:

	June 30, 2017		
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Other investments - assets limited as to use:			
Cash equivalents	$ 16,949	$ 16,949	$
Debt securities issued by foreign corporations	282	-	282
Debt securities issued by the U.S. Treasury and other U.S. government corporations	21,162	-	21,162
Government mortgage-backed securities	7,376	-	7,376
Corporate U.S. debt securities	11,194	-	11,194
Investment held in trust account	4,238	-	4,238
	61,181	16,949	44,232
Under bond indenture agreements - assets limited as to use:			
Cash equivalents	63,493	63,493	
Total assets limited as to use	$ 124,674	$ 80,442	$ 44,232

	June 30, 2016		
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Other investments assets limited as to use:			
Cash equivalents	$ 60,264	$ 60,264	$
Debt securities issued by foreign corporations	2,063		2,063
Debt securities issued by the U.S. Treasury and other U.S. government corporations	13,919		13,919
Government mortgage-backed securities	1,096		1,096
Commercial mortgage-backed securities	5,111		5,111
Corporate U.S. debt securities	13,450		13,450
Index funds	10,416		10,416
Investment held in trust account	5,924		5,924
	112,243	60,264	51,979
Under bond indenture agreements assets limited as to use:			
Cash equivalents	25,154	25,154	
Total assets limited as to use	$ 137,397	$ 85,418	$ 51,979

There were no transfers to or from Levels 1, 2, or 3 during the years presented. The Level 2 financial assets listed in the fair value hierarchy tables above use the following valuation techniques and inputs:

For marketable securities, such as foreign corporation and U.S. government debt securities, government and commercial mortgage-backed securities, corporate U.S. debt securities, index funds, and beneficial interest held in trust accounts, wherein identical quoted market prices are not readily available, the fair value of such investments is determined based on market participant pricing or other available market data for comparable instruments and transactions at the measurement date. VHS, therefore, incorporates industry-standard valuation techniques as inputs to fair valuation of its investments designated as Level 2.

VHS's rationale for the assignment of levels is based on types or classes of financial assets, rather than an analysis of each individual asset. Key consideration in the assignment of levels was given to the determination of a security's fair valuation measurement if obtained from an active market, and then further consideration was given for the types of inputs used to evaluate the fair value price. This approach has been supported by management's analysis of the methodology, the evaluated pricing models, and inputs used by its pricing vendors. It is also consistent with industry practice.

Where quoted prices are available in an active market (exchange-traded), the securities are classified as Level 1. It is a market in which transactions occur with sufficient frequency and volume to provide pricing information on an ongoing basis. If quoted market prices are not readily available for a specific financial asset, then value is determined using quoted prices of assets with similar characteristics and is classified as Level 2. Examples of these categories are VHS's investment in high-yield debt securities, collateralized mortgage obligations, and fixed-income prices provided by

a broker-dealer, in cases where there is limited activity and less transparency associated with inputs to the valuation, VHS will designate the investments as Level 3. There were no Level 3 investments at June 30, 2017 and 2016.

Impairment Losses

During the year ended June 30, 2017, VHS recorded (1) $3,310 of other-than-temporary impairment losses for its equity method investments; (2) $6,858 of impairment losses for the management contract intangible assets at BASM; and (3) $3,374 of impairment losses for goodwill at BASM. These represent non-recurring fair value measurement as of June 30, 2017. See Notes 2 and 3 for additional details. The fair value of the respective assets was determined using a discounted cash flow approach and appropriate discounts for lack of control and marketability, as required. Discount rates utilized to determine the business valuations ranged from 13% - 15% depending on the level of risk associated with the business operations. Such fair value measurements represent Level 3 fair value measurements as they utilize significant unobservable inputs.

Guarantee

During the year ended June 30, 2017, VHS recorded a guarantee liability of $4,760 associated with the guarantee of certain outstanding legal obligations on behalf of the surgery center equity method investees. This represents a non-recurring fair value measurement as of June 30, 2017. See Note 3 for additional details on the terms of the guarantee. The fair value of the guarantee was estimated based on the contingent loss associated with the estimated payments to be made under the guarantee in the event of a default by the surgery centers.

Investment Held in Trust Accounts

VHS is the beneficiary of a split-interest agreement from a donor. The related assets are controlled and invested by an independent third party. VHS records the assets based on the fair value of the underlying investments.

5. Property and Equipment

Property and equipment consists of the following:

June 30,	2017	2016
Land	$ 26,235	$ 28,970
Land improvements	20,226	20,252
Buildings and service equipment	703,766	705,025
Equipment	543,947	524,828
Construction in progress	24,209	8,139
Total	1,318,383	1,287,214
Less accumulated depreciation	(1,071,341)	(1,042,302)
Property and equipment, net	$ 247,042	$ 244,912

VHS recorded depreciation expense of $34,453 and $48,308 for the years ended June 30, 2017 and 2016, respectively.

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6. Other Assets

Other current assets consist of the following:

June 30,	2017	2016
Inventories	$ 24,032	$ 21,501
Prepaid expenses	8,377	13,129
Provider fee receivables	35,960	51,761
Other receivables	14,357	5,343
Pledges receivable	4,533	2,968
Deposits	2,782	5,108
Other	5,151	6,463
Total other current assets	$ 95,192	$ 106,273

Other long-term assets consist of the following:

June 30,	2017	2016
Notes receivable	$ 3,271	$ 646
Intangible assets	5,398	-
Goodwill	3,225	-
Assets held for sale	2,469	-
Equity-method investments	5,041	-
Other	5,681	5,232
Total other long-term assets	$ 25,085	$ 5,878

7. Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consist of the following:

June 30,	2017	2016
Wages and benefits	$ 64,155	$ 66,471
Medical claims and IBNR	31,897	31,415
Deferred management fees	46,228	16,108
Current portion of workers' compensation and hospital professional and general liability	8,855	9,805
Provider fee payables and advances	55,707	29,361
Other	47,287	64,243
Total accrued expenses and other current liabilities	$ 254,129	$ 217,403

8. Pension and Other Postretirement Benefit Plans

VHS maintains single employer defined benefit retirement plans and participates in a multi-employer defined benefit retirement plan. The plans have been frozen for all employees, except members of the California Nurses Association (CNA). Benefits are generally based on age, years of service, and employee compensation. VHS also offers postretirement health care benefits to a limited number of its employees. The postretirement health care benefits are determined based on age and years of service.

The multiemployer defined benefit pension plan is called the Retirement Plan for Hospital Employees (RPHE). The entities that participate in the RPHE are Seton Medical Center, Seton Medical Center Coastside, O'Connor Hospital, Saint Louise Regional Hospital, and Caritas Business Services (however, as noted above, only CNA members at these locations earn new benefits under the plan). Benefits are generally based on years of service and the employee's compensation. Contributions to the plan are based on actuarially determined amounts sufficient to meet the benefits to be paid to plan participants and satisfy IRS funding requirements. VHS recorded benefits expense of $21,093 and $17,223 associated with required cash contributions to the RPHE during the fiscal years ended June 30, 2017 and 2016, respectively.

VHS also maintains single-employer defined benefit pension plans (the Retirement Plans). VHS associates at St. Francis Medical Center, St. Vincent Medical Center, O'Connor Hospital, Saint Louise Regional Hospital, and the system office are eligible to participate in this plan (however, as noted above, only CNA members continue to earn new benefits under the plan). VHS contributed $41,678 and $12,915 to the Retirement Plans during the fiscal years ended June 30, 2017 and 2016, respectively.

VHS also maintains a retiree health insurance program (the Postretirement Healthcare Plan), which provides medical benefits to retirees from early retirement to age 65 only. VHS employees at O'Connor Hospital, St. Louise Regional Hospital, Seton Medical Center, and Seton Medical Center Coastside are eligible to participate in this plan. The Postretirement Healthcare Plan is an unfunded plan. VHS contributed $50 and $58 to the Postretirement Healthcare Plan during the fiscal years ended June 30, 2017 and 2016, respectively.

Defined Contribution Retirement Plans

In addition to the above pension plans, VHS maintains three different defined contribution retirement plans for its employees. One of these defined contribution plans (TSA/403(b)) includes employee voluntary contributions only. A second defined contribution plan (Match Benefit) requires employer contributions and the benefits are based on a percentage of the employees' contributions to the TSA/403(b). A third plan covers all employee groups except members of the CNA and is a fully employer-paid defined contribution plan with benefits based on a percentage of compensation. During the fiscal years ended June 30, 2017 and 2016, the employer's contribution expense for the defined contribution plans was $18,481 and $21,749, respectively.

The funded status of the Retirement Plan and the Postretirement Healthcare Plan benefits is as follows:

	June 30, 2017		June 30, 2016	
	Retirement Plans	Postretirement Healthcare Plan	Retirement Plans	Postretirement Healthcare Plan
Change in benefit obligation:				
Benefit obligation beginning of year	$ 573,239	$ 1,956	$ 523,435	$ 3,656
Service cost	1,837	98	2,062	181
Interest cost	22,929	73	24,614	163
Actuarial loss (gain)	(887)	(1,205)	47,408	(1,986)
Plan change	(10,702)	-	-	-
Benefits paid	(21,528)	(50)	(24,280)	(58)
Benefit obligation - end of year	$ 564,888	$ 872	$ 573,239	$ 1,956
Accumulated benefit obligation	$ 564,792	$ 872	$ 563,329	$ 1,956

	June 30, 2017		June 30, 2016	
	Retirement Plans	Postretirement Healthcare Plan	Retirement Plans	Postretirement Healthcare Plan
Change in plan assets:				
Fair value of plan assets - beginning of year	$ 270,880	$ -	$ 275,824	$ -
Actual return on plan assets	26,786	-	8,133	-
Employer contribution	41,678	50	12,915	58
Benefits paid	(21,528)	(50)	(24,280)	(58)
Administrative expenses	(6,058)	-	(1,712)	-
Fair value of plan assets - end of year	$ 311,758	$ -	$ 270,880	$ -
Funded status	$ (253,130)	$ (872)	$ (302,359)	$ (1,956)

Amounts that have not yet been recognized as components of net period benefit cost are as follows:

	June 30, 2017		June 30, 2016	
	Retirement Plans	Postretirement Healthcare Plan	Retirement Plans	Postretirement Healthcare Plan
Net actuarial loss (gain)	$ 225,849	$ -	$ 234,717	$ (12,042)
Prior service costs	(10,518)	-	-	280
Total amount not recognized	$ 215,331	$ -	$ 234,717	$ (11,762)

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The components of net period benefit cost and amounts recognized in the consolidated statements of operations and changes in net assets apart from expenses are as follows:

	Year Ended June 30, 2017		Year Ended June 30, 2016	
	Retirement Plans	Postretirement Healthcare Plan	Retirement Plans	Postretirement Healthcare Plan
Components of net periodic benefit cost (income):				
Service cost	$ 1,837	$ 98	$ 2,062	$ 181
Interest cost	22,929	73	24,614	163
Expected return on plan assets	(18,665)		(18,611)	
Net prior service cost amortization	(184)	72	-	72
Amortization of actuarial loss (gain)	5,918	(1,193)	4,463	(987)
Immediate recognition of previously deferred cost (income)	-	(11,846)		
Cost of special events	-	-	1,810	-
Total	$ 11,835	$ (12,796)	$ 14,338	$ (571)
Change in net assets apart from periodic benefit cost:				
Net actuarial loss (gain)	$ (2,950)	$ (1,205)	$ 59,598	$ (1,986)
Net prior service cost (credit)	(10,702)			
Deduct:				
Amortization of prior service cost	184	(72)	-	(72)
Amortization of actuarial (loss) gain	(5,918)	1,193	(6,273)	987
Other Adjustments	-	11,846	-	
Total	$ (19,386)	$ 11,762	$ 53,325	$ (1,071)

The estimated actuarial loss (gain) and prior service cost for the Retirement Plans that will be amortized into net periodic benefit cost over the next fiscal year is $6,213 and ($368), respectively.

During the fiscal year ended June 30, 2017, $11,846 remaining in net assets associated with prior service cost and net actuarial gains for the Postretirement Healthcare Plan was immediately recognized into net periodic benefit cost as a reduction of expense. During the next fiscal year any prior service cost (credits) and net actuarial losses (gains) will continue to be recognized immediately into net periodic pension cost and will not be amortized in future periods.

Assumptions

The weighted-average assumptions used to determine benefit obligations and net period benefit costs, are as follows:

	June 30, 2017		June 30, 2016	
	Retirement Plans	Postretirement Healthcare Plan	Retirement Plans	Postretirement Healthcare Plan
Weighted-average assumptions used to determine benefit obligations:				
Discount rate	3.84% - 4.00%	3.70%	4.05%	3.85%
Rate of compensation increase (rate of 4.00% used for 2019 and later)	5.00%	N/A	2.50%	N/A
Weighted-average assumptions used to determine net periodic benefit costs:				
Discount rate	3.31% - 3.98%	3.85%	4.80%	4.55%
Expected return on plan assets	6.75%	N/A	7.00%	N/A
Rate of compensation increase	5.00%	N/A	2.50%	N/A

Expected Return on Plan Assets

The Retirement Plan's estimated long-term rate of return on pension assets is driven primarily by historical asset-class returns, an assessment of expected future performance, advice from external actuarial firms, and the incorporation of specific asset-class risk factors. Asset allocations are periodically updated using pension plan asset/liabilities studies, and VHS's estimated long-term rates of return are consistent with these studies.

Discount Rate

The discount rate assumptions used to determine the retirement and postretirement benefit plan obligations and expenses reflect the prevailing rates available on high-quality, fixed-income debt instruments. The rate was based on cash flow analysis that matched estimated future benefit payments to the bond discount yield curve as of June 30, 2017 and 2016. Approximately 98% of VHS's retirement plan liabilities were measured using a discount rate 3.84% as of June 30, 2017.

During the fiscal year ended June 30, 2017, the discount rate was updated from a single equivalent discount rate used to determine the projected benefit obligation and net periodic benefit cost to separate discount rates used for determining the projected benefit obligation, interest on the projected benefit obligation, service cost and interest on service cost. The range of discount rates used to determine the separate components have been included in the table above.

Other Benefit Assumptions

For the measurement of accumulated postretirement benefit obligations at June 30, 2017, the Postretirement Healthcare Plan assumed health care cost trend rates start at 8.00% in 2017 and decrease by 0.25%-0.50% annually, reaching an ultimate rate of 5.50% in fiscal year 2023. A one-percentage-point change in assumed health care cost trend rates would not have a material effect on VHS's consolidated financial statements.

Plan Assets and Investment Strategy

The following information represents VHS's pension plan assets measured at fair value and indicate the fair value hierarchy and valuation techniques utilized to determine such fair value:

	June 30, 2017		
	Total Balance	Quoted Prices In Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Cash equivalents	$ 7,079	$ 7,079	$ -
Fixed-income securities and funds	82,310	-	82,310
Domestic stocks and funds	39,129	16,132	22,997
Real estate equity fund investments	16,159	-	16,159
Foreign stocks	2,200	2,200	-
Subtotal plan assets	146,877	25,411	121,466
Investments measured at net asset value:			
Domestic stock funds			$ 66,789
International stock funds			60,410
Fixed income funds			37,682
Total plan assets			$ 311,758

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	June 30, 2016		
	Total Balance	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Cash equivalents	$ 3,652	$ 3,852	$ -
Common collective trust funds	6,035	-	6,035
Fixed-income funds	70,580	-	70,580
Domestic stocks	46,765	46,765	-
Real estate equity investments	14,002	14,002	
Subtotal plan assets	141,234	64,619	76,615

Investments measured at net asset value:

Domestic stock funds	$ 58,676
International stock funds	49,734
Fixed income funds	21,236
Total plan assets	$ 270,880

As of June 30, 2017, $1,842 of the plan's cash balance was held in a separate non-interest-bearing cash account for the purpose of claims disbursement by the plan's administrator.

VHS's investment strategy for the assets of the Retirement Plan is designed to preserve principal while earning returns relative to the overall market consistent with a prudent level of risk. The strategy balances the liquidity needs of the Retirement Plan with the long-term return goals necessary to satisfy future obligations. The target asset allocation is diversified across traditional asset classes. Diversification is also achieved through participation in U.S. and non-U.S. markets, investment manager style, philosophy, and capitalization. The complementary investment styles and approaches used by investment managers are aimed at reducing volatility while capturing the equity premium from the capital markets over the long term. Risk tolerance is established through consideration of plan liabilities, plan funded status, and VHS's consolidated financial condition. Consistent with VHS's fiduciary responsibilities, the fixed-income allocation generally provides for security of principal to meet near-term expenses and obligations. Periodic reviews of the market values and corresponding asset allocation percentages are performed to determine whether a rebalancing of the portfolio is necessary.

The following were the target asset allocations as of June 30, 2017, by major asset classification:

Fixed-income	35%
Domestic stocks	29
Foreign stocks	19
Inflation linked	17
Total plan assets	100%

Cash Contributions and Benefit Payments

VHS expects to contribute $46,048 to the Retirement Plans and $58 to the Postretirement Healthcare Plan during fiscal year ending June 30, 2018. The expected contributions to the Retirement Plans include an additional expected contribution of approximately $7,619 resulting from a shortfall in 2017 charity care requirement established by the Attorney General in connection with the Restructuring Agreement.

The benefit payments, which reflect expected future service, as appropriate, expected to be paid in each of the next five years, and in aggregate for the next five years, are as follows:

	Retirement Plan Benefits	Postretirement Healthcare Benefits
2018	$ 23,834	$ 58
2019	25,316	47
2020	27,251	50
2021	29,016	55
2022	30,166	60
Next five years	161,490	330

Multiemployer Plan

Certain affiliated entities in Northern California participate in multiemployer defined benefit retirement plans as described below (in thousands):

Plan	Pension Plan Employer Identification Number/Plan Number	Pension Protection Act Zone Status June 30 2017	Pension Protection Act Zone Status June 30 2016	Funding Improvement/ Rehabilitation Plan Status June 30, 2017
Retirement Plan for Hospital Employees	94-2995676/001	Green	Green	No

Pension Protection Act Zone Status (from worst to best):

Critical Status	Red
Seriously Endangered	Orange
Endangered	Yellow
None of the above	Green

Plan	Pension Plan Employer Identification Number/Plan Number	Contributions 2018 (Expected)	2017	2016	Surcharge Imposed (during 2013)	Collective Bargaining Agreement Expiration Date
Retirement Plan for Hospital Employees	94-2995676/001	$15,706	$21,093	$ 17,223	No	October 31, 2018

Since March 1, 2011, participant benefits were frozen for the non-contractual employees of the two participating affiliates in the Retirement Plan for Hospital Employees. Beginning January 1, 2013, participant benefits were frozen for all Service Employees International Union (SEIU) employees. Certain affiliates will continue to make periodic contributions as needed for eligible participants.

The contributions for the multiemployer plan were approximately 45% and 38% of the total contributions to the plan for June 30, 2017 and 2016, respectively. There are no minimum contributions required for future periods by the collective-bargaining agreements, statutory obligations, or other contractual obligations for both plans.

The risks of participating in multiemployer plans are different from single-employer plans in the following aspects: (i) assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers; (ii) if a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers; and (iii) if the affiliates choose to stop participating in the multiemployer plan, the affiliates may be required to pay the plan an amount based on the underfunded status of the plan, referred to as a withdrawal liability.

9. Debt

Long-term debt consists of the following:

June 30,	2017	2016
California Statewide Communities Development Authority Revenue Bonds Series 2005A, payable in varying installments through 2040, fixed interest rates ranging from 5.00% to 5.25% per annum	$ 246,345	$ 249,850
California Statewide Communities Development Authority Revenue Bonds Series 2005 G and H (St. Francis Medical Center), payable in varying annual installments through 2026, fixed interest rates ranging from 5.00% to 5.25% per annum	19,840	22,740
California Public Finance Authority Revenue Notes (Verity Health System), Series 2015 A and B fixed interest only bonds at 7.25% per annum. Principal due June 10, 2019	105,000	105,000

June 30,	2017	2016
California Public Finance Authority Revenue Notes (Verity Health System), Series 2015 C (taxable) and D (tax-exempt) fixed interest only bonds at 9.50% and 8.75% per annum, respectively. Principal due June 10, 2019	$ 55,000	$ -
Commercial Property Assessed Clean Energy (C-PACE) Financing, payable in semi-annual installments through 2048, fixed interest of 6.40% - 6.45% per annum	40,000	-
Notes payable for Health Center One Mortgage, $6.5 million face value, payable in monthly installments with a lump-sum payment in May 2018, fixed interest rate of 5.85% per annum	5,140	5,329
Other	1,411	53
Total debt obligations	472,736	382,972
Less current portion (including debt issuance costs and bond premiums)	(12,480)	(6,647)
	460,256	376,325
Plus bond premium	3,672	4,031
Less debt issuance costs	(4,772)	(4,483)
Long-term debt - net of current portion and debt issuance costs	$ 459,156	$ 375,873

Obligated Group

Verity Health System of California, Inc. and its five hospitals are collectively referred to as the "Obligated Group" or as "Members," and each individually is sometimes referred to herein as a "Member." The Obligated Group is established pursuant to a Master Indenture of Trust, dated December 1, 2001, as supplemented to date (the Master Indenture), between the Obligated Group and U.S. Bank National Association, as successor master trustee (the Master Trustee). The Obligated Group is jointly and severally liable for obligations issued pursuant to and outstanding under the Master Indenture (Obligations).

Each of the Obligated Group Members has executed one or more deeds of trust pursuant to which the respective Obligated Group Member has granted for the benefit of the Master Trustee, a first lien on, and security interest in, the property of the hospitals and certain other parcels of property owned by such Obligated Group Members, subject to permitted liens, as security for the performance of the Obligated Group Members' obligations under the Master Indenture. Additionally, each of the Obligated Group Members has created a gross revenue fund with its depository bank to further secure its gross revenues for the benefit of the Master Trustee.

The Master Indenture and certain other Obligated Group's financing agreements contain restrictive covenants, including maintenance of a debt ratio, limitations on the amount of any additional borrowings, and limitations on the disposal or transfer of assets to non-obligated group members. Additionally, the financing agreements require that funds are established with, and controlled by, a trustee during the period the bonds remain outstanding. The Obligated Group has complied with such financial covenants and restrictions at June 30, 2017.

For the year ended June 30, 2017, the Obligated Group did not have to comply with a minimum required Annual Debt Service Coverage Ratio per the Master Indenture as there was a covenant holiday. For the year ending June 30, 2018, the minimum required Annual Debt Service Coverage Ratio is 0.7. The minimum required Annual Debt Service Coverage Ratio increases to 1.1 for the year ending June 30, 2019.

Long-Term Debt

Series 2005 Bonds

In March 2005, the California Statewide Communities Development Authority (CSCDA), on behalf of Daughters of Charity Health System (now known as VHS), issued four series of revenue bonds in the aggregate principal amount of $364,655 (the 2005 Bonds). The 2005 Bonds were comprised of $259,125 of 2005 Series A bonds, $39,715 of Series F bonds, $48,245 of Series G bonds, and $17,570 of Series H bonds. The issuance of the 2005 Bonds generated original issue premiums of $12,929. A portion of the proceeds of the 2005 Bonds was used to refinance prior bonds and finance the costs of constructing, improving, renovating, and equipping certain improvements to the facilities of the Obligated Group. The 2005 Series F bonds matured and were paid pursuant to their terms on July 1, 2010. Total interest expense related to the Series 2005 Bonds was $15,801 and $17,588 for the years ended June 30, 2017 and 2016, respectively.

The Series 2005 Bonds are a limited obligation of CSCDA and are payable solely from payments made by the Obligated Group. Payment of principal and interest on the Series 2005 Bonds is secured by Obligations issued pursuant to the Master Indenture.

Series 2015 Notes

On December 14, 2015, the California Public Finance Authority issued an aggregate of $160,000 of Revenue Notes (Verity Health System) Series 2015A, B, C, and D (collectively, the 2015 Notes) for the benefit of VHS. There are four series of 2015 Notes. The Series 2015A, B, and D Notes are tax exempt, and the Series 2015C Notes are taxable. While all of the 2015 Notes were authorized and issued, only the Series 2015A Notes ($60,000) and the 2015B Notes ($45,000) were funded as of June 30, 2016. The Series 2015C Notes ($10,000) and the Series 2015D Notes ($45,000) were funded on September 19 and October 31, 2016, respectively. A portion of the proceeds of the 2015 Notes was used, together with other funds, to pay the principal of and accrued and unpaid interest on the 2014 Bonds that matured on December 15, 2015. Total interest expense related to the Series 2015 Notes was $11,013 and $2,953 for the years ended June 30, 2017 and 2016, respectively.

The 2015 Notes are secured by an Obligation (as defined in the Master Indenture) on parity with other Obligations issued pursuant to the Master Indenture. In addition to their parity lien under the Master Indenture, the 2015 Notes have additional lien rights on the Obligated Group's accounts receivable and in certain properties owned by St. Francis Medical Center and Saint Louise Regional Hospital.

2017 Assessment Bonds (C-PACE bonds)

In May 2017, Verity closed on a Commercial Property Assessed Clean Energy ("C-PACE") funding in the amount of $40,000 to finance seismic upgrades to the Seton Medical Center campus. CleanFund Commercial PACE Capital, Inc. provided $20,000 of its own capital and brought in a partner, Petros PACE Finance, to provide an additional $20,000. The proceeds will be used to make upgrades to the hospital, as required by California's mandatory Hospital Facilities Seismic Safety Act (SB 1953).

C-PACE is long-term, fixed-rate financing, similar to the traditional tax-exempt debt that hospitals often use for infrastructure investments. The C-PACE bonds are exempt from income taxes imposed by the State of California; however are not exempt from federal income tax. To repay the C-PACE financing, Seton will pay property tax assessments at a fixed amount until the C-PACE financing matures in 2047. The assessment payments are secured by a lien against the property at the Seton Medical Center campus. Total interest expense related to the C-PACE bonds was $323 for the year ended June 30, 2017. Refer to Note 12 for additional information on VHS's seismic requirements.

Scheduled long-term principal debt payments as of June 30, 2017, are as follows:

Years Ending June 30,	Amount
2018	$ 13,165
2019	167,553
2020	7,982
2021	8,409
2022	8,852
Thereafter	266,775
	$ 472,736

Fair Values

The fair value of VHS's bond indebtedness is estimated based on the quoted market prices for the same or similar issues or on the current rates offered for debt of the same remaining maturities. The total estimated fair value of VHS's bond and note debt (Series 2005 bonds, Series 2015 Notes and 2017 Assessment Bonds) as of June 30, 2017 and 2016, was $448,472 and $336,804, respectively, and such debt was valued using Level 2 inputs. The total carrying value of VHS's bond and note debt as of June 30, 2017 and 2016, was $466,185 and $377,590, respectively. The reported fair value of VHS's bond indebtedness instruments excludes the full value of an irrevocable principal pre-payment of $6,405 and $6,090 made as of June 30, 2017 and June 30, 2016, respectively. The fair values of the remaining mortgage payable and other debt are not materially different from their carrying values as the majority of such amounts are due within the next 12 months. The fair value amounts do not represent the amount that would be required to expend to retire the indebtedness.

10. Functional Classification of Expense

The following is a functional classification of VHS's expenses:

Year Ended June 30,	2017	2016
Health services	$ 1,151,268	$ 1,193,112
General and administrative	363,558	301,768
	$ 1,514,826	$ 1,494,880

11. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets are available for the following purposes:

June 30,	2017	2016
Equipment and expansion	$ 2,809	$ 3,522
Research and education	2,581	2,848
Restricted contribution	-	60,367
Charity and other	8,054	6,593
Total temporarily restricted net assets	13,444	73,330
Permanently restricted net assets	8,202	8,137
Total restricted net assets	$ 21,646	$ 81,467

Equipment and expansion relate to assets held by VHS, which are restricted by donors or grantors to be used specifically for equipment, capital projects, or other capital needs.

Research and education relate to assets held by VHS, which are restricted by donors or grantors to be used in specific research or education programs.

During the fiscal year ended June 30, 2016, the restricted contribution represented the remaining portion of the contribution recognized at the time of the transaction contemplated by the Restructuring Agreement (see Note 1 "Organization"). The restriction of this contribution was lifted during the fiscal year ended June 30, 2017, pursuant to the terms of the Restructuring Agreement. The release of the restricted funds was recorded as unrestricted contribution revenue for the year ended June 30, 2017.

Charity and other relate mainly to assets held by VHS, which are restricted by donors or grantors to be used in specific health care programs for charity care and other medical and patient services.

Permanently restricted net assets of $8,202 and $8,137 at June 30, 2017 and 2016, respectively, are restricted to investments to be held in perpetuity, with the income expendable to support VHS's mission.

Endowments

VHS and five of its consolidated charitable foundations follow the Uniform Prudent Management of Institutional Funds Act (UPMIFA). UPMIFA eliminates the concept of "historic dollar value" and allows an institution to spend or accumulate as the board determines is prudent for the uses, benefits, purposes, and duration of the endowment fund unless the gift instrument states a particular spending rate or formula. California's version of UPMIFA also includes a rebuttable provision that spending greater than 7% of the average fair market value (calculated at least quarterly over a minimal period of three years) is presumed to be imprudent.

In accordance with UPMIFA, VHS considers the following factors when appropriating or accumulating an endowment fund: (i) general economic conditions, (ii) effects of inflation and deflation, (iii) the purposes of the institution and the endowment fund, (iv) expected total return from income and appreciation of investments, (v) VHS's other resources, (vi) the duration and preservation of the endowment fund, and (vii) VHS's investment policies.

From time to time, the fair value of assets associated with individual endowment funds may fall below the level that the donor or UPMIFA requires VHS to retain as a fund of perpetual duration. Deficiencies of this nature that are reported in unrestricted net assets were not material as of June 30, 2017 and 2016. These deficiencies resulted from unfavorable investment market fluctuations.

VHS has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Under these policies, as approved by the boards of trustees of the charitable foundations, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results while assuming a moderate level of investment risk.

To satisfy its long-term rate-of-return objectives, VHS relies on a balanced investment strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). VHS targets a diversified asset allocation that places a great emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

The endowment net asset composition by type of fund consists of the following:

	June 30, 2017			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	$ 615	$ 962	$ 8,202	$ 9,779
Total funds	$ 615	$ 962	$ 8,202	$ 9,779

	June 30, 2016			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	$ 606	$ 789	$ 8,137	$ 9,532
Total funds	$ 606	$ 789	$ 8,137	$ 9,532

The changes in endowment net assets are as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Balance at June 30, 2015	$ 596	$ 778	$ 8,207	$ 9,581
Net gains (losses) - realized and unrealized	10	11	(73)	(52)
Other	-	-	3	3
Balance at June 30, 2016	606	789	8,137	9,532
Net gains (losses) - realized and unrealized	9	173	65	247
Other	-	-	-	-
Balance at June 30, 2017	$ 615	$ 962	$ 8,202	$ 9,779

12. Commitments and Contingent Liabilities

Standby Letter of Credit

Marillac, a subsidiary of VHS, pledged $43,408 of its investments to support a standby letter of credit issued in favor of Old Republic Insurance Company, one of the Parent's insurers, at June 30, 2017

Litigation, Regulatory and Compliance Matters

The health care industry is subject to numerous laws and regulations of federal, state, and local governments. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as regulatory actions unknown or unasserted at this time. These laws and regulations include, but are not necessarily limited to, matters, such as licensure, accreditation, controlled substances, privacy, government health care program participation requirements, reimbursement laws and regulations, anti-referral laws, false claims prohibitions, and in the case of tax-exempt organizations, the requirements of tax exemption. In recent years, government activity has increased with respect to investigations and allegations concerning possible violations of reimbursement, false claims, and anti-referral statutes and regulations by health care providers. Violations of these laws and regulations could result in expulsion from government health care programs, as well as imposition of significant fines and penalties and significant repayments for patient services previously reimbursed

The Health Insurance Portability and Accountability Act (HIPAA) assures health insurance portability, reduces healthcare fraud and abuse, guarantees security and privacy of health information, and enforces standards for health information. The Health Information Technology for Economic and

Clinical Health Act (HITECH Act) expanded upon HIPAA in a number of ways, including establishing notification requirements for certain breaches of protected health information. In addition to these federal rules, California has also developed strict standards for the privacy and security of health information as well as for reporting certain violations and breaches. The Company may be subject to significant fines and penalties if found not to be compliant with these state or federal provisions.

Management assesses the probable outcome of unresolved litigation and investigations and records contingent liabilities reflecting estimated liability exposure. It is the opinion of management, after consulting with legal counsel, that such actions will not have a material effect on VHS's consolidated financial position or results of operations as of June 30, 2017. Therefore, based on the information provided by its legal counsel, VHS has accrued $1,100 and $1,240 as of June 30, 2017 and 2016, respectively, which were related to certain of these actions. VHS evaluates recoveries from insurance coverage separately from its liability, and when appropriate, an asset is recorded separately from the associated liability. Following is a discussion of matters of note.

VHS is a named defendant in two related class actions, *Jarmaine Johns v. Verity Health System of California* and *Iris Lara and Tanya Llera v. Verity Health System of California*. The complaints allege the plaintiffs were the victims of a data breach where their personal information was obtained and their identities were allegedly used. The breach involved approximately 7,500 employees. The complaints allege the plaintiffs have been harmed and have had to spend time and money addressing identity theft. In the *Lara* action, plaintiffs specifically allege that they have been harmed by false tax returns that were filed using information released in the data breach. The *Lara* action is currently stayed by order of the court. VHS intends to contest these actions. At this time, management cannot accurately estimate the amounts of any payments or settlements that might result from these matters.

VHS was previously a named defendant in a breach of contract, unjust enrichment, and declaratory relief complaint filed by Prime Healthcare Services, Inc. and Prime Healthcare Foundation, Inc. and captioned *Prime Healthcare Services, Inc., et al., vs. Blue Mountain Management Capital, et al.*, in the Superior Court of California, County of San Bernardino, and San Bernardino Justice Center. Subsequent to June 30, 2017, a settlement was reached between the parties, which resulted in no loss for VHS.

U.S. Department of Justice and OIG Investigations

VHS and/or its facilities periodically receive notices from governmental agencies, such as U.S. Department of Justice (DOJ) or the Office of Inspector General (OIG), requesting information regarding billing, payment, or other reimbursement matters, or initiating investigations, or indicating the existence of whistleblower litigation. VHS does not anticipate such requests to result in a material impact to the consolidated financial statements.

Within this category, VHS received an informal documentation request from the DOJ related to BASM during the current year (see Note 3 for information on the BASM acquisition transaction). Additionally, during the prior year, VHS filed a self-disclosure with the OIG indicating possible violations of the Stark Law and the Anti-Kickback Statute by Seton Medical Center. The OIG informed VHS that the disclosure was officially accepted into the Self-Disclosure Protocol. At this time, management cannot accurately estimate the amounts of any potential damages or penalties that might result from these matters.

Collective Bargaining

VHS has 6,787 employees as of June 30, 2017, of whom just over 4,149 are full-time employees. Approximately 78% of these employees are represented by collective bargaining units. A majority of the employees are represented by collective bargaining agreements with Service Employees International Union (SEIU) (approximately 40% of employees) and California Nurses Association (CNA) (approximately 23% of employees). Employee strikes or other adverse labor actions may have a material adverse impact on VHS's consolidated financial position or results of operations.

Attorney General Requirements

As part of approving the Restructuring Agreement (see Note 1), the California Attorney General's (AG) office placed certain operational restrictions on VHS and each of its hospitals, which include certain minimum annual targets for charity care, community benefits, and capital expenditures among other requirements. As a result of a shortfall in the fiscal year 2017 charity care requirement for certain hospitals, VHS was required to make an additional contribution to the Retirement Plans of $7,619 by October 31, 2017 (see Note 8). VHS has complied with such requirements under the AG agreement.

Lease Commitments

Future minimum lease payments under VHS's significant non-cancelable operating leases (with initial or remaining lease terms in excess of one year) as of June 30, 2017, are as follows:

Years Ending June 30,	Amount
2018	$ 11,840
2019	7,681
2020	5,553
2021	4,468
2022	2,807
Thereafter	996
	$ 33,345

Rent expense was $21,601 and $19,501 for the years ended June 30, 2017 and 2016, respectively.

Seismic Standards

VHS assessed its earthquake retrofit requirements for health care facilities under a state of California law SB 90 that can allow a delay of up to seven years from the January 1, 2013, deadline for Structural Performance Category 1 (SPC-1) retrofits. This affects six buildings at three of VHS's hospitals. The previously reported seventh building, the St. Vincent Medical Center Central Plant, has been upgraded to SPC-2 status. Extensions have been approved by the Office of Statewide Health Planning and Development as follows:

St. Vincent Medical Center Main Hospital must meet SP-2 standards by January 1, 2019. St. Vincent Medical Center Doheny Wing must meet SP-2 standards by July 1, 2019. Management currently estimates that remaining remediation costs required for meeting the standards is approximately $12,200 based on third-party estimates.

O'Connor Hospital 1953 Building must meet SPC-2 standards by July 1, 2019. O'Connor Hospital 1953 Boiler Plant/Laundry must meet SPC-2 standards by January 1, 2019. Management currently estimates that remaining remediation costs required for meeting the standards is approximately $13,200 based on third party estimates.

Seton Medical Center Main Tower and Seton Medical Center Front Wing must meet SP-2 standards by July 1, 2019. Management currently estimates that remaining remediation costs required for meeting the standards is approximately $40,300 based on third party estimates. Seton seismic work will be financed with the funds received from the C-PACE bonds (see Note 9) and grant funds received by the County of San Mateo.

13. Subsequent Events

VHS has evaluated subsequent events and disclosed all material events through November 8, 2017, which is the date these consolidated financial statements of VHS were issued.

In July 2017, NantWorks LLC (NantWorks), the parent organization for health technology and biotech companies founded by Dr. Patrick Soon-Shiong, acquired a majority stake in VHS's management company, Integrity Healthcare, LLC, from Blue Mountain. There were no significant changes to the terms of the Restructuring Agreement or the California Attorney General requirements as a result of this transaction.

In August 2017, St. Vincent Medical Center Foundation received an unrestricted contribution of $12,000 as part of a settlement.

In August 2017, VHS completed the sale of certain non-core land and real property located in Los Angeles, CA, for a total purchase price of $17,950. The net book value of the property was classified as assets held for sale (see Note 6) at June 30, 2017, and VHS expects to recognize a gain on the sale of approximately $15,500 in the fiscal year ending June 30, 2018.

In September 2017, the California Public Finance Authority issued $21,000 of tax-exempt notes (the "2017 Notes") for the benefit of VHS. All of the 2017 Notes were purchased by NantWorks. The 2017 Notes are secured pursuant to a certain master trust indenture among the Obligated Group Members and U.S. Bank, National Association. The 2017 Notes bear interest at 7.25% and the principal is due at the maturity date in December 2020.

In October 2017, VHS borrowed $46,220 (the "MOB Loan") from Verity MOB Financing, LLC. Verity MOB Financing, LLC, is wholly owned by NantWorks. The MOB Loan is secured by Deeds of Trust against four medical office buildings owned by Verity Holdings, LLC. The MOB Loan bears interest at a variable rate that adjusts monthly based on One Month Libor plus a spread and the MOB Loan is interest only for the initial term of 36 months. Principal and any unpaid interest is due at the end of the initial term unless extended. After the initial term, VHS has the option to extend the MOB Loan for two additional twelve month terms.

Supplementary Information

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Balance Sheet
As of June 30, 2017
(In Thousands)

	O'Connor Hospital	Seton Medical Center	Seton Medical Center Coastside	St. Francis Medical Center	Saint Louise Regional Hospital	St. Vincent Medical Center	System Office	Eliminations	Obligated Group Subtotal
Assets									
Current Assets:									
Cash and cash equivalents	$ 6,796	$ 7,982	$ 164	$ 27,888	$ 3,500	$ 3,504	$ 263	$ -	$ 50,097
Patient accounts receivable, net	44,085	36,629	3,912	87,216	12,937	45,862	-	-	230,641
Due from government agencies	1,788	3,085		5,528	-	5,537		-	15,938
Due from related organizations	8,366	24,828	46	316,476	5,556	17,611	351,576	(679,951)	44,508
Other current assets	11,921	7,456	378	36,589	4,548	13,334	5,742	-	79,968
Total current assets	72,956	79,980	4,500	473,697	26,541	85,848	357,581	(679,951)	421,152
Assets Limited as to Use:									
Other investments						3,039			3,039
Under bond indenture agreements		38,659					24,834		63,493
Total assets limited as to use	-	38,659			-	3,039	24,834		66,532
Property and equipment, net	30,884	35,311	495	94,973	12,866	45,086	1,921	-	221,536
Other long-term assets	306	460	3	98	7	13	3,675	-	4,562
Total Assets	$ 104,146	$ 154,410	$ 4,998	$ 568,768	$ 39,414	$ 133,986	$ 388,011	$ (679,951)	$ 713,782

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Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Balance Sheet (continued)
As of June 30, 2017
(In Thousands)

	Obligated Group Subtotal	Marillac Insurance Company, Ltd.	Verity Medical Foundation	Verity Business Services	Verity Holdings, LLC	All Other Entities	Eliminations	VHS Total
Assets								
Current Assets:								
Cash and cash equivalents	$ 50,097	$ 904	$ 1,767	$ 104	$ 2,735	$ 5,040	$ -	$ 60,647
Patient accounts receivable	230,641		4,252	-	-	874	-	235,767
Due from government agencies	15,938	-	-	-	-			15,938
Due from related organizations	44,508		104	13,458	5,446	1,312	(64,828)	
Other current assets	79,968	6,567	2,883	410	3,453	7,765	(5,854)	95,192
Total current assets	421,152	7,471	9,006	13,972	11,634	14,991	(70,682)	407,544
Assets Limited as to Use:								
Other investments	3,039	45,033			590	12,519		61,181
Under bond indenture agreements	63,493	-						63,493
Total assets limited as to use	66,532	45,033			590	12,519		124,674
Property and equipment, net	221,536	-	2,154	233	22,875	244		247,042
Other long-term assets	4,562	-	1,559	4	18,229	987	(256)	25,085
Total Assets	$ 713,782	$ 52,504	$ 12,719	$ 14,209	$ 53,328	$ 28,741	$ (70,938)	$ 804,345

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Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Balance Sheet (continued)
As of June 30, 2017
(In Thousands)

	O'Connor Hospital	Seton Medical Center	Seton Medical Center Coastside	St. Francis Medical Center	Saint Louise Regional Hospital	St. Vincent Medical Center	System Office	Eliminations	Obligated Group Subtotal
Liabilities and Net (Deficit) Assets									
Current Liabilities:									
Accounts payable	$ 12,387	$ 8,901	$ 127	$ 11,335	$ 2,621	$ 13,854	$ 22,122	$ -	$ 71,347
Accrued expenses and other current liabilities	19,512	52,802	1,861	68,202	5,964	22,347	64,858		235,546
Current portion of long-term debt, net of debt issuance costs	744	912		3,800	451	833	(150)		6,590
Due to government agencies	975	254		2,329	27	1,514			5,299
Due to related organizations	220,496	116,532	19,235	1,315	66,325	216,877	59,193	(679,951)	20,022
Total current liabilities	254,114	179,401	21,223	87,981	75,388	255,425	146,023	(679,951)	338,804
Pension obligations	53,037	27	27	103,787	6,442	71,180	17,972	1,530	254,002
Long-term portion of workers' compensation and hospital professional and general liability							5,404		5,404
Other long-term liabilities	192	2,932		183		2,341	27,559		33,207
Long-term debt, net of current portion and debt issuance costs	48,410	98,002		68,184	29,323	54,192	161,045		459,156
Total liabilities	355,753	280,362	21,250	259,335	111,153	383,138	358,003	(678,421)	1,090,573
Net (Deficit) Assets:									
Unrestricted - Verity Health System	(251,607)	(125,957)	(16,252)	309,381	(71,739)	(252,418)	30,008	(1,530)	(380,109)
Unrestricted - Noncontrolling									
Temporarily restricted				52		523			575
Permanently restricted	-	-	-	-	-	2,743	-	-	2,743
Total net (deficit) assets	(251,607)	(125,952)	(16,252)	309,433	(71,739)	(249,152)	30,008	(1,530)	(376,791)
Total Liabilities and Net (Deficit) Assets	$ 104,146	$ 154,410	$ 4,998	$ 568,768	$ 39,414	$ 133,986	$ 388,011	$ (679,951)	$ 713,782

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Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Balance Sheet (continued)
As of June 30, 2017
(In Thousands)

	Obligated Group Subtotal	Marillac Insurance Company, Ltd.	Verity Medical Foundation	Verity Business Services	Verity Holdings, LLC	All Other Entities	Eliminations	VHS Total
Liabilities and Net (Deficit) Assets								
Current Liabilities:								
Accounts payable	$ 71,347	$ 35	$ 1,420	$ 74	$ 1,701	$ -	$ -	$ 74,577
Accrued expenses and other current liabilities	235,546	14,730	7,035	1,570	574	775	(6,101)	254,129
Current portion of long-term debt, net of debt issuance costs	6,590		750		5,140			12,480
Due to government agencies	5,299		-					5,299
Due to related organizations	20,022		126	10,441	499	33,740	(64,828)	
Total current liabilities	338,804	14,765	9,331	12,085	7,914	34,515	(70,929)	346,485
Pension obligations	254,002							254,002
Long-term portion of workers' compensation and hospital professional and general liability	5,404	30,738						36,142
Other long-term liabilities	33,207	-	-		9,308	186	(9)	42,692
Long-term debt - net of current portion and debt issuance costs	459,156	-	-		-	-		459,156
Total liabilities	1,090,573	45,503	9,331	12,085	17,222	34,701	(70,938)	1,138,477
Net (Deficit) Assets:								
Unrestricted - Verity Health System	(380,109)	7,001	3,388	2,124	33,740	(24,288)		(358,144)
Unrestricted - Noncontrolling					2,366			2,366
Temporarily restricted	575				-	12,869		13,444
Permanently restricted	2,743				-	5,459		8,202
Total net (deficit) assets	(376,791)	7,001	3,388	2,124	36,106	(5,960)	-	(334,132)
Total Liabilities and Net (Deficit) Assets	$ 713,782	$ 52,504	$ 12,719	$ 14,209	$ 53,328	$ 28,741	$ (70,938)	$ 804,345

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Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Statement of Operations
For the Year Ended June 30, 2017
(In Thousands)

	O'Connor Hospital	Seton Medical Center	Seton Medical Center Coastside	St. Francis Medical Center	Saint Louise Regional Hospital	St. Vincent Medical Center	System Office	Eliminations	Obligated Group Subtotal
Unrestricted Revenues and Other Support:									
Net patient service revenue	$ 270,032	$ 230,312	$ 21,866	$ 443,825	$ 88,164	$ 215,368	$ -	$ -	$ 1,269,567
Provision for doubtful accounts	(6,847)	(3,212)	(314)	(12,742)	(3,099)	(7,104)	-	-	(33,318)
Net patient service revenue less provision for doubtful accounts	263,185	227,100	21,552	431,083	85,065	208,264	-	-	1,236,249
Premium revenue	326	-	-	80,039	-	18,312	-	(70)	98,607
Other operating revenue	4,074	3,458	574	1,985	106	1,963	181,675	(181,188)	12,647
Contributions	423	223	-	2,755	51	1,218	-	(382)	4,288
Total unrestricted revenues and other support	268,008	230,781	22,126	515,862	85,222	229,757	181,675	(181,640)	1,351,791
Expenses:									
Salaries and benefits	165,924	136,212	15,951	200,689	51,128	105,754	27,488	-	703,146
Purchased services and other	96,640	82,303	4,132	147,515	30,506	99,643	144,911	(181,188)	424,462
Supplies	40,741	31,451	1,935	38,617	6,457	48,264	(945)	-	166,520
Medical claims	249	-	-	45,508	-	9,848	-	(70)	55,534
Depreciation and amortization	7,992	6,019	167	10,048	1,701	6,037	165	-	32,123
Interest - net	2,821	3,440	(5)	4,284	1,667	3,075	12,359	-	27,641
Goodwill and intangible asset impairment loss	-	-	-	-	-	-	-	-	-
Total expenses	314,366	259,425	22,174	446,661	91,459	272,621	183,978	(181,258)	1,409,426
Operating (loss) income	(46,358)	(28,644)	(48)	69,201	(6,237)	(42,864)	(2,303)	(382)	(57,635)
Investment (loss) income	-	-	-	-	-	-	2,303	-	2,303
(Deficit) excess of revenues over expenses	(46,358)	(28,644)	(48)	69,201	(6,237)	(42,864)	-	(382)	(55,332)
Less (deficit) excess of revenues over expenses attributable to noncontrolling interest	-	-	-	-	-	-	-	-	-
(Deficit) excess of revenues over expenses, net of noncontrolling interest	$ (46,358)	$ (28,644)	$ (48)	$ 69,201	$ (6,237)	$ (42,864)	$ -	$ (382)	$ (55,332)

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Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Statement of Operations
For the Year Ended June 30, 2017
(In Thousands)

	O'Connor Hospital	Seton Medical Center	Seton Medical Center Coastside	St. Francis Medical Center	Saint Louise Regional Hospital	St. Vincent Medical Center	System Office	Eliminations	Obligated Group Subtotal
Unrestricted Net (Deficit) Assets attributable to Verity Health System:									
(Deficit) excess of revenues over expenses attributable to Verity Health System	$ (46,358)	$ (28,644)	$ (48)	$ 69,201	$ (6,237)	$ (42,864)	$ -	$ (382)	$ (55,332)
Change in funded status of pension and other postretirement benefit plans	(3,461)	(4,800)	(306)	3,833	(1,892)	15,319	504	(1,530)	7,667
Net assets released from restrictions used for purchase of property and equipment	113	63	-	-	327	107	-	-	610
Other	1,829	1,138	-	(741)	(281)	3,776	20,109	382	26,212
Decrease in unrestricted net (deficit) assets attributable to Verity Health System	(47,877)	(32,243)	(354)	72,293	(8,083)	(23,662)	20,613	(1,530)	(20,843)
Unrestricted Net Assets attributable to Noncontrolling Interests:									
(Deficit) excess of revenues over expenses attributable to noncontrolling interests									
Noncontrolling interest related to acquisitions and other	-	-	-	-	-			-	-
Increase in unrestricted net assets attributable to noncontrolling interest	$ -	$	$	$	$	$	$	$	$

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Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Statement of Operations (continued)
For the Year Ended June 30, 2017
(In Thousands)

	Obligated Group Subtotal	Marillac Insurance Company, Ltd.	Verity Medical Foundation	Verity Business Services	Verity Holdings, LLC	All Other Entities	Eliminations	VHS Total
Unrestricted Revenues and Other Support:								
Net patient service revenue	$ 1,269,567	$ -	$ 26,834	$ -	$ -	$ 4,604	$ -	$ 1,301,005
Provision for doubtful accounts	(33,318)	-	(366)	-	-	(86)	-	(33,770)
Net patient service revenue less provision for doubtful accounts	1,236,249	-	26,468	-	-	4,518	-	1,267,235
Premium revenue	98,607	-	21,686	-	-	-	-	120,293
Other operating revenue	12,647	12,636	2,703	13,245	16,710	-	(31,637)	26,304
Contributions	4,288	-	-	-	60,368	1,061	-	65,717
Total unrestricted revenues and other support	1,351,791	12,636	50,857	13,245	77,078	5,579	(31,637)	1,479,549
Expenses:								
Salaries and benefits	703,146	-	22,282	9,590	166	3,537	(8,422)	730,299
Purchased services and other	424,462	14,468	44,585	3,424	11,667	1,501	(23,215)	476,892
Supplies	166,520	-	4,424	135	75	1,238	-	172,392
Medical claims	55,534	-	6,425	-	-	-	-	61,959
Depreciation and amortization	32,123	-	821	96	1,848	30	-	34,918
Interest - net	27,641	-	41	-	452	-	-	28,134
Goodwill and intangible asset impairment loss	-	-	-	-	10232	-	-	10,232
Total expenses	1,409,426	14,468	78,578	13,245	24,440	6,306	(31,637)	1,514,826
Operating (loss) income	(57,635)	(1,832)	(27,721)	-	52,638	(727)	-	(35,277)
Investment (loss) income	2,303	11			(6,815)	1,928	-	(2,573)
(Deficit) excess of revenues over expenses	(55,332)	(1,821)	(27,721)		45,823	1,201	-	(37,850)
Less (deficit) excess of revenues over expenses attributable to noncontrolling interest	-	-	-		(5,087)	-	-	(5,087)
(Deficit) excess of revenues over expenses, net of noncontrolling interest	$ (55,332)	$ (1,821)	$ (27,721)	$	$ 50,910	$ 1,201	$ -	$ (32,763)

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Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Statement of Operations (continued)
For the Year Ended June 30, 2017
(In Thousands)

	Obligated Group Subtotal	Marillac Insurance Company, Ltd.	Verity Medical Foundation	Verity Business Services	Verity Holdings, LLC	All Other Entities	Eliminations	VHS Total
Unrestricted Net (Deficit) Assets attributable to Verity Health System:								
(Deficit) excess of revenues over expenses attributable to Verity Health System	$ (55,332)	$ (1,821)	$ (27,721)	$	$ 50,910	$ 1,201	$	$ (32,763)
Change in funded status of pension and other postretirement benefit plans	7,667	-	-		-	-	-	7,667
Net assets released from restrictions used for purchase of property and equipment	610	-	-		-	-	-	610
Other	26,212	-	26,712	-	(51,192)	(1,395)	-	337
Decrease in unrestricted net (deficit) assets attributable to Verity Health System	$ (20,843)	$ (1,821)	$ (1,009)	$ -	$ (282)	$ (194)	$ -	$ (24,149)
Unrestricted Net Assets attributable to Noncontrolling Interests:								
(Deficit) excess of revenues over expenses attributable to noncontrolling interests	-	-	-	-	(5,087)	-		(5,087)
Noncontrolling interest related to acquisitions and other	-	-	-		7,453	-	-	7,453
Increase in unrestricted net assets attributable to noncontrolling interest	$	$ -	$ -	$	$ 2,366	$ -	$	$ 2,366

Case 2:18-bk-20151-ER Doc 2305-2 Filed 05/02/19 Entered 05/02/19 16:53:37 Desc Exhibit 1 Part 2 Page 251 of 251

Notice of Proposed Submission and Request for Consent by:

SETON MEDICAL CENTER, ST. FRANCIS MEDICAL CENTER, AND ST. VINCENT MEDICAL CENTER

in Connection with its Asset Purchase Agreement

with

STRATEGIC GLOBAL MANAGEMENT, INC.

NELSON HARDIMAN
HEALTHCARE LAWYERS

Prepared for the Office of the Attorney General

California Department of Justice
Charitable Trusts Division

May 7, 2019

Binder 2 of 13

Title 11, California Code of Regulations, § 999.5(d)(1)(B)

Exhibit 1

CONTINUED

EXHIBIT 1
PART 3

EXHIBIT 1
PART 3

Verity Health System of California, Inc.
Unaudited Financial Report and Utilization Statistics
For the Twelve Months Ended June 30, 2018

Verity Health System of California, Inc.

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VERITY HEALTH SYSTEM OF CALIFORNIA, INC.
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE TWELVE MONTHS ENDED
June 30, 2018

Verity Health System of California, Inc., a California nonprofit public benefit corporation (the "Parent") is the sole corporate member of five California nonprofit public benefit corporations that operate five acute care hospitals and other facilities (collectively, the "Hospitals," see list below) in the state of California. The Parent and the following affiliated entities (collectively, "Verity") operate as a nonprofit health care system in the state of California, with approximately 1,680 licensed acute care and skilled nursing beds.

Verity consists of Parent* and the following:

- O'Connor Hospital*
- Saint Louise Regional Hospital*
- St. Francis Medical Center*
- St. Vincent Medical Center*
- Seton Medical Center (including its unincorporated division Seton Medical Center Coastside)*
- Verity Business Services
- Marillac Insurance Company, Ltd.
- O'Connor Hospital Foundation
- Saint Louise Regional Hospital Foundation
- St. Francis Medical Center Foundation
- St. Vincent Medical Center Foundation
- Seton Medical Center Foundation
- St. Vincent de Paul Ethics Corporation
- St. Vincent Dialysis Center
- De Paul Ventures, LLC
- Verity Medical Foundation
- Verity Holdings, LLC
- Verity BASM Holdco, LLC**

* Member of the Obligated Group, as defined in the Master Indenture of Trust, dated as of December 1, 2001 (as previously amended and supplemented, the "Master Indenture"), among the Parent, the other Initial Members (as defined therein) and U.S. Bank National Association.
** Verity redeemed its investment in Verity BASM Holdco, LLC subsequent to June 30, 2018 (See "Other Events").

The financial information summarized herein represents consolidated financial information for Verity, not financial information solely for the Obligated Group. This summarized financial information includes the operations of all Obligated Group Members, as well as the results of operations of other entities that are not Members of the Obligated Group. For the twelve months ended June 30, 2018, the entities that are not Members of the Obligated Group had revenues and

investment income totaling $117.9 million (after the elimination of $59.1 million of inter-company revenues) representing 7.4% of Verity's consolidated revenues and investment income. Additional financial information pertaining to the entities that are not Members of the Obligated Group can be found in the accompanying unaudited financial statements.

The financial information for the twelve months ended June 30, 2018 is unaudited but includes adjustments which Verity management considers necessary to fairly present such information in conformity with United States generally accepted accounting principles. Operating results for the twelve months ended June 30, 2018 are not necessarily indicative of the results that may be expected in future periods.

CONSUMMATION OF THE RESTRUCTURING AGREEMENT

On July 17, 2015, Daughters of Charity Ministry Services Corporation, the Parent, certain funds managed by Blue Mountain Capital Management, LLC, and Integrity Healthcare, LLC entered into a System Restructuring and Support Agreement (the "Restructuring Agreement") to change the governance of and recapitalize the Parent and certain of its subsidiaries. The name of the Parent has been amended to be Verity Health System of California, Inc.

CALIFORNIA HOSPITAL FEE PROGRAM

California legislation established a program in 2009 that imposes a Quality Assurance Fee (the "QA Fee") on certain general acute-care hospitals to make supplemental, grant, and increased capitation payments (the "Supplemental Payments") to hospitals up to the aggregate upper payment limit for various periods. There have been five such programs (collectively, the "Programs") since inception.

The Programs are designed to make supplemental inpatient and outpatient Medi-Cal payments to private hospitals, including additional payments for certain facilities that provide high-acuity care and trauma services to the Medi-Cal population. This hospital QA Fee program provides a mechanism for increasing payments to hospitals that serve Medi-Cal patients, with no impact on the state's General Fund. Payments are made directly by the state or Medi-Cal managed care plans, which will receive increased capitation rates from the state in amounts equal to the Supplemental Payments. Outside of the legislation, the California Hospital Association has created a private program, operated by the California Health Foundation and Trust (CHFT), which was established to alleviate disparities potentially resulting from the implementation of the Programs.

The Programs require full federal approval (i.e., by the Centers for Medicare and Medicaid Services ("CMS")) in order for them to be fully enacted. If final federal approval is not ultimately obtained, provisions in the underlying legislation allowed for the QA Fee, previously assessed, and Supplemental Payments, previously received, to be returned and recouped, respectively.

In October 2013, the fourth program (the "36-Month Program") covering the period from January 2014 to December 2016 was signed into law by the Governor of California. The fee-for-service payments of the 36-Month Program were approved in December 2014 by CMS. The first six months of non-expansion managed care payments were approved by CMS in June 2015. The first six months of expansion managed care payments were approved by CMS in March 2016. On

December 30, 2016, CMS approved the managed care payments spanning July 1, 2014 to December 31, 2014 for the expansion population and July 1, 2014 to June 30, 2015 for the non-expansion population. During April and May 2017, the managed care payments were received covering the expansion population for the period of January 1, 2015 to June 30, 2015. During October 2017, the managed care payments were received covering the period of July 1, 2015 to June 30, 2016. The only remaining period of the 36-Month Program are the managed care payments covering the period of July 2016 to December 2016 which has not been approved by CMS at this time.

In December 2017, the fifth program (the "30-Month Program") covering the period of January 2017 to June 2019 was enacted after the voters approved Proposition 52 in the November 2016 election amending the California Constitution to make the QA Fee program permanent. CMS approved the fee for service ("FFS") portion of the program in December 2017. The managed care portion of the program has not been approved by CMS at this time.

For the twelve months ended June 30, 2017, Verity recognized payments to the California Department of Health Care Services (the "DHCS") for the QA Fee in the amount of $70.0 million and pledge payments to the CHFT of $2.4 million within purchased services, medical claims and other expenses. Verity recognized Supplemental Payment revenue for the twelve months ended June 30, 2017 in the amount of $169.7 million within net patient service revenues. During the twelve months ended June 30, 2017, Verity made fee payments to DHCS of $87.1 million and received cash receipts of $185.4 million.

For the twelve months ended June 30, 2018, Verity recognized payments to DHCS for the QA Fee in the amount of $127.1 million and pledge payments to CHFT of $3.5 million within purchased services, medical claims and other expenses. Verity recognized Supplemental Payment revenue for the twelve months ended June 30, 2018 in the amount of $298.9 million within net patient service revenues. During the twelve months ended June 30, 2018, Verity made fee payments to the DHCS of $88.9 million and received cash receipts of $272.2 million.

VOLUMES

Patient discharges for the twelve months ended June 30, 2018 increased by 2.9% as compared to the same period of the prior year. Adjusted discharges for the twelve months ended June 30, 2018 increased by 3.4% compared to the same period of the prior year.

Total deliveries decreased by 11.2% during the twelve months ended June 30, 2018 as compared to the same period of the prior year.

Inpatient surgeries for the twelve months ended June 30, 2018 increased 5.4% as compared to the same period of the prior year. Outpatient surgeries for the twelve months ended June 30, 2018 increased 0.2% as compared to the same period of the prior year.

Emergency department visits for the twelve months ended June 30, 2018 decreased 2.0% compared to the same period of the prior year.

REVENUES

Net Patient Service Revenue Less Provision for Bad Debts

Net patient service revenue of $1,373.3 million for the twelve months ended June 30, 2018 represents a net increase of $106.1 million or 8.4% as compared to the same period of the prior year. The net overall change in net patient service revenue was impacted by an increase of $129.2 million in Hospital Fee Program revenue. Net patient service revenue per adjusted discharge (excluding premium revenue, other revenue, contributions and investment earnings) of $18,121 for the twelve months ended June 30, 2018 increased 4.8% as compared to the same period of the prior year. This increase in net patient service revenue per adjusted discharge is primarily due to the increase in the amount of Hospital Fee Program revenue recognized into income during the twelve months ended June 30, 2018.

Premium Revenues, Other Revenues, and Contributions

Premium and other revenues of $197.9 million for the twelve months ended June 30, 2018 represents an increase of $51.3 million or 35.0% when compared to the same period of the prior year. This increase is mainly attributable to a gain on sale of an asset within the non-Obligated Group of $15.5 million, gains of $5.0 million associated with a settlement, and a $31.6 million increase in premium revenues associated with additional capitation arrangements. Contributions of $31.2 million during the twelve months ended June 30, 2018 decreased 52.5% as compared to the same period of the prior year. The decrease in contributions is related to the release of the restricted contribution as part of the consummation of the Restructuring Agreement which was recognized in the same period of the prior year.

Investment Earnings

For the twelve months ended June 30, 2018, investment losses totaled $7.5 million compared to losses of $2.6 million during the same period of the prior year. The investment losses in both the current year and the prior year primarily resulted from other-than-temporary impairments of certain surgery center equity-method investments and contingent losses associated with a guarantee within the Non-Obligated Group. Verity redeemed its investments in these surgery centers subsequent to June 30, 2018 (see "Other Events").

Verity recorded investment income of $2.4 million and $2.3 million for the twelve months ended June 30, 2018 and 2017, respectively, within the Obligated Group. Verity includes both realized and unrealized gains/losses as part of investment income. Verity invests in cash, equity securities, domestic and foreign, U.S. federal and corporate obligations.

EXPENSES

Total Operating Expenses

Total operating expenses of $1,713.8 million for the twelve months ended June 30, 2018 represents an increase of $199.0 million or 13.1% as compared to the same period of the prior year. The overall net change in operating expenses is due to an increase in salaries and benefits expense of $73.8 million, an increase in supplies expense of $26.1 million, an increase of $95.6 million in purchased services, medical claims and other expense and an increase of $8.8 million in interest expense, net, partially offset by a decrease in depreciation expense of $2.3 million and a decrease in goodwill and intangible asset impairment of $3.0 million. Total expense per adjusted discharge of $22,614 for the twelve months ended June 30, 2018 represents an increase of 9.4% compared to the same period of the prior year.

Salaries, Wages, and Benefits

Salaries, wages and benefits ("SWB") expense of $804.1 million for the twelve months ended June 30, 2018 increased $73.8 million or 10.1% as compared to the same period of the prior year. SWB as a percent of net patient revenue (excluding premium revenue) for the twelve months ended June 30, 2018 was 58.6%, represents an increase of 1.6% compared to the same period of the prior year. The overall increase was due to staffing for higher volumes, wage increases, and insourcing of multiple functions across the system.

Supplies

Supplies expense of $198.5 million for the twelve months ended June 30, 2018 increased $26.1 million or 15.2% as compared to the prior year due to the increase in overall volumes. Supplies expense as a percent of net patient revenue for the twelve months ended June 30, 2018 was 14.5% compared to 13.6% for the twelve months ended June 30, 2017.

Purchased Services, Medical Claims and Other

Purchased services, medical claims and other expense for the twelve months ended June 30, 2018 of $634.5 million increased by $95.6 million or 17.8% as compared to the same period of the prior year. The increase in purchased services, medical claims and other expense is primarily due to an increase of $34.5 million in medical claims corresponding with the increase in capitation arrangements, $57.1 million in the Hospital Fee Program expense, $17.6 million in medical fees corresponding to an increase in volumes and expansion at Verity Medical Foundation, partially offset by a decrease of $16.8 million in consulting and legal fees primarily resulting from insourcing efforts.

Goodwill and Intangible Asset Impairment

Goodwill and intangible asset impairment of $7.2 million and $10.2 million for the twelve months ended June 30, 2018 and 2017, respectively, is related to Verity's controlling ownership interests in its Northern California ambulatory surgery management company, Verity BASM Holdco, LLC, ("BASM"). Verity redeemed its investment in BASM subsequent to June 30, 2018 (see "Other Events").

Depreciation Expense

Depreciation expense of $32.6 million for the twelve months ended June 30, 2018 is a decrease of $2.3 million or 6.6% as compared to the same period of the prior year.

Interest Expense - Net

Interest expense of $36.9 million for the twelve months ended June 30, 2018 is an increase of $8.8 million as compared to the same period of the prior year as a result of the issuance of additional debt and tax assessment borrowing.

Management Agreement Fee Activity

The management agreement fee expense for the twelve months ended June 30, 2018 is $60.3 million of which $40.2 million was deferred and $20.1 million was payable in cash.

RESULTS FROM OPERATIONS

Operating Income / Loss

For the twelve months ended June 30, 2018, Verity recorded an operating loss of $111.4 million, equating to a negative operating margin of 7.0%. This compares to an operating loss of $35.3 million and a negative operating margin of 2.4% for the same period of the prior year. The operating performance for the twelve months ended June 30, 2018 included $171.8 million of net income related to the Hospital Fee Program excluding the CHFT pledge.

Excess of Revenues Over Expenses (Net Income)

For the twelve months ended June 30, 2018, Verity recorded a net loss of $118.9 million, equating to a negative net income margin of 7.5%. The net loss for the twelve months ended June 30, 2017 was $37.9 million, which equated to a negative net income margin of 2.6%.

Performance Relative to Budget

For the twelve months ended June 30, 2018, Verity's actual operating performance compared to budget was unfavorable by approximately $116.1 million. Total unrestricted revenues and other support was unfavorable to budget by $115.0 million. Expenses were unfavorable to budget by $1.1 million.

FINANCIAL POSITION

Liquidity

The following table summarizes Verity's cash position:

Days Cash on Hand (DCOH) ($'s in 000s)	**AS OF JUNE 30, 2018**
Operating Expenses [1]	$ 1,631,478
Cash & Equivalents, Balance Sheet [2]	68,534
DCOH	15.3

1) As calculated for the trailing twelve months per Amendment No. 2 to the System Restructuring and Support Agreement.
2) Per available month-end financial statements at the time of calculation, including any unrestricted capital contribution funds.

Patient Accounts Receivable

Net patient accounts receivable of $239.7 million as of June 30, 2018 is a decrease of $6.0 million or 2.5% when compared to March 31, 2018. Days in net patient accounts receivable decreased to 63.7 days as of June 30, 2018 versus 64.7 days as of March 31, 2018.

Capital Expenditures

Capital expenditures during the quarter ended June 30, 2018 for Members of the Obligated Group total $20.5 million. However, two single capital expenditures exceeded $1 million; the System Office expended approximately $6.8 million associated with the ongoing implementation of a new

electronic health record system and Seton Medical Center expended approximately $2.2 million for the Seismic Master Facility Plan.

Long-Term Debt

Series 2015 Notes. On December 14, 2015, the California Public Finance Authority issued an aggregate of $160 million of 2015 Revenue Notes (Verity Health System) Series 2015A, B, C, and D (collectively, the "2015 Notes") for the benefit of the Parent. A portion of the proceeds of the 2015 Notes was used, together with other funds, to pay the principal of and accrued and unpaid interest on prior bonds that matured on December 15, 2015. The 2015A, B, and D Notes are tax exempt, and the Series 2015C Notes are taxable.

The 2015 Notes are secured by an Obligation (as defined in the Master Indenture) on parity with other Obligations issued pursuant to the Master Indenture. In addition to their parity lien under the Master Indenture, the 2015 Notes have additional lien rights on the Obligated Group's accounts receivable and in certain properties owned by St. Francis Medical Center and Saint Louise Regional Hospital.

In September 2017, the California Public Finance Authority issued $21 million of tax-exempt notes (the "2017A Notes") for the benefit of the Parent. All of the 2017A Notes were purchased by NantWorks, LLC ("Nant"), the owner of a majority stake in VHS's management company, Integrity Healthcare LLC. The 2017A Notes are secured by an Obligation (as defined in the Master Indenture) on parity with other Obligations issued pursuant to the Master Indenture. In addition to their parity lien under the Master Indenture, the 2017A Notes have additional lien rights on the Obligated Group's accounts receivable and in certain properties owned by St Francis Medical Center and Saint Louise Regional Hospital, all on parity with the 2015 Notes. Further, the 2017A Notes have a lien on property owned by a non-Obligated Group Member. The 2017A Notes bear interest at 7.25% and the principal is due at the maturity date in December 2020.

In October 2017, Verity MOB Financing, LLC, an affiliate of Nant, made a loan in the amount of $46.2 million to Verity Holdings, LLC ("Holdings"), which is an affiliated entity of VHS; however, it is not a Member of the Obligated Group. The loan is secured by four medical office buildings and matures in October 2020 subject to two successive twelve month extensions. The loan bears interest at a variable rate tied to One Month Libor.

In December 2017, the California Public Finance Authority issued $21 million of tax-exempt notes (the "2017B Notes" together with the 2017A Notes; collectively the "2017 Notes") for the benefit of the Parent. All of the 2017B Notes were purchased by Nant. The 2017B Notes are secured by an Obligation (as defined in the Master Indenture) on parity with other Obligations issued pursuant to the Master Indenture. In addition to their parity lien under the Master Indenture, the 2017B Notes have additional lien rights on the Obligated Group's accounts receivable and in certain properties owned by St Francis Medical Center and Saint Louise Regional Hospital, all on parity with the 2015 Notes. Further, the 2017B Notes have a lien on property owned by a non-Obligated Group Member. The 2017B Notes bear interest at 7.25% and the principal is due at the maturity date in December 2020.

In March 2018, Nant Capital, LLC an affiliate of Nant, made two loans in the aggregate amount of $40 million to Holdings. The loans are unsecured, mature in March 2020, and bear a fixed interest rate of 7.25%.

In June 2018, Verity MOB Financing II, LLC, an affiliate of Nant, made a loan in the amount of $20 million to Holdings, which was drawn down in two tranches. The initial loan disbursement of $15 million was drawn in June 2018 and the second loan disbursement of $5 million was drawn in July 2018. The loan is secured by nine parcels including two medical office buildings, a storage facility and various other parcels. The loan matures in June 2021 and bears interest at a variable rate tied to One Month Libor.

Total long-term debt, including the current portion as of June 30, 2018 was $500.6 million for the Obligated Group. Total long-term debt, including the current portion as of March 31, 2018 was $502.0 million for the Obligated Group.

Annual Debt Service Coverage Ratio

Verity reports the annual debt service coverage ratio for fiscal year to date June 30, 2018 using Annual Debt Service Coverage Ratio methodology and annualized Income Available for Debt Service excluding the 15% Basket Indebtedness.

VHS Obligated Group Only Annual Debt Service Coverage Ratio (DSCR)	($'s in 000's) FYTD 6/30/18
(Deficit) Excess of Revenues over Expenses	$ (72,770)
Plus: Depreciation and Amortization	29,619
Plus: Interest	32,919
Plus: Unrealized (Gains) Losses	(2,033)
Plus: Management Agreement Fees Deferral	40,188
Income Available for Debt Service	$ 27,923
Debt Service Requirement *	
Interest Payment	$ 15,097
Principal Payment	6,740
	$ 21,837
Annual Debt Service Coverage Ratio	1.28

* Represents Debt Service Requirement calculated pursuant to Schedule C of the Amended and Restated Supplemental Master Indenture Number 20

OTHER EVENTS

In July 2018, Verity announced it is exploring strategic options to alleviate financial and operational pressures on its five acute care hospitals and other facilities. At this time, a range of options is being considered, including the potential sale of some or all of its hospitals and medical buildings, among other possible transactions.

Also, in a series of transactions completed in August 2018, Verity Holdings, LLC, which is not a Member of the Obligated Group, redeemed its controlling interest in its Northern California ambulatory surgery management company, BASM, and its non-controlling ownership interest in five surgery centers managed by BASM.

Management Changes of Members of the Obligated Group for the period

Appointments:
Eileen Fisler, CFO, St. Vincent Medical Center
James Jackson, COO, Seton Medical Center
Kyle Wichelmann, CFO, Seton Medical Center

Resignations:
Glenn Marshak, CMO, Verity Health System

VERITY HEALTH SYSTEM
BALANCE SHEET - UNAUDITED
AS OF JUNE 30, 2018
(In thousands)

	OBLIGATED GROUP	NON-OBLIGATED GROUP	ELIMINATIONS	Verity Total
ASSETS				
CURRENT ASSETS:				
Cash and cash equivalents	$ 42,960	$ 25,574	$ -	$ 68,534
Net patient accounts receivable	229,282	10,430	-	239,712
Due from government agencies	11,615	-	-	11,615
Due from related organizations	48,478	114,502	(162,980)	-
Other current assets	108,279	18,202	(5,581)	120,900
Other restricted assets	-	2,159	-	2,159
Total current assets	**440,614**	**170,867**	**(168,561)**	**442,920**
ASSETS LIMITED AS TO USE:				
Other investments	3,069	54,029	-	57,098
Under bond indenture agreements	61,280	-	-	61,280
Total assets limited as to use	**64,349**	**54,029**	**-**	**118,378**
PROPERTY AND EQUIPMENT, Net	**248,584**	**29,644**	**-**	**278,228**
OTHER LONG-TERM ASSETS	**4,242**	**3,832**	**(984)**	**7,090**
TOTAL ASSETS	**757,789**	**258,372**	**(169,545)**	**846,616**
LIABILITIES AND NET (DEFICIT) ASSETS				
CURRENT LIABILITIES:				
Accounts payable	58,760	6,156	-	64,916
Current portion of long-term debt, net of debt issuance costs	166,675	116	-	166,791
Due to government agencies	4,186	-	-	4,186
Accrued expenses and other current liabilities	291,465	38,338	(6,546)	323,257
Due to related organizations	114,502	48,478	(162,980)	-
otal current liabilities	**635,588**	**93,088**	**(169,526)**	**559,150**
OTHER LIABILITIES				
Pension and other long-term liabilities	232,110	46,703	(19)	278,794
OTHER LIABILITIES	**232,110**	**46,703**	**(19)**	**278,794**
LONG-TERM DEBT, Net of current portion and debt issuance costs	**333,880**	**106,146**	**-**	**440,026**
Total liabilities	**1,201,578**	**245,937**	**(169,545)**	**1,277,970**
NET (DEFICIT) ASSETS:				
Unrestricted - Verity Health System	(447,182)	(6,586)	-	(453,768)
Unrestricted - Noncontrolling	-	(986)	-	(986)
Temporarily restricted	621	14,531	-	15,152
Permanently restricted	2,772	5,476	-	8,248
Total net (deficit) assets	**(443,789)**	**12,435**	**-**	**(431,354)**
TOTAL LIABILITIES AND NET (DEFICIT) ASSETS	**757,789**	**258,372**	**(169,545)**	**846,616**

VERITY HEALTH SYSTEM
BALANCE SHEET - UNAUDITED
AS OF MARCH 31, 2018
(In thousands)

	OBLIGATED GROUP	NON-OBLIGATED GROUP	ELIMINATIONS	Verity Total
ASSETS				
CURRENT ASSETS:				
Cash and cash equivalents	$ 30,121	$ 25,865	$ -	$ 55,986
Net patient accounts receivable	238,606	7,156	-	245,762
Due from government agencies	14,154	-	-	14,154
Due from related organizations	44,900	105,222	(150,122)	-
Other current assets	158,830	14,073	(1,476)	171,427
Total current assets	**486,611**	**152,316**	**(151,598)**	**487,329**
ASSETS LIMITED AS TO USE:				
Other investments	3,113	57,081	-	60,194
Under bond indenture agreements	61,210	-	-	61,210
Total assets limited as to use	**64,323**	**57,081**	**-**	**121,404**
PROPERTY AND EQUIPMENT, Net	**229,815**	**28,703**	**-**	**258,518**
OTHER LONG-TERM ASSETS	**3,685**	**18,170**	**(569)**	**21,286**
TOTAL ASSETS	**784,434**	**256,270**	**(152,167)**	**888,537**
LIABILITIES AND NET (DEFICIT) ASSETS				
CURRENT LIABILITIES:				
Accounts payable	51,987	3,114	-	55,101
Current portion of long-term debt, net of debt issuance costs	6,510	5,116	-	11,626
Due to government agencies	3,753	-	-	3,753
Accrued expenses and other current liabilities	300,818	30,832	(2,026)	329,624
Due to related organizations	105,222	44,900	(150,122)	-
tal current liabilities	**468,290**	**83,962**	**(152,148)**	**400,104**
OTHER LIABILITIES				
Pension and other long-term liabilities	258,800	38,471	(19)	297,252
OTHER LIABILITIES	**258,800**	**38,471**	**(19)**	**297,252**
LONG-TERM DEBT, Net of current portion and debt issuance costs	**495,528**	**85,616**	**-**	**581,144**
Total liabilities	**1,222,618**	**208,049**	**(152,167)**	**1,278,500**
NET (DEFICIT) ASSETS:				
Unrestricted - Verity Health System	(441,632)	29,864	-	(411,768)
Unrestricted - Noncontrolling	-	1,692	-	1,692
Temporarily restricted	631	11,188	-	11,819
Permanently restricted	2,817	5,477	-	8,294
Total net (deficit) assets	**(438,184)**	**48,221**	**-**	**(389,963)**
TOTAL LIABILITIES AND NET (DEFICIT) ASSETS	**784,434**	**256,270**	**(152,167)**	**888,537**

VERITY HEALTH SYSTEM
STATEMENT OF OPERATIONS AND CHANGES IN NET ASSETS - UNAUDITED
FOR THE TWELVE MONTHS ENDED JUNE 30, 2018
(In thousands)

	OBLIGATED GROUP	NON-OBLIGATED GROUP	ELIMINATIONS	Verity Total
UNRESTRICTED REVENUES AND OTHER SUPPORT:				
Net patient service revenue	$ 1,374,876	$ 57,832	$ (695)	$ 1,432,013
Provision for doubtful accounts	(57,686)	(1,016)	-	(58,702)
Net patient service revenue less provision for doubtful accounts	1,317,190	56,816	(695)	1,373,311
Premium revenue	131,000	20,915	-	151,915
Other revenue	20,647	83,710	(58,373)	45,984
Contributions	5,797	25,447	-	31,244
Total unrestricted revenues and other support	**1,474,634**	**186,888**	**(59,068)**	**1,602,454**
EXPENSES:				
Salaries and benefits	747,236	63,162	(6,314)	804,084
Supplies	179,210	19,306	-	198,516
Purchased services, medical claims and other	560,802	126,451	(52,754)	634,499
Goodwill and intangible asset impairment	-	7,218	-	7,218
Depreciation and amortization	29,619	3,005	-	32,624
Interest, net	32,919	3,968	-	36,887
Total expenses	**1,549,786**	**223,110**	**(59,068)**	**1,713,828**
OPERATING LOSS	**(75,152)**	**(36,222)**	**-**	**(111,374)**
INVESTMENT INCOME (LOSS)	2,382	(9,927)	-	(7,545)
(DEFICIT) EXCESS OF REVENUES OVER EXPENSES	**(72,770)**	**(46,149)**	**-**	**(118,919)**
LESS (DEFICIT) EXCESS OF REVENUES OVER EXPENSES ATTRIBUTABLE TO NONCONTROLLING INTEREST	-	(3,352)	-	(3,352)
(DEFICIT) EXCESS OF REVENUES OVER EXPENSES, NET OF NONCONTROLLING INTEREST	**(72,770)**	**(42,797)**	**-**	**(115,567)**
Net unrealized (loss) gains on investments	-	-	-	-
Net assets released from restrictions used for purchase of property and equipment	870	-	-	870
Change in funded status of pension and other postretirement benefit plans	19,304	-	-	19,304
Other	(14,477)	14,246	-	(231)
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	**(67,073)**	**(31,903)**	**-**	**(98,976)**
TEMPORARILY RESTRICTED NET ASSETS				
Contributions	132	10,017	-	10,149
Net realized and unrealized gains (losses) on investments	-	(19)	-	(19)
Net assets released from restrictions:				
Operations	(86)	(6,883)	-	(6,969)
Property, plant and equipment	-	(870)	-	(870)
Other	-	(583)	-	(583)
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	**46**	**1,662**	**-**	**1,708**
PERMANENTLY RESTRICTED NET ASSETS				
Net realized and unrealized gains (losses) on investments	29	17	-	46
INCREASE (DECREASE) IN PERMANENTLY RESTRICTED NET ASSETS	**29**	**17**	**-**	**46**
INCREASE (DECREASE) IN NET ASSETS	(66,998)	(30,224)	-	(97,222)
NET (DEFICIT) ASSETS AS OF JUNE 30, 2017	(376,791)	42,659	-	(334,132)
NET (DEFICIT) ASSETS AS OF JUNE 30, 2018	**(443,789)**	**12,435**	**-**	**(431,354)**

VERITY HEALTH SYSTEM
STATEMENT OF OPERATIONS AND CHANGES IN NET ASSETS - UNAUDITED
FOR THE QUARTER ENDED JUNE 30, 2018
(In thousands)

	OBLIGATED GROUP	NON-OBLIGATED GROUP	ELIMINATIONS	Verity Total
UNRESTRICTED REVENUES AND OTHER SUPPORT:				
Net patient service revenue	$ 324,129	$ 15,068	$ (695)	$ 338,502
Provision for doubtful accounts	(5,206)	(303)	-	(5,509)
Net patient service revenue less provision for doubtful accounts	318,923	14,765	(695)	332,993
Premium revenue	32,576	4,990	-	37,566
Other revenue	3,589	22,566	(20,090)	6,065
Contributions	1,105	1,387	-	2,492
Total unrestricted revenues and other support	**356,193**	**43,708**	**(20,785)**	**379,116**
EXPENSES:				
Salaries and benefits	180,910	17,316	(2,099)	196,127
Supplies	44,429	5,878	-	50,307
Purchased services, medical claims and other	139,433	41,393	(18,686)	162,140
Goodwill and intangible asset impairment	-	7,218	-	7,218
Depreciation and amortization	7,700	912	-	8,612
Interest, net	8,508	1,745	-	10,253
Total expenses	**380,980**	**74,462**	**(20,785)**	**434,657**
OPERATING INCOME (LOSS)	**(24,787)**	**(30,754)**	**-**	**(55,541)**
INVESTMENT INCOME (LOSS)	1,000	(9,439)	-	(8,439)
(DEFICIT) EXCESS OF REVENUES OVER EXPENSES	**(23,787)**	**(40,193)**	**-**	**(63,980)**
LESS (DEFICIT) EXCESS OF REVENUES OVER EXPENSES ATTRIBUTABLE TO NONCONTROLLING INTEREST	-	(2,678)	-	(2,678)
EFICIT) EXCESS OF REVENUES OVER EXPENSES, NET OF ONCONTROLLING INTEREST	(23,787)	(37,515)	-	(61,302)
Net unrealized gains (losses) on investments	-	(3)	-	(3)
Net assets released from restrictions used for purchase of property and equipment	87	-	-	87
Change in funded status of pension and other postretirement benefit plans	19,304	-	-	19,304
Other	(1,154)	1,068	-	(86)
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	**(5,550)**	**(39,128)**	**-**	**(44,678)**
TEMPORARILY RESTRICTED NET ASSETS				
Contributions	-	7,694	-	7,694
Net realized and unrealized gains (losses) on investments	-	(49)	-	(49)
Net assets released from restrictions:				
Operations	(10)	(2,891)	-	(2,901)
Property, plant and equipment	-	(87)	-	(87)
Other	-	(1,324)	-	(1,324)
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	**(10)**	**3,343**	**-**	**3,333**
PERMANENTLY RESTRICTED NET ASSETS				
Net realized and unrealized gains (losses) on investments	(45)	(1)	-	(46)
INCREASE (DECREASE) IN PERMANENTLY RESTRICTED NET ASSETS	**(45)**	**(1)**	**-**	**(46)**
INCREASE (DECREASE) IN NET ASSETS	(5,605)	(35,786)	-	(41,391)
NET ASSETS AS OF MARCH 31, 2018	(438,184)	48,221	-	(389,963)
T ASSETS AS OF JUNE 30, 2018	**(443,789)**	**12,435**	**-**	**(431,354)**

VERITY HEALTH SYSTEM
STATEMENT OF OPERATIONS AND CHANGES IN NET ASSETS - UNAUDITED
FOR THE TWELVE MONTHS ENDED JUNE 30, 2017
(In thousands)

	OBLIGATED GROUP	NON-OBLIGATED GROUP	ELIMINATIONS	Verity Total
UNRESTRICTED REVENUES AND OTHER SUPPORT:				
Net patient service revenue	$ 1,269,567	$ 31,438	$ -	$ 1,301,005
Provision for doubtful accounts	(33,318)	(452)	-	(33,770)
Net patient service revenue less provision for doubtful accounts	1,236,249	30,986	-	1,267,235
Premium revenue	98,607	21,686	-	120,293
Other revenue	12,647	45,294	(31,637)	26,304
Contributions	4,288	61,429	-	65,717
Total unrestricted revenues and other support	**1,351,791**	**159,395**	**(31,637)**	**1,479,549**
EXPENSES:				
Salaries and benefits	703,146	35,575	(8,422)	730,299
Supplies	166,520	5,872	-	172,392
Purchased services, medical claims and other	479,996	82,070	(23,215)	538,851
Goodwill and intangible asset impairment	-	10,232	-	10,232
Depreciation and amortization	32,123	2,795	-	34,918
Interest, net	27,641	493	-	28,134
Total expenses	**1,409,426**	**137,037**	**(31,637)**	**1,514,826**
OPERATING (LOSS) INCOME	**(57,635)**	**22,358**	**-**	**(35,277)**
INVESTMENT INCOME (LOSS)	2,303	(4,876)	-	(2,573)
(DEFICIT) EXCESS OF REVENUES OVER EXPENSES	**(55,332)**	**17,482**	**-**	**(37,850)**
LESS (DEFICIT) EXCESS OF REVENUES OVER EXPENSES ATTRIBUTABLE TO NONCONTROLLING INTEREST	-	(5,087)	-	(5,087)
(DEFICIT) EXCESS OF REVENUES OVER EXPENSES, NET OF NONCONTROLLING INTEREST	**(55,332)**	**22,569**	**-**	**(32,763)**
Net unrealized gains on investments	-	5	-	5
Net assets released from restrictions used for purchase of property and equipment	610	-	-	610
Change in funded status of pension and other postretirement benefit plans	7,667	-	-	7,667
Other	26,212	(18,427)	-	7,785
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	**(20,843)**	**(940)**	**-**	**(21,783)**
TEMPORARILY RESTRICTED NET ASSETS				
Contributions	39	5,270	-	5,309
Net realized and unrealized gains on investments	-	173	-	173
Net assets released from restrictions:				
Operations	(137)	(64,414)	-	(64,551)
Property, plant and equipment	-	(610)	-	(610)
Other	-	(207)	-	(207)
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	**(98)**	**(59,788)**	**-**	**(59,886)**
PERMANENTLY RESTRICTED NET ASSETS				
Net realized and unrealized gains (losses) on investments	72	(7)	-	65
INCREASE (DECREASE) IN PERMANENTLY RESTRICTED NET ASSETS	**72**	**(7)**	**-**	**65**
INCREASE (DECREASE) IN NET ASSETS	(20,869)	(60,735)	-	(81,604)
NET (DEFICIT) ASSETS AS OF JUNE 30, 2016	(355,922)	103,394	-	(252,528)
NET (DEFICIT) ASSETS AS OF JUNE 30, 2017	**(376,791)**	**42,659**	**-**	**(334,132)**

VERITY HEALTH SYSTEM
STATEMENT OF CASH FLOWS - UNAUDITED
FOR THE TWELVE MONTHS ENDED JUNE 30, 2018
(In thousands)

	OBLIGATED GROUP	NON-OBLIGATED GROUP	ELIMINATIONS	Verity Total
Operating activities				
Increase (Decrease) in net assets	$ (66,998)	$ (30,224)	$ -	$ (97,222)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by (used in) operating activities:				
Depreciation and amortization	29,619	3,005	-	32,624
Provision for doubtful accounts	57,686	1,016	-	58,702
Changes in fair value and unrealized and realized gains (losses) on investments, net	-	779	-	779
Amortization of bond premium	845	-	-	845
Amortization of deferred debt issuance cost	172	-	-	172
Change in funded status of pension and other postretirement benefit plans	(19,347)	-	-	(19,347)
Goodwill and intangible asset impairment	-	7,218	-	7,218
Gain on disposal of property and equipment	(8)	(15,481)	-	(15,489)
Changes in operating assets and liabilities:				
Patient accounts receivable	(56,327)	(6,321)	-	(62,648)
Due to/from government agencies	3,209	-	-	3,209
Other current assets	(32,275)	(96,350)	97,881	(30,744)
Other long-term assets	(2,907)	15,420	728	13,241
Accounts payable	(18,575)	(166)	-	(18,741)
Accrued liabilities	150,404	17,326	(98,599)	69,131
Other short-term liabilities	166,638	115	-	166,753
Workers' compensation Change	(768)	160	-	(608)
Change in Pension obligations	(40,705)	-	-	(40,705)
Other long-term liabilities	(166,160)	6,129	(10)	(160,041)
et cash provided by (used in) operating activities	**4,503**	**(97,374)**	**-**	**(92,871)**
Investing activities				
Purchases of investments	-	(4,948)	-	(4,948)
Purchase of asset for health-related activity	-	(2,801)	-	(2,801)
Proceeds from disposal of property and equipment	-	17,784	-	17,784
Proceeds from sales of investments	2,182	5,391	-	7,573
Changes in interest in pooled investment fund - short term	-	(493)	-	(493)
Changes in loans and receivables	-	1,074	-	1,074
Changes in assets under bond indenture agreements	2,213	-	-	2,213
Additions to property and equipment	(50,681)	(3,986)	-	(54,667)
Net cash provided by (used in) investing activities	**(46,286)**	**12,021**	**-**	**(34,265)**
CASH FLOWS FROM FINANCING ACTIVITIES				
Repayment of debt	(6,554)	(5,952)	-	(12,506)
Issuance of debt	42,000	107,279	-	149,279
Debt issuance costs	(800)	(950)	-	(1,750)
Net cash provided by (used in) financing activities	**34,646**	**100,377**	**-**	**135,023**
Net Increase (Decrease) in Cash and Cash Equivalents	**(7,137)**	**15,024**	**-**	**7,887**
CASH AND CASH EQUIVALENTS JUNE 30, 2017	**50,097**	**10,550**	**-**	**60,647**
CASH AND CASH EQUIVALENTS AS OF JUNE 30, 2018	**42,960**	**25,574**	**-**	**68,534**

VERITY HEALTH
UTILIZATION STATISTICS, PAYOR MIX, AND CAPITAL EXPENDITURES - UNAUDITED
FOR THE TWELVE MONTHS ENDED JUNE 30, 2018 AND JUNE 30, 2017

	O'Connor Hospital		Saint Louise Regional Hospital		St. Francis Medical Center		St. Vincent Medical Center		Seton Medical Center		Seton Medical Center Coastside		Verity Total	
	FOR THE TWELVE MONTHS ENDED JUNE 30, 2017	FOR THE TWELVE MONTHS ENDED JUNE 30, 2018	FOR THE TWELVE MONTHS ENDED JUNE 30, 2017	FOR THE TWELVE MONTHS ENDED JUNE 30, 2018	FOR THE TWELVE MONTHS ENDED JUNE 30, 2017	FOR THE TWELVE MONTHS ENDED JUNE 30, 2018	FOR THE TWELVE MONTHS ENDED JUNE 30, 2017	FOR THE TWELVE MONTHS ENDED JUNE 30, 2018	FOR THE TWELVE MONTHS ENDED JUNE 30, 2017	FOR THE TWELVE MONTHS ENDED JUNE 30, 2018	FOR THE TWELVE MONTHS ENDED JUNE 30, 2017	FOR THE TWELVE MONTHS ENDED JUNE 30, 2018	FOR THE TWELVE MONTHS ENDED JUNE 30, 2017	FOR THE TWELVE MONTHS ENDED JUNE 30, 2018
Total Licensed Beds	358	358	93	93	384	384	366	366	357	357	121	121	1,679	1,679
Total Available Beds	357	357	72	72	384	384	366	366	294	294	121	121	1,594	1,594
Total Discharges	9,652	9,387	2,703	3,023	21,049	22,687	11,088	11,289	5,695	5,283	121	76	50,308	51,745
Total Patient Days	44,282	45,046	9,280	10,948	103,599	105,438	64,539	65,289	45,242	44,359	39,889	41,503	306,831	312,583
Acute Licensed Beds	334	334	72	72	314	314	320	320	250	250	5	5	1,295	1,295
Acute Available Beds	333	333	72	72	314	314	320	320	250	250	5	5	1,294	1,294
Acute Discharges	9,615	9,357	2,703	3,023	18,653	20,019	10,102	10,378	5,668	5,151	-	-	46,741	47,928
Acute Patient Days	36,343	36,587	9,280	10,948	82,854	86,406	50,965	53,098	30,269	26,955	-	-	209,711	213,994
Acute Average Length of Stay	3.78	3.91	3.43	3.62	4.44	4.32	5.05	5.12	5.34	5.23	-	-	4.49	4.46
Adjusted Discharges	14,835	14,570	5,689	5,979	29,197	31,646	15,205	15,433	8,231	8,073	142	88	73,298	75,787
Adjusted Patient Days	68,059	69,916	19,532	21,653	143,702	147,074	88,500	89,254	65,390	67,782	46,743	47,813	431,927	443,492
ADC	121	123	25	30	284	289	177	179	124	122	109	114	841	856
ALOS	4.6	4.8	3.4	3.6	4.9	4.6	5.8	5.8	7.9	8.4	329.7	546.1	6.1	6.0
Surgery OP	2,544	2,350	2,088	1,532	2,310	2,774	3,186	3,322	2,721	2,900	-	-	12,849	12,878
Surgery IP	1,897	1,961	684	762	3,112	3,347	2,651	2,941	1,267	1,116	-	-	9,611	10,127
Newborn Days	3,491	3,240	704	656	10,344	9,914	-	-	-	-	-	-	14,539	13,810
OP ED Visits	46,087	45,627	26,431	27,038	64,480	61,831	23,231	22,684	23,478	22,894	2,635	2,631	186,342	182,705
OP & Clinic Visits excluding ED OP	80,508	74,566	26,170	23,984	76,138	76,039	51,875	50,864	93,720	99,162	3,071	5,394	331,482	330,009
Clinical Visits	80,508	41,696	26,170	23,984	-	-	-	-	93,720	99,162	3,071	5,394	203,469	170,236
CMI - Total	1.42	1.49	1.18	1.17	1.18	1.22	1.73	1.66	1.81	1.80	1.40	1.41		
FTEs Paid	1,020	999	314	324	1,599	1,660	883	945	830	849	130	135	4,776	4,913
FTEs Prod	865	836	264	270	1,399	1,456	753	808	706	710	114	120	4,100	4,201

Payor Mix	
Medicare	32.8%
Medi-Cal	31.7%
HMO/PPO	30.4%
Self-Pay	4.0%
Other	1.1%
Total	**100.0%**

Inpatient	68.5%
Outpatient	31.5%
Total	**100.0%**

Capital Expenditures

Verity - System Office	O'Connor Hospital	Saint Louise Regional Hospital	St. Francis Medical Center	St. Vincent Medical Center	Seton Medical Center	Seton Medical Center Coastside	Verity Total
FOR THE THREE MONTHS ENDED JUNE 30, 2018	FOR THE THREE MONTHS ENDED JUNE 30, 2018	FOR THE THREE MONTHS ENDED JUNE 30, 2018	FOR THE THREE MONTHS ENDED JUNE 30, 2018	FOR THE THREE MONTHS ENDED JUNE 30, 2018	FOR THE THREE MONTHS ENDED JUNE 30, 2018	FOR THE THREE MONTHS ENDED JUNE 30, 2018	FOR THE THREE MONTHS ENDED JUNE 30, 2018
$9,488,947	$2,220,404	$248,037	$2,148,170	$2,219,405	$4,090,075	$66,809	$20,481,847

	O'Connor Hospital	Saint Louise Regional Hospital	St. Francis Medical Center	St. Vincent Medical Center	Seton Medical Center	Seton Medical Center Coastside	System Office	System Elimination - Obligated Group	Obligated Group Subtotal	Non-Obligated Group	System Elimination - Non Obligated Group	Verity Total
ASSETS												
CURRENT ASSETS:												
Cash and cash equivalents	$ 7,209	$ 4,815	$ 17,967	$ 2,206	$ 9,142	$ 887	$ 734	$ -	$ 42,960	$ 25,574	$ -	$ 68,534
Net patient accounts receivable	54,022	17,633	65,285	38,635	49,142	4,565	-	-	229,282	10,430	-	239,712
Due from government agencies	879	1,030	4,513	3,709	1,484	-	-	-	11,615	-	-	11,615
Due from related organizations	10,928	5,233	364,863	7,953	17,682	48	508,081	(866,310)	48,478	114,502	(162,980)	-
Other current assets	17,506	5,817	45,653	16,412	9,776	295	12,820	-	108,279	18,202	(5,581)	120,900
Other restricted assets	-	-	-	-	-	-	-	-	-	2,159	-	2,159
Total current assets	90,544	34,528	498,281	68,915	87,226	5,795	521,635	(866,310)	440,614	170,867	(168,561)	442,920
ASSETS LIMITED AS TO USE:												
Other investments	-	-	-	3,069	-	-	-	-	3,069	54,029	-	57,098
Under bond indenture agreements	-	-	-	-	36,585	-	24,695	-	61,280	-	-	61,280
Total assets limited as to use	-	-	-	3,069	36,585	-	24,695	-	64,349	54,029	-	118,378
PROPERTY AND EQUIPMENT, Net	29,176	14,170	91,184	47,125	42,506	684	23,739	-	248,584	29,644	-	278,228
OTHER LONG-TERM ASSETS	626	7	256	13	281	-	3,079	-	4,242	3,832	(984)	7,090
TOTAL ASSETS	120,346	48,705	589,721	119,122	166,578	6,479	573,148	(866,310)	757,789	258,372	(169,545)	846,616
LIABILITIES AND NET (DEFICIT) ASSETS												
CURRENT LIABILITIES:												
Accounts payable	11,168	2,972	7,886	13,432	8,704	168	14,430	-	58,760	6,156	-	64,916
Current portion of long-term debt, net of debt issuance costs	774	469	4,076	867	1,241	-	159,248	-	166,675	116	-	166,791
Due to government agencies	161	2	2,039	1,728	256	-	-	-	4,186	-	-	4,186
Accrued expenses and other current liabilities	24,035	7,529	56,521	42,289	46,248	2,427	112,416	-	291,465	38,338	(6,546)	323,257
Due to related organizations	278,884	77,857	1,324	261,718	168,778	23,513	168,738	(866,310)	114,502	48,478	(162,980)	-
Total current liabilities	315,022	88,829	71,846	320,034	225,227	26,108	454,832	(866,310)	635,588	93,088	(169,526)	559,150
OTHER LIABILITIES												
Pension and other long-term liabilities	41,157	4,512	78,127	58,923	2,494	24	46,873	-	232,110	46,703	(19)	278,794
Total other liabilities	41,157	4,512	78,127	58,923	2,494	24	46,873	-	232,110	46,703	(19)	278,794
LONG-TERM DEBT, Net of current portion and debt issuance costs	47,636	28,854	64,108	53,325	96,805	-	43,152	-	333,880	106,146	-	440,026
Total liabilities	403,815	122,195	214,081	432,282	324,526	26,132	544,857	(866,310)	1,201,578	245,937	(169,545)	1,277,970
NET (DEFICIT) ASSETS:												
Unrestricted - Verity Health System	(283,469)	(73,490)	375,542	(316,455)	(157,948)	(19,653)	28,291	-	(447,182)	(6,586)	-	(453,768)
Unrestricted - Noncontrolling	-	-	-	-	-	-	-	-	-	(986)	-	(986)
Temporarily restricted	-	-	98	523	-	-	-	-	621	14,531	-	15,152
Permanently restricted	-	-	-	2,772	-	-	-	-	2,772	5,476	-	8,248
Total net (deficit) assets	(283,469)	(73,490)	375,640	(313,160)	(157,948)	(19,653)	28,291	-	(443,789)	12,435	-	(431,354)
TOTAL LIABILITIES AND NET (DEFICIT) ASSETS	120,346	48,705	589,721	119,122	166,578	6,479	573,148	(866,310)	757,789	258,372	(169,545)	846,616

	O'Connor Hospital	Saint Louise Regional Hospital	St. Francis Medical Center	St. Vincent Medical Center	Seton Medical Center	Seton Medical Center Coastside	System Office	System Elimination - Obligated Group	Obligated Group Subtotal	Non-Obligated Group	System Elimination - Non Obligated Group	Verity Total
UNRESTRICTED REVENUES AND OTHER SUPPORT:												
Net patient service revenue	$ 307,193	$ 102,343	$ 496,142	$ 216,593	$ 238,621	$ 22,686	$ -	$ (8,702)	$ 1,374,876	$ 57,832	$ (695)	$ 1,432,013
Provision for doubtful accounts	(11,051)	(3,741)	(23,483)	(12,283)	(6,512)	(616)	-	-	(57,686)	(1,016)	-	(58,702)
Net patient service revenue less provision for doubtful accounts	**296,142**	**98,602**	**472,659**	**204,310**	**232,109**	**22,070**	**-**	**(8,702)**	**1,317,190**	**56,816**	**(695)**	**1,373,311**
Premium revenue	-	-	100,579	31,091	-	-	-	(670)	131,000	20,915	-	151,915
Other revenue	4,205	207	1,700	1,213	7,743	579	177,687	(172,687)	20,647	83,710	(58,373)	45,984
Contributions	200	40	4,184	1,021	352	-	-	-	5,797	25,447	-	31,244
Total unrestricted revenues and other support	**300,547**	**98,849**	**579,122**	**237,635**	**240,204**	**22,649**	**177,687**	**(182,059)**	**1,474,634**	**186,888**	**(59,068)**	**1,602,454**
EXPENSES:												
Salaries and benefits	170,681	57,205	214,622	114,432	144,752	17,699	36,547	(8,702)	747,236	63,162	(6,314)	804,084
Supplies	42,572	8,093	42,452	52,176	31,826	1,954	137	-	179,210	19,306	-	198,516
Purchased services, medical claims and other	110,882	32,533	244,547	128,875	84,758	6,453	126,111	(173,357)	560,802	126,451	(52,754)	634,499
Goodwill and intangible asset impairment	-	-	-	-	-	-	-	-	-	7,218	-	7,218
Depreciation and amortization	6,947	1,600	9,201	5,800	5,525	132	414	-	29,619	3,005	-	32,624
Interest, net	2,483	1,544	3,951	2,751	5,339	(9)	16,860	-	32,919	3,968	-	36,887
Total expenses	**333,565**	**100,975**	**514,773**	**304,034**	**272,200**	**26,229**	**180,069**	**(182,059)**	**1,549,786**	**223,110**	**(59,068)**	**1,713,828**
OPERATING (LOSS) INCOME	(33,018)	(2,126)	64,349	(66,399)	(31,996)	(3,580)	(2,382)	-	(75,152)	(36,222)	-	(111,374)
INVESTMENT INCOME (LOSS)	-	-	-	-	-	-	2,382	-	2,382	(9,927)	-	(7,545)
EXCESS (DEFICIT) OF REVENUES OVER EXPENSES	**(33,018)**	**(2,126)**	**64,349**	**(66,399)**	**(31,996)**	**(3,580)**	**-**	**-**	**(72,770)**	**(46,149)**	**-**	**(118,919)**
LESS (DEFICIT) EXCESS OF REVENUES OVER EXPENSES ATTRIBUTABLE TO NONCONTROLLING INTEREST	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**(3,352)**	**-**	**(3,352)**
EXCESS (DEFICIT) OF REVENUES OVER EXPENSES, NET OF NONCONTROLLING INTEREST	**(33,018)**	**(2,126)**	**64,349**	**(66,399)**	**(31,996)**	**(3,580)**	**-**	**-**	**(72,770)**	**(42,797)**	**-**	**(115,567)**

VERITY HEALTH SYS
STATEMENT OF CAS S - UNAUDITED
FOR THE TWELVE MONTHS ENDED JUNE 30, 2018
(In thousands)

	O'Connor Hospital	Saint Louise Regional Hospital	St. Francis Medical Center	St. Vincent Medical Center	Seton Medical Center	Seton Medical Center Coastside	System Office	System Elimination - Obligated Group	Obligated Group Subtotal	Non-Obligated Group	System Elimination - Non Obligated Group	Verity Total
Operating Activities												
Increase (Decrease) in net assets	$ (31,862)	$ (1,750)	$ 66,209	$ (64,008)	$ (31,996)	$ (3,400)	$ (1,721)	$ 1,530	$ (66,998)	$ (30,224)	$ -	$ (97,222)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by (used in) operating activities:												
Depreciation and amortization	6,947	1,600	9,201	5,800	5,525	132	414	-	29,619	3,005	-	32,624
Provision for doubtful accounts	11,051	3,741	23,483	12,283	6,512	616	-	-	57,686	1,016	-	58,702
Changes in fair value and unrealized and realized gains on investments, net	-	-	-	-	-	-	-	-	-	779	-	779
Amortization of bond premium	-	-	-	-	-	-	845	-	845	-	-	845
Amortization of deferred debt issuance cost	-	-	-	-	-	-	172	-	172	-	-	172
Change in funded status of pension and other postretirement benefit plans	(2,906)	(225)	(8,337)	(5,209)	(12)	-	(1,128)	(1,530)	(19,347)	-	-	(19,347)
Goodwill and intangible asset impairment	-	-	-	-	-	-	-	-	-	7,218	-	7,218
Gain on disposal of property and equipment	(3)	-	-	(5)	-	-	-	-	(8)	(15,481)	-	(15,489)
Changes in operating assets and liabilities:	-	-	-	-	-	-	-	-				
Patient accounts receivable	(20,987)	(8,437)	(1,552)	(5,056)	(19,025)	(1,270)	-	-	(56,327)	(6,321)	-	(62,648)
Due to/from government agencies	94	(1,056)	524	2,043	1,604	-	-	-	3,209	-	-	3,209
Other current assets	(8,144)	(946)	(57,452)	6,585	4,827	80	(163,583)	186,358	(32,275)	(96,350)	97,881	(30,744)
Other long-term assets	(319)	-	(158)	(30)	199	3	(2,602)	-	(2,907)	15,420	728	13,241
Accounts payable	(846)	235	(3,749)	(374)	(468)	7	(13,380)	-	(18,575)	(166)	-	(18,741)
Accrued liabilities	62,911	13,097	(11,672)	64,782	45,690	4,846	157,108	(186,358)	150,404	17,326	(98,599)	69,131
Other short-term liabilities	588	469	4,076	867	1,241	-	159,397	-	166,638	115	-	166,753
Workers' compensation Change	-	-	-	-	-	-	(768)	-	(768)	160	-	(608)
Change in Pension obligations	(9,176)	(1,705)	(17,506)	(9,522)	(627)	(3)	(2,166)	-	(40,705)	-	-	(40,705)
Other long-term liabilities	(764)	(469)	(4,076)	(734)	(1,023)	-	(159,094)	-	(166,160)	6,129	(10)	(160,041)
Net cash provided by (used in) operating activities	**6,584**	**4,554**	**(1,009)**	**7,422**	**12,447**	**1,011**	**(26,506)**	**-**	**4,503**	**(97,374)**	**-**	**(92,871)**
Investing activities												
Purchases of investments	-	-	-	-	-	-	-	-	-	(4,948)	-	(4,948)
Purchase of asset for health-related activity	-	-	-	-	-	-	-	-	-	(2,801)	-	(2,801)
Proceeds from disposal of property and equipment	-	-	-	-	-	-	-	-	-	17,784	-	17,784
Proceeds from sales of investments	-	-	-	-	-	-	2,182	-	2,182	5,391	-	7,573
Changes in interest in pooled investment fund - short term	-	-	-	-	-	-	-	-	-	(493)	-	(493)
Changes in loans and receivables	-	-	-	-	-	-	-	-	-	1,074	-	1,074
Changes in assets under bond indenture agreements	-	-	-	-	2,074	-	139	-	2,213	-	-	2,213
Additions to property and equipment	(5,613)	(2,788)	(5,112)	(7,887)	(12,449)	(288)	(16,544)	-	(50,681)	(3,986)	-	(54,667)
Net cash provided by (used in) investing activities	**(5,613)**	**(2,788)**	**(5,112)**	**(7,887)**	**(10,375)**	**(288)**	**(14,223)**	**-**	**(46,286)**	**12,021**	**-**	**(34,265)**
Financing activities												
Repayment of debt	(558)	(451)	(3,800)	(833)	(912)	-	-	-	(6,554)	(5,952)	-	(12,506)
Issuance of debt	-	-	-	-	-	-	42,000	-	42,000	107,279	-	149,279
Debt issuance costs	-	-	-	-	-	-	(800)	-	(800)	(950)	-	(1,750)
Net cash provided by (used in) financing activities	**(558)**	**(451)**	**(3,800)**	**(833)**	**(912)**	**-**	**41,200**	**-**	**34,646**	**100,377**	**-**	**135,023**
		-										
Net Increase (Decrease) in Cash and Cash Equivalents	**413**	**1,315**	**(9,921)**	**(1,298)**	**1,160**	**723**	**471**	**-**	**(7,137)**	**15,024**	**-**	**7,887**
CASH AND CASH EQUIVALENTS JUNE 30, 2017	**6,796**	**3,500**	**27,888**	**3,504**	**7,982**	**164**	**263**	**-**	**50,097**	**10,550**	**-**	**60,647**
		-										
CASH AND CASH EQUIVALENTS AS OF JUNE 30, 2018	**7,209**	**4,815**	**17,967**	**2,206**	**9,142**	**887**	**734**	**-**	**42,960**	**25,574**	**-**	**68,534**

QUARTERLY CERTIFICATE FOR 6/30/18 RE: (Q) OF "PERMITTED LIENS"

August 14, 2018

The undersigned, an Authorized Representative (as defined in the Master Indenture referred to herein) of Verity Health System of California, Inc. ("Verity") as Obligated Group Representative pursuant to the Master Indenture of Trust (as supplemented and amended, the "Master Indenture") dated as of December 1, 2001 among Verity, the Members of the Obligated Group and U.S. Bank National Association as Master Trustee, hereby certifies pursuant to clause (q) of the definition of "Permitted Liens" in the Master Indenture as follows:

As of the end of the fiscal quarter ending June 30, 2018, any Liens granted under clause (q) of the definition of Permitted Liens do not exceed the maximum permitted value of such Liens under such clause (q).

The Computations Regarding Permitted Liens, Paragraph (q) is attached hereto.

[Signature Page to Follow]

In Witness Whereof, the undersigned has executed this Quarterly Certificate as of the day and year first above written.

VERITY HEALTH SYSTEM OF CALIFORNIA, INC

By: _____

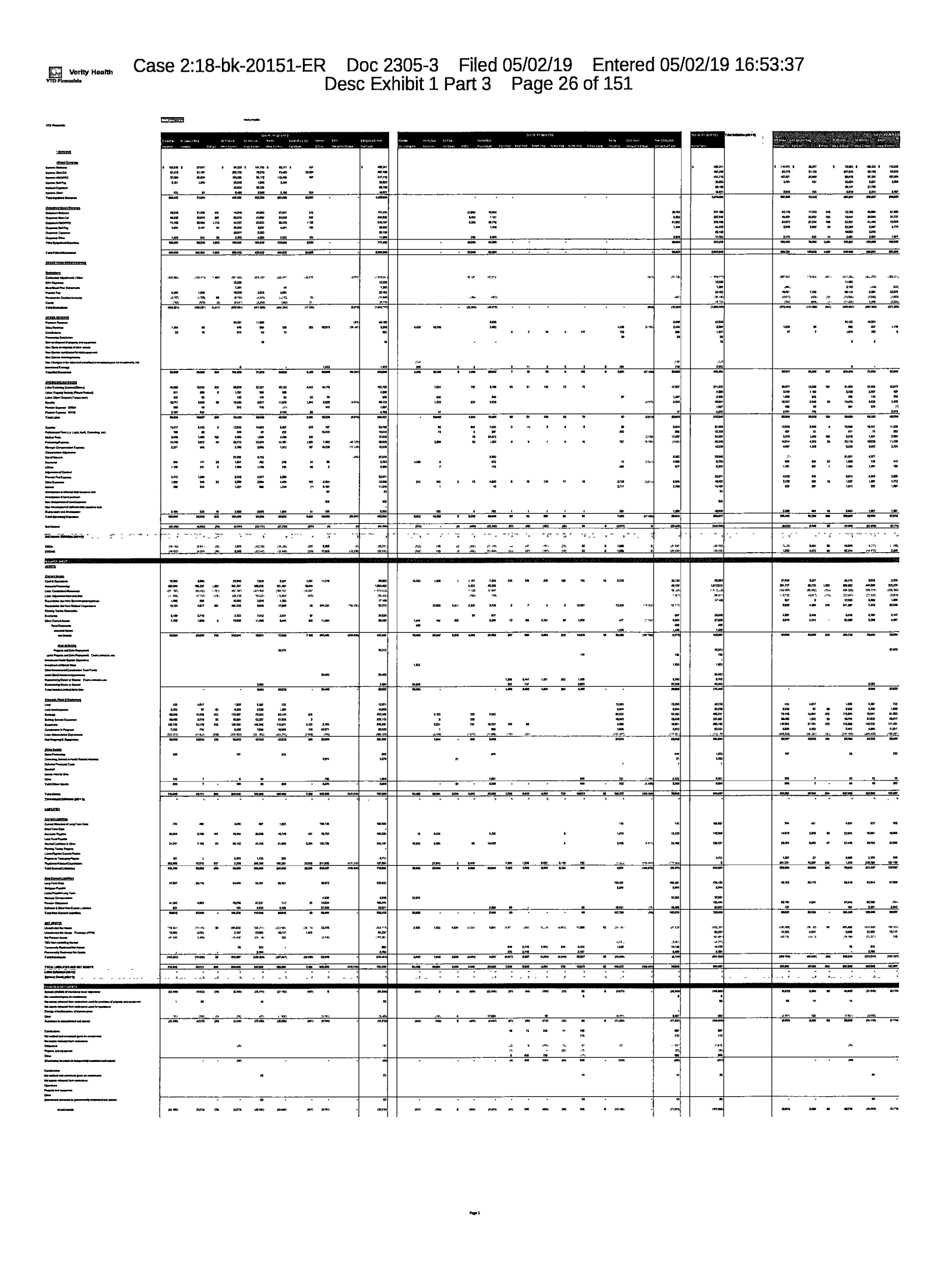
David Sachs
Chief Financial Officer

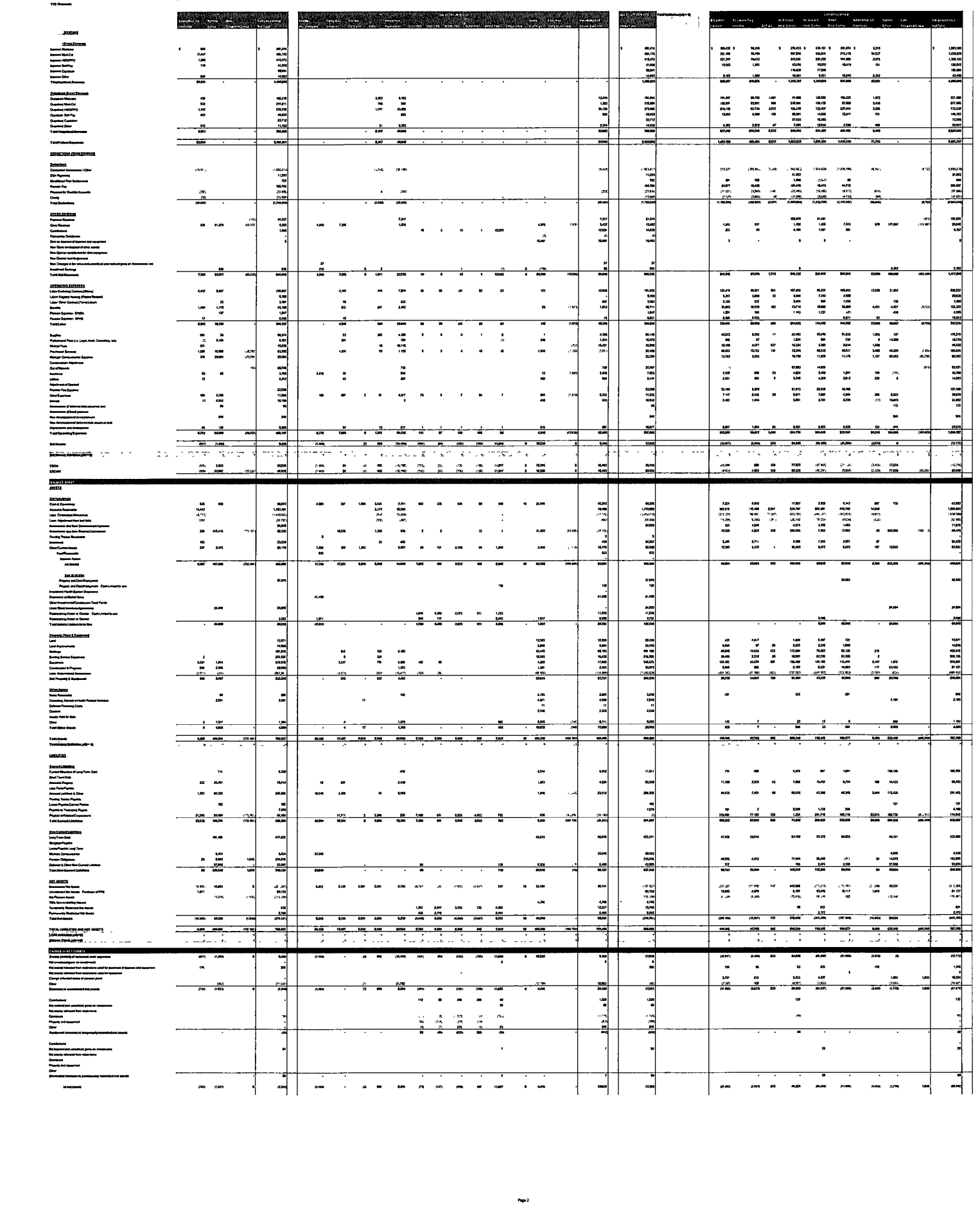
Computations Regarding Permitted Liens, Paragraph (q)
$ in thousands

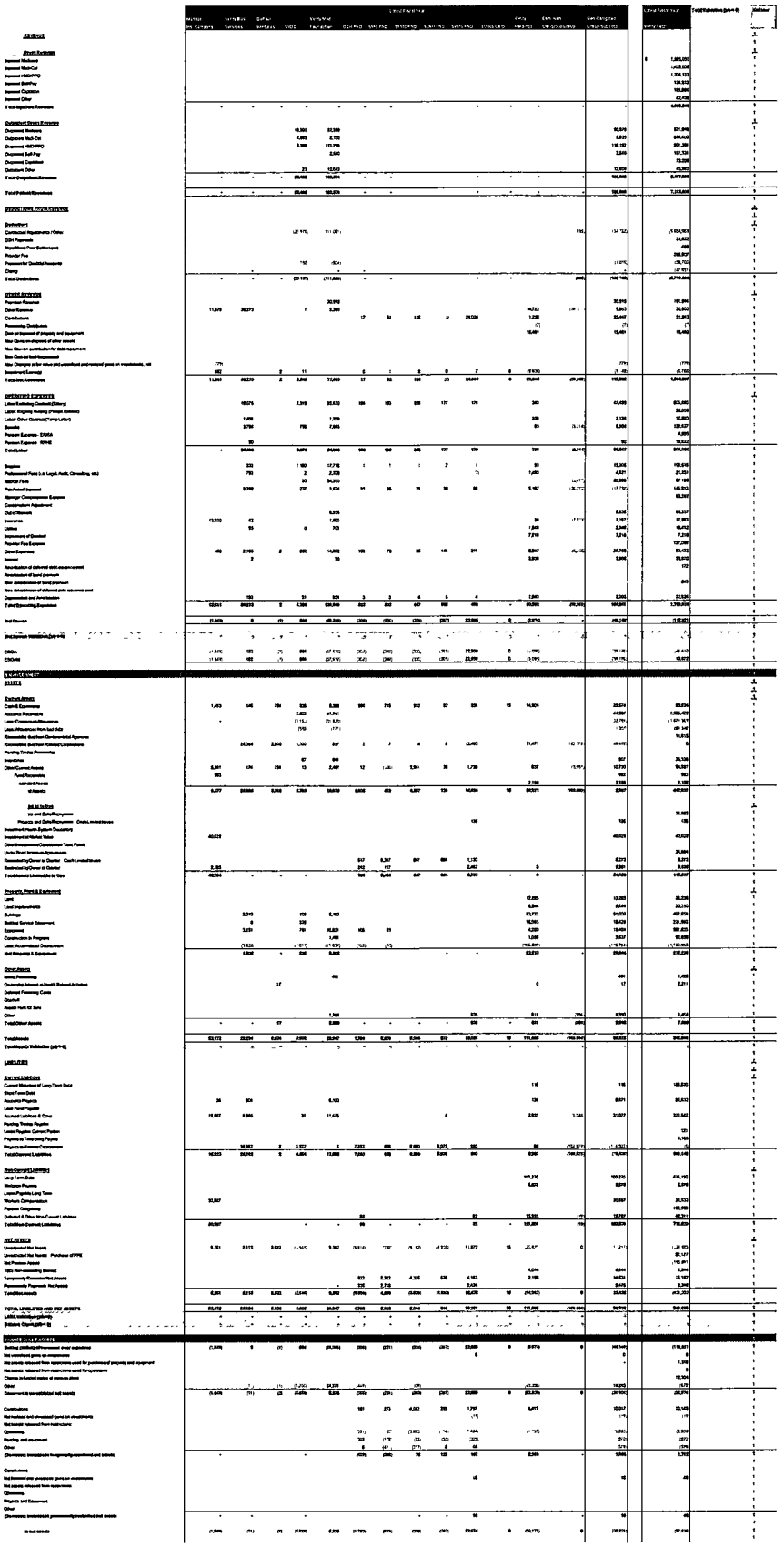
A.	**Book Value of Property Subject to Liens** [1]	St. Francis Medical Center	$91,184
		St. Louise Regional Hospital	$14,170
		Total property subject to Liens	$105,354
B.	**Total Property of Obligated Group** [1]	Obligated Group Total Property	$757,789
C.	**Property Subject to Liens as a % of Total**	A Divided by B	13.9%
		Threshold Percentage (Maximum)	20.0%

1. Historical financial data for the Obligated Group reflects June 30, 2018 unaudited financial statements.

Verity Health
YTD Financials







Verity Healt Systems
St Francis Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
REVENUE													
I/P Acute Self Pay	$4,373,129	$4,000,769	$3,131,103	$4,035,716	$5,164,899	$5,487,922	$6,870,462	$6,819,059	$5,844,007	$4,840,565	$5,142,739	$5,058,347	$3,266,562
I/P Acute-Comm MgdCare	8,670,791	7,698,064	7,484,705	8,936,573	9,010,670	7,715,249	10,015,194	8,432,436	10,695,907	8,219,845	8,847,919	9,076,312	8,016,665
W/C Comp	1,027,127	448,644	483,787	35,308	677,378	248,684	152,425	66,224	347,157	38,933	0	47,789	35,062
Medicare	19,983,593	18,610,162	19,645,397	20,052,461	18,912,822	19,204,082	19,787,092	24,509,977	16,874,207	22,117,624	20,356,125	23,487,918	21,263,022
Medicare MgdCare	9,783,169	9,531,034	10,349,253	9,882,000	9,802,874	9,176,777	13,182,489	15,119,481	9,327,119	11,501,131	10,101,131	9,269,702	14,813,637
Medicare Risk	6,449,191	3,689,031	3,139,580	3,207,908	5,664,486	5,893,632	6,082,880	4,774,711	4,887,484	8,894,234	6,155,621	4,652,899	4,269,872
Medi-Cal	17,023,330	20,244,980	20,528,607	15,999,615	15,238,265	15,460,414	15,140,319	18,381,959	14,572,704	17,940,840	14,930,839	17,071,730	17,346,188
Medi-Cal MgdCare	30,040,474	32,389,510	33,084,190	31,661,499	32,396,173	31,978,386	31,373,277	32,261,496	30,202,561	32,527,742	27,106,377	29,206,980	26,701,734
Medi-Cal Risk	4,950,154	4,000,617	5,264,169	5,274,310	5,709,966	4,607,692	4,696,188	4,998,419	4,042,754	4,291,090	4,123,518	4,243,237	5,193,546
Other Govt	1,588,631	1,148,252	1,436,150	642,424	1,584,833	584,031	1,548,886	1,122,886	2,231,584	896,528	894,838	2,383,944	1,518,211
Other Govt MgdCare	1,556,605	3,954,311	6,304,529	6,447,281	7,125,760	6,674,264	6,653,582	8,564,131	7,344,208	8,868,703	6,030,024	6,076,857	6,448,247
County Indigent	2,802,109	2,418,591	3,418,670	3,359,567	4,126,548	4,096,333	1,753,193	2,463,497	2,495,869	1,998,592	2,178,832	2,083,750	1,458,001
Other	(302,400)	429,678	59,484	(95,972)	(79,410)	219,921	(185,857)	264,880	(544,278)	130,575	972,487	(314,718)	(979,558)
Total Acute	**107,926,102**	**108,659,760**	**114,527,823**	**108,629,289**	**116,278,464**	**111,628,369**	**116,071,428**	**122,580,956**	**110,321,353**	**117,560,202**	**106,640,050**	**112,327,751**	**109,115,189**
SNF:													
Self Pay	42,269	36,081	106,736	131,282	142,749	56,112	4,447	11,105	53	0	0	19,788	43,283
Comm MgdCare	47,541	39,004	11,450	52,787	53,680	10,912	52,530	17,175	83,580	153,480	34,012	117,364	37,130
W/C Comp	0	0	0	0	0	0	0	0	0	0	0	0	752
Medicare	478,840	343,198	333,270	245,308	71,610	49,379	25,615	63,039	109,687	199,838	121,077	231,909	101,717
Medicare MgdCare	182	15,140	20,440	0	15,328	0	12,182	53	38,805	58,474	15,889	17,804	30,656
Medicare Risk	8,648	4,771	8,896	0	0	2,296	6,903	0	0	38,704	10,579	0	0
Medi-Cal	92,202	183,374	252,031	231,429	383,732	112,878	197,498	294,839	87,099	89,060	31,244	35,684	197,598
Medi-Cal MgdCare	233,065	208,065	176,281	112,714	134,011	25,153	9	17,853	46,383	98,457	188,133	94,350	66,464
Medi-Cal Risk	11,499	18,989	5,273	68,133	33,268	4,930	0	4,009	8,912	3,860	0	183,828	94,403
Other Govt	0	0	0	0	0	0	0	0	12,492	1,484	0	(9,390)	0
SNF-Other	0	15,161	29,565	19,828	28,624	37,852	11,561	0	0	0	1,818	15,347	0
Total SNF	**915,454**	**857,781**	**948,962**	**851,277**	**842,981**	**300,112**	**312,743**	**396,173**	**383,891**	**641,365**	**382,752**	**708,984**	**531,005**
PSYCH:													
Self Pay	100,000	98,220	107,668	148,634	203,590	152,794	86,786	127,097	39,249	87,289	82,868	82,455	51,817
Comm MgdCare	37,483	19,440	40,259	29,521	22,477	12,368	12,688	44,573	15,127	57,379	45,938	33,076	32,418
Medicare	134,088	171,648	129,378	48,288	98,271	167,539	131,803	132,217	155,548	194,340	134,350	118,372	85,015
Medicare MgdCare	49,272	61,684	39,918	26,979	30,665	49,375	38,353	22,983	12,723	80,636	34,818	22,181	15,381
Medicare Risk	184	110,780	7,568	0	0	8,048	37,977	0	0	9,003	25,433	0	0
Medi-Cal	826,111	1,101,881	1,191,038	936,962	940,129	1,004,890	878,897	1,058,205	805,799	1,142,154	1,223,097	1,398,178	1,147,274
Medi-Cal MgdCare	13,084	477	26,053	14,473	27,578	18,851	54,218	799	15,703	29,935	26,895	6,568	50,859
Medi-Cal Risk	19,811	0	0	0	0	225,442	9,922	0	0	0	0	0	0
Other Govt	9,149	0	0	0	0	0	0	0	6,668	0	0	0	0
County Indigent	0	0	0	99	20,939	2,735	0	8	0	930	0	0	0
Psych-Other	0	1,841	0	0	0	0	0	13	22	0	0	8,485	26,837
tal Psych	**1,289,133**	**1,566,330**	**1,537,917**	**1,205,026**	**1,341,637**	**1,642,003**	**1,226,310**	**1,385,872**	**1,151,855**	**1,571,666**	**1,583,195**	**1,646,337**	**1,409,699**
Total Gross Inpatient Revenue	**110,130,689**	**111,083,870**	**117,014,701**	**110,685,593**	**118,463,082**	**113,570,484**	**117,610,481**	**124,365,001**	**111,857,099**	**119,773,233**	**108,605,998**	**114,681,072**	**111,055,893**
Gross Outpatient Revenue:													
Outpatient:													
Self Pay	136,675	111,699	140,014	106,910	132,857	168,970	189,627	130,847	158,114	126,197	71,688	76,124	119,460
Comm MgdCare	2,427,424	2,488,814	2,561,317	2,393,064	2,809,873	2,440,048	2,355,817	2,533,743	2,807,081	3,484,223	2,921,032	3,206,363	2,475,980
W/C Comp	172,774	164,533	146,707	98,061	176,363	210,920	140,706	181,726	203,648	156,954	184,128	141,608	127,193
Medicare	1,843,895	1,491,368	1,698,404	1,810,472	1,897,188	1,825,245	2,134,987	2,009,309	2,082,998	1,710,141	2,143,308	2,065,803	2,194,634
Medicare MgdCare	1,454,327	1,506,579	1,597,059	1,312,998	1,570,173	1,697,762	2,236,154	1,148,526	1,760,488	2,264,230	1,788,091	2,140,164	1,570,118
Medicare Risk	1,909,346	2,020,844	2,627,874	2,233,764	2,418,226	2,173,884	1,871,529	1,884,544	2,324,434	1,708,775	1,853,827	2,367,849	2,575,306
Medi-Cal	1,138,254	1,070,407	1,274,528	1,100,035	1,173,727	1,198,294	907,025	1,344,992	1,229,758	1,141,505	1,128,125	1,411,781	1,337,380
Medi-Cal MgdCare	4,604,524	5,720,548	6,001,940	5,190,765	5,284,016	4,831,575	5,044,258	6,001,207	4,889,510	5,395,854	5,051,819	5,906,282	5,438,347
Medi-Cal Risk	1,388,315	1,215,756	1,363,462	991,817	1,603,619	1,378,017	1,242,118	1,370,253	1,537,115	1,518,188	1,610,274	1,198,822	989,548
Other Govt	571,680	367,631	388,556	620,880	937,787	478,876	524,227	484,448	379,878	808,688	807,642	548,882	534,466
Other Govt MgdCare	126,200	72,833	429,037	390,535	798,448	850,934	552,456	983,456	739,044	903,749	953,852	1,071,221	952,462
County Indigent	4,051	23,206	33,325	0	0	56,761	0	0	0	26,187	0	17,742	23,240
Other	(115,359)	390,903	(271,695)	151,409	(291,797)	(150,511)	723,180	(444,905)	(252,871)	(176,738)	688,561	118,073	(388,160)
Total O/P	**15,436,088**	**16,625,219**	**18,010,748**	**16,400,428**	**18,650,497**	**18,630,498**	**17,922,088**	**17,198,244**	**17,790,271**	**19,080,721**	**18,977,085**	**20,296,815**	**17,987,992**
ER:													
Self Pay	5,930,531	6,603,668	6,141,068	7,046,024	8,648,930	9,110,531	9,125,486	5,789,654	6,434,150	7,714,431	6,810,703	5,878,178	5,182,046
Comm MgdCare	2,056,832	2,026,136	1,878,861	1,956,294	1,858,083	1,445,407	1,705,770	1,894,356	1,689,399	2,012,542	2,542,598	2,401,266	2,493,381
Medicare	1,540,226	1,632,401	1,642,173	1,398,180	1,534,782	1,371,345	1,812,607	1,624,087	1,532,564	1,511,572	1,502,897	1,542,392	1,719,322
Medicare MgdCare	1,484,162	1,438,410	1,307,842	1,223,212	1,224,112	1,949,845	1,672,962	1,344,814	1,822,264	1,812,414	1,626,610	1,651,536	1,614,348
Medicare Risk	330,049	362,888	509,075	359,359	381,265	322,988	451,088	409,912	394,380	542,232	354,879	621,011	403,844
Medi-Cal	3,484,887	3,174,750	3,379,048	2,921,302	2,789,481	2,349,749	2,777,863	3,198,155	3,312,930	3,393,011	3,844,589	3,801,322	4,162,070
Medi-Cal MgdCare	9,380,895	8,901,807	9,830,258	9,213,478	8,720,975	7,803,248	8,588,304	10,046,525	9,152,743	9,724,227	9,820,873	9,972,718	10,227,526
Medi-Cal Risk	752,655	626,549	980,209	613,505	783,998	745,257	788,674	1,117,449	1,138,448	1,033,040	927,948	1,057,478	1,022,804
Other Govt	97,932	53,794	37,784	44,026	41,825	69,478	76,283	87,541	71,348	134,146	76,261	114,193	182,764
Other Govt MgdCare	68,435	122,195	143,228	267,012	270,876	195,981	384,908	450,099	271,068	406,921	383,525	448,580	473,471
County Indigent	982,105	858,908	815,975	634,349	1,073,163	607,634	691,878	845,514	638,880	837,819	811,662	583,588	1,012,717
Other Indigent	13	0	0	0	0	0	0	0	0	0	0	0	0
Total ER	**25,759,982**	**26,700,124**	**26,359,420**	**25,777,746**	**27,297,222**	**25,671,462**	**28,253,027**	**29,806,107**	**26,156,071**	**29,122,356**	**28,404,741**	**27,873,229**	**28,484,263**
Total Gross Outpatient Revenue	**########**	**########**	**########**	**########**	**45,947,719**	**42,301,961**	**########**	**47,004,351**	**43,946,342**	**########**	**47,381,806**	**48,170,044**	**46,452,275**
Total Gross Revenue	**151,326,759**	**153,409,214**	**161,384,889**	**152,683,789**	**164,410,801**	**155,872,445**	**163,785,576**	**171,369,352**	**155,803,441**	**167,978,310**	**155,987,804**	**162,851,115**	**157,508,168**
ductions from Revenue													
atient Contractual Allowances:													
icare Traditional	8,121,701	11,197,521	13,908,602	13,710,568	13,632,466	12,323,058	14,661,844	16,129,640	13,907,613	15,397,850	13,839,631	13,263,402	13,563,870
Medicare - Managed Care	716,903	83,949	(23,869)	1,257,558	8,716,255	6,940,163	5,810,036	6,752,117	7,060,437	8,949,881	6,926,470	8,531,587	6,879,805
Medicare - At-Risk	784,519	7,342,701	11,847,077	10,706,221	10,531,886	7,873,732	6,048,091	3,529,486	5,071,861	(522,691)	8,268,020	(1,505,369)	2,041,267

Verity Healt Systems
St Francis Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Medical Traditional	20,227,800	21,619,867	23,292,452	19,943,714	22,596,557	17,344,857	26,356,843	26,955,733	12,696,511	15,690,132	20,129,857	19,350,362	20,553,592
Medical - Managed Care	30,175,293	34,797,524	36,512,178	36,791,257	32,159,948	33,665,525	34,532,454	34,091,883	39,143,385	34,990,843	31,675,007	22,654,573	36,300,804
Medical - At Risk	9,607,091	4,139,711	6,131,462	1,404,856	3,354,843	6,113,468	8,097,313	6,494,545	5,691,822	9,732,187	3,574,670	9,026,277	7,342,953
Other Indigent	(6,518,941)	(1,540,950)	932,235	(2,448,314)	106,132	(294,083)	(2,358,296)	(50,866)	(919,378)	(467,210)	(211,382)	1,369,632	(5,607,497)
HMO	12,870,211	12,134,534	9,487,897	5,685,811	3,700,792	4,851,940	4,365,634	5,809,819	7,110,293	9,012,939	6,695,302	7,970,486	7,726,150
HMO - At-Risk	0	0	0	0	4,156	0	0	0	0	0	0	0	0
Workers Compensation	0	84,584	128,178	309,678	114,378	90,720	247,219	783,020	623,710	371,806	84,434	(300)	247,218
Other Government	(729,223)	(1,916,638)	(838,995)	(1,437,830)	2,990,738	1,307,892	399,558	(623,233)	(348,813)	3,159,025	(484,843)	10,264,219	1,315,625
Total - Inpatient Contractual Allowances	**75,234,454**	**87,943,284**	**101,375,112**	**90,852,657**	**96,107,947**	**68,947,192**	**100,860,796**	**101,871,845**	**90,237,481**	**96,314,551**	**92,496,165**	**90,903,843**	**90,183,687**
Outpatient Contractual Allowances:													
Medicare Traditional	1,483,169	1,831,135	1,012,465	1,327,217	1,931,286	1,614,337	1,999,016	1,458,016	1,828,219	1,215,982	1,518,040	1,740,550	1,698,857
Medicare - Managed Care	120,511	(1,096)	9,213	144,880	1,243,136	648,293	1,014,233	1,000,084	577,738	508,340	1,178,980	1,332,803	1,268,582
Medicare - At-Risk	3,689,351	1,170,457	1,820,101	398,198	3,279,137	3,101,207	3,539,112	3,312,467	3,393,863	3,046,482	2,378,585	3,121,877	2,484,297
Medical Traditional	1,874,933	(1,151,782)	762,561	668,598	1,533,664	1,577,726	4,033,016	2,904,681	821,698	(375,229)	1,406,846	147,378	2,423,540
Medical - Managed Care	8,506,877	11,454,393	4,378,380	9,480,851	2,774,093	6,485,014	5,613,744	5,827,453	11,836,803	7,740,460	7,390,590	4,420,435	3,693,595
Medical - At Risk	1,780,118	755,932	1,191,726	620,245	1,314,793	1,530,888	2,337,559	1,394,367	1,119,367	3,883,598	857,816	2,748,347	1,854,026
HMO	3,287,966	1,827,857	2,918,949	2,010,877	3,588,887	2,201,313	1,797,588	1,846,220	1,874,881	1,778,887	2,684,016	2,398,821	2,075,347
Workers Compensation	27,265	22,846	37,437	24,398	43,878	42,522	86,468	87,829	93,534	105,213	90,127	70,508	69,643
Other Government	716,218	2,720	10,034	(15,783)	427,756	18,568	428,555	803,223	295,748	1,050,924	624,597	1,521,975	728,842
Total - Outpatient Contractual Allowances	**21,446,708**	**18,912,482**	**12,170,886**	**14,669,661**	**18,136,830**	**17,219,891**	**20,819,387**	**18,634,343**	**21,338,657**	**18,754,736**	**18,305,377**	**17,522,694**	**16,394,708**
ER Contractual Allowances:													
Medicare Traditional	1,357,720	1,117,825	1,897,530	1,410,817	1,219,124	598,593	1,292,331	1,532,717	1,756,824	1,514,238	1,430,833	1,465,856	1,368,140
Medicare - Managed Care	19,419	14,475	1,291	253,633	984,401	868,283	1,133,078	693,378	834,371	1,035,321	1,390,807	1,342,337	1,218,541
Medicare - At-Risk	931,398	238,869	393,720	216,260	858,489	872,948	913,362	818,462	700,025	858,988	858,357	1,109,639	625,416
Medical Traditional	3,142,858	8,843,525	3,550,662	1,560,919	3,872,177	3,003,760	1,895,608	3,888,413	3,942,421	5,154,810	4,467,831	5,538,507	4,163,513
Medical - Managed Care	8,150,244	6,860,264	10,892,168	9,841,898	10,902,571	9,172,994	8,871,847	10,820,201	6,883,609	12,124,087	12,192,884	13,106,912	11,427,148
Medical - At Risk	1,572,220	378,471	933,880	379,497	1,472,572	1,003,028	1,328,909	1,481,578	878,836	2,585,582	801,219	2,678,179	1,854,573
HMO	2,764,368	2,833,099	2,806,238	1,462,836	1,213,085	981,939	795,856	730,873	1,048,479	1,208,880	1,812,337	1,449,002	1,829,316
Workers Compensation	52,987	48,024	94,725	161,142	90,258	110,118	84,053	70,087	38,599	124,271	88,413	74,210	116,818
Other Government	19,364	3,839	(3,521)	0	3,034	2,904	2,244	14,357	0	14,364	12,240	0	3,076
Total - ER Contractual Allowances	**18,030,585**	**18,138,481**	**20,566,759**	**15,306,831**	**20,713,798**	**18,392,542**	**15,917,087**	**20,029,867**	**15,860,961**	**24,630,300**	**22,673,692**	**28,764,639**	**22,024,539**
Provider Fees:													
Provider Fee - Medical	0	0	0	0	0	0	(49,935,851)	(7,074,849)	(4,448,646)	(4,448,646)	(4,448,646)	(4,448,646)	(4,448,646)
Provider Fee - Medical-Managed Care	0	0	0	0	(58,112,270)	0	0	0	0	0	0	(16,753,174)	(10,305,513)
Total Provider Fees:	**0**	**0**	**0**	**0**	**(58,112,270)**	**0**	**(49,935,851)**	**(7,074,849)**	**(4,448,646)**	**(4,448,646)**	**(4,448,646)**	**(21,202,820)**	**(14,752,159)**
DispShare Pymt													
Total - Contractual Allowances	**114,711,746**	**121,992,247**	**134,111,738**	**120,829,169**	**74,846,105**	**122,559,825**	**87,661,419**	**133,461,208**	**123,011,453**	**135,252,941**	**129,028,588**	**113,968,357**	**113,850,773**
Charity:													
Charity	8,647,006	2,467,027	3,013,783	2,493,451	3,450,987	4,135,839	2,070,231	3,388,317	2,402,753	(118,645)	(680,260)	3,719,471	6,363,220
Total - Charity Allowances	**8,647,006**	**2,467,027**	**3,013,783**	**2,493,451**	**3,450,987**	**4,135,839**	**2,070,231**	**3,388,317**	**2,402,753**	**(118,645)**	**(680,260)**	**3,719,471**	**6,363,220**
Other:													
Other	2,001,285	1,979,194	835,458	1,832,153	809,288	343,870	1,876,487	1,065,461	1,853,310	2,723,405	2,226,854	(1,550,133)	1,858,023
Total - Other Allowances	**2,001,285**	**1,979,194**	**835,458**	**1,832,153**	**809,288**	**343,870**	**1,876,487**	**1,065,461**	**1,853,310**	**2,723,405**	**2,226,854**	**(1,550,133)**	**1,858,023**
DSH:													
SB 1255	(670,028)	(641,667)	(641,667)	(641,667)	(641,667)	(641,667)	(641,667)	(641,667)	(641,667)	(641,667)	(641,667)	(641,667)	(1,044,449)
SB 1732	(184,416)	(183,333)	(183,333)	(183,333)	(183,333)	(183,333)	(183,333)	(183,333)	(183,333)	(183,333)	(183,333)	(183,333)	(624,411)
SB 855	(3,960,907)	(1,922,723)	(1,922,723)	(1,922,723)	(1,922,723)	(1,922,723)	(1,922,723)	(1,922,723)	(316,726)	(1,721,973)	(1,721,973)	(1,721,973)	(1,721,973)
SB 474	0	(75,583)	(75,583)	(75,583)	(75,583)	(75,583)	(75,583)	(75,583)	(75,583)	(75,583)	(75,583)	(75,583)	268,617
Total - DSH	**(4,815,354)**	**(2,823,306)**	**(2,823,306)**	**(2,823,306)**	**(2,823,306)**	**(2,823,306)**	**(2,823,306)**	**(2,823,306)**	**(1,217,309)**	**(2,622,556)**	**(2,622,556)**	**(2,622,556)**	**(3,004,217)**
Total - Deductions From Revenue	**120,744,684**	**123,615,161**	**135,137,673**	**122,331,467**	**78,083,053**	**124,216,028**	**88,764,831**	**135,071,678**	**128,050,207**	**135,235,145**	**127,952,628**	**113,535,138**	**119,057,800**
Pat. Rev. Net of Contractuals & Other Deductions	**30,562,095**	**29,794,052**	**26,247,196**	**30,532,301**	**88,327,748**	**31,658,417**	**75,000,745**	**36,297,674**	**29,753,234**	**32,741,185**	**28,035,178**	**49,315,977**	**38,440,368**
Provision for Doubtful Accounts	**1,574,268**	**3,171,720**	**1,806,004**	**2,846,829**	**3,069,319**	**4,981,088**	**1,188,872**	**2,571,175**	**1,675,322**	**3,958,782**	**1,141,081**	**(760,900)**	**(2,185,649)**
Net Patient Revenue	**29,007,827**	**26,622,332**	**24,441,192**	**27,685,472**	**85,258,429**	**26,675,329**	**73,811,873**	**33,726,499**	**28,077,912**	**28,782,383**	**26,894,097**	**50,076,877**	**40,606,017**
Other Revenue:													
Other Revenue	143,884	108,803	106,115	100,197	192,998	146,453	92,226	106,364	112,758	117,690	188,890	100,637	117,028
Gain or Loss on Property Sale	9,287	401	0	0	0	0	0	0	0	0	0	0	0
Rental Revenue	21,058	24,264	20,929	20,929	(9,804)	13,465	13,465	26,836	17,922	20,922	30,525	2,681	29,500
Total Other Revenue	**174,188**	**133,468**	**127,044**	**121,126**	**183,362**	**159,918**	**105,690**	**133,199**	**130,678**	**138,372**	**217,414**	**103,318**	**146,528**
Capitation Premium Revenue	8,273,215	8,122,758	10,885,023	8,538,798	12,423,878	8,773,708	8,225,689	8,468,468	8,784,113	8,657,350	8,628,899	9,305,574	11,338,994
Capitation Risk Pool Reserve	(1,561,198)	(725,975)	(1,679,720)	(881,998)	(2,560,110)	(660,484)	(537,256)	(542,237)	(354,470)	(326,991)	(1,011,924)	(304,917)	(1,976,036)
Total Capitation Revenue	**8,712,017**	**7,396,782**	**9,205,303**	**7,656,797**	**9,863,586**	**8,113,222**	**7,688,432**	**7,913,231**	**8,429,643**	**8,330,359**	**7,616,775**	**9,000,857**	**9,383,958**
Unrestricted Contributions:													
Unrestricted Contributions	129,530	303,796	735,559	127,715	647,475	186,038	279,492	159,054	215,567	437,744	438,583	173,520	479,764
al Unrestricted Contribution	**129,530**	**303,796**	**735,559**	**127,715**	**647,475**	**189,038**	**279,482**	**159,054**	**215,567**	**437,744**	**438,583**	**173,520**	**479,764**
otal Revenues	**38,023,563**	**34,456,378**	**34,509,098**	**35,591,311**	**95,952,832**	**35,134,507**	**81,885,487**	**41,931,983**	**36,853,800**	**37,688,858**	**35,166,870**	**59,354,373**	**50,596,296**

Verity Healt Systems
St Francis Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
EXPENSES:													
Productive Salaries:													
70000 Mgmt & Supervision	822,169	798,106	840,794	748,572	829,680	771,670	717,884	880,107	818,898	884,947	800,313	910,392	95,363
70010 Mgmt & Supervision Premium	7,873	11,784	12,711	9,265	5,390	13,263	11,896	23,882	16,830	13,830	16,068	14,028	11,368
70100 Technician & Specialist	1,997,088	2,103,542	2,110,248	2,226,832	2,185,122	2,217,000	2,129,953	2,270,851	2,127,337	2,384,530	2,231,832	2,337,719	2,410,844
70110 Tech & Spec Prem Pay	116,311	151,046	162,940	109,837	138,971	113,145	124,311	187,389	141,436	129,194	141,813	108,790	130,135
70200 Registered Nurses	6,901,879	6,145,399	5,914,071	6,024,500	6,135,179	5,582,623	5,715,147	6,578,551	6,012,272	6,433,638	6,076,848	6,072,258	6,114,789
70210 Registered Nurses Premium	380,834	536,741	577,700	589,612	532,510	658,414	651,206	895,165	642,897	594,907	447,460	349,597	453,178
70300 Licensed Vocational Nurses	199,544	212,144	197,532	253,992	160,269	180,394	204,882	212,241	209,668	214,973	199,693	207,184	257,654
70310 Licensed Vocational Nurses Premium	8,857	14,757	16,081	13,597	8,945	11,320	18,208	12,873	13,484	11,008	4,832	6,557	3,769
70400 Aides & Orderlies	388,088	372,288	370,334	405,673	398,351	397,028	394,451	411,287	389,307	437,505	402,073	424,147	483,885
70410 Aides & Orderlies Premium	67,749	49,268	59,262	54,359	52,236	57,859	56,020	47,330	45,869	47,667	31,926	48,012	38,780
70500 Clerical & Other Admin	494,742	530,760	532,992	531,795	538,155	536,423	498,482	529,657	516,946	564,091	539,290	556,525	552,667
70510 Clerical & Other Admin Premium	36,187	40,223	40,768	36,823	48,747	50,733	56,171	51,539	37,669	42,127	43,492	36,131	33,304
70600 Environmental & Food Services	426,111	380,600	388,534	382,053	399,293	381,939	416,010	423,669	353,659	438,695	432,806	455,915	457,296
70610 Environmental & Food Services Premium	37,121	51,616	56,320	54,255	68,091	64,434	73,732	62,255	71,629	81,773	78,668	77,412	23,920
70800 Non-Phys Medical Practitioners	45,617	48,713	37,116	40,982	52,015	52,882	58,108	53,572	47,331	57,474	66,578	62,393	57,792
70810 Non-Phys Medical Practitioners Premium	10,934	15,154	16,027	22,719	13,226	17,382	11,118	17,969	12,113	11,895	16,052	16,219	15,140
Total Productive Salaries	**10,932,680**	**11,459,188**	**11,324,428**	**11,505,997**	**11,689,181**	**11,408,287**	**11,335,249**	**12,637,937**	**11,487,743**	**12,340,449**	**11,629,360**	**11,881,278**	**11,137,885**
Non-Productive Salaries:													
71200 Vacation Holiday & Sick Leav	1,302,323	1,332,262	1,331,314	1,411,644	1,469,360	1,568,505	1,431,631	1,585,917	1,589,067	1,517,198	1,473,499	1,514,254	1,561,738
71275 BONUS	0	33,000	0	15,200	0	0	13,000	10,625	13,250	0	0	0	0
71277 IT Application Training	(569)	(327)	(5)	0	0	0	698	288	202	174	103	0	760
71950 Severance Pay	27,295	2,541	13,058	13,058	13,058	13,058	6,529	0	0	15,936	31,872	31,872	292,522
Total Non- Productive Salaries	**1,329,049**	**1,367,475**	**1,344,366**	**1,439,901**	**1,472,417**	**1,579,563**	**1,451,858**	**1,596,830**	**1,602,519**	**1,533,308**	**1,505,475**	**1,546,128**	**1,875,010**
Total - Salaries & Wages	**12,261,729**	**12,826,643**	**12,668,792**	**12,945,898**	**13,161,598**	**12,987,850**	**12,787,108**	**14,234,767**	**13,090,262**	**13,873,755**	**13,134,834**	**13,227,404**	**13,012,875**
Registry:													
72500 Registry Nursing Personnel	609,878	604,824	538,359	603,426	585,594	618,136	548,092	619,211	738,608	902,439	845,679	680,021	682,907
72100 Medical-Therapists & Other	74,682	124,085	79,254	85,181	126,927	167,659	144,034	197,904	286,646	227,434	133,530	133,323	(94,358)
Total Registry Labor	**884,560**	**729,010**	**615,612**	**868,568**	**695,521**	**705,798**	**692,126**	**807,115**	**1,023,154**	**1,129,873**	**979,410**	**713,345**	**588,549**
Contract Labor													
72600 Registry-Non Clinical	209,247	205,068	243,396	184,872	132,988	213,158	187,204	278,595	191,746	192,420	205,360	196,540	232,776
Total - Contract Labor	**209,247**	**205,068**	**243,396**	**184,872**	**132,988**	**213,158**	**187,204**	**278,595**	**191,746**	**192,420**	**205,360**	**196,540**	**232,776**
Its & Taxes.													
00 FICA	926,637	977,019	929,533	916,638	978,181	796,888	891,119	1,081,042	984,841	1,028,773	989,500	1,005,462	1,037,581
71100 SUI - FUI	19,191	19,200	59,434	22,000	21,900	6,000	22,263	22,300	22,300	(27,700)	(31,821)	(4,308)	10,100
71101 SUI - RF	0	0	(43,387)	0	0	0	0	0	0	0	0	130	0
71300 Group Health Insurance	1,082,397	1,160,115	1,184,695	1,522,944	1,168,732	1,122,261	1,131,058	701,328	750,737	699,265	717,734	712,255	(50,948)
71305 Group Health Self Insured	216,875	184,068	174,120	220,045	189,552	154,733	141,161	149,607	362,376	791,111	988,938	728,641	1,683,263
71310 Group Health Insured	69,467	62,325	49,441	70,219	55,846	42,382	42,564	114,460	120,852	150,631	130,314	69,353	182,388
71319 Employee Ben Exp FLEX Dollars	10,813	11,758	11,526	10,978	11,327	11,228	11,697	11,388	10,288	12,348	13,131	13,760	13,854
71320 Group Health Vision	26,704	(753)	2,803	4,337	5,551	4,253	(11,830)	(1,777)	15,944	(8,597)	26,807	8,763	(17,061)
71350 Dental Insured	91,421	48,519	93,248	(30,810)	(30,707)	(31,683)	(48,854)	(35,409)	(32,232)	(31,771)	(19,787)	(37,245)	(58,603)
71351 Dental Insured IBNR	(50,152)	(83,753)	(1,550)	111,838	108,781	107,032	108,107	105,822	104,817	53,288	101,275	139,486	110,732
71375 Life AD&D Bnf-Contract	(2,943)	14,763	1,940	1,988	1,696	1,803	304	1,912	1,976	1,578	1,938	1,985	409
71400 Group Life Insurance	17,431	(3,450)	19,171	16,320	18,177	16,416	3,842	20,018	20,266	16,502	16,852	19,220	5,778
71505 Retirement	306,687	95,250	95,250	95,250	95,250	95,250	95,250	95,250	95,250	95,250	95,250	95,250	95,250
71515 403B - Employer Match	77,064	146,825	146,933	144,102	141,880	248,105	140,936	130,243	148,154	158,840	162,323	158,070	158,900
71516 Retirement Plan - 401 A	498,240	631,828	509,595	517,297	506,266	501,992	578,447	575,816	568,066	699,491	537,765	540,557	570,238
71720 Fringe Benefits	6,181	6,387	6,387	6,181	7,204	13,681	6,387	6,584	6,281	6,387	6,801	6,464	20,095
71600 Workers Compensation Insurance	286,883	198,837	198,837	198,837	198,837	198,837	198,837	198,837	198,837	198,837	198,837	198,837	198,837
71601 WC - TPA & Other	0	87,659	87,659	87,659	87,658	87,658	87,658	87,658	87,658	87,658	82,691	87,687	88,003
71610 LTD	15,875	18,001	17,722	17,744	17,638	19,470	17,238	15,182	22,697	20,423	19,784	20,353	19,021
71900 Other Employee Benefits (Non-Payroll)	(2,959)	0	0	0	0	0	536	(36)	0	(26,471)	16,266	(7,620)	(243,304)
71910 EAP	404	2,342	4,846	3,588	3,579	3,556	3,528	3,600	3,741	3,597	3,708	3,726	3,711
71930 Ed & Reimbrsmnt	162,648	86,895	94,269	90,900	98,753	103,882	119,480	151,127	120,804	107,655	113,784	146,044	205,928
71932 Education - Application Training	0	0	0	0	433	0	0	0	0	0	0	0	0
Total - Taxes & Benefits	**3,718,841**	**3,583,936**	**3,852,271**	**4,029,751**	**3,589,926**	**3,503,719**	**3,540,029**	**3,436,751**	**3,590,762**	**3,935,388**	**4,068,287**	**3,888,198**	**4,031,350**
Total - Labor Costs	**17,074,177**	**17,344,656**	**17,180,071**	**17,849,109**	**17,580,032**	**17,410,522**	**17,206,486**	**18,757,228**	**17,895,925**	**19,131,436**	**18,385,891**	**18,035,487**	**17,845,549**
Medical Fees:													
72000 Medical-Physicians	299,537	300,156	364,836	324,702	279,711	297,471	321,916	284,835	310,244	303,824	347,288	299,007	138,831
72011 Medical-Physicans Administrat	136,045	126,818	138,664	132,763	132,664	128,912	149,837	94,284	161,948	155,164	148,664	(32,606)	124,250
72021 Medical-Phys Clinical Fees	822,533	856,256	853,746	840,121	865,258	865,583	963,371	578,783	672,142	834,033	897,474	262,187	1,116,542
Total - Medical Fees	**1,258,518**	**1,283,230**	**1,357,245**	**1,297,616**	**1,277,633**	**1,292,066**	**1,434,924**	**1,258,903**	**1,334,232**	**1,423,021**	**1,393,426**	**528,589**	**1,382,832**
Supplies:													
73100 Prosthesis	339,527	240,287	320,385	282,658	337,371	344,483	389,077	256,550	383,198	327,357	298,573	338,735	223,187
73101 Pacemakers	45,681	25,356	37,671	22,127	31,658	18,340	88,222	30,692	36,852	8,255	33,326	45,146	26,214
73102 IOL [Lens]	9,230	6,511	6,805	9,161	7,357	3,881	10,255	6,262	1,532	855	1,824	6,100	4,104
73103 Spinecare Hardcare	49,989	200,713	141,348	105,707	93,040	52,303	70,536	87,501	111,782	70,542	107,230	91,844	30,352
73104 Knees-Total	80,534	66,876	38,423	14,300	79,776	28,124	62,155	42,701	17,517	98,468	93,123	58,884	17,359
73105 Hips-Total	17,082	21,858	56,529	2,858	49,809	57,618	26,782	76,221	3,154	51,992	46,342	23,161	65,960
73106 Hips-Partial	2,697	2,997	2,397	(2,697)	6,394	2,697	6,497	0	2,997	5,856	0	3,750	11,361
73107 Hips-Compression	0	4,868	50	2,182	0	11,722	0	0	0	2,261	2,261	0	0
73108 Valves -Heart	7,720	0	2,161	4,532	168	12,420	16,440	0	7,720	0	7,720	4,532	168
73109 Bone	4,448	18,848	6,655	6,081	4,448	12,681	2,188	7,365	32,840	6,990	9,433	4,174	5,879
73110 AICD & Leads	126,707	86,866	113,820	150,807	91,074	145,483	175,987	69,228	56,824	171,212	88,812	89,198	60,410
73111 Tissue	37,347	72,508	65,892	37,046	(220)	130,724	70,002	55,307	22,428	1,855	36,794	5,760	30,614
12 Rings-Angioplasty	1,467	734	725	1,500	750	237	0	0	1,500	1,500	31	750	1,525
Neuro Stimulators/ Leads	28,932	0	0	0	84,507	0	0	0	0	0	0	0	0
6 Vascular Grafts	47,651	(5,180)	33,738	33,264	3,713	69,407	6,502	19,151	(6,288)	(24,611)	43,013	44,042	16,339
3116 Stents	31,321	8,521	43,518	17,432	71,036	62,602	30,940	30,554	21,125	27,834	46,489	32,138	62,398
73117 Stent DES	32,620	22,858	55,343	25,314	19,231	48,791	16,887	26,274	16,937	43,300	16,466	50,894	31,087

Verity Healt Systems
St Francis Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
73200 Sutures & Surgical Needles	50,700	35,567	42,827	24,524	60,634	29,775	16,020	12,084	26,675	20,712	22,425	16,016	24,741
73201 Endomechanicals	87,560	92,427	74,808	65,087	115,889	154,888	72,395	48,288	65,477	94,949	91,161	73,816	87,377
73300 Surgical Packs & Sets	56,102	49,841	57,695	49,205	62,765	57,605	50,237	48,304	46,544	57,105	48,442	54,837	50,848
73400 Surgical Supplies-General	385,647	351,567	417,622	361,815	411,356	456,314	409,217	436,266	408,452	443,090	474,241	435,490	439,041
73401 SURGICAL SUPPLIES - CV	17,663	13,084	18,698	9,172	8,798	26,383	11,485	4,676	19,582	13,719	18,100	15,469	25,505
73403 Ortho Supplies	40,811	31,150	58,792	56,958	50,473	65,349	66,610	35,434	48,178	58,591	54,868	50,200	48,288
73404 Heartport Supplies	0	0	0	0	0	0	0	0	0	25,000	50,000	0	0
73500 Anesthetic Materials	4,215	4,832	3,880	5,081	5,424	4,775	5,144	4,639	8,931	8,163	9,230	8,612	4,718
73600 Oxygen & Other Medical Gases	9,893	11,507	9,431	11,667	9,662	10,794	10,169	13,439	15,913	14,564	15,068	12,202	24,444
73700 IV Solutions	123,181	117,424	119,983	129,832	113,023	109,756	120,024	121,326	108,950	116,428	100,700	107,737	119,258
73800 Pharmaceuticals	694,134	616,997	631,247	513,347	834,384	599,794	581,011	542,263	819,719	1,284,223	842,116	521,175	822,944
73900 Radioactive Materials	19,186	25,505	7,169	24,039	10,147	30,235	20,249	19,074	19,884	15,950	30,031	12,033	31,187
74000 Radiology Films	503	405	590	530	394	544	712	395	485	250	294	380	212
74100 Other Medical Care Materials & Supplies	314,204	323,812	344,985	328,488	330,442	334,264	299,559	390,208	328,286	338,665	300,909	383,269	378,748
74101 Syringes	10,329	8,914	12,626	8,903	12,880	9,754	7,488	10,781	9,386	10,270	8,673	8,853	10,093
74102 Gloves	41,560	39,457	43,300	37,391	36,777	35,017	32,789	32,700	39,372	36,940	43,168	38,595	34,370
74103 Angio/Diagnostic Caths	105,162	90,890	155,266	101,003	111,311	100,214	110,308	101,386	76,123	89,417	88,327	112,842	108,882
74104 Guidewires	29,777	5,838	29,573	32,000	27,808	22,667	22,835	19,587	13,707	25,144	11,856	19,302	17,441
74105 Sheath Sets/Dilators	1,980	1,688	8,836	4,604	11,140	6,426	5,117	2,418	5,691	4,034	3,709	5,171	4,813
74107 Balloon Cor Dilation	50,621	53,474	71,884	68,886	100,640	78,797	50,847	49,392	71,694	57,080	49,676	50,843	54,781
74108 Inflation Devices	2,149	1,388	1,805	325	1,298	2,518	1,080	678	833	1,080	1,403	780	2,439
74109 Atherectomy Devices	0	0	0	0	0	0	0	8,300	6,403	0	3,395	348	12,743
74110 Vascular Interventions	11,641	18,628	32,188	72,272	55,178	30,213	10,284	32,124	13,885	28,477	14,981	28,537	69,588
74111 Flow Directed Catheters	1,383	0	0	0	0	0	0	0	0	0	152	0	0
74113 Guiding Catheters	1,002	384	2,521	481	1,555	561	678	535	883	882	1,686	306	244
74114 PTCA Accessories	896	0	0	827	1,500	2,556	4,818	1,134	827	750	77	0	0
74115 Intra-Aortic Balloons	0	0	0	0	0	0	3,092	0	0	0	0	0	0
74117 Coronary Guidewires	1,216	1,815	0	588	383	1,624	1,120	298	263	1,991	120	785	734
74119 Chemistry Solutions	116,112	108,418	123,280	110,813	104,134	147,226	107,520	128,498	127,843	128,849	121,801	97,405	154,224
74120 Hematology	2,850	2,267	5,901	2,883	5,317	1,414	2,024	23,493	1,018	7,610	2,938	2,912	4,228
74121 Serology	1,440	0	1,050	1,878	0	0	0	0	0	1,447	0	0	1,447
74122 Urinalysis	266	0	0	0	0	280	280	280	0	127	280	0	0
74123 Microbology	23,188	14,067	22,326	11,608	33,567	25,847	28,377	53,980	19,985	23,626	25,455	22,154	33,328
74124 Phlebotomy	3,262	3,181	4,562	3,731	4,002	2,469	2,581	5,359	3,351	3,114	2,970	3,838	2,801
74125 Histology	0	139	0	138	0	138	0	0	0	248	33	116	12
74130 EPS-Ablation Catheters	0	0	0	0	0	0	0	0	0	0	300	0	0
74150 Blood Supplies	226,026	215,265	190,541	192,177	284,156	197,548	201,878	182,742	191,219	197,165	191,002	170,078	254,263
74151 Blood Processing	459	291	421	82	517	421	469	567	253	424	649	384	433
74160 IV Sets andSupplies	211	326	15	358	190	123	316	123	89	242	65	114	78
74165 Inventory Adjustments	(762,411)	20,360	60,928	20,678	41,405	51,204	43,464	13,252	11,905	79,599	57,327	44,827	134,251
74300 Food-Other	50,197	59,383	61,664	58,888	55,088	56,238	69,266	69,724	57,937	62,998	56,843	70,698	64,203
74400 Linen & Bedding	3,751	0	0	0	4,826	1,775	3,082	(3,089)	0	0	260	0	2,180
74500 Cleaning Supplies	5,993	7,307	10,763	8,440	9,665	5,068	8,993	11,065	9,792	6,001	8,824	12,445	9,208
74600 Office & Administrative Supplies	91,598	10,827	62,515	80,121	39,430	29,436	25,777	69,892	46,553	39,279	13,467	(3,704)	65,912
0 Supplies-Photocopy	46	72	(72)	0	0	0	67	0	0	0	0	157	18
0 Forms	10,010	8,892	10,329	9,443	9,673	8,248	8,230	9,697	7,639	8,476	8,992	7,470	12,664
50 Paper & Toner Computer	(1,548)	(1,074)	(607)	(484)	1,227	(580)	572	3,101	(329)	715	(3,979)	(1,167)	1,008
74700 Employee Wearing Apparel	14,223	8,566	13,052	14,842	14,020	11,839	9,524	11,393	11,879	11,227	12,058	8,588	8,567
74800 Instruments & Minor Medical Eq	29,670	16,547	14,053	8,981	33,110	22,487	7,892	18,409	11,937	26,617	24,595	17,151	18,342
74900 Other Minor Equip	10,804	20,762	38,763	24,900	24,664	35,635	22,898	32,024	34,387	35,473	41,847	22,435	36,089
74950 Software Computer	340	670	702	840	840	0	29	(509)	0	0	0	0	0
74960 Hardware Computer	4,696	2,650	3,673	265	269	1,376	1,897	(272)	368	1,629	1,081	548	1,881
75000 Other Non-Medical Supplies	55,747	32,076	50,795	50,548	39,778	58,376	46,127	59,614	57,883	53,917	57,953	72,720	31,842
75005 Cost Reduction - Rebate & Discount	(226,421)	(20,600)	(24,048)	(26,037)	(29,676)	(36,812)	(38,526)	(54,268)	(34,962)	(34,318)	(50,228)	(89,910)	(29,218)
75050 Books & Manuals	1,920	639	4,039	197	4,099	89	2,153	404	3,392	2,700	835	(3,648)	468
75220 Freight	21,395	6,548	17,241	24,323	8,962	8,594	4,900	37,361	7,602	7,748	20,940	(3,755)	51,082
75300 Obsolescence PSO	0	0	0	0	0	0	0	0	1,091	0	0	0	0
75990 Maintenance Supplies	478	1,278	333	(458)	1,178	1,089	93	31	555	0	435	227	11
79300 Tfr To Othr CC-Supplies	(55,578)	(44,473)	(61,578)	(63,556)	(50,841)	(52,362)	(54,816)	(62,883)	(59,514)	(31,762)	(32,180)	(42,238)	(33,511)
79700 Tfr Frm Othr CC-Supplies	55,578	44,473	61,578	63,556	50,841	52,362	54,816	62,883	59,514	31,762	32,180	42,238	33,511
Total - Supplies	**2,595,908**	**3,185,685**	**3,726,251**	**3,313,535**	**3,743,215**	**3,811,238**	**3,375,340**	**3,306,784**	**3,239,947**	**4,202,830**	**3,526,346**	**3,195,921**	**3,825,267**
P/S - Professional Fees:													
72200 Consultant & Mgmt Fees	100,332	43,180	48,450	23,094	28,585	47,838	55,038	33,548	21,505	(68,293)	78,416	8,479	(871)
72300 Legal	68,116	24,261	29,893	151,710	80,883	81,396	89,249	67,399	61,046	85,589	97,019	67,404	112,474
72400 Audit	14,441	11,832	8,481	(36,140)	0	0	0	0	0	0	0	16,628	0
72900 Other Professional Fees	0	0	0	0	0	0	0	0	0	0	0	(16,510)	0
Total - Professional Fees	**169,909**	**79,292**	**83,804**	**138,664**	**109,528**	**129,234**	**144,285**	**90,906**	**102,551**	**19,276**	**190,946**	**74,200**	**111,603**
Out-Of-Area- Network Expense.													
78110 Purch Serv-Out-Of-Network Cost	4,399,205	4,654,312	5,964,195	4,933,569	6,269,309	6,413,459	5,516,152	8,302,182	5,809,864	6,225,173	5,232,994	5,437,025	5,204,458
Total - Out-Of-Area- Network Expense	**4,399,205**	**4,654,312**	**5,964,195**	**4,933,569**	**6,269,309**	**6,413,459**	**5,516,152**	**8,302,182**	**5,809,864**	**6,225,173**	**5,232,994**	**5,437,025**	**5,204,458**
P/S - Intercompany Related Organization:													
78410 Corporate Management Svcs	386,831	2,302,433	1,075,773	622,983	1,530,561	1,761,498	1,480,203	1,853,173	1,226,807	1,526,843	1,617,009	1,736,271	1,504,827
78415 Integrity Management Svcs	1,537,881	1,556,801	1,556,801	1,556,801	1,556,801	1,556,801	1,556,801	1,556,801	1,556,801	1,556,801	1,556,801	1,556,801	1,556,801
78420 VBS And SO Allocation	258,873	267,476	290,951	298,348	185,463	233,738	208,052	511,759	310,904	289,944	354,412	273,844	565,958
78421 Purch - Svcs Reg Orgs	699	0	0	0	695	0	0	(695)	0	0	0	675	699
78422 Purch - Svcs IT Reimb Acct	1,005,018	1,248,810	1,536,067	1,482,170	1,585,753	1,730,737	1,423,411	1,088,749	1,870,847	1,643,870	1,426,856	1,364,146	1,014,912
78429 PFS Outsource Net Expense	801,876	626,813	0	455,225	717,120	723,765	72,338	772,762	745,751	596,145	838,993	1,290,663	706,273
78441 Purch Service Rel Org- Regiona	2,982	2,915	2,678	3,018	2,780	4,227	3,588	4,727	6,865	3,944	8,149	4,247	2,731
Total - P/S - Intercompany Related Organization	**3,804,162**	**6,007,251**	**4,466,271**	**4,420,547**	**5,591,213**	**6,012,765**	**4,747,395**	**5,589,276**	**5,520,775**	**5,621,047**	**5,905,019**	**6,247,539**	**5,354,198**
P/S - Other:													
78100 Purch Serv-Medical	4,624	60,020	98,143	90,229	89,177	79,592	43,281	52,630	71,660	51,667	89,715	66,424	53,880
78200 Purch Serv-Repairs & Maintenan	16,015	80	299	280	3,586	635	217	0	1,077	0	123	48,596	7,135
78250 Repairs & Maintenance Other Contract	499,327	201,686	276,718	373,668	292,597	201,891	272,617	341,746	552,481	525,240	588,779	587,390	780,489
78500 Purch Serv-Collection Agencies	1,801	133	(45)	49,112	0	16,734	(32,347)	15,739	0	16,090	23,591	(67,668)	0
78900 Purch Serv-Outside Organizatio	1,578,163	1,451,457	1,446,810	1,484,713	1,438,753	1,368,688	1,488,388	1,841,209	1,122,357	1,354,592	1,309,018	1,219,027	1,472,013
78906 CHFT Pledge	0	0	0	0	1,197,398	0	594,689	(319,647)	21,018	21,018	21,018	395,391	226,667
78907 PURCHASED SERVICES LINEN	75,149	84,853	85,605	80,079	80,944	69,629	79,565	77,569	70,028	67,940	(1,634)	70,039	67,654
10 Printing & Forms	0	0	0	0	0	0	0	0	0	0	0	288	0
1 Software Support & Maintenance	10,903	12,088	(9,588)	1,212	1,212	4,656	(4,656)	0	897	9,093	897	(10,587)	6,106
1 Purch Serv - Accretion Exp Fin47	9,810	0	0	0	0	0	0	0	0	0	0	0	0
Total - P/S - Other	**2,195,712**	**1,810,417**	**1,876,038**	**2,079,291**	**3,101,339**	**1,739,822**	**2,449,056**	**1,809,245**	**1,839,517**	**2,044,830**	**2,011,309**	**2,230,583**	**2,623,755**

Verity Healt Systems
St Francis Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Rental & Leases.													
77500 Rental/Lease Costs-Buildings	98,905	94,188	88,425	88,202	85,421	85,434	88,434	86,833	92,066	102,060	98,788	101,724	102,349
77510 Rental Cost - Parking Fees	20,033	20,033	10,867	20,033	20,033	20,033	20,033	20,033	20,033	20,033	20,783	29,200	15,450
77600 Rental/Lease Costs-Equip	399,148	229,576	232,368	189,250	268,956	33,171	180,014	273,984	245,163	227,956	264,889	331,151	398,404
77605 Copy Machine Leases	14,488	14,488	14,529	14,416	14,678	14,553	14,543	14,553	14,543	14,548	14,553	(16,270)	(43,658)
Total - Rental & Leases	**532,572**	**354,283**	**343,188**	**319,901**	**386,097**	**153,192**	**310,025**	**398,483**	**371,805**	**364,627**	**397,014**	**445,806**	**472,545**
Other Expenses:													
78300 Licenses & Taxes	10,574	17,389	26,322	38,266	26,480	61,878	67,283	43,311	42,744	48,703	54,910	44,949	41,564
78310 Property Taxes	10,380	10,380	4,050	4,050	4,050	14,756	48,232	11,422	11,422	7,544	12,142	12,142	12,142
78400 Other Costs	10,085	7,885	(15,587)	18,240	10,883	1,009	(268)	18,914	11,857	14,302	13,949	12,925	5,836
78500 Telephone/Telegraph	87,005	12,691	30,517	28,944	42,419	36,413	32,572	(43,496)	16,314	12,818	28,060	21,220	15,803
78502 Mobile Phones Service	0	8,087	(116)	3,135	4,038	7,031	131	11,744	15,688	3,248	7,883	13,336	13,084
78600 Dues & Subscriptions	5,402	4,858	2,015	3,044	5,466	10,404	9,355	(761)	5,483	1,988	2,105	8,332	4,897
78620 RETAIL FLOWERS	0	0	0	0	0	0	562	0	0	0	0	0	0
78700 Outside Training Sessions	0	1,779	0	1,585	0	4,852	900	0	194	878	0	0	567
78750 Meetings & Conventions	198	99	345	596	0	0	1,870	0	0	0	0	38	2,805
78800 Travel	735	181	412	2,112	618	3,645	10,885	(6,869)	2,625	(1,089)	9,527	1,763	8,330
78801 Travel Transportation	0	0	198	0	0	0	18	0	0	0	0	0	126
78802 Airfare & Rail	200	1,499	965	486	1,303	209	544	79	723	268	595	282	2,730
78803 Car Rental	0	0	0	0	111	141	0	0	0	0	0	138	102
78804 Gasoline	0	0	0	0	24	0	0	0	0	10	0	0	158
78805 Mileage	315	587	216	235	615	462	740	315	462	564	319	555	455
78806 Parking & Tolls	121	58	128	6	43	138	388	10	87	66	57	0	102
78808 Lodging & Hotels	0	1,604	1,003	483	1,808	414	3,638	483	885	101	994	568	1,912
78810 Business Meals	0	0	494	573	(8)	0	297	1,054	62	83	79	80	192
78811 Catering & Business Meals	260	0	0	0	0	0	200	0	0	0	0	1,400	1,141
78813 Individual Meals	0	0	202	92	334	0	188	0	88	347	61	88	88
78814 Entertainment - Staff	12	0	0	0	0	0	0	0	0	0	0	0	0
78900 Recruiting	19,768	2,205	1,050	525	(3,812)	4,410	3,887	84,389	4,843	(8,310)	5,000	93,854	71,600
78911 Physician Recruitment	(48,071)	16,447	13,572	10,981	14,544	(88,545)	0	0	0	0	0	0	0
79000 Other Expenses	91,218	238	(1,303)	3,020	4,410	31,098	3,409	2,162	23,436	71,952	42,247	(11)	2,491,549
79003 Gifts & Entertainment	0	0	0	0	0	0	0	154	0	0	0	0	0
79004 Children Outreach	0	0	0	400	0	0	0	0	0	0	0	0	0
79010 Postage	3,805	3,120	6,666	4,268	4,119	9,898	4,313	7,355	9,408	5,789	12,287	8,031	2,490
79011 Loss of Property Reimbursemnet	0	0	0	0	947	0	0	0	0	0	0	0	0
79018 Bad Debt - Non Patient	(7,716)	(1,648)	(1,926)	(2,158)	(1,542)	(1,039)	(1,259)	(162)	(2,878)	(1,072)	(1,253)	(1,167)	(1,124)
79030 Miscellaneous Bank Fees	216	0	0	0	0	0	0	0	0	0	0	0	0
79050 Community Benefit Expenses	75	0	0	4,698	273	0	18	0	0	0	254	0	292
79060 Charity	7,138	7,440	7,744	7,440	7,841	7,841	7,841	7,841	7,841	7,841	7,841	7,841	7,641
79073 Contribution Fees	0	0	0	0	8,972,392	0	25,918,137	1,871,124	2,170,294	2,170,294	2,170,294	5,204,160	4,638,200
79090 Advertising	200	2,300	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	(6,000)	15,720
80 Cash - AP Offset Account	(339,194)	0	0	0	0	0	0	0	0	0	0	0	(299,827)
83 Cash - PPE Purchase Temp Acct - Accrual	339,194	0	0	0	0	0	0	0	0	0	0	0	299,827
898 Cash - Repayment Temp Acct	303,482	316,827	316,827	316,827	316,827	316,827	316,827	316,827	316,827	316,827	316,827	316,827	316,827
79898 Cash - Contra Offset Acct	(303,482)	(316,827)	(316,827)	(316,827)	(316,827)	(316,827)	(316,827)	(316,827)	(316,827)	(316,827)	(316,827)	(316,827)	(316,827)
Total - Other Expenses	**173,887**	**98,887**	**79,265**	**130,994**	**9,098,926**	**129,636**	**25,735,293**	**1,808,878**	**2,323,039**	**2,337,929**	**2,369,150**	**5,420,141**	**6,736,490**
Total - P/S & Other Expenses	**11,275,436**	**13,002,443**	**12,814,762**	**12,022,967**	**24,556,413**	**14,578,308**	**38,902,207**	**15,998,970**	**15,667,551**	**16,612,682**	**16,108,431**	**19,855,293**	**20,503,046**
Bad Debt Expense:													
Insurance:													
78100 Insurance-Professional Liability	389,394	233,132	278,343	278,808	292,467	288,359	277,789	260,372	52,840	188,331	269,216	266,184	256,681
78200 Insurance-Other	(82,119)	89,708	87,493	87,483	93,883	93,663	94,489	93,663	93,663	93,663	82,804	82,804	82,804
78250 Reinsurance Premium	56,868	40,060	40,060	29,430	26,496	34,011	30,270	33,064	32,839	32,839	169,224	87,475	68,626
Total - Insurance	**344,143**	**372,900**	**405,896**	**396,726**	**412,856**	**416,034**	**402,558**	**387,099**	**179,142**	**314,834**	**521,244**	**436,433**	**408,111**
Utilities:													
77700 Utilities-Electricity	233,804	321,721	327,801	331,110	255,281	203,374	213,531	191,050	202,106	209,901	213,765	230,815	280,706
77800 Utilities-Gas	29,833	28,792	26,689	20,287	17,834	27,564	33,683	48,268	88,104	89,805	56,940	41,524	6,830
77900 Utilities-Water	19,770	16,404	15,670	27,242	19,148	22,389	24,210	21,441	18,903	14,809	22,724	(4,301)	74,571
Total - Utilities	**282,807**	**366,888**	**370,360**	**378,638**	**292,263**	**253,316**	**271,424**	**256,760**	**309,113**	**314,615**	**293,429**	**288,038**	**371,907**
Depreciation													
77100 Depr&Amort-L& Improvements	14,126	13,980	13,980	13,980	14,015	14,015	14,015	14,014	14,015	14,014	14,015	14,014	14,015
77200 Depr&Amort-Buildings & Improve	466,507	449,639	448,123	448,113	447,914	447,765	447,378	426,226	426,541	426,855	426,877	424,382	437,291
77201 Depreciation Expense - FIN47	81	81	81	81	81	81	81	81	81	81	81	81	81
77400 Depr&Amort-Equip	319,599	296,300	319,137	310,465	287,148	291,562	319,829	280,401	263,379	262,613	265,817	286,018	333,430
Total - Depreciation	**790,291**	**759,980**	**781,301**	**772,639**	**749,138**	**753,433**	**781,280**	**722,701**	**705,995**	**703,543**	**706,469**	**723,475**	**784,757**
Amortization:													
77000 Depr&Amort-Intangible Assets	0	0	0	0	0	65,366	23,281	10,741	17,808	33,984	38,612	6,669	59,566
Total Amortization	**0**	**0**	**0**	**0**	**0**	**65,366**	**23,281**	**10,741**	**17,808**	**33,984**	**38,612**	**6,669**	**59,566**
Interest Expense:													
78410 Interest Expense - Long Term Debt	358,498	339,454	339,454	339,454	339,454	339,454	339,454	339,454	339,454	339,454	339,454	339,454	339,434
78490 Interest Expense-Other	(1,148)	(9,155)	(11,970)	(11,804)	(12,027)	(12,644)	(7,521)	(8,200)	(7,051)	(6,261)	(12,800)	(13,600)	(6,979)
Total - Interest Expense	**355,350**	**330,299**	**327,484**	**327,650**	**327,426**	**326,810**	**331,933**	**331,255**	**332,403**	**331,193**	**326,655**	**325,854**	**332,475**
Totel Expenses	**33,976,629**	**36,646,081**	**36,963,370**	**36,358,784**	**48,938,777**	**38,897,094**	**62,729,412**	**41,032,440**	**39,982,116**	**43,068,138**	**41,298,503**	**43,345,680**	**45,513,312**
erating Income	**2,046,934**	**(2,189,703)**	**(2,454,272)**	**(767,473)**	**47,014,055**	**(3,762,587)**	**19,156,075**	**899,543**	**(3,128,316)**	**(5,379,280)**	**(6,131,633)**	**16,008,513**	**5,082,955**
Investment Income:													

Verity Healt Systems
St Francis Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Investment Earnings	1	2	0	2	4	0	0	6	2	2	0	5	2
Total - Investment Income	**1**	**2**	**0**	**2**	**4**	**0**	**0**	**6**	**2**	**2**	**0**	**5**	**2**
Net Income	**2,046,935**	**(2,189,701)**	**(2,454,272)**	**(767,472)**	**47,014,059**	**(3,762,587)**	**19,158,075**	**899,549**	**(3,128,314)**	**(5,379,278)**	**(6,131,633)**	**16,008,518**	**5,082,957**

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Verity Healt Systems
St Francis Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
REVENUE													
I/P Acute Self Pay													
8511-3010-41101 I/P Acute-Self Pay	$567,286	$697,138	$183,274	$398,024	$347,256	$520,884	$964,800	$884,886	$884,886	$385,840	$512,512	$414,778	$174,140
8511-3070-41101 I/P Acute-Self Pay	125,638	54,984	39,256	61,681	74,041	120,021	30,288	8,731	51,662	17,947	32,532	32,532	8,731
8511-3151-41101 I/P Acute-Self Pay	98,052	98,052	174,840	139,712	157,176	146,444	223,116	176,440	208,770	270,120	203,310	213,370	125,580
8511-3179-41101 I/P Acute-Self Pay	0	0	0	0	0	0	9,920	99,200	32,240	32,240	71,920	44,640	42,160
8511-3182-41101 I/P Acute-Self Pay	30,024	47,536	58,424	87,554	115,092	75,192	136,108	130,500	144,680	169,832	130,150	98,624	32,526
8511-3184-41101 I/P Acute-Self Pay	33,970	61,146	23,779	61,146	23,779	88,322	108,704	101,910	71,337	84,543	61,146	47,558	20,382
8511-3187-41101 I/P Acute-Self Pay	121,788	72,288	100,424	239,172	261,004	142,626	201,398	257,672	146,028	98,484	109,382	89,878	97,370
8511-3188-41101 I/P Acute-Self Pay	227,756	92,452	101,992	98,980	297,040	308,992	250,880	193,572	139,236	203,760	142,632	220,740	139,236
8511-3290-41101 I/P Acute-Self Pay	6,522	19,566	6,522	6,783	9,783	3,261	6,522	32,610	22,827	9,783	6,522	0	0
8511-3340-41101 I/P Acute-Self Pay	66,685	87,210	100,601	125,790	153,587	111,010	76,319	88,053	26,568	83,457	66,891	44,777	52,295
8511-3380-41101 I/P Acute-Self Pay	77,388	58,684	53,898	71,162	77,368	74,016	107,814	95,116	83,294	88,026	93,698	111,782	76,970
8511-3382-41101 I/P Acute-Self Pay	13,616	17,270	37,994	17,270	6,908	13,816	0	46,358	0	0	20,724	17,270	10,362
8511-3530-41101 I/P Acute-Self Pay	2,394	6,384	3,990	798	3,192	1,596	11,970	3,990	798	1,596	1,596	7,182	4,788
8511-3580-41101 I/P Acute-Self Pay	22,890	23,871	55,917	84,760	84,721	41,803	20,601	17,549	8,829	(1,094)	0	11,017	29,543
8511-4010-41101 I/P Acute-Self Pay	229,751	271,241	213,470	303,427	414,730	353,127	481,322	472,884	337,463	348,586	388,465	308,558	210,094
8511-4087-41101 I/P Acute-Self Pay	8,656	16,862	18,301	14,764	5,980	9,218	12,400	22,552	8,883	10,508	15,426	17,444	13,946
8511-4183-41101 I/P Acute-Self Pay	22,185	0	22,185	44,370	17,748	13,311	4,437	26,622	8,874	35,496	48,807	26,622	22,185
8511-4400-41101 I/P Acute-Self Pay	259,194	125,908	131,706	125,883	120,388	184,561	191,124	184,270	135,550	265,883	244,400	316,761	222,185
8511-4420-41101 I/P Acute-Self Pay	377,385	132,386	148,223	98,868	583,433	482,578	510,412	406,913	408,417	411,177	410,837	308,149	267,352
8511-4427-41101 I/P Acute-Self Pay	19,800	11,840	13,088	9,188	30,014	21,440	30,583	39,312	18,123	20,424	31,143	39,314	23,232
8511-4429-41101 I/P Acute-Self Pay	0	0	0	0	0	0	0	0	0	0	0	1,924	0
8511-4450-41101 I/P Acute-Self Pay	29,106	13,398	15,540	8,316	48,398	42,399	67,714	70,854	48,048	49,764	46,202	41,658	32,214
8511-4470-41101 I/P Acute-Self Pay	169,849	150,845	152,734	34,681	236,694	204,065	182,771	144,698	297,886	182,701	148,167	131,351	173,499
8511-4471-41101 I/P Acute-Self Pay	41,216	37,999	26,853	46,312	35,981	46,919	51,918	66,242	38,838	44,144	51,600	48,373	20,583
8511-4500-41101 I/P Acute-Self Pay	453,693	504,886	389,713	590,105	667,417	642,707	770,816	731,952	642,259	547,691	609,088	592,181	370,465
8511-4509-41101 I/P Acute-Self Pay	1,798	1,899	1,871	2,458	3,565	2,675	2,797	3,711	2,188	2,567	3,092	3,203	2,119
8511-4520-41101 I/P Acute-Self Pay	15,497	8,062	5,912	8,838	9,439	12,111	11,945	15,213	9,886	11,368	16,348	18,846	13,297
8511-4540-41101 I/P Acute-Self Pay	16,896	3,040	1,256	11,606	11,383	8,726	7,720	8,094	3,148	4,873	5,835	5,134	3,103
8511-4570-41101 I/P Acute-Self Pay	104,378	210,003	171,148	77,115	3,849	265,544	405,484	371,848	514,909	190,077	278,412	571,600	174,498
8511-4573-41101 I/P Acute-Self Pay	54,940	47,588	30,143	114,269	78,974	18,190	88,083	61,230	71,348	61,491	68,511	48,887	27,889
8511-4591-41101 I/P Acute-Self Pay	76,966	101,213	84,147	110,038	166,668	125,616	135,556	129,340	129,838	84,711	138,606	144,490	87,907
8511-4620-41101 I/P Acute-Self Pay	957	3,828	957	1,914	3,828	1,914	5,700	11,067	4,743	4,743	4,743	4,743	0
8511-4630-41101 I/P Acute-Self Pay	46,656	53,409	36,631	48,689	55,247	74,131	89,498	102,011	77,922	49,422	55,573	64,762	38,326
8511-4650-41101 I/P Acute-Self Pay	4,650	10,849	19,876	9,039	15,341	21,303	24,408	10,908	21,483	28,686	33,400	35,694	0
8511-4660-41101 I/P Acute-Self Pay	66,252	39,630	78,975	100,098	84,847	37,048	73,268	104,921	31,116	54,205	78,744	66,713	97,318
8511-4670-41101 I/P Acute-Self Pay	36,636	57,826	36,084	73,521	65,439	29,495	72,200	73,318	53,573	38,723	66,931	49,561	40,977
8511-4680-41101 I/P Acute-Self Pay	227,646	167,401	168,262	226,102	207,120	331,847	349,382	427,835	249,711	264,497	261,003	212,456	288,099
8511-4690-41101 I/P Acute-Self Pay	0	0	0	0	0	0	0	0	1,626	0	1,626	0	0
8511-4710-41101 I/P Acute-Self Pay	368,398	392,888	232,375	383,159	375,582	475,348	643,344	548,904	448,178	333,048	344,335	267,386	197,896
8511-4720-41101 I/P Acute-Self Pay	263,620	351,334	126,303	182,315	290,048	299,850	483,892	531,455	601,016	315,711	289,420	237,495	106,881
8511-4722-41101 I/P Acute-Self Pay	17,898	10,851	13,257	20,139	9,951	58,714	12,484	29,105	16,358	10,916	16,688	66,173	12,471
11-4730-41101 I/P Acute-Self Pay	0	5,467	(5,467)	5,467	0	5,467	3,595	0	11,553	5,033	0	0	5,033
1-4760-41101 I/P Acute-Self Pay	10,815	0	0	0	3,263	20,838	3,778	28,234	10,505	6,573	0	10,880	8,852
1-4775-41101 I/P Acute-Self Pay	26,530	14,289	24,949	38,547	38,145	47,733	34,160	50,015	37,581	27,461	17,888	46,111	17,794
11-4801-41101 I/P Acute-Self Pay	2,409	1,892	1,720	1,892	2,580	2,064	2,924	1,892	2,236	2,580	2,580	2,924	2,064
Total I/P Acute Self Pay	4,373,129	4,000,789	3,131,103	4,035,718	5,184,899	5,467,922	6,870,462	6,619,059	5,844,007	4,840,565	5,142,739	5,056,347	3,268,562
I/P Acute-Comm MgdCare													
8511-3010-41122 I/P Acute-Comm MgdCare	1,041,788	638,636	694,512	650,848	827,889	414,779	1,384,836	1,098,844	1,118,936	594,808	733,098	482,300	385,840
8511-3070-41122 I/P Acute-Comm MgdCare	125,622	336,515	216,494	90,858	315,192	47,117	153,883	61,688	264,741	104,327	0	26,801	70,572
8511-3151-41122 I/P Acute-Comm MgdCare	213,834	135,348	200,838	305,620	179,006	279,424	260,044	205,030	351,900	273,430	175,580	198,580	202,020
8511-3179-41122 I/P Acute-Comm MgdCare	0	0	0	0	0	0	22,320	44,640	98,720	42,160	91,760	173,600	153,760
8511-3182-41122 I/P Acute-Comm MgdCare	85,052	77,694	38,408	23,398	54,298	98,076	98,632	53,428	112,590	42,534	102,582	112,590	77,826
8511-3184-41122 I/P Acute-Comm MgdCare	61,146	125,689	91,719	40,794	27,178	169,850	129,088	169,850	91,719	67,749	67,749	71,337	108,307
8511-3187-41122 I/P Acute-Comm MgdCare	194,848	157,162	88,840	98,462	427,882	148,938	182,768	155,792	249,500	230,026	231,584	168,290	160,090
8511-3188-41122 I/P Acute-Comm MgdCare	359,864	395,680	340,360	294,872	263,012	427,540	342,572	271,880	176,592	309,036	349,788	244,512	329,412
8511-3290-41122 I/P Acute-Comm MgdCare	0	3,261	0	6,522	13,044	6,522	19,566	29,349	9,783	9,783	13,044	16,305	6,522
8511-3340-41122 I/P Acute-Comm MgdCare	88,885	60,122	88,740	88,900	61,388	47,157	48,883	53,030	52,491	71,160	51,460	26,568	19,819
8511-3380-41122 I/P Acute-Comm MgdCare	194,174	220,286	171,088	256,138	216,070	144,938	224,982	147,508	144,138	169,988	129,424	182,080	111,980
8511-3382-41122 I/P Acute-Comm MgdCare	10,362	24,178	27,632	34,540	13,816	3,454	27,632	20,724	10,362	13,816	6,908	17,270	17,270
8511-3530-41122 I/P Acute-Comm MgdCare	3,990	5,586	4,788	3,990	3,192	3,192	7,980	2,394	798	2,394	11,970	3,990	0
8511-3580-41122 I/P Acute-Comm MgdCare	41,656	42,183	13,734	22,018	35,515	6,175	30,411	6,626	32,373	33,354	13,734	82,404	38,352
8511-4010-41122 I/P Acute-Comm MgdCare	418,893	349,334	334,485	305,382	407,626	451,633	475,655	482,049	425,583	391,114	448,426	429,074	490,703
8511-4087-41122 I/P Acute-Comm MgdCare	12,256	17,926	20,130	29,919	29,789	11,908	27,712	18,546	21,108	20,841	12,924	22,318	7,947
8511-4183-41122 I/P Acute-Comm MgdCare	26,622	31,059	88,740	0	46,607	22,185	17,748	39,933	180,858	84,303	35,498	31,059	13,311
8511-4400-41122 I/P Acute-Comm MgdCare	361,312	496,610	410,404	343,220	455,921	240,029	461,421	382,950	341,491	449,198	317,442	388,887	304,403
8511-4420-41122 I/P Acute-Comm MgdCare	1,025,091	813,599	826,782	910,872	1,058,642	924,823	896,660	680,467	1,014,912	1,237,456	1,262,424	1,342,212	1,177,892
8511-4427-41122 I/P Acute-Comm MgdCare	76,148	47,572	57,170	57,980	82,882	89,832	84,316	18,193	76,624	84,688	78,818	108,331	91,143
8511-4429-41122 I/P Acute-Comm MgdCare	0	0	0	0	0	0	0	0	5,604	18,498	0	36,297	28,554
8511-4450-41122 I/P Acute-Comm MgdCare	108,884	91,014	79,926	90,090	100,212	111,174	111,428	81,582	129,426	148,902	156,784	154,469	144,144
8511-4470-41122 I/P Acute-Comm MgdCare	593,872	418,219	641,436	556,973	485,398	445,986	498,137	326,874	536,131	431,752	576,324	825,111	668,262
8511-4471-41122 I/P Acute-Comm MgdCare	77,204	56,528	71,304	83,983	77,300	78,452	88,269	75,161	94,309	68,533	89,462	88,582	67,340
8511-4500-41122 I/P Acute-Comm MgdCare	972,110	933,253	776,393	750,611	981,463	853,688	1,133,840	1,021,420	1,234,484	901,588	989,123	1,044,131	813,294
8511-4509-41122 I/P Acute-Comm MgdCare	4,756	5,424	3,723	5,619	8,229	3,820	6,122	8,647	10,172	4,989	7,777	4,988	4,447
8511-4520-41122 I/P Acute-Comm MgdCare	33,260	47,043	30,120	26,638	47,986	35,124	30,868	29,115	39,013	62,723	23,868	37,854	37,184
8511-4540-41122 I/P Acute-Comm MgdCare	25,215	32,268	6,021	7,909	16,931	25,576	12,814	15,803	21,868	11,199	33,429	31,764	5,577
8511-4570-41122 I/P Acute-Comm MgdCare	135,640	220,074	221,897	206,545	336,041	702,536	538,477	170,873	612,162	236,186	249,715	457,091	388,778
8511-4573-41122 I/P Acute-Comm MgdCare	164,971	152,923	170,448	101,236	110,314	89,951	82,710	69,293	124,522	83,890	83,383	121,202	56,776
8511-4591-41122 I/P Acute-Comm MgdCare	197,881	91,774	151,825	110,538	233,326	191,306	207,958	161,795	183,873	123,192	145,308	158,488	194,219
8511-4620-41122 I/P Acute-Comm MgdCare	6,813	2,871	2,871	2,871	5,742	4,785	8,238	15,286	7,905	3,162	4,743	3,162	4,743
8511-4630-41122 I/P Acute-Comm MgdCare	126,400	84,976	93,802	76,409	101,612	70,576	152,881	108,994	133,226	94,375	124,755	102,568	82,434
8511-4642-41122 I/P Acute-Comm MgdCare	0	0	0	0	0	0	0	38,423	0	16,584	0	0	0
8511-4650-41122 I/P Acute-Comm MgdCare	25,977	9,039	25,304	10,177	16,559	32,205	34,055	24,098	92,198	15,261	20,731	20,433	45,054
8511-4660-41122 I/P Acute-Comm MgdCare	144,475	56,715	107,524	51,334	213,894	84,575	112,053	56,736	113,048	82,401	169,020	145,687	183,034
8511-4670-41122 I/P Acute-Comm MgdCare	72,181	32,419	69,719	62,985	76,573	66,400	66,803	71,113	77,573	77,352	91,146	76,880	61,139
8511-4680-41122 I/P Acute-Comm MgdCare	392,669	203,967	287,284	211,864	272,341	305,329	411,480	446,407	437,994	504,897	413,511	516,469	460,929
8511-4690-41122 I/P Acute-Comm MgdCare	0	0	0	0	0	0	0	0	0	3,388	0	0	1,626
8511-4710-41122 I/P Acute-Comm MgdCare	593,065	788,642	510,257	483,407	753,266	626,341	696,818	646,918	728,575	498,276	655,898	656,860	730,660
8511-4720-41122 I/P Acute-Comm MgdCare	616,693	539,037	437,574	394,863	482,648	308,903	702,069	675,150	970,970	504,708	618,459	343,955	143,777
8511-4722-41122 I/P Acute-Comm MgdCare	17,890	88,881	26,914	75,615	102,516	18,263	93,859	26,046	94,267	39,515	17,700	66,628	9,617
8511-4730-41122 I/P Acute-Comm MgdCare	16,400	13,699	719	0	0	0	373	18,401	10,834	5,467	0	9,062	3,595
511-4760-41122 I/P Acute-Comm MgdCare	21,538	10,716	11,211	3,778	11,211	15,104	38,149	11,840	97,814	14,742	18,849	30,254	72,673
1-4775-41122 I/P Acute-Comm MgdCare	37,892	34,855	38,485	40,377	68,562	52,932	66,540	59,018	37,492	85,648	78,243	83,851	49,854
-4801-41122 I/P Acute-Comm MgdCare	4,818	5,332	4,300	6,708	5,646	3,656	5,364	4,300	4,128	5,160	3,612	4,644	3,096
Total I/P Acute-Comm MgdCare	6,670,791	7,896,084	7,484,705	6,938,973	9,010,870	7,715,249	10,016,194	8,432,436	10,695,907	8,219,845	8,847,919	9,076,312	8,019,885
W/C Comp													

Verity Healt Systems
St Francis Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8511-3010-41131 I/P Acute-W/C	212,212	0	126,398	0	0	36,584	18,292	0	0	0	0	0	0
8511-3182-41131 I/P Acute-W/C	0	0	0	0	0	0	0	0	6,004	10,008	0	0	0
8511-3187-41131 I/P Acute-W/C	43,880	0	0	0	3,396	0	0	6,792	0	0	0	0	0
8511-3188-41131 I/P Acute-W/C	68,484	47,544	37,358	20,376	74,938	43,232	6,792	0	20,376	0	0	13,584	3,396
8511-3380-41131 I/P Acute-W/C	0	6,884	0	0	0	0	0	0	0	0	0	0	0
8511-3580-41131 I/P Acute-W/C	0	0	0	0	0	0	0	0	0	0	0	0	691
8511-4010-41131 I/P Acute-W/C	24,210	15,073	9,906	0	5,982	15,855	7,898	11,256	6,422	0	0	6,050	4,315
8511-4420-41131 I/P Acute-W/C	42,206	144,256	37,104	0	237,732	0	46,250	40,019	62,846	8,934	0	11,680	14,302
8511-4427-41131 I/P Acute-W/C	1,836	6,534	3,062	0	8,576	0	0	2,268	4,536	2,268	0	2,268	2,808
8511-4450-41131 I/P Acute-W/C	3,612	17,220	5,124	0	24,087	0	3,614	1,768	11,232	888	0	1,572	1,248
8511-4470-41131 I/P Acute-W/C	35,902	123,507	27,541	0	258,810	33,434	11,132	0	158,985	281	0	2,185	491
8511-4471-41131 I/P Acute-W/C	10,205	1,788	10,007	2,504	731	1,888	2,131	514	7,308	366	0	0	148
8511-4500-41131 I/P Acute-W/C	80,515	16,116	59,154	2,902	18,529	28,746	6,111	2,788	7,954	6,438	0	5,712	1,941
8511-4520-41131 I/P Acute-W/C	0	2,808	897	0	0	0	0	0	0	552	0	0	148
8511-4540-41131 I/P Acute-W/C	242	0	242	484	242	0	0	0	0	0	0	0	0
8511-4570-41131 I/P Acute-W/C	3,837	2,047	0	0	0	13,976	0	0	0	0	0	0	0
8511-4573-41131 I/P Acute-W/C	35,827	11,782	0	0	0	26,371	0	0	0	0	0	0	0
8511-4591-41131 I/P Acute-W/C	0	520	0	0	520	0	0	0	0	0	0	0	0
8511-4620-41131 I/P Acute-W/C	857	0	957	0	0	0	0	0	0	0	0	0	0
8511-4630-41131 I/P Acute-W/C	21,348	3,765	10,949	2,885	8,169	4,272	1,818	478	0	0	0	0	0
8511-4660-41131 I/P Acute-W/C	6,083	5,931	5,129	0	10,852	0	0	0	5,743	0	0	0	0
8511-4670-41131 I/P Acute-W/C	1,295	2,485	1,660	0	5,986	1,498	0	0	10,772	0	0	0	0
8511-4680-41131 I/P Acute-W/C	51,700	6,474	3,948	0	0	22,891	33,579	0	183	0	0	0	4,424
8511-4710-41131 I/P Acute-W/C	43,468	18,594	35,297	6,155	11,825	13,506	9,277	855	9,830	5,914	0	2,474	882
8511-4720-41131 I/P Acute-W/C	283,015	9,792	107,882	0	0	0	1,708	0	0	0	0	0	0
8511-4775-41131 I/P Acute-W/C	16,726	3,573	2,206	0	9,006	552	1,122	1,445	8,148	1,188	0	1,744	0
Total W/C Comp	1,027,127	448,644	483,787	35,306	677,378	248,884	152,425	88,224	347,157	38,933	0	47,789	35,082
Medicare.													
8511-3010-41141 I/P Acute-Medicare	1,792,326	1,817,814	1,461,828	1,991,442	1,561,738	1,568,114	1,582,882	2,450,084	1,824,816	1,948,180	1,873,920	1,682,992	1,730,958
8511-3070-41141 I/P Acute-Medicare	0	0	16,824	0	0	0	0	0	0	0	0	0	0
8511-3151-41141 I/P Acute-Medicare	1,497,838	1,401,488	1,268,140	1,414,584	1,185,722	1,520,743	1,898,488	2,239,934	1,788,081	1,760,301	1,561,319	1,840,450	1,577,940
8511-3179-41141 I/P Acute-Medicare	0	0	0	0	0	0	208,320	408,720	637,380	453,840	488,480	468,800	510,880
8511-3182-41141 I/P Acute-Medicare	387,942	342,774	471,300	424,112	382,324	318,394	377,452	458,014	248,198	332,768	253,580	217,974	312,750
8511-3184-41141 I/P Acute-Medicare	625,048	417,931	343,097	482,374	434,816	348,691	448,404	428,022	278,157	377,067	465,389	428,022	368,976
8511-3187-41141 I/P Acute-Medicare	994,030	878,680	1,103,688	929,026	705,384	717,998	842,242	1,228,774	797,268	1,261,250	1,216,516	1,131,458	1,048,308
8511-3188-41141 I/P Acute-Medicare	569,058	830,572	811,128	718,728	1,039,740	935,804	788,448	834,088	387,144	338,600	356,680	434,888	472,044
8511-3340-41141 I/P Acute-Medicare	112,549	140,194	129,091	62,741	142,447	124,805	163,881	122,323	126,307	139,350	124,885	113,889	80,358
8511-3380-41141 I/P Acute-Medicare	0	(3,014)	39,268	37,572	5,408	41,306	2,394	2,858	12,320	62,048	62,048	11,080	69,494
8511-3382-41141 I/P Acute-Medicare	0	0	0	0	0	0	0	0	0	0	0	6,908	13,816
8511-3580-41141 I/P Acute-Medicare	232,501	153,488	213,845	184,843	149,899	47,348	48,326	38,537	83,183	124,782	118,167	144,481	84,058
8511-4010-41141 I/P Acute-Medicare	1,092,067	1,085,132	1,026,801	1,045,897	1,043,621	1,147,570	1,339,497	1,753,547	1,260,581	1,406,915	1,325,680	1,402,172	1,474,857
8511-4076-41141 I/P Acute-Medicare	0	0	0	0	0	0	0	0	0	927	0	0	0
1-4080-41141 I/P Acute-Medicare	360	0	0	0	0	0	0	0	3,826	0	6,630	370	5,337
1-4087-41141 I/P Acute-Medicare	0	0	0	0	0	0	0	0	1,573	0	1,299	1,509	0
,11-4183-41141 I/P Acute-Medicare	581,247	588,998	718,794	605,818	885,215	701,046	828,082	935,886	603,432	590,121	625,617	882,983	643,365
8511-4400-41141 I/P Acute-Medicare	0	0	23,121	0	15,594	0	0	0	4,295	0	3,131	3,131	48,844
8511-4420-41141 I/P Acute-Medicare	965,850	693,431	1,568,880	1,258,024	1,500,328	1,497,436	655,388	668,585	1,182,824	1,182,282	976,007	1,561,087	1,109,488
8511-4427-41141 I/P Acute-Medicare	71,480	59,620	99,834	84,314	121,456	68,006	60,647	76,824	83,715	110,268	79,899	134,256	106,956
8511-4429-41141 I/P Acute-Medicare	0	0	0	0	0	0	0	0	900	900	0	0	3,452
8511-4450-41141 I/P Acute-Medicare	94,773	71,988	162,015	110,859	133,478	156,597	97,648	93,626	145,262	149,760	126,858	203,479	141,382
8511-4470-41141 I/P Acute-Medicare	627,225	383,525	1,341,493	937,129	941,504	934,397	745,431	431,149	606,024	636,722	584,602	1,220,369	656,157
8511-4471-41141 I/P Acute-Medicare	144,260	127,987	149,625	118,265	100,920	114,585	115,998	159,772	121,879	140,271	112,898	138,822	99,488
8511-4500-41141 I/P Acute-Medicare	2,712,283	2,742,832	2,811,548	2,629,062	2,597,242	2,760,484	2,799,506	3,391,477	2,714,847	3,049,339	2,753,251	3,138,099	2,724,044
8511-4509-41141 I/P Acute-Medicare	2,718	2,634	3,130	8,564	17,904	3,773	8,309	8,260	11,253	7,517	13,264	6,198	5,193
8511-4520-41141 I/P Acute-Medicare	52,685	33,234	47,709	38,406	32,763	45,281	26,196	19,767	31,712	38,730	43,473	35,471	57,897
8511-4540-41141 I/P Acute-Medicare	25,335	46,161	38,472	21,212	35,406	31,845	58,042	37,507	43,160	41,776	29,138	38,987	22,503
8511-4570-41141 I/P Acute-Medicare	1,139,852	697,210	748,827	650,427	838,776	426,246	268,940	1,203,894	514,228	810,126	340,300	879,131	650,972
8511-4573-41141 I/P Acute-Medicare	586,859	632,533	591,885	494,426	504,108	365,137	445,398	502,989	484,339	476,853	382,535	568,977	541,386
8511-4591-41141 I/P Acute-Medicare	831,529	838,173	833,478	677,157	812,981	605,237	572,584	698,958	650,941	875,007	694,190	726,892	710,022
8511-4620-41141 I/P Acute-Medicare	23,925	23,088	18,269	18,269	17,226	22,011	23,715	34,256	27,934	41,106	62,173	33,201	31,920
8511-4630-41141 I/P Acute-Medicare	258,422	248,801	268,760	272,043	229,422	265,685	235,614	341,561	262,848	314,135	331,727	334,368	308,894
8511-4642-41141 I/P Acute-Medicare	8,122	1,324	51,572	0	0	0	0	0	26,940	3,408	98,701	107,369	39,958
8511-4650-41141 I/P Acute-Medicare	149,545	125,668	92,524	127,452	108,766	83,604	105,047	109,817	152,750	149,946	111,847	118,198	135,625
8511-4660-41141 I/P Acute-Medicare	259,685	261,968	290,748	300,053	276,840	261,223	157,528	301,005	197,110	318,349	414,413	324,048	300,775
8511-4670-41141 I/P Acute-Medicare	269,089	257,735	236,147	261,114	209,942	231,001	219,488	264,190	217,946	266,260	253,146	283,500	326,375
8511-4680-41141 I/P Acute-Medicare	683,311	703,497	814,444	756,842	602,173	699,182	772,117	914,776	765,741	959,184	1,032,432	1,126,292	1,195,380
8511-4690-41141 I/P Acute-Medicare	1,319	0	2,703	0	941	1,498	841	2,039	976	1,950	0	0	3,282
8511-4710-41141 I/P Acute-Medicare	1,554,664	1,445,983	1,303,530	1,487,484	1,401,969	1,332,787	1,481,800	1,760,462	1,457,581	1,618,398	1,482,800	1,699,405	1,483,693
8511-4720-41141 I/P Acute-Medicare	1,606,180	1,601,483	1,278,072	1,779,625	1,244,590	1,568,921	1,915,028	2,539,121	1,468,084	2,016,892	1,583,050	1,726,443	1,889,691
8511-4722-41141 I/P Acute-Medicare	1,414	1,465	6,100	2,121	0	0	0	1,465	100	707	707	2,458	707
8511-4730-41141 I/P Acute-Medicare	17,404	21,887	47,994	25,517	7,824	719	8,343	33,894	10,834	0	23,930	53,184	9,781
8511-4760-41141 I/P Acute-Medicare	91,863	58,815	82,283	68,457	63,768	49,223	68,297	81,407	60,310	69,002	51,298	50,691	117,884
8511-4775-41141 I/P Acute-Medicare	89,906	66,571	144,857	144,021	142,960	155,330	148,047	217,827	148,870	214,519	200,625	198,273	172,774
Total Medicare	19,963,893	18,810,182	19,845,397	20,052,481	18,912,822	19,204,062	19,787,092	24,509,977	18,874,207	22,117,624	20,356,125	23,467,916	21,293,022
Medicare MgdCare:													
8511-3010-41142 I/P Acute-Medicare MgdCare	1,147,874	959,320	1,002,270	1,264,404	800,818	958,408	1,504,776	1,842,358	723,450	1,041,768	994,812	874,874	1,900,262
8511-3070-41142 I/P Acute-Medicare MgdCare	0	0	0	0	0	0	0	20,193	0	0	0	0	0
8511-3151-41142 I/P Acute-Medicare MgdCare	689,626	576,312	693,550	580,673	487,182	569,410	904,802	1,184,548	764,034	746,310	536,080	844,710	682,500
8511-3179-41142 I/P Acute-Medicare MgdCare	0	0	0	0	0	0	22,320	300,080	99,200	168,160	114,080	168,160	163,880
8511-3182-41142 I/P Acute-Medicare MgdCare	145,116	115,092	125,232	135,986	107,568	83,428	65,052	121,370	93,584	85,068	77,562	70,056	115,970
8511-3184-41142 I/P Acute-Medicare MgdCare	183,058	152,855	50,855	132,483	261,851	112,101	139,277	68,322	126,066	186,836	129,088	118,895	146,468
8511-3187-41142 I/P Acute-Medicare MgdCare	379,860	284,772	311,458	318,340	552,084	531,220	573,516	627,042	492,316	507,144	541,452	323,842	611,486
8511-3188-41142 I/P Acute-Medicare MgdCare	246,300	424,836	384,648	241,944	338,808	335,424	495,460	227,532	179,888	256,096	213,948	173,188	163,008
8511-3340-41142 I/P Acute-Medicare MgdCare	47,888	82,739	59,278	49,768	45,968	80,451	26,568	19,340	8,853	24,750	19,495	21,120	14,521
8511-3380-41142 I/P Acute-Medicare MgdCare	8,864	15,512	11,080	17,728	20,122	(5,052)	34,638	19,324	39,888	24,376	24,376	8,244	2,216
8511-3580-41142 I/P Acute-Medicare MgdCare	1,094	15,203	12,468	0	5,586	0	8,936	0	26,487	59,841	18,839	8,529	12,208
8511-4010-41142 I/P Acute-Medicare MgdCare	597,702	598,178	699,698	533,388	517,609	515,237	894,761	840,430	674,744	741,488	675,691	621,931	764,899
8511-4087-41142 I/P Acute-Medicare MgdCare	0	0	0	0	0	0	8,016	1,438	0	0	0	0	0
8511-4183-41142 I/P Acute-Medicare MgdCare	137,547	53,244	124,236	248,472	279,531	262,642	261,783	212,876	137,547	155,268	137,547	208,539	141,864
8511-4400-41142 I/P Acute-Medicare MgdCare	0	0	0	0	24,583	8,441	48,750	17,812	3,338	4,817	0	13,443	0
8511-4420-41142 I/P Acute-Medicare MgdCare	710,283	782,040	627,761	609,050	765,434	627,892	626,245	729,587	349,788	898,730	797,696	633,388	1,037,834
1-4427-41142 I/P Acute-Medicare MgdCare	47,672	47,679	50,832	38,544	57,570	31,440	55,450	68,102	34,710	45,695	55,137	55,383	56,888
-4429-41142 I/P Acute-Medicare MgdCare	0	0	0	0	0	0	0	0	10,272	37,456	0	21,184	0
1-4450-41142 I/P Acute-Medicare MgdCare	55,541	70,728	49,855	49,791	67,935	69,384	103,336	69,544	36,562	87,313	62,950	68,614	124,482
8511-4470-41142 I/P Acute-Medicare MgdCare	284,301	823,631	488,918	426,312	415,624	238,327	399,817	486,393	223,508	485,883	418,184	599,012	483,752
8511-4471-41142 I/P Acute-Medicare MgdCare	61,480	60,144	71,781	54,153	67,279	69,042	88,830	109,456	60,084	51,516	57,224	59,481	79,932

Verity Healt Systems
St Francis Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8511-4500-41142 I/P Acute-Medicare MgdCare	1,289,440	1,240,098	1,328,656	1,331,742	1,289,897	1,273,798	1,613,578	1,999,583	1,226,848	1,691,542	1,356,375	1,232,128	1,797,335
8511-4509-41142 I/P Acute-Medicare MgdCare	1,244	925	1,048	2,150	2,094	2,337	2,937	5,817	2,426	2,355	2,621	1,989	4,965
8511-4520-41142 I/P Acute-Medicare MgdCare	18,178	23,210	22,523	24,017	39,457	14,834	31,948	33,386	21,148	34,374	12,452	26,204	35,014
8511-4540-41142 I/P Acute-Medicare MgdCare	38,923	22,899	11,911	13,918	15,884	29,222	26,355	18,226	8,098	18,714	21,730	27,197	32,416
8511-4570-41142 I/P Acute-Medicare MgdCare	553,615	393,848	1,338,239	284,494	87,887	319,892	536,411	451,890	714,889	601,749	463,727	145,868	887,789
8511-4573-41142 I/P Acute-Medicare MgdCare	283,467	164,438	187,001	252,418	287,278	226,048	253,733	387,219	164,871	148,529	194,082	181,338	286,888
8511-4591-41142 I/P Acute-Medicare MgdCare	378,150	391,418	370,544	300,007	352,122	279,193	416,368	399,463	355,888	379,862	348,204	320,960	437,149
8511-4620-41142 I/P Acute-Medicare MgdCare	11,484	6,899	12,441	5,742	12,441	16,268	19,305	14,229	11,087	11,087	8,324	12,948	16,972
8511-4630-41142 I/P Acute-Medicare MgdCare	114,830	132,494	114,604	145,557	131,282	138,181	184,258	213,932	122,014	176,290	159,044	136,629	219,677
8511-4642-41142 I/P Acute-Medicare MgdCare	0	0	0	0	0	0	0	0	0	24,058	28,840	39,956	9,888
8511-4650-41142 I/P Acute-Medicare MgdCare	78,500	56,878	78,655	27,998	30,045	7,240	69,016	56,923	74,913	21,652	26,572	65,088	66,882
8511-4660-41142 I/P Acute-Medicare MgdCare	208,248	115,523	173,930	160,486	153,459	164,238	216,626	246,788	148,784	207,871	144,834	122,460	268,625
8511-4670-41142 I/P Acute-Medicare MgdCare	125,517	115,323	119,305	138,160	153,632	121,803	138,392	180,130	149,881	170,168	148,413	125,570	197,345
8511-4680-41142 I/P Acute-Medicare MgdCare	416,620	332,128	481,973	374,576	427,135	369,536	508,142	666,305	606,226	543,017	521,749	537,490	698,598
8511-4690-41142 I/P Acute-Medicare MgdCare	3,890	0	0	0	0	0	0	0	1,626	0	0	0	5,357
8511-4710-41142 I/P Acute-Medicare MgdCare	662,025	690,374	650,753	706,395	751,185	766,164	954,883	1,098,726	558,076	748,225	634,308	738,780	1,042,112
8511-4720-41142 I/P Acute-Medicare MgdCare	784,469	687,259	402,698	1,012,184	935,181	843,164	1,380,889	2,157,292	929,192	966,634	918,673	739,976	1,788,912
8511-4722-41142 I/P Acute-Medicare MgdCare	1,414	0	0	707	423	0	1,837	8,211	0	0	707	423	2,828
8511-4730-41142 I/P Acute-Medicare MgdCare	10,833	0	5,467	27,335	26,471	719	17,887	38,926	0	18,463	5,840	6,905	29,088
8511-4760-41142 I/P Acute-Medicare MgdCare	14,492	17,889	16,560	26,123	15,797	48,874	39,593	61,991	36,104	22,290	11,941	47,476	70,756
8511-4775-41142 I/P Acute-Medicare MgdCare	55,429	40,347	69,998	71,929	55,742	65,507	109,381	131,556	112,747	108,604	93,956	70,800	99,116
8511-4801-41142 I/P Acute-Medicare MgdCare	0	0	0	0	172	0	172	0	0	0	0	172	0
Total Medicare MgdCare	9,783,169	9,631,034	10,349,263	9,662,000	9,602,874	9,179,777	13,182,469	15,119,481	9,327,119	11,501,131	10,101,131	9,269,702	14,513,637
Medicare Risk													
8511-3010-41143 I/P Acute-Medicare At Risk	569,114	173,628	241,150	202,686	684,886	684,886	518,018	161,630	598,052	926,724	535,016	405,132	285,194
8511-3070-41143 I/P Acute-Medicare At Risk	0	47,110	0	0	0	0	0	0	0	0	0	0	0
8511-3151-41143 I/P Acute-Medicare At Risk	230,401	204,392	188,710	188,616	295,329	179,006	365,962	339,564	265,950	382,820	368,904	176,680	174,720
8511-3179-41143 I/P Acute-Medicare At Risk	0	0	0	0	0	0	69,440	257,920	109,120	99,200	104,160	62,080	89,280
8511-3182-41143 I/P Acute-Medicare At Risk	100,080	63,576	53,420	54,268	92,706	38,916	58,308	48,418	2,602	15,890	27,522	55,176	30,024
8511-3184-41143 I/P Acute-Medicare At Risk	50,855	16,865	57,749	23,779	84,352	33,970	61,148	84,352	33,970	71,337	74,734	138,680	173,247
8511-3187-41143 I/P Acute-Medicare At Risk	183,004	86,058	30,078	118,880	169,314	256,634	221,014	153,988	121,142	249,076	138,788	111,844	170,544
8511-3188-41143 I/P Acute-Medicare At Risk	220,498	186,544	161,880	106,038	212,072	198,812	227,766	84,900	84,336	84,336	106,840	108,872	50,940
8511-3340-41143 I/P Acute-Medicare At Risk	4,224	0	1,526	0	0	17,014	0	0	0	11,047	0	0	0
8511-3380-41143 I/P Acute-Medicare At Risk	19,502	45,852	(4,168)	15,512	4,348	1,774	178	7,266	(4,432)	(12,882)	(9,042)	(3,990)	(18,944)
8511-3382-41143 I/P Acute-Medicare At Risk	0	8,908	0	0	0	0	0	0	0	0	0	0	0
8511-3580-41143 I/P Acute-Medicare At Risk	681	7,648	8,887	0	0	6,104	2,943	0	0	10,682	4,906	0	0
8511-4010-41143 I/P Acute-Medicare At Risk	200,422	74,809	164,845	192,801	253,815	278,290	171,849	328,887	169,856	279,472	220,143	191,785	184,225
8511-4087-41143 I/P Acute-Medicare At Risk	1,673	1,673	0	0	0	0	0	0	0	0	0	0	0
8511-4183-41143 I/P Acute-Medicare At Risk	235,161	39,933	31,059	22,188	79,866	62,116	108,488	53,244	44,370	119,799	70,992	75,429	78,429
8511-4400-41143 I/P Acute-Medicare At Risk	46,062	98,120	6,598	0	0	0	0	0	0	0	0	0	0
8511-4420-41143 I/P Acute-Medicare At Risk	694,139	548,962	444,290	146,386	1,042,337	627,088	878,710	581,438	569,478	819,213	474,357	682,878	614,341
8511-4427-41143 I/P Acute-Medicare At Risk	41,648	36,544	26,542	26,518	58,780	41,038	54,423	45,180	16,335	43,386	37,776	48,186	42,120
8511-4429-41143 I/P Acute-Medicare At Risk	0	0	0	0	0	0	0	0	3,848	25,536	0	0	0
1-4450-41143 I/P Acute-Medicare At Risk	82,868	43,869	41,706	15,141	83,790	65,289	76,187	81,654	67,720	88,016	60,206	85,226	70,070
1-4470-41143 I/P Acute-Medicare At Risk	497,029	521,841	204,285	47,525	798,516	350,807	503,373	490,407	543,034	350,199	294,260	498,914	483,660
1-4471-41143 I/P Acute-Medicare At Risk	30,078	28,749	14,893	18,549	31,127	45,474	39,375	24,075	41,740	43,814	30,082	22,268	12,806
8511-4500-41143 I/P Acute-Medicare At Risk	804,138	484,493	418,931	446,028	840,799	818,720	727,329	629,894	575,982	682,134	753,390	553,736	508,517
8511-4509-41143 I/P Acute-Medicare At Risk	4,226	1,021	616	899	1,512	1,684	1,574	1,457	717	1,913	1,451	843	420
8511-4520-41143 I/P Acute-Medicare At Risk	26,879	11,948	23,276	11,264	26,273	14,444	17,343	13,250	5,077	25,769	22,161	19,502	15,301
8511-4540-41143 I/P Acute-Medicare At Risk	19,081	8,242	7,262	16,540	44,541	8,693	8,740	6,436	7,037	11,798	10,969	13,976	7,224
8511-4570-41143 I/P Acute-Medicare At Risk	197,922	100,107	116,761	756,941	148,994	47,352	576,627	70,997	299,242	293,010	821,310	174,652	351,239
8511-4573-41143 I/P Acute-Medicare At Risk	213,051	44,212	82,843	112,624	203,078	124,200	189,188	89,945	74,524	176,561	77,173	88,143	27,260
8511-4591-41143 I/P Acute-Medicare At Risk	148,448	90,155	104,814	62,622	150,772	143,997	139,781	130,958	124,399	168,038	144,065	122,638	90,245
8511-4620-41143 I/P Acute-Medicare At Risk	1,914	957	2,014	1,914	957	3,828	7,281	3,182	3,182	3,182	6,324	1,591	1,591
8511-4630-41143 I/P Acute-Medicare At Risk	79,569	26,493	32,545	41,398	93,957	82,198	67,376	81,161	58,380	92,156	86,697	66,885	39,882
8511-4642-41143 I/P Acute-Medicare At Risk	28,771	0	0	0	0	0	0	20,098	0	29,337	0	0	0
8511-4650-41143 I/P Acute-Medicare At Risk	30,004	10,098	16,131	5,403	19,514	15,941	9,572	19,615	25,845	36,555	58,347	14,844	13,847
8511-4660-41143 I/P Acute-Medicare At Risk	37,480	35,182	41,439	17,238	63,684	78,823	110,168	78,088	82,218	82,381	68,532	69,400	60,015
8511-4670-41143 I/P Acute-Medicare At Risk	59,741	37,218	45,049	51,054	73,850	84,757	68,478	59,060	52,389	96,134	69,947	67,629	54,784
8511-4680-41143 I/P Acute-Medicare At Risk	173,598	87,589	160,734	116,958	138,770	223,769	178,842	235,595	101,169	233,937	223,401	256,555	160,481
8511-4710-41143 I/P Acute-Medicare At Risk	577,245	229,702	201,815	210,805	532,352	851,982	357,824	360,316	361,302	490,259	359,254	266,001	267,872
8511-4720-41143 I/P Acute-Medicare At Risk	563,277	115,446	156,469	130,842	484,389	744,583	394,298	260,869	456,950	639,372	731,610	247,887	234,748
8511-4722-41143 I/P Acute-Medicare At Risk	3,261	8,970	423	0	4,242	0	0	0	0	0	0	707	0
8511-4730-41143 I/P Acute-Medicare At Risk	5,839	0	1,438	0	0	8,467	5,467	0	0	0	21,888	438	10,907
8511-4760-41143 I/P Acute-Medicare At Risk	32,260	19,050	6,120	11,549	7,453	23,935	16,720	14,806	3,309	16,898	7,243	16,278	0
8511-4775-41143 I/P Acute-Medicare At Risk	24,335	16,387	14,498	12,758	43,374	47,951	40,634	36,754	31,833	55,959	51,226	43,066	48,045
8511-4801-41143 I/P Acute-Medicare At Risk	344	860	172	0	0	0	0	0	0	0	0	0	0
Total Medicare Risk	6,449,191	3,589,031	3,139,560	3,207,908	8,694,486	8,883,832	8,082,980	4,774,711	4,887,454	6,804,234	6,165,921	4,652,899	4,268,872
Medi-Cal													
8511-3010-41151 I/P Acute-Medi-Cal	848,848	1,302,210	1,262,918	704,158	897,078	705,032	847,181	887,432	434,070	1,184,152	771,880	800,618	688,334
8511-3070-41151 I/P Acute-Medi-Cal	1,378,694	1,402,126	1,820,543	1,590,580	740,347	1,052,170	750,488	1,112,721	1,051,040	947,885	976,294	1,088,184	1,248,485
8511-3151-41151 I/P Acute-Medi-Cal	432,234	327,450	496,727	541,384	545,750	340,548	420,286	456,320	448,830	514,178	487,970	469,560	589,680
8511-3179-41151 I/P Acute-Medi-Cal	0	0	0	0	0	0	84,320	208,840	178,080	260,460	171,120	181,040	203,360
8511-3182-41151 I/P Acute-Medi-Cal	202,444	227,882	253,448	161,488	154,378	211,178	206,484	76,874	122,730	73,916	99,334	132,970	88,598
8511-3184-41151 I/P Acute-Medi-Cal	122,282	247,881	178,644	207,217	108,704	156,282	129,086	139,277	348,464	266,363	101,910	132,463	247,881
8511-3187-41151 I/P Acute-Medi-Cal	524,358	592,340	651,114	394,898	204,242	420,604	534,538	389,888	248,174	318,588	300,706	543,266	488,524
8511-3188-41151 I/P Acute-Medi-Cal	801,168	561,392	732,378	703,094	517,780	630,184	524,348	414,312	427,896	476,836	555,944	594,300	475,440
8511-3290-41151 I/P Acute-Medi-Cal	84,788	52,176	56,437	94,589	45,554	65,220	81,959	145,745	143,464	120,957	61,859	78,264	26,088
8511-3340-41151 I/P Acute-Medi-Cal	1,206,426	1,308,203	1,340,322	1,336,132	1,286,899	1,241,521	1,254,919	1,308,734	1,152,773	1,328,513	1,265,034	1,381,264	1,298,170
8511-3380-41151 I/P Acute-Medi-Cal	732,132	602,332	838,020	768,868	929,556	841,806	821,826	731,698	661,110	623,828	741,702	710,856	948,580
8511-3382-41151 I/P Acute-Medi-Cal	124,344	117,438	148,522	124,344	158,854	110,528	75,988	117,436	107,074	134,706	62,172	66,264	79,442
8511-3530-41151 I/P Acute-Medi-Cal	12,758	38,708	15,182	23,940	19,152	29,526	23,142	18,786	11,172	10,374	21,546	18,758	13,588
8511-3580-41151 I/P Acute-Medi-Cal	95,811	171,073	175,268	176,771	276,395	170,638	148,800	199,033	73,139	89,424	97,015	42,867	116,113
8511-4010-41151 I/P Acute-Medi-Cal	734,041	668,800	797,302	730,966	547,840	638,783	609,001	811,559	852,527	875,724	607,278	808,092	911,974
8511-4080-41151 I/P Acute-Medi-Cal	0	0	0	0	0	0	429	0	0	0	0	0	0
8511-4087-41151 I/P Acute-Medi-Cal	83,887	99,918	75,225	79,063	84,704	94,047	66,276	80,603	59,306	74,790	70,282	83,572	50,682
8511-4183-41151 I/P Acute-Medi-Cal	190,791	198,228	257,348	268,220	239,598	190,791	266,405	13,311	97,514	270,857	173,043	185,295	79,885
8511-4400-41151 I/P Acute-Medi-Cal	1,783,862	1,908,291	1,821,015	1,501,084	1,655,150	1,537,888	1,588,311	1,665,004	1,535,086	1,411,325	1,536,021	1,560,883	1,481,426
8511-4420-41151 I/P Acute-Medi-Cal	909,269	1,161,419	1,231,768	514,010	673,429	593,745	759,264	491,855	928,264	644,684	714,854	801,634	1,050,960
8511-4427-41151 I/P Acute-Medi-Cal	86,968	85,342	89,020	62,978	58,658	45,350	52,842	68,418	94,710	83,926	82,034	88,793	127,383
8511-4450-41151 I/P Acute-Medi-Cal	98,343	116,314	143,934	66,989	69,878	94,675	91,628	57,044	108,528	97,008	97,578	98,902	163,644
8511-4470-41151 I/P Acute-Medi-Cal	335,961	647,583	433,418	217,345	488,119	358,891	279,868	150,100	384,380	420,781	210,959	256,551	540,601
1-4471-41151 I/P Acute-Medi-Cal	161,625	205,773	185,381	157,361	144,480	188,053	131,202	191,881	124,892	161,888	167,012	150,739	142,148
-4500-41151 I/P Acute-Medi-Cal	2,068,828	2,324,208	2,469,519	1,970,204	1,858,186	1,921,458	1,940,524	1,768,958	1,682,057	2,238,275	1,789,838	1,982,443	2,001,569
1-4509-41151 I/P Acute-Medi-Cal	16,775	22,700	24,425	18,623	20,664	23,791	19,588	19,980	19,280	19,136	18,955	18,350	22,790
8511-4520-41151 I/P Acute-Medi-Cal	94,058	88,910	92,738	83,201	84,116	71,797	77,544	70,874	67,800	71,330	66,995	76,112	71,289
8511-4540-41151 I/P Acute-Medi-Cal	24,234	22,982	17,469	14,386	22,484	18,143	18,222	3,178	7,341	32,523	18,723	20,010	40,100

Verity Healt Systems
St Francis Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8511-4570-41151 VP Acute-Medi-Cal	89,246	129,674	442,403	52,795	282,027	394,094	223,687	102,123	128,541	267,325	75,108	264,676	345,579
8511-4573-41151 VP Acute-Medi-Cal	240,552	319,284	248,103	178,253	186,393	122,983	149,743	108,788	114,273	160,798	140,188	185,189	125,629
8511-4591-41151 VP Acute-Medi-Cal	175,342	227,911	303,331	282,002	183,898	210,078	177,509	211,588	209,858	309,226	258,538	325,576	308,815
8511-4620-41151 VP Acute-Medi-Cal	6,699	10,527	11,484	7,658	4,885	6,899	8,324	17,381	9,488	15,810	12,848	16,972	11,087
8511-4630-41151 VP Acute-Medi-Cal	159,754	191,885	148,288	137,142	108,717	121,715	116,698	137,874	118,460	172,078	149,070	178,211	160,883
8511-4642-41151 VP Acute-Medi-Cal	0	59,249	0	0	0	0	0	0	0	0	0	54,226	0
8511-4650-41151 VP Acute-Medi-Cal	18,526	24,894	85,387	35,982	59,978	38,330	50,290	35,831	44,361	35,434	43,656	83,898	41,360
8511-4660-41151 VP Acute-Medi-Cal	41,311	144,592	185,877	147,036	140,852	211,237	122,899	150,794	166,782	212,817	137,632	264,320	158,893
8511-4670-41151 VP Acute-Medi-Cal	177,336	180,955	184,149	185,512	111,814	135,852	133,883	149,107	155,451	194,276	151,737	185,882	178,855
8511-4680-41151 VP Acute-Medi-Cal	381,798	405,626	421,475	292,884	312,424	208,532	261,887	462,463	385,914	575,104	492,108	656,060	638,807
8511-4690-41151 VP Acute-Medi-Cal	1,608	0	1,498	0	0	0	0	4,089	941	941	0	6,702	2,261
8511-4710-41151 VP Acute-Medi-Cal	1,245,694	1,856,981	1,745,948	1,143,181	1,133,947	1,184,527	1,022,776	989,748	920,787	1,378,247	1,120,549	1,134,487	1,110,832
8511-4720-41151 VP Acute-Medi-Cal	936,450	1,381,982	1,006,695	575,679	625,888	654,877	560,447	745,188	473,587	1,005,555	712,789	807,637	877,260
8511-4722-41151 VP Acute-Medi-Cal	153,783	342,407	261,855	261,615	210,925	207,481	231,856	571,479	221,148	179,168	386,224	347,078	490,698
8511-4730-41151 VP Acute-Medi-Cal	11,852	22,240	4,438	2,878	(3,310)	0	10,934	11,307	5,487	5,487	10,934	29,058	19,996
8511-4760-41151 VP Acute-Medi-Cal	18,161	42,877	38,030	23,651	15,204	32,136	49,247	26,003	32,599	47,648	50,154	37,522	76,752
8511-4775-41151 VP Acute-Medi-Cal	85,888	73,948	109,325	119,008	82,914	103,316	92,820	94,889	99,574	101,081	87,124	92,696	74,322
8511-4801-41151 VP Acute-Medi-Cal	21,972	26,316	25,838	22,704	22,016	24,940	22,884	21,500	19,952	19,264	21,328	20,804	15,998
Total Medi-Cal	17,023,330	20,244,880	20,525,607	15,899,815	15,238,268	16,460,414	15,140,319	15,381,859	14,572,704	17,840,640	14,930,539	17,071,730	17,348,198
Medi-Cal MgdCare													
8511-3010-41162 VP Acute-Medi-Cal MgdCare	1,688,222	2,213,300	2,253,782	2,179,996	2,427,138	2,214,866	2,233,662	2,320,356	2,293,296	2,509,236	1,466,192	1,758,068	1,497,486
8511-3070-41162 VP Acute-Medi-Cal MgdCare	956,785	713,409	432,688	1,120,569	573,658	663,630	988,250	478,975	484,311	758,287	682,014	1,279,869	1,518,608
8511-3151-41162 VP Acute-Medi-Cal MgdCare	1,373,674	1,514,233	1,221,575	1,170,088	1,423,318	1,143,892	1,826,522	1,485,940	1,390,698	1,489,256	1,562,680	1,344,848	1,141,140
8511-3179-41162 VP Acute-Medi-Cal MgdCare	0	0	0	0	0	0	250,480	704,320	515,840	550,480	481,040	540,640	538,160
8511-3182-41162 VP Acute-Medi-Cal MgdCare	384,894	456,509	247,216	308,888	299,758	281,488	283,388	380,350	387,794	293,812	293,812	260,208	320,302
8511-3184-41162 VP Acute-Medi-Cal MgdCare	550,314	767,722	521,881	648,827	563,902	553,711	818,344	584,284	458,695	377,087	400,848	488,962	380,082
8511-3187-41162 VP Acute-Medi-Cal MgdCare	742,734	1,383,584	928,054	938,788	900,892	808,720	1,090,194	987,388	1,129,812	1,007,078	722,342	768,994	871,880
8511-3188-41162 VP Acute-Medi-Cal MgdCare	1,848,280	1,711,812	1,739,272	1,965,084	1,416,740	1,380,340	970,544	897,776	828,524	835,418	631,658	682,784	876,594
8511-3290-41162 VP Acute-Medi-Cal MgdCare	114,135	130,440	156,528	156,528	244,575	148,745	182,616	159,788	185,880	244,576	150,008	114,135	68,481
8511-3340-41162 VP Acute-Medi-Cal MgdCare	12,548	2,785	5,570	8,355	0	2,816	13,694	5,601	9,732	9,763	6,448	14,049	9,825
8511-3380-41162 VP Acute-Medi-Cal MgdCare	985,180	1,004,898	1,168,892	1,153,818	1,067,214	877,236	1,008,702	982,119	821,126	849,568	809,250	881,638	913,686
8511-3382-41162 VP Acute-Medi-Cal MgdCare	193,820	183,062	204,304	113,982	120,372	203,788	155,430	124,344	155,430	120,890	210,894	179,808	127,788
8511-3530-41162 VP Acute-Medi-Cal MgdCare	31,122	36,304	28,728	42,294	16,880	27,930	35,112	28,728	25,536	18,756	20,748	27,132	36,304
8511-3580-41162 VP Acute-Medi-Cal MgdCare	172,428	163,837	139,366	160,656	91,487	16,893	872	31,726	41,803	37,716	92,144	70,276	37,201
8511-4010-41162 VP Acute-Medi-Cal MgdCare	1,552,212	1,589,357	1,600,969	1,584,528	1,579,290	1,374,200	1,793,329	1,849,552	1,595,421	1,974,425	1,641,398	1,715,785	1,447,498
8511-4078-41162 VP Acute-Medi-Cal MgdCare	0	784	0	0	0	0	0	0	0	0	0	0	0
8511-4087-41162 VP Acute-Medi-Cal MgdCare	121,884	126,847	145,575	124,547	129,054	88,662	93,555	116,791	88,157	106,442	123,444	94,119	109,522
8511-4183-41162 VP Acute-Medi-Cal MgdCare	287,279	474,759	538,995	474,759	638,929	581,247	563,499	500,250	538,116	576,810	403,767	443,700	270,557
8511-4400-41162 VP Acute-Medi-Cal MgdCare	2,238,686	2,084,492	2,291,842	2,160,268	2,233,059	2,068,240	1,825,851	2,441,823	2,030,820	2,139,798	1,898,919	2,242,752	2,229,832
8511-4420-41162 VP Acute-Medi-Cal MgdCare	2,731,304	2,384,560	2,767,770	2,268,884	2,566,072	3,118,887	1,722,081	2,316,960	2,011,856	2,281,127	1,827,151	2,094,453	2,276,466
8511-4427-41162 VP Acute-Medi-Cal MgdCare	219,008	190,492	229,880	173,140	172,518	209,280	160,818	233,049	187,817	218,706	139,893	193,508	341,852
8511-4429-41162 VP Acute-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	12,228	69,687	0	64,164	5,772
8511-4450-41162 VP Acute-Medi-Cal MgdCare	282,818	228,994	297,784	231,105	244,314	333,228	205,583	289,224	245,102	283,894	215,072	248,846	271,586
1-4470-41162 VP Acute-Medi-Cal MgdCare	1,566,187	1,057,388	1,483,185	1,416,598	1,642,897	1,991,120	920,012	1,138,433	1,121,533	1,070,118	1,309,631	912,867	1,304,353
1-4471-41162 VP Acute-Medi-Cal MgdCare	270,009	313,896	351,823	263,511	284,812	1,276,609	308,293	313,018	280,025	276,865	245,989	240,106	223,136
1-4500-41162 VP Acute-Medi-Cal MgdCare	3,719,674	4,239,524	4,320,252	4,117,638	4,190,031	3,816,273	4,306,658	4,168,458	3,741,012	4,075,303	3,413,266	3,924,157	3,321,560
8511-4509-41162 VP Acute-Medi-Cal MgdCare	26,898	31,300	33,706	30,773	32,432	31,823	30,338	27,980	26,013	30,413	22,681	23,882	24,782
8511-4620-41162 VP Acute-Medi-Cal MgdCare	171,080	153,081	172,023	135,765	148,377	171,003	116,769	140,417	120,538	147,519	98,170	131,088	116,905
8511-4640-41162 VP Acute-Medi-Cal MgdCare	42,785	54,572	75,732	61,498	74,842	61,438	88,739	52,383	48,588	79,454	41,779	79,763	88,417
8511-4670-41162 VP Acute-Medi-Cal MgdCare	588,639	162,148	810,371	880,334	848,877	755,590	1,096,975	906,200	970,730	1,100,796	730,340	789,260	562,074
8511-4573-41162 VP Acute-Medi-Cal MgdCare	542,680	535,128	527,260	484,589	528,910	373,847	579,812	480,841	481,478	554,702	458,818	650,199	375,116
8511-4591-41162 VP Acute-Medi-Cal MgdCare	626,038	608,152	615,995	511,336	604,544	557,607	565,032	532,211	510,949	542,570	524,398	596,078	448,673
8511-4620-41162 VP Acute-Medi-Cal MgdCare	13,388	20,097	24,992	21,154	14,385	18,183	27,210	22,134	33,201	29,515	39,525	39,525	14,226
8511-4630-41162 VP Acute-Medi-Cal MgdCare	324,780	354,700	334,242	386,180	347,019	308,789	331,981	368,737	368,458	410,864	316,410	341,028	244,883
8511-4642-41162 VP Acute-Medi-Cal MgdCare	24,633	35,410	48,522	13,260	22,704	23,073	114,873	13,158	0	0	0	44,949	11,882
8511-4650-41162 VP Acute-Medi-Cal MgdCare	78,012	148,084	89,112	89,479	113,970	71,707	97,717	145,108	141,685	166,268	123,798	81,728	104,101
8511-4660-41162 VP Acute-Medi-Cal MgdCare	272,983	322,869	380,495	383,507	220,261	342,228	239,185	398,444	382,726	316,818	378,696	484,200	263,160
8511-4670-41162 VP Acute-Medi-Cal MgdCare	279,415	353,817	344,421	354,260	260,389	308,294	356,063	423,629	283,776	275,389	340,682	360,423	251,287
8511-4680-41162 VP Acute-Medi-Cal MgdCare	833,383	1,234,031	942,811	868,485	874,234	711,668	955,048	1,142,158	1,105,765	1,275,149	1,081,998	1,161,788	1,122,026
8511-4690-41162 VP Acute-Medi-Cal MgdCare	6,644	941	0	641	0	4,199	3,598	15,282	0	1,808	0	4,223	6,203
8511-4710-41162 VP Acute-Medi-Cal MgdCare	2,485,578	3,055,233	3,024,702	2,553,287	2,554,449	2,621,236	2,498,788	1,892,316	2,242,272	2,536,733	1,925,091	1,872,850	1,795,894
8511-4720-41162 VP Acute-Medi-Cal MgdCare	1,440,430	1,784,360	1,855,346	1,731,381	1,575,438	1,350,794	2,068,226	2,600,891	2,469,281	2,276,767	1,835,005	1,354,277	773,512
8511-4722-41162 VP Acute-Medi-Cal MgdCare	267,074	282,608	231,846	338,792	228,055	572,913	423,956	398,406	169,869	405,752	326,802	281,316	326,299
8511-4730-41162 VP Acute-Medi-Cal MgdCare	17,195	26,467	44,413	19,277	8,252	5,497	12,548	22,614	17,294	16,656	11,372	30,791	13,376
8511-4760-41162 VP Acute-Medi-Cal MgdCare	22,932	65,221	71,894	70,088	50,748	45,818	103,127	29,470	64,758	58,832	58,475	78,124	79,161
8511-4775-41162 VP Acute-Medi-Cal MgdCare	114,973	141,804	229,588	214,805	234,014	173,990	185,231	208,400	154,144	173,467	135,059	168,888	126,609
8511-4801-41162 VP Acute-Medi-Cal MgdCare	25,626	28,724	30,758	30,960	28,208	26,144	27,520	25,724	23,220	24,424	21,500	24,262	25,315
Total Medi-Cal MgdCare	30,040,474	32,389,510	33,054,190	31,881,489	32,396,173	31,978,388	31,373,277	32,261,498	30,202,561	32,527,742	27,106,377	29,206,980	28,701,734
Medi-Cal Risk													
8511-3010-41163 VP Acute-Medi-Cal At Risk	202,588	57,522	365,430	231,504	183,882	279,734	135,044	183,882	212,212	256,256	144,890	98,460	414,776
8511-3070-41163 VP Acute-Medi-Cal At Risk	388,801	154,792	68,160	214,255	145,838	195,178	304,004	376,038	87,303	17,947	205,285	139,105	76,273
8511-3151-41163 VP Acute-Medi-Cal At Risk	130,980	275,058	344,914	198,470	170,274	275,058	180,906	144,870	188,930	143,250	198,341	114,680	202,020
8511-3179-41163 VP Acute-Medi-Cal At Risk	0	0	0	0	0	0	57,040	114,080	94,240	158,480	131,440	68,440	42,160
8511-3182-41163 VP Acute-Medi-Cal At Risk	28,400	37,530	60,048	80,800	63,482	64,454	52,542	94,330	67,570	45,036	85,062	35,160	22,818
8511-3184-41163 VP Acute-Medi-Cal At Risk	146,071	57,749	101,910	85,116	88,322	74,734	57,748	30,573	27,178	125,589	105,307	90,955	57,748
8511-3187-41163 VP Acute-Medi-Cal At Risk	206,164	117,886	180,956	276,926	138,750	24,742	81,504	68,324	78,108	13,584	120,028	130,216	126,342
8511-3188-41163 VP Acute-Medi-Cal At Risk	168,360	138,444	208,252	285,268	326,198	123,776	170,404	95,088	101,880	122,258	74,712	108,278	64,524
8511-3290-41163 VP Acute-Medi-Cal At Risk	26,088	22,827	45,654	75,003	42,393	39,132	52,176	22,827	56,898	64,788	18,305	65,220	9,783
8511-3340-41163 VP Acute-Medi-Cal At Risk	0	0	0	0	0	0	0	1,377	0	0	0	0	0
8511-3380-41163 VP Acute-Medi-Cal At Risk	285,354	225,956	207,432	237,218	263,372	236,332	269,658	256,718	187,830	219,644	142,008	182,362	208,586
8511-3382-41163 VP Acute-Medi-Cal At Risk	34,540	31,088	24,176	10,362	79,442	24,178	55,826	55,284	17,270	41,448	20,724	31,088	6,908
8511-3530-41163 VP Acute-Medi-Cal At Risk	4,798	8,576	8,586	798	15,960	6,384	11,970	7,980	2,394	3,192	4,788	12,768	8,586
8511-3580-41163 VP Acute-Medi-Cal At Risk	6,431	23,459	2,618	44,799	45,761	21,582	0	1,952	5,886	4,809	0	58,533	20,108
8511-4010-41163 VP Acute-Medi-Cal At Risk	93,062	140,899	137,331	202,443	187,211	123,743	175,126	186,598	173,484	160,631	133,726	146,121	184,208
8511-4087-41163 VP Acute-Medi-Cal At Risk	17,258	28,008	14,676	20,146	31,700	24,735	29,368	38,884	13,173	21,078	18,286	23,398	15,883
8511-4183-41163 VP Acute-Medi-Cal At Risk	115,362	44,370	137,547	137,547	52,118	106,468	161,917	98,868	75,429	52,118	52,115	87,681	110,925
8511-4400-41163 VP Acute-Medi-Cal At Risk	601,225	479,646	352,971	386,312	625,850	493,227	530,107	666,803	375,567	521,926	326,741	488,345	589,338
8511-4420-41163 VP Acute-Medi-Cal At Risk	389,184	313,976	238,150	735,144	575,099	315,150	323,588	384,788	386,174	267,316	240,991	429,234	521,407
8511-4427-41163 VP Acute-Medi-Cal At Risk	42,488	35,724	23,482	58,802	52,576	24,094	32,827	41,610	30,378	35,988	28,083	42,930	43,650
8511-4429-41163 VP Acute-Medi-Cal At Risk	0	0	0	0	0	0	0	0	0	8,772	0	0	0
8511-4450-41163 VP Acute-Medi-Cal At Risk	42,525	28,644	22,953	72,093	60,921	27,258	44,992	46,748	38,348	31,838	31,894	50,544	58,636
8511-4470-41163 VP Acute-Medi-Cal At Risk	148,415	160,984	88,704	392,384	205,393	248,005	272,245	233,815	238,877	113,387	129,083	316,467	350,482
1-4471-41163 VP Acute-Medi-Cal At Risk	54,378	47,582	49,592	50,459	52,862	42,080	41,804	60,455	35,932	35,600	35,687	43,385	49,487
1-4500-41163 VP Acute-Medi-Cal At Risk	637,001	546,682	732,702	719,422	702,953	562,951	577,143	633,474	521,627	631,970	492,467	478,631	632,980
8509-41153 VP Acute-Medi-Cal At Risk	8,478	5,131	5,605	8,245	7,558	5,611	6,894	6,628	4,554	6,184	3,839	5,612	4,597
8511-4620-41163 VP Acute-Medi-Cal At Risk	34,548	21,711	26,072	40,661	44,758	33,080	30,446	28,717	21,211	38,938	26,059	34,088	30,988
8511-4640-41163 VP Acute-Medi-Cal At Risk	16,567	22,803	17,535	8,710	5,372	5,904	3,530	3,146	18,106	2,468	4,841	3,388	15,888

Verity Healt Systems
St Francis Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8511-4570-41153 I/P Acute-Medi-Cal At Risk	107,899	49,439	383,368	23,553	289,290	89,884	30,778	34,022	4,533	143,094	76,096	136,572	46,881
8511-4573-41153 I/P Acute-Medi-Cal At Risk	160,696	79,734	83,609	245,784	117,812	84,000	49,502	83,320	46,481	40,565	99,003	29,105	52,463
8511-4591-41153 I/P Acute-Medi-Cal At Risk	50,538	91,731	84,050	83,718	104,274	73,109	53,208	58,320	74,262	72,790	78,605	80,041	112,797
8511-4620-41153 I/P Acute-Medi-Cal At Risk	957	2,871	957	0	957	2,871	3,182	4,743	6,324	0	6,324	3,162	3,162
8511-4630-41153 I/P Acute-Medi-Cal At Risk	29,114	35,259	60,231	56,384	41,847	45,088	41,332	41,066	37,852	48,389	51,237	38,084	46,997
8511-4642-41153 I/P Acute-Medi-Cal At Risk	0	4,814	0	28,607	0	0	0	0	0	0	0	0	0
8511-4650-41153 I/P Acute-Medi-Cal At Risk	20,606	27,673	12,121	25,644	12,046	12,514	3,774	10,608	8,658	17,954	15,468	25,645	10,604
8511-4660-41153 I/P Acute-Medi-Cal At Risk	32,321	42,701	57,635	98,690	44,328	30,093	35,138	84,032	75,091	37,487	88,038	26,080	60,080
8511-4670-41153 I/P Acute-Medi-Cal At Risk	40,213	29,878	57,651	52,671	42,909	37,787	39,870	40,886	74,178	26,085	60,555	33,470	46,393
8511-4680-41153 I/P Acute-Medi-Cal At Risk	76,185	81,923	143,262	148,879	87,937	99,700	163,882	111,318	90,531	70,083	115,592	126,809	114,841
8511-4690-41153 I/P Acute-Medi-Cal At Risk	0	0	0	1,762	0	0	0	0	0	0	1,608	1,890	1,890
8511-4710-41153 I/P Acute-Medi-Cal At Risk	440,626	326,704	519,347	611,565	488,878	360,830	292,515	426,514	317,417	358,372	327,032	257,524	357,244
8511-4720-41153 I/P Acute-Medi-Cal At Risk	99,260	94,481	350,609	360,667	201,439	404,417	225,052	177,559	228,210	301,694	195,634	99,688	276,561
8511-4722-41153 I/P Acute-Medi-Cal At Risk	44,481	71,549	36,429	28,362	82,505	102,491	66,123	75,979	38,402	38,253	218,212	111,755	26,659
8511-4730-41153 I/P Acute-Medi-Cal At Risk	0	0	1,438	373	0	5,467	(5,467)	5,467	5,467	0	0	719	1,438
8511-4760-41153 I/P Acute-Medi-Cal At Risk	20,808	9,098	18,525	11,225	0	15,779	18,131	25,574	0	7,210	10,519	13,075	14,125
8511-4775-41153 I/P Acute-Medi-Cal At Risk	12,916	11,643	18,856	35,690	29,244	19,718	15,908	24,735	10,821	18,787	20,775	33,141	21,014
8511-4801-41153 I/P Acute-Medi-Cal At Risk	8,428	5,504	5,504	6,162	6,084	6,364	7,568	7,224	4,472	5,579	2,624	6,848	5,576
Total Medi-Cal Risk	4,850,154	4,000,817	5,294,189	6,274,310	5,708,988	4,807,692	4,899,188	4,998,419	4,042,734	4,291,090	4,123,518	4,243,237	5,195,546
Other Govt:													
8511-3010-41161 I/P Acute-Other Govt FFS	115,752	0	9,648	28,938	183,882	19,292	96,460	0	57,822	0	0	135,044	86,814
8511-3070-41161 I/P Acute-Other Govt FFS	750,447	784,060	1,128,450	259,112	785,246	419,533	793,083	609,671	1,248,204	530,591	318,357	997,262	840,125
8511-3151-41161 I/P Acute-Other Govt FFS	17,464	39,294	4,368	34,928	4,368	0	0	43,660	65,520	0	21,840	5,460	49,140
8511-3179-41161 I/P Acute-Other Govt FFS	0	0	0	0	0	0	0	17,380	24,800	2,480	0	17,380	0
8511-3182-41161 I/P Acute-Other Govt FFS	0	0	0	10,008	0	0	0	0	5,004	(5,004)	0	0	0
8511-3184-41161 I/P Acute-Other Govt FFS	0	0	10,191	0	0	0	19,885	0	10,191	0	0	0	0
8511-3187-41161 I/P Acute-Other Govt FFS	0	0	3,398	6,792	0	0	0	0	0	0	15,176	0	3,398
8511-3188-41161 I/P Acute-Other Govt FFS	57,732	23,772	10,168	42,984	47,544	13,584	0	0	16,880	0	27,188	61,504	3,398
8511-3290-41161 I/P Acute-Other Govt FFS	3,261	0	0	0	0	0	0	0	0	0	0	0	0
8511-3340-41161 I/P Acute-Other Govt FFS	2,754	0	0	0	0	0	0	0	1,377	0	0	0	0
8511-3380-41161 I/P Acute-Other Govt FFS	0	0	12,056	6,028	0	0	16,468	0	0	0	(4,432)	0	0
8511-3530-41161 I/P Acute-Other Govt FFS	798	0	798	0	0	0	798	0	0	0	0	0	0
8511-3580-41161 I/P Acute-Other Govt FFS	0	0	0	0	0	0	0	0	7,856	0	0	0	0
8511-4010-41161 I/P Acute-Other Govt FFS	9,786	10,316	20,058	21,232	15,549	13,306	5,928	14,692	27,733	0	38,504	8,222	24,280
8511-4087-41161 I/P Acute-Other Govt FFS	0	0	1,438	0	0	0	0	0	0	0	0	0	0
8511-4183-41161 I/P Acute-Other Govt FFS	0	0	4,437	0	0	0	0	0	0	0	0	26,622	26,622
8511-4400-41161 I/P Acute-Other Govt FFS	0	0	13,731	14,168	0	0	48,878	0	0	0	0	0	0
8511-4420-41161 I/P Acute-Other Govt FFS	14,788	0	42,388	21,318	102,250	33,044	0	0	0	57,024	29,870	178,700	50,978
8511-4427-41161 I/P Acute-Other Govt FFS	2,248	0	2,248	1,838	0	0	0	0	0	6,126	5,106	6,108	9,441
8511-4428-41161 I/P Acute-Other Govt FFS	0	0	0	0	0	0	0	0	0	42,626	0	0	0
8511-4430-41161 I/P Acute-Other Govt FFS	2,142	0	6,237	2,457	7,181	2,667	0	0	0	7,228	3,979	24,180	6,214
8511-4470-41161 I/P Acute-Other Govt FFS	7,840	0	2,285	19,446	79,815	24,136	0	0	0	69,531	9,376	38,288	28,585
8511-4471-41161 I/P Acute-Other Govt FFS	9,873	3,613	1,487	5,150	6,025	3,308	5,167	1,419	2,497	0	612	24,888	1,310
1-4500-41161 I/P Acute-Other Govt FFS	89,058	61,140	41,238	53,862	94,102	23,792	64,936	43,797	107,488	17,822	57,685	134,018	76,517
1-4509-41161 I/P Acute-Other Govt FFS	582	161	628	248	129	(237)	720	150	437	0	98	411	70
11-4520-41161 I/P Acute-Other Govt FFS	0	0	0	991	1,104	0	4,078	5,727	1,102	0	552	292	0
8511-4540-41161 I/P Acute-Other Govt FFS	242	0	0	2,843	2,412	2,331	538	4,582	16,733	1,548	326	3,000	481
8511-4570-41161 I/P Acute-Other Govt FFS	5,072	0	0	178	178	1,787	856	0	428	428	0	2,815	2,821
8511-4573-41161 I/P Acute-Other Govt FFS	11,881	0	0	12,534	1,443	12,980	13,304	0	1,443	1,443	0	13,169	22,333
8511-4591-41161 I/P Acute-Other Govt FFS	5,158	5,678	1 040	13,937	5,688	1,080	11,087	1 788	2,745	5 911	21,144	6,198	17 516
8511-4620-41161 I/P Acute-Other Govt FFS	957	0	0	1,914	0	0	0	0	1,581	0	0	0	0
8511-4630-41161 I/P Acute-Other Govt FFS	15,079	8,840	1,449	6,444	8,887	4,817	7,438	8,425	6,072	990	10,538	23,028	9,181
8511-4650-41161 I/P Acute-Other Govt FFS	0	0	0	7,569	0	0	3,538	0	4,440	0	0	10,605	0
8511-4660-41161 I/P Acute-Other Govt FFS	11,976	0	0	0	6,083	5,931	0	0	5,509	0	37,424	0	0
8511-4670-41161 I/P Acute-Other Govt FFS	8,752	2,428	1,332	5,731	6,588	668	10,172	13,167	6,918	2,864	6,768	5,320	8,688
8511-4680-41161 I/P Acute-Other Govt FFS	16,808	8,148	0	47,868	41,090	4,109	27,115	18,794	45,325	0	57,481	44,770	58,916
8511-4710-41161 I/P Acute-Other Govt FFS	120,689	51,218	28,388	92,850	98,320	29,745	79,202	57,840	94,428	41,467	39,349	118,855	39,224
8511-4720-41161 I/P Acute-Other Govt FFS	153,883	67,704	19,440	24,481	92,588	5,254	118,221	12,265	40,831	9,868	408	109,133	38,217
8511-4722-41161 I/P Acute-Other Govt FFS	117,121	58,055	23,174	73,752	74,872	20,702	190,572	235,008	374,863	82,077	190,106	323,771	112,111
8511-4730-41161 I/P Acute-Other Govt FFS	8,487	0	0	0	0	0	0	0	719	0	0	8,196	0
8511-4760-41161 I/P Acute-Other Govt FFS	0	0	0	4,190	0	0	0	0	0	0	0	0	0
8511-4775-41161 I/P Acute-Other Govt FFS	22,419	3,779	52,356	8,141	38,738	21,304	10,478	36,308	42,167	23,950	9,515	19,728	2,930
8511-4801-41161 I/P Acute-Other Govt FFS	1,032	1,032	2,752	516	688	860	860	516	1,032	860	172	516	860
Total Other Govt	1,588,931	1,149,252	1,439,150	842,424	1,884,833	864,031	1,546,886	1,122,986	2,231,584	899,628	894,936	2,363,844	1,518,211
Other Govt MgdCare:													
8511-3015-41162 I/P Acute-Other Govt MgdCare	19,292	327,964	630,630	477,020	327,864	588,408	88,948	376,194	762,388	269,026	385,840	443,716	270,088
8511-3070-41162 I/P Acute-Other Govt MgdCare	22,432	20,193	0	45,987	91,988	71,788	6,731	71,795	0	61,886	0	34,771	61,888
8511-3151-41162 I/P Acute-Other Govt MgdCare	98,052	309,988	432,234	423,502	410,404	427,888	405,248	410,490	446,880	433,050	493,120	386,250	408,500
8511-3179-41162 I/P Acute-Other Govt MgdCare	0	0	0	0	0	0	108,840	158,720	185,000	213,280	148,800	156,240	257,920
8511-3182-41162 I/P Acute-Other Govt MgdCare	60,048	135,108	185,148	82,574	150,144	127,602	175,140	172,538	126,100	142,814	58,044	117,594	105,084
8511-3184-41162 I/P Acute-Other Govt MgdCare	64,543	108,704	149,488	98,513	227,599	152,668	183,058	244,664	183,438	152,688	148,071	74,734	183,438
8511-3187-41162 I/P Acute-Other Govt MgdCare	124,194	168,402	275,560	308,698	394,898	417,210	350,148	305,004	276,510	205,408	247,750	308,400	201,108
8511-3188-41162 I/P Acute-Other Govt MgdCare	133,984	285,980	401,692	414,024	513,044	346,290	411,588	183,008	227,932	183,008	142,832	91,592	188,760
8511-3290-41162 I/P Acute-Other Govt MgdCare	3,261	9,783	16,305	3,261	3,261	3,261	38,671	6,522	58,698	29,349	0	0	6,522
8511-3340-41162 I/P Acute-Other Govt MgdCare	0	0	0	0	0	0	0	1,408	1,377	0	0	0	0
8511-3380-41162 I/P Acute-Other Govt MgdCare	12,854	59,390	39,538	89,764	107,258	53,276	18,762	106,374	56,492	148,114	82,176	87,228	141,460
8511-3382-41162 I/P Acute-Other Govt MgdCare	6,908	13,816	6,908	0	6,908	10,362	3,464	10,362	41,448	10,362	24,178	34,540	3,454
8511-3530-41162 I/P Acute-Other Govt MgdCare	0	1,598	798	0	3,192	4,788	1,598	3,192	2,394	1,598	10,374	3,990	3,192
8511-3580-41162 I/P Acute-Other Govt MgdCare	38,958	13,734	13,734	17,128	48,829	49,389	5,688	0	0	0	4,905	13,734	0
8511-4010-41162 I/P Acute-Other Govt MgdCare	30,302	54,201	64,150	69,716	97,137	113,945	98,923	138,675	124,036	182,591	143,562	151,478	153,388
8511-4087-41162 I/P Acute-Other Govt MgdCare	8,144	0	0	1,438	1,438	2,876	10,383	10,439	8,237	10,622	18,202	10,883	15,858
8511-4183-41162 I/P Acute-Other Govt MgdCare	13,311	4,437	115,362	44,370	68,740	62,118	22,185	124,236	53,244	53,244	66,740	110,926	52,118
8511-4400-41162 I/P Acute-Other Govt MgdCare	47,811	44,100	109,608	132,729	124,445	64,805	179,244	161,886	107,836	307,894	234,803	164,914	333,762
8511-4420-41162 I/P Acute-Other Govt MgdCare	103,823	304,801	434,349	627,398	546,365	474,143	381,904	842,410	681,204	830,646	668,931	582,726	800,021
8511-4427-41162 I/P Acute-Other Govt MgdCare	15,816	23,276	47,776	40,020	52,268	43,268	37,474	54,621	60,249	67,650	54,886	64,021	64,545
8511-4428-41162 I/P Acute-Other Govt MgdCare	0	0	0	0	0	0	0	0	3,800	38,380	0	21,164	7,314
8511-4450-41162 I/P Acute-Other Govt MgdCare	12,474	31,647	83,739	66,268	56,427	53,571	45,992	65,442	60,886	67,256	78,548	88,864	72,488
8511-4470-41162 I/P Acute-Other Govt MgdCare	81,759	138,584	187,105	370,492	326,264	105,886	287,088	243,813	271,726	378,694	361,319	184,014	294,279
8511-4471-41162 I/P Acute-Other Govt MgdCare	10,954	20,094	40,307	38,454	52,120	51,283	41,947	39,887	40,929	45,161	43,907	38,624	48,357
8511-4500-41162 I/P Acute-Other Govt MgdCare	232,539	510,073	959,639	928,293	1,028,768	940,509	742,815	1,017,166	1,002,487	789,188	859,555	909,889	914,085
8511-4509-41162 I/P Acute-Other Govt MgdCare	799	4,671	2,098	2,988	6,693	3,444	2,807	13,833	4,232	7,848	4,411	10,856	6,884
8511-4520-41162 I/P Acute-Other Govt MgdCare	3,849	15,637	38,286	21,505	17,331	16,020	17,458	37,116	18,483	50,276	16,451	23,364	37,018
1-4540-41162 I/P Acute-Other Govt MgdCare	6,567	6,228	5,875	12,734	6,920	14,851	9,017	9,244	7,617	8,046	12,426	6,834	7,613
-4570-41162 I/P Acute-Other Govt MgdCare	5,170	46,815	18,499	337,274	36,525	321,173	25,911	206,661	120,058	193,516	127,019	241,168	121,572
1-4573-41162 I/P Acute-Other Govt MgdCare	61,531	100,700	220,020	111,292	280,088	112,037	144,931	165,232	98,114	128,041	138,881	67,423	119,203
8511-4591-41162 I/P Acute-Other Govt MgdCare	53,480	105,799	199,548	227,938	161,404	196,878	181,707	165,109	207,288	175,881	236,081	152,736	234,814
8511-4520-41162 I/P Acute-Other Govt MgdCare	0	6,699	7,656	6,742	6,742	7,656	7,261	25,296	12,546	12,848	7,905	11,067	4 743

Verity Healt Systems
St Francis Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8511-4630-41162 I/P Acute-Other Govt MgdCare	9,096	38,944	58,685	67,236	71,810	84,039	57,568	73,500	106,269	62,048	74,207	61,985	62,081
8511-4642-41162 I/P Acute-Other Govt MgdCare	0	0	4,814	0	0	0	0	0	0	0	0	0	0
8511-4650-41162 I/P Acute-Other Govt MgdCare	6,485	19,851	50,350	39,569	36,325	38,944	45,918	33,672	84,470	65,742	37,670	33,017	50,640
8511-4660-41162 I/P Acute-Other Govt MgdCare	10,852	79,887	117,558	165,423	179,020	96,685	65,342	274,235	140,299	151,684	141,698	144,310	139,678
8511-4670-41162 I/P Acute-Other Govt MgdCare	27,147	83,774	84,933	74,857	79,871	67,092	81,900	67,437	98,331	84,418	98,437	89,009	89,231
8511-4680-41162 I/P Acute-Other Govt MgdCare	25,327	104,490	201,144	140,808	179,450	227,575	135,000	229,237	264,511	235,199	163,872	197,784	192,563
8511-4690-41162 I/P Acute-Other Govt MgdCare	0	0	1,488	0	0	0	0	14,718	0	0	0	0	6,488
8511-4710-41162 I/P Acute-Other Govt MgdCare	122,309	339,704	619,214	512,875	813,882	676,788	941,929	165,239	548,566	490,271	497,378	483,271	539,947
8511-4720-41162 I/P Acute-Other Govt MgdCare	41,466	429,360	480,885	369,890	460,183	498,218	261,852	380,698	832,879	216,933	319,374	436,402	219,440
8511-4722-41162 I/P Acute-Other Govt MgdCare	4,577	4,577	6,765	5,200	15,105	28,340	9,485	25,470	5,038	81,258	10,380	8,283	80,413
8511-4730-41162 I/P Acute-Other Govt MgdCare	0	0	12,898	6,487	0	6,140	6,487	0	10,934	0	2,876	9,781	0
8511-4760-41162 I/P Acute-Other Govt MgdCare	0	0	21,794	13,732	9,243	22,474	31,730	15,619	68,854	19,707	11,040	21,380	53,105
8511-4775-41162 I/P Acute-Other Govt MgdCare	8,728	11,032	78,068	67,782	81,598	74,129	67,826	80,644	68,579	42,890	44,089	43,350	53,378
8511-4801-41162 I/P Acute-Other Govt MgdCare	516	516	1,548	1,720	1,720	1,204	2,238	2,408	1,376	3,440	2,408	2,238	3,958
Total: Other Govt MgdCare	1,556,805	3,884,311	6,304,529	6,447,281	7,125,760	6,674,294	5,653,562	6,564,131	7,344,206	6,888,703	6,030,024	6,079,857	6,448,247
County Indigent:													
8511-3010-41171 I/P Acute-County Indigent	497,621	520,884	511,238	588,408	549,822	689,074	202,568	327,964	270,088	169,018	385,640	202,568	192,920
8511-3151-41171 I/P Acute-County Indigent	17,464	0	0	4,368	34,929	8,732	26,380	0	27,300	32,760	5,460	0	16,380
8511-3179-41171 I/P Acute-County Indigent	0	0	0	0	0	0	2,480	7,440	0	0	0	0	2,480
8511-3184-41171 I/P Acute-County Indigent	57,940	0	0	27,178	0	0	0	0	0	0	0	0	0
8511-3187-41171 I/P Acute-County Indigent	3,398	13,594	10,198	10,198	14,554	65,006	6,792	0	0	0	27,188	0	0
8511-3188-41171 I/P Acute-County Indigent	95,088	121,340	260,388	294,888	210,562	295,462	146,028	105,278	122,258	132,444	54,338	142,632	128,662
8511-3290-41171 I/P Acute-County Indigent	0	0	0	0	0	13,044	0	0	0	0	0	0	0
8511-3340-41171 I/P Acute-County Indigent	0	0	0	7,008	5,832	1,408	0	1,377	0	0	0	0	0
8511-3380-41171 I/P Acute-County Indigent	2,218	2,218	0	0	0	0	1,598	0	0	0	0	0	0
8511-3382-41171 I/P Acute-County Indigent	0	0	0	3,454	0	0	0	0	0	0	0	0	0
8511-4010-41171 I/P Acute-County Indigent	156,847	141,921	308,338	184,267	438,024	378,742	184,678	284,411	282,472	231,336	188,644	184,244	132,010
8511-4087-41171 I/P Acute-County Indigent	1,673	0	0	0	0	0	0	0	0	0	0	0	0
8511-4183-41171 I/P Acute-County Indigent	0	0	0	0	17,748	13,311	0	0	0	0	0	0	0
8511-4400-41171 I/P Acute-County Indigent	24,348	0	0	0	0	0	3,338	0	0	0	0	8,283	0
8511-4420-41171 I/P Acute-County Indigent	377,458	268,601	537,048	485,479	684,919	682,510	162,819	433,434	469,110	235,829	123,119	428,632	156,783
8511-4427-41171 I/P Acute-County Indigent	6,128	11,432	14,804	6,534	9,598	28,178	13,121	11,229	9,857	15,625	3,083	14,805	9,189
8511-4450-41171 I/P Acute-County Indigent	26,334	19,194	40,761	38,913	52,683	65,839	20,307	30,394	43,420	28,246	9,594	37,154	12,288
8511-4470-41171 I/P Acute-County Indigent	244,958	104,943	233,689	335,178	372,348	212,433	88,484	103,706	200,715	121,264	47,042	181,920	80,881
8511-4471-41171 I/P Acute-County Indigent	22,255	19,881	37,072	25,222	31,881	38,892	14,368	19,772	22,183	11,934	24,781	8,934	9,831
8511-4500-41171 I/P Acute-County Indigent	243,267	212,217	271,288	302,561	466,875	368,752	125,882	195,275	189,487	117,327	171,914	170,340	127,078
8511-4509-41171 I/P Acute-County Indigent	0	12	49	71	0	37	160	37	0	0	98	0	12
8511-4520-41171 I/P Acute-County Indigent	4,187	1,574	2,272	6,204	3,233	7,488	146	2,940	1,281	0	552	5,188	1,250
8511-4540-41171 I/P Acute-County Indigent	30,123	3,458	24,617	18,824	63,329	18,184	2,865	17,220	17,550	9,235	13,111	34,077	4,382
8511-4570-41171 I/P Acute-County Indigent	7,887	704	5,726	2,897	21,621	7,943	858	428	4,178	2,617	6,426	4,077	3,743
8511-4573-41171 I/P Acute-County Indigent	52,906	26,807	46,260	43,285	46,783	75,972	23,722	11,891	29,690	16,778	32,503	16,348	29,119
8511-4591-41171 I/P Acute-County Indigent	6,718	11,352	23,784	14,992	17,775	21,718	3,640	12,827	16,978	21,144	20,104	520	1,580
11-4620-41171 I/P Acute-County Indigent	2,871	857	0	0	0	857	857	0	0	1,581	3,162	0	0
1-4630-41171 I/P Acute-County Indigent	51,230	47,816	73,271	68,639	103,727	110,198	59,677	58,826	67,871	60,047	50,529	54,793	43,055
-4650-41171 I/P Acute-County Indigent	0	0	3,534	10,883	3,534	3,534	1,767	1,767	0	0	3,534	0	1,767
11-4660-41171 I/P Acute-County Indigent	23,187	23,070	17,122	17,569	11,488	17,122	19,021	12,049	54,206	0	27,359	0	0
8511-4670-41171 I/P Acute-County Indigent	15,614	18,283	9,129	10,383	18,101	10,058	4,062	0	0	6,074	10,221	10,644	4,032
8511-4680-41171 I/P Acute-County Indigent	373,639	368,010	463,183	368,507	361,999	516,341	422,180	564,956	448,190	599,651	555,524	448,050	357,711
8511-4710-41171 I/P Acute-County Indigent	140,724	145,423	197,094	237,292	230,710	229,390	94,327	98,175	77,885	80,772	113,181	83,512	66,666
8511-4720-41171 I/P Acute-County Indigent	294,984	326,737	318,801	284,808	304,259	201,634	132,309	158,676	171,893	113,074	290,381	70,813	67,153
8511-4722-41171 I/P Acute-County Indigent	0	0	0	0	0	0	2,073	0	0	0	0	0	0
8511-4730-41171 I/P Acute-County Indigent	0	5,487	0	0	10,934	0	0	0	0	0	5,487	0	0
8511-4760-41171 I/P Acute-County Indigent	0	0	0	11,826	0	3,776	0	0	0	0	0	0	0
8511-4775-41171 I/P Acute-County Indigent	10,672	1,888	17,150	16,748	22,005	26,833	13,357	8,553	9,719	12,938	5,908	6,478	12,988
8511-4801-41171 I/P Acute-County Indigent	0	0	0	0	0	0	172	0	0	0	0	0	0
Total. County Indigent	2,802,109	2,416,591	3,419,870	3,359,567	4,126,548	4,096,333	1,753,193	2,483,487	2,495,969	1,998,692	2,178,632	2,083,750	1,466,001
Other													
8511-3900-41191 I/P Acute-Other	(302,400)	426,876	89,484	(95,972)	(75,410)	219,921	(185,657)	264,880	(544,278)	130,575	972,487	(314,716)	(979,558)
Total Other	(302,400)	426,876	89,484	(95,972)	(75,410)	219,921	(185,657)	264,880	(544,278)	130,575	972,487	(314,716)	(979,558)
Total Acute	**107,926,102**	**108,669,760**	**114,527,823**	**108,629,289**	**116,278,464**	**111,628,369**	**116,071,428**	**122,580,958**	**110,321,353**	**117,580,202**	**108,640,050**	**112,327,751**	**109,115,189**
SNF:													
Self Pay													
8511-4471-41201 SNF-Self Pay	1,085	744	0	450	3,925	2,349	0	788	53	0	0	9,673	0
8511-4500-41201 SNF-Self Pay	13,140	9,791	22,556	33,801	29,886	17,463	884	2,495	0	0	0	1,893	3,837
8511-4591-41201 SNF-Self Pay	1,040	0	0	0	0	0	0	0	0	0	0	0	0
8511-4620-41201 SNF-Self Pay	0	957	0	0	0	0	0	0	0	0	0	0	0
8511-4630-41201 SNF-Self Pay	0	0	0	2,568	483	966	0	0	0	0	0	548	0
8511-4670-41201 SNF-Self Pay	0	0	0	1,488	0	0	0	0	0	0	0	0	0
8511-4710-41201 SNF-Self Pay	6,589	15,592	27,331	54,282	98,094	33,902	512	3,675	0	0	0	5,116	13,894
8511-4720-41201 SNF-Self Pay	16,390	0	51,846	27,338	2,448	0	0	0	0	0	0	0	11,632
8511-4775-41201 SNF-Self Pay	2,045	3,027	6,003	1,352	9,913	1,432	3,251	3,837	0	0	0	2,358	13,700
Total Self Pay	42,269	30,081	109,736	131,282	142,749	58,112	4,647	11,108	53	0	0	19,788	43,263
Comm MgdCare:													
8511-4471-41222 SNF-Comm MgdCare	301	567	53	583	159	300	776	344	4,784	8,553	1,038	3,121	1,197
8511-4500-41222 SNF-Comm MgdCare	17,319	14,458	2,920	17,372	8,428	1,388	18,914	6,884	19,918	23,451	4,815	25,469	8,394
8511-4509-41222 SNF-Comm MgdCare	0	0	0	0	0	0	0	0	37	0	0	0	0
8511-4540-41222 SNF-Comm MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	484
8511-4570-41222 SNF-Comm MgdCare	0	0	0	0	0	0	0	0	0	428	0	0	0
8511-4573-41222 SNF-Comm MgdCare	0	0	0	0	0	0	0	0	0	11,881	0	0	0
8511-4630-41222 SNF-Comm MgdCare	1,191	0	882	0	0	0	0	0	506	1,678	0	1,164	1,319
8511-4670-41222 SNF-Comm MgdCare	0	0	0	0	0	0	0	0	1,891	0	0	0	0
8511-4710-41222 SNF-Comm MgdCare	18,563	22,139	7,575	4,131	12,737	8,837	33,140	9,987	35,114	87,339	25,484	47,749	17,576
8511-4720-41222 SNF-Comm MgdCare	893	0	0	22,032	28,560	0	0	0	20,430	17,529	0	29,453	0
8511-4775-41222 SNF-Comm MgdCare	9,274	1,820	350	8,669	3,776	377	0	0	1,220	4,663	2,574	9,388	6,181
Total. Comm MgdCare	47,541	39,004	11,450	52,787	53,660	10,912	52,830	17,175	83,580	153,490	34,012	117,384	37,130
Comp													
1-4710-41231 SNF-W/C	0	0	0	0	0	0	0	0	0	0	0	0	752
Total. W/C Comp	0	0	0	0	0	0	0	0	0	0	0	0	752

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Medicare													
8511-4010-41241 SNF-Medicare	0	0	0	0	0	0	0	0	0	0	0	4,773	(4,773)
8511-4183-41241 SNF-Medicare	8,874	0	0	0	0	0	0	0	0	0	0	0	0
8511-4429-41241 SNF-Medicare	0	813	2,080	0	0	0	0	0	0	0	0	0	0
8511-4471-41241 SNF-Medicare	20,164	19,252	8,524	7,127	3,703	1,047	1,387	930	695	2,210	(8,172)	2,205	3,422
8511-4500-41241 SNF-Medicare	130,268	75,577	115,094	62,770	42,089	13,285	13,471	27,159	33,972	68,161	27,156	70,820	26,676
8511-4509-41241 SNF-Medicare	0	23	0	0	0	0	0	0	11	113	78	0	0
8511-4540-41241 SNF-Medicare	242	470	464	0	0	0	0	0	0	464	0	0	0
8511-4570-41241 SNF-Medicare	0	0	0	0	0	0	0	0	0	428	0	0	428
8511-4573-41241 SNF-Medicare	0	0	0	0	0	0	0	0	0	11,881	0	0	1,443
8511-4591-41241 SNF-Medicare	2,080	1,040	520	520	0	0	0	0	520	0	0	5,158	0
8511-4630-41241 SNF-Medicare	2,328	1,957	443	988	1,908	988	1,431	0	1,690	3,029	2,668	4,220	1,388
8511-4670-41241 SNF-Medicare	0	3,250	4,980	1,488	0	0	0	0	0	0	0	11,393	0
8511-4680-41241 SNF-Medicare	0	0	1,490	0	0	0	0	0	0	0	0	0	0
8511-4710-41241 SNF-Medicare	231,107	184,481	160,596	135,959	80,840	18,437	8,084	14,002	41,863	89,604	84,401	67,333	40,878
8511-4720-41241 SNF-Medicare	74,590	61,816	21,854	16,320	(75,072)	6,976	423	0	17,136	12,240	(7,329)	31,901	2,040
8511-4775-41241 SNF-Medicare	10,166	7,187	19,405	20,148	18,062	8,868	819	10,948	13,780	11,706	19,255	44,108	30,220
Total Medicare	479,840	343,196	335,270	245,306	71,610	49,379	28,615	53,039	109,667	189,836	121,077	231,909	101,717
Medicare MgdCare:													
8511-4429-41242 SNF-Medicare MgdCare	0	0	0	0	0	0	0	0	0	2,695	0	0	0
8511-4471-41242 SNF-Medicare MgdCare	144	1,267	0	0	201	0	0	53	3,162	5,817	160	611	589
8511-4500-41242 SNF-Medicare MgdCare	0	1,850	11,557	0	2,182	0	9,859	0	13,092	24,331	3,342	5,438	7,378
8511-4509-41242 SNF-Medicare MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	8
8511-4540-41242 SNF-Medicare MgdCare	0	0	0	0	0	0	1,482	0	0	0	0	0	0
8511-4591-41242 SNF-Medicare MgdCare	0	0	0	0	0	0	0	0	0	520	0	0	0
8511-4630-41242 SNF-Medicare MgdCare	0	0	483	0	660	0	0	0	508	508	0	0	1,214
8511-4680-41242 SNF-Medicare MgdCare	0	0	0	0	0	0	0	0	0	4,109	0	0	0
8511-4710-41242 SNF-Medicare MgdCare	48	9,709	5,544	0	3,717	0	871	0	2,317	5,434	8,122	11,788	8,567
8511-4720-41242 SNF-Medicare MgdCare	0	0	2,856	0	8,568	0	0	0	13,071	11,424	0	0	6,936
8511-4775-41242 SNF-Medicare MgdCare	0	2,314	0	0	0	0	0	0	3,837	3,638	4,235	0	8,969
Total Medicare MgdCare	192	15,140	20,440	0	15,328	0	12,182	53	35,605	58,474	15,889	17,804	30,668
Medicare Risk:													
8511-4471-41243 SNF-Medicare At Risk	67	0	53	0	0	159	0	0	0	343	0	0	0
8511-4500-41243 SNF-Medicare At Risk	7,214	140	6,529	0	0	0	2,668	0	0	3,473	0	0	0
8511-4630-41243 SNF-Medicare At Risk	0	0	0	0	0	0	0	0	0	508	0	0	0
8511-4710-41243 SNF-Medicare At Risk	1,162	411	849	0	0	1,811	4,850	0	0	19,810	10,171	0	0
8511-4720-41243 SNF-Medicare At Risk	0	0	0	0	0	0	0	0	0	12,240	408	0	0
8511-4775-41243 SNF-Medicare At Risk	375	4,220	1,765	0	0	326	1,388	0	0	2,332	0	0	0
Total Medicare Risk	8,848	4,771	8,896	0	0	2,296	8,903	0	0	38,704	10,579	0	0
I-Cal:													
11-4078-41251 SNF-Medi-Cal	0	0	0	0	0	0	0	1,272	0	0	0	0	0
8511-4183-41251 SNF-Medi-Cal	0	0	0	0	0	0	0	0	0	0	0	4,437	(4,437)
8511-4400-41251 SNF-Medi-Cal	0	0	0	0	0	0	0	0	0	0	548	0	0
8511-4420-41251 SNF-Medi-Cal	(23,072)	0	0	0	0	0	0	0	0	0	0	0	17,810
8511-4427-41251 SNF-Medi-Cal	(1,838)	0	0	0	0	0	0	0	0	0	0	0	2,298
8511-4450-41251 SNF-Medi-Cal	(2,709)	0	0	0	0	0	0	0	0	0	0	0	2,262
8511-4470-41251 SNF-Medi-Cal	(18,032)	0	0	0	0	0	0	0	0	0	0	0	4,878
8511-4471-41251 SNF-Medi-Cal	1,501	3,858	7,602	6,876	10,412	11,849	7,981	15,270	18 418	11,319	1,215	230	3,134
8511-4500-41251 SNF-Medi-Cal	47,543	59,879	60,940	62,497	113,632	47,527	58,466	80,678	24 991	33,483	8,820	10,490	39,416
8511-4509-41251 SNF-Medi-Cal	37	0	0	0	0	0	0	0	0	0	0	35	14
8511-4520-41251 SNF-Medi-Cal	0	0	0	0	0	0	0	0	0	0	0	0	1,281
8511-4540-41251 SNF-Medi-Cal	484	0	0	0	0	0	0	0	0	0	0	0	0
8511-4570-41251 SNF-Medi-Cal	0	178	0	0	0	0	0	1,328	0	0	0	0	0
8511-4573-41251 SNF-Medi-Cal	0	11,861	0	0	0	0	0	1,443	0	0	0	0	0
8511-4591-41251 SNF-Medi-Cal	5,878	0	0	0	0	0	0	0	0	0	0	0	0
8511-4630-41251 SNF-Medi-Cal	1,449	966	483	1,957	(483)	2,415	1,116	589	605	0	0	0	506
8511-4680-41251 SNF-Medi-Cal	0	0	4,109	0	0	0	0	0	0	0	0	0	0
8511-4710-41251 SNF-Medi-Cal	27,437	73,201	89,822	78,158	67,790	30,482	62,828	170,364	38,115	34,812	16,595	12,369	81,560
8511-4720-41251 SNF-Medi-Cal	43,738	24,495	42,925	48,778	122,809	423	0	8,563	1,224	1,632	0	0	11,424
8511-4760-41251 SNF-Medi-Cal	0	0	0	0	3,263	0	0	0	0	0	0	0	0
8511-4775-41251 SNF-Medi-Cal	7,987	8,939	26,750	14,185	26,389	19,982	20,107	16,311	7,748	7,634	4,068	8,423	27,432
Total Medi-Cal	92,202	183,374	252,031	231,429	383,732	112,878	197,498	294,839	87,099	89,080	31,244	36,984	187,596
Medi-Cal MgdCare:													
8511-4471-41252 SNF-Medi-Cal MgdCare	20,334	17,272	8,958	2,406	1,029	150	0	1,646	1,311	6,927	2,687	8,340	6,543
8511-4509-41252 SNF-Medi-Cal MgdCare	74,392	75,948	73,238	44,857	35,326	8,116	0	10,545	24,103	18,225	58,303	31,869	14,139
8511-4509-41252 SNF-Medi-Cal MgdCare	0	0	0	0	357	0	0	0	0	287	0	0	0
8511-4540-41252 SNF-Medi-Cal MgdCare	0	0	726	0	726	0	0	0	0	0	484	0	0
8511-4570-41252 SNF-Medi-Cal MgdCare	0	0	612	0	0	0	0	0	0	0	428	428	0
8511-4573-41252 SNF-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	0	1,443	12,534	0
8511-4591-41252 SNF-Medi-Cal MgdCare	0	920	520	520	0	0	0	0	0	520	0	0	520
8511-4630-41252 SNF-Medi-Cal MgdCare	0	1,912	1,143	966	0	0	0	0	0	508	0	589	0
8511-4670-41252 SNF-Medi-Cal MgdCare	0	0	1,660	0	0	0	0	0	0	0	0	0	0
8511-4680-41252 SNF-Medi-Cal MgdCare	0	0	0	7,771	0	0	0	0	0	0	0	0	0
8511-4710-41252 SNF-Medi-Cal MgdCare	122,829	99,191	74,857	48,327	87,142	17,667	9	3,694	17,091	52,851	92,146	29,442	36,505
8511-4720-41252 SNF-Medi-Cal MgdCare	4,898	423	5,304	2,040	12,240	0	0	0	0	816	0	423	0
8511-4775-41252 SNF-Medi-Cal MgdCare	10,814	12,401	9,563	5,827	17,199	0	0	1,868	3,918	8,525	12,842	10,725	6,777
Total Medi-Cal MgdCare	233,066	208,065	176,281	112,714	134,011	26,183	9	17,853	46,383	98,457	168,133	94,350	65,484
Medi-Cal Risk													
8511-4183-41253 SNF-Medi-Cal At Risk	0	0	0	0	0	0	0	0	0	0	0	4,437	(4,437)
8511-4471-41253 SNF-Medi-Cal At Risk	97	1,403	149	1,190	53	146	0	150	0	353	0	10,190	0
8511-4500-41253 SNF-Medi-Cal At Risk	8,766	9,480	2,419	7,883	5,484	1,880	0	398	3,703	2,044	0	19,036	6,227
8511-4540-41253 SNF-Medi-Cal At Risk	484	0	0	0	0	0	0	0	0	0	0	0	0
8511-4570-41253 SNF-Medi-Cal At Risk	0	0	0	0	0	0	0	0	0	0	0	428	0
8511-4573-41253 SNF-Medi-Cal At Risk	0	0	0	0	0	0	0	0	0	0	0	1,443	0
511-4591-41253 SNF-Medi-Cal At Risk	0	0	0	5,158	0	0	0	0	0	0	0	0	0
1-4630-41253 SNF-Medi-Cal At Risk	0	0	0	1,051	0	0	0	0	0	0	0	0	0
-4670-41253 SNF-Medi-Cal At Risk	0	0	0	1,295	0	0	0	0	0	0	0	0	0
11-4680-41253 SNF-Medi-Cal At Risk	0	0	0	3,950	0	0	0	0	0	0	0	0	0
8511-4710-41253 SNF-Medi-Cal At Risk	4,151	6,108	479	29,483	18,046	686	0	2,637	4,018	839	0	108,764	33,507
8511-4720-41253 SNF-Medi-Cal At Risk	0	0	1,012	0	0	0	0	0	408	0	0	35,088	26,189

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Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8511-4775-41253 SNF-Medi-Cal At Risk	0	0	1,214	8,125	9,686	2,416	0	524	783	824	0	8,442	2,917
Total Medi-Cal Risk	11,488	18,889	5,273	58,133	33,268	4,930	0	4,009	6,912	3,880	0	183,828	64,403
Other Govt:													
8511-4471-41261 I/P SNF Oth Govt FFS	0	0	0	0	0	0	0	0	486	0	0	(279)	0
8511-4500-41261 I/P SNF Oth Govt FFS	0	0	0	0	0	0	0	0	8,237	951	0	(8,155)	0
8511-4540-41261 I/P SNF Oth Govt FFS	0	0	0	0	0	0	0	0	1,018	532	0	(1,548)	0
8511-4710-41261 I/P SNF Oth Govt FFS	0	0	0	0	0	0	0	0	371	1	0	(154)	0
8511-4775-41261 I/P SNF Oth Govt FFS	0	0	0	0	0	0	0	0	2,403	0	0	(1,254)	0
Total Other Govt	0	0	0	0	0	0	0	0	12,492	1,484	0	(9,390)	0
SNF-Other													
8511-4471-41292 SNF-Other MgdCare	0	0	482	0	482	1,398	0	0	0	0	108	53	0
8511-4500-41292 SNF-Other MgdCare	0	1,461	9,606	6,883	10,734	19,015	8,225	0	0	0	0	7,697	0
8511-4570-41292 SNF-Other MgdCare	0	0	0	0	0	0	0	0	0	0	0	428	0
8511-4573-41292 SNF-Other MgdCare	0	0	0	0	0	0	0	0	0	0	0	1,443	0
8511-4630-41292 SNF-Other MgdCare	0	0	0	0	483	0	0	0	0	0	0	0	0
8511-4710-41292 SNF-Other MgdCare	0	13,700	14,591	12,943	13,939	16,128	2,818	0	0	0	1,712	5,426	0
8511-4720-41292 SNF-Other MgdCare	0	0	4,898	0	0	0	0	0	0	0	0	0	0
8511-4775-41292 SNF-Other MgdCare	0	0	0	0	2,976	2,111	2,518	0	0	0	0	0	0
Total SNF-Other	0	15,161	29,585	19,826	28,624	37,652	11,561	0	0	0	1,818	15,347	0
Total SNF	**915,454**	**857,781**	**948,962**	**851,277**	**842,981**	**300,112**	**312,743**	**398,173**	**383,891**	**641,365**	**382,752**	**706,984**	**531,005**
PSYCH:													
Self Pay													
8511-4010-41301 I/P Psych-Self Pay	43,254	49,664	84,664	77,291	110,397	77,200	18,222	66,886	25,457	84,056	49,849	34,788	35,837
8511-4400-41301 I/P Psych-Self Pay	0	0	0	0	0	0	0	13,260	0	0	0	0	0
8511-4471-41301 I/P Psych-Self Pay	0	388	194	0	313	942	502	1,093	97	184	0	0	216
8511-4500-41301 I/P Psych-Self Pay	22,741	35,891	28,989	63,205	60,138	49,766	28,562	30,490	8,256	28,116	28,483	22,933	11,011
8511-4509-41301 I/P Psych-Self Pay	0	0	0	0	0	12	0	78	0	0	0	0	0
8511-4591-41301 I/P Psych-Self Pay	0	1,040	520	1,560	520	2,600	1,040	2,080	520	1,040	2,080	1,560	0
8511-4630-41301 I/P Psych-Self Pay	483	2,428	0	0	1,411	988	678	1,164	0	508	508	508	0
8511-4670-41301 I/P Psych-Self Pay	1,673	0	0	0	0	0	1,628	0	0	0	0	0	1,626
8511-4680-41301 I/P Psych-Self Pay	27,385	4,109	7,437	0	16,949	12,327	7,238	4,109	4,109	0	8,218	0	0
8511-4710-41301 I/P Psych-Self Pay	4,484	4,800	5,984	6,778	10,862	8,921	6,887	7,897	810	8,377	3,750	2,658	3,327
8511-4720-41301 I/P Psych-Self Pay	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Self Pay	100,000	98,220	107,888	148,834	203,590	152,754	65,755	127,097	39,249	87,289	92,986	62,455	51,817
Comm MgdCare													
1-4010-41322 I/P Psych-Comm MgdCare	18,411	8,449	16,544	11,211	7,528	4,677	4,628	18 981	4 848	19,517	29,125	13,908	17,545
-4471-41322 I/P Psych-Comm MgdCare	0	0	0	202	0	0	194	0	0	0	0	0	0
11-4500-41322 I/P Psych-Comm MgdCare	15,108	5,412	14,298	10,694	11,037	5,024	4,233	13,042	7,480	8,180	15,828	18,816	13,446
8511-4509-41322 I/P Psych-Comm MgdCare	0	251	0	0	0	0	0	0	0	0	0	0	0
8511-4591-41322 I/P Psych-Comm MgdCare	0	0	0	0	520	0	520	0	520	0	0	0	0
8511-4630-41322 I/P Psych-Comm MgdCare	0	0	483	0	483	0	508	0	0	0	0	0	0
8511-4670-41322 I/P Psych-Comm MgdCare	0	0	0	0	0	0	0	1,990	0	0	0	0	0
8511-4680-41322 I/P Psych-Comm MgdCare	0	0	0	3,918	0	0	0	6,769	0	23,881	0	0	0
8511-4710-41322 I/P Psych-Comm MgdCare	5,944	5,328	8,478	3,486	2,911	2,687	2,305	3,791	3,579	5,621	3,883	2,354	1,425
8511-4775-41322 I/P Psych-Comm MgdCare	0	0	480	0	0	0	0	0	0	0	0	0	0
Total Comm MgdCare	37,463	19,440	40,259	29,521	22,477	12,388	12,588	44,673	16,127	57,379	48,836	33,078	32,416
Medicare.													
8511-4010-41341 I/P Psych-Medicare	48,648	66,738	55,209	24,885	39,884	62,842	62,889	76,200	78,139	81,670	63,513	66,459	49,477
8511-4471-41341 I/P Psych-Medicare	97	596	1,202	0	596	589	0	0	0	444	0	216	0
8511-4500-41341 I/P Psych-Medicare	50,666	63,854	40,159	18,310	30,299	37,221	37,710	43,835	44,104	47,515	51,981	38,674	26,507
8511-4509-41341 I/P Psych-Medicare	13	14	13	0	0	31	13	0	14	0	0	0	0
8511-4540-41341 I/P Psych-Medicare	484	0	0	0	0	0	0	0	0	0	0	0	0
8511-4591-41341 I/P Psych-Medicare	0	1,560	1,040	0	520	4,636	4,636	2,600	520	2,080	3,120	2,080	520
8511-4620-41341 I/P Psych-Medicare	0	0	0	0	0	1,914	1,581	0	1,581	0	0	0	0
8511-4630-41341 I/P Psych-Medicare	988	1,143	4,452	483	988	8,617	526	0	508	2,084	578	1,710	508
8511-4680-41341 I/P Psych-Medicare	6,083	0	0	0	0	11,944	0	0	0	0	0	0	0
8511-4670-41341 I/P Psych-Medicare	0	1,319	0	0	0	4,369	2,105	8,094	0	0	0	0	0
8511-4680-41341 I/P Psych-Medicare	0	12,638	11,846	0	6,633	16,747	4,109	(6,529)	21,088	14,805	0	0	0
8511-4710-41341 I/P Psych-Medicare	15,712	18,020	13,821	7,630	16,297	15,299	16,004	12,609	12,594	13,508	15,058	9,233	8,005
8511-4720-41341 I/P Psych-Medicare	11,439	8,868	1,224	0	0	1,565	0	408	0	1,832	0	0	0
8511-4775-41341 I/P Psych-Medicare	0	0	712	0	978	1,575	2,430	0	0	925	0	0	0
Total Medicare	134,088	171,548	129,378	48,288	98,271	167,539	131,803	132,217	158,548	164,340	134,350	118,372	85,016
Medicare MgdCare.													
8511-4010-41342 I/P Psych-Medicare MgdCare	20,819	19,992	18,316	7,718	11,262	23,621	15,992	13,329	9,428	23,494	18,058	8,883	8,830
8511-4183-41342 I/P Psych-Medicare MgdCare	0	0	0	0	0	0	0	0	0	8,674	0	0	0
8511-4471-41342 I/P Psych-Medicare MgdCare	0	17	218	0	0	53	87	0	0	1,041	148	0	0
8511-4500-41342 I/P Psych-Medicare MgdCare	22,932	20,828	4,866	7,357	11,838	17,933	12,860	7,530	2,216	20,455	9,300	11,439	4,892
8511-4591-41342 I/P Psych-Medicare MgdCare	0	520	0	0	0	0	520	0	0	520	1,040	0	520
8511-4630-41342 I/P Psych-Medicare MgdCare	0	483	0	0	1,889	0	508	0	0	2,101	508	0	0
8511-4650-41342 I/P Psych-Medicare MgdCare	0	0	0	0	0	0	0	0	0	3,838	0	0	0
8511-4670-41342 I/P Psych-Medicare MgdCare	0	1,486	0	0	0	0	1,990	0	0	0	0	0	0
8511-4680-41342 I/P Psych-Medicare MgdCare	0	0	0	0	0	0	0	0	0	11,427	4,109	0	0
8511-4710-41342 I/P Psych-Medicare MgdCare	4,859	17,926	12,420	11,806	5,788	7,788	3,368	2,104	1,079	7,613	1,888	1,879	1,339
8511-4720-41342 I/P Psych-Medicare MgdCare	0	893	0	0	0	0	0	0	0	0	0	0	0
8511-4775-41342 I/P Psych-Medicare MgdCare	662	0	0	0	0	0	0	0	0	978	0	0	0
Total Medicare MgdCare	49,272	61,884	35,818	26,879	30,855	49,375	35,353	22,983	12,723	80,838	34,818	22,181	15,581
Medicare Risk													
8511-4010-41343 I/P Psych-Medicare At Risk	0	0	0	0	0	0	10,013	0	0	3,286	4,865	0	0
8511-4183-41343 I/P Psych-Medicare At Risk	0	22,185	4 437	0	0	0	0	0	0	0	0	0	0
511-4420-41343 I/P Psych-Medicare At Risk	0	23,072	0	0	0	0	0	0	0	0	0	0	0
-4427-41343 I/P Psych-Medicare At Risk	0	2,858	0	0	0	0	0	0	0	0	0	0	0
-4450-41343 I/P Psych-Medicare At Risk	0	2,772	0	0	0	0	0	0	0	0	0	0	0
-4470-41343 I/P Psych-Medicare At Risk	0	3,140	0	0	0	0	0	0	0	0	0	0	0
8511-4471-41343 I/P Psych-Medicare At Risk	0	0	87	0	0	0	938	0	0	0	297	0	0
8511-4500-41343 I/P Psych-Medicare At Risk	0	18,020	2,223	0	0	5,884	10,952	0	0	4,853	5,300	0	0

Verity Healt Systems
St Francis Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8511-4609-41343 I/P Psych-Medicare At Risk	0	229	0	0	0	0	0	0	0	0	0	0	0
8511-4620-41343 I/P Psych-Medicare At Risk	0	4,097	0	0	0	0	0	0	0	0	0	0	0
8511-4640-41343 I/P Psych-Medicare At Risk	0	484	0	0	0	0	0	0	0	0	0	0	0
8511-4570-41343 I/P Psych-Medicare At Risk	0	2,241	0	0	0	0	0	0	0	0	0	0	0
8511-4573-41343 I/P Psych-Medicare At Risk	0	10,472	0	0	0	0	0	0	0	0	0	0	0
8511-4591-41343 I/P Psych-Medicare At Risk	0	520	0	0	0	0	520	0	0	0	4,838	0	0
8511-4630-41343 I/P Psych-Medicare At Risk	0	2,071	0	0	0	0	1,579	0	0	0	0	0	0
8511-4650-41343 I/P Psych-Medicare At Risk	0	3,832	0	0	0	0	0	0	0	0	0	0	0
8511-4680-41343 I/P Psych-Medicare At Risk	0	0	0	0	0	0	0	0	0	0	6,083	0	0
8511-4670-41343 I/P Psych-Medicare At Risk	0	0	0	0	0	0	4,032	0	0	0	2,105	0	0
8511-4680-41343 I/P Psych-Medicare At Risk	0	0	0	0	0	0	4,109	0	0	0	0	0	0
8511-4710-41343 I/P Psych-Medicare At Risk	184	10,538	828	0	0	2,385	2,977	0	0	864	1,091	0	0
8511-4720-41343 I/P Psych-Medicare At Risk	0	1,568	0	0	0	0	2,040	0	0	0	0	0	0
8511-4775-41343 I/P Psych-Medicare At Risk	0	2,888	0	0	0	0	819	0	0	0	978	0	0
Total Medicare Risk	184	110,780	7,585	0	0	8,049	37,877	0	0	9,003	26,433	0	0
Medi-Cal													
8511-4010-41361 I/P Psych-Medi-Cal	482,308	515,213	524,447	424,677	441,829	483,258	372,149	580,660	459,677	580,799	634,011	676,468	678,726
8511-4087-41361 I/P Psych-Medi-Cal	0	0	0	0	0	1,509	1,509	0	0	0	0	0	0
8511-4400-41361 I/P Psych-Medi-Cal	0	0	0	0	0	5,893	0	0	0	0	0	0	0
8511-4420-41361 I/P Psych-Medi-Cal	0	0	0	0	0	0	0	0	0	0	31,842	28,334	0
8511-4427-41361 I/P Psych-Medi-Cal	0	0	0	0	0	0	0	0	0	0	2,553	3,573	0
8511-4450-41361 I/P Psych-Medi-Cal	0	0	0	0	0	0	0	0	0	0	5,200	4,472	0
8511-4470-41361 I/P Psych-Medi-Cal	0	0	0	0	0	0	0	0	0	0	19,701	2,222	0
8511-4471-41361 I/P Psych-Medi-Cal	1,033	1,113	1,503	539	1,097	2,039	1,588	899	1,390	1,816	1,264	2,281	97
8511-4500-41361 I/P Psych-Medi-Cal	351,096	400,700	497,995	356,513	358,776	357,996	349,236	334,953	319,390	417,730	388,669	419,540	390,552
8511-4609-41361 I/P Psych-Medi-Cal	264	322	344	76	35	605	885	(275)	0	82	83	14	0
8511-4620-41361 I/P Psych-Medi-Cal	0	0	0	0	0	0	0	0	0	0	0	852	1,102
8511-4640-41361 I/P Psych-Medi-Cal	0	0	0	0	0	242	242	0	(242)	0	0	0	0
8511-4570-41361 I/P Psych-Medi-Cal	0	0	0	3,292	0	0	0	0	0	0	0	428	0
8511-4573-41361 I/P Psych-Medi-Cal	0	0	0	10,561	0	0	0	0	0	0	0	1,443	0
8511-4591-41361 I/P Psych-Medi-Cal	1,560	8,276	9,838	7,280	3,640	12,436	11,916	5,720	8,240	10,356	4,160	13,621	14,040
8511-4620-41361 I/P Psych-Medi-Cal	0	0	0	0	0	0	1,581	0	1,581	0	0	0	0
8511-4630-41361 I/P Psych-Medi-Cal	1,626	4,889	8,067	7,603	6,031	10,114	11,336	5,679	1,998	4,681	9,073	11,681	7,783
8511-4650-41361 I/P Psych-Medi-Cal	0	0	0	0	0	0	0	0	0	0	0	8,287	0
8511-4680-41361 I/P Psych-Medi-Cal	0	0	0	0	0	6,083	6,083	0	0	0	0	0	0
8511-4670-41361 I/P Psych-Medi-Cal	0	4,005	0	3,350	1,498	3,169	3,424	1,990	5,833	3,680	1,608	3,818	8,211
8511-4680-41361 I/P Psych-Medi-Cal	8,218	27,813	20,810	18,529	12,327	9,889	12,351	16,460	4,105	11,428	12,361	62,245	18,325
8511-4710-41361 I/P Psych-Medi-Cal	108,660	137,193	124,830	103,798	111,827	108,958	98,931	109,763	92,107	104,336	106,582	148,212	113,506
8511-4720-41361 I/P Psych-Medi-Cal	1,148	2,357	3,404	1,716	1,962	2,722	2,523	2,656	5,712	6,936	3,672	6,588	10,885
8511-4775-41361 I/P Psych-Medi-Cal	0	0	0	0	1,107	0	4,966	0	918	0	4,336	2,333	4,247
Total Medi-Cal	926,111	1,101,881	1,191,038	938,962	940,129	1,004,890	878,697	1,058,205	905,799	1,142,164	1,223,097	1,398,178	1,147,274
Medi-Cal MgdCare:													
1-4010-41362 I/P Psych-Medi-Cal MgdCare	7,540	0	7,898	0	2,916	0	8,410	0	8,830	10,300	6,557	4,852	0
11-4087-41362 I/P Psych-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	1,438
8511-4183-41362 I/P Psych-Medi-Cal MgdCare	0	0	0	0	0	0	8,874	0	0	0	0	0	0
8511-4400-41362 I/P Psych-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	0	7,807	0	25,268
8511-4420-41362 I/P Psych-Medi-Cal MgdCare	0	0	0	0	18,058	0	0	0	0	0	0	0	0
8511-4427-41362 I/P Psych-Medi-Cal MgdCare	0	0	0	0	2,450	0	0	0	0	0	0	0	0
8511-4450-41362 I/P Psych-Medi-Cal MgdCare	0	0	0	0	1,407	0	0	0	0	0	0	0	0
8511-4470-41362 I/P Psych-Medi-Cal MgdCare	0	0	0	0	2,244	0	0	0	0	0	0	0	0
8511-4471-41362 I/P Psych-Medi-Cal MgdCare	0	0	0	0	0	0	248	0	0	0	683	0	1,497
8511-4500-41362 I/P Psych-Medi-Cal MgdCare	3,965	274	5,154	4,950	1,064	3,813	10,603	0	1,826	4,142	5,625	1,093	8,857
8511-4609-41362 I/P Psych-Medi-Cal MgdCare	0	0	0	0	0	14	0	0	0	0	0	0	39
8511-4620-41362 I/P Psych-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	845
8511-4581-41362 I/P Psych-Medi-Cal MgdCare	520	0	4,838	5,676	0	0	5,156	0	520	12,577	0	0	520
8511-4620-41362 I/P Psych-Medi-Cal MgdCare	0	0	0	0	0	957	0	0	0	0	0	0	0
8511-4630-41362 I/P Psych-Medi-Cal MgdCare	483	0	483	0	0	0	506	0	0	506	0	0	506
8511-4680-41362 I/P Psych-Medi-Cal MgdCare	0	0	6,083	0	0	0	0	0	0	0	0	0	0
8511-4670-41362 I/P Psych-Medi-Cal MgdCare	0	0	0	2,008	0	0	1,990	0	0	0	0	0	0
8511-4680-41362 I/P Psych-Medi-Cal MgdCare	0	0	0	0	0	13,042	12,434	0	4,109	0	0	0	9,903
8511-4710-41362 I/P Psych-Medi-Cal MgdCare	606	203	254	1,838	1,439	1,025	2,465	788	819	2,310	2,465	843	2,268
8511-4720-41362 I/P Psych-Medi-Cal MgdCare	0	0	423	0	0	0	0	0	0	0	2,040	0	0
8511-4775-41362 I/P Psych-Medi-Cal MgdCare	0	0	1,142	0	0	0	3,335	0	0	0	1,468	0	0
Total Medi-Cal MgdCare	13,084	477	26,053	14,473	27,578	18,851	54,218	788	16,703	29,835	26,685	6,868	50,869
Medi-Cal Risk:													
8511-4010-41363 I/P Psych-Medi-Cal At Risk	3,537	0	0	0	0	0	4,441	0	0	0	0	0	0
8511-4183-41363 I/P Psych-Medi-Cal At Risk	0	0	0	0	0	31,059	0	0	0	0	0	0	0
8511-4471-41363 I/P Psych-Medi-Cal At Risk	0	0	0	0	0	194	97	0	0	0	0	0	0
8511-4500-41363 I/P Psych-Medi-Cal At Risk	1,514	0	0	0	0	54,544	3,557	0	0	0	0	0	0
8511-4609-41363 I/P Psych-Medi-Cal At Risk	0	0	0	0	0	129	0	0	0	0	0	0	0
8511-4640-41363 I/P Psych-Medi-Cal At Risk	0	0	0	0	0	726	0	0	0	0	0	0	0
8511-4570-41363 I/P Psych-Medi-Cal At Risk	0	0	0	0	0	74,347	0	0	0	0	0	0	0
8511-4691-41363 I/P Psych-Medi-Cal At Risk	0	0	0	0	0	6,076	0	0	0	0	0	0	0
8511-4630-41363 I/P Psych-Medi-Cal At Risk	483	0	0	0	0	1,449	0	0	0	0	0	0	0
8511-4650-41363 I/P Psych-Medi-Cal At Risk	0	0	0	0	0	6,085	0	0	0	0	0	0	0
8511-4680-41363 I/P Psych-Medi-Cal At Risk	0	0	0	0	0	4,109	0	0	0	0	0	0	0
8511-4690-41363 I/P Psych-Medi-Cal At Risk	0	0	0	0	0	0	1,399	0	0	0	0	0	0
8511-4710-41363 I/P Psych-Medi-Cal At Risk	1,855	0	0	0	0	40,122	431	0	0	0	0	0	0
8511-4720-41363 I/P Psych-Medi-Cal At Risk	12,422	0	0	0	0	0	0	0	0	0	0	0	0
8511-4775-41363 I/P Psych-Medi-Cal At Risk	0	0	0	0	0	6,602	0	0	0	0	0	0	0
Total Medi-Cal Risk	19,811	0	0	0	0	225,442	9,922	0	0	0	0	0	0
Other Govt:													
8511-4010-41381 I/P Psych-Other Govt FFS	4,685	0	0	0	0	0	0	0	5,465	0	0	0	0
8511-4500-41381 I/P Psych-Other Govt FFS	2,664	0	0	0	0	0	0	0	1,093	0	0	0	0
8511-4591-41381 I/P Psych-Other Govt FFS	520	0	0	0	0	0	0	0	0	0	0	0	0
8511-4630-41381 I/P Psych-Other Govt FFS	660	0	0	0	0	0	0	0	0	0	0	0	0
8511-4710-41381 I/P Psych-Other Govt FFS	620	0	0	0	0	0	0	0	108	0	0	0	0
Total Other Govt	9,149	0	0	0	0	0	0	0	6,666	0	0	0	0
ly Indigent:													
8511-4010-41371 I/P Psych-County Indigent	0	0	0	0	11,494	0	0	0	0	0	0	0	0
8511-4500-41371 I/P Psych-County Indigent	0	0	0	0	5,743	2,715	0	0	0	825	0	0	0

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8511-4630-41371 I/P Psych-County Indigent	0	0	0	0	483	0	0	0	0	0	0	0	0
8511-4680-41371 I/P Psych-County Indigent	0	0	0	0	2,524	0	0	0	0	0	0	0	0
8511-4710-41371 I/P Psych-County Indigent	0	0	0	69	698	20	0	5	0	5	0	0	0
Total County Indigent	0	0	0	69	20,938	2,735	0	5	0	930	0	0	0
Psych-Other													
8511-4420-41392 I/P Psych-Other MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	17,810
8511-4427-41392 I/P Psych-Other MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	3,063
8511-4450-41392 I/P Psych-Other MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	2,262
8511-4470-41392 I/P Psych-Other MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	342
8511-4500-41392 I/P Psych-Other MgdCare	0	1,340	0	0	0	0	0	0	0	0	0	3,613	1,239
8511-4520-41392 I/P Psych-Other MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	729
8511-4591-41392 I/P Psych-Other MgdCare	0	0	0	0	0	0	0	0	0	0	0	620	0
8511-4710-41392 I/P Psych-Other MgdCare	0	501	0	0	0	0	0	13	22	0	0	538	1,492
8511-4720-41392 I/P Psych-Other MgdCare	0	0	0	0	0	0	0	0	0	0	0	818	0
Total Psych-Other	0	1,841	0	0	0	0	0	13	22	0	0	5,485	26,937
Total Psych	**1,289,133**	**1,566,330**	**1,537,917**	**1,205,026**	**1,341,637**	**1,642,003**	**1,226,310**	**1,385,872**	**1,151,855**	**1,571,666**	**1,583,195**	**1,846,337**	**1,409,699**
Total Gross Inpatient Revenue	**110,130,689**	**111,083,870**	**117,014,701**	**110,685,593**	**118,463,082**	**113,570,484**	**117,610,481**	**124,365,001**	**111,857,099**	**119,773,233**	**108,605,998**	**114,681,072**	**111,055,893**
Gross Outpatient Revenue:													
Outpatient:													
Self Pay													
8511-3181-44501 O/P-Self Pay	0	0	0	0	0	18,004	5,131	0	2,821	9,751	0	0	3,241
8511-4010-44501 O/P-Self Pay	12,338	10,833	27,075	14,712	9,142	7,913	21,315	8,321	20,860	20,888	568	1,704	9,384
8511-4076-44501 O/P-Self Pay	0	1,417	1,476	547	1,513	2,116	1,077	990	2,469	602	2,220	2,986	2,122
8511-4087-44501 O/P-Self Pay	23,250	9,420	18,380	10,234	12,861	17,451	20,617	14,634	17,818	12,488	7,107	12,344	17,137
8511-4400-44501 O/P-Self Pay	69,138	88,659	84,808	43,794	73,214	59,565	83,352	94,729	69,880	67,593	51,614	49,658	77,251
8511-4420-44501 O/P-Self Pay	0	0	0	0	0	21,318	19,564	0	0	0	0	7,471	0
8511-4427-44501 O/P-Self Pay	0	0	0	0	0	2,450	3,063	0	0	0	0	0	0
8511-4450-44501 O/P-Self Pay	0	0	0	0	0	2,478	2,548	0	0	0	0	364	0
8511-4470-44501 O/P-Self Pay	0	0	0	0	0	11,013	6,378	0	0	0	0	954	0
8511-4471-44501 O/P-Self Pay	321	198	330	311	132	582	214	132	378	528	330	198	396
8511-4500-44501 O/P-Self Pay	8,781	11,828	13,729	9,883	16,078	10,163	12,482	7,970	21,076	10,171	6,807	2,923	10,724
8511-4509-44501 O/P-Self Pay	0	261	0	47	16	0	0	0	0	108	0	0	0
8511-4520-44501 O/P-Self Pay	0	0	845	258	0	552	552	0	0	0	0	0	0
8511-4540-44501 O/P-Self Pay	0	0	0	0	0	0	0	0	1,694	0	0	0	0
1-4570-44501 O/P-Self Pay	1,408	0	0	0	0	0	0	0	0	0	0	0	0
1-4573-44501 O/P-Self Pay	7,039	0	0	0	0	0	0	0	0	0	0	0	0
11-4591-44501 O/P-Self Pay	520	2,600	0	520	12,352	4,636	520	520	4,636	0	0	0	520
8511-4630-44501 O/P-Self Pay	(969)	660	483	1,320	1,588	483	508	508	691	0	569	0	0
8511-4680-44501 O/P-Self Pay	0	0	0	0	0	6,093	0	0	6,718	0	0	0	0
8511-4670-44501 O/P-Self Pay	0	2,884	2,471	5,408	0	2,008	2,983	2,810	4,600	5,220	1,626	0	1,320
8511-4680-44501 O/P-Self Pay	0	4,040	6,529	17,855	1,671	0	6,261	0	182	0	0	0	0
8511-4690-44501 O/P-Self Pay	0	0	0	0	0	0	0	0	0	0	633	0	0
8511-4710-44501 O/P-Self Pay	3,479	839	585	1,925	3,476	1,773	4,057	535	2,257	1,858	182	622	365
8511-4720-44501 O/P-Self Pay	11,090	0	0	0	616	423	0	0	0	0	0	0	0
8511-4775-44501 O/P-Self Pay	0	0	0	0	0	0	0	0	824	0	0	0	0
8511-4801-44501 O/P-Self Pay	0	0	0	0	0	0	0	0	0	180	0	0	0
Total Self Pay	138,678	111,699	140,014	108,810	132,857	168,970	189,627	130,847	159,114	129,197	71,699	79,124	119,480
Comm MgdCare													
8511-3181-44522 O/P-Comm MgdCare	26,138	52,605	25,613	9,408	35,966	34,104	14,959	38,398	14,210	42,686	15,613	47,740	28,973
8511-4010-44522 O/P-Comm MgdCare	26,041	6,404	30,167	8,788	34,372	24,842	26,748	30,133	41,325	22,540	13,969	53,047	33,269
8511-4076-44522 O/P-Comm MgdCare	11,614	21,508	49,258	39,568	51,460	47,840	37,286	54,463	44,261	96,582	67,123	55,420	53,757
8511-4080-44522 O/P-Comm MgdCare	35,845	18,894	31,807	29,982	41,990	34,027	45,894	68,803	64,059	48,472	59,936	60,460	60,220
8511-4087-44522 O/P-Comm MgdCare	33,579	30,823	31,910	23,191	20,554	12,620	29,610	27,409	11,756	40,103	30,895	26,763	38,829
8511-4090-44522 O/P-Comm MgdCare	0	0	0	0	0	5,844	6,858	18,432	13,824	5,812	27,648	0	0
8511-4183-44522 O/P-Comm MgdCare	0	0	0	0	0	5,574	0	0	0	0	0	0	0
8511-4400-44522 O/P-Comm MgdCare	109,927	68,701	98,059	71,197	73,117	43,076	74,660	92,958	30,226	126,784	98,145	98,384	147,210
8511-4420-44522 O/P-Comm MgdCare	809,147	706,078	688,773	810,572	998,116	728,769	585,488	853,826	720 165	626,456	684,474	922,224	808,114
8511-4427-44522 O/P-Comm MgdCare	87,188	77,390	80,452	71,264	108,426	79,638	76,227	69 854	97,014	126,108	81,854	125,352	104,418
8511-4429-44522 O/P-Comm MgdCare	1,600	0	1,726	0	1,180	3,328	1,600	0	900	2,695	0	0	0
8511-4450-44522 O/P-Comm MgdCare	87,746	87,938	88,859	59,997	67,209	76,785	73,981	79,468	89,338	99,658	73,870	102,830	102,268
8511-4470-44522 O/P-Comm MgdCare	124,520	138,684	151,026	201,449	228,666	182,177	252,143	94,017	184,810	206,887	88,975	183,105	125,560
8511-4471-44522 O/P-Comm MgdCare	1,103	1,106	1,638	5,252	2,927	1,702	2,080	1,344	917	2,461	3,693	1,278	1,756
8511-4500-44522 O/P-Comm MgdCare	107,267	67,704	178,468	168,105	123,665	97,610	98,825	98,875	85,570	89,891	142,696	142,544	102,456
8511-4509-44522 O/P-Comm MgdCare	5	116	26	119	127	30	39	140	287	187	228	19	62
8511-4520-44522 O/P-Comm MgdCare	47,165	43,894	55,140	54,848	49,441	56,380	53,690	46,914	60,005	71,621	66,453	71,888	56,824
8511-4540-44522 O/P-Comm MgdCare	3,146	0	1,210	1,189	988	726	484	484	0	484	1,375	1,210	0
8511-4570-44522 O/P-Comm MgdCare	84,714	294,980	109,473	54,850	16,922	260,334	219,947	22,299	36,436	556,409	288,389	288,890	(57,178)
8511-4573-44522 O/P-Comm MgdCare	14,653	44,445	43,843	48,058	(5,654)	0	20,378	20,881	4,484	29,604	28,161	0	47,873
8511-4591-44522 O/P-Comm MgdCare	37,610	43,978	63,298	31,448	52,544	39,275	28,097	33,365	48,748	44,791	38,310	48,560	11,820
8511-4620-44522 O/P-Comm MgdCare	0	0	0	0	0	0	0	0	0	0	0	1,581	1,581
8511-4630-44522 O/P-Comm MgdCare	148,370	110,123	112,208	113,737	131,913	88,940	58,803	53,681	91,310	78,274	88,508	74,218	95,128
8511-4642-44522 O/P-Comm MgdCare	5,898	60,715	67,269	70,455	43,023	1,638	72,901	372,088	462,245	284,994	309,796	142,671	29,264
8511-4650-44522 O/P-Comm MgdCare	23,343	24,137	27,216	19,380	38,087	9,464	14,760	9,746	11,159	11,512	0	26,261	21,743
8511-4660-44522 O/P-Comm MgdCare	79,585	70,262	76,046	58,972	101,612	27,895	84,706	22,947	55,593	114,741	39,040	104,443	60,744
8511-4670-44522 O/P-Comm MgdCare	120,508	77,776	78,205	96,183	47,535	77,994	88,329	39,201	39,618	50,296	56,517	49,906	94,602
8511-4680-44522 O/P-Comm MgdCare	67,598	104,023	170,835	121,905	144,951	98,261	126,899	78,478	123,273	143,368	178,521	116,112	184,198
8511-4690-44522 O/P-Comm MgdCare	176,788	168,137	178,671	207,834	197,248	170,339	120,538	121,893	91,815	67,372	67,538	85,598	100,334
8511-4710-44522 O/P-Comm MgdCare	48,612	83,398	73,740	88,305	98,622	72,110	81,377	58,990	88,305	74,385	73,087	78,547	84,165
8511-4720-44522 O/P-Comm MgdCare	616	3,615	(22,362)	54,612	25,353	14,660	5,916	2,525	1,808	10,123	48,442	11,685	7,105
8511-4730-44522 O/P-Comm MgdCare	0	9,199	17,507	8,865	20,474	30,950	9,617	10,561	4,731	5,169	36,330	11,923	8,456
8511-4760-44522 O/P-Comm MgdCare	83,249	78,185	81,698	54,295	90,880	64,434	100,684	82,289	111,705	144,579	136,817	167,343	137,247
8511-4775-44522 O/P-Comm MgdCare	24,854	24,040	22,404	14,667	22,083	25,524	4,046	34,625	29,186	40,064	41,998	28,404	29,302
8511-4801-44522 O/P-Comm MgdCare	360	0	0	0	0	0	0	0	0	0	0	0	0
Total Comm MgdCare	2,427,424	2,468,614	2,591,317	2,395,084	2,809,973	2,440,048	2,385,817	2,533,743	2,807,081	3,484,223	2,821,032	3,205,383	2,475,880
Comp													
8511-4010-44531 O/P-W/C	72,383	64,884	68,493	42,234	69,414	59,237	51,275	38,092	47,493	34,143	45,085	38,907	44,611

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
6811-4070-44531 O/P-W/C	0	0	230	0	1,425	0	1 549	300	2,221	300	1,619	300	(1,007)
6811-4420-44531 O/P-W/C	0	0	0	0	33,866	34,348	0	0	0	0	0	0	0
6811-4427-44531 O/P-W/C	0	0	0	0	1,838	2,248	0	0	0	0	0	0	0
6811-4450-44531 O/P-W/C	0	0	0	0	3,339	2,163	0	0	0	0	0	0	0
6811-4470-44531 O/P-W/C	0	0	464	0	4,087	358	0	0	0	0	0	0	0
6811-4471-44531 O/P-W/C	529	216	1,039	5,423	634	1,512	105	0	784	488	432	388	2,457
6811-4500-44531 O/P-W/C	32,408	29,295	21,212	21,342	19,370	41,477	28,426	48,385	50,068	31,854	40,639	38,420	23,042
6811-4509-44531 O/P-W/C	0	0	0	0	0	0	0	0	5	0	39	52	79
6811-4581-44531 O/P-W/C	6,186	5,186	1,560	0	5,676	1,040	1,040	1,040	16,508	5,156	1,560	1,560	5,676
6811-4630-44531 O/P-W/C	11,807	14,249	12,782	4,484	13,601	21,913	17,382	9,783	11,439	11,452	8,359	9,088	15,618
6811-4650-44531 O/P-W/C	1 910	0	0	0	0	0	0	0	0	0	0	0	0
6811-4670-44531 O/P-W/C	0	2,677	0	0	1,371	0	1,591	0	0	0	0	0	0
6811-4680-44531 O/P-W/C	31,286	21,984	31,016	15,508	15,508	40,003	14,012	4,293	27,970	23,675	27,369	18,586	0
6811-4710-44531 O/P-W/C	1,911	3,557	2,696	1,147	2,020	2,198	234	401	2,391	212	1,172	725	518
6811-4720-44531 O/P-W/C	0	7,429	0	816	0	0	0	0	408	0	0	0	0
6811-4730-44531 O/P-W/C	932	0	0	1,111	0	0	0	0	0	0	0	0	0
6811-4775-44531 O/P-W/C	13,433	15,406	9,215	3,898	4,214	4,427	26,092	51,432	44,361	49,888	37,884	38,795	33,198
Total W/C Comp	172,774	164,533	149,707	98,961	178,383	210,920	140,706	151,726	203,646	156,854	184,128	141,808	127,183
Medicare													
6811-3151-44541 O/P-Medicare	12,978	8,974	7,427	17,184	16,639	8,837	8,797	23,135	40,623	40,286	15,803	56,553	20,165
6811-4010-44541 O/P-Medicare	10,155	9,718	30,630	23,741	15,206	23,866	12,042	33,745	38,703	24,833	19,972	47,455	23,505
6811-4078-44541 O/P-Medicare	4,914	14,457	13,281	13,918	33,854	29,854	20,491	41,154	16,991	45,147	30,283	36,197	25,487
6811-4080-44541 O/P-Medicare	73,157	84,802	85,852	87,826	77,810	87,561	84,685	89,170	106,711	100,696	144,994	126,242	79,438
6811-4087-44541 O/P-Medicare	1,260	0	1,760	0	3,660	0	0	1,509	1,509	3,444	0	5,160	1,509
6811-4090-44541 O/P-Medicare	0	0	1,948	8,844	11,888	29,220	0	3,898	0	6,912	46 080	0	0
6811-4183-44541 O/P-Medicare	4,437	0	8,874	4,437	0	17,748	13,311	(8,874)	4,437	0	0	4,437	4,437
6811-4400-44541 O/P-Medicare	2,895	0	0	0	4,103	3,174	3,131	0	6,262	3,131	3,131	1,855	3,131
6811-4420-44541 O/P-Medicare	174,004	231,773	250,170	290,022	351,826	148,422	223,707	164,039	370,312	147,184	270,997	160,238	359,678
6811-4427-44541 O/P-Medicare	24,094	27,756	24,092	39,202	34,100	14,498	31,655	24,252	48,719	12,510	38,799	21,857	36,507
6811-4429-44541 O/P-Medicare	17,726	3,668	420	4,800	2,780	1,726	4,295	3,328	4,495	900	5,390	2,698	7,314
6811-4450-44541 O/P-Medicare	18,191	20,580	24,601	28,413	38,287	12,726	27,886	27,677	48,526	15,210	27,248	22,074	48,776
6811-4470-44541 O/P-Medicare	44,177	79,578	104,328	52,341	124,088	23,797	83,498	67,871	122,047	35,676	169,080	18,848	135,641
6811-4471-44541 O/P-Medicare	447	1,922	2,469	1,353	1,240	1,638	1,334	1,454	1,384	268	1,878	1,286	660
6811-4500-44541 O/P-Medicare	75,014	85,815	79,854	113,028	73,522	100,851	87,629	91,508	100,285	98,272	89,756	99,478	79,248
6811-4509-44541 O/P-Medicare	0	302	105	68	106	169	42	48	140	19	(3)	11	14
6811-4520-44541 O/P-Medicare	19,391	20,840	11,011	10,454	34,309	4,748	8,677	14,103	18,549	10,882	18,244	13,908	19,481
6811-4540-44541 O/P-Medicare	4,598	740	1,588	1,335	2,178	1,694	484	242	968	1,452	968	726	0
6811-4570-44541 O/P-Medicare	131,195	103,729	88,895	316,920	58,991	237,718	550,601	257,728	60,806	68,253	119,588	59,081	53,768
6811-4573-44541 O/P-Medicare	53,200	49,996	29,238	34,345	48,988	3,522	106,337	58,678	2,386	57,714	96,419	65,421	47,149
6811-4591-44541 O/P-Medicare	48,778	29,637	25,612	26,156	38,715	32,354	14,021	18,089	11,665	8,888	24,264	23,477	47,706
6811-4630-44541 O/P-Medicare	84,022	61,434	79,848	69,260	70,868	58,886	63,815	56,440	58,927	84,291	84,722	77,848	67,752
6811-4642-44541 O/P-Medicare	201,089	273,471	361,114	285,333	364,387	293,418	423,242	416,387	415,935	329,727	290,482	432,248	482,629
11-4650-44541 O/P-Medicare	63,319	43,235	37,184	17,290	51,119	18,132	30,660	10,122	14,365	19,858	14,894	41,001	57,927
1-4660-44541 O/P-Medicare	129,614	53,730	78,752	64,056	124,724	48,778	58,362	114,368	74,754	57,088	141,848	152,240	114,884
1-4670-44541 O/P-Medicare	44,620	44,333	76,404	67,842	61,266	68,994	52,080	58,850	68,006	81,561	109,890	183,644	113,072
11-4680-44541 O/P-Medicare	218,128	127,628	104,850	118,159	121,891	136,362	136,224	192,994	272,788	257,530	183,261	253,728	172,549
6811-4690-44541 O/P-Medicare	67,469	26,687	40,678	84,006	105,887	44,247	41,684	57,850	68,328	82,799	53,115	84,879	67,262
6811-4710-44541 O/P-Medicare	38,841	38,758	41,542	32,077	46,434	27,173	31,924	38,668	34,759	16,398	31,768	39,958	37,257
6811-4720-44541 O/P-Medicare	1,841	41,160	10,148	893	13,392	1,709	3,122	27,636	8,254	18,629	24,922	6,398	5,458
6811-4722-44541 O/P-Medicare	0	0	5,583	0	0	0	0	0	0	0	0	0	0
6811-4730-44541 O/P-Medicare	17,674	14,365	7,847	1,338	13,117	898	4,915	27,287	13,274	11,439	24,317	4,837	1,742
6811-4760-44541 O/P-Medicare	2,503	7,884	10,303	7,807	11,264	5,211	3,520	9,752	26,348	6,481	23,831	3,723	35,220
6811-4775-44541 O/P-Medicare	26,105	16,260	30,394	37,673	47,365	43,188	26,048	31,297	32,743	54,572	43,832	26,408	38,879
Total Medicare	1,843,699	1,491,388	1,698,404	1,810,472	1,997,168	1,525,245	2,134,887	2,009,309	2,082,998	1,710,141	2,143,306	2,068,603	2,194,834
Medicare MgdCare:													
6811-3151-44542 O/P-Medicare MgdCare	45,717	160,531	70,413	38,080	35,217	39,473	9,737	71,860	49,350	37,778	45,387	91,854	18,606
6811-4010-44542 O/P-Medicare MgdCare	44,551	51,557	31,536	46,472	26,081	27,584	33,852	48,188	45,369	39,438	30,990	42,928	53,260
5511-4078-44542 O/P-Medicare MgdCare	8,147	12,381	35,129	21,563	34,687	33,504	38,994	39,096	87,269	30,094	27,824	37,360	28,219
6811-4080-44542 O/P-Medicare MgdCare	22,750	8,027	22,253	16,005	21,786	34,514	33,519	27,043	35,566	48,646	56,000	94,110	58,253
6811-4087-44542 O/P-Medicare MgdCare	0	1,673	3,111	0	2,728	0	0	0	0	0	0	0	0
6811-4090-44542 O/P-Medicare MgdCare	0	0	0	0	0	0	0	5,844	0	6,912	0	0	0
6811-4183-44542 O/P-Medicare MgdCare	4,437	0	0	13,311	4,437	8,874	0	4,437	8,874	0	17,748	0	0
6811-4400-44542 O/P-Medicare MgdCare	0	3,570	7,361	2,895	6,839	3,174	0	0	0	0	0	0	0
6811-4420-44542 O/P-Medicare MgdCare	161,341	170,699	291,782	238,982	354,038	231,420	231,471	173,368	388,543	225,739	281,387	288,350	243,438
6811-4427-44542 O/P-Medicare MgdCare	17,766	16,818	34,710	24,502	34,300	26,342	33,750	12,000	39,570	25,020	26,338	22,484	14,043
6811-4429-44542 O/P-Medicare MgdCare	5,140	0	4,226	5,700	0	0	2,780	0	3,885	0	1,726	2,695	0
6811-4450-44542 O/P-Medicare MgdCare	13,187	15,248	30,639	21,567	37,002	25,439	33,468	18,210	64,995	29,536	37,776	31,788	30,914
6811-4470-44542 O/P-Medicare MgdCare	12,046	81,843	72,684	162,442	111,141	71,220	108,542	36,603	105,792	68,575	51,096	177,632	60,819
6811-4471-44542 O/P-Medicare MgdCare	2,152	2,732	2,064	2,727	2,604	1,708	1,816	1,384	2,201	2,365	3,816	1,718	1,585
6811-4500-44542 O/P-Medicare MgdCare	79,172	60,981	60,906	111,585	82,395	81,321	98,408	92,607	113,706	64,799	75,816	94,050	114,015
6811-4509-44542 O/P-Medicare MgdCare	19	58	68	(24)	(126)	0	19	113	35	0	94	31	11
6811-4520-44542 O/P-Medicare MgdCare	25,733	13,347	34,668	20,784	31,619	29,447	19,084	12,022	25,825	20,414	29,234	42,685	14,668
6811-4540-44542 O/P-Medicare MgdCare	3,622	3,146	1,431	1,694	484	1,016	484	1,452	1,694	484	726	968	1,694
6811-4570-44542 O/P-Medicare MgdCare	216,878	208,260	49,315	26,485	37,920	269,015	583,441	22,111	20,205	508,351	39,271	168,134	122,715
6811-4573-44542 O/P-Medicare MgdCare	22,560	13,181	30,326	82,898	11,388	69,734	42,103	15,521	25,856	44,272	16,864	30,848	42,851
6811-4591-44542 O/P-Medicare MgdCare	63,437	55,591	47,344	37,650	25,376	37,129	44,815	54,768	61,956	60,453	37,682	61,956	79,834
6811-4620-44542 O/P-Medicare MgdCare	0	0	0	0	0	0	0	0	1,561	0	0	0	0
6811-4630-44542 O/P-Medicare MgdCare	10,751	34,112	33,058	17,650	21,703	32,736	19,437	23,577	24,303	16,828	19,868	24,113	14,303
6811-4642-44542 O/P-Medicare MgdCare	354,807	325,078	332,423	148,460	270,612	349,090	574,910	221,475	368,676	741,730	851,008	496,983	290,708
6811-4650-44542 O/P-Medicare MgdCare	35,048	22,535	41,103	20,757	51,237	38,270	19,530	37,367	9,748	24,486	16,379	76,348	58,483
6811-4660-44542 O/P-Medicare MgdCare	32,483	37,048	7,222	35,868	48,994	17,804	26,797	0	48,936	53,000	0	21,264	38,922
6811-4670-44542 O/P-Medicare MgdCare	42,042	31,117	34,870	20,038	12,668	9,264	12,972	30,105	30,978	17,204	11,227	36,003	42,818
6811-4680-44542 O/P-Medicare MgdCare	59,217	29,655	105,518	30,168	90,731	52,711	99,791	52,190	63,218	69,220	84,381	88,375	54,535
6811-4690-44542 O/P-Medicare MgdCare	27,277	21,157	29,236	17,477	33,790	19,061	25,593	2,730	33,561	20,401	56,508	40,671	13,337
6811-4710-44542 O/P-Medicare MgdCare	29,371	38,774	48,921	34,138	60,010	92,878	44,698	37,893	51,883	36,338	56,026	45,805	40,283
6811-4720-44542 O/P-Medicare MgdCare	8,553	11,518	4,525	21,074	10,611	10,410	16,089	21,402	18,997	12,240	48,629	8,314	23,417
6811-4730-44542 O/P-Medicare MgdCare	8,234	10,399	18,268	5,525	5,869	5,869	6,023	13,819	18,192	0	21,983	5,737	18,185
6811-4760-44542 O/P-Medicare MgdCare	71,647	48,848	67,421	60,967	75,570	58,788	47,259	44,292	83,058	48,694	61,842	98,889	84,403
6811-4775-44542 O/P-Medicare MgdCare	22,884	22,107	13,667	27,511	26,510	22,205	27,276	30,162	30,336	21,413	23,382	26,565	30,855
Total Medicare MgdCare	1,484,327	1,506,879	1,597,059	1,312,995	1,570,173	1,667,762	2,236,154	1,148,525	1,790,488	2,264,230	1,758,091	2,140,184	1,570,118
edicare Risk.													
-3151-44543 O/P-Medicare At Risk	93,940	217,831	69,818	188,883	114,786	138,418	77,000	94,269	130,774	139,552	122,255	114,981	94,910
1-4010-44543 O/P-Medicare At Risk	55,838	79,069	44,691	48,871	68,270	49,138	84,823	120,756	85,122	37,762	30,474	88,840	31,534
6811-4078-44543 O/P-Medicare At Risk	8,278	18,875	51,374	24,948	33,738	39,069	29,599	61,977	32,231	36,283	15,302	33,007	6,248
6811-4080-44543 O/P-Medicare At Risk	18,607	5,543	14,309	27,567	33,457	36,185	17,405	57,591	56,916	50,993	54,408	60,264	23,565

Verity Healt Systems
St Francis Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8511-4087-44543 O/P-Medicare At Risk	1,290	2,953	0	0	0	0	0	0	0	0	0	0	0
8511-4090-44543 O/P-Medicare At Risk	0	0	0	0	0	0	0	6,912	9,216	18,128	20,736	0	0
8511-4183-44543 O/P-Medicare At Risk	8,874	0	0	8,874	(4,437)	4,437	13,311	8,874	4,437	8,874	4,437	13,311	4,437
8511-4400-44543 O/P-Medicare At Risk	8,281	7,168	3,810	0	0	0	0	0	0	0	0	0	0
8511-4420-44543 O/P-Medicare At Risk	397,429	354,732	502,919	418,008	420,833	303,974	237,164	250,720	468,211	328,013	405,776	438,852	881,880
8511-4427-44543 O/P-Medicare At Risk	39,814	41,684	48,554	46,350	61,236	33,488	35,838	30,891	56,123	49,269	59,742	41,868	89,882
8511-4429-44543 O/P-Medicare At Risk	1,726	7,630	4,926	4,926	4,926	4,926	6,021	5,390	12,112	6,912	7,812	7,425	0
8511-4450-44543 O/P-Medicare At Risk	31,882	33,495	45,276	42,126	67,200	41,498	42,820	29,042	56,110	44,146	51,882	50,778	91,052
8511-4470-44543 O/P-Medicare At Risk	180,817	128,447	460,503	103,375	371,880	156,535	54,638	71,134	146,115	69,551	52,364	149,370	138,039
8511-4471-44543 O/P-Medicare At Risk	3,640	6,767	3,608	3,217	3,403	3,411	7,503	4,449	3,509	4,347	1,895	4,588	4,494
8511-4500-44543 O/P-Medicare At Risk	113,324	144,427	143,062	181,033	184,687	185,974	170,634	191,713	212,355	116,110	127,834	193,616	138,292
8511-4509-44543 O/P-Medicare At Risk	0	100	902	42	14	51	411	565	314	113	113	409	52
8511-4520-44543 O/P-Medicare At Risk	32,447	30,430	47,468	78,831	36,845	31,745	34,758	33,225	28,123	35,247	48,538	32,086	72,952
8511-4540-44543 O/P-Medicare At Risk	726	4,598	678	2,585	2,904	2,178	3,388	1,210	2,468	726	968	968	0
8511-4570-44543 O/P-Medicare At Risk	205,675	76,682	186,939	181,692	79,534	486,726	198,468	81,901	201,572	101,743	86,258	371,012	408,569
8511-4573-44543 O/P-Medicare At Risk	53,235	62,712	85,510	21,803	43,603	61,387	85,926	26,887	82,292	15,521	75,841	34,799	73,899
8511-4591-44543 O/P-Medicare At Risk	40,515	60,792	47,158	67,501	61,708	60,189	46,765	98,039	61,376	71,790	48,578	105,924	82,563
8511-4620-44543 O/P-Medicare At Risk	0	0	1,914	0	957	957	0	1,581	0	3,162	1,581	1,581	0
8511-4630-44543 O/P-Medicare At Risk	47,518	29,590	37,694	39,200	40,317	32,838	38,345	23,235	29,684	14,726	17,168	20,467	28,746
8511-4642-44543 O/P-Medicare At Risk	241,532	305,200	256,484	193,442	221,402	124,138	300,518	251,337	288,832	212,637	222,919	132,639	62,873
8511-4650-44543 O/P-Medicare At Risk	0	4,044	4,043	7,774	3,832	1,667	14,488	10,484	0	19,201	13,970	18,687	16,589
8511-4660-44543 O/P-Medicare At Risk	36,730	79,234	27,416	0	50,080	30,948	29,856	26,277	11,572	33,193	17,593	38,514	41,113
8511-4670-44543 O/P-Medicare At Risk	84,125	85,038	137,838	125,256	107,142	85,841	38,764	31,191	37,758	28,052	19,889	41,769	19,483
8511-4680-44543 O/P-Medicare At Risk	41,048	32,510	47,889	58,857	69,770	38,944	40,747	102,526	54,851	67,098	37,252	51,041	120,884
8511-4690-44543 O/P-Medicare At Risk	8,262	4,016	20,808	29,999	10,665	24,007	8,604	14,350	12,981	23,286	11,189	37,434	21,445
8511-4710-44543 O/P-Medicare At Risk	45,335	57,080	64,325	70,259	48,384	57,866	63,708	59,292	73,039	49,378	55,170	54,019	74,707
8511-4720-44543 O/P-Medicare At Risk	1,224	3,687	10,215	11,688	15,381	21,040	37,920	28,928	27,771	13,071	16,397	28,407	18,684
8511-4730-44543 O/P-Medicare At Risk	0	0	1,438	8,487	10,672	0	5,769	0	5,744	0	0	5,737	2,601
8511-4760-44543 O/P-Medicare At Risk	115,714	144,851	233,837	243,922	223,838	136,026	157,477	140,841	103,851	101,250	201,882	166,363	198,013
8511-4775-44543 O/P-Medicare At Risk	13,247	11,621	16,083	9,117	15,219	16,869	14,081	19,017	18,485	15,727	12,409	26,323	17,882
Total Medicare Risk	1,909,348	2,020,844	2,627,674	2,233,784	2,418,228	2,173,884	1,871,529	1,884,544	2,324,434	1,708,775	1,853,827	2,387,548	2,575,306
Medi-Cal													
8511-3151-44551 O/P-Medi-Cal	2,296	3,451	0	0	0	9,317	0	9,751	0	0	0	4,602	0
8511-4010-44551 O/P-Medi-Cal	10,223	14,917	51,258	11,822	34,147	5,388	20,259	29,398	42,857	21,030	18,398	15,034	24,169
8511-4076-44551 O/P-Medi-Cal	0	1,788	1,716	230	3,248	3,047	8,880	5,564	1,420	1,120	3,680	3,688	1,380
8511-4080-44551 O/P-Medi-Cal	0	3,422	3,432	0	1,711	3,052	4,889	7,988	18,804	21,538	21,482	18,674	20,644
8511-4087-44551 O/P-Medi-Cal	189,826	147,641	162,165	129,111	174,860	150,448	102,384	129,188	130,421	132,309	122,644	87,509	125,882
8511-4093-44551 O/P-Medi-Cal	0	0	0	0	0	6,330	8,440	18,990	6,330	498	0	0	0
8511-4183-44551 O/P-Medi-Cal	0	0	0	0	0	0	4,437	8,874	0	0	0	0	0
8511-4288-44551 O/P-Medi-Cal	99,357	107,679	141,296	120,268	127,482	135,360	128,825	156,027	161,849	189,117	138,878	148,171	144,234
8511-4400-44551 O/P-Medi-Cal	494,390	425,202	413,983	343,921	409,208	501,815	381,983	461,417	443,498	414,174	448,050	331,585	444,156
8511-4420-44551 O/P-Medi-Cal	10,397	11,860	26,604	98,214	75,417	37,374	35,620	76,256	53,138	29,572	22,644	61,782	0
611-4427-44551 O/P-Medi-Cal	2,042	2,248	2,042	10,210	6,372	3,676	4,391	9,702	7 146	5,381	2,553	8,702	0
1-4429-44551 O/P-Medi-Cal	0	0	0	0	0	0	1,800	0	0	0	0	0	0
1-4450-44551 O/P-Medi-Cal	1,071	1,302	2,247	12,369	9,388	4,515	3,944	10,374	9,832	5,070	1,788	7,644	0
11-4470-44551 O/P-Medi-Cal	0	637	2,789	29,312	43,438	471	10,419	21,907	10,887	2,089	7,891	11,888	0
8511-4471-44551 O/P-Medi-Cal	1,475	1,122	1,118	1,241	1,567	1,122	1,056	1,473	2,001	1,188	1,915	1,220	1,883
8511-4500-44551 O/P-Medi-Cal	54,266	49,538	68,877	42,367	65,774	49,420	46,436	67,316	62,617	64,612	39,305	61,307	58,933
8511-4509-44551 O/P-Medi-Cal	441	(128)	2,643	113	16	31	46	35	11	259	22	0	282
8511-4520-44551 O/P-Medi-Cal	3,118	0	991	2,624	2,589	0	3,556	552	2,885	1,556	0	2,272	1,747
8511-4540-44551 O/P-Medi-Cal	0	0	0	0	0	0	484	484	0	0	0	0	0
8511-4570-44551 O/P-Medi-Cal	717	1,929	3,994	0	1,929	0	0	0	3,087	19,369	0	0	0
8511-4573-44551 O/P-Medi-Cal	7,039	8,482	26,972	0	8,857	0	0	0	6,782	0	0	0	0
8511-4591-44551 O/P-Medi-Cal	2,049	5,156	8,756	620	2,600	5,675	520	6,716	2,318	11,467	1,560	7,756	5,676
8511-4620-44551 O/P-Medi-Cal	0	0	0	0	0	0	0	0	0	0	0	0	3,182
8511-4630-44551 O/P-Medi-Cal	14,012	13,011	23,554	9,594	17,997	17,969	9,315	19,414	15,712	7,304	13,843	13,717	6,310
8511-4642-44551 O/P-Medi-Cal	175,322	233,183	271,138	230,468	89,832	208,907	95,544	250,142	193,986	135,773	234,546	581,832	418,048
8511-4650-44551 O/P-Medi-Cal	2,925	0	3,832	5,227	0	0	0	0	0	8,222	0	6,331	0
8511-4660-44551 O/P-Medi-Cal	0	0	0	0	0	0	0	0	0	8,385	5,509	0	14,660
8511-4670-44551 O/P-Medi-Cal	6,622	18,759	10,345	12,404	12,540	8,176	13,648	19,340	13,263	16,701	10,948	11,426	11,104
8511-4680-44551 O/P-Medi-Cal	27,511	4,165	20,342	10,481	46,380	12,483	15,045	11,524	19,757	24,821	23,722	34,116	35,871
8511-4690-44551 O/P-Medi-Cal	15,508	6,591	12,718	8,771	9,204	6,256	8,760	11,494	7,768	12,314	4,926	833	11,438
8511-4710-44551 O/P-Medi-Cal	5,299	5,299	6,470	14,737	20,123	12,384	(2,252)	9,118	7,821	10,098	5,182	5,320	9,075
8511-4720-44551 O/P-Medi-Cal	0	0	1,224	0	0	0	2,040	0	0	1,224	0	0	816
8511-4760-44551 O/P-Medi-Cal	3,930	0	0	7,862	9,717	4,389	0	0	3,309	0	0	3,778	0
8511-4775-44551 O/P-Medi-Cal	6,643	2,976	4,511	2,070	1,488	4,058	0	0	0	1,029	0	0	0
8511-4801-44551 O/P-Medi-Cal	180	0	180	0	0	900	532	0	720	180	180	900	720
Total Medi-Cal	1,135,254	1,070,407	1,274,828	1,100,035	1,173,727	1,198,294	907,026	1,344,992	1,229,758	1,141,506	1,126,125	1,411,781	1,337,380
Medi-Cal MgdCare.													
8511-3151-44552 O/P-Medi-Cal MgdCare	39,851	141,064	68,185	52,833	66,431	72,198	20,916	44,233	31,150	22,071	38,309	53,025	38,080
8511-4010-44552 O/P-Medi-Cal MgdCare	91,421	76,033	115,822	90,074	77,735	85,165	91,424	73,106	66,934	68,021	100,873	97,841	47,010
8511-4076-44552 O/P-Medi-Cal MgdCare	13,109	39,516	53,703	40,836	64,854	58,171	56,502	77,800	55,702	90,003	93,033	68,387	60,093
8511-4080-44552 O/P-Medi-Cal MgdCare	62,668	58,397	76,674	63,888	80,480	97,213	98,078	118,593	116,822	105,048	119,250	171,847	121,516
8511-4087-44552 O/P-Medi-Cal MgdCare	205,020	169,246	205,585	177,304	146,848	118,208	163,039	192,583	168,778	157,743	167,009	178,005	183,950
8511-4090-44552 O/P-Medi-Cal MgdCare	9,740	5,844	38,960	23,378	29,324	0	0	0	0	0	0	0	0
8511-4093-44552 O/P-Medi-Cal MgdCare	0	0	400	0	0	0	0	0	892	1,884	0	0	0
8511-4183-44552 O/P-Medi-Cal MgdCare	13,311	8,874	4,437	4,437	0	8,874	8,874	0	17,748	4,437	0	0	0
8511-4400-44552 O/P-Medi-Cal MgdCare	595,089	592,695	616,133	587,662	599,609	456,245	553,212	629,488	676,572	584,767	634,398	560,859	680,353
8511-4420-44552 O/P-Medi-Cal MgdCare	1,240,233	1,413,642	1,343,715	1,380,863	1,383,270	1,267,683	1,377,845	1,148,903	1,380,488	1,301,282	971,073	1,679,734	1,384,924
8511-4427-44552 O/P-Medi-Cal MgdCare	270,838	178,858	161,106	164,774	183,760	152,115	198,372	146,576	169,435	165,223	135,045	257,331	205,894
8511-4429-44552 O/P-Medi-Cal MgdCare	4,280	10,080	17,618	4,926	8,126	3,200	4,926	10,780	8,885	4,917	18,392	2,685	2,685
8511-4450-44552 O/P-Medi-Cal MgdCare	126,567	147,608	131,092	139,398	145,068	139,146	179,985	149,006	179,238	168,822	118,638	208,109	276,619
8511-4470-44552 O/P-Medi-Cal MgdCare	474,863	487,297	358,030	422,052	556,001	536,441	440,509	284,138	355,911	336,713	183,353	284,005	328,217
8511-4471-44552 O/P-Medi-Cal MgdCare	4,269	8,042	6,946	7,987	3,077	6,666	4,911	3,408	3,350	5,238	4,768	10,222	8,727
8511-4500-44552 O/P-Medi-Cal MgdCare	220,470	286,885	321,677	303,049	231,207	219,238	215,883	233,208	207,351	214,651	237,801	233,704	216,015
8511-4509-44552 O/P-Medi-Cal MgdCare	427	3,068	75	198	107	4,412	262	307	187	352	88	98	132
8511-4520-44552 O/P-Medi-Cal MgdCare	60,841	87,700	121,767	116,909	93,578	77,524	91,313	100,033	102,326	96,243	72,169	93,817	71,635
8511-4540-44552 O/P-Medi-Cal MgdCare	3,733	3,148	2,662	1,884	3,148	726	1,936	3,388	1,452	2,662	27,898	484	6,282
8511-4570-44552 O/P-Medi-Cal MgdCare	98,151	719,031	609,773	354,342	388,253	179,165	98,291	145,802	193,266	383,316	382,432	338,760	101,268
8511-4573-44552 O/P-Medi-Cal MgdCare	60,061	110,744	140,823	97,232	126,248	132,230	143,679	120,001	33,058	79,938	71,172	67,437	91,607
8511-4591-44552 O/P-Medi-Cal MgdCare	58,818	89,140	76,057	79,266	62,980	69,086	66,302	50,110	67,902	67,425	62,800	65,767	69,956
811-4620-44552 O/P-Medi-Cal MgdCare	0	0	0	0	0	957	0	1,581	0	0	0	0	0
-4630-44552 O/P-Medi-Cal MgdCare	106,550	92,019	147,339	87,454	70,956	76,911	61,825	87,745	83,763	94,173	77,718	101,162	54,763
-4642-44552 O/P-Medi-Cal MgdCare	233,718	276,811	383,844	203,482	111,675	186,332	418,469	532,019	404,701	615,203	783,218	583,855	648,660
1-4650-44552 O/P-Medi-Cal MgdCare	48,960	39,499	39,087	27,394	54,691	34,602	30,478	42,712	46,731	85,257	29,993	61,741	45,094
8511-4660-44552 O/P-Medi-Cal MgdCare	13,880	59,162	49,838	52,271	56,963	59,418	51,993	44,482	27,708	0	83,797	49,080	46,235
8511-4670-44552 O/P-Medi-Cal MgdCare	59,870	92,101	105,809	102,841	91,587	85,427	89,472	178,356	121,387	102,614	118,322	140,296	140,263

Verity Healt Systems
St Francis Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8511-4680-44552 O/P-Medi-Cal MgdCare	40,055	83,778	112,554	78,193	91,504	102,839	182,971	103,566	68,650	95,952	153,390	183,732	134,788
8511-4690-44552 O/P-Medi-Cal MgdCare	49,920	70,428	83,224	78,415	68,497	82,055	48,840	118,947	51,301	109,778	106,854	78,797	87,223
8511-4710-44552 O/P-Medi-Cal MgdCare	127,107	161,806	144,444	174,394	173,531	139,055	137,772	1,119,869	119,171	128,992	93,802	135,886	165,607
8511-4720-44552 O/P-Medi-Cal MgdCare	15,170	10,069	25,839	38,419	16,464	30,742	36,901	16,660	11,458	21,849	15,832	18,083	11,262
8511-4722-44552 O/P-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	0	0	758	0
8511-4730-44552 O/P-Medi-Cal MgdCare	33,133	14,687	39,180	10,640	9,044	37,787	14,689	21,100	21,959	44,703	22,124	29,772	8,126
8511-4760-44552 O/P-Medi-Cal MgdCare	153,617	201,815	385,883	227,220	248,907	139,172	171,148	178,416	177,884	227,395	152,685	164,582	239,858
8511-4775-44552 O/P-Medi-Cal MgdCare	20,733	27,876	35,749	18,312	21,786	16,711	17,613	22,292	18,668	20,874	28,753	15,262	22,336
8511-4801-44552 O/P-Medi-Cal MgdCare	0	0	0	360	180	0	180	0	0	180	180	360	0
Total Medi-Cal MgdCare	4,604,624	6,720,548	6,001,940	5,190,755	5,264,016	4,631,575	5,044,258	6,001,207	4,989,510	6,398,854	5,051,819	5,909,282	5,436,347
Medi-Cal Risk.													
8511-3151-44563 O/P-Medi-Cal At Risk	18,305	45,703	14,119	9,816	10,248	8,983	13,899	15,248	8,764	3,241	8,706	31,689	2,298
8511-4010-44563 O/P-Medi-Cal At Risk	14,884	15,606	42,489	9,499	16,681	7,231	32,492	10,016	12,163	15,476	5,807	4,823	1,060
8511-4078-44563 O/P-Medi-Cal At Risk	8,049	14,924	24,827	14,353	19,311	22,983	19,767	28,685	12,081	26,489	14,985	31,304	21,147
8511-4080-44563 O/P-Medi-Cal At Risk	5,384	5,384	9,581	21,187	14,722	6,114	21,690	31,004	15,408	20,934	19,954	29,486	21,539
8511-4087-44563 O/P-Medi-Cal At Risk	64,373	40,386	16,949	34,814	33,795	29,378	48,881	31,081	25,736	30,087	33,274	35,823	24,759
8511-4090-44563 O/P-Medi-Cal At Risk	0	0	11,688	15,564	8,740	0	0	0	0	0	0	0	0
8511-4183-44563 O/P-Medi-Cal At Risk	8,874	4,437	0	0	0	0	13,311	4,437	0	0	4,437	0	0
8511-4185-44563 O/P-Medi-Cal At Risk	0	0	40	0	0	0	0	0	0	0	0	0	0
8511-4400-44563 O/P-Medi-Cal At Risk	190,756	111,095	61,581	114,886	169,834	127,024	162,023	90,988	91,550	142,857	145,540	121,808	101,218
8511-4420-44563 O/P-Medi-Cal At Risk	391,571	351,436	526,611	339,814	609,115	532,269	343,611	418,266	416,901	436,229	521,789	342,924	378,859
8511-4427-44563 O/P-Medi-Cal At Risk	78,384	39,810	57,376	38,592	80,228	47,888	51,159	61,316	58,120	69,696	76,316	55,805	61,830
8511-4429-44563 O/P-Medi-Cal At Risk	0	0	0	1,726	0	1,800	0	0	7,190	2,895	4,421	6,085	0
8511-4450-44563 O/P-Medi-Cal At Risk	38,164	37,756	56,149	33,243	61,761	60,627	47,975	51,714	53,690	54,262	53,674	38,680	50,492
8511-4470-44563 O/P-Medi-Cal At Risk	197,597	218,671	83,754	72,747	210,290	142,398	124,235	122,837	105,320	75,352	123,026	71,594	53,317
8511-4471-44563 O/P-Medi-Cal At Risk	908	1,321	942	483	1,140	1,571	2,393	483	946	1,449	330	946	1,692
8511-4500-44563 O/P-Medi-Cal At Risk	52,690	54,619	56,340	70,388	52,753	45,628	55,203	38,158	68,000	70,672	51,819	40,624	29,330
8511-4508-44563 O/P-Medi-Cal At Risk	50	22	0	11	11	14	40	0	11	0	42	0	0
8511-4520-44563 O/P-Medi-Cal At Risk	27,036	24,399	68,782	28,310	33,451	33,891	21,018	37,304	35,408	41,552	31,562	19,079	22,022
8511-4540-44563 O/P-Medi-Cal At Risk	1,507	726	0	968	0	242	0	0	968	484	1,210	2,178	0
8511-4570-44563 O/P-Medi-Cal At Risk	26,488	15,246	0	1,330	1,862	19,060	108,795	2,000	22,452	24,128	22,749	10,126	8,257
8511-4573-44563 O/P-Medi-Cal At Risk	18,850	38,610	0	0	7,214	27,273	27,830	7,039	13,338	15,526	8,482	40,852	22,525
8511-4591-44563 O/P-Medi-Cal At Risk	7,248	16,517	27,869	11,916	6,075	16,091	11,754	19,705	14,797	23,832	16,480	16,617	14,257
8511-4630-44563 O/P-Medi-Cal At Risk	19,241	16,476	16,921	21,411	14,471	18,606	6,606	24,617	17,014	20,891	11,840	10,797	12,037
8511-4642-44563 O/P-Medi-Cal At Risk	0	28,027	25,675	8,393	51,832	16,038	0	215,773	317,168	245,843	269,599	103,670	390
8511-4650-44563 O/P-Medi-Cal At Risk	4,649	5,248	8,012	0	0	5,323	3,638	0	0	3,626	0	8,222	6,011
8511-4660-44563 O/P-Medi-Cal At Risk	6,045	0	0	0	6,063	5,109	0	0	0	0	0	0	0
8511-4670-44563 O/P-Medi-Cal At Risk	45,744	19,437	27,049	5,880	13,777	13,352	19,194	22,869	4,662	6,877	6,023	5,548	0
8511-4680-44563 O/P-Medi-Cal At Risk	10,711	10,548	23,681	6,633	28	4,040	8,061	8,729	30,078	17,141	10,011	16,547	12,458
8511-4690-44563 O/P-Medi-Cal At Risk	2,992	14,226	26,770	8,753	1,608	14,942	0	0	15,956	17,501	28,671	29,497	31,515
8511-4710-44563 O/P-Medi-Cal At Risk	33,236	25,497	47,073	33,997	48,022	49,656	41,368	37,856	59,502	39,988	48,288	23,689	38,114
8511-4720-44563 O/P-Medi-Cal At Risk	0	7,974	1,224	0	0	408	4,973	0	5,555	2,871	3,030	6,697	0
511-4730-44563 O/P-Medi-Cal At Risk	0	0	0	0	0	0	0	0	6,532	0	6,023	3,658	0
1-4760-44563 O/P-Medi-Cal At Risk	66,324	49,480	137,359	82,487	127,088	111,832	66,508	101,462	107,327	100,394	81,711	91,871	74,403
-4775-44563 O/P-Medi-Cal At Risk	5,106	3,190	11,381	6,757	5,499	4,381	2,926	1,730	5,073	5,433	4,174	4,177	1,038
11-4801-44563 O/P-Medi-Cal At Risk	0	0	180	0	0	0	0	0	0	0	0	0	180
Total Medi-Cal Risk	1,365,315	1,215,788	1,383,462	891,817	1,603,519	1,378,017	1,242,118	1,370,253	1,537,115	1,516,188	1,610,274	1,198,822	989,546
Other Govt:													
8511-3151-44561 O/P-Other Govt FFS	0	0	3,031	0	0	0	0	0	0	3,788	0	1,458	0
8511-4010-44561 O/P-Other Govt FFS	0	0	0	0	0	2,603	0	0	0	0	0	0	0
8511-4078-44561 O/P-Other Govt FFS	0	380	0	0	380	0	0	0	0	0	0	0	0
8511-4087-44561 O/P-Other Govt FFS	0	0	1,290	1,509	1,509	4,018	0	1,509	0	0	0	0	2,000
8511-4093-44561 O/P-Other Govt FFS	3,200	3,800	4,000	2,400	2,800	3,200	1,458	4,860	2,480	0	1,458	4,960	0
8511-4400-44561 O/P-Other Govt FFS	0	0	3,174	2,693	0	10,013	0	0	0	0	3,131	0	3,200
8511-4420-44561 O/P-Other Govt FFS	0	29,379	0	88,287	14,768	0	14,769	17,712	5,934	14,788	0	0	0
8511-4427-44561 O/P-Other Govt FFS	0	3,580	0	5,922	1,836	0	2,553	2,553	2,268	3,573	0	0	0
8511-4450-44561 O/P-Other Govt FFS	0	3,258	0	7,728	2,205	0	2,826	3,172	1,040	2,678	0	0	0
8511-4470-44561 O/P-Other Govt FFS	0	1,239	354	4,610	137	0	0	610	4,781	1,984	0	0	0
8511-4500-44561 O/P-Other Govt FFS	0	0	442	2,912	483	3,540	987	1,134	925	4,193	(77)	1,805	2,055
8511-4508-44561 O/P-Other Govt FFS	0	0	0	0	0	0	15	0	0	26	0	0	20
8511-4520-44561 O/P-Other Govt FFS	2,187	729	3,318	1,427	3,883	1,290	0	4,770	4,290	6,740	0	3,707	6,093
8511-4591-44561 O/P-Other Govt FFS	0	0	0	0	0	0	0	520	0	520	0	520	0
8511-4630-44561 O/P-Other Govt FFS	0	0	1,040	2,314	568	1,693	0	0	0	678	0	2,614	0
8511-4642-44561 O/P-Other Govt FFS	451,645	271,134	251,987	476,081	803,778	372,992	451,503	348,598	281,315	876,839	518,391	424,115	426,348
8511-4680-44561 O/P-Other Govt FFS	8,743	0	0	0	0	5,743	0	0	0	5,961	0	0	0
8511-4680-44561 O/P-Other Govt FFS	140	28	84	210	112	7,035	56	28	56	140	56	56	112
8511-4690-44561 O/P-Other Govt FFS	99,491	43,224	84,485	41,668	94,268	56,946	48,376	93,517	62,589	78,687	77,633	104,000	82,111
8511-4710-44561 O/P-Other Govt FFS	0	2,058	0	5,572	1,441	4	1,330	618	981	1,859	0	0	0
8511-4720-44561 O/P-Other Govt FFS	0	0	0	0	618	0	0	0	0	0	0	0	0
8511-4760-44561 O/P-Other Govt FFS	0	0	7,710	0	0	4,344	0	0	3,520	3,723	0	0	10,552
8511-4775-44561 O/P-Other Govt FFS	9,454	6,728	7,641	9,835	6,788	6,058	507	6,558	6,458	2,438	7,020	6,549	2,676
Total Other Govt	671,880	367,631	368,556	620,880	937,797	478,676	524,227	494,448	379,578	606,888	607,642	549,882	534,485
Other Govt MgdCare.													
8511-3151-44562 O/P-Other Govt MgdCare	0	0	0	3,976	6,153	6,937	7,427	0	3,451	16,561	9,737	7,427	105
8511-4010-44562 O/P-Other Govt MgdCare	0	603	1,206	603	0	2,916	2,069	0	3,237	0	568	13,260	0
8511-4078-44562 O/P-Other Govt MgdCare	0	0	0	0	239	3,339	3,812	38,048	59,124	59,564	50,870	60,545	34,230
8511-4080-44562 O/P-Other Govt MgdCare	0	0	0	0	0	0	3,556	17,325	13,887	0	0	0	0
8511-4087-44562 O/P-Other Govt MgdCare	17,088	3,348	12,483	6,507	6,307	10,526	5,894	13,445	5,598	8,450	8,176	5,875	16,800
8511-4400-44562 O/P-Other Govt MgdCare	42,426	6,572	27,104	17,722	15,312	42,844	14,802	43,905	39,573	35,574	21,319	26,550	52,423
8511-4420-44562 O/P-Other Govt MgdCare	32,008	6,934	194,843	174,472	457,682	414,610	275,800	228,698	293,427	397,324	395,000	462,519	391,215
8511-4427-44562 O/P-Other Govt MgdCare	3,575	1,838	27,156	29,200	54,110	53,698	41,001	46,200	43,143	65,613	59,421	70,716	60,510
8511-4429-44562 O/P-Other Govt MgdCare	0	0	0	0	0	4,800	4,266	0	0	0	6,680	0	4,444
8511-4450-44562 O/P-Other Govt MgdCare	3,423	924	20,976	19,425	48,216	44,730	36,321	27,430	39,976	50,934	46,894	57,772	53,508
8511-4470-44562 O/P-Other Govt MgdCare	1,583	764	29,933	37,581	126,664	122,282	91,543	64,263	74,976	94,985	74,383	110,740	121,654
8511-4471-44562 O/P-Other Govt MgdCare	0	68	146	0	68	146	796	264	476	1,026	409	878	0
8511-4500-44562 O/P-Other Govt MgdCare	12,873	6,942	7,853	16,782	11,307	24,679	12,736	10,262	14,589	18,250	20,788	24,934	27,211
8511-4508-44562 O/P-Other Govt MgdCare	0	341	0	0	0	0	0	14	0	0	0	14	0
8511-4520-44562 O/P-Other Govt MgdCare	1,281	2,412	12,598	25,748	12,277	21,198	16,581	8,395	24,657	23,722	34,668	30,221	22,493
8511-4540-44562 O/P-Other Govt MgdCare	0	0	0	0	0	1,936	1,351	0	1,500	532	2,129	0	0
511-4570-44562 O/P-Other Govt MgdCare	1,929	2,105	4,656	0	2,643	0	0	851	5,701	2,483	24,745	22,277	0
-4573-44562 O/P-Other Govt MgdCare.	8,462	20,343	48,012	0	10,561	0	0	12,004	38,184	13,336	33,548	13,338	0
-4591-44562 O/P-Other Govt MgdCare	0	0	1,040	1,040	0	4,690	1,040	2,080	6,198	9,178	1,560	11,831	8,490
1-4630-44562 O/P-Other Govt MgdCare	0	988	2,262	5,944	1,109	6,913	3,583	6,993	898	6,888	15,101	14,410	8,092
8511-4650-44562 O/P-Other Govt MgdCare	0	0	0	1,564	0	3,374	0	0	4,460	6,222	7,052	3,526	12,444
8511-4660-44562 O/P-Other Govt MgdCare	0	0	0	0	0	7,147	0	0	0	0	5,509	6,063	0

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8511-4870-44582 O/P-Other Govt MgdCare	0	0	1,782	8,124	8,124	2,868	1,396	0	1,396	8,124	0	3,898	0
8511-4880-44582 O/P-Other Govt MgdCare	0	0	18,444	21,096	10,548	10,740	0	10,548	22,380	0	10,723	22,274	32,763
8511-4690-44582 O/P-Other Govt MgdCare	0	5,633	0	0	0	26,504	0	0	0	13,252	13,252	8,614	0
8511-4710-44582 O/P-Other Govt MgdCare	1,697	7,213	14,917	17,221	24,798	27,607	28,474	25,723	22,675	32,046	27,462	38,384	32,115
8511-4720-44582 O/P-Other Govt MgdCare	0	831	1,808	0	330	0	0	0	0	0	0	1,239	1,709
8511-4730-44582 O/P-Other Govt MgdCare	0	0	4,073	0	0	0	0	0	0	0	0	0	2,082
8511-4760-44582 O/P-Other Govt MgdCare	0	0	0	3,520	0	0	0	0	23,170	40,274	82,983	58,121	75,204
8511-4775-44582 O/P-Other Govt MgdCare	0	0	0	0	0	5,261	0	0	0	0	507	1,898	0
8511-4801-44582 O/P-Other Govt MgdCare	0	0	0	0	0	180	0	0	0	0	0	0	0
Total Other Govt MgdCare	126,200	72,833	429,037	390,538	788,448	850,934	852,459	583,458	739,044	903,749	953,952	1,071,221	952,462
County Indigent:													
8511-4010-44571 O/P-County Indigent	0	18,572	16,743	0	0	23,488	0	0	0	13,589	0	8,857	0
8511-4078-44571 O/P-County Indigent	547	0	0	0	0	0	0	0	0	0	0	0	0
8511-4087-44571 O/P-County Indigent	0	0	0	0	0	2,799	0	0	0	0	0	0	1,290
8511-4400-44571 O/P-County Indigent	0	0	2,898	0	0	3,174	0	0	0	0	0	0	3,200
8511-4471-44571 O/P-County Indigent	0	0	0	0	0	854	0	0	0	218	0	2,256	0
8511-4500-44571 O/P-County Indigent	1,033	2,183	5,633	0	0	7,247	0	0	0	1,674	0	4,035	3,055
8511-4630-44571 O/P-County Indigent	0	0	483	0	0	1,138	0	0	0	1,032	0	508	508
8511-4670-44571 O/P-County Indigent	2,471	2,471	2,471	0	0	2,471	0	0	0	0	0	0	2,810
8511-4680-44571 O/P-County Indigent	0	0	4,420	0	0	15,508	0	0	0	8,724	0	0	12,456
8511-4710-44571 O/P-County Indigent	0	0	222	0	0	366	0	0	0	1,680	0	416	121
8511-4720-44571 O/P-County Indigent	0	0	0	0	0	0	0	0	0	0	0	1,632	0
8511-4775-44571 O/P-County Indigent	0	0	458	0	0	1,771	0	0	0	642	0	0	0
Total County Indigent	4,051	23,206	33,325	0	0	58,781	0	0	0	28,157	0	17,742	23,240
Other													
8511-3900-44581 O/P-Other	(115,389)	390,903	(271,595)	151,409	(251,787)	(150,611)	723,180	(444,905)	(252,571)	(178,738)	688,581	118,073	(368,160)
Total Other	(115,389)	390,903	(271,595)	151,409	(251,787)	(150,611)	723,180	(444,905)	(252,571)	(178,738)	688,581	118,073	(368,160)
Total O/P	**15,436,088**	**16,625,219**	**16,010,748**	**16,400,428**	**16,650,497**	**16,630,498**	**17,922,068**	**17,198,244**	**17,790,271**	**19,080,721**	**18,977,065**	**20,296,815**	**17,967,992**
ER:													
Self Pay													
8511-4010-44701 ER-Self Pay	2,736,134	3,547,998	3,457,258	3,805,445	4,886,311	6,219,788	6,021,229	4,919,387	3,556,244	4,338,693	3,649,693	2,802,719	2,622,229
8511-4087-44701 ER-Self Pay	0	0	0	0	1,509	0	0	0	0	0	0	1,509	0
8511-4183-44701 ER-Self Pay	0	0	0	0	0	4,437	0	0	0	0	0	6,674	(13,311)
8511-4400-44701 ER-Self Pay	0	0	0	548	0	0	0	3,131	3,131	4,917	0	548	0
8511-4420-44701 ER-Self Pay	11,880	0	0	0	0	40,019	0	0	0	17,810	0	43,916	40,019
511-4427-44701 ER-Self Pay	2,248	0	0	0	0	0	0	0	0	3,573	0	0	0
1-4450-44701 ER-Self Pay	1,344	0	0	0	0	0	0	0	0	2,314	0	2,002	0
1-4470-44701 ER-Self Pay	1,524	354	708	354	0	0	0	0	0	2,893	0	1,554	491
11-4471-44701 ER-Self Pay	24,383	35,876	40,719	48,898	41,340	47,444	37,908	58,462	24,763	33,299	30,923	23,428	18,744
8511-4500-44701 ER-Self Pay	762,288	897,352	874,433	981,048	952,758	1,098,805	1,140,881	901,345	701,426	887,881	727,891	628,143	661,765
8511-4509-44701 ER-Self Pay	6,031	7,076	5,792	5,871	9,824	6,329	304	158	143	45	89	180	0
8511-4520-44701 ER-Self Pay	729	0	4,520	729	3,648	729	4,374	0	1,458	2,303	729	0	729
8511-4540-44701 ER-Self Pay	484	532	0	726	55	484	968	0	0	0	0	55	0
8511-4570-44701 ER-Self Pay	2,138	108,418	0	8,080	88,205	91,799	2,793	5,579	100,728	0	82,530	0	0
8511-4573-44701 ER-Self Pay	18,383	13,894	0	36,327	26,171	27,883	8,339	29,256	8,462	0	0	0	0
8511-4591-44701 ER-Self Pay	214,198	219,440	211,120	227,716	231,293	236,600	230,360	241,712	164,025	206,440	182,878	174,684	143,235
8511-4620-44701 ER-Self Pay	0	0	0	0	857	0	0	0	0	0	0	0	0
8511-4630-44701 ER-Self Pay	485,842	463,744	414,815	479,010	553,437	589,228	631,032	602,467	449,542	497,299	434,248	392,671	347,128
8511-4650-44701 ER-Self Pay	0	0	0	1,910	0	1,910	3,343	0	0	0	6,678	0	3,638
8511-4680-44701 ER-Self Pay	0	0	0	7,378	12,988	0	21,885	0	6,083	12,446	0	0	0
8511-4670-44701 ER-Self Pay	427,342	388,830	319,354	264,048	489,038	442,105	514,894	515,590	300,820	416,185	316,271	311,488	277,319
8511-4680-44701 ER-Self Pay	799,382	760,997	690,884	975,070	1,188,887	1,141,980	1,300,838	1,324,188	999,891	1,188,984	1,264,919	1,210,050	1,104,820
8511-4690-44701 ER-Self Pay	6,225	0	0	1,131	0	1,131	3,218	1,873	3,733	1,320	0	0	1,398
8511-4710-44701 ER-Self Pay	87,907	129,237	110,572	153,729	142,783	92,613	119,059	98,722	57,108	75,781	70,588	156,942	69,401
8511-4720-44701 ER-Self Pay	25,093	30,039	11,083	18,231	35,882	59,387	76,341	89,984	35,703	64,518	53,089	20,489	17,455
8511-4722-44701 ER-Self Pay	0	0	0	0	5,049	0	7,532	0	758	0	0	0	0
8511-4760-44701 ER-Self Pay	0	0	0	3,776	0	0	0	0	0	0	0	0	0
Total Self Pay	5,630,531	6,603,688	6,141,088	7,045,024	8,848,830	9,110,531	9,125,498	8,789,884	8,434,150	7,714,431	6,810,703	5,878,178	5,192,048
Comm MgdCare.													
8511-4010-44722 ER-Comm MgdCare	1,081,897	1,003,086	982,202	959,214	990,338	709,299	819,348	1,005,241	900,765	1,080,097	1,205,909	1,087,377	1,143,003
8511-4078-44722 ER-Comm MgdCare	0	574	610	0	0	0	0	0	0	0	0	0	0
8511-4087-44722 ER-Comm MgdCare	0	0	0	0	0	0	0	0	0	0	0	1,509	0
8511-4400-44722 ER-Comm MgdCare	0	0	0	0	0	(548)	0	0	0	0	0	3,589	0
8511-4420-44722 ER-Comm MgdCare	0	95,626	0	38,122	0	19,564	0	0	17,810	0	8,934	44,390	0
8511-4427-44722 ER-Comm MgdCare	0	0	0	2,854	0	2,042	0	0	2,553	0	2,268	2,808	0
8511-4450-44722 ER-Comm MgdCare	0	3,864	0	1,260	0	1,995	0	0	2,184	0	1,144	6,448	0
8511-4470-44722 ER-Comm MgdCare	354	10,868	1,062	491	0	11,555	0	0	2,931	0	0	9,245	3,897
8511-4471-44722 ER-Comm MgdCare	9,341	7,923	14,916	7,293	10,328	5,479	6,112	8,268	6,163	6,393	(5,722)	4,219	3,529
8511-4500-44722 ER-Comm MgdCare	320,217	310,570	297,432	265,239	257,880	201,538	223,710	266,771	254,064	290,966	384,175	348,898	358,511
8511-4509-44722 ER-Comm MgdCare	1,005	1,005	1,257	503	1,508	503	47	74	141	(110)	69	0	49
8511-4520-44722 ER-Comm MgdCare	0	1,504	729	729	2,187	1,281	0	675	1,102	(373)	1,458	0	0
8511-4540-44722 ER-Comm MgdCare	242	0	242	1,694	0	0	242	726	0	0	1,064	6,054	484
8511-4570-44722 ER-Comm MgdCare	0	178	0	0	0	(55,537)	2,509	1,284	(98,547)	736	0	119,942	132,495
8511-4573-44722 ER-Comm MgdCare	0	11,881	0	0	0	13,977	15,437	25,185	0	0	0	13,819	1,443
8511-4591-44722 ER-Comm MgdCare	48,880	53,640	58,761	58,072	41,600	36,400	35,360	58,076	42,598	51,480	57,200	57,200	51,480
8511-4630-44722 ER-Comm MgdCare	90,743	98,555	67,680	89,425	91,133	70,896	79,460	83,532	85,995	89,216	109,989	115,337	104,204
8511-4650-44722 ER-Comm MgdCare	0	0	0	0	3,638	0	0	8,678	0	8,679	0	0	350
8511-4680-44722 ER-Comm MgdCare	12,535	0	0	11,094	0	13,076	14,782	0	12,448	5,506	8,779	0	0
8511-4670-44722 ER-Comm MgdCare	113,013	85,194	68,326	76,067	83,029	55,506	61,437	83,870	64,004	114,125	108,831	91,783	113,728
8511-4680-44722 ER-Comm MgdCare	337,665	340,466	311,899	343,418	325,251	327,201	416,262	338,957	310,425	344,562	532,650	478,021	535,985
8511-4690-44722 ER-Comm MgdCare	0	0	0	0	0	0	0	0	0	0	0	2,688	0
8511-4710-44722 ER-Comm MgdCare	59,383	18,976	24,832	105,088	63,038	46,822	19,217	20,100	52,839	12,884	25,844	23,666	26,196
8511-4720-44722 ER-Comm MgdCare	1,857	2,446	24,812	2,933	8,060	14,420	11,747	23,740	31,976	18,758	18,894	8,177	17,489
8511-4722-44722 ER-Comm MgdCare	0	0	0	0	0	0	0	0	0	1,650	0	0	0
11-4760-44722 ER-Comm MgdCare	0	0	3,776	0	0	0	0	0	0	0	0	0	0
4775-44722 ER-Comm MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	536
Total Comm MgdCare	2,058,632	2,026,136	1,875,881	1,856,294	1,856,083	1,445,407	1,705,770	1,894,358	1,869,399	2,012,542	2,542,696	2,401,256	2,493,381
Medicare.													

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8511-4010-44741 ER-Medicare	709,615	695,261	710,157	628,853	699,175	631,203	638,098	804,005	668,632	619,973	616,248	634,380	677,846
8511-4076-44741 ER-Medicare	0	511	0	0	0	0	0	0	0	0	0	0	0
8511-4183-44741 ER-Medicare	0	0	0	0	0	0	0	4,437	0	0	0	0	4,437
8511-4400-44741 ER-Medicare	0	0	0	548	0	0	0	0	0	0	0	0	0
8511-4420-44741 ER-Medicare	0	0	0	0	43,916	0	19,664	0	0	(29,981)	0	0	0
8511-4427-44741 ER-Medicare	0	0	0	0	4,694	0	2,553	0	0	(2,042)	0	0	0
8511-4450-44741 ER-Medicare	0	0	0	0	1,848	0	2,800	0	0	(3,671)	0	0	0
8511-4470-44741 ER-Medicare	0	0	0	0	5,972	0	0	0	0	(1,114)	0	0	0
8511-4471-44741 ER-Medicare	5,823	4,728	8,049	14,820	12,372	9,259	10,297	7,848	21,936	8,131	3,841	2,811	2,425
8511-4500-44741 ER-Medicare	218,841	276,578	242,848	221,914	237,685	209,433	251,064	210,078	222,390	228,733	187,172	192,140	224,387
8511-4509-44741 ER-Medicare	0	503	291	0	0	0	0	0	0	0	0	0	0
8511-4540-44741 ER-Medicare	0	484	0	242	484	0	0	0	0	484	726	0	968
8511-4570-44741 ER-Medicare	2,684	1,929	9,080	47	39,261	4,053	428	858	2,181	0	2,240	2,493	7,102
8511-4573-44741 ER-Medicare	16,261	13,994	55,111	11,188	48,958	24,261	13,977	2,888	13,894	0	27,201	13,994	32,948
8511-4591-44741 ER-Medicare	61,880	61,880	64,728	61,880	66,160	65,000	76,960	71,198	67,856	55,120	53,560	56,680	61,360
8511-4630-44741 ER-Medicare	86,013	93,670	87,674	86,516	88,357	84,785	108,872	115,390	104,434	102,424	92,378	99,673	85,923
8511-4650-44741 ER-Medicare	0	0	0	5,248	10,462	0	0	0	5,678	0	(4,898)	0	0
8511-4660-44741 ER-Medicare	0	0	0	0	16,356	0	16,374	27,453	0	0	0	0	8,385
8511-4670-44741 ER-Medicare	29,782	31,271	48,189	41,691	31,818	23,880	42,424	45,018	40,524	52,262	42,897	39,567	52,870
8511-4680-44741 ER-Medicare	362,880	261,651	336,250	233,522	281,095	343,223	463,468	397,506	292,214	428,336	361,228	455,101	484,842
8511-4710-44741 ER-Medicare	19,488	26,373	35,242	32,229	24,230	27,674	43,354	48,931	31,435	20,571	66,849	23,827	25,373
8511-4720-44741 ER-Medicare	30,243	84,389	25,548	59,308	50,081	38,584	124,779	90,877	62,609	35,324	53,352	21,448	42,676
8511-4775-44741 ER-Medicare	0	0	0	0	0	0	0	810	0	0	0	0	0
Total Medicare	1,540,228	1,532,401	1,642,173	1,398,190	1,534,782	1,371,345	1,612,807	1,624,087	1,532,584	1,511,572	1,502,597	1,542,362	1,719,322
Medicare MgdCare													
8511-4010-44742 ER-Medicare MgdCare	648,191	593,545	533,010	568,825	607,818	574,251	560,462	573,544	603,944	714,430	652,627	707,897	627,779
8511-4076-44742 ER-Medicare MgdCare	405	0	205	0	0	(810)	0	0	0	0	0	0	0
8511-4080-44742 ER-Medicare MgdCare	0	0	994	0	0	0	0	0	0	0	0	0	0
8511-4183-44742 ER-Medicare MgdCare	0	0	0	0	0	6,674	0	0	0	0	0	0	0
8511-4420-44742 ER-Medicare MgdCare	0	0	0	0	0	0	35,644	(35,644)	0	0	0	0	0
8511-4427-44742 ER-Medicare MgdCare	0	0	0	0	0	0	3,063	(3,063)	0	0	0	0	0
8511-4450-44742 ER-Medicare MgdCare	0	0	0	0	0	0	3,786	(3,786)	0	0	0	0	0
8511-4470-44742 ER-Medicare MgdCare	0	(354)	354	0	0	0	36,360	(43,820)	0	0	0	0	0
8511-4471-44742 ER-Medicare MgdCare	7,429	6,365	10,115	6,469	6,177	6,851	5,161	7,387	3,857	21,970	3,188	6,468	1,878
8511-4500-44742 ER-Medicare MgdCare	216,026	239,603	187,573	215,873	174,504	216,448	258,359	192,892	232,539	272,546	217,672	240,928	210,886
8511-4509-44742 ER-Medicare MgdCare	503	251	251	0	0	1,338	0	0	14	0	0	0	0
8511-4540-44742 ER-Medicare MgdCare	532	484	242	774	242	1,210	484	0	726	726	638	242	726
8511-4570-44742 ER-Medicare MgdCare	0	(55,324)	6,833	4,593	104,950	83,630	32,544	(103,197)	2,493	3,981	858	143,328	16,837
8511-4573-44742 ER-Medicare MgdCare	0	56,999	11,994	27,988	0	10,472	0	15,340	13,994	35,884	2,888	0	40,592
8511-4591-44742 ER-Medicare MgdCare	93,916	60,276	64,856	58,196	51,392	65,952	69,160	59,800	61,836	52,444	53,275	62,312	67,678
8511-4630-44742 ER-Medicare MgdCare	85,799	66,078	87,576	77,097	66,706	74,370	81,615	79,280	86,133	79,944	80,787	87,877	72,678
8511-4650-44742 ER-Medicare MgdCare	1,910	0	0	0	0	5,246	0	10,315	3,638	0	5,778	0	2,200
511-4660-44742 ER-Medicare MgdCare	0	11,904	13,060	7,147	0	0	6,063	0	(6,063)	6,063	0	6,063	8,719
1-4670-44742 ER-Medicare MgdCare	27,412	40,991	23,391	16,292	34,975	33,628	38,341	20,832	31,388	62,046	37,376	34,312	44,407
1-4680-44742 ER-Medicare MgdCare	296,227	266,926	288,238	316,783	211,490	368,400	478,848	410,547	346,341	478,969	512,947	490,222	483,419
11-4710-44742 ER-Medicare MgdCare	69,097	130,585	48,117	18,148	17,238	122,504	21,787	95,294	90,452	22,653	24,501	33,848	15,413
8511-4720-44742 ER-Medicare MgdCare	85,718	15,081	33,887	5,127	49,822	75,586	42,497	59,102	48,874	50,678	35,888	38,804	29,166
8511-4722-44742 ER-Medicare MgdCare	0	0	128	0	0	0	0	0	0	0	0	0	0
Total Medicare MgdCare	1,484,162	1,438,410	1,307,842	1,323,212	1,224,112	1,849,845	1,872,882	1,344,814	1,522,264	1,812,414	1,629,810	1,851,538	1,814,348
Medicare Risk													
8511-4010-44743 ER-Medicare At Risk	170,383	173,794	225,983	161,505	148,151	158,408	190,430	160,719	156,530	220,833	162,471	207,269	188,677
8511-4471-44743 ER-Medicare At Risk	1,109	771	813	1,656	1,208	1,273	1,484	1,534	1,708	6,661	530	342	519
8511-4500-44743 ER-Medicare At Risk	70,257	71,467	66,704	66,116	62,250	53,360	81,789	53,330	64,474	66,466	65,225	78,097	78,735
8511-4509-44743 ER-Medicare At Risk	0	0	0	0	251	0	0	0	0	0	0	0	12
8511-4520-44743 ER-Medicare At Risk	0	0	0	0	0	0	1,102	0	0	0	0	0	0
8511-4540-44743 ER-Medicare At Risk	0	1,598	0	0	0	726	0	0	0	242	0	0	0
8511-4570-44743 ER-Medicare At Risk	423	(423)	0	0	176	612	2,436	0	0	0	423	0	0
8511-4573-44743 ER-Medicare At Risk	0	0	0	0	12,534	0	10,297	0	0	0	0	0	0
8511-4591-44743 ER-Medicare At Risk	13,000	14,040	18,240	18,200	21,320	12,480	22,360	18,200	10,920	22,076	16,800	18,120	17,118
8511-4630-44743 ER-Medicare At Risk	17,467	17,185	22,018	27,270	22,237	17,237	26,035	26,090	22,885	40,170	22,599	25,286	27,314
8511-4650-44743 ER-Medicare At Risk	0	0	0	0	0	0	0	0	0	0	0	0	2,200
8511-4660-44743 ER-Medicare At Risk	0	0	0	0	0	0	6,127	0	0	0	0	0	0
8511-4670-44743 ER-Medicare At Risk	9,711	17,803	29,548	10,793	9,359	7,914	7,781	16,232	13,539	21,548	16,114	15,843	10,004
8511-4680-44743 ER-Medicare At Risk	40,215	46,387	103,642	43,087	79,389	56,006	86,741	107,801	92,614	126,039	65,724	173,445	58,999
8511-4710-44743 ER-Medicare At Risk	2,436	17,894	6,481	19,183	9,000	9,230	8,322	8,303	3,398	6,620	3,077	3,278	6,057
8511-4720-44743 ER-Medicare At Risk	5,028	2,184	14,796	8,848	15,390	8,742	8,212	15,703	26,412	27,858	816	1,301	18,844
8511-4775-44743 ER-Medicare At Risk	0	0	0	0	0	0	0	0	0	0	0	0	1,587
Total Medicare Risk	330,049	382,668	509,076	359,359	381,265	322,988	451,088	409,912	394,380	542,232	354,579	521,011	403,844
Medi-Cal													
8511-4010-44751 ER-Medi-Cal	2,050,495	1,873,030	1,957,460	1,585,931	1,812,933	1,336,795	1,493,394	1,748,489	1,662,554	1,897,742	1,760,383	1,667,895	2,143,231
8511-4087-44751 ER-Medi-Cal	0	0	0	0	0	0	0	0	0	1,509	0	0	0
8511-4400-44751 ER-Medi-Cal	0	0	0	0	0	0	0	0	0	(4,917)	3,131	0	0
8511-4420-44751 ER-Medi-Cal	17,810	0	19,564	0	0	0	0	14,302	21,318	0	0	0	0
8511-4427-44751 ER-Medi-Cal	2,248	0	2,450	0	0	0	0	3,315	0	0	0	0	0
8511-4450-44751 ER-Medi-Cal	1,701	0	1,974	0	0	0	0	1,482	2,634	0	0	0	0
8511-4470-44751 ER-Medi-Cal	5,417	354	9,943	0	0	0	0	5,576	3,235	0	0	0	0
8511-4471-44751 ER-Medi-Cal	14,234	11,323	18,258	14,454	13,261	10,516	9,655	13,866	11,322	9,637	14,607	10,285	8,685
8511-4500-44751 ER-Medi-Cal	558,095	500,203	574,166	508,897	455,785	377,298	439,674	477,798	507,853	533,376	537,123	517,306	634,345
8511-4509-44751 ER-Medi-Cal	5,044	3,831	5,308	4,523	5,073	1,551	251	0	113	0	82	0	31
8511-4520-44751 ER-Medi-Cal	2,739	1,604	1,281	726	845	726	1,456	2,010	0	1,458	2,187	1,604	726
8511-4540-44751 ER-Medi-Cal	242	484	1,064	242	0	484	0	0	484	726	484	0	484
8511-4570-44751 ER-Medi-Cal	0	176	0	0	4,087	3,891	0	513	0	17,323	0	428	1,108
8511-4573-44751 ER-Medi-Cal	0	1,443	0	0	15,437	21,033	0	11,661	0	16,878	0	11,661	10,561
8511-4591-44751 ER-Medi-Cal	52,000	69,160	71,240	63,916	58,760	63,560	55,078	63,440	65,000	63,726	58,760	65,520	76,918
8511-4630-44751 ER-Medi-Cal	146,844	138,418	123,822	132,883	112,332	107,998	126,572	141,015	165,697	177,673	161,525	152,386	189,342
8511-4642-44751 ER-Medi-Cal	0	0	0	0	0	0	0	0	0	0	0	0	25,497
8511-4650-44751 ER-Medi-Cal	0	0	0	5,548	0	5,342	6,679	10,022	555	0	6,679	0	1,665
8511-4660-44751 ER-Medi-Cal	7,147	0	0	0	0	0	6,187	0	0	0	6,794	6,063	14,548
8511-4670-44751 ER-Medi-Cal	172,070	209,209	218,569	198,127	206,485	183,914	170,865	167,788	276,168	201,927	287,501	280,481	275,081
811-4680-44751 ER-Medi-Cal	382,892	221,742	396,901	368,032	285,934	251,420	451,849	456,888	535,586	578,989	575,847	714,490	709,436
-4690-44751 ER-Medi-Cal	1,131	1,131	2,874	0	0	0	0	2,868	3,351	6,024	0	2,337	4,400
-4710-44751 ER-Medi-Cal	34,502	29,124	53,050	26,977	24,183	17,916	11,333	46,564	24,889	64,294	30,416	31,913	39,111
1-4720-44751 ER-Medi-Cal	10,277	14,519	21,102	11,665	14,366	7,344	6,120	38,800	21,870	7,752	6,197	16,833	26,342
8511-4722-44751 ER-Medi-Cal	0	0	0	707	0	0	0	2,620	0	0	0	0	0
8511-4801-44751 ER-Medi-Cal	0	0	0	0	0	0	180	0	0	0	0	0	0

Verity Healt Systems
St Francis Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Total Medi-Cal	3,484,887	3,174,750	3,376,048	2,921,302	2,789,491	2,349,749	2,777,883	3,198,155	3,312,830	3,393,011	3,544,586	3,501,322	4,162,070
Medi-Cal MgdCare.													
8511-4010-44752 ER-Medi-Cal MgdCare	5,736,286	5,273,456	5,477,337	5,159,144	5,043,960	4,240,585	4,689,263	5,582,019	5,080,760	5,216,962	5,094,915	5,357,358	5,549,257
8511-4076-44752 ER-Medi-Cal MgdCare	0	0	3,048	0	0	0	0	0	0	0	0	0	708
8511-4080-44752 ER-Medi-Cal MgdCare	0	0	2,846	0	0	0	0	0	0	0	0	0	0
8511-4087-44752 ER-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	1,509	0	0	0
8511-4183-44752 ER-Medi-Cal MgdCare	0	0	0	0	0	4,437	0	0	0	0	0	0	0
8511-4400-44752 ER-Medi-Cal MgdCare	0	900	0	0	6,845	0	0	0	0	0	0	0	3,200
8511-4420-44752 ER-Medi-Cal MgdCare	0	21,701	(3,508)	28,207	53,932	33,250	(10,794)	30,358	0	0	10,397	0	0
8511-4427-44752 ER-Medi-Cal MgdCare	0	0	(408)	3,680	1,838	0	0	7,856	0	0	2,268	0	0
8511-4428-44752 ER-Medi-Cal MgdCare	900	0	2,680	0	0	0	0	0	0	0	0	0	0
8511-4450-44752 ER-Medi-Cal MgdCare	0	(1,638)	(546)	2,877	2,688	1,617	0	3,326	0	0	1,362	0	0
8511-4470-44752 ER-Medi-Cal MgdCare	1,091	737	5,818	10,554	18,942	3,015	0	6,839	0	0	0	0	0
8511-4471-44752 ER-Medi-Cal MgdCare	49,311	41,040	48,535	44,393	44,624	35,082	31,246	44,609	35,394	37,261	30,996	25,674	22,188
8511-4500-44752 ER-Medi-Cal MgdCare	1,488,890	1,456,077	1,546,222	1,509,020	1,311,698	1,101,902	1,275,043	1,338,697	1,379,185	1,426,080	1,438,010	1,419,288	1,468,875
8511-4509-44752 ER-Medi-Cal MgdCare	10,979	11,465	10,828	11,212	15,130	5,132	873	380	243	0	175	77	0
8511-4520-44752 ER-Medi-Cal MgdCare	4,520	3,443	5,678	1,658	2,167	2,885	3,901	2,885	2,916	2,167	1,804	2,916	1,458
8511-4540-44752 ER-Medi-Cal MgdCare	1,894	484	726	726	5,904	484	3,048	242	726	1,016	0	1,016	1,016
8511-4570-44752 ER-Medi-Cal MgdCare	2,241	281	3,112	12,035	5,787	23,770	2,609	3,326	856	4,814	1,284	23,699	6,372
8511-4573-44752 ER-Medi-Cal MgdCare	10,472	(16,586)	(11,148)	67,082	50,994	43,994	25,855	6,482	2,888	17,570	25,165	11,881	32,401
8511-4591-44752 ER-Medi-Cal MgdCare	169,476	178,316	212,741	168,640	178,880	172,076	167,916	200,087	178,800	171,800	193,794	213,632	210,512
8511-4630-44752 ER-Medi-Cal MgdCare	395,347	376,330	444,582	427,478	411,577	361,454	422,758	482,088	538,010	488,708	483,159	488,188	455,317
8511-4650-44752 ER-Medi-Cal MgdCare	5,246	0	5,246	0	3,636	1,910	0	11,535	0	3,343	10,315	20,630	0
8511-4660-44752 ER-Medi-Cal MgdCare	10,484	0	49,994	14,294	11,976	20,232	40,276	28,508	0	15,104	33,526	11,801	8,719
8511-4670-44752 ER-Medi-Cal MgdCare	424,238	423,616	613,895	403,351	380,975	350,691	377,643	475,534	416,347	458,121	540,326	569,055	538,438
8511-4680-44752 ER-Medi-Cal MgdCare	910,109	856,811	1,024,140	1,139,093	997,668	888,737	1,331,378	1,587,391	1,286,870	1,688,577	1,722,017	1,843,777	1,841,476
8511-4690-44752 ER-Medi-Cal MgdCare	0	2,674	1,131	0	941	0	0	1,398	5,056	3,351	7,181	0	5,253
8511-4710-44752 ER-Medi-Cal MgdCare	83,482	129,082	129,480	100,493	94,956	182,715	108,083	92,500	78,978	134,979	141,398	86,074	178,789
8511-4720-44752 ER-Medi-Cal MgdCare	56,230	43,497	85,389	78,341	88,970	124,488	128,318	138,778	127,181	72,534	62 772	68,672	88,570
8511-4722-44752 ER-Medi-Cal MgdCare	0	0	0	0	0	1,850	0	1,711	7,532	1,711	0	0	0
8511-4760-44752 ER-Medi-Cal MgdCare	0	0	(7,040)	0	0	3,263	0	0	0	0	0	0	0
8511-4775-44752 ER-Medi-Cal MgdCare	0	0	0	0	0	0	916	0	0	0	0	0	0
8511-4801-44752 ER-Medi-Cal MgdCare	0	0	0	0	0	0	0	180	0	0	0	0	0
Total Medi-Cal MgdCare	9,360,855	8,901,607	9,530,258	9,213,478	8,720,975	7,603,246	8,598,304	10,046,528	9,152,743	9,724,227	9,820,873	9,972,718	10,227,526
Medi-Cal Risk.													
8511-4010-44753 ER-Medi-Cal At Risk	477,431	341,684	542,434	363,818	437,567	437,689	411,670	648,699	617,134	582,952	530,762	571,683	512,441
8511-4076-44753 ER-Medi-Cal At Risk	0	0	0	810	0	0	0	0	0	0	584	0	0
8511-4400-44753 ER-Medi-Cal At Risk	0	0	372	0	0	0	0	3,131	0	0	0	0	0
8511-4420-44753 ER-Medi-Cal At Risk	12,948	0	0	0	0	0	0	0	0	0	0	0	0
8511-4450-44753 ER-Medi-Cal At Risk	777	0	0	0	0	0	0	0	0	0	0	0	0
8511-4471-44753 ER-Medi-Cal At Risk	2,477	1,892	5,711	3,249	3,167	1,537	2,562	3,845	4,859	3,940	1,216	3,462	1,264
1-4500-44753 ER-Medi-Cal At Risk	117,728	102,674	158,364	92,787	104,347	137,709	107,857	183,356	167,674	154,608	143,106	133,353	150,008
1-4509-44753 ER-Medi-Cal At Risk	0	503	2,262	503	1,005	549	0	0	12	0	0	0	0
11-4520-44753 ER-Medi-Cal At Risk	2,333	875	0	0	0	0	0	0	0	729	0	726	0
8511-4540-44753 ER-Medi-Cal At Risk	0	0	0	774	0	532	0	242	726	0	0	484	484
8511-4570-44753 ER-Medi-Cal At Risk	0	0	612	0	1,763	2,164	8,304	4,134	428	428	0	856	0
8511-4573-44753 ER-Medi-Cal At Risk	0	0	0	0	16,185	24,857	44,361	13,183	1,443	1,443	0	13,304	0
8511-4591-44753 ER-Medi-Cal At Risk	14,660	14,560	15,120	11,960	14,660	14,040	12,480	17,160	18,540	17,680	21,278	16,720	16,640
8511-4630-44753 ER-Medi-Cal At Risk	34,387	30,938	48,735	37,704	43,238	31,919	32,686	54,572	58,216	51,583	47,327	39,413	35,747
8511-4650-44753 ER-Medi-Cal At Risk	0	0	7,147	0	5,157	0	0	19,788	8,775	0	0	0	0
8511-4670-44753 ER-Medi-Cal At Risk	38,291	42,699	49,175	27,438	38,807	31,714	38,231	44,033	85,691	66,177	56,455	61,455	80,949
8511-4680-44753 ER-Medi-Cal At Risk	22,366	62,339	124,644	64,768	88,659	51,391	110,389	131,794	162,921	149,037	115,183	166,637	138,393
8511-4690-44753 ER-Medi-Cal At Risk	0	0	0	0	0	0	0	0	0	1,320	0	0	0
8511-4710-44753 ER-Medi-Cal At Risk	28,671	7,189	24,002	5,831	8,241	8,573	14,345	8,886	9,324	6,969	7,131	13,882	86,027
8511-4720-44753 ER-Medi-Cal At Risk	3,264	816	1,632	3,749	15,112	1,988	5,788	8,845	6,605	5,304	4,896	12,987	19,437
8511-4722-44753 ER-Medi-Cal At Risk	0	0	0	0	0	707	0	0	0	10,870	0	0	1,414
Total Medi-Cal Risk	752,855	626,849	980,209	613,505	753,998	745,257	788,874	1,117,449	1,138,448	1,033,040	927,948	1,057,475	1,022,804
Other Govt:													
8511-4010-44761 ER-Other Govt FFS	45,887	30,518	27,147	29,935	27,503	33,402	33,417	40,936	33,520	78,495	49,326	64,380	67,380
8511-4470-44761 ER-Other Govt FFS	384	0	0	0	0	0	0	0	0	0	0	0	0
8511-4471-44761 ER-Other Govt FFS	899	216	97	0	97	410	414	216	194	520	202	329	0
8511-4500-44761 ER-Other Govt FFS	10,853	9,622	5,329	5,734	4,919	6,724	7,928	3,622	9,362	9,041	4,772	12,173	21,152
8511-4591-44761 ER-Other Govt FFS	1,560	520	1,560	1,560	1,040	520	1,560	1,560	1,040	2,600	1,040	1,560	2,080
8511-4630-44761 ER-Other Govt FFS	4,480	2,773	1,922	2,178	2,700	3,178	8,453	9,125	2,620	7,502	2,583	3,403	10,581
8511-4670-44761 ER-Other Govt FFS	1,181	0	1,285	0	1,131	3,057	0	1,591	5,385	0	4,095	0	1,800
8511-4680-44761 ER-Other Govt FFS	31,002	9,792	0	4,235	4,109	19,617	18,087	26,949	18,305	37,040	14,012	11,420	58,483
8511-4710-44761 ER-Other Govt FFS	1,228	353	28	334	26	162	864	134	918	948	251	928	1,148
8511-4720-44761 ER-Other Govt FFS	408	0	408	0	0	408	4,560	408	0	0	0	0	0
Total Other Govt	97,932	53,794	37,794	44,026	41,825	68,478	75,263	87,541	71,348	134,148	76,281	114,193	162,794
Other Govt MgdCare.													
8511-4010-44762 ER-Other Govt MgdCare	58,737	71,432	66,916	118,862	140,320	131,308	128,042	242,057	147,024	203,071	203,054	260,174	263,854
8511-4471-44762 ER-Other Govt MgdCare	508	533	959	1,268	1,445	1,173	1,853	2,077	1,133	1,894	2,227	313	1,155
8511-4500-44762 ER-Other Govt MgdCare	18,392	21,276	20,405	37,025	44,103	31,291	42,109	58,634	52,185	63,976	63,250	67,579	78,458
8511-4509-44762 ER-Other Govt MgdCare	251	0	0	251	503	0	0	0	0	0	0	0	0
8511-4520-44762 ER-Other Govt MgdCare	0	0	0	0	0	0	0	729	0	0	0	0	0
8511-4546-44762 ER-Other Govt MgdCare	0	0	0	242	0	0	0	0	832	0	0	0	0
8511-4570-44762 ER-Other Govt MgdCare	0	0	0	0	0	0	0	0	0	3,161	0	0	0
8511-4573-44762 ER-Other Govt MgdCare	0	0	0	0	0	0	0	0	0	15,437	0	0	0
8511-4591-44762 ER-Other Govt MgdCare	1,560	1,040	3,120	5,720	4,160	8,840	8,276	6,240	6 760	10,400	7,280	8,360	10,920
8511-4630-44762 ER-Other Govt MgdCare	2,291	2,726	3,456	11,770	10,477	10,526	14,813	22,917	16,114	16,634	12,819	23,016	17,707
8511-4650-44762 ER-Other Govt MgdCare	0	0	0	1,810	3,938	0	0	6,979	0	0	0	0	0
8511-4660-44762 ER-Other Govt MgdCare	0	0	0	0	0	0	12,926	0	0	0	0	0	0
8511-4670-44762 ER-Other Govt MgdCare	2,893	6,083	7,073	16,381	8,191	3,851	7,233	23,283	18,232	15,783	16,003	25,576	17,034
8511-4680-44762 ER-Other Govt MgdCare	5,866	15,716	16,416	66,072	55,976	4,109	34,232	79,884	27,044	65,231	75,180	63,973	79,717
8511-4710-44762 ER-Other Govt MgdCare	338	2,982	470	4,657	1,051	4,689	137,210	5,078	2,816	8,439	3,304	6,382	3,626
8511-4720-44762 ER-Other Govt MgdCare	1,632	408	408	5,644	816	0	816	2,040	2,448	2,933	408	1,224	0
8511-4760-44762 ER-Other Govt MgdCare	0	0	0	0	0	0	7,298	0	0	0	0	0	0
Total Other Govt MgdCare	89,436	122,186	143,226	267,012	270,578	198,981	394,908	450,098	271,088	405,921	383,525	448,560	473,471
ty Indigent:													
8511-4010-44771 ER-County Indigent	247,606	317,617	268,994	256,886	264,023	238,384	255,456	218,729	153,241	266,579	222,074	178,005	212,658
8511-4420-44771 ER-County Indigent	35,644	40,019	0	0	101,639	102,371	(102,371)	71,185	0	0	0	43,918	103,420

Verity Healt Systems
St Francis Medical Center
Trended Income Statement
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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8511-4427-44771 ER-County Indigent	0	1,838	0	0	0	0	0	0	0	0	0	0	0
8511-4450-44771 ER-County Indigent	3,024	1,365	0	0	14,133	0	(6,815)	4,888	0	0	0	1,701	5,768
8511-4470-44771 ER-County Indigent	60,992	491	0	0	22,998	0	(6,564)	19,129	0	0	0	491	7,447
8511-4471-44771 ER-County Indigent	3,468	2,338	3,017	3,566	2,368	2,069	1,124	2,658	955	3,168	1,885	1,716	(14,172)
8511-4500-44771 ER-County Indigent	79,842	71,957	65,452	56,600	78,907	52,008	50,971	79,476	40,459	52,536	45,574	44,104	87,281
8511-4509-44771 ER-County Indigent	12	0	0	0	0	0	0	0	0	39	0	0	0
8511-4520-44771 ER-County Indigent	934	0	3,526	148	552	0	(552)	0	0	0	0	0	0
8511-4540-44771 ER-County Indigent	4,568	1,694	16,600	1,936	4,521	0	968	10,953	0	2,908	968	2,178	7,704
8511-4581-44771 ER-County Indigent	5,676	(3,076)	1,040	1,560	1,560	520	1,040	1,560	10,312	1,040	520	520	1,560
8511-4630-44771 ER-County Indigent	42,245	28,281	25,362	30,147	46,106	34,870	33,044	21,386	16,987	35,747	30,801	23,324	24,618
8511-4660-44771 ER-County Indigent	0	0	0	5,631	0	0	6,127	0	0	0	0	0	0
8511-4670-44771 ER-County Indigent	0	0	2,008	2,471	0	0	0	2,610	0	0	2,610	0	1,320
8511-4680-44771 ER-County Indigent	424,950	391,929	387,209	269,486	483,788	387,098	581,894	402,848	383,536	444,949	501,781	287,578	534,400
8511-4710-44771 ER-County Indigent	14,343	11,988	10,284	5,438	12,616	6,061	7,010	13,194	4,303	24,043	21,635	(38,399)	37,800
8511-4720-44771 ER-County Indigent	8,979	(7,541)	2,493	0	6,944	7,266	30,384	893	(893)	7,509	(15,368)	38,433	2,848
Total. County Indigent	652,105	658,906	618,975	634,349	1,073,153	807,634	951,879	945,514	638,680	837,819	811,682	563,568	1,012,717
Other Indigent.													
8511-4710-44781 ER-Other-Indigent	13	0	0	0	0	0	0	0	0	0	0	0	0
Total. Other Indigent	13	0	0	0	0	0	0	0	0	0	0	0	0
Total ER	**25,759,982**	**25,700,124**	**26,359,420**	**25,777,748**	**27,297,222**	**25,671,482**	**28,253,027**	**29,806,107**	**26,156,071**	**29,122,356**	**28,404,741**	**27,873,229**	**28,484,283**
Total Gross Outpatient Revenue	#########	########	**44,370,168**	**42,178,176**	**45,947,719**	**42,301,961**	**46,175,095**	**47,004,351**	**43,946,342**	**48,203,076**	**47,381,806**	**48,170,044**	**46,452,275**
Total Gross Revenue	**151,326,759**	**153,409,214**	**161,384,869**	**152,863,769**	**164,410,801**	**155,872,445**	**163,785,576**	**171,369,352**	**155,803,441**	**167,976,310**	**155,987,804**	**162,851,115**	**157,508,168**
Deductions from Revenue													
Inpatient Contractual Allowances:													
Medicare Traditional													
8511-5811-51141 CONT ACUTE MCARE FFS	8,309,062	10,074,362	13,489,929	13,341,029	12,903,548	12,020,849	14,136,037	15,491,205	13,381,168	14,949,650	12,584,089	13,099,319	12,887,304
8511-5811-51241 CONT SNF MCARE FFS	527,813	609,918	220,887	300,782	796,871	292,678	210,171	279,038	252,688	276,668	338,817	108,178	162,934
8511-5811-51341 CONT PSYCH MCARE FFS	24,131	393,697	69,472	45,113	(11,764)	22,570	181,718	120,433	294 123	43,107	594,550	25,218	279,853
8511-5811-51810 CA MCre FFS Inpt Acute	1,260,695	119,648	126,314	23,662	144,042	(12,839)	133,919	238,966	(387)	130,995	324,104	68,689	283,778
Total. Medicare Traditional	8,121,701	11,197,821	13,906,602	13,710,586	13,832,495	12,323,058	14,661,844	16,129,640	13,907,813	15,397,650	13,839,631	13,263,402	13,683,870
Medicare - Managed Care.													
8511-5812-51142 CONT ACUTE MCARE MGD CARE	707,941	53,224	(24,281)	1,287,598	8,589,729	5,847,537	5,601,051	6,752,117	6,890,815	6,921,887	6,807,244	6,479,813	6,662,583
511-5812-51242 CONT SNF MCARE MGD CARE	0	20,768	0	0	35,497	0	0	0	130,730	2,695	0	55,973	5,877
1-5812-51342 CONT PSYCH MCARE MGD CARE	7,962	6,957	312	0	91,030	92,645	9,985	0	39,093	25,370	118,226	0	11,545
Total. Medicare - Managed Care	715,903	83,948	(23,969)	1,287,598	8,716,255	5,940,183	5,610,036	6,752,117	7,060,437	6,949,951	6,925,470	6,531,587	6,679,805
Medicare - At-Risk.													
8511-5813-51143 CONT ACUTE MCARE RISK	740,616	7,243,560	11,767,681	10,708,221	10,193,115	7,631,447	6,046,457	3,489,246	6,038,060	(727,106)	8,273,810	(1,530,876)	2,012,944
8511-5813-51243 CONT SNF MCARE RISK	0	87,599	79,216	0	168,783	(10,739)	1,634	26,637	16,868	204,415	0	0	26,323
8511-5813-51343 CONT PSYCH MCARE RISK	24,003	11,543	0	0	169,758	53,024	0	14,603	16,015	0	14,210	25,511	0
Total. Medicare - At-Risk	764,619	7,342,701	11,847,077	10,708,221	10,531,656	7,673,732	6,048,091	3,529,486	6,071,961	(522,691)	8,288,020	(1,505,365)	2,041,267
Medical Traditional.													
8511-5821-51151 CONT ACUTE MCAID FFS	16,952,355	17,796,081	21,476,426	16,988,485	20,456,249	15,735,731	27,330,692	22,898,278	11,803,690	12,799,205	17,730,956	17,326,983	19,214,446
8511-5821-51251 CONT SNF MCAID FFS	185,698	1,135,679	427,885	511,326	303,385	142,205	740,381	809,714	162,952	361,759	317,971	88,693	110,698
8511-5821-51351 CONT PSYCH MCAID FFS	1,389,948	2,688,027	1,358,342	2,343,903	1,838,944	1,487,020	1,285,871	3,247,741	929,870	2,529,168	2,080,927	1,926,876	1,228,551
Total. Medical Traditional	20,227,900	21,619,887	23,262,452	19,843,714	22,598,557	17,344,957	29,356,943	26,955,733	12,896,511	15,690,132	20,129,857	19,350,352	20,553,592
Medical - Managed Care.													
8511-5822-51152 CONT ACUTE MCAID MGD CARE	30,115,446	34,765,848	36,263,680	38,688,524	32,210,987	33,264,243	34,448,142	33,472,819	36,088,768	34,783,942	31,573,765	22,481,478	35,442,302
8511-5822-51252 CONT SNF MCAID MGD CARE	52,462	12,648	194,585	104,733	(53,864)	376,406	62,951	348,556	72,601	151,448	101,242	193,545	658,502
8511-5822-51352 CONT PSYCH MCAID MGD CARE	7,384	19,030	53,910	0	2,843	21,879	31,361	270,506	1,985	79,255	0	9,548	0
Total. Medical - Managed Care	30,175,293	34,797,524	36,512,175	38,781,257	32,159,948	33,665,525	34,532,454	34,091,883	36,143,355	34,990,643	31,675,007	22,684,573	36,300,804
Medical - At Risk:													
8511-5823-51153 CONT ACUTE MCAID RISK	8,588,696	4,079,545	6,110,866	1,404,858	3,338,727	6,048,498	7,921,817	8,338,987	6,668,316	9,672,977	3,557,738	9,000,626	7,330,283
8511-5823-51253 CONT SNF MCAID RISK	18,395	33,833	20,596	0	18,116	66,872	175,486	155,559	0	59,210	16,932	24,851	12,670
8511-5823-51353 CONT PSYCH MCAID RISK	0	26,333	0	0	0	0	0	0	23,506	0	0	0	0
Total. Medical - At Risk	9,607,091	4,139,711	6,131,462	1,404,858	3,384,843	6,113,468	8,097,313	8,494,545	6,691,822	9,732,187	3,574,670	9,025,277	7,342,953
Other Indigent:													
8511-5841-51171 CONT ACUTE COUNTY TRAUMA	(6,518,841)	(1,540,950)	932,235	(2,448,314)	108,132	(264,083)	(2,358,296)	(50,888)	(919,378)	(487,210)	(211,382)	1,389,632	(5,807,497)
Total. Other Indigent	(6,518,841)	(1,540,950)	932,235	(2,448,314)	108,132	(264,083)	(2,358,296)	(50,888)	(919,378)	(487,210)	(211,382)	1,389,632	(5,807,497)
HMO													
8511-5852-51122 CONT ACUTE COMM MGD CARE	12,611,338	12,042,001	9,247,737	8,576,141	3,694,428	4,497,598	4,269,998	5,801,407	6,936,756	8,998,911	6,852,518	7,883,035	7,650,279
8511-5852-51222 CONT SNF COMM MGD CARE	104,537	43,953	192,677	76,241	130	0	105,317	0	141,182	0	312	76,468	0
8511-5852-51322 CONT PSYCH COMM MGD CARE	154,336	48,560	47,483	31,430	6,234	54,344	(2,681)	8,111	32,323	16,046	42,472	40,984	75,872
Total HMO	12,870,211	12,134,534	9,487,897	8,683,811	3,700,792	4,551,940	4,388,634	5,809,519	7,110,263	9,012,959	6,895,302	7,970,488	7,726,150
HMO - At-Risk.													
8511-5853-51123 CONT ACUTE COMM RISK	0	0	0	0	4,156	0	0	0	0	0	0	0	0
Total HMO - At-Risk	0	0	0	0	4,156	0	0	0	0	0	0	0	0
Workers Compensation													
11-5854-51131 CONT ACUTE W/C FFS	0	94,564	126,178	306,878	114,378	90,720	247,219	783,020	623,710	371,905	84,434	(300)	247,218
Total. Workers Compensation	0	94,564	126,178	306,878	114,378	90,720	247,219	783,020	623,710	371,905	84,434	(300)	247,218
er Government:													
8511-5856-51161 CONT ACUTE OTHER GOVT FFS	(858,985)	(1,980,262)	(897,149)	(1,490,255)	2,892,522	1,232,058	67,884	(768,778)	(451,594)	3,060,548	(768,908)	10,011,315	1,032,734

Verity Healt Systems
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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8511-5856-51281 CONT SNF OTHER GOVT FFS	0	(1)	(1)	0	0	0	0	0	0	0	0	0	0
8511-5858-51361 CONT PSYCH OTHER GOVT FFS	0	108	0	0	0	0	0	0	0	0	0	0	0
8511-5857-51810 CONT ACUTE OTHER GOVT FFS MGD C/	123,615	60,261	53,986	47,653	85,640	71,127	314,560	132,345	98,455	94,587	261,222	218,380	279,248
8511-5857-51820 C/A TRAUMA - OTHER DISCOUNT SNF	992	1,242	846	801	1,753	801	822	447	298	490	287	72	584
8511-5857-51830 C/A TRAUMA - Exempt Psych Unit	5,175	2,113	3,323	3,671	822	3,708	16,692	12,751	8,028	3,420	23,658	24,471	2,981
Total. Other Government	(729,223)	(1,916,638)	(838,995)	(1,437,830)	2,990,738	1,307,892	399,658	(823,233)	(348,813)	3,159,026	(484,843)	10,254,219	1,315,525
Total - Inpatient Contractual Allowances	**75,234,454**	**87,943,284**	**101,375,112**	**90,852,657**	**96,107,947**	**88,947,192**	**100,860,796**	**101,871,845**	**90,237,481**	**96,314,551**	**92,486,165**	**90,903,843**	**90,183,887**
Outpatient Contractual Allowances:													
Medicare Traditional.													
8511-5811-54541 CONT OP MCARE FFS	1,483,169	1,831,135	1,012,485	1,327,217	1,931,268	1,814,337	1,999,016	1,458,016	1,626,219	1,215,982	1,818,040	1,740,550	1,698,857
Total. Medicare Traditional	1,483,169	1,831,135	1,012,485	1,327,217	1,931,268	1,814,337	1,999,016	1,458,016	1,626,219	1,215,982	1,818,040	1,740,550	1,698,857
Medicare - Managed Care:													
8511-5812-54542 CONT OP MCARE MGD CARE	120,811	(1,098)	9,213	144,680	1,243,138	648,295	1,014,233	1,000,084	577,735	508,340	1,178,980	1,352,803	1,266,562
Total. Medicare - Managed Care	120,811	(1,098)	9,213	144,680	1,243,138	648,295	1,014,233	1,000,084	577,735	508,340	1,178,980	1,352,803	1,266,562
Medicare - At-Risk:													
8511-5813-54543 CONT OP MCARE RISK	3,689,381	1,170,457	1,820,101	398,198	3,279,137	3,101,207	3,539,112	3,312,467	3,393,883	3,046,462	2,376,685	3,121,577	2,484,287
Total. Medicare - At-Risk	3,689,381	1,170,457	1,820,101	398,198	3,279,137	3,101,207	3,539,112	3,312,467	3,393,883	3,046,462	2,376,685	3,121,577	2,484,287
Medical Traditional.													
8511-5821-54551 CONT OP MCAID FFS	1,874,833	(1,161,762)	782,581	668,598	1,533,664	1,577,726	4,033,018	2,904,681	821,698	(375,229)	1,406,848	147,379	2,423,540
Total. Medical Traditional	1,874,833	(1,161,762)	782,581	668,598	1,533,664	1,577,726	4,033,018	2,904,681	821,698	(375,229)	1,406,848	147,379	2,423,540
Medical - Managed Care.													
8511-5822-54552 CONT OP MCAID MGD CARE	8,508,877	11,454,393	4,376,380	9,480,851	2,774,093	6,485,014	5,813,744	5,827,453	11,838,803	7,740,460	7,390,590	4,420,435	3,693,595
Total. Medical - Managed Care	8,508,877	11,454,393	4,376,380	9,480,851	2,774,093	6,485,014	5,813,744	5,827,453	11,838,803	7,740,460	7,390,590	4,420,435	3,693,595
Medical - At Risk:													
8511-5823-54553 CONT OP MCAID RISK	1,780,118	755,932	1,191,726	820,245	1,314,793	1,530,888	2,337,859	1,394,387	1,119,357	3,883,598	857,516	2,748,347	1,954,025
Total. Medical - At Risk	1,780,118	755,932	1,191,726	820,245	1,314,793	1,530,888	2,337,859	1,394,387	1,119,357	3,883,598	857,516	2,748,347	1,954,025
HMO													
8511-5852-54522 CONT OP COMM MGD CARE	3,267,966	1,827,857	2,918,949	2,010,877	3,568,887	2,201,313	1,787,568	1,846,220	1,574,881	1,778,887	2,884,016	2,398,821	2,075,347
Total. HMO	3,267,966	1,827,857	2,918,949	2,010,877	3,568,887	2,201,313	1,787,568	1,846,220	1,574,881	1,778,887	2,884,016	2,398,821	2,075,347
ers Compensation.													
8511-5854-54531 CONT OP W/C FFS	27,265	22,848	37,437	24,398	43,876	42,822	88,468	87,829	93,534	105,213	90,127	70,508	69,643
Total. Workers Compensation	27,265	22,848	37,437	24,398	43,876	42,822	88,468	87,829	93,534	105,213	90,127	70,508	69,643
Other Government:													
8511-5858-54581 CONT OP OTHER GOVT FFS	722,022	(2,650)	3,218	(181)	0	15,775	14,432	141,440	290,484	537,582	325,320	181,358	176,494
8511-5857-54850 C/A TRAUMA - Outpatient	5,008	3,762	4,618	3,828	11,081	4,145	3,468	20,328	3,335	4,611	3,815	18,795	16,159
8511-5857-54851 C/A TRAUMA - OTHER DISCOUNT ER	(10,813)	1,558	2,199	(19,430)	416,675	(1,331)	410,837	841,455	1,850	208,231	293,483	1,324,822	537,169
Total. Other Government	716,218	2,720	10,034	(15,783)	427,756	18,588	428,885	803,223	295,748	1,050,824	624,597	1,521,975	726,842
Total - Outpatient Contractual Allowance	**21,446,708**	**15,912,482**	**12,170,866**	**14,669,681**	**16,136,630**	**17,219,891**	**20,819,387**	**18,634,343**	**21,338,657**	**19,754,736**	**18,305,377**	**17,522,694**	**16,394,706**
ER Contractual Allowances:													
Medicare Traditional													
8511-5811-54741 CONT ER MCARE FFS	1,357,720	1,117,825	1,541,614	1,410,917	1,219,124	1,076,387	1,292,331	1,532,717	1,371,842	1,625,693	1,430,933	1,465,656	1,388,140
8511-5811-54878 C/A MCre Prior Settlement	0	0	356,076	0	0	(477,774)	0	0	385,182	(111,859)	0	0	0
Total. Medicare Traditional	1,357,720	1,117,825	1,897,690	1,410,917	1,219,124	598,593	1,292,331	1,532,717	1,756,824	1,514,238	1,430,933	1,465,656	1,388,140
Medicare - Managed Care.													
8511-5812-54742 CONT ER MCARE MGD CARE	19,419	14,475	1,291	253,633	984,401	666,263	1,133,076	693,379	834,371	1,035,321	1,390,807	1,342,337	1,216,541
Total. Medicare - Managed Care	19,419	14,475	1,291	253,633	984,401	666,263	1,133,076	693,379	834,371	1,035,321	1,390,807	1,342,337	1,216,541
Medicare - At-Risk:													
8511-5813-54743 CONT ER MCARE RISK	931,395	236,869	393,720	216,290	856,499	672,945	913,362	618,462	700,025	658,986	659,357	1,109,639	825,416
Total. Medicare - At-Risk	931,395	236,869	393,720	216,290	856,499	672,945	913,362	618,462	700,025	658,986	659,357	1,109,639	825,416
Medical Traditional.													
8511-5821-54751 CONT ER MCAID FFS	3,142,856	6,843,525	3,850,692	4,059,315	3,972,168	3,003,760	1,752,249	3,888,413	3,434,412	5,154,810	4,467,631	5,538,507	4,183,513
8511-5821-54878 C/A MCaid FFS Prior Settlement	0	0	0	(2,498,398)	8	0	(58,641)	0	508,009	0	0	0	0
Total. Medical Traditional	3,142,856	6,843,525	3,850,692	1,560,919	3,972,177	3,003,760	1,693,608	3,888,413	3,942,421	5,154,810	4,467,631	5,538,507	4,183,513
Medical - Managed Care.													
8511-5822-54752 CONT ER MCAID MGD CARE	8,150,244	6,860,254	10,892,166	9,841,596	10,902,371	9,172,894	8,671,847	10,820,201	6,883,909	12,124,087	12,192,854	13,108,912	11,427,146
Total. Medical - Managed Care	8,150,244	6,860,254	10,892,166	9,841,596	10,902,371	9,172,894	8,671,847	10,820,201	6,883,909	12,124,087	12,192,854	13,108,912	11,427,146
Medical - At Risk.													
8511-5823-54753 CONT ER MCAID RISK	1,572,220	376,471	933,860	379,487	1,472,872	1,003,028	1,326,909	1,481,578	878,838	2,595,562	801,219	2,678,178	1,554,573
Total. Medical - At Risk	1,572,220	376,471	933,860	379,487	1,472,872	1,003,028	1,326,909	1,481,578	878,838	2,595,562	801,219	2,678,178	1,554,573
HMO													
1-5852-54722 CONT ER COMM MGD CARE	2,764,398	2,833,099	2,905,236	1,482,838	1,213,068	981,939	795,858	730,873	1,048,476	1,208,880	1,812,337	1,449,002	1,629,315
Total. HMO	2,764,398	2,833,099	2,905,236	1,482,838	1,213,068	981,939	795,858	730,873	1,048,476	1,208,880	1,812,337	1,449,002	1,629,316
Workers Compensation													

Verity Healt Systems
St Francis Medical Center
Trended Income Statement
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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8511-5854-54731 CONT ER W/C FFS	52,987	48,024	94,725	161,142	90,258	110,116	84,053	70,087	38,599	124,271	89,413	74,210	116,818
Total Workers Compensation	52,987	48,024	94,725	161,142	90,258	110,116	84,053	70,087	38,599	124,271	89,413	74,210	116,818
Other Government:													
8511-5856-54761 CONT ER OTHER GOVT FFS	19,384	3,839	(3,521)	0	3,034	2,904	2,244	14,357	0	14,384	12,240	0	3,078
Total Other Government	19,384	3,839	(3,521)	0	3,034	2,904	2,244	14,357	0	14,384	12,240	0	3,078
Total - ER Contractual Allowances	**18,030,585**	**18,136,481**	**20,565,759**	**16,306,831**	**20,713,798**	**16,392,542**	**15,917,087**	**20,029,867**	**15,880,961**	**24,630,300**	**22,673,692**	**28,784,639**	**22,024,539**
Provider Fees:													
Provider Fee - Medical													
8511-5821-54677 Provider Fee - Medi-Cal	0	0	0	0	0	0	(48,935,851)	(7,074,849)	(4,446,848)	(4,446,848)	(4,446,848)	(4,446,848)	(4,446,848)
Total Provider Fee - Medical	0	0	0	0	0	0	(48,935,851)	(7,074,849)	(4,446,848)	(4,446,848)	(4,446,848)	(4,446,848)	(4,446,848)
Provider Fee - Medical-Managed Care:													
8511-5821-54678 Provider Fee - Medi-Cal MgdCare	0	0	0	0	(58,112,270)	0	0	0	0	0	0	(16,756,174)	(10,305,313)
Total Provider Fee - Medical-Managed Care	0	0	0	0	(58,112,270)	0	0	0	0	0	0	(16,756,174)	(10,305,313)
Total Provider Fees:	**0**	**0**	**0**	**0**	**(58,112,270)**	**0**	**(49,935,851)**	**(7,074,849)**	**(4,446,848)**	**(4,446,848)**	**(4,446,848)**	**(21,202,820)**	**(14,752,159)**
DispShare Pymt													
Total - Contractual Allowances	**114,711,746**	**121,992,247**	**134,111,738**	**120,829,169**	**74,646,105**	**122,559,625**	**87,661,419**	**133,461,206**	**123,011,453**	**135,252,941**	**129,028,588**	**113,986,357**	**113,850,773**
Charity:													
Charity													
8511-5870-51181 CONT ACUTE OTHER INDIGENT	180,335	1,044,901	(407,815)	1,256,580	(594,206)	1,584,990	79,850	145,287	(343,351)	(524,360)	(822,912)	(766,178)	(256,936)
8511-5870-51830 CHARITY OTHER - PSYCH	133,117	19,446	83,593	0	127,432	113,955	3,924	868,963	67,511	20,178	38,127	83,302	34,257
8511-5870-54850 CHARITY OTHER - OUTPATIENT	5,476,944	374,882	1,907,404	168,491	2,371,180	543,063	609,423	320,025	888,794	392,105	247,043	525,121	5,826,200
8511-5870-54851 CHARITY OTHER - ER	3,056,611	1,027,798	1,430,601	1,070,380	1,546,681	1,813,822	1,377,034	2,234,043	1,791,799	(8,570)	(139,518)	3,897,225	959,702
Total Charity	8,847,008	2,467,027	3,013,783	2,493,451	3,450,987	4,135,839	2,070,231	3,368,317	2,402,753	(118,645)	(680,260)	3,719,471	6,363,220
Total - Charity Allowances	**8,847,008**	**2,467,027**	**3,013,783**	**2,493,451**	**3,450,987**	**4,135,839**	**2,070,231**	**3,368,317**	**2,402,753**	**(118,645)**	**(680,260)**	**3,719,471**	**6,363,220**
ther:													
1-5920-51810 POLICY DISCOUNTS INPT ACUTE	681,590	286,222	437,903	310,839	118,524	715,513	537,899	437,136	584,095	506,793	483,619	987,469	517,413
8511-5920-51820 POLICY DISCOUNTS SNF	28,512	7,713	48,475	0	0	47,884	0	0	0	3,950	1,611	0	11,889
8511-5920-51830 POLICY DISCOUNTS PSHYC	79,448	28,925	22,027	8,733	0	(8,338)	35,876	36,885	9,045	35,295	16,138	75,888	37,524
8511-5920-54850 POLICY DISCOUNTS OUT PATIENT	246,360	48,552	60,908	14,417	4,143	28,708	53,034	52,846	58,164	162,102	90,605	130,134	106,242
8511-5920-54851 POLICY DISCOUNTS ER	739,285	449,991	778,798	558,909	28,170	553,167	679,376	729,337	499,262	149,825	99,748	2,009,979	485,222
8511-5930-51810 ADMIN ADJ INPT ACUTE	283,324	1,121,109	(543,713)	981,505	536,663	(868,888)	589,277	(200,436)	700,388	1,856,389	1,530,427	(4,762,343)	648,841
8511-5930-51820 ADMIN ADJ INPT SNF	9,932	23,857	24	0	0	0	0	0	0	0	0	0	0
8511-5930-51830 ADMIN ADJ PSHYC	0	0	0	(4,970)	(2,285)	0	0	0	0	0	0	0	33,011
8511-5930-54850 ADMIN ADJ INPT OUT PATIENT	3,130	1,106	811	(3,293)	(8,528)	679	625	11,278	21,394	952	776	898	771
8511-5930-54851 ADMIN ADJ INPT OUT ER	32,685	11,718	30,826	(11,987)	(58,719)	5,243	300	(398)	3,942	6,119	7,039	7,747	17,330
Total Other	2,001,265	1,979,194	835,458	1,832,153	609,268	343,870	1,876,487	1,065,481	1,853,310	2,723,405	2,226,854	(1,550,138)	1,858,023
Total - Other Allowances	**2,001,265**	**1,979,194**	**835,458**	**1,832,153**	**609,268**	**343,870**	**1,676,487**	**1,065,481**	**1,853,310**	**2,723,405**	**2,226,854**	**(1,550,138)**	**1,858,023**
DSH:													
SB 1255													
8511-5831-51810 MEDI-CAL SB 1255 PYMTS - CA CNTYIND	(670,028)	(641,667)	(641,667)	(641,667)	(641,667)	(641,667)	(641,667)	(641,667)	(641,667)	(641,667)	(641,667)	(641,667)	(1,044,449)
Total SB 1255	(670,028)	(641,667)	(641,667)	(641,667)	(641,667)	(641,667)	(641,667)	(641,667)	(641,667)	(641,667)	(641,667)	(641,667)	(1,044,449)
SB 1732													
8511-5832-51810 MEDI-CAL CRRP PAYMENTS - CA CNTYID	(184,419)	(183,333)	(183,333)	(183,333)	(183,333)	(183,333)	(183,333)	(183,333)	(183,333)	(183,333)	(183,333)	(183,333)	(524,411)
Total SB 1732	(184,419)	(183,333)	(183,333)	(183,333)	(183,333)	(183,333)	(183,333)	(183,333)	(183,333)	(183,333)	(183,333)	(183,333)	(524,411)
SB 855													
8511-5833-51810 MEDI-CAL SB 855 PYMTS	(3,960,907)	(1,922,723)	(1,922,723)	(1,922,723)	(1,922,723)	(1,922,723)	(1,922,723)	(1,922,723)	(316,726)	(1,721,973)	(1,721,973)	(1,721,973)	(1,721,973)
Total SB 855	(3,960,907)	(1,922,723)	(1,922,723)	(1,922,723)	(1,922,723)	(1,922,723)	(1,922,723)	(1,922,723)	(316,726)	(1,721,973)	(1,721,973)	(1,721,973)	(1,721,973)
SB 474													
8511-5834-51810 MEDI-CAL SB 474 PYMTS	0	(75,583)	(75,583)	(75,583)	(75,583)	(75,583)	(75,583)	(75,583)	(75,583)	(75,583)	(75,583)	(75,583)	288,617
Total SB 474	0	(75,583)	(75,583)	(75,583)	(75,583)	(75,583)	(75,583)	(75,583)	(75,583)	(75,583)	(75,583)	(75,583)	288,617
Total - DSH	**(4,815,354)**	**(2,823,306)**	**(2,823,306)**	**(2,823,306)**	**(2,823,306)**	**(2,823,306)**	**(2,823,306)**	**(2,823,306)**	**(1,217,309)**	**(2,622,556)**	**(2,622,556)**	**(2,622,556)**	**(3,004,217)**
Total - Deductions From Revenue	**120,744,864**	**123,615,161**	**135,137,873**	**122,331,467**	**76,083,053**	**124,216,028**	**88,784,631**	**135,071,678**	**126,050,207**	**135,235,145**	**127,952,626**	**113,535,138**	**119,067,800**
Pat. Rev. Net of Contractuals & Other De	**30,582,095**	**29,794,052**	**26,247,186**	**30,532,301**	**88,327,746**	**31,656,417**	**75,000,745**	**36,297,674**	**29,753,234**	**32,741,165**	**28,035,178**	**49,315,977**	**38,440,368**
Provision for Doubtful Accounts:													
8511-5800-51000 Bad Debt Expense - I/P	**1,574,288**	**3,171,720**	**1,806,004**	**2,846,629**	**3,069,319**	**4,981,088**	**1,188,872**	**2,571,175**	**1,675,322**	**3,958,782**	**1,141,081**	**(760,900)**	**(2,165,849)**
tal: Provision for Doubtful Accounts	**1,574,288**	**3,171,720**	**1,806,004**	**2,846,629**	**3,069,319**	**4,981,088**	**1,188,872**	**2,571,175**	**1,675,322**	**3,958,782**	**1,141,081**	**(760,900)**	**(2,165,849)**
..et Patient Revenue	**29,007,827**	**26,622,332**	**24,441,182**	**27,685,672**	**85,258,429**	**26,675,329**	**73,811,873**	**33,726,499**	**28,077,912**	**28,782,383**	**26,894,097**	**50,076,877**	**40,606,017**

Verity Healt Systems
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June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Other Revenue:													
Other Revenue:													
8511-5330-59920 Cafeteria Income	80,631	83,792	89,301	84,535	89,404	84,258	88,837	81,619	89,107	89,217	90,222	91,381	108,900
8511-5335-59920 Vending Machine Income	1,428	1,825	1,402	1,377	947	1,540	(570)	1,784	1,845	1,278	1,633	1,145	1,154
8511-5700-59910 Medical Records Abstracts	14,297	9,264	11,853	10,993	9,177	13,359	9,261	13,194	6,500	16,886	6,685	9,714	8,820
8511-5700-59920 HIS Income	0	0	0	0	0	0	0	0	0	255	0	0	0
8511-5780-59920 Other Operating Revenue	38,628	4,690	2,222	1,482	92,170	532	3,888	1,774	4,077	1,817	60,697	(3,914)	(304)
8511-5789-59920 Physician Billing	4,432	0	0	268	0	0	0	4,574	0	4,883	391	300	0
8511-7011-59920 Other Operating Revenue	2,839	3,100	0	0	0	2,275	925	2,775	9,185	975	0	0	0
8511-7400-59920 Other Operating Revenue	0	1,471	0	0	0	0	2,134	434	0	0	0	476	0
8511-8215-59920 Other Operating Revenue	807	4,214	840	548	1,269	0	0	0	2,033	2,580	0	1,547	445
8511-8810-59920 Other Operating Revenue	0	0	0	0	0	44,469	(12,412)	0	0	0	0	0	0
8511-8810-59920 Other Oper Rev	1,000	0	498	0	0	0	158	0	0	0	0	0	0
8511-8700-59920 HIS Income	0	0	0	1,000	0	0	0	0	0	0	0	0	0
8511-8771-59920 HCI Contribution Revenue	0	448	0	0	0	0	0	0	0	0	0	0	0
8511-8293-59920 Other Oper Rev	0	0	0	1	0	0	5	9	8	8	8	8	13
8511-8400-59935 Other Revenue - Meaningful Use	0	0	0	0	0	0	0	0	0	0	23,853	0	0
Total: Other Revenue	143,864	108,803	106,115	100,197	192,968	146,453	92,225	109,384	112,756	117,850	188,890	100,837	117,028
Gain or Loss on Property Sale.													
8511-9010-59985 Gains&Loss-Hospital Property	9,267	401	0	0	0	0	0	0	0	0	0	0	0
Total. Gain or Loss on Property Sale	9,267	401	0	0	0	0	0	0	0	0	0	0	0
Rental Revenue													
8511-9250-59920 PHYS OFFICE & OTHER RENTAL REV	21,058	24,264	20,929	20,929	(9,604)	13,465	13,465	26,838	17,922	20,822	30,525	2,681	29,600
Total. Rental Revenue	21,058	24,264	20,929	20,929	(9,604)	13,465	13,465	26,838	17,922	20,822	30,525	2,681	29,600
Total Other Revenue	**174,188**	**133,468**	**127,044**	**121,126**	**183,362**	**159,918**	**105,690**	**133,199**	**130,678**	**138,372**	**217,414**	**103,318**	**146,628**
Capitation Premium Revenue													
8511-9360-91880 Premium Revenue	8,273,215	8,122,758	10,885,023	8,536,796	12,423,676	8,773,708	8,226,689	8,455,488	8,794,113	8,657,350	8,628,699	9,305,574	11,338,994
Total. Capitation Premium Revenue	8,273,215	8,122,758	10,885,023	8,536,796	12,423,676	8,773,708	8,226,689	8,455,488	8,794,113	8,657,350	8,628,699	9,305,574	11,338,994
Capitation Risk Pool Reserve:													
8511-9360-91581 Risk Pool Reserves	(1,561,198)	(725,975)	(1,679,720)	(881,998)	(2,560,110)	(660,484)	(537,258)	(542,237)	(364,470)	(326,991)	(1,011,924)	(304,917)	(1,975,036)
Total. Capitation Risk Pool Reserve	(1,561,198)	(725,975)	(1,679,720)	(881,998)	(2,560,110)	(660,484)	(537,258)	(542,237)	(364,470)	(326,991)	(1,011,924)	(304,917)	(1,975,036)
tal Capitation Revenue	**6,712,017**	**7,396,782**	**9,205,303**	**7,656,797**	**9,863,566**	**8,113,222**	**7,688,432**	**7,913,231**	**8,429,643**	**8,330,359**	**7,616,775**	**9,000,657**	**9,363,958**
restricted Contributions:													
Unrestricted Contributions:													
8511-6070-59550 UNRESTRICTED CONTRIBU	0	0	0	0	0	0	0	0	0	0	0	17,668	0
8511-7011-59550 UNRESTRICTED CONTRIBU	0	0	20,195	0	294,859	0	96,318	0	0	124,417	0	0	131,230
8511-7075-59550 UNRESTRICTED CONTRIBU	1,845	155,207	851,778	112,523	122,336	115,735	160,361	144,735	148,752	177,003	310,302	28,230	261,529
8511-7268-59550 UNRESTRICTED CONTRIBU	0	0	10,880	7,398	7,398	7,398	0	0	13,340	0	0	0	0
8511-7690-59550 UNRESTRICTED CONTRIBU	0	0	0	0	0	0	0	0	0	0	35,985	0	0
8511-8049-59550 UNRESTRICTED CONTRIBU	0	250	0	0	0	32,049	1,090	0	1,210	15,340	48,402	0	25,016
8511-8810-59550 UNRESTRICTED CONTRIBU	0	0	0	0	0	0	0	0	0	0	0	0	1,038
8511-8838-59550 UNRESTRICTED CONTRIBU	0	0	0	0	0	0	0	0	0	0	0	1,009	0
8511-8877-59550 UNRESTRICTED CONTRIBU	0	0	0	0	39,690	0	0	0	0	0	0	10,000	0
8511-8771-59550 UNRESTRICTED CONTRIBU	121,857	17,318	29,721	0	11,434	22,431	9,155	4,096	0	26,281	20,552	11,259	16,855
8511-8780-59550 UNRESTRICTED CONTRIBU	(3)	123,436	17,439	2,249	154,248	1,132	1,866	0	48,715	89,154	17,014	36,835	18,848
8511-8040-59955 Unrestricted Contributions	6,031	7,585	5,547	5,547	17,512	7,295	10,701	10,223	5,549	5,549	6,349	68,520	25,448
Total: Unrestricted Contributions	129,530	303,796	735,559	127,715	647,475	186,038	279,492	159,054	215,567	437,744	438,583	173,520	479,764
Total Unrestricted Contribution	**129,530**	**303,796**	**735,559**	**127,715**	**647,475**	**186,038**	**279,492**	**159,054**	**215,567**	**437,744**	**438,583**	**173,520**	**479,764**
Total Revenues	**36,023,563**	**34,456,378**	**34,509,098**	**35,591,311**	**95,952,832**	**35,134,507**	**81,885,467**	**41,931,983**	**36,853,600**	**37,688,858**	**35,166,870**	**59,354,373**	**50,596,266**
EXPENSES:													
Productive Salaries:													
70000 Mgmt & Supervision.													
8511-6010-70000 Mgmt & Supervision	37,949	35,667	35,236	28,408	31,118	17,876	19,883	21,884	26,500	42,509	47,824	47,060	53,160
8511-6070-70000 Mgmt & Supervision	1,337	7,942	15,264	16,040	15,907	13,734	8,389	3,788	7,488	1,214	2,310	12,241	14,742
8511-8181-70000 Mgmt & Supervision	41,660	38,770	37,858	40,965	40,870	38,699	35,749	36,736	35,595	40,955	38,504	50,998	41,505
8511-8179-70000 Mgmt & Supervision	7,435	11,106	10,211	9,881	10,211	9,881	7,508	11,480	16,360	19,238	20,345	13,038	19,562
8511-8182-70000 Mgmt & Supervision	9,090	9,560	9,690	9,621	10,149	9,821	7,824	9,134	9,297	10,149	10,725	11,366	10,486
8511-8184-70000 Mgmt & Supervision	17,727	12,171	10,195	9,587	9,922	9,587	6,665	9,872	9,335	9,352	14,473	28,425	20,807
8511-8187-70000 Mgmt & Supervision	20,141	20,562	35,518	31,783	33,558	32,844	28,609	26,414	30,833	34,970	32,537	34,522	24,838
8511-8188-70000 Mgmt & Supervision	23,818	22,164	21,267	19,584	22,250	20,323	17,254	18,589	18,411	12,548	12,411	18,274	8,226
8511-8290-70000 Mgmt & Supervision	2,901	0	0	0	1,943	4,254	5,969	11,881	3,325	7,053	9,312	(1,054)	182
8511-8340-70000 Mgmt & Supervision	48,090	44,962	51,448	48,567	33,810	31,685	32,858	32,074	32,810	38,745	44,948	44,053	31,831
8511-8380-70000 Mgmt & Supervision	56,655	41,922	50,326	48,081	50,708	37,143	36,014	41,355	34,841	38,910	34,108	43,557	50,537
8511-8530-70000 Mgmt & Supervision	9,764	4,752	1,714	773	3,481	8,938	6,551	6,072	11,838	(1,185)	2,802	6,403	1,634
8511-8580-70000 Mgmt & Supervision	13,187	11,773	14,216	12,948	1,268	18,110	10,098	12,722	12,858	12,134	12,790	6,225	2,769
8511-7010-70000 Mgmt & Supervision	18,821	20,749	20,987	21,091	27,072	28,831	24,729	41,770	39,569	46,006	46,838	44,018	42,875
8511-7011-70000 Mgmt & Supervision	10,650	10,442	12,772	12,360	12,772	12,360	12,000	12,624	11,538	12,772	12,360	12,772	12,360
8511-7075-70000 Mgmt & Supervision	5,099	6,927	5,548	6,412	7,049	5,839	5,282	8,707	6,139	6,185	5,778	6,887	6,457
8511-7076-70000 Mgmt & Supervision	9,531	10,562	11,116	10,849	11,185	11,842	9,092	8,788	9,932	11,193	3,629	8,647	3,382
8511-7093-70000 Mgmt & Supervision	3,050	5,199	(206)	3,245	8,218	4,555	5,710	4,707	5,377	6,150	4,317	3,497	489
8511-7268-70000 Mgmt & Supervision	14,604	22,527	24,767	21,939	24,088	20,661	20,064	21,227	21,508	25,397	22,280	24,882	21,730
8511-7400-70000 Mgmt & Supervision	10,426	(3,889)	0	0	0	0	0	0	0	0	0	0	14,112
8511-7420-70000 Mgmt & Supervision	27,770	22,745	25,541	19,853	25,804	29,111	20,010	19,371	10,188	11,556	12,544	4,056	15,207
1-7470-70000 Mgmt & Supervision	3,375	2,381	4,118	3,668	3,901	3,342	3,383	2,858	3,569	4,068	3,867	3,679	3,775
-7500-70000 Mgmt & Supervision	27,729	29,590	29,429	27,838	30,282	25,905	32,171	35,410	25,229	32,065	30,811	37,362	50,722
1-7570-70000 Mgmt & Supervision	6,384	2,247	3,740	3,267	2,700	2,768	11,985	12,797	12,082	13,371	12,734	13,215	12,940
8511-7591-70000 Mgmt & Supervision	13,282	12,697	12,221	9,530	12,540	12,494	9,302	13,381	14,446	5,016	0	0	0
8511-7630-70000 Mgmt & Supervision	19,732	18,275	22,287	19,212	19,658	18,672	17,145	18,573	18,853	22,029	18,768	23,347	19,020

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8511-7710-70000 Mgmt & Supervision	16,847	26,385	31,198	24,217	32,958	12,922	10,420	14,941	15,657	17,091	12,680	17,091	11,908
8511-7720-70000 Mgmt & Supervision	18,080	11,062	14,719	13,891	13,264	13,590	20,788	20,293	13,741	21,722	26,812	30,487	21,889
8511-7722-70000 Mgmt & Supervision	7,795	7,384	8,787	8,762	9,087	9,170	5,804	8,543	6,676	8,252	8,762	7,960	5,790
8511-7730-70000 Mgmt & Supervision	0	0	0	0	0	0	0	0	0	0	926	(362)	0
8511-7801-70000 Mgmt & Supervision	0	0	0	0	0	1,371	1,634	2,372	(211)	0	2,035	(508)	0
8511-8215-70000 Mgmt & Supervision	0	0	0	0	0	0	0	0	0	0	0	5,715	15,210
8511-8231-70000 Mgmt & Supervision	0	0	0	0	0	0	9,310	0	0	0	0	0	0
8511-8310-70000 Mgmt & Supervision	0	1,776	0	0	0	0	0	0	0	0	0	0	0
8511-8400-70000 Mgmt & Supervision	8,905	9,469	10,542	8,250	10,542	9,318	8,487	9,856	9,046	8,297	9,420	10,848	8,726
8511-8402-70000 Mgmt & Supervision	4,089	3,729	3,947	3,577	3,851	4,152	3,913	4,091	4,158	3,891	3,058	4,502	3,927
8511-8420-70000 Mgmt & Supervision	7,733	5,114	8,230	7,965	8,230	7,274	7,381	8,481	10,162	11,619	10,701	10,095	10,732
8511-8460-70000 Mgmt & Supervision	15,707	12,830	16,033	15,610	17,209	22,485	22,305	24,158	21,765	23,875	23,460	24,097	22,478
8511-8510-70000 Mgmt & Supervision	4,872	(1,836)	0	0	0	0	0	0	0	0	0	0	0
8511-8511-70000 Mgmt & Supervision	11,736	11,670	5,002	12,409	11,837	11,485	11,837	11,837	10,691	11,837	11,485	11,837	11,455
8511-8530-70000 Mgmt & Supervision	5,719	12,455	11,272	2,254	11,928	(3,272)	0	0	0	0	0	0	0
8511-8560-70000 Mgmt & Supervision	13,345	11,228	15,453	15,617	18,586	17,031	11,838	14,780	15,251	13,753	12,623	14,131	12,340
8511-8591-70000 Mgmt & Supervision	0	0	0	0	0	0	0	0	0	0	0	0	7,808
8511-8810-70000 Mgmt & Supervision	91,169	80,013	102,030	83,677	100,825	98,691	78,322	97,264	92,833	66,280	113,032	93,039	(701,214)
8511-8815-70000 Mgmt & Supervision	28,704	23,662	21,928	12,677	13,100	12,677	8,747	33,087	32,678	40,190	38,133	39,245	32,248
8511-8838-70000 Mgmt & Supervision	1,252	0	0	0	0	0	0	0	0	0	0	0	0
8511-8850-70000 Mgmt & Supervision	21,944	41,981	16,676	21,245	19,748	19,949	10,307	19,750	18,818	20,814	19,018	20,614	19,949
8511-8861-70000 Mgmt & Supervision	848	0	0	0	3,314	7,401	7,318	7,208	7,457	7,126	7,015	7,922	7,788
8511-8880-70000 Mgmt & Supervision	19,283	19,261	8,008	9,422	9,231	8,943	11,829	12,533	11,484	13,758	11,448	14,885	9,563
8511-8710-70000 Mgmt & Supervision	8,813	7,384	9,581	8,864	9,380	9,077	5,023	8,835	8,714	8,109	9,501	9,360	7,806
8511-8720-70000 Mgmt & Supervision	40,944	47,608	38,830	35,816	53,426	50,810	55,179	62,886	57,201	59,183	58,198	54,593	60,011
8511-8751-70000 Mgmt & Supervision	10,110	13,222	26,002	12,406	14,035	13,582	8,919	12,832	12,858	13,401	13,582	14,035	7,244
8511-8752-70000 Mgmt & Supervision	17,402	20,927	13,957	11,276	15,342	14,586	20,388	20,205	22,058	24,264	23,182	24,264	21,429
8511-8784-70000 Mgmt & Supervision	0	0	0	0	0	0	0	17,407	17,155	22,987	22,685	(1,484)	7,103
8511-8771-70000 Mgmt & Supervision	8,178	4,890	8,435	7,164	5,598	9,192	4,055	7,299	7,191	8,489	7,732	3,244	6,055
Total 70000 Mgmt & Supervision	822,169	795,108	840,794	746,572	829,880	771,870	717,884	880,107	818,898	884,947	900,313	910,392	98,363
70010 Mgmt & Supervision Premium:													
8511-8340-70010 Mgmt & Supervision Premium	0	0	0	0	0	0	0	0	(38)	38	0	0	0
8511-7470-70010 Mgmt & Supervision Premium	0	0	17	9	0	9	9	0	0	9	358	397	420
8511-7500-70010 Mgmt & Supervision Premium	7,454	10,538	7,417	5,169	5,322	6,186	6,887	6,795	2,281	3,515	2,221	3,548	1,022
8511-7570-70010 Mgmt & Supervision Premium	0	0	0	428	29	56	(26)	0	0	0	0	0	0
8511-8402-70010 Mgmt & Supervision Premium	8	18	8	8	0	0	67	128	294	232	579	620	829
8511-8720-70010 Mgmt & Supervision Premium	411	1,230	5,270	3,662	38	7,013	4,758	16,956	14,263	10,037	12,909	9,483	9,287
Total 70010 Mgmt & Supervision Premium	7,873	11,784	12,711	9,265	5,390	13,263	11,698	23,882	16,830	13,830	16,068	14,028	11,388
70100 Technician & Specialist:													
8511-6070-70100 Technician & Specialist	0	0	0	0	0	0	0	0	0	381	2,249	1,408	3,414
511-6151-70100 Technician & Specialist	8,638	10,157	10,538	15,055	9,198	12,403	14,917	13,254	17,310	15,452	12,694	15,100	21,125
1-6197-70100 Technician & Specialist	0	0	0	0	0	755	1,133	6,280	3,231	4,726	1,951	2,988	5,278
1-6290-70100 Technician & Specialist	0	0	0	0	0	0	0	0	0	2,844	(481)	961	481
11-6340-70100 Technician & Specialist	28,610	34,548	32,830	29,084	23,365	29,927	22,663	27,588	21,083	31,431	32,358	31,802	30,295
8511-6380-70100 Technician & Specialist	12,509	16,815	18,727	21,141	19,844	19,707	20,397	16,089	14,082	18,106	20,321	15,472	18,255
8511-6382-70100 Technician & Specialist	0	0	0	0	0	0	922	0	0	0	0	0	0
8511-6530-70100 Technician & Specialist	0	0	0	0	0	0	0	0	0	2,404	1,510	0	3,385
8511-6580-70100 Technician & Specialist	12,442	8,792	9,774	13,031	12,836	12,771	11,924	13,466	12,112	13,446	10,045	17,082	12,628
8511-7010-70100 Technician & Specialist	102,953	107,330	101,793	129,251	86,680	101,843	103,062	100,336	85,476	94,564	83,087	85,195	130,251
8511-7011-70100 Technician & Specialist	43,619	45,681	48,677	44,460	45,031	48,854	48,418	43,087	30,703	43,872	48,450	50,911	42,400
8511-7041-70100 Technician & Specialist	10,267	12,232	8,185	12,787	12,407	12,007	7,955	12,667	11,208	11,707	12,007	13,518	9,906
8511-7075-70100 Technician & Specialist	11,825	13,132	12,902	12,241	9,840	9,868	8,211	14,048	13,361	15,110	14,054	14,829	12,498
8511-7078-70100 Technician & Specialist	4,641	7,911	6,781	6,802	7,382	7,727	6,827	8,448	6,811	5,069	6,888	7,430	7,600
8511-7087-70100 Technician & Specialist	36,685	37,459	37,698	37,009	37,777	39,087	41,548	41,450	37,258	39,842	38,722	40,532	39,387
8511-7093-70100 Technician & Specialist	0	0	0	0	0	0	0	0	0	1,174	69	461	961
8511-7287-70100 Technician & Specialist	23,078	23,504	28,218	25,526	28,414	25,983	27,336	22,785	23,920	26,802	25,671	28,443	20,335
8511-7288-70100 Technician & Specialist	37,435	50,569	57,085	57,438	61,173	56,340	41,818	57,932	53,880	65,614	52,590	50,740	50,030
8511-7400-70100 Technician & Specialist	28,792	28,149	29,836	30,716	29,926	27,519	26,873	30,987	26,804	33,680	29,119	30,526	42,882
8511-7420-70100 Technician & Specialist	10,053	16,483	19,556	17,331	21,097	18,666	15,888	18,330	16,830	18,822	17,927	19,750	21,049
8511-7450-70100 Technician & Specialist	3,676	4,773	4,745	6,252	5,111	4,160	2,913	4,006	5,863	7,204	6,372	6,205	5,389
8511-7470-70100 Technician & Specialist	3,093	1,839	3,353	3,093	3,353	3,039	2,440	2,952	2,801	3,410	(703)	0	0
8511-7471-70100 Technician & Specialist	42,265	47,775	38,156	42,058	48,652	46,738	42,282	44,593	39,078	40,927	47,070	42,492	43,888
8511-7500-70100 Technician & Specialist	191,258	190,647	209,970	216,898	227,347	216,205	240,898	258,150	243,735	287,100	248,567	256,009	255,425
8511-7520-70100 Technician & Specialist	(118)	20	1,603	1,538	2,104	2,107	2,378	1,489	1,726	1,988	1,834	2,464	3,840
8511-7570-70100 Technician & Specialist	61,865	70,872	69,630	69,887	73,406	74,843	66,884	74,195	72,033	77,686	69,198	70,627	76,788
8511-7573-70100 Technician & Specialist	24,814	26,650	24,795	25,777	24,078	23,940	27,571	24,773	24,580	28,007	34,121	48,662	25,207
8511-7591-70100 Technician & Specialist	49,698	50,207	49,469	45,632	50,583	46,376	49,060	50,808	48,772	53,059	52,419	52,512	53,289
8511-7520-70100 Technician & Specialist	0	0	0	0	0	3,357	6,164	6,089	5,981	5,843	5,081	5,817	4,798
8511-7630-70100 Technician & Specialist	104,195	102,382	105,910	104,575	101,794	106,511	117,010	117,921	105,071	116,708	108,210	114,462	106,383
8511-7642-70100 Technician & Specialist	21,888	26,438	31,191	34,469	32,410	41,725	30,301	38,084	31,125	42,709	41,512	42,444	33,403
8511-7650-70100 Technician & Specialist	33,307	29,553	29,742	28,518	28,855	31,836	26,562	24,782	26,128	31,278	29,373	29,907	31,268
8511-7660-70100 Technician & Specialist	24,502	22,720	23,830	23,620	24,519	25,058	22,526	27,285	29,769	34,936	38,029	30,461	27,461
8511-7670-70100 Technician & Specialist	52,333	58,198	54,026	56,080	56,825	55,307	52,988	61,731	54,983	56,992	58,832	59,527	59,863
8511-7680-70100 Technician & Specialist	46,183	52,241	49,131	51,099	54,807	53,840	58,229	60,448	55,760	60,458	59,586	58,737	53,836
8511-7690-70100 Technician & Specialist	15,464	14,324	18,461	16,382	18,277	17,135	15,662	16,088	15,526	18,799	16,898	17,472	16,030
8511-7710-70100 Technician & Specialist	260,394	264,868	260,673	264,312	268,318	277,932	281,524	278,665	261,416	288,014	285,384	282,550	268,895
8511-7720-70100 Technician & Specialist	246,755	271,286	240,926	295,501	248,637	258,948	258,487	281,918	259,338	279,883	242,821	224,711	268,174
8511-7722-70100 Technician & Specialist	38,028	50,687	48,433	60,907	46,265	53,945	53,585	57,837	46,748	53,243	66,766	60,544	75,710
8511-7730-70100 Technician & Specialist	2,152	2,269	2,228	2,073	2,116	1,881	1,936	2,460	2,220	1,926	3,033	2,677	2,537
8511-7780-70100 Technician & Specialist	4,015	4,818	2,285	3,518	3,310	3,956	4,885	7,720	6,069	5,404	4,804	5,907	6,087
8511-7775-70100 Technician & Specialist	73,265	61,620	81,758	73,847	57,818	72,726	57,637	76,814	77,161	82,356	60,197	81,015	72,956
8511-8215-70100 Technician & Specialist	20,662	15,922	18,564	8,926	11,046	13,046	1,985	5,918	11,139	9,214	6,535	6,133	5,656
8511-8340-70100 Technician & Specialist	25,073	30,036	20,122	23,373	33,749	24,903	21,853	29,108	28,033	38,738	27,256	28,223	28,758
8511-8380-70100 Technician & Specialist	88,694	74,719	76,880	63,862	86,552	94,521	85,943	89,276	91,059	98,165	90,268	171,574	182,054
8511-8370-70100 Technician & Specialist	0	0	0	0	0	0	1,899	(1,662)	0	0	0	0	809
8511-8402-70100 Technician & Specialist	10,163	12,185	12,458	13,573	13,884	13,919	15,269	13,204	11,661	12,090	10,054	9,040	11,095
8511-8460-70100 Technician & Specialist	3,594	3,428	3,831	2,071	4,012	3,883	(104)	0	0	0	0	0	0
8511-8465-70100 Technician & Specialist	27,438	25,904	27,204	22,490	28,199	26,040	23,582	27,480	26,738	28,511	27,827	26,233	24,238
8511-8510-70100 Technician & Specialist	6,443	6,776	7,182	6,498	6,768	7,192	4,454	8,588	8,171	6,980	5,886	7,192	6,310
8511-8511-70100 Technician & Specialist	3,719	3,976	3,301	4,681	4,687	3,228	4,939	4,887	2,369	4,984	3,654	4,334	3,478
8511-8810-70100 Technician & Specialist	0	0	1,536	0	0	0	0	0	0	17,892	15,714	2,747	0
511-8815-70100 Technician & Specialist	21,511	23,031	36,525	33,758	39,484	36,273	34,573	40,356	32,949	22,646	18,316	18,697	16,266
1-8815-70100 Technician & Specialist	3,333	5,913	6,375	4,122	5,568	4,519	4,287	4,587	4,908	5,026	4,927	6,477	4,843
-8850-70100 Technician & Specialist	27,898	16,879	16,740	16,025	16,810	25,614	14,501	15,108	15,220	20,318	20,699	20,130	19,621
1-8860-70100 Technician & Specialist	0	0	0	0	0	0	0	0	418	0	0	0	0
8511-8861-70100 Technician & Specialist	9,583	21,571	13,398	11,733	14,168	11,870	5,676	7,986	20,328	19,789	16,498	9,409	15,573
8511-8877-70100 Technician & Specialist	8,322	29,066	16,840	14,898	16,030	16,258	11,570	15,222	15,470	16,174	13,308	16,704	15,550

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8511-6710-70100 Technician & Specialist	5,677	5,707	4,943	5,780	6,062	5,683	4,375	5,758	5,637	5,991	4,788	6,096	5,062
8511-6720-70100 Technician & Specialist	15,307	16,962	16,750	16,591	17,038	13,885	14,757	15,978	15,791	16,327	16,453	17,600	16,660
8511-6751-70100 Technician & Specialist	2,575	1,032	4,374	7,256	7,565	6,830	5,467	6,719	9,442	7,598	8,787	12,552	7,925
8511-6752-70100 Technician & Specialist	41,998	38,264	39,684	44,104	38,233	55,604	29,486	33,502	33,501	36,169	37,783	46,049	42,262
8511-6754-70100 Technician & Specialist	4,619	4,132	3,985	5,477	5,458	5,532	3,614	5,495	4,057	4,241	4,942	6,046	5,632
Total 70100 Technician & Specialist	1,997,888	2,103,842	2,110,248	2,226,932	2,185,122	2,217,000	2,129,853	2,270,881	2,127,337	2,384,530	2,231,632	2,337,719	2,410,844
70110 Tech & Spec Prem Pay													
8511-6151-70110 Tech & Spec Prem Pay	1,084	(208)	176	269	66	32	544	2,292	503	183	26	129	102
8511-6157-70110 Tech & Spec Prem Pay	0	0	0	0	0	438	298	448	396	(95)	1,076	(192)	0
8511-6290-70110 Tech & Spec Prem Pay	0	0	0	0	0	0	0	0	0	1,804	(381)	0	0
8511-6340-70110 Tech & Spec Prem Pay	(531)	3,849	606	326	1,218	262	1,477	585	717	(126)	(7)	0	317
8511-6380-70110 Tech & Spec Prem Pay	17	212	5	52	67	397	374	65	18	10	32	29	25
8511-6382-70110 Tech & Spec Prem Pay	0	0	0	0	0	0	35	0	0	0	0	0	0
8511-6530-70110 Tech & Spec Prem Pay	0	0	0	0	0	0	0	0	0	1,804	433	0	0
8511-6580-70110 Tech & Spec Prem Pay	513	606	297	373	315	307	468	718	350	663	466	684	670
8511-7010-70110 Tech & Spec Prem Pay	6,098	7,917	8,926	8,588	7,444	7,571	10,692	18,661	7,289	8,119	12,131	10,119	9,532
8511-7011-70110 Tech & Spec Prem Pay	20	119	19	13	18	32	(7)	0	0	49	0	12	0
8511-7075-70110 Tech & Spec Prem Pay	27	83	69	107	96	29	8	32	39	90	64	94	108
8511-7078-70110 Tech & Spec Prem Pay	240	382	227	189	104	302	200	138	66	216	166	156	129
8511-7097-70110 Tech & Spec Prem Pay	101	62	64	138	194	73	(14)	83	39	165	(35)	62	122
8511-7257-70110 Tech & Spec Prem Pay	6,894	5,762	6,687	9,533	5,539	7,121	8,269	10,515	9,700	11,004	14,361	9,744	7,508
8511-7400-70110 Tech & Spec Prem Pay	1,737	2,057	2,162	2,006	1,007	1,822	1,819	915	717	652	1,070	709	1,099
8511-7420-70110 Tech & Spec Prem Pay	4,457	7,468	4,875	2,360	2,897	2,422	1,504	368	1,041	383	1,076	1,624	767
8511-7450-70110 Tech & Spec Prem Pay	1,556	2,891	3,816	3,456	3,190	2,269	1,043	653	1,317	3,073	2,648	1,799	1,411
8511-7470-70110 Tech & Spec Prem Pay	0	23	(2)	21	72	135	30	19	(3)	27	(4)	0	0
8511-7471-70110 Tech & Spec Prem Pay	581	3,996	3,984	1,372	4,857	6,567	71	1,371	1,440	2,049	2,103	2,808	3,025
8511-7500-70110 Tech & Spec Prem Pay	38,662	52,245	50,525	26,331	27,362	37,174	32,267	38,813	32,475	26,853	30,684	22,051	32,500
8511-7520-70110 Tech & Spec Prem Pay	(24)	0	0	84	19	182	111	14	17	4	0	1,285	1,337
8511-7570-70110 Tech & Spec Prem Pay	10,404	2,758	9,620	5,742	4,163	5,444	6,337	6,584	9,028	8,172	11,015	10,614	7,111
8511-7573-70110 Tech & Spec Prem Pay	1,844	783	1,907	3,037	210	1,468	2,808	4,219	294	2,186	1,708	3,148	2,119
8511-7591-70110 Tech & Spec Prem Pay	(89)	718	772	1,060	443	1,258	350	882	1,377	2,670	3,422	2,856	3,718
8511-7620-70110 Tech & Spec Prem Pay	0	0	0	0	0	0	174	132	86	1,492	558	1,468	1,447
8511-7630-70110 Tech & Spec Prem Pay	2,717	3,166	785	765	1,783	1,278	1,575	288	1,257	1,013	630	798	625
8511-7642-70110 Tech & Spec Prem Pay	8	271	319	(2)	4	107	183	(10)	38	123	328	860	5
8511-7650-70110 Tech & Spec Prem Pay	2,791	3,763	2,938	2,640	7,881	(562)	3,754	5,656	5,107	2,200	3,841	5,675	3,838
8511-7660-70110 Tech & Spec Prem Pay	746	1,056	1,741	1,004	1,267	2,233	1,712	1,121	1,199	1,082	882	873	540
8511-7670-70110 Tech & Spec Prem Pay	3,107	2,533	2,893	2,293	1,224	583	1,052	1,730	827	1,592	1,091	1,381	1,887
8511-7680-70110 Tech & Spec Prem Pay	7,552	5,288	6,279	4,740	4,843	2,131	2,704	1,420	2,852	914	1,923	3,630	10,032
8511-7690-70110 Tech & Spec Prem Pay	150	43	103	(22)	88	(14)	74	104	3	21	0	245	122
8511-7710-70110 Tech & Spec Prem Pay	1,941	1,317	16,640	1,606	21,360	1,857	5,692	4,177	2,124	1,088	4,053	1,698	293
8511-7720-70110 Tech & Spec Prem Pay	9,858	7,726	2,568	7,513	13,179	6,026	19,309	32,587	29,390	18,511	10,164	(2,859)	13,382
8511-7722-70110 Tech & Spec Prem Pay	496	5,687	722	462	6,179	5,993	6,049	4,844	6,679	5,320	6,884	5,124	5,191
8511-7730-70110 Tech & Spec Prem Pay	0	0	0	0	0	0	0	0	29	(7)	0	0	0
1-7760-70110 Tech & Spec Prem Pay	912	198	473	1,075	722	969	327	1,133	1,153	1,220	911	776	803
1-7775-70110 Tech & Spec Prem Pay	1,308	631	372	1,802	332	391	261	58	57	30	45	247	18
11-8215-70110 Tech & Spec Prem Pay	1,458	(67)	801	919	1,137	489	119	0	0	0	0	0	0
8511-6340-70110 Tech & Spec Prem Pay	3	11	70	286	244	50	1,038	216	48	44	22	25	(11)
8511-6380-70110 Tech & Spec Prem Pay	3,690	4,491	2,981	4,169	4,885	4,849	8,295	7,018	6,018	6,889	7,827	2,993	5,277
8511-8370-70110 Tech & Spec Prem Pay	0	0	0	0	0	0	0	0	0	0	0	0	6
8511-8402-70110 Tech & Spec Prem Pay	0	778	1,078	(45)	267	(58)	395	1,168	1,444	1,092	842	1,271	(18)
8511-8465-70110 Tech & Spec Prem Pay	3,350	6,705	350	956	1,946	1,214	842	6,557	9,858	10,032	12,800	10,119	6,079
8511-8615-70110 Tech & Spec Prem Pay	1,445	1,789	7,358	4,515	3,284	3,351	3,030	3,181	3,701	(9)	0	0	505
8511-8616-70110 Tech & Spec Prem Pay	7	81	37	22	40	19	110	11	1	34	(10)	112	6
8511-8650-70110 Tech & Spec Prem Pay	(6)	90	(1)	41	0	2	159	0	30	(3)	51	167	212
8511-8661-70110 Tech & Spec Prem Pay	0	33	45	19	60	(3)	40	12	256	2	66	(6)	16
8511-8677-70110 Tech & Spec Prem Pay	440	129	523	218	19	63	104	60	77	25	19	80	66
8511-8710-70110 Tech & Spec Prem Pay	1,155	1,783	1,056	860	1,266	1,328	1,133	1,293	842	1,066	916	235	30
8511-8720-70110 Tech & Spec Prem Pay	434	9,749	9,535	6,663	3,473	3,759	1,430	6,492	4,161	3,098	3,990	3,062	6,650
8511-8751-70110 Tech & Spec Prem Pay	0	179	168	5	308	188	183	40	134	139	585	2,088	(598)
8511-8752-70110 Tech & Spec Prem Pay	0	0	0	0	0	0	0	0	140	253	1,015	401	(54)
Total 70110 Tech & Spec Prem Pay	116,311	161,048	152,940	108,637	136,971	113,145	124,311	167,369	141,436	129,194	141,813	108,790	130,135
70200 Registered Nurses													
8511-6010-70200 Registered Nurses	767,886	674,723	640,634	650,062	639,266	794,769	851,853	966,246	894,589	613,858	788,257	714,292	771,985
8511-6070-70200 Registered Nurses	478,562	482,331	480,820	463,998	424,894	443,407	397,889	443,783	488,185	357,135	391,312	535,533	514,144
8511-8181-70200 Registered Nurses	496,407	515,823	482,892	479,426	469,810	481,886	452,782	545,552	498,885	562,791	526,804	495,684	440,922
8511-8179-70200 Registered Nurses	246,794	224,962	229,385	294,038	253,233	292,569	259,214	322,479	297,882	321,344	268,309	262,925	343,827
8511-8192-70200 Registered Nurses	256,139	253,308	233,475	227,476	238,723	234,445	193,853	250,736	214,891	234,430	210,081	195,105	199,531
8511-8184-70200 Registered Nurses	206,953	206,888	161,972	197,072	191,997	184,956	173,819	212,372	194,466	218,184	223,123	183,884	183,254
8511-8187-70200 Registered Nurses	400,523	398,299	376,058	387,044	393,913	411,117	400,101	448,116	426,601	446,840	442,626	424,375	449,626
8511-8188-70200 Registered Nurses	339,260	338,269	330,836	354,839	356,727	320,117	329,938	394,878	343,196	393,182	370,440	361,435	387,383
8511-8260-70200 Registered Nurses	108,472	93,277	92,864	103,271	120,226	89,884	114,624	123,614	112,790	132,816	112,791	104,085	70,622
8511-8340-70200 Registered Nurses	202,896	226,852	240,678	245,575	286,560	229,218	291,014	282,671	231,247	272,691	260,844	245,740	224,724
8511-8380-70200 Registered Nurses	408,818	453,678	442,038	430,024	490,371	420,988	412,662	467,278	368,857	437,902	377,752	404,971	445,903
8511-8382-70200 Registered Nurses	64,022	49,550	39,428	24,516	42,079	31,671	39,670	43,676	24,293	50,998	38,898	32,517	32,926
8511-8530-70200 Registered Nurses	57,778	60,090	57,240	69,384	59,492	62,183	73,307	73,427	42,107	61,944	69,326	65,589	68,855
8511-8580-70200 Registered Nurses	68,166	66,229	71,738	85,003	63,017	72,306	66,887	94,664	54,693	54,950	56,051	58,973	54,021
8511-7010-70200 Registered Nurses	621,518	574,505	553,667	590,885	603,911	676,182	544,715	592,560	566,875	560,019	602,804	592,157	590,746
8511-7011-70200 Registered Nurses	0	0	0	0	0	0	0	0	0	315	1,548	(518)	6,020
8511-7012-70200 Registered Nurses	44,923	50,566	45,198	48,332	45,126	41,983	39,753	51,002	43,802	49,852	47,055	49,987	43,950
8511-7041-70200 Registered Nurses	54,443	55,165	57,455	46,620	47,169	41,851	56,398	56,810	54,607	65,745	32,764	73,408	63,103
8511-7080-70200 Registered Nurses	10,321	11,081	11,549	10,581	11,593	10,550	7,042	10,397	11,397	11,004	12,148	10,808	11,079
8511-7093-70200 Registered Nurses	1,235	883	1,898	1,237	5,575	3,683	2,257	2,454	1,745	3,121	2,812	2,542	2,209
8511-7257-70200 Registered Nurses	0	0	0	0	0	0	408	846	2,276	829	(223)	2,913	7,098
8511-7400-70200 Registered Nurses	554,211	575,391	549,413	523,118	528,265	515,414	488,376	582,170	542,920	584,392	524,338	537,587	604,726
8511-7420-70200 Registered Nurses	107,823	108,353	124,029	117,306	121,144	111,913	102,139	121,913	100,409	112,814	108,813	107,561	93,027
8511-7427-70200 Registered Nurses	52,507	46,521	49,889	57,556	54,762	53,904	58,137	53,720	57,485	56,821	65,003	60,625	52,901
8511-7429-70200 Registered Nurses	52,533	66,103	66,955	66,417	70,060	71,300	46,716	72,329	60,734	67,509	69,668	72,727	74,388
8511-7570-70200 Registered Nurses	38,565	44,506	39,576	38,810	38,211	55,188	29,765	45,048	45,122	53,081	49,749	45,426	61,321
8511-7573-70200 Registered Nurses	66,086	70,998	74,363	70,881	81,248	54,522	81,902	68,756	70,600	71,471	76,875	62,053	54,748
8511-7591-70200 Registered Nurses	6,190	4,298	3,893	4,159	6,663	3,800	4,053	1,219	0	0	3,209	10,404	8,624
8511-7642-70200 Registered Nurses	5,718	8,844	5,239	10,480	9,623	6,662	7,977	9,442	6,849	10,780	6,819	10,213	7,896
8511-7730-70200 Registered Nurses	0	0	0	377	(126)	0	0	0	0	0	0	0	0
1-7760-70200 Registered Nurses	11,765	15,811	22,637	24,468	32,890	28,591	24,780	38,337	37,347	39,676	38,381	42,041	34,888
-8200-70200 Registered Nurses	0	318	0	0	0	0	0	0	0	0	0	0	0
-8215-70200 Registered Nurses	31,620	28,451	2,357	1,951	551	2,789	(36)	1,301	2,398	923	2,164	10,140	22,095
8511-8488-70200 Registered Nurses	27	(13)	0	0	0	0	0	0	0	0	0	0	0
8511-8511-70200 Registered Nurses	0	0	0	0	0	0	0	0	618	0	0	0	0

Verity Healt Systems
St Francis Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8511-8580-70200 Registered Nurses	0	0	0	0	0	0	0	6,198	2,134	0	0	0	0
8511-8581-70200 Registered Nurses	0	0	0	0	0	0	0	0	0	0	0	817	0
8511-8610-70200 Registered Nurses	0	0	0	0	0	0	0	0	0	0	0	1,470	(679)
8511-8615-70200 Registered Nurses	0	0	0	0	0	0	0	0	0	0	0	119	(56)
8511-8661-70200 Registered Nurses	10,153	9,828	12,041	10,956	12,577	17,738	16,856	22,332	21,738	20,746	40,998	63,352	51,274
8511-8720-70200 Registered Nurses	0	1,549	1,285	(281)	388	1,423	1,023	(112)	0	0	797	2,078	193
8511-8740-70200 Registered Nurses	0	0	0	0	0	0	0	0	0	0	1,342	(526)	0
8511-8751-70200 Registered Nurses	191,079	214,571	205,997	197,960	210,105	223,048	181,084	234,285	202,818	238,878	219,311	220,293	234,343
8511-8754-70200 Registered Nurses	0	0	0	0	0	0	0	0	0	0	0	7,686	9,911
8511-8771-70200 Registered Nurses	7,422	4,834	6,717	6,176	6,038	6,703	6,240	6,858	7,869	6,712	6,431	8,712	5,272
8511-9601-70200 Registered Nurses	0	0	0	0	0	0	0	0	0	0	190	0	0
Total. 70200 Registered Nurses	5,901,579	6,145,399	5,914,071	6,024,500	6,135,179	5,882,823	5,715,147	6,579,551	6,012,272	6,433,635	6,076,845	6,072,258	6,114,789
70210 Registered Nurses Premium													
8511-8010-70210 Registered Nurses Premium	86,026	122,311	184,092	177,013	154,282	194,547	213,543	252,874	214,089	192,483	119,082	32,762	107,256
8511-8070-70210 Registered Nurses Premium	2,884	7,606	4,908	11,101	666	24,479	24,239	10,471	8,856	883	1,854	12,921	24,876
8511-8151-70210 Registered Nurses Premium	24,436	46,036	66,837	49,259	54,264	58,778	108,480	93,120	92,158	77,208	57,621	24,437	10,080
8511-8179-70210 Registered Nurses Premium	12,133	16,548	16,434	23,919	21,214	21,886	23,409	34,521	22,338	12,501	13,787	11,467	7,814
8511-8182-70210 Registered Nurses Premium	11,483	16,047	14,436	13,604	15,200	14,314	18,578	18,296	17,597	11,387	4,946	8,972	8,192
8511-8184-70210 Registered Nurses Premium	10,305	14,575	10,722	13,152	16,167	13,314	15,849	23,475	11,946	14,132	8,262	5,759	3,372
8511-8187-70210 Registered Nurses Premium	14,296	24,514	28,128	26,672	27,635	24,843	45,509	47,532	28,998	24,266	22,948	12,978	32,308
8511-8188-70210 Registered Nurses Premium	13,203	32,970	20,681	16,067	21,548	19,483	30,229	38,326	17,577	11,894	14,122	16,741	6,555
8511-8290-70210 Registered Nurses Premium	1,600	1,431	833	2,108	823	788	5,977	8,221	3,001	3,318	1,318	1,256	(238)
8511-8340-70210 Registered Nurses Premium	13,576	17,288	17,403	7,493	10,581	10,942	46,800	24,380	7,859	16,534	2,449	4,771	8,548
8511-8380-70210 Registered Nurses Premium	3,362	9,279	8,271	6,267	16,197	6,903	24,169	22,676	1,738	4,628	7,170	3,308	6,117
8511-8382-70210 Registered Nurses Premium	11,270	2,758	3,056	3,245	6,362	(459)	12,199	4,389	3,382	3,984	714	2,158	3,507
8511-8630-70210 Registered Nurses Premium	537	1,282	80	1,251	(49)	2,533	4,345	2,244	813	0	326	2,048	4,883
8511-8680-70210 Registered Nurses Premium	8,402	8,312	7,538	7,043	6,668	3,139	3,959	3,484	2,503	3,917	2,532	3,324	1,778
8511-7010-70210 Registered Nurses Premium	15,897	37,522	39,487	59,319	73,531	68,849	77,382	88,144	54,735	51,686	59,095	53,868	48,452
8511-7011-70210 Registered Nurses Premium	0	0	0	0	0	0	0	0	0	0	129	(50)	111
8511-7012-70210 Registered Nurses Premium	8,185	2,180	5,433	1,838	8,691	8,873	10,115	14,730	14,216	8,395	4,840	8,111	13,578
8511-7041-70210 Registered Nurses Premium	3,574	4,080	4,264	3,862	5,085	5,606	9,618	8,181	5,662	4,061	309	3,338	7,327
8511-7080-70210 Registered Nurses Premium	2,933	3,399	2,381	2,014	2,689	1,405	1,304	1,733	1,865	1,845	2,448	1,399	982
8511-7267-70210 Registered Nurses Premium	0	0	0	0	0	0	730	1,807	(172)	0	0	0	1,345
8511-7400-70210 Registered Nurses Premium	48,181	97,886	62,611	57,983	54,836	57,535	77,836	54,234	25,143	26,355	19,023	22,937	50,238
8511-7420-70210 Registered Nurses Premium	41,480	24,898	29,848	18,701	48,887	43,255	27,105	24,768	40,262	33,026	24,271	44,788	28,818
8511-7427-70210 Registered Nurses Premium	20,539	22,237	23,887	15,160	26,038	26,248	13,759	25,897	17,681	20,140	10,088	21,014	26,171
8511-7429-70210 Registered Nurses Premium	4,478	13,720	13,824	10,816	11,888	8,075	3,836	4,143	8,791	8,478	14,578	8,101	13,726
8511-7570-70210 Registered Nurses Premium	4,049	3,316	8,460	3,831	1,851	4,224	3,259	4,700	9,662	4,991	7,366	6,386	6,820
8511-7573-70210 Registered Nurses Premium	10,146	3,010	7,228	6,816	4,323	4,189	9,707	9,768	5,343	12,628	7,052	3,134	6,319
8511-7691-70210 Registered Nurses Premium	0	0	21	0	0	0	63	0	0	0	63	330	52
8511-7642-70210 Registered Nurses Premium	0	0	0	43	0	41	13	0	0	66	(23)	0	0
8511-7730-70210 Registered Nurses Premium	0	0	0	64	(31)	0	0	0	0	0	0	0	0
8511-7760-70210 Registered Nurses Premium	1,389	2,912	4,912	6,080	7,870	2,139	4,789	5,080	5,619	9,041	7,076	5,880	5,279
1-8215-70210 Registered Nurses Premium	823	1,271	211	(8)	0	0	0	732	0	0	0	0	4,538
1-8488-70210 Registered Nurses Premium	900	(433)	0	0	0	0	0	0	0	0	0	0	0
11-8560-70210 Registered Nurses Premium	0	0	0	0	0	0	0	540	160	0	0	0	0
8511-8610-70210 Registered Nurses Premium	0	0	0	0	0	0	0	0	0	0	0	60	(28)
8511-8661-70210 Registered Nurses Premium	572	129	265	88	191	(28)	62	202	(22)	0	1,434	905	17
8511-8720-70210 Registered Nurses Premium	0	32	(4)	0	0	0	1,338	(89)	0	0	0	88	1,786
8511-8751-70210 Registered Nurses Premium	22,212	29,720	33,302	41,662	37,173	48,006	33,190	47,305	34,817	36,898	32,982	25,379	18,750
8511-8771-70210 Registered Nurses Premium	3	1	801	(211)	4	4	(1)	0	0	0	6	(1)	0
Total. 70210 Registered Nurses Premium	380,834	536,741	577,700	589,812	632,510	658,414	851,206	893,185	642,897	594,907	447,480	349,597	453,178
70300 Licensed Vocational Nurses.													
8511-8010-70300 Licensed Vocational Nurses	0	0	0	1,321	884	2,146	150	2,318	951	1,477	(61)	0	0
8511-8151-70300 Licensed Vocational Nurses	29,054	34,203	35,335	32,153	23,490	23,498	32,225	30,772	21,960	18,103	14,104	19,726	27,283
8511-8179-70300 Licensed Vocational Nurses	10,268	13,283	8,583	15,331	11,774	10,870	16,041	11,127	12,406	11,011	11,413	8,076	13,990
8511-8182-70300 Licensed Vocational Nurses	8,488	6,230	7,326	6,058	5,371	7,662	3,091	4,832	3,757	4,047	2,483	3,102	4,462
8511-8184-70300 Licensed Vocational Nurses	11,681	10,638	5,982	15,311	12,978	9,919	12,302	11,319	12,334	10,018	8,907	10,030	12,981
8511-8187-70300 Licensed Vocational Nurses	21,571	13,338	11,718	19,451	6,598	3,870	16,105	17,378	24,288	24,201	20,680	19,173	29,808
8511-8188-70300 Licensed Vocational Nurses	18,696	19,382	15,167	23,070	20,468	13,420	18,410	20,288	20,361	14,605	16,789	17,024	27,954
8511-8340-70300 Licensed Vocational Nurses	54,178	63,857	57,903	68,946	49,566	59,165	49,376	68,901	56,589	56,697	68,927	62,390	74,097
8511-8680-70300 Licensed Vocational Nurses	21,098	27,188	30,747	41,578	37,831	21,007	22,306	23,831	23,286	25,158	27,348	25,720	37,393
8511-7010-70300 Licensed Vocational Nurses	15,869	15,578	17,246	22,230	13,387	13,245	12,553	8,686	10,130	13,279	9,048	11,112	7,746
8511-7078-70300 Licensed Vocational Nurses	0	0	0	0	0	3,562	4,088	4,229	3,670	4,980	3,815	3,927	2,952
8511-7080-70300 Licensed Vocational Nurses	2,931	2,762	2,803	2,401	2,980	3,577	6,925	7,083	6,212	5,180	6,341	6,920	7,758
8511-7267-70300 Licensed Vocational Nurses	0	0	0	0	0	0	0	845	(121)	0	0	0	0
8511-7400-70300 Licensed Vocational Nurses	428	325	44	2,212	485	3,244	(1,591)	0	0	0	0	0	0
8511-8215-70300 Licensed Vocational Nurses	0	173	(22)	0	0	0	0	0	0	0	0	0	269
8511-8660-70300 Licensed Vocational Nurses	5,498	5,191	5,722	3,932	5,040	4,998	11,651	10,133	8,384	11,159	12,513	11,937	10,897
8511-8661-70300 Licensed Vocational Nurses	0	0	0	0	0	0	1,849	1,602	5,458	11,731	8,117	11,251	3,366
8511-8740-70300 Licensed Vocational Nurses	0	0	0	0	0	0	0	0	0	0	269	(108)	0
Total. 70300 Licensed Vocational Nurses	199,544	212,144	197,832	253,992	190,269	180,394	204,682	212,241	209,868	214,973	199,693	207,184	257,854
70310 Licensed Vocational Nurses Premium.													
8511-8010-70310 Licensed Vocational Nurses Pr	0	0	0	57	(15)	111	(31)	49	35	8	22	0	0
8511-8151-70310 Licensed Vocational Nurses Pr	481	1,205	3,484	926	1,433	1,113	2,839	1,783	1,582	1,041	408	779	168
8511-8179-70310 Licensed Vocational Nurses Pr	487	1,273	483	730	590	876	1,176	743	925	368	319	389	298
8511-8182-70310 Licensed Vocational Nurses Pr	491	383	784	1,194	239	315	581	56	579	70	82	24	20
8511-8184-70310 Licensed Vocational Nurses Pr	631	686	514	374	782	518	603	596	518	413	542	238	41
8511-8187-70310 Licensed Vocational Nurses Pr	1,119	1,635	1,007	2,501	(114)	105	2,420	1,534	2,068	555	534	685	(58)
8511-8188-70310 Licensed Vocational Nurses Pr	346	1,631	1,008	955	1,379	114	1,170	3,754	571	757	634	556	570
8511-8340-70310 Licensed Vocational Nurses Pr	3,577	2,837	6,000	585	1,000	2,566	3,531	483	1,162	3,038	28	874	692
8511-8680-70310 Licensed Vocational Nurses Pr	1,578	4,363	3,098	3,534	3,863	802	1,524	1,043	924	1,868	1,264	1,114	1,892
8511-7010-70310 Licensed Vocational Nurses Pr	144	168	84	184	(40)	2,822	3,638	1,500	4,278	2,761	526	463	122
8511-7078-70310 Licensed Vocational Nurses Pr	0	0	0	0	0	128	154	210	78	82	128	46	91
8511-7080-70310 Licensed Vocational Nurses Pr	21	27	12	150	26	228	82	758	85	51	267	92	180
8511-7267-70310 Licensed Vocational Nurses Pr	0	0	0	0	0	0	0	45	(10)	0	0	0	0
8511-7400-70310 Licensed Vocational Nurses Pr	0	244	1,157	2,438	(216)	102	(67)	0	0	0	0	0	0
8511-8215-70310 Licensed Vocational Nurses Pr	224	0	0	0	0	0	0	0	0	0	0	0	0
8511-8660-70310 Licensed Vocational Nurses Pr	(2)	554	532	199	320	1,699	686	148	(8)	14	80	295	57
8511-8661-70310 Licensed Vocational Nurses Pr	0	0	0	0	0	0	0	0	0	1	0	0	0
Total. 70310 Licensed Vocational Nurses Premium	8,657	14,757	18,081	13,597	8,945	11,320	18,288	12,673	13,484	11,006	4,832	5,557	3,788
00 Aides & Orderlies.													
8511-8010-70400 Aides & Orderlies	1,510	492	2,168	5,209	4,481	11,179	2,782	2,018	6,930	12,826	(21)	2,312	7,414

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8511-6070-70400 Aides & Orderlies	0	0	0	0	0	0	0	0	0	0	0	0	258
8511-8151-70400 Aides & Orderlies	19,120	19,589	18,887	17,103	18,624	20,117	31,035	23,775	20,208	22,452	24,894	26,044	26,822
8511-8179-70400 Aides & Orderlies	14,583	15,532	13,983	18,369	17,276	17,986	24,162	26,621	27,528	29,561	23,445	18,111	26,836
8511-8182-70400 Aides & Orderlies	16,018	24,185	19,889	15,700	21,827	17,787	21,143	18,826	18,085	19,666	16,023	19,511	23,598
8511-8184-70400 Aides & Orderlies	27,002	19,869	17,351	26,640	16,926	19,368	14,607	26,336	20,819	22,249	21,202	22,714	32,836
8511-8187-70400 Aides & Orderlies	20,119	25,346	21,322	20,823	20,317	22,024	20,079	24,888	22,754	25,588	26,902	26,707	27,178
8511-8188-70400 Aides & Orderlies	44,317	28,158	22,234	26,188	27,162	21,119	32,446	33,727	30,175	27,016	29,026	32,165	28,320
8511-8290-70400 Aides & Orderlies	0	0	0	0	0	0	0	177	118	0	0	0	0
8511-8340-70400 Aides & Orderlies	36,983	34,787	38,795	47,188	38,119	38,835	38,443	33,787	31,842	42,181	39,048	44,911	52,819
8511-8380-70400 Aides & Orderlies	40,125	42,446	41,899	47,522	43,548	38,957	37,884	39,466	38,802	42,080	32,163	37,449	52,212
8511-8530-70400 Aides & Orderlies	260	(120)	0	0	0	0	0	0	0	0	0	0	0
8511-8580-70400 Aides & Orderlies	20,551	24,868	21,029	23,862	29,239	20,036	11,721	14,330	15,183	19,935	15,495	23,551	15,002
8511-7010-70400 Aides & Orderlies	12,188	17,313	17,575	17,192	16,335	12,826	16,249	17,350	11,264	16,055	18,675	14,926	16,983
8511-7012-70400 Aides & Orderlies	0	0	0	0	0	0	0	0	0	26	(9)	0	0
8511-7093-70400 Aides & Orderlies	0	0	0	0	0	0	103	0	0	0	0	0	0
8511-7400-70400 Aides & Orderlies	0	0	0	0	0	546	(262)	0	0	0	0	0	0
8511-7420-70400 Aides & Orderlies	68,208	53,972	62,093	66,031	67,090	75,086	71,819	71,989	73,917	83,574	62,569	83,878	74,764
8511-7500-70400 Aides & Orderlies	392	(188)	0	0	0	0	0	0	0	0	0	0	0
8511-7570-70400 Aides & Orderlies	1,968	(390)	(8)	0	0	0	0	0	0	0	0	0	0
8511-7660-70400 Aides & Orderlies	0	0	0	0	0	0	0	0	0	0	0	0	1,020
8511-7760-70400 Aides & Orderlies	(343)	0	0	0	1,625	4,579	3,824	3,876	4,110	4,382	2,445	(1,026)	9,079
8511-7775-70400 Aides & Orderlies	2,495	1,979	3,666	3,328	3,454	3,623	2,995	2,858	3,184	3,668	3,267	3,222	3,129
8511-7801-70400 Aides & Orderlies	4,211	4,093	4,910	3,638	3,801	4,026	3,143	2,946	2,344	2,238	2,259	4,233	4,263
8511-8049-70400 Aides & Orderlies	0	0	0	0	0	0	0	750	350	0	0	0	0
8511-8350-70400 Aides & Orderlies	2,810	532	2,714	3,204	2,797	3,143	3,114	3,515	2,189	3,405	3,093	2,758	2,338
8511-8370-70400 Aides & Orderlies	63,905	58,385	60,847	69,868	65,184	65,138	59,007	63,248	59,705	61,841	60,605	62,464	62,126
8511-8420-70400 Aides & Orderlies	0	0	0	0	0	724	0	0	0	0	0	0	0
8511-8440-70400 Aides & Orderlies	(16)	0	491	(129)	0	0	0	0	0	0	0	0	0
8511-8661-70400 Aides & Orderlies	3,837	1,170	2,304	2,360	2,773	3,478	1,331	2,548	2,583	(114)	0	0	2,030
8511-8720-70400 Aides & Orderlies	768	331	74	72	(32)	782	617	(490)	428	79	(26)	158	(137)
8511-8740-70400 Aides & Orderlies	0	0	0	0	0	0	0	0	0	0	0	261	(120)
Total. 70400 Aides & Orderlies	388,988	372,288	370,334	405,873	398,351	397,028	394,451	411,287	389,307	437,505	402,073	424,147	483,885
70410 Aides & Orderlies Premium.													
8511-6010-70410 Aides & Orderlies Premium	(102)	186	169	2,398	272	4,777	770	1,074	825	2,029	1,034	1,003	1,589
8511-6070-70410 Aides & Orderlies Premium	0	0	0	0	0	0	0	0	0	0	0	0	81
8511-8151-70410 Aides & Orderlies Premium	859	374	2,675	2,429	2,380	5,339	7,877	3,289	2,367	1,442	1,389	956	1,708
8511-8179-70410 Aides & Orderlies Premium	1,882	1,328	1,789	3,732	1,868	1,857	4,983	4,075	3,738	2,496	875	2,109	1,880
8511-8182-70410 Aides & Orderlies Premium	3,848	5,210	7,177	4,888	3,776	4,488	3,140	1,902	1,501	3,148	2,191	840	5,078
8511-8184-70410 Aides & Orderlies Premium	3,475	2,955	915	3,641	1,471	2,638	1,431	2,756	1,818	1,492	728	1,055	733
8511-8187-70410 Aides & Orderlies Premium	3,513	3,419	1,247	3,428	2,697	469	2,641	1,180	1,266	3,258	1,818	1,535	3,218
8511-8188-70410 Aides & Orderlies Premium	10,894	3,977	1,263	7,525	4,857	3,384	5,983	5,997	6,044	2,962	4,444	1,704	2,265
8511-8290-70410 Aides & Orderlies Premium	0	0	0	0	0	0	0	0	7	0	0	0	0
811-8340-70410 Aides & Orderlies Premium	1,265	2,291	2,740	477	1,840	2,741	8,079	3,685	1,342	3,062	1,965	2,048	1,444
1-8380-70410 Aides & Orderlies Premium	53	744	303	(84)	287	377	711	287	408	210	33	(5)	42
1-8530-70410 Aides & Orderlies Premium	12	(6)	0	0	0	0	0	0	0	0	0	0	0
11-8580-70410 Aides & Orderlies Premium	7,712	4,385	7,276	5,980	4,736	2,702	345	1,678	1,942	1,798	1,388	4,683	235
8511-7010-70410 Aides & Orderlies Premium	1,740	2,124	2,244	1,843	2,087	3,619	1,202	3,248	2,015	2,971	1,857	4,899	1,312
8511-7400-70410 Aides & Orderlies Premium	0	0	0	0	0	208	(96)	0	0	0	0	0	0
8511-7420-70410 Aides & Orderlies Premium	20,533	21,210	29,487	17,312	25,268	22,456	16,097	14,125	18,838	18,778	11,681	22,439	16,086
8511-7500-70410 Aides & Orderlies Premium	2	(1)	0	0	0	0	0	0	0	0	0	0	0
8511-7660-70410 Aides & Orderlies Premium	0	0	0	0	0	0	0	0	0	0	0	0	4
8511-7760-70410 Aides & Orderlies Premium	(7)	0	0	0	159	74	738	995	862	(77)	18	(13)	992
8511-7775-70410 Aides & Orderlies Premium	9	27	13	43	10	14	7	0	0	12	(4)	0	8
8511-7801-70410 Aides & Orderlies Premium	121	(31)	153	60	3	51	(22)	26	0	0	0	70	(29)
8511-8350-70410 Aides & Orderlies Premium	(3)	1	43	429	18	(1)	22	8	26	55	(4)	92	(9)
8511-8370-70410 Aides & Orderlies Premium	2,137	774	1,740	679	907	2,343	1,987	3,017	3,049	4,081	2,737	4,338	1,487
8511-8440-70410 Aides & Orderlies Premium	(326)	0	1	0	0	0	0	0	352	(47)	0	0	0
8511-8661-70410 Aides & Orderlies Premium	134	320	(2)	13	0	19	8	0	0	0	0	0	0
8511-8720-70410 Aides & Orderlies Premium	0	0	0	0	0	0	139	(139)	39	0	0	0	(123)
Total. 70410 Aides & Orderlies Premium	57,749	49,298	59,262	54,359	52,238	57,859	58,020	47,330	45,869	47,887	31,928	48,012	36,760
70500 Clerical & Other Admin.													
8511-6010-70500 Clerical & Other Admin	8,786	9,104	8,949	8,597	7,014	5,614	8,423	8,476	9,116	8,276	9,382	8,787	8,793
8511-6070-70500 Clerical & Other Admin	14,295	14,185	14,373	16,732	10,993	17,927	13,113	13,270	13,663	9,791	14,177	19,306	26,459
8511-8151-70500 Clerical & Other Admin	3,164	2,260	564	4,068	3,073	4,088	(58)	2,756	(137)	213	3,263	2,476	2,390
8511-8179-70500 Clerical & Other Admin	0	0	2,483	3,277	2,670	2,820	2,393	2,858	2,657	2,367	2,399	2,642	2,848
8511-8182-70500 Clerical & Other Admin	5,801	7,978	5,149	6,508	6,819	6,788	6,532	4,876	4,770	6,876	7,655	8,260	7,857
8511-8184-70500 Clerical & Other Admin	4,765	5,742	4,528	3,998	5,330	4,532	4,388	5,613	4,889	3,881	5,127	4,970	4,477
8511-8187-70500 Clerical & Other Admin	8,250	8,874	8,539	7,959	7,466	8,124	10,254	9,837	7,171	7,961	8,822	7,948	9,078
8511-8188-70500 Clerical & Other Admin	3,101	3,721	2,036	3,597	3,573	3,143	3,365	3,402	2,731	3,272	3,269	2,855	3,268
8511-8290-70500 Clerical & Other Admin	310	0	0	0	348	(32)	686	738	282	495	419	57	0
8511-8340-70500 Clerical & Other Admin	2,853	3,926	3,874	3,383	3,942	3,926	3,579	3,359	3,657	3,564	3,471	3,929	3,991
8511-8380-70500 Clerical & Other Admin	17,374	18,992	17,863	16,882	17,413	16,326	14,429	15,438	14,315	17,244	16,325	16,158	18,187
8511-8530-70500 Clerical & Other Admin	1,160	1,887	0	2,914	5,333	383	2,823	4,205	2,083	6,587	2,271	1,700	93
8511-8580-70500 Clerical & Other Admin	2,856	3,530	3,025	3,048	2,789	3,410	3,068	3,684	3,811	3,456	3,464	3,560	3,444
8511-7010-70500 Clerical & Other Admin	24,173	27,383	27,379	32,721	26,027	23,465	25,479	30,438	30,053	29,841	29,010	28,493	38,208
8511-7011-70500 Clerical & Other Admin	447	4,332	4,227	4,250	4,614	4,057	4,083	4,048	4,227	3,678	3,820	3,744	10,080
8511-7041-70500 Clerical & Other Admin	2,574	4,857	4,106	3,850	3,966	3,674	4,422	4,043	3,966	4,226	4,394	4,357	3,158
8511-7078-70500 Clerical & Other Admin	10,434	9,977	9,989	9,469	9,847	10,235	6,764	8,985	9,038	10,661	9,571	10,595	9,578
8511-7078-70500 Clerical & Other Admin	9,885	12,830	11,980	10,849	9,987	9,462	12,002	11,195	10,826	13,353	11,874	12,950	11,873
8511-7080-70500 Clerical & Other Admin	4,858	8,324	7,054	8,712	7,043	7,348	6,200	6,120	6,385	6,117	7,004	6,301	3,393
8511-7087-70500 Clerical & Other Admin	13	75	(9)	30	515	(407)	0	0	0	0	0	0	0
8511-7093-70500 Clerical & Other Admin	2,069	2,908	3,178	2,510	3,775	3,212	2,853	2,848	731	1,115	734	3,588	689
8511-7268-70500 Clerical & Other Admin	14,156	18,397	18,351	16,256	18,149	17,161	13,382	16,894	16,846	19,068	17,178	18,300	16,800
8511-7400-70500 Clerical & Other Admin	18,410	19,641	21,093	17,348	17,379	17,091	17,405	19,795	16,438	17,650	16,842	18,421	19,460
8511-7420-70500 Clerical & Other Admin	9,708	8,528	8,774	7,494	8,741	7,818	5,560	6,980	7,869	7,852	8,382	7,855	7,844
8511-7427-70500 Clerical & Other Admin	3,770	2,778	4,372	3,768	3,882	4,101	3,629	3,387	1,438	4,030	4,105	3,974	(378)
8511-7429-70500 Clerical & Other Admin	3,213	4,048	2,839	4,380	4,027	4 127	3,525	2,826	3,743	4,133	(341)	4,731	3,377
8511-7500-70500 Clerical & Other Admin	203	(181)	242	(84)	7	(2)	22	3	0	39	(13)	0	0
8511-7520-70500 Clerical & Other Admin	3,100	3,248	3,719	3,708	3,834	3,057	2,923	3,574	3,379	3,265	3,992	3,951	3,429
8511-7570-70500 Clerical & Other Admin	1,842	4,172	3,875	3,682	3,987	3,942	3,536	3,689	3,604	4,228	2,925	4,125	3,764
8511-7581-70500 Clerical & Other Admin	774	1,851	1,908	1,929	1,536	1,968	1,776	1,850	2,018	1,857	1,503	2,105	1,507
511-7630-70500 Clerical & Other Admin	18,189	19,608	19,801	19,081	19,623	19,608	20,578	22,937	22,078	24,515	19,608	22,508	22,606
-7642-70500 Clerical & Other Admin	3,302	4,229	3,881	2,988	4,476	3,639	3,540	3,669	3,204	4,372	4,062	4,162	3,954
-7710-70500 Clerical & Other Admin	3,438	4,482	3,929	4,323	4,350	2,782	4,825	4,073	3,898	3,374	4,418	4,337	3,588
1-7720-70500 Clerical & Other Admin	3,073	3,710	3,730	2,933	3,895	3,376	2,859	3,508	3,120	3,668	3,541	3,756	3,383
8511-7760-70500 Clerical & Other Admin	0	0	0	0	0	0	0	0	0	0	0	374	2,235
8511-7775-70500 Clerical & Other Admin	0	0	31	26	12	44	3	268	(7)	38	324	(57)	0

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8511-7601-70500 Clerical & Other Admin	348	402	281	545	2,759	(768)	1,208	1,424	1,594	1,552	1,196	609	(138)
8511-8049-70500 Clerical & Other Admin	0	0	0	0	0	0	0	0	750	0	0	0	0
8511-8215-70500 Clerical & Other Admin	2,499	2,811	2,888	2,745	2,845	2,984	2,556	2,563	2,623	2,581	2,322	2,817	2,888
8511-8310-70500 Clerical & Other Admin	2,088	2,085	2,301	2,106	0	0	0	0	0	0	1,518	1,977	1,836
8511-8340-70500 Clerical & Other Admin	47,875	65,074	62,812	50,121	46,532	45,977	43,344	44,705	48,432	58,316	54,699	49,843	51,827
8511-8402-70500 Clerical & Other Admin	10,371	10,841	11,169	10,770	11,760	12,839	8,707	9,991	10,520	12,649	10,883	9,260	8,991
8511-8420-70500 Clerical & Other Admin	111	813	1,834	3,327	(634)	0	0	0	0	0	0	0	0
8511-8440-70500 Clerical & Other Admin	0	0	98	0	0	0	0	0	0	0	0	0	137
8511-8460-70500 Clerical & Other Admin	4,280	2,422	4,468	1,695	3,542	3,481	2,790	3,236	3,149	3,186	3,830	3,572	3,062
8511-8470-70500 Clerical & Other Admin	20,857	23,586	22,689	22,718	21,753	22,570	23,347	23,622	21,304	23,388	23,468	22,376	24,883
8511-8510-70500 Clerical & Other Admin	1,352	0	0	0	0	0	0	0	0	0	0	0	0
8511-8511-70500 Clerical & Other Admin	4,983	4,767	4,843	4,969	3,818	5,345	3,119	4,478	4,336	5,552	5,222	4,923	4,729
8511-8560-70500 Clerical & Other Admin	109,272	107,018	118,818	119,267	117,095	118,442	110,521	117,408	118,233	132,295	121,208	122,811	118,017
8511-8581-70500 Clerical & Other Admin	12,972	14,388	14,690	13,283	14,205	14,881	13,888	13,553	12,972	15,213	14,501	13,410	15,889
8511-8581-70500 Clerical & Other Admin	4,307	3,824	5,262	3,748	3,978	3,668	4,155	3,372	4,294	4,687	3,478	4,687	(1,814)
8511-8610-70500 Clerical & Other Admin	10,140	9,805	11,073	5,754	6,452	11,601	9,160	5,498	4,529	3,279	7,940	11,515	10,209
8511-8615-70500 Clerical & Other Admin	0	1,329	102	(5)	0	0	0	0	0	0	0	0	0
8511-8660-70500 Clerical & Other Admin	2,432	1,791	(156)	0	0	1,200	0	424	(84)	0	0	0	0
8511-8681-70500 Clerical & Other Admin	0	0	0	845	1,422	(113)	192	942	3,997	1,338	1,891	3,107	2,384
8511-8870-70500 Clerical & Other Admin	3,425	3,341	1,813	0	4,104	3,266	2,899	3,377	2,736	3,386	3,099	3,356	2,798
8511-8877-70500 Clerical & Other Admin	7,218	7,934	7,231	10,315	11,605	10,916	9,167	8,692	9,751	10,026	11,589	10,462	11,287
8511-8710-70500 Clerical & Other Admin	7,018	3,290	3,282	4,926	9,030	8,424	6,469	9,164	7 521	5,981	4,534	8,658	8,337
8511-8720-70500 Clerical & Other Admin	18,570	19,683	19,219	20,912	21,381	20,838	15,355	18,826	18,680	18,392	14,438	17,370	17,858
8511-8751-70500 Clerical & Other Admin	10,392	14,263	13,267	12,367	11,509	17,387	14,272	18,193	17,138	13,607	12,424	15,087	12,091
8511-8752-70500 Clerical & Other Admin	1,709	2,419	2,466	2,881	7,060	6,972	4,879	4,802	6,517	7,719	6,873	7,290	6,238
8511-8771-70500 Clerical & Other Admin	0	0	0	0	2,260	1,369	1,692	1,683	1,526	1,689	1,637	1,880	1,919
8511-9553-70500 Clerical & Other Admin	570	0	0	0	0	0	0	0	0	0	0	0	0
Total. 70500 Clerical & Other Admin	494,742	530,760	532,992	531,795	536,156	536,423	498,462	529,857	518,846	564,091	539,290	556,525	552,897
70510 Clerical & Other Admin Premium.													
8511-6010-70510 Clerical & Other Admin Premiu	568	224	171	419	1,221	2,905	2,891	1,400	1,110	1,700	868	812	(16)
8511-8070-70510 Clerical & Other Admin Premiu	368	584	284	775	269	465	462	460	158	307	155	606	744
8511-8151-70510 Clerical & Other Admin Premiu	(135)	402	109	155	90	3	317	45	(8)	0	21	36	(17)
8511-8179-70510 Clerical & Other Admin Premiu	0	6	1	571	(80)	16	9	7	5	1	20	(3)	0
8511-8182-70510 Clerical & Other Admin Premiu	1,920	1,601	814	930	1,434	453	652	906	265	398	194	(13)	137
8511-8184-70510 Clerical & Other Admin Premiu	110	112	37	75	81	7	64	84	66	89	81	52	(20)
8511-8187-70510 Clerical & Other Admin Premiu	83	132	115	128	112	126	1,046	431	82	117	211	135	88
8511-8188-70510 Clerical & Other Admin Premiu	5	31	1	12	13	6	32	5	0	3	43	(6)	(1)
8511-8280-70510 Clerical & Other Admin Premiu	(6)	0	0	0	0	0	0	10	27	(6)	0	0	0
8511-8340-70510 Clerical & Other Admin Premiu	(38)	1,001	1,063	250	82	20	765	385	124	(18)	217	17	0
8511-8380-70510 Clerical & Other Admin Premiu	104	70	185	(35)	1,720	462	2,092	2,788	332	(67)	9	389	826
8511-8530-70510 Clerical & Other Admin Premiu	88	10	0	91	83	330	186	136	17	11	259	(5)	0
8511-8580-70510 Clerical & Other Admin Premiu	74	997	713	1,057	829	838	858	1,495	524	1,026	1,159	1,111	892
511-7010-70510 Clerical & Other Admin Premiu	2,805	4,486	3,128	3,425	5,387	7,468	5,473	4,674	2,135	3,947	4,637	2,848	3,188
1-7011-70510 Clerical & Other Admin Premiu	209	8	9	39	77	74	1,008	34	13	21	(5)	11	248
1-7041-70510 Clerical & Other Admin Premiu	27	894	82	432	320	(144)	4	42	(1)	60	40	31	84
11-7075-70510 Clerical & Other Admin Premiu	59	14	33	35	24	22	9	13	11	45	24	39	73
8511-7076-70510 Clerical & Other Admin Premiu	332	272	231	99	320	1,284	(372)	133	59	92	218	81	147
8511-7080-70510 Clerical & Other Admin Premiu	(21)	231	67	86	78	252	86	31	17	17	28	(10)	99
8511-7093-70510 Clerical & Other Admin Premiu	0	31	19	8	48	2	0	0	14	(3)	0	123	8
8511-7268-70510 Clerical & Other Admin Premiu	0	0	0	0	0	0	9	0	0	17	0	0	1
8511-7400-70510 Clerical & Other Admin Premiu	1,027	1,779	588	1,587	1,268	1,902	1,466	743	1,422	1,146	1,121	1,908	1,008
8511-7420-70510 Clerical & Other Admin Premiu	255	276	246	152	141	177	453	508	1,334	940	714	425	1,253
8511-7427-70510 Clerical & Other Admin Premiu	(491)	8	736	(183)	57	242	110	488	230	826	401	444	(108)
8511-7429-70510 Clerical & Other Admin Premiu	(24)	202	(3)	29	601	615	708	(12)	191	609	(71)	443	402
8511-7500-70510 Clerical & Other Admin Premiu	758	624	927	1,047	808	990	964	973	899	1,311	1,241	267	0
8511-7520-70510 Clerical & Other Admin Premiu	2	88	121	175	188	160	(23)	68	84	8	48	1,239	130
8511-7570-70510 Clerical & Other Admin Premiu	0	0	0	0	0	0	0	0	0	0	1	1	8
8511-7591-70510 Clerical & Other Admin Premiu	0	0	0	0	0	0	0	0	0	7	(2)	0	0
8511-7630-70510 Clerical & Other Admin Premiu	14	18	11	148	12	41	(14)	0	67	1,544	1,052	1,819	2,021
8511-7642-70510 Clerical & Other Admin Premiu	0	19	13	8	0	10	20	0	30	11	2	1	60
8511-7710-70510 Clerical & Other Admin Premiu	19	2	12	(4)	0	55	89	31	(6)	0	10	10	0
8511-7720-70510 Clerical & Other Admin Premiu	0	0	0	0	0	0	33	0	0	0	40	(6)	0
8511-7760-70510 Clerical & Other Admin Premiu	0	0	0	0	0	0	0	0	0	0	0	70	223
8511-7775-70510 Clerical & Other Admin Premiu	411	381	240	40	42	10	0	0	46	(10)	59	48	0
8511-7801-70510 Clerical & Other Admin Premiu	0	0	10	0	12	(8)	0	87	57	39	2	47	0
8511-8215-70510 Clerical & Other Admin Premiu	32	(17)	23	75	1	26	431	126	902	(6)	1,453	(146)	119
8511-8340-70510 Clerical & Other Admin Premiu	1,382	3,726	3,044	3,307	5,607	3,839	6,004	5,080	6,403	6,039	5,159	5,181	4,995
8511-8402-70510 Clerical & Other Admin Premiu	(1)	21	82	75	(18)	3	525	746	999	477	782	849	253
8511-8420-70510 Clerical & Other Admin Premiu	371	73	1,622	501	75	0	0	0	0	0	0	0	0
8511-8460-70510 Clerical & Other Admin Premiu	1,403	919	2,311	(64)	2,018	1,398	950	1,059	1,298	1,308	1,913	882	(304)
8511-8470-70510 Clerical & Other Admin Premiu	728	880	804	1,997	82	382	1,817	1,871	532	789	684	1,770	(85)
8511-8511-70510 Clerical & Other Admin Premiu	680	373	526	400	893	626	344	1,027	745	752	314	192	201
8511-8560-70510 Clerical & Other Admin Premiu	20,798	13,631	15,911	14,755	16,882	22,307	17,148	16,779	11,522	13,991	15,736	8,479	16,458
8511-8581-70510 Clerical & Other Admin Premiu	1,275	2,421	2,320	1,755	1,140	1,400	3,880	4,510	3,088	2,072	1,094	2,486	320
8511-8610-70510 Clerical & Other Admin Premiu	10	23	7	0	0	293	316	202	185	57	77	269	(76)
8511-8680-70510 Clerical & Other Admin Premiu	250	382	(19)	0	0	0	0	0	0	0	0	0	0
8511-8681-70510 Clerical & Other Admin Premiu	0	0	0	1	8	0	0	27	9	1	4	4	12
8511-8870-70510 Clerical & Other Admin Premiu	0	9	0	0	55	(22)	233	0	0	0	0	0	0
8511-8877-70510 Clerical & Other Admin Premiu	(2)	3	0	3	15	64	23	48	22	32	24	18	30
8511-8710-70510 Clerical & Other Admin Premiu	403	758	307	790	1,246	276	640	605	392	311	524	316	(48)
8511-8720-70510 Clerical & Other Admin Premiu	118	247	418	238	149	109	1,168	900	586	687	1,680	684	698
8511-8751-70510 Clerical & Other Admin Premiu	2,294	2,157	3,422	3,324	2,521	1,178	981	2,860	1,904	1,213	1,051	1,879	595
8511-8752-70510 Clerical & Other Admin Premiu	226	1	82	98	144	160	528	183	181	228	162	212	35
8511-8771-70510 Clerical & Other Admin Premiu	0	0	0	0	63	(20)	0	0	0	0	0	0	14
Total. 70510 Clerical & Other Admin Premium	38,187	40,223	40,786	38,823	45,747	50,733	56,171	51,539	37,669	42,127	43,462	36,131	33,304
70600 Environmental & Food Services.													
8511-8340-70600 Environmental & Food Services	0	0	0	0	0	0	0	466	(104)	0	0	0	0
8511-7420-70600 Environmental & Food Services	0	0	214	(56)	901	37	0	0	0	0	0	0	0
8511-8310-70600 Environmental & Food Services	3,816	2,659	4,095	3,419	4,306	4,126	3,400	3,638	3,643	3,713	4,240	3,745	3,813
8511-8340-70600 Environmental & Food Services	92,886	97,544	97,698	82,274	87,479	98,308	64,871	98,032	85,616	98,345	94,886	101,223	98,694
8511-8380-70600 Environmental & Food Services	3,384	3,188	5,259	2,868	4,521	2,834	4,431	2,317	4,250	4,824	5,851	5,214	6,238
511-8402-70600 Environmental & Food Services	0	0	0	0	0	0	279	3,315	3,174	3,958	3,584	972	2,722
-8420-70600 Environmental & Food Services	50,439	47,718	44,711	47,077	52,930	50,484	81,818	57,905	52,007	56,158	57,187	66,081	54,534
-8440-70600 Environmental & Food Services	184,858	178,679	177,541	185,358	187,783	174,281	204,064	202,389	178,830	205,777	188,797	186,777	208,451
1-8460-70600 Environmental & Food Services	81,157	80,614	58,948	81,071	51,374	53,889	43,928	49,185	50,516	52,042	70,562	82,377	73,298
8511-8881-70600 Environmental & Food Services	0	0	207	(94)	0	0	3,431	8,242	8,827	5,883	8,760	8,524	8,449

Verity Healt Systems
St Francis Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Total. 70800 Environmental & Food Services	428,111	380,600	388,534	382,053	399,293	381,939	418,010	423,869	383,858	438,885	432,608	466,815	457,266
70810 Environmental & Food Services Premium.													
8511-8340-70810 Environmental & Food Services Premium	0	0	0	0	0	0	0	131	(29)	0	0	0	0
8511-7400-70810 Environmental & Food Services Premium	0	0	0	0	0	0	0	0	0	0	0	159	(73)
8511-7420-70810 Environmental & Food Services Premium	0	0	20	(5)	0	133	0	0	0	0	0	0	0
8511-8310-70810 Environmental & Food Services Premium	0	35	0	0	1	(1)	0	0	0	0	15	(6)	0
8511-8340-70810 Environmental & Food Services Premium	4,582	3,514	2,190	4,799	5,950	8,530	7,075	11,178	7,903	9,052	6,813	7,709	4,887
8511-8350-70810 Environmental & Food Services Premium	1,202	564	428	244	843	801	976	(6)	1,458	307	619	491	959
8511-8402-70810 Environmental & Food Services Premium	0	0	0	0	0	0	0	2,886	2,886	3,609	2,889	(810)	2,766
8511-8420-70810 Environmental & Food Services Premium	4,476	10,140	10,167	8,629	8,094	7,902	8,914	7,877	4,665	4,890	11,545	17,850	2,207
8511-8440-70810 Environmental & Food Services Premium	23,760	29,373	29,854	29,671	30,604	32,025	37,154	39,894	35,578	48,884	44,626	43,977	4,910
8511-8460-70810 Environmental & Food Services Premium	3,101	8,991	12,888	15,718	24,598	15,344	21,812	20,393	19,358	15,220	12,223	7,800	8,729
8511-8661-70810 Environmental & Food Services Premium	0	0	4	(1)	0	0	0	3	42	42	126	43	37
Total. 70810 Environmental & Food Services Premium	37,121	51,616	55,320	54,255	68,091	64,434	73,732	82,255	71,829	81,773	78,686	77,412	23,920
70900 Non-Phys Medical Practitioners'													
8511-7075-70900 Non-Phys Medical Practitioners	8,912	11,354	10,218	9,868	10,218	11,603	10,561	10,482	10,521	11,036	8,821	12,262	9,661
8511-7195-70900 Non-Phys Medical Practitioners	0	0	0	0	2,838	0	0	0	0	0	0	0	0
8511-7420-70900 Non-Phys Medical Practitioners	16,098	14,916	8,934	3,242	5,888	18,301	16,766	15,857	14,322	17,846	15,459	14,683	(3,885)
8511-8515-70900 Non-Phys Medical Practitioners	0	0	0	0	0	0	0	0	0	0	0	0	2,282
8511-8877-70900 Non-Phys Medical Practitioners	0	0	0	0	0	0	0	0	0	4,391	0	0	0
8511-8720-70900 Non-Phys Medical Practitioners	20,607	22,444	19,965	27,853	32,973	22,769	28,781	27,233	22,488	34,201	42,298	35,488	48,724
Total. 70900 Non-Phys Medical Practitioners	45,617	48,713	37,116	40,962	52,015	52,662	56,108	53,572	47,331	67,474	66,578	62,393	57,792
70910 Non-Phys Medical Practitioners Premium'													
8511-8877-70910 Non-Phys Medical Practitioners Premiun	0	0	0	0	0	0	0	0	0	612	0	0	0
8511-8720-70910 Non-Phys Medical Practitioners Premiun	10,634	15,154	16,027	22,719	13,226	17,382	11,118	17,969	12,113	11,283	18,052	15,219	15,140
Total. 70910 Non-Phys Medical Practitioners Premium	10,634	15,154	16,027	22,719	13,226	17,382	11,118	17,969	12,113	11,895	18,052	15,219	15,140
Total Productive Salaries	**10,932,680**	**11,459,168**	**11,324,426**	**11,505,997**	**11,689,181**	**11,408,287**	**11,335,249**	**12,637,937**	**11,487,743**	**12,340,449**	**11,629,360**	**11,681,278**	**11,137,865**
Non-Productive Salaries:													
71200 Vacation Holiday & Sick Leav'													
8511-8010-71200 Vacation Holiday & Sick Leav	102,173	109,833	108,918	110,897	121,114	121,533	118,101	147,731	134,824	131,760	118,388	119,311	133,890
8511-8070-71200 Vacation Holiday & Sick Leav	73,792	73,726	73,230	74,027	78,750	82,297	78,143	87,802	85,224	88,274	80,738	80,870	88,473
8511-8151-71200 Vacation Holiday & Sick Leav	75,627	78,771	74,273	79,245	83,644	86,221	73,849	87,072	87,388	88,313	90,481	90,664	91,230
8511-8179-71200 Vacation Holiday & Sick Leav	16,809	16,122	16,172	17,418	20,266	21,615	20,526	25,171	27,285	26,906	26,655	26,208	24,258
8511-8182-71200 Vacation Holiday & Sick Leav	40,225	37,389	33,437	36,535	42,313	41,384	36,038	42,788	43,178	40,809	39,570	42,871	44,671
8511-8184-71200 Vacation Holiday & Sick Leav	48,583	51,754	64,380	53,175	64,415	58,014	52,884	59,268	58,099	59,339	54,689	52,035	61,437
8511-8187-71200 Vacation Holiday & Sick Leav	61,846	61,977	62,782	63,242	66,880	72,011	66,894	73,710	72,421	69,202	69,283	70,150	78,871
'1-8188-71200 Vacation Holiday & Sick Leav	66,256	66,979	62,017	63,562	69,667	73,753	67,817	72,224	68,776	68,683	70,005	71,638	71,870
-8290-71200 Vacation Holiday & Sick Leav	13,517	16,624	15,657	16,538	17,916	19,401	15,002	21,470	20,084	18,211	17,980	16,429	15,614
11-8340-71200 Vacation Holiday & Sick Leav	51,886	50,510	61,810	58,498	63,074	67,410	65,829	62,728	61,196	60,199	61,282	61,475	90,028
8511-8380-71200 Vacation Holiday & Sick Leav	87,491	85,181	86,295	93,775	97,223	95,416	90,760	98,892	87,837	92,974	87,885	86,495	85,488
8511-8382-71200 Vacation Holiday & Sick Leav	5,212	6,157	2,722	2,845	3,895	3,432	4,639	4,073	2,710	5,855	5,032	3,088	2,973
8511-8580-71200 Vacation Holiday & Sick Leav	21,783	21,071	21,942	22,507	25,801	28,000	26,868	31,535	27,476	26,044	24,321	25,801	26,872
8511-7010-71200 Vacation Holiday & Sick Leav	94,070	92,542	97,939	102,029	107,915	109,396	104,213	114,334	114,482	107,570	110,008	112,562	123,124
8511-7011-71200 Vacation Holiday & Sick Leav	8,072	12,608	8,801	9,029	8,074	8,057	10,404	8,343	4,822	7,526	9,332	8,941	11,134
8511-7012-71200 Vacation Holiday & Sick Leav	2,686	3,520	2,888	2,986	3,008	3,009	2,722	3,300	2,852	4,382	4,024	2,690	2,154
8511-7041-71200 Vacation Holiday & Sick Leav	2,010	2,826	1,387	2,667	2,715	2,799	1,869	2,848	1,008	2,813	2,641	2,689	2,126
8511-7075-71200 Vacation Holiday & Sick Leav	3,264	3,474	3,191	3,457	3,868	3,803	3,281	3,442	4,119	4,277	3,931	4,154	4,441
8511-7079-71200 Vacation Holiday & Sick Leav	4,332	4,894	4,856	4,978	5,038	6,598	5,757	5,820	6,073	5,708	4,775	5,631	5,660
8511-7080-71200 Vacation Holiday & Sick Leav	3,489	3,526	1,906	3,632	2,934	6,028	4,592	5,314	5,472	5,009	4,910	4,267	3,688
8511-7087-71200 Vacation Holiday & Sick Leav	4,448	4,680	5,388	5,140	6,618	7,019	4,991	6,244	5,109	4,916	4,943	5,168	5,242
8511-7093-71200 Vacation Holiday & Sick Leav	543	536	859	570	626	578	633	642	625	(78)	0	767	831
8511-7267-71200 Vacation Holiday & Sick Leav	3,391	4,253	2,763	3,591	3,880	3,887	2,911	2,177	2,369	2,424	2,488	1,361	1,764
8511-7268-71200 Vacation Holiday & Sick Leav	8,400	12,101	14,750	12,035	13,987	14,378	10,624	13,076	13,301	13,702	11,670	11,859	11,972
8511-7400-71200 Vacation Holiday & Sick Leav	85,094	77,338	84,087	77,827	81,903	90,128	76,371	93,923	87,844	91,545	82,676	88,195	86,388
8511-7420-71200 Vacation Holiday & Sick Leav	25,789	26,474	28,982	28,693	28,822	32,367	34,674	35,021	32,438	32,126	32,007	26,860	32,803
8511-7427-71200 Vacation Holiday & Sick Leav	6,282	5,037	6,078	4,908	7,001	4,807	7,269	6,742	7,989	7,454	7,121	7,573	7,914
8511-7429-71200 Vacation Holiday & Sick Leav	8,068	10,148	12,307	11,822	12,641	13,776	8,541	14,111	49,157	11,476	12,008	12,295	12,231
8511-7450-71200 Vacation Holiday & Sick Leav	0	0	0	208	2	1,149	901	941	818	788	774	799	260
8511-7470-71200 Vacation Holiday & Sick Leav	1,094	1,155	1,204	1,157	1,217	1,477	1,192	1,117	1,333	1,325	1,241	1,248	1,324
8511-7471-71200 Vacation Holiday & Sick Leav	7,254	7,719	8,238	8,027	8,633	11,174	9,029	9,170	8,794	8,409	7,803	8,881	8,917
8511-7500-71200 Vacation Holiday & Sick Leav	30,167	34,677	33,488	33,129	37,551	39,576	38,832	39,775	43,314	39,024	39,848	44,242	48,594
8511-7520-71200 Vacation Holiday & Sick Leav	1,029	830	1,204	1,181	1,078	597	1,148	1,363	1,322	1,273	1,250	1,224	1,302
8511-7570-71200 Vacation Holiday & Sick Leav	12,127	13,427	12,723	13,571	13,204	18,527	15,553	16,257	17,175	16,700	16,844	17,607	18,609
8511-7573-71200 Vacation Holiday & Sick Leav	7,642	6,834	8,713	7,495	8,053	8,497	9,295	9,108	7,954	7,731	9,088	7,010	7,819
8511-7591-71200 Vacation Holiday & Sick Leav	6,888	7,128	7,234	7,481	8,340	9,893	7,583	7,325	7,223	8,895	7,074	8,207	8,145
8511-7620-71200 Vacation Holiday & Sick Leav	0	0	0	0	0	474	597	606	589	567	567	576	653
8511-7630-71200 Vacation Holiday & Sick Leav	18,076	18,439	18,764	17,620	19,338	24,849	21,545	21,007	21,119	20,329	19,760	20,681	21,132
8511-7642-71200 Vacation Holiday & Sick Leav	6,377	6,381	5,292	6,891	7,401	6,806	7,158	7,448	5,411	7,389	7,034	7,263	7,435
8511-7650-71200 Vacation Holiday & Sick Leav	2,352	2,341	2,494	2,494	2,738	3,385	2,768	876	2,991	2,830	2,563	2,987	3,157
8511-7660-71200 Vacation Holiday & Sick Leav	2,037	2,236	2,319	2,358	1,733	3,510	2,886	3,792	2,957	2,480	3,867	3,941	3,764
8511-7670-71200 Vacation Holiday & Sick Leav	7,447	7,346	7,934	8,277	7,990	9,626	8,210	7,882	8,331	8,334	8,007	8,248	8,094
8511-7680-71200 Vacation Holiday & Sick Leav	4,417	8,405	8,168	8,720	8,468	9,308	7,483	7,882	7,407	7,149	7,018	7,548	8,968
8511-7690-71200 Vacation Holiday & Sick Leav	2,907	2,908	3,083	3,113	3,415	4,099	3,453	3,505	3,408	3,283	3,224	3,329	3,442
8511-7710-71200 Vacation Holiday & Sick Leav	32,229	39,471	32,940	31,782	38,644	41,825	38,432	40,171	39,819	37,799	36,173	36,831	38,808
8511-7720-71200 Vacation Holiday & Sick Leav	33,258	32,680	38,642	35,298	37,898	48,733	40,108	41,214	37,504	37,586	37,984	40,818	37,047
8511-7722-71200 Vacation Holiday & Sick Leav	8,354	8,816	8,088	9,164	10,110	11,118	9,699	10,140	10,486	11,042	10,604	11,388	11,833
8511-7760-71200 Vacation Holiday & Sick Leav	3,088	3,403	3,980	4,120	5,210	5,360	3,263	5,433	5,487	5,152	4,674	5,649	5,257
8511-7775-71200 Vacation Holiday & Sick Leav	10,327	11,121	9,084	9,678	12,579	11,213	10,917	11,101	11,887	11,200	10,138	9,515	11,219
8511-7801-71200 Vacation Holiday & Sick Leav	303	(2,677)	590	483	630	665	536	(18)	0	284	411	429	439
8511-8215-71200 Vacation Holiday & Sick Leav	4,828	3,855	902	1,797	2,143	2,084	807	1,421	2,204	2,040	1,052	1,116	1,133
8511-8231-71200 Vacation Holiday & Sick Leav	0	0	0	0	0	0	1,383	0	0	0	0	0	0
8511-8310-71200 Vacation Holiday & Sick Leav	808	913	1,278	1,025	647	682	591	677	692	814	872	899	663
8511-8340-71200 Vacation Holiday & Sick Leav	19,226	19,024	18,539	21,681	22,952	24,506	21,807	21,098	21,280	21,811	21,340	23,206	23,740
8511-8350-71200 Vacation Holiday & Sick Leav	1,062	1,051	1,090	1,240	1,211	1,527	1,238	1,268	1,220	1,176	1,155	1,192	1,233
8511-8360-71200 Vacation Holiday & Sick Leav	7,588	7,833	9,569	10,941	10,288	9,881	9,808	11,625	11,988	12,428	11,140	12,113	13,689
8511-8370-71200 Vacation Holiday & Sick Leav	7,088	6,914	7,814	8,543	7,881	9,103	8,671	8,418	8,362	7,969	8,135	8,436	8,766
511-8402-71200 Vacation Holiday & Sick Leav	4,320	4,580	4,664	5,246	5,152	6,087	5,286	5,400	5,383	5,035	4,852	5,232	5,376
-8420-71200 Vacation Holiday & Sick Leav	6,681	6,722	4,082	6,473	6,911	8,748	8,418	7,848	8,423	7,812	7,745	9,188	8,588
1440-71200 Vacation Holiday & Sick Leav	23,100	24,898	27,872	29,504	28,636	32,011	26,350	26,845	26,406	27,373	26,904	28,379	29,962
-8480-71200 Vacation Holiday & Sick Leav	10,000	11,373	11,556	45,077	12,858	18,584	14,587	15,119	13,482	13,968	13,448	13,127	14,724
8511-8485-71200 Vacation Holiday & Sick Leav	2,564	2,641	2,982	3,353	3,292	3,883	3,402	3,448	3,431	3,295	3,238	3,342	3,224
8511-8470-71200 Vacation Holiday & Sick Leav	2,926	3,043	3,091	3,447	3,528	3,745	3,632	3,573	3,488	3,410	3,335	3,542	3,815

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8811-8810-71200 Vacation Holiday & Sick Leav	747	882	799	798	826	822	536	644	811	796	694	834	781
8511-8511-71200 Vacation Holiday & Sick Leav	802	1,737	1,789	1,803	1,579	1,408	1,435	1,736	1,252	1,729	1,494	1,587	841
8511-8560-71200 Vacation Holiday & Sick Leav	17,837	17,681	20,810	22,191	10,487	23,165	21,845	21,805	21,721	21,160	20,256	20,267	22,012
8811-8561-71200 Vacation Holiday & Sick Leav	787	764	1,008	1,381	1,321	1,344	1,226	1,078	1,454	1,574	1,614	1,549	1,812
8511-8591-71200 Vacation Holiday & Sick Leav	722	688	1,032	695	698	613	600	411	564	536	403	543	956
8511-8810-71200 Vacation Holiday & Sick Leav	275	1,877	1,860	898	954	1,516	1,223	706	603	2,139	2,697	3,529	4,437
8511-8815-71200 Vacation Holiday & Sick Leav	4,954	4,572	4,728	3,146	4,275	3,602	3,744	5,789	6,768	3,127	2,920	2,998	1,042
8811-8816-71200 Vacation Holiday & Sick Leav	387	640	558	620	884	831	831	880	736	694	884	774	733
8511-8850-71200 Vacation Holiday & Sick Leav	5,604	9,022	3,580	5,121	4,774	4,541	3,053	1,544	1,756	1,000	2,372	2,073	2,019
8511-8880-71200 Vacation Holiday & Sick Leav	662	963	815	1,056	1,110	1,782	1,109	1,150	1,118	1,077	1,058	1,092	1,129
8511-8881-71200 Vacation Holiday & Sick Leav	1,109	1,098	(26,370)	226	221	317	418	281	217	220	237	223	231
8511-8870-71200 Vacation Holiday & Sick Leav	384	372	20	0	0	0	0	0	0	0	0	0	0
8511-8877-71200 Vacation Holiday & Sick Leav	1,989	2,249	6,418	3,683	3,690	3,502	2,921	3,281	3,585	3,450	3,154	3,238	3,898
8511-8880-71200 Vacation Holiday & Sick Leav	1,387	1,818	235	1,736	1,495	1,260	1,787	1,760	1,998	2,057	1,870	2,242	1,508
8511-8710-71200 Vacation Holiday & Sick Leav	1,753	1,177	562	725	2,074	1,875	1,351	1,742	1,270	972	888	1,151	1,821
8811-8720-71200 Vacation Holiday & Sick Leav	14,231	16,321	12,851	16,053	16,026	14,771	15,690	16,340	16,107	16,075	14,724	14,679	17,687
8511-8751-71200 Vacation Holiday & Sick Leav	25,389	27,436	29,797	31,323	31,078	31,554	27,204	33,500	31,120	34,983	33,220	32,427	38,912
8511-8752-71200 Vacation Holiday & Sick Leav	6,571	9,752	6,216	6,557	6,442	6,181	6,474	8,888	7,827	7,511	7,325	8,388	8,009
8511-8754-71200 Vacation Holiday & Sick Leav	775	874	507	1,017	958	914	626	3,595	3,428	365	829	2,090	2,132
8511-8771-71200 Vacation Holiday & Sick Leav	1,248	781	1,562	1,492	1,411	1,399	1,014	1,218	1,498	1,441	1,416	1,481	944
Total 71200 Vacation Holiday & Sick Leav	1,302,323	1,332,262	1,331,314	1,411,844	1,469,380	1,566,505	1,431,831	1,565,917	1,588,087	1,617,198	1,473,499	1,514,254	1,561,738
71275 BONUS													
8511-8010-71275 BONUS	0	0	0	0	0	0	3,000	0	0	0	0	0	0
8511-8340-71275 BONUS	0	0	0	2,500	0	0	0	9,375	0	0	0	0	0
8511-7400-71275 BONUS	0	0	0	0	0	0	0	1,250	0	0	0	0	0
8511-7420-71275 BONUS	0	0	0	10,000	0	0	0	0	0	0	0	0	0
8511-7429-71275 BONUS	0	0	0	0	0	0	0	0	1,250	0	0	0	0
8511-7570-71275 BONUS	0	0	0	0	0	0	10,000	0	0	0	0	0	0
8511-8816-71275 BONUS	0	0	0	2,700	0	0	0	0	0	0	0	0	0
8511-8850-71275 BONUS	0	33,000	0	0	0	0	0	0	0	0	0	0	0
8811-8754-71275 BONUS	0	0	0	0	0	0	0	0	12,000	0	0	0	0
Total 71275 BONUS	0	33,000	0	15,200	0	0	13,000	10,625	13,250	0	0	0	0
71277 IT Application Training													
8811-8070-71277 IT Application Training	0	0	0	0	0	0	534	0	100	0	0	0	0
8511-8181-71277 IT Application Training	(133)	0	0	0	0	0	0	0	0	0	0	0	0
8511-8182-71277 IT Application Training	0	0	0	0	0	0	0	0	168	0	181	0	0
8811-8188-71277 IT Application Training	(1,208)	0	0	0	0	0	0	0	0	0	0	0	0
8811-8340-71277 IT Application Training	0	44	(5)	0	0	0	0	0	0	174	(56)	0	0
8511-7400-71277 IT Application Training	771	(371)	0	0	0	0	0	288	(84)	0	0	0	0
8511-7570-71277 IT Application Training	0	0	0	0	0	0	0	0	0	0	0	0	536
811-8560-71277 IT Application Training	0	0	0	0	0	0	148	0	0	0	0	0	0
1-9608-71277 IT Application Training	0	0	0	0	0	0	0	0	0	0	0	0	214
Total 71277 IT Application Training	(569)	(327)	(5)	0	0	0	688	288	202	174	103	0	750
71950 Severance Pay													
8511-7050-71950 Severance Pay	1,812	0	0	0	0	0	0	0	0	0	0	0	0
8511-7400-71950 Severance Pay	9,838	2,541	0	0	0	0	0	0	0	0	0	0	0
8511-7591-71950 Severance Pay	0	0	0	0	0	0	0	0	0	7,022	14,045	14,045	105,336
8511-7710-71950 Severance Pay	12,480	0	0	0	0	0	0	0	0	0	0	0	0
8811-8810-71950 Severance Pay	(2,542)	0	0	0	0	0	0	0	0	8,914	17,827	17,827	187,186
8511-8850-71950 Severance Pay	0	0	13,058	13,058	13,058	13,058	6,529	0	0	0	0	0	0
8811-8784-71950 Severance Pay	6,107	0	0	0	0	0	0	0	0	0	0	0	0
Total 71950 Severance Pay	27,295	2,541	13,058	13,058	13,058	13,058	6,529	0	0	15,936	31,872	31,872	292,522
Total Non- Productive Salaries	**1,329,049**	**1,367,475**	**1,344,366**	**1,439,901**	**1,472,417**	**1,579,563**	**1,451,858**	**1,596,830**	**1,602,519**	**1,633,308**	**1,505,475**	**1,546,126**	**1,875,010**
Total - Salaries & Wages	**12,261,729**	**12,826,643**	**12,668,792**	**12,945,698**	**13,161,598**	**12,987,850**	**12,787,108**	**14,234,767**	**13,090,262**	**13,873,755**	**13,134,834**	**13,227,404**	**13,012,875**
Registry:													
72500 Registry Nursing Personnel													
8811-8010-72500 Registry Nursing Personnel	391,056	238,720	121,197	131,881	108,243	136,210	169,391	203,833	184,537	229,877	188,450	126,024	136,895
8511-8070-72500 Registry Nursing Personnel	640	669	0	0	0	0	0	0	0	0	0	0	0
8811-8181-72500 Registry Nursing Personnel	51,564	26,929	9,385	12,880	10,501	9,530	8,039	13,759	37,350	117,940	88,114	56,762	10,587
8511-8179-72500 Registry Nursing Personnel	57,386	62,739	27,231	18,323	20,202	6,019	1,985	(428)	28,827	43,475	40,731	15,213	3,276
8511-8182-72500 Registry Nursing Personnel	15,629	10,316	8,217	2,231	515	(132)	0	0	0	0	0	0	0
8811-8184-72500 Registry Nursing Personnel	19,673	558	0	0	0	0	0	0	0	0	0	0	0
8511-8187-72500 Registry Nursing Personnel	18,126	29,699	21,390	10,532	619	1,391	2,769	84	1,148	3,821	7,248	2,882	16,039
8511-8188-72500 Registry Nursing Personnel	24,863	14,322	1,131	(105)	0	0	1,548	3,537	13,899	14,836	2,100	3,763	2,910
8511-8382-72500 Registry Nursing Personnel	1,195	0	7,743	1,561	(1,026)	0	246	1 839	(149)	0	0	1,711	804
8511-8530-72500 Registry Nursing Personnel	88	0	0	0	0	0	0	0	0	0	0	0	0
8511-8580-72500 Registry Nursing Personnel	4,899	1,413	0	0	0	0	0	0	0	0	0	0	0
8511-7010-72500 Registry Nursing Personnel	43,464	55,121	57,588	84,520	93,723	132,386	86,779	133,091	220,098	191,857	128,108	113,784	67,660
8511-7011-72500 Registry Nursing Personnel	56,783	33,648	86,783	88,607	91,450	100,907	78,857	84,403	58,456	89,435	90,397	37,918	77,272
8511-7288-72500 Registry Nursing Personnel	0	0	0	0	0	0	0	0	0	0	0	0	2,513
8511-7400-72500 Registry Nursing Personnel	38,120	44,653	83,482	131,660	134,735	131,693	124,301	130,704	142,789	148,370	130,650	114,876	92,000
8811-7420-72500 Registry Nursing Personnel	38,348	20,978	216	(293)	1,352	230	15,484	30,797	34,435	31,820	41,363	32,607	28,849
8811-7427-72500 Registry Nursing Personnel	0	0	0	0	0	0	0	0	0	0	14,124	14,719	11,893
8811-7500-72500 Registry Nursing Personnel	0	0	53,330	77,882	49,074	0	11,385	0	0	11,420	28,546	10,238	71,370
8511-7570-72500 Registry Nursing Personnel	0	0	4,741	5,228	774	0	311	(30)	5,745	2,317	27,233	18,784	1,849
8511-7573-72500 Registry Nursing Personnel	0	0	0	0	0	0	0	0	1,703	(550)	0	0	8,788
8511-7591-72500 Registry Nursing Personnel	0	0	0	0	0	0	0	2,491	34,103	9,152	10,911	2,042	(858)
8511-7620-72500 Registry Nursing Personnel	0	0	6,445	11,855	5,837	0	0	15,207	(22,835)	8,768	0	0	0
8511-7720-72500 Registry Nursing Personnel	0	0	0	0	0	0	0	0	0	0	40,068	15,954	31,433
8511-7775-72500 Registry Nursing Personnel	0	0	13,299	15,884	4,891	0	624	0	0	0	2,621	879	7,205
8511-8340-72500 Registry Nursing Personnel	0	0	0	0	1,357	0	0	0	0	0	0	0	0
8811-8480-72500 Registry Nursing Personnel	0	0	0	0	0	0	0	0	0	0	0	1,397	(1,397)
8511-8560-72500 Registry Nursing Personnel	2,594	4,574	5,668	3,690	3,420	0	531	0	0	0	7,839	2,889	25,964
511-8660-72500 Registry Nursing Personnel	0	3,357	2,509	12,237	6,798	0	0	0	0	0	0	0	0
-8720-72500 Registry Nursing Personnel	18,298	27,261	21,814	640	14,718	0	3,378	0	0	0	0	0	0
-8751-72500 Registry Nursing Personnel	12,530	13,078	12,641	(1,407)	6,884	0	0	0	0	4	11,018	2,652	37,258
1-8752-72500 Registry Nursing Personnel	16,922	18,674	12,466	(1,133)	9,426	0	2,463	0	(700)	0	14,165	4,765	34,209
Total 72500 Registry Nursing Personnel	809,878	604,924	536,399	803,428	585,594	518,136	646,092	618,211	738,508	902,439	845,679	580,021	682,907

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
72100 Medical-Therapists & Other													
8511-7011-72100 Medical-Therapists & Other	0	21,581	0	0	0	0	0	0	24,997	7,983	10,431	21,272	(34,540)
8511-7288-72100 Medical-Therapists & Other	13,904	11,554	14,387	18,888	16,892	17,277	18,844	16,713	17,837	15,248	22,255	870	18,878
8511-7400-72100 Medical-Therapists & Other	0	0	0	0	3,816	4,929	5,752	5,207	(3,206)	0	0	0	0
8511-7420-72100 Medical-Therapists & Other	0	0	0	0	0	0	0	0	0	0	0	0	2,417
8511-7500-72100 Medical-Therapists & Other	43,332	84,455	12,437	(7,530)	29,187	67,288	33,589	53,437	49,827	49,087	5,886	30,064	(43,495)
8511-7570-72100 Medical-Therapists & Other	8	3,778	2,841	(5,533)	(887)	9,772	1,272	5,852	(6,372)	1,183	(48)	998	(1,114)
8511-7573-72100 Medical-Therapists & Other	0	0	0	0	0	0	0	1,173	(235)	0	0	0	0
8511-7620-72100 Medical-Therapists & Other	5,882	5,587	(156)	1,001	363	10,601	(822)	137	1,138	(1,136)	0	0	0
8511-7630-72100 Medical-Therapists & Other	0	0	0	1,454	801	(2,255)	0	0	0	0	0	0	0
8511-7720-72100 Medical-Therapists & Other	0	0	0	0	0	0	0	0	110,032	62,997	26,488	(16,020)	(19,874)
8511-7775-72100 Medical-Therapists & Other	11,576	14,520	38,247	31,765	48,938	50,854	52,537	59,414	43,257	52,424	53,203	52,831	48,407
8511-8340-72100 Medical-Therapists & Other	0	0	0	0	0	2,255	0	0	0	0	0	0	0
8511-8480-72100 Medical-Therapists & Other	0	0	0	0	0	0	1,303	(126)	0	0	0	(1,397)	1,397
8511-8580-72100 Medical-Therapists & Other	0	2,311	0	4,136	3,073	3,342	5,414	11,647	11,381	888	8,868	10,889	(15,282)
8511-8860-72100 Medical-Therapists & Other	0	0	11,898	(1,547)	5,211	(1,157)	0	0	0	0	0	0	0
8511-8720-72100 Medical-Therapists & Other	0	0	0	18,709	6,330	19,752	8,282	4,467	(570)	0	0	0	0
8511-8751-72100 Medical-Therapists & Other	0	0	0	10,643	4,888	(377)	(297)	2,834	18,159	17,114	3,479	17,420	(25,132)
8511-8752-72100 Medical-Therapists & Other	0	0	0	12,179	11,356	15,468	18,419	27,118	21,803	21,657	5,301	18,798	(23,820)
Total. 72100 Medical-Therapists & Other	74,682	124,088	79,264	85,161	129,927	187,859	144,034	187,904	288,848	227,434	133,830	133,323	(84,386)
Total Registry Labor	**884,560**	**729,010**	**615,612**	**688,588**	**695,521**	**705,796**	**692,126**	**807,115**	**1,023,154**	**1,129,873**	**979,410**	**713,345**	**568,549**
Contract Labor													
72600 Registry-Non Clinical													
8511-8340-72600 Registry-Non Clinical	23,250	31,000	38,750	(7,750)	0	0	0	0	0	0	0	0	0
8511-7010-72600 Registry-Non Clinical	61,380	84,400	66,550	69,600	62,740	33,660	28,200	32,430	28,200	31,020	28,200	31,090	28,200
8511-7400-72600 Registry-Non Clinical	32,760	43,800	73,260	80,670	33,130	110,750	79,308	98,530	84,640	80,280	75,000	87,240	80,300
8511-7570-72600 Registry-Non Clinical	30,600	24,600	0	0	0	0	0	0	0	0	0	0	0
8511-8215-72600 Registry-Non Clinical	30,600	41,310	30,600	27,120	30,600	38,250	30,600	35,190	30,600	30,180	35,190	12,240	24,200
8511-8560-72600 Registry-Non Clinical	0	0	0	0	0	0	647	0	0	0	0	0	0
8511-8650-72600 Registry-Non Clinical	0	0	0	0	0	0	0	0	0	0	0	0	42,526
8511-8752-72600 Registry-Non Clinical	0	0	0	0	0	0	22,650	74,950	59,400	50,940	58,970	55,970	57,550
8511-8754-72600 Registry-Non Clinical	30,637	9,858	34,116	25,032	6,518	30,476	25,499	37,498	(11,094)	0	0	0	0
Total 72600 Registry-Non Clinical	209,247	205,068	243,396	184,672	132,988	213,158	187,204	278,595	191,748	192,420	205,360	186,540	232,776
Total - Contract Labor	**209,247**	**205,068**	**243,396**	**184,672**	**132,988**	**213,158**	**187,204**	**278,595**	**191,748**	**192,420**	**205,360**	**186,540**	**232,776**
Benefits & Taxes													
71000 FICA													
11-8881-71000 FICA	926,837	977,019	929,533	916,538	878,181	798,888	691,116	1,081,042	984,841	1,028,773	989,500	1,005,482	1,037,581
Total. 71000 FICA	926,837	977,019	929,533	916,538	878,181	798,888	691,116	1,081,042	984,841	1,028,773	989,500	1,005,482	1,037,581
71100 SUI - FUI													
8511-8881-71100 SUI - FUI	19,191	19,200	59,434	22,000	21,900	6,000	22,263	22,300	22,300	(27,700)	(31,821)	(4,306)	10,100
Total. 71100 SUI - FUI	19,191	19,200	59,434	22,000	21,900	6,000	22,263	22,300	22,300	(27,700)	(31,821)	(4,306)	10,100
71101 SUI - RIF.													
8511-8881-71101 Unemployment - RF	0	0	(43,387)	0	0	0	0	0	0	0	0	130	0
Total. 71101 SUI - RIF	0	0	(43,387)	0	0	0	0	0	0	0	0	130	0
71300 Group Health Insurance.													
8511-8881-71300 Group Health Insurance	1,082,397	1,160,115	1,184,695	1,522,944	1,188,732	1,122,261	1,131,058	701,328	750,737	699,265	717,734	712,255	(50,948)
Total. 71300 Group Health Insurance	1,082,397	1,160,115	1,184,695	1,522,944	1,188,732	1,122,261	1,131,058	701,328	750,737	699,265	717,734	712,255	(50,948)
71305 Group Health Self Insured.													
8511-8881-71305 Group Health Self Insured	216,875	184,068	174,120	220,045	169,552	154,733	141,161	148,607	382,376	791,111	885,938	726,841	1,683,263
Total. 71305 Group Health Self Insured	216,875	184,068	174,120	220,045	169,552	154,733	141,161	148,607	382,376	791,111	885,938	726,841	1,683,263
71310 Group Health Insured													
8511-8881-71310 Group Health Insured	69,467	52,325	49,441	70,219	55,846	42,382	42,584	114,460	120,852	150,631	130,314	69,353	182,388
Total 71310 Group Health Insured	69,467	52,325	49,441	70,219	55,846	42,382	42,584	114,460	120,852	150,631	130,314	69,353	182,388
71319 Employee Ben Exp FLEX Dollars.													
8511-8881-71319 Employee Ben Exp FLEX Dollars	10,813	11,759	11,528	10,978	11,327	11,225	11,697	11,388	10,288	12,349	13,131	13,790	13,954
Total 71319 Employee Ben Exp FLEX Dollars	10,813	11,759	11,528	10,978	11,327	11,225	11,697	11,388	10,288	12,349	13,131	13,790	13,954
71320 Group Health Vision.													
8511-8881-71320 Group Health Vision	26,704	(783)	2,603	4,357	5,951	4,253	(11,530)	(1,777)	15,944	(8,597)	26,607	6,763	(17,081)
Total. 71320 Group Health Vision	26,704	(783)	2,603	4,357	5,951	4,253	(11,530)	(1,777)	15,944	(8,597)	26,607	6,763	(17,081)
71350 Dental Insured													
8511-8881-71350 Dental Insured	91,421	48,619	93,248	(30,810)	(30,707)	(31,683)	(48,854)	(35,409)	(32,232)	(31,771)	(19,767)	(37,245)	(58,503)
Total 71350 Dental Insured	91,421	48,619	93,248	(30,810)	(30,707)	(31,683)	(48,854)	(35,409)	(32,232)	(31,771)	(19,767)	(37,245)	(58,503)
71351 Dental Insured IBNR													
8511-8881-71351 IBNR - Dental	(50,152)	(53,753)	(1,550)	111,838	108,781	107,032	108,107	105,822	104,817	53,266	101,275	139,498	110,732
Total 71351 Dental Insured IBNR	(50,152)	(53,753)	(1,550)	111,838	108,781	107,032	108,107	105,822	104,817	53,266	101,275	139,498	110,732
71375 Life AD&D Bnf-Contract													
8511-8881-71375 Life AD&D Bnf-Contract	(2,943)	14,763	1,940	1,988	1,698	1,603	304	1,812	1,975	1,978	1,838	1,985	408
Total. 71375 Life AD&D Bnf-Contract	(2,943)	14,763	1,940	1,988	1,698	1,603	304	1,812	1,975	1,978	1,838	1,985	408
00 Group Life Insurance.													
8511-8881-71400 Group Life Insurance	17,431	(3,450)	19,171	18,320	18,177	18,415	3,842	20,018	20,266	19,502	18,852	19,220	5,778

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Total 71400 Group Life Insurance	17,431	(3,450)	19,171	18,320	18,177	18,415	3,842	20,018	20,265	19,502	18,882	19,220	5,778
71505 Retirement:													
8511-8880-71505 Retirement	0	0	0	0	0	0	0	0	0	0	0	0	0
8511-8881-71505 Retirement	308,687	95,250	95,250	95,250	95,250	95,250	95,250	95,250	95,250	95,250	95,250	95,250	95,250
Total. 71505 Retirement	308,687	95,250	95,250	95,250	95,250	95,250	95,250	95,250	95,250	95,250	95,250	95,250	95,250
71515 403B - Employer Match													
8511-8881-71515 403B - Employer Match	77,084	148,925	148,933	144,102	141,880	248,105	140,938	130,243	148,164	158,640	152,323	155,070	158,900
Total 71515 403B - Employer Match	77,084	148,925	148,933	144,102	141,880	248,105	140,938	130,243	148,164	158,640	152,323	155,070	158,900
71516 Retirement Plan - 401 A													
8511-8881-71516 Verity Retirement Plan - 401 A	498,240	531,928	509,695	517,297	505,258	501,992	578,447	575,618	568,085	599,451	537,785	540,557	570,238
Total 71516 Retirement Plan - 401 A	498,240	531,928	509,695	517,297	505,258	501,992	578,447	575,618	568,085	599,451	537,785	540,557	570,238
71720 Fringe Benefits:													
8511-8881-71720 Fringe Benefits	6,181	6,387	6,387	6,181	7,204	13,881	6,387	8,584	5,281	6,387	6,801	6,484	20,085
Total. 71720 Fringe Benefits	6,181	6,387	6,387	6,181	7,204	13,881	6,387	8,584	5,281	6,387	6,801	6,484	20,085
71600 Workers Compensation Insurance.													
8511-8881-71600 Workers Compensation Insuranc	288,883	198,837	198,837	198,837	198,837	198,837	198,837	198,837	198,837	198,837	198,837	198,837	198,837
Total 71600 Workers Compensation Insurance	288,883	198,837	198,837	198,837	198,837	198,837	198,837	198,837	198,837	198,837	198,837	198,837	198,837
71601 WC - TPA & Other													
8511-8881-71601 WC - TPA & Other	0	87,659	87,659	87,659	87,658	87,658	87,658	87,658	87,658	82,691	87,887	86,003	86,003
Total. 71601 WC - TPA & Other	0	87,659	87,659	87,659	87,658	87,658	87,658	87,658	87,658	82,691	87,887	86,003	86,003
71810 LTD													
8511-8881-71810 LTD	15,875	16,001	17,722	17,744	17,638	19,470	17,238	15,182	22,897	20,423	19,754	20,353	16,021
Total 71810 LTD	15,875	16,001	17,722	17,744	17,638	19,470	17,238	15,182	22,897	20,423	19,754	20,353	16,021
71900 Other Employee Benefits (Non-Payroll)													
8511-8880-71900 Other Employee Benefits (Non-P	0	0	0	0	0	0	536	(36)	0	450	(150)	0	0
8511-8881-71900 Other Employee Benefits (Non-P	(2,959)	0	0	0	0	0	0	0	0	(28,921)	18,448	(7,820)	(243,304)
Total. 71900 Other Employee Benefits (Non-Payroll)	(2,959)	0	0	0	0	0	536	(36)	0	(28,471)	18,298	(7,820)	(243,304)
71910 EAP													
1-8850-71910 EAP	404	2,342	4,848	3,658	3,578	3,555	3,528	3,600	3,741	3,697	3,708	3,720	3,711
Total. 71910 EAP	404	2,342	4,848	3,658	3,578	3,555	3,528	3,600	3,741	3,697	3,708	3,720	3,711
71930 Ed & Reimbrsmnt:													
8511-8880-71930 Ed & Reimbrsmnt	(43,731)	87,665	68,383	47,075	91,944	74,455	90,391	79,264	76,764	66,700	65,085	68,350	133,179
8511-8881-71930 Ed & Reimbrsmnt	196,376	31,030	25,913	43,828	(5,191)	29,407	29,089	71,874	44,140	40,956	28,699	79,894	72,749
Total. 71930 Ed & Reimbrsmnt	152,645	88,695	94,296	90,900	86,753	103,862	119,480	151,127	120,904	107,655	113,784	148,044	205,928
71932 Education - Application Training:													
8511-7010-71932 Education - Application Training	0	0	0	0	433	0	0	0	0	0	0	0	0
Total. 71932 Education - Application Training	0	0	0	0	433	0	0	0	0	0	0	0	0
Total - Taxes & Benefits	**3,718,641**	**3,583,936**	**3,652,271**	**4,029,751**	**3,589,926**	**3,603,719**	**3,540,029**	**3,436,751**	**3,590,762**	**3,935,388**	**4,066,287**	**3,898,188**	**4,031,350**
Total - Labor Costs	**17,074,177**	**17,344,856**	**17,160,071**	**17,849,109**	**17,580,032**	**17,410,522**	**17,206,466**	**16,757,228**	**17,895,925**	**19,131,436**	**18,385,891**	**16,035,487**	**17,845,549**
Medical Fees:													
72000 Medical-Physicians													
8511-7642-72000 MEDICAL-PHYSICIANS	0	15,446	19,541	2,400	0	0	0	13,023	10,972	23,508	42,416	39,741	(29,182)
8511-8810-72000 MEDICAL-PHYSICIANS	14,301	13,334	76,104	22,453	25,827	13,444	47,308	(24,437)	39,108	12,793	22,743	20,546	(109,604)
8511-8715-72000 MEDICAL-PHYSICIANS	285,236	271,827	269,190	299,839	253,784	284,026	274,810	296,249	260,157	267,824	282,129	238,720	278,817
8511-8715-72010 MEDICAL-PHYSICIAN SERVICES	0	(250)	0	0	0	0	0	0	0	0	0	0	0
Total. 72000 Medical-Physicians	299,537	300,156	364,836	324,702	279,711	297,471	321,918	284,835	310,244	303,824	347,288	299,007	139,031
72011 Medical-Physicans Administrat:													
8511-7014-72011 Medical-Physicans Administrat	0	0	0	0	0	0	0	0	0	0	0	0	85,606
8511-8715-72011 Medical-Physicans Administrat	138,045	126,816	138,684	132,793	132,684	128,612	149,637	94,284	151,846	185,164	148,684	(32,506)	38,453
Total 72011 Medical-Physicans Administrat	138,045	126,816	138,684	132,793	132,684	128,612	149,637	94,284	151,846	185,164	148,684	(32,506)	124,260
72021 Medical-Phys Clinical Fees													
8511-8715-72021 Medical-Phys Clinical Fees	822,933	856,258	653,748	840,121	865,258	855,683	983,371	879,783	872,142	934,033	897,474	282,187	1,118,842
Total. 72021 Medical-Phys Clinical Fees	822,933	856,258	653,748	840,121	865,258	855,683	983,371	879,783	872,142	934,033	897,474	282,187	1,118,842
Total - Medical Fees	**1,258,516**	**1,283,230**	**1,357,245**	**1,297,616**	**1,277,653**	**1,282,066**	**1,454,924**	**1,258,903**	**1,334,232**	**1,423,021**	**1,393,426**	**528,689**	**1,382,632**
Supplies:													
73100 Prosthesis.													
8511-8168-73100 Prosthesis	(11)	0	0	0	0	0	0	0	0	0	0	0	0
8511-7010-73100 Prosthesis	0	0	0	(88)	0	642	0	0	0	0	0	0	0
8511-7080-73100 Prosthesis	0	0	0	450	1,350	450	0	(466)	446	445	0	900	0
8511-7450-73100 Prosthesis	0	0	2,325	0	600	4,534	0	(600)	0	3,000	(297)	938	0
511-7470-73100 Prosthesis	329,057	222,507	300,640	279,748	317,889	323,673	380,580	245,667	348,416	314,980	265,853	326,851	217,188
1-7471-73100 Prosthesis	10,482	17,778	17,419	2,544	17,287	13,462	8,343	9,830	3,833	6,932	3,016	10,047	5,881
-7570-73100 Prosthesis	0	0	0	0	288	27	0	2,113	9,400	0	0	0	0
1-7573-73100 Prosthesis	0	0	0	0	0	1,694	174	694	102	0	0	0	0
Total. 73100 Prosthesis	339,527	240,287	320,385	282,656	337,371	344,483	389,077	256,550	363,198	327,357	268,573	338,735	223,187

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
73101 Pacemakers													
8511-7470-73101 Pacemakers	329	429	5,711	0	0	60	6	0	0	331	0	0	662
8511-7570-73101 Pacemakers	45,551	24,927	32,160	22,127	31,656	18,280	65,215	30,892	36,952	7,924	33,326	45,148	25,553
Total 73101 Pacemakers	45,881	25,356	37,871	22,127	31,656	18,340	65,222	30,892	36,952	8,255	33,326	45,145	26,214
73102 IOL [Lens]													
8511-7470-73102 IOL [Lens]	9,210	8,511	6,805	9,161	7,367	3,951	10,268	6,282	1,532	855	1,824	6,100	4,104
8511-7573-73102 IOL [Lens]	20	0	0	0	0	0	0	0	0	0	0	0	0
Total 73102 IOL [Lens]	9,230	8,511	6,805	9,161	7,367	3,951	10,268	6,282	1,532	855	1,824	6,100	4,104
73103 Spinecare Hardcare:													
8511-7450-73103 Spinecare Hardcare	0	0	0	0	0	4,100	0	0	0	0	0	(4,100)	0
8511-7470-73103 Spinecare Hardcare	49,889	200,713	141,348	105,707	93,040	48,203	70,538	87,501	111,782	70,542	107,230	95,744	30,382
Total 73103 Spinecare Hardcare	49,889	200,713	141,348	105,707	93,040	52,303	70,538	87,501	111,782	70,542	107,230	91,644	30,382
73104 Knees-Total													
8511-7420-73104 Knees-Total	0	0	(3,000)	0	0	0	0	0	0	0	0	0	0
8511-7450-73104 Knees-Total	0	0	0	0	4,384	0	0	(4,384)	0	0	3,522	941	0
8511-7470-73104 Knees-Total	90,634	66,676	39,423	14,300	75,395	28,124	52,155	47,085	17,517	98,466	69,601	87,943	17,369
Total 73104 Knees-Total	90,634	66,676	36,423	14,300	79,779	28,124	52,155	42,701	17,517	98,466	93,123	88,884	17,369
73105 Hips-Total													
8511-7450-73105 Hips-Total	0	0	0	0	230	0	0	(230)	0	0	0	248	0
8511-7470-73105 Hips-Total	17,062	21,658	56,529	2,955	49,379	57,818	26,782	76,451	3,154	61,892	45,342	22,937	66,960
Total 73105 Hips-Total	17,062	21,658	56,529	2,955	49,609	57,818	26,782	76,221	3,154	61,892	45,342	23,181	66,960
73106 Hips-Partial													
8511-7470-73106 Hips-Partial	2,697	2,997	2,397	(2,697)	5,394	2,697	8,487	0	2,697	5,658	0	3,750	11,361
Total 73106 Hips-Partial	2,697	2,997	2,397	(2,697)	5,394	2,997	8,487	0	2,697	5,658	0	3,750	11,361
73107 Hips-Compression.													
8511-7470-73107 Hips-Compression	0	4,689	60	2,162	0	11,722	0	0	0	2,261	2,261	0	0
Total 73107 Hips-Compression	0	4,689	60	2,162	0	11,722	0	0	0	2,261	2,261	0	0
73108 Valves -Heart													
8511-7470-73108 Valves -Heart	7,720	0	2,151	4,532	168	12,420	15,440	0	0	0	7,720	4,532	168
8511-7471-73108 Valves -Heart	0	0	0	0	0	0	0	0	7,720	0	0	0	0
Total 73108 Valves -Heart	7,720	0	2,151	4,532	168	12,420	15,440	0	7,720	0	7,720	4,532	168
109 Bone													
8511-7470-73109 Bone	4,448	18,849	6,958	6,091	4,448	12,891	2,168	7,395	32,840	5,990	8,780	4,174	5,878
8511-7570-73109 Bone	0	0	0	0	0	0	0	0	0	0	653	0	0
Total 73109 Bone	4,448	18,849	6,958	6,091	4,448	12,891	2,168	7,395	32,840	5,990	9,433	4,174	5,878
73110 AICD & Leads													
8511-7470-73110 AICD & Leads	0	0	0	(67)	0	1,154	23,011	500	0	0	0	0	0
8511-7471-73110 AICD & Leads	0	0	75	0	0	0	0	0	0	0	0	0	0
8511-7509-73110 AICD & Leads	0	0	0	0	0	18,150	3	0	0	0	0	0	0
8511-7570-73110 AICD & Leads	126,707	88,868	113,848	150,574	91,074	126,179	162,973	68,728	85,924	171,212	88,812	89,198	60,410
Total 73110 AICD & Leads	126,707	88,868	113,920	150,507	91,074	145,483	175,987	69,228	85,924	171,212	88,812	89,198	60,410
73111 Tissue:													
8511-7080-73111 Tissue	0	0	(122)	0	0	0	0	0	0	0	0	1,350	0
8511-7470-73111 Tissue	37,347	72,608	66,014	37,048	(220)	130,724	70,002	55,307	22,426	1,885	38,794	5,430	30,614
Total 73111 Tissue	37,347	72,608	65,892	37,048	(220)	130,724	70,002	55,307	22,426	1,885	38,794	6,780	30,614
73112 Rings-Angioplasty													
8511-7573-73112 Rings-Angioplasty	1,467	734	725	1,500	750	237	0	0	1,500	1,500	31	750	1,529
Total 73112 Rings-Angioplasty	1,467	734	725	1,500	750	237	0	0	1,500	1,500	31	750	1,529
73114 Neuro Stimulators/ Leads.													
8511-7470-73114 Neuro Stimulators/ Leads	29,532	0	0	0	64,507	0	0	0	0	0	0	0	0
Total 73114 Neuro Stimulators/ Leads	29,532	0	0	0	64,507	0	0	0	0	0	0	0	0
73115 Vascular Grafts													
8511-7080-73115 Vascular Grafts	5,000	2,500	2,500	3,750	6,640	6,885	6,135	16,838	12,860	3,750	6,295	0	0
8511-7460-73115 Vascular Grafts	0	0	9,300	482	0	0	0	0	0	0	0	0	0
8511-7470-73115 Vascular Grafts	42,851	(7,680)	20,432	26,672	(5,127)	58,075	3,667	2,316	(19,146)	(28,361)	36,718	36,703	16,339
8511-7570-73115 Vascular Grafts	0	0	1,509	0	0	0	0	0	0	0	0	0	0
8511-7573-73115 Vascular Grafts	0	0	0	2,400	0	2,448	0	0	0	0	0	7,339	0
Total 73115 Vascular Grafts	47,851	(5,180)	33,736	33,294	3,713	69,407	6,802	19,161	(6,286)	(24,611)	43,013	44,042	16,339
73116 Stents:													
8511-7450-73116 Stents	0	0	497	24	0	0	0	0	0	0	0	0	0
8511-7470-73116 Stents	25,163	5,521	27,850	16,104	58,388	55,244	18,472	19,270	18,776	19,876	43,293	12,267	76,716
8511-7570-73116 Stents	1,715	3,000	600	283	0	1,156	1,156	858	0	319	292	6,310	2,507
8511-7573-73116 Stents	4,444	0	14,166	0	14,650	6,200	10,288	9,405	2,350	7,334	5,607	10,256	2,355
8511-7760-73116 Stents	0	0	307	1,022	0	0	1,022	1,022	0	204	307	1,285	818
Total 73116 Stents	31,321	8,521	43,818	17,432	71,038	62,602	30,940	30,554	21,126	27,834	48,489	32,138	82,396
3117 Stent DES.													
-7470-73117 Stent DES	0	0	0	0	0	0	0	0	0	0	0	0	5,625
1-7570-73117 Stent DES	32,520	22,858	55,343	25,314	19,231	49,791	16,887	26,274	16,937	43,300	18,468	50,694	25,482
Total 73117 Stent DES	32,520	22,858	55,343	25,314	19,231	49,791	16,887	26,274	16,937	43,300	18,468	50,694	31,087

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
73200 Sutures & Surgical Needles.													
8511-6010-73200 Sutures & Surgical Needles	0	513	469	99	0	0	0	0	0	0	0	0	0
8511-6070-73200 Sutures & Surgical Needles	0	0	0	0	0	0	0	0	45	48	0	0	0
8511-7010-73200 Sutures & Surgical Needles	2,175	608	1,890	1,072	3,758	2,098	2,265	1,610	1,888	1,690	1,733	1,368	3,828
8511-7011-73200 Sutures & Surgical Needles	0	348	0	0	401	0	0	0	0	0	0	0	0
8511-7400-73200 Sutures & Surgical Needles	2,756	2,273	2,791	2,817	1,770	2,480	1,998	2,148	3,849	3,115	1,183	2,344	3,588
8511-7450-73200 Sutures & Surgical Needles	0	0	0	0	0	0	0	0	331	0	0	0	(331)
8511-7470-73200 Sutures & Surgical Needles	44,933	29,291	35,880	19,931	50,734	22,910	11,850	8,091	19,717	14,894	17,164	12,887	17,819
8511-7471-73200 Sutures & Surgical Needles	609	1,331	78	298	0	1,007	98	68	248	298	523	728	0
8511-7570-73200 Sutures & Surgical Needles	228	442	1,202	278	1,383	699	109	187	454	511	99	105	0
8511-7573-73200 Sutures & Surgical Needles	0	82	720	0	1,181	602	0	185	1,574	169	218	469	0
8511-7680-73200 Sutures & Surgical Needles	0	650	0	33	0	0	0	0	0	0	0	340	39
8511-7690-73200 Sutures & Surgical Needles	0	89	0	0	1,606	0	0	(1,188)	790	0	1,508	0	0
Total. 73200 Sutures & Surgical Needles	50,700	35,567	42,827	24,624	60,834	29,778	16,020	12,084	28,875	20,712	22,426	18,018	24,741
73201 Endomechanicals.													
8511-6010-73201 Endomechanicals	(214)	14	89	0	0	14	0	0	7	42	120	0	0
8511-6070-73201 Endomechanicals	0	0	378	0	0	0	0	0	127	0	0	0	0
8511-6382-73201 Endomechanicals	0	0	0	0	0	42	0	0	0	0	0	0	0
8511-7010-73201 Endomechanicals	(368)	255	297	188	170	156	134	113	113	85	141	48	170
8511-7011-73201 Endomechanicals	269	141	276	212	99	99	188	148	85	348	177	127	127
8511-7400-73201 Endomechanicals	5,302	4,248	5,015	6,658	5,018	5,552	4,683	7,670	3,835	4,759	3,758	5,224	5,018
8511-7420-73201 Endomechanicals	0	0	0	0	0	2,481	0	0	0	0	0	0	0
8511-7450-73201 Endomechanicals	3,018	0	0	0	0	0	0	0	0	0	0	0	0
8511-7470-73201 Endomechanicals	79,131	87,769	67,436	87,847	106,026	148,096	87,354	38,131	59 488	80,561	88,542	68,216	52,063
8511-7471-73201 Endomechanicals	0	0	0	0	0	0	0	0	127	0	0	0	0
8511-7570-73201 Endomechanicals	0	0	1,308	0	5,578	0	0	0	0	0	0	0	0
8511-7573-73201 Endomechanicals	422	0	0	164	0	447	48	2,226	1,685	9,139	418	0	0
Total 73201 Endomechanicals	87,560	92,427	74,808	95,067	116,889	164,888	72,395	48,288	65,477	94,949	91,151	73,616	57,377
73300 Surgical Packs & Sets													
8511-6010-73300 Surgical Packs & Sets	(90)	106	237	90	106	90	344	316	393	688	519	390	443
8511-6070-73300 Surgical Packs & Sets	0	90	84	90	90	179	90	90	0	0	179	0	179
8511-6181-73300 Surgical Packs & Sets	0	0	0	0	0	0	0	0	76	148	238	238	59
8511-6178-73300 Surgical Packs & Sets	0	0	0	0	0	0	0	0	0	238	473	89	384
8511-6182-73300 Surgical Packs & Sets	0	0	0	0	0	0	0	0	0	298	0	0	0
8511-6184-73300 Surgical Packs & Sets	0	0	0	0	0	0	0	0	169	355	148	89	59
8511-6187-73300 Surgical Packs & Sets	0	0	0	0	0	0	0	0	806	739	89	118	0
8511-6188-73300 Surgical Packs & Sets	0	0	0	0	0	0	0	0	227	118	59	0	0
8511-6580-73300 Surgical Packs & Sets	0	0	0	0	0	0	0	238	0	30	30	59	0
8511-7010-73300 Surgical Packs & Sets	668	767	757	682	940	712	808	682	736	832	682	701	739
611-7400-73300 Surgical Packs & Sets	12,585	12,790	13,712	12,305	13,150	12,829	12,589	13,423	8,855	11,837	10,360	12,267	11,887
1-7420-73300 Surgical Packs & Sets	106	106	0	0	187	214	0	(46)	153	0	0	0	0
1-7429-73300 Surgical Packs & Sets	0	0	0	0	0	0	0	0	42	0	0	0	0
11-7470-73300 Surgical Packs & Sets	38,384	27,997	34,774	28,404	39,343	35,180	28,485	27,538	29,079	33,830	29,880	30,269	29,869
8511-7471-73300 Surgical Packs & Sets	0	0	(28)	58	0	0	0	(37)	389	0	48	0	0
8511-7520-73300 Surgical Packs & Sets	0	0	0	0	0	0	0	0	90	0	0	60	0
8511-7570-73300 Surgical Packs & Sets	3,078	4,662	4,089	3,381	4,610	5,022	4,528	2,806	3,842	5,222	3,634	5,242	3,853
8511-7573-73300 Surgical Packs & Sets	3,578	3,283	3,940	3,831	4,389	3,408	3,607	2,821	2,111	3,318	2,268	4,790	3,336
8511-7691-73300 Surgical Packs & Sets	0	0	0	0	0	0	0	0	0	90	0	0	0
8511-7680-73300 Surgical Packs & Sets	0	0	0	106	0	0	0	0	0	0	0	0	0
8511-7710-73300 Surgical Packs & Sets	0	0	0	0	0	0	0	213	0	0	0	0	0
8511-7760-73300 Surgical Packs & Sets	122	50	130	260	0	173	0	260	79	67	39	497	79
Total. 73300 Surgical Packs & Sets	56,102	49,841	57,698	49,208	62,765	57,805	50,237	48,304	48,644	57,105	48,442	54,837	50,848
73400 Surgical Supplies-General.													
8511-6010-73400 Surgical Supplies-General	10,513	9,302	7,760	8,170	8,827	8,779	13,440	11,824	15,238	17,232	10,838	10,373	10,032
8511-6070-73400 Surgical Supplies-General	3,705	3,235	4,821	2,858	4,690	3,823	1,974	3,740	5,265	3,171	1,375	2,425	2,127
8511-6110-73400 Surgical Supplies-General	0	0	0	0	0	0	0	0	170	0	0	0	0
8511-6181-73400 Surgical Supplies-General	2,636	2,588	1,449	3,340	2,179	2,121	2,220	2,515	2,932	4,226	1,178	1,980	2,939
8511-6170-73400 Surgical Supplies-General	0	0	0	0	0	0	0	0	(127)	0	0	0	0
8511-6178-73400 Surgical Supplies-General	0	0	87	0	0	0	0	0	0	0	0	0	0
8511-6179-73400 Surgical Supplies-General	1,712	2,313	1,705	1,976	1,592	1,989	2,031	2,698	2,395	2,808	1,493	2,554	2,013
8511-6182-73400 Surgical Supplies-General	856	1,456	1,148	1,283	1,007	1,598	1,768	1,384	973	1,050	837	710	788
8511-6184-73400 Surgical Supplies-General	1,763	1,969	1,311	1,742	2,187	2,006	1,697	1,685	2,375	1,779	1,491	635	1,691
8511-6187-73400 Surgical Supplies-General	3,741	3,882	3,102	2,338	2,016	2,731	2,436	1,634	3,094	3,183	3,703	2,683	2,987
8511-6188-73400 Surgical Supplies-General	2,026	3,313	2,955	2,363	2,048	3,051	2,386	2,097	2,883	2,788	2,102	2,389	2,354
8511-6290-73400 Surgical Supplies-General	202	116	147	473	270	317	441	109	162	243	43	81	136
8511-6340-73400 Surgical Supplies-General	1,037	388	1,804	877	641	940	849	253	690	508	830	732	426
8511-6380-73400 Surgical Supplies-General	3,822	3,431	4,248	3,607	3,896	2,108	2,796	2,593	2,397	2,885	1,880	1,194	1,691
8511-6382-73400 Surgical Supplies-General	273	1,444	210	732	(10)	842	312	729	317	203	511	1,160	507
8511-6530-73400 Surgical Supplies-General	184	281	407	319	254	159	171	94	62	15	10	89	208
8511-6580-73400 Surgical Supplies-General	949	1,198	1,152	734	656	531	203	775	544	414	186	403	291
8511-7010-73400 Surgical Supplies-General	14,814	14,388	13,050	14,826	14,082	13,378	10,171	15,037	10,457	13,636	11,364	14,852	10,552
8511-7011-73400 Surgical Supplies-General	2,052	2,088	1,119	1,218	1,777	1,184	1,428	1,287	1,283	1,423	1,007	845	1,353
8511-7075-73400 Surgical Supplies-General	173	0	0	0	298	0	0	0	0	0	0	0	0
8511-7078-73400 Surgical Supplies-General	317	14	36	310	7	128	1	186	389	61	7	26	90
8511-7080-73400 Surgical Supplies-General	9,085	10,432	11,186	1,402	4,466	9,102	7,624	10,792	10,909	13,705	24,232	1,169	393
8511-7087-73400 Surgical Supplies-General	285	143	0	143	0	130	13	0	143	0	0	0	0
8511-7183-73400 Surgical Supplies-General	24	2	(47)	45	37	59	(49)	0	49	2	39	110	65
8511-7198-73400 Surgical Supplies-General	(8)	0	0	0	0	0	0	0	0	0	0	0	0
8511-7400-73400 Surgical Supplies-General	34,602	31,873	30,379	46,380	48,791	40,636	40,370	42,749	32,890	47,422	58,084	42,832	60,387
8511-7420-73400 Surgical Supplies-General	11,848	10,441	10,697	12,233	16,479	12,554	19,773	9,677	13,769	12,837	11,694	8,978	13,581
8511-7427-73400 Surgical Supplies-General	24	62	298	68	21	107	88	65	10	144	257	50	23
8511-7429-73400 Surgical Supplies-General	691	910	686	370	978	1,213	512	178	375	490	1,414	976	426
8511-7450-73400 Surgical Supplies-General	5,515	6,009	8,334	10,169	12,259	7,829	5,552	8,534	8,388	11,150	9,389	8,217	6,162
8511-7470-73400 Surgical Supplies-General	188,087	145,980	212,108	161,573	217,711	225,652	230,758	178,700	210,177	219,891	250,364	231,591	233,535
8511-7471-73400 Surgical Supplies-General	23,618	11,917	18,994	13,569	9,576	21,165	7,383	30,008	16,497	16,882	9,433	21,794	8,748
8511-7500-73400 Surgical Supplies-General	5,819	4,668	8,378	3,883	5,931	4,102	3,828	6,092	5,877	5,995	4,251	5,545	4,767
8511-7520-73400 Surgical Supplies-General	133	0	446	9	27	37	22	17	21	516	68	0	58
8511-7570-73400 Surgical Supplies-General	26,481	27,931	23,602	26,433	16,557	37,619	22,730	48,791	18,805	20,168	26,060	16,134	24,819
511-7573-73400 Surgical Supplies-General	7,479	13,240	16,619	8,316	11,231	8,668	9,158	17,300	7,241	7,599	8,156	6,727	10,882
1-7691-73400 Surgical Supplies-General	255	401	269	383	276	1,144	38	677	1,450	13	48	65	782
-7620-73400 Surgical Supplies-General	0	0	824	126	100	77	97	832	337	237	520	226	260
1-7630-73400 Surgical Supplies-General	205	150	38	369	103	171	15	100	93	66	233	301	60
8511-7642-73400 Surgical Supplies-General	18	0	188	0	3	180	16	0	0	7	0	0	0
8511-7650-73400 Surgical Supplies-General	0	0	52	0	156	0	0	48	0	48	0	0	28

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8511-7680-73400 Surgical Supplies-General	888	9	127	137	59	804	139	127	79	46	1,287	128	179
8511-7570-73400 Surgical Supplies-General	292	287	131	400	532	171	381	448	137	356	54	7	473
8511-7680-73400 Surgical Supplies-General	2,457	2,344	473	2,851	2,419	507	206	1,042	1,589	155	388	2,498	349
8511-7690-73400 Surgical Supplies-General	1,347	2,430	2,026	3,315	2,818	7	2,865	3,528	2,360	1,783	248	1,873	4,826
8511-7710-73400 Surgical Supplies-General	22	40	44	98	29	11	0	11	44	11	11	67	131
8511-7720-73400 Surgical Supplies-General	4,763	3,856	6,496	5,859	6,610	3,342	3,428	6,490	5,441	6,100	11,288	9,147	8,312
8511-7722-73400 Surgical Supplies-General	987	10,052	3,779	3,019	4,862	7,275	515	(261)	1,146	988	1,893	4,433	8,491
8511-7730-73400 Surgical Supplies-General	6,220	5,778	7,414	9,260	163	13,374	59	6,450	9,477	2,736	7,705	0	1,522
8511-7760-73400 Surgical Supplies-General	4,574	11,382	13,885	22,209	2,270	18,634	8,939	12,087	8 508	15,316	10,224	23,354	13,078
8511-7775-73400 Surgical Supplies-General	0	0	0	0	211	0	0	0	0	0	0	0	0
8511-8400-73400 Surgical Supplies-General	0	0	0	0	0	0	0	0	(266)	266	0	0	0
8511-8402-73400 Surgical Supplies-General	0	0	0	0	38	0	0	0	0	0	0	0	0
8511-8440-73400 Surgical Supplies-General	0	0	0	0	0	0	0	0	114	266	0	89	114
8511-8460-73400 Surgical Supplies-General	0	0	0	0	0	0	1	0	41	8	10	0	0
8511-8560-73400 Surgical Supplies-General	0	0	0	0	0	0	0	0	0	0	(7)	0	0
8511-8561-73400 Surgical Supplies-General	0	0	0	0	0	0	0	0	35	0	0	0	0
8511-8569-73400 Surgical Supplies-General	21	4	21	34	8	13	42	43	30	60	0	0	0
8511-8610-73400 Surgical Supplies-General	0	0	0	0	0	0	0	21	0	0	0	0	0
8511-8680-73400 Surgical Supplies-General	0	0	0	0	0	62	0	126	0	195	375	230	126
8511-8700-73400 Surgical Supplies-General	0	0	0	0	0	0	21	0	0	0	2	(23)	0
8511-8751-73400 Surgical Supplies-General	0	0	0	0	0	0	0	0	0	0	0	2,168	489
8511-8752-73400 Surgical Supplies-General	0	0	0	0	3	0	0	0	0	0	0	5	0
8511-8771-73400 Surgical Supplies-General	37	17	0	0	0	0	0	0	0	14	40	7	0
Total 73400 Surgical Supplies-General	365,847	381,857	417,522	381,618	411,356	456,314	409,217	438,265	408,452	443,090	474,241	435,490	438,041
73401 SURGICAL SUPPLIES - CV													
8511-7470-73401 SURGICAL SUPPLIES - CV	17,683	5,839	11,810	9,172	5,796	12,111	11,240	4,676	19,554	8,446	11,451	2,388	24,555
8511-7570-73401 SURGICAL SUPPLIES - CV	0	0	0	0	0	0	0	0	(2)	2,636	0	0	0
8511-7573-73401 SURGICAL SUPPLIES - CV	0	7,225	4,779	0	0	16,272	245	0	0	2,838	6,649	13,070	850
Total 73401 SURGICAL SUPPLIES - CV	17,683	13,064	16,588	9,172	5,796	28,383	11,485	4,676	19,552	13,719	18,100	15,459	26,505
73403 Ortho Supplies.													
8511-6010-73403 Ortho Supplies	0	0	0	0	0	0	0	276	0	2,729	909	1,144	810
8511-6151-73403 Ortho Supplies	0	0	0	0	0	0	0	43	0	92	78	137	214
8511-8178-73403 Ortho Supplies	0	0	0	0	0	0	0	61	0	414	178	287	90
8511-8182-73403 Ortho Supplies	0	0	0	0	0	0	0	0	0	36	0	31	76
8511-8184-73403 Ortho Supplies	0	0	0	0	0	0	0	138	0	176	0	18	0
8511-8187-73403 Ortho Supplies	0	0	0	0	0	0	0	14	0	220	0	384	141
8511-8188-73403 Ortho Supplies	0	0	0	0	31	115	71	231	83	1,552	616	679	388
8511-7010-73403 Ortho Supplies	4,191	2,227	3,228	2,770	2,060	1,086	109	852	567	3,943	2,834	2,723	3,025
8511-7011-73403 Ortho Supplies	32	16	0	0	0	0	0	6	0	0	0	0	0
8511-7080-73403 Ortho Supplies	(14)	0	0	(76)	0	0	0	0	0	0	0	0	0
8511-7078-73403 Ortho Supplies	85	9	287	474	122	119	0	635	(91)	139	195	1,012	290
1-7080-73403 Ortho Supplies	47	0	205	117	72	32	183	39	110	32	47	63	32
1-7400-73403 Ortho Supplies	0	8	0	0	0	0	0	0	0	0	0	0	0
11-7420-73403 Ortho Supplies	(239)	26	266	0	0	0	1,478	(134)	375	481	0	0	0
8511-7450-73403 Ortho Supplies	153	0	(1,832)	0	820	0	0	(820)	0	0	441	616	0
8511-7470-73403 Ortho Supplies	33,564	26,330	53,446	61,307	45,504	61,584	64,493	32,213	43,358	44,014	47,893	50,599	41,436
8511-7471-73403 Ortho Supplies	2,813	2,835	2,832	2,041	1,848	1,944	(144)	1,882	1,391	2,473	1,481	1,917	1,848
8511-7570-73403 Ortho Supplies	170	0	158	329	16	170	450	186	16	322	53	276	161
8511-7775-73403 Ortho Supplies	0	0	0	0	0	0	0	0	0	0	281	0	0
Total 73403 Ortho Supplies	40,811	31,150	58,792	56,888	50,473	66,349	66,610	35,434	46,178	56,591	54,988	60,200	46,288
73404 Heartport Supplies.													
8511-7570-73404 Heartport Supplies	0	0	0	0	0	0	0	0	0	25,000	50,000	0	0
Total 73404 Heartport Supplies	0	0	0	0	0	0	0	0	0	25,000	50,000	0	0
73500 Anesthetic Materials.													
8511-6010-73500 Anesthetic Materials	16	41	15	37	32	12	46	370	57	32	1,611	41	32
8511-7010-73500 Anesthetic Materials	4	0	0	7	1,540	26	38	199	44	0	2,310	203	(8)
8511-7011-73500 Anesthetic Materials	8	13	39	13	63	26	26	0	0	40	0	40	0
8511-7400-73500 Anesthetic Materials	635	0	126	0	(210)	108	36	41	488	0	1,163	74	672
8511-7420-73500 Anesthetic Materials	0	0	0	0	0	26	0	0	(13)	0	0	0	0
8511-7427-73500 Anesthetic Materials	0	0	0	0	0	0	0	0	0	2	0	0	0
8511-7450-73500 Anesthetic Materials	1,116	2,488	1,500	3,281	1,137	2,191	3,059	2,283	4,617	4,667	2,043	4,474	2,374
8511-7470-73500 Anesthetic Materials	1,827	1,906	1,788	1,349	2,651	1,929	1,606	1,491	1,074	2,676	1,398	3,545	1,338
8511-7471-73500 Anesthetic Materials	609	388	412	378	321	455	336	305	487	446	556	435	310
8511-7570-73500 Anesthetic Materials	0	0	0	0	0	0	0	0	0	0	229	0	0
8511-7720-73500 Anesthetic Materials	0	20	0	0	0	0	0	0	0	0	0	0	0
Total 73500 Anesthetic Materials	4,215	4,832	3,880	5,061	5,424	4,775	5,144	4,839	6,931	8,163	9,230	8,812	4,718
73600 Oxygen & Other Medical Gases.													
8511-7080-73600 Oxygen & Other Medical Gases	0	0	0	0	0	0	0	0	0	0	0	64	0
8511-7420-73600 Oxygen & Other Medical Gases	0	0	0	0	0	0	0	383	0	0	0	0	0
8511-7450-73600 Oxygen & Other Medical Gases	0	0	0	0	0	0	0	0	188	18	60	0	0
8511-7470-73600 Oxygen & Other Medical Gases	133	0	69	0	0	0	0	0	0	0	0	0	0
8511-7710-73600 Oxygen & Other Medical Gases	2,035	0	0	0	0	0	0	0	0	0	0	0	0
8511-7720-73600 Oxygen & Other Medical Gases	7,826	11,507	9,382	11,887	9,852	10,794	10,189	13,076	15,725	14,585	15,007	12,137	24,444
Total 73600 Oxygen & Other Medical Gases	9,993	11,507	9,431	11,887	9,852	10,794	10,189	13,439	15,913	14,584	15,068	12,202	24,444
73700 IV Solutions													
8511-6010-73700 IV Solutions	10,501	11,452	10,734	11,405	11,012	11,085	11,891	10,800	10,940	10,757	10,542	9,979	9,420
8511-6070-73700 IV Solutions	1,155	1,681	917	1,304	887	1,015	1,100	778	2,216	1,040	982	1,324	2,674
8511-8110-73700 IV Solutions	0	0	0	0	0	0	0	0	33	0	0	2	0
8511-8151-73700 IV Solutions	3,820	4,383	4,714	4,412	4,350	4,882	4,885	4,412	4,738	4,958	3,085	4,023	4,692
8511-8178-73700 IV Solutions	2,909	3,247	3,018	2,849	3,394	3,585	3,637	4,412	4,480	4,248	3,056	5,082	3,637
8511-8182-73700 IV Solutions	3,038	2,891	2,805	2,142	3,263	2,457	2,129	2,475	1,901	1,858	1,639	2,263	2,244
8511-8184-73700 IV Solutions	2,203	2,656	2,482	2,650	2,289	2,323	2,877	2,260	2,572	2,308	2,017	2,047	2,253
8511-8187-73700 IV Solutions	4,301	4,039	4,034	4,430	3,807	3,830	4,063	3,941	4,232	4,137	3,430	3,916	4,369
511-8188-73700 IV Solutions	3,868	4,114	4,048	3,814	3,925	3,801	4,211	3,585	3,916	3,468	3,262	3,851	4,464
-8280-73700 IV Solutions	308	131	222	360	335	226	257	160	282	457	248	209	280
-8380-73700 IV Solutions	748	723	645	1,988	1,244	1,380	1,905	715	785	568	254	388	793
1-8382-73700 IV Solutions	188	289	5	257	232	632	609	188	101	53	134	394	429
8511-8630-73700 IV Solutions	58	18	30	32	0	45	20	0	26	0	0	30	9
8511-8680-73700 IV Solutions	1,056	1,224	1,191	985	1,027	370	362	832	432	484	327	317	422

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8511-7010-73700 IV Solutions	17,676	17,513	14,614	16,975	17,003	15,906	16,732	17,633	16,080	17,932	12,669	16,387	17,768
8511-7011-73700 IV Solutions	2,413	1,747	2,109	2,621	2,822	2,428	2,393	1,933	1,363	2,263	2,268	2,245	2,578
8511-7076-73700 IV Solutions	0	0	0	42	0	0	0	76	0	0	0	0	0
8511-7080-73700 IV Solutions	21	0	19	76	0	79	39	21	0	22	173	0	0
8511-7183-73700 IV Solutions	1,049	2,083	902	1,014	1,359	2,403	872	1,390	1,097	1,231	962	1,058	848
8511-7400-73700 IV Solutions	9,589	11,814	13,048	11,513	9,666	11,383	9,981	10,028	9,030	10,180	8,658	9,133	10,080
8511-7420-73700 IV Solutions	45	0	0	0	232	181	0	85	(22)	809	213	0	0
8511-7427-73700 IV Solutions	469	295	224	230	233	305	183	185	101	875	236	347	157
8511-7429-73700 IV Solutions	4,526	4,182	5,225	5,232	6,783	4,079	4,975	4,831	4,067	4,192	4,279	5,510	5,224
8511-7450-73700 IV Solutions	269	324	320	0	240	0	640	132	240	510	720	212	0
8511-7470-73700 IV Solutions	6,353	4,731	6,048	6,025	5,955	6,944	5,887	5,094	4,376	4,834	4,331	4,891	6,041
8511-7471-73700 IV Solutions	7,071	3,812	4,787	908	3,813	4,057	1,658	2,313	1,383	377	3,559	5,705	1,112
8511-7500-73700 IV Solutions	(373)	570	570	737	610	589	581	1,381	998	28	872	873	122
8511-7570-73700 IV Solutions	1,087	537	1,161	1,178	1,020	898	713	1,526	573	939	848	732	261
8511-7573-73700 IV Solutions	792	360	1,532	898	1,491	620	1,112	1,927	505	1,801	2,024	1,048	1,012
8511-7591-73700 IV Solutions	160	663	0	0	0	160	0	149	548	640	0	162	0
8511-7630-73700 IV Solutions	246	569	391	534	412	0	0	121	0	0	121	121	0
8511-7642-73700 IV Solutions	160	0	0	0	212	0	0	0	0	0	80	0	0
8511-7650-73700 IV Solutions	0	0	0	0	0	0	0	0	0	0	269	0	0
8511-7680-73700 IV Solutions	142	142	0	0	0	0	0	0	0	0	0	0	14
8511-7870-73700 IV Solutions	283	560	819	425	0	0	680	70	0	0	0	0	215
8511-7680-73700 IV Solutions	1,014	553	283	996	443	358	43	101	138	269	0	326	1,108
8511-7710-73700 IV Solutions	35,465	26,548	32,520	44,703	25,667	23,038	33,190	37,043	31,752	34,348	28,580	22,673	30,522
8511-7720-73700 IV Solutions	111	41	132	89	147	404	10	103	8	0	121	0	42
8511-7722-73700 IV Solutions	0	148	0	(120)	6	241	0	10	0	107	176	59	28
8511-7730-73700 IV Solutions	29	0	0	0	0	29	0	29	0	0	0	0	0
8511-7760-73700 IV Solutions	103	199	303	359	207	273	160	387	222	788	485	825	299
8511-8569-73700 IV Solutions	59	148	133	183	144	188	39	137	237	285	0	0	0
Total. 73700 IV Solutions	123,181	117,424	119,883	129,832	113,023	109,755	120,024	121,326	108,850	116,428	100,700	107,737	115,256
73800 Pharmaceuticals.													
8511-7420-73800 Pharmaceuticals	0	106	0	0	0	0	0	140	135	0	0	0	0
8511-7470-73800 Pharmaceuticals	68	0	0	0	1,183	2,447	0	0	0	0	1,381	0	0
8511-7500-73800 Pharmaceuticals	11,463	0	11,243	0	11,517	0	11,511	11,241	0	0	0	11,887	0
8511-7710-73800 Pharmaceuticals	682,605	616,891	616,974	613,347	621,884	597,337	546,500	530,244	619,584	1,284,223	639,117	611,001	622,944
8511-7760-73800 Pharmaceuticals	0	0	1,030	0	0	0	0	628	0	0	0	1,105	0
8511-8810-73800 Pharmaceuticals	0	0	0	0	0	0	0	0	0	0	2,818	(2,818)	0
Total. 73800 Pharmaceuticals	694,134	616,997	631,247	613,347	634,384	599,784	561,011	542,253	619,719	1,284,223	642,116	621,175	622,944
73900 Radioactive Materials:													
8511-6070-73900 Radioactive Materials	64	0	0	0	0	0	0	133	0	0	64	0	83
8511-7076-73900 Radioactive Materials	40	0	0	0	0	0	0	80	0	0	24	0	24
8511-7420-73900 Radioactive Materials	228	0	0	0	0	0	0	415	0	0	218	0	221
1-7450-73900 Radioactive Materials	48	0	0	0	0	0	0	111	0	0	35	0	35
1-7570-73900 Radioactive Materials	268	0	0	0	0	0	0	552	0	0	275	0	301
11-7630-73900 Radioactive Materials	504	0	0	0	0	0	0	1,135	0	0	632	0	539
8511-7650-73900 Radioactive Materials	17,750	25,505	7,159	24,039	10,147	30,236	20,249	16,109	19,884	15,950	28,458	12,033	29,659
8511-7680-73900 Radioactive Materials	74	0	0	0	0	0	0	131	0	0	59	0	85
8511-7690-73900 Radioactive Materials	16	0	0	0	0	0	0	33	0	0	16	0	16
8511-7730-73900 Radioactive Materials	138	0	0	0	0	0	0	283	0	0	150	0	161
8511-7760-73900 Radioactive Materials	48	0	0	0	0	0	0	100	0	0	59	0	68
8511-7775-73900 Radioactive Materials	8	0	0	0	0	0	0	22	0	0	16	0	25
Total 73900 Radioactive Materials	19,188	25,505	7,159	24,039	10,147	30,236	20,249	19,074	19,884	15,950	30,031	12,033	31,197
74000 Radiology Films.													
8511-7680-74000 Radiology Films	434	388	590	530	308	476	695	395	347	226	294	380	212
8511-7690-74000 Radiology Films	69	17	0	0	86	69	17	0	137	24	0	0	0
Total. 74000 Radiology Films	503	405	590	530	394	544	712	395	485	250	294	380	212
74100 Other Medical Care Materials & Supplies.													
8511-6010-74100 Other Medical Care Materials &	23,832	24,694	27,433	28,129	23,024	24,645	24,520	31,342	29,261	32,807	32,218	28,449	22,084
8511-6070-74100 Other Medical Care Materials &	12,089	11,476	13,950	13,382	12,280	15,430	13,626	14,072	14,321	6,835	11,703	17,650	15,685
8511-6110-74100 Other Medical Care Materials &	0	0	0	0	0	0	0	0	335	0	0	38	0
8511-6161-74100 Other Medical Care Materials &	8,641	9,657	8,832	8,708	9,620	10,542	7,398	10,891	10,743	12,420	10,095	11,602	10,302
8511-6170-74100 Other Medical Care Materials &	0	0	0	0	0	0	0	0	135	0	0	0	18
8511-6179-74100 Other Medical Care Materials &	5,441	8,150	7,161	7,992	5,858	7,631	6,320	9,481	7,849	9,425	8,825	8,052	7,966
8511-6182-74100 Other Medical Care Materials &	7,377	3,858	5,727	4,275	5,216	3,809	4,231	4,869	5,166	6,499	4,043	3,916	4,294
8511-6184-74100 Other Medical Care Materials &	5,832	4,873	4,419	4,644	5,008	4,407	4,555	6,344	4,522	4,364	4,868	4,860	4,812
8511-6187-74100 Other Medical Care Materials &	11,031	9,521	10,559	8,566	9,345	9,716	8,380	11,282	10,018	9,265	9,232	10,049	9,526
8511-6188-74100 Other Medical Care Materials &	9,347	8,347	10,185	7,937	7,969	7,198	7,938	9,028	7,852	7,855	8,307	9,045	8,309
8511-6290-74100 Other Medical Care Materials &	637	283	420	726	616	699	1,267	190	1,106	1,226	810	539	825
8511-6340-74100 Other Medical Care Materials &	454	247	919	654	411	1,797	1,113	(60)	271	838	1,698	1,236	661
8511-6380-74100 Other Medical Care Materials &	12,874	10,827	12,845	11,138	14,935	11,978	16,863	13,517	7,858	15,573	7,235	11,621	12,113
8511-6382-74100 Other Medical Care Materials &	175	472	347	251	141	606	244	245	131	186	274	558	335
8511-6530-74100 Other Medical Care Materials &	1,480	1,834	4,500	2,818	1,631	1,859	831	658	2,234	305	91	679	1,674
8511-6580-74100 Other Medical Care Materials &	3,098	3,166	2,789	3,605	4,082	2,643	1,220	1,548	1,944	3,313	1,224	2,807	2,047
8511-7010-74100 Other Medical Care Materials &	39,039	43,103	46,976	41,388	45,286	41,035	46,250	57,269	47,502	41,432	44,793	44,848	52,889
8511-7011-74100 Other Medical Care Materials &	2,493	11,882	1,647	3,057	2,465	2,812	3,869	2,917	1,410	2,188	2,030	1,955	2,214
8511-7075-74100 Other Medical Care Materials &	0	509	(32)	0	618	0	0	0	1,282	58	0	0	0
8511-7076-74100 Other Medical Care Materials &	452	0	37	158	47	433	35	560	58	415	81	0	205
8511-7080-74100 Other Medical Care Materials &	677	573	704	1,098	492	1,490	1,475	1,032	463	1,160	1,525	851	1,184
8511-7087-74100 Other Medical Care Materials &	11	11	0	11	621	0	0	11	0	0	0	0	250
8511-7183-74100 Other Medical Care Materials &	484	183	1,199	415	729	497	29	285	990	2,610	149	1,221	185
8511-7268-74100 Other Medical Care Materials &	0	0	0	0	4	0	0	2	0	0	0	0	0
8511-7400-74100 Other Medical Care Materials &	16,989	15,883	19,328	16,566	17,052	15,015	11,181	21,578	15,906	16,126	15,390	14,916	16,660
8511-7420-74100 Other Medical Care Materials &	2,166	1,388	254	15	2,775	1,852	1,109	1,473	1,397	1,714	2,086	1,315	3,198
8511-7427-74100 Other Medical Care Materials &	2,158	2,276	3,756	2,879	1,384	2,034	742	2,994	2,028	2,812	2,153	2,758	2,978
8511-7429-74100 Other Medical Care Materials &	3,568	3,308	5,458	3,158	4,833	4,937	3,132	2,971	5,129	4,539	3,381	4,920	2,978
8511-7450-74100 Other Medical Care Materials &	3,508	933	1,348	1,186	1,821	1,170	1,376	1,937	4,161	1,831	1,121	2,407	1,481
8511-7470-74100 Other Medical Care Materials &	19,806	14,480	20,693	16,360	27,087	13,763	16,082	24,742	21,354	14,454	22,726	15,583	17,458
8511-7471-74100 Other Medical Care Materials &	46,539	51,683	40,662	41,276	48,441	50,707	42,981	53,261	47,895	47,633	39,859	44,666	40,962
11-7480-74100 Other Medical Care Materials &	0	0	0	0	0	0	0	0	0	524	564	0	1,328
-7500-74100 Other Medical Care Materials &	1,534	1,166	2,088	1,033	1,807	1,942	560	2,041	1,858	1,538	2,473	1,590	1,788
-7520-74100 Other Medical Care Materials &	133	69	249	137	206	5	83	237	127	124	142	194	114
-7540-74100 Other Medical Care Materials &	571	58	0	0	630	0	0	0	0	0	0	0	0
8511-7570-74100 Other Medical Care Materials &	9,495	9,558	14,243	16,568	7,714	5,662	4,758	15,490	5,913	20,590	8,800	23,193	8,109
8511-7573-74100 Other Medical Care Materials &	15,745	19,759	22,693	30,283	19,097	36,238	25,315	29,676	26,581	31,283	15,643	44,007	48,080

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8511-7591-74100 Other Medical Care Materials &	315	502	25	220	405	626	259	523	177	139	198	305	914
8511-7620-74100 Other Medical Care Materials &	0	0	808	544	118	273	26	533	520	48	993	25	808
8511-7630-74100 Other Medical Care Materials &	1,840	1,817	1,115	497	1,199	1,447	1,219	1,788	147	981	194	2,141	493
8511-7642-74100 Other Medical Care Materials &	208	48	32	25	415	4	12	890	(59)	62	43	8	256
8511-7650-74100 Other Medical Care Materials &	0	0	900	97	972	338	0	42	938	326	948	48	536
8511-7660-74100 Other Medical Care Materials &	43	787	94	37	757	353	182	52	69	49	387	226	188
8511-7670-74100 Other Medical Care Materials &	4,685	4,152	7,438	5,892	6,202	4,364	2,750	5,903	4,142	4,418	3,512	3,841	6,445
8511-7680-74100 Other Medical Care Materials &	12,968	9,179	13,782	10,567	10,544	7,268	7,726	15,870	6,938	9,456	10,252	16,727	12,400
8511-7690-74100 Other Medical Care Materials &	1,485	593	370	401	1,706	266	124	(938)	433	269	512	2,934	1,948
8511-7710-74100 Other Medical Care Materials &	7,133	8,214	5,593	10,070	7,625	8,893	9,757	4,456	1,890	1,123	257	507	686
8511-7720-74100 Other Medical Care Materials &	7,947	10,900	10,897	9,663	12,544	9,085	9,468	22,949	13,651	6,892	10,107	7,268	7,903
8511-7722-74100 Other Medical Care Materials &	2,862	11,705	5,219	3,553	4,315	11,356	2,234	714	1,433	3,056	2,948	6,128	5,612
8511-7730-74100 Other Medical Care Materials &	0	0	0	559	0	176	119	810	176	288	1,958	0	97
8511-7750-74100 Other Medical Care Materials &	0	0	0	0	0	12	0	0	0	0	0	0	0
8511-7760-74100 Other Medical Care Materials &	3,602	2,140	987	7,307	2,012	4,014	719	1,941	2,614	2,754	2,593	3,858	3,921
8511-7775-74100 Other Medical Care Materials &	0	137	205	217	378	141	23	(729)	870	24	274	349	105
8511-7801-74100 Other Medical Care Materials &	3,413	0	1,268	0	1,901	728	3,364	1,292	2,307	574	1,388	1,430	1,626
8511-8340-74100 Other Medical Care Materials &	1,574	1,587	1,687	1,973	993	1,969	801	2,550	1,478	2,283	1,303	1,481	1,074
8511-8370-74100 Other Medical Care Materials &	134	119	134	66	48	138	74	93	242	89	0	0	134
8511-8400-74100 Other Medical Care Materials &	0	0	0	0	0	0	0	0	(638)	838	0	0	28,882
8511-8420-74100 Other Medical Care Materials &	0	0	0	0	0	0	0	0	0	0	9	0	0
8511-8440-74100 Other Medical Care Materials &	0	0	0	0	0	0	0	93	0	0	0	0	0
8511-8460-74100 Other Medical Care Materials &	45	45	0	0	0	127	3	(79)	0	36	0	0	0
8511-8485-74100 Other Medical Care Materials &	0	0	0	45	0	0	0	0	3,868	0	0	0	0
8511-8470-74100 Other Medical Care Materials &	0	0	5	5	0	0	7	12	0	0	0	0	0
8511-8581-74100 Other Medical Care Materials &	0	0	0	0	22	0	20	36	0	0	0	0	0
8511-8589-74100 Other Medical Care Materials &	15	12	102	78	127	32	123	52	208	119	0	0	0
8511-8680-74100 Other Medical Care Materials &	4	0	37	44	72	81	0	27	0	0	2	0	42
8511-8700-74100 Other Medical Care Materials &	5	0	0	45	8	10	14	8	18	0	1	(102)	0
8511-8752-74100 Other Medical Care Materials &	0	15	0	0	2	0	0	0	0	0	0	0	0
8511-8771-74100 Other Medical Care Materials &	917	0	40	0	150	32	0	0	0	26	1,341	174	180
Total 74100 Other Medical Care Materials & Supplies	314,204	323,812	344,985	328,458	330,442	334,264	299,559	390,208	326,285	338,685	300,909	383,269	373,748
74101 Syringes.													
8511-6010-74101 Syringes	433	559	617	438	687	633	429	668	707	556	515	338	279
8511-6070-74101 Syringes	2,127	1,388	3,139	1,111	1,782	1,535	1,494	1,558	2,704	786	1,272	1,779	2,214
8511-6181-74101 Syringes	199	197	459	537	437	488	183	568	694	525	324	443	482
8511-6170-74101 Syringes	0	0	0	0	0	0	0	0	(143)	0	0	0	0
8511-6179-74101 Syringes	56	198	309	509	180	498	248	564	168	322	282	321	197
8511-6182-74101 Syringes	493	173	574	145	390	158	144	309	468	155	309	173	174
8511-6184-74101 Syringes	209	277	108	382	370	228	180	258	80	123	129	154	245
8511-6187-74101 Syringes	358	691	387	571	388	558	526	407	516	428	598	433	380
8511-6188-74101 Syringes	679	359	433	394	508	476	428	585	555	237	323	562	244
8511-6290-74101 Syringes	22	15	0	2	52	0	21	0	1	0	0	0	0
1-6340-74101 Syringes	0	0	30	184	0	0	0	0	124	71	0	0	0
-6380-74101 Syringes	131	160	494	115	62	129	127	181	62	75	52	67	147
1-6382-74101 Syringes	0	0	0	0	0	2	0	0	0	0	0	0	0
8511-6530-74101 Syringes	48	24	(117)	0	0	0	48	0	15	0	0	0	15
8511-6580-74101 Syringes	77	263	218	319	237	154	41	103	126	168	45	148	74
8511-7010-74101 Syringes	500	581	554	539	413	655	480	571	(237)	678	498	548	555
8511-7011-74101 Syringes	6	9	6	9	11	80	11	10	6	7	8	6	5
8511-7078-74101 Syringes	45	0	0	0	18	0	0	61	6	0	15	0	0
8511-7183-74101 Syringes	44	68	98	68	74	81	0	44	26	99	30	29	15
8511-7400-74101 Syringes	65	171	454	337	561	99	281	248	341	872	903	153	331
8511-7420-74101 Syringes	0	0	0	0	0	12	0	0	0	(30)	0	0	0
8511-7427-74101 Syringes	0	1	0	62	0	0	16	0	16	29	65	69	0
8511-7429-74101 Syringes	0	0	0	0	0	43	0	23	0	21	0	0	0
8511-7450-74101 Syringes	442	222	363	185	1,456	215	250	323	291	476	697	183	502
8511-7470-74101 Syringes	651	77	181	540	789	914	161	801	366	583	270	234	486
8511-7471-74101 Syringes	85	4	9	14	3	71	181	(20)	(43)	109	126	(58)	515
8511-7500-74101 Syringes	484	543	664	362	523	459	348	530	483	509	433	224	401
8511-7570-74101 Syringes	133	111	241	125	110	81	268	79	166	144	124	116	245
8511-7573-74101 Syringes	704	402	57	39	125	52	389	475	277	105	15	125	241
8511-7591-74101 Syringes	0	0	0	0	0	0	0	0	0	0	0	8	7
8511-7620-74101 Syringes	0	0	0	0	0	0	0	0	0	8	0	0	25
8511-7630-74101 Syringes	0	3	15	0	0	0	0	0	0	0	0	0	0
8511-7642-74101 Syringes	0	0	15	15	0	0	0	0	0	0	0	0	0
8511-7650-74101 Syringes	0	0	14	0	0	27	0	7	0	70	0	0	3
8511-7660-74101 Syringes	0	0	15	(15)	0	0	0	0	90	8	17	8	0
8511-7670-74101 Syringes	0	0	616	0	168	12	0	0	0	765	0	6	0
8511-7680-74101 Syringes	1,389	1,372	1,553	845	1,969	671	335	1,224	253	825	788	1,662	1,308
8511-7710-74101 Syringes	420	678	505	495	694	607	533	717	724	824	618	805	539
8511-7720-74101 Syringes	0	0	0	0	0	0	0	8	0	0	0	0	0
8511-7760-74101 Syringes	0	7	7	47	0	14	7	12	21	28	28	21	0
8511-8340-74101 Syringes	475	398	475	442	426	497	241	511	525	429	380	317	301
8511-8660-74101 Syringes	62	0	103	90	80	107	0	0	0	41	21	0	62
Total 74101 Syringes	10,329	8,914	12,526	9,909	12,660	9,764	7,488	10,781	9,388	10,270	8,873	8,853	10,093
74102 Gloves.													
8511-6010-74102 Gloves	4,739	5,047	3,882	4,949	4,546	4,121	4,398	5,483	5,281	5,463	4,035	4,278	3,853
8511-6070-74102 Gloves	1,244	1,084	1,354	773	1,089	1,074	675	1,536	1,111	836	1,263	1,126	1,380
8511-6181-74102 Gloves	3,714	4,480	3,560	2,944	2,024	1,702	1,656	3,800	2,208	3,045	2,843	3,220	2,258
8511-6179-74102 Gloves	1,300	2,981	2,070	2,024	1,389	2,688	2,116	1,748	1,810	2,530	1,702	2,300	1,638
8511-6182-74102 Gloves	1,727	1,685	1,584	1,012	1,746	920	1,810	1,104	1,518	1,388	1,168	782	1,059
8511-6184-74102 Gloves	1,988	1,466	1,745	1,481	2,300	1,584	1,288	1,380	1,856	1,472	1,472	1,380	1,290
8511-6187-74102 Gloves	2,970	3,418	2,661	1,748	2,870	2,502	2,300	2,668	3,321	2,254	3,176	2,898	2,055
8511-6188-74102 Gloves	2,229	2,785	2,944	2,120	2,852	1,417	2,300	2,578	2,024	1,748	1,978	2,623	2,116
8511-6290-74102 Gloves	232	158	101	147	239	304	212	331	248	405	175	138	66
8511-8340-74102 Gloves	191	0	1,778	561	561	552	771	0	194	567	931	571	556
8511-6380-74102 Gloves	1,078	1,078	1,509	1,104	874	1,610	975	1,150	828	1,054	1,838	736	1,478
8511-8382-74102 Gloves	0	129	0	0	0	0	0	0	0	0	0	0	0
8511-6530-74102 Gloves	420	104	120	212	101	184	120	0	84	0	(17)	202	387
8511-6580-74102 Gloves	1,181	1,328	1,104	1,169	1,086	662	0	0	507	690	183	920	716
8511-7010-74102 Gloves	5,716	5,340	4,231	3,928	4,695	4,773	3,809	4,882	5,305	4,988	4,887	4,268	4,487
-7011-74102 Gloves	0	0	0	0	73	0	250	0	0	0	0	0	0
7078-74102 Gloves	130	0	0	138	0	819	(57)	(557)	0	0	9	0	184
1-7080-74102 Gloves	0	0	279	92	0	92	184	184	92	0	276	0	184
8511-7183-74102 Gloves	83	166	331	202	221	110	37	129	147	166	37	0	147
8511-7400-74102 Gloves	2,732	2,969	3,744	2,695	3,340	2,556	3,780	2,990	2,176	2,659	2,692	1,716	2,223

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8511-7420-74102 Gloves	1,395	534	2,500	1,434	1,622	1,154	1,624	(1,883)	480	(592)	7,228	960	2,424
8511-7427-74102 Gloves	0	0	0	110	0	0	0	0	0	92	0	74	0
8511-7429-74102 Gloves	324	389	398	388	414	388	92	322	368	368	534	468	277
8511-7450-74102 Gloves	113	0	0	0	0	0	0	0	0	0	0	0	0
8511-7470-74102 Gloves	2,624	1,197	1,838	1,332	898	2,498	985	888	1,760	2,328	2,273	1,798	1,152
8511-7471-74102 Gloves	882	830	947	957	2,022	920	1,003	1,325	1,297	1,453	1,334	2,051	1,169
8511-7500-74102 Gloves	1,391	828	946	1,118	638	1,104	931	480	1,399	1,316	351	1,455	830
8511-7570-74102 Gloves	130	28	324	123	84	74	46	74	37	158	37	74	84
8511-7573-74102 Gloves	771	693	904	857	978	530	218	579	812	739	1,084	302	714
8511-7591-74102 Gloves	58	46	18	55	18	55	9	46	64	0	74	55	0
8511-7630-74102 Gloves	316	110	313	184	221	138	184	278	193	166	230	156	65
8511-7642-74102 Gloves	46	0	46	83	0	55	37	46	46	74	28	101	28
8511-7650-74102 Gloves	0	0	55	46	0	0	0	18	0	55	0	37	92
8511-7660-74102 Gloves	46	79	105	99	101	55	64	79	55	99	122	84	110
8511-7670-74102 Gloves	84	155	129	37	92	74	37	92	97	55	93	84	74
8511-7680-74102 Gloves	622	184	395	166	631	133	426	515	276	439	526	246	431
8511-7690-74102 Gloves	28	0	37	0	55	28	0	41	18	37	9	55	0
8511-7710-74102 Gloves	661	184	768	2,808	(1,062)	1	0	55	37	574	614	(7)	350
8511-7720-74102 Gloves	84	93	92	55	64	37	55	94	55	28	37	92	46
8511-7730-74102 Gloves	19	0	0	0	0	0	0	0	0	0	0	0	0
8511-7760-74102 Gloves	111	0	179	129	92	156	156	166	129	230	29	156	120
8511-7775-74102 Gloves	0	0	18	0	0	0	0	0	0	0	0	138	0
8511-8370-74102 Gloves	0	0	0	0	0	0	0	0	18	0	0	0	9
8511-8440-74102 Gloves	9	0	9	0	9	0	0	0	0	0	0	18	0
8511-8460-74102 Gloves	0	0	0	0	0	0	0	0	0	37	0	0	0
8511-8485-74102 Gloves	0	0	0	0	0	0	0	0	0	0	0	0	18
8511-8470-74102 Gloves	37	37	0	0	0	0	18	74	0	0	28	0	0
8511-8561-74102 Gloves	0	0	0	0	18	0	399	15	0	0	0	28	0
8511-8660-74102 Gloves	0	0	9	78	28	9	0	46	60	18	46	0	37
8511-8677-74102 Gloves	0	0	0	18	0	0	0	0	0	0	0	0	0
8511-8771-74102 Gloves	0	46	0	0	0	0	0	0	0	0	0	0	0
Total. 74102 Gloves	41,580	39,457	43,300	37,391	38,777	35,017	32,789	32,700	35,372	38,940	43,198	35,695	34,370
74103 Angio/Diagnostic Caths.													
8511-6010-74103 Angio/Diagnostic Caths	73	117	197	42	92	67	184	251	142	92	8	(220)	226
8511-6070-74103 Angio/Diagnostic Caths	448	171	336	114	545	826	15	530	336	354	490	803	427
8511-6151-74103 Angio/Diagnostic Caths	2	0	0	0	0	0	0	0	0	0	0	0	0
8511-6179-74103 Angio/Diagnostic Caths	1	1	0	0	0	0	0	0	0	0	0	0	0
8511-6188-74103 Angio/Diagnostic Caths	3	1	0	0	0	0	0	0	0	0	0	0	0
8511-6280-74103 Angio/Diagnostic Caths	13	2	1	4	12	0	16	21	34	22	39	11	(21)
8511-6380-74103 Angio/Diagnostic Caths	0	34	4	0	0	0	0	0	0	0	0	0	0
8511-6530-74103 Angio/Diagnostic Caths	0	0	0	0	0	111	0	0	0	0	0	4	0
8511-6580-74103 Angio/Diagnostic Caths	0	1	0	0	0	0	0	0	0	0	0	0	0
8511-7010-74103 Angio/Diagnostic Caths	149	20	265	158	459	881	110	548	371	40	10	0	0
1-7011-74103 Angio/Diagnostic Caths	0	0	0	0	0	0	0	0	0	0	0	0	245
1-7400-74103 Angio/Diagnostic Caths	2,488	2,313	2,284	2,119	1,850	2,592	1,662	2,926	2,309	1,488	1,688	1,269	1,691
11-7420-74103 Angio/Diagnostic Caths	0	0	0	0	0	0	(223)	0	0	0	0	0	0
8511-7427-74103 Angio/Diagnostic Caths	8	0	0	0	0	0	0	0	0	0	0	0	0
8511-7450-74103 Angio/Diagnostic Caths	0	0	0	418	0	0	0	0	353	0	0	374	0
8511-7470-74103 Angio/Diagnostic Caths	18,858	17,720	39,212	25,858	13,823	24,923	29,132	22,887	18,880	14,404	13,710	29,770	24,217
8511-7471-74103 Angio/Diagnostic Caths	1,892	668	1,002	1,634	1,027	2,165	868	1,850	1,852	1,120	3,049	3,268	1,389
8511-7570-74103 Angio/Diagnostic Caths	29,253	17,388	34,813	18,436	21,338	14,818	32,802	21,325	20,059	30,622	14,491	11,555	21,534
8511-7573-74103 Angio/Diagnostic Caths	53,767	49,068	71,048	56,053	67,378	53,461	44,897	47,278	32,827	38,883	54,307	62,784	53,940
8511-7670-74103 Angio/Diagnostic Caths	0	231	374	121	121	0	0	0	0	121	0	0	0
8511-7680-74103 Angio/Diagnostic Caths	2,428	3,135	3,760	249	3,412	573	745	3,992	2,080	1,601	334	5,184	3,055
8511-7690-74103 Angio/Diagnostic Caths	0	0	2,201	0	1,560	0	0	0	0	841	0	0	0
Total. 74103 Angio/Diagnostic Caths	105,182	90,890	155,268	101,003	111,311	100,214	110,308	101,388	78,123	89,417	88,327	112,842	106,882
74104 Guidewires													
8511-7470-74104 Guidewires	9,763	5,288	17,950	21,160	20,831	14,361	13,233	12,485	8,529	15,815	5,037	11,258	13,787
8511-7570-74104 Guidewires	9,433	799	6,577	5,047	1,103	5,081	5,579	2,905	3,069	3,219	3,913	3,711	2,714
8511-7573-74104 Guidewires	6,581	2,752	4,735	5,773	5,875	3,488	3,923	4,187	2,109	5,110	2,605	4,333	930
8511-7760-74104 Guidewires	0	0	711	0	0	0	0	0	0	0	0	0	0
Total. 74104 Guidewires	25,777	8,838	29,973	32,000	27,808	22,887	22,838	19,887	13,707	29,144	11,556	19,302	17,441
74105 Sheath Sets/Dilators.													
8511-7470-74105 Sheath Sets/Dilators	1,562	1,190	5,007	3,921	7,099	2,562	1,186	586	2,882	3,089	1,006	2,632	3,940
8511-7471-74105 Sheath Sets/Dilators	0	0	0	0	0	0	0	0	44	0	0	0	0
8511-7570-74105 Sheath Sets/Dilators	288	498	812	69	988	555	151	262	185	575	103	190	816
8511-7573-74105 Sheath Sets/Dilators	112	0	1,017	814	3,053	3,309	3,160	684	2,800	370	2,800	2,149	157
8511-7760-74105 Sheath Sets/Dilators	0	0	0	0	0	0	640	907	0	0	0	0	0
Total. 74105 Sheath Sets/Dilators	1,960	1,688	6,836	4,804	11,140	6,426	5,117	2,418	5,881	4,034	3,709	5,171	4,913
74107 Balloon Cor Dilation													
8511-7420-74107 Balloon Cor Dilation	0	0	0	0	0	0	0	0	0	0	0	0	6,640
8511-7470-74107 Balloon Cor Dilation	30,869	33,711	51,471	54,745	84,387	62,847	28,479	21,562	42,981	41,436	39,268	37,146	28,348
8511-7570-74107 Balloon Cor. Dilation	17,898	18,211	19,430	12,947	14,840	13,362	21,604	23,680	26,536	15,624	9,614	13,571	16,680
8511-7573-74107 Balloon Cor Dilation	2,057	1,561	455	1,173	1,813	568	584	3,949	2,096	0	485	94	5,515
8511-7760-74107 Balloon Cor Dilation	0	0	528	0	0	0	0	0	0	0	479	29	0
Total 74107 Balloon Cor Dilation	50,821	53,474	71,884	68,868	100,840	76,797	50,647	49,392	71,594	57,060	49,875	50,843	54,781
74108 Inflation Devices:													
8511-7570-74108 Inflation Devices	1,710	680	1,496	85	769	2,077	680	769	833	680	1,230	390	1,528
8511-7573-74108 Inflation Devices	439	709	309	240	529	441	400	110	0	400	173	400	909
Total 74108 Inflation Devices	2,149	1,388	1,805	326	1,298	2,518	1,080	878	833	1,080	1,403	790	2,439
74109 Atherectomy Devices.													
8511-7470-74109 Atherectomy Devices	0	0	0	0	0	0	0	9,300	6,403	0	3,395	348	12,743
Total. 74109 Atherectomy Devices	0	0	0	0	0	0	0	9,300	6,403	0	3,395	348	12,743
10 Vascular Interventions													
1-7470-74110 Vascular Interventions	6,383	11,343	30,805	63,934	50,014	28,832	5,141	23,638	7,153	25,753	13,781	28,537	54,137
8511-7570-74110 Vascular Interventions	1,361	4,285	1,361	1,361	2,762	1,361	4,143	6,268	6,712	2,724	0	0	2,762
8511-7573-74110 Vascular Interventions	3,897	0	0	6,957	2,400	0	0	0	0	0	1,200	0	2,688

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Total 74110 Vascular Interventions	11,641	15,628	32,166	72,272	55,176	30,213	10,284	32,124	13,885	28,477	14,681	28,537	69,568
74111 Flow Directed Catheters													
8511-7471-74111 Flow Directed Catheters	0	0	0	0	0	0	0	0	0	0	152	0	0
8511-7573-74111 Flow Directed Catheters	1,363	0	0	0	0	0	0	0	0	0	0	0	0
Total 74111 Flow Directed Catheters	1,363	0	0	0	0	0	0	0	0	0	152	0	0
74113 Guiding Catheters													
8511-7460-74113 Guiding Catheters	0	0	0	0	144	(13)	0	(131)	0	0	0	0	0
8511-7470-74113 Guiding Catheters	761	73	1,382	12	827	45	83	333	80	83	1,029	23	0
8511-7570-74113 Guiding Catheters	211	144	1,025	428	842	529	633	260	627	799	849	138	244
8511-7573-74113 Guiding Catheters	0	168	133	42	42	0	82	83	78	0	8	145	0
Total 74113 Guiding Catheters	1,002	384	2,521	481	1,955	561	878	535	883	882	1,886	306	244
74114 PTCA Accessories													
8511-7470-74114 PTCA Accessories	0	0	0	0	0	0	914	0	0	0	0	0	0
8511-7570-74114 PTCA Accessories	898	0	0	827	1,500	2,556	3,904	1,134	827	750	77	0	0
Total 74114 PTCA Accessories	898	0	0	827	1,500	2,556	4,818	1,134	827	750	77	0	0
74115 Intra-Aortic Balloons													
8511-7470-74115 Intra-Aortic Balloons	0	0	0	0	0	0	3,092	0	0	0	0	0	0
Total 74115 Intra-Aortic Balloons	0	0	0	0	0	0	3,092	0	0	0	0	0	0
74117 Coronary Guidewires													
8511-7470-74117 Coronary Guidewires	10	0	0	0	0	0	0	137	263	0	0	0	0
8511-7570-74117 Coronary Guidewires	777	0	0	0	0	870	0	0	0	818	0	0	0
8511-7573-74117 Coronary Guidewires	429	1,818	0	588	383	754	1,120	160	0	1,172	120	795	734
Total 74117 Coronary Guidewires	1,216	1,818	0	588	383	1,624	1,120	298	263	1,991	120	795	734
74119 Chemistry Solutions:													
8511-6010-74119 Chemistry Solutions	(88)	0	0	0	0	0	0	0	0	0	0	0	0
8511-6070-74119 Chemistry Solutions	453	227	567	68	383	238	178	176	88	58	176	147	294
8511-6340-74119 Chemistry Solutions	0	0	0	0	0	0	(107)	0	0	0	0	0	0
8511-8530-74119 Chemistry Solutions	0	0	170	0	0	0	0	0	0	0	0	0	0
8511-7010-74119 Chemistry Solutions	3,387	2,483	2,097	2,664	2,690	2,660	2,266	3,486	2,339	2,716	2,693	2,837	3,157
8511-7400-74119 Chemistry Solutions	348	86	88	259	173	88	173	432	0	173	88	345	259
8511-7420-74119 Chemistry Solutions	0	0	0	0	0	0	0	18	36	0	0	0	0
8511-7429-74119 Chemistry Solutions	0	0	0	0	0	71	0	0	0	178	0	0	0
811-7470-74119 Chemistry Solutions	0	256	0	0	0	143	0	71	0	178	0	0	0
1-7500-74119 Chemistry Solutions	100,316	98,644	118,373	100,883	99,948	136,276	100,456	115,998	120,789	128,482	116,226	90,141	148,180
-7520-74119 Chemistry Solutions	297	645	348	172	358	433	653	328	304	472	294	438	885
11-7570-74119 Chemistry Solutions	0	0	0	0	0	0	88	0	0	554	0	0	0
8511-7720-74119 Chemistry Solutions	5,105	2,023	2,040	1,857	67	1,620	2,044	1,604	1,873	0	0	140	0
8511-7722-74119 Chemistry Solutions	6,295	2,053	2,600	5,049	866	3,482	1,772	8,702	2,714	(1,964)	2,483	3,359	3,869
Total 74119 Chemistry Solutions	118,112	106,418	123,280	110,813	104,134	147,226	107,520	128,496	127,943	128,848	121,801	97,405	154,224
74120 Hematology													
8511-7500-74120 Hematology	341	1,004	4,073	1,410	3,803	1,333	230	21,147	908	6,409	1,735	510	3,027
8511-7720-74120 Hematology	1,209	82	914	873	625	0	897	901	66	600	600	1,201	600
8511-7722-74120 Hematology	1,301	1,201	914	600	1,089	80	897	1,445	53	600	600	1,201	600
Total 74120 Hematology	2,850	2,287	5,901	2,883	5,317	1,414	2,024	23,493	1,018	7,610	2,938	2,912	4,226
74121 Serology													
8511-7500-74121 Serology	1,440	0	1,050	1,578	0	0	0	0	0	1,447	0	0	1,447
Total 74121 Serology	1,440	0	1,050	1,578	0	0	0	0	0	1,447	0	0	1,447
74122 Urinalysis													
8511-7500-74122 Urinalysis	288	0	0	0	0	280	280	280	0	127	280	0	0
Total 74122 Urinalysis	288	0	0	0	0	280	280	280	0	127	280	0	0
74123 Microbiology													
8511-6010-74123 Microbiology	74	78	108	45	74	38	111	42	68	43	91	91	43
8511-6070-74123 Microbiology	173	18	25	43	0	82	10	83	71	0	37	120	0
8511-8161-74123 Microbiology	77	0	37	76	37	2	4	262	119	4	45	6	3
8511-8179-74123 Microbiology	2	4	39	41	4	3	1	5	38	6	3	2	48
8511-8182-74123 Microbiology	11	41	42	2	4	2	2	42	2	2	5	3	3
8511-8184-74123 Microbiology	37	67	2	56	26	23	13	58	22	141	109	23	77
8511-8187-74123 Microbiology	10	48	40	32	62	90	45	0	3	129	21	18	29
8511-8188-74123 Microbiology	6	70	31	20	43	83	18	12	25	3	116	27	(39)
8511-8290-74123 Microbiology	2	0	1	6	0	1	6	0	0	2	6	0	11
8511-8340-74123 Microbiology	37	0	72	73	0	10	42	0	10	53	0	6	0
8511-8380-74123 Microbiology	57	0	36	10	11	18	0	38	49	6	43	54	5
8511-8382-74123 Microbiology	0	0	0	0	0	3	0	3	0	0	0	0	0
8511-8530-74123 Microbiology	(74)	5	0	10	20	0	10	0	58	0	0	21	0
8511-8580-74123 Microbiology	0	0	4	0	2	0	0	3	0	0	0	0	0
8511-7010-74123 Microbiology	383	281	300	260	348	284	395	272	298	354	309	365	322
8511-7080-74123 Microbiology	0	0	0	19	0	15	0	0	15	0	0	0	0
8511-7400-74123 Microbiology	78	112	111	80	111	80	37	111	111	69	46	0	134
8511-7420-74123 Microbiology	0	0	182	0	51	101	51	111	51	64	0	43	107
8511-7427-74123 Microbiology	0	0	0	74	0	0	0	0	0	0	0	0	0
8511-7429-74123 Microbiology	0	66	0	0	(29)	37	0	0	20	0	0	11	0
8511-7470-74123 Microbiology	26	26	52	0	29	29	59	15	29	29	31	26	15
8511-7500-74123 Microbiology	22,244	13,264	21,242	10,716	32,778	25,946	26,507	54,824	18,978	22,571	24,582	21,318	32,441
8511-7620-74123 Microbiology	68	0	0	0	0	0	86	0	0	0	0	0	57
8511-7670-74123 Microbiology	0	0	0	0	0	0	0	0	0	43	0	18	0
511-7630-74123 Microbiology	0	0	0	0	6	0	0	0	0	0	0	0	0
-7780-74123 Microbiology	0	0	0	81	0	0	0	0	0	0	0	6	43
Total 74123 Microbiology	23,185	14,067	22,326	11,908	33,667	29,847	28,377	55,980	19,988	23,628	25,455	22,184	33,328
74124 Phlebotomy													

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8511-7500-74124 Phlebotomy	3,292	3,161	4,562	3,731	4,002	2,459	2,581	5,359	3,351	3,114	2,970	3,838	2,801
Total. 74124 Phlebotomy	3,292	3,161	4,562	3,731	4,002	2,459	2,581	5,359	3,351	3,114	2,970	3,838	2,801
74125 Histology:													
8511-7500-74125 Histology	0	139	0	139	0	139	0	0	0	248	33	116	12
Total. 74125 Histology	0	139	0	139	0	139	0	0	0	248	33	116	12
74130 EPS-Ablation Catheters.													
8511-7470-74130 EPS-Ablation Catheters	0	0	0	0	0	0	0	0	0	0	300	0	0
Total. 74130 EPS-Ablation Catheters	0	0	0	0	0	0	0	0	0	0	300	0	0
74150 Blood Supplies:													
8511-7500-74150 Blood Supplies	3,166	3,567	3,034	2,838	2,661	5,398	3,143	(1,031)	3,130	2,909	3,156	3,150	2,561
8511-7540-74150 Blood Supplies	222,860	211,678	187,807	189,339	291,295	192,150	198,436	183,773	188,089	194,296	187,845	166,928	281,682
Total. 74150 Blood Supplies	226,026	215,265	190,841	192,177	294,156	197,548	201,578	182,742	191,219	197,185	191,002	170,078	284,293
74151 Blood Processing:													
8511-7500-74151 Blood Processing	459	251	421	82	517	421	469	567	253	424	849	384	433
Total. 74151 Blood Processing	459	251	421	82	517	421	469	567	253	424	849	384	433
74160 IV Sets andSupplies.													
8511-6010-74160 IV SETS AND SUPPLIES	0	0	0	0	2	0	0	3	0	0	8	0	0
8511-6070-74160 IV SETS AND SUPPLIES	8	6	2	6	75	2	0	3	0	136	57	9	78
8511-7400-74160 IV SETS AND SUPPLIES	(3)	6	14	1	6	16	9	12	0	0	0	0	0
8511-7470-74160 IV SETS AND SUPPLIES	206	0	0	0	0	0	0	0	99	0	0	0	0
8511-7573-74160 IV SETS AND SUPPLIES	0	105	0	0	105	0	309	0	0	108	0	0	0
8511-7591-74160 IV SETS AND SUPPLIES	0	104	0	0	0	0	0	0	0	0	0	0	0
8511-7650-74160 IV SETS AND SUPPLIES	0	0	0	351	0	0	0	0	0	0	0	0	0
8511-7680-74160 IV SETS AND SUPPLIES	0	105	0	0	0	105	0	105	0	0	0	105	0
Total. 74160 IV Sets andSupplies	211	325	15	358	190	123	318	123	99	242	65	114	78
74195 Inventory Adjustments													
8511-6010-74195 INVENTORY ADJUSTMENTS	(4,183)	0	0	0	0	0	0	0	0	0	0	0	(12,376)
8511-6070-74195 INVENTORY ADJUSTMENTS	(8,771)	0	0	0	0	0	0	0	0	0	0	0	5,974
8511-6151-74195 INVENTORY ADJUSTMENTS	(2,880)	0	0	0	0	0	0	0	0	0	0	0	3,181
8511-6182-74195 INVENTORY ADJUSTMENTS	(2,880)	0	0	0	0	0	0	0	0	0	0	0	3,181
8511-6184-74195 INVENTORY ADJUSTMENTS	(2,880)	0	0	0	0	0	0	0	0	0	0	0	3,181
8511-6187-74195 INVENTORY ADJUSTMENTS	(2,880)	0	0	0	0	0	0	0	0	0	0	0	3,181
511-6188-74195 INVENTORY ADJUSTMENTS	(2,880)	0	0	0	0	0	0	0	0	0	0	0	3,181
1-6380-74195 INVENTORY ADJUSTMENTS	(8,634)	0	0	0	0	0	0	0	0	0	0	0	881
1-7010-74195 INVENTORY ADJUSTMENTS	14,909	0	0	0	0	0	0	0	0	0	0	0	(4,592)
11-7183-74195 INVENTORY ADJUSTMENTS	2,441	0	0	0	0	0	0	0	0	0	0	0	(756)
8511-7400-74195 INVENTORY ADJUSTMENTS	(12,748)	0	0	0	0	0	0	0	0	0	0	0	(16,697)
8511-7460-74195 INVENTORY ADJUSTMENTS	(9,622)	0	0	0	0	0	0	0	0	0	0	0	(2,133)
8511-7470-74195 INVENTORY ADJUSTMENTS	(479,833)	0	0	0	0	0	0	0	0	0	0	0	161,907
8511-7471-74195 INVENTORY ADJUSTMENTS	(3,713)	5,683	2,700	5,413	1,777	6,299	5,664	(1,140)	3,721	5,544	5,449	5,264	17,715
8511-7500-74195 INVENTORY ADJUSTMENTS	(6,464)	0	0	0	0	0	0	0	0	0	0	0	(17,131)
8511-7570-74195 INVENTORY ADJUSTMENTS	(22,865)	(38,648)	0	0	0	0	0	0	0	0	0	0	(3,819)
8511-7573-74195 INVENTORY ADJUSTMENTS	(86,362)	0	0	0	0	0	0	0	0	0	0	0	77,491
8511-7630-74195 INVENTORY ADJUSTMENTS	9,547	0	0	0	0	0	0	0	0	0	0	0	(14,826)
8511-7650-74195 INVENTORY ADJUSTMENTS	(1,907)	0	0	0	0	0	0	0	0	0	0	0	767
8511-7710-74195 INVENTORY ADJUSTMENTS	(151,668)	0	0	0	0	0	0	0	0	0	0	0	(152,126)
8511-7720-74195 INVENTORY ADJUSTMENTS	(509)	0	0	0	0	0	0	0	0	0	0	0	(30,539)
8511-7722-74195 INVENTORY ADJUSTMENTS	(3,833)	0	0	0	0	0	0	0	0	0	0	0	29,448
8511-7780-74195 INVENTORY ADJUSTMENTS	(6,311)	0	0	0	0	0	0	0	0	0	0	0	(10,497)
8511-8340-74195 INVENTORY ADJUSTMENTS	10,205	0	0	0	0	0	0	0	0	0	0	0	(4,653)
8511-8400-74195 INVENTORY ADJUSTMENTS	31,626	51,322	58,227	14,265	39,626	44,905	37,800	14,392	6,184	73,058	50,678	38,873	76,513
Total. 74195 Inventory Adjustments	(762,411)	20,360	60,926	20,678	41,408	51,204	43,464	13,252	11,905	79,599	57,327	44,927	134,551
74300 Food-Other:													
8511-6010-74300 Food-Other	1,334	1,625	1,606	1,664	1,778	1,687	1,326	1,942	1,612	1,773	1,104	1,383	1,498
8511-6070-74300 Food-Other	170	205	269	268	198	141	160	214	325	84	10	37	139
8511-6151-74300 Food-Other	1,697	1,980	2,198	1,963	1,926	1,853	1,704	1,983	1,838	1,483	1,450	1,417	1,235
8511-6172-74300 Food-Other	15	0	0	102	0	0	0	0	0	0	0	0	0
8511-6182-74300 Food-Other	906	988	1,034	945	1,262	1,258	1,206	1,393	1,216	989	1,129	1,123	1,270
8511-6184-74300 Food-Other	888	852	1,038	1,091	1,185	1,300	1,267	1,444	1,182	1,138	1,195	1,266	1,155
8511-6187-74300 Food-Other	1,122	1,128	1,301	1,255	1,358	1,359	1,340	1,615	1,276	1,217	1,164	1,255	1,206
8511-6188-74300 Food-Other	1,288	1,352	1,417	1,420	1,476	1,413	1,284	1,517	1,357	1,202	1,181	1,177	1,116
8511-6280-74300 Food-Other	143	161	347	330	270	238	111	135	131	106	71	78	90
8511-6340-74300 Food-Other	2,822	3,177	3,137	3,242	3,120	3,358	2,804	3,354	2,473	3,292	3,568	4,253	3,772
8511-6380-74300 Food-Other	2,112	2,234	2,648	2,523	2,387	2,388	2,244	2,682	2,383	2,170	2,188	2,333	2,121
8511-6580-74300 Food-Other	783	676	772	953	900	637	618	744	709	703	683	656	590
8511-7010-74300 Food-Other	4,607	5,069	5,326	5,330	5,414	5,240	4,826	4,943	4,976	4,846	5,017	5,730	5,561
8511-7011-74300 Food-Other	13	5	6	0	0	37	74	37	0	0	0	0	0
8511-7041-74300 Food-Other	50	58	0	18	18	21	6	26	29	20	172	17	69
8511-7075-74300 Food-Other	70	29	0	0	154	0	325	0	198	0	0	65	0
8511-7078-74300 Food-Other	0	0	0	0	0	0	11	7	14	14	15	14	14
8511-7400-74300 Food-Other	2,280	2,096	2,485	2,882	2,640	2,573	2,265	2,572	2,548	2,692	2,637	2,608	3,023
8511-7420-74300 Food-Other	3,224	2,314	3,095	3,008	3,443	2,877	2,727	2,272	1,849	3,462	2,440	2,492	2,694
8511-7470-74300 Food-Other	0	0	157	0	0	0	0	0	0	0	0	0	0
8511-7642-74300 Food-Other	0	17	0	0	0	0	0	0	0	18	0	0	0
8511-7650-74300 Food-Other	24	0	23	0	0	7	0	7	0	7	0	7	0
8511-7680-74300 Food-Other	0	19	0	74	0	0	31	0	25	0	39	0	36
8511-7775-74300 Food-Other	60	0	0	0	12	12	0	0	0	0	38	0	2
8511-8031-74300 Food-Other	47	51	76	18	31	0	0	0	8	0	24	0	0
8511-8215-74300 Food-Other	164	264	268	144	127	472	172	101	101	101	158	101	53
8511-8310-74300 Food-Other	0	0	0	0	0	0	0	0	20	0	0	0	0
8511-8340-74300 Food-Other	7,411	6,349	6,934	5,537	5,864	5,821	4,527	4,668	5,791	6,555	5,989	5,948	6,157
511-8440-74300 Food-Other	61	167	88	71	52	34	10	74	49	29	28	36	259
1-8460-74300 Food-Other	29	0	0	0	0	85	11	0	0	0	0	0	0
-8460-74300 Food-Other	0	0	0	0	0	0	0	0	0	0	0	0	297
1-8591-74300 Food-Other	0	36	0	0	0	0	0	0	0	0	0	0	0
8511-8810-74300 Food-Other	10,418	12,332	10,893	11,157	12,884	14,821	22,308	22,060	11,952	12,920	12,680	11,356	11,604
8511-8815-74300 Food-Other	1,473	1,007	995	1,142	729	1,311	321	561	561	403	335	577	284

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8511-8816-74300 Food-Other	0	0	0	0	0	130	0	0	0	0	0	0	0
8511-8838-74300 Food-Other	1,979	110	0	100	0	85	954	0	0	117	0	0	89
8511-8850-74300 Food-Other	279	320	471	350	188	200	2,559	200	288	818	885	368	401
8511-8870-74300 Food-Other	2,409	2,709	5,132	3,148	2,282	2,549	1,838	1,914	2,093	2,752	3,841	2,499	2,825
8511-8872-74300 Food-Other	0	0	0	0	0	0	0	0	0	0	8	0	0
8511-8877-74300 Food-Other	473	437	419	841	168	35	15	867	760	391	1,080	37	15
8511-8880-74300 Food-Other	520	460	448	410	437	466	484	819	478	592	566	412	384
8511-8700-74300 Food-Other	232	0	0	0	0	39	0	59	34	20	81	(212)	6
8511-8710-74300 Food-Other	1,048	11,088	8,993	9,119	14,972	13,634	11,940	11,535	11,667	13,282	16,771	19,987	16,814
8511-8720-74300 Food-Other	0	41	0	0	0	377	0	0	0	0	0	3,697	0
8511-8752-74300 Food-Other	0	0	0	0	85	3	0	0	0	0	0	0	0
8511-8757-74300 Food-Other	0	0	0	0	0	0	0	0	0	0	0	0	2
Total 74300 Food-Other	50,187	58,353	61,684	58,868	66,068	66,236	69,269	69,724	67,937	82,966	66,843	70,698	64,203
74400 Linen & Bedding:													
8511-6010-74400 Linen & Bedding	1,410	0	0	0	0	750	0	0	0	0	894	0	537
8511-6151-74400 Linen & Bedding	589	0	0	0	0	668	0	0	0	0	598	0	471
8511-6182-74400 Linen & Bedding	85	0	0	0	0	265	0	0	0	0	80	0	96
8511-6184-74400 Linen & Bedding	69	0	0	0	0	96	0	0	0	0	133	0	80
8511-6187-74400 Linen & Bedding	239	0	0	0	0	168	0	0	0	0	144	0	141
8511-6188-74400 Linen & Bedding	271	0	0	0	0	293	0	0	0	0	431	0	181
8511-6290-74400 Linen & Bedding	0	0	0	0	0	27	0	0	0	0	37	0	27
8511-6340-74400 Linen & Bedding	319	0	0	0	0	90	0	0	0	0	261	0	5
8511-6380-74400 Linen & Bedding	148	0	0	0	0	53	0	0	0	0	84	0	32
8511-6382-74400 Linen & Bedding	0	0	0	0	0	43	0	0	0	0	0	0	0
8511-6530-74400 Linen & Bedding	0	0	0	0	0	11	0	0	0	0	0	0	0
8511-6580-74400 Linen & Bedding	0	0	0	0	0	0	0	0	0	0	0	0	32
8511-7400-74400 Linen & Bedding	604	0	0	0	0	926	0	0	0	0	622	0	527
8511-7420-74400 Linen & Bedding	0	0	0	0	0	0	0	0	0	0	16	0	0
8511-7429-74400 Linen & Bedding	27	0	0	0	0	85	0	0	0	0	59	0	0
8511-7570-74400 Linen & Bedding	0	0	0	0	0	0	0	0	0	0	5	0	0
8511-7573-74400 Linen & Bedding	0	0	0	0	0	0	0	0	0	0	0	0	8
8511-7591-74400 Linen & Bedding	0	0	0	0	0	0	0	0	0	0	0	0	16
8511-7630-74400 Linen & Bedding	11	0	0	0	0	27	0	0	0	0	11	0	11
8511-8350-74400 Linen & Bedding	0	0	0	0	4,625	(1,736)	3,092	(3,089)	0	0	(3,092)	0	0
Total 74400 Linen & Bedding	3,781	0	0	0	4,625	1,775	3,092	(3,089)	0	0	280	0	2,160
74500 Cleaning Supplies													
8511-6010-74500 Cleaning Supplies	0	0	0	0	0	0	0	0	40	0	0	0	0
8511-6070-74500 Cleaning Supplies	429	247	0	0	433	455	397	503	821	395	477	536	559
8511-6179-74500 Cleaning Supplies	0	0	0	0	0	0	0	0	0	0	0	0	1,749
8511-6182-74500 Cleaning Supplies	0	0	0	0	0	0	0	0	14	0	0	85	0
8511-6188-74500 Cleaning Supplies	0	0	0	0	0	0	0	0	0	0	0	0	972
1-6290-74500 Cleaning Supplies	0	0	0	0	20	47	57	92	138	85	66	37	25
1-6340-74500 Cleaning Supplies	34	157	1,138	238	273	0	416	330	172	15	472	261	261
11-6380-74500 Cleaning Supplies	0	0	0	0	434	419	526	558	437	866	850	745	736
8511-6382-74500 Cleaning Supplies	0	0	0	0	1	82	15	77	20	4	0	14	0
8511-6530-74500 Cleaning Supplies	0	0	0	0	108	238	128	398	457	83	169	70	219
8511-7010-74500 Cleaning Supplies	0	0	0	0	209	324	273	350	367	240	188	343	188
8511-7011-74500 Cleaning Supplies	0	0	0	0	0	(24)	0	24	0	15	0	0	15
8511-7078-74500 Cleaning Supplies	0	0	0	0	0	124	13	0	0	0	0	0	0
8511-7400-74500 Cleaning Supplies	30	0	29	29	29	63	60	119	71	31	31	61	10
8511-7429-74500 Cleaning Supplies	0	0	0	0	2	0	0	0	0	0	0	0	22
8511-7450-74500 Cleaning Supplies	0	0	0	0	345	0	0	0	45	312	377	0	0
8511-7471-74500 Cleaning Supplies	3,073	4,098	3,607	2,768	2,711	3,077	2,117	1,994	4,129	2,254	2,778	3,789	1,193
8511-7500-74500 Cleaning Supplies	0	0	0	58	0	0	0	0	0	66	11	0	0
8511-7520-74500 Cleaning Supplies	0	0	0	54	0	0	0	54	0	0	0	0	0
8511-7573-74500 Cleaning Supplies	0	0	0	0	0	0	0	0	0	0	22	0	0
8511-7630-74500 Cleaning Supplies	0	0	0	0	0	0	0	0	0	0	360	91	0
8511-7710-74500 Cleaning Supplies	0	0	0	0	0	0	0	451	731	184	0	1,319	267
8511-8440-74500 Cleaning Supplies	2,427	2,604	5,988	3,268	5,100	301	2,990	6,126	2,292	1,371	3,302	6,041	2,954
8511-8485-74500 Cleaning Supplies	0	0	0	0	0	0	0	0	0	71	0	0	0
8511-8660-74500 Cleaning Supplies	0	0	0	0	0	0	0	0	0	0	0	0	45
Total 74500 Cleaning Supplies	5,993	7,307	10,763	6,440	9,665	5,088	6,993	11,065	8,752	6,001	8,824	12,445	9,206
74600 Office & Administrative Supplies.													
8511-8010-74600 Office & Administrative Suppli	3,537	132	2,182	698	532	451	81	2,416	668	820	2,398	681	3,801
8511-8070-74600 Office & Administrative Suppli	948	59	388	90	58	108	82	37	45	100	416	89	202
8511-8181-74600 Office & Administrative Suppli	2,103	243	796	1,888	392	1,355	920	2,727	425	525	1,751	1,012	2,161
8511-8179-74600 Office & Administrative Suppli	1,185	791	330	717	269	219	160	147	83	242	104	181	170
8511-8182-74600 Office & Administrative Suppli	3,883	93	1,134	215	508	265	142	788	153	98	883	508	607
8511-8184-74600 Office & Administrative Suppli	855	10	138	534	501	31	263	781	141	243	393	1,057	247
8511-8187-74600 Office & Administrative Suppli	2,400	(773)	2,585	1,732	(438)	433	207	1,073	113	183	1,280	853	2,141
8511-8188-74600 Office & Administrative Suppli	1,573	245	1,142	579	638	289	144	914	289	165	1,245	1,412	1,154
8511-6290-74600 Office & Administrative Suppli	608	25	10	0	0	0	9	10	0	10	589	36	0
8511-6340-74600 Office & Administrative Suppli	2,388	27	3,293	2,218	1,097	1,656	1,068	1,586	142	129	3,601	1,332	2,275
8511-6380-74600 Office & Administrative Suppli	2,309	1,037	1,164	2,882	1,567	843	3,532	509	987	1,347	805	3,691	1,956
8511-6530-74600 Office & Administrative Suppli	670	12	196	132	576	45	105	1,512	21	0	1,092	328	1,899
8511-6580-74600 Office & Administrative Suppli	983	76	656	2,083	859	65	485	740	40	106	1,159	168	845
8511-7010-74600 Office & Administrative Suppli	5,787	0	4,190	3,042	1,762	1,455	913	3,822	0	37	5,344	2,073	4,019
8511-7011-74600 Office & Administrative Suppli	332	253	659	117	179	0	148	458	0	0	855	0	158
8511-7012-74600 Office & Administrative Suppli	0	0	0	0	377	0	0	0	0	0	0	0	0
8511-7050-74600 Office & Administrative Suppli	0	0	0	109	63	124	74	280	0	0	240	124	415
8511-7075-74600 Office & Administrative Suppli	4,227	0	485	612	856	274	230	1,432	0	128	2,271	379	1,884
8511-7078-74600 Office & Administrative Suppli	426	0	987	116	(272)	350	186	638	928	81	248	322	218
8511-7080-74600 Office & Administrative Suppli	178	42	294	97	21	0	42	0	64	0	37	42	80
8511-7268-74600 Office & Administrative Suppli	1,004	0	234	384	180	188	189	489	0	0	781	(2)	644
8511-7320-74600 Office & Administrative Suppli	0	0	0	27	0	0	0	0	0	0	0	0	0
8511-7400-74600 Office & Administrative Suppli	3,428	(148)	1,025	5,665	2,708	1,265	944	2,045	219	914	2,357	644	2,538
8511-7420-74600 Office & Administrative Suppli	2,093	0	778	774	5,388	542	932	(593)	402	0	1,466	143	382
8511-7427-74600 Office & Administrative Suppli	0	0	168	0	0	0	0	0	0	0	0	0	0
8511-7429-74600 Office & Administrative Suppli	1,109	84	126	316	650	658	159	1,502	262	(68)	2,168	1,104	1,278
8511-7470-74600 Office & Administrative Suppli	0	0	0	0	0	0	0	0	0	0	0	402	402
1-7471-74600 Office & Administrative Suppli	616	381	1,038	558	1,065	477	2,152	1,078	0	222	898	503	627
-7500-74600 Office & Administrative Suppli	2,980	378	1,543	2,279	1,152	965	746	1,691	758	733	1,814	719	2,710
1-7520-74600 Office & Administrative Suppli	261	0	37	0	0	0	0	0	0	0	0	0	0
8511-7570-74600 Office & Administrative Suppli	459	31	199	155	0	31	79	0	21	21	354	621	322
8511-7573-74600 Office & Administrative Suppli	104	0	0	58	0	16	0	82	40	0	0	0	21

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8511-7591-74600 Office & Administrative Suppl	269	283	147	521	83	6	65	430	5	21	254	31	147
8511-7630-74600 Office & Administrative Suppl	1,997	547	1,246	868	1,398	835	435	2,060	84	0	2,837	972	2,238
8511-7640-74600 Office & Administrative Suppl	0	0	127	0	0	0	0	0	0	0	0	0	0
8511-7642-74600 Office & Administrative Suppl	881	0	0	58	351	0	357	246	0	0	43	89	216
8511-7660-74600 Office & Administrative Suppl	0	0	179	0	0	0	254	0	0	0	0	0	0
8511-7680-74600 Office & Administrative Suppl	38	98	331	0	0	(66)	254	0	0	0	0	0	0
8511-7690-74600 Office & Administrative Suppl	89	18	61	0	16	46	0	0	0	126	84	9	0
8511-7710-74600 Office & Administrative Suppl	4,011	3,239	3,525	3,881	3,720	3,813	4,210	3,702	3,180	2,739	3,887	3,711	4,278
8511-7720-74600 Office & Administrative Suppl	444	253	599	244	194	0	87	358	0	50	459	184	545
8511-7722-74600 Office & Administrative Suppl	143	253	29	0	0	0	0	0	0	0	0	0	0
8511-7760-74600 Office & Administrative Suppl	0	0	243	(12)	442	47	0	(120)	0	0	0	53	0
8511-7775-74600 Office & Administrative Suppl	138	253	198	27	0	0	156	301	0	0	406	125	204
8511-8215-74600 Office & Administrative Suppl	531	253	421	248	152	0	0	0	357	0	291	0	959
8511-8310-74600 Office & Administrative Suppl	177	142	185	141	79	78	8	357	93	8	88	183	1,302
8511-8340-74600 Office & Administrative Suppl	2,384	0	1,883	388	631	425	338	1,817	267	0	2,012	988	1,180
8511-8360-74600 Office & Administrative Suppl	0	0	0	568	1,012	580	393	1,843	0	0	2,384	926	1,146
8511-8380-74600 Office & Administrative Suppl	0	0	0	0	0	0	0	80	0	0	132	0	0
8511-8400-74600 Office & Administrative Suppl	0	0	69	22	0	10	0	0	0	0	51	408	0
8511-8402-74600 Office & Administrative Suppl	78	0	18	708	219	73	326	278	24	2	84	323	447
8511-8420-74600 Office & Administrative Suppl	178	0	51	0	0	323	0	472	0	494	841	310	630
8511-8440-74600 Office & Administrative Suppl	0	253	29	0	0	0	0	0	0	150	15	0	0
8511-8480-74600 Office & Administrative Suppl	1,401	0	29	218	165	113	0	982	0	0	1,316	673	788
8511-8483-74600 Office & Administrative Suppl	0	0	0	0	0	0	0	0	0	18	56	9	0
8511-8470-74600 Office & Administrative Suppl	98	0	1,815	724	80	0	0	316	0	0	302	170	130
8511-8480-74600 Office & Administrative Suppl	394	0	0	0	0	0	0	0	0	0	0	0	101
8511-8480-74600 Office & Administrative Suppl	0	0	0	0	0	0	0	0	0	0	0	0	37
8511-8510-74600 Office & Administrative Suppl	0	0	0	0	0	0	0	0	0	0	0	0	181
8511-8530-74600 Office & Administrative Suppl	0	0	0	8,898	948	749	301	1,880	395	1,388	1,814	(14,350)	805
8511-8580-74600 Office & Administrative Suppl	5,857	418	3,825	262	601	1,682	975	3,013	377	340	4,886	2,760	3,188
8511-8581-74600 Office & Administrative Suppl	4,880	0	408	10,037	1,080	2,128	0	1,689	180	2,870	276	6,408	181
8511-8591-74600 Office & Administrative Suppl	0	0	179	0	0	0	0	0	0	0	0	0	0
8511-8610-74600 Office & Administrative Suppl	4,786	951	2,637	687	1,882	981	872	5,246	35,843	24,897	(57,579)	1,383	5,344
8511-8615-74600 Office & Administrative Suppl	887	0	0	0	0	0	0	0	0	0	403	0	93
8511-8616-74600 Office & Administrative Suppl	0	0	1,268	(26)	0	0	0	0	0	0	15	0	213
8511-8630-74600 Office & Administrative Suppl	38	551	4	0	0	0	0	0	0	0	0	0	0
8511-8638-74600 Office & Administrative Suppl	255	0	548	0	51	18	35	48	0	0	187	141	0
8511-8639-74600 Office & Administrative Suppl	0	0	0	0	0	0	0	134	0	0	0	0	0
8511-8650-74600 Office & Administrative Suppl	423	108	345	249	269	835	114	280	0	0	534	152	191
8511-8660-74600 Office & Administrative Suppl	0	0	(20)	290	78	0	0	187	0	0	68	0	52
8511-8670-74600 Office & Administrative Suppl	105	0	102	0	0	0	0	0	0	0	0	0	0
8511-8672-74600 Office & Administrative Suppl	93	0	8	58	92	92	53	7	0	0	11	150	7
8511-8677-74600 Office & Administrative Suppl	133	0	0	410	43	0	0	98	0	0	58	47	371
8511-8680-74600 Office & Administrative Suppl	0	0	0	27	0	0	0	0	0	0	301	0	0
8511-8700-74600 Office & Administrative Suppl	5,075	0	2,269	3,409	3,681	1,172	1,894	5,725	588	389	9,599	(28,824)	5,222
8511-8710-74600 Office & Administrative Suppl	2,608	0	1,382	688	102	528	113	523	0	0	848	116	534
1-8720-74600 Office & Administrative Suppl	174	0	0	116	540	92	0	0	0	0	262	0	267
1-8751-74600 Office & Administrative Suppl	2,145	0	2,032	0	0	0	82	0	0	262	0	0	0
11-8752-74600 Office & Administrative Suppl	102	382	29	0	110	32	37	688	0	0	290	61	0
8511-8754-74600 Office & Administrative Suppl	88	0	332	0	0	0	0	71	0	0	0	55	47
8511-8757-74600 Office & Administrative Suppl	498	0	137	276	0	0	0	78	0	0	534	225	187
8511-8771-74600 Office & Administrative Suppl	0	0	61	0	124	0	0	356	0	0	0	87	0
8511-8780-74600 Office & Administrative Suppl	0	0	0	151	738	0	271	770	79	79	1,268	380	1,392
Total 74600 Office & Administrative Supplies	91,698	10,927	52,818	80,121	39,430	26,438	25,777	59,892	46,853	39,279	13,467	(3,704)	65,912
74640 Supplies-Photocopy:													
8511-8310-74640 SUPPLIES PHOTOCOPY	0	0	0	0	0	0	0	0	0	0	0	157	18
8511-8480-74640 SUPPLIES PHOTOCOPY	46	72	(72)	0	0	0	0	0	0	0	0	0	0
8511-8581-74640 SUPPLIES PHOTOCOPY	0	0	0	0	0	0	57	0	0	0	0	0	0
Total 74640 Supplies-Photocopy	46	72	(72)	0	0	0	57	0	0	0	0	157	18
74650 Forms.													
8511-5010-74650 Forms	357	373	909	342	285	426	660	415	390	1,338	451	615	582
8511-8070-74650 Forms	395	51	216	58	290	183	389	86	219	453	80	140	228
8511-8161-74650 Forms	471	789	784	636	180	540	260	1,228	843	670	798	880	1,138
8511-8179-74650 Forms	41	30	126	219	248	372	92	190	312	205	372	117	158
8511-8182-74650 Forms	403	267	167	96	482	70	394	383	163	355	123	177	259
8511-8184-74650 Forms	117	336	146	265	379	109	179	164	130	252	53	146	323
8511-8187-74650 Forms	611	587	684	517	527	429	349	554	312	373	699	639	1,292
8511-8188-74650 Forms	230	305	204	81	113	251	104	254	266	49	182	261	185
8511-8290-74650 Forms	18	27	0	0	37	0	10	11	78	2	0	22	899
8511-8340-74650 Forms	140	112	412	266	29	(9)	0	112	0	181	309	138	1,317
8511-8380-74650 Forms	758	168	668	842	318	668	134	715	446	187	188	438	263
8511-8381-74650 Forms	0	0	0	0	0	101	0	0	0	0	0	0	0
8511-8530-74650 Forms	7	83	0	0	0	0	0	0	0	0	0	0	11
8511-8580-74650 Forms	83	44	104	62	34	2	0	43	3	107	81	84	92
8511-7010-74650 Forms	126	211	99	234	217	310	180	410	330	274	387	285	501
8511-7011-74650 Forms	12	84	167	64	19	80	21	68	120	24	37	13	180
8511-7041-74650 Forms	0	0	0	0	0	0	0	0	0	0	0	22	72
8511-7075-74650 Forms	188	46	19	15	51	0	0	31	122	0	108	0	79
8511-7078-74650 Forms	0	31	129	132	44	40	89	269	14	40	45	0	13
8511-7080-74650 Forms	0	80	3	89	38	124	0	130	125	0	4	72	143
8511-7083-74650 Forms	0	0	0	0	0	0	0	6	0	0	0	0	0
8511-7268-74650 Forms	201	0	0	0	20	77	0	0	0	0	28	0	0
8511-7400-74650 Forms	605	205	523	431	138	502	474	420	189	439	290	123	339
8511-7420-74650 Forms	0	0	(4)	46	0	0	4	0	0	6	80	0	42
8511-7427-74650 Forms	70	0	35	53	0	13	18	104	77	0	0	35	35
8511-7429-74650 Forms	657	467	961	718	785	924	586	375	700	499	619	1,217	760
8511-7471-74650 Forms	0	24	13	19	74	17	11	80	14	46	15	33	0
8511-7500-74650 Forms	421	227	452	148	382	302	238	173	383	203	373	452	238
8511-7520-74650 Forms	4	0	0	0	0	0	0	2	0	0	0	4	0
8511-7570-74650 Forms	52	44	67	32	18	65	0	78	35	43	108	1	18
8511-7573-74650 Forms	0	21	14	12	0	0	13	15	14	4	83	4	13
8511-7591-74650 Forms	26	18	10	0	10	3	113	2	0	0	11	11	148
511-7620-74650 Forms	0	23	0	0	0	0	0	0	0	0	0	0	0
-7630-74650 Forms	27	11	18	12	20	4	45	21	28	14	7	7	13
-7642-74650 Forms	(7)	0	15	9	0	48	0	0	0	0	18	0	0
1-7650-74650 Forms	0	0	0	1	0	0	0	0	0	0	0	0	0
8511-7680-74650 Forms	0	0	0	0	0	0	1	0	0	0	0	0	0
8511-7670-74650 Forms	29	0	18	0	47	1	0	28	1	1	20	1	0

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8511-7680-74650 Forms	0	39	0	0	1	0	0	1	0	0	7	1	0
8511-7690-74650 Forms	0	35	0	0	3	0	0	2	2	1	5	0	0
8511-7710-74650 Forms	0	42	5	16	51	27	0	135	67	34	0	40	18
8511-7720-74650 Forms	2	2	3	0	2	9	0	238	0	66	2	3	0
8511-7722-74650 Forms	7	0	0	0	0	0	0	0	0	0	0	0	0
8511-7760-74650 Forms	0	0	14	41	0	4	9	0	14	0	21	18	66
8511-7775-74650 Forms	20	0	38	0	0	0	15	7	0	75	1	0	0
8511-7801-74650 Forms	443	0	0	0	203	0	0	101	0	0	0	0	0
8511-8049-74650 Forms	3	0	0	0	0	0	0	0	0	0	0	0	0
8511-8215-74650 Forms	11	22	190	45	33	27	24	1	49	66	67	372	1
8511-8340-74650 Forms	538	485	338	226	282	224	292	534	381	562	484	445	333
8511-8360-74650 Forms	0	0	0	0	15	0	0	0	0	0	0	0	0
8511-8370-74650 Forms	0	0	0	0	0	0	0	0	0	0	0	0	6
8511-8400-74650 Forms	0	0	(7)	0	0	16	0	0	0	23	0	0	0
8511-8402-74650 Forms	0	0	23	0	0	0	0	0	0	0	13	0	0
8511-8420-74650 Forms	0	0	0	0	0	0	0	80	19	0	0	0	20
8511-8440-74650 Forms	155	162	162	157	157	164	0	0	62	160	152	0	78
8511-8460-74650 Forms	0	0	16	13	0	14	0	0	7	14	0	29	72
8511-8468-74650 Forms	0	7	0	0	0	0	0	0	0	0	0	0	7
8511-8470-74650 Forms	28	9	2	0	0	2	3	4	0	0	40	0	7
8511-8480-74650 Forms	0	0	0	0	0	0	0	0	0	0	0	0	24
8511-8530-74650 Forms	382	0	0	388	0	0	0	232	0	0	350	(997)	0
8511-8560-74650 Forms	2,291	1,980	1,149	1,063	1,660	1,462	1,035	1,440	829	1,123	1,212	1,185	1,029
8511-8561-74650 Forms	0	0	92	23	0	0	91	2	0	0	0	117	0
8511-8610-74650 Forms	373	31	14	0	200	73	1	10	75	31	0	0	175
8511-8614-74650 Forms	0	0	0	4	0	0	0	0	0	0	0	0	0
8511-8615-74650 Forms	48	43	283	7	0	0	48	61	94	80	0	21	0
8511-8815-74650 Forms	11	0	0	0	38	83	0	0	0	0	0	5	0
8511-8830-74650 Forms	44	117	28	200	131	76	88	76	20	0	127	44	4
8511-8838-74650 Forms	(722)	0	14	0	0	0	0	0	17	0	0	0	0
8511-8839-74650 Forms	0	0	15	0	0	0	0	0	0	0	0	0	0
8511-8840-74650 Forms	0	0	0	0	9	0	0	0	0	0	0	0	0
8511-8850-74650 Forms	170	563	34	174	100	158	61	100	111	280	880	487	166
8511-8860-74650 Forms	0	0	45	88	24	0	0	0	0	57	0	0	5
8511-8870-74650 Forms	87	48	9	69	11	56	0	25	54	53	24	33	30
8511-8872-74650 Forms	0	0	0	0	0	0	0	0	0	0	73	170	17
8511-8877-74650 Forms	86	0	0	0	299	0	12	11	23	0	193	397	45
8511-8700-74650 Forms	(250)	350	53	413	66	24	134	80	0	15	182	(1,317)	0
8511-8710-74650 Forms	79	16	6	210	162	28	9	1	302	99	3	148	17
8511-8715-74650 Forms	0	0	0	0	0	0	0	0	0	0	0	21	0
8511-8720-74650 Forms	0	18	160	225	0	10	0	192	0	0	160	162	329
8511-8726-74650 Forms	0	6	0	0	178	0	0	0	0	0	60	0	0
8511-8731-74650 Forms	7	18	385	14	3	15	3	15	0	0	0	0	328
8511-8732-74650 Forms	64	93	1	126	0	37	0	0	0	0	6	7	29
8511-8734-74650 Forms	0	0	0	0	0	0	0	0	14	1	0	0	0
11-8771-74650 Forms	5	18	10	3	3	28	18	3	104	18	63	0	6
1-8780-74650 Forms	289	0	333	428	1,266	73	0	9	0	0	231	219	517
11-9601-74650 Forms	0	0	0	0	18	0	0	0	5	(23)	0	0	14
Total 74650 Forms	10,010	8,692	10,329	9,443	8,873	8,248	6,230	9,697	7,539	8,478	9,992	7,470	12,684
74660 Paper & Toner Computer													
8511-8151-74660 PAPER & TONER COMPUTERPHOTOCO	0	0	0	0	0	0	0	88	0	0	0	0	0
8511-8179-74660 PAPER & TONER COMPUTERPHOTOCO	0	0	0	0	798	0	0	0	0	398	0	398	0
8511-8184-74660 PAPER & TONER COMPUTERPHOTOCO	0	0	321	0	161	0	0	175	0	0	0	0	353
8511-8188-74660 PAPER & TONER COMPUTERPHOTOCO	14	321	0	161	161	148	18	558	338	414	0	338	0
8511-8340-74660 PAPER & TONER COMPUTERPHOTOCO	0	0	0	0	0	0	0	0	381	37	0	0	0
8511-8310-74660 PAPER & TONER COMPUTERPHOTOCO	(1,638)	(1,430)	(980)	(1,107)	110	(1,309)	(668)	2,093	(1,188)	(135)	(3,979)	(1,983)	865
8511-8340-74660 PAPER & TONER COMPUTERPHOTOCO	0	0	0	482	0	683	1,225	118	0	0	0	0	0
8511-8402-74660 PAPER & TONER COMPUTERPHOTOCO	0	38	0	0	0	0	0	0	100	0	0	0	0
8511-8460-74660 PAPER & TONER COMPUTERPHOTOCO	(188)	0	0	0	0	0	0	0	0	0	0	0	0
8511-8530-74660 PAPER & TONER COMPUTERPHOTOCO	265	0	32	0	0	0	0	0	0	0	0	0	0
8511-8839-74660 PAPER & TONER COMPUTERPHOTOCO	0	0	0	0	0	0	0	88	0	0	0	0	0
Total 74660 Paper & Toner Computer	(1,546)	(1,074)	(627)	(484)	1,227	(580)	572	3,101	(329)	715	(3,979)	(1,167)	1,008
74700 Employee Wearing Apparel													
8511-6010-74700 Employee Wearing Apparel	845	1,034	1,600	1,113	1,515	1,391	2,102	3,059	1,452	1,924	1,484	828	1,312
8511-6070-74700 Employee Wearing Apparel	501	360	450	306	334	487	348	856	334	381	560	392	388
8511-8110-74700 Employee Wearing Apparel	(70)	0	0	0	0	0	0	0	0	0	0	0	0
8511-8151-74700 Employee Wearing Apparel	348	292	445	484	186	382	309	389	436	884	280	84	13
8511-8179-74700 Employee Wearing Apparel	382	669	768	694	389	668	512	1,029	764	1,168	491	618	509
8511-8182-74700 Employee Wearing Apparel	97	56	153	70	209	58	209	250	308	384	252	168	68
8511-8184-74700 Employee Wearing Apparel	723	556	431	487	793	558	306	389	827	479	392	456	431
8511-8157-74700 Employee Wearing Apparel	1,071	576	526	788	728	948	523	236	897	567	483	168	640
8511-8158-74700 Employee Wearing Apparel	417	405	812	515	97	467	469	773	745	336	224	217	489
8511-8290-74700 Employee Wearing Apparel	0	26	0	0	0	14	42	14	56	56	28	0	0
8511-8350-74700 Employee Wearing Apparel	0	0	0	0	42	0	0	0	0	0	0	0	0
8511-8530-74700 Employee Wearing Apparel	83	292	278	83	111	83	139	0	63	0	0	0	182
8511-8550-74700 Employee Wearing Apparel	264	195	181	111	250	0	14	56	70	14	112	84	327
8511-7010-74700 Employee Wearing Apparel	1,110	551	888	727	679	652	541	799	489	226	573	585	443
8511-7075-74700 Employee Wearing Apparel	2,875	20	122	(1,360)	1,863	0	0	0	0	0	0	0	0
8511-7400-74700 Employee Wearing Apparel	1,983	1,448	1,939	1,478	1,443	1,278	1,376	1,333	1,451	1,277	939	999	1,458
8511-7420-74700 Employee Wearing Apparel	807	518	831	2,621	1,462	928	674	615	858	681	518	509	615
8511-7427-74700 Employee Wearing Apparel	0	0	0	25	0	0	0	0	0	0	0	0	0
8511-7429-74700 Employee Wearing Apparel	82	82	80	76	49	112	48	74	58	44	228	33	44
8511-7480-74700 Employee Wearing Apparel	0	0	0	0	0	(58)	0	0	0	0	0	0	0
8511-7470-74700 Employee Wearing Apparel	95	248	197	143	90	148	187	189	4	238	478	287	95
8511-7471-74700 Employee Wearing Apparel	383	311	318	353	424	473	220	609	592	609	470	578	283
8511-7500-74700 Employee Wearing Apparel	389	224	468	178	515	498	478	737	578	641	268	671	694
8511-7520-74700 Employee Wearing Apparel	10	10	10	7	14	7	10	12	7	231	9	7	23
8511-7570-74700 Employee Wearing Apparel	41	33	49	150	67	71	80	25	66	22	33	33	27
8511-7573-74700 Employee Wearing Apparel	25	0	29	18	25	6	25	33	0	22	0	18	5
8511-7620-74700 Employee Wearing Apparel	0	0	0	0	0	0	58	0	0	15	0	0	0
8511-7630-74700 Employee Wearing Apparel	0	14	28	0	0	0	0	14	14	0	28	28	0
8511-7710-74700 Employee Wearing Apparel	241	303	194	292	177	316	16	269	160	207	115	116	128
1-7750-74700 Employee Wearing Apparel	0	0	6	138	138	0	138	16	0	0	0	6	5
-8340-74700 Employee Wearing Apparel	208	140	0	418	73	194	288	0	851	0	423	413	553
1-8350-74700 Employee Wearing Apparel	0	0	0	0	2,159	0	0	(105)	0	0	0	(2,054)	0
8511-8420-74700 Employee Wearing Apparel	569	0	2,694	0	399	2,155	410	24	1,341	478	3,719	519	0
8511-8460-74700 Employee Wearing Apparel	1,003	0	0	0	0	0	0	0	0	0	0	0	0

Verity Healt Systems
St Francis Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8511-8670-74700 Employee Wearing Apparel	0	0	0	4,874	0	0	0	0	0	0	0	0	0
Total 74700 Employee Wearing Apparel	14,223	8,568	13,052	14,842	14,020	11,639	9,524	11,393	11,879	11,227	12,085	5,888	8,567
74800 Instruments & Minor Medical Eq													
8511-6010-74800 Instruments & Minor Medical Eq	2,033	3,627	1,947	1,710	1,748	8,884	885	3,627	1,360	6,248	3,492	4,943	2,805
8511-6011-74800 Instruments & Minor Medical Eq	0	0	0	0	0	768	428	0	0	0	0	0	0
8511-6070-74800 Instruments & Minor Medical Eq	83	0	0	0	0	0	0	0	0	0	0	0	0
8511-8181-74800 Instruments & Minor Medical Eq	0	0	9	18	14	1,665	0	0	0	14,748	25	25	0
8511-8179-74800 Instruments & Minor Medical Eq	0	0	0	0	0	0	0	0	17	31	0	0	0
8511-8182-74800 Instruments & Minor Medical Eq	0	0	0	0	0	0	0	0	0	0	17	0	0
8511-8184-74800 Instruments & Minor Medical Eq	0	0	0	9	18	25	0	0	0	47	17	0	17
8511-8187-74800 Instruments & Minor Medical Eq	0	0	0	9	18	0	0	0	17	0	0	17	0
8511-8188-74800 Instruments & Minor Medical Eq	0	0	18	0	9	840	0	0	17	34	17	25	21
8511-8380-74800 Instruments & Minor Medical Eq	275	460	47	294	357	1,190	118	0	0	230	507	24	693
8511-8530-74800 Instruments & Minor Medical Eq	0	0	239	0	0	0	1,554	0	0	0	0	0	0
8511-7010-74800 Instruments & Minor Medical Eq	1,098	0	43	17	7,081	756	669	282	329	449	258	666	0
8511-7011-74800 Instruments & Minor Medical Eq	0	0	0	0	5,108	3,127	0	0	0	0	0	2,443	348
8511-7076-74800 Instruments & Minor Medical Eq	0	0	0	0	0	14	1	0	0	0	0	0	63
8511-7400-74800 Instruments & Minor Medical Eq	0	180	500	699	800	821	220	149	1,144	526	42	104	0
8511-7420-74800 Instruments & Minor Medical Eq	12,523	4,855	7,869	2,081	7,613	3,383	3,914	12,315	7,114	833	14,270	5,656	7,213
8511-7450-74800 Instruments & Minor Medical Eq	898	103	0	350	38	772	0	0	0	0	0	0	0
8511-7470-74800 Instruments & Minor Medical Eq	11,290	3,493	808	374	1,819	1,098	678	895	168	305	4,332	947	4,779
8511-7471-74800 Instruments & Minor Medical Eq	860	1,821	1,293	543	8,241	1,753	(1,234)	1,757	788	1,016	1,819	744	727
8511-7570-74800 Instruments & Minor Medical Eq	0	177	5	0	(160)	0	0	0	0	0	0	0	0
8511-7573-74800 Instruments & Minor Medical Eq	0	177	(5)	0	(145)	0	0	0	0	0	0	0	256
8511-7630-74800 Instruments & Minor Medical Eq	0	0	0	0	0	0	0	0	0	0	0	12	0
8511-7642-74800 Instruments & Minor Medical Eq	0	1,004	168	0	0	0	0	0	0	0	0	0	0
8511-7722-74800 Instruments & Minor Medical Eq	0	0	0	294	0	230	24	0	0	0	0	0	0
8511-7760-74800 Instruments & Minor Medical Eq	511	851	1,026	694	856	884	856	684	884	2,052	0	1,947	1,348
8511-8771-74800 Instruments & Minor Medical Eq	0	0	0	0	0	0	0	0	0	0	0	0	73
Total 74800 Instruments & Minor Medical Eq	29,670	16,547	14,053	8,981	33,110	22,487	7,992	19,409	11,837	26,617	24,595	17,151	18,342
74900 Other Minor Equip													
8511-6010-74900 Other Minor Equip	718	348	3,589	467	0	826	48	1,224	2,575	1,417	29	2,970	718
8511-6070-74900 Other Minor Equip	0	0	0	0	0	221	0	238	1,203	84	289	733	69
8511-8181-74900 Other Minor Equip	283	248	(7)	0	848	221	188	758	426	491	64	0	2,218
8511-8179-74900 Other Minor Equip	0	0	648	1,001	202	201	142	2,638	849	2,460	5,507	584	278
8511-8182-74900 Other Minor Equip	0	195	0	0	0	724	611	0	220	0	0	0	452
8511-8184-74900 Other Minor Equip	133	195	0	0	0	221	0	0	220	0	0	0	413
8511-8187-74900 Other Minor Equip	0	195	0	1,360	761	0	0	(502)	1,488	2,420	(8)	67	6,873
8511-8188-74900 Other Minor Equip	0	195	506	0	1,144	261	148	5	1,007	552	0	0	0
8511-8290-74900 Other Minor Equip	950	63	0	0	0	0	338	34	0	0	0	189	0
511-8340-74900 Other Minor Equip	1,203	0	0	0	0	787	0	0	0	97	0	129	497
1-8380-74900 Other Minor Equip	5,894	8,485	5,374	6,983	8,008	6,785	4,303	6,498	2,947	8,620	3,668	5,554	5,848
-8530-74900 Other Minor Equip	0	0	0	0	0	0	0	250	0	0	0	0	0
11-8560-74900 Other Minor Equip	71	0	0	0	0	0	0	0	277	1,009	56	1	0
8511-7010-74900 Other Minor Equip	390	913	1,184	2,131	(210)	6,938	1,056	1,815	0	187	450	323	1,084
8511-7011-74900 Other Minor Equip	0	2,280	265	0	0	1,862	878	49	0	771	978	113	0
8511-7041-74900 Other Minor Equip	0	0	0	0	0	0	0	0	0	0	0	0	312
8511-7075-74900 Other Minor Equip	0	0	0	0	597	0	0	390	349	0	0	0	0
8511-7076-74900 Other Minor Equip	0	0	0	0	45	0	0	163	0	38	4	0	0
8511-7163-74900 Other Minor Equip	0	0	0	0	0	503	49	0	0	188	0	0	0
8511-7268-74900 Other Minor Equip	0	0	0	0	0	545	0	0	0	0	0	0	0
8511-7400-74900 Other Minor Equip	114	320	1,803	1,008	(109)	949	374	0	0	(388)	0	0	1,347
8511-7420-74900 Other Minor Equip	0	0	4,457	343	419	0	0	2,691	3,068	1,442	3,209	0	1,688
8511-7427-74900 Other Minor Equip	0	0	0	0	0	0	105	0	0	529	0	0	0
8511-7429-74900 Other Minor Equip	0	0	0	0	0	0	0	0	0	6,113	(880)	0	0
8511-7450-74900 Other Minor Equip	149	0	0	0	0	0	0	0	0	0	0	0	0
8511-7470-74900 Other Minor Equip	141	141	0	129	488	42	284	140	17	0	129	27	158
8511-7471-74900 Other Minor Equip	1,734	313	50	11	3,605	822	98	790	1,675	4,678	7,695	3,413	541
8511-7480-74900 Other Minor Equip	0	0	0	0	0	0	0	281	1,418	0	0	0	602
8511-7500-74900 Other Minor Equip	0	267	0	0	0	0	3,998	546	475	1	48	0	497
8511-7570-74900 Other Minor Equip	42	474	180	711	0	320	885	30	0	0	0	0	0
8511-7573-74900 Other Minor Equip	0	0	0	0	0	0	0	460	0	0	0	0	0
8511-7581-74900 Other Minor Equip	0	0	0	0	0	0	0	0	0	94	0	548	0
8511-7620-74900 Other Minor Equip	0	0	0	0	0	0	0	0	11	0	0	0	0
8511-7630-74900 Other Minor Equip	0	0	564	0	0	0	150	0	0	0	0	0	0
8511-7642-74900 Other Minor Equip	13	0	149	0	0	0	149	0	132	14	0	0	0
8511-7650-74900 Other Minor Equip	0	0	0	0	0	0	520	0	0	0	0	0	0
8511-7660-74900 Other Minor Equip	0	351	1,830	49	0	527	176	1,004	49	695	1,578	1,318	881
8511-7680-74900 Other Minor Equip	0	0	0	0	0	0	0	1,273	1,045	0	0	0	0
8511-7720-74900 Other Minor Equip	0	0	0	0	0	532	0	0	1,488	0	0	0	0
8511-7722-74900 Other Minor Equip	0	0	0	0	0	444	45	313	0	0	0	0	0
8511-7730-74900 Other Minor Equip	0	0	0	0	0	0	0	0	0	0	0	889	115
8511-7760-74900 Other Minor Equip	260	0	300	1,159	0	904	911	248	500	400	0	370	387
8511-7775-74900 Other Minor Equip	271	0	(502)	0	0	0	0	0	0	0	0	0	0
8511-7801-74900 Other Minor Equip	0	0	0	0	0	0	0	0	0	0	0	126	0
8511-8048-74900 Other Minor Equip	0	0	0	0	0	0	0	0	0	0	9,767	0	1,000
8511-8215-74900 Other Minor Equip	0	0	0	0	0	0	0	0	0	0	0	0	484
8511-8340-74900 Other Minor Equip	4,682	2,164	9,041	1,487	8,842	1,548	1,178	562	6,284	1,503	0	3,297	5,434
8511-8360-74900 Other Minor Equip	0	2,193	2,750	1,666	0	0	0	817	0	0	0	0	0
8511-8370-74900 Other Minor Equip	0	490	0	0	823	0	0	0	0	0	0	0	0
8511-8400-74900 Other Minor Equip	0	0	0	0	0	0	0	0	0	0	0	883	0
8511-8402-74900 Other Minor Equip	0	0	428	0	0	0	252	133	1,275	74	102	16	0
8511-8410-74900 Other Minor Equip	8,330	0	0	0	0	0	0	0	0	0	0	0	0
8511-8420-74900 Other Minor Equip	0	0	0	2,790	0	0	0	4,000	0	0	0	2,929	0
8511-8440-74900 Other Minor Equip	0	0	0	0	2,454	0	0	1,267	0	0	0	0	0
8511-8460-74900 Other Minor Equip	458	40	1,540	0	0	0	1,119	(429)	488	0	0	1,797	392
8511-8465-74900 Other Minor Equip	0	0	0	0	0	0	0	1,620	360	1,793	1,980	54	120
8511-8470-74900 Other Minor Equip	907	482	445	0	0	5,119	1,882	989	3,537	206	691	1,913	876
8511-8830-74900 Other Minor Equip	0	0	0	944	144	2,998	840	0	0	1,547	0	(8,171)	0
8511-8810-74900 Other Minor Equip	(14,123)	0	566	1,781	0	0	0	0	0	540	6,405	0	0
8511-8700-74900 Other Minor Equip	(115)	666	(730)	631	(931)	0	0	0	0	0	0	62	0
511-8720-74900 Other Minor Equip	0	0	2,339	0	0	0	0	0	0	0	0	0	0
-8781-74900 Other Minor Equip	0	0	0	0	1,518	1,108	2,327	1,704	534	0	0	0	0
-8752-74900 Other Minor Equip	0	0	0	0	540	0	0	0	0	0	0	0	0
1-8754-74900 Other Minor Equip	0	0	0	0	0	0	0	0	0	0	0	247	0
8511-8771-74900 Other Minor Equip	0	0	0	0	0	0	0	0	0	0	0	0	1,993

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Total 74900 Other Minor Equip	10,804	20,752	38,783	24,900	24,854	35,535	22,898	32,024	34,357	35,473	41,947	22,435	38,088
74950 Software Computer													
8511-8191-74950 SOFTWARE COMPUTER	3	0	0	0	0	0	0	0	0	0	0	0	0
8511-8179-74950 SOFTWARE COMPUTER	3	0	0	0	0	0	0	0	0	0	0	0	0
8511-8184-74950 SOFTWARE COMPUTER	3	0	0	0	0	0	0	0	0	0	0	0	0
8511-8187-74950 SOFTWARE COMPUTER	3	0	0	0	0	0	0	0	0	0	0	0	0
8511-8188-74950 SOFTWARE COMPUTER	3	0	0	0	0	0	0	0	0	0	0	0	0
8511-8380-74950 SOFTWARE COMPUTER	3	0	0	0	0	0	0	0	0	0	0	0	0
8511-7288-74950 SOFTWARE COMPUTER	0	0	351	0	0	0	29	131	0	0	0	0	0
8511-7400-74950 SOFTWARE COMPUTER	3	0	0	0	0	0	0	0	0	0	0	0	0
8511-7710-74950 SOFTWARE COMPUTER	0	0	351	0	0	0	0	0	0	0	0	0	0
8511-8440-74950 SOFTWARE COMPUTER	0	0	0	320	640	0	0	(640)	0	0	0	0	0
8511-8470-74950 SOFTWARE COMPUTER	0	0	0	320	0	0	0	0	0	0	0	0	0
8511-8480-74950 SOFTWARE COMPUTER	320	0	0	0	0	0	0	0	0	0	0	0	0
8511-8591-74950 SOFTWARE COMPUTER	0	435	0	0	0	0	0	0	0	0	0	0	0
8511-8610-74950 SOFTWARE COMPUTER	0	435	0	0	0	0	0	0	0	0	0	0	0
Total 74950 Software Computer	340	870	702	640	640	0	29	(509)	0	0	0	0	0
74960 Hardware Computer													
8511-8010-74960 HARDWARE COMPUTER	21	0	0	0	0	0	0	0	0	238	0	0	58
8511-8070-74960 HARDWARE COMPUTER	0	0	1,428	0	0	0	0	(1,428)	0	1,858	0	0	0
8511-8181-74960 HARDWARE COMPUTER	0	0	0	0	0	0	0	0	0	107	11	0	0
8511-8187-74960 HARDWARE COMPUTER	0	0	0	128	0	0	0	0	0	0	0	0	0
8511-8188-74960 HARDWARE COMPUTER	0	141	0	0	0	0	0	0	29	0	0	0	0
8511-8580-74960 HARDWARE COMPUTER	0	379	0	0	0	0	0	0	0	0	0	0	0
8511-7010-74960 HARDWARE COMPUTER	0	0	0	0	0	0	0	1,180	118	0	0	0	0
8511-7075-74960 HARDWARE COMPUTER	7	0	0	0	0	0	0	0	0	0	0	0	0
8511-7400-74960 HARDWARE COMPUTER	0	0	76	8	0	0	0	0	0	0	0	0	0
8511-7420-74960 HARDWARE COMPUTER	0	0	0	0	0	0	1,622	143	0	0	0	0	0
8511-7500-74960 HARDWARE COMPUTER	0	120	0	119	0	0	108	11	0	0	125	0	125
8511-7570-74960 HARDWARE COMPUTER	0	0	0	0	0	0	192	0	0	0	0	598	0
8511-7630-74960 HARDWARE COMPUTER	0	448	0	0	(211)	0	0	0	0	0	0	0	0
8511-7760-74960 HARDWARE COMPUTER	0	0	0	0	100	25	0	0	0	0	0	0	0
8511-7801-74960 HARDWARE COMPUTER	0	0	0	0	188	0	0	0	0	0	0	0	0
8511-8010-74960 HARDWARE COMPUTER	0	560	57	0	0	0	0	0	0	0	0	0	0
8511-8400-74960 HARDWARE COMPUTER	3	0	0	0	0	0	0	0	0	0	0	0	0
8511-8420-74960 HARDWARE COMPUTER	0	0	0	0	0	1,156	0	0	219	(369)	945	0	0
8511-8485-74960 HARDWARE COMPUTER	0	0	0	0	0	0	0	0	0	0	0	249	1,701
8511-8480-74960 HARDWARE COMPUTER	3,598	178	(178)	0	0	0	0	0	0	0	0	0	0
8511-8810-74960 HARDWARE COMPUTER	429	873	2,410	0	0	0	0	(5)	0	0	0	0	0
8511-8850-74960 HARDWARE COMPUTER	29	0	0	0	213	0	0	0	0	0	0	0	0
8511-8700-74960 HARDWARE COMPUTER	0	0	68	0	0	194	0	(152)	0	199	0	(268)	0
511-8710-74960 HARDWARE COMPUTER	3	168	22	0	0	0	0	0	0	0	0	0	0
1-8720-74960 HARDWARE COMPUTER	0	0	0	0	0	0	75	0	0	0	0	0	0
-8751-74960 HARDWARE COMPUTER	505	0	0	0	0	0	0	0	0	0	0	0	0
Total 74960 Hardware Computer	4,598	2,850	3,873	255	269	1,376	1,897	(272)	366	1,629	1,081	548	1,881
75000 Other Non-Medical Supplies.													
8511-8010-75000 Other Non-Medical Supplies	3,168	2,222	2,537	747	2,891	603	750	5,125	2,276	1,687	1,193	894	2,799
8511-8070-75000 Other Non-Medical Supplies	592	184	264	266	275	1,257	1,102	3,501	568	225	269	192	844
8511-8150-75000 Other Non-Medical Supplies	0	0	0	0	0	0	0	0	0	0	0	31	3
8511-8181-75000 Other Non-Medical Supplies	1,230	784	588	1,233	798	1,301	1,217	870	970	1,001	983	1,029	802
8511-8179-75000 Other Non-Medical Supplies	183	308	209	186	171	231	854	369	252	382	275	391	1,033
8511-8182-75000 Other Non-Medical Supplies	358	182	370	211	959	315	532	339	316	303	170	279	284
8511-8184-75000 Other Non-Medical Supplies	155	208	231	168	204	348	312	439	307	369	198	271	245
8511-8187-75000 Other Non-Medical Supplies	470	600	1,243	407	747	842	539	568	652	707	737	845	819
8511-8188-75000 Other Non-Medical Supplies	970	433	401	398	383	445	177	368	357	351	352	402	417
8511-8280-75000 Other Non-Medical Supplies	490	32	47	24	64	2,837	812	97	83	77	83	2,333	259
8511-8340-75000 Other Non-Medical Supplies	247	111	388	88	68	409	853	111	189	111	208	927	4
8511-8380-75000 Other Non-Medical Supplies	183	193	1,122	199	1,001	3,471	2,080	797	811	379	776	974	363
8511-8382-75000 Other Non-Medical Supplies	22	22	7	24	13	138	48	77	37	41	64	109	68
8511-8530-75000 Other Non-Medical Supplies	88	82	298	43	86	2,568	297	1,278	197	0	2	85	72
8511-8580-75000 Other Non-Medical Supplies	403	186	470	(165)	801	103	35	218	51	172	198	436	104
8511-7010-75000 Other Non-Medical Supplies	2,001	2,202	2,068	4,668	2,148	2,795	2,855	2,370	2,380	2,769	4,113	3,788	3,188
8511-7011-75000 Other Non-Medical Supplies	1,722	703	411	617	1,182	308	483	568	416	4,249	4,133	949	483
8511-7041-75000 Other Non-Medical Supplies	333	0	0	0	0	0	0	0	0	0	0	0	0
8511-7075-75000 Other Non-Medical Supplies	1,886	1,940	1,027	931	650	1,656	1,406	690	0	894	2,344	1,809	1,148
8511-7076-75000 Other Non-Medical Supplies	122	0	103	183	239	77	0	238	200	81	79	388	88
8511-7080-75000 Other Non-Medical Supplies	0	0	24	24	5	358	74	2	824	0	52	0	48
8511-7087-75000 Other Non-Medical Supplies	0	0	0	0	0	0	0	0	0	0	0	621	0
8511-7183-75000 Other Non-Medical Supplies	16	40	60	40	44	56	16	36	40	20	8	12	60
8511-7258-75000 Other Non-Medical Supplies	10	13	0	0	28	0	0	61	0	0	0	0	0
8511-7400-75000 Other Non-Medical Supplies	634	1,448	1,670	1,732	1,263	4,312	2,288	1,363	1,087	2,841	1,340	263	3,349
8511-7420-75000 Other Non-Medical Supplies	2,402	1,012	1,109	2,094	1,464	2,413	1,468	771	1,518	2,489	1,138	1,348	668
8511-7427-75000 Other Non-Medical Supplies	3	5	3	2	6	3	264	3	7	4	2	2	5
8511-7429-75000 Other Non-Medical Supplies	74	62	72	78	93	91	187	52	83	81	166	62	72
8511-7450-75000 Other Non-Medical Supplies	0	0	228	305	0	0	0	0	7	38	0	0	25
8511-7470-75000 Other Non-Medical Supplies	832	634	1,033	713	2,227	1,681	525	2,256	1,481	421	1,250	1,315	1,479
8511-7471-75000 Other Non-Medical Supplies	9,370	8,835	8,224	8,595	8,500	8,148	8,120	6,122	4,821	5,717	5,016	9,158	7,011
8511-7500-75000 Other Non-Medical Supplies	2,227	224	1,088	1,153	1,739	1,119	2,784	2,498	1,949	4,216	3,233	668	410
8511-7520-75000 Other Non-Medical Supplies	41	0	0	0	0	658	0	0	3	622	0	38	38
8511-7570-75000 Other Non-Medical Supplies	8	1	24	10	10	3	18	142	3	20	8	12	23
8511-7573-75000 Other Non-Medical Supplies	28	17	10	20	13	8	12	23	29	21	12	8	8
8511-7591-75000 Other Non-Medical Supplies	18	48	29	33	32	40	24	77	32	11	45	301	90
8511-7620-75000 Other Non-Medical Supplies	0	0	0	348	0	0	26	0	0	12	0	380	0
8511-7630-75000 Other Non-Medical Supplies	1,774	1,108	787	1,958	1,407	1,458	1,408	1,278	1,082	2,226	1,812	842	1,848
8511-7642-75000 Other Non-Medical Supplies	20	0	53	707	129	75	0	80	52	179	4	80	44
8511-7650-75000 Other Non-Medical Supplies	0	0	0	0	0	13	0	0	0	1	0	0	0
8511-7660-75000 Other Non-Medical Supplies	15	8	12	18	21	18	8	19	12	142	21	27	10
8511-7670-75000 Other Non-Medical Supplies	5	0	2,175	0	18	2,734	749	219	744	25	49	37	365
8511-7680-75000 Other Non-Medical Supplies	24	84	48	48	72	72	67	32	48	190	48	297	84
8511-7690-75000 Other Non-Medical Supplies	344	110	87	105	102	238	30	354	116	28	371	235	6
511-7710-75000 Other Non-Medical Supplies	9,380	3 148	19,016	11,755	7,230	13,147	14,695	19,921	22,938	7,504	18,758	30,695	(52)
-7720-75000 Other Non-Medical Supplies	103	18	62	414	380	148	0	42	48	86	40	43	56
-7722-75000 Other Non-Medical Supplies	0	1	0	0	0	667	240	612	40	(567)	0	83	0
1-7730-75000 Other Non-Medical Supplies	2	0	0	0	0	0	0	0	91	0	0	0	9
8511-7760-75000 Other Non-Medical Supplies	1,210	24	560	348	1,120	400	1,970	(435)	3,554	3,748	2,976	2,129	873
8511-7775-75000 Other Non-Medical Supplies	0	0	8	181	(308)	16	3	70	192	0	0	24	0

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8511-8049-75000 Other Non-Medical Supplies	0	0	0	0	0	640	0	0	0	0	0	0	0
8511-8215-75000 Other Non-Medical Supplies	278	0	0	0	170	0	0	0	0	0	7	0	0
8511-8310-75000 Other Non-Medical Supplies	0	0	0	0	0	0	0	0	0	0	0	1,147	115
8511-8340-75000 Other Non-Medical Supplies	721	752	5	4,684	0	0	0	7	1,843	0	8	5	142
8511-8370-75000 Other Non-Medical Supplies	8	8	16	24	0	0	0	0	16	8	0	0	8
8511-8400-75000 Other Non-Medical Supplies	0	0	0	0	0	0	512	52	(114)	114	0	0	0
8511-8401-75000 Other Non-Medical Supplies	0	0	0	0	0	0	0	0	0	0	0	0	0
8511-8402-75000 Other Non-Medical Supplies	0	304	0	0	0	0	535	509	40	0	16	2	0
8511-8420-75000 Other Non-Medical Supplies	4	1	0	0	0	0	195	0	3,224	68	900	3,431	422
8511-8440-75000 Other Non-Medical Supplies	2	1,892	11	398	4	0	873	811	30	0	37	369	0
8511-8480-75000 Other Non-Medical Supplies	896	8	199	10	16	1,374	16	1,829	132	8,055	338	816	30
8511-8485-75000 Other Non-Medical Supplies	7	0	5	11	0	0	0	1,077	1,097	1,093	895	121	112
8511-8470-75000 Other Non-Medical Supplies	25	56	33	41	3	21	39	66	0	793	129	0	3
8511-8480-75000 Other Non-Medical Supplies	4	7	(7)	0	0	0	0	0	0	0	0	0	0
8511-8560-75000 Other Non-Medical Supplies	1,028	1,444	1,002	921	1,708	1,104	992	1,402	1,090	1,084	1,577	988	921
8511-8561-75000 Other Non-Medical Supplies	0	0	0	0	1	0	25	4	12	24	0	17	32
8511-8569-75000 Other Non-Medical Supplies	3	0	3	8	1	16	4	5	8	2	0	0	0
8511-8810-75000 Other Non-Medical Supplies	10,479	326	684	631	0	0	0	11	631	0	1,280	1,215	0
8511-8815-75000 Other Non-Medical Supplies	0	0	0	3,904	1,335	0	0	0	0	0	0	0	0
8511-8830-75000 Other Non-Medical Supplies	0	0	0	0	0	0	0	0	0	1	0	0	0
8511-8840-75000 Other Non-Medical Supplies	0	0	0	0	22	0	0	0	0	0	0	0	0
8511-8880-75000 Other Non-Medical Supplies	0	0	3,556	0	(28)	1,050	0	0	0	0	0	0	0
8511-8860-75000 Other Non-Medical Supplies	0	0	0	0	1	8	0	0	0	321	184	0	4
8511-8877-75000 Other Non-Medical Supplies	15	0	0	8	0	0	511	0	0	0	0	0	218
8511-8880-75000 Other Non-Medical Supplies	59	84	107	8	56	0	0	44	28	25	0	0	82
8511-8700-75000 Other Non-Medical Supplies	1	0	48	1	40	0	0	26	28	1	13	(158)	49
8511-8710-75000 Other Non-Medical Supplies	0	0	0	0	0	0	0	0	0	0	0	609	0
8511-8720-75000 Other Non-Medical Supplies	0	0	0	0	0	0	16	0	0	0	232	7	0
8511-8752-75000 Other Non-Medical Supplies	0	0	8	2,113	108	0	0	0	7	0	0	13	0
8511-8757-75000 Other Non-Medical Supplies	0	0	0	0	0	0	0	0	0	0	0	4	0
8511-8771-75000 Other Non-Medical Supplies	0	4	0	0	0	0	0	1	142	50	149	6	467
8511-8780-75000 Other Non-Medical Supplies	0	0	21	0	18	0	18	0	18	18	0	20	0
Total 75000 Other Non-Medical Supplies	56,747	32,078	50,795	50,548	39,778	58,376	49,127	59,814	57,983	63,917	57,883	72,720	31,642
75005 Cost Reduction - Rebate & Discount:													
8511-8400-75005 Cost Reduction - Rebate & Discount	(226,421)	(20,600)	(24,048)	(26,037)	(29,576)	(36,812)	(36,526)	(54,298)	(34,982)	(34,319)	(50,229)	(89,910)	(26,218)
Total 75005 Cost Reduction - Rebate & Discount	(226,421)	(20,600)	(24,048)	(26,037)	(29,576)	(36,812)	(36,526)	(54,298)	(34,982)	(34,319)	(50,229)	(89,910)	(26,218)
75050 Books & Manuals													
8511-8070-75050 BOOKS & MANUALS	83	0	0	0	0	0	0	0	0	0	0	0	0
8511-8340-75050 BOOKS & MANUALS	0	0	0	0	0	0	420	0	65	0	0	0	0
8511-7010-75050 BOOKS & MANUALS	0	0	0	0	0	0	268	28	0	0	0	0	0
11-7075-75050 BOOKS & MANUALS	0	0	317	0	0	0	317	0	0	0	0	0	0
1-7500-75050 BOOKS & MANUALS	0	140	0	197	0	0	0	0	0	0	217	0	0
-7530-75050 BOOKS & MANUALS	0	0	0	0	0	0	0	115	0	0	0	0	0
11-7542-75050 BOOKS & MANUALS	14	0	14	0	0	0	14	0	14	0	0	0	0
8511-7710-75050 BOOKS & MANUALS	0	0	0	0	0	0	868	0	0	0	0	0	0
8511-8215-75050 BOOKS & MANUALS	1,482	499	3,708	0	1,059	0	0	211	2,575	2,700	587	(3)	488
8511-8810-75050 BOOKS & MANUALS	0	0	0	0	0	0	0	0	448	0	0	0	0
8511-8700-75050 BOOKS & MANUALS	0	0	0	0	3,040	89	488	49	0	0	0	(3,645)	0
8511-8752-75050 BOOKS & MANUALS	341	0	0	0	0	0	0	0	0	0	0	0	0
8511-8771-75050 BOOKS & MANUALS	0	0	0	0	0	0	0	0	0	0	51	0	0
Total 75050 Books & Manuals	1,920	639	4,039	197	4,099	89	2,153	404	3,392	2,700	838	(3,648)	488
75220 Freight:													
8511-8010-75220 Freight	5	37	84	113	0	35	8	391	49	0	157	0	330
8511-8070-75220 Freight	258	26	123	348	182	80	101	315	82	63	104	0	345
8511-8161-75220 Freight	(9)	3	0	0	0	11	0	42	1	24	85	0	9
8511-8179-75220 Freight	15	0	15	8	0	10	10	15	0	45	9	0	24
8511-8182-75220 Freight	24	3	0	0	0	17	0	52	13	0	90	0	19
8511-8184-75220 Freight	17	3	0	0	0	2	0	0	0	0	0	0	7
8511-8187-75220 Freight	0	3	0	32	8	10	0	(15)	0	0	9	0	45
8511-8188-75220 Freight	0	3	8	0	15	12	0	10	9	15	95	0	52
8511-8290-75220 Freight	0	18	0	17	8	8	0	52	0	8	9	0	34
8511-8340-75220 Freight	0	14	0	0	0	0	0	0	0	0	39	0	0
8511-8360-75220 Freight	84	8	67	82	34	44	17	112	34	0	77	100	123
8511-8530-75220 Freight	0	0	23	25	0	0	0	0	0	0	9	0	0
8511-8580-75220 Freight	0	0	18	0	0	0	0	0	0	10	19	0	0
8511-7010-75220 Freight	128	56	198	143	60	148	43	791	182	43	117	81	589
8511-7011-75220 Freight	(24)	267	34	12	12	132	43	260	9	0	0	0	469
8511-7041-75220 Freight	0	0	0	0	0	0	0	0	0	0	0	0	18
8511-7075-75220 Freight	11	0	0	13	0	0	0	13	0	0	25	0	18
8511-7076-75220 Freight	88	17	0	0	0	0	21	0	0	0	9	0	9
8511-7080-75220 Freight	(9)	0	0	0	8	0	0	0	0	0	108	0	0
8511-7087-75220 Freight	17	0	0	0	0	0	0	17	0	0	9	0	141
8511-7093-75220 Freight	(11)	0	0	26	0	0	0	26	0	0	35	0	0
8511-7183-75220 Freight	0	0	0	0	0	16	0	0	0	14	0	0	0
8511-7288-75220 Freight	(11)	0	24	0	24	0	0	317	0	0	0	0	39
8511-7400-75220 Freight	149	129	188	438	127	72	53	283	108	30	63	0	491
8511-7420-75220 Freight	593	84	127	398	79	419	63	598	151	191	485	0	480
8511-7429-75220 Freight	0	0	0	0	0	0	0	114	0	9	0	0	0
8511-7450-75220 Freight	48	43	16	26	30	17	19	31	26	18	36	0	225
8511-7470-75220 Freight	5,813	1,486	3,331	5,923	1,911	1,882	1,400	8,015	2,491	1,169	3,076	1,500	7,883
8511-7471-75220 Freight	1,088	323	1,041	1,803	762	302	569	2,403	550	390	1,530	0	3,049
8511-7500-75220 Freight	2,547	791	2,831	3,447	1,807	1,027	194	5,727	1,192	2,202	4,817	(99)	7,110
8511-7520-75220 Freight	(11)	0	21	11	12	0	48	50	0	0	41	0	26
8511-7570-75220 Freight	378	43	411	617	229	187	177	1,205	233	36	800	0	683
8511-7573-75220 Freight	3,403	1,042	2,348	3,078	236	1,688	713	4,027	444	651	1,881	0	4,770
8511-7591-75220 Freight	10	6	10	0	10	0	0	28	0	0	15	0	19
8511-7620-75220 Freight	19	0	0	19	0	0	0	34	0	0	0	0	45
8511-7630-75220 Freight	78	0	80	47	59	24	84	108	0	11	0	0	80
8511-7642-75220 Freight	4	0	0	0	0	19	0	82	0	9	9	0	49
511-7650-75220 Freight	12	0	35	0	0	0	0	44	0	0	13	0	25
-7660-75220 Freight	24	0	9	0	0	14	0	13	0	0	0	0	21
-7670-75220 Freight	134	0	81	48	50	34	17	35	83	48	32	0	88
1-7680-75220 Freight	378	73	304	213	174	22	8	481	48	0	155	0	635
8511-7690-75220 Freight	44	8	26	25	61	48	0	34	0	24	56	0	144
8511-7710-75220 Freight	34	8	24	47	10	23	29	148	0	16	218	0	81

Verity Healt Systems
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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8511-7720-75220 Freight	391	147	602	486	250	141	83	892	127	99	450	0	757
8511-7722-75220 Freight	150	37	344	178	141	268	25	491	92	51	75	0	561
8511-7730-75220 Freight	291	42	32	75	70	10	33	159	0	0	137	0	87
8511-7750-75220 Freight	0	0	0	0	0	0	0	0	0	0	0	0	238
8511-7760-75220 Freight	448	82	180	488	282	145	66	434	68	224	579	0	709
8511-7775-75220 Freight	11	0	0	0	0	0	6	19	0	(8)	0	0	11
8511-7801-75220 Freight	35	0	17	17	0	17	0	53	48	0	29	0	36
8511-8215-75220 Freight	53	0	0	80	0	0	23	0	0	0	13	0	26
8511-8310-75220 Freight	(18)	(31)	(57)	76	1	0	(9)	8	0	(94)	9	0	0
8511-8338-75220 Freight	0	0	0	101	0	0	0	0	0	0	0	0	0
8511-8340-75220 Freight	6	0	0	0	0	0	15	11	0	127	38	0	0
8511-8360-75220 Freight	6	30	15	0	0	0	0	18	0	0	0	0	0
8511-8370-75220 Freight	0	0	30	0	0	0	0	0	0	0	0	0	70
8511-8400-75220 Freight	2,841	727	1,727	2,589	1,073	828	547	5,913	1,098	1,665	3,694	0	14,153
8511-8402-75220 Freight	50	0	348	0	0	0	0	0	0	0	0	0	34
8511-8420-75220 Freight	(21)	0	0	0	0	0	0	30	0	23	0	35	84
8511-8440-75220 Freight	0	0	13	0	15	0	0	8	0	0	0	0	63
8511-8460-75220 Freight	107	0	193	183	6	64	16	132	0	48	0	0	669
8511-8485-75220 Freight	(184)	0	0	0	0	0	0	313	77	9	125	6	187
8511-8470-75220 Freight	305	64	24	193	49	15	0	134	16	9	49	0	190
8511-8480-75220 Freight	19	24	(24)	0	0	0	0	0	0	0	0	0	0
8511-8488-75220 Freight	0	0	0	0	0	0	0	0	0	0	6	0	0
8511-8510-75220 Freight	0	0	0	0	0	0	0	0	0	0	13	0	0
8511-8530-75220 Freight	(269)	12	0	34	0	0	0	68	0	29	68	(205)	0
8511-8550-75220 Freight	0	0	0	0	0	0	0	0	0	0	0	0	13
8511-8580-75220 Freight	0	0	0	8	0	0	0	0	0	0	0	0	0
8511-8581-75220 Freight	198	0	0	0	0	0	0	0	0	0	0	0	0
8511-8591-75220 Freight	212	23	122	220	48	48	12	73	0	0	0	0	0
8511-8810-75220 Freight	676	190	588	822	305	264	109	884	137	94	520	25	1,891
8511-8818-75220 Freight	0	0	0	0	82	32	0	0	0	0	0	0	0
8511-8828-75220 Freight	(18)	0	0	0	0	0	0	0	0	0	0	0	0
8511-8830-75220 Freight	0	0	0	12	0	0	0	0	0	0	0	0	0
8511-8838-75220 Freight	37	12	68	25	32	12	0	38	0	0	58	0	21
8511-8840-75220 Freight	0	0	0	8	0	0	0	0	0	0	0	0	0
8511-8880-75220 Freight	203	168	317	378	250	131	34	683	78	68	680	0	837
8511-8680-75220 Freight	0	0	0	0	0	0	0	0	9	0	0	0	0
8511-8700-75220 Freight	730	238	1,003	1,158	378	280	201	1,104	182	229	395	(5,178)	1,459
8511-8710-75220 Freight	79	23	185	344	34	48	98	108	18	31	173	0	840
8511-8720-75220 Freight	0	0	45	0	0	0	0	0	0	0	0	0	19
8511-8781-75220 Freight	0	0	0	0	0	0	0	0	0	0	0	0	188
8511-8752-75220 Freight	0	0	0	0	11	15	0	0	0	0	0	0	0
8511-8754-75220 Freight	68	242	12	139	34	0	0	38	0	38	0	0	85
8511-8755-75220 Freight	0	0	0	0	0	0	0	0	0	13	0	0	69
8511-8771-75220 Freight	(63)	0	0	0	0	0	0	0	0	0	0	0	9
8511-8883-75220 Freight	0	0	0	0	0	0	0	0	0	0	0	0	13
Total 75220 Freight	21,395	8,548	17,241	24,323	8,962	8,594	4,800	37,381	7,802	7,748	20,940	(3,755)	51,062
300 Obsolescence PSO-													
8511-8400-75300 Obsolescence-PSO	0	0	0	0	0	0	0	0	1,091	0	0	0	0
Total 75300 Obsolescence PSO	0	0	0	0	0	0	0	0	1,091	0	0	0	0
75990 Maintenance Supplies.													
8511-7400-75990 MAINTENANCE SUPPLIES	0	6	0	0	0	0	0	0	0	0	0	0	0
8511-8480-75990 MAINTENANCE SUPPLIES	478	1,272	333	(458)	1,178	1,089	93	31	555	0	439	227	11
Total 75990 Maintenance Supplies	478	1,278	333	(458)	1,178	1,089	93	31	555	0	439	227	11
79300 Tfr To Othr CC-Supplies													
8511-7710-79300 Tfr To Othr CC-Supplies	(55,578)	(44,473)	(61,576)	(63,558)	(50,541)	(62,352)	(54,615)	(62,883)	(59,814)	(31,752)	(32,160)	(42,238)	(33,511)
Total 79300 Tfr To Othr CC-Supplies	(55,578)	(44,473)	(61,576)	(63,558)	(50,541)	(62,352)	(54,615)	(62,883)	(59,814)	(31,752)	(32,160)	(42,238)	(33,511)
79700 Tfr Frm Othr CC-Supplies													
8511-6010-79700 Tfr Frm Othr CC-Supplies	1,846	1,853	1,778	2,008	1,851	1,858	1,845	1,434	267	361	226	313	261
8511-6070-79700 Tfr Frm Othr CC-Supplies	272	0	0	33	0	10	0	30	0	52	0	408	0
8511-6151-79700 Tfr Frm Othr CC-Supplies	860	708	1,027	1,012	881	780	708	822	0	115	124	75	0
8511-6182-79700 Tfr Frm Othr CC-Supplies	128	595	860	540	427	627	488	248	127	19	105	0	68
8511-6184-79700 Tfr Frm Othr CC-Supplies	1,091	578	352	635	527	560	487	469	227	58	85	0	58
8511-6187-79700 Tfr Frm Othr CC-Supplies	843	740	1,034	999	1,034	1,026	846	715	84	96	124	85	133
8511-6188-79700 Tfr Frm Othr CC-Supplies	1,075	707	1,009	891	799	1,262	728	883	257	190	189	237	132
8511-6290-79700 Tfr Frm Othr CC-Supplies	0	115	0	89	0	61	89	0	0	0	0	19	0
8511-6360-79700 Tfr Frm Othr CC-Supplies	1,046	649	591	1,202	764	1,052	919	851	133	124	113	0	124
8511-6530-79700 Tfr Frm Othr CC-Supplies	401	421	35	12	0	18	7	0	84	269	604	518	265
8511-6580-79700 Tfr Frm Othr CC-Supplies	366	419	328	382	540	465	321	262	0	77	0	0	86
8511-7010-79700 Tfr Frm Othr CC-Supplies	2,317	2,480	1,932	2,252	2,700	2,895	2,507	1,547	953	763	758	936	574
8511-7078-79700 Tfr Frm Othr CC-Supplies	387	436	783	107	607	85	711	531	528	426	448	0	391
8511-7080-79700 Tfr Frm Othr CC-Supplies	0	383	681	1,785	607	625	188	1,169	1,651	0	0	1,018	1,957
8511-7093-79700 Tfr Frm Othr CC-Supplies	0	0	0	0	0	6,435	2,812	12,883	12,853	7,058	1,418	0	0
8511-7183-79700 Tfr Frm Othr CC-Supplies	2,482	2,654	2,927	2,397	1,654	1,337	997	1,091	936	1,169	837	850	637
8511-7400-79700 Tfr Frm Othr CC-Supplies	0	0	0	0	0	0	0	0	116	78	118	196	238
8511-7420-79700 Tfr Frm Othr CC-Supplies	12,489	8,974	8,297	9,903	8,490	8,826	4,859	3,730	5,604	7,151	3,177	0	7,213
8511-7425-79700 Tfr Frm Othr CC-Supplies	0	0	88	0	0	0	21	26	0	0	0	0	0
8511-7470-79700 Tfr Frm Othr CC-Supplies	0	0	0	0	0	0	0	0	0	0	0	0	34
8511-7500-79700 Tfr Frm Othr CC-Supplies	12,488	1,035	15,312	3,175	12,277	1,040	12,551	11,241	11,241	1,090	1,040	12,579	943
8511-7570-79700 Tfr Frm Othr CC-Supplies	1,630	3,938	5,333	6,057	1,606	5,488	4,269	3,041	4,072	0	3,714	3,890	585
8511-7573-79700 Tfr Frm Othr CC-Supplies	832	3,292	1,648	0	1,898	1,125	920	1,104	1,104	2,409	2,648	1,109	2,218
8511-7591-79700 Tfr Frm Othr CC-Supplies	42	0	0	42	42	0	63	42	0	0	0	0	0
8511-7630-79700 Tfr Frm Othr CC-Supplies	1,577	656	1,800	340	1,178	0	4,866	3,730	4,526	575	5,191	819	1,820
8511-7650-79700 Tfr Frm Othr CC-Supplies	0	0	61	0	42	0	42	42	0	0	0	0	19
8511-7660-79700 Tfr Frm Othr CC-Supplies	2,660	1,840	2,872	3,352	1,697	1,532	1,683	4,815	1,923	1,187	0	8,807	3,103
8511-7680-79700 Tfr Frm Othr CC-Supplies	8,455	9,360	12,224	9,892	9,782	11,757	9,901	8,585	10,024	4,702	9,925	8,077	10,101
8511-7720-79700 Tfr Frm Othr CC-Supplies	597	533	145	882	409	532	519	1,080	1,378	2,342	680	53	1,418
8511-7730-79700 Tfr Frm Othr CC-Supplies	0	0	535	0	0	0	0	0	0	0	0	0	0
8511-7760-79700 Tfr Frm Othr CC-Supplies	21	575	937	0	58	763	1,009	266	266	26	212	1,171	185
1-8680-79700 Tfr Frm Othr CC-Supplies	1,093	1,275	826	15,706	0	12,811	0	2,185	1,170	1,266	676	1,079	574
-8720-79700 Tfr Frm Othr CC-Supplies	623	268	0	0	0	0	0	0	0	0	0	0	0
1-8752-79700 Tfr Frm Othr CC-Supplies	0	0	499	0	0	0	0	0	0	149	0	0	0
8511-8771-79700 Tfr Frm Othr CC-Supplies	0	0	0	0	269	0	0	0	0	0	0	0	0

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Total 79700 Tfr Frm Othr CC-Supplies	55,578	44,473	61,678	63,556	60,541	62,352	54,815	62,883	59,814	31,752	32,180	42,238	33,611
Total - Supplies	**2,595,908**	**3,185,685**	**3,726,251**	**3,313,535**	**3,743,215**	**3,811,238**	**3,375,340**	**3,308,784**	**3,239,947**	**4,202,830**	**3,526,348**	**3,195,921**	**3,825,267**
P/S - Professional Fees:													
72200 Consultant & Mgmt Fees													
8511-7011-72200 Consultant & Mgmt Fees	0	0	0	0	0	0	0	0	0	0	0	0	2,081
8511-7650-72200 Consultant & Mgmt Fees	0	0	0	0	0	0	0	(655)	655	0	0	0	0
8511-8511-72200 Consultant & Mgmt Fees	0	0	900	1,609	4,418	(5,887)	0	0	4,750	0	0	0	0
8511-8610-72200 Consultant & Mgmt Fees	78,302	21,130	22,500	11,135	2,098	34,673	34,138	17,302	0	(59,293)	73,366	3,479	(5,932)
8511-8615-72200 Consultant & Mgmt Fees	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	(15,000)	0	0	0
8511-8731-72200 Consultant & Mgmt Fees	7,050	7,050	7,050	(4,650)	7,050	3,850	6,900	1,900	1,100	8,000	5,050	3,000	3,000
Total 72200 Consultant & Mgmt Fees	100,352	43,180	45,450	23,094	28,565	47,636	56,038	33,548	21,505	(68,293)	78,416	6,479	(871)
72300 Legal													
8511-8610-72300 Legal	55,118	24,261	26,893	151,710	60,484	81,396	89,249	57,359	77,142	85,569	87,019	87,404	112,474
8511-8650-72300 Legal	0	0	0	0	498	0	0	0	2,975	0	0	0	0
8511-8764-72300 Legal	0	0	0	0	0	0	0	0	929	0	0	0	0
Total 72300 Legal	55,118	24,261	26,893	151,710	60,983	81,396	89,249	57,359	81,046	85,569	87,019	87,404	112,474
72400 Audit													
8511-8530-72400 Audit	14,441	11,852	8,481	(36,140)	0	0	0	0	0	0	0	15,828	0
Total 72400 Audit	14,441	11,852	8,481	(36,140)	0	0	0	0	0	0	0	15,828	0
72900 Other Professional Fees													
8511-7010-72900 Other Professional Fees	0	0	0	0	0	0	0	0	0	0	15,510	(15,510)	0
Total 72900 Other Professional Fees	0	0	0	0	0	0	0	0	0	0	15,510	(15,510)	0
Total - Professional Fees	**169,909**	**79,292**	**83,804**	**138,664**	**109,528**	**129,234**	**144,285**	**90,908**	**102,551**	**19,276**	**180,946**	**74,200**	**111,603**
Out-Of-Area- Network Expense:													
76110 Purch Serv-Out-Of-Network Cost													
8511-7900-76110 Purch Serv-Out-Of-Network Cost	4,399,205	4,854,312	5,984,195	4,933,569	6,269,309	6,413,459	5,516,152	6,302,182	5,609,884	6,225,173	5,232,994	5,437,025	5,204,458
Total 76110 Purch Serv-Out-Of-Network Cost	4,399,205	4,854,312	5,984,195	4,933,569	6,269,309	6,413,459	5,516,152	6,302,182	5,609,884	6,225,173	5,232,994	5,437,025	5,204,458
Total - Out-Of-Area- Network Expense	**4,399,205**	**4,854,312**	**5,984,195**	**4,933,569**	**6,269,309**	**6,413,459**	**5,516,152**	**6,302,182**	**5,609,884**	**6,225,173**	**5,232,994**	**5,437,025**	**5,204,458**
/S - Intercompany Related Organization:													
10 Corporate Management Svcs.													
1-8894-76410 Corporate Management Svcs	398,831	2,302,433	1,075,773	622,883	1,530,581	1,781,486	1,480,203	1,653,173	1,225,807	1,528,643	1,617,009	1,735,271	1,504,827
Total 76410 Corporate Management Svcs	398,831	2,302,433	1,075,773	622,883	1,530,581	1,781,486	1,480,203	1,653,173	1,225,807	1,528,643	1,617,009	1,735,271	1,504,827
76415 Intergrity Management Svcs.													
8511-8894-76415 Management Fee Charges	1,537,881	1,556,801	1,556,801	1,556,801	1,556,801	1,556,801	1,556,801	1,556,801	1,556,801	1,556,801	1,556,801	1,556,801	1,556,801
Total 76415 Intergrity Management Svcs	1,537,881	1,556,801	1,556,801	1,556,801	1,556,801	1,556,801	1,556,801	1,556,801	1,556,801	1,556,801	1,556,801	1,556,801	1,556,801
76420 VBS And SO Allocation													
8511-8894-76420 VBS And SO Allocation	258,873	267,476	290,891	298,348	185,483	233,738	209,052	511,759	310,904	289,944	354,412	273,844	585,856
Total 76420 VBS And SO Allocation	258,873	267,476	290,891	298,348	185,483	233,738	209,052	511,759	310,904	289,944	354,412	273,844	585,856
76421 Purch - Svcs Reg Orgs.													
8511-7075-76421 Purch - Svcs Reg Orgs	695	0	0	0	695	0	0	(695)	0	0	0	575	695
Total 76421 Purch - Svcs Reg Orgs	695	0	0	0	695	0	0	(695)	0	0	0	575	695
76422 Purch - Svcs IT Reimb Acct													
8511-8894-76422 IT Management Fees	1,005,015	1,246,810	1,538,087	1,482,170	1,595,753	1,730,737	1,423,411	1,088,748	1,670,947	1,643,670	1,426,695	1,384,148	1,014,912
Total 76422 Purch - Svcs IT Reimb Acct	1,005,015	1,246,810	1,538,087	1,482,170	1,595,753	1,730,737	1,423,411	1,088,748	1,670,947	1,643,670	1,426,695	1,384,148	1,014,912
76429 PFS Outsource Net Expense													
8511-8530-76429 PFS Outsource Net Expense	601,676	626,813	0	455,225	717,120	723,765	72,339	772,762	745,751	598,145	939,993	1,290,653	708,273
Total 76429 PFS Outsource Net Expense	601,676	626,813	0	455,225	717,120	723,765	72,339	772,762	745,751	598,145	939,993	1,290,653	708,273
76441 Purch Service Rel Org- Regions.													
8511-7500-76441 PS-Related Org Reg Lab Testing	2,982	2,916	2,678	3,018	2,780	4,227	3,588	4,727	8,585	3,844	8,149	4,247	2,731
Total 76441 Purch Service Rel Org- Regions	2,982	2,916	2,678	3,018	2,780	4,227	3,588	4,727	8,585	3,844	8,149	4,247	2,731
Total - P/S - Intercompany Related Organ	**3,804,152**	**6,007,251**	**4,466,271**	**4,420,647**	**5,591,213**	**6,012,765**	**4,747,395**	**5,589,276**	**5,520,775**	**5,621,047**	**5,905,019**	**8,247,639**	**5,354,196**
P/S - Other:													
76100 Purch Serv-Medical													
8511-7420-76100 Purch Serv-Medical	(29,553)	20,619	16,639	23,169	20,276	16,587	(6,825)	13,286	10,769	12,813	30,568	21,881	11,691
8511-7427-76100 Purch Serv-Medical	0	0	4,850	(4,850)	0	0	0	0	0	0	0	0	0
8511-7470-76100 Purch Serv-Medical	28,191	9,882	42,058	28,291	38,404	33,848	26,222	7,850	38,940	29,888	31,800	22,827	21,725
8511-7500-76100 Purch Serv-Medical	0	0	0	3,338	0	0	0	423	(423)	0	0	0	342
8511-7520-76100 Purch Serv-Medical	(3,284)	29,339	30,116	25,788	23,788	25,200	16,014	31,093	16,143	4,131	14,899	22,720	21,284
8511-7540-76100 Purch Serv-Medical	9,170	0	4,480	14,335	9,700	4,160	7,570	0	0	1,350	11,145	0	20,000
8511-8860-76100 Purch Serv-Medical	0	0	0	0	0	0	0	0	4,230	3,476	1,504	1,316	8,648
Total 76100 Purch Serv-Medical	4,524	60,020	98,143	90,229	89,177	79,992	43,261	52,630	71,860	51,857	89,716	68,424	83,690
76200 Purch Serv-Repairs & Maintenan.													
-6010-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	0	0	0	417	0
7010-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	217	0	0	0	0	417	0
-7011-76200 Purch Serv-Repairs & Maintenan	0	0	0	250	0	0	0	0	0	0	0	0	0
8511-7420-76200 Purch Serv-Repairs & Maintenan	0	0	298	30	852	0	0	0	0	0	0	2,210	0
8511-7471-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	0	0	0	1,850	6,400

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8511-7600-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	0	0	0	0	810
8511-7722-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	908	0	0	58	0
8511-8340-76200 Purch Serv-Repairs & Maintenan	80	80	0	0	0	20	0	0	40	0	0	0	0
8511-8420-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	2,908	540	0	0	0	0	0	0	0
8511-8460-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	75	0	0	0	0	0	41,780	0
8511-8485-76200 Purch Serv-Repairs & Maintenan	15,935	0	0	0	0	0	0	0	128	0	123	6	0
8511-9250-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	0	0	0	2,080	128
Total 76200 Purch Serv-Repairs & Maintenan	16,015	80	268	280	3,558	635	217	0	1,077	0	123	48,698	7,138
76250 Repairs & Maintenance Other Contract													
8511-6010-76250 Repairs & Maintenance Other Contract	8,602	1,667	10,003	4,613	4,705	1,248	2,705	3,331	992	375	8,444	206	43,304
8511-8070-76250 Repairs & Maintenance Other Contract	10	17	168	20	100	20	14	16	16	146	13	1,684	227
8511-8151-76250 Repairs & Maintenance Other Contract	895	485	2,113	169	585	586	4,180	9,410	7,375	2,620	2,534	2,338	3,927
8511-8176-76250 Repairs & Maintenance Other Contract	0	0	0	0	0	0	0	0	0	0	0	688	0
8511-8178-76250 Repairs & Maintenance Other Contract	0	0	450	714	335	0	0	0	0	0	817	668	1,089
8511-8182-76250 Repairs & Maintenance Other Contract	7	103	47	35	37	3,134	50	46	668	45	2,112	209	43
8511-8184-76250 Repairs & Maintenance Other Contract	48	44	46	34	36	44	35	46	36	37	910	1,368	839
8511-8187-76250 Repairs & Maintenance Other Contract	5,869	(4,102)	98	77	69	102	87	1,478	1,831	177	1,952	2,225	4,748
8511-8188-76250 Repairs & Maintenance Other Contract	967	124	48	39	789	789	2,842	307	734	331	2,072	2,387	903
8511-8290-76250 Repairs & Maintenance Other Contract	0	0	0	0	664	0	83	0	0	0	0	0	0
8511-8340-76250 Repairs & Maintenance Other Contract	2,756	9,045	672	295	998	301	3,756	1,413	2,837	390	799	191	727
8511-8380-76250 Repairs & Maintenance Other Contract	5,459	275	63	137	862	116	167	548	128	77	749	1,231	564
8511-8382-76250 Repairs & Maintenance Other Contract	0	0	0	0	594	0	63	0	0	0	0	0	0
8511-8530-76250 Repairs & Maintenance Other Contract	1	8	48	8	14	6	25	104	4	28	1	27	1
8511-8580-76250 Repairs & Maintenance Other Contract	14	788	10	9	547	3	4	1,420	7	476	2	4	4
8511-7010-76250 Repairs & Maintenance Other Contract	1,113	320	199	758	170	4,426	2,517	1,895	769	4,174	2,945	948	9,844
8511-7011-76250 Repairs & Maintenance Other Contract	48	37	49	53	49	69	61	3,726	188	22,526	3,844	258	61
8511-7041-76250 Repairs & Maintenance Other Contract	1,034	1,034	1,034	1,034	1,034	1,088	1,088	1,088	9,585	1,085	1,085	1,088	1,085
8511-7073-76250 Repairs & Maintenance Other Contract	3	78	33	41	41	31	8	48	24	20	28	35	32
8511-7076-76250 Repairs & Maintenance Other Contract	450	0	0	0	0	0	0	0	0	0	0	0	1,285
8511-7080-76250 Repairs & Maintenance Other Contract	20	17	24	16	18	26	29	27	33	25	48	673	23
8511-7087-76250 Repairs & Maintenance Other Contract	113	126	146	73	38	47	31	37	48	37	66	48	2,448
8511-7183-76250 Repairs & Maintenance Other Contract	0	4	7	13	6	5	3	21	1	12	1	6	1
8511-7185-76250 Repairs & Maintenance Other Contract	86	102	112	96	784	112	115	293	1,162	231	140	124	488
8511-7268-76250 Repairs & Maintenance Other Contract	41	61	78	57	61	60	977	51	48	118	62	816	62
8511-7400-76250 Repairs & Maintenance Other Contract	13,584	(12,370)	2,257	715	9,088	2,104	(162)	2,050	2,209	1,391	3,620	1,932	25,078
8511-7420-76250 Repairs & Maintenance Other Contract	6,690	5,314	5,523	12,200	6,255	12,370	21,471	24,808	10,301	15,476	8,373	11,528	15,883
8511-7427-76250 Repairs & Maintenance Other Contract	63	64	88	68	52	79	78	72	79	89	80	100	108
8511-7429-76260 Repairs & Maintenance Other Contract	35	34	44	365	97	59	40	153	48	188	87	48	965
8511-7450-76250 Repairs & Maintenance Other Contract	1,026	0	1,671	0	0	437	691	78	0	1,016	691	0	2,069
8511-7470-76250 Repairs & Maintenance Other Contract	2,184	1,383	964	0	462	1,254	0	0	816	917	2,520	975	1,599
8511-7471-76250 Repairs & Maintenance Other Contract	7	7	8	15	8	1,881	1,882	8,805	1,411	8,809	26,836	12,851	4,639
8511-7500-76250 Repairs & Maintenance Other Contract	2,890	2,697	2,577	2,490	4,167	2,519	677	7,888	2,895	905	3,846	13,869	32,143
8511-7570-76250 Repairs & Maintenance Other Contract	5	77	30	28	29	36	1,435	490	33	1,112	444	164	4,819
1-7573-76250 Repairs & Maintenance Other Contract	0	0	0	0	0	0	0	0	0	0	0	0	14,338
1-7591-76250 Repairs & Maintenance Other Contract	10	61	39	32	37	44	35	397	33	2,324	8,726	382	(868)
11-7620-76250 Repairs & Maintenance Other Contract	0	0	0	0	0	0	0	0	0	0	804	132	0
8511-7630-76250 Repairs & Maintenance Other Contract	5,068	185	109	939	184	(4,895)	91	82	82	83	2,418	15,810	17,228
8511-7642-76250 Repairs & Maintenance Other Contract	41	281	39	99	41	41	35	33	39	40	80	44	41
8511-7650-76250 Repairs & Maintenance Other Contract	1,119	0	0	0	1,763	0	0	0	0	0	0	8,415	302
8511-7660-76250 Repairs & Maintenance Other Contract	0	0	0	0	0	450	0	0	0	3,330	0	22,645	735
8511-7670-76250 Repairs & Maintenance Other Contract	0	0	0	0	0	0	0	1,200	2,850	272	2,469	0	2,800
8511-7680-76250 Repairs & Maintenance Other Contract	0	0	0	0	1,058	0	0	0	0	0	0	2,080	3,737
8511-7690-76250 Repairs & Maintenance Other Contract	1	18	18	9	693	12	5	9	6	6	11	7	3
8511-7710-76250 Repairs & Maintenance Other Contract	312	664	2,764	140	156	1,562	2,697	(894)	170	1,249	229	1,068	2,281
8511-7720-76250 Repairs & Maintenance Other Contract	0	0	0	0	0	0	0	264	0	94	6,219	92	517
8511-7722-76250 Repairs & Maintenance Other Contract	0	360	44	0	0	0	1,446	69	275	691	1,141	0	1,877
8511-7730-76250 Repairs & Maintenance Other Contract	7,827	510	0	0	0	5,004	0	0	1,995	0	204	0	0
8511-7780-76250 Repairs & Maintenance Other Contract	501	4,883	11,579	581	4,208	462	51	(1,142)	1	7,836	7,425	2,377	4,436
8511-7775-76250 Repairs & Maintenance Other Contract	2	47	29	22	22	28	23	29	2,014	23	33	28	21
8511-8215-76250 Repairs & Maintenance Other Contract	71	43	87	39	49	41	48	45	971	37	39	31	87
8511-8310-76250 Repairs & Maintenance Other Contract	3,243	1,788	2,058	1,987	1,838	1,954	3,059	2,811	2,580	2,101	3,220	3,509	3,858
8511-8340-76250 Repairs & Maintenance Other Contract	46,568	(1,190)	1,190	7,515	3,848	8,855	19,032	1,811	15,784	2,911	20,590	627	42,820
8511-8360-76250 Repairs & Maintenance Other Contract	19	22	28	26	20	27	23	26	28	34	34	24	18
8511-8400-76250 Repairs & Maintenance Other Contract	26	34	29	22	27	28	31	26	36	27	34	35	36
8511-8402-76250 Repairs & Maintenance Other Contract	24	24	(973)	1,042	24	30	26	23	23	24	36	27	1,156
8511-8410-76250 Repairs & Maintenance Other Contract	8,250	8,250	8,700	7,800	8,250	8,250	8,250	9,150	7,374	8,294	8,248	8,248	(8)
8511-8420-76250 Repairs & Maintenance Other Contract	1,311	0	1,245	435	(333)	0	(435)	2,020	1,470	11,041	1,851	10,188	13,476
8511-8430-76250 Repairs & Maintenance Other Contract	360	0	0	0	0	0	0	0	0	0	0	0	0
8511-8440-76250 Repairs & Maintenance Other Contract	6,620	0	1,378	6,018	1,217	984	450	180	6,138	19,087	8,276	12,621	167
8511-8460-76250 Repairs & Maintenance Other Contract	309,474	150,719	193,938	306,814	221,821	131,393	160,206	250,207	460,426	361,739	410,387	438,401	460,469
8511-8465-76250 Repairs & Maintenance Other Contract	2	2	3	1	4	2	1	3	6	750	1,316	215	4
8511-8470-76250 Repairs & Maintenance Other Contract	36,836	6,452	5,400	5,390	5,395	5,416	5,403	198	52	38	71	45	1,175
8511-8480-76250 Repairs & Maintenance Other Contract	7,028	61	(61)	0	0	3	0	0	(3)	0	21	(1)	23
8511-8488-76260 Repairs & Maintenance Other Contract	6	3	3	1	2	1	5	2	3	4	29	6	4
8511-8510-76250 Repairs & Maintenance Other Contract	3	0	5	7	5	6	4	8	6	4	4	5	4
8511-8530-76250 Repairs & Maintenance Other Contract	71	705	40	99	224	342	268	268	297	309	411	(2,712)	276
8511-8580-76250 Repairs & Maintenance Other Contract	584	663	606	507	508	619	532	468	543	508	770	590	659
8511-8591-76250 Repairs & Maintenance Other Contract	21	23	21	23	10	10	0	4	3	4	4	7	0
8511-8610-76250 Repairs & Maintenance Other Contract	(209)	4,444	15,221	5,008	5,883	3,904	2,939	2,939	2,970	18,835	5,037	(369)	37,228
8511-8615-76250 Repairs & Maintenance Other Contract	0	0	0	0	0	0	0	0	450	0	184	671	0
8511-8630-76250 Repairs & Maintenance Other Contract	661	11	9	11	9	9	9	9	16	11	12	11	9
8511-8640-76250 Repairs & Maintenance Other Contract	7,335	0	0	0	0	0	0	0	0	0	0	0	0
8511-8650-76250 Repairs & Maintenance Other Contract	90	79	110	72	83	69	88	84	89	73	125	334	96
8511-8680-76250 Repairs & Maintenance Other Contract	10	8	14	8	7	11	10	13	19	10	22	19	29
8511-8870-76250 Repairs & Maintenance Other Contract	18	22	14	28	12	25	11	8	10	5	162	172	13
8511-8877-76250 Repairs & Maintenance Other Contract	0	0	0	0	0	745	0	0	0	0	0	0	0
8511-8880-76250 Repairs & Maintenance Other Contract	7	1	1	4	1	4	3	8	99	71	0	0	8
8511-8890-76250 Repairs & Maintenance Other Contract	1	1	0	0	0	0	1	1	0	2	0	0	0
8511-8700-76250 Repairs & Maintenance Other Contract	2,439	2,226	2,846	2,198	2,621	2,510	2,209	1,716	1,416	1,380	1,680	(18,491)	1,627
8511-8710-76250 Repairs & Maintenance Other Contract	41	48	58	41	47	76	40	44	36	32	68	66	41
8511-8720-76250 Repairs & Maintenance Other Contract	248	22	179	139	153	207	166	184	167	283	68	73	68
8511-8751-76250 Repairs & Maintenance Other Contract	181	179	228	218	298	389	300	308	298	302	374	304	308
8511-8762-76250 Repairs & Maintenance Other Contract	68	63	40	41	42	109	71	73	88	77	99	79	102
8511-8764-76250 Repairs & Maintenance Other Contract	4	6	2	3	4	13	11	1	3	430	57	6	12
1-8797-76250 Repairs & Maintenance Other Contract	80	81	44	43	58	85	110	44	52	58	83	84	76
-8771-76250 Repairs & Maintenance Other Contract	0	0	0	0	0	0	0	0	1	1	1	0	1
1-8780-76250 Repairs & Maintenance Other Contract	213	226	224	157	161	169	134	148	180	182	259	204	481
8511-9250-76250 Repairs & Maintenance Other Contract	0	0	0	0	0	0	480	0	0	0	0	0	0

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Total. 76250 Repairs & Maintenance Other Contract	499,327	201,986	276,718	373,686	292,597	201,891	272,617	341,748	552,481	525,240	568,779	587,390	760,469
76500 Purch Serv-Collection Agencies.													
8511-8530-76500 Purch Serv-Collection Agencies	0	0	(45)	48,823	0	16,734	(32,347)	15,739	0	15,090	23,691	(87,688)	0
8511-8580-76500 Purch Serv-Collection Agencies	1,601	133	0	189	0	0	0	0	0	0	0	0	0
Total. 76500 Purch Serv-Collection Agencies	1,601	133	(45)	49,112	0	16,734	(32,347)	15,739	0	15,090	23,691	(87,688)	0
76900 Purch Serv-Outside Organizatio.													
8511-5010-76900 Purch Serv-Outside Organizatio	105	32	41	898	32	32	32	36	36	41	32	1,218	107
8511-8151-76900 Purch Serv-Outside Organizatio	211	65	81	81	65	65	65	73	73	81	(81)	81	162
8511-8179-76900 Purch Serv-Outside Organizatio	0	0	2,750	0	0	0	0	0	0	0	0	0	0
8511-8182-76900 Purch Serv-Outside Organizatio	53	16	20	20	16	16	16	18	18	20	(20)	20	53
8511-8184-76900 Purch Serv-Outside Organizatio	111	32	41	41	32	32	32	36	36	41	(41)	41	301
8511-8187-76900 Purch Serv-Outside Organizatio	(2,782)	32	41	41	24	24	32	32	41	49	(41)	32	72
8511-8188-76900 Purch Serv-Outside Organizatio	211	65	81	81	65	65	65	73	73	81	(81)	81	198
8511-8280-76900 Purch Serv-Outside Organizatio	684	16	20	20	16	16	16	18	18	20	(20)	20	53
8511-8340-76900 Purch Serv-Outside Organizatio	105	32	41	41	32	32	32	36	36	32	(41)	41	178
8511-8380-76900 Purch Serv-Outside Organizatio	1,600	148	182	182	117	117	148	150	178	207	2,693	182	370
8511-8530-76900 Purch Serv-Outside Organizatio	49	16	20	20	16	16	16	18	18	20	(20)	20	53
8511-8580-76900 Purch Serv-Outside Organizatio	925	0	0	0	0	199	0	0	0	0	0	0	0
8511-7010-76900 Purch Serv-Outside Organizatio	42,774	15,194	16,130	17,563	16,232	15,024	33,816	14,427	22,740	17,703	14,210	18,180	(1,557)
8511-7011-76900 Purch Serv-Outside Organizatio	0	1,000	2,200	1,000	3,400	6,755	1,000	6,712	6,185	1,000	1,000	7,372	1,074
8511-7040-76900 Purch Serv-Outside Organizatio	2,062	697	0	314	575	0	0	0	0	935	0	0	520
8511-7041-76900 Purch Serv-Outside Organizatio	0	0	0	1,350	0	3,000	0	900	0	0	550	365	0
8511-7050-76900 Purch Serv-Outside Organizatio	20,312	3,883	3,883	1,847	(5,540)	5,540	0	0	0	0	0	0	0
8511-7075-76900 Purch Serv-Outside Organizatio	98,852	100,711	95,012	82,725	64,123	87,398	92,985	100,440	107,738	105,894	90,008	100,816	105,989
8511-7076-76900 Purch Serv-Outside Organizatio	1,699	1,582	1,598	1,606	91	65	90	12,782	348	19,503	(72)	119	205
8511-7080-76900 Purch Serv-Outside Organizatio	9,846	(11,101)	(2,024)	6,721	2,434	2,416	9,161	4,123	(2,082)	2,878	(7,756)	61	91
8511-7090-76900 Purch Serv-Outside Organizatio	(4,770)	900	0	0	239	0	0	0	0	0	0	0	11,988
8511-7129-76900 Purch Serv-Outside Organizatio	0	0	66	(66)	0	0	0	0	0	41	(41)	0	0
8511-7163-76900 Purch Serv-Outside Organizatio	207,734	177,914	226,237	242,110	241,378	246,488	204,341	224,333	200,231	222,512	174,007	225,780	188,741
8511-7182-76900 Purch Serv-Outside Organizatio	53	16	20	20	16	16	16	18	18	20	(20)	20	53
8511-7185-76900 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	0	0	0	0	0
8511-7266-76900 Purch Serv-Outside Organizatio	(359)	4,281	2,082	1,923	3,147	4,369	5,332	3,888	3,800	2,820	10,674	10,585	2,521
8511-7400-76900 Purch Serv-Outside Organizatio	3,515	227	755	264	2,881	489	227	247	263	5,204	(284)	755	1,779
8511-7420-76900 Purch Serv-Outside Organizatio	109	3	5,857	(4,520)	117	51	(1)	41	165	29	(41)	12,269	881
8511-7427-76900 Purch Serv-Outside Organizatio	53	16	(4,830)	4,870	16	16	16	18	18	20	(20)	20	53
8511-7429-76900 Purch Serv-Outside Organizatio	216	77	29	174	81	69	77	91	71	94	(77)	104	208
8511-7450-76900 Purch Serv-Outside Organizatio	5,699	0	0	0	0	0	0	0	0	0	0	0	0
8511-7470-76900 Purch Serv-Outside Organizatio	8,178	(1,400)	2,150	1,400	(1,400)	1,830	3,519	300	0	350	650	0	7,575
8511-7471-76900 Purch Serv-Outside Organizatio	53	116	20	20	16	16	16	18	18	20	(20)	20	53
8511-7500-76900 Purch Serv-Outside Organizatio	3,068	10,335	2,906	2,906	2,886	2,888	3,301	2,998	4,597	2,976	2,773	5,304	5,395
8511-7509-76900 Purch Serv-Outside Organizatio	150,191	95,354	90,384	27,989	98,836	97,243	56,550	75,808	67,457	45,914	107,368	76,115	106,357
8511-7520-76900 Purch Serv-Outside Organizatio	2,771	16	850	618	451	637	595	269	2,234	333	952	524	360
1-7540-76900 Purch Serv-Outside Organizatio	0	0	6,300	6,430	93	0	0	0	0	0	0	0	0
-7570-76900 Purch Serv-Outside Organizatio	53	16	20	20	16	16	16	18	16	2,143	(20)	2,608	3,004
1-7573-76900 Purch Serv-Outside Organizatio	30,892	33,467	30,892	38,067	32,422	(182,228)	23,885	15,375	21,875	2,120	(7,858)	7,112	9,284
8511-7591-76900 Purch Serv-Outside Organizatio	1,233	60	72	3,327	1,085	32	60	4,691	1,426	3,585	1,354	2,587	2,628
8511-7620-76900 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	0	0	0	1,050	0
8511-7630-76900 Purch Serv-Outside Organizatio	437	130	162	162	158	1,002	130	160	4,282	134	(162)	158	680
8511-7642-76900 Purch Serv-Outside Organizatio	10,069	17,084	11,298	12,700	12,291	12,282	11,404	12,991	11,855	12,808	9,185	26,897	18,144
8511-7650-76900 Purch Serv-Outside Organizatio	128	3,616	20	20	1,488	343	69	18	18	20	3,821	8,003	3,595
8511-7660-76900 Purch Serv-Outside Organizatio	884	3,750	0	0	2,790	0	0	1,141	0	0	0	5,732	1,750
8511-7670-76900 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	0	0	0	0	858
8511-7680-76900 Purch Serv-Outside Organizatio	2,400	0	1,750	0	0	0	0	0	1,750	0	0	0	8,679
8511-7690-76900 Purch Serv-Outside Organizatio	2,509	1,349	2,247	4,404	2,852	2,729	3,882	6,190	2,240	64	2,588	2,001	2,437
8511-7710-76900 Purch Serv-Outside Organizatio	11,143	5,275	3,121	588	2,394	2,419	49	510	585	61	2,266	5,606	4,017
8511-7720-76900 Purch Serv-Outside Organizatio	105	32	166	41	32	32	32	36	36	41	(41)	1,897	308
8511-7722-76900 Purch Serv-Outside Organizatio	53	16	820	20	925	16	16	18	18	20	(20)	1,828	53
8511-7750-76900 Purch Serv-Outside Organizatio	73	16	20	20	16	16	16	18	18	20	(20)	55	53
8511-7771-76900 Purch Serv-Outside Organizatio	0	32	32	0	0	0	0	0	0	0	0	0	0
8511-7775-76900 Purch Serv-Outside Organizatio	73	16	20	93	58	16	62	68	18	1,093	6,784	94	(8,697)
8511-7801-76900 Purch Serv-Outside Organizatio	1,298	0	575	0	649	743	920	1,767	1,074	61	485	770	880
8511-7900-76900 Purch Serv-Outside Organizatio	233,344	225,391	230,208	264,212	247,840	301,143	251,748	304,796	247,972	201,178	283,745	272,108	333,264
8511-8048-76900 Purch Serv-Outside Organizatio	13,418	65,316	20,195	3,425	26,824	77,053	200	20,585	250	90,854	57,092	66,074	90,430
8511-8215-76900 Purch Serv-Outside Organizatio	7,994	434	20,484	26,874	9,834	20,004	19,300	19,488	19,930	11,740	14,490	12,538	13,250
8511-8310-76900 Purch Serv-Outside Organizatio	168	36	41	41	32	32	32	74	1,816	32	165	36	97
8511-8340-76900 Purch Serv-Outside Organizatio	264,712	231,001	211,901	234,211	202,551	211,736	189,268	194,447	36,348	213,054	195,341	177,569	149,162
8511-8350-76900 Purch Serv-Outside Organizatio	0	0	0	0	0	0	(2,348)	0	0	0	0	0	189
8511-8380-76900 Purch Serv-Outside Organizatio	0	0	3,520	8,398	9,853	7,884	11,164	7,884	7,885	7,884	7,884	0	25,826
8511-8370-76900 Purch Serv-Outside Organizatio	2,403	0	0	0	0	0	0	0	0	0	0	0	0
8511-8400-76900 Purch Serv-Outside Organizatio	53	25,144	20	20	16	78	16	18	18	(42)	(20)	20	53
8511-8420-76900 Purch Serv-Outside Organizatio	60,983	39,078	43,884	42,058	40,368	40,368	136,818	56,968	52,329	57,570	64,513	73,857	22,322
8511-8440-76900 Purch Serv-Outside Organizatio	202,287	126,668	161,173	153,119	148,214	155,963	207,822	88,293	164,447	156,408	120,922	194,695	160,534
8511-8460-76900 Purch Serv-Outside Organizatio	24,287	1,235	8,691	4,349	25,148	(20,345)	16,836	(1,669)	8,585	8,485	310	2,884	27,033
8511-8465-76900 Purch Serv-Outside Organizatio	22,223	157,465	164,879	132,295	132,417	133,772	114,660	349,884	0	0	0	0	0
8511-8470-76900 Purch Serv-Outside Organizatio	14,868	0	0	0	0	0	0	2,485	0	0	0	1,002	500
8511-8480-76900 Purch Serv-Outside Organizatio	156	49	(49)	0	0	109	(109)	0	0	0	0	0	217
8511-8510-76900 Purch Serv-Outside Organizatio	10,998	7,547	5,808	260	18	222	750	343	(1,276)	227	4	2,113	433
8511-8511-76900 Purch Serv-Outside Organizatio	0	0	0	1,715	0	0	0	0	0	0	0	0	0
8511-8530-76900 Purch Serv-Outside Organizatio	1,970	188	243	101	516	215	279	3,969	712	305	774	(7,187)	259
8511-8560-76900 Purch Serv-Outside Organizatio	441	130	162	162	170	170	130	168	128	122	(162)	150	324
8511-8570-76900 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	0	0	0	0	2,230
8511-8591-76900 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	0	0	0	18	10
8511-8610-76900 Purch Serv-Outside Organizatio	29,776	52,738	38,150	38,331	38,117	74,544	52,940	38,491	44,169	92,112	72,644	60,148	87,991
8511-8615-76900 Purch Serv-Outside Organizatio	0	0	0	1,189	(238)	0	289	0	315	53	0	0	0
8511-8630-76900 Purch Serv-Outside Organizatio	0	0	0	117	0	0	0	0	0	0	0	0	378
8511-8635-76900 Purch Serv-Outside Organizatio	0	0	157	0	0	0	0	0	0	0	0	0	0
8511-8638-76900 Purch Serv-Outside Organizatio	(4,601)	16	20	20	16	16	16	18	18	20	(20)	20	53
8511-8640-76900 Purch Serv-Outside Organizatio	0	217	(217)	0	0	0	0	0	0	305	0	0	0
8511-8650-76900 Purch Serv-Outside Organizatio	2,622	2,853	(113)	21,495	(449)	32	32	41	36	41	78	41	2,729
8511-8660-76900 Purch Serv-Outside Organizatio	9,450	0	0	0	0	0	0	0	2,050	0	0	824	0
8511-8670-76900 Purch Serv-Outside Organizatio	618	(215)	41	41	45	45	32	43	30	1,008	(41)	41	1,838
8511-8677-76900 Purch Serv-Outside Organizatio	158	194	87	114	190	189	75	198	22,103	1,722	(31)	88	181
8511-8680-76900 Purch Serv-Outside Organizatio	0	0	0	7,237	5,316	5,551	5,490	11,726	4,991	0	5,927	6,863	11,230
-8690-76900 Purch Serv-Outside Organizatio	53	16	20	20	16	16	16	18	18	20	(20)	20	53
1700-76900 Purch Serv-Outside Organizatio	30,654	23,883	16,794	27,082	33,315	16,453	24,880	18,487	10,792	25,142	60,640	(255,254)	(498)
-8710-76900 Purch Serv-Outside Organizatio	105	32	41	41	(4)	16	16	18	18	20	(20)	20	53
511-8715-76900 Purch Serv-Outside Organizatio	0	0	0	0	0	0	150	0	0	30	0	0	0
8511-8720-76900 Purch Serv-Outside Organizatio	10,391	11,218	1,097	22,443	10,251	1,034	81	11,257	11,204	21,541	866	29,401	13,802

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8511-8781-76900 Purch Serv-Outside Organizatio	9,682	2,879	6,754	11,061	8,693	2,015	508	417	23,071	5,721	(18)	22,576	25,431
8511-8752-76900 Purch Serv-Outside Organizatio	10,581	8,644	8,648	4,032	8,694	12,823	8,954	16,839	8,722	7,167	8,024	30,455	2,482
8511-8754-76900 Purch Serv-Outside Organizatio	0	0	0	97	0	0	0	0	0	1,160	150	350	0
8511-8756-76900 Purch Serv-Outside Organizatio	0	0	0	0	0	4,878	5,834	6,846	(16,356)	0	4,386	6,128	16,384
8511-8757-76900 Purch Serv-Outside Organizatio	83	16	20	20	16	16	16	16	16	16	(20)	20	83
8511-8771-76900 Purch Serv-Outside Organizatio	0	0	0	0	0	294	0	232	200	0	0	0	185
8511-8780-76900 Purch Serv-Outside Organizatio	83	16	20	20	20	16	41	42	49	534	21	70	83
8511-8820-76900 Purch Serv-Outside Organizatio	2,870	2,221	1,494	8,453	5,228	3,870	(3,870)	0	0	0	0	0	0
8511-9250-76900 Purch Serv-Outside Organizatio	0	0	0	0	0	1,233	0	6,909	890	883	8,540	1,763	4,594
8511-9550-76900 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	0	0	214	0	0
Total- 76900 Purch Serv-Outside Organizatio	1,578,183	1,451,457	1,446,910	1,484,713	1,436,755	1,388,668	1,495,389	1,941,206	1,122,357	1,354,592	1,309,016	1,219,027	1,472,013
76906 CHFT Pledge.													
8811-8810-76906 Purch Svs - CHFT Pledge	0	0	0	0	1,197,398	0	594,989	(319,647)	21,016	21,016	21,016	353,391	226,687
Total- 76906 CHFT Pledge	0	0	0	0	1,197,398	0	594,989	(319,647)	21,016	21,016	21,016	353,391	226,687
76907 PURCHASED SERVICES LINEN													
8511-6010-76907 PURCHASED SERVICES LINEN	8,796	7,505	8,690	8,009	6,067	6,708	5,212	7,321	8,576	8,005	8,125	7,394	5,316
8511-6070-76907 PURCHASED SERVICES LINEN	1,852	1,081	1,250	1,333	1,093	1,303	1,264	1,591	1,082	1,101	1,024	1,482	814
8511-8181-76907 PURCHASED SERVICES LINEN	7,060	4,914	7,330	9,168	7,057	7,351	5,687	7,713	7,220	8,082	7,253	8,383	6,491
8511-8182-76907 PURCHASED SERVICES LINEN	4,505	5,555	2,007	853	581	537	648	1,182	873	1,543	857	1,768	2,151
8511-8184-76907 PURCHASED SERVICES LINEN	250	5,019	3,247	2,017	3,237	2,318	4,227	3,287	3,020	2,455	2,593	2,788	3,535
8511-8187-76907 PURCHASED SERVICES LINEN	347	4,629	4,839	3,087	4,718	2,902	5,153	4,335	4,244	4,085	4,337	4,259	5,374
8511-8188-76907 PURCHASED SERVICES LINEN	418	6,829	8,170	3,830	5,798	3,170	4,937	4,969	4,455	5,092	5,080	5,901	6,509
8511-8290-76907 PURCHASED SERVICES LINEN	85	579	692	309	779	558	815	1,022	753	698	353	317	100
8511-8340-76907 PURCHASED SERVICES LINEN	432	3,553	2,868	1,204	2,993	1,445	2,658	1,800	2,657	2,072	1,981	1,871	2,390
8511-8380-76907 PURCHASED SERVICES LINEN	340	3,560	3,797	2,387	4,089	2,104	3,174	3,513	2,957	1,977	2,787	2,978	3,644
8511-8530-76907 PURCHASED SERVICES LINEN	30	178	743	400	484	343	984	387	114	0	0	48	329
8511-8680-76907 PURCHASED SERVICES LINEN	6,240	2,619	3,807	4,797	4,038	4,099	2,743	2,221	2,164	2,613	1,942	3,033	1,891
8511-7010-76907 PURCHASED SERVICES LINEN	10,693	9,609	8,319	10,720	8,629	8,460	7,087	9,087	7,204	10,492	8,692	10,403	8,205
8511-7030-76907 PURCHASED SERVICES LINEN	0	0	19	0	0	0	0	0	0	0	0	0	0
8511-7080-76907 PURCHASED SERVICES LINEN	0	53	67	129	125	21	142	39	140	69	183	123	0
8511-7400-76907 PURCHASED SERVICES LINEN	12,847	9,898	9,182	10,529	8,699	9,851	9,341	10,471	7,791	9,777	8,487	10,088	7,384
8511-7420-76907 PURCHASED SERVICES LINEN	2,122	1,668	2,603	3,644	3,888	2,192	3,800	2,672	2,384	2,929	3,215	4,098	3,537
8511-7427-76907 PURCHASED SERVICES LINEN	315	169	483	668	617	248	697	498	465	498	511	623	457
8511-7429-76907 PURCHASED SERVICES LINEN	67	177	88	15	119	65	58	34	56	75	83	42	41
8511-7471-76907 PURCHASED SERVICES LINEN	828	1,122	1,048	808	1,032	487	861	568	732	820	868	1,227	1,328
8511-7570-76907 PURCHASED SERVICES LINEN	235	412	255	283	457	185	334	289	380	380	198	177	272
8511-7573-76907 PURCHASED SERVICES LINEN	216	137	90	75	240	384	282	30	78	382	304	308	73
8511-7591-76907 PURCHASED SERVICES LINEN	318	153	143	16	144	204	151	103	148	82	79	102	48
8511-7630-76907 PURCHASED SERVICES LINEN	3,798	1,150	2,859	2,022	2,216	2,726	3,073	2,575	2,822	1,790	1,330	1,693	1,136
8511-7642-76907 PURCHASED SERVICES LINEN	1,721	198	710	400	887	1,037	787	859	861	635	585	1,076	223
511-7650-76907 PURCHASED SERVICES LINEN	457	129	182	112	284	194	287	90	244	184	160	217	133
1-7680-76907 PURCHASED SERVICES LINEN	538	189	259	432	588	887	250	203	283	241	230	560	332
-7570-76907 PURCHASED SERVICES LINEN	1,478	82	674	715	802	1,180	974	782	573	750	688	942	471
1-7680-76907 PURCHASED SERVICES LINEN	1,772	561	880	883	979	1,295	1,309	1,086	984	855	708	1,021	821
8511-7690-76907 PURCHASED SERVICES LINEN	763	182	269	183	522	517	456	339	374	379	303	372	94
8511-7720-76907 PURCHASED SERVICES LINEN	164	82	41	32	122	180	129	123	120	161	141	149	100
8511-7760-76907 PURCHASED SERVICES LINEN	198	365	131	47	358	91	146	72	204	256	157	221	256
8511-7775-76907 PURCHASED SERVICES LINEN	609	94	238	124	347	668	437	466	512	241	392	849	88
8511-8350-76907 PURCHASED SERVICES LINEN	5,856	12,464	(3,321)	11,118	9,183	5,324	11,415	7,981	9,342	(661)	(93,632)	(4,533)	2,326
Total- 76907 PURCHASED SERVICES LINEN	75,148	84,883	65,805	80,079	80,644	68,629	79,985	77,669	70,028	67,940	(1,834)	70,039	67,384
76910 Printing & Forms													
8811-8810-76910 Printing & Forms	0	0	0	0	0	0	0	0	0	0	0	268	0
Total- 76910 Printing & Forms	0	0	0	0	0	0	0	0	0	0	0	268	0
76911 Software Support & Maintenance:													
8511-7268-76911 Software Support & Maintenance	1,250	0	2,500	1,212	1,212	0	0	0	0	0	0	0	0
8511-7500-76911 Software Support & Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	8,106
8511-8480-76911 Software Support & Maintenance	17,753	12,088	(12,088)	0	0	4,856	(4,856)	0	897	(897)	897	(897)	0
8511-8530-76911 Software Support & Maintenance	(8,100)	0	0	0	0	0	0	0	0	9,990	0	(9,990)	0
Total- 76911 Software Support & Maintenance	10,903	12,088	(9,588)	1,212	1,212	4,856	(4,856)	0	897	9,093	897	(10,887)	8,106
76921 Purch Serv - Accretion Exp Fin47													
8511-8890-76921 Purch Serv Accretion Exp - Fin47	9,810	0	0	0	0	0	0	0	0	0	0	0	0
Total- 76921 Purch Serv - Accretion Exp Fin47	9,810	0	0	0	0	0	0	0	0	0	0	0	0
Total - P/S - Other	**2,195,712**	**1,810,417**	**1,878,038**	**2,079,291**	**3,101,339**	**1,739,822**	**2,449,056**	**1,809,245**	**1,839,517**	**2,044,630**	**2,011,309**	**2,230,583**	**2,623,755**
Rental & Leases.													
77500 Rental/Lease Costs-Buildings													
8511-7185-77500 Rental/Lease Costs-Buildings	4,756	0	160	0	0	0	0	0	4,756	4,756	4,756	0	9,511
8511-7268-77500 Rental/Lease Costs-Buildings	7,609	7,609	7,609	8,746	7,865	7,909	7,809	8,809	7,809	8,690	7,965	16,727	9,385
8511-8810-77500 Rental/Lease Costs-Buildings	2,901	3,129	3,129	3,129	3,129	3,129	3,129	3,129	3,129	3,129	3,129	4,678	4,032
8511-8820-77500 Rental/Lease Costs-Buildings	83,439	83,248	74,326	74,326	74,326	74,496	74,498	79,985	78,372	85,815	80,939	80,119	79,441
Total- 77500 Rental/Lease Costs-Buildings	98,905	94,186	85,425	86,202	85,421	85,434	85,434	89,933	92,066	102,390	96,789	101,724	102,349
77510 Rental Cost - Parking Fees.													
8511-8820-77510 RENATL COST - PARKING FEES	20,033	20,033	10,887	20,033	20,033	20,033	20,033	20,033	20,033	20,033	20,783	29,200	15,450
Total- 77510 Rental Cost - Parking Fees	20,033	20,033	10,887	20,033	20,033	20,033	20,033	20,033	20,033	20,033	20,783	29,200	15,450
77600 Rental/Lease Costs-Equip													
8511-6010-77600 Rental/Lease Costs-Equip	(4,254)	5,258	5,007	(4,853)	202	269	585	3,048	1,526	6,662	8,436	11,353	32,450
8511-8181-77600 Rental/Lease Costs-Equip	6,560	6,648	7,407	(75)	4,617	8,414	1,372	7,841	5,153	7,958	7,310	13,263	9,365
8511-8179-77600 Rental/Lease Costs-Equip	3,134	1,715	20	5,140	2,965	8,626	5,225	5,084	8,589	6,569	8,569	8,228	8,151
511-8182-77600 Rental/Lease Costs-Equip	12,201	8,108	8,787	8,242	7,850	4,793	5,196	6,030	5,951	4,375	4,375	8,178	8,645
-8184-77600 Rental/Lease Costs-Equip	1,468	2,430	41	6,312	3,003	2,508	2,876	4,885	2,274	1,618	1,618	4,561	3,358
3187-77600 Rental/Lease Costs-Equip	873	2,800	30	5,766	3,830	5,775	5,500	4,626	3,716	3,477	3,477	8,452	8,043
-8188-77600 Rental/Lease Costs-Equip	1,308	1,524	17	5,178	2,580	4,147	2,529	1,143	2,263	1,270	1,270	5,798	4,193
8511-8580-77600 Rental/Lease Costs-Equip	6,007	3,752	4,618	771	4,244	1,379	9,199	702	1,897	1,439	1,439	4,708	(1,459)
8511-7010-77600 Rental/Lease Costs-Equip	(72)	1,046	1,633	240	132	0	0	0	0	0	0	0	14,878

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8511-7075-77600 Rental/Lease Costs-Equip	445	203	203	203	203	0	203	224	0	224	609	203	203
8511-7400-77600 Rental/Lease Costs-Equip	33,314	11,424	4,052	11,267	11,840	3,102	2,926	2,926	2,926	2,574	14,055	11,538	21,504
8511-7420-77600 Rental/Lease Costs-Equip	117,220	23,444	23,444	23,444	23,444	(163,695)	31,556	25,356	38,271	8,782	40,824	23,551	23,551
8511-7450-77600 Rental/Lease Costs-Equip	0	0	0	0	0	0	0	102	0	430	(6)	212	211
8511-7470-77600 Rental/Lease Costs-Equip	1,810	23,091	8,351	(3,207)	20,453	1,339	6,100	3,412	8,478	350	5,350	4,105	87
8511-7471-77600 Rental/Lease Costs-Equip	210	10	245	245	110	515	345	110	135	110	380	0	0
8511-7480-77600 Rental/Lease Costs-Equip	82,858	56,164	48,586	48,075	70,210	72,774	63,016	69,792	68,818	73,006	42,448	88,835	3,092
8511-7500-77600 Rental/Lease Costs-Equip	504	504	539	539	539	539	70	1,008	600	70	1,008	505	600
8511-7570-77600 Rental/Lease Costs-Equip	0	0	4,950	438	0	0	0	0	4,274	0	0	23,980	12,688
8511-7630-77600 Rental/Lease Costs-Equip	0	(578)	0	0	0	0	0	0	0	0	0	0	0
8511-7680-77600 Rental/Lease Costs-Equip	39,062	3,054	20,880	3,001	25,202	3,277	3,081	14,511	14,387	13,632	23,136	14,240	26,934
8511-7710-77600 Rental/Lease Costs-Equip	37,601	37,620	37,136	36,803	38,478	38,411	38,478	37,126	38,479	36,626	38,478	38,478	38,478
8511-7720-77600 Rental/Lease Costs-Equip	5,017	362	3,056	6,757	7,238	8,321	6,066	4,037	4,192	16,868	22,892	11,157	2,236
8511-7722-77600 Rental/Lease Costs-Equip	2,333	4,219	785	5,658	1,544	(348)	182	5,947	2,280	2,081	3,926	10,879	11,961
8511-8310-77600 Rental/Lease Costs-Equip	4,803	0	0	184	0	2,521	0	2,548	0	0	2,548	0	0
8511-8402-77600 Rental/Lease Costs-Equip	12,736	59	12,980	6,535	6,535	6,535	6,535	6,535	6,535	6,535	6,532	6,567	6,696
8511-8460-77600 Rental/Lease Costs-Equip	0	(578)	0	0	0	0	0	0	0	0	0	0	0
8511-8510-77600 Rental/Lease Costs-Equip	0	0	0	0	0	0	0	0	0	0	0	0	237,693
8511-8810-77600 Rental/Lease Costs-Equip	31,171	34,813	41,462	33,199	31,873	26,151	0	67,005	33,503	33,503	33,503	33,503	(67,005)
8511-8720-77600 Rental/Lease Costs-Equip	2,851	(306)	1,175	1,175	1,175	0	0	0	0	0	0	0	0
Total. 77600 Rental/Lease Costs-Equip	399,148	226,578	232,388	199,260	285,985	33,171	190,014	273,984	245,163	227,956	264,889	331,151	388,404
77605 Copy Machine Leases.													
8511-6010-77605 COPY MACHINE LEASES	28	341	170	130	141	164	174	138	179	187	188	178	186
8511-6070-77605 COPY MACHINE LEASES	19	27	300	38	95	27	23	26	29	233	18	117	15
8511-6151-77605 COPY MACHINE LEASES	192	148	341	160	134	171	123	147	124	126	183	147	123
8511-6152-77605 COPY MACHINE LEASES	13	167	78	67	56	56	84	78	71	72	88	83	83
8511-6154-77605 COPY MACHINE LEASES	67	72	77	84	65	71	69	79	69	80	90	50	66
8511-6157-77605 COPY MACHINE LEASES	183	132	168	148	104	168	145	168	139	132	200	118	141
8511-6158-77605 COPY MACHINE LEASES	120	85	79	73	68	91	56	52	50	73	84	60	69
8511-8340-77605 COPY MACHINE LEASES	67	782	388	388	316	488	417	329	322	290	360	260	314
8511-8380-77605 COPY MACHINE LEASES	134	212	102	260	102	167	206	163	137	123	179	131	127
8511-8530-77605 COPY MACHINE LEASES	1	13	79	12	21	9	41	15	7	48	1	37	1
8511-8580-77605 COPY MACHINE LEASES	27	429	16	16	166	5	7	200	11	83	3	8	6
8511-7010-77605 COPY MACHINE LEASES	273	305	224	227	167	268	264	167	207	203	265	193	67
8511-7011-77605 COPY MACHINE LEASES	88	81	79	101	74	111	101	108	117	68	125	83	89
8511-7075-77605 COPY MACHINE LEASES	6	126	53	79	61	51	10	78	41	33	36	47	48
8511-7080-77605 COPY MACHINE LEASES	37	27	36	31	27	43	43	45	68	40	67	31	34
8511-7087-77605 COPY MACHINE LEASES	212	205	239	139	84	75	52	61	79	59	91	61	72
8511-7183-77605 COPY MACHINE LEASES	0	7	11	26	9	9	5	34	2	19	1	8	2
8511-7195-77605 COPY MACHINE LEASES	192	168	160	182	1,163	160	190	481	1,942	372	191	169	721
8511-7268-77605 COPY MACHINE LEASES	77	89	126	108	92	98	83	63	81	190	84	98	118
8511-7400-77605 COPY MACHINE LEASES	15	19	3	132	12	18	15	9	18	0	5	163	6
811-7420-77605 COPY MACHINE LEASES	251	170	188	194	185	225	204	184	176	138	230	134	120
1-7427-77605 COPY MACHINE LEASES	118	137	143	130	78	126	126	118	131	143	110	137	184
1-7429-77605 COPY MACHINE LEASES	88	55	70	733	147	95	66	251	77	267	89	63	358
11-7471-77605 COPY MACHINE LEASES	13	12	14	29	9	23	21	18	17	23	18	21	5
8511-7500-77605 COPY MACHINE LEASES	222	198	188	192	150	209	149	167	191	167	208	155	187
8511-7570-77605 COPY MACHINE LEASES	9	124	49	48	42	59	58	49	84	84	74	69	60
8511-7591-77605 COPY MACHINE LEASES	19	69	63	61	58	71	58	84	55	50	52	43	47
8511-7630-77605 COPY MACHINE LEASES	120	301	178	86	208	177	151	134	137	149	191	147	152
8511-7642-77605 COPY MACHINE LEASES	77	67	63	60	62	67	68	54	65	84	82	60	60
8511-7680-77605 COPY MACHINE LEASES	1	26	25	18	12	20	9	15	14	8	14	10	5
8511-7710-77605 COPY MACHINE LEASES	249	274	247	257	238	313	243	317	284	236	312	165	202
8511-7760-77605 COPY MACHINE LEASES	1	1	44	13	6	0	1	13	2	0	1	52	14
8511-7775-77605 COPY MACHINE LEASES	3	77	47	41	34	45	38	47	49	37	52	35	31
8511-8215-77605 COPY MACHINE LEASES	133	70	91	74	74	66	79	74	108	60	53	42	97
8511-8310-77605 COPY MACHINE LEASES	4,705	2,698	3,387	3,748	3,147	3,163	6,075	4,283	3,412	3,359	4,392	4,766	4,818
8511-8340-77605 COPY MACHINE LEASES	154	0	8	0	422	221	169	178	167	1,773	157	129	150
8511-8380-77605 COPY MACHINE LEASES	36	36	48	48	31	43	36	41	47	65	48	33	27
8511-8400-77605 COPY MACHINE LEASES	50	65	48	42	41	48	51	48	61	44	48	48	53
8511-8402-77605 COPY MACHINE LEASES	45	39	43	44	36	48	41	38	39	39	48	36	38
8511-8460-77605 COPY MACHINE LEASES	30	23	39	44	36	47	39	44	40	30	67	36	31
8511-8465-77605 COPY MACHINE LEASES	4	4	4	3	6	3	2	5	10	7	23	9	6
8511-8470-77605 COPY MACHINE LEASES	103	78	60	77	67	107	66	68	67	56	97	81	74
8511-8480-77605 COPY MACHINE LEASES	13	10	(10)	0	0	5	(5)	5	(5)	0	29	(29)	34
8511-8488-77605 COPY MACHINE LEASES	11	5	6	2	3	2	6	3	6	7	39	8	6
8511-8510-77605 COPY MACHINE LEASES	6	0	8	14	8	9	6	13	10	6	5	6	6
8511-8530-77605 COPY MACHINE LEASES	134	1,144	85	170	339	551	495	488	486	487	551	(4,398)	402
8511-8580-77605 COPY MACHINE LEASES	1,101	1,076	976	986	766	998	894	768	908	815	1,050	605	810
8511-8591-77605 COPY MACHINE LEASES	40	37	33	43	16	15	1	7	5	6	8	9	0
8511-8810-77605 COPY MACHINE LEASES	233	228	1,056	594	1,712	715	249	310	300	458	349	508	(57,783)
8511-8830-77605 COPY MACHINE LEASES	20	19	15	20	13	15	15	14	26	18	17	14	13
8511-8850-77605 COPY MACHINE LEASES	150	128	177	137	80	143	146	138	149	117	171	109	140
8511-8860-77605 COPY MACHINE LEASES	20	13	23	16	10	16	17	21	32	16	30	26	42
8511-8870-77605 COPY MACHINE LEASES	35	36	22	54	19	41	18	13	17	8	26	19	19
8511-8880-77605 COPY MACHINE LEASES	14	2	1	6	1	6	6	13	7	0	0	1	12
8511-8890-77605 COPY MACHINE LEASES	2	1	0	0	1	0	1	1	0	3	0	0	0
8511-8700-77605 COPY MACHINE LEASES	3,238	2,443	3,106	2,811	2,537	2,886	2,469	2,825	2,371	2,222	2,291	(23,080)	2,357
8511-8710-77605 COPY MACHINE LEASES	77	78	94	78	71	123	68	62	59	61	90	93	60
8511-8720-77605 COPY MACHINE LEASES	241	231	260	265	231	333	275	302	279	168	117	99	98
8511-8751-77605 COPY MACHINE LEASES	342	289	387	414	450	628	498	502	495	488	510	414	444
8511-8752-77605 COPY MACHINE LEASES	128	102	85	77	63	176	117	120	144	124	135	107	148
8511-8754-77605 COPY MACHINE LEASES	7	10	3	6	8	21	17	2	5	6	9	6	17
8511-8757-77605 COPY MACHINE LEASES	114	83	72	83	65	137	192	73	67	69	113	67	110
8511-8771-77605 COPY MACHINE LEASES	0	0	0	0	0	0	0	0	1	2	1	0	1
8511-8780-77605 COPY MACHINE LEASES	402	371	362	300	242	298	223	239	267	293	354	276	668
Total. 77605 Copy Machine Leases	14,488	14,488	14,529	14,416	14,678	14,553	14,543	14,553	14,543	14,548	14,553	(18,270)	(43,658)
Total - Rental & Leases	**532,572**	**354,283**	**343,188**	**319,901**	**386,097**	**153,192**	**310,025**	**398,483**	**371,805**	**364,627**	**397,014**	**445,806**	**472,545**
Other Expenses:													
78300 Licenses & Taxes													
1-6070-78300 Licenses & Taxes	0	0	0	0	675	0	0	0	0	0	0	0	0
-7050-78300 Licenses & Taxes	(22,158)	0	0	0	0	0	0	0	0	0	0	0	0
1-7076-78300 Licenses & Taxes	3,352	0	697	0	0	698	698	698	698	698	698	698	698
8511-7288-78300 Licenses & Taxes	2,004	0	0	0	0	0	0	0	0	0	0	0	0
8511-7420-78300 Licenses & Taxes	0	0	0	0	0	0	0	0	975	0	0	0	0

Verity Healt Systems
St Francis Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8511-7500-78300 Licenses & Taxes	842	842	842	842	842	4,433	842	875	875	875	875	875	875
8511-7570-78300 Licenses & Taxes	0	0	850	0	0	0	0	0	0	0	0	0	2,100
8511-7573-78300 Licenses & Taxes	0	0	450	0	0	0	0	0	0	0	0	0	0
8511-7630-78300 Licenses & Taxes	549	549	549	549	549	549	549	549	549	549	16,813	549	549
8511-7650-78300 Licenses & Taxes	0	0	0	0	0	0	0	0	0	4,320	0	8,295	0
8511-7710-78300 Licenses & Taxes	0	0	0	0	0	0	1,898	0	0	0	0	0	0
8511-7720-78300 Licenses & Taxes	0	0	0	315	0	0	0	0	0	0	0	0	0
8511-7722-78300 Licenses & Taxes	0	0	0	0	0	0	1,561	0	0	0	0	0	0
8511-8400-78300 Licenses & Taxes	0	0	0	0	0	0	0	0	0	344	0	0	0
8511-8420-78300 Licenses & Taxes	0	222	0	0	0	0	0	300	0	0	0	0	602
8511-8440-78300 Licenses & Taxes	1,239	1,239	1,239	1,239	1,239	2,639	1,239	1,239	6,093	1,266	2,761	1,639	1,639
8511-8460-78300 Licenses & Taxes	99	0	5,457	18,709	8,232	20,785	6,339	8,410	6,784	6,466	6,339	6,339	6,339
8511-8510-78300 Licenses & Taxes	0	0	0	0	0	0	0	0	0	0	0	180	0
8511-8810-78300 Licenses & Taxes	24,661	14,538	14,531	14,598	14,531	22,480	74,059	26,914	26,771	34,164	27,425	26,376	26,385
8511-8754-78300 Licenses & Taxes	0	0	0	20	0	285	0	6,627	0	3	0	0	0
8511-8771-78300 Licenses & Taxes	0	0	0	0	113	0	0	0	0	0	0	0	338
8511-8850-78300 Licenses & Taxes	0	0	1,508	0	0	0	0	0	0	0	0	0	0
Total. 78300 Licenses & Taxes	10,574	17,389	26,322	38,256	26,480	51,876	87,283	43,311	42,744	48,703	64,910	44,949	41,584
78310 Property Taxes.													
8511-7265-78310 Property Taxes	0	0	0	0	0	0	0	0	0	6,809	0	0	0
8511-7710-78310 Property Taxes	0	0	0	0	0	0	3,282	0	0	0	0	0	0
8511-8402-78310 Property Taxes	0	0	0	0	0	0	554	0	0	0	0	0	0
8511-8850-78310 Property Taxes	10,380	10,380	4,050	4,050	4,050	14,756	44,097	11,422	11,422	735	12,142	12,142	12,142
Total. 78310 Property Taxes	10,380	10,380	4,050	4,050	4,050	14,756	48,232	11,422	11,422	7,544	12,142	12,142	12,142
78400 Other Costs.													
8511-8810-78400 Other Costs	8,562	7,885	(16,587)	18,240	10,863	1,009	(266)	18,914	11,857	14,302	13,849	12,925	5,938
8511-8810-78400 Other Costs	1,483	0	0	0	0	0	0	0	0	0	0	0	0
Total. 78400 Other Costs	10,065	7,885	(16,587)	18,240	10,863	1,009	(266)	18,914	11,857	14,302	13,849	12,925	5,938
78500 Telephone/Telegraph.													
8511-8010-78300 Telephone/Telegraph	18	18	18	18	24	18	18	18	18	18	18	0	0
8511-8070-78500 Telephone/Telegraph	6	6	6	6	0	6	6	6	6	6	6	0	0
8511-8161-78500 Telephone/Telegraph	6	6	6	6	6	6	6	6	6	6	6	0	0
8511-8162-78500 Telephone/Telegraph	6	6	6	6	6	6	6	6	6	12	6	0	0
8511-8184-78500 Telephone/Telegraph	6	6	6	6	6	1,095	748	6	6	6	6	0	0
8511-8187-78500 Telephone/Telegraph	18	18	18	18	18	18	18	18	18	18	18	0	0
8511-8188-78500 Telephone/Telegraph	12	12	12	12	12	12	12	12	12	12	12	0	0
8511-8290-78500 Telephone/Telegraph	12	12	12	12	12	12	12	12	12	12	12	0	0
8511-8340-78500 Telephone/Telegraph	6	6	6	6	6	6	6	6	6	6	6	0	0
911-8380-78500 Telephone/Telegraph	6	12	12	6	6	6	408	6	6	6	6	0	0
1-8382-78500 Telephone/Telegraph	6	0	0	6	6	6	0	6	6	6	6	0	0
1-8630-78500 Telephone/Telegraph	0	0	0	0	0	6	0	6	0	0	0	0	0
11-8580-78500 Telephone/Telegraph	6	6	6	6	6	24	6	6	6	6	6	0	0
8511-7010-78500 Telephone/Telegraph	24	24	24	24	24	125	24	24	24	24	24	0	0
8511-7011-78500 Telephone/Telegraph	125	125	125	125	125	0	125	125	125	125	125	0	0
8511-7050-78500 Telephone/Telegraph	12	12	12	12	12	12	12	12	12	12	12	0	0
8511-7075-78500 Telephone/Telegraph	4,419	761	2,821	0	0	0	0	0	0	0	0	0	0
8511-7075-78500 Telephone/Telegraph	6	6	6	6	6	6	6	6	6	6	6	0	0
8511-7195-78500 Telephone/Telegraph	0	6	0	0	0	0	0	0	0	0	0	0	0
8511-7288-78500 Telephone/Telegraph	6	0	6	6	6	6	6	6	6	6	6	0	0
8511-7400-78500 Telephone/Telegraph	18	18	18	143	10,930	2,360	711	698	18	18	18	0	0
8511-7420-78500 Telephone/Telegraph	125	125	125	0	125	125	125	125	125	125	125	0	0
8511-7427-78500 Telephone/Telegraph	6	6	6	6	6	6	6	6	6	6	6	0	0
8511-7429-78500 Telephone/Telegraph	6	6	6	6	6	6	6	0	6	6	6	0	0
8511-7450-78500 Telephone/Telegraph	30	30	30	30	30	30	30	30	30	30	30	0	0
8511-7500-78500 Telephone/Telegraph	54	54	54	54	84	54	54	54	54	54	54	0	0
8511-7570-78500 Telephone/Telegraph	137	137	137	137	137	137	137	137	137	137	137	0	0
8511-7573-78500 Telephone/Telegraph	12	12	12	12	12	12	12	12	12	12	12	0	0
8511-7591-78500 Telephone/Telegraph	36	36	36	36	36	36	36	36	36	36	36	0	0
8511-7620-78500 Telephone/Telegraph	0	54	0	0	54	0	0	0	0	0	0	0	0
8511-7630-78500 Telephone/Telegraph	54	0	54	54	0	54	54	54	54	54	54	0	0
8511-7642-78500 Telephone/Telegraph	6	6	6	6	6	6	6	6	6	6	6	0	0
8511-7680-78500 Telephone/Telegraph	12	12	12	12	12	12	12	12	12	12	12	0	0
8511-7720-78500 Telephone/Telegraph	42	42	42	42	42	42	42	42	42	42	42	0	0
8511-7760-78500 Telephone/Telegraph	6	6	6	6	6	6	6	6	6	6	6	0	0
8511-7775-78500 Telephone/Telegraph	24	24	24	24	24	24	24	24	24	24	24	0	0
8511-8310-78500 Telephone/Telegraph	6	6	6	6	6	6	6	6	6	6	6	0	0
8511-8340-78500 Telephone/Telegraph	12	6	6	6	6	6	6	6	6	6	6	0	0
8511-8370-78500 Telephone/Telegraph	101	101	101	101	101	101	101	101	101	101	101	0	0
8511-8380-78500 Telephone/Telegraph	(6)	0	0	0	0	0	0	0	0	0	0	0	0
8511-8400-78500 Telephone/Telegraph	12	12	12	12	12	12	12	12	12	12	12	0	0
8511-8402-78500 Telephone/Telegraph	6	6	6	6	6	6	6	6	6	6	6	0	0
8511-8420-78500 Telephone/Telegraph	12	12	12	12	12	12	12	12	12	12	12	0	0
8511-8440-78500 Telephone/Telegraph	374	374	374	374	374	374	374	374	374	374	374	0	0
8511-8460-78500 Telephone/Telegraph	178	178	178	178	178	178	178	178	178	178	178	0	0
8511-8470-78500 Telephone/Telegraph	60,824	10,570	25,242	29,914	29,829	30,666	26,063	(45,857)	14,388	11,138	26,382	21,220	15,803
8511-8480-78500 Telephone/Telegraph	85	(418)	418	0	0	0	0	0	0	0	0	0	0
8511-8580-78500 Telephone/Telegraph	24	24	24	24	24	24	24	24	24	24	24	0	0
8511-8581-78500 Telephone/Telegraph	0	6	0	0	0	0	0	0	0	0	0	0	0
8511-8610-78500 Telephone/Telegraph	6	6	12	6	6	6	6	12	6	12	6	0	0
8511-8620-78500 Telephone/Telegraph	0	0	0	6	6	6	6	0	6	0	6	0	0
8511-8680-78500 Telephone/Telegraph	24	24	24	24	24	24	24	24	24	24	24	0	0
8511-8720-78500 Telephone/Telegraph	6	6	6	6	6	6	6	6	6	0	6	0	0
8511-8751-78500 Telephone/Telegraph	6	0	0	0	0	0	0	0	0	0	0	0	0
8511-8752-78500 Telephone/Telegraph	71	71	71	71	71	71	71	71	71	71	71	0	0
8511-8780-78500 Telephone/Telegraph	0	0	359	363	0	359	0	0	238	0	0	0	0
Total. 78300 Telephone/Telegraph	67,006	12,591	30,517	28,944	42,419	38,413	32,572	(43,499)	16,314	12,816	28,080	21,220	15,803
78502 Mobile Phones Service.													
511-7075-78502 Mobile Phones Service	0	2,629	0	3,135	3,685	2,813	0	3,185	5,056	2,885	3,173	0	7,605
1-8470-78502 Mobile Phones Service	0	4,885	0	0	177	4,218	131	7,572	6,514	0	4,329	12,979	5,125
-8780-78502 Mobile Phones Service	0	353	(116)	0	177	0	0	707	116	360	361	360	354
Total. 78502 Mobile Phones Service	0	8,067	(116)	3,135	4,038	7,031	131	11,744	16,685	3,246	7,863	13,338	13,084
78600 Dues & Subscriptions.													

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8511-6070-78600 Dues & Subscriptions	833	833	833	833	833	833	833	833	833	833	833	833	833
8511-7011-78600 Dues & Subscriptions	0	0	0	0	0	4,000	0	0	0	0	0	0	0
8511-7041-78600 Dues & Subscriptions	100	0	0	0	0	0	0	0	0	100	0	0	0
8511-7076-78600 Dues & Subscriptions	0	393	0	540	0	0	0	0	0	0	0	0	0
8511-7471-78600 Dues & Subscriptions	0	0	0	0	0	0	0	0	0	0	0	3,500	0
8511-7500-78600 Dues & Subscriptions	0	0	0	198	1,858	660	0	0	0	699	0	0	0
8511-7540-78600 Dues & Subscriptions	0	0	0	0	0	0	3,235	0	0	0	0	0	0
8511-7591-78600 Dues & Subscriptions	0	0	0	0	0	0	3,650	0	0	0	0	0	0
8511-7630-78600 Dues & Subscriptions	0	0	0	0	0	172	0	0	0	0	0	0	0
8511-7642-78600 Dues & Subscriptions	0	0	0	0	14	0	0	0	0	0	0	0	14
8511-7710-78600 Dues & Subscriptions	1,856	0	0	0	0	0	0	0	0	0	0	0	0
8511-7720-78600 Dues & Subscriptions	0	408	0	0	888	0	0	(1,296)	0	0	0	0	(402)
8511-7722-78600 Dues & Subscriptions	0	408	0	0	816	3,282	0	(1,632)	0	(414)	0	0	(414)
8511-8215-78600 Dues & Subscriptions	300	0	0	0	0	0	0	0	0	0	0	0	0
8511-8340-78600 Dues & Subscriptions	0	280	0	291	(146)	0	0	60	0	0	0	0	0
8511-8810-78600 Dues & Subscriptions	867	10	0	0	0	295	436	0	4,500	750	750	3,888	750
8511-8815-78600 Dues & Subscriptions	250	0	0	0	0	0	0	0	0	0	0	0	0
8511-8850-78600 Dues & Subscriptions	0	1,175	0	0	0	195	0	1,175	0	0	0	0	1,175
8511-8880-78600 Dues & Subscriptions	0	0	0	0	10	0	0	109	0	0	123	114	90
8511-8752-78600 Dues & Subscriptions	1,402	1,182	1,182	1,182	1,182	987	1,182	0	180	0	398	0	2,851
Total 78600 Dues & Subscriptions	5,402	4,888	2,015	3,044	5,466	10,404	9,356	(781)	5,493	1,968	2,105	8,332	4,897
78620 RETAIL FLOWERS													
8511-8850-78620 RETAIL FLOWERS	0	0	0	0	0	0	582	0	0	0	0	0	0
Total 78620 RETAIL FLOWERS	0	0	0	0	0	0	582	0	0	0	0	0	0
78700 Outside Training Sessions.													
8511-8580-78700 Outside Training Sessions	0	1,074	0	0	0	0	0	0	0	0	0	0	0
8511-7041-78700 Outside Training Sessions	0	0	0	0	0	0	900	0	0	0	0	0	0
8511-7075-78700 Outside Training Sessions	0	0	0	0	0	0	0	0	0	0	0	0	567
8511-7076-78700 Outside Training Sessions	0	705	0	0	0	0	0	0	0	0	0	0	0
8511-7268-78700 Outside Training Sessions	0	0	0	0	0	4,852	0	0	35	0	0	0	0
8511-8340-78700 Outside Training Sessions	0	0	0	0	0	0	0	0	0	675	0	0	0
8511-8810-78700 Outside Training Sessions	0	0	0	1,585	0	0	0	0	0	0	0	0	0
8511-8850-78700 Outside Training Sessions	0	0	0	0	0	0	0	0	159	0	0	0	0
Total 78700 Outside Training Sessions	0	1,779	0	1,585	0	4,852	900	0	194	675	0	0	567
78750 Meetings & Conventions													
8511-8340-78750 Meetings & Conventions	0	0	345	0	0	0	1,870	0	0	0	0	0	0
8511-7075-78750 Meetings & Conventions	0	0	0	0	0	0	0	0	0	0	0	0	290
8511-7268-78750 Meetings & Conventions	0	0	0	0	0	0	0	0	0	0	0	38	0
11-7630-78750 Meetings & Conventions	0	0	0	0	0	0	0	0	0	0	0	0	1,740
1-8810-78750 Meetings & Conventions	199	99	0	0	0	0	0	0	0	0	0	0	0
11-8720-78750 Meetings & Conventions	0	0	0	0	0	0	0	0	0	0	0	0	775
8511-8752-78750 Meetings & Conventions	0	0	0	599	0	0	0	0	0	0	0	0	0
Total 78750 Meetings & Conventions	199	99	345	599	0	0	1,870	0	0	0	0	38	2,805
78800 Travel													
8511-8810-78800 Travel	0	0	0	1,500	142	3,221	10,610	(9,223)	219	(1,351)	8,264	287	4,044
8511-8815-78800 Travel	343	21	300	450	364	343	43	300	2,271	129	1,093	964	1,243
8511-8850-78800 Travel	0	0	0	0	0	0	0	0	0	0	0	0	2,883
8511-8877-78800 Travel	392	160	112	162	111	81	212	63	135	133	170	532	160
Total 78800 Travel	735	181	412	2,112	618	3,645	10,885	(8,859)	2,625	(1,089)	9,527	1,783	9,330
78801 Travel Transportation													
8511-7500-78801 Travel Transportation	0	0	0	0	0	0	0	0	0	0	0	0	126
8511-8231-78801 Rail & Public Transportation	0	0	0	0	0	0	18	0	0	0	0	0	0
8511-8510-78801 Travel Transportation	0	0	198	0	0	0	0	0	0	0	0	0	0
Total 78801 Travel Transportation	0	0	198	0	0	0	18	0	0	0	0	0	126
78802 Airfare & Rail.													
8511-6188-78802 Airfare	0	0	0	0	0	0	198	0	0	0	0	0	0
8511-8580-78802 Airfare	0	867	0	0	0	0	0	0	0	0	0	0	0
8511-7500-78802 Airfare	0	0	0	0	0	0	0	0	0	0	0	0	572
8511-7630-78802 Airfare	0	0	0	0	0	0	0	0	0	0	133	0	0
8511-8231-78802 Airfare	0	0	0	0	0	0	347	0	0	0	0	0	0
8511-8580-78802 Airfare	0	0	0	0	0	0	0	79	0	0	178	0	0
8511-8810-78802 Airfare	200	632	985	0	901	209	0	0	198	0	0	0	1,571
8511-8650-78802 Airfare	0	0	0	0	286	0	0	0	525	0	0	0	0
8511-8720-78802 Airfare	0	0	0	0	134	0	0	0	0	0	0	0	487
8511-8752-78802 Airfare	0	0	0	468	0	0	0	0	0	0	0	0	0
8511-8754-78802 Airfare	0	0	0	0	0	0	0	0	0	268	284	292	0
Total 78802 Airfare & Rail	200	1,499	985	468	1,303	209	544	79	723	268	595	292	2,730
78803 Car Rental													
8511-7500-78803 Car Rental	0	0	0	0	0	0	0	0	0	0	0	0	102
8511-8810-78803 Car Rental	0	0	0	0	111	141	0	0	0	0	0	0	0
8511-8754-78803 Car Rental	0	0	0	0	0	0	0	0	0	0	0	136	0
Total 78803 Car Rental	0	0	0	0	111	141	0	0	0	0	0	136	102
78804 Gasoline.													
8511-7075-78804 Gasoline	0	0	0	0	0	0	0	0	0	10	0	0	0
8511-8310-78804 Gasoline	0	0	0	0	0	0	0	0	0	0	0	0	88
8511-8420-78804 Gasoline	0	0	0	0	0	0	0	0	0	0	0	0	60
8511-8810-78804 Gasoline	0	0	0	0	24	0	0	0	0	0	0	0	0
Total 78804 Gasoline	0	0	0	0	24	0	0	0	0	10	0	0	156
05 Mileage.													
1-6010-78805 Mileage	0	0	0	0	47	0	0	0	0	0	0	0	0
8511-6070-78805 Mileage	0	0	0	0	24	0	0	0	0	0	0	0	0
8511-6380-78805 Mileage	0	0	0	0	8	0	0	0	0	0	0	0	0

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8511-7041-78805 Mileage	0	169	0	0	268	34	0	34	0	0	34	0	0
8511-7075-78805 Mileage	245	209	81	61	74	268	310	85	55	153	6	37	202
8511-7266-78805 Mileage	71	184	135	153	121	181	120	197	382	382	224	389	219
8511-7400-78805 Mileage	0	0	0	0	12	0	0	0	0	0	0	0	0
8511-8510-78805 Mileage	0	0	0	0	0	0	0	0	0	0	0	0	14
8511-8515-78805 Mileage	0	15	0	0	0	0	0	0	0	0	0	0	0
8511-8550-78805 Mileage	0	0	0	0	0	0	311	0	15	0	0	0	0
8511-8577-78805 Mileage	0	0	0	0	41	0	0	0	0	29	0	0	0
8511-8710-78805 Mileage	0	0	0	0	0	0	0	0	0	0	0	42	0
8511-8754-78805 Mileage	0	0	0	0	0	0	0	0	0	0	0	117	0
8511-8771-78805 Mileage	0	0	0	0	0	0	0	0	0	0	88	0	21
Total 78805 Mileage	316	567	216	235	616	482	740	315	452	564	319	555	456
78806 Parking & Tolls:													
8511-6340-78806 Parking & Tolls	0	0	10	0	0	0	0	0	0	0	0	0	0
8511-7075-78806 Parking & Tolls	105	41	7	0	0	83	83	4	7	48	0	0	42
8511-7076-78806 Parking & Tolls	0	0	111	0	0	0	0	0	0	0	0	0	0
8511-7266-78806 Parking & Tolls	0	15	0	6	0	40	0	6	0	0	0	0	0
8511-7570-78806 Parking & Tolls	0	0	0	0	0	0	0	0	0	0	0	0	60
8511-8231-78806 Parking	0	0	0	0	0	0	40	0	0	0	0	0	0
8511-8550-78806 Parking & Tolls	0	0	0	0	0	0	0	0	0	0	57	0	0
8511-8810-78806 Parking & Tolls	0	0	0	0	0	0	209	0	30	0	0	0	0
8511-8515-78806 Parking & Tolls	16	0	0	0	0	0	0	0	0	0	0	0	0
8511-8650-78806 Parking & Tolls	0	0	0	0	0	0	78	0	30	0	0	0	0
8511-8720-78806 Parking & Tolls	0	0	0	0	43	15	0	0	0	0	0	0	0
8511-8754-78806 Parking & Tolls	0	0	0	0	0	0	0	0	0	48	0	0	0
Total 78806 Parking & Tolls	121	56	128	6	43	138	388	10	67	98	57	0	102
78808 Lodging & Hotels													
8511-6188-78808 Hotels & Lodging	0	0	0	0	0	0	998	0	0	0	0	0	0
8511-6340-78808 Lodging & Hotels	0	0	0	0	0	0	707	0	0	0	0	0	0
8511-6560-78808 Hotels & Lodging	0	986	0	0	0	0	0	0	0	0	0	0	0
8511-7076-78808 Lodging & Hotels	0	0	658	0	0	0	0	0	0	0	0	0	0
8511-7500-78808 Lodging & Hotels	0	0	0	0	0	0	0	0	0	0	0	0	539
8511-7570-78808 Lodging & Hotels	0	0	0	0	0	0	0	0	0	0	0	0	153
8511-7591-78808 Lodging & Hotels	0	265	0	0	0	0	0	0	0	0	0	0	0
8511-7630-78808 Lodging & Hotels	0	0	0	0	0	0	0	0	0	0	183	0	0
8511-8560-78808 Lodging & Hotels	0	0	0	0	0	0	0	483	0	0	483	0	0
8511-8810-78808 Lodging & Hotels	0	0	0	0	582	234	1,304	0	0	0	0	0	0
8511-8650-78808 Lodging & Hotels	0	0	0	0	0	0	369	0	276	0	0	0	0
8511-8720-78808 Lodging & Hotels	0	334	347	150	1,027	180	260	0	418	0	134	307	1,220
8511-8752-78808 Lodging & Hotels	0	0	0	333	0	0	0	0	0	0	0	0	0
8511-8754-78808 Lodging & Hotels	0	0	0	0	0	0	0	0	0	101	224	281	0
Total 78808 Lodging & Hotels	0	1,604	1,003	483	1,609	414	3,638	483	695	101	994	588	1,912
10 Business Meals.													
8511-6188-78810 Business Meals - Attendees	0	0	0	0	0	0	135	0	0	0	0	0	0
8511-6340-78810 Business Meals - Attendees	0	0	0	0	0	0	120	0	0	0	0	0	0
8511-7075-78810 Business Meals - Attendees	0	0	250	164	(52)	0	0	0	0	0	0	0	0
8511-7076-78810 Business Meals - Attendees	0	0	83	0	0	0	0	1,054	0	0	0	0	0
8511-7500-78810 Business Meals - Attendees	0	0	0	0	0	0	0	0	0	0	0	0	91
8511-7570-78810 Business Meals - Attendees	0	0	0	0	0	0	0	0	0	0	0	0	101
8511-7630-78810 Business Meals - Attendees	0	0	0	0	0	0	0	0	0	0	44	0	0
8511-8231-78810 Business Meals - Attendees	0	0	0	0	0	0	42	0	0	0	0	0	0
8511-8560-78810 Business Meals - Attendees	0	0	0	0	0	0	0	0	0	0	22	0	0
8511-8810-78810 Business Meals - Attendees	0	0	161	239	74	0	0	0	17	83	0	80	0
8511-8650-78810 Business Meals - Attendees	0	0	0	0	0	0	0	0	35	0	0	0	0
8511-8752-78810 Business Meals - Attendees	0	0	0	170	0	0	0	0	0	0	0	0	0
8511-8754-78810 Business Meals - Attendees	0	0	0	0	0	0	0	0	0	0	13	0	0
Total 78810 Business Meals	0	0	494	573	(8)	0	297	1,054	52	83	79	80	192
78811 Catering & Business Meals.													
8511-7075-78811 Catering and Business Meals	0	0	0	0	0	0	200	0	0	0	0	0	0
8511-7427-78811 Catering and Business Meals	250	0	0	0	0	0	0	0	0	0	0	0	0
8511-8810-78811 Catering and Business Meals	0	0	0	0	0	0	0	0	0	0	0	1,400	1,141
Total 78811 Catering & Business Meals	250	0	0	0	0	0	200	0	0	0	0	1,400	1,141
78813 Individual Meals.													
8511-6188-78813 Taxi	0	0	0	0	0	0	130	0	0	0	0	0	0
8511-7570-78813 Individual Meals	0	0	0	0	0	0	0	0	0	0	0	0	55
8511-8231-78813 Taxi	0	0	0	0	0	0	59	0	0	0	0	0	0
8511-8810-78813 Individual Meals	0	0	202	0	194	0	0	0	22	268	0	85	0
8511-8650-78813 Individual Meals	0	0	0	0	56	0	0	0	48	0	0	0	0
8511-8720-78813 Individual Meals	0	0	0	0	84	0	0	0	0	0	0	0	0
8511-8752-78813 Individual Meals	0	0	0	62	0	0	0	0	0	0	0	0	0
8511-8754-78813 Individual Meals	0	0	0	0	0	0	0	0	0	79	81	0	0
Total 78813 Individual Meals	0	0	202	62	334	0	188	0	68	347	81	85	55
78814 Entertainment - Staff													
8511-7075-78814 Entertainment - Staff	12	0	0	0	0	0	0	0	0	0	0	0	0
Total 78814 Entertainment - Staff	12	0	0	0	0	0	0	0	0	0	0	0	0
78900 Recruiting:													
8511-6179-78900 Recruiting	612	0	0	0	0	0	0	0	0	0	0	0	0
8511-8810-78900 Recruiting	17,025	(525)	1,050	525	1,530	0	0	0	0	(20,000)	5,000	0	0
8511-8850-78900 Recruiting	2,131	2,730	0	0	(5,342)	4,410	3,697	84,389	4,843	10,690	0	93,664	71,600
Total 78900 Recruiting	19,768	2,205	1,050	525	(3,812)	4,410	3,697	84,389	4,843	(9,310)	5,000	93,664	71,600
78911 Physician Recruitment:													
-8810-78911 PHYSICIAN RECRUITMENT	(48,071)	16,447	13,572	10,981	14,544	(55,545)	0	0	0	0	0	0	0
Total 78911 Physician Recruitment	(48,071)	16,447	13,572	10,981	14,544	(55,545)	0	0	0	0	0	0	0
79000 Other Expenses													

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8811-8182-79000 Other Expenses	114	0	0	0	0	0	0	0	0	0	0	0	0
8811-8184-79000 Other Expenses	0	0	0	0	0	0	0	0	1,915	0	0	0	0
8811-8188-79000 Other Expenses	0	0	0	0	0	0	0	0	0	0	0	250	0
8811-8340-79000 Other Expenses	0	0	0	0	158	0	0	0	0	0	0	0	0
8811-8382-79000 Other Expenses	0	0	0	0	0	0	0	0	250	0	0	0	0
8811-8580-79000 Other Expenses	0	0	0	0	0	0	0	129	0	0	0	0	0
8811-7010-79000 Other Expenses	0	0	0	0	0	0	0	0	792	0	18	0	0
8811-7011-79000 Other Expenses	0	0	0	0	715	2,400	0	1,940	0	0	0	0	0
8811-7041-79000 Other Expenses	701	0	0	0	0	0	0	0	0	0	0	0	0
8811-7075-79000 Other Expenses	62	0	7	8	16	23	18	97	11	10	14	69	23
8811-7076-79000 Other Expenses	0	0	0	0	0	367	0	0	0	0	0	0	0
8811-7288-79000 Other Expenses	0	0	167	0	0	0	0	0	0	0	0	0	0
8811-7400-79000 Other Expenses	0	0	0	0	0	0	0	0	250	0	0	0	0
8811-7420-79000 Other Expenses	300	0	0	0	0	0	0	0	0	0	0	529	0
8811-7800-79000 Other Expenses	0	0	0	0	0	0	0	0	0	0	0	0	68
8811-7570-79000 Other Expenses	0	0	0	0	0	0	0	0	0	0	0	0	6
8811-7710-79000 Other Expenses	0	0	0	120	0	0	1,780	0	0	0	0	0	0
8811-8049-79000 Other Expenses	0	0	0	18	0	0	0	0	1,125	0	0	0	200
8811-8340-79000 Other Expenses	0	0	298	82	(23)	0	182	0	0	15	45	81	138
8811-8810-79000 Other Expenses	89,135	0	(1,773)	2,556	3,644	28,308	208	0	18,445	68,717	38,446	(937)	2,484,009
8811-8818-79000 Other Expenses	76	18	0	0	0	0	0	0	0	0	0	0	0
8811-8850-79000 Other Expenses	0	0	0	0	0	0	0	0	649	0	0	0	0
8811-8870-79000 Other Expenses	0	0	0	0	0	0	0	0	0	1,484	0	0	0
8811-8720-79000 Other Expenses	0	0	0	0	0	0	0	0	0	1,700	0	0	5,712
8811-8771-79000 Other Expenses	375	0	0	0	0	0	0	0	0	0	0	0	408
8811-8881-79000 Miscellaneous Expenses	0	0	0	0	0	0	1,251	0	0	25	3,725	0	0
8811-8890-79000 Other Expenses	454	223	0	238	0	0	0	0	0	0	0	0	968
Total. 79000 Other Expenses	91,218	238	(1,303)	3,020	4,410	31,098	3,409	2,182	23,438	71,952	42,247	(11)	2,491,549
79003 Gifts & Entertainment:													
8811-7075-79003 Gifts & Entertainment	0	0	0	0	0	0	0	154	0	0	0	0	0
Total. 79003 Gifts & Entertainment	0	0	0	0	0	0	0	154	0	0	0	0	0
79004 Children Outreach													
8811-8049-79004 Children Outreach	0	0	0	400	0	0	0	0	0	0	0	0	0
Total. 79004 Children Outreach	0	0	0	400	0	0	0	0	0	0	0	0	0
79010 Postage:													
8811-8310-79010 Postage	3,808	3,120	6,988	4,298	4,119	9,398	4,313	7,356	9,408	6,789	12,287	6,031	2,490
8811-8810-79010 Postage	0	0	0	0	0	500	0	0	0	0	0	0	0
Total. 79010 Postage	3,808	3,120	6,988	4,298	4,119	9,898	4,313	7,356	9,408	6,789	12,287	6,031	2,490
11 Loss of Property Reimbursemnet:													
8811-6010-79011 LOSS PROPERTY REIMBURSEMENT	0	0	0	0	100	0	0	0	0	0	0	0	0
8811-8151-79011 LOSS PROPERTY REIMBURSEMENT	0	0	0	0	100	0	0	0	0	0	0	0	0
8811-7010-79011 LOSS PROPERTY REIMBURSEMENT	0	0	0	0	600	0	0	0	0	0	0	0	0
8811-7420-79011 LOSS PROPERTY REIMBURSEMENT	0	0	0	0	147	0	0	0	0	0	0	0	0
Total. 79011 Loss of Property Reimbursemnet	0	0	0	0	947	0	0	0	0	0	0	0	0
79016 Bad Debt - Non Patient:													
8811-8201-79016 BAD DEBT - NON PATIENT	(6,637)	(1,137)	(1,026)	(1,429)	(1,414)	(1,119)	(1,009)	(152)	(2,428)	(832)	(1,053)	(727)	(934)
8811-8202-79016 BAD DEBT - NON PATIENT	(1,079)	(509)	(899)	(729)	(429)	80	(250)	0	(550)	(240)	(200)	(440)	(190)
Total. 79016 Bad Debt - Non Patient	(7,716)	(1,646)	(1,925)	(2,158)	(1,842)	(1,039)	(1,259)	(152)	(2,978)	(1,072)	(1,253)	(1,167)	(1,124)
79030 Miscellaneous Bank Fees.													
8811-8810-79030 Miscellaneous Bank Fees	216	0	0	0	0	0	0	0	0	0	0	0	0
Total. 79030 Miscellaneous Bank Fees	216	0	0	0	0	0	0	0	0	0	0	0	0
79050 Community Benefit Expenses													
8811-7400-79050 Community Benefit Expenses	0	0	0	0	273	0	0	0	0	0	254	0	292
8811-8810-79050 Community Benefit Expenses	0	0	0	4,695	0	0	0	0	0	0	0	0	0
8811-8830-79050 Community Benefit Expenses	75	0	0	0	0	0	0	0	0	0	0	0	0
8811-8751-79050 Community Benefit Expenses	0	0	0	0	0	0	18	0	0	0	0	0	0
Total. 79050 Community Benefit Expenses	75	0	0	4,695	273	0	18	0	0	0	254	0	292
79060 Charity													
8811-8780-79060 Charity	7,138	7,440	7,744	7,440	7,641	7,641	7,641	7,641	7,641	7,641	7,641	7,641	7,641
Total 79060 Charity	7,138	7,440	7,744	7,440	7,641	7,641	7,641	7,641	7,641	7,641	7,641	7,641	7,641
79073 Contribution Fees.													
8811-8890-79073 Contribution Fees	0	0	0	0	8,972,392	0	26,518,137	1,671,124	2,170,294	2,170,294	2,170,294	5,204,150	4,038,200
Total. 79073 Contribution Fees	0	0	0	0	8,972,392	0	26,518,137	1,671,124	2,170,294	2,170,294	2,170,294	5,204,150	4,038,200
79090 Advertising:													
8811-8810-79090 Advertising	2,000	0	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	(8,000)	15,720
8811-8830-79090 Advertising	200	300	0	0	0	0	0	0	0	0	0	0	0
8811-8850-79060 Advertising	(2,000)	2,000	0	0	0	0	0	0	0	0	0	0	0
Total. 79090 Advertising	200	2,300	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	(8,000)	15,720
79890 Cash - AP Offset Account:													
8811-9998-79890 Cash - AP Offset Account	(339,194)	0	0	0	0	0	0	0	0	0	0	0	(299,827)
Total. 79890 Cash - AP Offset Account	(339,194)	0	0	0	0	0	0	0	0	0	0	0	(299,827)
79893 Cash - PPE Purchase Temp Acct - Accrual													
-9998-79893 Cash - PPE Purchase Temp Acct	339,194	0	0	0	0	0	0	0	0	0	0	0	299,827
Total. 79893 Cash - PPE Purchase Temp Acct - Accrual	339,194	0	0	0	0	0	0	0	0	0	0	0	299,827
79898 Cash - Repayment Temp Acct:													

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8511-9998-79898 Cash - Repayment Temp Acct	303,492	316,627	316,627	316,627	316,627	316,627	316,627	316,627	316,627	316,627	316,627	316,627	316,627
Total 79898 Cash - Repayment Temp Acct	303,492	316,627	316,627	316,627	316,627	316,627	316,627	316,627	316,627	316,627	316,627	316,627	316,627
79898 Cash - Contra Offset Acct:													
8511-9998-79898 Cash - Contra Offset Acct	(303,492)	(316,627)	(316,627)	(316,627)	(316,627)	(316,627)	(316,627)	(316,627)	(316,627)	(316,627)	(316,627)	(316,627)	(316,627)
Total 79898 Cash - Contra Offset Acct	(303,492)	(316,627)	(316,627)	(316,627)	(316,627)	(316,627)	(316,627)	(316,627)	(316,627)	(316,627)	(316,627)	(316,627)	(316,627)
Total - Other Expenses	**173,887**	**96,887**	**79,265**	**130,994**	**9,098,926**	**129,836**	**25,735,293**	**1,808,878**	**2,323,039**	**2,337,928**	**2,369,150**	**5,420,141**	**6,736,490**
Total - P/S & Other Expenses	**11,275,436**	**13,002,443**	**12,814,762**	**12,022,987**	**24,558,413**	**14,578,308**	**38,902,207**	**15,998,970**	**15,967,551**	**16,612,882**	**16,106,431**	**19,855,293**	**20,503,046**
Bad Debt Expense:													
Insurance:													
76100 Insurance-Professional Liability													
8511-8830-76100 Insurance-Professional Liabil	368,394	233,132	278,343	279,606	292,497	288,359	277,799	260,372	82,840	188,331	269,216	256,154	256,681
Total 76100 Insurance-Professional Liability	368,394	233,132	278,343	279,606	292,497	288,359	277,799	260,372	82,840	188,331	269,216	256,154	256,681
76200 Insurance-Other													
8511-8840-76200 Insurance-Other	(82,119)	99,708	97,493	87,483	93,883	93,883	94,489	93,683	93,883	93,883	82,804	82,804	82,804
Total 76200 Insurance-Other	(82,119)	99,708	97,493	87,483	93,883	93,883	94,489	93,683	93,883	93,883	82,804	82,804	82,804
76250 Reinsurance Premium:													
8511-7900-76250 REINSURANCE PREMIUM	56,868	40,060	40,060	29,430	26,498	34,011	30,270	33,064	32,839	32,839	169,224	87,478	68,628
Total 76250 Reinsurance Premium	56,868	40,060	40,060	29,430	26,498	34,011	30,270	33,064	32,839	32,839	169,224	87,478	68,628
Total - Insurance	**344,143**	**372,900**	**405,896**	**396,726**	**412,656**	**416,034**	**402,558**	**387,099**	**179,142**	**314,834**	**521,244**	**406,433**	**408,111**
Utilities:													
77700 Utilities-Electricity													
8511-7268-77700 Utilities-Electricity	553	0	0	0	0	0	0	59	109	0	0	0	0
8511-8460-77700 Utilities-Electricity	232,951	321,721	327,501	331,110	255,281	202,832	213,430	169,579	201,399	209,901	212,611	228,179	280,030
8511-9250-77700 Utilities-Electricity	0	0	0	0	0	541	101	1,412	599	0	1,154	2,636	676
Total 77700 Utilities-Electricity	233,504	321,721	327,501	331,110	255,281	203,374	213,531	171,050	202,108	209,901	213,765	230,815	280,706
00 Utilities-Gas.													
1-8460-77800 Utilities-Gas	29,533	26,762	26,889	20,287	17,834	27,554	33,859	46,268	58,104	89,805	56,758	41,524	6,810
8511-9250-77800 Utilities-Gas	0	0	0	0	0	0	24	0	0	0	154	0	20
Total 77800 Utilities-Gas	29,533	26,762	26,889	20,287	17,834	27,554	33,883	46,268	58,104	89,805	56,840	41,524	6,830
77800 Utilities-Water													
8511-7185-77800 Utilities-Water	(290)	0	0	0	0	0	208	75	53	72	80	73	72
8511-7268-77800 Utilities-Water	75	515	0	53	40	38	35	35	38	53	35	175	87
8511-8460-77800 Utilities-Water	19,985	15,589	16,970	27,189	19,108	22,354	23,968	21,332	15,815	14,794	22,610	(4,648)	74,412
Total 77800 Utilities-Water	19,770	16,104	16,970	27,242	19,148	22,389	24,210	21,441	15,903	14,909	22,724	(4,301)	74,571
Total - Utilities	**282,807**	**368,888**	**370,360**	**378,638**	**292,263**	**253,316**	**271,424**	**258,760**	**309,113**	**314,615**	**293,429**	**268,036**	**371,907**
Depreciation													
77100 Depr&Amort-L& Improvements.													
8511-8810-77100 Depr -Land Improvements	14,125	13,980	13,980	13,980	14,015	14,015	14,015	14,014	14,015	14,014	14,015	14,014	14,015
Total 77100 Depr&Amort-L& Improvements	14,125	13,980	13,980	13,980	14,015	14,015	14,015	14,014	14,015	14,014	14,015	14,014	14,015
77200 Depr&Amort-Buildings & Improve.													
8511-8811-77200 Depr&Amort-Buildings & Improve	456,507	449,639	448,123	448,113	447,814	447,795	447,375	428,225	426,541	426,855	426,877	424,382	437,251
Total 77200 Depr&Amort-Buildings & Improve	456,507	449,639	448,123	448,113	447,814	447,795	447,375	428,225	426,541	426,855	426,877	424,382	437,251
77201 Depreciation Expense - FIN47													
8511-8811-77201 Depreciation Expense - FIN47	61	61	61	61	61	61	61	61	61	61	61	61	61
Total 77201 Depreciation Expense - FIN47	61	61	61	61	61	61	61	61	61	61	61	61	61
77400 Depr&Amort-Equip													
8511-8810-77400 Depr&Amort-Equip	319,599	296,300	316,137	310,485	287,148	291,582	319,826	280,401	263,379	262,613	265,517	285,018	333,430
Total 77400 Depr&Amort-Equip	319,599	296,300	316,137	310,485	287,148	291,582	319,826	280,401	263,379	262,613	265,517	285,018	333,430
Total - Depreciation	**790,291**	**759,980**	**781,301**	**772,639**	**749,136**	**753,433**	**781,280**	**722,701**	**705,995**	**703,543**	**706,469**	**723,475**	**784,757**
Amortization:													
77000 Depr&Amort-Intangible Assets.													
8511-8891-77000 Depr & Amort-Intangible Assets	0	0	0	0	0	65,366	23,291	10,741	17,808	33,984	38,812	6,669	59,566
Total 77000 Depr&Amort-Intangible Assets	0	0	0	0	0	65,366	23,291	10,741	17,808	33,984	38,812	6,669	59,566
Total Amortization	**0**	**0**	**0**	**0**	**0**	**65,366**	**23,291**	**10,741**	**17,808**	**33,984**	**38,812**	**6,669**	**59,566**
Interest Expense:													
8410 Interest Expense - Long Term Debt:													
8660-79410 Interest Expense - Long & ShortTerm Debt	368,496	339,454	339,454	339,454	339,454	339,454	339,454	339,454	339,454	339,454	339,454	339,454	339,454
Total 79410 Interest Expense - Long Term Debt	368,496	339,454	339,454	339,454	339,454	339,454	339,454	339,454	339,454	339,454	339,454	339,454	339,454
79490 Interest Expense-Other													

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8511-8870-78490 Interest Expense-Other	(1,145)	(9,155)	(11,970)	(11,904)	(12,027)	(12,644)	(7,521)	(8,200)	(7,051)	(8,261)	(12,800)	(13,800)	(8,979)
Total 78490 Interest Expense-Other	(1,145)	(9,155)	(11,970)	(11,904)	(12,027)	(12,644)	(7,521)	(8,200)	(7,051)	(8,261)	(12,800)	(13,800)	(8,979)
Total - Interest Expense	**355,350**	**330,299**	**327,484**	**327,550**	**327,428**	**326,810**	**331,933**	**331,255**	**332,403**	**331,193**	**326,655**	**325,854**	**332,475**
Total Expenses	**33,976,629**	**36,646,081**	**36,963,370**	**36,358,784**	**48,938,777**	**38,897,094**	**62,729,412**	**41,032,440**	**39,982,116**	**43,068,138**	**41,298,503**	**43,345,860**	**45,513,312**
Operating Income	**2,046,934**	**(2,189,703)**	**(2,454,272)**	**(767,473)**	**47,014,055**	**(3,762,587)**	**19,156,075**	**899,543**	**(3,128,316)**	**(5,379,280)**	**(6,131,633)**	**16,008,513**	**5,082,955**
Investment Income:													
Investment Earnings													
8511-9083-59810 INVESTMENT INCOME - OTHER	1	2	0	2	4	0	0	6	2	2	0	5	2
Total Investment Earnings	1	2	0	2	4	0	0	6	2	2	0	5	2
Total - Investment Income	**1**	**2**	**0**	**2**	**4**	**0**	**0**	**6**	**2**	**2**	**0**	**5**	**2**
Net Income	**2,046,935**	**(2,189,701)**	**(2,454,272)**	**(767,472)**	**47,014,059**	**(3,762,567)**	**19,156,075**	**899,549**	**(3,126,314)**	**(5,379,278)**	**(6,131,633)**	**16,008,518**	**5,082,957**

Verity Health System
St Francis Medical Center
Balance Sheet
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Assets													
Current Assets:													
Cash	$27,888,083	$8,617,300	$8,711,888	$4,434,294	$20,773,070	$12,794,920	$10,644,128	$12,094,822	$8,987,738	$7,822,849	$4,685,124	$20,540,710	$17,966,543
Accounts Receivable	540,923,887	554,819,215	564,923,180	593,972,636	599,561,650	617,198,798	621,182,879	631,020,621	619,976,624	584,338,630	570,982,657	524,747,714	524,798,748
Contractual Allowances	(440,451,180)	(450,948,699)	(459,585,528)	(484,545,087)	(489,026,527)	(508,616,692)	(513,148,568)	(522,144,838)	(512,216,583)	(479,864,699)	(470,259,041)	(431,052,554)	(433,767,110)
Allowance for Uncollectible Accounts	(13,287,012)	(15,506,060)	(16,780,888)	(19,180,885)	(22,047,114)	(23,798,660)	(24,439,007)	(25,628,608)	(26,893,069)	(29,918,107)	(30,442,108)	(26,416,799)	(26,745,038)
Net Accounts Receivable	87,216,795	88,361,456	88,556,965	90,246,663	88,688,010	84,783,447	83,575,307	83,247,175	80,884,957	74,555,825	70,281,508	66,278,361	66,284,602
Due from Governmental Agencies	5,527,926	8,403,961	9,023,239	14,181,433	17,004,739	19,828,045	11,630,284	8,883,810	9,573,118	8,015,204	1,997,195	4,095,583	4,513,103
Due from Related Corporations	316,474,161	326,828,124	324,175,482	320,073,349	311,697,458	336,324,051	340,453,188	335,932,077	339,250,605	334,533,660	340,694,912	348,758,315	364,882,852
Supplies Inventories, at cost	6,478,557	6,457,220	6,454,681	6,422,119	6,413,650	6,382,561	6,385,651	6,378,299	6,430,963	6,396,921	6,393,648	6,401,788	6,287,798
Other Current Assets	30,112,574	27,452,143	26,904,703	25,557,177	50,260,064	25,535,948	76,167,354	83,244,288	88,971,665	67,890,076	52,397,717	43,769,208	39,385,188
Total Current Assets	473,695,105	488,120,294	483,826,958	480,915,037	494,770,211	485,750,673	528,075,913	529,760,771	530,076,068	499,114,734	476,450,005	488,845,235	488,280,195
Board-designated for -													
Net Operating Property, Plant & Equipment													
Land	1,819,699	1,819,699	1,819,699	1,819,699	1,819,699	1,819,699	1,819,699	1,819,699	1,819,699	1,819,699	1,819,699	1,819,699	1,819,699
Land Improvements	5,175,559	5,175,559	5,175,559	5,175,559	5,200,324	5,200,324	5,200,324	5,200,324	5,200,324	5,200,324	5,200,324	5,200,324	5,200,324
Buildings/LHI	172,714,109	172,734,049	172,737,513	173,003,126	173,073,528	173,073,528	173,073,528	173,203,480	173,203,480	173,203,480	173,203,730	173,203,730	173,684,016
Buildings Service Equipment	18,740,654	18,740,654	18,752,110	18,775,788	18,775,788	18,775,788	18,881,120	18,881,120	18,881,120	18,881,120	18,881,120	18,881,120	18,881,120
Equipment	122,793,504	122,831,641	122,920,831	122,943,917	122,983,404	123,024,848	124,180,239	124,360,673	124,478,319	124,647,336	124,815,292	125,741,291	125,495,114
Construction in Progress	1,982,073	2,040,536	2,568,820	2,562,849	2,442,518	2,551,507	1,585,541	1,797,879	1,835,607	2,150,490	2,430,421	3,124,777	2,168,325
Total Fixed Assets	323,105,597	323,342,137	323,974,331	324,280,938	324,297,258	324,445,692	324,740,448	325,273,274	325,478,549	325,902,449	326,350,585	327,970,940	328,248,598
Less - Accumulated Depreciation	(228,132,898)	(228,692,878)	(228,671,095)	(230,432,772)	(231,192,872)	(231,946,305)	(232,716,622)	(233,439,324)	(234,143,467)	(234,647,010)	(236,553,479)	(236,278,954)	(237,061,711)
Net Operating PP&E	94,972,701	94,449,261	94,303,236	93,848,166	93 104,386	92,499,387	92,023,826	91 533 950	91 332 083	91,055,439	90,797,106	91,693,986	91,183,887
Other Assets:													
Notes Receivable LT	58,487	18,510	(58,652)	70,303	70,303	126,683	56,210	148,481	232,478	188,144	195,993	223,458	233,006
Other LT Assets	39,722	23,322	23,322	23,322	23,322	23,322	23,322	23,322	23,322	23,322	23,322	23,322	23,322
Total Other Assets	98,189	41,832	(33,330)	93,625	93,625	150,005	81,532	171,813	255,798	211,466	219,315	246,780	256,325
Total Assets	568,765,996	560,611,357	558,096,864	554,856,827	567,968,222	578,410,064	620,181,271	621,766,534	621,666,939	590,381,640	567,466,426	580,788,002	579,720,411
Liabilities and Fund Balances													
Current Liabilities:													
Current maturities of long-term debt	3,799,527	3,799,527	3,799,527	3,799,527	3,799,527	3,799,527	3,799,527	3,799,527	3,799,527	3,799,527	3,799,527	3,799,527	4,076,286
Accounts Payable	11,334,740	11,409,030	13,011,442	14,838,797	12,663,084	9,521,859	10,346,432	11,164,802	11,722,378	11,183,674	8,788,658	9,318,760	7,685,734
Due to governmental agencies	2,629,404	2,671,005	3,168,883	3,202,301	3,388,099	745,444	901,118	1,172,720	1,115,163	1,203,999	1,652,011	1,762,608	2,038,739
Due to related entities	1,315,000	1,306,000	1,321,000	1,328,500	1,336,000	1,345,000	1,357,000	1,372,000	1,376,500	1,408,700	1,426,400	1,438,400	1,324,456
Accrued Liabilities-													
Payroll	5,835,455	5,426,109	2,378,092	3,729,285	4,488,695	5,888,179	7,032,175	8,924,145	6,922,158	4,126,681	4,481,440	5,791,703	7,097,144
Vacation & Other Compensated Absences	9,207,785	8,961,247	8,942,187	9,218,081	9,509,869	9,921,569	9,493,391	9,562,914	10,026,444	10,417,672	10,504,624	10,518,330	10,557,943
Other	53,158,708	48,671,727	50,001,218	51,473,743	43,338,902	42,025,908	88,273,542	88,124,393	70,288,077	50,543,399	35,881,738	31,432,748	38,684,960
Total Current Liabilities	87,180,620	82,444,645	82,611,349	87,590,234	78,812,376	73,045,477	101,203,187	102,120,502	105,250,246	83,073,151	68,518,488	64,053,095	71,845,261
Other Liabilities:													
Pension Plan LT	103,797,000	103,882,250	103,977,500	101,649,250	97,045,008	97,140,258	92,675,008	92,770,258	92,849,748	89,452,998	89,548,248	89,643,498	77,944,000
Other Liabilities LT	183,431	183,431	183,431	183,431	183,431	183,431	183,431	183,431	183,431	183,431	183,431	183,431	183,431
Total Other Liabilities	103,970,431	104,065,681	104,160,931	101,832,681	97,228,439	97,323,689	92,858,439	92,953,689	93,033,179	89,636,429	89,731,679	89,826,929	78,127,431
ong-Term Debt:													
is Payable	66,184,206	67,887,579	67,550,952	67,234,325	66,917,697	66,601,070	66,294,443	66,967,815	65,651,188	65,334,561	65,017,934	64,701,306	64,107,621
Long-Term Debt	66,184,206	67,887,579	67,550,952	67,234,325	66,917,697	66,601,070	66,294,443	65,967,815	65,651,188	65,334,561	65,017,934	64,701,306	64,107,621
NET ASSETS:													
Unrestricted	240,180,305	308,379,031	308,379,031	303,578,005	303,691,561	303,691,561	302,841,561	302,841,561	302,841,561	302,841,561	302,841,561	302,841,561	311,183,750
YTD Net Income	69,188,729	(2,189,701)	(4,643,974)	(5,411,445)	41,922,613	37,840,027	56,896,102	57,835,651	54,767,337	48,388,059	43,266,426	59,264,944	64,347,901
Temporarily Restricted	51,707	44,121	36,574	33,027	15,518	8,221	(2,480)	(12,703)	119,408	107,858	102,309	98,147	98,147
Total Net Assets	309,430,738	306,233,452	303,773,632	298,199,587	345,209,710	341,439,628	359,835,202	360,724,529	357,722,326	352,337,498	348,200,316	362,204,672	375,629,798
TOTAL LIABILITIES AND FUND BALANCE	568,765,996	560,611,357	558,096,864	554,856,827	567,968,222	578,410,064	620,181,271	621,766,534	621,666,939	590,381,640	567,466,426	580,788,002	589,720,411
Total Assets	568,765,996	560,611,357	558,096,864	554,856,827	567,968,222	578,410,064	620,181,271	621,766,534	621,666,939	590,381,640	567,466,426	580,788,002	589,720,411
Total Liabilities	259,335,258	254,377,906	254,323,232	256,587,239	242,758,512	236,970,236	260,348,068	261,042,006	263,944,613	238,044,141	221,268,110	216,581,330	214,080,813
Total Equity	309,430,738	306,233,452	303,773,632	298,199,587	345,209,710	341,439,628	359,835,202	360,724,529	357,722,326	352,337,498	348,200,316	362,204,672	376,639,798

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Verity Health System
St Francis Medical Center
Balance Sheet
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Assets													
Current Assets:													
Cash													
8511-1001-10008 Cash - BofA LockBox	$1,715,465	$3,637,852	$1,668,590	$1,912,015	$19,083,154	$2,540,628	$1,520,188	$2,455,580	$1,876,040	$2,819,409	$1,365,114	$1,535,768	$1,513,772
8511-1001-10018 Disbursement Checking - DOC	0	0	0	0	0	0	0	0	0	0	0	1,540	1,540
8511-1001-10025 Cash - Disbursement Checking - E	29,288,087	5,569,540	6,299,145	1,662,003	1,792,634	10,428,063	8,520,337	8,196,699	319,452	4,887,975	3,040,887	19,589,192	16,059,040
8511-1002-10020 Cash - Payroll Checking	167,261	(1,750,280)	89,436	95,162	148,133	147,888	150,062	4,316,881	4,292,158	187,469	184,460	189,962	184,345
8511-1003-10017 Cash - HCLA	0	0	0	0	0	0	0	0	2,137	2,137	2,137	2,137	2,137
8511-1003-10031 Cash - FSA Checking	133,389	139,820	156,350	163,930	169,467	177,964	155,483	203,999	196,798	188,168	185,559	185,559	185,559
8511-1003-10032 CASH US BANK DEPOSITORY	9,005	9,738	10,689	11,642	13,009	14,077	15,036	16,245	17,848	18,307	19,309	19,890	19,935
8511-1003-10033 CASH US BANK SFCC NORTH	14,600	15,159	16,058	16,788	17,218	17,136	17,386	17,686	17,936	18,178	18,376	18,916	19,106
8511-1003-10037 Cash - CMS Cap Management	186,569	502,417	79,684	194,637	(113,302)	(674,183)	(89,625)	(362,157)	(53,647)	(354,755)	(489,794)	(675,854)	(564,837)
8511-1003-10038 Cash - AppleCare	357,250	385,776	388,657	359,698	(343,681)	334,928	319,841	(758,402)	282,177	328,824	311,855	(479,963)	473,123
8511-1003-10039 Cap Mgmt SRVS - CHMSO	0	0	0	0	0	0	0	0	28,721	38,721	38,721	148,224	154,844
8511-1004-10040 Imprest / Petty Cash Funds	3,500	3,500	3,500	3,642	3,642	3,642	3,642	3,642	3,642	3,642	3,642	3,642	3,500
8511-1009-10035 Cash MOB MANAGEMENT CHE	4,778	4,778	4,778	4,778	4,778	4,778	4,778	4,778	4,778	4,778	4,778	4,778	4,778
Total Cash	27,888,083	8,517,300	8,711,888	4,434,294	20,773,070	12,794,920	10,644,126	12,094,822	6,987,736	7,822,849	4,665,124	20,540,710	17,966,543
Accounts Receivable:													
8511-1020-10200 Patient Accounts Receivable	541,753,923	556,138,453	566,427,544	585,673,140	599,899,575	617,217,968	621,164,009	631,084,425	620,050,889	684,338,630	571,317,380	524,831,834	524,806,377
8511-1029-10260 A/R-Home Health	(829,837)	(1,320,238)	(1,504,388)	(1,700,506)	(237,925)	(19,189)	(1,130)	(63,504)	(74,266)	0	(334,703)	(63,920)	(9,828)
Total: Accounts Receivable	540,923,087	554,818,216	564,923,190	583,972,635	599,661,650	617,198,798	621,162,879	631,020,921	619,976,624	684,338,630	570,982,657	524,767,914	524,796,748
Contractual Allowances:													
8511-1042-11141 ALLOW - CA ACUTE MCARE FF	(29,068,218)	(29,246,499)	(28,852,897)	(29,514,625)	(29,521,177)	(30,890,545)	(31,440,694)	(32,648,640)	(28,062,601)	(29,598,356)	(28,139,013)	(23,686,430)	(20,296,150)
8511-1042-14641 ALLOW - CA OP MCARE	(5,829,955)	(5,743,773)	(5,000,439)	(5,079,926)	(5,343,647)	(5,882,279)	(6,651,535)	(6,362,130)	(6,117,580)	(4,992,444)	(4,920,058)	(4,456,768)	(4,354,109)
8511-1043-11142 ALLOW - CA ACUTE MCARE MC	(161,698,485)	(162,230,978)	(169,467,950)	(206,800,991)	(207,078,750)	(214,865,145)	(203,259,524)	(208,578,876)	(206,018,143)	(197,144,875)	(183,222,142)	(161,708,178)	(155,183,283)
8511-1043-14642 ALLOW - CA OP MCARE MGD C	(89,904,194)	(97,268,997)	(93,060,753)	(98,482,659)	(95,579,639)	(96,710,384)	(95,242,324)	(96,474,699)	(104,182,324)	(106,566,908)	(108,791,658)	(108,412,704)	(104,243,065)
8511-1043-14643 ALLOW - CA OP MCARE RISK	(45,108,647)	(44,594,259)	(50,503,255)	(50,697,020)	(54,633,831)	(66,833,376)	(85,846,686)	(81,575,852)	(58,083,586)	(48,349,554)	(50,843,357)	(38,778,421)	(32,592,883)
8511-1044-11151 ALLOW - CA ACUTE MCAL FFS	(55,185,907)	(52,814,948)	(54,948,555)	(48,328,894)	(47,898,244)	(45,704,922)	(62,936,533)	(98,127,431)	(93,002,074)	(47,668,157)	(48,750,594)	(48,750,963)	(52,113,461)
8511-1044-14651 ALLOW - CA OP MCAL FFS	(15,052,629)	(11,771,804)	(11,321,941)	(11,041,436)	(11,827,192)	(11,870,225)	(15,292,912)	(15,759,385)	(18,429,389)	(14,488,003)	(14,053,288)	(12,548,531)	(13,881,908)
8511-1048-11171 ALLOW - CA ACUTE COUNTY T	1,663,936	3,424,888	2,492,651	4,838,965	4,832,833	257,010	2,615,306	2,666,172	3,585,550	4,062,760	4,264,142	2,904,610	2,931,333
8511-1049-10420 Allowance For Charity	(6,806,060)	(7,526,462)	(7,382,461)	(9,353,458)	(8,907,587)	(7,908,567)	(6,477,884)	(8,277,427)	(8,977,815)	(10,802,856)	(12,293,588)	(7,563,589)	(8,213,497)
8511-1048-11122 Allowance for Other Indigent	(7,805,092)	(8,846,993)	(9,442,178)	(9,698,758)	(9,104,552)	(10,669,542)	(10,749,392)	(10,894,679)	(10,551,328)	(10,026,968)	(9,204,056)	(8,437,578)	(8,180,940)
8511-1048-11161 ALLOW - CA ACUTE OTHER GC	(15,876,931)	(13,897,283)	(12,999,520)	(11,509,295)	(14,366,841)	(15,898,697)	(15,668,381)	(14,823,892)	(14,372,296)	(17,379,738)	(16,595,131)	(29,506,445)	(27,639,180)
Total Contractual Allowances	(440,481,180)	(450,948,699)	(459,585,528)	(484,548,087)	(489,025,527)	(508,616,692)	(513,145,568)	(522,144,838)	(512,216,588)	(479,964,699)	(470,259,041)	(431,052,364)	(433,797,110)
Allowance for Uncollectible Accounts:													
8511-1041-10407 BAD DEBT RECOVERIES	(3,616,051)	(3,567,440)	(3,696,635)	(3,626,974)	(3,650,226)	(3,663,715)	(3,691,946)	(3,722,933)	(3,753,445)	(3,802,685)	(3,840,564)	(3,852,902)	(3,894,634)
8511-1041-10410 Allowance for Bad Debt	(9,740,961)	(11,938,819)	(13,184,051)	(15,553,910)	(15,396,888)	(20,122,945)	(20,747,061)	(21,905,675)	(23,129,624)	(28,115,422)	(29,601,844)	(24,562,697)	(21,650,402)
Total Allowance for Uncollectible Accounts	(13,257,012)	(15,506,060)	(16,780,686)	(19,180,885)	(22,047,114)	(23,786,660)	(24,439,007)	(25,628,608)	(26,883,069)	(29,918,107)	(33,442,108)	(28,415,599)	(25,745,036)
Net Accounts Receivable	87,215,795	88,361,456	88,556,965	90,246,663	85,589,010	84,795,447	83,575,307	83,247,476	80,894,967	74,455,824	70,281,508	65,276,951	65,254,602
Due from Governmental Agencies:													
8511-1051-10510 Rec from Third-Party-Medicare	952,256	1,004,988	1,013,270	849,763	849,763	849,763	849,763	849,763	849,763	849,763	849,763	849,763	849,763
8511-1052-10520 Rec from Third-Party-Medicaid	3,916,337	5,538,090	7,750,803	12,181,922	14,104,848	16,027,398	7,129,024	7,359,850	7,188,375	4,708,877	(243,781)	952,294	5,028,253
8511-1053-10530 Rec from Third-Party - SB1255	0	841,667	1,263,334	1,925,000	2,588,667	3,208,334	3,850,000	393,884	1,035,551	1,677,318	356,051	997,718	0
8511-1053-10531 Rec from Third-Party- SB 1732 CF	660,312	843,645	(1,186,338)	(1,002,092)	(816,669)	(635,338)	(452,003)	(268,670)	(85,337)	97,996	281,329	464,662	(1,384,913)
8511-1053-10532 Rec from Third-Party - SB 474	0	75,563	151,187	226,750	302,333	377,917	453,500	529,083	604,667	680,250	755,833	831,417	0
Total: Due from Governmental Agencies	5,527,926	8,403,961	9,023,239	14,181,433	17,004,739	19,828,045	11,830,284	8,863,810	9,573,119	8,015,204	1,897,195	4,095,883	4,513,103
Due from Related Corporations:													
8511-1090-10905 I/C A/R - Seton 6011	31,184,996	30,684,996	30,684,996	30,639,824	30,439,824	37,939,824	37,939,824	37,939,824	37,939,824	37,939,824	37,939,824	37,939,824	37,939,824
8511-1090-10908 I/C A/R - Verity Holding LLC 8054	50,957	56,389	62,608	60,000	68,726	71,418	71,418	107,686	137,686	219,474	219,474	219,474	0
8511-1090-10910 I/C A/R - Seton Coastside 5012	1,804,178	1,804,176	2,154,176	2,153,197	2,453,197	2,953,197	2,953,197	2,953,197	2,953,197	2,953,197	2,953,197	2,953,197	3,015,289
8511-1090-10932 I/C A/R - VBS 8050	1,622,288	1,684,791	2,093,640	1,380,213	1,574,293	2,155,982	2,050,942	1,566,421	1,709,758	3,323,675	5,530,744	4,358,614	3,223,471
1-1090-10960 I/C A/R - St. Vincent 6510	108,681,893	107,564,204	107,673,062	105,601,310	106,729,413	109,010,832	107,457,978	107,423,371	107,335,481	107,348,340	107,262,840	107,263,055	107,262,807
1-1090-10966 I/C A/R - Seton 6010	92,388,591	91,384,583	89,885,293	87,338,330	84,338,856	84,338,856	84,317,900	84,317,900	84,317,900	84,317,900	88,314,189	88,314,189	88,313,597
1-1090-10968 I/C A/R - St. Louise 6011	15,769,318	14,769,344	14,769,605	15,277,905	15,277,905	15,277,905	15,277,905	15,277,905	15,277,905	15,277,905	15,277,905	15,277,905	15,277,905
1-1090-10971 I/C A/R - Verity Health System 80	57,060,971	70,446,621	88,843,327	88,656,561	81,367,630	75,990,252	80,543,058	76,397,054	78,384,045	73,284,352	75,342,673	84,812,803	101,630,305
11-1090-10978 I/CA/R - St. Vincent Foundation St	0	0	0	0	0	0	0	5,000	5,000	5,000	5,000	5,000	5,000
8511-1090-10976 I/C A/R - St. Francis Foundation S	7,914,230	9,210,441	8,288,675	8,768,006	9,482,653	9,589,903	9,840,968	9,945,290	10,182,747	7,890,140	7,819,288	7,616,735	8,197,070
Total, Due from Related Corporations	316,474,161	326,928,124	324,175,482	320,073,349	311,697,468	338,324,051	340,453,186	335,932,077	339,250,605	334,533,890	340,894,912	349,758,315	364,862,952
Supplies Inventories, at cost.													
8511-1081-10810 Inventory - General Stores	255,797	255,943	239,218	229,772	238,648	230,682	236,395	231,749	278,413	214,884	224,480	229,884	167,270
8511-1082-10820 Inventory - Pharmacy	950,287	950,287	950,287	950,287	950,287	950,287	950,287	950,287	950,287	950,287	950,287	950,287	1,102,418
8511-1083-10830 Inventory - Central Supply	68,666	70,722	90,289	88,088	93,079	93,223	60,600	78,388	84,388	113,754	100,904	104,720	81,093
8511-1084-10840 Inventory - Dietary	38,147	38,147	38,147	38,147	38,147	38,147	38,147	38,147	38,147	38,147	38,147	38,147	41,000
8511-1088-10880 Inventory - Surgery	3,455,097	3,455,097	3,455,097	3,455,097	3,455,097	3,455,097	3,455,097	3,455,097	3,455,097	3,455,097	3,455,097	3,455,097	3,273,190
8511-1088-10882 INVENTORY ER	53,912	53,912	53,912	53,912	53,912	53,912	53,912	53,912	53,912	53,912	53,912	53,912	58,505
8511-1089-10890 Inventory - Other	630,922	630,922	630,922	630,922	630,922	630,922	630,922	630,922	630,922	630,922	630,922	630,922	649,614
8511-1089-10891 INVENTORY RADIOLOGY	459,074	459,074	459,074	459,074	459,074	459,074	459,074	459,074	459,074	459,074	459,074	459,074	396,408
8511-1089-10892 INVENTORY CATH LAB	357,750	336,281	330,820	309,905	289,878	274,302	274,302	273,829	273,829	273,829	273,829	273,829	272,255
8511-1089-10893 INVENTORY LABORATORY	208,914	208,914	208,914	208,914	208,914	208,914	208,914	208,914	208,914	208,914	208,914	208,914	226,045
Total: Supplies Inventories, at cost	6,478,567	6,457,280	6,454,681	6,422,118	6,415,860	6,382,661	6,385,651	6,378,299	6,430,963	6,396,921	6,393,548	6,401,798	6,267,796
Other Current Assets:													
8511-1068-10680 Notes Receivable Short Term	458,812	459,387	451,818	292,141	293,988	239,224	250,334	251,342	252,260	304,429	306,301	307,340	320,457
8511-1069-10661 Reserve For Notes Receivable	(293,956)	(270,446)	(206,856)	(177,711)	(182,258)	(202,077)	(169,245)	(180,836)	(199,721)	(234,725)	(276,837)	(286,944)	(347,255)
8511-1067-10670 Rents Receivable	9,268	13,901	21,534	29,168	9,268	13,901	21,534	6,266	15,399	9,268	18,356	14,353	18,356
8511-1067-10671 Rent Receivable Reserves	(9,268)	(9,268)	(9,268)	(9,268)	(9,268)	(9,268)	(9,268)	(9,268)	(9,268)	(9,268)	(9,268)	(9,268)	(9,268)
8511-1069-10667 OTHER RECEIVABLE - JRI	993,388	1,013,990	967,902	1,085,081	1,093,579	674,862	612,572	624,712	699,082	701,163	876,406	716,938	715,669
8511-1069-10668 CHILDREN S CENTER DMH	0	1,445	18,353	(127,437)	(145,119)	(142,725)	(147,703)	(138,725)	(105,473)	(98,503)	(128,564)	(162,838)	0
8511-1069-10674 Other Rec - Prov Fee FFS	21,887,697	21,887,697	21,887,697	21,887,697	21,887,697	21,887,697	71,803,445	76,875,297	63,324,943	85,288,095	48,157,667	40,469,588	36,122,339
8511-1069-10676 Other Rec - Prov Fee MGD	0	0	0	0	23,560,723	0	0	0	0	0	0	0	0
8511-1069-10681 Carreer College AR - Lynnwood	1,055,769	1,054,702	1,053,898	1,052,821	1,051,429	1,050,462	1,049,605	1,048,923	1,047,399	1,046,789	1,046,910	1,045,435	1,044,501
8511-1069-10682 Carreer College AR - San Jose	337,673	337,484	336,765	336,136	335,730	335,610	335,660	335,460	335,210	334,570	334,770	334,480	334,290
8511-1069-10683 Carreer College AR - Reserves	(1,055,769)	(1,054,702)	(1,053,898)	(1,052,821)	(1,051,429)	(1,050,462)	(1,049,605)	(1,049,605)	(1,047,399)	(1,046,789)	(1,045,910)	(1,045,335)	(1,044,552)
8511-1069-10684 Carreer College AR Reserves - Si	(337,673)	(337,484)	(336,765)	(336,136)	(335,707)	(335,787)	(335,637)	(335,637)	(335,187)	(334,947)	(334,747)	(334,487)	(334,387)
8511-1069-10690 Other Receivables	4,306,620	769,624	1,009,499	534,347	790,683	591,554	819,580	628,163	402,445	669,841	794,465	807,158	1,098,881
8511-1101-11010 Prepaid Insurance	644,006	1,778,093	1,126,791	474,430	1,567,010	986,231	418,945	1,296,229	602,791	188,922	1,642,003	1,066,832	484,637
8511-1103-11030 PREPAID RENT	88,829	88,810	91,266	99,045	109,885	99,245	88,888	108,762	109,383	101,088	99,844	13,397	97,226
8511-1105-11050 PREPAID TAXES	0	0	0	0	0	2,141	0	0	0	38,427	24,285	12,142	0
8511-1106-11060 PREPAID SERVICE CONTRACT	1,054,405	926,023	794,671	756,816	568,089	482,755	318,584	317,011	338,445	267,818	245,423	253,484	245,381
8511-1107-11070 Deposits	43,745	43,745	43,745	43,745	43,745	43,745	43,745	43,745	43,745	43,745	43,745	43,745	43,745
8511-1108-11080 Prepaid Expense	183,931	185,370	134,809	107,583	134,945	424,849	542,847	456,703	454,080	373,915	330,603	264,961	368,681
8511-1109-11090 OTHER CURRENT ASSETS	763,699	561,971	561,971	561,971	561,971	561,971	561,971	958,324	537,593	270,441	272,362	244,697	223,258
Total Other Current Assets	30,112,574	27,452,143	26,904,703	26,557,177	50,290,964	25,535,846	75,187,354	83,244,288	66,971,665	87,890,978	52,397,717	43,769,208	39,398,198
Total Current Assets	473,695,105	466,120,264	463,626,958	460,915,037	494,770,211	488,760,873	529,075,913	529,760,771	530,079,056	499,114,734	476,450,005	468,646,233	498,260,165
Board-designated for -													
Net Operating Property, Plant & Equipment													
Land.													
8511-1200-12000 LAND	1,819,699	1,819,699	1,819,699	1,819,699	1,819,699	1,819,699	1,819,699	1,819,699	1,819,699	1,819,699	1,819,699	1,819,699	1,819,699
Total Land	1,819,699	1,819,699	1,819,699	1,819,699	1,819,699	1,819,699	1,819,699	1,819,699	1,819,699	1,819,699	1,819,699	1,819,699	1,819,699
Land Improvements.													
8511-1210-12100 Land Improvements	5,175,559	5,175,559	5,175,559	5,175,559	5,200,324	5,200,324	5,200,324	5,200,324	5,200,324	5,200,324	5,200,324	5,200,324	5,200,324
Total: Land Improvements	5,175,559	5,175,559	5,175,559	5,175,559	5,200,324	5,200,324	5,200,324	5,200,324	5,200,324	5,200,324	5,200,324	5,200,324	5,200,324
Buildings/LHI:													
8511-1221-12210 BUILDINGS AND IMPROVEMEN	172,684,202	172,704,142	172,707,606	172,973,219	173,043,619	173,043,619	173,043,619	173,173,573	173,173,573	173,173,573	173,173,823	173,173,823	173,854,109
8511-1221-12211 PPE Buildings - FIN47	29,907	29,907	29,907	29,907	29,907	29,907	29,907	29,907	29,907	29,907	29,907	29,907	29,907
Total: Buildings/LHI	172,714,109	172,734,049	172,737,513	173,003,126	173,073,526	173,073,526	173,073,526	173,203,480	173,203,480	173,203,480	173,203,730	173,203,730	173,884,016
Buildings Service Equipment:													
11-1225-12250 Fixed Eq	18,740,654	18,740,654	18,752,110	18,775,788	18,775,788	18,775,788	18,881,120	18,881,120	18,881,120	18,881,120	18,881,120	18,881,120	18,881,120
Total, Buildings Service Equipment	18,740,654	18,740,654	18,752,110	18,775,788	18,775,788	18,775,788	18,881,120	18,881,120	18,881,120	18,881,120	18,881,120	18,881,120	18,881,120
ment:													
511-1241-12410 Major Moveable Equipment	119,668,844	119,704,780	119,794,071	119,817,056	119,858,543	119,897,987	121,053,378	121,254,112	121,348,459	121,520,478	121,688,431	122,614,430	123,388,264
8511-1244-12440 Corp MME	3,126,881	3,126,881	3,129,881	3,129,881	3,129,881	3,129,881	3,126,881	3,126,881	3,126,881	3,126,881	3,126,881	3,129,881	3,129,881

Verity Health System
St Francis Medical Center
Balance Sheet
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Total. Equipment	122,793,504	122,831,841	122,920,931	122,943,917	122,985,404	123,024,848	124,180,239	124,380,973	124,475,319	124,647,336	124,815,292	126,741,291	126,495,114
Construction in Progress.													
8511-1261-12016 CIP - FYE 2016	250	250	0	(1,155)	(1,155)	(1,155)	(1,155)	(1,155)	8,818	0	0	0	0
8511-1251-12016 CIP - FYE 2016	221,453	222,606	230,489	231,678	232,656	234,398	235,832	237,124	237,124	237,124	240,703	241,696	(250)
8511-1251-12017 CIP - FYE 2017	1,640,369	1,817,680	2,338,031	2,332,325	2,199,252	2,248,035	1,272,660	1,324,986	1,385,499	1,434,849	1,453,552	1,636,904	1,397,610
8511-1251-12018 CIP - FYE 2018	0	0	0	0	12,543	70,228	78,104	226,723	254,168	478,517	738,166	1,245,977	767,764
Total: Construction in Progress	1,862,073	2,040,536	2,568,520	2,562,849	2,442,518	2,551,507	1,585,841	1,787,679	1,885,607	2,150,490	2,430,421	3,124,777	2,165,325
Total Fixed Assets	323,105,597	323,342,137	323,974,331	324,280,938	324,297,256	324,445,692	324,740,448	325,273,274	325,475,549	325,902,448	326,350,583	327,970,940	328,245,598
Less - Accumulated Depreciation:													
8511-1260-12600 Accum Depr - Land Improvement	(4,784,290)	(4,778,270)	(4,792,250)	(4,806,230)	(4,820,245)	(4,834,259)	(4,848,274)	(4,862,288)	(4,876,303)	(4,890,317)	(4,904,332)	(4,918,346)	(4,932,361)
8511-1271-12710 Accum Depr - Hospital Building	(111,242,043)	(111,691,687)	(112,139,810)	(112,587,923)	(113,035,837)	(113,483,632)	(113,931,007)	(114,359,232)	(114,787,773)	(115,214,626)	(115,641,505)	(116,068,687)	(116,503,138)
8511-1271-12711 Accum Depr - FIN47	(24,801)	(24,661)	(24,522)	(24,383)	(25,044)	(25,105)	(25,166)	(25,226)	(25,287)	(25,348)	(25,409)	(25,469)	(25,530)
8511-1262-10000 ACCUM DEPN - SYSTEM OFFIC	(3,126,881)	(3,126,881)	(3,126,881)	(3,126,881)	(3,126,881)	(3,126,881)	(3,126,881)	(3,126,881)	(3,126,881)	(3,126,881)	(3,126,881)	(3,126,881)	(3,126,881)
8511-1291-12910 Accum Depr - Major Movable	(108,974,696)	(109,271,196)	(109,587,252)	(109,888,776)	(110,184,886)	(110,478,448)	(110,788,315)	(111,055,716)	(111,327,243)	(111,589,856)	(111,855,373)	(112,140,391)	(112,473,821)
Total. Less - Accumulated Depreciation	(228,132,696)	(228,892,676)	(229,671,095)	(230,432,772)	(231,192,872)	(231,848,325)	(232,719,622)	(233,439,324)	(234,143,487)	(234,847,010)	(235,553,479)	(236,278,854)	(237,061,711)
Net Operating PP&E	94,972,701	94,448,261	94,303,236	93,848,165	93,104,386	92,499,367	92,023,826	91,833,950	91,332,063	91,055,439	90,797,106	91,693,988	91,183,887
Other Assets:													
Notes Receivable LT.													
8511-1331-13310 Notes Receivable - Long Term	58,467	18,510	(56,652)	70,303	70,303	126,683	58,210	148,491	232,476	186,144	195,993	223,458	233,006
Total: Notes Receivable LT	58,467	18,510	(56,652)	70,303	70,303	126,683	58,210	148,491	232,476	186,144	195,993	223,458	233,006
Other LT Assets:													
8511-1350-13505 Deposit - Long Term	36,991	20,591	20,591	20,591	20,591	20,591	20,591	20,591	20,591	20,591	20,591	20,591	20,591
8511-1350-13555 Prepaid Expense - Long Term	2,731	2,731	2,731	2,731	2,731	2,731	2,731	2,731	2,731	2,731	2,731	2,731	2,731
Total: Other LT Assets	39,722	23,322	23,322	23,322	23,322	23,322	23,322	23,322	23,322	23,322	23,322	23,322	23,322
Total Other Assets	98,189	41,832	(33,330)	93,625	93,625	150,005	81,532	171,813	255,798	211,466	219,315	246,780	256,328
Total Assets	568,766,996	560,811,357	558,096,884	554,656,827	567,968,222	578,410,064	620,181,271	621,788,534	621,656,939	690,381,640	587,466,426	580,786,002	589,720,411
Liabilities and Fund Balances													
Current Liabilities:													
Current maturities of long-term debt.													
8511-2014-20141 CURRENT PORTION SERIES 20	2,030,004	2,030,004	2,030,004	2,030,004	2,030,004	2,030,004	2,030,004	2,030,004	2,030,004	2,030,004	2,030,004	2,030,004	2,200,004
8511-2014-20142 CURRENT PORTION SERIES 20	980,004	980,004	980,004	980,004	980,004	980,004	980,004	980,004	980,004	980,004	980,004	980,004	1,055,004
8511-2014-20143 Current Portion Series 2005A	789,519	789,519	789,519	789,519	789,519	789,519	789,519	789,519	789,519	789,519	789,519	789,519	821,278
Total Current maturities of long-term debt	3,799,527	3,799,527	3,799,527	3,799,527	3,799,527	3,799,527	3,799,527	3,799,527	3,799,527	3,799,527	3,799,527	3,799,527	4,076,286
Accounts Payable:													
8511-2021-20210 ACCOUNTS PAYABLE	7,813,968	8,004,850	9,468,117	10,008,255	9,495,433	6,830,733	7,946,458	8,377,829	9,179,983	7,205,387	4,888,727	5,390,411	5,131,103
8511-2021-20214 AP Cardinal Invoices	230,108	295,327	301,427	248,701	413,083	332,798	38,106	(167,542)	(39,577)	728,982	314,524	211,832	271,831
8511-2029-20290 Other Accounts Payable	2,293,591	1,948,198	1,961,720	1,936,769	1,590,743	1,946,076	1,817,313	2,302,305	1,781,892	2,451,317	2,947,635	2,816,722	1,778,013
8511-2029-20294 PATIENT REFUNDS PAYABLE	7,471	7,471	7,471	7,540	7,540	4,181	4,088	3,686	4,036	3,470	3,470	3,470	595
8511-2029-20295 AP - ASAP Program	189,320	189,320	189,320	189,320	189,320	189,320	189,320	189,320	189,320	189,320	189,320	189,320	189,320
8511-2029-20296 AP - Unclaimed Checks	148,640	148,640	148,640	148,640	148,640	148,640	148,640	148,640	148,640	148,640	148,640	148,640	148,640
8511-2029-20299 Patient Credit Balances	663,842	617,224	916,747	2,304,572	620,325	70,130	202,609	312,564	481,781	481,778	299,841	561,624	388,432
Total Accounts Payable	11,334,740	11,409,030	13,011,442	14,838,797	12,663,084	9,521,859	10,348,432	11,164,802	11,722,376	11,183,874	8,788,858	9,319,780	7,885,734
Due to governmental agencies:													
511-2061-22015 MCare Stlemt 2015	91,097	91,097	91,097	91,097	91,097	91,097	91,097	91,097	0	0	0	0	0
1-2061-22016 MCare Stlemt 2016	0	0	133,984	133,984	133,984	133,984	133,984	133,984	133,984	133,984	133,984	133,984	133,984
1-2061-22017 MCare Stlemt 2017	2,438,307	2,438,307	2,631,572	2,631,572	2,631,572	0	0	0	0	13,933	13,933	13,933	13,933
1-2061-22018 MCare Stlemt 2018	0	141,601	300,549	345,967	611,764	520,682	876,357	947,857	881,498	1,146,401	1,504,413	1,605,010	1,891,141
Total: Due to governmental agencies	2,529,404	2,671,005	3,156,883	3,202,301	3,368,099	745,444	901,119	1,172,720	1,115,183	1,293,999	1,652,011	1,752,928	2,039,739
Due to related entities:													
8511-2090-20908 I/C A/P - Verity Medical Foundatio	15,000	6,000	21,000	26,500	39,000	45,000	57,000	72,000	78,500	108,700	126,400	138,400	16,036
8511-2090-20909 I/C A/P - Verity Holding LLC 8 05	0	0	0	0	0	0	0	0	0	0	0	0	8,418
8511-2090-20973 I/C A/P - SVMC Dialysis 8530	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000
Total Due to related entities	1,315,000	1,306,000	1,321,000	1,326,500	1,339,000	1,345,000	1,357,000	1,372,000	1,378,500	1,408,700	1,426,400	1,438,400	1,324,454
Accrued Liabilities-													
Payroll:													
8511-2031-20310 Accrued Payroll	5,213,212	4,616,191	2,059,226	2,810,308	3,994,783	4,896,309	4,116,135	5,936,556	5,926,897	3,056,209	3,937,131	6,154,695	4,269,660
8511-2035-20350 Federal Income Taxes Withheld	0	0	0	0	0	0	777,491	203	203	203	207	0	729,244
8511-2036-20360 FICA Social Security Taxes Withh	316,591	48,826	119,650	163,968	219,686	244,040	753,933	107,032	108,620	185,864	238,716	312,130	748,546
8511-2036-20361 MEDICARE FICA PAYABLE	74,388	11,700	28,412	42,011	59,149	71,594	179,743	25,452	25,823	44,005	58,616	73,968	180,498
8511-2037-20370 State Income Taxes Withheld	0	0	0	0	0	0	257,685	0	0	6	0	0	287,890
8511-2038-20380 Unemployment Taxes Payable	101,087	120,287	43,900	85,900	87,800	83,800	56,800	69,100	111,400	83,700	24,500	20,200	30,300
8511-2038-20100 SDI PAYABLE	0	0	0	0	(145)	(148)	52,568	(148)	(148)	(148)	(130)	0	59,294
8511-2039-25005 Other P/R Ded - Union Dues UNA	0	44,459	0	0	0	0	43,893	0	0	0	0	0	43,050
8511-2039-25013 Other P/R Ded - Garnishments	0	9,448	0	0	(9,678)	6,388	20,002	6,406	6,386	3,529	3,529	3,529	14,113
8511-2039-25019 Other P/R Ded - SEIU Union Dues	0	27,416	0	0	0	0	27,330	0	0	0	0	0	31,328
8511-2039-25017 Other P/R Ded - Career College Tu	0	25	0	0	0	25	25	50	25	25	25	25	25
8511-2039-25019 Other P/R Ded - Misc Sales Payro	1,293	6,381	7,010	7,010	7,010	7,010	7,010	7,010	7,010	7,010	14,496	14,496	27,186
8511-2039-25026 Other P/R Ded - VOLB	0	4,751	0	0	0	0	6,587	0	0	0	0	0	10,305
8511-2039-25030 Other P/R Ded - Long Term Care I	0	1,659	0	0	0	18	0	0	0	0	0	0	1,488
8511-2038-25031 Other P/R Ded-Short Term Care L	0	3,604	(952)	(5,436)	(9,351)	(12,473)	2,348	(1,368)	(5,608)	(9,624)	(13,305)	(17,736)	(2,324)
8511-2039-25045 Other P/R Ded - HLTH Care Reim	27,213	43,259	49,709	55,546	60,848	67,103	67,827	97,200	98,744	97,052	91,718	103,411	118,788
8511-2039-25048 Other P/R Ded - Dependent Care	34,104	36,340	34,589	39,031	39,728	39,928	39,553	42,554	46,909	50,784	55,284	58,774	66,209
8511-2038-25073 Other P/R Ded - Pen Pay Diversifi	56,342	541,372	30,546	548,418	52,567	174,888	572,882	607,849	590,756	609,400	52,822	58,829	469,626
8511-2039-25080 Other P/R Ded - Donations	125	250	200	200	325	250	275	200	200	125	125	400	640
8511-2039-25085 Other P/R Ded - Coffee	0	4,880	0	0	0	0	4,076	0	0	0	0	0	4,862
8511-2039-26100 Other P/R Ded - Garnishments	0	7,259	5,802	5,028	(1,385)	(1,385)	7,106	6,275	6,007	5,736	0	0	6,018
Total: Payroll	5,835,455	5,426,109	2,376,092	3,729,285	4,498,695	5,686,179	7,032,175	6,924,145	6,922,158	4,126,581	4,481,440	5,791,703	7,097,144
Vacation & Other Compensated Absences:													
8511-2032-20320 Accrued Vacation Holiday & Sick I	9,207,765	8,961,247	8,942,187	9,218,081	9,809,869	9,921,559	9,493,391	9,562,914	10,026,444	10,417,972	10,504,524	10,518,330	10,557,943
Total. Vacation & Other Compensated Absences	9,207,765	8,961,247	8,942,187	9,218,081	9,809,869	9,921,559	9,493,391	9,562,914	10,026,444	10,417,972	10,504,524	10,518,330	10,557,943
Other:													
8511-2043-20430 Property Taxes Payable	0	10,380	14,429	18,479	22,529	26,578	0	11,422	22,845	0	0	0	0
8511-2048-20480 IBNR RESERVES CAPITATED	15,701,188	16,065,826	15,555,466	16,168,020	15,843,221	16,361,564	16,633,987	17,105,942	17,908,396	18,657,340	18,649,854	18,209,211	18,061,629
8511-2048-20485 CAPITATION LIAB - RISK POOL	9,000,035	8,135,326	9,815,048	9,825,967	11,949,663	12,610,337	13,147,594	13,689,832	14,054,301	8,669,696	8,638,570	8,686,047	9,537,859
8511-2049-20352 UnEarned Income	0	0	0	0	0	(2,092)	7,114	25,413	82,236	4,016	11,977	12,177	12,177
8511-2049-20456 DCHS Retirement Plan - 401 A	210,519	255,531	82,568	356,908	161,557	189,081	415,056	338,893	339,529	381,851	161,293	203,356	284,563
[redacted] Other Accrued Expenses Payable	27,665,115	27,203,225	27,467,816	29,002,652	9,301,941	8,448,568	8,161,598	7,126,481	7,474,080	8,203,698	6,525,161	5,257,775	7,854,698
[redacted] Accrued Liability - Medical Tax	565,771	477,761	347,511	330,136	450,792	488,704	467,514	360,162	304,752	723,831	973,913	1,060,240	1,865,940
[redacted] Accrued Liability - Medical Tax	14,037	13,216	14,608	13,465	12,356	12,857	12,845	10,268	11,159	12,021	13,077	14,818	16,321
[redacted] Accrued Liability - Medical	0	0	0	213,432	238,923	251,566	248,371	280,870	273,189	208,472	69,041	212,281	323,013
[redacted] Accrued Liability - Medical	0	0	0	0	0	0	0	0	0	0	0	0	9,116
[redacted] Accrued Interest Payable	570	513	14,141	13,456	13,399	13,342	7,854	2,985	(2,823)	(19,573)	(22,735)	(19,498)	(7,316)
8511-2049-20674 Other Accd Exp Pay Prov Fee FPI	0	(1,273,418)	(1,273,418)	(1,471,816)	(2,900,833)	(3,473,208)	21,127,912	21,788,818	28,085,137	10,220,883	3,742,052	(2,833,558)	337,701
8511-2049-20676 Other Accd Exp Pay Prov Fee MG	0	0	0	0	8,972,392	8,972,392	8,972,392	8,972,392	3,972,242	7,944,484	0	3,033,856	4,899,762
8511-2049-20677 Other Accd Exp Pay Prov Fee CH	0	(2,028,426)	(2,028,426)	(2,028,426)	(631,030)	(1,885,253)	(1,270,265)	(1,589,912)	(1,829,416)	(2,255,391)	(2,573,938)	(2,853,240)	(3,002,241)
8511-2139-21390 CICLB - Deposits	1,471	1,471	1,471	1,471	1,471	1,471	1,471	1,471	1,471	1,471	1,471	1,471	1,471
Total Other	53,158,708	48,971,727	50,001,218	51,473,743	43,336,902	42,026,908	68,273,642	69,124,393	70,298,077	60,643,399	35,881,736	31,432,748	36,864,980
Total Current Liabilities	87,180,620	82,444,645	82,811,349	87,590,234	76,512,376	73,045,477	101,203,167	102,120,502	105,260,245	83,073,151	58,516,498	64,053,095	71,848,281
Other Liabilities:													
Pension Plan LT.													
8511-2272-22705 Pension Plan - Matching	103,767,000	103,882,250	103,977,500	101,849,250	97,045,008	97,140,258	92,578,008	92,770,258	92,849,748	89,452,998	89,648,248	89,843,498	77,944,000
Total Pension Plan LT	103,767,000	103,882,250	103,977,500	101,849,250	97,045,008	97,140,258	92,578,008	92,770,258	92,849,748	89,452,998	89,648,248	89,843,498	77,944,000
Liabilities LT:													
1-2279-22797 Other Liab-Asset Retirement Oblig	183,431	183,431	183,431	183,431	183,431	183,431	183,431	183,431	183,431	183,431	183,431	183,431	183,431
Total Other Liabilities LT	183,431	183,431	183,431	183,431	183,431	183,431	183,431	183,431	183,431	183,431	183,431	183,431	183,431

Verity Health System
St Francis Medical Center
Balance Sheet
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Total Other Liabilities	103 970 431	104,068,681	104,160,931	101,832,681	97,228,439	97,323,689	92,858 439	92,953,689	93,033,179	89,638,429	89,731,679	89,828 929	79,127,431
Long-Term Debt													
Bonds Payable													
8511-2250-22503 LONG TERM PORTION SERIES	8,824,996	8,655,829	8,486,663	8,317,496	8,148,329	7,979,163	7,809,996	7,640,829	7,471,663	7,302,496	7,133,329	6,964,163	6,824,996
8511-2250-22504 LONG TERM PORTION SERIES	8,004,996	7,823,329	7,841,663	7,759,996	7,678,329	7,596,663	7,514,996	7,433,329	7,351,663	7,269,996	7,188,329	7,106,663	6,949,996
8511-2250-22507 LTD-CSCDA Series 2005A	51,354,214	51,288,421	51,222,627	51,156,833	51,091,039	51,025,245	50,959,451	50,893,657	50,827,863	50,762,069	50,696,275	50,630,481	50,532,829
Total, Bonds Payable	68,184,206	67,887,579	67,550,952	67,234,326	66,917,697	66,601,070	66,284,443	65,967,815	65,651,188	65,334,561	65,017,934	64,701,306	64,107,921
Total Long-Term Debt	68,184,206	67,887,579	67,550,952	67,234,326	66,917,697	66,601,070	66,284,443	65,967,815	65,651,188	65,334,561	65,017,934	64,701,306	64,107,921
NET ASSETS:													
Unrestricted.													
8511-2310-33100 URF-Unrestricted Net Assets	316,905,079	385,103,802	385,103,802	380,302,776	380,302,776	380,302,776	379,552,776	379,552,776	379,552,776	379,552,776	379,552,776	379,552,776	379,518,823
8511-2310-33132 URF-DCHS Pension	(76,769,000)	(76,769,000)	(76,769,000)	(76,769,000)	(76,769,000)	(76,769,000)	(76,769,000)	(76,769,000)	(76,769,000)	(76,769,000)	(76,769,000)	(76,769,000)	(70,432,000)
8511-2331-33310 Donated Property Plant & Equipm	2,044,230	2,044,230	2,044,230	2,044,230	2,057,805	2,057,805	2,057,805	2,057,805	2,057,805	2,057,805	2,057,805	2,057,805	2,107,226
Total Unrestricted	240,180,305	308,379,031	308,379,031	303,578,005	303,591,581	303,591,581	302,841,581	302,841,581	302,841,581	302,841,581	302,841,581	302,841,581	311,193,750
Temporarily Restricted.													
8511-2570-35548 TRF - LA County Trauma Surge F	51,707	44,121	38,574	33,027	15,516	8,221	(2,480)	(12,703)	113,408	107,858	102,309	98,147	98,147
Total, Temporarily Restricted	51,707	44,121	38,574	33,027	15,516	8,221	(2,480)	(12,703)	113,408	107,858	102,309	98,147	98,147
Total Net Assets	309,430,738	306,233,452	303,773,632	298,199,567	345,209,710	341,439,828	339,835,202	330,724,529	357,722,329	352,337,498	346,200,316	362,204,672	375,639,798
TOTAL LIABILITIES AND FUND BALANCE	568,765,996	580,611,357	558,096,864	554,856,827	587,968,222	578,410,064	620,181,271	621,766,534	621,666,939	590,381,640	567,458,426	580,788,002	589,720,411

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Verity Health System
Seton Medical Center Coastside
Balance Sheet
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Assets													
Current Assets:													
Cash	$184,234	$388,571	$500,852	$628,477	$875,596	$887,726	$1,180,564	$1,302,456	$1,097,193	$922,094	$826,312	$715,170	$886,658
Accounts Receivable	12,786,723	13,395,142	17,737,117	20,077,869	14,442,131	12,948,412	12,742,725	12,305,085	12,879,676	13,815,373	14,441,945	29,514,855	14,937,809
Contractual Allowances	(8,629,134)	(9,118,884)	(12,154,819)	(15,044,722)	(9,716,735)	(8,736,806)	(8,606,294)	(7,900,215)	(8,126,298)	(8,812,172)	(8,447,827)	(24,537,208)	(9,821,247)
Allowance for Uncollectible Accounts	(227,192)	(237,609)	(240,936)	(308,903)	(391,885)	(289,014)	(292,019)	(440,497)	(485,515)	(571,717)	(650,989)	(681,536)	(550,261)
Net Accounts Receivable	3,912,397	4,038,668	5,341,362	4,724,244	4,333,511	3,922,592	3,844,412	3,964,372	4,088,095	4,431,484	4,343,129	4,316,113	4,566,301
Due from Related Corporations	45,757	45,757	46,257	48,456	297,585	48,456	48,456	48,456	48,456	48,456	48,456	48,456	48,456
Supplies Inventories, at cost	103,256	103,256	103,256	103,256	103,256	103,256	103,256	103,256	103,256	103,256	103,256	103,256	97,223
Other Current Assets	274,270	204,278	212,221	228,890	256,891	276,347	223,113	225,488	213,717	156,499	223,606	247,520	197,279
Total Current Assets	4,499,914	4,778,530	6,205,748	5,733,324	5,666,839	5,236,378	5,499,801	5,644,027	5,550,718	5,661,790	5,344,756	5,430,515	5,795,915
Board-designated for -													
Net Operating Property, Plant & Equipment													
Buildings/LHI	0	0	0	0	0	0	0	0	0	216,307	216,307	216,307	216,307
Buildings Service Equipment	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567
Equipment	3,085,825	3,014,226	3,017,828	3,020,293	3,020,548	3,021,099	3,075,595	3,081,291	3,082,815	3,108,500	3,121,135	3,132,822	3,148,816
Construction in Progress	73,137	227,156	260,118	265,743	284,857	286,177	239,733	241,909	254,495	55,387	77,654	101,049	116,791
Total Fixed Assets	3,160,529	3,242,952	3,279,513	3,287,603	3,306,972	3,308,843	3,316,895	3,324,767	3,338,878	3,381,761	3,416,664	3,451,845	3,481,281
Less - Accumulated Depreciation	(2,665,294)	(2,676,242)	(2,687,614)	(2,699,426)	(2,711,128)	(2,722,845)	(2,735,487)	(2,748,128)	(2,754,356)	(2,764,822)	(2,775,100)	(2,785,764)	(2,797,366)
Net Operating PP&E	495,235	566,709	591,900	588,175	595,844	585,998	581,408	576,639	584,522	617,139	641,564	666,081	683,915
Other Assets:													
Other LT Assets	2,636	2,636	2,636	2,636	2,636	2,636	2,636	0	0	0	0	0	0
Total Other Assets	2,636	2,636	2,636	2,636	2,636	2,636	2,636	0	0	0	0	0	0
Total Assets	4,997,785	5,347,875	6,800,283	6,324,135	6,265,119	5,827,012	6,083,845	6,220,665	6,135,239	6,278,929	5,986,322	6,096,597	6,479,830
Liabilities and Fund Balances													
Current Liabilities:													
Accounts Payable	127,399	259,925	164,677	231,110	233,301	191,365	362,293	326,811	237,732	311,660	121,782	147,075	167,557
Due to related entities	19,235,180	19,742,359	21,449,500	21,277,888	21,285,808	21,166,870	21,373,562	21,808,900	21,969,249	22,606,982	22,731,853	23,002,124	23,513,160
Accrued Liabilities-													
Payroll	418,959	578,234	564,000	277,849	321,117	386,313	474,390	602,965	600,415	287,703	317,082	406,601	509,929
Vacation & Other Compensated Absences	804,660	636,038	857,736	888,688	811,467	853,672	847,448	877,293	901,137	868,029	893,528	1,031,796	1,014,195
Other	536,792	849,133	805,848	649,921	680,756	519,044	542,440	469,725	488,817	446,619	515,363	614,433	903,832
Total Current Liabilities	21,223,191	22,065,690	23,841,762	23,325,455	23,232,470	23,116,264	23,820,150	24,084,894	24,197,350	24,621,193	24,679,607	25,202,030	26,108,674
Other Liabilities.													
Pension Plan LT	27,000	24,833	27,333	27,500	27,667	27,833	28,000	28,167	28,333	28,500	28,667	28,833	24,000
Total Other Liabilities	27,000	24,833	27,333	27,500	27,667	27,833	28,000	28,167	28,333	28,500	28,667	28,833	24,000
g-Term Debt:													
NET ASSETS:													
Unrestricted	(16,204,529)	(16,252,406)	(16,252,406)	(16,252,406)	(16,077,917)	(16,077,917)	(16,077,917)	(16,074,519)	(16,074,519)	(16,074,519)	(16,074,519)	(16,074,519)	(16,074,519)
YTD Net Income	(47,877)	(490,242)	(616,406)	(776,414)	(917,100)	(1,241,169)	(1,486,388)	(1,817,676)	(2,015,925)	(2,296,244)	(2,647,432)	(3,059,748)	(3,578,325)
Total Net Assets	(16,252,406)	(16,742,648)	(16,868,812)	(17,028,820)	(16,995,017)	(17,319,086)	(17,564,305)	(17,892,195)	(18,090,444)	(18,370,764)	(18,721,952)	(19,134,267)	(19,652,844)
TOTAL LIABILITIES AND FUND BALANCE	4,997,785	5,347,875	6,800,283	6,324,135	6,265,119	5,827,012	6,083,845	6,220,665	6,135,239	6,278,929	5,986,322	6,096,597	6,479,830
Total Assets	4,997,785	5,347,875	6,800,283	6,324,135	6,265,119	5,827,012	6,083,845	6,220,665	6,135,239	6,278,929	5,986,322	6,096,597	6,479,830
Total Liabilities	21,250,191	22,090,523	23,669,096	23,352,955	23,260,136	23,148,097	23,848,150	24,112,860	24,225,684	24,649,693	24,708,274	25,230,864	26,132,674
Total Equity	(16,252,406)	(16,742,648)	(16,868,812)	(17,028,820)	(16,995,017)	(17,319,086)	(17,564,305)	(17,892,195)	(18,090,444)	(18,370,764)	(18,721,952)	(19,134,267)	(19,652,844)

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Verity Health System
Seton Medical Center Coastside
Balance Sheet
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Assets													
Current Assets:													
Cash.													
8012-1001-10008 Cash - BofA LockBox	$85,481	$190,497	$294,894	$271,710	$300,858	$175,497	$540,784	$197,476	$71,972	$20,808	$81,110	$13,078	$80,486
8012-1001-10025 Cash - Disbursement Checking - BofA	79,804	172,853	171,383	324,038	338,812	679,152	599,748	1,069,734	988,435	869,861	811,474	687,589	791,059
8012-1003-10030 Cash - Other Checking	8,762	10,877	21,374	16,784	20,209	14,708	19,445	18,311	18,615	14,893	18,493	17,269	17,898
8012-1003-10031 Cash - FSA Checking	9,476	11,744	12,422	18,375	15,120	17,769	20,008	19,338	19,572	18,634	18,634	18,634	18,634
8012-1004-10040 Imprest / Petty Cash Funds	600	600	600	600	600	600	600	600	600	600	600	600	600
Total Cash	184,234	386,571	500,852	626,477	675,598	887,726	1,180,584	1,302,458	1,097,193	922,094	929,312	715,170	888,668
Accounts Receivable.													
8012-1020-10200 Patient Accounts Receivable	12,773,862	13,395,142	17,737,117	20,077,869	14,442,131	12,948,412	12,742,725	12,308,835	12,679,876	13,815,373	14,441,945	26,914,855	14,937,809
8012-1026-10260 A/R-Home Health	(5,138)	0	0	0	0	0	0	(3,550)	0	(1,287)	(2,887)	0	0
Total Accounts Receivable	12,768,723	13,395,142	17,737,117	20,077,869	14,442,131	12,948,412	12,742,725	12,305,285	12,679,876	13,815,373	14,441,945	26,914,855	14,937,809
Contractual Allowances.													
8012-1042-10421 Allow CA - Medicare IP Acute	(915,038)	(1,140,739)	(1,419,630)	(1,662,184)	(1,036,985)	(485,394)	(378,781)	(421,378)	(392,828)	(597,282)	(727,828)	(621,278)	(632,913)
8012-1042-10425 Allow CA - Medicare Outpatient	(276,571)	(228,312)	(221,660)	(237,278)	(214,278)	(289,500)	(243,135)	(262,488)	(280,880)	(311,260)	(358,697)	(378,126)	(372,726)
8012-1044-10441 Allow CA - Medi-Cal IP	(8,203,885)	(8,273,855)	(8,719,726)	(11,278,980)	(9,690,021)	(5,920,660)	(5,861,877)	(5,438,074)	(5,798,421)	(6,363,189)	(6,533,243)	(21,127,601)	(8,605,488)
8012-1044-10445 Allow CA - Medi-Cal Outpatient	(331,798)	(323,713)	(379,405)	(338,883)	(340,884)	(458,992)	(442,088)	(506,638)	(515,887)	(519,886)	(552,555)	(674,488)	(708,112)
8012-1048-10481 Allow CA-Comm MgdCre Inpt Acute	(521,899)	(749,809)	(1,044,224)	(1,147,918)	(1,124,753)	(1,217,868)	(1,183,872)	(839,637)	(693,357)	(538,013)	(626,514)	(1,169,848)	(1,126,798)
8012-1048-10485 Allow CA -Comm MgdCre Outpatient	(231,160)	(256,569)	(229,989)	(224,855)	(247,313)	(231,874)	(291,582)	(272,448)	(269,728)	(257,638)	(249,774)	(263,159)	(267,182)
8012-1048-13481 CA-Comm HMO/PPO At Risk IP Acute	(88,891)	(91,268)	(90,231)	(100,824)	(107,453)	(97,336)	(83,710)	(81,804)	(88,773)	(80,891)	(76,388)	(78,344)	(75,922)
8012-1049-10420 Allowance For Charity	(2,459)	(1,124)	0	0	(244)	0	(1,838)	0	(5,868)	(10,382)	(16,826)	(1,848)	(4,418)
8012-1049-10491 Allow CA - WC FFS InptAcute	(55,685)	(53,548)	(49,752)	(56,084)	(54,725)	(55,391)	(49,855)	(47,955)	(62,664)	(63,682)	(47,231)	(24,713)	(26,110)
Total Contractual Allowances	(9,826,134)	(9,118,664)	(12,164,615)	(15,044,722)	(9,718,735)	(8,738,806)	(8,506,294)	(7,900,218)	(8,126,266)	(8,812,172)	(9,447,827)	(24,537,206)	(9,821,247)
Allowance for Uncollectible Accounts.													
8012-1041-10410 Allowance for Bad Debt	(227,182)	(237,609)	(240,936)	(308,803)	(391,885)	(289,014)	(292,019)	(440,497)	(465,815)	(571,717)	(650,989)	(661,836)	(550,261)
Total Allowance for Uncollectible Accounts	(227,182)	(237,609)	(240,936)	(308,803)	(391,885)	(289,014)	(292,019)	(440,497)	(465,815)	(571,717)	(650,989)	(661,836)	(550,261)
Net Accounts Receivable	3,912,397	4,038,868	5,341,562	4,724,244	4,333,511	3,922,592	3,944,412	3,864,372	4,088,095	4,431,484	4,343,129	4,316,113	4,566,301
Due from Related Corporations.													
8012-1090-10908 I/C A/R - Verity Holding LLC 8084	45,757	45,757	48,257	48,257	48,257	48,257	48,257	48,257	48,257	48,257	48,257	48,257	48,257
8012-1090-10945 I/C A/R - Seton Foundation 8040	0	0	0	199	199	199	199	199	199	199	199	199	199
8012-1090-10966 I/C A/R - St. Louise 8011	0	0	0	0	249,129	0	0	0	0	0	0	0	0
Total Due from Related Corporations	45,757	45,757	48,257	48,456	297,585	48,456	48,456	48,456	48,456	48,456	48,456	48,456	48,456
Supplies Inventories, at cost:													
8012-1082-10820 Inventory - Pharmacy	73,868	73,868	73,868	73,868	73,868	73,868	73,868	73,868	73,868	73,868	73,868	73,868	72,357
8012-1083-10831 Inventory - Central Supply - Per Carts	29,388	29,388	29,388	29,388	29,388	29,388	29,388	29,388	29,388	29,388	29,388	29,388	24,866
Total Supplies Inventories, at cost	103,256	103,256	103,256	103,256	103,256	103,256	103,256	103,256	103,256	103,256	103,256	103,256	97,223
Other Current Assets.													
8012-1089-10890 Other Receivables	249,952	136,862	171,407	212,676	186,381	243,936	201,853	184,677	178,677	153,883	185,173	202,939	179,185
8012-1101-11010 Prepaid Insurance	24,318	88,416	40,814	16,212	87,310	32,708	8,106	49,204	24,602	0	86,767	41,845	18,094
8012-1107-11070 Deposits	0	0	0	0	0	0	0	2,838	2,838	2,838	2,838	2,838	0
8012-1108-11080 Prepaid Expense	0	0	0	0	0	0	13,184	6,768	10,803	0	0	0	0
Total Other Current Assets	274,270	204,278	212,221	228,890	256,691	276,347	223,113	228,488	213,717	156,499	223,806	247,620	197,279
Total Current Assets	4,499,914	4,778,530	6,205,748	5,733,324	5,666,639	5,236,378	5,499,601	5,944,027	5,950,718	5,661,790	5,344,758	5,430,918	5,796,916
Board-designated for -													
Net Operating Property, Plant & Equipme													
ildings/LHI.													
2-1221-12210 B&I - Hospital Buildings	0	0	0	0	0	0	0	0	0	216,307	216,307	216,307	216,307
Total Buildings/LHI	0	0	0	0	0	0	0	0	0	216,307	216,307	216,307	216,307
Buildings Service Equipment:													
8012-1225-12250 B&I - Fixed Equipment	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567
Total Buildings Service Equipment	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567
Equipment:													
8012-1241-12410 Major Moveable Equipment	3,078,594	3,006,998	3,010,597	3,013,092	3,013,317	3,013,888	3,068,384	3,074,060	3,075,584	3,101,269	3,113,804	3,125,691	3,138,385
8012-1242-12420 Minor Equipment	7,231	7,231	7,231	7,231	7,231	7,231	7,231	7,231	7,231	7,231	7,231	7,231	7,231
Total Equipment	3,085,825	3,014,229	3,017,828	3,020,293	3,020,548	3,021,099	3,075,595	3,081,291	3,082,815	3,108,500	3,121,135	3,132,922	3,145,616
Construction in Progress.													
8012-1251-12016 CIP - FYE 2016	94	0	0	0	0	0	0	0	0	0	0	0	0
8012-1251-12017 CIP - FYE 2017	73,044	227,158	260,118	265,743	284,228	288,545	238,947	240,919	251,107	41,561	59,198	53,089	64,783
8012-1251-12018 CIP - FYE 2018	0	0	0	0	629	632	1,088	1,090	3,389	13,805	18,458	37,960	52,027
Total Construction in Progress	73,137	227,158	260,118	265,743	284,857	289,177	239,733	241,909	254,495	55,367	77,654	101,049	116,791
Total Fixed Assets	3,160,529	3,242,952	3,279,513	3,287,603	3,306,972	3,306,843	3,316,895	3,324,767	3,338,878	3,381,761	3,416,664	3,451,845	3,481,281
Less - Accumulated Depreciation.													
8012-1271-12710 Accum Depr - Hospital Building	0	0	0	0	0	0	0	0	0	(901)	(1,803)	(2,704)	(3,605)
8012-1275-12750 Accum Depr - Fixed Equipment	(58)	(73)	(116)	(131)	(145)	(160)	(174)	(189)	(203)	(218)	(232)	(247)	(261)
8012-1291-12910 Accum Depr - Major Moveable	(2,658,005)	(2,668,939)	(2,680,267)	(2,692,066)	(2,703,752)	(2,715,455)	(2,728,082)	(2,740,709)	(2,748,922)	(2,758,272)	(2,765,834)	(2,775,592)	(2,788,269)
8012-1292-12920 Accum Depr - Minor Equipment	(7,231)	(7,231)	(7,231)	(7,231)	(7,231)	(7,231)	(7,231)	(7,231)	(7,231)	(7,231)	(7,231)	(7,231)	(7,231)
Total Less - Accumulated Depreciation	(2,665,294)	(2,676,242)	(2,687,614)	(2,699,428)	(2,711,128)	(2,722,848)	(2,735,487)	(2,748,128)	(2,756,356)	(2,764,622)	(2,775,100)	(2,785,784)	(2,797,366)
Net Operating PP&E	495,235	566,709	591,900	588,175	595,844	583,995	581,408	576,639	584,522	617,139	641,564	666,061	683,915
Other Assets:													
Other LT Assets													
8012-1350-13505 Deposit - Long Term	2,636	2,636	2,636	2,636	2,636	2,636	2,636	0	0	0	0	0	0
Total Other LT Assets	2,636	2,636	2,636	2,636	2,636	2,636	2,636	0	0	0	0	0	0
Total Other Assets	2,636	2,636	2,636	2,636	2,636	2,636	2,636	0	0	0	0	0	0
Total Assets	4,997,785	5,347,875	6,800,283	6,324,135	6,265,119	5,827,012	6,083,645	6,220,665	6,135,239	6,278,929	5,986,322	6,096,897	6,479,830
Liabilities and Fund Balances													
Current Liabilities:													
Accounts Payable.													
8012-2021-20210 AP-Trade Payables (System)	66,598	184,044	47,293	79,102	115,730	120,834	263,157	234,757	157,848	248,137	36,783	53,837	70,114
8012-2021-20213 AMEX Trade Payables	0	0	0	0	0	0	0	0	0	0	(375)	(375)	(375)
8012-2029-20290 Other Accounts Payable	7,846	17,113	54,285	42,459	24,459	25,118	22,117	23,913	10,263	12,692	25,250	25,626	33,710
8012-2029-20294 AP-Patient Refunds	0	(1,871)	0	0	0	0	0	0	0	(123)	(108)	294	(268)
8012-2029-20295 AP - ASAP Program	16,283	16,283	16,283	16,283	16,548	16,548	16,548	16,548	16,548	16,548	16,548	16,548	16,548
8012-2029-20296 AP- Unclaimed Checks	3,553	3,553	3,553	3,553	3,553	3,553	3,553	3,553	3,553	3,553	3,553	3,553	5,734
8012-2029-20299 Patient Credit Balances	33,320	40,803	43,263	59,713	73,014	26,312	76,917	47,039	48,521	30,152	40,128	37,180	42,094
Total Accounts Payable	127,399	259,925	164,677	231,110	233,301	191,365	382,293	325,811	237,732	311,660	121,782	147,075	167,557
Due to related entities.													
8012-2090-20905 I/C A/P - Seton 8011	13,560,472	13,408,374	14,262,125	13,659,413	12,891,124	11,663,006	11,044,183	11,061,776	10,847,287	11,123,281	10,751,822	10,554,252	10,720,088
8012-2090-20932 I/C A/P - Verity Business Services 8050	664,235	701,492	720,283	784,404	800,765	844,447	884,641	949,305	988,240	1,032,084	1,095,911	1,178,742	1,238,714
8012-2090-20960 I/C A/P - St. Vincent 8010	600,818	600,818	600,818	600,818	600,818	600,818	600,818	600,818	600,818	600,818	600,818	600,818	600,818
8012-2090-20985 I/C A/P - O'Connor 8010	141,527	141,527	141,527	291,527	291,527	291,527	291,527	291,527	291,527	291,527	291,527	291,527	291,527
8012-2090-20986 I/C A/P - St. Louise 8011	150,871	250,871	250,871	250,871	0	50,871	50,871	50,871	50,871	50,871	50,871	50,871	50,871
8012-2090-20987 I/C A/P - St. Francis 8011	1,804,176	1,804,176	2,184,176	2,153,187	2,453,197	2,953,197	2,953,187	2,953,197	2,953,197	2,953,197	2,953,197	2,953,187	3,015,289
8012-2090-20971 I/C A/P - Verity Health System 8091	2,823,081	3,236,101	3,829,720	3,857,859	4,748,356	5,089,004	5,348,345	5,701,406	6,027,329	6,388,204	6,787,707	7,171,718	7,395,572
Total Due to related entities	19,235,180	19,742,359	21,449,500	21,277,858	21,285,808	21,183,870	21,373,582	21,808,900	21,959,249	22,606,982	22,731,853	23,002,124	23,513,160
ed Liabilities-													
II													
12-2031-20310 Accrued Payroll	364,807	334,850	358,797	168,309	272,412	320,318	241,019	345,919	353,213	181,511	248,323	324,568	272,457
8012-2035-20350 Federal Income Taxes Withheld	0	68,192	69,500	0	0	182	57,829	62,727	61,214	23	23	23	60,884
8012-2036-20360 FICA Social Security Taxes Withheld	30,317	70,969	70,497	14,101	20,226	23,212	84,963	77,133	76,652	19,138	21,223	27,913	83,843
8012-2037-20370 State Income Taxes Withheld	0	22,395	19,592	0	0	31	18,609	20,300	20,545	(227)	(227)	(227)	21,398

Verity Health System
Seton Medical Center Coastside
Balance Sheet
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
6012-2039-25000 Other P/R Ded - SDI Withheld	0	3,689	3,292	0	0	21	3,671	4,398	4,358	(7)	(7)	(7)	4,072
6012-2039-25010 Other P/R Ded - Union Dues	(584)	2,954	(1,007)	0	0	34	4,001	3,968	3,849	(43)	(43)	(43)	3,602
6012-2039-25020 Other P/R Ded - Flex Spending	9,112	9,804	9,882	10,060	8,387	9,757	10,771	8,893	10,878	12,482	14,247	16,012	11,581
6012-2039-25029 Other P/R Ded - VOLB	594	894	1,007	0	0	0	408	413	443	(40)	(40)	(40)	541
6012-2039-25031 Other P/R Ded-Short Term Care Liab	(417)	1,034	(3)	19	(291)	(468)	142	(5)	(128)	(284)	(414)	(579)	93
6012-2039-25070 Other P/R Ded - Defer Comp	8,481	50,906	2,717	62,089	4,188	14,707	50,274	54,882	53,993	52,859	5,547	8,884	53,716
6012-2039-25080 Other P/R Ded - Donations	35	35	70	140	176	210	315	385	455	525	595	665	850
6012-2039-25090 Other P/R Ded - Healthcare Reimb	9,653	13,799	11,827	14,602	16,019	17,299	21,187	22,449	23,621	24,239	27,858	31,415	23,452
6012-2039-25100 Other P/R Ded - Garnishments	0	714	529	529	0	0	1,523	1,523	1,523	529	0	0	1,361
Total Payroll	418,959	576,234	564,000	277,848	321,117	386,313	474,390	602,885	600,418	297,703	317,082	406,801	509,829
Vacation & Other Compensated Absences.													
6012-2032-20320 Accrued Vacation Holiday & Sick Pay	804,880	838,038	857,738	888,888	811,487	853,672	847,448	877,293	901,137	968,029	993,528	1,031,798	1,014,195
I. Vacation & Other Compensated Absences	804,880	838,038	857,738	888,888	811,487	853,672	847,448	877,293	901,137	968,029	993,528	1,031,798	1,014,195
Other													
6012-2049-20465 RPHE Pension Funding	7,214	10,821	0	4,893	9,786	14,679	19,572	24,465	10,193	14,639	19,486	6,132	9,961
6012-2049-20466 DCHS Retirement Plan - 401 A	16,982	20,761	6,661	25,734	12,177	15,211	36,942	25,302	27,803	30,809	15,204	19,070	42,827
6012-2049-20490 Other Accrued Expenses Payable	501,593	608,386	577,860	576,045	499,742	424,648	411,316	283,604	328,043	233,419	289,598	334,269	484,334
6012-2049-20492 IBNR Accrued Liability - Medical	4,681	803	2,466	6,910	17,358	29,909	29,983	82,460	76,885	157,753	172,432	222,409	337,614
6012-2049-20493 Other Accrd Liab- Sales Tax	60	36	16	86	32	21	7	36	27	19	19	23	91
6012-2049-20494 IBNR Accrued Liability - Dental	0	0	0	22,029	23,980	25,321	25,658	30,998	30,922	17,737	4,598	18,712	32,857
6012-2049-20495 IBNR Accrued Liability - Vision	0	0	0	0	0	0	0	0	0	0	0	0	701
6012-2131-21310 Deferred Income - Patient Deposits	6,283	8,348	18,845	14,225	17,980	12,257	18,994	12,880	16,184	12,242	14,042	14,918	15,448
Total Other	536,792	649,133	605,848	649,921	580,796	519,044	542,440	469,725	488,617	448,818	515,383	814,433	903,832
Total Current Liabilities	21,223,191	22,085,690	23,641,782	23,325,455	23,232,470	23,118,264	23,620,150	24,084,894	24,197,350	24,621,193	24,879,807	25,202,030	26,108,874
Other Liabilities:													
Pension Plan LT													
6012-2272-22715 Post Retirement. Bene - SEIU Long Term	27,000	24,833	27,333	27,500	27,667	27,833	28,000	28,167	28,333	28,500	28,667	25,833	24,000
Total Pension Plan LT	27,000	24,833	27,333	27,500	27,667	27,833	28,000	28,167	28,333	28,500	28,667	28,833	24,000
Total Other Liabilities	27,000	24,833	27,333	27,500	27,667	27,833	28,000	28,167	28,333	28,500	28,667	28,833	24,000
Long-Term Debt													
NET ASSETS.													
Unrestricted.													
6012-2310-33100 URF-Unrestricted Net Assets	(17,841,379)	(17,689,257)	(17,689,257)	(17,689,257)	(17,689,257)	(17,689,257)	(17,689,257)	(17,689,257)	(17,689,257)	(17,689,257)	(17,689,257)	(17,689,257)	(17,689,257)
6012-2331-33310 Donated Property Plant & Equipment	1,436,851	1,436,851	1,436,851	1,436,851	1,611,339	1,611,339	1,611,339	1,614,737	1,614,737	1,614,737	1,614,737	1,614,737	1,614,737
Total. Unrestricted	(16,264,529)	(16,252,406)	(16,252,406)	(16,252,406)	(16,077,917)	(16,077,917)	(16,077,917)	(16,074,519)	(16,074,519)	(16,074,519)	(16,074,519)	(16,074,519)	(16,074,519)
Total Net Assets	(16,252,406)	(16,742,848)	(16,886,812)	(17,028,820)	(16,993,017)	(17,319,088)	(17,584,305)	(17,892,195)	(18,090,444)	(18,370,764)	(18,721,952)	(19,134,257)	(19,682,844)
TOTAL LIABILITIES AND FUND BALANCE	4,997,785	5,347,675	5,800,283	6,324,135	6,266,119	5,827,012	6,063,845	6,220,865	6,135,239	6,278,929	6,186,322	6,096,597	6,479,830

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Verity Healt Systems
Seton Medical Center Coastside
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
REVENUE													
Other	(53,630)	(53,488)	54,348	(54,488)	518,812	(57,320)	(52,116)	520,013	55,744	(518,543)	510,345	(54,633)	51,798
Total Acute	(3,630)	(3,488)	4,348	(4,488)	10,812	(7,320)	(2,116)	29,013	5,744	(16,543)	10,345	(4,633)	1,798
SNF													
Self Pay	989	0	11,040	64 194	64,025	1,823	0	0	10,220	0	0	0	0
Comm Ins	128,179	228,139	174,025	143,848	109,112	128,445	148,132	113,897	125,227	260,760	288,417	228,760	274,888
Comm MgdCare	62,912	87,576	32,292	210,743	28,354	151,973	133,148	128,835	79,263	39,440	79,285	69,969	21,445
Medicare	690,179	262,183	223,969	130,970	149,913	243,395	236,273	394,282	348,541	490,127	300,391	297,848	165,659
Medicare MgdCare	149,244	37,844	0	69,115	8,824	18,200	29,755	69,000	2,240	0	0	0	7,891
Medi-Cal	2,800,821	2,727,113	2,704,053	2,393,577	2,501,417	2,760,904	2,948,180	3,118,576	2,828,440	3,244,127	3,142,952	3,281 697	3,251,947
Medi-Cal MgdCare	1,663,028	1,643,877	1,671,359	1,623,787	1,689,345	1,828,812	1,628,201	1,838,843	1,472,653	1,603,314	1,414,066	1,642,420	1,604,491
Total SNF	4,995,053	5,056,490	5,105,755	5,002,302	5,159,588	4,950,832	5,112,378	5,267,523	4,884,077	5,576,778	5,225,712	5,515,988	5,279,122
Total Gross Inpatient Revenue	4,991,122	5,053,002	5,110,103	4,997,815	5,170,401	4,943,512	5,110,262	5,297,536	4,889,822	5,559,935	5,236,057	5,511,335	5,280,920
Gross Outpatient Revenue:													
Outpatient:													
Self Pay	60,829	37,003	57,345	62,336	66,603	47,853	38,822	72,336	76,193	49,266	49,911	72,424	63,603
Comm Ins	19,845	26,834	20,829	29,419	33,170	37,912	31,261	42,229	17,748	13,866	15,435	12,963	8,303
Comm MgdCare	269,210	258,055	253,666	178,834	268,304	243,897	263,971	288,853	204,345	242,424	221 152	249,828	223,269
WC Comp	24,063	11,277	17,823	22,504	22,336	13,080	12,833	21,237	17,383	31,218	11 157	12,280	17,048
MedCare	171,726	126,119	69,883	118,754	108,836	131,348	148,762	159,089	93,794	157,368	157,589	125,766	121 445
Medicare MgdCare	25,259	8,514	6,027	13,569	6,063	14,826	4,910	17,755	21,809	11,000	19 257	5,929	19,376
Medi-Cal	31 103	20,193	24,812	19,376	12,829	28,852	27,400	19,907	42,456	27 988	33,295	49,476	28,878
Medi-Cal MgdCare	238,423	271,259	214,851	208,086	193,029	268,437	218,176	288,903	241,656	254,738	225,711	262,277	263,231
Other	20,509	20,205	33,905	29,224	25,869	(3,647)	60,230	(37 051)	38,846	(9,304)	(3,306)	30,111	19,647
Total O/P	852,148	806,206	760,154	677,177	729,530	753,348	893,216	888,003	752,602	811,891	730,611	838,911	825,490
Total Gross Outpatient Revenue	852,148	806,206	760,154	677,177	729,530	753,348	893,216	888,003	752,602	811,891	730,611	838,911	825,490
Total Gross Revenue	5,843,270	5,859,208	5,870,257	5,674,992	5,899,930	5,696,858	6,003,478	6,175,543	5,642,424	6,371,826	5,966,667	6,348,246	6,106,411
Deductions from Revenue *Inpatient Contractual Allowances.*													
Medicare Traditional	(71,053)	226,027	206,133	262,521	(526,169)	(450,149)	(106,633)	42,527	77,600	555,550	368,030	152,360	101,208
Medicare - Managed Care	177,254	148,523	112,320	114,921	205,394	152,000	109,551	182,452	104 115	157,328	157 400	113,440	148,106
Medical Traditional	2,918,125	2,994,124	2,794,105	2,767,535	3,724,679	3,515,152	3,309,053	3,153,388	2,787,229	3,079,368	2,945,379	3,286,154	3,212,715
HMO	217,254	209,118	343,239	173,280	225,000	227,755	155,435	(55,874)	351,660	537,683	341 108	474,402	274,521
Total - Inpatient Contractual Allowances	3,229,581	3,597,792	3,647,857	3,299,157	3,432,161	3,574,789	3,477,516	3,329,791	3,350,832	3,927,154	3,780,967	4,038,356	3,835,255
Outpatient Contractual Allowances:													
Medical Traditional	343,573	268,780	264,857	210,982	198,607	294,286	347,946	321 142	254,308	353,529	292,583	321,417	353,719
HMO	156,874	156,652	118,694	138,939	194,542	108,149	179,390	144,992	145,008	101,290	117,579	133,232	157,681
Total - Outpatient Contractual Allowances	400,646	402,432	373,101	349,207	362,849	402,435	527,336	436,134	429,371	435,119	377,882	463,649	511,380
ER Contractual Allowances:													
Provider Fees:													
DispShare Pymt													
I - Contractual Allowances	3,630,207	4,000,214	4,020,957	3,648,364	3,795,010	3,977,224	4,004,853	3,765,925	3,780,203	4,362,273	4,158,849	4,500,005	4,346,634
By:													
	9,002	(3,360)	6,053	4,870	8,532	5,423	5,826	12,634	8,960	8,738	8,027	12,617	9,002
Total - Charity Allowances	9,002	(3,360)	6,053	4,870	8,532	5,423	5,826	12,634	8,960	8,738	8,027	12,617	9,002
Other:													
Other	44,238	34,407	23,280	34,441	14,163	12,147	5,085	375,307	20,393	18,568	8,528	18,310	14,084
Total - Other Allowances	44,238	34,407	23,280	34,441	14,163	12,147	5,085	375,307	20,393	18,568	8,528	18,310	14,084
DSH:													
Total - Deductions From Revenue	3,683,447	4,031,261	4,052,290	3,687,675	3,815,704	3,994,793	4,015,744	4,154,067	3,809,556	4,389,588	4,176,403	4,531,933	4,369,700
Pat. Rev. Net of Contractuals & Other Deduct	2,165,823	1,827,947	1,817,366	1,987,319	2,084,226	1,702,064	1,987,734	2,021,477	1,832,868	1,982,246	1,890,264	1,816,314	1,736,710
Provision for Doubtful Accounts	23,639	37,345	23,386	93,282	103,448	(85,936)	58,188	188,439	48,807	138,446	100,801	25,911	(94,897)
Net Patient Revenue	2,142,184	1,790,602	1,793,980	1,894,038	1,980,780	1,787,400	1,929,536	1,833,038	1,786,061	1,843,800	1,789,463	1,790,403	1,831,607
Other Revenue:													
Other Revenue	20 187	71,461	132,031	58,706	73,398	35,915	(9,792)	(4,259)	21,542	29,519	62,033	47 123	61,797
Total Other Revenue	20,187	71,461	132,031	58,706	73,398	35,915	(9,792)	(4,259)	21,542	29,519	62,033	47,123	61,797
Unrestricted Contributions:													
Total Revenues	2,162,371	1,862,062	1,926,012	1,952,742	2,054,177	1,823,315	1,919,744	1,848,778	1,807,603	1,873,319	1,851,496	1,837,526	1,893,404
EXPENSES:													
Productive Salaries:													
70000 Wages & Supervision	43,883	48,894	49,869	57,343	48,302	46,310	57,057	49,731	48,965	70,018	55,439	36 158	34,965
70100 Technician & Specialist	82,069	91,864	82,841	79,376	89,884	76,026	73,785	76,829	70,857	88,489	83,806	66,846	76,537
70110 Tech & Spec Prem Pay	10,339	13,315	4,616	13,764	9,396	7,369	12,642	11,634	8,159	8,522	8,856	4,778	9,435
70200 Registered Nurses	152,837	200,288	203,211	191,914	209,629	162,035	184,599	178,829	170,487	220,303	194,823	180,471	203,338
70210 Registered Nurses Premium	63,703	85,640	86,627	83,867	43,695	84,824	85,364	84,440	69,912	89,770	89 467	83,668	87,701
70220 Licensed Vocational Nurses	102,884	101,317	94 144	100,162	105,535	114,232	107,439	108,739	93,834	97,305	75,105	98,317	97,079
70230 Licensed Vocational Nurses Premium	29,007	25,714	36,633	32,643	16,340	15,838	35,356	36,301	28,341	34,815	38,371	34,665	35,749
70400 Aides & Orderlies	141,321	169,397	148,813	172,825	166,923	171,992	205,811	164,399	177,834	221,838	215,728	217,439	199,857
70410 Aides & Orderlies Premium	152,035	128,602	148,454	114,355	90,809	137,574	112,821	128,584	100,600	78,917	85,403	91,236	143,729
70600 Clerical & Other Admin	69,918	97,810	76,005	91,384	69,665	69,866	69,007	69,264	69,732	77,245	87,311	78 431	69,847
70610 Clerical & Other Admin Premium	4,853	3,860	3,892	5,344	5,048	4,477	(3,052)	7,413	3,270	1,288	1,373	1,852	2,851
70620 Environmental & Food Services	51,033	45,295	51,570	44,760	50,224	50,917	51,339	50,445	47,522	55,257	52,852	48,203	55,565
70630 Environmental & Food Services Premium	6,253	6,247	5,956	13,799	4,504	3,179	5,023	9,357	5,057	1,023	2,253	3,919	5,255
70900 Other Salaries & Wages	14 145	13,655	12,855	7,825	7 897	12,822	11,218	13,811	13,865	15,313	12,437	16 184	13,414
70940 Other Salaries & Wages Premium	600	3,312	1,473	2,680	3,644	69	3,057	3,097	2,357	(402)	1,301	1,961	4,038
Total Productive Salaries	930,228	994,777	970,085	946,813	958,013	885,606	1,009,536	1,014,494	899,258	1,044,960	934,648	958,548	976,979
Non-Productive Salaries:													
71000 Vacation Holiday & Sick Leav	118,985	123,653	104 815	109,044	116,830	127,229	99,629	120,999	108,816	127,200	123,233	128,359	133,180
71201 Ed Leave	8,208	14,734	850	2,527	4,765	8,628	(3,397)	0	2,069	169	3,210	6,173	2,411
71202 Orientation	28,504	8,078	7 404	5,216	9 122	8,038	6,150	6,872	20,752	13,374	21,583	7 157	18,105
71210 Other Non Productive	3,038	7,260	4,383	6,621	4,634	6,715	2,419	5,263	2,630	7,715	2,980	7,251	3,550
71275 BONUS	209	209	209	209	209	6,883	147	218	853	1,633	199	0	209
71550 Severance Pay	0	8,528	0	0	0	0	0	0	0	0	0	0	0
Total Non- Productive Salaries	159,345	159,442	117,173	123,840	129,891	158,371	107,018	133,328	132,334	150,154	151,216	148,816	150,884
Total - Salaries & Wages	1,089,572	1,154,219	1,087,258	1,072,753	1,087,704	1,043,977	1,116,554	1,148,822	1,031,592	1,194,235	1,085,881	1,105,364	1,127,863
Registry:													
Labor													
hr Contct Serv - Long Term	(85,230)	0	0	0	0	0	0	0	0	0	0	0	0
hr Contct Serv-Temp ShrTrm	7,684	0	0	0	0	0	0	0	0	0	0	0	0
otal - Contract Labor	(81,547)	0	0	0	0	0	0	0	0	0	0	0	0
Benefits & Taxes:													
71000 FICA	76,602	77,050	67,236	63,373	72,970	68,433	84,242	74,801	69,322	79,648	70,755	71,479	73,135

Verity Healt Systems
Seton Medical Center Coastside
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
71300 Group Health Insurance	186,852	193,709	202,689	196,386	184,447	177,849	213,266	44,855	46,661	42,442	32,960	33,254	61,634
71304 EMP Medical Cost - Credit	0	0	0	0	0	0	0	2,110,456	0	0	0	0	0
71333 EMP Medical Cost - Credit	0	0	0	0	0	0	0	(2,110,456)	0	0	0	0	0
71305 Group Health Self Insured	7,765	350	16,526	16,700	10,795	5,851	3,944	63,547	70,000	128,779	190,303	213,439	210,804
71310 Group Health Insured	8,575	7,573	(10,001)	(5,916)	(462)	2,024	(9,822)	11,481	13,469	15,265	14,931	7,024	10,350
71320 Group Health Vision	3,319	(224)	(224)	800	(535)	488	790	761	1,051	177	3,055	3,895	(2,699)
71330 Dental Insured	12,250	5,252	11,493	(1,439)	(1,203)	(1,445)	(2,255)	(1,459)	(1,559)	(1,641)	(1,622)	(1,656)	(2,353)
71354 Dental Insured XMR	4,529	6,010	(126)	11,476	11,105	11,735	11,741	11,564	10,914	(2,697)	10,166	14,208	14,845
71355 Medical Ref-Contract	(322)	(453)	(526)	(322)	(322)	(322)	(455)	(647)	(647)	(647)	(647)	(647)	(1,270)
71305 Dental Ref-Contract	(1,118)	0	0	0	0	0	0	0	0	0	0	0	0
71315 Life ADED Ref-Contract	0	0	226	93	63	64	64	70	70	70	70	70	70
71420 Group Life Insurance	1,301	933	1,449	1,439	1,029	1,040	361	1,695	1,732	1,734	1,553	1,859	872
71500 Pension	3,607	3,607	3,764	4,593	4,693	4,893	4,693	4,693	4,693	5,448	4,829	4,829	4,529
71510 Retiree Health	(321,000)	(2,157)	2,600	157	157	157	157	157	157	157	157	157	(4,533)
71515 403B - Employer Match	10,091	11,224	10,360	10,435	10,466	10,976	9,064	11,535	9,768	9,834	11,009	12,160	29,281
71516 Retirement Plan - 401 A	39,191	42,078	38,794	39,174	49,202	58,071	43,783	47,178	42,205	44,276	40,185	46,114	63,662
71720 Fringe Benefits	(5,052)	6,000	0	0	0	0	0	0	0	0	0	0	0
71800 Workers Compensation Insurance	18,152	11,527	11,527	11,527	11,527	11,527	11,527	11,527	11,527	11,527	11,527	11,527	11,527
71804 WC - TPA & Other	0	19,246	0	0	19,246	0	0	10,713	0	4,244	18,566	0	0
71810 LTD	(447)	2,110	1,896	1,849	1,650	1,839	1,695	1,454	1,809	1,602	1,667	1,674	1,453
71820 Misc Emp Benefits	3,468	3,624	3,624	3,250	3,630	4,315	3,255	3,639	5,052	4,193	3,659	4,366	3,429	3,521
71900 Other Employee Benefits (Non-Payroll)	1,577	631	1,173	1,237	1,333	1,353	679	999	629	(400)	1,679	913	(10,526)
71910 EAP	36	256	252	254	256	256	255	256	259	255	253	253	253
71920 Bd & Resturant	0	0	2,000	2,229	0	0	0	368	0	0	0	0	0
Total - Taxes & Benefits	**14,174**	**388,377**	**357,933**	**352,262**	**373,887**	**338,769**	**356,494**	**269,496**	**283,947**	**330,999**	**412,807**	**417,684**	**352,141**
Total - Labor Costs	**1,041,199**	**1,540,596**	**1,455,191**	**1,425,015**	**1,481,590**	**1,382,746**	**1,472,098**	**1,449,312**	**1,315,239**	**1,494,933**	**1,498,868**	**1,523,047**	**1,679,804**
Medical Fees:													
72201 Medical-Physicians Advisories	1,666	1,666	1,666	1,666	311,666	79,166	79,166	79,166	79,166	79,166	79,166	79,166	79,166
72221 Medical-Phys Clinical Fees	82,300	82,300	72,700	77,500	(232,500)	0	0	0	0	0	0	0	0
72231 Medical-Phys Call Pol Cov	0	0	8,800	4,600	0	8,600	4,600	4,600	4,600	4,600	4,600	4,600	4,600
Total - Medical Fees	**83,966**	**83,966**	**83,966**	**83,966**	**79,166**	**87,766**	**83,766**	**83,766**	**83,766**	**83,766**	**83,766**	**83,766**	**83,766**
Supplies:													
73200 Sutures & Surgical Needles	0	15	0	325	44	0	35	0	117	37	143	35	79
73201 Endomechanicals	0	0	0	0	0	0	0	4	0	0	4	0	0
73300 Surgical Packs & Sets	425	320	413	359	209	276	376	339	369	349	288	160	362
73400 Surgical Supplies-General	765	364	1,098	698	656	576	409	759	348	688	596	359	654
73403 Ortho Supplies	4	145	15	40	0	0	0	0	0	118	66	0	0
73500 Anesthetic Materials	0	0	5	0	5	6	3	11	0	0	0	0	0
73600 Oxygen & Other Medical Gases	4,073	(1,333)	2,662	971	1,408	1,654	124	2,376	649	333	1,079	0	4,451
73700 IV Solutions	383	223	369	502	248	153	273	289	255	344	382	370	327
73800 Pharmaceuticals	57,451	65,699	48,339	65,555	50,013	52,748	64,559	54,813	52,533	49,634	43,629	46,004	41,718
74000 Radiology Films	405	229	216	337	152	216	216	135	0	0	40	107	83
74100 Other Medical Care Materials & Supplies	14,547	10,257	13,185	12,852	15,155	15,219	13,372	13,644	12,040	9,102	9,378	12,385	14,555
74104 Syringes	815	696	745	650	974	954	718	1,006	745	843	741	934	936
74105 Others	4,145	3,443	3,445	4,335	3,260	3,661	3,194	3,674	3,266	3,628	3,650	5,469	5,578
74110 Chemistry Solutions	0	0	0	0	0	276	0	0	0	0	0	13	0
74123 Microbiology	0	40	0	0	0	0	282	0	0	0	0	0	0
74124 Phlebotomy	0	0	0	0	0	0	0	0	0	0	0	0	95
74125 Inventory Adjustments	8,778	0	0	0	0	0	0	0	0	0	0	0	8,034
74200 Food-Meals Pts Poultry	67	0	0	96	0	126	185	0	40	0	0	0	122
74300 Food-Other	4,366	7,250	5,973	5,675	3,257	5,361	5,831	7,139	5,231	5,859	6,132	5,685	10,950
74400 Linen & Bedding	0	61	0	2,980	61	138	0	0	122	55	0	137	69
74500 Cleaning Supplies	4,102	4,752	4,922	11,969	3,335	4,753	7,179	4,215	7,885	4,922	3,259	10,747	5,042
74530 Office & Administrative Supplies	2,123	2,809	3,961	1,177	1,761	994	2,990	220	(4,734)	3,182	3,623	1,676	1,256
74550 Forms	0	111	2,530	223	150	376	100	0	218	228	207	(195)	1,333
74700 Employee Wearing Apparel	44	0	0	57	9	249	107	635	145	1,031	168	114	125
74800 Instruments & Minor Medical Eq	555	76	1,221	315	55	53	28	193	1,323	1,364	54	21	825
74900 Other Minor Equip	553	1,550	600	2,026	8,196	548	1,255	1,215	870	5,522	1,057	4,183	1,191
74901 Software Computer	433	0	0	0	0	0	0	0	0	0	0	0	0
74902 Hardware Computer	497	0	123	0	0	0	0	0	0	0	0	0	0
76000 Other Non-Medical Supplies	11,502	10,664	11,745	19,118	13,776	12,559	17,410	11,838	12,835	3,655	9,240	17,733	17,448
76005 Cost Reduction - Rebate & Discount	(7,581)	(600)	(620)	(1,599)	(5,306)	(1,014)	(356)	(600)	(1,539)	(600)	(600)	(600)	(600)
76220 Freight	126	(5)	88	130	94	64	82	62	78	220	0	0	257
76400 TS Rec Ctr CC-Supplies	62,627	69,823	69,433	65,000	59,892	62,484	84,297	61,267	58,579	62,069	63,709	64,136	57,825
tal - Supplies	**172,107**	**171,882**	**165,043**	**180,514**	**163,940**	**162,492**	**183,742**	**153,954**	**152,339**	**160,517**	**139,305**	**162,330**	**172,541**
- Professional Fees:													
Consultant & Major Fees	852	0	0	0	0	0	0	0	0	0	0	0	0
3031 Legal	0	(176)	0	0	0	0	0	0	0	480	0	0	8,606
Total - Professional Fees	**852**	**(176)**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**480**	**0**	**0**	**8,606**
3rd-Of-Area- Network Expense													
P/S - Intercompany Related Organizat													
76410 Corporate Management Svcs	0	138,764	64,831	37,644	92,339	109,195	89,203	99,627	73,872	92,123	97,446	104,575	99,657
76415 Integrity Management Svcs	0	93,840	93,840	93,840	93,840	93,840	93,840	93,840	93,840	93,840	93,840	93,840	93,840
76420 WBS Acct JD Allocation	(5,701)	17,257	18,771	(9,248)	11,662	18,080	13,457	33,017	13,960	24,824	22,885	17,595	28,413
76423 Parch - Svcs IT Reimb Acct	53,332	81,690	103,086	99,340	106,053	118,000	95,403	72,973	111,902	108,178	92,519	92,710	69,823
76428 PPS Outsource Mat Expense	44,306	45,097	0	19,259	24,414	28,652	(19,380)	21,647	29,276	13,136	40,962	86,910	22,821
76441 Parch Service Rel Org- Regions	8,905	3,822	4,914	4,600	3,899	4,950	4,899	5,276	4,169	4,683	3,906	4,172	3,389
Total - P/S - Intercompany Related Organizat	**120,944**	**382,559**	**285,542**	**270,231**	**333,412**	**383,917**	**278,252**	**336,481**	**326,888**	**340,985**	**354,740**	**379,015**	**315,372**
P/S - Other:													
76100 Parch Serv-Medical	1,441	0	0	807	445	37	841	0	1,963	0	0	0	1,328
76200 Parch Serv-Repairs & Maintenan	13,306	7,765	20,001	13,437	5,478	13,615	20,531	4,722	(14,686)	1,815	1,885	8,301	8,795
76300 Parch Serv-Collection Agencies	4,357	108	138	0	37	254	255	764	647	674	650	(2,226)	0
76500 Parch Serv-Outside Organizatio	134,795	61,562	(32,859)	58,768	45,066	46,537	54,203	59,855	61,602	61,823	50,585	43,183	64,446
76910 Printing & Forms	0	69	0	0	0	0	0	0	45	31	31	49	0
76911 Software Support & Maintenance	700	95	0	500	0	0	0	0	0	0	0	(595)	0
Total - P/S - Other	**154,771**	**69,659**	**(12,641)**	**73,514**	**54,907**	**60,503**	**76,833**	**61,131**	**49,416**	**64,223**	**52,723**	**44,563**	**55,174**
Rental & Leases:													
77600 Rental/Lease Costs-Buildings	3,620	3,727	3,727	3,398	1,691	1,691	1,691	39	1,691	1,551	1,691	1,691	1,691
77800 Rental/Lease Costs-Equip	27,458	30,683	31,643	27,254	42,819	37,555	41,274	28,796	37,422	(39,443)	8,778	15,646	35,808
Total - Rental & Leases	**31,138**	**39,410**	**35,370**	**30,647**	**44,600**	**39,146**	**42,855**	**28,835**	**39,009**	**(37,892)**	**10,333**	**17,127**	**37,388**
Other Expenses:													
78000 Licenses & Taxes	0	0	1,466	0	(1,121)	571	0	441	0	0	2,475	0	216
78400 Other Costs	291	764	4,899	445	452	952	420	304	310	259	224	377	293
78500 Telephone/Telegraph	9,291	8,429	(8,802)	1,270	891	2,212	621	205	852	1,530	1,457	1,022	3,314
78600 Dues & Subscriptions	800	0	0	0	2,721	0	2,885	0	77	577	14,169	(7,000)	778
78900 Outside Towing Services	144	0	0	169	0	0	0	0	69	350	0	65	49
78700 Meetings & Conventions	0	199	0	0	0	0	0	0	0	0	0	0	0
78800 Travel	0	0	0	0	0	633	550	(268)	(427)	277	94	73	131
78805 Mileage	0	14	0	0	0	0	0	0	0	0	0	0	0
78810 Business Meals	0	48	0	0	0	0	0	0	0	0	0	0	61
78844 Entertainment - Staff	0	0	0	0	0	0	0	0	0	0	350	0	0
78900 Recruiting	0	0	0	1,059	1,500	0	0	0	0	0	0	0	0
79000 Other Expenses	0	767	153	381	894	464	760	(48)	150	697	347	315	364
79003 Gifts & Entertainment	3,257	257	250	1,125	0	1,660	1,749	400	1,075	1,300	770	1,249	1,490
79050 Advertising	500	0	0	0	0	0	0	0	0	0	0	0	0
79200 Cash AP Offset Account	3,152	0	0	0	0	0	0	0	0	0	0	0	(32,711)
79202 Cash - PPS Purchase Temp Acct - Account	(3,152)	0	0	0	0	0	0	0	0	0	0	0	32,711
Total - Other Expenses	**15,073**	**7,530**	**(1,110)**	**4,400**	**4,596**	**6,301**	**6,655**	**1,048**	**1,947**	**5,339**	**19,889**	**(3,978)**	**6,700**
Total - P/S & Other Expenses	**321,878**	**498,383**	**306,961**	**380,892**	**437,316**	**469,769**	**400,449**	**437,494**	**417,042**	**373,145**	**437,710**	**438,827**	**423,239**
Bad Debt Expense:													
Insurance:													
78100 Insurance-Professional Liability	11,812	10,660	10,373	10,373	11,778	10,373	10,373	11,259	10,452	10,373	13,662	12,325	12,325
78500 Insurance-Other	2,205	19,117	2,702	2,702	12,348	2,702	2,702	5,052	2,702	2,702	2,702	2,702	2,702
Total - Insurance	**13,017**	**29,777**	**13,075**	**13,075**	**24,126**	**13,075**	**13,075**	**17,961**	**13,194**	**13,075**	**15,794**	**15,027**	**15,027**
Utilities:													
77700 Utilities-Electricity	8,048	8,622	9,052	9,456	8,644	8,765	7,938	8,817	8,168	8,422	8,352	8,822	9,644
77800 Utilities-Gas	2,670	3,676	2,493	2,348	2,457	4,458	5,904	6,811	6,857	7,006	5,079	4,068	6,413
77800 Utilities-Water	5,761	4,050	5,025	5,012	5,532	5,781	5,104	5,119	5,251	4,416	4,998	5,241	7,553
78600 Utilities-Other	853	853	975	975	990	975	975	975	979	980	980	0	1,662
Total - Utilities	**18,321**	**17,122**	**17,578**	**18,590**	**18,323**	**20,018**	**20,011**	**18,752**	**19,932**	**17,824**	**18,978**	**18,236**	**25,881**
Inc													
pn&Amort-Buildings & Improve	0	0	0	0	0	0	0	0	0	921	921	921	921
Dep&Amort-Equip	15,053	10,943	11,371	11,914	11,701	11,717	12,641	12,641	6,228	9,365	9,577	9,763	10,701
Total - Depreciation	**15,053**	**10,943**	**11,371**	**11,914**	**11,701**	**11,717**	**12,641**	**12,641**	**6,228**	**10,286**	**10,478**	**10,684**	**11,622**
Amortization:													

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Interest Expense													
79400 Interest Expense-Other	(320)	(991)	(1,129)	(1,139)	(1,320)	(1,320)	(1,041)	(1,064)	(1,125)	(88)	(127)	(271)	(80)
Total - Interest Expense	(320)	(991)	(1,129)	(1,139)	(1,320)	(1,320)	(1,041)	(1,064)	(1,125)	(88)	(127)	(271)	(80)
Total Expenses	1,668,049	2,352,304	2,052,176	2,112,750	2,184,884	2,147,284	2,184,963	2,180,067	2,005,852	2,153,639	2,202,884	2,249,841	2,411,891
Operating Income	496,322	(490,242)	(126,164)	(160,008)	(140,686)	(324,068)	(245,219)	(331,288)	(193,249)	(280,319)	(351,168)	(412,315)	(518,577)
Investment Income													
Net Income	496,322	(490,242)	(126,164)	(160,008)	(140,686)	(324,068)	(245,219)	(331,288)	(193,249)	(280,319)	(351,168)	(412,315)	(518,577)

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
REVENUE													
Other													
6012-6900-41191 IP Acute-Other	(3,930)	(3,488)	4,348	(4,488)	10,812	(7,320)	(2,118)	20,013	5,744	(16,843)	10,345	(4,633)	1,788
Total: Other	(3,930)	(3,488)	4,348	(4,488)	10,812	(7,320)	(2,118)	20,013	5,744	(16,843)	10,345	(4,633)	1,788
Total Acute	**(3,930)**	**(3,488)**	**4,348**	**(4,488)**	**10,812**	**(7,320)**	**(2,118)**	**20,013**	**5,744**	**(16,843)**	**10,345**	**(4,633)**	**1,788**
SNF:													
Self Pay													
6012-6580-41201 SNF-Self Pay	935	0	6,255	29 050	25,985	935	0	0	0	0	0	0	0
6012-6583-41201 SNF-Self Pay	0	0	0	0	0	0	0	0	10,220	0	0	0	0
6012-7500-41201 SNF-Self Pay	0	0	937	2,442	3,647	0	0	0	0	0	0	0	0
6012-7710-41201 SNF-Self Pay	54	0	1,570	14,791	11,760	0	0	0	0	0	0	0	0
6012-7770-41201 SNF-Self Pay	0	0	653	2,659	5,332	0	0	0	0	0	0	0	0
6012-7790-41201 SNF-Self Pay	0	0	1,626	8 032	4,301	668	0	0	0	0	0	0	0
Total: Self Pay	989	0	11,040	84,194	84,025	1,603	0	0	10,220	0	0	0	0
Comm Ins:													
6012-6580-41221 SNF-Comm	78,540	107,525	73,885	49,555	15,630	22,440	28,985	1,570	47,535	81,545	86,020	98,305	142,120
6012-6583-41221 SNF-Comm	12,775	79,205	79,205	78,650	79,205	78 650	79,205	79,205	107,310	107,310	143,020	79,205	79,650
6012-7500-41221 SNF-Comm	14,501	16,833	13,694	10,917	5,064	11,320	13,163	27,207	4,526	25,404	37,536	21,985	32,052
6012-7630-41221 SNF-Comm	537	0	0	0	0	0	537	0	1 436	2,136	0	0	0
6012-7710-41221 SNF-Comm	9,480	12,721	7,272	6 694	8,013	5,599	4,238	4 080	944	7,247	13,126	7,052	7,606
6012-7770-41221 SNF-Comm	2,649	0	0	0	0	6,721	4,100	345	5,264	8,698	7,390	8,629	6,667
6012-7780-41221 SNF-Comm	0	0	0	0	0	0	0	0	1,844	6,690	2,124	0	0
6012-7790-41221 SNF-Comm	7 707	4 065	0	0	0	6,720	9 824	0	16,257	21,340	10 110	15,309	11,273
Total: Comm Ins	126 179	220 129	174,005	143,816	109 112	129 445	140,132	112,897	185,237	259,770	299,417	238,790	274,668
Comm MgdCare:													
6012-6580-41222 SNF-Comm MgdCare	45,670	41,035	44 880	111,395	138,975	55,690	71,090	57,690	48,750	32,725	40,600	28,985	20,570
6012-6583-41222 SNF-Comm MgdCare	0	153,535	217 175	102,200	79,205	79,650	43,990	0	0	0	10,220	33,215	0
6012-7500-41222 SNF-Comm MgdCare	7 405	7,573	9 552	17,047	18,077	9,585	8,584	30,410	17,238	2,229	11,894	10,210	0
6012-7630-41222 SNF-Comm MgdCare	0	2,004	4 624	771	2,313	1,302	771	0	0	0	2,475	0	0
6012-7710-41222 SNF-Comm MgdCare	6,482	8,776	16,812	69 476	8,692	1,631	928	1,382	698	602	820	437	876
6012-7770-41222 SNF-Comm MgdCare	1,291	12,135	16,242	8,814	4 697	2,639	1,720	4 401	10,160	2,118	4,877	8,094	0
6012-7790-41222 SNF-Comm MgdCare	1,162	15,886	10,867	11,038	8,435	3 466	6,193	4,852	4 199	1 766	8,429	8,052	0
Total: Comm MgdCare	62,012	271,078	321,292	310,743	261,394	151,973	133 146	128,835	79,283	39 440	79,265	88,993	21 446
Medicare:													
6012-6580-41241 SNF-Medicare	88,825	69,735	39,915	53,295	112,200	196,325	195,525	210,875	120,565	169,065	148,565	91 630	61,348
6012-6583-41241 SNF-Medicare	79,205	157,435	232,505	53 655	0	0	0	39,770	79,205	178,295	185,910	153,525	45,200
6012-7500-41241 SNF-Medicare	17 155	17,552	28,371	13,778	18,280	20,313	24,226	66,164	18,387	33 164	18,387	13,553	10,631
6012-7630-41241 SNF-Medicare	0	0	1,308	0	1,254	2,040	537	2,094	0	2,193	2,193	1,395	1,200
6012-7710-41241 SNF-Medicare	4,894	4,586	8,922	4,551	10,056	6,816	4,215	4,932	1,319	3,388	11,077	8,035	732
6012-7770-41241 SNF-Medicare	0	1 607	8,777	1,815	4,086	8,058	6,204	10,165	12,439	27,070	13,730	18,936	2,765
6012-7780-41241 SNF-Medicare	0	0	0	0	0	0	0	0	0	2,998	0	0	0
6012-7790-41241 SNF-Medicare	0	1 066	6,521	2,943	4 033	4,634	4,300	14,262	18,268	28,957	9 440	18,390	13,819
Total: Medicare	190 179	242,180	322,999	130,070	149,913	240,386	235,373	344,262	245,841	460 127	390,391	297,648	158,559
Medicare MgdCare:													
6012-6580-41242 SNF-Medicare MgdCare	28,050	3 740	0	0	0	18,630	28,985	29,920	3,740	0	0	0	4,676
6012-6583-41242 SNF-Medicare MgdCare	76,550	26,105	0	48,545	7,555	0	0	0	0	0	0	0	0
6012-7500-41242 SNF-Medicare MgdCare	14,271	3,722	0	8,310	640	1,460	770	0	0	0	0	0	1,341
6012-7630-41242 SNF-Medicare MgdCare	537	0	0	0	0	0	0	0	0	0	0	0	598
12-7710-41242 SNF-Medicare MgdCare	17,897	1,751	0	1,293	219	0	0	0	0	0	0	0	0
-7770-41242 SNF-Medicare MgdCare	7,598	516	0	0	0	0	0	0	0	0	0	0	1,277
-7790-41242 SNF-Medicare MgdCare	4,324	0	0	0	0	0	0	0	0	0	0	0	0
Total: Medicare MgdCare	149,244	37,844	0	58 118	8,624	18,090	29,755	29,920	3,740	0	0	0	7,891
Medi-Cal:													
6012-6583-41261 SNF-Medi-Cal	1 818,850	1,721,055	1 721,038	1 814,855	1,567,715	1,570,895	1,571,210	1,579,330	1 605,755	1 776,855	1,748 435	1 819,930	1,752,150
6012-6580-41251 SNF-Medi-Cal	958,110	811,515	741,160	836,575	696,595	943,445	999 425	942,425	815,270	824 290	833 470	929,045	935,225
6012-7500-41251 SNF-Medi-Cal	137,220	110 405	131 405	133 452	145 491	149,589	154 158	337,540	363,501	455,853	373,534	377,023	355,794
6012-7630-41251 SNF-Medi-Cal	4,215	4,928	5,568	4,398	2,854	4 458	8,394	13,980	3,958	10,814	8,812	8,648	8,702
6012-7710-41251 SNF-Medi-Cal	55,988	63,973	60,576	73 068	135 454	78,764	77,071	79,873	97,293	87 123	110,296	71 626	77,335
6012-7770-41251 SNF-Medi-Cal	10,873	12,584	23,858	9,898	16,038	16,030	13 429	26,468	20,221	35,032	45,020	26,571	40 675
6012-7780-41251 SNF-Medi-Cal	0	0	0	0	0	0	0	1,844	1 005	3,689	0	0	0
6012-7790-41251 SNF-Medi-Cal	17 765	12,662	21,208	27,017	25,273	13,858	18,953	35,715	19 430	18,971	37,295	21,183	43 675
Total: Medi-Cal	2,800,821	2,737 179	2,705,853	2,702,577	2,691,417	2,780,904	2,948,781	3,116,975	2,926,443	3,214 127	3,142,562	3,261 107	3,213,947
Medi-Cal MgdCare:													
6012-6580-41252 SNF-Medi-Cal MgdCare	568,370	529,905	641,725	626,595	623,320	598,825	579,875	466,510	438,320	475,590	453,915	491,790	439 165
6012-6583-41252 SNF-Medi-Cal MgdCare	858,065	768,080	752,760	805,355	911 160	874,350	863,640	644,730	747,858	938,325	769,770	829 400	874,745
6012-7500-41252 SNF-Medi-Cal MgdCare	67,177	68,109	76,774	74,209	61,225	71 154	64,583	141,069	153,935	149,629	138,061	165,507	155,628
6012-7630-41252 SNF-Medi-Cal MgdCare	2,781	1,398	3,548	3,243	4,083	2,817	7,605	2,854	1,562	4,850	(53)	2,597	2,891
6012-7710-41252 SNF-Medi-Cal MgdCare	134,362	85,249	51,255	62,600	60,548	42,671	49,977	35,760	43,379	38,017	33,476	53,806	68 408
6012-7770-41252 SNF-Medi-Cal MgdCare	10,804	14 726	26,149	21,065	27,091	29 730	24 426	17 490	18,387	21,044	17,216	30 085	29,321
6012-7780-41252 SNF-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	2,819	4,230	0	12,710	2,042
6012-7790-41252 SNF-Medi-Cal MgdCare	7,079	10,610	16,152	12,320	7,817	10 634	16,155	8,010	10,455	10 459	11,978	36,334	35,293
Total: Medi-Cal MgdCare	1 656,628	1,545,077	1,571,364	1,605,787	1,695,245	1,626,912	1,626,291	1,535,813	1 430,633	1 603,314	1,414,058	1 942,430	1,804 491
Total SNF	**4,995,053**	**5,056,490**	**5,105,785**	**5,002,302**	**5,169,588**	**4,950,832**	**5,112,378**	**5,257,523**	**4,984,077**	**5,576,778**	**5,325,712**	**5,816,958**	**5,279,122**
Total Gross Inpatient Revenue	**4,991,122**	**5,053,002**	**5,110,103**	**4,997,815**	**5,170,401**	**4,943,512**	**5,110,262**	**5,297,536**	**4,989,822**	**5,559,935**	**5,336,057**	**5,811,335**	**5,280,920**
Gross Outpatient Revenue:													
Outpatient:													
Self Pay													
6012-7010-44501 OP-Self Pay	46 038	27 818	48 765	69,191	56,898	35,883	24 759	57,378	62,385	38 072	40 740	69,520	45,228
6012-7470-44501 OP-Self Pay	698	39	0	952	1,072	828	240	810	818	191	570	1 176	848
6012-7520-44501 OP-Self Pay	8,705	6 188	5,187	4,288	4 428	5,521	1,002	5,259	5,928	3 875	3 112	7,888	12,454
6012-7630-44501 OP-Self Pay	5,524	1,539	1,542	8,170	1 458	3,852	5,687	3,228	3,224	2,033	4,213	2,385	2,770
6012-7710-44501 OP-Self Pay	2,704	1 492	1 754	2,715	2,740	1,598	1,254	2,662	2,940	1,125	875	1,343	5,524
Total: Self Pay	63,629	37,003	57,248	82,335	66 603	47,382	32,822	72,258	75,193	45,296	49,211	72,424	63,800
Comm Ins:													
6012-7010-44521 OP-Comm Ins	16,257	22,057	19,002	18 467	24,187	24,830	18 719	28,762	12,303	10 423	13,900	4,579	4 438
6012-7470-44521 OP-Comm Ins	701	1,969	819	499	995	225	0	218	53	191	0	191	142
6012-7520-44521 OP-Comm Ins	363	0	318	0	0	0	711	375	0	1,105	702	0	0
6012-7630-44521 OP-Comm Ins	2,378	712	0	3,316	4 621	2,164	2,481	6 439	787	1 640	924	7 126	2,488
6012-7710-44521 OP-Comm Ins	1 178	2,098	720	137	3,367	2,794	490	488	1,884	109	309	137	1,254
6012-7770-44521 OP-Comm Ins	0	0	0	0	0	3,899	860	5,031	651	0	0	0	0
6012-7790-44521 OP-Comm Ins	0	0	0	0	0	0	0	0	1 770	0	0	0	0
Total: Comm Ins	19,945	26,834	20,859	20,419	33,170	33,912	21,291	41,239	17 748	13,556	15,435	12,043	8,303
Comm MgdCare:													
6012-7010-44522 OP-Comm MgdCare	178 172	242,803	205,657	121,205	174,528	182,800	213,429	202,844	155,100	148,293	148 427	173,598	142,434
6012-7470-44522 OP-Comm MgdCare	3,658	5,223	3,947	2,662	3,533	1,843	2,492	2,429	1 783	3 193	2,162	3,036	1,604
6012-7500-44522 OP-Comm MgdCare	35,859	28,190	21 788	29,082	26,924	26,733	25,082	40,470	23,591	31 573	32,074	28,157	22,342
6012-7630-44522 OP-Comm MgdCare	27,816	20,650	22,718	7,132	26,527	10,304	23,830	21,481	10,991	10,769	19 063	19,945	24,898
6012-7710-44522 OP-Comm MgdCare	7 429	11,276	8,635	8,005	16,901	6,108	(6,604)	8,823	8,077	4,840	3,933	9,372	4 654
2-7770-44522 OP-Comm MgdCare	13,297	10,812	12,662	4 616	5,869	18 132	10,782	12,718	7,705	13,447	17,503	18,287	24,536
Total: Comm MgdCare	269,239	318,955	283,508	170,834	258,301	243,917	268,971	288,593	204,240	210 421	221 182	249,608	220,068
mp:													
6012-7010-44531 OP-WIC	20,207	8,065	13,929	10,281	16,317	10,057	10 148	15,479	12,236	26,290	8,958	9 181	15,579
6012-7470-44531 OP-WIC	0	352	114	450	213	302	0	265	597	1,250	153	1,049	0
6012-7630-44531 OP-WIC	1 442	943	3,289	527	4,905	1 622	0	1,222	1,507	2,385	0	538	0

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
6012-7710-44531 OP-WC	294	621	201	2,145	922	892	82	1,581	1,066	2,293	2,038	1,512	1 467
6012-7770-44531 OP-WC	2,120	1,376	0	0	0	0	2,323	2,470	2,006	0	0	0	0
Total WC Comp	24,083	11,277	17 623	22,604	22,338	13,080	12,533	21,227	17,392	31,218	11 157	12,260	17,046
Medicare													
6012-7010-44541 OP-Medicare	52,554	69,595	48,728	61,290	51 913	70 164	88,253	102,097	38 817	94 457	72,828	60,458	54 483
6012-7470-44541 OP-Medicare	2,295	1 810	597	1,488	1,132	581	1 431	1 745	430	1 496	594	1,273	947
6012-7500-44541 OP-Medicare	47,606	36,506	31,529	40,299	33,484	32,826	37,994	39,678	40,483	33,905	35,851	30 060	30,068
6012-7530-44541 OP-Medicare	18,707	10,879	8,451	8 476	7,472	11,017	10,584	13,171	5,722	19,650	14 145	16,663	8,799
6012-7710-44541 OP-Medicare	3,671	3,842	890	1,376	847	5,088	3,457	2,253	728	1,188	1,192	3,573	1,890
6012-7770-44541 OP-Medicare	18,804	2,717	3,459	2,784	14 106	11,581	8,333	9,229	5,436	33,378	28,985	13,438	25,178
6012-7790-44541 OP-Medicare	0	0	0	0	0	0	0	0	1 152	3,272	4,179	0	0
Total Medicare	171,726	125,119	89 653	115,714	108,838	131,348	148,782	168 183	93,791	187,356	157,564	126,784	121,445
Medicare MgdCare													
6012-7010-44542 OP-Medicare MgdCare	20,858	6,332	6,471	12,294	8,704	11,986	3 795	12,193	16,268	5,923	15,959	2,276	12,334
6012-7470-44542 OP-Medicare MgdCare	396	0	0	600	191	184	0	191	445	93	255	0	244
6012-7500-44542 OP-Medicare MgdCare	1,200	457	1,540	0	0	139	1,115	0	509	1,698	275	0	0
6012-7530-44542 OP-Medicare MgdCare	3,658	1,542	0	958	0	1,365	0	2,347	0	0	2,306	3 654	2,447
6012-7710-44542 OP-Medicare MgdCare	254	273	16	106	58	526	0	181	778	0	472	0	197
6012-7770-44542 OP-Medicare MgdCare	0	0	0	(172)	0	344	0	2,873	3,511	3,330	0	0	244
Total Medicare MgdCare	26,264	8,614	8 027	13,686	8,953	14,524	4,910	17,785	21,509	11,050	19,267	5,929	15,376
Medi-Cal:													
6012-7010-44551 OP-Med-Cal	24,947	24,670	28,369	18,572	10,229	24,000	23,394	17,010	38,210	33,803	31,567	40,476	64,778
6012-7470-44551 OP-Med-Cal	164	1,067	496	191	125	184	0	191	412	382	166	637	710
6012-7500-44551 OP-Med-Cal	51	0	2,514	0	684	1,029	2,594	0	1,133	1,211	0	2,551	1,979
6012-7530-44551 OP-Med-Cal	8,719	2,293	2,767	0	1,588	843	771	1 706	0	2,634	505	2,228	5,301
6012-7710-44551 OP-Med-Cal	222	1,052	466	513	15	556	641	0	2,949	136	1 114	200	1,785
6012-7770-44551 OP-Med-Cal	0	0	0	0	0	0	0	0	0	0	0	0	2,324
Total Med-Cal	31 103	29,198	34 612	19,276	12,639	26,652	27,400	18,907	42,704	37,996	33,358	48,475	76,875
Medi-Cal MgdCare:													
6012-7010-44552 OP-Med-Cal MgdCare	205,229	199,892	185,812	179 143	170,907	222,379	278,794	257,378	217 486	241,592	192,032	231,894	238,255
6012-7470-44552 OP-Med-Cal MgdCare	1,909	2,534	2,609	1,703	1,206	1,104	425	1 131	1 126	1,202	994	3,052	2,282
6012-7500-44552 OP-Med-Cal MgdCare	8,848	8,114	8,253	8,872	5,578	7,557	11 004	11 738	8,273	8,311	8,979	11,557	11 482
6012-7530-44552 OP-Med-Cal MgdCare	9,189	18,993	4,878	9 118	13,812	6,848	20,013	15,583	8,313	18,399	13,045	18,912	9,143
6012-7710-44552 OP-Med-Cal MgdCare	8,766	8 060	6,305	8,020	2,745	3,848	4,165	3,115	3,334	3,178	2,796	4,680	7 124
6012-7770-44552 OP-Med-Cal MgdCare	3,762	4 740	8 436	2,923	776	5,001	3,704	7,960	5,154	15,050	12,896	14,082	14,944
Total Med-Cal MgdCare	235,423	231,299	214,691	209,085	193,024	246 437	318 178	296,903	241,686	284,732	229,711	282,377	283,231
Other:													
6012-6900-44591 OP-Other	1,327	11,841	(1,207)	(3,226)	17,589	(22,354)	51 847	(33,617)	20 735	(27 571)	(10,607)	8,901	(819)
6012-7010-44591 OP-Other	17,229	6,758	31,041	23,218	8,048	13,859	8,870	2,727	15 477	17,220	8,991	19 027	15 705
6012-7470-44591 OP-Other	251	0	338	223	0	407	191	39	276	0	54	354	300
6012-7500-44591 OP-Other	0	0	418	0	0	0	0	0	0	351	0	351	1 138
6012-7530-44591 OP-Other	1,442	1,457	815	730	0	4 144	864	0	784	0	538	698	1 478
6012-7710-44591 OP-Other	270	152	1 801	2,481	(68)	430	709	0	1,370	296	711	780	1,655
Total Other	20,669	20,208	33,006	29,224	25,569	(3,514)	60,250	(37,051)	38,640	(9,704)	(3,304)	30,111	19,547
Total O/P	859,148	806,206	760,154	677,177	729,530	763,346	893,216	868,008	752,602	811,891	730,611	836,911	825,490
tal Gross Outpatient Revenue	859,148	806,206	760,154	677,177	729,530	763,346	893,216	868,008	752,602	811,891	730,611	836,911	825,490
l Gross Revenue	5,849,270	5,889,208	5,870,267	5,874,892	5,899,830	5,896,859	6,003,479	6,176,543	5,842,424	6,371,926	6,068,687	6,348,246	6,106,411
Deductions from Revenue													
Inpatient Contractual Allowance													
Medicare Traditional:													
6012-5811-51810 CA MCre FFS-Inpt Acute	(71,053)	226,097	356 193	242,821	(626,189)	(480,145)	(106 633)	42,827	77,900	356,590	366,020	182,240	101,008
Total Medicare Traditional	(71,053)	226,097	356 193	242,821	(626,189)	(480 145)	(106,633)	42,827	77,900	356,590	366,020	182,240	101,008
Medicare - Managed Care:													
6012-5812-51820 CA MCre MgdCre-SNF	177,234	118,822	112,320	114,921	109,391	152,010	109,681	182,452	104,118	157,328	157,480	113 440	148,708
Total Medicare - Managed Care	177,234	118,822	112,320	114,921	109,391	152,010	109 681	182 452	104 118	157,328	157,480	113 440	148,708
Medical Traditional:													
6012-5821-51810 CA Medcl FFS -Inpt Acute	2,910,126	2,944 134	2,704 105	2,767,535	3,724,979	3,675 169	3,309,053	3,163,358	2,757,224	3,076,355	2,918,379	3,286,184	3,312,718
Total Medical Traditional	2,910 126	2,944 134	2,704 105	2,767,535	3,724,979	3,675,169	3,309,053	3,163,358	2,757,224	3,076,355	2,918,379	3,286,184	3,312,718
HMO													
6012-5852-51810 CA CommMgdCre FFS Inpt Acute	213,264	309 119	345,239	173,890	225,980	227,755	166 435	(66,874)	381,590	337,883	341,106	474 492	274,821
Total HMO	213,264	309 119	345,239	173,890	225,980	227,755	166 435	(66,874)	381,590	337,883	341,106	474 492	274,821
Total - Inpatient Contractual Allowances	**3,229,661**	**3,597,792**	**3,647,857**	**3,298,167**	**3,432,161**	**3,574,789**	**3,477,516**	**3,329,791**	**3,360,832**	**3,927,154**	**3,780,987**	**4,036,356**	**3,836,255**
Outpatient Contractual Allowances:													
Medical Traditional:													
6012-5821-54830 CA Medcl FFS -Outpatient	243,872	246,780	254,507	210,852	198,607	294,298	347,948	321 142	284,388	333,829	280,983	331 417	353,719
Total Medical Traditional	243,872	246,780	254,507	210,852	198,607	294,298	347,948	321 142	284,388	333,829	280,983	331 417	353,719
HMO													
6012-5852-54830 CA CommMgdCre FFS Outpatient	156,874	155,552	118,594	138,225	164,242	105,149	179,390	114,992	145,005	101,290	117,819	132,232	157,561
Total HMO	156,874	155,552	118,594	138,225	164,242	105,149	179,390	114,992	145,005	101,290	117,819	132,232	157,561
Total - Outpatient Contractual Allowances	**400,846**	**402,432**	**373,101**	**349,207**	**362,849**	**402,435**	**527,336**	**436,134**	**429,371**	**435,119**	**377,802**	**463,649**	**511,280**
ER Contractual Allowances:													
Provider Fees:													
DispShare Pyot													
Total - Contractual Allowances	**3,630,207**	**4,000,214**	**4,020,957**	**3,648,364**	**3,795,010**	**3,977,224**	**4,004,853**	**3,765,925**	**3,790,203**	**4,362,273**	**4,158,848**	**4,500,005**	**4,346,534**
Charity:													
Charity													
6012-5870-51835 CharityDisc-Pending	(3,522)	(1,335)	(1 124)	0	244	(244)	1 638	(1,638)	5,966	4,394	8,266	(14,576)	2,770
6012 5870-54830 CharityDisc Otlr Outpatient	12,524	(2,025)	9,177	4,870	6,288	8,667	3,988	14 572	2,992	4,344	2,761	27,596	6,232
Total Charity	9,002	(3,360)	8,053	4 870	6,532	8,423	5,626	12,934	8,960	8,738	9,027	12,617	9,002
Total - Charity Allowances	**9,002**	**(3,360)**	**8,053**	**4,870**	**6,532**	**8,423**	**5,626**	**12,934**	**8,960**	**8,738**	**9,027**	**12,617**	**9,002**
Other:													
Other													
10-51810 Admin Adj Inpt Acute	9 458	2,744	(1 184)	10,893	6,829	(10 118)	(13,825)	361 476	5,169	(6,181)	(5,233)	2,988	(981)
10-54830 Admin Adj Outpatient	34 772	31,663	25 044	23,548	7,634	22,282	15 690	13,833	15,224	24,749	13,761	16,324	15 026
Total Other	44,230	34 407	23,860	34 441	14 163	12,147	5,065	375,307	20,393	18,568	8,528	19,310	14,064
Total - Other Allowances	**44,230**	**34,407**	**23,860**	**34,441**	**14,163**	**12,147**	**5,065**	**375,307**	**20,393**	**19,568**	**8,528**	**19,310**	**14,064**

Verity Healt Systems
Seton Medical Center Coastside
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
DSH:													
Total - Deductions From Revenue	3,883,447	4,031,281	4,062,690	3,987,675	3,915,704	3,994,783	4,016,744	4,154,067	3,909,556	4,368,680	4,176,403	4,531,833	4,369,700
Pat. Rev. Net of Contractuals & Other Ded	2,165,823	1,827,947	1,817,386	1,867,318	2,084,229	1,702,064	1,697,734	2,021,477	1,832,868	1,882,246	1,890,264	1,818,314	1,736,710
Provision for Doubtful Accounts:													
6012-6300-51000 PrvBDBad Debt Expense	23,639	37,345	23,388	93,292	103,446	(68,338)	68,188	168,439	46,807	138,448	100,801	25,911	(94,897)
Provision for Doubtful Accounts	23,639	37,345	23,388	93,292	103,446	(68,338)	68,188	168,439	46,807	138,448	100,801	25,911	(94,897)
Net Patient Revenue	2,142,184	1,790,602	1,793,980	1,894,026	1,980,780	1,767,400	1,929,538	1,853,038	1,786,061	1,743,800	1,789,463	1,790,403	1,831,607
Other Revenue:													
Other Revenue:													
6012-6300-59910 Pharmacy	19,244	71,032	131,815	58,393	40,530	20,576	(25,393)	(12,173)	7,234	13,603	46,736	21,366	49,116
6012-6300-59920 Rebate And Refunds	0	0	0	0	0	0	8	0	0	0	0	0	0
6012-6700-59910 Medical Records/Abstract Sales	0	0	14	0	0	0	83	28	14	0	0	28	41
6012-6720-59920 Other Operating Revenue	0	0	0	0	32,500	15,000	15,500	7,500	14,000	15,500	15,000	15,500	15,000
6012-8553-59800 Ret Oper Rev-Gift Shop	943	429	202	313	368	239	0	386	294	216	297	230	639
Total Other Revenue	20,187	71,461	132,031	58,706	73,398	35,815	(9,792)	(4,259)	21,542	29,819	62,033	47,123	61,797
Total Other Revenue	20,187	71,461	132,031	58,706	73,398	35,815	(9,792)	(4,259)	21,542	29,819	62,033	47,123	61,797
Unrestricted Contributions:													
Total Revenues	2,162,371	1,862,062	1,926,012	1,952,742	2,054,177	1,823,215	1,919,744	1,848,778	1,807,603	1,773,319	1,851,496	1,837,526	1,893,404
EXPENSES:													
Productive Salaries:													
70000 Mgmt & Supervision:													
6012-6580-70000 Mgmt & Supervision	18,883	17,685	20,550	16,349	21 166	11,702	5,273	3,412	4,697	14,544	3,852	8,866	4 475
6012-7010-70000 Mgmt & Supervision	0	0	0	0	0	0	2,486	(58)	0	0	0	0	0
6012-7630-70000 Mgmt & Supervision	0	0	0	0	0	8 718	5,438	5 687	5,466	9,095	4,388	1 185	7,290
6012-7770-70000 Mgmt & Supervision	0	577	0	0	0	0	0	0	0	0	0	0	0
6012-8340-70000 Mgmt & Supervision	6,857	8,575	7,298	8,418	6,302	7,063	5,933	6 686	5 744	7 457	8,821	8,998	8,038
6012-8440-70000 Mgmt & Supervision	0	8,651	(400)	0	0	0	0	0	0	4,853	5 664	7,223	4,054
6012-8581-70000 Mgmt & Supervision	0	0	0	0	0	0	0	0	0	0	0	0	1 664
6012-8720-70000 Mgmt & Supervision	17,942	18,162	18,421	18,579	18 837	17,827	39,953	33,004	30,059	33,630	34,004	14,062	12,346
Total 70000 Mgmt & Supervision	43,683	48,651	45,869	37,343	46,302	45,310	57,087	48,731	46,966	70,018	55,429	39,196	34,966
70100 Technician & Specialist:													
6012-6580-70100 Technician & Specialist	4 444	5 147	5,265	4 778	5,312	5,062	3,022	5,204	3,809	6,918	9,891	7 138	4 109
6012-7010-70100 Technician & Specialist	0	0	0	0	0	0	0	0	0	0	0	0	217
6012-7630-70100 Technician & Specialist	459	(218)	1 484	457	(183)	305	591	998	(105)	718	2,711	(453)	1,726
6012-7630-70100 Technician & Specialist	18,581	20,220	20,052	18,535	19,078	14,036	18 859	17 167	18 420	22,157	18,002	21,354	17,535
6012-7710-70100 Technician & Specialist	21,696	50,501	42,927	39,190	42,268	40,700	39,295	42,008	36,300	42,937	40,503	43,284	39 635
6012-7770-70100 Technician & Specialist	6,377	3,853	4,068	600	3,784	4 115	3,118	3,330	3,368	3,604	3 496	2,428	3,741
2-7780-70100 Technician & Specialist	0	153	(19)	0	0	0	0	153	768	813	52	524	204
-7700-70100 Technician & Specialist	8,543	3,881	8,985	6,794	8,428	8,040	4,800	4,958	4 833	8,291	4,531	8,828	7,097
340-70100 Technician & Specialist	0	0	0	1,177	0	0	0	0	0	0	0	0	0
-8360-70100 Technician & Specialist	0	8,243	8,048	8 678	8,228	8,437	4 413	0	0	0	0	0	0
2-8440-70100 Technician & Specialist	5,870	1 138	0	0	0	0	0	0	0	0	0	0	0
6012-8720-70100 Technician & Specialist	0	2,543	4,624	4 068	4 680	1 708	1,081	1,716	2,887	5,053	4,322	4,929	4,322
6012-8740-70100 Technician & Specialist	0	0	0	0	0	0	0	0	0	0	0	107	(49)
Total 70100 Technician & Specialist	62,069	91,984	92,441	79,278	89,884	78,085	73,765	75 539	70,857	88 459	83,806	84 846	78,537
70110 Tech & Spec Prem Pay:													
6012-6580-70110 Tech & Spec Prem Pay	282	548	282	1,623	282	108	103	140	121	189	(28)	121	(9)
6012-7630-70110 Tech & Spec Prem Pay	7,532	9,683	4,312	15,398	9,048	7,219	9 527	10,338	4,933	7 065	8,578	4 647	7 767
6012-7710-70110 Tech & Spec Prem Pay	1 452	2,654	28	1,362	55	15	3,726	453	2,606	(569)	0	0	1,297
6012-7770-70110 Tech & Spec Prem Pay	57	237	0	293	0	28	(13)	578	483	(128)	8	0	347
6012-7780-70110 Tech & Spec Prem Pay	344	12	(3)	108	0	0	0	28	22	(5)	0	0	0
6012-8440-70110 Tech & Spec Prem Pay	438	385	0	0	0	0	0	0	0	0	0	0	0
6012-8720-70110 Tech & Spec Prem Pay	268	0	0	0	0	0	0	0	0	0	0	0	0
Total 70110 Tech & Spec Prem Pay	10,399	13,518	4 618	18 784	9,386	7,369	12,542	11,634	8 168	6,572	8,558	4,778	9,406
70200 Registered Nurses:													
6012-6171-70200 Registered Nurses	0	0	0	0	0	0	0	0	122	(27)	0	0	0
6012-6580-70200 Registered Nurses	129,889	144 168	140,548	131,383	147,763	115,941	109 109	107,540	119,368	158,849	122 672	133,122	148,798
6012-7010-70200 Registered Nurses	53,048	54,684	52,714	50,831	50,758	48,094	59 470	58,099	47,916	62,361	62,151	58,348	54,538
6012-8581-70200 Registered Nurses	0	416	(52)	0	0	0	0	0	3 081	(660)	0	0	0
Total 70200 Registered Nurses	182,937	209,268	203,011	191,214	208,539	162,035	184,579	175,639	170,487	220,303	184,823	189 471	203,336
70210 Registered Nurses Premium:													
6012-6580-70210 Registered Nurses Premium	36,270	38,543	19,028	31,501	19,176	13,326	34 527	39,836	21 422	22,807	33,348	32,978	32,047
6012-7010-70210 Registered Nurses Premium	27 433	26,990	19,601	32,066	24 630	11 469	51,837	24,603	37,383	34 186	25,110	29,690	25,654
6012-8581-70210 Registered Nurses Premium	0	0	0	0	0	0	0	0	107	(24)	0	0	0
Total 70210 Registered Nurses Premium	63,703	65,540	38,627	63,567	43,806	24,824	86,364	64 440	58,912	56,770	58 457	62,668	57 701
70300 Licensed Vocational Nurses:													
6012-6580-70300 Licensed Vocational Nurses	102,894	101,317	94 144	100 162	106,538	114,232	99,116	102,065	66,527	97 721	78,157	63,081	67 079
6012-8581-70300 Licensed Vocational Nurses	0	0	0	0	0	0	8,321	6,674	4,308	(420)	1,952	(764)	0
Total 70300 Licensed Vocational Nurses	102,894	101,317	94 144	100 162	106,538	114,232	107 439	108,739	60,834	97,301	76 109	63,317	67,079
70310 Licensed Vocational Nurses Premium:													
6012-6580-70310 Licensed Vocational Nurses Pr	29 007	26,714	38 633	32,543	18,340	15,636	34,272	63,016	57,914	24,663	26,371	64,550	30,749
6012-8581-70310 Licensed Vocational Nurses Pr	0	0	0	0	0	0	1,024	1,185	521	(148)	0	0	0
Total 70310 Licensed Vocational Nurses Premium	29,007	26,714	38,633	32,543	18,340	15,636	35,296	64,201	58,436	24,515	26,371	64,550	30,749
70400 Aides & Orderlies:													
6012-6580-70400 Aides & Orderlies	139 482	163,732	149,048	166,068	161 484	161,099	197,502	178,274	177,031	218,036	210,917	213,700	157 166
6012-7427-70400 Aides & Orderlies	0	0	0	0	0	0	0	182	(48)	0	2,399	0	0
6012-7770-70400 Aides & Orderlies	1,829	8,220	6,788	6,737	7 459	10,593	1 798	2,822	1,218	3,302	2,409	3,729	2,491
6012-8581-70400 Aides & Orderlies	0	448	0	0	0	0	6,312	3,022	(276)	0	0	0	0
Total 70400 Aides & Orderlies	141,321	169,397	155,812	172,825	168,923	171,692	205,611	184,299	177,924	221,338	215,725	217 429	159 657
70410 Aides & Orderlies Premium:													
6012-6580-70410 Aides & Orderlies Premium	151,892	128 485	146 484	114,257	92,999	127,874	111,929	126,270	100,715	78,099	85,253	91,235	143,513
6012-7427-70410 Aides & Orderlies Premium	0	0	0	0	0	0	0	0	0	0	150	0	0
6012-7770-70410 Aides & Orderlies Premium	114	206	0	208	0	0	132	510	278	(82)	0	0	226
6012-8581-70410 Aides & Orderlies Premium	0	0	0	0	0	0	760	805	(104)	0	0	0	0
Total 70410 Aides & Orderlies Premium	152,005	128,692	146 484	114,266	92,999	127,874	112,821	126,584	100,890	78 017	85,403	91,235	143,739
70500 Clerical & Other Admin:													
6012-6580-70500 Clerical & Other Admin	3,019	4,772	6,162	2,030	4,562	6,081	3 936	4,742	3,018	4,657	6,403	3,629	6,529
6012-7010-70500 Clerical & Other Admin	0	0	0	427	(142)	0	412	(37)	0	0	0	0	0
6012-7630-70500 Clerical & Other Admin	17,988	18,523	19,109	18,102	18 430	10,525	15,520	14 188	18,058	18,844	12,850	18,131	14 948
-7770-70500 Clerical & Other Admin	0	0	0	0	0	0	5 692	4 477	3,978	4,844	2,503	8,583	3,039
340-70500 Clerical & Other Admin	18,670	18,033	20,800	18,992	17 725	17 132	14,896	19,751	18,717	20,847	20 098	20,988	21 147
360-70500 Clerical & Other Admin	3,868	4,539	4,687	4,288	5 115	4,080	3,131	4,574	4,073	4,534	5 029	4,853	4 016
560-70500 Clerical & Other Admin	12,630	12,977	13,924	12,533	14,294	12,953	12,825	13,063	12,280	14,790	13,553	17 489	13,880
12-8581-70500 Clerical & Other Admin	0	0	0	0	0	0	0	0	0	0	1,601	744	0
6012-8700-70500 Clerical & Other Admin	7,051	8,059	8,283	3,820	4 476	8,474	6 048	8,748	6,842	8 648	8,040	7 169	8,291
6012-8720-70500 Clerical & Other Admin	2,621	4 608	4,327	3,172	4,566	701	4 680	761	2,259	2,363	(63)	0	0

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Total: 70500 Clerical & Other Admin	65,516	67,810	76,085	61,364	66,668	66,668	69,007	68,284	69,722	77,348	67,211	76,431	68,647
70510 Clerical & Other Admin Premium:													
6012-6580-70510 Clerical & Other Admin Premiu	273	176	340	255	(12)	(6)	22	0	0	0	0	0	0
6012-7500-70510 Clerical & Other Admin Premiu	21	(10)	0	0	0	0	0	0	0	0	0	0	69
6012-8340-70510 Clerical & Other Admin Premiu	2,326	2,384	888	3,154	4,638	3,406	11 729	5,121	2,457	1,281	753	828	1,647
6012-8360-70510 Clerical & Other Admin Premiu	180	19	28	480	0	0	0	21	21	18	18	69	18
6012-8580-70510 Clerical & Other Admin Premiu	449	664	0	735	18	148	1,341	1,580	783	(86)	438	553	1 103
6012-8681-70510 Clerical & Other Admin Premiu	0	0	0	0	0	0	0	0	0	0	173	0	0
6012-8700-70510 Clerical & Other Admin Premiu	(1)	45	0	509	19	15	9	11	0	0	0	0	3
6012-8720-70510 Clerical & Other Admin Premiu	1 458	371	1,847	1 091	458	914	(48)	700	7	53	(18)	0	0
Total: 70510 Clerical & Other Admin Premium	4,682	3,660	3,859	6,214	5 018	4 477	13,052	7 413	3,270	1,266	1,373	1,502	2,891
70600 Environmental & Food Services:													
6012-8340-70600 Environmental & Food Services	19,481	18 061	21,827	18 840	22,758	22,171	20 758	18,005	14,089	18,600	18,281	18,009	26,314
6012-8440-70600 Environmental & Food Services	23,213	18,818	20,763	17,469	27 093	27,730	20,194	20,185	24,940	31 301	26,235	25,719	31,207
6012-8480-70600 Environmental & Food Services	8,359	8,416	9,020	7,950	9,374	9,016	4,388	8,655	7,994	9 436	9,015	8,476	8,174
Total: 70600 Environmental & Food Services	51,053	45,295	51,670	44,260	59,224	58,917	51,339	50,445	47,022	58,237	52,602	49,203	65,695
70610 Environmental & Food Services Premium:													
6012-8340-70610 Environmental & Food Services Premium	2,410	1,994	3,122	3,032	42	1,494	2,988	2,696	279	44	629	634	5,159
6012-8440-70610 Environmental & Food Services Premium	1,848	3,023	858	10,373	4,529	197	3,692	4,292	3,805	(238)	1,403	140	1 603
6012-8480-70610 Environmental & Food Services Premium	1,995	1 929	1,978	398	318	1,468	1,362	2,479	1,883	1,217	0	3,246	1,488
70610 Environmental & Food Services Premium	6,253	6,947	5,958	13,799	4,894	3,179	8,022	9,357	5,967	1 023	2,032	3,919	8,250
70900 Other Salaries & Wages:													
6012-8350-70900 Other Salaries & Wages	9,314	8,681	8,837	8,149	7 857	8,658	8,760	9,342	6,308	10,230	7,358	9,932	7,573
6012-8491-70900 Other Salaries & Wages	4,831	5 024	3,830	(324)	0	4,368	4,536	4 488	4,260	6,078	5,778	5,252	4,641
Total: 70900 Other Salaries & Wages	14,145	13,685	12,456	7,825	7,857	12,922	11,315	13,811	10,568	15,318	12,437	15,184	12,414
70910 Other Salaries & Wages Premium:													
6012-8350-70910 Other Salaries & Wages Premiu	408	1,681	744	2,988	3,544	85	896	1,458	1,884	(265)	594	33	759
6012-8491-70910 Other Salaries & Wages Premiu	194	1,451	729	(4)	0	14	2,342	1 540	974	(147)	407	1,728	3,237
Total: 70910 Other Salaries & Wages Premium	600	3,312	1,473	2,980	3,544	99	3,037	3,057	2,357	(412)	1,001	1,761	4,036
Total Productive Salaries	**930,228**	**994,777**	**970,035**	**946,913**	**953,013**	**988,606**	**1,009,696**	**1,014,494**	**899,268**	**1,014,080**	**934,645**	**953,648**	**976,979**
Non-Productive Salaries:													
71200 Vacation Holiday & Sick Leav													
6012-6580-71200 Vacation Holiday & Sick Leav	78,423	89,049	77 132	76,018	78,738	78,419	66,653	92,438	77,551	98,263	90 400	85,620	88,479
6012-7010-71200 Vacation Holiday & Sick Leav	4,018	5,225	4 427	4,748	7,349	12,153	9,874	8 424	6,034	7,093	3,291	3,948	7 440
6012-7500-71200 Vacation Holiday & Sick Leav	434	455	412	429	458	682	367	393	423	467	528	472	478
6012-7630-71200 Vacation Holiday & Sick Leav	(78)	70	0	0	0	1 403	1,491	1,234	1 108	1,531	991	1 427	1 403
6012-7710-71200 Vacation Holiday & Sick Leav	8,111	(1,057)	2,970	2,838	819	4,562	4,155	2,481	3,409	(162)	3,950	6,037	(2,044)
6012-7770-71200 Vacation Holiday & Sick Leav	1 457	2,176	1,513	1,925	1,516	4,368	2,184	1 643	1,722	1,903	2,943	1,839	854
6012-8340-71200 Vacation Holiday & Sick Leav	3,637	4,314	3 040	3,851	4,269	4,967	3,382	3,576	3,810	4 490	5 696	3,235	3,804
6012-8350-71200 Vacation Holiday & Sick Leav	1,550	1 754	1 471	1,958	1,582	1,850	1,181	1,486	1,432	1 654	2,101	1,544	1,592
6012-8360-71200 Vacation Holiday & Sick Leav	618	1,717	1,525	1,614	1,706	1,572	510	909	723	982	938	766	1,388
6012-8440-71200 Vacation Holiday & Sick Leav	9 107	7,374	4 160	4,202	4 417	4,300	3,419	3,859	3,441	5,235	5,725	5,069	5,981
6012-8480-71200 Vacation Holiday & Sick Leav	1,480	1,347	1 478	1 447	1,927	1,501	1,523	1,349	1 404	1,850	1,501	1,522	1,370
6012-8580-71200 Vacation Holiday & Sick Leav	2,222	2,288	1,832	1,541	1 606	2,408	990	1 776	1,849	1,998	2,353	2,713	1,707
6012-8700-71200 Vacation Holiday & Sick Leav	1,217	1 452	1 086	2,411	2,603	1,709	1,252	1 168	1 184	1,333	1,391	1,295	1,255
6012-8720-71200 Vacation Holiday & Sick Leav	2,713	4 451	3,702	3,576	3,882	7,683	3,878	4,087	2,423	2,872	1,533	10,734	23,588
Total: 71200 Vacation Holiday & Sick Leav	118,988	122,603	104 518	109,944	110,930	127,228	99 529	130 899	108,010	127,290	123,233	126,266	133,760
1201 Ed Leave:													
1580-71201 Ed Leave	6,894	12,071	707	(24)	5,745	4,962	(2,963)	0	2,089	(484)	3,310	5,427	(69)
-7010-71201 Ed Leave	1,812	2,449	(341)	2,551	(950)	0	0	0	0	634	0	748	1,267
2-7630-71201 Ed Leave	0	0	0	0	0	0	0	0	0	0	0	0	1,212
6012-7770-71201 Ed Leave	94	(48)	0	0	0	0	0	0	0	0	0	0	0
6012-8340-71201 Ed Leave	77	(37)	0	0	0	0	0	0	0	0	0	0	0
6012-8350-71201 Ed Leave	111	(54)	0	0	0	0	0	0	0	0	0	0	0
6012-8440-71201 Ed Leave	217	(105)	0	0	0	0	0	0	0	0	0	0	0
6012-8720-71201 Ed Leave	0	496	496	0	0	843	(389)	0	0	0	0	0	0
Total: 71201 Ed Leave	9,206	14 774	860	2,527	4 795	5,805	(3,357)	0	2,089	150	3,310	6,173	2,411
71202 Orientation:													
6012-6171-71202 Orientation	0	0	0	0	0	0	0	0	917	(204)	0	0	0
6012-6580-71202 Orientation	17,859	2,666	2,668	2,828	5,797	69	8,233	4,078	14 132	7,002	14,834	869	4,978
6012-7010-71202 Orientation	2,592	1 438	1,032	(57)	0	394	(152)	340	1,021	718	816	4,767	(1,007)
6012-7500-71202 Orientation	58	0	180	0	0	0	0	0	0	0	0	0	149
6012-7630-71202 Orientation	710	387	1,781	(276)	1,080	1,868	1,302	320	0	0	1,922	(779)	0
6012-7710-71202 Orientation	0	0	0	1 144	0	0	0	0	0	0	0	0	574
6012-7770-71202 Orientation	4,802	1 633	851	643	168	2,377	(168)	1,477	2,812	2,512	2,164	1,002	1,887
6012-7780-71202 Orientation	0	0	0	0	0	0	0	0	78	117	(45)	110	68
6012-7900-71202 Orientation	27	784	(9)	1 737	1,402	2,235	835	1,101	1,228	2,988	392	1,575	1 191
6012-8340-71202 Orientation	2,012	395	627	(110)	330	0	0	396	0	0	0	0	0
6012-8350-71202 Orientation	0	716	0	0	0	0	0	0	0	0	0	0	0
6012-8440-71202 Orientation	54	0	0	230	(77)	0	0	0	170	0	328	0	0
6012-8550-71202 Orientation	0	109	0	0	0	184	(27)	0	0	259	59	0	1 181
6012-8700-71202 Orientation	30	0	0	0	0	0	0	0	0	0	0	0	0
6012-8720-71202 Orientation	60	(29)	0	0	424	(177)	184	1 157	697	0	0	0	0
6012-8740-71202 Orientation	0	0	0	0	0	0	0	0	0	0	0	60	(37)
6012-8805-71202 Orientation	0	0	0	0	0	0	0	0	0	0	583	(777)	1,022
Total: 71202 Orientation	28,004	8,058	7 104	6,235	9 122	6,938	8 180	8,872	20,762	13,374	21,823	7 137	10 106
71210 Other Non Productive:													
6012-6580-71210 Other Non Productive	3,869	4 629	4 438	4,855	4,831	8,019	(410)	4,507	2,188	8,211	2,428	3,052	3,832
6012-7010-71210 Other Non Productive	28	72	22	30	12	132	433	658	408	2,460	(350)	399	753
6012-7630-71210 Other Non Productive	0	0	0	0	0	1,527	1,523	0	0	0	0	0	0
6012-7770-71210 Other Non Productive	0	0	0	0	268	0	0	0	0	0	0	0	0
6012-8340-71210 Other Non Productive	145	77	0	91	71	(18)	0	0	10	35	477	7	65
6012-8350-71210 Other Non Productive	0	0	0	0	128	0	730	0	0	0	0	0	0
6012-8440-71210 Other Non Productive	0	1 000	0	1,840	(535)	0	0	18	(4)	0	0	3,945	(558)
6012-8550-71210 Other Non Productive	110	175	(9)	4	50	(21)	57	61	29	13	399	(163)	233
6012-8720-71210 Other Non Productive	(17)	1,308	(71)	0	0	78	(39)	0	0	0	0	0	0
Total: 71210 Other Non Productive	3,935	7,260	4,383	6,821	4 834	9 718	2,419	5,243	2,630	7,718	2,950	7,251	3,990
71275 BONUS													
6012-6580-71275 BONUS	0	209	209	209	209	5,535	147	215	853	1,603	0	0	169
6012-7500-71275 BONUS	0	0	0	0	0	0	0	0	0	0	0	0	169
6012-8340-71275 BONUS	0	0	0	0	0	0	0	0	0	0	169	0	0
6012-8350-71275 BONUS	0	0	0	0	0	147	0	0	0	0	0	0	0
6012-8440-71275 BONUS	209	0	0	0	0	0	0	0	0	0	0	0	0
Total: 71275 BONUS	209	209	209	209	209	5,683	147	215	853	1 603	169	0	338
71950 Severance Pay:													
6012-8550-71950 Severance Pay	0	8,538	0	0	0	0	0	0	0	0	0	0	0
Total: 71950 Severance Pay	0	8,538	0	0	0	0	0	0	0	0	0	0	0
Total Non- Productive Salaries	**160,345**	**169,442**	**117,173**	**125,840**	**129,691**	**158,371**	**107,018**	**138,328**	**132,334**	**150,154**	**151,216**	**146,918**	**150,594**
Total - Salaries & Wages	**1,088,572**	**1,164,219**	**1,087,208**	**1,072,753**	**1,087,704**	**1,043,977**	**1,116,614**	**1,149,822**	**1,031,602**	**1,164,235**	**1,085,861**	**1,100,564**	**1,127,583**
Registry:													
1Labor													
Othr Contrct Serv - Long Term:													
2-6420-72521 Othr Contrct Serv - Long Term	(1,300)	0	0	0	0	0	0	0	0	0	0	0	0
6012-8480-72521 Othr Contrct Serv - Long Term	(97 930)	0	0	0	0	0	0	0	0	0	0	0	0
Total: 72521 Othr Contrct Serv - Long Term	(99,230)	0	0	0	0	0	0	0	0	0	0	0	0

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72622 Othr Cntrct Serv-Temp ShrtTrm:													
6012-8380-72622 Othr Cntrct Serv-Temp ShrtTrm	4 638	0	0	0	0	0	0	0	0	0	0	0	0
6012-8781-72622 Othr Cntrct Serv-Temp ShrtTrm	3,048	0	0	0	0	0	0	0	0	0	0	0	0
Total: 72622 Othr Cntrct Serv-Temp ShrtTrm	7,684	0	0	0	0	0	0	0	0	0	0	0	0
Total - Contract Labor	**(91,547)**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Benefits & Taxes:													
71000 FICA:													
6012-8381-71000 FICA	70,502	77,090	67,238	63,273	72,970	58,433	84,242	74,801	65,322	70,648	70,768	71 476	73,135
Total: 71000 FICA	70,502	77,090	67,238	63,273	72,970	58,433	84,242	74,801	65,322	70,648	70,768	71,476	73,135
71300 Group Health Insurance:													
6012-8381-71300 Group Health Insurance	155,652	193,700	202,685	195,285	184 447	177,548	213,248	44,856	46 661	42,442	32,950	33,251	51,634
Total: 71300 Group Health Insurance	155,652	193,700	202,685	195,285	184 447	177,548	213,248	44,856	46 661	42,442	32,950	33,251	51,634
71301 EMP Medical Cost - Credit:													
6012-8381-71301 Er Medical Cost - Debit	0	0	0	0	0	0	0	2,110,488	0	0	0	0	0
Total: 71301 EMP Medical Cost - Credit	0	0	0	0	0	0	0	2,110,488	0	0	0	0	0
71303 EMP Medical Cost - Credit:													
6012-8381-71303 Er Medical Cost - Credit	0	0	0	0	0	0	0	(2,110,488)	0	0	0	0	0
Total: 71303 EMP Medical Cost - Credit	0	0	0	0	0	0	0	(2,110,488)	0	0	0	0	0
71305 Group Health Self Insured:													
6012-8381-71305 Group Health Self Insured	7,786	350	18,838	15,700	10 798	8,551	3,044	63,507	70,000	125,779	190,303	213,439	310,801
Total: 71305 Group Health Self Insured	7 786	350	18,838	15,700	10,798	8,551	3,044	63,507	70,000	125,779	190,303	213 439	310,801
71310 Group Health Insured:													
6012-8381-71310 Group Health Insured	8,678	7,573	(10 061)	(8,018)	(452)	2,034	(9,620)	11 461	13 488	18,355	14,931	7,024	19,387
Total: 71310 Group Health Insured	8,678	7,573	(10,061)	(8,018)	(452)	2,034	(9,620)	11 461	13,488	18,355	14,931	7,024	19,387
71320 Group Health Vision:													
6012-8381-71320 Group Health Vision	5 339	(224)	1,596	600	(529)	486	790	781	2,601	177	3,688	2,895	(2,695)
Total: 71320 Group Health Vision	5,339	(224)	1,596	600	(529)	486	790	781	2,601	177	3,688	2,895	(2,695)
71350 Dental Insured:													
6012-8381-71350 Dental Insured	12,250	8,382	11,403	(1,499)	(1,603)	(1 445)	(2,256)	(1 489)	(1,550)	(1,541)	(1,522)	(1,556)	(2,353)
Total: 71350 Dental Insured	12,250	8,382	11,403	(1,499)	(1,603)	(1 445)	(2,256)	(1 489)	(1,550)	(1,541)	(1,522)	(1,556)	(2,353)
71351 Dental Insured ISNR:													
6012-8381-71351 ISNR - Dental	4,829	8,010	(126)	11,474	11 106	11,735	11 741	11,664	10,914	(2,937)	10 188	14,208	14,848
Total: 71351 Dental Insured ISNR	4,829	8,010	(126)	11 474	11 106	11 735	11 741	11 664	10,914	(2,937)	10,188	14,208	14 848
71360 Medical Enf-Contract:													
6012-8381-71360 Medical Enf-Contract	(322)	(483)	(322)	(322)	(322)	(322)	(745)	(847)	(847)	(847)	(847)	(847)	(1,270)
Total: 71360 Medical Enf-Contract	(322)	(483)	(322)	(322)	(322)	(322)	(745)	(847)	(847)	(847)	(847)	(847)	(1,270)
71365 Dental Enf-Contract:													
2-8381-71365 Dental Enf-Contract	(1 116)	0	0	0	0	0	0	0	0	0	0	0	0
Total: 71365 Dental Enf-Contract	(1 116)	0	0	0	0	0	0	0	0	0	0	0	0
75 Life ADAD Enf-Contract:													
6012-8381-71375 Life ADAD Enf-Contract	0	0	228	52	60	54	54	70	70	70	70	70	70
Total: 71375 Life ADAD Enf-Contract	0	0	228	52	60	54	54	70	70	70	70	70	70
71400 Group Life Insurance:													
6012-8381-71400 Group Life Insurance	1,301	932	1,449	1 429	1,609	1,540	361	1,606	1,732	1,734	1 693	1,682	672
Total: 71400 Group Life Insurance	1,301	932	1,449	1 429	1 609	1,540	361	1 606	1 732	1 734	1,693	1 682	672
71500 Pension:													
6012-8381-71500 Pension	3,607	3,607	2,764	4,893	4,893	4,893	4,893	4,893	4,893	4,446	4 829	4,829	4 829
Total: 71500 Pension	3 607	3,607	2,764	4,893	4 893	4 893	4,893	4,893	4,893	4 446	4,829	4,829	4,829
71510 Retiree Health:													
6012-8381-71510 Retiree Health	(321,000)	(2,167)	2,500	167	167	167	167	167	167	167	167	167	(4,833)
Total: 71510 Retiree Health	(321,000)	(2,167)	2,500	167	167	167	167	167	167	167	167	167	(4,833)
71515 403B - Employer Match:													
6012-8381-71515 403B - Employer Match	10,081	11,034	10,360	10 426	10,484	10,975	9 084	11 029	9 768	9 634	11,009	12,160	26,261
Total: 71515 403B - Employer Match	10,081	11 034	10,360	10,426	10 484	10,975	9 084	11,029	9,768	9,634	11 009	12,160	26,261
71516 Retirement Plan - 401 A:													
6012-8381-71516 Verity Retirement Plan - 401 A	39 131	42,078	39 794	38,174	45 802	38,071	43,789	47 158	42,228	44,286	40 188	41,174	52,690
Total: 71516 Retirement Plan - 401 A	39 131	42,078	39,794	38,174	45,802	38,071	43,789	47 158	42,228	44,286	40 188	41,174	52,690
71720 Fringe Benefits:													
6012-8381-71720 Fringe Benefits	(5,052)	5,000	0	0	0	0	0	0	0	0	0	0	0
Total: 71720 Fringe Benefits	(5,052)	5,000	0	0	0	0	0	0	0	0	0	0	0
71800 Workers Compensation Insurance:													
6012-8381-71800 Workers Compensation Insurance	18,182	11,527	11,527	11,527	11,527	11,527	11,527	11,527	11,527	11,527	11,527	11,527	11,527
Total: 71800 Workers Compensation Insurance	18,182	11,527	11,527	11,527	11,527	11,527	11,527	11,527	11,527	11,527	11,527	11,527	11,527
71801 WC - TPA & Other:													
6012-8381-71801 WC - TPA & Other	0	18,245	0	0	18,245	0	0	10 713	0	4,244	15,068	0	0
Total: 71801 WC - TPA & Other	0	18,245	0	0	18,245	0	0	10,713	0	4,244	15,068	0	0
71810 LTD:													
6012-8381-71810 LTD	(443)	2,110	1,598	1,640	1,600	1,639	1,595	1,454	1,609	1,609	1,507	1,574	1,453
Total: 71810 LTD	(443)	2,110	1,598	1,640	1,600	1,639	1 595	1,454	1,609	1,609	1,507	1,574	1,453
71820 Able Eng Benefits:													
6012-8381-71820 Able Eng Benefits	3,455	3,534	5,060	3,530	4,318	3,068	3,639	5 052	4 193	3,639	4,368	3,426	3,521
Total: 71820 Able Eng Benefits	3 455	3,534	5,060	3,530	4,318	3,068	3,639	5,052	4 193	3,639	4,368	3,426	3,521
71900 Other Employee Benefits (Non-Payroll):													
6012-8381-71900 Other Employee Benefits (Non-P	1,677	621	1,173	1,237	1,333	1,362	675	695	609	(400)	1,679	913	(19,678)
al: 71900 Other Employee Benefits (Non-Payroll)	1 677	621	1 173	1,237	1,333	1,362	675	695	609	(400)	1 679	913	(19,678)
71910 EAP:													
6012-8680-71910 EAP	35	266	263	264	266	266	266	266	265	265	263	263	263
Total: 71910 EAP	35	266	262	264	266	266	266	266	265	265	263	263	263
Ed & Reimbursmt:													
680-71920 Ed & Reimbursmt	0	0	2,000	2,229	0	0	0	268	0	0	0	0	0
Total: 71930 Ed & Reimbursmt	0	0	2,000	2,229	0	0	0	268	0	0	0	0	0
Total - Taxes & Benefits	**14,174**	**386,377**	**367,933**	**352,262**	**373,997**	**338,769**	**356,484**	**299,490**	**283,647**	**330,698**	**412,807**	**417,684**	**552,141**

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	9/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Total - Labor Costs	1,041,199	1,640,696	1,466,191	1,428,016	1,481,690	1,382,746	1,472,098	1,449,312	1,316,239	1,494,833	1,498,668	1,523,047	1,979,804
Medical Fees:													
72011 Medical-Physicans Administrat:													
6012-6580-72011 Medical-Physicans Administrat	1,688	1,688	1,688	1,688	1,688	1,688	1,688	1,688	1 688	1 688	1,688	1,688	1,688
6012-7010-72011 Medical-Physicans Administrat	0	0	0	0	310,000	77,500	77,500	77,500	77,500	77,500	77,500	77,500	77,500
Total: 72011 Medical-Physicans Administrat	1,688	1,688	1,688	1,688	311,688	79,188	79,188	79 188	79 188	79 188	79,188	79,188	79 188
72021 Medical-Phys Clinical Fees:													
6012-6580-72021 Medical-Phys Clinical Fees	4,800	4,800	(4,800)	0	0	0	0	0	0	0	0	0	0
6012-7010-72021 Medical-Phys Clinical Fees	77,500	77,500	77,500	77,500	(232,500)	0	0	0	0	0	0	0	0
Total: 72021 Medical-Phys Clinical Fees	82,300	82,300	72,700	77,500	(232,500)	0	0	0	0	0	0	0	0
72031 Medical-Phys Call Pri Cov													
6012-6580-72031 Medical-Phys Call Pri Cov	0	0	9,600	4,800	0	9,600	4,800	4,800	4,800	4,800	4,800	4,800	4,800
Total: 72031 Medical-Phys Call Pri Cov	0	0	9,600	4,800	0	9,600	4,800	4,800	4,800	4,800	4,800	4,800	4,800
Total - Medical Fees	83,988	83,988	83,988	83,988	79,188	88,788	83,988	83,988	83,988	83,988	83,988	83,988	83,988
Supplies:													
73200 Sutures & Surgical Needles.													
6012-7010-73200 Sutures & Surgical Needles	0	18	0	325	44	0	38	0	117	37	143	35	79
Total: 73200 Sutures & Surgical Needles	0	18	0	325	44	0	38	0	117	37	143	35	79
73201 Endomechanicals:													
6012-6580-73201 Endomechanicals	0	0	0	0	0	0	0	4	0	0	4	0	0
Total: 73201 Endomechanicals	0	0	0	0	0	0	0	4	0	0	4	0	0
73300 Surgical Packs & Sets:													
6012-6580-73300 Surgical Packs & Sets	468	330	413	365	209	275	276	330	385	349	269	180	252
Total: 73300 Surgical Packs & Sets	468	330	413	365	209	275	276	330	385	349	269	180	252
73400 Surgical Supplies-General.													
6012-6178-73400 Surgical Supplies-General	0	214	0	0	0	0	0	0	0	0	0	0	0
6012-6580-73400 Surgical Supplies-General	710	62	1,038	62	740	413	400	693	134	77	88	120	784
6012-7010-73400 Surgical Supplies-General	78	78	62	126	116	484	59	98	114	92	110	90	120
Total: 73400 Surgical Supplies-General	788	354	1,098	188	856	876	459	789	248	168	198	209	884
73403 Ortho Supplies:													
6012-6580-73403 Ortho Supplies	0	148	7	22	0	0	0	0	0	0	0	0	0
6012-7010-73403 Ortho Supplies	4	0	7	18	0	0	0	0	0	118	68	0	0
Total: 73403 Ortho Supplies	4	148	15	40	0	0	0	0	0	118	68	0	0
73500 Anesthetic Materials.													
6012-7010-73500 Anesthetic Materials	0	0	6	0	6	0	3	0	0	0	0	0	0
6012-7470-73500 Anesthetic Materials	0	0	0	0	0	0	0	11	0	0	0	0	0
Total: 73500 Anesthetic Materials	0	0	6	0	6	0	3	11	0	0	0	0	0
73600 Oxygen & Other Medical Gases:													
6012-6580-73600 Oxygen & Other Medical Gases	0	(921)	0	0	0	0	0	0	0	0	0	0	1,552
2-7720-73600 Oxygen & Other Medical Gases	4,073	(661)	2,552	971	1 405	1,854	124	2,275	648	303	1,079	0	2,899
otal: 73600 Oxygen & Other Medical Gases	4,073	(1,222)	2,552	971	1,405	1,854	124	2,275	648	303	1,079	0	4,451
00 IV Solutions:													
6012-6010-73700 IV Solutions	15	0	0	0	0	0	4	0	0	0	0	0	0
6012-6560-73700 IV Solutions	64	0	5	0	0	0	0	0	0	0	0	0	0
6012-6580-73700 IV Solutions	290	178	179	258	132	68	248	207	168	209	180	113	103
6012-7010-73700 IV Solutions	204	47	65	74	117	87	78	62	118	188	212	168	224
6012-7620-73700 IV Solutions	0	0	0	0	0	0	(53)	0	0	0	0	0	0
6012-7710-73700 IV Solutions	21	0	0	32	0	0	0	0	0	0	0	0	0
Total: 73700 IV Solutions	593	222	249	392	248	153	273	269	285	374	392	276	327
73800 Pharmaceuticals:													
6012-7710-73800 Pharmaceuticals	57 491	68,698	48,388	58,885	60 013	53 718	44,859	54,813	52,533	48,824	42,529	40,234	41,718
Total: 73800 Pharmaceuticals	57 491	68,698	48,388	58 885	60,013	53 718	44,859	54 813	52,533	48,824	42,529	40,234	41 718
74000 Radiology Films:													
6012-6580-74000 Radiology Films	405	229	218	337	162	216	216	135	0	0	40	107	53
6012-7010-74000 Radiology Films	0	0	0	0	0	0	0	0	0	0	0	0	40
Total: 74000 Radiology Films	405	229	218	337	162	216	216	135	0	0	40	107	93
74100 Other Medical Care Materials & Supplies:													
6012-6010-74100 Other Medical Care Materials &	0	(12)	205	0	0	0	0	0	0	61	0	0	0
6012-6172-74100 Other Medical Care Materials &	40	0	0	0	0	0	7	0	0	0	0	0	0
6012-6580-74100 Other Medical Care Materials &	10,922	8,244	10,016	9,354	13,033	10,839	9 129	10 038	9 443	7,993	7 726	7,859	10,926
6012-7010-74100 Other Medical Care Materials &	1,521	539	650	820	337	905	484	264	503	352	1,239	1,365	766
6012-7620-74100 Other Medical Care Materials &	0	0	0	0	0	704	0	0	0	0	0	0	0
6012-7631-74100 Other Medical Care Materials &	0	0	151	0	0	0	0	0	0	0	0	0	0
6012-7630-74100 Other Medical Care Materials &	0	0	0	0	0	0	0	0	299	0	0	0	48
6012-7770-74100 Other Medical Care Materials &	38	0	0	0	198	527	591	245	0	0	219	362	682
6012-7790-74100 Other Medical Care Materials &	0	0	0	0	500	89	476	0	0	0	0	0	0
6012-8350-74100 Other Medical Care Materials &	1,437	641	1 479	1,843	552	1,423	1 044	0	1,190	0	169	1,160	1 439
6012-8440-74100 Other Medical Care Materials &	525	844	662	1,274	423	1,718	1 844	0	1,599	680	22	1,620	702
6012-8550-74100 Other Medical Care Materials &	0	0	24	0	0	0	0	0	0	0	0	0	0
6012-8560-74100 Other Medical Care Materials &	0	0	0	41	0	0	0	0	0	0	0	0	0
74100 Other Medical Care Materials & Supplies	14 841	10,257	13,188	12,832	15,165	16,219	13,372	10,844	13,040	9,122	9,376	12,356	14,535
74101 Syringes.													
6012-6580-74101 Syringes	733	592	723	650	683	849	706	980	745	769	706	841	931
6012-7010-74101 Syringes	82	4	25	0	90	105	12	25	4	84	35	263	68
Total: 74101 Syringes	815	596	748	650	774	954	718	1,005	748	853	741	904	998
74102 Gloves:													
6012-6580-74102 Gloves	3,940	3 433	3,391	4 191	3,312	3,681	3,151	3,854	3,042	3,426	3,580	3,404	3,605
6012-7010-74102 Gloves	205	10	46	116	35	0	43	10	14	32	0	68	74
6012-8440-74102 Gloves	0	0	18	0	0	0	0	0	0	0	0	0	0
6012-8560-74102 Gloves	0	0	0	28	0	0	0	0	0	0	0	0	0
Total: 74102 Gloves	4 145	3,442	3,445	4,335	3,350	3,681	3,194	3,874	3,055	3,528	3,580	3,482	3 679
74119 Chemistry Solutions.													
6012-7010-74119 Chemistry Solutions	0	0	0	0	0	0	0	0	0	0	0	13	0
6012-7600-74119 Chemistry Solutions	0	0	0	0	0	278	0	0	0	0	0	0	0
Total: 74119 Chemistry Solutions	0	0	0	0	0	278	0	0	0	0	0	13	0
74123 Microbiology:													
6012-6580-74123 Microbiology	0	19	0	0	0	0	0	0	0	9	0	0	0
6012-7010-74123 Microbiology	0	21	0	0	0	0	282	0	0	0	0	0	0
Total: 74123 Microbiology	0	40	0	0	0	0	282	0	0	9	0	0	0
124 Phlebotomy:													
7010-74124 Phlebotomy	0	0	0	0	0	0	0	0	0	0	0	0	95
Total: 74124 Phlebotomy	0	0	0	0	0	0	0	0	0	0	0	0	95
74195 Inventory Adjustments:													
6012-7470-74195 INVENTORY ADJUSTMENTS	2,042	0	0	0	0	0	0	0	0	0	0	0	4,823

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
6012-7710-74185 INVENTORY ADJUSTMENTS	8,736	0	0	0	0	0	0	0	0	0	0	0	1,811
Total: 74185 Inventory Adjustments	8,736	0	0	0	0	0	0	0	0	0	0	0	9,034
74200 Food-Meats Fish Poultry													
6012-8340-74200 Food-Meats Fish Poultry	47	0	0	95	0	126	188	0	40	0	0	0	122
Total: 74200 Food-Meats Fish Poultry	47	0	0	95	0	126	188	0	40	0	0	0	122
74300 Food-Other													
6012-7010-74300 Food-Other	11	88	128	25	101	103	0	48	0	0	202	0	0
6012-7790-74300 Food-Other	0	0	52	0	0	0	0	0	0	0	0	0	0
6012-8340-74300 Food-Other	4,376	7,265	6,394	5,847	3,256	6,258	6,831	7,092	6,231	6,999	4,930	6,825	10,060
Total: 74300 Food-Other	4,388	7,350	6,573	5,872	3,357	6,361	6,831	7,139	6,231	6,999	5,133	6,885	10,060
74400 Linen & Bedding													
6012-8330-74400 Linen & Bedding	0	61	0	65	61	130	0	0	122	65	0	157	65
6012-8440-74400 Linen & Bedding	0	0	0	2,615	0	0	0	0	0	0	0	0	0
Total: 74400 Linen & Bedding	0	61	0	2,680	61	130	0	0	122	65	0	157	65
74500 Cleaning Supplies													
6012-6680-74500 Cleaning Supplies	0	373	0	0	115	0	0	0	373	0	0	0	0
6012-8340-74500 Cleaning Supplies	138	139	819	1,048	203	0	277	213	152	0	21	294	0
6012-8350-74500 Cleaning Supplies	1,896	1,414	527	2,266	686	1,156	1,535	778	1,458	1,269	844	4,930	1,734
6012-8440-74500 Cleaning Supplies	2,068	2,859	3,476	6,851	2,392	3,614	5,247	3,228	5,895	3,234	1,794	5,523	6,903
Total: 74500 Cleaning Supplies	4,102	4,782	4,822	11,965	3,396	4,762	7,179	4,214	7,888	4,502	2,359	10,747	8,642
74550 Office & Administrative Supplies													
6012-6580-74550 Office & Administrative Suppli	2,043	1,835	2,241	1,177	1 781	778	1,781	975	(4,971)	439	2,474	1,460	1,589
6012-7530-74550 Office & Administrative Suppli	0	91	0	0	0	0	0	0	0	0	0	210	25
6012-7770-74550 Office & Administrative Suppli	18	94	0	0	0	0	113	0	0	1,580	0	0	0
6012-8340-74550 Office & Administrative Suppli	0	0	0	0	0	0	0	0	0	0	43	6	0
6012-8400-74550 Office & Administrative Suppli	0	0	0	0	0	0	0	0	0	0	0	0	345
6012-8550-74550 Office & Administrative Suppli	0	0	0	0	0	0	420	0	23	0	0	0	0
6012-8810-74550 Office & Administrative Suppli	0	0	0	0	0	78	696	(696)	133	1,183	0	0	0
6012-8720-74550 Office & Administrative Suppli	59	389	0	0	0	0	0	0	0	0	0	0	0
Total: 74550 Office & Administrative Supplies	2,123	2,609	2,241	1,177	1 781	854	2,990	280	(4,714)	3 182	2,523	1 676	1,959
74650 Forms													
6012-6580-74650 Forms	0	111	2,830	223	150	378	100	0	218	229	307	(119)	1,333
Total: 74650 Forms	0	111	2,830	223	150	378	100	0	218	229	307	(119)	1,333
74700 Employee Wearing Apparel													
6012-6680-74700 Employee Wearing Apparel	(24)	0	0	67	9	249	107	412	148	139	161	92	93
6012-7010-74700 Employee Wearing Apparel	68	0	0	0	0	0	0	23	0	0	5	22	30
6012-8340-74700 Employee Wearing Apparel	0	0	0	0	0	0	0	0	0	892	0	0	0
Total: 74700 Employee Wearing Apparel	44	0	0	67	9	249	107	436	148	1 031	166	114	123
74800 Instruments & Minor Medical Eq													
6012-6580-74800 Instruments & Minor Medical Eq	735	78	1,221	315	58	62	26	193	89	1,329	61	21	188
6012-7010-74800 Instruments & Minor Medical Eq	131	0	0	0	0	0	0	0	1,234	26	0	0	762
Total: 74800 Instruments & Minor Medical Eq	866	78	1,221	315	58	62	26	193	1,323	1,354	61	21	926
74900 Other Minor Equip													
2-6580-74300 Other Minor Equip	221	1,078	283	1,848	392	0	0	0	42	0	0	0	286
-7010-74300 Other Minor Equip	1 112	0	0	0	1,895	0	16	1,278	112	8,571	662	0	0
7530-74300 Other Minor Equip	0	504	(504)	0	0	0	0	0	0	0	0	0	0
-7770-74900 Other Minor Equip	0	0	0	0	0	0	0	0	0	0	0	531	0
2-8340-74300 Other Minor Equip	0	0	0	377	5,911	548	1,271	0	518	261	398	2,887	696
6012-8440-74900 Other Minor Equip	(682)	0	741	0	0	0	0	0	0	0	0	318	0
6012-8720-74900 Other Minor Equip	0	0	0	0	0	0	0	0	0	0	0	249	0
Total: 74900 Other Minor Equip	653	1,582	600	2,225	8,198	548	1,288	1,278	670	8,832	1 057	4 183	1 191
74950 Software Computer													
6012-6580-74950 SOFTWARE COMPUTER	320	0	0	0	0	0	0	0	0	0	0	0	0
6012-8440-74950 SOFTWARE COMPUTER	113	0	0	0	0	0	0	0	0	0	0	0	0
Total: 74950 Software Computer	433	0	0	0	0	0	0	0	0	0	0	0	0
74980 Hardware Computer													
6012-6580-74980 HARDWARE COMPUTER	497	0	123	0	0	0	0	0	0	0	0	0	0
Total: 74980 Hardware Computer	497	0	123	0	0	0	0	0	0	0	0	0	0
75000 Other Non-Medical Supplies													
6012-6580-75000 Other Non-Medical Supplies	6 414	4,873	5,703	7,291	5,441	3,705	10,665	3,543	7,761	2,509	6,108	12,141	5,727
6012-7010-75000 Other Non-Medical Supplies	18	13	19	72	12	16	56	7	108	166	19	12	22
6012-7691-75000 Other Non-Medical Supplies	0	0	4	0	0	0	0	0	0	0	0	0	0
6012-7530-75000 Other Non-Medical Supplies	0	0	0	0	0	299	0	0	0	0	0	0	0
6012-7710-75000 Other Non-Medical Supplies	0	0	0	0	0	0	0	0	14	0	0	0	0
6012-8340-75000 Other Non-Medical Supplies	2,102	2,583	3,349	2,635	3 003	3,435	2,772	4,529	2,724	2,788	3 442	2,652	6,528
6012-8350-75000 Other Non-Medical Supplies	1,568	2,025	1,529	1,568	1,568	2,223	1,040	1 767	492	3,132	201	1,474	2,703
6012-8355-75000 Other Non-Medical Supplies	0	0	0	0	0	0	0	0	2	0	0	0	0
6012-8440-75000 Other Non-Medical Supplies	1,010	234	492	844	0	92	1,827	661	276	0	225	165	592
6012-8465-75000 Other Non-Medical Supplies	594	957	532	1,746	432	624	445	828	1,262	183	235	988	2,652
6012-8465-75000 Other Non-Medical Supplies	0	0	0	4	0	0	0	0	0	0	0	0	0
6012-8470-75000 Other Non-Medical Supplies	300	300	0	1,022	326	0	200	276	303	0	0	300	25
6012-8550-75000 Other Non-Medical Supplies	0	0	21	0	0	0	0	0	0	0	0	0	0
6012-8553-75000 Other Non-Medical Supplies	0	0	0	0	0	0	306	0	0	0	0	0	0
Total: 75000 Other Non-Medical Supplies	11,992	10,984	11 748	18,116	13 778	10,399	17,410	11,638	12,938	8 988	9,240	17 733	17 448
75005 Cost Reduction - Rebate & Discount													
6012-8400-75005 Cost Reduction - Rebate & Discount	(7,981)	(600)	(600)	(1,579)	(5,305)	(1,014)	(188)	(600)	(1,539)	(600)	(813)	(606)	(600)
Total: 75005 Cost Reduction - Rebate & Discount	(7,981)	(600)	(600)	(1,579)	(5,305)	(1,014)	(188)	(600)	(1,539)	(600)	(813)	(606)	(600)
75220 Freight													
6012-6580-75220 Freight	17	0	30	16	0	0	0	0	78	0	0	0	29
6012-7010-75220 Freight	0	0	0	0	0	0	0	0	0	0	0	0	25
6012-7530-75220 Freight	0	0	0	53	0	0	0	0	0	0	0	0	10
6012-7770-75220 Freight	0	0	0	0	0	0	0	0	0	0	0	0	15
6012-7691-75220 Freight	0	0	0	0	0	0	0	0	20	0	0	0	0
6012-8340-75220 Freight	0	0	0	0	0	0	0	0	23	0	0	0	0
6012-8400-75220 Freight	68	(49)	20	49	54	54	8	9	0	229	0	0	168
6012-8440-75220 Freight	24	(9)	0	0	0	0	0	0	0	0	0	0	0
6012-8480-75220 Freight	27	43	0	13	0	0	0	0	0	0	0	0	0
6012-8470-75220 Freight	0	0	38	0	0	0	0	0	0	0	0	0	0
6012-8810-75220 Freight	0	0	0	0	0	0	13	0	0	0	0	0	0
Total: 75220 Freight	135	(9)	88	130	54	54	22	52	78	229	0	0	297
76700 Tfr Frm Othr CC-Supplies													
6012-6580-76700 Tfr Frm Othr CC-Supplies	2,764	3,131	772	2,233	358	1 451	783	741	381	506	1,381	1 178	91
6012-7010-76700 Tfr Frm Othr CC-Supplies	428	369	369	533	424	519	425	1 164	345	380	368	381	357
6012-7802-76700 Tfr Frm Othr CC-Supplies	0	699	38	19	69	340	293	341	448	345	429	533	447
6012-8340-76700 Tfr Frm Othr CC-Supplies	59,062	59,373	60 781	62,038	65,067	60,087	60 739	69,022	64 459	60,356	58 432	59 407	56,639
6012-8440-76700 Tfr Frm Othr CC-Supplies	0	148	0	149	0	0	0	0	0	0	0	0	0
6012-8810-76700 Tfr Frm Othr CC-Supplies	368	88	295	88	88	990	1,957	88	181	830	88	2,639	292
6012-8818-76700 Tfr Frm Othr CC-Supplies	0	218	139	0	0	98	0	0	0	0	0	0	0
6012-8850-76700 Tfr Frm Othr CC-Supplies	0	0	0	0	0	0	0	0	88	0	0	0	0
Total: 76700 Tfr Frm Othr CC-Supplies	62,627	63,923	65,433	65,060	65,929	62,484	64,297	61,357	65,879	62,089	62,708	64 136	57,826
I - Supplies	172,107	171,882	185,043	180,514	183,940	182,492	183,742	169,854	182,336	160,517	139,305	162,330	172,541
PS - Professional Fees:													
72200 Consultant & Mgmt Fees													

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6012-8511-72200 Consultant & Mgmt Fees	852	0	0	0	0	0	0	0	0	0	0	0	0
Total: 72200 Consultant & Mgmt Fees	852	0	0	0	0	0	0	0	0	0	0	0	0
72300 Legal													
6012-8510-72300 Legal	0	(176)	0	0	0	0	0	0	0	460	0	0	8,606
Total: 72300 Legal	0	(176)	0	0	0	0	0	0	0	460	0	0	8,606
Total - Professional Fees	**852**	**(176)**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**460**	**0**	**0**	**8,606**
Out-Of-Area- Network Expense:													
P/S - Intercompany Related Organiz													
76410 Corporate Management Svcs:													
6012-8894-76410 Corporate Management Svcs	0	138,754	84,631	37,644	92,239	108,185	89,203	99,627	73,872	92,123	97,448	104,576	90,687
Total: 76410 Corporate Management Svcs	0	138,754	84,631	37,644	92,239	108,185	89,203	99,627	73,872	92,123	97,448	104,576	90,687
76415 Intergrity Management Svcs:													
6012-8894-76415 Management Fee Charges	0	93,940	93,940	93,940	93,940	93,940	93,940	93,940	93,940	93,940	93,940	93,940	93,940
Total: 76415 Intergrity Management Svcs	0	93,940	93,940	93,940	93,940	93,940	93,940	93,940	93,940	93,940	93,940	93,940	93,940
76420 VBS And SO Allocation:													
6012-8894-76420 VBS And SO Allocation	16,701	17,257	18,771	19,248	11,987	15,080	13,487	33,017	13,840	24,924	22,885	17,848	36,513
Total: 76420 VBS And SO Allocation	16,701	17,257	18,771	19,248	11,987	15,080	13,487	33,017	13,840	24,924	22,885	17,848	36,513
76422 Purch - Svcs IT Reimb Acct													
6012-8894-76422 IT Management Fees	53,332	83,699	103,089	92,340	109,983	119,000	95,402	72,972	111,972	110 178	95,819	92,770	68,023
Total: 76422 Purch - Svcs IT Reimb Acct	53,332	83,699	103,089	92,340	109,983	119,000	95,402	72,972	111,972	110 178	95,819	92,770	68,023
76429 PFS Outsource Net Expense:													
6012-8530-76429 PFS Outsource Net Expense	44,306	45,087	0	15,259	24 414	28 582	(18,380)	31 947	28,878	15,138	40,982	65,910	22,821
Total: 76429 PFS Outsource Net Expense	44,306	45,087	0	15,259	24 414	28 582	(18,380)	31 947	28,878	15,138	40,982	65,910	22,821
76441 Purch Service Rel Org- Regions:													
6012-7500-76441 Purch Service Rel Org- Regions	5,705	3,822	4,914	4,900	3,899	4 060	4,698	5,278	4 165	4 683	3,906	4,172	3,388
Total: 76441 Purch Service Rel Org- Regions	5,705	3,822	4,914	4,900	3,899	4 060	4,698	5,278	4,165	4 683	3,906	4,172	3,388
Total - P/S - Intercompany Related Organiz	**120,044**	**382,559**	**255,842**	**270,231**	**333,412**	**363,917**	**278,252**	**336,491**	**326,666**	**340,585**	**354,740**	**379,016**	**315,372**
P/S - Other:													
76100 Purch Serv-Medical													
6012-7500-76100 Purch Serv-Medical	1,441	0	0	607	445	37	541	0	1,848	0	0	0	1,928
Total: 76100 Purch Serv-Medical	1 441	0	0	607	445	37	541	0	1,848	0	0	0	1,928
76200 Purch Serv-Repairs & Maintenan:													
6012-8530-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	0	0	0	0	1 053
6012-7010-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	0	0	0	12	0
6012-7770-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	0	0	0	0	167
6012-8340-76200 Purch Serv-Repairs & Maintenan	8,639	526	197	0	428	1,840	534	553	1,418	1,815	1,565	3,725	0
6012-8440-76200 Purch Serv-Repairs & Maintenan	0	0	70	1,527	0	0	0	748	0	0	0	0	0
6012-8460-76200 Purch Serv-Repairs & Maintenan	7,299	6,790	19,624	13,911	8,053	11,678	20,047	3,407	(16,101)	0	0	1,694	7 431
12-6460-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	0	0	0	0	128
-8470-76200 Purch Serv-Repairs & Maintenan	300	300	0	0	0	0	0	0	0	0	0	0	0
76200 Purch Serv-Repairs & Maintenan	13,238	7,785	20,021	15,437	8 479	13,518	20,581	4,722	(14,683)	1,815	1,565	5,331	8,790
Purch Serv-Collection Agencies:													
6012-8530-76500 Purch Serv-Collection Agencies	4,667	158	139	0	37	314	255	764	447	574	660	(3,228)	0
Total: 76500 Purch Serv-Collection Agencies	4,667	158	139	0	37	314	255	764	447	574	660	(3,228)	0
76900 Purch Serv-Outside Organizatio:													
6012-6580-76900 Purch Serv-Outside Organizatio	(880)	(599)	5,306	0	0	513	0	3,222	4,947	3,520	1,900	0	4 733
6012-7010-76900 Purch Serv-Outside Organizatio	1,071	73	557	558	437	469	525	3,057	1,606	685	1,009	1,603	774
6012-7080-76900 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	88	0	0	0	0	0
6012-7470-76900 Purch Serv-Outside Organizatio	81	81	29	69	12	69	97	96	0	0	0	202	0
6012-7500-76900 Purch Serv-Outside Organizatio	0	0	1 479	0	731	0	0	5,084	1,233	53	(594)	1,378	1 790
6012-7530-76900 Purch Serv-Outside Organizatio	0	73	0	0	0	0	0	0	0	0	0	0	0
6012-7540-76900 Purch Serv-Outside Organizatio	0	0	0	0	1,226	0	0	0	0	0	0	0	0
6012-7710-76900 Purch Serv-Outside Organizatio	180	0	45	0	0	132	0	90	0	45	180	90	45
6012-7770-76900 Purch Serv-Outside Organizatio	28,285	30 810	(78,232)	9 628	8,234	557	13,674	8,709	8 082	8 082	8,082	2,318	(23,627)
6012-7779-76900 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	0	0	0	90	0
6012-8340-76900 Purch Serv-Outside Organizatio	1,224	200	170	210	(1)	12,253	171	191	90	75	70	870	888
6012-8350-76900 Purch Serv-Outside Organizatio	20,872	18,627	19 127	18,343	18,920	18,021	18,021	18,928	22,529	19 871	18,813	18,048	19,552
6012-8420-76900 Purch Serv-Outside Organizatio	7 626	4,916	5,921	6,111	7,639	6,902	8,218	6,118	6,658	7 184	6,217	8,570	9,588
6012-8440-76900 Purch Serv-Outside Organizatio	1,629	(1,237)	712	873	991	448	481	3,626	1 774	706	0	2,328	5,026
6012-8450-76900 Purch Serv-Outside Organizatio	8,382	7 137	11 533	9 417	14,242	6,781	11,062	8,437	15,781	23,222	18 187	11,597	24,815
6012-8455-76900 Purch Serv-Outside Organizatio	0	1 453	0	0	0	0	0	0	0	0	0	0	0
6012-8460-76900 Purch Serv-Outside Organizatio	67,930	0	0	0	0	0	0	0	0	0	0	0	0
6012-8520-76900 Purch Serv-Outside Organizatio	292	10	0	0	0	0	1,069	0	0	0	0	(1,078)	0
6012-8610-76900 Purch Serv-Outside Organizatio	81	232	45	11,550	0	73	79	84	0	0	0	168	0
6012-8720-76900 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	247	0	0	0	0	0
6012-8752-76900 Purch Serv-Outside Organizatio	124	0	0	0	555	0	0	390	0	347	0	190	696
6012-8840-76900 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	0	0	0	0	380
6012-8553-76900 Purch Serv-Outside Organizatio	0	13	470	0	0	681	0	0	0	10	700	4	0
Total: 76900 Purch Serv-Outside Organizatio	134,795	81,882	(32,869)	58,759	48,956	48,637	51,306	55,695	81 680	61,803	50,566	43 103	44 448
76910 Printing & Forms:													
6012-6580-76910 Printing & Forms	0	69	0	0	0	0	0	0	49	31	31	49	0
Total: 76910 Printing & Forms	0	69	0	0	0	0	0	0	49	31	31	49	0
76911 Software Support & Maintenance:													
6012-8480-76911 Software Support & Maintenance	1,360	0	0	0	0	0	0	0	0	0	0	0	0
6012-8530-76911 Software Support & Maintenance	(600)	98	0	600	0	0	0	0	0	0	0	(696)	0
Total: 76911 Software Support & Maintenance	760	98	0	600	0	0	0	0	0	0	0	(696)	0
Total - P/S - Other	**164,771**	**69,669**	**(12,841)**	**78,814**	**84,907**	**80,505**	**72,583**	**61,131**	**49,419**	**84,223**	**82,723**	**44,583**	**55,174**
Rental & Leases:													
77500 Rental/Lease Costs-Buildings:													
6012-6580-77500 Rental/Lease Costs-Buildings	0	0	0	1,542	0	0	0	(1,542)	0	0	0	0	0
6012-8810-77500 Rental/Lease Costs-Buildings	3,680	3,727	3 727	1 854	1,581	1,581	1,581	1,581	1,581	1,581	1,581	1,581	1,581
Total: 77500 Rental/Lease Costs-Buildings	3,680	3,727	3,727	3,396	1,581	1,581	1,581	39	1,581	1,581	1,581	1,581	1,581
77600 Rental/Lease Costs-Equip:													
6012-8580-77600 Rental/Lease Costs-Equip	23,696	27,960	21,904	28,159	26,897	35 198	38,732	34 671	11 112	(18,352)	7,281	12,139	33,240
6012-7710-77600 Rental/Lease Costs-Equip	2,369	2,369	2,369	0	4,737	2,369	2,541	3,925	2,541	2,541	2,541	3,407	2,558
6012-7720-77600 Rental/Lease Costs-Equip	1 300	0	0	0	0	0	0	0	0	0	(1,024)	0	0
6012-8400-77600 Rental/Lease Costs-Equip	194	0	917	0	0	0	0	0	0	0	0	0	0
6012-8460-77600 Rental/Lease Costs-Equip	0	5,348	8,254	(908)	12,465	0	0	0	23,775	(23,628)	0	0	0
Total: 77600 Rental/Lease Costs-Equip	27,458	35,683	31 443	27,251	42,819	37,565	41,274	38,596	37 429	(39,443)	8,778	15,545	35,798
Total - Rental & Leases	**31,138**	**39,410**	**35,170**	**30,647**	**44,400**	**39,146**	**42,855**	**38,635**	**39,009**	**(37,862)**	**10,359**	**17,127**	**37,388**
r Expenses:													
Licenses & Taxes:													
2-7630-76300 Licenses & Taxes	0	0	1,450	0	(1 121)	0	0	0	0	0	0	0	0
6012-7710-76300 Licenses & Taxes	0	0	0	0	0	571	0	340	0	0	0	0	0
6012-8340-76300 Licenses & Taxes	0	0	0	0	0	0	0	101	0	0	2,476	0	0
6012-8440-76300 Licenses & Taxes	0	0	0	0	0	0	0	0	0	0	0	0	316

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Total: 76300 Licenses & Taxes	0	0	1,460	0	(1,121)	571	0	441	0	0	2,476	0	215
76400 Other Costs:													
6012-6580-76400 Other Costs	0	0	4 167	0	0	0	0	0	0	0	0	0	0
6012-6810-76400 Other Costs	291	784	432	443	492	392	400	304	310	299	234	377	249
Total: 76400 Other Costs	291	784	4,599	443	492	392	400	304	310	299	234	377	249
76500 Telephone/Telegraph:													
6012-7010-76500 Telephone/Telegraph	305	0	810	305	305	305	0	305	0	309	810	0	315
6012-8440-76500 Telephone/Telegraph	0	0	0	0	0	110	0	0	0	0	0	0	0
6012-8470-76500 Telephone/Telegraph	8,986	8,439	(9,870)	626	576	1,896	621	(100)	652	1,234	857	1,032	2,399
6012-8720-76500 Telephone/Telegraph	0	0	58	339	0	0	0	0	0	0	0	0	0
Total: 76500 Telephone/Telegraph	9,291	8,439	(8,902)	1,270	881	2,312	621	205	652	1,539	1,467	1,032	3,314
76600 Dues & Subscriptions:													
6012-6580-76600 Dues & Subscriptions	0	0	0	0	0	0	0	0	0	0	0	0	778
6012-7500-76600 Dues & Subscriptions	0	0	0	0	0	0	5 671	0	0	0	0	0	0
6012-7570-76600 Professional Subscriptions & Dues	0	0	0	0	2,721	0	(2,721)	0	0	0	0	0	0
6012-8720-76600 Dues & Subscriptions	600	0	0	0	0	0	0	0	77	577	14 189	(7,000)	0
Total: 76600 Dues & Subscriptions	600	0	0	0	2,721	0	2,950	0	77	577	14 189	(7,000)	778
76700 Outside Training Sessions:													
6012-6580-76700 Outside Training Sessions	744	0	0	150	0	0	0	0	0	350	0	80	49
6012-7520-76700 Outside Training Sessions	0	0	0	0	0	0	0	0	80	0	0	0	0
Total: 76700 Outside Training Sessions	744	0	0	150	0	0	0	0	80	350	0	80	49
76750 Meetings & Conventions:													
6012-8720-76750 Meetings & Conventions	0	100	0	0	0	0	0	0	0	0	0	0	0
Total: 76750 Meetings & Conventions	0	100	0	0	0	0	0	0	0	0	0	0	0
76800 Travel:													
6012-6810-76800 Travel	0	0	0	0	0	532	150	(255)	(427)	377	94	73	121
Total: 76800 Travel	0	0	0	0	0	532	150	(255)	(427)	377	94	73	121
76805 Mileage:													
6012-6580-76805 Personal Car Mileage	0	14	0	0	0	0	0	0	0	0	0	0	0
Total: 76805 Mileage	0	14	0	0	0	0	0	0	0	0	0	0	0
76810 Business Meals:													
6012-6580-76810 Business Meals - Attendees	0	49	0	0	0	0	0	0	0	0	0	0	0
6012-8720-76810 Business Meals - Attendees	0	0	0	0	0	0	0	0	0	0	0	0	81
Total: 76810 Business Meals	0	49	0	0	0	0	0	0	0	0	0	0	81
76814 Entertainment - Staff													
6012-8720-76814 Entertainment - Staff	0	0	0	0	0	0	0	0	0	0	310	0	0
Total: 76814 Entertainment - Staff	0	0	0	0	0	0	0	0	0	0	310	0	0
76900 Recruiting:													
6012-6810-76900 Recruiting	0	0	0	1,050	1 050	0	0	0	0	0	0	0	0
Total: 76900 Recruiting	0	0	0	1,050	1 050	0	0	0	0	0	0	0	0
79000 Other Expenses:													
-8500-79000 Other Expenses	0	495	853	360	594	484	700	(49)	180	171	340	316	344
-8810-79000 Other Expenses	0	0	0	1	0	0	0	0	0	528	7	0	0
2-8720-79000 Other Expenses	0	272	0	0	0	0	0	0	0	0	0	0	0
Total: 79000 Other Expenses	0	767	853	361	594	484	700	(49)	180	697	347	316	344
79003 Gifts & Entertainment:													
6012-6580-79003 Gifts & Entertainment	3,257	397	880	1,125	0	1,950	1 749	400	1 076	1,300	770	1,245	1,490
Total: 79003 Gifts & Entertainment	3,257	397	880	1,125	0	1,950	1,749	400	1,076	1,300	770	1,245	1,490
79030 Advertising:													
6012-8510-79030 Advertising	600	0	0	0	0	0	0	0	0	0	0	0	0
Total: 79030 Advertising	600	0	0	0	0	0	0	0	0	0	0	0	0
79890 Cash - AP Offset Account:													
6012-9998-79890 Cash - AP Offset Account	3,152	0	0	0	0	0	0	0	0	0	0	0	(32,711)
Total: 79890 Cash - AP Offset Account	3,152	0	0	0	0	0	0	0	0	0	0	0	(32,711)
79893 Cash - PPE Purchase Temp Acct - Accrual:													
6012-9998-79893 Cash - PPE Purchase Temp Acct	(3,152)	0	0	0	0	0	0	0	0	0	0	0	32,711
9893 Cash - PPE Purchase Temp Acct - Accrual	(3,152)	0	0	0	0	0	0	0	0	0	0	0	32,711
Total - Other Expenses	**16,073**	**7,530**	**(1,110)**	**4,400**	**4,696**	**6,301**	**6,659**	**1,046**	**1,947**	**5,339**	**19,888**	**(3,879)**	**6,700**
Total - P/S & Other Expenses	**321,978**	**498,883**	**308,981**	**380,892**	**437,316**	**469,769**	**400,449**	**437,494**	**417,042**	**373,145**	**437,710**	**436,827**	**423,239**
Bad Debt Expense:													
Insurance:													
78100 Insurance-Professional Liability:													
6012-6830-78100 Insurance-Professional Liabil	11,812	0	0	0	0	0	0	0	0	0	0	0	0
6012-8881-78100 Insurance-Professional Liabil	0	10,850	10,373	10,373	11,779	10,373	10,373	11,299	10,492	10,373	13,082	12,326	12,326
Total: 78100 Insurance-Professional Liability	11,812	10,850	10,373	10,373	11 779	10,373	10,373	11,299	10,492	10,373	13,082	12,326	12,326
78200 Insurance-Other:													
6012-6830-78200 Insurance-Other	0	2,702	2,702	2,702	2,702	2,702	2,702	2,702	2,702	2,702	2,702	2,702	2,702
6012-8840-78200 Insurance-Other	2,206	0	0	0	0	0	0	0	0	0	0	0	0
6012-8881-78200 Insurance-Other	0	16,425	0	0	9,647	0	0	3,980	0	0	0	0	0
Total: 78200 Insurance-Other	2,206	19,127	2,702	2,702	12,349	2,702	2,702	6,682	2,702	2,702	2,702	2,702	2,702
Total - Insurance	**13,817**	**29,777**	**13,075**	**13,075**	**24,128**	**13,075**	**13,075**	**17,981**	**13,194**	**13,076**	**15,784**	**15,027**	**15,027**
Utilities:													
77700 Utilities-Electricity:													
6012-6460-77700 Utilities-Electricity	8,948	8,522	9,062	9 456	8,844	8,765	7,938	8,817	8,768	8,402	8,852	8,920	9,844
Total: 77700 Utilities-Electricity	8,948	8,522	9 062	9 456	8,844	8,765	7,938	8,817	8,768	8 402	8,852	8,920	9,844
77800 Utilities-Gas:													
6012-6460-77800 Utilities-Gas	2,670	2,578	2,493	2,248	3,167	4 496	5,904	6,811	6,857	7,005	5,079	4,068	6,413
Total: 77800 Utilities-Gas	2,670	2,578	2,493	2,248	3,167	4 496	5,904	6,811	6,857	7,005	5,079	4,068	6 413
77900 Utilities-Water:													
6012-6460-77900 Utilities-Water	6,751	6,069	6 128	5,912	6,532	5,761	5,194	6,179	6 351	4,416	4,966	6,241	7 852
Total: 77900 Utilities-Water	6,751	6,069	6,128	5,912	6,532	5,761	5,194	6,179	6 351	4 416	4,966	6,241	7,852
Utilities-Other:													
-8440-78000 Utilities-Other	953	953	978	976	980	976	976	976	976	980	980	0	1,952
Total: 78000 Utilities-Other	953	953	978	976	980	976	976	976	976	980	980	0	1,952
Total - Utilities	**18,321**	**17,122**	**17,676**	**18,590**	**19,323**	**20,018**	**20,011**	**18,782**	**18,952**	**17,804**	**18,878**	**19,230**	**25,861**

Verity Healt Systems
Seton Medical Center Coastside
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Depreciation													
77200 Depr&Amort-Buildings & Improve													
5012-5811-77200 Depr&Amort-Buildings & Improve	0	0	0	0	0	0	0	0	0	901	901	901	901
Total 77200 Depr&Amort-Buildings & Improve	0	0	0	0	0	0	0	0	0	901	901	901	901
77400 Depr&Amort-Equip													
5012-5810-77400 Depr&Amort-Equip	15,015	10,891	11,285	11,757	11,644	11,660	12,584	12,584	6,171	9,398	9,520	9,708	10,644
5012-5813-77400 Depr&Amort-Equip	43	57	86	57	57	57	57	57	57	57	57	57	57
Total 77400 Depr&Amort-Equip	15,058	10,948	11,371	11,814	11,701	11,717	12,641	12,641	6,228	9,455	9,577	9,763	10,701
Total - Depreciation	**15,058**	**10,948**	**11,371**	**11,814**	**11,701**	**11,717**	**12,641**	**12,641**	**6,228**	**10,356**	**10,478**	**10,664**	**11,602**
Amortization.													
Interest Expense:													
78490 Interest Expense-Other													
5012-5830-78490 Interest Expense-Other	92	0	0	0	0	0	17	0	0	8	0	(24)	0
5012-5870-78490 Interest Expense-Other	(412)	(991)	(1,129)	(1,139)	(1,320)	(1,320)	(1,059)	(1,084)	(1,126)	(96)	(127)	(248)	(60)
Total 78490 Interest Expense-Other	(320)	(991)	(1,129)	(1,139)	(1,320)	(1,320)	(1,041)	(1,084)	(1,126)	(88)	(127)	(271)	(60)
Total - Interest Expense	**(320)**	**(991)**	**(1,129)**	**(1,139)**	**(1,320)**	**(1,320)**	**(1,041)**	**(1,084)**	**(1,126)**	**(88)**	**(127)**	**(271)**	**(60)**
Total Expenses	**1,666,049**	**2,362,304**	**2,082,176**	**2,112,750**	**2,194,884**	**2,147,294**	**2,164,983**	**2,160,087**	**2,005,882**	**2,153,638**	**2,202,684**	**2,249,841**	**2,411,991**
Operating Income	**496,322**	**(496,242)**	**(129,164)**	**(160,008)**	**(140,686)**	**(324,068)**	**(245,219)**	**(331,288)**	**(188,249)**	**(280,319)**	**(351,188)**	**(412,315)**	**(518,577)**
Investment Income:													
Net Income	**496,322**	**(496,242)**	**(129,164)**	**(160,008)**	**(140,686)**	**(324,068)**	**(245,219)**	**(331,288)**	**(188,249)**	**(280,319)**	**(351,188)**	**(412,315)**	**(518,577)**

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Verity Health System
Seton Medical Center
Balance Sheet
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Assets													
Current Assets:													
Cash	$7,981,893	$6,041,308	$7,710,722	$6,070,085	$2,225,297	$6,900,085	$11,455,200	$10,949,981	$6,831,302	$2,985,717	$5,789,532	$13,845,547	$9,142,015
Accounts Receivable	257,873,372	265,629,203	279,548,128	281,888,012	303,274,458	302,953,977	304,035,953	340,763,920	352,358,892	384,400,565	373,186,087	384,685,585	410,792,141
Contractual Allowances	(216,042,172)	(222,697,458)	(236,159,747)	(236,318,087)	(256,368,135)	(257,674,271)	(259,805,208)	(292,490,295)	(302,126,668)	(311,835,030)	(320,170,488)	(330,713,789)	(353,016,192)
Allowance for Uncollectible Accounts	(5,201,739)	(5,499,715)	(6,051,775)	(6,450,762)	(6,805,866)	(6,770,421)	(6,143,537)	(6,219,894)	(7,483,926)	(7,596,834)	(8,067,720)	(8,259,395)	(8,633,735)
Net Accounts Receivable	36,629,461	37,432,029	37,336,606	39,089,173	41,102,456	39,509,285	38,087,207	42,053,730	42,770,310	44,968,721	44,927,880	45,692,401	49,142,214
Due from Governmental Agencies	3,064,998	1,343,945	1,274,303	1,274,303	1,274,303	1,352,230	1,372,732	1,367,709	1,372,427	1,570,667	1,620,017	1,668,599	1,483,130
Due from Related Corporations	24,828,131	23,757,563	22,384,817	21,779,520	20,537,713	19,572,134	18,685,683	19,256,058	19,021,356	18,057,067	17,897,047	17,496,211	17,681,821
Supplies inventories, at cost	3,069,789	3,071,595	3,116,754	3,111,242	3,147,397	3,156,408	3,186,070	3,193,051	3,190,240	3,159,771	3,081,503	2,982,572	2,851,402
Other Current Assets	4,386,520	5,042,586	8,058,169	4,178,406	4,496,895	5,026,680	12,428,266	14,512,493	12,546,701	14,341,674	8,673,912	7,398,356	8,924,804
Total Current Assets	79,960,792	75,689,047	79,881,080	75,500,728	72,764,261	77,516,822	85,595,157	91,333,022	87,832,347	85,083,636	81,989,892	89,083,686	97,225,186
Assets Limited as to Use:													
Board-designated for -													
Capital Projects & Debt Repayment	38,659,201	38,659,201	38,659,201	37,677,590	37,677,590	37,677,590	37,677,590	37,977,590	37,877,590	36,585,451	36,588,451	36,585,451	36,585,451
Assets Limited as to Use	38,659,201	38,659,201	38,659,201	37,677,590	37,677,590	37,677,590	37,677,590	37,977,590	37,877,590	36,585,451	36,588,451	36,585,451	36,588,451
Net Operating Property, Plant & Equipment													
Land	722,422	722,422	722,422	722,422	722,422	722,422	722,422	722,422	722,422	722,422	722,422	722,422	722,422
Land Improvements	1,879,824	1,879,824	1,879,824	1,879,824	1,879,824	1,879,824	1,879,824	1,879,824	1,879,824	1,879,824	1,879,824	1,879,824	1,879,824
Buildings/LHI	61,177,710	61,262,709	61,354,439	61,396,833	61,396,833	61,396,833	61,396,833	61,396,833	61,396,833	61,396,833	61,396,833	61,396,833	62,125,687
Buildings Service Equipment	46,384,337	46,384,337	46,384,337	46,416,676	46,416,676	46,416,676	46,416,676	46,416,676	46,416,676	52,162,857	52,162,857	52,162,857	52,299,582
Equipment	110,134,940	110,338,732	110,462,661	111,405,163	111,421,301	111,440,487	112,318,374	112,577,016	112,626,933	112,784,514	113,018,483	113,358,145	113,458,333
Construction in Progress	10,238,192	10,579,821	11,416,032	10,596,638	11,611,305	11,860,020	11,464,986	12,234,709	12,771,803	11,513,756	13,487,291	14,179,683	14,563,203
Total Fixed Assets	232,817,426	233,277,845	234,299,715	234,517,577	235,748,393	235,916,262	236,297,116	237,327,484	237,916,492	240,980,347	242,747,760	243,800,805	245,169,052
Less - Accumulated Depreciation	(197,306,119)	(197,795,597)	(198,312,632)	(198,800,993)	(199,290,745)	(199,774,103)	(200,271,294)	(200,758,464)	(201,045,266)	(201,433,446)	(201,924,076)	(202,220,570)	(202,663,378)
Net Operating PP&E	35,511,307	35,482,048	35,986,784	35 716 584	36,457,648	36 142,159	36,025,823	36,569,000	36,871,227	39,426,900	40,823,684	41,580,234	42,505,674
Other Assets:													
Notes Receivable LT	232,852	232,852	232,552	232,552	232,552	232,552	335,652	338,662	357,779	357,779	408,506	364,517	260,596
Other LT Assets	226,978	14,658	14,658	14,658	14,658	14,658	14,658	14,658	14,658	0	0	0	0
Total Other Assets	459,830	247,211	247,211	247,211	247,211	247,211	350,311	350,311	372,437	357,779	408,506	364,516	260,600
Total Assets	154,410,830	150,077,507	151,774,276	149,342,113	147,398,680	151,783,782	159,848,681	168,119,922	162,953,602	161,453,967	159,907,534	167,813,889	186,576,910
Liabilities and Fund Balances													
Current Liabilities:													
Current maturities of long-term debt	912,235	912,235	912,235	956,067	956,067	956,067	1,204,693	1,204,693	1,204,693	1,204,693	1,204,693	1,204,693	1,241,378
Accounts Payable	8,901,317	8,499,802	10,503,057	9,152,052	10,866,103	8,508,298	8,808,995	11,025,972	10,253,374	6,184,205	9,233,323	9,348,946	8,703,606
Due to governmental agencies	283,817	277,113	869,072	1,043,950	840,212	245,417	245,417	245,417	245,417	245,417	245,417	245,417	259,201
Due to related entities	119,532,243	116,200,112	125,169,432	130,812,317	131,198,252	142,722,567	144,432,933	149,258,388	153,798,667	157,577,329	164,100,308	168,991,756	168,778,231
Accrued Liabilities-													
Payroll	3,643,314	5,082,613	5,168,773	2,325,804	2,805,910	3,647,567	4,836,208	6,426,429	8,882,938	2,624,323	2,593,897	3,540,380	4,805,865
Vacation & Other Compensated Absences	7,882,300	7,785,757	7,792,388	7,877,848	7,720,804	8,011,907	7,682,276	8,445,317	8,584,892	8,768,033	8,639,817	8,795,071	8,368,836
Other	41,276,727	41,421,307	39,924,931	40,136,859	24,169,310	24,899,095	34,499,751	34,911,396	32,632,147	33,226,838	29,923,082	30,052,449	33,071,300
Total Current Liabilities	179,401,753	182,179,939	190,366,897	182,304,705	178,658,657	188,790,917	201,772,279	211,520,611	212,612,335	211,910,839	216,940,538	220,175,711	225,225,417
Other Liabilities:													
ension Plan LT	27,000	(9,917)	27,333	27,500	(554,274)	(554,107)	(554,440)	(556,166)	(560,662)	(560,923)	(560,757)	(562,009)	(812,000)
Liabilities LT	2,832,381	2,821,975	2,821,975	2,821,975	2,821,975	2,821,975	2,821,975	2,821,975	2,821,975	2,821,975	2,821,975	2,821,975	3,106,235
Other Liabilities	2,859,381	2,812,059	2,849,309	2,849,475	2,267,702	2,267,868	2,267,535	2,263,820	2,261,313	2,261,052	2,261,219	2,259,966	2,494,235
Long-Term Debt:													
Bonds Payable	98,002,248	97,929,932	97,857,617	97,741,470	97,669,154	97,596,838	97,275,696	97,203,380	97,131,264	97,058,948	96,986,633	96,914,317	96,805,316
Total Long-Term Debt	98,002,248	97,929,932	97,857,617	97,741,470	97,669,154	97,596,838	97,275,696	97,203,380	97,131,264	97,058,948	96,986,633	96,914,317	96,805,316
NET ASSETS.													
Unrestricted	(97,308,535)	(125,952,532)	(125,952,532)	(125,952,532)	(125,952,532)	(125,952,532)	(125,952,532)	(125,952,532)	(125,952,532)	(125,952,532)	(125,952,532)	(125,952,532)	(125,949,376)
YTD Net Income	(28,643,998)	(6,890,891)	(13,348,013)	(17,601,005)	(5,174,300)	(10,919,310)	(15,504,296)	(18,915,556)	(23,098,778)	(23,824,340)	(29,328,423)	(25,783,572)	(31,998,683)
Total Net Assets	(125,952,532)	(132,843,423)	(139,301,546)	(143,553,537)	(131,126,832)	(136,871,842)	(141,456,828)	(144,868,089)	(149,051,311)	(149,776,872)	(155,280,955)	(151,736,105)	(157,948,059)
TOTAL LIABILITIES AND FUND BALANCE	154,410,830	150,077,507	151,774,276	149,342,113	147,398,680	151,783,782	159,848,681	168,119,922	162,953,602	161,453,967	159,907,534	167,813,889	186,576,910
Total Assets	154,410,830	150,077,507	151,774,276	149,342,113	147,398,680	151,783,782	159,848,681	168,119,922	162,953,602	161,453,967	159,907,534	167,813,889	186,576,910
Total Liabilities	280,363,382	282,920,930	291,076,822	282,895,650	278,493,512	288,655,824	301,305,709	310,988,010	312,004,912	311,230,839	315,168,489	319,349,994	324,524,969
Total Equity	(125,952,532)	(132,843,423)	(139,301,546)	(143,553,537)	(131,126,832)	(136,871,842)	(141,456,828)	(144,868,088)	(149,051,311)	(149,776,872)	(155,280,955)	(151,736,105)	(157,948,059)

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Verity Health System
Seton Medical Center
Balance Sheet
June 30, 2018

	5/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Assets													
Current Assets:													
Cash.													
6011-1001-10008 Cash - BofA LockBox	$1,380,827	$888,751	$257,512	$3,509,062	($195,062)	$169,805	$2,194,575	$383,983	$725,788	$1,617,713	$1,116,882	$833,776	$963,592
6011-1001-10025 Cash - Disbursement Checking - E	5,468,079	2,986,827	2,199,649	1,401,465	1,254,324	7,550,560	8,064,468	4,451,883	2,560,161	0	3,544,374	11,877,238	7,162,284
6011-1002-10020 Cash - Payroll Checking	1,056,577	1,059,116	5,126,783	1,030,741	1,031,053	1,035,366	1,046,528	5,957,115	5,809,847	1,052,454	1,020,194	1,028,431	920,038
6011-1003-10031 Cash - FBA Checking	92,336	102,539	122,723	124,742	130,908	140,291	145,554	182,955	131,438	111,475	102,027	102,027	102,027
6011-1004-10040 Imprest / Petty Cash Funds	4,074	4,074	4,074	4,074	4,074	4,074	4,074	4,074	4,074	4,074	4,074	4,074	4,074
Total: Cash	7,981,893	5,041,308	7,710,722	6,070,085	2,225,297	8,900,085	11,455,200	10,949,881	8,931,302	2,885,717	5,789,532	13,845,547	9,142,015
Accounts Receivable:													
6011-1020-10200 Patient Accounts Receivable	258,248,804	266,714,686	279,648,128	282,584,888	303,971,103	303,742,920	305,173,393	342,487,425	354,588,572	368,847,851	375,359,678	385,045,476	411,054,724
6011-1026-10260 A/R-Home Health	(375,432)	(1,085,683)	0	(726,876)	(696,645)	(789,943)	(1,137,440)	(1,723,605)	(2,228,790)	(1,447,066)	(2,183,468)	(379,893)	(262,583)
Total: Accounts Receivable	257,873,372	265,629,203	279,648,128	281,858,012	303,274,458	302,953,977	304,035,953	340,763,820	352,359,892	384,400,585	373,166,087	384,665,585	410,792,141
Contractual Allowances:													
6011-1042-10421 Allow CA - Medicare IP Acute	(63,648,811)	(67,139,618)	(76,402,540)	(75,779,049)	(88,245,059)	(87,667,787)	(92,389,817)	(108,688,219)	(104,832,938)	(105,920,878)	(107,188,321)	(105,501,553)	(118,595,078)
6011-1042-10425 Allow CA - Medicare Outpatient	(25,856,571)	(26,669,114)	(25,625,991)	(26,300,834)	(34,412,157)	(35,015,330)	(36,834,648)	(42,196,584)	(48,213,591)	(48,388,401)	(52,963,813)	(55,617,993)	(56,711,748)
6011-1042-10428 Allow CA - M/Cnel-Ha	(3,618,081)	(3,095,068)	(2,993,335)	(2,922,049)	(2,947,015)	(2,884,185)	(2,770,542)	(2,807,135)	(2,605,352)	(2,779,490)	(2,649,750)	(3,539,888)	(3,568,679)
6011-1044-10441 Allow CA - Medi-Cel IP	(65,579,632)	(70,940,581)	(72,478,668)	(70,207,188)	(71,829,701)	(73,114,617)	(67,922,798)	(74,885,619)	(88,297,097)	(88,029,760)	(94,531,544)	(103,293,578)	(107,106,427)
6011-1044-10448 Allow CA - Medi-Cel Outpatient	(14,258,944)	(15,944,126)	(17,510,621)	(17,533,994)	(19,102,057)	(20,460,758)	(19,566,506)	(22,438,286)	(21,693,183)	(21,235,940)	(22,321,561)	(23,191,135)	(24,615,788)
6011-1048-10481 Allow CA-Comm MgdCre Inpt Ac	(62,382,536)	(63,010,408)	(99,039,881)	(95,534,295)	(93,289,343)	(91,984,228)	(92,153,126)	(93,920,587)	(92,525,881)	(95,977,631)	(93,307,302)	(93,169,119)	(99,432,154)
6011-1048-10485 Allow CA -Comm MgdCre Outpat	(12,316,023)	(13,096,982)	(12,902,079)	(13,715,489)	(14,782,487)	(15,547,350)	(17,316,350)	(17,424,882)	(18,320,100)	(19,982,290)	(18,896,334)	(18,668,011)	(19,160,534)
6011-1049-10491 Allow CA - Comm IMG/PPO At F	273,537	273,537	273,385	276,532	275,220	283,816	283,816	283,946	283,946	283,946	283,946	283,946	283,946
6011-1049-10420 Allowance For Charity	(434,045)	(181,472)	(148,500)	(403,469)	(363,141)	(238,034)	(513,658)	(506,811)	(69,416)	(75,941)	(43,578)	(383,328)	(765,516)
6011-1048-10481 Allow CA - WC FFS InptAcute	66,744,741	67,096,181	67,655,790	67,913,651	68,430,831	68,912,305	69,368,443	69,883,502	70,257,894	70,958,064	71,735,685	72,251,674	72,654,009
6011-1048-10491 Allow CA - Other InptAcute	10,072	10,072	10,072	10,072	10,072	10,072	10,072	10,072	10,072	10,072	10,072	10,072	10,072
Total: Contractual Allowances	(216,042,172)	(222,697,459)	(238,159,747)	(238,318,087)	(256,388,135)	(257,874,271)	(269,505,208)	(282,490,295)	(302,125,556)	(311,839,030)	(320,170,468)	(330,713,789)	(353,016,192)
Allowance for Uncollectible Accounts:													
6011-1041-10410 Allowance for Bad Debt	(5,201,739)	(5,499,715)	(5,051,775)	(5,450,782)	(5,805,666)	(5,770,421)	(6,143,537)	(6,219,894)	(7,483,926)	(7,596,834)	(6,067,720)	(6,259,395)	(6,833,738)
Total: Allowance for Uncollectible Accounts	(5,201,739)	(5,499,715)	(5,051,775)	(5,450,782)	(5,805,666)	(5,770,421)	(6,143,537)	(6,219,894)	(7,483,926)	(7,596,834)	(6,067,720)	(6,259,395)	(6,833,738)
Net Accounts Receivable	36,629,481	37,432,029	37,338,506	39,089,173	41,102,656	39,509,285	38,287,207	42,053,730	42,770,310	44,968,721	44,927,880	48,692,401	48,142,214
Due from Governmental Agencies.													
6011-1051-10510 Rec from Third-Party-Medicare	3,094,998	1,343,945	1,274,303	1,274,303	1,274,303	1,352,230	1,372,732	1,367,709	1,372,427	1,570,887	1,620,017	1,668,599	1,483,130
Total Due from Governmental Agencies	3,094,998	1,343,945	1,274,303	1,274,303	1,274,303	1,352,230	1,372,732	1,367,709	1,372,427	1,570,887	1,620,017	1,668,599	1,483,130
Due from Related Corporations.													
6011-1090-10910 I/C A/R - Seton Coastside 6012	13,560,472	13,405,374	14,252,125	13,659,413	12,691,124	11,663,008	11,044,183	11,061,776	10,847,267	11,123,281	10,781,822	10,554,252	10,720,066
6011-1090-10945 I/C A/R - Seton Foundation 6040	280,935	265,096	377,623	378,036	481,877	481,977	481,977	792,751	792,751	552,069	552,069	552,069	569,094
6011-1090-10960 I/C A/R - St. Vincent 6510	2,372,470	2,376,750	0	0	595,599	599,162	605,738	609,838	609,838	609,838	609,838	609,838	609,838
6011-1090-10965 I/C A/R - OConner 6010	6,419,424	7,013,169	7,075,249	7,060,207	5,304,904	5,336,163	5,284,888	5,326,609	5,303,282	4,301,839	4,310,914	4,301,303	4,309,526
6011-1090-10966 I/C A/R - St. Louise 6011	2,174,629	677,174	679,519	681,884	1,464,209	1,511,915	1,466,899	1,465,883	1,468,228	1,470,059	1,472,404	1,478,748	1,473,094
Total Due from Related Corporations	24,828,131	23,757,563	22,384,517	21,779,520	20,537,713	19,572,134	18,885,683	19,256,058	19,021,366	18,057,087	17,697,047	17,496,211	17,681,621
Supplies Inventories, at cost:													
6011-1081-10810 Inventory - General Stores	54	45	35	87	57	47	50	82	82	73	54	191	0
6011-1082-10820 Inventory - Pharmacy	734,890	734,890	734,890	734,890	734,890	734,890	734,890	734,890	734,890	734,890	734,890	734,890	761,707
6011-1083-10830 Inventory - Central Supply	399,214	401,030	448,208	440,655	479,819	485,840	495,500	522,488	519,856	489,179	410,629	311,869	296,339
6011-1083-10831 Inventory - Central Supply - Per Ca	150,442	150,442	150,442	150,442	150,442	150,442	150,442	150,442	150,442	150,442	150,442	150,442	119,781
6011-1088-10880 Inventory - Surgery	691,693	691,693	691,693	691,693	691,593	691,593	691,593	691,593	691,593	691,593	691,593	691,593	929,071
6011-1089-10890 Inventory - Other	299,868	299,868	299,868	299,868	299,868	299,868	299,868	299,868	299,868	299,868	299,868	299,868	245,321
6011-1089-10892 INVENTORY CATH LAB	583,727	693,727	583,727	693,727	693,727	593,727	593,727	693,727	693,727	693,727	693,727	693,727	539,003
Total Supplies Inventories, at cost	3,069,789	3,071,695	3,118,784	3,111,242	3,147,397	3,156,408	3,166,070	3,193,091	3,190,240	3,159,771	3,061,503	2,982,572	2,851,402
er Current Assets:													
1-1068-10680 Notes Receivable Short Term	116,276	116,276	116,276	87,207	116,276	116,276	116,276	116,276	116,276	116,276	116,276	116,276	184,384
11-1068-10681 Reserve For Notes Receivable	0	(10,961)	(21,923)	0	(43,874)	(54,854)	(66,061)	(83,480)	(100,112)	(116,752)	(137,629)	(114,516)	(42,722)
6011-1069-10674 Other Rec - Prov Fee FFS	2,784,472	2,784,472	2,784,472	2,784,472	2,784,472	2,784,472	10,491,526	11,805,696	10,501,410	9,565,605	6,939,215	5,714,235	5,353,205
6011-1069-10690 Other Receivables	681,074	579,781	630,567	225,677	254,663	204,584	273,229	683,788	183,421	3,188,530	408,272	396,584	433,615
6011-1101-11010 Prepaid Insurance	154,133	642,894	447,026	261,654	623,240	427,813	231,785	488,415	311,367	124,309	496,652	309,309	121,968
6011-1105-11050 Prepaid Taxes	0	0	0	0	0	0	0	0	0	33,141	25,426	12,714	0
6011-1107-11070 Deposits	18,776	18,776	18,776	18,776	30,028	24,401	24,401	18,776	22,576	37,334	37,334	37,334	22,822
6011-1108-11080 Prepaid Expense	851,788	912,338	1,062,679	608,520	732,091	932,308	970,206	1,284,124	1,134,870	921,468	672,315	610,377	539,011
6011-1109-11090 Other Current Assets	0	0	0	0	0	592,000	388,900	388,900	388,773	388,773	318,047	316,047	332,524
Total Other Current Assets	4,386,520	5,042,588	5,058,169	4,179,406	4,496,895	5,026,980	12,428,266	14,512,493	12,546,701	14,341,674	8,873,912	7,398,356	6,924,804
Total Current Assets	79,980,792	75,689,047	79,881,080	75,500,728	72,784,261	77,516,822	88,595,157	91,333,022	87,832,347	85,083,838	81,989,892	89,083,686	87,225,168
Assets Limited as to Use:													
Board-designated for -													
Capital Projects & Debt Repayment.													
6011-1134-11135 -CSCDA-PACE Series 1 Trustee	19,346,572	19,346,572	19,346,572	18,944,794	18,944,794	18,944,794	18,944,794	18,944,794	18,944,794	18,944,794	18,301,238	18,301,238	18,301,238
6011-1134-11136 -CSCDA-PACE Series 2 Trustee	19,312,630	19,312,630	19,312,630	18,932,796	18,932,796	18,932,796	18,932,796	18,932,796	18,932,796	18,932,796	18,284,213	18,284,213	18,284,213
Total Capital Projects & Debt Repayment	38,659,201	38,659,201	38,659,201	37,877,590	37,877,590	37,877,590	37,877,590	37,877,590	37,877,590	37,877,590	36,585,451	36,585,451	36,585,451
Assets Limited as to Use	38,659,201	38,659,201	38,659,201	37,877,590	37,877,590	37,877,590	37,877,590	37,877,590	37,877,590	37,877,590	36,585,451	36,585,451	36,585,451
Net Operating Property, Plant & Equipment													
Land.													
6011-1200-12000 Land	722,422	722,422	722,422	722,422	722,422	722,422	722,422	722,422	722,422	722,422	722,422	722,422	722,422
Total. Land	722,422	722,422	722,422	722,422	722,422	722,422	722,422	722,422	722,422	722,422	722,422	722,422	722,422
Land Improvements:													
6011-1210-12100 Land Improvements	1,979,824	1,979,824	1,979,824	1,979,824	1,979,824	1,979,824	1,979,824	1,979,824	1,979,824	1,979,824	1,979,824	1,979,824	1,979,824
Total: Land Improvements	1,979,824	1,979,824	1,979,824	1,979,824	1,979,824	1,979,824	1,979,824	1,979,824	1,979,824	1,979,824	1,979,824	1,979,824	1,979,824
Buildings/LHI													
6011-1221-12210 B&I - Hospital Buildings	61,088,198	61,201,197	61,262,927	61,305,321	61,305,321	61,305,321	61,305,321	61,305,321	61,305,321	61,305,321	61,305,321	61,309,321	62,034,175
6011-1230-12300 Leasehold Improvements	91,512	91,512	91,512	91,512	91,512	91,512	91,512	91,512	91,512	91,512	91,512	91,512	91,512
Total Buildings/LHI	61,177,710	61,292,709	61,354,439	61,396,833	61,396,833	61,396,833	61,396,833	61,396,833	61,396,833	61,396,833	61,396,833	61,396,833	62,125,687
Buildings Service Equipment:													
6011-1225-12250 B&I - Fixed Equipment	48,384,337	48,384,337	48,384,337	48,416,576	48,416,576	48,416,576	48,416,576	48,416,576	48,416,576	52,162,697	52,162,697	52,162,697	52,299,582
Total Buildings Service Equipment	48,384,337	48,384,337	48,384,337	48,416,576	48,416,576	48,416,576	48,416,576	48,416,576	48,416,576	52,162,697	52,162,697	52,162,697	52,299,582
Equipment:													
6011-1241-12410 Major Moveable Equipment	104,093,687	104,297,459	104,421,388	105,383,910	105,380,028	105,396,213	106,275,101	106,535,745	106,587,660	106,743,341	106,877,220	107,317,872	107,417,060
6011-1242-12420 Minor Equipment	3,261,075	3,261,075	3,261,075	3,261,075	3,261,075	3,261,075	3,261,075	3,261,075	3,261,075	3,261,075	3,261,075	3,261,075	3,261,075
6011-1244-12440 Corp Allocated Equipment	2,780,198	2,780,198	2,780,198	2,780,198	2,780,198	2,780,198	2,780,198	2,780,198	2,780,198	2,780,198	2,780,198	2,780,198	2,780,198
Total. Equipment	110,134,940	110,338,732	110,462,661	111,405,183	111,421,301	111,440,487	112,316,374	112,577,018	112,628,933	112,784,614	113,018,493	113,359,145	113,458,333
Construction in Progress.													
6011-1261-12001 CIP- SB1953 Seismic Retrofit	6,559,462	6,550,409	6,581,165	6,730,161	7,258,770	7,295,398	7,747,234	8,085,136	8,473,378	10,705,961	12,157,285	12,320,218	13,527,412
6011-1251-12016 CIP - FYE 2016	2,159,656	2,184,368	2,612,662	2,859,723	3,306,827	3,356,855	3,260,116	3,561,622	3,572,116	131,102	(2,771)	(50,064)	(67,305)
6011-1251-12017 CIP - FYE 2017	1,516,873	1,844,648	2,097,483	1,157,822	1,178,699	1,241,430	419,100	539,063	643,916	571,161	568,782	533,057	(43,689)
6011-1251-12018 CIP - FYE 2018	0	0	44,401	48,862	66,210	68,364	16,535	48,688	192,394	405,513	738,984	1,271,495	1,166,755
Total: Construction in Progress	10,236,192	10,579,621	11,416,032	10,596,638	11,811,305	11,960,020	11,464,986	12,234,709	12,771,803	11,613,756	13,487,291	14,178,663	14,583,203
Total Fixed Assets	232,617,425	233,277,645	234,269,716	234,617,577	235,748,383	235,916,262	236,297,116	237,327,484	237,916,492	240,880,347	242,747,760	243,800,605	245,169,052
Less - Accumulated Depreciation:													
1-1280-12500 Accum Depr - Land Improvement.	(1,969,126)	(1,969,450)	(1,969,774)	(1,970,097)	(1,970,421)	(1,970,745)	(1,971,068)	(1,971,392)	(1,971,848)	(1,971,767)	(1,971,956)	(1,972,125)	(1,972,294)
-1271-12710 Accum Depr - Hospital Building	(53,451,339)	(53,525,692)	(53,927,914)	(53,699,955)	(53,771,997)	(53,844,038)	(53,916,079)	(53,988,121)	(54,054,289)	(54,123,394)	(54,182,488)	(54,260,990)	(54,347,704)
-1275-12750 Accum Depr - Fixed Equipment	(44,166,423)	(44,235,342)	(44,301,995)	(44,367,816)	(44,433,841)	(44,499,660)	(44,565,855)	(44,631,849)	(44,677,255)	(44,742,413)	(44,807,558)	(44,873,734)	(44,939,220)
1-1280-12800 A/D-LEASEHOLD IMPROVEMEN	(91,512)	(91,512)	(91,512)	(91,512)	(91,512)	(91,512)	(91,512)	(91,512)	(91,512)	(91,512)	(91,512)	(91,512)	(91,512)
6011-1291-12910 Accum Depr - Major Moveable	(91,583,448)	(91,932,128)	(92,280,894)	(92,630,837)	(92,981,900)	(93,326,875)	(93,583,706)	(94,044,537)	(94,209,389)	(94,483,066)	(94,719,278)	(94,883,536)	(95,271,378)
6011-1292-12920 Accum Depr - Minor Equipment	(3,261,075)	(3,261,075)	(3,261,075)	(3,261,075)	(3,261,075)	(3,261,075)	(3,261,075)	(3,261,075)	(3,261,075)	(3,261,075)	(3,261,075)	(3,261,075)	(3,261,075)
6011-1294-12940 Accum Depr - Corp Allocated Equ	(2,780,198)	(2,780,198)	(2,780,198)	(2,780,198)	(2,780,198)	(2,780,198)	(2,780,198)	(2,780,198)	(2,780,198)	(2,780,198)	(2,780,198)	(2,780,198)	(2,780,198)

Verity Health System
Seton Medical Center
Balance Sheet
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Total Less - Accumulated Depreciation	(197,306,119)	(197,765,597)	(198,312,932)	(199,800,993)	(199,290,745)	(199,774,103)	(200,271,294)	(200,768,484)	(201,045,266)	(201,433,446)	(201,824,076)	(202,220,570)	(202,663,378)
Net Operating PP&E	35,311,307	35,462,048	35,938,784	35,716,584	36,467,618	36,142,159	36,025,823	38,559,000	36,671,227	39,426,900	40,923,684	41,560,234	42,505,674
Other Assets:													
Notes Receivable LT													
6011-1331-13310 Notes Receivable - Long Term	232,552	232,552	232,552	232,552	232,552	232,552	232,552	232,552	232,552	232,552	232,552	232,552	116,276
6011-1333-13322 Notes Rec - Dr. Adfi	0	0	0	0	0	0	103,100	103,100	125,227	125,227	176,953	131,965	144,323
Total Notes Receivable LT	232,552	232,552	232,552	232,552	232,552	232,552	335,652	335,652	357,779	357,779	408,506	364,517	260,599
Other LT Assets:													
6011-1350-13505 Deposit - Long Term	14,658	14,658	14,658	14,658	14,658	14,658	14,658	14,658	14,658	0	0	0	0
6011-1350-13555 Prepaid Expense - Long Term	212,319	0	0	0	0	0	0	0	0	0	0	0	0
Total: Other LT Assets	226,978	14,658	14,658	14,658	14,658	14,658	14,658	14,658	14,658	0	0	0	0
Total Other Assets	459,530	247,211	247,211	247,211	247,211	247,211	350,311	350,311	372,437	357,779	408,506	364,518	260,600
Total Assets	154,410,830	150,077,607	151,774,276	148,342,113	147,366,680	151,783,782	159,846,681	168,119,922	162,953,602	161,463,967	159,907,534	157,513,889	166,576,910
Liabilities and Fund Balances													
Current Liabilities:													
Current maturities of long-term debt:													
6011-2014-20143 Current Portion Series 2005A	912,235	912,235	912,235	956,067	956,067	956,067	1,204,693	1,204,693	1,204,693	1,204,693	1,204,693	1,204,693	1,241,378
Total, Current maturities of long-term debt	912,235	912,235	912,235	956,067	956,067	956,067	1,204,693	1,204,693	1,204,693	1,204,693	1,204,693	1,204,693	1,241,378
Accounts Payable:													
6011-2021-20210 AP-Trade Payables (System)	4,793,412	4,935,568	6,562,710	5,313,529	5,644,749	4,377,413	4,480,896	7,170,774	5,839,508	3,355,104	3,135,039	4,568,938	3,420,814
6011-2021-20213 AMEX Trade Payables	0	0	0	0	0	0	0	0	0	0	(175)	(175)	(175)
6011-2021-20214 AP Cardinal Invoices	340,442	352,876	476,904	594,877	553,034	536,133	548,933	(333,134)	304,041	535,217	499,250	288,207	206,049
6011-2029-20290 Other Accounts Payable	1,931,832	1,377,387	1,840,844	1,948,135	1,759,901	1,892,548	1,815,688	2,076,134	1,604,138	1,744,244	2,218,133	2,024,893	1,929,942
6011-2029-20295 AP - ASAP Program	143,659	145,659	144,938	144,938	144,938	144,938	144,938	144,938	144,938	144,938	144,938	144,938	144,938
6011-2029-20296 AP- Unclaimed Checks	28,205	28,205	28,205	31,362	31,382	31,382	31,362	31,362	31,362	31,362	31,362	31,000	41,228
6011-2029-20299 Patient Credit Balances	1,661,667	1,650,128	1,449,768	1,419,243	1,736,020	1,528,806	1,789,182	1,838,900	2,339,392	2,353,343	3,204,778	2,287,148	2,961,012
Total Accounts Payable	8,901,317	8,499,802	10,503,067	9,152,082	10,866,103	8,506,288	8,808,995	11,028,972	10,253,374	8,164,205	9,233,323	9,348,948	8,703,606
Due to governmental agencies:													
6011-2061-20619 MCare - Withholding Clearing	0	0	0	0	0	0	0	0	0	0	0	0	10,784
6011-2061-22016 MCare Stlemt 2016	0	0	245,417	245,417	245,417	245,417	245,417	245,417	245,417	245,417	245,417	245,417	245,417
6011-2061-22017 MCare Stlemt 2017	253,617	253,617	563,212	563,212	563,212	0	0	0	0	0	0	0	0
6011-2061-22018 MCare Stlemt 2018	0	0	40,443	215,321	11,583	0	0	0	0	0	0	0	0
6011-2062-22015 MCal Stlemt 2015	0	23,496	0	0	0	0	0	0	0	0	0	0	0
Total Due to governmental agencies	253,617	277,113	849,072	1,043,950	840,212	245,417	245,417	245,417	245,417	245,417	245,417	245,417	256,201
Due to related entities:													
6011-2090-20906 I/C A/P - Verity Medical Foundatio	0	0	0	0	0	0	0	0	0	18,475	89,925	114,325	1,625
6011-2090-20908 I/C A/P - Verity Holding LLC 8 05	908,937	1,030,918	1,152,900	1,275,746	1,398,727	1,520,709	1,642,690	1,746,606	1,866,007	1,987,106	2,110,931	2,230,582	2,438,114
6011-2090-20932 I/C A/P - Verity Business Services	5,824,828	5,789,468	5,966,791	5,882,437	6,306,360	6,810,332	7,286,748	8,007,454	8,581,810	9,026,089	9,750,557	10,227,854	7,840,165
6011-2090-20960 I/C A/P - St. Vincent 8510	0	0	114,089	908,489	0	0	0	0	0	0	0	0	0
6011-2090-20967 I/C A/P - St. Francis 8511	31,164,899	30,584,996	30,584,996	30,639,824	30,439,824	37,939,824	37,939,824	37,939,824	37,939,824	37,939,824	37,939,824	37,939,824	37,939,824
6011-2090-20971 I/C A/P - Verity Health System 80	79,813,783	80,995,732	87,269,657	82,124,621	93,053,341	96,451,702	97,553,679	101,584,503	105,411,446	108,995,838	114,209,071	116,479,071	120,658,513
Total Due to related entities	116,532,243	118,200,112	126,188,432	130,812,317	131,198,252	142,722,567	144,432,938	149,258,386	153,798,887	157,877,329	164,100,308	166,991,756	166,778,231
Accrued Liabilities-													
Payroll													
11-2031-20310 Accrued Payroll	3,110,934	2,926,370	3,538,751	1,543,947	2,422,874	3,130,773	2,627,331	3,884,687	3,629,910	1,872,174	2,247,692	3,115,160	2,563,735
1-2035-20350 Federal Income Taxes Withheld	(83)	655,166	610,416	(242)	(242)	(434)	651,508	783,923	671,944	5,747	5,747	5,747	616,681
1-2036-20360 FICA Social Security Taxes Withh	254,236	611,922	611,276	117,261	160,192	189,158	849,690	807,791	741,515	181,838	198,518	266,858	639,390
1-2037-20370 State Income Taxes Withheld	0	229,400	212,355	(43)	(43)	(74)	229,923	288,129	233,627	1,563	1,548	1,548	247,482
11-2038-20380 Unemployment Taxes Payable	29,479	37,879	20,500	30,800	41,100	53,900	33,700	44,900	56,100	42,900	18,300	13,900	9,339
6011-2039-25000 Other P/R Ded - SDI Withheld	(2,329)	28,378	24,842	(2,364)	(2,364)	(2,405)	34,335	43,922	39,721	(2,137)	(2,123)	(2,123)	36,983
6011-2039-25010 Other P/R Ded - Union Dues	1,094	38,113	1,094	1,094	1,415	1,380	37,852	39,453	39,016	1,488	1,488	1,128	38,888
6011-2039-25020 Other P/R Ded - Flex Spending	38,015	42,014	43,882	44,963	43,313	47,037	54,008	62,865	49,159	54,188	59,743	66,426	75,476
6011-2039-25025 Other P/R Ded - VOLB	0	2,357	0	0	0	0	2,758	3,171	3,349	40	40	40	3,455
6011-2039-25030 Other P/R Ded - Long Term Care I	0	1,935	0	0	0	0	1,945	1,945	1,946	0	0	0	1,768
6011-2039-25031 Other P/R Ded-Short Term Care L	11,102	14,481	13,825	13,015	12,310	11,556	18,557	18,434	14,980	13,491	12,128	10,722	16,049
6011-2039-25070 Other P/R Ded - Defer Comp	47,768	411,413	31,816	396,082	40,165	122,113	445,628	383,338	400,101	394,448	(21,734)	(15,619)	383,546
6011-2039-25080 Other P/R Ded - Donations	195	205	400	810	1,015	740	850	815	965	1,140	1,065	1,305	1,025
6011-2039-25090 Other P/R Ded - Healthcare Reimt	62,885	72,756	77,425	78,343	68,169	91,809	104,683	107,579	84,555	76,174	71,481	76,758	83,540
6011-2039-25100 Other P/R Ded - Garnishments	17	10,688	2,700	2,188	17	17	7,361	7,478	8,049	1,475	103	805	6,510
Total, Payroll	3,543,314	5,092,813	5,188,773	2,326,804	2,805,910	3,647,567	4,898,208	6,426,429	5,882,935	2,824,323	2,699,997	3,540,380	4,805,885
Vacation & Other Compensated Absences:													
6011-2032-20320 Accrued Vacation Holiday & Sick I	7,982,300	7,785,757	7,782,388	7,877,848	7,720,804	8,011,907	7,882,276	8,445,317	8,584,882	8,788,033	8,639,817	8,795,071	8,388,938
Total Vacation & Other Compensated Absences	7,982,300	7,785,757	7,782,388	7,877,848	7,720,804	8,011,907	7,882,276	8,445,317	8,584,882	8,788,033	8,639,817	8,795,071	8,388,938
Other:													
6011-2043-20430 Property Taxes Payable	0	13,297	26,594	39,891	53,188	64,735	0	12,714	25,428	0	0	0	0
6011-2049-20455 RPHE Pension Funding	1,436,102	2,154,152	0	514,582	1,029,123	1,543,685	2,058,246	2,572,808	1,079,849	1,547,472	2,063,329	555,584	1,063,620
6011-2049-20466 DCHS Retirement Plan - 401 A	77,231	97,454	28,979	130,658	59,754	72,721	177,835	188,997	209,456	220,255	144,527	164,483	208,726
6011-2049-20490 Other Accrued Expenses Payable	25,625,143	25,222,052	28,972,068	28,525,382	4,963,552	4,782,028	5,217,656	4,946,485	4,392,550	5,038,955	3,606,332	4,116,253	5,734,249
6011-2049-20492 IBNR Accrued Liability - Medical	430,911	417,213	380,143	285,990	298,550	294,244	282,139	33,397	732,238	964,704	1,300,755	1,580,319	2,286,370
6011-2049-20493 Other Accrd Liab- Sales Tax	5,530	4,472	7,159	5,600	6,098	5,237	3,018	5,848	5,838	7,131	3,771	5,940	7,716
6011-2049-20494 IBNR Accrued Liability - Dental	0	0	0	141,216	155,029	168,842	171,307	178,036	169,468	143,850	44,634	144,842	229,974
6011-2049-20495 IBNR Accrued Liability - Vision	0	0	0	0	0	0	0	0	0	0	0	0	5,630
6011-2049-20496 Unearned Rent Credit	1,913	128,281	144,254	160,248	176,229	270,563	281,768	292,526	303,293	314,040	324,396	334,751	345,107
6011-2049-20674 Other Accd Exp Pay Prov Fee FFI	12,542,351	12,526,638	12,508,179	12,495,577	12,460,165	12,439,473	21,275,821	21,525,929	22,511,100	21,758,509	20,948,800	19,832,932	19,524,284
6011-2049-20676 Other Accd Exp Pay Prov Fee MG	0	0	0	0	3,656,418	3,656,418	3,656,418	3,656,418	1,770,538	1,770,538	0	1,609,084	1,855,514
6011-2049-20677 Other Accd Exp Pay Prov Fee CH	657,547	657,547	657,547	657,547	1,311,203	1,404,361	1,375,743	1,400,229	1,432,401	1,483,355	1,494,180	1,706,161	1,754,309
Total: Other	41,276,727	41,421,307	39,924,931	40,136,869	24,169,310	24,699,095	34,499,751	34,811,396	32,632,147	33,226,838	29,923,082	30,052,449	33,071,300
Total Current Liabilities	179,401,753	182,176,939	190,336,897	192,304,705	176,556,657	186,790,917	201,772,279	211,520,611	212,612,335	211,910,839	216,940,638	220,176,711	225,225,417
Other Liabilities:													
Pension Plan LT:													
6011-2272-22705 Pension Plan Matching Liability LT	(288,000)	(288,833)	(291,667)	(293,500)	(677,274)	(679,107)	(891,440)	(887,156)	(891,882)	(893,823)	(895,757)	(899,009)	(904,000)
6011-2272-22715 Post Retirement. Bene - SEIU Lo	315,000	279,917	319,000	321,000	323,000	325,000	327,000	329,000	331,000	333,000	335,000	337,000	292,000
Total Pension Plan LT	27,000	(8,917)	27,333	27,500	(554,274)	(554,107)	(564,440)	(558,156)	(560,882)	(560,823)	(560,757)	(562,009)	(612,000)
Other Liabilities LT:													
6011-2279-21391 Long Term Rent Deposit	110,355	0	0	0	0	0	0	0	0	0	0	0	0
6011-2279-22797 Other Liab-Asset Retirement Oblig	1,130,781	1,130,781	1,130,781	1,130,781	1,130,781	1,130,781	1,130,781	1,130,781	1,130,781	1,130,781	1,130,781	1,130,781	1,206,307
6011-2279-22800 Option Liability long Term	1,691,224	1,691,224	1,691,224	1,691,224	1,691,224	1,691,224	1,691,224	1,691,224	1,691,224	1,691,224	1,691,224	1,691,224	1,899,928
Total Other Liabilities LT	2,932,361	2,821,975	2,821,975	2,821,975	2,821,975	2,821,975	2,821,975	2,821,975	2,821,975	2,821,975	2,821,975	2,821,975	3,106,235
Total Other Liabilities	2,959,361	2,812,059	2,849,309	2,849,475	2,267,702	2,267,868	2,257,535	2,263,820	2,261,313	2,261,052	2,261,219	2,259,966	2,494,235
Long-Term Debt													
Bonds Payable:													
6011-2250-22507 LTD-CSCDA Series 2005A	59,335,639	59,259,619	59,183,600	59,107,580	59,031,561	58,955,541	58,878,521	58,803,502	58,727,482	58,651,463	58,576,443	58,499,423	58,398,719
6011-2250-22513 LTD-CSCDC-PACE Series 1	20,000,000	20,000,000	20,000,000	19,910,928	19,910,928	19,910,928	19,910,928	19,910,928	19,910,928	19,910,928	19,910,928	19,910,928	19,910,928
6011-2250-22514 LTD-CSCDC-PACE Series 2	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	19,751,373	19,751,373	19,751,373	19,751,373	19,751,373	19,751,373	19,751,373
6011-2250-22517 Debt Issuance - Pace Series 1	(649,818)	(648,013)	(646,208)	(596,162)	(597,357)	(595,552)	(593,747)	(591,942)	(590,137)	(588,332)	(586,527)	(584,722)	(606,100)
6011-2250-22518 Debt Issuance - Pace Series 2	(683,573)	(681,974)	(679,775)	(677,676)	(675,577)	(674,076)	(672,160)	(670,281)	(668,382)	(666,483)	(664,585)	(662,688)	(637,804)
Total Bonds Payable	98,002,248	97,928,632	97,857,617	97,741,470	97,669,154	97,596,838	97,275,896	97,203,580	97,131,264	97,056,948	96,986,633	96,914,317	96,805,316
Total Long-Term Debt	98,002,248	97,928,632	97,857,617	97,741,470	97,669,154	97,596,838	97,275,896	97,203,580	97,131,264	97,056,948	96,986,633	96,914,317	96,805,316
ASSETS:													
tricted:													
11-2310-33100 URF-Unrestricted Net Assets	(112,539,178)	(141,179,175)	(141,179,175)	(141,179,175)	(141,179,175)	(141,179,175)	(141,179,175)	(141,179,175)	(141,179,175)	(141,179,175)	(141,179,175)	(141,179,175)	(141,188,018)
6011-2310-33132 URF-DCHS Pension	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	122,000
6011-2331-33310 Donated Property Plant & Equipm	15,116,643	15,116,643	15,116,643	15,116,643	15,116,643	15,116,643	15,116,643	15,116,643	15,116,643	15,116,643	15,116,643	15,116,643	15,116,643

Verity Health System
Seton Medical Center
Balance Sheet
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Total- Unrestricted	(97,308,535)	(125,952,532)	(125,952,532)	(125,952,532)	(125,952,532)	(125,952,532)	(125,952,532)	(125,952,532)	(125,952,532)	(125,952,532)	(125,952,532)	(125,952,532)	(125,949,375)
Total Net Assets	(125,952,532)	(132,943,423)	(139,301,548)	(143,553,537)	(131,126,832)	(138,671,842)	(141,456,828)	(144,888,088)	(149,051,311)	(148,776,872)	(155,280,955)	(151,736,105)	(157,948,059)
TOTAL LIABILITIES AND FUND BALANCE	154,410,830	160,077,507	161,774,276	149,342,113	147,366,580	161,793,782	159,848,881	166,119,922	162,953,602	161,453,987	159,907,534	167,613,889	168,576,910

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Verity Healt Systems
Seton Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
REVENUE													
I/P Acute Self Pay	$1,994,570	$713,715	$412,671	$1,609,976	$983,575	$1,053,897	$1,314,762	$569,135	$892,709	$222,809	$1 171,993	$778,234	$902,211
I/P Acute Comm Ins	(537,859)	207,305	0	0	0	70,293	238,800	0	291,309	113,734	319,791	717,407	729,353
I/P Acute-Comm MgdCare	16,348,185	10,783,771	18,576,630	15,760,849	17,020,323	19,628,345	20,800,301	24,330,987	18,723,082	19,374,569	15,721,763	18,643,781	14,080,838
WIC Comp	2,364,554	3,204,297	4,013,101	3,149,704	3,837,505	3,091,353	572,350	4,639,949	2,481,264	2,311,565	4,334,025	1,697,281	2,577,792
Medicare	24,982,592	22,232,579	25,306,854	22,726,341	26,691,000	22,256,195	27,634,079	31,059,950	27,257,153	32,347,606	23,825,484	23,373,149	19,726,721
Medicare MgdCare	6,377,272	6,733,192	6,469,861	6,072,808	7,052,952	9,057,650	8,570,200	14,356,437	7,470,688	8,242,525	6,359,912	6,107,521	5,749,890
Medi-Cal	2,427,030	1,010,815	1,355,059	1,514,708	3,157,371	3,248,940	3,606,852	2,572,415	2,120,286	1,472,874	1 874,105	1,397 135	1,662,412
Medi-Cal MgdCare	7 053,147	6,084,310	5,878,105	6,639 807	6,791,459	5,390,717	5,473,699	9,191,641	5,788,557	7,720,866	5,837,321	7,818,336	4,842,520
Other Indigent	0	0	0	0	0	0	0	0	222	0	0	0	0
Other	498,606	1,177,260	(606,539)	1,626,196	483,357	(19,613)	1,566,852	60 121	545,600	1 133,126	1,578,016	(214,471)	707,260
Total Acute	**62,282,999**	**57,127,337**	**59,800,214**	**58,921,891**	**64,837,735**	**69,788,357**	**71,712,148**	**87,479,254**	**63,581,060**	**72,940,124**	**62,726,311**	**62,788,353**	**51,978,936**
SNF:													
Comm MgdCare	329,764	377 059	432,334	410,842	433,520	611,362	227,943	265,093	137 488	44,540	457,554	740,078	927,531
WIC Comp	0	0	0	0	0	0	0	0	0	0	0	0	11,296
Medicare	3,418,377	3,852,481	3,780,981	3,767,531	4,194,240	4,126,411	5 179 827	4,597 110	3,241,757	3,410,304	3,409,532	3,167,501	3,490,933
Medicare MgdCare	303,374	318,571	302,644	280,340	228,442	0	0	0	0	0	0	0	32,257
Medi-Cal	5,082,177	5,177 469	5,018,984	4,228,883	4,483,576	4,328 524	4,845,316	5,596,933	5,014,454	5,113,140	5,054,362	5,051,932	6,185,075
Medi-Cal MgdCare	3,491 112	3,592,882	3,578,948	3,226,769	3,352,679	3,276,323	3,765,573	3,706,365	4,031,336	4,233,108	3,998,537	4,265,935	3,314,034
Total SNF	**12,621,705**	**13,116,543**	**13,111,791**	**11,951,026**	**12,723,158**	**12,348,919**	**13,821,483**	**14,265,093**	**12,925,063**	**13,801,411**	**13,920,186**	**14,226,854**	**13,931,566**
Total Gross Inpatient Revenue	**74,904,704**	**70,243,880**	**72,612,005**	**70,872,916**	**77,560,893**	**72,011,276**	**85,533,599**	**101,738,347**	**76,479,123**	**86,741,535**	**76,646,497**	**77,014,207**	**65,909,501**
Gross Outpatient Revenue:													
Outpatient:													
Default O/P Acct	0	2,536	1,728	0	0	0	0	0	0	2,691	0	0	0
Self Pay	696,310	709,387	891,897	908,191	1,238,466	1,133,554	946,815	1,382,355	788,257	1,132,972	789 431	1,253,006	1,271,955
Comm Ins	103,532	153,894	221 439	129,303	73,155	324,067	218,668	215,307	378,140	695,456	141,972	251 060	221,708
Comm MgdCare	15,081,276	12,534,453	13,007,217	13,915,530	14,324,021	14,882,031	13 118,218	14,762,774	10,960,201	16,570,589	14,255,054	13,283,333	13,152,010
WIC Comp	765,276	339 410	651 172	656,363	253,497	559 095	438,172	701,033	717,549	733,083	392,973	544,223	742 166
Medicare	11,323,133	10,794,835	13,447,564	12,910,040	14 447,904	11,398,458	12,918,720	13,344,544	11,776,578	12,002,521	10,706,942	13,643,703	12,743,295
Medicare MgdCare	4,086,543	3,145,682	3,953,884	3,803,917	4,234,480	3,481,829	3,918,981	4,349 113	3,851,353	3,81 1,076	4,432,024	5,053,441	4,696,881
Medi-Cal	798,409	815,439	892,471	802,427	857 709	850,835	928,801	865,408	849,177	1,039,191	915,989	904,100	1,102,859
Medi-Cal MgdCare	6,722,053	7 452,918	7 439,671	7,408,855	6,868,498	6,800,093	7,237 191	8,572,002	6,341,037	7,692,304	7 920,037	7,360,439	7 691,953
Other Indigent	7 058	0	0	226	0	0	0	0	(3,804)	0	(5,776)	0	0
Other	(550,252)	1,013,400	70,889	(221,747)	532,311	365,172	288,797	(295,581)	479,538	(607,761)	337,915	133,148	(306,602)
Total O/P	**38,902,543**	**36,865,192**	**42,537,800**	**39,013,037**	**42,563,047**	**39,594,257**	**41,415,293**	**43,928,575**	**35,821,817**	**43,072,352**	**39,938,478**	**44,411,443**	**43,322,092**
Total Gross Outpatient Revenue	**38,902,543**	**36,865,192**	**42,537,800**	**39,013,037**	**42,563,047**	**39,594,257**	**41,415,293**	**43,928,575**	**35,821,817**	**43,072,352**	**39,938,478**	**44,411,443**	**43,322,092**
Total Gross Revenue	**113,807,247**	**107,109,073**	**115,149,805**	**109,885,953**	**119,823,940**	**111,605,533**	**126,948,892**	**145,663,923**	**112,298,941**	**129,813,887**	**116,582,975**	**121,426,650**	**109,831,593**
Deductions from Revenue													
Inpatient Contractual Allowances:													
Medicare Traditional	20,032,459	22,538,030	32,209,993	22,778,100	29,624,891	24,631,505	24 108,718	33,216,031	17 155,377	33,612,628	26,552 148	20,998,459	21,352,783
Medical Traditional	16,595,201	15,009,274	9,045,136	16,878,291	15,535,442	13,665,599	22,453,985	29,883,578	18,552,935	18,570,669	12,574,915	16,907,857	12,251,826
HMO	28,726,261	23,850,976	23,620,556	22,617,582	24 431,032	26,300,940	29,259,291	21 481,266	30,028,846	29,881 007	27,592,655	30,258,918	21,020,528
Total - Inpatient Contractual Allowances	**65,653,921**	**61,433,139**	**65,245,685**	**61,572,973**	**69,911,274**	**64,497,833**	**75,911,994**	**89,420,174**	**65,748,161**	**77,064,794**	**66,719,716**	**68,173,104**	**55,237,246**
Outpatient Contractual Allowances:													
Medicare Traditional	10 417,450	10,451,342	10,886,857	10,744,314	14,577 745	10,818,341	10,870,804	14 101,713	11,382,454	12,220,574	11,794 642	13,013,439	10,576,666
Traditional	7,694,813	7,706,488	7,482,168	7,851,215	7,302,980	7,313,200	8,628,841	8,644 409	8,767,828	8,221,826	8,154,577	7,523,201	8,731 762
	12,485,641	11 107,956	15 640,777	12,924 608	12,259,331	13,299,424	16 147,973	12,631,009	10,948,307	14,596,325	13,059,733	14,778,009	17,293,819
I - Outpatient Contractual Allowances	**30,597,904**	**29,265,786**	**33,809,802**	**31,520,136**	**34,149,057**	**31,129,966**	**33,645,618**	**35,376,131**	**29,096,588**	**35,038,725**	**33,007,952**	**35,312,679**	**36,602,097**
ER Contractual Allowances:													
Medicare Traditional	0	(37,130)	626,048	0	0	(448,314)	0	0	188,379	(100,538)	0	0	(350,061)
Medical Traditional	0	23 498	0	0	0	0	0	0	0	0	0	0	0
Total - ER Contractual Allowances	**0**	**(13,610)**	**638,048**	**0**	**0**	**(448,314)**	**0**	**0**	**188,379**	**(100,538)**	**0**	**0**	**(350,061)**
Provider Fees:													
Provider Fee - Medical	0	0	0	0	0	0	(7 707,057)	(1 114 167)	(708,532)	(708,532)	(708,532)	(708,532)	(708,532)
Provider Fee - Medical Managed Care	0	0	0	0	(22,373,671)	0	0	0	0	0	0	(8,736,235)	(1,337,946)
Total Provider Fees:	**0**	**0**	**0**	**0**	**(22,373,671)**	**0**	**(7,707,057)**	**(1,114,167)**	**(708,532)**	**(708,532)**	**(708,532)**	**(9,444,767)**	**(2,046,478)**
DispShare Pymt													
Total - Contractual Allowances	**96,491,829**	**90,685,315**	**99,691,543**	**93,193,110**	**81,788,660**	**95,179,614**	**101,850,454**	**123,682,139**	**94,322,698**	**111,294,349**	**99,019,136**	**93,041,016**	**89,442,808**
Charity:													
Charity	354,055	996,578	89 125	563,056	381,070	532,238	645,564	373,302	250,216	(40,307)	(22,768)	602,575	492,506
Total - Charity Allowances	**354,055**	**996,578**	**89,125**	**563,056**	**381,070**	**532,238**	**645,564**	**373,302**	**250,216**	**(40,307)**	**(22,768)**	**602,575**	**492,506**
Other:													
Other	1 182,141	426,940	642,805	629,476	505,654	791,700	829,690	1,042,450	539 477	504,225	638,051	1,254,592	1 043,691
Total - Other Allowances	**1,182,141**	**426,940**	**642,805**	**629,476**	**505,654**	**791,700**	**829,690**	**1,042,450**	**539,477**	**504,225**	**638,051**	**1,254,592**	**1,043,691**
DSH:													
Total - Deductions From Revenue	**98,028,022**	**92,107,832**	**100,423,475**	**94,384,642**	**82,643,034**	**96,503,649**	**103,325,708**	**125,097,891**	**95,162,391**	**111,758,267**	**99,634,421**	**94,798,181**	**90,979,002**
Pat. Rev. Net of Contractuals & Other Deductions	**15,779,225**	**15,001,241**	**14,726,331**	**15,501,311**	**37,180,846**	**15,101,884**	**23,623,183**	**20,566,032**	**17,136,550**	**19,055,620**	**16,948,554**	**26,627,469**	**17,852,591**
Provision for Doubtful Accounts	**329,951**	**616,529**	**768,995**	**731,033**	**(430,421)**	**167,408**	**667,621**	**382,537**	**1,582,863**	**464,234**	**632,848**	**361,391**	**594,047**
Net Patient Revenue	**15,450,274**	**14,381,712**	**13,957,336**	**14,770,278**	**37,611,267**	**14,934,576**	**23,255,562**	**20,183,445**	**15,553,787**	**17,591,386**	**16,315,706**	**26,266,078**	**17,258,634**
Other Revenue:													
Other Revenue	70,535	45,345	108,592	874,526	70 148	96,163	1 130,328	100 772	62,121	3,464,858	53,910	1 601,218	61,310
Rental Revenue	4,300	4,300	4,452	4,452	4,452	4,452	4,452	4 452	4 452	4,452	4 452	4,452	4,452
Total Other Revenue	**74,835**	**49,645**	**113,044**	**879,078**	**74,599**	**100,615**	**1,134,780**	**105,224**	**66,573**	**3,469,310**	**58,362**	**1,605,670**	**65,762**
Unrestricted Contributions:													
Unrestricted Contributions	30,838	4,160	0	413	1,880	0	0	327,476	0	0	0	0	17,028
Total Unrestricted Contribution	**30,838**	**4,160**	**0**	**413**	**1,880**	**0**	**0**	**327,475**	**0**	**0**	**0**	**0**	**17,028**
Total Revenues	**15,555,947**	**14,435,517**	**14,070,379**	**15,649,793**	**37,687,745**	**15,035,190**	**24,390,343**	**20,616,145**	**15,669,340**	**21,060,696**	**16,374,068**	**27,871,747**	**17,341,424**
EXPENSES:													
Productive Salaries:													
70000 Mgmt & Supervision	472,085	536,243	552,405	491,301	538,310	572,412	495,124	596,134	542,364	619,510	547 682	518,669	(214,801)
70010 Mgmt & Supervision Premium	1,008	(599)	0	150	121	5,315	4,249	0	129	1,348	(459)	0	813
70100 Technicians & Specialist	1,571 434	1 740,609	1 769 000	1 653,197	1,752,459	1,799,974	1,630,959	1,859,649	1,691,105	1,931,178	1,866,977	1,850,396	1,994 065
70110 Tech & Spec Prem Pay	169,971	176,501	178,159	169 418	196,697	124,253	194,763	252,068	159,723	90,252	197,252	125,800	148,208
70200 Registered Nurses	2,414,782	2,488,579	2,758,911	2,647,119	2,798,140	2,883,778	2,491 494	2,897 184	2,651,885	3,122,612	2,733,883	2,875,881	2,569,571
0 Registered Nurses Premium	538,155	566,225	527,554	432,891	387,897	420,226	501,579	1,388,418	441,532	382,172	253,003	337,976	353,192
Licensed Vocational Nurses	137 574	148,321	144,318	140 033	143,114	151,736	130,604	138,599	119,099	130,396	142,992	154,697	147,283
corred Vocational Nurses Premium	57 423	63,975	42,920	20,331	29,731	1,172	61,535	66,210	61,073	46,779	34,008	19,258	60,076
Aides & Orderlies	292,437	292,282	303,257	296,329	324,740	339,438	293,205	343,134	312,990	378,977	358,271	357,815	355,163
0 Aides & Orderlies Premium	88,389	77,528	80,913	76,460	87,033	89 103	116,928	122,198	109,791	84,890	41,628	61,375	33,831
70500 Clerical & Other Admin	439,560	432,592	470,702	444,328	482,309	475,994	417,239	464,112	458,040	520,193	505,480	515,943	468,704
70510 Clerical & Other Admin Premium	38,755	36,453	32,286	36,962	18,291	32,149	49,622	55,824	33,113	25,627	18,251	17,236	26 139
70600 Environmental & Food Services	439,349	396,394	459,491	431,295	461 769	432,535	434,668	468,700	420,263	508,833	471 420	462,165	433,000

Verity Healt Systems
Seton Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
70610 Environmental & Food Services Premium	44,056	57,178	39,452	38,645	20,896	45,638	55,015	64,194	37,276	22,304	21,465	25,375	51,224
70620 Other Salaries & Wages	7,954	6,922	8,648	9,953	11,196	8,321	5,686	7,000	7,944	8,942	8,048	10,145	7,757
70630 Other Salaries & Wages Premium	269	1,501	76	1,859	2,021	369	157	455	(9)	130	46	30	20
Total Productive Salaries	**6,213,003**	**6,997,400**	**7,107,413**	**6,802,131**	**7,156,822**	**7,372,690**	**7,041,812**	**6,801,878**	**7,012,090**	**7,846,097**	**7,102,784**	**7,513,062**	**6,416,207**
Non-Productive Salaries:													
71200 Vacation Holiday & Sick Leav	1 033,364	1,340,062	876,694	854,300	972,044	1,031,109	1,291 771	1 732,349	1,041,412	975,093	921,026	1 131,230	1 459 483
71201 Ed Leave	56,226	34,100	49,510	39,312	99,311	107,893	152,894	60,810	68,126	63,668	54,821	70,313	88,576
71202 Orientation	141,709	270,582	198,703	127,571	120,025	210,376	241,390	140 604	198,912	311,576	159,917	232,762	199,172
71210 Other Non Productive	51,854	49 183	43,710	77,578	92,807	62,709	61,023	49,066	66,333	60,234	77,709	70,201	83 418
71220 Retroact Bonus	0	0	0	0	0	0	1,500	0	0	5,457	3,333	0	47,500
71275 BONUS	13,542	28,202	10,008	13,218	18,483	8,691	10,578	71 104	8,422	16 443	(1,497)	7,868	11,854
71277 IT Application Training	302	0	0	0	8,211	(921)	0	0	0	0	0	0	0
71900 Severance Pay	19,813	39,231	29,154	33,409	66 413	0	1,664	4,372	8,744	8,764	37 466	82,829	229,218
Total Non- Productive Salaries	**1,316,812**	**1,767,468**	**1,209,979**	**1,250,692**	**1,381,300**	**1,446,856**	**1,768,311**	**2,058,325**	**1,390,949**	**1,440,312**	**1,253,858**	**1,595,001**	**2,139,388**
Total - Salaries & Wages	**8,131,815**	**8,764,867**	**8,317,392**	**8,052,823**	**8,537,821**	**8,819,446**	**8,809,922**	**10,660,199**	**8,403,038**	**9,286,409**	**8,356,369**	**9,108,063**	**8,646,606**
Registry:													
72500 Registry Nursing Personnel	233,030	77,690	87,763	93,161	138,177	116,228	261,000	261,537	434,498	359,795	188,359	162,406	168,425
Total Registry Labor	**233,030**	**77,690**	**87,763**	**93,161**	**138,177**	**116,228**	**261,000**	**261,537**	**434,498**	**359,795**	**188,359**	**162,406**	**168,425**
Contract Labor													
72521 Othr Contct Serv Long Term	7,000	0	0	0	13,809	20,735	(15,350)	0	0	0	0	8,000	(8,000)
72523 Othr Cntct Serv-Temp ShtTrm	256,206	249,690	162,888	144,459	179,342	172,435	(119,214)	140,685	142,092	7,955	20,616	48 457	172,796
Total - Contract Labor	**263,206**	**249,690**	**162,888**	**144,459**	**193,151**	**193,171**	**(134,574)**	**140,685**	**142,092**	**7,955**	**20,616**	**48,457**	**164,796**
Benefits & Taxes:													
71000 FICA	604,600	623,553	573,502	524,519	528,088	678,781	664,634	757,213	643,281	709,057	654,336	683,784	681,218
71100 SUI FUI	17 181	8,200	20,058	10,300	10,300	14,800	11,270	11,200	11,200	(13,300)	2,975	(4,600)	(4,181)
71101 SUI - RP	(5,200)	0	(4,978)	0	0	0	0	0	0	0	0	0	0
71200 Group Health Insurance	1,063,455	1 170,245	1,133,650	1,261,355	1 150,494	933,575	1 105,817	973,627	(334,400)	17,253	27,268	23,744	3,897
71201 EMP Medical Cost - Credit	0	0	0	0	0	0	0	17,363,840	0	0	0	0	0
71203 EMP Medical Cost Credit	0	0	0	0	0	0	0	(17,363,840)	0	0	0	0	0
71205 Group Health Self Insured	152,369	112,200	94,745	128,422	118,044	115,288	87,328	128,131	1,300,000	833,173	1,376,687	1,458,023	2,122,433
71210 Group Health Insurd	28,048	11 483	3,572	(72,659)	(9,762)	(14,028)	(1,220)	66,676	80,913	92,267	89 421	38,402	93,730
71220 Group Health Vision	(3,440)	10,292	8,902	9,343	1,349	7 687	8,017	2,475	24,542	3,039	19,353	9 413	(3,934)
71230 Dental Insured	78,849	49,830	72,406	(7,795)	(7 743)	(7,851)	(12,536)	(9,880)	(8,719)	(9,648)	(7,663)	(9,196)	(13,884)
71231 Dental Insured DMHT	(27,290)	(40,452)	(667)	73,661	71,169	72,697	72,804	73,640	72,132	60,726	77,994	57,387	81,232
71302 Medical Ext-Contract	(3,878)	(5,813)	(3,878)	(3,268)	(3,353)	(3,837)	(9,131)	(8,955)	(9,055)	(9,371)	(6,322)	(10,534)	(16,971)
71303 Dental Ext-Contract	(4,453)	0	0	0	0	0	0	0	0	0	0	0	0
71375 Life AD&D Ext-Contract	0	3,813	970	930	979	952	975	985	997	1,011	1,005	1,014	1,000
71400 Group Life Insurance	42,791	(61,067)	13,799	14,265	14,605	14 118	(19,579)	19,717	15,348	15,303	15,200	38,659	3,609
71500 Pension	717,051	718,051	718,051	514,552	514,552	514,552	514,552	514,552	514,552	514,552	657,523	507,856	507,856
71505 Retirement	(1,657)	(1,833)	(1 833)	(1 833)	(1,833)	(1,833)	(1,833)	(1,833)	(1,833)	(1,833)	(1 833)	(1,833)	(1,833)
71510 Retiree Health	(4,833,415)	(35,083)	33,083	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	(28,000)
71515 403B Employer Match	60,643	81,305	60,852	57,762	59,457	120,210	57,385	64,867	58,927	62,539	60,835	62,418	108,210
71516 Retirement Plan 401 A	125,100	191,519	153,150	157,440	208,593	154,011	222,336	230 575	208,132	218,147	125,609	200,502	211 685
71720 Fringe Benefits	0	0	0	0	0	0	0	0	0	0	0	0	2,898
71800 Workers Compensation Insurance	66,640	66,799	66,982	66,982	66,432	66,982	66,982	66 432	66,982	66,982	66,249	66,709	66,799
71801 WC TPA & Other	0	29,006	29,059	29,059	29,845	29,059	29,059	30,088	20 441	44,857	23,913	39,840	34,840
71812 LTD	1,857	13,193	14 415	14,652	15,076	17,320	14,851	14,020	18,519	13,710	12,853	15,143	14,412
71820 Abb Eng Benefits	79,648	76,945	79,755	78,753	105,093	77,509	80,970	79,031	66,915	85,800	107,686	122,314	106,920
71900 Other Employee Benefits (Non-Payroll)	7,205	6,721	7,177	7,292	7,959	8,053	8,145	18,648	9,410	8,230	20,852	7,714	(231,717)
71910 EAP	63	3,950	(13)	1,018	256	1,600	1,838	1,900	2,105	2,023	2,054	2,045	2,018
71930 Ed & Reimbursmt	(57,712)	8,900	0	2,191	0	0	0	1,240	0	6,196	0	3,094	8,957
Total - Taxes & Benefits	**(1,672,374)**	**2,994,582**	**3,104,703**	**2,996,977**	**2,880,178**	**2,394,168**	**2,806,461**	**9,052,888**	**2,189,895**	**2,674,092**	**3,259,996**	**3,374,633**	**3,749,214**
otal - Labor Costs	**6,767,477**	**12,086,829**	**11,672,716**	**11,287,130**	**11,743,723**	**11,523,013**	**11,732,889**	**14,115,309**	**11,169,692**	**12,328,181**	**11,782,340**	**12,681,479**	**12,619,040**
ical Fees:													
1 Medical Physicians Administrat	52,330	85,136	82,219	81,892	86,970	108,320	150,684	97,816	107,966	106,600	97,986	43,812	47,256
Medical-Phys Clinical Fees	328,605	340,670	333,157	314,316	318,517	257,237	290,265	304,152	362,525	406,288	301,948	619 407	1 143,176
72031 Medical-Phys Cnt Pat Cov	339,991	331 127	338,123	356,786	294,305	252,024	199,733	297,971	300,933	147,416	256,824	253,848	275,351
Total - Medical Fees	**717,726**	**757,133**	**753,499**	**752,997**	**700,791**	**677,582**	**640,682**	**699,749**	**771,544**	**660,304**	**826,758**	**817,068**	**1,465,783**
Supplies:													
73102 Prosthesis	108,243	147,911	138,357	186,634	101,032	140,784	207,888	207,888	88,970	115,538	126,160	84,044	81,357
73104 Pacemakers	61,252	66,869	47,599	17,971	62,196	66,760	60,807	60,828	66,634	10,251	24,958	27 125	30,340
73122 IOL (Lens)	31,212	17,886	18,398	23,132	72,445	57,978	41,255	49,384	1,321	(69,134)	31,523	22,328	36,007
73123 Sphincter Hardzinc	183,602	133,365	314,606	161,091	273,659	176,792	200,335	195,384	107,900	243,077	233,634	123,266	143,572
73124 Knees Total	125,631	63,163	87 443	63,663	39,935	69,888	80,136	79,319	81,865	65,511	41,852	103,391	76,669
73125 Hips-Total	2,718	44,981	29 471	36,841	42,743	49,845	43,876	55,303	16,815	12,711	9,377	34,013	41,780
73126 Hips-Partial	14,398	512	3,255	628	0	7,861	1,944	628	6,058	3,009	5,300	7,500	100
73127 Hips-Compression	5,262	0	0	4,669	0	0	0	0	0	0	0	0	0
73128 Valves -Heart	5,901	17,200	(205)	0	5,900	0	0	0	5,995	5,100	0	5,900	0
73129 Bone	39 443	45,381	14,324	39,274	40,690	30,908	53,113	48,800	19,350	28,956	72,894	12,652	53,170
73130 AICD & Leads	101,699	83,015	45,206	37,491	33,105	27,889	30,636	34,219	0	42,471	59,938	152,130	68,477
73131 Tissue	21,153	12,033	12,155	17,529	31,073	19,747	8,021	20,913	9 403	23,065	4,100	9,949	20,737
73132 Rings-Angioplasty	79	3,100	6,100	15	3,739	3,950	(775)	585	0	750	324	3,100	398
73133 Pumps-Implantable	12,105	5,418	10,688	(575)	0	5,135	7 807	3,222	7,765	5,138	5,135	8,263	5,455
73134 Neuro Stimulators/ Leads	24,500	19,050	41,650	103,948	26,093	24,858	27,763	47,522	(20,752)	185	57,010	11,904	57,569
73135 Vascular Grafts	2,805	50,982	4,300	3,804	12,612	51,328	1 469	4,537	1,276	3,058	24,592	3,073	7,853
73136 Stents	(8,219)	17,812	33,681	25,677	23,233	34,915	9,420	21 482	5,539	1 111	8,277	8,729	8,807
73137 Steel Balls	84,000	60,005	51,600	109,200	81,600	121,200	142,576	103,050	43,603	73,650	80 176	18,600	106,950
73202 Sutures & Surgical Needles	8,714	7,120	8,855	4,651	9,049	10,298	12,205	8,880	8,002	6,383	12,035	14,918	8,958
73211 Endomechanicals	42,544	45 135	29,509	33,681	23,952	24,355	13,403	35,563	9,016	38,199	15 102	15,338	29,919
73300 Surgical Packs & Sets	29,817	24,560	17,765	29,883	25,633	28,804	25 401	34,652	8,943	27,786	24 124	25,522	23 450
73301 PROS	18,253	12,041	15,370	14,303	12,957	14,257	13,715	13,089	13,228	15,837	12,391	17,483	12,836
73400 Surgical Supplies-General	123,077	87 118	144,781	102,389	131,037	99,220	101,554	114,233	88,433	119,579	117,359	103,129	126,762
73401 SURGICAL SUPPLIES CV	33,761	10,860	21,868	20,760	13,814	13,017	18,612	33,591	19 437	19,882	99,817	24,424	(2,174)
73402 Pacemaker/Cath Saver	11,757	10,581	7,255	14 457	8,255	2,579	10,185	8,768	2,174	2,811	7,656	12,913	2,033
73403 Ortho Supplies	34,253	21,260	31,498	15,875	32,232	19,737	30,843	31,911	15,944	9,883	20 473	20,917	25 137
73500 Anesthetic Materials	7,057	5,239	8,674	4,890	6,790	8,943	8,707	8,379	4,360	7 457	8,708	8,146	4,621
73600 Oxygen & Other Medical Gases	22,704	24,379	35,844	19,057	25,191	20,852	25,095	38,535	(1,509)	38,616	4,345	6,240	39,216
73700 IV Solutions	47,359	39,393	43,028	43,438	52,942	41,178	49,569	52,957	47,057	49,259	49,237	40 447	41,955
73800 Pharmaceuticals	657,250	695,041	657,800	773,881	692,669	652,425	647,240	955,375	467,342	668,231	628,910	675,218	720,402
73802 Contrast Media Non-Ionic	40,288	13,584	35,479	15,971	12,488	16,763	13,253	59 815	(30,549)	14 438	40,843	17,259	(5,458)
73900 Radioactive Materials	40 429	46 427	36,585	36 784	38,319	30,635	(7,368)	57,454	53,121	(29,758)	22,126	33 443	50,579
74000 Radiology Films	201	0	495	251	0	322	495	167	0	0	1,239	0	837
74100 Other Medical Care Materials & Supplies	323,305	284,986	308,727	291,132	302,875	272,722	265,360	337,864	271,470	284,509	300,548	282,092	292,845
74101 Syringes	12,474	8,927	11,500	9,370	13,008	10,822	10,621	13,877	8,766	12,513	10,805	11,804	11,227
74102 Gloves	24,028	20,256	22,300	26,240	21,027	20,259	19,955	24 440	15,300	20 481	19,974	21,043	19,517
74103 Angio/Diagnostic Caths	22,929	16,752	25,165	23,241	16,401	18,126	23,035	27,452	13,401	11,274	24,850	17,952	17 100
74104 Guidewires	39 432	53,130	23,113	47,228	29,083	60,225	62,760	53,201	15,552	36,299	53 176	59,276	35,205
74105 Sheath Sets/Dilators	13,539	14,801	7,713	9,772	13,842	8,515	4 471	10 186	1 755	3,059	5,834	4,503	14,757
74106 LV Pressure Monitoring Supplies	639	0	661	77	0	319	0	0	0	0	0	0	2,938
74107 Balloon Cor. Dilation	30 401	19,622	30,777	60,839	58,840	42,674	45,801	30 131	13 480	41,218	56 454	22,303	29,775
74108 Inflation Devices	9,401	8,482	8,064	6,412	4,544	3,676	14,053	1 977	3,148	5,480	4,840	2,437	3,719
74109 Atherectomy Devices	0	0	0	2,356	1,131	0	749	0	0	0	0	0	0
74110 Vascular Interventions	339	3,933	14,209	12 103	3,762	3,155	11,995	2,359	1,858	3,812	4,812	4,145	2,192
74111 Flow Directed Catheters	790	110	1,280	1,454	3,017	1,193	186	2,144	2,359	1,630	3,002	1,852	354
74113 Guiding Catheters	10,727	4,744	8,433	6,819	9 633	7 803	5,892	11,989	(1 838)	13,268	8,483	4,523	6,384
74114 PTCA Accessories	3,404	1 499	3,871	2,725	3,852	304	2,830	4,579	1,006	1,393	1,717	1,865	3,947
74116 Ultrasound Catheters	124	3,793	5,325	19,713	8,356	11,867	6,365	16,563	(1 188)	0	4,622	0	(2,842)
74117 Coronary Guidewires	8,123	3,258	4,794	1,219	8,570	4,830	4,510	4,548	3,613	3,235	2,788	6,419	4,663
74118 Rotablade	0	86	0	2,258	0	0	1 464	0	128	0	0	0	2,140
74119 Chemistry Solutions	57,271	52,917	40,853	29,924	59 150	55 111	51,263	64 481	60,755	60,097	35 792	37,987	70,895
74120 Hematology	23,135	20 433	27,401	20,827	33,475	15,773	11,959	30,758	31,055	31,208	15,189	31,832	23,040
74122 Urinalysis	218	0	0	0	0	0	0	0	0	34	0	34	65
74123 Microbiology	28,218	27 154	14,994	21,995	30,005	14,859	33,756	57,053	27,123	29,662	15,500	13,561	10,606
74124 Phlebotomy	7 041	4,709	4,479	3,167	3,815	3,488	3,331	3,931	3 002	4,372	4,554	3,829	3,847
74126 Histology	823	1,144	270	493	871	247	990	278	413	181	760	277	328
74128 Cytology	240	21	0	240	25	120	240	25	120	12	0	252	0
74130 EPS-Ablation Catheters	43,868	52,659	13,291	30,385	34,866	29,904	29,630	2,747	7,365	2,306	5,952	8,996	27,946
74150 Blood Supplies	41,892	37,736	40,736	16,613	20,876	22,036	30,547	35 470	40,348	28,332	21 471	21,826	4,574
74151 Blood Processing	9,120	7,949	9,404	5,459	9,805	14,743	12,243	10,221	(1,392)	13,794	10,281	15,775	14,042
74160 IV Sets and Supplies	351	199	259	248	17	183	247	68	143	113	101	388	131
74165 Inventory Adjustments	(51 152)	22,414	22,699	15,373	19,845	26,866	27,623	29,884	15,035	19,829	84 765	30,866	118,944
200 Food-Meals Reh Poultry	22,849	24,578	22,688	12,691	24,686	23,059	24,343	26,123	21,288	21,883	19,931	19,534	31 494
Food-Other	74,665	76,342	67,532	71,074	73,301	51 151	62,555	97 277	84,306	68,048	58,913	76,210	93,073
Linen & Bedding	1,843	2,225	1,574	1 971	2,443	1,408	1 760	1,604	1,640	1,826	995	2,471	1,838
Cleaning Supplies	22,738	22,380	25,471	22,887	29,302	23,653	22,666	12,041	21,276	20,667	22,704	26,217	18,823
Office & Administrative Supplies	29,637	23,818	29,324	15,662	(1,258)	31,317	13 144	29 165	3,065	22,818	19,353	7,325	24 418
74910 Personal Supplies	140	53	0	176	53	0	0	0	154	11	167	0	0
74930 Forms	(2,670)	34,325	6,854	26,218	12,439	17 163	7,297	11 776	849	24,820	8,423	15,576	9,635
74950 Paper & Toner Computer	0	0	0	0	0	0	0	0	0	0	70	0	0

Verity Healt Systems
Seton Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
74700 Employee Wearing Apparel	16,128	11,288	9,729	23,016	13,415	18,340	10,668	16,976	9,595	15,336	9,942	8,928	16,669
74800 Instruments & Minor Medical Eq	(9,816)	13,809	37,168	22,772	8,420	14,058	19,475	26,585	7,172	12,368	19,548	8,388	14,112
74900 Other Minor Equip	8,142	7,367	12,473	13,100	9,841	14,841	3,757	25,419	13,224	5,819	4,273	3,068	5,910
74920 Software Computer	3,360	2,834	1,979	2,122	1,970	2,270	1,969	1,970	1,970	1,970	3,816	2,258	2,087
74982 Hardware Computer	5,668	4,020	(438)	0	0	0	0	0	(7)	0	0	0	0
75000 Other Non-Medical Supplies	48,033	60,808	76,315	73,088	60,602	57,458	66,283	104,747	57,744	73,191	60,819	73,080	62,816
76005 Cost Reduction Rebate & Discount	(127,277)	(18,200)	(18,200)	(64,896)	(20,570)	2,574	(93,436)	(14,775)	(23,948)	(54,318)	(37,003)	635	(16,087)
76050 Books & Manuals	840	74	0	0	0	0	396	809	0	0	144	0	(309)
76200 Freight	21,218	8,435	12,812	12,217	10,845	4,831	2,796	17,103	10,340	16,243	299	7	32,339
76300 Tfr To Cltr CC-Supplies	(60,600)	(78,166)	(69,654)	(78,100)	(64,641)	(50,491)	(53,874)	(71,011)	(61,153)	(54,378)	(61,106)	(58,359)	(53,197)
76700 Tfr Fm Cltr CC-Supplies	66,833	51,869	69,747	60,337	54,209	41,536	68,370	60,865	43,336	60,794	43,035	54,242	61,358
Total - Supplies	**2,711,740**	**2,688,941**	**2,969,456**	**2,837,270**	**2,773,683**	**2,840,876**	**2,677,983**	**2,926,724**	**1,869,880**	**2,543,303**	**2,603,168**	**2,485,343**	**2,852,145**
P/S - Professional Fees:													
72200 Consultant & Mgmt Fees	52,606	63,363	51,450	47,444	84,681	11,796	29,622	37,317	38,423	42,677	55,089	26,905	121,573
72300 Legal	45,447	52,502	18,751	(5,208)	9,244	(483)	(294)	22,896	11,573	33,005	14,450	463	(483)
Total - Professional Fees	**98,053**	**116,864**	**70,201**	**42,236**	**93,926**	**11,313**	**29,328**	**60,213**	**49,996**	**75,682**	**69,538**	**29,368**	**121,108**
Out-Of-Area- Network Expense:													
P/S - Intercompany Related Organization:													
76410 Corporate Management Svcs	261,355	1,375,572	842,759	373,224	914,201	1 052,470	854 401	867 748	732,403	913,343	858,141	1 036,801	898,113
76415 Integrity Management Svcs	1,012,072	931,362	931,362	931,362	931,362	931,362	931,362	931,362	931,362	931,362	931,362	931,362	931,362
76420 VSS And SO Allocation	158,684	163,938	178,326	152,859	113,683	143,259	128,129	313,559	131,484	236,778	217,220	157,658	348,677
76422 Purch Svcs IT Reloch Acct	891 763	732,892	992,810	869,807	936,463	1,018,578	853,325	938,929	960,414	994,700	837,228	812,283	695,508
76429 PFS Outsource Inst Expense	366,252	360,222	0	218,266	352,379	376,537	(1,742)	406,800	364,137	269,772	607,343	745,836	340,840
76441 Purch Service Rel Org Regions	(6,930)	(2,527)	(2,883)	(247)	3,079	19,839	11,561	12,362	31,789	19,796	(17,266)	63,747	24,796
Total - P/S - Intercompany Related Organization	**2,684,166**	**3,561,528**	**2,952,484**	**2,572,282**	**3,251,467**	**3,533,345**	**2,789,026**	**3,290,860**	**3,190,599**	**3,332,753**	**3,442,028**	**3,745,485**	**3,138,688**
P/S - Other:													
76100 Purch Serv-Medical	51,914	63,549	94,854	78,869	84,527	54,653	68 111	90,335	70,799	19,018	38,805	32,051	29,625
76200 Purch Serv-Repairs & Maintenan	79,333	71,555	89,030	80,665	135,358	88,703	91,255	86,128	117,371	149,833	279,653	272,235	178,820
76250 Repairs & Maintenance Other Contract	2,844	1,335	3,700	2,405	2,243	1,068	1,859	2,003	2,332	3,420	3,264	4,865	2,214
76500 Purch Serv-Collection Agencies	7,891	8,658	8,957	10,491	7,037	37,283	8 636	(16,827)	7,739	4,869	49,528	(126,048)	0
76800 Purch Serv-Outside Organizatio	528,448	432,999	576,133	538,401	405,182	442,538	407,243	813,186	497,603	433,663	520,606	283,006	520,822
76801 Purch Serv MedSolt Cntr/Accr	0	0	0	0	960	0	960	0	0	0	0	0	960
76808 CHPT Pledge	0	0	0	0	453,555	0	(28,613)	24,486	(302)	(302)	(302)	173,366	26,296
76810 Printing & Forms	865	0	813	0	0	0	0	0	0	0	0	270	2,017
76811 Software Support & Maintenance	52,606	25,282	24 169	32,865	23,219	12,489	24,982	(11,247)	20,067	(24 104)	20,666	(479)	8,331
76912 Direct Mail Expense	0	0	0	0	0	0	0	0	2,650	0	0	0	0
Total - P/S - Other	**722,883**	**603,384**	**968,448**	**840,979**	**1,092,552**	**617,691**	**569,239**	**989,885**	**734,167**	**585,148**	**911,741**	**621,368**	**768,783**
Rental & Leases.													
77800 Rental/Lease Costs-Buildings	138,927	141,284	141,284	141,284	141 128	172,495	160 496	147,972	138,853	138,948	138,847	138,847	138,847
77802 Rental/Lease Costs-Equip	284,599	134,251	126,438	108,425	213,635	151 799	138,606	112,218	188,788	184,302	169,411	147,027	253,276
Total - Rental & Leases	**423,506**	**275,535**	**268,722**	**249,709**	**354,761**	**324,294**	**299,442**	**260,191**	**305,323**	**308,250**	**297,958**	**286,474**	**391,825**
Other Expenses:													
76300 Licenses & Taxes	29,708	35,034	39,351	37 191	25,888	31,306	43,051	41,593	30,623	30,633	53,326	49,326	31,600
76310 Property Taxes	13,116	13,297	13,297	13,297	15,803	11,946	14,217	12,714	12,714	12,714	12,714	12,714	12,714
76400 Other Costs	14,747	18,028	(21,208)	22,589	14,844	8,025	18,225	8,251	9,135	11,248	14,286	13,577	10,859
76500 Telephone/Telegraph	20,500	22,649	(2,552)	4,943	6,130	12,778	3,804	6,806	8,873	17,606	9,406	11 420	6,945
76550 Dues & Subscriptions	10,157	8,417	18,290	24,086	23,283	7,804	18,165	66,539	9,978	13,187	18,795	8,822	15,399
76700 Outside Training Sessions	33,579	32,168	33,784	39,374	39,575	40,960	34,007	60,776	43,299	32,189	29 157	30,265	32,782
76750 Meetings & Conventions	0	365	0	114	0	0	0	0	1,885	1,176	0	935	630
76760 Outside Training Business Meals	0	0	0	0	0	0	0	0	0	0	314	0	0
76800 Travel	2,088	0	2,763	4,025	6,156	273	884	9,653	10,130	(17,232)	4,191	13,702	(13,011)
76802 Airfare & Rail	0	2,778	0	0	648	400	1 104	0	1,065	1,381	1,240	2,054	689
76803 Car Rental	0	134	0	0	0	0	0	0	0	0	721	315	0
76804 Gasoline	0	0	0	0	0	0	0	0	0	0	36	0	0
Mileage	281	765	0	764	341	768	354	340	526	393	704	507	638
Parking & Tolls	0	30	0	0	25	32	68	3	0	0	36	36	0
Lodging & Hotels	0	583	0	0	383	0	0	0	0	369	3,241	1,477	206
Business Meals	0	500	0	36	111	53	13	0	17	114	295	76	217
11 Catering & Business Meals	0	0	0	0	0	0	0	0	0	0	0	76	0
76813 Individual Meals	0	122	0	0	191	54	156	0	22	202	61	63	0
76814 Entertainment Staff	0	0	0	0	383	0	0	133	0	0	0	0	0
76815 Interest/Other Fees	0	8	0	200	0	0	0	0	0	23	0	0	0
76817 Agency Booking Fees	0	8	0	0	0	0	0	0	0	0	0	0	0
76900 Recruiting	35,949	12,100	22,131	20,031	26,992	9,020	31,500	0	0	42,287	8,004	0	8,676
76000 Other Expenses	(35,752)	14,526	15,821	20 449	314,781	(42,324)	27,524	47,230	553	210,812	2,703	68,171	25 168
76002 Other Advertising	28,324	0	1,000	0	0	0	0	0	0	0	0	0	629
76003 Gifts & Entertainment	0	5 648	1,200	0	4,303	0	0	0	0	6,233	0	0	2,381
76005 JCAHO	0	0	0	1,663	1,663	1,663	1,663	1,663	1,663	1,663	1,663	1 663	2,075
76010 Postage	0	0	3,077	3,000	3,000	2,669	3,000	4,000	3,380	3,000	3,000	(77)	3,000
76050 Community Benefit Expenses	6,606	12,145	21,817	4,264	3,879	5,913	810	10,848	12,145	7,178	3,857	3,857	10,856
76060 Charity	8,050	(450)	0	500	450	0	450	0	0	0	0	0	0
76073 Contribution Fees	0	0	0	0	3,686,418	0	8,881,526	387,268	741,123	741 123	741 123	2,250,307	387,683
76080 Advertising	19,225	0	709	0	0	270	8,321	0	0	0	0	0	348
76400 Tfr To Cltr CC-Other Expenses	(110,332)	(112,040)	(111,606)	(122,507)	(111,661)	(122,733)	(129,043)	(101,626)	(66,179)	(112,622)	(101,557)	(18,653)	(102,843)
76830 Cash - AP Offset Account	(1 129,881)	0	0	0	0	0	0	0	0	0	0	0	(270,770)
76833 Cash - PPE Purchase Temp Acct Accrual	1 129,881	0	0	0	0	0	0	0	0	0	0	0	270 778
76836 Cash Replacement Temp Acct	71 434	76,020	76,020	76,020	76,020	76,020	76,020	76,020	76,020	76,020	76,020	76,020	76,020
76838 Cash Contra Offset Acct	(71 434)	(76,020)	(76,020)	(76,020)	(76,020)	(76,020)	(76,020)	(76,020)	(76,020)	(76,020)	(76,020)	(76,020)	(76,020)
Total - Other Expenses	**92,248**	**87,942**	**37,844**	**93,942**	**4,032,063**	**(14,941)**	**8,958,671**	**545,989**	**791,432**	**1,009,437**	**900,131**	**2,436,602**	**1,083,099**
Total - P/S & Other Expenses	**4,020,863**	**4,644,264**	**3,695,479**	**3,759,029**	**8,784,863**	**4,479,663**	**12,642,906**	**5,146,838**	**5,071,906**	**5,311,470**	**5,621,396**	**7,123,189**	**5,503,400**
Bad Debt Expense:													
Insurance:													
78100 Insurance-Professional Liability	58,042	53 448	52,506	52,011	58,588	52,011	52,011	58,912	52,637	52,011	65,812	61,523	61,523
78200 Insurance-Other	33,585	50 101	48,291	48,291	48,561	45,645	45,645	46,539	46,488	45,646	48,718	42,307	42,307
Total - Insurance	**91,627**	**103,548**	**100,797**	**100,302**	**106,150**	**100,657**	**100,657**	**105,451**	**99,124**	**100,657**	**114,231**	**103,831**	**103,831**
Utilities:													
77700 Utilities-Electricity	149,892	116,763	130,670	148,002	152,953	140,036	112,526	69 180	101,283	105,604	101,300	102,655	94,833
77800 Utilities-Gas	38,517	31,055	33,140	23,203	29,311	29,004	35,115	39,569	40,119	36,495	38,776	44,364	15,849
77900 Utilities-Water	15,017	14,300	21 491	16 133	28,897	19,700	20,381	19,700	13 152	17,200	24,813	15 100	(536)
78000 Utilities-Other	198	0	405	196	207	317	0	0	0	0	2,712	0	220
Total - Utilities	**201,551**	**162,109**	**185,706**	**188,536**	**216,094**	**187,948**	**171,022**	**147,448**	**154,554**	**159,199**	**167,602**	**162,131**	**110,165**
Depreciation													
77100 Depn/Amort LA Improvements	324	324	324	1,426	1,895	324	324	324	156	240	159	159	159
77200 Depn/Amort Buildings & Improv	122,187	150,300	159,276	138,003	138,064	138,000	138,036	138,036	111,774	134,264	134,245	134,888	152,200
77400 Depn/Amort Equip	376,218	348,693	348,735	349,973	351,363	344,675	359,831	358,831	164,852	253,677	256,212	261 668	290,439
Total - Depreciation	**498,728**	**499,306**	**517,335**	**499,194**	**491,322**	**483,359**	**497,190**	**497,190**	**276,782**	**388,181**	**390,629**	**396,495**	**442,807**
Amortization:													
77200 Depn/Amort Intangible Assets	0	0	0	0	0	48,449	11,572	13,638	14,761	14,761	18,969	18,969	14 162
Total Amortization	**0**	**0**	**0**	**0**	**0**	**48,449**	**11,572**	**13,638**	**14,761**	**14,761**	**18,969**	**18,969**	**14,162**
Interest Expense:													
78410 Interest Expense Long Term Debt	501,701	498,594	498,594	498,594	498,594	498,594	498,594	498,594	452,318	498,594	498,594	498,594	498,594
78450 Interest Expense-Other	(46,047)	(49,315)	(53,077)	(49,060)	(54,160)	(54,739)	3,858	(111,554)	(52,018)	(15,272)	(53,556)	(59,229)	(51,395)
Total - Interest Expense	**455,654**	**447,279**	**443,518**	**447,533**	**442,434**	**441,855**	**500,452**	**386,040**	**424,298**	**480,322**	**443,038**	**439,365**	**446,199**
Total Expenses	**18,455,295**	**21,326,403**	**20,528,502**	**19,901,760**	**28,281,040**	**20,760,200**	**29,976,329**	**24,027,404**	**19,982,662**	**21,798,289**	**21,979,161**	**24,329,697**	**23,556,532**
Operating Income	**100,682**	**(6,890,891)**	**(6,483,123)**	**(4,251,891)**	**12,428,705**	**(5,745,010)**	**(4,584,886)**	**(3,411,260)**	**(4,183,222)**	**(725,861)**	**(5,504,083)**	**3,544,850**	**(6,215,111)**
tment Income:													
Net Income	**100,682**	**(6,890,891)**	**(6,483,123)**	**(4,251,891)**	**12,428,705**	**(5,745,010)**	**(4,584,886)**	**(3,411,260)**	**(4,183,222)**	**(725,861)**	**(5,504,083)**	**3,544,850**	**(6,215,111)**

Verity Healt Systems
Seton Medical Center
Trended Income Statement
June 30, 2018

6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018

Verity Healt Systems
Seton Medical Center
Trended Income Statement
June 30, 2019

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
REVENUE													
IP Acute Self Pay													
6011-6010-41101 IP Acute-Self Pay	$46,654	$163,324	$0	$208,417	$139,662	$186,886	$233,320	$93,328	$116,660	$93,328	$186,657	$116,660	$116,660
6011-6170-41101 IP Acute-Self Pay	69,209	0	0	0	0	0	0	0	0	0	0	0	0
6011-6171-41101 IP Acute-Self Pay	368,940	18 402	119 813	9,201	18 402	0	18 402	0	36,804	0	9,201	0	0
6011-6172-41101 IP Acute-Self Pay	0	36,804	27,603	138,015	0	230 025	9,201	27,603	36,804	0	27,603	46,005	9,201
6011-6178-41101 IP Acute-Self Pay	66,630	154,673	29,830	122,914	20,375	44,826	33,522	53,636	33,522	9,201	9,201	128,814	138,015
6011-6179-41101 IP Acute-Self Pay	42,723	33,522	0	178,120	66,870	66,870	228,762	31,648	33,522	11 179	167,910	111 740	53,697
6011-6900-41101 IP Acute-Self Pay	0	0	0	0	0	6,723	(5,723)	0	11,445	5,723	0	0	0
6011-7010-41101 IP Acute-Self Pay	43 411	65,661	27,601	69,575	45,429	27,212	43,991	38,887	67,017	22,192	54,529	34,778	43,042
6011-7420-41101 IP Acute-Self Pay	11,508	11 498	49,526	254,762	52,348	53,904	0	24,123	17,813	0	0	30 470	0
6011 7427-41101 IP Acute-Self Pay	9 436	7,868	33,018	31 416	0	20,852	0	14 146	9 452	0	0	0	0
6011 7430-41101 IP Acute-Self Pay	0	0	0	0	0	0	0	0	0	0	0	135	44,200
6011 7450-41101 IP Acute-Self Pay	6,838	7,088	30,037	81,525	35,340	26,294	0	16,210	14,756	0	0	10,912	27,404
6011 7470-41101 IP Acute-Self Pay	9 018	4,762	1,273	6,280	4,115	8,350	7,287	6,625	8,113	1,648	8,404	11 164	7,857
6011 7500-41101 IP Acute-Self Pay	103,176	56,252	23,927	56,851	55,555	43,559	119,359	34,397	93,018	29,181	101,062	74,618	87,266
6011 7520-41101 IP Acute-Self Pay	0	0	1,993	778	1,579	1,579	0	0	2,358	0	0	778	2,334
6011 7540-41101 IP Acute-Self Pay	1 000	0	0	0	250	250	1,250	0	124	0	624	500	0
6011 7600-41101 IP Acute-Self Pay	20,396	20,760	8,099	18,297	10 196	10 196	21 101	24,240	14,503	0	37,335	5,334	15,002
6011 7670-41101 IP Acute-Self Pay	76,033	0	0	211,842	157,356	73,102	264,550	61,403	43 437	10,696	291,155	81,722	204,638
6011 7691-41101 IP Acute-Self Pay	7,310	6,579	3,655	6,579	5,772	9,803	9,303	3,500	13,300	4,900	14,400	6,100	13,500
6011 7820-41101 IP Acute-Self Pay	0	0	0	0	0	0	0	0	0	0	2,450	3,306	0
6011 7850-41101 IP Acute-Self Pay	9,812	9,332	4,943	13,302	17,053	12,118	25,044	12,532	11,649	5,109	14,282	17,397	7,805
6011-7531-41101 IP Acute-Self Pay	0	0	0	0	0	0	0	0	0	0	0	3,955	4,685
6011-7534-41101 IP Acute-Self Pay	0	10,238	0	5,117	0	5,022	0	0	5,838	5,838	0	5,950	0
6011-7650-41101 IP Acute-Self Pay	0	5,602	0	11,504	0	10,357	12,504	17,169	0	0	11,573	0	0
6011-7680-41101 IP Acute-Self Pay	31,349	25,002	13,625	18,219	39,550	55,291	7,002	34,874	76,908	13 185	40,123	24,514	41,222
6011 7710-41101 IP Acute-Self Pay	608,222	62,000	41,250	109,037	115,053	92,291	191,299	47,352	96,140	12,671	111,834	53,000	48,651
6011-7720-41101 IP Acute-Self Pay	38,522	2,149	0	9,273	41,548	27,270	61,171	14 182	76,963	794	68,520	22,470	42,573
6011-7740-41101 IP Acute-Self Pay	69,638	5,125	0	0	0	3,762	52,010	0	0	0	0	0	0
6011-7760-41101 IP Acute-Self Pay	5,863	0	0	0	0	19,243	0	0	0	0	0	0	7,051
6011 7770-41101 IP Acute-Self Pay	5,001	1,302	651	12,634	609	5,470	5,325	2,019	1,676	760	3,420	4,429	8,457
6011-7780-41101 IP Acute-Self Pay	17,275	1,505	0	0	1,005	5,520	0	0	1,005	0	1,005	5,947	4,693
6011 7790-41101 IP Acute-Self Pay	10,280	418	418	7,767	0	2,452	3,802	556	821	0	978	2,535	2,870
6011 7970-41101 IP Acute-Self Pay	81	0	0	0	252	162	0	0	0	0	0	0	0
6011 7971-41101 IP Acute-Self Pay	3,833	3,833	0	0	3,223	0	0	3,372	3,372	0	3,372	0	0
Total: IP Acute Self Pay	1,994,670	713,718	410,671	1,939,576	953,576	1,053,957	1,314,792	569,195	852,709	222,809	1,171,993	778,234	922,211
IP Acute Comm Ins:													
6011-6010-41121 IP Acute-Comm Ins	0	0	0	0	0	0	23,332	0	0	34,998	46,664	139,992	46,664
6011-6170-41121 IP Acute-Comm Ins	18,402	0	0	0	0	0	0	0	0	0	0	0	0
6011-6172-41121 IP Acute-Comm Ins	0	18 402	0	0	0	0	18,402	0	92,010	0	0	36,804	73,608
6011-6178-41121 IP Acute-Comm Ins	11,174	0	0	0	0	33,522	0	0	0	0	0	13,422	0
6011-6179-41121 IP Acute-Comm Ins	0	22,348	0	0	0	0	11,174	0	22,348	0	33,522	78,218	22,348
6011-6900-41121 IP Acute-Comm Ins	5,723	0	0	0	0	0	0	0	0	0	0	0	0
6011 7010-41121 IP Acute-Comm Ins	5,537	5,842	0	0	0	7 158	0	0	7,333	0	7 013	18,101	21,757
6011 7420-41121 IP Acute-Comm Ins	0	69,995	0	0	0	0	46,240	0	0	0	69,502	126,973	318,309
6011 7427-41121 IP Acute-Comm Ins	0	20,184	0	0	0	0	20,428	0	0	0	0	59,255	69,052
6011-7430-41121 IP Acute-Comm Ins	0	0	0	0	0	0	0	0	0	0	0	405	675
6011-7450-41121 IP Acute-Comm Ins	0	13,512	0	0	0	0	32,517	0	0	0	25,223	50 147	57,971
6011-7470-41121 IP Acute-Comm Ins	606	297	0	0	0	17	1,237	0	31	318	1,322	1,057	1,575
6011 7500-41121 IP Acute-Comm Ins	4,060	2,853	0	0	0	6,143	9,437	0	11,884	0	32,245	69,947	21,625
6011-7520-41121 IP Acute-Comm Ins	0	0	0	0	0	0	8,424	0	1,558	0	778	1,578	315
6011 7540-41121 IP Acute-Comm Ins	0	0	0	0	0	0	0	0	750	0	0	904	0
6011 7600-41121 IP Acute-Comm Ins	0	0	0	0	0	10 196	0	0	0	5,334	5,334	23,198	8,236
6011 7670-41121 IP Acute-Comm Ins	0	0	0	0	0	0	47,322	0	0	60,834	90,974	0	0
6011 7691-41121 IP Acute-Comm Ins	0	731	0	0	0	2,924	731	0	0	2,700	3,600	7,200	3,600
6011 7820-41121 IP Acute-Comm Ins	1,232	573	0	0	0	2,223	1,952	0	2,573	1,695	2,094	12,993	17,056
6011 7531-41121 IP Acute-Comm Ins	0	0	0	0	0	0	0	0	0	0	0	8,813	0
6011 7650-41121 IP Acute-Comm Ins	4,267	0	0	0	0	0	0	0	27,693	6,845	0	19,336	28,749
6011 7710-41121 IP Acute-Comm Ins	(745,568)	15,570	0	0	0	5 688	15 423	0	9,232	1,912	12,662	35,701	21,694
6011 7720-41121 IP Acute-Comm Ins	6,158	0	0	0	0	2,350	2,654	0	0	0	8,559	14,833	117
6011-7760-41121 IP Acute-Comm Ins	0	0	0	0	0	0	0	0	0	0	0	7 430	0
11 7760-41121 IP Acute-Comm Ins	0	0	0	0	0	0	0	0	19,089	0	0	0	0
-7770-41121 IP Acute-Comm Ins	651	2,180	0	0	0	0	0	0	3,654	0	0	7,052	9,396
7820-41121 IP Acute-Comm Ins	0	0	0	0	0	0	0	0	0	0	0	0	2,727
-7780-41121 IP Acute-Comm Ins	0	418	0	0	0	0	0	0	3,183	0	0	3,932	4,327
11 7971-41121 IP Acute-Comm Ins	0	0	0	0	0	0	0	0	0	0	0	0	2,372
Total: IP Acute Comm Ins	(697,859)	207,305	0	0	0	70,260	259,850	0	201,306	113,734	319,791	717 407	729,353
IP Acute-Comm MgdCare:													
6011-6010-41122 IP Acute-Comm MgdCare	1,503,449	904,991	1,395,979	1,224 438	1,201,108	2,008,884	1 868,035	1,804,000	1,402,223	1,606,966	763,288	1,585,005	1,026,608
6011-6170-41122 IP Acute-Comm MgdCare	574,470	18 402	0	0	0	0	0	0	0	0	0	0	0
6011-6171-41122 IP Acute-Comm MgdCare	1,131,723	883,296	1,055,718	1,425,356	1,574,969	1,131,723	1,276,817	1,104,120	1 068,718	726,852	993,708	27,603	0
6011-6172-41122 IP Acute-Comm MgdCare	432,447	1,268,736	1,316,743	537,291	984,507	1,013,751	1,535,984	1 766,592	1 113,321	1 053,115	637,291	1,223,733	736,080
6011-6178-41122 IP Acute-Comm MgdCare	1,541,993	1 797,222	1,373,700	1,430,734	1,620,856	1,405,478	1,606,860	2,731,009	1 776,300	1,666,637	1,453,731	1 630,550	1 021,311
6011-6179-41122 IP Acute-Comm MgdCare	1,552,592	2,034,313	1 659 652	1,106,571	1,331,018	1,693,686	1,944,002	2,495,000	1,587,998	1,973,852	1 471,032	1,713,321	1,241,944
6011-6341-41122 IP Acute-Comm MgdCare	0	0	0	0	0	0	0	0	0	0	92 157	138,958	256,204
6011-6550-41122 IP Acute-Comm MgdCare	0	0	0	0	0	0	0	0	0	0	0	8,303	0
6011-6900-41122 IP Acute-Comm MgdCare	17 169	(11 445)	(11 445)	11 445	5,723	(22,892)	28,615	11 445	(57,230)	17 169	11 445	17 169	5,723
6011-7010-41122 IP Acute-Comm MgdCare	693,271	706,693	710,622	686,442	697,806	648,159	1,009,477	1 420 841	913,653	666,121	895,503	874,915	747,603
6011 7420-41122 IP Acute-Comm MgdCare	1,038,699	2,334,135	2,114,547	2,478,333	1,834,631	2,820,477	3,305,212	2,423,947	1,908,850	2,199,022	1,711,981	2,373,841	2,192,529
6011 7427-41122 IP Acute-Comm MgdCare	350 852	452,994	453,808	358,386	459,568	592,948	493,879	614,494	272,122	327 155	421,512	459,817	351,292
6011 7430-41122 IP Acute-Comm MgdCare	0	0	0	0	0	0	0	0	0	0	135	4,998	4,200
6011 7450-41122 IP Acute-Comm MgdCare	704 031	671 468	604,344	668,095	708,220	659 147	685,359	753,412	538,332	592,881	619,526	678,797	653,041
6011 7470-41122 IP Acute-Comm MgdCare	79,825	66 114	82,527	83,523	68,873	73,379	122,503	92,818	71,650	79,817	82,917	102,765	49 573
6011 7500-41122 IP Acute-Comm MgdCare	1,214,592	1,149,122	1 109 704	1 134,778	1,157,234	1,326,107	1,575,055	1,266,080	1,585,819	1,771,669	1 407,533	1,529,105	1,066,921
6011 7520-41122 IP Acute-Comm MgdCare	24,842	24 489	35,976	20,770	21 166	50,521	26,535	26,704	42,570	25,995	39,230	38,704	20,392
6011 7540-41122 IP Acute-Comm MgdCare	11 402	8,962	7,216	10,332	9,618	11,002	7,928	11,744	11,000	10,858	8,214	11,824	9,998
6011 7600-41122 IP Acute-Comm MgdCare	176,398	188,898	120,725	138,557	166,881	180,438	263,398	206,374	225,937	230,116	218,170	221,804	197,264
6011-7670-41122 IP Acute-Comm MgdCare	1,228,391	1,023,214	1,047,868	852,994	1,257,151	1,041,003	1,158,322	859,262	976,085	893,700	691,870	1,497,819	1,374,205
6011-7691-41122 IP Acute-Comm MgdCare	118,228	121,345	117 691	111,914	97,954	98,545	157,597	178,031	155,700	157,500	78,300	152,900	153,900
6011-7592-41122 IP Acute-Comm MgdCare	0	5,515	5,515	0	0	11,030	5,051	12,109	0	0	12,102	5,051	5,051
6011-7620-41123 IP Acute-Comm MgdCare	5,370	1,790	10,740	5,370	1,790	5,370	11,709	5,914	22,266	5,915	8,228	8,228	9,306
6011 7630-41122 IP Acute-Comm MgdCare	151,388	174 124	178,493	197,834	153,810	200,761	268,614	486,338	39,694	262,459	178,396	257 455	166,317
6011 7631-41122 IP Acute-Comm MgdCare	103,765	187,202	30,617	82,300	63,357	35,573	194,699	263,058	104,216	138,335	148,643	45,694	59 457
6011-7634-41122 IP Acute-Comm MgdCare	104,668	52,725	52,656	103,043	50,563	57,880	121,268	105,534	35 191	132,454	104 018	52,827	104,128
6011 7640-41122 IP Acute-Comm MgdCare	0	0	0	30,214	12,009	46,823	0	0	0	0	4,843	5,005	41,337
6011 7650-41122 IP Acute-Comm MgdCare	49,613	53,928	84,391	49,835	57,017	66,765	132,457	122,616	97,814	137,885	60 169	39,267	118,967
6011 7680-41122 IP Acute-Comm MgdCare	430,880	423,615	416,271	318,544	464,305	400 929	600 532	576,723	418,229	606,078	552,252	739,774	348,248
6011 7710-41122 IP Acute-Comm MgdCare	1,210,378	1,203,910	1,311,056	1,412,404	1,568,120	2,005,570	1,804,204	1,776,580	1,540,458	2,176,974	1,214,337	1 425,318	897,451
6011 7720-41122 IP Acute-Comm MgdCare	506,626	503,524	532,255	577,373	625,171	637,079	578,411	1,313,352	713,163	1,045,472	574,197	832,188	623,772
6011 7730-41122 IP Acute-Comm MgdCare	0	0	2,574	406	0	0	0	3,260	0	3,260	0	0	0
6011 7740-41122 IP Acute-Comm MgdCare	133,376	119,794	112,772	184 032	204,892	209 040	317 406	418,000	170,800	237 760	271 428	74,762	88,530
6011 7750-41122 IP Acute-Comm MgdCare	116,395	165,845	192,250	157,177	191,557	313,733	165,102	171,142	154,274	97,909	314,397	264,725	57,638
6011 7770-41122 IP Acute-Comm MgdCare	103,035	112,419	117,579	96,337	93,224	131,034	140,949	132,328	92,630	126,767	127 473	100,309	93,157
6011 7780-41122 IP Acute-Comm MgdCare	36,390	25,662	21,974	27,009	22,045	31 484	28,506	46,947	35,293	28,222	33,018	73,135	19 468
6011 7790-41122 IP Acute-Comm MgdCare	59,115	43 128	45,557	49,958	36,620	50,263	60,634	59,252	38,827	44,272	47,831	45,748	38 168
6011 7970-41122 IP Acute-Comm MgdCare	1,728	366	0	1,277	1,243	1 188	39	0	0	0	0	0	0
6011 7971-41122 IP Acute-Comm MgdCare	24,324	33,825	34,293	20,702	41,638	27,535	37,808	76,859	46,184	54,674	37 153	46,804	27,579
Total: IP Acute-Comm MgdCare	16,349,185	16,793,771	16,676,630	16,790,649	17,620,323	19,629,345	20,960,301	24,320,597	18,723,052	19,374,869	15,725,763	19,645,781	14,080,638
WC Comp:													
6011-6010-41131 IP Acute-WC	0	0	23,332	0	23,332	0	0	202,101	23,332	186,232	69,996	46,664	23,332
6011-6170-41131 IP Acute-WC	119 613	0	0	0	0	0	0	0	0	0	0	0	0
6011-6171-41131 IP Acute-WC	0	46,006	0	0	0	0	0	0	0	0	0	0	0
6011-6172-41131 IP Acute-WC	257 628	423,248	460,000	618,256	183,616	238,226	101,311	516,457	368,462	303,633	476,452	232,326	331,236
6011-6178-41131 IP Acute-WC	0	0	0	0	78,218	0	78,218	0	0	18 402	73,608	0	0
6011-6179-41131 IP Acute-WC	0	0	0	0	33,522	0	0	0	0	33,522	22,348	22,348	11,174
6011-6900-41131 IP Acute-WC	5,723	(5,723)	0	0	0	0	0	0	0	0	0	0	0
6011 7010-41131 IP Acute-WC	3,003	4,513	0	13,521	0	0	12,178	0	0	19 171	32,042	5,127	3,770
6011 7420-41131 IP Acute-WC	1,200,000	1,148,250	2,205,321	1,580,998	1,301,477	1,214,837	394,578	2,327 702	1 481 655	792,774	2,340,588	589 100	1,525,704
6011 7427-41131 IP Acute-WC	228,055	152,492	356,995	303,474	237,362	182,344	76,472	429,378	149,374	111,735	300,510	210,780	218,550
6011 7430-41131 IP Acute-WC	0	0	0	0	0	0	0	0	0	0	270	39,857	2,025
6011 7450-41131 IP Acute-WC	392,550	205,954	548,049	330,032	254,572	227 995	101,232	575,116	264,173	231,800	459,601	226,070	295,854
6011-7470-41131 IP Acute-WC	5,446	8,853	6,428	9,803	2,903	5,323	878	5,370	4,858	4,802	11,638	4,445	5,349
6011 7500-41131 IP Acute-WC	45,170	36,839	60,841	48,505	51,204	27 402	29,573	51,382	48,092	99,560	110,998	60 486	53,236
6011 7520-41131 IP Acute-WC	0	1,054	0	0	5,171	0	0	0	315	315	630	3,468	1,890
6011-7540-41131 IP Acute-WC	0	500	0	500	0	0	0	250	1,216	0	750	0	0
6011-7600-41131 IP Acute-WC	0	0	5,099	0	0	0	5,334	0	0	0	0	5,334	8,238
6011-7670-41131 IP Acute-WC	0	0	0	0	0	0	0	0	0	0	852,712	0	0
6011 7691-41131 IP Acute-WC	2,193	0	3,655	3,655	2,193	1,462	4,600	7,200	1,800	10,805	5,400	3,600	8,100
1-7630-41131 IP Acute-WC	30,764	28,711	60,580	60,580	27,394	24,272	12,011	60 152	3,005	29,237	45,312	19,863	32,829
7631-41131 IP Acute-WC	0	0	0	0	0	0	0	0	0	0	18,285	0	0
-41131 IP Acute-WC	5,095	0	0	0	0	0	0	12,136	1,059	0	9,391	0	15,945
41131 IP Acute-WC	4,527	0	0	0	0	0	0	0	0	0	0	0	0
7650-41131 IP Acute-WC	17,441	12,030	0	11,790	6,558	0	0	21,251	5,994	12,480	40,595	18,944	21,880
6011-7710-41131 IP Acute-WC	107,599	94,874	156,297	121,340	98,254	69,722	46,088	130,073	62,254	138,172	177,898	60,252	126,987
6011-7720-41131 IP Acute-WC	0	10,838	10,333	3,406	2,641	186	0	15 431	117	28,267	38,502	9,252	9,924
6011 7740-41131 IP Acute-WC	0	0	0	0	0	0	0	0	0	14,300	0	0	0

Verity Healt Systems
Seton Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
6011 7770-41131 IP Acute-WIC	25,314	35,506	47,400	49,428	22,228	23,209	9,765	60,053	35,887	33,681	47,179	22,859	33,712
6011 7780-41131 IP Acute-WIC	0	0	0	0	0	0	0	0	0	1,005	1,005	0	0
6011 7790-41131 IP Acute-WIC	11,057	4,943	5,697	7,832	5,921	5,535	761	13,679	11,163	4,666	11,015	8,125	10,844
6011 7871-41131 IP Acute-WIC	1,037	0	0	2,225	0	0	3,475	0	0	3,475	0	3,979	3,214
Total WIC Comp	2,304,534	2,204,297	4,012,101	3,149,704	2,307,668	2,031,363	872,290	4,639,949	2,481,364	2,311,645	4,334,025	1,697,291	2,877,792
Medicare:													
6011-6010-41141 IP Acute-Medicare	1,851,078	1 955,947	1,852,835	2,172,968	2,803,763	2,378,739	2,226,791	1,639,976	1,703,571	2,571,852	1,868,105	1,971,352	1,813,435
6011-6170-41141 IP Acute-Medicare	629,000	0	0	0	0	0	0	0	0	0	0	0	0
6011-6171-41141 IP Acute-Medicare	1,913,806	1,843,173	1,795,697	2,055,769	2,254,266	2,116,230	3,493,851	3,628,194	2,580,667	2,818,717	1,297,341	73,605	0
6011-6172-41141 IP Acute-Medicare	628,668	1,564,170	1,810,178	1 022,809	1,973,371	1,361,748	1,696,395	2,469,869	1,812,697	1,882,572	1,140,904	1,757,391	1,382,547
6011-6178-41141 IP Acute-Medicare	2,318,636	2,377,408	3,083,340	2,321,401	1,914,017	2,438,577	3,017,557	3,410,700	2,869,765	2,423,894	1,699,984	1,571,366	1,871,305
6011-6179-41141 IP Acute-Medicare	2,658,692	2,127,632	2,919,677	2,757 632	2,788,868	2,086,882	2,063,889	3,211,405	2,660,624	2,954,252	2,018,332	2,127,631	1,878,282
6011-6341-41141 IP Acute-Medicare	0	0	0	0	0	0	0	116,000	1,022,743	2,218,501	1,807,695	2,345,430	2,458,230
6011-6500-41141 IP Acute-Medicare	57,230	(91,507)	(5,723)	11,446	28,615	(34,338)	57,230	(17,169)	(22,892)	51,507	11 446	(5 723)	(40,061)
6011 7010-41141 IP Acute-Medicare	928,835	768,171	933,691	928 406	894,372	859,117	1,128,824	1,675,573	1,362,911	1,391,988	1,083,394	1 150,259	917,535
6011 7020-41141 IP Acute-Medicare	4,460	443	4,362	0	4,950	442	0	0	6,284	0	0	1,600	551
6011 7420-41141 IP Acute-Medicare	3,385,768	2,410,692	3,749,265	1 417,338	3,630,873	1,884,000	2,727,862	2,778,872	1,592,571	2,874,322	2,373,203	2,093,873	1,441,238
6011 7427-41141 IP Acute-Medicare	573,813	456,042	448,203	294,874	573,362	394,854	419,525	601 729	536,382	412,109	376,284	278,418	257,360
6011 7430-41141 IP Acute-Medicare	0	0	0	0	0	0	0	0	0	0	0	53,476	3,645
6011 7450-41141 IP Acute-Medicare	880,020	778,100	1,020,497	671,167	1,089,395	567,280	723,742	746,205	650,429	778,764	654,155	634,921	471,904
6011-7470-41141 IP Acute-Medicare	100,605	100,599	110,594	140,220	117,340	123,377	135,733	148,015	98,993	137,598	87,228	88,343	79 145
6011 7600-41141 IP Acute-Medicare	1,898,865	1,885,100	1 770,698	1,734,701	1,934,176	1,806,867	2,342,514	2,910,233	2,702,077	2,696,282	1,974,143	1,918,521	1,826,002
6011-7520-41141 IP Acute-Medicare	23,683	24,839	30 316	22,742	25,168	22,536	27,246	44,763	46,068	30 459	25,797	27,750	25,333
6011 7540-41141 IP Acute-Medicare	13,930	12,550	15,864	11,884	23,044	13,270	11,800	12,276	8,742	10,059	13,074	16 110	8,152
6011-7560-41141 IP Acute-Medicare	298,406	292,373	303,119	322,050	281,233	302,911	284,093	406,307	411,132	359,731	273,913	368,827	314,671
6011-7570-41141 IP Acute-Medicare	1,466,357	992,804	827,512	1,073,089	1,367,535	1,045,966	1,202,497	815,763	999,129	2,194,077	1,249,529	1,595,575	978,830
6011 7691-41141 IP Acute-Medicare	180,657	169,359	157 165	151,217	160,800	148,393	182,345	239,092	221 400	247,800	135,600	204,300	153,000
6011-7692-41141 IP Acute-Medicare	0	0	0	0	11,230	0	5,615	0	0	0	0	0	0
6011 7622-41141 IP Acute-Medicare	5,370	7,160	3,580	8,950	17,900	10,740	17,347	23,143	14,338	32,298	11,832	10,535	24,697
6011 7630-41141 IP Acute-Medicare	257,450	270,248	283,578	270,405	329,817	267,305	380,280	654,450	60,306	389,481	259,201	359,600	252,584
6011 7631-41141 IP Acute-Medicare	153,315	203,650	135,911	188,839	274,627	79,589	157,643	374,324	188,522	133,984	179,211	178,450	118,758
6011 7634-41141 IP Acute-Medicare	85,535	93 445	150,809	98 145	102,823	80,188	112,405	118,158	222,268	214,629	155,571	105,810	141 130
6011-7635-41141 IP Acute-Medicare	0	0	0	0	0	0	0	0	0	1,584	0	0	0
6011 7640-41141 IP Acute-Medicare	19,330	0	72,429	20,638	0	4,824	43,321	9,325	63,410	4,848	129,357	0	0
6011 7650-41141 IP Acute-Medicare	92,791	60,944	99,272	71,572	82,143	81,649	153,600	149,913	132,980	221,469	91,899	87,152	83,434
6011 7660-41141 IP Acute-Medicare	533,244	443,843	571,103	459,306	647,660	426 417	765,462	838,371	730,312	938,455	763,201	630,705	771,479
6011 7710-41141 IP Acute-Medicare	2,001,705	1 717,555	1,643,455	1,765,040	2,153,029	1,814,305	1,877,337	2,343,768	2,121,142	1,882,557	1,700,818	1,501,504	1,589,232
6011-7720-41141 IP Acute-Medicare	1,158,071	1,055,317	941,839	1,008,118	1,065,030	938,035	1,309,940	1,703,853	1 475,978	1 715,427	1,085,507	903,992	714 082
6011-7730-41141 IP Acute-Medicare	406	0	0	0	1,501	0	5,520	0	0	0	5,520	0	0
6011-7740-41141 IP Acute-Medicare	526,036	523,414	554,450	506,040	508,122	360,715	637 450	725,140	427 456	634,990	453,230	649,650	576,922
6011-7760-41141 IP Acute-Medicare	152,252	142,579	139,020	307,152	243,904	83,737	208,668	235,767	296,348	126,637	188,951	136,521	114,204
6011 7770-41141 IP Acute-Medicare	193,207	147,317	212,453	159,746	174,263	168,924	206,740	209,206	209,206	224,953	193,414	177,527	145,765
6011 7780-41141 IP Acute-Medicare	85,757	80,255	63,045	65,832	80,237	83,009	69,354	98,576	91,557	74,695	82,427	30,868	81,137
6011 7790-41141 IP Acute-Medicare	68,137	69,835	81,904	79,313	80,697	88,576	91,291	79,245	79 601	91,593	57,574	69,361	60,979
6011 7870-41141 IP Acute-Medicare	1,979	857	788	2,770	4,664	296	0	0	0	0	0	0	0
6011 7871-41141 IP Acute-Medicare	69 106	47,138	77 110	57,326	59,035	30,934	48,980	75,442	73,127	66,002	52,236	54 434	30,764
6011 7881-41141 IP Acute-Medicare	7 154	8,309	2,854	9 150	0	0	0	4,149	4,264	0	0	0	710
Total Medicare	24,862,692	22,802,899	25,305,884	22,729,341	28,881,090	22,298,185	27,834,079	31,669,960	27,297,783	32,347,696	23,525,484	23,373,149	19,726,721
Medicare MgdCare:													
6011-6010-41142 IP Acute-Medicare MgdCare	443,306	676,644	552,312	624,636	510,347	466,840	953,260	2,124,326	748,324	722,308	266,652	626,810	431,160
6011-6178-41142 IP Acute-Medicare MgdCare	128,814	0	0	0	0	0	0	0	0	0	0	0	0
6011-6171-41142 IP Acute-Medicare MgdCare	708,477	809,668	478,452	426,864	393,221	498,864	693,291	634 869	351,653	220,824	238,220	0	0
6011-6172-41142 IP Acute-Medicare MgdCare	153,618	693,221	294,432	450,849	331,236	818,888	625,668	708,477	690,076	506,055	404,844	357,693	405,291
6011-6178-41142 IP Acute-Medicare MgdCare	681,318	948,394	717,764	403,573	699,765	665,928	751,940	1,051,001	552,147	577,084	386,642	1,065,718	810,622
6011-6179-41142 IP Acute-Medicare MgdCare	626,744	841,332	481 791	620,026	600,484	643,680	1,294,855	1,916,554	1,072,859	979,365	878,800	894,621	850,009
6011-6341-41142 IP Acute-Medicare MgdCare	0	0	0	0	0	0	0	0	0	0	70,890	29,366	398,994
6011-6500-41142 IP Acute-Medicare MgdCare	5,723	0	(5,723)	(5,723)	(5,723)	5,723	34,338	(17,169)	(17 169)	17 169	5,723	(5,723)	(17 169)
6011 7010-41142 IP Acute-Medicare MgdCare	247 733	227 781	234 575	300,743	291,009	208,025	365,565	620,316	377,252	494,003	350,911	477,256	376,519
6011-7080-41142 IP Acute-Medicare MgdCare	0	0	0	0	0	0	0	0	0	3,811	0	0	0
6011-7420-41142 IP Acute-Medicare MgdCare	555,338	736,843	548,192	204,765	543,559	319 730	320,846	851,118	599,355	707,127	356,120	398,157	307,763
6011-7427-41142 IP Acute-Medicare MgdCare	118,450	86,810	127,362	93,057	63,524	83,322	147,343	181,174	132,483	99,085	110,124	70,200	62,700
1 7430-41142 IP Acute-Medicare MgdCare	0	0	0	0	0	0	0	0	0	0	0	1,080	810
7450-41142 IP Acute-Medicare MgdCare	152,470	242,594	218,597	76,779	190,940	130,080	130,611	328,191	223,586	234,309	130,701	180 622	140 130
470-41142 IP Acute-Medicare MgdCare	26,540	37,257	28 115	23,809	40,042	28,728	39,249	69,730	34,657	35,477	23,018	32,768	27,350
7600-41142 IP Acute-Medicare MgdCare	398,181	478,763	460,830	450,015	538,200	462,264	766,660	1,068,060	714,035	748,705	623,854	698,810	531,357
11 7620-41142 IP Acute-Medicare MgdCare	3,663	19,039	8,660	6,363	4,978	4,844	15,049	12,982	6,571	12,186	2,191	8,550	6,285
6011 7640-41142 IP Acute-Medicare MgdCare	3,690	7,022	5,276	2,122	3,552	3,404	3,748	7,240	1,750	2,310	248	9,844	904
6011 7650-41142 IP Acute-Medicare MgdCare	72,174	77,372	112,452	102,922	92,984	57 469	100,576	227,883	139,695	158,064	125,984	123,630	91,415
6011 7660-41142 IP Acute-Medicare MgdCare	630,849	638,695	698,402	656,257	694,432	352,710	916,428	459,660	453,067	929 607	48,830	758,733	85,292
6011 7691-41142 IP Acute-Medicare MgdCare	48,053	42,366	39,743	58,450	59,942	35,088	81,892	60,900	52,800	91,800	64,000	81,900	51,300
6011 7692-41142 IP Acute-Medicare MgdCare	0	5,615	0	0	5,615	0	0	0	0	0	0	0	0
6011 7620-41142 IP Acute-Medicare MgdCare	0	0	1,760	1,760	5,370	3,600	6,612	9,918	13,356	3,306	3,306	8,309	9,918
6011-7650-41142 IP Acute-Medicare MgdCare	53,764	43,951	54,745	58,010	84,995	57,981	104,971	350,003	(50,578)	68,732	53,383	117 453	86,915
6011 7631-41142 IP Acute-Medicare MgdCare	52,791	12,264	78,008	77,025	45,640	76,016	11,233	124,810	22,781	18,032	2,935	51,546	29,250
6011-7634-41142 IP Acute-Medicare MgdCare	39,255	34,843	23,367	33,814	29,595	59,654	27,277	42,793	74,514	42,139	83,165	69,237	120,234
6011 7640-41142 IP Acute-Medicare MgdCare	0	0	0	26,242	0	0	0	20,259	0	0	0	0	0
6011 7650-41142 IP Acute-Medicare MgdCare	25,059	5,602	14,351	10,225	33,953	42,013	10,637	77,527	34,979	75,218	30,051	43,124	34,979
6011 7660-41142 IP Acute-Medicare MgdCare	113,417	775 185	105,260	128,695	209,585	115,374	292,336	283,622	235,171	243,431	244,605	344 949	226,974
6011 7710-41142 IP Acute-Medicare MgdCare	451,078	556,565	565,983	559,970	635,506	507,913	606,824	1 451 666	427,285	723,833	403,403	637,857	444,139
6011 7720-41142 IP Acute-Medicare MgdCare	227,131	176,694	157 745	231 149	306,589	193,243	399,725	911 666	251,586	257,919	323,919	349,033	206,552
6011 7730-41142 IP Acute-Medicare MgdCare	0	0	0	0	0	0	0	3,844	3,360	0	0	3,360	0
6011 7740-41142 IP Acute-Medicare MgdCare	149,634	78,890	143,594	87,143	112,772	107 946	118,262	267,480	98,454	98,560	59 160	82,010	125,310
6011 7760-41142 IP Acute-Medicare MgdCare	20,886	69 193	60,810	39,027	47,575	52,095	59,979	70,393	91 424	35,009	18,251	122,794	69 459
6011 7770-41142 IP Acute-Medicare MgdCare	60,838	49,251	46,814	44,772	49,427	56,376	54,067	60,321	61,618	60,251	62,146	72,769	56 428
6011 7780-41142 IP Acute-Medicare MgdCare	34,859	18,847	16,255	18,311	21,103	21,053	15 407	53,524	25,316	12,545	19,548	34 454	25,669
6011 7790-41142 IP Acute-Medicare MgdCare	23,743	23,574	17,328	25,222	26,118	23 410	30,111	44 123	39 460	43,593	29,284	39 120	30,018
6011-7870-41142 IP Acute-Medicare MgdCare	0	233	1,624	1,214	514	171	0	0	0	0	0	0	0
6011 7871-41142 IP Acute-Medicare MgdCare	18,638	26,356	11,657	13,672	10,669	18,827	14,275	17 489	15,160	13,596	15,233	22,445	9,488
Total Medicare MgdCare	6,277,272	8,733,192	8,459,881	8,072,806	7,052,952	6,057,550	8,870,200	14,388,437	7,470,686	8,242,525	6,359,912	8,107,521	6,748,850
Med-Cal:													
6011-6010-41151 IP Acute-Medi-Cal	116,650	69,896	93,328	9,201	524,478	372,328	68,266	138,009	138,092	127 634	23,332	303,745	93,328
6011-6170-41151 IP Acute-Medi-Cal	184 000	0	0	0	0	0	0	0	0	0	0	0	0
6011-6171-41151 IP Acute-Medi-Cal	155,618	92,010	119,813	238,226	138,814	312,504	320,026	64 027	262,022	64 027	211,823	9,201	0
6011-6172-41151 IP Acute-Medi-Cal	9,201	0	55,206	184,020	9,201	119,813	193,221	230,025	312,834	92 016	9,201	268,839	138 013
6011-6178-41151 IP Acute-Medi-Cal	361,226	113,049	9,201	156,845	370,051	541,897	335,220	397,654	115,022	271 439	331,236	92,010	193,221
6011-6179-41151 IP Acute-Medi-Cal	245,828	243,555	311,069	111,740	239,969	357,789	801,872	217 453	141,316	180,432	294,564	120,941	257,032
6011-6500-41151 IP Acute-Medi-Cal	0	0	(5,723)	5,723	0	0	0	0	5,723	0	0	0	0
6011 7010-41151 IP Acute-Medi-Cal	101,952	76,060	72,222	66,067	141,647	134,539	197,536	124,697	69,042	104,765	116,818	108,550	148,760
6011 7420-41151 IP Acute-Medi-Cal	4,978	0	0	63,910	62,637	18,374	321 186	0	18,133	18,703	94,299	179 709	85,680
6011 7427-41151 IP Acute-Medi-Cal	0	0	22,025	47 199	33,896	11,088	96,025	0	9,435	7,992	39,739	39,885	22,012
6011 7430-41151 IP Acute-Medi-Cal	0	0	0	0	0	0	0	0	0	0	0	270	405
6011-7450-41151 IP Acute-Medi-Cal	18,600	19 468	17 454	48,045	76,250	29 148	108,757	1 735	10,812	5,952	64,332	48,732	23 436
6011 7470-41151 IP Acute-Medi-Cal	8,062	3,244	2,230	4,585	13,691	12,211	15,840	9,536	14,701	8,005	7,294	8,193	12,948
6011 7600-41151 IP Acute-Medi-Cal	153,715	100,820	96,891	134,200	268,223	271,097	379,540	248,366	182,643	173,812	217,736	198,336	202,574
6011 7620-41151 IP Acute-Medi-Cal	648	6,822	2,372	5,888	2,673	3,745	7,314	778	1 039	2,106	7,290	5,883	3,168
6011 7640-41151 IP Acute-Medi-Cal	0	2,650	250	250	2,274	750	5,250	7,342	0	124	1,310	500	750
6011 7650-41151 IP Acute-Medi-Cal	41,585	0	20,306	20,306	41,974	46,285	43,365	10,568	18,202	32,004	29,574	21,810	58,912
6011 7660-41151 IP Acute-Medi-Cal	553,365	51,324	105,972	0	353,500	100 714	84,654	69,459	158,427	73,277	98,067	93,926	257,115
6011 7691-41151 IP Acute-Medi-Cal	17,544	11,696	6,772	10,965	31 433	28,509	37,403	12,800	15,300	13,500	9,000	16,200	28,100
6011 7692-41151 IP Acute-Medi-Cal	0	0	0	0	5,615	0	5,051	0	0	0	0	0	0
6011 7620-41151 IP Acute-Medi-Cal	0	0	0	0	1,760	0	3,306	0	3,324	0	0	0	0
6011 7630-41151 IP Acute-Medi-Cal	12,545	12,176	17,460	23 140	29,348	33,383	52,744	20,241	8,405	10,621	41,003	23,145	31 108
6011 7631-41151 IP Acute-Medi-Cal	22,299	18,115	12,321	30,604	49,234	9 108	40,715	120,424	5,388	5,269	14,063	10,888	0
6011-7634-41151 IP Acute-Medi-Cal	13,215	(576)	144	10,044	13,244	24,912	11,680	8,953	0	0	12,959	24,857	21,337
6011 7640-41151 IP Acute-Medi-Cal	438	0	0	0	0	0	0	0	0	0	0	0	0
6011-7650-41151 IP Acute-Medi-Cal	10,741	0	7,314	19 457	10,424	14,041	52,605	43,501	0	17,169	0	12,700	11,777
6011-7660-41151 IP Acute-Medi-Cal	59,284	52,393	11,704	34,559	73,114	61,544	100,292	41,982	28,522	26,828	69,830	69,484	111,809
6011-7710-41151 IP Acute-Medi-Cal	126,547	75,457	124,374	143,029	283,095	303,900	286,752	218,174	442,599	126,405	122,356	153,128	134,395
6011 7720-41151 IP Acute-Medi-Cal	83,001	13,927	1,737	12,960	201,412	214,633	149,245	99,017	70,525	34,883	22,905	123,715	104,747
6011 7730-41151 IP Acute-Medi-Cal	0	406	0	0	0	0	0	0	0	0	0	0	0
6011 7740-41151 IP Acute-Medi-Cal	71,764	15,378	45,134	51,260	55,386	71,764	91,982	148,600	118,280	52,010	69 440	7,430	0
6011 7760-41151 IP Acute-Medi-Cal	0	9,528	40 456	25,840	9,538	19,500	35,830	32,615	8,591	10,050	41 430	0	19,386
6011 7770-41151 IP Acute-Medi-Cal	12,147	8,888	3,794	2,345	7,486	21,223	13,011	8,823	11,420	3,504	12,437	11,831	9,052
6011 7780-41151 IP Acute-Medi-Cal	4 601	0	8,689	3,942	8,354	12,948	6,333	3,852	9,810	5,074	4,272	5,832	1,531
6011 7790-41151 IP Acute-Medi-Cal	7,451	5,577	0	1,763	5,096	4,159	4,575	4 523	8,204	3,151	7,248	4,548	3,198
6011 7870-41151 IP Acute-Medi-Cal	0	0	78	937	203	274	0	0	0	0	0	0	0
6011-7871-41151 IP Acute-Medi-Cal	0	1,607	3,833	2,226	11 471	13,830	5,158	9,396	1,972	0	4,787	9,074	0
6011-7881-41151 IP Acute-Medi-Cal	0	0	0	0	0	0	0	0	0	690	0	0	0
Total Medi-Cal	2,427,930	1 010 916	1,255,699	1,514,708	3,137,371	3,268,840	3,806,622	2,372,415	2,129,298	1,472,974	1,974,103	1,897 135	1,982,412
-Cal MgdCare:													
10-41153 IP Acute-Medi-Cal MgdCare	698,976	254,694	258,652	466,868	656,616	906,991	820,952	600 946	477 954	935,845	527 701	571,142	419,078
170-41152 IP Acute-Medi-Cal MgdCare	202,765	0	0	0	0	0	0	0	0	0	0	0	0
-7171-41152 IP Acute-Medi-Cal MgdCare	620,497	806,626	553,371	570,462	322,035	496,854	697,295	1,810,176	1,058,106	958,106	496,854	9,201	0
6011-6172-41152 IP Acute-Medi-Cal MgdCare	268,528	653,271	450,849	450,849	303,533	110,412	414,045	239,225	248,437	423,245	238,225	488,010	368,040
6011-6178-41152 IP Acute-Medi-Cal MgdCare	630,165	776,986	497,045	682,124	630,335	447,605	726,310	901 793	617,894	584,273	618,497	1,030,812	670,462
6011-6179-41152 IP Acute-Medi-Cal MgdCare	692,768	530,433	427,894	577 747	640,300	709,217	595,504	883,391	496,911	916,868	1 050,368	817,011	697,477

Verity Healt Systems
Seton Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
6011-6600-41152 IP Acute-Medi-Cal MgdCare	0	5,723	(5,723)	11,445	(11,445)	0	5,723	0	0	5,723	(11,445)	34,338	(34,338)
6011 7010-41152 IP Acute-Medi-Cal MgdCare	318,043	348,528	397,264	322,400	227,382	216,600	333,765	467,479	324,605	443,699	447,907	620,695	333,670
6011 7400-41152 IP Acute-Medi-Cal MgdCare	731,288	652,410	535,843	643,409	477,453	91,144	366,336	227,578	437,917	227,922	439,142	777,725	139,379
6011 7427-41152 IP Acute-Medi-Cal MgdCare	128,699	44,224	240,658	82,891	113,300	44 120	66,068	116,308	58,376	76,488	201,928	163,878	47 166
6011 7430-41152 IP Acute-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	0	0	2,700	640
6011 7450-41152 IP Acute-Medi-Cal MgdCare	212,641	53,970	265,628	207,578	234 117	108,765	129,233	113 068	214,515	106,449	271,109	277,390	75,640
6011 7470-41152 IP Acute-Medi-Cal MgdCare	35,479	33,496	25,715	27,993	33,202	34,514	32,295	51,411	19,859	29,148	38,500	29 435	31,010
6011 7600-41152 IP Acute-Medi-Cal MgdCare	693,231	598,768	439,650	654,892	452,841	412,993	660,718	945,842	554,062	674,003	801,309	797,251	600,251
6011 7620-41152 IP Acute-Medi-Cal MgdCare	20,997	14,293	9,248	18,574	16,554	9 709	4,969	8,391	18,705	9 640	16,321	10,278	5,217
6011 7640-41152 IP Acute-Medi-Cal MgdCare	4,830	3,750	3,194	3,500	2,184	1,624	3,312	1,000	2,715	912	9,884	3,374	3,000
6011 7650-41152 IP Acute-Medi-Cal MgdCare	87,455	62,570	71,780	61 482	40,792	57,745	66,960	103,085	64,939	113,419	110,515	63,388	66,749
6011 7670-41152 IP Acute-Medi-Cal MgdCare	723,845	131,663	254 144	433,977	644,765	251,014	61 442	241,834	90,933	222,507	1,157,763	194,036	461,034
6011 7691-41152 IP Acute-Medi-Cal MgdCare	48,248	44,591	39 474	62,632	32,895	43,129	47,586	59 400	52,200	65 700	73,800	70,200	45,900
6011 7692-41152 IP Acute-Medi-Cal MgdCare	11,030	5,618	0	0	0	0	0	0	0	6,051	0	0	6,051
6011 7620-41152 IP Acute-Medi-Cal MgdCare	0	1,700	1,700	0	7,100	0	20,700	3,306	3,306	5,612	3,306	2,480	3,306
6011 7630-41152 IP Acute-Medi-Cal MgdCare	75,258	57,949	90,952	84,266	96,043	52,130	77,982	138,898	(5,971)	99,886	74,852	94,913	64,553
6011 7631-41152 IP Acute-Medi-Cal MgdCare	51,643	37,014	51,261	29,511	10,079	57,940	57,424	43,128	33,042	25,821	116,300	67,760	19,771
6011 7634-41152 IP Acute-Medi-Cal MgdCare	48,772	79 144	24,813	43,655	55,481	47,779	74,740	53,057	35,477	52,576	43,938	77,318	34,305
6011 7640-41152 IP Acute-Medi-Cal MgdCare	41,658	3,698	25,652	28,057	0	0	0	34,000	31,110	15,222	0	30,268	31,544
6011 7650-41152 IP Acute-Medi-Cal MgdCare	53,321	9,377	28,935	34,319	27,830	16,771	17,265	58,422	25,308	53,622	85,793	26,051	20,200
6011-7680-41152 IP Acute-Medi-Cal MgdCare	186,795	250 814	155,622	141,643	173,287	188,277	221,171	329,258	96,855	242,196	250,314	325,652	192,594
6011-7710-41152 IP Acute-Medi-Cal MgdCare	535,550	532,204	518 971	717 154	559,073	411 942	532,521	699,578	370,422	668,163	692,627	697,323	392,312
6011-7720-41152 IP Acute-Medi-Cal MgdCare	388,590	198,591	107,896	205,203	291,537	363,575	274,652	577,658	298,057	496,287	360,670	294,235	803,443
6011-7740-41152 IP Acute-Medi-Cal MgdCare	35,882	128,150	102,520	64,813	41,090	128,150	54,832	130 410	104,920	227,760	195,760	153,460	89,180
6011-7760-41152 IP Acute-Medi-Cal MgdCare	79,191	86,896	74,202	59,126	21,802	35,870	24,547	61,436	57,997	65,166	182,552	49,206	61,850
6011 7770-41152 IP Acute-Medi-Cal MgdCare	60,943	45,039	38,141	30,740	36,803	17,701	37,249	45,913	29,574	31,332	33,615	45,932	30,269
6011 7780-41152 IP Acute-Medi-Cal MgdCare	4 768	10,005	8,898	13,469	6,442	9,006	28,877	24,783	6,140	5,267	8,312	28,767	20,037
6011 7790-41152 IP Acute-Medi-Cal MgdCare	24,918	17,480	18,754	11,735	10,013	9,304	18,535	14,570	11,273	13,864	13,860	31,282	12,864
6011 7570-41152 IP Acute-Medi-Cal MgdCare	658	891	392	445	2,115	34	0	0	0	0	697,323	0	0
6011 7671-41152 IP Acute-Medi-Cal MgdCare	18 493	25,329	18,075	8,836	8,878	18,201	18,968	15,513	18,519	32,857	18 150	25,781	4,257
Total: Medi-Cal MgdCare	7,988,747	6,084,310	5,678,166	6,839,807	6,791,469	5,396,717	6,473,899	9,191,041	6,798,357	7,720,666	9,837,221	7,818,336	4,842,520
Other Indigent:													
6011 7691-41181 IP Acute-Other Indigent	0	0	0	0	0	0	0	0	200	0	0	0	0
6011 7630-41181 IP Acute-Other Indigent	0	0	0	0	0	0	0	0	(200)	0	0	0	0
Total: Other Indigent	0	0	0	0	0	0	0	0	200	0	0	0	0
Other:													
6011-6310-41181 IP Acute-Other	127,930	59,995	139,922	127,930	46,654	23,332	93,325	69,993	244,424	93,328	279,984	139,992	122,529
6011-6771-41181 IP Acute-Other	0	0	0	0	0	0	9,201	0	0	0	0	0	0
6011-6172-41181 IP Acute-Other	0	0	0	18,402	0	0	0	0	0	0	0	0	0
6011-6178-41181 IP Acute-Other	44,686	0	0	55,570	11 174	0	0	0	11,174	0	9,201	0	9,201
6011-6179-41181 IP Acute-Other	0	0	0	0	0	0	0	0	11,174	0	22,348	22,348	0
6011-6300-41181 IP Acute-Other	(501,551)	925,919	(992,813)	327,972	160,779	(236,960)	1,158,835	(223,518)	(555,156)	704,573	(23,957)	(1,130,252)	155,612
6011 7010-41181 IP Acute-Other	86,552	6,089	8,451	37,915	6,388	0	11,253	32,181	18,809	0	28,903	23,379	88,818
6011-3420-41181 IP Acute-Other	121,252	0	0	4,573	4,573	0	0	4,573	0	0	137,252	0	9,145
6011-3450-41181 IP Acute-Other	40,871	0	0	0	0	0	0	0	0	0	40,799	0	0
6011 7470-41181 IP Acute-Other	9 197	86	8,177	10,864	2,113	84	1,511	12,503	1 413	848	7,383	3,077	8 485
6011 7600-41181 IP Acute-Other	75,813	15,328	34,713	64,068	18,374	0	12,163	41,082	27,052	20,577	66,211	39,806	63,821
6011 7620-41181 IP Acute-Other	778	0	0	0	0	0	0	0	0	0	778	0	1,556
6011 7640-41181 IP Acute-Other	0	0	250	500	0	0	0	500	0	0	0	500	0
6011 7650-41181 IP Acute-Other	20,396	8,483	10,168	20,336	10,168	6,089	8,099	5,334	32,004	15,002	37,338	28,670	10,668
6011 7670-41181 IP Acute-Other	258 590	54,476	83,305	572,576	191,387	66,833	217,934	102,607	812,307	257,681	757,718	520,229	178,229
6011 7691-41181 IP Acute-Other	5,948	4,386	3,655	13,276	4,386	731	1,462	9,900	14,400	5,900	18,000	16,200	9,900
6011 7630-41181 IP Acute-Other	6,004	556	4,152	10,365	556	556	4,997	12,888	(1,388)	3,614	9,074	2,004	5,980
6011 7631-41181 IP Acute-Other	0	0	0	0	0	0	5,411	0	0	0	0	0	0
6011 7634-41181 IP Acute-Other	0	6,117	0	8,022	0	0	0	0	0	0	0	13,048	0
6011 7650-41181 IP Acute-Other	0	0	0	4,555	0	0	0	8,350	0	0	0	0	0
6011 7680-41181 IP Acute-Other	0	13,706	0	10,055	7,002	0	18,084	17,052	14,978	3,988	3,988	0	0
6011 7710-41181 IP Acute-Other	140,031	1,226	47,435	134,735	24,404	70,301	31,570	22,569	95,104	24,522	66,737	42,761	52,560
6011 7720-41181 IP Acute-Other	61,658	0	36,333	12,994	117	20 111	29 174	36,612	0	1,295	66,439	27,354	23,085
6011-7740-41181 IP Acute-Other	0	0	0	0	0	0	0	14,850	0	0	0	7,430	0
6011-7760-41181 IP Acute-Other	0	0	0	5,370	0	0	0	0	0	0	0	0	5,000
11-7770-41181 IP Acute-Other	0	2	0	0	0	0	0	0	1,259	0	0	0	0
-7780-41181 IP Acute-Other	0	0	0	0	0	0	0	0	1,844	0	0	1,005	0
7570-41181 IP Acute-Other	162	0	99	0	0	0	0	0	0	0	0	0	0
7671-41181 IP Acute-Other	0	0	0	1,772	2,364	0	0	0	0	0	0	0	0
Total: Other	498,606	1,177,350	(205,938)	1,525,198	483,397	(19,813)	1,600,662	60,121	846,690	1,133,126	1,578,018	(244,471)	707,290
Total Acute	**62,282,999**	**57,127,337**	**59,500,214**	**58,921,891**	**64,637,795**	**59,768,357**	**71,712,146**	**67,470,254**	**63,881,060**	**72,940,124**	**62,729,911**	**62,788,353**	**51,578,038**
SNF:													
Comm MgdCare:													
6011-6580-41223 SNF-Comm MgdCare	189 590	195,193	195,393	189,090	195,293	302,544	195,393	195,393	58,727	15,909	189,090	340,362	497,937
6011 7470-41223 SNF-Comm MgdCare	8,845	10,565	13,842	15,141	14 143	14,024	4,266	3,966	4,203	968	7,524	18,510	22,810
6011 7600-41223 SNF-Comm MgdCare	11,310	7,297	8,211	8,971	7 721	18 105	21,937	31,914	18,221	1,338	21,239	31,058	37,533
6011 7691-41223 SNF-Comm MgdCare	0	0	0	0	0	731	0	0	0	900	0	0	900
6011-7630-41223 SNF-Comm MgdCare	556	556	556	1,112	556	1,112	1,390	2,782	(99)	0	1,396	1,396	2,193
6011 7600-41223 SNF-Comm MgdCare	0	0	0	0	0	0	0	0	0	0	0	9,169	0
6011 7710-41223 SNF-Comm MgdCare	21 191	5,805	24,035	17,259	25,373	22,806	4,945	7,853	15 491	3,839	15,332	25,453	27,618
6011 7720-41223 SNF-Comm MgdCare	65,972	147,422	159,297	179,729	192,328	145,953	6	23 155	43,141	15,588	198,897	311,171	313,393
6011 7770-41223 SNF-Comm MgdCare	0	0	0	0	0	433	0	0	0	0	5,491	2,070	5,501
6011-7780-41223 SNF-Comm MgdCare	0	0	0	0	0	0	0	0	0	0	13,724	5,441	13,279
6011 7780-41223 SNF-Comm MgdCare	0	0	0	0	0	418	0	0	0	0	2,701	528	1,698
6011 7671-41223 SNF-Comm MgdCare	0	0	0	0	0	2,225	0	0	0	0	0	0	2,372
Total: Comm MgdCare	326,764	377,059	432,334	410,842	433,570	511 362	227 943	265,063	137,486	44,540	457 654	745,078	927 931
WC Comp:													
6011-6580-41231 SNF-WC	0	0	0	0	0	0	0	0	0	0	0	0	8,130
6011-7710-41231 SNF-WC	0	0	0	0	0	0	0	0	0	0	0	0	3,166
Total: WC Comp	0	0	0	0	0	0	0	0	0	0	0	0	11,296
Medicare:													
6011-6580-41241 SNF-Medicare	2,139 481	2,291,334	2,366,979	2,337,579	2,251,285	2,495,215	2,918,776	2,879 684	1,891,350	2,062,209	1,983,811	1,765,979	1,891,130
6011-6580-41241 SNF-Medicare	0	0	0	0	0	0	0	0	0	0	0	0	29,429
6011 7620-41241 SNF-Medicare	0	0	0	0	237	0	0	0	0	0	0	0	0
6011 7470-41241 SNF-Medicare	75,324	69,861	76,197	77,219	61 135	85,351	81,077	75,597	49,855	47,521	82,455	46,831	53,891
6011 7600-41241 SNF-Medicare	69,823	53,648	69,348	77,213	72,813	85,327	119,900	126,337	85,053	79,076	69,010	73 436	69,947
6011 7600-41241 SNF-Medicare	0	0	0	0	0	0	0	5,334	0	0	0	0	0
6011 7691-41241 SNF-Medicare	0	0	0	1 462	1,462	0	900	0	0	0	900	0	1 800
6011 7600-41241 SNF-Medicare	2,698	1,898	2,710	5,110	3,892	2,075	8,205	3,490	898	698	1,599	1,301	2,094
6011 7631-41241 SNF-Medicare	0	135	0	0	0	2,768	2,052	0	0	0	135	0	0
6011-7680-41241 SNF-Medicare	0	0	0	0	0	0	9,050	0	0	0	0	0	5,188
6011 7710-41241 SNF-Medicare	182,213	135,048	160,169	181,896	192,164	131,041	164,190	159,949	91,821	89,732	127,828	65,488	80,791
6011 7720-41241 SNF-Medicare	864,059	1,090,107	1,170,477	1,043,865	1,441,041	1,343,865	1,870,851	1,803,743	1,205,871	1,112,159	1 188,637	1,192,274	1,209,204
6011 7770-41241 SNF-Medicare	2,932	1,055	4,929	3,768	1 142	483	5,738	2,549	0	0	593	0	4,790
6011 7780-41241 SNF-Medicare	14,210	8,559	10,000	19,266	13,410	4,276	8,170	0	5,653	0	4,496	1,578	13,132
6011 7780-41241 SNF-Medicare	2,657	1,090	1 183	8,494	3,600	2,739	956	0	956	0	956	926	7 765
6011-7570-41241 SNF-Medicare	0	0	0	10	3	0	0	0	0	0	0	0	0
6011-7671-41241 SNF-Medicare	0	0	0	4 452	4,452	2,225	2,372	2,372	0	0	2,372	0	4,744
Total: Medicare	3,418,377	3,652,461	3,760,981	3,757,631	4,194,240	4,129,411	5,179,527	4,667,130	3,341,757	3,410,394	3,469,532	3,167,991	3,480,933
Medicare MgdCare:													
6011-6580-41242 SNF-Medicare MgdCare	171,870	177,599	177,899	171,870	137,496	0	0	0	0	0	0	0	0
6011-6580-41242 SNF-Medicare MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	20,325
6011-7470-41242 SNF-Medicare MgdCare	5,358	5,563	4,691	5,145	3,669	0	0	0	0	0	0	0	0
6011-7600-41242 SNF-Medicare MgdCare	13 184	15,746	5,930	5,932	3,250	0	0	0	0	0	0	0	3,575
6011 7630-41242 SNF-Medicare MgdCare	0	556	0	0	0	0	0	0	0	0	0	0	0
6011 7710-41242 SNF-Medicare MgdCare	8,714	13,059	9,228	8,563	8,297	0	0	0	0	0	0	0	1,764
6011 7720-41242 SNF-Medicare MgdCare	103,168	104,145	102,894	89,978	79,730	0	0	0	0	0	0	0	0
6011 7770-41242 SNF-Medicare MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	2,990
6011-7780-41242 SNF-Medicare MgdCare	0	0	2,913	0	0	0	0	0	0	0	0	0	2,129
6011 7780-41242 SNF-Medicare MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	2,044
Total: Medicare MgdCare	303,274	316,671	302,844	290,340	228,442	0	0	0	0	0	0	0	32,827
Medi-Cal:													
6011-6580-41251 SNF Medi-Cal	3,473,406	3,694,852	3,468,922	2,922,178	3,233,285	3,106,055	3,040,177	3,313,559	3,148,798	3,623,609	3,578,943	3,617 194	3,578,217
6011 7470-41251 SNF Medi-Cal	101 045	106,702	105,006	83,887	65,176	79,501	83,266	86,761	87,055	98 178	87,325	107,584	111,418
11-7600-41251 SNF Medi-Cal	62,735	60,809	61,952	66,572	69,510	68,642	87 436	116,631	87,505	129,478	143,270	178,471	218,077
7620-41251 SNF Medi-Cal	0	0	0	0	323	0	0	0	0	0	0	0	0
91-41251 SNF Medi-Cal	0	0	0	1 462	0	0	0	1,800	0	900	900	1 800	900
30-41251 SNF Medi-Cal	1,804	856	7,529	1 762	2,760	0	1,062	11,250	(2,457)	7 137	3,395	4,895	5,555
-7631-41251 SNF-Medi-Cal	135	678	3,151	2,052	0	0	0	3,124	0	135	0	135	0
6011-7680-41251 SNF Medi-Cal	0	0	0	0	4,055	0	0	0	0	0	0	0	5,440
6011-7710-41251 SNF Medi-Cal	174,004	128,683	137,000	118,452	142,607	143,054	131,752	157 773	151,118	178,532	182,174	187,554	183,330
6011-7720-41251 SNF Medi-Cal	1,247,812	1,276,222	1,219 002	1 043 171	943,184	941,542	1,203,735	1 940 934	2,006,443	2,062,378	2,029,783	1,941,972	2,060,018

Verity Healt Systems
Seton Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
6011-7760-41251 SNF Medi-Cal	0	0	0	0	0	0	0	0	0	0	0	224	0
6011 7770-41251 SNF-Medi-Cal	0	0	211	0	0	0	0	575	0	5,029	0	2,704	1,214
6011-7780-41251 SNF-Medi-Cal	727	0	0	0	0	0	0	0	7,801	3,006	21 150	8,302	545
6011-7790-41251 SNF-Medi-Cal	0	0	0	0	0	0	0	556	0	4,880	422	1 112	556
6011 7670-41251 SNF-Medi-Cal	7	0	0	0	0	0	0	0	0	0	0	0	0
6011 7571-41251 SNF-Medi-Cal	0	0	0	0	2,226	0	0	2,372	0	2,372	0	0	0
Total Medi-Cal	8,082,197	8,177,468	8,018,984	4,223,893	4,483,076	4,339,624	4,648,310	8,696,933	5,614,454	8,113,140	6,064,382	8,081,939	8,185,076
Medi-Cal MgdCare:													
6011-6560-41252 SNF Medi-Cal MgdCare	2,106,891	2,177,959	2,149,323	1,872,830	2,126,913	1,993,437	2,131,529	2,131,529	2,184,227	2,363,856	2,234,540	2,473,006	2,034 666
6011-6580-41252 SNF-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	8,130
6011-7420-41252 SNF Medi-Cal MgdCare	0	0	0	0	0	0	0	0	237	0	0	0	0
6011-7470-41252 SNF-Medi-Cal MgdCare	57,605	71,288	59 147	57 126	70,603	66,887	66,532	67,300	68,960	61 186	65,554	79 161	66,499
6011-7500-41252 SNF-Medi-Cal MgdCare	36,821	47,318	48,645	45,704	36,448	32,359	33,906	40,686	66,149	56,482	42,264	52,512	38,507
6011-7520-41252 SNF-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	0	490	0	0
6011-7560-41252 SNF-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	0	5,334	0	0
6011-7591-41252 SNF-Medi-Cal MgdCare	0	731	0	731	0	0	0	0	930	932	930	930	930
6011 7630-41252 SNF-Medi-Cal MgdCare	555	2,224	1,030	555	555	3,244	2,036	6,406	1,301	2,537	1,899	3,891	2,037
6011 7631-41252 SNF-Medi-Cal MgdCare	0	0	0	0	0	2,052	1,017	0	135	0	0	0	0
6011 7634-41252 SNF-Medi-Cal MgdCare	0	0	0	0	0	0	8,963	0	0	0	0	0	0
6011 7660-41252 SNF Medi-Cal MgdCare	0	0	0	0	0	0	0	8,189	0	8,830	8,026	0	0
6011-7710-41252 SNF-Medi-Cal MgdCare	173,705	194,200	192,953	155,594	104,692	118,153	119 786	103,268	150,353	167,583	134,900	135,482	103,264
6011 7720-41252 SNF-Medi-Cal MgdCare	1 101,370	1,089,595	1,111,130	977 028	1,051,905	1,042,024	1,360,843	1,324,015	1,343,343	1,551,365	1 461,673	1,516,761	1,070,371
6011 7770-41252 SNF-Medi-Cal MgdCare	1,765	8,231	3,855	559	0	2,922	1,375	5,806	7,148	3,338	1,393	696	0
6011-7780-41252 SNF Medi-Cal MgdCare	921	0	2,838	6,812	9,811	11,957	8,584	12,765	15,004	15,151	23,152	3,130	0
6011 7790-41252 SNF Medi-Cal MgdCare	0	1,921	0	0	0	2,053	0	0	1,803	1 188	0	525	0
6011-7671-41252 SNF-Medi-Cal MgdCare	2,226	2,225	0	0	0	2,225	0	0	4,744	0	0	0	0
Total Medi-Cal MgdCare	3,491,112	3,692,862	3,579 849	3,228,759	3,382,899	3,279,323	3,763,573	3,705,988	4,031,339	4,233,336	3,998,537	4,265,939	3,314,004
Total SNF	**12,621,705**	**13,118,643**	**13,111,791**	**11,961,026**	**12,723,153**	**12,245,819**	**13,821,453**	**14,258,093**	**12,226,063**	**13,601,411**	**13,220,188**	**14,226,884**	**13,831,556**
Total Gross Inpatient Revenue	**74,904,704**	**70,243,980**	**72,612,005**	**70,572,916**	**77,260,893**	**72,011,278**	**88,533,699**	**101,735,347**	**76,476,123**	**88,741,635**	**76,648,497**	**77,014,207**	**88,509,591**
Gross Outpatient Revenue:													
Outpatient:													
Default O/P Acct:													
6011-6170-44000 MS-OP Revenue Default	0	0	0	0	0	0	0	0	0	1,805	0	0	0
6011-6172-44000 SiAcctsO/P Revenue Default	0	2,838	0	0	0	0	0	0	0	0	0	0	0
6011-6178-44000 TransP-O/P Revenue Default	0	0	1,086	0	0	0	0	0	0	1,086	0	0	0
6011-6179-44000 OtherS-O/P Revenue Default	0	0	640	0	0	0	0	0	0	0	0	0	0
Total Default O/P Acct	0	2,838	1,726	0	0	0	0	0	0	2,891	0	0	0
Self Pay:													
6011-6010-44501 O/P-Self Pay	0	0	0	0	0	0	0	17,270	0	0	0	0	0
6011-6171-44501 O/P-Self Pay	0	0	0	0	15,012	5,255	0	0	0	0	8,757	0	0
6011-6172-44501 O/P-Self Pay	0	15,012	9,174	24,503	10,880	26,585	21,257	2,919	0	24,511	19,765	47,955	27,106
6011-6178-44501 O/P-Self Pay	2,085	41,283	0	0	0	7,089	0	13,429	16,263	0	0	22518	36,029
6011-6179-44501 O/P-Self Pay	0	12,510	0	0	7,089	50 455	417	0	0	0	0	0	0
6011-7010-44501 O/P-Self Pay	358,612	318,117	407,528	392,350	499,813	395,865	453,303	502,127	434,055	420,337	381,608	434,057	410,757
6011 7072-44501 O/P-Self Pay	0	0	484	0	0	0	0	0	0	0	0	0	0
6011-7080-44501 O/P-Self Pay	0	0	0	552	0	0	0	3,811	0	0	0	0	0
6011 7420-44501 O/P-Self Pay	0	34,827	55,150	37,253	61,299	0	24,372	10,372	23,203	0	0	29,393	166,926
6011 7427-44501 O/P-Self Pay	0	11,005	14 148	29,738	6,298	0	17,202	0	11,005	0	0	9,435	21,998
6011 7430-44501 O/P-Self Pay	0	0	17,613	100,842	110,325	188,689	71,342	143,104	8,733	248,773	70,945	143,879	106,524
6011 7450-44501 O/P-Self Pay	0	17,620	17,614	53,662	118,054	154,504	58,554	113,838	17,618	170,372	58,782	108,252	112,468
6011 7470-44501 O/P-Self Pay	7,020	8,112	13,500	7 738	13,659	8,363	7,303	8,065	8,439	4,930	5,624	7,065	12,311
11 7500-44501 O/P-Self Pay	70,368	63,570	84,760	92,351	117,202	83,520	89,397	88,927	86,062	84,006	76,597	130,973	128,464
7520-44501 O/P-Self Pay	0	2,149	0	3,984	540	778	3,112	1,556	2,587	3,112	(1,556)	0	1,629
J40-44501 O/P-Self Pay	0	0	0	0	99	257	0	0	0	0	0	0	0
-7560-44501 O/P-Self Pay	0	0	0	0	0	5,059	0	0	5,334	0	0	0	0
1 7570-44501 O/P-Self Pay	0	0	0	0	0	0	0	49,573	0	0	0	0	0
6011 7591-44501 O/P-Self Pay	19,737	19,737	25,585	10,234	27,778	19,737	17,662	24,300	22,400	12,600	12,600	24,300	23,400
6011-7592-44501 O/P-Self Pay	0	5,518	0	0	5,518	0	0	6,001	0	0	0	0	0
6011 7630-44501 O/P-Self Pay	27,994	29,943	44,565	42,436	53,165	43,057	47,531	61 466	35,967	26,579	25,006	43,828	40,891
6011-7631-44501 O/P-Self Pay	0	0	0	0	0	0	0	0	0	0	2,053	0	0
6011 7634-44501 O/P-Self Pay	0	0	0	0	967	10,770	0	0	0	0	1,529	25,778	969
6011 7635-44501 O/P-Self Pay	0	0	0	0	0	708	0	1,416	0	0	708	708	708
6011 7640-44501 O/P-Self Pay	0	0	0	0	0	0	0	0	0	0	0	0	441
6011 7650-44501 O/P-Self Pay	0	0	0	0	0	0	0	0	12,700	0	0	4,565	0
6011 7660-44501 O/P-Self Pay	84,564	100,631	122,221	86,948	133,650	68,761	87,711	194,300	73,466	80 138	78,732	153,417	104,537
6011 7710-44501 O/P-Self Pay	8,883	39,641	33,503	23,853	42,948	37,838	28 101	76,843	14 485	23,559	41,257	62,468	37 488
6011 7720-44501 O/P-Self Pay	2,253	2,930	14,824	2,408	13,663	7 320	10,524	8,065	7 111	2,356	10,216	1 767	8,428
6011 7770-44501 O/P-Self Pay	0	0	0	0	0	1,781	0	0	0	0	0	1,434	1,434
6011-7790-44501 O/P-Self Pay	0	0	0	0	0	1 601	0	0	0	0	0	555	0
6011 7671-44501 O/P-Self Pay	3,314	2,394	0	2,226	0	8,376	1,007	3,479	1,007	0	0	2,372	0
Total Self Pay	595,310	709,397	861,957	908,151	1,239,488	1,133,554	948,515	1,382,295	733,257	1 132,872	789,431	1,253,026	1,271,955
Comm Ins:													
6011-6172-44521 O/P-Comm Ins	0	9,601	0	0	0	0	0	0	0	0	0	0	0
6011-6175-44521 O/P-Comm Ins	0	0	17,097	0	0	0	0	0	0	0	0	0	0
6011-6179-44521 O/P-Comm Ins	0	13,781	0	0	0	15 429	7,823	0	0	30 441	0	18,263	0
6011 7010-44521 O/P-Comm Ins	43,352	52,170	69,858	62,940	45,269	44,717	52,654	111 178	39,208	66,528	27,436	64,857	69,828
6011 7420-44521 O/P-Comm Ins	0	213	0	0	0	0	0	0	99,243	111 652	0	799	0
6011-7427-44521 O/P-Comm Ins	0	0	0	0	0	76,424	14,146	0	36,110	66,588	14,182	34,804	20,662
6011-7430-44521 O/P-Comm Ins	0	0	0	0	0	0	12,588	0	12,779	12,200	0	0	0
6011 7450-44521 O/P-Comm Ins	0	0	0	10,892	0	42,284	11,858	0	61,005	70,880	12,226	20,088	15,376
6011-7470-44521 O/P-Comm Ins	723	2,612	2,236	625	223	1,670	690	830	732	105	784	771	1,144
6011 7500-44521 O/P-Comm Ins	3,353	8,550	4,091	10,305	3,725	8,542	11,001	9,412	42,377	12,070	6,633	12,395	6,348
6011 7520-44521 O/P-Comm Ins	0	0	778	0	0	778	0	0	2,163	2,004	0	1,556	1,037
6011 7560-44521 O/P-Comm Ins	0	5,059	5,059	0	0	5,059	0	0	5,334	5,334	0	0	0
6011 7570-44521 O/P-Comm Ins	0	0	0	0	0	0	0	0	0	120,838	0	0	0
6011 7591-44521 O/P-Comm Ins	731	6,117	2,193	2,924	2,193	2,924	4,152	3,600	2,300	5,100	3,600	3,600	1,800
6011 7592-44521 O/P-Comm Ins	0	0	0	0	0	0	0	0	0	0	8,051	0	0
6011 7630-44521 O/P-Comm Ins	3,957	10 182	12,697	5,800	4,688	6,832	8,501	19,610	14,380	8,729	11,928	8,537	17,413
6011 7631-44521 O/P-Comm Ins	0	2,252	0	0	0	0	0	0	0	0	0	0	0
6011 7634-44521 O/P-Comm Ins	0	5,435	1 188	0	0	0	0	5,743	1 052	843	13,200	1,372	0
6011 7635-44521 O/P-Comm Ins	0	689	708	0	1 418	2,196	708	0	0	1,418	2,496	708	0
6011 7660-44521 O/P-Comm Ins	0	0	0	0	0	8,083	0	0	0	8,382	0	0	0
6011 7630-44521 O/P-Comm Ins	44 184	29 142	8,703	15,723	14,964	27,722	40,067	62,953	29 412	14,593	12,300	36,246	33,052
6011-7710-44521 O/P-Comm Ins	2,225	5,906	3,432	701	845	13,662	8,855	2,779	8,416	90,023	4,343	8,411	4,052
6011 7720-44521 O/P-Comm Ins	0	1 674	0	0	0	0	476	0	0	117	0	0	0
6011 7730-44521 O/P-Comm Ins	2,874	0	0	0	0	0	0	0	0	0	0	0	0
6011 7760-44521 O/P-Comm Ins	0	0	0	18,803	0	71,743	15,228	0	22,766	48,267	21,318	40,580	21,218
6011 7770-44521 O/P-Comm Ins	0	0	1,033	0	0	0	0	0	0	0	0	0	0
6011 7571-44521 O/P-Comm Ins	0	0	3,691	0	0	0	0	0	0	0	0	2,372	1,607
Total Comm Ins	103,532	153,894	121,439	129,303	73,156	324,057	218,858	219,307	373,140	695,439	141 972	261,060	221 788
Comm MgdCare:													
6011-6010-44522 O/P-Comm MgdCare	0	3,140	0	0	12,660	0	0	0	29,830	0	0	0	7,850
6011-6020-44522 O/P-Comm MgdCare	0	0	0	0	0	0	3,906	0	0	0	0	0	0
6011-6170-44522 O/P-Comm MgdCare	44,765	0	0	0	0	0	0	0	0	0	0	0	0
6011-6171-44522 O/P-Comm MgdCare	31,276	109,264	76,547	43,769	157,217	113,841	99,246	119,252	84,210	104,250	43,783	19 182	0
6011-6172-44522 O/P-Comm MgdCare	27,522	77 145	54,310	37 105	78,398	153,035	239 775	70 473	73,059	177,225	113,841	102,662	142,197
6011-6179-44522 O/P-Comm MgdCare	143,448	135,942	173,883	132,606	144 699	133,057	223,812	166,600	62,957	140,112	55,215	85,319	118,011
6011-6179-44522 O/P-Comm MgdCare	178,310	101,748	100,000	59,214	121,764	179,727	108,837	83 400	119,262	328,179	248,115	280,641	273,652
6011 7010-44522 O/P-Comm MgdCare	1,857,933	1,763,193	1,884,757	1,736,174	1 841,456	1,715,453	2,325,813	2,722,545	1,932,945	2,258,504	2,265,087	2,041,072	1,959 889
6011 7072-44522 O/P-Comm MgdCare	17,257	6,748	11,300	9 451	10,943	19,174	20,748	10,550	7,357	8,940	15 422	15,710	17,608
6011 7080-44522 O/P-Comm MgdCare	301,551	200,201	307 554	413,924	443,921	400,191	368,100	539,214	428,452	578 484	506,122	586,203	499,808
6011 7420-44522 O/P-Comm MgdCare	939 635	810,855	1 410,450	959 492	944,480	1,293,370	933,100	794,809	534,163	1,019,305	763,831	979,235	891,735
6011-7427-44522 O/P-Comm MgdCare	787,727	404,834	660,850	669,415	811,545	847,049	534 712	397,882	400,991	655,778	633,986	518,955	407,235
6011-7430-44522 O/P-Comm MgdCare	641,141	712,845	677,170	495,252	955,249	711 431	758,984	534,304	578,521	559,294	599,575	703,737	810,782
6011 7450-44522 O/P-Comm MgdCare	915,392	534,345	845,000	739,980	601,823	960,704	67 1,004	512,765	523,184	822,800	705,763	651,157	857,348
6011-7470-44522 O/P-Comm MgdCare	50,345	55,165	59,825	53,634	60,435	60,857	65,259	47,501	33,425	45,123	44,290	47,825	55,423
6011 7500-44522 O/P-Comm MgdCare	1 495,433	1,301,469	1,418,119	1,324 194	1,330,125	1,283,918	1,348,571	1,290,107	1,164,091	1,600,704	1,328,147	1,389,823	1 443,436
6011 7520-44522 O/P-Comm MgdCare	102,758	142,161	114,853	111,085	121 157	132,057	138,701	97 139	118,224	169 178	122,413	140,135	140,188
11-7540-44522 O/P-Comm MgdCare	4,310	1,124	4,874	2,000	1 124	3,280	500	1,600	4,280	1,500	1,600	1,250	2,000
0-44522 O/P-Comm MgdCare	322,573	221 415	240,837	211,357	247 115	222,199	257,303	255,688	223,934	200,736	257,842	211,861	150,020
0-44522 O/P-Comm MgdCare	2,003,842	1,312,457	1,492,877	1,335,763	1,251 031	1,683,659	1 454,795	1,388,338	455,396	1,451,004	1,006,550	1,299 712	643,498
1-44522 O/P-Comm MgdCare	239 625	201,332	234,142	209 625	191,966	190,003	247,522	277,593	238,500	262,644	197,263	230,890	227,838
-7662-44522 O/P-Comm MgdCare	60,390	63,765	63,765	63 180	104,795	104,795	52,642	54 452	48 408	121,000	84 469	94,818	84,714
6011 7620-44522 O/P-Comm MgdCare	1 760	7,100	7 100	3,580	1 790	10,740	3,306	8,918	5,012	8,072	12,087	6,812	10,530
6011 7630-44522 O/P-Comm MgdCare	552,372	455,653	521 995	468,374	544,757	506,804	706,802	668,034	551,141	603,676	581 457	630,599	583,066
6011 7631-44522 O/P-Comm MgdCare	131,768	107 109	82,284	26,302	106,806	49,335	76 425	85,969	37,273	68,002	61,878	109 150	89,797

Verity Healt Systems
Seton Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
6011 7634-44522 OP-Comm MgdCare	665,200	501,635	517,768	543,644	547,042	512,481	557,809	486,714	530,980	638,200	720,571	768,406	614,743
6011 7635-44522 OP-Comm MgdCare	396,427	362,906	271,263	283,683	376,929	385,855	316,885	393,647	309,041	402,316	444,202	416,695	418,693
6011 7645-44522 OP-Comm MgdCare	265,755	313,401	494,371	532,473	458,924	453,921	448,023	531 114	304,303	622,310	304,902	312,309	598,392
6011 7650-44522 OP-Comm MgdCare	197,643	158,364	239,781	288,486	106,929	221,833	223,635	259,908	312,599	312,599	214,571	316,333	280,689
6011 7660-44522 OP-Comm MgdCare	1,189,099	1,063,625	1,268,138	1,185,026	1 016,190	1 052,091	1,249,535	1,263,986	1,219,000	1,459,760	1,343,906	1,462,634	1 636,359
6011 7710-44522 OP-Comm MgdCare	926,026	894 029	1 018,190	1,334,853	868,119	885,539	857,520	870,317	451,274	1 126,992	998,141	1,143,072	1,211,262
6011 7720-44522 OP-Comm MgdCare	27,592	33,668	48,428	39,700	25,488	27,660	55,557	42,697	18,828	45,581	30,897	54,892	23,275
6011 7730-44522 OP-Comm MgdCare	51,361	30,761	43,177	34,215	21,269	29,745	37,917	23,060	23,798	38 419	53,133	27,581	38,840
6011 7740-44522 OP-Comm MgdCare	20,604	8,668	0	5,126	10,262	0	14,580	7,430	7,430	22,260	3,792	22,260	0
6011 7750-44522 OP-Comm MgdCare	376,342	428,038	417,856	388,841	521 973	496,047	389,076	330,435	245,223	333,219	306,455	369,015	281,935
6011 7770-44522 OP-Comm MgdCare	2,416	7,043	8,702	2,130	8,369	6,472	14,423	8,792	5,020	4,591	9,657	10 172	10,259
6011 7780-44522 OP-Comm MgdCare	0	4,365	3,653	752	2,740	2,575	1,005	4,110	4,476	2,058	1,005	3,063	2,576
6011 7790-44522 OP-Comm MgdCare	1,200	4,502	3,441	835	1,284	1,965	5,143	3,165	3,765	1,455	5,948	4,975	4,163
6011 7871-44522 OP-Comm MgdCare	79 167	76,328	111,951	62,512	63,809	69,479	62,026	68,837	52,830	77,883	72,543	66,126	62,033
6011 7881-44522 OP-Comm MgdCare	99 193	88,584	76,880	78,827	84,635	83,074	43,243	57,531	44,241	84,354	104,842	138,960	257,450
Total: Comm MgdCare	13,081,276	12,636,453	13,087,917	13,015,530	14,324,021	14,880,031	15 119,548	14,792,774	10,998,901	16,570,686	14,258,054	15,268,333	15,160,010
WIC Comp:													
6011-6170-44531 OP-WIC	50 100	0	0	0	0	0	0	0	0	0	0	0	0
6011-6171-44531 OP-WIC	0	0	0	0	0	0	0	19 152	19,152	0	0	0	0
6011-6172-44531 OP-WIC	0	0	0	0	0	12,510	16,263	0	10,008	17,514	4,170	0	7,223
6011-6176-44531 OP-WIC	0	0	0	13,763	0	0	1,251	0	0	0	0	0	29,190
6011-6179-44531 OP-WIC	0	0	0	0	0	10,842	0	0	0	0	0	0	0
6011-7010-44531 OP-WIC	71,820	89,527	81,263	91 121	69 401	85,897	102,527	96,805	76,147	103,529	119,611	103,027	134,370
6011-7060-44531 OP-WIC	(469)	500	0	0	0	0	0	692	0	0	0	0	0
6011-7120-44531 OP-WIC	134,312	64,915	220,429	185,625	47,093	77,255	48,218	180 430	238,942	228,609	42,823	72,392	105,142
6011 7427-44531 OP-WIC	140,092	37,725	97,516	89,501	47,184	58,215	45,604	97,484	106,836	111,252	44,040	72,332	89,064
6011 7430-44531 OP-WIC	9 184	16,400	20,215	44,551	0	69,427	39 448	46,824	0	0	0	270	93,440
6011 7435-44531 OP-WIC	79,526	38,688	76,396	69,993	35,706	66,340	39,712	71,187	68,713	76,740	16,252	39,578	101 194
6011 7470-44531 OP-WIC	4,620	2,715	5,319	4,335	3,519	4,284	4,757	1,098	1,864	1,053	3,093	3,472	3,179
6011 7650-44531 OP-WIC	23,440	18,548	23,153	25,017	14,839	26,231	29 140	23,061	26,597	29 126	33,348	24,451	22,631
6011 7820-44531 OP-WIC	1 020	1,327	242	252	252	0	0	0	0	0	494	1,340	549
6011-7550-44531 OP-WIC	0	0	0	5,099	0	5,099	0	0	5,334	0	0	5,334	5,334
6011 7620-44531 OP-WIC	0	0	0	0	0	0	0	0	0	0	0	45,093	0
6011 7591-44531 OP-WIC	21,930	13,153	21 199	21 199	18,391	19,005	24,803	26 100	23,400	26 100	27,800	27,800	18,900
6011 7620-44531 OP-WIC	0	0	1,790	0	0	0	0	0	0	0	0	0	0
6011-7630-44531 OP-WIC	58,194	23,452	26,897	30 105	19,003	26 152	19,914	42,123	13,110	28 405	36,599	25,511	29,857
6011 7631-44531 OP-WIC	0	0	0	0	0	0	0	0	0	0	1,818	0	0
6011 7634-44531 OP-WIC	15,235	14,734	11 184	11,014	10,331	19,266	8,881	15,702	23,883	8,783	13,463	16,662	13,735
6011 7650-44531 OP-WIC	8,315	0	5,319	0	0	0	0	0	0	0	0	11,579	5,316
6011 7660-44531 OP-WIC	10,173	10,737	3,145	17,784	15,566	35,565	36,270	23,944	47,255	59,848	17,280	63,525	43,148
6011 7710-44531 OP-WIC	84,049	7,016	43,576	59,853	29,114	45,789	39,753	46,747	59,605	28,176	22,400	29,743	35,559
6011 7720-44531 OP-WIC	0	479	0	0	0	0	117	5	0	0	0	0	0
6011 7770-44531 OP-WIC	1,817	0	0	433	0	0	1,211	1,800	983	(44)	0	0	0
6011 7790-44531 OP-WIC	0	0	0	551	0	0	821	0	0	0	0	0	0
6011 7871-44531 OP-WIC	2,226	1,607	1,607	0	1,607	9,273	1,607	0	3,214	8,586	7 193	1,607	8,586
Total: WIC Comp	765,276	339,410	651,172	699,393	295,497	669,095	436,172	701,029	717,849	733,093	389,873	544,223	740,166
Medicare:													
6011-6010-44541 OP-Medicare	0	0	12,560	0	0	26,650	0	0	0	0	0	0	0
6011-6171-44541 OP-Medicare	57,129	120,095	113,426	101,745	150,537	208,334	125,942	114,258	169,302	176,883	40,808	0	0
6011-6172-44541 OP-Medicare	9,753	116,626	142,197	85,902	88,319	76,311	63,394	102,669	119,252	131,356	57 137	143,031	178,391
6011-6176-44541 OP-Medicare	144,669	200,593	248,447	146,367	82,157	389,956	163,549	137 193	159,702	66,303	39,364	143,031	134,274
6011-6179-44541 OP-Medicare	253,981	214,338	268,550	304,410	238,022	226,014	278,270	143,031	199,809	271,467	153,047	358,960	256,038
6011 7010-44541 OP-Medicare	894,691	662,443	858,541	948,609	698,247	961,544	1,022,253	1 412,915	1,053,972	1,155,444	998,939	1,307,758	1,107,137
6011-7072-44541 OP-Medicare	4,510	3,052	13,011	9 098	4,376	7,949	2,420	3,202	8,452	3,416	14,874	5,226	13,168
6011-7080-44541 OP-Medicare	419,329	355,697	553,406	411,305	513,935	452,314	1 000,035	699,217	708,241	653,330	636,982	712,059	709,584
6011-7230-44541 OP-Medicare	0	305	0	0	0	0	0	0	0	1,534	0	0	0
6011-7420-44541 OP-Medicare	591,243	133,934	274,034	416,837	1,299,076	604,247	691,209	661,233	847 180	661,603	492,808	752,435	927,630
6011 7427-44541 OP-Medicare	364 736	136,302	237 483	362,276	542,355	282,651	367,361	358,362	385,844	359,681	353,301	390,636	381,561
6011 7430-44541 OP-Medicare	600,345	615,377	962,333	642,269	697,569	554,143	580,842	652,292	625,963	699,297	697,016	834,577	840,427
6011 7450-44541 OP-Medicare	459,994	321,172	531,110	693,729	763,133	433,065	524,457	448,575	571,100	497,554	512,697	571,403	583,753
6011 7470-44541 OP-Medicare	30,207	32,045	52,813	42,699	34,999	35,603	34,305	33,388	24,320	24,194	29,597	37,525	27,548
11 7600-44541 OP-Medicare	1,143,682	1,193,576	1,287,888	1,259,360	1,169,064	1,394,374	1,129,842	1 196,652	1,037,913	1,213,644	1 039 429	1 139,695	1,211 418
1-7620-44541 OP-Medicare	108,228	98,235	122,945	99,421	100,855	71,015	71 153	69 141	82,941	60,833	54,980	94,871	60,376
7640-44541 OP-Medicare	5,520	8,340	10,570	4,570	6,650	3,690	3,090	1,750	2,280	1,900	874	1,600	1,250
1 7660-44541 OP-Medicare	106,653	128,833	226,734	204,822	163,538	149,731	131,809	154,021	151,699	194 734	144,492	183,266	178,853
11-7670-44541 OP-Medicare	1,698,804	1,496,104	1,940,787	1,692,998	2,071 198	1,118,913	1,552,486	1,603,018	953,050	1,388 405	1,014,993	1,730,788	1,188,624
6011 7691-44541 OP-Medicare	144,835	185,774	138,894	150,906	143,473	131,535	177,146	183,475	154,406	192,866	124,338	211,040	156,866
6011-7692-44541 OP-Medicare	27,578	22,060	33,060	33,060	22,060	44,120	50,510	48 408	42,357	30,255	24,204	30,255	48,408
6011-7520-44541 OP-Medicare	3,680	5,370	10,858	0	3,650	1 780	0	5,012	6,918	9,972	0	9,918	5,475
6011-7520-44541 OP-Medicare	257,852	251,305	297,912	278,194	237,994	201,252	306,800	477,726	138,529	307 400	268,931	311,266	302,009
6011 7631-44541 OP-Medicare	63 454	133,371	200,218	212,352	194,210	157 160	225,992	152,114	34,531	122,218	78,043	89 420	150,307
6011 7634-44541 OP-Medicare	253,800	333,376	333,124	310,228	338,065	252,145	350,050	378,105	322,955	385,356	405,672	397,999	429,553
6011 7635-44541 OP-Medicare	118,450	99,472	80,355	97 142	107,252	124,815	114,659	135,509	114,521	139,643	135,958	143,368	124,192
6011 7640-44541 OP-Medicare	378,908	288,369	377,924	534,243	243,294	305,483	658,811	575,189	454,557	466,959	427,423	424,357	55,174
6011 7650-44541 OP-Medicare	263,480	248,147	279 112	160,914	193,452	124,618	200,839	202,346	202,855	293,549	192,643	320,102	272,243
6011 7660-44541 OP-Medicare	787,715	922,440	1,040,309	761,705	822,854	949,405	886,481	998,257	1,064,527	1,044,228	1,022,803	1 122,879	1 109,959
6011 7710-44541 OP-Medicare	1 102,700	1,255,349	1,750,155	1,557,076	2,031,585	1,336,608	1,333,143	624,525	1,333,783	952,474	1,441,016	1 700,585	1,588,113
6011 7720-44541 OP-Medicare	31,935	37,253	31 428	17,765	7,694	29,793	60,972	42,857	30,352	25,358	6,347	21,889	33,398
6011-7730-44541 OP-Medicare	32,857	30 145	35 454	20,818	29,740	25,208	22,534	54,874	24,321	30,381	45,615	10,758	47 414
6011-7740-44541 OP-Medicare	13,807	25 488	27,346	20,504	30,768	61,512	25 112	44,580	14,860	6,948	0	9,328	14,860
6011-7760-44541 OP-Medicare	590 112	605,102	701,457	660,817	712,308	469,339	441,428	388,398	398,795	394,738	247 143	124,112	238,686
6011-7770-44541 OP-Medicare	6,018	9,285	14,872	8,025	7 627	16,617	15,379	10,768	13 137	23,809	6,852	20,515	23,624
6011-7782-44541 OP-Medicare	5,250	2,988	0	1,370	2,376	3,431	3,189	7 890	6,808	2,378	5,903	0	368
6011 7790-44541 OP-Medicare	4,168	1,422	6,971	3,651	2,453	10,938	8,941	3,538	5,556	8,051	2,735	13,597	9,472
6011 7871-44541 OP-Medicare	150,360	110,955	80,769	44 407	58,307	67,941	63,634	45,228	43,165	49 453	68,134	73,918	83,030
6011 7881-44541 OP-Medicare	95,176	110,843	147 400	377,011	131 180	105,845	147,003	85,963	77,914	110,735	88,072	101,515	88,770
Total: Medicare	11,323,193	10,794,935	13,447,564	12,910,049	14,447,604	11,288,459	12,918,790	13,544,544	11,778,678	12,002,521	10,796,942	13,843,703	12,743,295
Medicare MgdCare:													
6011-6170-44542 OP-Medicare MgdCare	50 100	0	0	0	0	0	0	0	0	0	0	0	0
6011-6171-44542 OP-Medicare MgdCare	12,510	17,514	91,740	0	48,704	29,356	52,126	50 491	43,453	25,894	0	0	0
6011-6172-44542 OP-Medicare MgdCare	3,753	16,588	31,276	27 105	5,255	20,850	12,527	14,178	4 170	20,850	10 182	16 726	47,955
6011-6176-44542 OP-Medicare MgdCare	51,705	82,125	149,452	79,311	52,959	41,283	140,946	66,388	52,974	39,615	29,627	14,595	49,523
6011-6179-44542 OP-Medicare MgdCare	84,224	39,198	28,554	68,830	59,529	70,473	68,744	25 437	30,024	74,226	72,141	115,509	118,263
6011 7010-44542 OP-Medicare MgdCare	304,379	237,958	288,452	257,128	280,283	266,158	449,911	551,210	384 575	417,575	408,179	456,554	357 176
6011-7072-44542 OP-Medicare MgdCare	728	1,545	6,147	3,434	0	436	291	0	0	0	0	4,051	612
6011 7080-44542 OP-Medicare MgdCare	67,118	54,524	82,140	99,943	178,391	124,377	156,250	211,101	130 103	120 152	84,050	76,331	91 114
6011 7420-44542 OP-Medicare MgdCare	180,250	185,871	97,841	128,057	148,975	68,705	145,542	338,594	69,021	97,182	70,991	50,015	32,351
6011 7427-44542 OP-Medicare MgdCare	139,006	103,715	99,625	124,638	147,904	105,474	116,372	144,728	72,396	105,476	61 429	117,910	34,804
6011 7430-44542 OP-Medicare MgdCare	347,703	262,858	449,488	231,889	287,250	260,917	267 768	263,297	293,106	319,947	352,152	353,044	403,890
6011 7435-44542 OP-Medicare MgdCare	204,144	137,539	152,448	154,391	222,132	168,928	172,007	220,353	127 342	188,020	139,023	194 433	126,004
6011 7470-44542 OP-Medicare MgdCare	12,420	7,776	12 454	9,037	14,327	8,854	15,622	15,332	9,117	7,333	8,458	11,070	6,359
6011-7500-44542 OP-Medicare MgdCare	173,859	157,002	170,004	153,879	200,030	153,410	223,705	227 952	184,323	205,177	164,130	228,023	190,175
6011 7520-44543 OP-Medicare MgdCare	14,937	8,706	19,638	21,355	23,176	25 118	22,248	14,205	14 476	19,832	18,054	30,525	21 141
6011-7540-44542 OP-Medicare MgdCare	1,000	624	1,250	600	2,000	600	1,000	1 000	0	0	600	0	0
6011-7550-44542 OP-Medicare MgdCare	76,435	57,253	71,668	58,661	56,099	71,386	79,600	49,006	43,006	64,006	50,910	82,914	101,348
6011 7570-44542 OP-Medicare MgdCare	735,252	151,813	757,300	476,201	515,111	418,343	123,050	286,265	597,204	393,571	787,974	204,434	218,581
6011-7591-44542 OP-Medicare MgdCare	42,398	44,827	43,985	43,915	51,901	39,584	64,291	68,800	59,908	81,806	58,548	68,050	67,300
6011 7602-44542 OP-Medicare MgdCare	11,030	5,515	16,545	11,030	22,060	16,545	0	5,051	5,051	35,306	12,102	12,102	18,153
6011 7630-44542 OP-Medicare MgdCare	0	1 760	0	0	1 760	0	0	0	0	0	5,476	0	0
6011 7631-44542 OP-Medicare MgdCare	73 491	68,584	76,548	71,081	81,328	56,408	86,415	141 662	81,843	100,143	101,925	104,959	119,600
6011 7634-44542 OP-Medicare MgdCare	135,703	119 071	61,791	84,321	89 141	83,105	82,406	79,110	67,592	110,501	146,932	173,365	148,638
6011-7635-44542 OP-Medicare MgdCare	48,553	35,660	52,697	45,315	48,957	41,208	35,120	39,757	30 953	39,025	69,813	69,692	59,595
6011 7640-44542 OP-Medicare MgdCare	200,580	66,474	61,229	85 437	128,853	13,457	401	20,845	68,466	237,953	186,805	574,859	849,801
6011 7650-44542 OP-Medicare MgdCare	69,535	48,767	108,058	42,354	130,594	72,249	106,569	58,984	60,497	68,768	68,393	188,804	168,577
6011-7500-44542 OP-Medicare MgdCare	202,839	252,284	264,102	162,841	232,775	217,038	282,415	282,701	347,855	263,440	292,564	521,596	382,498
6011-7710-44542 OP-Medicare MgdCare	626,688	663,329	840,210	107,054	949,165	763,478	800,972	814,110	738,370	653,975	1,088,291	772,479	798,092
6011 7720-44542 OP-Medicare MgdCare	13,763	3,658	8,595	4,027	3,246	20,723	48,377	39,457	19,898	14,821	11,451	17,933	8,719
6011-7730-44542 OP-Medicare MgdCare	10 403	5,948	2,874	2,874	14,360	5,948	13,187	3,260	0	3,260	3,260	5,760	14,918
6011-7740-44542 OP-Medicare MgdCare	10,252	429	20,833	0	0	5,125	0	0	429	0	0	14,560	0
6011 7750-44542 OP-Medicare MgdCare	31 194	31,042	55,280	53,178	106,057	142,378	55,811	52,557	33,251	77,535	41,244	166,052	140,623
6011-7770-44542 OP-Medicare MgdCare	2,179	3,770	3,006	4,719	5,102	1,271	8,003	3,260	2,083	3,769	2,769	6,557	5,330
6011 7780-44542 OP-Medicare MgdCare	621	0	1,606	0	0	2,513	2,101	2,570	0	0	2,760	1,849	2,053
6011-7790-44542 OP-Medicare MgdCare	1,697	1,606	2,052	2,050	1,254	415	3,544	2,158	3,234	2,144	1,529	2,196	4,085
6011 7870-44542 OP-Medicare MgdCare	0	0	0	0	68	0	0	0	0	0	0	0	0
6011 7871-44542 OP-Medicare MgdCare	26,450	13,457	25,822	32,439	25 191	25,325	19,776	20,064	13,023	19,417	9,230	31 101	20,713
6011-7881-44542 OP-Medicare MgdCare	34,837	30,930	17,855	22,433	35,433	40,800	43,446	43,235	28,413	19 408	30,835	46,009	62,856
Total: Medicare MgdCare	4,080,649	3,148,659	3,853,884	2,803,817	4,234,400	3,451,939	3,918,991	4,349,113	3,801,353	3,811 076	4,432,024	5,055,441	4,998,861
Med-Cal:													
1-6171-44551 OP-Med-Cal	0	0	0	7,505	0	0	15,348	12,527	0	22,101	0	0	0
172-44551 OP-Med-Cal	0	0	20,433	0	0	0	0	30,555	7,505	0	0	21,769	12,993
-6176-44551 OP-Med-Cal	13,429	10,008	34,811	6,259	417	12,527	40 449	0	0	5,421	0	0	9,174
1-6179-44551 OP-Med-Cal	0	8,591	72,975	31,622	35,882	1,251	40,032	7,089	0	12,510	0	5,421	59,214
6011-7010-44551 OP-Med-Cal	311 552	263,857	319,692	342,518	256,947	368,215	334,765	458,738	266,052	456,026	479,552	479,624	502,321
6011-7080-44551 OP-Med-Cal	0	0	0	0	0	0	0	0	0	0	15,008	3,811	0
6011-7420-44551 OP-Med-Cal	0	0	21,021	0	0	35,121	0	10,611	0	956	0	105	30,497

Verity Healt Systems
Seton Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
6011-9427-44551 O/P Medi-Cal	0	0	9,435	0	0	12,576	0	17,288	0	0	0	0	12,592
6011 7420-44551 O/P Medi-Cal	0	0	11,766	0	0	20,105	0	8,214	0	0	0	0	9,972
6011 7470-44551 O/P Medi-Cal	3,452	8,374	7,980	6,661	2,913	5,291	7,048	8,661	2,977	7,048	5,410	8,942	8,833
6011 7520-44551 O/P Medi-Cal	60,315	60,030	63,857	61,812	61,742	72,287	81,476	90,111	58,426	69,760	62,392	106,774	116,496
6011 7520-44551 O/P Medi-Cal	574	0	849	0	0	0	0	1,110	0	0	0	0	1,327
6011 7540-44551 O/P Medi-Cal	0	0	250	0	0	0	0	0	0	0	0	500	0
6011 7550-44551 O/P Medi-Cal	0	5,098	10,196	10,196	10,196	5,099	10,668	0	0	5,334	0	0	24,240
6011 7570-44551 O/P Medi-Cal	0	0	90,311	0	0	0	259,579	0	9,742	0	0	0	0
6011-7591-44551 O/P Medi-Cal	17,544	21,930	22,551	13,169	10,965	17,544	28,124	23,400	19,000	22,500	23,400	28,200	28,746
6011 7592-44551 O/P Medi-Cal	0	5,515	0	0	5,515	0	0	0	0	0	0	0	12,102
6011 7630-44551 O/P Medi-Cal	44,893	29,555	29,177	33,845	32,057	32,188	41,722	65 476	12,521	34,760	59 430	61,991	56 440
6011 7631-44551 O/P Medi-Cal	2,753	4,104	0	0	2,244	0	18,386	0	0	0	9,124	0	1,965
6011 7634-44551 O/P Medi-Cal	632	15,206	3,604	7,245	4,169	14,948	0	11,545	1,525	801	8,011	28 178	1,316
6011 7635-44551 O/P Medi-Cal	709	0	709	689	0	1,418	709	0	0	0	1,418	2,764	0
6011 7640-44551 O/P Medi-Cal	247,452	95,932	0	1,073	1 073	5,551	0	4,848	52,041	148,773	121,668	441	1 148
6011 7650-44551 O/P Medi-Cal	0	0	6,802	5,802	5,898	0	11,777	0	0	25,208	0	0	0
6011 7680-44551 O/P Medi-Cal	79,015	48,802	76,032	51,667	74,032	74,304	81,336	80 424	74,911	177,357	152,764	126,574	178,432
6011 7710-44551 O/P Medi-Cal	10,725	7,084	40,057	10,542	5,644	11,733	(318,035)	18,502	10,913	22,829	15,591	15,414	17 440
6011 7720-44551 O/P Medi-Cal	3,313	0	10,833	1,073	5,777	5,310	4,605	20,864	3,353	3,357	2,185	3,714	5,810
6011 7740-44551 O/P Medi-Cal	0	0	10,252	5,126	10,252	0	0	0	0	0	0	0	0
6011 7770-44551 O/P Medi-Cal	0	551	0	1,038	948	0	0	0	0	1,266	0	0	0
6011 7780-44551 O/P Medi-Cal	0	0	0	0	0	0	0	0	0	0	1,370	0	0
6011 7790-44551 O/P Medi-Cal	0	0	0	0	1,247	0	0	1 114	0	0	0	0	0
6011 7870-44551 O/P Medi-Cal	0	0	39	0	0	0	0	0	0	0	0	0	0
6011 7871-44551 O/P Medi-Cal	0	0	2,225	4 610	0	0	1,607	1,607	0	3,978	1,607	11,009	2,372
Total: Medi-Cal	788,452	818,438	892,471	803,427	857 709	680,838	329,801	885,488	548,177	1,039,181	875,988	904,100	1,102,659
Medi-Cal MgdCare													
6011-6010-44552 O/P-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	7 850	0	0	0
6011-6030-44552 O/P-Medi-Cal MgdCare	0	0	0	0	0	0	11,716	12,534	0	0	0	0	0
6011-6170-44552 O/P-Medi-Cal MgdCare	(4,342)	0	0	0	0	0	0	0	0	0	0	0	0
6011-6171-44552 O/P-Medi-Cal MgdCare	24 128	70,800	130,104	65,481	42,921	10,000	53,576	32,943	42,951	17,931	35,029	11,576	0
6011-6172-44552 O/P-Medi-Cal MgdCare	25,000	100 497	22,101	25,838	20,016	7,936	112,690	20,850	30,859	10,006	48,704	23,769	60,048
6011-6176-44552 O/P-Medi-Cal MgdCare	41,293	69,406	78,366	67,983	35,026	31,692	70,880	48,257	32,526	57 129	31,892	33,369	44,819
6011-6179-44552 O/P-Medi-Cal MgdCare	80 441	23,352	78,336	37,947	41,700	60,898	20 915	53,760	26,658	65 401	126,534	120,930	60,831
6011-7010-44552 O/P-Medi-Cal MgdCare	1,763,591	1,598,006	1,770,638	1,943,642	2,137,883	1,972,401	2,211,856	2,672,522	2,211,841	2,600,158	2,251,852	2,105,914	2,211 613
6011-7172-44552 O/P-Medi-Cal MgdCare	8,287	8,972	8,972	6,622	6,439	7 106	4,147	7,764	7,359	8,723	4,694	5,325	9,143	10,881
6011-7592-44552 O/P Medi-Cal MgdCare	78 140	81,815	84,552	75,575	92,382	89 476	72,918	75,956	78,134	140,252	122,168	152,952	183,008
6011-7420-44552 O/P-Medi-Cal MgdCare	253,893	251,250	194,353	211,009	63,011	130,695	369,193	193,451	188,951	194,376	310,499	152,631	219,491
6011 7427-44552 O/P-Medi-Cal MgdCare	311,276	313,524	114,802	210,652	100,606	124,174	228,130	157,833	129,800	136,852	210,732	144,203	155,214
6011 7430-44552 O/P-Medi-Cal MgdCare	335,525	259,094	356,643	260,173	296,726	229,976	219,033	193,771	251,499	193,494	231 770	232,559	310,259
6011-7450-44552 O/P-Medi-Cal MgdCare	348,947	257 497	304,777	223,309	130,152	145,342	277,605	192,446	194,676	198,422	253,347	223,247	251,892
6011-7470-44552 O/P-Medi-Cal MgdCare	31,843	43,810	49,373	44,277	37,298	43,362	35,557	52,554	28 144	26,136	27,662	32,052	36,142
6011 7520-44552 O/P-Medi-Cal MgdCare	817,494	806,040	851,821	807,554	806,571	771,319	706,105	798,318	700,034	775,679	718,528	806,303	730,648
6011 7530-44552 O/P-Medi-Cal MgdCare	67,876	60,865	94,198	109,528	71,081	51,637	58,583	71 487	53,276	65,529	61,542	62,418	55,852
6011 7540-44552 O/P-Medi-Cal MgdCare	0	250	250	0	250	250	0	500	0	0	0	0	0
6011 7550-44552 O/P-Medi-Cal MgdCare	76 485	87,077	76,485	76,485	66,257	76,579	91,378	107,154	68,202	80,010	77,580	69,606	97,338
6011 7570-44552 O/P Medi-Cal MgdCare	121,316	81,722	359,356	190,230	853,388	341 441	177 453	614,176	(71,592)	410,426	327,055	228,140	300,306
6011 7591-44552 O/P-Medi-Cal MgdCare	106,952	128,193	138,899	106,491	115,342	132,425	111,694	131 446	116,855	136,818	118,304	155,338	136,038
6011 7592-44552 O/P Medi-Cal MgdCare	44 120	39,805	27,875	35,625	11,030	18,645	53,357	19,153	12,102	24,304	54 499	12,102	24,204
6011 7620-44552 O/P-Medi-Cal MgdCare	0	0	1,760	1 760	0	0	6,612	3,306	0	0	6,612	0	3,306
6011 7630-44552 O/P-Medi-Cal MgdCare	353,471	326,555	397 133	325,691	334,042	313,760	400,045	606,697	206,884	401,552	405,316	441 094	360,669
6011 7631-44552 O/P-Medi-Cal MgdCare	37,150	39,144	24,468	35,764	6,691	39,111	29,304	3,834	6,336	23,000	9 735	31,160	11,535
6011 7634-44552 O/P-Medi-Cal MgdCare	219 852	169,243	153,825	173,277	190,731	159,522	154,067	154,037	205,282	223,480	240,576	318,834	249,941
6011 7635-44552 O/P-Medi-Cal MgdCare	139,252	140,398	83,068	180,662	138,169	111,828	112,713	143,048	118,715	126,573	194 032	210,427	184 671
6011 7640-44552 O/P-Medi-Cal MgdCare	132,054	251,617	227 145	343,477	256,281	201,568	314,748	411,063	453,305	184 700	273,777	343,699	305,005
6011 7650-44552 O/P-Medi-Cal MgdCare	59,605	50,707	109,157	33,341	42,441	80 137	60,888	73,088	73 148	72,070	73,121	102,764	84,845
6011 7680-44552 O/P-Medi-Cal MgdCare	507,094	519,332	534 417	557 749	570,235	606,820	660,800	704,885	691,342	757,914	748,057	765,038	858,026
6011 7710-44552 O/P-Medi-Cal MgdCare	398,853	1 178,212	602,028	859,015	648,283	708,780	443,148	420 493	383,297	451,658	544,148	401,023	370,009
6011 7720-44552 O/P-Medi-Cal MgdCare	31,365	19,057	21,200	27,530	21,569	29,538	44 147	47,965	35,350	48,493	29,384	21,948	23,147
6011 7730-44552 O/P-Medi-Cal MgdCare	10,718	7,690	11,696	21,839	8,674	11,888	17,378	9,760	9,760	13,305	9,760	3,250	0
6011 7740-44552 O/P-Medi-Cal MgdCare	0	0	0	0	5,693	1 896	0	0	0	7,430	14,860	0	0
6011-7760-44552 O/P-Medi-Cal MgdCare	245,261	224,310	469,968	310,114	323,359	200,523	91 429	217,532	148,761	287,361	192,714	234,447	256,028
6011 7770-44552 O/P-Medi-Cal MgdCare	1,500	2,000	0	634	0	948	2,720	2,684	948	958	1,552	2,382	2,858
11-7780-44552 O/P-Medi-Cal MgdCare	0	0	0	1,572	0	1,575	3,040	1 005	2,053	0	0	0	2,010
-7790-44552 O/P-Medi-Cal MgdCare	0	0	2,183	626	0	935	1,763	1,482	1,019	935	1,211	935	4,055
7870-44552 O/P-Medi-Cal MgdCare	0	0	62	0	0	0	0	0	0	0	0	0	0
-7871-44552 O/P-Medi-Cal MgdCare	34,042	18,841	19,797	26,522	23,148	14,259	37,297	18,340	7 193	42,464	22,950	24,682	18,231
11-7881-44552 O/P-Medi-Cal MgdCare	29,012	22,394	25,209	29 179	37,352	50,844	36,791	32,227	27,377	13,705	27,881	26,475	52,284
Total: Medi-Cal MgdCare	6,722,053	7,452,918	7,438,871	7,406,886	6,958,496	6,800,093	7,237,191	8,572,602	6,341,027	7,892,364	7,920,887	7 360,439	7,691,953
Other Indigent													
6011-7010-44591 O/P-Other Indigent	7,009	0	0	0	0	0	0	0	0	0	0	0	0
6011 7691-44591 O/P-Other Indigent	0	0	0	0	0	0	0	0	0	0	(6,300)	0	0
6011 7630-44591 O/P-Other Indigent	0	0	0	0	0	0	0	0	(3,904)	0	0	0	0
6011 7710-44591 O/P-Other Indigent	59	8	0	299	0	0	0	0	0	0	121	0	0
Total: Other Indigent	7,068	8	0	299	0	0	0	0	(3 904)	0	(6,179)	0	0
Other													
6011-6175-44591 O/P-Other	0	0	0	2,059	0	0	0	0	0	0	0	0	0
6011-6179-44591 O/P-Other	0	0	0	0	0	0	10,005	0	8,767	0	0	0	0
6011-6300-44591 O/P-Other	(663,624)	779,292	(59,037)	(370,957)	312,417	264,886	46,723	(459,613)	327,857	(550,470)	142,378	62,334	(419,516)
6011 7010-44591 O/P-Other	53,835	31,341	47,555	55,571	61 495	38,110	59,725	62,494	57,035	39,764	53,557	64,917	76,487
6011 7423-44591 O/P-Other	0	106	212	0	0	0	0	0	106	0	10,029	0	212
6011 7427-44591 O/P-Other	0	0	0	0	0	0	0	0	0	0	7,856	0	0
6011 7430-44591 O/P-Other	0	0	0	0	0	0	0	0	0	0	4,588	0	0
6011 7470-44591 O/P-Other	450	1,267	3,910	2,557	1,727	223	2,608	1,718	1,353	518	1,541	518	1 143
6011 7530-44591 O/P-Other	15,512	14 155	19,823	14,965	13,631	8,766	17 129	12,803	10,524	7 107	13,211	14 157	12,532
6011 7540-44591 O/P-Other	0	500	0	0	0	0	0	0	0	0	500	0	0
6011 7550-44591 O/P-Other	0	0	0	0	0	0	0	0	5,334	0	0	0	0
6011 7570-44591 O/P-Other	0	0	0	0	0	0	106,443	135	59,025	0	26,253	(26,253)	0
6011 7591-44591 O/P-Other	9,772	2,193	5,848	3,625	5,117	2,193	8,862	5,400	4,800	3,600	4,500	3,600	3,600
6011 7630-44591 O/P-Other	3,548	4,470	2,856	8,003	5,098	189	4,759	6,377	160	7 614	3,915	3,931	2,193
6011 7650-44591 O/P-Other	13,203	77,591	47,248	45,818	65,272	14,232	12,780	13,257	0	19,768	32,918	27,602	12,824
6011 7710-44591 O/P-Other	5,170	102,494	3,389	1,201	77,668	471	8,625	3,000	1 185	1,239	1,415	835	2,894
6011 7720-44591 O/P-Other	2,856	0	744	6,585	0	0	7,144	23,356	0	525	3,805	0	529
6011 7871-44591 O/P-Other	0	0	0	0	0	0	0	0	0	2,972	0	1,607	0
Total: Other	(550,262)	1,013,406	70,589	(221,747)	532,311	348 172	268,757	(296,561)	475,638	(607,161)	317,676	133,148	(306,622)
Total O/P	**36,902,543**	**36,885,192**	**42,537,800**	**39,013,037**	**42,563,047**	**39,594,257**	**41,415,293**	**43,928,575**	**36,821,917**	**43,072,352**	**39,838,478**	**44,411,443**	**43,322,092**
Total Gross Outpatient Revenue	**36,902,543**	**36,885,192**	**42,537,800**	**39,013,037**	**42,563,047**	**39,594,257**	**41,415,293**	**43,928,575**	**36,821,917**	**43,072,352**	**39,838,478**	**44,411,443**	**43,322,092**
Total Gross Revenue	**113,607,247**	**107,109,073**	**119,149,805**	**109,535,963**	**119,823,940**	**111,696,533**	**126,948,892**	**146,663,923**	**112,268,041**	**129,613,987**	**116,532,975**	**121,426,650**	**108,831,683**
Deductions from Revenue													
Inpatient Contractual Allowances:													
Medicare Traditional													
6011 5911 51810 CA MCre FFS-Inpt Acute	20,032,459	22,539,030	32,306,960	22,779,100	29,824,891	24,631,595	24,188,718	38,275,031	17,168,377	33,612,828	26,832,148	20,998,499	21,382,783
Total: Medicare Traditional	20,032,459	22,539,030	32,306,960	22,779,100	29,824,891	24,631,595	24,188,718	38,275,031	17,168,377	33,612,828	26,832,148	20,998,499	21,382,783
Medical Traditional													
6011 5921-51810 CA Medi FFS Inpt Acute	16,895,201	13,003,234	9 043,136	16,276,291	15,635,442	13,665,399	23,453,985	29,693,978	19,552,938	16,570,959	12,574,915	15,907 657	12,281,826
Total: Medical Traditional	16,895,201	13,003,234	9 043,136	16,276,291	15,635,442	13,665,399	23,453,985	29,693,978	19,552,938	16,570,959	12,574,915	15,907 657	12,281,826
HMO													
6011 5852 51810 CA CommMgdCre FFS Inpt Acute	28,726,261	23,890,575	23,893,566	22,617,582	24,451,032	26,300,940	29,269,291	31,461,266	30,029,648	26,881 007	27,592,555	30,288,919	21,602,638
Total: HMO	28,726,261	23,890,575	23,893,566	22,617,582	24,451,032	26,300,940	29,269,291	31,461,266	30,029,648	26,881,007	27,592,555	30,288,919	21,602,638
Total - Inpatient Contractual Allowances	**65,653,921**	**61,433,139**	**65,243,695**	**61,672,973**	**69,911,274**	**64,497,933**	**76,911,994**	**99,429,174**	**66,748,161**	**77,064,794**	**66,719,718**	**67,173,104**	**55,267,246**
Outpatient Contractual Allowances:													
Medicare Traditional													
1 5911 54650 CA MCre FFS-Outpatient	10 417 450	10 451,342	10,886,857	10,744,314	14,577,745	10,618,341	10,870,804	14 100 713	11,382,454	12,220,574	11,794,542	13,013,439	10,578,686
Total: Medicare Traditional	10 417 450	10,451,342	10,886,857	10,744,314	14,577,745	10,618,341	10,870,804	14 100 713	11,382,454	12,220,574	11,794,542	13,013,439	10,578,686
Traditional													
6011 5921 54650 CA Medi FFS -Outpatient	7,934,613	7,706,488	7 482,158	7,651,215	7,302,980	7,313,230	8,628,841	8,644,409	6,767,828	9,221,826	8,154,577	7,523,201	8,731,792
Total: Medical Traditional	7,934,613	7,706,488	7,482,158	7,651,215	7,302,980	7,313,230	8,628,841	8,644,409	6,767,828	9,221,826	8,154,577	7,523,201	8,731,792

Verity Healt Systems
Seton Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
HMO													
6011 6952-54850 CA CommMgdCre FFS Outpatient	12,485,841	11,107,966	13,440,777	12,924,609	12,269,331	13,298,424	18,147,673	12,631,009	10,949,307	14,596,325	13,059,733	14,776,039	17,293,619
Total: HMO	12,485,841	11,107,966	13,440,777	12,924,609	12,269,331	13,298,424	18,147,673	12,631,009	10,949,307	14,596,325	13,059,733	14,776,039	17,293,619
Total - Outpatient Contractual Allowances	**30,837,904**	**29,255,788**	**33,809,902**	**31,820,139**	**34,149,057**	**31,129,896**	**33,645,518**	**32,576,131**	**29,096,693**	**35,038,725**	**33,007,962**	**36,312,679**	**36,602,057**
ER Contractual Allowances:													
Medicare Traditional													
6011 5211 54875 CA MCre Prior Settlement	0	(37,100)	638,048	0	0	(448,314)	0	0	188,376	(100,638)	0	0	(350,061)
Total: Medicare Traditional	0	(37,100)	638,048	0	0	(448,314)	0	0	188,376	(100,638)	0	0	(350,061)
Medical Traditional													
6011 5221 54875 CA MCaid FFS Prior Settlement	0	23,490	0	0	0	0	0	0	0	0	0	0	0
Total: Medical Traditional	0	23,490	0	0	0	0	0	0	0	0	0	0	0
Total - ER Contractual Allowances	**0**	**(13,610)**	**638,048**	**0**	**0**	**(448,314)**	**0**	**0**	**188,376**	**(100,638)**	**0**	**0**	**(350,061)**
Provider Fees:													
Provider Fee Medical:													
6011-5321-54877 Provider Fee Medi-Cal	0	0	0	0	0	0	(7,707,057)	(1,114,167)	(708,532)	(708,532)	(708,532)	(708,532)	(708,532)
Total: Provider Fee Medical	0	0	0	0	0	0	(7,707,057)	(1,114,167)	(708,532)	(708,532)	(708,532)	(708,532)	(708,532)
Provider Fee Medical-Managed Care:													
6011 5321 54878 Provider Fee Medi-Cal MgdCare	0	0	0	0	(22,273,971)	0	0	0	0	0	0	(8,736,235)	(1,337,948)
Total: Provider Fee - Medical-Managed Care	0	0	0	0	(22,273,971)	0	0	0	0	0	0	(8,736,235)	(1,337,948)
Total Provider Fees:	**0**	**0**	**0**	**0**	**(22,273,971)**	**0**	**(7,707,057)**	**(1,114,167)**	**(708,532)**	**(708,532)**	**(708,532)**	**(9,444,767)**	**(2,046,479)**
DayShare Pymt													
Total - Contractual Allowances	**99,491,926**	**90,685,315**	**99,691,543**	**93,193,110**	**91,786,360**	**96,179,914**	**101,550,454**	**123,682,139**	**94,322,698**	**111,294,349**	**99,019,136**	**93,041,016**	**89,442,605**
Charity:													
Charity													
6011 5870-51810 CharityDisc Cltr Inpt Accts	90,744	1,183,557	(40,051)	103,711	214,016	448,678	51,031	166,059	443,413	0	205	7,374	2,189
6011 5870-51895 CharityDisc Pending	138,873	(252,573)	(34,872)	258,998	(34,320)	(133,107)	277,624	(7,047)	(417,195)	(13,676)	(32,265)	339,760	402,490
6011 5870-54850 CharityDisc Cltr Outpatient	124,439	59,592	164,149	203,376	171,362	318,264	316,809	324,200	223,958	(28,732)	6,264	155,449	67,817
Total: Charity	354,056	990,576	89,126	563,086	351,070	632,235	645,564	373,302	250,216	(40,307)	(22,768)	502,573	492,506
Total - Charity Allowances	**354,056**	**990,576**	**89,126**	**563,086**	**351,070**	**632,235**	**645,564**	**373,302**	**250,216**	**(40,307)**	**(22,768)**	**502,573**	**492,506**
Other:													
Other													
6011-5930-51810 Admin Adj Inpt Accts	918,952	(172,578)	363,623	254,394	122,852	149,004	253,881	640,459	345,113	193,200	297,105	813,481	496,218
6011 5930-54850 Admin Adj Outpatient	266,179	568,918	279,283	374,082	422,802	642,696	276,920	501,991	243,366	321,025	340,944	841 111	547 413
Total: Other	1,182,141	425,940	642,905	628,476	605,654	791,700	529,690	1,042,450	588,477	504,225	638,051	1,254,592	1,043,691
Total - Other Allowances	**1,182,141**	**425,940**	**642,905**	**628,476**	**605,654**	**791,700**	**529,690**	**1,042,450**	**588,477**	**504,225**	**638,051**	**1,254,592**	**1,043,691**
DSH:													
I - Deductions From Revenue	98,023,022	92,107,832	100,423,475	94,384,642	92,843,594	96,503,549	103,928,708	126,097,891	95,182,391	111,783,267	99,534,421	94,798,181	90,979,002
Rev. Net of Contractuals & Other Deductions	**18,779,225**	**16,001,241**	**14,726,331**	**16,501,311**	**37,130,846**	**16,101,984**	**23,823,183**	**20,566,032**	**17,138,650**	**18,066,620**	**16,948,554**	**26,827,469**	**17,852,631**
Provision for Doubtful Accounts:													
6011-5800-51000 PrvBDBad Debt Expense - I/P	329,951	619,529	768,995	731,033	(430,421)	167,403	667,621	382,587	1,562,883	464,234	632,848	391,391	594,047
Total: Provision for Doubtful Accounts	329,951	619,529	768,995	731,033	(430,421)	167,403	667,621	382,587	1,562,883	464,234	632,848	391,391	594,047
Net Patient Revenue	**18,450,274**	**14,381,712**	**13,957,336**	**14,770,278**	**37,811,267**	**14,934,576**	**23,255,562**	**20,183,445**	**15,582,767**	**17,591,388**	**16,316,706**	**26,268,078**	**17,258,584**
Other Revenue:													
Other Revenue:													
6011 5300-59910 Cafeteria	32,638	27,228	32,267	27,921	45,482	32,339	29 191	32,900	29,859	35,119	29 191	28,763	30,266
6011 5380-59910 Pharmacy	29,760	16,525	73,392	(22,529)	(2,119)	40,286	49,777	35 132	46,037	(24,314)	24,542	44 436	23,025
6011 5680-59920 Rebate And Refunds	0	0	0	0	0	0	78	0	0	0	0	0	0
6011 5700-59910 Medical Records/Abstract Sales	579	155	443	345	97	883	733	1,204	276	573	207	525	459
6011 5730-59920 Other Operating Revenue	7 718	1,272	1,276	868,669	28,666	8,258	1,048,481	6,250	6,250	3,453,389	0	1,530,376	6,250
6011 5760-59920 Physician Billing	0	0	0	0	0	3,027	0	0	0	0	0	0	0
6011 7520-59918 Lab Other Misc Revenue	45	165	1,233	0	0	0	2,877	6,255	0	100	0	0	1,270
6011 7520-59919 Pathology Other Misc Revenue	798	0	0	0	0	0	0	0	0	0	0	0	0
6011-8510-59920 Other Operating Revenue	0	0	0	0	0	9 431	1 195	0	0	0	0	0	0
Total: Other Revenue	70,535	45,345	108,592	874,529	70,146	86,153	1,130,328	100,772	82,121	3,464,859	53,940	1,631,218	61,270
Rental Revenue:													
6011 5510-59920 Physicians Offices and Other Rentals	4,300	4,300	4,452	4,452	4,452	4,452	4,452	4,452	4,452	4,452	4,452	4 452	4,452
Total: Rental Revenue	4,300	4,300	4,452	4 452	4,452	4,452	4,452	4,452	4 452	4,452	4,452	4 452	4 452
Total Other Revenue	**74,835**	**49,645**	**113,044**	**879,078**	**74,598**	**100,615**	**1,134,780**	**105,224**	**86,573**	**3,469,310**	**58,392**	**1,635,670**	**65,762**
Unrestricted Contributions:													
Unrestricted Contributions:													
6011-9040-59955 Unrestricted Contributions	30,838	4,160	0	413	1,880	0	0	327,476	0	0	0	0	17,025
Total: Unrestricted Contributions	30,838	4,160	0	413	1,880	0	0	327,476	0	0	0	0	17,025
Total Unrestricted Contribution	**30,838**	**4,160**	**0**	**413**	**1,880**	**0**	**0**	**327,476**	**0**	**0**	**0**	**0**	**17,025**
Total Revenues	**18,555,947**	**14,435,517**	**14,070,379**	**15,649,769**	**37,887,745**	**15,035,190**	**24,390,343**	**20,616,145**	**15,669,340**	**21,060,696**	**16,374,098**	**27,971,747**	**17,341,421**
EXPENSES:													
Productive Salaries:													
70000 Mgmt & Supervision:													
6011-6010-70000 Mgmt & Supervision	4,557	726	3,500	3,462	806	0	3,346	1,600	3,692	3,577	3,462	3,577	2,554
6011-6171-70000 Mgmt & Supervision	0	11 161	10,714	10,354	6,822	3,007	8,217	8,790	16,180	10,148	8,740	10,333	598
6011-6172 70000 Mgmt & Supervision	0	7,182	10,070	8,745	9,636	3,026	4,624	5,555	2,773	11,518	8,740	11,525	5,208
6011-6176-70000 Mgmt & Supervision	0	3,224	3,500	2,554	806	0	5,750	3,650	10,353	8,511	11,257	8,205	9,200
6011-6179-70000 Mgmt & Supervision	3,962	8,051	3,500	3,462	806	0	6,120	10,907	9,459	11,093	8,853	10,100	9 798
6011-6341-70000 Mgmt & Supervision	12,918	12,411	14 474	13,353	654	13,393	13,433	28,654	26,529	29,035	28 108	29,054	23 188
6011-6520-70000 Mgmt & Supervision	0	0	0	0	8,633	18,852	(5,639)	0	0	15,498	17,269	18,388	17,162
6011-7010-70000 Mgmt & Supervision	0	0	0	0	0	23,125	11,273	18,476	14,332	14,915	13,679	18,062	14,915
6011 7060-70000 Mgmt & Supervision	11,077	5,908	7,466	9,888	7,806	7,806	7,025	4,564	7 806	7,806	7,806	7,806	7,806
6011-7420-70000 Mgmt & Supervision	17,052	21,757	12,325	17,748	15,122	14,941	20,312	21,709	26,570	25,173	24,501	17,384	10,728
6011 7427 70000 Mgmt & Supervision	12,571	8,478	3,758	(1,132)	0	0	5,229	8,317	(993)	1,045	797	(448)	1,815
6011 7430-70000 Mgmt & Supervision	0	0	0	0	0	0	0	896	1 195	0	0	4,691	7,392
6011 7600-70000 Mgmt & Supervision	14,339	13,788	15,251	14 153	11,288	15,845	15,351	15,351	12,083	15,747	11,388	14,062	12,977
6011 7670-70000 Mgmt & Supervision	0	0	0	0	0	0	747	2,042	0	0	0	3,864	1,825
11 7630-70000 Mgmt & Supervision	0	26,326	23,115	23,630	27,331	18,905	18,205	28,037	22,634	27,738	25,555	29,004	28,686
7634-70000 Mgmt & Supervision	(4,012)	0	0	0	0	0	0	0	0	0	0	0	0
40-70000 Mgmt & Supervision	(3,376)	10,509	15,805	1 840	11,972	9,852	(2,116)	14,505	4,150	12,127	12,603	(942)	10,852
10-70000 Mgmt & Supervision	28,762	24,967	25 126	27,597	27,697	28,837	15 431	22,031	27 150	14,850	10 443	21,580	11,088
J720-70000 Mgmt & Supervision	39,929	11 751	11,268	12,845	10 157	20 091	8,522	13,498	11 121	12,734	12,734	5,898	12,139
11 7740-70000 Mgmt & Supervision	27,960	7,571	12,439	11,215	19,693	19,540	33,754	20 147	10 141	11,804	9,118	7 681	43,471
6011-7760-70000 Mgmt & Supervision	0	0	0	0	0	0	0	597	1,394	0	0	0	2,423
6011 7770-70000 Mgmt & Supervision	0	1,256	599	0	0	0	0	0	0	0	0	0	0

Verity Healt Systems
Seton Medical Center
Trended Income Statement
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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
6011 7681 70000 Mgmt & Supervision	0	0	0	0	0	0	0	0	0	0	0	0	643
6011-8340-70000 Mgmt & Supervision	12,869	13,474	15,301	12,913	18,435	15,454	15,456	15,824	16,474	21,563	20,474	35,890	28,483
6011-8355-70000 Mgmt & Supervision	7,599	7,183	8,158	7,827	8,857	6,694	7,225	7,663	8,295	8,813	8,322	8,457	8,211
6011-8400-70000 Mgmt & Supervision	15,827	15,839	17,173	15,807	18,462	16,706	15,149	15,771	14,307	17,991	15,178	18,401	12,577
6011-8440-70000 Mgmt & Supervision	8,830	(76)	6,506	12,167	15,263	14,916	7,903	8,276	6,824	7,223	6,802	8,859	10,397
6011-8460-70000 Mgmt & Supervision	0	0	0	0	0	43,031	40,275	14,160	(16,128)	15,900	15,000	14,100	1,700
6011-8470-70000 Mgmt & Supervision	8,713	4,435	6,147	4,885	1,260	8,594	4,265	8,057	4,953	5,722	4,139	4,859	5,363
6011-8510-70000 Mgmt & Supervision	17,981	14,157	14,557	14,007	14,474	14,007	13,073	13,073	12,418	14,881	14,642	16,330	9,989
6011-8550-70000 Mgmt & Supervision	14,277	17,952	17,786	17,518	17,497	19,052	11,472	13,747	14,726	17,158	14,818	18,120	14,180
6011-8610-70000 Mgmt & Supervision	97,017	109,618	111,354	97,792	94,917	99,263	88,125	94,383	91,802	109,948	69,941	68,135	(725,822)
6011-8630-70000 Mgmt & Supervision	15,247	16,235	16,226	15,705	16,235	15,705	12,302	14,816	13,926	16,438	12,040	19,498	14,239
6011-8631 70000 Mgmt & Supervision	7,523	8,312	8,399	7,749	8,399	8,128	7,234	6,717	7,532	8,265	3,813	10,108	7,180
6011-8650-70000 Mgmt & Supervision	13,483	16,527	17,543	16,977	11,431	15,524	14,145	13,165	14,251	15,259	8,378	8,238	16,411
6011-8660-70000 Mgmt & Supervision	0	10,450	13,669	13,469	14,211	11,183	8,114	13,068	11,552	13,752	11,644	11,493	14,119
6011-6700-70000 Mgmt & Supervision	10,739	9,753	11,429	10,545	10,913	8,990	8,778	10,323	9,291	10,026	3,209	15,572	7,622
6011-6710-70000 Mgmt & Supervision	0	0	0	0	0	0	0	0	0	0	0	11,539	12,005
6011-8720-70000 Mgmt & Supervision	81,665	81,674	81,248	80,913	84,044	74,480	80,361	83,960	77,033	78,106	73,881	84,742	74,391
6011-6740-70000 Mgmt & Supervision	0	6,231	0	0	0	0	0	0	0	0	13,891	17,201	14,218
6011-6751-70000 Mgmt & Supervision	15,247	11,019	12,511	15,757	15,229	15,705	12,302	15,797	13,715	7,543	17,550	29,518	17,152
6011-8752 70000 Mgmt & Supervision	15,844	12,376	15,331	14,163	16,351	14,256	11,537	17,578	12,974	18,849	13,717	9,554	13,509
6011-8764-70000 Mgmt & Supervision	0	0	0	3,600	28,026	(28,526)	(28,526)	0	28,526	0	0	0	0
6011 8805-70000 Mgmt & Supervision	0	0	0	0	0	0	0	2,772	(2,772)	0	0	0	0
Total: 70000 Mgmt & Supervision	472,005	630,243	552,436	491,301	638,310	572,412	495,124	586,134	642,364	819,610	647,622	819,999	(214,861)
70010 Mgmt & Supervision Premium:													
6011 7640-70010 Mgmt & Supervision Premium	0	0	0	0	0	683	(317)	0	0	0	0	0	0
6011 7740-70010 Mgmt & Supervision Premium	193	107	0	150	121	(71)	0	0	129	(29)	0	0	0
6011-8720-70010 Mgmt & Supervision Premium	1,316	(508)	0	0	0	4,599	4,668	0	0	1,377	(459)	0	612
Total: 70010 Mgmt & Supervision Premium	1,509	(508)	0	150	121	5,315	4,249	0	129	1,348	(459)	0	612
70100 Technician & Specialist:													
6011-8010-70100 Technician & Specialist	0	0	0	0	0	0	644	(43)	0	0	0	0	0
6011-8171-70100 Technician & Specialist	0	303	0	0	0	0	0	0	0	0	0	0	0
6011-8175-70100 Technician & Specialist	0	0	0	0	0	0	0	477	0	0	0	0	0
6011-8179-70100 Technician & Specialist	19,291	21,617	23,180	21,735	22,581	21,033	16,894	17,707	14,918	19,257	21,222	23,585	20,418
6011-8341-70100 Technician & Specialist	0	0	0	0	0	8,494	(2,531)	10,527	29,137	23,525	29,530	29,580	15,555
6011-8550-70100 Technician & Specialist	17,954	12,255	10,178	7,906	13,504	14,179	13,355	2,823	1,229	1,209	0	0	231
6011 7010-70100 Technician & Specialist	13,007	8,744	8,899	8,125	3,356	0	0	0	0	0	0	0	0
6011 7072 70100 Technician & Specialist	8,457	8,235	7,009	8,427	7,070	8,855	4 836	7 713	6,427	4,152	7,774	7,590	6,917
6011 7420-70100 Technician & Specialist	64 406	56,710	63,643	62,124	53,256	59,227	57,744	60,294	54,872	57,553	79,057	65,069	59,870
6011 7427 70100 Technician & Specialist	0	385	(48)	0	0	0	0	0	0	0	0	0	0
6011 7430-70100 Technician & Specialist	8,816	12,266	15,130	13,585	16,552	17 141	13,175	14,869	15 454	17,276	14,650	18 427	18 406
6011 7600-70100 Technician & Specialist	309,694	303,972	332,963	290,648	300,435	295,097	276,579	283,918	282,944	307,848	284,272	292,101	283,406
6011 7620-70100 Technician & Specialist	10,691	12,313	12,576	13,271	11,224	7,125	4,869	6,845	4,166	7,428	5,652	8,773	6,191
6011 7660-70100 Technician & Specialist	41,257	39,745	36,713	40 134	43,037	43,661	37,700	45,311	43,264	46,477	36,672	43,353	45,702
6011 7670-70100 Technician & Specialist	44 122	48,600	46,192	42,600	44,899	43,634	42,163	47,983	31,575	43,541	35,033	44,911	39,015
6011-7691-70100 Technician & Specialist	5,057	4 464	4,795	4,811	5,855	5,564	4,251	2,453	4,225	4,957	4,372	5,762	5,608
6011-7820-70100 Technician & Specialist	3,035	2,287	5,842	4,456	5,056	4,210	6,173	6,845	4,349	5,550	1,581	4,449	5,243
6011 7830-70100 Technician & Specialist	130,727	112,310	143,088	128,881	153,375	148,779	129,669	174 095	140,840	140,312	140,403	139 115	154,833
6011 7631 70100 Technician & Specialist	0	33,132	18,248	14,180	23,941	22,481	17,354	16,985	25 471	30,570	38,582	41,398	36,770
6011 7634-70100 Technician & Specialist	26,100	18,386	23,692	18,376	18,458	24,891	21 414	22,180	21,743	24,070	27,848	29,064	25,856
6011 7635-70100 Technician & Specialist	25,807	29,521	15,500	25,806	19,585	26,792	22,963	22,457	23,836	24,768	31,935	20 435	25,760
6011 7640-70100 Technician & Specialist	25,381	24 474	30,640	40,317	43,035	41,652	40,245	44,355	39,959	48,446	45 149	39 154	50 478
6011 7650-70100 Technician & Specialist	23,711	37,902	33,006	28 161	20,195	25,852	33,018	34 451	29,816	35,733	28,881	24,369	29,870
6011 7660-70100 Technician & Specialist	0	56,826	40,359	29 195	32,700	38 445	32,269	39,392	31,518	36,828	29,721	35,529	50,648
6011 7710-70100 Technician & Specialist	151 881	149,913	148,442	153,826	152,979	153,078	146,653	170,715	152,022	176,926	170,619	191,738	177 149
6011 7720-70100 Technician & Specialist	250,642	277,863	288,874	273,517	314,107	308,324	280,918	315,674	259,541	325,750	292,543	257,262	265,182
6011 7730-70100 Technician & Specialist	6,318	4,533	7,369	3,728	3,556	3,457	3,200	3,910	3,313	3,915	4,377	3,098	2,847
6011 7740-70100 Technician & Specialist	62,983	70 794	62,095	40,347	70 402	60,294	71,798	98,270	61,811	69,041	73,775	40,855	222,400
6011-7750-70100 Technician & Specialist	0	0	0	0	1,375	2,287	2,356	1,013	616	1,015	1,046	647	(391)
6011 7770-70100 Technician & Specialist	33,515	39,663	44,291	35,172	32,161	39,826	39,143	41,257	25,424	45,068	48,828	39,257	35,459
6011-7780-70100 Technician & Specialist	13,343	8,855	9,806	11,392	10,385	12,459	9,791	13,039	11,342	11,372	14,520	13,370	7,770
6011-7790-70100 Technician & Specialist	20,822	14,531	17,055	15,803	11,473	18,887	17,318	16,508	13,933	19,488	13,718	18,998	16,857
1-7671 70100 Technician & Specialist	23,954	25,697	25,412	25,935	27,763	26,784	29,295	26 450	23,967	29,062	26,589	26,837	29,040
-8310-70100 Technician & Specialist	208	1,603	(30)	0	0	431	922	923	0	3,705	972	5,143	3,231
140-70100 Technician & Specialist	23 121	25,022	24 172	24,800	29,674	25,291	22,223	23,271	21 412	23,858	26,401	22,723	20,618
-8350-70100 Technician & Specialist	14,039	6,806	0	0	0	0	(5,803)	0	0	0	0	0	0
1-8355-70100 Technician & Specialist	32,714	32,594	36,843	36,764	45,611	43,122	35,674	44,233	40,208	45,823	44,949	50,767	46,852
6011-8400-70100 Technician & Specialist	28 196	30,230	37,747	34,064	33,490	31,795	29,065	32,180	32,454	39,389	43,978	40,223	34 111
6011-8452-70100 Technician & Specialist	0	524	0	0	0	0	0	0	0	0	0	0	0
6011-8510-70100 Technician & Specialist	4,509	2,264	2,488	0	0	8,712	7,673	8,077	14,686	7 176	2,073	8,538	7,848
6011-8550-70100 Technician & Specialist	4,930	6,595	6,482	8,005	6,576	8,639	4,374	6,972	6,597	6,072	683	1,496	1,259
6011-8610-70100 Technician & Specialist	6,612	8,709	7 407	7 407	8,028	7,407	6,391	7,329	8,883	10,910	21,224	10,886	7,044
6011-8620-70100 Technician & Specialist	6,760	6,905	7 768	7,187	6,663	7,817	1,804	6,564	6,966	7,988	6,941	7,993	4,009
6011-8630-70100 Technician & Specialist	252	263	0	0	0	0	0	0	0	0	0	0	0
6011-8635-70100 Technician & Specialist	5,812	4,058	0	0	0	9,247	7,052	6,351	6,324	6,659	19,535	17,391	12,055
6011-8650-70100 Technician & Specialist	24,378	9,439	8,014	8,080	8,362	8,495	8,088	7,571	7,515	8,971	7 430	9,012	8,311
6011-8660-70100 Technician & Specialist	6,445	8,734	7,324	7,216	8,603	8,838	5,898	6,885	6,529	6,803	6,884	7,843	5,925
6011-8661 70100 Technician & Specialist	8,537	10,000	3,494	0	88	0	3,733	13,667	15,511	(1,597)	891	13,926	(2,659)
6011-8700-70100 Technician & Specialist	4,766	2,768	9,947	4,513	8,053	6,193	4,122	4,916	5,085	6,404	7 169	7,077	6,183
6011-8710-70100 Technician & Specialist	5,734	(260)	0	0	0	1,382	5,436	8,543	4,541	10,332	11,257	10,770	9 831
6011-8720-70100 Technician & Specialist	0	2,486	0	0	0	0	5,006	13 403	12,000	14,977	13,542	13,546	13,648
6011-8740-70100 Technician & Specialist	9,293	6,312	8,257	8,521	3,522	10,067	4,852	10,990	7,852	7,534	6,059	2,174	14
6011-8751-70100 Technician & Specialist	44,375	69,107	76,252	65,699	63,372	62,058	76,915	69,074	73,351	81,632	98,391	108,047	116,594
6011-8752 70100 Technician & Specialist	40,594	61,820	62,983	51,890	49,572	46 441	39,259	44 400	35,329	41,035	37,371	39,744	36,163
6011-8763-70100 Technician & Specialist	7,071	8,077	13,884	8,228	14,511	10,947	12,103	20,036	19,803	22,854	17,259	23,356	17,542
Total: 70100 Technician & Specialist	1,521,434	1 740,009	1,789 000	1 653,197	1,762,409	1,799,924	1,690,869	1,829,849	1,661,105	1,931,175	1,868,917	1,890,936	1,954 088
70110 Tech & Spec Prem Pay:													
6011-8179-70110 Tech & Spec Prem Pay	0	0	0	0	0	0	0	45	0	0	0	0	0
6011-8179-70110 Tech & Spec Prem Pay	2,689	3,783	2,305	2,429	784	1,408	4,179	17,239	6,738	2,450	(710)	6	2,269
6011-8341 70110 Tech & Spec Prem Pay	0	0	0	0	0	457	(176)	767	2,173	978	1,550	1 173	6,350
6011-8550-70110 Tech & Spec Prem Pay	241	321	82	310	0	0	248	0	0	152	0	0	3
6011 7010-70110 Tech & Spec Prem Pay	3,425	2,380	1,230	4,989	(45)	0	0	0	0	0	0	0	0
6011 7420-70110 Tech & Spec Prem Pay	5 607	5,091	2,160	5,857	5,975	1,822	7,022	7,210	6,380	6,304	3,543	3,717	9 670
6011-7427 70110 Tech & Spec Prem Pay	0	223	0	0	0	0	0	0	0	0	0	0	0
6011-7430-70110 Tech & Spec Prem Pay	545	172	405	553	386	1,209	240	228	577	325	217	528	1,545
6011-7600-70110 Tech & Spec Prem Pay	17,523	13,041	1,070	14,053	3,208	2,309	20,382	28,611	11,853	(817)	399	1,878	10,280
6011 7620-70110 Tech & Spec Prem Pay	0	121	(13)	0	43	75	(28)	0	0	15	0	0	0
6011-7660-70110 Tech & Spec Prem Pay	9,859	9 653	13,569	7,818	8,651	8,822	9,594	11,899	8,063	8,754	13,732	15,373	2,653
6011-7670-70110 Tech & Spec Prem Pay	8,437	12,845	8,779	17,183	10,616	6,359	17,228	8,367	8,073	13,945	8,710	8,333	8,010
6011 7691-70110 Tech & Spec Prem Pay	276	257	10	233	16	43	410	209	269	(58)	7	225	617
6011-7820-70110 Tech & Spec Prem Pay	1,068	2,675	1,275	709	350	3,450	532	474	3,057	570	3,551	(28)	1,450
6011 7630-70110 Tech & Spec Prem Pay	18,572	33,765	39,833	27,942	31,887	34,827	37,049	38,972	23,283	18,859	19,918	40 144	29,527
6011 7631 70110 Tech & Spec Prem Pay	0	13,257	1,027	9,812	1,150	1,230	7 159	8,564	10,191	2,143	3,456	3,084	4,200
6011 7634-70110 Tech & Spec Prem Pay	(63)	2,415	3,128	3,225	2,765	4,709	(668)	1,065	1,328	829	2,781	247	1,864
6011 7635-70110 Tech & Spec Prem Pay	781	444	126	363	1,082	1,955	129	232	100	769	418	282	157
6011 7640-70110 Tech & Spec Prem Pay	1 115	1,295	521	642	50	16	19	172	364	233	(19)	34	1 198
6011 7650-70110 Tech & Spec Prem Pay	11,527	1 424	14,728	11,642	10,913	15,486	3,755	9,937	10,162	2,894	16,383	19,994	8,153
6011 7660-70110 Tech & Spec Prem Pay	0	610	697	(252)	1,858	1,033	3,245	2,128	932	3,714	(548)	(54)	106
6011 7710-70110 Tech & Spec Prem Pay	11,535	4,595	2,643	7,866	2,144	(488)	11,078	17,742	8,882	1,049	2,430	2,768	8,638
6011 7720-70110 Tech & Spec Prem Pay	25,601	23,678	4,070	17,868	8,642	14,345	47,639	53,070	22,604	7,897	10 162	10 165	15,887
6011 7730-70110 Tech & Spec Prem Pay	353	(50)	283	(4)	0	0	0	0	0	0	0	0	0
6011 7740-70110 Tech & Spec Prem Pay	143	500	100	350	(52)	185	328	243	71	(25)	0	139	314
6011-7750-70110 Tech & Spec Prem Pay	0	0	0	0	22	110	(53)	0	278	195	0	698	(317)
6011 7770-70110 Tech & Spec Prem Pay	1,844	1,488	104	3,328	3,623	1,216	3,613	4,498	1,954	(488)	17	41	1,403
6011 7780-70110 Tech & Spec Prem Pay	480	532	41	709	(91)	(182)	1,274	1,278	634	34	(73)	0	476
6011 7790-70110 Tech & Spec Prem Pay	853	564	0	707	0	0	1,292	1 493	727	(168)	64	(8)	763
6011 7671 70110 Tech & Spec Prem Pay	9,045	9,856	11,624	9,137	7,973	10,612	7,534	10 491	11 148	9,260	9,378	8,924	11,290
6011-8310-70110 Tech & Spec Prem Pay	0	0	0	0	0	0	0	0	0	0	0	0	226
6011-8350-70110 Tech & Spec Prem Pay	1,232	1,158	0	0	0	0	(1 158)	0	0	0	0	0	0
6011-8355-70110 Tech & Spec Prem Pay	5,525	12,418	6,227	8 795	4,556	2,722	5,981	7,924	6,974	4,420	5,475	2,575	6,158
6011-8400-70110 Tech & Spec Prem Pay	978	5,620	1 891	1,150	750	3,644	642	3,702	2,210	2,745	(70)	1,826	4 059
6011-8550-70110 Tech & Spec Prem Pay	291	57	10	659	0	23	86	606	427	(94)	(6)	0	193
6011-8630-70110 Tech & Spec Prem Pay	(20)	27	0	0	0	0	0	0	0	0	0	0	0
6011-8651 70110 Tech & Spec Prem Pay	0	59	(1)	0	0	109	598	776	(204)	0	0	0	7
6011-8700-70110 Tech & Spec Prem Pay	12	29	16	(2)	35	49	(5)	9	5	6	13	28	3
6011-8740-70110 Tech & Spec Prem Pay	0	0	0	66	(22)	0	0	0	1,285	643	0	0	0
6011-8751-70110 Tech & Spec Prem Pay	6,222	10,794	7 754	1,639	5,132	3,628	6,767	11,019	4,735	3,765	4,710	6,595	10,852
6011-8763-70110 Tech & Spec Prem Pay	0	0	0	0	0	0	0	0	0	0	0	0	1,663
Total: 70110 Tech & Spec Prem Pay	153,671	176,501	126,169	166,416	108,557	124,283	194,763	252,065	166,733	90,252	107,252	125,680	146,248
70200 Registered Nurses:													
10-70200 Registered Nurses	263,254	264,812	226,763	250,003	353,778	358,734	347 633	342,004	252,000	354,522	283,245	350,159	251,413
10-70200 Registered Nurses	51,302	35,072	(65)	8,024	11,081	13 417	(47,978)	12,417	(2,547)	0	0	0	0
170-70200 Registered Nurses	3,355	0	0	0	0	0	0	0	0	0	0	0	68
6011 70200 Registered Nurses	227 195	270,115	294,694	243,620	255,628	255,307	272,895	306,374	300,601	327,366	223,097	76,157	(10,494)
11-6173 70200 Registered Nurses	214,537	243,379	248,540	223,183	252,699	242,058	217,653	262,456	248,326	289,751	239,099	263,312	275,955
6011-6173-70200 Registered Nurses	305,868	307,782	358,669	348,010	348,849	352,707	304,291	340,899	339,752	390,752	306,978	352,260	363,464
6011-6175-70200 Registered Nurses	326,933	341,285	358,600	332,256	391,329	295,406	366,709	327,271	356,057	417 997	419,571	453,691	358,685

Verity Healt Systems
Seton Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
6011-6341 70200 Registered Nurses	0	0	0	0	0	70,844	(28 656)	99,843	98,134	112,625	126,652	127,351	157,046
6011-6550-70200 Registered Nurses	105,576	106,281	106,309	109 456	119 849	110,772	97,242	111 776	110,834	124,204	122,702	119 717	113,143
6011-6560-70200 Registered Nurses	4,556	(1,681)	0	0	0	0	0	0	0	0	0	0	13 441
6011 7010-70200 Registered Nurses	297,809	301,232	333,068	309,371	301,656	345,035	321,403	349,636	293,376	343,984	338,070	324,376	276,188
6011 7300-70200 Registered Nurses	47 189	34,091	40,712	47,886	46 457	42,552	34,005	43,634	41,838	52,296	48 168	52,829	43,884
6011 7420-70200 Registered Nurses	150,760	148,231	191 031	149,241	157,706	140,705	135,842	156,835	148,227	155,738	144,766	163,665	133,263
6011 7427 70200 Registered Nurses	126,458	113,181	191,088	154,222	152,963	143,583	133,867	143,248	143,314	157,225	151,699	168,834	164,408
6011 7430-70200 Registered Nurses	40,766	47,310	59,875	51,202	53,433	57,818	46,771	44,264	59,078	57,434	51,078	59,455	55,835
6011 7500-70200 Registered Nurses	0	0	0	0	0	974	0	0	0	0	0	0	0
6011 7540-70200 Registered Nurses	0	0	0	0	0	0	0	0	0	22	0	0	0
6011-7550-70200 Registered Nurses	838	1,152	668	1,841	1,129	3,301	1,896	480	810	3,188	1,928	1,217	396
6011 7570-70200 Registered Nurses	81,295	69,721	83,980	76,358	78,049	77,041	76,595	72,788	69,122	80,845	76,834	89,944	69,063
6011-7620-70200 Registered Nurses	0	0	0	0	0	0	0	0	0	0	148	0	0
6011 7630-70200 Registered Nurses	43,411	1 459	13,828	15,844	22,818	20,780	11,894	22,240	3,853	1 848	1,444	1,832	1,308
6011 7631 70200 Registered Nurses	0	41,839	27,805	25,376	21,227	24,881	25,750	24,222	35,501	42,812	39,377	36,948	37,371
6011-7640-70200 Registered Nurses	8,819	10,202	4,226	(997)	0	0	0	0	0	0	0	0	0
6011 7680-70200 Registered Nurses	0	0	0	0	0	0	4,658	0	0	0	0	0	0
6011 7720-70200 Registered Nurses	0	0	977	(152)	1 468	(454)	0	0	0	0	0	0	0
6011 7730-70200 Registered Nurses	0	732	0	0	0	0	0	0	0	0	0	0	0
6011 7760-70200 Registered Nurses	79,335	97 139	110,718	100,930	111 749	97,040	92,959	98,179	90 109	99 199	106,333	90,580	97,899
6011 7891 70200 Registered Nurses	27,018	29,427	27,850	24,381	27,881	42,967	30,025	37,054	34,789	37,479	35,573	48,528	57,817
6011-8340-70200 Registered Nurses	0	0	0	0	0	7,574	7,032	9,025	8,839	9,556	(2,282)	0	0
6011-8370-70200 Registered Nurses	0	381	0	0	0	0	0	0	0	0	0	0	0
6011-8581 70200 Registered Nurses	8,765	10 148	12,315	4,189	8,286	(420)	1,063	0	906	692	5,183	37,847	20,744
6011-8720-70200 Registered Nurses	20,032	12,587	51,000	38,414	34,882	40,804	31,542	35,515	7,350	8,757	23,018	13,378	24 424
6011-8730-70200 Registered Nurses	371	3,095	4 813	2,291	943	398	2,453	8,266	1,459	1,182	233	452	25
6011-8740-70200 Registered Nurses	0	0	0	0	0	0	0	0	344	0	0	0	0
6011-8750-70200 Registered Nurses	0	0	0	0	0	4,183	0	0	12	0	0	0	0
6011-8751-70200 Registered Nurses	0	0	0	1,625	4,982	0	0	0	8,483	14,317	(3,181)	0	0
6011-8762 70200 Registered Nurses	0	0	0	0	0	0	0	0	0	0	4,439	(1,052)	0
6011-8763-70200 Registered Nurses	0	0	0	0	0	0	0	0	0	3,208	0	476	0
6011 9005-70200 Registered Nurses	0	0	0	0	0	0	0	5,117	(5,117)	0	0	0	0
Total: 70200 Registered Nurses	2,414,792	2,498,978	2,709 911	2,547,119	2,766,140	2,680,775	2,491,494	2,897,184	2,661,966	3,123,603	2,733,803	2,976,561	2,529,571
70210 Registered Nurses Premium:													
6011-6010-70210 Registered Nurses Premium	68,318	36,213	30,575	76,527	77,913	110,841	102,274	203,205	44,106	83,629	68,492	90 471	47,979
6011-6030-70210 Registered Nurses Premium	8,727	3,051	(43)	8,340	3,480	2,531	(12,047)	17 430	(3,205)	0	0	0	0
6011-6171 70210 Registered Nurses Premium	29,219	39,211	26,230	45,897	32,472	21,640	46,552	114,266	61 149	28,353	3,970	1,390	(394)
6011-6172 70210 Registered Nurses Premium	15,852	35,008	16 459	23,820	7,593	8,809	40,322	141 814	60,804	25,774	4,827	7 710	23,268
6011-6178-70210 Registered Nurses Premium	124,501	143,757	60,482	59,484	32,537	84,060	126,345	327,602	73 452	74,231	11,955	19 448	36,837
6011-6179-70210 Registered Nurses Premium	98,753	77 471	34,854	46,041	22,711	42,498	59,630	163,752	64,869	49,837	12,921	21,822	29,040
6011-6341 70210 Registered Nurses Premium	0	0	0	0	0	191	928	5,841	9,307	1,970	14,716	23,822	33,356
6011-6550-70210 Registered Nurses Premium	22,388	60,390	29,560	13,260	7,825	22,757	49,254	26,054	15,940	18,940	14,824	15,763	25 488
6011-6560-70210 Registered Nurses Premium	2,306	(1,021)	0	0	0	0	0	0	0	0	0	0	1,204
6011 7010-70210 Registered Nurses Premium	70,521	63,646	62,671	62,337	63,509	60,953	81,128	120,070	84,108	92,630	48,161	71,555	132,370
6011 7300-70210 Registered Nurses Premium	455	114	183	276	902	1 008	184	541	141	8,357	(1,528)	1,264	53
6011-7420-70210 Registered Nurses Premium	32,433	34 129	19,294	35,873	16,177	18,055	12,740	21,425	13,520	15,694	23,268	20,832	14,782
6011 7427 70210 Registered Nurses Premium	18,259	18,888	17,376	12,918	23,601	15,571	27,030	26,853	14,278	15,512	18,508	9,492	13,042
6011-7430-70210 Registered Nurses Premium	2,370	841	1,591	4,394	832	2,357	1,342	1,977	144	913	2,333	2,902	4 781
6011-7500-70210 Registered Nurses Premium	0	0	0	0	0	3	0	0	0	0	0	0	0
6011-7550-70210 Registered Nurses Premium	1,054	(414)	(3)	159	0	0	217	385	0	256	0	0	37
6011-7570-70210 Registered Nurses Premium	34,344	18,573	13,010	24,625	47,613	11,579	29,272	20,235	14 134	23,109	28,230	27,660	7,662
6011-7630-70210 Registered Nurses Premium	3,613	2,454	2,724	6,138	2,362	3,047	7,295	10,072	255	24	0	57	33
6011-7631 70210 Registered Nurses Premium	0	2,849	335	812	632	(307)	113	3,803	4,856	5,649	3,106	4,380	8,853
6011-7720-70210 Registered Nurses Premium	0	0	0	0	705	(294)	0	0	0	0	0	0	0
6011 7730-70210 Registered Nurses Premium	0	31	0	0	0	0	0	0	0	0	0	0	0
6011 7760-70210 Registered Nurses Premium	2,453	16,350	10,826	11,848	12,611	13,145	9,364	13,749	11,259	3,859	12,718	12,073	8,049
6011 7891 70210 Registered Nurses Premium	264	513	3,008	4,515	1,201	178	1,188	460	331	1 425	619	1,178	279
6011-8581 70210 Registered Nurses Premium	179	846	0	94	9	0	25	0	0	0	0	1,695	731
6011-8720-70210 Registered Nurses Premium	1,237	4,449	4,003	5,802	4,420	1,573	7,712	8,061	1,851	(306)	4,846	1,702	4,148
6011-8730-70210 Registered Nurses Premium	0	163	760	(197)	0	0	3	737	(364)	(1)	0	0	0
6011-8750-70210 Registered Nurses Premium	0	0	0	0	0	0	0	0	783	0	0	0	0
6011 9005-70210 Registered Nurses Premium	0	0	0	0	0	0	0	145	(145)	0	0	0	0
Total: 70210 Registered Nurses Premium	535,168	649,625	327,554	432,601	367,827	420,225	601,879	1,269 419	441,532	382,172	253,003	337,675	388,182
Licensed Vocational Nurses:													
-6172 70300 Licensed Vocational Nurses	0	0	0	0	0	0	0	0	0	0	0	0	43
1-6550-70300 Licensed Vocational Nurses	122,872	139,071	137,306	140,168	143,114	152,003	125,259	128,304	112,852	122,012	139,114	156,385	130,812
6011-6560-70300 Licensed Vocational Nurses	0	0	0	0	0	0	0	0	0	0	0	0	10,844
6011-7060-70300 Licensed Vocational Nurses	2,760	1 086	2,342	(540)	0	8,734	4,345	8,396	5,447	9,364	3,978	8,413	8,681
6011-8581 70300 Licensed Vocational Nurses	12,242	8,164	3,758	413	0	0	0	0	0	0	0	0	0
Total: 70300 Licensed Vocational Nurses	137,874	148,321	144,358	140,033	143,114	161,736	130 604	136,699	118,299	130,376	142,992	164,797	147,283
70310 Licensed Vocational Nurses Premium:													
6011-6172 70310 Licensed Vocational Nurses Pr	0	0	0	0	0	0	0	0	0	0	0	0	483
6011-6550-70310 Licensed Vocational Nurses Pr	56 481	62,136	43,040	20,331	29,731	1 125	61,539	66 134	61,073	46,749	34,005	13,957	49,304
6011-6560-70310 Licensed Vocational Nurses Pr	0	0	0	0	0	0	0	0	0	0	0	0	298
6011 7060-70310 Licensed Vocational Nurses Pr	1	62	31	0	0	47	22	76	1	26	3	150	(47)
6011-8581 70310 Licensed Vocational Nurses Pr	861	1,777	(181)	0	0	0	0	0	0	0	0	0	0
Total: 70310 Licensed Vocational Nurses Premium	57,423	63,975	42,830	20,331	29,731	1,172	61,558	66,210	61,073	46,775	34,008	19,059	50,079
70400 Aides & Orderlies:													
6011-6010-70400 Aides & Orderlies	0	231	0	0	394	316	1,052	186	0	0	181	855	(228)
6011-6030-70400 Aides & Orderlies	0	0	0	0	0	0	0	287	(56)	0	0	0	0
6011-6070-70400 Aides & Orderlies	0	0	0	0	0	0	0	0	251	0	0	0	0
6011-6130-70400 Aides & Orderlies	0	0	0	0	0	459	(277)	316	151	0	0	0	0
6011-6170-70400 Aides & Orderlies	0	0	0	228	0	0	247	(19)	0	0	0	0	0
6011-6171 70400 Aides & Orderlies	17,703	17,459	24,158	25,452	29 424	25,477	24,521	27,578	18,881	23,722	14,971	11,345	(2,803)
6011-6172 70400 Aides & Orderlies	13 479	17,777	18,696	15,357	13 172	20 129	14 668	21,778	24,252	24,018	15,602	18,902	20,646
6011-6178-70400 Aides & Orderlies	25,005	25,474	23,276	25,611	30,148	35,234	30,832	25,685	24,725	22,301	41,078	38,982	36,100
6011-6179-70400 Aides & Orderlies	29,248	23,998	24 171	25,527	23 170	30,048	24,285	23,731	25,130	31,881	29,965	34,332	28,658
6011-6341 70400 Aides & Orderlies	5,282	96	943	5,418	4,919	11,286	(3,694)	23,722	28 100	33,483	33,854	28,059	45,776
6011-6550-70400 Aides & Orderlies	103,255	102,523	103,355	92,164	102,972	104,020	95,857	99,288	90,293	96,457	97,109	97,523	104,705
6011-6560-70400 Aides & Orderlies	0	0	0	0	0	0	0	0	0	358	(123)	0	18,178
6011 7010-70400 Aides & Orderlies	17,705	17,495	17,717	17,818	20,252	17,129	20,860	26,162	25,825	27,365	15,962	21 148	19,955
6011-7070-70400 Aides & Orderlies	0	0	0	0	0	933	(431)	0	0	0	0	0	0
6011-7080-70400 Aides & Orderlies	4,012	7 186	4,248	4,810	4,690	5,468	3,721	4,334	4,590	5,355	4,879	5,870	2,526
6011 7420-70400 Aides & Orderlies	11,253	9,480	11,965	8,659	9,829	12,441	10,886	12,570	12,492	13,292	12,453	10 424	7,805
6011 7427 70400 Aides & Orderlies	8,204	8,434	8,128	8,301	12,069	10,779	12,765	12,445	11,203	13,578	7,532	12,451	11,594
6011 7430-70400 Aides & Orderlies	1,173	2,897	944	2,113	1,965	2,847	(466)	1 636	2,670	2,324	1 922	2,555	3,060
6011 7630-70400 Aides & Orderlies	0	0	0	0	0	0	630	1 939	627	648	1,835	656	1 949
6011 7634-70400 Aides & Orderlies	0	0	0	0	0	0	0	0	0	985	(202)	761	(347)
6011 7770-70400 Aides & Orderlies	9,597	9,660	10,483	9,408	10 153	10,203	9,405	9,599	8,440	10,778	9,030	8,957	9,213
6011 7891 70400 Aides & Orderlies	4,703	1,399	5,233	4,664	4,577	1 190	4,537	4,576	3,853	8,242	4,474	4,200	3,891
6011-8370-70400 Aides & Orderlies	31,691	39 456	39 476	36,656	37 186	37,511	28,807	32,443	27 173	39 466	32,659	37,881	32,639
6011-8385-70400 Aides & Orderlies	0	0	0	0	0	1 409	(297)	0	0	0	0	0	0
6011-8400-70400 Aides & Orderlies	4,835	4,705	4,882	4,857	4,790	5,353	4,457	5,429	5,458	10,776	3,172	4,641	5,143
6011-8581 70400 Aides & Orderlies	0	0	537	1,058	(117)	436	(201)	0	0	0	1,275	4,587	4,723
6011-8730-70400 Aides & Orderlies	6,004	6,233	8,142	5,970	10 139	4,164	8,728	6,188	5,622	8,213	3,240	4,588	4,361
Total: 70400 Aides & Orderlies	292,437	292,282	303,257	298,329	324,740	339,436	293,205	343 134	312,300	376 677	339,371	357,618	358,153
70410 Aides & Orderlies Premium:													
6011-6010-70410 Aides & Orderlies Premium	0	1	0	0	0	1,319	(508)	31	0	0	0	22	(10)
6011-6070-70410 Aides & Orderlies Premium	0	0	0	0	0	24	(11)	0	0	0	0	0	0
6011-6130-70410 Aides & Orderlies Premium	0	0	0	0	0	0	0	0	1	0	0	0	0
6011-6170-70410 Aides & Orderlies Premium	0	0	0	0	0	0	0	351	0	0	0	0	0
6011-6171 70410 Aides & Orderlies Premium	10,667	2,336	6,877	5,668	16,297	18,020	20,879	19,058	13,600	2,667	294	959	(3)
6011-6172 70410 Aides & Orderlies Premium	4,612	1,918	(236)	3,656	3,716	1,558	3 893	7 164	10,639	2,230	34	4,147	1,894
6011-6178-70410 Aides & Orderlies Premium	9,343	13,140	8,337	17,057	12,047	13 114	17,455	21 400	21,018	11,179	13,060	23,533	(2,304)
6011-6179-70410 Aides & Orderlies Premium	8,638	1,329	203	7,433	1,329	1,164	8,428	8,571	7 427	1,970	1,206	7,260	692
6011-6341-70410 Aides & Orderlies Premium	644	958	33	665	155	708	843	2,119	4,057	1,870	5,812	4,997	11,869
6011-6550-70410 Aides & Orderlies Premium	40,960	48,831	29,040	32,868	23,171	21,395	42,860	43,291	46,228	25,677	18,755	15,967	14,337
6011-6560-70410 Aides & Orderlies Premium	0	0	0	0	0	0	0	0	0	21	(7)	0	165
6011 7010-70410 Aides & Orderlies Premium	8,000	5,941	4,638	4,948	8,697	4,700	7,172	10,247	1,812	3,970	1,337	2,858	1,691
6011 7070-70410 Aides & Orderlies Premium	0	0	0	0	0	858	(395)	0	0	0	0	0	0
6011 7080-70410 Aides & Orderlies Premium	48	1	0	73	35	60	29	(2)	1	5	49	104	(41)
6011-7420-70410 Aides & Orderlies Premium	18	579	95	196	452	192	592	412	98	121	48	89	1,023
6011 7427 70410 Aides & Orderlies Premium	270	470	348	188	936	819	894	1,683	1 150	384	243	140	734
6011 7430-70410 Aides & Orderlies Premium	329	(7)	14	59	18	43	(19)	25	88	8	29	(4)	94
6011 7630-70410 Aides & Orderlies Premium	0	0	0	0	0	0	58	37	(8)	94	(2)	2	0
6011 7770-70410 Aides & Orderlies Premium	668	612	0	654	0	0	960	1,977	837	117	(10)	1,023	987
11 7681 70410 Aides & Orderlies Premium	0	0	0	0	0	0	1	0	0	0	0	0	11
-6370-70410 Aides & Orderlies Premium	922	2,100	1,205	2,920	(154)	689	8,758	4,728	1,457	98	1,431	427	1,382
00-70410 Aides & Orderlies Premium	797	214	(5)	0	693	(212)	1 750	1,044	332	(98)	0	31	372
61-70410 Aides & Orderlies Premium	0	0	23	359	0	0	0	0	0	0	0	2	(1)
-8730-70410 Aides & Orderlies Premium	3,843	1,698	2,175	1,713	1,427	852	4,681	474	284	2,571	(168)	0	1,819
Total: 70410 Aides & Orderlies Premium	88,389	77,526	53,913	78,490	67,033	69,193	116,326	122,196	109,761	54,890	41,888	61,845	33,821
70500 Clerical & Other Admin:													

Verity Healt Systems
Seton Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
6011-6010-70500 Clerical & Other Admin	8,522	5,114	7,882	7,688	11 443	11,043	7,203	8,609	8,757	10,191	5,045	10,665	8,973
6011-6030-70500 Clerical & Other Admin	139	(91)	0	722	(121)	0	515	157	0	0	0	0	0
6011-6171 70500 Clerical & Other Admin	1 624	4,381	4,427	3,629	8,509	6,281	8,593	5,115	7,350	8,377	5,847	2,693	(509)
6011-6172 70500 Clerical & Other Admin	8,177	6,136	6,178	3,177	7 071	7 140	6,864	8,073	7,525	8,459	4,721	6,738	6,135
6011-6175 70500 Clerical & Other Admin	2,472	7,663	8,880	9,291	9 422	8,957	8,606	10,305	6,977	6,209	2,125	10 478	6,042
6011-6179 70500 Clerical & Other Admin	7,259	8,635	8,603	7,249	12,204	8,958	9,445	10,045	7,563	8,639	7,554	6,122	6,188
6011-6341 70500 Clerical & Other Admin	450	(214)	1,553	24	123	7,547	(3,211)	7 627	7,284	8,956	15,352	13,946	13,570
6011-6550-70500 Clerical & Other Admin	973	1,243	524	0	1,194	(37)	1,637	(11)	522	(39)	800	1,210	6,783
6011-6560-70500 Clerical & Other Admin	992	(428)	0	0	0	1 049	1,638	3,344	1,556	1,717	5,265	3,130	1,532
6011-7010-70500 Clerical & Other Admin	29 168	29,622	27,569	30,079	22,054	28,888	29,792	24,842	30,819	29,005	29,864	29 464	29,464
6011-7072 70500 Clerical & Other Admin	4,302	4,337	4,498	3,699	2,965	3,837	2,335	3,913	2,928	3,761	4 022	3,840	3,811
6011 7080-70500 Clerical & Other Admin	5,543	4,702	4,604	4,280	1,126	2,638	5,393	5,735	4,116	6,971	5,057	6,959	6,811
6011-7420-70500 Clerical & Other Admin	9,814	9,571	10,833	9,803	10,108	10,943	5,812	5,297	9,659	17,557	5,744	8,128	7,251
6011 7430-70500 Clerical & Other Admin	8,624	7,265	8,778	7,404	8,965	5,426	7,806	5,379	7,985	8,652	8,717	8,218	6,393
6011 7500-70500 Clerical & Other Admin	7 434	5,308	(33)	2,296	7,425	6,605	6,382	2,203	8,913	8,203	9,057	13,757	6,118
6011 7520-70500 Clerical & Other Admin	6,049	6,630	6,860	6,949	6,093	8,275	6,983	5,524	6,284	6,193	4,611	4,223	4,812
6011 7550-70500 Clerical & Other Admin	(345)	0	0	0	0	0	0	0	0	0	0	0	0
6011 7591 70500 Clerical & Other Admin	3,656	4,723	4,260	4,915	4,520	5,320	893	4,265	2,902	3,358	5,804	3,769	916
6011 7630-70500 Clerical & Other Admin	28,632	39,264	39,252	39,821	30 193	25,394	36,623	34,357	39,708	40,721	29 471	34,820	33,394
6011 7631 70500 Clerical & Other Admin	0	1,237	0	0	0	0	1,106	(38)	1,774	(394)	6,864	(1 186)	3,321
6011 7634-70500 Clerical & Other Admin	13,179	8,522	8,865	8,592	6,230	4,831	429	1,210	1,828	5,135	4 635	4,552	4,882
6011-7635-70500 Clerical & Other Admin	5,152	49	(71)	0	0	764	764	651	458	1,607	5,715	3,640	4,404
6011-7640-70500 Clerical & Other Admin	12,738	4,842	13,196	13,634	8,634	8,779	(776)	2,195	5,435	9,442	8,126	9,807	9,815
6011-7650-70500 Clerical & Other Admin	7,002	4,258	6,838	3,178	11,334	6,740	5,196	6,807	6,148	7,314	8,814	6,223	6,411
6011 7652-70500 Clerical & Other Admin	0	253	(36)	0	0	0	555	1,008	1,740	(768)	0	4,112	(368)
6011-7720-70500 Clerical & Other Admin	6,122	5,652	6,042	8,409	8,470	2,327	3,276	6,616	6,314	6,622	5,045	6,758	3,204
6011-7571-70500 Clerical & Other Admin	0	0	0	0	0	526	(263)	0	0	0	0	0	0
6011 7881 70500 Clerical & Other Admin	4,314	4,178	4,023	4,322	2,776	557	5,838	4 107	3,597	5,041	20,194	(711)	5,018
6011-8310-70500 Clerical & Other Admin	3,918	2,356	4,457	3,658	3,660	4,193	2,052	2,876	3,702	712	0	0	0
6011-8340-70500 Clerical & Other Admin	19,624	18,396	21,846	20,843	21 497	20,854	20,522	19,672	19,299	22,525	20,791	22,045	19,888
6011-8400-70500 Clerical & Other Admin	4,174	4,051	3,988	4,389	4,882	4,370	4,329	3,259	3,711	8,088	3,971	4,500	4,378
6011-8420-70500 Clerical & Other Admin	0	0	0	0	0	0	0	0	0	0	0	69	61
6011-8440-70500 Clerical & Other Admin	4,541	4,950	4,873	5,052	3,742	5,565	2,082	4 858	4,978	3,735	5,263	5,705	4,884
6011-8470-70500 Clerical & Other Admin	21,792	21 105	23,710	21,533	22,178	20,807	18,012	19,941	20 412	23,553	23,933	24,055	21,144
6011-8550-70500 Clerical & Other Admin	107,052	106,393	110,934	99,045	110,888	106,642	100,248	105,784	99,518	113,571	110 639	118,691	108,226
6011-8610-70500 Clerical & Other Admin	4,939	4,170	5,313	4 845	5,009	5,078	3,923	4,789	5,148	5,700	5,166	5,838	3,769
6011-8631-70500 Clerical & Other Admin	35,580	32,521	39 183	37,055	40,738	40,732	32,236	37,098	39,650	44,260	42,076	48,752	41,078
6011-8650-70500 Clerical & Other Admin	9 639	6,532	6,850	8,492	10,325	10,058	7,414	8,413	8,148	8,658	8,308	8,824	8,494
6011-8660-70500 Clerical & Other Admin	9,368	8,371	8,397	8,893	9,870	4,524	8,711	9,375	8,128	8,716	7,451	10,063	8,959
6011-8681 70500 Clerical & Other Admin	0	0	0	0	0	0	0	0	0	0	0	0	184
6011-8700-70500 Clerical & Other Admin	27,812	29 470	31,791	30,631	31,833	31,765	30,764	31,695	28,460	28,452	30,825	29,762	33,099
6011-8710-70500 Clerical & Other Admin	3,208	(1,530)	0	18,004	(333)	8,970	3,592	4,532	3,769	4,441	4,304	4,441	4,092
6011-8720-70500 Clerical & Other Admin	13,691	10,253	12,129	11,704	16,242	18,296	19,240	23,077	21,771	22,107	24,183	16,715	18,092
6011-8730-70500 Clerical & Other Admin	0	0	0	0	0	0	352	729	171	(70)	0	453	(211)
6011-8761 70500 Clerical & Other Admin	18,834	13,729	15,084	4,630	16,870	19,976	14,047	13,442	13,214	19,183	16,503	17,641	14,579
6011-8762 70500 Clerical & Other Admin	0	0	0	0	0	0	0	0	0	0	5,761	4,406	4,469
Total: 70500 Clerical & Other Admin	459,580	452,682	470,702	444,309	482,306	476,984	417,239	464,112	458,040	520,193	508,490	515,843	485,794
70510 Clerical & Other Admin Premium													
6011-6010-70510 Clerical & Other Admin Premio	1,240	857	608	1,090	65	843	2,658	2,003	(97)	145	231	1	598
6011-6030-70510 Clerical & Other Admin Premio	0	0	0	638	0	0	(511)	658	(104)	0	0	0	0
6011-6170-70510 Clerical & Other Admin Premio	0	0	0	0	0	0	0	0	0	0	0	0	372
6011-6171 70510 Clerical & Other Admin Premio	3,909	3,944	2,514	7,055	668	2,628	2,806	1,952	1,764	1,304	3,557	(1 470)	1
6011-6172 70510 Clerical & Other Admin Premio	2,073	2,894	1 906	2,993	857	3,457	316	2,197	955	1,229	(343)	575	126
6011-6175 70510 Clerical & Other Admin Premio	5,892	1,883	2,115	2,652	1,283	4,498	3,019	8,757	2,191	2,857	2,052	(1,205)	2,381
6011-6179-70510 Clerical & Other Admin Premio	3,443	3,055	3,050	1,894	2,058	4 604	4,807	7,404	7 182	5,768	1,212	2,469	406
6011-6341 70510 Clerical & Other Admin Premio	0	254	3,477	1,603	38	7	78	893	810	165	281	(40)	2,008
6011-6550-70510 Clerical & Other Admin Premio	1,715	1,319	750	1,448	2,121	2,583	3,291	448	0	652	0	1,428	2,447
6011-6560-70510 Clerical & Other Admin Premio	(376)	311	0	0	0	398	2,435	908	2,195	(141)	926	306	490
6011 7010-70510 Clerical & Other Admin Premio	2,933	1,557	874	2,501	1,730	(499)	3,005	4,049	1,772	1,639	852	1 851	2,294
6011-7072 70510 Clerical & Other Admin Premio	27	60	231	3,140	(758)	511	(22)	312	418	2,203	(63)	2,372	6
6011 7080-70510 Clerical & Other Admin Premio	2	(1)	1	67	282	51	32	82	88	75	(6)	58	30
11 7420-70510 Clerical & Other Admin Premio	1,220	2,643	552	1 154	2,492	1,228	864	18	552	653	403	256	647
-7430-70510 Clerical & Other Admin Premio	3	1	28	33	(9)	39	815	2	1	1	45	(13)	53
00-70510 Clerical & Other Admin Premio	(29)	91	0	0	11	0	112	112	0	0	0	12	0
20-70510 Clerical & Other Admin Premio	0	0	0	0	22	4	0	0	0	0	0	0	0
-7591-70510 Clerical & Other Admin Premio	(76)	18	24	13	0	0	0	0	69	106	23	(9)	0
11 7630-70510 Clerical & Other Admin Premio	1,788	1,509	707	1,269	1,986	1,801	1 787	1,317	1,394	454	614	1,709	428
6011 7631 70510 Clerical & Other Admin Premio	0	0	0	0	0	0	0	0	0	0	53	(11)	17
6011 7634-70510 Clerical & Other Admin Premio	1	193	42	97	288	1,107	(58)	262	49	714	84	13	72
6011 7635-70510 Clerical & Other Admin Premio	(18)	70	0	0	0	0	60	0	3	23	692	(188)	487
6011 7640-70510 Clerical & Other Admin Premio	0	14	0	0	0	105	(42)	29	0	0	0	54	170
6011 7650-70510 Clerical & Other Admin Premio	4	24	89	22	111	74	48	85	25	60	26	71	29
6011-7652-70510 Clerical & Other Admin Premio	0	0	0	0	0	0	0	0	0	0	0	0	268
6011-7681 70510 Clerical & Other Admin Premio	18	92	157	211	61	(18)	262	240	255	244	592	791	668
6011-8310-70510 Clerical & Other Admin Premio	0	0	13	(3)	32	(13)	0	0	0	0	0	0	0
6011-8340-70510 Clerical & Other Admin Premio	982	2,697	(202)	975	94	240	2,307	3,039	1,013	(113)	264	163	2,048
6011-8400-70510 Clerical & Other Admin Premio	1,339	(433)	116	938	455	(88)	467	494	350	(103)	0	971	718
6011-8420-70510 Clerical & Other Admin Premio	0	0	0	0	0	0	0	0	0	0	0	61	0
6011-8440-70510 Clerical & Other Admin Premio	(13)	114	33	217	(33)	25	(18)	0	12	0	6	0	0
6011-8470-70510 Clerical & Other Admin Premio	1,373	1 175	70	1,193	259	3,896	5,035	2,839	1,295	(176)	415	(39)	1,240
6011-8550-70510 Clerical & Other Admin Premio	3,692	4,577	1,045	3,694	1,852	784	8 663	8,763	3,578	709	1,301	1 142	2,943
6011-8631 70510 Clerical & Other Admin Premio	170	1,255	427	(122)	(8)	12	0	0	0	0	0	0	23
6011-8650-70510 Clerical & Other Admin Premio	(72)	31	1	0	0	69	0	0	0	0	0	0	0
6011-8681 70510 Clerical & Other Admin Premio	0	0	0	0	0	0	0	0	0	0	0	0	12
6011-8700-70510 Clerical & Other Admin Premio	1,252	2,472	2,222	1,448	552	2,005	1,448	1 453	1 457	2,256	385	312	904
6011-8710-70510 Clerical & Other Admin Premio	0	0	0	0	255	(38)	33	0	0	0	0	0	0
6011-8730-70510 Clerical & Other Admin Premio	1,743	1,865	1,275	1,694	1 052	694	5,479	6,385	4,339	3,823	2,557	3,595	3,011
6011-8730-70510 Clerical & Other Admin Premio	0	0	0	0	0	0	707	1,982	255	(50)	0	2,747	(1,269)
6011-8761 70510 Clerical & Other Admin Premio	1,385	1,643	1,943	1,255	955	1,013	193	2,564	1,394	691	837	845	1 147
Total: 70510 Clerical & Other Admin Premium	35,788	35,483	22,286	39,982	18,291	32,149	49,572	66,834	33,113	25,827	18,051	17,235	26,199
70520 Environmental & Food Services													
6011-6341 70520 Environmental & Food Services	0	0	0	0	0	2,252	0	0	0	0	0	0	0
6011-8340-70520 Environmental & Food Services	121,184	104,068	121,023	94,804	110,129	104,730	105,922	115,463	111,122	143,175	120,471	127 121	123,680
6011-8440-70520 Environmental & Food Services	153,864	142,068	152,814	152,772	161,371	137,526	154,781	160 436	136,760	158,419	152,652	174,455	154 647
6011-8460-70520 Environmental & Food Services	118,419	112,300	121,982	123,011	126,169	121,830	120,821	126,575	123,870	148,760	130,694	140,459	121,491
6011-8465-70520 Environmental & Food Services	60,765	39,894	60,473	62,431	61,569	57,644	53,462	56,198	49,542	61,245	52,593	50,129	52,898
6011-8681 70520 Environmental & Food Services	7,808	(1,924)	6,189	8,327	9,471	(1,397)	0	816	0	0	0	0	1,025
6011-8710-70520 Environmental & Food Services	0	0	0	0	0	0	0	0	0	0	0	0	661
Total: 70520 Environmental & Food Services	439,949	396,394	462,481	431,395	467,709	432,606	434,668	459,700	420,293	508,603	471,420	492,165	453,000
70610 Environmental & Food Services Premium													
6011-6341 70610 Environmental & Food Services Premium	0	0	0	0	0	1 433	0	0	0	0	0	0	0
6011-8340-70610 Environmental & Food Services Premium	14,374	14,365	11,964	15,865	7,035	10,292	19,703	21,898	8,468	1,251	8,583	7,033	9,297
6011-8440-70610 Environmental & Food Services Premium	7,515	13,534	8,941	9,804	8,668	8,723	10,506	15,314	14,105	2,076	1,036	1,414	8,404
6011-8460-70610 Environmental & Food Services Premium	22,904	25,325	13,991	8,629	8,165	22,319	22,442	14,643	12,392	16,160	14,381	19,828	22,165
6011-8465-70610 Environmental & Food Services Premium	(1,304)	2,491	8,412	399	161	1,952	2,302	1 742	1,311	2,816	(420)	0	423
6011-8681 70610 Environmental & Food Services Premium	455	150	655	743	(20)	0	0	0	0	0	0	0	0
6011-8710-70610 Environmental & Food Services Premium	0	0	0	0	0	0	0	0	0	0	0	0	941
Total: 70610 Environmental & Food Services Premium	44,068	57 176	39,462	36,645	20,696	45,638	55,016	54,194	37,275	22,304	21,455	28,275	51,224
70800 Other Salaries & Wages													
6011-8491 70800 Other Salaries & Wages	7,954	6,622	6,845	9,985	11 196	8,321	8,686	7 000	7,244	8,942	8,046	10 146	7,787
Total: 70800 Other Salaries & Wages	7,954	6,622	6,845	9,985	11,196	8,321	8,686	7,000	7,244	8,942	8,046	10,146	7,787
70810 Other Salaries & Wages Premium													
6011-8491 70810 Other Salaries & Wages Premio	269	1,601	78	1,869	2,021	368	157	465	(9)	130	48	30	20
Total: 70810 Other Salaries & Wages Premium	269	1,601	78	1,869	2,021	368	157	465	(9)	130	48	30	20
Total Productive Salaries	**6,813,003**	**6,897,400**	**7,107,413**	**6,802,131**	**7,156,622**	**7,872,690**	**7,041,612**	**6,601,975**	**7,012,090**	**7,348,097**	**7,102,784**	**7,513,052**	**6,416,207**
Non-Productive Salaries:													
71200 Vacation Holiday & Sick Leav													
6011-6010-71200 Vacation Holiday & Sick Leav	51,703	100,478	40 100	5,778	38,255	44 484	136,857	394,330	88,162	53,491	60,348	48,330	80,788
6011-6030-71200 Vacation Holiday & Sick Leav	22,442	32,615	353	2,471	14 157	9,711	(92,589)	(140 730)	0	0	0	0	0
6011-6171 71200 Vacation Holiday & Sick Leav	60,512	60,589	34 245	33,241	19,363	43,762	62,639	109,630	49,733	48,209	43,855	54,022	48,619
6011-6172 71200 Vacation Holiday & Sick Leav	35,779	61,276	(18,344)	49,665	34,537	38 193	57,047	103,147	57,994	30,376	37,094	44,856	61,302
-6175-71200 Vacation Holiday & Sick Leav	72,425	78,126	45,073	65,708	61,760	62,929	68,330	186,882	61,881	59,239	64,563	63,509	56,806
179-71200 Vacation Holiday & Sick Leav	60,845	68 184	43,513	57,186	47,284	58,765	60 436	153,354	76,060	61,805	48,126	63,736	59,777
11 71200 Vacation Holiday & Sick Leav	3,381	4,177	3,421	3,551	1,748	8,573	20,327	29,057	18,972	16 430	14,897	17,250	11,857
10-71200 Vacation Holiday & Sick Leav	90,769	78,822	61,857	59,615	14,660	97,221	84,976	101,977	73 100	93,735	90,125	71 176	97 132
1-0680-71200 Vacation Holiday & Sick Leav	0	0	0	0	0	0	0	0	0	0	0	0	39,840
6011 7010-71200 Vacation Holiday & Sick Leav	39,618	59,255	51,209	43,152	39,127	38,234	64,743	91,612	45,969	39,536	14,991	53,124	47,354
6011 7072 71200 Vacation Holiday & Sick Leav	1,205	1 458	1 411	1,383	1 487	1,374	1,290	1,649	1,336	1,828	1,553	1,648	2,470
6011 7080-71200 Vacation Holiday & Sick Leav	7 125	8,638	5,223	14,220	12,941	16,203	13,161	17,942	8,254	8,868	8,374	11,589	9 716

Verity Healt Systems
Seton Medical Center
Trended Income Statement
June 30, 2018

	8/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
6011-7420-71200 Vacation Holiday & Sick Leav	35,707	41,411	28,079	39,933	39,768	40,507	49,686	58,002	38,264	41,481	34,111	56,807	61,776
6011-7427-71200 Vacation Holiday & Sick Leav	19,660	33,144	34,945	24,583	27,454	10,218	47,014	51,162	5,013	17,450	23,040	21,339	30,945
6011-7430-71200 Vacation Holiday & Sick Leav	18,210	22,483	13,809	14,525	15,431	14,915	25,440	41,042	17,049	19,217	20,057	15,720	23,837
6011-7500-71200 Vacation Holiday & Sick Leav	50,033	57,592	49,519	43,225	43,688	43,062	48,204	43,826	33,594	53,697	52,929	53,028	51,722
6011-7535-71200 Vacation Holiday & Sick Leav	3,910	4,051	3,675	3,853	3,490	3,165	2,852	2,713	2,648	146	1,977	2,021	1,636
6011-7550-71200 Vacation Holiday & Sick Leav	4,315	7,571	4,555	5,108	4,707	5,944	4,027	6,840	6,350	5,410	5,340	5,308	4,243
6011-7570-71200 Vacation Holiday & Sick Leav	21,359	20,130	13,738	17,165	20,400	19,857	21,434	37,843	18,547	14,818	14,520	19,205	22,204
6011 7691 71200 Vacation Holiday & Sick Leav	1,564	1,229	1,283	1,843	1,572	1,353	1,574	1 793	2,121	1,999	2,050	1,757	1,435
6011 7620-71200 Vacation Holiday & Sick Leav	600	525	519	602	519	852	678	838	575	635	1,100	638	817
6011 7630-71200 Vacation Holiday & Sick Leav	65 485	63 165	63,624	74,598	64,553	60 159	69 404	60,978	(67,597)	44,522	49,748	48 183	43 473
6011 7631 71200 Vacation Holiday & Sick Leav	0	0	0	0	0	0	0	0	96,771	9 741	9 672	14,099	10,356
6011 7634-71200 Vacation Holiday & Sick Leav	1 182	1,290	1,273	(206)	0	0	0	0	0	0	0	0	0
6011 7635-71200 Vacation Holiday & Sick Leav	1,858	2,387	1 763	2,348	2,130	2,333	2,040	2,184	2,023	2,159	1,953	2,174	1,964
6011 7640-71200 Vacation Holiday & Sick Leav	26,177	20,813	11,520	24,609	14,570	12,456	11,784	14,558	10,039	10,882	10,668	10,215	10,798
6011 7650-71200 Vacation Holiday & Sick Leav	5,029	6,465	5,416	5,060	12,578	11,634	5,491	5,433	5,852	5,815	5,333	5,966	5,833
6011 7710-71200 Vacation Holiday & Sick Leav	26,553	64,916	27,229	29,722	30,863	29,302	39,204	40,838	27,968	44,330	43,909	41,130	46,057
6011 7720-71200 Vacation Holiday & Sick Leav	47,290	76,228	55,223	60,068	60,869	67 171	63,161	61,038	53,101	66,977	54,763	67,686	67 172
6011 7730-71200 Vacation Holiday & Sick Leav	0	0	79	401	48	1,532	601	495	459	521	488	521	499
6011 7760-71200 Vacation Holiday & Sick Leav	13,903	12,522	12,028	19,668	14,001	15,039	24,214	33,023	23,328	10,740	(946)	25,816	14,811
6011 7770-71200 Vacation Holiday & Sick Leav	9,657	14,364	9,479	9,402	10,035	8,624	10,878	10 499	9,022	10,442	8,335	13,821	9,673
6011-7780-71200 Vacation Holiday & Sick Leav	1 693	2,056	1,464	1,852	1,846	1,872	1,710	2,050	1 760	1,788	1,931	3,126	1,844
6011-7790-71200 Vacation Holiday & Sick Leav	2,321	2,609	2,276	2,347	2,425	2,368	2,313	2,788	2,650	2,669	2,197	2,509	2,496
6011-7571-71200 Vacation Holiday & Sick Leav	1,569	2,652	2,200	1,852	1,763	2,143	1,760	2,637	1,626	2,078	1,741	2,097	2,378
6011 7581-71200 Vacation Holiday & Sick Leav	15,268	4,607	4,354	7 407	19,849	6,009	6,128	14,300	6,953	6,454	5,184	8,234	5,978
6011-8310-71200 Vacation Holiday & Sick Leav	693	954	718	577	702	809	695	685	637	1,696	2,268	2,269	3,051
6011-8340-71200 Vacation Holiday & Sick Leav	33,274	31,533	31,583	31,731	32,479	33,122	17,730	51,508	27,137	31,095	31,203	30,012	35,773
6011-8360-71200 Vacation Holiday & Sick Leav	1,033	(20,268)	0	0	0	0	20,255	0	0	0	0	0	0
6011-8370-71200 Vacation Holiday & Sick Leav	6,721	6,370	6,858	6,054	6,605	6,977	6,586	7,901	6,269	6,053	6,103	7,157	7,952
6011-8385-71200 Vacation Holiday & Sick Leav	11 453	10,745	11,141	10,344	8,283	16,543	9,239	9,339	9,591	10 120	9,841	9,572	10,109
6011-8400-71200 Vacation Holiday & Sick Leav	8,690	9,214	7,325	6,333	7,098	6,151	9 488	8,833	8,892	7,194	8,392	8,135	7,325
6011-8450-71200 Vacation Holiday & Sick Leav	30,020	34,198	34,729	21,882	30,112	41,490	30,800	34,166	26,336	29,337	28,081	29,372	31,266
6011-8460-71200 Vacation Holiday & Sick Leav	31,336	33,986	32,886	22,810	26,327	37 494	31 134	37,244	22,239	26,076	(4,950)	30,773	29,346
6011-8635-71200 Vacation Holiday & Sick Leav	6,300	9,857	5,976	6,388	6,114	6,710	6,578	6,452	6,114	7,040	6,035	6,908	10,785
6011-8470-71200 Vacation Holiday & Sick Leav	4,852	4,917	4,834	4,577	5,353	5,420	4,316	4,952	4,597	5,097	4,843	5,150	4,859
6011-8491 71200 Vacation Holiday & Sick Leav	1,574	2,050	2,007	2,838	2,762	2,522	1,942	1,953	1,854	2,573	2,219	1,983	1,799
6011-8510-71200 Vacation Holiday & Sick Leav	3,026	2,820	2,038	1,854	1,893	2,762	2,844	2,314	2,374	455	1,883	979	3,195
6011-8560-71200 Vacation Holiday & Sick Leav	23,155	25,357	21,002	19,979	19,018	23,576	24,200	22,007	19 114	25,600	20,152	20,523	21,269
6011-8610-71200 Vacation Holiday & Sick Leav	12,219	33,915	8,105	4,548	5,629	8,041	7 752	6,655	304	1,210	3,057	1,945	218,771
6011-8625-71200 Vacation Holiday & Sick Leav	1 164	1,588	1,252	1,211	1 192	1,223	1 094	1,239	1 122	1,282	1,211	1,252	880
6011-8630-71200 Vacation Holiday & Sick Leav	0	2,315	0	0	0	0	3,654	1 468	723	0	0	723	1,468
6011-8631 71200 Vacation Holiday & Sick Leav	7,775	7,355	6,734	11,491	8,047	8,034	20 151	7,375	6,810	8,215	7,308	7,525	7,813
6011-8635-71200 Vacation Holiday & Sick Leav	953	253	0	0	0	1,018	907	951	847	951	2,172	1,991	1,614
6011-8650-71200 Vacation Holiday & Sick Leav	(858)	5,055	2,995	2,858	6,852	2,922	5,073	4,577	3,699	3,875	8,524	10,519	5,102
6011-8660-71200 Vacation Holiday & Sick Leav	2,922	4,812	5,005	4,697	4,008	4,202	4,973	4,821	4,360	4,525	4,842	4,831	4,889
6011-8681 71200 Vacation Holiday & Sick Leav	0	0	0	0	0	0	0	0	0	0	0	523	0
6011-8700-71200 Vacation Holiday & Sick Leav	5,120	7,988	5,104	5,977	5,628	9,184	5,757	7,256	5,636	7,391	14,681	6,003	5,422
6011-8710-71200 Vacation Holiday & Sick Leav	(4,402)	5,852	1 114	1,436	742	853	1,380	1,380	1,222	2,237	2,271	3,612	4,006
6011-8720-71200 Vacation Holiday & Sick Leav	25,243	29,706	24,338	26,259	24,363	29,194	34,020	36,247	25,586	22,712	19,220	23,328	33,625
6011-8730-71200 Vacation Holiday & Sick Leav	2,864	5,748	5,079	5,220	3,148	10,200	8,880	9 059	6,029	7,592	(8,972)	7,396	5,450
6011-8740-71200 Vacation Holiday & Sick Leav	1,304	2,664	1,698	1,376	1,258	1 468	1 072	2,010	1,109	1,362	4,109	3,291	1,307
6011-8750-71200 Vacation Holiday & Sick Leav	0	0	0	0	0	0	0	0	947	2,066	1,231	2,047	1,361
6011-8761-71200 Vacation Holiday & Sick Leav	9,163	41,765	14,404	11,613	11,633	12,257	(3,697)	13,773	11,316	17,547	9,062	17,205	13,444
6011-8762-71200 Vacation Holiday & Sick Leav	9,337	12,513	10,884	10,347	10,578	10,229	10,103	8,300	6,250	8,735	7,763	7 131	9,754
6011-8763-71200 Vacation Holiday & Sick Leav	1,584	1,651	1,760	3,647	1,760	1,714	1,734	2,843	2,887	3,680	2,647	2,882	2,911
6011-8764-71200 Vacation Holiday & Sick Leav	0	0	0	0	2,472	(1 710)	(3,234)	0	2,472	0	0	0	0
Total: 71200 Vacation Holiday & Sick Leav	1,033,364	1,349,052	973,894	954,309	972,094	1,031,109	1,291,771	1 732,349	1,041 432	976,093	921 695	1,131,230	1 458,483
71201 Ed Leave:													
6011-6010-71201 Ed Leave	6,647	1,891	(147)	7,011	10,780	6,181	21,214	13 484	15,386	1,366	3,763	833	14,842
6011-6030-71201 Ed Leave	3,364	(940)	3,853	3,057	(1 190)	5,725	(4,003)	0	0	0	0	0	0
6011-6171 71201 Ed Leave	2,892	(923)	0	3,752	6,657	13,159	10 140	(135)	1,059	5,600	3,429	6,271	6,990
6011-8172 71201 Ed Leave	8,128	9,022	2,434	645	8,398	8,913	9 024	(57)	8,050	3,376	7,834	2,761	14,281
6011-8179-71201 Ed Leave	10,007	859	9,518	2,852	15,761	15,225	12,456	10,704	17,483	2,979	7,283	14,442	12,281
11-8179-71201 Ed Leave	1 001	4,824	10,353	5,131	888	8,074	29,484	(971)	3,166	2,808	2,180	8,648	21,888
-8341-71201 Ed Leave	0	0	0	0	0	0	20,203	3,355	(1,042)	0	10,303	1,688	(779)
00-71201 Ed Leave	1 462	2,131	(143)	4,736	12,195	8,024	9,711	1,182	1,247	5,918	798	5,357	(1 059)
10-71201 Ed Leave	1,854	2,228	5,684	3,857	17,380	7,394	22,904	9,257	2,882	5,918	6,221	(1,311)	1,069
-7672 71201 Ed Leave	0	0	0	0	725	(326)	0	0	428	0	0	0	0
11 7082-71201 Ed Leave	6,295	(2,660)	0	0	0	0	7,381	(310)	0	0	0	0	0
6011 7420-71201 Ed Leave	4,068	1,185	1,222	1,788	3,222	8,083	4,705	1,794	3,072	8,683	8,724	2,852	3,234
6011 7427 71201 Ed Leave	3,597	1,804	4 157	1 757	7,522	(2,118)	10,581	1,404	4,856	893	1,242	3,444	9,331
6011 7630-71201 Ed Leave	966	665	1,182	(197)	986	0	3,817	7,427	262	806	956	(404)	2,450
6011-7650-71201 Ed Leave	(179)	0	0	0	950	10,726	(4,950)	0	906	(542)	267	9 730	(4,350)
6011 7660-71201 Ed Leave	644	(253)	0	0	0	0	0	0	0	0	0	0	0
6011 7670-71201 Ed Leave	(1,726)	10,255	3,128	704	0	10 447	(1,902)	0	0	0	0	3,197	7,997
6011-7691-71201 Ed Leave	0	255	0	0	0	0	0	0	0	0	0	0	0
6011 7630-71201 Ed Leave	615	(248)	1,002	(192)	190	2,176	2,511	487	189	4,830	(1,218)	(99)	0
6011-7631 71201 Ed Leave	0	0	0	0	0	0	0	0	0	3,691	(1,230)	0	0
6011 7650-71201 Ed Leave	0	663	422	0	0	0	0	0	632	(143)	0	0	0
6011 7760-71201 Ed Leave	0	0	0	0	0	0	0	0	0	1,841	1,029	(399)	0
6011-7720-71201 Ed Leave	3,611	1 447	2,744	57	355	430	1,107	8,578	(417)	5,929	(768)	9 730	(782)
6011 7760-71201 Ed Leave	0	0	795	(209)	9 728	3,670	(569)	558	3,023	(972)	0	0	0
6011-7770-71201 Ed Leave	873	(420)	0	0	0	315	1,372	0	0	994	0	0	476
6011 7790-71201 Ed Leave	0	0	0	0	0	0	481	0	0	0	0	0	0
6011-7571-71201 Ed Leave	0	234	(29)	0	0	0	0	559	0	0	0	0	0
6011 7581 71201 Ed Leave	0	223	1 433	(377)	364	2,763	704	0	1,095	1,043	970	0	148
6011-8370-71201 Ed Leave	0	0	0	0	0	0	645	0	0	0	0	0	0
6011-8385-71201 Ed Leave	(368)	0	0	0	0	0	0	0	0	0	1,291	(601)	0
6011-8400-71201 Ed Leave	(333)	0	0	0	0	0	0	0	0	0	728	(255)	0
6011-8450-71201 Ed Leave	2,157	(1,520)	0	0	0	0	0	0	0	0	0	0	0
6011-8625-71201 Ed Leave	0	0	0	0	0	0	1,283	(301)	0	0	0	0	0
6011-8630-71201 Ed Leave	0	0	0	0	0	0	0	0	0	0	3,654	0	0
6011-8720-71201 Ed Leave	2,753	1,283	(94)	3,777	2,519	(194)	4,599	2,355	7,738	6,019	(1,537)	0	1,839
6011-8730-71201 Ed Leave	(297)	898	(4)	0	1 922	485	(502)	0	1,299	(162)	919	3,101	(739)
6011-8740-71201 Ed Leave	0	0	0	0	0	0	0	156	(37)	0	0	0	0
6011-8751 71201 Ed Leave	0	1,845	0	0	0	0	614	0	0	0	852	(218)	1,202
6011-8752 71201 Ed Leave	239	0	0	0	0	619	0	2,002	(465)	952	(217)	3,535	(1,631)
6011-8763-71201 Ed Leave	0	0	0	0	0	0	0	0	0	664	0	0	2,472
Total: 71201 Ed Leave	58,226	34,150	49,510	39,312	99,311	127,892	159,894	69,610	69,726	69,665	64,921	70,313	80,675
71202 Orientation:													
6011-6010-71202 Orientation	24,284	41,284	28,854	12,255	(276)	13,930	9,852	10,071	41 481	17,070	21,598	21,536	36,060
6011-6030-71202 Orientation	3,397	1,697	0	623	135	1,216	(2,249)	0	0	0	0	0	0
6011-8171 71202 Orientation	1 800	20,891	5,145	4,057	6,081	5,478	1,105	7,573	25 164	32,230	3,597	7 094	(1,294)
6011-8172 71202 Orientation	(427)	25,833	9,425	12,119	624	2,959	5,211	5,708	17,658	21,701	2,564	35,144	4,766
6011-8179-71202 Orientation	12,865	29,543	7,744	422	3,602	8,108	3,851	8,403	8,760	45,001	13,797	11,644	8,521
6011-8179-71202 Orientation	13,548	25 122	4,959	2,087	1,871	11,996	1,486	8,682	8,032	16,841	8,734	8,054	5,871
6011-8341 71202 Orientation	0	0	0	0	0	76,886	142,261	1,815	2,241	6,251	1,280	42,655	5,312
6011-0000-71202 Orientation	13,088	4,662	7,631	6,105	3,918	734	1,535	234	836	6,014	(68)	2,013	4,633
6011-8380-71202 Orientation	0	0	0	0	0	0	0	0	0	0	32	0	80,184
6011 7010-71202 Orientation	38,828	49,330	40,991	23,732	13,660	23,644	10,421	18,269	12,747	35,551	18,673	28,556	32,141
6011-7080-71202 Orientation	(4,559)	925	1,651	922	5,054	(2,110)	372	0	0	0	15,233	2,416	768
6011 7088-71202 Orientation	0	23	0	0	0	0	0	0	0	0	0	0	0
6011 7420-71202 Orientation	3,148	3,426	14 443	237	4,765	4,197	9,760	9 708	2,139	13,766	6,250	5,327	13,399
6011-7427 71202 Orientation	2,238	6,825	13,870	(2,833)	2,348	(211)	692	627	1,268	2,101	(394)	6,697	(1,900)
6011-7430-71202 Orientation	1,542	220	4,599	(1,236)	0	600	78	1 181	2,811	5,823	539	1,247	(202)
6011 7500-71202 Orientation	6,671	10,341	2,376	13,355	8,825	11,245	20,910	17,111	22,523	12,283	7,932	12,508	9,697
6011-7520-71202 Orientation	0	0	0	0	0	0	0	530	(182)	55	0	0	0
6011-7550-71202 Orientation	0	0	392	0	941	0	0	0	0	231	328	(48)	178
6011-7570-71202 Orientation	1,826	1,014	3,757	129	(141)	1,307	532	519	1,734	1,256	1 606	1,328	3,076
6011 7630-71202 Orientation	96	481	303	0	8,913	(577)	6,393	4 794	11,524	3,592	997	2,912	(1,091)
6011 7631 71202 Orientation	0	0	299	(105)	1,574	(558)	0	0	0	616	2,153	(28)	0
6011 7634-71202 Orientation	0	0	0	0	0	537	3,340	0	0	4,414	(1 157)	0	0
6011-7635-71202 Orientation	0	0	0	0	0	0	0	0	0	8,523	(977)	1,398	0
6011 7640-71202 Orientation	525	0	0	0	0	209	0	0	0	0	0	0	0
6011 7650-71202 Orientation	2,576	(437)	0	0	0	0	0	0	0	401	(197)	609	0
6011 7680-71202 Orientation	0	0	0	0	0	0	1,443	(98)	577	3,940	0	0	0
6011-7710-71202 Orientation	(4,673)	10,257	14,252	14 494	7 144	1 424	19,823	9 428	3,972	15,880	1,557	949	(439)
6011 7720-71202 Orientation	5,264	8,119	5,429	13,051	15,375	21,538	12,896	10,062	4,328	8,259	37,407	(237)	19,281
6011-7730-71202 Orientation	0	421	1,323	489	0	0	0	133	(41)	0	0	0	131
6011-7740-71202 Orientation	0	0	0	0	0	0	0	0	0	0	0	0	157
6011-7760-71202 Orientation	2,808	4,068	5,472	(1,800)	1,543	173	600	2,132	13,663	17,481	(1,212)	2,824	5,562
6011 7770-71202 Orientation	1,681	3,850	3,825	3,382	3,941	11,139	1,029	2,921	2,479	6,089	6,943	2,487	2,813
6011 7780-71202 Orientation	1,006	201	538	624	2,368	5,852	(2,033)	1 155	740	275	1,940	6,995	39
7790-71202 Orientation	476	383	674	1,121	1,893	926	70	978	554	515	1,232	352	521
71-71202 Orientation	0	0	0	0	0	0	0	0	1,071	(138)	846	(331)	0
11-71202 Orientation	9	211	0	0	915	(256)	227	476	178	3,352	1,417	5,522	(492)
0-71202 Orientation	1,871	(656)	1,734	1,208	(301)	6,355	(281)	716	365	661	879	(142)	0
1-8370-71202 Orientation	0	60	2,306	535	102	0	0	0	0	0	0	0	0
6011-8385-71202 Orientation	0	0	0	0	397	391	(176)	0	0	0	0	0	0
6011-8400-71202 Orientation	(1,207)	0	0	0	0	4,353	(1,866)	0	0	1,916	0	0	1,351
6011-8440-71202 Orientation	0	0	305	(80)	0	0	0	339	174	609	606	0	0

Verity Healt Systems
Seton Medical Center
Trended Income Statement
June 30, 2019

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
6011-8460-71202 Orientation	0	409	0	0	0	569	1,206	0	(978)	358	0	684	(310)
6011-8463-71202 Orientation	1,552	(641)	0	0	0	0	0	0	1,861	6,006	(2,314)	0	0
6011-8470-71202 Orientation	0	0	0	0	0	0	0	0	0	0	199	0	0
6011-8480-71202 Orientation	0	2,715	(2,715)	0	0	0	0	0	0	0	0	0	0
6011-8491-71202 Orientation	0	0	0	0	0	0	0	0	218	0	0	51	0
6011-8510-71202 Orientation	0	147	(60)	0	0	0	0	0	0	0	0	0	0
6011-8550-71202 Orientation	2,994	18,693	14,365	8,651	6,053	3,891	(350)	3,649	7,018	7,418	4,021	4,892	2,000
6011-8610-71202 Orientation	0	0	0	0	368	0	0	0	0	0	0	0	0
6011-8631-71202 Orientation	0	69	3,816	8,033	4,179	5,157	830	0	0	424	(141)	0	95
6011-8650-71202 Orientation	0	0	0	0	0	0	0	0	0	0	1,585	0	0
6011-8660-71202 Orientation	0	52	521	0	0	0	0	0	768	364	0	0	0
6011-8931 71202 Orientation	0	0	318	(54)	0	(438)	201	0	0	222	0	7,139	(3,356)
6011-8700-71202 Orientation	0	0	0	0	0	0	0	0	0	440	0	0	3,406
6011-8710-71202 Orientation	0	0	0	0	0	0	249	0	0	238	0	0	0
6011-8720-71202 Orientation	966	2,498	(229)	476	3,228	66	1,199	4,538	(227)	1,659	1,243	4,130	595
6011-8730-71202 Orientation	1,443	1,837	147	(25)	3,164	301	(217)	0	0	0	378	2,851	47
6011-8760-71202 Orientation	(33)	335	(23)	44	1,087	(351)	993	942	(209)	59	57	105	36
6011-8761 71202 Orientation	5,977	(7,665)	(39)	0	5,631	(2,820)	(356)	0	714	634	506	3,453	(1,894)
6011-8762 71202 Orientation	0	0	54	0	518	0	0	0	0	269	0	954	653
6011-8763-71202 Orientation	0	0	0	0	0	1,148	(530)	554	0	0	0	0	0
6011-8794-71202 Orientation	0	0	0	0	975	(975)	(975)	0	975	0	0	0	0
6011-8605-71202 Orientation	0	0	0	0	0	0	0	558	(558)	0	1,269	1,955	3,801
Total: 71202 Orientation	141,709	270,592	199,703	127,571	120,026	210,378	241,390	140,804	196,913	311,575	159,017	232,782	196,172
71210 Other Non Productive:													
6011-8010-71210 Other Non Productive	1,759	4,052	1,329	2,456	7,423	9,493	11,858	5,834	7,079	6,115	9,034	8,650	12,652
6011-8020-71210 Other Non Productive	3,155	1,858	1,094	2,174	2,656	3,351	(5,358)	(53)	0	0	0	0	0
6011-8171-71210 Other Non Productive	9,685	1,857	1,573	1,984	3,553	5,553	4,592	2,510	5,991	4,523	14,309	3,528	7,711
6011-8172 71210 Other Non Productive	3,181	2,675	2,634	3,825	7,879	18,472	1,724	3,663	3,715	9,658	4,779	15,792	8,659
6011-8178-71210 Other Non Productive	3,641	8,644	8,512	6,576	12,113	8,097	8,816	6,825	6,981	6,261	8,849	4,222	14,151
6011-8179-71210 Other Non Productive	9,152	6,660	6,941	6,115	7,328	8,754	8,550	8,338	5,687	4,148	5,529	4,957	11,439
6011-8361 71210 Other Non Productive	64	(28)	0	0	810	(20)	1,283	154	913	(53)	2,030	3,292	2,376
6011-8550-71210 Other Non Productive	7,625	2,455	2,723	2,498	6,454	3,667	6,468	4,704	6,247	3,997	3,024	3,833	8,995
6011-8580-71210 Other Non Productive	0	0	0	0	0	0	0	0	0	0	28	0	32
6011 7010-71210 Other Non Productive	2,128	2,178	1,557	1,256	4,471	7,952	2,375	9,235	3,124	5,307	6,407	7,690	4,274
6011 7060-71210 Other Non Productive	0	609	(84)	0	0	0	0	0	0	0	533	0	668
6011 7420-71210 Other Non Productive	302	764	(67)	496	1,914	4,697	(518)	1,449	3,648	2,337	5,317	(1,914)	1,629
6011-7427 71210 Other Non Productive	268	372	171	220	734	476	2,957	713	263	1,343	211	737	659
6011-7430-71210 Other Non Productive	355	1,791	2,365	(525)	2,343	737	0	2,164	(69)	0	0	0	2,104
6011-7500-71210 Other Non Productive	168	1,081	757	1,582	3,183	2,322	1,440	838	3,804	537	395	1,472	2,139
6011-7560-71210 Other Non Productive	895	(431)	2,553	976	572	(308)	0	0	0	0	0	0	0
6011-7570-71210 Other Non Productive	0	0	0	0	0	0	785	(52)	445	(98)	0	0	0
6011 7591 71210 Other Non Productive	0	0	0	0	0	0	0	0	1,820	(404)	0	0	0
6011 7630-71210 Other Non Productive	0	1,339	(187)	0	0	0	0	0	0	0	0	1,348	609
6011-7630-71210 Other Non Productive	1,047	(537)	3,035	3,292	10,871	(1,661)	184	179	492	543	(14)	1,220	949
6011 7631-71210 Other Non Productive	0	0	0	0	0	0	0	0	0	0	0	760	305
6011 7634-71210 Other Non Productive	0	1,668	311	(62)	327	7,405	(2)	0	0	0	0	0	0
6011 7636-71210 Other Non Productive	0	0	0	0	0	191	1,880	(131)	0	0	0	0	0
6011 7640-71210 Other Non Productive	316	0	0	0	0	0	0	0	0	0	0	0	0
6011 7650-71210 Other Non Productive	0	1,414	(177)	4,055	(1,359)	0	0	0	0	0	0	0	0
6011 7710-71210 Other Non Productive	1,160	668	1,421	32,415	84	65	1,015	665	737	257	10,018	(1,009)	344
6011-7720-71210 Other Non Productive	2,597	2,466	2,885	1,663	1,607	2,679	4,343	783	2,004	1,347	1,695	2,348	3,961
6011 7730-71210 Other Non Productive	0	0	0	0	0	107	(326)	0	0	0	0	0	0
6011 7760-71210 Other Non Productive	1,130	(544)	0	0	0	0	2,343	0	0	0	0	0	1,533
6011 7770-71210 Other Non Productive	1,388	1,089	(126)	0	0	0	0	0	0	0	0	0	906
6011-7831-71210 Other Non Productive	0	0	764	(201)	0	2,152	(569)	0	0	0	0	0	615
6011-8360-71210 Other Non Productive	1,351	363	317	2,906	20	1,040	(32)	858	2,183	85	114	2,836	140
6011-8370-71210 Other Non Productive	13	28	215	525	0	13	1,164	223	131	36	113	319	221
6011-8385-71210 Other Non Productive	1,339	45	404	351	225	135	399	259	395	52	113	1,255	257
6011-8400-71210 Other Non Productive	0	0	0	0	353	(181)	42	0	0	0	0	0	177
6011-8440-71210 Other Non Productive	49	2,441	502	1,143	1,697	1,742	768	2,244	1,782	2,094	601	2,362	1,257
6011-8460-71210 Other Non Productive	(2,350)	2,235	435	376	772	2,834	358	498	314	498	624	(43)	1,843
6011-8470-71210 Other Non Productive	66	353	76	144	29	2,143	910	102	0	0	206	(4)	61
11-8491-71210 Other Non Productive	0	0	0	0	0	0	0	0	0	0	1,691	(548)	0
10-71210 Other Non Productive	0	319	0	0	0	0	0	0	0	0	0	0	0
10-71210 Other Non Productive	282	(22)	176	1,043	1,229	(49)	1,455	95	361	249	378	248	1,541
10-71210 Other Non Productive	0	0	0	0	0	0	0	0	0	0	0	2,713	0
11-71210 Other Non Productive	2,547	(39)	0	0	0	765	1,373	(107)	0	0	0	0	229
11-8535-71210 Other Non Productive	0	0	0	0	0	0	0	0	1,813	(338)	0	0	0
6011-8660-71210 Other Non Productive	0	0	0	0	445	(188)	0	0	0	0	0	0	0
6011-8700-71210 Other Non Productive	57	50	30	69	3	13	104	19	124	(23)	288	835	(148)
6011-8720-71210 Other Non Productive	404	406	4,815	(1,025)	2,392	450	120	432	949	889	851	5,328	1,350
6011-8730-71210 Other Non Productive	192	139	(14)	125	1,946	(216)	159	158	4,208	839	(391)	696	1,054
6011-8761 71210 Other Non Productive	(1,473)	0	1,488	(317)	0	0	0	0	0	0	0	0	0
6011-8762 71210 Other Non Productive	0	0	0	2,858	(562)	0	0	0	0	0	0	438	0
6011-8763-71210 Other Non Productive	0	0	0	0	0	0	0	0	0	0	0	0	1,854
Total: 71210 Other Non Productive	51,654	49,183	49,710	77,874	82,807	92,709	81,093	49,088	69,333	60,334	77,719	70,201	93,415
71220 Recruitment Bonus:													
6011-8171-71220 Recruitment Bonus	0	0	0	0	0	0	0	0	0	0	0	0	3,333
6011-8172 71220 Recruitment Bonus	0	0	0	0	0	0	0	0	0	0	0	0	3,333
6011-8178-71220 Recruitment Bonus	0	0	0	0	0	0	0	0	0	0	0	0	6,667
6011-8179-71220 Recruitment Bonus	0	0	0	0	0	0	0	0	0	0	0	0	3,333
6011 7010-71220 Recruitment Bonus	0	0	0	0	0	0	1,000	0	0	0	3,333	0	3,333
6011 7600-71220 Recruitment Bonus	0	0	0	0	0	0	500	0	0	0	0	0	0
6011 8810-71220 Recruitment Bonus	0	0	0	0	0	0	0	0	0	0	0	0	22,000
6011-8710-71220 Recruitment Bonus	0	0	0	0	0	0	0	0	0	0	0	0	7,500
6011-8761 71220 Recruitment Bonus	0	0	0	0	0	0	0	0	0	8,457	0	0	0
Total: 71220 Recruitment Bonus	0	0	0	0	0	0	1,500	0	0	8,457	3,333	0	47,500
71275 BONUS:													
6011-8010-71275 BONUS	0	3,333	0	0	0	0	3,333	0	0	0	0	0	0
6011-8171 71275 BONUS	0	0	0	0	0	0	0	0	833	0	199	0	0
6011-8172 71275 BONUS	209	0	0	0	418	0	6,605	(238)	0	5,000	(1,667)	0	214
6011-8178-71275 BONUS	0	0	167	0	0	0	0	0	0	150	0	0	0
6011-8179-71275 BONUS	0	0	0	0	0	0	0	0	199	199	0	0	0
6011-8550-71275 BONUS	0	0	0	0	8,150	0	231	0	0	0	0	0	199
6011-7010-71275 BONUS	13,333	6,853	1,667	10,000	8,667	0	0	0	0	10,591	0	0	0
6011 7427 71275 BONUS	0	0	0	0	0	0	200	0	0	0	0	0	0
6011 7500-71275 BONUS	0	5,354	0	0	0	0	0	0	0	0	0	0	0
6011 7630-71275 BONUS	0	0	0	0	0	4,319	0	223	0	0	0	0	0
6011 7710-71275 BONUS	0	0	0	0	0	600	0	0	0	0	0	0	0
6011-8360-71275 BONUS	0	3,255	0	0	0	0	0	0	0	0	0	0	0
6011-8370-71275 BONUS	0	0	0	0	0	215	0	0	0	0	0	0	0
6011-8400-71275 BONUS	0	3,434	6,464	0	0	2,359	2,172	0	(2,172)	0	0	0	0
6011-8550-71275 BONUS	0	0	1,671	209	0	0	0	0	0	0	0	0	0
6011-8610-71275 BONUS	0	0	0	0	0	0	0	0	7,500	0	0	0	0
6011-8650-71275 BONUS	0	0	0	835	0	0	0	0	0	0	0	0	0
6011-8660-71275 BONUS	0	0	0	0	0	0	0	0	0	0	0	0	2,658
6011-8720-71275 BONUS	0	0	0	0	0	0	0	70,282	0	0	0	0	0
6011-8730-71275 BONUS	0	0	0	0	0	0	0	0	0	472	0	0	0
6011-8761-71275 BONUS	0	0	0	0	0	0	0	537	0	0	0	7,668	8,691
6011-8762-71275 BONUS	0	0	0	0	208	0	0	0	0	0	0	0	0
6011-8794-71275 BONUS	0	0	0	2,172	0	(2,172)	(2,172)	0	2,172	0	0	0	0
Total: 71275 BONUS	13,542	22,200	10,008	13,216	16,443	5,691	10,570	71,104	8,422	16,443	(1,467)	7,668	11,964
71277 IT Application Training:													
6011-8550-71277 IT Application Training	0	0	0	0	2,211	(521)	0	0	0	0	0	0	0
6011 7630-71277 IT Application Training	302	0	0	0	0	0	0	0	0	0	0	0	0
Total: 71277 IT Application Training	302	0	0	0	2,211	(521)	0	0	0	0	0	0	0
71950 Severance Pay:													
6011-8010-71950 Severance Pay	0	0	0	0	0	0	0	0	0	0	0	0	100,000
6011 7630-71950 Severance Pay	0	0	0	12,256	11,139	0	0	0	0	0	0	0	0
6011 7640-71950 Severance Pay	0	0	0	0	77,279	0	0	0	0	0	0	0	0
6011-8360-71950 Severance Pay	0	0	0	0	0	0	0	4,372	8,744	8,744	8,744	8,744	0
6011-8010-71950 Severance Pay	19,816	30,231	28,184	28,184	0	0	0	0	0	0	28,721	28,721	43,092
6011-8650-71950 Severance Pay	0	0	0	0	0	0	1,884	0	0	0	0	0	0
6011-8762 71950 Severance Pay	0	0	0	0	0	0	0	0	0	0	0	45,052	86,137
Total: 71950 Severance Pay	19,816	30,231	28,184	39,439	88,418	0	1,884	4,372	8,744	8,744	37,465	82,526	229,218
Non- Productive Salaries	1,316,612	1,797,468	1,209,979	1,250,692	1,381,300	1,446,856	1,768,311	2,059,326	1,390,949	1,440,312	1,253,585	1,595,001	2,130,388
I - Salaries & Wages	8,131,615	8,764,667	8,317,392	8,062,823	8,537,921	8,819,448	8,809,922	10,550,199	8,403,038	8,289,409	8,356,369	9,103,063	8,546,606

Registry:
72500 Registry Nursing Personnel

Verity Healt Systems
Seton Medical Center
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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
6011-6010-72500 Registry Nursing Personnel	34,610	28,225	(1,291)	(4,000)	0	0	20,152	43,769	94,055	98,535	10,035	8,000	0
6011-5171-72500 Registry Nursing Personnel	28,553	125	0	0	0	0	30,794	19,283	48,725	20,553	0	0	0
6011-5172 72500 Registry Nursing Personnel	(13,839)	169	0	0	0	0	25,011	39,024	62,684	22,209	0	8,472	0
6011-5175-72500 Registry Nursing Personnel	(35,792)	4,092	(156)	0	0	0	28,430	40,838	60,855	51,693	4,476	8,756	0
6011-5179-72500 Registry Nursing Personnel	25,475	5,955	0	0	0	0	29,893	39,627	62,393	53,398	3,979	9,553	0
6011-5550-72500 Registry Nursing Personnel	(324)	0	0	0	0	0	0	0	0	0	0	0	0
6011 7010-72500 Registry Nursing Personnel	69,845	3,104	26,381	0	0	0	7,639	9,800	9,189	0	13,200	49,903	46,117
6011 7420-72500 Registry Nursing Personnel	(32,978)	0	0	0	0	0	0	0	0	0	0	0	0
6011 7422-72500 Registry Nursing Personnel	0	0	0	0	0	0	0	0	320	1,184	1,535	0	0
6011-7520-72500 Registry Nursing Personnel	0	0	0	0	0	0	6,473	30,062	25,070	24,621	25,237	(495)	0
6011-7530-72500 Registry Nursing Personnel	0	(704)	704	0	0	0	0	0	0	0	0	13,166	(13,606)
6011-7531 72500 Registry Nursing Personnel	0	0	0	0	0	0	0	0	0	2,220	4 720	0	3,057
6011-7536-72500 Registry Nursing Personnel	0	0	0	0	0	0	0	0	0	0	0	1 737	0
6011 7580-72500 Registry Nursing Personnel	0	0	0	0	0	0	0	0	0	0	17,701	(2,181)	853
6011-8720-72500 Registry Nursing Personnel	(16,521)	(20,000)	0	0	0	0	0	1,817	117	9,875	(6,764)	0	0
6011-8745-72500 Registry Nursing Personnel	0	0	0	0	0	0	0	0	3,713	0	0	0	0
6011-8751 72500 Registry Nursing Personnel	172,595	59,113	62,224	86,070	138,177	116,228	103,476	39,347	71,857	93,855	74,228	68,368	119,244
Total: 72500 Registry Nursing Personnel	233,030	77,690	87,763	93,161	138,177	116,228	251,080	291,537	434,488	359,795	155,359	162,406	169,425
Total Registry Labor	**233,030**	**77,690**	**87,763**	**93,161**	**138,177**	**116,228**	**251,080**	**291,537**	**434,488**	**359,795**	**155,359**	**162,406**	**169,425**
Contract Labor													
72521 Othr Contct Serv Long Term:													
6011-7540-72521 Othr Contct Serv - Long Term	7,000	0	0	0	0	0	0	0	0	0	0	8,000	(8,000)
6011-8310-72521 Othr Contct Serv - Long Term	0	0	0	0	13,000	20,736	(15,360)	0	0	0	0	0	0
Total: 72521 Othr Contct Serv Long Term	7,000	0	0	0	13,000	20,736	(15,360)	0	0	0	0	8,000	(8,000)
72522 Othr Cntct Serv-Temp ShrtTrm:													
6011 7530-72522 Othr Cntct Serv-Temp ShrtTrm	14,020	0	8,335	10,560	22,704	16,016	15,350	13,218	15,741	12,015	17,084	13,979	125,701
6011 8440-72522 Othr Cntct Serv-Temp ShrtTrm	(10,000)	0	0	0	0	0	0	0	0	0	0	0	0
6011-8450-72522 Othr Cntct Serv-Temp ShrtTrm	32,610	65,876	23,018	(22,309)	0	0	0	0	0	0	0	0	0
6011-8510-72522 Othr Cntct Serv-Temp ShrtTrm	77,745	72,272	8,250	0	0	0	0	0	0	0	0	0	0
6011-8550-72522 Othr Cntct Serv-Temp ShrtTrm	24,455	3,759	10,957	0	0	0	0	10,040	13,539	13,203	15,537	6,171	(2,115)
6011-8710-72522 Othr Cntct Serv-Temp ShrtTrm	57,600	68,100	71,180	77 157	70,000	45,885	143,719	96,576	57,047	38,009	(12,353)	18,437	49,209
6011-8720-72522 Othr Cntct Serv-Temp ShrtTrm	6,437	14,696	980	0	0	0	0	0	0	0	0	0	0
6011-8751 72522 Othr Cntct Serv-Temp ShrtTrm	0	0	0	30,507	0	31,730	20 445	20,754	20,754	(52,351)	0	0	0
6011-8752 72522 Othr Cntct Serv-Temp ShrtTrm	49,305	24,778	42,107	48,510	81,038	79,800	(303,740)	0	0	0	0	0	0
Total: 72522 Othr Cntct Serv-Temp ShrtTrm	258,205	249,690	162,868	144,469	173,742	172,435	(119,214)	140,686	142,082	7,885	20,616	46,587	172,795
Total - Contract Labor	**265,205**	**249,690**	**162,868**	**144,469**	**187,561**	**193,171**	**(134,574)**	**140,686**	**142,082**	**7,885**	**20,616**	**46,587**	**164,795**
Benefits & Taxes:													
71000 FICA:													
6011-8881-71000 FICA	604,020	523,653	573,602	624,519	529,086	478,781	664,534	767,213	645,291	706,057	664,336	585,784	691,219
Total: 71000 FICA	604,020	523,653	573,602	624,519	529,086	478,781	664,534	767,213	645,291	706,057	664 336	585,784	691,219
71100 SUI PUI:													
6011-8881-71100 SUI PUI	17,181	8,200	20,055	10,300	10,300	14,800	11,270	11,200	11,200	(13,300)	2,575	(4 600)	(4 181)
Total: 71100 SUI PUI	17 181	8,200	20,055	10,300	10,300	14,800	11,270	11,200	11,200	(13,300)	2,575	(4,600)	(4,181)
71101 SUI RIP:													
6011-8881 71101 Unemployment RIP	(8,292)	0	(4,879)	0	0	0	0	0	0	0	0	0	0
Total: 71101 SUI - RIP	(8,292)	0	(4,879)	0	0	0	0	0	0	0	0	0	0
71300 Group Health Insurance:													
11-8881 71300 Group Health Insurance	1,065,455	1,170,248	1 133,800	1,361,355	1,150 494	983,575	1,105,617	973,527	(934,400)	17,753	27,246	23,744	3,297
Total: 71300 Group Health Insurance	1,065,455	1,170,248	1,133,800	1,361,355	1,150 494	983,575	1,105,617	973,527	(934 400)	17,753	27,246	23,744	3,297
EMP Medical Cost Credit:													
11-8881 71301 Er Medical Cost Debit	0	0	0	0	0	0	0	17,363,540	0	0	0	0	0
Total: 71301 EMP Medical Cost Credit	0	0	0	0	0	0	0	17,363,540	0	0	0	0	0
71303 EMP Medical Cost Credit:													
6011-8881 71303 Er Medical Cost Credit	0	0	0	0	0	0	0	(17,363,540)	0	0	0	0	0
Total: 71303 EMP Medical Cost Credit	0	0	0	0	0	0	0	(17,363,540)	0	0	0	0	0
71305 Group Health Self Insured:													
6011-8881 71305 Group Health Self Insured	152,359	112,200	94,745	126,422	119,044	116,289	87,326	126,131	1,300,000	833,173	1,378,687	1,485,003	2,122,433
Total: 71305 Group Health Self Insured	152,359	112,200	94,745	126,422	119,044	116,289	87,326	126,131	1,300,000	833,173	1,378,687	1,485,003	2,122,433
71310 Group Health Insured:													
6011-8881 71310 Group Health Insured	26,048	11 483	3,572	(72,559)	(9 792)	(14,069)	(1,220)	88,678	80,810	92,267	89 421	38 402	93 739
Total: 71310 Group Health Insured	26,048	11,483	3,572	(72,559)	(9,792)	(14 069)	(1,220)	88,678	80,810	92,267	89 421	38 402	93,739
71320 Group Health Vision:													
6011-8881 71320 Group Health Vision	(3,440)	10,292	8,902	9,343	1,349	7,657	9 917	2,476	24,542	3,039	18,352	9,413	(3,934)
Total: 71320 Group Health Vision	(3,440)	10,292	8,902	9,343	1,349	7,657	9 917	2,476	24,542	3,039	18,352	9,413	(3,934)
71350 Dental Insured:													
6011-8881 71350 Dental Insured	76,849	46,830	72,405	(7 795)	(7,743)	(7,851)	(12,638)	(8,893)	(9,719)	(8,645)	(7,955)	(9,195)	(13,594)
Total: 71350 Dental Insured	76,849	46,830	72,405	(7,795)	(7,743)	(7,851)	(12,638)	(8,893)	(9,719)	(8,645)	(7,955)	(9,195)	(13,594)
71351 Dental Insured ISNR:													
6011-8881 71351 ISNR Dental	(27,356)	(40,462)	(987)	73,551	71 159	72,627	72,954	73,640	72,132	60,724	77,984	97,357	81,032
Total: 71351 Dental Insured ISNR	(27,356)	(40,462)	(987)	73,551	71,159	72,627	72,954	73,640	72,132	60,724	77,984	97,357	81,032
71360 Medical Bnf-Contract:													
6011-8881 71360 Medical Bnf-Contract	(3,979)	(5,613)	(3,979)	(3,268)	(3,353)	(3,637)	(8,131)	(8,955)	(9,009)	(9,371)	(9,392)	(10,634)	(16,871)
Total: 71360 Medical Bnf-Contract	(3,979)	(5,613)	(3,979)	(3,268)	(3,353)	(3,637)	(8,131)	(8,955)	(9,009)	(9,371)	(9,392)	(10,634)	(16,871)
71365 Dental Bnf-Contract:													
6011-8881 71365 Dental Bnf-Contract	(4 453)	0	0	0	0	0	0	0	0	0	0	0	0
Total: 71365 Dental Bnf-Contract	(4,453)	0	0	0	0	0	0	0	0	0	0	0	0
71375 Life AD&D Bnf-Contract:													
6011-8881 71375 Life AD&D Bnf-Contract	0	3,513	870	830	879	852	875	985	997	1 011	1,025	1 014	1,000
Total: 71375 Life AD&D Bnf-Contract	0	3,513	870	830	879	852	875	985	997	1,011	1,025	1,014	1,000
71400 Group Life Insurance:													
6011-8881 71400 Group Life Insurance	42,371	(91,050)	13,799	14,268	14,508	14,118	(19,578)	16,717	15,349	15,303	15,260	36,530	3,009
Total: 71400 Group Life Insurance	42,371	(91,050)	13,799	14,268	14,508	14,118	(19,578)	16,717	15,349	15,303	15,260	36,530	3,009
71500 Pension:													
6011-8881-71500 Pension	717,051	718,051	718,051	814,552	814,552	814,552	814,552	814,552	814,552	457,523	507,856	507,856	507,856
Total: 71500 Pension	717,051	718,051	718,051	814,552	814,552	814,552	814,552	814,552	814,552	457,523	507,856	507,856	507,856
71505 Retirement:													
6011-8881 71505 Retirement	(1,667)	(1,833)	(1,833)	(1,833)	(1,833)	(1,833)	(1,833)	(1,833)	(1,833)	(1,833)	(1,833)	(1,833)	(1,833)
Total: 71505 Retirement	(1,667)	(1,833)	(1,833)	(1,833)	(1,833)	(1,833)	(1,833)	(1,833)	(1,833)	(1,833)	(1,833)	(1,833)	(1,833)
71510 Retiree Health:													
6011-8881 71510 Retiree Health	(4,859,415)	(35,063)	39,063	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	(26,000)
Total: 71510 Retiree Health	(4,859,415)	(35,063)	39,063	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	(26,000)
4038 Employer Match:													
71 71515 4038 Employer Match	60,643	61,306	60,892	67,752	59 187	133,260	67,385	64,897	58,827	62,638	60,835	62,416	108,310
Total: 71515 4038 Employer Match	60,643	61,306	60,892	67,752	59 187	133,260	67,385	64,897	58,827	62,638	60,835	62,416	108,310
71516 Retirement Plan 401 A:													

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
6011-8881 71518 Verity Retirement Plan 401 A	183,100	191,619	183,150	187,440	208,650	194,011	222,338	230,875	208,132	218,147	198,809	200,809	211,685
Total: 71515 Retirement Plan 401 A	183,100	191,619	183,150	187,440	208,650	194,011	222,338	230,875	208,132	218,147	198,809	200,809	211,685
71720 Fringe Benefits													
6011-8881 71720 Fringe Benefits	0	0	0	0	0	0	0	0	0	0	0	0	2,868
Total: 71720 Fringe Benefits	0	0	0	0	0	0	0	0	0	0	0	0	2,868
71520 Workers Compensation Insurance													
6011-8881 71520 Workers Compensation Insuranc	65,640	65,769	65,982	65,982	65,432	65,982	65,982	65,432	65,982	65,982	65,249	65,769	65,769
Total: 71520 Workers Compensation Insurance	65,640	65,769	65,982	65,982	65,432	65,982	65,982	65,432	65,982	65,982	65,249	65,769	65,769
71521 WC TPA & Other													
6011-8881 71521 WC TPA & Other	0	29,008	29,089	29,089	28,846	29,089	29,089	20,198	20,441	44,587	28,913	34,840	34,840
Total: 71521 WC TPA & Other	0	29,008	29,089	29,089	28,846	29,089	29,089	20,198	20,441	44,587	28,913	34,840	34,840
71510 LTD													
6011-8881 71510 LTD	1 657	13,193	14,415	14,652	15,076	17,320	14,851	14,020	13,819	15 710	12,953	15 143	14 412
Total: 71510 LTD	1 657	13,193	14,415	14,652	15,076	17,320	14,851	14,020	13,819	15,710	12,953	15,143	14 412
71520 Abls Eng Benefits													
6011-8881 71520 Abls Eng Benefits	79,648	79,045	79,786	79,783	106,093	77,509	82,970	78,031	96,915	86,800	107,668	122,314	106,920
Total: 71520 Abls Eng Benefits	79,648	79,045	79,786	79,783	106,093	77,509	82,970	78,031	96,915	86,800	107,668	122,314	106,920
71900 Other Employee Benefits (Non-Payroll)													
6011-8881-71900 Other Employee Benefits (Non-P	7,205	6,723	7,177	7,292	7,958	8,053	8,143	18,648	9,410	8,230	20,852	7,714	(231 717)
Total: 71900 Other Employee Benefits (Non-Payroll)	7,205	6,723	7,177	7,292	7,958	8,053	8,143	18,648	9,410	8,230	20,852	7,714	(231,717)
71910 EAP													
6011-8850-71910 EAP	83	3,850	(13)	1,915	256	1,933	1,938	1,900	2,105	2,023	2,054	2,045	2,018
Total: 71910 EAP	83	3,850	(13)	1,915	256	1,933	1,938	1,900	2,105	2,023	2,054	2,045	2,018
71930 Ed & Reimbursmt													
6011-8010-71930 Ed & Reimbursmt	0	500	0	0	0	0	0	0	0	0	0	150	750
6011-8171 71930 Ed & Reimbursmt	0	0	0	0	0	0	0	0	0	38	0	0	379
6011-8178-71930 Ed & Reimbursmt	0	0	0	0	0	0	0	0	0	0	0	0	950
6011-8179-71930 Ed & Reimbursmt	0	0	0	0	0	0	0	0	0	66	0	0	1 171
6011-8550-71930 Ed & Reimbursmt	0	2,000	0	1,931	0	0	0	0	0	0	0	0	150
6011-8580-71930 Ed & Reimbursmt	0	0	0	0	0	0	0	600	0	2,000	0	0	50
6011-7010-71930 Ed & Reimbursmt	0	0	0	260	0	0	0	640	0	1 614	0	2,204	1,547
6011-7420-71930 Ed & Reimbursmt	0	1,000	0	0	0	0	0	0	0	0	0	0	0
6011 7427 71930 Ed & Reimbursmt	0	0	0	0	0	0	0	0	0	630	0	0	0
6011 7430-71930 Ed & Reimbursmt	0	0	0	0	0	0	0	0	0	625	0	0	0
6011 7530-71930 Ed & Reimbursmt	0	0	0	0	0	0	0	0	0	0	0	0	1,000
6011 7720-71930 Ed & Reimbursmt	0	2,200	0	0	0	0	0	0	0	0	0	0	0
6011 7760-71930 Ed & Reimbursmt	0	0	0	0	0	0	0	0	0	950	0	400	0
6011-8365-71930 Ed & Reimbursmt	0	0	0	0	0	0	0	0	0	75	0	150	0
6011-8761 71930 Ed & Reimbursmt	0	0	0	0	0	0	0	0	0	0	0	140	0
6011-8881 71930 Ed & Reimbursmt	(57,712)	0	0	0	0	0	0	0	0	0	0	0	0
Total: 71930 Ed & Reimbursmt	(57,712)	5,900	0	2,191	0	0	0	1,240	0	6,198	0	3,094	5,997
Total - Taxes & Benefits	**(1,872,374)**	**2,894,682**	**3,104,705**	**2,996,677**	**2,880,178**	**2,994,198**	**2,806,461**	**3,062,888**	**2,189,996**	**2,674,092**	**3,259,996**	**3,374,533**	**3,749,214**
Total - Labor Costs	**6,757,477**	**12,088,829**	**11,672,716**	**11,287,130**	**11,743,723**	**11,523,013**	**11,732,889**	**14,116,309**	**11,169,602**	**12,328,161**	**11,792,340**	**12,681,479**	**12,618,040**
adical Fees:													
1 Medical-Physicians Administrat:													
10-72011 Medical-Physicians Administrat	0	0	0	0	0	0	0	0	0	0	(31,000)	0	0
6360-72011 Medical-Physicians Administrat	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	13,100
11 7060-72011 Medical-Physicians Administrat	12,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,552	2,500	2,500	2,500
6011 7420-72011 Medical-Physicians Administrat	10,000	17,500	17,500	17,500	19,500	21,500	27,500	21,500	21,500	21,500	19,500	21,500	3,500
6011 7600-72011 Medical-Physicians Administrat	0	0	0	0	0	13,574	27,748	13,874	13,574	19,034	13,574	13,574	13,584
6011 7665-72011 Medical-Physicians Administrat	(3,000)	(1,500)	0	0	0	0	0	0	0	0	0	0	0
6011 7670-72011 Medical-Physicians Administrat	3,759	3,759	3,759	3,759	3,759	3,759	3,759	3,759	3,759	3,759	3,759	3,759	3,759
6011 7630-72011 Medical-Physicians Administrat	(1,600)	11,479	9,355	6,770	1,470	6,570	6,570	2,190	2,100	3,190	2,641	0	(63,730)
6011 7635-72011 Medical-Physicians Administrat	0	0	0	0	1,667	833	1,667	833	833	833	833	833	833
6011 7660-72011 Medical-Physicians Administrat	0	0	1,600	1,600	1,600	1,600	3,000	1,600	1,600	1,600	1,600	1,600	1,600
6011 7710-72011 Medical-Physicians Administrat	9,488	11,725	13,325	11,725	11,725	11,885	11,725	11,725	11,725	11,725	11,725	11,725	9,528
6011-7720-72011 Medical-Physicians Administrat	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
6011 7760-72011 Medical-Physicians Administrat	0	0	0	0	1,613	2,500	3,921	2,129	1,733	833	23	1,096	(2,196)
6011 7691 72011 Medical-Physicians Administrat	0	1,000	1,000	1,000	1,000	1,000	0	1,000	1,000	1,000	1,000	1 000	(4,000)
6011-8810-72011 Medical-Physicians Administrat	(1,437)	13,501	10,262	13,216	13,148	10,733	32,500	2,425	21,222	21,043	19,023	(11,895)	48 109
6011-8825-72011 Medical-Physicians Administrat	2,951	1,559	1,262	2,555	2,004	2,592	2,019	2,955	2,552	2,606	2,490	2,490	2,606
6011-8830-72011 Medical-Physicians Administrat	2,832	1 416	1 416	1,416	1,416	1 416	0	1,416	1 416	1 416	1,416	(2,832)	1 416
6011-8710-72011 Medical-Physicians Administrat	0	0	0	0	458	0	0	0	1,083	660	0	660	1,238
6011-8713-72011 Medical-Physicians Administrat	4,600	4,600	7,000	7,500	7,500	7,500	15,000	7,500	7,500	7,500	7,500	(15,000)	7,500
Total: 72011 Medical-Physicians Administrat	62,330	85,139	82,219	91,532	86,970	108,320	150 654	87,615	107,995	106,500	87,866	43,972	47,266
72021 Medical-Phys Clinical Fees:													
6011-8341-72021 Medical-Phys Clinical Fees	0	0	0	0	0	0	0	0	0	0	290,612	148,820	442,873
6011-8365 72021 Medical-Phys Clinical Fees	3,743	3,743	3,743	3,743	3,743	3,743	3,743	3,743	3,743	3,743	3,743	3,743	3,743
6011 7450-72021 Medical-Phys Clinical Fees	82,798	99,530	97,045	69,030	87,798	104,891	94,362	86,671	91,184	120,473	88,259	101,010	(96,778)
6011 7600-72021 Medical-Phys Clinical Fees	12,669	12,669	12,669	13,674	14 457	(13,562)	0	0	0	0	0	0	177,097
6011 7691 72021 Medical-Phys Clinical Fees	12,977	18 130	15,420	8,316	20,095	8,283	18 140	8,167	16 477	6,970	13,100	12,333	14,577
6011 7635 72021 Medical-Phys Clinical Fees	952	833	833	833	833	833	(3,332)	0	0	0	0	0	0
6011-8810-72021 Medical-Phys Clinical Fees	4,489	5,063	5,113	5,113	0	0	(25,563)	0	0	0	0	0	0
6011-8710-72021 Medical-Phys Clinical Fees	2,997	2,951	2,851	3,601	0	(2,502)	0	0	0	0	0	0	0
6011-8713-72021 Medical-Phys Clinical Fees	195,152	187,702	195,152	192,602	192,602	192,602	202,889	196,691	251,229	276,252	96,034	355,900	601,564
Total: 72021 Medical-Phys Clinical Fees	325,805	340,670	333,157	314,310	319,517	297,237	290,259	304,162	362,825	408,288	891,948	619,457	1,143,176
72031 Medical-Phys Call Pd Cov													
6011 7760-72021 Medical-Phys Call Pd Cov	16,025	17 000	21,575	17,850	(19 400)	(36,700)	(100)	0	0	0	0	0	0
6011-8710-72031 Medical-Phys Call Pd Cov	323,666	314,127	316,547	338,946	313,705	317,724	159,833	297,671	300,633	147,415	256,824	253,848	275,351
Total: 72031 Medical-Phys Call Pd Cov	339,691	331,127	338,122	356,796	294,305	282,024	159,733	297,671	300,633	147,415	256,824	253,848	275,351
Total - Medical Fees	**717,726**	**757,133**	**753,468**	**762,997**	**700,791**	**677,582**	**640,653**	**689,748**	**771,844**	**660,204**	**826,758**	**917,068**	**1,466,793**
Supplies:													
73100 Prosthesis													
6011-8360-73100 Prosthesis	279	232	232	278	279	279	279	232	279	279	279	279	279
6011 7060-73100 Prosthesis	39 446	40,096	34,579	30,902	37,060	39,266	27,577	56,837	36,059	25,142	37,751	50,806	49,443
6011 7420-73100 Prosthesis	70,013	71,221	99,444	157,454	53,792	81,333	172,845	133,948	60,044	77,581	63,094	33,070	9,542
6011 7427 73100 Prosthesis	0	0	0	0	452	0	320	8,555	69	0	0	0	0
6011 7430-73100 Prosthesis	734	37	0	0	0	2,058	3,070	1,293	425	11,535	13,035	844	19,730
6011 7570-73100 Prosthesis	769	28,631	0	0	0	10,855	0	8,971	0	892	4,700	0	5,270
6011 7630-73100 Prosthesis	0	0	3,443	0	0	0	0	0	0	0	0	0	0
6011 7631 73100 Prosthesis	0	7,252	569	0	0	0	3,504	0	0	0	843	0	0
6011 7720-73100 Prosthesis	0	0	0	0	0	0	0	0	0	0	45	0	93
Total: 73100 Prosthesis	109,242	147,911	138,267	188,634	101,632	140,794	207,595	207,988	96,876	115,523	129,170	84,944	81,357
73101 Pacemakers													
6011-7420-73101 Pacemakers	16,203	21,988	17 134	10,578	32,717	24,836	20,845	10,430	34,876	0	8,211	8,813	4,365
6011-7500-73101 Pacemakers	0	0	0	0	0	0	0	0	6,061	0	0	0	0
6011 7570-73101 Pacemakers	35,083	77,009	30,465	7,293	49 480	42,224	39,991	40,368	18,114	10,251	19,748	16,382	25,985
Total: 73101 Pacemakers	51,352	98,989	47,599	17,871	82,196	66,760	60,837	50,828	60,034	10,251	24,958	27,195	30,349
73102 IOL [Lens]													
6011 7430-73102 IOL [Lens]	31,712	17,886	19,396	23,132	72,445	57,978	41,355	49,384	1,321	(69,134)	31,823	22,328	39,007
Total: 73102 IOL [Lens]	31,712	17,886	19,396	23,132	72,445	57,978	41,355	49,384	1,321	(69,134)	31,823	22,328	39,007
103 Spinecare Hardcare:													
0-73102 Spinecare Hardcare	172,702	133,385	314,606	143,891	273,659	171,992	195,535	195,364	105,600	248,077	238,094	123,298	142,972
0-73103 Spinecare Hardcare	10,000	0	0	7,200	0	4,800	4 800	0	2,400	0	3,800	0	1,200
Total: 73103 Spinecare Hardcare	183,502	133,385	314,606	151,091	273,659	176,792	200,335	195,364	107,800	248,077	239,894	123,298	143,972
73104 Knees-Total													
6011-7420-73104 Knees-Total	126,631	63 183	80,980	53,663	38,935	69,883	80,138	79,319	81,093	68,511	41,852	103,381	76,629

Verity Healt Systems
Seton Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
6011-7427 73104 Knees-Total	0	0	6,483	0	0	0	0	0	0	0	0	0	0
Total: 73104 Knees-Total	125,631	63,193	87,442	53,683	35,935	59,558	60,136	79,319	81,083	69,511	41,852	103,391	76,659
73105 Hips-Total:													
6011 7420-73105 Hips-Total	2,719	44,951	29,471	36,641	40,743	49,640	43,676	55,303	16,810	12,711	9,377	34,013	41,760
Total: 73105 Hips-Total	2,719	44,951	29,471	36,641	40,743	49,640	43,676	55,303	16,810	12,711	9,377	34,013	41,760
73106 Hips-Partial:													
6011 7420-73106 Hips-Partial	14,305	512	2,256	628	0	7 951	1,844	628	6,006	3,800	8,205	7,500	100
Total: 73106 Hips-Partial	14,305	512	2,256	628	0	7 951	1,844	628	6,006	3,800	8,205	7,500	100
73107 Hips-Compression:													
6011 7420-73107 Hips-Compression	6,252	0	0	4,659	0	0	0	0	0	0	0	0	0
Total: 73107 Hips-Compression	6,252	0	0	4,659	0	0	0	0	0	0	0	0	0
73108 Valves -Heart:													
6011 7420-73108 Valves -Heart	6,601	17,296	(206)	0	6,600	0	0	0	5,995	5,100	0	6,600	0
Total: 73108 Valves -Heart	6,601	17,296	(206)	0	6,600	0	0	0	5,995	5,100	0	6,600	0
73109 Bone:													
6011-7420-73109 Bone	38,443	45,381	74,384	39,274	40,690	30,908	60 113	48,800	19,290	29,955	72,694	12,552	52,170
Total: 73109 Bone	38,443	45,381	74,384	39,274	40,690	30,908	65,113	48,800	19,290	29,955	72,694	12,552	52,170
73110 AICD & Leads:													
6011-7570-73110 AICD & Leads	101,669	53,015	45,206	37,491	33,108	27,609	38,696	34,219	0	42,471	69,938	152,130	68,477
Total: 73110 AICD & Leads	101,669	53,015	45,206	37,491	33,108	27,609	38,696	34,219	0	42,471	69,938	152,130	68,477
73111 Tissue:													
6011 7680-73111 Tissue	21 153	12,033	(6,669)	6,273	26,305	7,317	7 720	20,013	4,978	9,991	2,389	8,949	21 127
6011 7420-73111 Tissue	0	0	19,013	11,395	8,769	8,400	301	0	4,725	13,074	1,601	3,900	(400)
Total: 73111 Tissue	21,153	12,033	12,168	17,668	31,073	15,747	8,021	20,013	9,483	23,065	4,190	8 849	20,727
73112 Rings-Angioplasty:													
6011-7420-73112 Rings-Angioplasty	0	3,100	3,100	0	0	0	0	0	0	0	0	3,100	0
6011 7631 73112 Rings-Angioplasty	79	0	6,000	18	3,729	3,890	(178)	995	0	750	324	0	396
Total: 73112 Rings-Angioplasty	79	3,100	9,100	18	3,729	3,890	(178)	995	0	750	324	3,100	396
73113 Pumps-Implantable:													
6011 7710-73113 Pumps-Implantable	12,105	6,418	10,669	(525)	0	6,193	7,807	3,222	7,755	6,193	6,193	6,283	6,485
Total: 73113 Pumps-Implantable	12,105	6,418	10,669	(525)	0	6,193	7,807	3,222	7,755	6,193	6,193	6,283	6,485
73114 Neuro Stimulators/ Leads:													
6011-7420-73114 Neuro Stimulators/ Leads	24,500	19,050	41,500	103,739	26,093	24,928	27,763	47,522	(20,762)	185	57,010	11,904	57,559
6011 7500-73114 Neuro Stimulators/ Leads	0	0	60	218	0	0	0	0	0	0	0	0	0
Total: 73114 Neuro Stimulators/ Leads	24,500	19,050	41,560	103,948	26,093	24,928	27 763	47,522	(20,762)	185	57,010	11,904	57,559
73115 Vascular Grafts:													
6011-7420-73115 Vascular Grafts	2,805	704	4,330	3,804	12,812	3,542	1,499	4 637	1,276	3,058	2,888	3,073	3,459
6011 7570-73115 Vascular Grafts	0	50,288	0	0	0	47,786	0	0	0	0	21,894	0	4,394
Total: 73115 Vascular Grafts	2,805	50,992	4,330	3,804	12,812	51,328	1,499	4,637	1,276	3,058	24,882	3 073	7,853
73116 Stents:													
11 7420-73116 Stents	0	279	505	308	1,208	595	72	219	513	775	512	1 152	148
-7570-73116 Stents	(5,400)	12,050	21,527	11,295	(1,529)	22,065	1,050	1,700	0	0	7 765	0	4,304
11-73116 Stents	0	4,099	3,705	8,647	2,798	7,850	7,107	17,403	7 682	0	0	1,900	3,042
10-73116 Stents	121	1,285	8,143	8,527	20,756	4,405	1 191	2,159	334	335	0	8,676	1,226
Total: 73116 Stents	(5,219)	17,612	33,881	28,677	23,233	34,915	9,420	21,482	8,529	1,111	8,277	9,728	8,697
73117 Stent DES:													
6011 7570-73117 Stent DES	84,000	60,000	51,600	109,200	81,600	121,200	142,575	103,050	43,823	73,650	60 175	18,600	106,860
Total: 73117 Stent DES	84,000	60,000	51,600	109,200	81,600	121,200	142,575	103,050	43 823	73,650	60 175	18,600	106,860
73200 Sutures & Surgical Needles:													
6011-6010-73200 Sutures & Surgical Needles	8	8	13	11	23	34	23	2	14	30	20	5	4
6011-6030-73200 Sutures & Surgical Needles	0	0	0	0	0	0	1	0	0	0	0	0	0
6011-6179-73200 Sutures & Surgical Needles	0	0	0	0	0	0	0	0	0	4	0	0	3
6011-6560-73200 Sutures & Surgical Needles	0	0	0	0	0	0	0	0	0	0	0	4	0
6011-6580-73200 Sutures & Surgical Needles	0	0	0	44	0	0	0	0	0	0	0	0	0
6011 7010-73200 Sutures & Surgical Needles	110	170	128	113	273	197	382	153	302	249	181	121	87
6011-7400-73200 Sutures & Surgical Needles	(1,453)	0	0	0	0	0	0	0	0	0	0	0	0
6011 7420-73200 Sutures & Surgical Needles	8,361	6,871	5,069	2,495	7,615	4,350	8,042	4,709	4,625	3,684	3,944	5,912	1,774
6011 7430-73200 Sutures & Surgical Needles	238	271	528	359	418	1,592	572	394	311	577	251	438	443
6011-7480-73200 Sutures & Surgical Needles	48	158	0	0	57	6	103	0	155	4	0	0	0
6011 7470-73200 Sutures & Surgical Needles	0	0	0	0	0	0	0	0	5	0	0	0	0
6011 7570-73200 Sutures & Surgical Needles	0	69	147	140	96	244	605	0	0	0	0	0	0
6011 7630-73200 Sutures & Surgical Needles	47	0	0	0	0	0	1,883	206	0	0	0	0	(35)
6011 7631 73200 Sutures & Surgical Needles	1,897	857	514	185	361	2,291	439	121	175	920	6,432	7 159	529
6011 7636-73200 Sutures & Surgical Needles	1,800	47	0	571	29	1,334	1,949	1,000	2,025	275	782	173	1,473
6011 7680-73200 Sutures & Surgical Needles	1 496	148	235	541	47	0	880	72	0	541	328	541	2,525
6011 7740-73200 Sutures & Surgical Needles	65	95	100	100	100	150	150	150	100	100	100	102	53
6011 7780-73200 Sutures & Surgical Needles	0	0	944	83	0	0	472	41	257	0	0	813	0
Total: 73200 Sutures & Surgical Needles	9,714	7,120	8,655	4,651	9,049	10,208	12,205	8,886	8 002	6,383	12,036	14,918	6,935
73201 Endomechanicals:													
6011-6010-73201 Endomechanicals	0	0	0	0	0	0	0	0	0	12	6	0	0
6011-6171-73201 Endomechanicals	6	6	14	(4)	0	0	0	6	0	6	0	0	0
6011-6172 73201 Endomechanicals	4	0	4	12	6	12	0	12	6	6	6	0	22
6011-6175-73201 Endomechanicals	0	4	0	4	4	0	0	6	12	0	4	0	15
6011-6179-73201 Endomechanicals	0	0	0	0	4	4	0	4	0	0	0	0	6
6011-6341-73201 Endomechanicals	0	0	0	0	0	0	0	4	0	0	0	0	2
6011-6560-73201 Endomechanicals	0	0	0	0	0	0	0	0	0	0	0	4	0
6011 7010-73201 Endomechanicals	4	12	8	8	10	6	8	8	4	4	8	8	2
6011 7050-73201 Endomechanicals	0	0	0	0	24	0	0	0	0	24	0	0	0
6011 7420-73201 Endomechanicals	35 486	33,076	21,874	28,731	18,008	22,263	12,760	21,038	8,797	18,514	11 077	16,384	25,006
6011-7430-73201 Endomechanicals	0	0	2,714	238	0	2,051	278	0	0	535	2,817	0	455
6011 7480-73201 Endomechanicals	0	0	0	0	0	0	448	0	0	701	0	0	0
6011 7570-73201 Endomechanicals	7 144	8,591	4,894	4,894	4,894	0	0	14 484	197	19,394	1 131	0	0
6011 7631 73201 Endomechanicals	0	2,447	0	0	0	0	0	0	0	0	0	0	0
Total: 73201 Endomechanicals	42,644	45 136	29,509	33 881	22,952	24,366	13,493	35,563	9,016	39 198	15,102	16,396	29,619
73300 Surgical Packs & Sets:													
6011-6010-73300 Surgical Packs & Sets	25	(13)	31	48	20	40	22	17	28	84	28	10	(2)
6011-6171-73300 Surgical Packs & Sets	157	251	39	55	17	39	55	48	68	48	9	37	9
6011-6172 73300 Surgical Packs & Sets	39	114	39	0	0	0	50	0	28	4	0	0	9
6011-6178-73300 Surgical Packs & Sets	8	257	121	0	0	0	17	11	8	33	13	83	35
6011-6179-73300 Surgical Packs & Sets	0	22	(33)	0	3	0	0	0	0	0	0	0	0
6011-6560-73300 Surgical Packs & Sets	1,193	690	638	811	831	655	754	754	767	571	638	737	706
6011-6580-73300 Surgical Packs & Sets	0	53	0	0	0	0	0	0	0	0	0	0	17
6011-7010-73300 Surgical Packs & Sets	6	0	0	6	6	0	3	11	6	3	0	21	125
6011 7050-73300 Surgical Packs & Sets	0	0	0	0	0	0	0	0	0	0	0	(22)	0
6011-7420-73300 Surgical Packs & Sets	7,872	5,572	7 154	5,122	6,606	8,820	7,331	7,148	7 009	6,188	6,247	7,121	8,231
6011 7430-73300 Surgical Packs & Sets	1,869	1,225	72	1,596	645	1,215	923	206	754	2,076	593	927	456
6011 7450-73300 Surgical Packs & Sets	22	0	0	283	0	0	0	0	203	19	0	0	0
6011-7470-73300 Surgical Packs & Sets	0	0	6	0	0	0	0	0	6	0	0	0	0
6011-7500-73300 Surgical Packs & Sets	0	0	0	0	0	0	0	0	11	0	0	0	0
6011-7560-73300 Surgical Packs & Sets	22	0	0	0	0	0	0	0	8	0	0	0	0
6011 7570-73300 Surgical Packs & Sets	15,217	13,963	7 695	17,371	14,347	14,852	14,842	24,579	(1,722)	15,778	14 742	15,732	14,512
6011 7630-73300 Surgical Packs & Sets	55	26	9	0	0	25	29	0	0	22	0	44	0
6011 7631 73300 Surgical Packs & Sets	1,811	1,033	1,599	1,373	2,856	1,224	1,304	1,873	1 649	951	1,864	1,624	1,277
11 7636-73300 Surgical Packs & Sets	193	0	0	374	0	0	229	20	0	0	344	30	0
7640-73300 Surgical Packs & Sets	0	0	11	0	0	0	0	0	0	0	0	0	0
10-73300 Surgical Packs & Sets	0	0	0	0	0	0	0	0	0	0	0	(22)	0
0-73300 Surgical Packs & Sets	0	11	0	0	0	0	0	0	0	0	0	0	0
40-73300 Surgical Packs & Sets	0	0	0	0	0	6	0	0	0	0	0	0	0
1 7760-73300 Surgical Packs & Sets	6	0	6	0	17	11	11	0	11	0	4	0	0
6011-6530-73300 Surgical Packs & Sets	0	0	0	0	0	0	0	6	0	0	0	0	0
6011-6385-73300 Surgical Packs & Sets	6	17	(50)	44	44	11	44	(132)	33	33	33	(11)	(33)
6011-8440-73300 Surgical Packs & Sets	0	0	0	0	0	0	0	(55)	0	0	0	0	0

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Total: 73300 Surgical Packs & Sets	29,877	24,560	17,755	29,983	25,633	28,594	25,401	34,592	8,843	27,786	24,124	26,622	23,450
73301 PBDS													
6011 7420-73301 PBDS	10,330	8,413	8,002	7,240	8,074	8,111	8,192	8,361	8,512	8,622	7 841	11,788	7 430
6011-7430-73301 PBDS	3,045	2,779	3,099	4,666	1,449	4,484	3,152	761	2,157	4,029	2,823	3,695	3,229
6011 7450 73301 PBDS	0	0	0	433	0	0	0	0	774	95	0	67	0
6011 7631 73301 PBDS	2,878	1,349	2,370	2,003	3,044	1,691	2,370	3,947	1,784	2,178	1,927	2,003	2,169
Total: 73301 PBDS	16,253	12,541	13,370	14,393	12,567	14,287	13,715	13,068	13,228	15,937	12,391	17,483	12,828
73400 Surgical Supplies-General													
6011-6010-73400 Surgical Supplies-General	849	259	609	(40)	528	418	813	3,691	2,744	6,139	2,454	1,850	2,733
6011-6030-73400 Surgical Supplies-General	0	0	0	0	0	0	4	2	0	0	0	0	0
6011-6070-73400 Surgical Supplies-General	0	2	0	0	0	0	0	0	0	0	0	0	0
6011-6110-73400 Surgical Supplies-General	0	0	0	0	0	0	0	0	7	0	37	0	0
6011-6171-73400 Surgical Supplies-General	2	123	26	83	447	61	710	143	94	121	564	6	0
6011-6172 73400 Surgical Supplies-General	4	22	36	139	63	63	133	114	125	157	727	148	396
6011-6178-73400 Surgical Supplies-General	53	36	57	130	412	111	158	149	137	990	479	253	117
6011-6179-73400 Surgical Supplies-General	35	29	253	69	100	129	129	158	152	166	343	159	184
6011-6341 73400 Surgical Supplies-General	0	0	0	0	0	6	13	6	10	9	16	25	32
6011-6550-73400 Surgical Supplies-General	5,535	6,456	6,752	6,218	7,662	6,743	7,216	6,253	6,076	6,210	6,148	7 576	7,643
6011-6590-73400 Surgical Supplies-General	0	0	0	0	0	0	0	0	0	0	0	6	3
6011-7010-73400 Surgical Supplies-General	489	1,230	610	430	642	622	509	422	494	780	1,047	850	1 153
6011 7080-73400 Surgical Supplies-General	(787)	(3,762)	(94)	0	0	30	0	0	0	0	0	30	652
6011-7420-73400 Surgical Supplies-General	64,871	57,806	55,702	69,451	61,811	59,265	62,343	53,189	42,935	63,844	55 197	52,917	50,733
6011 7427-73400 Surgical Supplies-General	102	99	122	88	428	338	1,414	607	338	163	135	663	1,088
6011-7430-73400 Surgical Supplies-General	19,955	9,804	40,001	20,734	23,760	28,259	11,010	15,223	37,295	18,308	30,282	13,117	35,654
6011 7450-73400 Surgical Supplies-General	2,766	1,107	1,352	625	605	1,317	804	2,022	1 713	1,873	1,308	1 493	2,427
6011-7470-73400 Surgical Supplies-General	0	0	0	0	0	0	0	0	0	0	659	0	0
6011-7530-73400 Surgical Supplies-General	0	0	0	0	89	0	0	0	0	0	0	0	0
6011 7535-73400 Surgical Supplies-General	0	0	0	214	33	0	0	0	0	0	0	0	0
6011 7570-73400 Surgical Supplies-General	7,804	4,885	12,005	2,685	10,898	3,852	13,048	12,162	328	17,536	2,133	11,256	8,450
6011 7631 73400 Surgical Supplies-General	0	0	0	0	0	0	0	0	0	0	0	0	41
6011-7682 73400 Surgical Supplies-General	0	0	0	2	0	0	0	0	0	0	0	0	0
6011 7630-73400 Surgical Supplies-General	4	0	3,602	23	0	0	0	18	0	89	0	16	0
6011 7631 73400 Surgical Supplies-General	8,027	2,549	6,944	3,644	3,182	2,851	4,578	5,255	6,658	3,575	5,101	3,097	7,356
6011 7634-73400 Surgical Supplies-General	0	0	0	0	0	0	0	0	0	0	0	0	3
6011 7635-73400 Surgical Supplies-General	624	0	36	0	624	0	0	34	84	788	120	726	63
6011-7640-73400 Surgical Supplies-General	9	13	0	0	0	0	0	0	0	0	0	0	0
6011-7650-73400 Surgical Supplies-General	0	0	0	0	0	0	0	3	0	0	0	0	0
6011-7680-73400 Surgical Supplies-General	0	0	0	0	0	0	420	325	0	510	148	0	0
6011-7710-73400 Surgical Supplies-General	868	1,303	0	1,008	1,775	1,277	0	314	433	831	128	764	5,184
6011-7720-73400 Surgical Supplies-General	236	367	0	355	600	745	133	672	1,012	600	107	0	286
6011-7760-73400 Surgical Supplies-General	13,738	4,883	15,428	8,814	18,055	13,340	8,422	12,643	(14 039)	7,553	9,301	4,004	8,947
6011 7831 73400 Surgical Supplies-General	0	0	0	0	4	0	27	3	2	13	0	0	17
6011-8355 73400 Surgical Supplies-General	0	0	0	0	51	158	(9)	65	0	0	60	65	0
6011-8650-73400 Surgical Supplies-General	0	0	0	0	0	0	0	0	6	0	0	0	12
Total: 73400 Surgical Supplies-General	123,077	97,116	144,781	102,308	131,097	99,220	101,894	114,288	86,433	119,979	117,369	103,129	120,752
73401 SURGICAL SUPPLIES CV													
6011-6010-73401 SURGICAL SUPPLIES CV	0	0	0	0	0	65	0	0	0	0	0	0	0
6011 7400-73401 SURGICAL SUPPLIES CV	0	0	0	7,430	650	0	(6,950)	0	0	0	0	0	0
6011-7420-73401 SURGICAL SUPPLIES CV	27,345	4,084	18,871	23,242	3,687	10,849	23,391	19,847	15,131	13,745	32,764	40 484	(5,144)
6011 7570-73401 SURGICAL SUPPLIES CV	0	0	0	0	0	0	0	0	0	0	60,000	60,000	0
6011 7631-73401 SURGICAL SUPPLIES CV	6,328	8,859	2,060	0	8,398	5,296	1,233	13,944	4,203	4,203	18,653	3,999	2,970
6011 7760-73401 SURGICAL SUPPLIES CV	79	116	113	79	81	69	69	0	103	34	0	0	0
Total: 73401 SURGICAL SUPPLIES CV	33,751	12,859	21,065	30,750	13,814	16,017	16,612	33,891	19,437	19,982	69,417	94,484	(2,174)
73402 PerfusionCell Saver													
6011 7420-73402 PerfusionCell Saver	11,707	10,681	7,685	12,069	6,265	2,679	10 186	6,708	2,774	2,811	7,858	12,213	2,033
6011 7570-73402 PerfusionCell Saver	0	0	0	2,418	0	0	0	0	0	0	0	0	0
Total: 73402 PerfusionCell Saver	11,707	10,681	7,685	14,487	6,265	2,679	10,186	6,708	2,774	2,811	7,858	12,213	2,033
Ortho Supplies													
4010-73403 Ortho Supplies	0	0	12	0	0	12	0	0	0	6	0	0	0
11-6171 73403 Ortho Supplies	53	59	14	4	6	14	0	0	0	0	0	0	0
6011-6172 73403 Ortho Supplies	34	17	0	6	10	7	19	6	12	30	14	32	0
6011-6178-73403 Ortho Supplies	14	0	28	14	7	7	6	25	7	7	0	14	0
6011-6179-73403 Ortho Supplies	6	0	7	6	0	0	0	0	0	7	7	7	0
6011-6550-73403 Ortho Supplies	35	24	0	0	7	6	0	0	0	0	0	0	0
6011-6580-73403 Ortho Supplies	0	0	0	0	0	0	0	0	0	0	12	0	0
6011-7010-73403 Ortho Supplies	434	268	659	398	472	424	170	109	133	109	(35)	559	554
6011 7080-73403 Ortho Supplies	553	210	250	157	270	59	151	448	223	148	112	(39)	331
6011-7420-73403 Ortho Supplies	32,739	20,018	29,913	18 188	19,741	18,851	30,226	30,707	14,825	18,081	19,588	18,418	24,886
6011 7427 73403 Ortho Supplies	7	73	500	58	0	0	12	6	0	(500)	0	0	6
6011 7430-73403 Ortho Supplies	385	377	1,118	1,013	2	348	258	494	314	0	757	1,805	251
6011 7760-73403 Ortho Supplies	0	12	0	0	18	12	0	18	0	0	0	18	0
Total: 73403 Ortho Supplies	34,283	21,080	31,496	19,826	20,533	19,737	30 843	31,811	15,544	9,883	20,473	20,817	26,127
73500 Anesthetic Materials													
6011-6010-73500 Anesthetic Materials	1,547	9	11	29	794	444	941	352	6	814	77	321	61
6011-6030-73500 Anesthetic Materials	0	0	0	0	0	0	18	0	0	0	0	0	0
6011-6110-73500 Anesthetic Materials	0	0	0	0	0	0	0	0	0	1	0	0	0
6011-6171-73500 Anesthetic Materials	0	0	0	0	0	0	0	0	0	0	53	0	0
6011-6172 73500 Anesthetic Materials	0	0	0	14	0	0	0	0	0	2	0	0	0
6011-6178-73500 Anesthetic Materials	0	0	0	1	54	27	0	27	27	0	53	27	0
6011-6179-73500 Anesthetic Materials	3	0	0	0	0	0	0	0	0	13	80	3	0
6011-6550-73500 Anesthetic Materials	0	0	0	0	0	0	0	0	0	0	2	0	0
6011 7010-73500 Anesthetic Materials	0	449	1	455	8	438	1 177	1 026	76	37	192	78	156
6011 7420-73500 Anesthetic Materials	980	332	1,847	1,216	1,764	1,941	713	798	764	1,196	578	668	815
6011 7427 73500 Anesthetic Materials	1 409	1,182	1,204	1,240	1,314	1,251	800	1 363	1,182	1,226	1,020	1 408	1,218
6011 7430-73500 Anesthetic Materials	0	0	101	0	0	0	0	0	105	7	53	0	18
6011 7650-73500 Anesthetic Materials	3,085	3,252	3,900	1,909	2,707	4,690	2,840	2,630	2,089	4,257	3,078	2,812	2,900
6011 7670-73500 Anesthetic Materials	40	19	35	27	72	48	94	77	83	61	66	57	27
6011 7630-73500 Anesthetic Materials	0	0	60	0	0	0	0	0	0	0	0	0	0
6011 7631 73500 Anesthetic Materials	0	0	0	0	0	0	0	0	0	0	134	0	0
6011 7710-73500 Anesthetic Materials	0	0	0	0	54	107	107	27	27	53	53	53	27
6011 7720-73500 Anesthetic Materials	0	0	25	0	0	0	25	25	0	0	0	0	0
6011-8740-73500 Anesthetic Materials	0	0	0	0	27	0	0	0	0	0	0	0	0
Total: 73500 Anesthetic Materials	7,067	5,239	6,574	4,890	6,795	8,942	6,707	6,379	4,360	7,457	5,706	5,146	4,821
73600 Oxygen & Other Medical Gases													
6011 7420-73600 Oxygen & Other Medical Gases	11,605	7,321	10,088	9,614	12,672	10 431	13,415	15,527	4,163	18,268	2,129	2,500	19,697
6011 7650-73600 Oxygen & Other Medical Gases	139	215	218	29	0	0	1,182	594	594	1,860	0	1,240	0
6011 7720-73600 Oxygen & Other Medical Gases	11,060	7,321	25 444	9,614	12,479	10 431	13,518	15,527	4,163	18,268	2,216	2,500	19,518
6011-8650-73600 Oxygen & Other Medical Gases	0	9,522	0	0	0	0	0	4,667	(12,409)	0	0	0	0
Total: 73600 Oxygen & Other Medical Gases	23,704	24,379	35,844	19 057	25,151	20,862	28,095	36,315	(1,488)	36,816	4,345	6,240	39,216
73700 IV Solutions													
6011-6010-73700 IV Solutions	3,225	1,858	2,142	2,820	3,408	3,657	3,006	3,006	2,541	3,127	3,012	2,973	1,776
6011-6030-73700 IV Solutions	0	0	0	0	0	0	8	74	0	0	0	0	0
6011-6110-73700 IV Solutions	0	0	0	0	0	0	0	(53)	0	0	0	0	0
6011-6170-73700 IV Solutions	18	0	0	0	0	0	0	0	0	0	0	0	0
6011-6171 73700 IV Solutions	2,093	2,180	1,913	2,054	2,249	1,547	2,020	2,021	1,982	2,401	1,697	115	0
6011-6172 73700 IV Solutions	1,218	1,264	1,737	1,835	1,208	1,502	1 442	2,018	2,208	2,012	1 414	1,839	1,294
6011-6178-73700 IV Solutions	2,250	1,574	1,802	2,071	1,668	1,475	1,854	2,051	1,634	2,048	1,789	1,890	1,897
6011-6179-73700 IV Solutions	1,982	1,914	1,707	2,016	2,362	2,004	1,856	1,948	1,688	2,029	2,508	2,142	1,521
6011-6260-73700 IV Solutions	0	0	0	0	0	0	0	0	0	9	0	0	0
6011-6341 73700 IV Solutions	0	0	0	0	0	18	6	20	0	6	0	2	29
6011-6550-73700 IV Solutions	4,363	3,740	3,743	3,819	3,152	2,011	3,433	3,532	3,425	3,226	3,160	2,455	3,269
6011-6580-73700 IV Solutions	34	0	0	0	0	0	26	0	0	0	0	302	66
6011-6760-73700 IV Solutions	0	0	4	0	0	0	0	0	0	0	0	0	0
6011-6800-73700 IV Solutions	0	0	0	0	0	6	0	0	0	0	0	8	0
6011 7010-73700 IV Solutions	6,045	5,111	5,527	6,223	5,699	5,491	5,932	5,853	5,109	5,797	4 432	6,280	5,266
6011 7080-73700 IV Solutions	124	19	13	73	13	0	0	36	0	30	18	59	(6)
6011 7400-73700 IV Solutions	0	0	0	0	0	0	31	0	0	0	0	0	0
6011 7420-73700 IV Solutions	1,259	837	981	1 168	2,693	691	602	860	1,009	1,436	1,488	1 168	1,174
6011-7427 73700 IV Solutions	968	600	812	790	1,095	1,073	770	830	789	723	1,141	893	828
6011 7430-73700 IV Solutions	904	712	889	883	748	873	464	900	768	644	883	945	1,725
7450-73700 IV Solutions	507	559	541	495	491	257	454	591	396	330	780	630	323
475-73700 IV Solutions	116	234	205	80	3	5	89	53	305	114	61	21	31
30-73700 IV Solutions	1	0	569	1 863	2,022	2,087	1,810	3,607	2,237	3,110	1,873	2,464	2,172
7570-73700 IV Solutions	1,429	853	155	749	316	259	724	457	1 605	896	1 153	176	843
11 7622 73700 IV Solutions	0	0	0	135	0	0	0	0	0	0	0	0	0
6011-7630-73700 IV Solutions	20	0	64	6	(9)	53	69	56	113	170	26	69	67
6011 7631-73700 IV Solutions	476	515	583	476	467	392	457	525	298	406	311	520	325
6011 7634-73700 IV Solutions	74	0	0	0	74	0	74	0	145	0	66	30	0

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6011 7525-73700 IV Solutions	31	0	0	0	25	0	0	48	0	0	93	39	0
6011 7540-73700 IV Solutions	0	2	0	0	0	0	0	0	0	0	0	0	0
6011 7550-73700 IV Solutions	597	0	302	264	0	95	135	230	11	0	85	0	252
6011-7580-73700 IV Solutions	68	0	0	135	0	0	0	0	27	0	68	0	213
6011 7710-73700 IV Solutions	18,442	13,944	18,579	14,573	21,885	13,926	18,840	22,517	12,803	18,102	20,533	12,086	16 143
6011 7720-73700 IV Solutions	166	123	84	40	149	86	99	119	37	197	115	65	42
6011 7740-73700 IV Solutions	1,327	1,271	1,179	902	1 191	1,376	1,376	1 779	935	1,330	1,143	910	1,102
6011-7750-73700 IV Solutions	763	697	899	937	978	765	535	551	429	825	717	515	527
6011-7774-73700 IV Solutions	0	0	0	0	0	0	0	0	20	0	0	0	0
6011 7581-73700 IV Solutions	812	698	709	765	697	655	765	348	449	456	702	684	840
6011-8385-73700 IV Solutions	7	10	0	0	0	3	0	4	0	0	0	3	7
6011-8455-73700 IV Solutions	0	50	8	0	0	0	0	0	0	10	6	12	0
6011-8550-73700 IV Solutions	0	0	0	0	0	0	0	13	30	0	35	32	63
6011 8745-73700 IV Solutions	0	0	0	0	0	0	0	0	8	0	0	0	0
Total: 73700 IV Solutions	47,269	39,393	43,026	43,436	52,042	41,179	48,669	52,957	47,057	49,259	49,237	40,447	41,855
73000 Pharmaceuticals:													
6011 7010-73000 Pharmaceuticals	0	0	170	0	0	0	0	0	0	0	0	0	0
6011-7430-73000 Pharmaceuticals	1 423	708	1,211	0	2,311	1,498	3,957	1,789	3,133	2,110	3,092	2,008	1,861
6011 7710-73000 Pharmaceuticals	457,321	348,298	404,668	407,845	341,263	428,354	338,777	528,424	484 179	328,939	523,823	573,002	718,441
6011-7551 73000 Pharmaceuticals	198,378	248,913	251,623	368,476	248,882	262,842	206,699	(183,838)	0	272,183	0	0	0
6011-8340-73000 Pharmaceuticals	179	121	161	137	113	113	0	0	0	0	0	0	0
Total: 73000 Pharmaceuticals	657,280	598,041	657,550	773,661	592,609	692,425	547,243	366,376	487,312	599,231	526,910	575,018	720,402
73002 Contrast Media Non-Ionic:													
6011 7570-73002 Contrast Media Non-Ionic	8,778	3,016	8,768	5,991	6,810	7,759	7,759	22,282	(12,922)	5,095	9,472	6,772	2,445
6011 7620-73002 Contrast Media Non-Ionic	0	0	407	0	0	0	0	0	0	0	0	0	0
6011 7630-73002 Contrast Media Non-Ionic	27,711	7,150	6,164	8,673	3,783	7 445	197	14,545	4,847	7,279	28,372	9 074	(4,265)
6011-7634-73002 Contrast Media Non-Ionic	3,808	1,518	20 141	1,007	2,094	1,579	4,262	19,857	(21 434)	2,063	2,529	1,368	(4,978)
6011 7710-73002 Contrast Media Non-Ionic	0	0	0	0	0	0	1,054	0	0	0	0	45	2,188
Total: 73002 Contrast Media Non-Ionic	40,296	13,684	35,479	15,671	12,488	16,783	13,283	56,685	(39,549)	14,438	40,843	17,259	(4,489)
73600 Radioactive Materials:													
6011-7500-73600 Radioactive Materials	0	0	0	0	0	0	0	0	0	0	0	60	0
6011-7630-73600 Radioactive Materials	0	0	0	0	0	535	0	0	0	0	0	0	0
6011-7640-73600 Radioactive Materials	11,305	10,047	17,966	19,357	14,947	11,332	(30 740)	30 483	40,696	(50,035)	1,814	15,509	17,772
6011-7650-73600 Radioactive Materials	29 124	30,380	18,597	17 417	21,972	27,267	23,972	23,972	23,426	31,378	18,912	17,764	32,806
Total: 73600 Radioactive Materials	40,429	40,427	36,563	36,784	36,319	39,635	(7,368)	57 454	63,121	(28,768)	20,126	33,443	50,579
74000 Radiology Films:													
6011 7570-74000 Radiology Films	201	0	0	218	0	323	0	114	0	0	1,239	0	0
6011 7630-74000 Radiology Films	0	0	495	43	0	0	495	43	0	0	0	0	837
Total: 74000 Radiology Films	201	0	495	261	0	323	495	157	0	0	1,239	0	837
74100 Other Medical Care Materials & Supplies:													
6011-6010-74100 Other Medical Care Materials &	33,976	18,677	24,392	25,854	31,517	29,741	27,934	42,822	27,103	28,093	30,822	27,714	25,966
6011-6030-74100 Other Medical Care Materials &	0	0	0	0	0	0	4,063	3,160	0	0	0	0	0
6011-6050-74100 Other Medical Care Materials &	0	93	0	0	0	0	0	0	0	0	0	0	0
6011-6110-74100 Other Medical Care Materials &	0	0	117	81	0	0	0	141	44	77	93	22	68
6011-6170-74100 Other Medical Care Materials &	25	0	0	0	4	0	0	0	14	0	136	0	9
6011-6171-74100 Other Medical Care Materials &	13,804	9,749	9,776	10,319	11,485	10,034	14,695	19,752	11,528	12,086	11 477	1,979	171
6011-6172 74100 Other Medical Care Materials &	7,009	6,145	9,232	6,913	7,341	7,655	11,033	13,154	11,557	10,891	10 442	11,009	9,947
6011-6178-74100 Other Medical Care Materials &	12,185	11,711	11,825	13,955	14,564	12,457	19,583	21,089	12,509	15,807	12,691	17,284	13 449
6011-6179-74100 Other Medical Care Materials &	11,530	8,726	12,023	11,491	13 411	10,922	12,928	15,293	14,715	14,259	14,324	15,505	11,768
6011-6341 74100 Other Medical Care Materials &	0	0	0	0	0	607	257	634	979	781	849	1,023	1,887
6011-6431 74100 Other Medical Care Materials &	0	0	0	0	0	0	0	0	0	(51)	0	0	0
6011-6550-74100 Other Medical Care Materials &	31,251	30,815	32,885	29,280	31,718	30,214	30,369	31,003	25,316	29,576	29 100	32,309	32,823
6011-6580-74100 Other Medical Care Materials &	434	1,259	339	264	0	81	25	101	3	45	0	1 628	1 186
6011 7010-74100 Other Medical Care Materials &	22,374	20,526	23,662	22,445	23,663	19,364	27,815	36 432	21,760	21,152	25,760	23,617	25,625
11-7220-74100 Other Medical Care Materials &	0	0	0	0	0	0	0	0	0	0	60	0	0
70F2 74100 Other Medical Care Materials &	0	0	0	0	0	0	0	0	0	0	0	25	0
80-74100 Other Medical Care Materials &	10,918	3,652	21,508	5,504	2,680	5,531	5,600	7 455	6,707	5,692	5,427	11,278	11,507
30-74100 Other Medical Care Materials &	0	0	0	4 725	428	0	0	0	0	0	0	8	0
7400-74100 Other Medical Care Materials &	0	0	0	0	0	0	28	0	0	0	0	0	0
11-7620-74100 Other Medical Care Materials &	45,895	51,839	40,047	40 112	38 443	39,666	29,089	35,732	29,301	39,592	40,781	21,529	32,015
6011 7427 74100 Other Medical Care Materials &	7,348	6,448	7 452	8,527	6,468	7,163	8,047	9,956	6,038	7 615	8,010	8,195	7,110
6011 7430-74100 Other Medical Care Materials &	7,841	3,251	7,468	8,852	6,271	6,805	8,127	1,970	4,899	6,825	4,917	6,022	7,629
6011 7450-74100 Other Medical Care Materials &	5,752	4,674	3,818	3,954	4,352	4,127	3,761	3,472	3,293	3,745	4,595	4,148	3,273
6011 7470-74100 Other Medical Care Materials &	1,833	1,358	5,031	3,394	2,425	2,500	3,088	2,280	1,951	1,206	1 775	3,076	3,985
6011-7500-74100 Other Medical Care Materials &	7,070	7,391	8,450	4,918	3,229	3,892	2,664	8,814	2,358	5,483	3,167	4,987	5,618
6011 7620-74100 Other Medical Care Materials &	1,121	979	1 067	887	74	371	1,100	409	162	1 701	516	2,440	786
6011-7630-74100 Other Medical Care Materials &	480	148	55	417	0	239	551	18	187	225	1,222	61	180
6011 7570-74100 Other Medical Care Materials &	27,265	20,735	35,523	18,525	43,016	21,260	13,980	18,758	11,523	19,768	31,538	21,606	20 483
6011 7591 74100 Other Medical Care Materials &	123	257	139	104	0	121	82	28	117	302	15	72	152
6011 7582 74100 Other Medical Care Materials &	0	0	0	35	0	17	0	0	0	0	0	0	0
6011-7620-74100 Other Medical Care Materials &	456	0	0	11	0	150	12	1 707	(750)	17	81	271	315
6011-7630-74100 Other Medical Care Materials &	4,150	3,283	1,391	1,793	8,137	2,851	1,917	1 763	3,210	735	2,182	1,471	1 181
6011 7631-74100 Other Medical Care Materials &	12,544	10 151	8,251	15,335	4,070	11,436	12,340	15,869	14,772	9,831	9 464	9,103	7,338
6011-7634-74100 Other Medical Care Materials &	1,550	1 069	2,972	880	490	735	845	272	7,220	5,596	598	1,258	693
6011 7636-74100 Other Medical Care Materials &	5,219	5,045	903	7,139	6,303	2,641	4,221	9 497	4,557	10,513	9,658	5,666	5,695
6011 7640-74100 Other Medical Care Materials &	152	355	209	21	750	35	300	159	131	434	6	437	126
6011 7650-74100 Other Medical Care Materials &	1 614	293	168	1,289	32	757	942	151	17	1,005	1,425	149	1,714
6011-7660-74100 Other Medical Care Materials &	668	0	680	656	798	736	374	428	613	694	(3)	812	712
6011 7710-74100 Other Medical Care Materials &	6,443	7,753	7,115	7,319	5,521	5,858	3,525	10,273	7,658	3,032	4,320	3,398	8,619
6011 7720-74100 Other Medical Care Materials &	9 455	7,205	4,876	6,352	8,172	12,634	7,650	11,600	8,881	12,256	8,452	8,550	7,834
6011 7730-74100 Other Medical Care Materials &	476	1,150	18	1,008	118	0	1 096	491	656	88	1,351	1,058	0
6011 7740-74100 Other Medical Care Materials &	5,692	3,720	3,690	2,475	4,839	4,443	3,222	5,688	4,109	3,527	1,286	12,343	3,321
6011 7750-74100 Other Medical Care Materials &	8,607	14 764	17,228	11,258	15,255	12,042	7,830	12,205	11 162	9,098	10 705	7,956	11,662
6011-7770-74100 Other Medical Care Materials &	0	12	0	328	126	0	196	0	0	201	3	0	0
6011 7774-74100 Other Medical Care Materials &	0	0	0	43	0	0	0	0	0	0	0	0	0
6011 7780-74100 Other Medical Care Materials &	0	0	0	169	15	0	0	0	0	0	0	0	0
6011-7790-74100 Other Medical Care Materials &	0	0	0	625	233	0	0	172	0	408	247	24	0
6011-7571-74100 Other Medical Care Materials &	26	(62)	11	13	11	0	0	28	0	16	0	29	11
6011-7581-74100 Other Medical Care Materials &	2,248	2,119	2,406	2,697	3,170	1,857	2,325	2,128	1,832	1,733	2,004	2,101	2,788
6011-8310-74100 Other Medical Care Materials &	0	0	0	0	14	14	0	0	0	0	0	0	0
6011-8340-74100 Other Medical Care Materials &	180	138	0	119	158	159	0	238	100	57	167	70	157
6011-8355-74100 Other Medical Care Materials &	0	955	0	0	6	0	0	0	0	10	0	0	10
6011-8360-74100 Other Medical Care Materials &	0	0	128	0	0	0	0	0	0	0	0	0	0
6011-8370-74100 Other Medical Care Materials &	0	0	0	0	9	0	0	0	0	0	0	0	0
6011-8385-74100 Other Medical Care Materials &	9,720	3,197	4,284	6,015	1,805	5,695	2,856	2,308	3,222	3,560	5,521	2,628	4,808
6011-8400-74100 Other Medical Care Materials &	0	0	0	0	8	0	0	0	0	247	0	0	13,212
6011-8440-74100 Other Medical Care Materials &	901	32	436	(378)	453	277	598	908	491	33	219	269	114
6011-8450-74100 Other Medical Care Materials &	0	11	29	0	3	0	0	10	8	0	0	0	0
6011-8453-74100 Other Medical Care Materials &	2	39	434	811	753	535	550	857	43	456	116	228	693
6011-8470-74100 Other Medical Care Materials &	9	0	9	0	0	0	0	0	0	0	0	0	0
6011-8480-74100 Other Medical Care Materials &	1	0	0	0	0	0	0	0	0	0	0	0	0
6011-8550-74100 Other Medical Care Materials &	1,042	984	735	763	610	1,283	1 017	1 416	1,254	818	1,652	1,483	1,016
6011-8610-74100 Other Medical Care Materials &	9	9	0	0	10	8	0	0	0	0	0	0	0
6011-8630-74100 Other Medical Care Materials &	51	0	0	0	0	0	0	0	0	0	0	0	0
6011-8631 74100 Other Medical Care Materials &	0	0	19	9	0	19	0	19	9	14	0	39	19
6011-8650-74100 Other Medical Care Materials &	76	105	378	298	21	311	0	119	318	310	365	4	1,200
6011-8700-74100 Other Medical Care Materials &	0	0	0	0	0	0	0	0	4	0	0	(4)	0
6011-8710 74100 Other Medical Care Materials &	0	0	0	0	0	0	9	0	0	93	0	93	0
6011-8720-74100 Other Medical Care Materials &	0	0	19	0	0	19	0	49	0	37	0	5	5
6011-8730-74100 Other Medical Care Materials &	5	33	0	0	7	0	0	0	2	49	67	20	0
6011-8751-74100 Other Medical Care Materials &	0	0	0	0	0	0	0	0	3	0	6	0	0
6011-8753-74100 Other Medical Care Materials &	0	0	0	0	0	0	0	0	0	0	3	0	0
6011-9601 74100 Other Medical Care Materials &	0	0	0	0	0	0	0	0	247	(247)	0	0	0
Total: 74100 Other Medical Care Materials & Supplies	326,906	294,998	309,727	291,132	302,676	272,722	266,350	337,894	271 470	294,606	300,549	282,092	288,845
74101 Syringes:													
6011-6010-74101 Syringes	1 128	457	360	345	944	753	558	1 151	772	702	712	1,089	948
6011-6030-74101 Syringes	0	0	0	0	0	0	0	227	0	0	0	0	0
6011-6110-74101 Syringes	0	0	0	0	0	0	0	30	5	0	0	0	0
6011-6171 74101 Syringes	275	298	389	257	329	241	135	547	337	437	245	(22)	30
6011-6172 74101 Syringes	298	195	345	252	293	175	333	474	377	354	353	282	159
6011-6178-74101 Syringes	223	315	437	405	472	515	466	723	528	550	333	390	350
6011-6179-74101 Syringes	354	352	570	375	368	455	589	627	500	722	494	483	457
6011-6341 74101 Syringes	0	0	0	0	0	42	30	0	105	111	60	63	35
6011-6431 74101 Syringes	0	0	0	0	0	0	0	0	0	(30)	0	0	0
3-74101 Syringes	657	642	691	739	547	667	741	710	637	1,054	691	693	1,003
3-74101 Syringes	(70)	35	24	0	0	35	12	0	5	0	62	267	28
10-74101 Syringes	2,651	2,682	3,179	2,991	3,056	2,991	2,520	3,059	2,381	2,839	2,471	3,547	2,531
3-74101 Syringes	0	0	11	0	30	0	0	0	0	14	0	0	0
1-7420-74101 Syringes	24	28	0	165	9	8	(53)	32	15	28	0	20	14
6011-7427-74101 Syringes	(23)	73	18	18	7	39	7	36	6	27	11	44	11
6011-7430-74101 Syringes	105	35	32	63	0	73	3	0	17	85	9	0	63
6011-7450-74101 Syringes	602	323	410	471	467	554	425	710	309	668	667	451	344

Verity Healt Systems
Seton Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
6011 7670-74101 Syringes	63	29	52	1	14	17	18	34	(105)	46	130	84	84
6011 7690-74101 Syringes	841	1,288	621	508	1 695	1,977	274	483	252	224	188	252	1,272
6011-7620-74101 Syringes	0	0	0	0	0	0	0	0	0	138	0	0	0
6011 7570-74101 Syringes	19	43	19	7	129	1	37	123	69	93	85	143	109
6011 7630-74101 Syringes	43	4	12	120	48	55	(17)	31	29	18	0	30	119
6011-7631-74101 Syringes	19	0	4	25	110	110	0	32	944	7	7	445	3
6011 7634-74101 Syringes	31	0	0	0	0	15	0	18	0	30	0	0	18
6011-7635-74101 Syringes	271	24	14	0	0	0	34	0	18	0	36	0	3
6011-7640-74101 Syringes	0	0	0	14	0	0	0	0	0	0	0	0	15
6011 7650-74101 Syringes	17	17	140	38	0	14	0	131	0	14	138	17	0
6011-7680-74101 Syringes	4,088	1,653	3,629	1,817	3,692	1,638	3,353	3,958	1,578	3,587	3,952	2,571	3,958
6011 7710-74101 Syringes	688	249	158	277	364	815	344	300	252	155	176	585	258
6011-7720-74101 Syringes	120	176	130	110	158	20	249	230	0	350	158	0	120
6011-7740-74101 Syringes	25	19	11	35	98	28	353	129	40	37	37	81	86
6011 7760-74101 Syringes	11	123	45	253	39	120	4	18	18	150	20	127	7
6011 7681 74101 Syringes	4	47	0	8	44	(5)	0	0	10	22	4	9	206
6011-8385-74101 Syringes	0	0	0	0	0	0	0	0	3	0	0	0	0
6011-8650-74101 Syringes	0	0	0	178	72	83	0	11	0	0	15	21	0
6011-8740-74101 Syringes	0	0	0	0	18	0	0	0	0	0	0	0	0
Total: 74101 Syringes	12,474	8 927	11,505	9 370	13,009	10,822	10,521	13,977	8,766	12,513	10,906	11,864	11,227
74102 Gloves:													
6011-6010-74102 Gloves	1 819	1,050	1 133	1,525	1,437	1,626	1,441	1,682	1,396	1,599	1,230	1 473	925
6011-6030-74102 Gloves	0	0	0	0	0	0	13	27	0	0	0	0	0
6011-6171-74102 Gloves	2,236	1,748	1,764	2,155	1,574	1,352	1,970	2,305	1,627	1,537	1,095	110	48
6011-6172 74102 Gloves	890	1,239	1,394	1,633	992	1,119	1,243	1,637	1,422	1,262	985	1,500	1,056
6011-6175-74102 Gloves	1,537	1,817	1,605	2,814	1,500	1 693	1,838	1,888	1,835	1,851	1,140	1,723	1,813
6011-6176-74102 Gloves	1,913	1,525	1,763	2,486	1,725	1,629	2,042	2,464	1,750	2,338	1 437	2,166	1,690
6011-6361 74102 Gloves	0	0	0	0	0	144	0	138	228	228	304	306	369
6011-6560-74102 Gloves	3,842	3,852	3,758	4 049	3,726	3,312	3,110	3,035	2,838	2,805	2,990	3,626	3,920
6011-6580-74102 Gloves	0	608	35	0	0	0	0	0	0	0	37	200	74
6011 7010-74102 Gloves	1 779	1,811	1,573	1,343	1,089	1 137	1 195	1,396	1,114	1,230	1,021	1,050	1,273
6011 7072 74102 Gloves	0	0	0	0	0	0	0	0	0	0	0	28	0
6011 7080-74102 Gloves	668	139	373	281	552	0	0	843	452	0	0	728	852
6011 7420-74102 Gloves	2,647	1,958	2,523	1 970	1,884	2,205	2,445	2,209	1 476	2,049	3,021	2,527	1,801
6011 7427 74102 Gloves	169	145	183	221	212	248	131	215	149	202	276	156	125
6011-7430-74102 Gloves	610	307	649	371	451	544	220	843	656	220	351	820	620
6011-7450-74102 Gloves	257	268	218	363	414	326	230	304	293	147	212	340	249
6011 7470-74102 Gloves	48	37	18	89	92	64	64	18	132	38	166	166	129
6011 7530-74102 Gloves	1,371	1,314	1,277	1,237	820	1,053	754	926	718	727	837	745	892
6011 7532-74102 Gloves	48	0	0	0	46	0	0	0	0	0	0	0	0
6011 7560-74102 Gloves	55	0	37	184	92	0	92	0	0	0	0	166	0
6011 7570-74102 Gloves	554	396	590	457	925	778	818	1 148	288	822	745	1,307	884
6011 7630-74102 Gloves	422	355	364	426	736	184	552	324	276	147	810	462	1,087
6011 7631 74102 Gloves	706	358	836	805	518	614	360	1,087	868	822	727	760	452
6011-7634-74102 Gloves	61	18	121	0	0	184	0	0	86	68	83	37	0
6011 7635-74102 Gloves	144	0	159	88	92	232	140	192	92	92	331	238	291
6011 7640-74102 Gloves	0	0	113	184	0	92	0	276	0	0	92	0	0
6011 7650-74102 Gloves	47	151	20	368	0	0	184	0	0	184	0	0	240
6011-7680-74102 Gloves	0	0	0	0	0	0	0	0	0	0	0	0	98
6011-7710-74102 Gloves	69	27	4	231	297	131	342	298	66	490	46	294	0
6011-7720-74102 Gloves	8	51	8	28	39	0	10	18	0	37	92	18	0
6011-7740-74102 Gloves	137	168	156	92	63	110	83	120	74	128	248	83	74
6011-7760-74102 Gloves	858	763	548	922	706	894	196	853	137	763	878	973	101
6011 7671-74102 Gloves	7	4	0	18	0	0	0	0	0	0	0	0	0
6011 7681 74102 Gloves	182	128	287	121	219	166	52	117	121	114	161	144	217
6011-8310-74102 Gloves	0	35	0	0	0	0	0	55	0	0	0	0	0
6011-8340-74102 Gloves	410	496	276	701	294	368	368	460	276	460	276	276	699
6011-8350-74102 Gloves	0	0	0	0	0	0	0	0	0	9	0	9	0
6011-8385-74102 Gloves	225	158	348	212	330	204	199	192	174	128	188	98	206
6011-8400-74102 Gloves	0	0	0	0	0	0	0	0	0	2	0	0	0
6011-8420-74102 Gloves	32	26	0	92	62	0	0	83	0	37	0	0	0
6011-8440-74102 Gloves	99	83	105	134	37	92	9	65	65	28	552	(350)	257
11-8460-74102 Gloves	21	0	5	18	28	18	0	0	0	0	28	0	0
55-74102 Gloves	0	0	0	0	18	74	0	0	0	0	0	37	0
70-74102 Gloves	0	5	4	0	0	0	0	9	9	0	9	0	0
80-74102 Gloves	4	0	0	0	0	0	0	0	0	0	0	0	0
-8491-74102 Gloves	0	0	0	0	0	0	18	0	0	0	0	0	0
11-8550-74102 Gloves	7	0	0	0	0	0	91	0	0	0	0	0	0
6011-8610-74102 Gloves	0	0	0	0	18	0	0	0	0	0	0	0	0
6011-8650-74102 Gloves	0	0	18	37	0	0	0	18	0	28	0	0	28
6011-8725-74102 Gloves	0	0	0	33	0	0	0	0	0	0	0	0	0
6011-8740-74102 Gloves	0	0	0	0	0	0	0	0	0	0	9	0	0
6011-8751 74102 Gloves	0	0	0	0	0	0	0	0	0	0	9	0	0
6011 8601 74102 Gloves	0	0	0	0	0	0	0	0	2	(2)	0	0	0
Total: 74102 Gloves	24 026	20,268	22,300	26,240	21,027	20,599	19,965	24 440	18,300	20,491	19,874	21,048	19,617
74103 Angio/Diagnostic Caths:													
6011-6010-74103 Angio/Diagnostic Caths	32	830	0	30	0	2,400	0	0	0	194	0	0	209
6011 7010-74103 Angio/Diagnostic Caths	0	157	393	0	0	0	0	0	0	0	0	0	0
6011 7420-74103 Angio/Diagnostic Caths	194	0	0	0	0	0	0	0	0	0	0	0	0
6011 7570-74103 Angio/Diagnostic Caths	8,088	4,079	5,947	10,812	4,368	5,952	5,015	3,153	1,923	7,742	11,275	8,699	10,200
6011 7630-74103 Angio/Diagnostic Caths	468	47	1 772	714	0	0	0	335	0	0	0	238	306
6011-7631-74103 Angio/Diagnostic Caths	17,152	11,540	8,283	6,827	12,033	9,143	12,120	23,286	11,133	3,331	10,200	11,056	8,385
6011 7634-74103 Angio/Diagnostic Caths	0	0	0	0	0	0	0	291	0	0	523	0	0
6011 7760-74103 Angio/Diagnostic Caths	0	0	9,800	858	0	0	4,900	8,758	0	0	2,654	0	0
Total: 74103 Angio/Diagnostic Caths	22,835	16,752	26,195	26,241	16,401	13 125	23,035	37,468	13,401	11,274	24,652	17,992	17,100
74104 Goldseekers:													
6011 7620-74104 Goldseekers	18	342	280	376	295	1,228	302	2,548	470	554	2,736	100	628
6011 7430-74104 Goldseekers	0	155	27	0	0	0	0	0	0	0	0	0	0
6011 7570-74104 Goldseekers	30,631	50,880	13,028	37,786	7,341	47,740	37,611	42,887	7,526	30 441	19 425	48,576	32,045
6011 7630-74104 Goldseekers	0	0	1,058	0	0	0	0	0	0	0	0	727	84
6011 7631 74104 Goldseekers	7,893	11,593	6,231	4,221	7 762	10,659	11,035	3,343	7,345	2,060	1,866	10,627	2,627
6011 7760-74104 Goldseekers	894	6,039	2,484	4,944	13,604	810	3,912	4,813	1,243	5,244	4,143	4,345	31
Total: 74104 Goldseekers	39,432	69,120	23,113	47 229	29,002	60,236	52,760	53,201	16,582	38,229	28 170	62,276	35,595
74105 Sheath Sets/Dilators:													
6011 7570-74105 Sheath Sets/Dilators	12,712	14,102	7,085	8,340	11,883	6,157	4,071	8,258	1 100	2,380	8,121	2,416	13 458
6011 7630-74105 Sheath Sets/Dilators	0	0	121	54	17	0	0	0	0	0	0	222	20
6011 7631 74105 Sheath Sets/Dilators	732	331	70	1,378	1 054	2,260	400	1,838	655	659	713	1,712	1,258
6011 7760-74105 Sheath Sets/Dilators	213	369	435	0	888	70	0	0	0	0	0	141	0
Total: 74105 Sheath Sets/Dilators	13,658	14,801	7,713	9,772	13,842	8,519	4,471	10 106	1,755	3,038	8 834	4,503	14,737
74106 I.V. Pressure Monitoring Supplies:													
6011 7570-74106 I.V. Pressure Monitoring Supplies	639	0	891	77	0	319	0	0	0	0	0	0	2,835
Total: 74106 I.V. Pressure Monitoring Supplies	639	0	891	77	0	319	0	0	0	0	0	0	2,835
74107 Balloon Cor Dilation:													
6011-7600-74107 Balloon Cor Dilation	0	0	0	0	0	0	0	1,050	(1,050)	0	0	0	0
6011-7570-74107 Balloon Cor Dilation	29,161	13,679	34 460	57,532	49,065	20,073	37,957	21,793	15,935	36,404	52,455	18,627	26,427
6011 7630-74107 Balloon Cor Dilation	0	0	357	1	0	0	0	0	0	0	0	0	0
6011 7631-74107 Balloon Cor Dilation	2,132	2,901	3,397	1,823	4,944	2,551	6,983	4 772	1,716	3,019	1 457	2,997	1,970
6011 7760-74107 Balloon Cor Dilation	118	3,443	1,863	1,183	4,732	1,350	845	2,517	1,858	1,733	2,532	2,468	1,379
Total: 74107 Balloon Cor Dilation	30,401	19,922	39,777	60,539	58,640	42,974	45,801	30 131	18,460	41,216	56,494	22,303	29,776
74108 Inflation Devices:													
6011 7570-74108 Inflation Devices	6,269	6,434	6,044	6,412	4,614	3,976	14,098	1,977	2,991	5,450	4,540	2,437	3,719
6011 7760-74108 Inflation Devices	152	28	0	0	0	0	0	0	155	0	0	0	0
Total: 74108 Inflation Devices	6,421	6,462	6,044	6,412	4,614	3,976	14,098	1 977	3,146	5,450	4,540	2,437	3,719
74109 Atherectomy Devices:													
6011-7600-74109 Atherectomy Devices	0	0	0	0	(481)	0	0	0	0	0	0	0	0
6011 7570-74109 Atherectomy Devices	0	0	0	2,355	1,592	0	745	0	0	0	0	0	0
Total: 74109 Atherectomy Devices	0	0	0	2,355	1 131	0	749	0	0	0	0	0	0
74110 Vascular Interventions:													
10-74110 Vascular Interventions	291	257	838	858	762	129	359	264	577	565	1,028	172	448
3-74110 Vascular Interventions	0	0	0	0	0	0	178	0	0	0	0	0	0
3-74110 Vascular Interventions	0	0	0	0	0	0	0	0	0	0	110	43	0
420-74110 Vascular Interventions	0	0	0	0	0	0	0	0	0	0	0	0	43
1 7470-74110 Vascular Interventions	0	0	0	0	0	0	0	0	43	43	0	0	0
6011-7570-74110 Vascular Interventions	39	3,285	11,699	7,235	0	2,597	9 102	316	(162)	3,735	2,643	0	1 441
6011 7630-74110 Vascular Interventions	0	0	0	0	0	0	0	0	0	(440)	0	0	0
6011 7631 74110 Vascular Interventions	0	361	2,002	2,009	3,000	440	2,315	1,779	1,365	10	220	3,030	250

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6011-6400-74110 Vascular Interventions	0	0	0	0	0	0	0	0	0	43	0	0	0
6011 9501-74110 Vascular Interventions	0	0	0	0	0	0	0	0	43	(43)	0	0	0
Total: 74110 Vascular Interventions	329	3,933	14,209	10,103	3,782	3,158	11,985	2,269	1,856	3,912	4,812	4,145	2,192
74111 Flow Directed Catheters:													
6011-6010-74111 Flow Directed Catheters	790	0	0	0	0	0	0	0	0	0	505	0	0
6011-6178-74111 Flow Directed Catheters	0	110	0	0	0	0	0	0	0	0	0	0	0
6011 7420-74111 Flow Directed Catheters	0	0	225	0	0	(309)	0	0	0	0	0	0	0
6011-7570-74111 Flow Directed Catheters	0	0	62	109	274	23	159	276	87	285	520	285	954
6011 7630-74111 Flow Directed Catheters	0	0	(1,315)	0	0	575	0	0	0	0	650	0	0
6011-7631 74111 Flow Directed Catheters	0	0	2,358	1,345	2,743	570	0	1,665	2,282	1,425	1,127	1,607	(570)
Total: 74111 Flow Directed Catheters	790	110	1,380	1,454	3,017	1,183	159	2,144	2,369	1,690	3,002	1,892	384
74113 Guiding Catheters:													
6011 7570-74113 Guiding Catheters	10,727	4,744	5,420	5,818	9,533	7,603	5,092	11,989	(1,639)	19,258	5,475	4,202	8,384
6011 7631-74113 Guiding Catheters	0	0	0	0	0	0	0	0	0	0	15	121	0
Total: 74113 Guiding Catheters	10,727	4,744	5,420	5,818	9,533	7,603	5,092	11,989	(1,639)	19,258	5,490	4,323	8,384
74114 PTCA Accessories:													
6011 7000-74114 PTCA Accessories	138	0	1,576	550	2,104	0	0	1,782	0	0	1,578	606	1,578
6011 7570-74114 PTCA Accessories	2,884	207	1,892	1,544	1,706	141	2,322	355	734	1,359	141	1,139	1,206
6011 7631 74114 PTCA Accessories	381	1,293	303	631	(128)	183	508	2,432	272	24	0	220	1 166
Total: 74114 PTCA Accessories	3,404	1,499	3,871	2,726	3,682	324	2,830	4,570	1,006	1,383	1,717	1,965	3,947
74115 Ultrasound Catheters:													
6011 7570-74115 Ultrasound Catheters	124	3,793	5,326	19,713	5,356	11,897	6,353	16,563	(1 169)	0	4,622	0	(2,640)
Total: 74115 Ultrasound Catheters	124	3,793	5,326	19,713	5,356	11,897	6,353	16,563	(1,169)	0	4,622	0	(2,640)
74117 Coronary Guidewires:													
6011-6010-74117 Coronary Guidewires	84	0	192	157	33	209	42	92	121	125	84	0	33
6011 7010-74117 Coronary Guidewires	0	0	84	0	0	0	0	0	0	0	0	0	0
6011 7420-74117 Coronary Guidewires	150	81	0	193	25	92	109	69	109	84	59	100	25
6011-7480-74117 Coronary Guidewires	75	142	100	88	178	117	42	58	67	59	92	17	50
6011 7570-74117 Coronary Guidewires	4,814	3,095	4,418	753	5,128	3,406	4,044	431	3,033	2,982	2,229	5,489	4,475
6011 7631 74117 Coronary Guidewires	0	0	0	0	0	1,006	374	3,405	284	5	521	813	0
Total: 74117 Coronary Guidewires	5,123	3,958	4,794	1,219	5,370	4,830	4,610	4,045	3,613	3,238	2,785	6,419	4,583
74118 Rotablators:													
6011 7570-74118 Rotablators	0	95	0	3,258	0	0	1,484	0	128	0	0	0	2,140
Total: 74118 Rotablators	0	95	0	3,258	0	0	1,484	0	128	0	0	0	2,140
74119 Chemistry Solutions:													
6011-6010-74119 Chemistry Solutions	0	0	0	22	4	22	22	66	66	0	43	28	67
6011-6030-74119 Chemistry Solutions	0	0	0	0	0	0	0	4	0	0	0	0	0
6011-6110-74119 Chemistry Solutions	0	0	0	0	43	0	0	0	22	0	0	0	0
6011-6171 74119 Chemistry Solutions	0	0	0	42	38	31	54	66	18	2	13	0	0
6011-6172 74119 Chemistry Solutions	0	0	0	28	2	4	24	37	13	0	0	6	0
6011-6178-74119 Chemistry Solutions	0	0	0	24	49	15	49	45	17	4	0	0	11
6011-6178-74119 Chemistry Solutions	0	0	0	28	34	45	39	41	6	0	0	6	9
6011-6580-74119 Chemistry Solutions	0	0	0	0	0	0	0	0	0	0	0	3	0
6011-7010-74119 Chemistry Solutions	0	0	0	660	420	424	622	995	609	606	512	691	816
6011 7430-74119 Chemistry Solutions	0	0	0	0	0	0	0	0	0	0	0	0	4
6011-7470-74119 Chemistry Solutions	0	0	0	1	3	0	0	0	0	0	0	0	0
6011 7600-74119 Chemistry Solutions	57,271	45,805	40,228	29 100	29,536	54,563	49,551	83,152	60,097	60 455	38,624	33,289	76,221
6011 7620-74119 Chemistry Solutions	0	0	0	0	0	0	0	0	0	20	0	0	0
6011 7570-74119 Chemistry Solutions	0	4,012	437	0	0	0	4,012	455	0	0	0	4,012	0
6011 7740-74119 Chemistry Solutions	0	0	0	22	22	0	0	0	0	0	0	0	11
11-7681 74119 Chemistry Solutions	0	0	0	0	0	0	0	0	0	0	0	0	35
Total: 74119 Chemistry Solutions	57,271	52,017	40,693	29,924	30,150	55,111	53,253	84,481	60,756	60,087	39 192	37,997	79,395
Hematology:													
11 7080-74120 Hematology	0	0	0	0	0	177	71	0	0	0	0	0	0
6011-7420-74120 Hematology	72	0	300	0	0	0	68	0	0	150	42	640	105
6011 7630-74120 Hematology	22,986	20 428	27,013	20,331	33,345	13,597	11,623	36,685	31,065	30,977	16,140	31 193	22,847
6011 7520-74120 Hematology	75	7	83	296	131	0	0	83	0	60	7	0	87
Total: 74120 Hematology	23 136	20,433	27,401	20,627	33,476	13,773	11,859	36,768	31,065	31,208	16,189	31,832	23,040
74122 Urinalysis:													
6011 7600-74122 Urinalysis	218	0	0	0	0	0	0	0	0	34	0	34	68
Total: 74122 Urinalysis	218	0	0	0	0	0	0	0	0	34	0	34	68
74123 Microbiology:													
6011-6010-74123 Microbiology	22	15	22	9	103	0	145	64	94	29	259	55	59
6011-6171 74123 Microbiology	11	11	11	8	0	0	0	0	0	0	9	0	0
6011-6172 74123 Microbiology	11	11	7	4	0	0	0	0	0	0	9	9	9
6011-6178-74123 Microbiology	15	15	13	17	0	0	0	0	0	0	9	9	13
6011-6178-74123 Microbiology	11	7	15	12	0	0	0	0	0	0	4	9	9
6011-6580-74123 Microbiology	0	4	0	0	0	0	0	0	0	0	0	0	0
6011-6580-74123 Microbiology	28	0	0	0	0	0	0	0	0	0	0	4	0
6011 7010-74123 Microbiology	3,743	2,268	2,279	2,431	2,384	2,003	2,782	3,572	2,835	2,868	3,316	3,024	2,475
6011 7080-74123 Microbiology	11	0	0	13	0	0	0	0	0	0	0	0	0
6011 7420-74123 Microbiology	11	4	7	4	0	0	0	0	0	0	13	4	4
6011 7427 74123 Microbiology	4	15	11	4	0	0	0	0	0	0	4	9	9
6011 7430-74123 Microbiology	0	4	0	0	0	0	0	0	0	0	0	0	0
6011 7600-74123 Microbiology	23,340	24 438	12,578	19 447	27,582	12,695	35,752	53,747	24,063	22,032	11,894	10,371	7,605
6011 7620-74123 Microbiology	0	252	0	0	0	84	73	59	0	0	0	0	62
6011 7630-74123 Microbiology	0	0	0	7	0	0	0	0	0	0	0	0	0
6011-7720-74123 Microbiology	4	0	4	4	0	0	0	0	0	9	0	0	9
6011-7740-74123 Microbiology	4	27	30	31	29	79	0	0	31	28	65	87	4
6011-7760-74123 Microbiology	0	7	7	0	0	0	0	0	0	0	4	0	0
6011 7681 74123 Microbiology	0	4	4	4	0	0	0	0	0	0	0	4	0
6011-8680-74123 Microbiology	4	4	0	0	0	0	0	0	0	0	0	0	0
Total: 74123 Microbiology	29,218	27,154	14,994	21,995	30,098	14,859	39,756	57,663	27,023	24,962	15,600	13,581	10,605
74124 Phlebotomy:													
6011-6010-74124 Phlebotomy	140	0	7	42	93	58	75	65	130	127	31	24	65
6011-6110-74124 Phlebotomy	0	0	0	0	8	0	0	0	0	0	0	0	0
6011-6171 74124 Phlebotomy	6	0	25	18	69	15	22	0	24	0	0	0	0
6011-6172 74124 Phlebotomy	0	0	0	0	0	0	0	15	0	0	0	0	0
6011-6178-74124 Phlebotomy	0	0	25	0	0	0	39	0	0	0	0	0	0
6011-6178-74124 Phlebotomy	0	0	0	19	0	0	0	24	0	0	0	0	0
6011-6580-74124 Phlebotomy	0	0	0	0	0	0	0	0	0	0	51	25	0
6011-6580-74124 Phlebotomy	25	0	0	0	0	0	0	0	0	0	0	0	0
6011-7010-74124 Phlebotomy	1,333	1,252	1,250	1,312	1,211	1 130	1 007	1 474	723	1,406	1,170	1,514	1,389
6011 7080-74124 Phlebotomy	25	0	0	0	0	0	0	0	0	15	0	6	0
6011 7420-74124 Phlebotomy	0	0	0	0	0	0	32	0	0	0	0	0	0
6011 7427 74124 Phlebotomy	32	15	34	0	58	6	0	7	72	6	0	0	0
6011 7630-74124 Phlebotomy	5,322	3,414	3,251	1,754	2,194	2,275	2,132	2,316	1,956	2,715	3,351	2,212	2,337
6011 7634-74124 Phlebotomy	128	0	0	0	0	0	0	0	0	0	0	0	0
6011 7710-74124 Phlebotomy	0	0	0	0	0	6	0	0	0	0	0	0	0
6011 7740-74124 Phlebotomy	25	19	6	36	6	33	24	24	61	40	9	24	27
6011-7681 74124 Phlebotomy	0	0	51	6	0	0	0	0	13	0	0	7	0
6011-8680-74124 Phlebotomy	0	0	0	0	0	0	0	0	33	0	0	15	0
Total: 74124 Phlebotomy	7,041	4,700	4,478	3,187	3,615	3,486	3,331	3,931	3,002	4,373	4,564	3,828	3,847
74125 Histology:													
6011 7600-74125 Histology	86	51	35	51	76	171	76	0	0	35	50	35	35
6011 7620-74120 Histology	537	1 093	235	443	895	75	294	278	413	125	699	241	290
Total: 74125 Histology	623	1 144	270	493	971	247	369	278	413	161	750	277	325
74126 Cytology:													
6011 7520-74120 Cytology	240	21	0	240	25	150	240	25	150	12	0	252	0
Total: 74126 Cytology	240	21	0	240	25	150	240	25	150	12	0	252	0
PS-Ablation Catheters:													
0-74130 EPS-Ablation Catheters	49,065	62,958	13,291	30,358	34,958	29,804	29,600	2,747	7 769	2,306	8,853	8,896	27,848
Total: 74130 EPS-Ablation Catheters	49,065	62,958	13,291	30,358	34,958	29,804	29,600	2,747	7 769	2,306	8,853	8,896	27,848
74150 Blood Supplies:													

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6011-7500-74150 Blood Supplies	1 179	253	249	3,329	2,372	2,521	6,957	3,385	688	983	2,971	1,052	1,849
6011-7540-74150 Blood Supplies	40,713	37,370	40 489	13,184	18,603	19,815	24,830	32,084	38,859	27,329	19,402	19,574	3,025
Total: 74150 Blood Supplies	41,892	37,736	40,738	16,513	20,976	22,036	30,847	35,470	40,346	28,332	21,471	21,625	4,874
74151 Blood Processing:													
6011-7500-74151 Blood Processing	201	5	0	0	0	0	0	0	0	0	0	0	0
6011 7540-74151 Blood Processing	8,919	7,944	9,404	8,459	9,805	14,743	10,243	10,021	(1,382)	13,734	10,251	16,778	14,047
Total: 74151 Blood Processing	9,120	7,949	9,404	8,459	9,805	14,743	10,243	10,021	(1,382)	13,734	10,251	16,778	14,047
74160 IV Sets and Supplies:													
6011-6010-74160 IV SETS AND SUPPLIES	0	0	0	0	0	0	0	0	0	0	0	47	0
6011-6172 74160 IV SETS AND SUPPLIES	0	0	0	0	0	0	0	0	0	0	0	47	0
6011-6178-74160 IV SETS AND SUPPLIES	0	0	0	0	0	0	0	0	0	0	0	47	0
6011-6179-74160 IV SETS AND SUPPLIES	0	0	0	0	0	0	0	0	0	0	0	47	0
6011 7010-74160 IV SETS AND SUPPLIES	0	0	0	0	0	0	0	0	0	0	0	47	0
6011-7420-74160 IV SETS AND SUPPLIES	0	0	0	0	0	0	0	0	46	0	0	0	0
6011 7450-74160 IV SETS AND SUPPLIES	50	49	66	60	49	153	97	68	97	66	101	101	48
6011 7570-74160 IV SETS AND SUPPLIES	101	0	0	0	0	0	181	0	0	52	0	0	0
6011-7650-74160 IV SETS AND SUPPLIES	150	150	90	196	(32)	0	0	0	0	0	0	81	83
6011 7710-74160 IV SETS AND SUPPLIES	0	0	71	0	0	0	0	0	0	0	0	0	0
Total: 74160 IV Sets and Supplies	301	199	299	245	17	153	247	68	143	118	101	368	131
74195 Inventory Adjustments:													
6011 7420-74195 INVENTORY ADJUSTMENTS	(75,681)	0	0	0	0	0	0	0	0	0	0	0	(37,478)
6011 7570-74195 INVENTORY ADJUSTMENTS	145,855	27,470	24,340	14,928	13,916	27,015	22,213	28,763	18,172	20,668	18,088	19,208	55,982
6011 7570-74195 INVENTORY ADJUSTMENTS	(248,306)	0	0	0	0	0	0	0	0	0	0	0	54,724
6011 7640-74195 INVENTORY ADJUSTMENTS	53,760	0	0	0	0	0	0	0	0	0	0	0	54,547
6011 7710-74195 INVENTORY ADJUSTMENTS	7,309	0	0	0	0	0	0	0	0	0	0	0	(25,817)
6011-8400-74195 INVENTORY ADJUSTMENTS	50,773	(5,056)	(1,745)	1,446	929	(652)	6,311	901	(1 136)	(525)	65,630	11,250	15,886
Total: 74195 Inventory Adjustments	(61,350)	22,414	22,595	16,373	14,845	26,363	27,523	29,664	15,035	19,939	84,768	30,458	118,844
74200 Food-Meats Fish Poultry													
6011-8340-74200 Food-Meats Fish Poultry	22,849	24,678	22,685	12,691	24,666	23,959	24,343	26,123	21,305	21,063	19,831	19,834	31 494
Total: 74200 Food-Meats Fish Poultry	22,849	24,678	22,685	12,691	24,666	23,959	24,343	26,123	21,305	21 063	19,831	19,834	31,494
74300 Food-Other													
6011-8340-74300 Food-Other	74,665	76,342	87,633	71,074	73,301	81 151	82,855	87,227	84,355	68,045	69,913	75,210	93,973
6011-8630-74300 Food-Other	977	0	0	0	0	0	0	0	0	0	0	0	0
Total: 74300 Food-Other	74,665	76,342	87,633	71,074	73,301	81,151	82,855	87,227	84,355	68,045	69,913	75,210	93,973
74400 Linen & Bedding:													
6011-6010-74400 Linen & Bedding	0	0	419	0	522	0	0	0	325	0	0	930	0
6011-7080-74400 Linen & Bedding	49	153	74	77	128	77	81	102	78	204	106	210	106
6011-8340-74400 Linen & Bedding	1,794	2,072	1,382	894	1 798	1,331	1,679	1,401	1,357	1,302	869	1,331	1,732
Total: 74400 Linen & Bedding	1,843	2,226	1,874	1,071	2,448	1,408	1,760	1,504	1,840	1,505	995	2,471	1,838
74500 Cleaning Supplies:													
6011-6010-74500 Cleaning Supplies	0	0	0	12	10	0	0	10	10	7	7	0	0
6011-6171 74500 Cleaning Supplies	0	0	0	0	2	0	0	0	6	0	0	0	0
6011-6172 74500 Cleaning Supplies	0	0	0	0	0	0	3	0	0	0	0	0	0
6011-6178-74500 Cleaning Supplies	0	0	0	5	5	0	0	0	0	0	0	0	0
6011-6179-74500 Cleaning Supplies	0	0	5	0	0	0	7	0	0	0	6	0	0
6011-6341 74500 Cleaning Supplies	0	0	0	0	0	71	19	2	62	53	132	106	131
6011-6500-74500 Cleaning Supplies	225	244	313	208	185	222	201	210	186	263	157	134	356
6011-6680-74500 Cleaning Supplies	0	0	0	0	0	0	0	0	0	0	0	12	12
6011-7010-74500 Cleaning Supplies	29	0	0	7	0	0	0	12	0	2	0	12	7
6011 7080 Cleaning Supplies	0	0	0	0	0	411	0	0	0	0	0	0	0
11-7420-74500 Cleaning Supplies	18	0	70	0	0	21	0	0	0	0	0	0	0
7420-74500 Cleaning Supplies	0	62	114	20	70	35	197	13	70	17	104	133	0
00-74500 Cleaning Supplies	0	3	0	0	0	27	0	0	0	0	0	0	104
70-74500 Cleaning Supplies	0	5	5	0	0	8	7	0	0	0	7	0	7
7502 74500 Cleaning Supplies	0	0	0	10	0	0	0	0	0	0	0	0	0
11 7531 74500 Cleaning Supplies	0	0	156	14	0	0	0	0	0	0	0	0	0
6011 7550-74500 Cleaning Supplies	0	0	0	0	0	10	0	0	0	0	8	0	0
6011-7760-74500 Cleaning Supplies	148	358	272	201	299	118	171	249	104	215	499	104	194
6011-7591 74500 Cleaning Supplies	0	13	0	0	0	0	24	0	0	0	0	0	10
6011-8340-74500 Cleaning Supplies	2,157	3,105	2,722	3,471	2,507	1 783	1,595	4,557	2,103	1,810	1,784	1,907	2,845
6011-8350-74500 Cleaning Supplies	799	769	799	775	775	775	775	1,550	775	388	465	775	775
6011-8385-74500 Cleaning Supplies	254	1,059	1,059	1 933	1 079	1,571	1,257	2,943	1,097	1,093	418	279	533
6011-8400-74500 Cleaning Supplies	0	0	0	0	0	0	0	0	0	193	0	0	0
6011-8440-74500 Cleaning Supplies	16,144	14,237	15,811	14 141	21,048	12,488	13 427	20,843	16,502	16,857	10,068	21,702	13 648
6011-8465-74500 Cleaning Supplies	0	0	0	0	0	31	0	0	0	0	0	7	0
6011-8720-74500 Cleaning Supplies	0	0	0	0	0	0	0	0	0	0	0	2	0
6011-8753-74500 Cleaning Supplies	0	0	0	0	0	0	47	0	0	0	0	0	0
6011 9526-74500 Cleaning Supplies	829	831	1,245	1,020	1 070	2,204	55	(5,427)	0	0	0	0	0
6011 9527 74500 Cleaning Supplies	1,456	1,097	1,558	1,057	1 899	2,493	108	(7,973)	0	0	43	(45)	0
6011 9625-74500 Cleaning Supplies	812	457	729	583	494	1,290	43	(3,617)	0	0	0	0	0
Total: 74500 Cleaning Supplies	22,738	22,360	25,471	22,667	29,202	23,653	22,969	12,041	21,075	20,907	22,704	25,217	18,823
74600 Office & Administrative Supplies:													
6011-6010-74600 Office & Administrative Suppli	418	353	328	688	16	606	153	978	157	628	147	298	707
6011-6011 74600 Office & Administrative Suppli	0	0	0	0	0	0	0	0	0	87	8	0	0
6011-6171 74600 Office & Administrative Suppli	(97)	160	(82)	(76)	8	101	0	656	74	43	410	0	4
6011-6172 74600 Office & Administrative Suppli	818	341	931	232	(73)	481	345	619	(29)	1,058	(298)	251	355
6011-6178-74600 Office & Administrative Suppli	841	466	232	151	(185)	82	344	421	118	605	(127)	134	238
6011-6179-74600 Office & Administrative Suppli	532	436	229	1,340	(184)	250	25	1,359	(61)	263	215	218	655
6011-6341-74600 Office & Administrative Suppli	0	0	0	0	498	3,724	3,057	220	(1,254)	494	522	612	958
6011-6500-74600 Office & Administrative Suppli	(128)	140	1 165	407	(26)	(59)	1	449	(62)	72	155	8	376
6011-6680-74600 Office & Administrative Suppli	(94)	0	12	467	0	0	(117)	0	0	0	0	0	520
6011 7010-74600 Office & Administrative Suppli	1 774	1,023	1,311	660	(334)	965	317	1,843	(35)	906	1,120	460	2,129
6011 7072 74600 Office & Administrative Suppli	778	394	(133)	523	(120)	591	(11)	251	(78)	24	488	0	78
6011 7080-74600 Office & Administrative Suppli	126	169	686	83	(10)	78	441	343	83	200	29	299	136
6011 7420-74600 Office & Administrative Suppli	104	248	282	87	(59)	597	468	861	33	2,400	539	521	1,227
6011 7427 74600 Office & Administrative Suppli	393	359	452	121	(60)	257	165	264	43	448	203	137	243
6011 7430-74600 Office & Administrative Suppli	69	65	273	117	(30)	150	819	461	(146)	247	271	217	346
6011 7450-74600 Office & Administrative Suppli	(12)	0	0	0	19	57	19	(19)	(19)	0	0	0	113
6011 7470-74600 Office & Administrative Suppli	321	244	(91)	288	(53)	230	120	237	(73)	655	28	106	74
6011 7500-74600 Office & Administrative Suppli	4 173	2,115	1,970	(517)	(457)	1,886	890	1 172	802	1,544	1,685	1,268	1,698
6011-7520-74600 Office & Administrative Suppli	0	0	0	0	0	260	65	(55)	(55)	0	0	0	0
6011 7550-74600 Office & Administrative Suppli	65	22	95	(15)	0	69	21	1,433	(334)	353	(353)	0	83
6011 7570-74600 Office & Administrative Suppli	308	1 434	696	257	(66)	(125)	142	373	(93)	100	0	241	0
6011-7591-74600 Office & Administrative Suppli	(23)	35	0	9	0	102	(11)	105	0	0	0	0	120
6011 7620-74600 Office & Administrative Suppli	0	0	0	0	0	0	0	0	0	109	(9)	0	0
6011 7630-74600 Office & Administrative Suppli	1,495	3,253	1 727	861	71	4,214	1 441	441	521	1,383	711	1,262	1,152
6011 7631-74600 Office & Administrative Suppli	0	195	100	0	0	5	0	0	0	0	0	810	30
6011 7634-74600 Office & Administrative Suppli	1,508	548	112	44	148	353	(57	532	60	257	35	89	454
6011 7635-74600 Office & Administrative Suppli	2	1	0	0	363	6	3	(7)	(3)	0	21	168	0
6011 7640-74600 Office & Administrative Suppli	281	186	1 747	300	(68)	104	101	247	(23)	202	619	186	251
6011 7650-74600 Office & Administrative Suppli	(366)	212	835	727	(2)	1	(81)	1,002	28	419	1,107	(40)	540
6011 7710-74600 Office & Administrative Suppli	602	620	833	1,457	249	1,211	191	1 404	(258)	1 133	662	808	764
6011 7720-74600 Office & Administrative Suppli	(13)	62	625	231	(23)	53	(58)	457	(63)	243	113	84	215
6011-7730-74600 Office & Administrative Suppli	3,282	210	0	0	117	351	117	12	(571)	32	14	0	0
6011 7760-74600 Office & Administrative Suppli	0	0	0	0	0	0	0	0	0	0	8	0	0
6011 7762-74600 Office & Administrative Suppli	7	68	109	132	780	223	25	115	(59)	0	250	83	104
6011-7770-74600 Office & Administrative Suppli	4	15	57	98	21	276	53	254	(91)	104	113	0	77
6011-7780-74600 Office & Administrative Suppli	76	46	37	(11)	(24)	(12)	0	15	0	0	0	0	0
6011 7790-74600 Office & Administrative Suppli	78	45	85	(10)	(25)	(18)	0	0	0	0	147	0	113
6011 7571-74600 Office & Administrative Suppli	110	44	337	57	(40)	(59)	(22)	0	0	0	0	55	0
6011 7591-74600 Office & Administrative Suppli	354	275	245	77	(52)	45	240	453	210	215	43	433	425
6011-8310-74600 Office & Administrative Suppli	43	78	83	183	(18)	213	8	96	(98)	104	(39)	0	0
6011-8340-74600 Office & Administrative Suppli	535	639	728	299	(206)	321	423	1,408	(227)	954	413	458	2,525
6011-8388-74600 Office & Administrative Suppli	432	168	465	(32)	(68)	228	78	90	78	140	90	87	134
6011-8400-74600 Office & Administrative Suppli	(72)	0	0	248	0	0	0	0	0	0	529	0	0
6011-8440-74600 Office & Administrative Suppli	525	248	(9)	604	(180)	256	(94)	341	(56)	132	228	262	251
6011-8450-74600 Office & Administrative Suppli	68	182	624	335	60	605	257	905	(31)	358	331	601	543
6011-8465-74600 Office & Administrative Suppli	266	89	40	0	(59)	113	136	56	(60)	124	(34)	235	0
6011-8470-74600 Office & Administrative Suppli	169	82	22	455	26	77	25	294	37	94	135	253	0
6011-8480-74600 Office & Administrative Suppli	261	104	(104)	43	(43)	29	(29)	0	0	0	0	0	0
-8510-74600 Office & Administrative Suppli	0	0	0	0	0	0	401	0	350	63	57	0	0
0-74600 Office & Administrative Suppli	1,814	1 527	1,800	1,129	(269)	1,920	872	2,101	(119)	1,284	1,586	763	2,275
10-74600 Office & Administrative Suppli	2,582	1 433	3,298	1,800	71	(2,352)	(378)	1,685	3,368	270	2,325	2,116	720
5-74600 Office & Administrative Suppli	76	25	0	(25)	0	0	0	0	0	0	0	0	0
1-8626-74600 Office & Administrative Suppli	95	40	25	(40)	0	0	0	0	0	0	0	0	0
6011-8631 74600 Office & Administrative Suppli	433	278	127	155	(52)	202	652	12	(230)	48	349	154	150
6011-8632 74600 Office & Administrative Suppli	57	19	0	0	(12)	85	9	2	(9)	0	263	0	0
6011-8640-74600 Office & Administrative Suppli	552	157	0	(457)	0	0	0	247	0	0	0	0	0

Verity Healt Systems
Seton Medical Center
Tranded Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
6011-6550-74000 Office & Administrative Suppli	1,127	1,145	1,225	(297)	(58)	(103)	1,391	949	(159)	250	556	81	402
6011-6550-74600 Office & Administrative Suppli	231	109	444	20	17	(48)	(6)	283	(17)	0	00	53	0
6011-6700-74600 Office & Administrative Suppli	3,062	1,660	1,053	692	(291)	1,272	735	453	529	1,530	555	(9,148)	0
6011-6710-74600 Office & Administrative Suppli	(16)	457	(207)	(172)	71	1,057	252	1,442	222	371	632	0	559
6011-6720-74600 Office & Administrative Suppli	(859)	628	38	229	(4)	155	45	423	64	1,143	420	262	253
6011-6740-74600 Office & Administrative Suppli	0	0	0	242	0	200	(40)	247	88	78	116	171	149
6011-6761 74600 Office & Administrative Suppli	218	300	555	542	(120)	83	391	453	(57)	218	848	166	1,222
6011-6762 74600 Office & Administrative Suppli	335	248	803	619	(111)	84	455	(128)	74	229	574	835	528
6011-6763-74600 Office & Administrative Suppli	0	0	0	0	0	0	0	0	0	0	0	416	27
6011-6780-74600 Office & Administrative Suppli	0	0	0	0	0	143	0	181	0	0	186	93	257
Total: 74600 Office & Administrative Supplies	29,657	23,519	26,374	15,692	(1,299)	21,317	15,144	26,193	3,043	22,818	19,208	7,328	24,418
74610 Pastoral Supplies:													
6011-6550-74610 Pastoral Supplies	149	53	0	175	83	0	0	0	154	11	157	0	0
Total: 74610 Pastoral Supplies	149	53	0	175	83	0	0	0	154	11	157	0	0
74650 Forms:													
6011-6010-74650 Forms	(345)	974	121	7,850	358	533	(1 695)	1,253	68	1,329	(392)	259	285
6011-6171 74650 Forms	(337)	637	684	3,697	1,065	223	(535)	90	47	1,134	103	132	0
6011-6172-74650 Forms	(725)	711	408	486	197	636	185	7	(764)	942	(282)	113	286
6011-6178-74650 Forms	(509)	1 144	17	613	240	257	20	540	53	1,402	(265)	144	188
6011-6179-74650 Forms	(539)	1,771	(35)	1,027	2,145	845	319	258	(197)	858	142	725	332
6011-6341 74650 Forms	0	0	0	0	0	810	100	123	(58)	444	(117)	13	0
6011-6580-74650 Forms	0	0	0	0	20	20	0	(5)	(5)	0	18	22	2
6011-7010-74650 Forms	(32)	845	535	85	400	198	243	618	0	429	(403)	140	61
6011-7072 74650 Forms	15	8	0	(5)	0	0	0	0	0	0	0	0	0
6011-7080-74650 Forms	(103)	37	164	0	476	(50)	72	(120)	(18)	234	(98)	0	0
6011-7230-74650 Forms	0	0	0	61	0	0	(13)	0	0	0	0	0	0
6011 7420-74650 Forms	(29)	2,433	390	420	1,198	(136)	1 062	(57)	(347)	102	492	810	254
6011-7427-74650 Forms	0	63	494	0	483	122	363	251	227	598	(159)	0	12
6011 7430-74650 Forms	120	818	908	934	843	916	120	52	(249)	450	284	402	479
6011 7600-74650 Forms	(409)	9,388	280	459	(601)	2,822	2,139	3,686	803	4,665	2,671	5,325	1,166
6011 7650-74650 Forms	26	15	0	71	0	0	(21)	0	0	0	0	0	0
6011 7670-74650 Forms	30	159	45	(29)	17	(22)	0	50	1,009	575	(711)	0	1 127
6011 7691 74650 Forms	0	0	131	0	0	(33)	0	0	0	0	0	0	0
6011 7620-74650 Forms	(165)	165	(165)	0	0	0	0	147	(37)	37	(37)	0	0
6011 7630-74650 Forms	(539)	4,526	(497)	1 766	(719)	3,658	2,797	316	(579)	410	2,834	2,320	1,228
6011 7631 74650 Forms	0	0	0	540	0	0	0	0	0	0	0	26	0
6011 7634-74650 Forms	0	0	0	0	0	0	0	0	0	0	1,721	0	0
6011 7635-74650 Forms	0	0	0	0	0	0	0	0	0	0	0	1,091	0
6011-7640-74650 Forms	(143)	650	53	1,457	(111)	(20)	(368)	287	(72)	591	283	0	215
6011 7650-74650 Forms	0	0	0	0	223	0	0	(99)	0	0	0	124	0
6011-7710-74650 Forms	1,573	701	(4)	(524)	53	135	72	(18)	(58)	3	110	0	0
6011 7720-74650 Forms	(131)	56	34	0	116	61	0	(32)	83	34	(34)	17	0
6011-7732-74650 Forms	0	0	0	0	0	0	0	0	0	0	0	0	33
6011 7743-74650 Forms	559	53	0	(53)	71	49	0	105	(43)	31	(31)	0	0
6011 7750-74650 Forms	52	597	94	245	970	653	138	401	38	597	48	222	183
6011 7770-74650 Forms	(66)	416	80	39	131	(28)	7	43	29	111	(19)	372	42
6011-7681 74650 Forms	(134)	194	(194)	114	0	171	(28)	247	(104)	62	(62)	0	182
6011-6340-74650 Forms	(42)	107	365	0	264	(107)	0	(59)	247	62	(62)	0	0
6011-6360-74650 Forms	15	25	0	(5)	(6)	0	(15)	0	0	0	0	0	0
6011-6420-74650 Forms	(552)	84	59	400	113	595	(73)	(3)	(133)	1,242	(276)	22	44
6011-6440-74650 Forms	0	0	63	0	0	0	(23)	0	0	0	0	0	0
6011-6460-74650 Forms	0	0	0	0	0	551	0	0	(145)	20	(5)	0	0
6011-6550-74650 Forms	(254)	6,885	3,761	3,091	3,805	4,306	2,852	3,427	(761)	8,062	433	4,531	2,969
6011-6610-74650 Forms	(337)	105	338	211	603	(20)	28	134	264	217	(159)	107	15
6011-6630-74650 Forms	0	0	0	0	71	0	0	(12)	0	0	0	0	0
6011-6631 74650 Forms	185	62	0	57	0	0	(40)	0	0	0	0	0	0
6011-6632 74650 Forms	(388)	399	(399)	638	0	0	(100)	0	218	72	(72)	0	0
6011-6650-74650 Forms	(118)	0	0	0	0	0	0	0	0	0	0	0	0
6011-6670-74650 Forms	0	0	0	323	0	0	(81)	0	0	0	0	0	0
6011-6700-74650 Forms	(116)	91	(91)	299	176	193	(12)	83	270	172	(109)	(1,053)	0
6011-6710-74650 Forms	0	0	0	880	0	0	(220)	0	0	968	(217)	0	0
1-6720-74650 Forms	0	0	0	306	99	0	(77)	(23)	196	276	(118)	0	439
40-74650 Forms	0	0	0	0	20	0	0	(5)	15	5	(5)	15	0
1-74650 Forms	15	68	0	(5)	24	20	15	(10)	(5)	0	15	0	0
2 74650 Forms	578	152	0	(152)	0	113	72	0	(48)	769	(160)	0	0
Total: 74650 Forms	(2,578)	34,335	6,854	26,216	12,439	17 153	7,287	11,778	849	24,520	6,423	16,576	9,635
74660 Paper & Toner Computer:													
6011 7760-74650 PAPER & TONER COMPUTERPHOTOCOPIER	0	0	0	0	0	0	0	0	0	0	70	0	0
Total: 74660 Paper & Toner Computer	0	0	0	0	0	0	0	0	0	0	70	0	0
74700 Employee Wearing Apparel:													
6011-6010-74700 Employee Wearing Apparel	454	961	778	494	724	735	578	1 191	445	942	572	788	488
6011-6030-74700 Employee Wearing Apparel	0	0	0	0	0	0	0	27	0	0	0	0	0
6011-6110-74700 Employee Wearing Apparel	0	0	0	0	0	0	0	0	11	0	0	0	0
6011-6171 74700 Employee Wearing Apparel	1,591	2,061	1 797	2,595	1,920	1,317	1,835	1,540	2,539	2,491	1,634	868	1 132
6011-6172 74700 Employee Wearing Apparel	479	976	874	668	456	852	856	884	1,325	837	818	607	665
6011-6178-74700 Employee Wearing Apparel	804	1,052	1,208	1 402	1,605	1 132	1,332	1,291	824	1,008	907	2,105	1 625
6011-6179-74700 Employee Wearing Apparel	221	268	423	804	381	266	252	493	285	576	214	363	205
6011-6341 74700 Employee Wearing Apparel	0	0	0	0	0	0	7	19	47	68	31	22	38
6011-6431 74700 Employee Wearing Apparel	0	0	0	0	0	0	0	0	0	(19)	0	0	0
6011-6580-74700 Employee Wearing Apparel	1,913	1 873	1,846	1 431	1,620	1,295	1,253	1,255	1,157	818	753	680	1,070
6011-6580-74700 Employee Wearing Apparel	0	0	0	0	0	0	0	0	0	0	0	15	65
6011 7010-74700 Employee Wearing Apparel	83	94	78	21	157	82	122	82	7	50	76	(32)	460
6011 7080-74700 Employee Wearing Apparel	204	175	181	0	134	83	284	307	41	99	139	246	(30)
6011 7400-74700 Employee Wearing Apparel	178	0	0	0	0	0	0	0	0	0	0	0	0
6011-7420-74700 Employee Wearing Apparel	413	831	811	578	804	1,340	627	402	661	422	627	445	479
6011-7427-74700 Employee Wearing Apparel	162	103	114	88	80	115	98	64	95	95	99	83	92
6011-7430-74700 Employee Wearing Apparel	162	71	269	125	96	122	138	142	117	70	70	149	151
6011-7470-74700 Employee Wearing Apparel	0	0	0	0	0	0	0	0	10	0	0	0	0
6011 7600-74700 Employee Wearing Apparel	2,000	0	0	851	747	606	9	2,343	691	1,011	102	0	1,646
6011 7620-74700 Employee Wearing Apparel	0	0	0	0	0	0	21	0	0	0	3	0	10
6011 7650-74700 Employee Wearing Apparel	69	0	0	0	0	0	0	0	0	0	0	0	0
6011 7670-74700 Employee Wearing Apparel	2,651	1,524	(2,037)	6,888	352	3,982	2,291	1 776	69	1 700	1,762	1,013	3,369
6011 7620-74700 Employee Wearing Apparel	0	0	0	0	0	0	0	0	0	0	0	0	5
6011 7630-74700 Employee Wearing Apparel	723	78	65	368	2,728	1,946	0	60	33	60	0	(52)	23
6011 7631 74700 Employee Wearing Apparel	330	169	268	916	445	215	257	263	194	139	208	263	130
6011 7634-74700 Employee Wearing Apparel	0	0	60	355	49	0	0	30	0	30	0	0	0
6011 7635-74700 Employee Wearing Apparel	0	0	0	0	40	15	21	0	0	10	0	31	0
6011 7640-74700 Employee Wearing Apparel	139	(70)	115	(1,803)	0	191	0	2,691	0	445	60	0	1,315
6011 7650-74700 Employee Wearing Apparel	100	60	0	122	0	0	0	399	83	0	80	0	0
6011 7770-74700 Employee Wearing Apparel	127	172	135	143	156	157	154	141	129	67	113	130	62
6011-7720-74700 Employee Wearing Apparel	0	0	10	0	(268)	0	0	0	0	0	0	0	0
6011 7740-74700 Employee Wearing Apparel	138	137	86	53	62	38	13	30	29	18	65	62	52
6011-7760-74700 Employee Wearing Apparel	141	186	457	6,078	140	306	128	176	158	92	132	33	(162)
6011 7681 74700 Employee Wearing Apparel	35	21	23	34	34	22	25	21	16	26	9	19	13
6011-6310-74700 Employee Wearing Apparel	100	9	0	0	472	34	15	0	0	0	0	0	0
6011-6340-74700 Employee Wearing Apparel	942	0	340	761	0	152	0	8	105	1,294	77	66	360
6011-6360-74700 Employee Wearing Apparel	0	0	0	0	0	0	0	0	0	10	0	10	0
6011-6380-74700 Employee Wearing Apparel	0	0	18	0	0	0	0	0	0	0	0	0	142
6011-6385-74700 Employee Wearing Apparel	710	335	606	277	464	552	491	817	258	452	174	305	296
6011-6440-74700 Employee Wearing Apparel	0	23	0	11	10	0	0	38	27	48	22	(133)	148
6011-6460-74700 Employee Wearing Apparel	825	971	986	730	0	811	0	0	0	2,818	752	0	1,882
6011-6483-74700 Employee Wearing Apparel	544	(259)	359	123	0	0	0	360	0	371	173	0	173
6011-6660-74700 Employee Wearing Apparel	41	31	289	209	16	31	0	533	307	0	204	16	873
6011-6730-74700 Employee Wearing Apparel	0	0	0	0	0	0	0	0	0	0	62	0	0
6011-6763-74700 Employee Wearing Apparel	0	0	0	0	0	0	0	0	0	0	24	0	0
6011-6780-74700 Employee Wearing Apparel	0	0	0	0	0	0	0	0	0	13	0	0	0
Total: 74700 Employee Wearing Apparel	15,193	11,269	9,729	23,015	13,415	18,349	10,606	18,976	9,895	18,336	9,942	8,929	16,669
74800 Instruments & Minor Medical Eq:													
6011-6010-74800 Instruments & Minor Medical Eq	202	6	188	70	176	60	180	124	412	171	74	651	325
6011-6030-74800 Instruments & Minor Medical Eq	0	0	0	0	0	0	0	805	0	0	0	0	0
6011-6171 74800 Instruments & Minor Medical Eq	0	0	0	115	0	0	0	0	16	0	0	0	0
6011-6172 74800 Instruments & Minor Medical Eq	0	23	38	0	0	0	18	0	262	0	18	18	0
6011-6178-74800 Instruments & Minor Medical Eq	0	0	0	0	230	131	115	115	176	0	18	0	18
6011-6179-74800 Instruments & Minor Medical Eq	18	32	149	345	18	230	246	115	18	0	32	0	164
6011-6341 74800 Instruments & Minor Medical Eq	0	0	0	0	0	230	0	0	0	0	0	0	0
6011-6580-74800 Instruments & Minor Medical Eq	0	0	230	115	0	0	115	0	0	0	115	235	0
11-6580-74800 Instruments & Minor Medical Eq	0	0	0	115	0	0	0	0	0	0	0	0	0
0-74800 Instruments & Minor Medical Eq	1,553	257	345	257	460	1,150	2,205	1,539	345	230	1,150	348	1,222
74800 Instruments & Minor Medical Eq	0	152	0	0	118	29	0	0	0	461	0	28	0
74800 Instruments & Minor Medical Eq	(12,305)	6,010	25,220	15,224	6,882	8,718	10 114	16 769	3,065	3,173	10,818	3,269	8,267
7-74800 Instruments & Minor Medical Eq	345	0	0	0	0	0	0	0	115	230	0	0	0
1 74800-74800 Instruments & Minor Medical Eq	774	1,457	3,764	2,142	827	443	485	8,850	1,159	8,091	3,228	150	1,360
6011 7450-74600 Instruments & Minor Medical Eq	0	0	0	0	0	29	0	200	0	0	0	230	0
6011 7470-74800 Instruments & Minor Medical Eq	0	0	32	0	0	0	0	0	37	32	32	0	0

Verity Healt Systems
Seton Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
6011-7570-74000 Instruments & Minor Medical Eq	0	70	26	0	0	95	0	0	0	0	0	0	0
6011-7630-74000 Instruments & Minor Medical Eq	0	115	0	0	0	115	0	0	0	0	0	115	0
6011-7631-74000 Instruments & Minor Medical Eq	0	337	0	0	0	0	1,255	110	115	0	0	0	0
6011-7720-74000 Instruments & Minor Medical Eq	575	0	115	0	0	0	0	0	0	0	0	0	0
6011 7760-74000 Instruments & Minor Medical Eq	0	345	8,698	3,179	240	2,577	4 617	138	430	0	3,950	1,198	2,692
6011 7770-74000 Instruments & Minor Medical Eq	0	0	0	115	0	0	0	0	0	0	0	0	0
6011 7871 74000 Instruments & Minor Medical Eq	0	74	0	0	0	0	0	0	0	0	0	0	0
6011-7891 74000 Instruments & Minor Medical Eq	0	0	0	0	115	0	0	0	0	0	0	0	0
6011-8340-74000 Instruments & Minor Medical Eq	0	3,853	26	0	0	0	0	0	0	0	0	0	0
6011-8385-74000 Instruments & Minor Medical Eq	10	119	1,211	94	239	21	119	10	119	10	119	130	75
6011-8465-74000 Instruments & Minor Medical Eq	0	0	0	0	115	230	0	0	0	0	0	0	0
Total: 74000 Instruments & Minor Medical Eq	(8,815)	13,869	37,168	22,772	8,420	14,059	19 476	28,585	7,772	12,368	19,848	6,339	14 112
74500 Other Minor Equip:													
6011-6010-74500 Other Minor Equip	250	0	241	21	0	113	0	0	1,985	0	865	65	113
6011-6030-74500 Other Minor Equip	0	0	0	0	0	0	0	682	0	0	0	0	0
6011-6171 74500 Other Minor Equip	0	0	880	0	0	0	225	2,443	0	340	0	0	0
6011-6172 74500 Other Minor Equip	0	0	0	0	3,891	0	113	0	0	0	194	0	0
6011-6175-74500 Other Minor Equip	0	334	0	0	0	113	292	2,343	0	0	490	0	0
6011-6179-74500 Other Minor Equip	60	0	0	806	0	360	0	0	0	0	490	236	0
6011-6341-74500 Other Minor Equip	0	0	0	0	0	878	0	0	0	113	0	0	0
6011-6360-74500 Other Minor Equip	984	0	0	3,657	925	(3,600)	420	0	0	0	0	0	0
6011-7010-74500 Other Minor Equip	1,056	97	0	97	170	0	97	97	1,138	0	0	357	(778)
6011 7050-74500 Other Minor Equip	0	0	0	1,309	0	2,505	533	0	0	0	0	0	0
6011 7520-74500 Other Minor Equip	0	0	185	357	0	0	0	0	0	0	0	0	175
6011 7527 74500 Other Minor Equip	595	76	0	0	0	0	0	0	97	0	0	0	175
6011 7630-74500 Other Minor Equip	97	958	5,600	481	0	0	0	1,962	0	0	0	0	0
6011 7670-74500 Other Minor Equip	255	147	0	0	0	482	157	0	0	0	37	0	0
6011 7600-74500 Other Minor Equip	0	0	0	0	0	0	0	0	8,043	1,368	0	598	0
6011 7650-74500 Other Minor Equip	366	0	0	0	0	276	(46)	0	345	69	0	0	0
6011-7670-74500 Other Minor Equip	0	0	1,101	0	559	0	0	0	0	0	0	0	0
6011-7530-74500 Other Minor Equip	83	0	0	0	0	361	0	0	0	0	0	0	0
6011 7531 74500 Other Minor Equip	0	1,458	0	0	0	0	0	0	0	0	0	0	0
6011-7650-74500 Other Minor Equip	0	0	0	0	0	224	0	0	0	0	0	382	0
6011 7710-74500 Other Minor Equip	0	0	0	0	0	0	0	467	0	0	69	0	0
6011 7750-74500 Other Minor Equip	0	0	0	175	241	0	0	0	0	0	0	0	0
6011-7871 74500 Other Minor Equip	0	0	0	0	337	0	0	0	0	0	0	0	0
6011 7891 74500 Other Minor Equip	296	533	47	0	0	0	0	0	7	0	0	0	0
6011-8340-74500 Other Minor Equip	3,653	2,988	2,557	5,073	2,021	2,595	1,401	3,037	3,695	3,536	1,650	1,808	8,147
6011-8385-74500 Other Minor Equip	4	77	0	7	0	0	0	129	0	0	0	0	0
6011-8420-74500 Other Minor Equip	96	28	0	0	0	10,051	481	0	0	0	0	0	0
6011-8440-74500 Other Minor Equip	0	1,500	124	0	421	0	0	0	0	0	0	0	0
6011-8460-74500 Other Minor Equip	0	0	0	0	0	0	0	11 455	0	0	0	0	0
6011-8465-74500 Other Minor Equip	0	0	87	0	97	223	0	2,698	0	97	0	0	73
6011-8480-74500 Other Minor Equip	26	0	0	0	0	0	0	0	0	0	0	0	0
6011-8810-74500 Other Minor Equip	0	0	0	1,476	0	0	0	0	0	0	0	0	0
6011-8850-74500 Other Minor Equip	0	0	33	0	0	0	0	0	0	0	0	0	0
Total: 74500 Other Minor Equip	8,142	7,357	10,473	13,100	8,841	14,541	3,757	25,419	13,224	5,819	4,273	3,068	8,910
74550 Software Computer:													
6011-7010-74550 SOFTWARE COMPUTER	0	0	0	0	0	0	11,819	1,970	1,970	1,970	1,970	1,970	0
6011-7050-74550 SOFTWARE COMPUTER	1,970	1,970	1,970	1,970	1,970	1,970	(9,849)	0	0	0	0	0	0
6011 7600-74550 SOFTWARE COMPUTER	215	0	0	0	0	0	0	0	0	0	0	0	0
6011 7670-74550 SOFTWARE COMPUTER	642	0	0	0	0	0	0	0	0	0	0	0	0
6011 7650-74550 SOFTWARE COMPUTER	320	0	0	0	0	0	0	0	0	0	0	0	0
6011-8340-74550 SOFTWARE COMPUTER	0	0	0	0	0	0	300	0	0	0	0	0	0
6011-8465-74550 SOFTWARE COMPUTER	0	0	0	0	0	0	0	0	0	0	1,843	309	0
6011-8810-74550 SOFTWARE COMPUTER	215	435	0	0	0	0	0	0	0	0	0	0	0
6011-8511-74550 Office Supplies Software	0	429	0	0	0	0	0	0	0	0	0	0	0
6011-8660-74000 SOFTWARE COMPUTER	0	0	0	152	0	0	0	0	0	0	0	0	0
6011-8700-74550 SOFTWARE COMPUTER	0	0	0	0	0	0	20	0	0	0	0	(20)	0
6011-8720-74550 SOFTWARE COMPUTER	0	0	0	0	0	0	0	0	0	0	0	0	2,097
Total: 74550 Software Computer	3,360	2,834	1,970	2,122	1,970	2,270	1,989	1,970	1,970	1,970	3,813	2,259	2,097
Hardware Computer													
7450-74550 HARDWARE COMPUTER	155	0	20	0	0	0	0	0	0	0	0	0	0
6011-7570-74550 HARDWARE COMPUTER	1,864	0	34	0	0	0	0	0	0	0	0	0	0
6011 7650-74550 HARDWARE COMPUTER	791	871	62	0	0	0	0	0	0	0	0	0	0
6011-8340-74550 HARDWARE COMPUTER	153	0	0	0	0	0	0	0	0	0	0	0	0
6011-8480-74550 HARDWARE COMPUTER	1,659	594	(594)	0	0	0	0	0	0	0	0	0	0
6011-8550-74550 HARDWARE COMPUTER	0	1,040	0	0	0	0	0	0	0	0	0	0	0
6011-8810-74550 HARDWARE COMPUTER	0	0	20	0	0	0	0	0	0	0	0	0	0
6011-8720-74550 HARDWARE COMPUTER	804	515	0	0	0	0	0	0	(7)	0	0	0	0
6011-8740-74550 HARDWARE COMPUTER	609	0	0	0	0	0	0	0	0	0	0	0	0
6011-8752 74550 HARDWARE COMPUTER	282	0	0	0	0	0	0	0	0	0	0	0	0
Total: 74550 Hardware Computer	6,558	4,020	(459)	0	0	0	0	0	(7)	0	0	0	0
75000 Other Non-Medical Supplies:													
6011-6010-75000 Other Non-Medical Supplies	575	395	1,606	700	382	1 175	494	497	297	392	283	412	476
6011-6030-75000 Other Non-Medical Supplies	0	0	0	0	0	0	0	70	0	0	0	0	0
6011-6060-75000 Other Non-Medical Supplies	0	41	0	0	0	0	0	0	0	0	0	0	0
6011-6110-75000 Other Non-Medical Supplies	0	0	0	0	0	0	0	0	0	2	0	0	0
6011-6171 75000 Other Non-Medical Supplies	1,004	978	2,615	1,174	977	627	620	658	691	639	442	174	92
6011-6172 75000 Other Non-Medical Supplies	823	698	879	337	276	344	459	535	2,466	698	337	458	449
6011-6175-75000 Other Non-Medical Supplies	1,080	1,204	2,940	1,379	697	730	679	901	773	1,014	1,183	905	693
6011-6179-75000 Other Non-Medical Supplies	1,343	1,047	2,794	1,276	558	575	748	938	660	1 067	907	812	623
6011-6341 75000 Other Non-Medical Supplies	0	0	0	0	2,693	2,693	3,618	2,125	1,251	472	4,970	1,199	3,671
6011-6471 75000 Other Non-Medical Supplies	0	1	0	0	0	0	0	0	0	0	0	0	0
6011-6360-75000 Other Non-Medical Supplies	1,659	1,515	1 175	783	1,001	761	688	826	904	1,030	922	890	1,855
6011-6580-75000 Other Non-Medical Supplies	0	324	1,216	628	0	0	0	0	0	0	0	638	91
6011 7010-75000 Other Non-Medical Supplies	586	594	1,031	667	2,191	753	634	1,034	703	634	1,092	1 199	837
6011 7570-75000 Other Non-Medical Supplies	0	0	0	0	0	0	0	0	0	0	16	0	0
6011 7072 75000 Other Non-Medical Supplies	7	0	0	0	0	0	2	0	0	0	0	19	0
6011 7080-75000 Other Non-Medical Supplies	290	218	206	276	245	173	70	309	173	234	533	592	117
6011 7400-75000 Other Non-Medical Supplies	0	0	0	0	0	0	2	0	0	0	0	0	0
6011 7420-75000 Other Non-Medical Supplies	122	668	219	1,163	420	210	372	919	1 191	219	467	1,053	429
6011 7427 75000 Other Non-Medical Supplies	194	368	134	224	149	282	193	569	295	203	186	227	321
6011 7430-75000 Other Non-Medical Supplies	471	1,035	1,294	354	923	257	708	1 008	869	596	500	1,091	1,049
6011 7450-75000 Other Non-Medical Supplies	13	18	15	11	(1,482)	13	13	7	38	15	13	22	8
6011 7470-75000 Other Non-Medical Supplies	83	270	63	1,296	270	736	1,122	177	7	279	290	610	113
6011 7600-75000 Other Non-Medical Supplies	755	937	1,983	1,064	667	554	521	573	847	3,773	1,243	1,026	1,370
6011 7520-75000 Other Non-Medical Supplies	134	0	37	0	0	311	47	0	1	0	0	37	0
6011 7550-75000 Other Non-Medical Supplies	191	425	351	47	24	0	8	0	8	357	0	0	65
6011 7570-75000 Other Non-Medical Supplies	73	288	469	30	32	37	18	44	28	37	29	27	36
6011 7591 76000 Other Non-Medical Supplies	0	0	0	0	0	11	32	775	7	(775)	13	0	0
6011 7620-75000 Other Non-Medical Supplies	0	0	0	0	0	0	0	0	0	1	0	0	0
6011-7630-75000 Other Non-Medical Supplies	159	926	288	536	261	696	141	340	759	1,372	534	238	278
6011-7631 76000 Other Non-Medical Supplies	0	51	47	4	7 144	51	43	4,551	(3,944)	51	7	0	52
6011-7634-76000 Other Non-Medical Supplies	34	0	24	1,365	2,153	44	13	925	0	29	24	40	6
6011-7636-76000 Other Non-Medical Supplies	52	0	52	395	252	139	0	338	45	0	525	115	47
6011 7640-76000 Other Non-Medical Supplies	35	1,250	952	35	0	252	175	877	21	1,100	172	167	833
6011 7650-76000 Other Non-Medical Supplies	33	44	4	51	4	796	48	88	1	413	48	5	59
6011 7710-75000 Other Non-Medical Supplies	5,850	2,452	2,547	3,838	2,178	5,204	153	1 737	701	928	4,668	4,033	1 836
6011 7720-75000 Other Non-Medical Supplies	371	376	370	697	69	35	128	36	65	92	23	45	67
6011 7730-75000 Other Non-Medical Supplies	0	18	0	0	0	0	0	0	170	8	0	179	0
6011 7740-76000 Other Non-Medical Supplies	53	52	203	39	43	77	52	216	61	69	1,411	97	51
6011 7760-76000 Other Non-Medical Supplies	1,711	1,102	2,169	5,239	2,398	3,125	1 478	2,350	909	1,070	1 453	2,168	1,218
6011-7770-75000 Other Non-Medical Supplies	0	0	153	806	35	3	0	0	0	80	0	85	0
6011-7780-76000 Other Non-Medical Supplies	0	0	153	14	0	0	0	0	0	0	0	0	0
6011 7790-75000 Other Non-Medical Supplies	0	0	153	14	0	0	0	0	0	0	0	0	0
6011-7871 75000 Other Non-Medical Supplies	8	0	0	0	0	0	0	0	32	0	10	0	4
6011 7891 75000 Other Non-Medical Supplies	242	66	224	111	209	359	284	265	222	241	150	769	353
6011-8370-75000 Other Non-Medical Supplies	0	17	0	0	6	0	0	13	4	0	0	0	0
6011-8340-76000 Other Non-Medical Supplies	11,277	10,519	12,163	6,682	12,941	18,052	11,957	13,035	12,613	11,982	19,375	10 150	12,647
6011-8385-76000 Other Non-Medical Supplies	8,157	8,777	8,200	9,316	8,426	8,226	4 156	8,148	8,481	7,192	7 104	6,817	8,163
6011-8420-76000 Other Non-Medical Supplies	48	176	0	28	34	0	204	115	0	8	0	0	0
6011-8440-76000 Other Non-Medical Supplies	763	1 435	1 119	1,663	650	1,873	1 611	2,262	1,770	1,127	719	1,778	1,694
6011-8451 76000 Other Non-Medical Supplies	8	0	0	0	0	0	0	0	0	0	0	0	0
6011-8460-76000 Other Non-Medical Supplies	8,693	22,149	27,829	29 142	31,869	19,852	33,716	63,617	23,845	34,572	29,994	36,035	39 445
6011-8465-76000 Other Non-Medical Supplies	11	537	52	7	23	26	0	700	5	0	0	34	113
6011-8470-76000 Other Non-Medical Supplies	521	1,338	924	465	1 184	1,214	533	488	559	147	491	1,042	126
11-8479-75000 Other Non-Medical Supplies	0	0	0	0	6	0	0	0	0	0	0	0	0
1-75000 Other Non-Medical Supplies	0	0	0	0	0	0	8	0	0	0	0	0	0
3-75000 Other Non-Medical Supplies	31	13	23	19	5	232	262	48	22	33	73	43	26
1 75000 Other Non-Medical Supplies	0	0	0	0	0	0	0	4	0	0	0	0	0
10-76000 Other Non-Medical Supplies	1	8	0	6	(112)	0	0	822	97	350	0	2,181	0
11-8531 76000 Other Non-Medical Supplies	0	0	4	11	0	153	0	12	7	22	0	9	36
6011-8550-75000 Other Non-Medical Supplies	40	110	0	0	11	0	0	0	108	0	0	0	6
6011-8560-76000 Other Non-Medical Supplies	3	2	424	724	28	12	89	34	150	12	84	0	208
6011-8700-76000 Other Non-Medical Supplies	6	16	13	8	11	53	2,110	393	8	8	42	(2,695)	0

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
6011-8710-76000 Other Non-Medical Supplies	0	0	0	0	0	0	16	0	0	0	0	0	0
6011-8713-76000 Other Non-Medical Supplies	0	0	0	3	3	0	0	0	0	0	0	0	3
6011-8720-76000 Other Non-Medical Supplies	0	7	7	5	5	0	3	11	8	8	0	10	4
6011-8740-76000 Other Non-Medical Supplies	255	0	0	464	47	0	0	843	3,045	0	0	1	0
6011-8761-76000 Other Non-Medical Supplies	12	1	0	2	2	0	0	0	0	0	0	0	0
6011-8762-76000 Other Non-Medical Supplies	0	0	0	0	0	0	0	0	0	0	60	71	30
6011-8763-76000 Other Non-Medical Supplies	0	0	2	0	0	0	0	0	0	0	0	0	0
6011-8770-76000 Other Non-Medical Supplies	0	0	0	0	0	0	8	0	0	0	0	0	0
6011-8782-76000 Other Non-Medical Supplies	0	0	0	0	0	0	12	0	4	0	4	0	0
6011 9525 76000 Other Non-Medical Supplies	0	0	0	0	0	0	0	60	0	0	0	18	0
6011 9527 76000 Other Non-Medical Supplies	0	0	84	0	0	0	0	0	0	0	35	37	3
6011 9553-76000 Other Non-Medical Supplies	0	0	294	0	0	0	0	0	0	0	0	0	0
Total: 76000 Other Non-Medical Supplies	49,033	60,998	76,315	73,086	60,602	67,466	60,263	104,747	97,744	73,191	80,819	73,080	82,818
76005 Cost Reduction - Rebate & Discount													
6011-8400-76005 Cost Reduction - Rebate & Discount	(127,977)	(19,200)	(19,200)	(64,895)	(20,570)	2,574	(60,436)	(14,778)	(23,049)	(64,215)	(27,003)	535	(19,097)
Total: 76005 Cost Reduction - Rebate & Discount	(127,977)	(19,200)	(19,200)	(64,895)	(20,570)	2,574	(60,436)	(14,778)	(23,049)	(64,215)	(27,003)	535	(19,097)
76050 Books & Manuals													
6011 7010-76050 BOOKS & MANUALS	420	37	0	0	0	0	0	0	0	0	144	0	0
6011-7420-76050 Newspapers/Magazines/Books	210	18	0	0	0	0	0	0	0	0	0	0	0
6011 7430-76050 Newspapers/Magazines/Books	210	18	0	0	0	0	0	0	0	0	0	0	0
6011 7600-76050 Newspapers/Magazines/Books	0	0	0	0	0	0	0	648	0	0	0	0	0
6011 7660-76050 Newspapers/Magazines/Books	0	0	0	0	0	0	0	150	0	0	0	0	0
6011-8325-76050 BOOKS & MANUALS	0	0	0	0	0	0	396	0	0	0	0	0	(396)
Total: 76050 Books & Manuals	840	74	0	0	0	0	396	809	0	0	144	0	(396)
76220 Freight													
6011-6010-76220 Freight	199	46	26	15	0	0	0	205	157	125	0	0	221
6011-6171 76220 Freight	0	0	0	0	0	0	6	0	0	13	0	0	0
6011-6172 76220 Freight	0	0	0	6	514	0	0	0	0	29	0	0	25
6011-6178 76220 Freight	0	0	35	0	0	0	0	10	0	0	0	0	85
6011-6179-76220 Freight	6	6	0	0	8	0	0	0	0	0	0	0	49
6011-6560-76220 Freight	25	8	19	28	0	0	0	17	0	0	0	0	84
6011-7010-76220 Freight	62	88	49	136	81	0	13	34	99	30	0	0	76
6011 7060-76220 Freight	74	0	15	0	81	0	17	39	10	13	0	0	89
6011-7453-76220 Freight	0	0	0	0	0	0	0	0	0	0	0	0	13
6011 7552 76220 Freight	0	25	0	0	0	0	0	0	0	0	0	0	0
6011 7400-76220 Freight	0	0	0	0	0	0	0	0	37	0	0	0	0
6011 7420-76220 Freight	4,483	1,571	3,245	2,680	3,057	1 414	431	4,197	1,264	3,537	229	179	7 445
6011 7427 76220 Freight	37	9	18	0	(9)	10	166	63	0	18	0	0	0
6011 7428-76220 Freight	17	0	0	0	0	0	0	0	0	0	0	0	0
6011 7430-76220 Freight	421	362	326	333	607	164	32	215	318	420	0	0	566
6011 7450-76220 Freight	249	244	75	92	24	64	41	172	141	73	0	0	328
6011-7470-76220 Freight	101	23	8	34	664	17	95	24	132	84	0	0	125
6011 7471 76220 Freight	0	0	14	0	0	0	(14)	67	0	24	0	0	139
6011-7500-76220 Freight	1,930	318	1,129	742	1,006	139	103	1 156	802	1,362	(100)	0	1,283
6011 7523-76220 Freight	260	0	232	0	114	111	43	66	131	128	0	0	224
6011 7550-76220 Freight	305	0	68	0	0	0	0	0	0	0	0	0	171
6011-7570-76220 Freight	2,118	360	891	723	21	265	259	1,035	698	464	0	0	2,150
6011 7621 76220 Freight	25	8	25	0	0	0	0	0	0	0	0	0	0
6011-7630-76220 Freight	45	0	0	0	0	0	0	0	0	0	0	0	0
6011-7630-76220 Freight	418	63	513	60	79	0	12	568	109	203	0	0	485
6011-7631-76220 Freight	663	307	993	381	352	102	71	403	585	671	0	0	697
6011-7634-76220 Freight	38	10	0	43	25	8	0	0	0	71	0	0	86
6011 7635-76220 Freight	145	67	35	0	81	35	0	0	62	171	0	0	445
6011 7640-76220 Freight	0	0	0	47	0	0	0	81	0	60	0	0	0
6011 7642-76220 Freight	63	0	0	0	0	0	0	0	0	0	0	0	0
6011 7650-76220 Freight	97	65	93	34	37	0	0	43	0	0	0	0	200
6011 7680-76220 Freight	8	8	0	0	9	0	0	67	0	34	0	0	32
6011 7710-76220 Freight	1,662	514	1,236	624	1,177	339	265	1,356	913	391	150	(150)	1,775
11-7720-76220 Freight	347	99	151	163	122	95	45	294	137	176	0	0	265
7730-76220 Freight	0	0	0	0	0	0	0	0	0	0	0	0	64
40-76220 Freight	0	0	0	8	0	0	0	0	9	45	0	0	105
150-76220 Freight	457	67	139	380	660	238	0	182	147	115	0	0	312
1-7770-76220 Freight	0	0	0	0	0	0	0	0	0	0	0	0	53
6011 7881 76220 Freight	0	0	0	0	0	0	0	48	0	0	0	0	26
6011-8040-76220 Freight	0	0	559	0	0	0	0	0	0	0	0	0	0
6011-8310-76220 Freight	35	0	0	0	18	53	18	35	0	19	0	0	0
6011-8340-76220 Freight	79	0	0	30	0	0	0	0	0	0	0	0	0
6011-8385-76220 Freight	202	58	114	126	46	26	49	122	157	179	0	0	231
6011-8400-76220 Freight	8,255	906	3,621	4,844	1,794	1,812	576	4,768	2,669	3,572	0	39	12,217
6011-8420-76220 Freight	0	0	0	0	0	0	0	0	9	0	0	0	0
6011-8440-76220 Freight	1 141	0	0	0	(151)	0	0	259	0	0	0	0	374
6011-8450-76220 Freight	23	37	266	69	342	74	29	948	634	1,290	0	0	353
6011-8455-76220 Freight	26	0	77	460	147	28	521	765	177	113	0	0	622
6011-8470-76220 Freight	159	17	205	181	93	0	0	202	58	121	0	0	78
6011-8480-76220 Freight	158	0	0	0	0	0	0	0	0	0	0	0	0
6011-8510-76220 Freight	0	0	0	11	(48)	0	0	0	0	0	0	0	0
6011-8530-76220 Freight	12	0	11	0	0	0	0	0	0	40	0	(51)	0
6011-8550-76220 Freight	15	0	22	0	0	0	0	0	0	0	0	0	0
6011-8610-76220 Freight	0	0	17	245	0	0	0	0	36	2,865	0	0	0
6011-8650-76220 Freight	34	0	8	0	0	0	0	0	0	0	0	0	378
6011-8660-76220 Freight	0	0	9	0	154	0	0	0	9	9	0	0	73
6011-8700-76220 Freight	0	0	10	0	0	0	0	0	0	0	0	(10)	0
6011-8730-76220 Freight	9	23	0	0	0	0	0	0	0	0	0	0	0
6011-8740-76220 Freight	82	0	0	0	21	0	0	0	30	0	0	0	0
6011-8752 76220 Freight	0	0	10	0	0	0	0	0	0	0	0	0	0
6011-8753-76220 Freight	0	0	0	0	0	0	0	0	929	0	0	0	0
Total: 76220 Freight	21,218	5,438	12,812	12,217	10,645	4,631	2,796	17 193	10,840	13,243	279	7	32,339
76300 Tfr To Othr CC-Supplies													
6211-7710-76300 Tfr To Othr CC-Supplies	(80,800)	(76,165)	(59,574)	(76,165)	(64,841)	(60,491)	(63,574)	(71,011)	(61 163)	(64,376)	(51 106)	(65,359)	(63,197)
Total: 76300 Tfr To Othr CC-Supplies	(80,800)	(76,165)	(59,574)	(76,165)	(64,841)	(60,491)	(63,574)	(71,011)	(61 163)	(64,376)	(51,106)	(65,359)	(63,197)
76700 Tfr Fm Othr CC-Supplies													
6011-6010-76700 Tfr Fm Othr CC-Supplies	422	415	422	510	406	316	210	286	336	328	354	272	328
6011-6030-76700 Tfr Fm Othr CC-Supplies	0	0	0	0	0	0	0	66	0	0	0	0	0
6011-6171 76700 Tfr Fm Othr CC-Supplies	588	521	550	356	288	299	464	477	427	479	561	67	0
6011-6172 76700 Tfr Fm Othr CC-Supplies	418	315	371	253	333	214	285	359	359	432	1 454	318	372
6011-6178-76700 Tfr Fm Othr CC-Supplies	300	391	581	352	239	316	352	465	416	397	1,059	464	447
6011-6179-76700 Tfr Fm Othr CC-Supplies	469	643	472	513	393	444	515	524	406	552	1 401	448	552
6011-6341 76700 Tfr Fm Othr CC-Supplies	0	0	0	0	413	556	110	316	610	634	371	474	917
6011-6560-76700 Tfr Fm Othr CC-Supplies	1 674	1,841	1,556	1,100	1,364	791	1,112	1,227	1,228	2,260	1,256	1,818	1,455
6011-6580-76700 Tfr Fm Othr CC-Supplies	0	0	0	0	0	0	0	0	0	0	0	0	555
6011 7010-76700 Tfr Fm Othr CC-Supplies	2,073	1,973	2,020	1,873	1,849	1,638	1 757	2,004	1,859	1,915	1,682	3,235	4,038
6011 7012 76700 Tfr Fm Othr CC-Supplies	80	0	0	0	1	0	0	0	5	4	0	8	120
6011 7060-76700 Tfr Fm Othr CC-Supplies	292	631	0	100	358	523	445	288	582	136	314	212	810
6011 7400-76700 Tfr Fm Othr CC-Supplies	678	664	474	297	328	224	455	257	565	28	353	82	68
6011 7427 76700 Tfr Fm Othr CC-Supplies	458	485	473	437	488	462	374	427	352	488	424	491	490
6011 7430-76700 Tfr Fm Othr CC-Supplies	618	638	978	458	675	619	638	555	491	639	525	741	891
6011 7450-76700 Tfr Fm Othr CC-Supplies	13,709	2,838	5,053	2,008	5,700	5,268	4,700	3,198	4,282	4,089	5,309	7,021	8,448
6011-7470-76700 Tfr Fm Othr CC-Supplies	283	10	7	0	20	0	3	0	0	0	10	10	0
6011 7500-76700 Tfr Fm Othr CC-Supplies	867	1 139	742	801	933	693	1,053	679	679	1,303	1 423	854	1,072
6011 7523-76700 Tfr Fm Othr CC-Supplies	0	0	0	0	56	0	0	0	7	0	11	0	0
6011 7550-76700 Tfr Fm Othr CC-Supplies	0	0	0	0	0	60	0	0	0	0	0	0	0
6011 7570-76700 Tfr Fm Othr CC-Supplies	93	132	234	140	680	91	708	0	0	171	4	53	0
6011 7630-76700 Tfr Fm Othr CC-Supplies	357	2	412	0	338	600	922	26	518	137	245	0	0
6011 7636-76700 Tfr Fm Othr CC-Supplies	26	0	8	27	36	17	14	61	36	111	37	86	11
6011 7640-76700 Tfr Fm Othr CC-Supplies	885	3,154	3,191	126	159	347	3,231	9,476	3,191	126	126	3,238	128
6011-7650-76700 Tfr Fm Othr CC-Supplies	399	12	208	225	0	124	266	4	342	18	9	423	15
6011-7710-76700 Tfr Fm Othr CC-Supplies	36	35	0	35	147	100	147	0	0	0	35	127	151
6011-7720-76700 Tfr Fm Othr CC-Supplies	0	61	0	20	485	0	9	0	30	85	0	14	36
6011-7730-76700 Tfr Fm Othr CC-Supplies	0	0	0	0	0	188	0	0	0	0	0	0	0
6011 7740-76700 Tfr Fm Othr CC-Supplies	103	63	59	44	112	49	39	63	63	68	51	85	94
6011-7760-76700 Tfr Fm Othr CC-Supplies	135	172	249	282	284	89	128	141	37	210	91	218	142
6011 7780-76700 Tfr Fm Othr CC-Supplies	278	176	215	218	277	265	265	322	304	294	427	473	555
6011 7790-76700 Tfr Fm Othr CC-Supplies	0	0	0	0	0	0	0	0	0	0	178	0	0
6011 7871 76700 Tfr Fm Othr CC-Supplies	0	0	0	0	0	91	0	0	0	0	0	0	0
6011-7881 76700 Tfr Fm Othr CC-Supplies	770	619	829	968	774	151	1 479	533	623	1,137	791	818	823
11-8370-76700 Tfr Fm Othr CC-Supplies	0	0	0	0	419	0	0	0	0	0	0	0	0
30-76700 Tfr Fm Othr CC-Supplies	0	0	0	0	0	0	65	74	0	0	0	0	0
70-76700 Tfr Fm Othr CC-Supplies	0	0	0	0	30	0	0	0	35	94	125	0	0
20-76700 Tfr Fm Othr CC-Supplies	0	0	0	686	100	4	239	0	0	0	0	0	0
-8450-76700 Tfr Fm Othr CC-Supplies	62	0	233	0	0	7	0	0	0	0	0	0	0
11-8455-76700 Tfr Fm Othr CC-Supplies	0	0	0	0	0	0	0	0	0	0	6	0	0
6011-8480-76700 Tfr Fm Othr CC-Supplies	10	140	(140)	0	0	0	0	0	0	0	0	0	0
6011-8510-76700 Tfr Fm Othr CC-Supplies	0	0	0	0	0	0	0	0	0	0	93	139	0
6011-8550-76700 Tfr Fm Othr CC-Supplies	0	0	0	0	0	0	7	0	0	0	0	0	0

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
6011-8591 76700 Thr Fee Oby CC-Supplies	0	0	0	0	0	42	0	0	0	0	0	0	0
6011-8593-76700 Thr Fee Oby CC-Supplies	14,261	10,765	19,432	10,614	10,529	14,797	21,389	13,488	11,730	14,976	11,379	24,237	11,730
6011-8616-76700 Thr Fee Oby CC-Supplies	247	0	149	0	0	264	0	0	0	0	0	0	0
6011-8625-76700 Thr Fee Oby CC-Supplies	30	155	0	0	1,225	0	316	0	143	327	53	0	227
6011-8626-76700 Thr Fee Oby CC-Supplies	0	253	0	0	0	0	0	0	0	0	0	0	0
6011-8630-76700 Thr Fee Oby CC-Supplies	71	330	0	52	0	156	156	152	502	53	0	0	100
6011-8635-76700 Thr Fee Oby CC-Supplies	2,700	3,106	2,700	2,700	2,170	2,100	2,170	2,205	1,965	2,170	2,653	2,100	2,100
6011-8650-76700 Thr Fee Oby CC-Supplies	402	418	396	270	664	373	715	719	607	576	835	668	580
6011-8655-76700 Thr Fee Oby CC-Supplies	1,552	937	293	8,695	7,343	749	835	1,937	114	870	1,218	1,354	440
6011-8670-76700 Thr Fee Oby CC-Supplies	113	653	172	53	229	112	727	474	330	188	237	261	54
6011-8710-76700 Thr Fee Oby CC-Supplies	13,454	14,310	5,888	5,091	12,430	7,085	19,865	7,206	7,085	13,444	7,208	7,515	11,205
6011-8720-76700 Thr Fee Oby CC-Supplies	170	1,357	258	169	604	636	1,639	601	266	428	179	373	77
6011-8730-76700 Thr Fee Oby CC-Supplies	0	0	0	0	0	0	0	0	0	0	42	0	4
6011-8740-76700 Thr Fee Oby CC-Supplies	0	334	0	0	179	0	462	796	1,028	892	497	461	436
6011-8761-76700 Thr Fee Oby CC-Supplies	11	729	91	43	12	28	9	265	0	9	196	1 521	0
6011-8762 76700 Thr Fee Oby CC-Supplies	1,442	1 795	1,696	812	496	497	80	542	1,552	901	928	2,269	1,338
6011-8763-76700 Thr Fee Oby CC-Supplies	0	0	0	0	0	0	0	0	0	0	0	270	0
6011-8770-76700 Thr Fee Oby CC-Supplies	180	61	4	0	0	260	24	0	0	2	0	0	0
6011-8780-76700 Thr Fee Oby CC-Supplies	0	0	0	0	20	19	25	0	17	22	0	32	28
Total: 76700 Thr Fee Oby CC-Supplies	55,833	51,099	50,747	50,237	54,205	41,536	68,670	50,963	43,336	50,794	43,935	64,242	51,358
Total - Supplies	**2,711,740**	**2,658,941**	**2,959,456**	**2,837,270**	**2,773,653**	**2,840,675**	**2,677,883**	**2,926,724**	**1,889,380**	**2,343,303**	**2,503,169**	**2,495,343**	**2,882,145**
PIS - Professional Fees:													
72200 Consultant & Mgmt Fees													
6011-8400-72200 Consultant & Mgmt Fees	0	23,895	23,895	11,948	11,948	(47,791)	0	0	0	0	0	0	0
6011-8511-72200 Consultant & Mgmt Fees	0	0	253	8,923	8,983	25,326	15,220	10,921	10,921	5,401	10,921	19,921	98,249
6011-8610-72200 Consultant & Mgmt Fees	43,077	21,347	18,702	15,045	18,357	20,881	10,503	14 479	14,231	37 139	35,039	922	10,039
6011-8630-72200 Consultant & Mgmt Fees	(1,884)	2,329	3,317	3,411	1 705	0	(5,526)	0	0	0	0	0	0
6011-8650-72200 Consultant & Mgmt Fees	0	0	0	0	0	0	0	0	0	0	0	0	756
6011-8762 72200 Consultant & Mgmt Fees	11,063	15,792	7,250	7,417	17,979	13,942	11,525	11,917	13,271	278	9,128	8,063	12,530
Total: 72200 Consultant & Mgmt Fees	52,606	63,363	51,450	47,444	54,991	11,798	29,822	37,317	38,423	42,877	55,089	28,905	121,573
72300 Legal:													
6011-8510-72300 Legal	0	0	0	0	0	0	0	0	0	0	0	0	3,525
6011-8610-72300 Legal	45 447	62,502	18,761	(8,206)	9,244	(522)	(294)	22,896	11,573	33,005	14,450	463	(21,084)
6011-8650-72300 Legal	0	0	0	0	0	0	0	0	0	0	0	0	17,094
6011-8762 72300 Legal	0	0	0	0	0	135	0	0	0	0	0	0	0
Total: 72300 Legal	45,447	62,502	18,761	(8,206)	9,244	(388)	(294)	22,896	11,573	33,005	14,450	463	(488)
Total - Professional Fees	**98,053**	**118,884**	**70,201**	**42,236**	**63,926**	**11,313**	**28,528**	**60,213**	**49,996**	**75,882**	**69,538**	**29,368**	**121,108**
Out Of Area- Network Expense.													
PIS - Intercompany Related Organization:													
76410 Corporate Management Svcs:													
6011-8594-76410 Corporate Management Svcs	251,355	1,375,672	642,769	372,224	914,501	1,052,470	884,401	867,748	732,483	913,343	966,141	1,036,601	899,113
Total: 76410 Corporate Management Svcs	251,355	1,375,672	642,769	372,224	914,501	1,052,470	884,401	867,748	732,483	913,343	966,141	1,036,601	899,113
76415 Integrity Management Svcs:													
6011-8594-76415 Management Fee Charges	1 012,072	931,362	931,362	931,362	931,362	931,362	931,362	931,362	931,362	931,362	931,362	931,362	931,362
Total: 76413 Integrity Management Svcs	1 012,072	931,362	931,362	931,362	931,362	931,362	931,362	931,362	931,362	931,362	931,362	931,362	931,362
76420 VBS And SO Allocation:													
6011-8594-76420 VBS And SO Allocation	150,664	163,938	179,325	182,859	113,683	143,259	128,129	213,659	131 494	235,778	217,220	157,666	348,677
Total: 76420 VBS And SO Allocation	150 664	163,938	179,325	182,859	113,683	143,259	128,129	213,659	131,494	235,778	217,220	157 666	348 677
Purch - Svcs IT Reimb Acct													
76422 IT Management Fees	691,753	732,550	902,610	859,507	836,463	1,018,579	835,325	833,929	980,414	984,700	837,228	812,283	895,886
Total: 76422 Purch Svcs IT Reimb Acct	691,753	732,550	902,610	859,507	836,463	1,018,579	835,325	833,929	980,414	984,700	837,228	812,283	895,886
76429 PFS Outsource Inst Expense:													
6011-8530-76429 PFS Outsource Inst Expense	368,252	360,222	0	215,256	352,379	376,637	(1,742)	406 800	384,137	255,772	507,343	745,636	340,840
Total: 76429 PFS Outsource Inst Expense	368,252	360,222	0	215,256	352,379	376,637	(1 742)	406,800	384,137	255,772	507,343	745,636	340,840
76441 Purch Service Rel Org- Regional:													
6011 7620-76441 Purch Service Rel Org- Regional	(5,930)	(2,527)	(2,583)	(247)	3,079	13,939	11,851	12,362	31 159	19,798	(17,268)	68,747	24,705
Total: 76441 Purch Service Rel Org- Regional	(5,930)	(2,527)	(2,583)	(247)	3,079	13,939	11,851	12,362	31,159	19,798	(17,268)	68,747	24,705
Total - PIS - Intercompany Related Organization	**2,684,166**	**3,561,628**	**2,652,484**	**2,572,262**	**3,251,467**	**3,538,345**	**2,789,026**	**3,290,860**	**3,190,899**	**3,332,753**	**3,442,023**	**3,748,485**	**3,138,588**
PIS - Other:													
76100 Purch Serv-Medical:													
6011-7420-76100 Purch Serv-Medical	0	0	0	1,695	4	0	0	0	0	0	0	0	0
6011 7430-76100 Purch Serv-Medical	0	0	0	11,052	0	0	0	0	0	0	0	0	0
6011 7500-76100 Purch Serv-Medical	41 127	44,824	19,203	29,097	34,932	40,849	34,520	53,281	47,240	19,531	19,717	17,037	35,473
6011 7530-76100 Purch Serv-Medical	7,043	0	22,098	8,882	4,017	4,079	4,388	1,811	14,768	(23,143)	1,018	1,073	(5,054)
6011 7640-76100 Purch Serv-Medical	(5,697)	2,738	(2,738)	4,388	2,474	2,828	3,271	19,594	(3,436)	6,000	5,172	7,389	1,388
6011 7640-76100 Purch Serv-Medical	63	6,000	7 657	3,333	1,667	3,057	6,833	6,500	1,333	4 000	6,333	2,667	(1,000)
6011-8530-76100 Purch Serv-Medical	2,024	0	0	0	0	0	0	0	0	0	0	0	0
6011-8610-76100 Purch Serv-Medical	4,800	9,700	9,700	9,700	9,700	0	0	0	0	0	0	0	0
6011-8660-76100 Purch Serv-Medical	2,898	267	28,835	2,776	1,734	861	4,187	8,668	8,004	5,126	4,826	3,868	(1 192)
6011-8681-76100 Purch Serv-Medical	0	0	0	0	0	276	0	0	0	0	0	0	0
6011-8751-76100 Purch Serv-Medical	0	0	0	11 130	0	0	12,900	4 800	4,800	4 800	4,800	0	0
Total: 76100 Purch Serv-Medical	51,914	63,549	94,854	78,959	54,527	54,653	66 111	90,355	70,709	19,018	39,865	32,051	29,625
76200 Purch Serv-Repairs & Maintenan:													
6011-8510-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	99	0	1 530	0	0	0	517	0
6011-8171 76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	0	0	0	278	0
6011-8172 76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	0	592	0	2,491	0
6011-8175-76200 Purch Serv-Repairs & Maintenan	0	1,500	22	0	0	99	0	0	0	0	0	0	0
6011-8179-76200 Purch Serv-Repairs & Maintenan	0	0	99	0	99	0	0	0	0	99	510	0	99
6011-8341-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	99	0	0	0	724	0	0	0
6011-8550-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	0	0	0	13	323
6011-8560-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	0	0	0	0	338
6011 7010-76200 Purch Serv-Repairs & Maintenan	197	99	0	0	0	0	0	0	0	1,565	378	(20)	0
6011 7420-76200 Purch Serv-Repairs & Maintenan	(1,294)	1,029	3,805	(2,448)	3,432	12,576	18,242	4,599	10,833	4,805	11,964	21,030	24,502
6011 7427 76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	0	13,694	155	0	0
6011 7430-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	2,000	698	0	934	19,297	1,732	5,200	5,926
6011-7470-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	583	1 166	664	510	2,435	3,900
6011-7500-76200 Purch Serv-Repairs & Maintenan	0	0	8 122	0	0	0	0	0	392	3,420	12,800	25,604	21,906
6011 7520-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	0	0	2,500	0	0
6011-7540-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	0	0	0	0	91
6011 7550-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	0	0	0	3,700	3,852
6011 7570-76200 Purch Serv-Repairs & Maintenan	0	0	298	0	0	10,800	9,541	950	17,205	7,012	17,591	2,500	
6011 7630-76200 Purch Serv-Repairs & Maintenan	67	0	0	0	20,086	99	0	0	6,055	0	9,368	24 183	19,634
6011 7634-76200 Purch Serv-Repairs & Maintenan	0	7,503	0	0	3,381	0	0	3,381	(558	14,255	143,761	65,201	13,257
6011 7635-76200 Purch Serv-Repairs & Maintenan	1,440	0	0	0	0	0	0	0	193	1 093	0	1,264	0
6011 7640-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	68	2,758	0	5,130	8,755	8,624
6011 7650-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	0	4,658	1,970	8,757	3,318
6011 7680-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	0	0	21,228	15,241	10,823
6011-7710-76200 Purch Serv-Repairs & Maintenan	0	0	60	0	0	0	270	702	0	0	0	0	0
6011 7720-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	5,972	0	0	0	4,674
6011 7730-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	0	0	0	75	1,500
6011 7740-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	3,639	0	0	0	600	978	0
6011 7760-76200 Purch Serv-Repairs & Maintenan	0	8,534	6,855	5,104	8,071	(8,458)	0	120	11	8,884	6,397	7 776	0
6011 7671 76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	0	0	10,053	0	0
6011-8340-76200 Purch Serv-Repairs & Maintenan	8,734	1,914	18,377	6,260	3,637	24,540	5,439	7,599	8,242	7,824	8,708	12,938	3,247
6011-8385-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	0	0	0	397	119
6011-8400-76200 Purch Serv-Repairs & Maintenan	1,696	0	0	81	0	0	0	0	0	0	0	0	0
6011-8420-76200 Purch Serv-Repairs & Maintenan	0	0	0	8,659	0	0	0	0	4,072	0	0	0	0
6011-8440-76200 Purch Serv-Repairs & Maintenan	307	2,153	2,035	2,318	1,064	(2,009)	0	549	0	0	0	0	0
11-8460-76200 Purch Serv-Repairs & Maintenan	61 421	46,830	22,808	60,308	90 416	32,536	51,692	24,102	50,529	57 126	(3,952)	13 196	35,911
8465-76200 Purch Serv-Repairs & Maintenan	365	0	299	0	0	3,914	1,344	29,754	20 144	(5,529)	31 184	8 655	2,696
0-76200 Purch Serv-Repairs & Maintenan	2,470	0	0	0	0	0	0	0	0	0	0	0	0
1 76200 Purch Serv-Repairs & Maintenan	1,813	3,283	(2,937)	2,224	7 650	3,009	3,794	10	5,758	3,440	1 638	6,155	11,588
10-76200 Purch Serv-Repairs & Maintenan	0	0	493	0	0	0	0	0	0	0	0	0	0
11-8660-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	0	0	0	0	1,218
6011-8762 76200 Purch Serv-Repairs & Maintenan	75	0	0	0	0	0	0	0	0	0	0	0	0
Total: 76200 Purch Serv-Repairs & Maintenan	78,333	71,695	89,030	80,668	135,295	88,703	91,255	89,128	117,271	149,633	279,883	272,235	178,620

Verity Healt Systems
Seton Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
76250 Repairs & Maintenance Other Contract													
6011 7010-76250 Repairs & Maintenance Other Contract	0	0	0	0	0	0	0	0	0	0	0	48	0
6011 7050-76250 Repairs & Maintenance Other Contract	0	0	0	0	0	0	0	0	0	0	0	338	0
6011 7420-76250 Repairs & Maintenance Other Contract	2,844	1,335	1,853	2,495	2,245	1,504	1,659	2,140	2,208	2,015	1,850	1,745	1,948
6011 7430-76250 Repairs & Maintenance Other Contract	0	0	0	0	0	372	0	363	0	0	0	0	0
6011 7640-76250 Repairs & Maintenance Other Contract	0	0	0	0	0	0	0	0	8,774	0	0	0	0
6011 8450-76250 Repairs & Maintenance Other Contract	0	0	1,917	0	0	0	0	0	0	433	1,414	2,564	266
Total: 76250 Repairs & Maintenance Other Contract	2,844	1,335	3,760	2,495	2,245	1,866	1,659	2,503	9,332	2,450	3,264	4,695	2,214
76500 Purch Serv-Collection Agencies													
6011-8530-76500 Purch Serv-Collection Agencies	7,981	8,665	9,957	10 491	7,607	37,263	8,636	(15,527)	7,738	4,669	49,525	(126,045)	0
Total: 76500 Purch Serv-Collection Agencies	7,981	8,665	9,957	10,491	7,607	37,263	8,636	(15,527)	7,738	4,669	49,525	(126,045)	0
76900 Purch Serv Outside Organizatio													
6011-6010-76900 Purch Serv-Outside Organizatio	4,324	112	92	0	110	306	269	116	238	153	190	141	147
6011-6030-76900 Purch Serv-Outside Organizatio	16	21	23	0	12	49	(109)	93	29	14	49	4	19
6011-6171 76900 Purch Serv-Outside Organizatio	958	962	822	760	898	1,053	1,166	888	880	966	9,311	197	145
6011-6172 76900 Purch Serv-Outside Organizatio	6	6	7	0	6	13	7	9	9	9	0	9	9
6011-6175-76900 Purch Serv-Outside Organizatio	167	167	119	0	92	238	103	152	166	170	173	129	154
6011-6178-76900 Purch Serv-Outside Organizatio	120	154	119	0	888	261	169	141	138	194	171	147	177
6011-6341-76900 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	0	0	0	4,050	0
6011-6550-76900 Purch Serv-Outside Organizatio	253	339	253	0	369	665	333	284	991	368	358	306	341
6011-6650-76900 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	0	7,221	0	0	0
6011 7010-76900 Purch Serv-Outside Organizatio	5,690	4,941	4,925	4,190	4,933	5,097	5,970	5,478	5,696	1,379	5,059	5,725	4,028
6011-7075-76900 Purch Serv-Outside Organizatio	6	6	7	0	6	13	7	9	9	9	9	9	9
6011 7080-76900 Purch Serv-Outside Organizatio	(113)	2,229	4,033	2,000	2,229	2,147	2,232	2,057	2,033	2,151	2,230	2,033	3,765
6011 7420-76900 Purch Serv-Outside Organizatio	24 450	19,319	30,102	41 426	32,677	25 194	31,570	23,822	42,259	23,294	28,361	73 160	(12 451)
6011-7427 76900 Purch Serv-Outside Organizatio	16	16	18	0	16	32	16	21	20	21	20	22	20
6011-7430-76900 Purch Serv-Outside Organizatio	57	49	30	0	85	136	49	870	75	33	70	69	61
6011-7470-76900 Purch Serv-Outside Organizatio	73	9,535	34	743	842	2,150	4,850	2,038	172	77	90	100	101
6011 7600-76900 Purch Serv-Outside Organizatio	1,571	(290)	85	0	1,571	227	99	1 142	393	630	174	1,919	71,830
6011-7620-76900 Purch Serv-Outside Organizatio	7,256	(55)	(5,820)	499	7,148	0	0	0	0	196	0	0	0
6011 7670-76900 Purch Serv-Outside Organizatio	4,105	10,578	9 955	2,527	21,215	10,850	11,798	9,431	8,638	11,328	11,947	13,598	(970)
6011 7692 76900 Purch Serv-Outside Organizatio	21	21	13	0	3	69	18	14	14	19	19	19	19
6011 7630-76900 Purch Serv-Outside Organizatio	1,752	4,302	613	1 730	(4 172)	224	853	5,836	1,638	1,857	14,214	232	7 439
6011 7631 76900 Purch Serv-Outside Organizatio	0	0	0	0	0	0	1 631	0	0	0	0	0	293
6011 7634-76900 Purch Serv-Outside Organizatio	(583)	45	23	0	2,033	87	34	11,736	(5,068)	18	51	55	37
6011 7635-76900 Purch Serv-Outside Organizatio	364	24	31	1,500	23	47	11	14	28	23	28	23	13
6011 7640-76900 Purch Serv-Outside Organizatio	5,302	4,574	203	4,215	115	223	326	2,856	5,054	662	6,717	172	113
6011-7650-76900 Purch Serv-Outside Organizatio	38,911	32,514	32,403	32,075	29 405	26,104	30 136	33,160	43,981	30,668	30 129	33,529	34,648
6011 7680-76900 Purch Serv-Outside Organizatio	102	127	68	0	95	251	137	92	161	100	123	104	133
6011 7710-76900 Purch Serv-Outside Organizatio	8,640	1,655	2,607	2,862	7,241	3,004	1,128	5,857	863	2,020	1,457	5,344	6,038
6011 7720-76900 Purch Serv-Outside Organizatio	0	0	0	0	0	0	4,920	0	0	0	0	0	0
6011 7760-76900 Purch Serv-Outside Organizatio	43	33	47	209	1,377	23,653	13,326	(576)	(3,692)	4,544	2,525	2,531	66
6011 7770-76900 Purch Serv-Outside Organizatio	3	3	4	0	3	6	3	3	3	3	3	3	3
6011 7780-76900 Purch Serv-Outside Organizatio	8	25	28	0	3	84	21	29	33	24	43	47	38
6011 7790-76900 Purch Serv-Outside Organizatio	133	111	106	0	104	252	134	121	197	111	182	138	134
6011-8340-76900 Purch Serv-Outside Organizatio	8,858	760	647	5,182	(98)	2,859	257	234	(208)	300	271	2,072	9 427
6011-8360-76900 Purch Serv-Outside Organizatio	42,294	39,883	40,857	38 400	2,909	63,507	43,626	39,371	44,788	37,921	84,727	49,244	44,758
6011-8385-76900 Purch Serv-Outside Organizatio	0	0	0	0	348	523	1,092	348	1 885	0	0	6,817	1,326
6011-8400-76900 Purch Serv-Outside Organizatio	25	25	38	120	8	47	17	39	48	24	36	19	89
6011-8420-76900 Purch Serv-Outside Organizatio	58,873	34,081	50 180	60,662	57 715	58,264	48,634	37 105	57,945	66,626	65,373	52,284	48,628
6011-8430-76900 Purch Serv-Outside Organizatio	8,534	7,017	9,177	0	19,686	14 431	(33,673)	0	0	0	0	0	0
6011-8440-76900 Purch Serv-Outside Organizatio	71,838	41,385	39,318	43,328	37,120	41,998	38,833	73,341	45,076	33,080	7,882	60,575	45 198
6011-8450-76900 Purch Serv-Outside Organizatio	84,491	57,527	69,621	121,578	63,896	134,641	97,500	37,077	45,080	66,309	118,498	126,791	138,777
6011-8455-76900 Purch Serv-Outside Organizatio	(5,578)	70,448	322,227	144,856	33,147	60,269	55,952	457,964	116,001	102,929	101,046	14,722	0
6011-8470-76900 Purch Serv-Outside Organizatio	16	4,512	13	0	7,253	49	12	14	14	19	24	19	19
6011-8480-76900 Purch Serv-Outside Organizatio	8	12	(12)	0	0	0	0	0	0	0	0	0	0
6011-8491 76900 Purch Serv-Outside Organizatio	3,078	1,535	63	6	0	0	0	2,325	3,033	2,106	230	0	0
6011-8510-76900 Purch Serv-Outside Organizatio	142	140	1,201	0	0	151	535	1,236	0	147	0	1 440	601
6011-8550-76900 Purch Serv-Outside Organizatio	691	654	635	620	641	767	148	912	870	649	691	645	1,158
11-8510-76900 Purch Serv-Outside Organizatio	91,072	1,448	(5,425)	3,160	8,979	354	2,217	(4 101)	10,264	10,260	3,251	1,916	53,054
25-76900 Purch Serv-Outside Organizatio	12	8	8	0	3	24	194	19	19	14	19	19	14
25-76300 Purch Serv-Outside Organizatio	25	31	23	0	3	78	29	29	19	39	25	23	26
30-76300 Purch Serv-Outside Organizatio	8,089	3,600	3,355	1,814	8,410	(405)	1 180	603	678	(2,035)	0	0	0
1-8531 76300 Purch Serv-Outside Organizatio	47	29	15	0	25	62	28	13	43	19	38	47	43
6011-8540-76300 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	0	0	0	210	0
6011-8650-76300 Purch Serv-Outside Organizatio	3,575	33	1,232	1,315	5,016	5,150	2,471	3,224	8,143	1,074	24	4	2,128
6011-8660-76300 Purch Serv-Outside Organizatio	15	28	8	0	3	1 100	12	8	22	13	13	27	13
6011-8680-76300 Purch Serv-Outside Organizatio	1,308	616	620	600	603	604	3	600	8,157	5,322	7,643	0	7,424
6011-8690-76300 Purch Serv-Outside Organizatio	8	8	8	0	3	19	3	4	4	4	4	4	9
6011-8700-76300 Purch Serv-Outside Organizatio	20,518	19,883	36,825	69,679	27,168	10,736	27,335	15,558	33,837	(2,574)	18,963	(257,600)	0
6011-8710-76300 Purch Serv-Outside Organizatio	4,075	3,720	3,762	3,355	3,473	3,764	179	7,133	3,441	714	8	14	9
6011-8725-76300 Purch Serv-Outside Organizatio	9,313	8,763	8,294	8,573	6,043	6,652	2,365	2,448	6,424	5,630	5,956	6,039	9,249
6011-8740-76300 Purch Serv-Outside Organizatio	19	8	8	0	3	115	24	9	18	25	24	677	9
6011-8751 76300 Purch Serv-Outside Organizatio	2,258	29	4	0	3	969	2,125	574	4	7,025	4	4	1,870
6011-8752 76300 Purch Serv-Outside Organizatio	4,383	688	9,674	11,833	68,858	(30 772)	23,565	17,357	8,370	3,799	11,745	24,207	7,303
6011-8770-76300 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	77	0	92	0	0	0
6011-8780-76300 Purch Serv-Outside Organizatio	29	51	37	0	26	84	39	48	52	48	48	47	63
6011 8527 76300 Purch Serv-Outside Organizatio	8,737	8,737	8,737	8,737	8,737	(34,948)	0	0	0	0	0	0	0
Total: 76300 Purch Serv-Outside Organizatio	529 445	432,999	678,135	633,401	495,152	442,538	407,245	813,185	497,603	433,953	620,805	288,006	520,622
76301 Purch Serv MedSch1 CntrAccr													
6011 7620-76301 Purch Serv - MedSch1 CntrAccr	0	0	0	0	960	0	960	0	0	0	0	0	960
Total: 76301 Purch Serv MedSch1 CntrAccr	0	0	0	0	960	0	960	0	0	0	0	0	960
76900 CHPT Pledge													
6011-8510-76300 Purch Serv CHPT Pledge	0	0	0	0	453,666	0	(28,618)	24,486	(302)	(302)	(302)	173,366	26,296
Total: 76300 CHPT Pledge	0	0	0	0	453,666	0	(28,618)	24,486	(302)	(302)	(302)	173,366	26,296
76910 Printing & Forms													
6011-8170-76910 Printing & Forms	0	0	0	0	0	0	0	0	0	0	0	0	191
6011-8510-76910 Printing & Forms	0	0	0	0	0	0	0	0	0	0	0	0	386
6011-8530-76910 Printing & Forms	865	0	873	0	0	0	0	0	0	0	0	0	1,440
6011-8535-76910 Printing & Forms	0	0	0	0	0	0	0	0	0	0	0	270	0
Total: 76910 Printing & Forms	865	0	873	0	0	0	0	0	0	0	0	270	2,017
76911 Software Support & Maintenance													
6011-7080-76911 Software Support & Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	4,000
6011 7470-76911 Software Support & Maintenance	1,750	1 750	1,750	1 750	1,750	1,750	0	0	0	0	0	0	0
6011 7600-76911 Software Support & Maintenance	1,129	1,129	1,129	1 129	1,129	1 129	7,973	2,238	2,238	2,238	2,238	2,238	2,238
6011-7670-76911 Software Support & Maintenance	3,942	3,942	3,942	3,942	3,942	3,942	3,942	3,942	3,942	(11 527)	0	0	0
6011 7640-76911 Software Support & Maintenance	53,972	0	9,365	9,365	9,365	9,365	9,365	(18,732)	0	0	0	0	0
6011 7650-76911 Software Support & Maintenance	0	0	0	0	0	0	0	0	0	0	0	166	0
6011 7710-76911 Software Support & Maintenance	952	62	647	1,752	176	636	866	69	691	0	574	3,590	857
6011-8340-76911 Software Support & Maintenance	0	0	0	0	700	0	0	0	0	0	0	0	0
6011-8460-76911 Software Support & Maintenance	0	0	0	0	0	0	0	0	21,000	(15,750)	15,750	0	0
6011-8470-76911 Software Support & Maintenance	(5,142)	7,334	7,334	8,998	6,156	(4,356)	5,135	1,236	1,235	1,235	1,235	1,235	1,235
6011-8480-76911 Software Support & Maintenance	8,693	0	0	0	0	0	0	0	0	0	0	0	0
6011-8535-76911 Software Support & Maintenance	(8,000)	1,708	0	8,000	0	0	0	0	0	0	0	(7,708)	0
Total: 76911 Software Support & Maintenance	52,606	25,292	24,169	32,968	23,219	12,466	24,982	(11,247)	29,057	(24,104)	20,086	(479)	8,331
76912 Direct Mail Expense													
6011-8510-76912 Direct Mail Expense	0	0	0	0	0	0	0	0	2,659	0	0	0	0
Total: 76912 Direct Mail Expense	0	0	0	0	0	0	0	0	2,659	0	0	0	0
Total - PYS - Other	**722,939**	**603,394**	**868,449**	**840,976**	**1,082,652**	**617,591**	**569,239**	**939,585**	**734,157**	**583,148**	**911,741**	**621,389**	**768,783**
Rental & Leases													
77500 Rental/Lease Costs-Buildings													
6011 7650-77600 Rental/Lease Costs-Buildings	0	0	0	0	(160)	0	0	0	0	0	0	0	0
6011-8460-77600 Rental/Lease Costs-Buildings	0	11,674	11,674	11,674	11,674	(357)	24,476	12,419	0	0	0	0	0
6011-8794-77600 Rental/Lease Costs-Buildings	11,674	0	0	0	0	0	0	0	0	0	0	0	0
6011 9525-77600 Rental/Lease Costs-Buildings	5,982	5,982	5,982	5,982	5,982	5,525	7,256	6,800	6,800	6,982	6,982	6,982	6,982
6011-9527 77600 Rental/Lease Costs-Buildings	99,816	99,816	99,816	99,816	99,816	143,521	105,941	105,941	105,941	106,563	106,563	106,563	106,563
11-9525-77600 Rental/Lease Costs-Buildings	68,435	22,812	22,812	22,812	22,812	22,812	22,812	22,812	22,812	23 413	23,012	23,012	23,012
Total: 77500 Rental/Lease Costs-Buildings	185 907	141,284	141,284	141,284	141 125	172,459	160,485	147,972	135,553	136 948	136,547	136,547	136,547
77600 Lease Costs-Equip													
11-8510-77600 Rental/Lease Costs-Equip	0	0	0	0	0	2,235	193	0	0	0	0	0	0
6011-8172 77600 Rental/Lease Costs-Equip	1,095	(1,095)	0	0	0	1,841	1,720	1,781	3,244	0	2,068	3,044	5,010
6011-8178-77600 Rental/Lease Costs-Equip	1 022	(1,022)	1,231	0	2,227	1,235	1,095	1,142	1,443	3,576	1,619	1,568	128
6011-8178-77600 Rental/Lease Costs-Equip	1 022	(1,022)	1,231	0	2,227	1,235	1,095	1,142	1,077	3,576	(3,576)	0	1,191

Verity Healt Systems
Seton Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
6011-6550-77600 Rental/Lease Costs-Equip	435	(870)	0	0	0	8,726	0	(2,853)	0	0	0	0	0
6011 7010-77600 Rental/Lease Costs-Equip	14,823	3,714	7,690	4,168	8,337	3,082	34,657	(34,929)	4,168	5 097	5,191	8,680	0
6011-7030-77600 Rental/Lease Costs-Equip	698	698	698	698	0	0	0	0	0	0	0	0	0
6011 7420-77600 Rental/Lease Costs-Equip	79,973	33,235	33,110	30,972	58,980	6,734	25,064	47,743	28,556	33,078	28,254	22,639	28,009
6011 7427 77600 Rental/Lease Costs-Equip	0	0	2,855	2,828	2,228	3,088	2,857	0	6,882	3,341	3,481	3,469	6,227
6011-7430-77600 Rental/Lease Costs-Equip	4,600	8,000	5,115	5,445	9,655	4,600	4,600	0	4,000	4,600	9,000	13,600	(18,000)
6011 7470-77600 Rental/Lease Costs-Equip	27,501	24,076	(12,381)	(8,097)	24,091	20,594	22,695	9,916	23,308	28,639	25,071	19,813	18,997
6011 7500-77600 Rental/Lease Costs-Equip	5,324	9,914	10,440	13,455	19,913	7,607	2,307	2,221	9,914	15,822	7,202	6,002	6,002
6011 7570-77600 Rental/Lease Costs-Equip	4,586	0	10,093	5,434	5,434	4,586	4,586	4,586	4,586	4,586	4,586	4,586	4,586
6011 7631-77600 Rental/Lease Costs-Equip	0	0	1,845	605	1,731	2,792	1,941	1,882	6	1,247	244	2,922	605
6011 7640-77600 Rental/Lease Costs-Equip	3,083	0	1,842	1,842	1,842	1,842	7,708	(5,250)	0	228	0	0	0
6011 7650-77600 Rental/Lease Costs-Equip	2,978	2,972	2,972	0	3,115	9 058	(5,059)	0	0	0	0	0	0
6011 7680-77600 Rental/Lease Costs-Equip	0	0	207	293	(283)	0	0	0	0	0	0	0	0
6011-7710-77600 Rental/Lease Costs-Equip	43,140	38,574	38,574	38,574	42,742	34 405	39,086	43,337	39,753	41,764	39,098	39,768	39,086
6011-7720-77600 Rental/Lease Costs-Equip	3,745	1 761	9,068	(7,622)	1,281	2,211	855	715	7,594	4,601	6,310	931	5,432
6011-7740-77600 Rental/Lease Costs-Equip	207	4,500	4,707	5,160	4,643	(13,312)	0	0	0	0	0	0	871
6011-7760-77600 Rental/Lease Costs-Equip	0	0	815	666	1,731	0	1 146	0	2,672	0	1,368	1,837	3,281
6011-8310-77600 Rental/Lease Costs-Equip	0	8,591	0	0	2,864	0	0	3,145	0	0	0	3,302	0
6011-8340-77600 Rental/Lease Costs-Equip	0	0	0	0	0	0	0	0	0	0	0	0	611
6011-8400-77600 Rental/Lease Costs-Equip	23,862	8,328	8,328	8,328	22,320	20,065	123	19,253	19 435	8,568	3,007	8,357	18,781
6011-8455-77600 Rental/Lease Costs-Equip	2,122	0	0	0	0	0	0	1 923	0	0	0	0	0
6011-8460-77600 Rental/Lease Costs-Equip	19,594	0	0	0	0	0	0	0	0	0	0	0	33,128
6011-8510-77600 Rental/Lease Costs-Equip	0	0	0	0	0	0	0	0	0	0	0	0	67,452
6011-8810-77600 Rental/Lease Costs-Equip	0	0	0	0	0	26,807	13 403	13,403	13,403	13,403	13,403	13 403	13 403
Total: 77600 Rental/Lease Costs-Equip	236 669	134,251	125,438	108,425	213,636	151,799	135,956	112,219	169,789	169,302	159 411	147,957	253,279
Total - Rental & Leases	**423,506**	**276,636**	**268,722**	**249,709**	**384,761**	**324,254**	**299,442**	**269,191**	**306,323**	**308,250**	**297,958**	**286,474**	**391,929**
Other Expenses:													
76200 Licenses & Taxes:													
6011 7080-76200 Licenses & Taxes	0	0	0	575	0	0	0	0	0	0	0	0	0
6011-7420-76200 Licenses & Taxes	0	0	0	0	0	575	0	0	0	0	0	0	0
6011 7630-76200 Licenses & Taxes	0	0	0	0	0	0	0	0	0	0	0	17,888	2,000
6011-7636-76200 Licenses & Taxes	0	0	0	0	0	3,200	0	0	0	0	4,800	0	0
6011-7650-76200 Licenses & Taxes	0	0	0	0	0	0	345	0	0	0	18 143	0	0
6011 7710-76200 Licenses & Taxes	0	0	0	0	0	1,996	0	200	0	0	0	0	35
6011 7730-76200 Licenses & Taxes	0	0	0	2,995	0	(2,995)	0	8,057	0	0	0	0	0
6011-8340-76200 Licenses & Taxes	0	0	0	0	0	0	785	0	0	665	0	101	0
6011-8440-76200 Licenses & Taxes	0	0	10,619	2,624	(938)	0	0	280	0	0	0	0	0
6011-8460-76200 Licenses & Taxes	0	0	0	0	0	707	3,537	0	0	0	0	0	0
6011-8491 76200 Licenses & Taxes	0	(598)	0	705	5	402	0	1,048	781	452	778	0	229
6011-8510-76200 Licenses & Taxes	0	0	0	0	0	0	0	0	0	0	0	85	0
6011-8810-76200 Licenses & Taxes	25 430	25 430	25,430	25,430	29 430	25 430	25,430	28,297	29,297	28,297	28,327	29,803	29,797
6011-8825-76200 Licenses & Taxes	1,956	1,956	1,956	1,013	1,013	1,013	7,359	0	0	0	0	0	0
6011-8962 76200 Licenses & Taxes	0	0	0	0	0	0	8,040	0	0	0	0	0	0
6011-8250-76200 Licenses & Taxes	1,345	1,345	1,345	3,435	97	1,345	1 345	427	1,285	1,325	1,325	1,325	1,328
Total: 76200 Licenses & Taxes	29,756	28,034	39,351	37,181	29,598	31,396	42,051	41,533	30,823	30,833	53,376	49,326	31,889
76310 Property Taxes:													
6011 7710-76310 Property Taxes	0	0	0	0	0	0	2,852	0	0	0	0	0	0
6011-8810-76310 Property Taxes	12,115	13,297	13,297	13,297	15,903	11,548	11,548	12,714	12,714	12,714	12,714	12,714	12,714
Total: 76310 Property Taxes	12,115	13,297	13,297	13,297	15,903	11,548	14,317	12,714	12,714	12,714	12,714	12,714	12,714
76400 Other Costs:													
6011 7620-76400 Other Costs	0	0	0	0	0	0	0	0	0	0	1,000	0	0
6011-8810-76400 Other Costs	14,747	15,028	(21,206)	22,699	14,844	8,925	19,225	8,281	9,136	11,248	13,288	13,677	10,888
Total: 76400 Other Costs	14,747	15,028	(21,206)	22,699	14,844	8,925	19,225	8,281	9,136	11,248	14,288	13,677	10,888
76500 Telephone/Telegraph:													
11-6210-76500 Telephone/Telegraph	100	0	265	5	0	221	254	154	144	43	185	153	224
171 76500 Telephone/Telegraph	59	0	666	459	0	1 177	479	270	602	479	605	118	178
172 76500 Telephone/Telegraph	77	0	217	336	0	472	83	358	405	293	850	139	218
176-76500 Telephone/Telegraph	58	0	196	101	0	635	216	157	205	214	372	270	497
-8179-76500 Telephone/Telegraph	255	0	494	133	0	1,041	272	557	93	177	353	844	727
6011-6341 76500 Telephone/Telegraph	0	0	0	0	0	0	0	0	0	0	7	0	0
6011-6360-76500 Telephone/Telegraph	0	0	8	0	0	456	114	219	245	0	0	0	0
6011-7010-76500 Telephone/Telegraph	434	272	1,757	1,557	273	2,329	1,325	720	858	1,143	1,515	1,089	1 643
6011 7420-76500 Telephone/Telegraph	0	0	3	0	0	0	0	0	0	0	0	0	0
6011 7421 76500 Telephone/Telegraph	0	0	138	170	0	377	291	176	151	281	80	80	153
6011 7427 76500 Telephone/Telegraph	0	0	0	170	0	157	91	14	85	144	228	201	134
6011-7430-76500 Telephone/Telegraph	0	0	13	0	0	0	0	0	0	0	0	0	0
6011-7530-76500 Telephone/Telegraph	41	0	213	193	0	296	70	60	167	196	113	138	197
6011-7650-76500 Telephone/Telegraph	7	0	0	0	0	0	0	0	0	0	0	0	0
6011-8440-76500 Telephone/Telegraph	251	251	251	251	0	979	291	235	0	500	257	259	0
6011-8470-76500 Telephone/Telegraph	38,130	21,712	(6,830)	599	4,857	4,818	229	3,040	5,639	12,866	1 493	5,197	1,821
6011-8580-76500 Telephone/Telegraph	74	0	8	0	0	0	0	0	0	0	0	0	0
6011-8561-76500 Telephone/Telegraph	0	0	36	151	0	307	115	196	145	232	198	225	142
6011-8720-76500 Telephone/Telegraph	0	0	0	0	0	0	0	0	0	810	0	0	0
6011-8751 76500 Telephone/Telegraph	8	413	0	788	0	0	0	0	0	0	0	0	0
6011-8760-76500 Telephone/Telegraph	15	0	0	0	0	0	0	0	0	0	0	0	0
Total: 76500 Telephone/Telegraph	39,500	22,649	(2,682)	4,949	5,130	12,779	3,804	5,806	8,873	17,626	8,468	11,420	5,945
76550 Dues & Subscriptions:													
6011-6550-76500 Dues & Subscriptions	0	0	5,621	0	0	0	0	0	0	0	0	0	0
6011 7400-76500 Dues & Subscriptions	0	0	0	0	0	(1 700)	1 700	0	0	0	0	0	0
6011 7420-76500 Dues & Subscriptions	0	0	0	0	0	0	0	0	0	160	0	0	0
6011 7430-76500 Dues & Subscriptions	0	0	0	13,200	0	3,000	(1 700)	0	0	0	0	0	0
6011-7471 76500 Professional Subscriptions & Dues	0	0	0	0	0	0	0	0	0	0	0	3,600	0
6011-7500-76500 Dues & Subscriptions	0	0	0	2,610	0	695	5,592	2,698	0	0	0	0	0
6011 7550-76500 Dues & Subscriptions	0	150	0	150	0	75	75	0	0	0	150	0	0
6011-7630-76500 Dues & Subscriptions	0	2,000	55	0	0	0	0	0	0	0	0	0	0
6011 7710-76500 Dues & Subscriptions	218	30	70	0	0	0	0	352	0	0	114	0	3,588
6011-7971 76500 Dues & Subscriptions	0	0	0	0	75	0	75	0	0	0	0	0	0
6011-8340-76500 Dues & Subscriptions	0	0	0	0	0	0	0	0	0	0	0	0	573
6011-8510-76500 Dues & Subscriptions	0	0	0	255	0	0	0	0	0	0	385	0	0
6011-8810-76500 Dues & Subscriptions	9,645	7,228	7,218	7,461	7,218	5,134	5,134	15,884	5,973	11,535	5,197	5,009	7,729
6011-8531-76500 Dues & Subscriptions	0	0	0	0	0	0	0	0	0	500	0	0	0
6011-8550-76500 Dues & Subscriptions	0	0	0	400	0	0	0	0	200	0	0	0	0
6011-8560-76500 Dues & Subscriptions	0	0	0	0	0	0	0	0	0	80	0	0	0
6011-8710-76500 Dues & Subscriptions	0	0	0	0	0	0	0	0	0	0	5,380	0	0
6011-8720-76500 Dues & Subscriptions	0	0	0	0	15,000	0	1,200	0	0	0	0	0	3,109
6011-8740-76500 Dues & Subscriptions	426	0	0	0	0	0	0	0	0	0	5,106	0	0
6011-8762 76500 Dues & Subscriptions	0	0	8,326	0	0	0	4,100	47,606	413	413	413	413	0
Total: 76500 Dues & Subscriptions	10,187	9,417	13,290	24,076	21,293	7,904	16,166	66,539	6,379	13 187	16,755	8,022	15,399
76700 Outside Training Sessions:													
6011-6010-76700 Outside Training Sessions	750	0	0	200	0	0	0	1,350	0	250	0	0	80
6011-6171 76700 Outside Training Sessions	379	0	382	439	0	24	0	2,589	85	0	0	80	0
6011-6172 76700 Outside Training Sessions	0	0	0	0	0	0	0	810	0	0	0	0	0
6011-6178 76700 Outside Training Sessions	60	0	1,400	3,517	0	0	0	1,640	0	80	0	0	235
6011-6179-76700 Outside Training Sessions	65	0	300	1,000	0	0	0	657	0	0	0	0	0
6011-6560-76700 Outside Training Sessions	0	150	225	75	0	0	0	601	75	0	0	0	179
6011-6580-76700 Outside Training Sessions	180	0	0	0	0	0	0	0	0	0	0	0	0
6011-7010-76700 Outside Training Sessions	698	250	811	360	0	0	775	3,812	0	0	0	358	437
6011 7080-76700 Outside Training Sessions	0	0	0	0	0	0	0	0	0	0	0	0	1,000
6011 7420-76700 Outside Training Sessions	75	75	80	0	0	0	0	200	0	0	0	0	0
6011 7427 76700 Outside Training Sessions	0	837	150	535	0	0	0	480	0	0	0	0	0
6011 7430-76700 Outside Training Sessions	0	0	80	0	0	0	0	450	425	225	0	0	0
6011 7500-76700 Outside Training Sessions	0	0	135	0	0	0	0	0	0	0	0	0	500
6011-7550-76700 Outside Training Sessions	0	150	0	80	0	0	0	0	0	0	0	0	0
6011-7591-76700 Outside Training Sessions	0	228	0	0	0	0	0	0	0	0	0	0	0
6011-7630-76700 Outside Training Sessions	0	80	0	0	0	0	0	150	0	0	0	0	0
6011 7634-76700 Outside Training Sessions	200	0	0	0	0	0	0	0	0	0	0	0	0
6011 7650-76700 Outside Training Sessions	0	0	0	0	0	0	0	267	0	0	0	0	0
6011 7710-76700 Outside Training Sessions	0	0	0	0	84	0	0	0	0	760	20	0	0
6011 7720-76700 Outside Training Sessions	1,044	1,300	1,200	2,470	3,810	9 975	2,070	1,372	445	710	40	625	410
6011 7730-76700 Outside Training Sessions	0	0	0	0	0	0	0	0	92	0	0	0	0
6011 7760-76700 Outside Training Sessions	0	0	0	0	0	0	0	0	0	200	0	200	200
11 7770-76700 Outside Training Sessions	598	0	0	0	0	0	360	76	200	480	220	0	219
0-76700 Outside Training Sessions	0	0	0	61	0	0	0	76	0	200	0	0	0
1 76700 Outside Training Sessions	0	0	0	765	0	0	0	0	0	75	75	0	0
1 76700 Outside Training Sessions	0	0	0	0	0	0	0	0	0	92	0	0	0
5-76700 Outside Training Sessions	110	0	0	0	0	0	0	0	0	225	0	0	100
11-8400-76700 Outside Training Sessions	0	110	0	0	0	0	0	0	0	0	0	0	0
6011-8455-76700 Outside Training Sessions	0	0	0	0	0	0	0	2,000	0	0	0	0	0
6011-8510-76700 Outside Training Sessions	0	0	310	0	100	239	0	0	238	0	0	0	0
6011-8550-76700 Outside Training Sessions	650	(439)	0	0	0	0	0	0	0	0	0	0	0

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
6011-8720-75700 Outside Training Sessions	29,602	29,602	29,602	29,602	34,427	34,622	30,622	34,427	41,777	29,602	29,602	29,602	29,602
6011-8730-75700 Outside Training Sessions	0	60	0	0	0	0	0	0	0	0	0	0	0
6011-8740-75700 Outside Training Sessions	0	0	0	0	0	0	0	0	0	0	0	0	600
6011-8751 75700 Outside Training Sessions	0	0	0	0	0	0	0	70	0	0	0	0	0
6011-8762 75700 Outside Training Sessions	0	455	0	0	254	0	0	0	0	0	0	0	0
Total: 75700 Outside Training Sessions	29,670	32,166	29,784	29,374	29,676	40,980	34,057	50,776	43,269	32,189	29,157	30,266	32,752
75750 Meetings & Conventions:													
6011 7072 75750 Meetings & Conventions	0	0	0	0	0	0	0	0	615	0	0	0	0
6011 7420-75750 Meetings & Conventions	0	0	0	0	0	0	0	0	950	1 150	0	0	0
6011 7630-75750 Meetings & Conventions	0	0	0	0	0	0	0	0	0	0	0	775	0
6011-7720-75750 Meetings & Conventions	0	0	0	0	0	0	0	0	0	0	0	160	0
6011-8510-75750 Meetings & Conventions	0	0	0	114	0	0	0	0	0	25	0	0	0
6011-8752 75750 Meetings & Conventions	0	345	0	0	0	0	0	0	0	0	0	0	0
6011-8763-75750 Meetings & Conventions	0	0	0	0	0	0	0	0	0	0	0	0	630
Total: 75750 Meetings & Conventions	0	345	0	114	0	0	0	0	1,565	1,175	0	935	630
75750 Outside Training Success Meals:													
6011 7420-75750 Outside Training Success Meals	0	0	0	0	0	0	0	0	0	0	314	0	0
Total: 75750 Outside Training Success Meals	0	0	0	0	0	0	0	0	0	0	314	0	0
76000 Travel:													
6011-7010-76000 Travel	0	0	1,329	0	0	0	0	0	0	0	0	0	0
6011 7710-76000 Travel	0	0	0	0	0	0	0	713	0	0	0	0	0
6011-8510-76000 Travel	2,068	0	1,434	4,005	6,166	273	864	8,840	10,130	(17,230)	4,191	13,702	(13,911)
Total: 76000 Travel	2,068	0	2,763	4,005	6,166	273	864	9,553	10,130	(17,230)	4,191	13,702	(13,911)
76002 Airfare & Rail:													
6011-7420-76002 Airfare	0	0	0	0	0	0	0	0	638	716	343	0	0
6011 7600-76002 Airfare	0	0	0	0	0	0	0	0	0	120	0	0	0
6011-7710-76002 Airfare	0	0	0	0	0	0	0	0	228	0	0	0	0
6011-8405-76002 Airfare	0	602	0	0	0	0	0	0	0	259	0	634	0
6011-8510-76002 Airfare	0	0	0	0	301	0	0	0	0	0	0	145	0
6011-8550-76002 Airfare	0	0	0	0	0	0	0	0	0	0	366	0	0
6011-8610-76002 Airfare	0	2,176	0	0	197	400	593	0	0	233	348	926	217
6011-8631 76002 Airfare	0	0	0	0	0	0	0	0	0	0	0	0	126
6011-8650-76002 Airfare	0	0	0	0	0	0	411	0	0	0	0	0	0
6011-8720-76002 Airfare	0	0	0	0	0	0	0	0	0	0	184	0	0
6011-8762 76002 Airfare	0	0	0	0	147	0	0	0	0	0	0	350	0
6011-8763-76002 Airfare	0	0	0	0	0	0	0	0	0	0	0	0	348
Total: 76002 Airfare & Rail	0	2,778	0	0	645	400	1,004	0	1,065	1,361	1,240	2,054	689
76003 Car Rental:													
6011-8405-76003 Car Rental	0	134	0	0	0	0	0	0	0	0	192	318	0
6011-8650-76003 Car Rental	0	0	0	0	0	0	0	0	0	0	541	0	0
Total: 76003 Car Rental	0	134	0	0	0	0	0	0	0	0	731	318	0
76004 Gasoline:													
6011-8405-76004 Gasoline	0	0	0	0	0	0	0	0	0	0	13	0	0
6011-8560-76004 Gasoline	0	0	0	0	0	0	0	0	0	0	25	0	0
Total: 76004 Gasoline	0	0	0	0	0	0	0	0	0	0	38	0	0
76005 Mileage:													
6011 7010-76005 Mileage	0	0	0	0	0	0	0	0	0	0	0	84	0
6011 7600-76005 Mileage	0	0	0	0	85	0	0	0	0	0	0	48	0
6011 7630-76005 Mileage	0	0	0	0	0	0	0	0	0	0	0	0	82
6011 7710-76005 Mileage	202	592	0	744	246	756	354	332	618	353	589	383	412
11 7720-76005 Mileage	0	39	0	0	0	0	0	0	0	0	0	0	0
7770-76005 Mileage	0	29	0	0	0	0	0	0	0	0	0	0	99
80-76005 Mileage	0	67	0	0	0	22	0	7	0	0	23	0	0
10-76005 Mileage	35	0	0	60	0	0	0	0	0	29	92	22	76
1-8720-76005 Mileage	0	0	0	0	0	0	0	0	207	0	0	0	0
6011-8762 76005 Mileage	24	0	0	0	0	0	0	0	0	0	0	0	0
Total: 76005 Mileage	261	748	0	804	341	768	354	340	825	383	704	537	639
76005 Parking & Tolls:													
6011-8510-76005 Parking & Tolls	0	0	0	9	25	0	0	0	0	0	0	0	0
6011-8610-76005 Parking & Tolls	0	0	0	9	0	32	69	2	0	0	0	0	0
6011-8720-76005 Parking & Tolls	0	0	0	0	0	0	0	0	0	0	38	0	0
6011-8752 76005 Parking & Tolls	0	30	0	0	0	0	0	0	0	0	0	0	0
Total: 76005 Parking & Tolls	0	30	0	9	25	32	69	2	0	0	38	0	0
76006 Lodging & Hotels:													
6011 7010-76006 Lodging & Hotels	0	0	0	0	0	0	0	0	0	0	0	703	0
6011 7420-76006 Lodging & Hotels	0	0	0	0	0	0	0	0	0	0	2,002	0	0
6011-8405-76006 Lodging & Hotels	0	583	0	0	0	0	0	0	0	359	0	620	0
6011-8560-76006 Lodging & Hotels	0	0	0	0	0	0	0	0	0	0	1,239	0	0
6011-8631-76006 Lodging & Hotels	0	0	0	0	0	0	0	0	0	0	0	0	206
6011-8752 76006 Lodging & Hotels	0	0	0	0	353	0	0	0	0	0	0	154	0
Total: 76006 Lodging & Hotels	0	583	0	0	353	0	0	0	0	359	3,241	1,477	206
76810 Business Meals:													
6011 7600-76810 Business Meals Attendees	0	0	0	0	111	0	0	0	0	0	0	0	0
6011 7710-76810 Business Meals Attendees	0	0	0	0	0	0	0	0	17	0	0	0	0
6011-8405-76810 Business Meals Attendees	0	156	0	0	0	0	0	0	0	114	47	55	0
6011-8550-76810 Business Meals Attendees	0	0	0	0	0	0	0	0	0	0	248	0	0
6011-8610-76810 Business Meals Attendees	0	314	0	0	0	53	13	0	0	0	0	0	137
6011-8631-76810 Business Meals Attendees	0	0	0	0	0	0	0	0	0	0	0	0	69
6011-8650-76810 Business Meals - Attendees	0	0	0	36	0	0	0	0	0	0	0	0	0
6011-8762 76810 Business Meals - Attendees	0	0	0	0	0	0	0	0	0	0	0	23	0
Total: 76810 Business Meals	0	500	0	36	111	53	13	0	17	114	295	78	217
76811 Catering & Business Meals:													
6011-8510-76811 Catering and Business Meals	0	0	0	0	0	0	0	0	0	0	0	76	0
Total: 76811 Catering & Business Meals	0	0	0	0	0	0	0	0	0	0	0	76	0
76813 Individual Meals:													
6011 7420-76813 Individual Meals	0	0	0	0	0	0	0	0	0	0	61	0	0
6011 7710-76813 Individual Meals	0	0	0	0	0	0	0	0	22	0	0	0	0
6011-8405-76813 Individual Meals	0	32	0	0	0	0	0	0	0	202	0	0	0
6011-8510-76813 Individual Meals	0	0	0	0	43	0	0	0	0	0	0	44	0
6011-8610-76813 Individual Meals	0	90	0	0	53	54	53	0	0	0	0	0	0
6011-8650-76813 Individual Meals	0	0	0	0	0	0	53	0	0	0	0	0	0
6011-8752 76813 Individual Meals	0	0	0	0	94	0	0	0	0	0	0	19	0
Total: 76813 Individual Meals	0	122	0	0	191	54	106	0	22	202	61	63	0
76814 Entertainment Staff:													
6011-8550-76814 Entertainment Staff	0	0	0	0	0	0	0	133	0	0	0	0	0
6011-8751 76814 Entertainment Staff	0	0	0	0	353	0	0	0	0	0	0	0	0
Total: 76814 Entertainment Staff	0	0	0	0	353	0	0	133	0	0	0	0	0
76816 Internet/Online Fees:													
6011 7630-76816 Internet/Online Fees	0	0	0	200	0	0	0	0	0	0	0	0	0
6011-8405-76816 Internet/Online Fees	0	6	0	0	0	0	0	0	0	23	0	0	0
Total: 76816 Internet/Online Fees	0	6	0	206	0	0	0	0	0	23	0	0	0
76817 Agency Booking Fees:													
6011-8405-76817 Agency Booking Fees	0	6	0	0	0	0	0	0	0	0	0	0	0
Total: 76817 Agency Booking Fees	0	6	0	0	0	0	0	0	0	0	0	0	0
Recruiting:													
10-76900 Recruiting	0	0	0	0	0	0	31,500	0	0	0	0	0	0
10-76900 Recruiting	35,949	12,100	22,131	20,031	26,992	8,020	0	0	0	525	0	0	525
6-76900 Recruiting	0	0	0	0	0	0	0	0	0	0	225	0	0
11-8550-76900 Recruiting	0	0	0	0	0	0	0	0	0	0	6,779	0	5,151
6011-8751 76900 Recruiting	0	0	0	0	0	0	0	0	0	47,762	0	0	0
Total: 76900 Recruiting	35,949	12,100	22,131	20,031	26,992	8,020	31,500	0	0	48,287	6,004	0	5,676

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79000 Other Expenses:													
6011 7010-79000 Other Expenses	0	0	0	0	0	0	437	373	0	0	0	141	411
6011 7420-79000 Other Expenses	0	0	0	0	35	150	0	0	522	0	0	0	0
6011 7430-79000 Other Expenses	0	0	0	0	166	0	0	0	0	0	0	0	0
6011 7630-79000 Other Expenses	0	0	0	0	0	0	0	200	0	0	0	212	0
6011 7710-79000 Other Expenses	0	0	0	0	0	52	0	0	0	0	0	0	0
6011 7770-79000 Other Expenses	0	0	0	0	0	0	0	128	0	0	0	0	75
6011-8120-79000 Miscellaneous Expenses	0	0	0	0	0	0	0	0	0	0	742	0	0
6011-8340-79000 Other Expenses	662	809	130	635	577	0	195	0	0	0	0	403	11,338
6011-8450-79000 Other Expenses	0	0	0	192	0	0	0	0	0	0	0	0	0
6011-8550-79000 Other Expenses	0	0	0	0	218	0	0	0	0	251	0	0	0
6011-8610-79000 Other Expenses	(74 037)	2,827	3,613	8,650	302,620	733	28,802	46,430	32	210,590	1,963	54,970	13,374
6011-8620-79000 Other Expenses	0	0	461	0	0	0	0	0	0	0	0	0	0
6011-8670-79000 Other Expenses	0	0	791	0	0	0	0	0	0	0	0	0	0
6011-8700-79000 Other Expenses	0	0	0	0	0	585	0	0	0	0	0	(585)	0
6011-8712 79000 Other Expenses	37,814	10,961	10,968	10,971	10,975	(43,874)	0	0	0	0	0	0	0
6011-8752 79000 Other Expenses	0	0	0	0	0	0	0	0	0	0	0	30	0
6011 9553-79000 Other Expenses	0	100	(100)	0	0	0	0	0	0	0	0	0	0
Total: 79000 Other Expenses	(35,762)	14,696	15,821	20,449	314,781	(42,324)	27,624	47,230	553	210,812	2,703	55,171	25,198
79002 Other Advertising:													
6011-8610-79002 Other Advertising	12,265	0	1,000	0	0	0	0	0	0	0	0	0	0
6011-8630-79002 Other Advertising	16,059	0	0	0	0	0	0	0	0	0	0	0	689
Total: 79002 Other Advertising	28,324	0	1,000	0	0	0	0	0	0	0	0	0	689
79003 Gifts & Entertainment:													
6011-8171 79003 Gifts & Entertainment	0	0	1,200	0	0	0	0	0	0	0	0	0	0
6011-8610-79003 Gifts & Entertainment	0	5,648	0	0	4,303	0	0	0	0	6,233	0	0	0
6011-8720-79003 Gifts & Entertainment	0	0	0	0	0	0	0	0	0	0	0	0	2,381
Total: 79003 Gifts & Entertainment	0	5,648	1,200	0	4,303	0	0	0	0	6,233	0	0	2,381
79009 JCAHO:													
6011-8752 79009 JCAHO	0	0	0	1,663	1,663	1,663	1,663	1,663	1,663	1,663	1,663	1,663	2,075
Total: 79009 JCAHO	0	0	0	1,663	1,663	1,663	1,663	1,663	1,663	1,663	1,663	1,663	2,075
79010 Postage:													
6011-8310-79010 Postage	0	0	3,000	3,000	3,000	2,569	3,000	4,000	3,390	3,000	3,000	0	3,000
6011-8530-79010 Postage	0	0	77	0	0	0	0	0	0	0	0	(77)	0
Total: 79010 Postage	0	0	3,077	3,000	3,000	2,569	3,000	4,000	3,390	3,000	3,000	(77)	3,000
79050 Community Benefit Expenses:													
6011-8171-79050 Community Benefit Expenses	0	0	0	0	0	0	0	338	0	0	0	0	0
6011-8178-79050 Community Benefit Expenses	0	0	0	0	0	0	0	397	0	0	0	0	0
6011-8610-79050 Community Benefit Expenses	59	3,000	17,613	0	500	1,500	0	6,338	7,938	7 175	3,557	3,557	50,955
6011-8680-79050 Community Benefit Expenses	8,549	3,660	4,305	4,264	3,379	4,063	0	3,641	4,003	0	0	0	0
6011-8770-79050 Community Benefit Expenses	0	5,585	0	0	0	0	510	575	235	0	0	0	0
Total: 79050 Community Benefit Expenses	8,608	12,145	21,917	4,264	3,879	5,913	510	10,849	12,145	7,175	3,557	3,557	50,955
79060 Charity:													
6011-8610-79060 Charity	1,350	(450)	0	600	450	0	450	0	0	0	0	0	0
6011-8710-79060 Charity	4,700	0	0	0	0	0	0	0	0	0	0	0	0
Total: 79060 Charity	6,050	(450)	0	600	450	0	450	0	0	0	0	0	0
79073 Contribution Fees:													
6011-8890-79073 Contribution Fees	0	0	0	0	3,956,418	0	8,881,626	397,268	741,123	741 123	741,123	2,350,207	967,553
Total: 79073 Contribution Fees	0	0	0	0	3,956 418	0	8,881,626	397,268	741,123	741 123	741,123	2,350,207	967,553
Advertising:													
8341-79000 Advertising	0	0	0	0	0	0	0	0	0	0	0	0	278
1-8610-79000 Advertising	450	0	0	0	0	0	0	0	0	0	0	0	0
6011-8630-79000 Advertising	17,776	0	709	0	0	270	8,321	0	0	0	0	0	71
Total: 79000 Advertising	18,226	0	709	0	0	270	8,321	0	0	0	0	0	349
79400 Tfr To Othr CC-Other Expenses:													
6011-8340-79400 Tfr To Othr CC-Other Expenses	(104,041)	(106,543)	(106,317)	(97 115)	(105,570)	(97,264)	(123,652)	(99,134)	(89 693)	(107,332)	(96,068)	(113,172)	(96,362)
6011-8491 79400 Tfr To Othr CC-Other Expenses	(5,491)	(5,491)	(5,491)	(5,491)	(5,491)	(5,491)	(5,491)	(5,491)	(5 491)	(5,491)	(5,491)	(5,491)	(5,491)
Total: 79400 Tfr To Othr CC-Other Expenses	(110,332)	(112,040)	(111,808)	(102,607)	(111,061)	(102,755)	(129,043)	(101 626)	(95,179)	(112,823)	(101,557)	(118,663)	(103,843)
79850 Cash AP Offset Account:													
6011 9995-79850 Cash AP Offset Account	(1 129,681)	0	0	0	0	0	0	0	0	0	0	0	(270,770)
Total: 79850 Cash AP Offset Account	(1,129,681)	0	0	0	0	0	0	0	0	0	0	0	(270,770)
79853 Cash PPE Purchase Temp Acct Accrual:													
6011 9995-79853 Cash PPE Purchase Temp Acct	1 129,681	0	0	0	0	0	0	0	0	0	0	0	270,770
Total: 79853 Cash PPE Purchase Temp Acct Accrual	1,129,681	0	0	0	0	0	0	0	0	0	0	0	270,770
79856 Cash Repayment Temp Acct:													
6011 9995-79856 Cash Repayment Temp Acct	71 434	76,020	76,020	76,020	76,020	76,020	76,020	76,020	76,020	76,020	76,020	76,020	76,020
Total: 79856 Cash Repayment Temp Acct	71 434	76,020	76,020	76,020	76,020	76,020	76,020	76,020	76,020	76,020	76,020	76,020	76,020
79858 Cash Contra Offset Acct:													
6011 9995-79858 Cash Contra Offset Acct	(71,434)	(76,020)	(76,020)	(76,020)	(76,020)	(76,020)	(76,020)	(76,020)	(76,020)	(76,020)	(76,020)	(76,020)	(76,020)
Total: 79858 Cash Contra Offset Acct	(71,434)	(76,020)	(76,020)	(76,020)	(76,020)	(76,020)	(76,020)	(76,020)	(76,020)	(76,020)	(76,020)	(76,020)	(76,020)
Total - Other Expenses	**92,248**	**57,942**	**37,644**	**93,842**	**4,032,063**	**(14,941)**	**8,856,871**	**545,989**	**791,432**	**1,009,437**	**890,131**	**2,436,502**	**1,083,099**
Total - P/S & Other Expenses	**4,020,963**	**4,614,284**	**3,896,479**	**3,799,029**	**8,784,868**	**4,479,583**	**12,842,806**	**5,146,838**	**5,071,806**	**5,311,479**	**5,821,396**	**7,123,198**	**5,503,400**
Bad Debt Expense:													
Insurance:													
78100 Insurance-Professional Liability:													
6011-8630-78100 Insurance-Professional Liabil	50,042	53,446	52,508	52,011	50,599	52,011	52,011	50,912	52,837	52,011	55,512	51,523	51,523
Total: 78100 Insurance-Professional Liability	50,042	53 446	52,508	52,011	50,599	52,011	52,011	50,912	52,837	52,011	55,512	51,523	51,523
78200 Insurance-Other:													
6011-8610-78200 Insurance-Other	0	0	0	0	0	0	0	0	0	0	550	0	0
6011-8630-78200 Insurance-Other	0	0	0	0	0	0	0	0	0	0	17,126	17,126	17 126
6011-8640-78200 Insurance-Other	33,585	50 101	48,291	48,291	48,581	48,646	48,646	48,539	46,426	48,646	31,042	25,061	25,961
Total: 78200 Insurance-Other	33,585	50,101	48,291	48,291	48,581	48,646	48,646	48,539	46,426	48,646	48,718	42,207	42,207
Total - Insurance	**81,627**	**103,548**	**100,797**	**100,302**	**103,180**	**100,657**	**100,657**	**105,451**	**99,124**	**100,657**	**114,231**	**103,831**	**103,831**
Utilities:													
77700 Utilities-Electricity:													
6011-8450-77700 Utilities Electricity	149 619	118,753	130,670	143,802	160,668	140,839	112,525	89,180	101,283	105,504	101,300	102,665	94,533
Total: 77700 Utilities-Electricity	149,619	118,753	130,670	143,802	160,668	140,839	112,525	89,180	101,283	105,504	101,300	102,665	94,533
77800 Utilities-Gas:													
6011-8450-77800 Utilities-Gas	35,517	31,056	33,140	23,203	29,211	25,094	39,116	38,668	40 119	39 495	35,775	44,354	15,845
Total: 77800 Utilities-Gas	35,517	31,056	33,140	23,203	29,211	25,094	39,116	38,668	40,119	39,495	35,775	44,354	15,845
77900 Utilities-Water:													
10-77900 Utilities-Water	15,017	14,300	21,491	16,133	25,997	18,700	20,391	19,700	13,162	17,200	24,513	15,100	(536)
Total: 77000 Utilities-Water	15,017	14,300	21,491	16,133	25,997	18,700	20,391	19,700	13,162	17,200	24,513	15,100	(536)
Utilities-Other:													
6011 7010-79000 Utilities-Other	0	0	0	0	0	0	0	0	0	0	2,712	0	0
6011 7070-79000 Utilities-Other	198	0	405	198	257	317	0	0	0	0	0	0	220

Verity Healt Systems
Seton Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Total 76000 Utilities-Other	198	0	405	198	207	217	0	0	0	0	2,712	0	200
Total - Utilities	**201,361**	**182,109**	**188,706**	**188,336**	**216,094**	**187,849**	**171,022**	**147,448**	**164,864**	**169,199**	**167,602**	**182,191**	**110,165**
Depreciation													
77100 Depr&Amort LA Improvements													
6011 7620-77100 Depr -Land Improvements	0	0	0	1,102	1,571	0	0	0	0	0	0	0	0
6011-8811 77100 Depr -Land Improvements	324	324	324	324	324	324	324	324	156	240	159	159	159
Total: 77100 Depr&Amort-LA Improvements	324	324	324	1,426	1,895	324	324	324	156	240	159	159	159
77200 Depr&Amort Buildings & Improvs													
6011-5752 77200 Depr&Amort-Buildings & Improvs	0	8,828	0	0	0	0	0	0	0	0	0	0	0
6011-8811 77200 Depr&Amort Buildings & Improvs	59,504	74,853	102,022	72,041	72,041	72,041	72,041	72,041	68,188	68,105	69,104	69,432	86,713
6011-8813-77200 Depr&Amort-Buildings & Improvs	65,583	65,819	66,254	66,023	66,023	66,019	65,995	65,995	45,605	65,189	69,144	69,175	65,488
Total: 77200 Depr&Amort-Buildings & Improvs	122,187	150,300	168,276	138,065	138,064	138,060	138,036	138,036	111,774	134,294	134,248	134,668	152,200
77400 Depr&Amort-Equip													
6011-5810-77400 Depr&Amort-Equip	329,218	348,533	348,735	349,573	351,363	344,975	359,831	359,831	184,852	253,877	256,212	261,656	290,439
Total: 77400 Depr&Amort-Equip	329,218	348,533	348,735	349,573	351,363	344,975	359,831	359,831	184,852	253,877	256,212	261,656	290,439
Total - Depreciation	**488,728**	**499,306**	**517,335**	**489,164**	**491,322**	**483,359**	**497,190**	**497,190**	**276,782**	**388,181**	**390,629**	**396,496**	**442,807**
Amortization:													
77000 Depr&Amort Intangible Assets													
6011-8891 77000 Depr & Amrtz Intangible Assets	0	0	0	0	0	48,448	11,672	13,655	14,761	14,761	18,989	18,989	14,162
Total: 77000 Depr&Amort-Intangible Assets	0	0	0	0	0	48,448	11,672	13,655	14,761	14,761	18,989	18,989	14,162
Total Amortization	**0**	**0**	**0**	**0**	**0**	**48,448**	**11,672**	**13,655**	**14,761**	**14,761**	**18,989**	**18,989**	**14,162**
Interest Expense:													
78410 Interest Expense Long Term Debt													
6011-8570-78410 Interest Expense Long & ShortTerm Debt	501,701	496,594	496,594	496,594	496,594	496,594	496,594	496,594	492,105	496,594	496,594	496,594	496,594
Total: 78410 Interest Expense Long Term Debt	501,701	496,594	496,594	496,594	496,594	496,594	496,594	496,594	492,105	496,594	496,594	496,594	496,594
78490 Interest Expense-Other													
6011-8530-78490 Interest Expense-Other	3,041	4,120	3,859	3,702	3,633	3,946	3,853	3,838	3,697	3,758	3,825	(39,934)	0
6011-8810-78490 Interest Expense-Other	0	0	0	0	0	0	0	0	0	0	0	41,471	3,770
6011-8570-78490 Interest Expense-Other	(49,987)	(53,434)	(56,983)	(52,852)	(57,992)	(56,583)	0	(115,492)	(91,905)	(20,060)	(57,460)	(53,768)	(53,183)
Total: 78490 Interest Expense-Other	(46,947)	(49,315)	(53,079)	(49,000)	(54,160)	(54,736)	3,853	(111,654)	(88,018)	(16,302)	(53,635)	(52,229)	(51,395)
Total - Interest Expense	**455,554**	**447,279**	**443,515**	**447,533**	**442,434**	**441,858**	**500,452**	**385,040**	**424,288**	**480,322**	**443,039**	**438,365**	**445,199**
Total Expenses	**18,455,268**	**21,328,408**	**20,528,502**	**19,901,760**	**25,261,040**	**20,760,200**	**23,975,329**	**24,027,404**	**19,952,562**	**21,798,269**	**21,879,151**	**24,326,897**	**23,556,532**
Operating Income	**100,682**	**(6,890,891)**	**(6,458,123)**	**(4,251,991)**	**12,426,706**	**(5,745,010)**	**(4,634,988)**	**(3,411,260)**	**(4,183,222)**	**(726,661)**	**(5,504,093)**	**3,544,850**	**(6,216,111)**
Investment Income:													
Net Income	**100,682**	**(6,890,891)**	**(6,458,123)**	**(4,251,991)**	**12,426,706**	**(5,745,010)**	**(4,634,988)**	**(3,411,260)**	**(4,183,222)**	**(726,661)**	**(5,504,093)**	**3,544,850**	**(6,216,111)**

Verity Health System
St Vincent Medical Center
Balance Sheet
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Assets													
Current Assets:													
Cash	$3,504,267	$1,455,208	$4,096,766	$3,272,771	$2,826,294	$6,951,593	$16,134,157	$8,874,337	$5,073,445	$53,578	$3,853,147	$3,030,414	$2,206,284
Accounts Receivable	404,432,302	405,686,824	401,826,183	421,064,398	444,983,038	452,196,151	467,788,056	501,470,569	507,896,584	515,131,724	534,802,710	520,123,071	504,980,542
Contractual Allowances	(344,376,177)	(344,616,358)	(340,052,505)	(358,477,628)	(378,329,148)	(387,072,587)	(401,629,769)	(431,525,386)	(438,339,356)	(445,629,331)	(462,589,494)	(450,340,296)	(440,341,597)
Allowance for Uncollectible Accounts	(14,194,296)	(14,440,949)	(17,873,348)	(19,440,154)	(21,533,384)	(22,837,012)	(23,544,872)	(24,498,920)	(25,848,462)	(28,238,858)	(28,600,433)	(27,960,576)	(29,004,379)
Net Accounts Receivable	45,861,826	46,627,320	43,902,331	43,146,616	46,120,526	42,186,552	42,611,317	45,476,350	43,608,736	42,262,735	43,312,780	41,821,897	35,634,566
Due from Governmental Agencies	5,537,005	5,873,727	5,346,887	5,411,593	5,505,552	5,580,118	5,662,417	5,317,534	3,431,822	3,498,688	3,558,802	3,648,976	3,709,092
Due from Related Corporations	17,511,259	18,182,028	8,765,986	7,955,886	7,417,647	7,049,133	7,427,544	7,916,570	8,242,497	8,767,418	9,081,049	9,482,147	7,953,337
Supplies Inventories, at cost	6,696,857	6,724,240	6,760,247	6,753,716	6,763,880	6,727,083	6,761,451	6,794,677	6,774,761	6,811,312	6,804,385	6,813,509	7,340,499
Other Current Assets	6,637,579	6,856,855	6,080,353	6,810,509	8,398,272	9,316,530	14,853,478	17,014,718	15,678,201	14,479,340	11,531,461	10,265,901	9,071,681
Total Current Assets	88,848,795	85,519,476	72,944,570	72,351,091	76,033,272	74,810,008	93,470,365	88,394,185	82,409,481	75,873,068	78,141,613	75,062,844	68,916,459
Assets Limited as to Use:													
Board-designated for -													
Donor-Restricted	3,038,963	3,038,963	3,038,963	3,038,963	3,092,500	3,092,500	3,113,496	3,113,496	3,113,496	3,113,496	3,113,496	3,113,496	3,066,525
Assets Limited as to Use	3,038,963	3,038,963	3,038,963	3,038,963	3,092,500	3,092,500	3,113,496	3,113,496	3,113,496	3,113,496	3,113,496	3,113,496	3,066,525
Net Operating Property, Plant & Equipment													
Land	6,387,040	6,387,040	6,387,040	6,387,040	6,387,040	6,387,040	6,387,040	6,387,040	6,387,040	6,387,040	6,387,040	6,387,040	6,387,040
Land Improvements	2,238,712	2,238,712	2,238,712	2,238,712	2,238,712	2,238,712	2,238,712	2,238,712	2,238,712	2,238,712	2,238,712	2,238,712	2,238,712
Buildings/Lhl	74,791,005	74,791,005	74,801,638	75,041,294	75,041,294	75,041,294	75,041,294	75,041,294	75,041,294	75,041,294	75,041,294	75,041,294	75,263,492
Buildings Service Equipment	61,843,965	61,843,965	61,896,772	61,905,665	61,905,665	61,905,665	61,919,176	61,919,176	61,919,176	62,196,118	62,196,118	62,205,116	62,219,675
Equipment	139,484,042	139,630,561	139,791,665	139,917,150	140,019,586	140,294,032	140,479,915	140,705,102	141,052,691	141,077,893	141,541,794	142,949,368	144,156,375
Construction in Progress	3,912,630	4,082,563	4,322,780	4,048,172	4,594,629	4,875,810	5,961,822	7,188,522	7,212,432	7,383,509	7,888,266	7,849,389	6,231,321
Total Fixed Assets	288,657,394	288,973,845	289,438,625	289,538,222	290,187,312	290,842,741	292,028,047	293,459,836	293,851,234	294,324,556	295,293,173	296,470,908	296,496,622
Less - Accumulated Depreciation	(243,571,778)	(244,059,498)	(244,525,821)	(244,992,179)	(245,458,641)	(245,625,735)	(246,391,901)	(246,833,980)	(247,283,477)	(247,736,578)	(245,199,157)	(248,709,984)	(249,372,105)
Net Operating PP&E	45,085,618	44,914,347	44,913,004	44,546,043	44,728,671	44,917,006	45,636,146	46,625,855	46,567,757	46,588,880	47,094,016	47,760,924	47,124,517
Other Assets:													
Notes Receivable LT	0	0	0	0	0	0	0	0	0	0	0	0	0
Other LT Assets	13,342	13,342	13,342	13,342	13,342	13,342	13,342	13,342	13,342	13,342	13,342	13,342	13,342
Total Other Assets	13,342	13,342	13,342	13,342	13,342	13,342	13,342	13,342	13,342	13,342	13,342	13,342	13,342
Total Assets	133,986,718	133,486,130	120,909,879	119,949,439	123,887,585	122,832,856	142,233,348	138,146,878	132,104,076	125,588,785	128,362,466	125,970,605	119,121,843
Liabilities and Fund Balances													
Current Liabilities:													
Current maturities of long-term debt	833,157	833,157	833,157	833,157	833,157	833,157	833,157	833,157	833,157	833,157	833,157	833,157	866,662
Accounts Payable	13,853,516	13,560,900	15,404,532	17,679,387	16,661,330	14,101,678	14,224,509	15,763,629	17,505,592	13,804,039	14,574,316	16,786,508	13,432,059
Due to governmental agencies	1,513,250	1,513,250	2,290,746	2,165,630	2,275,116	1,235,139	1,569,788	1,928,022	1,783,617	1,658,721	1,794,243	1,698,019	1,726,086
Due to related entities	216,879,561	220,922,133	211,198,105	216,635,625	220,754,334	228,841,043	244,872,797	240,105,717	238,783,265	243,260,426	251,372,845	253,975,344	291,718,324
Accrued Liabilities-													
Payroll	1,573,584	2,322,726	2,554,522	1,553,301	2,200,205	1,457,746	2,466,129	3,062,181	2,945,568	1,738,663	4,468,099	1,673,631	2,070,199
Vacation & Other Compensated Absences	5,388,668	5,262,574	5,331,604	5,245,114	5,404,534	5,390,342	5,599,869	5,738,093	5,800,634	5,908,073	6,099,761	6,260,987	6,220,094
Other	15,384,616	16,523,463	16,031,576	17,476,911	23,097,803	22,713,239	34,625,557	34,875,584	36,133,734	38,585,294	38,525,828	34,833,276	33,997,806
Total Current Liabilities	255,425,351	260,878,505	253,944,244	261,589,106	271,438,679	274,572,345	304,190,786	302,338,842	303,895,557	306,986,342	315,068,451	315,872,929	320,033,230
er Liabilities:													
'on Plan LT	71,180,000	71,323,417	71,466,833	69,246,500	69,389,917	69,533,333	66,131,500	66,274,917	66,420,875	63,609,792	63,753,209	63,896,625	56,449,000
Liabilities LT	2,340,873	2,340,873	2,340,873	2,340,873	2,340,873	2,340,873	2,340,873	2,340,873	2,340,873	2,340,873	2,340,873	2,340,873	2,473,615
l Other Liabilities	73,520,873	73,664,289	73,807,706	71,587,373	71,730,789	71,874,206	68,472,373	68,615,789	68,761,746	65,950,664	66,094,081	66,237,498	58,922,615
Long-Term Debt:													
Bonds Payable	54,182,044	54,122,615	54,053,185	53,983,755	53,914,325	53,844,896	53,775,466	53,706,036	53,636,606	53,567,177	53,497,747	53,428,317	53,325,382
Total Long-Term Debt	54,182,044	54,122,615	54,053,185	53,983,755	53,914,325	53,844,896	53,775,466	53,706,036	53,636,606	53,567,177	53,497,747	53,428,317	53,325,382
NET ASSETS:													
Unrestricted	(209,654,061)	(253,917,292)	(253,917,292)	(254,917,292)	(254,917,292)	(254,562,777)	(254,562,777)	(254,562,777)	(254,562,777)	(254,692,350)	(254,692,350)	(254,692,350)	(250,055,808)
YTD Net Income	(42,883,231)	(4,627,729)	(10,243,707)	(18,539,245)	(21,616,097)	(28,915,093)	(32,682,774)	(34,989,087)	(42,667,333)	(46,563,323)	(54,945,738)	(58,216,065)	(66,398,721)
Temporarily Restricted	522,941	522,941	522,941	522,941	522,941	522,941	522,941	522,941	522,941	522,941	522,941	522,941	522,941
Permanently Restricted	2,742,801	2,742,601	2,742,601	2,742,801	2,796,333	2,796,336	2,817,334	2,817,334	2,817,334	2,817,334	2,817,334	2,817,334	2,772,204
Total Net Assets	(249,151,549)	(255,279,278)	(260,895,256)	(267,210,794)	(273,214,109)	(277,458,590)	(284,205,276)	(286,511,589)	(294,189,835)	(299,915,398)	(306,297,813)	(309,568,140)	(313,159,384)
TOTAL LIABILITIES AND FUND BALANCE	133,986,716	133,486,130	120,909,879	119,949,439	123,887,585	122,832,856	142,233,348	138,146,878	132,104,076	125,588,785	128,362,466	125,970,605	119,121,843
Total Assets	133,986,716	133,486,130	120,909,879	119,949,439	123,887,585	122,832,856	142,233,348	138,146,878	132,104,076	125,588,785	128,362,466	125,970,605	119,121,843
Total Liabilities	383,136,267	388,765,408	381,805,135	387,160,233	397,081,694	400,291,446	426,438,625	424,658,468	426,293,911	425,504,193	434,660,280	435,538,745	432,281,227
Total Equity	(249,151,549)	(255,279,278)	(260,895,256)	(267,210,794)	(273,214,109)	(277,458,590)	(284,205,276)	(286,511,589)	(294,189,835)	(299,915,398)	(306,297,813)	(309,568,140)	(313,159,384)

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Verity Health System
St Vincent Medical Center
Balance Sheet
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Assets													
Current Assets:													
Cash:													
8510-1001-10008 Cash - BofA LockBox	$591,716	$666,466	$692,085	$721,576	$219,402	$1,591,911	$925,381	$655,508	$1,496,249	$2,782,829	$1,820,350	$2,020,251	$1,057,448
8510-1001-10018 Disbursement Checking - DOC	0	0	0	0	0	0	0	0	0	0	0	7,767	0
8510-1001-10028 Cash - Disbursement Checking - E	3,536,219	1,189,040	3,272,216	4,055,988	1,368,840	5,622,679	15,194,505	5,326,051	4,017,717	(447,093)	1,283,073	1,286,680	1,242,146
8510-1001-10031 Cash - BofA Creative Benifits	41,963	45,650	45,957	51,310	54,926	64,698	67,391	68,183	54,418	49,784	44,772	44,772	44,772
8510-1002-10020 Cash - Payroll Checking	49,431	70,704	51,314	(1,930,828)	1,042,425	10,186	42,843	44,967	49,454	(2,223,006)	1,067,088	52,051	57,714
8510-1003-10030 Cash - Cap Mgmt SRVS	(631,129)	(641,045)	55,291	142,951	(30,815)	(548,297)	(457,743)	(516,712)	(559,591)	(154,894)	(407,719)	(392,122)	(296,430)
8510-1003-10039 Cap Mgmt SRVS - CHMSO	(69,432)	118,894	74,404	228,375	176,016	205,301	355,644	288,195	311,488	38,488	38,857	(27,888)	95,137
8510-1004-10040 Imprest / Petty Cash Funds	5,500	5,500	5,500	5,500	5,500	6,135	6,135	6,135	6,700	6,700	6,700	6,700	5,500
Total Cash	3,504,267	1,455,208	4,096,766	3,272,771	2,826,294	6,951,593	16,134,157	6,874,337	5,073,445	53,576	3,853,147	3,039,414	2,206,284
Accounts Receivable:													
8510-1020-10200 Patient Accounts Receivable	405,174,785	407,954,405	403,663,615	422,234,878	446,390,897	454,533,305	468,624,462	502,692,020	509,351,297	517,351,190	538,193,102	529,522,897	505,610,953
8510-1020-10260 A/R-Home Health	(742,494)	(2,367,780)	(2,035,532)	(1,170,480)	(1,407,862)	(2,337,153)	(638,404)	(1,121,451)	(1,384,713)	(1,219,466)	(590,392)	(9,399,826)	(530,411)
Total Accounts Receivable	404,432,302	405,586,624	401,626,183	421,064,398	444,983,036	452,196,151	467,786,058	501,470,569	507,966,584	516,131,724	534,602,710	520,123,071	505,080,542
Contractual Allowances:													
8510-1042-10421 Allow CA - Medicare IP Acute	(90,984,199)	(89,724,108)	(87,484,576)	(91,648,671)	(95,761,664)	(94,469,168)	(100,645,683)	(106,674,939)	(102,289,300)	(98,397,322)	(101,035,565)	(98,787,660)	(94,542,093)
8510-1042-10425 Allow CA - Medicare Outpatient	(38,289,348)	(39,173,338)	(39,443,671)	(38,730,962)	(40,793,600)	(39,555,752)	(38,561,572)	(40,007,606)	(39,659,800)	(39,373,283)	(43,090,173)	(43,510,513)	(42,169,790)
8510-1042-10426 Allow CA - MrCnH-Ha	(11,022,773)	(10,199,533)	(13,358,629)	(13,992,563)	(14,396,089)	(14,641,846)	(14,894,964)	(18,128,610)	(16,674,957)	(17,147,088)	(16,015,146)	(15,944,007)	(19,147,000)
8510-1042-10427 CA MCARE AT RISK SNF	1,958	1,958	1,958	1,958	1,958	1,958	1,958	1,958	1,958	1,958	1,958	1,958	1,958
8510-1044-10441 Allow CA - Medi-Cal IP	(95,822,044)	(96,755,457)	(90,141,045)	(93,754,606)	(95,055,758)	(101,933,579)	(104,981,976)	(116,675,782)	(121,961,054)	(120,224,682)	(124,164,191)	(129,050,009)	(114,208,082)
8510-1044-14551 CONT OP MCAID FFS	(46,858,140)	(41,929,703)	(43,818,579)	(45,969,038)	(46,393,368)	(46,990,362)	(49,186,765)	(46,670,111)	(45,530,276)	(45,544,320)	(46,223,198)	(44,999,250)	(46,502,467)
8510-1047-10419 C/A-HIGH DOLLAR ACCOUNT -	5,580	5,580	5,580	5,580	5,580	5,580	5,580	5,580	5,580	5,580	5,580	5,580	5,580
8510-1047-10470 C/A-MGDCARE-I/P	(28,638,005)	(28,638,005)	(28,638,005)	(28,638,005)	(28,638,005)	(28,638,005)	(28,638,005)	(28,638,005)	(28,638,005)	(28,638,005)	(28,638,005)	(28,638,005)	(28,638,005)
8510-1048-10421 ALLOW - CA MCARE MGDCARE	(109,375)	(109,375)	(109,375)	(109,375)	(109,375)	(109,375)	(109,375)	(109,375)	(109,375)	(109,375)	(109,375)	(109,375)	(109,375)
8510-1048-10441 ALLOW - CA MCAL MGDCARE	(23,020)	(23,020)	(23,020)	(23,020)	(23,020)	(23,020)	(23,020)	(23,020)	(23,020)	(23,020)	(23,020)	(23,020)	(23,020)
8510-1048-10474 ALLOW - CA MGDCARE RISK IF	1,811	1,811	1,811	1,811	1,811	1,811	1,811	1,811	1,811	1,811	1,811	1,811	1,811
8510-1048-10481 Allow CA-Comm MgdCre Inpt Ac	(9,179,897)	(8,555,702)	(10,441,716)	(17,413,670)	(21,052,017)	(28,133,579)	(33,258,141)	(38,383,883)	(45,318,629)	(54,124,230)	(59,699,830)	(47,423,388)	(51,410,903)
8510-1048-10485 Allow CA -Comm MgdCre Outpat	(25,300,113)	(24,679,857)	(26,427,771)	(27,713,938)	(26,545,825)	(31,987,163)	(34,649,488)	(37,270,507)	(37,888,737)	(40,737,901)	(40,299,261)	(40,474,825)	(41,766,892)
8510-1049-10420 Allowance For Charity	(4,153,746)	(4,533,733)	(170,604)	(486,965)	(534,882)	(905,592)	(727,082)	(937,076)	(1,382,688)	(1,314,612)	(1,306,517)	(4,404,731)	(4,816,419)
8510-1049-19491 ALLOW - OTHER IP	(4,665)	(4,665)	(4,665)	(4,665)	(4,665)	(4,665)	(4,665)	(4,665)	(4,665)	(4,665)	(4,665)	(4,665)	(4,665)
Total: Contractual Allowances	(344,376,177)	(344,518,355)	(340,052,505)	(358,477,628)	(378,329,146)	(387,072,887)	(401,629,769)	(431,525,399)	(438,339,356)	(445,629,331)	(462,889,494)	(450,340,296)	(440,341,697)
Allowance for Uncollectible Accounts:													
8510-1041-10410 Allowance for Bad Debt	(14,194,296)	(14,440,849)	(17,673,348)	(19,440,154)	(21,533,384)	(22,937,012)	(23,544,972)	(24,468,820)	(25,848,482)	(28,239,558)	(28,600,435)	(27,960,878)	(28,004,379)
Total: Allowance for Uncollectible Accounts	(14,194,296)	(14,440,849)	(17,673,346)	(19,440,154)	(21,533,384)	(22,937,012)	(23,544,972)	(24,468,820)	(25,848,482)	(28,239,558)	(28,600,435)	(27,960,878)	(28,004,379)
Net Accounts Receivable	45,861,828	46,627,320	43,902,331	43,146,616	45,120,526	42,186,552	42,611,317	45,476,350	43,808,735	42,262,735	43,312,780	41,821,897	38,834,566
Due from Governmental Agencies													
8510-1051-10510 Rec from Third-Party-Medicare	5,537,005	5,673,727	5,348,887	5,411,593	5,505,652	5,580,118	5,662,417	5,317,534	3,431,822	3,498,686	3,558,802	3,648,976	3,709,092
Total: Due from Governmental Agencies	5,537,005	5,673,727	5,348,887	5,411,593	5,505,652	5,580,118	5,662,417	5,317,534	3,431,822	3,498,686	3,558,802	3,648,976	3,709,092
Due from Related Corporations:													
8510-1090-10905 I/C A/R - Seton 6011	0	0	114,089	908,489	0	0	0	0	0	0	0	0	0
8510-1090-10910 I/C A/R - Seton Coastside 6012	50,818	200,818	300,818	300,818	300,818	300,818	500,818	800,818	800,818	800,818	500,818	800,818	800,818
8510-1090-10965 I/C A/R - OConner 6010	813,357	811,461	788,073	777,243	770,897	0	0	0	0	0	0	0	0
8510-1090-10968 I/C A/R - St. Louise 6011	2,656,122	2,654,299	2,640,396	2,637,858	2,635,509	2,634,030	2,632,136	2,630,431	2,630,431	2,630,431	2,630,431	2,630,431	630,431
8510-1090-10973 I/C A/R - St. Vincent Dialysis 653(	1,750,479	2,131,035	2,469,639	2,669,670	3,249,916	3,598,253	3,994,590	4,486,321	4,811,248	5,336,167	5,649,500	6,050,898	6,522,088
8510-1090-10975 I/CA/R - St. Vincent Foundation 6(	12,308,462	12,384,395	429,871	461,507	461,507	516,022	0	0	0	0	0	0	0
Total Due from Related Corporations	17,611,259	18,182,026	6,755,886	7,855,886	7,417,647	7,049,133	7,427,544	7,916,570	8,242,497	8,767,418	9,081,049	9,482,147	7,953,337
Supplies Inventories, at cost:													
0-1081-10810 Inventory - General Stores	219,872	249,302	264,711	263,605	270,403	233,341	270,899	298,659	292,998	301,941	296,232	293,118	222,948
1082-10820 Inventory - Pharmacy	1,208,798	1,208,798	1,208,798	1,208,798	1,208,798	1,208,798	1,208,798	1,208,798	1,208,798	1,208,798	1,208,798	1,208,798	1,163,820
1083-10830 Inventory - Central Supply	53,926	54,976	72,476	67,051	70,416	70,684	87,493	72,968	68,791	88,412	86,093	96,891	79,315
0-1085-10850 Inventory - Plant Ops & Maint	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000
8510-1088-10860 Inventory - Surgery Dohney	532,536	532,536	532,536	532,536	532,536	532,536	532,536	532,536	532,536	532,536	532,536	532,536	502,393
8510-1088-10880 Inventory - Surgery	3,507,111	3,507,111	3,507,111	3,507,111	3,507,111	3,507,111	3,507,111	3,507,111	3,507,111	3,507,111	3,507,111	3,507,491	3,756,808
8510-1089-10891 INVENTORY RADIOLOGY	406,469	406,469	406,469	406,469	406,469	406,469	406,469	406,469	406,469	406,469	406,469	406,469	549,878
8510-1089-10892 INVENTORY CATH LAB	350,408	350,408	350,408	350,408	350,408	350,408	350,408	350,408	350,408	350,408	350,408	350,408	504,693
8510-1089-10893 INVENTORY LABORATORY	50,119	50,119	50,119	50,119	50,119	50,119	50,119	50,119	50,119	50,119	50,119	50,119	94,193
8510-1089-10895 Inventory - Out Patient Clinics	49,443	49,443	48,443	49,443	49,443	49,443	49,443	49,443	49,443	49,443	49,443	49,443	72,638
8510-1089-10896 INVENTORY GJ LAB	93,051	93,051	93,051	93,051	93,051	93,051	93,051	93,051	93,051	93,051	93,051	93,051	109,301
8510-1089-10897 INVENTORY RESPIRATORY TI	46,124	45,124	45,124	46,124	45,124	45,124	45,124	45,124	45,124	45,124	45,124	45,124	12,614
Total, Supplies Inventories, at cost	6,696,857	6,724,240	6,760,247	6,753,715	6,763,660	6,727,083	6,781,461	6,794,677	6,774,781	6,811,312	6,804,388	6,813,509	7,340,499
Other Current Assets:													
8510-1066-10660 Notes Receivable Short Term	246,002	246,002	123,001	0	0	0	0	0	0	0	0	0	0
8510-1068-10681 Reserve For Notes Receivable	(205,002)	(205,002)	(112,751)	0	0	0	0	0	0	0	0	0	0
8510-1089-10674 Other Rec - Prov Fee FFS	4,666,569	4,666,569	4,666,569	4,666,569	4,666,569	4,666,569	13,666,756	15,001,125	13,674,807	13,043,643	9,699,417	8,196,640	7,272,364
8510-1089-10678 Other Rec - Prov Fee MSD	0	0	0	0	1,597,141	0	0	0	0	0	0	0	0
8510-1089-10690 Other Receivables	852,523	694,489	257,923	241,878	240,887	347,064	234,804	352,264	392,304	476,540	375,535	511,154	1,038,251
8510-1101-11010 Prepaid Insurance	193,892	713,809	485,568	257,697	705,771	457,187	226,885	563,826	341,179	118,731	965,226	436,133	207,039
8510-1105-11050 PREPAID TAXES	0	0	(875)	0	0	0	0	0	0	2,635	1,890	945	0
8510-1106-11060 Prepaid Service Contracts	12,746	9,278	29,175	25,679	22,183	18,688	16,192	11,598	29,757	23,291	19,795	16,270	12,774
8510-1107-11070 Deposits	0	0	0	0	0	0	0	0	0	16,000	16,000	16,000	16,000
8510-1108-11080 Prepaid Expense	760,826	731,779	621,733	616,770	1,166,721	826,022	715,680	1,098,005	443,354	799,330	754,517	1,109,569	525,234
Total Other Current Assets	6,637,579	6,856,955	6,080,353	5,810,509	8,399,272	6,315,530	14,853,478	17,014,718	15,078,201	14,479,340	11,831,481	10,285,901	9,071,661
Total Current Assets	85,848,785	85,519,478	72,944,670	72,351,091	76,033,272	74,810,008	93,470,366	88,394,185	82,409,461	75,873,068	76,141,613	75,092,644	68,915,459
Assets Limited as to Use:													
Board-designated for -													
Donor-Restricted:													
8510-1620-16400 SPECIFIC PURPOSE FUNDS	296,162	296,162	296,162	296,162	296,162	296,162	296,162	296,162	296,162	296,162	296,162	296,162	296,162
8510-1629-16290 ENDOWMENT ASSETS FUNDS	2,742,801	2,742,801	2,742,801	2,742,801	2,796,338	2,796,338	2,817,334	2,817,334	2,817,334	2,817,334	2,817,334	2,817,334	2,772,363
Total, Donor-Restricted	3,038,963	3,038,963	3,038,963	3,038,963	3,092,500	3,092,500	3,113,496	3,113,496	3,113,496	3,113,496	3,113,496	3,113,496	3,068,525
Assets Limited as to Use	3,038,963	3,038,963	3,038,963	3,038,963	3,092,500	3,092,500	3,113,496	3,113,496	3,113,496	3,113,496	3,113,496	3,113,496	3,068,525
Net Operating Property, Plant & Equipment													
Land:													
8510-1200-12000 LAND	6,387,040	6,387,040	6,387,040	6,387,040	6,387,040	6,387,040	6,387,040	6,387,040	6,387,040	6,387,040	6,387,040	6,387,040	6,387,040
Total, Land	6,387,040	6,387,040	6,387,040	6,387,040	6,387,040	6,387,040	6,387,040	6,387,040	6,387,040	6,387,040	6,387,040	6,387,040	6,387,040
Land Improvements:													
8510-1210-12100 Land Improvements	2,238,712	2,238,712	2,238,712	2,238,712	2,238,712	2,238,712	2,238,712	2,238,712	2,238,712	2,238,712	2,238,712	2,238,712	2,238,712
Total Land Improvements	2,238,712	2,238,712	2,238,712	2,238,712	2,238,712	2,238,712	2,238,712	2,238,712	2,238,712	2,238,712	2,238,712	2,238,712	2,238,712
Buildings/LHI													
8510-1221-12210 BUILDING & IMPROV HOSPITAL	71,157,276	71,157,276	71,167,908	71,407,555	71,407,555	71,407,555	71,407,555	71,407,555	71,407,555	71,407,555	71,407,555	71,407,555	71,629,771
8510-1221-12211 PPE Buildings - FIN47	374,511	374,511	374,511	374,511	374,511	374,511	374,511	374,511	374,511	374,511	374,511	374,511	374,511
8510-1230-12300 Leasehold Improvements	3,259,217	3,259,217	3,259,217	3,259,217	3,259,217	3,259,217	3,259,217	3,259,217	3,259,217	3,259,217	3,259,217	3,259,217	3,259,217
Total Buildings/LHI	74,791,005	74,791,005	74,801,636	75,041,284	75,041,284	75,041,284	75,041,284	75,041,284	75,041,284	75,041,284	75,041,284	75,041,284	75,263,499
Buildings Service Equipment:													
8510-1225-12250 BUILDING & IMPROV FIXED EQ	61,843,965	61,843,965	61,896,772	61,905,885	61,905,885	61,905,885	61,919,176	61,919,176	61,919,176	62,196,116	62,196,116	62,205,116	62,219,575
Total, Buildings Service Equipment	61,843,965	61,843,965	61,896,772	61,905,885	61,905,885	61,905,885	61,919,176	61,919,176	61,919,176	62,196,116	62,196,116	62,205,116	62,219,575
Equipment:													
8510-1241-12410 Major Moveable Equipment	136,563,623	136,710,141	139,871,485	136,998,731	137,099,187	137,373,612	137,559,495	137,754,583	136,132,172	136,157,474	138,621,335	140,028,947	141,235,955
10-1244-12440 Corp Allocated Equipment	2,920,419	2,920,419	2,920,419	2,920,419	2,920,419	2,920,419	2,920,419	2,920,419	2,920,419	2,920,419	2,920,419	2,920,419	2,920,419
Total Equipment	139,484,042	139,630,561	139,791,885	139,917,150	140,019,586	140,294,032	140,479,915	140,705,102	141,052,591	141,077,893	141,541,754	142,949,366	144,156,375
uction In Progress:													
8510-1251-12001 CIP- SB1953 Seismic Retrofit	0	0	0	0	0	0	0	0	0	0	0	5,250	956,477
8510-1251-12014 CIP - FYE 2014	0	7,944	7,944	6,076	6,076	6,076	7,944	6,076	6,076	6,076	6,076	6,076	0
8510-1251-12015 CIP - FYE 2015	0	0	779	779	779	779	779	779	779	779	779	779	0
8510-1251-12016 CIP - FYE 2016	2,711,242	2,776,036	2,660,981	2,899,731	3,247,627	3,228,123	3,782,876	3,879,185	3,879,415	4,022,453	4,136,457	3,868,901	0

Verity Health System
St Vincent Medical Center
Balance Sheet
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8510-1251-12017 CIP - FYE 2017	1,201,388	1,277,471	1,389,129	1,051,629	1,164,515	1,533,616	1,514,107	1,580,523	1,580,523	1,698,858	1,710,483	1,693,375	0
8510-1251-12018 CIP - FYE 2018	0	21,063	43,947	89,955	175,826	207,214	656,216	1,701,977	1,745,637	1,755,341	2,034,469	2,078,006	5,274,844
Total: Construction In Progress	3,912,630	4,082,863	4,322,760	4,048,172	4,594,826	4,975,810	5,961,922	7,168,522	7,212,432	7,383,509	7,888,266	7,849,389	6,231,321
Total Fixed Assets	288,667,394	288,973,845	289,438,825	289,533,222	290,197,312	290,842,741	292,028,047	293,439,835	293,851,234	294,324,556	295,293,173	296,470,906	295,496,622
Less - Accumulated Depreciation:													
8510-1260-12690 ACCUM DEPN OTH LAND IMPF	(2,108,470)	(2,109,388)	(2,110,267)	(2,111,165)	(2,112,063)	(2,112,961)	(2,113,859)	(2,114,738)	(2,115,620)	(2,116,500)	(2,117,380)	(2,118,260)	(2,119,141)
8510-1271-12710 Accum Depr - Hospital Building	(51,979,062)	(52,137,628)	(52,294,801)	(52,452,770)	(52,610,738)	(52,768,845)	(52,926,483)	(53,082,277)	(53,238,069)	(53,393,675)	(53,549,199)	(53,704,724)	(53,897,574)
8510-1275-12750 Accum Depr - Fixed Equipment	(54,339,524)	(54,463,566)	(54,588,880)	(54,650,257)	(54,731,117)	(54,811,978)	(54,892,594)	(54,971,124)	(55,049,328)	(55,130,213)	(55,211,025)	(55,291,831)	(55,373,019)
8510-1280-12800 A/D-LEASEHOLD IMPROVEMEN	(3,014,776)	(3,028,356)	(3,041,936)	(3,055,516)	(3,069,096)	(3,082,676)	(3,096,256)	(3,109,836)	(3,123,418)	(3,136,997)	(3,150,577)	(3,164,157)	(3,177,737)
8510-1291-12910 Accum Depr - Major Movable	(129,140,503)	(129,376,262)	(129,589,539)	(129,602,052)	(130,015,407)	(130,229,059)	(130,442,306)	(130,638,584)	(130,836,645)	(131,037,872)	(131,250,557)	(131,810,493)	(131,914,215)
8510-1294-12940 Accum Depr - Corp Allocated Equ	(2,920,419)	(2,920,419)	(2,920,419)	(2,920,419)	(2,920,419)	(2,920,419)	(2,920,419)	(2,920,419)	(2,920,419)	(2,920,419)	(2,920,419)	(2,920,419)	(2,920,419)
Total: Less - Accumulated Depreciation	(243,571,775)	(244,099,498)	(244,525,821)	(244,992,179)	(245,458,841)	(245,925,735)	(246,391,901)	(246,833,880)	(247,283,477)	(247,735,676)	(248,199,157)	(248,709,884)	(249,372,105)
Net Operating PP&E	45,095,618	44,914,347	44,913,004	44,540,043	44,726,471	44,917,006	45,636,146	46,605,955	46,567,757	46,588,880	47,094,016	47,760,924	47,124,517
Other Assets:													
Notes Receivable LT:													
Total: Notes Receivable LT	0	0	0	0	0	0	0	0	0	0	0	0	0
Other LT Assets:													
8510-1350-13505 Deposit - Long Term	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
8510-1350-13555 Prepaid Expense - Long Term	10,342	10,342	10,342	10,342	10,342	10,342	10,342	10,342	10,342	10,342	10,342	10,342	10,342
Total: Other LT Assets	13,342	13,342	13,342	13,342	13,342	13,342	13,342	13,342	13,342	13,342	13,342	13,342	13,342
Total Other Assets	13,342	13,342	13,342	13,342	13,342	13,342	13,342	13,342	13,342	13,342	13,342	13,342	13,342
Total Assets	133,986,716	133,466,130	120,909,679	119,948,439	123,657,565	122,832,856	142,233,348	138,148,879	132,104,076	125,588,785	126,382,466	125,870,605	119,121,843
Liabilities and Fund Balances													
Current Liabilities:													
Current maturities of long-term debt.													
8510-2014-20143 Current Portion Series 2005A	833,157	833,157	833,157	833,157	833,157	833,157	833,157	833,157	833,157	833,157	833,157	833,157	666,662
Total Current maturities of long-term debt	833,157	833,157	833,157	833,157	833,157	833,157	833,157	833,157	833,157	833,157	833,157	833,157	666,662
Accounts Payable:													
8510-2021-20210 ACCOUNTS PAYABLE	9,351,224	8,548,713	10,323,202	11,478,401	10,071,503	8,838,622	7,104,805	8,311,867	9,770,831	6,157,995	6,033,549	6,496,352	5,885,295
8510-2021-20213 AMEX Trade Payables	0	0	0	0	0	0	526,290	(72,000)	0	0	0	(115,739)	0
8510-2021-20214 AP Cardinal Invoices	272,086	347,282	302,049	324,132	388,334	473,777	325,318	150,226	500,554	659,857	1,008,170	1,005,137	479,297
8510-2028-20290 Other Accounts Payable	3,469,071	3,565,171	3,529,734	4,292,992	4,109,904	4,284,033	4,122,091	5,504,807	5,269,150	6,167,854	6,383,206	6,549,409	4,646,387
8510-2029-20294 AP - PATIENT REFUND	(8,948)	(8,948)	(8,948)	(8,948)	(8,948)	(8,948)	(8,957)	(8,957)	(8,957)	(8,957)	(8,957)	(8,726)	(140,228)
8510-2029-20295 AP - ASAP Program	103,596	103,596	103,596	103,596	103,596	103,596	103,596	103,596	103,596	103,596	103,596	103,596	103,596
8510-2029-20296 AP - Unclaimed Checks	54,167	54,167	54,167	54,167	54,167	54,167	54,167	54,167	54,167	54,167	54,167	54,167	100,250
8510-2029-20299 Patient Credit Balances	582,316	969,919	1,100,734	1,437,028	2,185,773	2,358,429	1,998,108	1,720,313	1,825,051	1,859,636	2,000,498	2,714,311	2,377,462
Total: Accounts Payable	13,853,515	13,580,900	15,404,532	17,679,367	16,881,330	14,101,676	14,224,509	15,763,929	17,605,592	13,804,039	14,574,319	16,798,508	13,432,059
Due to governmental agencies:													
8510-2061-22012 MCare Stlemt 2012	289,427	289,427	289,427	289,427	289,427	289,427	289,427	289,427	289,427	289,427	289,427	289,427	289,427
8510-2061-22014 MCare Stlemt 2014	349,404	349,404	349,404	349,404	349,404	349,404	349,404	349,404	349,404	349,404	349,404	349,404	349,404
8510-2061-22016 MCare Stlemt 2016	0	0	148,618	148,618	148,618	148,618	148,618	148,618	148,618	148,618	148,618	148,618	148,618
8510-2061-22017 MCare Stlemt 2017	665,048	668,048	824,427	824,427	824,427	0	0	0	0	107,014	107,014	107,014	107,014
8510-2061-22018 MCare Stlemt 2018	0	0	469,499	344,381	453,887	238,316	572,945	848,028	758,358	754,885	690,407	594,183	824,249
10-2062-20629 MedAid Withheld Clearing	0	0	0	0	0	0	0	(17,529)	20,436	0	0	0	0
0-2062-22011 MCal Stlemt 2011	209,373	209,373	209,373	209,373	209,373	209,373	209,373	209,373	209,373	209,373	209,373	209,373	209,373
Total Due to governmental agencies	1,513,250	1,513,250	2,290,748	2,165,630	2,275,116	1,235,139	1,569,768	1,928,022	1,783,617	1,858,721	1,794,243	1,698,019	1,728,085
e to related entities:													
8510-2090-20905 I/C A/P - Seton 6011	2,372,470	2,376,750	0	0	595,599	599,152	605,736	609,838	609,838	609,838	609,838	609,838	609,838
8510-2090-20906 I/C A/P - Verity Medical Foundatio	0	0	0	0	0	0	0	0	0	3,150	3,150	3,150	24,483
8510-2090-20908 I/C A/P - Verity Holding LLC 6 05	1,738,451	1,916,575	2,175,600	2,317,774	2,430,285	2,602,832	2,781,904	2,956,944	3,134,857	3,311,213	3,487,769	3,664,325	4,469,042
8510-2090-20932 I/C A/P - Verity Business Services	2,048,902	1,956,749	2,138,394	2,458,077	2,977,605	3,541,244	3,573,614	3,034,748	3,685,719	4,161,715	4,931,921	4,644,696	5,234,860
8510-2090-20965 I/C A/P - O'Connor 8010	0	0	0	0	0	1,737,056	1,758,306	1,770,594	1,772,049	1,773,057	1,774,522	1,775,719	1,775,888
8510-2090-20967 I/C A/P - St. Francis 8511	108,661,663	107,664,204	107,873,062	108,801,310	108,729,413	108,010,532	107,457,978	107,423,371	107,365,461	107,345,340	107,292,840	107,293,055	107,290,807
8510-2090-20971 I/C A/P - Verity Health System 601	102,060,075	107,007,656	99,213,049	106,061,464	108,031,432	112,350,227	117,216,947	113,532,227	111,633,605	114,653,934	120,937,018	123,539,637	129,838,241
8510-2090-20975 I/C A/P - St. Foundation 8540	0	0	0	0	0	0	11,476,312	10,778,997	10,701,935	11,402,178	12,338,590	12,474,725	12,485,207
Total Due to related entities	216,676,561	220,922,135	211,198,105	216,635,625	220,764,334	229,841,043	244,872,797	240,105,717	238,793,265	243,260,426	251,372,945	253,975,344	261,718,324
Accrued Liabilities-													
Payroll:													
8510-2031-20310 Accrued Payroll	1,249,088	1,850,319	2,469,013	0	614,754	1,024,780	1,768,319	2,654,720	2,519,571	1,244	2,729,336	1,095,976	1,715,172
8510-2035-20350 Federal Income Taxes Withheld	(9,293)	68,342	(8,311)	429,826	429,360	(9,254)	28	1,055	1,055	433,034	429,804	917	1,055
8510-2036-20360 FICA Social Security Taxes Withh	136,170	187,479	235,326	464,233	509,577	118,772	166,119	250,741	242,111	577,179	605,350	127,681	168,052
8510-2037-20370 State Income Taxes Withheld	(7,514)	(7,514)	(7,514)	143,923	143,843	(514)	(514)	(514)	(514)	168,794	166,542	(555)	(514)
8510-2038-20380 Unemployment Taxes Payable	66,418	79,829	16,400	24,600	32,800	49,000	31,400	41,900	52,300	66,400	25,000	15,400	23,100
8510-2039-25000 Other P/R Ded - SDI Withheld	38	38	38	23,971	21,991	33	33	33	33	35,057	34,302	26	33
8510-2039-25010 Other P/R Ded - Union Dues	(16,686)	11,698	11,698	40,447	29,168	194	0	0	0	32,838	30,112	0	0
8510-2039-25023 P/R Ded - Cafeteria	55,333	55,192	57,728	62,042	63,536	63,564	65,353	85,828	66,812	54,524	75,580	57,783	58,481
8510-2039-25026 Other P/R Ded - VOLB	32,622	5,944	7,675	8,030	8,038	5,427	5,427	5,427	5,427	9,360	9,237	5,427	5,427
8510-2039-25030 Other P/R Ded - Long Term Care I	0	0	0	1,207	1,164	0	0	0	0	1,138	1,138	0	0
8510-2039-25031 Other P/R Ded-Short Term Care L	(4,048)	(5,778)	(6,675)	(2,130)	(3,733)	(6,288)	(6,956)	(6,609)	(10,020)	(4,639)	(5,163)	(6,733)	(7,980)
8510-2039-25045 Other P/R Ded - HLTH Care Reim	19,818	20,700	22,647	33,339	35,230	40,184	41,767	39,263	27,504	32,222	34,057	35,107	33,557
8510-2039-25046 Other P/R Ded - Dependent Care	12,440	15,048	13,206	16,073	16,752	14,810	15,720	15,343	15,342	16,851	21,852	26,027	30,107
8510-2039-25065 Other P/R Ded - Pension Payables	(26,335)	(482)	(482)	232,998	228,056	76,330	344,754	0	(540)	289,201	268,388	253,078	(21,877)
8510-2039-25066 Other P/R Ded - 403 B Match	73,434	52,410	65,940	58,399	59,885	76,886	44,287	27,516	27,071	30,686	34,553	38,674	63,341
8510-2039-25080 Other P/R Ded - Donations	26	19	0	78	165	107	68	34	93	70	70	183	424
8510-2039-25100 Other P/R Ded - Garnishments	(8,726)	(10,313)	(11,065)	(2,736)	9,506	3,916	(677)	(677)	(677)	9,717	7,676	4,238	920
Total Payroll	1,573,694	2,322,726	2,854,522	1,553,301	2,200,205	1,457,748	2,485,129	3,092,161	2,945,558	1,738,983	4,468,099	1,873,531	2,070,199
Vacation & Other Compensated Absences:													
8510-2032-20320 Accrued Vacation Holiday & Sick I	5,388,668	5,282,674	5,331,604	5,245,114	5,404,834	5,390,342	5,599,899	5,738,093	5,900,634	5,908,073	6,099,761	6,250,997	6,220,094
Total Vacation & Other Compensated Absences	5,388,668	5,282,674	5,331,604	5,245,114	5,404,834	5,390,342	5,599,899	5,738,093	5,900,634	5,908,073	6,099,761	6,250,997	6,220,094
Other:													
8510-2043-20430 Property Taxes Payable	0	676	676	2,626	3,501	4,376	0	945	1,890	0	0	0	0
8510-2048-20480 ACR IBNR EXP PYBL CAPITA	4,603,827	5,234,821	5,637,505	6,607,296	5,962,485	5,670,740	6,569,476	7,112,039	7,596,382	5,933,256	6,408,615	6,217,116	6,739,715
8510-2048-20485 Acer Risk Pool Exp Pybl Liab'	1,491,763	1,553,189	2,047,565	2,936,508	4,030,689	4,472,463	3,943,098	3,657,662	4,841,707	5,031,359	5,264,697	5,965,256	7,099,522
8510-2049-20488 BCHS Retirement Plan - 401 A	83,056	99,356	103,014	109,888	115,196	129,458	160,282	128,849	125,311	133,249	138,435	146,381	118,352
8510-2049-20490 Other Accrued Expenses Payable	7,102,185	7,881,229	6,704,577	7,233,694	7,215,121	5,746,616	6,029,584	4,601,827	5,129,031	6,269,216	6,236,429	6,741,490	5,201,426
8510-2049-20492 IBNR Accrued Liability - Medical	722,762	714,423	580,491	561,433	649,264	321,879	425,906	833,828	1,090,156	1,509,500	1,820,031	1,392,448	1,492,757
8510-2049-20493 Other Accrd Liab- Sales Tax	345	269	7,338	3,491	2,320	4,669	8,238	12,830	9,856	15,329	18,824	12,168	(1,968)
8510-2049-20494 IBNR Accrued Liability - Dental	0	0	0	119,316	124,580	135,147	131,967	138,069	137,580	122,780	41,712	132,157	204,531
8510-2049-20495 IBNR Accrued Liability - Vision	0	0	0	0	0	0	0	0	0	0	0	0	5,334
8510-2049-20496 Unearned Rent Credit	145,688	166,501	187,314	208,126	191,757	332,417	356,854	369,745	380,536	391,527	402,418	413,308	424,199
8510-2049-20674 Other Accd Exp Pay Prov Fee FFI	1,235,259	1,004,778	662,975	787,509	700,429	926,362	12,935,091	14,064,296	15,576,008	16,379,078	13,102,732	11,845,418	10,758,231
8510-2049-20676 Other Accd Exp Pay Prov Fee MG	0	0	0	0	4,244,573	4,244,573	4,244,573	4,244,573	1,845,147	0	0	1,197,754	2,177,734
8510-2049-20677 Other Accd Exp Pay Prov Fee CH	0	(101,877)	(101,877)	(101,977)	(142,121)	(156,948)	(241,612)	(188,919)	(194,067)	(201,025)	(207,984)	(229,222)	(250,138)
Total Other	15,384,619	16,523,463	16,031,578	17,476,911	23,097,803	22,713,239	34,625,557	34,575,584	36,133,734	38,585,264	35,925,928	34,833,275	33,997,806
Total Current Liabilities	255,426,351	260,979,505	253,944,244	261,569,106	271,436,579	274,572,345	304,190,786	302,336,842	303,985,557	305,668,342	315,068,451	315,572,929	320,033,230
Other Liabilities:													
Pension Plan LT:													
8510-2272-22705 Pension Plan - Matching	71,180,000	71,323,417	71,466,833	69,246,500	69,389,917	69,533,333	66,131,500	66,274,917	66,420,675	63,609,792	63,753,209	63,896,625	66,449,000
Total Pension Plan LT	71,180,000	71,323,417	71,466,833	69,246,500	69,389,917	69,533,333	66,131,500	66,274,917	66,420,675	63,609,792	63,753,209	63,896,625	66,449,000
Other Liabilities LT:													
2279-22797 Other Liab-Asset Retirement Obli	2,340,873	2,340,873	2,340,873	2,340,873	2,340,873	2,340,873	2,340,873	2,340,873	2,340,873	2,340,873	2,340,873	2,340,873	2,473,816
Total: Other Liabilities LT	2,340,873	2,340,873	2,340,873	2,340,873	2,340,873	2,340,873	2,340,873	2,340,873	2,340,873	2,340,873	2,340,873	2,340,873	2,473,816
otal Other Liabilities	73,520,873	73,664,289	73,807,706	71,587,373	71 730 789	71,874,206	68,472,373	68 615,789	68 761,548	65,950,664	66,094,081	66,237,498	68,922,816
Long-Term Debt:													
Bonds Payable:													

Verity Health System
St Vincent Medical Center
Balance Sheet
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8510-2250-22507 LTD-CSCDA Series 2005A	54,192,044	54,122,615	54,053,185	53,983,755	53,914,325	53,844,896	53,775,466	53,706,036	53,636,606	53,567,177	53,497,747	53,428,317	53,325,382
Total Bonds Payable	54,192,044	54,122,615	54,053,185	53,983,755	53,914,325	53,844,896	53,775,466	53,706,036	53,636,606	53,567,177	53,497,747	53,428,317	53,325,382
Total Long-Term Debt	54,192,044	54,122,615	54,053,185	53,983,755	53,914,325	53,844,896	53,775,466	53,706,036	53,636,606	53,567,177	53,497,747	53,428,317	53,325,382
NET ASSETS:													
Unrestricted:													
8510-2310-33100 URF-Unrestricted Net Assets	(158,879,583)	(203,042,814)	(203,042,814)	(204,042,814)	(204,042,814)	(204,042,814)	(204,042,814)	(204,042,814)	(204,042,814)	(204,042,814)	(204,042,814)	(204,042,814)	(204,815,500)
8510-2310-33132 URF-DCHS Pension	(82,373,000)	(82,373,000)	(82,373,000)	(82,373,000)	(82,373,000)	(82,373,000)	(82,373,000)	(82,373,000)	(82,373,000)	(82,373,000)	(82,373,000)	(82,373,000)	(79,848,000)
8510-2310-33134 URF-Pension OCI Prior Service C	9,145,772	9,145,772	9,145,772	9,145,772	9,145,772	9,145,772	9,145,772	9,145,772	9,145,772	9,145,772	9,145,772	9,145,772	8,831,000
8510-2331-33310 Donated Property Plant & Equipm	22,352,751	22,352,751	22,352,751	22,352,751	22,352,751	22,407,265	22,407,265	22,407,265	22,407,265	22,577,692	22,577,692	22,577,692	22,577,692
Total: Unrestricted	(209,554,061)	(253,917,292)	(253,917,292)	(254,917,292)	(254,917,292)	(254,862,777)	(254,862,777)	(254,862,777)	(254,862,777)	(254,692,350)	(254,692,350)	(254,692,350)	(250,055,808)
Temporarily Restricted.													
8510-2570-35540 TRF - Federal Bioterrorism/First R	226,779	226,779	226,779	226,779	226,779	226,779	226,779	226,779	226,779	226,779	226,779	226,779	226,779
8510-2570-35612 TRF - Restricted	296,162	296,162	296,162	296,162	296,162	296,162	296,162	296,162	296,162	296,162	296,162	296,162	296,162
Total Temporarily Restricted	522,941	522,941	522,941	522,941	522,941	522,941	522,941	522,941	522,941	522,941	522,941	522,941	522,941
Permanently Restricted.													
8510-2670-35543 PRF TRUST - BATEMAN	1,809,607	1,809,607	1,809,607	1,809,607	1,883,144	1,883,144	1,884,139	1,884,139	1,884,139	1,884,139	1,884,139	1,884,139	1,839,010
8510-2670-36722 PRF- Langenberger Fund	461,059	461,059	461,059	461,059	461,059	461,059	461,059	461,059	461,059	461,059	461,059	461,059	461,059
8510-2670-36723 PRF- Cantwell Fund	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
8510-2670-36724 PRF - Other Charity	249,051	249,051	249,051	249,051	249,051	249,051	249,051	249,051	249,051	249,051	249,051	249,051	249,051
8510-2670-36725 PRF - Kennealy Fund	213,084	213,084	213,084	213,084	213,084	213,084	213,084	213,084	213,084	213,084	213,084	213,084	213,084
Total Permanently Restricted	2,742,801	2,742,801	2,742,801	2,742,801	2,796,338	2,796,338	2,817,334	2,817,334	2,817,334	2,817,334	2,817,334	2,817,334	2,772,204
Total Net Assets	(249,151,548)	(255,279,278)	(260,895,256)	(267,210,794)	(273,214,109)	(277,456,590)	(284,205,275)	(286,611,589)	(294,189,838)	(299,915,398)	(306,297,813)	(309,568,140)	(313,159,384)
TOTAL LIABILITIES AND FUND BALANCE	133,986,718	133,486,130	120,909,879	119,948,439	123,867,585	122,832,856	142,233,348	138,146,878	132,104,076	125,568,785	126,362,468	125,870,605	119,121,843

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Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
REVENUE													
IP Acute Self Pay	6540,777	$539,251	$718,810	$998,452	$893,332	$508,291	$1,288,552	$1,229,932	$784,291	$1,522,535	$882,535	$993,077	$922,333
IP Acute Comm Ins	450,310	1 155,013	11,505	243,124	124 686	259,800	448,005	236,418	478,888	418,497	396,769	485,455	878,939
IP Acute Comm MgdCare	7,841,578	9,266,559	9 340 439	8,822,452	7,303,815	6,764 837	8,181,526	8,366,505	6,192,435	7,852,840	9 748,889	8,245,266	8,063,364
IP Acute Comm at Risk	444,959	553,457	41,324	911,350	1,247,557	653,624	301,210	350,280	217,580	353,218	0	83,185	24 152
WIC Comp	294,757	69,206	247,097	312,175	400,184	329 615	0	634 852	312,587	265,435	152,884	725,533	655,327
Medicare	37,889,252	34,785,198	35,181,718	31 147,809	35,088,163	30,815,697	38,559,812	45,723,042	41,574,921	45,417,032	39,688,984	42,528,434	38,123,100
Medicare MgdCare	7,822,600	9,801,884	10,998,340	11,002,252	12,812,203	10,576,055	13,351,888	12,088,735	10,554,365	14,554,266	14,476,660	12,178,970	12,293,664
Medicare Risk	4,666,662	3,173,574	4,698,299	5,188,618	4,266,019	4,987,353	6,697,326	5,033,698	6,875,759	6,845,658	5,850,800	6,012,282	3,914,031
Medi-Cal	8,327,231	4,338,882	5,140,532	5,104,519	5,192,343	3,602,245	5,376,588	9,307,000	5,940,354	5,058,327	7,379,771	6,008,552	5,812,100
Medi-Cal MgdCare	11,950,633	11,828,905	12,091,570	12,500,459	11,976,503	13,885,147	16 187,784	15,585,268	15,899,352	16 424,550	17,102,471	13,073,345	11,518,128
Other Govt	0	0	23,388	0	73,155	23 433	0	0	0	83,507	0	132,155	6,252
Other Indigent	0	0	0	0	0	32,198	74,140	80 429	0	5,136	43,212	0	0
Other	527,243	204,047	12,841	(444,842)	910,800	424,364	(765,898)	697,500	45,596	(481,104)	852,179	(253,169)	(606,259)
Total Acute	77,756,681	76,892,888	77,551,882	76,152,399	79,894,762	83,294,978	91,016,104	104,391,451	92,863,737	101,600,368	93,385,143	88,831,910	78,288,168
SNF:													
Comm Ins	0	0	0	0	0	0	0	0	0	0	0	2,605	0
Comm MgdCare	132,973	210 791	120 728	90,024	261,245	177,031	177,927	57 491	327,376	60,877	0	66,378	2,605
Comm Risk	0	0	0	0	0	0	42,526	0	0	41,873	20,818	0	0
Medicare	2,667,711	3,005,344	2,605,610	2,852,714	2,418,609	3,255,359	3,312,213	2,803,630	3,080 726	3,118,559	2,213,539	2,242,272	212,313
Medicare MgdCare	419,589	98,391	76,885	106,152	152,824	98,011	0	120,533	0	154,752	283,428	272,129	5,210
Medicare Risk	132,055	122,604	666,618	333,095	491 486	122,348	251,139	192,982	142,362	154,012	405,806	150,491	5,210
Medi-Cal	23,889	0	0	0	0	0	45,999	141 468	0	80,765	130,031	71,522	0
Medi-Cal MgdCare	130,335	134,919	111,200	101,200	103,226	92,892	242,892	300,922	2,871	77,892	304,091	114,226	37 176
Total SNF	3,862,251	3,670,949	3,423,882	3,483,215	3,437,400	3,745,340	4,069,696	3,716,224	3,533,335	3,688,422	3,376,344	2,909,732	262,614
Rehab:													
Comm MgdCare	173,335	235,386	472,947	343,003	123,295	6,853	94,003	7 737	0	184,285	162,152	226,693	239,812
Comm Risk	23,002	80 435	84,104	87,515	45,276	196,928	0	0	0	0	0	0	0
WIC Comp	0	0	0	0	50,810	0	0	0	0	0	0	0	104,979
Medicare	2,806,982	2,633,003	2,659,991	2,989 697	2,884,052	2,721 093	2,678,491	2,541,982	1,782,797	2,541,158	2,678,577	2,570,828	2,338,737
Medicare MgdCare	92,485	15,878	0	0	73 453	0	270,860	343,687	555,207	214,988	316,888	376,300	668,662
Medicare Risk	102,456	26,007	0	0	68,199	0	92,379	183,980	271,878	69,003	91,877	51,755	118,355
Medi-Cal	0	0	0	0	0	47,352	0	0	0	228,262	67,952	102,995	141,873
Medi-Cal MgdCare	49,137	0	219,857	29,305	316,283	352,222	99,109	119,054	219,933	286,150	112,291	491,687	26,852
Total Rehab	3,249,445	2,989,469	3,436,939	3,455,421	3,523,168	3,324,520	3,431,841	3,204,170	2,827,816	3,727,850	3,330,237	3,873,231	3,518,616
Total Gross Inpatient Revenue	84,868,376	82,553,304	84,392,443	82,121,036	86,860,309	90,364,739	92,536,341	111,301,845	99,224,887	109,016,638	100,093,723	95,464,873	80,070,290
Gross Outpatient Revenue:													
Outpatient:													
Self Pay	138,750	79,758	98,849	252,545	35,137	61,242	67,553	28,912	238,167	137,855	62,499	80,570	15,425
Comm Ins	255,113	264,236	410,917	319,005	398,256	553,416	578,023	776,541	136,536	474,764	139,620	430,182	364,905
Comm MgdCare	4,851,833	4,413,494	4,357,328	3,907,405	3,977,455	4,504,835	5,357,130	4,798,060	4,434,679	5,028,170	4,636,593	4,844 686	5,410,577
Comm Risk	11,956	66,851	107,052	116,641	424	42,731	207,189	52,747	71,111	15,883	22,241	24,501	143,379
WIC Comp	28,835	12,528	153,864	15 400	81,843	48,760	52,260	84 441	108,271	41,870	69,065	26,952	53,395
Medicare	9 993,774	8,529,904	8,425,575	7,684,204	8,177,791	7,665,537	8,854,068	8,937 474	7,555,597	9 895,824	10,357,000	11,217,300	9,150,064
Medicare MgdCare	2,713,908	3,736,100	4,000,975	3,857,266	3,914,243	2,812,187	3,432,062	4,489,708	2,838,468	5,230,603	5,002,853	4,442,603	3,512 152
Medicare Risk	452,917	447,399	690,301	714,805	817,476	690,405	937 775	806,015	1 022,038	1,408,455	1,483,861	870,697	1,048,722
Medi-Cal	324,839	386,269	391 760	538,535	253,304	215 449	494,822	461,851	659,123	717,913	665,021	806,729	624,264
Medi-Cal MgdCare	3,032,539	2,678,315	3,235,058	2,690,187	3,522,577	3,858,866	3,436,818	3,554,853	2,334,751	3,835,574	2,691,379	3,416,818	3,253,124
Other Govt	3,443	463	0	3,122	4,747	463	13,839	3,333	0	1,159	1 159	19,859	652
Other Indigent	0	0	0	0	0	0	0	0	0	0	6,701	0	0
Other	1,251 404	228,657	944,341	(247 737)	443,020	1,212,818	235,152	328,040	253,031	1,082,023	(63,606)	401,221	402,310
Total O/P	22,418,075	20,827,742	23,735,807	19,791,291	21,829,455	21,505,197	21,709,756	24,321,852	19,685,521	29,894,353	29,206,508	26,399,768	23,900,152
ay	1,247,600	1,206,600	1,266,198	1,333,523	1,273,918	940,849	1,319,328	1,254,392	1 072,374	1,083,325	1,260,959	1,000,062	573,073
ies	183,744	88,070	159,954	200,864	213,788	147,402	216,831	101,527	127,564	224,625	99,804	174,795	103,397
Comm MgdCare	855,218	1,137,277	1,207,711	1,091,599	1,059,281	944,650	1,353,099	1,243,344	1,278,357	1,122,605	1,392,615	1,014,597	1,117,283
Comm Risk	17,228	40 453	16,585	33,543	57,750	13 478	59,170	8,123	27,259	15 182	59,815	22,031	14 958
WIC Comp	49,333	59,382	71,904	25,522	24,241	32,252	37,832	29,634	29,713	14,059	15,776	42,807	59,955
Medicare	1 797,314	2,314,226	2,005,213	1,851,712	1 674,737	1,669,753	2,148,257	2,469,060	1,841,591	2,073,148	2,261,100	2,074,006	1,810,600
Medicare MgdCare	943,324	1,052,157	1,228,188	1,172,819	1 184,620	886,464	1,327,903	1,349,481	976,711	1,356,857	1,248,228	1 099 053	1,371,207
Medicare Risk	148,245	125,658	314,200	160,900	132,106	243,627	240,160	269,239	222,231	236,002	283,538	452,883	257,853
Medi-Cal	1,639,388	1,743,298	1,466,137	1,529,666	1,818,341	1,527,897	1,548,735	1,748,666	1,017,589	1,609,497	1,544,714	1,439,180	2,013,077
Medi-Cal MgdCare	3,579,276	3,945,983	3,358,300	3,457,139	3,533,285	2,994,764	3,997,537	4,135,977	3,448 920	3,497,418	3,671,159	3,353,302	3,609,286
Other Govt	7,525	31,513	45,656	9,364	9,560	15 149	8,015	17,835	23,111	21,712	25,068	1 000	20,959
Other MgdCare	0	0	(178)	0	0	0	0	0	0	0	0	0	577
Other Risk	21,330	28,514	29,200	1 713	29,057	5,557	9 591	6,983	6,697	12,350	24,760	4,016	43,436
Total ER	10,223,606	11,464,269	11,156,175	10,959,256	11,020,234	9,757,003	12,345,444	12,662,929	10,477,029	11,247,530	12,184,246	10,711,491	11,161,283
Total Gross Outpatient Revenue	32,639,681	32,292,012	33,891,982	30,750,506	32,849,689	31,262,200	34,054,199	36,974,782	30,162,550	40,132,028	37,390,754	37,111,260	35,061,441
Total Gross Revenue	117,507,959	114,888,306	118,274,424	112,871,842	119,909,978	121,606,939	132,590,540	148,276,626	129,387,437	149,148,666	137,484,477	132,576,133	115,121,730
Deductions from Revenue													
Inpatient Contractual Allowances:													
Medicare Traditional	27,269,852	33,183,752	32,745,749	32,753,079	34,318,579	33,993,825	37,537 418	42,111,125	39,554,685	39,582,380	34 423,917	37,294,388	29,504,047
Medicare Managed Care	12,818,309	7,921,850	8,237,871	8,052,023	8,250,738	8,040,759	9,211 183	8,230,306	6,041,763	14,576,534	10,911,353	11,398,715	13,620,580
Medicare At-Risk	10,549,958	12,884,800	10,221,861	9,951,859	8,642,057	8,301,509	3,230,171	4,696,112	7 623,800	9,444,587	7 432,818	12,547,477	13,550,041
Medical Traditional	(2,946,807)	942,443	(8,914,422)	3,813,981	1,312,452	6,057,512	3,013,023	11,824,774	5,074,302	(1,726,372)	3,929,539	1,895,818	(11 841,927)
Medical Managed Care	12,833,157	6,035,535	13,524,500	5,952,129	11 444,431	9,557,735	17,537,679	12,503,351	12,251 695	15,874,117	17,515,521	13,791,042	14 435,265
HMO	12,048,040	3,953,691	10,705,157	5,304,012	9 915,072	6,388,544	9,010 442	10 403,204	6,057,376	7 657 152	6,581,162	6,155,702	6,406,022
Commercial	292,415	100,800	422,236	890,204	413,665	140,895	77,349	247,030	(53,720)	144,674	817,109	171,044	428,842
HMO	193,411	(315,416)	1,885,159	5,874,200	3,652,894	7,981,855	5,151,254	5,132,078	5,822,745	8,807,572	5,575,638	(12,279,144)	3,999,292
HMO At-Risk	453,963	1,116,343	1,168,494	631,458	(16,089)	78,505	273,435	570,832	848,841	666,379	1,344 459	396,834	120,117
Workers Compensation	454,302	700 622	39,534	183,910	69 425	7,077	208,697	309,520	112,489	295,219	309,767	117 132	551,822
Other	106,573	0	0	0	116,468	0	0	0	0	0	0	0	10 479
Total - Inpatient Contractual Allowances	73,553,393	68,936,038	74,377,278	70,922,535	75,014,313	77,536,109	86,258,401	96,324,230	83,133,850	96,022,480	88,847,332	91,582,785	73,011,682
Outpatient Contractual Allowances:													
Medicare Traditional	3,335,972	10,024,533	7 452,136	6,706,631	7,418,704	6,669,760	8,097,533	7,854,743	6,314,009	9,128,105	10,331 759	9,286,293	7,760,083
Medicare Managed Care	3,408,311	1,455,852	1,944,997	1,808,477	1,913,784	1,353,194	2,056,532	2,353,257	1 743,213	3,058,847	2,814,382	2,301,944	3,018,530
Medicare - At-Risk	1,011,935	1 164,423	628,574	665,597	725,724	1 021,215	713,853	798,439	1,212,297	1 152,115	796,350	1 464,525	1 657 845
Medical Traditional	(430,006)	1,071,665	1,888,573	2,150 462	2,424,330	(1,403,006)	(1,523,697)	1 403,346	(1,038,833)	14,042	973,696	(1,223,945)	1,621,247
Medical Managed Care	2,627,814	1,623,371	2,528,810	1,588,488	1,723,494	2,574,673	3,559,241	2,906,316	2,449,802	3,215,150	1,857,703	4,206,122	1,893,849
HMO	3,400,023	3,284,091	3,364,065	3,057,571	3,097,371	3,244,659	3 078,429	4,593,943	3,365,459	3,747,236	4,672,033	3,955,850	3,702,389
Commercial	188,822	59,712	333,752	228,752	79,976	15,231	251,293	(2,227)	57,822	61,895	106,053	186,538	(12,712)
HMO	(391,244)	(424,821)	1,653,021	1,288 859	1,833,418	2,443,252	2,662,325	2,571,018	998,314	2,971 458	(436,258)	178,564	1,328,545
HMO At-Risk	103,418	34,801	320,637	71,143	15,250	128,324	14 493	244,249	171 727	280,427	118,370	24,200	79,312
Workers Compensation	88,521	86,606	46,600	91,284	11,408	83,585	20,225	69,798	123,286	89,951	109,247	35,277	43,776
Other	10,347	43,369	0	0	18,831	0	0	0	5,808	0	0	0	0
Total - Outpatient Contractual Allowances	15,961,912	18,464,810	20,270,262	17,971,048	19,229,394	18,471,929	18,136,142	22,614,872	14,792,723	22,597,208	21,123,421	20,513,748	21,539,887
ER Contractual Allowances:													
Medicare Traditional	2,332,048	1 783,629	1,782,137	2,084,718	1,971,122	1,888,818	1,597,218	2,164,691	3,823,145	2,301,004	1,322,504	1 703,548	1,670,982
Medicare Managed Care	1,013,029	453,360	490,072	458,968	539,885	552,542	763,812	557,895	618,961	726,931	530,901	701,342	1,326,281
Medicare At-Risk	1,618,132	2,633,548	1,452,329	2,085,311	1,974,704	2,242,841	1,751,929	1 450,561	1,953,165	1,903,592	1,568,400	1,440,935	851,629
Medical Traditional	209,373	0	0	0	0	0	0	0	0	0	0	0	0
Medical Managed Care	4,622,308	2,053,751	2,488,414	1,759,985	2,311,202	4,524,898	3,748,576	2,899,160	3,763,937	4,104,635	3,473,349	4 856,606	2,209,234
HMO	1 727,501	791 410	1,000,028	783,455	823,316	858,294	854,959	976,055	1,058,942	1 100,595	1,013,331	1 065,889	1,001,768
Commercial	101,779	11,524	(42,880)	22,373	34,734	19 197	17,340	39,824	105,044	59,575	100,923	6,382	24,821
HMO	5,179	721	9,050	6,306	294	7,354	2,534	82	0	230	1,477	8,570	858
HMO At-Risk	40,366	35,124	77,647	161 152	10,138	67,202	43,732	74,528	85,257	57,459	18,393	15,670	128,260
Workers Compensation	42,243	41,552	23,618	12,076	11,827	34,060	43,323	90,293	73,873	29,383	51,038	27,933	66,852
Other	6,152	0	6,257	3,213	0	0	0	0	0	0	0	0	0
Total - ER Contractual Allowances	11,777,037	8,049,899	7,306,838	7,382,464	8,007,933	10,291,963	8,906,502	8,360,902	11,593 398	10,489,835	8,117,469	9,848,619	7,481,610
ovider Fees:													
Fee Medicaid	0	0	0	0	0	0	(5,992,159)	(1,342,387)	(669,095)	(669,095)	(669,095)	(669,095)	(669,095)
Fee Medicaid-Managed Care	0	0	0	0	(2,697,141)	0	0	0	0	0	0	(957,664)	(536,088)
I Provider Fees:	0	0	0	0	(2,697,141)	0	(5,992,159)	(1,342,387)	(669,095)	(669,095)	(669,095)	(1,626,759)	(1,407,183)

DispShare Pyrat

EXHIBIT 1
PART 4

EXHIBIT 1
PART 4

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Total - Contractual Allowances	100,692,948	96,448,744	101,848,079	96,298,047	97,953,899	104,702,000	103,310,876	125,983,037	111,640,576	127,840,428	117,218,668	110,418,392	100,685,696
Charity:													
Charity	1 435,689	2,288,273	(3,912,250)	338,487	103,704	123,330	988,279	227,789	482,238	91,088	(12,607)	4,242,828	611,720
Total - Charity Allowances	1,438,689	2,288,273	(3,912,250)	338,487	103,704	123,330	988,279	227,789	482,238	91,088	(12,607)	4,242,828	611,720
Other:													
Other	3,112,722	742,728	3,798,838	467,723	1,338,262	84,576	1,271,901	1,312,488	1,810,364	1,171,571	3,326,694	(267,796)	850,842
Total - Other Allowances	3,112,722	742,728	3,798,838	467,723	1,338,262	84,576	1,271,901	1,312,488	1,810,364	1,171,571	3,326,694	(267,796)	850,842
DSH:													
Total - Deductions From Revenue	105,241,358	99,489,744	101,831,667	97,090,237	99,395,865	104,890,206	105,569,056	127,483,312	113,603,178	129,103,088	120,532,754	114,393,124	102,118,258
Pat. Rev. Net of Contractuals & Other Deductions	12,298,600	16,365,561	16,442,758	15,781,304	19,514,113	16,716,733	27,021,484	20,783,314	15,783,982	20,046,280	16,951,723	15,183,009	13,003,472
Provision for Doubtful Accounts	(2,843,483)	755,843	3,151,882	1,690,379	2,087,949	1,400,695	674,384	907,429	1,376,469	2,384,405	360,936	(523,751)	(1,983,132)
Net Patient Revenue	15,110,093	15,609,718	13,290,876	14,090,925	17,426,164	15,316,038	26,347,100	19,875,885	14,407,513	17,660,875	16,590,787	15,706,760	14,986,604
Other Revenue:													
Other Revenue	48,837	44 457	278,392	53,143	30,692	(31,395)	415,838	130,541	55 445	33,157	24,314	31,765	142,405
Gain or Loss on Property Sale	0	0	0	0	2,200	2,312	0	0	0	0	0	0	0
Total Other Revenue	48,837	44,457	278,392	53,143	32,891	(29,084)	415,838	130,541	55,445	33,157	24,314	31,765	142,405
Capitation Premium Revenue	2,805,570	2,813,108	3,927 134	3,973,552	3,868,354	3,035,348	3,034,762	3,297,087	3,232,478	3,253,427	3,398,221	3,357,911	3,308,455
Capitation Risk Pool Reserve	(324,520)	(71,426)	(1,157,158)	(887,942)	(1 111,528)	(441,774)	(327,258)	85,217	(783,828)	(404,913)	(233,338)	(550,559)	(2,634,355)
Total Capitation Revenue	2,481,449	2,741,682	2,769,968	2,085,620	2,756,825	2,593,575	2,707,488	3,382,314	2,448,653	2,848,514	3,064,892	2,807,252	1,174,119
Unrestricted Contributions:													
Unrestricted Contributions	17,113	75,913	45,276	31,836	47	0	7,666	697,315	77,062	181,888	182,918	84,143	(342,583)
Total Unrestricted Contribution	17,113	75,913	45,276	31,836	47	0	7,666	697,315	77,062	181,888	182,918	84,143	(342,583)
Total Revenues	17,657,492	18,471,770	16,384,512	16,261,524	20,215,930	17,880,529	29,478,090	24,088,055	16,888,553	20,724,431	19,872,912	21,309,821	15,960,546
EXPENSES:													
Productive Salaries:													
70000 Mgmt & Supervision	600,391	600,891	600,004	598,224	655,925	694 636	694 060	692,052	655,205	578,137	575,014	594,743	(79,470)
70100 Technician & Specialist	1,323,220	1 157,554	1,274,456	1,252,122	1,348,925	1,234,866	1,541,699	1,283,634	1,383,608	1,445,688	1,452,279	1,459,803	1,405,067
70110 Teeth & Spec Prem Pay	144,980	136,539	101,065	137,370	128,690	172,376	132,102	308,810	120,600	204,665	165,921	152,000	153,002
70200 Registered Nurses	2,303,291	2,280,765	2,521 629	2,455,721	2,598,214	2,405,434	2,701,576	2,737,397	2,657,297	2,851,857	2,826,584	2,832,674	2,453,607
70210 Registered Nurses Premium	383,388	438,935	306,204	352,150	264,162	432,269	435,883	769,368	336,553	940,470	337,379	272,859	323,135
70300 Licensed Vocational Nurses	64 145	43,023	40,112	58,441	45,947	48,576	58,733	44,878	48,208	51,879	48,309	47,034	72,078
70310 Licensed Vocational Nurses Premium	6,449	7,377	6,376	7,666	8,017	12,530	9,915	18,956	4,811	7,086	4,025	3,350	4,488
70400 Aides & Orderlies	161,386	151,337	158,652	168,977	164,560	160,670	176,255	192,047	159,297	152,340	157 771	168,932	177 068
70410 Aides & Orderlies Premium	27,247	29,893	19 136	23,489	12,048	33,474	22,272	58,577	1,971	28,599	19,220	15,935	19,737
70500 Clerical & Other Admin	392,141	371,237	411,630	403,332	453,840	398,535	453,541	388,100	434,881	448,307	459,250	477,602	448,846
70510 Clerical & Other Admin Premium	30,576	25,476	18,160	21,031	12,688	17 452	14,421	61,176	20,840	20,840	17,248	14,757	22,695
70600 Environmental & Food Services	20,859	21,093	20,066	24,835	20,753	27,514	30,771	42,125	43,192	42,842	43,337	42,833	40,204
70610 Environmental & Food Services Premium	6,769	6,001	4,851	2,588	1,899	4,078	1,679	5,767	3,311	5,757	4,664	8,443	4,864
70800 Non-Phys Medical Practitioners	76,620	69,205	91,665	69,141	74,630	70 408	79,957	84,968	113,046	103,864	112,388	128,417	110,240
10 Non-Phys Medical Practitioners Premium	1,852	1,521	(23)	375	171	0	0	0	0	0	117	191	0
I Productive Salaries	5,518,093	5,407,039	5,640,072	5,624,945	5,742,876	5,832,269	6,382,134	6,827,733	5,904,052	6,483,231	6,231,737	6,218,508	5,159,298
n-Productive Salaries:													
71200 Vacation Holiday & Sick Leav	692,066	682,739	697 481	710,453	662,301	806,309	718,734	953,054	611,871	938,753	706,116	765,809	762,776
71250 SICK PAY	62,810	62,834	51,002	49,760	30,075	41,872	50,436	62,294	67,791	62,775	42,142	53,992	67,649
71270 Other Paid Time Off	8,525	12,350	14,288	(3,353)	2,260	6,458	3,320	6,158	6,304	6,627	6,074	9,329	13 140
71271 JURY DUTY	305	1,376	(588)	3,553	1,340	716	491	1,357	1,203	2,686	4,561	4,519	591
71273 Inservice Education	302,053	433,228	312,848	245,845	250,370	223,701	309,859	184 409	198,596	250,666	239 765	231 624	207,252
71274 ON CALL Standby	133,747	128,200	122,522	143,152	132,654	152,409	144,636	155,613	129,441	158,271	141 477	159 110	156,302
71275 BONUS	8,750	0	0	0	0	9,750	25,000	0	(4 481)	5,000	25,000	12,400	5,000
71276 Mitered Meals	4,686	6,128	7,003	3,267	5,497	9,454	19,533	72,052	(1,329)	18,249	9,817	9,752	8,094
71277 IT Application Training	0	0	104	0	0	243	0	0	1,762	(527)	242	2,200	999
71950 Severance Pay	0	0	0	0	0	0	0	0	16,823	56,376	63,461	63,461	171,218
Total Non- Productive Salaries	1,213,924	1,317,919	1,205,999	1,152,647	1,114,507	1,249,981	1,387,710	1,434,947	932,004	1,544,963	1,239,576	1,331,838	1,421,312
Total - Salaries & Wages	6,729,017	6,724,957	6,846,072	6,777,492	6,857,383	6,982,271	7,725,844	7,962,680	6,922,056	8,028,194	7,471,414	7,548,443	6,580,610
Registry:													
72500 Registry Nursing Personnel	649,355	662,250	645,750	613,063	402,243	(12,455)	426,473	391,007	512,823	664,052	667,174	262,615	377,299
72505 Registry-LVN	7,907	4,815	5,028	6,101	2,629	7,348	4,712	3,553	6,390	3,110	8,457	924	(3,102)
72515 Registry-CNA Orderlies	60,540	24,030	37 173	43,374	35,044	42,547	53,068	69,315	50,943	14,726	59,331	50,554	17,257
72100 Medical-Therapists & Other	39,135	172,803	42,373	67 443	80,321	17,949	48 165	69,784	58,362	38,459	57,681	31,124	81,294
Total Registry Labor	747,236	770,827	630,323	768,981	530,437	55,389	538,416	529,659	629,618	1,010,365	794,653	345,216	462,748
Contract Labor													
72522 Othr Contct Serv-Temp Shiffrm	312,366	42,298	158	5,742	60,961	113,407	29,708	41 160	79,372	45,833	37 416	40,759	65,949
Total - Contract Labor	312,366	42,298	158	5,742	60,961	113,407	29,708	41,160	79,372	45,833	37,416	40,759	65,949
Benefits & Taxes:													
71000 FICA	504,080	514,853	505,482	476,767	498,040	482,809	482,817	523,339	514,352	591,668	554 973	554 577	542,622
71100 SUI/ FUI	34,853	4,800	44,484	8,200	8,200	17 100	10 400	10,800	10 400	4,100	9,045	(9,000)	7 700
71101 SUI SDI	(26,252)	8,411	(50,229)	0	0	0	0	0	0	0	0	0	0
71300 Group Health Insurance	356,256	253,932	249,869	347,259	243,704	260,256	259,457	(55,425)	(52,842)	(78,891)	(52,712)	(59,400)	(56,436)
71305 Group Health Self Insured	338,024	355,521	357,535	360 574	376,528	450,033	691 424	827,524	900 000	901,553	972,913	939,992	1,040,007
71310 Group Health Insured	101,270	(23,550)	89,356	47,001	93,358	83,739	80,321	121,547	124,007	143,882	139,776	65,833	114,408
71320 Group Health Vision	23,823	11,995	9,577	9,591	13 147	10,255	13,982	11,811	10,869	7,230	13,418	10,847	(430)
71350 Dental Insured	61,208	54 431	71,577	(25,359)	(15,458)	(10,577)	(15,306)	(17 632)	(17,430)	(28,091)	(11,257)	(22,657)	(22,570)
71351 Dental Insured SSCR	(49,881)	(52,852)	432	57,860	62,402	61,773	63,269	63,860	61,927	63,357	62 434	62,946	72,575
71360 Medical Self-Contract	(5,868)	(5,868)	(5,932)	(5,868)	(5,932)	(5,932)	(5,932)	(4,379)	(4,312)	(5,940)	(3,959)	(3,805)	(3,805)
71375 Life AD&D Self Contract	11,892	11,947	2,748	2,754	1 113	1,071	1,089	1 169	1 163	228	1 137	1,087	1 139
71400 Group Life Insurance	988	1 752	10,509	1,378	10,793	10,545	10,522	11,988	12,182	2,941	11,383	9,206	11,273
71505 Retirement	321,500	143,417	142,417	143,417	143,417	143,417	143,417	143,417	143,417	143,417	143,417	143,417	143,417
71515 403B 403B - Employer Match	41,473	44,236	41,915	40,726	37,503	49,850	44,727	44,385	42,860	47,578	45,023	45,318	68,579
71515 Retirement Plan - 401 A	3,765	69,691	(2,581	66,830	53,668	72,491	69,903	61,830	67,694	78,731	74,560	76,530	100,025
71720 Fringe Benefits	0	0	0	0	0	0	2,500	0	2,025	330	257	256	257
71800 Workers Compensation Insurance	63,348	44,555	44,555	44,555	44,555	44,555	44,555	44,555	44,555	44,555	44,555	44,555	44,555
71801 WC - TPA & Other	0	19,691	19,691	19,691	19,691	19,691	19,691	19,338	19,338	19,338	19,283	19,743	19,319
71810 LTD	9,060	11,878	9,970	9,981	10,211	12,487	10 455	8,766	14,383	9,332	11,092	11,785	11,832
71900 Other Employee Benefits (Non-Payroll)	60,389	(32,470)	0	18,544	0	0	0	0	(58)	(7,502)	4,783	(5,176)	(175,378)
71930 EAP	0	4 007	2,009	2,032	2,043	2,058	2,065	2,100	2,202	2,130	2,130	2,143	2,130
71935 Ed & Reimbursmt	4,816	6,022	1,551	2,816	1,457	8,574	2,816	0	8,364	8,120	4,948	3,405	3,577
71970 ACMO Incentive Transit Subsidy	4,251	3,355	5,765	498	4,450	3,942	3,282	11,020	2,364	532	4,013	2,555	3,372
Total - Taxes & Benefits	1,703,111	1,389,226	1,605,936	1,525,649	1,589,015	1,689,559	1,816,522	1,936,932	1,909,337	1,636,001	1,947,666	1,651,340	1,923,426
Total - Labor Costs	8,491,731	8,827,009	8,082,368	9,078,764	9,037,796	8,740,625	10,106,691	10,461,462	8,420,383	10,720,193	10,251,148	9,589,058	9,022,733
Medical Fees:													
72011 Medical-Physicians Administrat	106,354	140,997	134,237	130,485	129,151	133,354	156,450	108,802	123,154	105,836	128,485	98,432	144,155
72021 Medical-Phys Cst Prt Ctr	266,018	339,313	336,617	338,347	341 817	328,787	328,417	339 882	337,267	334 717	334,057	348,893	335,032
Total - Medical Fees	372,272	480,310	470,764	468,801	480,968	460,121	421,886	448,684	465,421	440,553	461,452	447,015	479,188
Supplies:													
73100 Prosthesis	217,889	207,376	406,912	322,720	327,636	433,483	442,591	318,576	293,877	297,394	197,297	252,631	223,759
101 Pacemakers	118,142	140,597	90,880	125,580	141,520	130,981	19,017	151,057	83,838	163,714	90,315	83,272	3,983
IOL (Lens)	0	998	1,637	1,041	1,721	458	575	276	0	1,180	0	955	0
Inserts Hardware	34 479	43,347	105,917	31,196	100,279	83,770	69,618	40,605	42,079	84,615	17,276	66,227	(48,899)
ses-Total	504,509	392,763	313,291	488,423	336,552	392,270	344,286	331 181	368,763	297 600	206,282	356,250	428,816
Hips-Total	305,213	235,844	110,721	326,207	249,927	133,550	190,902	324,523	150,741	250,917	188,471	225,378	118,300
108 Hips-Partial	0	7,691	0	1,500	17,278	2,037	10,343	0	8,138	2,458	4,000	5,201	4,783
73107 Hips-Compression	3,607	3,607	3,607	0	3,607	0	0	0	0	0	0	5,974	0
73108 Valves Heart	8,300	0	23 160	13 440	0	7,500	4,700	7 720	12,420	27,240	0	15 440	7,500
73109 Bone	6,159	3,843	14,859	7 441	20,178	17,192	9 466	8,709	11,603	17,225	1,841	19,027	10,723

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
73110 AICD & Leads	118,937	154,593	160 129	157,960	(57,748)	78 140	41 142	63,483	40,066	58,471	126,798	69,669	18,359
73111 Tissue	20,809	8,056	24,527	20,391	19,232	1,894	30,178	13,518	1,465	30,521	2,357	8,798	18,391
73112 Rings-Angioplasty	668	0	0	1,517	0	0	0	2,250	2,250	3,100	0	0	0
73113 Pumps-Implantable	0	9,080	9,080	9,080	9 080	9,080	9,080	9,080	9 080	13,002	13,593	13,870	0
73114 Neuro Stimulator Leads	0	0	0	1,850	0	0	0	0	0	2,200	2,222	4,410	0
73115 Vascular Grafts	2,979	5,124	10,833	14,282	6,847	5,576	28,828	28,314	17,692	8,678	8,615	17 163	2,302
73116 Stents	33,607	65,320	73,293	65,410	91,363	26,867	248,342	100,750	62,653	18,876	76,893	114,238	81,369
73117 Stent DES	33,728	19,368	32,532	78,306	45,037	32,517	39,083	29 645	65,576	61,426	104,207	78,800	84,971
73120 Cochlear Implants	397,650	243,154	492,309	259,260	224,099	337,580	251 452	520,176	401,586	401,772	541,408	359 000	120,128
73200 Sutures & Surgical Needles	31,976	37 176	23,612	25 115	24,725	17,099	30 133	61,690	36,926	91,572	19,945	39,932	22,205
73201 Electrosurgicals	67,391	74 172	42,664	61,216	64 134	48 483	43,293	77,041	69,583	58,091	122,842	52,150	65,200
73300 Surgical Packs & Sets	29,056	27,509	30,955	23,969	30,610	31,181	27,035	30,356	27,887	30 453	30,230	35,182	26,352
73400 Surgical Supplies General	371 717	306,483	293,453	309,617	357,971	291,372	406,110	348,443	326,397	433,479	364,078	471,633	268,709
73401 SURGICAL SUPPLIES CV	804	7,109	7 499	13,954	20,767	10,725	7 105	7,049	18,215	9,329	11,064	11,066	20,739
73402 PerfusionCell Saver	1,838	452	1,909	1,638	2,868	2,650	1,190	325	3,912	1,303	2,383	1,216	2,188
73403 Ortho Supplies	88,165	66,570	69,647	102,009	95 700	91,579	93,738	127,313	111,952	103,886	106,111	103,843	90,037
73404 Neuropod Supplies	0	0	0	0	0	0	0	0	0	25,000	2,576	28,093	28,093
73503 Anesthetic Materials	2,572	5,455	4,521	7,331	4,483	4,115	3,748	3,515	8,033	3,039	1,928	(1,159)	2,343
73600 Oxygen & Other Medical Gases	1,511	960	3,007	1,335	2,771	1,906	1,377	3,816	1,382	2,303	3,406	2,122	2,918
73700 IV Solutions	48,219	86,564	84,819	107,277	92,107	69,997	106,849	328,260	99,378	68,304	66 169	86,940	93,896
73800 Pharmaceuticals	670,505	707,514	725,219	630,695	770,724	702,136	1,016,126	803,107	693,977	757,365	628,807	781 178	1,204,370
73802 Contrast Media Non-Ionic	0	0	0	0	0	0	0	0	0	0	0	(139)	0
73803 CONTRAST MEDIA Combined	1 144	1 179	674	150	0	958	241	601	371	496	150	718	652
73902 Radioactive Materials	15,335	10 422	13,172	12,680	10,844	15,093	13,208	23,265	11,575	8,858	12,136	23,070	31,035
74000 Radiology Films	1,217	1,464	859	255	1,345	14,919	3,140	636	356	1,020	2,163	143	720
74100 Other Medical Care Materials & Supplies	376,626	327,421	358,491	313,739	378,433	338,513	33 1,060	457 762	359 407	398,973	405,202	348,135	393,453
74121 Syringes	9,399	8,853	9,275	13,365	8,388	8,858	7 573	9,361	9,273	8,402	9,626	8,977	8,838
74122 Gloves	34 532	38,269	35,504	26,112	43,630	34,385	27,241	36,060	35,556	45,103	27,813	38,207	30,000
74123 Angio/Diagnostic Caths	59,913	40,277	72,607	55,734	77,070	57,457	53,135	93,567	84,252	84,690	63,598	72,857	47,324
74124 Guidewires	31,602	27,166	31,817	30,830	29,742	29,317	34,222	33,223	33,068	44,838	34,710	37,245	29,547
74125 Sheath Sets/Dilators	8,186	10,233	13,833	10,292	12,484	15,323	8,120	14 422	8,052	12,651	15,545	15,669	8,213
74126 LV Pressure Monitoring Supplies	104	0	635	774	360	0	0	412	394	175	21	61	260
74127 Balloon Cor. Dilation	62,625	97,876	61,457	80,727	84,577	79,269	48,785	104,253	67,291	113,843	91,024	121 148	100,771
74128 Intelliva Devices	6,267	3,104	3,650	3,530	6,257	2,813	7 527	6,815	7,110	6,454	13,922	4,953	7,143
74129 Atherectomy Devices	4,322	3,368	11,009	2,800	13,249	8,394	14,253	15,068	23,368	3,332	17,880	24,715	21,882
74130 Vascular Interventions	10,608	27,084	20,343	19,734	36,801	14,805	17,251	37 448	9,252	20,076	24 109	30,123	21,874
74131 Flow Directed Catheters	4,629	815	4,944	2,304	7,816	1,259	441	513	5,541	6,091	000	3,923	1,357
74132 Pacing Temp Electrodes/Catheter	1,680	0	2,340	0	0	0	0	0	0	2,340	2,359	657	0
74133 Guiding Catheters	12,564	5,095	8,056	10,252	10,388	8,323	4,139	15 412	12,914	15 122	17,111	11,259	11 444
74134 PTCA Accessories	0	361	513	1,308	0	970	0	220	242	48	0	455	0
74135 Intra-Aortic Balloons	10	0	0	0	0	0	0	0	0	0	964	1,811	881
74136 Ultrasound Catheters	0	248	0	0	0	0	0	0	0	402	44	0	0
74137 Coronary Guidewires	7,618	2,915	6,227	4,730	4,336	3,453	3,604	4,450	3,885	9,253	8,969	8,888	4,694
74145 Rotablators	0	0	0	0	276	0	0	0	0	694	1,178	0	0
74179 Chemistry Solutions	125,624	104,037	131,587	94,048	82,465	117,774	138,225	170,028	117,080	139 624	138,713	79,759	37,981
74120 Hematology	16,855	17,941	9,004	20,888	13,607	8,230	9,020	19,924	7,339	13,634	9,668	9,723	19,916
74121 Serology	911	123	1,805	805	3,750	3,194	858	6,338	1,320	4,515	1,312	358	3,691
74122 Urinalysis	304	1,695	273	1,153	1 452	0	1 024	617	1,228	117	493	1,152	284
74123 Microbiology	34,257	17,760	35,348	21,781	40,037	35,052	59,002	26,573	31,294	31,231	41,210	23,455	24,088
74124 Phlebotomy	3,819	4,917	4,388	3,318	5,157	3,481	3,718	3,983	3,689	7 415	3,106	3,026	2,716
74125 Histology	37	0	0	80	0	(45)	45	0	54	52	0	45	0
74126 Cytology	1,252	1,209	368	145	913	1,039	855	1 197	1,149	225	1,309	1,226	382
74130 EPS-Ablation Catheters	3,515	9,694	14,344	9,981	29,045	25 410	12,201	26,060	25,957	21,810	18 178	14,836	17,191
74150 Blood Supplies	179,624	94,874	123,092	150,760	122,860	122,551	131,366	178,516	179,977	182,262	294,892	190,765	174,365
74151 Blood Processing	2,721	(520)	1 870	3,506	1,806	1,277	4,536	3,410	839	1,114	5,777	3,339	641
74152 IV Sets and Supplies	1,702	1,243	790	1,633	1,769	2,019	5,194	8,327	7 768	8,174	6,814	7,909	7,623
74195 Inventory Adjustments	157,339	15,813	55,806	21 491	74 402	25,226	29,051	59,782	22,855	40 567	33 189	31,500	(615,963)
74200 Food-Other	3,380	2,686	3,166	3,853	3,454	2,878	3,864	3,197	3,167	2,411	3,010	1,186	2,945
74420 Linen & Bedding	1,559	704	1,257	201	903	764	1 408	2,011	3,765	5,714	2,495	1,755	1,366
74500 Cleaning Supplies	(603)	4,132	3,837	7,316	4,645	159	1,296	4,210	5 118	5,525	(1 418)	2,222	2,566
74600 Office & Administrative Supplies	19 429	8,657	32,256	3,276	459	2,454	20,853	13,391	13,715	9,974	22,511	(5,919)	22,135
74650 Forms	12,344	16,329	21,379	11,228	32,517	30,765	34 430	20,109	34,800	18,253	3,176	17,488	15,822
74652 Paper & Toner Computer	3,689	3,023	2,735	3,993	2,807	2,767	3,354	3,438	2,564	2,761	3,519	1,009	2,951
74700 Employee Wearing Apparel	13 495	11,446	13,576	15,570	10,289	13,859	13,757	18 493	18,791	18,053	14,366	14,425	18,715
Instruments & Minor Medical Eq	48 401	10,552	50,050	42,114	21,252	53,958	47,050	69,691	37,705	38,102	28,838	28,297	19,434
Other Minor Equip	11,229	3,096	8,402	7,500	10,765	6,803	11,822	2,566	11,100	5,411	6,259	11,324	8,432
Software Computer	878	878	878	3,948	(2,192)	878	944	878	878	878	878	(7,192)	776
Hardware Computer	3,331	1,008	(1,378)	30	1,370	0	0	0	460	0	1,310	0	0
Other Non Medical Supplies	40,871	34,551	46,109	53,879	36,715	48,101	37,224	84,725	45 118	84,515	41,715	43,258	37,629
76005 Cost Reduction Rebate & Discount	(180,732)	(19,100)	(19,100)	(98,439)	(24,249)	55,816	(30,058)	(16,323)	(21 113)	(28,693)	(32,769)	(71,252)	30,827
76050 Books & Manuals	724	0	1 771	0	0	345	0	304	729	0	0	0	0
76220 Freight	29,877	8,853	29,744	22,233	4,169	10,783	8,537	51 455	14 454	24,891	424	(5,475)	60 445
76300 Tfr To Oth CC Supplies	(49,763)	(31,597)	(26,844)	(23,175)	(48,604)	(44,358)	(103,141)	(53,035)	(83,832)	(26,668)	(30 732)	(55,841)	(32,764)
76700 Tfr Fm Oth CC-Supplies	49,763	31,597	26,844	6,831	48,604	44,358	103,141	53,035	52,532	25,668	30 732	55,841	32,764
Total - Supplies	**4,583,259**	**3,906,502**	**4,494,673**	**4,186,751**	**4,152,619**	**4,069,737**	**4,620,291**	**5,343,454**	**4,343,871**	**4,693,654**	**4,612,342**	**4,446,816**	**3,300,006**
P/S - Professional Fees:													
72200 Consultant & Mgmt Fees	4 625	28,066	22,227	(16,855)	7,153	9 648	6,350	113,709	663	(23,897)	33,533	26,693	(126,765)
72300 Legal	4,998	31,335	(381)	11,045	(6,159)	45,976	52,871	(7 148)	8,139	9,765	6,765	13,865	130,221
Total - Professional Fees	**9,623**	**87,401**	**21,876**	**(6,839)**	**1,994**	**55,721**	**59,221**	**106,561**	**8,801**	**(13,901)**	**40,299**	**40,558**	**(6,543)**
Out-Of-Area- Network Expense:													
76110 Purch Serv-Out Of-Network Cost	1,299,825	1,669,708	1,362,316	721,760	1,322,961	1,041,909	1,935,474	1,450,707	1,956,627	2,360,376	2,281,047	(279,514)	(193,945)
Total - Out-Of-Area- Network Expense	**1,299,825**	**1,669,708**	**1,362,316**	**721,760**	**1,322,961**	**1,041,909**	**1,935,474**	**1,450,707**	**1,956,627**	**2,360,376**	**2,281,047**	**(279,514)**	**(193,945)**
P/S - Intercompany Related Organization:													
76410 Corporate Management Svcs	235,772	1 422,418	694,601	394,572	945,576	1,058,253	914,454	1,021,312	757,200	944,379	888,971	1 072,032	829,666
76415 Integrity Management Svcs	917,535	953,011	953,011	953,011	953,011	953,011	953,011	953,011	953,011	953,011	953,011	953,011	953,011
76420 VBS Acq SG Allocation	158,554	163,930	178,325	152,259	113,663	143,259	128,139	313,589	190,854	177,706	317,220	167 555	346,977
76422 Purch Svcs IT Rollup Acct	763,634	854,093	817,915	758,180	848,891	920,373	765,943	878,976	858,418	874,179	758,668	736,084	539,711
76429 PFS Outsource Mat Expense	437,343	436,143	0	251,527	457,738	419,666	(32,815)	650,414	431,226	328,259	852,985	779,302	399 039
76441 Purch Service Rel Org Regions	(1,018)	(990)	(1,464)	(1,240)	(1,338)	(1,585)	(1,889)	(1,811)	(5,095)	(2,048)	(5,850)	(4,388)	(2,350)
Total - P/S - Intercompany Related Organization	**2,513,233**	**3,648,613**	**2,622,387**	**2,568,518**	**3,277,260**	**3,532,857**	**2,727,932**	**3,325,561**	**3,224,445**	**3,285,819**	**3,484,853**	**3,715,636**	**3,175,946**
P/S - Other:													
76100 Purch Serv-Medical	764,729	921,875	893,835	1,018,190	924,200	698,339	663,183	732,613	839 813	768,227	762,942	757,318	801,015
76105 PURC. SERV Organs Purchased	395,100	394,000	0	258 050	0	527,400	132,300	91,800	183,600	229,500	413,100	183,600	137,700
76200 Purch Serv-Repairs & Maintenan	33,368	72,512	26,898	47,521	20,921	48,277	58,518	71,751	14,345	35,235	(223,508)	126,516	190,532
76250 Repairs & Maintenance Other Contract	43,620	(53,605)	27,557	18,325	34,021	21,321	31,350	95,038	60,888	40 140	60,878	94,075	130,372
76300 Purch Serv-Collection Agencies	8,574	4,614	(128)	(4,388)	10,348	8,468	7,364	23,844	3,192	625	654	(54,414)	0
76500 Purch Serv-Outside Organizatio	1 122,700	1 479,776	1,224,266	1,367,224	1,129,970	1,212,439	1,426,316	1,208,472	1,250,035	1,291,152	1 129,521	1 129,542	1,512,689
76504 Transcription Services (Non MR	722	0	0	2,059	3,339	2,625	2,537	0	2,641	3,706	2,921	7,828	3,736
76505 CHPT Pledge	0	0	0	0	0	(40,144)	0	(94,554)	94,553	(2,118)	(2,118)	(2,118)	(12,685)
76507 PURCHASED SERVICES LIMEN	35,237	26,766	17,260	41,577	46,340	45,572	41,819	(2,094)	37,776	51,704	110,303	59,292	35,735
76510 Printing & Forms	639	299	53	0	307	31	31	0	69	3,916	0	0	776
76211 Software Support & Maintenance	(5,700)	1,353	0	0	0	0	0	0	0	0	0	(1,258)	0
76521 Purch Serv Accretion Bgr Pool7	125,844	0	0	0	0	0	0	0	0	0	0	0	132,342
Total - P/S - Other	**2,529,191**	**2,706,828**	**2,167,485**	**2,771,290**	**2,117,619**	**2,564,323**	**2,368,884**	**2,368,669**	**2,491,305**	**2,327,981**	**2,217,039**	**2,811,316**	**2,986,960**
Rental & Leases:													
77600 Rental/Lease Costs-Buildings	134,600	134,600	134,600	134,600	84,317	110,450	143,938	121,491	127,257	127,257	125,356	126,147	128,841
77600 Rental/Lease Costs-Equip	393,154	221,839	274 833	286,973	204,864	250,240	173,682	259,136	217 718	242,707	231,960	281,806	888,225
Total - Rental & Leases	**528,055**	**356,736**	**409,733**	**421,573**	**289,291**	**360,690**	**317,620**	**380,616**	**344,974**	**369,963**	**360,246**	**407,966**	**1,016,067**
Other Expenses:													
78300 Licenses & Taxes	23,540	23 181	37,595	19,010	27,404	28,521	32,618	55,141	34,317	25,212	29,537	29,514	27,159
78310 Property Taxes	576	576	11,067	(9,317)	3,699	576	1,305	945	660	945	945	648	945
78400 Other Credit	17,268	13,774	(15,288)	17,348	14,411	4,450	8,491	5,812	12,024	9,448	8,758	10,335	8,973
78500 Telephone/Telegraph	48,210	675	15,012	51,511	(553)	(8,532)	11,068	12,170	11,755	12,000	9,306	8,032	13,676
78502 Mobile Phone Service	0	2,695	0	4,631	1,898	0	2,305	4,885	2,405	2,350	2,350	3,347	2,330
78600 Dues & Subscriptions	3,292	7,956	1,845	1,138	10,050	1,220	401	1 145	28,532	343	42,572	27,431	8,023
78700 Outside Training Sessions	0	0	106	0	999	0	0	880	0	0	449	4,254	8,545
78750 Meetings & Conventions	913	0	0	0	600	600	0	0	594	543	792	368	360
78760 Outside Training Business Meals	0	0	234	34	0	0	0	0	108	42	(42)	82	0
78800 Travel	866	34	1,200	1,200	1,888	8,527	(3,355)	8,527	(4,708)	4,141	9,761	(10 765)	1,766
78801 Travel Transportation	0	0	0	0	0	0	0	81	0	0	0	0	0
78802 Airfare & Rail	0	175	2,411	149	610	0	611	711	479	175	857	0	358
78803 Car Rental	0	0	0	0	0	278	0	48	0	0	0	0	197
78804 Gasoline	0	0	0	0	0	260	91	18	0	216	80	0	11
78805 Mileage	300	254	355	365	129	259	432	235	237	601	421	220	64
Parking & Tolls	158	108	139	48	20	92	48	0	0	53	94	0	157
Lodging & Hotels	458	0	365	723	1,267	1 022	600	1 131	1,972	1,919	1,617	766	1 148
ofcers Meals	157	32	573	325	234	266	222	195	1,213	274	655	127	139
Mtng & Business Meals	0	0	101	0	0	0	0	226	126	127	0	0	0
Individual Meals	90	53	374	85	21	0	0	0	240	113	115	0	0
78 Interest/Online Fees	0	0	0	0	0	0	0	0	6	0	0	0	0
78817 Agency Booking Fees	0	0	0	0	0	0	0	91	0	0	0	0	0
78900 Recruiting	68,669	16,567	16,567	20,703	16,567	24,944	28,913	25,565	36,236	40,567	112,414	70,000	68,893
79000 Other Expenses	7,502	1,361	32,043	13 142	2,921	2,173	10,792	602	2,417	2,016	3,038	11,000	30,245

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
79003 Other Advertising	0	0	601	0	0	0	0	0	0	0	0	0	2,575
79003 Gifts & Entertainment	0	0	0	0	0	0	0	0	5,000	1,016	105	0	3,310
79010 Postage	2,115	1 639	154	2,575	14,500	12,110	1,200	27,339	13,500	19,559	2,215	(17,361)	17,727
79035 Cash Over or Short	150	0	0	0	0	0	0	0	0	0	0	0	0
79050 Community Benefit Expenses	500,000	0	0	0	5,190	0	1,854	0	0	0	0	0	500,000
79060 Charity	0	0	0	0	0	0	0	0	0	0	200	0	0
79072 Awards & Banquets	5,000	0	0	2,500	0	0	0	0	0	0	0	1,000	0
79073 Contribution Fees	0	0	0	0	4,264,573	0	12,478,395	1 144,523	1 098,461	1,098,461	1 098,461	2,296,215	2,078,441
79000 Advertising	642	0	0	35	0	0	0	3,365	280	0	0	0	1 945
79850 Cash AP Offset Account	(577 702)	0	0	0	0	0	0	0	0	0	0	0	47,339
79853 Cash PPB Purchase Temp Acct Accrual	577,702	0	0	0	0	0	0	0	0	0	0	0	(47,339)
79858 Cash Replyment Temp Acct	65,242	69 430	69 430	69 430	69 430	69 430	69 430	69 430	69 430	69,430	69 430	69 430	69 430
79858 Cash - Contra Offset Acct	(65,242)	(69 430)	(69,430)	(69 430)	(69,430)	(69 430)	(69 430)	(69,430)	(69 430)	(69,430)	(69,430)	(69 430)	(69 430)
Total - Other Expenses	**578,972**	**69,097**	**107,869**	**123,791**	**4,346,741**	**80,158**	**12,579,797**	**1,294,528**	**1,282,836**	**1,220,543**	**1,319,708**	**2,429,413**	**2,794,431**
Total - P/S & Other Expenses	**7,557,838**	**8,528,091**	**8,691,656**	**8,601,394**	**11,316,057**	**7,639,794**	**19,781,628**	**8,927,842**	**9,278,937**	**8,550,480**	**9,703,291**	**8,822,065**	**9,770,998**
Bad Debt Expense:													
Insurance:													
76100 Insurance-Professional Liability	168,566	0	0	0	0	0	0	809,848	114,157	114,557	107,635	135,571	135,571
76200 Insurance-Other	36,694	190,915	191,809	191,219	153,657	213,994	209,007	(611,005)	36,039	73,004	70,535	106,727	107,481
Total - Insurance	**225,291**	**190,915**	**191,809**	**191,219**	**153,657**	**213,994**	**209,007**	**197,844**	**150,668**	**187,571**	**237,221**	**242,299**	**243,053**
Utilities:													
77100 Utilities-Electricity	328,220	257,837	319,024	318,098	371 742	298,140	293,793	257,842	245,976	290,713	259,525	259,939	352,219
77200 Utilities-Gas	30,055	25,314	24,453	22,052	21 414	24,494	30,320	32,221	55 147	34,800	43,903	22,594	23,162
77300 Utilities-Water	42,902	26,286	21,282	5,043	34,351	36 429	26,155	26,934	23,680	26,480	21 452	23,523	27,535
76000 Utilities-Other	940	205	765	615	701	507	804	804	805	804	804	804	804
Total - Utilities	**440,117**	**339,742**	**365,529**	**347,845**	**428,209**	**353,970**	**351,074**	**348,201**	**335,617**	**352,797**	**326,915**	**306,864**	**403,740**
Depreciation													
77100 Depr&Amort Lib Improvements	698	698	698	698	698	698	698	680	680	680	680	680	680
77200 Depr&Amort Buildings & Improve	123,992	157,977	158,457	157 102	157,101	157 040	158,063	154,945	154,925	154,739	154 658	154,857	151,683
77201 Depreciation Expense Fixed	857	857	857	857	857	857	857	857	857	857	857	857	857
77250 Building Service Equipment Depr Am	25,853	80,041	83,284	81,398	80,860	80,858	80,820	79,839	79,185	80,905	80,812	80,806	81,005
77300 Depr&Amort Leasehold Improvem	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500
77400 Depr&Amort-Equip	207 002	228,760	211,276	212,513	213,355	213,622	213,247	193,276	201 060	201,228	212,694	250,937	402,722
Total - Depreciation	**372,200**	**487,723**	**468,323**	**466,368**	**466,682**	**466,694**	**466,185**	**442,079**	**449,487**	**452,189**	**463,481**	**510,827**	**652,120**
Amortization:													
Interest Expense:													
78410 Interest Expense Long Term Debt	264,030	260,279	260,279	260,279	260,279	260,279	260,279	260,276	260,279	260,279	260,279	260,279	260,279
79400 Interest Expense-Other	(8,878)	(21,063)	(22,884)	(21,948)	(23,466)	(25,380)	(31,330)	(37,277)	(37,622)	(38,174)	(43,833)	(41 176)	(28,912)
Total - Interest Expense	**255,152**	**239,216**	**237,395**	**238,331**	**236,813**	**234,899**	**228,949**	**223,002**	**222,658**	**222,105**	**216,446**	**219,103**	**231,368**
Total Expenses	**23,297,559**	**23,039,489**	**22,000,489**	**21,677,063**	**29,272,782**	**22,179,526**	**36,245,772**	**29,392,368**	**24,688,769**	**26,624,652**	**29,251,096**	**24,580,247**	**24,143,203**
Operating Income	**(5,840,387)**	**(4,627,729)**	**(5,615,979)**	**(5,315,538)**	**(6,056,552)**	**(4,298,996)**	**(6,767,631)**	**(2,306,313)**	**(7,678,246)**	**(5,900,221)**	**(6,378,184)**	**(3,270,329)**	**(6,192,687)**
Investment Income:													
st Earnings	2	0	0	0	0	0	0	0	0	0	0	0	0
I - Investment Income	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
t Income	**(5,840,385)**	**(4,627,729)**	**(5,615,979)**	**(5,315,538)**	**(6,056,552)**	**(4,298,996)**	**(6,767,631)**	**(2,306,313)**	**(7,678,246)**	**(5,900,221)**	**(6,378,184)**	**(3,270,329)**	**(6,192,687)**
Total Revenue per GL	17,657,494	18,471,770	18,384,512	18,281,524	20,215,930	17,880,529	29,478,090	24,086,055	18,988,553	20,724,431	19,872,912	21,309,921	15,950,548
Total Revenue per Report	17,657,494	18,471,770	18,384,512	18,281,524	20,215,930	17,880,529	29 478,090	24,086,055	18,988,553	20,724,431	19,872,912	21,309,921	15,950,548
Check Total Revenue	0	0	0	0	0	0	0	0	0	4,231	(4,231)	0	0

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Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
REVENUE													
IP Acute Self Pay													
8510-3010-41101 IP Acute-Self Pay	$41,955	$55,940	$27,970	$167,820	$125,865	$41,955	$125,865	$223,760	$23,940	$237,745	$69,925	$153,835	$83,910
8510-3011-41101 IP Acute-Self Pay	13,985	0	27,970	0	0	0	27,970	27,970	13,985	27,970	0	0	0
8510-3151-41101 IP Acute-Self Pay	92,535	123,394	215,929	184,512	133,665	30,848	185,076	174,794	154,230	143,948	123,731	30,848	41,129
8510-3170-41101 IP Acute-Self Pay	43,295	53,712	27,856	53,712	27,856	70,456	31,688	48,745	24,374	80,086	31,336	48,265	10,445
8510-3171-41101 IP Acute-Self Pay	3,482	3,482	41,784	91,711	10,445	17,410	27,856	27,856	0	0	0	17,410	0
8510-3172-41101 IP Acute-Self Pay	0	0	0	0	0	8,068	0	8,068	12,102	0	0	4,034	0
8510-3173-41101 IP Acute-Self Pay	2,762	4,034	12,102	28,239	28,238	20,170	16,136	0	8,068	8,068	20,170	12,102	4,034
8510-4010-41101 IP Acute-Self Pay	33,145	21,839	40,155	78,865	38,970	60,231	39,350	87,260	90,125	128,951	22,417	51,701	8,623
8510-4230-41101 IP Acute-Self Pay	71	0	37	0	0	0	65	35	0	0	0	0	0
8510-4420-41101 IP Acute-Self Pay	17,859	0	70,219	12,328	0	22,125	117,127	0	0	183,453	76,525	0	0
8510-4421-41101 IP Acute-Self Pay	121,575	0	0	0	0	0	107,320	57,552	0	0	0	0	0
8510-4470-41101 IP Acute-Self Pay	0	158	0	0	0	0	364	53	20	53	0	0	0
8510-4500-41101 IP Acute-Self Pay	20,897	53,341	51,037	97,135	68,643	55,909	75,822	136,304	70,976	132,485	51,749	72,876	21,573
8510-4520-41101 IP Acute-Self Pay	916	0	3,717	302	0	302	1,094	678	0	1,618	0	0	0
8510-4540-41101 IP Acute-Self Pay	5,109	4,606	3,155	4,160	2,648	3,322	2,833	4,086	3,051	8,765	2,545	1,226	0
8510-4570-41101 IP Acute-Self Pay	0	716	0	0	0	44,702	117,857	45,832	107,591	135,959	45,424	0	0
8510-4580-41101 IP Acute-Self Pay	8,920	32,228	16,259	14,260	39,884	22,518	46,160	61,400	41,316	41,596	30,068	16,273	2,885
8510-4620-41101 IP Acute-Self Pay	0	0	1,437	0	0	1,437	1,437	0	0	0	2,874	0	0
8510-4630-41101 IP Acute-Self Pay	8,930	25,294	24,190	24,730	25,055	16,225	28,091	30,176	8,457	35,307	18,917	15,068	8,158
8510-4631-41101 IP Acute-Self Pay	0	517	253	868	305	253	51,228	832	5,803	710	0	0	0
8510-4650-41101 IP Acute-Self Pay	0	16,538	17,136	0	5,823	0	0	0	0	0	5,936	0	0
8510-4670-41101 IP Acute-Self Pay	5,827	13,516	5,417	5,417	5,758	5,758	23,979	19,918	5,758	11,384	10,506	13,818	0
8510-4870-41101 IP Acute-Self Pay	3,027	3,453	7,060	7,415	19,108	3,026	0	19,269	17,835	8,635	3,933	8,631	3,933
8510-4580-41101 IP Acute-Self Pay	28,581	40,731	31,066	47,859	46,564	27,996	59,481	105,455	43,112	74,832	73,706	65,276	54,384
8510-4710-41101 IP Acute-Self Pay	29,233	30,209	43,072	123,141	39,807	31,525	58,069	76,311	39,022	69,865	33,919	45,857	19,480
8510-4720-41101 IP Acute-Self Pay	25,854	35,948	8,332	62,523	62,593	7,795	49,119	129,591	16	107,804	20,842	81,760	59,741
8510-4730-41101 IP Acute-Self Pay	8,072	4,791	7,037	22,042	17,557	3,194	11,109	25,083	1,770	16,233	5,478	17,560	7,060
8510-4740-41101 IP Acute-Self Pay	0	0	21,020	6,255	0	0	5,633	0	10,788	11,055	0	0	5,633
8510-4760-41101 IP Acute-Self Pay	0	0	0	16,658	0	0	0	0	0	4,326	0	0	0
8510-4770-41101 IP Acute-Self Pay	4,153	3,104	4,612	2,853	0	0	5,679	1,293	7,200	4 100	3,021	1,791	0
8510-4780-41101 IP Acute-Self Pay	0	0	0	0	0	0	2,316	0	0	0	0	1,389	0
8510-4790-41101 IP Acute-Self Pay	1,749	769	0	0	0	0	1,965	0	2,625	1,163	1,163	765	0
8510-4571-41101 IP Acute-Self Pay	0	8,135	0	0	3,042	10,074	1,521	8,101	11,523	4,872	5,810	5,054	0
Total: IP Acute Self Pay	540,777	538,251	716,810	968,452	693,332	605,291	1,266,652	1,369,652	764,291	1,622,885	682,588	663,077	322,306
IP Acute Comm Ins													
8510-3010-41121 IP Acute-Comm Ins	153,835	391,520	0	0	0	27,970	41,955	0	27,970	0	13,985	97,895	0
8510-3011-41121 IP Acute-Comm Ins	0	0	0	27,970	0	0	0	0	0	13,985	0	0	13,985
8510-3151-41121 IP Acute-Comm Ins	0	0	0	0	0	41,128	102,820	0	41,128	0	10,282	0	10,282
8510-3170-41121 IP Acute-Comm Ins	10,445	55,712	0	13,928	20,892	3,482	34,820	38,302	34,820	31,338	13,928	48,265	25,152
8510-3171-41121 IP Acute-Comm Ins	17,410	40,240	0	0	17,410	20,892	3,482	6,964	24,374	10,446	24,374	0	13,928
8510-3172-41121 IP Acute-Comm Ins	0	0	4,034	0	0	0	0	16,136	28,238	0	0	0	0
8510-3173-41121 IP Acute-Comm Ins	0	44,374	0	0	4,034	20,170	4,034	8,068	52,442	52,442	64,544	0	8,482
8510-4010-41121 IP Acute-Comm Ins	32,841	16,392	4,157	0	12,660	14,822	49,312	11,761	41,244	5,823	11,224	43,207	18,219
8510-4071-41121 IP Acute-Comm Ins	424	0	0	0	0	0	0	0	0	0	0	0	0
8510-4230-41121 IP Acute-Comm Ins	0	0	0	105	0	0	0	0	0	0	0	0	0
8510-4420-41121 IP Acute-Comm Ins	0	133	0	0	29,693	0	7,473	49,049	0	354	71,342	0	212,558
8510-4421-41121 IP Acute-Comm Ins	0	0	0	164,165	0	0	0	0	0	185,056	0	0	210,052
8510-4470-41121 IP Acute-Comm Ins	0	0	0	0	0	0	205	0	53	0	0	0	0
8510-4530-41121 IP Acute-Comm Ins	33,763	70,773	1,578	7,202	9,582	28,601	45,028	19,910	38,555	12,669	18,728	41,007	8,570
8510-4620-41121 IP Acute-Comm Ins	0	1,632	0	3,552	2,468	0	0	1,958	88	1 411	543	543	1,219
8510-4540-41121 IP Acute-Comm Ins	2,620	8,726	0	476	476	958	1,551	0	4,336	513	513	2,763	0
8510-4570-41121 IP Acute-Comm Ins	0	0	0	0	0	0	0	0	47,825	0	0	0	0
8510-4590-41121 IP Acute-Comm Ins	7,145	19,295	535	535	535	21,529	13,304	5,694	19,503	8,540	977	25,045	1,154
8510-4620-41121 IP Acute-Comm Ins	0	1,437	0	0	0	0	0	0	0	0	0	0	0
8510-4630-41121 IP Acute-Comm Ins	13,147	14,912	0	0	693	5,544	4,710	6,388	8,049	1,388	2,043	11,093	2,032
8510-4631-41121 IP Acute-Comm Ins	306	147,842	0	0	0	0	0	832	832	0	0	19 142	0
8510-4650-41121 IP Acute-Comm Ins	0	0	0	0	0	5,935	0	0	0	0	0	0	0
8510-4660-41121 IP Acute-Comm Ins	0	0	0	0	0	6,766	5,974	0	5,417	5,626	0	13,515	5,993
8510-4670-41121 IP Acute-Comm Ins	553	3,157	0	0	1,648	0	0	0	9,364	3,193	0	0	7,765
8510-4680-41121 IP Acute-Comm Ins	14,684	14,183	0	0	3,558	14,536	6,804	14,971	4,666	0	0	21,742	3,387
13-41121 IP Acute-Comm Ins	712	0	0	0	0	0	0	0	0	0	0	0	0
10-41121 IP Acute-Comm Ins	23,744	63,991	276	19,848	8,760	12,970	33,129	21,244	35,919	23,765	20,550	38,419	25,629
20-41121 IP Acute-Comm Ins	129,665	203,421	626	638	12,299	29,824	60,581	23,170	41,745	33 445	49 468	43 445	1,960
730-41121 IP Acute-Comm Ins	19,164	17,584	0	0	0	6,366	4,964	0	3,540	6,310	1 770	8,591	1,770
10-4740-41121 IP Acute-Comm Ins	0	0	0	0	0	0	0	0	6,633	0	0	22,132	0
8510-4760-41121 IP Acute-Comm Ins	0	4,526	0	0	0	0	0	0	7,370	0	0	0	0
8510-4770-41121 IP Acute-Comm Ins	0	856	0	2,891	0	842	0	0	2,305	2,531	2,068	7,108	3,602
8510-4780-41121 IP Acute-Comm Ins	0	520	0	1,580	0	0	0	0	1,669	1,163	660	6,252	2,886
8510-4571-41101 IP Acute-Comm Ins	0	3,995	0	0	0	2,588	0	1,596	0	2,486	0	2,885	0
Total: IP Acute Comm Ins	460,310	1,155,013	11,505	243,124	124,096	259,006	445,088	238,419	478,866	418,437	266,749	495,455	575,920
IP Acute-Comm MgdCare													
8510-3010-41123 IP Acute-Comm MgdCare	629,325	321,856	321,856	447,520	643,310	209,775	209,775	643,310	335,640	727,220	1 146,770	405,555	97,896
8510-3011-41123 IP Acute-Comm MgdCare	181,805	181,805	167 520	167,520	69,825	55,940	111,880	69,825	41,895	69,825	83,910	83,910	27,970
8510-3151-41123 IP Acute-Comm MgdCare	1 089 892	1 116,768	801,996	1,228,935	640,028	851,689	788,399	763,280	710 159	985,228	576,762	844,845	815,776
8510-3170-41123 IP Acute-Comm MgdCare	450,882	691,089	703,804	423,184	426,286	350,442	614,336	523,065	417,099	218,672	372,574	360,120	373,574
8510-3171-41123 IP Acute-Comm MgdCare	160,172	124,460	100,976	121,870	153,209	124,834	194,546	60,399	73,123	198,474	167,483	226,330	252,612
8510-3172-41123 IP Acute-Comm MgdCare	4,034	0	4,034	0	0	16,136	112,953	44,374	68,535	99,816	121,020	48,408	112,953
8510-3173-41123 IP Acute-Comm MgdCare	112,952	153,664	133,122	161,530	96,816	52,442	116,988	153,292	24,204	100,850	116,988	165,394	104,884
8510-3188-41123 IP Acute-Comm MgdCare	0	0	0	0	3,482	0	0	3,482	0	0	0	3,482	0
8510-4010-41123 IP Acute-Comm MgdCare	189,676	188 171	250,526	271 442	319,145	218,382	270,491	238,291	271,629	333,025	315,947	229,830	243,625
8510-4071-41123 IP Acute-Comm MgdCare	0	0	312	0	0	0	0	0	0	0	0	0	0
8510-4181-41123 IP Acute-Comm MgdCare	0	0	0	0	0	0	8,525	8,525	0	40,888	0	0	0
8510-4230-41123 IP Acute-Comm MgdCare	834	1,561	1,249	1,004	2,583	829	8,449	975	523	2,625	1 157	1,723	1,574
8510-4420-41123 IP Acute-Comm MgdCare	1 457,385	1 998,009	1,658,442	1,263,705	2,040,394	2,234 426	2,072,014	1,588,947	1,485,433	1 400,578	1,580,589	1,740,234	1 735,893
8510-4421-41123 IP Acute-Comm MgdCare	552,902	1,440,217	1,804,116	753,265	604,232	638,865	818,245	692,400	392,378	797,736	757,731	918,660	318,324
8510-4470-41123 IP Acute-Comm MgdCare	360	242	2,697	1,530	1,844	316	1,409	3,529	1,094	1,147	8,965	3,732	1,206
8510-4500-41123 IP Acute-Comm MgdCare	545,951	668,551	535,760	530,394	477,710	407 196	542,689	526,557	448,735	528,351	538,165	557,697	452,293
8510-4520-41123 IP Acute-Comm MgdCare	26,573	41 416	30 160	37,292	23,744	30,858	45,932	39,140	35,829	64,578	39,700	40,091	45,477
8510-4540-41123 IP Acute-Comm MgdCare	40,281	70,700	52,969	51,062	51,316	25,935	48,497	50,581	39,691	49,714	52,854	33,669	29,884
8510-4570-41123 IP Acute-Comm MgdCare	395,373	114,524	192,580	438,211	197 763	259,462	561,963	207,325	150,001	304,327	575,592	913,098	29,001
8510-4590-41123 IP Acute-Comm MgdCare	138,005	130,244	111 495	178,721	123,977	131 853	144,530	123,044	110,380	161,165	159,747	192 760	131,702
8510-4620-41123 IP Acute-Comm MgdCare	1,437	0	2,874	4,311	2,874	4,311	1 437	1 437	2,874	0	5,748	2,874	0
8510-4630-41123 IP Acute-Comm MgdCare	143,193	169,458	128,559	128,680	128,682	86,364	123,522	170,677	84,189	97,515	155,723	127,405	80,815
8510-4631-41123 IP Acute-Comm MgdCare	134,343	89,538	119,057	20,915	15,419	16,931	153,038	190,297	80,765	84,450	201,585	79 184	326,091
8510-4650-41123 IP Acute-Comm MgdCare	48,002	21,830	19,840	49,731	34,845	11,872	21,745	83,332	69,137	47,995	60,571	8,998	68,631
8510-4660-41123 IP Acute-Comm MgdCare	56,047	62,724	74,338	49,388	79,588	103,886	69,873	118,731	51,732	118,405	108 037	113,549	91,291
8510-4670-41123 IP Acute-Comm MgdCare	81,579	84 100	52,928	52,535	49,605	30,077	28,850	77,573	39,918	47,224	83,918	71,269	65,146
8510-4580-41123 IP Acute-Comm MgdCare	156,064	153,814	200,225	144 525	142,209	142,658	142,750	294,750	157 135	173,348	254,129	173,985	78,230
8510-4680-41123 IP Acute-Comm MgdCare	0	0	837	0	0	0	0	1,530	0	0	0	0	0
8510-4710-41123 IP Acute-Comm MgdCare	852,194	988,649	867 161	827,581	437,903	391,827	688,762	798,773	554,269	818,201	1 151,602	696,105	841,227
8510-4720-41123 IP Acute-Comm MgdCare	83,482	136,663	278,592	211,304	355,362	121,899	121,884	348,596	277 119	294,547	473,969	198,760	40 432
8510-4730-41123 IP Acute-Comm MgdCare	24,329	42,660	49,183	68,754	53,798	39,310	54,067	80,345	42,667	76,959	82,829	37 135	18,060
8510-4740-41123 IP Acute-Comm MgdCare	42,940	47,398	108,100	62,550	31,830	0	5,633	33 196	8,633	110,692	121 725	33,196	77,482
8510-4760-41123 IP Acute-Comm MgdCare	60,606	14,560	36,177	64,560	29,958	41,170	55 160	31,431	60,918	63 184	81,588	99,871	106,795
8510-4770-41123 IP Acute-Comm MgdCare	72,735	93,600	102,240	76,830	76,829	78,017	100,386	75,801	74,500	70,745	78,157	79,927	74,088
8510-4780-41123 IP Acute-Comm MgdCare	0	5,363	4,555	5,451	847	1,011	4,284	3,077	10,048	1,388	20,345	12,432	1,389
8510-4790-41123 IP Acute-Comm MgdCare	30,165	29,839	42,660	26,356	21,560	26,749	39,857	22,917	24 163	28,617	29,947	36 436	30,111
8510-4571-41123 IP Acute-Comm MgdCare	31,972	55,074	34,626	40,851	34,167	24 169	41 168	22,630	14 105	23,193	28,291	34,319	22,620
Total: IP Acute-Comm MgdCare	7,841,875	9,356,550	9,140,439	8,622,402	7,303,615	6,764,537	8,181,525	8,366,805	6,199,435	7,852,840	9,745,093	8,245,209	6,063,364
IP Acute Comm at Risk													
8510-3010-41123 IP Acute-Comm At Risk	41,955	27,970	0	0	69,925	27,970	0	0	0	0	0	0	0
8510-3011-41123 IP Acute-Comm At Risk	13,985	0	0	0	0	0	0	0	0	0	0	0	0
8510-3151-41123 IP Acute-Comm At Risk	123,394	133,036	10,282	143,948	575,702	257,332	41 128	123,394	82,256	82,256	0	30,846	10,282
8510-3170-41123 IP Acute-Comm At Risk	13,928	48,748	3,482	41,784	13,928	27,856	52,230	35,302	20,892	6,964	0	0	0
8510-3171-41123 IP Acute-Comm At Risk	0	0	0	0	0	0	6,964	0	0	6,964	0	3,482	0
8510-3172-41123 IP Acute-Comm At Risk	0	0	0	0	0	0	0	0	0	0	0	0	4,034
8510-3173-41123 IP Acute-Comm At Risk	0	12,102	4,034	60,510	0	24,204	0	0	0	0	0	0	0
8510-4010-41123 IP Acute-Comm At Risk	7,039	22,781	0	5,754	20,076	10,037	4,631	10,036	5,859	5,031	0	13,857	0
8510-4181-41123 IP Acute-Comm At Risk	0	0	0	0	0	0	0	0	0	1,364	0	0	0
8510-4230-41123 IP Acute-Comm At Risk	0	74	0	37	0	0	0	0	0	0	0	0	0
8510-4420-41123 IP Acute-Comm At Risk	0	142,554	0	62,348	0	0	10,525	30,915	8,149	54,222	0	0	0
8510-4421-41123 IP Acute-Comm At Risk	0	0	0	0	0	0	0	0	0	0	0	0	0
8510-4500-41123 IP Acute-Comm At Risk	33,507	38,504	4,914	46,876	101 148	59,732	27,764	27,650	22,856	29,523	0	14,627	4,027
8510-4520-41123 IP Acute-Comm At Risk	1,713	3,541	0	2,117	0	1,114	372	848	302	372	0	0	0
8510-4540-41123 IP Acute-Comm At Risk	4,959	1,125	0	4,261	3,694	5,132	791	1,223	0	513	0	1,228	0
8510-4570-41123 IP Acute-Comm At Risk	0	15,405	0	0	35,822	0	42,007	18,999	0	121,032	0	0	0
8510-4590-41123 IP Acute-Comm At Risk	6,075	3,069	8,645	8,810	19,265	1,970	13,304	29,896	20,564	17,774	0	1 154	577
4530-41123 IP Acute-Comm At Risk	1,437	0	0	0	1,437	0	0	0	0	0	0	0	0
1-41123 IP Acute-Comm At Risk	2,815	8,994	1,368	11,859	12,295	4,409	3,685	1,445	794	2,072	0	1,970	683
1-41123 IP Acute-Comm At Risk	107,921	0	0	70,863	15,650	24,325	47,804	0	24,883	0	0	0	0
1-41123 IP Acute-Comm At Risk	8,058	7,037	0	0	8,603	7,395	0	11,972	8,908	8,772	0	0	0
1-41123 IP Acute-Comm At Risk	0	23,585	0	19,345	13,515	0	4,526	12,534	4,526	6,788	0	0	0
8510-4570-41123 IP Acute-Comm At Risk	4,544	0	0	553	8,656	1,781	3,167	0	0	0	0	4,524	3,107
8510-4590-41123 IP Acute-Comm At Risk	10,305	12,192	0	12,910	18,456	8,151	6,804	6,894	0	6,894	0	6,894	0
8510-4710-41123 IP Acute-Comm At Risk	34,207	26,803	7,547	31,482	84,904	43,071	29,004	28 174	18,324	13,941	0	3,125	1,352

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8510-4720-41123 IP Acute-Cases At Risk	10 175	14,244	0	13	114,206	48,202	0	0	18	4,554	0	0	0
8510-4730-41123 IP Acute-Cases At Risk	0	1,281	0	1,697	8,388	10,554	0	0	1,770	0	0	0	0
8510-4740-41123 IP Acute-Cases At Risk	10,510	0	0	0	69,336	52,550	0	6,533	0	6,533	0	0	0
8510-4760-41123 IP Acute-Cases At Risk	0	0	3,133	59,709	0	12,053	0	0	0	0	0	0	0
8510-4770-41123 IP Acute-Cases At Risk	2,751	7,400	0	4,743	18,336	3,019	0	1,542	0	1,028	0	0	0
8510-4780-41123 IP Acute-Cases At Risk	0	0	0	0	10,580	3,033	0	0	0	1,389	0	0	0
8510-4790-41123 IP Acute-Cases At Risk	1,351	8,505	0	743	6,268	0	0	0	983	992	0	0	0
8510-4871-41123 IP Acute-Cases At Risk	2,668	0	0	1,521	2,502	3,117	8,517	2,668	1,668	2,668	0	1,521	0
Total: IP Acute Cases at Risk	444,858	853,457	41,324	611,390	1,247,687	668,654	301,210	360,200	217,880	353,219	0	83,168	24 152
WIC Comp:													
8510-3151-41131 IP Acute-WIC	0	0	0	41 128	0	0	0	0	41,128	0	0	0	0
8510-3170-41131 IP Acute-WIC	38,302	0	27,856	5,964	59,712	59,104	0	59,104	27,856	27,856	20,892	97 496	62,676
8510-3171-41131 IP Acute-WIC	0	0	24,374	0	0	0	0	0	0	0	0	24,374	0
8510-3173-41131 IP Acute-WIC	0	29,238	0	0	0	0	0	0	0	0	0	0	0
8510-4010-41131 IP Acute-WIC	0	5,188	6,264	0	0	5,043	0	5,887	14,743	0	0	13,618	0
8510-4230-41131 IP Acute-WIC	74	0	74	37	108	103	0	155	45	0	0	0	0
8510-4420-41131 IP Acute-WIC	316,668	11 128	127,589	126,537	258,407	208,944	0	355,845	128,931	190 612	62,631	400,310	431 153
8510-4470-41131 IP Acute-WIC	0	0	0	0	0	1,818	0	0	0	0	0	2,023	0
8510-4500-41131 IP Acute-WIC	7,221	10,016	13,523	6,807	6,537	6,376	0	11,732	24,248	8,597	8,909	20,163	6,332
8510-4520-41131 IP Acute-WIC	826	196	1,049	419	1,952	1,008	0	2,715	1,304	2,888	1 086	3,554	962
8510-4540-41131 IP Acute-WIC	2,370	0	2,811	1 185	4,411	0	0	1,431	818	2,349	0	4,966	1,323
8510-4590-41131 IP Acute-WIC	0	535	535	5,075	0	535	0	977	15,526	577	0	577	0
8510-4600-41131 IP Acute-WIC	2,200	593	0	887	3,092	4,486	0	4,782	12 645	918	1,314	13,258	2,212
8510-4631-41131 IP Acute-WIC	0	0	0	0	0	0	0	0	532	0	0	329	0
8510-4650-41131 IP Acute-WIC	0	0	5,693	0	0	5,693	0	4,339	6,926	0	0	7,816	0
8510-4660-41131 IP Acute-WIC	0	0	0	0	0	0	0	5,974	8,758	0	0	7,697	0
8510-4670-41131 IP Acute-WIC	0	0	0	0	0	0	0	0	951	0	0	951	0
8510-4680-41131 IP Acute-WIC	0	3,831	0	0	3,449	0	0	8,252	0	0	0	13,314	0
8510-4710-41131 IP Acute-WIC	12,853	9,673	25,576	15,602	29,060	16,702	0	38,633	19 475	18,805	16,782	65,704	21,324
8510-4730-41131 IP Acute-WIC	30	0	0	0	28	0	0	38	0	38	38	68	0
8510-4730-41131 IP Acute-WIC	0	0	0	0	2,662	0	0	0	0	0	0	1,231	0
8510-4770-41131 IP Acute-WIC	9,979	0	5,170	2,762	14,894	13,294	0	18,808	5,600	5,555	7,104	25,177	15,471
8510-4780-41131 IP Acute-WIC	2,455	0	1,205	743	6,643	4,380	0	5,883	1,908	2,782	3,334	12,606	5,439
8510-4871-41131 IP Acute-WIC	2,466	0	2,466	0	4,872	0	0	7,458	5,004	4,872	2,466	9,944	7,458
Total: WIC Comp	294 767	89,205	247,097	212,178	400,154	329,618	0	534,892	312,097	265,436	152,554	726,693	555,337
Medicare:													
8510-3010-41141 IP Acute-Medicare	3,034 745	2,209,532	2,529,337	2,478,395	2,797,000	2,978,806	3,079,700	3,005,775	2,478,345	3,018,525	3,048,730	3,384,370	2,433,390
8510-3011-41141 IP Acute-Medicare	41 955	41,955	83 910	27,970	153,635	153,635	83,910	125,865	55,940	153,635	41,955	41,955	83,910
8510-3151-41141 IP Acute-Medicare	6,057,737	5,333,540	5,691,305	5,023,203	5,923,656	5,722,057	6,416,382	7 072 498	7,273,769	6,995,972	4,002,242	4,200,000	4 463,919
8510-3170-41141 IP Acute-Medicare	2,180,246	2,056,882	1,939,436	1,631 717	1,822,969	2,173,556	1,953,113	2,642,838	2,035,852	2,336,376	2,199,661	2,269,330	2,199,227
8510-3171-41141 IP Acute-Medicare	1,110,940	1,166,808	1,343,348	1 094 411	989,015	1,045,151	952,591	1,830,193	858,440	1,278,278	901,618	1,228,853	1,184,450
8510-3172-41141 IP Acute-Medicare	24,204	29,238	24,204	24,204	58,578	225,904	70 1,915	593,845	457,944	512,918	304,822	350,958	205,734
8510-3173-41141 IP Acute-Medicare	760,864	810,834	1,000,432	637,372	898,648	1,000 432	782,566	875,376	535,039	640,472	726,120	882,668	695,760
8510-3180-41141 IP Acute-Medicare	6,864	6,864	3,482	(3,864)	0	3,482	(3,482)	0	0	6,864	(10 446)	0	6,864
8510-3350-41141 IP Acute-Medicare	13,026	0	0	0	0	0	0	0	0	0	0	0	0
8510-4010-41141 IP Acute-Medicare	1,323,855	1,343,424	1,418,264	1,312,960	1,568,231	1,490,039	2,184,877	2,067,833	1 828,542	1,800,031	2,023,176	1,370,868	2,076,122
8510-4211-41141 IP Acute-Medicare	1,818	1,864	780	238	7,704	5,739	8,291	12,057	4,074	8,043	2,118	6,000	4,128
8510-4270-41141 IP Acute-Medicare	953	0	1,775	0	508	375	445	0	330	0	0	0	1,000
8510-4302-41141 IP Acute-Medicare	424	318	450	212	424	212	0	474	0	240	600	720	0
8510-4131-41141 IP Acute-Medicare	24 422	18,728	212	0	79,868	59,638	72,772	73 400	30,245	36,354	125,590	271,779	47,629
8510-4230-41141 IP Acute-Medicare	8,833	1,131	3,200	3,950	8,092	6,396	1 734	2,521	5,818	12,466	8,892	8,830	13,928
8510-4420-41141 IP Acute-Medicare	5,955,473	6,574,542	6,039,357	6,183,117	5,950 128	6,053,118	5,432,574	7 059 427	6,942,335	7,916,980	5,973,076	6,788,804	6,273,196
8510-4421-41141 IP Acute-Medicare	0	472,309	428,186	229,687	414,368	624,483	414,253	409,724	345,572	309,126	262,154	188,074	418,923
8510-4470-41141 IP Acute-Medicare	7,218	(143,020)	11,293	5,625	2,957	9,345	1,901	18,573	15,357	15,809	17,525	22,186	11,845
8510-4500-41141 IP Acute-Medicare	3,237,985	2,995,774	3,096,586	3,010,091	2,886,283	3,451,530	3,484,475	3,891,555	3,417,619	3,564,255	3,002,300	3,118,112	3,250,553
8510-4520-41141 IP Acute-Medicare	107,353	82,772	80,201	85,940	76,703	104,171	101,157	145,952	178,673	126,348	143,061	110,139	155,480
8510-4540-41141 IP Acute-Medicare	238,769	253,267	229,660	169,209	212,592	205,255	237,493	268,199	238,777	263,112	251 734	252,073	229,250
8510-4570-41141 IP Acute-Medicare	440,556	852,041	853,857	1,192,011	849,017	365,054	222,465	894,960	1,650,535	1,392,435	518,442	948,521	2,075,556
8510-4590-41141 IP Acute-Medicare	853,757	722,610	839 109	524,053	754,307	831,854	863,719	952,612	1,000,420	1 057 027	852,580	959,053	844 010
8510-4610-41141 IP Acute-Medicare	0	1,573	0	3,893	0	2,207	0	0	0	0	8,473	0	0
13-4520-41141 IP Acute-Medicare	32,181	26,240	27,303	18,681	23,119	17,244	14,370	30,174	17,244	29,868	11 496	22,992	31,858
30-4141 IP Acute-Medicare	706,838	613,255	695,823	606,000	722,849	763,033	770,498	892,937	770,792	850,840	857,763	728,045	692,259
31-4141 IP Acute-Medicare	686,443	662,995	691 628	524,194	671 855	944,882	864,365	939,866	765,332	899,032	844,681	1,029,014	1 135,897
38-4141 IP Acute-Medicare	0	0	0	0	0	0	0	0	0	0	0	1,779	0
90-4141 IP Acute-Medicare	135,744	169,125	120,345	143,733	218,103	181,063	138,705	188,817	183,068	182,400	176,025	189,527	106,094
8510-4200-41141 IP Acute-Medicare	222,760	312,582	274,605	248,207	302,966	408,553	383,068	273,572	234,315	494,817	237,600	345,094	310,765
8510-4570-41141 IP Acute-Medicare	338,099	310,015	303,321	278,835	297,004	330,834	328,155	316,476	357,589	338,791	311,347	333,412	333,838
8510-4580-41141 IP Acute-Medicare	781 012	748,808	859,041	574,765	831 006	798,971	1 197,368	1 089 715	1,096,131	1 097,744	1,018,981	1,177,697	1,149,040
8510-4691-41141 IP Acute-Medicare	1,891	679	1,512	0	378	0	0	972	0	764	0	764	779
8510-4693-41141 IP Acute-Medicare	2,068	532	2,657	712	7,147	2,288	1,910	7,338	2,470	2,638	3,765	1,544	2,574
8510-4710-41141 IP Acute-Medicare	3,220,757	2,905,397	2,527 193	2,104,809	2,657,650	3,207,853	3,259,814	4,254,256	3,404,330	3,733,321	3,358,251	3,825,664	3,599,143
8510-4720-41141 IP Acute-Medicare	2,491 420	1 442,033	1,936,652	1,680,245	1,928,536	2,723,238	2,705,831	3,753,048	2,847,370	2,982,416	2,305,050	2,422,074	1,858,445
8510-4730-41141 IP Acute-Medicare	898,882	169,248	249,824	257,912	283,728	351,470	341,160	425,573	354,823	352,527	325,051	311,348	330 576
8510-4740-41141 IP Acute-Medicare	913,525	1 091,810	1,072,020	830,600	688,405	768,720	855,152	1,383,250	896,346	1,638,174	841,016	2,352,443	(1,339 447)
8510-4760-41141 IP Acute-Medicare	271,345	135,592	252,841	129,658	242,087	214,821	252,477	248,027	268,689	206,472	232,266	194,856	230,631
8510-4770-41141 IP Acute-Medicare	600,841	413,154	353,411	315,767	391 047	418,173	404,248	599,218	490,892	534,520	475,492	580,348	513,264
8510-4780-41141 IP Acute-Medicare	29,852	32,476	37,223	38,502	41,125	53,705	58,276	100,729	74,125	83,843	75,109	78,586	86,432
8510-4790-41141 IP Acute-Medicare	158,909	129,521	127,599	118,556	113,662	154 011	148,730	185,778	174,826	228,051	170,428	226,254	231,958
8510-4862-41141 IP Acute-Medicare	0	0	0	0	0	0	0	0	415	0	0	0	0
8510-4868-41141 IP Acute-Medicare	2,193	2,921	2,525	1,278	3,064	6,385	4,819	2,882	4,379	7,575	3,051	2,905	1,265
8510-4871-41141 IP Acute-Medicare	142,852	121,006	164,209	105,600	158,089	134,881	148,161	171,130	141,032	120,824	159,505	147,240	127,697
Total: Medicare	37,999,292	34,755,196	35,181,715	31,147,809	35,088,163	39,615,697	39,699,612	45,723,842	41,574,091	45,417,032	36,659,984	42,528,434	38 123 100
Medicare MgdCare													
8510-3010-41142 IP Acute-Medicare MgdCare	631 430	1,095,839	1,148,770	1,043,875	957 884	1,018,479	1,052,660	761,205	1,076,845	1,216,695	1,342,660	631,430	797,145
8510-3011-41142 IP Acute-Medicare MgdCare	13,985	27,970	97,895	111,880	69,925	55,940	27,970	69,940	13,985	83,910	27,970	13,985	27,970
8510-3151-41142 IP Acute-Medicare MgdCare	1,791,027	2,200,348	1,963,280	2,396,705	2,818,997	2,323,732	2,504,121	2,442,286	1,686,288	3,300,622	2,068,253	2,323,317	1 763,059
8510-3170-41142 IP Acute-Medicare MgdCare	362,128	575,581	400,430	472,447	558,454	404,444	564,084	518,818	472,494	648,885	591,240	605,868	529,963
8510-3171-41142 IP Acute-Medicare MgdCare	257,955	247,222	250,704	194,992	208,920	264 632	334,272	230,630	228,330	231,762	348,154	283,303	271,696
8510-3172-41142 IP Acute-Medicare MgdCare	8,068	20 170	12,102	4,034	4,034	20,170	128,088	189,988	126,088	44,374	205,734	44,374	129,088
8510-3173-41142 IP Acute-Medicare MgdCare	137,155	157,335	115,985	201 700	173,462	72,612	161,300	112,952	108,918	169 428	137 155	273,348	242,628
8510-4010-41142 IP Acute-Medicare MgdCare	355,251	442,944	397,483	528,919	434,904	527 125	762,117	521 882	668,868	600 659	826,324	550,091	729,428
8510-4131-41142 IP Acute-Medicare MgdCare	0	11,794	21,432	32,478	0	30,172	0	0	22,475	34,503	10,526	0	39,480
8510-4230-41142 IP Acute-Medicare MgdCare	177	414	355	553	2,473	822	762	1,779	844	0	42	295	1,227
8510-4420-41142 IP Acute-Medicare MgdCare	600 554	1 165,620	916,152	1,073,436	1,191,844	717,946	1 764 068	1,387,744	1,204,074	1,209,009	1,137,476	1,948,090	1,676,075
8510-4421-41142 IP Acute-Medicare MgdCare	0	10,815	537,983	177 120	388,804	295,933	115,445	416,833	125,415	235,146	223,884	77,225	83,172
8510-4470-41142 IP Acute-Medicare MgdCare	8,288	3,953	2,744	4,111	3,450	300	1 934	4,354	3,915	4,529	6,577	5,714	4 779
8510-4500-41142 IP Acute-Medicare MgdCare	698,331	918,644	779,702	952,855	597,506	938,103	1,092,917	1 014,576	848,715	1 155,454	1,151,841	1 032,611	1,108,450
8510-4520-41142 IP Acute-Medicare MgdCare	23,058	29,064	19,041	27,908	29,376	31,864	40 497	32,021	48,424	39,574	37,339	47 130	43,048
8510-4540-41142 IP Acute-Medicare MgdCare	51,335	65,376	37,482	45,181	57,753	55,867	76,512	69,236	51,327	60,354	76,563	62,233	62,769
8510-4570-41142 IP Acute-Medicare MgdCare	255,550	190,097	535,854	244,942	769,360	547,255	398,006	260,068	581,853	530 103	1,491,543	603,603	648,402
8510-4590-41142 IP Acute-Medicare MgdCare	273,833	332,747	242,210	348,454	328,298	315 143	375,117	373,599	298,784	458,931	408,238	447,885	410,113
8510-4610-41142 IP Acute-Medicare MgdCare	1,873	0	0	0	0	0	0	0	0	0	5,102	0	5,102
8510-4620-41142 IP Acute-Medicare MgdCare	12,823	7 155	7,248	8,703	11,498	8,703	8,622	2,874	12,933	1,437	10,059	2,874	24,420
8510-4630-41142 IP Acute-Medicare MgdCare	159, 195	221,825	191,825	251,809	222,494	188,157	268,538	213,025	214,566	318,877	243,722	235,808	242,994
8510-4631-41142 IP Acute-Medicare MgdCare	597,259	191,327	74,979	157 719	358,315	89,839	378,328	538,859	125,805	331,262	518,430	355,150	23,262
8510-4650-41142 IP Acute-Medicare MgdCare	69,800	85,741	80,014	85,845	113,663	71,062	133,978	106,369	89,560	85,187	125,194	140,753	84,784
8510-4660-41142 IP Acute-Medicare MgdCare	122,814	105,074	96 426	87,650	141,092	84,828	139,078	119,235	134,721	148,634	128,609	140,415	127,268
8510-4670-41142 IP Acute-Medicare MgdCare	70,407	97,297	66,842	87,595	69,164	97,450	89,589	83,494	59,743	91,105	85,374	98,853	106,382
8510-4680-41142 IP Acute-Medicare MgdCare	252,092	264,832	293,769	324,242	353,694	284,391	353,852	400,185	355,065	478,217	383,501	376,806	433,311
8510-4683-41142 IP Acute-Medicare MgdCare	0	0	0	0	0	0	0	0	0	0	637	0	0
8510-4710-41142 IP Acute-Medicare MgdCare	430,325	613,045	623,010	598,995	532,873	550,410	1,002,523	854,884	891 123	847,560	891,324	726,121	995,089
8510-4720-41142 IP Acute-Medicare MgdCare	371 155	397 611	765,879	716,455	937,325	718,057	912,883	735,457	795,577	923,448	1,010,283	841,260	757,341
8510-4730-41142 IP Acute-Medicare MgdCare	43,678	70,448	86,571	101,332	94,857	74,430	122,604	84,251	104,351	148,728	139,729	107 068	112,333
8510-4740-41142 IP Acute-Medicare MgdCare	62,650	84,260	147 140	126,120	147 140	42,040	144,943	143,858	221,320	160,457	143,858	110,650	170,650
8510-4760-41142 IP Acute-Medicare MgdCare	38,041	61,244	67,008	91,929	112,142	69 135	70,004	119,780	79,709	103,421	308,362	203,115	114,157
8510-4770-41142 IP Acute-Medicare MgdCare	62,433	108,157	76,852	120,020	110,459	82,599	136,357	139 783	110,967	132,000	145,030	145,065	154,360
8510-4780-41142 IP Acute-Medicare MgdCare	8,360	8,037	10,041	12,919	13,788	22,915	19 199	14,209	20 497	25,339	30,115	20,135	40,815
8510-4790-41142 IP Acute-Medicare MgdCare	33,394	30,812	25,418	37,359	33,825	32,067	41,034	45,209	46,557	37,007	50,864	50,891	60,035
8510-4871-41142 IP Acute-Medicare MgdCare	48,821	53,942	54,382	74,729	77 145	27,814	52,206	35,535	43,795	37 126	84,788	39 450	51,211
Total: Medicare MgdCare	7,822,990	9,901,864	10,066,340	11,002,252	12,612,203	10,079,005	13,351,998	12,088,738	10,884,585	14,054,295	14,478,500	12,179 670	12,268,694
Medicare Risk:													
8510-3010-41143 IP Acute-Medicare At Risk	293,685	126,855	293,685	631 430	237,765	617 445	620,325	601,355	1,210,925	923,010	391,590	293,685	187 620
8510-3011-41143 IP Acute-Medicare At Risk	13,985	0	0	0	0	0	0	0	0	41,955	0	13,985	0
8510-3151-41143 IP Acute-Medicare At Risk	1,098,045	760,858	1,321,834	1 120,738	1,173,362	853,655	1,336,060	1,243,984	1,609,632	1,705,912	1 151,554	904,815	402,400
8510-3170-41143 IP Acute-Medicare At Risk	347,262	104,992	309,892	303,783	270,319	365,810	379,269	308,415	204,320	275,907	247,222	276,076	193,674
8510-3171-41143 IP Acute-Medicare At Risk	125,352	147,851	95,712	102 695	121,870	83,568	233,294	192,112	59,104	68,640	128,834	69,640	121 870
8510-3172-41143 IP Acute-Medicare At Risk	0	12,102	4,034	0	4,034	28,235	0	68,476	44,374	60,510	53,578	44,374	32,272
10-3173-41143 IP Acute-Medicare At Risk	52,442	44,374	48,408	68,578	68,578	133,122	38,305	68,476	56,478	181,360	104,594	112,883	129,088
3188-41143 IP Acute-Medicare At Risk	3,482	0	0	3,482	0	0	0	0	0	0	0	0	0
10-4143 IP Acute-Medicare At Risk	151,262	95,225	232,024	157,921	152,630	153,045	276,537	230,225	258,579	217,545	240,444	198,987	199,553
81-4143 IP Acute-Medicare At Risk	24,741	22,842	0	0	0	0	0	0	0	30,042	67,676	0	6,852
0-4143 IP Acute-Medicare At Risk	155	259	1,279	254	227	155	312	174	205	0	0	0	1,022
10-4420-41143 IP Acute-Medicare At Risk	473,397	608,135	611,601	592,363	470,691	703,659	747 030	408,397	841,230	1,153,232	814,705	858,115	937,884
8510-4421-41143 IP Acute-Medicare At Risk	0	5,529	0	0	0	0	0	0	0	66,604	0	0	68,028
8510-4470-41143 IP Acute-Medicare At Risk	1,253	0	2,532	698	258	322	360	1,216	1,597	4,055	1,307	2,146	2,691
8510-4500-41143 IP Acute-Medicare At Risk	394,602	292,542	416,005	429,910	326,900	406,940	534,091	453,622	563,619	602,185	471,621	372,716	353,480

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8510-4520-41143 IP Acute-Medicare At Risk	10,828	14,978	14,825	15,946	7,653	14,994	21,770	7,977	13,578	45,692	12,650	17,888	18,934
8510-4540-41143 IP Acute-Medicare At Risk	32,518	18,020	14,730	19,217	22,412	37,674	44,251	24,849	72,100	64,896	27,535	22,998	20,277
8510-4570-41143 IP Acute-Medicare At Risk	202,001	0	173,519	214,610	126,270	119,028	169,515	120,256	224,850	219,604	218,909	616,761	171,330
8510-4580-41143 IP Acute-Medicare At Risk	113,825	84,584	158,909	118,577	113,545	103,699	147,307	100,039	164,486	197,080	131,069	129,286	111,330
8510-4610-41143 IP Acute-Medicare At Risk	0	0	0	0	0	0	0	5,473	0	0	0	0	0
8510-4620-41143 IP Acute-Medicare At Risk	5,743	2,874	4,311	10,059	4,311	4,311	1,437	5,745	14,364	5,022	0	1,437	1,437
8510-4630-41143 IP Acute-Medicare At Risk	66,424	72,579	66,776	69,391	64,809	62,624	144,004	104,276	110,022	148,746	57,640	69,795	60,059
8510-4631-41143 IP Acute-Medicare At Risk	123,473	1,139	209,332	135,321	105,098	98,054	274,371	337,527	313,401	194,800	23,302	92,224	19,888
8510-4650-41143 IP Acute-Medicare At Risk	43,749	42,222	34,497	21 111	24,845	29,453	33,168	48,268	41,400	58,415	38,096	51,917	29,880
8510-4660-41143 IP Acute-Medicare At Risk	32,575	5,758	66,878	69,869	39,933	12,176	59,857	67,773	47,305	48,258	30,310	43,833	31,420
8510-4670-41143 IP Acute-Medicare At Risk	23,136	23,711	27,958	25,913	20,211	21,973	71,883	25,824	41,725	34,991	20,504	31,841	25,616
8510-4680-41143 IP Acute-Medicare At Risk	103,172	62,564	113,659	141,001	127 733	152,138	180,525	143,657	131,185	213,813	112,340	117,778	59 454
8510-4710-41143 IP Acute-Medicare At Risk	268,276	263,881	272,791	298,053	253,660	326,971	609,628	404,977	598,729	721,455	400,314	325,761	316,605
8510-4720-41143 IP Acute-Medicare At Risk	307,504	148,054	153,806	251,527	227,813	309,273	594,897	733,160	1,240,209	1,252,200	631 725	399,036	203,106
8510-4730-41143 IP Acute-Medicare At Risk	25,568	18,048	37,800	35,731	35,269	31 148	69,733	111,841	105,655	105,176	53,143	34,729	25,575
8510-4740-41143 IP Acute-Medicare At Risk	80,335	62,550	62,550	76,525	62,550	62,040	69 427	27,855	248,985	210,264	188,122	23,132	27,855
8510-4760-41143 IP Acute-Medicare At Risk	48 103	13,304	23,233	35,372	26,121	26,581	30,205	10,358	47,224	42,007	31,573	34,524	59,488
8510-4770-41143 IP Acute-Medicare At Risk	40,636	34,271	37,061	69,003	49,493	54,708	69,729	69,002	76,638	97,305	77,244	54,583	54,138
8510-4780-41143 IP Acute-Medicare At Risk	3,886	2,541	12,852	7,620	9,656	6,058	10,734	30,591	24,208	21,048	8,429	12,460	15,836
8510-4820-41143 IP Acute-Medicare At Risk	22,915	10,735	22,378	24,523	27,857	17,883	29,634	27,323	39,692	42,983	32,576	29,260	29,678
8510-4571-41143 IP Acute-Medicare At Risk	29 439	12,818	40,760	18,542	30,242	20,076	46,284	27,804	37,814	18,613	24,765	31,037	18,910
Total: Medicare Risk	4,666,662	3,173,574	4,696,299	5,183,618	4,265,019	4,697,353	6,897,325	6,035,995	8,575,259	9,545,865	5,890,990	5,910,392	5,914,001
Medi-Cal:													
8510-3010-41151 IP Acute-Medi-Cal	825,118	391,580	601,355	537,345	539,325	307,670	727,220	1 076,845	699,250	141,205	601,355	543,415	489,476
8510-3011-41151 IP Acute-Medi-Cal	13,985	13,985	13,985	69,925	13,985	0	13,985	0	41,956	13,985	27,970	27,970	27,970
8510-3151-41151 IP Acute-Medi-Cal	1,125,700	647,756	658,894	925,380	1,028,200	1,221,558	823,405	1,758,350	1,295,250	601,396	932,842	720 022	771 150
8510-3170-41151 IP Acute-Medi-Cal	383,912	341,236	520,715	504,890	259,914	418,529	449 178	422,110	594,576	706,845	646,228	414,358	450,882
8510-3171-41151 IP Acute-Medi-Cal	137,942	153,206	207,346	191,510	257 045	306,693	104,460	151,534	222,848	142,762	353,059	197,136	205,428
8510-3172-41151 IP Acute-Medi-Cal	0	4,034	0	0	8,068	44,374	108,918	197,665	338,855	56,476	153,292	108,918	24,204
8510-3173-41151 IP Acute-Medi-Cal	53,442	76,648	149,256	112,852	48,408	141,150	268,264	133,122	133,122	84,714	72,612	112,852	169,428
8510-3185-41151 IP Acute-Medi-Cal	13,826	0	0	0	0	0	0	0	0	0	0	0	0
8510-4510-41151 IP Acute-Medi-Cal	340,617	378,376	378,027	414,133	443,011	372,109	660,000	642 641	823,483	398,055	602,659	436,258	621,947
8510-4521-41151 IP Acute-Medi-Cal	0	0	0	0	0	29 453	8,854	0	66,201	37,722	14 405	6,931	0
8510-4530-41151 IP Acute-Medi-Cal	0	74	37	37	0	0	25	0	914	3,632	0	1,648	0
8510-4620-41151 IP Acute-Medi-Cal	194,043	551,482	234,414	294,149	185,280	257,529	507,360	459,205	427,273	191 499	413,400	653,599	397,783
8510-4621-41151 IP Acute-Medi-Cal	111,824	30 464	68,260	174,017	192,931	77 434	18,529	63,095	205,397	0	0	205,164	29,228
8510-4570-41151 IP Acute-Medi-Cal	142	891	2,734	42	1,639	0	3,944	6,104	311	4,899	635	1,570	
8510-4580-41151 IP Acute-Medi-Cal	504,852	497,196	511,355	532,376	517,718	520,533	660,568	599,855	574,573	574,178	743,938	677,626	676,406
8510-4520-41151 IP Acute-Medi-Cal	1,432	7,532	6,337	10,892	7,545	7 145	8,892	17,814	24,895	20 421	39,552	5,859	11,293
8510-4540-41151 IP Acute-Medi-Cal	31,088	30,523	30,248	29 410	42,571	30,212	29,348	41,124	36,756	41,272	43,308	25,631	19,709
8510-4590-41151 IP Acute-Medi-Cal	151,079	64,365	42,185	59,101	61,042	96,813	22,488	92,157	302,690	136,084	114,033	0	0
8510-4590-41151 IP Acute-Medi-Cal	187 734	120,434	144,030	162,268	130,479	169,333	141,864	192,761	239 601	151,020	195,364	133,821	189,205
8510-4510-41151 IP Acute-Medi-Cal	0	0	0	1,973	0	0	0	0	0	5,473	0	0	7,535
8510-4520-41151 IP Acute-Medi-Cal	2,874	8,743	2,874	2,874	2,874	1 437	0	8,745	4,311	8,746	2,874	2,874	2,874
8510-4630-41151 IP Acute-Medi-Cal	98,393	74,852	113,805	77 152	93,857	99,373	114,668	170,147	137,472	96,038	152,342	98,889	99 193
8510-4631-41151 IP Acute-Medi-Cal	84,859	58,859	152,739	90,579	30,905	80 458	134,470	159 723	290,891	238,688	379,330	191,588	119,578
8510-4650-41151 IP Acute-Medi-Cal	39,185	27,529	39,919	70,026	48,374	10,521	28,572	25 407	7,816	18,660	28,507	12,780	55,580
8510-4660-41151 IP Acute-Medi-Cal	67,807	73,139	77,763	68,386	23,054	87,740	52,324	114,700	69,713	83,203	117,321	122,570	85,925
8510-4670-41151 IP Acute-Medi-Cal	38,764	46,267	48 497	52,302	44,982	48,871	43,010	61,213	88,110	35,026	84,521	49 177	60 119
8510-4680-41151 IP Acute-Medi-Cal	138,344	151,013	207,811	170,130	131,274	198,311	181,633	305,609	327,109	203,779	312,537	203,103	230,054
8510-4691-41151 IP Acute-Medi-Cal	0	0	0	0	0	0	0	0	0	0	2,144	0	0
8510-4710-41151 IP Acute-Medi-Cal	321,244	268,309	479,143	312,150	347,758	344,864	527 606	774,660	757,172	395,814	816,786	451,462	396,912
8510-4720-41151 IP Acute-Medi-Cal	410,093	160,989	248,978	312,253	398,771	545,794	513,818	947,254	762,923	678,648	673,065	373,945	399,911
8510-4730-41151 IP Acute-Medi-Cal	61,243	23,323	28,430	30,992	65,268	67,764	40 464	131,735	76,878	61,764	86,185	53,429	37,473
8510-4740-41151 IP Acute-Medi-Cal	69,645	69,315	63,000	73,825	94,690	94,090	143,024	182,269	127,268	127,269	110,650	121,735	44,254
8510-4760-41151 IP Acute-Medi-Cal	12,592	29,832	41,392	23,272	27,598	33,858	33,575	60,351	65,856	52,147	69,957	8,268	37,495
8510-4770-41151 IP Acute-Medi-Cal	44,203	22,852	36,937	47 182	34,563	48,619	42,594	81,690	62,377	84,863	73,668	71,356	70,771
8510-4780-41151 IP Acute-Medi-Cal	5,072	1,594	3,198	847	11,455	4,214	3,435	14,748	13,112	6,931	1,389	10,820	8,789
8510-4790-41151 IP Acute-Medi-Cal	14,083	10,977	21,260	29,084	13,691	20,873	18,393	27,525	48 476	36,961	34 477	42,574	33,267
8510-4868-41151 IP Acute-Medi-Cal	0	0	0	0	0	0	391	0	0	0	0	0	0
8510-4571-41151 IP Acute-Medi-Cal	23 427	15,300	29,610	30,695	11 453	36 425	25,324	32,102	32,835	25,838	24,376	17,890	25,360
Total: Medi-Cal	5,327,231	4,329,882	5,140,532	5,104,519	5,199,243	5,602,245	6,379,598	9,307,060	8 902,364	6,068,327	7,379,771	6,006,552	6,012,180
-Cal MgdCare:													
10-41152 IP Acute-Medi-Cal MgdCare	839,100	661,055	950,980	1,314,590	945,415	853,065	972,376	1 532,035	1,148,770	1 440 455	2,041,210	1,314,590	1,021,155
3011-41152 IP Acute-Medi-Cal MgdCare	13,985	41,955	0	41,955	13,985	27,970	27,970	69,925	69,925	41,955	27,970	0	0
8510-3151-41152 IP Acute-Medi-Cal MgdCare	2,056,400	1,802,170	1,861,606	2,152,849	2,313,450	2,385,424	3,033,160	2,662,092	2,152,230	2,550,524	1,934,883	1,709,358	1,984 708
8510-3170-41152 IP Acute-Medi-Cal MgdCare	651,134	459,855	762,920	815,338	690,156	729,098	812,284	951,524	842,981	855,052	852,428	664 094	616,336
8510-3171-41152 IP Acute-Medi-Cal MgdCare	538,225	685,841	622,384	545,355	453,998	569,331	602,338	338,646	495,305	456,588	594,778	431,768	377,693
8510-3172-41152 IP Acute-Medi-Cal MgdCare	0	16 136	16,136	0	28,238	68,578	212,802	248,078	250,108	165,394	342,650	149,224	84,714
8510-3173-41152 IP Acute-Medi-Cal MgdCare	447 774	290,448	229,935	306,594	411 468	228,804	407 434	350,953	353,060	280,898	183,632	229,938	217,535
8510-3185-41152 IP Acute-Medi-Cal MgdCare	0	(5,994)	3,452	0	3,452	0	0	3,452	(3,452)	0	0	3,452	0
8510-4510-41152 IP Acute-Medi-Cal MgdCare	620,554	528,284	520,549	574,122	529,151	598,576	931,252	861,126	940,248	767,807	1,050,525	870,229	865,432
8510-4151-41152 IP Acute-Medi-Cal MgdCare	28,734	29 157	0	0	33 403	21,681	45,184	63,855	1,364	91,527	67,521	134,893	0
8510-4230-41152 IP Acute-Medi-Cal MgdCare	8,075	1,910	3,447	3,902	3,053	1,164	4,020	5,208	3,644	3,050	0	2,794	3,788
8510-4420-41152 IP Acute-Medi-Cal MgdCare	1,359,078	1,339,231	1,911,545	1,143,234	1,437,281	1,348,250	1,419,045	1,662,843	1,622,873	1,813,741	910,686	1,830,450	884,705
8510-4421-41152 IP Acute-Medi-Cal MgdCare	128,824	57 409	45,439	0	0	66,478	66,377	337,052	0	243,221	66,531	12,940	0
8510-4470-41152 IP Acute-Medi-Cal MgdCare	1,792	2,057	10,871	3,247	1,051	6,741	2,395	3,056	2,055	2,507	4,042	2,916	3,470
8510-4520-41152 IP Acute-Medi-Cal MgdCare	1,065,317	1,042,815	1,041,950	1,210,897	1,031,292	1,224,844	1,665,429	1,410,350	1,465,197	1,504,901	1,611 143	1,253,397	1,150,917
8510-4530-41152 IP Acute-Medi-Cal MgdCare	69,940	30,142	42,276	29,445	38,613	33,492	47,521	71,422	57,795	53,850	36,329	42,780	36,916
8510-4540-41152 IP Acute-Medi-Cal MgdCare	56,775	60,631	76,557	61 705	51,246	76,769	107,345	107,251	117,235	115,358	129,531	116,696	72,364
8510-4590-41152 IP Acute-Medi-Cal MgdCare	445,369	765,227	321,859	747,596	522,656	900,694	256,405	432,546	249,638	146,578	427,535	405,809	423,353
8510-4620-41152 IP Acute-Medi-Cal MgdCare	306,320	312,499	242,775	377 730	323,654	334,305	398,855	353,874	377 781	377,555	404,124	425,015	443,638
8510-4810-41152 IP Acute-Medi-Cal MgdCare	0	0	0	0	0	1,301	0	5,473	5,269	5,473	0	0	5,473
8510-4520-41152 IP Acute-Medi-Cal MgdCare	7 185	5,502	5,748	11,496	7,185	5,748	11 493	15,807	7 185	5,748	4,311	4,311	5,748
8510-4530-41152 IP Acute-Medi-Cal MgdCare	234,533	155,559	213,724	237 760	185,370	294,044	288,470	294,803	289,328	343,302	378,280	247,036	196,316
8510-4631-41152 IP Acute-Medi-Cal MgdCare	278,485	797,972	571 764	442,845	1 099,588	1,138,830	998,594	918,304	898,768	972,091	762,599	691 490	400,775
8510-4650-41152 IP Acute-Medi-Cal MgdCare	66,833	120,343	48,328	108,224	73,274	78,177	85 459	94,061	85,249	49,804	105,914	62,252	90,308
8510-4660-41152 IP Acute-Medi-Cal MgdCare	104,165	118,286	82,143	93,558	117 012	153,274	129,308	224,442	132,465	66,532	127,592	92,508	129,211
8510-4670-41152 IP Acute-Medi-Cal MgdCare	121,837	113,871	143,631	118,564	97,102	152,713	171,801	204,254	132,395	130,434	211,729	93,823	103,814
8510-4680-41152 IP Acute-Medi-Cal MgdCare	294,620	268,869	310,630	270 424	348,778	283,409	436,098	392,696	445,822	510,811	699,448	406,369	370,900
8510-4710-41152 IP Acute-Medi-Cal MgdCare	966,630	899,823	839,255	891 795	900,510	973,425	1,376,237	1,697,711	1,251,705	1,437,973	1,839,522	1,007,900	841,174
8510-4720-41152 IP Acute-Medi-Cal MgdCare	647,760	352,790	621,727	741,713	577,381	653,845	922,592	1 578,452	1,026,077	1,391,370	1 451,591	781,206	618,628
8510-4730-41152 IP Acute-Medi-Cal MgdCare	66,282	60,737	99,570	98,005	67,455	138,450	165,376	170,525	116,435	188,842	240,967	152,778	74 103
8510-4760-41152 IP Acute-Medi-Cal MgdCare	259,005	273,260	220,710	220,710	252,240	262,770	301,913	354,112	486,804	453,705	331,000	243,462	315,381
8510-4760-41152 IP Acute-Medi-Cal MgdCare	90,576	41,264	84,091	89 442	40,960	86,888	103,768	88,748	91,210	191,076	86,852	126,008	73,859
8510-4770-41152 IP Acute-Medi-Cal MgdCare	84,890	73,227	83,071	68,886	57,823	72,823	88,060	145,822	124,741	124,695	120,360	95,473	78,102
8510-4780-41152 IP Acute-Medi-Cal MgdCare	3,386	3,726	4,572	5,668	8,718	10,968	7 623	5,812	14,888	16,943	24,000	8,106	1,269
8510-4790-41152 IP Acute-Medi-Cal MgdCare	18,542	28,120	17 440	15,260	20,267	31,208	30,718	49 122	44,624	49,259	61,032	33,578	36,012
8510-4571-41152 IP Acute-Medi-Cal MgdCare	84,229	62,048	75,579	83,340	60,768	74,281	69,843	85,711	66,878	68 717	69,804	53,647	53,454
Total: Medi-Cal MgdCare	11,850,633	11,525,605	12,091,590	12,508,483	11,975,603	13,855,147	15,197,794	15,588,288	13,099,252	16,424,550	17,192,471	13,073,345	11,818,128
Other Govt:													
8510-3151-41151 IP Acute-Other Govt FFS	0	0	0	0	0	0	0	0	0	0	0	20,664	0
8510-3170-41151 IP Acute-Other Govt FFS	0	0	7,719	0	24,374	13,928	0	0	0	10 448	0	8,664	0
8510-3171-41151 IP Acute-Other Govt FFS	0	0	0	0	0	0	0	0	0	8,664	0	0	0
8510-4510-41151 IP Acute-Other Govt FFS	0	0	5,631	0	7 185	0	0	0	0	9,441	0	5,825	0
8510-4520-41151 IP Acute-Other Govt FFS	0	0	0	0	35,836	0	0	0	0	31,684	0	71,481	0
8510-4570-41151 IP Acute-Other Govt FFS	0	0	0	0	0	0	0	0	0	945	0	0	0
8510-4580-41151 IP Acute-Other Govt FFS	0	0	2,910	0	6,451	5,760	0	0	0	3,431	0	5,309	825
8510-4620-41151 IP Acute-Other Govt FFS	0	0	0	0	0	0	0	0	0	302	0	543	0
8510-4640-41151 IP Acute-Other Govt FFS	0	0	0	0	0	0	0	0	0	513	0	0	0
8510-4590-41151 IP Acute-Other Govt FFS	0	0	535	0	0	0	0	0	0	1 154	0	0	0
8510-4630-41151 IP Acute-Other Govt FFS	0	0	1,063	0	300	1,280	0	0	0	1,403	0	1,324	0
8510-4660-41151 IP Acute-Other Govt FFS	0	0	0	0	8,417	0	0	0	0	8,206	0	0	0
8510-4680-41151 IP Acute-Other Govt FFS	0	0	4,453	0	4,453	0	0	0	0	0	0	0	0
8510-4710-41151 IP Acute-Other Govt FFS	0	0	1,016	0	7,398	2,449	0	0	0	8,066	0	10,580	1,732
8510-4720-41151 IP Acute-Other Govt FFS	0	0	0	0	0	0	0	0	0	0	0	16	0
8510-4730-41151 IP Acute-Other Govt FFS	0	0	0	0	0	0	0	0	0	0	0	1,770	0
8510-4760-41151 IP Acute-Other Govt FFS	0	0	0	0	782	0	0	0	0	1,035	0	3,045	753
8510-4780-41151 IP Acute-Other Govt FFS	0	0	0	0	0	0	0	0	0	1,026	0	934	468
8510-4571-41151 IP Acute-Other Govt FFS	0	0	0	0	0	0	0	0	0	0	0	0	2,488
Total: Other Govt	0	0	23,386	0	73,195	23,433	0	0	0	93,607	0	132,163	6,262
Other Indigent:													
8510-3171-41151 IP Acute-Other Indigent	0	0	0	0	0	0	10 446	0	0	0	0	0	0
8510-3172-41151 IP Acute-Other Indigent	0	0	0	0	0	8,068	12,102	0	0	4,234	0	0	0
8510-3173-41151 IP Acute-Other Indigent	0	0	0	0	0	0	0	20,770	0	0	12,102	0	0
8510-4650-41151 IP Acute-Other Indigent	0	0	0	0	0	2,740	2,174	1 858	0	1,092	2,395	0	0
8510-4660-41151 IP Acute-Other Indigent	0	0	0	0	0	0	0	488	0	0	602	0	0
10-4570-41151 IP Acute-Other Indigent	0	0	0	0	0	0	0	0	0	0	3,793	0	0
0-41151 IP Acute-Other Indigent	0	0	0	0	0	0	0	8,647	0	0	7,977	0	0
10-41151 IP Acute-Other Indigent	0	0	0	0	0	21,386	48 416	55,255	0	10	15 149	0	0
Total: Other Indigent	0	0	0	0	0	32,195	74,140	83,429	0	5,136	43,212	0	0
8510-3010-41151 IP Acute-Other	0	0	0	0	0	0	0	0	0	0	0	13,885	0
8510-3011-41151 IP Acute-Other	0	0	0	0	0	0	13,985	0	0	0	0	0	0

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8510-3151-41191 IP Acute-Other	20,554	0	20,554	0	0	10,282	10,282	10,282	0	0	20,564	20,564	0
8510-3170-41191 IP Acute-Other	0	0	0	0	5,054	0	0	0	0	0	0	0	0
8510-3171-41191 IP Acute-Other	0	0	0	0	5,054	10,446	17,410	0	0	13,028	5,054	3,452	0
8510-3172-41191 IP Acute-Other	0	0	0	0	0	0	0	0	4,334	4,034	0	0	0
8510-3173-41191 IP Acute-Other	28,239	0	0	0	0	0	0	0	8,058	0	0	0	0
8510-3185-41191 IP Acute-Other	0	0	0	0	0	0	0	0	0	3,452	0	0	0
8510-3900-41191 IP Acute-Other	431,762	204,047	(33,942)	(444,842)	863,525	286,447	(532,310)	658,304	(41,214)	(631,506)	723,567	(559,002)	(606,269)
8510-4010-41191 IP Acute-Other	13,585	0	10,439	0	11,157	15,615	13,806	6,045	0	7,018	7,003	0	0
8510-4020-41191 IP Acute-Other	0	0	0	0	0	37	48	0	3,822	3,778	1,247	0	0
8510-4420-41191 IP Acute-Other	0	0	0	0	10,192	54,725	61,570	0	52,923	105,730	54,624	185,803	0
8510-4470-41191 IP Acute-Other	0	0	42	0	0	0	0	0	0	0	20	0	0
8510-4500-41191 IP Acute-Other	13,449	0	1,942	0	7,003	21,457	10,582	4,484	8,851	14,218	11,160	18,081	0
8510-4520-41191 IP Acute-Other	0	0	0	0	0	0	0	0	0	2,881	0	0	0
8510-4540-41191 IP Acute-Other	0	0	0	0	0	1,135	1,323	613	0	2,648	0	1,323	0
8510-4580-41191 IP Acute-Other	7,692	0	7,107	0	0	14,299	1,731	0	577	577	3,452	1,164	0
8510-4620-41191 IP Acute-Other	1,437	0	0	0	0	0	0	0	0	0	0	0	0
8510-4630-41191 IP Acute-Other	693	0	693	0	0	1,386	4,096	0	1,385	693	0	1,477	0
8510-4670-41191 IP Acute-Other	0	0	0	0	0	0	1,551	0	0	0	0	11,858	0
8510-4680-41191 IP Acute-Other	3,049	0	0	0	0	0	0	0	0	0	0	0	0
8510-4710-41191 IP Acute-Other	3,900	0	2,358	0	3,116	5,433	5,761	389	11,951	4,405	5,267	49,104	0
8510-4720-41191 IP Acute-Other	0	0	550	0	0	0	1,539	0	0	709	35	0	0
8510-4730-41191 IP Acute-Other	0	0	0	0	0	0	1,770	0	0	0	0	0	0
8510-4740-41191 IP Acute-Other	0	0	0	0	0	0	5,533	5,533	0	5,533	0	0	0
8510-4770-41191 IP Acute-Other	1,842	0	1,934	0	0	0	3,040	0	0	0	1,293	1,299	0
8510-4780-41191 IP Acute-Other	0	0	847	0	0	0	0	0	0	0	0	0	0
8510-4790-41191 IP Acute-Other	1,044	0	2,079	0	0	0	0	0	0	0	0	745	0
Total: Other	527,243	204,047	12,541	(444,842)	910,602	424,364	(765,689)	687,550	45,698	(461,104)	852,179	(253,168)	(606,269)
Total Acute	**77,756,681**	**78,892,886**	**77,881,862**	**75,182,399**	**79,894,752**	**83,294,878**	**91,015,104**	**104,381,451**	**92,863,737**	**101,800,368**	**93,388,143**	**88,881,910**	**78,288,166**
SNF:													
Comm Ins													
8510-3580-41221 SNF-Comm	0	0	0	0	0	0	0	0	0	0	0	2,605	0
Total: Comm Ins	0	0	0	0	0	0	0	0	0	0	0	2,605	0
Comm MgdCare													
8510-3580-41222 SNF-Comm MgdCare	96,385	114,630	72,940	41,600	132,855	91,178	107,449	33,885	153,695	23,445	0	31,260	2,605
8510-4470-41222 SNF-Comm MgdCare	0	0	0	0	0	0	0	0	0	3,378	0	0	0
8510-4500-41222 SNF-Comm MgdCare	8,397	10,248	512	4,832	8,474	8,696	4,404	8,014	25,372	1,743	0	4,353	0
8510-4520-41222 SNF-Comm MgdCare	0	1,247	0	0	0	0	0	0	0	0	0	0	0
8510-4540-41222 SNF-Comm MgdCare	0	0	0	0	0	0	0	0	5,391	0	0	0	0
8510-4580-41222 SNF-Comm MgdCare	0	0	0	0	535	535	0	0	7,732	0	0	0	0
8510-4610-41222 SNF-Comm MgdCare	0	0	1,873	0	0	0	0	0	0	0	0	0	0
8510-4620-41222 SNF-Comm MgdCare	0	0	0	0	1,437	0	0	0	0	0	0	0	0
8510-4630-41222 SNF-Comm MgdCare	1,438	2,702	3,971	693	2,759	693	2,864	0	2,079	693	0	0	0
8510-4680-41222 SNF-Comm MgdCare	0	0	0	5,768	0	0	6,153	0	0	0	0	0	0
8510-4970-41222 SNF-Comm MgdCare	0	0	0	0	1,813	0	0	0	1,425	0	0	2,242	0
8510-4710-41222 SNF-Comm MgdCare	28,414	35,579	10,911	17,931	27,209	35,393	21,215	5,882	52,091	5,528	0	3,537	0
8510-4720-41222 SNF-Comm MgdCare	0	0	0	0	3,435	0	0	0	2,456	0	0	0	0
8510-4770-41222 SNF-Comm MgdCare	29,557	29,559	12,531	8,681	20,516	20,491	14,102	7,302	45,128	9,235	0	3,498	0
8510-4780-41222 SNF-Comm MgdCare	0	0	0	1,474	13,272	0	5,905	0	4,437	0	0	0	0
8510-4790-41222 SNF-Comm MgdCare	23,254	25,725	18,091	8,673	37,040	19,252	12,025	5,428	26,570	5,049	0	8,108	0
8510-4971-41222 SNF-Comm MgdCare	0	0	0	0	0	2,486	0	0	0	0	0	0	0
Total: Comm MgdCare	192,573	219,791	120,729	89,624	261,245	177,031	177,627	67,491	327,376	50,877	0	55,278	2,605
Comm Risk													
8510-3580-41223 SNF-At Risk	0	0	0	0	0	0	28,048	0	0	23,445	13,025	0	0
8510-4470-41223 SNF-At Risk	0	0	0	0	0	0	0	0	0	0	4,711	0	0
8510-4500-41223 SNF-At Risk	0	0	0	0	0	0	2,157	0	0	1,842	2,067	0	0
8510-4580-41223 SNF-At Risk	0	0	0	0	0	0	577	0	0	0	0	0	0
10-4620-41223 SNF-At Risk	0	0	0	0	0	0	693	0	0	1,386	0	0	0
710-41223 SNF-At Risk	0	0	0	0	0	0	10,892	0	0	2,699	1,259	0	0
720-41223 SNF-At Risk	0	0	0	0	0	0	0	0	0	48	0	0	0
730-41223 SNF-At Risk	0	0	0	0	0	0	0	0	0	1,281	0	0	0
0-4770-41223 SNF-At Risk	0	0	0	0	0	0	5,013	0	0	5,215	4,970	0	0
8510-4780-41223 SNF-At Risk	0	0	0	0	0	0	0	0	0	1,370	1,332	0	0
8510-4790-41223 SNF-At Risk	0	0	0	0	0	0	4,366	0	0	4,269	3,668	0	0
Total: Comm Risk	0	0	0	0	0	0	49,536	0	0	41,573	30,818	0	0
Medicare													
8510-3580-41241 SNF-Medicare	1,370,220	1,440,695	1,117,645	1,269,635	1,196,595	1,477,035	1,775,844	1,312,973	1,211,325	1,200,805	1,035,760	861,245	104,200
8510-4230-41241 SNF-Medicare	0	0	0	1,690	2,441	0	4,008	3,040	(397)	12,664	0	1,690	0
8510-4420-41241 SNF-Medicare	29,052	0	0	0	0	0	0	0	0	0	0	7,238	0
8510-4470-41241 SNF-Medicare	0	0	0	0	0	940	341	0	3,034	0	0	4,756	2,044
8510-4500-41241 SNF-Medicare	120,752	131,436	118,253	128,059	111,432	158,456	141,850	97,829	138,456	139,904	90,956	119,973	14,208
8510-4520-41241 SNF-Medicare	575	575	534	0	0	0	0	0	1,311	349	0	316	0
8510-4540-41241 SNF-Medicare	6,838	0	5,231	5,670	4,214	4,157	5,534	5,400	15,452	10,377	4,459	16,704	0
8510-4570-41241 SNF-Medicare	0	0	0	0	0	52,429	(52,429)	0	0	0	0	0	0
8510-4580-41241 SNF-Medicare	11,425	2,140	10,740	18,015	1,605	17,063	2,563	13,696	6,369	8,532	1,731	11,771	0
8510-4610-41241 SNF-Medicare	0	1,573	0	0	0	0	0	0	0	0	0	0	0
8510-4620-41241 SNF-Medicare	1,437	1,437	0	0	0	0	0	1,437	0	0	0	0	0
8510-4630-41241 SNF-Medicare	17,903	22,489	13,129	21,152	22,940	24,502	31,227	21,429	36,630	15,626	8,459	19,595	2,297
8510-4631-41241 SNF-Medicare	305	559	0	294	517	2,287	911	3,218	67	0	0	35,721	0
8510-4650-41241 SNF-Medicare	0	20,079	7,037	0	0	6,693	0	13,715	6,973	13,797	0	0	0
8510-4660-41241 SNF-Medicare	5,417	13,709	19,446	0	0	5,674	0	25,330	5,208	0	0	8,768	0
8510-4670-41241 SNF-Medicare	5,862	6,625	5,285	9,797	1,659	9,163	3,447	5,751	5,965	5,929	2,362	6,199	0
8510-4680-41241 SNF-Medicare	3,643	11,870	6,310	10,858	0	0	15,731	34,155	12,476	8,269	3,877	18,158	0
8510-4710-41241 SNF-Medicare	327,294	360,916	324,206	369,579	373,397	371,311	365,436	333,989	653,135	602,645	297,075	325,129	24,713
8510-4790-41241 SNF-Medicare	144,803	157,208	134,838	160,624	21,116	177,100	119,723	147,679	90,820	113,765	84,393	43,428	0
8510-4730-41241 SNF-Medicare	1,697	3,194	2,035	5,826	0	7,602	1,770	1,770	1,770	5,310	3,540	5,310	0
8510-4740-41241 SNF-Medicare	0	0	0	0	0	0	0	5,533	0	0	0	0	0
8510-4770-41241 SNF-Medicare	848,843	841,387	480,665	493,326	394,031	551,891	532,217	513,833	526,631	513,617	413,822	371,891	41,526
8510-4780-41241 SNF-Medicare	13,693	19,883	27,700	18,499	24,804	41,055	60,490	72,453	25,168	25,905	14,285	23,214	1,008
8510-4790-41241 SNF-Medicare	351,295	304,028	315,389	322,099	263,120	344,371	301,808	283,578	302,204	332,805	247,732	250,609	22,247
8510-4971-41241 SNF-Medicare	5,979	9,523	13,505	0	1,521	4,007	0	2,076	4,007	5,979	4,007	5,979	0
Total: Medicare	2,967,711	3,095,344	2,835,610	2,852,714	2,418,609	3,255,258	3,312,213	2,902,630	3,060,726	3,118,602	2,213,639	2,242,122	312,313
Medicare MgdCare													
8510-3580-41242 SNF-Medicare MgdCare	192,770	84,705	39,079	84,705	83,350	57,310	0	42,331	0	70,305	114,550	127,845	5,210
8510-4470-41242 SNF-Medicare MgdCare	0	0	0	0	0	0	0	0	0	2,378	0	2,023	0
8510-4500-41242 SNF-Medicare MgdCare	27,765	5,871	4,365	9,491	4,488	1,472	0	8,495	0	9,497	20,141	13,119	0
8510-4540-41242 SNF-Medicare MgdCare	1,371	2,150	0	0	0	0	0	0	0	0	1,529	918	0
8510-4580-41242 SNF-Medicare MgdCare	0	0	0	535	535	0	0	0	0	577	577	577	0
8510-4630-41242 SNF-Medicare MgdCare	5,217	0	0	1,386	1,093	0	0	2,223	0	2,079	2,079	1,857	0
8510-4631-41242 SNF-Medicare MgdCare	253	0	0	0	0	0	0	0	0	0	0	0	0
8510-4660-41242 SNF-Medicare MgdCare	0	0	0	0	7,499	0	0	0	0	0	0	0	0
8510-4670-41242 SNF-Medicare MgdCare	553	0	0	0	0	0	0	0	0	0	0	0	0
8510-4680-41242 SNF-Medicare MgdCare	0	0	0	0	4,645	0	0	0	0	0	7,977	0	0
8510-4710-41242 SNF-Medicare MgdCare	33,054	11,011	7,809	12,128	15,647	5,356	0	27,844	0	10,823	43,963	34,622	0
8510-4720-41242 SNF-Medicare MgdCare	49,431	0	0	0	13	5,115	0	22,020	0	22,454	35,215	11,720	0
8510-4730-41242 SNF-Medicare MgdCare	0	0	0	0	1,597	0	0	0	0	5,310	0	0	0
8510-4770-41242 SNF-Medicare MgdCare	68,975	12,420	18,008	11,441	22,857	15,530	0	9,952	0	25,002	24,515	35,421	0
8510-4780-41242 SNF-Medicare MgdCare	4,891	0	0	2,822	0	0	0	0	0	0	7,312	8,072	0
8510-4790-41242 SNF-Medicare MgdCare	45,412	10,553	9,607	12,800	20,890	11,196	0	8,648	0	17,397	27,811	31,076	0
8510-4971-41242 SNF-Medicare MgdCare	2,488	1,521	0	2,488	0	0	0	0	0	0	2,488	0	0
Total: Medicare MgdCare	419,589	98,391	76,885	156,182	162,824	85,011	0	120,533	0	164,792	293,429	272,129	5,210
Medicare Risk													
8510-3580-41243 SNF-Medicare At Risk	62,520	75,545	376,130	182,360	263,105	65,135	113,000	102,887	57,730	66,570	205,762	70,335	5,210
8510-4500-41243 SNF-Medicare At Risk	13,745	8,845	28,809	30,842	23,375	5,765	9,564	14,178	7,677	11,887	23,379	13,806	0
8510-4540-41243 SNF-Medicare At Risk	0	0	0	4,135	2,338	0	0	1,224	0	0	1,835	0	0
8510-4580-41243 SNF-Medicare At Risk	535	535	0	535	535	0	0	577	2,820	0	577	0	0
8510-4630-41243 SNF-Medicare At Risk	2,078	0	5,029	6,029	5,010	529	693	2,643	3,944	1,955	2,017	608	0
8510-4631-41243 SNF-Medicare At Risk	0	0	0	0	0	0	0	0	0	0	15,762	0	0
8510-4660-41243 SNF-Medicare At Risk	0	0	0	0	5,874	0	0	0	0	0	7,374	0	0
8510-4670-41243 SNF-Medicare At Risk	0	0	0	0	0	0	0	0	0	0	2,382	0	0
8510-4680-41243 SNF-Medicare At Risk	0	0	0	0	0	3,658	0	0	0	0	0	0	0
8510-4710-41243 SNF-Medicare At Risk	17,583	15,757	56,933	54,571	52,514	14,027	54,881	23,576	9,051	8,579	31,867	15,591	0
10-4720-41243 SNF-Medicare At Risk	1,040	0	0	0	24,205	0	28,529	7,231	0	15	1,154	0	0
730-41243 SNF-Medicare At Risk	0	0	0	0	0	0	0	1,770	0	0	0	0	0
770-41243 SNF-Medicare At Risk	17,873	12,562	54,922	23,830	48,484	15,706	23,325	20,739	15,785	24,488	54,279	29,171	0
0-41243 SNF-Medicare At Risk	666	0	19,924	0	19,363	5,970	0	3,854	17,119	0	5,234	0	0
790-41243 SNF-Medicare At Risk	15,335	12,529	50,884	28,257	48,450	10,405	20,407	11,743	17,143	13,511	51,099	19,991	0
10-4971-41243 SNF-Medicare At Risk	0	0	0	2,486	1,521	0	0	2,486	0	0	2,486	0	0
Total: Medicare Risk	132,055	125,804	592,813	333,095	491,496	122,348	251,139	192,982	142,352	154,012	405,635	150,491	5,210
Medi-Cal													

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	8/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	9/30/2018
8510-3580-41251 SNF Medi-Cal	13,025	0	0	0	0	0	35,816	74,242	0	80,755	86,385	36,470	0
8510-4500-41251 SNF Medi-Cal	231	0	0	0	0	0	0	20,125	0	0	916	1,691	0
8510-4590-41251 SNF Medi-Cal	0	0	0	0	0	0	0	5,540	0	0	0	0	0
8510-4630-41251 SNF Medi-Cal	0	0	0	0	0	0	0	1,324	0	0	0	0	0
8510-4650-41251 SNF Medi-Cal	0	0	0	0	0	0	0	18,439	0	0	0	0	0
8510-4710-41251 SNF Medi-Cal	3,839	0	0	0	0	0	4,680	24,796	0	0	5,527	7,357	0
8510-4770-41251 SNF Medi-Cal	3,601	0	0	0	0	0	4,294	0	0	0	11,841	11,693	0
8510-4780-41251 SNF Medi-Cal	0	0	0	0	0	0	0	0	0	0	0	2,800	0
8510-4790-41251 SNF Medi-Cal	3,392	0	0	0	0	0	1,209	0	0	0	14,980	10,691	0
Total: Medi-Cal	23,988	0	0	0	0	0	45,999	144,466	0	80,755	130,631	71,622	0
Medi-Cal MgdCare:													
8510-3580-41252 SNF Medi-Cal MgdCare	78,150	80,755	80,755	78,150	80,755	78,150	172,669	153,416	0	23,445	96,385	57,310	19,235
8510-4230-41252 SNF Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	3,632
8510-4470-41252 SNF Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	0	0	4,711	0
8510-4500-41252 SNF Medi-Cal MgdCare	1,613	2,198	722	1,733	1,350	722	7,523	11,480	0	5,735	11,338	6,238	4,778
8510-4540-41252 SNF Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	1,405	0	1,028	0
8510-4630-41252 SNF Medi-Cal MgdCare	0	0	0	529	0	0	993	529	0	0	0	0	593
8510-4650-41252 SNF Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	0	3,977	4,574	0
8510-4710-41252 SNF Medi-Cal MgdCare	19,945	20,450	19,450	19,910	18,356	19,479	25,321	65,769	451	35,478	104,232	14,304	2,622
8510-4720-41252 SNF Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	0	35,215	1,628	422
8510-4730-41252 SNF Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	0	5,310	0	1,779
8510-4770-41252 SNF Medi-Cal MgdCare	17,865	18,452	10,355	3,576	4,825	3,341	21,276	44,763	1,468	8,311	25,121	10,844	3,469
8510-4780-41252 SNF Medi-Cal MgdCare	0	0	0	0	0	0	926	0	0	294	0	0	0
8510-4790-41252 SNF Medi-Cal MgdCare	13,961	13,055	0	0	0	0	14,576	21,114	932	5,144	21,912	12,971	1,817
8510-4971-41252 SNF Medi-Cal MgdCare	0	0	0	0	0	0	0	1,521	0	0	0	0	0
Total: Medi-Cal MgdCare	136,335	134,910	111,240	101,202	103,286	92,692	242,882	300,692	2,851	77,862	304,091	114,266	37,175
Total SNF	**3,882,251**	**3,670,949**	**3,423,982**	**3,483,218**	**3,437,400**	**3,745,340**	**4,039,696**	**3,716,224**	**3,533,335**	**3,688,422**	**3,378,344**	**2,909,732**	**262,514**
Rehab:													
Comm MgdCare:													
8510-3440-41423 IP Rehab-Comm Ins Mgd Cre FFS	94,014	121,670	233,294	153,206	69,176	3,482	48,748	3,482	0	73,122	66,158	118,388	118,388
8510-4470-41423 IP Rehab-Comm Ins Mgd Cre FFS	0	0	0	0	0	0	0	0	0	3,313	945	791	0
8510-4500-41423 IP Rehab-Comm Ins Mgd Cre FFS	5,631	9,458	21,196	13,653	4,158	265	2,979	525	0	7,668	8,701	20,162	12,622
8510-4540-41423 IP Rehab-Comm Ins Mgd Cre FFS	0	0	0	0	0	0	0	0	0	0	0	1,028	0
8510-4590-41423 IP Rehab-Comm Ins Mgd Cre FFS	0	0	535	0	0	0	0	0	0	577	0	0	0
8510-4630-41423 IP Rehab-Comm Ins Mgd Cre FFS	0	3,048	1,472	5,737	0	0	0	0	0	0	5,144	593	0
8510-4631-41423 IP Rehab-Comm Ins Mgd Cre FFS	0	0	0	263	0	0	0	0	0	0	329	0	0
8510-4650-41423 IP Rehab-Comm Ins Mgd Cre FFS	0	5,600	5,758	0	0	0	0	0	0	0	0	15,234	0
8510-4670-41423 IP Rehab-Comm Ins Mgd Cre FFS	0	0	2,352	553	0	0	0	0	0	0	951	3,107	0
8510-4690-41423 IP Rehab-Comm Ins Mgd Cre FFS	0	0	3,649	0	0	0	0	0	0	0	0	3,977	0
8510-4710-41423 IP Rehab-Comm Ins Mgd Cre FFS	13,071	18,276	43,883	51,344	6,426	347	9,553	797	0	12,644	10,536	19,517	14,029
8510-4720-41423 IP Rehab-Comm Ins Mgd Cre FFS	0	30	0	0	0	0	0	0	0	9,971	0	0	0
8510-4740-41423 IP Rehab-Comm Ins Mgd Cre FFS	0	0	0	0	0	0	0	0	0	15,599	15,599	44,564	0
8510-4760-41423 IP Rehab-Comm Ins Mgd Cre FFS	0	0	3,133	0	0	0	0	0	0	0	0	0	0
8510-4770-41423 IP Rehab-Comm Ins Mgd Cre FFS	27,957	35,166	63,741	84,315	17,726	1,955	11,520	1,012	0	22,144	20,900	42,459	35,435
8510-4780-41423 IP Rehab-Comm Ins Mgd Cre FFS	0	0	18,196	11,888	0	0	7,905	854	0	17,595	7,348	18,128	24,912
8510-4790-41423 IP Rehab-Comm Ins Mgd Cre FFS	31,660	39,918	72,240	48,256	17,820	575	16,522	1,314	0	21,125	23,541	25,572	31,522
8510-4971-41423 IP Rehab-Comm Ins Mgd Cre FFS	0	0	2,466	2,466	0	0	0	0	0	0	0	2,466	1,559
Total: Comm MgdCare	173,335	235,396	472,947	369,933	103,305	6,968	94,003	7,787	0	184,285	162,152	329,693	239,512
Comm Risk													
8510-3440-41423 IP Rehab-Comm Ins at Risk	10,448	41,784	24,374	45,258	24,850	94,894	0	0	0	0	0	0	0
8510-4500-41423 IP Rehab-Comm Ins at Risk	1,130	8,025	5,852	5,419	2,628	5,591	0	0	0	0	0	0	0
8510-4590-41423 IP Rehab-Comm Ins at Risk	0	535	0	0	0	0	0	0	0	0	0	0	0
8510-4630-41423 IP Rehab-Comm Ins at Risk	593	593	593	593	593	529	0	0	0	0	0	0	0
8510-4650-41423 IP Rehab-Comm Ins at Risk	0	0	0	0	0	13,618	0	0	0	0	0	0	0
0-4710-41423 IP Rehab-Comm Ins at Risk	1,000	4,475	6,665	8,593	3,120	10,319	0	0	0	0	0	0	0
760-41423 IP Rehab-Comm Ins at Risk	0	0	0	0	0	4,478	0	0	0	0	0	0	0
70-41423 IP Rehab-Comm Ins at Risk	3,696	13,200	10,269	12,457	8,839	23,362	0	0	0	0	0	0	0
780-41423 IP Rehab-Comm Ins at Risk	2,760	8,271	0	8,534	4,357	18,748	0	0	0	0	0	0	0
790-41423 IP Rehab-Comm Ins at Risk	3,341	11,652	4,780	12,604	4,390	23,096	0	0	0	0	0	0	0
8510-4971-41423 IP Rehab-Comm Ins at Risk	0	0	1,521	0	0	0	0	0	0	0	0	0	0
Total: Comm Risk	23,050	89,435	54,104	97,515	48,276	199,835	0	0	0	0	0	0	0
WIC Comp													
8510-3440-41431 IP Rehab-WIC	0	0	0	0	27,855	0	0	0	0	0	0	0	52,230
8510-4500-41431 IP Rehab-WIC	0	0	0	0	1,223	0	0	0	0	0	0	0	4,002
8510-4630-41431 IP Rehab-WIC	0	0	0	0	0	0	0	0	0	0	0	0	1,018
8510-4710-41431 IP Rehab-WIC	0	0	0	0	3,843	0	0	0	0	0	0	0	6,888
8510-4770-41431 IP Rehab-WIC	0	0	0	0	8,197	0	0	0	0	0	0	0	22,330
8510-4790-41431 IP Rehab-WIC	0	0	0	0	8,400	0	0	0	0	0	0	0	13,211
Total: WIC Comp	0	0	0	0	50,518	0	0	0	0	0	0	0	104,679
Medicare:													
8510-3440-41441 IP Rehab-Medicare	1,252,470	1,281,942	1,252,294	1,375,252	1,370,714	1,332,412	1,341,138	1 183,918	794,072	1,202,592	1 192,404	944,854	956,460
8510-4420-41441 IP Rehab-Medicare	59,105	0	0	18,000	0	0	17,466	0	0	4,863	40,197	0	0
8510-4470-41441 IP Rehab-Medicare	803	0	1,602	1,602	0	1,409	150	3,323	2,375	11,284	1,650	903	5,663
8510-4500-41441 IP Rehab-Medicare	141,838	123,076	105,252	152,677	159,512	147,345	121,343	105,006	85,521	133,601	142,416	131,271	122,121
8510-4520-41441 IP Rehab-Medicare	0	1,545	0	1,932	0	1,152	380	4,864	1,809	1,278	0	611	0
8510-4540-41441 IP Rehab-Medicare	6,882	3,604	479	2,370	1,797	1,797	3,732	6,414	4,176	1,323	2,771	3,691	2,314
8510-4570-41441 IP Rehab-Medicare	0	0	0	0	0	0	0	0	0	51,725	0	0	0
8510-4590-41441 IP Rehab-Medicare	12,384	8,285	2,140	8,420	14,652	3,310	3,345	9,576	12,732	10,793	11,205	2,893	3,452
8510-4620-41441 IP Rehab-Medicare	0	1,437	1,437	0	0	0	0	2,874	0	2,874	0	0	0
8510-4630-41441 IP Rehab-Medicare	21,055	17,809	7,887	13,175	25,692	12,204	5,120	13,719	9,423	17,571	20 413	14,334	19,524
8510-4631-41441 IP Rehab-Medicare	14,825	0	55,832	0	3,185	263	22,146	0	76,035	0	0	93,649	0
8510-4650-41441 IP Rehab-Medicare	7,037	0	0	0	7,395	0	0	0	0	8,936	0	0	0
8510-4660-41441 IP Rehab-Medicare	8,807	8,758	33,259	8,690	8,941	8,080	0	7,207	9,206	8,758	26,554	14,809	0
8510-4670-41441 IP Rehab-Medicare	693	8,813	2,352	7,114	8,685	8,964	2,352	0	691	0	2,352	4,466	10,733
8510-4680-41441 IP Rehab-Medicare	7,298	12,907	10,955	14,747	7,307	25,915	12,171	22,502	7,794	8,347	19,919	36,392	3,977
8510-4710-41441 IP Rehab-Medicare	222,798	195,535	192,582	244,265	260,577	210,121	256,767	231,653	118,138	248,364	247,041	172,245	263,830
8510-4720-41441 IP Rehab-Medicare	128,693	80,309	70,654	108,579	51,125	74,252	80,265	43,006	63,292	51,884	106,402	117 760	182,486
8510-4730-41441 IP Rehab-Medicare	1,597	2,878	1,597	0	3,194	0	3,540	0	1,770	0	4,821	7,080	3,540
8510-4740-41441 IP Rehab-Medicare	94,660	94,660	80,333	188,193	94,520	53,550	67,926	22,132	68,526	80,883	49,797	121 726	19,599
8510-4760-41441 IP Rehab-Medicare	0	7,445	0	13,365	0	0	0	17,576	4,338	4,338	3,134	0	0
8510-4770-41441 IP Rehab-Medicare	347,264	352,811	332,358	353,794	343,621	316,350	342,143	355,476	218,081	413,203	391,123	312,948	337,039
8510-4780-41441 IP Rehab-Medicare	87,529	113,139	94,605	118,577	138,691	122,423	159 128	151,836	65,618	100,247	82,133	69,067	118,427
8510-4790-41441 IP Rehab-Medicare	356,452	329,265	363,015	353,492	376 467	402,808	411,857	350,615	216,191	372,844	372,840	292,983	263,577
8510-4971-41441 IP Rehab-Medicare	7,492	8,944	11,784	2,466	11,483	2,466	6,481	2,466	0	9,944	0	4,507	6,482
Total: Medicare	2,888,882	2,673,063	2,639,991	2,968,687	2,884,052	2,721,660	2,875,481	2,541,882	1,780,797	2,841,158	2,973,877	2,370 629	2,298,737
Medicare MgdCare:													
8510-3440-41442 IP Rehab-Medicare MgdCare	58,712	10,448	0	0	41,794	0	142,752	136,260	240,258	80,532	84,014	168,800	266,114
8510-4420-41442 IP Rehab-Medicare MgdCare	0	0	0	0	0	0	0	0	0	0	0	13,847	0
8510-4470-41442 IP Rehab-Medicare MgdCare	0	0	0	0	0	0	0	453	0	945	0	1,109	945
8510-4500-41442 IP Rehab-Medicare MgdCare	2,417	1,254	0	0	3,948	0	6,468	22,275	20,977	5 859	14 123	14,554	31,540
8510-4520-41442 IP Rehab-Medicare MgdCare	0	0	0	0	0	0	0	0	0	0	0	419	0
8510-4540-41442 IP Rehab-Medicare MgdCare	0	0	0	0	0	0	0	1,935	0	0	0	1,323	813
8510-4590-41442 IP Rehab-Medicare MgdCare	0	0	0	0	0	0	0	577	3,477	0	0	0	577
8510-4620-41442 IP Rehab-Medicare MgdCare	0	0	0	0	0	0	0	0	1 437	0	0	0	0
8510-4630-41442 IP Rehab-Medicare MgdCare	0	0	0	0	579	0	2,579	4,729	2,605	488	488	742	6,791
8510-4631-41442 IP Rehab-Medicare MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	329
8510-4650-41442 IP Rehab-Medicare MgdCare	0	0	0	0	0	0	0	0	13,618	5,206	14,769	6,206	0
8510-4670-41442 IP Rehab-Medicare MgdCare	0	0	0	0	0	0	0	0	2,382	0	0	2,187	651
8510-4680-41442 IP Rehab-Medicare MgdCare	0	0	0	0	0	0	8,870	3,877	8,722	4,846	12,715	0	0
8510-4710-41442 IP Rehab-Medicare MgdCare	3,053	704	0	0	5,157	0	17,264	22,445	41,092	10,728	9,323	23,417	36,668
8510-4720-41442 IP Rehab-Medicare MgdCare	0	0	0	0	0	0	0	17,540	22,034	21,911	0	0	30,208
8510-4730-41442 IP Rehab-Medicare MgdCare	0	0	0	0	0	0	0	0	0	1,770	0	0	3,051
8510-4740-41442 IP Rehab-Medicare MgdCare	0	0	0	0	0	0	0	22,132	0	0	0	0	0
8510-4770-41442 IP Rehab-Medicare MgdCare	13,244	1 474	0	0	13,327	0	29,898	48,342	68 163	27,945	24,050	58,875	80,997
8510-4780-41442 IP Rehab-Medicare MgdCare	2,884	824	0	0	0	0	25,610	13,915	47,062	13,854	20,106	26,802	48,648
8510-4790-41442 IP Rehab-Medicare MgdCare	15 165	876	0	0	5,661	0	42,808	43 159	77,081	25,102	27,399	49 416	76,555
8510-4971-41442 IP Rehab-Medicare MgdCare	0	0	0	0	0	0	0	0	6,481	0	0	0	2,466
Total: Medicare MgdCare	95,486	15,578	0	0	73,453	0	270,660	343,857	655,307	214,986	216,988	376,900	588,992
Risk:													
0-41443 IP Rehab-Medicare At Risk	34,620	13,929	0	0	27,856	0	38,302	76,604	69,712	37,855	48,748	24,374	48,748
70-41443 IP Rehab-Medicare At Risk	0	0	0	0	0	0	0	453	0	0	0	0	0
0-41443 IP Rehab-Medicare At Risk	7,694	1,327	0	0	1,993	0	4 706	9,069	23,832	1,977	2,838	3,913	4 473
10-4590-41443 IP Rehab-Medicare At Risk	0	0	0	0	0	0	577	0	3,477	0	577	0	577
8510-4630-41443 IP Rehab-Medicare At Risk	991	0	0	0	0	0	593	4,657	6,084	0	1 477	0	593
8510-4650-41443 IP Rehab-Medicare At Risk	3,549	0	0	0	0	0	0	7,759	0	0	0	0	0
8510-4710-41443 IP Rehab-Medicare At Risk	6,691	1,028	0	0	2,948	0	7,097	9,800	23,607	3,585	8,015	3,971	21,532

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8510-4720-41443 IP Rehab-Medicare At Risk	0	0	0	0	1,232	0	2,331	29,165	92,831	0	0	0	8,857
8510-4730-41443 IP Rehab-Medicare At Risk	0	0	0	0	0	0	0	1,770	1,770	0	0	0	0
8510-4760-41443 IP Rehab-Medicare At Risk	15,061	0	0	0	0	0	0	8,449	0	0	0	0	0
8510-4770-41443 IP Rehab-Medicare At Risk	11,424	3,860	0	0	9,104	0	12,463	15,075	17,910	8,774	15,836	7,513	19,068
8510-4780-41443 IP Rehab-Medicare At Risk	10,525	1,348	0	0	0	0	13,148	16,566	13,052	7 422	0	4,732	1,570
8510-4790-41443 IP Rehab-Medicare At Risk	10 771	4,416	0	0	13,286	0	13,063	21,352	18,972	6,489	14,486	7,253	13,627
8510-4871-41443 IP Rehab-Medicare At Risk	0	0	0	0	0	0	0	0	6,491	0	0	0	0
Total: Medicare Risk	102,486	26,007	0	0	68 199	0	92,379	193,980	271,828	56,003	91,877	61,765	119,366
Medi-Cal:													
8510-3440-41451 IP Rehab-Medi-Cal	0	0	0	0	0	27,856	0	0	0	48,748	17,410	52,230	53,110
8510-4420-41451 IP Rehab-Medi-Cal	0	0	0	0	0	0	0	0	0	0	0	0	15,605
8510-4470-41451 IP Rehab-Medi-Cal	0	0	0	0	0	0	0	0	0	0	0	945	8,376
8510-4500-41451 IP Rehab-Medi-Cal	0	0	0	0	0	1,731	0	0	0	4,858	1 130	3,933	10,264
8510-4520-41451 IP Rehab-Medi-Cal	0	0	0	0	0	0	0	0	0	0	0	0	774
8510-4540-41451 IP Rehab-Medi-Cal	0	0	0	0	0	0	0	0	0	0	0	0	813
8510-4580-41451 IP Rehab-Medi-Cal	0	0	0	0	0	0	0	0	0	577	577	0	0
8510-4630-41451 IP Rehab-Medi-Cal	0	0	0	0	0	0	0	0	0	3,313	693	0	0
8510-4710-41451 IP Rehab-Medi-Cal	0	0	0	0	0	1,092	0	0	0	31,180	12,317	8,140	17,380
8510-4720-41451 IP Rehab-Medi-Cal	0	0	0	0	0	0	0	0	0	34,919	407	0	0
8510-4770-41451 IP Rehab-Medi-Cal	0	0	0	0	0	6,057	0	0	0	33,181	15,999	15,531	19,103
8510-4780-41451 IP Rehab-Medi-Cal	0	0	0	0	0	2,040	0	0	0	36,351	699	8,052	5,278
8510-4790-41451 IP Rehab-Medi-Cal	0	0	0	0	0	8,548	0	0	0	29,977	17,204	17,115	17,153
8510-4871-41451 IP Rehab-Medi-Cal	0	0	0	0	0	0	0	0	0	1,509	1,521	0	0
Total: Medi-Cal	0	0	0	0	0	47,352	0	0	0	225,262	67,952	102,956	141,673
Medi-Cal MgdCare:													
8510-3440-41452 IP Rehab-Medi-Cal MgdCare	29,334	0	104,460	13,928	170,518	141,040	48,748	48,748	106,118	80,096	69 194	201,866	13,828
8510-4470-41452 IP Rehab-Medi-Cal MgdCare	0	0	0	0	1,002	0	0	0	0	2,831	0	0	0
8510-4500-41452 IP Rehab-Medi-Cal MgdCare	1,618	0	8,068	1,223	14,863	19,638	3,668	4,737	8,527	7,900	2,741	23,205	759
8510-4520-41452 IP Rehab-Medi-Cal MgdCare	535	0	0	0	0	535	0	0	0	577	0	577	0
8510-4530-41452 IP Rehab-Medi-Cal MgdCare	0	0	4,422	0	0	7,643	693	0	693	693	693	693	0
8510-4560-41452 IP Rehab-Medi-Cal MgdCare	0	0	0	0	0	8,768	0	0	0	0	0	7,801	0
8510-4570-41452 IP Rehab-Medi-Cal MgdCare	0	0	1,813	0	0	0	0	0	0	0	0	0	0
8510-4580-41452 IP Rehab-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	3,977	0	3,977	0
8510-4710-41452 IP Rehab-Medi-Cal MgdCare	8,871	0	19,289	551	19,802	38,603	5,816	9,320	11,892	7,372	3,577	39,201	1,123
8510-4720-41452 IP Rehab-Medi-Cal MgdCare	0	0	7 691	0	0	42,164	0	19 185	0	0	842	8,008	0
8510-4740-41452 IP Rehab-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	27,565	8,033	0	0
8510-4770-41452 IP Rehab-Medi-Cal MgdCare	7,123	0	25,152	3,968	40 455	20,091	10,377	16,376	31,803	29,527	19,705	65,043	4,703
8510-4780-41452 IP Rehab-Medi-Cal MgdCare	0	0	23 473	4,092	21,203	33,332	16,022	7 764	25,810	21,397	5,814	30,970	1,219
8510-4790-41452 IP Rehab-Medi-Cal MgdCare	9,756	0	26,239	6,266	48,320	35,418	13,064	11,742	33,660	24 474	15,092	63,356	8,068
Total: Medi-Cal MgdCare	49,137	0	219,857	29,305	318,263	352,222	99,105	118,554	219,053	206,159	112,291	441,087	29,692
Total Rehab	**3,249,445**	**2,899,469**	**3,406,599**	**3,488,421**	**3,828,186**	**3,324,520**	**3,431,841**	**3,204,170**	**2,827,815**	**3,727,850**	**3,930,237**	**3,873,231**	**3,519,610**
Total Gross Inpatient Revenue	**84,868,278**	**82,563,304**	**84,382,443**	**82,121,035**	**88,850,309**	**90,364,739**	**93,536,341**	**111,301,845**	**89,224,897**	**109,016,638**	**100,093,723**	**96,484,573**	**90,070,290**
Gross Outpatient Revenue:													
Outpatient:													
Self Pay:													
8510-3010-44501 OP-Self Pay	0	0	0	0	0	0	0	0	5,804	0	0	0	0
8510-3151-44501 OP-Self Pay	(5,068)	0	0	0	0	0	0	0	0	0	0	0	(3,818)
8510-3170-44501 OP-Self Pay	0	0	0	424	0	0	0	0	0	0	0	0	0
8510-4271-44501 OP-Self Pay	652	1,729	3,148	2,242	1,378	312	0	792	504	504	1,355	504	3,994
8510-4279-44501 OP-Self Pay	0	0	1,775	0	0	0	0	0	0	1,033	0	0	0
8510-4282-44501 OP-Self Pay	0	0	0	238	238	238	0	0	0	0	0	0	0
8510-4285-44501 OP-Self Pay	2,226	652	2,104	0	2,980	1,136	1,104	3,744	2,496	1,728	2,726	1,668	1,704
10-4181-44501 OP-Self Pay	0	0	0	0	0	514	0	0	0	0	0	0	0
120-44501 OP-Self Pay	731	394	2,193	380	0	1,653	4,680	0	2,258	2,170	1,302	868	0
20-44501 OP-Self Pay	0	0	0	33,087	0	39,739	0	0	0	0	0	0	0
21-44501 OP-Self Pay	118,917	29,904	57,545	215,121	0	0	32,729	0	131,644	121,806	32,182	39,697	0
270-44501 OP-Self Pay	0	0	0	0	0	0	0	0	238	0	0	0	0
8510-4500-44501 OP-Self Pay	11,360	6,299	6,157	1,044	8,021	5,865	3,617	11,535	5,439	5,857	6,975	5,998	4,803
8510-4520-44501 OP-Self Pay	0	0	0	0	0	0	302	0	0	0	0	0	0
8510-4540-44501 OP-Self Pay	532	0	0	0	0	0	1,065	0	0	0	0	0	0
8510-4570-44501 OP-Self Pay	0	0	0	0	0	0	0	0	53,269	0	0	0	0
8510-4580-44501 OP-Self Pay	0	7,539	0	0	0	535	0	0	1,731	0	0	577	0
8510-4630-44501 OP-Self Pay	579	1,386	0	3,010	300	2,697	579	764	1,386	764	693	468	0
8510-4650-44501 OP-Self Pay	0	7,037	0	0	0	0	0	0	0	0	0	0	0
8510-4660-44501 OP-Self Pay	0	7,801	0	8,768	0	0	0	0	0	0	0	0	0
8510-4670-44501 OP-Self Pay	2,362	7,140	8,528	7 146	14,292	4,764	8,528	4,764	2,362	2,362	11,910	2,362	7 140
8510-4680-44501 OP-Self Pay	0	8,943	0	7,307	6,025	0	0	0	3,977	0	0	4,852	0
8510-4683-44501 OP-Self Pay	2,418	1,323	2,733	0	3,401	251	0	1,579	1 624	471	668	618	1,534
8510-4710-44501 OP-Self Pay	2,557	815	3,607	8,788	534	3,358	2,009	515	7,209	0	3,445	2,508	0
8510-4720-44501 OP-Self Pay	0	0	0	0	0	0	0	0	703	0	0	0	0
8510-4730-44501 OP-Self Pay	625	0	0	0	0	0	0	2,027	1,809	0	678	0	0
8510-4682-44501 OP-Self Pay	238	0	0	0	0	0	0	0	0	0	0	0	0
8510-4565-44501 OP-Self Pay	0	0	0	0	0	0	0	0	0	0	456	0	0
Total: Self Pay	136,760	79,758	98,848	292,645	36,137	61,242	57,653	25,910	238,147	137,555	62,499	60,570	18,425
Comm Ins:													
8510-3170-44521 OP-Comm Ins	0	0	0	0	0	0	0	0	0	0	0	0	17,806
8510-4271-44521 OP-Comm Ins	2,697	2,179	928	238	1 726	1 461	1,971	240	504	240	2,142	1,812	1 768
8510-4279-44521 OP-Comm Ins	0	514	376	0	0	0	770	5,855	1,313	0	0	0	0
8510-4284-44521 OP-Comm Ins	0	0	0	0	0	0	0	0	0	0	456	415	415
8510-4285-44521 OP-Comm Ins	0	0	0	0	0	0	0	0	0	0	547	0	0
8510-4181-44521 OP-Comm Ins	193,820	173,458	258,683	152,233	283,163	351,939	354,786	691,877	93,525	235,470	(42,697)	338,092	253,767
8510-4281-44521 OP-Comm Ins	4,375	2,656	4,969	7,579	1,103	5 415	5,045	4,719	3,114	2,170	7,378	2,170	2,170
8510-4420-44521 OP-Comm Ins	31,234	63,673	17,184	30,825	11,639	143,024	35,732	57,707	26,623	35,830	73,468	27 414	17 434
8510-4421-44521 OP-Comm Ins	26,155	0	114,999	20,337	0	127 672	60,764	34,794	0	151,935	58,853	0	0
8510-4470-44521 OP-Comm Ins	174	0	0	0	0	0	0	0	0	213	0	0	0
8510-4500-44521 OP-Comm Ins	2,655	3,298	45	219	178	2,940	8,191	1,030	0	1,684	2,309	4,391	6,818
8510-4520-44521 OP-Comm Ins	0	719	0	352	847	604	721	476	0	535	(11)	3,092	1,489
8510-4540-44521 OP-Comm Ins	532	479	0	532	0	0	0	0	0	918	2,424	0	1 431
8510-4570-44521 OP-Comm Ins	2,857	0	0	0	0	0	0	0	0	20,792	0	0	0
8510-4580-44521 OP-Comm Ins	8,441	535	1 775	0	535	1,070	0	577	0	577	1 154	577	577
8510-4630-44521 OP-Comm Ins	1,606	3,857	0	1,845	551	4,074	1,665	0	784	2,281	2,281	1,391	2,540
8510-4650-44521 OP-Comm Ins	0	0	0	0	0	0	0	0	0	7 616	0	2,441	0
8510-4660-44521 OP-Comm Ins	0	0	0	0	0	0	0	0	0	0	0	4,628	0
8510-4679-44521 OP-Comm Ins	0	0	0	0	0	2,159	0	0	0	0	0	3,406	9,005
8510-4680-44521 OP-Comm Ins	0	0	0	0	0	0	0	0	4,147	0	8,024	4,147	11,897
8510-4681-44521 OP-Comm Ins	1 422	533	1 991	0	0	979	533	551	0	1,668	0	551	0
8510-4683-44521 OP-Comm Ins	4,540	2,537	2,013	743	2,277	8,037	2,818	1,934	2,262	784	4,311	3,641	2,023
8510-4710-44521 OP-Comm Ins	4,542	4,732	5,542	4,353	1 034	10,357	7,557	8,404	3,923	10,574	15,126	9,372	1,093
8510-4730-44521 OP-Comm Ins	0	0	0	0	7,801	5,078	0	0	0	0	0	10 191	10,744
8510-4770-44521 OP-Comm Ins	0	0	0	0	0	0	0	0	0	0	535	13 410	5,138
8510-4785-44521 OP-Comm Ins	0	0	0	0	0	0	0	0	368	418	0	415	415
8510-4571-44521 OP-Comm Ins	0	0	2,510	0	0	0	0	0	0	0	2,486	0	0
Total: Comm Ins	295,113	264,898	412,917	219 606	308,256	663,418	579,023	778,641	136,559	474,764	139,629	435,182	364,995
Comm MgdCare:													
8510-3010-44522 OP-Comm MgdCare	11,448	5,360	6,764	424	20 438	0	0	0	0	0	0	0	11,571
8510-3151-44522 OP-Comm MgdCare	46,405	19,960	19,504	68,842	40,791	49,806	40,704	(7,532)	16,282	21,624	33,806	5,804	42,255
8510-3170-44522 OP-Comm MgdCare	76,805	100,668	63,575	22,472	12,339	42,409	27,957	51,243	17,375	70,748	38,510	52,041	70,146
8510-3171-44522 OP-Comm MgdCare	0	8,947	9,205	14,149	23,252	7,759	347	30,737	13,915	52,050	14,040	2,544	28,284
8510-3172-44522 OP-Comm MgdCare	0	0	0	0	0	22,048	0	5,784	19,535	20,776	0	0	0
8510-3173-44522 OP-Comm MgdCare	0	0	14 416	30,952	10 778	9,762	0	0	0	0	8,904	0	0
8510-4271-44522 OP-Comm MgdCare	52,170	32,910	59,298	30,726	41,563	39,550	49,373	72,000	39,896	43,527	43,350	39,309	49,376
8510-4279-44522 OP-Comm MgdCare	28,873	24,636	29,833	17,735	19,054	28,783	7,540	13,668	39 146	13,374	17,335	28 119	23,538
8510-4281-44522 OP-Comm MgdCare	0	894	0	0	0	0	0	0	0	0	238	0	0
8510-4282-44522 OP-Comm MgdCare	19,559	14,169	19,247	19,917	10 454	19,071	13,220	18,605	12,055	15,450	15 436	10,739	29,512
8510-4284-44522 OP-Comm MgdCare	0	0	0	0	0	0	0	0	0	0	380	1,631	3,971
8510-4285-44522 OP-Comm MgdCare	1,717	1,204	903	602	1,116	1,204	946	380	1,035	602	3,229	602	368
8510-4181-44522 OP-Comm MgdCare	19,839	93,932	147,024	178,413	199,809	134,265	334,530	572,279	288,101	442,184	148,522	125,660	197,819
8510-4280-44522 OP-Comm MgdCare	141,085	149,348	97,559	106,459	130,030	98,734	105,849	106,891	138,294	107,020	110,491	116,047	103,691
8510-4420-44522 OP-Comm MgdCare	664,418	573,407	720,871	741,779	624,114	818,802	908,939	654,657	799,384	686,571	623,760	1,510,245	1,253,186
10-4421-44522 OP-Comm MgdCare	1,772,317	1,253,781	1,570,733	1,309,645	820,904	1,694,013	1 765,845	1 451 799	1,329,937	1,242,444	1 478,776	737,227	1,369,394
-4470-44522 OP-Comm MgdCare	870	1 671	745	386	1,026	628	1,811	2,377	1,301	1,215	1 797	1,174	1,890
0-44522 OP-Comm MgdCare	158,012	133,092	128,264	131,996	116,006	134,985	103,784	121,714	135,046	160,834	143,020	160 126	126,817
0-44522 OP-Comm MgdCare	50 194	58,823	45,177	43,376	41,758	45,855	52,741	44,029	48,328	55,411	41 478	70,644	70,029
0-44522 OP-Comm MgdCare	8,837	8,228	9 112	8,345	14,518	10,095	6,327	13,691	11 134	9,981	11,252	8,396	8,141
10-4570-44522 OP-Comm MgdCare	190,139	200,183	157,722	84 436	284,066	469,392	331,574	331,535	193,806	361,302	368,888	206,317	430,785
8510-4580-44522 OP-Comm MgdCare	69,826	54,027	62,076	69,080	82,350	44,700	65,826	25,759	80,806	44,358	62,091	86 474	49,858
8510-4610-44522 OP-Comm MgdCare	0	0	0	1 573	1,573	0	0	6,473	0	0	6,473	6,259	0
8510-4620-44522 OP-Comm MgdCare	0	4,311	0	0	1 437	2,871	1 437	0	0	1,437	0	1 437	1 437

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8510-4530-44522 OP-Comm MgdCare	120 578	96,981	123,230	112,811	86,769	91,856	118,459	89,030	83,228	75,011	85,545	89,881	71,818
8510-4531-44522 OP-Comm MgdCare	178,392	102,881	73 492	152,211	99,055	84,812	145,815	101,921	98,957	147,735	70,305	140,804	152,686
8510-4538-44522 OP-Comm MgdCare	3,009	2,710	2,414	6,007	8,238	4,093	3,913	9,430	4,831	6,031	9,351	3,894	2,529
8510-4550-44522 OP-Comm MgdCare	53,768	39,350	34,203	27,450	34,345	54,535	52,959	53 104	33,801	29,815	27,528	30,811	38,791
8510-4560-44522 OP-Comm MgdCare	136,832	158,206	156,010	107 773	141,697	130,158	154 145	139,768	144,357	166,950	151,266	129,312	160,962
8510-4570-44522 OP-Comm MgdCare	122,078	113,788	119,112	111,797	108,440	100,429	124,052	108,337	101,963	113,901	93,762	103,886	118,687
8510-4580-44522 OP-Comm MgdCare	114,451	78,535	88,186	90,863	84,714	88,001	108,620	90,008	126,355	118,997	122,791	100,823	126,846
8510-4591-44522 OP-Comm MgdCare	47,856	38,257	57,391	42,483	52,219	64,814	39,808	52,037	71,228	61,851	73,841	63,793	77,189
8510-4593-44522 OP-Comm MgdCare	49,836	48,209	52,404	46,236	53,513	42,560	43,648	57,594	54 455	53 468	77,551	76,795	59,284
8510-4710-44522 OP-Comm MgdCare	187,035	201,993	183,202	137,951	210,866	190,893	251,977	215,266	209,306	220,476	195,259	291,721	247,809
8510-4720-44522 OP-Comm MgdCare	3,952	5,525	3,971	3,733	732	2,693	9,303	1,204	188	9,298	4,030	8,266	2,535
8510-4730-44522 OP-Comm MgdCare	15,005	14,839	3,639	4,768	7,044	(1,471)	15,476	4,952	1,770	3,051	8,928	7,425	7,595
8510-4740-44522 OP-Comm MgdCare	0	0	10,510	0	0	0	0	6,533	5,255	0	0	0	0
8510-4760-44522 OP-Comm MgdCare	155,469	142,005	135,994	100,564	165,246	136,258	153,455	81,521	98,214	120,775	103,752	206,032	181,167
8510-4770-44522 OP-Comm MgdCare	205,524	182,602	240,727	172,233	163,742	158,434	184 704	188,533	189,124	209,021	204,627	154,072	185,545
8510-4780-44522 OP-Comm MgdCare	4,829	1,571	847	0	2,958	2,958	742	0	0	0	3,243	2,529	1 410
8510-4790-44522 OP-Comm MgdCare	7,653	3,716	4,325	5,421	3,317	0	0	1,698	1,181	1,681	5,005	7 421	8,053
8510-4862-44522 OP-Comm MgdCare	2,070	0	376	2,423	1 520	2,291	726	2,504	1,677	630	1,775	1,952	2,220
8510-4865-44522 OP-Comm MgdCare	7,520	4,767	9,321	7,857	7,815	7,257	8,322	10,515	10,887	5,148	8,141	8,154	8,701
8510-4871-44522 OP-Comm MgdCare	8,143	27,585	7,545	10,105	8,068	7,049	12,552	5,818	11,274	7,131	15,162	11,571	8,120
Total: Comm MgdCare	4,651,628	4,413,494	4,257,328	3,997,408	3,977,455	4,004,836	5,397,125	4,786,050	4,434,879	5,039,170	4,686,693	4,664,666	5,410,677
Comm Risk													
8510-3151-44523 OP-At Risk	0	0	0	8,480	0	0	0	0	0	0	0	0	0
8510-3170-44523 OP-At Risk	0	0	0	0	0	0	0	0	0	0	9,342	0	19,080
8510-3171-44523 OP-At Risk	0	0	0	0	0	0	0	0	0	0	6,350	0	0
8510-4181-44523 OP-At Risk	0	424	32,771	0	424	0	0	240	0	240	480	0	0
8510-4230-44523 OP-At Risk	0	1,076	2,524	5,742	0	1,467	4,704	1,333	3,524	434	1,322	1,322	3,038
8510-4420-44523 OP-At Risk	0	17,970	38,576	0	0	25,310	115,276	35,761	30 131	0	24,324	13,100	71,791
8510-4421-44523 OP-At Risk	0	0	0	6,888	0	0	18,398	0	23,763	0	0	0	0
8510-4470-44523 OP-At Risk	0	0	0	174	0	0	218	218	0	0	0	218	0
8510-4500-44523 OP-At Risk	2,271	7,783	7,520	3,458	0	178	5,758	2,817	978	0	5,466	1,444	2,868
8510-4520-44523 OP-At Risk	0	1 414	1 035	0	0	3,602	1,042	0	1,023	1,220	0	810	838
8510-4540-44523 OP-At Risk	0	0	0	0	0	0	1,185	0	0	0	513	0	0
8510-4570-44523 OP-At Risk	0	0	0	71,794	0	0	24,729	2,857	0	0	0	13,819	0
8510-4590-44523 OP-At Risk	0	8,074	0	1,605	0	0	577	577	0	0	577	577	577
8510-4630-44523 OP-At Risk	693	693	1,913	2,104	0	816	5,269	764	693	742	17,057	0	2,000
8510-4650-44523 OP-At Risk	0	7 037	0	0	0	0	0	0	0	0	0	0	0
8510-4660-44523 OP-At Risk	0	0	0	0	0	0	0	0	0	0	7,251	0	12,534
8510-4670-44523 OP-At Risk	0	0	5,118	0	0	0	0	0	0	0	0	0	0
8510-4680-44523 OP-At Risk	0	0	4 197	0	0	0	0	0	0	0	7,769	0	12,685
8510-4710-44523 OP-At Risk	1,591	1,591	7,491	3,988	0	2,527	15,069	8,330	5,917	1,095	7,728	9,450	3,278
8510-4720-44523 OP-At Risk	0	3,719	13	660	0	0	0	0	154	0	0	0	0
8510-4730-44523 OP-At Risk	0	0	1,897	0	0	0	0	0	0	0	0	0	0
8510-4740-44523 OP-At Risk	0	0	5,253	10,510	0	0	10,510	0	0	0	0	0	0
8510-4760-44523 OP-At Risk	0	0	0	0	0	4,312	0	0	0	8,782	0	4,452	0
8510-4770-44523 OP-At Risk	6,445	5,767	0	0	0	4,820	842	0	4,668	2,576	4,042	8,788	14,280
8510-4790-44523 OP-At Risk	656	0	0	0	0	0	0	0	0	0	0	0	0
8510-4865-44523 OP-At Risk	0	301	0	301	0	0	0	0	0	0	0	0	0
8510-4871-44523 OP-At Risk	0	0	0	0	0	0	1,531	0	0	0	0	0	0
Total: Comm Risk	11,656	59,951	107,062	118,641	424	42,731	207,138	52,747	71,111	15,889	92,241	64,901	143,379
WC Comp													
8510-3170-44531 OP-WC	0	0	0	0	5,360	0	0	0	7,208	0	0	0	0
8510-4571-44531 OP-WC	5,812	5,270	6,768	5,024	8,491	9,760	6,690	4,680	7,803	8,225	7,494	12,713	7,426
8510-4579-44531 OP-WC	301	0	0	(309)	0	0	0	0	0	0	0	626	0
8510-4230-44531 OP-WC	394	0	3,197	0	1,078	1,578	723	1 772	944	0	4,687	0	2,053
8510-4420-44531 OP-WC	0	0	18,807	0	0	0	0	0	34,576	0	19,335	0	41,138
8510-4421-44531 OP-WC	11,057	0	118,002	0	34,595	18,361	15,526	19,977	23,172	0	0	0	0
8510-4470-44531 OP-WC	0	42	0	42	0	42	53	0	0	53	0	0	0
8510-4500-44531 OP-WC	769	0	2,016	852	4,563	6,391	3,497	2,291	2,674	5,408	(3,253)	0	1 725
8510-4520-44531 OP-WC	0	0	302	0	4,340	0	322	0	0	0	174	0	0
10-4500-44531 OP-WC	0	0	535	535	1 070	0	12,012	8,253	5,540	0	577	0	0
30-44531 OP-WC	579	579	0	1,358	579	1,043	579	1,088	3,332	2,430	784	0	784
50-44531 OP-WC	0	0	0	0	0	0	0	6,898	0	0	0	0	0
60-44531 OP-WC	0	0	0	0	0	0	0	9,606	0	0	0	0	0
70-44531 OP-WC	0	0	0	0	0	0	0	0	0	2,168	0	0	0
10-4500-44531 OP-WC	0	0	0	0	0	4,360	0	0	0	0	0	0	0
8510-4593-44531 OP-WC	8,538	8,535	9,854	5,859	8,712	7,995	9,060	12,179	15,593	12,498	18,280	12,047	13,292
8510-4710-44531 OP-WC	395	0	4,864	0	2,653	1,844	1 606	7,022	4,366	277	8,383	1,373	822
8510-4720-44531 OP-WC	0	0	0	0	0	0	731	0	0	0	0	0	0
8510-4730-44531 OP-WC	0	0	0	0	0	0	2,476	0	0	0	0	0	0
8510-4710-44531 OP-WC	0	0	1,819	2,040	9,303	0	8,885	9,156	3,061	10 489	4,525	0	1,050
Total: WC Comp	28,636	12,526	163,964	15,400	81,843	49,750	62,260	84,441	108,271	41,570	69,988	26,962	68,298
Medicare													
8510-3010-44541 OP-Medicare	99,123	84,811	25,534	30,528	28,536	23,793	30,528	17,307	19,975	62,616	95,971	80,244	29,257
8510-3151-44541 OP-Medicare	123,606	253,650	225,004	200,593	322,000	222,122	210,539	135,513	103,854	239,381	199,918	186,715	192,515
8510-3170-44541 OP-Medicare	202,383	119,661	99 174	94,521	151,393	79,353	94,693	141,520	118,992	99,089	68,645	235,919	121,765
8510-3171-44541 OP-Medicare	194,332	199,355	99,701	186,016	204 194	125,495	100 439	121,515	93,725	153,740	127,830	82,021	76,198
8510-3172-44541 OP-Medicare	0	35,192	22,805	8,804	0	58,636	33,020	51,804	11 445	35,618	59,764	62,576	15,396
8510-3173-44541 OP-Medicare	22,808	76,744	36,584	14,840	8,088	61,804	58,935	24,592	13,992	(12,600)	11,572	43,792	(16,626)
8510-4071-44541 OP-Medicare	200,884	251 453	234,448	188,375	206,614	194,155	190 000	253,533	210,859	216,421	253,473	216,632	228,848
8510-4079-44541 OP-Medicare	71,550	57,257	85,844	80,668	93,828	93,260	81,765	100 137	82,480	95,537	120,300	117 712	104,865
8510-4092-44541 OP-Medicare	43,457	41,250	43,457	25,794	32,372	23,218	33,659	44,693	34,026	35,678	45,252	29,301	39,291
8510-4094-44541 OP-Medicare	0	0	0	0	0	0	0	0	0	0	0	4,071	3,417
8510-4095-44541 OP-Medicare	602	1,115	1 144	676	2,253	903	939	240	1,038	1,072	3,657	1,818	692
8510-4181-44541 OP-Medicare	391 766	273,994	355,197	335,559	307,548	266,068	469 744	606,111	555,580	553,173	655,617	1 118,331	624,835
8510-4230-44541 OP-Medicare	227,987	110,743	147,686	157,833	172,029	157,953	106,296	171,068	131 043	163,105	152,234	158,001	130 493
8510-4420-44541 OP-Medicare	1,498,918	1,195,250	1,260,001	986,458	1,238,241	1,241,812	1,138,344	1,315,013	1,228,733	1,614,594	1,812,226	1,328,214	1,143,462
8510-4421-44541 OP-Medicare	594,436	780,434	660,831	165,200	427,610	535,089	233,228	905,252	698,854	674,577	796,857	672,256	700,121
8510-4470-44541 OP-Medicare	5,832	5,650	4,524	5,914	4,550	4,711	4 939	5,452	11,295	7 074	9,235	8,545	8,956
8510-4500-44541 OP-Medicare	1,110,343	915,226	838,742	837,668	883,854	845,319	848,973	968,872	761,320	893,751	847,568	1,016,359	928,122
8510-4520-44541 OP-Medicare	63,872	58,947	63,342	59 175	46,523	59 484	38,743	57 106	40,534	59,885	63,164	57,539	53,228
8510-4540-44541 OP-Medicare	35,340	19,559	26,543	32,299	29 422	37,605	34,723	33,217	25,714	31,059	20,107	45,334	35,602
8510-4570-44541 OP-Medicare	1,217,014	1,347,825	1,128,358	1,282,409	1,253,723	737,770	931,361	1 126,808	762,519	1 577 573	2,057,057	2,469,358	1 673,695
8510-4580-44541 OP-Medicare	215,829	157 714	173,857	204,582	152,697	200,951	157 451	148,594	153,476	210,597	170,563	194,846	191 185
8510-4610-44541 OP-Medicare	1 573	1,573	(2,840)	3,765	1,573	2,418	15,937	17,235	0	10,946	8,473	21,892	11,762
8510-4620-44541 OP-Medicare	8,622	1 437	1 437	0	0	10,059	0	1 437	2,874	1 437	0	0	0
8510-4630-44541 OP-Medicare	173,004	197,035	200,063	152,356	172,500	153,604	171 057	188,235	176,283	149,092	181,518	207,079	171,653
8510-4631-44541 OP-Medicare	874,325	353,518	737,202	616,730	718,437	743 658	319,435	317,576	403,655	380,823	456,221	610 692	369,233
8510-4638-44541 OP-Medicare	17,832	9,373	32,476	19,685	13,090	17,843	12,777	29,837	17,812	21,531	29,703	21,748	23,026
8510-4650-44541 OP-Medicare	169,060	45,089	132,493	134,672	123,808	109,719	60 117	116,839	92,141	192,501	153,747	82,670	118,318
8510-4660-44541 OP-Medicare	208,642	194,760	157,830	148,883	158,311	190,351	191,768	157,118	200,893	241,002	183,353	208,607	181,002
8510-4670-44541 OP-Medicare	90,530	127,108	93,823	124,030	97,528	88,836	79,535	97,710	85,302	127,521	126,459	135,918	118,035
8510-4680-44541 OP-Medicare	278,480	342,660	231,003	197,500	191,298	210,047	191 101	367,268	241,509	310,923	288,483	304,222	265,162
8510-4691-44541 OP-Medicare	48,041	28,401	20,923	18,403	21,426	30,300	20,812	49 105	43,522	47,092	41,257	38,937	39,034
8510-4693-44541 OP-Medicare	207,537	184,253	180,201	143,982	169 971	99,748	195,282	257,520	176,020	202,364	237,528	234,585	217,942
8510-4710-44541 OP-Medicare	348,813	264,627	297,712	279,130	298,533	266,038	249,688	401,893	304,765	340,690	390,185	441,035	355,990
8510-4720-44541 OP-Medicare	39,365	24,344	19,009	17,317	17,661	19,670	11,932	36 442	31,219	8,907	19,870	18,303	9,191
8510-4730-44541 OP-Medicare	34,547	8,153	35,541	26,202	12,994	26,553	13,527	15,358	21 140	17,655	35,509	24,167	22,857
8510-4740-44541 OP-Medicare	131,375	76,525	63,000	42,040	42,040	63,000	48,943	32,475	33,168	71,029	38,731	65,535	76,005
8510-4760-44541 OP-Medicare	178,990	227,009	238,078	225,476	166,326	268,259	92,264	159,500	158,994	157,523	158,223	172,255	148,471
8510-4770-44541 OP-Medicare	238,221	203,579	253,763	254,454	257,887	200,476	254,128	272,515	258,743	213,166	202,783	254,488	203,559
8510-4780-44541 OP-Medicare	930	930	7,597	3,251	0	930	1,694	8,054	0	8,039	3,249	5,458	9,571
8510-4790-44541 OP-Medicare	15,271	14,628	3,953	11,012	2,509	2,619	2,459	8,809	4 063	7,857	8,692	10,816	15,233
8510-4862-44541 OP-Medicare	0	845	0	0	1 020	1,020	0	419	705	9,951	0	0	0
8510-4865-44541 OP-Medicare	151,264	142,624	145,369	121,483	123,055	106,735	131,132	171,026	137,847	148,352	153,674	153,670	145,946
8510-4871-44541 OP-Medicare	61,813	53,718	35,719	43,319	32,439	58,380	40,757	38,058	26 185	54,723	35,645	48,289	33,827
Total: Medicare	9,023,774	8,629,804	8,435,575	7,666,204	8,177,791	7 665,637	6,854 065	8,937,474	7,661,597	9 699,624	10,267 000	11,217,330	9,150,064
Medicare MgdCare													
8510-3010-44542 OP-Medicare MgdCare	0	5,512	20,519	7,256	18,232	0	0	0	7,208	20,526	18,928	29,268	16,536
8510-3151-44542 OP-Medicare MgdCare	60,453	117,825	140 413	105,157	146,466	70,875	132,918	183,825	64,705	258,573	187,804	98 104	139,382
8510-3170-44542 OP-Medicare MgdCare	35,884	34,403	996	23,630	13,568	37,312	19,504	13,676	2,993	93,488	24,035	45,811	27,912
8510-3171-44542 OP-Medicare MgdCare	21,801	41 476	71,004	40,403	18,828	26,162	103,314	36,033	25,632	12,268	0	4,227	27,891
8510-3172-44542 OP-Medicare MgdCare	0	0	0	0	12,720	8,904	0	27,984	28,832	4,054	0	0	15,536
8510-3173-44542 OP-Medicare MgdCare	0	948	25,440	28,832	7 632	21,282	0	15,536	0	0	11 448	0	0
8510-4071-44542 OP-Medicare MgdCare	15,703	19,747	8,514	13,088	12,431	19,038	12,123	28,551	17,607	17,649	18,268	23,180	24 418
8510-4079-44542 OP-Medicare MgdCare	63,418	50,548	52,464	42,357	110,805	47,809	35,542	49 477	40,084	52,918	41 154	52,266	108,430
8510-4091-44542 OP-Medicare MgdCare	0	994	0	0	0	0	0	476	0	944	0	476	357
8510-4092-44542 OP-Medicare MgdCare	38,629	29,017	27,119	23,818	22,927	21,359	26,348	19 180	23,323	41,531	26,060	20,557	18,968
4-44542 OP-Medicare MgdCare	0	0	0	0	0	0	0	0	0	0	0	997	4,976
5-44542 OP-Medicare MgdCare	0	0	0	0	0	0	0	0	0	0	1,141	0	0
51-44542 OP-Medicare MgdCare	133,329	65,652	163,571	234,168	230,923	286,066	331,323	533,698	595,180	1,476,112	558,455	401,483	170,221
9-44542 OP-Medicare MgdCare	69,584	61,825	41,353	74,520	43,036	32,231	48,473	41,585	40,144	78,942	39,545	60,762	54,733
8-4420-44542 OP-Medicare MgdCare	753,795	539,543	479,656	548 137	531,286	317,789	596,053	358,525	333,578	718,973	528,538	661,314	506,315
8510-4421-44542 OP-Medicare MgdCare	176,034	180,339	131 144	134,819	365,330	298,902	97,824	191,660	206,701	131,858	77,089	353,774	178,342
8510-4470-44542 OP-Medicare MgdCare	897	4,491	4,976	3,033	2,254	1,816	1 121	4,403	3,011	8,338	6,502	6,100	2,274
8510-4500-44542 OP-Medicare MgdCare	81,283	104,094	105,407	136,756	66,690	92,740	117,760	130,576	77,421	188,434	69,518	94,600	94,822

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8510-4520-44542 OP-Medicare MgdCare	29,287	26 440	27,293	29,044	32,591	13,308	31,747	22,984	30 113	37,405	39,719	25,409	32,874
8510-4540-44542 OP-Medicare MgdCare	8,057	1 437	788	8,258	8,364	3,760	12,587	6,362	2,951	15,831	1,815	7,035	2,170
8510-4570-44542 OP-Medicare MgdCare	71 140	1 114,898	1,110,862	1,269,494	501,815	(41,908)	417,254	1,261,678	263,221	1,501,436	1,768,907	1,023,781	314,315
8510-4580-44542 OP-Medicare MgdCare	49,211	93,235	89,353	122,336	135,332	58,514	118,551	102,552	84,573	159,070	131,139	106,343	97,733
8510-4610-44542 OP-Medicare MgdCare	0	0	1,573	0	0	0	0	0	6,673	0	10,845	0	10,946
8510-4620-44542 OP-Medicare MgdCare	1 437	0	0	0	0	0	1 437	0	2,874	0	0	0	1,437
8510-4630-44542 OP-Medicare MgdCare	102,035	118,271	138,522	90,721	88 454	69,960	141,211	71,586	54,240	94,309	87,231	138,788	113,805
8510-4631-44542 OP-Medicare MgdCare	151,532	171,190	211,884	217,527	99,711	400,813	49,678	482,478	106,575	178,534	212,475	0	277,635
8510-4635-44542 OP-Medicare MgdCare	13,648	8,522	8,418	9,019	3,006	13,400	13,174	9,299	5,857	11,888	6,174	12,218	8,388
8510-4650-44542 OP-Medicare MgdCare	34,541	55 174	59,049	72,850	50 447	33,571	94,050	61,931	69,705	117,403	80,315	49,584	78,948
8510-4660-44542 OP-Medicare MgdCare	104,142	120,019	127 152	157,524	111 697	103,462	92,765	121 437	110,045	156,158	138,041	84,315	98,200
8510-4670-44542 OP-Medicare MgdCare	84,578	71,515	110,666	74,765	67,152	99,704	83,280	85 104	70,288	92,067	103,833	61,145	85,259
8510-4680-44542 OP-Medicare MgdCare	100,250	100,695	141 459	78,165	83,141	88,792	128,040	153,822	120,954	160,765	122,093	133,769	74,580
8510-4691-44542 OP-Medicare MgdCare	68,925	95,058	84 495	97,344	57,633	93,805	42,493	89,301	78,966	75,677	85,082	83,833	94,501
8510-4693-44542 OP-Medicare MgdCare	11,217	13 443	10,268	11,600	15,707	8,840	11,622	22,053	14,959	13,527	22,412	27,653	21,410
8510-4710-44542 OP-Medicare MgdCare	81,117	103,903	116,457	(10,030)	78,062	67,686	125,657	132,171	110,166	162,705	113,393	158,115	158,143
8510-4720-44542 OP-Medicare MgdCare	1,025	6,913	4,764	19,231	6,445	6,301	4,650	12,302	3,850	12,350	14,829	10,455	12,048
8510-4730-44542 OP-Medicare MgdCare	7,922	13,557	7 182	21,071	7,222	18,157	6,301	16,573	22,128	20,905	26,868	17,754	12,350
8510-4740-44542 OP-Medicare MgdCare	5,253	5,255	5,255	5,256	5,252	0	5,630	(278)	(278)	5,630	(278)	0	10,509
8510-4760-44542 OP-Medicare MgdCare	66,357	123,942	133,550	74,434	97,520	51,492	80,572	62,237	104,343	108,055	123,275	89,764	67 431
8510-4770-44542 OP-Medicare MgdCare	195,240	194 777	222,527	145,911	211,183	139,908	135,627	160,093	160,264	157,571	233,022	188,869	226,574
8510-4780-44542 OP-Medicare MgdCare	847	4,454	1,860	1,604	1,660	0	3,208	7,979	3,694	11,763	1,850	2,400	8,820
8510-4790-44542 OP-Medicare MgdCare	4,750	9,806	13,583	5,418	3,818	1,428	742	727	2,069	8,422	954	1 696	3,103
8510-4852-44542 OP-Medicare MgdCare	814	750	375	0	1,392	0	1,290	647	671	1,428	456	1,328	415
8510-4855-44542 OP-Medicare MgdCare	3,908	3,834	4,808	3,843	3,638	6,496	3,687	3,252	4,676	4,289	3,974	4,773	4,427
8510-4871-44542 OP-Medicare MgdCare	21,212	19,169	34,505	12,534	18,310	21,491	17,594	22,525	13,518	16,922	40,475	20,804	13,150
Total: Medicare MgdCare	2,713,936	3,736,139	4,000,975	3,887,256	3,314,243	2,810,197	3,432,092	4,469,705	2,935,469	5,230,603	5,002,665	4,442,603	3,512,152
Medicare Risk:													
8510-3010-44543 OP-Medicare At Risk	0	0	0	0	3,392	5,512	0	5,542	0	0	16,626	0	0
8510-3181-44543 OP-Medicare At Risk	3,269	103,849	33,137	40,250	8,066	5,512	51,100	38,931	112,764	61,123	69,730	13,454	47,931
8510-3170-44543 OP-Medicare At Risk	44,095	10,523	27,605	35,642	18,232	9,450	44,548	69 112	9,228	14,840	19,504	47,072	59,944
8510-3171-44543 OP-Medicare At Risk	(19,668)	(1,497)	0	20,032	47,923	12,078	1,638	21,194	18,536	0	3,392	10,838	17,307
8510-3172-44543 OP-Medicare At Risk	0	0	0	0	0	11 448	0	0	8,604	0	0	0	0
8510-3173-44543 OP-Medicare At Risk	0	43,248	0	0	10,650	0	0	0	0	0	0	0	0
8510-4071-44542 OP-Medicare At Risk	0	0	0	238	212	0	480	720	2,187	240	744	480	720
8510-4079-44543 OP-Medicare At Risk	760	535	715	0	443	0	0	350	992	737	1,115	0	0
8510-4092-44542 OP-Medicare At Risk	928	1 138	2,520	3,929	2,008	2,938	1,096	2,947	4,804	4,272	2,544	3,048	1 488
8510-4094-44543 OP-Medicare At Risk	0	0	0	0	0	0	0	0	0	0	4,231	0	498
8510-4095-44543 OP-Medicare At Risk	0	0	0	0	0	0	0	350	0	0	0	0	0
8510-4181-44542 OP-Medicare At Risk	21 103	7,521	74,819	45,385	39,200	51,024	150,860	153,733	82,058	233,606	203,349	31,047	71,718
8510-4230-44543 OP-Medicare At Risk	16,580	7 649	8,439	28,734	19,053	20 462	23,011	24,503	21,555	7,376	22,162	21 169	22,662
8510-4420-44543 OP-Medicare At Risk	134,259	48,577	157,180	186,137	203,892	353,366	181,369	274,454	257,317	194,003	217,377	306,181	294 184
8510-4421-44543 OP-Medicare At Risk	0	0	0	0	12,573	0	0	0	0	0	0	0	0
8510-4470-44543 OP-Medicare At Risk	142	148	564	498	564	390	857	1,540	1,057	1,401	1,731	218	574
8510-4500-44543 OP-Medicare At Risk	53,240	30,080	33,479	27,783	36,249	47,604	52,333	41,660	54,660	43 413	41,323	35,139	44 452
8510-4520-44543 OP-Medicare At Risk	3,882	1 668	5,129	12 404	17,516	12,232	21,576	13,368	12,712	20,700	13,764	22,883	14,858
8510-4540-44543 OP-Medicare At Risk	1 138	1,297	858	5,430	5,524	0	5,941	1,935	5,358	1,626	1,944	7,848	1,839
8510-4570-44543 OP-Medicare At Risk	11,810	12,160	78,881	27 429	191,945	81,668	36,763	99,704	112,671	549,848	652,188	73,848	113,951
8510-4580-44543 OP-Medicare At Risk	39,545	17,894	11,960	17,023	20,034	24,208	41,228	22,857	60,883	14,095	29,623	8,970	22,260
8510-4620-44543 OP-Medicare At Risk	0	2,874	0	0	0	0	0	0	0	0	0	0	1 437
8510-4630-44543 OP-Medicare At Risk	12,641	7,491	20,723	8,606	15,600	21,600	31,298	8,179	27,832	21,894	13,368	22,700	7,082
8510-4631-44543 OP-Medicare At Risk	0	0	898	109,801	0	98,344	114,722	(177,829)	1,604	0	0	92,809	0
8510-4638-44543 OP-Medicare At Risk	0	919	436	4,808	919	2,757	1,388	1,206	3,859	2,206	3,778	919	1,607
8510-4650-44543 OP-Medicare At Risk	41,849	7,037	7,489	19 459	15,691	11,572	0	37 181	43,993	19 488	8,936	0	8,936
8510-4660-44543 OP-Medicare At Risk	0	6,758	14,529	6,758	6,758	27,088	6,758	6,758	0	25,978	6,758	0	8,826
8510-4670-44543 OP-Medicare At Risk	3,157	3,521	10,765	11 129	17,537	7,811	7,008	6,359	6,974	9 056	12,107	20,088	18,620
8510-4680-44543 OP-Medicare At Risk	7,296	18,665	13,686	8,696	7,995	3,449	24,691	15,954	22,013	30,612	23,459	0	32,482
8510-4691-44543 OP-Medicare At Risk	0	0	0	0	0	0	0	0	0	0	1,244	0	3,180
8510-4693-44543 OP-Medicare At Risk	919	919	0	0	1,455	713	916	4,580	916	0	916	919	916
8510-4710-44543 OP-Medicare At Risk	39,705	9,439	23,394	33,883	44,821	43 447	44 109	60 448	68,481	53,713	76,853	41,793	80,248
8510-4720-44543 OP-Medicare At Risk	0	1,430	627	20 465	6,057	0	5,200	3,161	10,122	105	6,845	861	10,230
8510-4730-44542 OP-Medicare At Risk	0	0	0	6,328	3,301	0	0	1,770	433	3,540	3,051	0	1 770
10-4740-44543 OP-Medicare At Risk	0	5,255	0	0	10,510	0	0	(4,977)	(278)	11,065	4,977	5,533	10,788
10-44543 OP-Medicare At Risk	0	39,328	4,931	26,077	14,143	43,566	34,711	86,501	26,127	30,859	52,833	43,974	108,514
70-44543 OP-Medicare At Risk	52,482	45,029	28,040	28,264	44,364	54,212	31,502	30,169	35,058	31 178	30,530	60,725	59,883
80-44543 OP-Medicare At Risk	0	0	0	0	657	1,878	1,583	926	926	0	2,778	0	930
0-4760-44543 OP-Medicare At Risk	5,939	6,693	8,195	5,593	2,947	3,256	1,681	2,376	2,201	2,011	0	4,587	3,688
8510-4852-44543 OP-Medicare At Risk	0	0	0	0	0	514	0	0	0	647	952	974	0
8510-4855-44543 OP-Medicare At Risk	0	301	576	0	301	301	0	547	1 197	0	0	0	0
8510-4871-44543 OP-Medicare At Risk	2,510	0	2,558	2,558	0	2,558	7,540	2,558	0	4,089	5,094	0	5,094
Total: Medicare Risk	492,817	447,299	660,321	714,805	817,476	990,405	937,775	898,015	1,022,635	1,409,455	1,483,861	970,657	1,048,722
Medi-Cal:													
8510-3151-44551 OP-Medi-Cal	0	0	0	20,699	0	0	0	0	0	347	0	1,272	(16,860)
8510-3170-44551 OP-Medi-Cal	0	0	5,615	(3,818)	0	5,512	0	0	0	0	0	14,858	0
8510-3171-44551 OP-Medi-Cal	0	0	5,438	0	0	0	0	0	0	0	0	9,884	0
8510-3173-44551 OP-Medi-Cal	0	0	11 448	0	0	0	1,372	0	0	0	0	2,120	4,240
8510-4071-44551 OP-Medi-Cal	0	424	0	424	2,884	0	0	0	0	240	240	480	480
8510-4079-44551 OP-Medi-Cal	1,538	2,034	5,076	956	1 445	1,020	1,026	8,398	8,312	2,367	0	991	2,004
8510-4092-44551 OP-Medi-Cal	1,399	212	480	0	0	0	0	240	0	0	292	0	240
8510-4094-44551 OP-Medi-Cal	0	0	0	0	0	0	0	0	0	0	0	348	0
8510-4095-44551 OP-Medi-Cal	0	0	0	0	0	0	0	0	350	0	0	0	0
8510-4181-44551 OP-Medi-Cal	5,296	27,132	(28,411)	68,758	1,362	18,758	103,079	180,763	184,364	152,250	60,305	31,918	624
8510-4230-44551 OP-Medi-Cal	17,857	15,288	120	6,074	4,655	5,602	7,617	6,591	11,953	7 812	12,537	8,850	6,810
8510-4420-44551 OP-Medi-Cal	19,232	48,240	(1,660)	10,881	47,340	40,810	36,955	81,015	28,016	30,130	62,473	22,705	41,947
8510-4421-44551 OP-Medi-Cal	152,237	74,804	260,479	300,100	126,947	97,861	193,030	165,506	152,165	258,032	394,158	513,263	357,857
8510-4470-44551 OP-Medi-Cal	42	0	0	0	0	0	0	83	0	0	0	453	0
8510-4500-44551 OP-Medi-Cal	19 413	21,832	29,618	26 418	13,455	16,084	15,585	4,180	22,836	31,913	9,978	31,918	15,838
8510-4520-44551 OP-Medi-Cal	5,238	4,339	3,765	9,755	1,202	1,403	2,454	7,976	5,167	4,538	3,940	3,631	2,200
8510-4540-44551 OP-Medi-Cal	0	1,491	858	0	0	2,143	2,142	306	(728)	1,939	513	1,944	0
8510-4560-44551 OP-Medi-Cal	3,834	535	9,679	4,139	1 606	0	1,134	8,080	12,234	7,271	6,884	19,912	11,257
8510-4630-44551 OP-Medi-Cal	9,152	18,576	9,972	6,609	7 817	8,358	32,241	8,768	1 731	8,569	8,850	10,280	8,388
8510-4631-44551 OP-Medi-Cal	0	138,053	0	49,276	0	0	44,685	0	0	103,057	0	0	0
8510-4650-44551 OP-Medi-Cal	7,037	0	20 423	7,037	6,993	0	0	0	0	7 616	7,916	5,936	7,916
8510-4660-44551 OP-Medi-Cal	0	0	5,763	0	0	0	0	0	0	0	9,882	5,759	0
8510-4670-44551 OP-Medi-Cal	19,215	12,810	20 495	18,822	4,912	11,733	13,975	26,858	12,132	22,448	19 141	21,277	14,986
8510-4680-44551 OP-Medi-Cal	0	0	3,843	4 645	0	0	0	0	19,899	12,669	17,727	20,771	19,553
8510-4691-44551 OP-Medi-Cal	0	0	0	533	0	0	0	2,535	6,257	8,176	1 486	5,342	5,102
8510-4693-44551 OP-Medi-Cal	0	994	0	2,229	1,668	0	0	0	0	919	519	919	919
8510-4710-44551 OP-Medi-Cal	14 178	11,020	7,758	13,947	7,767	9,890	14,727	12,495	13,680	24,839	22,954	23,284	16,845
8510-4720-44551 OP-Medi-Cal	0	1 756	0	4,006	0	0	0	0	0	13,369	0	0	0
8510-4760-44551 OP-Medi-Cal	4,312	7,277	8,703	13,410	4,312	0	13,359	0	43,529	18,753	7,527	26,715	7,775
8510-4770-44551 OP-Medi-Cal	9,000	344	1 069	2,252	3,727	5,007	9,911	0	0	2,032	5,890	2,399	0
8510-4780-44551 OP-Medi-Cal	1 129	0	1,597	847	0	0	0	0	0	0	0	0	0
8510-4790-44551 OP-Medi-Cal	321	642	742	0	0	0	0	0	0	0	0	727	0
8510-4852-44551 OP-Medi-Cal	774	1,118	602	301	301	301	483	883	1 118	1,527	1,245	69	0
8510-4855-44551 OP-Medi-Cal	4,633	2,408	3,004	3,274	4,628	3,540	5,377	3,076	5,857	1 178	948	5,084	7 193
8510-4871-44551 OP-Medi-Cal	0	0	0	0	0	0	0	0	2,558	3,583	0	4,089	0
Total: Medi-Cal	324,639	398,256	391,790	666,836	263,304	215,445	494,222	481,801	559,123	717,913	663,021	805,729	624,254
Medi-Cal MgdCare:													
8510-3010-44552 OP-Medi-Cal MgdCare	0	0	0	5,088	0	424	10,600	0	0	0	0	0	11,024
8510-3151-44552 OP-Medi-Cal MgdCare	0	0	10 176	4,871	18,591	17,384	0	27,500	(17,808)	12,947	0	6,068	(2,120)
8510-3170-44552 OP-Medi-Cal MgdCare	0	0	0	0	0	0	22,048	23,353	633	0	12,299	0	5,645
8510-3171-44552 OP-Medi-Cal MgdCare	0	0	4,298	5,590	482	21,267	2,120	4,243	0	0	0	0	0
8510-3172-44552 OP-Medi-Cal MgdCare	0	0	0	0	0	9 752	0	0	0	0	0	0	0
8510-3173-44552 OP-Medi-Cal MgdCare	0	0	2,008	0	0	0	0	0	0	0	0	0	0
8510-4071-44552 OP-Medi-Cal MgdCare	3,138	2,475	840	1,792	2,788	4,361	2,258	5,503	1,704	3,606	1,488	4,287	2,760
8510-4079-44552 OP-Medi-Cal MgdCare	128,837	84,454	81,174	76,560	99,007	99,537	82,225	99,845	49,264	69,238	48,629	88,552	80,560
8510-4092-44552 OP-Medi-Cal MgdCare	10,881	10,888	11,398	26,524	13 184	14 147	24,455	29,748	8,469	26 432	22,575	24,824	24,819
8510-4094-44552 OP-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	0	418	2,578	4,600
8510-4095-44552 OP-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	0	1,076	0	0
8510-4181-44552 OP-Medi-Cal MgdCare	205,536	201,873	148,736	69,497	33 140	18,324	33,546	1,644	815	4,654	3,251	19,606	66,387
8510-4230-44552 OP-Medi-Cal MgdCare	123,481	111 013	111,327	145,882	133,455	109,223	147 189	118,950	120,410	159,667	129,967	131,068	110,451
8510-4420-44552 OP-Medi-Cal MgdCare	1,342,636	1 190,619	1,305,023	1,301,937	1,283,913	1,530,145	1,883,979	1,333,617	826,338	1,550,439	1,191,851	1,872,431	1,131,137
8510-4421-44552 OP-Medi-Cal MgdCare	73,312	103,844	28,263	49,515	0	28,188	122,981	0	176,101	92,539	47,868	9,745	75,089
8510-4470-44552 OP-Medi-Cal MgdCare	1,214	1,245	933	365	412	853	895	3,086	1,457	1,034	590	1,118	1,368
8510-4500-44552 OP-Medi-Cal MgdCare	58,851	59,357	49,503	66,944	57,559	60,339	61,947	74 104	43,763	61,551	38,253	41,807	48,603
8510-4520-44552 OP-Medi-Cal MgdCare	79 451	71,826	67,719	65,514	69 109	68,236	62,531	69,915	61,805	123,625	97,533	109,377	72,962
8510-4540-44552 OP-Medi-Cal MgdCare	0	4,459	1 555	3,259	3,108	7 114	3,442	2,052	513	4,374	2,142	2,116	5,278
8510-4570-44552 OP-Medi-Cal MgdCare	191,331	76,526	76,868	83,767	698,946	422,803	81 103	723,832	181,493	114,611	44,737	424 447	686,576
10-4560-44552 OP-Medi-Cal MgdCare	33,253	35,218	42,961	43,693	51,610	57,208	66,028	56,591	33,243	30,235	19,765	48 172	41,841
10-44552 OP-Medi-Cal MgdCare	0	0	0	0	0	3,334	0	10,945	0	11,575	12,575	6,744	10,945
0-44552 OP-Medi-Cal MgdCare	2,871	1,437	0	0	2,874	1,437	1,437	2,874	1,437	0	1 437	0	0
0-44552 OP-Medi-Cal MgdCare	74,504	60,076	209,615	56,703	60,260	51,801	64,381	47,704	32,117	107,760	118,499	91,342	99,827
1-44552 OP-Medi-Cal MgdCare	187,352	124,791	357,225	76,843	357,225	227,008	331,660	155,732	0	302,852	97,742	8,850	104,810
10-4838-44552 OP-Medi-Cal MgdCare	0	0	0	436	0	1,976	0	2,978	742	1,838	1,537	2,295	1,257
8510-4550-44552 OP-Medi-Cal MgdCare	42,222	20,202	32,401	21 111	37,618	11,872	35 138	29 459	21,929	11,572	8,936	60,557	27,083
8510-4560-44552 OP-Medi-Cal MgdCare	0	0	0	0	15,565	15,565	5,417	13,791	6,758	21,826	8,993	7,641	6,893
8510-4570-44552 OP-Medi-Cal MgdCare	10,397	10,264	14 444	11,326	2,943	7,564	10,040	17,980	0	6,316	10,856	2,169	3,511

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/29/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
6510-4590-44552 OP-Medi-Cal MgdCare	22,418	21,318	15,899	12,535	0	11,737	31,197	13,098	15,894	12,522	23,194	22,211	15,709
6510-4591-44552 OP-Medi-Cal MgdCare	1,891	1,263	3,380	1,734	2,526	416	1,940	4,262	0	6,088	5,393	6,292	2,007
6510-4593-44552 OP-Medi-Cal MgdCare	602	602	994	0	1,458	4,344	1,163	8,502	1,332	2,453	4,961	4,869	2,690
6510-4710-44552 OP-Medi-Cal MgdCare	154,832	137,978	108,284	152,579	159,460	222,034	203,750	220,027	132,135	197,139	151,445	197,371	178,345
6510-4720-44552 OP-Medi-Cal MgdCare	1,500	621	585	1,150	4,816	3,650	703	870	473	12,157	856	4,961	453
6510-4730-44552 OP-Medi-Cal MgdCare	11,973	6,225	1,597	0	5,763	5,792	0	2,476	2,476	5,881	3,450	1,281	3,540
6510-4740-44552 OP-Medi-Cal MgdCare	0	0	0	0	0	10,510	0	0	0	5,533	0	5,533	5,533
6510-4760-44552 OP-Medi-Cal MgdCare	338,043	414,249	449,775	368,405	506,017	425,772	440,175	414,255	388,459	729,458	590,743	577,695	607,165
6510-4770-44552 OP-Medi-Cal MgdCare	8,253	8,806	12,822	8,707	8,285	13,892	1,408	5,072	5,557	19,205	18,501	20,814	12,751
6510-4780-44552 OP-Medi-Cal MgdCare	0	0	3,818	1,129	0	1,281	1,380	1,880	1,880	930	0	0	0
6510-4790-44552 OP-Medi-Cal MgdCare	0	763	2,433	0	0	2,001	0	743	2,316	0	934	0	0
6510-4852-44552 OP-Medi-Cal MgdCare	0	0	(212)	0	275	0	0	671	547	0	0	415	0
6510-4853-44552 OP-Medi-Cal MgdCare	17,283	13,062	20,063	14,831	15,059	16,880	16,241	19,859	13,196	22,576	13,426	13,835	11,773
6510-4871-44552 OP-Medi-Cal MgdCare	2,608	0	1,686	1,521	0	2,922	3,117	1,521	7,922	6,589	0	4,639	1,686
Total: Medi-Cal MgdCare	3,032,529	2,676,316	3,283,065	2,690,187	3,522,877	3,668,666	3,436,819	3,564,662	2,334,731	3,629,674	2,691,379	3,415,838	3,269,124
Other Govt:													
6510-4071-44591 OP-Other Govt PPS	0	212	0	0	1,451	212	0	504	0	0	0	504	284
6510-4092-44591 OP-Other Govt PPS	0	0	0	450	212	0	0	240	0	240	240	240	0
6510-4220-44591 OP-Other Govt PPS	0	0	0	0	0	0	599	0	0	0	0	568	0
6510-4420-44591 OP-Other Govt PPS	0	0	0	0	0	0	11,109	0	0	0	0	0	0
6510-4421-44591 OP-Other Govt PPS	0	0	0	0	0	0	0	0	0	0	0	10,774	0
6510-4500-44591 OP-Other Govt PPS	352	0	0	1,458	0	0	178	0	0	0	0	231	0
6510-4520-44591 OP-Other Govt PPS	0	0	0	0	0	0	302	0	0	0	0	302	0
6510-4540-44591 OP-Other Govt PPS	832	0	0	0	0	0	0	0	0	0	0	0	0
6510-4550-44591 OP-Other Govt PPS	0	0	0	535	0	0	0	0	0	0	0	0	0
6510-4630-44591 OP-Other Govt PPS	1,359	0	0	576	0	0	0	0	0	0	0	0	0
6510-4638-44591 OP-Other Govt PPS	0	0	0	0	919	0	0	0	0	919	919	0	0
6510-4693-44591 OP-Other Govt PPS	0	251	0	0	2,155	251	0	2,611	0	0	0	3,437	618
6510-4710-44591 OP-Other Govt PPS	0	0	0	0	0	0	1,201	0	0	0	0	2,233	0
6510-4770-44591 OP-Other Govt PPS	921	0	0	0	0	0	0	0	0	0	0	0	0
Total: Other Govt	3,463	463	0	3,122	4,747	463	13,589	3,355	0	1,159	1,159	18,899	902
Other Indigent:													
6510-2173-44591 OP-Other Indigent	0	0	0	0	0	0	0	0	0	0	2,544	0	0
6510-4500-44591 OP-Other Indigent	0	0	0	0	0	0	0	0	0	0	999	0	0
6510-4630-44591 OP-Other Indigent	0	0	0	0	0	0	0	0	0	0	314	0	0
6510-4670-44591 OP-Other Indigent	0	0	0	0	0	0	0	0	0	0	4,624	0	0
6510-4710-44591 OP-Other Indigent	0	0	0	0	0	0	0	0	0	0	229	0	0
Total: Other Indigent	0	0	0	0	0	0	0	0	0	0	8,701	0	0
Other:													
6510-3200-44591 OP-Other	472,442	(202,898)	359,194	(604,494)	121,223	521,089	(609,795)	17,706	(89,909)	508,898	(656,037)	(48,621)	(105,309)
6510-4070-44591 OP-Other	0	0	0	0	0	0	0	0	0	0	529	0	0
6510-4079-44591 OP-Other	4,664	18,686	5,415	10,314	4,000	18,143	14,678	8,905	13,155	18,008	17,185	8,312	9,722
6510-4094-44591 OP-Other	0	0	0	0	0	0	0	0	0	0	0	(559)	0
6510-4095-44591 OP-Other	0	0	0	0	0	0	0	0	0	0	415	0	0
6510-4230-44591 OP-Other	1,926	648	1,721	0	0	360	0	4,012	0	4,843	0	868	2,170
6510-4420-44591 OP-Other	0	0	40,830	0	0	0	0	0	0	51,602	0	0	33,771
6510-4421-44591 OP-Other	119,157	0	0	0	0	0	0	0	0	0	0	0	0
6510-4500-44591 OP-Other	103,291	105,295	123,859	60,815	69,913	152,765	392,423	5,471	43,161	129,475	98,413	100,541	117,201
6510-4520-44591 OP-Other	4,484	273	58	0	0	605	1,859	0	2,915	58	0	810	2,092
6510-4540-44591 OP-Other	19,718	15,400	16,420	14,815	10,656	26,264	20,206	18,656	19,328	19,593	14,334	13,704	15,425
6510-4550-44591 OP-Other	107,079	68,831	79,917	48,362	61,812	88,288	72,589	69,358	69,025	68,304	70,759	61,661	69,014
6510-4630-44591 OP-Other	28,708	21,752	30,573	18,014	20,573	28,412	20,180	17,577	21,745	25,770	17,473	8,408	27,108
6510-4638-44591 OP-Other	140,760	53,333	105,539	34,239	64,127	123,328	76,189	41,652	68,843	71,232	99,205	92,820	83,048
6510-4693-44591 OP-Other	8,788	5,487	13,515	0	5,417	0	0	5,700	0	5,775	12,534	0	8,788
6510-4710-44591 OP-Other	68,666	54,785	68,166	47,096	37,557	68,241	66,623	29,584	49,485	69,023	39,957	33,348	50,022
6510-4730-44591 OP-Other	27,492	9,740	10,494	24,715	19,319	40,567	13,006	42,394	16,976	38,062	25,398	11,600	22,200
6510-4731-44591 OP-Other	0	1,353	0	0	231	622	0	0	2,755	1,102	1,102	1,335	2,883
6510-4710-44591 OP-Other	13,893	10,537	8,286	3,123	6,296	11,516	9,163	7,974	8,314	19,945	14,184	14,308	13,438
10-4720-44591 OP-Other	0	0	0	0	686	0	0	0	0	0	820	0	435
730-44591 OP-Other	0	0	0	0	3,201	0	0	0	0	0	4,662	3,450	2,478
760-44591 OP-Other	0	0	0	0	0	7,501	0	0	0	0	0	7,472	23,188
62-44591 OP-Other	65,671	62,952	84,982	50,944	47,548	83,495	49,190	67,579	61,059	60,853	61,182	57,592	34,205
65-44591 OP-Other	1,204	1,290	975	602	0	977	602	1,487	2,125	3,074	2,116	1,591	415
6510-4571-44591 OP-Other	20,462	10,272	5,136	10,214	0	20,322	10,350	10,165	0	7,704	12,550	12,782	5,136
Total: Other	1,251,404	226,857	944,361	(247,737)	449,590	1,212,615	235,182	328,040	283,001	1,092,023	(63,668)	491,691	402,310
Total O/P	22,416,078	20,827,742	22,736,507	19,791,261	21,029,435	21,605,197	21,708,755	24,321,552	19,685,821	23,634,338	25,206,508	23,339,763	23,900,152
ER:													
Self Pay:													
6510-4010-44701 ER-Self Pay	603,438	654,647	709,019	634,434	677,141	643,076	653,497	732,838	599,099	668,143	714,059	491,204	333,810
6510-4070-44701 ER-Self Pay	42	0	0	0	0	0	0	0	0	0	0	0	0
6510-4500-44701 ER-Self Pay	169,491	154,705	194,605	142,026	153,201	124,455	186,208	149,157	150,666	183,222	155,810	129,093	64,945
6510-4520-44701 ER-Self Pay	598	0	0	0	0	0	58	174	0	0	0	0	0
6510-4540-44701 ER-Self Pay	3,253	1,852	5,259	2,974	3,353	3,863	5,883	0	5,012	2,654	3,052	1,843	513
6510-4570-44701 ER-Self Pay	23,417	0	0	0	0	0	0	0	0	0	0	0	0
6510-4590-44701 ER-Self Pay	18,150	20,330	20,855	24,510	23,840	18,515	18,172	21,826	14,425	20,772	19,464	23,060	9,809
6510-4630-44701 ER-Self Pay	61,236	69,284	62,647	59,445	65,529	38,574	71,600	60,412	43,274	60,763	54,381	61,165	31,524
6510-4650-44701 ER-Self Pay	0	0	7,801	0	19,170	0	0	12,534	0	0	18,234	0	0
6510-4670-44701 ER-Self Pay	33,310	10,529	18,008	18,259	17,911	30,745	24,197	22,455	24,330	34,269	16,759	13,940	5,961
6510-4680-44701 ER-Self Pay	198,957	227,659	304,264	217,384	258,760	183,283	302,535	224,405	201,874	198,797	239,710	251,063	202,257
6510-4710-44701 ER-Self Pay	22,077	59,760	28,747	22,849	19,931	18,588	30,143	23,771	20,537	21,856	23,913	18,733	12,542
6510-4720-44701 ER-Self Pay	19,855	593	2,483	8,210	605	2,727	5,095	4,747	7,927	4,009	11,768	3,715	2,535
6510-4730-44701 ER-Self Pay	1,597	1,597	0	0	2,875	0	5,795	4,332	1,281	0	5,310	4,821	0
6510-4871-44701 ER-Self Pay	4,972	3,042	3,030	5,528	4,638	6,481	6,064	1,521	3,042	0	1,809	1,521	2,466
Total: Self Pay	1,247,609	1,206,699	1,358,189	1,333,823	1,273,618	940,849	1,319,329	1,264,382	1,073,374	1,059,325	1,269,969	1,000,092	672,973
Comm Ins:													
6510-4010-44721 ER-Comm Ins	94,830	42,417	73,733	140,684	131,134	65,588	117,353	55,118	77,765	118,593	94,838	80,297	59,825
6510-4071-44721 ER-Comm Ins	0	0	0	0	0	0	0	0	0	0	0	447	0
6510-4500-44721 ER-Comm Ins	0	0	69	0	0	0	0	0	0	0	0	0	0
6510-4520-44721 ER-Comm Ins	35,040	7,720	21,255	50,835	27,103	21,577	30,429	14,008	16,888	31,573	16,888	20,870	12,648
6510-4540-44721 ER-Comm Ins	0	0	470	2,496	472	0	1,505	813	0	1,026	813	1,026	0
6510-4570-44721 ER-Comm Ins	0	0	7,062	0	0	0	0	0	0	0	0	0	0
6510-4590-44721 ER-Comm Ins	5,955	2,143	4,280	10,165	5,955	4,280	5,109	2,855	1,731	2,462	1,731	2,855	2,308
6510-4630-44721 ER-Comm Ins	9,475	5,728	9,476	11,855	14,110	9,662	9,957	8,774	2,772	8,417	7,239	11,573	4,190
6510-4650-44721 ER-Comm Ins	0	0	0	0	0	11,661	0	0	0	0	0	0	0
6510-4670-44721 ER-Comm Ins	1,545	0	0	1,545	0	2,362	0	0	5,012	1,231	0	0	0
6510-4680-44721 ER-Comm Ins	37,816	7,298	38,558	35,725	30,272	39,653	47,447	19,877	17,855	46,102	12,549	42,028	14,748
6510-4710-44721 ER-Comm Ins	3,463	767	2,092	3,654	2,935	2,357	3,226	1,811	3,837	2,783	1,129	2,866	1,870
6510-4720-44721 ER-Comm Ins	680	0	1,028	1,156	0	13	16	0	1,413	10,318	4,217	2,923	0
6510-4730-44721 ER-Comm Ins	0	0	4,791	2,578	0	1,291	1,770	0	0	1,770	1,291	0	0
6510-4871-44721 ER-Comm Ins	0	0	0	0	0	0	0	1,521	0	0	0	0	0
Total: Comm Ins	188,744	66,070	169,054	260,864	212,758	147,432	216,831	101,607	127,984	224,595	99,854	174,758	105,597
Comm MgdCare:													
6510-4010-44722 ER-Comm MgdCare	453,102	578,814	575,321	553,353	577,257	470,305	554,039	556,707	529,525	527,059	596,235	455,125	529,427
6510-4071-44722 ER-Comm MgdCare	0	0	0	0	5	0	0	0	0	0	0	1,695	0
6510-4520-44722 ER-Comm MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	4,269
6510-4540-44722 ER-Comm MgdCare	0	0	138	69	0	0	0	0	0	0	0	0	0
6510-4570-44722 ER-Comm MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	53
6510-4590-44722 ER-Comm MgdCare	155,610	157,771	153,555	152,715	158,654	128,557	202,010	167,541	153,139	176,705	173,256	159,257	128,354
6510-4520-44722 ER-Comm MgdCare	0	0	0	0	0	58	0	0	0	0	0	0	0
6510-4540-44722 ER-Comm MgdCare	3,832	5,743	4,581	8,143	2,155	6,095	6,557	3,078	8,947	3,591	4,496	3,595	2,748
6510-4570-44722 ER-Comm MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	21,316
6510-4590-44722 ER-Comm MgdCare	25,870	18,725	22,470	24,510	20,865	18,595	21,505	34,350	22,503	20,427	24,811	21,349	13,271
6510-4630-44722 ER-Comm MgdCare	45,036	62,052	61,457	60,848	60,048	49,801	66,763	62,191	62,241	61,530	69,440	43,908	44,355
6510-4631-44722 ER-Comm MgdCare	0	84,311	61,305	37,167	0	119,315	488	0	488	0	119,080	18,984	0
6510-4650-44722 ER-Comm MgdCare	0	0	6,088	0	0	0	0	0	0	0	0	0	0
6510-4680-44722 ER-Comm MgdCare	8,807	0	24,173	12,458	0	14,757	5,758	5,758	0	11,357	5,758	19,838	0
6510-4670-44722 ER-Comm MgdCare	27,399	25,975	31,537	20,137	32,172	19,884	21,832	25,296	25,584	25,518	31,673	11,232	25,569
6510-4680-44722 ER-Comm MgdCare	127,253	171,012	212,158	158,353	202,004	137,449	222,743	250,585	214,007	263,600	241,888	218,878	213,888
6510-4691-44722 ER-Comm MgdCare	0	0	0	0	0	0	0	0	0	0	508	0	0
6510-4693-44722 ER-Comm MgdCare	0	0	0	0	0	0	0	0	942	0	0	0	0
10-4710-44722 ER-Comm MgdCare	18,164	16,690	17,208	16,588	12,756	13,806	23,321	21,335	20,436	20,481	21,294	19,507	20,660
720-44722 ER-Comm MgdCare	4,528	2,900	3,740	4,121	852	2,801	6,654	3,349	3,253	1,625	4,661	2,838	3,848
J0-44722 ER-Comm MgdCare	0	0	2,878	0	0	1,291	4,332	0	1,371	0	0	0	0
P1-44722 ER-Comm MgdCare	17,436	11,276	3,042	3,042	2,468	6,064	6,064	7 124	3,042	1,521	8,014	8,098	2,466
Total: Comm MgdCare	885,019	1,137,277	1,207,711	1,091,559	1,069,281	944,680	1,353,069	1,243,344	1,273,367	1,122,605	1,392,615	1,014,597	1 117,293
Comm Risk:													
6510-4010-44723 ER-At Risk	9,743	17,501	9 175	21,823	7,180	9,052	33,678	4,695	20,845	8,847	34 185	22,415	12,833

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8510-4500-44723 ER-At Risk	3,008	4,663	2,358	8,111	3,410	1 622	5,359	2,807	4,344	1,858	6,915	4,665	1 720
8510-4540-44723 ER-At Risk	0	478	478	479	0	0	479	0	0	0	0	513	0
8510-4580-44723 ER-At Risk	535	535	0	0	1,070	535	2,256	577	1,154	1 154	2,308	2,308	0
8510-4630-44723 ER-At Risk	0	693	723	693	2,109	2,186	4,003	488	1,386	693	2,772	1,386	0
8510-4631-44723 ER-At Risk	0	0	0	0	43,636	0	0	(7,269)	0	0	0	0	0
8510-4650-44723 ER-At Risk	0	8,941	0	0	0	0	0	0	0	0	0	0	0
8510-4670-44723 ER-At Risk	0	0	0	0	0	0	0	0	0	0	1,681	0	0
8510-4680-44723 ER-At Risk	3,649	7,315	3,649	0	0	0	4,845	7,977	0	0	0	8,994	0
8510-4710-44723 ER-At Risk	263	135	195	591	315	64	540	1	427	0	492	424	132
8510-4720-44723 ER-At Risk	0	0	0	0	0	0	0	0	0	0	1 413	0	0
Total: Comm Risk	17,228	40,453	16,585	33,543	97,760	13,478	65,170	9,123	27,959	10,152	58,518	39,031	14,485
WC Comp:													
8510-4010-44731 ER-WC	25,899	28,125	30,340	18,072	18,793	22,199	25,669	19 294	22,431	11,606	12,503	29,930	27,640
8510-4092-44731 ER-WC	0	0	0	0	0	0	0	0	0	0	0	0	1 485
8510-4500-44731 ER-WC	5,457	3,230	3,578	178	5,194	178	3,720	2,761	1,712	1,519	1,969	727	1,332
8510-4540-44731 ER-WC	479	479	0	0	0	0	0	0	0	0	0	0	0
8510-4580-44731 ER-WC	1,070	535	1,070	0	0	0	0	0	0	0	577	0	0
8510-4630-44731 ER-WC	5,760	8,524	8,611	3,088	1,531	3,052	1,599	3,088	3,333	0	471	1,152	2,310
8510-4650-44731 ER-WC	7,252	17,295	21,630	4,894	0	4,893	4,894	13,784	0	0	0	11,231	25,295
8510-4710-44731 ER-WC	828	1,093	875	280	423	319	1,960	767	1,237	832	158	57	912
8510-4571-44731 ER-WC	1,521	0	0	0	0	1,521	0	0	0	0	0	0	0
Total: WC Comp	49,326	59,382	71,904	26,522	24,241	32,262	37,832	39,654	29,713	14,059	15,778	42,507	59,966
Medicare:													
8510-4010-44741 ER-Medicare	978,693	1 169,203	858,228	997,814	948,427	843,609	938,022	1 188,548	767,503	853,252	1,037,971	992,814	1,054,606
8510-4571-44741 ER-Medicare	0	0	0	0	0	0	0	764	764	764	0	1,649	0
8510-4230-44741 ER-Medicare	0	0	0	0	0	4,101	0	1,302	(1,302)	0	1,332	0	0
8510-4420-44741 ER-Medicare	0	0	20 178	278	207	17,885	0	(19,322)	0	0	2,264	55	0
8510-4421-44741 ER-Medicare	63	0	0	0	0	0	0	0	0	0	0	0	0
8510-4500-44741 ER-Medicare	285,713	348,376	327,016	301,592	288,436	300,907	329 176	360,976	249,627	297,259	249 631	253,286	292,015
8510-4520-44741 ER-Medicare	118	0	(176)	0	0	106	0	0	0	0	0	59	60
8510-4540-44741 ER-Medicare	7,188	5,881	8,323	8,374	7,491	11,305	10,760	12,941	10,242	9,913	8,268	8,016	8,697
8510-4580-44741 ER-Medicare	49,765	56 175	48,220	52,965	48,010	52,955	41,084	60,008	45,760	48,468	38,228	47,355	39,043
8510-4630-44741 ER-Medicare	97 426	120,785	97,320	94,966	106,220	98,770	114,961	137 627	101,623	112,662	107 426	117 469	78,652
8510-4631-44741 ER-Medicare	113,570	95 123	107,930	29,254	4,890	242,809	60 114	76,528	90 177	134 845	151 614	122,213	84,574
8510-4650-44741 ER-Medicare	0	0	0	0	0	0	0	0	6,908	0	0	3,459	0
8510-4660-44741 ER-Medicare	0	5,753	4,626	0	13,515	21,373	19,250	5,706	0	12,964	0	27,247	0
8510-4670-44741 ER-Medicare	17,286	29,853	34,418	7,879	33,257	33,295	33 423	25,159	18,093	35,585	24,321	9,324	11,658
8510-4680-44741 ER-Medicare	310,753	613,080	418,497	310,591	291,508	313,981	284,801	354,527	327,934	507,945	657,439	525,134	295,534
8510-4710-44741 ER-Medicare	24,761	27,706	49,420	18,288	25 159	21,960	25,818	35,976	29 442	33,657	29,868	29,873	25,132
8510-4720-44741 ER-Medicare	(1,835)	3,541	11,055	13,680	8,958	5,259	7 180	23,739	7,815	10,852	22,201	(2,778)	2,868
8510-4730-44741 ER-Medicare	2,952	0	8,634	1,291	0	4,159	0	5,405	1,381	4,332	6,894	4,332	2,952
8510-4760-44741 ER-Medicare	0	0	0	0	0	0	0	0	0	0	0	0	9,304
8510-4770-44741 ER-Medicare	0	0	0	0	0	0	0	0	0	0	0	0	0
8510-4855-44741 ER-Medicare	0	0	0	0	767	0	0	0	348	0	0	0	0
8510-4571-44741 ER-Medicare	11 155	24,736	21,631	15,114	21,209	17,278	21,776	19 197	3,995	8,518	18,574	9,720	12,266
Total: Medicare	1,797,314	2,314,226	2,006,313	1,851,710	1,874,737	1,889,163	2,145,207	2,483,060	1,841,691	2,073,149	2,361,109	2,074,005	1,830,600
Medicare MgdCare:													
8510-4010-44742 ER-Medicare MgdCare	416,663	467 453	517,384	554,817	594,699	425,789	597,825	564,571	418,692	565,670	604,788	427,310	554,300
8510-4092-44742 ER-Medicare MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	754
8510-4420-44742 ER-Medicare MgdCare	0	0	257	59	0	0	0	0	0	0	0	0	0
8510-4500-44742 ER-Medicare MgdCare	147 444	151,035	125,605	174,811	173,612	127 494	189,703	207,395	132,100	168,314	160,575	148,897	151,013
8510-4520-44742 ER-Medicare MgdCare	0	0	0	0	0	0	0	0	0	0	59	0	300
8510-4540-44742 ER-Medicare MgdCare	3,947	3,353	4,792	5,749	3,822	5,832	6,020	8,052	5,891	5,705	5,151	5,257	5,959
8510-4580-44742 ER-Medicare MgdCare	25,500	28,328	25,760	29,355	34,775	28,218	32,368	40,350	22,503	33,466	30,591	27,295	19,841
8510-4630-44742 ER-Medicare MgdCare	61,808	62,511	57,345	69,352	70,057	64,368	67,861	85,200	60,345	65,455	72,701	64,358	64,648
8510-4631-44742 ER-Medicare MgdCare	51,225	133,948	37,794	0	4,535	38 447	14,217	0	0	136,503	60,575	69,872	48,040
8510-4650-44742 ER-Medicare MgdCare	6,205	0	0	21,906	0	21,373	20,930	0	0	0	13,515	21,217	5,674
8510-4670-44742 ER-Medicare MgdCare	12,424	0	11,016	3,522	9,994	6,150	9,723	8,079	4,711	5,863	2,602	9,833	11,839
10-4680-44742 ER-Medicare MgdCare	232,462	191 197	320,367	248,442	257,913	276,829	305,137	228,712	302,471	288,052	289,419	284,353	242,826
710-44742 ER-Medicare MgdCare	11,520	14,760	43,332	20,737	14,648	9,630	44,255	2,691	12,163	18,261	14,410	13,828	23,627
720-44742 ER-Medicare MgdCare	2,884	4,857	1,967	1,636	8,199	336	9,622	9,825	8,686	22,765	23,163	9,571	7,300
730-44742 ER-Medicare MgdCare	0	1,597	1,597	(319)	1,597	0	4 159	8,175	1,913	6,591	2,602	8,694	0
770-44742 ER-Medicare MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	1,044
8510-4760-44742 ER-Medicare MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	954
8510-4571-44742 ER-Medicare MgdCare	10,079	13,092	20,320	12,734	10,155	9,003	2,910	13,091	8,643	12,009	9,038	7,037	16,659
Total: Medicare MgdCare	943,324	1,082,157	1,229,186	1,172,819	1,184,826	988,464	1,327,959	1,349,491	978,711	1,358,657	1,246,219	1,099,053	1,371,207
Medicare Risk:													
8510-4010-44752 ER-Medicare At Risk	97,540	76,935	99,901	89,941	76,713	131,402	138,276	143,691	125,763	83,958	171,613	170,574	172,913
8510-4420-44743 ER-Medicare At Risk	0	0	18,259	0	0	0	0	0	0	0	0	0	0
8510-4500-44743 ER-Medicare At Risk	21,719	22,830	32,321	24,518	22,859	32,771	39,925	42,405	27,868	31,455	39,714	69,797	36,485
8510-4540-44743 ER-Medicare At Risk	958	958	479	0	0	958	1,025	1,529	513	1,025	513	1,539	513
8510-4580-44743 ER-Medicare At Risk	2,140	2,140	4,815	3,745	4,815	8,025	8,560	9,809	6,524	4,039	6,947	8,655	5,183
8510-4630-44743 ER-Medicare At Risk	7 719	5,779	13,941	7,723	3,859	12,505	17,591	17,112	17,251	15,593	13,845	19,771	15,583
8510-4631-44743 ER-Medicare At Risk	0	0	0	0	0	1,022	0	0	1,177	0	0	53,713	0
8510-4650-44743 ER-Medicare At Risk	0	0	0	0	0	0	0	0	0	0	0	13,516	0
8510-4670-44743 ER-Medicare At Risk	0	1,845	2,342	1,845	3,788	6,689	0	1,551	2,292	1,551	3,102	4,653	3,422
8510-4680-44743 ER-Medicare At Risk	41,529	7,398	45,060	29,123	19,158	45,719	35,960	35,095	33,630	62,115	49,845	105,312	47,225
8510-4710-44743 ER-Medicare At Risk	1,955	833	2,093	1,617	1 113	2,585	1 730	4,131	2,169	3,429	1,914	9,013	2,255
8510-4720-44743 ER-Medicare At Risk	0	1,650	1,150	550	0	0	0	2,143	2,127	700	1,434	1,418	709
8510-4730-44743 ER-Medicare At Risk	0	1,627	0	0	0	0	0	1,251	0	0	1,381	0	0
8510-4571-44743 ER-Medicare At Risk	2,436	4,653	0	4,007	0	0	0	4,668	2,428	1,521	3,030	0	3,117
Total: Medicare Risk	148,048	125,656	214,200	169,900	133,106	243,527	249 160	269,239	222,233	236,032	293,538	458,563	287,603
Medi-Cal:													
8510-4010-44751 ER-Medi-Cal	794,803	955,192	777 429	857 522	808,292	798,323	916,602	857,104	629,228	720,634	794,355	721,357	1,068,129
8510-4571-44751 ER-Medi-Cal	0	0	0	0	0	0	0	0	0	0	695	695	2,435
8510-4420-44751 ER-Medi-Cal	0	0	0	0	0	0	0	0	0	15,835	(15,835)	0	0
8510-4500-44751 ER-Medi-Cal	248,525	227,510	224,405	227,070	213,918	228,094	253,095	291 433	240 835	213,371	150,851	195,080	220,234
8510-4520-44751 ER-Medi-Cal	0	0	0	0	0	0	53	0	0	53	53	0	0
8510-4540-44751 ER-Medi-Cal	5,033	5,376	5,765	10 149	6,894	7,684	7,831	4,921	6,251	4,484	3,410	5,158	5,526
8510-4580-44751 ER-Medi-Cal	33,170	32,100	28,355	24,079	32,535	35,310	29 124	26,373	30,581	24,911	19,464	26,542	22,503
8510-4630-44751 ER-Medi-Cal	73,206	77,576	63,839	61,376	78,910	73,009	60,728	61,879	60,660	69,026	64,715	60,619	68,770
8510-4631-44751 ER-Medi-Cal	0	108,391	0	2,327	71,514	0	598	0	0	42,533	209,106	119 488	119 770
8510-4650-44751 ER-Medi-Cal	13,518	6,035	6,768	8,807	0	0	0	0	0	27,575	6,753	13,504	6,758
8510-4670-44751 ER-Medi-Cal	56,928	44 156	39 113	40,571	37,705	43,185	29,922	44,057	34,218	30,719	20,501	18,219	24 432
8510-4680-44751 ER-Medi-Cal	270,489	233,535	279 952	244,313	229,030	306,319	343,941	431 456	331,000	403,456	257,533	240,951	394,003
8510-4710-44751 ER-Medi-Cal	27,539	27,534	21,520	22,545	24,327	21,200	27,613	30,845	31,563	21,766	13,523	23,541	28,549
8510-4720-44751 ER-Medi-Cal	7,268	3,350	2,913	15,529	3,714	8,973	36,779	11 449	11 179	13,141	9,141	8,356	19,505
8510-4730-44751 ER-Medi-Cal	1,381	1,657	1,657	0	0	3,194	4,264	0	2,552	0	1,770	1,381	489
8510-4571-44751 ER-Medi-Cal	8,618	8,521	14 499	4,553	14,511	3,516	8,030	5,928	5,570	5,528	8,979	0	5,453
Total: Medi-Cal	1,539,398	1 743,206	1,458,137	1,529,555	1,518,341	1,527,897	1,646,735	1,745,656	1 617,689	1 609,407	1,544,714	1,436,130	2,013,077
Medi-Cal MgdCare:													
8510-4010-44752 ER-Medi-Cal MgdCare	1,854,307	2,010,270	1,770,572	1,950 444	2,044,474	1,622,015	2,001,583	2,121,456	1 801 770	1 720,824	2,191,232	1,997,847	2,099,898
8510-4571-44752 ER-Medi-Cal MgdCare	0	0	611	0	0	0	0	0	0	800	754	2,435	0
8510-4230-44752 ER-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	0	0	434	0
8510-4420-44752 ER-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	0	384	2,175	0
8510-4421-44752 ER-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	0	23,015	0	0
8510-4470-44752 ER-Medi-Cal MgdCare	0	2,977	0	0	0	0	0	0	0	0	0	63	0
8510-4500-44752 ER-Medi-Cal MgdCare	458,452	554,991	492,910	515,101	493,919	455,350	575,999	498,215	507,209	537 858	544,594	500,188	483,630
8510-4520-44752 ER-Medi-Cal MgdCare	58	0	0	0	58	882	533	58	0	116	0	0	0
8510-4540-44752 ER-Medi-Cal MgdCare	12,218	14,131	11,557	15,670	15,712	21,704	12,971	10,639	8,819	10,258	9,638	13,224	13,221
8510-4580-44752 ER-Medi-Cal MgdCare	62,585	69,530	58,340	72,225	67 410	62,965	64,091	69 431	56,546	61,736	61 162	59,854	61,353
8510-4630-44752 ER-Medi-Cal MgdCare	182,230	175 491	200,830	180,049	180,818	124,353	207,986	232,315	192,715	171 436	176,055	154,252	176,163
8510-4631-44752 ER-Medi-Cal MgdCare	271,250	1 170	80,069	0	127,804	84 102	84,572	155,740	14,063	67,570	488	84,162	69,253
8510-4650-44752 ER-Medi-Cal MgdCare	10,022	17,894	0	0	13,872	6,753	0	49,338	0	13,572	0	13,455	13,572
8510-4670-44752 ER-Medi-Cal MgdCare	77,272	72,625	69,350	86,111	59,689	112,465	74,250	82,434	73,292	53,850	84,996	86,966	69,713
8510-4680-44752 ER-Medi-Cal MgdCare	460,464	612,730	576,191	571,282	490,000	450,313	773,094	927,229	692,500	734,347	734,328	728,894	669,405
8510-4710-44752 ER-Medi-Cal MgdCare	64,927	68,443	76,115	49,725	61,262	47,922	61,957	65 795	60,814	76,688	60,939	68,314	68,082
8510-4720-44752 ER-Medi-Cal MgdCare	32,605	27,339	20,838	19,894	32,143	19,158	52,184	30,290	35,758	34 138	35,045	25,072	25,312
8510-4730-44752 ER-Medi-Cal MgdCare	3,194	4,476	2,876	6,440	8,634	1,781	8,613	0	3,051	1,770	13,390	4,621	1,770
8510-4571-44752 ER-Medi-Cal MgdCare	23,783	14,717	29,289	21 198	20,246	15,126	12,033	13,121	9,810	12,553	19,559	21,384	15,063
Total: Medi-Cal MgdCare	3,379,375	3,648,883	3,383,320	3,487 139	3,633,035	2,964,754	3 987,537	4,135,977	3,445,900	3,497,416	3,971,199	3 363,352	3,609,396
Other Govt:													
10-44761 ER-Other Govt FFS	2,529	24,239	20 140	4,462	6,353	12,944	4,712	10,008	17,639	11,095	18,118	1,000	9,818
0-44761 ER-Other Govt FFS	178	4,452	10,045	0	1,895	1,271	178	1,824	4,818	7,972	1,599	0	2,665
0-44761 ER-Other Govt FFS	0	0	370	0	0	0	0	0	0	0	0	0	0
0-44761 ER-Other Govt FFS	0	0	1,070	0	535	0	0	577	0	577	577	0	0
10-4630-44761 ER-Other Govt FFS	0	2,195	3,133	0	601	723	0	1,288	533	1,359	533	0	723
8510-4660-44761 ER-Other Govt FFS	0	0	0	0	0	0	0	0	4,626	0	0	0	0
8510-4670-44761 ER-Other Govt FFS	0	0	1,663	0	0	0	0	0	0	0	0	0	0
8510-4680-44761 ER-Other Govt FFS	4,593	0	6,151	4,894	0	0	0	3,877	0	0	3,877	0	6,894

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
5510-4710-44761 ER Other Govt FFS	25	630	1 191	8	68	211	126	253	637	782	192	0	472
Total Other Govt	7 625	31,513	45,886	9,364	9,680	15 149	8,016	17,926	29,111	21,712	25,056	1,000	20,909
Other MgdCare:													
5510-4500-44792 ER-Other-MgdCare	0	0	(178)	0	0	0	0	0	0	0	0	0	0
5510-4590-44792 ER-Other MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	577
Total: Other MgdCare	0	0	(178)	0	0	0	0	0	0	0	0	0	577
Other Risk:													
5510-4210-44793 ER-Other-At Risk	18,948	21,009	17,068	1 701	21,707	8,971	4,679	4,495	6,103	7,900	15,538	2,852	17,852
5510-4500-44793 ER-Other-At Risk	3,594	8,352	4,997	17	6,934	1 501	3,110	178	1,857	4 486	178	0	4,206
5510-4540-44793 ER-Other-At Risk	0	0	0	0	476	0	0	0	0	0	0	0	0
5510-4590-44793 ER-Other-At Risk	635	635	1,005	0	0	0	0	0	0	0	0	0	577
5510-4630-44793 ER-Other-At Risk	0	592	592	0	1 182	0	623	1,934	2,922	0	4,096	1,184	8,440
5510-4680-44793 ER-Other-At Risk	0	0	3,649	0	4,197	0	0	0	0	0	3,977	0	14,291
5510-4710-44793 ER-Other-At Risk	262	525	158	0	1,129	115	370	375	25	(98)	73	0	391
5510-4720-44793 ER-Other-At Risk	0	0	0	0	0	0	709	0	0	0	0	0	709
5510-4971-44793 ER-Other-At Risk	0	0	0	0	1,509	0	0	0	0	0	0	0	0
Total: Other Risk	21,330	29,514	26,209	1,718	39,057	8,587	8,991	6,982	9,907	12,290	24,760	4,016	43,436
Total ER	**10,223,506**	**11,464,259**	**11,156,178**	**10,969,286**	**11,020,234**	**9,737,003**	**12,345,444**	**12,652,929**	**10,477,028**	**11,247,680**	**12,184,246**	**10,711,491**	**11,181,286**
Total Gross Outpatient Revenue	**32,639,681**	**32,292,002**	**33,691,982**	**30,750,506**	**32,049,989**	**31,242,200**	**34,054,199**	**36,974,782**	**30,162,550**	**40,132,028**	**37,380,754**	**37,111,260**	**35,051,441**
Total Gross Revenue	**117,507,363**	**114,856,306**	**118,274,424**	**112,671,842**	**118,909,976**	**121,606,939**	**132,590,640**	**148,276,928**	**129,357,457**	**149,148,688**	**137,484,477**	**132,576,133**	**115,121,730**
Deductions from Revenue													
Inpatient Contractual Allowances:													
Medicare Traditional:													
5510-5811-54461 CONT REHAB MCARE FFS	0	0	0	0	0	0	0	4,328	0	0	0	0	101 476
5510-5811-51810 CA MCre FFS Inpt Acute	24 473,080	32,093,017	32,064,098	32,811,236	29,784,417	32,334,866	36,032,372	39,572,632	37,208,378	39,262,089	32,428,569	34,068,442	27,978,788
5510-5811-51811 IP PIP PAYMENT	(622,450)	(660,193)	(1 026,869)	(931 770)	(981 883)	(941,430)	(959,763)	(954,387)	(970,324)	(937,316)	(939,604)	(927 124)	(990,928)
5510-5811-51820 CA MCre FFS SNF	3,726,231	2,064,326	1 706,320	873,618	5,404,326	2,830,381	2,494,805	3,198,548	2,616,531	2,517,813	2,888,855	2,153,040	2,414,390
Total: Medicare Traditional	27,269,852	33,183,792	32,745,749	32,753,079	34,318,870	33,993,936	37,567,415	42,111,125	38,854,585	39,882,586	34,423,817	37,294,358	29,504,047
Medicare Managed Care:													
5510-5812-51442 CONT REHAB MCARE MGD CARE	2,268,430	1,590,164	1,400,383	1,850 035	533,083	4,425,801	3,801,716	1,817,222	2,128,794	1,691,725	623,138	1,696,230	3,640 052
5510-5812-51443 CONT REHAB MCARE RISK	123,344	131,691	118,857	0	0	0	0	0	0	138,005	11,888	0	91,977
5510-5812-51810 CA MCre MgdCare Inpt Acute	10,280,948	6,239,280	6,619,302	5,201,985	7,943,257	4,225,631	5,931,892	6,543,577	3,891,153	12,765,402	10,274,960	9 610,475	11,524,350
5510-5812-51820 CA MCre MgdCare SNF	153,818	(7,553)	93,319	0	68,788	269,527	377,564	36,205	34,848	117,801	1,552	80,001	294,201
Total: Medicare Managed Care	12,826,309	7,923,580	8,237,871	8,052,023	8,250,735	9,040,759	9,211,153	8,396,995	6,044,795	14,676,634	10,911,353	11,386,715	15,550,580
Medicare At Risk:													
5510-5813-51810 CA MCre at Risk Inpt Acute	5,995,811	4,896,824	2,752,955	856,576	1,653,353	1,657,655	2,126,042	1,730,760	3,649 195	2,614,763	3,936,002	10,550,005	7,780,958
5510-5813-51820 CA MCre at Risk SNF	204,593	117,030	0	0	188,544	7,648	365,655	138,263	173,009	85,165	0	542,933	58,055
5510-5820-51810 CA Medi FFS Inpt Acute	4,028,097	7,576,255	7,378,151	5,094,913	3,768,207	3,732,414	715,404	2,617 076	4,000,838	6,742,173	3,696,014	4,525,534	5,711,027
5510-5820-51820 CA Medi FFS SNF	521,377	8,250	133,765	0	10,043	3,762	3,059	0	0	2,576	0	0	0
Total: Medicare At-Risk	10,549,878	12,598,509	10,264,881	5,951,489	5,642,057	5,301,609	3,230,171	4,695,112	7,823,690	9,444,697	7,632,016	15,647,477	13,550,041
Medical Traditional:													
5510-5821-51451 CONT REHAB MCAID FFS	0	9,020	0	0	1,260	0	0	0	0	0	0	0	0
5510-5821-51810 CA MCAL FFS IP	(2,948,807)	933,423	(5,814 422)	3,613,561	1,311,192	6,667,512	3,018,669	11,924,774	5,074 302	(1,728,372)	3,929,509	1 695,818	(11,841,827)
Total: Medical Traditional	(2,948,807)	942,443	(5,814,422)	3,613,561	1,312,452	6,667,512	3,018,669	11,924,774	5,074 302	(1,728,372)	3,929,509	1 695,818	(11,841,827)
Medical Managed Care:													
5822 51452 CONT REHAB MCAID MGD CARE	304,866	(5,450)	0	135,140	24,908	42,356	1,100	303,978	(1,317)	82,277	403,045	124,226	328,003
22-51810 CA Medi MgdCare Inpt Acute	12,825,129	8,891,113	15,393,155	6,536,782	11 418,526	8,891,009	17,401,935	12,205,215	12,302,184	18,756,952	17,030,191	17,331,360	14,078,239
5822 51820 CA Medi MgdCare SNF	103,049	130,185	131,352	(172,799)	0	124,367	134,840	161	62,818	(4,113)	82,095	1,335,458	31,965
Total: Medical Managed Care	12,633,357	9 035,838	15,524,508	6,662,129	11,444,431	9,057,732	17,537,875	12,509,351	12,363 685	18,874,117	17,515,331	19,791,042	14,435,266
HMO:													
5510-5840-51422 Cont Rehab Mgd Care	(323,823)	(43,807)	227,208	199,049	185,171	99,723	379,554	289,744	152,321	0	114,527	100,550	81,523
5510-5840-51810 CA CommMgdCre FFS Inpt Acute	12,137,831	2,814,133	10,477,913	5,104,883	9 433,881	5,028,744	3,161,697	10,072,723	7,506,929	7,545,341	6,228,129	7,501 402	5,765,665
5510-5840-51820 CA CommMgdCre FFSSNF	14,040	93,225	976	0	196,020	253,077	(421,109)	71,527	68,149	108,641	265,527	547,721	(345 138)
Total: HMO	12,048,049	3,663,551	10,706,157	5,304,012	9,815,072	5,381,544	3,010,642	10,433,994	8,057,378	7 657,132	6,888,182	8,149,702	5,498,022
Commercial:													
5510-5850-51810 CA COMM FFS IP	273,033	100,500	422,236	890,204	413,966	140,595	77,349	247 030	(53,729)	144,674	817 109	171 044	405,843
5510-5850-51820 CA COMM SNF	9,383	0	0	0	0	0	0	0	0	0	0	0	0
Total: Commercial	282,416	100,500	422,236	890,204	413,966	140,595	77,349	247,030	(53,729)	144,674	817,109	171,044	405,843
HMO:													
5510-5852-51810 CA CommMgdCre FFS Inpt Acute	185,411	(616,416)	1,885,159	6,674,300	3,652,894	7 051 855	5,151,264	5,132,078	6,022,745	5,807,672	5,575,638	(12,276,144)	3,999,292
Total: HMO	185,411	(616,416)	1 885,159	6,674,300	3,652,894	7,051,855	5,151,264	5,132,078	6,022,745	5,807,672	5,575,638	(12,276,144)	3,999,292
HMO At Risk:													
5510-5853-51423 CONT REHAB Risk	0	0	0	0	0	0	84 104	0	328,719	0	0	0	0
5510-5853-51810 CA CommMgdCre Risk Inpt Acute	453,966	1 116,340	1 158,494	831 458	(16,069)	78,696	210,332	570,832	468,307	669,379	1,344,459	353,778	84,614
5510-5853-51820 CA CommMgdCre Risk SNF	0	0	0	0	0	0	0	0	33 815	0	0	42,856	65,503
Total: HMO At Risk	453,966	1,116,340	1,158,494	831 458	(16,069)	78,696	273,436	570,832	849 841	669,379	1,344,459	396,634	150,117
Workers Compensation:													
5510-5854-51421 Cont Rehab Workers Comp FFS	3,374	100,857	0	0	0	0	41,284	217	(5,653)	0	0	0	0
5510-5854-51810 CA WC MgdCre Inpt Acute	449,698	594,724	39,534	189,910	68,425	7,077	167,313	309,913	118,164	295,219	309,767	117 132	651,822
5510-5854-51820 CA WC MgdCre SNF	930	6,032	0	0	0	0	0	0	0	0	0	0	0
Total: Workers Compensation	454,002	700,622	39,534	189,910	68,425	7,077	208,597	309,829	112,489	295,219	309,767	117,132	651,822
Other:													
5510-5855-51810 CA WC FFS Inpt Acute	106,573	0	0	0	116,466	0	0	0	0	0	0	0	10 479
Total: Other	106,573	0	0	0	116,466	0	0	0	0	0	0	0	10,479
Total - Inpatient Contractual Allowances	**73,853,898**	**69,935,035**	**74,377,278**	**70,922,536**	**76,014,313**	**77,938,109**	**85,266,401**	**96,324,230**	**86,133,950**	**95,622,480**	**89,947,882**	**81,582,765**	**73,011,582**
Outpatient Contractual Allowances:													
Medicare Traditional:													
5510-5811-54050 CA MCre FFS Outpatient	3,348,372	10,035,293	7 470,114	5,717,351	7,425,704	7,000,880	8,109 713	7,952,303	6,322,929	9,139,338	10,344,005	8,300 125	7,794,879
5510-5811-54051 OP PIP PAYMENT	(10,800)	(11,760)	(7,980)	(6,820)	(10,080)	(10,920)	(12,180)	(7,560)	(7,560)	(11,172)	(12,236)	(13,832)	(14,868)
Total: Medicare Traditional	3,337,572	10,024,533	7,462,134	5,708,531	7,415,704	6,989,760	8,097,533	7,944,743	6,314,969	9,128,166	10,331,769	8,286,293	7,780,083
Medicare Managed Care:													
5510-5812-54050 CA MCre MgdCre Outpatient	2,496,311	1,485,662	1,944,997	1,508,477	1 913,794	1,393,304	2,536,535	2,353,257	1,745,313	3,059,547	2,814,392	2,301,944	2,816,539
Total: Medicare Managed Care	2,496,311	1,485,662	1,944,997	1,508,477	1,913,794	1,393,304	2,536,535	2,353,257	1 745,313	3,059,547	2,814,392	2,301,944	2,816,539
Medicare At Risk:													
5510-5813-54050 CA MCre atRisk Outpatient	493,210	299,503	80 481	148,115	290,638	569,295	121,990	450,832	697,585	671 023	331,269	1,071,377	1,291,536
5510-5820-54050 CA Medi FFS Outpatient	528,725	864,920	536,213	517,482	445,088	452,921	590,575	347,497	402,552	488,003	454,071	393,148	356,311
Total: Medicare At Risk	1,021,935	1 164,423	628,674	665,597	735,726	1,021,215	712,565	798,329	1 010,297	1,159,113	786,260	1,464,525	1,657,848
Medical Traditional:													
5510-5821-54050 CA MCAL FFS OP	(430,005)	1,071,553	1,888,573	2,150,452	2,424,330	(1,403,006)	(1,823,597)	1,403,345	(1,039,833)	14,042	578,575	(1,223,946)	1,603,247
Total: Medical Traditional	(430,005)	1,071 553	1,888,573	2,150,452	2,424,330	(1,403,006)	(1,823,597)	1,403,345	(1 039 833)	14,042	578,575	(1,223,946)	1,603,247
Medical Managed Care:													
10-5822-54050 CA Medi MgdCre Outpatient	2,627,614	1 623,371	2,629,810	1,595,458	1,723,484	2,574,573	3,569,241	2,936,316	2,442,802	2,218,150	1,857,709	4,295,122	1,893,648
Total: Medical Managed Care	2,627,614	1,623,371	2,629,810	1,595,458	1,723,484	2,574,573	3,569,241	2,936,316	2,442,802	2,218,150	1,857,709	4,295,122	1,893,648
13-5840-54050 CA CommMgdCre FFS Outpatient	5,400,028	3,284,091	3,364,985	3,660,871	3,097,371	3,244,669	5,078,429	4,665,943	3,365,456	3,747,296	4,672,023	3,956,800	3,702,309
Total: HMO	5,400,028	3,284 091	3,364,985	3,660,871	3,097,371	3,244,669	5,078 429	4,665,943	3,365,456	3,747,296	4,672,023	3,956,800	3,702,309
Commercial:													

Verity Healt Systems
St Vincent Medical Center
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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8510-5850-54810 CA OP COMM	186,822	69,712	333,762	228,762	79,976	18,221	251,200	(2,227)	67,922	81,995	186,053	186,538	(12,713)
Total: Commercial	186,822	69,712	333,762	228,762	79,976	18,221	251,200	(2,227)	67,922	81,995	186,053	186,538	(12,713)
HMO													
8510-5852-54850 CA CommMgdCre FFS Outpatient	(691,044)	(424,521)	1,553,021	1,289,859	1,833,418	2,443,202	2,652,325	2,521,018	598,314	2,871,458	(438,288)	178,554	1,328,845
Total: HMO	(691,044)	(424,521)	1,553,021	1,289,859	1,833,418	2,443,202	2,652,325	2,521,018	598,314	2,871,458	(438,288)	178,554	1,328,845
HMO At Risk:													
8510-5853-54850 CA CommMgdCre Risk Outpatient	103,410	34,501	220,637	71,148	15,560	129,224	14,493	264,249	171,727	280,457	119,370	24,550	79,312
Total: HMO At Risk	103,410	34,501	220,637	71,148	15,560	129,224	14,493	264,249	171,727	280,457	119,370	24,550	79,312
Workers Compensation:													
8510-5854-54850 CA WC FFS Outpatient	88,621	88,609	46,600	91,894	11,405	53,685	20,925	69,706	102,578	59,951	105,247	35,277	43,778
Total: Workers Compensation	88,621	88,609	46,600	91,894	11,405	53,685	20,925	69,706	102,578	59,951	105,247	35,277	43,778
Other													
8510-5855-54850 CA WC MgdCareOutpatient	10,347	43,359	0	0	18,631	0	0	0	5,808	0	0	0	0
Total: Other	10,347	43,359	0	0	18,631	0	0	0	5,808	0	0	0	0
Total - Outpatient Contractual Allowances	**19,061,912**	**18,464,910**	**20,276,262**	**17,971,048**	**18,229,394**	**16,471,928**	**18,138,142**	**22,614,872**	**14,792,723**	**22,537,209**	**21,123,421**	**20,513,746**	**21,883,687**
IR Contractual Allowances:													
Medicare Traditional:													
8510-5911 54575 CA MCre Prior Settlement	0	0	307,668	0	0	29,355	0	0	1,739,092	425,029	(3,458)	0	0
8510-5911 54850 CA MCre FFS ER	2,332,943	1,788,689	1,474,158	2,094,718	1,371,122	1,850,460	1,597,213	2,164,991	2,187,054	1,896,065	1,326,052	1,708,645	1,870,992
Total: Medicare Traditional	2,332,943	1,788,689	1,781,827	2,094,718	1,371,122	1,879,815	1,597,213	2,164,991	3,926,145	2,321,094	1,322,594	1,708,645	1,870,992
Medicare Managed Care:													
8510-5912 54850 CA MCre MgdCre ER	1,013,028	468,380	490,072	458,986	539,958	552,342	748,812	657,998	618,691	735,031	530,001	701,342	1,326,281
Total: Medicare Managed Care	1,013,028	468,380	490,072	458,986	539,958	552,342	748,812	657,998	618,691	735,031	530,001	701,342	1,326,281
Medicare At-Risk:													
8510-5913-54850 CA MCre atRisk ER	152,460	102,181	76,222	226,209	30,021	563,024	213,839	50,597	338,647	94,855	153,888	291,374	347 181
8510-5920-54850 CA Mcaid FFS ER	1,452,670	2,731,268	1,377 047	1,860,102	1,343,791	1,659,818	1,538,089	1,389,854	1,814,920	1,868,727	1,414,512	1,149,322	504,357
Total: Medicare At-Risk	1,615,130	2,833,449	1,453,269	2,086,311	1,374,706	2,242,841	1,751,928	1,440,551	1,953,568	1,963,582	1,568,400	1,440,696	851,538
Medicaid Traditional:													
8510-5921 54575 CA MCaid FFS Prior Settlement	209,373	0	0	0	0	0	0	0	0	0	0	0	0
Total: Medicaid Traditional	209,373	0	0	0	0	0	0	0	0	0	0	0	0
Medicaid - Managed Care:													
8510-5922 54850 CA Mcaid MgdCre ER	4,522,308	2,069,761	2,499,414	1,758,965	2,341,242	4,524,898	3,746,575	2,999,160	3,769,837	4 194,835	3,473,349	4,856,666	2,299,234
Total: Medicaid Managed Care	4,522,308	2,069,761	2,499,414	1,758,965	2,341,242	4,524,898	3,746,575	2,999,160	3,769,837	4,194,835	3,473,349	4,856,666	2,299,234
HMO:													
8510-5940-54850 CA CommMgdCre FFS ER	1,727,501	761,410	1,000,028	765,455	623,315	855,294	954,969	876,665	1,069,942	1 109,886	1,013,331	1,055,886	1,001,768
Total: HMO	1,727,501	761,410	1,000,028	765,455	623,315	855,294	954,969	876,665	1,069,942	1,109,886	1,013,331	1,055,886	1,001,768
Commercial:													
8510-5950-54850 CA COMM ER	161,779	11,624	(42,883)	22,373	34,734	19 157	17,340	39,924	105,046	69,975	109,966	6,382	24,521
Total: Commercial	161,779	11,624	(42,883)	22,373	34,734	19 157	17,340	39,924	105,046	69,975	109,966	6,382	24,521
32 54850 CA CommMgdCre FFS ER	6,179	721	9,050	8,306	264	7,364	2,534	62	0	230	1,477	8,570	859
Total: HMO	6,179	721	9,050	8,306	264	7,364	2,534	62	0	230	1,477	8,570	859
HMO At Risk:													
8510-5953-54850 CA CommMgdCre Risk ER	40,366	36,124	77,647	151,152	10,135	67,202	45,732	74,628	86,257	67 469	18,393	15,570	129,250
Total: HMO At Risk	40,366	36,124	77,647	151,152	10,135	67,202	45,732	74,628	86,257	67 469	18,393	15,570	129,250
Workers Compensation:													
8510-5954-54850 CA WC FFS ER	42,243	41,852	23,518	12,976	11,827	34,050	43,393	93,393	73,613	29,363	81,038	27,933	56,852
Total: Workers Compensation	42,243	41,852	23,518	12,976	11,827	34,050	43,393	93,393	73,613	29,363	81,038	27,933	56,852
Other													
8510-5955-54850 CA WC MgdCre ER	6,182	0	6,257	3,213	0	0	0	0	0	0	0	0	0
Total: Other	6,182	0	6,257	3,213	0	0	0	0	0	0	0	0	0
Total - ER Contractual Allowances	**11,777,037**	**9,046,899**	**7,900,838**	**7,892,464**	**6,307,533**	**10,291,963**	**8,908,502**	**8,356,302**	**11,583,396**	**10,489,838**	**8,117,459**	**9,943,619**	**7,461,610**
Provider Fees:													
Provider Fee Medicaid:													
8510-5921 54577 Provider Fee Medi-Cal	0	0	0	0	0	0	(8,892,169)	(1,342,387)	(869,095)	(869,095)	(869,095)	(869,095)	(869,095)
Total: Provider Fee Medical	0	0	0	0	0	0	(8,892,169)	(1,342,387)	(869,095)	(869,095)	(869,095)	(869,095)	(869,095)
Provider Fee Medical-Managed Care:													
8510-5921 54576 Provider Fee Medi-Cal MgdCare	0	0	0	0	(2,597,141)	0	0	0	0	0	0	(657 664)	(530,088)
Total: Provider Fee Medical Managed Care	0	0	0	0	(2,597,141)	0	0	0	0	0	0	(657 664)	(530,088)
Total Provider Fees:	**0**	**0**	**0**	**0**	**(2,597,141)**	**0**	**(8,892,169)**	**(1,342,387)**	**(869,095)**	**(869,095)**	**(869,095)**	**(1,526,759)**	**(1,407,183)**
DispShare Pymt													
Total - Contractual Allowances	**100,692,948**	**96,443,744**	**101,948,079**	**96,298,047**	**97,953,899**	**104,702,000**	**103,310,878**	**125,953,037**	**111,540,976**	**127,540,428**	**117,218,866**	**110,418,392**	**100,555,696**
Charity:													
Charity:													
8510-5970-51491 CONT REIMB OTHER	0	0	0	0	0	0	0	0	1,720	0	0	0	0
8510-5970-51810 CharityDisc Othr Inpt Acute	1,429,500	377,691	124,240	0	3,079	2,587	57 183	5,173	0	133,119	0	520,000	194,812
8510-5970-51835 CharityDisc-Pending	(455,341)	379,085	(4,363,129)	316,361	45,017	70,712	121 450	209,894	445,810	(93,334)	(8,095)	3,098,214	411,688
8510-5970-54850 CharityDisc Othr Outpatient	43,811	0	22,545	21 105	498	350	25	262	861	4,327	0	91,382	1,571
8510-5970-54860 CharityDisc Othr ER	412,655	1,540,707	303,094	0	51,210	48,643	797,571	12,500	3,943	15,717	(4,512)	532,048	13,849
Total: Charity	1,430,629	2,298,273	(3,912,250)	338,467	103,704	123,330	986,279	227,759	452,236	61,088	(12,607)	4,242,628	611,720
Total - Charity Allowances	**1,430,629**	**2,298,273**	**(3,912,250)**	**338,467**	**103,704**	**123,330**	**986,279**	**227,759**	**452,236**	**61,088**	**(12,607)**	**4,242,628**	**611,720**
Other:													
Other													
8510-5920-51810 Policy Discounts Inpt Acute	933	11 144	8,335	289	173	1,245	942	0	0	0	0	0	0
8510-5920-54850 Policy discounts Outpatient	(928)	0	0	0	0	0	0	0	0	0	18,010	0	0
8510-5930-51810 Admin Adj Inpt Acute	(1,630,079)	(772,272)	3,095,883	534,071	442,049	264,885	1 011 020	1,378,934	445,528	593,139	1,037,534	(1,826,826)	202,826
8510-5930-51820 Admin Adj SNF	17,528	0	11	0	15	1,631	5	0	0	0	0	0	0
8510-5930-54850 Admin Adj Outpatient	1,273,450	1,005,812	578,579	22,050	884,543	(259 022)	109,555	(62,578)	1,009,350	498,118	1,342,835	1,372,255	529,753
8510-5930-54860 Admin Adj ER	2,935,544	508,319	109,111	13,981	57 176	69,737	171 602	29 479	25,036	26,558	38,809	124,916	52,032
8510-5940-51491 CONT REIMB OTHER	0	450	0	30	0	0	0	0	0	0	0	0	0
8510-5940-51810 OTHER Adj Inpt Acute	0	0	0	(128,400)	(21,200)	(35,600)	(42,000)	(36,800)	(30 400)	(37 057)	(45,333)	(28,000)	(23,600)
8510-5945-51810 OthDed Inn Rev Inpt Acute	363,511	(11 458)	(3,878)	(58,668)	(13,341)	0	0	0	0	0	113	0	0
8510-5945-54850 OthDed Inn Rev Outpatient	134 135	391	22,579	(5,541)	(315)	0	0	30,836	(212)	0	836	0	0
10-5945-54850 OthDed Inn Rev ER	(4,873)	102	(2,981)	(1,081)	9,004	11,798	20,574	5,713	0	(178)	9,363	27,419	824
5945-54850 RenDonations IndigCre Outpatient	0	531	0	0	0	0	0	0	0	0	827,827	151 109	0
Total: Other	3,112,722	742,728	3,796,838	467,723	1,338,262	64,876	1,271,901	1,312,486	1,510,304	1 171,571	3,329,694	(297,796)	850,842
I - Other Allowances	**3,112,722**	**742,728**	**3,796,838**	**467,723**	**1,338,262**	**64,876**	**1,271,901**	**1,312,486**	**1,510,304**	**1,171,571**	**3,329,694**	**(297,796)**	**850,842**
DSH:													

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Total - Deductions From Revenue	105,241,358	98,489,744	101,831,687	97,090,237	99,396,865	104,890,206	106,569,056	127,453,312	113,603,575	129,103,388	120,632,754	114,393,124	102,116,258
Pat. Rev. Net of Contractuals & Other Deductions	12,266,600	18,365,591	16,442,768	15,781,304	19,514,113	16,719,733	27,021,484	20,783,314	18,763,882	20,045,280	16,951,723	18,183,009	13,003,472
Provision for Doubtful Accounts:													
8510-8800-81000 Bad Debt Expense - I/P	(2,643,493)	755,843	3,151,882	1,690,379	2,697,949	1,400,695	674,384	907,429	1,378,469	2,384,405	380,936	(523,751)	(1,983,132)
Total: Provision for Doubtful Accounts	(2,643,493)	755,843	3,151,882	1,690,379	2,697,949	1,400,695	674,384	907,429	1,378,469	2,384,405	380,936	(523,751)	(1,983,132)
Net Patient Revenue	16,110,093	18,609,748	13,290,886	14,090,925	17,429,164	15,318,038	26,347,100	19,875,885	14,407,333	17,660,875	16,590,787	18,706,760	14,986,604
Other Revenue:													
Other Revenue:													
8510-8814-59810 OTHER NON OPERATING REV	0	0	0	1,500	0	750	0	0	0	0	0	0	0
8510-8835-59820 OTHER NON-OPERATING REVENUE	0	0	0	0	0	0	0	2,255	0	0	0	0	18,648
8510-5970-59920 Sale of Scraps and Waste	609	125	3,394	192	1 150	725	914	989	1,200	154	596	787	353
8510-5700-59910 Medical Records/Abstract Sales	2,003	8,479	1,241	2,403	1,688	574	2,816	2,158	1 464	633	3,194	3,411	1 777
8510-5740-59920 INSERVICE EDUCATION	613	(613)	0	0	0	0	0	301	0	0	574	1,097	0
8510-5750-59920 Other Operating Revenue	350	(300)	51,017	286	50	148	336,554	150	39,238	50	350	570	86,826
8510-7005-59920 Other Oper Rev	15,769	13,781	5,829	29,557	10,840	13,835	9,828	36,543	65	17,830	76	7,514	10,721
8510-8510-59920 Other Operating Revenue	18,565	13,000	0	8,157	3,615	(50,211)	(6,106)	78,541	0	0	7,770	6,178	8,965
8510-9280-59810 Solon Quest Center Revenue	10,760	13,015	12,555	10,955	13,140	12,550	13,335	9,572	13 400	14,760	11,765	12,210	8,815
8510-9400-59937 Other Revenue -CJR	0	0	194,366	0	0	0	0	0	0	0	0	0	0
8510-9553-59900 Retl Oper Rev-Gift Shop	147	0	0	0	0	0	0	0	0	0	0	0	0
Total: Other Revenue	48,937	44,457	278,392	53,143	30,692	(31,399)	415,839	130,541	55,445	33,157	24,314	31,766	142,405
Gain or Loss on Property Sale:													
8510-8010-59965 Sales/Loss-Hospital Property	0	0	0	0	2,209	2,312	0	0	0	0	0	0	0
Total: Gain or Loss on Property Sale	0	0	0	0	2,209	2,312	0	0	0	0	0	0	0
Total Other Revenue	48,937	44,457	278,392	53,143	32,891	(29,084)	415,839	130,541	55,445	33,157	24,314	31,766	142,405
Capitation Premium Revenue:													
8510-5960-59350 Capitation Revenue MCARE	2,805,970	2,813,106	3,027,134	2,973,662	3,068,354	3,035,348	3,034,742	3,297,087	3,232,478	3,253,427	3,258,231	3,357,811	3,808,485
Total: Capitation Premium Revenue	2,805,970	2,813,106	3,027,134	2,973,662	3,068,354	3,035,348	3,034,742	3,297,087	3,232,478	3,253,427	3,258,231	3,357,811	3,808,485
Capitation Risk Pool Reserve:													
8510-5960-59391 Risk Pool Reserves	(324,520)	(71,428)	(1,157,166)	(897,942)	(1,111,528)	(441,774)	(327,255)	86,217	(783,625)	(404,912)	(233,338)	(650,659)	(2,634,356)
Total: Capitation Risk Pool Reserve	(324,520)	(71,428)	(1,157,166)	(897,942)	(1,111,528)	(441,774)	(327,255)	86,217	(783,625)	(404,912)	(233,338)	(650,659)	(2,634,356)
Total Capitation Revenue	2,481,449	2,741,682	2,769,968	2,075,720	2,768,826	2,593,575	2,707,486	3,383,314	2,448,853	2,848,514	3,024,892	2,707,152	1,174,119
Unrestricted Contributions:													
Unrestricted Contributions:													
8510-9040-59955 Unrestricted Contributions	17,113	75,913	45,278	31,838	47	0	7,668	697,315	77,062	181,888	192,918	84,143	(342,883)
Total: Unrestricted Contributions	17,113	75,913	45,278	31,838	47	0	7,668	697,315	77,062	181,888	192,918	84,143	(342,883)
Total Unrestricted Contribution	17,113	75,913	45,278	31,838	47	0	7,668	697,315	77,062	181,888	192,918	84,143	(342,883)
Total Revenues	17,657,492	18,471,770	16,384,812	16,261,824	20,215,930	17,880,529	29,478,090	24,088,958	16,988,553	20,724,431	19,972,912	21,309,821	15,960,548
"PENSES:													
ective Salaries:													
Mgmt & Supervision:													
8510-6010-70000 Mgmt & Supervision	(158)	0	9,643	11 127	12,775	10,014	12,457	9,643	14,294	11,243	15,281	8,906	0
8510-6011-70000 Mgmt & Supervision	0	0	0	0	0	0	0	0	0	0	0	577	0
8510-6151 70000 Mgmt & Supervision	14,049	11,239	15,079	13,120	14,853	13,637	18 439	9,020	12,830	14,133	13,795	14,036	12,010
8510-6170-70000 Mgmt & Supervision	13,897	12,397	12,227	13,527	14,770	12,493	19,247	8,672	14,790	14 103	14,975	14,808	13,265
8510-6171 70000 Mgmt & Supervision	14,255	12,145	13,521	13,813	14,972	1,295	17,357	13,020	8,459	12,267	10,819	14,344	14,056
8510-6440-70000 Mgmt & Supervision	13,348	13,612	15,028	14 418	14,859	8,747	13,073	13,121	13,313	(1,250)	0	0	0
8510-6580-70000 Mgmt & Supervision	0	0	0	0	0	0	0	0	0	0	0	2,349	1,578
8510-7010-70000 Mgmt & Supervision	13,534	12,769	9,730	15,578	13,152	12,510	15,904	8,504	13 152	12,220	11,007	13,526	1 769
8510-7071 70000 Mgmt & Supervision	19,898	20,531	19,703	24,394	22,650	21,025	23 151	22,812	21,578	21 482	23,147	20,445	22,143
8510-7079-70000 Mgmt & Supervision	352	(132)	0	0	0	0	0	0	0	0	0	0	0
8510-7151 70000 Mgmt & Supervision	3,459	3,804	4,357	4,815	3,221	4,119	4,729	3,080	4,505	4,357	4,548	4,526	3,422
8510-7420-70000 Mgmt & Supervision	15,071	9,304	10,343	10,373	11,365	13,691	14,857	8,822	9 490	0	12,457	13,153	10,352
8510-7421-70000 Mgmt & Supervision	8,109	12,493	8,125	12,314	9,725	11,360	11,068	12,837	7,483	9,943	11,367	9,129	8,725
8510-7500-70000 Mgmt & Supervision	68,353	61,873	59,048	72,294	70 414	65,524	72,327	69,950	64,773	78,672	76,806	76,851	62,550
8510-7570-70000 Mgmt & Supervision	12,507	8,599	14,022	14,555	12,227	11,726	13,402	12,356	8,701	12,529	13 130	13,697	10,801
8510-7580-70000 Mgmt & Supervision	8,155	8,694	8,958	8,019	7 018	8,932	7,245	8,977	8,851	8,364	8,724	8,710	3,998
8510-7630-70000 Mgmt & Supervision	12,507	17,535	18,535	19 471	19,249	17,343	19,252	14,781	13,338	17,245	23,616	17,548	13,394
8510-7710-70000 Mgmt & Supervision	27,327	30,857	31,281	30 415	27,423	27,379	29,228	29,297	24,726	29,048	28,952	30,133	20,880
8510-7720-70000 Mgmt & Supervision	7,027	6,706	4,580	7,238	6,783	8,353	8,099	7 137	8,521	8,043	7,593	8,658	6,633
8510-7852 70000 Mgmt & Supervision	38,255	41,227	43,913	39,597	40,009	43,600	47,557	45,159	45,513	28,062	23,719	24,652	19,529
8510-8215-70000 Mgmt & Supervision	0	0	0	0	0	0	0	1,302	5,835	(1,595)	0	0	0
8510-8320-70000 Mgmt & Supervision	13,135	12,359	14,581	12,033	12,827	14 101	22,305	17,793	19,395	29,432	26,014	24,253	20,539
8510-8420-70000 Mgmt & Supervision	14,389	13,152	15,525	12,342	13,539	11,909	12,338	11,551	10,257	14,801	14,393	19 176	13,972
8510-8510-70000 Mgmt & Supervision	25,639	28 127	25,761	23,324	25,895	22,209	27 170	20,644	21,320	13,172	0	0	0
8510-8530-70000 Mgmt & Supervision	16,343	12,171	15,823	16,833	0	0	0	0	0	0	0	0	0
8510-8550-70000 Mgmt & Supervision	6,485	5,763	5,158	5,542	7,141	5,878	11,602	11,836	10,245	9,995	10 441	12,455	9 477
8510-8610-70000 Mgmt & Supervision	99,078	101,247	105,269	101,019	104,357	86,243	90,505	77,769	69 447	68,002	90,917	105,362	(602,458)
8510-8630-70000 Mgmt & Supervision	0	0	19,374	19,011	18,735	18,132	18,736	7,011	0	0	0	0	0
8510-8635-70000 Mgmt & Supervision	0	0	0	0	0	0	0	0	0	0	0	3,788	12,948
8510-8650-70000 Mgmt & Supervision	25,812	20,364	19,906	18,211	19,759	19 162	19,759	12,609	17,829	19,548	19 102	18,629	18,136
8510-8660-70000 Mgmt & Supervision	8,723	4,306	11,091	7,159	8,325	8,093	10,028	8,925	8,685	9,104	8,338	8,171	8,152
8510-8710-70000 Mgmt & Supervision	11,012	10,050	8,534	9,932	10,941	8,673	10 421	8,852	8,106	11,121	9,932	10,421	8,430
8510-8720-70000 Mgmt & Supervision	57,194	60,252	65,493	62,178	59,013	61,041	65,585	57,106	50,055	72,430	65,324	67,388	54,323
8510-8761 70000 Mgmt & Supervision	13,762	12,814	14,513	13,835	12,843	9,921	15,618	9 491	11,859	11,852	0	0	0
8510-8762 70000 Mgmt & Supervision	15,331	14 478	17,249	11 145	15,239	14,757	17,557	13,560	7,835	0	0	0	8,360
8510-8763-70000 Mgmt & Supervision	8,914	13,553	13,569	9,444	12,810	12,974	13,992	8,919	8,831	12,416	13,804	13,553	8,570
8510-8764-70000 Mgmt & Supervision	3,648	0	0	2,231	11,235	10 439	12,749	8,970	10,707	11,793	11,394	11,883	11,883
8510-8853-70000 Mgmt & Supervision	4,230	4,822	5,364	4,958	5,709	4,487	5,240	4,890	4,367	5,258	4,668	4,984	4,744
8510-8905-70000 Mgmt & Supervision	0	0	0	0	0	0	0	0	(110)	110	0	0	0
8510-8907-70000 Mgmt & Supervision	0	0	0	0	0	0	0	0	4,278	(4,278)	0	0	0
Total: 70000 Mgmt & Supervision	600,381	590,881	659,004	638,224	655,925	594,636	694,000	582,992	585,206	573,137	575,014	594,743	(29,470)
70100 Technician & Specialist:													
8510-6010-70100 Technician & Specialist	0	0	0	0	53	0	0	0	0	0	0	0	0
8510-6151-70100 Technician & Specialist	20,569	28,809	23,104	31,320	28,752	23,955	29,505	25,650	29,737	27,244	24 192	23,053	42,819
8510-6170-70100 Technician & Specialist	0	736	(31)	592	313	25	(3)	0	445	(196)	490	855	350
8510-6171 70100 Technician & Specialist	0	0	226	353	89	134	245	(59)	0	0	282	(26)	170
8510-6172 70100 Technician & Specialist	0	0	0	0	0	0	0	0	0	0	0	417	85
8510-6173-70100 Technician & Specialist	0	0	151	132	0	0	0	0	0	0	0	133	0
8510-6440-70120 Technician & Specialist	0	0	454	(214)	0	0	0	0	0	0	106	347	133
8510-6580-70100 Technician & Specialist	9,642	13,388	12,372	14,165	11 446	11,573	12,629	12,672	12,498	12,641	13,032	8,610	3,057
8510-7010-70100 Technician & Specialist	24,839	23,179	23,043	12,443	13,366	13,053	14,606	10,028	14,199	10,702	10,839	10,610	16,276
8510-7079-70100 Technician & Specialist	0	0	0	0	0	0	73	0	0	0	0	0	110
8510-7095-70100 Technician & Specialist	21 197	17,439	19,728	22,118	25,699	18,134	22,534	18,505	17,454	18,832	22,202	20,076	17,600
8510-7097 70100 Technician & Specialist	7,022	7,573	8,734	7,035	8,819	7,169	8,951	7,249	7,022	7,668	8,348	8,726	8,022
8510-7151 70100 Technician & Specialist	59,000	48,957	60,935	53 176	51,004	47,568	51,988	44,988	60,237	59,731	59,559	58,337	57,035
8510-7153-70100 Technician & Specialist	4,629	0	0	0	0	0	0	0	0	0	0	0	0
8510-7420-70100 Technician & Specialist	69,070	67,248	71,510	72,747	76 104	76,035	84,557	70,669	69,717	53,228	84,548	82,830	68,914
8510-7421-70100 Technician & Specialist	14,274	12,295	19,102	16 128	19,064	14,427	18,713	15,393	14 160	20,214	18,856	18,646	18,797
8510-7500-70100 Technician & Specialist	145,229	151,223	150,009	143,581	141,559	147 104	153,276	143,715	155,652	170 666	165,766	170,788	133,812
8510-7520-70120 Technician & Specialist	11,518	8,043	9 575	12,503	12,406	10,904	13,725	11,105	11,280	12,505	11,575	11,471	11,393
8510-7570-70100 Technician & Specialist	17,495	19,563	21,752	23,952	23,891	23,570	26,357	25,817	31 118	32,884	32,055	33,511	27 128
8510-7580-70100 Technician & Specialist	28,873	29,004	29,862	25 111	29,382	27,522	31,588	25 494	30,534	29,092	29,044	29,345	21,849
8510-7630-70100 Technician & Specialist	87,585	89,800	98 147	96,191	89,940	84,988	94,803	83,620	78,584	71,772	74,042	72,630	61 100
8510-7631-70100 Technician & Specialist	31,816	28,545	28,547	23,091	30,898	26,093	31,535	25,339	28,378	29,381	28,920	30,769	29,325
7635-70100 Technician & Specialist	223	588	2,005	488	1 144	1,167	1,372	250	1,542	1 118	1,350	1,394	1,221
7-70100 Technician & Specialist	13,724	11,269	7,910	14 723	13,043	12,577	12,088	13,858	13,045	17,908	16,502	17,664	14,884
7-70100 Technician & Specialist	9,412	11 470	8,076	11,483	10,095	12,081	12,118	10,841	12,168	12,560	12,489	11,884	12,301
7-70100 Technician & Specialist	17,592	15,714	13,851	16,864	19,629	17,576	17,585	16,994	20,221	20 447	27 423	24 103	22,407
7580-70100 Technician & Specialist	28,151	33,402	33,997	30,524	35,376	32,623	37,818	29,229	32,784	36,845	33,757	37 139	33,665
8510-7581 70100 Technician & Specialist	11,880	12,054	11,906	11 417	12,779	11,148	13,835	11 106	11,830	14,260	12,818	12,503	12,627
8510-7583-70100 Technician & Specialist	13,137	11,777	12,845	11,806	13,332	11,431	14,972	10,395	12,242	12,512	14,092	13,697	12,843
8510-7710-70100 Technician & Specialist	148,687	151 632	161,393	135,776	147,829	128,233	161,245	155,511	154,218	165,768	155,594	154,263	150,493

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8510-7720-70100 Technician & Specialist	129,029	106,655	130,763	143,442	125,398	142,836	155,242	138,818	143,143	152,413	150,203	132,389	172,238
8510-7760-70100 Technician & Specialist	0	0	0	0	0	0	0	0	0	0	570	(22)	0
8510-7762-70100 Technician & Specialist	308	257	143	2,157	2,540	2,313	2,765	1,058	2,772	2,699	2,812	3,394	4,255
8510-7952-70100 Technician & Specialist	66,064	66,388	66,160	60 131	57,089	53,634	71,508	68 417	63,477	72,880	77,373	74,607	72,089
8510-7955-70100 Technician & Specialist	40 169	40,124	43,477	36,898	50,945	44,368	39,815	35,577	49,893	45,035	50 134	53 428	42,600
8510-7971-70100 Technician & Specialist	8,547	8,262	7,703	6,404	7,739	8,124	8,969	6,953	8,395	9,111	10,257	10,971	10,839
8510-8215-70100 Technician & Specialist	37,055	31,172	27,708	39 198	29,521	25,653	26,575	20,202	23,637	25,392	22,354	20,788	18,236
8510-8350-70100 Technician & Specialist	8,532	11,494	27,681	31 180	23,780	21,096	26,664	21,943	22,260	24,313	24,602	20,240	18,343
8510-8360-70100 Technician & Specialist	28,240	25,547	29,341	30,823	31,580	31,947	40,026	31,774	30,243	33,631	36,814	35,614	40,633
8510-8470-70100 Technician & Specialist	5,141	5,321	6,106	5,357	5,455	4,540	5,928	4 764	5,304	6,221	5,854	5,729	6,056
8510-8510-70100 Technician & Specialist	6,578	6,585	7,521	3,512	7,469	6,303	7,688	5,784	6,736	7,121	7,217	11,589	8,870
8510-8510-70100 Technician & Specialist	11,310	7,423	13,852	12,934	12,475	10 155	14,212	10,827	11,635	10,883	12,100	13,308	12,117
8510-8530-70100 Technician & Specialist	18,252	19,254	14,203	9,012	8,409	8,409	9,458	7,078	2,534	11,000	8,714	10,393	10,393
8510-8535-70100 Technician & Specialist	3,009	2,885	3,379	3,147	3,250	3,079	3,234	3,397	3,185	3,036	3,330	3,408	3,347
8510-8550-70100 Technician & Specialist	9,967	4,559	4,958	8,821	8,200	5,221	4,823	5,798	4,778	5,326	8,269	4,668	10,811
8510-8555-70100 Technician & Specialist	0	0	0	0	0	0	0	0	0	0	0	4,053	8,798
8510-8710-70100 Technician & Specialist	11,802	11,568	12,083	11,391	12,647	10,376	12,881	10,890	14,195	15,135	15,152	15,259	13,128
8510-8720-70100 Technician & Specialist	2,181	(478)	74	8,953	3,483	0	0	0	0	0	0	0	0
8510-8751-70100 Technician & Specialist	191,270	99,886	88,327	96,524	103,889	91,057	106,857	86,952	114,513	108,845	112,529	130,513	113,835
8510-8752-70100 Technician & Specialist	34,526	22,335	24,025	26 188	33,233	28,777	35,769	31,015	25,541	35,823	34,845	36,779	32,942
8510-8753-70100 Technician & Specialist	0	0	0	6,978	6,606	8,473	10 178	8,891	8,405	8,918	8,405	7 159	8,328
8510-8754-70100 Technician & Specialist	0	0	0	0	0	0	0	0	0	0	0	0	2,423
8510-8605-70100 Technician & Specialist	0	0	0	0	0	0	0	0	1,857	(1,857)	0	0	0
Total: 70100 Technician & Specialist	1,323,220	1,197,664	1,274,496	1,292,122	1,348,825	1,234,648	1,541,689	1,285,634	1,385,808	1,446,688	1,462,279	1,459,803	1,405,047
70110 Tech & Spec Prem Pay													
8510-6151 70110 Tech & Spec Prem Pay	2,027	3,348	1,126	2,111	1,691	4,693	3,403	6,341	2,631	4,620	621	1,711	2,365
8510-6170-70110 Tech & Spec Prem Pay	0	0	0	0	0	479	(120)	0	0	0	12	456	116
8510-6171 70110 Tech & Spec Prem Pay	0	0	18	0	0	0	0	0	0	0	0	0	0
8510-6172 70110 Tech & Spec Prem Pay	0	0	0	0	0	0	0	0	0	0	0	0	118
8510-6440-70110 Tech & Spec Prem Pay	0	0	0	0	0	0	0	0	0	0	264	(33)	0
8510-6580-70110 Tech & Spec Prem Pay	256	1,017	(109)	1,339	295	219	493	949	1,365	606	121	(14)	181
8510-7010-70110 Tech & Spec Prem Pay	695	2,827	715	1,842	914	2,123	1,247	4,280	1,161	1,468	379	920	1,195
8510-7086-70110 Tech & Spec Prem Pay	5,845	6,125	3,609	4,861	5,037	2,598	4,888	4 418	5,178	3,529	7 409	4,778	3,572
8510-7097-70110 Tech & Spec Prem Pay	122	172	249	181	19	0	0	68	65	(20)	19	0	48
8510-7181-70110 Tech & Spec Prem Pay	912	606	123	360	220	360	656	625	1 407	1,820	1,128	841	697
8510-7422-70110 Tech & Spec Prem Pay	12,315	14,023	5,136	12,823	7,281	14,122	9,334	18,123	4,218	14,657	11 440	14,855	13,864
8510-7421 70110 Tech & Spec Prem Pay	610	3,003	2,648	3,724	2,669	2,585	4,074	3,842	897	2,560	2,482	2,624	2,529
8510-7600-70110 Tech & Spec Prem Pay	15 122	12,349	14,816	17,545	18,498	22,992	9,336	30,763	10,035	17,507	13,573	9,348	12,127
8510-7620-70110 Tech & Spec Prem Pay	358	2,117	1,888	769	638	332	470	1,763	168	203	624	769	205
8510-7670-70110 Tech & Spec Prem Pay	10,115	12,352	8,252	18,903	14,212	12,994	11,241	19,839	15,870	26,506	20,006	19 155	16,691
8510-7680-70110 Tech & Spec Prem Pay	5,886	2,183	726	3,457	2,297	2,183	2,368	4,866	4,376	6,125	4,146	4,329	7,142
8510-7830-70110 Tech & Spec Prem Pay	2,959	4,806	5,988	1,982	1,696	8,017	894	12,871	(2,000)	6,231	1 100	4,765	3,477
8510-7831 70110 Tech & Spec Prem Pay	8,624	8,035	3,453	1,823	6,085	4,532	6,474	7,507	4,357	5,023	5,006	5,204	1,692
8510-7838-70110 Tech & Spec Prem Pay	0	0	48	0	0	0	0	0	0	0	0	30	0
8510-7850-70110 Tech & Spec Prem Pay	4,880	6,788	10,483	2,475	5,326	8,099	10,772	5,464	6,404	6,814	8,674	8,025	7,211
8510-7850-70110 Tech & Spec Prem Pay	4,398	3,255	5,338	3,916	3,905	3,819	10,052	6,498	1,793	4,653	5,389	5,021	3,472
8510-7870-70110 Tech & Spec Prem Pay	3,760	3,944	1,032	4,283	3,952	4,060	3,575	6,708	1,345	3,706	3,583	2,892	3,400
8510-7880-70110 Tech & Spec Prem Pay	2,104	3,047	5,672	1,041	814	3,763	(477)	7,502	(1,173)	2,823	606	1,029	5,104
8510-7891 70110 Tech & Spec Prem Pay	(4)	65	27	0	0	0	72	(18)	0	0	16	56	14
8510-7893-70110 Tech & Spec Prem Pay	226	159	302	207	145	254	227	1,693	(528)	69	135	39	114
8510-7710-70110 Tech & Spec Prem Pay	8,697	8,565	11,627	8,007	2,369	9,963	8,062	20,367	6,665	18,169	10,359	7,368	12,794
8510-7720-70110 Tech & Spec Prem Pay	16,537	7,457	5,376	5,686	3,048	29 405	2,732	13,901	23,373	23,103	13,948	10,228	7,290
8510-7762-70110 Tech & Spec Prem Pay	0	0	0	0	0	0	0	0	0	0	88	(17)	0
8510-7760-70110 Tech & Spec Prem Pay	0	0	60	135	124	426	521	462	666	834	622	347	272
8510-7952 70110 Tech & Spec Prem Pay	0	170	(57)	0	0	0	133	143	(53)	0	53	0	0
8510-7955-70110 Tech & Spec Prem Pay	0	0	0	0	0	28	0	0	48	146	265	231	195
8510-7971 70110 Tech & Spec Prem Pay	691	703	196	759	171	899	262	2,075	(66)	676	333	314	539
8510-8215-70110 Tech & Spec Prem Pay	765	1,398	502	1,296	1,134	769	1,729	613	422	1,200	255	664	1,349
8510-8350-70110 Tech & Spec Prem Pay	0	20	16	(11)	0	571	(130)	(7)	0	0	0	0	0
8510-8360-70110 Tech & Spec Prem Pay	2,191	3,804	4,058	3,111	4,783	4,321	6,078	8,660	3,694	5,239	5,725	4,412	3,468
8510-8470-70110 Tech & Spec Prem Pay	474	1,243	(110)	2,353	57	65	844	(1)	1,015	737	2,133	3,861	(93)
8510-8510-70110 Tech & Spec Prem Pay	0	0	52	(10)	0	0	3	3	(1)	0	0	0	0
10-8550-70110 Tech & Spec Prem Pay	251	123	135	553	135	116	53	(16)	165	(54)	0	19	233
-8710-70110 Tech & Spec Prem Pay	251	287	275	47	148	281	220	112	123	45	57	55	112
91-70110 Tech & Spec Prem Pay	33,523	25,018	17,133	29,535	21,436	36,592	33,539	47,837	29,253	46,597	30,764	40,946	40,324
753-70110 Tech & Spec Prem Pay	0	0	0	21	47	17	131	68	149	118	0	0	177
Total: 70110 Tech & Spec Prem Pay	144,980	139,638	101,045	137,270	105,690	172,275	132,192	306,010	128 600	204,655	185,821	182,000	163,622
70200 Registered Nurses													
8510-6070 70200 Registered Nurses	372,399	326,037	353,845	347,225	372,225	338,259	373,979	413,006	420,695	416,445	468,138	462,657	325,743
8510-6091 70200 Registered Nurses	22,480	35,175	24,447	40,068	25,811	14,111	42,545	30,300	448	33,927	24 445	23,778	33,415
8510-6151 70200 Registered Nurses	452,232	462,804	452,820	449,534	510,391	478,455	491,407	494,099	496,396	533,367	440,315	443,078	444,503
8510-6170-70200 Registered Nurses	312,752	342,929	373,025	356,338	357,350	383,437	358,695	402,597	386,521	403,557	435 616	423,252	357 122
8510-6171-70200 Registered Nurses	150,179	170,759	191,341	178,508	184,498	184,101	191,660	198,743	181,818	197,413	199,082	210,486	203,885
8510-6172-70200 Registered Nurses	3,723	4,801	6,000	5,036	4,823	30,933	79,888	83,709	81,208	69 488	78,555	68,697	27,209
8510-6173-70200 Registered Nurses	107,269	113,193	120,025	121,576	130,977	114,797	165,524	109,941	109,308	127,319	121,252	124,419	127,274
8510-6179-70200 Registered Nurses	0	0	0	0	0	0	0	1,135	(500)	0	0	0	0
8510-6440-70200 Registered Nurses	118,687	122,395	138,768	133,941	154,244	140,257	141,120	148,288	119,725	141,501	136,541	148,188	140,114
8510-6580-70200 Registered Nurses	128,063	83,859	77,973	89,950	88,105	79,120	81 409	80,242	72,174	81,704	92,573	85,650	24,843
8510-7010-70200 Registered Nurses	155,804	152,336	235,488	203,766	189,057	165,517	217,625	226,311	221,820	209,100	197,212	217,523	183,913
8510-7030-70200 Registered Nurses	92,795	109,294	112,747	105,031	122,870	104 714	137,039	104,489	129,851	129,715	123,308	128,630	121,852
8510-7420-70200 Registered Nurses	106,590	110,602	118,314	104,923	118,535	127,005	129,016	134,493	126,447	135,508	127 463	148,160	111,326
8510-7421 70200 Registered Nurses	17 460	17,885	30,956	24,599	25,052	17,576	30,314	12,087	19,923	35,558	25,211	22,065	19,764
8510-7427 70200 Registered Nurses	34 483	34,869	36,377	41,259	39,853	35 175	39,504	46,791	34 169	40,377	41,891	46,304	39 484
8510-7570-70200 Registered Nurses	49,535	67,141	64,748	62,220	69,413	53,812	72,677	74,488	64,801	76 131	76,171	74,319	72,414
8510-7631 70200 Registered Nurses	31,271	33,774	31,430	26,204	29,853	21,792	27,528	25,676	29,015	23,276	29,052	29,810	20,354
8510-7740-70200 Registered Nurses	82,259	91,301	100,265	83,054	94,734	81,752	105 145	124,192	109,652	128,766	110,123	105,309	89,830
8510-7760-70200 Registered Nurses	29,859	30,607	35,239	26,997	31,361	32,314	31,068	30,860	29,265	43,406	35,360	33,324	30,295
8510-8215-70200 Registered Nurses	0	0	0	151	0	0	9,277	7,153	8,350	7,210	7,896	7,765	7,715
8510-8550-70200 Registered Nurses	0	0	0	0	0	0	642	2,755	0	0	0	0	0
8510-8565-70200 Registered Nurses	0	6,690	6,710	2,329	6,376	4 618	8,004	12,571	21,449	22,392	29 497	17,212	26,185
8510-8585-70200 Registered Nurses	0	0	0	0	0	0	0	947	(241)	0	0	0	0
8510-8720-70200 Registered Nurses	728	3,103	(633)	3,835	5,215	2,328	7,779	(2,494)	267	2,431	1,528	2,740	2,079
8510-8751 70200 Registered Nurses	13,489	5,350	13,079	8,314	11,205	7 705	8,452	10,529	7,320	8,314	7,257	13,469	10,340
8510-8605-70200 Registered Nurses	0	0	0	0	0	0	0	0	5,422	(5,422)	0	0	0
Total: 70200 Registered Nurses	2,303,291	2,296,705	2,521,909	2,426,721	2,585,814	2,429,434	2,701,676	2,737,397	2,657,067	2,851,657	2,825,594	2,832,574	2,458,907
70210 Registered Nurses Premium													
8510-6010-70210 Registered Nurses Premium	49,972	50,236	40,276	45,818	30,839	62,575	68,445	128,823	58,709	59,694	64,781	40,763	36,217
8510-6011-70210 Registered Nurses Premium	2,055	8,053	(1 198)	1,820	642	350	1,373	3,295	(1,151)	7,350	2,953	317	3,373
8510-6151 70210 Registered Nurses Premium	65,839	78,241	22,402	60,001	37,532	68,072	61,806	108,982	28,143	66,187	20,818	18,651	32,262
8510-6170-70210 Registered Nurses Premium	48,169	40,730	25,886	39,445	29,859	61,157	54,979	113,394	39 483	49,750	29,859	11,815	33,425
8510-6171 70210 Registered Nurses Premium	40,897	65,005	49,838	37,185	27,260	37,524	44,466	74,211	25,154	41 491	42,921	23,863	25,592
8510-6172 70210 Registered Nurses Premium	614	1,715	2,523	(588)	1,357	6,212	21,500	31,005	14,797	19,676	14,072	6,886	8,717
8510-6173-70210 Registered Nurses Premium	32,229	34,152	30,097	25 143	35,308	24 420	37,583	51,827	20,820	29,457	27,003	19,450	22,547
8510-6440-70210 Registered Nurses Premium	18,509	27,976	20,307	23,018	17,804	20,947	19,977	34,262	9,627	21,830	8,775	10,480	13,985
8510-6580-70210 Registered Nurses Premium	23,191	24,596	19,939	15,125	6,812	18,365	22,100	32,639	17,524	17,388	12,525	11,839	8,778
8510-7010-70210 Registered Nurses Premium	20,650	30,731	22,275	33,440	31 447	44,077	34,473	53,772	21,933	29,651	31,555	19,845	48,799
8510-7030-70210 Registered Nurses Premium	9,002	8,059	2,857	8,648	5,074	5,686	7,253	4,255	7,571	5,958	5,576	5,999	4 652
8510-7420-70210 Registered Nurses Premium	16,747	22,106	8,681	23,498	13,001	31,813	24,837	28,091	13,045	23,830	17,877	29,535	29,285
8510-7421-70210 Registered Nurses Premium	818	6,947	1,913	1,249	2,831	1,253	8,916	2,110	1,648	4,764	2,942	2,230	2,576
8510-7427 70210 Registered Nurses Premium	4,638	11 407	5,324	10,198	4,425	5,765	9,237	19,072	8,413	10,151	8,164	11,253	8,739
8510-7570-70210 Registered Nurses Premium	8,012	8,919	12,094	8,951	9,183	7,136	7,705	18,034	13,112	22,450	18,007	18,214	13,686
8510-7631 70210 Registered Nurses Premium	5,638	8,856	6,269	2,891	7,269	4,972	7,040	7,039	3,464	6,904	5,610	5,180	2,971
8510-7740-70210 Registered Nurses Premium	33,403	20,828	22,306	7,013	5,567	17 439	8,451	47,528	21,881	21,514	10,432	13,757	14,503
8510-7760-70210 Registered Nurses Premium	10,830	6,245	13,732	10,442	12,449	11,011	18,153	11,005	15,083	21,574	13,771	15,680	13 494
8510-8215-70210 Registered Nurses Premium	0	0	0	0	0	0	559	329	332	332	357	278	958
8510-8550-70210 Registered Nurses Premium	0	0	0	0	0	0	0	259	0	0	0	0	0
8510-8565-70210 Registered Nurses Premium	0	65	8	(1)	52	155	321	1,397	1,105	463	86	(7)	338
8510-8720-70210 Registered Nurses Premium	26	249	74	2,311	3,122	1,888	(288)	1,280	(591)	577	0	41	0
8510-8751-70210 Registered Nurses Premium	1,883	449	752	35	89	2,423	588	1,899	1,123	1,666	1,871	2,830	3,826
8510-8605-70210 Registered Nurses Premium	0	0	0	0	0	0	0	0	(574)	574	0	0	0
Total: 70210 Registered Nurses Premium	383,388	438,935	366,204	362,490	264,162	432,289	435,963	769,358	336,858	540,410	337,379	272,669	323,135
70300 Licensed Vocational Nurses													
8510-6010-70300 Licensed Vocational Nurses	0	0	0	0	0	0	0	0	0	0	0	0	2,591
8510-6151-70300 Licensed Vocational Nurses	781	1,182	5,213	4,550	8,660	6,066	8,091	11,220	5,370	6,978	654	922	2,370
8510-6170-70300 Licensed Vocational Nurses	12,431	15,478	7,559	17,452	7,609	13,779	14,230	8,667	14,352	11,832	15,213	14,624	31 159
8510-6171 70300 Licensed Vocational Nurses	4,797	7,544	2,708	3,817	4,476	3,964	2,547	5,225	(559)	3,775	3,818	5,953	12,894
8510-6172-70300 Licensed Vocational Nurses	0	0	0	0	0	545	957	591	2,018	247	1,535	1,464	1,131
10-6173-70300 Licensed Vocational Nurses	1,232	(164)	428	1,609	244	552	1,234	1 183	1,653	435	0	0	1,033
0-70300 Licensed Vocational Nurses	796	(27)	1 067	(212)	1,009	2,830	552	(223)	0	572	426	5,071	4,518
0-70300 Licensed Vocational Nurses	21,652	16,328	20,002	27 463	21,952	17,971	25,240	15,024	15,569	26,561	23,825	15 160	12,052
0-70300 Licensed Vocational Nurses	2,417	3,972	3,115	4,253	4,998	5,441	1,974	2,311	2,689	2,979	2,941	3,461	3,254
720-70300 Licensed Vocational Nurses	68	0	0	0	0	0	0	0	0	0	0	0	1,266
Total: 70300 Licensed Vocational Nurses	44 145	43,021	48,112	58,441	48,947	45,876	55,795	44,878	45,208	61,979	48,309	47,034	72,678
70310 Licensed Vocational Nurses Premium													

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8510-8181-70310 Licensed Vocational Nurses Pr	224	(109)	135	1,098	348	378	1,174	2,990	807	958	6	0	95
8510-8170-70310 Licensed Vocational Nurses Pr	2,372	2,468	251	2,312	1,476	1,818	2,537	5,941	956	2,728	1,419	947	3,053
8510-8171-70310 Licensed Vocational Nurses Pr	221	1,115	(40)	61	257	1 004	10	1 031	(209)	276	113	235	609
8510-8172-70310 Licensed Vocational Nurses Pr	0	0	0	0	0	25	24	71	62	(33)	41	97	7
8510-8173-70310 Licensed Vocational Nurses Pr	51	(9)	23	47	13	809	(147)	49	955	7	0	0	1,118
8510-8440-70310 Licensed Vocational Nurses Pr	(314)	0	37	413	4	236	0	0	0	4	0	22	(3)
8510-8580-70310 Licensed Vocational Nurses Pr	3,836	3,906	5,863	3,627	3,910	6,258	6,317	5,874	3,021	3,144	2,445	2,069	(393)
Total: 70310 Licensed Vocational Nurses Pension	6,449	7,377	6,375	7,558	6,017	12,530	9,915	16,959	4,811	7 086	4,026	3,350	4,468
70400 Aides & Orderlies:													
8510-8010-70400 Aides & Orderlies	4,364	4,044	3,427	5 119	3,591	4,145	3,157	4,378	5,376	4,852	5,624	5,415	3,190
8510-8011-70400 Aides & Orderlies	30	132	769	69	121	0	462	137	41	0	0	240	229
8510-8181-70400 Aides & Orderlies	37,212	33,429	37,833	38,921	37,664	29,357	33,164	32,094	38,956	33,725	29 127	34,135	62,073
8510-8170-70400 Aides & Orderlies	34,759	40,903	37,489	36,876	36,900	41,406	37,850	33,227	32,510	33 468	37,107	38,030	43,094
8510-8171 70400 Aides & Orderlies	19,831	23,096	19,888	21,704	21,636	20,805	22,619	19 189	12,500	19,179	21 148	21,307	21,545
8510-8172 70400 Aides & Orderlies	468	284	629	1 435	705	3,711	8,305	6,746	10,745	8,648	8,563	6,994	2,544
8510-8173-70400 Aides & Orderlies	10,692	7,296	14,855	11,804	11 491	11,233	11,547	9,547	11,600	10,795	9,868	10,574	11,297
8510-8440-70400 Aides & Orderlies	8,134	8,653	12,720	8,255	13,053	12,712	14,099	9,291	8,453	6,004	4,725	10,067	8,784
8510-8580-70400 Aides & Orderlies	26,629	24,060	23,091	26,181	22,542	20,253	27,600	20,743	20,855	17,868	21,323	18,506	3,738
8510-7230-70400 Aides & Orderlies	0	0	235	117	207	123	(47)	0	0	0	0	0	222
8510-7420-70400 Aides & Orderlies	13,458	12,702	13,169	11,752	13,202	12,684	13,828	12,912	14,177	14,013	14,584	14,619	12,798
8510-7427-70400 Aides & Orderlies	2,165	2,078	2,294	2,193	2,245	1,435	1 673	1,897	2,422	2,217	2,494	2,600	3,274
8510-7570-70400 Aides & Orderlies	3,017	2,042	(407)	0	695	3,152	3,895	2,854	3,052	3,944	2,815	3,738	2,817
8510-8583-70400 Aides & Orderlies	0	1,765	(408)	0	0	0	0	223	(98)	0	0	883	2,311
8510-8720-70400 Aides & Orderlies	495	(29)	139	34	552	(5)	157	63	169	93	261	0	4
Total: 70400 Aides & Orderlies	151,395	161,337	168,662	165,677	164,990	160,670	179,295	150,047	152,307	152,340	157,771	166,252	177,066
70410 Aides & Orderlies Premium:													
8510-8010-70410 Aides & Orderlies Premium	928	128	73	606	133	843	626	2,263	(142)	329	89	67	112
8510-8011-70410 Aides & Orderlies Premium	(3)	0	0	0	11	0	24	6	(9)	0	0	0	0
8510-8181-70410 Aides & Orderlies Premium	6,182	4,371	2,848	4,212	2,831	4,694	1,252	6,620	(1,040)	4,267	686	1,008	3,426
8510-8170-70410 Aides & Orderlies Premium	6,845	8,304	5,251	6,875	3,180	10,774	5,118	13,766	2,182	6,827	7,504	3,575	6,999
8510-8171 70410 Aides & Orderlies Premium	1,028	3,896	848	2,155	671	2,637	2,147	7,257	(127)	2,585	1,528	1,911	3,060
8510-8172 70410 Aides & Orderlies Premium	18	(3)	13	100	14	156	694	1,300	236	1,742	923	1,088	(118)
8510-8173-70410 Aides & Orderlies Premium	1,571	9,070	685	1 793	97	1 694	2,085	1,880	417	2,354	1,221	350	1,898
8510-8440-70410 Aides & Orderlies Premium	2,255	1,770	1,990	1,478	1,818	3,614	3,091	1,004	1,017	1,135	494	1,224	1,208
8510-8580-70410 Aides & Orderlies Premium	5,425	3,124	2,131	3,701	1 411	4,670	2,901	12,300	(1,158)	1,799	2,448	1,672	803
8510-7420-70410 Aides & Orderlies Premium	1,708	3,140	1,704	2,257	1,557	3,057	2,526	4,342	(117)	2,825	1,779	3,243	3,001
8510-7427-70410 Aides & Orderlies Premium	160	(31)	42	60	263	(48)	208	658	(137)	1,250	771	764	484
8510-7570-70410 Aides & Orderlies Premium	103	(10)	(5)	0	0	203	123	107	135	207	95	56	145
8510-7760-70410 Aides & Orderlies Premium	308	358	551	122	362	85	497	345	580	459	309	85	127
8510-8655-70410 Aides & Orderlies Premium	0	10	(4)	0	0	0	0	10	(5)	0	0	0	0
8510-8720-70410 Aides & Orderlies Premium	0	0	0	93	52	0	0	0	0	0	12	0	0
Total: 70410 Aides & Orderlies Premium	27,247	28,903	15 136	22,429	12,040	33,474	27,272	68,577	1,971	23,899	15,220	15,935	19,737
70600 Clerical & Other Admin:													
8510-8010-70600 Clerical & Other Admin	1,832	1 039	1,315	764	1 457	883	579	791	1,548	1,244	1,228	1,464	1,361
8510-8011-70600 Clerical & Other Admin	0	0	0	0	0	0	0	0	0	0	0	0	172
8510-8181-70600 Clerical & Other Admin	2,305	1,015	2,255	1,220	2,055	1,552	727	2,009	1,715	1,983	1,442	1,278	1,352
8510-8170-70600 Clerical & Other Admin	12,500	15,185	11,321	15,032	18,509	13,491	15,152	14,312	14,833	14,815	18,038	18,000	15,505
8510-8171 70600 Clerical & Other Admin	49	1,812	3,164	4,268	3,364	3,433	4,069	4,457	0	4,594	5,157	4,366	5,650
8510-8172 70600 Clerical & Other Admin	707	(212)	1,978	(218)	1,092	256	0	0	0	0	0	0	165
8510-8173-70600 Clerical & Other Admin	2,834	5,812	5,012	2,691	3,772	3,319	3,256	2,563	(669)	4,728	3,227	3,305	3,458
8510-8440-70600 Clerical & Other Admin	2,515	1,165	2,631	626	1,308	1,523	2,791	1,293	1,302	1,193	1,257	1,276	1,252
8510-8580-70600 Clerical & Other Admin	1 424	2,041	(359)	2,559	1,855	1,535	1,043	2,341	1,515	3,360	3,547	4,444	169
8510-7010-70600 Clerical & Other Admin	11 181	9,170	13,516	17,563	10,679	12,222	12,169	12,076	13,406	8,436	10,557	12,525	20 441
8510-7071-70600 Clerical & Other Admin	49,830	48,345	54,271	60,212	56,160	43,632	60,237	43,143	60,839	50,856	57,705	59,870	53,800
8510-7079-70600 Clerical & Other Admin	13,376	12,009	10,899	12,488	13,731	11,548	14,302	9,780	14,181	11 115	13,401	13,700	9,033
8510-7092 70600 Clerical & Other Admin	18,304	18,244	23 117	27,329	25 405	21,864	27,713	17,841	23,356	20,209	29,552	24,201	23,743
8510-7094-70600 Clerical & Other Admin	0	0	0	0	0	0	0	0	0	0	0	0	1,448
8510-7095-70600 Clerical & Other Admin	2,800	2,983	2,434	2,656	2,997	1,736	2,125	2,765	3,230	2,743	3,157	3,255	2,765
10-7181 70600 Clerical & Other Admin	4,180	4,016	4,275	3,886	4,227	3,634	4,514	3,058	4,144	4,274	4,851	4,758	4,571
7230-70600 Clerical & Other Admin	10,394	8,381	9,249	9,852	9,125	10 133	12,172	9 460	10,775	10 129	11,453	12,781	9,774
7420-70600 Clerical & Other Admin	2,529	3,552	2,775	3,478	5,340	5,029	6,197	4,851	5,814	5,252	6,104	6,940	5,221
7421-70600 Clerical & Other Admin	4,027	3,781	4,187	4,239	4,108	3,453	3,974	4,844	3,769	4,974	4,503	4,693	4,328
7427-70600 Clerical & Other Admin	2,292	1,552	2,827	2,253	2,451	2,137	3,050	2,334	2,021	2,442	2,559	2,924	2,711
8510-7600-70600 Clerical & Other Admin	0	0	0	0	0	0	0	0	0	1 151	8,735	8,981	3,637
8510-7620-70600 Clerical & Other Admin	4,031	4,185	4,387	3,603	4,519	3,742	4,975	3,918	3,936	4,403	4,259	4,335	4,321
8510-7670-70600 Clerical & Other Admin	2,811	2,378	3,010	2,573	2,714	1,855	2,656	2,423	2,065	2,806	2,208	2,983	2,519
8510-7680-70600 Clerical & Other Admin	41	0	0	0	0	0	0	308	0	0	0	0	0
8510-7630-70600 Clerical & Other Admin	3,774	5,131	4,004	5,980	6,090	5,398	4,622	5,345	6,097	5,311	5,059	5,442	5,634
8510-7691 70600 Clerical & Other Admin	3,522	3,457	3,605	3,004	3,774	3,279	4,208	2,930	3,647	1,834	3,851	3,820	3,894
8510-7710-70600 Clerical & Other Admin	0	0	76	0	0	2,762	3,476	2,394	3,220	2,529	2,973	3,088	2,916
8510-7760-70600 Clerical & Other Admin	(11)	0	0	84	3,320	2,828	3,430	2,525	2,391	2,420	2,028	1,724	2,111
8510-7852 70600 Clerical & Other Admin	52,479	49,256	52,357	39,998	47,237	43,850	53,808	41,028	52,272	53,208	53,542	53,305	48,004
8510-7855-70600 Clerical & Other Admin	6,068	6,623	5,062	6,818	6,238	5,474	6,660	3,181	6,694	6,268	6,253	6,647	6,773
8510-8215-70600 Clerical & Other Admin	4,367	3,683	3,058	3,579	2,983	3,974	3,251	3,681	4,988	3,642	5,257	4,691	3,379
8510-8370-70600 Clerical & Other Admin	13,233	12,817	13,807	13,575	13,633	14,795	15,270	10,581	17,553	13,965	17,060	18,248	15,805
8510-8380-70600 Clerical & Other Admin	11,527	12,176	13,576	13,640	15,434	14,419	16,894	13 157	15,469	15 472	15,694	15,765	14,872
8510-8470-70600 Clerical & Other Admin	17,423	18,257	17,681	17,531	19,378	17,056	20,539	12,468	17,471	18,801	17,888	18,220	15,881
8510-8530-70600 Clerical & Other Admin	17,064	0	0	0	0	0	0	0	0	0	0	0	0
8510-8560-70600 Clerical & Other Admin	59,035	62,224	66,251	64,364	69,451	66,301	73,056	64,341	69,827	77 130	67,113	67,459	71,004
8510-8570-70600 Clerical & Other Admin	12,468	8,070	12,571	10,760	11,473	11,248	12,103	12,078	13,655	13,378	14,531	14,116	14,342
8510-8610-70600 Clerical & Other Admin	0	0	0	0	0	4,880	7 039	5 584	6,847	5 691	6,995	6,169	5,287
8510-8614-70600 Clerical & Other Admin	3,776	6,000	7,000	5,807	3,698	6,455	5,342	4,328	5,739	6,025	5,807	5,889	5,369
8510-8635-70600 Clerical & Other Admin	2,702	2,458	2,851	2,489	2,629	2,598	2,833	2,227	2,888	2,258	2,762	2,797	2,981
8510-8650-70600 Clerical & Other Admin	8,098	7,551	9,501	7,665	8,777	7 429	9,109	8,120	8,365	8,591	8,425	8,401	8,765
8510-8720-70600 Clerical & Other Admin	9,840	9,124	8,127	10,715	10,055	10,765	10,453	10,824	14,630	15 130	17,158	17,846	15,234
8510-8751 70600 Clerical & Other Admin	10,227	13,691	10,971	14,590	13,231	14,274	16,591	14,641	13,860	14,710	25,345	25,466	21,808
8510-8752 70600 Clerical & Other Admin	0	4,396	5,051	4,182	4,744	3,665	4,911	4,131	5,668	4,494	4,270	4,764	3,805
8510-8763-70600 Clerical & Other Admin	701	0	4,801	3,147	3,026	3,141	2,763	2,694	3,635	3,763	3,031	3,315	3,635
Total: 70600 Clerical & Other Admin	382,141	371,237	411,630	403,322	433,640	396,696	469,541	369,100	434,851	448,367	483,280	477,602	449,846
70610 Clerical & Other Admin Premium:													
8510-8010-70610 Clerical & Other Admin Premiu	2	8	44	(20)	0	72	0	105	333	448	245	257	202
8510-8181-70610 Clerical & Other Admin Premiu	352	6	14	(5)	148	(12)	0	15	8	9	0	0	0
8510-8170-70610 Clerical & Other Admin Premiu	1,718	1,943	1,029	2,053	1,240	1,257	1,803	3,578	428	1,533	488	358	1,400
8510-8171 70610 Clerical & Other Admin Premiu	0	0	28	653	184	(20)	218	612	14	454	264	(2)	533
8510-8172 70610 Clerical & Other Admin Premiu	0	0	30	(14)	34	6	0	0	0	0	0	0	0
8510-8173-70610 Clerical & Other Admin Premiu	374	761	(55)	329	52	527	959	916	(272)	68	130	32	322
8510-8440-70610 Clerical & Other Admin Premiu	196	17	70	152	52	21	315	72	52	59	20	57	97
8510-8580-70610 Clerical & Other Admin Premiu	0	137	0	0	0	0	0	312	(137)	190	10	(1)	0
8510-7010-70610 Clerical & Other Admin Premiu	1,502	2,255	2,389	2,880	990	1,326	742	6,606	736	1,093	1,419	2,129	2,344
8510-7071 70610 Clerical & Other Admin Premiu	3,452	1,400	2,133	1,273	1,088	420	903	1,523	24	284	597	158	696
8510-7079-70610 Clerical & Other Admin Premiu	37	90	216	(30)	71	135	91	19	(3)	0	1	0	0
8510-7092 70610 Clerical & Other Admin Premiu	1,173	1,048	(373)	143	13	12	125	77	237	158	193	63	0
8510-7095-70610 Clerical & Other Admin Premiu	7	7	0	0	0	0	0	0	15	0	0	0	0
8510-7181 70610 Clerical & Other Admin Premiu	(3)	0	0	0	0	0	0	0	0	0	0	0	0
8510-7230-70610 Clerical & Other Admin Premiu	225	(22)	73	118	106	182	108	1,099	(349)	354	172	96	94
8510-7420-70610 Clerical & Other Admin Premiu	35	63	22	44	44	22	204	420	(143)	24	43	124	131
8510-7421-70610 Clerical & Other Admin Premiu	1,002	725	989	797	378	321	474	209	59	191	60	25	170
8510-7427 70610 Clerical & Other Admin Premiu	359	203	342	251	178	392	340	931	(1)	347	192	355	650
8510-7600-70610 Clerical & Other Admin Premiu	0	0	0	0	0	0	0	0	94	321	210	55	451
8510-7620-70610 Clerical & Other Admin Premiu	1	1 048	338	289	198	224	160	286	183	399	172	53	354
8510-7670-70610 Clerical & Other Admin Premiu	15	4	0	7	8	(1)	0	0	0	0	0	0	0
8510-7680-70610 Clerical & Other Admin Premiu	183	221	(68)	0	0	0	150	(64)	0	0	0	0	0
8510-7630-70610 Clerical & Other Admin Premiu	515	379	355	213	65	378	148	1,001	(244)	457	27	548	237
8510-7710-70610 Clerical & Other Admin Premiu	0	0	1	29	31	63	63	60	144	14	25	23	18
8510-7760-70610 Clerical & Other Admin Premiu	0	0	0	7	30	15	34	20	2	0	0	0	22
8510-7852 70610 Clerical & Other Admin Premiu	255	182	219	42	202	130	118	4,011	(1 708)	207	206	144	(14)
8510-7855-70610 Clerical & Other Admin Premiu	7	13	35	17	0	8	0	955	(413)	0	0	1	0
8510-8215-70610 Clerical & Other Admin Premiu	562	551	604	463	376	180	3,295	1,370	888	666	631	693	650
8510-8370-70610 Clerical & Other Admin Premiu	581	726	(120)	457	17	977	44	2,443	(265)	1,251	420	491	1,522
8510-8380-70610 Clerical & Other Admin Premiu	2,504	1,894	2,454	718	726	2,116	1,390	6,429	617	2,480	2,412	2,309	2,205
8510-8470-70610 Clerical & Other Admin Premiu	2,451	1 657	2,752	1 598	1,379	2,555	315	4,358	1 762	1 423	2,084	2,033	2,573
8510-8530-70610 Clerical & Other Admin Premiu	426	0	0	0	0	0	0	0	0	0	0	0	0
8510-8560-70610 Clerical & Other Admin Premiu	10,049	8,602	1 138	6,185	3,237	3,350	2,781	11,234	653	6,009	3,732	2,174	2,653
8510-8570-70610 Clerical & Other Admin Premiu	0	0	0	0	49	8	13	399	(150)	237	7	91	8
8510-8635-70610 Clerical & Other Admin Premiu	21	8	(4)	0	13	(2)	0	0	0	0	0	0	0
8510-8650-70610 Clerical & Other Admin Premiu	207	(45)	(5)	154	36	21	69	(1)	181	(21)	0	0	0
8510-8720-70610 Clerical & Other Admin Premiu	1,184	1,278	209	2,120	1 126	1,558	785	2,128	855	1,208	350	474	699
10-8751 70610 Clerical & Other Admin Premiu	1,206	777	262	1,426	474	1 818	657	1 437	603	1,617	2,731	2,896	3,209
752 70610 Clerical & Other Admin Premiu	0	0	0	0	0	0	20	46	(18)	20	11	(1)	10
JD-70610 Clerical & Other Admin Premiu	34	0	127	80	28	35	15	11	28	(5)	19	68	153
Total: 70610 Clerical & Other Admin Premium	30,578	25,478	18,195	21,031	12,669	17,462	14,421	61,176	4,065	20,840	17,249	14,797	22,655
Environmental & Food Services:													
8510-8620-70620 Environmental & Food Services	20,889	21,293	20,065	24,836	29,753	27,514	30,771	27,197	29,841	28,771	28,742	28,947	28,583
8510-8455-70620 Environmental & Food Services	0	0	0	0	0	0	0	14,928	13,541	14,171	14,595	15,686	13,621

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Total: 70000 Environmental & Food Services	20,868	21,093	20,666	24,835	29,783	27,614	30,771	42,125	43,192	42,942	43,337	42,633	40,204
70810 Environmental & Food Services Premium:													
8510-8420-70810 Environmental & Food Services Premium	6,769	8,001	4,551	2,838	1,999	4,076	1,678	8,057	1,377	4,494	2,993	3,745	4,276
8510-8455-70810 Environmental & Food Services Premium	0	0	0	0	0	0	0	741	1,934	1,263	1,896	4,608	588
Total: 70810 Environmental & Food Services Premium	6,769	8,001	4,551	2,838	1,999	4,076	1,678	8,797	3,311	5,757	4,864	8,453	4,864
70800 Non-Phys Medical Practitioners:													
8510-7095-70800 Non-Phys Medical Practitioners	12,307	8,922	14 132	11 197	9,665	6,126	9,348	9,962	12,411	6,443	11,936	13,837	11,926
8510-7096-70800 Non-Phys Medical Practitioners	30,443	60,000	49,725	29,402	40,390	31,662	34,228	51,816	55,535	57,812	39 480	49 176	43,063
8510-7420-70800 Non-Phys Medical Practitioners	22,190	18,610	20,241	17,868	24,491	32,420	36,411	23,300	36,095	31,587	32,022	33,882	28,636
8510-7935-70800 Non-Phys Medical Practitioners	13,749	12,854	8,795	1,840	0	0	0	0	0	0	14,549	18,034	13,870
8510-8006-70800 Non-Phys Medical Practitioners	0	0	0	7,853	0	0	0	0	0	8,763	13,729	13,498	12,714
8510-8720-70800 Non-Phys Medical Practitioners	0	0	0	0	0	0	0	0	0	1,354	0	0	0
Total: 70800 Non-Phys Medical Practitioners	78,689	88,395	91,893	68,141	74,536	70,406	79,987	84,988	113,065	103,954	112,388	128,417	110,249
70810 Non-Phys Medical Practitioners Premium:													
8510-7095-70810 Non-Phys Medical Practitioners Premium	866	1,139	(445)	0	0	0	0	0	0	0	0	0	0
8510-7420-70810 Non-Phys Medical Practitioners Premium	676	382	423	276	171	0	0	0	0	0	117	191	0
Total: 70810 Non-Phys Medical Practitioners Premium	1,662	1,521	(23)	276	171	0	0	0	0	0	117	191	0
Total Productive Salaries	**5,515,053**	**5,407,039**	**5,640,072**	**5,624,945**	**5,742,678**	**5,632,289**	**5,368,134**	**5,827,733**	**5,904,062**	**5,483,231**	**5,231,737**	**5,216,608**	**5,169,258**
Non-Productive Salaries:													
71200 Vacation Holiday & Sick Leav													
8510-6010-71200 Vacation Holiday & Sick Leav	61,643	58,368	62,295	61,693	57,531	55,757	59,368	60,936	43,355	76,251	62,010	59,760	61,634
8510-6011-71200 Vacation Holiday & Sick Leav	1,523	1,481	1,525	1,522	594	0	0	0	0	0	0	0	0
8510-6151-71200 Vacation Holiday & Sick Leav	73,215	73,134	78,314	68,589	72,114	69,020	76,521	112,605	88,600	104,377	76,034	88,837	85,826
8510-6170-71200 Vacation Holiday & Sick Leav	69,045	65,585	67,610	73,333	69,371	77,637	69,215	67,209	60,877	68 114	67,768	71,869	70,581
8510-6171-71200 Vacation Holiday & Sick Leav	32,420	32,148	33 414	35,524	33,593	39 417	33,052	53,889	25 182	45,522	35,549	39,374	40,162
8510-6172-71200 Vacation Holiday & Sick Leav	2,771	2,778	2,832	2,731	2,191	4,011	3,443	9 610	4,188	10,869	8,028	7,523	8,857
8510-6173-71200 Vacation Holiday & Sick Leav	18 101	13,868	15,770	15,857	15,649	17,812	15,824	28,414	12,139	22,287	17,158	18,285	19 450
8510-6440-71200 Vacation Holiday & Sick Leav	20,745	21,772	21,864	19,947	19,776	21,923	20,795	31,581	14,458	26,504	19,879	23,089	24,575
8510-6580-71200 Vacation Holiday & Sick Leav	20,524	19,483	20,040	21,130	19,033	22,057	20,219	23,261	16,058	29,655	19,450	22,463	21,909
8510-7000-71200 Vacation Holiday & Sick Leav	28,357	27 408	27,397	26,170	29,004	29,916	23,655	40,060	16,031	33,651	22,424	25,133	24,470
8510-7071 71200 Vacation Holiday & Sick Leav	8,972	7,916	8,977	8,968	8,406	8,765	8,521	8,834	5,693	10,778	8,300	8,033	8,854
8510-7079-71200 Vacation Holiday & Sick Leav	2,918	2,926	2,037	2,920	2,349	2,668	2,654	2,732	1,854	3,847	3,453	2,626	3,162
8510-7092 71200 Vacation Holiday & Sick Leav	2,621	2,357	2,454	3,639	4,071	4,570	3,872	4,315	3,019	4,693	3,927	4,104	4,013
8510-7094-71200 Vacation Holiday & Sick Leav	0	0	0	0	0	0	0	0	0	0	0	0	264
8510-7095-71200 Vacation Holiday & Sick Leav	2,321	2,460	2,320	2,463	3,025	2,554	2,871	3,005	2,072	3,371	2,652	2,851	3,005
8510-7096-71200 Vacation Holiday & Sick Leav	10,628	8,743	10,668	7,452	8,741	8,861	7,976	11,731	8,704	11,851	9,208	8,668	8,669
8510-7097 71200 Vacation Holiday & Sick Leav	1,069	1,230	1,108	1 064	1,023	1,158	1,033	1 152	764	1,257	985	1,078	1,047
8510-7181 71200 Vacation Holiday & Sick Leav	9,920	9,645	10 191	10,822	10 407	11,889	10,882	11,878	8,233	13,899	10,489	10,859	10,822
8510-7183-71200 Vacation Holiday & Sick Leav	8,015	0	0	0	0	0	0	0	0	0	0	0	0
8510-7230-71200 Vacation Holiday & Sick Leav	18,941	16,454	21,229	20 194	19,202	20,321	18,585	27,265	14,425	24,337	19 105	21,532	21 128
8510-7420-71200 Vacation Holiday & Sick Leav	39,917	37,516	39,529	40,969	39,750	43,857	43,645	51,210	31,806	52,653	33,114	44,316	42,391
8510-7421 71200 Vacation Holiday & Sick Leav	7,621	6,541	8,761	10,356	8,713	10,436	8,453	9,714	6,410	11,294	8,753	8,478	9,316
8510-7427 71200 Vacation Holiday & Sick Leav	5,940	5,764	5,760	3,639	4,427	5,982	4,779	9,270	4,257	8,674	5,392	7,020	5,794
8510-7600-71200 Vacation Holiday & Sick Leav	25,822	23,572	22,976	23,634	22,302	27,237	23,128	28,213	18,765	29,606	23,040	27 147	25,823
8510-7620-71200 Vacation Holiday & Sick Leav	1,778	2,176	(3,018)	2,672	2,617	2,679	2,642	2,898	1,882	3,125	2,547	2,102	1,243
8510-7670-71200 Vacation Holiday & Sick Leav	18,000	18,114	18,527	7,736	15,019	19 109	17,483	23,005	11,728	23,870	17,244	17,922	17,776
8510-7690-71200 Vacation Holiday & Sick Leav	3,752	4,148	4,538	5,137	4,736	5,727	4,906	6,607	3,324	6,333	4,764	5,155	5,138
8510-7830-71200 Vacation Holiday & Sick Leav	10,759	9,698	11,921	13,573	12,469	15,252	13,917	18,634	10,100	17,076	13,524	14,715	13,774
8510-7831 71200 Vacation Holiday & Sick Leav	6,138	7,544	7,668	6,306	7,000	8,911	6,957	10,070	6,860	11 149	8,382	8,239	8,939
8510-7835-71200 Vacation Holiday & Sick Leav	4	3	14	8	0	0	0	0	0	0	0	0	0
8510-7850-71200 Vacation Holiday & Sick Leav	2,518	2,352	2,479	3,075	2,711	3,558	3,060	3,535	2,035	4,012	2,938	3,208	3,155
8510-7860-71200 Vacation Holiday & Sick Leav	2,173	2,045	2,132	2,680	2,378	2,945	2,638	3,063	1,840	3,338	2,634	2,766	2,883
8510-7870-71200 Vacation Holiday & Sick Leav	2,821	2,700	2,735	3,208	2,877	3,542	3,315	3,858	2,489	4,131	3,223	3,513	2,719
8510-7930-71200 Vacation Holiday & Sick Leav	3,063	2,806	3,078	3,811	3,006	4,076	4,402	6,154	3,052	5,857	4,309	4,710	4,628
10-7081-71200 Vacation Holiday & Sick Leav	1,858	1 864	1,944	2,060	1,954	2,283	2,072	2,300	1,513	2,601	1,966	2,169	2,202
7680-71200 Vacation Holiday & Sick Leav	1,815	1,761	1,807	2,009	1,885	2,133	1,978	2,172	1 482	2,348	1,904	2,064	2,063
10-71200 Vacation Holiday & Sick Leav	21,036	21,281	22,515	23,401	21,135	25,868	22,558	25,009	19,637	29,570	23,825	25,865	25,822
20-71200 Vacation Holiday & Sick Leav	13,075	13,413	17,441	21,513	20,116	23,303	21,265	24,655	14,939	24,520	19,880	20 419	23,340
7740-71200 Vacation Holiday & Sick Leav	14,318	12,026	12,547	11,377	11,471	13,834	13,353	20,576	8,567	20,567	13,775	15,598	16,052
8510-7750-71200 Vacation Holiday & Sick Leav	6,017	5,783	6,401	6,377	6,137	7 091	6,230	7,112	4,269	8,453	6,104	6,650	6,660
8510-7850 71200 Vacation Holiday & Sick Leav	20,842	19,913	22,237	21,999	19,777	22,419	23,018	26,089	18,358	29,318	22,421	24,304	23,982
8510-7855-71200 Vacation Holiday & Sick Leav	8,825	8,604	9,150	9,353	7,993	7,986	7 144	7,854	5,189	8,789	9,084	10,075	9 786
8510-7871-71200 Vacation Holiday & Sick Leav	573	541	657	681	783	857	918	1,009	629	1,092	885	953	926
8510-8215-71200 Vacation Holiday & Sick Leav	5,849	5,858	5,805	5,539	5,382	4 766	4,280	4,857	3,195	5,304	4,228	4,549	4,405
8510-8360-71200 Vacation Holiday & Sick Leav	1,219	2,009	2,806	1,923	2,033	2,433	2,051	3,031	1,752	3,248	2,458	2,573	2,721
8510-8370-71200 Vacation Holiday & Sick Leav	1 631	1,853	1,617	1,632	1,727	2,024	1,803	2,078	1,211	2,349	1,733	1,911	1,877
8510-8385-71200 Vacation Holiday & Sick Leav	5,833	5,627	7 123	7,885	7,847	10 178	8,390	10,638	5,649	11,863	8,902	9 768	8,914
8510-8420-71200 Vacation Holiday & Sick Leav	(998)	4 064	4,344	4,887	4,367	5,457	4,852	6,098	3,319	6,002	4,737	5,153	4,628
8510-8455-71200 Vacation Holiday & Sick Leav	0	0	0	0	0	0	0	201	(395)	1 135	1 405	1,550	1,523
8510-8470-71200 Vacation Holiday & Sick Leav	2,793	2,651	2,918	3,005	3,131	3,758	3,059	3,307	2,385	4,183	3,216	3,610	3,112
8510-8510-71200 Vacation Holiday & Sick Leav	2,663	2,405	2,634	2,916	2,329	2,978	2,361	2,935	1,937	3,262	947	1,478	990
8510-8530-71200 Vacation Holiday & Sick Leav	972	65	117	135	0	0	0	0	0	0	0	0	0
8510-8550-71200 Vacation Holiday & Sick Leav	8,407	10,128	10,811	12,403	11,409	13,820	13,422	18 185	9,840	16,359	12,173	13,172	13,155
8510-8570-71200 Vacation Holiday & Sick Leav	2,091	2,041	2,088	2,597	2,009	2,290	2,191	2,414	1,622	2,640	2,113	2,321	2,720
8510-8606-71200 Vacation Holiday & Sick Leav	0	0	0	2,098	0	0	0	0	0	1,710	1,626	1,768	1,700
8510-8610-71200 Vacation Holiday & Sick Leav	3,288	3,155	2,676	2,553	1,855	3,753	7,612	6,043	65	8,744	2,478	4,252	2,976
8510-8614-71200 Vacation Holiday & Sick Leav	888	890	954	918	892	985	896	984	655	1 071	853	923	901
8510-8630-71200 Vacation Holiday & Sick Leav	2,041	1,999	5,031	3,691	2,692	3,963	2,676	869	(39)	2,393	1,210	1 407	1,579
8510-8635-71200 Vacation Holiday & Sick Leav	468	430	457	539	479	886	621	606	331	983	601	1,414	392
8510-8650-71200 Vacation Holiday & Sick Leav	5,685	4,940	4,978	4,495	4,328	4,532	4,348	2,722	(98)	2,700	1,599	1,935	2,705
8510-8680-71200 Vacation Holiday & Sick Leav	1,300	1,256	1,356	1,287	1,267	1,339	1,272	1,398	948	1,531	1,226	1,317	1,282
8510-8685-71200 Vacation Holiday & Sick Leav	0	33	68	34	0	0	0	0	0	0	0	0	0
8510-8710-71200 Vacation Holiday & Sick Leav	317	890	1,428	1,396	1,241	1,535	1,254	1 667	847	1,988	1,202	1,332	979
8510-8720-71200 Vacation Holiday & Sick Leav	9,774	10,800	10,213	11,613	9,907	9 765	8,768	12,542	6,949	14,429	10,768	11,270	10,591
8510-8761 71200 Vacation Holiday & Sick Leav	16,355	15,615	15,615	15,395	14,696	17,763	15,764	19,320	10,869	22,826	13,750	18,003	16,822
8510-8762 71200 Vacation Holiday & Sick Leav	5,983	5,837	5,911	5,809	7,064	8,019	7,089	6,368	3,328	8,691	4,899	5,478	6,292
8510-8763-71200 Vacation Holiday & Sick Leav	1,578	1,528	2,910	2,840	2,816	3,216	2,634	3,173	1,996	3,538	2,727	2,959	3,057
8510-8764-71200 Vacation Holiday & Sick Leav	0	0	0	537	1,364	1,551	1,391	443	(246)	355	6	72	91
8510-8880-71200 Vacation Holiday & Sick Leav	(252)	61	107	103	0	0	0	0	0	0	0	0	0
8510-9563-71200 Vacation Holiday & Sick Leav	713	696	765	720	697	770	700	769	522	837	574	725	705
Total: 71200 Vacation Holiday & Sick Leav	692,086	682,736	697 481	710,483	682,301	696,309	718,734	923,054	611,971	938,763	708,118	785,809	762,776
71250 SICK PAY													
8510-6010-71250 SICK PAY	14,864	10 179	8,585	8,360	1 492	8,393	8,741	11 158	18,179	25,547	4,542	7,935	32,313
8510-6011 71250 SICK PAY	(100)	0	0	0	0	0	0	0	0	0	0	0	0
8510-6151-71250 SICK PAY	1,714	10,769	4,495	7,478	7,047	8,922	10,111	3,378	2,294	8,337	8,057	1,626	19,628
8510-6170-71250 SICK PAY	13,962	8,979	13,606	8,814	3,313	4,227	7,238	6,431	12,835	14,015	3,963	4 077	5,631
8510-6171-71250 SICK PAY	606	1 193	2,191	(78)	687	4,282	1,996	666	1,702	4,151	547	2,948	4,356
8510-6172 71250 SICK PAY	0	0	0	2,883	314	(19)	0	0	0	693	2,341	(64)	0
8510-6173-71250 SICK PAY	4,653	5,324	3,476	219	0	0	1 100	851	4,100	2,885	1,588	(28)	571
8510-6440-71250 SICK PAY	3,695	(10)	1,018	697	633	0	557	2,124	5,911	2,976	2,292	2,544	(727)
8510-6580-71250 SICK PAY	188	2,219	1,510	609	273	531	1,620	1,077	5,653	1 436	2,444	3,101	5,242
8510-6700-71250 SICK PAY	(99)	104	104	2,262	0	1,454	765	978	972	1,579	1,209	1,348	1,575
8510-7071 71250 SICK PAY	656	0	0	329	88	603	1,962	621	(168)	284	0	43	0
8510-7079-71250 SICK PAY	87	93	(48)	254	0	628	249	323	(44)	436	0	0	1,940
8510-7092 71250 SICK PAY	128	537	(289)	186	181	(32)	248	464	0	473	0	206	(54)
8510-7095-71250 SICK PAY	0	152	0	0	152	152	0	0	185	183	0	0	0
8510-7096 71250 SICK PAY	0	0	0	616	0	0	0	0	1,100	(484)	0	836	(220)
8510-7097 71250 SICK PAY	0	0	0	0	0	285	(76)	0	0	0	0	0	0
8510-7181-71250 SICK PAY	0	0	2,634	(1,099)	228	(40)	526	(909)	4,705	(493)	1,838	(19)	532
8510-7230-71250 SICK PAY	2,177	4,621	(1,439)	1,454	0	453	1,052	3,391	(1,302)	3,277	533	957	2,368
8510-7420-71250 SICK PAY	5,297	3,602	264	5,872	3,610	1,817	635	853	197	3,583	1,890	3,527	3,854
8510-7421 71250 SICK PAY	1,979	215	0	0	0	776	575	211	(182)	0	0	0	1,350
8510-7427-71250 SICK PAY	455	0	206	0	0	0	0	206	(97)	0	0	0	0
8510-7600-71250 SICK PAY	763	206	34	0	0	1,310	749	0	0	0	2,027	3,141	(6)
8510-7620-71250 SICK PAY	0	0	113	0	0	0	0	0	0	0	0	0	0
8510-7670-71250 SICK PAY	982	2,571	(104)	566	363	624	(53)	621	3,092	(501)	1,503	(183)	2,523
8510-7690-71250 SICK PAY	(21)	0	0	65	0	0	0	0	65	656	0	0	3,397
8510-7830-71250 SICK PAY	0	0	0	0	0	0	0	696	0	0	0	2,419	(837)
8510-7831 71250 SICK PAY	332	0	0	0	661	455	1,152	(267)	0	372	0	0	550
8510-7835-71250 SICK PAY	0	1,530	333	931	0	2,823	(664)	0	0	0	0	0	0
8510-7870-71250 SICK PAY	0	0	0	0	0	456	(123)	0	0	557	0	0	1,426
8510-7710-71250 SICK PAY	2,045	308	308	477	976	1,243	1 015	235	89	3,919	599	1,801	1,500
8510-7720-71250 SICK PAY	358	0	0	358	4,367	1,259	4,068	8,413	8,302	(768)	473	1,896	607
10-7740-71250 SICK PAY	2,952	(100)	1,295	(698)	0	729	2,798	1,837	(1,302)	488	1,535	4,970	(1,081)
0-71250 SICK PAY	0	0	0	0	0	0	0	0	810	1,531	0	3,928	4,698
2 71250 SICK PAY	149	303	5,978	2,855	1,699	1,259	606	976	(11)	1,769	52	966	(2)
5 71250 SICK PAY	225	0	1,844	3,317	0	0	0	314	103	0	0	0	0
1 71250 SICK PAY	0	0	0	124	0	0	0	0	109	0	0	0	0
10-8215-71250 SICK PAY	1,744	32	607	741	1 006	(66)	0	0	1,306	1 468	407	4,744	3,025
8510-8360-71250 SICK PAY	86	132	133	(51)	0	0	0	0	0	0	0	671	444
8510-8370-71250 SICK PAY	0	0	0	0	0	0	0	0	0	0	0	0	421
8510-8385-71250 SICK PAY	301	45	(76)	254	0	0	0	227	(109)	0	253	(32)	1,357

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8510-8420-71250 SICK PAY	735	214	970	262	302	0	0	0	394	972	0	0	0
8510-8470-71250 SICK PAY	316	(106)	0	0	0	0	0	0	0	219	732	143	0
8510-8530-71250 SICK PAY	344	0	0	0	0	0	0	0	0	0	0	0	0
8510-8550-71250 SICK PAY	(148)	0	0	0	86	(18)	0	0	0	0	0	733	391
8510-8570-71250 SICK PAY	0	1,222	691	(306)	0	0	0	0	0	0	0	0	0
8510-8810-71250 SICK PAY	0	0	0	0	544	0	0	0	0	0	0	0	0
8510-8530-71250 SICK PAY	0	730	(296)	0	0	0	0	0	0	0	0	0	0
8510-8535-71250 SICK PAY	0	0	0	0	0	0	0	0	0	0	144	297	0
8510-8550-71250 SICK PAY	0	752	(188)	297	0	252	497	(4)	(72)	1 159	242	606	434
8510-8710-71250 SICK PAY	0	0	0	0	0	0	0	0	0	0	363	0	0
8510-8720-71250 SICK PAY	0	481	635	1,211	86	141	(37)	2,704	2,022	1,353	934	735	1 455
8510-8761-71250 SICK PAY	0	7 592	5,773	1,360	1 606	1,221	540	2,009	922	1,766	212	0	0
8510-8762-71250 SICK PAY	(88)	1,609	(747)	1,221	0	0	1,265	(349)	1,068	(470)	1,880	(88)	0
8510-8763-71250 SICK PAY	0	0	0	170	0	1,221	(190)	304	(194)	0	1,073	393	573
Total: 71250 SICK PAY	62,510	62,834	61,002	49,730	30,076	41,872	80,436	62,294	67,781	82,770	42,142	53,992	97,849
71270 Other Paid Time Off:													
8510-6010-71270 OTHER PAID TIME OFF	(234)	0	1,354	347	0	0	0	0	0	0	0	0	3,816
8510-8151-71270 OTHER PAID TIME OFF	952	2,240	(4)	0	0	1,620	65	0	0	2,556	618	2,117	(218)
8510-8170-71270 OTHER PAID TIME OFF	2,857	(557)	0	1 142	552	557	0	0	0	2,207	1,369	(174)	4,685
8510-8171-71270 OTHER PAID TIME OFF	2,389	(717)	0	0	0	0	0	1,031	0	0	773	(97)	0
8510-8173-71270 OTHER PAID TIME OFF	0	2,300	(600)	0	0	1 857	0	0	0	0	0	0	0
8510-8440-71270 OTHER PAID TIME OFF	535	1,814	(978)	0	0	0	0	0	0	0	0	0	0
8510-8530-71270 OTHER PAID TIME OFF	0	0	1 773	(458)	0	0	0	0	700	0	0	0	0
8510-7010-71270 OTHER PAID TIME OFF	388	0	0	0	0	0	2,291	(633)	224	0	2,397	(239)	0
8510-7021-71270 OTHER PAID TIME OFF	0	0	0	0	0	0	227	0	0	0	0	0	0
8510-7022-71270 OTHER PAID TIME OFF	0	0	0	0	0	0	0	788	0	0	0	0	0
8510-7036-71270 OTHER PAID TIME OFF	0	0	0	0	0	0	0	0	0	0	0	2,483	(204)
8510-7191-71270 OTHER PAID TIME OFF	0	0	0	1,603	0	0	0	0	0	0	0	0	0
8510-7230-71270 OTHER PAID TIME OFF	0	1,044	127	0	0	0	0	0	0	0	0	0	0
8510-7420-71270 OTHER PAID TIME OFF	(430)	1,573	(655)	0	0	1,089	0	1,252	1,411	(440)	0	1,216	1,092
8510-7421-71270 OTHER PAID TIME OFF	0	0	0	0	0	0	0	1,962	0	0	0	0	1 413
8510-7427-71270 OTHER PAID TIME OFF	0	0	0	0	0	0	0	0	978	0	0	0	0
8510-7500-71270 OTHER PAID TIME OFF	0	0	3,837	(1,628)	0	638	0	0	0	0	0	498	1,593
8510-7520-71270 OTHER PAID TIME OFF	0	0	0	0	0	0	0	0	0	0	0	1,167	953
8510-7570-71270 OTHER PAID TIME OFF	0	0	0	0	0	0	0	0	0	0	0	727	(191)
8510-7631-71270 OTHER PAID TIME OFF	0	0	825	(381)	929	0	0	0	0	0	0	0	0
8510-7650-71270 OTHER PAID TIME OFF	0	0	3,459	(1,598)	0	0	0	0	0	0	0	0	0
8510-7660-71270 OTHER PAID TIME OFF	0	0	0	0	0	1 738	0	0	0	0	0	0	0
8510-7670-71270 OTHER PAID TIME OFF	0	0	0	0	257	0	0	0	0	0	0	0	0
8510-7683-71270 OTHER PAID TIME OFF	0	0	0	0	0	0	0	0	0	1,276	0	0	0
8510-7730-71270 OTHER PAID TIME OFF	821	(51)	0	0	0	0	0	909	(428)	0	0	1,215	(322)
8510-7720-71270 OTHER PAID TIME OFF	0	0	1,950	(906)	0	0	0	0	2,027	(952)	0	0	0
8510-7740-71270 OTHER PAID TIME OFF	0	0	2,689	(730)	0	0	0	0	0	0	0	0	0
8510-7882-71270 OTHER PAID TIME OFF	152	958	899	(418)	391	0	616	(224)	0	0	0	0	0
8510-8215-71270 OTHER PAID TIME OFF	0	958	0	0	0	0	0	0	0	0	0	0	0
8510-8370-71270 OTHER PAID TIME OFF	0	0	0	0	0	0	0	0	281	(132)	0	0	0
8510-8380-71270 OTHER PAID TIME OFF	0	0	0	0	0	0	0	0	0	1,267	0	0	0
8510-8420-71270 OTHER PAID TIME OFF	0	0	0	0	0	0	0	0	0	0	0	145	0
8510-8470-71270 OTHER PAID TIME OFF	0	0	457	(210)	0	0	0	0	0	0	0	0	0
8510-8530-71270 OTHER PAID TIME OFF	172	0	0	0	0	0	0	0	0	0	0	0	0
8510-8590-71270 OTHER PAID TIME OFF	1,468	1,553	(689)	0	0	594	135	0	945	866	0	259	886
8510-8810-71270 OTHER PAID TIME OFF	0	0	0	0	0	245	(13)	0	0	0	0	0	0
8510-8710-71270 OTHER PAID TIME OFF	373	(82)	0	0	0	0	0	0	0	0	0	0	0
8510-8720-71270 OTHER PAID TIME OFF	0	122	0	0	0	0	0	0	226	(104)	0	0	0
8510-8761-71270 OTHER PAID TIME OFF	0	0	0	0	0	0	0	0	691	0	0	0	0
8510-8763-71270 OTHER PAID TIME OFF	0	0	0	0	0	0	0	1,224	0	0	0	0	0
8510-9553-71270 OTHER PAID TIME OFF	233	0	0	0	0	0	0	0	0	0	0	0	0
Total: 71270 Other Paid Time Off	9,695	12,380	14,068	(3,933)	2,260	8,458	3,320	6,158	6,304	6,827	6,074	9,328	13,143
71271 JURY DUTY:													
8510-6010-71271 JURY DUTY	525	(152)	0	1,011	531	0	0	1,367	(299)	(135)	578	594	(209)
10-8151-71271 JURY DUTY	0	0	0	1,805	0	0	0	0	0	0	0	0	0
170-71271 JURY DUTY	0	0	0	491	0	0	491	0	0	0	700	0	0
171-71271 JURY DUTY	0	0	0	0	0	697	0	0	0	0	0	0	0
173-71271 JURY DUTY	(200)	0	0	0	0	0	0	0	0	700	1 400	0	935
8440-71271 JURY DUTY	0	0	0	0	808	(142)	0	0	0	1,031	0	0	0
8510-8590-71271 JURY DUTY	0	0	0	0	0	0	0	0	995	678	0	144	0
8510-7010-71271 JURY DUTY	0	0	0	0	0	0	0	0	0	0	845	0	1,114
8510-7021-71271 JURY DUTY	0	0	0	0	0	0	0	0	0	314	0	0	0
8510-7230-71271 JURY DUTY	0	1,527	(509)	0	0	0	0	0	0	0	765	852	(174)
8510-7882-71271 JURY DUTY	0	0	0	0	0	162	0	0	0	0	0	957	(173)
8510-8360-71271 JURY DUTY	0	0	0	0	0	0	0	0	303	0	0	0	0
8510-8420-71271 JURY DUTY	0	0	0	145	0	0	0	0	0	0	0	0	0
8510-8550-71271 JURY DUTY	0	0	0	0	0	0	0	0	0	0	0	245	(64)
8510-8761-71271 JURY DUTY	0	0	0	0	0	0	0	0	0	0	0	2,157	(669)
Total: 71271 JURY DUTY	325	1,375	(509)	3,553	1,340	716	491	1,367	1 033	2,588	4,291	4,949	861
71272 Invensys Education:													
8510-6010-71272 INSERVICE EDUCATION EXP	19,205	14,920	13,067	41,700	27,393	13,209	43,318	14,441	30,547	33,823	48,013	76,091	51,358
8510-8011-71272 INSERVICE EDUCATION EXP	0	0	183	488	0	0	0	0	0	117	0	717	1,488
8510-8151-71272 INSERVICE EDUCATION EXP	22,943	59,839	48,358	39 412	20,116	32,487	73,581	47,529	12,667	51,481	27,976	10,376	8,868
8510-8170-71272 INSERVICE EDUCATION EXP	52,574	85,654	60 454	17,092	11,746	16,804	36,246	7 622	2,652	4,965	12,102	4,487	18,068
8510-8171-71272 INSERVICE EDUCATION EXP	39,504	44,825	44,622	6,849	22,217	6,109	27,193	7,201	13,029	22,827	20,321	8,800	20,074
8510-8172-71272 INSERVICE EDUCATION EXP	6,342	11,593	2,818	958	3,818	7,604	20,377	4,363	1,838	6,408	8,024	1,013	9,972
8510-8173-71272 INSERVICE EDUCATION EXP	13,429	38,905	28 107	5,912	8,494	6,806	21,064	6,686	6,421	20,921	13,781	8,822	3,266
8510-8440-71272 INSERVICE EDUCATION EXP	3,850	18,490	18,256	31 144	25,823	14,882	17,852	(8,042	23,710	30,838	25,198	18,825	2,745
8510-8530-71272 INSERVICE EDUCATION EXP	(276)	12,120	1,802	8,414	857	3,725	4,497	1 765	3,812	22,802	2,951	609	32,812
8510-7010-71272 INSERVICE EDUCATION EXP	60,068	69,023	(11,369)	6,891	20,375	24,760	7,255	6,306	17,848	13,426	10,534	11,776	4,243
8510-7021-71272 INSERVICE EDUCATION EXP	0	0	277	(128)	0	0	0	132	(58)	84	157	(20)	0
8510-7078-71272 INSERVICE EDUCATION EXP	0	0	0	0	91	(10)	0	0	0	0	0	0	0
8510-7022-71272 INSERVICE EDUCATION EXP	0	0	0	397	0	0	0	70	(31)	0	0	0	0
8510-7094-71272 INSERVICE EDUCATION EXP	0	0	0	0	0	0	0	0	0	0	0	0	231
8510-7095-71272 INSERVICE EDUCATION EXP	0	0	0	592	0	0	3,600	(1,359)	0	0	0	0	0
8510-7096-71272 INSERVICE EDUCATION EXP	0	2,291	0	0	0	0	0	4,593	(2,065)	2,453	1,939	(240)	0
8510-7191-71272 INSERVICE EDUCATION EXP	0	0	0	0	0	0	0	0	0	1,878	0	0	0
8510-7230-71272 INSERVICE EDUCATION EXP	6,240	2,157	14,370	19 108	3,937	3,773	4,277	9,771	0	1,850	2,065	10 403	3,236
8510-7420-71272 INSERVICE EDUCATION EXP	21,583	8,114	12,442	3,067	12,152	23,195	23,107	(308)	941	5,643	3,169	(159)	4,116
8510-7421-71272 INSERVICE EDUCATION EXP	8,015	4,997	(1 797)	236	262	5,115	7,830	6,459	12,123	3,594	929	1,668	1,518
8510-7427-71272 INSERVICE EDUCATION EXP	(521)	232	3,301	6,138	8,053	2,250	6,416	4,858	180	1 110	0	0	1,397
8510-7500-71272 INSERVICE EDUCATION EXP	6,879	(968)	15,280	8,887	18,261	8,339	18,294	27,539	13,475	11,063	8,668	13,640	13,170
8510-7520-71272 INSERVICE EDUCATION EXP	0	0	0	0	0	0	0	0	342	(151)	0	0	0
8510-7570-71272 INSERVICE EDUCATION EXP	7,097	8,396	3,645	7,347	1,180	6,884	2,311	3,611	2,535	1,668	1,594	716	2,815
8510-7580-71272 INSERVICE EDUCATION EXP	172	0	0	456	1,572	2,042	(121)	142	(52)	0	359	(45)	984
8510-7630-71272 INSERVICE EDUCATION EXP	(452)	3,215	(93)	0	0	0	8 127	(1,864)	0	0	94	(12)	297
8510-7631-71272 INSERVICE EDUCATION EXP	1,259	(122)	268	(126)	0	0	9,451	(209)	0	89	85	1,337	1,209
8510-7650-71272 INSERVICE EDUCATION EXP	0	0	0	0	0	0	0	0	0	253	0	0	0
8510-7670-71272 INSERVICE EDUCATION EXP	0	0	0	0	0	0	0	0	0	3,255	0	0	100
8510-7680-71272 INSERVICE EDUCATION EXP	0	0	948	3,945	0	0	11,567	(4,203)	0	78	0	0	0
8510-7691-71272 INSERVICE EDUCATION EXP	0	0	0	0	0	0	0	0	192	(80)	0	0	0
8510-7710-71272 INSERVICE EDUCATION EXP	3,801	17,276	29 127	30 457	28,313	23,856	1 938	2,410	6,100	10,668	17,754	22,336	10,021
8510-7720-71272 INSERVICE EDUCATION EXP	(476)	0	1,571	200	3,737	377	(74)	0	0	2,155	1 670	1,922	1,857
8510-7740-71272 INSERVICE EDUCATION EXP	13,370	13,394	10,178	6,718	20,224	7,834	11,054	2,973	7 455	24,753	13,345	15,057	11,858
8510-7760-71272 INSERVICE EDUCATION EXP	6,347	1,326	2,340	4,334	0	0	4,950	(1,051)	0	0	0	268	242
8510-7882-71272 INSERVICE EDUCATION EXP	0	0	1 144	200	2,180	305	(98)	0	1,907	(478)	979	(129)	527
8510-7883-71272 INSERVICE EDUCATION EXP	0	0	7,513	504	0	0	0	0	1,207	(531)	1,220	0	0
8510-8215-71272 INSERVICE EDUCATION EXP	573	1,206	352	1 161	975	1,039	8,474	(406)	700	757	1,283	694	757
8510-8360-71272 INSERVICE EDUCATION EXP	0	11,796	(3,332)	0	0	0	523	(193)	1,243	612	0	0	0
8510-8370-71272 INSERVICE EDUCATION EXP	0	0	0	0	0	0	1 577	(582)	0	0	0	2,824	(258)
8510-8380-71272 INSERVICE EDUCATION EXP	306	(97)	694	(274)	0	802	(211)	0	0	278	0	0	459
8510-8420-71272 INSERVICE EDUCATION EXP	0	0	0	918	0	0	0	0	235	(72)	0	221	(58)
8510-8470-71272 INSERVICE EDUCATION EXP	0	136	0	138	0	0	0	0	0	0	0	0	0
8510-8550-71272 INSERVICE EDUCATION EXP	0	1,976	1,572	0	0	0	4,925	4,004	1,456	(770)	0	2,747	3,692
8510-8570-71272 INSERVICE EDUCATION EXP	0	0	0	0	0	0	729	732	(192)	0	34	(4)	429
8510-8610-71272 INSERVICE EDUCATION EXP	0	0	0	0	0	418	(110)	0	0	452	0	0	0
8510-8630-71272 INSERVICE EDUCATION EXP	0	0	1,571	(728)	0	0	0	0	0	0	0	979	(179)
8510-8630-71272 INSERVICE EDUCATION EXP	0	0	0	0	0	0	0	0	0	0	0	0	404
8510-8690-71272 INSERVICE EDUCATION EXP	2,115	1,056	0	0	0	0	0	0	27	0	0	0	0
8510-8023-71272 INSERVICE EDUCATION EXP	0	0	0	0	0	0	0	0	888	(264)	0	0	574
8510-8710-71272 INSERVICE EDUCATION EXP	851	0	0	0	0	0	0	398	1,979	(799)	0	0	0
8510-8720-71272 INSERVICE EDUCATION EXP	44	(28)	4 496	141	10,528	3,007	6,233	578	1,834	3,476	734	1,108	1,989
8510-8761-71272 INSERVICE EDUCATION EXP	2,992	3,757	1,687	3,583	7,339	7,592	17,531	6,016	1,044	250	18,703	2,594	434
10-8762-71272 INSERVICE EDUCATION EXP	554	693	(257)	0	1 194	(130)	0	0	772	958	0	0	0
1-7272 INSERVICE EDUCATION EXP	1,547	(764)	0	253	194	609	(169)	0	0	0	0	0	0
1-7273 INSERVICE EDUCATION EXP	0	0	0	0	553	0	0	0	0	0	0	0	0
3-7272 INSERVICE EDUCATION EXP	0	0	0	0	0	0	0	2,094	(921)	0	125	520	
Total: 71272 Invensys Education	302,033	433,226	312,848	245,545	260,370	223,701	398,650	194,409	169,698	292,553	232 755	221 624	307,292
71274 ON CALL Standby:													
8510-7095-71274 ON CALL STANDBY	1,602	2,512	(953)	0	0	0	0	0	0	0	0	0	0

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8510-7420-71274 ON CALL STANDBY	14,040	17,726	11,993	10,059	11,552	11,768	10,651	17,570	12,369	13,624	12,745	13,778	13,769
8510-7421 71274 ON CALL STANDBY	3,177	3,368	2,974	7,799	2,717	11,823	8,258	8,691	6,399	6,303	6,121	9,836	10,123
8510-7427 71274 ON CALL STANDBY	3,111	3,369	2,812	3,300	2,551	2,301	2,838	3,943	3,355	3,926	3,809	3,336	3,423
8510-7570-71274 ON CALL STANDBY	29,782	28,714	27,288	38,718	38,482	41,286	45,061	44,023	35,240	42,004	36,620	36,227	39,705
8510-7590-71274 ON CALL STANDBY	7 723	8,336	6,193	7,557	7 626	8,402	8,666	9,408	7,185	8,251	7,335	3,369	7,879
8510-7630-71274 ON CALL STANDBY	(59)	486	0	486	0	0	0	1 476	0	0	82	(10)	0
8510-7631 71274 ON CALL STANDBY	21,018	20,656	21,242	19,459	20,332	21,210	22,269	25,012	20,055	24,353	22,202	28,356	30,132
8510-7650-71274 ON CALL STANDBY	10,132	10,602	10,814	10,213	11,493	10,783	11,310	12,443	8,657	10,020	10,822	11,381	10,976
8510-7650-71274 ON CALL STANDBY	8,689	8,233	8,894	8,477	8,769	8,665	7,210	10,000	8,328	9 453	8,857	9,427	9,429
8510-7650-71274 ON CALL STANDBY	1,503	2,081	769	2,396	1,121	1,386	1,467	1,823	544	1,626	1,210	1,243	853
8510-7710-71274 ON CALL STANDBY	3,000	3,100	3,100	3,200	3,100	3,000	(200)	0	0	0	0	0	0
8510-7740-71274 ON CALL STANDBY	2,028	2,572	2,121	2,052	1,843	2,316	2,070	2,112	1 422	2,049	1,879	2,049	1,922
8510-7760-71274 ON CALL STANDBY	8,141	7,865	7 186	7,975	7,930	7,413	6,829	7,584	6,124	7,179	6,769	6,843	7,831
8510-7852 71274 ON CALL STANDBY	19,804	18,891	18,221	15,823	17,701	21,188	17,049	18,250	18,291	19,833	17,941	22,135	18,531
8510-8360-71274 ON CALL STANDBY	371	671	690	243	221	79	357	421	457	364	100	371	429
8510-8483-71274 ON CALL STANDBY	0	0	0	0	0	0	0	3,824	2,958	3,294	2,748	3,821	2,979
8510-8560-71274 ON CALL STANDBY	(307)	0	936	0	0	0	0	0	0	0	0	0	0
Total: 71274 ON CALL Standby	133,747	139,280	123,622	143,152	132,654	152,469	144,636	163,813	129,481	156,271	141,477	159,110	156,399
71275 BONUS													
8510-6010-71275 BONUS	0	0	0	0	0	0	0	0	0	1,525	0	4,600	0
8510-6151 71275 BONUS	0	0	0	0	0	0	0	0	0	3,000	0	0	0
8510-6173-71275 BONUS	0	0	0	0	0	0	0	0	0	600	0	0	0
8510-7010-71275 BONUS	0	0	0	0	0	0	0	0	0	0	0	1,600	0
8510-7035-71275 BONUS	0	0	0	0	0	6,000	0	0	0	0	0	6,000	0
8510-7420-71275 BONUS	6,000	0	0	0	0	0	0	0	0	0	0	0	0
8510-8360-71275 BONUS	0	0	0	0	0	0	0	0	(4,431)	0	0	0	0
8510-8810-71275 BONUS	3,750	0	0	0	0	3,750	0	0	0	0	0	0	0
8510-8810-71275 BONUS	0	0	0	0	0	0	25,000	0	0	0	25,000	0	0
8510-8650-71275 BONUS	0	0	0	0	0	0	0	0	0	0	0	0	6,000
Total: 71275 BONUS	9,750	0	0	0	0	9,750	25 000	0	(4,431)	5,200	25,000	12,400	6,000
71276 Missed Meals													
8510-6010-71276 MISSED MEALS	(238)	346	1,210	333	421	89	2,001	8,853	1,512	8,886	2,624	1 425	(98)
8510-6011 71276 MISSED MEALS	0	0	0	60	0	0	0	0	0	312	0	0	0
8510-6151-71276 MISSED MEALS	19	0	633	(202)	0	0	2,473	17,764	(3,282)	51	413	5	0
8510-6170-71276 MISSED MEALS	355	42	372	(97)	453	1,710	2,057	31,577	(3,655)	2,620	1,069	389	690
8510-6171 71276 MISSED MEALS	0	76	(30)	0	0	39	0	553	216	0	61	85	(22)
8510-6172 71276 MISSED MEALS	0	0	0	0	0	0	0	98	0	0	65	(8)	0
8510-6173-71276 MISSED MEALS	0	0	0	0	0	0	0	287	0	0	0	0	0
8510-6440-71276 MISSED MEALS	598	1,119	352	261	187	501	3,508	6,704	1,141	374	1,052	972	236
8510-6580-71276 MISSED MEALS	0	0	0	0	0	0	0	578	14	(20)	55	0	0
8510-7010-71276 MISSED MEALS	441	702	1,620	(510)	919	353	1,035	806	332	131	0	176	1,352
8510-7071 71276 MISSED MEALS	82	0	69	(17)	0	21	0	0	0	0	0	0	0
8510-7095-71276 MISSED MEALS	0	0	77	222	0	97	(28)	0	0	0	143	0	0
8510-7131-71276 MISSED MEALS	0	0	0	0	0	0	0	0	139	0	0	0	0
8510-7230-71276 MISSED MEALS	243	(55)	237	69	0	0	104	0	0	0	0	0	0
8510-7420-71276 MISSED MEALS	52	668	(121)	155	122	134	224	222	(70)	257	198	171	239
8510-7421 71276 MISSED MEALS	68	148	133	40	168	108	328	152	8	0	137	(9)	129
8510-7427 71276 MISSED MEALS	0	252	(110)	110	0	0	138	0	0	0	0	0	0
8510-7590-71276 MISSED MEALS	224	59	27	61	0	59	1 133	897	199	691	324	601	496
8510-7620-71276 MISSED MEALS	0	0	0	0	0	0	94	0	25	25	0	0	36
8510-7590-71276 MISSED MEALS	0	0	37	83	22	0	0	0	0	0	27	(3)	0
8510-7630-71276 MISSED MEALS	25	208	253	236	251	76	61	725	(79)	454	121	203	8
8510-7631 71276 MISSED MEALS	(33)	250	119	123	371	130	120	389	301	374	48	607	28
8510-7650-71276 MISSED MEALS	0	76	249	17	60	153	41	71	112	(44)	0	0	84
8510-7670-71276 MISSED MEALS	178	70	22	(33)	133	98	61	61	69	147	656	70	99
8510-7650-71276 MISSED MEALS	31	70	67	158	52	247	(10)	125	42	51	0	0	77
8510-7691 71276 MISSED MEALS	0	0	0	0	0	0	59	(21)	0	0	43	(9)	0
8510-7710-71276 MISSED MEALS	0	0	0	30	0	80	85	0	0	0	0	0	0
8510-7740-71276 MISSED MEALS	93	0	0	0	0	0	0	0	0	0	0	481	0
8510-7760-71276 MISSED MEALS	125	39	777	(44)	322	559	642	227	207	1,572	823	876	1,084
10-7571-71276 MISSED MEALS	0	34	0	0	0	0	0	0	39	0	0	0	0
70-71276 MISSED MEALS	0	0	0	0	0	25	(7)	0	0	30	0	0	0
10-71276 MISSED MEALS	0	0	0	0	0	0	0	0	0	0	0	0	17
70-71276 MISSED MEALS	1,986	1,578	1,481	2,411	2,064	1,728	2,122	1,882	1,801	2,241	2,387	2,599	1,887
10-71276 MISSED MEALS	0	0	0	0	20	0	0	242	97	91	0	42	0
10-8535-71276 MISSED MEALS	0	0	17	0	0	0	0	0	0	0	0	0	0
8510-8550-71276 MISSED MEALS	0	0	0	0	0	0	0	0	0	0	0	0	167
8510-8720-71276 MISSED MEALS	668	168	348	(9)	33	64	307	1 179	(200)	159	63	174	(48)
8510-8763-71276 MISSED MEALS	23	0	23	0	0	0	0	0	0	0	0	0	0
Total: 71276 Missed Meals	4 858	5,125	7,603	3,367	5,427	5,454	16,533	72,052	(1,320)	18,249	9,817	8,752	6,094
71277 IT Application Training													
8510-6010-71277 IT Application Training	0	0	0	0	0	0	0	0	0	0	0	991	(253)
8510-6011 71277 IT Application Training	0	0	0	0	0	0	0	0	0	0	0	730	0
8510-7600-71277 IT Application Training	0	0	104	0	0	0	0	0	0	0	0	0	0
8510-8720-71277 IT Application Training	0	0	0	0	0	243	0	0	0	0	0	0	0
8510-8925-71277 IT Application Training	0	0	0	0	0	0	0	0	1,752	(527)	242	1,218	1,252
Total: 71277 IT Application Training	0	0	104	0	0	243	0	0	1,752	(527)	242	2,939	999
71350 Severance Pay													
8510-6440-71350 Severance Pay	0	0	0	0	0	0	0	0	0	8,729	13,458	13,458	10,093
8510-7652 71350 Severance Pay	0	0	0	0	0	0	0	0	0	8,815	17,630	17,630	123,413
8510-8630-71350 Severance Pay	0	0	0	0	0	0	0	0	15,925	25,385	16,923	16,923	33,845
8510-8752 71350 Severance Pay	0	0	0	0	0	0	0	0	0	15 450	15,450	15 450	3,862
Total: 71350 Severance Pay	0	0	0	0	0	0	0	0	15,925	58,379	63,461	63,461	171,213
Total Non- Productive Salaries	**1,218,924**	**1,317,819**	**1,206,999**	**1,182,547**	**1,114,507**	**1,249,981**	**1,357,710**	**1,434,947**	**988,004**	**1,544,963**	**1,239,978**	**1,331,938**	**1,421,312**
Total - Salaries & Wages	**6,729,017**	**6,724,857**	**6,848,072**	**6,777,492**	**6,887,388**	**6,832,271**	**7,725,944**	**7,962,880**	**6,802,058**	**8,028,194**	**7,471,414**	**7,548,443**	**6,880,810**
Registry:													
72500 Registry Nursing Personnel													
8510-6010-72500 Registry Nursing Personnel	131,450	91,630	86 169	108,097	120,625	7,697	57,288	33,312	153,735	247,520	173,017	97,901	102,697
8510-6011-72500 Registry Nursing Personnel	0	1,206	0	387	969	0 123	0	2,570	0	0	0	0	0
8510-6151-72500 Registry Nursing Personnel	137,862	92,247	83,664	97 432	76,611	(6,827)	118,969	106,988	174,289	204,869	151,656	(16,559)	38,141
8510-6170-72500 Registry Nursing Personnel	159,152	152,900	120,975	141 481	13,094	(39,738)	65,736	45,208	84,979	137,673	98,873	51,283	58,957
8510-6171 72500 Registry Nursing Personnel	37,913	50,348	44 486	51,284	19,833	(5,373)	71,780	65,781	(434)	92,804	42,629	21,818	36,601
8510-6172 72500 Registry Nursing Personnel	1 185	0	0	348	(70)	(276)	8,212	10,053	8,094	9,555	23,011	9,770	(321)
8510-6173-72500 Registry Nursing Personnel	12,430	43,733	11,005	25 477	13,891	(4,585)	12 423	5,678	13,797	29,329	18,367	(3,300)	7,262
8510-6440-72500 Registry Nursing Personnel	17 113	13,014	28 405	17,918	27,291	8,572	7,840	13,043	5,864	17,771	34,435	22 445	8,708
8510-6580-72500 Registry Nursing Personnel	0	2,215	2,330	1,356	764	697	0	5,039	0	0	2,083	940	0
8510-7010-72500 Registry Nursing Personnel	59,032	44,762	43,724	54,888	31,033	12,011	34,863	29,564	50,547	83 147	65,792	59,050	59,574
8510-7230-72500 Registry Nursing Personnel	1,052	1,865	10 401	3,925	20 113	7,293	0	(1,810)	0	0	0	4,309	(3,359)
8510-7427-72500 Registry Nursing Personnel	58,182	29 491	40,982	46,544	42,475	2,236	43,769	50 425	47,400	70,830	58,014	44 454	56,735
8510-7600-72500 Registry Nursing Personnel	0	0	13,727	4,604	(939)	(3,765)	0	0	0	0	0	0	0
8510-7570-72500 Registry Nursing Personnel	1,700	593	0	8,988	24,630	18,557	8,940	15 429	(794)	0	1,200	0	916
8510-7590-72500 Registry Nursing Personnel	0	344	0	103	(21)	(62)	0	0	0	0	525	0	0
8510-7670-72500 Registry Nursing Personnel	0	0	0	0	0	18,486	0	(18,486)	0	0	0	0	0
8510-8360-72500 Registry Nursing Personnel	0	0	0	13,604	(2,781)	(11 124)	0	0	0	0	0	0	0
8510-8580-72500 Registry Nursing Personnel	52,745	29,734	29,264	19,882	(3,788)	(15,186)	0	0	0	0	0	0	0
8510-8720-72500 Registry Nursing Personnel	0	0	0	0	0	0	0	0	0	262	655	0	0
8510-8761 72500 Registry Nursing Personnel	19,910	9,708	13,111	15,373	16,855	2,691	0	(4,019)	0	0	0	0	0
Total: 72500 Registry Nursing Personnel	649,355	569,230	545,750	618,993	402,243	(12,455)	429,473	351 007	542,621	854,052	667,174	382,815	377,266
72505 Registry-LVN													
8510-6170-72505 Registry-LVN	727	1	462	522	(72)	636	0	(524)	0	1 172	0	0	0
8510-6171-72505 Registry-LVN	338	0	0	71	(14)	(57)	0	0	0	0	0	0	0
8510-6580-72505 Registry-LVN	1,356	0	462	358	(76)	151	0	(462)	0	0	462	924	(462)
8510-7670-72505 Registry-LVN	0	0	0	0	932	932	0	(932)	0	0	0	0	0
8510-7952 72505 Registry-LVN	5,395	4,814	4,184	4,620	2,061	5,535	4,712	5,851	6,390	1,938	5,005	0	(2,642)
Total: 72505 Registry-LVN	7,807	4,815	5,028	5,101	2,839	7,348	4,712	3,883	6,390	3,110	5,467	924	(3,104)
72515 Registry-CNA-Orderlies													
8510-6010-72515 Registry-CNA-Orderlies	220	320	593	221	274	374	0	477	3,345	(240)	876	799	1,435
8510-6151 72515 Registry-CNA-Orderlies	9 480	8,628	8,545	9,622	12,525	13,545	11,060	21,525	3,606	7,574	8,365	3,761	6,294
170-72515 Registry-CNA-Orderlies	9,095	8,070	13,962	12,466	8,107	10,007	11,056	15,833	19,573	8,931	25 166	8,663	11,313
71-72515 Registry-CNA-Orderlies	6,266	4,747	4,535	8,028	3,662	4,117	7,752	9 115	12,373	882	8,088	7,057	8,054
72 72515 Registry-CNA-Orderlies	152	352	1	106	(21)	248	1,022	1,060	708	0	2,556	696	2,808
73-72515 Registry-CNA-Orderlies	2,843	2,849	2,911	2,227	132	972	2,259	(453)	1,228	350	1,896	(221)	1,042
7-72515 Registry-CNA-Orderlies	4 176	1,333	3,183	2,774	3,143	3,720	5,345	3,291	1,545	1,105	4,118	7,521	2,048
8510-6550-72515 Registry-CNA-Orderlies	15,504	1,020	4,069	5,253	4,972	4 420	7,558	10,186	3,578	(3,549)	3,800	132	530
8510-7230-72515 Registry-CNA-Orderlies	0	0	3,343	1 737	5,270	8,041	3,873	5,050	9,589	(452)	7 457	20,710	(14,279)
8510-7550-72515 Registry-CNA-Orderlies	0	0	0	0	0	0	0	0	0	0	0	715	0

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Total: 72516 Registry-CNA-Orderlies	50,840	24,030	37,172	43,374	39,044	42,547	53,068	55,315	50,843	14,724	50,331	50,654	17,257
72100 Medical-Therapists & Other													
8510-7101 72100 Medical-Therapists & Other	0	0	3,000	3,035	7,658	4,637	575	(2,776)	0	7,226	(1,900)	0	0
8510-7500-72100 Medical-Therapists & Other	22,149	109,598	43,658	59,868	47,974	8,332	30,552	34,553	14,755	(5,308)	13,547	3,726	29,529
8510-7570-72100 Medical-Therapists & Other	615	1,843	1,232	676	4,315	1,206	0	674	615	1,232	0	0	3,612
8510-7580-72100 Medical-Therapists & Other	435	344	0	188	(37)	(148)	0	0	0	0	1,560	2,494	3,397
8510-7670-72100 Medical-Therapists & Other	0	8,574	7,380	3,069	(134)	12,326	4,260	(2,240)	8,520	3,585	7,816	0	0
8510-7720-72100 Medical-Therapists & Other	10,852	28,190	1	8,786	17,889	2,765	11,277	49,252	37,981	32,218	40,579	24,804	13,410
8510-7971 72100 Medical-Therapists & Other	6,040	2,880	960	2,104	630	2,157	2,400	960	480	600	(1,000)	0	0
8510-8300-72100 Medical-Therapists & Other	0	5,665	(10,335)	15,627	(333)	2,232	0	(6,942)	0	0	0	0	0
8510-8305-72100 Medical-Therapists & Other	0	10,522	8,478	4,452	13,454	(15,666)	0	(4,602)	0	0	0	0	8,048
Total: 72100 Medical-Therapists & Other	39,135	172,603	42,373	97,443	90,321	17,845	49,165	80,784	89,392	38,468	82,881	31,124	81,264
Total Registry Labor	**747,236**	**770,527**	**630,323**	**788,881**	**530,437**	**56,389**	**535,416**	**620,669**	**629,618**	**1,010,365**	**794,653**	**345,516**	**452,748**
Contract Labor													
72522 Otr Critcl Sore-Temp Staffmc													
8510-8181 72522 Otr Critcl Sore-Temp Staffmc	82,547	9,200	0	0	0	0	0	0	0	0	0	0	0
8510-8170 72522 Otr Critcl Sore-Temp Staffmc	985,003	9,200	0	0	0	0	0	0	0	0	0	0	0
8510-7421 72522 Otr Critcl Sore-Temp Staffmc	7,255	2,504	7,257	(1,954)	4,182	8,831	4,369	7,504	6,000	6,365	5,759	5,000	5,000
8510-7427 72522 Otr Critcl Sore-Temp Staffmc	0	1,572	(1,572)	0	0	0	0	0	0	0	0	0	0
8510-7500 72522 Otr Critcl Sore-Temp Staffmc	(7 130)	22,114	(37,581)	0	0	0	0	0	0	0	0	0	0
8510-7570 72522 Otr Critcl Sore-Temp Staffmc	0	0	0	757	0	9,095	0	0	0	0	0	0	0
8510-7580 72522 Otr Critcl Sore-Temp Staffmc	344	(344)	0	0	0	0	0	0	0	0	0	0	0
8510-7652 72522 Otr Critcl Sore-Temp Staffmc	9,524	3,576	6,810	7,955	5,305	8,389	7,290	3,943	6,393	6,822	6,943	6,059	7 152
8510-8300 72522 Otr Critcl Sore-Temp Staffmc	33,256	21,881	7,422	(7,902)	2,453	2,529	(4,578)	696	1,392	0	0	0	9,745
8510-8305 72522 Otr Critcl Sore-Temp Staffmc	89,576	(26,302)	17,021	7,866	0	29,038	11,832	23,435	13,000	18,146	10,400	14,800	14,800
8510-8310 72522 Otr Critcl Sore-Temp Staffmc	0	10	3,200	0	5,325	41,950	(8,013)	0	0	0	0	0	0
8510-8320 72522 Otr Critcl Sore-Temp Staffmc	2,768	(2,578)	(2,007)	0	0	15,634	13,006	3,600	13,266	8,000	9,600	8,000	16,525
8510-8710 72522 Otr Critcl Sore-Temp Staffmc	(22,912)	0	0	0	43,805	0	0	0	35,139	4,400	4,400	4,400	12,119
8510-8761 72522 Otr Critcl Sore-Temp Staffmc	499	0	(499)	0	0	0	0	0	0	0	0	0	0
8510-8762 72522 Otr Critcl Sore-Temp Staffmc	(15,600)	0	0	0	0	0	0	0	0	0	0	0	0
8510-8763 72522 Otr Critcl Sore-Temp Staffmc	0	1,400	0	0	0	0	0	0	0	0	0	0	0
Total: 72522 Otr Critcl Sore-Temp Staffmc	312,366	42,293	168	8,742	60,961	113,407	29,708	41,180	79,372	45,833	37,416	40,759	65,949
Total - Contract Labor	**312,366**	**42,293**	**168**	**8,742**	**60,961**	**113,407**	**29,708**	**41,180**	**79,372**	**45,833**	**37,416**	**40,759**	**65,949**
Benefits & Taxes:													
71000 FICA:													
8510-8010 71000 FICA	39,957	39,666	39,335	39,374	37,894	36,806	39 170	50,886	43,736	49,419	49,399	48,394	41,661
8510-8011 71000 FICA	835	860	911	730	332	0	0	0	0	0	0	0	0
8510-8151 71000 FICA	61,405	57,363	52,923	54,321	53,040	54,607	55,815	57,572	53,504	54,331	59,503	59,324	58,711
8510-8170 71000 FICA	43,257	47 136	45,970	43,695	43,759	45,248	46,358	55,002	43,006	46,964	48,851	43,835	48,100
8510-8171 71000 FICA	25,663	28,151	28,630	23,931	24,522	22,744	21,963	31,578	26,029	29,394	29 125	27,859	27,420
8510-8172 71000 FICA	2,436	3,270	2,510	1,513	2,327	4,363	5,714	6,816	5,186	6,816	6,778	4,968	7,506
8510-8173 71000 FICA	10,278	12,270	11 417	10,259	9,449	8,714	11,045	15,342	11,449	13,736	14,181	14,366	13,570
8510-8440 71000 FICA	14,802	17,708	16,083	15,543	15,637	14,600	14,032	20,363	15,636	17,405	16,041	16,919	16,923
8510-8580 71000 FICA	15,574	15 441	13,816	14,310	12,573	14,034	12,541	18,308	12,696	15,023	14,206	14 479	8,522
8510-7010 71000 FICA	23,329	23,230	24,365	23,606	23,772	21,695	23 183	29,006	25,315	24,977	24,411	24,718	25,811
8510-7071 71000 FICA	6,121	6,042	6,003	5,361	6,383	5 188	5,474	7,215	6,178	6,221	6,422	6,440	6,459
8510-7076 71000 FICA	1,005	1 478	898	1,112	1,126	1 144	1 169	1,089	1,131	1 124	1,188	1,215	1 026
8510-7092 71000 FICA	1,652	1 756	1,850	2,317	2,184	2,173	2,251	1,918	1,908	2,103	2,052	2,129	2,016
8510-7094 71000 FICA	0	0	0	0	0	0	0	0	0	0	0	0	129
8510-7095 71000 FICA	1,403	1,439	1,490	1,554	1 706	977	979	1,590	1,357	1,540	1,388	1,588	1,526
8510-7096 71000 FICA	7 794	6,188	8,391	3,104	2,027	2,586	1,009	7,322	6,692	6,379	8,059	8,253	6,696
8510-7097 71000 FICA	621	839	653	637	648	630	650	629	617	676	656	676	651
8510-7181 71000 FICA	5,263	5,934	4,123	4,252	4,376	4,764	2,883	6,848	6,278	5,036	6,610	6,768	6,582
8510-7183 71000 FICA	354	0	0	0	0	0	0	0	0	0	0	0	0
8510-7230 71000 FICA	10,232	11,167	11,328	12,441	12,276	10,650	12,214	12,658	11,226	13,560	12,004	13,510	12,989
7420-71000 FICA	25,023	24,757	22,714	23,200	23,076	26,833	24,166	31,728	24,662	29,757	27,055	30,762	27,991
421-71000 FICA	5,353	5,695	5,876	5,104	6,000	5,767	5,594	6,728	5,410	6,915	6,822	6,234	6,851
427-71000 FICA	4,978	4,829	4,466	4,921	5,830	3,013	2,477	7,029	5,485	6,153	4,757	6,030	5,238
7600-71000 FICA	19,727	19,499	21,576	19,204	20,032	18,293	17 150	25,172	20,652	23,268	22,952	22,944	21,535
10-7520-71000 FICA	1,268	1,821	1,457	1 425	1,330	1,609	1,300	1 491	1,297	1,407	1 407	1,410	1,378
8510-7570-71000 FICA	12,585	12,238	9 617	9,813	8,811	7,958	9,688	13,402	14,230	17,551	16,259	16,066	14,817
8510-7580-71000 FICA	3,845	3,850	3,752	3,699	3,830	4,443	3,823	4,012	3,884	4,187	3,953	4,172	3,909
8510-7630-71000 FICA	8,743	8,921	9,085	8,376	8,876	6,406	5,413	10 181	8,093	9,343	9,417	9,458	8,849
8510-7631-71000 FICA	7,925	7,846	7 160	6,308	6,190	2,832	2,243	9,002	6,378	7,360	7,028	8,295	7,139
8510-7650-71000 FICA	2,222	2,943	1,766	533	453	520	665	3,400	2,293	2,837	2,625	2,656	2,693
8510-7660-71000 FICA	1,012	1,765	2,052	1,634	1,058	1,279	430	2,041	1 713	2,104	2,078	2,172	2,001
8510-7670-71000 FICA	1 600	1,845	1 710	1,668	1,912	1,944	1,362	2,255	1,890	2,407	2,754	2,661	2,418
8510-7680-71000 FICA	2,777	3,185	3,715	3,335	3,381	3,719	4,230	5,694	3,183	3,373	3,472	3,694	3,441
8510-7681-71000 FICA	1,241	1,321	1,253	1,212	1 192	1,378	1,295	1,352	1,183	1,284	1,291	1,348	1,264
8510-7683-71000 FICA	900	976	1,001	895	989	999	1 050	1 184	983	1,099	1,080	1,114	1,093
8510-7710-71000 FICA	16,233	17,998	19,660	19,660	13,617	12,552	13,022	20,237	16,371	18,241	18,060	19,005	13,015
8510-7720-71000 FICA	12,534	11,842	12,550	13,741	12,519	14,868	14,024	18,226	16,000	15,720	14,527	13,284	15,532
8510-7760-71000 FICA	11,605	10,876	12,398	8,858	8,983	7,858	7,329	13,718	11,912	17,490	11,858	11,661	12,428
8510-7750-71000 FICA	4,248	3,948	5,192	4,030	3,317	1,110	1,561	5,941	4,895	5,521	4,958	5,091	5,211
8510-7652 71000 FICA	13,774	13,917	13,020	10,536	10,833	11,845	11,899	15,379	14,081	17,574	14,560	14,525	14,257
8510-7625-71000 FICA	4,975	5,187	5,939	4,671	4,632	4,523	4,131	4,145	4,268	4,515	5,721	6,099	5,865
8510-7621 71000 FICA	434	494	400	426	352	495	453	565	453	520	525	553	529
8510-8215-71000 FICA	3,818	3,397	3,818	3,323	3,085	2,741	1,767	3,119	2,819	2,818	2,956	2,936	2,323
8510-8360-71000 FICA	670	2,049	2,000	1,859	1,857	1,866	1,690	1,857	1,770	2,017	1,943	1,893	1,973
8510-8370-71000 FICA	1,124	1,268	1,130	1,128	1,249	1,293	1,068	1,574	1,377	1 617	1 404	1,727	1,571
8510-8380-71000 FICA	4,760	5,055	5,280	4,935	5,250	7,104	5,545	7,257	5,877	6,941	6,913	6,945	5,876
8510-8420-71000 FICA	3,295	3,353	3,277	3,426	3,540	3,765	3,561	3,617	3,522	3,815	3,698	4,059	3,850
8510-8455-71000 FICA	0	0	0	0	0	0	0	1,491	1 408	1,458	1 476	1 812	1,423
8510-8470-71000 FICA	2,343	2,453	2,300	2,478	2,500	2,601	2,356	2,325	2,425	2,350	2,374	2,594	2,183
8510-8510-71000 FICA	2,524	2,520	2,722	1,947	1,720	2,264	1,540	3,523	2,427	2,542	549	691	549
8510-8530-71000 FICA	4,552	931	1,210	341	0	0	0	0	0	0	0	0	0
8510-8550-71000 FICA	6,834	6,855	6,474	6,427	6,451	7,321	7,265	8,211	6,697	7,313	7,010	7,235	7,475
8510-8570-71000 FICA	1 113	1,054	1,039	1,005	998	1,001	1 154	1,311	1,181	1,217	1,274	1,270	1,292
8510-8606-71000 FICA	0	0	0	1,181	0	0	0	0	0	777	1 110	1 143	951
8510-8610-71000 FICA	3,055	2,855	2,576	2,440	2,525	8,187	8,392	13,399	6,257	8,413	7,575	5,929	5,510
8510-8614-71000 FICA	484	600	520	459	515	492	515	516	428	516	459	516	486
8510-8630-71000 FICA	1,622	1,391	2,855	2,007	2,163	2,099	2,188	1,554	2,435	2,273	2,200	2,276	2,208
8510-8635-71000 FICA	444	449	472	454	470	451	487	500	469	470	438	791	1,481
8510-8650-71000 FICA	3,594	2,557	2,708	2,451	1,484	1,422	1,488	2,900	2,261	2,715	2,570	2,709	3,422
8510-8660-71000 FICA	693	726	734	704	728	704	728	725	655	728	702	725	702
8510-8668-71000 FICA	6	(7)	6	(7)	0	0	0	1	0	0	0	1	0
8510-8710-71000 FICA	2,276	1,833	1,773	1,657	1,765	1,680	1 783	2,294	1,865	2,041	1,968	2,001	1 694
8510-8720-71000 FICA	9,835	11,912	10,686	8,000	7,984	7,768	7,573	12,801	8,545	10,378	9,728	9 779	8,656
8510-8761 71000 FICA	13,376	11,702	11,723	13,496	13,008	13,340	11,457	19 494	14,953	18,494	16,751	20,032	15,336
8510-8762 71000 FICA	4,232	3,877	3,035	3,695	4,467	4,177	2,838	5,042	4,059	4,470	4,447	4,864	3,905
8510-8763-71000 FICA	1,068	1,021	1,440	2,009	1,604	1,178	1,210	2,212	1,849	2,009	1,944	2,029	2,208
8510-8764-71000 FICA	177	0	0	171	965	914	943	941	850	942	911	942	1,097
8510-8881-71000 FICA	0	0	0	0	0	0	0	(15 417)	0	0	0	0	0
8510-8553-71000 FICA	381	394	409	393	406	393	406	406	393	407	394	407	394
Total: 71000 FICA	504,690	514,953	505,462	475,797	466,040	462,899	462,917	623,339	514,352	591,983	564,973	564,677	542,602
71100 SUI FUI:													
8510-8551 71100 SUI FUI	34,853	4,800	44 494	8,200	8,200	17 100	10 430	10,800	10 400	4,100	8,045	(8,000)	7 700
Total: 71100 SUI FUI	34,853	4,800	44,494	8,200	8,200	17,100	10,430	10,800	10,400	4,100	8,045	(8,000)	7,700
71101 SUI RIF:													
8510-8551 71101 Unemployment - RIF	(35,252)	8,411	(60,220)	0	0	0	0	0	0	0	0	0	0
Total: 71101 SUI RIF	(35,252)	8,411	(60,220)	0	0	0	0	0	0	0	0	0	0
71300 Group Health Insurance													
8510-8650-71300 Group Health Insurance	7,555	8,043	7,358	7,525	8,275	8,065	8,332	7,300	7,105	7,571	7,400	7,553	7,555
8510-8551-71300 Group Health Insurance	200,503	243,669	241,212	240,040	243,429	252,291	251 125	(75,915)	(52,111)	(58,432)	(70,110)	(55,991)	(76,004)
Total: 71300 Group Health Insurance	208,058	251,692	248,569	247,569	248,704	260,356	259,457	(68,425)	(52,943)	(50,861)	(62,710)	(59,439)	(68,439)
71305 Group Health Self Insured:													
8510-8551 71305 Group Health Self Insured	358,024	356,521	357,535	360 974	379,625	450,039	551,424	627,524	900,000	601,550	572,613	656,852	1,043,097
Total: 71305 Group Health Self Insured	358,024	356,521	357,535	360,974	379,625	450,039	551,424	627,524	900,000	601,550	572,613	656,852	1,043,097
oup Health Insured:													
1 71310 Group Health Insured	101,270	(28,500)	59,356	47,001	93,358	83,739	80,321	121,647	124,007	143,559	138,776	65,633	114,406
Total: 71310 Group Health Insured	101,270	(28,500)	59,356	47,001	93,358	83,739	80,321	121,647	124,007	143,559	138,776	65,633	114,406
71320 Group Health Vision:													

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8510-8881-71320 Group Health Vision	23,923	11,995	9 577	9,591	13,147	10,265	13,992	11,911	10,868	7,230	19,419	10,847	(400)
Total: 71320 Group Health Vision	23,923	11,995	9 577	9,591	13,147	10,265	13,992	11,911	10,868	7,230	19,419	10,847	(400)
71350 Dental Insured:													
8510-8881 71350 Dental Insured	51,269	54,431	71,577	(25,389)	(15,468)	(16,977)	(15,306)	(17,602)	(17,430)	(28,051)	(11,207)	(20,667)	(20,679)
Total: 71350 Dental Insured	51,269	54,431	71,577	(25,389)	(15,468)	(16,977)	(15,306)	(17,602)	(17,430)	(28,051)	(11,207)	(20,667)	(20,679)
71351 Dental Insured ISNR:													
8510-8881 71351 ISNR Dental	(49,581)	(52,992)	432	52,960	52,402	51,773	53,089	53,980	53,927	53,357	53,484	88,948	72,376
Total: 71351 Dental Insured ISNR	(49,581)	(52,992)	432	52,960	52,402	51,773	53,089	53,980	53,927	53,357	53,484	88,948	72,376
71360 Medical Bof-Contract:													
8510-8881 71360 Medical Bof-Contract	(5,998)	(5,998)	(6,032)	(8 866)	(6,837)	(5,928)	(6,023)	(4,379)	(4,312)	(5,940)	(3,918)	(3,826)	(3,869)
Total: 71360 Medical Bof-Contract	(5,998)	(5,998)	(6,032)	(8,866)	(6,837)	(5,928)	(6,023)	(4,379)	(4,312)	(5,940)	(3,918)	(3,826)	(3,869)
71375 Life AD&D Bof-Contract:													
8510-8881 71375 Life AD&D Bof-Contract	11,992	11,947	2,746	2,764	1,113	1 071	1,089	1,159	1,153	208	1 137	1,087	1,139
Total: 71375 Life AD&D Bof-Contract	11,992	11,947	2,746	2,764	1,113	1,071	1,089	1,159	1,153	208	1,137	1,087	1,139
71400 Group Life Insurance:													
8510-8881-71400 Group Life Insurance	958	1,762	10,609	1,379	10,793	10,545	10,822	11,989	12,182	2,941	11,360	9,206	11,273
Total: 71400 Group Life Insurance	958	1,762	10,609	1,379	10,793	10,545	10,822	11,989	12,182	2,941	11,360	9,206	11,273
71505 Retirement:													
8510-8881-71505 Retirement	321,600	143,417	143,417	143,417	143,417	143,417	143,417	143,417	143,417	143,417	143,417	143,417	143,417
Total: 71505 Retirement	321,600	143,417	143,417	143,417	143,417	143,417	143,417	143,417	143,417	143,417	143,417	143,417	143,417
71515 403B Employer Match:													
8510-8881 71515 403B Employer Match	41 473	44,036	41,916	40,226	37,600	49,550	44,727	44,385	42,660	47,579	45,023	46,318	66,279
Total: 71515 403B Employer Match	41,473	44,036	41,916	40,226	37,600	49,550	44,727	44,385	42,660	47,579	45,023	46,318	66,279
71516 Retirement Plan 401 A:													
8510-8881-71516 Verity Retirement Plan 401 A	3,765	69,691	62,661	68,939	63,568	72,491	69,903	81,690	67,694	78,731	74,500	76,630	100,025
Total: 71516 Retirement Plan - 401 A	3,765	69,691	62,661	68,939	63,568	72,491	69,903	81,690	67,694	78,731	74,500	76,630	100,025
71720 Fringe Benefits:													
8510-8881 71720 Fringe Benefits	0	0	0	0	0	0	2,600	0	2,035	330	257	266	257
Total: 71720 Fringe Benefits	0	0	0	0	0	0	2,600	0	2,035	330	257	266	257
71800 Workers Compensation Insurance:													
8510-8881-71800 Workers Compensation Insurance	63,348	44,666	44,666	44,666	44,666	44,666	44,666	44,666	44,666	44,666	44,666	44,666	44,666
Total: 71800 Workers Compensation Insurance	63,348	44,666	44,666	44,666	44,666	44,666	44,666	44,666	44,666	44,666	44,666	44,666	44,666
71801 WC TPA & Other:													
8510-8881-71801 WC TPA & Other	0	19,691	19,691	19,691	19,691	19,691	19,691	19,338	19,338	19,283	19,743	19,319	19,319
Total: 71801 WC TPA & Other	0	19,691	19,691	19,691	19,691	19,691	19,691	19,338	19,338	19,283	19,743	19,319	19,319
71810 LTD:													
8510-8881 71810 LTD	9,050	11,578	8,970	8,991	10,211	12,497	10,455	8,768	14,383	9,333	11,095	11,785	11,839
Total: 71810 LTD	9,050	11,578	8,970	8,991	10,211	12,497	10,455	8,768	14,383	9,333	11,095	11,785	11,839
71900 Other Employee Benefits (Non-Payroll):													
91 71900 Other Employee Benefits (Non-P	50,339	(52,479)	0	10,544	0	0	0	0	(93)	(7,600)	4,793	(5,174)	(175,379)
Total: 71900 Other Employee Benefits (Non-Payroll)	50,339	(52,479)	0	10,544	0	0	0	0	(93)	(7,600)	4,793	(5,174)	(175,379)
0 EAP													
8510-8550-71910 EAP	0	4,027	2,029	2,032	2,043	2,058	2,065	2,100	2,222	2,130	2,130	2,143	2,130
Total: 71910 EAP	0	4,027	2,029	2,032	2,043	2,058	2,065	2,100	2,222	2,130	2,130	2,143	2,130
71930 Ed & Reimbursmt:													
8510-8880-71930 Ed & Reimbursmt	(11,824)	3,207	(1,259)	0	1,457	(257)	0	0	1,200	1,543	1,371	(171)	0
8510-8881-71930 Ed & Reimbursmt	16,640	2,815	2,815	2,815	0	5,631	2,815	0	7,154	3,577	3,577	3,577	3,577
Total: 71930 Ed & Reimbursmt	4,815	6,022	1,551	2,815	1,457	5,374	2,815	0	8,354	5,120	4,948	3,405	3,577
71970 ACMD Incentive Transit Subsidy:													
8510-8880-71970 ACMD INCENTIVETRANSIT SUBSIDY	(5,608)	8,365	5,765	498	4 480	3,042	3,282	11,026	2,364	532	4,013	2,586	3,372
8510-8881 71970 ACMD INCENTIVETRANSIT SUBSIDY	10,059	0	0	0	0	0	0	0	0	0	0	0	0
Total: 71970 ACMD Incentive Transit Subsidy	4,251	8,365	5,765	498	4,480	3,042	3,282	11,026	2,364	532	4,013	2,586	3,372
Total - Taxes & Benefits	**1,703,111**	**1,389,226**	**1,606,808**	**1,525,949**	**1,589,915**	**1,589,559**	**1,915,622**	**1,936,932**	**1,909,337**	**1,636,001**	**1,947,666**	**1,651,340**	**1,823,426**
Total - Labor Costs	**8,491,731**	**8,927,009**	**9,082,358**	**9,076,764**	**8,037,788**	**8,740,625**	**10,106,891**	**10,491,462**	**9,420,383**	**10,720,193**	**10,281,149**	**8,536,058**	**9,022,733**
Medical Fees:													
72011 Medical Physicians Administrat:													
8510-8010-72011 Medical-Physicians Administrat	5,833	5,833	5 833	5,866	2,791	5,300	5,833	5,833	5,833	5,833	0	(9 300)	0
8510-8080-72011 Medical-Physicians Administrat	(300)	500	625	1,066	625	575	575	788	1,200	575	3,600	1,100	1,600
8510-7010-72011 Medical-Physicians Administrat	(3,750)	0	0	2,000	0	0	5,000	2,000	2,000	2,000	2,000	2,000	2,000
8510-7071-72011 Medical-Physicians Administrat	48,000	48,285	36,769	36,769	34,010	19,634	25,917	25,900	25,900	25,900	25,900	19,200	25,900
8510-7079-72011 Medical-Physicians Administrat	0	0	0	0	0	0	45,000	(45,000)	0	0	0	0	0
8510-7092-72011 Medical-Physicians Administrat	0	0	0	0	0	0	0	0	0	0	0	0	10,071
8510-7095-72011 Medical-Physicians Administrat	6,667	6,733	6,633	6,667	6,667	5,067	6,667	6,667	6,667	6,667	7,067	6,667	6,667
8510-7191 72011 Medical-Physicians Administrat	(2,856)	4,701	2,701	2,701	9,293	99 418	2,344	1 701	7,500	7,702	13,254	1,701	19,739
8510-7420-72011 Medical-Physicians Administrat	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
8510-7520-72011 Medical-Physicians Administrat	3,065	8,000	2,065	3,065	3,065	3,065	3,065	3,065	3,132	3,000	3,065	3,065	3,132
8510-7570-72011 Medical-Physicians Administrat	7,500	7,500	11,500	3,500	15,000	15,000	(7,500)	60,000	15,000	15,000	15,000	15,000	15,000
8510-7630-72011 Medical-Physicians Administrat	8,625	8,000	8,600	8,600	8,600	8,676	8,650	8,650	8,650	8,625	8,600	8,600	8,700
8510-7680-72011 Medical-Physicians Administrat	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	0
8510-7725-72011 Medical-Physicians Administrat	0	1,800	300	300	300	0	0	(2,400)	0	0	0	0	0
8510-7952 72011 Medical-Physicians Administrat	33,333	33,300	33,333	33,333	33,333	33,333	33,333	33,333	33,957	33,999	33,333	33,333	33,333
8510-8761-72011 Medical-Physicians Administrat	(9,667)	7,800	10,800	15,800	10,800	12,800	10,800	(7,200)	4,200	(17,800)	0	0	0
8510-8785-72011 Medical-Physicians Administrat	1,815	1,800	1,815	1,815	1,815	1,815	1,815	1,815	1,816	1,815	1,815	1,815	1,815
Total: 72011 Medical-Physicians Administrat	106,354	140,997	134,237	130,455	139,151	133,364	156,450	108,602	126,154	125,936	126,485	96,432	144,126
72031 Medical-Phys Call Pd Cov:													
8510-7010-72031 Medical-Phys Call Pd Cov	153,000	217 670	206,000	208,500	212,100	193,000	198 700	201,265	197,700	225,000	202,350	233,800	221,758
8510-7420-72031 Medical-Phys Call Pd Cov	107 165	106,669	107 167	107 167	106,667	107,167	100,667	15,167	107,167	91,667	92,117	91,667	91,667
8510-7520-72031 Medical-Phys Call Pd Cov	6,000	6,000	6,000	6,000	6,000	5,700	6,000	6,400	6,000	6,000	6,000	6,000	6,100
8510-7952 72031 Medical-Phys Call Pd Cov	(257)	9,026	17,350	16,650	17,050	20,000	17,050	17,050	26,400	12,050	16,500	17,050	10,500
Total: 72031 Medical-Phys Call Pd Cov	265,908	339,313	336,517	338,317	341 917	325,867	325,417	339,882	337,267	334 717	334,967	348,583	330,025
Total - Medical Fees	**372,272**	**480,310**	**470,754**	**468,801**	**481,068**	**459,121**	**481,868**	**448,484**	**463,421**	**460,653**	**461,452**	**447,015**	**476,188**
Supplies:													
73100 Prosthesis:													
8510-8551 73100 Prosthesis	0	0	0	0	0	66	0	0	0	0	0	0	0
8510-7505-73100 Prosthesis	(2,512)	0	0	0	0	0	0	0	0	0	0	0	0
8510-7420-73100 Prosthesis	210,389	255,717	303,251	260,160	302,456	358,679	351,209	258,584	253,215	233,234	159,115	301,758	206,992
8510-7421 73100 Prosthesis	67,448	38,859	37,943	61,464	28,081	60,521	69,084	59,125	35,909	63,388	34 141	(50,752)	17,777
8510-7422 73100 Prosthesis	0	0	0	0	0	0	0	0	700	0	0	0	0
8510-7500-73100 Prosthesis	183	0	0	0	0	0	0	0	0	0	0	0	0
8510-7505-73100 Prosthesis	0	0	0	0	0	14,195	1,870	807	0	0	0	0	0
8510-7520-73100 Prosthesis	3,018	0	5,715	400	0	0	0	1,800	4,054	773	4,041	1,545	0
8510-7760-73100 Prosthesis	0	0	0	698	0	0	0	650	0	0	0	0	0
10-8380-73100 Prosthesis	52	0	0	0	0	0	3,065	0	0	0	0	0	0
Total: 73100 Prosthesis	317,889	307,276	406,912	322,720	327,538	433,453	442,841	318,576	293,877	297,394	197,297	252,531	223,769
corrections:													
10-7420-73101 Pacemakers	0	3,520	696	9,006	5,955	6,527	4,348	1 680	0	466	840	5,710	(904)
8510-7500-73101 Pacemakers	70	0	0	0	0	0	0	0	5,211	0	0	0	0
8510-7570-73101 Pacemakers	118,072	137 077	69,852	116,882	135,855	124,174	14,620	150,297	78,346	163,206	89 478	77,662	(5,861)
8510-7632 73101 Pacemakers	0	0	0	0	0	0	0	0	0	0	0	0	10,736

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8510-7570-73101 Pacemakers	0	0	0	0	0	20,250	49	0	0	0	0	0	0
Total: 73101 Pacemakers	118,142	140,697	90,860	125,589	141,620	130,951	19,017	161,997	83,558	153,714	90,315	83,272	3,983
73102 IOL (Lens):													
8510-7420-73102 IOL (Lens)	0	688	1 657	1,041	1,721	469	978	278	0	1,190	0	955	0
Total: 73102 IOL (Lens)	0	588	1,657	1,041	1,721	469	978	278	0	1,190	0	955	0
73103 Spinecare Hardcare:													
8510-7420-73103 Spinecare Hardcare	31,820	45,347	90,549	30,055	78,728	60,388	60,811	13,650	30,800	84,818	17,276	67,023	(16,478)
8510-7421 73103 Spinecare Hardcare	2,658	0	13,068	(60)	30,537	23,385	8,255	25,025	11,270	0	0	0	(24,697)
8510-7570-73103 Spinecare Hardcare	11	0	1,200	1,205	4	0	0	0	0	0	0	1,204	2,413
8510-7630-73103 Spinecare Hardcare	0	0	0	0	0	0	1,519	0	0	0	0	0	0
Total: 73103 Spinecare Hardcare	34,479	45,347	105,817	31,199	109,270	83,773	68,515	40,905	42,070	84,818	17,276	68,227	(40,869)
73104 Knees Total:													
8510-7395-73104 Knees-Total	0	0	0	0	0	0	0	0	0	0	0	0	5,042
8510-7420-73104 Knees-Total	500,600	350 760	313,391	468,423	338,682	292,270	344,295	331 181	388,763	297 650	226,262	353,290	423,573
8510-7600-73104 Knees-Total	4,000	0	0	0	0	0	0	0	0	0	0	0	0
Total: 73104 Knees-Total	504,600	350,760	313,391	468,423	338,682	292,270	344,295	331,181	388,763	297,650	226,262	353,290	428,615
73105 Hips Total:													
8510-7092 73105 Hips-Total	0	0	0	0	0	0	0	0	71	69	67	8	67
8510-7420-73105 Hips-Total	304,370	235,844	110,721	326,207	248,937	133,680	159,745	302,823	150,570	250,848	158,404	203,245	108,118
8510-7421-73105 Hips-Total	0	0	0	0	0	0	1,158	0	0	0	0	0	(1 158)
8510-7600-73105 Hips-Total	843	0	0	0	0	0	0	0	0	0	0	0	0
8510-7670-73105 Hips-Total	0	0	0	0	0	0	0	0	0	0	0	22,024	8,272
Total: 73105 Hips-Total	305,213	235,844	110,721	326,207	248,937	133,680	160,902	302,823	150,741	250,917	158,471	225,278	116,300
73106 Hips-Partial:													
8510-7420-73106 Hips-Partial	0	7,561	0	1,600	17,276	2,697	10,343	0	8,138	2,458	4,000	8,601	4,793
Total: 73106 Hips-Partial	0	7,561	0	1,600	17,276	2,697	10,343	0	8,138	2,458	4,000	8,601	4,793
73107 Hips-Compression:													
8510-7420-73107 Hips-Compression	3,507	3,507	3,507	0	3,507	0	0	0	0	0	0	6,974	0
Total: 73107 Hips-Compression	3,507	3,507	3,507	0	3,507	0	0	0	0	0	0	6,974	0
73108 Valves -Heart:													
8510-7420-73108 Valves -Heart	8,300	0	23,160	15,440	0	7,500	4,700	7,720	12,420	27,740	0	15 440	7,500
Total: 73108 Valves -Heart	8,300	0	23,160	15,440	0	7,500	4,700	7,720	12,420	27,740	0	15,440	7,500
73109 Bone:													
8510-7420-73109 Bone	8,008	3,943	14,859	7 441	20 178	14,822	8,201	8,709	11,893	17,326	1,841	19,027	14,288
8510-7421 73109 Bone	1 150	0	0	0	0	2,300	1,255	0	0	0	0	0	(3,905)
Total: 73108 Bone	9,158	3,943	14,859	7,441	20,178	17,122	9,456	8,709	11,893	17,326	1,841	19,027	10,723
73110 AICD & Leads:													
8510-6151 73110 AICD & Leads	152	0	0	1,550	156	0	(548)	1,728	0	135	0	(324)	0
8510-7420-73110 AICD & Leads	1 650	1,955	7 491	25,997	5,728	17 496	3,800	0	0	0	121	12	(121)
8510-7570-73110 AICD & Leads	117 134	152,637	152,638	140,603	(53,644)	58,642	37,960	61,758	40,056	59,336	126,577	65,661	16 480
Total: 73110 AICD & Leads	118,937	154,593	160,129	167,950	(47,760)	76,140	41 142	63 483	40,056	59,471	126,698	65,888	16,359
73111 Tissue:													
8510-7420-73111 Tissue	20,809	8,498	23,852	19 491	8,002	1,219	29,954	13,818	933	30,021	2,327	6,955	19,291
8510-7421 73111 Tissue	0	357	675	900	10,330	675	225	0	932	0	230	230	0
Total: 73111 Tissue	20,809	8,856	24,527	20,391	18,232	1 894	30,179	13,818	1,455	30,021	2,557	6,785	19,291
-Rings-Angioplasty													
0-7420-73112 Rings-Angioplasty	0	0	0	0	0	0	0	0	0	3,100	0	0	0
8510-7580-73112 Rings-Angioplasty	958	0	0	1,817	0	0	0	2,250	2,250	0	0	0	0
Total: 73112 Rings-Angioplasty	958	0	0	1,817	0	0	0	2,250	2,250	3,100	0	0	0
73113 Pumps-Implantable:													
8510-7420-73113 Pumps-Implantable	0	9,080	9,080	9,080	9,080	9,080	9,080	9,080	9,080	18,002	19,580	19,870	0
Total: 73113 Pumps-Implantable	0	9,080	9,080	9,080	9,080	9,080	9,080	9,080	9,080	18,002	19,580	19,870	0
73114 Neuro Stimulators/ Leads:													
8510-7570-73114 Neuro Stimulators/ Leads	0	0	0	1,650	0	0	0	0	0	2,200	2,222	4,410	0
Total: 73114 Neuro Stimulators/ Leads	0	0	0	1,650	0	0	0	0	0	2,200	2,222	4 410	0
73115 Vascular Grafts:													
8510-7420-73115 Vascular Grafts	2,079	5,124	4,026	11,196	2,139	6,654	22,154	1 150	10,518	2,558	6,123	8,290	3,328
8510-7570-73115 Vascular Grafts	0	0	4 418	0	4,418	22	0	27 154	0	0	0	0	(4,418)
8510-7630-73115 Vascular Grafts	0	0	2,389	3,187	0	0	8,674	0	8,974	3,187	3,392	8,673	3,392
Total: 73115 Vascular Grafts	2,079	5,124	10,833	14,382	6,947	6,676	28,828	28,314	17,892	5,876	9,515	17,183	7,302
73116 Stents:													
8510-7420-73116 Stents	31,760	39,760	24,849	23,681	16,318	2,653	162,602	33,962	13,420	11,206	43,086	72,355	8,047
8510-7570-73116 Stents	2,079	(3,240)	21,431	4,772	11,380	7,837	4,187	25,458	1,826	1,840	592	13,624	(10,227)
8510-7630-73116 Stents	4,423	12,294	25,835	11,026	31,789	13,553	43,844	19,063	38,026	(2,716)	23,221	15,659	22,126
8510-7631-73116 Stents	355	5,610	0	13,329	0	1,575	7,155	17,515	198	5,258	0	0	1,681
8510-7760-73116 Stents	0	0	1 177	2,735	1,578	248	543	4,453	2,385	2,697	3,727	12,719	2,882
Total: 73116 Stents	38,937	55,320	73,293	55,410	61,363	25,867	218,342	100 760	52,853	18,876	75,593	114,238	21,369
73117 Stent DES:													
8510-7570-73117 Stent DES	33,728	19,365	32,532	72,485	43,542	32,617	36,065	26,475	65,075	59,241	104,207	79,803	84,571
8510-7630-73117 Stent DES	0	0	0	2,025	1,495	0	2,015	2,970	0	2,185	0	0	0
8510-7631 73117 Stent DES	0	0	0	1 795	0	0	0	0	0	0	0	0	0
Total: 73117 Stent DES	33,728	19,365	32,532	76,305	45,037	32,617	38,080	29 445	65,075	61,425	104,207	79,803	84,571
73180 Cochlear Implants:													
8510-7420-73180 COCHLEAR IMPLANTS	0	0	136	0	0	0	0	0	0	0	0	0	0
8510-7421 73180 COCHLEAR IMPLANTS	397,650	248,154	432,172	269,280	224,099	337,950	251,492	520,176	401,668	401 772	541,408	359,000	120,129
Total: 73180 Cochlear Implants	397,650	248,154	432,309	269,280	224,099	337,950	251,492	520,176	401,668	401 772	541,408	359,000	120,129
73200 Sutures & Surgical Needles:													
8510-6010-73200 Sutures & Surgical Needles	106	4	0	0	0	0	4	55	0	118	0	0	35
8510-6187 73200 Sutures & Surgical Needles	0	0	0	0	0	0	0	0	0	0	0	0	49
8510-6573-73200 Sutures & Surgical Needles	0	0	0	0	0	0	0	0	0	0	0	0	0
8510-6640-73200 Sutures & Surgical Needles	0	0	6	0	0	0	0	0	0	0	0	0	0
8510-6680-73200 Sutures & Surgical Needles	0	0	0	0	0	0	0	0	0	0	0	0	0
8510-7010-73200 Sutures & Surgical Needles	183	63	782	660	0	0	0	1,295	980	0	0	0	33
8510-7071 73200 Sutures & Surgical Needles	0	0	0	0	102	0	0	0	0	0	0	0	0
8510-7092 73200 Sutures & Surgical Needles	0	0	211	0	0	155	0	55	55	0	0	0	0
8510-7420-73200 Sutures & Surgical Needles	20,573	29,424	11,915	18,179	20 174	15,820	19,844	29 491	28,228	19,731	18,234	30,880	19,019
8510-7421-73200 Sutures & Surgical Needles	9,144	7 105	9,977	7,643	3,006	106	8,282	20,307	9,135	661	1,047	8,450	905
8510-7422 73200 Sutures & Surgical Needles	0	0	0	0	0	0	0	3	0	0	0	(3)	0
8510-7570-73200 Sutures & Surgical Needles	42	155	296	337	172	0	65	49	0	256	425	179	99
8510-7630-73200 Sutures & Surgical Needles	739	1,014	120	0	530	537	475	259	109	304	103	304	1,832
8510-7680-73200 Sutures & Surgical Needles	67	0	45	0	137	4	69	84	181	0	138	0	115
8510-7760-73200 Sutures & Surgical Needles	402	404	224	0	604	376	1,394	203	30	0	0	203	30
8510-8380-73200 Sutures & Surgical Needles	0	0	0	0	0	0	0	0	0	312	0	0	0
Total: 73200 Sutures & Surgical Needles	31,276	37,170	23,612	26 118	24,726	17,099	30 133	51,890	38,826	21,572	19,948	39,932	22,206
73201 Endomechanicals:													
8510-7010-73201 Endomechanicals	0	0	0	0	0	42	42	85	28	36	71	57	269
8510-7420-73201 Endomechanicals	57,092	73 445	42,554	51,218	54,833	46 441	42,576	76,293	59,635	87,302	121,695	51,855	54,932
10-7421 73201 Endomechanicals	308	727	0	0	(399)	0	664	664	0	594	606	156	0
Total: 73201 Endomechanicals	57,291	74,172	42,554	51,218	54,134	46,483	43,283	77,041	59,663	88,001	122,542	52,169	55,200
Surgical Packs & Sets.													
10-6010-73300 Surgical Packs & Sets	0	0	0	0	0	0	0	0	0	29	0	0	29
8510-7010-73300 Surgical Packs & Sets	0	0	0	0	0	0	0	0	54	0	0	0	65
8510-7420-73300 Surgical Packs & Sets	22,838	21,256	22,540	15,995	22,438	24,183	20,908	22,513	17,533	22,579	21 454	24 412	19,535
8510-7421-73300 Surgical Packs & Sets	540	643	675	515	660	482	552	627	506	459	452	697	421

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8510-7422 73300 Surgical Packs & Sets	0	0	0	0	0	0	0	0	1,215	0	0	0	0
8510-7570-73300 Surgical Packs & Sets	2,694	2,625	5,116	3,434	4,364	3,481	2,088	4,131	5,975	4,692	5,778	5,191	3,793
8510-7630-73300 Surgical Packs & Sets	2,826	3,114	2,695	2,524	3,188	2,856	2,336	2,856	3,143	2,524	3,114	3,374	2,335
8510-7852 73300 Surgical Packs & Sets	0	29	29	0	0	29	0	29	0	0	29	0	0
8510-8380-73300 Surgical Packs & Sets	0	0	0	0	0	130	1,043	0	0	0	0	618	52
Total: 73300 Surgical Packs & Sets	29,526	27,669	30,966	29,958	30,610	31,781	37,035	30,353	27,897	30,483	30,239	35,182	28,332
73400 Surgical Supplies-General:													
8510-6010-73400 Surgical Supplies-General	2,090	1,709	1,800	2,106	1,381	2,084	1,204	2,206	2,212	3,722	3,810	1,884	3,184
8510-6011-73400 Surgical Supplies-General	74	70	128	132	77	84	42	102	88	102	83	34	59
8510-6151-73400 Surgical Supplies-General	1 477	1,265	693	827	742	978	1 128	859	1,481	1,283	1,305	693	348
8510-6170-73400 Surgical Supplies-General	2,139	1 127	1 633	1,757	3,952	4,280	3,425	3,401	3,192	2,815	4 668	4,695	4,779
8510-6171-73400 Surgical Supplies-General	368	369	214	317	205	609	268	331	542	284	319	532	476
8510-6173-73400 Surgical Supplies-General	303	147	69	142	102	331	156	225	695	375	325	236	718
8510-6440-73400 Surgical Supplies-General	(912)	52	356	317	333	516	52	74	105	139	289	139	141
8510-6580-73400 Surgical Supplies-General	84	425	488	727	368	155	184	552	945	173	429	63	3
8510-7010-73400 Surgical Supplies-General	1,513	808	1,332	1 762	920	2,996	1,358	1,237	8,583	1,297	1,377	1,653	2,538
8510-7071-73400 Surgical Supplies-General	9	294	54	136	0	252	454	0	0	0	0	81	104
8510-7092 73400 Surgical Supplies-General	(178)	0	74	0	0	0	0	0	0	2	0	0	8
8510-7181 73400 Surgical Supplies-General	15	0	52	0	0	0	0	20	20	15	0	0	15
8510-7230-73400 Surgical Supplies-General	5,767	5,742	5,015	5,713	5,777	5,208	5,572	5,700	6,156	5,386	6,603	6,034	5,825
8510-7420-73400 Surgical Supplies-General	199,804	186,730	170,817	172,852	217,514	193,352	218,624	205,376	181,224	268,803	218,362	240,210	169,457
8510-7421 73400 Surgical Supplies-General	73,016	60,506	60,323	88,976	97,324	41,417	126,209	73,629	66,782	84,202	44,349	89,716	39 131
8510-7422 73400 Surgical Supplies-General	0	0	0	0	0	0	0	37	2,555	0	0	0	0
8510-7427 73400 Surgical Supplies-General	285	0	0	0	0	0	0	0	0	0	59	59	0
8510-7500-73400 Surgical Supplies-General	152	205	190	82	178	215	289	426	373	253	431	34	276
8510-7520-73400 Surgical Supplies-General	519	(77)	84	472	120	457	280	0	840	26	0	0	178
8510-7570-73400 Surgical Supplies-General	18,247	8,254	19,558	9,800	14,703	13,439	14,857	19,822	18,881	20,707	20 418	24,082	19 178
8510-7630-73400 Surgical Supplies-General	13,680	14,451	8,648	15,835	8,991	12,693	22,830	18,018	19,757	27,439	20,876	(528)	13,370
8510-7631-73400 Surgical Supplies-General	2,708	248	9,800	0	0	5,883	(80)	6,765	10 430	8,255	46	0	4,115
8510-7670-73400 Surgical Supplies-General	0	379	0	0	0	0	0	0	0	0	700	0	0
8510-7680-73400 Surgical Supplies-General	71	0	2	90	959	597	306	173	602	592	810	15	252
8510-7710-73400 Surgical Supplies-General	0	0	265	0	0	0	0	0	0	0	0	0	0
8510-7720-73400 Surgical Supplies-General	425	345	424	0	240	240	691	591	1,011	575	570	422	507
8510-7760-73400 Surgical Supplies-General	3,442	2,634	5,397	5,123	4 451	4,768	3,127	4,032	14 430	40,182	17,281	19,611	13,430
8510-7852 73400 Surgical Supplies-General	0	0	38	4	4	0	0	0	0	8	0	0	0
8510-8380-73400 Surgical Supplies-General	3,012	2,625	892	690	514	443	3,144	2,914	2,759	5,414	2,706	5,868	3,050
Total: 73400 Surgical Supplies-General	331,717	306,453	293,453	309,817	367,971	291,372	406,110	348,443	308,397	433,479	364,078	471,833	289,769
73401 SURGICAL SUPPLIES CV													
8510-7420-73401 SURGICAL SUPPLIES CV	604	7,139	4,059	15,899	11 443	10,694	7 013	7,856	16,251	9,298	11,003	7 455	17,803
8510-7421-73401 SURGICAL SUPPLIES CV	0	60	121	68	94	31	92	91	91	31	91	91	122
8510-7570-73401 SURGICAL SUPPLIES CV	0	0	106	0	306	0	0	32	3	0	0	0	0
8510-7630-73401 SURGICAL SUPPLIES CV	0	0	3,213	3,691	8,852	0	0	0	0	0	0	3,570	4,803
Total: 73401 SURGICAL SUPPLIES CV	604	7,199	7,498	19,654	20,797	10,725	7 106	7,949	16,345	9,329	11,094	11,088	22,729
73402 Perfusion/Cell Saver													
8510-7420-73402 Perfusion/Cell Saver	1,643	452	1,621	1,839	2,679	2,650	577	326	2,699	1,303	2,070	1,215	2,155
8510-7421-73402 Perfusion/Cell Saver	293	0	288	0	289	0	313	0	313	0	313	0	0
Total: 73403 Perfusion/Cell Saver	1 936	452	1 909	1,839	2,968	2,650	1,190	326	3,012	1,303	2,383	1,215	2,155
73403 Ortho Supplies:													
8510-6010-73403 Ortho Supplies	29	6	70	0	0	0	7	0	0	0	0	0	0
8510-6151 73403 Ortho Supplies	68	42	10	36	0	0	0	0	0	0	0	35	0
8510-6170-73403 Ortho Supplies	106	153	126	0	93	47	0	0	72	648	0	0	(1 175)
8510-6171 73403 Ortho Supplies	0	0	18	0	0	0	0	0	0	0	0	39	0
8510-6173-73403 Ortho Supplies	0	36	0	0	0	(47)	0	0	0	0	0	0	0
8510-6440-73403 Ortho Supplies	(9)	37	0	0	40	(10)	902	0	0	0	0	72	(928)
8510-6580-73403 Ortho Supplies	(20)	0	111	36	0	0	0	0	63	0	0	0	0
8510-7010-73403 Ortho Supplies	599	976	400	714	0	764	0	1,308	174	773	218	118	237
10-7576-73403 Ortho Supplies	0	0	0	0	1,689	156	0	0	0	0	0	0	0
7270-73403 Ortho Supplies	0	6	0	0	0	0	0	0	0	0	0	0	0
420-73403 Ortho Supplies	78,723	80,014	81,830	99,838	84,045	85,335	85,627	121,510	81,139	83,045	101,181	101,166	81,543
421-73403 Ortho Supplies	1,218	1,830	773	364	0	551	689	28	15,770	0	0	0	(1,164)
7422 73403 Ortho Supplies	0	0	0	0	0	0	0	5	5,262	0	0	0	0
8510-7570-73403 Ortho Supplies	3	0	582	0	0	0	250	197	0	0	5,525	734	(25)
8510-7630-73403 Ortho Supplies	7 152	5,215	8,026	924	8,737	1,634	4,971	5,113	8,077	7,051	1,170	1,170	1,803
8510-7720-73403 Ortho Supplies	0	0	0	0	0	0	0	0	1,140	0	0	0	0
8510-7760-73403 Ortho Supplies	0	0	0	0	0	0	0	0	0	255	0	0	0
8510-7770-73403 Ortho Supplies	7	356	18	0	303	52	1,352	(581)	69	488	(51)	275	(80)
8510-7790-73403 Ortho Supplies	171	0	0	0	194	98	288	(217)	0	0	0	255	(89)
Total: 73403 Ortho Supplies	88 165	88,670	89,547	102,008	98,100	91,579	93,739	127 313	111,952	103,665	108,111	103,845	80 537
73404 Newport Supplies:													
8510-7570-73404 Newport Supplies	0	0	0	0	0	0	0	0	0	25,000	2,375	25,000	25,000
Total: 73404 Newport Supplies	0	0	0	0	0	0	0	0	0	25,000	2,375	25,000	25,000
73500 Anesthetic Materials.													
8510-6010-73500 Anesthetic Materials	132	113	115	116	157	133	157	170	93	114	134	125	129
8510-6011-73500 Anesthetic Materials	19	12	29	9	11	15	15	9	6	11	20	8	9
8510-6151-73500 Anesthetic Materials	127	33	18	61	61	72	63	64	81	85	42	69	70
8510-6170-73500 Anesthetic Materials	106	29	32	57	37	11	35	53	40	26	46	40	24
8510-6171 73500 Anesthetic Materials	91	25	17	15	28	10	34	21	20	16	14	18	21
8510-6173-73500 Anesthetic Materials	18	10	7	29	17	17	34	19	23	15	18	11	4
8510-6440-73500 Anesthetic Materials	0	7	0	4	7	4	0	7	0	2	6	6	13
8510-6580-73500 Anesthetic Materials	13	3	13	7	6	6	6	15	9	13	6	6	0
8510-7010-73500 Anesthetic Materials	13	8	0	0	0	0	3	0	0	0	0	0	20
8510-7420-73500 Anesthetic Materials	2,018	3,977	2,918	6,760	3,725	3,403	2,709	2,656	4,240	2,373	1,081	(1,450)	1,426
8510-7421 73500 Anesthetic Materials	62	984	1,253	229	425	334	473	213	375	144	523	3	533
8510-7570-73500 Anesthetic Materials	0	10	0	0	0	10	0	0	0	0	0	10	0
8510-7630-73500 Anesthetic Materials	0	274	57	0	0	6	0	0	2	0	0	0	0
8510-8380-73500 Anesthetic Materials	77	0	20	37	0	94	111	68	145	239	84	0	66
Total: 73500 Anesthetic Materials	2,672	5,485	4,521	7,331	4,483	4,115	3,748	3,515	5,032	3,039	1,926	(1,169)	2,343
73600 Oxygen & Other Medical Gases:													
8510-6010-73600 Oxygen & Other Medical Gases	488	0	0	0	0	0	0	150	21	0	0	0	610
8510-7420-73600 Oxygen & Other Medical Gases	1,023	960	2,705	1,313	2,711	1,738	1,377	3,057	1,253	2,392	1,882	1,031	1,452
8510-7421-73600 Oxygen & Other Medical Gases	0	0	0	0	60	70	0	0	0	0	0	0	0
8510-7570-73600 Oxygen & Other Medical Gases	0	0	0	0	0	0	0	0	0	0	0	0	155
8510-7720-73600 Oxygen & Other Medical Gases	0	0	302	23	0	0	0	0	108	0	415	191	0
Total: 73600 Oxygen & Other Medical Gases	1,511	960	3,007	1,336	2,771	1 808	1,377	3,416	1,382	2,392	2,498	2,122	2,216
73700 IV Solutions:													
8510-6010-73700 IV Solutions	4,197	4,130	3,035	3,618	3,413	2,795	3,255	4,203	3,326	5,032	5,064	3,513	3,814
8510-6011 73700 IV Solutions	124	81	119	55	49	87	29	45	41	145	126	8	60
8510-6151-73700 IV Solutions	4,688	3,202	2,660	3,182	3,741	3,332	4,001	4,777	4,026	4,059	3,239	2,771	3,242
8510-6170-73700 IV Solutions	3,812	2,520	3,348	3,425	2,818	2,742	3,005	2,577	2,403	3,713	3,194	2,992	3,383
8510-6171 73700 IV Solutions	3,325	3,188	2,121	3,082	2,927	2,359	2,765	3,092	2,105	2,630	3,357	2,634	3,748
8510-6173-73700 IV Solutions	650	797	648	666	760	892	1,169	1,251	1,005	1,023	1,044	655	795
8510-6440-73700 IV Solutions	1,220	241	139	573	232	250	178	232	321	295	190	310	312
8510-6580-73700 IV Solutions	624	431	405	811	387	402	331	250	298	304	288	158	89
8510-7010-73700 IV Solutions	5,696	5,634	5,533	6,248	5,391	5,527	5,379	6,265	5,373	8 638	6,478	4,818	5,447
8510-7071-73700 IV Solutions	31	31	0	0	0	0	0	0	0	0	0	0	0
8510-7092 73700 IV Solutions	0	0	0	0	0	0	0	0	0	0	0	0	0
8510-7095-73700 IV Solutions	0	125	0	0	0	0	0	0	0	0	0	0	0
8510-7181-73700 IV Solutions	0	0	0	0	0	0	0	24	0	0	0	0	0
8510-7230-73700 IV Solutions	1,882	1,873	1,710	1,967	1,765	1 605	1,334	1,257	1,542	1,799	1,828	1,978	2,591
8510-7420-73700 IV Solutions	7,602	4,105	4,234	3,509	3,677	4,937	3,679	5,502	4,486	4,936	4,897	4 165	5,025
8510-7421 73700 IV Solutions	24	99	235	78	57	454	378	309	242	575	733	497	178
8510-7427 73700 IV Solutions	219	183	259	21	183	240	145	81	158	241	113	235	239
8510-7500-73700 IV Solutions	2,780	2,654	768	2,148	1,217	3,033	1,354	2,654	1,359	2,148	1,254	858	1,359
8510-7570-73700 IV Solutions	450	536	703	507	896	341	357	611	731	672	852	984	(244)
8510-7630-73700 IV Solutions	353	224	804	435	227	170	336	378	222	176	521	254	365
8510-7680-73700 IV Solutions	0	128	0	0	0	0	0	0	0	0	0	0	0
8510-7710-73700 IV Solutions	3,843	51,835	24,535	75,481	30,914	28,205	77,423	254,237	53,918	51,060	19,352	57,281	(17 109)
8510-7720-73700 IV Solutions	0	0	0	0	0	78	338	109	0	139	149	0	112
8510-7740-73700 IV Solutions	4,750	1,422	2,130	2,052	1,489	1 788	1,943	2,454	2,511	2,625	2,604	2,359	1,857
10-7760-73700 IV Solutions	511	513	659	91	447	497	724	297	144	573	355	537	173
2 73700 IV Solutions	147	35	178	0	43	163	0	24	22	164	0	37	0
6-73700 IV Solutions	0	0	0	0	0	0	0	0	0	9	0	0	0
0-73700 IV Solutions	(129)	0	237	0	0	0	4,038	1,574	0	150	13	0	60
Total: 73700 IV Solutions	43,219	85,564	84,619	107,217	62,107	66,667	108,649	326,200	86,378	89,294	65,165	85,940	69,698
73800 Pharmaceuticals:													
8510-7710-73800 Pharmaceuticals	570,855	707,514	726,219	630,866	770,724	702,138	1,016,125	606,157	663,877	797,385	928,807	781,176	1,204,378

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Total: 73600 Pharmaceuticals	670,668	707,814	726,219	630,668	770,724	702,138	1,016,125	806,187	693,877	757,365	925,807	751 178	1,204,379
73602 Contrast Media Non-Ionic:													
8510-7630-73602 Contrast Media Non-Ionic	0	0	0	0	0	0	0	0	0	0	0	(136)	0
Total: 73602 Contrast Media Non-Ionic	0	0	0	0	0	0	0	0	0	0	0	(136)	0
73603 CONTRAST MEDIA Combined.													
8510-7630-73603 CONTRAST MEDIA Combined	994	1,179	157	0	0	381	0	359	363	89	0	0	571
8510-7630-73603 CONTRAST MEDIA Combined	150	0	80	150	0	80	150	142	8	0	150	220	0
8510-7760-73602 CONTRAST MEDIA Combined	0	0	407	0	0	498	91	0	0	407	0	498	91
Total: 73603 CONTRAST MEDIA Combined	1,144	1,179	624	150	0	959	241	501	371	496	150	718	662
73800 Radioactive Materials:													
85 10-7650-73600 Radioactive Materials	13,333	10 422	13,172	12,980	10,944	15,083	13,238	23,265	11,576	9,658	13,136	23,070	31,636
Total: 73600 Radioactive Materials	13,333	10,422	13,172	12,980	10,944	15,083	13,238	23,265	11,576	9,658	13,136	23,070	31,636
74000 Radiology Films:													
8510-7101 74000 Radiology Films	82	0	0	0	0	10	0	0	0	615	0	0	0
8510-7420-74000 Radiology Films	(203)	0	20	203	0	568	3,622	472	0	813	71	69	199
8510-7570-74000 Radiology Films	0	0	324	0	201	131	0	0	356	0	451	0	0
8510-7630-74000 Radiology Films	1,337	1 494	516	64	1 144	13,010	448	84	0	255	1,571	76	520
Total: 74000 Radiology Films	1,217	1,494	859	268	1,345	14,819	3,140	536	356	1,683	2,193	143	720
74100 Other Medical Care Materials & Supplies:													
8510-6010-74100 Other Medical Care Materials &	46,359	33,305	31,551	31,969	36,633	32,161	27,852	94 113	37,803	53,806	58,133	40,855	37,478
8510-6011-74100 Other Medical Care Materials &	694	393	653	998	529	574	449	814	491	1,228	460	358	210
8510-6270-74100 Other Medical Care Materials &	0	0	0	0	158	0	0	0	0	0	0	0	0
85 10-61 10-74100 Other Medical Care Materials &	0	0	0	169	60	0	0	0	0	0	0	0	0
8510-6161-74100 Other Medical Care Materials &	37,042	32,740	31,855	34,691	37,566	36,400	34,229	39,118	39,349	41 471	31,020	27,806	30,002
8510-6170-74100 Other Medical Care Materials &	23,251	21,813	23,871	25,600	23,691	26,183	25,858	30 431	27,914	25,418	27,521	24,304	29,019
8510-6171-74100 Other Medical Care Materials &	15,624	14,292	13 460	14,359	11,968	15,850	13 498	19,535	10,813	13,458	13,965	13 404	15,584
8510-6172 74100 Other Medical Care Materials &	0	0	0	0	0	0	0	0	0	0	0	164	98
8510-6173-74100 Other Medical Care Materials &	8,859	6,393	6,127	7,270	6,805	8,874	11,262	11,768	10,196	8,677	10 125	9,710	8,805
8510-6178-74100 Other Medical Care Materials &	0	0	0	0	0	453	0	0	0	0	0	0	0
8510-6440-74100 Other Medical Care Materials &	5,748	5,130	5,198	5,359	4,975	5,614	5,447	8,533	5,540	4,350	5,801	5,763	8,035
8510-6580-74100 Other Medical Care Materials &	10,563	8,560	6,897	7,653	5,451	7,734	8,068	7,453	7,874	6,943	7,590	5,937	1,603
8510-7010-74100 Other Medical Care Materials &	19,966	20,503	27,600	18,620	17,377	17,455	19,476	20,357	18 185	15,660	17 470	13,521	16,576
8510-7071-74100 Other Medical Care Materials &	4 812	191	1,135	7 739	1,646	350	8,109	1 429	7,334	396	5,873	724	(4,511)
8510-7078-74100 Other Medical Care Materials &	0	0	0	0	68	0	0	18	0	0	0	0	0
8510-7079-74100 Other Medical Care Materials &	19	2,697	63	4	418	42	0	110	60	0	141	0	73
8510-7082 74100 Other Medical Care Materials &	225	0	521	297	857	86	28	300	133	141	131	235	559
8510-7105-74100 Other Medical Care Materials &	0	0	0	0	0	0	95	0	0	0	0	0	0
85 10-7131 74100 Other Medical Care Materials &	149	(772)	2,878	2,437	1,343	2,222	572	2,265	748	523	800	0	4 413
8510-7230-74100 Other Medical Care Materials &	7,244	8,414	8,002	8,705	8,450	4,604	4 785	6,262	4,905	4,800	5,380	5,636	8,658
85 10-7420-74100 Other Medical Care Materials &	61,630	58,333	54,806	49,071	57,306	59,676	59,969	71 490	65,666	60,908	60,526	53,944	62,371
8510-7421 74100 Other Medical Care Materials &	5,535	4 684	10,913	2,681	10,111	8,149	5,396	11,003	5,769	13,781	4,975	6,022	7,935
85 10-7422 74100 Other Medical Care Materials &	0	0	0	0	0	0	0	765	29	136	0	42	0
8510-7427-74100 Other Medical Care Materials &	162	76	909	330	597	1,368	433	1 410	495	393	764	436	651
8510-7600-74100 Other Medical Care Materials &	3,294	1,664	19 468	981	1,768	4,834	9,907	1 768	1,283	13,268	921	13,770	1,662
85 10-7620-74100 Other Medical Care Materials &	311	219	204	820	898	270	285	365	0	0	114	198	0
85 10-7645-74100 Other Medical Care Materials &	193	97	178	22	195	8	178	195	105	260	0	427	126
85 10-7670-74100 Other Medical Care Materials &	9,309	13,471	16,281	14,655	14,200	8,849	12,807	24,776	9,151	9,306	15,765	10,875	12,326
85 10-7690-74100 Other Medical Care Materials &	839	448	602	694	931	632	637	633	698	744	297	573	414
8510-7810-74100 Other Medical Care Materials &	0	0	0	173	0	0	0	0	0	0	0	178	0
85 10-7620-74100 Other Medical Care Materials &	0	0	25	1 066	0	0	65	67	0	49	68	110	0
8510-7630-74100 Other Medical Care Materials &	20 488	13,505	20,941	11,579	21,800	18,729	17,360	29,822	17,243	18,494	18,701	17,838	27,211
8510-7631 74100 Other Medical Care Materials &	1,696	3,850	6,853	7,864	27,557	10,010	1,795	13 489	0	33,328	(832)	5,690	(4,178)
8510-7650-74100 Other Medical Care Materials &	66	389	156	178	267	40	1,977	761	287	186	70	52	414
8510-7660-74100 Other Medical Care Materials &	0	165	0	0	538	61	0	62	0	0	637	15	0
10-7670-74100 Other Medical Care Materials &	1,957	957	2,153	0	1,655	7,005	(1,505)	2,142	5,522	1,100	1,948	726	3,371
7690-74100 Other Medical Care Materials &	2,995	2,991	5,978	5,444	2,557	3,768	3,630	4,923	4,271	5,970	3,373	3,953	4 414
10-74100 Other Medical Care Materials &	41,294	15,057	13,546	13,385	14,643	11,224	27,955	19,907	20,965	15 420	44 132	33,422	24,488
20-74100 Other Medical Care Materials &	7,865	5,712	13,411	8,223	19,921	8,804	7,100	23,538	13,183	15,083	22,255	11,214	21,509
7730-74100 Other Medical Care Materials &	0	261	0	0	0	0	0	0	0	0	0	0	0
8510-7740-74100 Other Medical Care Materials &	5,853	2,907	8,318	4,810	3,732	4,381	5,137	9 176	5,189	11,405	7,842	4,729	4,000
8510-7760-74100 Other Medical Care Materials &	10,488	5,718	11,262	8,832	7,715	8,029	10,735	3,387	3,703	9,980	7 010	4,865	11,767
8510-7770-74100 Other Medical Care Materials &	1,834	184	(970)	473	0	22	(99)	319	625	185	18	104	333
8510-7790-74100 Other Medical Care Materials &	0	0	0	206	30	206	(30)	462	100	0	313	139	19
8510-7882 74100 Other Medical Care Materials &	355	314	641	99	64	277	85	649	0	868	680	204	641
8510-8216-74100 Other Medical Care Materials &	0	0	0	0	0	0	0	0	1,525	8	0	28	0
8510-8340-74100 Other Medical Care Materials &	0	1	8	0	4	0	0	4	2	0	1	0	26
8510-8360-74100 Other Medical Care Materials &	527	0	78	0	0	0	0	0	0	0	0	0	0
8510-8380-74100 Other Medical Care Materials &	27,824	28,888	43,833	18,452	38,212	26,177	12,394	30 191	33,255	18,004	30,935	33,859	22,042
8510-8400-74100 Other Medical Care Materials &	0	0	0	0	0	0	0	0	0	0	0	0	25 168
8510-8440-74100 Other Medical Care Materials &	0	0	0	0	0	0	0	0	0	0	0	57	5,811
8510-8460-74100 Other Medical Care Materials &	0	2	2	2	6	0	0	0	0	2	0	6	0
8510-8465-74100 Other Medical Care Materials &	0	0	0	0	0	0	0	0	368	0	0	0	0
8510-8470-74100 Other Medical Care Materials &	0	118	0	0	0	0	0	0	0	0	0	0	0
8510-8530-74100 Other Medical Care Materials &	0	0	0	0	0	0	0	0	0	0	0	0	0
8510-8560-74100 Other Medical Care Materials &	0	3	1	0	2	0	4	4	1,524	0	0	(1,526)	0
8510-8610-74100 Other Medical Care Materials &	0	0	0	683	0	0	0	0	0	0	0	0	0
8510-8535-74100 Other Medical Care Materials &	0	0	662	1,724	159	0	321	220	1,308	0	0	0	1,607
8510-8550-74100 Other Medical Care Materials &	0	0	0	0	0	0	1 744	0	0	0	0	0	(1 744)
8510-8550-74100 Other Medical Care Materials &	0	0	4	0	0	0	0	0	0	31	205	19	36
8510-8700-74100 Other Medical Care Materials &	0	0	5	0	0	0	1,430	0	0	0	5	(1 440)	0
8510-8745-74100 Other Medical Care Materials &	0	0	0	0	0	0	0	68	0	0	0	0	0
8510-8751-74100 Other Medical Care Materials &	555	403	0	574	575	420	660	550	383	456	0	420	840
8510-8753-74100 Other Medical Care Materials &	0	0	0	0	9	0	0	135	119	101	205	0	35
8510-8580-74100 Other Medical Care Materials &	0	11	0	0	6	0	0	81	20	0	0	0	0
Total: 74100 Other Medical Care Materials & Supplies	375,695	327,421	359 491	313,739	378,433	336,813	331,853	437,762	359,467	398,973	405,202	348,136	393,493
74101 Syringes:													
8510-6010-74101 Syringes	500	465	343	786	258	496	697	1,105	653	857	1,218	833	690
8510-6011 74101 Syringes	63	12	12	53	0	39	2	0	0	53	0	0	4
8510-6161 74101 Syringes	1,055	974	488	827	614	845	741	1,166	777	1,097	783	918	765
8510-6170-74101 Syringes	918	1,027	701	883	496	709	667	1,224	696	748	1,021	731	707
8510-6171-74101 Syringes	809	906	892	839	468	829	764	1 053	858	699	873	704	887
8510-6173-74101 Syringes	3	9	9	3	5	10	18	13	6	11	18	12	28
8510-6440-74101 Syringes	180	125	180	83	126	43	11	145	37	18	13	60	85
8510-6580-74101 Syringes	139	228	168	178	69	71	7	9	11	32	29	22	0
8510-7010-74101 Syringes	476	971	401	892	379	624	539	703	501	501	624	488	460
8510-7071-74101 Syringes	0	234	63	11	212	79	178	17	34	60	334	38	45
8510-7082 74101 Syringes	0	0	0	0	0	0	0	0	18	0	0	0	0
8510-7095-74101 Syringes	0	0	0	0	0	0	0	0	0	0	0	18	0
8510-7131 74101 Syringes	0	0	978	8,488	0	0	0	0	0	0	0	0	0
8510-7230-74101 Syringes	27	112	134	45	11	21	14	225	42	36	118	69	0
8510-7420-74101 Syringes	1,328	623	668	818	694	1 030	457	1,097	903	1,218	897	1,002	763
8510-7421-74101 Syringes	69	121	148	79	118	108	52	121	112	128	88	70	78
8510-7427-74101 Syringes	0	7	118	0	45	52	43	60	87	0	130	68	78
8510-7600-74101 Syringes	225	226	335	272	555	487	529	516	555	468	520	488	552
8510-7670-74101 Syringes	130	882	135	57	100	91	117	55	126	60	93	52	38
8510-7690-74101 Syringes	0	0	0	0	0	0	0	0	0	22	0	0	0
85 10-7700-74101 Syringes	1,734	1,783	1,220	1,173	1,009	214	1,488	252	975	60	462	1,392	1,278
8510-7850-74101 Syringes	0	0	0	0	0	0	0	17	0	0	0	0	0
8510-7870-74101 Syringes	0	294	660	37	0	631	0	0	196	428	57	0	568
8510-7880-74101 Syringes	652	0	1,070	26	(9)	0	383	614	3,154	0	707	1,077	1 101
8510-7710-74101 Syringes	864	624	683	1,064	1,048	398	177	529	420	1,280	1,575	694	820
8510-7720-74101 Syringes	0	0	0	0	0	0	0	0	6	0	0	0	8
8510-7740-74101 Syringes	74	0	0	0	0	0	0	0	0	0	0	0	0
8510-7760-74101 Syringes	85	71	113	59	191	937	149	137	91	279	65	85	99
8510-7852 74101 Syringes	0	0	0	7	0	9	0	0	0	7	0	0	0
8510-8321-74101 Syringes	0	0	0	0	0	45	0	0	0	0	0	0	0
8510-8753-74101 Syringes	0	0	0	0	11	0	0	0	0	0	0	0	0
Total: 74101 Syringes	9,399	9,693	9,275	13,365	6,398	6,660	7,073	9,391	9,373	8,462	9 625	8,577	8,635
74102 Gloves:													
8510-6010-74102 Gloves	3,391	2,573	2,575	2,464	2,427	2,865	2,296	4,052	1,978	4,254	2,302	3,858	1 116
8510-6011 74102 Gloves	0	0	0	0	0	0	0	0	0	78	0	0	0
10-6161-74102 Gloves	5,367	3,866	4 335	3,604	3,731	4,604	3,784	4,602	3,554	4,723	3,131	4,253	3,582
170-74102 Gloves	4,470	3,577	2,762	2,639	2,444	4,152	3,308	4,259	3,885	3,888	2,539	3,425	3,734
171 74102 Gloves	3,668	3,063	2,838	2,405	2,922	2,761	2,625	2,478	1,607	3,400	2,265	2,434	3,221
173-74102 Gloves	0	3	10	0	5	0	4	667	8	3	691	694	17
0-74102 Gloves	1 181	2,100	1,748	1 470	2,162	1,748	1,669	1,669	1,518	1,810	1,675	1,569	1,294
10-6580-74102 Gloves	3,043	1 425	1,380	1,556	1 610	2,313	1,556	1,056	1,985	837	879	1,757	450
8510-7010-74102 Gloves	1,570	1,899	1,515	1,657	1,571	1 491	2,222	1,767	1,763	2,029	1 781	1,632	1,228
8510-7071-74102 Gloves	52	0	0	(14)	147	55	55	0	294	0	52	0	52
8510-7075-74102 Gloves	0	0	0	0	0	0	100	0	0	0	0	0	0

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8510-7070-74102 Gloves	0	0	0	0	0	0	0	0	0	0	0	0	188
8510-7092-74102 Gloves	0	0	144	0	0	276	0	0	92	0	0	0	183
8510-7121-74102 Gloves	0	0	0	0	276	0	0	0	0	0	0	0	0
8510-7230-74102 Gloves	456	276	460	304	331	368	405	516	322	368	551	423	525
8510-7420-74102 Gloves	5,039	14,715	12,948	8,219	21,069	10,009	4 783	11,202	13,439	13,909	8,650	14,535	9,455
8510-7421-74102 Gloves	465	788	1,009	880	884	525	995	618	732	921	760	922	1,359
8510-7427 74102 Gloves	0	92	368	0	184	0	46	460	0	276	92	368	185
8510-7600-74102 Gloves	843	1,104	880	552	460	644	552	460	736	828	1,374	952	829
8510-7620-74102 Gloves	0	0	0	0	0	0	0	0	73	0	0	0	0
8510-7570-74102 Gloves	774	817	1,103	797	1,197	642	668	764	1,022	1,282	939	1,001	901
8510-7590-74102 Gloves	18	45	18	18	28	28	0	18	0	0	37	0	18
8510-7630-74102 Gloves	1,084	1,114	901	1,009	809	1,175	668	1,030	788	644	1 160	809	825
8510-7639-74102 Gloves	0	0	0	0	276	0	276	0	0	0	92	0	0
8510-7650-74102 Gloves	104	0	0	0	0	0	0	0	0	184	0	184	0
8510-7690-74102 Gloves	0	0	0	18	0	0	0	0	0	0	0	0	0
8510-7710-74102 Gloves	94	92	0	0	0	0	0	110	0	202	184	129	0
8510-7720-74102 Gloves	70	92	0	37	55	37	46	74	92	101	55	84	55
8510-7740-74102 Gloves	313	184	0	552	0	92	184	276	276	276	0	83	184
8510-7760-74102 Gloves	225	202	125	0	230	110	92	129	0	221	184	92	184
8510-7770-74102 Gloves	0	0	0	92	0	0	46	92	0	0	92	0	138
8510-7852 74102 Gloves	0	0	110	0	57	0	171	276	166	0	276	0	57
8510-8340-74102 Gloves	942	110	460	460	644	368	460	276	432	28	0	295	600
8510-8360-74102 Gloves	0	0	0	0	0	0	0	0	0	0	0	37	0
8510-8370-74102 Gloves	0	0	0	0	0	0	37	0	0	0	0	0	0
8510-8380-74102 Gloves	83	0	9	18	0	18	0	121	70	9	302	0	18
8510-8640-74102 Gloves	61	28	18	9	0	18	0	9	64	0	0	101	9
8510-8650-74102 Gloves	10	28	9	18	9	9	9	9	28	28	18	37	28
8510-8655-74102 Gloves	0	0	0	0	0	9	0	9	0	0	0	0	0
8510-8670-74102 Gloves	0	0	18	0	0	0	0	9	0	0	0	0	0
8510-8830-74102 Gloves	0	0	0	0	0	0	0	0	552	0	0	(552)	0
8510-8873-74102 Gloves	0	0	0	0	0	0	0	0	0	0	0	37	0
8510-8700-74102 Gloves	0	18	0	0	0	18	0	0	0	18	0	(55)	0
8510-8720-74102 Gloves	0	0	0	0	0	0	0	0	0	0	0	18	0
8510-8763-74102 Gloves	0	0	0	0	0	0	0	0	110	0	0	0	0
Total: 74102 Gloves	34,622	36,289	35,884	28,112	43,630	34,395	27,241	39,060	35,558	48,103	27,818	39,297	30,000
74103 Angio/Diagnostic Caths:													
8510-6010-74103 Angio/Diagnostic Caths	0	37	62	62	0	0	31	154	31	677	192	(31)	222
8510-7010-74103 Angio/Diagnostic Caths	0	0	0	0	0	0	0	0	0	0	0	(31)	62
8510-7571 74103 Angio/Diagnostic Caths	0	0	0	0	3	4	0	0	0	0	0	0	0
8510-7420-74103 Angio/Diagnostic Caths	25,905	10 473	25 107	10 137	12,757	10,772	13,943	22,283	463	19,712	7,559	21,469	6,181
8510-7421 74103 Angio/Diagnostic Caths	0	0	0	0	0	0	0	0	0	0	0	655	0
8510-7570-74103 Angio/Diagnostic Caths	8,441	8,998	23,112	21 486	28,092	12,495	24,026	37,399	36,805	34,026	21,354	13,857	25,622
8510-7630-74103 Angio/Diagnostic Caths	24,540	23,709	21,063	20,965	38,218	33,433	8,765	33,110	17,000	29,818	34,518	37,057	15,088
8510-7631 74103 Angio/Diagnostic Caths	(976)	0	0	3,084	0	0	(976)	976	0	0	0	0	(976)
8510-7650-74103 Angio/Diagnostic Caths	0	0	253	0	0	744	759	46	153	253	253	0	506
Total: 74103 Angio/Diagnostic Caths	58,913	43,277	72,637	55,734	77,070	57,467	53,138	93,967	54,552	84,686	63,886	72,607	47,324
74104 Guidewires:													
8510-7420-74104 Guidewires	10,743	8,201	10 199	2,956	7,825	9,132	8,371	8,451	12,928	13,826	2,731	10,230	8,428
8510-7570-74104 Guidewires	4,768	8,176	9,205	14,743	6,821	8,021	11,660	5,008	10,584	22,765	18 401	8,589	10,824
8510-7630-74104 Guidewires	11,735	13,344	9 602	11,992	9,479	9,059	12,604	17,521	9,078	8,247	13,253	13,703	9,774
8510-7631-74104 Guidewires	0	370	0	(369)	0	0	2,951	295	172	0	0	0	(110)
8510-7650-74104 Guidewires	0	0	575	62	0	0	135	151	295	0	295	1,478	1,035
8510-7760-74104 Guidewires	3,728	1,094	1,537	1 434	2,015	3,095	712	778	0	0	0	2,927	0
Total: 74104 Guidewires	31,002	27,186	31,517	30,830	25 742	29,317	34,222	33,323	33,058	44,838	34,710	37,248	29,647
74105 Sheath Sets/Dilators:													
8510-6010-74105 Sheath Sets/Dilators	0	0	0	0	0	0	0	0	0	668	53	0	0
8510-7010-74105 Sheath Sets/Dilators	0	0	0	0	0	0	0	0	0	0	100	0	10
8510-7420-74105 Sheath Sets/Dilators	511	1,190	910	5,007	3,016	1,768	1,882	900	1,172	810	8,451	1,215	1 139
0-7570-74105 Sheath Sets/Dilators	5,304	2,746	5,767	4,062	2,827	7 458	3,413	5,300	5,237	5,380	5,531	10,892	2,776
7630-74105 Sheath Sets/Dilators	3,097	5,297	2,060	19	2,710	4,899	4,841	4,424	2,043	2,146	2,634	3,691	3,094
H 74103 Sheath Sets/Dilators	(776)	0	0	776	0	0	(776)	776	0	0	0	0	(776)
10-74105 Sheath Sets/Dilators	0	0	0	0	0	0	57	2	0	0	143	0	0
7760-74105 Sheath Sets/Dilators	0	0	3,476	0	3,039	2,501	0	0	0	4,057	1 823	70	0
Total: 74105 Sheath Sets/Dilators	8,136	10,233	13,233	10,392	12,454	16,525	9 120	14,402	9,052	12,861	18,545	15,868	6,213
74106 I.V. Pressure Monitoring Supplies:													
8510-7570-74106 I.V. Pressure Monitoring Supplies	104	0	535	774	360	0	412	364	175	21	81	66	280
Total: 74106 I.V. Pressure Monitoring Supplies	104	0	535	774	360	0	412	364	175	21	81	66	280
74107 Balloon Cor Dilation:													
8510-7420-74107 Balloon Cor Dilation	12,883	40,025	38,270	29,359	35,547	35 447	14,050	52,323	16,522	65,377	32,663	30,737	34,011
8510-7421 74107 Balloon Cor Dilation	0	21 143	1,852	12,052	830	13,208	0	6,893	0	0	10,950	0	828
8510-7620-74107 Balloon Cor Dilation	0	0	0	0	0	0	0	0	0	0	(832)	0	0
8510-7570-74107 Balloon Cor Dilation	16,891	14,068	14,537	21,521	15,796	15,643	12,055	14,925	15,855	27,282	22,317	29,947	23,494
8510-7630-74107 Balloon Cor Dilation	31,597	21,353	27 578	12,889	28,034	14,764	13,991	24,535	35,625	21 184	24,925	38,573	38,257
8510-7631 74107 Balloon Cor Dilation	0	0	0	7,750	2,000	310	0	3,065	64	0	0	0	3,425
8510-7760-74107 Balloon Cor Dilation	1,275	1,291	920	1,758	1,459	0	1,689	2,699	0	0	1,407	1,591	640
Total: 74107 Balloon Cor Dilation	62,626	97,878	81 457	80,727	84 977	79,369	45,786	104,283	67,261	113,843	91,024	101 148	100,771
74108 Inflation Devices:													
8510-7420-74108 Inflation Devices	2,115	1,200	1,365	600	2,352	2,100	3,029	2,838	1,800	2,400	3,156	1,200	1,193
8510-7570-74108 Inflation Devices	3,052	454	1 401	1,129	4,890	713	3,505	5,878	6,310	5,665	9,710	2,522	3,843
8510-7630-74108 Inflation Devices	1,100	1,298	809	1,602	579	0	1,205	0	0	803	803	1,218	2,108
8510-7760-74108 Inflation Devices	0	152	14	0	185	0	0	0	0	156	152	14	0
Total: 74108 Inflation Devices	6,267	3,104	3,650	3,330	8,297	2,813	7,927	8,716	7,110	8,454	13,822	4,953	7,143
74109 Atherectomy Devices:													
8510-7420-74109 Atherectomy Devices	4,322	323	11,099	0	12,920	8,394	17,649	10,882	19 153	3,332	17,580	24,718	18,199
8510-7570-74109 Atherectomy Devices	0	3,046	0	2,800	259	0	0	772	820	0	0	0	0
8510-7631-74102 Atherectomy Devices	0	0	0	0	0	0	(3,395)	3,395	3,395	0	0	0	6,790
Total: 74109 Atherectomy Devices	4,322	3,369	11,099	2,800	13,249	8,394	14,253	15,059	23,368	3,332	17,580	24,718	21,982
74110 Vascular Interventions:													
8510-7420-74110 Vascular Interventions	4,143	6,450	8,220	8,612	15,005	4,357	1,915	7,205	8,581	4,825	8,760	4,784	2,650
8510-7570-74110 Vascular Interventions	5,014	15,049	27,411	10 176	14,247	5,910	8,598	25,132	2,464	10,971	14,078	13,834	15,790
8510-7630-74110 Vascular Interventions	1,351	2,554	5,711	2,947	5,648	3,340	8,735	8,012	214	4 130	3,276	8,115	3,574
8510-7631 74110 Vascular Interventions	0	0	0	0	0	0	0	0	0	0	0	3,386	0
Total: 74110 Vascular Interventions	10,508	27,054	39,342	19,734	35,901	14,606	17,251	37,448	9,258	30,079	24,109	30,129	21,874
74111 Flow Directed Catheters:													
8510-7420-74111 Flow Directed Catheters	335	783	65	274	765	0	334	339	943	52	410	911	368
8510-7570-74111 Flow Directed Catheters	0	0	60	57	405	84	48	0	4,028	1,812	93	0	432
8510-7630-74111 Flow Directed Catheters	4,592	32	4,502	2,063	6,941	1,245	60	0	0	4,228	0	3,017	938
8510-7650-74111 Flow Directed Catheters	0	0	574	0	0	0	0	174	570	0	425	30	0
Total: 74111 Flow Directed Catheters	4,928	815	4,944	2,394	7,816	1,329	441	513	5,541	6,091	928	3,958	1,397
74112 Pacing Temp Electrode/Catheter:													
8510-6010-74112 Pacing Temp Electrode/Catheter	0	0	0	0	0	0	0	0	0	4,650	552	0	0
8510-7570-74112 Pacing Temp Electrode/Catheter	1,650	0	3,340	0	0	0	0	0	0	1,650	1 747	157	0
Total: 74112 Pacing Temp Electrode/Catheter	1,650	0	3,340	0	0	0	0	0	0	6,240	2,309	157	0
74113 Guiding Catheters:													
8510-6010-74113 Guiding Catheters	504	225	18	0	0	118	(59)	0	0	0	0	0	258
8510-6151 74113 Guiding Catheters	180	0	0	0	343	552	(11)	0	0	18	0	59	43
8510-6170-74113 Guiding Catheters	0	0	0	0	0	0	0	0	0	0	0	0	(118)
8510-6171 74113 Guiding Catheters	118	225	0	0	0	0	32	0	0	0	0	118	0
8510-6175-74113 Guiding Catheters	180	0	0	0	0	(59)	0	0	0	0	0	59	118
8510-6640-74113 Guiding Catheters	0	0	0	0	0	0	0	0	0	0	0	0	(18)
8510-6650-74113 Guiding Catheters	118	0	0	0	0	0	0	0	0	0	0	0	0
8510-7420-74113 Guiding Catheters	252	556	2,572	247	429	2,455	257	229	499	2,140	236	2,126	297
8510-7421 74113 Guiding Catheters	0	1,658	925	0	594	0	0	0	0	0	1 151	(453)	0
10-7570-74113 Guiding Catheters	2,151	1,360	1,328	4 058	4,091	2,126	2,527	3,503	10 173	7,150	10,791	8,494	7,196
0-7713 Guiding Catheters	8,221	1,741	0	5,148	4,778	52	2,053	10,851	2,242	4,258	4,713	2,053	3,668
0-7813 Guiding Catheters	0	(770)	1,725	770	0	3,450	(770)	770	0	1,540	190	(770)	0
Total: 74113 Guiding Catheters	12,864	5,035	6,568	10,252	10,235	8,323	4,139	15,412	12,914	15,132	17,111	11 039	11,444
4114 PTCA Accessories:													
8510-7570-74114 PTCA Accessories	0	0	0	819	0	970	0	0	0	0	0	485	0
8510-7630-74114 PTCA Accessories	0	391	812	469	0	0	0	220	242	48	0	0	0

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Total: 74114 PTCA Accessories	0	391	812	1,306	0	970	0	220	242	48	0	485	0
74115 Intra-Aortic Balloons:													
8510-7570-74115 Intra-Aortic Balloons	10	0	0	0	0	0	0	0	0	0	984	1,811	881
Total: 74115 Intra-Aortic Balloons	10	0	0	0	0	0	0	0	0	0	984	1,811	881
74116 Ultrasound Catheters:													
8510-7531-74116 Ultrasound Catheters	0	248	0	0	0	0	0	0	0	462	44	0	0
Total: 74116 Ultrasound Catheters	0	248	0	0	0	0	0	0	0	462	44	0	0
74117 Coronary Guidewires:													
8510-7420-74117 Coronary Guidewires	2,466	0	2,408	1 733	397	915	2,169	1 766	0	2,873	1,235	1 760	802
8510-7421-74117 Coronary Guidewires	0	493	0	913	0	0	456	0	0	915	0	0	0
8510-7570-74117 Coronary Guidewires	3,272	1,253	2,072	843	726	2,120	1,277	975	1 466	5,386	4,915	2,576	2,112
8510-7630-74117 Coronary Guidewires	1,731	1,070	1,744	1,745	3,253	409	0	1,626	2,400	409	2,857	1 749	1,626
8510-7680-74117 Coronary Guidewires	150	0	4	0	0	0	0	152	0	0	351	273	59
Total: 74117 Coronary Guidewires	7,618	2,816	6,227	4,735	4,386	3,453	3,904	4,450	3,866	9,283	8,969	6,558	4,599
74118 Rotablators:													
8510-7570-74118 Rotablators	0	0	0	0	275	0	0	0	0	984	1,178	0	0
Total: 74118 Rotablators	0	0	0	0	275	0	0	0	0	984	1,178	0	0
74119 Chemistry Solutions:													
8510-6010-74119 Chemistry Solutions	64	30	24	46	63	32	48	56	43	50	72	69	47
8510-6011 74119 Chemistry Solutions	0	0	0	3	0	3	0	0	4	0	0	0	0
8510-6151 74119 Chemistry Solutions	25	34	39	25	34	30	45	60	35	22	40	49	34
8510-6170-74119 Chemistry Solutions	17	44	18	24	22	32	24	43	25	29	33	35	41
8510-6171 74119 Chemistry Solutions	(4)	24	25	17	24	19	19	25	24	25	17	33	23
8510-6173-74119 Chemistry Solutions	0	9	10	6	15	9	24	22	24	25	29	11	25
8510-6440-74119 Chemistry Solutions	(4)	3	0	0	0	0	4	0	0	0	2	6	4
8510-6580-74119 Chemistry Solutions	0	3	0	4	6	6	3	4	11	4	0	2	0
8510-7620-74119 Chemistry Solutions	6	0	0	0	0	0	0	0	0	0	0	0	0
8510-7421 74119 Chemistry Solutions	0	35	0	0	113	0	0	35	0	0	0	73	39
8510-7600-74119 Chemistry Solutions	125,145	103,810	131,483	82,842	81,576	117,211	137,527	153,639	115,884	139,206	124,181	79,393	37,185
8510-7620-74119 Chemistry Solutions	0	0	0	0	0	0	0	0	179	0	0	0	0
8510-7640-74119 Chemistry Solutions	378	552	388	552	1,034	431	1,232	145	754	270	2,359	85	656
8510-7670-74119 Chemistry Solutions	0	(419)	0	419	(419)	0	0	0	0	0	0	0	0
Total: 74119 Chemistry Solutions	126,624	104,037	131,997	84,043	82,466	117,774	139,228	170,003	117,060	139,634	126,713	79,769	37,961
74120 Hematology:													
8510-6010-74120 Hematology	0	311	0	0	471	12	0	0	0	0	0	0	0
8510-7420-74120 Hematology	367	0	477	254	0	451	248	0	126	0	0	845	43
8510-7600-74120 Hematology	15,868	18,188	7,521	17,237	13,633	8,947	8,016	19,838	8,838	13,024	7 092	8,007	19,260
8510-7620-74120 Hematology	0	593	(139)	0	0	0	76	0	0	0	0	0	0
8510-7640-74120 Hematology	528	(1,542)	950	3,704	(1,012)	991	543	583	649	599	2,874	1,271	613
8510-7670-74120 Hematology	403	148	265	291	515	0	139	494	266	11	0	0	0
8510-7680-74120 Hematology	0	248	0	123	0	219	0	0	0	0	0	0	0
Total: 74120 Hematology	16,865	17,941	9 004	20,569	13,607	8,230	9 020	19,924	7,339	13,634	9,966	9,723	19,916
74121 Serology:													
8510-7600-74121 Serology	911	123	1,606	686	3,760	3,194	656	6,336	1,320	4,515	1,312	356	3,691
8510-7620-74121 Serology	0	0	0	113	0	0	0	0	0	0	0	0	0
Total: 74121 Serology	911	123	1,606	805	3,760	3,194	656	6,336	1,320	4,515	1,312	356	3,691
74122 Urinalysis:													
8510-7600-74122 Urinalysis	394	1,595	273	1,153	1 452	0	1 024	817	1,028	117	493	1,152	294
Total: 74122 Urinalysis	394	1,595	273	1,153	1,452	0	1,024	817	1,028	117	493	1,152	294
Microbiology:													
7010-74123 Microbiology	4,735	4,178	3,378	5,457	4,824	3,310	5,929	4,326	4,235	5,013	3,899	4,259	4,258
8510-7600-74123 Microbiology	28,525	14,926	31,035	14,221	30,217	32,693	49,020	22,235	26,918	26,218	30,377	18,940	19,802
8510-7620-74123 Microbiology	0	0	0	60	29	59	64	112	243	0	124	257	13
8510-7640-74123 Microbiology	0	(1,697)	642	1,033	(1,033)	0	0	0	0	0	0	0	0
8510-7670-74123 Microbiology	9,857	264	288	0	0	0	0	0	0	0	0	0	0
8510-7680-74123 Microbiology	0	0	0	0	0	0	0	0	0	0	6,810	0	0
Total: 74123 Microbiology	34,257	17,750	35,345	21,781	40,037	36,062	55,013	26,673	31,294	31,231	41,210	23,456	24,073
74124 Phlebotomy:													
8510-6010-74124 Phlebotomy	18	13	9	36	12	76	70	40	13	60	68	16	15
8510-6011 74124 Phlebotomy	0	0	0	2	0	0	0	0	2	0	0	0	0
8510-6151 74124 Phlebotomy	23	21	29	19	25	24	23	29	22	32	13	18	19
8510-6170-74124 Phlebotomy	9	21	14	14	14	22	13	24	16	19	13	17	25
8510-6171 74124 Phlebotomy	8	16	11	8	6	10	12	16	13	17	12	17	12
8510-6173-74124 Phlebotomy	10	7	7	5	7	8	9	16	14	9	9	7	7
8510-6440-74124 Phlebotomy	2	0	4	4	3	1	3	2	2	9	0	8	4
8510-6580-74124 Phlebotomy	0	0	2	0	1	0	0	0	0	6	1	0	0
8510-7010-74124 Phlebotomy	1,000	956	927	902	926	829	1 123	721	792	3,759	882	899	959
8510-7021 74124 Phlebotomy	4	0	0	28	0	0	0	0	4	0	0	7	13
8510-7070-74124 Phlebotomy	0	0	7	0	0	0	0	0	0	0	0	0	0
8510-7080-74124 Phlebotomy	0	0	0	0	0	0	7	0	18	0	0	0	0
8510-7151 74124 Phlebotomy	0	0	7	0	21	0	0	0	8	0	0	0	0
8510-7230-74124 Phlebotomy	106	98	30	47	128	63	73	107	43	57	65	143	7
8510-7420-74124 Phlebotomy	7	7	0	18	10	0	0	0	0	0	0	0	0
8510-7421-74124 Phlebotomy	4	4	0	0	0	0	0	0	0	0	0	7	(11)
8510-7427-74124 Phlebotomy	0	0	7	0	0	13	0	18	0	0	0	17	7
8510-7600-74124 Phlebotomy	2,501	2,622	3,296	2,100	3,823	2,702	2,374	2,939	2,738	3,338	2,218	2,993	1,626
8510-7570-74124 Phlebotomy	0	81	0	0	114	0	0	0	0	0	0	0	0
8510-7620-74124 Phlebotomy	0	0	0	0	0	0	0	0	7	0	0	0	0
8510-7630-74124 Phlebotomy	0	1 054	0	0	0	0	0	0	0	0	0	0	0
8510-7680-74124 Phlebotomy	0	0	0	4	0	0	0	4	0	4	0	0	0
8510-7770-74124 Phlebotomy	0	0	0	0	0	0	0	0	4	0	0	0	0
8510-7652 74124 Phlebotomy	27	19	47	47	0	12	15	30	0	47	0	5	37
Total: 74124 Phlebotomy	3,819	4,917	4,398	3,318	5,187	3,491	3,718	3,955	3,689	7,418	3,306	3,926	2,716
74125 Histology:													
8510-7620-74125 Histology	37	0	0	45	0	0	45	0	0	0	0	45	0
8510-7630-74125 Histology	0	0	0	45	0	(45)	0	0	34	12	0	0	0
Total: 74125 Histology	37	0	0	90	0	(45)	45	0	34	12	0	45	0
74126 Cytology:													
8510-7600-74125 Cytology	0	0	0	4	0	0	0	0	0	0	0	0	0
8510-7620-74125 Cytology	1,252	1,209	393	142	913	1,039	855	1,197	1 149	235	1,209	1,226	392
Total: 74126 Cytology	1,252	1,209	393	146	913	1,039	855	1,197	1,149	235	1,209	1,226	392
74130 EPS-Ablation Catheters:													
8510-7420-74130 EPS-Ablation Catheters	0	122	0	0	0	0	0	0	0	0	0	0	0
8510-7421-74130 EPS-Ablation Catheters	0	0	0	0	14 176	0	(1,227)	0	0	0	0	(12,920)	0
8510-7570-74130 EPS-Ablation Catheters	3,515	9,472	14,344	9,091	14,871	28 410	13,429	26,093	25,967	21,610	18 178	27,858	17 191
Total: 74130 EPS-Ablation Catheters	3,515	9,594	14,344	9,091	29,046	28,410	12,201	26,093	25,967	21,610	18,178	14,938	17,191
74150 Blood Supplies:													
8510-7450-74150 Blood Supplies	0	0	0	0	0	0	57	0	0	0	0	0	0
8510-7520-74150 Blood Supplies	0	0	0	0	0	0	0	0	0	210	0	0	1 157
8510-7540-74150 Blood Supplies	179,624	94,674	193,092	150,755	122,880	122,651	191,301	175,516	179,977	150,005	284,582	150,755	173,247
Total: 74150 Blood Supplies	179,624	94,674	193,092	150,755	122,880	122,651	191,358	175,516	179,977	150,219	284,582	150,755	174,385
74151 Blood Processing:													
8510-7540-74151 Blood Processing	2,721	(620)	1,870	3,606	1,606	1,277	4,536	3,410	829	1 114	8,777	3,339	641
Total: 74151 Blood Processing	2,721	(620)	1,870	3,606	1,606	1,277	4,536	3,410	829	1 114	8,777	3,339	641
150 IV Sets and Supplies:													
0-74150 IV SETS AND SUPPLIES	655	254	282	306	407	495	775	809	1,000	905	741	855	1,307
1-74150 IV SETS AND SUPPLIES	15	6	18	8	6	6	6	26	41	20	42	6	15
151 74150 IV SETS AND SUPPLIES	66	101	47	112	44	801	827	693	797	834	921	831	663
10-6170-74150 IV SETS AND SUPPLIES	(22)	93	30	124	87	668	645	556	833	947	1,054	694	735
8510-6171 74150 IV SETS AND SUPPLIES	(49)	39	12	27	6	276	382	454	277	358	483	302	531
8510-6173-74150 IV SETS AND SUPPLIES	(12)	50	11	21	6	300	417	325	324	314	375	265	257
8510-6440-74150 IV SETS AND SUPPLIES	19	8	0	0	0	134	103	70	67	83	196	106	158

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8510-8280-74150 IV SETS AND SUPPLIES	0	0	0	0	0	91	131	121	26	15	101	45	50
8510-7010-74150 IV SETS AND SUPPLIES	30	0	20	30	5	2,748	2,609	3,095	2,733	2,695	2,973	2,507	2,578
8510-7230-74150 IV SETS AND SUPPLIES	0	0	0	0	0	604	1,057	765	1,202	982	1,208	1,208	0
8510-7420-74150 IV SETS AND SUPPLIES	(30)	99	0	757	59	59	551	363	0	299	809	550	812
8510-7421-74150 IV SETS AND SUPPLIES	0	0	0	0	540	0	76	173	4	0	76	76	0
8510-7570-74150 IV SETS AND SUPPLIES	74	62	266	113	237	226	280	261	456	204	512	358	0
8510-7580-74150 IV SETS AND SUPPLIES	0	0	0	0	0	0	0	0	0	124	0	212	0
8510-7630-74150 IV SETS AND SUPPLIES	538	0	48	0	0	533	49	0	0	79	0	61	0
8510-7631-74150 IV SETS AND SUPPLIES	0	0	63	0	0	0	0	0	0	0	0	0	0
8510-7670-74150 IV SETS AND SUPPLIES	615	533	0	0	347	39	0	259	287	231	23	252	259
8510-7680-74150 IV SETS AND SUPPLIES	0	0	0	133	0	0	133	0	0	3	139	0	0
8510-7710-74150 IV SETS AND SUPPLIES	0	0	0	0	0	0	0	0	0	0	0	11	120
8510-7760-74150 IV SETS AND SUPPLIES	0	0	0	0	0	0	0	0	0	76	0	0	0
8510-8280-74150 IV SETS AND SUPPLIES	0	0	0	0	0	0	134	0	0	0	0	134	0
8510-8400-74150 IV SETS AND SUPPLIES	0	0	0	0	0	0	0	146	0	0	0	0	0
Total: 74150 IV Sets and Supplies	1,702	1,243	796	1,638	1,789	7,019	8,194	8,207	7,795	8,174	9,614	7,909	7,623
74195 Inventory Adjustments:													
8510-7181-74195 INVENTORY ADJUSTMENTS	17,140	0	0	0	0	0	0	0	0	0	0	0	(23,394)
8510-7420-74195 INVENTORY ADJUSTMENTS	(325,606)	0	0	0	0	0	0	0	0	0	0	0	(251,697)
8510-7421-74195 INVENTORY ADJUSTMENTS	25,810	0	0	0	0	0	0	0	0	0	0	0	(69,857)
8510-7530-74195 INVENTORY ADJUSTMENTS	552,417	0	0	0	0	0	0	0	0	0	0	0	(34,078)
8510-7670-74195 INVENTORY ADJUSTMENTS	36,268	0	0	0	0	0	0	0	0	0	0	0	(104,057)
8510-7630-74195 INVENTORY ADJUSTMENTS	(103,662)	0	0	0	0	0	0	0	0	0	0	0	(143,209)
8510-7710-74195 INVENTORY ADJUSTMENTS	353,242	0	0	0	0	0	0	0	0	0	0	0	45,278
8510-7720-74195 INVENTORY ADJUSTMENTS	(27,958)	0	0	0	0	0	0	0	0	0	0	0	32,510
8510-7760-74195 INVENTORY ADJUSTMENTS	(29,639)	0	0	0	0	0	0	0	0	0	0	0	(15,260)
8510-8340-74195 INVENTORY ADJUSTMENTS	9,005	0	0	0	0	0	0	0	0	0	0	0	0
8510-8380-74195 INVENTORY ADJUSTMENTS	44,930	15,613	56,806	21,481	74,402	20,295	29,051	69,782	22,806	40,867	20,189	31,590	(1,213)
Total: 74195 Inventory Adjustments	557,339	15,613	56,806	21,481	74,402	20,295	29,051	69,782	22,806	40,867	20,189	31,590	(615,953)
74300 Food-Other:													
8510-8340-74300 Food-Other	3,380	2,686	3,156	3,856	3,454	2,676	3,492	3,197	3,197	2,411	3,010	1,196	2,645
8510-8752-74300 Food-Other	0	0	0	0	0	0	472	0	0	0	0	0	0
Total: 74300 Food-Other	3,380	2,686	3,156	3,856	3,454	2,676	3,964	3,197	3,197	2,411	3,010	1,196	2,645
74400 Linen & Bedding:													
8510-7010-74400 Linen & Bedding	0	50	0	0	0	101	0	0	0	0	0	0	0
8510-8550-74400 Linen & Bedding	1,659	654	1,257	201	503	654	1,408	2,011	3,746	5,714	2,307	1,756	1,358
8510-8580-74400 Linen & Bedding	0	0	0	0	0	0	0	0	0	0	288	0	0
Total: 74400 Linen & Bedding	1,659	704	1,257	201	503	754	1,408	2,011	3,746	5,714	2,495	1,756	1,358
74500 Cleaning Supplies:													
8510-6010-74500 Cleaning Supplies	0	0	0	0	0	0	0	0	0	0	0	0	62
8510-6181-74500 Cleaning Supplies	0	0	0	0	0	0	0	0	0	0	0	0	96
8510-6170-74500 Cleaning Supplies	0	0	0	0	0	0	0	0	0	0	0	0	150
8510-6171-74500 Cleaning Supplies	0	0	0	0	0	0	0	0	0	0	0	0	112
8510-6440-74500 Cleaning Supplies	0	0	0	0	0	0	0	0	0	0	0	0	61
8510-7010-74500 Cleaning Supplies	0	0	0	0	0	0	0	0	0	0	0	0	22
8510-7230-74500 Cleaning Supplies	18	0	0	0	0	0	0	0	0	0	0	0	0
8510-7420-74500 Cleaning Supplies	117	1,848	813	792	571	6	263	5	1,452	1,079	0	300	0
8510-7530-74500 Cleaning Supplies	4	0	15	0	0	8	0	8	0	0	0	25	3
8510-7720-74500 Cleaning Supplies	0	0	0	0	0	0	0	0	3	0	3	0	0
8510-7740-74500 Cleaning Supplies	145	91	61	154	59	159	122	119	502	196	128	230	123
8510-8370-74500 Cleaning Supplies	0	0	0	0	0	0	0	0	0	75	0	0	0
8510-8380-74500 Cleaning Supplies	0	146	0	0	0	0	3	135	0	183	664	1,697	1,496
8510-8440-74500 Cleaning Supplies	(1,284)	2,047	3,147	6,350	3,718	0	606	3,044	3,116	4,982	(2,130)	0	1,805
8510-8455-74500 Cleaning Supplies	0	0	0	0	0	0	0	0	4	0	0	0	0
Total: 74500 Cleaning Supplies	(982)	4,132	3,837	7,316	4,648	169	1,296	4,210	5,116	6,529	(1,418)	2,523	3,956
Office & Administrative Supplies:													
110-74500 Office & Administrative Suppli	494	0	970	495	0	0	1,222	441	39	0	1,495	52	326
151 74500 Office & Administrative Suppli	231	0	2,495	256	0	0	1,602	213	263	0	2,350	(148)	848
0-6170-74500 Office & Administrative Suppli	723	0	985	0	0	0	938	0	219	219	448	(97)	279
8510-6171-74500 Office & Administrative Suppli	901	0	434	0	0	0	722	0	11	0	1,428	(56)	105
8510-6172-74500 Office & Administrative Suppli	0	0	0	0	0	0	0	0	0	0	833	(316)	15
8510-6173-74500 Office & Administrative Suppli	0	0	0	0	0	0	0	0	54	0	1,104	(53)	201
8510-6440-74500 Office & Administrative Suppli	481	234	726	0	0	0	298	365	42	0	1,031	5	35
8510-6580-74500 Office & Administrative Suppli	255	0	1,412	0	0	0	535	409	541	0	438	152	(60)
8510-7010-74500 Office & Administrative Suppli	753	0	920	600	0	0	527	195	853	0	1,045	(183)	(50)
8510-7071-74500 Office & Administrative Suppli	615	0	683	0	0	0	532	424	251	335	754	(118)	116
8510-7075-74500 Office & Administrative Suppli	0	0	0	0	0	0	67	0	0	0	0	0	0
8510-7078-74500 Office & Administrative Suppli	223	0	226	0	0	0	443	151	0	0	256	(44)	30
8510-7082-74500 Office & Administrative Suppli	244	0	875	0	0	0	37	209	219	229	170	62	(42)
8510-7086-74500 Office & Administrative Suppli	445	0	269	0	0	0	1,291	0	325	325	(2)	37	494
8510-7087-74500 Office & Administrative Suppli	322	0	302	0	64	6	0	750	0	0	0	0	791
8510-7181-74500 Office & Administrative Suppli	376	80	576	0	0	0	85	606	638	638	(559)	0	845
8510-7183-74500 Office & Administrative Suppli	0	0	0	0	0	0	0	0	126	(126)	0	0	0
8510-7230-74500 Office & Administrative Suppli	1,551	0	3,178	0	0	1,200	2,812	1,725	625	321	144	879	1,879
8510-7420-74500 Office & Administrative Suppli	798	0	0	0	712	68	942	72	239	0	251	152	1,128
8510-7421-74500 Office & Administrative Suppli	0	0	0	0	0	0	0	0	0	0	226	0	0
8510-7530-74500 Office & Administrative Suppli	1,683	358	1,411	854	216	198	1,745	1,760	1,328	859	850	926	2,045
8510-7540-74500 Office & Administrative Suppli	0	0	0	0	0	0	0	0	0	0	0	148	338
8510-7570-74500 Office & Administrative Suppli	222	0	718	80	498	697	908	183	134	134	723	1,121	(254)
8510-7580-74500 Office & Administrative Suppli	212	0	600	0	0	0	0	170	73	73	283	278	(76)
8510-7630-74500 Office & Administrative Suppli	233	0	638	0	0	0	870	508	658	702	895	(198)	1,008
8510-7631-74500 Office & Administrative Suppli	0	0	101	0	0	0	0	6	0	0	206	(141)	4
8510-7650-74500 Office & Administrative Suppli	158	0	0	0	0	0	0	0	0	0	0	0	0
8510-7660-74500 Office & Administrative Suppli	0	0	0	0	0	0	0	29	0	0	0	0	0
8510-7680-74500 Office & Administrative Suppli	0	0	353	0	0	0	0	0	0	0	0	0	14
8510-7691-74500 Office & Administrative Suppli	0	0	204	0	0	0	0	0	0	0	76	0	252
8510-7693-74500 Office & Administrative Suppli	0	0	416	0	0	0	0	0	0	0	0	0	0
8510-7710-74500 Office & Administrative Suppli	122	0	495	840	0	0	526	471	240	139	2,455	(277)	251
8510-7720-74500 Office & Administrative Suppli	655	0	85	0	0	0	358	149	150	15	(76)	45	177
8510-7760-74500 Office & Administrative Suppli	0	0	0	0	0	0	0	0	0	130	12	0	0
8510-7770-74500 Office & Administrative Suppli	317	0	370	0	0	0	315	308	299	299	(108)	61	130
8510-7082 74500 Office & Administrative Suppli	2,053	0	3,991	69	535	65	629	1,154	662	699	2,495	13	2,199
8510-7683-74500 Office & Administrative Suppli	0	0	0	0	0	0	0	0	0	0	0	0	45
8510-7571 74500 Office & Administrative Suppli	168	0	0	0	0	0	0	0	0	0	0	0	0
8510-8201 74500 Office & Administrative Suppli	0	0	0	0	0	0	133	0	353	188	(166)	0	30
8510-8215-74500 Office & Administrative Suppli	71	0	128	0	0	0	0	0	0	0	0	0	476
8510-8380-74500 Office & Administrative Suppli	492	4	648	979	0	0	(222)	912	259	13	630	2,773	3,921
8510-8420-74500 Office & Administrative Suppli	(65)	(140)	(130)	(90)	(1,610)	(70)	(90)	(159)	(90)	(90)	(112)	(300)	(100)
8510-8440-74500 Office & Administrative Suppli	0	0	0	0	0	0	0	0	0	0	0	0	622
8510-8455-74500 Office & Administrative Suppli	0	0	0	0	0	0	0	0	182	182	(182)	156	(6)
8510-8470-74500 Office & Administrative Suppli	46	0	94	103	0	0	133	112	19	19	(78)	0	20
8510-8480-74500 Office & Administrative Suppli	0	0	0	0	0	0	0	0	358	(358)	0	0	0
8510-8485-74500 Office & Administrative Suppli	55	0	184	0	0	0	17	0	9	9	81	(35)	6
8510-8530-74500 Office & Administrative Suppli	0	0	0	0	0	0	0	0	760	0	0	(760)	0
8510-8550-74500 Office & Administrative Suppli	778	0	1,479	241	0	0	1,133	490	899	466	181	697	897
8510-8581-74500 Office & Administrative Suppli	0	0	0	168	56	0	0	0	0	0	0	0	0
8510-8610-74500 Office & Administrative Supplies	1,307	0	124	(2,808)	30	(403)	(1,768)	13	98	(1,560)	622	(223)	2,490
8510-8580-74500 Office & Administrative Suppli	248	0	698	0	0	149	750	326	0	0	830	629	845
8510-8580-74500 Office & Administrative Suppli	157	0	17	104	0	535	(58)	0	0	0	793	(397)	135
8510-8700-74500 Office & Administrative Suppli	1,784	1,040	1,653	1,432	0	0	2,034	0	1,556	1,026	137	(12,930)	0
8510-8710-74500 Office & Administrative Suppli	0	0	693	0	0	0	111	146	0	0	178	(58)	35
8510-8720-74500 Office & Administrative Suppli	0	0	574	0	0	0	0	0	203	328	600	(264)	114
8510-8781 74500 Office & Administrative Suppli	222	0	879	0	0	31	451	810	631	698	(264)	663	413
8510-8752 74500 Office & Administrative Supplies	0	0	1,503	0	0	74	7	0	12	0	0	0	37
8510-8753-74500 Office & Administrative Suppli	203	0	425	0	0	0	542	617	204	46	17	526	173
Total: 74500 Office & Administrative Supplies	19,429	5,837	32,298	3,278	459	2,454	20,853	13,391	13,715	5,674	22,811	(9,919)	22,135
74550 Forms:													
8510-6010-74550 Forms	11,483	3,812	1,305	(1,127)	2,527	4,884	11,260	2,505	4,311	491	(529)	(5,732)	791
8510-6011 74550 Forms	0	34	36	215	150	131	222	101	129	129	251	204	0
8510-8181-74550 Forms	0	1,669	3,409	1,589	4,511	3,868	1,680	2,031	2,423	2,123	1,308	12,076	1,263
8510-8170-74550 Forms	0	696	756	672	1,409	1,963	921	1,135	966	443	697	3,110	907
8510-8171 74550 Forms	0	715	697	1,511	1,662	2,459	(52)	1,592	1,155	439	1,578	4,857	690
8510-8173-74550 Forms	0	0	0	0	0	0	0	0	0	0	0	302	0
10-8440-74550 Forms	0	362	364	435	767	481	(188)	205	253	637	259	1,186	768
10-74550 Forms	0	156	1,660	226	1,515	2,402	(378)	994	925	693	(302)	477	0
10-74550 Forms	0	80	796	136	978	445	(739)	170	141	0	0	765	84
1-3-74550 Forms	73	327	1,725	59	1,407	607	(790)	141	2,535	170	1,669	820	1,224
7079-74550 Forms	170	118	69	58	191	73	217	141	248	69	(59)	58	58
10-7087 74550 Forms	0	0	65	0	43	17	(91)	0	0	0	0	0	0
8510-7082 74550 Forms	0	79	842	45	849	400	(299)	21	364	86	(1)	272	488
8510-7086-74500 Forms	0	0	0	0	0	650	(650)	0	0	0	0	152	0
8510-7181 74550 Forms	0	0	65	0	43	17	(91)	0	0	15	0	212	0

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8510-7230-74500 Forms	0	1,520	3,248	1 706	4,317	4,921	1,535	2,514	2,578	1,881	439	8,098	2,650
8510-7420-74550 Forms	0	0	0	0	0	0	0	0	0	0	0	140	0
8510-7421-74550 Forms	0	78	317	580	698	253	948	358	322	765	58	284	924
8510-7427-74550 Forms	0	554	635	374	958	2,251	4,905	358	1,695	737	(722)	(2,559)	908
8510-7540-74550 Forms	0	592	285	358	1 023	409	2,134	364	3,214	0	(170)	(1,052)	(1)
8510-7570-74550 Forms	0	185	281	239	457	1,316	938	685	1 449	327	(530)	313	360
8510-7590-74550 Forms	0	41	13	0	36	119	6	180	80	85	(50)	(126)	0
8510-7630-74550 Forms	109	181	813	453	751	990	8,019	(1,242)	2,084	412	(1,359)	(3,221)	84
8510-7650-74550 Forms	0	0	0	0	0	0	0	0	0	0	0	324	0
8510-7691-74550 Forms	0	0	0	0	0	0	0	0	0	0	31	0	0
8510-7710-74550 Forms	0	0	973	0	649	259	1,055	986	983	685	297	(765)	0
8510-7740-74550 Forms	0	574	(574)	0	0	0	0	0	0	0	0	0	0
8510-7760-74550 Forms	72	416	(238)	263	294	118	899	368	576	144	(338)	3,241	0
8510-7770-74550 Forms	0	31	34	23	59	23	(21)	26	36	54	143	700	0
8510-7852-74550 Forms	0	968	1,668	951	2,305	2,336	(2,057)	1,371	795	958	478	2,575	2,477
8510-8340-74550 Forms	0	212	521	537	713	226	(668)	0	0	574	0	306	0
8510-8350-74550 Forms	152	149	(149)	0	0	0	0	0	0	0	0	0	0
8510-8380-74550 Forms	108	89	(21)	0	45	121	(82)	173	140	0	1,065	1 483	0
8510-8460-74550 Forms	0	0	30	0	20	8	(28)	0	0	0	0	0	0
8510-8465-74550 Forms	0	0	0	0	0	0	0	0	0	105	0	24	48
8510-8530-74550 Forms	0	0	0	0	0	0	799	653	1,844	2,830	(21)	(5,324)	0
8510-8550-74550 Forms	73	935	3,053	1,372	3,893	3,779	2,641	2,147	2,432	1,374	142	1,707	2,500
8510-8610-74550 Forms	79	333	(288)	31	51	33	1,174	745	955	0	(398)	(1,057)	109
8510-8637-74550 Forms	0	913	(913)	498	330	132	(462)	0	0	0	0	0	0
8510-8635-74550 Forms	0	0	0	0	0	0	0	0	0	0	0	152	0
8510-8350-74550 Forms	0	114	(94)	0	20	8	405	(169)	12	0	(16)	(45)	0
8510-8700-74550 Forms	0	0	243	10	169	830	(228)	599	1,653	0	(599)	(2,780)	0
8510-8710-74550 Forms	0	149	217	0	244	98	(249)	355	(274)	0	324	834	0
8510-8720-74550 Forms	0	0	0	0	0	0	0	0	0	0	0	31	0
8510-8761-74550 Forms	0	236	(236)	0	0	0	666	530	509	0	(382)	(1,149)	0
Total: 74550 Forms	12,344	18,368	21,378	11,028	32,817	36,752	34,430	20,309	34,936	16,383	3,178	17,488	15,622
74550 Paper & Toner Computer													
8510-6010-74550 PAPER & TONER COMPUTERPHOTOCOPIER	60	89	79	264	132	79	211	161	132	0	53	185	0
8510-6151-74550 PAPER & TONER COMPUTERPHOTOCOPIER	268	178	211	238	290	238	211	185	264	185	238	158	211
8510-6170-74550 PAPER & TONER COMPUTERPHOTOCOPIER	200	149	211	185	79	211	211	211	264	158	92	290	132
8510-6171-74550 PAPER & TONER COMPUTERPHOTOCOPIER	179	179	26	238	132	158	211	132	0	79	106	105	132
8510-6173-74550 PAPER & TONER COMPUTERPHOTOCOPIER	0	0	0	0	0	0	0	105	0	0	0	0	0
8510-6440-74550 PAPER & TONER COMPUTERPHOTOCOPIER	80	140	105	105	105	132	105	105	79	105	159	53	105
8510-6580-74550 PAPER & TONER COMPUTERPHOTOCOPIER	119	89	79	185	79	158	79	106	185	53	53	53	0
8510-7010-74550 PAPER & TONER COMPUTERPHOTOCOPIER	238	268	238	132	158	185	185	435	159	290	158	84	79
8510-7071-74550 PAPER & TONER COMPUTERPHOTOCOPIER	119	89	26	0	0	0	0	0	0	0	0	8	0
8510-7151-74550 PAPER & TONER COMPUTERPHOTOCOPIER	0	0	0	106	53	0	53	53	79	79	0	79	53
8510-7230-74550 PAPER & TONER COMPUTERPHOTOCOPIER	200	119	106	238	264	79	238	132	26	106	211	238	211
8510-7310-74550 PAPER & TONER COMPUTERPHOTOCOPIER	0	0	0	0	0	0	0	0	0	53	0	0	0
8510-7420-74550 PAPER & TONER COMPUTERPHOTOCOPIER	119	30	79	79	53	106	26	132	26	79	132	111	106
8510-7421-74550 PAPER & TONER COMPUTERPHOTOCOPIER	79	30	26	79	26	26	53	26	26	26	79	53	26
8510-7427-74550 PAPER & TONER COMPUTERPHOTOCOPIER	60	89	106	106	53	132	53	132	106	26	132	158	106
8510-7500-74550 PAPER & TONER COMPUTERPHOTOCOPIER	650	208	317	290	407	293	370	278	396	253	355	264	396
8510-7520-74550 PAPER & TONER COMPUTERPHOTOCOPIER	0	0	0	0	0	0	26	26	53	26	26	0	26
8510-7570-74550 PAPER & TONER COMPUTERPHOTOCOPIER	60	60	79	26	79	53	53	53	53	60	372	117	26
8510-7630-74550 PAPER & TONER COMPUTERPHOTOCOPIER	119	119	53	370	185	0	132	264	106	53	211	0	396
8510-7639-74550 PAPER & TONER COMPUTERPHOTOCOPIER	0	60	0	0	53	0	53	79	0	106	0	0	0
8510-7650-74550 PAPER & TONER COMPUTERPHOTOCOPIER	0	0	0	0	0	0	0	26	0	0	0	0	0
8510-7690-74550 PAPER & TONER COMPUTERPHOTOCOPIER	0	0	0	0	0	0	0	0	0	0	0	0	53
8510-7710-74550 PAPER & TONER COMPUTERPHOTOCOPIER	80	179	106	106	53	211	79	53	211	105	79	105	79
8510-7720-74550 PAPER & TONER COMPUTERPHOTOCOPIER	18	30	26	53	26	53	26	53	53	53	26	68	26
8510-7740-74550 PAPER & TONER COMPUTERPHOTOCOPIER	12	12	11	0	6	0	8	6	0	0	0	8	8
8510-7760-74550 PAPER & TONER COMPUTERPHOTOCOPIER	30	30	32	0	26	26	26	26	26	53	26	68	53
8510-8215-74550 PAPER & TONER COMPUTERPHOTOCOPIER	89	89	79	0	79	0	79	0	0	79	79	0	79
8510-8340-74550 PAPER & TONER COMPUTERPHOTOCOPIER	149	60	132	106	106	106	132	185	79	79	53	106	132
8510-8360-74550 PAPER & TONER COMPUTERPHOTOCOPIER	0	0	0	0	0	0	53	0	0	53	53	26	100
8510-8370-74550 PAPER & TONER COMPUTERPHOTOCOPIER	0	0	0	0	0	0	0	0	0	0	26	0	0
10-8380-74550 PAPER & TONER COMPUTERPHOTOCOPIER	0	30	0	66	79	106	26	53	26	0	3	8	0
50-7650 PAPER & TONER COMPUTERPHOTOCOPIER	0	0	0	0	26	26	0	0	0	0	0	0	0
60-7650 PAPER & TONER COMPUTERPHOTOCOPIER	0	0	53	0	0	53	79	0	53	0	21	0	53
63-7650 PAPER & TONER COMPUTERPHOTOCOPIER	0	0	53	0	0	0	0	0	0	0	0	0	0
70-7650 PAPER & TONER COMPUTERPHOTOCOPIER	0	0	26	0	0	0	26	0	0	0	26	0	0
8510-8480-74550 PAPER & TONER COMPUTERPHOTOCOPIER	0	0	26	0	(26)	0	0	0	0	0	0	0	0
8510-8485-74550 PAPER & TONER COMPUTERPHOTOCOPIER	0	0	26	26	0	0	26	0	26	0	26	0	0
8510-8530-74550 PAPER & TONER COMPUTERPHOTOCOPIER	0	0	0	0	0	0	0	0	79	0	0	(79)	0
8510-8350-74550 PAPER & TONER COMPUTERPHOTOCOPIER	0	0	0	0	0	0	0	0	0	106	0	0	106
8510-8810-74550 PAPER & TONER COMPUTERPHOTOCOPIER	0	0	53	159	185	0	0	53	53	106	79	53	53
8510-8550-74550 PAPER & TONER COMPUTERPHOTOCOPIER	89	60	106	79	79	53	106	106	106	0	132	185	0
8510-8575-74550 PAPER & TONER COMPUTERPHOTOCOPIER	30	0	0	26	0	0	26	0	0	0	26	0	0
8510-8700-74550 PAPER & TONER COMPUTERPHOTOCOPIER	238	238	211	211	0	132	211	106	106	238	200	(1,743)	0
8510-8710-74550 PAPER & TONER COMPUTERPHOTOCOPIER	299	119	0	0	66	79	79	79	0	106	106	185	0
8510-8720-74550 PAPER & TONER COMPUTERPHOTOCOPIER	60	0	209	53	53	53	106	53	106	0	185	106	0
8510-8752-74550 PAPER & TONER COMPUTERPHOTOCOPIER	30	0	0	26	0	26	26	26	26	0	26	0	53
8510-8753-74550 PAPER & TONER COMPUTERPHOTOCOPIER	0	0	0	0	0	6	0	0	0	0	0	0	0
Total: 74550 Paper & Toner Computer	3,589	3,023	2,735	3,593	2,897	2,767	3,364	3,435	2,984	2,761	3,519	1,938	2,991
74700 Employee Wearing Apparel													
8510-6010-74700 Employee Wearing Apparel	1,805	1,043	1,834	1,598	1,245	1,794	1,814	1,814	1,851	1 647	1,315	1 703	1,656
8510-6011-74700 Employee Wearing Apparel	0	0	0	0	0	0	0	0	0	34	0	0	0
8510-6151-74700 Employee Wearing Apparel	2,142	1,208	1,575	1,794	1,794	1 705	1,833	2,128	2,028	1,794	1 453	1,764	2,070
8510-6170-74700 Employee Wearing Apparel	1,794	1,138	1,552	1,681	1,617	1,575	1 740	2,235	1,851	1,574	1,759	2,094	2,068
8510-6171-74700 Employee Wearing Apparel	2,365	1,155	1 488	2,074	1,478	1,760	1,956	2,249	1,943	1,841	1,344	2,081	2,354
8510-6173-74700 Employee Wearing Apparel	0	0	0	0	0	0	0	0	11	0	0	0	0
8510-6440-74700 Employee Wearing Apparel	1 407	1,071	1,238	1,572	1 488	1,377	1,308	1,530	1,530	1,316	1,005	1,680	1,416
8510-6580-74700 Employee Wearing Apparel	1,680	1,028	1,224	1,851	1,711	1 419	1 433	2,044	1,723	1 176	1,092	1,682	626
8510-7010-74700 Employee Wearing Apparel	204	0	0	23	135	0	0	0	26	0	241	64	317
8510-7092 74700 Employee Wearing Apparel	0	0	0	0	0	0	0	0	45	0	0	0	0
8510-7230-74700 Employee Wearing Apparel	182	91	223	91	199	205	137	327	201	98	144	101	268
8510-7420-74700 Employee Wearing Apparel	2,310	2,061	2,771	1,813	2,913	2,649	3 328	2,432	2,728	2,666	1,474	2,311	2,494
8510-7421 74700 Employee Wearing Apparel	271	234	369	364	539	323	248	328	336	270	33	300	292
8510-7427-74700 Employee Wearing Apparel	45	45	89	91	91	137	91	91	91	72	48	86	0
8510-7500-74700 Employee Wearing Apparel	2,054	792	472	951	1,827	0	0	1,813	861	1,414	4,094	43	229
8510-7570-74700 Employee Wearing Apparel	764	167	163	1,554	3,079	70	155	139	197	96	112	139	700
8510-7630-74700 Employee Wearing Apparel	72	150	123	69	155	33	222	341	61	133	142	159	137
8510-7631 74700 Employee Wearing Apparel	0	0	0	0	0	698	0	0	0	0	0	0	0
8510-7710-74700 Employee Wearing Apparel	27	75	43	43	170	0	27	161	133	69	141	150	133
8510-7720-74700 Employee Wearing Apparel	0	0	0	0	11	0	0	0	0	0	0	0	0
8510-7760-74700 Employee Wearing Apparel	0	0	27	0	0	27	0	0	27	0	0	0	26
8510-8215-74700 Employee Wearing Apparel	24	0	121	0	119	0	64	30	0	0	0	28	0
8510-8350-74700 Employee Wearing Apparel	339	0	0	(121)	0	0	0	0	0	0	0	0	0
8510-8370-74700 Employee Wearing Apparel	0	0	143	0	0	0	0	46	0	0	0	0	0
8510-8380-74700 Employee Wearing Apparel	81	153	11	105	0	0	43	998	52	2,332	29	53	31
8510-8420-74700 Employee Wearing Apparel	402	0	423	417	881	0	0	104	455	736	0	0	1,668
8510-8460-74700 Employee Wearing Apparel	0	0	0	0	0	0	0	0	0	23	0	0	0
8510-8580-74700 Employee Wearing Apparel	338	0	0	0	0	0	0	0	0	0	0	0	0
8510-8763-74700 Employee Wearing Apparel	0	0	0	0	0	0	0	0	0	0	0	0	128
Total: 74700 Employee Wearing Apparel	19,495	11,446	13,575	15,670	19,259	13,669	13,757	18,493	15,791	16,953	14,368	14,425	16,716
74800 Instruments & Minor Medical Eq													
8510-6151 74800 Instruments & Minor Medical Eq	0	0	0	1,725	157	0	0	1,253	0	0	0	0	0
8510-6173-74800 Instruments & Minor Medical Eq	0	0	0	0	0	0	0	0	0	0	0	140	13
8510-7010-74800 Instruments & Minor Medical Eq	0	0	0	590	64	0	0	0	0	0	0	0	0
8510-7071-74800 Instruments & Minor Medical Eq	0	0	0	0	0	0	0	0	61	12	0	0	0
8510-7230-74800 Instruments & Minor Medical Eq	0	0	0	0	0	0	0	0	634	0	0	0	0
8510-7420-74800 Instruments & Minor Medical Eq	30,824	8,987	47,269	31 491	18,818	49 406	42,505	44,386	30,926	21,709	21,525	19 102	18,181
8510-7421-74800 Instruments & Minor Medical Eq	14,305	821	1,007	7,727	2,911	4,094	3,779	14,015	4,936	14,380	4 131	5,812	(70)
8510-7570-74800 Instruments & Minor Medical Eq	0	321	357	33	0	0	0	0	0	0	425	45	334
8510-7630-74800 Instruments & Minor Medical Eq	0	0	0	0	0	0	118	11	0	1,052	0	0	0
8510-7631 74800 Instruments & Minor Medical Eq	0	0	0	0	0	0	0	0	0	0	0	126	0
8510-7720-74800 Instruments & Minor Medical Eq	415	415	461	345	530	461	599	200	461	978	553	435	464
8510-7760-74800 Instruments & Minor Medical Eq	834	0	0	0	0	0	0	0	0	0	0	0	2,518
8510-8010-74800 Instruments & Minor Medical Eq	0	0	71	0	0	0	0	0	0	0	0	0	0
8510-8340-74800 Instruments & Minor Medical Eq	14	0	0	102	0	8	61	21	1,179	394	2,094	3,633	1,004
Total: 74800 Instruments & Minor Medical Eq	46,491	10,552	50,059	42,114	21,262	53,969	47,060	59,891	37,705	38,132	28,828	29,297	22,434
74900 Other Minor Equip													
0-74900 Other Minor Equip	0	0	0	0	0	0	0	717	201	0	0	452	0
79-74900 Other Minor Equip	3,980	1,990	1,990	1,990	1,990	4 169	1,990	0	4,358	0	2,178	1,990	199
0-74900 Other Minor Equip	0	0	0	139	0	0	0	53	0	0	0	0	0
7420-74900 Other Minor Equip	2,691	98	668	3,021	1,375	0	215	13	2,498	515	0	763	3,140
10-7421 74900 Other Minor Equip	6	0	0	150	0	0	153	18	0	0	0	25	113
8510-7520-74900 Other Minor Equip	0	0	0	347	0	0	0	0	0	0	0	1,253	0
8510-7570-74900 Other Minor Equip	0	0	0	0	5,293	0	0	0	0	0	328	0	0
8510-7600-74900 Other Minor Equip	1,990	1,990	199	3,980	0	2,179	1,990	0	2,179	4,169	2,365	1,990	1,990

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8510-7660-74500 Other Minor Equip	0	0	0	0	0	0	0	376	0	0	0	0	0
8510-7760-74500 Other Minor Equip	0	0	0	0	0	0	0	0	0	352	0	0	0
8510-7762-74500 Other Minor Equip	0	0	0	0	0	0	4,686	632	0	0	0	0	0
8510-7770-74500 Other Minor Equip	2,376	0	0	0	0	0	0	0	0	0	0	0	0
8510-7852-74500 Other Minor Equip	0	0	0	0	0	117	0	0	0	0	0	0	0
8510-8370-74500 Other Minor Equip	827	0	0	0	1,929	38	1,768	0	0	0	579	0	0
8510-8380-74500 Other Minor Equip	252	0	577	42	0	0	630	0	60	0	617	382	0
8510-8450-74500 Other Minor Equip	17	0	0	0	0	0	0	0	0	0	0	0	0
8510-8470-74500 Other Minor Equip	0	0	0	0	157	0	101	0	0	0	0	0	0
8510-8510-74500 Other Minor Equip	0	0	0	0	0	0	0	0	0	0	0	4,631	0
8510-8530-74500 Other Minor Equip	0	0	2,970	(2,970)	0	0	0	0	0	0	0	0	0
8510-8761-74500 Other Minor Equip	0	0	0	0	0	0	0	579	803	76	0	0	0
Total: 74500 Other Minor Equip	11,929	3,998	8,452	7,500	10,765	8,503	11,822	2,868	11,100	8,411	8,269	11,524	8,432
74550 Software Computer													
8510-7181-74550 Software Computer	0	0	0	0	0	0	0	0	0	0	0	0	700
8510-7600-74550 SOFTWARE COMPUTER	0	0	0	0	0	0	0	0	0	0	0	1,591	0
8510-8480-74550 SOFTWARE COMPUTER	0	0	0	3,070	(3,070)	0	0	0	0	0	0	0	0
8510-8700-74550 SOFTWARE COMPUTER	678	678	678	678	678	678	678	678	678	678	678	(8,782)	0
8510-8720-74550 SOFTWARE COMPUTER	0	0	0	0	0	0	65	0	0	0	0	0	76
Total: 74550 Software Computer	678	678	678	3,948	(2,392)	678	944	678	678	678	678	(7,190)	776
74560 Hardware Computer													
8510-7181-74560 HARDWARE COMPUTER	0	0	0	0	692	0	0	0	0	0	0	0	0
8510-7330-74560 HARDWARE COMPUTER	351	955	0	0	0	0	0	0	460	0	0	0	0
8510-7650-74560 HARDWARE COMPUTER	0	0	0	0	480	0	0	0	0	0	0	0	0
8510-8215-74560 HARDWARE COMPUTER	0	0	0	0	0	0	0	0	0	0	1,310	0	0
8510-8480-74560 HARDWARE COMPUTER	2,943	1,031	(1,370)	37	306	0	0	0	0	0	0	0	0
8510-8510-74560 HARDWARE COMPUTER	32	0	0	(7)	0	0	0	0	0	0	0	0	0
Total: 74560 Hardware Computer	3,331	1,986	(1,370)	30	1,378	0	0	0	460	0	1,310	0	0
75000 Other Non-Medical Supplies													
8510-6010-76000 Other Non-Medical Supplies	723	779	1 637	1 057	705	926	1,834	737	2,975	1 972	1 095	1,511	1,724
8510-6011 76000 Other Non-Medical Supplies	18	18	12	25	22	29	22	6	28	74	9	12	8
8510-6030-76000 Other Non-Medical Supplies	0	0	0	0	0	0	0	300	0	0	0	0	0
8510-6161-76000 Other Non-Medical Supplies	3,967	3,457	3,844	2,977	1 782	2,503	3,105	2,362	3,290	4,610	2,454	2,511	3,747
8510-6170-76000 Other Non-Medical Supplies	3,262	2,159	2,174	2,078	1,255	1,045	2,373	2,146	2,223	2,934	1,005	1,885	2,637
8510-6171 76000 Other Non-Medical Supplies	2,977	1,143	474	1 179	874	696	1,004	638	432	1,200	1 144	690	2,171
8510-6173-76000 Other Non-Medical Supplies	307	261	251	537	944	376	376	734	386	321	359	243	358
8510-6440-76000 Other Non-Medical Supplies	431	840	653	813	811	649	894	806	685	681	948	823	1,219
8510-6590-76000 Other Non-Medical Supplies	1,029	747	682	1,455	932	693	806	802	699	1,105	650	423	304
8510-7010-76000 Other Non-Medical Supplies	1,257	1,655	1,040	(74)	799	713	983	1,237	1,522	2,190	1,326	894	874
8510-7071 76000 Other Non-Medical Supplies	337	78	33	254	86	1,717	406	1 772	207	225	658	477	(1,391)
8510-7075-76000 Other Non-Medical Supplies	0	0	452	4	0	0	1,275	537	12	0	0	0	0
8510-7079-76000 Other Non-Medical Supplies	97	20	85	81	89	83	0	87	70	34	24	71	90
8510-7080-76000 Other Non-Medical Supplies	11	14	0	25	7	0	0	0	0	0	0	0	0
8510-7092 76000 Other Non-Medical Supplies	35	0	43	338	31	92	61	106	88	35	43	76	65
8510-7094-76000 Other Non-Medical Supplies	0	0	0	0	0	0	0	0	0	466	0	44	0
8510-7095-76000 Other Non-Medical Supplies	31	0	(389)	(19)	0	0	0	0	0	0	0	14	66
8510-7096-76000 Other Non-Medical Supplies	0	0	0	253	0	0	0	0	2	0	0	0	0
8510-7181-76000 Other Non-Medical Supplies	52	176	700	765	4 197	350	33	354	22	45	0	715	78
8510-7230-76000 Other Non-Medical Supplies	434	340	1 728	191	1,287	362	791	1,949	346	916	857	595	1,202
8510-7310-76000 Other Non-Medical Supplies	0	0	0	0	0	0	0	0	0	22	0	0	0
8510-7400-76000 Other Non-Medical Supplies	0	0	0	0	1,246	0	115	0	0	0	0	0	0
8510-7450-76000 Other Non-Medical Supplies	7,839	6,898	12,436	9,859	13,801	9,462	17,589	12,830	8,202	13,035	7,180	6,176	8,767
8510-7421 76000 Other Non-Medical Supplies	551	298	247	686	494	136	671	446	692	934	593	142	306
8510-7427 76000 Other Non-Medical Supplies	0	695	89	0	48	32	0	96	0	43	8	48	48
8510-7500-76000 Other Non-Medical Supplies	1,520	1,093	2,694	874	1,189	727	1 771	5,333	553	1,501	2,413	1,690	2,576
8510-7520-76000 Other Non-Medical Supplies	1,099	646	370	300	1,039	219	538	641	645	328	407	776	550
8510-7540-76000 Other Non-Medical Supplies	84	87	66	134	87	157	87	68	425	200	355	742	437
8510-7560-76000 Other Non-Medical Supplies	0	0	0	0	0	0	0	0	12	0	(12)	0	0
10-7570-76000 Other Non-Medical Supplies	3,851	3,012	3,817	4,348	3,753	5,678	3,176	10,078	10,009	8,121	4,720	4,011	2,887
7580-76000 Other Non-Medical Supplies	42	84	140	69	69	64	79	1 143	173	130	649	142	25
20-76000 Other Non-Medical Supplies	0	0	0	40	0	0	50	50	0	0	0	46	0
7630-76000 Other Non-Medical Supplies	433	625	4,622	837	917	447	399	1 167	1,766	1,081	2,995	892	(1 430)
7631 76000 Other Non-Medical Supplies	0	0	0	0	0	0	0	0	836	2,520	0	0	0
8510-7639-76000 Other Non-Medical Supplies	0	120	0	0	66	0	204	26	0	43	140	0	0
8510-7650-76000 Other Non-Medical Supplies	24	974	320	25	0	25	11	769	84	0	0	28	177
8510-7650-76000 Other Non-Medical Supplies	0	0	0	157	0	0	0	155	0	0	0	0	155
8510-7670-76000 Other Non-Medical Supplies	225	150	0	0	131	0	0	0	0	0	907	0	0
8510-7680-76000 Other Non-Medical Supplies	0	0	8	0	0	0	0	0	0	7	0	0	0
8510-7691 76000 Other Non-Medical Supplies	181	0	133	0	0	0	0	0	0	0	38	0	0
8510-7710-76000 Other Non-Medical Supplies	140	103	104	306	56	349	13	91	89	33	76	57	2,602
8510-7720-76000 Other Non-Medical Supplies	644	104	239	1 796	150	401	192	258	247	176	288	648	433
8510-7730-76000 Other Non-Medical Supplies	0	0	0	208	15	0	185	18	0	36	188	16	29
8510-7740-76000 Other Non-Medical Supplies	689	165	1,035	260	174	725	(2,352)	4,396	80	1,059	1,094	225	(253)
8510-7760-76000 Other Non-Medical Supplies	(200)	397	910	734	929	766	447	681	541	2,872	1 045	3,154	1,364
8510-7770-76000 Other Non-Medical Supplies	106	96	76	43	66	74	56	127	43	66	80	67	425
8510-7790-76000 Other Non-Medical Supplies	0	0	0	0	0	0	0	0	0	0	4	0	0
8510-7852 76000 Other Non-Medical Supplies	(601)	524	(302)	816	219	696	(730)	857	318	1,351	8,100	(1 140)	(595)
8510-7921 76000 Other Non-Medical Supplies	0	0	0	0	0	0	0	428	0	41	0	0	0
8510-8020-76000 Other Non-Medical Supplies	(280)	0	0	280	0	0	(280)	280	0	0	0	(280)	0
8510-8215-76000 Other Non-Medical Supplies	1,343	0	12	7	0	0	0	0	10	0	12	0	0
8510-8340-76000 Other Non-Medical Supplies	284	1,208	138	304	192	7,128	(1,826)	192	331	24	363	487	4,976
8510-8350-76000 Other Non-Medical Supplies	2,015	0	0	0	0	0	0	0	0	0	0	0	0
8510-8355-76000 Other Non-Medical Supplies	68	60	60	43	73	47	79	108	76	43	65	60	72
8510-8370-76000 Other Non-Medical Supplies	39	11	4	50	24	0	84	7	7	1,821	476	0	4
8510-8380-76000 Other Non-Medical Supplies	2,747	1,655	1,120	24,254	2,761	531	1 924	4,620	4,262	17,990	(3,348)	11,796	(714)
8510-8420-76000 Other Non-Medical Supplies	37	38	16	242	22	17	27	24	7	2,405	17	226	0
8510-8440-76000 Other Non-Medical Supplies	195	44	83	51	105	298	84	85	221	491	200	202	111
8510-8450-76000 Other Non-Medical Supplies	494	(69)	178	783	131	215	(318)	4,578	321	99	98	(310)	376
8510-8455-76000 Other Non-Medical Supplies	24	493	205	18	69	0	23	2,497	1,049	11,106	89	1,223	163
8510-8470-76000 Other Non-Medical Supplies	473	336	(72)	527	18	34	559	321	87	60	62	132	45
8510-8480-76000 Other Non-Medical Supplies	935	81	2,738	3,009	(3,808)	0	0	0	0	0	0	0	0
8510-8485-76000 Other Non-Medical Supplies	0	0	22	11	11	14	14	11	11	29	14	14	21
8510-8520-76000 Other Non-Medical Supplies	4	0	0	0	68	48	0	4,622	127	98	0	(5,175)	0
8510-8530-76000 Other Non-Medical Supplies	623	649	933	699	429	748	533	930	476	2,321	592	648	657
8510-8610-76000 Other Non-Medical Supplies	(276)	25	7	699	366	1,634	402	1,810	40	11	22	3,772	22
8510-8530-76000 Other Non-Medical Supplies	0	0	0	0	0	1,320	0	8,500	0	0	0	0	0
8510-8850-76000 Other Non-Medical Supplies	0	14	(788)	226	48	14	(830)	696	32	18	25	29	(696)
8510-8870-76000 Other Non-Medical Supplies	21	0	0	0	0	1	0	0	0	0	0	21	0
8510-8873-76000 Other Non-Medical Supplies	0	0	0	0	0	0	0	0	0	0	0	25	0
8510-8700-76000 Other Non-Medical Supplies	1,045	91	26	36	52	143	29	55	35	41	60	(857)	0
8510-8710-76000 Other Non-Medical Supplies	14	14	14	0	14	7	11	14	14	14	14	29	18
8510-8720-76000 Other Non-Medical Supplies	17	18	26	27	17	29	36	20	33	17	33	255	20
8510-8751 76000 Other Non-Medical Supplies	0	0	0	0	0	0	0	1,054	109	0	0	0	0
8510-8752 76000 Other Non-Medical Supplies	11	18	14	7	11	0	11	11	11	11	7	11	22
8510-8753-76000 Other Non-Medical Supplies	0	0	0	0	0	0	0	42	16	0	498	0	0
8510-8953-76000 Other Non-Medical Supplies	0	0	132	0	0	0	0	1,662	0	0	0	0	2,664
8510-8980-76000 Other Non-Medical Supplies	48	107	0	0	50	0	102	480	27	0	0	791	72
Total: 75000 Other Non-Medical Supplies	40,971	34,651	45,109	63,879	36,715	46 191	37,224	84,726	49,119	84,616	41,715	43,268	37,629
75005 Cost Reduction Rebate & Discount													
8510-8400-75005 Cost Reduction Rebate & Discount	(180,739)	(19,100)	(19,100)	(98,439)	(24,249)	66,616	(30,058)	(16,323)	(21,113)	(28,593)	(32,759)	(71,262)	30,837
Total: 75005 Cost Reduction - Rebate & Discount	(180,739)	(19,100)	(19,100)	(98,439)	(24,249)	66 616	(30,058)	(16,323)	(21,113)	(28,593)	(32,759)	(71,262)	30,837
75050 Books & Manuals													
8510-6580-75050 BOOKS & MANUALS	284	0	0	0	0	0	0	0	0	0	0	0	0
8510-7420-75050 BOOKS & MANUALS	0	0	0	0	0	345	0	49	0	0	0	0	0
8510-7670-75050 BOOKS & MANUALS	490	0	0	0	0	0	0	256	0	0	0	0	0
8510-7852 75050 BOOKS & MANUALS	0	0	0	0	0	0	0	0	729	0	0	0	0
8510-8215-75050 BOOKS & MANUALS	0	0	1 771	0	0	0	0	0	0	0	0	0	0
Total: 75050 Books & Manuals	774	0	1,771	0	0	345	0	304	729	0	0	0	0
75220 Freight													
8510-6010-75220 Freight	9	31	0	0	(23)	6	0	24	9	36	0	0	58
8510-6030-75220 Freight	0	0	0	0	0	0	0	49	0	0	0	0	0
8510-6151 75220 Freight	18	26	60	17	8	0	0	26	0	18	0	0	49
8510-6170-75220 Freight	8	0	51	0	0	0	0	0	0	0	0	0	0
10-6171 75220 Freight	0	0	26	49	0	0	0	8	0	0	0	0	0
172 75220 Freight	0	0	0	0	0	0	0	0	0	0	0	0	0
173-75220 Freight	0	0	0	49	0	0	0	0	0	0	0	0	37
175-75220 Freight	0	0	0	0	0	0	0	10	0	0	0	0	0
0-75220 Freight	0	0	8	0	0	0	0	0	0	0	0	0	0
10-7010-75220 Freight	169	0	235	28	228	8	36	45	18	72	0	0	29
8510-7071 75220 Freight	0	0	11	0	0	0	0	17	0	0	0	0	10
8510-7075-75220 Freight	8	0	0	22	0	0	0	0	0	0	0	0	0
8510-7925-75220 Freight	8	0	0	0	0	0	0	0	0	0	0	0	0

Verity Healt Systems
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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8510-7181 75220 Freight	251	0	0	37	33	6	0	29	0	25	0	0	142
8510-7230-75220 Freight	0	0	0	301	8	0	0	0	0	18	0	0	0
8510-7400-75220 Freight	0	0	0	0	0	0	10	0	0	9	0	0	27
8510-7420-75220 Freight	7,097	1,188	5,924	4,251	(1 169)	2,173	1,348	10 428	1,344	5,682	0	0	10,333
8510-7421 75220 Freight	2,686	720	2,505	2,279	398	679	383	4 117	1,880	2,736	0	0	3,765
8510-7427 75220 Freight	0	0	0	0	0	0	0	17	0	0	0	0	0
8510-7429-75220 Freight	0	0	0	0	0	0	0	0	0	9	0	0	9
8510-7450-75220 Freight	0	0	0	0	0	0	0	8	0	0	0	0	0
8510-7470-75220 Freight	0	0	0	0	(10)	0	0	0	0	0	0	0	0
8510-7500-75220 Freight	3,794	1,542	3,057	1 137	3,549	3,537	3,768	5,601	1,022	265	0	0	7,821
8510-7512 75220 Freight	0	0	0	0	0	0	0	0	0	0	0	0	7,820
8510-7520-75220 Freight	85	31	84	8	61	0	0	162	0	132	0	0	144
8510-7540-75220 Freight	92	0	16	0	0	18	0	30	0	37	0	0	52
8510-7570-75220 Freight	1,128	101	894	982	(308)	259	49	3,118	490	722	0	0	2,015
8510-7580-75220 Freight	26	6	0	0	(2)	0	0	15	9	17	0	0	33
8510-7610-75220 Freight	0	0	0	0	0	0	0	0	0	0	0	0	9
8510-7620-75220 Freight	14	0	12	0	0	0	0	10	0	0	0	0	0
8510-7630-75220 Freight	748	210	1,083	535	(159)	71	49	1,373	494	770	0	0	2,509
8510-7631-75220 Freight	143	0	62	276	0	17	406	155	102	32	0	0	529
8510-7650-75220 Freight	0	0	11	0	0	0	0	44	0	0	0	0	0
8510-7660-75220 Freight	0	0	0	0	0	0	0	0	0	12	0	0	0
8510-7670-75220 Freight	186	0	32	30	(5)	105	44	84	0	212	0	0	134
8510-7680-75220 Freight	61	0	0	188	(49)	0	0	88	88	37	0	0	145
8510-7710-75220 Freight	922	47	173	440	742	946	263	329	826	169	107	538	467
8510-7720-75220 Freight	294	41	176	266	(82)	93	17	443	45	253	0	0	659
8510-7730-75220 Freight	0	0	0	8	8	0	0	0	0	0	0	0	0
8510-7740-75220 Freight	0	0	11	8	0	0	0	19	0	0	0	0	533
8510-7760-75220 Freight	305	93	221	253	156	182	8	12,165	16	364	0	0	668
8510-7770-75220 Freight	0	0	0	0	0	0	0	0	0	10	0	0	0
8510-7852 75220 Freight	0	0	92	0	0	0	0	17	0	27	0	0	174
8510-7871-75220 Freight	45	0	0	0	0	0	0	0	0	0	0	0	0
8510-8215-75220 Freight	37	0	0	0	(6)	0	0	0	0	0	0	0	40
8510-8350-75220 Freight	4,660	1,452	5,151	5,752	(177)	1,979	1,054	7,258	5,690	5,447	251	192	5,159
8510-8430-75220 Freight	8,690	1,307	3,888	4,695	555	1,020	1,193	5,048	970	3,174	68	0	13,292
8510-8440-75220 Freight	0	0	0	0	0	0	0	0	0	0	0	0	541
8510-8460-75220 Freight	8	0	8	0	0	0	0	16	27	0	0	0	0
8510-8485-75220 Freight	104	8	67	67	72	0	0	182	56	210	0	0	317
8510-8490-75220 Freight	148	11	60	0	(7)	8	0	0	0	0	0	0	0
8510-8492-75220 Freight	140	0	(42)	42	0	0	0	0	0	0	0	0	0
8510-8530-75220 Freight	1,051	35	5,131	0	253	103	84	258	126	141	0	(8,177)	0
8510-8591 75220 Freight	81	0	24	18	0	0	0	75	0	11	0	0	39
8510-8610-75220 Freight	0	0	8	42	170	119	(42)	405	221	68	0	(34)	18
8510-8550-75220 Freight	0	0	0	0	(9)	0	0	44	0	0	0	0	0
8510-8570-75220 Freight	8	0	0	0	0	0	0	0	0	0	0	0	9
8510-8595-75220 Freight	0	0	0	0	0	29	0	32	0	0	0	0	0
Total: 75220 Freight	29,877	6,853	28,744	22,333	4,159	10,783	8,637	51,455	14,464	24,691	424	(5,475)	80,448
76300 Tfr To Cthr CC-Supplies:													
8510-7710-76300 Tfr To Cthr CC-Supplies	(49,793)	(31,597)	(25,844)	(23,178)	(48,904)	(44,355)	(103,141)	(68,935)	(62,532)	(25,686)	(30,732)	(85,641)	(32,764)
Total: 76300 Tfr To Cthr CC-Supplies	(49,793)	(31,597)	(25,844)	(23,178)	(48,904)	(44,355)	(103,141)	(68,935)	(62,532)	(25,686)	(30,732)	(85,641)	(32,764)
76700 Tfr Fm Cthr CC-Supplies:													
8510-7071 76700 Tfr Fm Cthr CC-Supplies	1,258	92	92	321	473	9	97	616	0	1,225	306	0	3
8510-7092 76700 Tfr Fm Cthr CC-Supplies	8,025	0	6,338	1,065	10,270	531	1,920	0	0	0	9,739	154	0
8510-7181 76700 Tfr Fm Cthr CC-Supplies	329	0	0	760	4,007	0	10,122	4,424	0	3,159	0	0	847
8510-7420 76700 Tfr Fm Cthr CC-Supplies	8,625	0	1,375	0	0	0	9,455	0	0	0	0	0	0
8510-7470-76700 Tfr Fm Cthr CC-Supplies	756	0	0	0	0	10,316	72,091	43,294	71,278	0	0	72,790	0
8510-7570-76700 Tfr Fm Cthr CC-Supplies	1,359	8,360	7,525	1,630	4,001	0	2,273	8,051	8,859	7,003	3,698	8,345	3,638
8510-7630-76700 Tfr Fm Cthr CC-Supplies	0	12,113	2,048	0	7 110	15,694	0	8,812	0	11,855	0	1,525	1,781
8510-7631-76700 Tfr Fm Cthr CC Supplies	9,474	0	0	0	0	0	0	0	0	0	0	0	1,353
8510-7650-76700 Tfr Fm Cthr CC Supplies	2,486	8,378	3,886	1,090	0	10,578	0	0	0	0	3,153	3,496	3,453
8510-7680-76700 Tfr Fm Cthr CC-Supplies	4,040	11,624	8,103	1,728	5,468	7,127	10 454	3,700	2,448	1,536	13,582	1,831	1,918
10-7630-76700 Tfr Fm Cthr CC-Supplies	15,400	0	0	36	0	0	0	37	0	0	764	0	19,655
7760-76700 Tfr Fm Cthr CC-Supplies	0	0	0	0	32	0	0	0	258	8	0	393	105
10-76700 Tfr Fm Cthr CC-Supplies	0	0	0	0	0	0	0	0	0	0	0	97	0
10-75700 Tfr Fm Cthr CC-Supplies	0	0	0	0	16,544	0	0	0	0	0	0	0	0
Total: 76700 Tfr Fm Cthr CC-Supplies	49,793	31,597	29,844	6,631	48,904	44,355	103,141	69,935	82,832	25,686	30,732	85,641	32,764
Total - Supplies	**4,583,259**	**3,906,502**	**4,454,673**	**4,166,791**	**4,152,619**	**4,069,737**	**4,620,291**	**5,343,454**	**4,343,671**	**4,693,654**	**4,512,342**	**4,446,816**	**3,300,006**
PS - Professional Fees:													
72200 Consultant & Mgmt Fees:													
8510-8580-72200 Consultant & Mgmt Fees	0	0	0	0	0	0	0	0	0	0	0	19,333	5,409
8510-7181 72200 Consultant & Mgmt Fees	0	0	0	0	0	0	0	0	0	0	3,000	0	0
8510-7030-72200 Consultant & Mgmt Fees	0	0	0	0	0	0	5,350	1,000	0	0	0	0	0
8510-7650-72200 Consultant & Mgmt Fees	0	1 055	1,217	0	0	0	0	1,568	0	0	0	0	5,257
8510-7680-72200 Consultant & Mgmt Fees	0	0	0	0	0	0	0	1,750	0	0	0	0	0
8510-7691 72200 Consultant & Mgmt Fees	0	0	1,600	0	0	0	0	0	0	0	0	0	0
8510-8510-72200 Consultant & Mgmt Fees	0	0	280	280	8,116	7 153	8,645	0	100,053	0	31 128	8,758	0
8510-8511-72200 Consultant & Mgmt Fees	0	0	0	0	0	0	0	0	0	0	0	0	900
8510-8610-72200 Consultant & Mgmt Fees	4,625	25,000	19,130	(25,000)	0	0	0	109,391	(100,000)	(24,622)	0	0	(148,350)
8510-8700-72200 Consultant & Mgmt Fees	0	0	0	0	0	0	0	0	0	1,155	(558)	(607)	0
Total: 72200 Consultant & Mgmt Fees	4,625	26 069	22,227	(18,865)	7,153	8,648	8,350	113,709	553	(23,667)	33,633	28,690	(136,785)
72300 Legal:													
8510-8510-72300 Legal	214	7,527	(14 188)	1 607	0	0	(1 000)	8 159	6,128	(3,457)	(5,021)	(1,034)	(4,859)
8510-8510-72300 Legal	(1,129)	3,743	24,315	3,411	(4,203)	14 484	43,621	(16,397)	0	13,233	10,167	5,726	134,991
8510-8530-72300 Legal	0	7,819	0	0	0	0	0	0	0	0	0	0	0
8510-8754-72300 Legal	12,913	12,446	(10,391)	6,029	(968)	30,691	10,000	0	0	0	2,600	7,973	90
Total: 72300 Legal	4,998	31,535	(361)	11,045	(5,156)	45 976	52,621	(7,148)	6,128	9 769	8,756	15,665	130,221
Total - Professional Fees	**9,623**	**57,401**	**21,876**	**(5,839)**	**1,994**	**53,721**	**60,221**	**106,561**	**6,601**	**(13,901)**	**40,299**	**40,256**	**(6,563)**
Out-Of-Area- Network Expense													
75110 Purch Serv-Out-Of-Network Cost:													
8510-7620-75110 Purch Serv-Out-Of-Network Cost	0	(429)	0	0	0	0	0	0	0	0	0	0	0
8510-7600-75110 Purch Serv-Out-Of-Network Cost	1,299,825	1,690 137	1,362,316	721,760	1,302,961	1,041,909	1,835,474	1 450,707	1,956,627	2,360,376	2,231,047	(279,814)	(193,945)
Total: 75110 Purch Serv-Out-Of-Network Cost	1,299,825	1,689 708	1,362,316	721,760	1 302,961	1 041,909	1,835,474	1 450,707	1,956,627	2,360,376	2,231,047	(279,814)	(193,945)
Total - Out-Of-Area- Network Expense	**1,299,825**	**1,689,708**	**1,362,916**	**721,760**	**1,302,961**	**1,041,909**	**1,835,474**	**1,450,707**	**1,956,627**	**2,360,376**	**2,231,047**	**(279,814)**	**(193,945)**
PS - Intercompany Related Organization:													
75410 Corporate Management Svcs:													
8510-8594-75410 Corporate Management Svcs	238,772	1,422,418	854,601	394,872	945,576	1,088,233	914,484	1,021,312	757,200	944,379	998,671	1,072,032	929,666
Total: 75410 Corporate Management Svcs	238,772	1,422,418	854,601	394,872	945,576	1,088,233	914,484	1 021,312	757,200	944,379	998 671	1,072,032	929,666
75415 Integrity Management Svcs:													
8510-8594-75415 Management Fee Charges	917,835	963,011	963,011	963,011	963,011	963,011	963,011	963,011	963,011	963,011	963,011	963,011	963,011
Total: 75415 Integrity Management Svcs	917,835	963,011	963 011	963,011	963,011	963,011	963,011	963,011	963,011	963,011	963,011	963,011	963,011
75420 WSS And SO Allocation:													
8510-8594-75420 WSS And SO Allocation	158,884	163,938	178,325	182,859	113,693	143,259	123,129	313,658	190,654	177,705	217,220	157,698	345,977
Total: 75420 WSS And SO Allocation	158,884	163,938	178,325	182,859	113,693	143,259	123,129	313,658	190,654	177,705	217,220	157,698	345,977
75422 Purch Svcs IT Reimb Acct:													
8510-8594-75422 IT Management Fees	763,634	654,093	817,915	788,190	848,891	920,573	766,843	878,976	688,418	874,179	758,653	736,064	539,711
Total: 75422 Purch - Svcs IT Reimb Acct	763,634	654,093	817 915	788,190	848,891	920,573	766,843	878,976	688,418	874,179	758,653	736,064	539,711
75429 PFS Outsource Net Expense:													
8510-8530-75429 PFS Outsource Net Expense	437,343	436,143	0	251,627	407,738	419,668	(32,615)	450,414	431,228	328,289	552,985	779,262	399 039
Total: 75429 PFS Outsource Net Expense	437,343	436,143	0	251,627	407,738	419,668	(32,615)	450,414	431,228	328,289	552,985	779,262	399,039
1 Purch Service Rel Org Regions:													
0-75441 PS Related Org Reg Lab Testing	(1,015)	(660)	(1 454)	(1,040)	(1,338)	(1,585)	(1,869)	(1 811)	(8,056)	(3,045)	(5,002)	(2,388)	(2,358)
Total: 75441 Purch Service Rel Org Regions	(1,015)	(660)	(1 454)	(1,040)	(1,338)	(1,585)	(1,869)	(1,811)	(8,056)	(3,045)	(5 002)	(2,388)	(2,358)
Total - PS - Intercompany Related Organization	**2,513,233**	**3,648,613**	**2,622,397**	**2,668,518**	**3,277,260**	**3,532,957**	**2,727,932**	**3,325,561**	**3,224,448**	**3,226,519**	**3,484,953**	**3,715,638**	**3,175,648**
PS - Other:													
76100 Purch Serv-Medical:													

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	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8510-6181 76100 Purch Serv-Medical	0	0	0	0	0	590	0	0	0	0	0	0	0
8510-6640-76100 Purch Serv-Medical	249,832	241,000	239,828	236,725	232,000	228,700	244,844	237,728	208,857	212,909	228,019	234,716	249,906
8510-7075-76100 Purch Serv-Medical	0	0	0	0	0	0	0	0	0	0	0	0	1 785
8510-7095-76100 Purch Serv-Medical	0	0	8,520	53,523	29,710	(11,919)	600	5,400	5,300	5,400	5,550	5,800	13,043
8510-7183-76100 Purch Serv-Medical	20	0	0	0	0	0	0	0	0	0	0	0	0
8510-7420-76100 Purch Serv-Medical	69,536	31,707	39,201	(17,426)	34,476	31,209	31,173	15,998	22,859	39,045	44,245	35,944	29,250
8510-7421 76100 Purch Serv-Medical	31,400	29,004	22,463	55,970	43,983	29,468	43,909	27,731	31,350	36,900	43,315	39,858	(71,654)
8510-7500-76100 Purch Serv-Medical	68,897	102,259	69,867	60,811	51,814	48,169	57,171	(39 735)	39,928	41,845	39,539	37,250	68,306
8510-7520-76100 Purch Serv-Medical	30,532	27,557	17,000	24,000	76,297	43,153	19,741	17,750	40,602	31,529	29,917	29,757	30,850
8510-7540-76100 Purch Serv-Medical	20 475	250	0	0	0	0	0	0	0	0	0	1 075	0
8510-7630-76100 Purch Serv-Medical	0	0	0	0	0	2,398	0	0	0	0	0	0	0
8510-7631 76100 Purch Serv-Medical	(2,040)	16,585	3,155	4,175	8,115	13,930	11,050	7,740	12,142	8,115	11,993	10,642	11,610
8510-7650-76100 Purch Serv-Medical	843	0	945	945	945	945	945	945	945	0	1,890	945	945
8510-7670-76100 Purch Serv-Medical	13,440	13,635	8,985	16,573	(5,823)	11,397	10,390	7,950	7,200	7 100	3,573	3,900	11,452
8510-7710-76100 Purch Serv-Medical	6,972	(2,205)	6,369	13,471	(668)	7,200	7,028	6,413	8,100	10,790	6,285	7,300	(43,500)
8510-7740-76100 Purch Serv-Medical	433	976	345	941	332	440	402	834	219	0	0	0	889
8510-7770-76100 Purch Serv-Medical	127,577	117,001	128,572	145,046	120,000	104,795	84,045	98,829	120,658	109,680	109,655	103,405	200,300
8510-7780-76100 Purch Serv-Medical	30,776	29,452	29,028	38,655	30,000	31,579	27,521	30,864	34,048	31,620	31,629	11,598	15,832
8510-7785-76100 Purch Serv-Medical	69,530	79,588	77,725	87,316	81,000	76,838	84,093	69,726	79,208	76,100	75,028	59,491	97,014
8510-7790-76100 Purch Serv-Medical	0	0	0	0	0	0	0	0	0	0	0	0	81
8510-7852 76100 Purch Serv-Medical	10,835	124,177	240,683	250,704	221,418	77,249	94,251	248,668	218,035	149,843	153,531	178,418	173,743
8510-7855-76100 Purch Serv-Medical	0	1,150	2,978	295	7,950	2,055	8,495	(13,840)	2,025	3,330	0	3,175	295
8510-7858-76100 Purch Serv-Medical	0	0	0	579	0	0	0	0	0	0	0	2,637	0
8510-7871 76100 Purch Serv-Medical	10,270	17,940	12,658	14,800	(5,920)	8,450	7,440	8,415	7 470	2,630	5,335	400	10,788
8510-8580-76100 Purch Serv-Medical	0	0	0	0	0	656	0	0	0	0	0	0	0
8510-8610-76100 Purch Serv-Medical	0	0	0	0	0	0	0	2,600	0	0	0	0	0
8510-8630-76100 Purch Serv-Medical	0	0	250	0	0	0	0	0	0	0	0	0	0
8510-8650-76100 Purch Serv-Medical	0	0	0	0	0	0	0	0	139	0	0	0	0
Total: 76100 Purch Serv-Medical	754,729	821,575	869,620	1,018,190	924,230	696,339	693,155	732,613	639,813	768,237	792,942	797,318	801,018
76105 PURC. SERV Organs Purchased													
8510-7652 76105 PURC. SERV Organs Purchased	308,700	319,500	0	221,850	0	441,000	132,300	91,800	183,600	226,800	140 400	413,100	137,700
8510-7655-76105 PURC. SERV Organs Purchased	56,400	44,500	0	43,200	0	86,400	0	0	0	0	89,000	0	44,500
Total: 76105 PURC. SERV Organs Purchased	365,100	364,000	0	265,050	0	527,400	132,300	91,800	183,600	226,800	229,400	413,100	182,200
76200 Purch Serv-Repairs & Maintenanc													
8510-6181 76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	0	0	0	0	695
8510-7040 76200 Purch Serv-Repairs & Maintenan	1,955	1,301	1,301	1,301	1,301	256	256	263	258	258	258	258	258
8510-7071 76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	2,841	(2,841)	0	0	0	0	0
8510-7079 76200 Purch Serv-Repairs & Maintenan	259	0	200	83	0	166	0	0	273	6	0	382	83
8510-7092 76200 Purch Serv-Repairs & Maintenan	619	619	283	632	632	0	2,781	2,781	0	400	0	0	0
8510-7095-76200 Purch Serv-Repairs & Maintenan	0	0	336	0	0	0	0	0	0	0	0	0	0
8510-7181-76200 Purch Serv-Repairs & Maintenan	1,848	1,848	1,848	1,848	1,848	1,848	1,848	20 103	(17,010)	1,848	(33,768)	1,848	8,406
8510-7420-76200 Purch Serv-Repairs & Maintenan	3,398	9,027	343	8,055	10,644	3,769	13,591	4,536	8,974	3,764	8,004	2,950	1,455
8510-7421-76200 Purch Serv-Repairs & Maintenan	(8,642)	55,706	5,110	9,822	9,852	1 436	(2,304)	22,797	7,052	8,715	8,744	11,585	427
8510-7500-76200 Purch Serv-Repairs & Maintenan	0	0	5,597	0	0	0	0	0	0	0	0	0	525
8510-7570-76200 Purch Serv-Repairs & Maintenan	107	0	0	0	0	0	0	0	0	0	0	0	1,863
8510-7630-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	0	0	(26,222)	4,956	28,819
8510-7631 76200 Purch Serv-Repairs & Maintenan	10,271	10,271	0	0	20,540	2	10,271	10,271	10,271	10,271	(2,739)	11,819	8,852
8510-7650-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	0	0	(23,958)	0	0
8510-7655-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	4,128	0	0	0	33,253	8,853
8510-7670-76200 Purch Serv-Repairs & Maintenan	10,577	0	0	0	0	0	0	0	0	0	0	0	0
8510-7680-76200 Purch Serv-Repairs & Maintenan	0	0	10,577	20,746	25	10,555	45	(10,539)	0	0	(31 732)	42,648	10,552
8510-7710-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	1,275	10,268	0	0	0
8510-7760-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	345	33	0	0	0	0	0	0
8510-7852 76200 Purch Serv-Repairs & Maintenan	0	0	696	17	0	0	0	0	0	0	3,495	420	0
8510-8340-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	30,972	2,166	0	0	0	0	0	24,014
8510-8380-76200 Purch Serv-Repairs & Maintenan	0	(970)	0	970	0	0	(970)	970	0	0	0	0	4,254
8510-8420-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	0	0	0	10 100	4,881
8510-8460-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	26 120	0	0	0	0	1 650	91,203
8510-8485-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	18,760	0	0	0	0	0
12-8470-76200 Purch Serv-Repairs & Maintenan	11,545	(11,545)	0	0	0	0	0	0	0	0	0	0	0
10-76200 Purch Serv-Repairs & Maintenan	2,727	5,657	586	4,727	(11,180)	0	0	527	(527)	0	0	0	0
10-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	7,141	0	0	0	0
725-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	0	0	0	0	0	0	0	6,200	0
765-76200 Purch Serv-Repairs & Maintenan	0	0	0	0	450	0	0	0	0	0	0	0	0
Total: 76200 Purch Serv-Repairs & Maintenan	33,365	72,912	29,806	47 521	29,921	49,377	55,618	71,781	14,345	36,235	(102,928)	126,216	190,832
76250 Repairs & Maintenance Other Contract													
8510-6010-76250 Repairs & Maintenance Other Contract	0	0	0	0	0	0	0	0	0	0	0	0	695
8510-6181 76250 Repairs & Maintenance Other Contract	760	820	0	0	0	0	0	0	0	0	895	1,210	10
8510-7010-76250 Repairs & Maintenance Other Contract	0	0	0	0	0	0	0	0	3,674	969	969	859	1,809
8510-7079-76250 Repairs & Maintenance Other Contract	0	0	0	0	0	0	0	0	0	0	2,733	0	0
8510-7181 76250 Repairs & Maintenance Other Contract	0	1,095	0	0	0	0	0	0	0	6,033	(25,750)	0	6,883
8510-7420-76250 Repairs & Maintenance Other Contract	0	0	0	0	0	0	0	20 428	0	0	4,983	12,833	9,870
8510-7500-76250 Repairs & Maintenance Other Contract	0	(30,000)	0	0	1,500	0	0	0	311	0	0	284	2,757
8510-7570-76250 Repairs & Maintenance Other Contract	0	0	(450)	450	0	0	1,750	1,872	0	0	9,534	0	0
8510-7590-76250 Repairs & Maintenance Other Contract	0	0	0	0	0	0	0	10,000	0	0	0	0	0
8510-7630-76250 Repairs & Maintenance Other Contract	0	0	13,725	10,000	0	0	0	18 144	0	0	13,832	14,368	18,208
8510-7631-76250 Repairs & Maintenance Other Contract	0	(40,027)	0	0	0	0	0	0	0	0	31 139	0	0
8510-7630-76250 Repairs & Maintenance Other Contract	0	0	0	0	0	0	0	2,050	0	0	0	0	0
8510-7655-76250 Repairs & Maintenance Other Contract	0	0	0	0	0	0	0	0	0	0	1,440	0	2,050
8510-7680-76250 Repairs & Maintenance Other Contract	0	0	0	0	0	4,133	0	0	3,950	0	0	0	0
8510-7670-76250 Repairs & Maintenance Other Contract	0	0	0	0	0	0	0	0	0	0	3,570	0	0
8510-7681 76250 Repairs & Maintenance Other Contract	0	0	0	0	0	640	0	0	0	0	0	0	0
8510-7710-76250 Repairs & Maintenance Other Contract	0	0	0	0	0	0	0	1 872	0	0	417	0	0
8510-7720-76250 Repairs & Maintenance Other Contract	0	0	0	0	0	0	0	0	0	0	0	0	6,700
8510-7740-76250 Repairs & Maintenance Other Contract	(547)	0	801	1,491	834	2,757	(1 181)	13,682	12,703	20,710	0	37,272	7,739
8510-7760-76250 Repairs & Maintenance Other Contract	3,955	11,850	8,810	2,185	9,830	3,018	8,880	1,525	9,255	145	35	0	(276)
8510-7770-76250 Repairs & Maintenance Other Contract	0	0	0	0	0	0	0	2,810	0	0	0	0	0
8510-7681 76250 Repairs & Maintenance Other Contract	0	0	0	0	0	0	0	0	0	0	0	0	4,932
8510-8340-76250 Repairs & Maintenance Other Contract	0	0	0	0	0	1,620	0	0	0	0	0	0	0
8510-8380-76250 Repairs & Maintenance Other Contract	14 405	4,382	13,572	3	7,832	9 128	4,875	5,800	20,644	(2,111)	(2,545)	19,215	5,857
8510-8420-76250 Repairs & Maintenance Other Contract	(421)	0	0	0	0	0	0	0	0	0	0	0	0
8510-8440-76250 Repairs & Maintenance Other Contract	0	0	(225)	0	0	0	0	0	0	0	0	0	0
8510-8460-76250 Repairs & Maintenance Other Contract	13,918	(20,412)	7,315	203	101	0	7,030	20,948	1 118	14,396	1,000	344	64 191
8510-8485-76250 Repairs & Maintenance Other Contract	0	0	0	0	0	0	0	0	0	0	0	0	3,003
8510-8470-76250 Repairs & Maintenance Other Contract	0	5,525	0	1,024	0	0	953	0	0	0	0	0	(169)
8510-8480-76250 Repairs & Maintenance Other Contract	14,020	2,175	(16,195)	0	14,020	0	0	0	0	0	0	0	0
8510-8650-76250 Repairs & Maintenance Other Contract	0	0	0	0	0	0	0	0	0	0	5,195	0	0
Total: 76250 Repairs & Maintenance Other Contract	45,630	(63,626)	27,357	15,326	34,521	21,321	21,350	96,036	60,865	40,140	50,526	94,076	130,072
76300 Purch Serv-Collection Agencies													
8510-8530-76300 Purch Serv-Collection Agencies	8,874	4,814	(128)	(4,358)	10,348	8,400	7,354	23,844	3,122	625	654	(54,414)	0
Total: 76300 Purch Serv-Collection Agencies	8,874	4,814	(128)	(4,358)	10,348	8,400	7,354	23,844	3,122	625	654	(54,414)	0
76900 Purch Serv-Outside Organizatio													
8510-6010-76900 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	0	1,820	(310)	0	0
8510-6181 76900 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	0	3,150	(434)	0	0
8510-6770-76900 Purch Serv-Outside Organizatio	0	0	0	1,200	0	573	0	0	0	713	(320)	0	0
8510-6171 76900 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	0	1,459	(319)	0	0
8510-6173-76900 Purch Serv-Outside Organizatio	0	0	0	0	0	0	2,575	0	0	1,084	(362)	0	0
8510-6640-76900 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	0	1 169	(406)	0	0
8510-6580-76900 Purch Serv-Outside Organizatio	0	0	0	818	0	0	0	0	0	1 001	(220)	0	0
8510-7010-76200 Purch Serv-Outside Organizatio	(5,000)	0	7,652	11,370	28,897	32,059	665	3,723	6,469	5,332	8,150	7,053	6,090
8510-7071 76900 Purch Serv-Outside Organizatio	832	0	0	0	1,250	0	1 118	678	229	2,921	2,027	309	649
8510-7075-76900 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	0	371	0	0	0
8510-7079-76900 Purch Serv-Outside Organizatio	748	714	600	950	721	749	741	707	763	602	855	0	673
8510-7092 76900 Purch Serv-Outside Organizatio	1,962	2,370	13,403	955	1,988	495	991	719	725	1,291	(155)	531	672
8510-7095-76900 Purch Serv-Outside Organizatio	7,902	0	18,475	8,285	8,287	0	8,605	12,657	0	692	(22)	300	3,000
8510-7181 76900 Purch Serv-Outside Organizatio	2,643	134	313	3,627	270	259	0	681	0	578	336	67	2,653
8510-7230-76900 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	0	2,108	(37)	0	0
8510-7420-76900 Purch Serv-Outside Organizatio	0	24,031	0	0	0	0	0	0	0	0	0	0	0
8510-7421 76900 Purch Serv-Outside Organizatio	0	0	0	0	720	0	0	0	320	0	0	0	0
8510-7500-76200 Purch Serv-Outside Organizatio	(2,000)	0	0	0	0	0	0	10,332	5,262	2,858	(454)	0	0
8510-7570-76200 Purch Serv-Outside Organizatio	1,291	0	0	0	898	0	0	8,040	0	433	577	0	0
8510-7590-76900 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	0	597	(166)	0	3,316
8510-7630-76200 Purch Serv-Outside Organizatio	1,139	(1 139)	1,172	556	0	0	318	(111)	0	3,495	(449)	342	174
8510-7631-76200 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	0	65	(53)	0	0
10-7650-76900 Purch Serv-Outside Organizatio	3,690	0	0	0	0	0	0	317	0	0	12,498	2,500	2,500
7570-76900 Purch Serv-Outside Organizatio	0	0	2,310	(2,310)	0	0	0	0	0	0	0	0	0
1-76900 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	0	75	(75)	0	0
10-76200 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	0	3,734	(761)	0	0
5-76900 Purch Serv-Outside Organizatio	230	0	4,082	0	0	0	0	0	0	82	0	0	0
0-7740-76900 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	440	0	0	0	0	0
8510-7770-76900 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	0	509	0	0	0
8510-7852 76900 Purch Serv-Outside Organizatio	971	4,942	2,810	1 428	957	2,038	5,676	3,972	1,355	4,983	(149)	1,276	25,543
8510-7855-76900 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	0	0	0	0	24,000

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8510-7000-76000 Purch Serv-Outside Organizatio	76,352	76,513	171,412	85,492	57,685	57,169	76,405	100,406	91,859	101,027	99,276	96,593	111,691
8510-8215-76000 Purch Serv-Outside Organizatio	0	5,697	5,819	5,697	5,697	5,697	2,852	2,852	2,852	12,824	4,009	1,765	2,852
8510-8340-76000 Purch Serv-Outside Organizatio	206,640	257,366	245,384	264,717	201,514	180,423	222,605	219,482	312,850	213,401	233,639	238,387	312,770
8510-8360-76000 Purch Serv-Outside Organizatio	759	2,520	432	793	253	594	1,311	1,057	515	257	118	0	483
8510-8370-76000 Purch Serv-Outside Organizatio	773	0	2,494	1,166	(3,658)	859	(1,300)	5,114	3,643	1,505	2,784	(11,629)	3,186
8510-8371-76000 Purch Serv-Outside Organizatio	48,776	49,856	59,416	52,900	52,864	51,965	47,009	47,009	59,670	47,009	47,009	58,076	63,419
8510-8380-76000 Purch Serv-Outside Organizatio	4,116	5,470	4,336	9,764	2,006	12,805	7,845	(4,657)	16,814	7,269	3,151	5,868	13,921
8510-8400-76000 Purch Serv-Outside Organizatio	1,111	0	(147)	1,448	(1,301)	60	(700)	2,389	0	5,492	1,725	12,752	0
8510-8420-76000 Purch Serv-Outside Organizatio	13,579	7,836	18,859	23,040	18,286	21,888	39,769	(3,764)	22,422	17,536	15,578	21,376	20,236
8510-8440-76000 Purch Serv-Outside Organizatio	405,556	386,189	372,541	351,392	229,421	314,145	271,131	301,253	420,949	258,353	296,357	298,494	378,180
8510-8460-76000 Purch Serv-Outside Organizatio	428,681	250,548	379,105	321,112	203,849	284,266	488,736	353,472	413,866	318,017	333,557	357,955	436,581
8510-8465-76000 Purch Serv-Outside Organizatio	83,368	401,218	(34,276)	162,230	177,337	176,693	176,147	148,102	0	0	0	0	2,833
8510-8470-76000 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	0	394	0	0	0
8510-8480-76000 Purch Serv-Outside Organizatio	263	0	0	2,092	(2,092)	0	0	0	0	0	0	0	0
8510-8485-76000 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	0	49	0	0	0
8510-8510-76000 Purch Serv-Outside Organizatio	121	184	1,006	125	0	290	0	0	0	130	310	2,677	321
8510-8511-76000 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	720	0	0	0	0	0
8510-8520-76000 Purch Serv-Outside Organizatio	3,240	0	0	0	0	0	0	0	0	0	0	0	0
8510-8554-76000 Purch Serv-Outside Organizatio	0	0	5,375	0	0	0	0	0	0	0	0	0	0
8510-8580-76000 Purch Serv-Outside Organizatio	593	595	594	592	1,813	549	549	553	0	3,702	(173)	598	606
8510-8810-76000 Purch Serv-Outside Organizatio	0	0	21	1,253	8,259	1,263	10,001	0	0	1,435	(170)	0	13,820
8510-8815-76000 Purch Serv-Outside Organizatio	(217 152)	19,157	19,527	21,936	21,873	18,657	0	45,336	18,657	25,657	19,657	33,052	19,657
8510-8816-76000 Purch Serv-Outside Organizatio	864	0	0	0	0	0	0	0	0	0	0	0	0
8510-8817-76000 Purch Serv-Outside Organizatio	0	0	2,833	0	0	0	0	506	0	0	0	0	0
8510-8830-76000 Purch Serv-Outside Organizatio	2,766	457	(3,850)	(5,430)	15,583	(3,839)	3,586	(10,200)	600	5,400	(1 100)	5,900	1,900
8510-8835-76000 Purch Serv-Outside Organizatio	240	750	360	150	150	525	647	360	220	0	150	220	220
8510-8850-76000 Purch Serv-Outside Organizatio	(3,540)	595	(14,000)	22,872	18,056	12,843	18,000	(3,397)	5,468	41,697	15,055	12,112	5,169
8510-8890-76000 Purch Serv-Outside Organizatio	400	0	0	0	0	0	0	0	0	297	(118)	0	0
8510-8890-76000 Purch Serv-Outside Organizatio	5,521	0	0	0	0	0	0	0	0	0	0	0	0
8510-8700-76000 Purch Serv-Outside Organizatio	(2)	3,801	10,947	0	0	3,521	0	3,553	0	30,383	3,920	(59,357)	0
8510-8710-76000 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	1,575	1,006	0	0	0
8510-8720-76000 Purch Serv-Outside Organizatio	0	117	0	6,804	276	0	0	0	4,155	722	(324)	0	2,425
8510-8751-76000 Purch Serv-Outside Organizatio	2,644	3,392	6,068	2,120	9 068	5,592	36,871	18,059	5,445	26,065	20 478	28,298	27,525
8510-8752 76000 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	0	17	0	0	0
8510-8753-76000 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	0	359	0	0	0
8510-8764-76000 Purch Serv-Outside Organizatio	0	65	0	0	0	0	0	0	0	0	150	0	209
8510-8794-76000 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	0	0	0	0	1 445
8510-8890-76000 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	0	0	0	0	1,000	0
8510-9283-76000 Purch Serv-Outside Organizatio	24,009	24,320	23,423	22,200	24,871	29,760	24,500	(19,822)	(54,750)	12,028	13,797	0	0
8510-9550-76000 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	7,530	0	0	0	0	0
8510-9552 76000 Purch Serv-Outside Organizatio	0	0	0	0	0	0	0	145	0	0	0	0	0
8510-9580-76000 Purch Serv-Outside Organizatio	3,694	838	688	662	2,623	4,573	3,324	1,076	2,140	886	1,801	2,729	2,853
Total: 76000 Purch Serv-Outside Organizatio	1,122,700	1,479,778	1,224,295	1,287,284	1,109,570	1,212,429	1 426,310	1,298,472	1,350,035	1,201,182	1,129,821	1,129,642	1,610,689
76004 Transcription Services (Non MR:													
8510-7071-76004 Transcription Services (Non MR	722	0	2,089	3,329	2,626	2,637	0	2,641	3,304	2,601	3,694	3,736	7,860
8510-7652 76004 Transcription Services (Non MR	0	0	0	0	0	0	0	0	0	0	3,795	0	6,333
Total: 76004 Transcription Services (Non MR	722	0	2,089	3,329	2,626	2,637	0	2,641	3,304	2,601	7,689	3,736	14,193
76000 CHFT Pledge:													
8510-8510-76000 Purch Ser CHFT Pledge	0	0	0	0	(40,144)	0	(84,954)	84,593	(2,118)	(2,118)	(2,118)	(15,278)	(12,886)
Total: 76000 CHFT Pledge	0	0	0	0	(40,144)	0	(84,954)	84,593	(2,118)	(2,118)	(2,118)	(15,278)	(12,886)
76907 PURCHASED SERVICES LIKEN:													
85 10-7010-76907 PURCHASED SERVICES LIKEN	0	0	0	0	0	77	0	0	0	0	0	0	(429)
8510-8360-76907 PURCHASED SERVICES LIKEN	38,227	28,796	17,280	41,877	46,340	43,845	41,819	(2,054)	37,778	51,704	110,903	59,292	37 152
8510-8380-76907 PURCHASED SERVICES LIKEN	0	0	0	0	0	1,650	0	0	0	0	0	0	0
Total: 76907 PURCHASED SERVICES LIKEN	38,227	28,796	17,280	41,877	46,340	45,572	41,819	(2,054)	37,778	51,704	110,903	59,292	36,723
76910 Printing & Forms:													
10-7010-76910 Printing & Forms	48	299	63	0	31	31	31	0	0	0	0	0	0
7021 76910 Printing & Forms	0	0	0	0	0	0	0	0	0	0	0	0	59
52 76910 Printing/Photocopying/Stationery	0	0	0	0	0	0	0	0	0	0	0	0	32
53-76910 Printing & Forms	0	0	0	0	0	0	0	0	0	3,816	0	0	0
10-76910 Printing & Forms	0	0	0	0	276	0	0	0	0	0	0	0	0
10-8530-76910 Printing & Forms	0	0	0	0	0	0	0	0	0	0	0	0	152
8510-8710-76910 Printing/Photocopying/Stationery	43	0	0	0	0	0	0	0	0	0	0	0	0
8510-8720-76910 Printing/Photocopying/Stationery	0	0	0	0	0	0	0	0	0	0	0	0	488
8510-8763-76910 Printing & Forms	749	0	0	0	0	0	0	0	92	0	0	0	0
Total: 76910 Printing & Forms	839	299	63	0	307	31	31	0	92	3,816	0	0	776
76911 Software Support & Maintenance:													
8510-8530-76911 Software Support & Maintenance	(5,700)	1,358	0	0	0	0	0	0	0	0	0	(1,358)	0
Total: 76911 Software Support & Maintenance	(5,700)	1,358	0	0	0	0	0	0	0	0	0	(1,358)	0
76921 Purch Serv Accretion Exp Rnd7													
8510-8890-76921 Purch Serv Accretion Exp Rnd7	125,644	0	0	0	0	0	0	0	0	0	0	0	132,742
Total: 76921 Purch Serv Accretion Exp Rnd7	125,644	0	0	0	0	0	0	0	0	0	0	0	132,742
Total - PIS - Other	**2,529,131**	**2,706,629**	**2,167,485**	**2,771,290**	**2,117,819**	**2,564,323**	**2,268,884**	**2,369,669**	**2,491,305**	**2,327,681**	**2,217,039**	**2,511,319**	**2,888,060**
Rental & Leases:													
77600 RentalLease Costs-Buildings:													
8510-7071-77600 RentalLease Costs-Buildings	25,570	25,570	25,570	25,570	19,137	25,203	25,774	24,442	25,106	25 106	25 106	25,106	25,106
8510-7052 77600 RentalLease Costs-Buildings	22,344	22,344	22,344	22,344	16,657	21,937	22,435	21,275	21,853	21,856	21,856	21,856	21,856
8510-7065-77600 RentalLease Costs-Buildings	10,240	10,240	10,240	10,240	7,634	10,054	10,282	9,751	10,015	10,015	10,016	10,016	10,016
8510-7181 77600 RentalLease Costs-Buildings	24,553	24,553	24,553	24,553	(371)	15,527	25,057	22,297	22,357	22,357	22,357	22,357	22,357
8510-7621 77600 RentalLease Costs-Buildings	11,856	11,856	11,856	11,856	(176)	7,769	13,210	10,490	10,490	10 490	10 490	10,490	10 490
8510-7652-77600 RentalLease Costs-Buildings	29,868	29,868	29,868	29,868	23,179	29,360	33,859	25,138	29,401	29 401	30,510	29,291	29 401
8510-8510-77600 RentalLease Costs-Buildings	10,669	10,669	10,669	10,669	(1,748)	6,588	10,812	8,100	8,100	8,100	8,100	8,100	9,685
Total: 77600 RentalLease Costs-Buildings	134,900	134,900	134,900	134,900	84,317	116,450	143,938	121,491	127,257	127,257	128,366	126,147	129,961
77600 RentalLease Costs Equip:													
8510-8310-77600 RentalLease Costs-Equip	0	0	0	0	0	0	1,050	2,855	0	0	0	0	0
8510-7420-77600 RentalLease Costs-Equip	114,912	22,962	23,332	39,061	(18,000)	507	18,248	18 196	18,196	16,242	19,251	45,248	45,248
8510-7470-77600 RentalLease Costs-Equip	0	0	0	12,639	0	0	0	0	0	9,727	0	3,556	0
8510-7500-77600 RentalLease Costs-Equip	2,835	5,672	(10,579)	0	0	0	0	0	0	0	0	0	0
8510-7530-77600 RentalLease Costs-Equip	6,362	6,362	6,346	6,405	6,391	19,173	(5,326)	5,413	10 446	10,435	10,270	14 135	3,855
8510-7710-77600 RentalLease Costs-Equip	85,345	68,376	89	34,304	34,304	34,304	35,949	34,552	34,552	34,552	34,552	34,552	36,269
8510-7720-77600 RentalLease Costs-Equip	30,882	10,267	7,216	21,857	(6,609)	(21 534)	13,074	(2,810)	1,271	(599	1,250	1,450	3,207
8510-7760-77600 RentalLease Costs-Equip	0	0	0	0	0	0	0	106,055	36,019	36,019	35,537	34,712	35,652
8510-8360-77600 RentalLease Costs-Equip	113,620	83,090	273,997	143,330	208,038	213,860	108,573	80,222	128,529	124,358	128,916	123,917	83,899
8510-8460-77600 RentalLease Costs-Equip	6,855	(39)	4,323	4,807	4,250	4,500	2,052	2,172	0	11,572	2,293	21,520	17,260
8510-8470-77600 RentalLease Costs-Equip	0	0	0	0	0	0	0	0	0	0	0	0	2,375
8510-8480-77600 RentalLease Costs-Equip	24,342	24 197	(24, 197)	24,405	(24 405)	0	0	0	0	0	0	0	0
8510-8510-77600 RentalLease Costs-Equip	0	0	0	0	0	0	0	0	0	0	0	0	648,152
8510-8760-77600 RentalLease Costs-Equip	0	0	0	0	0	0	0	280	0	0	0	0	0
Total: 77600 RentalLease Costs-Equip	383,154	221 836	274,833	286,973	204 964	250 240	173,552	233,136	217,713	242,107	231 895	281,805	886,226
Total - Rental & Leases	**528,056**	**356,736**	**409,733**	**421,873**	**289,281**	**366,690**	**317,520**	**382,816**	**344,974**	**369,963**	**360,246**	**407,956**	**1,016,187**
Other Expenses:													
78300 Licenses & Taxes:													
8510-7010-78300 Licenses & Taxes	0	0	0	0	0	0	0	0	0	0	900	0	0
8510-7420-78300 Licenses & Taxes	0	0	0	0	0	975	0	0	0	0	0	0	0
8510-7500-78300 Licenses & Taxes	0	0	0	4,198	0	9,008	0	0	0	0	0	0	0
8510-7540-78300 Licenses & Taxes	0	194	0	0	0	0	0	0	0	598	0	0	0
8510-7630-78300 Licenses & Taxes	0	1,200	15,320	(12,620)	1,200	0	1,425	0	10,790	2,695	4 612	2,695	2,695
8510-7650-78300 Licenses & Taxes	1,200	0	0	0	0	0	0	0	0	0	0	0	0
8510-7681 78300 Licenses & Taxes	0	0	2,150	0	0	0	0	0	0	0	0	0	0
8510-7710-78300 Licenses & Taxes	0	0	0	0	0	0	1,956	0	0	0	0	0	0
8510-8215-78300 Licenses & Taxes	0	0	0	0	0	0	1 775	0	0	0	0	0	0
8510-8370-78300 Licenses & Taxes	0	210	595	0	0	482	0	0	0	0	0	0	0
8510-8460-78300 Licenses & Taxes	2,344	1,024	(681)	5,054	3,052	1,505	10,072	13,937	1,949	7 091	2,397	2,359	2,734
10-8510-78300 Licenses & Taxes	0	0	0	0	0	0	0	0	0	0	0	30	0
10-78300 Licenses & Taxes	16,696	19,853	20,280	10,679	23,153	19,963	19 122	39 429	21,478	18,226	21,725	21,724	21,723
Total: 78300 Licenses & Taxes	20,240	23,181	37,695	15,010	27,404	29,621	32,619	55,141	34,217	28,612	29,637	26,814	27,169
Property Taxes:													
8510-7630-79310 Property Taxes	0	0	0	0	1,263	0	0	0	0	0	0	0	0
8510-8380-79310 Property Taxes	0	0	10,192	(10 192)	1,631	0	0	0	0	0	0	0	0
8510-8552 79310 Property Taxes	575	575	575	575	575	575	1,306	945	880	945	945	945	945

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Total: 78310 Property Taxes	875	875	11,067	(6,317)	3,699	875	1,305	945	950	945	945	945	948
78400 Other Costs:													
8510-7010-78400 Other Costs	0	0	0	0	0	0	0	0	585	0	0	0	0
8510-8510-78400 Other Costs	17,886	13,774	(15,285)	17,848	14,411	4,490	6,491	5,812	11,439	9,448	8,759	10,335	9,673
Total: 78400 Other Costs	17,886	13,774	(15,285)	17,848	14,411	4,490	6,491	5,812	12,024	9,448	8,759	10,335	9,673
78500 Telephone/Telegraph:													
8510-7230-78500 Telephone/Telegraph	0	0	0	0	462	0	0	0	0	0	0	0	0
8510-7500-78500 Telephone/Telegraph	195	0	0	0	0	0	0	0	0	0	0	0	0
8510-7570-78500 Telephone/Telegraph	28	0	0	0	0	0	0	0	0	0	0	0	0
8510-7630-78500 Telephone/Telegraph	45	0	0	0	0	0	0	0	0	0	0	0	0
8510-8450-78500 Telephone/Telegraph	47,972	576	18,766	51,811	(1 122)	(5,532)	11,965	12,170	11,785	12,000	9,205	2,632	13,828
8510-8455-78500 Telephone/Telegraph	70	0	0	0	0	0	0	0	0	0	0	0	0
8510-8470-78500 Telephone/Telegraph	0	0	256	0	0	0	0	0	0	0	0	0	50
Total: 78500 Telephone/Telegraph	48,310	576	19,012	51,811	(660)	(5,532)	11,965	12,170	11,785	12,000	9,205	2,632	13,878
78502 Mobile Phones Service													
8510-8470-78502 Mobile Phones Service	0	2,695	0	4,631	1 898	0	2,305	4,686	2,400	2,350	2,347	2,332	2,330
Total: 78502 Mobile Phones Service	0	2,695	0	4,631	1,898	0	2,305	4,686	2,400	2,350	2,347	2,332	2,330
78600 Dues & Subscriptions:													
8510-7500-78600 Dues & Subscriptions	0	5,018	0	0	0	0	(224)	224	24,473	343	0	(224)	0
8510-7540-78600 Dues & Subscriptions	0	0	0	0	0	0	0	0	3,235	0	0	0	0
8510-7630-78600 Dues & Subscriptions	0	0	0	0	0	0	0	0	0	0	0	156	0
8510-7710-78600 Dues & Subscriptions	265	265	0	79	0	0	0	0	0	0	0	20,953	3,073
8510-7952 78600 Dues & Subscriptions	436	436	436	436	100	0	0	0	0	0	17,650	0	0
8510-8350-78600 Dues & Subscriptions	0	0	0	0	0	0	0	0	0	0	0	3,600	0
8510-8420-78600 Dues & Subscriptions	0	0	150	0	0	0	0	0	0	0	0	0	0
8510-8450-78600 Dues & Subscriptions	0	0	282	0	0	0	0	0	0	0	0	0	0
8510-8510-78600 Dues & Subscriptions	1,096	625	625	625	8,625	1,220	625	625	355	0	8,343	481	0
8510-8530-78600 Dues & Subscriptions	0	0	0	0	325	0	0	0	0	0	0	0	0
8510-8550-78600 Dues & Subscriptions	0	0	0	0	0	0	0	296	539	0	3,625	0	0
8510-8570-78600 Dues & Subscriptions	0	0	0	0	0	0	0	0	0	0	150	0	0
8510-8710-78600 Dues & Subscriptions	1,422	0	0	0	0	0	0	0	0	0	12,545	2,958	2,958
8510-8720-78600 Dues & Subscriptions	0	0	150	0	0	0	0	0	0	0	0	0	0
Total: 78600 Dues & Subscriptions	3,292	7,856	1,645	1,139	10,050	1,220	401	1,145	28,602	343	42,572	27,431	6,028
78700 Outside Training Sessions:													
8510-7552 78700 Outside Training Sessions	0	0	0	0	0	0	0	0	0	0	0	0	3,986
8510-8215-78700 Outside Training Sessions	0	0	0	0	200	0	0	0	0	0	0	4,254	(1,127)
8510-8455-78700 Outside Training Sessions	0	0	0	0	0	0	0	0	0	0	449	0	4,785
8510-8550-78700 Outside Training Sessions	0	0	106	0	0	0	0	0	0	0	0	0	0
8510-8720-78700 Outside Training Sessions	0	0	0	0	0	0	0	880	0	0	0	0	0
8510-8784-78700 Outside Training Sessions	0	0	0	0	799	0	0	0	0	0	0	0	0
Total: 78700 Outside Training Sessions	0	0	106	0	999	0	0	880	0	0	449	4,254	6,645
78750 Meetings & Conventions:													
8510-7183-78750 Meetings & Conventions	0	0	0	0	0	0	0	0	0	(42)	42	0	0
8510-7710-78750 Meetings & Conventions	0	0	0	0	0	600	0	0	0	0	0	0	0
8510-7952 78750 Meetings & Conventions	0	0	0	0	600	0	0	0	0	585	750	0	0
8510-7955-78750 Meetings & Conventions	133	0	0	0	0	0	0	0	0	0	0	0	0
8510-8510-78750 Meetings & Conventions	230	0	0	0	0	0	0	0	170	0	0	0	0
8510-8550-78750 Meetings & Conventions	0	0	0	0	0	0	0	0	424	0	0	0	0
8510-8710-78750 Meetings & Conventions	550	0	0	0	0	0	0	0	0	0	0	0	0
8510-8752 78750 Meetings & Conventions	0	0	0	0	0	0	0	0	0	0	0	355	0
8510-8784-78750 Meetings & Conventions	0	0	0	0	0	0	0	0	0	0	0	0	350
Total: 78750 Meetings & Conventions	913	0	0	0	600	600	0	0	594	543	792	355	350
Outside Training Business Meals:													
7183-78750 Outside Training Business Meals	0	0	0	0	0	0	0	0	0	42	(42)	0	0
7710-78750 Outside Training Business Meals	0	0	0	34	0	0	0	0	0	0	0	0	0
8510-8455-78750 Outside Training Business Meals	0	0	0	0	0	0	0	0	0	0	0	82	0
8510-8510-78750 Outside Training Business Meals	0	0	234	0	0	0	0	0	0	0	0	0	0
8510-8550-78750 Outside Training Business Meals	0	0	0	0	0	0	0	0	108	0	0	0	0
Total: 78750 Outside Training Business Meals	0	0	234	34	0	0	0	0	108	42	(42)	82	0
78800 Travel:													
8510-7095 78800 Travel	600	0	1,200	1,200	600	300	0	2,100	0	600	0	450	0
8510-8510-78800 Travel	(36)	34	0	0	969	8,387	(3,359)	6,527	(4,795)	2,387	6,781	(11,245)	1 766
8510-8550-78800 Travel	0	0	0	0	0	0	0	0	0	854	0	0	0
Total: 78800 Travel	564	34	1,200	1,200	1,569	8,687	(3,359)	8,627	(4,795)	4,141	6,781	(10,795)	1,766
78801 Travel Transportation:													
8510-8550-78801 Travel Transportation	0	0	0	0	0	0	0	81	0	0	0	0	0
Total: 78801 Travel Transportation	0	0	0	0	0	0	0	81	0	0	0	0	0
78802 Airfare & Rail:													
8510-7420-78802 Airfare	0	176	0	0	0	0	0	0	0	0	0	0	0
8510-7630-78802 Airfare	0	0	0	0	0	0	0	0	0	0	153	0	0
8510-7710-78802 Airfare	0	0	0	149	0	0	0	0	0	0	0	0	0
8510-7760-78802 Airfare	0	0	0	0	0	0	0	622	0	0	0	0	0
8510-7952 78802 Airfare	0	0	0	0	265	0	0	0	0	0	502	0	366
8510-8510-78802 Airfare	0	0	0	0	0	0	0	0	155	175	0	0	0
8510-8550-78802 Airfare	0	0	0	0	0	0	0	69	0	0	213	0	0
8510-8610-78802 Airfare	0	0	2,411	0	0	0	0	0	0	0	0	0	0
8510-8650-78802 Airfare	0	0	0	0	0	0	511	0	324	0	0	0	0
8510-8720-78802 Airfare	0	0	0	0	345	0	0	0	0	0	0	0	0
Total: 78802 Airfare & Rail	0	176	2,411	149	610	0	511	711	479	175	867	0	366
78803 Car Rental:													
8510-7710-78803 Car Rental	0	0	0	0	0	378	0	0	0	0	0	0	0
8510-7760-78803 Car Rental	0	0	0	0	0	0	0	49	0	0	0	0	0
8510-7952 78803 Car Rental	0	0	0	0	0	0	0	0	0	0	0	0	107
Total: 78803 Car Rental	0	0	0	0	0	378	0	49	0	0	0	0	107
78804 Gasoline:													
8510-7095 78804 Gasoline	0	0	0	0	0	0	91	0	0	0	50	0	0
8510-7760-78804 Gasoline	0	0	0	0	0	0	0	15	0	0	0	0	0
8510-7952 78804 Gasoline	0	0	0	0	0	0	0	0	0	48	0	0	11
8510-8720-78804 Gasoline	0	0	0	0	0	250	0	0	0	167	0	0	0
Total: 78804 Gasoline	0	0	0	0	0	250	91	15	0	215	50	0	11
78805 Mileage:													
8510-7952 78805 Mileage	265	254	355	311	118	259	432	235	237	527	421	125	0
8510-8455-78805 Mileage	0	0	0	0	0	0	0	0	0	0	0	95	0
8510-8510-78805 Mileage	0	0	0	0	0	0	0	0	0	37	0	0	0
8510-8515-78805 Mileage	15	0	0	0	0	0	0	0	0	0	0	0	0
8510-8530-78805 Mileage	0	0	0	34	11	0	0	0	0	0	0	0	0
8510-8710-78805 Mileage	45	0	0	0	0	0	0	0	0	0	0	0	0
8510-8720-78805 Mileage	0	0	0	0	0	0	0	0	0	37	0	0	0
8510-8752 78805 Mileage	0	0	0	0	0	0	0	0	0	0	0	0	65
8510-8784-78805 Mileage	0	0	0	0	0	0	0	0	0	0	0	0	10
Total: 78805 Mileage	330	254	355	345	129	259	432	235	237	601	421	220	64
78806 Parking & Tolls:													
8510-7095-78806 Parking & Tolls	0	0	0	0	0	0	0	0	0	0	10	0	0
8510-7630-78806 Parking & Tolls	0	100	0	0	0	0	0	0	0	0	0	0	0
8510-7630-78806 Parking & Tolls	0	0	0	0	0	0	0	0	0	0	62	0	0
8510-7710-78806 Parking & Tolls	0	0	0	0	0	2	0	0	0	0	0	0	0
8510-7952 78806 Parking & Tolls	0	0	0	0	0	0	0	0	0	53	0	0	110
10-8550-78806 Parking & Tolls	0	0	0	0	0	0	0	0	0	0	24	0	0
10-78806 Parking & Tolls	0	0	126	0	0	0	0	0	0	0	8	0	0
15-78806 Parking & Tolls	100	0	0	0	0	0	0	0	0	0	0	0	0
10-78806 Parking & Tolls	0	6	0	45	20	20	0	0	0	0	0	0	8
8550-78806 Parking & Tolls	0	0	0	0	0	0	45	0	0	0	0	0	0
10-8710-78806 Parking & Tolls	58	0	0	0	0	0	0	0	0	0	0	0	0
8510-8752-78806 Parking & Tolls	0	0	0	0	0	0	0	0	0	0	0	0	30
8510-8784-78806 Parking & Tolls	0	0	0	0	0	0	0	0	0	0	0	0	12

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Total: 78006 Parking & Tolls	155	106	136	45	20	22	49	0	0	53	94	0	157
78008 Lodging & Hotels:													
8510-7630-78008 Lodging & Hotels	0	0	0	0	0	0	0	0	0	0	355	0	0
8510-7710-78008 Lodging & Hotels	0	0	0	128	0	606	0	0	0	0	0	0	0
8510-7760-78008 Lodging & Hotels	0	0	0	0	0	0	0	232	0	0	0	0	0
8510-7952 78008 Lodging & Hotels	0	0	0	0	1 148	278	417	417	417	695	580	417	1 148
8510-7965-78008 Lodging & Hotels	0	0	0	0	139	139	139	0	139	278	0	278	0
8510-8453-78008 Lodging & Hotels	0	0	0	0	0	0	0	0	0	0	0	71	0
8510-8510-78008 Lodging & Hotels	0	0	0	0	0	0	0	0	408	1,045	0	0	0
8510-8520-78008 Lodging & Hotels	0	0	0	0	0	0	0	483	0	0	483	0	0
8510-8610-78008 Lodging & Hotels	0	0	365	594	0	0	0	0	0	0	0	0	0
8510-8650-78008 Lodging & Hotels	0	0	0	0	0	0	353	0	910	0	0	0	0
8510-8710-78008 Lodging & Hotels	458	0	0	0	0	0	0	0	0	0	0	0	0
Total: 78008 Lodging & Hotels	458	0	365	723	1,287	1,022	909	1,131	1,873	1,919	1,417	766	1,148
78010 Business Meals:													
8510-8151 78010 Business Meals Attendees	0	0	0	0	0	0	0	0	0	0	114	0	0
8510-8170-78010 Business Meals - Attendees	0	0	0	0	0	0	0	0	0	0	66	0	0
8510-7010-78010 Business Meals Attendees	0	0	696	0	0	0	0	0	0	0	0	0	0
8510-7595-78010 Business Meals - Attendees	0	0	0	0	0	0	47	0	0	0	76	0	99
8510-7630-78010 Business Meals Attendees	30	0	0	0	0	0	0	0	0	0	0	0	0
8510-7632-78010 Business Meals Attendees	0	0	0	0	0	0	0	0	0	0	66	0	0
8510-7710-78010 Business Meals Attendees	0	0	0	0	0	48	0	0	0	0	0	0	0
8510-7760-78010 Business Meals Attendees	0	0	0	0	0	0	0	60	0	0	0	0	0
8510-7952 78010 Business Meals Attendees	92	0	131	132	234	143	66	0	0	23	137	110	23
8510-8453-78010 Business Meals Attendees	0	0	0	0	0	0	0	0	0	0	0	17	0
8510-8510-78010 Business Meals Attendees	0	0	0	0	0	0	0	0	122	239	0	0	0
8510-8520-78010 Business Meals Attendees	0	0	0	0	0	0	0	20	0	0	152	0	0
8510-8610-78010 Business Meals Attendees	0	0	55	0	0	0	0	125	153	14	43	0	0
8510-8615-78010 Business Meals Attendees	44	0	0	0	0	0	0	0	0	0	0	0	0
8510-8630-78010 Business Meals Attendees	0	32	0	196	0	75	0	0	0	0	0	0	69
8510-8650-78010 Business Meals Attendees	0	0	0	0	0	0	120	0	157	0	0	0	0
Total: 78010 Business Meals	167	32	873	329	234	266	232	196	1,013	274	655	127	188
78011 Catering & Business Meals:													
8510-7952 78011 Catering and Business Meals	0	0	101	0	0	0	0	118	78	127	0	0	0
8510-8510-78011 Catering and Business Meals	0	0	0	0	0	0	0	108	80	0	0	0	0
Total: 78011 Catering & Business Meals	0	0	101	0	0	0	0	226	158	127	0	0	0
78013 Individual Meals													
8510-7630-78013 Individual Meals	60	0	0	0	0	0	0	0	0	0	0	0	0
8510-7952 78013 Individual Meals	0	0	0	0	21	0	0	0	0	0	49	0	0
8510-8510-78013 Individual Meals	0	0	0	0	0	0	0	0	154	113	0	0	0
8510-8520-78013 Individual Meals	0	0	0	0	0	0	0	0	0	0	65	0	0
8510-8610-78013 Individual Meals	0	53	374	65	0	0	0	0	0	0	0	0	0
8510-8650-78013 Individual Meals	0	0	0	0	0	0	0	0	77	0	0	0	0
Total: 78013 Individual Meals	60	53	374	65	21	0	0	0	240	113	115	0	0
78016 Internet/Online Fees:													
8510-8510-78016 Internet/Online Fees	0	0	0	0	0	0	0	0	6	0	0	0	0
Total: 78016 Internet/Online Fees	0	0	0	0	0	0	0	0	6	0	0	0	0
78017 Agency Booking Fees:													
8510-8650-78017 Agency Booking Fees	0	0	0	0	0	0	0	10	0	0	0	0	0
Total: 78017 Agency Booking Fees	0	0	0	0	0	0	0	10	0	0	0	0	0
78500 Recruiting:													
10-8510-78500 Recruiting	0	0	0	0	0	0	0	0	0	0	57,600	60,000	(19,570)
115-78500 Recruiting	66,666	16,667	16,667	16,667	16,667	16,667	16,667	16,667	33,653	18,626	19,008	19,626	36,307
160-78500 Recruiting	0	0	0	4,036	0	8,277	12,146	9,318	2,575	25,331	22,946	4,474	57,255
Total: 78500 Recruiting	66,666	16,667	16,667	20,703	16,667	24,944	28,813	25,985	36,229	43,957	110,414	70,000	86,993
79000 Other Expenses:													
8510-8010-79000 Other Expenses	2,000	0	0	0	0	0	0	0	0	0	0	0	0
8510-8151 79000 Other Expenses	0	150	0	0	0	0	0	0	0	0	122	0	0
8510-8170-79000 Other Expenses	0	0	47	0	0	0	49	0	0	0	105	0	0
8510-7010-79000 Other Expenses	0	0	252	0	0	0	0	0	0	0	0	0	0
8510-7590-79000 Other Expenses	0	0	0	0	0	215	0	0	0	0	0	0	0
8510-7595-79000 Other Expenses	0	0	0	0	0	0	0	0	0	0	0	0	1,173
8510-7952 79000 Other Expenses	0	0	0	0	0	12	0	0	0	0	0	742	0
8510-8350-79000 Other Expenses	0	0	0	0	0	0	0	0	0	0	0	0	1 765
8510-8355-79000 Other Expenses	0	0	0	0	0	0	500	0	0	0	0	0	0
8510-8450-79000 Other Expenses	0	0	0	0	0	0	0	0	0	0	350	0	0
8510-8510-79000 Other Expenses	0	0	0	0	0	0	0	0	0	0	0	0	8,859
8510-8520-79000 Other Expenses	0	0	0	0	412	0	0	0	355	0	70	0	0
8510-8610-79000 Other Expenses	5,456	1,083	32,540	12,854	2,609	323	12,230	803	2,052	518	2,360	10,261	21,733
8510-8610-79000 Other Expenses	20	0	0	0	0	0	0	0	0	0	0	0	0
8510-8630-79000 Other Expenses	0	84	0	0	0	0	0	0	0	0	0	0	15
8510-8650-79000 Other Expenses	145	84	0	0	0	0	0	0	0	0	0	27	0
8510-8710-79000 Other Expenses	0	0	0	278	0	0	0	0	0	0	0	0	0
8510-8754-79000 Other Expenses	0	0	0	0	0	1,400	0	0	0	1,500	0	0	0
8510-8850-79000 Other Expenses	0	0	0	0	0	25	0	0	0	0	0	0	0
Total: 79000 Other Expenses	7,622	1,321	32,840	13,142	3,021	2,173	12,792	802	2,417	2,018	3,039	11,030	33,245
79002 Other Advertising:													
8510-7630-79002 Other Advertising	0	0	601	0	0	0	0	0	0	0	0	0	0
8510-8510-79002 Other Advertising	0	0	0	0	0	0	0	0	0	0	0	0	2,575
Total: 79002 Other Advertising	0	0	601	0	0	0	0	0	0	0	0	0	2,575
79003 Gifts & Entertainment:													
8510-8510-79003 Gifts & Entertainment	0	0	0	0	0	0	0	0	6,000	0	0	0	0
8510-8710-79003 Gifts & Entertainment	0	0	0	0	0	0	0	0	0	599	105	0	0
8510-8720-79003 Gifts & Entertainment	0	0	0	0	0	0	0	0	0	16	0	0	3,310
Total: 79003 Gifts & Entertainment	0	0	0	0	0	0	0	0	6,000	1 015	105	0	3,310
79010 Postage:													
8510-7092 79010 Postage	0	0	0	0	0	0	0	0	0	0	0	0	210
8510-8370 79010 Postage	0	0	0	0	0	0	0	0	0	0	0	228	0
8510-8350-79010 Postage	(1,041)	1,839	154	176	12,000	12,110	1,500	14 488	18,000	17,149	(510)	8,051	17 497
8510-8700-79010 Postage	3,156	0	0	2,500	2,500	0	0	12,900	2,500	2,500	2,725	(25,929)	0
Total: 79010 Postage	2,115	1,839	154	2,676	14,500	12,110	1,500	27,388	19,500	19,649	2,215	(17,341)	17,707
79035 Cash Over or Short:													
8510-8550-79035 Cash Over or Short	150	0	0	0	0	0	0	0	0	0	0	0	0
Total: 79035 Cash Over or Short	150	0	0	0	0	0	0	0	0	0	0	0	0
79050 Community Benefit Expenses:													
8512-8510-79050 Community Benefit Expenses	0	0	0	0	5,196	0	1 664	0	0	0	0	0	0
8510-8515-79050 Community Benefit Expenses	500 000	0	0	0	0	0	0	0	0	0	0	0	500,000
Total: 79050 Community Benefit Expenses	500,000	0	0	0	5,196	0	1 664	0	0	0	0	0	500,000
79060 Charity:													
8510-8510-79060 Charity	0	0	0	0	0	0	0	0	0	0	300	0	0
Total: 79060 Charity	0	0	0	0	0	0	0	0	0	0	300	0	0
79072 Awards & Banquets:													
8510-8530-79072 Awards & Banquets	6,000	0	0	2,500	0	0	0	0	0	0	0	0	0
8510-8530-79072 Awards & Banquets	0	0	0	0	0	0	0	0	0	0	0	1,000	0
Total: 79072 Awards & Banquets	6,000	0	0	2,500	0	0	0	0	0	0	0	1,000	0
73 Contribution Fees:													
10-79073 Contribution Fees	0	0	0	0	4,244,573	0	12,478,985	1 144 828	1,098,481	1,098,481	1,098,481	2,296,215	2,078,441
Total: 79073 Contribution Fees	0	0	0	0	4,244,573	0	12,478,985	1,144,828	1,098,481	1,098,481	1,098,481	2,296,215	2,078,441
Advertising:													
8510-7071-79080 Advertising	76	0	0	0	0	0	0	0	280	0	0	0	0
8510-7092 79000 Advertising	0	0	0	0	0	0	0	0	0	0	0	0	45

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8510-7695-79200 Advertising	0	0	0	0	0	0	0	0	0	0	0	0	1,400
8510-7882 79200 Advertising	0	0	0	38	0	0	0	0	0	0	0	0	0
8510-8510-79200 Advertising	460	0	0	0	0	0	0	3,355	0	0	0	0	0
8510-8520-79200 Advertising	106	0	0	0	0	0	0	0	0	0	0	0	0
Total: 79200 Advertising	642	0	0	38	0	0	0	3,355	200	0	0	0	1,445
79690 Cash AP Offset Account:													
8510-9998-79690 Cash AP Offset Account	(577,702)	0	0	0	0	0	0	0	0	0	0	0	47,339
Total: 79690 Cash AP Offset Account	(577,702)	0	0	0	0	0	0	0	0	0	0	0	47,339
79693 Cash PPE Purchase Temp Acct Account:													
8510-9998-79693 Cash PPE Purchase Temp Acct	577,702	0	0	0	0	0	0	0	0	0	0	0	(47,339)
Total: 79693 Cash PPE Purchase Temp Acct Account	577,702	0	0	0	0	0	0	0	0	0	0	0	(47,339)
79698 Cash Repayment Temp Acct													
8510-9998-79698 Cash Repayment Temp Acct	68,242	69,430	69,430	69,430	69,430	69,430	69,430	69,430	69,430	69,430	69,430	69,430	69,430
Total: 79698 Cash Repayment Temp Acct	68,242	69,430	69,430	69,430	69,430	69,430	69,430	69,430	69,430	69,430	69,430	69,430	69,430
79698 Cash - Contra Offset Acct:													
8510-9998-79698 Cash Contra Offset Acct	(68,242)	(69,430)	(69,430)	(69,430)	(69,430)	(69,430)	(69,430)	(69,430)	(69,430)	(69,430)	(69,430)	(69,430)	(69,430)
Total: 79698 Cash Contra Offset Acct	(68,242)	(69,430)	(69,430)	(69,430)	(69,430)	(69,430)	(69,430)	(69,430)	(69,430)	(69,430)	(69,430)	(69,430)	(69,430)
Total - Other Expenses	**678,972**	**69,097**	**107,860**	**123,791**	**4,346,741**	**80,185**	**12,575,797**	**1,294,628**	**1,252,835**	**1,220,543**	**1,319,709**	**2,426,413**	**2,794,431**
Total - PS & Other Expenses	**7,557,638**	**8,523,081**	**8,631,656**	**8,601,394**	**11,316,057**	**7,639,784**	**19,781,628**	**8,827,642**	**9,278,987**	**9,550,480**	**9,703,291**	**9,822,065**	**9,770,998**
Bad Debt Expense:													
Insurance:													
78100 Insurance-Professional Liability													
8510-8530-78100 Insurance-Professional Liabil	188,596	0	0	0	0	0	0	808,849	114,107	114,567	137,686	135,571	135,571
Total: 78100 Insurance-Professional Liability	188,596	0	0	0	0	0	0	808,849	114,107	114,567	137,686	135,571	135,571
78200 Insurance-Other:													
8510-7600-78200 Insurance-Other	26,822	25,852	27,915	27,915	4,659	29,348	45,063	38,947	(15,897)	23,627	47,264	77,191	77,245
8510-8530-78200 Insurance-Other	11,873	164,964	153,893	153,304	149,008	154,246	153,945	(641,319)	50,258	(238,419)	2,934	0	0
8510-8540-78200 Insurance-Other	0	0	0	0	0	0	0	(8,632)	2,153	447,796	29,536	29,536	29,536
Total: 78200 Insurance-Other	38,694	190,816	181,808	181,219	153,667	213,594	209,007	(611,006)	36,519	73,004	79,535	106,727	107,481
Total - Insurance	**225,291**	**190,816**	**181,808**	**181,219**	**153,667**	**213,594**	**209,007**	**197,844**	**150,626**	**187,571**	**237,221**	**242,299**	**243,053**
Utilities:													
77700 Utilities-Electricity													
8510-8450-77700 Utilities-Electricity	366,220	257,837	319,024	319,086	371,742	296,140	283,793	257,542	245,978	290,713	238,625	256,935	352,219
Total: 77700 Utilities-Electricity	366,220	257,837	319,024	319,086	371,742	296,140	283,793	257,542	245,978	290,713	238,625	256,935	352,219
77800 Utilities-Gas:													
8510-8460-77800 Utilities-Gas	30,055	25,314	24,453	22,092	21,414	24,494	30,320	32,921	65,147	34,800	43,903	22,894	23,182
Total: 77800 Utilities-Gas	30,055	25,314	24,453	22,092	21,414	24,494	30,320	32,921	65,147	34,800	43,903	22,894	23,182
77900 Utilities-Water													
10-8460-77900 Utilities-Water	42,902	26,286	21,252	8,043	34,351	30,429	29,158	26,934	23,689	26,480	21,452	23,826	27,635
Total: 77900 Utilities-Water	42,902	26,286	21,252	8,043	34,351	30,429	26,158	26,934	23,689	26,480	21,452	23,826	27,635
Utilities-Other													
8510-8460-78000 Utilities-Other	940	205	765	615	701	807	804	804	805	804	804	804	804
Total: 78000 Utilities-Other	940	205	765	615	701	807	804	804	805	804	804	804	804
Total - Utilities	**440,117**	**339,742**	**365,526**	**347,945**	**422,208**	**353,870**	**351,074**	**348,201**	**335,617**	**352,797**	**305,618**	**306,064**	**433,740**
Depreciation													
77100 Depr&Amort-LA Improvements:													
8510-8510-77100 Depr -Land Improvements	898	898	898	898	898	898	898	880	880	880	880	880	880
Total: 77100 Depr&Amort-LA Improvements	898	898	898	898	898	898	898	880	880	880	880	880	880
77200 Depr&Amort-Buildings & Improve:													
8510-8510-77200 Depr&Amort-Buildings & Improve	123,992	157,577	156,407	157,102	157,101	157,040	156,953	154,945	154,925	154,739	154,659	154,657	151,983
Total: 77200 Depr&Amort-Buildings & Improve	123,992	157,577	156,407	157,102	157,101	157,040	156,953	154,945	154,925	154,739	154,659	154,657	151,983
77201 Depreciation Expense FB447													
8510-8511 77201 Depreciation Expense FB447	857	857	857	857	857	857	857	857	857	857	857	857	857
Total: 77201 Depreciation Expense FB447	857	857	857	857	857	857	857	857	857	857	857	857	857
77250 Building Sawbox Equipment Depr Am													
8510-8510-77250 Building Sawbox Equipment Depr Am	25,853	86,041	83,294	81,398	80,860	80,858	80,820	78,529	78,185	80,905	80,812	80,908	81,068
Total: 77250 Building Sawbox Equipment Depr Am	25,853	86,041	83,294	81,398	80,860	80,858	80,820	78,529	78,185	80,905	80,812	80,908	81,068
77300 Depr&Amort Leasehold Improvemen													
8510-8512 77300 Depr&Amort-Leasehold Improvemen	13,580	13,580	13,580	13,580	13,580	13,580	13,580	13,580	13,580	13,580	13,580	13,580	13,580
Total: 77300 Depr&Amort-Leasehold Improvemen	13,580	13,580	13,580	13,580	13,580	13,580	13,580	13,580	13,580	13,580	13,580	13,580	13,580
77400 Depr&Amort Equip:													
8510-8510-77400 Depr&Amort-Equip	207,000	228,759	211,276	212,613	213,356	213,652	213,247	193,278	201,060	201,226	212,684	259,837	403,722
Total: 77400 Depr&Amort Equip	207,000	228,759	211,276	212,613	213,356	213,652	213,247	193,278	201,060	201,226	212,684	259,837	403,722
Total - Depreciation	**372,200**	**487,723**	**466,323**	**466,368**	**466,662**	**466,884**	**466,165**	**442,079**	**449,487**	**452,189**	**463,481**	**510,827**	**652,120**
Amortization:													
Interest Expense:													
78410 Interest Expense Long Term Debt:													
8510-8560-78410 Interest Expense Long & ShortTerm Debt	264,000	260,279	260,279	260,279	260,279	260,279	260,279	260,279	260,279	260,279	260,279	260,279	260,279
Total: 78410 Interest Expense Long Term Debt	264,000	260,279	260,279	260,279	260,279	260,279	260,279	260,279	260,279	260,279	260,279	260,279	260,279
78490 Interest Expense Other:													
8510-8570-78490 Interest Expense-Other	(5,678)	(21,063)	(22,884)	(21,348)	(23,466)	(25,380)	(31,330)	(37,277)	(37,623)	(38,174)	(43,933)	(41,178)	(28,912)
Total: 78490 Interest Expense-Other	(5,678)	(21,063)	(22,884)	(21,348)	(23,466)	(25,380)	(31,330)	(37,277)	(37,623)	(38,174)	(43,933)	(41,178)	(28,912)
Total - Interest Expense	**258,192**	**239,216**	**237,395**	**238,931**	**236,813**	**234,899**	**228,949**	**223,002**	**222,656**	**222,105**	**216,346**	**219,103**	**231,366**
Total Expenses	**23,297,859**	**23,099,439**	**22,900,466**	**21,877,063**	**29,272,782**	**22,179,525**	**86,245,772**	**26,332,368**	**24,988,799**	**26,624,652**	**26,261,096**	**24,530,247**	**24,143,293**
Operating Income	**(5,640,387)**	**(4,627,729)**	**(5,615,979)**	**(5,315,839)**	**(6,058,852)**	**(4,268,996)**	**(5,787,081)**	**(2,306,313)**	**(7,978,246)**	**(5,900,221)**	**(6,378,184)**	**(3,270,329)**	**(5,182,657)**
Investment Income:													
st Earnings:													
49-59950 Investment Interest Income	2	0	0	0	0	0	0	0	0	0	0	0	0
Total: Investment Earnings	2	0	0	0	0	0	0	0	0	0	0	0	0
Total - Investment Income	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
Net Income	**(5,640,365)**	**(4,627,729)**	**(5,515,576)**	**(5,315,539)**	**(5,056,852)**	**(4,298,996)**	**(6,767,681)**	**(2,306,313)**	**(7,678,248)**	**(5,800,221)**	**(5,379,184)**	**(3,270,326)**	**(5,182,687)**
Total Revenue per GL													
8510-3010-41101 IP Acute-Self Pay	41,858	69,940	27,970	167,820	125,865	41,955	125,865	223,760	55,940	237,745	69,926	153,836	83,910
8510-3010-41121 IP Acute-Comm Ins	153,835	391,580	0	0	0	27,970	41,955	0	27,970	0	13,985	97,895	0
8510-3010-41122 IP Acute-Comm MgdCare	529,325	321,655	321,655	447,920	643,310	209,775	209,775	643,310	335,840	727,220	1,149,770	405,566	97,898
8510-3010-41123 IP Acute-Comm At Risk	41,955	27,970	0	0	69,925	27,970	0	0	0	0	0	0	0
8510-3010-41141 IP Acute-Medicare	3,634,745	2,269,630	2,520,527	2,475,545	2,797,000	2,378,205	3,076,700	3,008,775	2,475,345	3,816,528	3,043,730	3,384,370	2,433,390
8510-3010-41142 IP Acute-Medicare MgdCare	531,430	1,096,629	1,148,770	1,048,575	967,894	1,016,479	1,062,880	741,205	1,078,845	1,216,695	1,342,880	631,430	797,145
8510-3010-41143 IP Acute-Medicare At Risk	293,685	125,855	293,685	531,430	237,745	517,445	629,325	601,355	1,215,695	923,010	391,580	293,685	167,820
8510-3010-41151 IP Acute-Medi-Cal	825,115	391,580	601,355	237,745	629,325	307,670	727,220	1,078,845	699,250	741,205	601,355	545,415	489,475
8510-3010-41152 IP Acute-Medi-Cal MgdCare	839,100	881,055	950,990	1,314,530	545,415	853,085	972,575	1,832,025	1,146,770	1,440,458	2,041,810	1 314,690	1,021,165
8510-3010-41191 IP Acute-Other	0	0	0	0	0	0	0	0	0	0	0	13,989	0
8510-3010-44501 OP-Self Pay	0	0	0	0	0	0	0	0	5,004	0	0	0	0
8510-3010-44522 OP-Comm MgdCare	11,448	6,360	6,784	424	20 438	0	0	0	0	0	0	0	11,871
8510-3010-44541 OP-Medicare	69,125	84,611	26,694	30,526	28,538	23,762	30,526	17,307	19,976	62,618	55,971	80,244	26,287
8510-3010-44542 OP-Medicare MgdCare	0	5,512	29,519	7,208	18,232	0	0	0	7,208	20,826	19,926	29,255	16,536
8510-3010-44543 OP-Medicare At Risk	0	0	0	0	3,392	5,512	0	5,542	0	0	15 626	0	0
8510-3010-44552 OP-Medi-Cal MgdCare	0	0	0	6,088	0	424	10,600	0	0	0	0	0	11,024
8510-3011-41101 IP Acute-Self Pay	13,985	0	27,970	0	0	0	27,970	27,970	0	13,985	27,970	0	0
8510-3011-41121 IP Acute-Comm Ins	0	0	0	27,970	0	0	0	0	0	0	13,985	0	13,985
8510-3011-41122 IP Acute-Comm MgdCare	181,805	181,805	167,820	167,820	69,925	55,940	111,880	69,925	41,955	69,925	83,910	83,910	27,970
8510-3011-41123 IP Acute-Comm At Risk	13,985	0	0	0	0	0	0	0	0	0	0	0	0
8510-3011-41141 IP Acute-Medicare	41,955	41,955	83,910	27,970	153,835	153,835	83,910	125,865	55,940	153,835	41,955	41,955	83,910
8510-3011-41142 IP Acute-Medicare MgdCare	13,985	27,970	97,895	111,880	69,925	55,940	27,970	55,940	13,985	83,910	27,970	13,985	27,970
8510-3011-41143 IP Acute-Medicare At Risk	13,985	0	0	0	0	0	0	0	0	41,955	0	13,985	0
8510-3011-41151 IP Acute-Medi-Cal	13,985	13,985	13,985	69,925	13,985	0	13,985	0	41,955	13,985	27,970	27,970	27,970
8510-3011-41152 IP Acute-Medi-Cal MgdCare	13,985	41,955	0	41,955	13,985	27,970	27,970	69,925	69,925	41,958	27,970	0	0
8510-3011-41191 IP Acute-Other	0	0	0	0	0	0	13,985	0	0	0	0	0	0
8510-3151-41101 IP Acute-Self Pay	82,535	123,364	215,922	184,812	133,668	30,848	185,076	174,794	184,230	143,948	123,731	30,848	41,126
8510-3151-41121 IP Acute-Comm Ins	0	0	0	0	0	41,128	102,820	0	41,128	10,282	0	30,846	10,282
8510-3151-41122 IP Acute-Comm MgdCare	1,069,892	1,116,756	801,398	1,225,936	849,028	853,686	768,399	782,280	710,152	636,228	575,792	544,948	515,776
8510-3151-41123 IP Acute-Comm At Risk	123,384	133,668	10,282	143,948	678,762	267,322	41,128	123,384	82,256	82,256	0	30,846	10,282
8510-3151-41131 IP Acute-WC	0	0	0	41,128	0	0	0	0	41,128	0	0	0	0
8510-3151-41141 IP Acute-Medicare	6,687,737	6,333,545	6,576,368	6,023,203	5,923,606	5,722,257	6,416,380	7,070,496	7,273,769	6,995,272	4,002,242	4,200,830	4,433,919
8510-3151-41142 IP Acute-Medicare MgdCare	1 791 027	2,200,348	1,953,580	2,328,706	2,618,007	2,323,732	2,600,121	2,442,585	1 698,245	3,300,522	2,085,253	2,320,217	1,789,068
8510-3151-41143 IP Acute-Medicare At Risk	1,059,548	760,868	1,321,834	1,120,738	1,173,382	883,888	1,336,660	1,248,584	1,500,532	1,706,512	1,151,584	904,818	462,408
8510-3151-41151 IP Acute-Medi-Cal	1,126,720	647,756	688,894	925,380	1,025,200	1,223,553	853,405	1,769,350	1,255,250	801,996	532,842	730,022	771,150
8510-3151-41152 IP Acute-Medi-Cal MgdCare	2,098,400	1,902,170	1,881,606	2,185,849	2,315 450	2,385,424	3 033,150	2,992,092	2,159,220	2,859,524	1,834,883	1,706,395	1,894,708
8510-3151-41181 IP Acute-Other Govt FFS	0	0	0	0	0	0	0	0	0	0	0	20,564	0
8510-3151-41191 IP Acute-Other	20,564	0	20,564	0	0	10,282	10,282	10,282	0	0	20,564	20,564	0
8510-3151-44501 OP-Self Pay	(3,058)	0	0	0	0	0	0	0	0	0	0	0	(3,516)
8510-3151-44522 OP-Comm MgdCare	48,405	18,960	19,504	56,642	40,791	49,808	40,704	(7,532)	18,262	21,524	33,898	8,904	42,286
8510-3151-44523 OP-At Risk	0	0	0	6,480	0	0	0	0	0	0	0	0	0
8510-3151-44541 OP-Medicare	129,623	263,680	228,394	290,853	322,090	222,132	210,238	135,613	103,254	239,361	199,318	188,715	192,516
8510-3151-44542 OP-Medicare MgdCare	80 453	117,925	140,413	105,187	148,466	70,876	130,816	183,925	84,798	258,533	157,904	98,194	139,382
8510-3151-44543 OP-Medicare At Risk	3,209	103,849	33,137	40,280	8,058	5,512	81,100	38,931	112,784	61,123	68,730	13 484	47,931
8510-3151-44551 OP-Medi-Cal	0	0	0	29 699	0	0	0	0	0	347	0	1,272	(16,960)
8510-3151-44552 OP-Medi-Cal MgdCare	0	0	10,176	4,971	15,601	17,384	0	27,550	(17,808)	10,947	0	5,088	(2,120)
8510-3170-41101 IP Acute-Self Pay	45,208	55,712	27,856	55,712	27,856	70,456	31,338	42,748	24,374	90,066	31,338	45,268	10,448
8510-3170-41121 IP Acute-Comm Ins	10,448	55,712	0	13,928	20,892	3,482	34,820	38,302	34,820	31,338	13,928	45,268	26,152
8510-3170-41122 IP Acute-Comm MgdCare	490,962	601,066	783,504	423,184	428,256	390,442	516,338	523,088	417,659	216,572	372,574	380,120	372,574
8510-3170-41123 IP Acute-Comm At Risk	13,928	48,748	3,482	41,784	13,928	27,856	52,230	38,302	20 892	6,964	0	0	0
8510-3170-41131 IP Acute-WC	38,302	0	27,856	6,964	55,712	69,194	0	69,194	27,856	27,856	20,892	97,496	62,576
8510-3170-41141 IP Acute-Medicare	2,180,248	2,068,882	1,939,438	1,801,717	1,822,965	2,173,566	1,853,113	2,642,838	2,038,852	2,208,376	2,358,851	2,029,330	2,189,227
8510-3170-41142 IP Acute-Medicare MgdCare	362,128	578,881	400,438	470,447	659,484	434,444	554,264	518,818	472,434	648,888	691,940	606,858	652,963
8510-3170-41143 IP Acute-Medicare At Risk	347,052	194,952	309,852	303,753	270,315	385,810	378,956	308,418	204,320	278,907	247,222	278,078	160,574
8510-3170-41151 IP Acute-Medi-Cal	188,812	341,238	520,716	504,890	258,914	416,522	449,178	422,110	594,978	709,948	536,228	414,358	490,962
8510-3170-41152 IP Acute-Medi-Cal MgdCare	551,134	466,965	760,965	618,338	550,158	739,058	912,294	681,924	842,991	666,062	852,428	564,094	615,338
8510-3170-41181 IP Acute-Other Govt FFS	0	0	7,719	0	24,374	13,928	0	0	0	10,448	0	6,964	0
8510-3170-41191 IP Acute-Other	0	0	0	0	6,964	0	0	0	0	0	0	0	0
8510-3170-44501 OP-Self Pay	0	0	0	424	0	0	0	0	0	0	0	0	0
8510-3170-44521 OP-Comm Ins	0	0	0	0	0	0	0	0	0	0	0	0	17,808
10-3170-44522 OP-Comm MgdCare	78,888	100,888	63,976	22,472	12,339	42,409	27,957	81,243	17,376	70,749	38,510	62,041	76,146
170-44523 OP-At Risk	0	0	0	0	0	0	0	0	0	0	9,342	0	19,080
170-44531 OP-WC	0	0	0	0	8,360	0	0	0	7,208	0	0	0	0
170-44541 OP-Medicare	202,383	118,051	99,174	94,521	161,393	73,352	94,883	141,520	118,582	89,089	68 645	238,919	123,788
0-3170-44542 OP-Medicare MgdCare	35,884	34,403	996	23,590	13,888	37,312	19,504	13,576	2,968	63,488	24,038	48,611	37,912
8510-3170-44543 OP-Medicare At Risk	44,096	10,523	27,808	36,842	18,232	8,480	44,848	69,112	9,528	14,840	19,504	47,072	69,944
8510-3170-44551 OP-Medi-Cal	0	0	6,915	(3,816)	0	5,512	0	0	0	0	0	14,808	0
8510-3170-44552 OP-Medi-Cal MgdCare	0	0	0	0	0	0	22,048	22,353	633	0	12,299	0	8,848
8510-3171-41101 IP Acute-Self Pay	3,482	3,482	41,784	21,711	10 448	17,410	17,410	27,856	27,856	0	0	17,410	0
8510-3171-41121 IP Acute-Comm Ins	17,410	40,210	0	0	17,410	20,892	3,482	6,964	24,374	10,448	24,374	0	13,928
8510-3171-41122 IP Acute-Comm MgdCare	160,172	104 460	100,976	121,570	153,205	128,834	184,849	90,398	73,122	198,474	157,483	229,330	262,812
8510-3171-41123 IP Acute-Comm At Risk	0	0	0	0	0	0	6,964	0	0	6,964	0	3,482	0
8510-3171-41131 IP Acute-WC	0	0	24,374	0	0	0	0	0	0	0	0	24,374	0
8510-3171-41141 IP Acute-Medicare	1,110,940	1,193,808	1,343,345	1,081,411	989,016	1,043,181	982,891	1,830,193	868,440	1,276,276	801,818	1,228,853	1 154,450
8510-3171-41142 IP Acute-Medicare MgdCare	267,685	247,222	250,704	194,992	208,820	254,832	334,272	230,830	226,330	231,762	349,154	269,303	271,698
8510-3171-41143 IP Acute-Medicare At Risk	126,382	147,531	55,712	102,496	121,570	83,568	233,294	169,112	69,194	69 840	128,834	69,640	121,570
8510-3171-41151 IP Acute-Medi-Cal	107,942	153,208	207,348	191,510	257,048	306,893	194,460	181,534	222,848	142,762	358,069	187,139	206,438
8510-3171-41152 IP Acute-Medi-Cal MgdCare	536,228	668,941	622,364	542,358	483,998	569,331	600,338	359,848	496,208	458,885	694,775	431,768	377,865
8510-3171-41181 IP Acute-Other Govt FFS	0	0	0	0	0	0	0	0	0	0	6,964	0	0
8510-3171-41191 IP Acute-Other Indigent	0	0	0	0	0	0	10,445	0	0	0	0	0	0
8510-3171-41191 IP Acute-Other	0	0	0	0	6,964	10,449	17,410	0	0	13,928	6,964	3 482	0
8510-3171-44522 OP-Comm MgdCare	0	5,747	9,205	14,145	23,262	7,759	347	30,737	13,915	52,050	14,040	2,544	38,084
8510-3171-44523 OP-At Risk	0	0	0	0	0	0	0	0	0	0	9,360	0	0
8510-3171-44541 OP-Medicare	184,322	199,268	98 701	188,016	204,164	105,436	100,426	121,916	93,735	158,749	127,539	82,021	76,196
8510-3171-44542 OP-Medicare MgdCare	21,501	41,478	71,004	40,452	12,528	35,192	103,314	36,833	26,532	12,288	0	4,227	27,691
8510-3171-44543 OP-Medicare At Risk	(16,888)	(1,407)	0	20,892	47,823	12,078	1,038	21,194	16,538	0	3,352	10,538	17,307
8510-3171-44551 OP-Medi-Cal	0	0	5,438	0	0	0	0	0	0	0	0	9,904	0
8510-3171-44552 OP-Medi-Cal MgdCare	0	0	4,288	5,590	492	21,287	2,120	4,243	0	0	0	0	0
8510-3172-41101 IP Acute-Self Pay	0	0	0	0	0	8,068	0	8,068	12,107	0	0	4,034	0
8510-3172-41121 IP Acute-Comm Ins	0	0	4,034	0	0	0	0	16,136	28,238	0	0	0	0
8510-3172-41123 IP Acute-Comm MgdCare	4,034	0	4,034	0	0	16,136	112,952	44,374	68,578	96,816	121,020	48,408	112,952
8510-3172-41123 IP Acute-Comm At Risk	0	0	0	0	0	0	0	0	0	0	0	0	4,034
8510-3172-41141 IP Acute-Medicare	24,204	28,238	24,204	24,204	68,578	226,904	701,816	653,848	497,944	512,316	334,822	350,958	206,734
8510-3172-41142 IP Acute-Medicare MgdCare	8,068	20,170	12,102	4,034	4,034	20 170	125,068	129,958	129,685	44,374	206,734	44,374	129,068
8510-3172-41143 IP Acute-Medicare At Risk	0	12,102	4,034	0	4,034	28,238	89,476	44,374	60,810	68,578	44,374	32,272	16,136
8510-3172-41151 IP Acute-Medi-Cal	0	4,034	0	0	8,068	44,374	109,918	197,956	338,858	68,476	153,292	109,818	24,204
8510-3172-41152 IP Acute-Medi-Cal MgdCare	0	16,136	16,136	0	28,238	68,578	213,802	248,074	260,108	193,294	342,830	148,224	84 714
8510-3172-41181 IP Acute-Other Indigent	0	0	0	0	0	8,068	12,102	0	0	4,034	0	0	0
8510-3172-41191 IP Acute-Other	0	0	0	0	0	0	0	0	4,034	4,034	0	0	0
8510-3172-44522 OP-Comm MgdCare	0	0	0	0	0	22,043	0	6,784	16,535	20,775	0	0	0
8510-3172-44541 OP-Medicare	0	36,192	22,896	6,964	0	69,835	33,920	61,904	11,442	38,815	59,784	52,576	15,264
8510-3172-44542 OP-Medicare MgdCare	0	0	0	0	12,720	8,904	0	27,964	28,932	4 664	0	0	16,536
8510-3172-44543 OP-Medicare At Risk	0	0	0	0	0	11,448	0	0	8,904	0	0	0	0
8510-3172-44552 OP-Medi-Cal MgdCare	0	0	0	0	0	9,752	0	0	0	0	0	0	0
8510-3173-41101 IP Acute-Self Pay	2,762	4 034	12,102	28,238	28,238	20,170	16,136	0	8,068	8,068	20,170	12,102	4,034
8510-3173-41121 IP Acute-Comm Ins	0	44,374	0	0	4,034	20,170	4,034	8,068	52,442	52,442	84,544	0	8,492
8510-3173-41122 IP Acute-Comm MgdCare	112,952	185,564	133,122	181,530	99,816	52,442	116,988	153,292	24,204	100,850	116,988	165,394	104,884
8510-3173-41123 IP Acute-Comm At Risk	0	12,102	4,034	60,510	0	24,204	0	0	0	0	0	0	0
8510-3173-41131 IP Acute-WC	0	28,238	0	0	0	0	0	0	0	0	0	0	0
8510-3173-41141 IP Acute-Medicare	790,894	810,934	1,000,432	837,372	896,548	1,000,432	782,598	878,375	835,038	948,472	728,120	552,958	553,760
8510-3173-41142 IP Acute-Medicare MgdCare	137,155	157,325	116,988	201,700	173,462	72,512	161,360	112,952	108,918	169,428	137,155	278,348	242,536
8510-3173-41143 IP Acute-Medicare At Risk	52,442	44,374	48,409	68,578	68,578	133,122	36,306	68,476	68,476	161,360	104,884	112,952	129,068
8510-3173-41151 IP Acute-Medi-Cal	52,442	76,646	149,358	112,952	48,409	141,190	268,244	133 122	133,122	84,714	72,512	112,952	169,428
8510-3173-41152 IP Acute-Medi-Cal MgdCare	447,774	290 448	229,938	306,594	411,458	226,904	457,434	350,356	363,060	580,096	193,832	229,938	217,836
8510-3173-41181 IP Acute-Other Indigent	0	0	0	0	0	0	0	20,170	0	0	12,102	0	0
8510-3173-41191 IP Acute-Other	28,238	0	0	0	0	0	0	0	0	8,068	0	0	0
8510-3173-44522 OP-Comm MgdCare	0	0	14,416	30,952	10,176	9,752	0	0	0	0	8,904	0	0
8510-3173-44541 OP-Medicare	22,896	76,744	38,584	14,640	8,068	81,904	58,036	24,592	13,992	(10 800)	11,572	48,762	(19,928)
8510-3173-44542 OP-Medicare MgdCare	0	648	25,440	28,532	7,632	21,200	0	16,536	0	0	11,448	0	0
8510-3173-44543 OP-Medicare At Risk	0	43,248	0	0	10,800	0	0	0	0	0	0	0	0
8510-3173-44551 OP-Medi-Cal	0	0	11,448	0	0	0	1,272	0	0	0	0	2,120	4,240
8510-3173-44552 OP-Medi-Cal MgdCare	0	0	2,988	0	0	0	0	0	0	0	0	0	0
8510-3173-44581 OP-Other Indigent	0	0	0	0	0	0	0	0	0	0	2,544	0	0
8510-3188-41122 IP Acute-Comm MgdCare	0	0	0	0	3,482	0	0	3 482	0	0	0	3,482	0
8510-3188-41141 IP Acute-Medicare	6,964	6,964	3,482	(6,964)	0	3,482	(3 482)	0	0	6,964	(10,446)	0	6,964
8510-3188-41143 IP Acute-Medicare At Risk	3,482	0	0	3,482	0	0	0	0	0	0	0	0	0
8510-3188-41151 IP Acute-Medi-Cal	13,928	0	0	0	0	0	0	0	0	0	0	0	0
8510-3188-41152 IP Acute-Medi-Cal MgdCare	0	(6,964)	3,482	0	3,482	0	0	3,482	(3,482)	0	0	3,482	0
8510-3188-41191 IP Acute-Other	0	0	0	0	0	0	0	0	0	3,482	0	0	0
8510-3440-41422 IP Rehab-Comm Ins Mgd Cs FFS	94,014	121,570	233,294	153,208	68,178	3,482	48,748	3,482	0	73,122	69 158	118,388	118,388
8510-3440-41423 IP Rehab-Comm Ins at Risk	10,448	41,784	24,374	45,268	24,550	94,894	0	0	0	0	0	0	0
10-3440-41431 IP Rehab-WC	0	0	0	0	27,856	0	0	0	0	0	0	0	52,230
440-41441 IP Rehab-Medicare	1,262,476	1,281,942	1,282,294	1,375,252	1,370,714	1,332,412	1,341,136	1,183,918	794,072	1,293,582	1,152,404	944,854	966 450
440-41442 IP Rehab-Medicare MgdCare	55,712	10,448	0	0	41,784	0	142,792	139,280	240,268	90,532	94,014	169,500	263,114
440-41443 IP Rehab-Medicare At Risk	34,820	13,928	0	0	27,856	0	38,302	76,604	55,712	27,856	48,748	24,374	48,748
440-41451 IP Rehab-Medi-Cal	0	0	0	0	0	27,856	0	0	0	48,748	17,410	52,230	53,116
10-3440-41452 IP Rehab-Medi-Cal MgdCare	24,374	0	194,460	13,928	170,918	141,040	48,748	48,748	109,118	80 086	69,194	201,958	13,928
8510-3580-41141 IP Acute-Medicare	13,025	0	0	0	0	0	0	0	0	0	0	0	0
8510-3580-41221 SNF-Comm	0	0	0	0	0	0	0	0	0	0	0	2,606	0
8510-3580-41223 SNF-Comm MgdCare	96,385	114,620	72,940	41,690	132,885	91,175	107,449	33,885	153 695	23,448	0	31,250	2,606

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2019

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8510-3580-41223 SNF-Al Risk	0	0	0	0	0	0	20,048	0	0	23,448	13,025	0	0
8510-3580-41241 SNF-Medicare	1,370,230	1,440,898	1,117,845	1,288,635	1,195,696	1,477,035	1,775,844	1,312,913	1,211,326	1,209,695	1,036,760	981,248	104,200
8510-3580-41242 SNF-Medicare MgdCare	192,770	84,705	39,075	84,705	83,350	57,310	0	42,531	0	70,335	114,520	127,845	8,210
8510-3580-41243 SNF-Medicare At Risk	62,520	75,845	278,130	132,350	263,105	95,125	113,960	102,897	67,730	85,570	205,788	70,335	8,210
8510-3580-41251 SNF-Medi-Cal	13,026	0	0	0	0	0	39,218	74,242	0	80,755	98,355	38,470	0
8510-3580-41252 SNF-Medi-Cal MgdCare	78,150	80,755	80,755	78,150	80,755	78,150	172,589	188,416	0	23,445	98,355	57,310	18,235
8510-3900-41191 IP Acute-Other	431,782	204,047	(38,943)	(444,842)	686,526	288,447	(932,510)	658,304	(41,314)	(831,506)	729,857	(559,992)	(606,269)
8510-3900-44691 OP-Other	472,442	(202,855)	369,154	(934,434)	121,223	521,256	(592,781)	17,706	(89,903)	696,592	(565,037)	(49,521)	(106,309)
8510-4010-41101 IP Acute-Self Pay	33,145	21,529	40,166	75,868	35,970	60,231	39,380	97,290	90,126	129,881	39,417	81,761	8,823
8510-4010-41121 IP Acute-Comm Ins	32,841	16,392	4,187	0	12,580	14,822	43,312	11,781	41,244	8,523	11,224	43,207	18,219
8510-4010-41122 IP Acute-Comm MgdCare	198,875	168,171	260,598	271,442	319,145	218,362	270,491	238,281	271,599	333,028	318,947	229,830	243,525
8510-4010-41123 IP Acute-Comm At Risk	7,039	22,781	0	8,754	20,078	10,097	4,831	10 038	8,850	5,031	0	13,557	0
8510-4010-41131 IP Acute-WC	0	5,188	8,254	0	0	8,043	0	8,897	14,743	0	0	13,519	0
8510-4010-41141 IP Acute-Medicare	1,323,555	1,345,474	1,418,294	1,212,960	1,559,231	1,490,539	2,184,827	2,067,533	1,626,542	1,800 031	2,023,176	1,370,568	2,076,122
8510-4010-41142 IP Acute-Medicare MgdCare	388,251	449,844	387,483	626,919	434,804	537,128	762,117	921,852	569,888	600,869	826,374	550,081	729,468
8510-4010-41143 IP Acute-Medicare At Risk	101,282	98,228	232,024	157,501	152,830	165,048	278,537	230,225	259,378	217,846	240,444	198,987	159,553
8510-4010-41151 IP Acute-Medi-Cal	340,517	376,378	378,507	414,133	445,011	372,109	560,000	640,441	503,463	396,956	592,609	436,266	521,947
8510-4010-41152 IP Acute-Medi-Cal MgdCare	620,584	626,294	620,849	674,123	629,151	696,576	931,262	881,124	840,248	767,507	1,060,625	670,729	865,432
8510-4010-41161 IP Acute-Other Govt FFS	0	0	5,631	0	7,195	0	0	0	0	8,441	0	6,526	0
8510-4010-41191 IP Acute-Other	13,528	0	10,429	0	11,137	15,615	13,298	8,048	0	7,016	7,953	0	0
8510-4010-44701 ER-Self Pay	693,439	694,847	709,019	634,434	677,141	643,078	683,497	732,888	699,899	688,143	714,989	491,204	338,810
8510-4010-44721 ER-Comm Ins	94,930	42,417	73,733	140,884	131,134	85,585	117,363	85,118	77,785	119,693	84,835	83,207	69,825
8510-4010-44722 ER-Comm MgdCare	453,102	576,814	578,321	553,383	677,267	470,396	664,039	668,707	629,525	627,069	696,235	468,135	626,427
8510-4010-44723 ER-Al Risk	9,743	17,501	9,178	23,669	7,150	9,062	33,676	4,558	20,648	6,847	34 165	22,415	12,833
8510-4010-44731 ER-WC	25,899	28,125	35,340	18,072	16,793	22,199	28,659	19,294	23,431	11,908	12,603	28,630	27,840
8510-4010-44741 ER-Medicare	978,693	1,169,203	858,228	997,814	946,427	843,509	938,022	1,168,548	747,988	863,262	1,037,971	949,814	1,054,606
8510-4010-44742 ER-Medicare MgdCare	419,988	497,452	517,394	594,817	594,899	425,769	597,825	644,971	418,592	585,570	604,788	437,310	694,300
8510-4010-44743 ER-Medicare At Risk	67,940	75,935	86,801	88,841	78,713	131,402	138,278	143,881	126,763	83,588	171,813	170,574	172,319
8510-4010-44751 ER-Medi-Cal	794,803	968,192	777,429	807,822	808,262	768,323	816,802	897,104	829,226	730,834	794,365	721,387	1,068,129
8510-4010-44752 ER-Medi-Cal MgdCare	1,894,307	2,010,270	1,770,572	1,950,444	2,044,474	1,522,918	2,091,583	2,121,466	1,921,770	1,720,824	2,191,232	1,597,647	2,069,853
8510-4010-44761 ER-Other Govt FFS	2,529	24,236	20,140	4,462	6,383	12,944	4,712	10,008	17,539	11,095	18,118	1,000	9,318
8510-4010-44763 ER-Other-Al Risk	18,943	21,009	17,088	1,701	21,707	8,971	4,576	4,495	8,103	7,590	18,638	2,852	17,852
8510-4070-44691 OP-Other	0	0	0	0	0	0	0	0	0	0	826	0	0
8510-4071-41121 IP Acute-Comm Ins	424	0	0	0	0	0	0	0	0	0	0	0	0
8510-4071-41122 IP Acute-Comm MgdCare	0	0	212	0	0	0	0	0	0	0	0	0	0
8510-4071-41141 IP Acute-Medicare	1,818	1,894	760	238	7,704	8,739	5,291	12,057	4,074	8,043	2,118	8,090	4,149
8510-4071-44501 OP-Self Pay	662	1,729	3,148	2,242	1,576	212	0	702	504	504	1,558	504	3,984
8510-4071-44521 OP-Comm Ins	2,627	2,179	926	238	1,726	1,481	1,571	240	504	240	2,142	1,512	1,709
8510-4071-44522 OP-Comm MgdCare	52,170	32,910	56,388	30,729	41,583	39,860	49,373	72,060	39,896	43,697	43,290	39,906	48,376
8510-4071-44531 OP-WC	6,612	8,270	6,756	6,024	8,491	9,750	6,390	4,269	7,823	5,228	12,713	7,494	7,408
8510-4071-44541 OP-Medicare	200,684	251,463	234,448	188,378	206,614	194,155	190,020	252,533	210,859	218,421	268,473	316,882	228,848
8510-4071-44542 OP-Medicare MgdCare	18,703	10,747	6,514	13,696	12,431	19,035	12,123	28,551	17,807	17,849	18,268	23,169	24,418
8510-4071-44543 OP-Medicare At Risk	0	0	0	238	212	0	420	720	2,157	240	744	480	720
8510-4071-44551 OP-Medi-Cal	0	424	0	424	2,854	0	0	0	0	240	240	480	480
8510-4071-44552 OP-Medi-Cal MgdCare	3,138	2,476	848	1,792	2,786	4,341	2,288	6,648	1,704	3,606	1,488	4,377	2,769
8510-4071-44561 OP-Other Govt FFS	0	212	0	0	1,451	212	0	504	0	0	0	504	264
8510-4071-44721 ER-Comm Ins	0	0	0	0	0	0	0	0	0	0	0	447	0
8510-4071-44722 ER-Comm MgdCare	0	0	0	0	0	0	0	0	0	0	0	1,695	0
8510-4071-44741 ER-Medicare	0	0	0	0	0	0	0	764	764	764	0	1,849	0
8510-4071-44751 ER-Medi-Cal	0	0	0	0	0	0	0	0	0	0	895	895	2,435
8510-4071-44752 ER-Medi-Cal MgdCare	0	0	511	0	0	0	0	0	0	800	764	2,428	0
8510-4079-41141 IP Acute-Medicare	953	0	1,778	0	506	376	448	0	320	0	0	0	1,580
8510-4079-44501 OP-Self Pay	0	0	1,778	0	0	0	0	0	0	1,033	0	0	0
8510-4079-44521 OP-Comm Ins	0	514	376	0	0	0	770	6,886	1,313	0	0	0	0
8510-4079-44522 OP-Comm MgdCare	28,673	24,636	25,333	17,738	19,054	33,783	7,649	18,968	33,140	13,374	17,326	28,119	23,536
8510-4079-44531 OP-WC	301	0	0	(320)	0	0	0	0	0	0	0	829	0
8510-4079-44541 OP-Medicare	71,880	87,237	88,914	58,668	93,825	93,260	91,795	100,137	82,450	98,837	120,909	117,712	104,968
8510-4079-44542 OP-Medicare MgdCare	68,418	58,548	52,464	42,357	110,805	47,602	33,942	49,477	43,064	52,319	41,164	52,395	105,433
8510-4079-44543 OP-Medicare At Risk	780	528	718	0	446	0	360	992	737	1,118	0	0	0
8510-4079-44551 OP-Medi-Cal	1,535	2,034	6,075	956	1,445	1,030	1,096	8,295	8,312	2,357	0	981	2,094
8510-4079-44552 OP-Medi-Cal MgdCare	129,537	84 454	81,174	76,880	93,007	99,537	82,285	89,843	49,994	58,238	48,629	58,692	80,880
8510-4079-44591 OP-Other	4,664	18,888	5,415	10,314	4 600	18,143	14,576	6,905	18,153	18,008	17,165	6,312	9,722
8510-4081-44522 OP-Comm MgdCare	0	594	0	0	0	0	0	0	0	0	238	0	0
8510-4081-44542 OP-Medicare MgdCare	0	594	0	0	0	0	0	478	0	944	0	476	357
10-4082-41141 IP Acute-Medicare	424	216	480	212	424	212	0	474	0	240	600	720	0
392-44501 OP-Self Pay	0	0	0	238	238	238	0	0	0	0	0	0	0
392-44522 OP-Comm MgdCare	19,569	14,169	18,247	16,917	10,484	18,071	13,220	16,606	12,065	18,469	18,436	10,739	29,512
392-44541 OP-Medicare	43,457	41,260	43,487	28,704	39,372	23,215	33,659	44,563	34,528	36,678	48,252	29,306	38,291
392-44542 OP-Medicare MgdCare	38,629	29,017	27,119	23,516	22,927	21,359	26,348	19,180	28,323	41,531	26,050	29,597	18,969
10-4082-44543 OP-Medicare At Risk	926	1,139	2,526	3,029	2,008	2,838	1,096	2,947	4,864	4,272	2,544	3,048	1,488
8510-4082-44551 OP-Medi-Cal	1,339	212	480	0	0	0	0	240	0	0	0	202	240
8510-4082-44552 OP-Medi-Cal MgdCare	10,931	10,688	11,398	26,524	13,184	14,147	24 455	29,748	5,489	26,482	22,575	24,924	24,819
8510-4082-44561 OP-Other Govt FFS	0	0	0	480	212	0	0	240	0	240	240	240	0
8510-4082-44722 ER-Comm MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	4,359
8510-4082-44731 ER-WC	0	0	0	0	0	0	0	0	0	0	0	0	1,455
8510-4082-44742 ER-Medicare MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	764
8510-4094-44521 OP-Comm Ins	0	0	0	0	0	0	0	0	0	0	438	416	416
8510-4094-44522 OP-Comm MgdCare	0	0	0	0	0	0	0	0	0	0	350	1,531	3,671
8510-4094-44541 OP-Medicare	0	0	0	0	0	0	0	0	0	0	0	4,071	3,417
8510-4094-44542 OP-Medicare MgdCare	0	0	0	0	0	0	0	0	0	0	0	927	4,376
8510-4094-44543 OP-Medicare At Risk	0	0	0	0	0	0	0	0	0	0	4,231	0	498
8510-4094-44551 OP-Medi-Cal	0	0	0	0	0	0	0	0	0	0	0	346	0
8510-4094-44552 OP-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	0	415	2,578	4,600
8510-4094-44591 OP-Other	0	0	0	0	0	0	0	0	0	0	0	(998)	0
8510-4095-44501 OP-Self Pay	2,225	852	2,164	0	2,969	1,135	1,104	3,744	2,498	1,728	2,736	1,969	1,704
8510-4095-44521 OP-Comm Ins	0	0	0	0	0	0	0	0	0	0	547	0	0
8510-4095-44522 OP-Comm MgdCare	1,717	1,204	903	602	1,118	1,204	346	360	1,038	602	3,229	692	346
8510-4095-44541 OP-Medicare	602	1 118	1,144	576	2,268	903	929	240	1,038	1,072	3,607	1,618	692
8510-4095-44542 OP-Medicare MgdCare	0	0	0	0	0	0	0	0	0	0	1 141	0	0
8510-4095-44543 OP-Medicare At Risk	0	0	0	0	0	0	0	360	0	0	0	0	0
8510-4095-44551 OP-Medi-Cal	0	0	0	0	0	0	0	0	360	0	0	0	0
8510-4095-44552 OP-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	0	1,078	0	0
8510-4095-44591 OP-Other	0	0	0	0	0	0	0	0	0	0	415	0	0
8510-4181-41122 IP Acute-Comm MgdCare	0	0	0	0	0	0	8,529	6,526	0	40,088	0	0	0
8510-4181-41123 IP Acute-Comm At Risk	0	0	0	0	0	0	0	0	0	1,394	0	0	0
8510-4181-41141 IP Acute-Medicare	24,422	16,725	212	0	70,868	69,238	72,772	73,400	30,248	39,384	126,560	271,279	47,829
8510-4181-41142 IP Acute-Medicare MgdCare	0	11,764	23,432	32,478	0	30,172	0	0	22,476	34,853	50,525	0	38,483
8510-4181-41143 IP Acute-Medicare At Risk	24,741	22,842	0	0	0	0	0	0	0	30,042	67,976	0	9,852
8510-4181-41151 IP Acute-Medi-Cal	0	0	0	0	0	29 453	8,854	0	58,201	37,722	14,406	6,831	0
8510-4181-41152 IP Acute-Medi-Cal MgdCare	28,734	29,187	0	0	33,403	23,981	48,154	63,966	1,384	61,527	97,531	134,593	0
8510-4181-44501 OP-Self Pay	0	0	0	0	0	814	0	0	0	0	0	0	0
8510-4181-44521 OP-Comm Ins	193,520	173,483	259,898	152,233	388,165	351,939	554,785	681,977	93,525	236,479	(42,637)	338,552	259,767
8510-4181-44522 OP-Comm MgdCare	19,569	93,937	147,224	179,413	199,989	134,356	334,520	572,276	338,101	442,184	149,822	108,880	197,819
8510-4181-44523 OP-At Risk	0	424	32,771	0	424	0	0	240	0	240	480	0	0
8510-4181-44541 OP-Medicare	281,798	273,994	355,197	335,659	307,845	256,068	469,744	606,111	553,580	553,173	558,617	1,118,331	924,535
8510-4181-44542 OP-Medicare MgdCare	133,329	66,662	163,571	234,198	230,923	286,095	331,323	533,698	598,160	1,478,112	559,485	401,493	170,221
8510-4181-44543 OP-Medicare At Risk	31,103	7,521	74 619	46,385	33,300	51,024	150,880	163,733	82,056	233,606	203,348	31,047	71,718
8510-4181-44551 OP-Medi-Cal	8,268	27,132	(25,411)	58,756	1,252	18,755	103,079	169,763	184,394	152,870	90,805	31,818	524
8510-4181-44552 OP-Medi-Cal MgdCare	208,538	201,573	149,236	90,497	33 140	18,324	33,648	1,944	815	4,554	3,251	19 668	58,357
8510-4230-41101 IP Acute-Self Pay	71	0	37	0	0	0	83	38	0	0	0	0	0
8510-4230-41121 IP Acute-Comm Ins	0	0	0	105	0	0	0	0	0	0	0	0	0
8510-4230-41122 IP Acute-Comm MgdCare	634	1,581	1,249	1,004	2,685	926	6,449	976	823	2,525	1 187	1,733	1,574
8510-4230-41123 IP Acute-Comm At Risk	0	74	0	37	0	0	0	0	0	0	0	0	0
8510-4230-41131 IP Acute-WC	74	0	74	37	106	103	0	198	45	0	0	0	0
8510-4230-41141 IP Acute-Medicare	5,533	1 131	3,200	3,950	5,892	6,295	1,734	2,521	6,918	12,488	8,838	8,530	13,358
8510-4230-41142 IP Acute-Medicare MgdCare	177	414	358	633	2,473	822	782	1,779	844	0	42	398	1,227
8510-4230-41143 IP Acute-Medicare At Risk	185	259	1,279	294	227	185	212	174	305	0	0	0	1,522
8510-4230-41151 IP Acute-Medi-Cal	0	74	37	37	0	0	26	0	914	3 632	0	1,948	0
8510-4230-41152 IP Acute-Medi-Cal MgdCare	8,079	1,910	3,447	3,902	3,033	1,164	4,020	3,938	3,844	3,050	0	2,764	3,769
8510-4230-41161 IP Acute-Other	0	0	0	0	0	37	45	0	3,332	3,778	1,247	0	0
8510-4230-41241 SNF-Medicare	0	0	0	1,890	2,441	0	4,009	3,040	(347)	12,884	0	1,890	0
8510-4230-41252 SNF-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	3,832
8510-4230-44501 OP-Self Pay	731	334	2,193	330	0	1,903	4,920	0	2,252	2,170	1,302	868	0
8510-4230-44521 OP-Comm Ins	4,275	2,958	4,869	7,579	1,103	5,415	5,045	4,719	3,114	2,170	7,378	2,170	2,170
8510-4230-44522 OP-Comm MgdCare	141,088	149,348	97,559	109,488	130,035	98,734	106,943	108,821	138,244	107,929	110,481	116,047	103,091
8510-4230-44523 OP-At Risk	0	1,078	0	2,824	3,742	0	1,497	4,704	1,333	3,624	434	1,302	3,038
8510-4230-44531 OP-WC	384	0	3,197	0	1,075	1,078	723	1,772	944	0	4,857	0	2,053
8510-4230-44541 OP-Medicare	227,997	110,743	147,838	157,833	172,029	157,958	106,296	171,068	131,043	168,105	152,234	169,001	130,493
8510-4230-44542 OP-Medicare MgdCare	58,564	53,825	41,353	74,520	43,038	52,231	48,473	41,698	40,144	78,642	39,545	80,782	54,733
8510-4230-44543 OP-Medicare At Risk	18,630	7,549	8,439	23,734	19,053	20,462	23,911	24,503	21,598	7,376	23,162	21,169	22,982
8510-4230-44551 OP-Medi-Cal	17,957	18,283	120	6,074	4,655	5,502	7,517	6,681	11,993	7,812	12,537	9,686	8,810
8510-4230-44552 OP-Medi-Cal MgdCare	132,481	111,913	111,527	143,552	133,488	106,223	147,189	118,980	120,410	139,280	129,987	131,068	110,481
8510-4230-44561 OP-Other Govt FFS	0	0	0	0	0	0	899	0	0	0	0	868	0
8510-4230-44691 OP-Other	1,928	648	1,721	0	0	350	0	4,010	0	4,843	0	868	2,170
8510-4230-44741 ER-Medicare	0	0	0	0	0	4,101	0	1,302	(1,302)	0	1,302	0	0
10-4230-44752 ER-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	0	0	434	0
20-41101 IP Acute-Self Pay	17,859	0	70,218	19,326	0	22,126	117,127	0	0	193,493	78,625	0	0
20-41121 IP Acute-Comm Ins	0	133	0	0	29,583	0	7,473	49,049	0	394	71,349	0	212,858
20-41122 IP Acute-Comm MgdCare	1,497,380	1,996,003	1,858,442	1,969,706	2,040,364	2,234,426	2,970,914	1,898,947	1,425,433	1,480,578	1,693,689	1,740,234	1,736,203
20-41123 IP Acute-Comm At Risk	0	142,884	0	82,349	0	0	10,826	30,916	9,140	24,222	0	0	0
0-4420-41131 IP Acute-WC	216,858	11,125	127,589	126,807	253,407	205,944	0	355,846	128,931	190,812	92,631	400,310	431,130
8510-4420-41141 IP Acute-Medicare	5,868,473	6,574,642	6,039,357	6,188,117	6,960,129	6,055,116	8,432,574	7,089,427	6,842,305	7,916,930	8,573,076	6,786,804	8,273,166
8510-4420-41142 IP Acute-Medicare MgdCare	806,884	1,165,620	916,192	1,073,436	1,161,844	717,846	1,784,068	1,357,744	1,204 074	1,209,609	1,187,476	1,240,090	1,806,078
8510-4420-41143 IP Acute-Medicare At Risk	473,397	666,138	611,601	682,383	470,881	763,589	747,030	408,397	941,032	1,163,232	914,705	665,118	837,984

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8510-4420-41151 IP Acute-Medi-Cal	194,045	581,462	234,414	284,146	185,280	267,629	507,360	429,695	427,273	181,499	413,480	662,596	397,763
8510-4420-41152 IP Acute-Medi-Cal MgdCare	1,369,678	1,339,231	1,811,848	1,145,234	1,437,281	1,348,280	1,419,045	1,682,843	1,522,573	1,513,741	910,696	1,530,450	894,708
8510-4420-41161 IP Acute-Other Govt FFS	0	0	0	0	16,635	0	0	0	0	31,684	0	71,481	0
8510-4420-41191 IP Acute-Other	0	0	0	0	10,192	54 726	61,670	0	62,023	105,730	84,524	165,593	0
8510-4420-41241 SNF-Medicare	26,052	0	0	0	0	0	0	0	0	0	0	7,538	0
8510-4420-41441 IP Rehab-Medicare	69,106	0	0	15,600	0	0	17,466	0	0	4,933	40,197	0	0
8510-4420-41442 IP Rehab-Medicare MgdCare	0	0	0	0	0	0	0	0	0	0	0	18,947	0
8510-4420-41461 IP Rehab-Medi-Cal	0	0	0	0	0	0	0	0	0	0	0	0	18,606
8510-4420-44501 OP-Self Pay	0	0	0	33,087	0	39,739	0	0	0	0	0	0	0
8510-4420-44521 OP-Comm Ins	31,234	68,973	17,184	30,926	11,639	143,924	38,732	57,707	29,523	38,809	73,480	27,414	17,434
8510-4420-44522 OP-Comm MgdCare	964,418	873,407	730,971	741,776	924,114	818,802	908,839	864,557	758,384	939,671	839,750	1,818,245	1,269,163
8510-4420-44523 OP-At Risk	0	17,970	36,578	0	0	25,316	115,275	39,761	30,131	0	24,324	18,190	71,761
8510-4420-44531 OP-WC	0	0	18,927	0	0	0	0	0	34,578	0	16,335	0	41 136
8510-4420-44541 OP-Medicare	1,486,913	1,195,260	1,269,891	889,458	1,238,241	1,241,912	1,138,344	1,316,013	1,228,733	1,814,604	1,812,228	1,328,214	1,149,462
8510-4420-44542 OP-Medicare MgdCare	763,798	539,643	476,858	649,137	531,288	317,789	896,053	358,928	333,578	718,973	528,538	991,514	806,316
8510-4420-44543 OP-Medicare At Risk	134,289	48,577	167,180	166,137	203,592	383,368	181,369	274,854	287,317	194,903	217,377	308,181	204,194
8510-4420-44551 OP-Medi-Cal	19,232	48,240	(1,580)	10,831	47,340	40,810	36,955	61,816	29,918	30,139	52,473	22,796	41,947
8510-4420-44552 OP-Medi-Cal MgdCare	1,240,536	1,100,819	1,308,022	1,201,897	1,283,913	1,830,148	1,683,979	1,303,817	830,328	1,660,429	1,181,891	1,612,431	1,130,157
8510-4420-44561 OP-Other Govt FFS	0	0	0	0	0	0	11,109	0	0	0	0	0	0
8510-4420-44591 OP-Other	0	0	40,830	0	0	0	0	0	0	81,202	0	0	53,771
8510-4420-44721 ER-Comm Ins	0	0	69	0	0	0	0	0	0	0	0	0	0
8510-4420-44722 ER-Comm MgdCare	0	0	138	69	0	0	0	0	0	0	0	0	0
8510-4420-44741 ER-Medicare	0	0	20,178	276	207	17,880	0	(19,322)	0	0	2,264	88	0
8510-4420-44742 ER-Medicare MgdCare	0	0	207	69	0	0	0	0	0	0	0	0	0
8510-4420-44743 ER-Medicare At Risk	0	0	15,295	0	0	0	0	0	0	0	0	0	0
8510-4420-44761 ER-Medi-Cal	0	0	0	0	0	0	0	0	0	18,826	(18,826)	0	0
8510-4420-44762 ER-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	0	394	2,178	0
8510-4421-41101 IP Acute-Self Pay	121,575	0	0	0	0	107,323	67 882	0	0	0	0	0	0
8510-4421-41121 IP Acute-Comm Ins	0	0	0	164,165	0	0	0	0	0	135,575	0	0	210,962
8510-4421-41122 IP Acute-Comm MgdCare	662,982	1,440,217	1,604,118	753,355	604,232	536,585	616,248	652,450	392,576	797,738	757,731	918,580	316,324
8510-4421-41141 IP Acute-Medicare	0	422,309	429,188	226,697	414,358	624,493	414,263	409,724	348,872	306,138	252,184	168,074	418,903
8510-4421-41142 IP Acute-Medicare MgdCare	0	10,918	537,853	177,180	388,804	288,933	119,448	418,853	128,415	233,984	233,984	77,225	53,172
8510-4421-41143 IP Acute-Medicare At Risk	0	8,529	0	0	0	0	0	0	0	0	62,504	0	98,028
8510-4421-41151 IP Acute-Medi-Cal	111,834	30,484	58,260	174,017	192,931	77,474	18,529	63,058	205,397	0	0	208,184	29,266
8510-4421-41152 IP Acute-Medi-Cal MgdCare	128,824	87,409	45,438	0	0	86,478	58,377	337,052	0	243,223	58,531	12,940	0
8510-4421-44501 OP-Self Pay	110,817	29,904	67,543	215,121	0	0	32,729	0	131,844	121,508	32,182	38 457	0
8510-4421-44521 OP-Comm Ins	26,185	0	114,999	20,397	0	127,872	60,784	34,794	0	161,935	58,883	0	0
8510-4421-44522 OP-Comm MgdCare	1,272,317	1,253,761	1,570,733	1,309,948	926,804	1,694,013	1,768,948	1,451,799	1,320,837	1,242,444	1 478,779	737,227	1,363,394
8510-4421-44523 OP-At Risk	0	0	0	8,288	0	0	18,338	0	23,763	0	0	0	0
8510-4421-44531 OP-WC	11,087	0	118,002	0	34,595	18,381	18,828	18,977	23,172	0	0	0	0
8510-4421-44541 OP-Medicare	694 455	760,434	660,531	165,230	427,810	535,089	238,226	905,262	688,834	874,577	796,887	672,255	700,121
8510-4421-44542 OP-Medicare MgdCare	178,034	180,338	131,144	134,816	365,330	298,502	27,924	101,950	206,701	131,006	77,089	363,774	178,342
8510-4421-44543 OP-Medicare At Risk	0	0	0	0	12,676	0	0	0	0	0	0	0	0
8510-4421-44551 OP-Medi-Cal	162,237	74,604	260,470	300,166	136,547	67,981	193,930	188,806	152,185	268,032	354,166	513,268	357,687
8510-4421-44552 OP-Medi-Cal MgdCare	73,312	103,844	29,263	49,815	0	28,105	122,981	0	178,101	92,638	47,866	8,748	70,881
8510-4421-44561 OP-Other Govt FFS	0	0	0	0	0	0	0	0	0	0	0	10,774	0
8510-4421-44591 OP-Other	119,167	0	0	0	0	0	0	0	0	0	0	0	0
8510-4421-44741 ER-Medicare	63	0	0	0	0	0	0	0	0	0	0	0	0
8510-4421-44752 ER-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	0	23,016	0	0
8510-4470-41101 IP Acute-Self Pay	0	158	0	0	0	0	344	63	20	53	0	0	0
8510-4470-41121 IP Acute-Comm Ins	0	0	0	0	0	0	938	0	53	0	0	0	0
8510-4470-41122 IP Acute-Comm MgdCare	360	242	2,897	1,530	1,844	318	1,409	3,529	1 094	1,147	8,948	3,732	1,208
8510-4470-41123 IP Acute-Comm At Risk	0	18	0	0	16	0	26	53	0	53	0	0	0
8510-4470-41131 IP Acute-WC	0	0	0	0	0	1,818	0	0	0	0	0	2,023	0
8510-4470-41141 IP Acute-Medicare	7,216	(148,029)	11,293	5,926	2,857	9,348	1,991	18,373	19,337	18,809	17,826	22,198	11,545
8510-4470-41142 IP Acute-Medicare MgdCare	8,288	3,963	2,744	4,111	3,456	300	1,884	4,264	3,618	4,669	9,877	6,714	4,779
8510-4470-41143 IP Acute-Medicare At Risk	1,283	0	2,832	898	259	522	360	1,216	1,897	4,068	1,897	2,148	2,691
8510-4470-41151 IP Acute-Medi-Cal	142	851	2,734	42	42	1,539	0	3,944	6,104	311	4,689	935	1,916
8510-4470-41152 IP Acute-Medi-Cal MgdCare	1,792	2,657	10 671	3,247	1,061	5,741	2,385	2,655	2,098	2,597	4 042	2,918	3,470
8510-4470-41161 IP Acute-Other Govt FFS	0	0	0	0	0	0	0	0	0	948	0	0	0
8510-4470-41191 IP Acute-Other	0	0	42	0	0	0	0	0	0	0	20	0	0
8510-4470-41222 SNF-Comm MgdCare	0	0	0	0	0	0	0	0	0	2,578	0	0	0
8510-4470-41223 SNF-At Risk	0	0	0	0	0	0	0	0	0	0	4,711	0	0
8510-4470-41241 SNF-Medicare	0	0	0	0	0	940	341	0	3,034	0	0	4,756	2,044
8510-4470-41242 SNF-Medicare MgdCare	0	0	0	0	0	0	0	0	0	2,578	0	2,023	0
0-4470-41252 SNF-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	0	0	4,711	0
470-41422 IP Rehab-Comm Ins Mgd Cre FFS	0	0	0	0	0	0	0	0	0	3,313	945	791	0
470-41441 IP Rehab-Medicare	503	0	1,902	1,902	0	1,408	150	3,323	2,378	11,284	1,890	946	8,888
470-41442 IP Rehab-Medicare MgdCare	0	0	0	0	0	0	0	423	0	946	0	1,109	946
10-4470-41443 IP Rehab-Medicare At Risk	0	0	0	0	0	0	0	453	0	0	0	0	0
8510-4470-41451 IP Rehab-Medi-Cal	0	0	0	0	0	0	0	0	0	0	0	946	2,378
8510-4470-41452 IP Rehab-Medi-Cal MgdCare	0	0	0	0	1,902	0	0	0	0	2,831	0	0	0
8510-4470-44501 OP-Self Pay	0	0	0	0	0	0	0	0	236	0	0	0	0
8510-4470-44521 OP-Comm Ins	174	0	0	0	0	0	0	0	0	216	0	0	0
8510-4470-44522 OP-Comm MgdCare	870	1,571	746	398	1,938	626	1,811	2,377	1,361	1,216	1,707	1,174	1,690
8510-4470-44523 OP-At Risk	0	0	0	174	0	0	218	218	0	0	0	218	0
8510-4470-44531 OP-WC	0	42	0	42	0	42	53	0	0	53	0	0	0
8510-4470-44541 OP-Medicare	6,832	8 690	4,624	5,914	4,860	4,711	4,869	8,492	11,266	7,074	8,235	8,945	8,985
8510-4470-44542 OP-Medicare MgdCare	657	4,491	4 576	3,038	2,214	1,918	1,171	4 403	3,011	5,338	6,502	5,100	2,274
8510-4470-44543 OP-Medicare At Risk	148	148	644	488	844	390	857	1,540	1,057	1,491	1,731	218	974
8510-4470-44551 OP-Medi-Cal	42	0	0	0	0	0	0	53	0	0	0	453	0
8510-4470-44552 OP-Medi-Cal MgdCare	1,214	1,248	332	362	412	883	925	3,088	1,487	1,034	690	1,118	1,368
8510-4470-44701 ER-Self Pay	42	0	0	0	0	0	0	0	0	0	0	0	0
8510-4470-44722 ER-Comm MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	53
8510-4470-44752 ER-Medi-Cal MgdCare	0	2,177	0	0	0	0	0	0	0	0	0	53	0
8510-4500-41101 IP Acute-Self Pay	39,897	53,341	81,037	97,135	68,843	66,909	76,622	136,304	70,975	132,498	61,749	72,676	21,973
8510-4500-41121 IP Acute-Comm Ins	33,783	70,773	1,978	7,302	9,832	26,501	48,028	19,810	36,555	12,686	18,726	41,007	8,670
8510-4500-41122 IP Acute-Comm MgdCare	845,251	858,551	536,790	530,874	477 710	407,188	542,899	506,857	440,736	525,351	535,185	557,597	452,253
8510-4500-41123 IP Acute-Comm At Risk	33,557	33,004	4,814	46,876	191,148	66,220	27,794	27 660	22,685	29,226	0	14,557	4,527
8510-4500-41131 IP Acute-WC	7,221	10,018	18,523	8,897	8,837	8,379	0	11,732	24,045	8,597	9,909	20,163	8,332
8510-4500-41141 IP Acute-Medicare	3,237,866	2,995,774	3 096,585	2,610,091	2,886,293	3 451,503	3,484 475	3,891,558	3,417,816	3,884,256	3,602,300	3,118,112	3,250,653
8510-4500-41142 IP Acute-Medicare MgdCare	698,331	918,644	779,702	982,856	997,508	938,103	1,082,917	1,014,576	848,718	1,152,464	1,151,841	1,030,911	1,108,450
8510-4500-41143 IP Acute-Medicare At Risk	394,802	292,842	418,905	429,810	329,990	406,940	534,061	453,622	593,819	602,185	471,821	372,715	383,480
8510-4500-41151 IP Acute-Medi-Cal	524,882	457,196	511,356	532,378	617,716	630,533	660,663	699,558	574 673	674,175	743,838	677,508	576,403
8510-4500-41152 IP Acute-Medi-Cal MgdCare	1,095,317	1,042,515	1,041,880	1,210,927	1,001,782	1,224,944	1,566,428	1,410,350	1,458,167	1,504,901	1,811,143	1,263,397	1,160,917
8510-4500-41161 IP Acute-Other Govt FFS	0	0	2,910	0	6,461	6,760	0	0	0	3,431	0	8,368	826
8510-4500-41181 IP Acute-Other Indigent	0	0	0	0	0	2,740	2,174	1,858	0	1,092	3,388	0	0
8510-4500-41191 IP Acute-Other	13,449	0	1 842	0	7,003	21,457	19,852	4 494	5,651	14,918	11,160	16,061	0
8510-4500-41222 SNF-Comm MgdCare	9,397	10,249	512	4 832	6,474	6,998	4,404	5,014	26,372	1,743	0	4,333	0
8510-4500-41223 SNF-At Risk	0	0	0	0	0	0	2,157	0	0	1,842	2,057	0	0
8510-4500-41241 SNF-Medicare	120,712	131,468	115,203	129,088	111,432	159,429	141,852	97,529	139,488	139,904	90,858	119,973	14,208
8510-4500-41242 SNF-Medicare MgdCare	27,165	5,671	4,388	8,481	4,488	1,472	0	6,488	0	9 437	20,141	15,118	0
8510-4500-41243 SNF-Medicare At Risk	13,745	5,848	25,909	30,842	23,376	8,768	6,564	14,178	7,977	11,597	23,379	13,905	0
8510-4500-41251 SNF-Medi-Cal	231	0	0	0	0	0	0	20,125	0	0	918	1,991	0
8510-4500-41252 SNF-Medi-Cal MgdCare	1,613	2,168	722	1,733	1,350	722	7,523	11,450	0	5,735	11,338	6,208	4,775
8510-4500-41422 IP Rehab-Comm Ins Mgd Cre FFS	6,831	9 455	21,198	13,853	4 168	255	2,576	528	0	7,955	8,701	20,162	12,622
8510-4500-41423 IP Rehab-Comm Ins at Risk	1,130	5,825	5,882	8,416	2,826	6,691	0	0	0	0	0	0	0
8510-4500-41431 IP Rehab-WC	0	0	0	0	1,223	0	0	0	0	0	0	0	4,902
8510-4500-41441 IP Rehab-Medicare	141,935	123 075	105,252	152,577	169,512	147,348	121,343	108,508	88,521	133,901	142,416	131,271	122,121
8510-4500-41442 IP Rehab-Medicare MgdCare	2,417	1,254	0	0	3,945	0	6,480	22,275	20,977	6,658	14,123	14,694	31,649
8510-4500-41443 IP Rehab-Medicare At Risk	7,584	1,327	0	0	1,693	0	4,705	6,883	23,882	1,977	2,838	3,913	4,473
8510-4500-41451 IP Rehab-Medi-Cal	0	0	0	0	0	1,731	0	0	0	4,888	1,130	2,933	10,264
8510-4500-41452 IP Rehab-Medi-Cal MgdCare	1,818	0	8,088	1,223	14,863	19 638	3,668	4,737	0	8,977	7,890	2,741	23,309
8510-4500-44501 OP-Self Pay	11,350	5,268	6,157	1,044	6,921	5,888	3,517	11,538	8,429	5,957	5,875	5,996	4,693
8510-4500-44521 OP-Comm Ins	2,555	3,268	45	219	178	2,940	8,191	1,830	0	1,884	2,529	4,391	8,816
8510-4500-44522 OP-Comm MgdCare	158,012	133,082	126,254	131,585	118,006	134,385	103,784	121,714	135,845	168,834	143,920	150 126	136,817
8510-4500-44523 OP-At Risk	2,271	7,753	7,320	3,466	0	178	8,769	2,617	178	0	5,466	1,444	2,888
8510-4500-44531 OP-WC	768	0	2,016	852	4,563	5,391	3,497	9,291	2,674	5,409	(3,253)	0	1,726
8510-4500-44541 OP-Medicare	1,110,343	918,229	939,742	937,568	883,884	945,319	948,573	948,572	791,202	930 781	847,268	1,016,060	926,122
8510-4500-44542 OP-Medicare MgdCare	81,533	108,054	106,407	138,756	98,690	89,710	117,750	130,079	77,421	120,434	89,616	94,853	94,822
8510-4500-44543 OP-Medicare At Risk	53,240	39,088	33,479	27,753	34,249	47,604	52,333	41,050	54,960	43,413	41,325	36,139	44,482
8510-4500-44551 OP-Medi-Cal	19,413	21,932	29,819	29,418	13,458	18,494	18,585	4,150	22,538	31,913	9,878	31,919	18,585
8510-4500-44552 OP-Medi-Cal MgdCare	56,851	59,367	49,509	65,914	57,589	90,339	61,847	74,104	43,763	91,551	35,203	41,807	48,603
8510-4500-44561 OP-Other Govt FFS	352	0	0	1,458	0	0	178	0	0	0	0	231	0
8510-4500-44581 OP-Other Indigent	0	0	0	0	0	0	0	0	0	0	999	0	0
8510-4500-44591 OP-Other	183,241	105,298	123,856	90,816	69,913	182,765	352,423	8,471	43,181	129,476	98,413	100,541	117,901
8510-4500-44701 ER-Self Pay	169 481	166,705	194,568	142,926	153,201	124,465	188,208	149,157	160,855	169,322	188,610	122,083	84,948
8510-4500-44721 ER-Comm Ins	35,040	7,730	21,358	50,635	27,103	21,577	30,428	14,008	18 668	31,573	18,885	20,970	12,848
8510-4500-44722 ER-Comm MgdCare	156,810	157,771	183,668	152,718	168,524	126,667	202,010	167,841	188,139	176,708	173,255	169,267	129,254
8510-4500-44723 ER-At Risk	3,008	4,853	2,358	8,111	3,410	1,622	9,359	2,937	4,344	1,628	5,918	4,985	1,720
8510-4500-44731 ER-WC	8,487	3,230	3,578	178	8,194	178	3,725	2,751	1,712	1,219	1,969	727	1,332
8510-4500-44741 ER-Medicare	285,713	345,378	327,016	301,802	288,438	300,907	329,178	360,878	245,927	297,259	249,831	253,295	242,016
8510-4500-44742 ER-Medicare MgdCare	147,444	151,038	165,905	174,811	173,512	127,464	169,706	207,295	132,190	188,314	160,575	143,997	161,013
8510-4500-44743 ER-Medicare At Risk	21,719	22,539	32,321	24,818	22,669	32,771	38,925	42,408	27,661	31,458	39,714	53,767	38,489
8510-4500-44751 ER-Medi-Cal	246,526	227,870	224,408	227,079	213,918	228,094	263,086	281,433	240,836	213,271	150,853	125,000	220,234
8510-4500-44752 ER-Medi-Cal MgdCare	435 422	568,981	492,910	515,101	453,816	455,269	575,936	496,215	507,309	537,656	544,894	500 188	453,535
0-4500-44781 ER-Other Govt FFS	178	4,452	10,045	0	1,826	1,271	178	1,824	4,518	7,572	1,969	0	2,968
500-44782 ER-Other-MgdCare	0	0	(178)	0	0	0	0	0	0	0	0	0	0
500-44783 ER-Other-At Risk	3,634	6,352	4,997	17	8,934	1,501	3,110	178	1,857	4,496	178	0	4,206
120-41101 IP Acute-Self Pay	918	0	3,717	302	0	302	1,094	678	0	1,918	0	0	0
0-4520-41121 IP Acute-Comm Ins	0	1,832	0	3,832	2,466	0	0	1,968	69	1,411	543	543	1,219
8510-4520-41122 IP Acute-Comm MgdCare	26,873	41,410	30,150	37,292	23,714	30,652	45,632	39,140	38,528	64,878	39,796	40,091	48,477
8510-4520-41123 IP Acute-Comm At Risk	1,713	3,841	0	2,117	0	1,114	302	946	302	322	0	0	0
8510-4520-41131 IP Acute-WC	806	105	1,049	419	1,952	1,009	0	2,715	1,394	2,666	1,088	3,564	952

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8510-4520-41141 IP Acute-Medicare	107,383	62,772	99,301	85,940	78,793	104,171	101,187	148,952	175,873	126,348	143,051	110,199	125,460
8510-4520-41142 IP Acute-Medicare MgdCare	23,088	36,084	19,041	27,906	29,376	31,984	40,497	32,021	48,434	39,574	37,339	47,130	43,946
8510-4520-41143 IP Acute-Medicare At Risk	10,836	14,674	14,628	13,946	7,853	14,904	21,770	7,577	13,678	46,662	18,650	17,638	16,934
8510-4520-41151 IP Acute-Medi-Cal	1,482	7,533	6,337	10,890	7,948	7,148	6,560	17,514	24,535	20,421	35,892	8,869	11,263
8510-4520-41152 IP Acute-Medi-Cal MgdCare	49,940	30,142	42,276	29,446	38,613	33,492	47,921	71,402	57,795	53,250	36,339	42,780	34,918
8510-4520-41181 IP Acute-Other Govt FFS	0	0	0	0	0	0	0	0	0	322	0	543	0
8510-4520-41191 IP Acute-Other	0	0	0	0	0	0	0	0	0	2,881	0	0	0
8510-4520-41222 SNF-Comm MgdCare	0	1,247	0	0	0	0	0	0	0	0	0	0	0
8510-4520-41241 SNF-Medicare	576	576	634	0	0	0	0	0	1,311	349	0	316	0
8510-4520-41441 IP Rehab-Medicare	0	1,966	0	1,832	0	1,152	350	4,994	1,909	1,278	0	611	0
8510-4520-41442 IP Rehab-Medicare MgdCare	0	0	0	0	0	0	0	0	0	0	0	419	0
8510-4520-41451 IP Rehab-Medi-Cal	0	0	0	0	0	0	0	0	0	0	0	0	174
8510-4520-44501 OP-Self Pay	0	0	0	0	0	0	302	0	0	0	0	0	0
8510-4520-44521 OP-Comm Ins	0	710	0	352	647	604	721	476	0	638	(11)	3,082	1,489
8510-4520-44522 OP-Comm MgdCare	60,194	56,853	43,177	43,378	41,788	45,963	52,741	44,009	48,228	56,411	41,478	70,544	70,028
8510-4520-44523 OP-At Risk	0	1,414	1,008	0	0	3,602	1,042	0	1,023	1,220	0	810	838
8510-4520-44531 OP-WIC	0	0	302	0	4,342	0	302	0	0	0	174	0	0
8510-4520-44541 OP-Medicare	53,872	58,947	63,342	59,175	46,823	59,494	35,743	57,106	40,634	69,883	63,194	57,539	53,228
8510-4520-44542 OP-Medicare MgdCare	25,297	26,440	27,293	28,044	32,691	18,305	31,747	32,964	30,113	37,406	39,719	25,408	32,574
8510-4520-44543 OP-Medicare At Risk	3,896	1,865	5,126	10,404	17,516	12,032	21,579	13,368	12,712	35,700	13,784	22,893	14,858
8510-4520-44551 OP-Medi-Cal	8,228	4,339	3,745	9,785	1,932	1,403	2,484	7,975	6,157	4,539	3,940	3,631	2,289
8510-4520-44552 OP-Medi-Cal MgdCare	74,451	71,528	87,776	68,814	69,109	88,233	62,831	89,816	81,806	128,626	97,833	106,377	72,552
8510-4520-44561 OP-Other Govt FFS	0	0	0	0	0	0	302	0	0	0	0	302	0
8510-4520-44591 OP-Other	4,434	273	58	0	0	606	1,889	0	2,915	58	0	610	2,526
8510-4520-44701 ER-Self Pay	556	0	0	0	0	0	58	174	0	0	0	0	0
8510-4520-44722 ER-Comm MgdCare	0	0	0	0	0	58	0	0	0	0	0	0	0
8510-4520-44741 ER-Medicare	110	0	(174)	0	0	106	0	0	0	0	0	58	988
8510-4520-44742 ER-Medicare MgdCare	0	0	0	0	0	0	0	0	0	0	58	0	360
8510-4520-44751 ER-Medi-Cal	0	0	0	0	0	58	0	0	0	58	58	0	0
8510-4520-44752 ER-Medi-Cal MgdCare	58	0	0	0	58	692	635	58	0	116	0	0	0
8510-4540-41101 IP Acute-Self Pay	5,109	4,606	3,155	4,160	2,849	3,328	2,883	4,066	3,081	8,758	2,648	1,026	0
8510-4540-41121 IP Acute-Comm Ins	2,629	8,726	0	479	476	958	1,651	0	4,536	513	513	2,763	0
8510-4540-41122 IP Acute-Comm MgdCare	40,291	70,700	52,966	51,062	61,318	25,938	48,487	50,581	39,681	49,714	52,894	33,589	29,684
8510-4540-41123 IP Acute-Comm At Risk	4,969	1,185	0	4,261	3,694	6,132	791	1,323	0	513	0	1,028	0
8510-4540-41131 IP Acute-WIC	2,370	0	2,611	1,165	4,411	0	0	1,431	916	2,349	0	4,696	1,323
8510-4540-41141 IP Acute-Medicare	239,769	258,247	229,993	198,208	212,852	206,068	237,650	268,199	239,277	253,112	281,734	262,073	229,290
8510-4540-41142 IP Acute-Medicare MgdCare	61,338	65,376	37,462	48,161	57,762	59,957	76,812	58,235	51,327	60,354	79,553	62,233	63,782
8510-4540-41143 IP Acute-Medicare At Risk	32,516	16,920	14,730	19,217	22,412	27,574	44,351	24,549	72,160	54,658	27,538	22,608	20,277
8510-4540-41151 IP Acute-Medi-Cal	31,058	30,523	20,248	28,410	42,671	20,212	29,349	41,124	38,766	41,273	43,308	25,631	12,709
8510-4540-41152 IP Acute-Medi-Cal MgdCare	58,776	60,531	76,567	51,196	51,245	79,799	107,946	107,251	117,288	115,356	129,831	119,696	73,364
8510-4540-41181 IP Acute-Other Govt FFS	0	0	0	0	0	0	0	0	0	513	0	0	0
8510-4540-41191 IP Acute-Other	0	0	0	0	0	1,165	1,323	513	0	2,843	0	1,323	0
8510-4540-41222 SNF-Comm MgdCare	0	0	0	0	0	0	0	0	5,391	0	0	0	0
8510-4540-41241 SNF-Medicare	6,838	0	8,231	6,670	4,214	4,157	5,534	5,400	15,482	10,377	4,462	18,704	0
8510-4540-41242 SNF-Medicare MgdCare	1,371	2,150	0	0	0	0	0	0	0	0	1,529	918	0
8510-4540-41243 SNF-Medicare At Risk	0	0	0	4,126	2,338	0	0	1,224	0	0	1,935	0	0
8510-4540-41252 SNF-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	1,498	0	1,935	0
8510-4540-41422 IP Rehab-Comm Ins Mgd Cre FFS	0	0	0	0	0	0	0	0	0	0	0	1,935	0
8510-4540-41441 IP Rehab-Medicare	6,882	3,694	476	2,370	1,797	1,797	3,732	6,414	4,176	1,323	3,771	3,991	2,314
8510-4540-41442 IP Rehab-Medicare MgdCare	0	0	0	0	0	0	0	1,935	0	0	0	1,323	513
8510-4540-41451 IP Rehab-Medi-Cal	0	0	0	0	0	0	0	0	0	0	0	0	513
8510-4540-44501 OP-Self Pay	632	0	0	0	0	0	1,935	0	0	0	0	0	0
8510-4540-44521 OP-Comm Ins	632	479	0	632	0	0	0	0	0	918	2,424	0	1,431
8510-4540-44522 OP-Comm MgdCare	8,697	8,228	9 112	8,748	14,518	10,098	8,327	13,691	11,134	9,981	11,682	8,356	8,141
8510-4540-44523 OP-At Risk	0	0	0	0	0	0	1,165	0	0	0	513	0	0
8510-4540-44541 OP-Medicare	38,340	18,688	26,543	32,099	29,422	37,568	34,728	33,317	26,714	31,069	20,107	46,334	35,662
8510-4540-44542 OP-Medicare MgdCare	5,697	1,437	765	5,258	6,364	3,760	12,697	6,362	2,981	18,931	1,815	7,038	2,170
8510-4540-44543 OP-Medicare At Risk	1,185	1,797	958	3 430	3,624	0	5,941	1,535	3,258	1,025	1,944	7,945	1,539
8510-4540-44551 OP-Medi-Cal	0	1,491	958	0	0	2,143	2,142	308	(726)	1,539	513	1,944	0
8510-4540-44552 OP-Medi-Cal MgdCare	0	4,419	1,185	2,259	3,108	7,114	3,440	2,052	513	4,374	2,142	2,118	5,275
8510-4540-44561 OP-Other Govt FFS	632	0	0	0	0	0	0	0	0	0	0	0	0
8510-4540-44591 OP-Other	18,718	16,400	16,420	14,816	10,858	29,254	20,206	16,656	19,338	19,593	14,334	13,704	15,428
8510-4540-44701 ER-Self Pay	3,353	3,932	5,269	2,574	3,353	3,803	5,883	0	5,013	2,664	2,052	1,943	513
8510-4540-44721 ER-Comm Ins	0	0	479	2,458	479	0	1,505	513	0	1,026	513	1,026	0
10-4540-44722 ER-Comm MgdCare	3,532	5,748	4,691	8,143	2,188	6,098	6,587	3,078	5,947	3,591	4,488	3,856	2,743
4540-44723 ER-At Risk	0	479	479	479	0	0	479	0	0	0	0	513	0
4540-44731 ER-WIC	479	0	0	0	0	0	0	0	0	0	0	0	0
4540-44741 ER-Medicare	7,169	5,881	8,323	9,374	7,491	11,305	10,755	12,841	10,242	8,913	8,268	8,018	6,637
10-4540-44742 ER-Medicare MgdCare	8,947	3,353	4,790	5,748	3,532	3,532	8,020	2,052	3,591	6,765	5 161	3,267	5,259
8510-4540-44743 ER-Medicare At Risk	958	958	479	0	0	958	1,029	1,539	513	1,026	513	1,539	513
8510-4540-44751 ER-Medi-Cal	6,833	8,379	5,743	10,149	5,694	7,684	7,581	4,621	6,251	4,884	3,410	6,156	5,526
8510-4540-44752 ER-Medi-Cal MgdCare	12,216	14,131	11,557	15,670	15,712	21,704	12,971	10,669	8,612	10,258	8,538	13,224	13,221
8510-4540-44761 ER-Other Govt FFS	0	0	270	0	0	0	0	0	0	0	0	0	0
8510-4540-44793 ER-Other-At Risk	0	0	0	0	479	0	0	0	0	0	0	0	0
8510-4570-41101 IP Acute-Self Pay	0	718	0	0	0	44,702	117,887	48,932	107,031	138,959	48,424	0	0
8510-4570-41121 IP Acute-Comm Ins	0	0	0	0	0	0	0	0	47,926	0	0	0	0
8510-4570-41122 IP Acute-Comm MgdCare	395,273	114,524	162,590	438,211	187,763	259,492	581,583	207,326	169,031	304,327	578,890	913,085	29,001
8510-4570-41123 IP Acute-Comm At Risk	0	15,406	0	0	35,622	0	42,067	18,999	0	121,032	0	0	0
8510-4570-41141 IP Acute-Medicare	449,560	852,041	853,837	1,192,011	949,017	938,064	222,455	964,960	1,590,535	1,252,438	519,440	948,521	2,073,388
8510-4570-41142 IP Acute-Medicare MgdCare	285,560	190,097	638,854	244,842	769,390	647,268	398,806	269,068	561,693	633,103	1,491,843	603,893	948,402
8510-4570-41143 IP Acute-Medicare At Risk	202,001	0	173,519	214,510	125,270	119,026	169,516	120,256	224,960	718,994	276,609	618,781	171,390
8510-4570-41151 IP Acute-Medi-Cal	151,079	84,365	42,165	59,101	51,042	98,813	22,458	62,157	302,890	136,064	114,038	0	0
8510-4570-41152 IP Acute-Medi-Cal MgdCare	448,369	768,227	321,969	747,696	622,556	960,594	259,406	432,846	249,838	146,378	427,536	405,909	423,353
8510-4570-41241 SNF-Medicare	0	0	0	0	0	52,429	(52,429)	0	0	0	0	0	0
8510-4570-41441 IP Rehab-Medicare	0	0	0	0	0	0	0	0	0	51,729	0	0	0
8510-4570-44501 OP-Self Pay	0	0	0	0	0	0	0	0	63,293	0	0	0	0
8510-4570-44521 OP-Comm Ins	2,587	0	0	0	0	0	0	0	0	20,792	0	0	0
8510-4570-44522 OP-Comm MgdCare	190,139	300,183	157,722	84,436	284,046	453,332	331,574	331,536	193,805	381,302	368,866	206,317	430,788
8510-4570-44523 OP-At Risk	0	0	0	71,784	0	0	24,729	2,587	0	0	0	13,819	0
8510-4570-44541 OP-Medicare	1,217,014	1,347,826	1,129,358	1,252,409	1,283,723	737,770	931,381	1,126,838	762,819	1,577,873	2,067,057	2,459,366	1,573,998
8510-4570-44542 OP-Medicare MgdCare	71,140	1,114,698	1,110,946	1,258 494	501,615	(41,905)	417,254	1,291,579	293,221	1,501 438	1,768,997	1,029,741	314,315
8510-4570-44543 OP-Medicare At Risk	11,910	12,102	79,281	37,409	191,945	81,898	26,763	92,704	112,571	943,948	552,186	73,943	119,881
8510-4570-44552 OP-Medi-Cal MgdCare	191,331	78,826	78,556	58,787	555,348	423,803	81,103	723,832	181,482	114,811	44,767	424,447	698,575
8510-4570-44701 ER-Self Pay	23,417	0	0	0	0	0	0	0	0	0	0	0	0
8510-4570-44721 ER-Comm Ins	0	0	7,052	0	0	0	0	0	0	0	0	0	0
8510-4570-44722 ER-Comm MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	21,310
8510-4590-41101 IP Acute-Self Pay	9,928	32,268	18,288	14,280	39,564	22,516	46,160	61,400	41,316	41,896	30,068	18,273	2,855
8510-4590-41121 IP Acute-Comm Ins	7,148	19,295	535	535	535	21,529	13,304	5,694	19,525	5,540	577	28,048	1,154
8510-4590-41122 IP Acute-Comm MgdCare	135,006	130,244	111,498	178,721	123,577	131,883	144,830	123,944	110,286	131,166	169,747	150,740	151,752
8510-4590-41123 IP Acute-Comm At Risk	8,076	3 069	6,948	6,810	19,295	1,070	13,304	29,936	20,554	17,774	0	1,154	577
8510-4590-41131 IP Acute-WIC	0	535	535	8,076	0	535	0	577	15,525	577	0	577	0
8510-4590-41141 IP Acute-Medicare	883,787	722,610	839 109	824,063	784,307	831,664	853,719	952,512	1,000,430	1,057,927	852,570	869,063	844,010
8510-4590-41142 IP Acute-Medicare MgdCare	273,539	332,747	249,210	349,494	329,268	316,143	376,117	373,899	293,784	468,921	406,239	447,898	410,113
8510-4590-41143 IP Acute-Medicare At Risk	119,525	94 694	155,999	114,877	113,845	103,839	147,207	180,339	194,498	197,880	131,268	129,294	111,330
8510-4590-41151 IP Acute-Medi-Cal	157,734	120,434	144,030	162,268	136,479	169,335	141,854	152,781	238,501	181,220	198,344	133,521	169,208
8510-4590-41152 IP Acute-Medi-Cal MgdCare	306,320	312,499	249,778	377,730	323,564	334,309	398,855	353,874	377,781	377,295	404,124	405,015	445,838
8510-4590-41181 IP Acute-Other Govt FFS	0	0	535	0	0	0	0	0	0	1,154	0	0	0
8510-4590-41191 IP Acute-Other	7,680	0	7,107	0	0	14,290	1,731	0	577	577	577	3,462	1,154
8510-4590-41222 SNF-Comm MgdCare	0	0	0	0	535	535	0	0	7,732	0	0	0	0
8510-4590-41223 SNF-At Risk	0	0	0	0	0	0	577	0	0	0	0	0	0
8510-4590-41241 SNF-Medicare	11,426	2,140	10,749	18,035	1,605	17,083	2,643	13,698	9,389	8,652	1,731	11,771	0
8510-4590-41242 SNF-Medicare MgdCare	0	0	0	0	535	535	0	0	0	577	577	577	0
8510-4590-41243 SNF-Medicare At Risk	535	535	0	535	535	0	0	577	2,900	0	577	0	0
8510-4590-41251 SNF-Medi-Cal	0	0	0	0	0	0	0	5,540	0	0	0	0	0
8510-4590-41422 IP Rehab-Comm Ins Mgd Cre FFS	0	0	535	0	0	0	0	0	0	577	0	0	0
8510-4590-41423 IP Rehab-Comm Ins at Risk	0	535	0	0	0	0	0	0	0	0	0	0	0
8510-4590-41441 IP Rehab-Medicare	12,264	9,265	2,140	5,426	14,662	3,210	3,348	9,579	10,733	10,793	11,325	2,888	3,462
8510-4590-41442 IP Rehab-Medicare MgdCare	0	0	0	0	0	0	0	577	3,477	0	0	0	577
8510-4590-41443 IP Rehab-Medicare At Risk	0	0	0	0	0	0	577	0	3,477	0	577	0	577
8510-4590-41451 IP Rehab-Medi-Cal	0	0	0	0	0	0	0	0	0	577	577	0	0
8510-4590-41452 IP Rehab-Medi-Cal MgdCare	535	0	0	0	0	535	0	0	0	577	0	577	0
8510-4590-44501 OP-Self Pay	0	7,532	0	0	0	535	0	0	1,731	0	0	577	0
8510-4590-44521 OP-Comm Ins	8,441	535	1,775	0	535	1,070	0	377	0	577	1,154	0	577
8510-4590-44522 OP-Comm MgdCare	69,826	54,027	62,078	69,080	62,350	44,700	68,526	29 769	80,505	44,338	62,091	59,474	49,858
8510-4590-44523 OP-At Risk	0	8,074	0	1,605	0	0	577	577	0	0	577	577	577
8510-4590-44531 OP-WIC	0	0	535	535	1,070	0	12,012	5,268	5,540	0	577	0	0
8510-4590-44541 OP-Medicare	215,529	187,714	173,897	204,592	152,687	200,961	157,451	148,684	163,476	210,597	170,553	184,848	191,186
8510-4590-44542 OP-Medicare MgdCare	49,211	93,228	88,353	102,335	128,332	68,514	116,861	100,822	84,573	168,970	131,129	106,342	97,733
8510-4590-44543 OP-Medicare At Risk	39 845	17,824	11,960	17,025	20,034	24,768	41,728	22,857	69,893	14,985	29,853	5,670	22,230
8510-4590-44551 OP-Medi-Cal	2,534	535	9,579	4,139	1,605	0	1,154	6,090	12,234	7,271	8,694	19,912	11,557
8510-4590-44552 OP-Medi-Cal MgdCare	33,253	35,218	42,991	49,553	51,810	57,205	55,029	59,591	35,243	30,935	19,768	45,172	41,941
8510-4590-44561 OP-Other Govt FFS	0	0	0	535	0	0	0	0	0	0	0	0	0
8510-4590-44591 OP-Other	107,079	56,531	76,917	45,362	91,812	99,359	72,539	48,358	59,025	58,394	70,769	53,951	59 014
8510-4590-44701 ER-Self Pay	18,126	20,320	20,895	24,810	23,940	15,515	15,172	21,928	14,428	20,772	18,494	23,020	9,809
8510-4590-44721 ER-Comm Ins	6,965	2,140	4,280	10,155	6,965	4,280	5,109	2,685	1,731	3,462	1,731	2,885	2,308
10-4590-44722 ER-Comm MgdCare	25,670	18,725	22,470	24,810	20,865	18,585	21,505	34,390	22,503	29,427	24,811	21,343	13,271
590-44723 ER-At Risk	535	535	0	0	1,070	535	2,268	577	1,154	1,154	2,308	2,308	0
590-44731 ER-WIC	1,070	535	1,070	0	0	0	0	0	0	0	577	0	0
590-44741 ER-Medicare	49,768	56,178	49,220	52,965	48,010	52,965	41,884	50,008	48,760	42,488	36,928	47,295	34,043
590-44742 ER-Medicare MgdCare	26,690	29,358	26,760	28,358	34,778	26,215	32,398	40,390	22,503	33,466	30,801	27,696	19,041
10-4590-44743 ER-Medicare At Risk	2,140	2,140	4,815	3,745	4,815	6,023	6,840	9,809	6,924	4,039	5,347	6,925	5,193
8510-4590-44751 ER-Medi-Cal	33,170	32,100	28,356	24,076	32,535	35,310	29,124	28,273	30,581	24,811	18,494	29,542	22,503
8510-4590-44752 ER-Medi-Cal MgdCare	62,598	69,550	68,340	72,225	67,410	52,965	64 091	59,431	58,548	61,739	51,182	58,854	51,353
8510-4590-44761 ER-Other Govt FFS	0	0	1,070	0	535	0	0	577	0	577	577	0	0

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8510-4590-44792 ER-Other-MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	577
8510-4590-44793 ER-Other-At Risk	535	535	1,605	0	0	0	0	0	0	0	0	0	577
8510-4810-41141 IP Acute-Medicare	0	1 873	0	3,853	0	2,207	0	0	0	0	5,473	0	0
8510-4810-41142 IP Acute-Medicare MgdCare	1,873	0	0	0	0	0	0	0	0	0	5,102	0	5,102
8510-4810-41143 IP Acute-Medicare At Risk	0	0	0	0	0	0	0	5,473	0	0	0	0	0
8510-4810-41151 IP Acute-Medi-Cal	0	0	0	1,873	0	0	0	0	0	5,473	0	0	7,535
8510-4810-41152 IP Acute-Medi-Cal MgdCare	0	0	0	0	0	1,391	0	5,473	6,289	5,473	0	0	5,473
8510-4810-41222 SNF-Comm MgdCare	0	0	1,873	0	0	0	0	0	0	0	0	0	0
8510-4810-41241 SNF-Medicare	0	1,873	0	0	0	0	0	0	0	0	0	0	0
8510-4810-44522 OP-Comm MgdCare	0	0	1,873	1,873	0	0	0	5,473	0	0	5,473	6,289	0
8510-4810-44541 OP-Medicare	1,873	1,873	(2,544)	3,749	1,873	2,418	15,937	17,236	0	10,946	5,473	21,892	11,782
8510-4810-44542 OP-Medicare MgdCare	0	0	1,873	0	0	0	0	0	5,473	0	10,946	10,946	10,946
8510-4810-44552 OP-Medi-Cal MgdCare	0	0	0	0	0	3,334	0	10,946	0	11,576	12,578	8,744	10,946
8510-4820-41101 IP Acute-Self Pay	0	0	1,437	0	0	1,437	1,437	0	0	0	2,874	0	0
8510-4820-41121 IP Acute-Comm Ins	0	1,437	0	0	0	0	0	0	0	0	0	0	0
8510-4820-41122 IP Acute-Comm MgdCare	1,437	0	2,874	4,311	2,874	4,311	1,437	1,437	2,874	0	5,748	2,874	0
8510-4820-41123 IP Acute-Comm At Risk	1,437	0	0	0	1,437	0	0	0	0	0	0	0	0
8510-4820-41141 IP Acute-Medicare	20,181	28,740	27,303	18,681	23,118	17,244	14,370	30,174	17,244	25,865	11,496	22,992	21,555
8510-4820-41142 IP Acute-Medicare MgdCare	12,933	7,185	7,248	5,748	11,496	5,748	5,622	2,874	12,933	1 437	10,059	2,874	24,429
8510-4820-41143 IP Acute-Medicare At Risk	5,748	2,874	4,311	10,059	4,311	1,437	1,437	5,748	14,364	5,622	0	1,437	1,437
8510-4820-41151 IP Acute-Medi-Cal	2,874	5,748	2,874	2,874	2,874	1,437	0	5,748	4,311	5 748	2,874	2,874	2,874
8510-4820-41152 IP Acute-Medi-Cal MgdCare	7,185	5,622	5,748	11 496	7,185	5,748	11,453	18,907	7,185	5,748	4,311	4,311	5,748
8510-4820-41191 IP Acute-Other	1,437	0	0	0	0	0	0	0	0	0	0	0	0
8510-4820-41222 SNF-Comm MgdCare	0	0	0	0	1,437	0	0	0	0	0	0	0	0
8510-4820-41241 SNF-Medicare	1,437	1,437	0	0	0	0	0	1,437	0	0	0	0	0
8510-4820-41441 IP Rehab-Medicare	0	1,437	1,437	0	0	0	0	2,874	0	2,874	0	0	0
8510-4820-41442 IP Rehab-Medicare MgdCare	0	0	0	0	0	0	0	0	1,437	0	0	0	0
8510-4820-44522 OP-Comm MgdCare	0	4,311	0	0	1,437	2,971	1,437	0	0	1,437	0	1,437	1,437
8510-4820-44541 OP-Medicare	8,622	1,437	1,437	0	0	10,059	0	1,437	2,874	1,437	0	0	0
8510-4820-44542 OP-Medicare MgdCare	1,437	0	0	0	0	0	1,437	0	2,874	0	0	0	1,437
8510-4820-44543 OP-Medicare At Risk	0	2,874	0	0	0	0	0	0	0	0	0	0	1,437
8510-4820-44552 OP-Medi-Cal MgdCare	2,971	1,437	0	0	2,874	1,437	1,437	2,874	1,437	0	1,437	0	0
8510-4830-41101 IP Acute-Self Pay	8,930	29,294	24,190	24,730	26,066	18,256	28,091	30,178	8,457	38,307	15,917	15,899	8 185
8510-4830-41121 IP Acute-Comm Ins	13,147	14,912	0	0	693	8,644	4,710	6,388	8,049	1,388	2,043	11,093	2,002
8510-4830-41122 IP Acute-Comm MgdCare	143,193	118,458	125,569	129,880	108,282	88,364	123,522	170,877	84,159	97,818	165,723	127,428	90,815
8510-4830-41123 IP Acute-Comm At Risk	3,816	6,694	1,388	11,806	12,266	4 408	3,888	1 448	784	2,079	0	1,970	693
8510-4830-41131 IP Acute-WIC	2,200	693	0	857	3,892	4,488	0	4,762	12 445	916	1,314	13,528	2,012
8510-4830-41141 IP Acute-Medicare	705,838	813,268	696,902	605,090	722,849	763 033	770 488	892,907	770,762	650,840	857,763	736,945	698,269
8510-4830-41142 IP Acute-Medicare MgdCare	159,195	221,825	181,835	201,909	222,494	188,187	265,535	213,025	214,846	318,977	243,722	235,808	242,994
8510-4830-41143 IP Acute-Medicare At Risk	68,424	72,579	98,778	99,391	64,809	82,824	144,804	104,278	110,822	148,746	87,940	99,786	80,089
8510-4830-41151 IP Acute-Medi-Cal	98,389	74,882	113,926	77,152	93,857	98,372	114,888	170,147	137,472	98,038	152,342	88,589	98,160
8510-4830-41152 IP Acute-Medi-Cal MgdCare	234,853	195,859	213,734	237,760	168,310	264,044	288,470	294,803	263,228	343,302	376,280	247,936	196,316
8510-4830-41181 IP Acute-Other Govt FFS	0	0	1,083	0	390	1,280	0	0	0	1,403	0	1,324	0
8510-4830-41181 IP Acute-Other Indigent	0	0	0	0	0	0	488	0	0	0	802	0	0
8510-4830-41191 IP Acute-Other	693	0	693	0	0	1,388	4,096	0	1,388	693	0	1 477	0
8510-4830-41222 SNF-Comm MgdCare	1,436	2,702	3,871	693	2,769	693	2,564	0	2,079	698	0	0	0
8510-4830-41223 SNF-At Risk	0	0	0	0	0	0	693	0	0	1,388	0	0	0
8510-4830-41241 SNF-Medicare	17,993	22,429	19,126	21,132	22,993	24,522	31,227	21,429	36,630	18,626	5,489	19,996	2,297
8510-4830-41242 SNF-Medicare MgdCare	8,217	0	0	1,388	1,083	0	0	2,223	0	2,079	2,576	1,957	0
8510-4830-41243 SNF-Medicare At Risk	2,079	0	5,009	8 029	5,010	829	693	2,848	3,944	1,958	2,017	606	0
8510-4830-41261 SNF-Medi-Cal	0	0	0	0	0	0	0	1,324	0	0	0	0	0
8510-4830-41262 SNF-Medi-Cal MgdCare	0	0	0	829	0	0	693	829	0	0	0	0	693
8510-4830-41422 IP Rehab-Comm Ins Mgd Cre FFS	0	3,948	1,472	8,737	0	0	0	0	0	0	5,144	693	0
8510-4830-41423 IP Rehab-Comm Ins at Risk	693	693	693	693	693	829	0	0	0	0	0	0	0
8510-4830-41431 IP Rehab-WIC	0	0	0	0	0	0	0	0	0	0	0	0	1,016
8510-4830-41441 IP Rehab-Medicare	21,065	17,808	7,537	13,176	26,552	12,204	6,120	13,719	9,428	17,671	20,413	14,334	16,624
8510-4830-41442 IP Rehab-Medicare MgdCare	0	0	0	0	679	0	2,079	4,729	2,505	488	488	742	8,781
8510-4830-41443 IP Rehab-Medicare At Risk	981	0	0	0	0	0	693	4 667	5,094	0	1,477	0	693
8510-4830-41451 IP Rehab-Medi-Cal	0	0	0	0	0	0	0	0	0	3,312	693	0	0
8510-4830-41452 IP Rehab-Medi-Cal MgdCare	0	0	4,422	0	0	7,843	693	0	693	693	693	693	0
8510-4830-44501 OP-Self Pay	679	1,388	0	5,010	300	2,897	679	784	1,388	784	693	488	0
8510-4830-44521 OP-Comm Ins	1,909	3,857	0	1,945	551	4,074	1,888	0	784	2,261	2,261	1,291	2,543
8510-4830-44522 OP-Comm MgdCare	120,875	98,981	123,230	112,811	86,769	91,855	118,459	68,030	85,328	78,011	86,543	88,881	71,618
8510-4830-44523 OP-At Risk	693	693	1,913	2,104	0	816	6,269	784	693	742	17,087	0	2,000
8510-4830-44531 OP-WIC	679	679	0	1,358	679	1,043	679	1,566	3,332	2,450	784	0	784
8530-0641 OP-Medicare	173,264	197,515	200,662	152,398	172,550	153,504	171,067	188,235	178,253	149,092	181,618	207,079	171,863
8530-44542 OP-Medicare MgdCare	109,038	116,271	138,522	90,721	95,454	89,360	141,211	71,566	84,340	94,302	87,231	133,788	113,926
8530-44543 OP-Medicare At Risk	12,641	7,481	20,723	8,606	13,990	21,590	31,295	8,179	27,592	21,884	13,368	22,700	7,982
10-4830-44551 OP-Medi-Cal	9,162	15,578	9,972	6,609	7 817	5,385	32,241	5,753	1,731	5,559	9,850	10,280	5,385
8510-4830-44552 OP-Medi-Cal MgdCare	74,564	60,076	205,815	68,703	60,255	91,901	64,381	47,704	32,117	107,799	118,499	81,347	98,827
8510-4830-44581 OP-Other Govt FFS	1,388	0	0	679	0	0	0	0	0	0	0	0	0
8510-4830-44581 OP-Other Indigent	0	0	0	0	0	0	0	0	0	0	314	0	0
8510-4830-44591 OP-Other	26,758	21,762	30,573	19,014	20,672	28,412	20,160	17,577	21,705	26,770	17,473	9 488	27,109
8510-4830-44701 ER-Self Pay	61,236	58,264	62,647	69,448	56,859	39 874	71,800	65,412	43,274	62,763	84,381	61,158	31,924
8510-4830-44721 ER-Comm Ins	9 475	8,728	8,478	11,885	14,110	8,602	9,957	5,774	2,772	5,417	7,233	11,873	4,190
8510-4830-44722 ER-Comm MgdCare	45,036	62,052	81,467	60,945	50,049	49,901	68,763	52,191	62,241	81,830	59,840	43,905	44,365
8510-4830-44723 ER-At Risk	0	693	723	693	2,109	2,195	4 003	488	1,385	693	2,772	1,388	0
8510-4830-44731 ER-WIC	5,780	8,524	5,911	3,098	1,931	3,062	1,999	3,028	3,333	0	471	1 162	2,310
8510-4830-44741 ER-Medicare	97,424	120,765	87,320	84,058	109,220	98,770	114,961	137,527	101,823	112,882	107,426	117,468	78,662
8510-4830-44742 ER-Medicare MgdCare	61,808	62,511	57,743	69,359	70,087	44,388	67,961	58,200	60,345	68,468	72,701	94,368	64,248
8510-4830-44743 ER-Medicare At Risk	7,719	6,279	13,941	7,723	3,859	13,508	17,501	17,112	17,351	13,553	13,845	19,771	10,583
8510-4830-44751 ER-Medi-Cal	72,206	77,578	63,839	61,375	76,910	73,909	80,726	81,579	90,583	69,026	64,716	89,819	68,770
8510-4830-44752 ER-Medi-Cal MgdCare	182,200	178,481	200,830	180,049	190,616	124,833	207,588	232,315	192,716	171,436	178,056	154,262	178,185
8510-4830-44761 ER-Other Govt FFS	0	2,166	3,135	0	691	723	0	1,388	693	1,388	693	0	723
8510-4830-44793 ER-Other-At Risk	0	693	693	0	1,102	0	693	1,834	2,602	0	4,098	1,154	5,440
8510-4831-41101 IP Acute-Self Pay	0	817	263	563	305	263	51,226	832	8,553	710	0	0	0
8510-4831-41121 IP Acute-Comm Ins	305	147,542	0	0	0	0	0	832	832	0	0	19,142	0
8510-4831-41122 IP Acute-Comm MgdCare	134,342	581,833	118,087	20,815	18 416	19,931	183,038	180,297	80,768	84,450	201,585	79,164	328,081
8510-4831-41123 IP Acute-Comm At Risk	107,921	0	0	70,963	18,680	24,325	47,504	0	24,955	0	0	0	0
8510-4831-41131 IP Acute-WIC	0	0	0	0	0	0	0	0	832	0	0	329	0
8510-4831-41141 IP Acute-Medicare	826,443	552,960	581,697	524,154	901,656	844,852	894,368	839,526	788,302	595,032	844 931	1,029,914	1,135,857
8510-4831-41142 IP Acute-Medicare MgdCare	697,579	151,327	74,579	167,715	358,316	82,939	376,336	536,869	125,256	331,062	618,439	269,150	231,292
8510-4831-41143 IP Acute-Medicare At Risk	128,473	1,139	209,332	138,321	169,038	108,054	274,371	337,527	313,401	104,950	23,207	92,224	19,898
8510-4831-41151 IP Acute-Medi-Cal	84,669	58,869	152,739	90,676	30,906	60,458	134,470	169,723	260,591	238,666	379,830	151,668	119,578
8510-4831-41152 IP Acute-Medi-Cal MgdCare	279,488	797,972	671,784	440,845	1,099,530	1,138,620	988,594	918,304	896,768	372,051	762,585	681,480	400,776
8510-4831-41241 SNF-Medicare	305	859	0	254	817	2,297	811	3,218	67	0	0	38,721	0
8510-4831-41242 SNF-Medicare MgdCare	253	0	0	0	0	0	0	0	0	0	0	0	0
8510-4831-41243 SNF-Medicare At Risk	0	0	0	0	0	0	0	0	0	0	18,762	0	0
8510-4831-41422 IP Rehab-Comm Ins Mgd Cre FFS	0	0	0	253	0	0	0	0	0	0	329	0	0
8510-4831-41441 IP Rehab-Medicare	14,588	0	58,832	0	3,165	253	32,148	0	76 035	0	0	93,549	0
8510-4831-41442 IP Rehab-Medicare MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	329
8510-4831-44522 OP-Comm MgdCare	178,362	102,881	73,492	169,211	69,058	24,512	148,518	101,621	68,987	147,735	74,306	140,804	152,538
8510-4831-44541 OP-Medicare	871,325	363,518	737,202	818,730	716,437	749,653	319,426	317,876	403,955	380,823	498,221	510,892	269,233
8510-4831-44542 OP-Medicare MgdCare	181,520	171,190	311,894	217,527	98,711	492,813	68,835	482,475	109,875	176,534	212,475	0	277,535
8510-4831-44543 OP-Medicare At Risk	0	0	268	105,801	0	98,344	114,722	(177,529)	1,904	0	0	82,809	0
8510-4831-44551 OP-Medi-Cal	0	136,053	0	46,275	0	0	44,885	0	0	103,057	0	0	0
8510-4831-44552 OP-Medi-Cal MgdCare	157,662	124,761	337,226	76,943	327,220	227,008	331,909	188,732	0	305,882	57,742	2,886	104,910
8510-4831-44722 ER-Comm MgdCare	0	54,311	61,305	37 167	0	119,316	488	0	488	0	119,050	18,964	0
8510-4831-44723 ER-At Risk	0	0	0	0	43,696	0	0	(7,282)	0	0	0	0	0
8510-4831-44741 ER-Medicare	113,570	18 133	107,330	29,254	4,830	242,909	60,114	78,529	80,177	134,846	151,814	109,213	54,574
8510-4831-44742 ER-Medicare MgdCare	61,226	133,048	37,704	0	4,838	30,447	14,917	0	0	136,593	50,976	89 672	48,040
8510-4831-44743 ER-Medicare At Risk	0	0	0	0	0	1,032	0	0	1,177	0	0	68,713	0
8510-4831-44751 ER-Medi-Cal	0	106,391	0	2,327	71,814	0	898	0	0	42,555	209,196	119,499	119,770
8510-4831-44752 ER-Medi-Cal MgdCare	271,250	1,170	50,059	0	127,504	54,110	54,672	158,740	14 053	67,870	488	64,162	99,283
8510-4830-41141 IP Acute-Medicare	0	0	0	0	0	0	0	0	0	0	0	1,738	0
8510-4838-44522 OP-Comm MgdCare	3,809	2,710	2,414	5,007	5,228	4,053	3,913	9 430	4,851	5,031	5,251	3,894	2,529
8510-4838-44541 OP-Medicare	17,832	8,373	32,478	19,658	18,098	17,053	13,777	29 857	17,912	21,831	26,753	21,748	23,028
8510-4838-44542 OP-Medicare MgdCare	13,848	8 620	5,418	9,019	3,806	13,450	13,174	9,268	8 857	11,888	8,174	12,218	8,385
8510-4838-44543 OP-Medicare At Risk	0	919	436	4,805	919	2,757	1,388	1,306	3,939	2,200	3,776	919	1,807
8510-4838-44552 OP-Medi-Cal MgdCare	0	0	0	436	0	1,576	0	2,579	742	1,838	1,537	2,556	1,537
8510-4838-44581 OP-Other Govt FFS	0	0	0	0	919	0	0	0	0	919	919	0	0
8510-4850-41101 IP Acute-Self Pay	0	18,539	17,139	0	5,936	0	0	0	0	0	5,936	0	0
8510-4850-41121 IP Acute-Comm Ins	0	0	0	0	0	5,936	0	0	0	0	0	0	0
8510-4850-41122 IP Acute-Comm MgdCare	48,002	21,930	19,840	49,721	24,845	11,572	21,245	23,332	69,137	47,998	50,571	5,936	52,691
8510-4850-41123 IP Acute-Comm At Risk	6,065	7,037	0	0	5,693	7,396	0	11,572	5,936	8,772	0	0	0
8510-4850-41131 IP Acute-WIC	0	0	6,693	0	0	8 693	0	4,339	5,936	0	0	7,916	0
8510-4850-41141 IP Acute-Medicare	135,744	169,125	120,345	149,736	216,193	161,863	139,706	188,617	163,065	152,400	176,026	189,527	109,294
8510-4850-41142 IP Acute-Medicare MgdCare	59,500	68,741	69,214	85,948	113,583	71,052	133,878	105,389	69,590	86,157	126,184	140,763	84,784
8510-4850-41143 IP Acute-Medicare At Risk	48,749	42,222	34,497	21,111	24,845	29,493	28,188	45,396	41,480	58,418	36,096	51,917	29,580
8510-4850-41151 IP Acute-Medi-Cal	35,185	27,829	39,919	70 026	45,374	10,831	35,572	26,497	7,618	16,660	25,607	12,780	58,590
8510-4850-41152 IP Acute-Medi-Cal MgdCare	85,633	120,343	48,228	108,224	73,274	78,177	86,459	94,981	58,249	49,204	105,914	62,252	99,936
8510-4850-41241 SNF-Medicare	0	20,079	7,037	0	0	8,693	0	13,716	6,628	13,767	0	0	0
8510-4850-41242 SNF-Medicare MgdCare	0	0	0	0	7 499	0	0	0	0	0	0	0	0
8510-4850-41261 SNF-Medi-Cal	0	0	0	0	0	0	0	15,439	0	0	0	0	0
8510-4850-41441 IP Rehab-Medicare	7,037	0	0	0	7,396	0	0	0	0	5,936	0	0	0
10-4850-44501 OP-Self Pay	0	7,037	0	0	0	0	0	0	0	0	0	0	0
850-44521 OP-Comm Ins	0	0	0	0	0	0	0	0	0	7,916	0	2,441	0
850-44522 OP-Comm MgdCare	53,758	39 350	34,203	27,450	34,348	84,535	62,069	86,104	33,921	29,815	27,523	30 911	38,781
850-44523 OP-At Risk	0	7,037	0	0	0	0	0	0	0	0	0	0	0
0-4859-44531 OP-WIC	0	0	0	0	0	0	0	5,936	0	0	0	0	0
8510-4850-44541 OP-Medicare	169,080	45,969	132,493	134,072	103,208	109,719	60,117	116,539	92,141	192,801	153,747	82,670	118,318
8510-4850-44542 OP-Medicare MgdCare	34,841	98,174	58,049	79,850	60,447	39,571	94,080	81,831	69,705	117,403	90,319	45,684	76,943
8510-4850-44543 OP-Medicare At Risk	41,849	7,037	7,499	19,459	15,691	11,572	0	37,161	43,953	19,465	5,936	0	5,936
8510-4850-44551 OP-Medi-Cal	7,037	0	20 423	7,037	6,693	0	0	0	0	7,916	7,916	5,936	7,916

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8510-4650-44552 OP-Medi-Cal MgdCare	42,222	20,202	32,401	21,111	37,816	11,572	35,139	26,469	21,329	11,572	5,939	50,557	27,083
8510-4650-44591 OP-Other	140,740	63,333	105,839	34,939	54,127	126,326	76,129	41,552	63,943	71,232	99,206	92,900	53,040
8510-4650-44722 ER-Comm MgdCare	0	0	8,065	0	0	0	0	0	0	0	0	0	0
8510-4650-44741 ER-Medicare	0	0	0	0	0	0	0	0	5,938	0	0	3,409	0
8510-4660-41101 IP Acute-Self Pay	5,807	13,516	5,417	5,417	5,759	5,758	23,679	19,916	5,758	11,384	18,506	13,516	0
8510-4660-41121 IP Acute-Comm Ins	0	0	0	0	0	5,758	5,674	0	5,417	5,826	0	13,516	5,893
8510-4660-41122 IP Acute-Comm MgdCare	56,047	62,724	74,338	48,289	79,538	123,885	69,673	118,731	51,732	116,406	109,037	118,049	61,281
8510-4660-41123 IP Acute-Comm At Risk	0	23,526	0	16,348	13,516	0	4,526	12,634	4,826	5,758	0	0	0
8510-4660-41131 IP Acute-WJC	0	0	0	0	0	0	0	5,674	5,674	0	0	7,557	0
8510-4660-41141 IP Acute-Medicare	220,760	312,552	274,526	248,207	302,968	408,593	393,088	273,572	234,315	494,617	337,930	348,994	310,765
8510-4660-41142 IP Acute-Medicare MgdCare	122,514	105,574	99,425	97,580	141,002	84,586	129,276	119,236	194,721	148,534	128,668	140,415	127,288
8510-4660-41143 IP Acute-Medicare At Risk	32,578	6,758	66,978	58,655	39,938	12,175	59,867	57,773	47,306	48,258	30,310	43,833	31,420
8510-4660-41151 IP Acute-Medi-Cal	67,607	73,129	77,783	68,388	23,064	57,740	52,324	114,790	69,713	83,203	117,321	102,570	55,926
8510-4660-41152 IP Acute-Medi-Cal MgdCare	104,193	118,288	92,143	63,668	117,012	153,274	128,208	224,442	112,486	66,639	127,892	92,528	129,211
8510-4660-41181 IP Acute-Other Govt FFS	0	0	0	0	5,417	0	0	0	0	5,206	0	0	0
8510-4660-41222 SNF-Comm MgdCare	0	0	0	5,758	0	0	5,183	0	0	0	0	0	0
8510-4660-41241 SNF-Medicare	5,417	16,705	10 448	0	0	5,674	0	26,330	5,206	0	0	5,758	0
8510-4660-41243 SNF-Medicare At Risk	0	0	0	0	5,674	0	0	0	0	0	7,574	0	0
8510-4660-41422 IP Rehab-Comm Ins Mgd Cre FFS	0	5,690	5,758	0	0	0	0	0	0	0	0	13,234	0
8510-4660-41423 IP Rehab-Comm Ins at Risk	0	0	0	0	0	13,516	0	0	0	0	0	0	0
8510-4660-41441 IP Rehab-Medicare	5,807	5,758	33,369	5,690	5,941	5,690	0	7,357	5,206	5,758	26,864	14,859	0
8510-4660-41442 IP Rehab-Medicare MgdCare	0	0	0	0	0	0	0	0	13,516	5,206	14,782	5,206	0
8510-4660-41452 IP Rehab-Medi-Cal MgdCare	0	0	0	0	0	5,758	0	0	0	0	0	7,901	0
8510-4660-44501 OP-Self Pay	0	7,901	0	5,758	0	0	0	0	0	0	0	0	0
8510-4660-44521 OP-Comm Ins	0	0	0	0	0	0	0	0	0	0	0	4,526	0
8510-4660-44522 OP-Comm MgdCare	138,832	168,206	158,010	107,773	141,037	130,168	194,148	169,756	144,397	169,950	181,268	128,312	180,882
8510-4660-44523 OP-At Risk	0	0	0	0	0	0	0	0	0	0	7,251	0	12,634
8510-4660-44531 OP-WJC	0	0	0	0	0	0	0	9,206	0	0	0	0	0
8510-4660-44541 OP-Medicare	269,642	194,760	187,890	148,883	169,311	190,381	191,768	157,118	200,863	241,666	183,353	208,807	181,022
8510-4660-44542 OP-Medicare MgdCare	184,142	120,019	127,182	157,524	111,697	103,482	92,768	121,457	110,048	169,156	138,941	94,218	99,200
8510-4660-44543 OP-Medicare At Risk	0	5,758	14,559	5,758	5,758	27,068	5,758	5,758	0	25,926	5,758	0	5,826
8510-4660-44551 OP-Medi-Cal	0	0	5,758	0	0	0	0	0	0	0	9,292	5,758	0
8510-4660-44552 OP-Medi-Cal MgdCare	0	0	0	0	15,565	15,565	5,417	13,761	5,758	21,925	6,283	7,941	5,893
8510-4660-44591 OP-Other	5,758	5,457	13,516	0	5,417	0	0	5,700	0	5,778	12,534	0	5,758
8510-4660-44701 ER-Self Pay	0	0	7,901	0	19 170	0	0	12,534	0	0	18,234	0	0
8510-4660-44721 ER-Comm Ins	0	0	0	0	0	11,591	0	0	0	0	0	0	0
8510-4660-44722 ER-Comm MgdCare	5,807	0	24,173	12,458	0	14,767	5,758	5,758	0	11,367	5,758	18,838	0
8510-4660-44723 ER-At Risk	0	5,941	0	0	0	0	0	0	0	0	0	0	0
8510-4660-44741 ER-Medicare	0	5,758	4,526	0	13,516	21,573	19,292	5,206	0	12,984	0	27,247	0
8510-4660-44742 ER-Medicare MgdCare	5,206	0	0	21,005	0	21,573	20,330	0	0	0	13,516	21,317	5,674
8510-4660-44743 ER-Medicare At Risk	0	0	0	0	0	0	0	0	0	0	0	13,516	0
8510-4660-44751 ER-Medi-Cal	13,516	5,206	5,758	5,807	0	0	0	0	0	27,579	5,758	12,524	5,758
8510-4660-44752 ER-Medi-Cal MgdCare	18,022	17,594	0	0	13,572	5,758	0	49,328	0	13,572	12,458	51,215	13,572
8510-4660-44781 ER-Other Govt FFS	0	0	0	0	0	0	0	0	4,526	0	0	0	0
8510-4670-41101 IP Acute-Self Pay	3,927	3,458	7,010	7,415	19,108	2,938	0	19,209	17,336	5,635	3,933	8,531	3,933
8510-4670-41121 IP Acute-Comm Ins	583	3,157	0	0	1,545	0	0	9,368	3,193	0	0	7,765	3,369
8510-4670-41122 IP Acute-Comm MgdCare	81,579	54,109	52,938	62,538	49,526	30,077	28,260	77,976	39,918	47,234	83,242	71,269	55,144
8510-4670-41123 IP Acute-Comm At Risk	4,544	0	0	563	8,688	1,781	3,167	0	0	0	0	4,624	3,157
8510-4670-41131 IP Acute-WJC	0	0	0	0	0	0	0	0	961	0	0	961	0
8510-4670-41141 IP Acute-Medicare	338,999	310,016	303,321	276 936	297,034	330,034	329,155	315,478	357,568	338,791	311,347	333,412	333,538
8510-4670-41142 IP Acute-Medicare MgdCare	70,467	97,297	68,842	57,893	92,184	57,450	83,689	93,494	89,743	91,105	85,374	98,653	105,352
8510-4670-41143 IP Acute-Medicare At Risk	23,136	22,711	27,868	26,813	29,211	23,973	71,563	26,824	41,728	34,981	30,804	31,941	25,816
8510-4670-41151 IP Acute-Medi-Cal	39,764	48,257	48,497	52,309	44,282	48,571	49,010	51,213	68,110	35,028	54,521	48,177	50,176
8510-4670-41152 IP Acute-Medi-Cal MgdCare	121,837	113,871	143,931	118,664	97,192	152,713	171,801	204,254	132,396	130,434	211,720	99 823	103,814
8510-4670-41181 IP Acute-Other Indigent	0	0	0	0	0	0	0	0	0	0	3,753	0	0
8510-4670-41191 IP Acute-Other	0	0	0	0	0	1,551	0	0	0	0	0	11,858	0
8510-4670-41222 SNF-Comm MgdCare	0	0	0	0	1,513	0	0	0	1,426	0	0	2,242	0
8510-4670-41241 SNF-Medicare	5,852	9 526	5,295	9,767	1,559	6,188	3 447	5,761	5,688	5,679	2,382	6,189	0
8510-4670-41242 SNF-Medicare MgdCare	553	0	0	0	0	0	0	0	0	0	0	0	0
8510-4670-41243 SNF-Medicare At Risk	0	0	0	0	0	0	0	0	0	0	2,382	0	0
8510-4670-41422 IP Rehab-Comm Ins Mgd Cre FFS	0	0	2,382	553	0	0	0	0	0	0	961	3,157	0
8510-4670-41441 IP Rehab-Medicare	553	5,613	2,382	7,114	5,559	5,964	2,382	0	951	0	2,382	4,448	10,733
8510-4670-41442 IP Rehab-Medicare MgdCare	0	0	0	0	0	0	0	0	2,382	0	0	3,157	961
8510-4670-41452 IP Rehab-Medi-Cal MgdCare	0	0	1,913	0	0	0	0	0	0	0	0	0	0
10-4670-44501 OP-Self Pay	2,382	7,146	5,528	7,145	14,292	4,764	9,528	4,764	2,382	2,382	11,910	2,382	7,146
670-44521 OP-Comm Ins	0	0	0	0	0	2,156	0	0	0	0	0	3,405	5,005
670-44522 OP-Comm MgdCare	122,073	113,795	119,112	111,757	108,440	100,429	124,082	108,337	101,993	113,901	93,762	103,896	115,637
670-44523 OP-At Risk	0	0	5,118	0	0	0	0	0	0	0	0	0	0
0-4670-44531 OP-WJC	0	0	0	0	0	0	0	0	0	2,168	0	0	0
8510-4670-44541 OP-Medicare	89,839	127,158	93,523	124,930	87,528	86,836	79,935	97,710	85,302	107,921	128 459	139,918	116,038
8510-4670-44542 OP-Medicare MgdCare	84,576	71,516	110,898	74,765	67,152	93,704	63,230	85,104	70,589	62,057	103,903	81,145	85,258
8510-4670-44543 OP-Medicare At Risk	3,167	3,521	10,768	11,129	17,507	7,511	7,008	8,369	5,674	9,092	12,197	20 668	15,820
8510-4670-44551 OP-Medi-Cal	19,215	12,810	20 496	15,922	4,912	11,732	13,275	26,856	12,122	22,448	19,141	21,277	14,988
8510-4670-44552 OP-Medi-Cal MgdCare	10,397	10,294	14 444	11,320	2,943	7,564	10,040	17,580	0	6,316	10,858	2,168	3,511
8510-4670-44581 OP-Other Indigent	0	0	0	0	0	0	0	0	0	0	4,624	0	0
8510-4670-44591 OP-Other	66,596	54,765	58,166	47,096	37,857	68,241	56,923	28,594	42,496	69 023	39,967	33,348	50,022
8510-4670-44701 ER-Self Pay	30,310	10,269	18,906	16,260	17,911	30,745	24,197	22,485	24,336	34,259	18,059	19,840	8,951
8510-4670-44721 ER-Comm Ins	1,545	0	0	1,545	0	2,352	0	0	5,910	1,551	0	0	0
8510-4670-44722 ER-Comm MgdCare	27,392	25,978	31,537	20,157	32,172	10,684	21,932	25,293	26,854	26,518	31,573	11,232	25,668
8510-4670-44723 ER-At Risk	0	0	0	0	0	0	0	0	0	0	1,551	0	0
8510-4670-44741 ER-Medicare	17,398	24,852	34,418	7,376	33,697	33,285	33,423	29,139	18,053	33,988	24,321	9,324	11,858
8510-4670-44742 ER-Medicare MgdCare	12,424	0	11,010	3,522	8,984	6,180	9,723	8,079	4,711	8,663	2,502	8,533	11,829
8510-4670-44743 ER-Medicare At Risk	0	1,845	2,742	1,545	3,758	6,669	0	1,551	2,242	1,551	3,102	4,653	3,423
8510-4670-44751 ER-Medi-Cal	56,928	44,198	39,113	40 671	37,705	43,188	29,222	44,057	34,218	30,719	20,801	19,219	24,432
8510-4670-44752 ER-Medi-Cal MgdCare	77,272	72,826	58,280	98,111	58,899	112,483	74 830	52,434	73,281	53,660	86,998	62,242	53,713
8510-4670-44781 ER-Other Govt FFS	0	0	1,553	0	0	0	0	0	0	0	0	0	0
8510-4680-41101 IP Acute-Self Pay	26,561	40,731	31,088	47,269	48,564	27,005	89,451	108,496	43,112	74,932	73,796	85,276	84,394
8510-4680-41121 IP Acute-Comm Ins	14,894	14,183	0	0	3,658	14,696	8,994	14,871	4,845	0	0	21,742	3,577
8510-4680-41122 IP Acute-Comm MgdCare	169,264	163,814	209,228	144,526	112,208	142,656	142,780	284,750	157 138	173,348	284,129	173,688	75,230
8510-4680-41123 IP Acute-Comm At Risk	10,209	12,192	0	12,810	18,498	8,161	8,994	8,994	0	8,994	0	8,994	0
8510-4680-41131 IP Acute-WJC	0	3,631	0	0	0	3,449	0	8,252	0	0	0	13,314	0
8510-4680-41141 IP Acute-Medicare	761,012	743,005	859,041	874,796	831,008	768,971	1,197,368	1,069,716	1,095,131	1,097,744	1,018,641	1,177,897	1,149 940
8510-4680-41142 IP Acute-Medicare MgdCare	252,022	264,832	293,269	324,242	353,654	264,381	365,652	409,185	355,095	478,217	383,501	278,808	439,311
8510-4680-41143 IP Acute-Medicare At Risk	103,172	82,884	113,659	141,001	127,733	182,138	180,526	145,697	181,188	213,513	119,340	117,778	89 454
8510-4680-41151 IP Acute-Medi-Cal	138,344	161 013	207,011	170,130	131,274	198,311	161,833	305,359	327,109	203,779	312,537	203,103	230,094
8510-4680-41152 IP Acute-Medi-Cal MgdCare	294,520	269,869	310,530	270,424	348,779	253,409	436,098	399,598	448,922	510,511	696,446	406,369	370,900
8510-4680-41181 IP Acute-Other Govt FFS	0	0	4 493	0	4,493	0	0	0	0	0	0	0	0
8510-4680-41191 IP Acute-Other Indigent	0	0	0	0	0	0	0	8,947	0	0	7,977	0	0
8510-4680-41191 IP Acute-Other	3,649	0	0	0	0	0	0	0	0	0	0	0	0
8510-4680-41241 SNF-Medicare	3,649	11,570	8,310	10,998	0	0	15,731	34,155	12,476	8,259	3,977	19,156	0
8510-4680-41242 SNF-Medicare MgdCare	0	0	0	0	4,545	0	0	0	0	0	7,977	0	0
8510-4680-41243 SNF-Medicare At Risk	0	0	0	0	0	3,688	0	0	0	0	0	0	0
8510-4680-41252 SNF-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	0	3,977	4,374	0
8510-4680-41422 IP Rehab-Comm Ins Mgd Cre FFS	0	0	3,649	0	0	0	0	0	0	0	0	3,977	0
8510-4680-41441 IP Rehab-Medicare	7,298	12,987	10,998	14,747	7,307	25,515	12,171	22,502	7,764	9,347	19,919	39,382	3,977
8510-4680-41442 IP Rehab-Medicare MgdCare	0	0	0	0	0	0	5,970	3,977	8 722	4,845	12,715	0	0
8510-4680-41443 IP Rehab-Medicare At Risk	3,649	0	0	0	0	0	0	7,759	0	0	0	0	0
8510-4680-41452 IP Rehab-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	3,977	0	3,977	0
8510-4680-44501 OP-Self Pay	0	8,843	0	7,307	5,025	0	0	0	3,977	0	0	4,352	0
8510-4680-44521 OP-Comm Ins	0	0	0	0	0	0	0	0	4,147	0	8,024	4,147	11,857
8510-4680-44522 OP-Comm MgdCare	114,451	76,935	66,168	60,953	54,714	55,001	166,330	93,005	128,358	118,947	122,791	156,823	135,846
8510-4680-44523 OP-At Risk	0	0	4,197	0	0	0	0	0	0	0	7,759	0	12,985
8510-4680-44531 OP-WJC	0	0	0	0	0	4,348	0	0	0	0	0	0	0
8510-4680-44541 OP-Medicare	276,480	342,890	231,903	197,800	181,298	210,047	191,101	367,088	241,508	350,853	228 483	304,022	256,152
8510-4680-44542 OP-Medicare MgdCare	100,250	100,898	141,489	75,168	83,141	88,762	188,040	153,522	120,994	180,788	122,053	133,799	74,850
8510-4680-44543 OP-Medicare At Risk	7,298	16,665	18,586	8,998	7,985	3 449	24,891	15,994	22,013	30,812	23,488	0	32,452
8510-4680-44551 OP-Medi-Cal	0	0	3,949	4,945	0	0	0	0	19,595	12,989	17,727	26,771	16,983
8510-4680-44552 OP-Medi-Cal MgdCare	22,418	21,318	18,989	12,838	0	11,737	31,191	12,998	16,894	12,822	23,194	22,211	18,709
8510-4680-44591 OP-Other	27,492	9,740	10,494	24,716	18,319	42,557	13,006	42,394	18,975	38,062	26,356	11,900	22,200
8510-4680-44701 ER-Self Pay	158,287	227,859	204,264	217,354	228,760	152,855	309,835	226,488	201,974	198,797	225,710	251,903	202,257
8510-4680-44721 ER-Comm Ins	37,816	7,298	38,583	35,725	30,072	28,583	47,447	19,877	17,895	43,102	12,998	42,038	14,748
8510-4680-44722 ER-Comm MgdCare	127,253	171,012	219,168	158,353	202,034	107,449	329,743	250,885	314,007	253,500	241,885	219,878	218,898
8510-4680-44723 ER-At Risk	3,649	7,316	3,649	0	0	0	4,545	7,977	0	0	8,994	0	0
8510-4680-44731 ER-WJC	7,262	17,398	24,430	4 894	0	4,953	4,894	13,764	0	0	0	11,631	25,298
8510-4680-44741 ER-Medicare	310,783	513,086	418,487	310,691	391,508	313,981	554,851	554,527	337,934	507,045	567,439	528 134	298,634
8510-4680-44742 ER-Medicare MgdCare	200,462	181,187	305,397	249,442	257,013	178,920	308,137	325,712	302,471	385,262	249,418	264,253	349,898
8510-4680-44743 ER-Medicare At Risk	41,529	7,298	45,050	28,123	19,159	48,719	38 892	38,998	33,832	63,116	40,945	100,212	47,225
8510-4680-44751 ER-Medi-Cal	270,429	235,535	279,852	244,313	229,020	306,316	343,941	431,468	331,900	403,496	257,593	340,981	394,003
8510-4680-44752 ER-Medi-Cal MgdCare	480,484	512,730	578,191	571,292	499,096	450,313	773,074	827,229	692,390	734,347	734,389	728,894	669,406
8510-4680-44781 ER-Other Govt FFS	4,863	0	8,151	4,894	0	0	0	5,677	0	0	5,677	0	8,994
8510-4680-44793 ER-Other At Risk	0	0	3,649	0	4,197	0	0	0	0	0	5,677	0	14,291
8510-4691-41141 IP Acute-Medicare	1,891	576	1,212	0	576	0	0	576	0	784	0	784	778
8510-4691-41151 IP Acute-Medi-Cal	0	0	0	0	0	0	0	0	0	0	2,144	0	0
8510-4691-44521 OP-Comm Ins	1,422	533	1,891	0	0	576	533	591	0	1,338	0	551	0
8510-4691-44522 OP-Comm MgdCare	47,898	36,057	57,291	42,483	52,219	44,814	38,585	52,027	71,728	51,551	73,541	63,783	77,169
10-4691-44541 OP-Medicare	48,041	28,401	20,523	18,403	21,425	30,300	20,812	49,108	43,522	47,002	41,357	36,937	39,034
691-44542 OP-Medicare MgdCare	59,228	59 058	64,496	37,344	57,533	53,805	42,493	69,301	75,069	76,977	59,092	85,883	94,501
691-44543 OP-Medicare At Risk	0	0	0	0	0	0	0	0	0	0	1,244	0	3,160
691-44551 OP-Medi-Cal	0	0	0	533	0	0	0	2,656	8,297	6,179	1,468	5,342	5,192
691-44552 OP-Medi-Cal MgdCare	1,801	1,243	2,380	1 734	2,528	418	1,540	4,262	0	6,088	5,393	5,282	2,007
10-4691-44591 OP-Other	0	1,368	0	0	251	522	0	0	2,755	1,102	1,102	1,335	2,988
8510-4691-44722 ER-Comm MgdCare	0	0	0	0	0	0	0	0	0	0	608	0	0
8510-4693-41121 IP Acute-Comm Ins	712	0	0	0	0	0	0	0	0	0	0	0	0
8510-4693-41122 IP Acute-Comm MgdCare	0	0	537	0	0	0	0	0	1,532	0	0	0	0

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8510-4693-41141 IP Acute-Medicare	2,068	502	2,687	712	7,147	2,265	1,910	7,306	2,470	2,655	3,765	1,544	2,674
8510-4693-41142 IP Acute-Medicare MgdCare	0	0	0	0	0	0	0	0	0	0	837	0	0
8510-4693-44501 OP-Self Pay	2,418	1,323	2,733	0	3,401	281	0	1,579	1,574	471	698	618	1,534
8510-4693-44521 OP-Comm Ins	4,540	3,557	2,013	743	2,277	5,037	2,516	1,934	2,302	784	4,211	3,541	2,229
8510-4693-44522 OP-Comm MgdCare	49,535	48,209	62,434	46,235	63,513	42,990	43,545	67,554	64,483	63,499	77,681	78,735	69,984
8510-4693-44531 OP-WC	8,535	8,535	9,554	6,869	8,712	7,995	9,030	12,179	10,593	12,499	16,269	12,047	13,292
8510-4693-44541 OP-Medicare	207,537	194,883	180,201	143,582	169,971	98,748	153,282	237,920	176,020	202,364	237,628	234,888	217,942
8510-4693-44542 OP-Medicare MgdCare	11,217	13,443	10,398	11,600	16,707	8,840	11,522	22,053	14,269	18,527	22,412	27,553	21,410
8510-4693-44543 OP-Medicare At Risk	919	919	0	0	1,458	712	918	4,580	916	0	916	919	918
8510-4693-44551 OP-Medi-Cal	0	994	0	2,229	1,988	0	0	0	0	619	619	619	619
8510-4693-44552 OP-Medi-Cal MgdCare	602	602	994	0	1,458	4,244	1,168	8,502	1,392	2,453	4,861	4,869	2,250
8510-4693-44561 OP-Other Govt PPS	0	251	0	0	2,165	251	0	2,811	0	0	0	3,437	616
8510-4693-44722 ER-Comm MgdCare	0	0	0	0	0	0	0	0	942	0	0	0	0
8510-4710-41101 IP Acute-Self Pay	29,233	33,209	43,072	123,141	39,807	31,528	88,069	79,211	38,022	99,555	33,919	46,887	18,480
8510-4710-41121 IP Acute-Comm Ins	23,744	93,991	276	19,848	8,760	12,670	33,129	21,244	35,919	23,758	20,080	38,419	23,629
8510-4710-41122 IP Acute-Comm MgdCare	652,184	838,849	987,181	827,591	437,812	391,527	889,792	768,773	884,299	819,201	1,131,922	698,108	841,227
8510-4710-41123 IP Acute-Comm At Risk	34,257	26,803	7,847	31,452	84,984	43,071	29,004	26,174	18,224	18,941	0	3,125	1,352
8510-4710-41131 IP Acute-WC	12,853	9,873	25,678	18,602	29,060	15,702	0	39,833	19,475	18,505	18,760	68,701	21,524
8510-4710-41141 IP Acute-Medicare	3,220,737	2,705,397	2,627,193	2,196,809	2,657,650	3,207,853	3,299,814	4,254,284	3,404,310	3,733,321	3,258,251	3,825,664	3,699,143
8510-4710-41142 IP Acute-Medicare MgdCare	430,328	613,948	503,016	599,995	532,873	550,410	1,002,528	854,554	691,123	847,590	991,324	726,101	695,588
8510-4710-41143 IP Acute-Medicare At Risk	268,278	263,851	272,781	296,053	293,656	326,971	609,528	404,977	596,729	721,456	600,314	328,751	316,505
8510-4710-41151 IP Acute-Medi-Cal	371,244	288,309	426,143	312,150	347,768	344,554	527,268	774,553	787,172	395,814	618,788	451,452	398,912
8510-4710-41152 IP Acute-Medi-Cal MgdCare	965,830	859,803	839,255	801,795	900,810	873,425	1,375,237	1,697,711	1,281,705	1,487,373	1,528,822	1,007,990	841,174
8510-4710-41161 IP Acute-Other Govt PPS	0	0	1,015	0	7,398	2,445	0	0	0	8,088	0	10,899	1,732
8510-4710-41181 IP Acute-Other Indigent	0	0	0	0	0	21,388	43,418	55,265	0	10	15,149	0	0
8510-4710-41191 IP Acute-Other	3,300	0	2,258	0	3,115	8,493	9,781	389	11,851	4,495	6,267	42,184	0
8510-4710-41221 SNF-Comm MgdCare	26,414	35,576	10,911	17,934	27,269	38,393	21,216	8,852	52,091	8,328	0	3,837	0
8510-4710-41223 SNF-Al Risk	0	0	0	0	0	0	10,852	0	0	2,589	1,258	0	0
8510-4710-41241 SNF-Medicare	327,294	360,916	324,208	389,579	373,397	371,311	368,436	333,969	653,185	629,946	267,578	328,129	24,713
8510-4710-41242 SNF-Medicare MgdCare	33,054	11,011	7,809	12,125	18,847	5,385	0	27,844	0	10,823	45,962	34,602	0
8510-4710-41243 SNF-Medicare At Risk	17,553	18,757	58,935	54,571	52,814	14,057	64 681	23,575	9,091	8,879	31,857	18,551	0
8510-4710-41251 SNF-Medi-Cal	5,839	0	0	0	0	0	4,030	24,796	0	0	6,527	7,387	0
8510-4710-41252 SNF-Medi-Cal MgdCare	19 648	28,469	19,408	16,910	16,296	10,479	29,321	68,769	431	35,478	104,232	14,304	2,622
8510-4710-41422 IP Rehab-Comm Ins Mgd Cre FFS	13,073	18,378	43,553	61,344	5,425	347	5,553	767	0	12,844	10,838	19,517	14,024
8510-4710-41423 IP Rehab-Comm Ins at Risk	1,000	4,478	5,885	5,553	3,120	10,316	0	0	0	0	0	0	0
8510-4710-41431 IP Rehab-WC	0	0	0	0	3,943	0	0	0	0	0	0	0	6,888
8510-4710-41441 IP Rehab-Medicare	222,788	198,533	162,592	244,255	260,677	210,121	266,767	231,853	119,138	248,364	247,041	172,245	253,830
8510-4710-41442 IP Rehab-Medicare MgdCare	3,083	704	0	0	6,157	0	17,264	22,445	41,092	10,726	8,323	28,417	38,888
8510-4710-41443 IP Rehab-Medicare At Risk	6,681	1,028	0	0	2,748	0	7,057	8,900	33,607	3,855	8,015	3,971	21,632
8510-4710-41451 IP Rehab-Medi-Cal	0	0	0	0	0	1,092	0	0	0	31,180	12,317	5,140	17,380
8510-4710-41452 IP Rehab-Medi-Cal MgdCare	5,671	0	18,268	661	19,972	35,993	5,516	9,320	11,282	7,372	3,677	39,201	1,128
8510-4710-44501 OP-Self Pay	2,567	818	3,607	5,788	534	3,366	2,809	515	7,299	0	3,443	2,268	0
8510-4710-44521 OP-Comm Ins	4,942	4,732	8,842	4,353	1,034	10,357	7,587	9,404	3,229	10,574	15,128	9,372	1,093
8510-4710-44522 OP-Comm MgdCare	187,936	201,993	183,202	137,981	210,266	190,893	281,577	218,268	209,706	220,476	199,269	231,721	247,509
8510-4710-44525 OP-Al Risk	1,691	1,691	7,491	3,999	0	2,507	16,089	8,330	6,917	1,095	7,728	9,480	3,276
8510-4710-44531 OP-WC	225	0	4,984	0	2,683	1,844	1,666	7,022	4,366	277	8,383	1,373	822
8510-4710-44541 OP-Medicare	348,813	254,827	257,712	276,130	295,533	295,039	349,639	401,853	304,786	340,930	390,155	441,035	268,599
8510-4710-44542 OP-Medicare MgdCare	81,117	103,803	118,407	(70,030)	76,082	57,585	128,587	138,171	110,768	160,705	113,390	182,118	155,145
8510-4710-44543 OP-Medicare At Risk	30,706	9,439	23,394	33,283	44,571	43,447	44,109	60,445	68,451	53,713	76,853	41,763	59,248
8510-4710-44551 OP-Medi-Cal	14,178	11,020	7,768	13,947	7,707	9,893	14,727	12,495	13,680	24,839	22,564	23,254	18,945
8510-4710-44552 OP-Medi-Cal MgdCare	154,832	137,878	168,284	162,579	169,480	222,034	203,760	220,227	132,138	187,189	151,445	157,371	178,745
8510-4710-44561 OP-Other Govt PPS	0	0	0	0	0	0	1,201	0	0	0	0	2,233	0
8510-4710-44581 OP-Other Indigent	0	0	0	0	0	0	0	0	0	0	220	0	0
8510-4710-44591 OP-Other	13,893	10,537	8,899	3,123	8,286	11,516	9,162	7,574	9,314	18,945	14,184	14,268	13,435
8510-4710-44701 ER-Self Pay	22,077	69 760	28,747	22,849	19,931	16,588	30,143	23,771	20,537	21,658	23,913	18,733	12,942
8510-4710-44721 ER-Comm Ins	3,403	757	2,092	3,664	2,936	2,557	3,226	1,811	3,537	2,783	1,129	2,256	1,570
8510-4710-44722 ER-Comm MgdCare	13,154	18,590	17,288	10,530	12,786	13,896	23,221	21,335	20,439	20,491	21,294	16,507	20,990
8510-4710-44723 ER-Al Risk	263	135	139	691	315	64	840	1	427	0	432	424	132
8510-4710-44731 ER-WC	828	1,093	876	280	421	319	1,980	757	1,237	632	155	57	912
8510-4710-44741 ER-Medicare	24,781	27,706	48,420	18,283	26,159	21,950	25,816	36,976	28,442	33,557	25,898	25,873	28,132
8510-4710-44742 ER-Medicare MgdCare	11,606	14,760	43,332	20,737	14,848	9,830	44,258	2,691	12,183	18,261	14,410	18,923	23,627
8510-4710-44743 ER-Medicare At Risk	1,855	833	2,053	1,817	1,113	2,388	1,730	4,131	2,169	3,429	1,914	8,065	2,288
8510-4710-44751 ER-Medi-Cal	27,839	27,584	21,820	22,648	24,327	21,280	27,813	30,548	31,583	21,766	18,928	28,841	30,549
8510-4710-44752 ER-Medi-Cal MgdCare	54,927	69 443	76,118	49,726	61,282	47,622	81,967	68,196	50,914	76,886	60,939	68,314	69,062
10-47 10-44761 ER-Other Govt PPS	28	830	1,481	8	58	211	126	253	837	782	192	0	472
710-44793 ER-Other-Al Risk	260	925	158	0	1,129	115	370	575	35	1980	73	0	991
720-41101 IP Acute-Self Pay	25,854	35,969	6,320	52,823	52,893	7,795	45,119	129,691	16	107,504	20,942	81,750	68,741
720-41121 IP Acute-Comm Ins	129,588	203,421	828	836	12,339	28 664	83,581	23,170	41,745	33,445	49,468	43,445	1,060
9-4720-41122 IP Acute-Comm MgdCare	93,409	136,963	278,552	211,304	368,362	221,685	121,884	348,898	277,119	294,947	473,969	196,760	40,432
8510-4720-41123 IP Acute-Comm At Risk	10,176	14,244	0	13	114,206	49,202	0	0	16	4,884	0	0	0
8510-4720-41131 IP Acute-WC	30	0	0	26	0	0	0	38	0	38	38	76	0
8510-4720-41141 IP Acute-Medicare	2,481,420	1,442,003	1,936,652	1,580,248	1,929,536	2,723,228	2,705,531	3,753,043	2,547,070	2,882,416	2,305,262	2,422,274	1,982,446
8510-4720-41142 IP Acute-Medicare MgdCare	271,196	337,811	748,879	718,455	937,396	718,058	812,553	738 487	788,577	923,445	1,010,263	841,280	787,341
8510-4720-41143 IP Acute-Medicare At Risk	307,204	145,054	153,806	351,527	227,513	309,273	594,557	733,160	1,240,761	1,232,333	631,726	399,036	203,106
8510-4720-41151 IP Acute-Medi-Cal	410,953	160,889	216,978	312,263	398,771	548,784	513,818	947,254	763,226	475,545	573,968	373,948	399,811
8510-4720-41152 IP Acute-Medi-Cal MgdCare	847,780	352,790	621 727	741,213	277,361	668,846	922,599	1,679 452	1,006,077	1,301,370	1,431,581	781,936	816,888
8510-4720-41161 IP Acute-Other Govt PPS	0	0	0	0	0	0	0	0	0	0	0	18	0
8510-4720-41191 IP Acute-Other	0	0	580	0	0	0	1,839	0	0	709	38	0	0
8510-4720-41222 SNF-Comm MgdCare	0	0	0	0	3,435	0	0	0	2,458	0	0	0	0
8510-4720-41223 SNF-Al Risk	0	0	0	0	0	0	0	0	0	48	0	0	0
8510-4720-41241 SNF-Medicare	144,803	197,005	134,538	160,624	21,115	177,100	119,723	147,879	89,520	113,788	85,393	43,488	0
8510-4720-41242 SNF-Medicare MgdCare	48,431	0	0	0	12	6,116	0	22,020	0	20,454	38,218	11,720	0
8510-4720-41243 SNF-Medicare At Risk	1,540	0	0	0	24,806	0	28,629	7,231	0	18	1,154	0	0
8510-4720-41252 SNF-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	0	38,216	1,528	423
8510-4720-41422 IP Rehab-Comm Ins Mgd Cre FFS	0	30	0	0	0	0	0	0	0	9,671	0	0	0
8510-4720-41441 IP Rehab-Medicare	128,503	60,305	70,634	108,579	61,129	74,282	60,268	48 006	63,252	81,884	106,402	117,758	182,488
8510-4720-41442 IP Rehab-Medicare MgdCare	0	0	0	0	0	0	0	17,843	22,034	21,911	0	0	30,268
8510-4720-41443 IP Rehab-Medicare At Risk	0	0	0	0	1,232	0	2,331	20,155	92,031	0	0	0	8,657
8510-4720-41451 IP Rehab-Medi-Cal	0	0	0	0	0	0	0	0	0	34,919	407	0	0
8510-4720-41452 IP Rehab-Medi-Cal MgdCare	0	0	7,681	0	0	42,154	0	16,185	0	0	842	6,008	0
8510-4720-44501 OP-Self Pay	0	0	0	0	0	0	0	0	709	0	0	0	0
8510-4720-44522 OP-Comm MgdCare	3,982	9,529	3,971	3 735	732	2,593	9,303	1,204	168	9,269	4,630	9,266	2,638
8510-4720-44525 OP-Al Risk	0	3,719	13	532	0	0	0	0	134	0	0	0	0
8510-4720-44531 OP-WC	0	0	0	0	0	731	0	0	0	0	0	0	0
8510-4720-44541 OP-Medicare	39,325	24,344	11,009	17,317	17,091	19,870	11,632	39,642	31,219	8,907	16,570	18,303	9,191
8510-4720-44542 OP-Medicare MgdCare	1,028	8,313	4,704	19,231	6,445	5,201	4 950	12,302	3,850	12,360	14,829	10,465	12,045
8510-4720-44543 OP-Medicare At Risk	0	1,430	827	20,468	6,057	0	5,200	3,181	10,129	155	6,945	881	10,830
8510-4720-44551 OP-Medi-Cal	0	1,798	0	4,908	0	0	0	0	0	13,328	0	0	0
8510-4720-44552 OP-Medi-Cal MgdCare	1,590	821	688	1,160	4,816	3,690	703	870	473	12,157	858	4,851	453
8510-4720-44591 OP-Other	0	0	0	0	586	0	0	0	0	0	870	435	435
8510-4720-44701 ER-Self Pay	19,925	693	2,423	8,210	906	2,727	5,035	4,747	7,877	4,909	11,756	3,718	2,836
8510-4720-44721 ER-Comm Ins	590	0	1,035	1,185	0	13	18	0	1,418	10,316	4,217	9,893	0
8510-4720-44722 ER-Comm MgdCare	4,529	2,900	3,740	4,121	892	2,901	8,654	8,349	3,259	1,625	4,661	2,538	3,545
8510-4720-44723 ER-Al Risk	0	0	0	0	0	0	0	0	0	0	1,418	0	0
8510-4720-44741 ER-Medicare	(1,835)	3,541	11,055	13,690	8,853	6,269	7,180	23,739	7,815	10,882	22,201	(2,779)	2,868
8510-4720-44742 ER-Medicare MgdCare	2,824	4,812	1,957	1,838	5,199	338	9,822	9,526	5,535	22,798	25,163	9,571	7,300
8510-4720-44743 ER-Medicare At Risk	0	1,680	1,150	880	0	0	0	2,143	2,127	709	1,434	1,418	709
8510-4720-44751 ER-Medi-Cal	7,283	3,360	2,913	15,529	3,714	8,073	38,779	11,449	11,179	19,141	9,141	5,386	19,926
8510-4720-44752 ER-Medi-Cal MgdCare	32,505	27,398	20 655	19,894	32,143	19,198	52,154	30,386	38,789	34,135	35,945	25,072	28,312
8510-4720-44793 ER-Other-Al Risk	0	0	0	0	0	0	709	0	0	0	0	0	709
8510-4730-41101 IP Acute-Self Pay	6 972	4,791	7,037	22,042	17,857	3,194	11,109	28,053	1,770	10,233	8,478	17,650	7,090
8510-4730-41121 IP Acute-Comm Ins	19,164	17,554	0	0	0	6,388	4,964	0	3,540	8,310	1,770	8,691	1,770
8510-4730-41122 IP Acute-Comm MgdCare	24,329	42,690	43,153	66,784	53,758	39,310	34 997	90,345	42,597	54,529	76,950	27,156	18,069
8510-4730-41123 IP Acute-Comm At Risk	0	1,251	0	1,597	6,388	10,634	0	0	1,770	0	0	0	0
8510-4730-41131 IP Acute-WC	0	0	0	0	2,582	0	0	0	0	0	0	1,281	0
8510-4730-41141 IP Acute-Medicare	298,862	169,248	249,824	257,912	263,726	353,470	341,190	425,573	384,623	332,527	328,051	311,348	320,576
8510-4730-41142 IP Acute-Medicare MgdCare	43,676	70 445	86,571	101,232	94,957	74,430	122,504	94,291	104,351	143,728	139,728	107,988	112,333
8510-4730-41143 IP Acute-Medicare At Risk	25,689	18,848	37,800	36,731	38,269	31,145	68,733	111,841	106,655	106,178	53,143	34,729	25,573
8510-4730-41151 IP Acute-Medi-Cal	51,243	23,323	25,430	30,992	53,268	67,784	40,484	151,736	76,976	81,764	38,185	52,429	37,473
8510-4730-41152 IP Acute-Medi-Cal MgdCare	69,282	68,737	69,870	68,906	57,485	138,450	165,270	170,926	118,436	183,842	240,987	152,776	74,193
8510-4730-41161 IP Acute-Other Govt PPS	0	0	0	0	0	0	0	0	0	0	0	1,779	0
8510-4730-41191 IP Acute-Other	0	0	0	0	0	0	1,770	0	0	0	0	0	0
8510-4730-41223 SNF-Al Risk	0	0	0	0	0	0	0	0	0	1,281	0	0	0
8510-4730-41241 SNF-Medicare	1,597	3,194	2,035	8,626	0	7,992	1,770	1,770	1 770	5,310	3,540	5,310	0
8510-4730-41242 SNF-Medicare MgdCare	0	0	0	0	1,597	0	0	0	0	5,310	0	0	0
8510-4730-41243 SNF-Medicare At Risk	0	0	0	0	0	0	0	1,770	0	0	0	0	0
8510-4730-41252 SNF-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	0	5,310	0	1,770
8510-4730-41441 IP Rehab-Medicare	1,597	2,578	1,597	0	3,194	0	3,540	0	1,770	0	4,251	7,060	3,540
8510-4730-41442 IP Rehab-Medicare MgdCare	0	0	0	0	0	0	0	0	0	1,770	0	0	3,051
8510-4730-41443 IP Rehab-Medicare At Risk	0	0	0	0	0	0	0	1,770	1,770	0	0	0	0
8510-4730-44522 OP-Comm MgdCare	18,005	14,839	3,839	4,788	7,044	(1,471)	10,476	4,852	1,770	3,051	8,926	7,428	7,998
8510-4730-44525 OP-Al Risk	0	0	1,597	0	0	0	0	0	0	0	0	0	0
8510-4730-44531 OP-WC	0	0	0	0	0	0	2,476	0	0	0	0	0	0
8510-4730-44541 OP-Medicare	34,547	6,763	35,641	28,892	12,984	29,600	12,527	18,358	21,140	17,606	35,509	24,167	22,857
8510-4730-44542 OP-Medicare MgdCare	7,922	13,557	7,162	21,071	7,922	10,157	8,301	18,573	22,128	20,906	26,868	17,764	12,330
10-4730-44543 OP-Medicare At Risk	0	0	6,388	3,201	0	0	0	1,770	439	3,540	3 051	0	1,770
730-44552 OP-Medi-Cal MgdCare	11,873	5,226	1,597	0	5,783	5,792	0	2,476	2,476	8,681	3,450	1,281	3,540
730-44591 OP-Other	0	0	0	0	3,201	0	0	0	0	0	4,962	3,450	2,476
730-44701 ER-Self Pay	1,597	1,597	0	0	2,578	0	3,768	4,332	1,281	0	5,310	4,621	0
730-44721 ER-Comm Ins	0	0	4 791	2,578	0	1,281	1,770	0	0	1,770	1,281	0	0
10-4730-44722 ER-Comm MgdCare	0	0	2,578	0	0	1,281	4,332	0	1,281	0	0	0	0
8510-4730-44741 ER-Medicare	2,562	0	6,834	1,281	0	4 169	0	5,405	1,281	4,332	6,894	4,332	2,562
8510-4730-44742 ER-Medicare MgdCare	0	1,597	1,597	(316)	1,597	0	4,169	8,176	1,913	6,691	2,562	6,894	0
8510-4730-44743 ER-Medicare At Risk	0	1,597	0	0	0	0	0	1,281	0	0	1,281	0	0

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
8510-4730-44751 ER-Medi-Cal	1,291	1,597	1,597	0	0	3,194	4,984	0	2,662	0	1,770	1,291	429
8510-4730-44752 ER-Medi-Cal MgdCare	3,194	4,475	2,878	5,440	8,634	1,291	5,813	0	3,091	1,770	12,390	4,821	1,770
8510-4740-41101 IP Acute-Self Pay	0	0	21,020	8,268	0	0	5,533	0	10,788	11,068	0	0	5,533
8510-4740-41121 IP Acute-Comm Ins	0	0	0	0	0	0	0	0	5,533	0	0	22,132	0
8510-4740-41122 IP Acute-Comm MgdCare	42,040	47,295	108,100	52,550	31,530	0	5,533	33,158	5,533	110,660	121,726	33,198	77,462
8510-4740-41123 IP Acute-Comm At Risk	10,510	0	0	0	89,335	52,550	0	5,533	0	5,533	0	0	0
8510-4740-41141 IP Acute-Medicare	919,525	1,051,510	1,072,020	630,600	588,406	756,720	899,152	1,383,260	896,348	1,538,174	841,916	2,362,443	(1,399,447)
8510-4740-41142 IP Acute-Medicare MgdCare	52,550	84,080	147,140	126,120	147,140	42,040	144,843	143,858	221,326	160,457	143,859	110,550	110,550
8510-4740-41143 IP Acute-Medicare At Risk	89,335	52,550	52,550	78,826	52,550	42,040	69,427	27,665	248,386	210,264	185,122	22,132	27,665
8510-4740-41151 IP Acute-Medi-Cal	99,845	68,315	63,060	78,826	94,590	84,080	143,024	182,689	127,269	127,269	110,560	121,726	44,264
8510-4740-41152 IP Acute-Medi-Cal MgdCare	358,006	273,260	220,710	220,710	252,840	263,770	301,813	354,112	486,984	453,706	331,680	243,462	318,331
8510-4740-41191 IP Acute-Other	0	0	0	0	0	0	5,533	5,533	0	5,533	0	0	0
8510-4740-41241 SNF-Medicare	0	0	0	0	0	0	0	5,533	0	0	0	0	0
8510-4740-41422 IP Rehab-Comm Ins Mgd Cre FFS	0	0	0	0	0	0	0	0	0	16,599	16,599	44,264	0
8510-4740-41441 IP Rehab-Medicare	94,590	94,590	89,335	189,180	94,590	52,550	97,926	22,132	88,528	60,883	49,797	121,726	16,599
8510-4740-41442 IP Rehab-Medicare MgdCare	0	0	0	0	0	0	0	22,132	0	0	0	0	0
8510-4740-41452 IP Rehab-Medi-Cal MgdCare	0	0	0	0	0	0	0	0	0	27,665	5,533	0	0
8510-4740-44522 OP-Comm MgdCare	0	0	10,510	0	0	0	0	5,533	5,295	0	0	0	0
8510-4740-44523 OP-Al Risk	0	0	5,295	10,510	0	0	10,510	0	0	0	0	0	0
8510-4740-44541 OP-Medicare	131,375	78,826	63 060	42,040	42,040	63,060	48,963	33,478	33,198	71,926	38,731	88,525	76,906
8510-4740-44542 OP-Medicare MgdCare	5,265	5,265	5,268	5,265	5,265	0	5,533	(276)	(276)	5,533	(276)	0	16,599
8510-4740-44543 OP-Medicare At Risk	0	5,265	0	0	10,510	0	0	(4,977)	(276)	11,066	4,977	5,533	10,768
8510-4740-44552 OP-Medi-Cal MgdCare	0	0	0	0	0	10,510	0	0	0	5,533	0	5,533	5,533
8510-4740-41101 IP Acute-Self Pay	0	0	0	15,683	0	0	0	0	0	4,335	0	0	0
8510-4760-41121 IP Acute-Comm Ins	0	4,826	0	0	0	0	0	0	7,270	0	0	0	0
8510-4760-41122 IP Acute-Comm MgdCare	60,506	14,699	36,177	64,690	29,998	41,170	55,160	31,431	60,916	68,184	61,898	99,571	109,798
8510-4760-41123 IP Acute-Comm At Risk	0	0	3,133	58,709	0	12,053	0	0	0	0	0	0	0
8510-4760-41141 IP Acute-Medicare	271,345	138,892	292,841	129,695	242,987	214,521	252,477	248,027	268,920	209,472	232,299	194,856	230,631
8510-4760-41142 IP Acute-Medicare MgdCare	33,041	51,244	87,005	91,829	112,142	69,138	70,004	119,788	78,709	162,421	209,392	203,118	114,187
8510-4760-41143 IP Acute-Medicare At Risk	45,193	13,304	23,233	36,372	26,121	26,581	30,208	10,338	47,224	42,007	31,573	34,694	59,488
8510-4760-41151 IP Acute-Medi-Cal	12,692	29,832	41,393	23,222	27,896	33,888	33,575	50,361	66,896	32,147	69,967	8,288	37,466
8510-4760-41152 IP Acute-Medi-Cal MgdCare	90,575	41,284	84,091	69,442	40,980	68,666	103,769	85,743	91,910	121,976	86,992	133,006	73,926
8510-4760-41422 IP Rehab-Comm Ins Mgd Cre FFS	0	0	3,133	0	0	0	0	0	0	0	0	0	0
8510-4760-41423 IP Rehab-Comm Ins at Risk	0	0	0	0	0	4,475	0	0	0	0	0	0	0
8510-4760-41441 IP Rehab-Medicare	0	7,448	0	13,365	0	0	0	17,576	4,338	4,338	3,134	0	0
8510-4760-41443 IP Rehab-Medicare At Risk	19,041	0	0	0	0	0	0	8,449	0	0	0	0	0
8510-4760-44521 OP-Comm Ins	0	0	0	0	7,501	8,078	0	0	0	0	0	10,191	10,744
8510-4760-44522 OP-Comm MgdCare	153,488	142,058	135 084	100,554	165,246	108,258	168,466	81,581	98,714	120,775	105,782	205,032	181,187
8510-4760-44523 OP-At Risk	0	0	0	0	0	4,312	0	0	0	9,752	0	4,462	0
8510-4760-44541 OP-Medicare	178,990	227,002	238,078	225,476	158,326	238,259	92,234	159,800	168,994	197,523	168,223	172,255	148,471
8510-4760-44542 OP-Medicare MgdCare	68,357	123,942	133,560	74,434	97,890	61,422	80,572	62,232	104,343	105,058	123,276	93,764	57,481
8510-4760-44543 OP-Medicare At Risk	0	33,328	4,931	26,077	14,149	43,586	34,711	38,601	26,127	30,859	52,933	43,574	108,514
8510-4760-44551 OP-Medi-Cal	4,312	0	7,277	8,703	13,410	4,312	0	13,359	0	43,529	15,763	7,527	25,715
8510-4760-44552 OP-Medi-Cal MgdCare	338,043	414,240	449,776	359,405	506,917	426,773	440,178	414,885	585,499	729,482	530,743	577,595	507,198
8510-4760-44591 OP-Other	0	0	0	0	0	7,501	0	0	0	0	0	7,472	23,188
8510-4760-44741 ER-Medicare	0	0	0	0	0	0	0	0	0	0	0	0	9,304
8510-4770-41101 IP Acute-Self Pay	4,153	2,104	4 612	3,583	0	0	5,578	1,253	7,200	4 100	3,901	1,791	0
8510-4770-41121 IP Acute-Comm Ins	0	698	0	2,891	0	842	0	0	2,305	2,531	2,040	7,188	3 802
8510-4770-41122 IP Acute-Comm MgdCare	72,735	93,809	103,240	78,530	76,529	76,017	100,386	76,001	74,600	70,743	76,157	79,927	74,005
8510-4770-41123 IP Acute-Comm At Risk	8,781	7,400	0	4,743	15,335	3,019	0	1,542	0	1,036	0	0	0
8510-4770-41131 IP Acute-WC	9,079	0	5,170	2,752	14,894	13,294	0	16,806	8,550	5,568	7,104	28,177	19,471
8510-4770-41141 IP Acute-Medicare	500,841	419,154	385,411	316,757	391,047	415,173	404,698	599,019	480,880	534,520	475,489	520,346	513,244
8510-4770-41142 IP Acute-Medicare MgdCare	62,433	106,157	78,852	120,220	110,469	62,699	136,357	109,753	110,987	132,909	145,030	148,935	154,390
8510-4770-41143 IP Acute-Medicare At Risk	40,656	34,271	57,061	58,065	49,493	54 796	58,725	68,002	76,838	67,305	77,244	54,583	54,133
8510-4770-41151 IP Acute-Medi-Cal	44,293	22,552	36,557	47,162	34,553	45,819	42,894	91,698	52,277	64,863	72,668	71,398	70,771
8510-4770-41152 IP Acute-Medi-Cal MgdCare	64,893	72,227	63,071	58,688	57,923	72,523	68,063	148,922	124,741	124,696	120,399	98,473	78,102
8510-4770-41181 IP Acute-Other Govt FFS	0	0	0	0	782	0	0	0	0	1,036	0	3,048	753
8510-4770-41191 IP Acute-Other	1,842	0	1,834	0	0	0	5,040	0	0	0	1,253	1,299	0
8510-4770-41222 SNF-Comm MgdCare	26,587	29 869	12,531	6,681	33,516	20,491	14,102	7,302	45,128	9,238	0	8,498	0
8510-4770-41223 SNF-Al Risk	0	0	0	0	0	0	5,013	0	0	8,215	4,870	0	0
8510-4770-41241 SNF-Medicare	545,843	841,267	480,665	489,228	394,031	561,691	532,917	512,533	526,631	513,017	413,822	371,651	41,536
8510-4770-41242 SNF-Medicare MgdCare	69,976	12,450	18,008	11,441	22,857	15,530	0	6,982	0	29,002	24,519	39,421	0
8510-4770-41243 SNF-Medicare At Risk	17,973	12,522	64,827	23,290	48 454	18,798	23,328	20,799	16,788	24 488	0	24,778	0
8510-4770-41251 SNF-Medi-Cal	3,501	0	0	0	0	0	4,294	0	0	0	11,941	11,993	0
10-4770-41252 SNF-Medi-Cal MgdCare	17,968	18,452	10,355	3,578	4,826	3,341	21,274	44 763	1,438	8,311	26,121	10,844	3,409
7704-1422 IP Rehab-Comm Ins Mgd Cre FFS	27,957	36,196	53,741	54,315	17,725	1,968	11,585	1,012	0	22,144	20,900	42,459	36,435
7704-1423 IP Rehab-Comm Ins at Risk	3,690	13,200	10,269	12,407	5,539	23,362	0	0	0	0	0	0	0
7704-1431 IP Rehab-WC	0	0	0	0	8,167	0	0	0	0	0	0	0	22,330
7704-1441 IP Rehab-Medicare	347,354	352,811	332,368	353,794	343,631	316,350	340,145	356,476	218,081	413,203	391,125	310,948	337,029
10-4770-41442 IP Rehab-Medicare MgdCare	13,244	1,474	0	0	13,237	0	29,599	48,347	55,193	27,948	24,050	53,876	80,897
8510-4770-41443 IP Rehab-Medicare At Risk	11,424	3,960	0	0	9,154	0	12,483	15,076	17,910	5,774	16,836	7,513	19,088
8510-4770-41451 IP Rehab-Medi-Cal	0	0	0	0	0	6,057	0	0	0	36,191	16,995	18,631	19,107
8510-4770-41452 IP Rehab-Medi-Cal MgdCare	7,123	0	29,152	3,945	40,455	29,091	10,377	15,378	31,553	29 627	18,705	68,043	4,763
8510-4770-44501 OP-Self Pay	926	0	0	0	0	0	0	2,097	1,009	0	676	0	0
8510-4770-44521 OP-Comm Ins	0	0	0	0	0	0	0	0	0	0	926	13,416	8,138
8510-4770-44522 OP-Comm MgdCare	205,574	183,823	240,727	172,233	163,742	156,434	184,704	188,633	169,124	209,021	264,527	184,072	168,945
8510-4770-44523 OP-At Risk	8,445	5,767	0	0	0	4,620	842	0	4,668	2,376	4,042	9 799	14,280
8510-4770-44531 OP-WC	0	0	1,818	2,040	9,302	0	8,885	9 155	3,081	10,489	4,626	0	1,050
8510-4770-44541 OP-Medicare	238,221	203,379	233,763	254,454	257,887	200,470	264,125	272,815	238,743	218,498	202,788	254,456	203,659
8510-4770-44542 OP-Medicare MgdCare	195,240	194,777	202,627	148,911	211 193	139,906	136,587	168,258	160,354	157,871	233,022	185,888	226,574
8510-4770-44543 OP-Medicare At Risk	52,493	48,908	26,040	28,254	44,354	54,212	31,992	30,159	26,068	31,178	30,830	60,726	59,883
8510-4770-44551 OP-Medi-Cal	9,000	344	1,089	2,226	3,737	5,097	9,011	0	0	2,032	5,890	2,399	0
8510-4770-44552 OP-Medi-Cal MgdCare	9,283	8,806	13,522	8,707	8,285	13,902	1,408	5,072	6,557	19,095	19,801	20,814	12,781
8510-4770-44591 OP-Other Govt FFS	901	0	0	0	0	0	0	0	0	0	0	0	0
8510-4770-44741 ER-Medicare	0	0	0	0	0	0	0	0	0	0	0	0	0
8510-4770-44742 ER-Medicare MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	1,044
8510-4780-41101 IP Acute-Self Pay	0	0	0	0	0	0	2,316	0	0	0	0	1,299	0
8510-4780-41122 IP Acute-Comm MgdCare	0	6,363	4,855	8,451	847	1,011	4,984	3,077	10,048	1,389	20,345	12,429	1,389
8510-4780-41123 IP Acute-Comm At Risk	0	0	0	0	10,580	3,033	0	0	0	1,389	0	0	0
8510-4780-41141 IP Acute-Medicare	29,832	32,476	37,295	38,502	41,128	53,705	63,276	100,729	74,125	83,643	78,105	78,585	98,432
8510-4780-41142 IP Acute-Medicare MgdCare	8,330	9,037	10 041	12,919	18,086	22,915	19,199	14,209	20,427	25,329	36,116	26,135	40 915
8510-4780-41143 IP Acute-Medicare At Risk	3,808	2,941	12,852	7,626	9,858	6,058	10,734	30,931	24,309	21,048	6,429	12,490	18,836
8510-4780-41151 IP Acute-Medi-Cal	5,072	1,894	3,198	847	11,488	4,214	3,438	14,748	15,112	6,851	1,389	10,020	9,789
8510-4780-41152 IP Acute-Medi-Cal MgdCare	3,388	3,728	4,572	8,565	8,715	10,968	7,573	8,612	14,588	15,940	24,000	9,126	1,389
8510-4780-41191 IP Acute-Other	0	0	847	0	0	0	0	0	0	0	0	0	0
8510-4780-41222 SNF-Comm MgdCare	0	0	0	1,474	13,272	0	9,906	0	4,437	0	0	0	0
8510-4780-41223 SNF-Al Risk	0	0	0	0	0	0	0	0	0	1,370	1,332	0	0
8510-4780-41241 SNF-Medicare	13,523	19 883	27,700	18,499	24,904	41,065	60,490	72,485	28,165	25,806	14,298	23,214	1,000
8510-4780-41242 SNF-Medicare MgdCare	4,891	0	0	2,822	0	0	0	0	0	0	7,812	8,072	0
8510-4780-41243 SNF-Medicare At Risk	665	0	19,524	0	19,383	8,570	0	3,884	17,119	0	8,234	0	0
8510-4780-41251 SNF-Medi-Cal	0	0	0	0	0	0	0	0	0	0	0	2,800	0
8510-4780-41252 SNF-Medi-Cal MgdCare	0	0	0	0	0	0	926	0	0	264	0	0	0
8510-4780-41422 IP Rehab-Comm Ins Mgd Cre FFS	0	0	16,198	11,888	0	0	7,966	654	0	17,595	7,348	18,128	24,912
8510-4780-41423 IP Rehab-Comm Ins at Risk	2,700	8,271	0	5,534	4,357	19,746	0	0	0	0	0	0	0
8510-4780-41441 IP Rehab-Medicare	87,599	115,139	94,906	116,577	138,931	122,423	159,129	161,538	68,810	160,247	62,133	98,067	115,427
8510-4780-41442 IP Rehab-Medicare MgdCare	2,884	824	0	0	0	0	20,810	18,915	47,082	18,854	20,106	28,802	49,848
8510-4780-41443 IP Rehab-Medicare At Risk	10,626	1,348	0	0	0	0	13,143	16,668	13,952	7,422	0	4,732	1,670
8510-4780-41451 IP Rehab-Medi-Cal	0	0	0	0	0	2,040	0	0	0	38,351	698	8,062	5,378
8510-4780-41452 IP Rehab-Medi-Cal MgdCare	0	0	23,473	4,052	21,303	33,332	18 022	7,744	29,610	21,287	8,814	26,870	1,016
8510-4780-44522 OP-Comm MgdCare	4,525	1,571	847	0	2,968	2,968	742	0	0	0	3,243	2,529	1,410
8510-4780-44541 OP-Medicare	930	930	7,597	3,251	0	930	1,694	5,084	0	6,005	3,249	5,455	9,571
8510-4780-44543 OP-Medicare MgdCare	847	4 464	0	1,680	1,680	0	3,295	7,979	3,894	11,763	1,680	2,409	8,820
8510-4780-44543 OP-Medicare At Risk	0	0	0	0	857	1,978	1,583	926	926	0	2,778	0	930
8510-4780-44551 OP-Medi-Cal	1,129	0	1,597	847	0	0	0	0	0	0	0	0	0
8510-4780-44552 OP-Medi-Cal MgdCare	0	0	3,818	1,129	0	1,281	1,389	1,850	1,850	930	0	0	0
8510-4790-41101 IP Acute-Self Pay	1,749	769	0	0	0	0	1,988	0	2,625	1,163	1,163	745	0
8510-4790-41121 IP Acute-Comm Ins	0	930	0	1,859	0	0	0	0	1,689	1,163	990	8,262	2,896
8510-4790-41122 IP Acute-Comm MgdCare	30,165	29 939	42,660	26,268	23,560	29,749	39 887	22,817	34,193	25,817	28,847	36,438	33,111
8510-4790-41123 IP Acute-Comm At Risk	1,381	5,605	0	743	6,268	0	0	0	983	982	0	0	0
8510-4790-41131 IP Acute-WC	2,498	0	1,208	743	5,543	4,350	0	5,983	1,906	2,782	3,334	12,830	5,439
8510-4790-41141 IP Acute-Medicare	156,909	128,531	127,999	118,588	113,552	164,011	148,780	185,778	174,526	225,051	178,426	228,254	231,568
8510-4790-41142 IP Acute-Medicare MgdCare	33,384	30,812	28,415	37,389	38,925	32,957	41,034	48,209	49,557	57,007	50,894	60,691	66,026
8510-4790-41143 IP Acute-Medicare At Risk	22,815	10,725	22,376	24,829	27,867	17,693	29,834	27,323	29,882	42,983	32,578	26,260	29,578
8510-4790-41151 IP Acute-Medi-Cal	14,093	10,977	21,290	20,094	16,591	20,573	19,393	27,926	45,476	36,681	34,477	42,874	39,267
8510-4790-41152 IP Acute-Medi-Cal MgdCare	19,542	28,120	17,440	16,260	26,257	31,806	30,718	48,122	44,823	43,359	51,032	35,878	36,013
8510-4790-41181 IP Acute-Other Govt FFS	0	0	0	0	0	0	0	0	0	1,926	0	934	466
8510-4790-41191 IP Acute-Other	1,044	0	2,079	0	0	0	0	0	0	0	0	745	0
8510-4790-41222 SNF-Comm MgdCare	23,294	28,725	18,091	8,072	37,940	19,262	12,025	5,428	26,570	8,049	0	8,106	0
8510-4790-41223 SNF-Al Risk	0	0	0	0	0	0	4,358	0	0	4,259	3,558	0	0
8510-4790-41241 SNF-Medicare	351,295	304,028	318,389	322,098	263,128	344,271	301,888	288,579	302,604	332,566	247,732	262,909	22,267
8510-4790-41242 SNF-Medicare MgdCare	45,412	10,553	9,607	12,200	20,830	11,193	0	9,648	0	17,327	27,911	31,076	0
8510-4790-41243 SNF-Medicare At Risk	18,335	12,529	60 684	28,257	48,490	10,405	20,407	11,743	17,143	18,511	31,093	19,821	0
8510-4790-41251 SNF-Medi-Cal	3,292	0	0	0	0	0	1,209	0	0	0	14,650	10,981	0
8510-4790-41252 SNF-Medi-Cal MgdCare	18,981	13,056	0	0	0	0	14,576	21,114	932	8,144	21,812	12,971	1,917
8510-4790-41422 IP Rehab-Comm Ins Mgd Cre FFS	31,850	39,916	72,240	45,256	17,826	576	15,622	1,314	0	21,135	23,541	35,572	31,522
10-4790-41423 IP Rehab-Comm Ins at Risk	3,341	11,552	4,760	12,504	4,360	23,096	0	0	0	0	0	0	0
7904-1431 IP Rehab-WC	0	0	0	0	5,400	0	0	0	0	0	0	0	18,211
7904-1441 IP Rehab-Medicare	358,462	329,265	363,018	365,432	376,497	402,888	411,857	350,916	218,191	372,544	372,540	293,983	295,577
7904-1442 IP Rehab-Medicare MgdCare	15,165	878	0	0	8,581	0	42,806	43,129	77,091	26,102	27,299	48,418	76,555
7904-1443 IP Rehab-Medicare At Risk	10,771	4,416	0	0	13,268	0	13,063	21,552	16,972	6,489	14 486	7,253	13,527
10-4790-41451 IP Rehab-Medi-Cal	0	0	0	0	0	8,548	0	0	0	0	0	0	0
8510-4790-41452 IP Rehab-Medi-Cal MgdCare	9 716	0	26,239	5,266	46,320	33,419	13,084	11,742	33,592	24,474	18,092	63,355	5,059
8510-4790-44522 OP-Comm MgdCare	7,553	3,715	4,326	6,421	3,317	0	0	1,899	1,121	1,681	5,005	7,471	5,053
8510-4790-44523 OP-Al Risk	998	0	0	0	0	0	0	0	0	0	0	0	0

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
5810-4790-44541 OP-Medicare	18,271	14,826	3,803	11,012	2,909	2,619	2,459	6,609	4,083	7,857	6,892	10,915	18,233
5810-4790-44542 OP-Medicare MgdCare	4,720	9,806	18,883	5,418	3,818	1,425	747	727	2,069	2,429	984	1,896	3,193
5810-4790-44543 OP-Medicare At Risk	5,939	6,533	6,195	6,533	3,047	3,258	1,681	2,376	2,201	2,611	0	4,557	3,838
5810-4790-44551 OP-Medi-Cal	321	642	743	0	0	0	0	0	0	0	0	727	0
5810-4790-44552 OP-Medi-Cal MgdCare	0	743	2,433	0	0	2,001	0	743	2,348	0	934	0	0
5810-4790-44742 ER-Medicare MgdCare	0	0	0	0	0	0	0	0	0	0	0	0	984
5810-4852-41141 IP Acute-Medicare	0	0	0	0	0	0	0	0	418	0	0	0	0
5810-4852-44201 OP-Self Pay	238	0	0	0	0	0	0	0	0	0	0	0	0
5810-4852-44522 OP-Comm MgdCare	2,070	0	376	2,423	1,520	2,291	728	2,504	1,677	830	1,778	1,552	2,220
5810-4852-44541 OP-Medicare	0	648	0	0	1,020	1,020	0	418	805	2,981	0	0	0
5810-4852-44542 OP-Medicare MgdCare	514	760	376	0	1,392	0	1,260	547	571	1,438	455	1,326	418
5810-4852-44543 OP-Medicare At Risk	0	0	0	0	0	514	0	0	0	547	982	974	0
5810-4852-44551 OP-Medi-Cal	774	1,116	502	301	301	301	483	833	1,116	1,527	1,245	89	0
5810-4852-44552 OP-Medi-Cal MgdCare	0	0	(212)	0	376	0	0	671	547	0	0	418	0
5810-4852-44591 OP-Other	60,671	52,952	54,852	56,944	47,848	63,466	48,190	67,379	91,059	60,883	61,182	57,092	34,206
5810-4855-41141 IP Acute-Medicare	2,193	2,921	2,828	1,278	3,054	6,285	4,619	2,882	4,376	7,578	3,061	2,906	1,245
5810-4855-41151 IP Acute-Medi-Cal	0	0	0	0	0	0	301	0	0	0	0	0	0
5810-4855-44501 OP-Self Pay	0	0	0	0	0	0	0	0	0	0	455	0	0
5810-4855-44521 OP-Comm Ins	0	0	0	0	0	0	0	348	418	0	418	0	418
5810-4855-44522 OP-Comm MgdCare	7,520	4,767	9,321	7,507	7,516	7,287	6,329	10,618	10,897	5,148	8,141	8,154	8,701
5810-4855-44523 OP-At Risk	0	301	0	301	0	0	0	0	0	0	0	0	0
5810-4855-44541 OP-Medicare	151,244	142,924	148,258	121,483	123,055	108,728	131,132	171,024	137,947	148,282	165,574	163,800	148,948
5810-4855-44542 OP-Medicare MgdCare	3,998	3,634	4,806	3,848	3,838	6,496	3,857	3,282	4,876	4,269	3,974	4,773	4,427
5810-4855-44543 OP-Medicare At Risk	0	301	676	0	301	301	0	547	1,107	0	0	0	0
5810-4855-44551 OP-Medi-Cal	4,632	2,468	3,084	3,274	4,529	3,340	2,377	2,070	5,557	1,178	348	6,064	7,192
5810-4855-44552 OP-Medi-Cal MgdCare	17,053	13,062	20,053	14,631	18,089	16,890	16,241	19,859	13,184	22,676	16,426	13,838	11,773
5810-4855-44591 OP-Other	1,204	1,260	576	622	0	977	622	1,457	2,126	3,074	2,118	1,691	418
5810-4855-44741 ER-Medicare	0	0	0	0	707	0	0	0	348	0	0	0	0
5810-4871-41101 IP Acute-Self Pay	0	6,136	0	0	3,042	10 074	1,521	8,101	11,529	4,972	5,810	5,054	0
5810-4871-41121 IP Acute-Comm Ins	0	3,998	0	0	0	2,568	0	1,996	0	2,496	0	2,568	0
5810-4871-41122 IP Acute-Comm MgdCare	31,972	50,074	34,629	40,861	34,197	24,158	41 185	22,520	14,108	23,103	26,281	34,319	22,520
5810-4871-41123 IP Acute-Comm At Risk	2,668	0	0	1,521	2,592	3,117	5,617	2,568	1,596	2,668	0	1,521	0
5810-4871-41131 IP Acute-WC	2,496	0	2,496	0	4,572	0	0	7,456	5,064	4,972	2,496	9,944	7,456
5810-4871-41141 IP Acute-Medicare	142,852	121,888	194,296	105,880	125,089	134,861	148,351	171,130	141,032	120,624	169,508	147,240	127,687
5810-4871-41142 IP Acute-Medicare MgdCare	48,921	53,942	54,382	74,720	77,148	27,814	52,266	38,536	43,755	37,126	64,788	39,490	51,211
5810-4871-41143 IP Acute-Medicare At Risk	29,429	12,918	40,760	18,642	30,242	20,076	48,364	27,004	37,814	15,613	24,762	31,037	16,810
5810-4871-41151 IP Acute-Medi-Cal	23,427	18,300	25,810	30,696	11,453	36,425	25,324	32,102	32,535	20,538	24,375	17,890	26,360
5810-4871-41152 IP Acute-Medi-Cal MgdCare	54,229	52,048	76,079	53,340	60,798	74,281	69,949	98,711	55,579	65,717	66,804	53,647	53,454
5810-4871-41161 IP Acute-Other Govt FFS	0	0	0	0	0	0	0	0	0	0	0	0	2,496
5810-4871-41222 SNF-Comm MgdCare	0	0	0	0	0	2,459	0	0	0	0	0	0	0
5810-4871-41261 SNF-Medicare	8,979	8,823	13,608	0	1,521	4,007	0	2,076	4,007	8,979	4,007	8,979	0
5810-4871-41242 SNF-Medicare MgdCare	2,496	1,521	0	2,496	0	0	0	0	0	0	2,496	0	0
5810-4871-41243 SNF-Medicare At Risk	0	0	0	2,496	1,521	0	0	2,496	0	0	2,496	0	0
5810-4871-41252 SNF-Medi-Cal MgdCare	0	0	0	0	0	0	0	1,521	0	0	0	0	0
5810-4871-41422 IP Rehab-Comm Ins Mgd Cre FFS	0	0	2,496	2,496	0	0	0	0	0	0	0	2,496	1,509
5810-4871-41423 IP Rehab-Comm Ins at Risk	0	0	1,521	0	0	0	0	0	0	0	0	0	0
5810-4871-41441 IP Rehab-Medicare	7,482	9,944	11,784	2,496	11 453	2,496	8,481	2,496	2,496	9,944	0	4,507	8,453
5810-4871-41442 IP Rehab-Medicare MgdCare	0	0	0	0	0	0	0	0	8,481	0	0	0	2,496
5810-4871-41443 IP Rehab-Medicare At Risk	0	0	0	0	0	0	0	0	8,481	0	0	0	0
5810-4871-41451 IP Rehab-Medi-Cal	0	0	0	0	0	0	0	0	0	1,509	1,521	0	0
5810-4871-44521 OP-Comm Ins	0	0	2,810	0	0	0	0	0	0	0	2,496	0	0
5810-4871-44522 OP-Comm MgdCare	9,143	27,698	7,948	10,108	6,089	7,049	12,652	6,816	11,074	7,131	15,162	11,571	8,120
5810-4871-44523 OP-At Risk	0	0	0	0	0	0	1,521	0	0	0	0	0	0
5810-4871-44541 OP-Medicare	61,813	53,216	36,719	43,376	32,439	58,380	40,757	38,058	28,186	54,723	38,648	48,289	33,927
5810-4871-44542 OP-Medicare MgdCare	21,212	16,139	34,906	12,534	18,510	21,481	17,896	22,828	13,818	16,922	49 475	20,504	13,150
5810-4871-44543 OP-Medicare At Risk	2,610	0	2,568	2,568	0	2,568	7,540	2,568	0	4,089	5,084	0	5,054
5810-4871-44551 OP-Medi-Cal	0	0	0	0	0	0	0	0	2,568	3,986	0	4,089	0
5810-4871-44552 OP-Medi-Cal MgdCare	9,926	0	1,696	1,521	0	2,922	3,117	1,521	7,622	5,699	0	4,638	1,696
5810-4871-44591 OP-Other	20,462	10,272	5,136	10,314	0	20,322	15,250	18,198	0	7,704	12,555	12,782	5,138
5810-4871-44701 ER-Self Pay	4,972	3,042	3,030	8,528	4,939	8,481	8,064	1,521	3,042	0	1,559	1,521	2,496
5810-4871-44721 ER-Comm Ins	0	0	0	0	0	0	0	1,521	0	0	0	0	0
5810-4871-44722 ER-Comm MgdCare	17,438	11,276	3,042	3,042	2,488	6,084	6,064	7,124	3,042	1,521	8,014	8,096	2,488
5810-4871-44731 ER-WC	1,521	0	0	0	0	1,521	0	0	0	0	0	0	0
5810-4871-44741 ER-Medicare	11 185	24,788	21,531	15,114	21,309	17,278	21,778	18,197	3,995	5,516	18,574	8,720	12,268
10-4871-44742 ER-Medicare MgdCare	10,079	13,092	20,395	12,734	10,188	9,003	2,910	16,051	8,945	12,029	8,038	7,037	16,669
871-44743 ER-Medicare At Risk	2,488	4,683	0	4,007	0	0	0	4,588	2,488	1,521	3,030	0	3,117
871-44751 ER-Medi-Cal	8,510	8,521	14,498	4,563	14,511	5,516	8,030	8,529	8,570	8,528	8,979	0	8,493
871-44752 ER-Medi-Cal MgdCare	23,783	14,717	29,289	21,198	20,248	15,126	12,033	13,121	9,810	12,853	16,889	21,384	15,063
871-44763 ER-Other-At Risk	0	0	0	0	1,539	0	0	0	0	0	0	0	0
10-5614-53810 OTHER NON-OPERATING REV.	0	0	0	1,500	0	750	0	0	0	0	0	0	0
5810-5635-53920 OTHER NON-OPERATING REVENUE	0	0	0	0	0	0	0	2,255	0	0	0	0	0
5810-5670-53920 Sale of Scraps and Waste	509	126	3,354	952	1,150	720	814	988	1,200	184	598	767	16,648
5810-5700-53910 Medical Records/Abstract Sales	2,003	8,479	1,241	2,403	1,688	574	2,818	2,158	1,484	633	3,194	3,411	353
5810-5740-53920 INSERVICE EDUCATION	813	(813)	0	0	0	0	0	301	0	0	574	1,097	1,777
5810-5760-53920 Other Operating Revenue	350	(300)	51,017	356	50	145	359,854	150	39,336	50	350	570	0
5810-5800-51000 Bad Debt Expense - IP	2,843,493	(755,843)	(3,161,882)	(1,690,379)	(2,037,949)	(1,400,935)	(674,394)	(997,429)	(1,379,469)	(2,284,405)	(360,936)	523,791	85,528
5810-5811-51441 CONT REHAB MCARE FFS	0	0	0	0	0	0	0	0	0	0	0	(6)	1,983,132
5810-5811-51810 CA MCre FFS Inpt Acute	(24,473,050)	(32,088,617)	(32,064,092)	(32,811,235)	(29,784,417)	(32,354,899)	(36,002,572)	(39,872,632)	(37,208,378)	(38,252,252)	(32,426,585)	(36,098,442)	(101,478)
5810-5811-51811 IP PIP PAYMENT	929,460	960,183	1,028,669	931,770	961,883	941,430	989,783	994,383	870,524	937,316	889,804	927,124	(27,875,758)
5810-5811-51820 CA MCre FFS SNF	(3,726,231)	(2,054,326)	(1,708,320)	(573,616)	(5,494,329)	(2,680,361)	(2,494,806)	(3,138,548)	(2,616,831)	(2,617,813)	(2,588,856)	(2,153,043)	892,668
5810-5811-54850 CA MCre FFS Outpatient	(3,346,372)	(10,036,263)	(7,470,114)	(8,717,361)	(7,425,764)	(7,000,880)	(8,109,713)	(7,992,303)	(8,322,629)	(9,139,338)	(10,344,006)	(9,900,126)	(2,414,380)
5810-5811-54851 OP PIP PAYMENT	10,500	11,760	7,980	8,820	10,080	10,920	12,180	7,560	7,560	11,172	12,236	13,832	(7,794,879)
5810-5811-54876 CA MCre Prior Settlement	0	0	(307,359)	0	0	(29,358)	0	0	(1,739,262)	(435 629)	3,458	0	14,896
5810-5811-54880 CA MCre FFS ER	(2,332,948)	(1,788 889)	(1,474,189)	(2,094,718)	(1,371,122)	(1,892,480)	(1,597,218)	(2,184,991)	(2,187,264)	(1,868,268)	(1,328,092)	(1,708,848)	(1,570,852)
5810-5812-51442 CONT REHAB MCARE MGD CARE	(2,256,430)	(1,590,164)	(1,409,383)	(1,850,038)	(533,053)	(4,485,601)	(2,901,718)	(1,810,222)	(2,125,764)	(1,581,726)	(623,136)	(1,559,239)	(3,640,652)
5810-5812-51443 CONT REHAB MCARE RISK	(123,314)	(131,891)	(115,967)	0	0	0	0	0	0	(138,605)	(11,696)	0	(91,977)
5810-5812-51810 CA MCre MgdCare Inpt Acute	(10,280,949)	(8,209,280)	(8,619,302)	(9,201,588)	(7,540,857)	(4,288,531)	(5,931,852)	(5,943,677)	(3,881,183)	(12,758,402)	(10,274,969)	(9,510,475)	(11,624,350)
5810-5812-51820 CA MCre MgdCare SNF	(153,918)	7,556	(92,319)	0	(69,788)	(259,527)	(377,594)	(38,206)	(34,848)	(117,801)	(1,552)	(80,001)	(294,201)
5810-5812-54850 CA MCre MgdCare Outpatient	(3,408,511)	(1,468,662)	(1,944,997)	(1,509,477)	(1,513,794)	(1,393,394)	(2,566,535)	(2,353,287)	(1,743,218)	(3,059,947)	(2,814,352)	(2,301,944)	(3,816,539)
5810-5812-54880 CA MCre MgdCare ER	(1,013,028)	(455,380)	(490,072)	(453,956)	(539 869)	(552,342)	(557,295)	(618,261)	(745,812)	(736,021)	(539,981)	(701,342)	(1,326,281)
5810-5813-51810 CA MCre at Risk Inpt Acute	(9,965,611)	(4,888,924)	(2,782,955)	(556,878)	(1,685,263)	(1,557,653)	(2,126,042)	(1,739,750)	(3,849,165)	(2,814,783)	(3,536,852)	(10,669,006)	(7,780,852)
5810-5813-51820 CA MCre at Risk SNF	(204,583)	(117,030)	0	0	(168,644)	(7,648)	(365,566)	(138,283)	(173,003)	(85,186)	0	(642,938)	(83,952)
5810-5813-54850 CA MCre atRisk Outpatient	(483,210)	(299,503)	(59 481)	(143,116)	(288,838)	(558,258)	(121,990)	(450,932)	(607,585)	(671,223)	(331,259)	(1,071,377)	(1,291,536)
5810-5813-54880 CA MCre atRisk ER	(162,480)	(102,161)	(75,222)	(228,209)	(30,023)	(933,024)	(213,839)	(80,597)	(338,547)	(94,553)	(153,888)	(291,374)	(347,181)
5810-5820-51810 CA Mcald FFS Inpt Acute	(4,026,687)	(7,575,258)	(7,276,161)	(9,094,983)	(3,798,207)	(3,732,414)	(718,404)	(2,817,079)	(4 000,818)	(5,742,173)	(3,696,014)	(4,626,634)	(5,711 027)
5810-5820-51820 CA Mcald FFS SNF	(321,377)	(5,269)	(132,768)	0	(10,043)	(3,792)	(3,859)	0	0	(2,570)	0	0	0
5810-5820-54850 CA Mcald FFS Outpatient	(628,728)	(884,920)	(536,213)	(517,482)	(445,098)	(462,921)	(590,876)	(347,497)	(402,682)	(488,992)	(494,971)	(393,140)	(389,311)
5810-5820-54880 CA Mcald FFS ER	(1,452,870)	(2,731,368)	(1,377,047)	(1,660,102)	(1,343,781)	(1,859,918)	(1,838,089)	(1,369,804)	(1,814,820)	(1,888,737)	(1,414,512)	(1,149,322)	(604,357)
5810-5821-51481 CONT REHAB MCAID FFS	0	(9,020)	0	0	(1,260)	0	0	0	0	0	0	0	0
5810-5821-51810 CA MCAL FFS IP	2,946,007	(933,423)	5,614,422	(3,813,561)	(1,311,162)	(6,887,512)	(3,018,868)	(11,924,774)	(6,074,302)	1,720,372	(3,929,509)	(1,938,818)	11,941,927
5810-5821-54850 CA MCAL FFS OP	430,098	(1,071,563)	(1,858,973)	(2,150,462)	(2,424,330)	1,403,006	1,523,897	(1,403,348)	1,039,833	(14,042)	(978,876)	1,223,946	(1,503,247)
5810-5821-54876 CA MCAID FFS Prior Settlement	(209,573)	0	0	0	0	0	0	0	0	0	0	0	0
5810-5821-54877 Provider Fee - Medi-Cal	0	0	0	0	0	0	5,992,189	1,342,357	869,295	869,295	869,295	869,295	869,295
5810-5821-54878 Provider Fee - Medi-Cal MgdCare	0	0	0	0	2,597,141	0	0	0	0	0	0	637,884	638,988
5810-5822-51482 CONT REHAB MCAID MGD CARE	(304,690)	5,488	0	(139,142)	(24,809)	(42,358)	(1,100)	(303,876)	1,317	(82,277)	(403,043)	(124,924)	(228,003)
5810-5822-51810 CA Mcaid MgdCre Inpt Acute	(12,225,129)	(8,981,112)	(15,393,166)	(8,598,788)	(11,419,526)	(8,891,009)	(17,401,936)	(12,208,218)	(12,300,184)	(15,795,952)	(17,030,181)	(17,331,350)	(14,076,266)
5810-5822-51820 CA Mcaid MgdCre SNF	(103,948)	(180,185)	(131,352)	172,798	0	(124,367)	(134,840)	(161)	(52,818)	4,113	(82,095)	(1,338,485)	(31,868)
5810-5822-54850 CA Mcaid MgdCre Outpatient	(2,527,514)	(1,823,371)	(2,229,810)	(1,595,468)	(1,723,434)	(2,674,875)	(3,869,241)	(2,906,316)	(2,449,902)	(2,218,160)	(1,857,709)	(4,296,122)	(1,293,545)
5810-5822-54880 CA Mcaid MgdCre ER	(4,622,308)	(2,093,761)	(2,499,414)	(1,768,985)	(2,341,242)	(4,524,698)	(3,748,878)	(2,899,160)	(3,759,552)	(4,184,835)	(3,473,349)	(4,866,898)	(2,268,234)
5810-5840-51422 Cont Rehab Mgd Care	103,923	43,607	(227,298)	(199,049)	(185,171)	(99,723)	(279,654)	(289,744)	(152,321)	0	(114,527)	(103,289)	(91,593)
5810-5840-51810 CA CommMgdCre FFS Inpt Acute	(12,137,531)	(3,814 133)	(10,477,913)	(5,104,983)	(9,433,681)	(6,025,744)	(9,161,997)	(10,572,723)	(7,406,909)	(7,848,341)	(5,228,129)	(7,801,402)	(6,780,988)
5810-5840-51820 CA CommMgdCre FFSSNF	(34,040)	(93,228)	(976)	0	(198,020)	(263,077)	421,109	(71,527)	(98,149)	(108,941)	(248,527)	(547,721)	348,138
5810-5840-54850 CA CommMgdCre FFS Outpatient	(3,400,028)	(3,294,091)	(3,364,968)	(3,690,871)	(3,067,371)	(3,244,859)	(5,078,429)	(4,559,943)	(3,368,458)	(3 747,296)	(4,572,033)	(3,958,550)	(3,702,399)
5810-5840-54880 CA CommMgdCre FFS ER	(1,727,501)	(781,418)	(1,000,022)	(788,458)	(523,316)	(855,294)	(884,865)	(878,668)	(1,059,942)	(1,109,558)	(1,013,331)	(1,065,888)	(1,001,758)
5810-5850-51810 CA COMM FFS IP	(273 033)	(100,500)	(422,230)	(830,204)	(413,968)	(140,595)	(77,349)	(247,035)	53,728	(144,874)	(617,105)	(171,044)	(426,842)
5810-5850-51820 CA COMM SNF	(9,383)	0	0	0	0	0	0	0	0	0	0	0	0
5810-5850-54810 CA OP COMM	(186,822)	(59,712)	(333,752)	(228,752)	(79,976)	(15,221)	(251,293)	2,227	(57,822)	(51,958)	(186,053)	(196,535)	12,713
5810-5850-54880 CA COMM ER	(151,779)	(11,924)	42,883	(22,573)	(34,734)	(19,197)	(17,340)	(33,524)	(105,044)	(52,978)	(109,993)	(6,282)	(24,821)
5810-5852-51810 CA CommMgdCre FFS Inpt Acute	(125,411)	618,416	(1,852,159)	(5,674,300)	(3,852,894)	(7,051,885)	(5 151,264)	(5,132,078)	(5,922,748)	(3,807,572)	(5,576,838)	12,278,144	(3,999,292)
5810-5852-54850 CA CommMgdCre FFS Outpatient	891,944	424,521	(1,893,021)	(1,259,859)	(1,533,416)	(2,443,202)	(2,582,328)	(2,521,018)	(536,314)	(2,871,458)	438,288	(178,564)	(1,328,648)
5810-5852-54880 CA CommMgdCre FFS ER	(5,179)	(721)	(9,060)	(9,308)	(294)	(7,394)	(2,834)	(62)	0	(230)	(1,477)	(5,870)	(658)
5810-5853-51423 CONT REHAB Risk	0	0	0	0	0	0	(54 104)	0	(329,719)	0	0	0	0
5810-5853-51810 CA CommMgdCre Risk Inpt Acute	(453,968)	(1,118,343)	(1,168,494)	(631,458)	19,969	(78,856)	(219,332)	(570,832)	(485,307)	(568,379)	(1,344,485)	(352,778)	(84,514)
5810-5853-51820 CA CommMgdCre Risk SNF	0	0	0	0	0	0	0	0	(33,515)	0	0	(43,858)	(85,993)
5810-5853-54850 CA CommMgdCre Risk Outpatient	(103,418)	(34,501)	(220,537)	(71 148)	(18,550)	(126,224)	(14,483)	(244,245)	(171,727)	(280,497)	(119,370)	(24,850)	(79,212)
5810-5853-54880 CA CommMgdCre Risk ER	(40,366)	(38,124)	(77,847)	(151,152)	(10,139)	(57,202)	(48,732)	(74,523)	(88,257)	(57,486)	(16,333)	(16,570)	(129,290)
5810-5854-51431 Cont Rehab Workers Comp FFS	(3,574)	(100,807)	0	0	0	0	(41,264)	(317)	8,988	0	0	0	0
5810-5854-51810 CA WC MgdCre Inpt Acute	(449,868)	(594,724)	(33,534)	(189,910)	(65,426)	(7,077)	(167,313)	(309,313)	(119,164)	(295,216)	(303,787)	(117,132)	(551,822)
5810-5854-51820 CA WC MgdCre SNF	(930)	(5,032)	0	0	0	0	0	0	0	0	0	0	0
5810-5854-54850 CA WC FFS Outpatient	(98,621)	(98,506)	(48,500)	(91,884)	(11,405)	(53,685)	(20,026)	(89,799)	(102,576)	(59,351)	(105,247)	(35,277)	(43,776)
5810-5854-54880 CA WC FFS ER	(42,243)	(41,852)	(23,513)	(12,978)	(11,227)	(34,050)	(43,393)	(53,393)	(73,513)	(29,953)	(61,033)	(27,933)	(58,852)
5810-5855-51810 CA WC FFS Inpt Acute	(105,573)	0	0	0	(116,458)	0	0	0	0	0	0	0	(10,479)
5810-5855-54850 CA WC MgdCreOutpatient	(10,347)	(43,369)	0	0	(12,531)	0	0	0	0	(5,938)	0	0	0
5810-5855-54880 CA WC MgdCre ER	(5,182)	0	(8,257)	(3,213)	0	0	0	0	0	0	0	0	0
5810-5870-51491 CONT REHAB OTHER	0	0	0	0	0	0	0	0	(1,720)	0	0	0	0
5810-5870-51810 CharityDisc Othr Inpt Acute	(1,439,550)	(377,581)	(124,240)	0	(3,078)	(3,597)	(97,183)	(8,173)	0	(139,118)	0	(520,903)	(134,512)
70-51838 CharityDisc-Pending	488,341	(379,883)	4,383,129	(315,361)	(48,217)	(70,710)	(121,490)	(208,994)	(448,516)	58,074	8,095	(3,038,214)	(411,688)
70-54850 CharityDisc Othr Outpatient	(45,511)	0	(22,643)	(21,108)	(438)	(380)	(38)	(252)	(993)	(4,327)	0	(91,362)	(1,571)
70-54880 CharityDisc Othr ER	(412,669)	(1,840,707)	(303,994)	0	(31,210)	(43,842)	(767,571)	(12,360)	(3,942)	(15,717)	4,512	(532,048)	(13,949)
20-51810 Policy Discounts Inpt Acute	(933)	(11,144)	(8,336)	(269)	(173)	(1,248)	(942)	0	0	0	0	0	0
0-5920-54850 Policy discounts Outpatient	558	0	0	0	0	0	0	0	0	0	(18,010)	0	0
5810-5930-51810 Admin Adj Inpt Acute	1,633,016	772,272	(3,088 853)	(634,071)	(442,049)	(244,888)	(1,211 020)	(1,378,934)	(448,528)	(693, 139)	(1,037,894)	1,926,926	(282,528)
5810-5930-51820 Admin Adj SNF	(17,328)	0	(11)	0	(16)	(1,831)	(8)	0	0	0	0	0	0
5810-5930-54850 Admin Adj Outpatient	(1,273,450)	(1,005,612)	(976,576)	(22,050)	(884,642)	259,022	(109,858)	92,876	(1,059,353)	(489,118)	(1,342,835)	(1,372,268)	(528,766)

Verity Healt Systems
St Vincent Medical Center
Trended Income Statement
June 30, 2018

	6/30/2017	7/31/2017	8/31/2017	9/30/2017	10/31/2017	11/30/2017	12/31/2017	1/31/2018	2/28/2018	3/31/2018	4/30/2018	5/31/2018	6/30/2018
6510-5930-54830 Admin Adj ER	(2,835,844)	(608,219)	(109,111)	(18,961)	(57,176)	(99,737)	(171,602)	(28,479)	(25,095)	(28,858)	(36,509)	(124,315)	(82,032)
6510-5940-51491 CONT REHAB OTHER	0	(490)	0	(20)	0	0	0	0	0	0	0	0	0
6510-5940-51810 OTHER Adj Inpt Acute	0	0	0	128 400	21,200	35,600	42,000	33,800	30,400	37,067	45,333	26,000	23,600
6510-5945-51810 OthrDed fam Rev Inpt Acute	(369,511)	11,469	3,578	68,668	13,341	0	0	0	0	0	(113)	0	0
6510-5945-54850 OthrDed fam Rev Outpatient	(134,138)	(391)	(22,879)	6,541	315	0	0	(30,836)	212	0	(636)	0	0
6510-5945-54830 OthrDed fam Rev ER	4,873	(102)	2,881	1,061	(9,064)	(11,798)	(20,874)	(5,713)	0	176	(9,363)	(27,419)	(824)
6510-5945-54850 RetrDonations IndigCre Outpatient	0	(531)	0	0	0	0	0	0	0	0	(927,827)	(181,109)	0
6510-5960-51680 Capitation Revenue - MICARE	2,805,970	2,613,108	3,927,134	2,973,552	3,868,354	3,035,348	3,034,742	3,297,097	3,232,478	3,253,427	3,268,231	3,367,811	3,608,485
6510-5960-51681 Risk Pool Reserves	(324,520)	(71,426)	(1,157,168)	(887,942)	(1,111,526)	(441,774)	(327,258)	88,217	(763,826)	(404,813)	(233,338)	(650,559)	(2,634,368)
6510-7095-59920 Other Oper Rev	18,799	13,761	8,629	29,607	10,840	13,835	9,528	38,545	45	17,530	75	7,514	18,721
6510-8510-59920 Other Operating Revenue	18,555	13,000	0	8,187	3,815	(60,211)	(8,108)	78,541	0	0	7,770	8,176	6,985
6510-9010-59965 Gains&Loss-Hospital Property	0	0	0	0	2,209	2,312	0	0	0	0	0	0	0
6510-9040-59955 Unrestricted Contributions	17,113	75,913	45,276	31,836	47	0	7,668	697,315	77,062	181,885	192,918	84 143	(342,583)
6510-9050-59960 Investment/ Interest income	2	0	0	0	0	0	0	0	0	0	0	0	0
6510-9230-59810 Seton Guest Center Revenue	10,760	13,016	12,585	10,985	13,140	12,630	13,335	9,572	13,400	14,790	11,765	12,210	9,515
6510-9400-59937 Other Revenue -CJR	0	0	194,386	0	0	0	0	0	0	0	0	0	0
6510-9553-59800 Retl Oper Rev-Gift Shop	147	0	0	0	0	0	0	0	0	0	0	0	0
6510-9999-44599 DEFAULT GL ACCT	0	0	0	0	0	0	0	0	0	4,231	(4,231)	0	0
Total. Total Revenue per GL	17,657,494	18,471,770	18,384,512	18,261,524	20,216,930	17,880,529	29,478,090	24,088,055	18,988,553	20,728,662	19,868,881	21,309,921	18,960,545
Total Revenue per Report	17 657,494	18,471,770	18,384,512	18,261,524	20,216,930	17,880,529	29 478,090	24,088,055	18,988,553	20,724,431	19,872,912	21,309,921	18,960,545
Check Total Revenue	0	0	0	0	0	0	0	0	0	4,231	(4,231)	0	0

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Schedule 2.14 - Legal Proceedings

See attached folder "Schedule 2.14 - Legal Proceedings"

ATTACHMENT

Schedule 2.14 - Legal Proceedings (Seton Medical Center)

btor	Claimant/Plaintiff	Case Number	Court Name	Court Address	Court Address	Court City	Court State	Court Zip	Status of Case	Basis of Claim	Date Claim Incurred
Seton Medical Center	Jenneth Manlese	NUHW-Grievance	Arbitration - pending selection of arbitrator							Grievance: Unjust Termination	8/24/2018
Seton Medical Center	Theodore Parada, MD	18-CIV-05532	Superior Court of California, County of San Mateo (Southern Branch)	400 County Center		Redwood City	California	94063	Pending	Personal injury/property damage/wrongful death	10/26/2016

Schedule 2.14 - Legal Proceedings (St. Vincent Medical Center)

Verity Entity	Claimant/Plaintiff	Case Number	Court Name	Court Address	Court Address	Court City	Court State	Court Zip	Status of Case	Basis of Claim	Date Claim Incurred
St. Vincent Medical Center	Yolanda Mancilla	DC702805	Superior Court of California, County of Los Angeles (Stanley Mosk Courthouse)	111 North Hill Street		Los Angeles	California	90012	Pending	Professional Liability	8/24/17; (filed 9/26/18)
St. Vincent Medical Center	Elise Margaret O'Halloran	18STCV00301	Superior Court of California, County of Los Angeles (Stanley Mosk Courthouse)	111 North Hill Street		Los Angeles	California	90012	Pending	Professional Liability	11/7/17 (filed 10/5/18)
St. Vincent Medical Center	University of Southern California on behalf of Keck Hospital	BC714090	Superior Court of California, County of Los Angeles (Stanley Mosk Courthouse)	111 North Hill Street		Los Angeles	California	90012	Pending	Breach of contract	Filed 11/18/18

Schedule 2.14 - Legal Proceedings (St. Francis Medical Center)

Seller	Claimant/Plaintiff	Case Number	Court Name	Court Address	Court Address	Court City	Court State	Court Zip	Status of Case	Basis of Claim	Date Claim Incurred
St. Francis Medical Center	Rosa Camaco	ULP-21-CA-219922	UNAC-UHCP				California			Unfair Labor Practice Under the Labor Relations Act, art 7.	
St. Francis Medical Center	Rosa Camaco	ULP-21-CA-209435	UNAC-UHCP				California			Unfair Labor Practice Under the Labor Relations Act, art 7.	
St. Francis Medical	Edwin Guardado	Guardado-UNAC (Grievance number not yet assigned)	UNAC-UHCP				California			Grievance: Termination	
St. Francis Medical Center	Edwin Guardado	ULP Guardado-21-CA-230499	UNAC-UHCP				California			ULP -Dimissal for Union Activities; Unfair Labor Practice Under the Labor Relations Act, art 7.	
St. Francis Medical Center	Natalie Nguyen	EEOC # 480-2019-00050	US Equal Employment Opportunity Commission, Los Angeles District	255 E. Temple Street	9th Floor	Los Angeles	California	90012	Pending	EEOC-Disability	10/08/18
St. Francis Medical Center	Tammy Sprownson	BC724114	Superior Court of California, County of Los Angeles (Stanley Mosk Courthouse)	111 North Hill Street		Los Angeles	California	90012	Pending	Professional Liability	10/3/2018
St. Francis Medical Center	UNAC	Case Number: 21-CA-231856	National Labor Relations Board, Region 21	312 North Spring Street	Floor 10	Los Angeles	California	90012	Pending		
St. Francis Medical Center	Abbas Khanafer	BC718838	Superior Court of California, County of Los Angeles (Stanley Mosk Courthouse)	111 North Hill Street		Los Angeles	California	90012	Pending	Professional Liability	

Schedule 2.15(a) - Seller Plans

See attached folder "Schedule 2.15(a) - Seller Plans"

Pension Plans Verity:

- Verity Health System Retirement Plan (John Hancock - Plan A)
- Verity Health System Retirement Plan (John Hancock - Plan B)

Verity Defined Contribution Plans:

- Verity Health System Retirement Plan Account (RPA) – TT080435
- Verity Health System Supplemental Retirement Plan (401(a)) – TT080286
- Verity Health System Supplemental Retirement Plan (TSA) – TT069202
- Verity Health System Executive Long-Term Savings Plan 457(b) TE098157

Medical:

- Verity EPO Plan (EPO1 and EPO2)
- Verity PPO Plan Buy-up (PPO1 - Verity Network, PPO2 - PPO Network and PPO3 - Out-of-Network)

Dental:

- Cigna Dental HMO Plan
- Delta Dental PPO Plans (Delta PPO 800 and Delta PPO 1200)

Vision:

- VSP Core Plan (VSP CORE Plan and VSP PLUS Plan)

Health Benefits:

All benefit eligible employees are offered Voluntary Life/AD&D, Short-term Disability (STD), Long-term Disability (LTD), Long-term Care (LTC), Employee Assistance Program (EAP), and Flexible Spending Accounts (FSA), except employees represented by CNA are not offered the LTD Buy-up plan.

- Life/AD&D Insurance through Unum
- Voluntary STD through Cigna
- LTD through Cigna
- LTC through Unum
- Flexible Spending Account through Health Now
- Employee Assistance Program through OptumHealth
- Voluntary Benefits through AlliantCHOICE+

Verity Deferred Compensation Plan:

- 457(b) Tax-Exempt Plan through Transamerica Retirement Solutions, LLC (Account No.: TE098157)

Reduction in Force Policy:

- Verity has a Reduction in Force Policy which includes two weeks' notice pay and severance pay for employees based on the following factors: (i) employee status (non-exempt, exempt or management/directors); and (ii) years of service. Severance pay ranges from two (2) weeks of pay (non-Exempt and less than three (<3) years of service) to eighteen (18) weeks of pay (management/directors and over twenty-five (>25) years of service).

Benefits At-A-Glance

Take a moment to review the full array of benefits Verity Health offers below.

Benefit	Key Features	Required Action During Open Enrollment
Medical Plans	Medical coverage provides you and your family with benefits that help keep you healthy with preventive care screenings and access to urgent care. It also provides important financial protection if you have a serious medical condition. Each plan offers comprehensive coverage with varying networks, copays and out of pocket costs. Refer to your summary of benefits for specific plan details.	If you would like to enroll, add/delete a dependent or change plans, enrollment via SmartBen is required.
Dental	Covers preventive care and other benefits for specialized procedures based on the carrier's covered services and procedures.	If you would like to enroll, add/delete a dependent or change plans, enrollment via SmartBen is required.
Vision	Covers lenses, frames, contact lenses and more. You can visit any licensed provider, but you will save if you choose in-network providers.	If you would like to enroll, add/delete a dependent or change plans, enrollment via SmartBen is required.
Voluntary Life Insurance	Provides you and/or your beneficiaries with financial security in the event of your death. Dependent life insurance is also available for your spouse/registered domestic partner and child(ren).	Enrollment via SmartBen is voluntary. Certain enrollment amounts may require evidence of insurability (EOI) and approval.
Accidental Death & Dismemberment (AD&D)	Provides additional financial security if you are severely injured or die as a result of an accident.	Enrollment via SmartBen is voluntary. Certain enrollment amounts may require evidence of insurability (EOI) and approval.
Long Term Disability (LTD)	Provides long-term income replacement up to a certain percentage of your salary if you can't work due to a long-term illness or injury.	Enrollment via SmartBen is voluntary. Certain enrollment amounts may require evidence of insurability (EOI) and approval.
Voluntary Short-Term Disability (Vol. STD)	Provides short-term income replacement due to a non-work related illness or injury.	Enrollment via SmartBen is voluntary. Certain enrollment amounts may require evidence of insurability (EOI) and approval.
Long Term Care (LTC)	Provides reimbursement dollars for nursing home care, personal care, adult day care and care provided in an assisted living facility.	Not at this time. Look for more information mid-year during the LTC Open Enrollment period.
Health Care Spending Account	Provides the option to use pre-tax dollars to pay for qualified health expenses for you and your family. Taking advantage of this benefit reduces your taxable income.	You must enroll/re-enroll to participate in this spending account in 2019.
Dependent Care Spending Account	Provides the option to use pre-tax dollars to reimburse yourself for qualified out-of-pocket expenses. Taking advantage of this benefit reduces your taxable income. Use this for qualified expenses related to care for a child, such as day or after school care, or care for other dependents who are physically or mentally incapable of self-care.	You must enroll/re-enroll to participate in this spending account in 2019.
Employee Assistance Program	Provides free and confidential assessments, short-term counseling, referrals, and follow-up services to employees and their families up to certain annual maximum.	Employees and dependents are automatically enrolled at no cost to you.
Additional Voluntary Plans	AlliantCHOICE Plus voluntary benefits are available in addition to your core benefits package.	If you wish to enroll, please see page 19 for further details.

Benefits by Facility

	Medical		Dental				Vision	
	EPO	PPO	HMO	PPO	PPO	PPO	Base	Buy-Up
	Verity Plan	Verity Plan	Cigna	Delta 800	Delta 1200	Delta 1500	VSP	VSP
Verity Business Services								
VBS	X	X	X	X	X		X	X
Verity System Office								
North	X	X	X	X	X		X	X
South	X	X	X	X	X		X	X
St. Francis Medical Center								
Non-Represented	X	X	X	X		X	X	X
SEIU	X	X	X	X		X	X	X
IAC	X	X		X		X	X	X
Religious	X	X						
St. Vincent Medical Center								
Non-Represented	X	X	X	X		X	X	X
SEIU	X	X	X	X		X	X	X
CNA	X	X	X	X		X	X	X
Seton Medical Center								
Non-Represented	X	X	X	X		X	X	X
NUHW	X	X		X	X		X	X
CNA	X	X			X		X	X
ESC Local 20	X	X	X	X		X	X	X
Seton Coastside Medical Center								
Non-Represented	X	X	X	X		X	X	X
NUHW	X	X		X	X		X	X

***Note**: All benefit eligible employees are offered Voluntary Life/AD&D, Short-term Disability (STD), Long-term Disability (LTD), Long-term Care (LTC), Employee Assistance Program (EAP), and Flexible Spending Accounts (FSA), except SMC and SMCC NUHW and CNA are not offered the LTD Buy-up plan.*

	Verity Health System Retirement Plan A & B	
	John Hancock (formerly NYLIM) Monthly Annuity - "Pension Plan" Employer Contribution - Benefit Restriction Applied does not affect the monthly annuity	**TSA Match (formerly NYLIM) 12/31/08. 403(b) Optional to Employee - Employer contribution only if Employee Contributed - Benefit Restrictions Could Apply to Lump Sum Match Benefit**
Plan Sponsor	**Verity Health System**	
Plan Recordkeeper	**John Hancock**	
Actively Employed Participants	**2,373 (Plan A 2,229 / Plan B 144)**	
Terminated Vested Participants	**2,751 (Plan A 2,254 / Plan B 497)**	
Retired/Beneficiary Participants	**2,680 (Plan A 2,339 / Plan B 341)**	
Total Participants	**7,804 (Plan A 6,822 / Plan B 982)**	
Plan Assets as of 12/31/17	**$342,972,510 (Plan A - $334,661,036 / Plan B - $8,311,474)**	
Estimated Annual Per Participant Fee	**$74.32**	
System Office Executives	Frozen as of 2/28/2011	Frozen as of 12/31/2008
System Office Staff (No. Cal.)	Frozen as of 2/28/2011	Never Eligible
System Office Staff (So. Cal.)	Frozen as of 2/28/2011	Never Eligible
CBS/VBS	Never Eligible	Never Eligible
Seton Non-Represented	Never Eligible	Never Eligible
NUHW	Never Eligible	Never Eligible
CNA	Never Eligible	Never Eligible
Local 20	Never Eligible	Never Eligible
Seton Coastside Non-Represented	Never Eligible	Never Eligible
NUHW	Never Eligible	Never Eligible
St. Francis Non-Represented	Frozen as of 2/28/2011	Frozen as of 12/31/2008
UNAC	Frozen as of 12/31/2011	Frozen as of 12/31/2008
SEIU	Frozen as of 12/31/2012	Frozen as of 12/31/2008
St. Vincent Non-Represented	Frozen as of 2/28/2011	Frozen as of 12/31/2008
SEIU	Frozen as of 2/28/2011 (with Non-Represented)	Frozen as of 12/31/2008
CNA	Active[1]	Frozen as of 12/31/2008

1. As of 1/1/2017, eligible CNA members in Plan A are accruing a Cash Balance benefit that includes an annual pay credit between 4.25% and 10% of eligible pay based on the participant's years of service, and a 4% annual interest credit. As of 1/1/17, CNA members ceased to be eligible for new accruals under the Traditional Formula Benefit.

	Verity Health System Supplemental Retirement Plan (TSA) (TT069202)			Verity Health System Supplemental Retirement Plan (401(a)) (TT080286)		Verity Health System Retirement Plan Account (RPA) (TT080435)
	Optional Employee Contribution 403(b)	Lincoln Individual Annuity Contracts Only - Elective deferrals to Lincoln ceased as of 10/31/2006	VALIC Individual Annuity Contracts Only - Elective deferrals to VALIC ceased as of 10/31/2006	Match Benefit = 35% on first 5% of pay. Only applies for employees contributing to the 403(b)	Match Benefit = 50% on first 6% of pay. Only applies for employees contributing to the 403(b)	
Plan Sponsor						
Administrator/Record-keeper	Transamerica	Lincoln[3]	VALIC[3]	Transamerica		
Total Plan Assets	$542,194,113	$16,518,074	$2,672,112	$60,195,428		$107,985,358
Active Participants With a Balance / Avg. Account Balance	5,053 / $79,295	N/A	N/A	4,280 / $11,506		3,645 / $25,912
Terminated Participants With a Balance / Avg. Account Balance	2,756 / $51,348	N/A	N/A	1,481 / $7,393		1,027 / $13,179
Total Participants With a Balance / Avg. Account Balance	7,809 / $69,432	343 / $48,158	309 / $8,132	5,761 / $10,449		4,672 / $23,113
Eligible Participants Actively Deferring / Eligible Participants	4,764 / 6,870 (69.33%)	N/A	N/A	N/A		N/A
Participants Actively Deferring in Percentage (%) / Avg. Deferral	2,373 / 9.98%	N/A	N/A	N/A		N/A
Participants Actively Deferring in Dollar Amount ($) / Avg. Deferral	2,391 / $386 per pay period	N/A	N/A	N/A		N/A

Estimated Annual Per Participant Fee (the per participant range is $47 to $77)	**$90.60**			**$13.56**		**$30.16**
Estimated TOTAL Annual EBA Account (6.5 bps)	**$352,426**	**N/A**	**N/A**	**$39,127**		**$70,190**
Estimated Annual EBA Allocated to On-sites (4 bps)	**$216,878**	**N/A**	**N/A**	**$24,078**		**$43,194**
Estimated Annual EBA Allocated to Qualified Plan Expenses (2.5 bps)	**$135,549**	**N/A**	**N/A**	**$15,049**		**$26,996**
Available EBA Account as of 9/30/18	**$287,049**	**N/A**	**N/A**	**$13,100**		**$6,394**
Available Forfeitures as of 9/30/18	**$3,991**	**N/A**	**N/A**	**$112,882**		**$103,406**
Available Advanced Employer Account as of 9/30/18	**$27,592**	**N/A**	**N/A**	**$54,685**		**$284,769**
System Office Executives	Active	Frozen as of 10/31/2006	Frozen as of 10/31/2006	Frozen as of 12/31/2016[1]	Active as of 1/1/2017[1]	Frozen as of 12/31/2016[1]
System Office Staff (No. Cal.)	Active	Frozen as of 10/31/2006	Frozen as of 10/31/2006	Frozen as of 12/31/2016[1]	Active as of 1/1/2017[1]	Frozen as of 12/31/2016[1]
System Office Staff (So. Cal.)	Active	Frozen as of 10/31/2006	Frozen as of 10/31/2006	Frozen as of 12/31/2016[1]	Active as of 1/1/2017[1]	Frozen as of 12/31/2016[1]
CBS/VBS	Active	Frozen as of 10/31/2006	Frozen as of 10/31/2006	Frozen as of 12/31/2016[1]	Active as of 1/1/2017[1]	Frozen as of 12/31/2016[1]
Seton Non-Represented	Active	Frozen as of 10/31/2006	Frozen as of 10/31/2006	Frozen as of 12/31/2016[1]	Active as of 1/1/2017[1]	Frozen as of 12/31/2016[1]
NUHW	Active	Frozen as of 10/31/2006	Frozen as of 10/31/2006	Active	Never Eligible	Active as of 1/1/2013
CNA	Active	Frozen as of 10/31/2006	Frozen as of 10/31/2006	Frozen as of 12/31/2016	Never Eligible	Never Eligible
Local 20	Active	Frozen as of 10/31/2006	Frozen as of 10/31/2006	Active	Never Eligible	Active as of 3/1/2011
Seton Coastside Non-Represented	Active	Frozen as of 10/31/2006	Frozen as of 10/31/2006	Frozen as of 12/31/2016[1]	Active as of 1/1/2017[1]	Frozen as of 12/31/2016[1]

NUHW	Active	Frozen as of 10/31/2006	Frozen as of 10/31/2006	Active	Never Eligible	Active as of 1/1/2013
St. Francis Non-Represented	Active	Never Eligible	Frozen as of 10/31/2006	Frozen as of 12/31/2016[1]	Active as of 1/1/2017[1]	Frozen as of 12/31/2016[1]
UNAC	Active	Never Eligible	Frozen as of 10/31/2006	Active	Never Eligible	Active as of 1/1/2012
SEIU	Active	Never Eligible	Frozen as of 10/31/2006	Active	Never Eligible	Active as of 1/1/2013
St. Vincent Non-Represented	Active	Never Eligible	Frozen as of 10/31/2006	Frozen as of 12/31/2016[1]	Active as of 1/1/2017[1]	Frozen as of 12/31/2016[1]
SEIU	Active	Never Eligible	Frozen as of 10/31/2006	Active	Never Eligible	Active as of 1/1/2013
CNA	Active	Never Eligible	Frozen as of 10/31/2006	Frozen as of 12/31/2016	Never Eligible	Never Eligible

1. Non-represented employees hired on or after 12/15/15 were never eligible for the RPA OR 35% on the first 5% of pay Match Benefit. Non-represented new hires on or after 12/15/15 were eligible for the 50% on the first 6% of pay Match Benefit upon satisfying the RPA eligibility requirements. Non-represented employees re-hired on or after 12/15/15 had their RPA AND 35% on the first 5% of pay Match Benefit frozen as of 5/31/16 and became eligible for the 50% of the first 6% of pay Match Benefit on 6/1/16. As of 1/1/17, all eligible non-represented employees, regardless of hire or re-hire date, are eligible for the 50% on the first 6% of pay Match benefit, and no longer eligible for the RPA AND 35% on the first 5% of pay Match Benefit.
3. Data for Lincoln and Valic is as of December 31, 2017
4. Verity Health System Supplemental Retirement Plan 401(a) (TT080286) forfeitures cannot be used for qualified plan expenses. However, they can be used for future employer contributions.

	Retirement Plan For Hospital Employees - Monthly Annuity -"Pension Plan" (multiemployer plan) Note: Verity is not the plan sponsor of the plan nor is the plan under the purview of the Verity Benefits Administration Committee	**Local 39 Retirement Plan - $9.46 per hour worked per engineer - "Pension Plan" (multiemployer plan)** Note: Verity is not the plan sponsor of the plan nor is the plan under the purview of the Verity Benefits Administration Committee
Actively Employed Participants	**2,345 (1,060 still actively accruing benefits)**	**N/A**
Terminated Vested Participants	**1,341**	
Retired/Beneficiary Participants	**1,730**	
Total Participants	**5,416**	
Plan Assets as of 12/31/16	**$301,069,509**	
Estimated Annual Per Participant Fee	**$116**	
Plan Sponsor	**Retirement Plan For Hospital Employees Board of Trustees**	N/A
Administrator/Record-keeper	**RPHE**	
System Office Executives	Never Eligible	
System Office Staff (No. Cal.)	Never Eligible	
System Office Staff (So. Cal.)	Never Eligible	
CBS/VBS	Frozen as of 2/28/2011	
Seton Non-Represented	Frozen as of 2/28/2011	
NUHW	Frozen as of 12/31/2012 (as SEIU members)	
CNA	Active	
Local 20	Frozen as of 2/28/2011 (as Non-Represented)	
Seton Coastside Non-Represented	Frozen as of 2/28/2011	
NUHW	Frozen as of 12/31/2012 (as SEIU members)	
St. Francis Non-Represented	Never Eligible	
UNAC	Never Eligible	
SEIU	Never Eligible	
St. Vincent Non-Represented	Never Eligible	
SEIU	Never Eligible	
CNA	Never Eligible	

	Verity Health System Executive Long-Term Savings Plan (457(b)) - Allows eligible executives to contribute an additional $18,500 per year (in addition to the TSA Plan) (TE098157)
Plan Sponsor	**Verity Health System**
Administrator/Record-keeper	**Transamerica**
Total Plan Assets	**$35,935**
Active Participants With a Balance / Avg. Account Balance	**3 / $8,846**
Terminated Participants With a Balance / Avg. Account Balance	**1 / $9,398**
Total Participants With a Balance / Avg. Account Balance	**4 / $8,984**
Eligible Participants Actively Deferring / Eligible Participants	**1 / 23 (4.35%)**
Participants Actively Deferring in Percentage (%) / Avg. Deferral	**0**
Participants Actively Deferring in Dollar Amount ($) / Avg. Deferral	**1 / $1,850 per pay period**
Estimated Annual Per Participant Fee	**$11.84**
Estimated TOTAL Annual EBA Account (6.5 bps)	**$23**
Estimated Annual EBA Allocated to On-sites (4 bps)	**$14**
Estimated Annual EBA Allocated to Qualified Plan Expenses (2.5 bps)	**$9**
Available EBA Account as of 3/31/18	**$10**
Available Forfeitures as of 3/31/18	**$0**
Available Advanced Employer Account as of 3/31/18	**$0**
Corporate Executives (Vice President and above)	Active
Hospital Executives (Vice President and above)	Active
All Other	Never Eligible

	CNA/Seton Retirement Plan - Frozen Money Purchase Pension Plan as of 12/31/1999 (31000-003 & 31000-004)	Kennedy Savings Plus Plan - Frozen Defined Contribution 403(b) Plan as of 12/31/2001 (CR29639)	Seton Medical Center Coastside Retirement Plan - Frozen Defined Contribution 403(b) Plan as of 12/31/2001 (070034)	St. Vincent Medical Center Supplemental Retirement Plan (TSA - Transamerica) - Frozen Defined Contribution 403(b) Plan as of 12/31/2001 (FA067401)	St. Vincent Medical Center Supplemental Retirement Plan (TSA - Mutual of America) - Frozen Defined Contribution 403(b) Plan as of 12/31/2001
Plan Sponsor	**Verity Health System**	**Verity Health System**	**Verity Health System**	**Verity Health System**	**Verity Health System**
Administrator/Record-keeper	**VALIC**	**Lincoln**	**Mass Mutual**	**Transamerica**	**Mutual of America**
Total Plan Assets	**$5,111,045**	**$810,857**	**$70,298**	**$8,958**	**$553,526**
Active Participants With a Balance / Avg. Account Balance	**64 / $43,282**	**5 / $32,698**	**1 / $4,785**	**29 / $309**	**36 / $15,376**
Terminated Participants With a Balance / Avg. Account Balance	**106 / $22,085**	**47 / $13,774**	**38 / $1,724**		
Total Participants With a Balance / Avg. Account Balance	**170 / $30,065**	**52 / $15,593**	**39 / $1,803**		
Plan Eligibility	Frozen as of 12/31/1999	Frozen as of 12/31/2001	Frozen as of 12/31/2001	Frozen as of 12/31/2001	Frozen as of 12/31/2001

CHEDULE 2.15A

MPLOYEE WELFARE BENEFITS

CONTRACTED ENTITY	FACILITIES APPLICABLE	BENEFIT	BENEFIT VENDOR
Verity Health System	SFMC, SVMC, SMC, SMCC	Dental	Delta Dental
Verity Health System	SFMC, SVMC, SMC, SMCC	Dental	Cigna Dental
Verity Health System	SMC CNA	Medical	Blue Shield through 12/31/2018
Verity Health System	SFMC, SVMC, SMC, SMCC	Medical	HealthNow EPO & PPO
Verity Health System	SMC CNA	Medical	HealthNow PPO Grandfathered plan 1/1/2019
Verity Health System	SFMC, SVMC, SMC, SMCC	Vision	VSP
Verity Health System	SFMC, SVMC, SMC, SMCC	Life Insurance	Unum
Verity Health System	SFMC, SVMC, SMC, SMCC	Spouse & Child Life	Unum
Verity Health System	SFMC, SVMC, SMC, SMCC	AD&D	Unum
Verity Health System	SFMC, SVMC, SMC, SMCC	STD & LTD	Cigna
Verity Health System	SFMC, SVMC, SMC, SMCC	LTC	Unum
Verity Health System	SFMC, SVMC, SMC, SMCC	Flex Spending	HealthNow
Verity Health System	SFMC, SVMC, SMC, SMCC	EAP	Optum
Verity Health System	SFMC, SVMC, SMC, SMCC	Voluntary Benefits	AlliantChoice Plus

EMPLOYEE PENSION/RETIREMENT

CONTRACTED ENTITY	FACILITIES APPLICABLE	BENEFIT	BENEFIT VENDOR
Verity Health System	SFMC, SVMC, SMC, SMCC	Retirement - TSA	Transamerica
Verity Health System	SFMC, SVMC, SMC, SMCC	Retirement - 401a	Transamerica
Verity Health System	SFMC, SVMC, SMC, SMCC	Retirement - RPA	Transamerica
Verity Health System	SFMC, SVMC	Retirement - Pension/Annuity	John Hancock
Verity Health System	SMC, SMCC	Retirement - Pension/Annuity	RPHE

PERQUISITES - OTHER EMPLOYEE BENEFITS

DESCRIPTION	FACILITY
Performance Bonus	SFMC
Relocation	SFMC
'gn On/Retention	SFMC, SVMC, SMC, SMCC
ition Program	SFMC, SVMC, SMC, SMCC

Schedule 2.16 - Hospital Employees

See attached folder "Schedule 2.16 - Hospital Employees"

VBS SHARED SERVICES - POSITION DETAIL

no bargaining units

x indicates which hospitals an employee services

% of services provided

Dept	Last Name	First Name	Position Title	Status	Classification (EXM or NCN)	SFMC	SVMC	SMC	Location	Notes
FACILITIES PLAN/DEVELOPMENT	[redacted]		SENIOR PROPERTY MANAGER	PDIEM	NCN			x	SMC	Manages all NorCal Verity Holdings properties.
FACILITIES PLAN/DEVELOPMENT			PROJECT ADMINISTRATOR	FTREG	EXM	x	x	x	SMC	Supports all NorCal Verity Holdings and All Verity Facilities Division projects.
Finance			Payroll Manager	FTREG	EXM	x	x	x	North	Provides services to all hospitals
Finance			AP Tech	FTREG	NCN			100%	Seton	Seton Medical Center
Finance			Payroll Supervisor	FTREG	EXM	x	x	x	North	All hospitals / System Office
Finance			AP Tech	FTREG	NCN		100%		Seton	St. Vincent Medical Center
Finance			Director of Strategic Finance & Development	FTREG	EXM	x	x	x	Mariposa	Provides services to all hospitals
Finance			Senior Financial Analyst	FTREG	EXM	x	x	x	Mariposa	Provides services to all hospitals
Finance			Senior Accountant	FTREG	EXM			100%	Seton	Seton Coastside
Finance			VP of Treasury	FTREG	EXM	x	x	x	Mariposa	Provides services to all hospitals
Finance			Finance Analyst	FTREG	EXM	x	x	x	Seton	St. Francis / St. Vincent / Seton / Coastside
Finance			Finance Director	FTREG	EXM	x	x	x	North	Provides services to all hospitals
Finance			Payroll Tech	FTREG	NCN			100%	Seton	Seton Medical Center / Coastside
Finance			AP Supervisor	FTREG	EXM	x	x	x	Seton	All hospitals / St. Francis Medical Center / Coastside
Finance			AP Manager	FTREG	EXM	x	x	x	North	Provides services to all hospitals
Finance			Asst. Director of Finance	FTREG	EXM	x	x	x	Mariposa	Provides services to all hospitals
Finance			Payroll Tech	FTREG	NCN			100%	Seton	Seton Medical Center
Finance			Controller	FTREG	EXM	x	x	x	North	Provides services to all hospitals
Finance			Accounting Supervisor	FTREG	EXM	x	x	x	North	All hospitals
Finance			AP Tech	FTREG	NCN	100%			Seton	St. Francis Medical Center
Finance			Payroll Tech	FTREG	NCN		100%		North	St. Vincent Medical Center
Finance			AP Tech	FTREG	NCN			100%	Seton	Seton Medical Center
Finance			Senior Accountant	FTREG	EXM		100%		Seton	St. Vincent Medical Center
Finance			Senior Director of Strategic Finance & Development	FTREG	EXM	x	x	x	Mariposa	Provides services to all hospitals
Finance			Payroll Tech	FTREG	NCN	100%			North	St. Francis Medical Center
Finance			AP Supervisor	FTREG	EXM	x	x	x	Seton	All hospitals / System Office
Finance			Sr Reimbursement Analyst	FTREG	EXM	x	x	x	North	All hospitals
Finance			Sr Reimbursement Analyst	FTREG	EXM	x	x	x	North	All hospitals
Finance			Senior Accountant	FTREG	EXM			100%	North	Seton Medical Center
Finance			Director of Government Programs	FTREG	EXM	x	x	x	North	Provides services to all hospitals
Finance			Senior Accountant	FTREG	EXM	100%			Seton	St. Francis Medical Center
Finance			AP Tech	FTREG	NCN		100%		Seton	St. Vincent Medical Center
Finance			Director of Finance	FTREG	EXM	x	x	x	Mariposa	Provides services to all hospitals
Finance			Senior Accountant	FTREG	EXM		100%		Seton	St. Vincent Medical Center
Finance			Accounting Manager	FTREG	EXM	x	x	x	North	Provides services to all hospitals
Finance			Senior Accountant	FTREG	EXM	100%			Seton	St. Francis Medical Center
Finance			Treasury Analyst	FTREG	EXM	x	x	x	North	Provides services to all hospitals
Foundation - SFMC			Director of Development	FTREG	EXM	x	x		SFMC	Grantwriting for SV and SFMC foundations
Foundation - SFMC			Sr. Regional Grants Manager, SoCal	FTREG	EXM	x	x		SFMC	Grantwriting for SV and SFMC foundations
ndation VHS Foundation		n	VP, Communication & Philanthropy	FTREG	EXM	x	x	x	SFMC	Provides Marketing/Communications leadership to all hospitals/Serves as CEO of each of the philanthropic foundations.
Foundation VHS Foundation			Exec Director, Philanthropy, SoCal	FTREG	EXM	x	x		SVMC	Philanthropic foundations - supports SV and SFMC foundations
Foundation VHS Foundation			Finance Manager, Foundations	FTREG	EXM	x	x	x	SFMC	Manages all finances for philanthropic foundations.
HUMAN RESOURCES			RECRUITER	FTREG	EXM	x	x	x	SMC	Shared Services
HUMAN RESOURCES			RECRUITING COORDINATOR	FTREG	NCN	x	x	x	SFMC	Shared Services
HUMAN RESOURCES			RECRUITER	FTREG	EXM	x	x	x	SVMC	Shared Services
HUMAN RESOURCES			DIRECTOR, EMPLOYEE SHARED SERVICE/ INTERIM VP, HUMAN RESOURCES, SFMC	FTREG	EXM	x	x	x	ES/ SFMC	Shared Services
HUMAN RESOURCES			SR BENEFITS SPECIALIST	FTREG	EXM	x	x	x	ES	Shared Services
HUMAN RESOURCES			HCMA, SR ANALYST/ PROGRAMMER	FTREG	EXM	x	x	x	NORTH	Shared Services
HUMAN RESOURCES			RECRUITING COORDINATOR	FTREG	NCN	x	x	x	SVMC	Shared Services
HUMAN RESOURCES		THONY	DIRECTOR, EXECUTIVE RECRUITING	FTREG	EXM	x	x	x	ES	Shared Services
HUMAN RESOURCES			BENEFITS SPECIALIST	FTREG	NCN	x	x	x	REMOTE/NORTH	Shared Services
HUMAN RESOURCES			DIRECTOR, SYSTEM RECRUITING	FTREG	EXM	x	x	x	ES	Shared Services
HUMAN RESOURCES		N	HCMA BUSINESS PARTNER	FTREG	EXM	x	x	x	NORTH	Shared Services
HUMAN RESOURCES			RECRUITER	FTREG	EXM	x	x	x	SFMC	Shared Services
HUMAN RESOURCES			HCMA BUSINESS PARTNER	FTREG	EXM	x	x	x	NORTH	Shared Services
HUMAN RESOURCES			RECRUITER	FTREG	EXM	x	x	x	SFMC	Shared Services
HUMAN RESOURCES		A	SR. COMPENSATION AND BENEFITS ANALYST	FTREG	EXM	x	x	x	REMOTE/NORTH	Shared Services
HUMAN RESOURCES			DIRECTOR, HCMA	FTREG	EXM	x	x	x	NORTH	Shared Services
HUMAN RESOURCES		IELLE	RECRUITING COORDINATOR	FTREG	NCN	x	x	x	SMC	Shared Services
HUMAN RESOURCES			HCMA BUSINESS PARTNER	FTREG	EXM	x	x	x	NORTH	Shared Services
IT - Business Intelligence			SR BI/DS/ANALYTICS ANALYST	FTREG	EXM	x	x	x	Remote	Sr, Analyst. Decision Support, business intelligence, Finance Reporting, Analytics
IT - Business Intelligence			SYS DIR BUSINESS INTELLIGENCE	FTREG	EXM	x	x	x	Remote - FL	Business Analyst. Finance Reporting, Data ETL, Database design.
IT - Business Intelligence		E	IT BUS ANALYST RCM/FINANCE OPS	FTREG	EXM	x	x	x	Remote	Business Analyst Finance Reporting, Data ETL, Database design.
IT - Business Management			BUSINESS ANALYST I	FTREG	EXM	x	x	x	SFMC	Finacial analysis, vendor management and budgeting
IT - Clinical Applications			SR BUSINESS ANALYST AMBULATORY	FTREG	EXM	x	x	x	REMOTE	SR BUSINESS ANALYST AMBULATORY & CLINICS
IT - Clinical Applications			SR BUSINESS ANALYST, US	FTREG	EXM	x	x	x	REMOTE	SR BUSINESS ANALYST, US
IT - Clinical Applications			SR BUSINESS ANALYST ANCILLARY	FTREG	EXM	x	x	x	REMOTE	SR BUSINESS ANALYST ANCILLARY, ED, SURGERY
IT - Clinical Applications			SR BUSINESS ANALYST - US	FTREG	EXM	x	x	x	REMOTE	SR BUSINESS ANALYST - US
IT - Clinical Applications			SR BUSINESS ANALYST EMR	FTREG	EXM	x	x	x	REMOTE	SR BUSINESS ANALYST EMR
IT - Clinical Applications			BUSINESS ANALYST EHR	FTREG	NCN	x	x	x	REMOTE	BUSINESS ANALYST EHR
IT - Clinical Applications			SR BUSINESS ANALYST ANCILLARY	FTREG	EXM	x	x	x	REMOTE	SR BUSINESS ANALYST ANCILLARY, MSO
IT - Clinical Applications			LEAD, BUSINESS ANALYST EMR	FTREG	EXM	x	x	x	REMOTE	LEAD, BUSINESS ANALYST EMR
IT - Clinical Applications			LEAD, BUSINESS ANALYST AMBUL	FTREG	EXM	x	x	x	SFMC	LEAD, BUSINESS ANALYST AMBULATORY & CLINICS
IT - Clinical Applications			SR BUSINESS ANALYST ANCILLARY	FTREG	EXM	x	x	x	REMOTE	SR BUSINESS ANALYST ANCILLARY, EMR
IT - Clinical Applications			SR BUSINESS ANALYST EMR	FTREG	EXM	x	x	x	REMOTE	SR BUSINESS ANALYST EMR
IT - Clinical Applications			LEAD, BUSINESS ANALYST ANCILL	FTREG	EXM	x	x	x	REMOTE	LEAD, BUSINESS ANALYST ANCILLARY [LAB, RT, ED, SURG]
linical Applications			SR BUSINESS ANALYST AMBULATORY	FTREG	EXM	x	x	x	REMOTE	SR BUSINESS ANALYST AMBULATORY & CLINICS
Clinical Applications			BUSINESS ANALYST, AMBULATORY	FTREG	EXM	x	x	x	REMOTE	BUSINESS ANALYST, AMBULATORY & CLINICS
IT - Clinical Applications			LEAD, BUSINESS ANALYST - LIS	FTREG	EXM	x	x	x	REMOTE	LEAD, BUSINESS ANALYST - LIS

Clinical Informatics and Perfomance	[redacted]	ANALYST, CLINICAL INFO NURSING	FTREG	EXM	x	x	x	SVMC	Clinical Informatics Specialist, Nursing - QCPR;Workflows, Build, and support of clinical systems
IT - Clinical Informatics and Perfomance		SPECIALIST, CLINICAL INFORMATI	FTREG	EXM	x	x	x	SMC	Clinical Informatics Specialist, Nursing - QCPR ;Workflows, Build, and support of clinical systems
IT - Clinical Informatics and Perfomance		ANALYST, NURSING INFO 10 HR	FTREG	EXM	x	x	x	SFMC	Clinical Informatics Specialist, Nursing - QCPR ,Workflows, Build, and support of clinical systems
IT - Clinical Informatics and Perfomance		ANALYST, CLINICAL SYSTEM	FTREG	EXM	x	x	x	SMC	Clinical Informatics Specialist, SIS - SIS ;Workflows, Build, and support of clinical systems
IT - Clinical Informatics and Perfomance		ANALYST, CLINICAL INFO ANCILLA	FTREG	EXM	x	x	x	SVMC	Clinical Informatics Specialist, Ancillary - QCPR/Device ConX/MU ;Workflows, Build, and support of clinical systems
IT - Clinical Informatics and Perfomance		ANALYST, CLINICAL INFORMATICS	FTREG	EXM	x	x	x	SVMC	Clinical Informatics Specialist, SIS Admin - SIS team lead ;Workflows, Build, and support of clinical systems
IT - Clinical Informatics and Perfomance		ANALYST, CLINICAL INFO PHARMAC	FTREG	EXM	x	x	x	SVMC	Clinical Informatics Specialist, Pharmacy - QCPR/Pyxis ;Workflows, Build, and support of clinical systems
IT - Clinical Informatics and Perfomance		SPECIALIST, CLINICAL INFORMATI	FTREG	EXM	x	x	x	SMC	Clinical Informatics Specialist, Pharmacy - QCPR/Pyxis ;Workflows, Build, and support of clinical systems
IT - Clinical Informatics and Perfomance	E	ANALYST, CLINICAL INFORMATICS	FTREG	EXM	x	x	x	SVMC	Clinical Informatics Specialist, Nursing - QCPR/MU ;Workflows, Build, and support of clinical systems
IT - Clinical Informatics and Perfomance		ANALYST, CLINICAL INFORMATICS	FTREG	EXM	x	x	x	SFMC	Clinical Informatics Specialist, Nursing - QCPR/MU ;Workflows, Build, and support of clinical systems
IT - Clinical Informatics and Perfomance		ANALYST, CLINICAL INFORMATICS	FTREG	EXM	x	x	x	SMC	Clinical Informatics Specialist, Nursing - QCPR/MU ;Workflows, Build, and support of clinical systems
IT - Clinical Informatics and Perfomance		ANALYST, ANCILLARY INFORMATICS	FTREG	EXM	x	x	x	SFMC	Clinical Informatics Specialist, Ancillary - QCPR ,Workflows, Build, and support of clinical systems
IT - Clinical Informatics and Perfomance		ANALYST, CLINICAL SUPPORT	FTREG	EXM	x	x	x	SVMC	Clinical Informatics Specialist, Ancillary - Follow My Health / Ancillary support ;Workflows, Build, and support of clinical systems
IT - Clinical Informatics and Perfomance		MANAGER, CLINICAL INFORMTCS SB	FTREG	EXM	x	x	x	SFMC	CI Manager/Lead Nurse Analyst - QPCR/MU/Follow My Health/ CDAS,Workflows, Build, and support of clinical systems
IT - Clinical Informatics and Perfomance		SR BUSINESS ANALYST EHR	FTREG	EXM	x	x	x	SFMC	Clinical Informatics Specialist, Pharmacy - QCPR/Pyxis ;Workflows, Build, and support of clinical systems
IT - Clinical Informatics and Perfomance		SPECIALIST, CLINICAL INF SOUTH	FTREG	EXM	x	x	x	SFMC	Clinical Informatics Specialist, Pharmacy - QCPR/Pyxis ;Workflows, Build, and support of clinical systems
Data Center Operations		SR IT OPERATIONS REPRESENTATIV	FTREG	NCN	x	x	x	SFMC	Operations Representative monitors Data Center systems, creates user credentials, backs up Helpdesk in creating tickets as needed.
IT - Data Center Operations		SR IT OPERATIONS REPRESENTATIV	FTREG	NCN	x	x	x	SFMC	Operations Representative monitors Data Center systems, creates user credentials, backs up Helpdesk in creating tickets as needed.
IT - Data Center Operations		SR IT OPERATIONS REPRESENTATIV	FTREG	NCN	x	x	x	SFMC	Lead Operations Representative communicates training documentation to Team, monitors Data Center systems, creates user credentials, backs up Helpdesk in creating tickets as needed.
IT - Desktop		VIP EXEC DESKTOP SUPPORT TECH	FTREG	NCN	x	x	x	SFMC	VIP Desktop Technician responsible to take the lead in supporting local Executives, as well as Lead role of local Desktop Team, managing local incidents and requests.
IT - Desktop		IT DESKTOP SUPPORT TECHNICIAN	FTREG	NCN	x	x	x	SFMC	Desktop Technician responsible for installing, maintaining, troubleshooting and resolving problems with IT Workstations (both software and hardware), Printers and Peripherals.
IT - Desktop		IT DESKTOP SUPPORT TECHNICIAN	FTREG	NCN	x	x	x	SVMC	Desktop Technician responsible for installing, maintaining, troubleshooting and resolving problems with IT Workstations (both software and hardware), Printers and Peripherals. Also backfills Helpdesk.
IT - Desktop		IT DESKTOP SUPPORT TECHNICIAN	FTREG	NCN	x	x	x	SFMC	Desktop Technician responsible for installing, maintaining, troubleshooting and resolving problems with IT Workstations (both software and hardware), Printers and Peripherals.
IT - Desktop		IT DESKTOP SUPPORT TECHNICIAN	FTREG	NCN	x	x	x	SVMC	Desktop Technician responsible for installing, maintaining, troubleshooting and resolving problems with IT Workstations (both software and hardware), Printers and Peripherals.
IT - Desktop		IMAC DESKTOP SUPPORT TECH	FTREG	NCN	x	x	x	SMCC	IMAC Desktop Technician responsible to take the lead in local and enterprise project work, traveling if needed, as well as manage local incidents and requests
IT - Desktop		IT DESKTOP TECHNICIAN	FTREG	NCN	x	x	x	SMCC	Desktop Technician responsible for installing, maintaining, troubleshooting and resolving problems with IT Workstations (both software and hardware), Printers and Peripherals.
- Desktop		IT DESKTOP TECHNICIAN	FTREG	NCN	x	x	x	SMCC	Desktop Technician responsible for installing, maintaining, troubleshooting and resolving problems with IT Workstations (both software and hardware), Printers and Peripherals.

IT - Desktop	[redacted]	IT DESKTOP SUPPORT TECHNICIAN	FTREG	NCN	x	x	x	SMCC	Desktop Technician responsible for installing, maintaining, troubleshooting and resolving problems with IT Workstations (both software and hardware), Printers and Peripherals Also backfills Helpdesk.
IT - Desktop		VIP EXEC DESKTOP SUPPORT TECH	FTREG	NCN	x	x	x	SMCC	VIP Desktop Technician responsible to take the lead in supporting local Executives, as well as Lead role of local Desktop Team, managing local incidents and requests.
IT - Desktop		IT DESKTOP SUPPORT TECHNICIAN	FTREG	NCN	x	x	x	SFMC	Desktop Technician responsible for installing, maintaining, troubleshooting and resolving problems with IT Workstations (both software and hardware), Printers and Peripherals.
IT - Desktop		IT DESKTOP SUPPORT TECHNICIAN	FTREG	NCN	x	x	x	SVMC	Desktop Technician responsible for installing, maintaining, troubleshooting and resolving problems with IT Workstations (both software and hardware), Printers and Peripherals. Also backfills Helpdesk.
IT - Desktop		IMAC DESKTOP SUPPORT TECH	FTREG	NCN	x	x	x	SVMC	IMAC Desktop Technician responsible to take the lead in local and enterprise project work, traveling if needed, as well as manage local incidents and requests
IT - Desktop		IMAC DESKTOP SUPPORT TECH	FTREG	NCN	x	x	x	SFMC	IMAC Desktop Technician responsible to take the lead in local and enterprise project work, traveling if needed, as well as manage local incidents and requests
IT - Desktop		SR BUSINESS ANALYST EMR	FTREG	NCN	x	x	x	SVMC	VIP Desktop Technician responsible to take the lead in supporting local Executives, as well as Lead role of local Desktop Team, managing local incidents and requests.
IT - Helpdesk		IT HELPDESK TECHNICIAN	FTREG	NCN	x	x	x	SFMC	Helpdesk Technician responsible for first level support and/or second level assignment of incidents and requests received from all Verity employees and physicians
IT - Helpdesk		IT HELPDESK TECHNICIAN	FTREG	NCN	x	x	x	SFMC	Helpdesk Technician responsible for first level support and/or second level assignment of incidents and requests received from all Verity employees and physicians.
IT - Helpdesk		IT HELPDESK ANALYST	FTREG	EXM	x	x	x	Remote	Helpdesk Analyst responsible for maintenance and build, training, and development of new processes related to Helpdesk software and notification systems.
Helpdesk		MANAGER IT HELPDESK	FTREG	EXM	x	x	x	Remote	Helpdesk Manager responsible for management of day-to-day coordination, Helpdesk Team and Helpdesk Analyst.
IT - Helpdesk		IT HELPDESK TECHNICIAN	FTREG	NCN	x	x	x	SFMC	Helpdesk Technician responsible for first level support and/or second level assignment of incidents and requests received from all Verity employees and physicians
IT - Helpdesk		IT HELPDESK TECHNICIAN	FTREG	NCN	x	x	x	SFMC	Helpdesk Technician responsible for first level support and/or second level assignment of incidents and requests received from all Verity employees and physicians.
IT - Helpdesk		IT HELPDESK TECHNICIAN	FTREG	NCN	x	x	x	SFMC	Helpdesk Technician responsible for first level support and/or second level assignment of incidents and requests received from all Verity employees and physicians.
IT - Helpdesk		IT HELPDESK TECHNICIAN	FTREG	NCN	x	x	x	SFMC	Helpdesk Technician responsible for first level support and/or second level assignment of incidents and requests received from all Verity employees and physicians.
IT - Helpdesk/Operations		IT HELPDESK OPERATIONS MANAGER	FTREG	EXM	x	x	x	Remote	Operations Manager responsible for daily ticket reporting/huddles, downtime and change management processes, management of Data Center Operators.
IT - Information Security		INFORMATION SECURITY ENGINEER	FTREG	NCN	x	x	x	SMC	Information Security Engineer - Lead for all new projects with an IT component to coordinate the implemenation of the required security controls. Manages the daily reported incidents to remediate issues. Coordinates patching tickets for remediation with FSS. Incident Response team member
IT - Information Security		DEVELOPER	FTREG	EXM	x	x	x	Remote - Phoenix, AZ	Information Security Engineer / Developer - Manages Carbon Black Protection and Office 365 for compliance and security. Supports Active Directory, Office 365 & computer audit activities. Provides ESX server/VM support as needed. Incident Response team member.
IT - Infrastrucure Management		SERVER ENGINEER I	FTREG	NCN	x	x	x	SVMC	Technical Manager for: VDI, AD, Servers, VMWare
IT - Infrastrucure Management		SERVER ENGINEER I	FTREG	NCN	x	x	x	SFMC	Technology Manager for: Citrix, Backups, Server, Networks
IT - Infrastrucure Management		EXECUTIVE DIR, IT & OPERATIONS	FTREG	EXM	x	x	x	SMC	Manager of Infrastructure Team.
Infrastrucure Management		NETWORK ENGINEER II	FTREG	NCN	x	x	x	SMC	Leads technology architecture and design Technical Manager for: VDI, AD, Servers, LAN, SAN, Firewalls, DNS
- Infrastrucure Management		NETWORK ENGINEER II	FTREG	NCN	x	x	x	SFMC	Technical Manager for: SAN, Network, Servers, VMWare. Powershell and VB Script programmer

- Infrastrucure Management	[redacted]	SERVER ENGINEER II	FTREG	NCN	x	x	x	Remote - Los Angeles	Technical Manager for: VDI, VMWare, AD, Citrix, Storage. Application administrator for SCCM SQL DB engineer
IT - Infrastrucure Management		SENIOR WAN ENGINEER	FTREG	NCN	x	x	x	Remote - Texas	Network engineer = WAN, LAN, DC switching fabric
IT - Infrastrucure Management		SERVER ENGINEER II	FTREG	NCN	x	x	x	Remote - Los Angeles	Technical Manager for: Networks, Servers, FTP. Advanced application troubleshooting
IT - Infrastrucure Management		SERVER ENGINEER I	FTREG	NCN	x	x	x	SVMC	Technical Manager for: Citrix, VPN, AD, VMWare, Security hardware, Networks
IT - Inovation and development		SENIOR UX DESIGNER	FTREG	EXM	x	x	x	Remote - VA	User Experience & Designer / Analyst - responsible for creating designs & prototypes for web site and mobile applications for clinician & end users. Also, designs & creates newsletters, reports, emails & other graphic designs.
IT - Inovation and development		SR WEB DESIGNER & DEVELOPER	FTREG	EXM	x	x	x	Remote - WA	Sr Web Developer & Designer. Lead developer & maintainer of vnet.verity.org, hpb verity.org and transplant.verity.org, verity.org websites, and online class scheduling system for OCH and SLRH
IT - Inovation and development		SENIOR SOFTWARE ENGINEER	FTREG	EXM	x	x	x	Remote - CA	Senior Server side software developer, linux System Administrator
IT - Integration Development		SR INTERFACE ARCHITECT	FTREG	EXM	x	x	x	REMOTE	SR INTERFACE ARCHITECT
IT - Integration Development		SR INTERFACE DEVELOPER	FTREG	EXM	x	x	x	REMOTE	SR INTERFACE DEVELOPER
IT - Integration Development		SR INTERFACE DEVELOPER	FTREG	EXM	x	x	x	REMOTE	SR INTERFACE DEVELOPER
IT - Integration Development		MANAGER, INTEGRATION SERVICES	FTREG	EXM	x	x	x	SMC	MANAGER, INTEGRATION SERVICES
IT - IT Strategic business allignment		DIRECTOR, IT STRATEGIC PLAN	FTREG	EXM	x	x	x	Remote - Scottsdale	Manages the IT strategic plan with special focus on bsuiness allignment and communication
IT - Office of CIO		DIR PERF IMPROV & INFORMATICS	FTREG	EXM	x	x	x	Remote - KS	Manages the clincial informatics and performance improvement teams. Active in all clincial system configuration and iptimization
IT - Office of the CIO		SR DIRECTOR IT CUSTOMER SER.	FTREG	EXM	x	x	x	SMC	Sr. Director of Customer Support directs and manages Site Support, Helpdesk, Desktop Support, Physician Support, Data Center Operations and Training Teams.
IT - Office of the CIO		EXEC DIR, APPLICATION SERVICES	FTREG	EXM	x	x	x	SFMC	Director of application management department
IT - PACS/Imaging/RIS/CATH LAB/CARDIOLOGY		ADMINISTRATOR,ENT IMAG SOUTH	FTREG	EXM	x	x	x	SVMC	ADMINISTRATDR,ENT IMAG SOUTH
IT - PACS/Imaging/RIS/CATH LAB/CARDIOLOGY		RADIOLOGY/PACS ADMINISTRATDR	FTREG	EXM	x	x	x	SMC	RADIOLOGY/PACS ADMINISTRATOR
IT - PACS/Imaging/RIS/CATH LAB/CARDIOLOGY		RADIOLOGY/PACS ADMINISTRATOR	FTREG	EXM	x	x	x	SFMC	RADIOLOGY/PACS ADMINISTRATOR
IT - PACS/Imaging/RIS/CATH-LAB/CARDIOLOGY		MANAGER, IMAGING SYSTEMS	FTREG	EXM	x	x	x	SMC	MANAGER, IMAGING SYSTEMS
Physician Support		PHYSICIAN SUPPORT SR ANALYST	FTREG	EXM	x	x	x	SVMC	Sr Analyst responsible for supporting remotely and on-site, as well as training, creation of documentation and trouble-shooting in all applications utilized by Verity physicians
IT - Physician Support		PHYSICIAN SUPPORT SR ANALYST	FTREG	EXM	x	x	x	SFMC	Sr. Analyst responsible for supporting remotely and on-site, as well as training, creation of documentation and trouble-shooting in all applications utilized by Verity physicians.
IT - Physician Support		PHYSICIAN SUPPORT SR ANALYST	FTREG	EXM	x	x	x	SMCC	Sr. Analyst responsible for supporting remotely and on-site, as well as training, creation of documentation and trouble-shooting in all applications utilized by Verity physicians.
IT - Physician Support		PHYSICIAN SUPPORT SR ANALYST	FTREG	EXM	x	x	x	SFMC	Sr. Analyst responsible for supporting remotely and on-site, as well as training, creation of documentation and trouble-shooting in all applications utilized by Verity physicians.
IT - PMO		SR PROGRAM PROJECT MANAGER	FTREG	EXM	x	x	x	Remote - Phoenix, AZ	Sr. Program-Project Manager (Clinical, Business, Infrastructure)
IT - PMO		IT SR PROJECT MANAGER RCM/FIN	FTREG	EXM	x	x	x	Remote - Mesa, AZ	Sr. Project Manager (RCM, Business, Clinical)
IT - PMO		SR PROGRAM PROJECT MANAGER	FTREG	EXM	x	x	x	Remote - Lone Star, TX	Sr. Program-Project Manager (Clinical, Business, Infrastructure)
IT - PMO		PROJECT MANAGER AMBULATORY	FTREG	EXM	x	x	x	SFMC	Project Manager (Ambulatory), Physician Support
IT - PMO		IT SR PROJECT MANAGER ERP	FTREG	EXM	x	x	x	SFMC	Sr. Project Manager (ERP, Business)
IT - PMO		IT PROJECT MANAGER-PORTALS	FTREG	EXM	x	x	x	Remote - Carefree, AZ	Project Manager (Patient Portals)
IT - PMO		IT PROJECT PROTFOLIO SYSTEM AD	FTREG	EXM	x	x	x	Remote - Selah, WA	Project Manager (RCM, Clinical), Project Portfolio System Admin
IT - PMO		SR PROGRAM PROJECT MANAGER	FTREG	EXM	x	x	x	Remote - Plano, TX	Sr. Program-Project Manager (Clinical, Business, ERP, Infrastructure)
IT - PMO		IT SR PROJECT MGR REVENUE CYCL	FTREG	EXM	x	x	x	Remote - Rapid City, SD	Sr. Project Manager (RCM, Business)
IT - PMO		IT SR PROJECT MANAGER	FTREG	EXM	x	x	x	Remote - Phoenix, AZ	Sr. Project Manager (Clinical, Business, Infrastructure), DBA
IT - RCM/Financial Applications		BUS ANALYST RCM/PATIENT ACCESS	FTREG	NCN	x	x	x	REMOTE	IT SR BUS ANALYST RCM/PATIENT ACCESS
IT - RCM/Financial Applications		SR BUSINESS ANALYST ANCILLARY	FTREG	EXM	x	x	x	REMOTE	IT SR BUSINESS ANALYST RCM / FINANCE
IT - RCM/Financial Applications		BUSINESS ANALYST, AMBULATORY	FTREG	EXM	x	x	x	REMOTE	IT SR BUSINESS ANALYST RCM/FINAN
IT - RCM/Financial Applications		DIRECTOR RCM FIN APP SERVICES	FTREG	EXM	x	x	x	REMOTE	IT DIRECTOR RCM FIN APP SERVICES, PM - RCM / FINANCE PROGRAM MANAGER
IT - RCM/Financial Applications		IT BUS ANALYST PROCESS IMPROVE	FTREG	EXM	x	x	x	REMOTE	IT BUS ANALYST PROCESS IMPROVE / PROJECT LEAD RCM / FINANCE
IT - RCM/Financial Applications		SR BUSINESS ANALYST RCM/FINAN	FTREG	EXM	x	x	x	REMOTE	IT SR BUSINESS ANALYST RCM/FINAN
IT - RCM/Financial Applications		DIR IT PROCESS IMPROVEMENT	FTREG	EXM	x	x	x	REMOTE	IT SR BUSINESS ANALYST HR / PR
IT - RCM/Financial Applications		BUSINESS ANALYST FINANCE ERP	FTREG	EXM	x	x	x	REMOTE	IT SR BUSINESS ANALYST / PROGRAMMER RCM / Finance
- RCM/Financial Applications		SR BUSINESS ANALYST ERP	FTREG	EXM	x	x	x	SFMC	IT SR BUSINESS ANALYST / PROGRAMMER RCM / Finance
RCM/Financial Applications		IT BUS ANALYST PROCESS IMPROVE	FTREG	EXM	x	x	x	REMOTE	IT BUS ANALYST PROCESS IMPROVE RCM
- RCM/Financial Applications		IT BUS ANALYST RCM/FINANCE OPS	FTREG	EXM	x	x	x	REMOTE	IT BUS ANALYST RCM
IT - RCM/Financial Applications		BUS ANALYST RCM SCHEDULING	FTREG	EXM	x	x	x	SMC	IT BUS ANALYST RCM

RCM/Financial Applications	[redacted]	BUSINESS ANALYST RCM MIDCYCLE	FTREG	NCN	x	x	x	REMOTE	IT BUSINESS ANALYST RCM MIDCYCLE (HIM - CDI - CM)
- RCM/Financial Applications		SR BUSINESS ANALYST ANCILLARY	FTREG	EXM	x	x	x	REMOTE	IT SR BUSINESS ANALYST / PROJECT LEAD RCM / FINANCE
IT - RCM/Financial Applications		LD BUS ANALYST MIDCYCLE RCM	FTREG	EXM	x	x	x	REMOTE	IT LEAD BUS ANALYST MIDCYCLE (HIM - CDI - CM)
IT - RCM/Financial Applications		BUSINESS ANALYST FINANCE ANCIL	FTREG	EXM	x	x	x	REMOTE	IT SR BUSINESS ANALYST RCM
IT - RCM/Financial Applications		IT BUSINESS MANAGER/ANALYST	FTREG	EXM	x	x	x	SMC	IT SR BUSINESS ANALYST RCM
IT - RCM/Financial Applications		EXM BUS ANALYST RCM MIDCYCLE	FTREG	EXM	x	x	x	REMOTE	IT BUSINESS ANALYST RCM MIDCYCLE (HIM - CDI - CM)
IT - RCM/Financial Applications		MANAGER, RCM APPLICATIONS	FTREG	EXM	x	x	x	REMOTE	IT MANAGER / Project Lead RCM / FINANCIAL APPLICATIONS
IT - RCM/Financial Applications		DIRECTOR FINANCIAL REPORTING	FTREG	EXM	x	x	x	VHS	IT SR BUSINESS ANALYST FINANCE / FINANCIAL REPORTING
IT - Site Management		IT SITE MANAGER	FTREG	EXM	x	x	x	SVMC	Site Manager responsible for all local IT activities and customer-facing support including Desktop and Physician Teams.
IT - Site Management		DIRECTOR IT CUSTOMER SUPPORT	FTREG	EXM	x	x	x	SFMC	Site Director manages Site Managers, as well all local IT activities and customer-facing support including Desktop and Physician Teams.
IT - Site Management		IT SITE MANAGER	FTREG	EXM	x	x	x	SMCC	Site Manager responsible for all local IT activities and customer-facing support including Desktop and Physician Teams.
IT - Technical/Desktop		IT DESKTOP ENGINEER LEAD	FTREG	NCN	x	x	x	SFMC	Desktop Engineer responsible for managing desktop and VDI images and patching, and providing documentation to Desktop Technicians.
IT - Technical/Desktop		IT DESKTOP ENGINEER LEAD	FTREG	NCN	x	x	x	SMCC	Desktop Engineer responsible for managing desktop and VDI images and patching, and providing documentation to Desktop Technicians.
IT - Training/Sharepoint		IT TRAINING FACILITATOR	FTREG	EXM	x	x	x	Remote	Training Facilitator responsible to make training tools available for both IT and Verity, as well as assist in supporting Sharepoint.
IT - Voice Telecommunications		ENGINEER, SR VOICE/VOIP COMMS	FTREG	NCN	x	x	x	SMC	Telecom Moves adds and changes, manages switch and voicemail
IT - Voice Telecommunications		ENGINEER, VOICE/VOIP COMMS	FTREG	NCN	x	x	x	SFMC	Telecom Moves adds and changes, manages switch and voicemail
IT - Voice Telecommunications		SUPERVISOR TELECOM SCAL	FTREG	EXM	x	x	x	SVMC	Telecom Moves adds and changes, manages switch and voicemail, supervision of the switchboard operators.
IT - Voice Telecommunications		MANAGER, IT TELECOM REGIONAL	FTREG	EXM	x	x	x	SFMC	Voice Telecommunications manager
IT - Web Dev/SharePoint/O365/DBA		MANAGER MESSAGING /COLLAB	FTREG	EXM	x	x	x	REMOTE	MANAGER MESSAGING/SYSTEM ADMIN SHAREPOINT/SYSTEM ADMIN OFFICE 365/EXCHANGE ADMIN/WEB DESIGN/WEB DEVELOPMENT
Web Dev/SharePoint/O365/DBA		SR SOFTWARE DEVELOPER/DBA	FTREG	EXM	x	x	x	REMOTE	SENIOR SQL AND ORACLE DATABASE ADMINISTRATOR/DATABASE DEVELOPER
IT - Web Dev/SharePoint/O365/DBA		SR SOFTWARE DEVELOPER/DBA	FTREG	EXM	x	x	x	REMOTE	SR SOFTWARE DEVELOPER/DATABASE ADMINISTRATOR/ARCIS REPORTS DEVELOPER
Managed Care - Bundled Payments		Sr. Project Manager	FTREG	EXM	x	x		Mariposa	
Managed Care - Contracts & Payer Relations		Sr. Analyst, OPS Performance	FTREG	EXM	x	x		Remote - North	
Managed Care - Contracts & Payer Relations		Manager, Managed Care Finance	FTREG	EXM	x	x		Mariposa	
Managed Care - Contracts & Payer Relations		Contract Manager/Customer Relations	FTREG	EXM	x	x		Mariposa	
Managed Care - Contracts & Payer Relations		Contract analyst	FTREG	EXM	x			Mariposa	
Managed Care - Credentialing Office		Credentialing Program Manager	FTREG	EXM	x	x		SFMC	
Managed Care - Credentialing Office		Credentialing Program Manager	FTREG	EXM	x	x		SFMC	
Marketing & Communications		Marketing Coordinator	FTREG	EXM	100%			SFMC	Provides support to Marketing Director at St. Francis
Marketing & Communications		Marketing Assistant	FTREG	NCN		100%		SVMC	Provides marketing support at SV
Marketing & Communications		Executive Director Public Relations	FTREG	EXM	x	x	x	SVMC	Manages all internal and external communications for all hospitals/Generates income for SV through TV, movies & commercial filming at the hospital campus.
Marketing & Communications		Creative Services Manager	FTREG	EXM	x	x	x	SVMC	Provides graphic design and website and video production services to all hospitals
Marketing & Communications		Director, Marketing & Comm South	FTREG	EXM	100%			SFMC	Marketing Director for SFMC
MATERIALS MANAGEMENT		BUYER (EXEMPT)	FTREG	EXM	x	x	x	North Location	Shared Services
MATERIALS MANAGEMENT		SR. CAPITAL/IT BUYER	FTREG	EXM	x	x	x	North Location	Shared Services
MATERIALS MANAGEMENT		BUYER (EXEMPT)	FTREG	EXM	x	x	x	North Location	Shared Services
MATERIALS MANAGEMENT		BUYER (EXEMPT)	FTREG	EXM	x	x	x	North Location	Shared Services
MATERIALS MANAGEMENT		PURCHASING MANAGER	FTREG	EXM	x	x	x	North Location	Shared Services
MATERIALS MANAGEMENT		SUPPLY CHAIN ANALYST II	FTREG	EXM	x	x	x	North Location	Shared Services
MATERIALS MANAGEMENT		BUYER (EXEMPT)	FTREG	EXM	x	x	x	North Location	Shared Services
MATERIALS MANAGEMENT		SUPPLY CHAIN SYSTEMS MANAGER	FTREG	EXM	x	x	x	North Location	Shared Services
MID-REVENUE CYCLE		CODER, IP SR	FTREG	NCN	100%			SFMC	
MID-REVENUE CYCLE		SPEC, HIM	FTREG	NCN		100%		SVMC	
MID-REVENUE CYCLE		CCI EDIT MED CLAIMS ANALYST II	FTREG	NCN	x	x		SVMC - Ocean View	Shared Services
MID-REVENUE CYCLE		SPEC, CDI RN	FTREG	NCN		100%		SVMC	
MID-REVENUE CYCLE		CODER, IP SR	FTREG	NCN	100%			SFMC	
MID-REVENUE CYCLE		CODER	FTREG	NCN	100%			SFMC	
MID-REVENUE CYCLE		CLINICAL DOC IMPROVEMENT SPC.	FTREG	NCN			100%	SMC	
MID-REVENUE CYCLE		SPEC, CDI RN	FTREG	NCN	100%			SFMC	
MID-REVENUE CYCLE		SPEC, CDI RN	FTREG	NCN			100%	SMC	
MID-REVENUE CYCLE		SPEC, HIM	FTREG	NCN	100%			SFMC	
MID-REVENUE CYCLE	N	REGIONAL MANAGER CDI	FTREG	EXM	x	x		SVMC	Shared Services
MID-REVENUE CYCLE		SPEC, HIM	FTREG	NCN	100%			SFMC	
MID-REVENUE CYCLE		SPEC, CDI RN	FTREG	NCN		100%		SVMC	
MID-REVENUE CYCLE		CODER, OP II	FTREG	NCN		100%		SVMC	
MID-REVENUE CYCLE		SPEC, HIM	FTREG	NCN	100%			SFMC	
MID-REVENUE CYCLE		SPEC, HIM	FTREG	NCN	100%			SFMC	
MID-REVENUE CYCLE		CLINICAL DOCUMENTATION SPEC	FTREG	NCN	100%			SFMC	
MID-REVENUE CYCLE		SPEC, CDI RN	FTREG	NCN	100%			SFMC	
MID-REVENUE CYCLE		SPEC, HIM	FTREG	NCN	100%			SFMC	
MID-REVENUE CYCLE		CODER, IP SR	FTREG	NCN	100%			SFMC	
MID-REVENUE CYCLE		CODER, IP SR	FTREG	NCN	100%			SFMC	
-REVENUE CYCLE		CODER, IP SR	FTREG	NCN	100%			SFMC	
REVENUE CYCLE		CODER, IP SR	FTREG	NCN	100%			SFMC	
REVENUE CYCLE		CLINICAL DOCUMENTATION SPEC PD	PDIEM	NCN	100%			SFMC	
ID-REVENUE CYCLE		SPEC, HIM	FTREG	NCN	100%			SFMC	
MID-REVENUE CYCLE		SPEC, HIM	FTREG	NCN	100%			SFMC	
MID-REVENUE CYCLE		CODER, IP SR	FTREG	NCN	100%			SFMC	

MID-REVENUE CYCLE	[redacted]	CODER, OP I	FTREG	NCN			100%	SMC		
ID-REVENUE CYCLE		REP, DOC IMAGING	FTREG	NCN	100%			SFMC		
D-REVENUE CYCLE		DNFB CODING COORDINATOR	FTREG	NCN	x	x		SVMC	Shared Services	
D-REVENUE CYCLE		SPEC, HIM	FTREG	NCN	100%			SFMC		
MID-REVENUE CYCLE		SYSTEM CODING MANAGER	FTREG	EXM	x	x		SVMC	Shared Services	
MID-REVENUE CYCLE		SPEC, HIM SR	PTREG	NCN		100%		SVMC		
MID-REVENUE CYCLE		SPEC, HIM	FTREG	NCN	100%			SFMC		
MID-REVENUE CYCLE		SPEC, HIM	FTREG	NCN	100%			SFMC		
MID-REVENUE CYCLE		CODER, IP SR	FTREG	NCN		100%		SVMC		
MID-REVENUE CYCLE		SPEC, HIM	FTREG	NCN	100%			SFMC		
MID-REVENUE CYCLE		CODER, OP II	FTREG	NCN			100%	SMC		
MID-REVENUE CYCLE		CODER, III	FTREG	NCN		100%		SVMC		
MID-REVENUE CYCLE		SPEC, HIM	PTREG	NCN		100%		SVMC		
MID-REVENUE CYCLE		SPEC, HIM	FTREG	NCN	100%			SFMC		
MID-REVENUE CYCLE		SUPV, HIM	FTREG	NCN	100%			SFMC		
MID-REVENUE CYCLE		CODER, OP II	FTREG	NCN			100%	SMC		
MID-REVENUE CYCLE		CODER IP, SR	FTREG	NCN	100%			SFMC		
MID-REVENUE CYCLE		CCI EDIT MED CLAIMS ANALYST II	FTREG	NCN	x	x		SVMC - Ocean View	Shared Services	
MID-REVENUE CYCLE		SPEC, HIM	FTREG	NCN	100%			SFMC		
MID-REVENUE CYCLE		SPEC, HIM SR	FTREG	NCN		100%		SVMC		
MID-REVENUE CYCLE		HIM TECH	FTREG	NCN		100%		SVMC		
MID-REVENUE CYCLE		CLINICAL DOCUMENTATION SPEC	FTREG	NCN	100%			SFMC		
MID-REVENUE CYCLE		SPEC, CDI RN	FTREG	NCN		100%		SVMC		
MID-REVENUE CYCLE		CODER, IP SR	FTREG	NCN			100%	SMC		
MID-REVENUE CYCLE		SPEC, HIM	FTREG	NCN	100%			SFMC		
MID-REVENUE CYCLE		CODER	FTREG	NCN	100%			SFMC		
MID-REVENUE CYCLE		CODER, OP II	FTREG	NCN		100%		SVMC		
MID-REVENUE CYCLE		SPEC, HIM	FTREG	NCN	100%			SFMC		
MID-REVENUE CYCLE		CLINICAL DOCUMENTATION SPEC	FTREG	NCN	100%			SFMC		
MID-REVENUE CYCLE		CODER, IP	FTREG	NCN	100%			SFMC		
MID-REVENUE CYCLE		MARKET DIRECTOR HIM	FTREG	EXM	x	x		SVMC	Shared Services	
MID-REVENUE CYCLE		CDI SPECIALIST	FTREG	NCN		100%		SVMC		
MID-REVENUE CYCLE		REP, DOC IMAGING	FTREG	NCN	100%			SFMC		
MID-REVENUE CYCLE		CLINICAL DOC IMPROVEMENT SPC.	FTREG	NCN			100%	SMC		
MID-REVENUE CYCLE		SPEC, HIM	FTREG	NCN	100%			SFMC		
MID-REVENUE CYCLE		CODER, IP SR	FTREG	NCN		100%		SVMC		
MID-REVENUE CYCLE		SPEC, HIM	FTREG	NCN	100%			SFMC		
MID-REVENUE CYCLE		REP, DOC IMAGING	FTREG	NCN	100%			SFMC		
MID-REVENUE CYCLE		CCI EDIT MED CLAIMS ANALYST II	FTREG	NCN	x	x		SVMC - Ocean View	Shared Services	
MID-REVENUE CYCLE		CCI EDIT MED CLAIMS ANALYST II	FTREG	NCN	x	x		SVMC - Ocean View	Shared Services	
MID-REVENUE CYCLE		CDI SPECIALIST	FTREG	NCN		100%		SVMC		
MID-REVENUE CYCLE		SPEC, HIM	FTREG	NCN	100%			SFMC		
MID-REVENUE CYCLE		CODER, IP SR	FTREG	NCN			100%	SMC		
MID-REVENUE CYCLE		SPEC, HIM LEAD	FTREG	NCN		100%		SVMC		
MID-REVENUE CYCLE		CODER, IP SR	FTREG	NCN		100%		SVMC		
MID-REVENUE CYCLE		SPEC, HIM	FTREG	NCN	100%			SFMC		
MID-REVENUE CYCLE		SPEC, HIM	FTREG	NCN		100%		SVMC		
MID-REVENUE CYCLE		SPEC, HIM	FTREG	NCN	100%			SFMC		
MID-REVENUE CYCLE		SPEC, HIM	FTREG	NCN	100%			SFMC		
MID-REVENUE CYCLE		SPEC, CDI RN	FTREG	NCN	100%			SFMC		
MID-REVENUE CYCLE		CODER, IP SR	FTREG	NCN	100%			SFMC		
PATIENT ACCESS		MGR, HBRC	FTREG	EXM	x	x		SOUTH	Shared Services	
PATIENT ACCESS		REP, PATIENT ADVOCATE	FTREG	NCN	x	x	x	SMC	Shared Services	
PATIENT ACCESS		ELIGIBILITY/ENROLL SPECIALIST	FTREG	NCN	100%			SFMC		
TIENT ACCESS		ELIGIBILITY/ENROLL SPECIALIST	FTREG	NCN	100%			SFMC		
IENT ACCESS		HEALTH BENEFITS RESOURCE SPEC	FTREG	NCN	x	x	x	SMC	Shared Services	
IENT ACCESS		ELIGIBILITY/ENROLL SPECIALIST	FTREG	NCN	100%			SFMC		
ATIENT ACCESS		REP, HEALTH PLAN ENROLLM	FTREG	NCN	100%			SFMC		
PATIENT ACCESS		ELIGIBILITY/ENROLL SPECIALIST	FTREG	NCN	100%			SFMC		
PATIENT ACCESS		REP, HEALTH PLAN ENROLLM	FTREG	NCN	100%			SFMC		
PATIENT ACCESS		ELIGIBILITY/ENROLL SPECIALIST	FTREG	NCN	100%			SFMC		
PATIENT ACCESS		ELIGIBILITY/ENROLL SPECIALIST	FTREG	NCN		100%		SVMC		
PATIENT ACCESS		ELIGIBILITY/ENROLL SPECIALIST	FTREG	NCN	100%			SFMC		
PATIENT ACCESS		REP, PATIENT ADVOCATE	FTREG	NCN	100%			SFMC		
PATIENT ACCESS		REP, PATIENT ADVOCATE	FTREG	NCN	x	x	x	SMC	Shared Services	
PATIENT ACCESS		REP, PATIENT ADVOCATE	FTREG	NCN		100%		SVMC		
PATIENT ACCESS		ELIGIBILITY/ENROLL SPECIALIST	FTREG	NCN	100%			SFMC		
PATIENT ACCESS		REP, MECS FIN COUNS	FTREG	NCN			100%	SMC		
PATIENT ACCESS		SUPERVISOR HEALTH BEN RESOURCE	FTREG	EXM	100%			SFMC		
PATIENT ACCESS		ELIGIBILITY/ENROLL SPECIALIST	FTREG	NCN	100%			SFMC		
PATIENT ACCESS		ELIGIBILITY/ENROLL SPECIALIST	FTREG	NCN	100%			SFMC		
PATIENT ACCESS	S	REP, MECS FIN COUNS	FTREG	NCN			100%	SMC		
PATIENT ACCESS		REP, MECS FIN COUNS	FTREG	NCN			100%	SMC		
PATIENT ACCESS		REP, PATIENT ADVOCATE	FTREG	NCN	100%			SFMC		
PATIENT ACCESS		REP, PATIENT ADVOCATE	FTREG	NCN	100%			SFMC		
PATIENT ACCESS		HEALTH BENEFITS RESOURCE SPEC	FTREG	NCN	100%			SFMC		
PATIENT ACCESS		ELIGIBILITY/ENROLL SPECIALIST	FTREG	NCN	100%			SFMC		
PATIENT ACCESS		ELIGIBILITY/ENROLL SPECIALIST	FTREG	NCN	100%			SFMC		
PATIENT ACCESS		REP, MECS FIN COUNS	PTREG	NCN	100%			SFMC		
PATIENT ACCESS		REP, PATIENT ADVOCATE	FTREG	NCN	100%			SFMC		
PATIENT ACCESS		SUPERVISOR HEALTH BEN RESOURCE	FTREG	EXM	100%			SFMC		
PURCHASING AND STORES		ANALYST, SENIOR CONTRACT	FTREG	EXM	x	x	x	North Location	Shared Services	
QUALITY		DIRECTOR, COLLABORATIVE	FTREG	EXM	x	x	x	Mariposa	Shared Services	
QUALITY		DIRECTOR, CLINICAL ANALYTICS	FTREG	EXM	x	x	x	Mariposa	Shared Services	
QUALITY		SYSTEM DIRECTOR, QUALITY	FTREG	EXM	x	x	x	SFMC	Shared Services	
SUPPLY CHAIN MANAGEMENT		CONTRACT ANALYST II	FTREG	EXM	x	x	x	North Location	Shared Services	

Schedule 2.16(a) - Updated Hospital Employees

[*Sellers shall have the right to update to Schedule 2.16(a) to reflect changes in employment status or new hires and terminations occurring after December 21, 2018 by providing a revised schedule to Purchase no later than five (5) Business Days before the date scheduled for the Closing.*]

Last Name	First Name	Position Title	Employer Code	Employer Name	FLSA Status	Union Code	Union Description	Status Code	Status Description	Hours Regularly Worked	FTE	Annual Salary	PTO Code	PTO Balance	LOA	LOA Description	Scheduled Bonus Amount	Schedule d Bonus Type	Scheduled Bonus Date	Scheduled Bonus Amount2	Schedule d Bonus Type2	Scheduled Bonus Date2
											Base Rate											
		STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	27.55								
		COOK NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00								
		CASE MGMT ASST NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	SHRG	Short Hour Regular		0.4		$ -	0.00								
		RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.75		PL250	150.27								
		ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		1		PL250	164.88								
		STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		LOANB	0.00	MED	MEDICAL DISABILITY						
		STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00								
		CLIN LAB SCIENTIST LEAD	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	FTREG	Full Time Regular		1		PTO20	141.62								
		FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.525		PL250	300.40								
		RCP I 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	324.16								
		STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	5.14								
		STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	13.82								
		REGISTRAR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.5		PL250	38.53								
		CATH LAB SERVICE TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		LOANB	136.94	MED	MEDICAL DISABILITY						
		UNIT COORDINATOR SR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	247.61								
		DIR BUS DEV & CORP RESI	SMC	SETON MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	947.12								
		MEETING COORDINATOR	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		OTHER	279.52								
		OCC THERAPIST II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0.00								
		CLIN LAB SCIENTIST SPECI	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	FTREG	Full Time Regular		1		PTO20	54.95								
		CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	182.50								
		CHIEF BIOMEDICAL ENGIN	SMC	SETON MEDICAL CENTER	Non-Exempt	L39	Local 39 Stationary Engineers	FTREG	Full Time Regular		1		PL39	342.35								
		LAB ASST II/PHLEB NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00								
		FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	94.03								
		STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	40.61								
		CHIEF ENGINEER	SMC	SETON MEDICAL CENTER	Non-Exempt	L39	Local 39 Stationary Engineers	FTREG	Full Time Regular		1		PL39	196.67								
		STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	26.05								
		STAFFING CLERK	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	48.02	MED	MEDICAL DISABILITY						
		STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00								
		CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	257.72								
		STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	16.53								
		CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	200.13								
		ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	208.08								
		LAB ASST II/PHLEB/PROC	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.5		PL250	114.08								
		STAFF NURSE IV 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	13.30								
		LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	49.90								
		*STAFF NURSE II 10 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VCNA	442.89								
		CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	161.50								
		ASSISTANT CHIEF ENGINEI	SMC	SETON MEDICAL CENTER	Non-Exempt	L39	Local 39 Stationary Engineers	FTREG	Full Time Regular		1		PL39	117.59								
		STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	12.79								
		GI LAB TECH NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	TEMP	Temp		1		$ -	0.00								
		PHARMACY TECH SR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	53.54	FMLA	FAMILY MEDICAL LEAVE						
		*STAFF NURSE IV	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	67.54								
		SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	54.80								
		STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VCNA	0.00								
		CHIEF MEDICAL OFFICER	SMC	SETON MEDICAL CENTER	Exempt	ADM	Non-Union, Administration	FTREG	Full Time Regular		1		LPTO	0.00								
		INFECTION CONTROL NUF	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	PDIEM	Per Diem		0.013		$ -	0.00								
		STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00								
		LAB ASST II/PHLEB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	145.76	MED	MEDICAL DISABILITY						
		CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	24.00								
		STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	315.61								
		STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	64.51								
		CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	323.72								
		ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	355.72								
		NURSE MANAGER	SMC	SETON MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular		1		MGMT	100.71								
		REGISTRAR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		SNOAC	9.90								
		STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00								
		INSURANCE VERIFIER	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	82.83	MED	MEDICAL DISABILITY						
		STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	253.29								
		STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	115.17								
		STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.75		VCNA	2.57								
		STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	222.18								
		ADMIN DIR, DIAGN & THE	SMC	SETON MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	63.16								
		DRIVER	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	24.00								
		STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		LOANB	22.02	MED	MEDICAL DISABILITY						
		STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	30.51				Sign-On/Re	12/4/2018		Sign-On/Re	6/4/2019
		STAFF NURSE III 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	91.96								
		STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	11.84								
		CONSOLE OPERATOR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	321.72								
		RCP I NB 12HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00								
		CERT NURSE ASST NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00								
		REGISTRAR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.5		PL250	38.25								
		ACTIVITIES ASST NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0.00								
		STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	8.15								
		PROG COORD, HEMODIAL	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0.00								
		STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00								
		STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	412.23								
		SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	98.94								
		CENTRALIZED SCHEDULER	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	57.03								
		OR TECH SR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	183.78								
		MED REC CLERK III	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	74.41								
		CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	29.33								
		CARE MANAGER	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	84.21								
		STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VCNA	12.11								
		STATIONARY ENGINEER	SMC	SETON MEDICAL CENTER	Non-Exempt	L39	Local 39 Stationary Engineers	FTREG	Full Time Regular		1		PL39	127.70	MED	MEDICAL DISABILITY						
		STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00								
		CLIN LAB SCIENTIST I NB	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	PDIEM	Per Diem		0.013		$ -	0.00								
		STAFF NURSE III 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	214.56	MED	MEDICAL DISABILITY						
		STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VCNA	284.75								
		ENV SVCS TECH LEAD	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	70.62								
		LINEN SVC WORKER	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	17.43								
		VASCULAR TECH II	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	174.45								
		INSURANCE VERIFIER NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0.00								
		*STAFF NURSE II 10 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VCNA	115.54								
		OFFICE COORDINATOR SR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	299.39								
		STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	5.38								
		CENTRALIZED SCHEDULER	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	104.29								
		MONITOR TECH NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	174.04								
		STAFF NURSE II 12 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00								

	FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.5		PL250	60.10				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	11.30				
	PRE-ADMISSION REGISTR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	132.68				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	UNIT COORDINATOR SR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	280.49				
	ULTRASOUND TECH IV LE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	164.92				
	OR TECH SR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	162.03				
	LAB ASST II/PHLEB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	120.84				
	CLIN LAB SCIENTIST II	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	FTREG	Full Time Regular		1		PTO20	98.05				
	PHYS THER AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.5		PL250	856.28				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	INVENTORY CLERK LEAD	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	48.42				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	178.50				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	6.40				
	CLINICAL NUTRITION MAI	SMC	SETON MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular		1		MGMT	119.14				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	4.86				
	CLIN SOCIAL WORKER NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0.00				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	148.06				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	84.45	MED	MEDICAL DISABILITY		
	OR TECH SR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	328.72				
	STATIONARY ENGINEER	SMC	SETON MEDICAL CENTER	Non-Exempt	L39	Local 39 Stationary Engineers	FTREG	Full Time Regular		1		PL39	261.33				
	ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	46.93				
	CLIN LAB SCIENTIST II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	PDIEM	Per Diem		0.013		$ -	0.00				
	CLIN LAB SCIENTIST II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	PDIEM	Per Diem		0.013		SNOAC	0.00				
	CLIN LAB SCIENTIST II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	PDIEM	Per Diem		0.013		$ -	0.00				
	ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	387.61				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	10.50				
	DIR OF PHYSICIAN BUS DE	SMC	SETON MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	48.14				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	12.09				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE III 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	81.61				
	REGISTRAR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	PHYS THER I NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0 00				
	*STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	57.58				
	PHARMACY TECH 10 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.875		PL250	173.22				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0 00				
	SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	152.00				
	PHARMACY TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	325.78				
	TRANSPORTER	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	153.90				
	BUSINESS ANALYST	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		OTHER	7 65				
	STAFF NURSE I	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	15.28				
	DIETARY CLERK	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.7		PL250	26.48				
	RAD TECH I NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	PATIENT RELATIONS REP	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		OTHER	43.72				
	OR TECH SR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	PHYS THER AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	233.60				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	5 16	MED	MEDICAL DISABILITY		
	RAD TECH V	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	233.27				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II 12 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0 00				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0 6		VCNA	121.93				
	CERT NURSE ASST NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0 00				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	MED REC CLERK III	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	264 47				
	*STAFF NURSE IV	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VCNA	219.19				
	CARE MANAGER	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	31.62			Sign-On/Bt 12/1/2018	
	OCC THERAPIST II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0.00				
	CHIEF NURSE OFFICER	SMC	SETON MEDICAL CENTER	Exempt	ADM	Non-Union, Administration	FTREG	Full Time Regular		1		LPTO	266.32				
	ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	150 39				
	PROG COORD, HEMODIAL	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0 00				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	10.10	ILOA	INTERMITENT LEAVE		
	ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.5		PL250	12.00				
	*STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	60.19				
	SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	211.72				
	*STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	179.22				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	81.81				
	LAB ASST II/PHLEB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.75		PL250	96.22				
	RADIOLOGY AIDE NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	ENV SVCS TECH NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0 9		VCNA	44.55				
	ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	81.05	MED	MEDICAL DISABILITY		
	REGISTRAR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	*STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VCNA	30.59				
	LEAD MEDICAL ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	183.75				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	259.60				
	COOK	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	585.88				
	RADIATION THERAPIST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	302.09				
	DIR ACUTE CARE, MEDICA	SMC	SETON MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	53.39				
	RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	95.59				
	RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0 9		PL250	105.64				
	CLIENT SERVICE REP NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	73.12				
	CARE MANAGER	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	47.47				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	68.70				
	LEAD CASE MGMT ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	88.39				
	LAB ASST III/PHLEB/PROC	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	19 67				
	RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	31.26				
	TRANSPORTER	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	9 93				
	FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	292.60				
	UNIT COORDINATOR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	117 13	MED	MEDICAL DISABILITY		
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0 9		VCNA	29.38				
	OR ATTENDANT	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	299 72				
	WORKERS COMP COORD	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		OTHER	356.74				
	RCP I 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	55.71				
	RAD TECH V	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	73.01				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	523.96				
	STAFFING CLERK NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	*STAFF NURSE II 10 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VCNA	26.22				
	CLIN SOCIAL WORKER NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0.00				
	RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0 9		PL250	38.42				
	CLIN SOCIAL WORKER	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	78.53				
	ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	200.82				

PULMONARY FUNCTION T	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0 6		PL250	55.19			
BED CONTROL COORDINA	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	198.74			
FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	206.79			
STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00			
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VCNA	19 11			
SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	299.72			
RCP I 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	299.88			
PHARMACY TECH NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0 00			
CENTRAL SERV TECH I NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00			
RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		0 9		PL250	269 66			
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	187.69			
REGISTRAR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	0 00			
CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	72.00			
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	16.11			
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	7.53			
DIR HEALTH INFORMATIO	SMC	SETON MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	249 24			
SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	315.72			
EXECUTIVE ASSISTANT	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		OTHER	350.00			
REGISTRAR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	230.28			
TRANSPORTER	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	95.21			
PHARMACY TECH SR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	210.93			
CLIN LAB SCIENTIST II	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	PTREG	Part Time Regular		0.8		PTO20	27 73			
OR TECH SR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0 00			
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	18.15	MED	MEDICAL DISABILITY	
ADM NURSE SUP II NB 12	SMC	SETON MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	PDIEM	Per Diem		0.013		$ -	0.00			
MEDICAL PHYSICIST NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0 00			
UNIT COORDINATOR SR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	200.65			
REGISTRAR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		1		PL250	154.48			
*STAFF NURSE IV	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VCNA	505.31			
LVN NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00			
INTAKE COORDINATOR	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	105.28			
PHARMACIST 10 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0.00			
ULTRASOUND TECH II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00			
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.75		VCNA	79 37			
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	23.18			
PHARMACY TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	277 91	MED	MEDICAL DISABILITY	
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	55.24			
MEDICAL ASST NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0 00			
STATIONARY ENGINEER	SMC	SETON MEDICAL CENTER	Non-Exempt	L39	Local 39 Stationary Engineers	FTREG	Full Time Regular		1		PL39	58.08			
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	6.62			
CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	83.41			
SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	348.18	MED	MEDICAL DISABILITY	
MONITOR TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.7		PL250	390 64			
FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	186.36			
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	307.77			
STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0 00			
RECEPTIONIST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.5		PL250	132.42			
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	159.95			
STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00			
PHARMACIST	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular		0.8		OTHER	114 03	ILOA	INTERMITENT LEAVE	
CONTRACT SPECIALIST	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		OTHER	17.24			
*STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	33.21			
*STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	51.36			
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	20.49			
EMV SVCS TECH NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00			
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	172.25			
PHARMACIST 10 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0.00			
PHYS THER I	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	82.97			
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	46.60			
*STAFF NURSE IV	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VCNA	233.08			
PHARMACY TECH NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00			
PHARMACIST 10 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular		0.6		OTHER	215.85			
LAB ASST II/PHLEB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0 7		PL250	260 12			
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	268.74			
OFFICE COORDINATOR SR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	196.23			
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	15.88			
STERILE PROCESSING SUP	SMC	SETON MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		OTHER	23.79			
ED REVENUE ANALYST	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		OTHER	313.83			
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	94.97			
DIR MEDICAL STAFF	SMC	SETON MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	0 00			
CLIN LAB SCIENTIST II	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	FTREG	Full Time Regular		1		PTO20	118.44			
RAD TECH III NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0 00			
RCP III 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	105.90			
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	85.35			
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	9.08			
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	203.16			
STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		SNOAC	0.00			
OR ATTENDANT	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	408.76			
UNIT COORDINATOR SR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	100.32			
PROG COORD, HEMODIAL	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0.00			
OCC THERAPIST II	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular		0.6		OTHER	298.40			
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	107 11			
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	128.59			
CLIN LAB SCIENTIST II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	PDIEM	Per Diem		0.013		$ -	0.00			
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	68.59			
SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0 9		PL250	325 42	WC	WORKERS' COMPENSATIO	
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	71.67			
FOOD SERVICE AIDE NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0 00			
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VCNA	49.54			
OFFICE COORDINATOR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	98.86			
ED CARE COORDINATOR	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	15 88			
ADMISSION/MDS COORD	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	34 48			
STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00			
RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	221.44			
CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	8.22			
CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0 6		PL250	9 60			
COORD LIS	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	PTREG	Part Time Regular		0.8		OTHER	18.41			
RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	34 29			
CARE MANAGER	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	502.31	ILOA	INTERMITENT LEAVE	
UNIT COORDINATOR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	97 86			
CLIENT SERVICE REP	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	88.44			
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0 9		VCNA	32.28			

	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	44.31				
	STOREKEEPER	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	470 86				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	62.43				
	DEPT COORDINATOR/DOC	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	181.14				
	CLIN LAB SCIENTIST LEAD	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	FTREG	Full Time Regular		1		PTO20	39.35				
	LAB ASST III/PHLEB/PROC	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	52.02				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	280.61				
	*STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	134.48				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	988.05				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	13.19				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VCNA	354.13				
	RCP I 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	240.16				
	LAB CLIENT SERVICES SUP	SMC	SETON MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		OTHER	118.35				
	LINEN SVC WORKER	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	185.20				
	PHARMACY TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	198.91				
	UNIT COORDINATOR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$	0.00				
	LAB ASST II/PHLEB NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$	0.00				
	RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.75		PL250	16.75				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$	0.00				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	323.61				
	CLIN LAB SCIENTIST II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	PDIEM	Per Diem		0.013		$	0.00				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VCNA	128.66				
	OR TECH SR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	188.22				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	9 60				
	RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	9.54				
	NUC MED ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	227.97				
	SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	38.60				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	95.78				
	ER TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	189.73				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$	0.00				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$	0 00				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VCNA	183.06				
	CLIN LAB SCIENTIST LEAD	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	FTREG	Full Time Regular		1		PTO20	146.49				
	OR TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	45 24				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	103.00				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	41.90				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	28.59				
	INSTRUMENT TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	129.54				
	SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	89.20				
	STAFF NURSE I	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0 6		VCNA	12.67				
	PHARMACY TECH NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		PL250	0.24				
	CLIN LAB SCIENTIST II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	PDIEM	Per Diem		0.013		$	0.00				
	COOK NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$	0.00				
	CENTRALIZED SCHEDULER	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	124.98				
	PRE-ADMISSION REGISTR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	108.16				
	RADIOLOGY TECH ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	73.72				
	BED CONTROL LEAD	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	127.47				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	12.06				
	COOK LEAD	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	182.20				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	329 72				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$	0.00				
	STATIONARY ENGINEER	SMC	SETON MEDICAL CENTER	Non-Exempt	L39	Local 39 Stationary Engineers	FTREG	Full Time Regular		1		PL39	178.93				
	FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.906		PL250	130.84				
	COOK NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$	0.00				
	FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.7		PL250	80.83				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	300 60				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.75		VCNA	46.68				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	45.26				Sign-On/Re 2/5/2019
	OFFICE COORDINATOR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	350 48				
	REGISTRAR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	267.85				
	DIRECTOR NURSING EDUC	SMC	SETON MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	151.42				
	SUP DIALYSIS SERVICES NI	SMC	SETON MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	PDIEM	Per Diem		0.013		$	0.00				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	21.66				
	ACTIVITIES COORD	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	58.46				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	158.01				
	CLIENT SERVICE REP	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	11.08				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	63.26				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$	0.00				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$	0.00				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0 9		VCNA	11 00				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	104.80				
	REGISTRAR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	194 99				
	SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	43.36 MED	MEDICAL DISABILITY			
	CONSOLE OPERATOR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.875		PL250	164.63				
	CENTRAL SERV TECH I	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	152.92				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VCNA	0.00				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	63 92				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	6.40				
	MAINTENANCE PAINTER	SMC	SETON MEDICAL CENTER	Non-Exempt	L39	Local 39 Stationary Engineers	FTREG	Full Time Regular		1		PL39	91.35				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VCNA	8.64 FMLA	FAMILY MEDICAL LEAVE			
	STAFFING CLERK	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	246.53				
	SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0 6		PL250	106.56				
	TRANSPORTER	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.7		PL250	17.88				
	*STAFF NURSE II 10 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0 75		VCNA	87 98				
	CENTRAL SERV TECH II	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.5		PL250	295.28				
	MGR NUTRITION & FOOD	SMC	SETON MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular		1		MGMT	89.59				
	*STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	88.15				
	PHARMACY TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	337 14				
	IMV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.5		PL250	15 75				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0 9		VCNA	45 97				
	CERT NURSE ASST NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$	0.00				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	10.10				
	STAFF NURSE I	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	82.97				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	21.86				
	ADMIN NURSE SUP	SMC	SETON MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	PTREG	Part Time Regular		0.9		OTHER	105.77				
	SUPV CENT SCHED & PRE-	SMC	SETON MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		OTHER	142.36				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		SNOAC	0.00				
	ADMITTING SUPERVISOR	SMC	SETON MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		OTHER	260 90				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	8.88				
	FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.85		PL250	252.38				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	3.08				
	RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0 75		PL250	105.19				

	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	63.58				
	SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	61.08				
	PROG COORD, HEMODIAL	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0.00				
	LAB ASST III/PHLEB/PROC	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	14.45				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	41.60				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	41.64				
	INSTRUMENT TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	291.72				
	RAD TECH V	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	58.97				
	PROGRAM DIRECTOR	SMC	SETON MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	18.29				
	LAB ASST III/PHLEB/PROC	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	OFFICE COORDINATOR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	84.88				
	SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	47.86				
	DIETARY CLERK	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	299.72				
	CLINICAL DIETITIAN NB	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	PDIEM	Per Diem		0.013		$ -	0.00				
	COOK NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	ULTRASOUND TECH II	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	165.67				
	CARDIOLOGY TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	102.50				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	404.52				
	INSTRUMENT TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	54.11				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	48.75				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	22.44				
	SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	74.66				
	STERILE PROCESSING MAI	SMC	SETON MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular		1		MGMT	105.61				
	ECHO TECH II (REGISTERE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	62.54				
	SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	314.08	C101	C_EMED_SL		
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	UNIT COORDINATOR SR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	99.97				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	DIRECTOR FACILITIES	SMC	SETON MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	31.12				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	342.36				
	ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	339.72				
	SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	33.60				
	UNIT COORDINATOR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	291.72				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	315.43				
	PHYS THER II	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular		0.9		OTHER	312.01				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.7		PL250	90.02				
	PHYS THER AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	57.93				
	CONSOLE OPERATOR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	310.16	MED	MEDICAL DISABILITY		
	RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	234.16				
	RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	192.43				
	OFFICE COORDINATOR SR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	326.30				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.5		PL250	377.80				
	PHARMACY TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	0.00				
	ADMIN ASST/DATA ANAL	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	130.22				
	MAIL CLERK	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	44.61				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	INSTRUMENT TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	317.67				
	RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	191.24				
	STATIONARY ENGINEER	SMC	SETON MEDICAL CENTER	Non-Exempt	L39	Local 39 Stationary Engineers	FTREG	Full Time Regular		1		PL39	117.15	MED	MEDICAL DISABILITY		
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	271.25				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	400.46				
	SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	419.61				
	DIETARY CLERK	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	117.45				
	OR TECH II	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	19.08				
	ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	188.70				
	ULTRASOUND TECH III NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	PHYS THER II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0.00				
	NURSE NAVIGATOR	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		OTHER	198.69				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.8		VCNA	82.44				
	REGISTRAR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	76.20				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	326.89				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	6.86				
	TRANSPORTER	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	19.71				
	INTAKE RN	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	0.00				
	INSTRUMENT TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	37.88				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	42.14				
	SIMULATION THERAPIST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	207.48				
	FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.906		PL250	337.78				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	39.40				
	LINEN SVC WORKER	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	147.01				
	ADMIN ASSISTANT	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		OTHER	203.12				
	CARE MANAGER NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0.00				
	LAB ASST III/PHLEB/PROC	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		LOANB	0.00	MED	MEDICAL DISABILITY		
	FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		LOANB	57.79	MED	MEDICAL DISABILITY		
	FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	208.50	MED	MEDICAL DISABILITY		
	OFFICE COORDINATOR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	50.43				
	RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	182.12				
	LAB OFFICE SUPERVISOR	SMC	SETON MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	PTREG	Part Time Regular		0.85		OTHER	318.22				
	ENV SVCS TECH LEAD	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	227.72				
	STAFFING CLERK	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	37.66				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	30.45				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	29.94				
	LAB ASST III/PHLEB/PROC	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	127.15				
	RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Full Time Regular		0.9		PL250	174.13				
	SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	371.61				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	156.20				
	FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	283.02				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	41.10				
	FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.938		PL250	267.97				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	104.93				
	ENV SVCS TECH NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	OR TECH SR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	35.57	MED	MEDICAL DISABILITY		
	ER TECH NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	PHARMACY TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.5		PL250	7.39				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	162.19				
	CLIN LAB SCIENTIST II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	154.73				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	85.60				
	MED REC CLERK III	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	43.83				

	CENTRAL SERV TECH I	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0 6		PL250	110.40				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	MONITOR TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	315.70				
	MONITOR TECH NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	291.82				
	LAB ASST III/PHLEB/PROC	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Full Time Regular		1		PL250	243.15				
	CARE MANAGER	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Full Time Regular		1		OTHER	162.94				
	PHYSICIAN LIAISON	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Full Time Regular		1		OTHER	82.81				
	PHARMACIST NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0.00				
	ER TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	71.81				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	323.82				
	PHARMACY TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0 6		PL250	129 43				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	ULTRASOUND TECH IV NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	28.18		Sign-On/Re	12/4/2018	Sign-On/Re 6/4/2019
	ADMIN ASSISTANT	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	PTREG	Full Time Regular		1		OTHER	12.07				
	UNIT COORDINATOR SR 1	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Full Time Regular		1		PL250	48.88				
	LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	33.60				
	*STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	54.85				
	ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Full Time Regular		1		PL250	275 72				
	SPEECH THERAPIST NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0 00				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	37 27				
	SUPERVISOR, NURSING O	SMC	SETON MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	PTREG	Full Time Regular		1		OTHER	163.58				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	4.03				
	CLIN DOC IMPRVMNT SPC	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		SNOAC	0.00				
	REGISTRAR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Full Time Regular		1		PL250	196.04				
	PATIENT ACCESS DIRECTO	SMC	SETON MEDICAL CENTER	Exempt	DIR	Non-Union, Director	PTREG	Full Time Regular		1		LPTO	560.00				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	30.51				
	RADIATION THERAPIST NI	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		SNOAC	0.00				
	COOK NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0 00				
	STROKE STEMI COORD	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	PTREG	Part Time Regular		1		OTHER	311.63				
	RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	181.69				
	ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Full Time Regular		1		PL250	419.74				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Full Time Regular		1		VCNA	110 49				
	RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.75		PL250	287.86				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	22.51				
	OR TECH SR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	138.80	MED	MEDICAL DISABILITY		
	TRANSPORTER	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Full Time Regular		1		PL250	76.49				
	CENTRAL SERV TECH I	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	48.00				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	18.09				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	20.51				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	*STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	15.90				
	MONITOR TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	149 60				
	*STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	46.55				
	CHIEF OPERATING OFFICE	SMC	SETON MEDICAL CENTER	Exempt	ADM	Non-Union, Administration	PTREG	Full Time Regular		1		LPTO	0 00				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	2.18				
	SR BUYER	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Full Time Regular		1		OTHER	309 24				
	ADM NURSE SUP II	SMC	SETON MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	PTREG	Part Time Regular		0.9		MGMT	75.83				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	133.06				
	CLIN LAB SCIENTIST II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	PDIEM	Per Diem		0.013		$ -	0.00				
	COORD OPERATOR SERVI	SMC	SETON MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	PTREG	Full Time Regular		1		OTHER	305.58				
	FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Full Time Regular		1		PL250	58.40				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	18.31				
	FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.905		PL250	90.31				
	RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.75		PL250	137.53				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	48.24				
	UNIT COORDINATOR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Full Time Regular		1		PL250	45.49				
	LEAD CARE MANAGER	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Full Time Regular		1		OTHER	82.44				
	RAD TECH IV	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.5		PL250	52.00				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Full Time Regular		1		VCNA	10.70				
	CLIN SOCIAL WORKER NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	35.01	MED	MEDICAL DISABILITY		
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	31.97				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	CERT NURSE ASST NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	57 77				
	LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.7		PL250	44.80				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0 00				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	44.80				
	ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Full Time Regular		1		PL250	62.32				
	RAD TECH V 10HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Full Time Regular		1		PL250	290 70				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	40.82				
	PHARMACIST	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular		0.5		OTHER	174.87				
	ECHO TECH II (REGISTERE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0 6		PL250	169.23				
	*STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Full Time Regular		1		VCNA	39.08				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0 6		VCNA	47.40	MED	MEDICAL DISABILITY		
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	7.83				
	RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0 9		PL250	117.59				
	RADIOLOGY ASSISTANT	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Full Time Regular		1		PL250	54.16				
	SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	191 65				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	16.85				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	VASCULAR TECH II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0 013		$ -	0 07				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0 9		VCNA	71.95				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	16.84				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Full Time Regular		0 6		VCNA	74.86				
	RAD TECH III	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Full Time Regular		1		PL250	270.59				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0 9		VCNA	134 70				
	OCC THERAPIST I NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0.00				
	REGISTRAR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Full Time Regular		1		PL250	234 14				
	OCC THERAPIST II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0.00				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Full Time Regular		1		PL250	323.72				
	LAB ASST II/PHLEB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.5		PL250	346.70				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	OFFICE COORDINATOR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Full Time Regular		1		PL250	95.79				
	RELIEF STATIONARY ENGII	SMC	SETON MEDICAL CENTER	Non-Exempt	L39	Local 39 Stationary Engineers	PTREG	Full Time Regular		1		LOANB	0.00	MED	MEDICAL DISABILITY		
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.5		PL250	16 79				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	21.32				
	ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Full Time Regular		1		PL250	199 20				

	VASCULAR TECH II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	55.65				
	SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	149.98				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	RCP III 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	204.45				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	293.31				
	OFFICE MANAGER	SMC	SETON MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular		1		MGMT	345.58				
	FOOD SERVICE AIDE NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	REGISTRAR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	186.39				
	*STAFF NURSE II 10 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.5		VCNA	86.01				
	RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		0.9		PL250	177.01				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	CONSOLE OPERATOR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	58.86				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	31.93				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	25.15				
	SPEECH THERAPIST	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular		0.9		OTHER	124.60				
	CLIENT SERVICE REP NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	PHARMACIST 10 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	121.90				
	CLINICAL DATA COORD, S	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		OTHER	319.44				
	STATIONARY ENGINEER	SMC	SETON MEDICAL CENTER	Non-Exempt	L39	Local 39 Stationary Engineers	FTREG	Full Time Regular		1		PL39	305.09				
	DIETARY CLERK	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.5		PL250	117.00				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	84.36				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VCNA	60.90				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	37.31				
	ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	419.61				
	FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	157.99				
	CLINICAL DIETITIAN NB	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	PDIEM	Per Diem		0.013		$ -	0.00				
	RAD TECH III	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	176.00				
	RAD TECH III	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	141.02				
	CLIN LAB SCIENTIST LEAD	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	FTREG	Full Time Regular		1		PTO20	382.39				
	FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.5		PL250	242.70				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VCNA	83.70				
	ADM NURSE SUP II NB	SMC	SETON MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	4.20				
	CLINICAL DIETITIAN NB	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	15.67				
	FOOD SERVICE AIDE NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	58.90				
	NEUROLOGY TECH NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II 12 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	DIETARY CLERK	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	4.80				
	STAFF NURSE II 12 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	59.99				
	CLINICAL DIETITIAN	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		OTHER	190.09				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	923.72				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.6		VCNA	52.74				
	LAB ASST II/PHLEB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	80.31				
	FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	106.80				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	QUALITY SPECIALIST	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		OTHER	8.62				
	STAFF NURSE II 12 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00	WC	WORKERS' COMPENSATION		
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	25.60				
	STATIONARY ENGINEER	SMC	SETON MEDICAL CENTER	Non-Exempt	L39	Local 39 Stationary Engineers	FTREG	Full Time Regular		1		PL39	206.47				
	FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	48.34	ILOA	INTERMITENT LEAVE		
	PHARMACIST 10 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		0.875		OTHER	195.33				
	ADMIN NURSE SUP	SMC	SETON MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	PTREG	Part Time Regular		0.9		OTHER	355.36				
	OR TECH SR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	92.33	MED	MEDICAL DISABILITY		Sign-On/Re 3/5/2019
	SR FINANCIAL ANALYST	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		OTHER	110.41				
	FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.5		PL250	260.80				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	92.50				
	CLINICAL DIETITIAN NB	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	64.39				
	FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	59.64				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	31.30				
	*STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VCNA	221.44				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	14.60				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	OFFICE COORDINATOR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	73.39				
	CARE MANAGER	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	91.37				
	RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.75		PL250	38.93				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	109.21				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	38.73				
	CLIENT SERVICE REP NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	258.88				
	PHARMACY TECH NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		SNOAC	0.00				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	252.61				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VCNA	10.99				
	ENV SVCS TECH NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	RAD TECH V	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	192.71				
	RAD TECH I NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II 12 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	INSTRUMENT TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	195.98				
	STAFF NURSE II 12 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	RAD TECH IV	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	299.72				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	0.00				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	114.62				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	44.80				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	INTAKE COORDINATOR NI	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	SHRG	Short Hour Regular		0.4		$ -	0.00				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	13.31				
	RAD TECH V	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	183.95				
	ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	158.89				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	6.40				
	NUC MED TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	265.84				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.5		VCNA	18.73				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	17.60				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	347.72				
	RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	11.70				
	MED TRANSCRIBER	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	228.95				

ENV SVCS TECH NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00		
FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	235.89		
CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	6.65		
UNIT COORDINATOR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0 00		
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	585.72		
MED REC CLERK III	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	110.08		
ULTRASOUND TECH III NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00		
RAD TECH V LEAD	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	275 72		
RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	150.94		
CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	8.00		
OFFICE COORDINATOR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	29.62		
CLINICAL LAB TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	288.43		
QUALITY SPECIALIST	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		OTHER	106.96		
PHARMACIST 10 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0.00		
SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	74.46		
RAD TECH III	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	12.16		
DIR OF CLINICAL RESOURC	SMC	SETON MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	0.00		
RAD TECH I	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0 6		PL250	9.60		
*STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	92.41		
CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	12.80		
CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	48.08		
CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	11.27		
STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00		
DISCHARGE PLANNER	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	150.57		
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	220.56		
CENTRALIZED SCHEDULER	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00		
ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	209.29		
*STAFF NURSE IV	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VCNA	193.69		
LAB ASST III/PHLEB/PRDC	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		LOANB	4.37	MED	MEDICAL DISABILITY
REGISTRAR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00		
PROG COORD, HEMODIAL	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0.00		
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	70 94		
RAD TECH I NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00		
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	8.19		
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	14.36		
LAB ASST II/PHLEB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	71.26		
DIR LAB	SMC	SETON MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	163.48		
*STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VCNA	60.30		
SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	323.72	MED	MEDICAL DISABILITY
CENTRALIZED SCHEDULER	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	68 43		
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	14.59		
CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	71.78		
STAFFING CLERK	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	73.58		
STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00		
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	98 69		
SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	106.05		
RCP II 12 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00		
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0 9		VCNA	10.89		
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	39.69		
RCP II 12 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0 00		
RAD TECH III	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	82.89		
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	110 16		
CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	306.72		
REGISTRAR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00		
EXEC DIR,QUALITY,PATIEN	SMC	SETON MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	0.00		
STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0 00		
CENTRALIZED SCHEDULER	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	119.97		
PHARMACY TECH 10 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	161.65		
STATIONARY ENGINEER	SMC	SETON MEDICAL CENTER	Non-Exempt	L39	Local 39 Stationary Engineers	FTREG	Full Time Regular		1		PL39	364.27		
CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0 7		PL250	306.98		
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VCNA	108.10		
NEUROLOGY TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.75		PL250	152.80		
STATIONARY ENGINEER	SMC	SETON MEDICAL CENTER	Non-Exempt	L39	Local 39 Stationary Engineers	FTREG	Full Time Regular		1		PL39	193.78		
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	102.29		
STAFF NURSE III	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	197.33		
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	468.68		
RCP I 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0 9		PL250	63.86		
ADM NURSE SUP II	SMC	SETON MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	PTREG	Part Time Regular		0 9		MGMT	244.96		
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	7.90		
STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0 00		
STATIONARY ENGINEER	SMC	SETON MEDICAL CENTER	Non-Exempt	L39	Local 39 Stationary Engineers	FTREG	Full Time Regular		1		PL39	4.77		
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0 6		VCNA	41.97		
RAD TECH IV NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00		
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	23.33		
OFFICE COORDINATOR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	219 50		
RCP II 12 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		SNOAC	0 00		
LAB ASST III/PHLEB NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00		
*STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VCNA	579.33		
INTAKE COORDINATOR	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular		0 8		OTHER	74.71		
PHARMACY TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	8.00		
SPEECH THERAPIST NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0.00		
STATIONARY ENGINEER	SMC	SETON MEDICAL CENTER	Non-Exempt	L39	Local 39 Stationary Engineers	FTREG	Full Time Regular		1		PL39	50 10		
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	30.85		
ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	195 72		
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	389.32		
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0 6		VCNA	33.68		
ULTRASOUND TECH III	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	88.74		
CARE MANAGER	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	87 44		
STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00		
CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0 9		PL250	131.22		
CLIN LAB SCIENTIST I	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	FTREG	Full Time Regular		1		PTO20	149.07		
UNIT COORDINATOR SR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	227 72		
RAD TECH II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00		
FOOD SERVICE AIDE NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00		
REGISTRAR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	172.75		
*STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VCNA	101.48		
CERT NURSE ASST NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00		
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0 9		VCNA	30 05		
CONSOLE OPERATOR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	156.55	MED	MEDICAL DISABILITY
*STAFF NURSE II 10 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VCNA	965.83		
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	99.87		
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	13.16		

	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	56.65				
	LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	4.80				
	PHARMACIST	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	170.27				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	17.55				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	PHYSICIAN LIAISON LEAD	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	149.61				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	PHARMACIST 10 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular		0.875		OTHER	35.22				
	REGISTRAR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	259.86				
	CENTRAL SERV TECH I	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	244.70				
	RCP II 12 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.5		LOANB	0.00				
	ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	68.12				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VCNA	9.73				
	*STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		LOANB	0.00	MED	MEDICAL DISABILITY		
	CENTRALIZED SCHEDULER	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	269.38				
	RCP III 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	317.09				
	CENTRALIZED SCHEDULER	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	10.06				
	*STAFF NURSE IV	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VCNA	83.45				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	35.20				
	SPEECH THERAPIST NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		LOANB	0.00	MED	MEDICAL DISABILITY		Sign-On/Re 3/5/2019
	ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	255.64				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	45.13				
	SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	30.40				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	73.36				
	SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	70.80				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	65.10				
	REGISTRAR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.75		VCNA	8.77				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	4.18	MED	MEDICAL DISABILITY		
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	QUALITY REVIEW NURSE	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		OTHER	342.10				
	CENTRAL SERV TECH I	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	245.77				
	LAB ASST II/PHLEB NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	126.51				
	ADMIN ASSISTANT	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		OTHER	560.00				
	LAB ASST III/PHLEB/PROC	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	324.89				
	DIR HUMAN RESOURCES	SMC	SETON MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTD	47.28				
	STAFF NURSE I NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	PHYS THER AIDE NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	RAD TECH IV	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.5		PL250	150.99				
	REGISTRAR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	261.00				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	4.51				
	CARE MANAGER	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	35.05				
	OR ATTENDANT	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	132.60				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	53.42				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	42.29				
	SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.7		PL250	108.53				
	LEAD RADIOLOGY ASSSTA	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	341.45				
	STAFF NURSE I	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	21.70				
	PHARMACIST	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	25.53				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	VASCULAR TECH II	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	126.50				
	INSTRUMENT TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	31.45				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VCNA	18.37				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	23.66				
	LAB ASST III/PHLEB/PROC	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	CERT NURSE ASST NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	103.82				
	MONITOR TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	228.25				
	CLIN LAB SCIENTIST II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	PDIEM	Per Diem		0.013		$ -	0.00				
	CLINICAL DIETITIAN	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		OTHER	162.56				
	*STAFF NURSE I	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	52.17				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	MGR REHAB/RESPIRATOR	SMC	SETON MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular		1		MGMT	348.96				
	STAFF NURSE II 12 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	MED REC CLERK III	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.7		PL250	84.97				
	STAFF NURSE II 12 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00	MED	MEDICAL DISABILITY		
	RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	338.33				
	MED REC CLERK III	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	173.45				
	RADIATION THERAPIST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	275.79				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	72.38				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	OR TECH I SR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	ANESTHESIA TECH SR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	38.70				
	PHYS THER AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.5		PL250	46.45				
	ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	192.84	MED	MEDICAL DISABILITY		
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	149.57				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	30.30				
	ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	347.72				
	FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	355.72	MED	MEDICAL DISABILITY		
	ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	24.04				
	LEAD PHARMACIST	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular		0.7		OTHER	108.91				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	147.75				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	340.60				
	*STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VCNA	48.95				
	RAD TECH V LEAD	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	307.85				
	BIOMED ELECTRONICS TE	SMC	SETON MEDICAL CENTER	Non-Exempt	L39	Local 39 Stationary Engineers	FTREG	Full Time Regular		1		PL39	60.76				
	ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	51.93	MED	MEDICAL DISABILITY		
	ECHO TECH II NB (REGISTI	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	DIETARY CLERK II	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	348.23				
	INSTRUMENT TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	242.45				
	SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	102.45				
	RAD TECH II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	27.69				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	183.57				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VCNA	83.88				
	ER TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	108.84				

[redacted]	ECHO TECH II NB (REGISTI	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	[redacted]
[redacted]	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	VCNA	131.99	[redacted]	[redacted]
[redacted]	CLIN LAB SCIENTIST SPECI	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO20	109.17	[redacted]	[redacted]
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	60.30	[redacted]	[redacted]
[redacted]	CLIN LAB SCIENTIST II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	[redacted]
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	238.37	[redacted]	[redacted]
[redacted]	DIRECTOR SURGICAL SERV	SMC	SETON MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular	[redacted]	1	[redacted]	LPTO	15.24 MED	MEDICAL DISABILITY	[redacted]
[redacted]	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	VCNA	7.47	[redacted]	[redacted]
[redacted]	SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	315.72	[redacted]	[redacted]
[redacted]	RCP II 12 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	[redacted]
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	104.20	[redacted]	[redacted]
[redacted]	INSTRUMENT TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	79.14	[redacted]	[redacted]
[redacted]	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular	[redacted]	0.9	[redacted]	VCNA	240.59	[redacted]	[redacted]
[redacted]	ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	235.72	[redacted]	[redacted]
[redacted]	SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	226.92	[redacted]	[redacted]
[redacted]	UNIT COORDINATOR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	252.60	[redacted]	[redacted]
[redacted]	SR LVN NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	[redacted]
[redacted]	STATIONARY ENGINEER	SMC	SETON MEDICAL CENTER	Non-Exempt	L39	Local 39 Stationary Engineers	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL39	103.44	[redacted]	[redacted]
[redacted]	CLIENT SERVICE REP NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	[redacted]
[redacted]	OFFICE COORDINATOR SR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	80.35	[redacted]	[redacted]
[redacted]	NURSE MANAGER	SMC	SETON MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular	[redacted]	1	[redacted]	MGMT	0.00	[redacted]	[redacted]
[redacted]	CREDENTIAL COORDINATI	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	OTHER	9.08	[redacted]	[redacted]
[redacted]	RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	PL250	32.32	[redacted]	[redacted]
[redacted]	CLIN LAB SCIENTIST LEAD	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO20	111.74	[redacted]	[redacted]
[redacted]	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular	[redacted]	0.9	[redacted]	VCNA	54.11	[redacted]	[redacted]
[redacted]	*STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	LOANB	1.16 C101	C,EMED,SL	[redacted]
[redacted]	DIR MATERIALS MGMT	SMC	SETON MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular	[redacted]	1	[redacted]	LPTO	93.21	[redacted]	[redacted]
[redacted]	FOOD SERVICE AIDE NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	[redacted]
[redacted]	SR PATIENT FINANCIAL AS	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	OTHER	311.01	[redacted]	[redacted]
[redacted]	ENV SVCS TECH NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	[redacted]
[redacted]	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	VCNA	31.48	[redacted]	[redacted]
[redacted]	CLIN LAB SCIENTIST II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	[redacted]
[redacted]	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	[redacted]
[redacted]	OR TECH SR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	88.00	[redacted]	[redacted]
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	52.84 MED	MEDICAL DISABILITY	[redacted]
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	PL250	30.29	[redacted]	[redacted]
[redacted]	ADM NURSE SUP II NB	SMC	SETON MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	[redacted]
[redacted]	ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	311.98	[redacted]	[redacted]
[redacted]	ENV SVCS TECH NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	[redacted]
[redacted]	CENTRAL SERV TECH I	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	PL250	228.97	[redacted]	[redacted]
[redacted]	CLIN LAB SCIENTIST II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	[redacted]
[redacted]	*STAFF NURSE II 10 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	1	[redacted]	VCNA	7.44	[redacted]	[redacted]
[redacted]	CERT NURSE ASST NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	[redacted]
[redacted]	STAFFING CLERK	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	12.80	[redacted]	[redacted]
[redacted]	LVN NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	[redacted]
[redacted]	FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.5	[redacted]	PL250	260.58	[redacted]	[redacted]
[redacted]	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	VCNA	0.00	[redacted]	[redacted]
[redacted]	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular	[redacted]	0.9	[redacted]	LOANB	0.00 MED	MEDICAL DISABILITY	[redacted]
[redacted]	RAD TECH V 10HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	236.91	[redacted]	[redacted]
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.9	[redacted]	PL250	276.16	[redacted]	[redacted]
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	0.00	[redacted]	[redacted]
[redacted]	CERT NURSE ASST NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	[redacted]
[redacted]	RCP I 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.9	[redacted]	PL250	73.68	[redacted]	[redacted]
[redacted]	STAFF NURSE II 12 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	[redacted]
[redacted]	RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.9	[redacted]	PL250	11.82	[redacted]	[redacted]
[redacted]	CERT NURSE ASST NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	[redacted]
[redacted]	CLIN NURSE SPEC	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	OTHER	78.07	[redacted]	[redacted]
[redacted]	ER TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	PL250	146.20	[redacted]	[redacted]
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	60.80	[redacted]	[redacted]
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	201.21	[redacted]	[redacted]
[redacted]	ADM NURSE SUP II NB	SMC	SETON MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	[redacted]
[redacted]	UNIT COORDINATOR SR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	105.60	[redacted]	[redacted]
[redacted]	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular	[redacted]	0.9	[redacted]	VCNA	76.69	[redacted]	[redacted]
[redacted]	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular	[redacted]	0.9	[redacted]	VCNA	95.23	[redacted]	[redacted]
[redacted]	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	1	[redacted]	LOANB	0.00 MED	MEDICAL DISABILITY	[redacted]
[redacted]	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	[redacted]
[redacted]	INSTRUMENT TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	272.88	[redacted]	[redacted]
[redacted]	FOOD SERVICE AIDE NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	[redacted]
[redacted]	MEDICAL ASSISTANT	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	OTHER	23.18	[redacted]	[redacted]
[redacted]	BED CONTROL COORDINA	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	PL250	24.00	[redacted]	[redacted]
[redacted]	CENTRAL SERV TECH I	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	320.78	[redacted]	[redacted]
[redacted]	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular	[redacted]	0.9	[redacted]	VCNA	4.65 MED	MEDICAL DISABILITY	[redacted]
[redacted]	RAD TECH V LEAD	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	123.42	[redacted]	[redacted]
[redacted]	RAD TECH II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	[redacted]
[redacted]	MONITOR TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.7	[redacted]	PL250	292.98	[redacted]	[redacted]
[redacted]	LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	19.44	[redacted]	[redacted]
[redacted]	MGR RISK AND PATIENT S	SMC	SETON MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular	[redacted]	1	[redacted]	MGMT	43.69	[redacted]	[redacted]
[redacted]	STAFF NURSE I	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	VCNA	327.97	[redacted]	[redacted]
[redacted]	SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	44.80	[redacted]	[redacted]
[redacted]	LEAD FOOD SERVICES	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.938	[redacted]	PL250	145.49	[redacted]	[redacted]
[redacted]	SPEECH THERAPIST NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	[redacted]
[redacted]	TRANSPORTER	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	110.73	[redacted]	[redacted]
[redacted]	CENTRAL SERV TECH II	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	318.90	[redacted]	[redacted]
[redacted]	PATHOLOGY ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	28.88	[redacted]	[redacted]
[redacted]	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	VCNA	21.35	[redacted]	[redacted]
[redacted]	FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	195.72	[redacted]	[redacted]
[redacted]	SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	51.20	[redacted]	[redacted]
[redacted]	PHRM BYR/LIN MGR	SMC	SETON MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular	[redacted]	1	[redacted]	MGMT	217.05	[redacted]	[redacted]
[redacted]	PHARMACIST	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	OTHER	84.76	[redacted]	[redacted]
[redacted]	REGISTRAR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	[redacted]
[redacted]	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	VCNA	211.98	[redacted]	[redacted]
[redacted]	MAINTENANCE PAINTER	SMC	SETON MEDICAL CENTER	Non-Exempt	L39	Local 39 Stationary Engineers	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL39	20.67 ILOA	INTERMITENT LEAVE	[redacted]
[redacted]	PROG COORD, HEMODIAL	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	[redacted]
[redacted]	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	VCNA	80.06	[redacted]	[redacted]
[redacted]	RAD TECH I NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	[redacted]
[redacted]	PALLIATIVE CARE COORD	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	OTHER	137.52	[redacted]	[redacted]
[redacted]	UNIT COORDINATOR SR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.7	[redacted]	PL250	14.67	[redacted]	[redacted]
[redacted]	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	[redacted]
[redacted]	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	VCNA	333.79	[redacted]	[redacted]
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	PL250	7.57	[redacted]	[redacted]
[redacted]	SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	PL250	141.56	[redacted]	[redacted]
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	40.00	[redacted]	[redacted]

PHARMACIST 10 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0.00		
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	209.81		
CLINICAL DIETITIAN	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		OTHER	93.68		
STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00		
PHYS THER II	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular		0.8		OTHER	110.22		
RAD TECH IV NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00		
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	90.09		
FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.5		PL250	131.08		
ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	33.09		
OCC THERAPIST II	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular		0.9		OTHER	180.49		
PHYS THER II	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	286.28		
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	53.09		
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	203.07		
CREDENTIAL COORDINATI	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		OTHER	137.47		
CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	316.60		
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	100.25		
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	12.35		
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	181.77		
FOOD SERVICE AIDE NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00		
NUC MED TECH LEAD	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	29.97		
CLIN LAB SCIENTIST II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	PDIEM	Per Diem		0.013		$ -	0.00		
MGR ENVIRONMENTAL SI	SMC	SETON MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular		1		MGMT	355.39		
FOOD SERVICE AIDE	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	220.16		
CLIN LAB SCIENTIST II	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	FTREG	Full Time Regular		1		PTO20	275.06		
PHYS THER II	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular		0.8		OTHER	248.55		
TRANSPORTER	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.5		PL250	19.00		
CLIN SOCIAL WORKER	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular		0.8		OTHER	100.79		
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	124.56		
FOOD SERVICE AIDE NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00		
CERT NURSE ASST NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00	MED	MEDICAL DISABILITY
MEDICAL PHYSICIST NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		SNOAC	0.00		
CERT NURSE ASST NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00		
ANESTHESIA TECH SR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	355.05		
CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	25.60		
ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	331.72		
CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	60.80		
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	102.81		
STAFFING CLERK	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	171.27		
CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	39.30		
PHARMACY TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	311.72		
REGISTRAR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00		
CLIN SOCIAL WORKER LEA	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	360.00		
STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00		
CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	215.00		
LVN NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00		
CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	56.00	PERS	PERSONAL LEAVE OF ABSEI
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	13.71		
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	3.76		
CONSOLE OPERATOR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	154.01		
DRIVER	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	287.76		
LAB ASST III/PHLEB/PROC	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00		
CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	291.82		
RAD TECH III LEAD	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	319.95	WC	WORKERS' COMPENSATION
PHARMACIST 10 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	344.03		
CLINICAL LAB TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	92.60		
CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	202.54		
STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00		
STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00		
CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	41.60		
DIRECTOR FINANCE	SMC	SETON MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	145.54	MED	MEDICAL DISABILITY
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	65.11		
CLIN LAB SCIENTIST II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	PDIEM	Per Diem		0.013		$ -	0.00		
NURSE MANAGER	SMC	SETON MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular		1		MGMT	0.00		
RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	37.78	MED	MEDICAL DISABILITY
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	19.76		
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	113.28		
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	207.92		
CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		1		PL250	283.72		
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	65.87		
STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00		
STAFF NURSE II 12 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00		
DIRECTOR, EMERGENCY	SMC	SETON MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	18.80		
UNIT COORDINATOR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.75		PL250	242.51		
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	15.30		
RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		0.9		PL250	184.24		
STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		SNOAC	0.00		
PATIENT RELATIONS REP	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		OTHER	74.25		
CLIN LAB SCIENTIST LEAD	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	FTREG	Full Time Regular		1		PTO20	49.47		
COOK	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	72.69		
SUP WAREHOUSE	SMC	SETON MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		OTHER	299.26		
STAFF NURSE II 12 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00		
STAFF NURSE II 12 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00		
DRIVER	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	394.11		
PHARMACIST 10 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0.00		
ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	248.09		
PRE-ADMISSION REGISTR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	41.74		
FOOD SERVICE AIDE NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00		
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	84.84		
PHARMACIST 10 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Full Time Regular		1		OTHER	299.47		
OFFICE COORDINATOR	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	58.10		
STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		LOANB	0.00		
CLIN LAB SCIENTIST II	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	FTREG	Full Time Regular		1		PTO20	181.97		
CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	134.47		
APPRENTICE ENGINEER	SMC	SETON MEDICAL CENTER	Non-Exempt	L39	Local 39 Stationary Engineers	FTREG	Full Time Regular		1		PL99	76.92		
ACTIVITIES COORD NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0.00		
STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00		
RCP I 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.6		PL250	185.95		
RAD TECH V	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	26.95		
STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	8.40		
PHARMACIST	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	12.40		
REGISTRAR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	295.89		
RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	230.61		

	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	35.43				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	3.98				
	CLINICAL LAB TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	91.42				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0 9		VCNA	35.08				
	COOK NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	DIR LONG TERM CARE NU	SMC	SETON MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	0 00				
	STAFF NURSE II 12 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	315 72				
	SR HR GENERALIST	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		OTHER	259.78				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	3.71	MED	MEDICAL DISABILITY		
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	MDS COORDINATOR	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular		0.8		OTHER	38.21				
	UNIT COORDINATOR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	130.64	ILOA	INTERMITENT LEAVE		
	INFECTION PREVENTIONIS	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	PTREG	Part Time Regular		0.8		OTHER	5 02				
	DIR STAFF DEVELOPMENT	SMC	SETON MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	0 00				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0 00				
	PROGRAM COORDINATOI	SMC	SETON MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	PTREG	Part Time Regular		0.8		OTHER	58.07				
	ADM NURSE SUP II NB	SMC	SETON MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	PDIEM	Per Diem		0.013		$ -	0.00				
	TRANSPORTER	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	13.26				
	STAFF NURSE II 12 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0 00				
	PHYSICIAN LIAISON	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	220.91				
	ULTRASOUND TECH III	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	146.80				
	LAB ASST III/PHLEB/PROC	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	DIR INFECTION PREVENTI	SMC	SETON MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	0.00				
	ER TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	157.80				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0 00				
	LAB ASST III/PHLEB/PROC	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	ER TECH NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	130.60				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II 12 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	ENV SVCS TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	272.57				
	MED REC CLERK III	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	267.28				
	RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0 9		PL250	208 41				
	*STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VCNA	282.16				
	REGISTRAR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0 00				
	CERT NURSE ASST NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	CENTRALIZED SCHEDULER	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	78.43				
	RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	213.92				
	OCC THERAPIST II	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular		0.6		OTHER	74.99				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0 00				
	RAD TECH IV	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	53.54				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	8.12				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0 9		VCNA	419.56				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	28.13				
	INSTRUMENT TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	153 08				
	RAD TECH V	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	101.57				
	CHIEF FINANCIAL OFFICER	SMC	SETON MEDICAL CENTER	Exempt	ADM	Non-Union, Administration	FTREG	Full Time Regular		1		LPTO	0.00				
	FILE CLERK	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	25.48				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0 6		VCNA	9 95				
	STAFF NURSE II 12 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II 12 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0 00				
	REGISTRAR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	114 72				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	8.00				
	ULTRASOUND TECH II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0 00				
	CLINICAL NURSE MANAGI	SMC	SETON MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular		1		MGMT	10.28				
	LEAD ECHO TECHNICIAN I	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	217 05				
	SPEECH THERAPIST	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular		0.8		OTHER	164.70				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VCNA	215.15				
	CLIN LAB SCIENTIST II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	L20	Engineers and Scientists of California	PDIEM	Per Diem		0.013		$ -	0.00				
	OCC THERAPIST II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0.00				
	CARE MANAGER NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0.00				
	PHARMACIST	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular		0.5		OTHER	87.86				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	73.97				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0 00				
	RCP I 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	199.12				
	RCP II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.9		PL250	97 32				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	9 22				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0 00				
	INTAKE COORDINATOR NI	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	SHRG	Short Hour Regular		0.4		$ -	0.00				
	COOK	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	290.48				
	INTERIM DIR OF SURG SEF	SMC	SETON MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	168.42				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	CENTRAL SERV TECH I	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	90.88				
	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	82.64				
	LAB ASST III/PHLEB/PROC	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem		0.013		$ -	0.00				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	104 00				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		VCNA	79 40				
	DIR PHARMACY	SMC	SETON MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	138.95				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VCNA	816.84				
	RECREATION THERAPIST	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular		0.8		OTHER	110.13				
	PHARMACY TECH	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	139 46				
	OFFICE COORDINATOR SR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	114.88				
	CASE MGMT OFFICE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		OTHER	88.03				
	DIR NUTRITION & FOOD S	SMC	SETON MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	5 08				
	CERT NURSE ASST	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0.8		PL250	189.00				
	PHARMACIST	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular		0.8		OTHER	217 96				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	494.27				
	LAB ASST II/PHLEB	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular		0 75		PL250	265.48				
	PHARMACIST 10 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0.00				
	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.9		VCNA	38.51				
	STAFF NURSE II 12 HR NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	OFFICE COORDINATOR SR	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	258.53				
	TRANSPORTER	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	184.35				
	PHYS THER II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		$ -	0 00				
	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		$ -	0.00				
	SR LVN	SMC	SETON MEDICAL CENTER	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular		1		PL250	251.26				

[redacted]	STAFF NURSE II NB	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem	[redacted]	0.013	[redacted]	SNDAC	0.00	[redacted]	Sign-On/Re 3/5/2019
[redacted]	STAFF NURSE II 12 HR	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular	[redacted]	0.9	[redacted]	VCNA	91.52	[redacted]	
[redacted]	STAFF NURSE II	SMC	SETON MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	VCNA	121.41	[redacted]	
[redacted]	SNF STAFF RN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	4.80	[redacted]	
[redacted]	SR LVN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	187.14 WC	WORKERS' COMPENSATION	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	353.61	[redacted]	
[redacted]	SNF STAFF RN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	85.85 MED	MEDICAL DISABILITY	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0 6	[redacted]	PL250	48.00	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	191.14	[redacted]	
[redacted]	UNIT COORDINATOR	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	208.74	[redacted]	
[redacted]	PHYS THER AIDE	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	130.41	[redacted]	
[redacted]	ENV SVCS TECH	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	87 90	[redacted]	
[redacted]	LVN NB	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	
[redacted]	LINEN SERVICE WORKER	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	141.05 MED	MEDICAL DISABILITY	
[redacted]	ADMIN EMERGENCY NUR	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	OTHER	8.92	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	75.92 MED	MEDICAL DISABILITY	
[redacted]	SR LVN NB	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	175 16	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	427.61	[redacted]	
[redacted]	LVN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	6.40	[redacted]	
[redacted]	REGISTRAR	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.9	[redacted]	PL250	126.79	[redacted]	
[redacted]	ENV SVCS TECH	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	321.42	[redacted]	
[redacted]	ENV SVCS TECH NB	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	PL250	0.64	[redacted]	
[redacted]	SNF STAFF RN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	204 95	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	307.72	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	203.61	[redacted]	
[redacted]	SR LVN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	194.24	[redacted]	
[redacted]	LEAD SNF STAFF RN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	51.79	[redacted]	
[redacted]	BAD TECH II NB	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	
[redacted]	DIETARY CLERK NB	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0 00	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	173.79	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	262.22	[redacted]	
[redacted]	CERT NURSE ASST NB	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0 00	[redacted]	
[redacted]	DIETARY CLERK	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	276.91 MED	MEDICAL DISABILITY	
[redacted]	DIETARY CLERK	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	LOANB	41.10 MED	MEDICAL DISABILITY	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	515.72	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	60.50	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	LOANB	23.06 C100	C,EMED,FMLA,CFRA,SL	
[redacted]	ENV SVCS TECH	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	416.11 MED	MEDICAL DISABILITY	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	308.60	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	32.00	[redacted]	
[redacted]	SNF STAFF RN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	57.50	[redacted]	
[redacted]	SNF STAFF RN NB	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	
[redacted]	REGISTRAR	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0 9	[redacted]	PL250	331.22	[redacted]	
[redacted]	BUSINESS OFFICE MANAG	SMC	SETON MEDICAL CENTER COASTSIDE	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular	[redacted]	1	[redacted]	MGMT	215.61	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	323.72	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	260.88	[redacted]	
[redacted]	SNF STAFF RN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	199 32	[redacted]	
[redacted]	DIETARY CLERK NB	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	256.08	[redacted]	
[redacted]	SUP RADIOLOGY	SMC	SETON MEDICAL CENTER COASTSIDE	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	OTHER	173.85	[redacted]	
[redacted]	LVN NB	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0 00	[redacted]	
[redacted]	DIETARY CLERK	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	114.01	[redacted]	
[redacted]	LAB ASST II/PHLEB	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.625	[redacted]	PL250	141.04	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	403.48	[redacted]	
[redacted]	CERT NURSE ASST NB	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0 00	[redacted]	
[redacted]	DIETARY CLERK II	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	345.80	[redacted]	
[redacted]	CERT NURSE ASST NB	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0 00	[redacted]	
[redacted]	CERT NURSE ASST NB	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	
[redacted]	SR LVN NB	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0 00	[redacted]	
[redacted]	SR LVN NB	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	
[redacted]	SNF STAFF RN NB	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	
[redacted]	ADMIN EMERGENCY NUR	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	OTHER	55.45	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	323.72	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	117.80	[redacted]	
[redacted]	LEAD SNF STAFF RN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	429 62	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	398.84	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	283.61	[redacted]	
[redacted]	SNF STAFF RN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	335.76	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	162.24	[redacted]	
[redacted]	SR LVN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	PL250	95.40	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	170.72	[redacted]	
[redacted]	ENV SVCS TECH	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	108.80	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	120.96	[redacted]	
[redacted]	SNF STAFF RN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	LOANB	11.08 PERS	PERSONAL LEAVE OF ABSEN	
[redacted]	SNF STAFF RN NB	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	
[redacted]	SNF STAFF RN NB	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00 MED	MEDICAL DISABILITY	
[redacted]	LVN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	PL250	31.38	[redacted]	
[redacted]	CLINICAL DIETICIAN/SUPE	SMC	SETON MEDICAL CENTER COASTSIDE	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	OTHER	131.12	[redacted]	
[redacted]	LVN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0 6	[redacted]	PL250	16.00	[redacted]	
[redacted]	SR LVN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	340.60	[redacted]	
[redacted]	DIRECTOR OF NURSING SI	SMC	SETON MEDICAL CENTER COASTSIDE	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular	[redacted]	1	[redacted]	LPTO	44 96 MED	MEDICAL DISABILITY	
[redacted]	BAD TECH II NB	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0.00	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	323.72	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	194.20	[redacted]	
[redacted]	LEAD SNF STAFF RN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	314 72	[redacted]	
[redacted]	SR LVN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	313.15 MED	MEDICAL DISABILITY	
[redacted]	SR LVN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	235 61	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	189 60	[redacted]	
[redacted]	MDS COORDINATOR	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0 00	[redacted]	
[redacted]	SR LVN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	21.59	[redacted]	
[redacted]	ENV SVCS TECH	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	PL250	99 40	[redacted]	
[redacted]	COORD LAB & ANCILLARY	SMC	SETON MEDICAL CENTER COASTSIDE	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	OTHER	26.17	[redacted]	
[redacted]	LEAD LINEN WORKER	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	312.49	[redacted]	
[redacted]	SR LVN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	84.80	[redacted]	
[redacted]	ENV SVCS TECH	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0 9	[redacted]	PL250	21.60	[redacted]	
[redacted]	MED REC CLERK III	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	259.72	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	56.87	[redacted]	
[redacted]	LVN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	108.80	[redacted]	
[redacted]	STAFFING CLERK	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$ -	0 00	[redacted]	
[redacted]	SR LVN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	61.98	[redacted]	
[redacted]	SR LVN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	193 27 MED	MEDICAL DISABILITY	

[redacted]	LVN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	19.07	[redacted]	[redacted]	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	315 72	MED	MEDICAL DISABILITY	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	419.72	[redacted]	[redacted]	[redacted]	
[redacted]	SOCIAL SERVICES ASSISTA	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	OTHER	360.00	[redacted]	[redacted]	[redacted]	
[redacted]	LVN NB	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$	- 0.00	[redacted]	[redacted]	[redacted]	
[redacted]	SNF STAFF RN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	352.89	[redacted]	[redacted]	[redacted]	
[redacted]	DIETARY CLERK NB	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$	- 0.00	[redacted]	[redacted]	[redacted]	
[redacted]	LEAD SNF STAFF RN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	0 00	[redacted]	[redacted]	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	411.74	[redacted]	[redacted]	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	160.00	[redacted]	[redacted]	[redacted]	
[redacted]	CERT NURSE ASST NB	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$	- 0.00	[redacted]	[redacted]	[redacted]	
[redacted]	SNF STAFF RN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	99 28	[redacted]	[redacted]	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	259.72	[redacted]	[redacted]	[redacted]	
[redacted]	LVN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	PL250	28.05	[redacted]	[redacted]	[redacted]	
[redacted]	ADMIN EMERGENCY NUR	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	OTHER	197.32	MED	MEDICAL DISABILITY	[redacted]	
[redacted]	ACTIVITIES ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	OTHER	354.27	[redacted]	[redacted]	[redacted]	
[redacted]	SR LVN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	355.72	[redacted]	[redacted]	[redacted]	
[redacted]	SR LVN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	65.93	[redacted]	[redacted]	[redacted]	
[redacted]	ENV SVCS TECH	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	51.32	[redacted]	[redacted]	[redacted]	
[redacted]	ADMIN EMERGENCY NUR	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$	- 0 00	[redacted]	[redacted]	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	PL250	92.72	[redacted]	[redacted]	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	24.00	[redacted]	[redacted]	[redacted]	
[redacted]	LVN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	56.00	[redacted]	[redacted]	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	87 48	[redacted]	[redacted]	[redacted]	
[redacted]	STATIONARY ENGINEER	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	L39	Local 39 Stationary Engineers	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL39	323.04	[redacted]	[redacted]	[redacted]	
[redacted]	PHYS THER ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	PL250	299 71	[redacted]	[redacted]	[redacted]	
[redacted]	SNF STAFF RN NB	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$	- 0.00	[redacted]	[redacted]	[redacted]	
[redacted]	MED REC CLERK III	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	126.99	[redacted]	[redacted]	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	390.48	[redacted]	[redacted]	[redacted]	
[redacted]	DIETARY CLERK NB	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$	- 0.00	[redacted]	[redacted]	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	267.72	[redacted]	[redacted]	[redacted]	
[redacted]	PHYS THER I	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	OTHER	20.52	[redacted]	[redacted]	[redacted]	
[redacted]	RAD TECH I NB	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$	- 0.00	[redacted]	[redacted]	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	339 72	[redacted]	[redacted]	[redacted]	
[redacted]	SR LVN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	PL250	189.28	MED	MEDICAL DISABILITY	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	363.74	[redacted]	[redacted]	[redacted]	
[redacted]	ENV SVCS TECH	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	72.24	[redacted]	[redacted]	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	161.23	[redacted]	[redacted]	[redacted]	
[redacted]	INTERIM DIR NURSING SE	SMC	SETON MEDICAL CENTER COASTSIDE	Exempt	DIR	Non-Union, Director	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$	- 0.00	[redacted]	[redacted]	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	260.51	[redacted]	[redacted]	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	155.20	[redacted]	[redacted]	[redacted]	
[redacted]	ADMIN EMERGENCY NUR	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular	[redacted]	0 6	[redacted]	OTHER	120 67	[redacted]	[redacted]	[redacted]	
[redacted]	REGISTRAR	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0 6	[redacted]	PL250	308.30	MED	MEDICAL DISABILITY	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	50 45	[redacted]	[redacted]	[redacted]	
[redacted]	LVN	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PL250	159 96	[redacted]	[redacted]	[redacted]	
[redacted]	CERT NURSE ASST NB	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	$	- 0 00	[redacted]	[redacted]	[redacted]	
[redacted]	CERT NURSE ASST	SMC	SETON MEDICAL CENTER COASTSIDE	Non-Exempt	SEIU2	NUHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PL250	370.61	[redacted]	[redacted]	[redacted]	
[redacted]	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	50.87	[redacted]	[redacted]	[redacted]	
[redacted]	PRACT, RESP CARE-12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	83.08	[redacted]	[redacted]	[redacted]	
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	PTO-U	17.50	[redacted]	[redacted]	[redacted]	
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	0.00	[redacted]	[redacted]	[redacted]	
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	171.84	[redacted]	[redacted]	[redacted]	
[redacted]	RN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	142.86	[redacted]	[redacted]	[redacted]	
[redacted]	RN 12HR SPEC TRAINING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	37.81	[redacted]	[redacted]	[redacted]	
[redacted]	PRACT, NEONATAL RESP C	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	143.43	[redacted]	[redacted]	[redacted]	
[redacted]	WORKER, FOOD SERVICE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	66.74	[redacted]	[redacted]	[redacted]	
[redacted]	MENTAL HEALTH WORKEI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	342.44	[redacted]	[redacted]	[redacted]	
[redacted]	SECTY, UNIT 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	FNOAC	0.00	FM	FMLA - FED FAMILY/MEDIC	[redacted]	
[redacted]	DIR-COMMUNITY HEALTH	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular	[redacted]	1	[redacted]	UPTO	69 41	[redacted]	[redacted]	[redacted]	
[redacted]	ASST, LAB	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	25.84	[redacted]	[redacted]	[redacted]	
[redacted]	RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PTO-U	8.70	[redacted]	[redacted]	[redacted]	
[redacted]	TECH, PHARMACY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	17.88	[redacted]	[redacted]	[redacted]	
[redacted]	SECTY, UNIT-12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-S	81.71	[redacted]	[redacted]	[redacted]	
[redacted]	CLERK - PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]	[redacted]	[redacted]	
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	0.00	CLOA	CONTINUOUS LEAVE	[redacted]	
[redacted]	TECH,CERTIFD HEMODIAL	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0 00	[redacted]	[redacted]	[redacted]	
[redacted]	WORKER, FOOD SERVICE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular	[redacted]	0.75	[redacted]	PTO-S	158.87	[redacted]	[redacted]	[redacted]	
[redacted]	SECTY, UNIT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	62.38	[redacted]	[redacted]	[redacted]	
[redacted]	CERTIFIED PHLEB TECHNIC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	243.09	[redacted]	[redacted]	[redacted]	
[redacted]	TECH, EMERGENCY MED	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0 00	[redacted]	[redacted]	[redacted]	
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	48.71	[redacted]	[redacted]	[redacted]	
[redacted]	ASST, DEPT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	62.41	[redacted]	[redacted]	[redacted]	
[redacted]	RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	9.83	[redacted]	[redacted]	[redacted]	
[redacted]	RN 12HR SPEC TRAINING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	57 40	[redacted]	[redacted]	[redacted]	
[redacted]	SECTY, UNIT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	282.70	[redacted]	[redacted]	[redacted]	
[redacted]	TECH, EMERGENCY MED	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	178.70	[redacted]	[redacted]	[redacted]	
[redacted]	TECH, RADIOLOGY-PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0 00	[redacted]	[redacted]	[redacted]	
[redacted]	COOK - PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0 00	[redacted]	[redacted]	[redacted]	
[redacted]	RN 12HR NEW GRAD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	248.39	[redacted]	[redacted]	[redacted]	
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	83.51	[redacted]	[redacted]	[redacted]	
[redacted]	COOK, GRILL	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	26.67	[redacted]	[redacted]	[redacted]	
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	4 22	ILOA	INTERMITTENT LEAVE	[redacted]	
[redacted]	CLERK, ADMITTING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	204.65	[redacted]	[redacted]	[redacted]	
[redacted]	COOK	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	155.14	[redacted]	[redacted]	[redacted]	
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	23.42	ILOA	INTERMITTENT LEAVE	[redacted]	
[redacted]	PRACT, RESP CARE-12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	224.27	[redacted]	[redacted]	[redacted]	
[redacted]	HCT-CERTIFIED PHLEBOTC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	67 93	[redacted]	[redacted]	[redacted]	
[redacted]	RN I 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0 00	[redacted]	[redacted]	[redacted]	
[redacted]	LVN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	141.39	ILOA	INTERMITTENT LEAVE	[redacted]	
[redacted]	PRACT, SR RESP CARE PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0 00	[redacted]	[redacted]	[redacted]	
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	138.55	[redacted]	[redacted]	[redacted]	
[redacted]	COORD, DATA MGT&INFC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]	[redacted]	[redacted]	
[redacted]	TECH, CENTRAL SERVICE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	220.25	[redacted]	[redacted]	[redacted]	
[redacted]	TRANSPORTER - PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]	[redacted]	[redacted]	
[redacted]	CLERK - PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]	[redacted]	[redacted]	
[redacted]	RADIATION THERAPIST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	383.66	[redacted]	[redacted]	[redacted]	
[redacted]	HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	49.35	[redacted]	[redacted]	[redacted]	
[redacted]	TRANSPORTER	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	542.83	[redacted]	[redacted]	[redacted]	
[redacted]	RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PTO-U	79 03	[redacted]	[redacted]	[redacted]	
[redacted]	TECH, MRI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	915 84	[redacted]	[redacted]	[redacted]	
[redacted]	WORKER, FOOD SERVICE-	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]	[redacted]	[redacted]	
[redacted]	STROKE COORDINATOR-N	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]	[redacted]	[redacted]	

SECTY, UNIT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	152.13			
RN 12HR NEW GRAD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	71.65			
RN II 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	189.02			
CERT NURSING ASST-12HI	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular		0.6		PTO-S	50.77			
LVN 12 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTREG	Part Time Regular		0.6		PTO-S	41.23			
RN II 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	9.40	ILOA	INTERMITTENT LEAVE	
RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	8.93			
CERT NURSING ASST-12HI	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	11.64			
RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	120.98	ILOA	INTERMITTENT LEAVE	
PRACT, SR RESP CARE-12I	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	20.00			
CLERK - PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00			
RN 12HR PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00			
SR. ANALYST, DECISION SL	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	PTREG	Part Time Regular		0.6		FFPTO	169.22			
MDS COORDINATOR-10HI	DSF	ST FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		FFPTO	309.57			
RN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	48.90			
CERT NURSING ASST	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular		0.8		PTO-S	14.53			
CLINICAL STROKE NURSE I	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FFPTO	151.97			
WORKER, FOOD SERVICE-	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00			
RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	173.18			
RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	295.82			
CLERK, PRE-REGISTRATIO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	457.18			
RN 12 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	77.14			
TECH,CERT'FD HEMODIAL	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	32.00			
MECH, MAINTENANCE	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	319.95			
RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	384.38			
TECH, SURGICAL 8HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	427.19			
LVN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.8		PTO-S	100.55			
SECTY, UNIT	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	583.60			
LEAD LAB ASST	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	185.62			
TECH, EMERGENCY MED-	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	528.06			
RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	81.95			
OFFICER, SECURITY	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FFPTO	92.18			
RN 12HR NEW GRAD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	101.40			
CLS-8HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular		0.75		FFPTO	61.88			
TECH, EMERGENCY MED-	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	233.00			
RN 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00			
RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	55.28			
RN 12HR NEW GRAD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	157.05			
RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	100.76			
RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	208.92	CLOA	CONTINUOUS LEAVE	
SUPV-ADMIN HOUSE PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SUPNE	Non-Union, Supervisor Non-Exempt	PDIEM	Per Diem		0.013		FNOAC	0.00			
CLS-8HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FFPTO	227.90			
LICENSED OPS MECHANIC	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	576.00			
TECH, CARDIO	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		FNOAC	269.28	WC	WORKERS COMP	
SECTY, UNIT	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular		0.6		PTO-S	8.25			
RN I 8HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	126.66			
RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	73.83			
TECH, EMERGENCY MED -	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00			
RN 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00			
TECH, RADIOLOGY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	222.88			
RN I 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTWO	Part Time Wage Option		0.6		FNOAC	0.00			
TECH,HEARING SCREENER	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	128.69			
RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	48.42			
TECH, CT	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	356.95			
RN 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00			
MENTAL HEALTH WORKE	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	64.55			
CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	254.74			
RN I 12HR WO	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTWO	Part Time Wage Option		0.45		FNOAC	0.00			
CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	80.01			
RN II 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	57.66	ILOA	INTERMITTENT LEAVE	
ATTEND, COMMUNICATIC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular		0.65		PTO-S	889.78			
RN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	151.40			
LVN 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTWO	Full Time Wage Option		0.9		FNOAC	0.00			
HOST/HOSTESS	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	26.72			
MSW/MFT-MEDICAL SOC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	334.31			
CERTIFIED PHLEB TECHNI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	45.41			
RN III 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	289.02			
RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	106.38			
AIDE, DIETARY-PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00			
RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	80.06			
RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	24.59			
OFFICER, SECURITY	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FFPTO	92.51			
CLINICAL DIR-MED SURG	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	353.41			
OFFICER, SECURITY	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FFPTO	64.63			
HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	56.80			
CLERK, STOREROOM	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	90.94			
RN 12HR NEW GRAD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	48.25			
RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	154.58			
OFFICER, SECURITY	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FFPTO	126.85			
TAR CLERK	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	273.53			
PRACT, NEONATAL RESP C	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	158.43			
RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	94.82			
CLS-10HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FFPTO	105.67			
TECH, OB SURGICAL 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	59.37			
ASST, PT CERT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	326.89			
DIR-DECISION SUPPORT	DSF	ST FRANCIS MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	100.06			
APPEALS COORDINATOR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular		0.6		FFPTO	57.18			
CLINICAL SUPV-MEDSURG	DSF	ST FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		FFPTO	44.44			
PRACT, SR RESP CARE PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00			
HOUSEKEEPING TECH	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	216.46			
TECH, RADIOLOGY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	281.79			
TECH, CT - PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00			
RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	382.37			
TECH, CENTRAL SERVICE	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	473.49			
TRANSPORTER	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	86.16			
CERT NURSING ASST-12HI	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	49.20			
HOUSEKEEPING TECH	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	277.91			
CERT NURSING ASST - PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00			
TECH, CENTRAL SERVICE	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular		0.5		PTO-S	244.09			
RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	46.06			
PRACT, SR RESP CARE-12I	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	367.06			
SECTY, UNIT	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	17.42			

	TECH, PHARMACY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	1	PTO-S	266.32				
	0	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	37.52				
	TECH, SURGICAL 8HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	1	PTO-S	521.20				
	BILLER	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	1	PTO-S	494.05				
	RN I 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	0.013	FNOAC	0.00				
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	51.35				
	RN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	294.17				
	CERTIFIED PHLEB TECHNIC	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	1	PTO-S	134.09				
	RN I 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	0.013	FNOAC	0.00				
	HOUSEKEEPING TECH	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	1	PTO-S	194.72				
	TECH, RADIOLOGY-PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	0.013	FNOAC	0.00				
	RN III 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	41.70				
	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular	0.75	PTO-S	14.54				
	HOUSEKEEPING TECH-PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem	0.013	FNOAC	0.00				
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	116.27				
	RN III 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	80.31	ILOA	INTERMITTENT LEAVE		
	RN CASE MGR I 8 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	1	PTO-U	217.54				
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	94.63				
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	43.84				
	DIETICIAN - PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem	0.013	FNOAC	0.00				
	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	1	PTO-S	91.53				
	CLINICAL SUP-LABOR & DI	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular	1	FPPTO	30.22				
	TECH, CENTRAL SERVICE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	1	PTO-S	262.80				
	RN 12HR PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	0.013	FNOAC	0.00				
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	43.41				
	CERT NURSING ASST-12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	0.9	PTO-S	193.30				
	CLS - PD 8 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem	0.013	FNOAC	0.00				
	RN 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	0.013	FNOAC	0.00				
	CLINICAL SUPV-ICU	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular	1	FPPTO	177.65				
	SECTY, UNIT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	1	PTO-S	85.68				
	FINANCIAL COUNSELOR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	1	PTO-S	370.10				
	CLERK 2	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	1	FNOAC	0.00	WC	WORKERS COMP		
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	85.71				
	INFECTION PREVENTIONIS	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular	1	FPPTO	43.56				
	PAINTER	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	TEMP	Temp	1	FNOAC	0.00				
	RN II 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	184.71				
	TECH, MRI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTREG	Part Time Regular	0.75	PTO-S	304.28				
	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	18.65	ILOA	INTERMITTENT LEAVE		
	RN II 8HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	156.16				
	RN 12HR SPEC TRAINING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	137.16				
	RN III 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	167.31				
	CLIN EDUCATOR,LACTATN	DSF	ST FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular	1	FPPTO	45.02				
	SECTY, UNIT-12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	0.9	PTO-S	209.70				
	MAP RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular	0.6	PTO-U	146.20				
	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	561.21				
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	62.15				
	CERT NURSING ASST	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	1	FPPTO	13.18				
	SUPV-BLOOD BANK 8HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SUPNE	Non-Union, Supervisor Non-Exempt	FTREG	Full Time Regular	1	FPPTO	131.11				
	RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	61.89				
	HOUSEKEEPING TECH	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	1	PTO-S	37.20				
	SECTY, SR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	1	PTO-S	141.02				
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	52.47				
	TECH, PHARMACY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	1	PTO-S	27.45				
	CLINICAL SUPV-MEDSURG	DSF	ST FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular	1	FPPTO	187.97				
	CLERK, ADMITTING	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	1	PTO-S	25.39	ILOA	INTERMITTENT LEAVE		
	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	179.80				
	TECH, EMERGENCY MED-	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	0.9	PTO-S	89.55				
	HOUSEKEEPING TECH	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	1	PTO-S	103.40				
	RN I 10HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular	1	PTO-U	68.97				
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	73.91				
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	71.47				
	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular	0.6	PTO-U	18.94				
	PET TEAM ASSOCIATE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	1	PTO-S	399.18				
	HOUSEKEEPING TECH	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	1	PTO-S	27.44				
	TRANSPORTER	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	1	PTO-S	63.79				
	CERTIFIED LACTATION ED	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	1	FPPTO	157.63				
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	63.70				
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	56.25				
	RN II 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular	0.6	PTO-U	37.76				
	RN III 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	113.81				
	LVN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	0.9	PTO-S	598.18				
	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	-0.01				
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular	0.6	PTO-U	32.34				
	RN I 10HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	1	PTO-U	496.00				
	RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	549.01				
	DIR-EVS SERVICES	DSF	ST FRANCIS MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular	1	LPTO	0.00				
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	77.00				
	WORKER, FOOD SERVICE-	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem	0.013	FNOAC	0.00				
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	14.84				
	TECH, NUC MEDICINE-PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	0.013	FNOAC	0.00				
	EXEC DIR-PHARMACY OPS	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular	1	LPTO	0.00				
	COORD, PATIENT SATISFA	DSF	ST FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular	1	FPPTO	22.57				
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular	0.6	PTO-U	22.19				
	PRACT, RESP CARE-12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	0.9	PTO-S	48.76				
	CLS-8HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	1	FNOAC	0.00	CLOA	CONTINUOUS LEAVE		
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	121.74				
	CERT NURSING ASST	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	1	PTO-S	127.64				
	CERTIFIED PHLEB TECHNIC	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	1	PTO-S	200.43			Referral	1/22/2019
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	138.70				
	TECH,CATH LAB CVRT I 10	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	1	PTO-S	78.43				
	TECH, MRI-PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	0.013	FNOAC	0.00				
	RN 12HR NEW GRAD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	14.25				
	PRACT, NEONATAL RESP C	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	0.9	PTO-S	149.40				
	ATTEND, COMMUNICATIK	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	1	PTO-S	73.77				
	STAFFING SPECIALIST	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	1	FPPTO	244.84				
	RN 12HR NEW GRAD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	128.02				
	OFFICER, SECURITY-PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem	0.013	FNOAC	0.00				
	RN 12HR SPEC TRAINING	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	45.34				
	CLS-10HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	1	FPPTO	383.48			Referral	2/19/2019
	RN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	0.9	PTO-U	43.82				
	TECH, RADIOLOGY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	1	PTO-S	342.42				
	SECTY, UNIT	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular	0.8	PTO-S	254.15				

	TECH, ULTRASOUND-PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0 00		
	DIETICIAN - PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		FNOAC	0.00		
	RN 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	15.93		
	CLINICAL SUPV-8TH FLOO	DSF	ST, FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		FPPTO	20 78		
	EDUCATOR, CLINICAL-8HF	DSF	ST, FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		FPPTO	26.67		
	ASST, DEPT	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	505 65		
	RN I 12HR PD	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	-12.00 ILOA	INTERMITTENT LEAVE	
	RN 12HR PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0 00		
	RN 12HR WO	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option		0.9		FNOAC	0.00	CLOA CONTINUOUS LEAVE	
	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	65.64		
	MENTAL HEALTH WORKEI	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	495.08		
	OFFICER, SECURITY	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	576.00		
	RN II 12HR WO	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option		0.9		FNOAC	0.00		
	PHARMACIST-10 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	482.75		
	RN 12HR NEW GRAD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	92.22		
	MAP RN III 12HR WO	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option		0.9		FNOAC	0.00		
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	48.16		
	RN I 12HR PD	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00		
	RN II 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	95.25		
	TECH, CRITICAL CARE	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	121 47		
	TECH, GI	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	248.25		
	RN 8HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	48.19		
	RN III 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	28.54		
	RN I 12HR WO	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option		0 9		FNOAC	0.00	CLOA CONTINUOUS LEAVE	
	PREM COORD,VOLUNTEE	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	TEMP	Temp		1		FNOAC	0.00		
	RN I 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	24 68		
	EXEC DIR-ANCILLARY SER	DSF	ST, FRANCIS MEDICAL CENTER	Exempt	ADM	Non-Union, Administration	FTREG	Full Time Regular		1		LPTO	0.00		
	TECH, CENTRAL SERVICE	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	284.79 MD	MEDICAL	
	MSW/MFT-MEDICAL SOC	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	97.21		
	RN II 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	87 17		
	CLINICAL DIR-BEHAV HLTH	DSF	ST, FRANCIS MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	98.64		
	RN I 12HR PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00		
	PRE-HOSP CARE DATA SPE	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	518.02		
	CLERK, ADMITTING	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	127 26		
	HOUSEKEEPING TECH-PD	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0 00		
	CLS-10HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	395 66		
	RN II 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	525.72		
	RN - ACUTE DIALYSIS 12 H	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00		
	HOUSEKEEPING TECH-PD	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00		
	CLERK, ADMITTING	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular		0.75		PTO-S	441.61		
	CERTIFIED PHLEB TECHNIC	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	87.45		
	COOK	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	463.13		
	HOUSEKEEPING TECH-PD	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00		
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	173.91		
	TECH, RADIOLOGY	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	352.00		
	CERT NURSING ASST	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	80.52		
	CERTIFIED PHLEB TECHNIC	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	22.92		
	TECH, ULTRASOUND-PD	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00		
	RN II 12HR PD	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00		
	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	163 94		
	PEER REVIEW SPECIALIST	DSF	ST, FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		FPPTO	0.00	WC WORKERS COMP	
	RN 12HR SPEC TRAINING	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	155.06		
	RN 12HR PD	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00		
	HOUSEKEEPING TECH	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	241 95		
	EMPLOYEE HEALTH ASST	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	94.83		
	RN 12HR NEW GRAD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	57 91		
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	98.12		
	CERTIFIED PHLEB TECHNIC	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0 00		
	CLERK, STOREROOM	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	71.94		
	SUPV-DIAGNOSTIC IMAGI	DSF	ST FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		FPPTO	203.47		
	RN I 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	63.87		
	ASST, LAB	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	102.56		
	CERT NURSING ASST	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	288.31		
	TECH, SURGICAL 8HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	38.09		
	CERT NURSING ASST	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	8.89		
	SECTY, UNIT	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	93.55		
	CONTRACT PROGRAM MA	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	38.29		
	ASST, DEPT	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	118 66		
	DISPATCHER, CENTRAL TR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	45.61		
	CERTIFIED LACTATION ED	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	40 99		
	HOUSEKEEPING TECH	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	499.19		
	TECH, CENTRAL SERVICE	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	532.92		
	COORD, INJURY PREVENT	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	553.16		
	RN I 12HR PD	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00		
	RN 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular		0.6		PTO-U	24.88		
	DISCHARGE PLANNER	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	51.15		
	RN I 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	78.59		
	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	103.63		
	LVN II-12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0 9		PTO-S	28.69		
	CARTPERSON PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00		
	TRANSPORTER - PD	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00		
	HOUSEKEEPING TECH	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	347 99		
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	95.90		
	TRAINEE-CATH LAB 10HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	446.46		
	TECH, ULTRASOUND	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	25.27		
	HOUSEKEEPING TECH	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	372.20		
	HOUSEKEEPING TECH-PT I	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTNON	Part Time Non-Benefits		0.5		FNOAC	0.00		
	RN CASE MGR III 4/10	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular		0.5		PTO-U	103.21		
	ATTEND, COMMUNICATIC	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	188.19		
	HOUSEKEEPING TECH	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	227 93		
	TECH, SURGICAL-10HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	38.45		
	RN 12HR NEW GRAD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	24 95		
	RN 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	12.51		
	ATTEND,COMMUNICATIN	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00		
	CLINICAL SUPV-MATERNI	DSF	ST FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		FPPTO	50.28		
	TECH, SURGICAL 8HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	568.84		
	REP, BED CONTROL	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	271.01		
	RN I 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular		0 6		PTO-U	38.85		
	ASST, LAB	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	53.44		
	RN 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	381.87		
	CLERK, ADMITTING-PT 11h	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTNON	Part Time Non-Benefits		0.5		FNOAC	0.00		
	HOUSEKEEPING TECH	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	560 60		

	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	162.70						
	GRILL COOK - PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00						
	HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	118.68						
	CLINICAL SUPV-SURGERY	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		FPPTO	55.42						
	ASST, DEPT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	245.23						
	HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	68.85						
	TECH, SURGICAL 8HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	129.48						
	CLS-8HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	94.75						
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	108.48						
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	475.02						
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	73.13						
	TECH, CENTRAL SERVICE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	529.80						
	FINANCIAL COUNSELOR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	246.26						
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	108.91						
	RN II 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	93.29						
	TECH, EMERGENCY MED-	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	46.52						
	CLINICAL DIR-LABOR & DE	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	0.00						
	WORKER, FOOD SERVICE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	12.92						
	TECH, PHARMACY - PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00						
	RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	298.42						
	RN 12HR NEW GRAD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	89.86						
	PHARMACIST-10 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	0.00 CLOA	CONTINUOUS LEAVE					
	TECH,CATH LAB CVRT I 10	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	110.64 ILOA	INTERMITTENT LEAVE					
	PRACT, SR RESP CARE-12H	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	61.20 CLOA	CONTINUOUS LEAVE					
	CLINICAL SUPV-MATERNIT	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		FPPTO	84.77						
	TECH,CERT'FD HEMODIAL	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	32.00						
	TECH, EMERGENCY MED-	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	88.24						
	EXEC DIR&INTRM VP SYST	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	ADM	Non-Union, Administration	FTREG	Full Time Regular		1		LPTO	93.16						
	HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	50.78						
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	26.16 MD	MEDICAL					
	TECH, ULTRASOUND-PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00 CLOA	CONTINUOUS LEAVE					
	RN 12HR SPEC TRAINING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	44.11						
	ATTEND,COMMUNICATNT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00						
	PRACT, SR RESP CARE-12H	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTREG	Part Time Regular		0.6		PTO-S	148.14						
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	8.13						
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	162.10						
	MENTAL HEALTH WORKEI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	23.26						
	MENTAL HEALTH WORKEI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	250.52						
	PRACT, NEONATAL RESP C	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTREG	Part Time Regular		0.75		PTO-S	94.11						
	CLS-8HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	99.65						
	RN I 8HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	43.19						
	SECTY, UNIT 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	498.85						
	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	212.39						
	RN 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option		0.9		FNOAC	0.00						
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	190.88						
	HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	499.00						
	RN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	83.96						
	RN 8HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	10.11						
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	272.39						
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	96.28						
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	285.37						
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	165.25						
	PRACT, RESP CARE-12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	512.21						
	RN 10HR-PICC LINE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	41.27						
	RN 12HR SPEC TRAINING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	64.82						
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	251.88						
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	402.76						
	OUTREACH SPECIALIST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	189.23						
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	114.68						
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular		0.6		PTO-U	334.76						
	WORKER, FOOD SERVICE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	84.19						
	OFFICER, SECURITY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	322.55						
	RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	93.54						
	PRACT, RESP CARE-12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	65.93						
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	81.21						
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	71.90						
	RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular		0.6		PTO-U	317.19						
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	22.01						
	MECH, MAINTENANCE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	357.40						
	COORD, PHARMACY DEPT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	57.84						
	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	25.05						
	RN III 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option		0.9		FNOAC	0.00						
	RN CASE MGR I 8 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	20.20 ILOA	INTERMITTENT LEAVE					
	CLINICAL MGR-TELEMETR	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular		1		FPPTO	80.00						
	CLINICAL SUPV-MATERNIT	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		0.9		FPPTO	0.00 CLOA	CONTINUOUS LEAVE					
	RN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	92.04						
	TECH, PHARMACY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	162.61 ILOA	INTERMITTENT LEAVE					
	RN 8HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	72.25						
	RN II 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option		0.9		FNOAC	0.00						
	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	93.48						
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	78.78						
	MENTAL HEALTH WORKEI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	54.24						
	HOSPITAL LIAISON-WELCC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	216.92						
	CLINICAL SUP-LABOR & DI	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		FPPTO	8.80						
	RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	335.17						
	CERTIFIED PHLEB TECHNIC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	76.37						
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	61.69						
	TECH, SURGICAL	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	152.65						
	RN 12HR SPEC TRAINING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	8.00						
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	147.58						
	RN 10HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	260.28						
	MGR-PATIENT SERVICES	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular		1		FPPTO	17.00						
	COOK - PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00						
	TECH, EMERGENCY MED-	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	16.99						
	MENTAL HEALTH WORKEI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	326.86						
	EXEC ADMIN ASST, TO TH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	235.23						
	TECH, EMERGENCY MED-	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	228.00						
	ASST, OFFICE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	101.37						
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	14.89						
	COORD, QUALITY DEPART	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	64.93						
	TECH, ANESTHESIA	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	509.52						
	SCHEDULER, PATIENT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	66.27						

[redacted]	ASST, CASE MANAGEMEN	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	241.44	[redacted]	[redacted]	[redacted]	
[redacted]	LVN II-12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	125.86	[redacted]	[redacted]	[redacted]	
[redacted]	RN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	66.62	[redacted]	[redacted]	[redacted]	
[redacted]	LVN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-S	252.06	[redacted]	[redacted]	[redacted]	
[redacted]	FINANCIAL COUNSELOR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	290.99	CLOA	CONTINUOUS LEAVE	[redacted]	
[redacted]	ASST, BLOOD BANK	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	387.06	[redacted]	[redacted]	[redacted]	
[redacted]	OFFICER, SECURITY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	226.88	[redacted]	[redacted]	[redacted]	
[redacted]	RN 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]	[redacted]	[redacted]	
[redacted]	TECH, CT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	218.03	[redacted]	[redacted]	[redacted]	
[redacted]	TECH, CARDIO STAFF	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	141.62	[redacted]	[redacted]	[redacted]	
[redacted]	RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular	[redacted]	0 6	[redacted]	PTO-U	81.54	[redacted]	[redacted]	[redacted]	
[redacted]	RN 12HR NEW GRAD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	358.37	[redacted]	[redacted]	[redacted]	
[redacted]	CLINICAL MGR-MED SURG	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTWO	Full Time Wage Option	[redacted]	1	[redacted]	MMPTO	0.00	WC	WORKERS COMP	[redacted]	
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	11.27	ILOA	INTERMITTENT LEAVE	[redacted]	
[redacted]	RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	73.29	[redacted]	[redacted]	[redacted]	
[redacted]	RN 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option	[redacted]	0.9	[redacted]	FNOAC	0.00	[redacted]	[redacted]	[redacted]	
[redacted]	RN 8HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-U	29.65	[redacted]	[redacted]	[redacted]	
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	215.55	[redacted]	[redacted]	[redacted]	
[redacted]	MGR-ORTHO CLINIC	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	0.00	[redacted]	[redacted]	[redacted]	
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	10.17	[redacted]	[redacted]	[redacted]	
[redacted]	RN I 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]	[redacted]	[redacted]	
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	98 22	ILOA	INTERMITTENT LEAVE	[redacted]	
[redacted]	RN - ACUTE DIALYSIS 12 H	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]	[redacted]	[redacted]	
[redacted]	TECH, SURGICAL 8HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	78.49	[redacted]	[redacted]	[redacted]	
[redacted]	RN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	35.35	[redacted]	[redacted]	[redacted]	
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	200 43	[redacted]	[redacted]	[redacted]	
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	87.28	[redacted]	[redacted]	[redacted]	
[redacted]	RN CASE MGR PD 10HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]	[redacted]	[redacted]	
[redacted]	RN 12HR SPEC TRAINING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	45.02	[redacted]	[redacted]	[redacted]	
[redacted]	ATTEND,COMMUNICATNE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]	[redacted]	[redacted]	
[redacted]	CERT NURSING ASST-12HI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular	[redacted]	0.75	[redacted]	PTO-S	58.90	[redacted]	[redacted]	[redacted]	
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	243.61	[redacted]	[redacted]	[redacted]	
[redacted]	SUPV-ADMIN HOUSE	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	DIMPTO	182.39	[redacted]	[redacted]	[redacted]	
[redacted]	LVN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	71.83	[redacted]	[redacted]	[redacted]	
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	273.20	[redacted]	[redacted]	[redacted]	
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	300.92	[redacted]	[redacted]	[redacted]	
[redacted]	CLINICAL MGR-ICU	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	75.11	[redacted]	[redacted]	[redacted]	
[redacted]	WORKER, FOOD SERVICE-	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]	[redacted]	[redacted]	
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	57.06	[redacted]	[redacted]	[redacted]	
[redacted]	TECH, EMERGENCY MED-	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-S	43.51	[redacted]	[redacted]	[redacted]	
[redacted]	HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	150.16	MD	MEDICAL	[redacted]	
[redacted]	RN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	46.67	[redacted]	[redacted]	[redacted]	
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	58.46	[redacted]	[redacted]	[redacted]	
[redacted]	TECH, PAR LEVEL	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	131.69	[redacted]	[redacted]	[redacted]	
[redacted]	RN 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]	[redacted]	[redacted]	
[redacted]	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	PTO-S	89.25	[redacted]	[redacted]	[redacted]	
[redacted]	TRANSPORTER	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	208.62	[redacted]	[redacted]	[redacted]	
[redacted]	CLERK, STOREROOM	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	210 35	[redacted]	[redacted]	[redacted]	
[redacted]	TECH, BIOMED	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	76.26	[redacted]	[redacted]	[redacted]	
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	113.28	[redacted]	[redacted]	[redacted]	
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	479.88	[redacted]	[redacted]	[redacted]	
[redacted]	RN CASE MGR PD 8 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]	[redacted]	[redacted]	
[redacted]	RN III 10HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-U	229.58	[redacted]	[redacted]	[redacted]	
[redacted]	SCHEDULING COORDINAT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	537 95	[redacted]	[redacted]	[redacted]	
[redacted]	SUPV-LABORATORY 10HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SUPNE	Non-Union, Supervisor Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	104.78	[redacted]	[redacted]	[redacted]	
[redacted]	RN 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0 00	[redacted]	[redacted]	[redacted]	
[redacted]	RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	150.83	[redacted]	[redacted]	[redacted]	
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	PTO-U	57.70	[redacted]	[redacted]	[redacted]	
[redacted]	SR UNIT COORDINATOR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	179.01	[redacted]	[redacted]	[redacted]	
[redacted]	MSW/MFT-MEDICAL SOC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	28.68	[redacted]	[redacted]	[redacted]	
[redacted]	CLS - PD 8 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0 00	[redacted]	[redacted]	[redacted]	
[redacted]	OFFICER, SECURITY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	134 24	[redacted]	[redacted]	[redacted]	
[redacted]	RN I 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]	[redacted]	[redacted]	
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	117.40	[redacted]	[redacted]	[redacted]	
[redacted]	CLERK, ADMITTING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	277.72	[redacted]	[redacted]	[redacted]	
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular	[redacted]	0 6	[redacted]	PTO-U	40.67	[redacted]	[redacted]	[redacted]	
[redacted]	TECH, PAR LEVEL	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	8.89	[redacted]	[redacted]	[redacted]	
[redacted]	TECH, CARDIO INVAS PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0 00	[redacted]	[redacted]	[redacted]	
[redacted]	TECH, RADIOLOGY SPEC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	551.36	[redacted]	[redacted]	[redacted]	
[redacted]	RN 12 HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0 00	[redacted]	[redacted]	[redacted]	
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	160.22	[redacted]	[redacted]	[redacted]	
[redacted]	TECH, RADIOLOGY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	292.96	[redacted]	[redacted]	[redacted]	
[redacted]	RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	160.94	[redacted]	[redacted]	[redacted]	
[redacted]	SR UNIT COORDINATOR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	528.20	[redacted]	[redacted]	[redacted]	
[redacted]	RN I 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option	[redacted]	0.9	[redacted]	FNOAC	0 00	[redacted]	[redacted]	[redacted]	
[redacted]	RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	27.75	[redacted]	[redacted]	[redacted]	
[redacted]	RN I 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option	[redacted]	0 9	[redacted]	FNOAC	0.00	[redacted]	[redacted]	[redacted]	
[redacted]	RN I 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTWO	Part Time Wage Option	[redacted]	0 6	[redacted]	FNOAC	0 00	[redacted]	[redacted]	[redacted]	
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	63.81	[redacted]	[redacted]	[redacted]	
[redacted]	RN CASE MGR 8 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-U	51.03	[redacted]	[redacted]	[redacted]	
[redacted]	SUPV-ADMIN HOUSE PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SUPNE	Non-Union, Supervisor Non-Exempt	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]	[redacted]	[redacted]	
[redacted]	TECH, CARDIO STAFF	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	126.80	[redacted]	[redacted]	[redacted]	
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	0.42	[redacted]	[redacted]	[redacted]	
[redacted]	COORD, ACTIVITIES	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	333.06	[redacted]	[redacted]	[redacted]	
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	7.60	[redacted]	[redacted]	[redacted]	
[redacted]	RN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	135.23	[redacted]	[redacted]	[redacted]	
[redacted]	DISCHARGE PLANNER	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	77 29	[redacted]	[redacted]	[redacted]	
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	57.00	[redacted]	[redacted]	[redacted]	
[redacted]	COOK	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	95.42	[redacted]	[redacted]	[redacted]	
[redacted]	OFFICER, SECURITY LD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	551.65	[redacted]	[redacted]	[redacted]	
[redacted]	TECH, ECHO - PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]	[redacted]	[redacted]	
[redacted]	SPEECH LANGUAGE PATH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]	[redacted]	[redacted]	
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	283.91	[redacted]	[redacted]	[redacted]	
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	170.44	[redacted]	[redacted]	[redacted]	
[redacted]	RN 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0 00	[redacted]	[redacted]	[redacted]	
[redacted]	RN I 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option	[redacted]	0.9	[redacted]	FNOAC	0.00	[redacted]	[redacted]	[redacted]	
[redacted]	O/P MH REHAB SPECIALIS	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	39.24	[redacted]	[redacted]	[redacted]	
[redacted]	RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	426.81	[redacted]	[redacted]	[redacted]	
[redacted]	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	84.20	[redacted]	[redacted]	[redacted]	
[redacted]	RN 12HR NEW GRAD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.6	[redacted]	PTO-U	70.20	[redacted]	[redacted]	[redacted]	
[redacted]	TECH, PHARMACY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTREG	Part Time Regular	[redacted]	0.5	[redacted]	PTO-S	174.01	[redacted]	[redacted]	[redacted]	
[redacted]	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	17 78	[redacted]	[redacted]	[redacted]	

[redacted]	TECH, EMERGENCY MED	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	163.45	[redacted]	[redacted]
[redacted]	RN I 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option	[redacted]	0.9	[redacted]	FNOAC	0.00	[redacted]	[redacted]
[redacted]	VP-CHIEF NURSING OFFIC	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	ADM	Non-Union, Administration	FTREG	Full Time Regular	[redacted]	1	[redacted]	LPTO	70.65	[redacted]	[redacted]
[redacted]	RN I 10HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-U	95.45	[redacted]	[redacted]
[redacted]	RN 12HR NEW GRAD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	8.99	[redacted]	[redacted]
[redacted]	CLERK, ADMITTING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	152.53	[redacted]	[redacted]
[redacted]	PRACT, NEONATAL RESP C	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	144.55	[redacted]	[redacted]
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	133.93	[redacted]	[redacted]
[redacted]	TECH, OB SURGICAL 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	110.47	[redacted]	[redacted]
[redacted]	RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	193.39	[redacted]	[redacted]
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	48.90	[redacted]	[redacted]
[redacted]	PHARMACIST-10 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	86.40	[redacted]	[redacted]
[redacted]	RN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	52.42	[redacted]	[redacted]
[redacted]	RN CASE MGR II 8 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-U	59.70	[redacted]	[redacted]
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	0.06 ILOA	INTERMITTENT LEAVE	[redacted]
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	55.91	[redacted]	[redacted]
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	223.62	[redacted]	[redacted]
[redacted]	COOK - PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]	[redacted]
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	19.96	[redacted]	[redacted]
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	24.79	[redacted]	[redacted]
[redacted]	CLS - PD 8 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]	[redacted]
[redacted]	RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	58.15	[redacted]	[redacted]
[redacted]	PRACT, SR RESP CARE-12H	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	12.52	[redacted]	[redacted]
[redacted]	RN 12HR SPEC TRAINING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	283.42	[redacted]	[redacted]
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	74.82	[redacted]	[redacted]
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	299.42	[redacted]	[redacted]
[redacted]	SCHED, PATIENT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	437.70	[redacted]	[redacted]
[redacted]	RN I 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option	[redacted]	0.9	[redacted]	FNOAC	0.00	[redacted]	[redacted]
[redacted]	RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	160.41 WC	WORKERS COMP	[redacted]
[redacted]	CERT NURSING ASST 12 H	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	22.15	[redacted]	[redacted]
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	17.89 ILOA	INTERMITTENT LEAVE	[redacted]
[redacted]	SUPV-RESPIRATORY ADUL	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	84.70	[redacted]	[redacted]
[redacted]	TECH,CERT*PD HEMODIAL	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	0.00	[redacted]	[redacted]
[redacted]	RN III 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option	[redacted]	0.9	[redacted]	FNOAC	0.00	[redacted]	[redacted]
[redacted]	RN 12 HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]	[redacted]
[redacted]	PRACT, RESP CARE-12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	299.16	[redacted]	[redacted]
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	199.19	[redacted]	[redacted]
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	10.56 ILOA	INTERMITTENT LEAVE	[redacted]
[redacted]	ENGINEER, MAINTENANC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	576.00	[redacted]	[redacted]
[redacted]	TECH, OR SUPPLY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	356.60	[redacted]	[redacted]
[redacted]	RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	PTO-U	255.96	[redacted]	[redacted]
[redacted]	RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	97.87	[redacted]	[redacted]
[redacted]	WORKER, FOOD SERVICE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	483.89	[redacted]	[redacted]
[redacted]	MENTAL HEALTH WORKER	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular	[redacted]	0.75	[redacted]	FNOAC	6.20 WC	WORKERS COMP	[redacted]
[redacted]	CERTIFIED PHLEB TECH(NC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	42.89	[redacted]	[redacted]
[redacted]	HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	53.99	[redacted]	[redacted]
[redacted]	LVN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	58.58	[redacted]	[redacted]
[redacted]	CERTIFIED PHLEB TECHNIC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	19.87	[redacted]	[redacted]
[redacted]	RN I 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTWO	Part Time Wage Option	[redacted]	0.6	[redacted]	FNOAC	0.00	[redacted]	[redacted]
[redacted]	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	183.36	[redacted]	[redacted]
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	174.35	[redacted]	[redacted]
[redacted]	CLINICAL SUPV-TELEMETR	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	0.00 CLOA	CONTINUOUS LEAVE	[redacted]
[redacted]	HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	145.74	[redacted]	[redacted]
[redacted]	SECTY, UNIT-12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	92.94	[redacted]	[redacted]
[redacted]	MECH, MAINTENANCE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	382.46	[redacted]	[redacted]
[redacted]	DISCHARGE PLANNER	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	385.84	[redacted]	[redacted]
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	515.48	[redacted]	[redacted]
[redacted]	LEAD HOSPITAL LIAISON-V	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	91.22	[redacted]	[redacted]
[redacted]	RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	375.80	[redacted]	[redacted]
[redacted]	CLERK, STOREROOM	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	496.23	[redacted]	[redacted]
[redacted]	TECH, RADIOLOGY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	416.00	[redacted]	[redacted]
[redacted]	CLINICAL SUPV-8TH FLOO	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	35.31	[redacted]	[redacted]
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	205.39	[redacted]	[redacted]
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	150.85	[redacted]	[redacted]
[redacted]	RN I 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]	[redacted]
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	115.84	[redacted]	[redacted]
[redacted]	CLERK, ADMITTING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	8.89	[redacted]	[redacted]
[redacted]	COOK	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	22.55	[redacted]	[redacted]
[redacted]	CLINICAL SUPV-TELEMETR	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	326.41	[redacted]	[redacted]
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	PTO-U	101.99	[redacted]	[redacted]
[redacted]	RN 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]	[redacted]
[redacted]	RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	39.61	[redacted]	[redacted]
[redacted]	DIETICIAN, CNSC	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	6.12	[redacted]	[redacted]
[redacted]	TECH, ECHO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	154.76	[redacted]	[redacted]
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	45.56	[redacted]	[redacted]
[redacted]	RN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	0.00	[redacted]	[redacted]
[redacted]	RN CASE MGR III 4/10	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-U	51.42	[redacted]	[redacted]
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	188.14	[redacted]	[redacted]
[redacted]	CLERK, ADMITTING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	196.22	[redacted]	[redacted]
[redacted]	RN 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]	[redacted]
[redacted]	ASST, OFFICE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	321.49	[redacted]	[redacted]
[redacted]	CASHIER	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	325.45	[redacted]	[redacted]
[redacted]	STROKE COORDINATOR -	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	70.23	[redacted]	[redacted]
[redacted]	MAINT MECH B	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	FNOAC	495.90 WC	WORKERS COMP	[redacted]
[redacted]	OFFICER, SECURITY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	0.00 C999	C_DENIED	[redacted]
[redacted]	RN III 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option	[redacted]	0.9	[redacted]	FNOAC	0.00	[redacted]	[redacted]
[redacted]	PRACT, SR RESP CARE PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]	[redacted]
[redacted]	CLINICAL SUPV-MEDSURG	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	328.98	[redacted]	[redacted]
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	76.66	[redacted]	[redacted]
[redacted]	SPEC, RISK MANAGEMENT	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	12.86	[redacted]	[redacted]
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	204.27	[redacted]	[redacted]
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	338.64	[redacted]	[redacted]
[redacted]	RN III 12HR SPEC TRAININ	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	214.37	[redacted]	[redacted]
[redacted]	WORKER, FOOD SERVICE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	112.65	[redacted]	[redacted]
[redacted]	CCS COORD/FINANCIAL O	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	482.11	[redacted]	[redacted]
[redacted]	RN 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]	[redacted]
[redacted]	O/P MH THERAPIST - UNI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	8.89	[redacted]	[redacted]
[redacted]	RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	100.65	[redacted]	[redacted]
[redacted]	WORKER, FOOD SERVICE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	94.14	[redacted]	[redacted]
[redacted]	HOUSEKEEPING TECH-PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]	[redacted]
[redacted]	HOUSEKEEPING TECH-PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]	[redacted]
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	23.90	[redacted]	[redacted]

	TECH, HEALTH CARE-PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00			
	TRANSPORTER	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	199.52			
	CERTIFIED PHLEB TECHNK	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular		0.75		PTO-S	82.42			
	CLERK, ADMITTING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	160.86			
	CLINICAL SUPV-EMERGEN	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		FPPTO	172.61			
	TECH, SURGICAL 8HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	25.37			
	RN 12HR SPEC TRAINING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	252.80			
	RN CASE MGR II 8 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	247 17			
	PRACT, SR RESP CARE PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0 00			
	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	65 79			
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	47.20			
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	108.71			
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	552.93			
	RN CASE MGR 8 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	208.85			
	PRACT, SR RESP CARE-12H	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0 9		PTO-S	48.55			
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	85.40			
	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	205 45			
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	72.44			
	TECH, PAR LEVEL	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	552.21			
	RN I 12HR WD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option		0.9		FNOAC	0 00			
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	288.17			
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	119 72			
	CERT NURSING ASST - PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00			
	RN I 12HR PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0 00	CLOA	CONTINUOUS LEAVE	
	HOUSEKEEPING TECH-PT I	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTNON	Part Time Non-Benefits		0.5		FNOAC	0.00			
	WORKER, FOOD SERVICE	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	88.91			
	RN IV 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	214.28			
	MENTAL HEALTH WORKEI	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0 00			
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.0		PTO-U	71.66			
	COORD., PACEMAKER CLI	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular		1		FPPTO	28.86			
	TRANSPORTER	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	81.13			
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	59 77			
	RN I 12HR SPECIALTY TRA	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	373.45			
	TRANSPORTER	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	10.47			
	RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	79.83			
	RN 12HR SPEC TRAINING	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	0 00	CLOA	CONTINUOUS LEAVE	
	LVN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	32.11			
	TECH, PHARMACY	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	252.04			
	RN CASE MGR I 8 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	125.12			
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	0.00			
	MGR-EVS	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular		1		FPPTO	58.67			
	CLS-8HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	195 16			
	RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	85.34			
	RN 12HR SPEC TRAINING	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	185 19			
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	119.06			
	TECH, ECHO	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	342.72			
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	281.57			
	TECH,CATH LAB CVRT II 1(	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	258.20			
	RN 12HR SPEC TRAINING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	2.74			
	SECTY, UNIT	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	60 99			
	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	40.90			
	MENTAL HEALTH WORKEI	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	75 65			
	RN II 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	142.82			
	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	83.20			
	TRANSPORTER	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	559.07			
	CERT NURSING ASST-PD 1	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0 00			
	MECH, MAINTENANCE	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	123.06			
	CLERK, ADMITTING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	369.30			
	MSW/MFT-MEDICAL SOC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	128.01			
	TECH, PHARMACY - PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00			
	TECH, EMERGENCY MED-	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	40.66			
	OFFICER, SECURITY	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	147.02			
	RN I 12HR WD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option		0.9		FNOAC	0.00			
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	149.81			
	DISASTER COORD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	230.54			
	MSW/MFT-MEDICAL SOC	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	111.09			
	HOUSEKEEPING TECH-PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00			
	RN II 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	122.32			
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	18.04	CLOA	CONTINUOUS LEAVE	
	ADMINISTRATIVE SPECIAL	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	35.29	MD	MEDICAL	
	CHART ABSTRACTOR	DSF	ST FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		FPPTO	104.55			
	SUPV-ADMIN HOUSE	DSF	ST FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		0 9		FPPTO	120 95			
	WORKER, FOOD SERVICE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	431.29			
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	33.89			
	TECH, ULTRASOUND	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	576.00			
	PRACT, NEONATAL RESP C	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0 9		PTO-S	298.31			
	PRACT, RESP CARE-12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	77.00			
	ASST, LAB	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	77.52			
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	154.88			
	PRACT, RESP CARE WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTWO	Full Time Wage Option		0.9		FNOAC	0.00	WC	WORKERS COMP	
	LVN II-12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	307.72			
	CLERK, ADMITTING-PT LIN	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTNON	Part Time Non-Benefits		0.5		FNOAC	0.00			
	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	13.99			
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	16.48			
	COORD, POINT OF CARE T	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	69.19			
	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	8.89			
	TRANSPORTER	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	304.25			
	RN 12 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	197.55			
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	184 72			
	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular		0 6		PTO-U	15.67			
	RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	0.45			
	HOUSEKEEPING TECH	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	58.68			
	HOUSEKEEPING TECH-PT I	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTNON	Part Time Non-Benefits		0.5		FNOAC	0.00			
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	145 15			
	HOUSEKEEPING TECH	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	245.90			
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	166.88			
	RN 12HR PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00			
	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	207 10			
	CLERK, ADMITTING-PT LIN	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTNON	Part Time Non-Benefits		0.4		FNOAC	0.00	WC	WORKERS COMP	
	LVN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0 9		PTO-S	224 03			
	CERTIFIED PHLEB TECHNK	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	124 75			
	TECH, C T	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTREG	Part Time Regular		0.5		PTO-S	27 76			

	CERT NURSING ASST	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	21.30 PG	PREGNANCY	
	RN I 8HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular		0.8		PTO-U	452.74		
	SECTY,UNIT-PD 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00		
	OFFICER, SECURITY	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	94 31		
	TECH, SURGICAL 8HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	58.38		
	WORKER, FOOD SERVICE-	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTWO	Full Time Wage Option		1		FNOAC	0 00		
	HOUSEKEEPING TECH-PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00		
	TECH, EMERGENCY MED-	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0 9		PTO-S	84.55		
	RN - ACUTE DIALYSIS 12HI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	50.18		
	HOUSEKEEPING TECH	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	142.34		
	MSW/MFT-MEDICAL SOC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	66.52		
	VP-STRTGY, BUS & PHYS C	DSF	ST FRANCIS MEDICAL CENTER	Exempt	ADM	Non-Union, Administration	FTREG	Full Time Regular		1		LPTO	34 67		
	DISCHARGE PLANNER PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00		
	HR BUSINESS PARTNER	DSF	ST FRANCIS MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular		1		FPPTO	71.22		
	RN II 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00		
	RN II 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0 00		
	RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular		0.6		PTO-U	46.67		
	CLINICAL SUPV-4TH FLOO	DSF	ST FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		FPPTO	141.92		
	PHARMACIST-10 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	-28.38		
	RN CASE MGR PD 8 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0 00		
	RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	379 48		
	RN I 12HR WO	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option		0.9		FNOAC	0 00		
	HCT/SCRUB TECH 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		FNOAC	2.43 CLOA	CONTINUOUS LEAVE	
	LVN 12 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	197.18		
	TECH, CRITICAL CARE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	48.00		
	DISPATCHER, CENTRAL TR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular		0.8		PTO-S	11.12		
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Full Time Regular		0.9		PTO-U	87.40		
	ATTEND, COMMUNICATK	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	21.44 ILOA	INTERMITTENT LEAVE	
	OFFICER, SECURITY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	0.00 MD	MEDICAL	
	RN II 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	188.51		
	PT PRACTITIONER - PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.015		FNOAC	0.00		
	TECH, SURGICAL 8HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	197 41		
	RN I 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00		
	RN III 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	244.29		
	HOUSEKEEPING TECH-PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00		
	WORKER, FOOD SERVICE	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular		0 75		PTO-S	584.81		
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	57.90		
	CLERK, PRE-REGISTRATIO	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	154.32		
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	35.66		
	RN 12HR SPEC TRAINING	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	323.79		
	RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	433.90		
	TECH, RADIOLOGY-PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.015		FNOAC	0.00		
	LCSW / LMFT	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTREG	Part Time Regular		0.6		PTO-S	128.75		
	CLINICAL SUPV-MATERNI	DSF	ST FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		FPPTO	115.55		
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	112.80		
	RN 12HR NEW GRAD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	300 71		
	TECH, RADIOLOGY-PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00		
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	29.59		
	LVN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	25.09		
	HOUSEKEEPING TECH	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	85 07		
	HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	234.22		
	TRANSPORTER - PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00		
	RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	28.86		
	CLS-8HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	81.86		
	TECH, NUC MEDICINE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	35.22		
	MSW/MFT-MEDICAL SOC	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTREG	Part Time Regular		0 6		PTO-S	98.61		
	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	0.00 WC	WORKERS COMP	
	RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	13.27 ILOA	INTERMITTENT LEAVE	
	RN I 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00		
	PRACT, RESP CARE SR 12H	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	85.55		
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	152.96		
	LEAD LCSW / LMFT	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	23.70		
	TRANSPORTER	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	400.51		
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	67 45		
	CLS - PD 8 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		FNOAC	0.00		
	TECH, RADIOLOGY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	161.46		
	RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	201.09		
	MGR-NEONATAL RESPIRA	DSF	ST FRANCIS MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular		1		MMPTO	259 33		
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	0.00 ILOA	INTERMITTENT LEAVE	
	RN II 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	24.10		
	LICENSED OPS MECHANIC	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		FNOAC	0.00 WC	WORKERS COMP	
	HOUSEKEEPING TECH-PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00		
	LINEN CLERK, LEAD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	213.11		
	EDUCATOR, NON-CLINICA	DSF	ST FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		FPPTO	115.57		
	RN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	78.81		
	CLINICAL MGR-MED SURG	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular		1		MMPTO	36.01		
	SECTY, UNIT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	98.21		
	OFFICER, SECURITY	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	0 00		
	MENTAL HLTH WRKER-PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.015		FNOAC	0.00		
	SECTY, UNIT	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	225.13		
	TECH, RADIOLOGY SPEC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	471.82		
	CERT NURSING ASST 12 H	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0 9		PTO-S	31.40		
	RN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	26.05		
	CLINICAL SUPV-4TH FLOO	DSF	ST FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		FPPTO	35 12		
	AIDE, DIETARY	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	274.34		
	VP-WOMEN & CHILDRENS	DSF	ST FRANCIS MEDICAL CENTER	Exempt	ADM	Non-Union, Administration	FTREG	Full Time Regular		1		LPTO	0 00		
	RN 12HR NEW GRAD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	52.74		
	OFFICER, SECURITY	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	8.40		
	MAP RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular		0.6		PTO-U	52.42		
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	10 21		
	RN I 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.015		FNOAC	0.00		
	CLERK, MAILROOM	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular		0.75		PTO-S	61.18		
	PRACT, SR RESP CARE PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00		
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	65.93		
	CLERK	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular		0.8		PTO-S	176.70		
	ASST, PT CERT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	393.22		
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	295.84		
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	22.03		
	WORKER, FOOD SERVICE-	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.015		FNOAC	0.00		
	HOUSEKEEPING TECH-PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0 00		
	RN 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option		0.9		FNOAC	0.00		
	TECH, EMERGENCY MED-	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	174.86		

LCSW / LMFT - PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00					
AIDE, DIETARY	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular		0.5		PTO-S	54.78	MD	MEDICAL			
HOSPITAL LIAISON-WELCC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	0.00					
RN II 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTWO	Part Time Wage Option		0 6		FNOAC	0.00					
RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	208.42					
RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	76.95					
DISPATCHER, CENTRAL TR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular				PTO-S	249.56					
PHYSICIAN ASSISTANT-PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		FNOAC	0 00					
TECH, BIOMED	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	97.21					
RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	24.18					
DIR-SPIRITUAL CARE & ETI	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	DIR	Non-Union, Director	PTREG	Part Time Regular		0.75		LPTO	0.00					
RN III 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	153.74					
RN III 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTWO	Part Time Wage Option		0.6		FNOAC	0.00					
CLERK, ADMITTING	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	124 73					
CLINICAL MGR-CATH LAB	DSF	ST FRANCIS MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular		1		FFPTO	26.67					
PRACT, RESP CARE-12 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	17.05					
TECH, PHARMACY	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	44.00					
LVN II-12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	314.54					
RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	273.92					
RN 12 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	12.17					
RN I 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option		0.9		FNOAC	0 00	ILOA	INTERMITTENT LEAVE			
RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	270.09					
CHART ABSTRACTOR	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		FFPTO	119 96					
HVAC MECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	355.81					
NURSE PRACTITIONER	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FFPTO	223.50					
CERTIFIED PHLEB TECHNIC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	152.82					
SECTY, UNIT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	335.26					
PRACT, RESP CARE-12 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0 9		PTO-S	191.16	MD	MEDICAL			
ASST, DEPT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	121.72					
PRACT, SR RESP CARE-12H	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	188.84					
WORKER, FOOD SERVICE-	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0 00					
LVN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	460 24					
RN, NHA-12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		0.9		FFPTO	23.76					
RN 12HR PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00					
CLERK, ADMITTING SR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	318.56					
WORKER, FOOD SERVICE-	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0 00					
RN 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option		0.9		FNOAC	0.00	ILOA	INTERMITTENT LEAVE			
WORKER, FOOD SERVICE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	239.60					
TECH, CENTRAL SERVICE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	117.04					
OFFICER, SECURITY	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FFPTO	123.35					
RN CASE MGR II 8 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	409.06					
RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	68.00					
WORKER, FOOD SERVICE	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	576.00					
RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	74.80					
RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	27.34					
RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	22.15					
RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	335 19					
CLERK, GIFT SHOP	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTWO	Full Time Wage Option		1		FNOAC	269.28	WC	WORKERS COMP			
HOUSEKEEPING TECH-PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00					
RN III 10HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular		0.5		PTO-U	109 92					
SECTY, UNIT-12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	322.66					
RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	283.20					
PRACT,NEONTL RESP CAR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTWO	Part Time Wage Option		0.6		FNOAC	0.00					
TECH, ULTRASOUND-PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00					
TECH, MRI-PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00					
ASST, LINEN/TRANSPORT-	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTNON	Part Time Non-Benefits		0.5		FNOAC	0.00					
HOUSEKEEPING TECH	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	454 96					
CLINICAL SUPV-MEDSURG	DSF	ST FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		FFPTO	0 00	C101F	C,EMED,EMLOA,SL			
RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	66.37	ILOA	INTERMITTENT LEAVE			
HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	549 47					
CERTIFIED PHLEB TECHNIC	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0 00					
VP - CHIEF FINANCIAL OFF	DSF	ST FRANCIS MEDICAL CENTER	Exempt	ADM	Non-Union, Administration	FTREG	Full Time Regular		1		LPTO	41.16					
SUPV-ADMITTING	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		FFPTO	0.00	CLOA	CONTINUOUS LEAVE			
LVN II-12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0 9		FNOAC	10 96	CLOA	CONTINUOUS LEAVE			
RN II 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	348.59					
TECH, RADIOLOGY	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	58.24					
HOUSEKEEPING TECH	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	143.94					
RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	95.80					
CLS-8HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FFPTO	0.00					
MSW/MFT-MEDICAL SOC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	152.02					
TECH, CENTRAL SERVICE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	47 06					
RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	13.57					
DISCHARGE PLANNER	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	122.34					
AIDE, DIETARY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	274.78					
RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	163.52					
PT II LEAD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	547.42					
LVN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	208.67					
RN 12HR NEW GRAD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	145.29					
RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	58.55					
RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	69.55					
CERT NURSING ASST-12HI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	246.41					
RN 12HR SPEC TRAINING	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	91 92					
LICENSED OPS MECHANIC	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	TEMP	Temp		1		FNOAC	0.00					
TECH, EMERGENCY MED-	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0 9		PTO-S	470.72					
RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	395.55					
RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	52.71					
RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	137 43					
LVN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0 9		PTO-S	12.00					
RN II 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	103.30	ILOA	INTERMITTENT LEAVE			
MENTAL HEALTH WORKEI	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0 9		PTO-S	9 41					
RN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	67.43					
RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	25 94					
RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	58.65	WC	WORKERS COMP			
RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	221.41					
MENTAL HEALTH WORKEI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00					
LEAD INFO CTR. REP	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FFPTO	281.13					
ENGINEER, MAINTENANC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	408.80					
RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular		0 6		PTO-U	229.69					
CLERK 2	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	372.28					
RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	53.80					
RN 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0 00					
ASST, DEPT	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	12.21					

	RN 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00				
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	195.75				
	RN 8HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	85.72				
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	81.30				
	CHAPLAIN SERVICES	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		FPPTO	342.53				
	CASHIER - PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00				
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular		0.6		PTO-U	22.58				
	RN 12HR SPEC TRAINING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	31.54				
	PRACT, SR RESP CARE-12H	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	18.71				
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	7 71				
	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular		0.5		PTO-S	23.15				
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	260.23				
	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	155.93				
	ANALYST, LAB	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	73.10				
	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	82.44				
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	202.83				
	RN III 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	198.02				
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	0.00 MD	MEDICAL			
	CLERK, ADMITTING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	12.45				
	DIR-FACILITIES/ENVIRON I	DSF	ST FRANCIS MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	0 00				
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	68.12				
	DIETICIAN	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		FPPTO	48.01				
	RN 12HR SPEC TRAINING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	172.10				
	RN II 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	326.52				
	RN 12HR NEW GRAD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	71.83				
	RN 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00				
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	15.29				
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	0 00	CLOA	CONTINUOUS LEAVE		
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	119.91				
	PHARMACIST-10 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	44 14				
	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	98.83				
	LCSW / LMFT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	153.10				
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	93.93				
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.6		PTO-U	51.09				
	RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	159 91				
	RN 12HR NEW GRAD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	92.02				
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	124.38				
	TECH, CENTRAL SERVICE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	265.73				
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	165.98				
	MECH, MAINTENANCE	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	565.52				
	TECH,CATH LAB CVRT I 10	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00				
	TECH, ECHO - PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00				
	RN 12HR NEW GRAD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	4.67				
	RN 12HR SPEC TRAINING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.6		PTO-U	20.85				
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	50.63				
	TECH, ECHO - PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0 00				
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	442.85				
	PRACT, SR RESP CARE-12H	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	137.20				
	PALLIATIVE CARE NURSE I	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular		0.6		FPPTO	173.32				
	ASST, EXECUTIVE COORDI	DSF	ST FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		FPPTO	120.77				
	TECH, EMERGENCY MED-	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	183.32				
	PT, ADV PRACT I	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	377.34				
	PHARMACIST-PD 10HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		FNOAC	0.00				
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00				
	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	63.61				
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	185.74				
	RN CASE MGR I 8 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular				PTO-U	122.06	CLOA	CONTINUOUS LEAVE		
	CERT NURSING ASST-12HI	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	156.83				
	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	521.84				
	RN CASE MGR III 4/10	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	118.75				
	CERT NURSING ASST - PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00				
	SCHED, PATIENT	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	166.38				
	O/P MH REHAB SPECIALIS	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	267.66	CLOA	CONTINUOUS LEAVE		
	HOUSEKEEPING TECH-PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00				
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	270.74				
	PT PRACTITIONER	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	49 48				
	RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	157.24				
	LVN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTREG	Part Time Regular		0.6		PTO-S	7.75				
	RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	144.58				
	MSW/MFT-MEDICAL SOC	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	117 01				
	SUPV-ADMIN HOUSE PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SUPNE	Non-Union, Supervisor Non-Exempt	PDIEM	Per Diem		0.013		FNOAC	0 00				
	CERT NURSING ASST	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	30.55				
	LEAD INFO CTR. REP	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	71.10				
	PHARMACIST-10 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	454.68				
	TECH, RADIOLOGY-PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0 00				
	CASHIER	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	12.92				
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	33.47				
	RN 8HR NEW GRAD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	68.84				
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular		0 6		PTO-U	34.25				
	INTERN, PHARMACY-PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		FNOAC	0.00				
	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	97.45				
	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	34 44				
	RN CASE MGR 10HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	3.56				
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	47 53				
	LCSW / LMFT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	74 09				
	RN II 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTWO	Part Time Wage Option		0 6		FNOAC	0.00				
	TECH,CATH LAB CVRT I 10	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00				
	RN I 12HR WO	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option		0 9		FNOAC	0.00				
	TECH, PHARMACY - PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00				
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular		0 6		PTO-U	41.43	MD	MEDICAL		
	PRACT, SR RESP PD 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00				
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	25 64				
	QUALITY SPECIALIST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	30.17				
	COORD, PRE HOSPITAL CA	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		FPPTO	223.86				
	PHARMACIST-PD 10HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		FNOAC	0.00				
	RN II 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	251.46				
	TRAUMA NURSE CLINICIA	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		FPPTO	279.80	PCIOA	PDI, CONTINUOUS		
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	225.52				
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	110.94				
	RN II 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	406.30				
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	118.77				
	CERT NURSING ASST	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	247.71				

	PHARMACIST-10 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	145.07						
	RN 12HR SPEC TRAINING	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	151.92						
	MENTAL HEALTH WORKEI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	264.55						
	OFFICER, SECURITY	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	16.00						
	TECH,CATH LAB CVRT I 10	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	140.09	ILOA	INTERMITTENT LEAVE				
	LVN II 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00						
	CLS - PD 8 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		FNOAC	0.00						
	RN, NHA	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		0.9		FPPTO	101.09						
	CERT NURSING ASST - PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00						
	RN 12HR NEW GRAD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	98.17						
	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	118.28						
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular		0.45		PTO-U	17.78						
	RN 8HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	214.02						
	TECH,CATH LAB CVRT I 10	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	31.02						
	WORKER, FOOD SERVICE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular		0.75		PTO-S	22.47						
	DISPATCHER, CENTRAL TR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	45.20						
	TRANSCRIBER	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular		0.8		FPPTO	339.80						
	RN 12HR SPEC TRAINING	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	213.25						
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	90.83						
	RN 12HR SPEC TRAINING	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	304.64						
	TECH, ULTRASOUND-PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00						
	ASST, CASE MANAGEMEN	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	22.76						
	PRACT, SR RESP CARE PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00						
	SURGICAL TECH SPECIALIS	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTWO	Full Time Wage Option		1		FNOAC	0.00						
	STAFFING SPECIALIST-PTN	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTWO	Part Time Wage Option		0.6		FNOAC	0.00						
	CERT NURSING ASST	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	8.89						
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	61.04						
	TECH, SURGICAL 8HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	149.83						
	SECTY, UNIT	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	93.02						
	HOUSEKEEPING TECH	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	301.57						
	DIR-PUBLIC SAFETY	DSF	ST FRANCIS MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	339.13						
	RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	133.63						
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	247.48						
	RN 12HR PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00						
	SECTY, UNIT - LIMITED PT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTNON	Part Time Non-Benefits		0.5		FNOAC	0.00						
	SUPV-RESPIRATORY NEO	DSF	ST FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		FPPTO	104.85						
	DISCHARGE PLANNER PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.015		FNOAC	0.00						
	CLERK, ADMITTING - PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00						
	AIDE, DIETARY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	203.56						
	DISCHARGE PLANNER	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	358.84						
	RN II 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	50.93						
	RN 12 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	18.13						
	INTERIM DIR-FOOD & NU	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		FPPTO	57.78						
	TECH, PHARMACY	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	81.36						
	CLINICAL SUPV-TELEMETR	DSF	ST FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		FPPTO	7.55						
	OFFICER, SECURITY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	22.03	ILOA	INTERMITTENT LEAVE				
	LVN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	383.48						
	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	528.97						
	PRACT, SR RESP CARE-12I	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	8.00						
	SECTY,UNIT-PD 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00						
	COORD - UNIT 4/10	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	364.84						
	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	194.88						
	RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	71.27						
	CERT NURSING ASST-12HI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		FNOAC	0.00	CLOA	CONTINUOUS LEAVE				
	CLERK, ADMITTING	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	67.06						
	CERT NURSING ASST-12HI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	48.82						
	SECTY, SR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	85.16						
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	133.15						
	MENTAL HEALTH WORKEI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	299.85	WC	WORKERS COMP				
	SECTY, UNIT	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	419.78						
	RN I 8HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option		1		FNOAC	0.00						
	HSM COORDINATOR	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		FPPTO	447.98						
	MGR-AUDIOVISUAL SRVC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SUPNE	Non-Union, Supervisor Non-Exempt	PDIEM	Per Diem		0.013		FNOAC	0.00						
	RN III 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	81.50						
	RN I 12HR WO	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option		0.9		FNOAC	0.00						
	CERT NURSING ASST - PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00						
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	178.50						
	TECH, LIMITD XRAY/MEDI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	81.02						
	RN 12HR NEW GRAD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	183.71						
	CERTIFIED PHLEB TECHNIC	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		FNOAC	0.00	CLOA	CONTINUOUS LEAVE				
	RN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	6.83						
	RN CASE MGR 8 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	12.64						
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular		0.6		PTO-U	48.59						
	CLS - PD 10HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		FNOAC	0.00						
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	148.91	ILOA	INTERMITTENT LEAVE				
	CLINICAL EDUCATOR-NICI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		0.6		FPPTO	108.32						
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	357.99						
	PEER REVIEW SPECIALIST	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		FPPTO	17.78						
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	57.24						
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	79.04						
	RN III 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	165.63						
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	13.50						
	CLS - PD 8 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		FNOAC	0.00						
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	69.77						
	OFFICE COORD,PATIENT A	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	96.61						
	RN CASE MGR I 8HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	242.31						
	TRANSPORTER/NURSE AS	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		FNOAC	411.33	WC	WORKERS COMP				
	COOK - PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00						
	AIDE, DIETARY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	92.99						
	LVN 12 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	101.92						
	COORD, DECDNT AFFAIRS	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	109.72						
	RN II 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	98.06	ILOA	INTERMITTENT LEAVE				
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	46.81						
	RN II 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	99.71	ILOA	INTERMITTENT LEAVE				
	PRACT, SR RESP CARE PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00						
	TECH, CRITICAL CARE	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	20.30						
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	58.70						
	RN I 10HR PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00						
	CLERK, ADMITTING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	226.56						
	LVN 12 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	58.15						
	PRACT, RESP CARE-12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		FNOAC	0.00	ILOA	INTERMITTENT LEAVE				
	LVN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	214.88						

[redacted]	CLERK	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PTO-S	224.08	
[redacted]	LVN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	18.62 ILOA	INTERMITTENT LEAVE
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	35.95	
[redacted]	HOUSEKEEPING TECH-PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	
[redacted]	RN CASE MGR 8 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-U	41.14	
[redacted]	TECH, MRI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	54.77	
[redacted]	SPEC, COLD FOOD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	17.78	
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	16.88	
[redacted]	THERAPIST, OCCUPATION	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	142.53	
[redacted]	TECH, CENTRAL SERVICE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	165 97	
[redacted]	HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	44 45	
[redacted]	TECH, EMERGENCY MED	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	20.00	
[redacted]	LVN 8 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	FNOAC	16.58 WC	WORKERS COMP
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	177.27	
[redacted]	RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular	[redacted]	0 6	[redacted]	PTO-U	100.34 ILOA	INTERMITTENT LEAVE
[redacted]	RN 8 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-U	41.67	
[redacted]	SUPV-MAINTENANCE	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FFPTO	570.80	
[redacted]	TECH, OB SURGICAL 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	
[redacted]	SURGICAL TECH SPECIALIS	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	FNOAC	274.30 WC	WORKERS COMP
[redacted]	TECH, CARDIO STAFF	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	459.52	
[redacted]	TECH, CRITICAL CARE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	57.80	
[redacted]	TECH,CERT'FD HEMODIAL	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	51.58	
[redacted]	RN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	246 71	
[redacted]	RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	424.58	
[redacted]	CERT NURSING ASST-12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	179.74	
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-U	95 20	
[redacted]	TECH, ULTRASOUND	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	PTO-S	157.71	
[redacted]	RN II 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option	[redacted]	0.9	[redacted]	FNOAC	0 00 ILOA	INTERMITTENT LEAVE
[redacted]	TECH, PHARMACY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	119.76	
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	PTO-U	269.01	
[redacted]	PRACT, SR RESP CARE PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	
[redacted]	HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	397.58	
[redacted]	RN CASE MGR II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	0 00 WC	WORKERS COMP
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	PTO-U	75 67	
[redacted]	CERTIFIED PHLEB TECHNI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	
[redacted]	CLINICAL SUPV-CATH LAB	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FFPTO	14.22	
[redacted]	LCSW / LMFT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	21.95 CLOA	CONTINUOUS LEAVE
[redacted]	RN CASE MGR PD 8 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	
[redacted]	TECH, PAR LEVEL	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	385.25 WC	WORKERS COMP
[redacted]	CLINICAL SUPV-EMERGEN	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FFPTO	378.72	
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	98.61	
[redacted]	HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	12.88	
[redacted]	TECH, CARDIO INVAS	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	205.09	
[redacted]	INV CONTROL CLERK	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	244.39	
[redacted]	RN III 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option	[redacted]	0.9	[redacted]	FNOAC	0 00 WC	WORKERS COMP
[redacted]	SECTY, UNIT 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	222.71	
[redacted]	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular	[redacted]	0.5	[redacted]	PTO-S	38.60	
[redacted]	LCSW / LMFT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	228 73	
[redacted]	CERTIFIED PHLEB TECHNI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	
[redacted]	ASST, REC THERAPY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	153.53	
[redacted]	CLINICAL SUPV-5TH FLOO	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FFPTO	174 98	
[redacted]	STAFFING SPECIALIST-PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	
[redacted]	CERT NURSING ASST - PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	
[redacted]	RN 12HR NEW GRAD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	61.24	
[redacted]	DATA SPECIALIST/ANALYS	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FFPTO	122.46	
[redacted]	WORKER, FOOD SERVICE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	297.68	
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	33.37	
[redacted]	RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	91.48	
[redacted]	MGR - ACUTE DIALYSIS	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular	[redacted]	1	[redacted]	FFPTO	165 74	
[redacted]	HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	281.14	
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.8	[redacted]	PTO-U	85 46	
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	141.30	
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	270.94	
[redacted]	TRANSPORTER - PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	
[redacted]	RN I 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option	[redacted]	0.9	[redacted]	FNOAC	0.00	
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	228.24	
[redacted]	PT, ADV PRACT I	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	371.55	
[redacted]	RN II 10HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-U	278.51	
[redacted]	REP, BED CONTROL	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	537.11	
[redacted]	ASST, DEPT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	175 30	
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	3.92	
[redacted]	TECH, EMERGENCY MED	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	175.28	
[redacted]	HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	283.79 WC	WORKERS COMP
[redacted]	SECTY, UNIT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	46.96	
[redacted]	PET TEAM ASSOCIATE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	0 00	
[redacted]	RN 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	
[redacted]	RN I 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option	[redacted]	0 9	[redacted]	FNOAC	0.00	
[redacted]	PRACT, SR RESP CARE PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	
[redacted]	RN 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	
[redacted]	RN 12HR SPEC TRAINING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	27.69	
[redacted]	TECH, CARDIO INVAS PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	
[redacted]	LCSW / LMFT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	171.62	
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	153.18	
[redacted]	TECH, ULTRASOUND	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	PTO-S	46.00	
[redacted]	MSW/MFT-MED SOC WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTNON	Part Time Non-Benefite	[redacted]	0.2	[redacted]	FNOAC	0 00	
[redacted]	HOUSEKEEPING TECH-PT I	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTNON	Part Time Non-Benefite	[redacted]	0.5	[redacted]	FNOAC	0.00	
[redacted]	WORKER, FOOD SERVICE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	170.56	
[redacted]	TECH, RADIOLOGY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	92.67	
[redacted]	RN II 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	78.16	
[redacted]	CLS-8HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FFPTO	119.48	
[redacted]	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	33.10	
[redacted]	RN 8HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-U	54.26	
[redacted]	RN III 12HR SPEC TRAININ	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	70.80	
[redacted]	PHARMACIST-10 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FFPTO	99.90	
[redacted]	OFFICER, SECURITY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FFPTO	15 93	
[redacted]	PRACT, RESP CARE-12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	124 97	
[redacted]	DISCHARGE PLANNER	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	132.36	
[redacted]	SCHED, PATIENT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	265.40	
[redacted]	RN 12HR NEW GRAD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	133.70	
[redacted]	RN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	5 99	
[redacted]	RN 12HR SPEC TRAINING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	31.91	

	RN 12HR PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00		
	RN 12HR PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00		
	RN I 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	242.80		
	RN 12HR WO	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option		0.9		FNOAC	0.00		
	ATTEND, COMMUNICATIC	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular		0.75		PTO-S	228.46		
	TECH, ULTRASOUND-PD	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00		
	OFFICER, SECURITY	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FFPTO	9 18		
	EDUCATION ASSISTANT	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FFPTO	64.89		
	RN I 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	40.62		
	SUPV-RESPIRATORY ADUL	DSF	ST, FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		FFPTO	57 34		
	TECH, ULTRASOUND	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	208.59		
	RN I 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	68.90		
	LVN 12 HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	13.22		
	TECH, SURGICAL - PD	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00		
	CERT NURSING ASST	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	381.26		
	HOUSEKEEPING TECH	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	62.90		
	CERT NURSING ASST-12HI	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular		0.6		PTO-S	26.75		
	TECH, CRITICAL CARE	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	75.59		
	UC, MAINTENANCE ENGII	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00		
	RN CASE MGR 10HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular		0.75		PTO-U	122.15		
	TECH, MRI-PD	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00		
	CERT NURSING ASST-12HI	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	32.66		
	RN 10HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	23.29		
	RN 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	7 76		
	RN III 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular		0.6		PTO-U	13.90		
	TECH, CARDIO STAFF	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	161.44		
	COORD, CM (RN) 8 HR	DSF	ST, FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		FFPTO	91.56		
	RN III 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.6		PTO-U	28.36		
	CLINICAL SUP-LABOR & DI	DSF	ST FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		FFPTO	15.65		
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	240 36		
	TECH, EMERGENCY MED	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	88.55		
	RN 12HR WO	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option		0.9		FNOAC	0.00		
	RN III 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.6		PTO-U	41.61		
	RN 12HR NEW GRAD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	170.36		
	RN 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.8		PTO-U	227.49		
	RN 12HR NEW GRAD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	74 11		
	CERT NURSING ASST	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular		0.5		PTO-S	61.93		
	RN I 8HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	194.52		
	RN II 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	56.38		
	CERT NURSING ASST-12HI	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	145 78		
	WORKER, FOOD SERVICE-	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.015		FNOAC	0.00		
	RN II 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular		0.6		PTO-U	199 30		
	RN 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	43.40		
	RN I 12HR WO	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option		0.9		FNOAC	0.00		
	RN CASE MGR III 8 HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	58 09		
	RN II 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	77.87		
	CERTIFIED PHLEB TECHNIC	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00		
	RN I 12 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular		0 6		PTO-U	13.97		
	SECTY, UNIT 10HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	17 78		
	DIR-ADMITTING	DSF	ST FRANCIS MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	75 81		
	ASST SUPV-CENTRAL STER	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SUPNE	Non-Union, Supervisor Non-Exempt	FTREG	Full Time Regular		1		FFPTO	289.87		
	RN 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	49 64		
	INV CONTROL CLERK	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	65.45		
	PT, ADV PRACT II - PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00		
	TECH, OB SURGICAL 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	474.82		
	HOUSEKEEPING TECH-PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00		
	CERT NURSING ASST	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	102.76		
	CLS-10HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FFPTO	67 25		
	CLINICAL SUPV-ICU	DSF	ST, FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		FFPTO	11.33		
	RN 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	12.21 ILOA	INTERMITTENT LEAVE	
	RN 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	30.12		
	PHARMACIST-PD 10HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		FNOAC	0.00		
	PHARMACIST-PD 10HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		FNOAC	0.00		
	PHARMACIST-PD 10HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		FNOAC	0.00		
	RN 8HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	49.36		
	CHAPLAIN SERVICES	DSF	ST FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	PTREG	Part Time Regular		0.5		FFPTO	98.64		
	PHARMACIST-PD 10HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		FNOAC	0.00		
	PHARMACIST-10 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FFPTO	472.14		
	TECH, RADIOLOGY-PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00		
	PHARMACIST-PD 10HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		FNOAC	0 00		
	RN III 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	88.60		
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	191.43		
	CLINICAL SUPV-MEDSURG	DSF	ST, FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		FFPTO	33.78		
	RN 12 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	28.48		
	ASST, LAB	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	88.68		
	RN IV 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	197.47		
	RN 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	76.89		
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular		0.6		PTO-U	4 16		
	PHYSICIAN ASSISTANT-PD	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		FNOAC	0.00		
	EDUCATOR, CLINICAL-8HF	DSF	ST, FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		FFPTO	105 16		
	RN II 12 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	107.41		
	RN II 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	12.40		
	TECH, CENTRAL SERVICE	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	278.09		
	CLERK - PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00		
	TRANSPORTER - PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.015		FNOAC	0.00		
	RN 12HR SPEC TRAINING	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	200.74		
	RN III 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	258.78		
	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	39.03 ILOA	INTERMITTENT LEAVE	
	RN I 12HR PD	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00		
	SUPV-ADMIN HOUSE PD	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SUPNE	Non-Union, Supervisor Non-Exempt	PDIEM	Per Diem		0.013		FNOAC	0.00		
	RN I 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	576.00		
	MENTAL HEALTH WORKEI	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	361.02		
	RN II 12HR PD	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00		
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	117 79		
	RN II 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	173.08		
	DIR-ADULT RESPIRATORY	DSF	ST FRANCIS MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	0.00		
	AIDE, DIETARY-PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	2.80		
	RN 12HR PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00	CLOA	CONTINUOUS LEAVE
	SECTY, UNIT	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	118.89		
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	19 43		
	MSW/MFT-MEDICAL SOC	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	150.91		
	REP,BUSINESS DEVELOPM	DSF	ST, FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		FFPTO	51.56		

	LVN 12 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	575.69		
	CERT NURSING ASST	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular		0.75		PTO-S	81.70		
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	21.14		
	RN 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	157.66		
	TECH, SURGICAL - PD	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00		
	CLINICAL SUPV-EMERGEN	DSF	ST, FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		FPPTO	0.00		
	RN 12HR PD	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00		
	TECH, PHARMACY	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	153.27		
	INTERNAL MEDICINE NUR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	186.38		
	CLINICAL SUPV-MEDSURG	DSF	ST, FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		FPPTO	479.64		
	RN 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	344.88		
	HOSPITAL LIAISON-WELCC	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	123.47		
	RN I 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	90.68		
	RN 12HR SPEC TRAINING	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	427.43		
	RN I 8 HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	561.09		
	TECH, PHARMACY	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	382.41		
	ASST DIR-DIETARY	DSF	ST, FRANCIS MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		FPPTO	57.78		
	PRACT, RESP CARE-12 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	198.49		
	RN II 12HR WO	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTWO	Full Time Wage Option		0.9		FNOAC	0.00		
	DISCHARGE PLANNER	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	95.14		
	RN 12 HR PD	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00		
	RN 12 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	79.52		
	RN 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	159.48		
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	118.86		
	MSW/MFT-MED SOC WO	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00		
	WORKER, FOOD SERVICE	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	204.78		
	RN 12HR SPEC TRAINING	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	386.94		
	RN 12HR WO	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTWO	Full Time Wage Option		0.9		FNOAC	0.00		
	CLINICAL SUPV-NICU	DSF	ST FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		FPPTO	112.94		
	RN I 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	245.97		
	RN 12HR SPEC TRAINING	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	47.80		
	RN 12 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	147.23		
	RN - ACUTE DIALYSIS 12HO	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	33.03		
	TECH, SURGICAL 8HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	76.93		
	CLERK, ADMITTING - PD	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00	WC	WORKERS COMP
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	153.32		
	TRAUMA NURSE CLINICIA	DSF	ST, FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		FPPTO	332.54		
	PAINTER	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	389.31		
	RN II 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	207.20		
	AIDE, DIETARY	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular		0.75		PTO-S	112.05		
	PRACT, SR RESP CARE-12H	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTREG	Part Time Regular		0.6		PTO-S	59.67	CLOA	CONTINUOUS LEAVE
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular		0.6		PTO-U	3.02		
	TECH, PHARMACY	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	105.10		
	RN III 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	403.18		
	RN 12 HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	21.98		
	CLS - PD 10HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		FNOAC	0.00		
	LVN 12 HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	591.92		
	DISCHARGE PLANNER	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	81.02		
	HOUSEKEEPING TECH	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	575.63		
	SECTY, UNIT	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular		0.6		PTO-S	194.77		
	RN 12HR PD	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00		
	SECTY, UNIT-12 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	101.02		
	CLERK	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	112.90		
	RN II 12 HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	33.01	ILOA	INTERMITTENT LEAVE
	RN I 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular		0.6		PTO-U	26.22		
	RADIATION THERAPIST PC	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00		
	CERT NURSING ASST-12HO	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	110.88		
	ELECTRICIAN	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	184.65		
	RN I 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	197.01		
	SECTY, UNIT	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	91.49		
	SECTY, UNIT	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	238.94		
	RN 10HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	0.00	WC	WORKERS COMP
	RN I 12HR WO	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTWO	Part Time Wage Option		0.45		FNOAC	0.00		
	CLS - PD 8 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		FNOAC	0.00		
	RN 12HR SPEC TRAINING	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	188.99		
	RN - ACUTE DIALYSIS 12HO	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	8.89		
	CERTIFIED PHLEB TECHNIC	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	225.12		
	INV CONTROL CLERK-PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00		
	RN I 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	75.18		
	CLINICAL DIR-IMAGING SV	DSF	ST, FRANCIS MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	127.00		
	HOUSEKEEPING TECH	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	108.90		
	CERTIFIED LACTATION EDI	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	2.94		
	RN III 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	8.83		
	RN 12 HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	142.25		
	ASSISTANT CFO	DSF	ST, FRANCIS MEDICAL CENTER	Exempt	ADM	Non-Union, Administration	FTREG	Full Time Regular		1		LPTO	0.00		
	TECH, ULTRASOUND	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	269.39		
	HOUSEKEEPING TECH	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	385.39		
	RN I 12HR PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00		
	RN 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	404.04		
	TECH, SURGICAL - PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00		
	SUPV-LABORATORY 8HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SUPNE	Non-Union, Supervisor Non-Exempt	FTREG	Full Time Regular		1		FPPTO	53.73		
	CLERK, ADMITTING	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	140.55		
	RN 12HR SPEC TRAINING	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	355.85		
	CLS-10HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	132.17		
	CERT NURSING ASST-12HO	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	19.81		
	RN 12 HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	27.35		
	RN 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	248.61		
	TECH, RADIOLOGY	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	193.36		
	RN 12HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	12.85		
	LVN 12HR PD	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00		
	WORKER, FOOD SERVICE	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	398.75		
	CERT NURSING ASST	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular		0.75		PTO-S	65.16		
	CERT NURSING ASST	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	83.82		
	CERTIFIED PHLEB TECHNIC	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular		0.5		PTO-S	10.97		
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	43.56		
	ADMINISTRATOR-SKILLED	DSF	ST FRANCIS MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	0.00		
	CERTIFIED PHLEB TECHNIC	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	87.98		
	PHARMACIST-10 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	100.61		
	PHARM, CLINICAL SPEC-1(	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	293.05		
	RN 12HR NEW GRAD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	88.61		
	RN 12 HR	DSF	ST, FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	53.23		
	CLINICAL DIR-PERIOP SVC	DSF	ST FRANCIS MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	0.00		

	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	91.72						
	MECH, MAINTENANCE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	111.75						
	ASST, DEPT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	320.87						
	LOCKSMITH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	36.00						
	CERT NURSING ASST 12 H	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	12.15						
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	136.85						
	LVN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	300.22						
	OUTREACH SPECIALIST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	57.39						
	RN I 10HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	134.26						
	TECH, EMERGENCY MED-	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	32.90						
	REP,BUSINESS DEVELOPM	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		FPPTO	0.00	WC	WORKERS COMP				
	RN III 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTWO	Part Time Wage Option		0.6		FNOAC	0.00						
	HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	181.62						
	MECH, MAINTENANCE-PE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00						
	ASST, DEPT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	65.88						
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	24 38						
	RN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	131.25						
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	93.77						
	RN I 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00						
	PT AIDE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	218.14						
	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	179.95						
	HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	13.28						
	RN III 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTWO	Part Time Wage Option		0.9		FNOAC	0.00						
	SUPV-PATIENT TRANSPOR	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		FPPTO	49.78						
	CERT NURSING ASST-12HI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular		0.8		PTO-S	20.68						
	CLS-10HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	70 93						
	TECH, ULTRASOUND	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTREG	Part Time Regular		0.8		PTO-S	82.98						
	CLINICAL DIR-MATERNITY	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	0 00						
	TECH, OB SURGICAL 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	124.43						
	RN 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00						
	RN I 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTWO	Full Time Wage Option		0.9		FNOAC	0.00						
	DATA SUPPORT SPEC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	188.74						
	RN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	213.86						
	RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	117 10						
	RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	49.92						
	ASST, DEPT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	386.11						
	ASST, DEPT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	55 90						
	RN 12HR SPEC TRAINING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	23.53						
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	8.01						
	PALLIATIVE CARE NURSE I	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	181.48						
	TECH, EMERGENCY MED '	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00						
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	45 09						
	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	208.06						
	CERTIFIED PHLEB TECHNIC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	212.01						
	RN I 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTWO	Part Time Wage Option		0.6		FNOAC	0 00						
	CLERK-PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00						
	AIDE, DIETARY-PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00						
	HOST/HOSTESS - PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00						
	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular		0.8		PTO-S	22.20						
	RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	347.86						
	PAINTER	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	112.84						
	RN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	83.97						
	HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	138.91						
	RN III 8HR (WOUND CARE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	576.00						
	RN 12HR NEW GRAD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	191.43						
	ASST, DEPT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	34 84						
	TECH, BIOMED	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	62.58						
	ASST, DEPT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	78.46						
	TECH, NUC MEDICINE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	363.28						
	COORD, ACTIVITIES	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTNON	Part Time Non-Benefite		0.5		FNOAC	0 00						
	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular		0.6		PTO-S	28.41						
	HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	12.92						
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	139.12						
	HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	536.93						
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	15.53						
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	40 68						
	PRACT, RESP CARE SR 12H	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0 9		PTO-S	423.19						
	WORKER, FOOD SERVICE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.5		PTO-S	24 64						
	SR UNIT COORDINATOR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	302.55						
	HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	199 46						
	TECH, RADIOLOGY-PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0 00						
	COOK - PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0 00						
	CARTPERSON	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	94 33						
	CERTIFIED PHLEB TECHNIC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		FNOAC	268.70	WC	WORKERS COMP				
	STEMI QUALITY COORD	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		FPPTO	40 00						
	RN I 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0 00						
	CLIN DIR-7TH FL/DIYSIS/S	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	91.89						
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	51.73						
	LVN II-12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0 9		PTO-S	365.31						
	RN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	75.63						
	RN - ACUTE DIALYSIS 12HI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	31.77						
	DISCHARGE PLANNER	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	62.09						
	MGR-PLANT OPERATIONS	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular		1		FPPTO	184.89						
	PRACT, RESP CARE-12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0 9		PTO-S	165.85						
	RN 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00						
	CERTIFIED PHLEB TECHNIC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	41.46						
	SECTY, UNIT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular		0.75		PTO-S	31.69						
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	2.42						
	HOUSEKEEPING TECH-PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00						
	LVN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	14 15						
	RN I 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0 00						
	RN 8 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	94 15						
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	29.63						
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	80 43						
	CLERK 2	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	435.85						
	CERT NURSING ASST-12HI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	93.04						
	MSW/MFT-MEDICAL SOC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	95 48						
	TECH, RADIOLOGY SPEC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	561.02						
	REP, BED CONTROL	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	267.65						
	CLERK, ADMITTING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	190 15						
	COORD, LOBBY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	286.77						
	RN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0 9		PTO-U	84.57						

	RN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	20.56				
	PRACT, RESP CARE WO	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTWO	Full Time Wage Option		0.9		FNOAC	0.00				
	TECH, OB SURGICAL 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	68.44				
	LVN 12 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	202.71				
	CLERK, ADMITTING	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	251.99				
	TRANSPORTER	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	239.95				
	TECH, ULTRASOUND	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTREG	Part Time Regular		0.75		PTO-S	191.72				
	RN I 12HR PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00				
	MENTAL HEALTH WORKEI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00				
	ASST, EXECUTIVE COORDI	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FFPTO	95.32				
	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular		0.8		PTO-S	92.56				
	CLINICAL SUPV	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		FFPTO	61.43				
	PRACT, SR RESP CARE PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00				
	TECH, EMERGENCY MED	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00				
	ASST, PT CERT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTREG	Part Time Regular		0.7		PTO-S	418.08				
	MAP RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	0.00	CLOA	CONTINUOUS LEAVE		
	TECH, EMERGENCY MED	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTWO	Full Time Wage Option		0.9		FNOAC	0.00				
	TECH, HEALTH CARE	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	152.15				
	CLINICAL SUPV-MEDSURG	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		FFPTO	0.00	CLOA	CONTINUOUS LEAVE		
	RN 8HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	6.74				
	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	42.84				
	RN 12HR SPEC TRAINING	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	394.83				
	HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	259.93				
	TECH, RADIOLOGY	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	203.44				
	LVN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTREG	Part Time Regular		0.6		PTO-S	62.50				
	ASST, DEPT	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FFPTO	0.00	WC	WORKERS COMP		
	COOK	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	299.83				
	TECH, PHARMACY	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	287.72				
	SECTY, SR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	199.76				
	MSW/MFT-MEDICAL SOC	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	122.30				
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	94.81				
	RN 12HR SPEC TRAINING	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	200.34				
	CERTIFIED PHLEB TECHNIC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	183.60				
	LVN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	171.25				
	CASHIER - PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00				
	TRANSPORTER - PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00				
	RN 12HR SPEC TRAINING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	12.29				
	LVN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	16.90				
	OFFICER, SECURITY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FFPTO	0.00	MD	MEDICAL		
	RN 12HR PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00				
	HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	93.68				
	RN 12 HR WO	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTWO	Part Time Wage Option		0.45		FNOAC	0.00				
	HOUSEKEEPING TECH-PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00				
	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	521.04				
	CLERK, ADMITTING-PT LIN	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTNON	Part Time Non-Benefits		0.5		FNOAC	0.00				
	RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	116.53				
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	271.47				
	TECH, CRITICAL CARE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	351.95				
	PRACT, SR RESP PD 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00				
	RN CASE MGR II 8 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	177.81				
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	87.22				
	ASST, OFFICE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	133.33				
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	144.26				
	SR LOA/WC COORDINATC	DSF	ST FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		FFPTO	16.01				
	RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	262.72				
	PRACT, RESP CARE PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00				
	TRANSPORTER - PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00				
	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular		0.8		PTO-U	52.15				
	TECH, ULTRASOUND	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	78.81				
	RN 12HR SPEC TRAINING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	173.48				
	RN CASE MGR 10HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		1		PTO-U	349.96				
	PRACT, NEONATAL RESP C	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTREG	Part Time Regular		0.8		PTO-S	182.10				
	RADIATION THERAPIST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	209.73				
	SUPV-ADMITTING	DSF	ST FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		FFPTO	45.74				
	HOUSEKEEPING TECH-PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00				
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	16.90				
	CERT NURSING ASST	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	98.39				
	CLINICAL SUPV-MATERNI	DSF	ST FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		FFPTO	124.10				
	INFECTION PREVENTIONIS	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		FFPTO	47.12				
	CERT NURSING ASST	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	20.52				
	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	210.67				
	HOUSEKEEPING TECH	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	525.52				
	CLS - PD 8 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		FNOAC	0.00				
	RN 12HR NEW GRAD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	59.87				
	RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	145.15				
	PRACT, NEONATAL RESP C	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	15.56				
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	456.27				
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	386.32				
	LVN II-12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.8		PTO-S	124.99				
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	217.62				
	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	93.86				
	CLS - PD 8 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		FNOAC	0.00				
	OFFICER, SECURITY	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		PTO-S	459.98				
	CERTIFIED PHLEB TECHNIC	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular		0.6		PTO-S	142.31				
	MSW/MFT-MEDICAL SOC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	119.00				
	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	353.96				
	COMMUNITY HEALTH PRC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTNON	Part Time Non-Benefits		0.5		FNOAC	0.00				
	LCSW / LMFT-PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00				
	TECH, EMERGENCY MED-I	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	81.21				
	HOUSEKEEPING TECH-PT I	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTNON	Part Time Non-Benefits		0.5		FNOAC	0.00				
	ASST, LAB	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	303.01				
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	61.87				
	CERT NURSING ASST 12 H	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	168.24				
	CHAPLAIN SERVICES	DSF	ST FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		FFPTO	230.18				
	SECTY, UNIT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	74.45				
	HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	592.08				
	LVN 8 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	26.67				
	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	0.00	WC	WORKERS COMP		
	WORKER, FOOD SERVICE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	141.57				
	ASST, LAB	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	572.92				
	TECH, LIMITD XRAY/MEDI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	60.52				
	PHARMACIST-PD 10HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		FNOAC	0.00				

WORKER, FOOD SERVICE-	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00			
MENTAL HEALTH WORKEI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00			
SECTY, UNIT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	179.78			
SECTY, UNIT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	30.14			
RN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	13.66			
RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	141.58			
RN III 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	320.61			
CLS-10HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	17.79			
RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	205.39		Referral	1/8/2019
RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	0.00 CLOA	CONTINUOUS LEAVE		
RN 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00			
LVN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	41.79			
COOK	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	208.44			
RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	235.97			
CLS-8HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	95.61			
TECH, CARDIO INVAS PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00			
CLINICAL SUPV-ICU	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		FPPTO	168.33			
RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	89.61			
RN 12HR NEW GRAD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	65.54			
COOK	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	111.97			
RN 12HR SPEC TRAINING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	16.07			
CLERK, ADMITTING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	230.75 WC	WORKERS COMP		
RADIATION THERAPIST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	0.00			
RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	304.42			
TECH, CT - PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00			
RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	246.77			
RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	242.19			
PROGRAM MGR-WELCO	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular		1		FPPTO	51.56			
LVN 8-12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	96.00			
RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	314.92			
COORD, DATA & EVALUAT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	77.95			
ASST, DEPT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	307.25			
PRACT, RESP CARE-12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	487.46			
ASST, EXECUTIVE COORDI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	21.21			
RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	89.71			
RN I 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00			
HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	152.83			
EXEC DIR-QUALITY MANA	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	413.46			
CERT NURSING ASST-12HI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	55.79			
CERTIFIED PHLEB TECHNIC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	71.12			
LVN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	95.56			
SUPV-ADMIN HOUSE	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		0.9		FPPTO	179.87			
RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	31.25			
PRACT, NEONATAL RESP (	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTREG	Part Time Regular		0.6		PTO-S	134.93			
RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	207.26			
RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	28.90			
HVAC MECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	26.67			
RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	40.24			
OFFICER, SECURITY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	130.46			
RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	184.98			
MGR-PHYSICIAN REL'NS D	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		FPPTO	11.67			
RN IV 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	325.72			
COORD, CASE MGMT SER	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	59.38			
RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	10.50			
RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	18.92			
CLINICAL MGR-TRAUMA I	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular		1		MMPTO	576.00			
MENTAL HEALTH WORKEI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	63.44			
CERT NURSING ASST-12HI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	11.63			
CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	48.27			
SECTY, UNIT 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	207.77			
CERTIFIED LACTATION EDI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	8.28			
LVN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	130.34			
DIR-MEDICAL STAFF AND	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	0.00			
AIDE, DIETARY-PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00			
RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	74.38			
HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	102.17			
RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	106.41			
RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	265.68			
TECH, RADIOLOGY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	517.94			
RN 12HR NEW GRAD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		FNOAC	0.00 CLOA	CONTINUOUS LEAVE		
RN 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00			
CERT NURSING ASST-12HI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	24.48			
TECH, CENTRAL SERVICE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	487.18			
CLERK, ADMITTING - PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00			
TECH, EMERGENCY MED-	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	62.12			
TECH,CERT'FD HEMODIAL	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	32.00			
HRIS COORDINATOR	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		FPPTO	447.98			
HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	256.74			
RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	112.56			
RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	102.71			
RN I 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00			
RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	98.13			
TECH, CRITICAL CARE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		0.9		FNOAC	0.00 CLOA	CONTINUOUS LEAVE		
TECH, OB SURGICAL 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00			
LEAD TECH, BIOMED	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	471.20			
RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	412.28			
TECH, PHARMACY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	204.54			
OT, ADV PRACT I	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.013		PTO-S	8.89			
RN 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00			
TECH, ULTRASOUND-PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00			
TRANSPORTER	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	12.22			
HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	62.80			
RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	129.58			
CERTIFIED PHLEB TECHNIC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	8.89			
RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	198.65			
RN 12HR SPEC TRAINING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	184.74			
RN II 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	20.36			
RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	39.80			
PHARMACIST-10 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		FPPTO	46.88			
RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	234.88			
PRACT, RESP CARE-12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	158.07			
CLERK, ADMITTING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular		0.6		PTO-S	41.75			

[redacted]	SECTY, UNIT 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	340.52	ILOA	INTERMITTENT LEAVE	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN 12HR SPEC TRAINING	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular	[redacted]	0 6	[redacted]	PTO-U	16.97			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	CERT NURSING ASST-12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	92.11			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	73.66			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN 12HR NEW GRAD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	67.31			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	SECURITY LIASON, ER	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	0 00	CLOA	CONTINUOUS LEAVE	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN 12HR SPEC TRAINING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	115 94			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN 12HR SPEC TRAINING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	167 98			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	262.88			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	PHARMACIST-PD 10HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN II 10HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-U	19.73			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	71.60			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	10.33			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	CLINICAL SUPV-BEHAV HL	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	324.00			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	245.31			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	TECH, CENTRAL SERVICE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	71.28			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	CLERK, PRE-REGISTRATION	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	573.93			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	126.52			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	EXECUTIVE CHEF	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTSAL	Full Time Regular	[redacted]	1	[redacted]	FPPTO	40.00			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	OFFICER, SECURITY	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	155 17			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	DISCHARGE PLANNER	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	19 88			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	22.55			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	11.15	ILOA	INTERMITTENT LEAVE	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	CERT NURSING ASST-12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-S	69.87			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	TECH, CT - PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0 00			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	TECH, RADIOLOGY-PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	TECH, ULTRASOUND-PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	CERT NURSING ASST	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	408.61			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	SUPV-ADMIN HOUSE	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	FPPTO	50.87			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PTO-U	234.17			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN II 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	51.17			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	106 19			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN II 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option	[redacted]	0 9	[redacted]	FNOAC	0.00			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	MENTAL HEALTH WORKER	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	433.77			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	DIETICIAN	DSF	ST FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	81.80			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	64.55			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN III 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	94 96			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN 12HR SPEC TRAINING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	203.96			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN II 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PTO-U	494 01			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN - ACUTE DIALYSIS 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	26.50			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN 8HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-U	196.12			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN 12HR SPEC TRAINING	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	203.12			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	PRE-HOSP CARE DATA SPE	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FNOAC	0 00	CLOA	CONTINUOUS LEAVE	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	CLINICAL SUPV-TELEMETR	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	64.30			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	LVN - 8HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	512.83			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	71.84			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	TECH, ULTRASOUND-PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	COOK, GRILL	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	73.94			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	77.53			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	CLS-8HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	92.05			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN 12HR SPEC TRAINING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	88.76			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	PRACT, SR RESP CARE PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	PHARMACIST-PD 10HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTWO	Part Time Wage Option	[redacted]	0 6	[redacted]	FNOAC	0.00	WC	WORKERS COMP	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	DISCHARGE PLANNER PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	PRACT, SR RESP CARE-12H	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	53.35			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	TRAUMA NURSE CLINICIA	DSF	ST FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	17 69			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	72.08			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	PHARMACIST-10 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	451.94			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	PHARMACIST-10 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	543.45			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN 12HR SPEC TRAINING	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	255.83			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	WORKER, FOOD SERVICE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	77.16			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	364 40			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN I 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option	[redacted]	0.9	[redacted]	FNOAC	0.00	ILOA	INTERMITTENT LEAVE	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	28.96			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	0 00	CLOA	CONTINUOUS LEAVE	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	TECH,CERT'PD HEMODIAL	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN 12HR PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0 00			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN I 12HR PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN CASE MGR 10HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.75	[redacted]	PTO-U	75 77			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	493.37			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	CLS-10HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	491.57			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	25 22			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	50 71			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	CERTIFIED PHLEB TECHNIC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	117.09			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	TRAUMA RESOURCE SPEC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	42.14			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	592.28			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	TECH, OB SURGICAL 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-S	21.78			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	TECH, RADIOLOGY-PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	HOUSEKEEPING TECH	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	266.99			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	TECH, MRI-PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	HOUSEKEEPING TECH-PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	TECH, PAR LEVEL	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	574.39			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	FINANCIAL COUNSELOR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	378.66			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN 12HR SPEC TRAINING	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.0	[redacted]	PTO-U	0.00	CLOA	CONTINUOUS LEAVE	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	38.77			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	SUPV-SURGERY SUPPLY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SUPNE	Non-Union, Supervisor Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	498.24			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	SCHED, SURGERY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	305.97			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	11.69			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	CLERK	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular	[redacted]	0.75	[redacted]	PTO-S	73.86			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	31.47			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	WORKER, FOOD SERVICE	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	291.77			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	DIETICIAN - PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	109 70			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	HOUSEKEEPING TECH-PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0 00			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	TECH, HEALTH CARE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	171.89			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	HUMAN RESOURCE SPECI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	21.48			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	MENTAL HEALTH WORKER	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	92.09			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	CLERK, PRE-REGISTRATION	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	175 44			[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	SUPV-RESPIRATORY ADULT	DSF	ST FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FPPTO	272.06			[redacted]	[redacted]	[redacted]	[redacted]

[redacted]	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	129.85	[redacted]
[redacted]	TRANSPORTER	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	441.48	[redacted]
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	24.89	[redacted]
[redacted]	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	35.90	[redacted]
[redacted]	SUPV-SECURITY	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FFPTO	395.17	[redacted]
[redacted]	RN 12HR PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0 00	[redacted]
[redacted]	CLERK, ADMITTING - PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]
[redacted]	TECH, SURGICAL 8HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	31.08	[redacted]
[redacted]	TECH, EMERGENCY MED -	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	281.91	[redacted]
[redacted]	TECH, PHARMACY - PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0 00	[redacted]
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular	[redacted]	0 6	[redacted]	PTO-U	66.00	[redacted]
[redacted]	TECH, PHARMACY	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	219 07	[redacted]
[redacted]	SUPV-RESPIRATORY ADUL	DSF	ST FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FFPTO	99.57	[redacted]
[redacted]	PRINTER	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FFPTO	274.54	[redacted]
[redacted]	HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	66.59	[redacted]
[redacted]	ASST, CASE MANAGEMEN	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	TEMP	Temp	[redacted]	1	[redacted]	FNOAC	0.00	[redacted]
[redacted]	PRACT, SR RESP CARE-12	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	81.37	[redacted]
[redacted]	RN 12HR SPEC TRAINING	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	15.50	LOA INTERMITTENT LEAVE
[redacted]	PRACT, RESP CARE-12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	422.52	[redacted]
[redacted]	RN-MOBILE UNIT(NONBA	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FFPTO	146.89	[redacted]
[redacted]	RN CASE MGR 8 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-U	57.34	[redacted]
[redacted]	SUPV-EVS	DSF	ST FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FFPTO	48.89	[redacted]
[redacted]	RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	208.79	[redacted]
[redacted]	WORKER, FOOD SERVICE-	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0 00	[redacted]
[redacted]	PRACT, RESP CARE SR 12H	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	279.90	[redacted]
[redacted]	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	133.01	[redacted]
[redacted]	LVN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTREG	Part Time Regular	[redacted]	0 6	[redacted]	PTO-S	15.50	[redacted]
[redacted]	CERT NURSING ASST	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTWO	Full Time Wage Option	[redacted]	0.5	[redacted]	FNOAC	371.29	[redacted]
[redacted]	CLINICAL SUPV-BEHAV HL	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FFPTO	106.11	[redacted]
[redacted]	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	109.54	[redacted]
[redacted]	COORD, DATA MNGMNT	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0 00	[redacted]
[redacted]	RN 12 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	62.80	[redacted]
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	14.25	[redacted]
[redacted]	RN 12HR SPEC TRAINING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	88.83	[redacted]
[redacted]	CLINICAL SUPV-NICU	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FFPTO	5.32	[redacted]
[redacted]	PRACT, RESP CARE-12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	PTO-S	173.00	[redacted]
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	0.01	CLOA CONTINUOUS LEAVE
[redacted]	ATTEND, COMMUNICATK	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PTO-S	71.48	[redacted]
[redacted]	ASST, DEPT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	123.79	[redacted]
[redacted]	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular	[redacted]	0 45	[redacted]	PTO-U	0.00	[redacted]
[redacted]	CLERK - PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]
[redacted]	RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	105 70	[redacted]
[redacted]	CLINICAL SUP-LABOR & DI	DSF	ST FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FFPTO	25 78	[redacted]
[redacted]	RN CASE MGR II PD 8 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]
[redacted]	PRACT, NEONATAL RESP C	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	72.55	[redacted]
[redacted]	RN 12HR WO	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option	[redacted]	0.9	[redacted]	FNOAC	0.00	[redacted]
[redacted]	CLINICAL SUPV	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FFPTO	75.58	[redacted]
[redacted]	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	144 23	[redacted]
[redacted]	TECH, ULTRASOUND	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	223.48	[redacted]
[redacted]	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	427.03	[redacted]
[redacted]	PHARMACIST-10 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FFPTO	466.19	[redacted]
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	42.84	[redacted]
[redacted]	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	158.90	[redacted]
[redacted]	EDUCATOR, CLINICAL-8HF	DSF	ST FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FFPTO	0.00	CLOA CONTINUOUS LEAVE
[redacted]	RN III 12HR PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]
[redacted]	RN CASE MGR II 8 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-U	149 46	[redacted]
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	29.58	[redacted]
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	136 45	[redacted]
[redacted]	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	119.37	[redacted]
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	510 65	[redacted]
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	38.55	[redacted]
[redacted]	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	21.30	[redacted]
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	51.62	[redacted]
[redacted]	RN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	279.55	[redacted]
[redacted]	RN 12HR WO	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option	[redacted]	0.9	[redacted]	FNOAC	0.00	WC WORKERS COMP
[redacted]	OFFICER, SECURITY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FFPTO	0 00	WC WORKERS COMP
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PTREG	Part Time Regular	[redacted]	0 6	[redacted]	PTO-U	17.81	[redacted]
[redacted]	CERT NURSING ASST	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	88.19	[redacted]
[redacted]	CLERK, ADMITTING	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	102.40	[redacted]
[redacted]	AIDE, DIETARY	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular	[redacted]	0.5	[redacted]	PTO-S	20.09	[redacted]
[redacted]	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	150.42	[redacted]
[redacted]	TECH, PHARMACY	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	210 16	[redacted]
[redacted]	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	74 00	[redacted]
[redacted]	STAFFING SPECIALIST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	FFPTO	342.44	[redacted]
[redacted]	TRAUMA RESOURCE SPEC	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FFPTO	9 00	[redacted]
[redacted]	SECTY, UNIT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	15 24	[redacted]
[redacted]	TECH, CRITICAL CARE	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	261.31	[redacted]
[redacted]	COOK	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	91.49	[redacted]
[redacted]	CLINICAL MGR-EMERGEN	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular	[redacted]	1	[redacted]	FFPTO	184.00	[redacted]
[redacted]	RN CASE MGR PD 8 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0.00	[redacted]
[redacted]	CERT NURSING ASST-12HI	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	23.90	[redacted]
[redacted]	RN CASE MGR III 12 HR W	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTWO	Full Time Wage Option	[redacted]	0.9	[redacted]	FNOAC	0 00	[redacted]
[redacted]	VP-SURGICAL & CARDIO S	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	ADM	Non-Union, Administration	FTREG	Full Time Regular	[redacted]	1	[redacted]	LPTO	0.00	[redacted]
[redacted]	ATTEND, COMMUNICATK	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	139 35	[redacted]
[redacted]	RN 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	0.00	CLOA CONTINUOUS LEAVE
[redacted]	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	95.11	[redacted]
[redacted]	RN 8HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-U	39.34	[redacted]
[redacted]	RN 10HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-U	34.28	[redacted]
[redacted]	CLINICAL MGR-NICU & PE	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular	[redacted]	1	[redacted]	DMPTO	153.06	[redacted]
[redacted]	ASST, DEPT	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	239.51	[redacted]
[redacted]	DISCHARGE PLANNER	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	68.72	[redacted]
[redacted]	SECTY, UNIT	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	PTO-S	117 21	[redacted]
[redacted]	PRACT, SR RESP CARE-12H	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	10.81	[redacted]
[redacted]	DIR-CHILDRNS CNSLING	DSF	ST FRANCIS MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular	[redacted]	1	[redacted]	LPTO	100.64	[redacted]
[redacted]	TRAUMA QUALITY / PI CO	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FFPTO	429.89	[redacted]
[redacted]	SUPV-ADMIN HOUSE PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SUPNE	Non-Union, Supervisor Non-Exempt	PDIEM	Per Diem	[redacted]	0.013	[redacted]	FNOAC	0 00	[redacted]
[redacted]	CERT NURSING ASST	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	43.39	[redacted]
[redacted]	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	107.18	[redacted]
[redacted]	CERT NURSING ASST	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	PTREG	Part Time Regular	[redacted]	0.5	[redacted]	PTO-S	157.96	[redacted]
[redacted]	RN 8HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-U	175.80	[redacted]
[redacted]	PHARMACIST-10 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	FFPTO	44 19	[redacted]
[redacted]	RN II 12 HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-U	176.35	[redacted]

	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	47.11				
	TECH, SURGICAL - PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		FNOAC	0.00				
	CLINICAL SUPV-ICU	DSF	ST. FRANCIS MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		FPPTO	48.23				
	DIR-PHARMACY	DSF	ST FRANCIS MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	566.27				
	RN II 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	259.82				
	AIDE, DIETARY	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	126 96				
	RN 12HR PD	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00				
	CERTIFIED PHLEB TECHNIC	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	116.19				
	RN 12 HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	85 61				
	CERTIFIED PHLEB TECHNIC	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	15 38				
	SECTY, UNIT	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	102.87				
	TECH, C T	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTREG	Part Time Regular		0.75		PTO-S	171.68				
	HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	79.76				
	TECH, RAD MAMMOGRAPH	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	472.19				
	HOUSEKEEPING TECH	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUS	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	89.71				
	RN 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	78.98				
	RN I 12HR	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.0		PTO-U	0.00				
	RN 12HR PD	DSF	ST FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	PDIEM	Per Diem		0.013		FNOAC	0.00				
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	108.75				
	ASSISTANT CNO	DSF	ST FRANCIS MEDICAL CENTER	Exempt	ADM	Non-Union, Administration	FTREG	Full Time Regular		1		LPTO	0.00				
	PRACT, SR RESP CARE-12H	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTREG	Part Time Regular		0.6		PTO-S	87 07				
	COORD, SCHOOL BASED	DSF	ST FRANCIS MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		FPPTO	132.72				
	RN I 12HR	DSF	ST. FRANCIS MEDICAL CENTER	Non-Exempt	UNAC	UNAC	FTREG	Full Time Regular		0.9		PTO-U	222.38	ILOA	INTERMITTENT LEAVE		
	RN, POB DIALYSIS PD-3	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0 00				
	RN, MED/SURG 7	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	70.55				
	RN COORD, TRANSPLANT	DSV	ST VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		VLVL3	580 46				
	RN, MED/SURG 6	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	84.78				
	RN, TELEMETRY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	67.88				
	RN, EMERGENCY ROOM F	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0.00				
	RN COORD, TRANSPLANT	DSV	ST VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		VLVL3	66.22				
	MGR, CLINIC OPERATIONS	DSV	ST. VINCENT MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular		1		VLVL9	303.30				
	CLINICAL LAB SCIENTIST	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	109 35				
	ASST, NURSING (CERTIFIE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	21.63				
	RN, MED/SURG 6	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	7.38				
	RN, AUDITOR - EMER, ROO	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	111.93				
	RN, EMERGENCY ROOM F	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVU5	0 00				
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	185 97				
	RN, ICU	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	87 41				
	DIR, NEPHROLOGY & ONC	DSV	ST. VINCENT MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	149.46				
	PRACTITIONER, RESP CAR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	24.34				
	RN, EMERGENCY ROOM F	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0.00				
	RN, ICU	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTO	22.73				
	FIN COUNSELOR	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	167.99				
	SUPV, IMAGING SVCS	DSV	ST VINCENT MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		VLVL3	256.20				
	TECH, PHLEB CERTIFIED	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	210.93				
	COORD, ADMINISTRATIVE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	22.14	ILOA	INTERMITENT LEAVE		
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.0		VFPTU	80.54				
	CHARGE NURSE, SHORT S	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTO	485 94				
	UNIT SECRETARY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	128.92				
	RN, MED/SURG 6	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	34 46				
	ASST, DEPT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	77.81				
	LEAD RN	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SUPNE	Non-Union, Supervisor Non-Exempt	FTREG	Full Time Regular		1		VFPTU	103.66				
	TECH, CENTRAL SERVICE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	59.49				
	RN, TELEMETRY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	50 21				
	TECH, CRITICAL CARE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	62.24				
	RN CASE MANAGEMENT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	20.98				
	RN, ICU	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	113.09				
	REP, CLINICAL REGISTRAT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	159 08				
	DIR, MATERIALS MANAGE	DSV	ST. VINCENT MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	80.00				
	RN, ACUTE REHAB	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTO	52.95				
	DIR, MED/SURG UNIT 6	DSV	ST. VINCENT MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	267 92				
	CLINICAL LAB SCIENTIST-P	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		VLVL5	0.00				
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VLVL5	60.16	MD	MEDICAL		
	RN, ACUTE REHAB	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	47 96				
	CHARGE NURSE, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	135.55				
	EDUCATOR, LEAD CLINICA	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VLVL3	130 24				
	PRACTITIONER, RESP CAR	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0 9		PTO-S	11.38				
	COORD, LOA/WC	DSV	ST VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		VLVL3	51.96				
	COORD, HRS	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	72.13				
	ASST, NURSING (CERTIFIE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	86.48				
	CLINICAL LAB SCIENTIST A	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VLVL9	339.41				
	RN, SHORT STAY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VLVL5	155 95	CA	CFRA - CA FAMILY/MEDICA		
	ASST, DEPT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	71.17				
	RN COORD, TRANSPLANT	DSV	ST VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		VLVL3	130.56				
	COORD, SOCIAL WRK PRC	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		VFPTO	130.51	ILOA	INTERMITENT LEAVE		
	DIR, PHYSICIAN RELATION	DSV	ST. VINCENT MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	0.00				
	RN, TELEMETRY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0 6		V202U	7 39				
	CLERK, STOREROOM	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	8.89				
	RN, MED/SURG 7	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	51.54				
	RN, TELEMETRY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	26.17				
	RN, INTERVENTIONAL RAI	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	33.94				
	RN, EMERGENCY ROOM	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		V202U	143.75				
	RN, MED/SURG 7	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	110.70				
	COORD, CARE EXPERIENC	DSV	ST. VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		VLVL3	268.64				
	CLERK, STOREROOM	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	105.53				
	RN COORD, TRANSPLANT	DSV	ST VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		VLVL3	147.06				
	ASST, DEPT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	58.68				
	RN, MED/SURG 7 KP	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	71.81				
	RN, ACUTE REHAB	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	89.18				
	RN, TELEMETRY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	57.81				
	RN, MED/SURG 6	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	122.53				
	CHARGE NURSE, SURG & I	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	456.57				
	TECH, SURGICAL	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	86.05				
	RN, MED/SURG 6	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	84 16				
	RN, ICU	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	139.48				
	RN CASE MANAGEMENT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	21.80				
	TECH, PHARMACY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PTREG	Part Time Regular		0.8		VLVL5	14.34	MD	MEDICAL		
	CLINICAL SOCIAL WORKEI	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTNON	Part Time Non-Benefits		0 4		VLVL5	0 00				
	ASST, DEPT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	13.93	PG	PREGNANCY		
	TECH, HEMODIALYSIS-TEA	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	TEMP	Temp		0.9		VLVL5	0.00				
	SUPV, NURSING ADMIN-1	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SUPNE	Non-Union, Supervisor Non-Exempt	FTREG	Full Time Regular		0.9		VLVL9	525.32				
	RN, TELEMETRY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	22.14				

	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VPPTU	20.46						
	TECH, RADIOLOGY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	10 46	WC	WORKERS COMP				
	RN, CATH LAB PD-1	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0 00						
	RN, EMERGENCY ROOM	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		V202U	218.92						
	RN, MED/SURG 6	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VPPTU	107.56						
	CHARGE NURSE, INTER, R	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VPPTO	28.29						
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VPPTU	946.46						
	RN, RECOVERY ROOM	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VPPTU	28.28						
	RSP, CLINICAL REGISTRAT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	9 78						
	RN, TELEMETRY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VPPTU	58.65						
	ASST, DEPT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	61.08						
	ASST, NURSING (CERTIFIE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	311.31						
	TECH, RADIOLOGY-PD	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00						
	TECH, CT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.8		PTO-S	263.45						
	FIN COUNSELOR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	269.46						
	RN, MED/SURG 6	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.8		VPPTU	106.04						
	RN, ICU	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VPPTU	293.23						
	ASST, NURSING (CERTIFIE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	205.54						
	RN, MED/SURG 7	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VPPTU	61.74						
	RN, ACUTE DIALYSIS PD-2	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0 013		VLVL5	0 00						
	SUPV, NURSING ADMIN/1	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SUPNE	Non-Union, Supervisor Non-Exempt	PDIEM	Per Diem		0.013		VLVL5	0 00						
	RN COORD, TRANSPLANT	DSV	ST VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		VLVL3	48.28						
	ASST, NURSING (CERTIFIE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	128.15						
	TECH, SURGICAL	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	50 00						
	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VPPTO	140.29						
	PRACTITIONER, RESP PD-1	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0 00						
	RN, CATH LAB	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.7		V258U	72.24						
	ASST, NURSING (CERTIFIE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	576.00						
	MGR, TRANSPLANT OUTR	DSV	ST. VINCENT MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular		1		VLVL3	184.76						
	ASST, DEPT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	75.58						
	PRACTITIONER, RESP CAR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	312.41						
	RN, MED/SURG 6	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VPPTU	101.50						
	CLINICAL DIETITIAN-1OHS	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular		0.5		V202S	141.97						
	RN, ACUTE REHAB	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VPPTU	25 20						
	TECH, CARDIO INVAS	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	339.69						
	RN, ONCOLOGY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VPPTU	50.87						
	VP, PATIENT CARE/COO	DSV	ST. VINCENT MEDICAL CENTER	Exempt	ADM	Non-Union, Administration	FTREG	Full Time Regular		1		LPTO	0.00						
	RN, MED/SURG 7	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VPPTO	427 41						
	UNIT SECRETARY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	187.12						
	DIR, IMAGING SVCS	DSV	ST VINCENT MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	401.40						
	RN, ICU PD-1	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0.00						
	RN, MED/SURG 6	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		V202U	19 22						
	TECH, EQUIPMENT DIALYS	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	208.86						
	RN, TELEMETRY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VPPTU	89.22						
	CONSERGE, SERVICE LINE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VPPTO	57.80						
	REP, CLINICAL REGISTRAT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	121.64						
	REP, CLINICAL REGISTRAT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00						
	CHIEF MEDICAL OFFICER (	DSV	ST. VINCENT MEDICAL CENTER	Exempt	ADM	Non-Union, Administration	FTREG	Full Time Regular		1		LPTO	28.30						
	RN, EMERGENCY ROOM	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VPPTU	280.30						
	RN, MED/SURG 6	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VPPTU	45 84						
	CHARGE NURSE, MED/SUI	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VPPTU	319.30						
	ASST, NURSING (CERTIFIE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	70.96						
	CLERK, STOREROOM	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	576.00						
	RN, MED/SURG 6 PD-2	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VPPTU	10 46						
	RN, ACUTE DIALYSIS	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VPPTU	47.87						
	PRACTITIONER, RESP PD-1	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00						
	ASST, NURSING (CERTIFIE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	82.33						
	RN, EMERGENCY ROOM F	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0.00						
	TECH, CARDIO STAFF	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	576.00						
	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VPPTO	137.48						
	TECH, HEMODIALYSIS (CE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	42.79						
	RN COORD, TRANSPLANT	DSV	ST. VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		VLVL3	193.64						
	RN COORD, TRANSPLANT	DSV	ST. VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		VLVL3	140.60						
	RN, ONCOLOGY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VPPTU	359 90						
	TECH, ANESTHESIA	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		VLVL5	0.00	MD	MEDICAL				
	ASST, MANAGEMENT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VPPTO	486.56						
	RN, EMERGENCY ROOM F	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0.00						
	RN CASE MANAGEMENT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VPPTO	82.29						
	RN, MED/SURG 6	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VPPTU	83.54						
	TECH, HEALTH CARE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		0 9		PTO-S	118.45						
	RN, ICU	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VPPTU	127.94						
	ASST, NURSING (CERTIFIE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	488.10						
	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VPPTU	359.98						
	COORD, EDUCATION DEP	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VPPTO	193.62						
	CHARGE NURSE, MED/SUI	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VPPTU	49.33						
	RN, ICU	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VPPTU	37.48						
	PRACTITIONER, RESP CAR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	247.60						
	TECH, CENTRAL SERVICE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	88.53						
	ASST, NURSING (CERTIFIE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	59.06						
	RN, ACUTE REHAB	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VPPTU	7 88						
	ASST, MEDICAL	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	200.05						
	SUPV, NURSING ADMIN/1	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SUPNE	Non-Union, Supervisor Non-Exempt	PDIEM	Per Diem		0.013		VLVL5	0 00						
	ASST, NURSING (CERTIFIE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PTREG	Part Time Regular		0.75		PTO-S	48.91						
	CLINICAL LAB SCIENTIST	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VPPTO	102.02						
	PRACTITIONER, RESP PD-1	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0 00						
	SECURITY OFFICER	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VPPTO	14 14						
	RN, ONCOLOGY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VPPTU	253.90						
	RN, MED/SURG 6	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0 9		V202U	10.47						
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VPPTU	259.02						
	CHARGE NURSE, EMERGE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VPPTU	437.52						
	CLERK	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	168.58						
	TECH, PHLEB CERTIFIED	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	459 94						
	RN, EMERGENCY ROOM	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VPPTU	210.83						
	ASST, NURSING (CERTIFIE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	371.88						
	TECH, SURGICAL SR	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	134.55						
	RN, EMERGENCY ROOM F	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0.00						
	RN, TELEMETRY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VPPTU	197.08						
	SUPV, NURSING ADMIN-1	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SUPNE	Non-Union, Supervisor Non-Exempt	FTREG	Full Time Regular		1		VPPTU	152.79						
	RN, MED/SURG 7 ICP	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VPPTU	86.18						
	RN, SURG & RECOVERY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VPPTU	10.46						
	NURSE PRACTITIONER SR,	DSV	ST. VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		VLVL3	417.34						
	TECH, ECHO	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	16.98						

	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	43.92					
	TECH, PHARMACY-PD	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00					
	ATTEND, COMMUNICATK	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	576.00					
	TECH, EKG-PD	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00					
	ASST, DEPT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	55.48					
	COORD, DATA TRANSPLAI	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	254.55					
	SOCIAL WORKER LCSW-PI	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00					
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VLVL5	116.54	MD	MEDICAL			
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.8		VFPTU	166.09					
	PHARMACIST-8HR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	297.12					
	RN, CASE MANAGEMENT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0.00					
	PHARMACIST-8HR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	81.56					
	RN, EMERGENCY ROOM	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	309.59					
	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	82.55					
	TECH, RADIOLOGY SPEC	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	508.13					
	RN, RECOVERY ROOM	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	89.12					
	RN, MED/SURG 7	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	135.54					
	RN CASE MANAGEMENT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTO	32.67					
	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	103.32	PG	PREGNANCY			
	RN CASE MANAGEMENT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTO	195.02					
	RN, MED/SURG 6	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	268.48					
	RN, POB DIALYSIS	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	266.45					
	RN, SHORT STAY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	9.13					
	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	98.76					
	RN, ACUTE REHAB	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	98.70					
	TECH, EKG	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	183.38					
	RN, EMERGENCY ROOM	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	126.24					
	EDUCATOR, CLINICAL RN	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VLVL9	84.08					
	RN, MED/SURG 7	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	90.96					
	PHARMACIST-PD-8HR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		VLVL5	0.00					
	RN, MED/SURG 6	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	181.88					
	TECH, ECHO-PD	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00					
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		V202U	14.70					
	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	54.64					
	ASST, MEDICAL	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	30.80					
	ASST, NURSING (CERTIFIE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	231.90					
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	98.59					
	TECH, PHARMACY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	81.41					
	TECH, RADIOLOGY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	195.47					
	PRACTITIONER, RESP CAR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	152.49					
	TRANSPORTER	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	416.00					
	TRANSPORTER	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	46.91					
	TECH, DIAG ULTRASOUNE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	324.93					
	RN, MED/SURG 7	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	8.92					
	RN CASE MANAGEMENT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	27.96					
	RN, MED/SURG 8	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	71.41					
	UNIT SECRETARY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	87.05					
	RN, POB DIALYSIS	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	80.63					
	RN, ICU PD-1	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0.00					
	VP, PATIENT CARE/COO	DSV	ST. VINCENT MEDICAL CENTER	Exempt	ADM	Non-Union, Administration	FTREG	Full Time Regular		1		LPTO	55.38					
	RN, RECOVERY ROOM	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	33.18					
	RN, CATH LAB	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	11.26					
	RN, SURG & RECOVERY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VLVL5	0.00	FM	FMLA - FED FAMILY/MEDIC			
	RN, CASE MANAGER-PD	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0.00					
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	446.74					
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	102.45					
	RN, MED/SURG 7	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	55.54					
	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	108.18					
	REP, SCHEDULER/PRE-ADI	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	278.99					
	RN, RECOVERY ROOM 10I	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	251.84					
	PHYSICIAN ASSISTANT-PD	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		VLVL5	0.00					
	TECH, BIOMED	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	15.34					
	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	48.12					
	RN, ACUTE REHAB	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	152.86					
	RADIATION THERAPIST	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	259.31					
	ASST, NURSING (CERTIFIE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	63.78					
	RN, ACUTE DIALYSIS	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		V202U	64.33					
	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	61.50					
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	197.47					
	RN, ONCOLOGY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	225.10					
	RN, EMERGENCY ROOM	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	59.04				Sign-On/Re 4/19/2019	Sign-On/Re 10/18/2019
	COORD, CLINICAL PHARM	DSV	ST. VINCENT MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular		1		VLVL3	135.48					
	CLINICAL LAB SCIENTIST-P	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		VLVL5	0.00					
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	22.02					
	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	7.38				Sign-On/Re 3/22/2019	Sign-On/Re 9/20/2019
	LEAD CLERK	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	306.80					
	RN, POB DIALYSIS PD-1	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0.00					
	RN, SURG & RECOVERY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	354.33					
	RN, SURG & RECOVERY PI	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VLVL5	0.00	PG	PREGNANCY			
	RN, ACUTE DIALYSIS	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	202.76					
	COORD, CLINICAL RESEAR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	170.78					
	REP, CLINICAL REGISTRAT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00					
	RN, SHORT STAY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	181.38					
	TECH, SURGICAL SR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	199.22					
	ATTEND, COMMUNICATK	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	19.49					
	ASST, NURSING (CERTIFIE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	38.00					
	RN, MED/SURG 7	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		PTO-S	11.83					
	RN, EMERGENCY ROOM F	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0.00					
	COORD, STAFFING	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	17.22					
	TECH, PHARMACY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PTREG	Part Time Regular		0.8		PTO-S	27.42					
	RN, ACUTE DIALYSIS	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	39.56					
	REP, CLINICAL REGISTRAT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	283.96					
	RN, MED/SURG 6 PD-1	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0.00					
	PRACTITIONER, RESP CAR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTREG	Part Time Regular		0.75		PTO-S	48.30					
	RN COORD, TRANSPLANT	DSV	ST. VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		VLVL3	14.92					
	PRACTITIONER, RESP CAR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	84.50					
	REP, SCHEDULER/PRE-ADI	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	152.08					
	FIN COUNSELOR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	274.03					
	RN GI LAB-8/80	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTO	284.35					
	RN, SURG & RECOVERY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	289.53					
	RN, CATH LAB (STEMI)	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.7		V2SSU	107.60					
	CLINICAL LAB SCIENTIST	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	108.17					

[redacted]	RN, MED/SURG 7	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VPPTU	7.38			[redacted]	[redacted]	[redacted]
[redacted]	RN, TELEMETRY PD-1	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem	[redacted]	0.013	[redacted]	VLVL5	0.00			[redacted]	[redacted]	[redacted]
[redacted]	TRANSPORTER	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	283.04			[redacted]	[redacted]	[redacted]
[redacted]	RN CASE MANAGEMENT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	1	[redacted]	VPPTO	178.25			[redacted]	[redacted]	[redacted]
[redacted]	RN, SURG & RECOVERY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	1	[redacted]	VPPTU	129.12			[redacted]	[redacted]	[redacted]
[redacted]	ASST, MEDICAL	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	135.45			[redacted]	[redacted]	[redacted]
[redacted]	ASST, NURSING (CERTIFIE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	92.81			[redacted]	[redacted]	[redacted]
[redacted]	TECH, HEMODIALYSIS (CE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-S	93.94			[redacted]	[redacted]	[redacted]
[redacted]	UNIT SECRETARY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	17.02			[redacted]	[redacted]	[redacted]
[redacted]	CHARGE NURSE, GI LAB	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	1	[redacted]	VPPTO	68.25			[redacted]	[redacted]	[redacted]
[redacted]	RN, ONCOLOGY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	1	[redacted]	VPPTU	44.11			[redacted]	[redacted]	[redacted]
[redacted]	RN, POB DIALYSIS	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VPPTU	52.42			[redacted]	[redacted]	[redacted]
[redacted]	CHARGE NURSE, ONCOLO	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VPPTU	143.84			[redacted]	[redacted]	[redacted]
[redacted]	PHARMACIST-8HR	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	VPPTO	106.77			[redacted]	[redacted]	[redacted]
[redacted]	RN, MED/SURG 7	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VPPTU	22.14			[redacted]	[redacted]	[redacted]
[redacted]	TECH, RADIOLOGY SPEC	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	209 37			[redacted]	[redacted]	[redacted]
[redacted]	RN, SURG & RECOVERY PI	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem	[redacted]	0.013	[redacted]	VLVL5	0.00			[redacted]	[redacted]	[redacted]
[redacted]	ASST, LAB	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	35.56			[redacted]	[redacted]	[redacted]
[redacted]	DIR, ICU	DSV	ST. VINCENT MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular	[redacted]	1	[redacted]	LPTO	0.00			[redacted]	[redacted]	[redacted]
[redacted]	ASST, NURSING (CERTIFIE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	35 46			[redacted]	[redacted]	[redacted]
[redacted]	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VPPTU	369.62			[redacted]	[redacted]	[redacted]
[redacted]	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	VPPTU	156.54			[redacted]	[redacted]	[redacted]
[redacted]	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VPPTU	22.13			[redacted]	[redacted]	[redacted]
[redacted]	SUPV, PHARMACY TECH	DSV	ST VINCENT MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	VLVL3	117.85			[redacted]	[redacted]	[redacted]
[redacted]	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	VPPTU	68.17			[redacted]	[redacted]	[redacted]
[redacted]	CHIEF FINANCIAL OFFICER	DSV	ST VINCENT MEDICAL CENTER	Exempt	ADM	Non-Union, Administration	FTREG	Full Time Regular	[redacted]	1	[redacted]	LPTO	0.00	MD	MEDICAL	[redacted]	[redacted]	[redacted]
[redacted]	RN, MED/SURG 6	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VPPTU	98.90			[redacted]	[redacted]	[redacted]
[redacted]	ASST, NURSING (CERTIFIE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	68.56	WC	WORKERS COMP	[redacted]	[redacted]	[redacted]
[redacted]	TRANSPORTER-PD	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	VLVL5	0.00			[redacted]	[redacted]	[redacted]
[redacted]	ASST, DEPT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	21 91			[redacted]	[redacted]	[redacted]
[redacted]	ASST, NURSING (CERTIFIE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	554.44			[redacted]	[redacted]	[redacted]
[redacted]	RN, TELEMETRY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VPPTU	10 98			[redacted]	[redacted]	[redacted]
[redacted]	TECH, CT-PD	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	VLVL5	0.00			[redacted]	[redacted]	[redacted]
[redacted]	RN, NURSING ADMIN	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VPPTU	7 39			[redacted]	[redacted]	[redacted]
[redacted]	PRACTITIONER, RESP CAR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	410.22			[redacted]	[redacted]	[redacted]
[redacted]	ANALYST, CLINICAL INFO	DSV	ST VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	VLVL3	48.28			[redacted]	[redacted]	[redacted]
[redacted]	DIR, ED (INTERIM)	DSV	ST. VINCENT MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular	[redacted]	1	[redacted]	LPTO	0.00			[redacted]	[redacted]	[redacted]
[redacted]	TECH, ULTRASOUND-PD	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	VLVL5	0 00			[redacted]	[redacted]	[redacted]
[redacted]	PHYSICIAN ASSISTANT	DSV	ST. VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	VLVL3	305.68			[redacted]	[redacted]	[redacted]
[redacted]	TECH, SURGICAL	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	57.52			[redacted]	[redacted]	[redacted]
[redacted]	TRANSPORTER	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	188.06			[redacted]	[redacted]	[redacted]
[redacted]	ASST, NURSING (CERTIFIE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	62.15			[redacted]	[redacted]	[redacted]
[redacted]	TECH, CYTO	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	552.83			[redacted]	[redacted]	[redacted]
[redacted]	CLERK, STOREROOM	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	556.92			[redacted]	[redacted]	[redacted]
[redacted]	CLINICAL CDORD RN, ONT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	VPPTO	14 76			[redacted]	[redacted]	[redacted]
[redacted]	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VLVL5	143.67	PG	PREGNANCY	[redacted]	[redacted]	[redacted]
[redacted]	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VPPTO	77.64			[redacted]	[redacted]	[redacted]
[redacted]	ASST, NURSING (CERTIFIE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	VLVL5	0 00	MD	MEDICAL	[redacted]	[redacted]	[redacted]
[redacted]	TECH, PHLEB CERTIFIED	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	16.65			[redacted]	[redacted]	[redacted]
[redacted]	RN, MED/SURG 6	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VPPTU	90.30			[redacted]	[redacted]	[redacted]
[redacted]	TECH, HEMODIALYSIS-PD	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	VLVL5	0.00			[redacted]	[redacted]	[redacted]
[redacted]	CLERK, PRE-REGISTRATIOI	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	111.91			[redacted]	[redacted]	[redacted]
[redacted]	TECH, RADIOLOGY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	326.00			[redacted]	[redacted]	[redacted]
[redacted]	TRANSPORTER-PD	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	102.50			[redacted]	[redacted]	[redacted]
[redacted]	ASST, DEPT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	384.08	MD	MEDICAL	[redacted]	[redacted]	[redacted]
[redacted]	TECH, PHARMACY-PD	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	VLVL5	0 00			[redacted]	[redacted]	[redacted]
[redacted]	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VPPTO	24.67			[redacted]	[redacted]	[redacted]
[redacted]	RN, SHORT STAY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	1	[redacted]	VPPTU	22.75			[redacted]	[redacted]	[redacted]
[redacted]	TRANSPORTER	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	38.76	MD	MEDICAL	[redacted]	[redacted]	[redacted]
[redacted]	REP, CLINICAL REGISTRAT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	VLVL5	0 00			[redacted]	[redacted]	[redacted]
[redacted]	RN, MED/SURG 7	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VPPTU	331.75			[redacted]	[redacted]	[redacted]
[redacted]	PRACTITIONER, RESP CAR	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-S	523 60			[redacted]	[redacted]	[redacted]
[redacted]	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	VPPTU	163.32			[redacted]	[redacted]	[redacted]
[redacted]	RN, CATH LAB	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VPPTU	15 37			[redacted]	[redacted]	[redacted]
[redacted]	DIR, RISK MGMT	DSV	ST VINCENT MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular	[redacted]	1	[redacted]	LPTO	7.36			[redacted]	[redacted]	[redacted]
[redacted]	TECH, RADIOLOGY-PD	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	VLVL5	0 00			[redacted]	[redacted]	[redacted]
[redacted]	PRACTITIONER, RESP CAR	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	PTO-S	12.21			[redacted]	[redacted]	[redacted]
[redacted]	RN, ONCOLOGY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	VPPTU	59 40			[redacted]	[redacted]	[redacted]
[redacted]	ASST, NURSING (CERTIFIE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	482.12			[redacted]	[redacted]	[redacted]
[redacted]	DOSIMETRIST	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	VPPTO	456 60			[redacted]	[redacted]	[redacted]
[redacted]	DIR, TRANSPLANT SVCS	DSV	ST VINCENT MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular	[redacted]	1	[redacted]	LPTO	0 00			[redacted]	[redacted]	[redacted]
[redacted]	REP, CLINICAL REGISTRAT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	VLVL5	0.00			[redacted]	[redacted]	[redacted]
[redacted]	RN, MED/SURG 7	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VPPTU	96.38			[redacted]	[redacted]	[redacted]
[redacted]	PHARMACIST-8HR	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	VLVL4	192.77			[redacted]	[redacted]	[redacted]
[redacted]	RN, ICU	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VPPTU	71.65			[redacted]	[redacted]	[redacted]
[redacted]	UNIT SECRETARY 12/40-PI	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	VLVL5	0.00			[redacted]	[redacted]	[redacted]
[redacted]	SUPV, PUBLIC SAFETY SHI	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SUPNE	Non-Union, Supervisor Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	VPPTO	81.40	LOA	INTERMITENT LEAVE	[redacted]	[redacted]	[redacted]
[redacted]	SECURITY OFFICER	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	VPPTO	244.27	MD	MEDICAL	[redacted]	[redacted]	[redacted]
[redacted]	RN, MED/SURG 7	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VPPTU	38.70			[redacted]	[redacted]	[redacted]
[redacted]	CLINICAL LAB SCIENTIST	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	VPPTO	369.92			[redacted]	[redacted]	[redacted]
[redacted]	CHARGE NURSE, MED/SUI	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VPPTU	159.62			[redacted]	[redacted]	[redacted]
[redacted]	TECH, RADIOLOGY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	145 14			[redacted]	[redacted]	[redacted]
[redacted]	PRACTITIONER, RESP CAR	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	23.41			[redacted]	[redacted]	[redacted]
[redacted]	TECH, CENTRAL SERVICE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	47 12			[redacted]	[redacted]	[redacted]
[redacted]	PHYSICIAN ASSISTANT-PD	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem	[redacted]	0.013	[redacted]	VLVL5	0 00			[redacted]	[redacted]	[redacted]
[redacted]	MGR, STERILE PROCESSIN	DSV	ST VINCENT MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular	[redacted]	1	[redacted]	VLVL5	0.00	WC	WORKERS COMP	[redacted]	[redacted]	[redacted]
[redacted]	SPEC, AUTHORIZATION	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	327.07			[redacted]	[redacted]	[redacted]
[redacted]	REP, SCHEDULER/PRE-ADI	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	26.67			[redacted]	[redacted]	[redacted]
[redacted]	FINANCIAL COUNSELOR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	13.01			[redacted]	[redacted]	[redacted]
[redacted]	ASST, DEPT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	24.48			[redacted]	[redacted]	[redacted]
[redacted]	SUPV, CLINIC OPERATION	DSV	ST. VINCENT MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	VLVL3	434.76			[redacted]	[redacted]	[redacted]
[redacted]	CLERK, LABORATORY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	142.05			[redacted]	[redacted]	[redacted]
[redacted]	REP, CLINICAL REGISTRAT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	67.25			[redacted]	[redacted]	[redacted]
[redacted]	RN COORD QUALITY TRAI	DSV	ST VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	VLVL3	144 38			[redacted]	[redacted]	[redacted]
[redacted]	TECH, SURGICAL	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	18.67			[redacted]	[redacted]	[redacted]
[redacted]	TECH, RADIOLOGY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	100.82			[redacted]	[redacted]	[redacted]
[redacted]	PHARMACIST-PD-8HR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem	[redacted]	0.013	[redacted]	VLVL5	0.00			[redacted]	[redacted]	[redacted]
[redacted]	RN, ACUTE DIALYSIS	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	VPPTU	93.63			[redacted]	[redacted]	[redacted]
[redacted]	ASST, NURSING (CERTIFIE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	126.48			[redacted]	[redacted]	[redacted]
[redacted]	ASST, DEPT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	193.30			[redacted]	[redacted]	[redacted]
[redacted]	REP, CLINICAL REGISTRAT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	182.44			[redacted]	[redacted]	[redacted]
[redacted]	RN, ACUTE REHAB	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0 9	[redacted]	VPPTU	48.34			[redacted]	[redacted]	[redacted]

[redacted]	TECH, RADIOLOGY-PD	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	VLVL5	0.00	[redacted]	[redacted]	[redacted]
	TECH, EMERGENCY MED	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	24 00			
	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	20.92			
	TECH, PHLEB CERTIFIED	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	107.88			
	RN, MED/SURG 6	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	96.78			
	RN, MED/SURG 7 XP	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	133.64			
	ASST, NURSING (CERTIFIE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	493.44			
	TECH, CT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	368.88			
	TECH, NUC MEDICINE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	948.06			
	RN, ONCOLOGY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTO	275 59			
	RN, ICU PD-3	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0.00			
	RN, MED/SURG 6	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTO	231.80	ILOA	INTERMITENT LEAVE	
	SUPV, NURSING ADMIN/1	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SUPNE	Non-Union, Supervisor Non-Exempt	PDIEM	Per Diem		0.013		VLVL5	0.00			
	RN, SURG & RECOVERY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	7.38			
	TECH, PHLEB CERTIFIED	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	202.10			
	CLINICAL SOCIAL WORKEI	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	24.56			
	UNIT SECRETARY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	177 47			
	PRACTITIONER, RESP CAR	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	468.90			
	TECH, HEMODIALYSIS-PD	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00			
	MGR, PUBLIC SAFETY	DSV	ST VINCENT MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular		1		VLVL9	149 62			
	ASST, DEPT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	12.27			
	ATTEND, COMMUNICATIC	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	18.44			
	ASST, DEPT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	89.88			
	TECH, SURGICAL SR	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	129 15			
	MGR, CLINIC OPERATIONS	DSV	ST. VINCENT MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular		1		VLVL5	60.80			
	VP, HUMAN RESOURCES	DSV	ST VINCENT MEDICAL CENTER	Exempt	ADM	Non-Union, Administration	FTREG	Full Time Regular		1		LPTO	158.12			
	SECURITY OFFICER	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	0.00			
	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	111.54			
	MGR, PATIENT ACCESS	DSV	ST. VINCENT MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular		1		VLVL3	160.48			
	RN, CATH LAB	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	291 02			
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	77.34			
	TECH, CT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	94 40			
	TECH, NUC MEDICINE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	950.18			
	TECH, SURGICAL	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	9.78			
	ASST, DEPT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	9.78			
	UNIT SECRETARY-PD	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00			
	PHYSICIAN ASSISTANT	DSV	ST. VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		VLVL9	157.16			
	SECURITY OFFICER	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	192.88			
	PHARMACIST-PD-8HR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		VLVL5	0.00			
	RN, ONCOLOGY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	19.28			
	TECH, PHLEB CERTIFIED	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	177.36			
	SUPV, LABORATORY	DSV	ST VINCENT MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		VFPTO	24.08			
	SECURITY OFFICER	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	308.42			
	PHARMACIST-PD-8HR	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		VLVL5	0.00			
	RN, EMERGENCY ROOM F	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0.00			
	COORD, STAFFING	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	287.35			
	TRANSPORTER	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PTREG	Part Time Regular		0.5		PTO-S	88.21			
	TECH, HEALTH CARE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		0 9		PTO-S	269 47			
	RN, SHORT STAY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	9.85			
	TECH, HEMODIALYSIS (CE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	183.14			
	RN, MED/SURG 7	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	201.74			
	RN, MED/SURG 6	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VLVL5	2.76	MD	MEDICAL	
	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VLVL5	0.00	PG	PREGNANCY	
	RN, TELEMETRY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	272.17			
	TECH, RAD/MAMMOGRA	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00			
	REP, CLINICAL REGISTRAT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	312.49			
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	45.80		Sign-On/Re 4/19/2019	Sign-On/Re 10/18/2019
	RN, ACUTE REHAB	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	23.88			
	RN, MED/SURG 7 XP	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	31.60			
	COORD, CONTRACTS	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	7 38			
	TRANSPORTER-PD	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00			
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	69.05			
	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	285.07			
	DIR PERIOPERATIVE SVCS	DSV	ST VINCENT MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	0 00			
	ASST, DEPT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	328.05			
	RN, SHORT STAY 12HR	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	423.92			
	DIR MEDICAL STAFF	DSV	ST. VINCENT MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	16.96			
	TECH, PHLEB CERTIFIED	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	108.55			
	SECURITY OFFICER	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	0.00			
	ASST, NURSING (CERTIFIE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	112.13			
	TECH, EMERGENCY MED	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	416.00			
	SOCIAL WORKER MSW-PE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00			
	TRANSPORTER	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	491.00			
	REP, SCHEDULER/PRE-ADI	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	11.06			
	TECH, CENTRAL SERVICE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	115.57			
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0 6		V202U	5.52			
	ASST, NURSING (CERTIFIE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	180 43			
	RN, SURG & RECOVERY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	15.93			
	RN, ICU PD-1	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0.00			
	TECH, ANESTHESIA	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	8.89			
	COORD, OFFICE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	157.50			
	RN, TELEMETRY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	89 60			
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	284 16			
	RN, SURG & RECOVERY 2	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	25 18			
	TECH, CT-PD	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0 00			
	RN, MED/SURG 8	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	12.05			
	PHARMACIST-8HR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	217.59			
	PHARMACIST, TRANSPLAN	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	49.46			
	RN, SHORT STAY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	149 63			
	RN, ICU	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	126.56			
	RN, MED/SURG 7	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	77.21			
	TECH, HEMODIALYSIS-PD	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00			
	LEAD COMMUNICATIONS	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	253.82			
	TECH, SURGICAL	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	10 45			
	RN, ACUTE DIALYSIS	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	107.88			
	ASST, DEPT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	101.76			
	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	121.32			
	PHARMACIST-8HR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	394.50			
	RN, SHORT STAY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	12.54			
	RN, MED/SURG 6	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	91.32			
	RN, ACUTE REHAB	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTO	198.13			
	RN, TELEMETRY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	37.04			

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	ASST, NURSING (CERTIFIE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	126.86			
	RN, MED/SURG 7	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	99 66			
	ASST, NURSING (CERTIFIE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	485.07			
	DIR, TELEMETRY	DSV	ST VINCENT MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	529.86			
	UNIT SECRETARY 12/40	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		0.6		PTO-S	576.00			
	TECH, HEALTH CARE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	388.46			
	TECH, PHLEB CERTIFIED	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	291.87			
	RN, MED/SURG 7	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	55 48			
	DIETITIAN, OUTPATIENT T	DSV	ST. VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		VLVL3	485.48			
	TECH, CENTRAL SERVICE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	426.76			
	RN, MED/SURG 7 XP	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	132.78			
	RN, ICU	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		V202U	65.85			
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VLVL5	107.40	MD	MEDICAL	
	MGR, CATH LAB	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SUPNE	Non-Union, Supervisor Non-Exempt	FTREG	Full Time Regular		1		VFPTO	95.21			
	TECH, HEMODIALYSIS (CE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	194.49			
	RN, EMERGENCY ROOM F	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0.00			
	RN, ICU	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	89 60			
	RN, ONCOLOGY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	49.80			
	RN, MED/SURG 6	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	80.60			
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	234.85			
	TECH, MRI	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	10 46			
	REP, CLINICAL REGISTRAT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	415.53			
	CLINICAL LAB SCIENTIST-P	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		VLVL5	0.00			
	SUPV, NURSING ADMIN-1	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SUPNE	Non-Union, Supervisor Non-Exempt	FTREG	Full Time Regular		1		VFPTO	129.74			
	TECH, ULTRASOUND-PD	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	17.76			
	TECH, HEMODIALYSIS (CE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		0 9		PTO-S	63.41			
	SUPV, CENTRAL SVCS & SL	DSV	ST. VINCENT MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		VFPTO	255.35			
	SUPV, RESPIRATORY	DSV	ST. VINCENT MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		VLVL3	55.45			
	TECH, PHLEB CERTIFIED	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	464.54			
	SECURITY OFFICER	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	61 75			
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	20.14			
	TECH, HEMODIALYSIS (CE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		0 9		PTO-S	220.84			
	TECH, PHLEB CERTIFIED	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	108.25			
	ASST, NURSING (CERTIFIE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	561.84			
	TECH, CT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTREG	Part Time Regular		0.75		PTO-S	72.62			
	MGR, CARDIOLOGY CLINI	DSV	ST. VINCENT MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular		1		VLVL3	914.60			
	ASST, NURSING (CERTIFIE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	225 49			
	RN, MED/SURG 7 XP	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	54 16			
	TECH, CT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	186.83			
	ASST, DEPT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	104.23	ILOA	INTERMITENT LEAVE	
	CONSIERGE, SERVICE LINE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	15.39			
	TECH, HEMODIALYSIS (CE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		0 9		PTO-S	216.55			
	RN, INTERVENTIONAL RAI	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	242.09			
	PRACTITIONER, RESP CAR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	558.90			
	TECH, HEALTH CARE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	117.85			
	TECH, SURGICAL SR	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	130.88			
	RN CASE MANAGEMENT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTO	105.29			
	RADIATION THERAPIST	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	266.88			
	CHARGE NURSE, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	23.38			
	ASST, NURSING (CERTIFIE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	57.54			
	UNIT SECRETARY 12/40-P	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PTNON	Part Time Non-Benefits		0 6		VLVL5	0.00			
	UNIT SECRETARY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		VLVL5	401.26	MD	MEDICAL	
	TECH, RADIOLOGY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	181.39			
	UNIT SECRETARY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	212.68			
	TECH, SURGICAL	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	10 08			
	TECH, CENTRAL SERVICE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	288.97			
	ANALYST, MEDICAL STAFF	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	19 93			
	TECH, HEMODIALYSIS (CE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	144.53			
	TECH, CENTRAL SERVICE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	85.43			
	RN, CATH LAB	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	162.69			
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	7 38			
	RN, EMERGENCY ROOM	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0 6		VFPTU	0.00			
	RN, SURG & RECOVERY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	52.86			
	PRACTITIONER, RESP PD-1	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00			
	ASST, NURSING (CERTIFIE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	191.89			
	TECH, ANESTHESIA	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTREG	Part Time Regular		0.5		PTO-S	75 25			
	COORD, HRIS	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	86.18			
	RN, EMERGENCY ROOM	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VLVL5	77.51	PG	PREGNANCY	
	COORD, DATA INFECTION	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	7.38			
	EXEC DIR, NURS OPS & MC	DSV	ST VINCENT MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	234.42			
	RN, MED/SURG 6	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	523.61			
	PHARMACIST-PD-8HR	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		VLVL5	0.00			
	RN, MED/SURG 7 PD-1	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0.00			
	TECH, SURGICAL-PD	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0 00			
	RN, ONCOLOGY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	60 69			
	TRANSPORTER-PD	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0 00			
	RN, CASE MANAGEMENT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0 00			
	RN, EMERGENCY ROOM F	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0.00			
	PHYSICIAN ASSSTANT	DSV	ST. VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		VLVL3	149.92			
	TRANSPORTER	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	101.68			
	FIN COUNSELOR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	222.13			
	TRANSCRIBER	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	375 49			
	TECH, SURGICAL SR	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	12.31	ILOA	INTERMITENT LEAVE	
	RN, EMERGENCY ROOM	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VLVL5	427.67	WC	WORKERS COMP	
	ATTEND, COMMUNICATIC	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	18.65			
	MGR, LAB OPS	DSV	ST VINCENT MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular		1		VLVL3	203.14	ILOA	INTERMITENT LEAVE	
	ASST, NURSING (CERTIFIE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	51.14			
	RN, TELEMETRY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VLVL5	14 76	PG	PREGNANCY	
	RN, MED/SURG 6 PD-1	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0.00			
	COORD, OFFICE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	10 45			
	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	197 16			
	ASST, DEPT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	45 90			
	TECH, PHLEB CERTIFIED	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	90.00			
	RN, SURG & RECOVERY 2	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	32.10			
	RN, ACUTE REHAB	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	44.22			
	UNIT SECRETARY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	15 64			
	CHARGE NURSE, EMERGE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	195.88			
	RN, TELEMETRY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	16.50			
	DISCHARGE PLANNER-PD	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00			
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	55 06			
	RN COORD QUALITY MAN	DSV	ST. VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		VLVL3	37.60			
	RN, TELEMETRY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	38 90			

	RN, ACUTE REHAB	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	159.64		
	EDUCATOR, DIABETES RN	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		VLVL9	79 70		
	CLINICAL LAB SCIENTIST	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	93.22		
	PHARMACIST-8HR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	37 25		
	MGR, CORE LAB	DSV	ST. VINCENT MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular		1		VLVL3	158.92		
	TECH, CT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	212.11		
	REP, CLINICAL REGISTRAT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	203.54		
	RN, EMERGENCY ROOM F	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0 00		
	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	64.56		
	REP, CLINICAL REGISTRAT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00		
	RN, RECOVERY ROOM	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	227.23		
	COORD, STAFFING	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular		0.5		VFPTO	114 96		
	RN, ACUTE REHAB	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	10.14		
	RN, EMERGENCY ROOM	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	179.59		
	TECH, HEALTH CARE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	41.79		
	SUPV, BLOOD BANK	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SUPNE	Non-Union, Supervisor Non-Exempt	FTREG	Full Time Regular		1		VLVL3	285.82		
	REP, CLINICAL REGISTRAT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	435.70		
	RN, TELEMETRY PD-1	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0 00		
	SUPV, HEMATOLOGY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SUPNE	Non-Union, Supervisor Non-Exempt	FTREG	Full Time Regular		1		VLVL3	272.95		
	DIR, ORTHOPEDIC SERVIC	DSV	ST VINCENT MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	67.05		
	UNIT SECRETARY 12/40-PI	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0 00		
	RN CASE MANAGEMENT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTO	40.89		
	RN, MED/SURG 7	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	298.43 FM	FMLA - FED FAMILY/MEDIC	
	RN, MED/SURG 7	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	403.85		
	RN, ICU	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	22.14		
	ASST, NURSING (CERTIFIEI	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	304.34		
	RN, POB DIALYSIS	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VLVL5	54.94		
	RN, ACUTE DIALYSIS PD-3	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0.00		
	RN, NURSING ADMIN	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	817.52		
	RN, EMERGENCY ROOM	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	114 14		
	RN, EMERGENCY ROOM	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	126.92		
	RN, EMERGENCY ROOM	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		V202U	37.73		
	RN, RECOVERY ROOM	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	81.74		
	RN, MED/SURG 6	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	88.97		
	UNIT SECRETARY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	180.67		
	TECH, BIOMED	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	60.84		
	ASST, NURSING (CERTIFIEI	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	223.29		
	RN, EMERGENCY ROOM	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	911.30		
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	76.50		
	RN, MED/SURG 6	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	10 45		
	SUPV, PATIENT ACCESS	DSV	ST. VINCENT MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		VLVL3	120.84		
	RN, MED/SURG 6	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	341.55		
	RN, TELEMETRY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	30.05		
	TECH, HEALTH CARE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	139.03		
	CLINICAL LAB SCIENTIST-P	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		VLVL5	0.00		
	RN, SURG & RECOVERY PI	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0.00		
	ASST, NURSING (CERTIFIEI	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	108.55		
	RN, EMERGENCY ROOM	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	25.84		
	TRANSPORTER	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	107.21		
	RN, MED/SURG 6	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	7 38		
	TECH, ULTRASOUND	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	501.62		
	AGENT, PURCHASING	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VLVL3	323.42		
	RN, ACUTE REHAB	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTO	306.06		
	PHYSICIAN ASSISTANT	DSV	ST VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		VLVL9	57.48		
	RN, SHORT STAY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	49.88		
	RN, ACUTE DIALYSIS	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		V202U	29.52		
	RN, SURG & RECOVERY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	47.36		
	RN, TELEMETRY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	112.80		
	TECH, PHLEB CERTIFIED	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	187.86 PG	PREGNANCY	
	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	10 45		
	RN, ACUTE REHAB	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	88.01		
	ASST, DEPT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	44 93		
	BUYER SR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	402.60		
	ASST, NURSING (CERTIFIEI	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	208.63		
	RN, EMERGENCY ROOM	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	195.73		
	RN, ACUTE REHAB	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	111.68		
	CLINICAL LAB SCIENTIST	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	181.26		
	RN, ICU PD-1	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0 00		
	RN, ICU	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	20.27		
	REP, SCHEDULER/PRE-ADI	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	110.91 LDA	INTERMITENT LEAVE	
	COORD, OFFICE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	108.42		
	ASST, DEPT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	24.08		
	TECH, PHLEB CERTIFIED-PI	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00		
	FIN COUNSELOR	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	12.92		
	TECH, HEALTH CARE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	119.67		
	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	56.54		
	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	41.27		
	CLINICAL LAB SCIENTIST-P	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		VLVL5	0.00		
	RN, ONCOLOGY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	60.78		
	RN, EMERGENCY ROOM	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	75 17		
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VLVL5	8.60 PG	PREGNANCY	
	COORD, MEDICAL STAFF-I	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		VLVL5	0 00		
	RN, MED/SURG 8	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	123.45		
	SUPV, VOLUNTEER SVCS	DSV	ST. VINCENT MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		VLVL3	474.22		
	RN, SURG & RECOVERY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	413.52		
	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	195 19		
	REP, CLINICAL REGISTRAT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	435 05		
	DISCHARGE PLANNER	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	94 92		
	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	17.52		
	SOCIAL WORKER LCSW	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	167 93		
	COORD, QUALITY-LIS-PD-1	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		VLVL5	0.00		
	PHARMACIST-8HR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	84.57		
	COORD, INSTIT REVIEW O	DSV	ST. VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		VLVL3	97.35		
	PRACTITIONER, RESP CAR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0 9		PTO-S	149.20		
	CHARGE NURSE, EMERGE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	20.91		
	PHYSICIAN ASSISTANT-PD	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		VLVL5	0.00		
	EXEC DIR, QUALITY SVCS	DSV	ST. VINCENT MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular		1		LPTO	0.00		
	RN, EMERGENCY ROOM F	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0 00		
	PRACTITIONER, RESP CAR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	177 89		
	ASST, NURSING (CERTIFIEI	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	208.08		
	CHARGE NURSE, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.6		VFPTU	81.84		
	RN, TELEMETRY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0 6		V202U	10 47		

	ASST, NURSING-PD (CERTI	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00						
	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	41.28						
	TECH, SURGICAL	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	438.18						
	PHYSICIAN ASSISTANT	DSV	ST VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		VLVL3	113.82						
	RN CASE MANAGEMENT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTO	18.25						
	ASST, DEPT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	72.18						
	RN, ACUTE REHAB	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	11.78						
	ASST, DEPT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	28.61						
	PRACTITIONER, RESP PD-1	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00						
	CLINICAL LAB SCIENTIST	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	62.07						
	CLINICAL LAB SCIENTIST	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	85.68						
	PHYSICIAN ASSISTANT	DSV	ST VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		0.9		VLVL3	17.84						
	RN, ONCOLOGY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	61.82						
	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	118.53						
	CHARGE NURSE, TELEMET	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	155.89						
	TECH, SURGICAL	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	354.53						
	TECH, RAD/MAMMOGRA	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	52.16						
	TECH, HEMODIALYSIS-PD	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00						
	PHYSICIAN ASSISTANT	DSV	ST VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		VLVL3	130.32						
	TECH, SURGICAL	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	73.79						
	RN, MED/SURG 6	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	22.15						
	TECH, PHLEB CERTIFIED-PI	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00						
	TECH, TELECOM	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	454 13						
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		V202U	26.75						
	TECH, SURGICAL SR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	41.80						
	RECEPTIONIST	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	498.68						
	COORD, SURGERY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	70.56						
	ASST, DEPT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	41.85						
	ASST, DEPT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	87.79	PG	PREGNANCY				
	ASST, NURSING (CERTIFIE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	208.07						
	TECH, EKG	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	52.22	MD	MEDICAL				
	ASST, NURSING (CERTIFIE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	112.38						
	SUPV, PUBLIC SAFETY SHI	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SUPNE	Non-Union, Supervisor Non-Exempt	FTREG	Full Time Regular		1		VFPTO	7.42						
	ASST, NURSING (CERTIFIE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	498.91						
	SUPV, RESPIRATORY	DSV	ST. VINCENT MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular		1		VLVL5	0.00	MD	MEDICAL				
	RN, ONCOLOGY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	52.56						
	CLERK, STORERDOM	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	383.89						
	TECH, CENTRAL SERVICE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	423.59						
	ASST, NURSING (CERTIFIE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	201.24						
	RN, ACUTE DIALYSIS	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	352.94						
	ADMINISTRATOR, HUMAI	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	94.56						
	ASST, MEDICAL	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	23.45						
	DISCHARGE PLANNER	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		VLVL5	0.00	PG	PREGNANCY				
	TECH, PHLEB CERTIFIED-P	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PTNON	Part Time Non-Benefite		0 6		VLVL5	0.00						
	RN, CATH LAB	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	40 78						
	PRACT, RESP CARE - LOA (	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00	MD	MEDICAL				
	TECH, CRITICAL CARE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	387 87						
	TECH, RADIOLOGY PTNO	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTNON	Part Time Non-Benefite		0.7		VLVL5	0.00						
	TECH, SURGICAL SR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PTREG	Part Time Regular		0.8		PTO-S	8.37						
	ASST, DEPT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	92.74						
	RN, MED/SURG 7	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	12.13						
	TECH, GI LAB	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0 00						
	SECURITY OFFICER	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	130.76						
	RN, ICU	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	47.04						
	RN, EMERGENCY ROOM F	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0.00						
	CHARGE NURSE, MED/SU	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	10 45						
	RN, EMERGENCY ROOM F	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0.00						
	ASST, NURSING (CERTIFIE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	385.04						
	REP, CLINICAL REGISTRAT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00						
	RN, CASE MANAGER-PD	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0.00						
	REP, CLINICAL REGISTRAT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	23.44						
	RN, SURG & RECOVERY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	158.10						
	TECH, PHARMACY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	204.22						
	DISCHARGE PLANNER-PD	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00						
	FINANCIAL COUNSELOR	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	12.92						
	CHARGE NURSE, EMERGE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTO	221.78						
	TECH, CENTRAL SERVICE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	80.21						
	ASST, NURSING (CERTIFIE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	97 75						
	TECH, HEMODIALYSIS (CE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	133.54						
	RN, NURSING ADMIN	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	65.85						
	COORD, STAFFING	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular		0.5		V2025	22.14						
	RN, MED/SURG 6	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		V202U	3 70						
	EDUCATOR, CLIN WOUNE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	95.82						
	RN CASE MANAGEMENT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTO	243.11						
	RN CORE MEASURE COOR	DSV	ST. VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		VLVL3	150 03						
	PRACTITIONER, RESP PD-1	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00						
	TECH, PHLEB CERTIFIED	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	100.50						
	RN, TELEMETRY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	202.74						
	TECH, CT-PD	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00						
	RN, TELEMETRY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	53.46						
	RN, TELEMETRY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	52.56			Sign-On/Rt 8/22/2019		Sign-On/Rt 9/20/2019	
	ASST, NURSING (CERTIFIE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	9.78						
	RN, TELEMETRY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	16.56			Sign-On/Rt 8/22/2019		Sign-On/Rt 9/20/2019	
	TECH, PHARMACY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	180 68						
	CHARGE NURSE, MED/SU	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	55.00						
	COORD, 340-B PROCESS	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	7 39						
	TECH, ECHO-PD	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0 00						
	TECH, PHARMACY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	27.41						
	CHIEF FIN.OFFICER (INTER	DSV	ST. VINCENT MEDICAL CENTER	Exempt	ADM	Non-Union, Administration	FTREG	Full Time Regular		1		LPTO	0.00						
	ASST, NURSING (CERTIFIE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	377.84	WC	WORKERS COMP				
	TECH, SURGICAL-PD	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00						
	RN, MED/SURG 7 KP	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	181.72						
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		V202U	125.80						
	RN, TELEMETRY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	100.71						
	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	205.99						
	RN, TELEMETRY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	217.56						
	RN, SHORT STAY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	81.34						
	RN, ACUTE DIALYSIS	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	311.77	MD	MEDICAL				
	RN, CASE MANAGER-8HR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	12.90						
	CLINICAL LAB SCIENTIST	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	0 00			Sign-On/Rt 8/8/2019		Sign-On/Rt 9/6/2019	
	RN, MED/SURG 6	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	94.81						
	RN, ACUTE REHAB	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	119 19						

[redacted]	ASST, DEPT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	22.16				
[redacted]	REP, SCHEDULER/PRE-ADI	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	43.85				
[redacted]	TECH, HEMODIALYSIS (CE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	171.21				
[redacted]	SPEC, PHARMACY BUYER-	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	VFPTO	331.14				
[redacted]	RADIATION PHYSICIST	DSV	ST. VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	VLVL3	428.30				
[redacted]	RN, TELEMETRY - LOA (NC	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem	[redacted]	0.013	[redacted]	VLVL5	0.00	MD	MEDICAL		
[redacted]	DIR, LABORATORY	DSV	ST. VINCENT MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular	[redacted]	1	[redacted]	LPTO	110.92				
[redacted]	RN, TELEMETRY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VFPTU	223.07				
[redacted]	RN, ACUTE REHAB	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VFPTU	7.39				
[redacted]	TECH, PHLEB CERTIFIED	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	130.69				
[redacted]	PHARMACIST-8HR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	VFPTO	158.68				
[redacted]	TECH, EEG	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	294.07				
[redacted]	CHARGE NURSE, TELEMET	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VFPTU	10.46				
[redacted]	RN, ACUTE REHAB	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VFPTU	25.81				
[redacted]	COORD, QUALITY ASSURA	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	VFPTO	60.78				
[redacted]	RN, MED/SURG 6	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VFPTU	7.38				
[redacted]	RN, EMERGENCY ROOM	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VLVL5	197.73	MD	MEDICAL		
[redacted]	CLINICAL DIETITIAN-10HR	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PTREG	Part Time Regular	[redacted]	0.9	[redacted]	V202S	4.13				
[redacted]	CONSIERGE, SERVICE LINE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	VFPTO	25.38				
[redacted]	SECURITY OFFICER	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	VFPTO	0.00				
[redacted]	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VFPTU	35.04				
[redacted]	UNIT SECRETARY 12/40	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	25.01				
[redacted]	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VFPTU	84.08				
[redacted]	RN, MED/SURG 6	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VFPTU	196.37				
[redacted]	PRACTITIONER, RESP PD-1	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	VLVL5	0.00				
[redacted]	TECH, HEMODIALYSIS (CE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VLVL5	345.86	WC	WORKERS COMP		
[redacted]	TECH, RADIOLOGY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	236.27				
[redacted]	TECH, CARDIO INVAS-PD	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	VLVL5	0.00				
[redacted]	RN, SHORT STAY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	1	[redacted]	VFPTU	25.20				
[redacted]	ASST, DEPT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	92.08				
[redacted]	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VFPTU	63.64				
[redacted]	TRANSPORTER	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	285.35				
[redacted]	RN, SURG & RECOVERY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	1	[redacted]	VFPTU	10.46	ILOA	INTERMITENT LEAVE		
[redacted]	RN, MED/SURG 6	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VFPTU	90.88				
[redacted]	RN, SURG & RECOVERY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	1	[redacted]	VFPTU	63.46				
[redacted]	PHARMACIST-PD-8HR	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem	[redacted]	0.013	[redacted]	VLVL5	0.00				
[redacted]	DIR, INFECTION CONTROL	DSV	ST. VINCENT MEDICAL CENTER	Exempt	DIR	Non-Union, Director	FTREG	Full Time Regular	[redacted]	1	[redacted]	LPTO	0.00				
[redacted]	MGR, EMP HEALTH & WO	DSV	ST VINCENT MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular	[redacted]	1	[redacted]	VLVL3	218.54				
[redacted]	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VFPTU	112.62				
[redacted]	REP, CLINICAL REGISTRAT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	488.55				
[redacted]	COORD, QUALITY SVCS	DSV	ST VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	VLVL3	40.29				
[redacted]	TECH, CARDIO INVAS	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	119.14				
[redacted]	REP, SCHEDULER/PRE-ADI	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PTREG	Part Time Regular	[redacted]	0.5	[redacted]	PTO-S	28.05				
[redacted]	ASST, NURSING-PD (CERTI	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	VLVL5	0.00				
[redacted]	RN, CASE MANAGER-PD	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem	[redacted]	0.013	[redacted]	VLVL5	0.00				
[redacted]	TECH, PHARMACY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	201.27				
[redacted]	RN, ACUTE DIALYSIS	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	V202U	94.70				
[redacted]	RN, ACUTE REHAB	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VFPTU	271.54				
[redacted]	TECH, CENTRAL SERVICE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	248.85				
[redacted]	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VFPTU	86.46				
[redacted]	CHARGE NURSE, ONCOLO	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VLVL5	330.50	MD	MEDICAL		
[redacted]	TECH, RADIOLOGY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	206.72				
[redacted]	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VFPTU	23.94				
[redacted]	COORD, STAFFING-PD	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem	[redacted]	0.013	[redacted]	VLVL5	0.00				
[redacted]	ASST, DEPT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	94.55				
[redacted]	CLERK	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PTREG	Part Time Regular	[redacted]	0.8	[redacted]	PTO-S	374.81				
[redacted]	REP, CLINICAL REGISTRAT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	9.79				
[redacted]	SECURITY OFFICER	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	VFPTO	334.10				
[redacted]	RN, MED/SURG 6 PD-3	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem	[redacted]	0.013	[redacted]	VLVL5	0.00				
[redacted]	CASHIER	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	557.91				
[redacted]	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VFPTU	194.77				
[redacted]	TECH, PHLEB CERTIFIED-PI	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	VLVL5	0.00				
[redacted]	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VFPTU	448.08				
[redacted]	TECH, RADIOLOGY SPEC	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	165.65				
[redacted]	TECH, EMERGENCY MED	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	280.04				
[redacted]	ASST, DEPT	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	12.92				
[redacted]	LEAD, NON-INVASIVE CAR	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	138.07				
[redacted]	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VFPTU	41.96				
[redacted]	TECH, SURGICAL SR	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	8.89				
[redacted]	RN, ACUTE DIALYSIS	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VFPTU	121.09				
[redacted]	TECH, HEALTH CARE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	123.28				
[redacted]	TECH, PHLEB CERTIFIED	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	97.79				
[redacted]	RN, MED/SURG 7	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular	[redacted]	0.6	[redacted]	V202U	53.51				
[redacted]	RN, MED/SURG 7	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VFPTU	52.38				
[redacted]	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VFPTU	85.04				
[redacted]	CLINICAL LAB SCIENTIST-P	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem	[redacted]	0.013	[redacted]	VLVL5	0.00				
[redacted]	RN, EMERGENCY ROOM F	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem	[redacted]	0.013	[redacted]	VLVL5	0.00				
[redacted]	PREVENTIONIST, INFECTIC	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	VFPTO	18.78				
[redacted]	CLINICAL LAB SCIENTIST-P	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem	[redacted]	0.013	[redacted]	VLVL5	0.00				
[redacted]	ASST, NURSING-PD (CERTI	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	VLVL5	0.00				
[redacted]	PRACTITIONER, RESP CAR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	121.03	ILOA	INTERMITENT LEAVE		
[redacted]	COORD, DATA CASE MAN	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	VFPTO	249.08				
[redacted]	TECH, CENTRAL SERVICE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PTREG	Part Time Regular	[redacted]	0.775	[redacted]	PTO-S	115.25				
[redacted]	CLERK, STOREROOM	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	439.50				
[redacted]	RN, EMERGENCY ROOM	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VFPTU	156.38				
[redacted]	RN, SURG & RECOVERY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	1	[redacted]	VFPTU	16.41				
[redacted]	RN, MED/SURG 7	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VFPTU	182.98				
[redacted]	TECH, CRITICAL CARE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	PTO-S	274.58				
[redacted]	RN, MED/SURG 6	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VFPTU	83.54				
[redacted]	DISCHARGE PLANNER	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	99.90				
[redacted]	PRACTITIONER, RESP PD-1	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem	[redacted]	0.013	[redacted]	VLVL5	0.00				
[redacted]	SUPV, NURSING OPERATN	DSV	ST VINCENT MEDICAL CENTER	Exempt	SUP	Non-Union, Supervisor Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	VFPTO	345.32				
[redacted]	BUYER SR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	VFPTO	458.61				
[redacted]	TECH, MRI	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	472.60				
[redacted]	COORD, ADMINISTRATIVE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	VFPTO	106.71				
[redacted]	RN, MED/SURG 6	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VFPTU	22.14				
[redacted]	ASST, DEPT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	14.78				
[redacted]	TECH, GI LAB	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	30.63				
[redacted]	RN COORD COMPRE CAN	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	VFPTO	24.90	ILOA	INTERMITENT LEAVE		
[redacted]	SUPV, PUBLIC SAFETY SHI	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SUPNE	Non-Union, Supervisor Non-Exempt	FTREG	Full Time Regular	[redacted]	1	[redacted]	VFPTO	103.38				
[redacted]	TECH, ANESTHESIA	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	172.86				
[redacted]	RN, MED/SURG 6	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular	[redacted]	0.9	[redacted]	VFPTU	59.68				

[redacted]	TECH, PHARMACY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular	[redacted]	1	[redacted]	PTO-S	68.38	[redacted]	[redacted]	[redacted]	[redacted]
	UNIT SECRETARY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	324.46				
	CLINICAL LAB SCIENTIST-P	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		VLVL5	0.00				
	TECH, PHLEB CERTIFIED-PI	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.12				
	ASST, ADMINISTRATIVE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	68.63				
	RN, TELEMETRY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	330 77				
	SUPV, CLINICAL	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SUPNE	Non-Union, Supervisor Non-Exempt	FTREG	Full Time Regular		1		VFPTO	0.00				
	COORD, OFFICE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	63.58				
	RN, POB DIALYSIS	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.8		V202U	109.29				
	RN, CATH LAB	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	56.59				
	RN, ONCOLOGY	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	84.56				
	TECH, RADIOLOGY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	223.09				
	PRACTITIONER, RESP CAR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	9.82				
	PHARMACIST-8HR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	FTREG	Full Time Regular		1		VFPTO	260 22				
	ATTEND, COMMUNICATIC	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00				
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0 6		V202U	91.14				
	CLINICAL LAB SCIENTIST-P	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		VLVL5	0.00				
	ASST, DEPT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	18.08				
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	66.38				
	SOCIAL WORKER LCSW	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	357 04				
	TECH, PHARMACY-PD	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00				
	PHYSICIAN ASSISTANT	DSV	ST VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		VLVL3	41.94				
	ASST, EXECUTIVE	DSV	ST. VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		VLVL3	46.36				
	TECH, DIAG ULTRASOUNC	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	51.94				
	RN, MED/SURG 7	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	118.88				
	RN, TELEMETRY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	15.65				
	ASST, NURSING (CERTIFIE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	65.79				
	ASST, NURSING (CERTIFIE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		VLVL5	0.00 MD MEDICAL				
	CLINICAL LAB SCIENTIST-P	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		VLVL5	0.00				
	RN, TELEMETRY	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PTREG	Part Time Regular		0.6		V202U	114 47				
	TRANSPORTER	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	320.10				
	TECH, CRITICAL CARE	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		0.9		PTO-S	350.59				
	RN, ICU	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0.9		VFPTU	101.46				
	RN, ICU	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	125 63				
	RN, CASE MANAGER-PD	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	PDIEM	Per Diem		0.013		VLVL5	0.00				
	RN, ACUTE REHAB	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	67 22				
	TECH, PHLEB CERTIFIED-PI	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00				
	ASST, DEPT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	8.90				
	COORD, EXECUTIVE SR,	DSV	ST. VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		VLVL3	491.02				
	TECH, HEMODIALYSIS (CE	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	FTREG	Full Time Regular		0 9		PTO-S	20.48				
	TECH, RADIOLOGY-PD	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	PDIEM	Per Diem		0.013		VLVL5	0.00				
	RN, MED/SURG 7	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		0 9		VFPTU	259.13				
	PHARMACIST-PD-8HR	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	NCN	Non-Union, Non-Exempt	PDIEM	Per Diem		0.013		VLVL5	0.00				
	RN, SURG & RECOVERY 2	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	CNA	California Nurses Association	FTREG	Full Time Regular		1		VFPTU	7 37				
	TECH, CT	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	156.39				
	MGR, TRANSPLANT QUAL	DSV	ST VINCENT MEDICAL CENTER	Exempt	MGR	Non-Union, Manager	FTREG	Full Time Regular		1		VLVL3	28.56				
	TECH, ULTRASOUND	DSV	ST. VINCENT MEDICAL CENTER	Non-Exempt	SEIUT	SEIU-UHW	FTREG	Full Time Regular		1		PTO-S	39 30				
	TECH, EMERGENCY MED	DSV	ST VINCENT MEDICAL CENTER	Non-Exempt	SEIU1	SEIU-UHW	PTREG	Part Time Regular		0.6		PTO-S	50 95				
	ASST, EXECUTIVE	DSV	ST. VINCENT MEDICAL CENTER	Exempt	EXM	Non-Union, Exempt	FTREG	Full Time Regular		1		VLVL3	105 76				

Schedule 2.17 - Insurance

See attached folder "Schedule 2.17 - Insurance"

Schedule 2.17
Verity Health System of California, Inc.
Summary of Insurance
As of 11/1/18

Insurance Coverage	Carrier	First Named Insured	Policy Period	Policy Number	Limits of Liability	Deductible/SIR	Claims Made/ Occurrence	Annual Premium (Excludes SLT)	Commission Offset	Surplus Lines Tax
All Other Coverages										
Commercial Property	American Guarantee and Liability Insurance Company (Zurich)	Verity Health System of California, Inc.	7/1/18-7/1/19	ZMD7067455-00	$1,000,000,000 Loss Limit	$100,000 Basic Policy Deductible Various Other Deductibles Apply	Occurrence	$664,761 (Includes $20,000 Engineering Fee)	N/A	N/A
Workers' Compensation and Employers Liability	Old Republic Insurance Company	Verity Health System of California, Inc.	7/1/18-7/1/19	MWC 313800-00	Workers' Compensation - Statutory Employers Liability - $1,000,000 BI Each Accident $1,000,000 BI Disease Each Employee $1,000,000 BI Disease Policy Limit	$500,000 Each Claim/Occurrence (Deductible)	Occurrence	$2,044,515	N/A	N/A
Storage Tank Liability	ACE American Insurance Company (Chubb)	St. Vincent Medical Center; Saint Louise Regional Hospital; Seton Medical Center	10/1/18-10/1/19	UST G71182654 001	$1,000,000 Per Storage Tank Incident $1,000,000 Aggregate for ASTs $1,000,000 Aggregate for USTs $2,000,000 Aggregate Limit of Liability for All Storage Tank Incidents $1,000,000 Aggregate Limit of Liability for Legal Defense Expenses $3,000,000 Policy Aggregate	$25,000 Per Storage Tank Incident (Deductible), Except $50,000 Per Storage Tank Incident for Saint Louise UST	Claims Made	$7,823 $1,496 (Adding Seton)	($1,173) ($224) (Adding Seton)	$48
Commercial Automobile	National Union Fire Insurance Company of Pittsburgh, PA (AIG)	Verity Health System of California, Inc.	10/1/18-10/1/19	087-15-98	$1,000,000 Combined Single Limit	$1,000 Comprehensive $1,000 Collision (Deductible)	Occurrence	$88,213	N/A	N/A
Helipad Liability & Non-Owned Aircraft Liability	ACE Property and Casualty Insurance Company (Chubb)	Verity Health System of California, Inc.	10/1/18-10/1/19	AAP N17935550 001	$10,000,000 Each Occurrence $10,000,000 Products-Completed Operations Aggregate $10,000,000 Personal Injury and Advertising Injury Aggregate $10,000,000 Hangarkeepers Any One Occurrence $10,000,000 Hangarkeepers Any One Aircraft $10,000,000 Non-Owned Aircraft Liability Any One Occurrence	N/A	Occurrence	$11,250	N/A	N/A
Sexual Misconduct and Molestation Liability	Lloyds of London (Beazley Syndicates #2623/#623)	St. Francis Medical Center (Children's Counseling Center Agreement)	10/1/18-10/1/19	GLOPR180815	$2,000,000 Any One Victim and in the Aggregate	$50,000 Any One Victim (Retention)	Claims Made	$30,000	N/A	$960

D&O Liability, Employment Practices Liability, Fiduciary Liability, Crime ***Primary Layer***	National Union Fire Insurance Company of Pittsburgh, PA (AIG)	Verity Health System of California, Inc.	10/1/17-10/1/18 (Extended to 10/1/19)	02-359-65-60	$10,000,000 D&O Liability and EPL (Shared) $10,000,000 Fiduciary Liability $10,000,000 Crime $20,000,000 Policy Aggregate	$250,000 D&O Liability $350,000 EPL $50,000 Fiduciary Liability $100,000 Crime (Retention)	Claims Made, Except Occurrence for Crime	$318,320 $682,217 (Extension to 10/1/19)	($47,748) ($102,333)	N/A
D&O Liability and Employment Practices Liability ***1st Excess Layer***	Endurance Risk Solutions Assurance Company	Verity Health System of California, Inc.	10/1/17-10/1/18 (Extended to 10/1/19)	BLX10008286901	$10,000,000 Excess of $10,000,000	Refer to Underlying	Claims Made	$170,940 $541,879 (Extension to 10/1/19)	($25,641) ($81,282)	N/A
D&O Liability Only ***2nd Excess Layer***	Argonaut Insurance Company (ARGO Group)	Verity Health System of California, Inc.	10/1/17-10/1/18 (Extended to 10/1/19)	MLX 7602088-01	$10,000,000 Excess of $20,000,000 (D&O Liability Only)	Refer to Underlying	Claims Made	$87,000 $275,782 (Extension to 10/1/19)	($13,050) ($41,367)	N/A
D&O Liability - Excess Side A Only	National Union Fire Insurance Company of Pittsburgh, PA (AIG)	Verity Health System of California, Inc.	10/1/18-19	02-308-61-90	$2,000,000 Excess of $30,000,000	Refer to Underlying	Claims Made	$500,000	($75,000)	N/A
Punitive Damages Wrap ***Primary Layer***	American International Reinsurance Company, Ltd.	Verity Health System of California, Inc.	10/1/17-10/1/18 (Extended to 10/1/19)	24542026	$10,000,000 Each Occurence $10,000,000 Aggregate	Refer to Underlying	Claims Made	$24,241 (Includes $2,000 Bermuda Placement Fee) $70,222 (Extension to 10/1/19) (Includes $2,000 Bermuda Placement Fee)	N/A	N/A
Punitive Damages Wrap ***1st Excess Layer***	Magna Carta Insurance, Ltd.	Verity Health System of California, Inc.	10/1/17-10/1/18 (Extended to 10/1/19)	MCEN204155	$10,000,000 Excess of $10,000,000	Refer to Underlying	Claims Made	$17,094 (Includes $1,000 Bermuda Placement Fee) $55,187 (Extension to 10/1/19) (Includes $1,000 Bermuda Placement Fee)	N/A	N/A
Storage Tank Liability	Tokio Marine Specialty Insurance Company (Philadelphia)	St. Francis Medical Center	12/05/17-12/05/18	STEP011394-00	$1,000,000 Remediation Expense $1,000,000 Bodily Injury and Property Damage Resulting from Contamination $1,000,000 Defense Expense $1,000,000 Defense Expense Aggregate $2,000,000 Total Policy Aggregate	$25,000 Per Confirmed Release (Deductible)	Claims Made	$768 (Includes $150 Policy Fee)	($62)	$20
General Liability	Illinois Union Insurance Company (Chubb)	St. Francis Medical Center (Lynwood Parking Agreement)	3/31/18-3/31/19	HPL G2181684A 011	$1,000,000 Each Occurrence $1,000,000 Personal Injury & Advertising Injury $1,000,000 Products/Completed Operations Aggregate $3,000,000 General Aggregate	$10,000 Per Occurrence (Deductible)	Occurrence	$510	N/A	N/A
Physicians Professional Liability										
Professional Liability	NORCAL Mutual Insurance Company	The Contracted Physicians of St. Francis Medical Center	1/1/18-1/1/19	728812N	Per Scheduled Provider $1,000,000 Each Claim; $3,000,000 Aggregate $2,000,000 Each Claim; $4,000,000 Aggregate	N/A	Claims Made	$734,377	($73,438)	N/A
Captive										

Professional and General Liability	Marillac Insurance Company, Ltd.	Verity Health System of California, Inc.	3/31/18-3/31/19	DOC PLGL-26000-018	Professional Liability $2,000,000 Each Claim and Aggregate Buffer Layer xs of $3,000,000 Each Claim $10,000,000 Aggregate General Liability $2,000,000 Each Occurrence $10,000,000 Aggregate	N/A	Claims Made	$6,188,540	N/A	N/A
Excess Professional and Umbrella Liability	Marillac Insurance Company, Ltd.	Verity Health System of California, Inc.	3/31/18-3/31/19	DOC XL PLGL-26000-018	Excess Professional Liability $60,000,000 Each Occurence $60,000,000 Aggregate All Other Liability $60,000,000 Each Claim $60,000,000 Aggregate	Refer to Underlying	Refer to Underlying	$1,206,259	N/A	N/A
Workers Compensation Deductible Liability Protection	Marillac Insurance Company, Ltd.	Verity Health System of California, Inc.	7/1/18-7/1/19	DED.WC-07.01.18-19	Workers' Compensation $500,000 Each Occurrence Employers Liability $500,000 Each Occurrence	N/A	Occurrence	$6,939,472	N/A	N/A
Reinsurance										
Lead Excess Layer	ACE American Insurance Company (Chubb)	Verity Health System of California, Inc.	3/31/18-3/31/19	RBN G21816838 011	$15,000,000 Each Loss Event $15,000,000 Aggregate Professional Liability $15,000,000 Aggregate General Liability of Ceding Company Limits	Refer to Captive Policy	Refer to Captive Policy	$795,000	N/A	N/A
2nd Excess Layer	Continental Casualty Company (CNA)	Verity Health System of California, Inc.	3/31/18-3/31/19	HMU 2097462209	$15,000,000 Each Claim $15,000,000 Aggregate Professional Liability $15,000,000 Aggregate General Liability Excess of Chubb Underlying Above	Refer to Captive Policy	Claims Made	$157,259	($15,726)	N/A
3rd Excess Layer	Berkshire Hathaway Specialty Insurance Company	Verity Health System of California, Inc.	3/31/18-3/31/19	47-RHC-304968-01	$20,000,000 Each Claim $20,000,000 Aggregate Professional Liability $20,000,000 Aggregate General Liability Excess of Chubb and CNA Underlying Above	Refer to Captive Policy	Claims Made	$134,000	N/A	N/A
4th Excess Layer	Zurich American Insurance Company	Verity Health System of California, Inc.	3/31/18-3/31/19	HPC 0239123-00	$10,000,000 Each Claim $10,000,000 Aggregate Professional Liability $10,000,000 Aggregate General Liability Excess of Chubb, CNA and Berkshire Underlying Above	Refer to Captive Policy	Claims Made	$60,000	N/A	N/A

5th Excess Layer	The Medical Protective Company	Verity Health System of California, Inc.	3/31/18-3/31/19	XOL2018-023	$20,000,000 Each Claim $20,000,000 Aggregate Professional Liability $20,000,000 Aggregate General Liability Excess of Chubb, CNA, Berkshire and Zurich Underlying Above	Refer to Captive Policy	Claims Made	$50,000	N/A	N/A
Surety Bonds										
CA DHS Patient Trust Bond	Hartford Fire Insurance Company	Seton Medical Center - Coastside	12/1/01-12/1/18	83BSBBF7598	$75,000 Bond Amount	N/A	N/A	$175	N/A	N/A
CA DHS Patient Trust Bond	Hartford Fire Insurance Company	St. Francis Medical Center	12/1/01-12/1/18	83BSBBF7621	$5,000 Bond Amount	N/A	N/A	$100	N/A	N/A
CA DHS Patient Trust Bond	Hartford Fire Insurance Company	St. Vincent Medical Center	12/1/01-12/1/18	83BSBBF7625	$2,000 Bond Amount	N/A	N/A	$100	N/A	N/A
CA DHS Patient Trust Bond	Hartford Fire Insurance Company	Seton Medical Center	12/1/01-12/1/18	83BSBBF7661	$35,000 Bond Amount	N/A	N/A	$175	N/A	N/A
Provider										
Provider Capitation Stop Loss (Applicable to St Vincent Medical Center and St. Francis Medical Center)	PartnerRe America Insurance Company	Verity Health System of California, Inc.	1/1/18-1/1/19	P0312544005	$1,000,000 Maximum Benefit Per Covered Person 90% Payable in Excess of Specific Deductible if Complete Claim is Received by 2/1/20 50% Payable in Excess of Specific Deductible if Complete Claim is Not Received by 2/1/20 Transplant Services - 50% by a Non-Approved Transplant Network Provider	Specific Deductible Per Covered Person Per Policy Period: $225,000 Commercial Covered Persons $400,000 Medicare Covered Persons $275,000 Medi-Connect Covered Persons $275,000 Medi-Cal Covered Persons $275,000 Medi-Cal SPD Covered Persons	N/A	Monthly Reporting Based on MCO Enrollment St. Vincent Medical Center - $39,000 Per Month; St. Francis Medical Center - $70,000 Per Month	N/A	N/A

Schedule 2.19 - Payer Contracts

See attached folder "Schedule 2.19 - Payer Contracts"

Schedule 2.19 - Payer Contracts

:ton Medical Center

PAYOR	REGION	COUNTY	AGREEMENT TYPE	PAYMENT TYPE	HOSPITAL	PRODUCT LINE
ACCESS & ALLIED PHYSICIANS	NORTH	SAN MATEO COUNTY	ANCILLARY SERVICES AGREEMENT	FFS	SMC	
AETNA	NORTH	SAN MATEO COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SMC	HMO/PPO
AMERICA'S CHOICE PROVIDER NETWORK	NORTH	SAN MATEO COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SMC	MGD MEDICARE
ANTHEM BLUE CROSS	NORTH	SAN MATEO COUNTY	FACILITY SERVICES AGREEMENT	FFS	SMC	HMO/PPO
ANTHEM BLUE CROSS MEDI-CAL	NORTH	SAN MATEO COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SMC	MGD MEDI-CAL
BLUE SHIELD OF CALIFORNIA	NORTH	SAN MATEO COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SMC	HMO/PPO
BRAND NEW DAY	NORTH	SAN MATEO COUNTY	LETTER OF AGREEMENT (LOA)	FFS	SMC	MGD MEDICARE
BROWN & TOLAND MEDICAL GROUP	NORTH	SAN MATEO COUNTY	ANCILLARY SERVICES AGREEMENT	FFS	SMC	HMO/PPO
BROWN & TOLAND MEDICAL GROUP	NORTH	SAN MATEO COUNTY	ANCILLARY SERVICES AGREEMENT	FFS	SMC	HMO/PPO
CARE 1ST HEALTH PLAN	NORTH	SAN MATEO COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SMC	MGD MEDICARE
CENTRAL HEALTH PLAN	NORTH	SAN MATEO COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SMC	
CHINESE COMMUNITY HEALTH PLAN	NORTH	SAN MATEO COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SMC	COMMERCIAL
CIGNA	NORTH	SAN MATEO COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SMC	HMO/PPO
SY CHOICE HEALTH PLAN	NORTH	SAN MATEO COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SMC	MGD MEDICARE
HEALTH NET	NORTH	SAN MATEO COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SMC	HMO/PPO
HEALTH PLAN OF SAN MATEO	NORTH	SAN MATEO COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SMC	MGD MEDI-CAL
HEALTH PLAN OF SAN MATEO	NORTH	SAN MATEO COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SMC	MGD MEDI-CAL
HEALTH PLAN OF SAN MATEO	NORTH	SAN MATEO COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SMC	MGD MEDI-CAL
HEALTH PLAN OF SAN MATEO	NORTH	SAN MATEO COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SMC	MGD MEDICARE
HILL PHYSICIANS	NORTH	SAN MATEO COUNTY	HOSPITAL PARTICIPATION AGREEMENT	FFS	SMC	COMMERCIAL/ MEDICARE/ME DI-CAL
HUMANA	NORTH	SAN MATEO COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SMC	HMO/PPO
HUMANA	NORTH	SAN MATEO COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SMC	MGD MEDICARE
IMPERIAL HEALTH PLAN	NORTH	SAN MATEO COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SMC	
INTEGRATED HEALTH PLAN	NORTH	SAN MATEO COUNTY	PARTICIPATING HOSPITAL AGREEMENT	FFS	SMC	
INTERPLAN	NORTH	SAN MATEO COUNTY	PARTICIPATING HOSPITAL AGREEMENT	FFS	SMC	
JADE HEALTHCARE MEDICAL GROUP	NORTH	SAN MATEO COUNTY	ANCILLARY SERVICES AGREEMENT	FFS	SMC	HMO/PPO
KAISER	NORTH	SAN MATEO COUNTY	PROFESSIONAL SERVICES AGREEMENT	FFS	SMC	COMMERCIAL HMO
KAISER	NORTH	SAN MATEO COUNTY	HEALTHCARE SERVICES AGREEMENT	FFS	SMC	COMMERCIAL HMO
ISER	NORTH	SAN MATEO COUNTY	HOSPITAL TRANSFER AGREEMENT	FFS	SMC	COMMERCIAL HMO
DIMPACT HEALTH SYSTEMS MEDCARE PHARMACY NETWORK	NORTH	SAN MATEO COUNTY	PHARMACY NETWORK AGREEMENT	FFS	SMC	

ULTIPLAN	NORTH	SAN MATEO COUNTY	PARTICIPATING FACILITY AGREEMENT	FFS	SMC	
NX HEALTH NETWORK	NORTH	SAN MATEO COUNTY	PARTICIPATING FACILITY AGREEMENT	FFS	SMC	
ONLOK SENIOR HEALTH	NORTH	SAN MATEO COUNTY	PROVIDER SERVICES AGREEMENT	FFS	SMC	MEDICARE
PHYSICIANS INTEGRATED MEDICAL GROUP (HILL PHYSICIANS)	NORTH	SAN MATEO COUNTY	ANCILLARY SERVICES AGREEMENT	FFS	SMC	
SAN FRANCISCO HEALTH PLAN	NORTH	SAN MATEO COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SMC	
SCAN HEALTH PLAN	NORTH	SAN MATEO COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SMC	
STANFORD HEALTH ADVANTAGE	NORTH	SAN MATEO COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SMC	FFS
STANFORD HEALTH ADVANTAGE	NORTH	SAN MATEO COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SMCC	FFS
TRICARE HEALTH NET FEDERAL	NORTH	SAN MATEO COUNTY	FACILITY SERVICES AGREEMENT	FFS	SMC	COMMERCIAL
UNITED HEALTHCARE	NORTH	SAN MATEO COUNTY	FACILITY PARTICIPATION AGREEMENT	FFS	SMC	HMO/PPO
UNITED LABOR HEALTH PLAN	NORTH	SAN MATEO COUNTY	MEMORANDUM OF UNDERSTANDING (MOU)	FFS	SMC	

Schedule 2.19 - Payer Contracts

St. Francis Medical Center

PAYOR	REGION	COUNTY	AGREEMENT TYPE	PAYMENT TYPE	HOSPITAL	PRODUCT LINE
AETNA	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SFMC	HMO/PPO
AHMC	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SFMC	MGD MEDI-CAL
ALIGNMENT HEALTH PLAN	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS/CAPITATION	SFMC	
ALTAMED	SOUTH	LOS ANGELES COUNTY	ANCILLARY SERVICES AGREEMENT	FFS	SFMC	
AMERICA'S CHOICE PROVIDER NETWORK	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SFMC	MGD MEDICARE
ANTHEM BLUE CROSS	SOUTH	LOS ANGELES COUNTY	FACILITY SERVICES AGREEMENT	FFS	SFMC	HMO/PPO
ANTHEM BLUE CROSS MEDI-CAL	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SFMC	MGD MEDI-CAL
ACON HEALTH	SOUTH	LOS ANGELES COUNTY	MEMORANDUM OF UNDERSTANDING	FFS	SFMC	MENTAL HEALTH SERVICES
BLUE SHIELD OF CALIFORNIA	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SFMC	HMO/PPO
BRAND NEW DAY	SOUTH	LOS ANGELES COUNTY	LETTER OF AGREEMENT (LOA)	FFS	SFMC	MGD MEDICARE
CARE 1ST HEALTH PLAN	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SFMC	MGD MEDI-CAL
CEDARS SINAI	SOUTH	LOS ANGELES COUNTY	PROVIDER SERVICES AGREEMENT		SFMC	
CENTRAL HEALTH PLAN	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SFMC	MGD MEDICARE
CIGNA	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SFMC	HMO/PPO
COUNTY OF LOS ANGELES	SOUTH	LOS ANGELES COUNTY	PARTICIPATION IN THE HOSPITAL PREPAREDNESS PROGRAM		SFMC	
DAVITA HEALTH PLAN OF CALIFORNIA	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT		SFMC	
DAVITA HEALTHCARE PARTNERS	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SFMC	
SY CHOICE	SOUTH	LOS ANGELES COUNTY	CAPITATED HOSPITAL LETTER OF AGREEMENT		SFMC	
:ST HEALTH	SOUTH	LOS ANGELES COUNTY	HOSPITAL CONTRACT		SFMC	

HEALTH NET	SOUTH	LOS ANGELES COUNTY	PROVIDER PARTICIPATION AGREEMENT	FFS	SFMC	HMO/PPO
HERITAGE PROVIDER NETWORK	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SFMC	HMO/PPO
HUMANA	SOUTH	LOS ANGELES COUNTY	HOSPITAL PARTICIPATION AGREEMENT		SFMC	
IMPERIAL HEALTH PLAN	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT		SFMC	
INTEGRATED HEALTH PLAN	SOUTH	LOS ANGELES COUNTY	PARTICIPATING HOSPITAL AGREEMENT		SFMC	
INTERPLAN	SOUTH	LOS ANGELES COUNTY	PARTICIPATING HOSPITAL AGREEMENT		SFMC	
KAISER	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SFMC	COMMERCIAL
LA CARE HEALTH PLAN	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS/CAPITATION	SFMC	
LONG BEACH MEMORIAL MEDICAL CENTER	SOUTH	LOS ANGELES COUNTY	PROVIDER SERVICES AGREEMENT	FFS	SFMC	
MANAGED HEALTH NETWORK	SOUTH	LOS ANGELES COUNTY	PARTICIPATING PROVIDER AGREEMENT	FFS	SFMC	
MOLINA	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SFMC	
ULTIPLAN	SOUTH	LOS ANGELES COUNTY	MEMORANDUM OF UNDERSTANDING	FFS	SFMC	
NX HEALTH NETWORK	SOUTH	LOS ANGELES COUNTY	PARTICIPATING FACILITY AGREEMENT	FFS	SFMC	
SCAN HEALTH PLAN	SOUTH	LOS ANGELES COUNTY	PROVISION OF HOSPITAL SERVICES		SFMC	
ST. VINCENT MEDICAL CENTER	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SFMC	
TRICARE HEALTH NET FEDERAL	SOUTH	LOS ANGELES COUNTY	FACILITY SERVICES AGREEMENT	FFS	SFMC	
UNITED HEALTHCARE	SOUTH	LOS ANGELES COUNTY	FACILITY PARTICIPATION AGREEMENT	FFS	SFMC	HMO/PPO

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St. Vincent Medical Center

PAYOR	REGION	COUNTY	AGREEMENT TYPE	PAYMENT TYPE	HOSPITAL	PRODUCT LINE
ACCESS SENIOR HEALTH CARE	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SVMC	MGD MEDICARE
AETNA	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SVMC	HMO/PPO
AHMC	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SVMC	MGD MEDI-CAL
ALIGNMENT HEALTH PLAN	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SVMC	MGD MEDICARE
ALTAMED	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SVMC	COMM/MCARE/MCAL
ALTAMED SENIOR BUENACARE (PACE)	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SVMC	MGD MEDICARE
AMERICA'S CHOICE PROVIDER NETWORK	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SVMC	MGD MEDICARE
ANGEL MEDICAL GROUP	SOUTH	LOS ANGELES COUNTY	HOSPITAL ANCILLARY SERVICES AGREEMENT	FFS	SVMC	COMMERCIAL
ANTHEM BLUE CROSS	SOUTH	LOS ANGELES COUNTY	FACILITY SERVICES AGREEMENT	FFS	SVMC	HMO/PPO
NTHEM BLUE CROSS MEDI-CAL	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SVMC	MGD MEDI-CAL
APPLECARE	SOUTH	LOS ANGELES COUNTY	ANCILLARY SERVICES AGREEMENT	FFS	SVMC	HMO/PPO
AXMINSTER MEDICAL GROUP	SOUTH	LOS ANGELES COUNTY	HOSPITAL ANCILLARY SERVICES AGREEMENT	FFS	SVMC	COMMERCIAL
BLUE SHIELD OF CALIFORNIA	SOUTH	LOS ANGELES COUNTY	PROVIDER SERVICES AGREEMENT	FFS	SVMC	HMO/PPO
BRAND NEW DAY	SOUTH	LOS ANGELES COUNTY	LETTER OF AGREEMENT (LOA)	FFS	SVMC	MGD MEDICARE
CARE 1ST HEALTH PLAN	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SVMC	MGD MEDICARE
CEDARS SINAI	SOUTH	LOS ANGELES COUNTY	PROVIDER SERVICES AGREEMENT	MANAGED CARE	SVMC	Managed Care
CENTRAL HEALTH PLAN	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SVMC	MGD MEDICARE
CIGNA	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SVMC	HMO/PPO
EASY CHOICE HEALTH PLAN	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SVMC	MGD MEDICARE
GOOD SAMARITAN HOSPITAL	SOUTH	LOS ANGELES COUNTY	LETTER OF AGREEMENT (LOA)		SVMC	
GOOD SAMARITAN MEDICAL PRACTICE ASSOCIATION (GSMPA)	SOUTH	LOS ANGELES COUNTY	ANCILLARY SERVICES AGREEMENT	FFS	SVMC	
ALTH NET	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SVMC	HMO/PPO
HEALTH NET	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SVMC	HMO/PPO

EALTHCARE PARTNERS	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT		SVMC	
HERITAGE PROVIDER NETWORK	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SVMC	HMO/PPO
HUMANA/CHOICE CARE	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SVMC	HMO/PPO
IMPERIAL HEALTH PLAN	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT		SVMC	
INTEGRATED HEALTH PLAN	SOUTH	LOS ANGELES COUNTY	PARTICIPATING HOSPITAL AGREEMENT		SVMC	
INTERPLAN	SOUTH	LOS ANGELES COUNTY	PARTICIPATING HOSPITAL AGREEMENT		SVMC	
KAISER	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT		SVMC	
LA CARE HEALTH PLAN	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT		SVMC	
MOLINA	SOUTH	LOS ANGELES COUNTY			SVMC	
MULTIPLAN	SOUTH	LOS ANGELES COUNTY	MEMORANDUM OF UNDERSTANDING (MOU)		SVMC	
NX HEALTH NETWORK	SOUTH	LOS ANGELES COUNTY	PARTICIPATING FACILITY AGREEMENT	FFS	SVMC	
UEENS CARE	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT	FFS	SVMC	
SCAN HEALTH PLAN	SOUTH	LOS ANGELES COUNTY			SVMC	
SEASIDE HEALTH PLAN	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT		SVMC	
ST. FRANCIS MEDICAL CENTER	SOUTH	LOS ANGELES COUNTY			SVMC	
STAYWELL	SOUTH	LOS ANGELES COUNTY	HOSPITAL SERVICES AGREEMENT		SVMC	
ST. VINCENT IPA / PHYSICIANS DATA TRUST	SOUTH	LOS ANGELES COUNTY	ANCILLARY SERVICES AGREEMENT	FFS	SVMC	HMO/PPO
TRICARE HEALTH NET FEDERAL	SOUTH	LOS ANGELES COUNTY	FACILITY SERVICES AGREEMENT	FFS	SVMC	COMMERCIAL
UNITED HEALTHCARE	SOUTH	LOS ANGELES COUNTY	FACILITY PARTICIPATION AGREEMENT	FFS	SVMC	HMO/PPO
UNITED TRICARE	SOUTH	LOS ANGELES COUNTY			SVMC	
UNITED LABOR HEALTH PLAN	SOUTH	LOS ANGELES COUNTY	MEMORANDUM OF UNDERSTANDING (MOU)	FFS	SVMC	
USA MANAGED CARE	SOUTH	LOS ANGELES COUNTY	HEALTHCARE SERVICE FACILITY AGREEMENT		SVMC	

Schedule 2.19 - Payer Contracts

t. Vincent Dialysis Center

PAYOR	AGREEMENT TYPE	PAYMENT TYPE	HOSPITAL
CITIZENS CHOICE HEALTH PLAN	ANCILLARY PROVIDER AGREEMENT	FFS	SVMC - SVDC
CITIZENS CHOICE HEALTH PLAN	ANCILLARY PROVIDER AGREEMENT	FFS	SVMC - SVDC
HEALTH NET	PROVIDER PARTICIPATION AGREEMENT	FFS	SVMC - SVDC
HEALTH NET	PROVIDER PARTICIPATION AGREEMENT	FFS	SVMC - SVDC
KOREAN AMERICAN MEDICAL GROUP	ANCILLARY PROVIDER AGREEMENT	FFS	SVMC - SVDC
L.A. CARE HEALTH PLAN	ANCILLARY PROVIDER AGREEMENT	FFS	SVMC - SVDC
L.A. CARE HEALTH PLAN	ANCILLARY PROVIDER AGREEMENT	FFS	SVMC - SVDC
L.A. CARE HEALTH PLAN	ANCILLARY PROVIDER AGREEMENT	FFS	SVMC - SVDC
OPTUM HEALTHCARE SOLUTIONS	PROVIDER PARTICIPATION AGREEMENT	FFS	SVMC - SVDC
SEOUL MEDICAL GROUP	ANCILLARY SERVICES AGREEMENT	FFS	SVMC - SVDC

Schedule 2.19 - Payer Contracts

pitated Arrangements - St. Francis and St. Vincent Only

PAYOR	AGREEMENT TYPE	MSO Name	HOSPITAL	PRODUCT LINE	SERVICE TYPE	CAPITATION TYPE
ALL CARE MEDICAL GROUP	RISK SHARING AGREEMENT	MedPoint Management	SFMC	CAPITATED MEDI-CAL	GENERAL SERVICES	FULL RISK
ALTAMED	RISK SHARING AGREEMENT	Conifer Health Solutions	SVMC	CAPITATED MEDICARE	GENERAL SERVICES	FULL RISK
ALTAMED	RISK SHARING AGREEMENT	Conifer Health Solutions	SFMC	CAPITATED MEDICARE	GENERAL SERVICES	FULL RISK
ANGELES IPA	RISK SHARING AGREEMENT	Conifer Health Solutions	SFMC	CAPITATED MEDI-CAL	GENERAL SERVICES	FULL RISK
APPLECARE	RISK SHARING AGREEMENT	AppleCare MSO	SFMC	CAPITATED MEDICARE	GENERAL SERVICES	FULL RISK - CAP EXPANSION
HEALTHCARE LA	RISK SHARING AGREEMENT	MedPoint Management	SFMC	CAPITATED MEDI-CAL	GENERAL SERVICES	FULL RISK
OMNICARE MEDICAL GROUP	RISK SHARING AGREEMENT	Conifer Health Solutions	SFMC	CAPITATED MEDI-CAL	GENERAL SERVICES	FULL RISK
SEOUL MEDICAL GROUP, IPA	RISK SHARING AGREEMENT	Central Health MSO	SVMC	CAPITATED MEDICARE	GENERAL SERVICES	FULL RISK
ST. VINCENT IPA / PHYSICIANS DATA TRUST	RISK SHARING AGREEMENT	Conifer Health Solutions	SVMC	HMO/PPO	CAPITATED GENERAL SERVICES	FULL RISK

Schedule 2.20 - Excluded Individuals

None.

Schedule 3.4 - Purchaser: No Violation

None other than approvals contemplated pursuant to the Asset Purchase Agreement (APA) to which this Schedule is related, including without limitation those consents required under §365 of the Bankruptcy Code, consents in connection with any Licenses, any provider agreements (including any such agreements with a governmental authority) and other governmental approvals, the approval of the CA AG and any approvals required pursuant to the HSR Act, including as contemplated pursuant to Sections 5.2, 5.10, 7.4 and 8.1 of the APA).

Schedule 3.7 - Purchaser: Legal Proceedings

None other than the legal proceedings pursuant to the Seller's pending bankruptcy case and governmental restrictions associated with requirements for governmental approvals, as addressed at Schedule 3.4.

Schedule 4.25(b) - Accounts Receivable

Bank Account Name	Seller	Financial Institution	Account Number
SFMC - Lockbox	St. Francis Medical Center	Bank of America	******2940
SVMC - Lockbox	St. Vincent Medical Center	Bank of America	******2964
SMC - Lockbox	Seton Medical Center	Bank of America	******2902
SMCC - Lockbox	Seton Medical Center	Bank of America	******2907
St. Vincent Dialysis Center	St. Vincent Dialysis Center	Bank of America	******8921

Schedule 5.3 - Purchaser: Hospital Employees

Purchaser shall have the right to update Schedule 5.3 based on further input from Seller by providing a revised schedule to Sellers no later than thirty (30) calendar days before the date scheduled for the Closing.

Schedule 6.1(b)(3) - Bid Procedures

Attached to filed Asset Purchase Agreement.

SCHEDULE 6.1(b)(3)

(Bidding Procedures)

BIDDING PROCEDURES

Set forth below are the bidding procedures (the "Bidding Procedures")[1] to be employed in connection with the sale of (i) the assets (the "Purchased Assets") enumerated in the Stalking Horse APA (as defined below), including, but not limited to, St Francis Medical Center, St. Vincent Medical Center, and Seton Medical Center (including Seton Coastside) (collectively, the "APA Facilities"); and (ii) assets not otherwise enumerated in the APA, but associated with the ownership or operation of the APA Facilities and available for purchase (the "Other Assets"), in connection with the chapter 11 cases pending in the United States Bankruptcy Court for the Central District of California (the "Bankruptcy Court"), jointly administered as case number 2:18-bk-20151-ER, in the form to be approved by the Bankruptcy Court, by Order dated February 19, 2019 (the "Bidding Procedures Order") [Docket No. 1572].

The Debtors entered into that certain Asset Purchase Agreement, dated January 8, 2019 between the Debtors, on the one hand, and Strategic Global Management, Inc., a California corporation (the "Stalking Horse Purchaser") on the other hand, pursuant to which the Stalking Horse Purchaser shall acquire the Purchased Assets on the terms and conditions specified therein (together with the schedules and related documents thereto, the "Stalking Horse APA"). The sale transaction pursuant to the Stalking Horse APA is subject to competitive bidding as set forth herein. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the *Debtors' Notice of Motion and Motion for the Entry of (I) an Order (1) Approving Form of Asset Purchase Agreement for Stalking Horse Bidder and for Prospective Overbidders to Use, (2) Approving Auction Sale Format, Bidding Procedures and Stalking Horse Bid Protections, (3) Approving Form of Notice to be Provided to Interested Parties, (4) Scheduling a Hearing to Consider Approval of the Sale to the Highest Bidder, (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; and (II) an Order Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances* (the "Sale Motion") or the Bidding Procedures Order.

I. ASSETS TO BE SOLD

The Debtors seek to complete a sale of substantially all assets of APA Facilities, including both the Purchased Assets and the Other Assets (the "Sale"). The Stalking Horse APA will serve as the "stalking-horse" bid for the Purchased Assets.

II. THE BIDDING PROCEDURES

In order to ensure that the Debtors receive the maximum value for the Purchased Assets and/or the Other Assets, they intend to hold a sale process for the Purchased Assets and/or the Other Assets pursuant to the procedures and on the timeline proposed herein.

[1] Unless otherwise defined, all capitalized terms shall have the meanings ascribed to them in the Stalking Horse APA.

A. Provisions Governing Qualifications of Bidders

Unless otherwise ordered by the Court or as set forth in these procedures, in order to participate in the bidding process, each person, other than the Stalking Horse Purchaser, who wishes to participate in the bidding process must deliver, prior to the Bid Deadline (defined herein), the following to the Debtors:

a) a written disclosure of the identity of each entity that will be bidding for the Purchased Assets or and/or the Other Assets or otherwise participating in connection with such bid; and

b) an executed confidentiality agreement (to be delivered prior to the distribution of any confidential information by the Debtors) in form and substance satisfactory to the Debtors and which shall inure to the benefit of any purchaser of the Purchased Assets and/or the Other Assets; without limiting the foregoing, each such confidentiality agreement shall contain standard non-solicitation provisions.

A bidder that delivers the documents and information described above and that the Debtors determine, after consultation with the Official Committee of Unsecured Creditors, the Prepetition Secured Creditors, and any other party deemed appropriate within the business judgment of the Debtors (collectively, the "Consultation Parties") in their reasonable business judgment, is likely (based on availability of financing, experience, and other considerations) to be able to consummate the sale, will be deemed a potential bidder ("Potential Bidder").

B. Due Diligence

The Debtors will afford any Potential Bidder such due diligence access or additional information as the Debtors, in consultation with their advisors, deem appropriate, in their reasonable discretion. The due diligence period shall extend through and including the relevant Bid Deadline; provided, however, that any bid submitted under these procedures shall be irrevocable until at least the selection of the Successful Bidder(s) (defined herein) and any Back-Up Bidder(s) (defined herein).

C. Provisions Governing Qualified Bids

A bid submitted by a Potential Bidder will be considered a Qualified Bid (each, a "Qualified Bid," and each such Potential Bidder thereafter a "Qualified Bidder") only if the bid complies with the following requirements:

a) it states that the applicable Qualified Bidder offers to purchase, in cash, some or all of the Purchased Assets and/or the Other Assets;

b) it identifies with particularity the portion of the Purchased Assets and/or the Other Assets the Qualified Bidder is offering to purchase;

c) it allocates with specificity the portion of the purchase price offered that the Qualified Bidder attributes to St. Francis Medical Center, St. Vincent Medical

Center, and Seton Medical Center, and Seton Coastside, and each of the Other Assets, respectively;[2]

d) it includes a signed writing that the Qualified Bidder's offer is irrevocable until the selection of the Successful Bidder and the Back-Up Bidder, provided that if such bidder is selected as the Successful Bidder or the Back-Up Bidder then the offer shall remain irrevocable until the earliest of (i) the closing of the transaction with the Successful Bidder, (ii) in the case of the Successful Bidder, a termination of the Qualified Bid pursuant to the terms of the Successful Bidder Purchase Agreement and (iii) with respect to the Back-Up Bidder, the time specified in Section II (K) below;

e) it includes confirmation that there are no conditions precedent to the Qualified Bidder's ability to enter into a definitive agreement and that all necessary internal governance and shareholder approvals have been obtained prior to the bid;

f) it sets forth each third-party, regulatory and governmental approval required for the Qualified Bidder to consummate the transaction and the time period within which the Qualified Bidder expects to receive such approvals and establishes a substantial likelihood that the Qualified Bidder will obtain such approvals by the stated time period;

g) it includes a duly authorized and executed copy of a purchase or acquisition agreement in the form of the Stalking Horse APA (a "Purchase Agreement"), including the purchase price for some or all of the Purchased Assets and/or the Other Assets, or both, expressed in U.S. Dollars, together with all exhibits and schedules thereto, together with copies marked to show any amendments and modifications to the Stalking Horse APA ("Marked Agreement");

h) it is not subject to any financing contingency and includes written evidence of a firm ability to have the funding necessary to consummate the proposed transaction, that will allow the Debtors to make a reasonable determination, in consultation with the Consultation Parties, as to the Qualified Bidder's financial and other capabilities to consummate the transaction contemplated by the Purchase Agreement;

i) if the bid is for all of the Purchased Assets, it must have a value to the Debtors, in the Debtors' exercise of its reasonable business judgment, after consultation with its advisors and the Consultation Parties, that is greater than or equal to the sum of the value offered under the Stalking Horse APA, plus (i) the amount of the Break-Up Fee ($21,350,000.00); (ii) the amount of the Expense Reimbursement ($2,000,000.00); and (iii) $7,000,000.00 (the "Initial Bidding Increment," and, together with the Break-Up Fee and the Expense Reimbursement, the "Minimum Qualified Bid");

[2] For the avoidance of doubt, such allocation shall not be binding on the Debtors, their estates or any Consultation Party.

j) if the bid is a partial bid (the "Partial Bid"),[3] the terms of paragraph (i) immediately above shall not apply but the terms of paragraph (o) below concerning the Good Faith Deposit shall expressly apply in order to be a bid qualified to participate in the Partial Bid Auction (as defined below) (each, a "Partial Bid Auction Qualified Bid"). In the event that the Debtors aggregate Partial Bids, the Partial Bid purchasers' responsibility for the Break-Up Fee, the Expense Reimbursement, and the Initial Bidding Increment shall be reasonably allocated to each Partial Bid purchaser, and in no event shall the Stalking Horse Purchaser be entitled to more than one Break-Up Fee and/or Expense Reimbursement;

k) it identifies with particularity which (i) executory contracts and unexpired leases the Qualified Bidder wishes the Debtors to assume and assign to it, and (ii) Purchased Assets and/or Other Assets, subject to purchase money liens or the like, the Qualified Bidder wishes to acquire and therefore pay the associated purchase money financing;

l) it contains sufficient information concerning the Qualified Bidder's ability to provide adequate assurance of future performance with respect to executory contracts and unexpired leases the Qualified Bidder wishes the Debtors to assume and assign to it;

m) it includes an acknowledgement and representation that the Qualified Bidder: (A) has had an opportunity to conduct any and all required due diligence regarding the Purchased Assets and/or Other Assets prior to making its offer and that the offer is not subject to any further due diligence or the need to raise capital/financing to consummate the proposed transaction; (B) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Purchased Assets and/or Other Assets in making its bid; (C) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Purchased Assets and/or Other Assets or the completeness of any information provided in connection therewith or with the relevant Auction (defined below), except as expressly stated in the Purchase Agreement; and (D) is not entitled to any expense reimbursement, break-up fee, or similar type of payment in connection with its bid;

o) unless it is a Credit Bid (as defined below), it is accompanied by a (i) good faith deposit in the form of a wire transfer (to a bank account specified by the Debtors), certified check or such other form of cash or cash equivalent acceptable to the Debtors, payable to the order of the Debtors (or such other party as the Debtors may determine) in an amount equal to: (a) 20% of purchase price for bids under $5 million; (b) for bids greater than $5 million and less than $100 million, the greater of: (i) $1 million or (ii) 10% of purchase price; (c) for bids greater than $100 million, the greater of (i) $10 million or (ii) 5% of purchase price (collectively, the "Good Faith Deposit"), which Good Faith Deposit shall, be forfeited if such bidder

[3] A Partial Bid shall mean a bid for less than all of the Purchased Assets.

is the Successful Bidder and breaches its obligation to close; and (ii) if the Qualified Bid is a bid made by a secured creditor of the Debtors (a "Credit Bid Bidder") who intends to make a credit bid (each, a "Credit Bid Bid"), evidence of (a) the basis for and property covered by such Credit Bid Bidder's secured claim, (b) the amount of such Credit Bid Bidder's claim that is secured by the property in question, (c) whether it is the senior secured claim on the property (x) prepetition and (y) as of the date of the request to be a Qualified Bidder, as well as (d) evidence of the resolution of any Challenge to such Credit Bid Bidder's secured claim within the meaning of the Final DIP Order.

p) it contains a detailed description of how the Qualified Bidder intends to treat current employees of the Debtors;

r) it identifies the person(s) and their title(s) who will attend the relevant Auction, and confirms that such person(s) have authority to make binding Overbids (defined below) at such Auction

s) it contains such other information reasonably requested by the Debtors; and

t) it is received prior to the Bid Deadline.

The Debtors, in consultation with the Consultation Parties (who shall receive copies of the Purchase Agreements relating to any bids cast pursuant to these Bidding Procedures as soon as reasonably practicable), may qualify any bid that meets the foregoing requirements as a Qualified Bid. Notwithstanding the foregoing, the Stalking Horse Purchaser is deemed a Qualified Bidder and the Stalking Horse APA is deemed a Qualified Bid, for all purposes in connection with the Bidding Process, the Auctions, and the Sale.

The Debtors shall notify the Consultation Parties, the Stalking Horse Purchaser, all Qualified Bidders and the Notice Parties in writing as to whether or not any bids constitute Qualified Bids (and with respect to each Qualified Bidder that submitted a bid as to whether such Qualified Bidder's bid constitutes a Qualified Bid) and provide copies of the Purchase Agreements relating any such Qualified Bid to the Consultation Parties, the Stalking Horse Purchaser and such Qualified Bidders, and the Notice Parties on the earlier of: (1) the date that any bid other than the Stalking Horse Bid has been deemed a Qualified Bid, or (2) two business days prior to the Partial Bid Auction.

D. Bid Deadline

In order to be eligible to participate in the Auction, a Qualified Bidder that desires to make a bid will deliver written copies of its bid to the following parties (collectively, the "Notice Parties"): (i) counsel to the Debtors: Dentons US LLP, 601 S. Figueroa Street, Suite 2500, Los Angeles, CA 90017 (Attn: Tania M. Moyron (tania.moyron@dentons.com)); (ii) the Debtors' Investment Banker: Cain Brothers, a division of KeyBanc Capital Markets, 1 California Street, Suite 2400, San Francisco, CA 94111 (Attn: James Moloney (jmoloney@cainbrothers.com)); (iii) counsel to the Official Committee: Milbank, Tweed, Hadley & McCloy LLP, 2029 Century Park East, 33rd Floor, Los Angeles, CA 90067 (Attn: Gregory A. Bray (gbray@milbank.com); (iv) counsel to the Master Trustee and Series 2005 Bond Trustee: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo,

P.C., One Financial Center, Boston, MA 02111 (Attn: Daniel S. Bleck and Paul Ricotta (dsbleck@mintz.com, pricotta@mintz.com)); (v) counsel to the Series 2015 and Series 2017 Notes Trustee: Maslon, LLP, 3300 Wells Fargo Center, 90 South Seventh Street, Minneapolis, MN 55402 (Attn: Clark Whitmore (clark.whitmore@maslon.com)), so as to be received by the Notice Parties not later than March 29, 2019, at 4:00 p.m. (prevailing Pacific Time) for partial bids (the "Partial Bid Deadline") or April 3, 2019, at 4:00 p.m. (prevailing Pacific Time) for full bids (the "Bid Deadline").

E. Credit Bidding

Any party with a valid, properly perfected security interest in any of the Purchased Assets and/or Other Assets (which is not subject to a pending Challenge within the meaning of the Final DIP Order) may credit bid for such Purchased Assets and/or Other Assets in connection with the Sale in accordance with and pursuant to § 363(k), except as otherwise limited by the Debtors for cause; provided, however, that any party seeking to credit bid may not credit bid unless such bid provides that all secured creditors with security interests on such Purchased Assets and/or Other Assets that are senior to such junior security interest are to be paid in cash in connection with such junior creditor's bid. Any credit bids made by secured creditors shall not impair or otherwise affect the Stalking Horse Purchaser's entitlement to the benefits of the Bidding Procedures and related protections granted under the Bidding Procedures Order.

F. Evaluation of Competing Bids

A Qualified Bid will be valued based upon several factors including, without limitation: (i) the amount of such bid; (ii) the risks and timing associated with consummating such bid; (iii) any proposed revisions to the form of Stalking Horse APA; and (iv) any other factors deemed relevant by the Debtors in their reasonable discretion, in consultation with the Consultation Parties, including the amount of cash included in the bid.

G. No Qualified Bids

If the Debtors do not receive any Qualified Bids other than the Stalking Horse APA, the Debtors will not hold an auction and the Stalking Horse Purchaser will be named the Successful Bidder for the Purchased Assets. If the Debtors receive one or more qualified Partial Bid Auction Qualified Bids and, after the Partial Bid Auction contemplated by Section (H) of these Bidding Procedures, the Debtors will determine, in consultation with the Consultation Parties, if there are any Partial Bidders that will not be qualified to participate at the Full Bid Auction

H. Auction Process

If the Debtors receive one or more Partial Bid Auction Qualified Bids as set forth above, the Debtors will conduct separate auctions of each asset or combinations thereof (each, a "Partial Bid Auction"). Any Partial Bidder holding a Partial Bid Auction Qualified Bid shall be entitled to bid on any assets in any Partial Bid Auction(s). The procedures below for the Full Bid Auction shall apply to the Partial Bid Auction, except as where otherwise indicated. The Debtors will conduct the Partial Bid Auction(s), which shall be transcribed, on April 8, 2019 at 10:00 a.m. (prevailing Pacific Time) at the offices of Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los

Angeles, CA 90017, or such other location as shall be timely communicated to all entities entitled to attend the Auction.

The Partial Bid Auction Qualified Bids determined by the Debtors, in consultation with the Consultation Parties, at the Partial Bid Auction(s) (as set forth above) to be eligible to participate at the Full Bid Auction, including (without limitation) the highest and best bids for each asset (the "Winning Partial Bids"), shall be permitted to participate in the Full Bid Auction (as defined below) of the Purchased Assets and/or the Other Assets; except that:

(a) If the Partial Bids, at the conclusion of the Partial Bid Auction, include all four APA Facilities and exceed, in the aggregate, the Purchase Price in the Stalking Horse APA, there will be a Full Bid Auction (as defined below) and (1) the Stalking Horse Purchaser may overbid in the aggregate for all four APA Facilities, or (2) the Stalking Horse Purchaser may bid for less than the four APA Facilities and be entitled to a pro-rata Break-Up Fee for the APA Facilities which the Stalking Horse Purchaser does not acquire, as specified in the Stalking Horse APA at Section 6.1 (b)(2);

(b) If the Partial Bids do not include all four APA Facilities, and if there are no other Qualified Full Bids, then Seller, in its discretion, after consultation with the Consultation Parties, may choose, at the conclusion of the Partial Bid Auction, (1) to have no Full Bid Auction, and the Stalking Horse Purchaser will purchase the four APA Facilities pursuant to the Stalking Horse APA, or (2) if the Debtor and Consultation Parties deem the aggregate designated Winning Partial Bid(s) to be sufficient to warrant leaving one or more APA Facilities behind (the "Remaining Facility"), the Stalking Horse Purchaser shall have the option of (i) acquiring the Remaining Facility at the allocated price in the Stalking Horse APA, (ii) overbidding one or more of the Partial Bids, or (iii) terminating the Stalking Horse APA. In either event, the Stalking Horse Purchaser shall be entitled to the Break-Up Fee for all of the APA Facilities not acquired by the Stalking Horse Purchaser.

If the Debtors receive, in addition to the Stalking Horse APA, one or more Qualified Full Bids (and/or a combination of Winning Partial Bids from the Partial Bid Auction(s) seeking, on aggregate basis, to purchase all or substantially all of the Purchased Assets and/or the Other Assets), the Debtors will conduct a full bid auction of the Purchased Assets and/or the Other Assets (the "Full Bid Auction"), which shall be transcribed, on April 9, 2019 (the "Full Bid Auction Date"), at 10:00 a.m. (prevailing Pacific Time), at the offices of Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, CA 90017, or such other location as shall be timely communicated to all entities entitled to attend the Auction.

The Full Bid Auction shall be conducted in accordance with the following procedures:

a) only the Debtors, the Stalking Horse Purchaser, Qualified Bidders who have timely submitted a Qualified Bid, the U.S. Trustee, and the Consultation Parties, and their

respective advisors, and other parties who request and receive authority to attend the auction in advance from the Debtors may attend the Auction;

b) only the Stalking Horse Purchaser and the Qualified Bidders who have timely submitted Qualified Bids will be entitled to make any subsequent bids at the Auction;

c) each Qualified Bidder shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the sale;

d) all Qualified Bidders who have timely submitted Qualified Bids will be entitled to be present for all Subsequent Bids (defined herein) at the relevant Auction and the actual identity of each Qualified Bidder will be disclosed on the record at the relevant Auction; provided that all Qualified Bidders wishing to attend the relevant Auction must have at least one individual representative with authority to bind such Qualified Bidder attending the relevant Auction in person;

e) the Debtors, after consultation with the Consultation Parties and the Stalking Horse Purchaser, may employ and announce at the relevant Auction additional procedural rules that are (i) reasonable under the circumstances for conducting the relevant Auction, (ii) in the best interest of the Debtors' estates; provided, however, that rules (i) are disclosed to the Stalking Horse Purchaser and each Qualified Bidder participating in the Auction, and (ii) are not inconsistent with the Bid Protections, the Stalking Horse APA, the Bankruptcy Code, or any order of the Court entered in connection herewith;

f) bidding at the relevant Auction will begin with a bid determined by the Debtors after consulting with the Consultation Parties as being the then highest and best bid which will be announced by the Debtors prior to the commencement of the Auction (the "Baseline Bid"). The Auction will continue in bidding increments to be determined in the discretion of the Debtors, in consultation with the Consultation Parties (each a "Overbid"), and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders who submitted Qualified Bids and are in attendance at the Auction (including, without limitation, Winning Partial Bids), as well as to the Notice Parties;

g) the initial Overbid, if any, shall provide for total consideration to Debtors with a value that exceeds the value of the consideration under the Baseline Bid by an incremental amount. Additional consideration in excess of the amount set forth in the respective Baseline Bid must include: (i) cash and/or (ii) in the case of a Qualified Bidder (including, without limitation, with respect to any Winning Partial Bids) that is a Credit Bid Bidder that has a valid and perfected lien (not subject to a Challenge within the meaning the Final DIP Order) on any of the Purchased Assets and/or the Other Assets, a Credit Bid of up to the full amount of such Credit Bidder's allowed perfected lien, subject to § 363(k) and any other restrictions set forth herein; and

i) at the Full Bid Auction, the Stalking Horse Purchaser may, subject to the terms and conditions set forth herein, elect to bid for the Purchased Assets as described in the Bid Procedures Order. In the alternative, the Stalking Horse Purchaser, and any bidder with a Qualified Full Bid, (a) may elect to bid against any one or more of the Winning Partial Bidders for the assets subject to the relevant Partial Bid(s), in lieu of seeking to acquire such Purchased Assets and/or Other Assets by means of the Stalking Horse Bid or another Qualified Full Bid; and (b) if successful with its Overbids for such assets, replace the Winning Partial Bidder(s) as the proponent of the relevant Winning Partial Bids or Aggregate Winning Partial Bid as to such assets. In the event that the Stalking Horse Purchaser or another bidder so elects, and as long as the Stalking Horse Purchaser or another bidder so bids, the Winning Partial Bidders must continue to present qualified Winning Partial Bids (i.e., bids as to which the aggregate of all still pending Winning Partial Bids is greater than or equal to the then Prevailing Highest Bid) for the Purchased Assets and/or the Other Assets in each round to continue to bid as Winning Partial Bidders in the Full Bid Auction. In addition, the Debtors may elect, in their discretion, after consultation with the Consultation Parties, to allow Partial Bidders to bid for all or substantially all the Purchased Assets and/or the Other Assets subject to augmenting its Good Faith Deposit, as necessary, or to allow proponents of Full Bids to bid for less than all or substantially all of the Purchased Assets and/or the Other Assets in any given round of the Auction, provided that in any given round there is a Full Bid or an Aggregate Partial Bid that is superior to Prevailing Highest Bid that is then subject to acceptance by the Debtors and binding on the Stalking Horse Purchaser or another Qualified Bidder. In all events, (i) any such Overbid shall continue to comply with all of the requirements for Qualified Bids set forth in Section C of these Bidding Procedures; and (ii) the bidder submitting such a modified Qualified Bid or Qualified Partial Bid shall furnish to the Debtors and the Consultation Parties, within twenty-four (24) hours of the conclusion of the Auction, a revised Purchase Agreement and Marked Agreement showing all amendments and modifications to the Stalking Horse APA and the Sale Order.

I. Selection of Successful Bid

Prior to the conclusion of the relevant Auction, the Debtors, in consultation with the Consultation Parties, will review and evaluate each Qualified Bid in accordance with the procedures set forth herein and determine which offer or offers are the highest or otherwise best from among the Qualified Bids submitted at the relevant Auction (one or more such bids, collectively the "Successful Bid" and the bidder(s) making such bid, collectively, the "Successful Bidder"), and communicate to the Qualified Bidders the identity of the Successful Bidder and the details of the Successful Bid. The determination of the Successful Bid by the Debtors at the conclusion of the relevant Auction shall be subject to approval by the Court.

If selected, at the conclusion of the Partial Bid Auction, as the Winning Partial Bidder or the Back-Up Bidder in accordance with Section H above, then such party or parties, prior to the Full Bid Auction, shall increase its Good Faith Deposit in the amount set forth in Section II(C)(o), or as determined by the Seller in consultation with the Consultation Parties; provided, however, if a party or parties are bidding on all four APA Facilities, the deposit will be no less than $30,000,000.

If selected as the Successful Bidder or the Back-Up Bidder at the conclusion of the Full Bid Auction, each of the Successful Bidder and the Back-Up Bidder shall, within forty-eight (48) hours, increase its Good Faith Deposit to the sum of five percent (5%) of the Successful Bid or Back-Up Bid, as applicable. If the Successful Bidder fails to increase the Good Faith Deposit within forty-eight (48) hours of the Auction conclusion date (the "Final Deposit"), then (1) the Successful Bidder forfeits its Good Faith Deposit, and (2) the Successful Bid is nullified (i.e., the Back-Up Bidder becomes the Successful Bidder in the amount of its last bid).

Unless otherwise agreed to by the Debtors and the Successful Bidder, within two (2) business days after the conclusion of the relevant Auction, the Successful Bidder shall complete and execute all agreements, contracts, instruments, and other documents evidencing and containing the terms and conditions upon which the Successful Bid was made. Within forty-eight (48) hours following the conclusion of the relevant Auction, the Debtors shall file a notice identifying the Successful Bidder(s) and Back-Up Bidders with the Court and shall serve such notice by fax, email, or if neither is available, by overnight mail to all counterparties whose contracts are to be assumed and assigned.

The Debtors will sell the Purchased Assets and (to extent included in an Overbid) the Other Assets to the Successful Bidder pursuant to the terms of the Successful Bid upon the approval of such Successful Bid by the Court at the Sale Hearing and satisfaction of any other closing conditions set forth in the Successful Bidder's Purchase Agreement.

J. Return of Deposits

All deposits shall be returned to each bidder not selected by the Debtors as the Successful Bidder or the Back-Up Bidder (defined herein) no later than five (5) business days following the conclusion of the Auction.

K. Back-Up Bidder

If an Auction is conducted, the Qualified Bidder or Qualified Bidders with the next highest or otherwise best Qualified Bid, as determined by the Debtors in the exercise of their business judgment, in consultation with the Consultation Parties, at the relevant Auction shall be required to serve as a back-up bidder (the "Back-Up Bidder") and keep such bid open and irrevocable for thirty (30) business days after the entry of the Sale Order (the "Thirty-Day Period"). If during the Thirty-Day Period, the Successful Bidder fails to consummate the approved sale because of a breach or failure to perform on the part of such Successful Bidder, the Back-Up Bidder will be deemed to be the new Successful Bidder, and the Debtors will be authorized, but not required, to consummate the sale with the Back-Up Bidder without further order of the Court provided that the Back-Up Bidder shall thereafter keep such bid open and irrevocable in accordance with the terms of the Back-Up Bidder APA; provided further, however, that if the Back-Up Bidder is the Stalking Horse Purchaser, the Debtors will be authorized and required to consummate the sale to the Stalking Horse Purchaser.

If, after the Thirty-Day Period, the Successful Bidder has failed to consummate the approved sale, the Back-Up Bidder may elect, at its discretion, to remain as the Back-Up Bidder until (a) the sale closes, (b) the Successful Bidder defaults, or (c) the Back-Up Bidder elects to terminate its

participation as Back-Up Bidder. For the avoidance of doubt, after the Thirty-Day Period, if the Successful Bidder fails to consummate the approved sale because of a breach or failure to perform on the part of such Successful Bidder, the Back-Up Bidder will not be contractually obligated to be the Back-Up Bidder, and will have the option to either (i) be entitled to terminate its Back-Up Bidder APA and the return of its deposit, or (ii) remain as the Back-up Bidder, in which event, there will be no re-opening of the auction.

L. Break-Up Fee

In recognition of this expenditure of time, energy, and resources, the Debtors have agreed that if the Stalking Horse Purchaser is not the Successful Bidder as to the Purchased Assets, the Debtors will pay the Stalking Horse Purchaser at closing of the sale of the Purchased Assets the Break-Up Fee and the Expense Reimbursement as set forth in the Stalking Horse APA.

III. Sale Hearing

The Debtors will seek entry of the Sale Order, at the Sale Hearing on April 17, 2019, at 10:00 a.m. (or at another date and time convenient to the Court), to approve and authorize the sale transaction to the Successful Bidder(s) on terms and conditions determined in accordance with the Bidding Procedures. The Debtors may submit and present such additional evidence, as they may deem necessary, at the Sale Hearing demonstrating that the Sale is fair, reasonable, and in the best interest of the Debtors' estates and all interested parties, and satisfies the standards necessary to approve a sale of the Purchased Assets."

IV. Sale Order

The Sale Order will provide Court approval of (i) the Sale to the Successful Bidder, free and clear of all liens, claims, interests, and encumbrances, pursuant to 11 U.S.C. § 363, with the proceeds of the Sale deposited in accordance with Paragraph 4 of the Final DIP Order, with all liens, claims, interests, and encumbrances to attach to the sale proceeds with the same validity and in the same order of priority as they attached to the Purchased Assets prior to the Sale, including, without limitation, the liens and security interests of the DIP Lender and each of the Prepetition Secured Creditors under the relevant agreements, applicable law and the Final DIP Order, and (ii) the assumption by the Debtors and assignment to the Successful Bidder of the Assumed Executory Contracts and Leases pursuant to 11 U.S.C. § 365.

VII. Reservation

The Debtors reserve the right, as they may determine in their discretion and in accordance with their business judgment to be in the best interest of their estates, in consultation with their professionals and the Consultation Parties to: (i) modify the Bidding Procedures to discontinue incremental bidding and then require that any and all bidders or potential purchasers submit their sealed, highest and best offer for the Purchased Assets and/or the Other Assets; (ii) determine which Qualified Bid is the highest or otherwise best bid and which is the next highest or otherwise best bid; (iii) waive terms and conditions set forth herein with respect to all Potential Bidders; (iv)

impose additional terms and conditions with respect to all Potential Bidders; (v) extend the deadlines set forth herein; (vi) continue or cancel an Auction and/or Sale Hearing in open court without further notice; and (vii) implement additional procedural rules that the Debtors determine, in their reasonable business judgment and in consultation with the Consultation Parties will better promote the goals of the bidding process; provided that such modifications are disclosed to each Qualified Bidder participating in the Auction; provided, however, and notwithstanding the foregoing, these Bid Procedures shall not be modified so as to alter, extinguish or modify any rights or interests of the Stalking Horse Purchaser expressly set forth herein or in the Stalking Horse APA.

Schedule 8.6 - Attorney General Provisions

See attached "Schedule 8.6 re AG Conditions.pdf"

Schedule 8.6 –AG Conditions

I. St. Francis Medical Center

St. Francis Medical Center	AG Conditions[1]	Purchaser Approved Conditions[2]
Binding Power	• Conditions shall be binding on entities enumerated in AG Conditions.	Purchaser accepts this condition with the following changes: • Conform to the transaction described in the Asset Purchase Agreement between SGM and Seller to which this Schedule 8.6 is related ("**Agreement**"). • SGM entities who are involved in the purchase of assets pursuant to the Agreement would agree to be bound by the prospective AG conditions substantively conforming to all the provisions herein.
Applicable Agreements	• Transaction consists of the following: - Transitional Consulting Services Agreement dated July 17, 2015; - Health System Management Agreement with Integrity Healthcare, LLC; - Debt Facility Commitment Letter dated July 17, 2015, signed by all the funds listed in footnote 2 and BlueMeridian Capital, LLC; - Operating Asset Purchase	Purchaser accepts this condition with the following changes: • Transaction consists of the Agreement and any and all other agreements contemplated and delivered pursuant to the Agreement including as may be applicable, financing, management services and similar agreements.

[1] The referenced conditions are, as a point of reference, reflective of the conditions contained in the Attorney General's Decision dated December 3, 2015, conditionally consenting to the proposed change in governance and control of Daughters of Charity Ministry Services Corporation and Daughters of Charity Health System (the "**Prior Conditions**").

[2] When reference is made for the proposed new AG conditions to conform to the transaction described in the Agreement, it means that, subject to any other applicable express qualifications, the condition is acceptable provided that the prospective AG conditions would address, and be consistent with, the proposed transaction pursuant to the proposed Agreement between SGM and Verity entities, and would eliminate references to the Blue Mountain entities and affiliate and the contractual arrangements between Verity entities and the Blue Mountain entities and affiliates (upon which the prior conditions were predicated), including without limitation, the System Restructuring and Support Agreement and documents delivered in connection therewith.

	Option Agreement; - Operating Asset Purchase Agreement; - Real Estate Purchase Option Agreement; - Real Estate Purchase Agreement; - Information Technology Lease Agreement; and - Deposit Escrow Agreement dated July 17, 2015.	
Notice of Sale or Transfer	*For fifteen (15) years:* •Provide written notice to AG sixty (60) days prior to entering into any sale or transfer agreement.	Purchaser accepts this condition if updated to reflect current transaction and parties.
Medical; Trauma Services	*For ten (10) years:* • Remain licensed general acute care hospital. • 24-hour emergency and trauma medical services at no less than current licensure and designation with same types and/or levels of service, including: - 46 emergency stations (minimum) - Level II Trauma - 5150 receiving facility - Psychiatric evaluation team - ED Approved for Pediatrics; and - Designation as a Paramedic Base Station (with same number of assigned paramedic units) •Annual maximum number of hours on diversion is 200. • Must give one-year advance written notice to LA-EMSA and CDPH if it seeks to reduce trauma or trauma-related care services or stop operating the Level II Trauma Center after the ten (10) years	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. • Purchaser will not agree to an annual maximum number of hours on diversion.
On-Call Coverage Contracts	*For at least ten (10) years:* • Maintain on-call coverage (or	Purchaser accepts this condition with the following changes:

	comparable) contracts with physicians at FMV necessary to ensure trauma coverage, including: - General surgery; - Trauma surgery; - Neuro-trauma surgery; - Obstetrical/gynecological surgery; - Orthopedic surgery; - Trauma orthopedic surgery; - Vascular surgery; -Cardiothoracic surgery; - Plastic surgery; - Ophthalmology; - Otolaryngology; - Anesthesia; and -Urology.	• For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. • Purchaser will not agree to maintain on-call coverage (or comparable) contracts with physicians necessary to ensure trauma coverage except to the extent required by applicable laws or regulations in order for the Hospital to retain its qualification as a trauma center, for so long as maintenance of the trauma status is required. • These qualifications are not intended to modify the following condition on Essential Medical Services.
Essential Medical Services	*For at least ten (10) years:* • Maintain, provide and expand the following services at current levels: - Cardiac services, including at a minimum, three cardiac catheterization labs and the designation as a STEMI Receiving Center; - Critical care services, including a minimum of 36 intensive care unit beds or 24 intensive care unit beds and 12 System Restructuring and Support observation beds; - Advanced certification as a Primary Stroke Center; - Neonatal intensive care services, including a minimum of 29 neonatal intensive care beds, and at minimum, maintaining a Level II Neonatal Intensive Care Unit; - Women's health services, including women's imaging services;	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. • Purchaser will not agree to maintain, provide and expand cancer care or to not suspend or surrender beds directly supporting such services.

	- Cancer services, including radiation oncology; - Pediatric services, including a minimum of 14 pediatric beds; - Orthopedic and rehabilitation services; - Wound care and hyperbaric medicine services; - Reproductive health services and expand such services to include those prohibited by the "Ethical and Religious Directives for Catholic Health Care Services" as determined by the United States Conference of Catholic Bishops; - Inpatient psychiatric services, including a minimum of 40 inpatient acute psychiatric beds; and - Obstetric services, including a minimum of 50 obstetrics beds. • SFMC shall not place all or any portion of the above in voluntary suspension or surrender its license for any of these beds or services.	
1206(d) clinics	*For five (5) years:* • (1) Operate the 1206(d) clinics (listed below) with the same number of physician and mid-level provider FTEs; or (2) sell the 1206(d) clinics (listed below) with the same number of physician and mid-level provider FTEs and require purchaser to maintain such services for five (5) years from the Closing; or (3) ensure that a third party is operating the 1206(d) clinics (listed below) with the same number of physician and mid-level provider FTEs for five (5) years and to participate in Medi-Cal and Medicare. • For any of these options, each	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.

	clinic can be moved to a different location within a three-mile radius of each clinic's current location, and St. Francis Medical Center can utilize an alternative structure (e.g., Federally Qualified Health Center, physician office practice) in providing such services. • **1206(d) clinics** - Lynwood Clinic — Family Practice and Pediatrics, located at 3628 E. Imperial Highway, #303 in Lynwood; - Downey Clinic — Family Practice and Pediatrics, located at 7840 Imperial Highway, Unit B, in Downey; and - Orthopedics Clinic, located at 3628 E. Imperial Highway, #300, in Lynwood.	
Charity Care	*For eleven (11) fiscal years :* • Provide an annual amount of Charity Care equal to or greater than $16,646,323. • For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not, decreased) by an amount equal to the Annual Percent increase. • Deficiency payments if Minimum Charity Care Amount not met.	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. • Provide an annual amount of Charity Care equal to or greater than Eight Million Dollars ($8,000,000). • Purchaser will not make any deficiency payments related to Charity Care spending into pensions.
Community Benefit Services	*For eleven (11) fiscal years:* • Provide an annual amount of Community Benefit Services equal to or greater than $1,362,680 and continue to offer the following services: - Health Benefits Resource Center; - Welcome Baby Program; - Healthy Community Initiatives;	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. • Provide an annual amount of Community Benefit Services equal to or greater than One Million, Four Hundred Thirty-Nine Thousand, Eight Hundred Fifty-

	- St. Francis Career College's access for onsite training; - Paramedic Training and Education; and - Patient Transportation support. • For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change. • Deficiency payments if Minimum Community Benefit Services Amount not met.	Four Dollars ($1,439,854).
Medicare and Medi-Cal and Managed Care	*For ten (10) years:* • Be certified to participate in the Medi-Cal program; • Maintain and have Medi-Cal Managed Care contracts with the below listed Medi-Cal Managed Care Plans to provide the same types and levels of emergency and non-emergency services at St. Francis Medical Center to Medi-Cal beneficiaries (both Traditional Medi-Cal and Medi-Cal Managed Care), on the same terms and conditions as other similarly situated hospitals offering substantially the same services, without any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage, unless the contract is terminated for cause: - Local Initiative: LA Care Health Plan or its successor; and - Commercial Plan: Health Net Community Solutions, Inc. or its successor. • If St. Francis Medical Center questions whether it is being	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.

	reimbursed on the same terms and conditions as other similarly situated hospitals offering substantially the same services, it shall notify the AG's Office with at least 120 days' notice prior to taking any action that would effectuate any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage or prior to giving any required notice of taking such action. • Be certified to participate in the Medicare program by maintaining a Medicare Provider Number to provide the same types and levels of emergency and non-emergency services at St. Francis Medical Center to Medicare beneficiaries (both Traditional Medicare and Medicare Managed Care).	
County Contracts	*For at least ten (10) years:* • Maintain LA County contracts, including: - Radiation Therapy Services Agreement; - Impacted Hospital Program Agreement until terminated by Los Angeles County in June 2016; - Department of Mental Health Legal Entity Agreement; - Mental Health Services Agreement Contract Allowable Rate-Fee for Service Medi-Cal Acute Psychiatric Inpatient Services; - EDAP Confirmation Agreement; - Designation Agreement (72-Hours Evaluation and Intensive Treatment Facility); - Paramedic Base Hospital Services Agreement;	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. • Conform to current transaction

	- Trauma Center Services Agreement; - Trauma Center Services Augmentation Agreement until terminated by Los Angeles County in December 2015; - Nursing Affiliation Agreement; and - Hospital Preparedness Program Agreement. • Provide to LA County information and documents related to staffing assessments, clinical guidelines, services provided, and technology needs for St. Francis Medical Center. The goal is to ensure that St. Francis Medical Center's decisions or changes in these areas will not be motivated by a desire to move away from serving the Medi-Cal population. Such information and documents will also be provided to the Local Governing Board.	
Local Governing Board of Directors	*For ten (10) years:* •Have a Local Governing Board of Directors and consult with Board prior to changes.	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.
Capital Commitment	• Reserve or expend the $180 million capital commitment.	Purchaser accepts this condition with the following changes: • Capital commitment will be adjusted as follows: -Prorated to adjust commitment to reflect percentage of assets St. Francis Medical Center represents against the total value of all assets in the Verity Health System; - The capital commitment will be reduced by the amount Seller has already expended for capital from the Closing of the Blue Mountain transaction through Closing under

		the Agreement. - All to be paid or reserved over a five (5) year period after Closing of the Agreement. - The total capital requirements for St. Francis Medical Center, Seton Medical Center / Coastside, and St. Vincent Medical Center will not exceed Seventy-Five Million Dollars ($75,000,000).
Pension Obligations	• Comply with existing pension obligations.	Purchaser does not accept this condition.
Staff Privileges	• Maintain privileges for current medical staff in good standing at Closing. • Maintain medical staff officers, committee chairs, and independence of medical staff, and such persons shall remain in good standing for the remainder of their tenure.	• Purchaser accepts this condition consistent with the Agreement. • Agreed to the extent reasonably within SGM's control.
Seismic Compliance	• Commit necessary investments to maintain OSHPD seismic compliance requirements of hospital through 2030.	Purchaser accepts this condition.
Update Bylaws and Conflict of Interest Policy	•Within sixty (60) days, update Bylaws as specified and adopt same Conflict of Interest Policy as DCHS. •Within ninety (90) days of closing, provide copies of amended and restated governing documents.	Purchaser does not accept this condition because it is not applicable to a for-profit health system or consistent with this transaction.
Reproductive Health Services and LGBT Discrimination	• There shall be no restriction or limitation on providing or making reproductive health services and no discrimination against LGBT individuals. Both of these must be set forth in written policies.	Purchaser accepts this condition.

Accounting of Charitable Assets	• At least thirty (30) days prior to Closing, provide to the Attorney General's Office an accounting of all charitable assets.	Purchaser does not accept this condition because it is not acquiring the Foundations.
Compliance Reports and Provision of Information	• Provide reports/information as required by AG for eleven years.	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.
Consent to Conditions	• Implicit/explicit consent to conditions and waiver of any right to seek judicial relief.	Purchaser accepts this condition with the following changes: • Implicit/explicit consent to conditions and waiver of any right to seek judicial relief as long as consistent with the Agreement.

II. St. Vincent Medical Center

St. Vincent Medical Center	**AG Conditions**	**Purchaser Approved Conditions**
Binding Power	• Conditions shall be binding on entities enumerated in AG Conditions.	Purchaser accepts this condition with the following changes: • Conform to the transaction described in the Agreement. • SGM entities who are involved in the purchase of assets pursuant to the Agreement would agree to be bound by prospective AG conditions substantively conforming to all the provisions herein.
Applicable Agreements	• Transaction consists of the following: - Transitional Consulting Services Agreement dated July 17, 2015; - Health System Management Agreement with Integrity Healthcare, LLC; - Debt Facility Commitment Letter dated July 17, 2015, signed by all the funds listed in footnote 2 and BlueMeridian Capital, LLC; - Operating Asset Purchase Option Agreement;	Purchaser accepts this condition with the following changes: • Transaction consists of the Agreement and any and all other agreements contemplated and delivered pursuant to the Agreement including, as may be applicable, financing, management services and similar agreements.

	- Operating Asset Purchase Agreement; - Real Estate Purchase Option Agreement; - Real Estate Purchase Agreement; - Information Technology Lease Agreement; and - Deposit Escrow Agreement dated July 17, 2015.	
Notice of Sale or Transfer	*For fifteen (15) years:* •Provide written notice to AG sixty (60) days prior to entering into any sale or transfer agreement.	Purchaser accepts this condition if updated to reflect current transaction and parties.
Essential Medical Services	*For five (5) years:* • Remain licensed general acute care hospital. • Provide the following: - 24-hour emergency medical services, including a minimum of: - 8 emergency beds/stations and 6 Fast Track treatment stations, and the requirements set by the County of Los Angeles Emergency Medical Services for 911 Receiving Hospitals; - Acute rehabilitation services, including a minimum of 19 licensed acute rehabilitation beds; - Intensive care/critical care services, including a minimum of 30 licensed intensive care beds; - Cardiac services, including cardiac surgery and a minimum of 4 cardiac catheterization labs; -Cancer services, including radiation therapy; - Gastroenterology services; - Imaging and laboratory services; - Nephrology services, including end stage renal disease program, acute inpatient dialysis unit, and	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. • Purchaser will not agree to maintain, provide and expand cancer care, including radiation therapy or to not suspend or surrender beds directly supporting such services.

	hemodialysis treatments; - Neurology and neurotology services, including neurosurgery; - Orthopedics, joint replacement, and spine care services; - Transplant services, including kidney and multi-organ transplant procedures for kidney/pancreas double transplants; and - Outpatient dialysis services **within 5 miles of St. Vincent Medical Center** by either (1) operating St. Vincent Dialysis Center, or (2) transferring St. Vincent Dialysis Center to a separate entity and requiring that entity to operate it for 5 years from the closing date of the System Restructuring and Support Agreement and to participate in the Medi-Cal and Medicare programs as required in Condition VII, or (3) ensuring that a third party is operating an outpatient dialysis center(s) at current levels for 5 years from the closing date of the System Restructuring and Support Agreement	

	and that such center(s) participate in the Medi-Cal and Medicare programs as required in Condition VII. • St. Vincent Medical Center shall not place all or any portion of its above-listed licensed-bed capacity or services in voluntary suspension or surrender its license for any of these beds or services.	
OB & Reproductive Services	*Within five (5) years:* • If St. Vincent Medical Center provides obstetrical services within five years from the closing date of the System Restructuring and Support Agreement, St. Vincent Medical Center shall also provide reproductive health services including such services prohibited by the "Ethical and Religious Directives for Catholic Health Care Services" as determined by the United States Conference of Catholic Bishops.	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. .
1206(d) clinics	*For five (5) years:* • (1) Operate the 1206(d) clinics (listed below) at same levels; OR (2) sell the 1206(d) clinics (listed below) with the same number of physician and mid-level provider FTEs and require purchaser to maintain such services for five (5) years from the Closing; OR (3) ensure that a third party is operating the 1206(d) clinics (listed below) at the same levels for five (5) years and to participate in Medi-Cal and Medicare as stated in Condition VII. • For any of these options, each clinic can be moved to a different	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. .

	location within a two-mile radius of each clinic's current location, and SVMC can utilize an alternative structure (e.g., Federally Qualified Health Center, physician office practice) in providing such services. • **1206(d) clinics** - Joint Replacement Institute, located at 2200 West 3rd Street in Los Angeles; - Multi-Organ Transplant Center, located at 2200 West 3rd Street in Los Angeles; - Spine Institute, located at 2200 West 3rd Street in Los Angeles; - Cancer Treatment Center, located at 201 S. Alvarado Street in Los Angeles; and - Cardiac Care Institute, located at 201 S. Alvarado Street in Los Angeles.	
Charity Care	*For six (6) fiscal years:* • Provide an annual amount of Charity Care equal to or greater than $407,513. • For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not, decreased) by an amount equal to the Annual Percent increase. • Deficiency payments if Minimum Charity Care Amount not met.	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. • Provide an annual amount of Charity Care equal to or greater than Four Hundred Thirty Thousand Dollars and Three Hundred Eighty-Four Dollars ($430,384). • Purchaser will not make any deficiency payments related to Charity Care spending into pensions.
Community Benefit Services	*For six (6) fiscal years:* • Provide an annual amount of Community Benefit Services at St. Vincent Medical Center equal to or greater than $1,076,459 exclusive of any funds from grants. For six fiscal years, the following community benefit programs and services shall continue to be offered:	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. • Provide an annual amount of Community Benefit Services at St. Vincent Medical Center equal to or

	- Health Benefits Resource Center or similar services; and - Asian Pacific Liver Center. • Further planning of and changes to, the community benefit services provided at St. Vincent Medical Center shall be decided upon by the St. Vincent Medical Center's Board of Directors after consultation with the Local Governing Board of Directors as set forth in Condition XI. • For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change. • Deficiency payments if Minimum Community Benefit Services Amount not met	greater than of One Million Seventy-Six Thousand and Four Hundred Fifty-Nine Dollars ($1,076,459) exclusive of any funds from grants.
Medicare and Medi-Cal and Managed Care	*For five (5) years:* • Be certified to participate in the Medi-Cal program; • Maintain and have Medi-Cal Managed Care contracts with the below listed Medi-Cal Managed Care Plans to provide the same types and levels of emergency and non-emergency services at St. Vincent Medical Center to Medi-Cal beneficiaries (both Traditional Medi-Cal and Medi-Cal Managed Care), on the same terms and conditions as other similarly-situated hospitals offering substantially the same services, without any loss; interruption of service or diminution in quality, or gap in contracted hospital coverage, unless the contract is terminated for cause: - Local Initiative Plan: LA Care Health Plan or its successor; and	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.

	- Commercial Plan: Health Net Community Solutions, Inc. or its successor. • If St. Vincent Medical Center questions whether it is being reimbursed on the same terms and conditions as other similarly situated hospitals offering substantially the same services, it shall notify the AG's Office with at least 120 days' notice prior to taking any action that would effectuate any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage or prior to giving any required notice of taking such action. •Be certified to participate in the Medicare program by maintaining a Medicare Provider Number to provide the same types and levels of emergency and non-emergency services at St. Vincent Medical Center to Medicare beneficiaries (both Traditional Medicare and Medicare Managed Care).	
County Contracts	*For at least five (5) years:* • Maintain contracts and any amendments and exhibits thereto with the County of Los Angeles for services, including the following: - Hospital Preparedness Program Agreement; - Radiation Therapy Services Agreement; and - Physician Post Graduate Training Agreement. • Provide to the Los Angeles County Department of Health Services and Los Angeles County of Department of Mental Health information and documents related to staffing assessments, clinical guidelines, services provided, and technology needs for St. Vincent	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. • Conform to current transaction.

	Medical Center. The goal is to ensure that St. Vincent Medical Center's decisions or changes in these areas will not be motivated by a desire to move away from serving the Medi-Cal population. Such information and documents will also be provided to the Local Governing Board.	
Local Governing Board of Directors	*For five (5) years:* •Have a Local Governing Board of Directors and consult with Board prior to changes.	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.
Capital Commitment	• Reserve or expend the $180 million capital commitment.	Purchaser accepts this condition with the following changes: • Capital commitment will be adjusted as follows: -Prorated to adjust commitment to reflect percentage of assets St. Francis Medical Center represents against the total value of all assets in the Verity Health System; - The capital commitment will be reduced by the amount Seller has already expended for capital from the Closing of the Blue Mountain transaction through Closing under the Agreement. - All to be paid or reserved over a five (5) year period after Closing of the Agreement. The total capital requirements for St. Francis Medical Center, Seton Medical Center / Coastside, and St. Vincent Medical Center will not exceed Seventy-Five Million Dollars ($75,000,000).
Pension Obligations	• Comply with pension obligations.	Purchaser does not accept this condition.
Staff Privileges	• Maintain privileges for current medical staff in good standing at	• Purchaser accepts this condition consistent with Agreement.

	Closing. • Maintain medical staff officers, committee chairs, and independence of medical staff, and such persons shall remain in good standing for the remainder of their tenure.	• Agreed to the extent reasonably within SGM's control.
Seismic Compliance	• Commit necessary investments to maintain OSHPD seismic compliance requirements through 2030 • Purchaser shall commit the necessary capital investment required to refurbish St. Vincent Medical Center's elevators in order to meet the City of Los Angeles' Elevator Code.	• Purchase accepts this condition subject to completion of project to refurbish 6 elevators prior to closing.
Update Bylaws and Conflict of Interest Policy	• Within sixty (60) days, update Bylaws as specified and adopt same Conflict of Interest Policy as DCHS. • Within ninety (90) days of Closing, provide copies of amended and restated governing documents.	Purchaser does not accept this condition because it is not applicable to a for-profit health system or consistent with this transaction .
Reproductive Health Services and LGBT Discrimination	• There shall be no restriction or limitation on providing or making reproductive health services and no discrimination against LGBT individuals. Both of these must be set forth in written policies.	Purchaser accepts this condition.
Accounting of Charitable Assets	• At least thirty (30) days prior to Closing, provide to the AG's Office an accounting of all charitable assets.	Purchaser does not accept this condition because it is not relevant to the current transaction.
Compliance Reports and Provision of Information	• Provide reports/information as required by AG for eleven years.	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.
Consent to Conditions	• Implicit/explicit consent to conditions and waiver of any right to seek judicial relief.	Purchaser accepts this condition with the following changes: • Implicit/explicit consent to conditions and waiver of any right

		to seek judicial relief as long as consistent with the Agreement.

III. Seton Medical Center

Seton Medical Center	AG Conditions	Purchaser Approved Conditions
Binding Power	• Conditions shall be binding on entities enumerated in AG Conditions.	Purchaser accepts this condition with the following changes: • Conform to the transaction described in the Agreement. • SGM entities who are involved in the purchase of assets pursuant to the Agreement would agree to be bound by the prospective AG conditions substantively conforming to all the provisions herein.

Applicable Agreements	• Transaction consists of the following: - Transitional Consulting Services Agreement dated July 17, 2015; - Health System Management Agreement with Integrity Healthcare, LLC; - Debt Facility Commitment Letter dated July 17, 2015, signed by all the funds listed in footnote 2 and BlueMeridian Capital, LLC; - Operating Asset Purchase Option Agreement; - Operating Asset Purchase Agreement; - Real Estate Purchase Option Agreement; - Real Estate Purchase Agreement; - Information Technology Lease Agreement; and - Deposit Escrow Agreement dated July 17, 2015.	Purchaser accepts this condition with the following changes: • Transaction consists of the Agreement and any and all other agreements contemplated and delivered pursuant to the Agreement including, as may be applicable, financing, management services and similar agreements.
Notice of Sale or Transfer	*For fifteen (15) years:* • Provide written notice to AG sixty (60) days prior to entering into any sale or transfer agreement.	Purchaser accepts this condition if updated to reflect current transaction and parties.
Trauma Services	*For ten (10) years* • Seton Medical Center shall remain licensed general acute care hospital and maintain current services at current levels: - 24-hour emergency medical services, including a minimum of 18 emergency treatment stations; - Cardiac services, including the 2 cardiac catheterization labs, including the designation as a STEMI	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.

	Receiving Center; - Intensive care and coronary care services, including a minimum of 20 intensive care and coronary care beds; - Advanced certification as a Primary Stroke Center; - Women's health services, Seton Breast Health Center, and women's imaging and mammography services; and - Sub-acute services, including a minimum of 44 sub-acute beds and Medi-Cal Certification and Joint Commission Accreditation as a sub-acute unit. • Seton Medical Center shall not place all or any portion of its above-listed licensed-bed capacity or services in voluntary suspension or surrender its license for any of these beds or services.	
OB & Reproductive Services	*Within ten (10) years:* If Seton Medical Center provides obstetrical services within ten years from the closing date of the System Restructuring and Support Agreement, Seton Medical Center shall also provide reproductive health services including such services prohibited by the "Ethical and Religious Directives for Catholic Health Care Services" as determined by the United States Conference of Catholic Bishops.	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.
Essential Medical Services	*For at least five (5) years:* • Seton Medical Center shall maintain the following at current levels: - Gastroenterology services, including enteroscopy, endoscopy, and colonoscopy services;	Seton Medical Center: Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.

	- Cancer services, including inpatient oncology unit, interventional radiology, radiation therapy, and infusion services; - Orthopedics and rehabilitation services, including joint replacement and spine care services; - Diabetes services, including Northern California Diabetes Institute; - Wound care services, including Seton Center for Advanced Wound Care; and - Nephrology services, including inpatient and outpatient dialysis services. • Seton Medical Center shall not place all or any portion of its above-listed licensed-bed capacity or services in voluntary suspension or surrender its license for any of these beds or services. *For at least ten (10) years:* •**Seton Coastside** shall maintain and provide the following services at current licensure, types, and/or levels of services at Seton Coastside: - 24-hour "standby" emergency services, with a minimum of 7 treatment stations; and - Skilled nursing services, including a minimum of 116 licensed skilled nursing beds.	• Purchaser will not agree to maintain, provide and expand cancer care at either campus, including inpatient oncology unit, interventional radiology, radiation therapy, and infusion services or to not suspend or surrender any beds directly supporting such services. Seton Coastside: Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.
Charity Care	*For six (6) fiscal years:* • Seton Medical Center and Seton Coastside shall provide an annual amount of Charity Care at Seton Medical Center and Seton Coastside equal to or greater than $1,721,301. • For the second fiscal year and each subsequent fiscal year, the	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. • Seton Medical Center and Seton Coastside together shall provide an annual amount of Charity Care at

	Minimum Charity Care Amount shall be increased (but not, decreased) by an amount equal to the Annual Percent increase. • Deficiency payments if Minimum Charity Care Amount not met.	Seton Medical Center and Seton Coastside total that is equal to or greater than Nine Hundred Thirty-Five Thousand and Four Hundred Five Dollars ($935,405). • Purchaser will not make any deficiency payments related to Charity Care spending into pensions.
Community Benefit Services	*For six (6) fiscal years:* • Seton Medical Center and Seton Coastside shall provide an annual amount of Community Benefit Services equal to or greater than $794,324 exclusive of any funds from grants. For six fiscal years, the following community benefit programs and services shall continue to be offered: - Health Benefits Resource Center; and - RotaCare Clinic. • For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change. • Deficiency payments if Minimum Community Benefit Services Amount not met.	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this provision, for this facility, in the Prior Conditions. • Seton Medical Center and Seton Coastside together shall provide an annual total amount of Community Benefit Services equal to or greater than Eight Hundred Forty-Eight Thousand and Four Hundred Thirty-Four Dollars ($848,434) exclusive of any funds from grants.
Medicare and Medi-Cal and Managed Care	*For ten (10) years:* • Both Seton Medical Center and Seton Coastside shall: • Be certified to participate in the Medi-Cal program; • Maintain and have Medi-Cal Managed Care contracts with San Mateo Health Commission dba Health Plan of San Mateo or its successor to provide the same types and levels of emergency and non-emergency services at Seton	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.

	Medical Center and Seton Coastside to Medi-Cal beneficiaries (both Traditional Medi-Cal and Medi-Cal Managed Care), on the same terms and conditions as other similarly situated hospitals offering substantially the same services, without any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage, unless the contract is terminated for cause • If SMC or Seton Coastside questions whether it is being reimbursed on the same terms and conditions as other similarly situated hospitals offering substantially the same services, it shall notify the AG's Office with at least 120 days' notice prior to taking any action that would effectuate any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage or prior to giving any required notice of taking such action. • Be certified to participate in the Medicare program by maintaining a Medicare Provider Number to provide the same types and levels of emergency and non-emergency services at SMC and Seton Coastside to Medicare beneficiaries (both Traditional Medicare and Medicare Managed Care).	
San Mateo County Contracts / "Safety Net" Hospital Status	*For at least five (5) years:* • Maintain San Mateo County contracts, including: - Data Usage Agreements between San Mateo County and Seton Medical Center; - Patient Transfer Agreement between San Mateo County Medical Center and Seton Medical Center;	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.

	- Agreement dated July 2013 (effective October 1, 2013) whereby the County of San Mateo agrees to provide financial support for Seton Medical Center in exchange for Seton Medical Center's agreement to maintain its role as a safety net provider in San Mateo County, unless otherwise terminated earlier by the County of San Mateo; - San Mateo ACE Program Hospital Agreement; and - Agreements with Local Hospitals and Healthcare Facilities Participating in the National Bioterrorism Hospital Preparedness Program Grant.	
Current Agreements (Medical Foundation)	• Verity Medical Foundation will continue to fulfill the terms of the following agreements and amendments thereto: - Medi-Cal Medical Services Agreement Between San Mateo Health Commission and Referral Provider dated May 2014; - Care Advantage Medical Services Agreement Between San Mateo Health Commission and Primary Care Physician dated July 2014; - Medi-Cal Medical Services Agreement Between San Mateo Health Commission and Primary Care Physician dated July 2014; - Healthworx Medical Services Agreement Between San Mateo Community Health Authority and Primary Care Physician dated July 2014; - Healthworx Medical Services Agreement between San Mateo Community Health Authority and Referral Provider dated June 2014; and - Care Advantage Medical Services Agreement Between San	Purchaser does not accept this condition because it is not relevant to the current transaction.

	Mateo Health Commission and Referral Provider dated August 2014.	
Local Governing Board of Directors	*For ten (10) years:* •Seton Medical Center and Seton Coastside shall have a Local Governing Board of Directors and consult with Board prior to changes.	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.
Capital Commitment	• Reserve or expend the $180 million capital commitment.	Purchaser accepts this condition with the following changes: • Capital commitment will be adjusted as follows: -Prorated to adjust commitment to reflect percentage of assets St. Francis Medical Center represents against the total value of all assets in the Verity Health System; - The capital commitment will be reduced by the amount Seller has already expended for capital from the Closing of the Blue Mountain transaction through Closing under the Agreement. - All to be paid or reserved over a five (5) year period after Closing of the Agreement. - The total capital requirements for St. Francis Medical Center, Seton Medical Center / Coastside, and St. Vincent Medical Center will not exceed Seventy-Five Million Dollars ($75,000,000).
Pension Obligations	• Comply with pension obligations.	Purchaser does not accept this condition.
Staff Privileges	• Seton Medical Center and Seton Coastside shall maintain privileges for current medical staff in good standing at Closing. • Maintain medical staff officers, committee chairs, and independence of medical staff, and	• Purchaser accepts this condition consistent with Agreement. • Agreed to the extent reasonably within SGM's control.

	such persons shall remain in good standing for the remainder of their tenure.	
Seismic Compliance	• Commit necessary investments to maintain OSHPD seismic compliance requirements of hospital through 2030, including: • Construction of, completion of, and obtaining a Certificate of Occupancy by July 1, 2019 for a new Patient Tower at Seton Medical Center, with at least 104 beds for general acute care, perinatal care, and intensive care services, with at least 12 critical care beds and 8 perinatal beds; OR • retrofitting of and obtaining a Construction Final by July 1, 2019 for Seton Medical Center's current Patient Tower. (For building new Patient Tower, buyer shall submit Construction Documents to OSHPD by deadline provided for, and shall obtain a Certificate of Occupancy from OSHPD by deadline. For retrofitting Seton Medical Center's current Patient Tower, buyer shall submit Construction Documents to OSHPD deadline, shall obtain a building permit for retrofitting Seton Medical Center's current Patient Tower from OSHPD and shall obtain a Construction Final from OSHPD by specified deadlines.	• Purchaser does not agree to current AG conditions but will agree to: -Promptly assess feasibility of retrofitting the Patient Tower; -Operate current Patient Tower for up to five (5) years following Closing; -Retrofit the Patient Tower or build a new hospital facility. • The preceding commitment and other operational conditions for SMC assume and are conditioned on SMC obtaining necessary waivers or other authority from OSHPD and the State to permit continued operation of SMC through such five (5) year period, pending replacement or retrofit of the current Patient Tower, and receipt by Purchaser of all PACE financing funds at currently accrued levels (i.e. approximately $40 million).
Update Bylaws and Conflict of Interest Policy	•Within sixty (60) days, update Bylaws as specified and adopt same Conflict of Interest Policy as DCHS. •Within ninety (90) days of closing, provide copies of amended and restated governing documents.	Purchaser does not accept this condition because it is not applicable to a for-profit health system or consistent with this transaction.
Reproductive Health Services	• There shall be no restriction or limitation on providing or making	Purchaser accepts this condition.

	reproductive health services.	
Accounting of Charitable Assets	• At least thirty (30) days prior to Closing, provide to the AG's Office an accounting of all charitable assets. [Have we verified whether this is still relevant?]	Purchaser does not accept this condition because it is not relevant to the current transaction.
Compliance Reports and Provision of Information	*For eleven (11) fiscal years:* • Provide reports/information as required by AG.	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.
Consent to Conditions	• Implicit/explicit consent to conditions and waiver of any right to seek judicial relief.	Purchaser accepts this condition with the following changes: •Implicit/explicit consent to conditions and waiver of any right to seek judicial relief as long as consistent with the Agreement.

Schedule 11.3(b) - Allocation Schedule

The Parties agree that within sixty (60) days subsequent to the Closing Date (the "**Allocation Date**"), the Purchase Price shall be allocated to the Assets using the residual method and based upon the agreed fair market value of the various Classes of the Assets set forth below, as reasonably determined by the Purchaser (subject to the next sentence) consistent with Section 1060 of the Internal Revenue Code. At such time, the Parties shall mutually agree upon the tax allocation associated with the Assets of Verity Holdings.

Class of Assets
Class I Assets (cash and general deposit accounts)
Class II Assets (Publicly traded stock; U.S. Government Securities)
Class III Assets (Accounts Receivable)
Class IV Assets (Inventory)
Class V Assets (Property, Plant and Equipment)
Class VI Assets (Intangibles other than Goodwill)
Class VII Assets (Goodwill)

Title 11, California Code of Regulations, § 999.5(d)(1)(B)

Exhibit 2

United States Bankruptcy Court
Central District of California
Los Angeles
Judge Ernest Robles, Presiding
Courtroom 1568 Calendar

Wednesday, April 17, 2019 **Hearing Room 1568**

10:00 AM
2:18-20151 Verity Health System of California, Inc. **Chapter 11**

#3.00 Hearing re [1279] *Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances* [Docket No. 1279]

Docket 0

Matter Notes:

4/17/2019

The tentative ruling will be the order.
Party to lodge order: Movant

POST PDF OF TENTATIVE RULING TO CIAO

Tentative Ruling:

4/16/2019

For the reasons set forth below, the Sale Motion is GRANTED.

Pleadings Filed and Reviewed:

1) Debtors' Memorandum in Support of Entry of an Order: (A) Authorizing the Sale of Property Free and Clear of all Claims, Liens and Encumbrances; (B) Authorizing the Assumption and Assignment of Designated Executory Contracts and Unexpired Leases; and (C) Granting Related Relief [Doc. No. 2115] (the "Sale Motion")
2) Opposition papers:
   a) Limited Opposition of Belfor USA Group, Inc., to Debtors' [Sale Motion] [Doc. No. 2130]
   b) Objection of United Healthcare Insurance Company to Debtors' Motion for Order Approving Form of Asset Purchase Agreement for Stalking Horse Bidder [Doc. No. 2145]
   c) SEIU-UHW's Objection and Reservation of rights to Debtors' Sale Motion

United States Bankruptcy Court
Central District of California
Los Angeles
Judge Ernest Robles, Presiding
Courtroom 1568 Calendar

Wednesday, April 17, 2019 **Hearing Room 1568**

10:00 AM

CONT... Verity Health System of California, Inc. **Chapter 11**

[Doc. No. 2147]

d) Limited Objection and Reservation of Rights of United Nurses Association of California to Motion of Debtors for Approval of Remaining Hospital Assets to the Highest Bidder [Doc. No. 2155]
e) Reservation of Rights of U.S. Bank National Association, as Series 2015 Note Trustee and as Series 2017 Note Trustee, with Respect to [Sale Motion] [Doc. No. 2156]
f) Official Committee of Unsecured Creditors' Response to the Debtors' SGM Sale Motion [Doc. No. 2164]
g) Reservation of Rights of California Statewide Communities Development Authority to Motion of Debtors for Approval of Sale of Remaining Hospital Assets to the Highest Bidder [Doc. No. 2168]

3) Omnibus Reply in Support of [Sale Motion] [Doc. No. 2211]
4) List of Counterparties to Executory Contracts and/or Unexpired Leases who Filed Objections to Assumption and Assignment and/or to the Debtors' Proposed Cure Amounts:
   a) NFS Leasing [Doc. No. 1819]
   b) Swinerton Builders [Doc. No. 1830]
   c) Roche Diagnostics Corp. [Doc. No. 1849]
   d) Cigna Entities [Doc. No. 1850]
   e) C.R. Bard, Inc. [Doc. No. 1852]
   f) NTT Data Services [Doc. No. 1853]
   g) RightSourcing, Inc. [Doc. No. 1856]
   h) AppleCare Medical Group, Inc.; AppleCare Medical Group, St. Francis Inc.; Apple Care Medical Management, LLC [Doc. No. 1857]
   i) UnitedHealthcare Ins. Co. [Doc. No. 1858]
   j) GE HFS, LLC [Doc. No. 1863]
   k) Kaiser Foundation Hospitals [Doc. No. 1866]
   l) Experian Health, Inc. f/k/a Passport Health Communications, Inc. [Doc. No. 1869]
   m) LinkedIn Corp. [Doc. Nos. 1870 and 1877]
   n) Smith & Nephew, Inc. [Doc. No. 1873]
   o) Michael Pacelli [Doc. No. 1874]
   p) Conifer Health Solutions [Doc. No. 1875]
   q) Sunquest Information Systems [Doc. No. 1876]
   r) California Department of Healthcare Services [Doc. No. 1879]

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s) Medtronic USA, Inc. [Doc. No. 1881]
t) QuadraMed Affinity Corp. and Picis Clinical Solutions, Inc. [Doc. No. 1882]
u) Cerner Corp. [Doc. No. 1885]
v) Abbott Laboratories Inc. and Alere Informatics, Inc. [Doc. No. 1890]
w) Care First Health Plan [Doc. No. 1891]
x) TeleTracking Technologies, Inc. [Doc. No. 1892]
y) Parallon Revenue Cycle Services, Inc. f/k/a The Outsource Group, Inc. [Doc. Nos. 1904 and 2113]
z) Hooper Healthcare Consulting [Doc. No. 1926]
aa) Aetna Life Ins. Co. [Doc. No. 1930]
bb) Angeles IPA Medical Group [Doc. No. 1933]
cc) HealthNet, LLC [Doc. No. 1940]
dd) Long Beach Memorial Medical Center [Doc. No. 1946]
ee) SCAN Health Plan [Doc. Nos. 1948 and 2162]
ff) Transplant Connect, Inc. [Doc. No. 1953]
gg) Premier, Inc. [Doc. Nos. 1954 and 2066]
hh) DaVita, Inc. [Doc. No. 2058]
ii) Alcon Vision [Doc. No. 2108]
jj) St. Vincent IPA Medical Corp. and Angeles IPA Medical Group [Doc. No. 2146]
kk) Angeles IPA Medical Group [Doc. No. 2150]
ll) NantHealth, Inc. [Doc. No. 2157]
mm) Cardinal Health 110, LLC, Cardinal Health 200, LLC, and Cardinal Health 414, LLC [Doc. No. 2161]

5) Papers filed in connection with the Bidding Procedures Motion:
   a) Debtors' Notice of Motion and Motion for the Entry of (I) An Order (1) Approving Form of Asset Purchase Agreement for Stalking Horse Bidder and for Prospective Overbidders; (2) Approving Auction Sale Format, Bidding Procedures and Stalking Horse Bid Protections; (3) Approving Form of Notice to be Provided to Interested Parties; (4) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest Bidder; and (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; and (II) An Order (A) Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances [Doc. No. 1279] (the "Bidding Procedures Motion")
   b) Opposition Papers:

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i) Limited Objection and Reservation of Rights of the U.S. Department of Health and Human Services and Centers for Medicare and Medicaid Services to [Bidding Procedures Motion] [Doc. No. 1346]
ii) Reservation of Rights of U.S. Bank, N.A. [Doc. No. 1347]
iii) Objection of Cigna Entities to [Bidding Procedures Motion] [Doc. No. 1349]
iv) Limited Objection to [Bidding Procedures Motion] [filed by UnitedHealthcare Insurance Company] [Doc. No. 1351]
v) [California] Attorney General's Opposition to [Bidding Procedures Motion] [Doc. No. 1352]
vi) Creditor California Department of Health Care Services's Objection to [Bidding Procedures Motion] [Doc. No. 1353]
vii) SEIU-UHW's Objection and Reservation of Rights as to [Bidding Procedures Motion] [Doc. No. 1354]
viii) IUOE, Stationary Engineers Local 39's Reservation of Rights Regarding [Bidding Procedures Motion] [Doc. No. 1355]
ix) Response and Reservation of Rights to Motion to Sell Asset and for Related Relief [filed by UMB Bank, N.A.] [Doc. No. 1357]
x) Reservation of Rights of MGH Painting, Inc., Holder of a Mechanic's Lien Against St. Vincent Medical Center, in Connection with [Bidding Procedures Motion] [Doc. No. 1358]
xi) California Nurses Association Objection to [Bidding Procedures Motion] [Doc. No. 1359]
(1) Declaration of Kyrsten B. Skogstad in Support of Objection [Doc. No. 1360]
xii) Limited Objection and Reservation of Rights of San Mateo County & Health Plan of San Mateo Re Debtors' [Bidding Procedures Motion] [Doc. No. 1361]
(1) Proof of Service [Doc. No. 1383]
xiii) Limited Opposition of Belfor USA Group, Inc. to Debtors' Bidding Procedures Motion [Doc. No. 1364]
xiv) Limited Objection and Reservation of Rights of St. Vincent IPA Medical Corporation & Angeles IPA Re Debtors' [Bidding Procedures Motion] [Doc. No. 1388]
xv) UNAC's Limited Objection and Reservation of Rights Regarding [Bidding Procedures Motion] [Doc. No. 1395]

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xvi) Opposition to the Debtors' [Bidding Procedures Motion filed by Hooper Healthcare Consulting LLC] [Doc. No. 1397]

xvii) Official Committee of Unsecured Creditors' Limited Objection to [Bidding Procedures Motion] [Doc. No. 1399]

(1) Declaration of Cynthia A. Nelson in Support of Official Committee of Unsecured Creditors' Limited Objection to SGM Sale Motion [Doc. No. 1401]

(2) Request for Judicial Notice [Doc. No. 1402]

(3) Proof of Service [Doc. No. 1410]

(4) Joint Supplement to Objection and Response to Debtors' Sale Motion [Doc. No. 1460]

c) Reply Papers:

i) Debtors' Omnibus Reply to Objections to Debtors' Bid Procedures Motion by (I) U.S. Department of Health and Human Services and Centers for Medicare and Medicaid Services, and (II) California Department of Health Care Services [Doc. No. 1438]

ii) [Debtors'] Reply to California Attorney General's Opposition [to Bidding Procedures Motion] [Doc. No. 1442]

iii) Reply of Strategic Global Management, Inc. to Objections to [Bidding Procedures Motion] [Doc. No. 1444]

iv) [Debtors'] Omnibus Reply [Doc. No. 1448]

v) [Debtors'] Omnibus Reply to Union Objections [Doc. No. 1449]

(1) Objection to Declaration of Kyrsten B. Skogstad [Doc. No. 1450]

(a) Notice of Errata to Objection to Declaration of Kyrsten B. Skogstad [Doc. No. 1453]

I. Facts and Summary of Pleadings

On August 31, 2018 (the "Petition Date"), Verity Health Systems of California ("VHS") and certain of its subsidiaries (collectively, the "Debtors") filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code. On August 31, 2018, the Court entered an order granting the Debtors' motion for joint administration of the Debtors' Chapter 11 cases. Doc. No. 17.

On February 19, 2019, the Court entered an *Order (1) Approving Form of Asset Purchase Agreement for Stalking Horse Bidder and for Prospective Overbidders, (2) Approving Auction Sale Format, Bidding Procedures and Stalking Horse Bid Protections, (3) Approving Form of Notice to be Provided to Interested Parties, (4)*

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Scheduling a Court Hearing to Consider Approval of the Sale to the Highest Bidder and (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; and (II) An Order (A) Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances [Doc. No. 1572] (the "Bidding Procedures Order," and the motion for entry of the Bidding Procedures Order, the "Bidding Procedures Motion"). The Bidding Procedures Order approved an Asset Purchase Agreement (the "APA") between the Debtors and stalking-horse bidder Strategic Global Management ("SGM"), and established procedures governing the auction of St. Francis Medical Center ("St. Francis"), St. Vincent Medical Center ("St. Vincent"), St. Vincent Dialysis Center ("St. Vincent Dialysis"), Seton Medical Center ("Seton"), Seton Medical Center Coastside ("Seton Coastside"), and related assets (collectively, the "Hospitals"). SGM's bid is $610 million, with $420 million allocated to St. Francis, $120 million allocated to St. Vincent, and $70 million allocated to Seton and Seton Coastside combined. SGM is also responsible for paying any cure costs owed in connection with executory contracts and/or unexpired leases that it designates for assumption and assignment.

The Bidding Procedures Order established a deadline of March 28, 2019, at 4:00 p.m. **[Note 1]** for the submission of partial bids, and a deadline of April 3, 2019, at 4:00 p.m., for the submission of full bids. The Debtors received one Qualified Bid for St. Vincent and one Qualified Bid for St. Francis. **[Note 2]** The Debtors did not receive a full system Qualified Bid. **[Note 3]** After consultation with the Consultation Parties, the Debtors determined not to conduct either a Partial Bid Auction or Full Bid Auction. Accordingly, SGM was named the Successful Bidder under the Bidding Procedures Order.

The APA requires the Debtors to use commercially reasonable to facilitate the renegotiation of the collective bargaining agreements (the "CBAs") between the Debtors and their employees:

> Representatives of Sellers who are parties to collective bargaining agreements and Purchaser shall meet and confer from time to time as reasonably requested by either party to discuss strategic business options and alternative approaches in negotiating each collective bargaining agreement. The applicable Sellers and Purchaser shall each participate in all union negotiations related to any specific collective bargaining agreement. Promptly following the Signing Date, applicable Sellers shall use commercially reasonable efforts to initiate discussions with Purchaser and conduct discussions to renegotiate each

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collective bargaining agreement currently in effect with each applicable union. The applicable Sellers will not unreasonably withhold, condition or delay approval or implementation of any successfully renegotiated collective bargaining agreement. The parties recognize that an applicable Seller's failure to secure a modification to any collective bargaining agreement, or to conclude a successor collective bargaining agreement shall not be a breach of Sellers' obligation under this Agreement, provided that if the unions refuse to negotiate, or otherwise are not timely, reasonable or realistic in renegotiating, the collective bargaining agreements during the period between the Signing Date and the Closing Date, Sellers and Purchaser will jointly consider, and negotiate mutually in good faith, alternative approaches that may be available and/or necessary to reduce Sellers' labor cost structure, including, but not limited to, seeking to reject the collective bargaining agreement(s).

APA at ¶ 4.7.

A. Assumption of Certain Executory Contracts and Unexpired Leases

The Bidding Procedures Order established procedures governing the assumption and assignment of executory contracts and unexpired leases. Pursuant to those procedures, the Debtors filed and served a *Notice to Counterparties to Executory Contracts and Unexpired Leases of the Debtors that May be Assumed and Assigned* [Doc. No. 1704] (the "First Cure Notice"), a *Supplemental Notice Re Notice to Counterparties to Executory Contracts and Unexpired Leases of the Debtors that May be Assumed and Assigned* [Doc. No. 1836] (the "Second Cure Notice"), and a *Second Supplemental Notice Re Notice to Counterparties to Executory Contracts and Unexpired Leases of the Debtors that May be Assumed and Assigned* [Doc. No. 2065] (the "Third Cure Notice," and together with the First and Second Cure Notices, the "Cure Notices"). The Cure Notices identify the amounts (the "Cure Amounts"), if any, that the Debtors believe are owed to each counterparty on account of executory contracts and unexpired leases which the Debtors seek to assume and assign to SGM (the "Designated Contracts").

Various counterparties filed objections to the Cure Amounts, many of which have been resolved or are moot. After certain counterparties filed objections, SGM decided that it no longer wished to designate the agreements with such counterparties for assumption and assignment. Specifically, SGM is no longer seeking assignment of agreements with Workday, Inc. [Doc. No. 1804], LinkedIn Corporation [Doc. Nos.

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1870 and 1877], Michael Pacelli [Doc. No. 1874], Cerner Corporation [Doc. No. 1885], or Care First Health Plan [Doc. No. 1891].

With respect to objections filed by Eurofins VRL Inc. [Doc. No. 1788], Swinterton Builders [Doc. No. 1830], CR Bard, Inc. [Doc. No. 1852], RightSourcing [Doc. No. 1856], Sunquest Information System, Inc. [Doc. No. 1876], TeleTracking Technologies, Inc. [Doc. No. 1892], Hooper Healthcare Consulting LLC [Doc. No. 1926], and Transplant Connect [Doc. No. 1953], the Debtors have reached an agreement with each counterparty establishing the appropriate Cure Amount.

The Debtors have entered into stipulations, which have been approved by the Court, providing for a continuance of the hearing as to cure and adequate assurance issues with the following counterparties: NFS Leasing, Inc. [Doc. No. 1819]; Roche Diagnostics Corporation [Doc. No. 1849]; NTT Data Services Holding Corporation [Doc. No. 1853], AppleCare Medical Group, Inc., AppleCare Medical Group, St. Francis Inc., and AppleCare Medical Management LLC [Doc. Nos. 1857 and 2144]; UnitedHealthcare Insurance Company [Doc. Nos. 1858 and 2145]; GE HFS, LLC [Doc. No. 1863]; Kaiser Foundation Hospitals [Doc. No. 1866]; Experian Health, Inc. f/k/a Passport Health Communications, Inc. [Doc. No. 1869]; Smith & Nephew, Inc. [Doc. No. 1873]; Conifer Health Solutions, LLC [Doc. No. 1875]; Medtronic USA, Inc. [Doc. No. 1881]; QuadraMed Affinity Corporation and Picis Clinical Solutions, Inc. [Doc. No. 1882]; Angeles IPA Medical Group [Doc. No. 1933]; Aetna Life Insurance Company [Doc. No. 1930]; Parallon Revenue Cycle Services, Inc. f/k/a The Outsource Group, Inc. [Doc. Nos. 1904 and 2113]; St. Vincent IPA [Doc. No. 1949]; SCAN Health Plan [Doc. Nos. 1965 and 2162]; DaVita, Inc. [Doc. No. 2058]; Premier, Inc. and its subsidiaries [Doc. Nos. 1954 and 2066]; Alon Vision LLC [Doc. No. 2108]; California Department of Healthcare Services [Doc. No. 1879], Cigna Healthcare of California, Inc., Cigna Health Life Insurance Company and Life Insurance Company of North America [Doc. No. 1850]; Abbott Laboratories, Inc. and Alere Informatics, Inc. [Doc. No. 1890]; HealthNet [Doc. No. 1940]; and NantHealth, Inc. [Doc. No. 2157]. The continued hearing is set for **June 5, 2019, at 10:00 a.m.**

The Debtors have attempted to reach a stipulation providing for a continuance of the hearing on objections asserted by Cardinal Health 110, LLC, Cardinal Health 200, LLC, and Cardinal Health 414, LLC (collectively, "Cardinal Health"); however, Cardinal Health has not yet responded.

B. SEIU-UHW's Objection and the Debtors' Response

The Service Employees International Union, United Healthcare Workers-West

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("SEIU-UHW") represents approximately 1,292 of the Debtors' employees at St. Francis and St. Vincent. Employees of the Debtors represented by SEIU-UHW are covered by CBAs containing successor clauses that purport to obligate any purchaser of the Hospitals to assume the CBAs in their entirety.

SEIU-UHW argues that the sale cannot be approved until the Debtors have first complied with the requirements of § 1113. SEIU-UHW relies upon *American Flint Glass Workers Union v. Anchor Resolution Corp*, 197 F.3d 76, 81-82 (3d Cir. 1999), in which the Third Circuit held that a debtor could not alter its obligations under a CBA through a partial assumption and assignment to a purchaser because that would be an "attempt to effect an alteration of the CBA" and therefore the debtor "was required to comply with the procedures set out in Code § 1113." *Am. Flint Glass Workers*, 197 F.3d at 81–82.

The Debtors contend that SEIU-UHW's objection lacks merit. First, the Debtors argue that SGM has committed to negotiate with all unions to attempt to modify the CBAs, making it possible that a consensual resolution regarding the CBAs may be achieved. Second, the Debtors assert that the sale may be approved in advance of § 1113 relief. In support of this position, Debtors rely upon *Local 211 v. Family Snacks, Inc., Official Unsecured Creditors' Comm. (In re Family Snacks, Inc.)*, 257 B.R. 884, 897 (B.A.P. 8th Cir. 2001):

> When a debtor is selling on a going concern basis, the union urges, *Ionosphere* should not apply because the only meaningful time the court can make a decision on rejection is prior to the sale. We see no basis for such a distinction, unless it is to give the union veto power over a going concern sale which, as we know from experience, is often the best way to reap the greatest benefit for all creditors. Section 1113 was never intended to give unions such power. Its sole purpose is to keep a debtor from unilaterally rejecting a CBA and to plainly articulate the rules for going about rejection. If, as *Ionosphere* concluded, a debtor who is liquidating piecemeal should not be forced into Chapter 7 in order to preserve its assets for equitable distribution to all creditors, the same is true for a debtor who is selling its assets on a going concern basis.

Family Snacks, 257 B.R. at 897.

C. Objections by St. Vincent IPA and Angeles IPA and the Debtors' Response

St. Vincent IPA Medical Corporation and Angeles IPA (collectively, "St. Vincent IPA") are parties to *Healthcare Services Risk Sharing Agreements* (the "Risk Sharing

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Agreements") with certain of the Debtors. St. Vincent IPA argues that the Debtors should be required to withhold or earmark approximately $12 million from the sale proceeds to ensure that sufficient funds are available to pay the full Cure Amount that may ultimately be owed to St. Vincent IPA. St. Vincent IPA asserts that the Debtors have not clearly specified the Cure Amount that will be withheld.

The Debtors assert that St. Vincent IPA's concerns are not warranted for the following reasons:

1) Under the *Final Order (I) Authorizing Postpetition Financing, (II) Authorizing Use of Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, and (VI) Granting Related Relief* [Doc. No. 409] (the "Final DIP Order"), all sale proceeds must be deposited in an Escrow Deposit Account. Deposit of the sale proceeds into the Escrow Deposit Account prevents the Debtors from spending or commingling the sale proceeds. Thus, the earmarking requested by St. Vincent IPA is not necessary.
2) Under the APA, SGM is required to pay the Cure Amount. St. Vincent IPA has not suggested that SGM is unwilling or unable to do so.

In an attempt to address St. Vincent's concerns, the Debtors have modified § 15 of the proposed Sale Order as follows:

> To the extent an Assumption Dispute relates solely to the Cure Amount, the Debtors may assume and/or assume and assign the applicable executory contract or unexpired lease prior to the resolution of the Assumption Dispute by the Bankruptcy Court, provided, that either (a) the Bankruptcy Court has estimated the maximum cure payment, pursuant to 11 U.S.C. § 502(c), and Buyer has remitted such amount to the Debtors to be held as sales proceeds in the Sale Proceeds Account for the relevant Debtor(s), or (b) the Buyer provides to the relevant Debtor(s) a separate reasonably acceptable undertaking to pay the disputed cure amount (or such smaller
> amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such non-Debtor party and the applicable Buyer). The Debtors shall be and hereby are authorized to pay disputed cure amounts from the relevant Sales Proceeds Account(s) upon entry of a final order by this

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Court to the extent the Buyer remitted to Sellers the amount required by item (a) of this paragraph of the Order.

II. Findings and Conclusions

A. Issues that Have Been Resolved or Will be Adjudicated at a Later Date

To provide a clear record, issues that have either been resolved or preserved for adjudication at a later date are set forth herein.

1. Adjudication of Objections to the Assumption and Assignment of Executory Contracts and Unexpired Leases

As set forth above, a continued hearing as to cure and adequate assurance issues raised by various counterparties to executory contracts and unexpired leases designated for assumption and assignment shall take place on **June 5, 2019, at 10:00 a.m.** Although Cardinal Health has not yet stipulated to a continuance of the hearing on its objections, the Court finds it appropriate to continue the hearing on Cardinal Health's objection to that same date. The Debtors' deadline to reply to Cardinal Health's objection is **May 29, 2019, at 4:00 p.m.**

2. Reservations of Rights Asserted by Various Parties

The United Nurses Association of California/Union of Health Care Professionals ("UNAC") reserves its rights with respect to any § 1113 motion that may be filed in the future. The Court confirms that all issues arising under § 1113 are preserved for adjudication at a later time.

The Official Committee of Unsecured Creditors (the "Committee") reserves the right to challenge security interests asserted by the Prepetition Secured Creditors (as defined in the Final DIP Order). The Committee's ability to challenge the validity of the security interests asserted by the Prepetition Secured Creditors is preserved.

Various parties reserve their rights to object to the language of the final order approving the Sale Motion. The Debtors are directed to work with interested parties to satisfy concerns regarding the form of the Sale Order.

3. Mechanics' Liens Asserted by MGH Painting, Inc. and Belfor USA Group, Inc.

MGH Painting, Inc. ("MGH Painting") and Belfor USA Group, Inc. ("Belfor") assert mechanic's liens against St. Vincent and object to any sale free and clear of those liens. The Debtors have reviewed the mechanic's liens and have confirmed that the mechanic's liens will attach to the sale proceeds of St. Vincent.

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4. Issues Raised by the California Statewide Communities Development Authority

The California Statewide Communities Development Authority (the "CSCDA") filed a reservation of rights with respect to certain obligations arising under financing extended by the CSCDA to Seton. The Debtors state that they have resolved CSCDA's concerns and that the parties have agreed to a form of *Assignment and Assumption Agreement* to be executed by SGM and Seton with respect to the obligations.

5. Issues Raised by the California Attorney General

The California Attorney General (the "Attorney General") filed an objection seeking clarification that the sale transaction is subject to his review and approval pursuant to Cal. Corp. Code § 5914. The Debtors and the Attorney General have agreed to include the following language preserving the Attorney General's rights in the Sale Order:

> The California Attorney General, the Debtors, the Consultation Parties (as defined in the Bid Procedures Order) and the Purchaser, reserve all rights, arguments and defenses concerning the California Attorney General's authority, if any, to review the Sale under California Corporations Code sections 5914¬5924 and California Code of Regulations - Title 11, Chapter 15, section 999.5, and any conditions issued thereto. Nothing in this stipulation or sale order shall be construed as a waiver of the Attorney General's statutory and regulatory authority or other rights.

The Court notes that although the Debtors will submit to the Attorney General applications for transfer of the Hospitals pursuant to Cal. Corp. Code §§ 5914 *et seq.*, the Debtors reserve the right to challenge any conditions imposed by the Attorney General upon completion of the review, including the renewal of the conditions previously imposed in connection with the 2015 transaction involving the Debtors' predecessor. The Court finds that the Debtors' election to participate in the regulatory process established by Cal. Corp. Code §§ 5914 *et seq.* does not waive their ability to later assert that the Hospitals may be sold free and clear of conditions imposed by the Attorney General under § 363(f) of the Bankruptcy Code.

6. Issues Pertaining to the Transfer of the Debtors' Medi-Cal and Medicaid Provider

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Agreements

The Court has approved stipulations setting a continued hearing on issues pertaining to the transfer of the Debtors' Medi-Cal and Medicare Provider Agreements for **June 5, 2019, at 10:00 a.m.**

7. Issues Raised by United Healthcare Pertaining to the Sale of the Debtors' Accounts Receivable Free and Clear of United Healthcare's Recoupment Rights

United Healthcare Insurance Company ("United Healthcare") asserts that it has not been provided adequate assurance of SGM's future performance under certain Capitation Agreements that SGM has designated for assignment. United Healthcare further objects to any sale of the Debtors' accounts receivable free and clear of United Healthcare's recoupment rights. The Court has approved a stipulation continuing the hearing on all objections raised by United Healthcare to **June 5, 2019, at 10:00 a.m.**

B. St. Vincent IPA's Objection Regarding Withholding of the Sale Proceeds Has Been Sufficiently Addressed by Additional Language to be Included in the Sale Order

The Court finds that concerns raised by St. Vincent regarding its ability to recover the Cure Amount that it may ultimately be owed have been adequately addressed by the additional language that the Debtors propose to add to the Sale Order. The additional language provides that an agreement to which St. Vincent is a party may be assumed and assigned if the Court has estimated the maximum cure payment under § 502(c) and SGM has either remitted such amount to the Debtors or has provided an undertaking to pay such amount. In the Court's view, the proposed procedures provide a reasonable means of estimating St. Vincent's Cure Amount prior to final adjudication thereof. Further, the Court finds that the proposed procedures are reasonably calculated to ensure that St. Vincent ultimately will be paid whatever Cure Amount it is entitled to receive.

C. SEIU-UHW's Objection is Overruled

SEIU-UHW contends that the Debtors are required to obtain rejection of the CBAs under § 1113 prior to moving for approval of the sale. The Court has previously followed the approach set forth in *Local 211 v. Family Snacks, Inc., Official Unsecured Creditors' Comm. (In re Family Snacks, Inc.)*, 257 B.R. 884, 897 (B.A.P. 8th Cir. 2001), in which the court held that "there is nothing in the language of §1113 that dictates when an application to reject must be made." *Family Snacks*, 257 B.R. at

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895. The *Family Snacks* court reasoned that requiring the §1113 process to be completed prior to an asset sale would give unions undue power over the sale process to the detriment of other creditors:

> When a debtor is selling on a going concern basis, the union urges, *Ionosphere* should not apply because the only meaningful time the court can make a decision on rejection is prior to the sale. We see no basis for such a distinction, unless it is to give the union veto power over a going concern sale which, as we know from experience, is often the best way to reap the greatest benefit for all creditors. Section 1113 was never intended to give unions such power. Its sole purpose is to keep a debtor from unilaterally rejecting a CBA and to plainly articulate the rules for going about rejection. If, as *Ionosphere* concluded, a debtor who is liquidating piecemeal should not be forced into Chapter 7 in order to preserve its assets for equitable distribution to all creditors, the same is true for a debtor who is selling its assets on a going concern basis.

Family Snacks, 257 B.R. at 897.

SEIU-UHW argues that *Family Snacks* is distinguishable because the CBAs at issue therein did not contain a successor clause prohibiting sale absent assumption of the CBA. The Court finds that the presence of successor clauses in the CBAs to which SEIU-UHW is a party does not require the Debtors to obtain § 1113 relief prior to entry of the Sale Order. The sale will not close until after the Attorney General has conducted a review pursuant to Cal. Corp. Code §§ 5914–5924. Pursuant to Cal. Corp. Code § 5915, the Attorney General has 90 days, plus an additional 45 days if certain conditions are satisfied, to conduct the review. During this interim period, the APA provides that SGM will attempt to renegotiate the CBAs. In the event that such negotiations fail, the Debtors have the option of seeking relief under § 1113. That is, the sale cannot close until the CBAs have either been renegotiated or modified under § 1113. Consequently, entry of the Sale Order now does not circumvent the protections afforded by § 1113.

D. The Debtors are Authorized to Assume and Assign the Executory Contracts and Unexpired Leases Designated by SGM

Section 365(a) provides that the Debtor, "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." In *Agarwal*

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v. Pomona Valley Med. Grp. (In re Pomona Valley Med. Grp., Inc.), the Ninth Circuit explained the standard the Bankruptcy Court must apply in determining whether to approve the assumption of an executory contract or unexpired lease:

> In making its determination, a bankruptcy court need engage in "only a cursory review of a [debtor-in-possession]'s decision to reject the contract. Specifically, a bankruptcy court applies the business judgment rule to evaluate a [debtor-in-possession]'s rejection decision." ...
>
> Thus, in evaluating the rejection decision, the bankruptcy court should presume that the debtor-in-possession acted prudently, on an informed basis, in good faith, and in the honest belief that the action taken was in the best interests of the bankruptcy estate. *See Navellier v. Sletten,* 262 F.3d 923, 946 n. 12 (9th Cir.2001); *FDIC v. Castetter,* 184 F.3d 1040, 1043 (9th Cir.1999); *see also In re Chi-Feng Huang,* 23 B.R. at 801 ("The primary issue is whether rejection would benefit the general unsecured creditors."). It should approve the rejection of an executory contract under § 365(a) unless it finds that the debtor-in-possession's conclusion that rejection would be "advantageous is so manifestly unreasonable that it could not be based on sound business judgment, but only on bad faith, or whim or caprice."

Pomona Valley, 476 F.3d 665, 670 (9th Cir. 2007).

The assumption and assignment of the Designated Contracts constitutes an exercise of the Debtors' sound business judgment. Assignment of the agreements is necessary to facilitate the sale of the Hospitals. The assumption and assignment of the Designated Contracts is approved. This ruling does not apply to those Designated Contracts to which counterparties have asserted an objection with respect to adequate assurance of future performance and/or the appropriate cure amount; adjudication of the assumption and assignment of such contracts shall occur on **June 5, 2019, at 10:00 a.m.,** as set forth above.

E. The Sale Motion is Granted

Section 363(b) permits the debtor or trustee to sell estate property out of the ordinary course of business, subject to Court approval. The debtor or trustee must articulate a business justification for the sale of the property. *In re Walter*, 83 B.R. 14, 19–20 (9th Cir. BAP 1988) (citing *In re Continental Air Lines*, 780 F.2d 1223 (5th Cir. 1986)). Whether the articulated business justification is sufficient "depends on the case," in view of "all salient factors pertaining to the proceeding." *Id.* "The court's obligation in § 363(b) sales is to assure that optimal value is realized by the estate

United States Bankruptcy Court
Central District of California
Los Angeles
Judge Ernest Robles, Presiding
Courtroom 1568 Calendar

Wednesday, April 17, 2019 **Hearing Room 1568**

10:00 AM

CONT... Verity Health System of California, Inc. **Chapter 11**

under the circumstances." *Simantob v. Claims Prosecutor, LLC (In re Lahijani)*, 325 B.R. 282, 288–89 (B.A.P. 9th Cir. 2005).

The Debtors have demonstrated sufficient business justification for the sale. The Debtors incur significant operational losses at their hospitals, such that continued operations are not financially viable. A sale is the best means to preserve value for creditors.

The Court finds that the Debtors have adequately marketed the Hospitals. Cain Brothers ("Cain"), the Debtors' financial advisors, have been marketing the Hospitals since June 2018 and has contacted more than 181 strategic and financial buyers. Cain notified 90 parties of the sale process and provided access to a data room to sixteen parties who executed Non-Disclosure Agreements. Cain has remained in contact with potential purchasers and has been available to provide information.

Pursuant to §363(f)(2), the sale is free and clear of all liens asserted by secured claimants. All parties asserting secured claims have consented to the sale.

The Court finds that SGM is a good-faith purchaser entitled to the protections afforded by § 363(m). The APA was negotiated at arms-length and the Hospitals were vigorously marketed by Cain.

Notwithstanding Bankruptcy Rule 6004, the order approving the sale shall take effect immediately upon entry.

The Debtors shall submit a conforming order, incorporating this tentative ruling by reference, within seven days of the hearing.

No appearance is required if submitting on the court's tentative ruling. If you intend to submit on the tentative ruling, please contact Jessica Vogel or Daniel Koontz, the Judge's Law Clerks, at 213-894-1522. **If you intend to contest the tentative ruling and appear, please first contact opposing counsel to inform them of your intention to do so.** Should an opposing party file a late opposition or appear at the hearing, the court will determine whether further hearing is required. If you wish to make a telephonic appearance, contact Court Call at 888-882-6878, no later than one hour before the hearing.

Note 1

Unless otherwise indicated, all times are prevailing Pacific Time.

Note 2

Terms not defined herein have the meaning set forth in the Bidding Procedures

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CONT... Verity Health System of California, Inc. **Chapter 11**

Order and/or Bidding Procedures Motion.

Note 3

The Debtors received two letters from Prime Healthcare ("Prime"), one describing a potential partial bid for St. Francis and another describing a potential full system bid. Both letters acknowledged that the bids would "not be formally considered at auction" and were submitted solely "for reference, when needed when there is no credible backup bidder or all other bidders are unable to close."

Party Information

Debtor(s):

Verity Health System of California,

Represented By
Samuel R Maizel
John A Moe II
Tania M Moyron
Claude D Montgomery
Sam J Alberts
Shirley Cho
Patrick Maxcy

Title 11, California Code of Regulations, § 999.5(d)(1)(B)

Exhibit 3

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Attorneys for the Chapter 11 Debtors and Debtors In Possession

FILED & ENTERED

MAY 02 2019

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY gonzalez DEPUTY CLERK

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION

CHANGES MADE BY COURT

In re

VERITY HEALTH SYSTEM OF CALIFORNIA, INC., *et al.*,

Debtors and Debtors In Possession.

☒ Affects All Debtors

☐ Affects Verity Health System of California, Inc.
☐ Affects O'Connor Hospital
☐ Affects Saint Louise Regional Hospital
☐ Affects St. Francis Medical Center
☐ Affects St. Vincent Medical Center
☐ Affects Seton Medical Center
☐ Affects O'Connor Hospital Foundation
☐ Affects Saint Louise Regional Hospital Foundation
☐ Affects St. Francis Medical Center of Lynwood Foundation
☐ Affects St. Vincent Foundation
☐ Affects St. Vincent Dialysis Center, Inc.
☐ Affects Seton Medical Center Foundation
☐ Affects Verity Business Services
☐ Affects Verity Medical Foundation
☐ Affects Verity Holdings, LLC
☐ Affects De Paul Ventures, LLC
☐ Affects De Paul Ventures - San Jose Dialysis, LLC

Debtors and Debtors In Possession.

Lead Case No. 2:18-bk-20151-ER

Jointly Administered With:
Case No. 2:18-bk-20162-ER
Case No. 2:18-bk-20163-ER
Case No. 2:18-bk-20164-ER
Case No. 2:18-bk-20165-ER
Case No. 2:18-bk-20167-ER
Case No. 2:18-bk-20168-ER
Case No. 2:18-bk-20169-ER
Case No. 2:18-bk-20171-ER
Case No. 2:18-bk-20172-ER
Case No. 2:18-bk-20173-ER
Case No. 2:18-bk-20175-ER
Case No. 2:18-bk-20176-ER
Case No. 2:18-bk-20178-ER
Case No. 2:18-bk-20179-ER
Case No. 2:18-bk-20180-ER
Case No. 2:18-bk-20181-ER

Hon. Judge Ernest M. Robles

ORDER (A) AUTHORIZING THE SALE OF CERTAIN OF THE DEBTORS' ASSETS TO STRATEGIC GLOBAL MANAGEMENT, INC. FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS; (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF AN UNEXPIRED LEASE RELATED THERETO; AND (C) GRANTING RELATED RELIEF

Hearing:
Date: April 17, 2019
Time: 10:00 a.m.
Location: Courtroom 1568
255 E. Temple St., Los Angeles, CA

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This matter came before the Court on the *Motion For The Entry Of (I) An Order (1) Approving Form Of Asset Purchase Agreement For Stalking Horse Bidder And For Prospective Overbidders To Use, (2) Approving Auction Sale Format, Bidding Procedures And Stalking Horse Bid Protections, (3) Approving Form Of Notice To Be Provided To Interested Parties, (4) Scheduling A Court Hearing To Consider Approval Of The Sale To The Highest Bidder And (5) Approving Procedures Related To The Assumption Of Certain Executory Contracts And Unexpired Leases; And (II) An Order (A) Authorizing The Sale Of Property Free And Clear Of All Claims, Liens And Encumbrances* (the "Motion") [Docket No. 1279], filed by Verity Health System of California, Inc. ("VHS"), and the above-referenced affiliated debtors and debtors in possession in the above-captioned chapter 11 bankruptcy cases (the "Debtors"), for the entry of an order, pursuant to §§ 105(a), 363, and 365 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6004, 6006, 9007, and 9014, and LBR 6004-1.[1]

At the previous hearing on the Motion on February 19, 2019 (the "Bidding Procedures Hearing"), the Court considered various objections (the "Premature Objections") filed by: (i) St Vincent IPA Medical Corporation and Angeles IPA [Docket No. 1397]; (ii) the California Attorney General [Docket No. 1352]; (iii) MGH Painting Inc. [Docket No. 1358]; and (iv) Belfor USA Group, Inc. [Docket No. 1364]. The Court ruled that the Premature Objections were premature and preserved for the Sale Hearing, as set forth in order granting the Motion (the "Bidding Procedures Order") [Docket No. 1572]. The Bidding Procedures Order also stated that objections filed by the U.S. Department of Health and Human Services and Centers for Medicare and Medicaid Services [Doc. No. 1346] and the California Department of Health Care Services [Doc. No. 1353] (the "Continued Objections") were continued, as resolved by stipulations [Docket Nos. 1458 and 1473, respectively], approved by this Court's orders [Docket Nos. 1465 and 1483, respectively].

[1] Unless specified otherwise, all chapter and section references are to the Bankruptcy Code, 11 U.S.C. §§ 101-1532, all "Rule" references are to the Federal Rules of Bankruptcy Procedure, and all "LBR" references are to the Local Bankruptcy Rules for the United States Bankruptcy Court for the Central District of California.

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Any additional objections that were filed and overruled at the Bidding Procedures Hearing are not listed herein.

The Court, having reviewed the Memorandum [Docket No. 2115], the Declarations of Richard Adcock [Docket Nos. 8 and 1469] and James Moloney [Docket No. 2220] in support thereof, the *Notice To Counterparties To Executory Contracts And Unexpired Leases Of The Debtors That May Be Assumed And Assigned* [Docket No. 1704], the *Supplemental Notice To Counterparties To Executory Contracts and Unexpired Leases of The Debtors That May Be Assumed and Assigned* [Docket No. 1836], the *Second Supplemental Notice Re Notice to Counterparties to Executory Contracts and Unexpired Leases of the Debtors That May Be Assumed and Assigned* [Docket No. 2065] (together Docket Nos. 1704, 1836 and 2065 are the "Cure Notice"), the *Notice of Executory Contracts and Unexpired Leases Designated by Strategic Global Management, Inc. For Assumption and Assignment* [Docket No. 2131] (the "Designation Notice"), the *Notice That No Auction Shall Be Held Re Debtors' Motion and Motion for the Entry of (I) An Order (1) Approving Form of Asset Purchase Agreement for Stalking Horse Bidder and for Prospective Overbidders; (2) Approving Auction Sale Format, Bidding Procedures and Stalking Horse Bid Protections; (3) Approving Form of Notice to Be Provided to Interested Parties; (4) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest Bidder; and (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; and (II) an Order (A) Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances* [Docket No. 2053] (the "No-Auction Notice"), the objections filed by various counterparties to certain executory contracts and unexpired leases [Docket Nos. 1788; 1804; 1819; 1830; 1849; 1850; 1852; 1853; 1856-1858; 1863; 1866; 1869; 1870; 1873-1877 1881; 1882; 1885; 1890-1892; 1904; 1926; 1930; 1933; 1940; 1946; 1948; 1949; 1953; 1954; 1965; 2058; 2066; 2108; 2113; 2144; 2146; 2148, 2150, 2157, 2161, 2162] (the "Cure Objections"), the objection by the California Department of Health Care Services (the "DHCS") [Docket No. 1879], the *Stipulation Continuing Hearing Regarding Creditors U.S. Department of Health and Human Services and California Department of Health Care Services* [Docket No.

2125], the *Limited Opposition of Belfor USA Group, Inc. to Debtors' Motion for an Order Authorizing the Sale of Property Free and Clear of All Claims Liens and Encumbrances* [Docket No. 2130], the *Objection of United Healthcare Insurance Company to Debtors' Motion for Order Approving Form of Asset Purchase Agreement for Stalking Horse Bidder, Etc.* [Docket No. 2145] filed United Healthcare Insurance Company, *SEIU-UHW's Objection and Reservation of Rights to Debtors' Sale Motion* filed by the Service Employees International Union, United Healthcare Workers-West [Docket No. 2147], the *Limited Objection and Reservation of Rights of United Nurses Associations of California to Motion of Debtors for Approval of Sale [of Remaining Hospital Assets to the Highest Bidder* [Docket No. 2155] filed by the United Nurses Association of California, the *Reservation of Rights of U.S. Bank National Association, As Series 2015 Note Trustee and as Series 2017 Note Trustee and as Series 2017 Note Trustee, with Respect to Debtors' Motion for Entry of (I) an Order (1) Approving Form of Asset Purchase Agreement for Stalking Horse Bidder and For Stalking Horse Bidder and for Prospective Overbidders (2) Approving Auction Sale Format, Bidding Procedures and Stalking Horse Bid Protections, (3) Approving Form of Notice to be Provided to Interested Parties, (4) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest Bidder and (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases and (II) an Order (A) Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances* [Docket No. 2156] filed by U.S. Bank National Association, As Series 2015 Note Trustee and as Series 2017 Note Trustee, the *Official Committee of Unsecured Creditors Response to the Debtors' SGM Sale Motion* [Docket No. 2164], the *Reservation of Rights of California Statewide Communities Development Authority to Motion of Debtors for Approval of Sale [of Remaining Hospital Assets] to the Highest Bidder* [Docket No. 2168] filed by the California Statewide Communities Development Authority, the Premature Objections, the Continued Objections, and any withdrawals thereof, the statements, arguments and representations of the parties made at the Sale Hearing; and the entire record of these cases; and the Court, having determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and that

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the legal and factual bases set forth in the Motion and presented at the Sale Hearing establish just cause for the relief granted herein and for the reasons set forth in the Court's tentative ruling [Docket No. 2221]; and all objections to the Motion, if any, having been withdrawn, continued or overruled; and for the reasons set forth in the Court's tentative ruling [Docket No. 2221], which the Court adopts as its final ruling and which is incorporated herein by reference; and after due deliberation and sufficient good cause appearing therefor:

THE COURT HEREBY FINDS AND CONCLUDES THAT:[2]

A. Jurisdiction and Venue. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter relates to the administration of the Debtors' bankruptcy estates and is accordingly a core proceeding pursuant to 28 U.S.C. § 157(b)(2) (A), (M), (N) and (O). Venue of these cases is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Statutory Predicates. The statutory predicates for the relief requested in the Motion are (i) §§ 105(a), 363(b), (f), (k), (l) and (m), and 365, (ii) Rules 2002(a)(2), 2002(c)(1) and (d), 6004 (a), (b), (c), (e), (f) and (h), 6006(a), (c) and (d), 9006, 9007, 9013 and 9014, and (iii) LBR 6004-1 and 9013-1.

C. Notice. As evidenced by the affidavits of service previously filed with the Court, the Debtors have provided proper, timely, adequate and sufficient notice with respect to the following: (i) the Motion and the relief sought therein, including the entry of this Sale Order and the transfer and sale of the assets (the "Purchased Assets"), as set forth in the Asset Purchase Agreement, dated January 8, 2019, a copy of which is attached as Exhibit "A" to Docket No. 1279 (the "APA"); (ii) the Sale Hearing; (iii) the No-Auction Notice; and (iv) the assumption and assignment of the executory contracts and unexpired leases and proposed cure amounts owing under such executory contracts and unexpired leases (the "Cure Amounts"); and no further notice

[2] The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Rule 7052, made applicable to this proceeding pursuant to Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent that any of the following conclusions of law constitute findings of fact, they are adopted as such.

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of the Motion, the relief requested therein or the Sale Hearing is required. The Debtors have also complied with all obligations to provide notice of the Auction, the Sale Hearing, the proposed sale and otherwise, as required by the Bidding Procedures Order. A reasonable opportunity to object and to be heard regarding the relief provided herein has been afforded to parties-in-interest.

D. Arm's Length Transaction. The APA and other documents and instruments (the "Transaction Documents") related to and connected with this transaction (the "Transaction") and the consummation thereof were negotiated and entered into by the Debtors and Strategic Global Management, Inc. ("SGM"), as Purchaser under the APA without collusion, in good faith and through an arm's length bargaining process. Neither SGM nor any of its affiliates or representatives is an "insider" of the Debtors, as that term is defined in § 101(31). None of the Debtors, SGM, or their respective representatives engaged in any conduct that would cause or permit the APA, any of the other Transaction Documents or the Transaction to be avoided under § 363(n), or have acted in any improper or collusive manner. The terms and conditions of the APA and the other Transaction Documents, including, without limitation, the consideration provided in respect thereof, are fair and reasonable, and are not avoidable and shall not be avoided, and no damages may be assessed against SGM or any other party, as set forth in § 363(n). The consideration provided by SGM is fair, adequate and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable laws of the United States or any of its jurisdictions or subdivisions, including the State of California.

E. Good Faith Purchaser. SGM has proceeded in good faith and without collusion in all respects in connection with the sale process, in that: (i) SGM, in proposing and proceeding with the Transaction in accordance with the APA, recognized that the Debtors were free to deal with other interested parties; (ii) SGM agreed to provisions in the APA that would enable the Debtors to accept a higher and better offer; (iii) SGM complied with all of the provisions in the Bidding Procedures Order applicable to SGM; (iv) all payments to be made by SGM and other agreements entered into or to be entered into between SGM and the Debtors in connection with the Transaction have been disclosed; (v) the negotiation and execution of the APA and related

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Transaction Documents were conducted in good faith and constituted an arm's length transaction; (vi) SGM did not induce or cause the chapter 11 filings by the Debtors; and (vii) the APA was not entered into, and the Transaction being consummated pursuant to and in accordance with the APA is not being consummated, for the purpose of hindering, delaying or defrauding creditors of the Debtors. SGM is therefore entitled to all of the benefits and protections provided to a good-faith purchaser under § 363(m). Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Transaction shall not affect the validity of the Transaction, any terms or conditions of the Transaction or SGM's status as a "good faith" purchaser.

F. Justification for Relief. Good and sufficient reasons for approval of the APA and the other Transaction Documents and the Transaction have been articulated to this Court in the Motion and at the Sale Hearing, and the relief requested in the Motion and set forth in this Sale Order is in the best interests of the Debtors, their estates, and their creditors. The Debtors have demonstrated through the Motion and other evidence submitted at the Sale Hearing both (i) good, sufficient and sound business purpose and justification and (ii) compelling circumstances for the transfer and sale of the Purchased Assets as provided in the APA outside the ordinary course of business, and (iii) such transfer and sale is an appropriate exercise of the Debtors' business judgment and in the best interests of the Debtors, their estates, and their creditors.

G. Free and Clear. In accordance with §§ 363(b) and 363(f), the consummation of the Transaction pursuant to the Transaction Documents shall be a legal, valid, and effective transfer and sale of the Purchased Assets and, except with respect to the liens arising from the Special Assessments and the PACE Obligations (each as defined in §1.1(a)(iii) of the APA) assumed by SGM, shall vest in SGM, through the consummation of the Transaction, all of the Debtors' right, title, and interest in and to the Purchased Assets, free and clear of all liens, claims, interests, rights of setoff, recoupment, netting and deductions, rights of first offer, first refusal and any other similar contractual property, legal or equitable rights, and any successor or successor-in-interest liability theories (collectively, the "Encumbrances"). The Debtors have demonstrated that one or

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more of the standards set forth in § 363(f)(1)-(5) have been satisfied. Those holders of Encumbrances who did not object, or who withdrew their objections, to the sale or the Motion are deemed to have consented pursuant to § 363(f)(2). Those holders of Encumbrances who did object fall within one or more of the other subsections of § 363(f). All holders of the Encumbrances in the Purchased Assets are adequately protected by having their respective Encumbrances attach to the Debtors' interests in the proceeds of the sale of the Purchased Assets under the APA (subject to any Challenge within the meaning of that certain *Final Order (I) Authorizing Postpetition Financing, (II) Authorizing Use of Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, and (VI) Granting Related Relief* [Docket No. 409] (the "Final DIP Order") that has been, or may be, timely filed[3]), and any related documents or instruments delivered in connection therewith, whenever and wherever received (the "Sale Proceeds") to the extent and manner herein provided.

H. Prompt Consummation. The Debtors have demonstrated good and sufficient cause to waive the stay requirement under Rules 6004(h) and 6006(d). Time is of the essence in consummating the Transaction, and it is in the best interests of the Debtors and their estates to consummate the Transaction within the timeline set forth in the Motion and the APA. The Court finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth in this Order.

[3] The Final DIP Order granted to the Committee standing to file the requisite pleading to challenge the validity, enforceability and amount of the Prepetition Liens (each such proceeding or appropriate pleading commencing a proceeding or other contested matter, a "Challenge") within ninety (90) days from the formation of the Committee (the "Challenge Deadline"). *See* Final DIP Order ¶ 5(e). The Committee's investigation as to the Prepetition Liens remains ongoing. The Committee and the Prepetition Secured Creditors have entered into a number of stipulations (the "Challenge Stipulations") by which the Committee has acknowledged and stipulated to the validity, enforceability and perfection of the Prepetition Liens in certain collateral identified in the Challenge Stipulations, and by which the Challenge Deadline has been extended a number of times with respect to the validity, enforceability and perfection of the Prepetition Liens in any other collateral. The Challenge Deadline with respect to any Prepetition Liens for which the Committee has not stipulated pursuant to the Challenge Stipulations as to the validity, enforceability and perfection thereof is now May 13, 2019.

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I. Assumption of Executory Contracts and Unexpired Leases. The Debtors have demonstrated that it is an exercise of their sound business judgment to assume and assign to SGM the Currently Identified Designated Contracts (as defined and identified in paragraph 15 below) and to the extent subsequently identified by SGM pursuant to paragraph 16 below, the Subsequently Identified Designated Contracts (as defined in paragraph 16 below) (the Currently Identified Designated Contracts and the Subsequently Identified Contracts are collectively referred to herein as the "Designated Contracts") in connection with the consummation of the Transaction, and the assumption and assignment of the Designated Contracts is in the best interests of the Debtors and their estates.

J. Cure/Adequate Assurance. In connection with the Closing, and pursuant to the APA, unless otherwise ordered, any and all defaults existing on or prior to the Closing under any of the Designated Contracts will have been cured, within the meaning of § 365(b)(1)(A), by payment of the amounts and in the manner set forth below, unless otherwise agreed by SGM and the counterparty. SGM has provided or will provide adequate assurance of future performance of and under the Designated Contracts within the meaning of § 365(b)(1)(C) and § 365(f)(2)(B), and shall have no further obligation to provide assurance of performance to any counterparty to a Designated Contract. Pursuant to § 365(f), the Designated Contracts to be assumed by the Debtors (i.e., St. Francis Medical Center, a California nonprofit public benefit corporation ("St. Francis Medical Center"), St. Vincent Medical Center, a California nonprofit public benefit corporation ("St. Vincent Medical Center"), St. Vincent Dialysis Center, Inc., a California nonprofit public benefit corporation ("St. Vincent Dialysis Center"), and Seton Medical Center, a California nonprofit public benefit corporation ("Seton Medical Center") (collectively, the "Hospitals"), VHS, and Verity Holdings LLC, a California limited liability company ("Holdings")), and assigned to SGM under the APA shall be assigned and transferred to, and remain in full force and effect for the benefit of, SGM, notwithstanding any provision in such Designated Contracts prohibiting their assignment or transfer. The Debtors have demonstrated that no other parties to any of the Designated Contracts has incurred any actual pecuniary loss

resulting from a default on or prior to the Closing under any of the Designated Contracts within the meaning of § 365(b)(1)(B).

K. Rejection of Executory Contracts and Unexpired Leases. The Debtors will have demonstrated that it is a reasonable and appropriate exercise of their sound business judgment for the Hospitals to reject all of their executory contracts and unexpired leases, excluding (i) Designated Contracts, (ii) any prepetition multiparty contract affecting more than one Debtor in addition to the Hospitals, (iii) any prepetition contract that is the subject of a Rule 9019 settlement motion prior to Closing, and (vi) any collective bargaining agreement, pension plan or health and welfare plan providing collectively bargained benefits to which a Hospital is a party or sponsor, which matters shall be scheduled for determination as provided in paragraph 33 below. Each such executory contract rejection is subject only to the conditions set forth in paragraphs 18, 31, and 32. The Debtors shall file an appropriate motion to reject such contracts, covered by this paragraph K, prior to Closing and shall request therein that the rejection be effective as of the Closing or as otherwise appropriate.

L. Highest or Otherwise Best Offer. The Debtors solicited offers and noticed the Auction in accordance with the provisions of the Bidding Procedures Order. The Auction was duly noticed, the sale process was conducted in a non-collusive manner and the Debtors afforded a full, fair and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Purchased Assets. Other than SGM's Stalking Horse Bid, the Debtors received two Qualified Partial Bids by the Partial Bid Deadline and did not receive a Qualified Full Bid (as such terms are defined by the Bidding Procedures Order). The Debtors properly consulted with the Consultation Parties in selecting the SGM Stalking Horse Bid as the highest and best bid and in determining that no auction should be held (as such terms are defined in the Bidding Procedures Order), as set forth in their No-Auction Notice. The transfer and sale of the Purchased Assets to SGM on the terms set forth in the APA constitutes the highest or otherwise best offer for the Purchased Assets and will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. The Debtors' determination, in

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consultation with the Consultation Parties (as defined in the Bidding Procedure Order), that the APA constitutes the highest or best offer for the Purchased Assets and to not conduct an auction constitutes a valid and sound exercise of the Debtors' business judgment.

M. No *De Facto* or *Sub Rosa* Plan of Reorganization. The sale of the Purchased Assets does not constitute a *de facto* or *sub rosa* plan of reorganization or liquidation because it does not propose to (i) impair or restructure existing debt of, or equity or membership interests in, the Debtors, (ii) impair or circumvent voting rights with respect to any plan proposed by the Debtors, (iii) circumvent chapter 11 safeguards, including those set forth in §§ 1125 and 1129, or (iv) classify claims or equity or membership interests.

N. Legal and Factual Bases. The legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein.

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

1. The relief requested in the Motion is GRANTED and APPROVED in all respects to the extent provided herein.

2. All objections with regard to the relief sought in the Motion that have not been withdrawn, waived, settled, or provided for herein or in the Bidding Procedures Order, including any reservation of rights included in such objections, are overruled on the merits with prejudice. To the extent of any inconsistency between this Sale Order and the Bidding Procedures Order, the terms of this Sale Order shall prevail.

3. Pursuant to §§ 105(a), 363(b), 363(f), and 365, the Transaction, including the transfer and sale of the Purchased Assets to SGM on the terms set forth in the APA, is approved in all respects, and the Debtors are authorized and directed to consummate the Transaction in accordance with the APA, including, without limitation, by executing all of the Transaction Documents (and any ancillary documents or instruments that may be reasonably necessary or desirable to implement the APA or the Transaction) and taking all actions necessary and appropriate to effectuate and consummate the Transaction (including the transfer and sale of the Purchased Assets) in consideration of the Purchase Price (as defined in § 1.1 of the APA) upon

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the terms set forth in the APA, including, without limitation, assuming and assigning to SGM the Designated Contracts. The Debtors and SGM shall have the right to make any mutually agreeable, non-material changes to the APA, which shall be in writing signed by both parties, without further order of the Court provided, that after reasonable notice, the Official Committee of Unsecured Creditors (the "Committee"), the DIP Agent (as defined in the Final DIP Order defined below), and the Prepetition Secured Creditors (as defined in the Final DIP Order) do not object to such changes. Any timely objection by the aforementioned parties to any agreed non-material changes to the APA may be resolved by the Court on shortened notice.

4. As of the Closing, (i) the Transaction set forth in the APA shall effect a legal, valid, enforceable and effective transfer and sale of the Purchased Assets to SGM free and clear of all Encumbrances, except with respect to the liens arising from the Special Assessments and the PACE Obligations assumed by SGM, as further set forth in the APA and this Sale Order; and (ii) the APA, and the other Transaction Documents, and the Transaction, shall be enforceable against and binding upon, and not subject to rejection or avoidance by, the Debtors, any successor thereto including a trustee or estate representative appointed in the Bankruptcy Cases, the Debtors' estates, all holders of any Claim(s) (as defined in the Bankruptcy Code) against the Debtors, whether known or unknown, any holders of Encumbrances on all or any portion of the Purchased Assets, all counterparties to the Designated Contracts and all other persons and entities.

5. Encumbrances in and to Purchased Assets shall attach (subject to any Challenge within the meaning of the Final DIP Order that has been, or may be, timely filed) to the Sale Proceeds of such Purchased Assets with each such Encumbrance having the same force, extent, effect, validity and priority as such Encumbrance had on the Purchased Assets giving rise to the Sale Proceeds immediately prior to the Closing. For the avoidance of doubt, the foregoing force, extent, effect, validity and priority shall: (i) reflect the security interests, liens (including any Prepetition Replacement Liens arising for diminution of value, if any) and rights, powers and authorities that have been granted to the DIP Agent, the DIP Lender and to the Prepetition

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Secured Creditors, as applicable, pursuant to the Final DIP Order, to the extent that (i) the rights granted to the Prepetition Secured Creditors with respect to §§506(c) and 552(b) by the Final DIP Order are not limited or modified as a result of the appeal from the Final DIP Order filed by the Committee on November 29, 2019; and/or (ii) any replacement liens or security interest granted to the Prepetition Secured Creditors by the Final DIP Order are not invalidated as a result of any Challenge within the meaning of the Final DIP Order that has been, or may be, timely filed. In addition, the Intercreditor Agreement (as defined in the Final DIP Order) shall apply with respect to the rights of the parties thereto in and to the Sale Proceeds and the Escrow Deposit Account, to the extent of and in accordance with its terms with all parties reserving all rights thereunder.

6. Subject to the fulfillment of the terms and conditions of the APA, this Sale Order shall, as of the Closing, be considered and constitute for all purposes a full and complete general assignment, conveyance, and transfer of the Purchased Assets and/or a bill of sale transferring all of the Debtors' rights, title and interest in and to the Purchased Assets to SGM. Consistent with, but not in limitation of the foregoing, each and every federal, state, and local governmental agency or department, except as stated herein, is hereby authorized and directed to accept all documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA and approved in this Sale Order. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the appropriate recorder to cancel any Encumbrances of record.

7. Any person or entity that is currently, or on the Closing Date may be, in possession of some or all of the Purchased Assets is hereby directed to surrender possession of such Purchased Assets either to (a) the Debtors before the Closing or (b) to SGM or its designee upon the Closing, and to cooperate with the Debtors and SGM in the Debtors' and SGM's fulfillment of their obligations hereunder and pursuant to the APA.

8. The transfer of the Purchased Assets pursuant to the Transaction Documents shall be a legal, valid, and effective transfer and shall, in accordance with §§ 105(a) and 363(f), and upon consummation of the Transaction, including, without limitation, payment of the Purchase

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Price to the Debtors, vest SGM with all right, title, and interest in the Purchased Assets, free and clear of all Encumbrances. Upon closing of the Transaction, SGM shall take title to and possession of the Purchased Assets, subject only to the Assumed Obligations, as set forth in the APA. The transfer of the Purchased Assets from the Debtors to SGM constitutes a transfer for reasonable equivalent value and fair consideration under the Bankruptcy Code and the laws of the State of California.

9. Following the Closing, no holder of any Encumbrance against the Debtors or upon the Purchased Assets shall interfere with SGM's respective rights in, title to or use and enjoyment of the Purchased Assets. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Purchased Assets to SGM, including the assumption and assignment of the Designated Contracts.

10. SGM shall not be deemed, as a result of any action taken in connection with, or as a result of the Transaction (including the transfer and sale of the Purchased Assets), to: (i) be a successor, continuation or alter ego (or other such similarly situated party) to the Debtors or their estates by reason of any theory of law or equity, including, without limitation, any bulk sales law, doctrine or theory of successor liability, or any theory or basis of liability, regardless of source of origin; or (ii) have, *de facto* or otherwise, merged with or into the Debtors; or (iii) be a mere continuation, *alter ego*, or substantial continuation of the Debtors. Other than the Assumed Liabilities, SGM is not assuming any of the Debtors' debts.

11. This Sale Order (i) shall be effective as a determination that, on Closing, all Encumbrances existing against the Purchased Assets before the Closing have been unconditionally released, discharged and terminated, and that the transfers and conveyances described herein have been effected, and (ii) shall be binding upon and shall govern the acts of all persons and entities. If, following a reasonable written request made by the Debtors, any person or entity that has filed financing statements or other documents or agreements evidencing any Encumbrances against the Purchased Assets shall not have delivered to the Debtors for use at or

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in connection with Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Encumbrances which the person or entity has with respect to the Purchased Assets, then SGM and/or the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to such Purchased Assets. For the avoidance of doubt, such statements, instruments, releases and other documents shall not impair Encumbrances that attach (subject to any Challenge within the meaning of the Final DIP Order that has been, or may be, timely filed) to the Sale Proceeds or the terms of this Order, including, but not limited to paragraphs 5 and 13 hereof.

12. In accordance with the APA, concurrently with the Closing, SGM shall pay that portion of the Purchase Price due at Closing, by wire transfer of immediately available funds, to Debtors' Escrow Deposit Accounts (defined below), subject to the adjustments set forth in the APA. Any direct expenses of the Sale shall be disclosed by Debtors to the DIP Agent, the Prepetition Secured Creditors, and the Committee in advance of the Closing.

13. The terms and conditions of the Final DIP Order shall apply with respect to the Sale Proceeds and Escrow Deposit Accounts (defined herein). Without limiting the foregoing, the Debtors shall comply with paragraph 4 of the Final DIP Order in the following manner:

(a) the Debtors shall direct SGM, pursuant to the terms of the APA, to remit all Sale Proceeds to the separate accounts opened in the name of each Debtor for the Sale Proceeds (each such hereafter referred to as "Escrow Deposit Account");

(b) in giving direction to SGM pursuant to sub-paragraph (a), above, the Debtors shall exercise their reasonable business judgment, in good faith, and allocate the Sale Proceeds among the Escrow Deposit Accounts on the basis of the value of each Debtor's Purchased Assets as of the Closing (which allocation, for the avoidance of doubt, shall be subject to the reservations of rights in paragraph 4 of the Final DIP Order and paragraph 31 of the Bidding Procedures Order; provided further that nothing in this paragraph shall waive or limit any rights the Committee or the Prepetition Secured Creditors may have in connection with the confirmation of a proposed

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chapter 11 plan for any of the Debtors' cases (including the right to seek to reallocate estate values and the Sale Proceeds);

(c) without limitation of the rights of the DIP Agent and DIP Lender under the DIP Financing Agreements and the Final DIP Order, no funds held in any Escrow Deposit Account shall be (i) commingled with any other funds of the applicable Debtor or any of the other Debtors or (ii) used by the Debtors for any purpose, except as provided in this Order, the DIP Credit Agreements or the Final DIP Order without further order of this Court, after reasonable notice under the circumstances to the DIP Agent, the Prepetition Secured Creditors and the Committee; and

(d) each Escrow Deposit Account shall be subject to a deposit account control agreement in favor of the DIP Agent and DIP Lender, and subject to, without limitation of the rights of the DIP Agent and DIP Lender under the DIP Financing Agreements and the Final DIP Order with respect to the Sale Proceeds and Escrow Deposit Account, including, without limitation, following the occurrence of an Event of Default or the Revolving Loan Termination Date (as defined in the DIP Credit Agreement), the Debtors shall not be permitted to use the funds held in any Escrow Deposit Account for any purpose, except as provided in paragraph 14, 15, 16, and 17 of this Order, and to fund any Purchase Price adjustment in favor of the Purchaser, without first obtaining the consent of the DIP Agent, DIP Lender and the Prepetition Secured Creditors or obtaining an order of the Court pursuant to §§ 363 or 1129 after reasonable notice under the circumstances to the DIP Agent, the DIP Lender, the Prepetition Secured Creditors and the Committee and, if necessary, a hearing thereon; and

(e) for the avoidance of doubt, the rights of the Debtors, the Committee, and the Prepetition Secured Creditors as to the Sale Proceeds and any funds held in a Deposit Escrow shall be, except as set forth herein, as contemplated by Paragraph 4 of the Final DIP Order, and nothing in this Order shall be construed as altering, amending, waiving, or affecting in any way such rights. Concurrently with the Closing or as soon thereafter as is possible, and in accordance with the APA, SGM shall pay to the counter-parties to the Designated Contracts the cure amounts

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set forth in the Cure Notice, or as otherwise agreed to by the Debtors, SGM and the applicable counter-parties thereto or ordered by this Court after a continued hearing on the Cure Objections (the "Designated Cure Amounts"). SGM has the right under the APA to remove any Contracts from the list of Designated Contracts up to seven (7) days prior to Closing, as also set forth in the *Order Approving Stipulation Regarding Designation Deadline Re Order (1) Approving Form Of Asset Purchase Agreement For Stalking Horse Bidder And For Prospective Overbidders, (2) Approving Auction Sale Format, Bidding Procedures And Stalking Horse Bid Protections* [Docket No. 1865].

14. To the extent that any of the contracts and/or leases, which give rise to the Designated Cure Amounts and are set forth in the Designation Notice and are not subsequently and timely removed by SGM under the APA and the *Order Approving Stipulation Regarding Designation Deadline Re Order (1) Approving Form Of Asset Purchase Agreement For Stalking Horse Bidder And For Prospective Overbidders, (2) Approving Auction Sale Format, Bidding Procedures And Stalking Horse Bid Protections* [Docket No. 1865] (the "Currently Identified Designated Contracts") are executory contracts or unexpired leases (over which the Court is not making any such determination at this time), then in connection with the Closing, the Debtors shall be deemed to have assumed all such Currently Identified Designated Contracts (so that they are deemed part of the Designated Contracts) and to have assigned them to SGM, and SGM shall have assumed all obligations owing under all such Currently Identified Designated Contracts arising after and following the Closing. The Court shall resolve any and all disputes which may arise between the Debtors, SGM and any of the Currently Identified Designated Contract Counter-Parties over whether the Currently Identified Designated Contracts are executory contracts or unexpired leases and whether any of the Currently Identified Designated Contract Counter-Parties are entitled to an allowed claim against the Debtors which exceeds the Designated Cure Amounts (the "Assumption Dispute").

15. In the event that the Court determines that any such counter-parties to the Currently Identified Designated Contracts (the "Currently Identified Designated Contract

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Counter-Parties" and, individually, a "Currently Identified Designated Contract Counter-Party") have an allowed cure claim against the Debtors which exceeds the Designated Cure Amounts (the "Excess Cure Amount"), the difference will be paid by SGM and shall not be the responsibility of the Debtors as more specifically set forth below; provided, however, that unless the Court makes such a determination on or before fifteen (15) days prior to Closing, and unless the Debtor, SGM and the Currently Identified Designated Contract Counter-Party agree otherwise, the Currently Identified Designated Contract which is the subject of such Assumption Dispute, shall be deemed a rejected contract within the meaning of § 1.11(a) of the APA as of ten (10) days prior to Closing, and SGM, except as provided below, shall have no obligation to assume such Currently Identified Designated Contract or to pay any Cure Amount or Excess Cure Amount in connection with such Currently Identified Designated Contract. To the extent an Assumption Dispute relates solely to the Cure Amount, the Debtors may, with SGM's consent, assume and assign the applicable executory contract or unexpired lease at Closing and prior to the resolution of the Assumption Dispute by the Bankruptcy Court, provided, that either (a) the Bankruptcy Court has estimated the maximum cure payment, pursuant to 11 U.S.C. § 502(c), and SGM has remitted such amount to the Debtors to be held as sales proceeds in the Sale Proceeds Account for the relevant Debtor(s), or (b) SGM provides to the relevant Debtor(s) and non-Debtor counterparty a separate reasonably acceptable undertaking that SGM will promptly pay the maximum disputed cure amount in accordance with 11 U.S.C. § 365 (b)(1)(A) and (B) (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such non-Debtor party and SGM). The Debtors shall pay and hereby are authorized to pay disputed cure amounts from the relevant Sales Proceeds Account(s) upon entry of a final order by this Court to the extent SGM remitted to Sellers the amount required by item (a) of this paragraph of the Order.

16. All of the Currently Identified Designated Contracts, to the extent they are executory contracts or unexpired leases and are not subsequently and timely removed by SGM under the APA and the *Order Approving Stipulation Regarding Designation Deadline Re Order (1) Approving Form Of Asset Purchase Agreement For Stalking Horse Bidder And For*

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Prospective Overbidders, (2) Approving Auction Sale Format, Bidding Procedures And Stalking Horse Bid Protections [Docket No. 1865], or deemed a rejected contract within the meaning of § 1.11(a) of the APA pursuant to paragraph 15 above, shall be part of the Designated Contracts that will be assumed by the Debtors and assigned to SGM at the Closing. In the event that SGM elects to add any other of the Debtors' executory contracts or unexpired leases to the list of Designated Contracts (the "Subsequently Identified Designated Contracts" and, individually, a "Subsequently Identified Designated Contract") under the APA and the *Order Approving Stipulation Regarding Designation Deadline Re Order (1) Approving Form Of Asset Purchase Agreement For Stalking Horse Bidder And For Prospective Overbidders, (2) Approving Auction Sale Format, Bidding Procedures And Stalking Horse Bid Protections* [Docket No. 1865], SGM shall notify the Debtors of any such Subsequently Identified Designated Contracts on or before thirty days before Closing, and the Debtors shall (i) file a notice with the Court identifying all such Subsequently Identified Designated Contracts and their respective cure amounts as agreed upon between the Debtors and SGM, and (ii) serve such notice by over-night mail on all counter-parties to the Subsequently Identified Designated Contracts (the "Subsequently Identified Designated Contract Counter-Parties"). All Subsequently Identified Designated Contracts shall be assumed by the Debtors and assigned to SGM at the Closing, with SGM to be obligated to pay all cure amounts owing to such Subsequently Identified Designated Contract Counter-Parties concurrently with the Closing, as set forth in the Debtors' notice, or as otherwise agreed to by the Debtors, SGM and the applicable counter-parties thereto, or ordered by the Court in accordance with paragraphs 34 and 36 below (the "Additional Cure Amounts"), so long as such amount as ordered by the Court is no greater than the amount agreed upon by SGM; and in the event the Additional Cure Amount is greater than the amount agreed upon by SGM, and SGM is not willing to pay the Additional Cure Amount, the Debtors shall not be required to pay the Additional Cure Amount(s) and the Subsequently Identified Designated Contract(s) shall be deemed a rejected contract within the meaning of § 1.11(a) of the APA pursuant to paragraph 15 above; provided, and for the avoidance of doubt, no collective bargaining agreement, pension plan or health and welfare plan providing

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collectively bargained benefits to which a Hospital is a party or sponsor constitutes a Currently Identified Designated Contract or a Subsequently Identified Designated Contract for which SGM or the Debtors may be obligated to pay any cure amount.

17. Upon the Closing, the Debtors are authorized and directed to assume, assign and/or transfer each of the Designated Contracts to SGM, including the Currently Identified Designated Contracts and any Subsequently Identified Designated Contracts (collectively, the "Contract Counter-Parties"). At the Closing, SGM shall pay the (i) Sale Proceeds, (ii) the Designated Cure Amounts identified in paragraph 13 above, (iii) the Excess Cure Amounts identified in paragraph 15 above, and (iv) the Additional Cure Amounts, subject to paragraph 15 above. Payment by SGM of such Designated Cure Amounts and Additional Cure Amounts are deemed the necessary and sufficient amounts to "cure" all "defaults" with respect to all such Currently Identified Designated Contracts and Subsequently Identified Designated Contracts under § 365(b). The foregoing payment shall (i) effect a cure of all defaults existing under all such Currently Identified Designated Contracts, and (ii) compensate all such Contract Counter-Parties for any actual pecuniary loss resulting from any such default. The Debtors shall then have assumed and assigned to SGM, effective as of the Closing, all of the Designated Contracts (comprised of both all Currently Identified Designated Contracts and all Subsequently Identified Designated Contracts, if any), and, pursuant to § 365(f), the assignment by the Debtors of all such Designated Contracts to SGM shall not be a default thereunder. After the payment of the Designated Cure Amounts and the Additional Cure Amounts, neither the Debtors nor SGM shall have any further liabilities to any Contract Counter-Parties, other than SGM's obligations under the Designated Contracts that accrue and become due and payable after the Closing Date. In addition, adequate assurance of future performance has been demonstrated by or on behalf of SGM with respect to all of the Designated Contracts within the meaning of §§ 365(b)(1)(c), 365(b)(3) (to the extent applicable) and 365(f)(2)(B). For the avoidance of doubt, SGM shall not be liable for the payment of any liabilities or obligations arising from or related to (a) any executory contracts that the Debtors intend to reject by appropriate motion and which are not being assumed and assigned to SGM, (b) any multiparty contract affecting more than one Debtor in addition to one of the hospitals subject to the

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Transaction, or (c) any collective bargaining agreement ("CBA"), pension plan, or health and welfare plan providing for collectively bargained for benefits to which a Hospital is a party or a sponsor, unless expressly assumed and assigned with SGM's consent.

18. The Debtors intend, and are hereby authorized, to (A) reject, pursuant to § 365(a), all executory contracts to which one or more of the Hospitals are a party, excluding (i) Designated Contracts, and (ii) any prepetition multiparty contract affecting more than one Debtor in addition to one of the Hospitals, and, (B) reject and terminate, to the extent separately authorized by this Court, pursuant to §§ 1113, 1114, and any other applicable provision of the Bankruptcy Code, any collective bargaining agreement, pension plan or health and welfare plan providing collectively bargained benefits to which one of the Hospitals is a party or sponsor and that SGM does not assume.

19. All of the Contract Counter-Parties are forever barred, estopped, and permanently enjoined from (i) raising or asserting against the Debtors or SGM, or any of their property, any assignment fee, acceleration, default, breach, or claim of pecuniary loss, or condition to assignment, arising under or related to the Designated Contracts, existing as of the Closing, or arising by reason of the consummation of the Transaction contemplated by the APA, including, without limitation, the Transaction and the assumption and assignment of the Designated Contracts, including any asserted breach relating to or arising out of the change-in-control provisions in such Designated Contracts, or any purported written or oral modification to the Designated Contracts and (ii) asserting against SGM any claim, counterclaim, breach, or condition asserted or assertable against the Debtors existing as of the Closing or arising by reason of the transfer of the Purchased Assets, except for the Assumed Obligations.

20. Any provisions in any Designated Contracts that prohibit or condition the assignment of such Designated Contract or allow the counterparty to such Designated Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such Designated Contract constitute unenforceable anti-assignment provisions

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that are void and of no force and effect with respect to the Debtors' assumption and assignment of such Designated Contract to SGM in accordance with the APA, pursuant to § 363(f).

21. The terms and provisions of this Sale Order, as well as the rights granted under the Transaction Documents, shall continue in full force and effect and are binding upon any successor, reorganized Debtors, or chapter 7 or chapter 11 trustee applicable to the Debtors, notwithstanding entry of any order of conversion or dismissal ~~any such conversion, dismissal or order entry~~. Nothing contained in any chapter 11 plan confirmed in the Debtors' cases or in any order confirming such a plan, nor any order dismissing the cases or converting the cases to a case under chapter 7, shall conflict with or derogate from the provisions of the APA, any documents or instruments executed in connection therewith, or the terms of this Sale Order, provided however, that in the event of a conflict between this Sale Order and an express or implied provision of the APA, this Sale Order shall govern. The provisions of this Sale Order and any actions taken pursuant hereto shall survive any conversion or dismissal of the cases and the entry of any other order that may be entered in the cases, including any order (i) confirming any plan of reorganization; (ii) converting the cases from chapter 11 to chapter 7; (iii) appointing a trustee or examiner in the cases; or (iv) dismissing the cases.

22. The Transaction contemplated by the APA and other Transaction Documents are undertaken without collusion and in "good faith," as that term is defined in § 363(m) of the Bankruptcy Code. SGM is a good faith purchaser within the meaning of § 363(m) and, as such, is entitled to the full protections of § 363(m). Accordingly, the reversal or modification on appeal of the authorization provided herein by this Sale Order to consummate the Transaction shall not affect the validity of the sale of the Purchased Assets to SGM. The APA and the Transactions contemplated thereby cannot be avoided under § 363(n).

23. The failure to specifically include any particular provision of the APA or the other Transaction Documents in this Sale Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Bankruptcy Court that the Transaction, the APA and the other Transaction Documents be authorized and approved in their entirety. Likewise, all of the provisions of this Sale Order are non-severable and mutually dependent.

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24. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Rules 6004(h), 6006(d), 7062, or 9014, if applicable, or any other LBR or otherwise, this Sale Order shall not be stayed for 14-days after the entry hereof, but shall be effective and enforceable immediately upon entry pursuant to Rule 6004(h) and 6006(d). Time is of the essence in approving the Transaction (including the transfer and the sale of the Purchased Assets).

25. The automatic stay in effect pursuant to § 362 is hereby lifted with respect to the Debtors to the extent necessary, without further order of this Court, to (i) allow SGM to deliver any notice provided for in the APA and Transaction Documents and (ii) allow SGM to take any and all actions permitted under the APA and Transaction Documents in accordance with the terms and conditions thereof.

26. Unless otherwise provided in this Sale Order, to the extent any inconsistency exists between the provisions of the APA and this Sale Order, the provisions contained in this Sale Order shall govern.

27. This Court shall retain exclusive jurisdiction to interpret, construe, and enforce the provisions of the APA and this Sale Order in all respects, and further, including, without limitation, to (i) hear and determine all disputes between the Debtors and/or SGM, as the case may be, and any other non-Debtor party to, among other things, the Designated Contracts concerning, among other things, assignment thereof by the Debtors to SGM and any dispute between SGM and the Debtors as to their respective obligations with respect to any asset, liability, or claim arising hereunder; (ii) compel delivery of the Purchased Assets to SGM free and clear of Encumbrances, except with respect to the liens arising from the Special Assessments and the PACE Obligations; (iii) compel the delivery of the Purchase Price or performance of other obligations owed to the Debtors; (iv) interpret, implement, and enforce the provisions of this Sale Order; and (v) protect SGM against (A) claims made related to any of the Excluded Liabilities (as defined in the APA), (B) any claims of successor or vicarious liability (or similar claims or theories) related to the Purchased Assets or the Designated Contracts, or (C) any Encumbrances asserted on or against SGM or the Purchased Assets.

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28. Following the date of entry of this Sale Order, the Debtors and SGM are authorized to make changes to the APA and/or execute supplemental agreements implementing the transactions contemplated by the APA without the need for any further order of the Court provided that all such changes have been approved in writing by the Debtors, SGM, the Committee, the DIP Agent, and Prepetition Secured Creditors. Any other proposed changes to the APA or this Sale Order shall require a further order of the Court, after reasonable notice under the circumstances and a hearing.

29. Notwithstanding any other provision of this Sale Order or any other Order of this Court, no sale, transfer or assignment of any rights and interests of a regulated entity in any federal license or authorization issued by the FCC shall take place prior to the issuance of FCC regulatory approval for such sale, transfer or assignment pursuant to the Communications Act of 1934, as amended, and the rules and regulations promulgated thereunder. The FCC's rights and powers to take any action pursuant to its regulatory authority, including, but not limited to, imposing any regulatory conditions on such sales, transfers and assignments and setting any regulatory fines or forfeitures, are fully preserved, and nothing herein shall proscribe or constrain the FCC's exercise of such power or authority to the extent not inconsistent with the applicable provisions of the Bankruptcy Code.

30. To the extent the Purchased Assets contain records of the Verity Health System Retirement Plan A and Verity Health System Retirement Plan B (collectively, the "Pension Plans") or employment records of participants of the Pension Plans, SGM shall store, and preserve any such records until the Pension Benefit Guaranty Corporation ("PBGC") has completed its investigation regarding the Pension Plans and shall make such documents available to PBGC for inspection and copying. Such records include, but are not limited to, any Pension Plan governing documents, actuarial documents, and employment records (collectively, the "Pension Plan Documents"). The Debtors shall retain and not abandon any Pension Plan Documents that are not Purchased Assets no earlier than February 28, 2020, and shall make such documents available to the PBGC for inspection and copying.

31. No later than May 13, 2019, either (i) the Debtors will file a notice of a resolution of the issues regarding the transfer and/or proposed assumption and assignment or rejection of the

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Hospitals' Medi-Cal Provider Agreements or (ii) DHCS will file a supplemental objection to the proposed transfer of the Medi-Cal Provider Agreements. If necessary, the Debtors will file any reply to the supplemental objection no later than 4:00 p.m. (Pacific Time), on May 27, 2019, and a hearing will be held on the issues raised regarding the transfer and/or proposed assumption and assignment or rejection of the Medi-Cal Provider Agreements on June 5, 2019, at 10:00 a.m. (Pacific Time); and all parties' rights, claims, and defenses are preserved until that hearing. Nothing in this Sale Order shall apply to Medi-Cal Provider Agreements until and unless there is a Court order approving a settlement between the Debtors and the DHCS or a Court order resolving the DHCS's objections.

32. No later than May 13, 2019, either (i) the Debtors will file a notice of a resolution of the issues regarding the transfer and/or proposed assumption and assignment or rejection of the Hospitals' Medicare Provider Agreements or (b) HHS will file a supplemental objection to the proposed transfer of the Medicare Provider Agreements. If necessary, the Debtors will file any reply to the supplemental objection no later than 4:00 p.m. (Pacific Time), on May 27, 2019, and a hearing will be held on the issues raised regarding the transfer and/or proposed assumption and assignment or rejection of the Medicare Provider Agreements on June 5, 2019, at 10:00 a.m. (Pacific Time); and all parties' rights, claims, and defenses are preserved until that hearing. Nothing in this Sale Order shall apply to Medicare Provider Agreements until and unless there is a Court order approving a settlement between the Debtors and the HHS or a Court order resolving the HHS's objections.

33. In accordance with the terms of §§ 4.7 and 5.11 of the APA, the Debtors and SGM will negotiate regarding modification of applicable CBAs. To the extent the Debtors seek modification, rejection and/or termination of CBAs, they will comply with the requirements of § 1113, as applicable, and may do so before or after Closing under their discretion.

34. A continued hearing on the Cure Objections shall be held on June 5, 2019, at 10:00 a.m. (Pacific Time). As to the Currently Identified Designated Contracts, by no later than May 22, 2019, at 4:00 p.m. (Pacific Time), the Debtors shall file a notice containing a list of (a) the Cure Objections that have been resolved, and (b) the Cure Objections as to which Court intervention is required. As to the Cure Objections for which Court intervention is required, pursuant to the *Order*

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Approving Omnibus Stipulation Continuing Hearing on Certain Objections to Notice and Supplemental Notice of Contracts Designated for Assumption and Assignment [Docket No. 2183], the deadline for the Debtors to reply to the Cure Objections shall be May 29, 2019, at 4:00 p.m. (Pacific Time). ~~the following briefing schedule shall apply: (1) the Debtors' opposition to each outstanding Cure Objection shall be submitted by no later than May 22, 2019; and (2) the counterparties' reply in support of its Cure Objections shall be submitted by no later than May 29, 2019.~~ Nothing in this Sale Order constitutes a finding or determination on any Cure Objection. All Cure Objections are preserved until resolved either by agreement between the Debtors and the contract counterparty or further order of the Court.

35. As to any executory contracts or unexpired leases that were listed on the Initial Designated Contract List, but not listed on any prior Cure Notice, any counterparty thereto may file an objection to the cure amount or assumption thereof by May 22, 2019, and all other provisions in paragraph 34 shall apply to resolution thereof.

36. As to Subsequently Identified Designated Contracts, (i) promptly upon SGM's identifying such contract(s), the Debtors shall file a notice with the Court identifying all Subsequently Identified Designated Contracts no later than 30 days prior to Closing and provide service thereof in accordance with paragraph 16, and (ii) to the extent that any Subsequently Identified Designated Contracts were not listed on a Cure Notice, counterparties subject to contracts who object to assumption and/or the proposed cure amounts must file an objection no later than 14 days prior to Closing, and any reply shall be filed no later than 7 days prior to Closing. To the extent that a negotiated resolution cannot be achieved, any objections filed in connection with the Subsequently Identified Designated Contracts shall be adjudicated by the Court, which shall resolve any and all disputed issues related to the objection(s).

37. The California Attorney General, the Debtors, the Consultation Parties (as defined in the Bid Procedures Order) and SGM, reserve all rights, arguments and defenses concerning the California Attorney General's authority, if any, to review the sale under California Corporations Code §§ 5914–5924 and California Code of Regulations on Nonprofit Hospital Transactions—Title 11,

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Chapter 15, § 999.5, and any conditions issued thereto. Nothing in this Sale Order shall be construed as a waiver of the Attorney General's statutory and regulatory authority or other rights.

38. The Committee and the Prepetition Secured Creditors' rights, and their ability to participate and be heard at the hearings described in paragraphs 31 to 36 of this Sale Order, are hereby reserved. To the extent that the DIP Agent, DIP Lender, Prepetition Secured Creditors or the Committee desire to file pleadings related to such hearings, their respective times for filing an objection or response to any of the requests for relief described in paragraphs 31 to 37 herein shall be the same as granted to the Debtors pursuant to the notice in each such instance.

IT IS SO ORDERED.

###

Date: May 2, 2019

[redacted]
Ernest M. Robles
United States Bankruptcy Judge

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Notice of Proposed Submission and Request for Consent by:

SETON MEDICAL CENTER, ST. FRANCIS MEDICAL CENTER, AND ST. VINCENT MEDICAL CENTER

in Connection with its Asset Purchase Agreement

with

STRATEGIC GLOBAL MANAGEMENT, INC.

NELSON HARDIMAN
HEALTHCARE LAWYERS

Prepared for the Office of the Attorney General

California Department of Justice
Charitable Trusts Division

May 7, 2019

Binder 3 of 13

Title 11, California Code of Regulations, § 999.5(d)(1)(B)

Exhibit 4

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UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

In re

VERITY HEALTH SYSTEM OF CALIFORNIA, INC., *et al.*,

Debtors and Debtors In Possession.

☒ Affects All Debtors

☐ Affects Verity Health System of California, Inc.
☐ Affects O'Connor Hospital
☐ Affects Saint Louise Regional Hospital
☐ Affects St. Francis Medical Center
☐ Affects St. Vincent Medical Center
☐ Affects Seton Medical Center
☐ Affects O'Connor Hospital Foundation
☐ Affects Saint Louise Regional Hospital Foundation
☐ Affects St. Francis Medical Center of Lynwood Foundation
☐ Affects St. Vincent Foundation
☐ Affects St. Vincent Dialysis Center, Inc.
☐ Affects Seton Medical Center Foundation
☐ Affects Verity Business Services
☐ Affects Verity Medical Foundation
☐ Affects Verity Holdings, LLC
☐ Affects De Paul Ventures, LLC
☐ Affects De Paul Ventures - San Jose Dialysis, LLC

Debtors and Debtors In Possession.

Lead Case No. 2:18-bk-20151-ER

Jointly Administered With:
Case No. 2:18-bk-20162-ER
Case No. 2:18-bk-20163-ER
Case No. 2:18-bk-20164-ER
Case No. 2:18-bk-20165-ER
Case No. 2:18-bk-20167-ER
Case No. 2:18-bk-20168-ER
Case No. 2:18-bk-20169-ER
Case No. 2:18-bk-20171-ER
Case No. 2:18-bk-20172-ER
Case No. 2:18-bk-20173-ER
Case No. 2:18-bk-20175-ER
Case No. 2:18-bk-20176-ER
Case No. 2:18-bk-20178-ER
Case No. 2:18-bk-20179-ER
Case No. 2:18-bk-20180-ER
Case No. 2:18-bk-20181-ER

Hon. Judge Ernest M. Robles

DEBTORS' NOTICE OF MOTION AND MOTION FOR THE ENTRY OF (I) AN ORDER (1) APPROVING FORM OF ASSET PURCHASE AGREEMENT FOR STALKING HORSE BIDDER AND FOR PROSPECTIVE OVERBIDDERS; (2) APPROVING AUCTION SALE FORMAT, BIDDING PROCEDURES AND STALKING HORSE BID PROTECTIONS; (3) APPROVING FORM OF NOTICE TO BE PROVIDED TO INTERESTED PARTIES; (4) SCHEDULING A COURT HEARING TO CONSIDER APPROVAL OF THE SALE TO THE HIGHEST BIDDER; AND (5) APPROVING PROCEDURES RELATED TO THE ASSUMPTION OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (II) AN ORDER (A) AUTHORIZING THE SALE OF PROPERTY FREE AND CLEAR OF ALL CLAIMS, LIENS AND ENCUMBRANCES; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

Hearing:
Date: [TBD]
Time: [TBD]
Location: Courtroom 1568
255 E. Temple St., Los Angeles, CA

PLEASE TAKE NOTICE that at the above referenced date, time and location, Verity Health System of California, Inc., a California nonprofit public benefit corporation and the Debtor herein ("Verity"), and the above-referenced affiliated debtors, the debtors and debtors in possession in the above-captioned chapter 11 bankruptcy cases (collectively, the "Debtors"), will move (the "Motion"), pursuant to §§ 105(a), 363, and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.*, Rules 2002, 6004, 6006, 9007, and 9014 of the Federal Rules of Bankruptcy Procedure and Rules 6004-1(b) and 9013-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Central District of California ("LBR"), for the entry of:

I. An order (the "Bidding Procedures Order"):

(1) approving the form of the Asset Purchase Agreement, dated January 8, 2018 (the "Stalking Horse APA") between (i) Verity, Verity Holdings, LLC, a California limited liability company ("Verity Holdings"), St. Francis Medical Center, a California nonprofit public benefit corporation ("St. Francis Medical Center"), St. Vincent Medical Center, a California nonprofit public benefit corporation ("St. Vincent Medical Center"), St. Vincent Dialysis Center, Inc., a California nonprofit public benefit corporation ("St. Vincent Dialysis Center") and Seton Medical Center, a California nonprofit public benefit corporation ("Seton Medical Center"), on the one hand; and (ii) Strategic Global Management, Inc., a California corporation ("the "Stalking Horse Purchaser"), on the other hand, a true and correct copy of which is attached as **Exhibit A** hereto; pertaining to a sale of substantially all assets of St. Francis Medical Center, St. Vincent Medical Center, St. Vincent Dialysis Center and Seton Medical Center (the "Purchased Assets") to be used by (a) the Stalking Horse Purchaser as the stalking horse bidder for the Purchased Assets, and (b) any prospective overbidders (each an "Overbidder" and collectively, the "Overbidders") who seek to participate in a hoped for auction sale ("Auction") of the Purchased Assets;

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(2) approving the format, bidding procedures, and stalking horse bid protections (the "Bidding Procedures"), relating to the proposed Auction described below and in the attached Memorandum of Points and Authorities (the "Memorandum");

(3) approving the form of notice to be provided by the Debtors to their creditors and to be provided by the Debtors' investment banker to prospective Overbidders;

(4) scheduling the Auction for April 8, 2019 and April 9, 2019, and a hearing (the "Sale Hearing") on April 17, 2019, at 10:00 a.m. (subject to the availability of the Court), before the Court to consider approval of the sale of the Purchased Assets to the highest bidder;

(5) establishing procedures for the assumption and assignment to the Successful Bidder (as defined below) of executory contracts and unexpired leases in connection with the Sale and approving the form and manner of notice related thereto; and

II. An order (the "Sale Order") authorizing the Sale to the Successful Bidder, free and clear of all claims, liens and encumbrances; and

III. Granting related relief.

PLEASE TAKE FURTHER NOTICE that this Motion is based on this Notice of Motion and Motion, the Memorandum, the Declaration of Richard G. Adcock and the Declaration of James Moloney (to be filed prior to the hearing on the Motion), the *Declaration of Richard G. Adcock In Support of Emergency First-Day Motions* [Docket No. 8], supporting statements, arguments and representations of a counsel who will appear at the hearing on the Motion, the record in this case, and any other evidence properly brought before the Court in all other matters of which this Court may properly take judicial notice.

PLEASE TAKE FURTHER NOTICE that any party opposing or responding to the Motion must file and serve the response ("Response"), pursuant to LBR 9013-1(f), on the moving party and the United States Trustee not later than fourteen (14) days before the date designated for the hearing. A Response must be a complete written statement of all reasons in opposition

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thereto or in support, declarations and copies of all evidence on which the responding party intends to rely, and any responding memorandum of points and authorities.

PLEASE TAKE FURTHER NOTICE that, pursuant to LBR 9013-1(h), the failure to file and serve a timely objection to the Motion may be deemed by the Court to be consent to the relief requested herein.

Dated: January 17, 2019

DENTONS US LLP
SAMUEL R. MAIZEL
TANIA M. MOYRON

By */s/ Tania M. Moyron*
Tania M. Moyron

Attorneys for the Chapter 11 Debtors and Debtors In Possession

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Verity Health System of California, Inc., a California nonprofit public benefit corporation and the Debtor herein ("Verity"), and the above-referenced affiliated debtors, the debtors and debtors in possession in the above-captioned chapter 11 bankruptcy cases (collectively, the "Debtors"), seek entry of an order: (a) designating Strategic Global Management, Inc. ("SGM" or the "Stalking Horse Purchaser") as the stalking-horse bidder for St. Francis Medical Center, St. Vincent Medical Center, St. Vincent Dialysis Center, Seton Medical Center (collectively, the "Hospitals"), and related assets (collectively, the "Purchased Assets"), at a price of approximately $610 million ($420 million allocated to St. Francis Medical Center, $120 million allocated to St. Vincent Medical Center and $70 million allocated to Seton Medical Center and Seton Coastside combined), plus payment of Cure Costs (defined below) associated with any Assumed Leases and/or Assumed Contracts (the "Cash Consideration," and collectively, the "Stalking Horse Bid"); (b) setting bid procedures to establish guidelines for parties interesting in making an overbid; (c) scheduling an auction to be held on April 8, 2019 and April 9, 2019; and (d) scheduling a sale hearing for the Court to approve the winning bidder.

The Debtors have vigorously marketed the Purchased Assets and believe that the Stalking Horse Bid represents a fair market value for the Purchased Assets. Moreover, SGM is a buyer who will maintain the healthcare characteristics of St. Francis Medical Center, St. Vincent Medical Center, St. Vincent Dialysis Center and Seton Medical Center, continuing patient care for the communities served by the Hospitals and healthcare providers. Nonetheless, the Debtors are hopeful that there will be an auction which may result in overbids. Based on the foregoing, and for the reasons set forth below in greater detail, the Debtors respectfully request that the Court grant the Motion.

II. JURISDICTION AND VENUE

The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The venue of these Cases is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

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III. STATEMENT OF FACTS

A. GENERAL BACKGROUND

1. On August 31, 2018 ("Petition Date"), the Debtors each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").[1] Since the commencement of their cases, the Debtors have been operating their businesses as debtors in possession pursuant to §§ 1107 and 1108.

2. Debtor VHS, a California nonprofit public benefit corporation, is the sole corporate member of five Debtor California nonprofit public benefit corporations that operate six acute care hospitals, including the Hospitals and other facilities in the state of California. *See Declaration of Richard G. Adcock In Support of Emergency First-Day Motions* [Docket No. 8] (the "Adcock First-Day Declaration").

3. St. Francis Medical Center ("St. Francis") owns real property commonly known as: (i) 3630 E. Imperial Highway Lynwood, CA 90262, including the patient tower and all of the facilities thereon; (ii) 2700 E. Slauson Ave, Huntington Park, CA 90255, and the Huntington Park Medical Office Building thereon; and (iii) 5953 S. Atlantic Blvd. 5, Maywood, CA 90270, and Maywood Medical Office Building thereon. *See* Adcock First-Day Declaration.

4. St. Francis (i) operates a 384 licensed bed, general acute care hospital located at 3630 East Imperial Highway in Lynwood, California; (ii) has an emergency department with 46 licensed emergency treatment stations and is designated a Level II Trauma Center; (iii) has nine surgical operating rooms and three cardiac catheterization labs for inpatient and outpatient cardiac catheterization services; (iv) offers a comprehensive range of services, including emergency and trauma care, neonatal intensive, cardiovascular, oncology, pediatrics, behavioral health, and maternity and child services; and (v) offers various outpatient services, including ambulatory surgical services, laboratory services, imaging services, infusion therapy, nuclear medicine services, respiratory therapy, and physical therapy. Other outpatient services are provided at the following clinics: Orthopedics Clinic, Wound Care Clinic, Industrial Clinic, Lynwood Clinic,

[1] All references to section or chapter herein are to the Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.*, as amended. All references to Rules are to the Federal Rules of Bankruptcy Procedure.

Downey Clinic , and Huntington Park Clinic. St. Francis is accredited by The Joint Commission. *See* Adcock First-Day Declaration.

5. As of the Petition Date, St. Francis employed approximately 2,017 employees, of which 1,583 are full-time, 136 are part time, and 298 are per diem. St. Francis was incorporated in 1983 and is governed by a Board of Trustees. *See* Adcock First-Day Declaration.

6. St. Vincent Medical Center ("St. Vincent") owns real property commonly known as: (i) 2131 W 3rd Street, Los Angeles, CA 90057, including the hospital and all of the facilities located thereon; and (ii) vacant land in Salton Sea, California. St. Vincent was founded as the first hospital in Los Angeles in 1856. In 1971, a new facility was constructed at St. Vincent's current location at 2131 West Third Street, Los Angeles, CA 90057. It has expanded to a 366 licensed bed, regional acute care, tertiary referral facility, specializing in cardiac care, cancer care, total joint and spine care, and multi-organ transplant services. St. Vincent serves both local residents and residents from Los Angeles, San Bernardino, Riverside, and Orange Counties. As a provider of healthcare services for a high percentage of elderly patients, many of the St. Vincent Medical Center's services and programs are focused on the treatment of various chronic diseases. *See* Adcock First-Day Declaration.

7. As of the Petition Date, St. Vincent employed approximately 1,099 employees, of which 897 are full-time, 42 are part time and 160 are per diem. *See* Adcock First-Day Declaration.

8. St. Vincent is the sole corporate member of the St. Vincent Dialysis Center, located on the hospital's campus. The St. Vincent Dialysis Center provides dialysis services for kidney disease patients, including hemodialysis and isolated ultrafiltration treatments as part of St. Vincent's end-stage renal disease program. *See* Adcock First-Day Declaration.

9. Seton Medical Center ("Seton") owns (i) real property commonly known as 1900 Sullivan Avenue, Daly City, CA 94015, and the hospital and the facilities thereon (the "Daly Property"), and (ii) an employee parking lot on the Daly Property. Seton Medical Center was originally founded as Mary's Help Hospital by the Daughters of Charity of St. Vincent De Paul in 1893. The original facility was destroyed in the San Francisco Earthquake of 1906, and by 1912,

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Mary's Help Hospital reopened a new facility in San Francisco. In 1965, the hospital was moved to its current location at 1900 Sullivan Avenue in Daly City. The hospital was renamed Seton Medical Center in 1983, is currently licensed for 357 beds and serves residents from San Francisco and San Mateo areas. Seton has an emergency department with 18 licensed treatment stations. It also has 13 surgical operating rooms and three cardiac catheterization labs. Of the hospital's 83 licensed skilled nursing beds, 39 are in suspense, and the remaining 44 beds are utilized as subacute care beds. Additionally, the hospital has 24 licensed acute psychiatric beds which have been placed in suspense. The hospital has a broad spectrum of medical services, including cancer, cardiac, emergency, surgical, rehabilitation, respiratory, orthopedic, and sub-acute care. The hospital is accredited by The Joint Commission. Seton Medical Center and Seton Coastside share a consolidated license. *See* Adcock First-Day Declaration.

10. Seton also operates Seton Medical Center Coastside ("Seton Coastside") located at 600 Marine Blvd, Moss Beach, CA 94038. Seton Coastside was founded as Moss Beach Rehabilitation Hospital in 1970. In 1980, the City of Half Moon Bay acquired ownership of the hospital and signed an agreement for Daughters of Charity to manage operations of the hospital and rename it St. Catherine's Hospital. In 1993, St. Catherine's Hospital became Seton Coastside when it became integrated with Seton Medical Center. Today, Seton Coastside is licensed for 116 skilled nursing beds and five general, acute-care beds. Seton Coastside also operates the only 24-hour "standby" Emergency Department along the 55-mile stretch between Santa Cruz and Daly City. Under a consolidated license, Seton Medical Center and Seton Coastside share the same Board of Directors, executive leadership team, charity care policies, and union collective bargaining agreements. *See* Adcock First-Day Declaration.

11. As of the Petition Date, Seton Medical Center and Seton Coastside employed approximately 1,340 employees, of which 516 are full-time, 551 are part time and 273 are per diem. *See* Adcock First-Day Declaration.

12. Verity Holdings, LLC ("Holdings") is a direct subsidiary of its sole member VHS and was created in 2016 to hold and finance VHS' interests in four medical office buildings whose tenants are primarily physicians, medical groups, healthcare providers, and certain of the

VHS Hospitals. Holdings' real estate portfolio includes more than 15 properties. Holdings is the borrower on approximately $66.2 Million of non-recourse financing secured by separate deeds of trust and revenue and accounts pledges, including the rents on each medical office building. *See* Adcock First-Day Declaration.

13. Previously, the Hospitals were owned by the Daughters of Charity Healthcare System ("DCHS"). Despite continuous efforts to improve operations, operating losses continued to plague the health system due to, among other things, mounting labor costs, low reimbursement rates and the ever-changing healthcare landscape. In 2013, DCHS actively solicited offers for its hospitals. *See* Adcock First-Day Declaration.

14. In early 2014, DCHS announced that they were beginning a process to evaluate strategic alternatives for the health system. Throughout 2014, DCHS explored offers to sell their hospital system, including the Hospitals, and, in October of 2014, they entered into an agreement with Prime Healthcare Services and Prime Healthcare Foundation (collectively, "Prime") to sell the health system. However, to keep the hospitals open, DCHS needed to borrow $125 Million to mitigate immediate cash needs during the sales process; in other words, to allow DCHS to continue to operate until the sale could be consummated. In early 2015, the California Attorney General consented to the sale to Prime, subject to conditions on that sale that were so onerous that Prime terminated the transaction. *See* Adcock First-Day Declaration.

15. In 2015, DCHS again marketed their health system for sale, and, again, focused on offers that maintained the health system as a whole, and assumed all the obligations. In July 2015, the DCHS Board of Directors selected BlueMountain Capital Management LLC ("BlueMountain"), a private investment firm, to recapitalize its operations and transition leadership of the health system in the restructured Verity Health System (the "BlueMountain Transaction").

16. In connection with the BlueMountain Transaction, BlueMountain agreed to make a capital infusion of $100 Million to the health system, arrange loans for another $160 Million to the health system, and manage operations of the health system, with an option to buy the health system at a future time. In addition, the parties entered into a System Restructuring and Support

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Agreement (the "Restructuring Agreement"), DCHS's name was changed to Verity Health System.

17. On December 3, 2015, the California Attorney General approved the BlueMountain Transaction, subject to conditions. Despite BlueMountain's infusion of cash and retention of various consultants and experts to assist in improving cash flow and operations, the health system did not prosper.

18. In July 2017, NantWorks, LLC ("NantWorks") acquired a controlling stake in Integrity Healthcare, LLC. NantWorks brought in a new CEO, CFO, and COO. NantWorks loaned another $148 Million to the Debtors.

19. Despite the infusion of capital and new management, it became apparent that the problems facing the Verity Health System were too large to solve without a formal court supervised restructuring. Thus, despite VHS' great efforts to revitalize its Hospitals and improvements in performance and cash flow, the legacy burden of more than a billion dollars of bond debt and unfunded pension liabilities, an inability to renegotiate collective bargaining agreements or payor contracts, the continuing need for significant capital expenditures for seismic obligations and aging infrastructure, and the general headwinds facing the hospital industry, made success impossible. Losses continue to amount to approximately $175 Million annually on a cash flow basis.

20. Prior to the Petition Date, the Debtors engaged in substantial efforts to market and sell their assets. In June 2018, the Debtor engaged Cain Brothers, a division of KeyBanc Capital Markets ("Cain"), to identify potential buyers of some or all of the Verity hospitals and related assets and commenced discussions with those potential buyer.

B. FACTS RELEVANT TO MOTION

21. Cain prepared a Confidential Investment Memorandum (the "CIM") and organized an online data site to share information with potentially buyers and contacted over 110 strategic and financial buyers beginning in July 2018 to solicit their interest in exploring a transaction regarding the Debtors.

22. By August 2018, as a result of its ongoing and broad marketing process, Cain had

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received 11 Indications of Interest ("IOI"), and postpetition Cain continued to develop potential sales. The Debtors, in consultation with Cain and its other advisors, selected SGM's offer from one or more stalking horse bidder(s) to acquire the Purchased Assets through a sale under § 363.

23. Additional background facts on the Debtors, including an overview of the Debtors' business, information on the Debtors' capital structure and additional events leading up to these chapter 11 cases, are contained in the First-Day Declaration.

24. On September 14, 2018, the Office of the United States Trustee appointed an Official Committee of Unsecured Creditors (the "Official Committee") in these chapter 11 Cases. [Docket No. 197].

C. BIDDING PROCEDURES

25. As indicated above, a true and correct copy of the Stalking Horse APA, entered into between certain Debtors (Verity, Verity Holdings, St. Francis Medical Center, St. Vincent Medical Center, St. Vincent Dialysis Center and Seton Medical Center) and the Stalking Horse Purchaser, is attached hereto as **Exhibit A**. The bidding procedures (the "Bidding Procedures") are referenced, in part, in Article 6 of the Stalking Horse APA and set forth in a separate scheduled attached thereto.

26. Set forth below are the Bidding Procedures to be employed in connection with the sale of (i) the Purchased Assets, and (ii) the assets not otherwise enumerated in the Stalking Horse APA but associated with the ownership or operation of the Hospitals (the "Other Assets").

a. Provisions Governing Qualifications of Bidders

27. Unless otherwise ordered by the Court or as set forth in these procedures, in order to participate in the bidding process, each person, other than the Stalking Horse Purchaser, who wishes to participate in the bidding process must deliver, prior to the Bid Deadline (defined herein), the following to the Debtors:

a) a written disclosure of the identity of each entity that will be bidding for the Purchased Assets or and/or the Other Assets or otherwise participating in connection with such bid; and

b) an executed confidentiality agreement (to be delivered prior to the distribution of any confidential information by the Debtors) in form and substance satisfactory to the Debtors and which shall inure to the benefit

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of any purchaser of the Purchased Assets and/or the Other Assets; without limiting the foregoing, each such confidentiality agreement shall contain standard non-solicitation provisions.

28. A bidder that delivers the documents and information described above and that the Debtors determine, after consultation with the Official Committee of Unsecured Creditors, the Prepetition Secured Creditors,[2] and any other party deemed appropriate within the business judgment of the Debtors (collectively, the "Consultation Parties") in their reasonable business judgment, is likely (based on availability of financing, experience, and other considerations) to be able to consummate the sale, will be deemed a potential bidder ("Potential Bidder").

b. Due Diligence

29. The Debtors will afford any Potential Bidder such due diligence access or additional information as the Debtors, in consultation with their advisors, deem appropriate, in their reasonable discretion. The due diligence period shall extend through and including the relevant Bid Deadline; provided, however, that any bid submitted under these procedures shall be irrevocable until at least the selection of the Successful Bidder(s) (defined herein) and any Back-Up Bidder(s) (defined herein).

c. Provisions Governing Qualified Bids

30. A bid submitted by a Potential Bidder will be considered a Qualified Bid (each, a "Qualified Bid," and each such Potential Bidder thereafter a "Qualified Bidder") only if the bid complies with the following requirements:

a) it states that the applicable Qualified Bidder offers to purchase, in cash, some or all of the Purchased Assets and/or the Other Assets;

b) it identifies with particularity the portion of the Purchased Assets and/or the Other Assets the Qualified Bidder is offering to purchase;

c) it allocates with specificity the portion of the purchase price offered that the Qualified Bidder attributes to St. Francis Medical Center, St. Vincent Medical

[2] As such term is defined in the *Final Order (I) Authorizing Postpetition Financing, (II) Authorizing Use of Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, and (VI) Granting Related Relief* (the "Final DIP Order") [Docket No. 409].

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Center, and Seton Medical Center, and Seton Coastside, and each of the Other Assets, respectively;[3]

d) it includes a signed writing that the Qualified Bidder's offer is irrevocable until the selection of the Successful Bidder and the Back-Up Bidder, provided that if such bidder is selected as the Successful Bidder or the Back-Up Bidder then the offer shall remain irrevocable until the earliest of (i) the closing of the transaction with the Successful Bidder, (ii) in the case of the Successful Bidder, a termination of the Qualified Bid pursuant to the terms of the Successful Bidder Purchase Agreement and (iii) with respect to the Back-up Bidder, the time specified in paragraph 44 below;

e) it includes confirmation that there are no conditions precedent to the Qualified Bidder's ability to enter into a definitive agreement and that all necessary internal governance and shareholder approvals have been obtained prior to the bid;

f) it sets forth each third-party, regulatory and governmental approval required for the Qualified Bidder to consummate the transaction and the time period within which the Qualified Bidder expects to receive such approvals and establishes a substantial likelihood that the Qualified Bidder will obtain such approvals by the stated time period;

g) it includes a duly authorized and executed copy of a purchase or acquisition agreement in the form of the Stalking Horse APA (a "Purchase Agreement"), including the purchase price for some or all of the Purchased Assets and/or the Other Assets, or both, expressed in U.S. Dollars, together with all exhibits and schedules thereto, together with copies marked to show any amendments and modifications to the Stalking Horse APA ("Marked Agreement");

h) it is not subject to any financing contingency and includes written evidence of a firm ability to have the funding necessary to consummate the proposed transaction, that will allow the Debtors to make a reasonable determination, in consultation with the Consultation Parties, as to the Qualified Bidder's financial and other capabilities to consummate the transaction contemplated by the Purchase Agreement;

i) if the bid is for all of the Purchased Assets, it must have a value to the Debtors, in the Debtors' exercise of its reasonable business judgment, after consultation with its advisors and the Consultation Parties, that is greater than or equal to the sum of the value offered under the Stalking Horse APA, plus (i) the amount of the Break-Up Fee ($21,350,000.00); (ii) the amount of the expense reimbursement ($2,000,000.00); and (iii) $7,000,000.00 (the "Initial Bidding Increment," and, together with the Break-Up Fee and the Expense Reimbursement, the "Minimum Qualified Bid");

[3] For the avoidance of doubt, such allocation shall not be binding on the Debtors, their estates or any Consultation Party.

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j) if the bid is a partial bid (the "Partial Bid"),[4] the terms of paragraph (i) immediately above shall not apply but the terms of paragraph (o) below concerning the Good Faith Deposit shall expressly apply in order to be a bid qualified to participate in the Partial Bid Auction (as defined below) (each, a "Partial Bid Auction Qualified Bid"). In the event that the Debtors aggregate Partial Bids, the Partial Bid purchasers' responsibility for the Break-Up Fee, the Expense Reimbursement, and the Initial Bidding Increment shall be reasonably allocated to each Partial Bid purchaser, and in no event shall the Stalking Horse Purchaser be entitled to more than one Break-Up Fee and/or Expense Reimbursement;

k) it identifies with particularity which (i) executory contracts and unexpired leases the Qualified Bidder wishes the Debtors to assume and assign to it, and (ii) Purchased Assets and/or Other Assets, subject to purchase money liens or the like, the Qualified Bidder wishes to acquire and therefore pay the associated purchase money financing;

l) it contains sufficient information concerning the Qualified Bidder's ability to provide adequate assurance of future performance with respect to executory contracts and unexpired leases the Qualified Bidder wishes the Debtors to assume and assign to it;

m) it includes an acknowledgement and representation that the Qualified Bidder: (A) has had an opportunity to conduct any and all required due diligence regarding the Purchased Assets and/or Other Assets prior to making its offer and that the offer is not subject to any further due diligence or the need to raise capital/financing to consummate the proposed transaction; (B) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Purchased Assets and/or Other Assets in making its bid; (C) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Purchased Assets and/or Other Assets or the completeness of any information provided in connection therewith or with the relevant Auction (defined below), except as expressly stated in the Purchase Agreement; and (D) is not entitled to any expense reimbursement, break-up fee, or similar type of payment in connection with its bid;

o) unless it is a Credit Bid (as defined below), it is accompanied by a (i) good faith deposit in the form of a wire transfer (to a bank account specified by the Debtors), certified check or such other form of cash or cash equivalent acceptable to the Debtors, payable to the order of the Debtors (or such other party as the Debtors may determine) in an amount equal to (a) 20% of purchase price for bids under $5 million; (b) for bids greater than $5 million and less than $100 million, the greater of: (i) $1 million or (ii) 10% of purchase price; (c) for bids greater than $100 million, the greater of (i) $10 million or (ii) 5% of purchase price (collectively, the "Good Faith Deposit"), which Good Faith Deposit shall, be forfeited if such bidder is the Successful Bidder and breaches its obligation to close; and (ii) if the

[4] A Partial Bid shall mean a bid for less than all of the Purchased Assets.

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Qualified Bid is a bid made by a secured creditor of the Debtors (a "Credit Bid Bidder") who intends to make a credit bid (each, a "Credit Bid Bid"), evidence of (a) the basis for and property covered by such Credit Bid Bidder's secured claim, (b) the amount of such Credit Bid Bidder's claim that is secured by the property in question, (c) whether it is the senior secured claim on the property (x) prepetition and (y) as of the date of the request to be a Qualified Bidder, as well as (d) evidence of the resolution of any Challenge to such Credit Bid Bidder's secured claim within the meaning of the Final DIP Order.

p) it contains a detailed description of how the Qualified Bidder intends to treat current employees of the Debtors;

r) it identifies the person(s) and their title(s) who will attend the relevant Auction, and confirms that such person(s) have authority to make binding Overbids (defined below) at such Auction

s) it contains such other information reasonably requested by the Debtors; and

t) it is received prior to the Bid Deadline.

31. The Debtors, in consultation with the Consultation Parties (who shall receive copies of the Purchase Agreements relating to any bids cast pursuant to these Bidding Procedures as soon as reasonably practicable), may qualify any bid that meets the foregoing requirements as a Qualified Bid. Notwithstanding the foregoing, the Stalking Horse Purchaser is deemed a Qualified Bidder and the Stalking Horse APA is deemed a Qualified Bid, for all purposes in connection with the Bidding Process, the Auctions, and the Sale.

32. The Debtors shall notify the Consultation Parties, the Stalking Horse Purchaser, all Qualified Bidders and the Notice Parties in writing as to whether or not any bids constitute Qualified Bids (and with respect to each Qualified Bidder that submitted a bid as to whether such Qualified Bidder's bid constitutes a Qualified Bid) and provide copies of the Purchase Agreements relating any such Qualified Bid to the Consultation Parties, the Stalking Horse Purchaser and such Qualified Bidders, and the Notice Parties on the earlier of (1) the date that any bid other than the Stalking Horse Bid has been deemed a Qualified Bid, or (2) two business days prior to the Partial Bid Auction.

d. Bid Deadline

33. In order to be eligible to participate in the Auction, a Qualified Bidder that desires

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to make a bid will deliver written copies of its bid to the following parties (collectively, the "Notice Parties"): (i) counsel to the Debtors: Dentons US LLP, 601 S. Figueroa Street, Suite 2500, Los Angeles, CA 90017 (Attn: Tania M. Moyron (tania.moyron@dentons.com)); (ii) the Debtors' Investment Banker: Cain Brothers, a division of KeyBanc Capital Markets, 1 California Street, Suite 2400, San Francisco, CA 94111 (Attn: James Moloney (jmoloney@cainbrothers.com)); (iii) counsel to the Official Committee: Milbank, Tweed, Hadley & McCloy LLP, 2029 Century Park East, 33rd Floor, Los Angeles, CA 90067 (Attn: Gregory A. Bray (gbray@milbank.com); (iv) counsel to the Master Trustee and Series 2005 Bond Trustee: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, MA 02111 (Attn: Daniel S. Bleck and Paul Ricotta (dsbleck@mintz.com, pricotta@mintz.com)); (v) counsel to the Series 2015 and Series 2017 Notes Trustee: Maslon, LLP, 3300 Wells Fargo Center, 90 South Seventh Street, Minneapolis, MN 55402 (Attn: Clark Whitmore (clark.whitmore@maslon.com)), so as to be received by the Notice Parties not later than March 29, 2019, at 4:00 p.m. (prevailing Pacific Time) for partial bids (the "Partial Bid Deadline") or April 3, 2019, at 4:00 p.m. (prevailing Pacific Time) for full bids (the "Bid Deadline").

e. Credit Bidding

34. Any party with a valid, properly perfected security interest in any of the Purchased Assets and/or Other Assets (which is not subject to a pending Challenge within the meaning of the Final DIP Order) may credit bid for such Purchased Assets and/or Other Assets in connection with the Sale in accordance with and pursuant to § 363(k), except as otherwise limited by the Debtors for cause; provided, however, that any party seeking to credit bid may not credit bid unless such bid provides that all secured creditors with security interests on such Purchased Assets and/or Other Assets that are senior to such junior security interest are to be paid in cash in connection with such junior creditor's bid. Any credit bids made by secured creditors shall not impair or otherwise affect the Stalking Horse Purchaser's entitlement to the benefits of the Bidding Procedures and related protections granted under the Bidding Procedures Order.

f. Evaluation of Competing Bids

35. A Qualified Bid will be valued based upon several factors including, without

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limitation: (i) the amount of such bid; (ii) the risks and timing associated with consummating such bid; (iii) any proposed revisions to the form of Stalking Horse APA; and (iv) any other factors deemed relevant by the Debtors in their reasonable discretion, in consultation with the Consultation Parties, including the amount of cash included in the bid.

g. No Qualified Bids

36. If the Debtors do not receive any Qualified Bids other than the Stalking Horse APA, the Debtors will not hold an auction and the Stalking Horse Purchaser will be named the Successful Bidder for the Purchased Assets. If the Debtors receive one or more qualified Partial Bid Auction Qualified Bids and, after the Partial Bid Auction contemplated by paragraphs 37 and 38 below (and Section H in the Bidding Procedures Schedule 6.1(b)(3) annexed to the Stalking Horse APA), the Debtors will determine, in consultation with the Consultation Parties, if there are any Partial Bidders that will not be qualified to participate at the Full Bid Auction

h. Auction Process

37. If the Debtors receive one or more Partial Bid Auction Qualified Bids as set forth above, the Debtors will conduct separate auctions of each asset or combinations thereof (each, a "Partial Bid Auction"). Any Partial Bidder holding a Partial Bid Auction Qualified Bid shall be entitled to bid on any assets in any Partial Bid Auction(s). The procedures below for the Full Bid Auction shall apply to the Partial Bid Auction, except as where otherwise indicated. The Debtors will conduct the Partial Bid Auction(s), which shall be transcribed, on April 8, 2019 at 10:00 a.m. (prevailing Pacific Time) at the offices of Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, CA 90017, or such other location as shall be timely communicated to all entities entitled to attend the Auction.

38. The Partial Bid Auction Qualified Bids determined by the Debtors, in consultation with the Consultation Parties, at the Partial Bid Auction(s) (as set forth above) to be eligible to participate at the Full Bid Auction, including (without limitation) the highest and best bids for each asset (the "Winning Partial Bids") shall be permitted to participate in the Full Bid Auction (as defined below) of the Purchased Assets and/or the Other Assets, except that:

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(a) If the Partial Bids, at the conclusion of the Partial Bid Auction, include all four APA Facilities and exceed, in the aggregate, the Purchase Price in the Stalking Horse APA, there will be a Full Bid Auction (as defined below) and (1) the Stalking Horse Purchaser may overbid in the aggregate for all four APA Facilities, or (2) the Stalking Horse Purchaser may bid for less than the four APA Facilities and be entitled to a pro-rata Break-Up Fee for the APA Facilities which the Stalking Horse Purchaser does not acquire, as specified in the Stalking Horse APA at Section 6.26 (b)(2);

(b) If the Partial Bids do not include all four APA Facilities, and if there are no other Qualified Full Bids, then Seller, in its discretion, after consultation with the Consultation Parties, may choose, at the conclusion of the Partial Bid Auction, (1) to have no Full Bid Auction and the Stalking Horse Purchaser will purchase the four APA Facilities pursuant to the Stalking Horse APA, or (2) if the Debtor and Consultation Parties deem the aggregate designated Winning Partial Bid(s) to be sufficient to warrant leaving one or more APA Facilities behind (the "Remaining Facility"), the Stalking Horse Purchaser shall have the option of (i) acquiring the Remaining Facility at the allocated price in the Stalking Horse APA, (ii) overbidding one or more of the Partial Bids, or (iii) terminating the Stalking Horse APA. In either event, the Stalking Horse Purchaser shall be entitled to the Break-Up Fee for all of the APA Facilities not acquired by the Stalking Horse Purchaser.

39. If the Debtors receive, in addition to the Stalking Horse APA, one or more Qualified Full Bids (and/or a combination of Winning Partial Bids from the Partial Bid Auction(s) seeking, on aggregate basis, to purchase all or substantially all of the Purchased Assets and/or the Other Assets), the Debtors will conduct a full bid auction of the Purchased Assets and/or the Other Assets (the "Full Bid Auction"), which shall be transcribed, on April 9, 2019 (the "Full Bid Auction Date"), at 10:00 a.m. (prevailing Pacific Time), at the offices of Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, CA 90017, or such other location as shall be timely communicated to all entities entitled to attend the Auction.

The Full Bid Auction shall be conducted in accordance with the following procedures:

a) only the Debtors, the Stalking Horse Purchaser, Qualified Bidders who have timely submitted a Qualified Bid, the U.S. Trustee, and the Consultation Parties, and their respective advisors, and other parties who request and receive authority to attend the auction in advance from the Debtors may attend the Auction;

b) only the Stalking Horse Purchaser and the Qualified Bidders who have timely submitted Qualified Bids will be entitled to make any subsequent bids at the Auction;

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c) each Qualified Bidder shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the sale;

d) all Qualified Bidders who have timely submitted Qualified Bids will be entitled to be present for all Subsequent Bids (defined herein) at the relevant Auction and the actual identity of each Qualified Bidder will be disclosed on the record at the relevant Auction; provided that all Qualified Bidders wishing to attend the relevant Auction must have at least one individual representative with authority to bind such Qualified Bidder attending the relevant Auction in person;

e) the Debtors, after consultation with the Consultation Parties, and the Stalking Horse Purchaser, may employ and announce at the relevant Auction additional procedural rules that are (i) reasonable under the circumstances for conducting the relevant Auction, (ii) in the best interest of the Debtors' estates; provided, however, that rules (i) are disclosed to the Stalking Horse Purchaser and each Qualified Bidder participating in the Auction, and (ii) are not inconsistent with the Bid Protections, the Stalking Horse APA, the Bankruptcy Code, or any order of the Court entered in connection herewith;

f) bidding at the relevant Auction will begin with a bid determined by the Debtors after consulting with the Consultation Parties as being the then highest and best bid which will be announced by the Debtors prior to the commencement of the Auction (the "Baseline Bid"). The Auction will continue in bidding increments to be determined in the discretion of the Debtors, in consultation with the Consultation Parties (each a "Overbid"), and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders who submitted Qualified Bids and are in attendance at the Auction (including, without limitation, Winning Partial Bids), as well as to the Notice Parties;

g) the initial Overbid, if any, shall provide for total consideration to Debtors with a value that exceeds the value of the consideration under the Baseline Bid by an incremental amount. Additional consideration in excess of the amount set forth in the respective Baseline Bid must include: (i) cash and/or (ii) in the case of a Qualified Bidder (including, without limitation, with respect to any Winning Partial Bids) that is a Credit Bid Bidder that has a valid and perfected lien (not subject to a Challenge within the meaning the Final DIP Order) on any of the Purchased Assets and/or the Other Assets, a Credit Bid of up to the full amount of such Credit Bidder's allowed perfected lien, subject to § 363(k) and any other restrictions set forth herein; and

h) at the Full Bid Auction, the Stalking Horse Purchaser may, subject to the terms and conditions set forth herein, elect to bid for the Purchased Assets as described in the Bid Procedures Order. In the alternative, the Stalking Horse Purchaser, and any bidder with a Qualified Full Bid, (a) may elect to bid against any one or more of the Winning Partial Bidders for the assets subject to the relevant Partial Bid(s), in lieu of seeking to acquire such Purchased Assets and/or Other Assets by means of the Stalking Horse Bid or another Qualified Full Bid; and (b) if successful with its Overbids for such assets, replace the Winning Partial Bidder(s) as the proponent of the relevant Winning Partial Bids or Aggregate Winning Partial Bid as to such

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assets. In the event that the Stalking Horse Purchaser or another bidder so elects, and as long as the Stalking Horse Purchaser or another bidder so bids, the Winning Partial Bidders must continue to present qualified Winning Partial Bids (i.e., bids as to which the aggregate of all still pending Winning Partial Bids is greater than or equal to the then Prevailing Highest Bid) for the Purchased Assets and/or the Other Assets in each round to continue to bid as Winning Partial Bidders in the Full Bid Auction. In addition, the Debtors may elect, in their discretion, after consultation with the Consultation Parties, to allow Partial Bidders to bid for all or substantially all the Purchased Assets and/or the Other Assets subject to augmenting its Good Faith Deposit, as necessary, or to allow proponents of Full Bids to bid for less than all or substantially all of the Purchased Assets and/or the Other Assets in any given round of the Auction, provided that in any given round there is a Full Bid or an Aggregate Partial Bid that is superior to Prevailing Highest Bid that is then subject to acceptance by the Debtors and binding on the Stalking Horse Purchaser or another Qualified Bidder. In all events, (i) any such Overbid shall continue to comply with all of the requirements for Qualified Bids set forth in Section C of these Bidding Procedures; and (ii) the bidder submitting such a modified Qualified Bid or Qualified Partial Bid shall furnish to the Debtors and the Consultation Parties, within twenty-four (24) hours of the conclusion of the Auction, a revised Purchase Agreement and Marked Agreement showing all amendments and modifications to the Stalking Horse APA and the Sale Order.

i. Selection of Successful Bid

40. Prior to the conclusion of the relevant Auction, the Debtors, in consultation with the Consultation Parties, will review and evaluate each Qualified Bid in accordance with the procedures set forth herein and determine which offer or offers are the highest or otherwise best from among the Qualified Bids submitted at the relevant Auction (one or more such bids, collectively the "Successful Bid" and the bidder(s) making such bid, collectively, the "Successful Bidder"), and communicate to the Qualified Bidders the identity of the Successful Bidder and the details of the Successful Bid. The determination of the Successful Bid by the Debtors at the conclusion of the relevant Auction shall be subject to approval by the Court. If selected, at the conclusion of the Partial Bid Auction, as the Winning Partial Bidder or the Back-Up Bidder in accordance with by paragraphs 37 and 38 above (and Section H in the Bidding Procedures Schedule 6.1(b)(3) annexed to the Stalking Horse APA), then such party or parties, prior to the Full Bid Auction, shall increase its Good Faith Deposit in the amount set forth in above in paragraph 30, subsection (o), or as determined by the Seller in consultation with the Consultation Parties; provided, however, if a party or parties are bidding on all four APA Facilities, the deposit

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will be no less than $30,000,000. If selected as the Successful Bidder or the Back-Up Bidder at the conclusion of the Full Bid Auction, each of the Successful Bidder and the Back-Up Bidder shall, within forty-eight (48) hours, increase its Good Faith Deposit to the sum of five percent (5%) of the Successful Bid or Back-Up Bid, as applicable. If the Successful Bidder fails to increase the Good Faith Deposit within forty-eight (48) hours of the Auction conclusion date (the "Final Deposit"), then (1) the Successful Bidder forfeits its Good Faith Deposit, and (2) the Successful Bid is nullified (i.e., the Back-Up Bidder becomes the Successful Bidder in the amount of its last bid).

41. Unless otherwise agreed to by the Debtors and the Successful Bidder, within two (2) business days after the conclusion of the relevant Auction, the Successful Bidder shall complete and execute all agreements, contracts, instruments, and other documents evidencing and containing the terms and conditions upon which the Successful Bid was made. Within forty-eight (48) hours following the conclusion of the relevant Auction, the Debtors shall file a notice identifying the Successful Bidder(s) and Back-Up Bidders with the Court and shall serve such notice by fax, email, or if neither is available, by overnight mail to all counterparties whose contracts are to be assumed and assigned.

42. The Debtors will sell the Purchased Assets and (to extent included in an Overbid) the Other Assets to the Successful Bidder pursuant to the terms of the Successful Bid upon the approval of such Successful Bid by the Court at the Sale Hearing and satisfaction of any other closing conditions set forth in the Successful Bidder's Purchase Agreement.

j. Return of Deposits

43. All deposits shall be returned to each bidder not selected by the Debtors as the Successful Bidder or the Back-Up Bidder (defined herein) no later than five (5) business days following the conclusion of the Auction.

k. Back-Up Bidder

44. If an Auction is conducted, the Qualified Bidder or Qualified Bidders with the next highest or otherwise best Qualified Bid, as determined by the Debtors in the exercise of their business judgment, in consultation with the Consultation Parties, at the relevant Auction shall be

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required to serve as a back-up bidder (the "Back-Up Bidder") and keep such bid open and irrevocable for thirty (30) business days after the entry of the Sale Order (the "Thirty-Day Period"). If during the Thirty-Day Period, the Successful Bidder fails to consummate the approved sale because of a breach or failure to perform on the part of such Successful Bidder, the Back-Up Bidder will be deemed to be the new Successful Bidder, and the Debtors will be authorized, but not required, to consummate the sale with the Back-Up Bidder without further order of the Court provided that the Back-Up Bidder shall thereafter keep such bid open and irrevocable in accordance with the terms of the Back-Up Bidder APA; provided further, however, that if the Back-Up Bidder is the Stalking Horse Purchaser, the Debtors will be authorized and required to consummate the sale to the Stalking Horse Purchaser. If, after the Thirty-Day Period, the Successful Bidder has failed to consummate the approved sale, the Back-Up Bidder may elect, at its discretion, to remain as the Back-Up Bidder until (a) the sale closes, (b) the Successful Bidder defaults, or (c) the Back-Up Bidder elects to terminate its participation as Back-Up Bidder. For the avoidance of doubt, after the Thirty-Day Period, if the Successful Bidder fails to consummate the approved sale because of a breach or failure to perform on the part of such Successful Bidder, the Back-Up Bidder will not be contractually obligated to be the Back-Up Bidder, and will have the option to either (i) be entitled to terminate its Back-Up Bidder APA and the return of its deposit, or (ii) remain as the Back-up Bidder, in which event, there will be no re-opening of the auction.

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l. Break-Up Fee

45. In recognition of this expenditure of time, energy, and resources, the Debtors have agreed that if the Stalking Horse Purchaser is not the Successful Bidder as to the Purchased Assets, the Debtors will pay the Stalking Horse Purchaser at closing of the sale of the Purchased Assets an amount in cash equal to three and a half percent (3.5%) of the Cash Consideration ($21,350,000.00), plus reimbursement of reasonably documented reasonable costs and expenses in an amount not to exceed $2,000,000.00. The Break-Up Fee shall be payable at closing of the sale from the sale proceeds.

46. If the Stalking Horse APA is terminated because the Stalking Horse Purchaser is

not selected as the Successful Bidder or the Back-Up Bidder at Auction (or the Stalking Horse Purchaser is selected as the Back-Up Bidder but the sale of the Purchased Assets is consummated and closed with another entity), the Debtors shall pay to the Stalking Horse Purchaser the Break-Up Fee by wire transfer of immediately available funds immediately upon, and contemporaneous with, the closing of the sale of the Purchased Assets from the first cash proceeds thereof. The Break-Up Fee shall constitute an administrative expense claim with priority under § 507(a) in favor of the Stalking Horse Purchaser.

47. The Debtors acknowledge that the provision of the Break-Up Fee is an integral part of the Stalking Horse APA and are a material and necessary inducement for the Stalking Horse Purchaser to enter into the Stalking Horse APA and to consummate the transactions contemplated therein. In the event that the payment of the Breakup Fee (including any costs of collection) becomes due and payable to the Stalking Horse Purchaser, and such amounts are actually paid to the Stalking Horse Purchaser, such amounts will constitute liquidated damages (and not a penalty). In light of the difficulty of accurately determining actual damages with respect to the foregoing, the right to any such payment of the Breakup Fee (and any related collection costs) and the return of the Deposit to the Stalking Horse Purchaser constitute a reasonable estimate of the damages that will compensate the Stalking Horse Purchaser in the circumstances in which such fees and reimbursements are payable for the efforts and resources expended and the opportunities foregone while negotiating the Stalking Horse APA and in reliance on the Stalking Horse APA and on the expectation of the consummation of the transactions contemplated therein. The Debtors believe that the entry into this Stalking Horse APA provides value to the Debtors' estates and bankruptcy cases by, among other things, inducing other Qualified Bidders to submit higher or better offers for the Purchased Assets.

m. Sale Hearing

48. The Debtors will seek entry of the Sale Order, at the Sale Hearing on April 17, 2019, at 10:00 a.m. (or at another date and time convenient to the Court), to approve and authorize the sale transaction to the Successful Bidder(s) on terms and conditions determined in accordance with the Bidding Procedures.

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49. At the Sale Hearing, the Debtors will seek Court approval of the Sale to the Successful Bidder (or, in the event the Successful Bidder fails to close, the Back-Up Bidder), free and clear of all liens, claims, interests, and encumbrances pursuant to § 363, with all liens, claims, interests, and encumbrances to attach to the sale proceeds with the same validity and in the same order of priority as they attached to the Purchased Assets (and to the extent included in the Successful Bid, the Other Assets prior to the Sale), including the assumption by the Debtors and assignment to the Successful Bidder of the Assumed Executory Contracts and Leases pursuant to § 365. The Debtors will submit and present additional evidence, as necessary, at the Sale Hearing demonstrating that the Sale is fair, reasonable, and in the best interest of the Debtors' estates and all interested parties, and satisfies the standards necessary to approve a sale of the Purchased Assets and/or the Other Assets.

n. Reservation.

50. The Debtors reserve the right, as they may determine in their discretion and in accordance with their business judgment to be in the best interest of their estates, in consultation with their professionals and the Consultation Parties to: (i) modify the Bidding Procedures to discontinue incremental bidding and then require that any and all bidders or potential purchasers submit their sealed, highest and best offer for the Purchased Assets and/or the Other Assets; (ii) determine which Qualified Bid is the highest or otherwise best bid and which is the next highest or otherwise best bid; (iii) waive terms and conditions set forth herein with respect to all Potential Bidders; (iv) impose additional terms and conditions with respect to all Potential Bidders; (v) extend the deadlines set forth herein; (vi) continue or cancel an Auction and/or Sale Hearing in open court without further notice; and (vii) implement additional procedural rules that the Debtors determine, in their reasonable business judgment and in consultation with the Consultation Parties will better promote the goals of the bidding process; provided that such modifications are disclosed to each Qualified Bidder participating in the Auction; provided, however, and notwithstanding the foregoing, these Bid Procedures shall not be modified so as to alter, extinguish or modify any rights or interests of the Stalking Horse Purchaser expressly set forth herein or in the Stalking Horse APA.

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D. NOTICE PROCEDURES

51. The Debtors propose that any objections to the Sale (other than an Assumption Objection (defined herein) which shall be governed by the procedures set forth below) (a "Sale Objection"), must: (i) be in writing; (ii) comply with the Rules and the LBR; (iii) set forth the specific basis for the Sale Objection; (iv) be filed with the Court at 255 East Temple St. (Attn: Judge E. Robles), Los Angeles, CA 90012, together with proof of service, on or before the Sale Objection Deadline set forth in the Bidding Procedures Order; and (v) be served, so as to be actually received on or before the Sale Objection Deadline, upon the Notice Parties. If a Sale Objection is not filed and served on or before the Sale Objection Deadline, the Debtors request that the objecting party be barred from objecting to the Sale and not be heard at the Sale Hearing, and this Court may enter the Sale Order without further notice to such party. The Debtors also request that the Court approve the form of the Procedures Notice, substantially in the form of Exhibit 3 to the Bidding Procedures Order. The Debtors will serve a copy of the Procedures Notice on the Notice Parties and all parties which the Debtors are require to serve pursuant to LBR 6004-1(b)(3) and the *Order Granting Emergency Motion of Debtors for Order Limiting Scope of Notice* [Docket No. 132] (the "Procedures Notice Parties").

52. The Debtors propose to file with the Court and serve the Procedures Notice within one (1) business day following entry of the Bidding Procedures Order, by first-class mail, postage prepaid on the Procedures Notice Parties. The Procedures Notice provides that any party that has not received a copy of the Motion or the Bidding Procedures Order that wishes to obtain a copy of the Motion or the Bidding Procedures Order, including all exhibits thereto, may make such a request in writing to Dentons US LLP, Attn: Tania M. Moyron, 601 S. Figueroa St., Suite 2500, Los Angeles, CA 90017 or by emailing tania.moyron@dentons.com or calling (213) 623-9300.

53. The Debtors submit that the foregoing notices comply fully with Bankruptcy Rule 2002 and are reasonably calculated to provide timely and adequate notice of the Bidding Procedures, Auction and Sale, and Sale Hearing to the Debtors' creditors and other parties in interests as well as to those who have expressed an interest or are likely to express an interest in bidding on the Purchased Assets. Based on the foregoing, the Debtors respectfully request that

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this Court approve these proposed notice procedures.

E. PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OF ASSIGNED CONTRACTS AND LEASES

54. As noted above, the Debtors will seek to assume and assign certain contracts and leases to be identified in the Purchase Agreement(s) (collectively, the "Assumed Executory Contracts").

55. At least initially, the Assumed Executory Contracts will be those contracts and leases that the Debtors believe may be assumed and assigned as part of the orderly transfer of the Purchased Assets. The Successful Bidder(s) may choose to exclude (or to add) certain contracts or leases to the list of Assumed Executory Contracts, subject to further notice.

56. In the interim, the Debtors will file with the Court and serve the cure notice, substantially in the form of Exhibit 4 (the "Cure Notice") to the Bidding Procedures Order, (along with a copy of this Motion) upon each counterparty to the Assumed Executory Contracts. The Cure Notice will state the date, time and place of the Sale Hearing as well as the date by which any objection to the assumption and assignment of Assumed Executory Contracts (including the Cure Amount (defined below)) must be filed and served. The Cure Notice also will identify the amounts, if any, that the Debtors believe are owed to each counterparty to an Assumed Executory Contract in order to cure any defaults that exist under such contract (the "Cure Amounts"). To the extent there is a contract subsequently added to the list of contracts to be assumed by the Successful Bidder pursuant to the Successful Bidder's Purchase Agreement selected at the Auction, this Motion constitutes a separate motion to assume and assign that contract to the Successful Bidder pursuant to § 365; each such contract will be listed in the Successful Bidder's Purchase Agreement, and will be given a separate Cure Notice filed and served by overnight delivery within five (5) business days of the conclusion of the Auction and announcement of the Successful Bidder.

57. The inclusion of a contract, lease, or other agreement on the Cure Notice shall not constitute or be deemed a determination or admission by the Debtors and their estates or any other party in interest that such contract, lease, or other agreement is, in fact, an executory

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contract or unexpired lease within the meaning of the Bankruptcy Code, and any and all rights with respect thereto shall be reserved.

58. If a Contract or Lease is assumed and assigned pursuant to Court Order, then unless the Assumed Executory Contract counterparty properly files and serves an objection to the Cure Amount contained in the Cure Notice by the Assumption Objection Deadline (defined below), the Assumed Executory Contract counterparty will receive at the time of the Closing of the sale (or as soon as reasonably practicable thereafter), the Cure Amount as set forth in the Cure Notice, if any. If an objection is filed by a counterparty to an Assumed Executory Contract, the Debtors propose that such objection must set forth a specific default in the executory contract or unexpired lease, claim a specific monetary amount that differs from the amount, if any, specified by the Debtors in the Cure Notice, and set forth any reason why the counterparty believes the executory contract or unexpired lease cannot be assumed and assigned to the Successful Bidder.

59. If any counterparty objects for any reason to the assumption and assignment of an Assumed Executory Contract (including to a Cure Amount) (an "Assumption Objection"), the Debtors propose that the counterparty must file the objection and serve it so as to be actually received on or before the Assumption Objection Deadline established in the Bidding Procedures Order, provided, however, as to any Successful Bidder who is not the Stalking Horse Purchaser, any counterparty may raise at the Sale Hearing an objection to the assumption and assignment of the Assumed Executory Contract solely with respect to the Successful Bidder's ability to provide adequate assurance of future performance under the Assumed Executory Contract. After receipt of an Assumption Objection, the Debtors will attempt to reconcile any differences in the Cure Amount or otherwise resolve the objection with the counterparty. In the event that the Debtors and the counterparty cannot resolve an Assumption Objection, and the Court does not otherwise make a determination at the Sale Hearing regarding an Assumption Objection related to a Cure Amount, the Debtors shall segregate from the sale proceeds any disputed Cure Amounts pending the resolution of any such Cure Amount disputes by the Court or mutual agreement of the parties.

60. The Successful Bidder shall be responsible for satisfying any requirements regarding adequate assurance of future performance that may be imposed under §365(b) in

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connection with the proposed assignment of any Assumed Executory Contract, and the failure to provide adequate assurance of future performance to any counterparty to any Assumed Executory Contract shall not excuse the Successful Bidder from performance of any and all of its obligations pursuant to the Successful Bidder's Purchase Agreement. The Debtors propose that the Court make its determinations concerning adequate assurance of future performance under the Assumed Executory Contacts pursuant to § 365(b) at the Sale Hearing. Cure Amounts disputed by any counterparty will be resolved by the Court at the Sale Hearing or such later date as may be agreed to or ordered by the Court.

61. Except to the extent otherwise provided in the Successful Bidder's Purchase Agreement, the Debtors and the Debtors' estates shall be relieved of all liability accruing or arising after the assumption and assignment of the Assumed Executory Contracts pursuant to § 365(k).

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F. THE PRIMARY TERMS OF THE STALKING HORSE APA

62. The Stalking Horse APA contemplates the sale of the Purchased Assets to the Stalking Horse Bidder, subject to higher or better bids, on the following material terms:[5]

Stalking Horse APA Provision	Summary Description
APA Parties	Verity Health System of California, Verity Holdings, LLC, St. Francis Medical Center, St. Vincent Medical Center, St. Vincent Dialysis Center and Seton Medical Center ("Sellers"). Strategic Global Management, Inc. ("Purchaser").
Consideration **APA § 1.1**	Six Hundred Ten Million Dollars ($610,000,000), which shall be allocated as follows: Four Hundred Twenty Million Dollars ($420,000,000) to St. Francis Medical Center, One Hundred Twenty Million Dollars ($120,000,000) to St. Vincent Medical Center and Seventy Million Dollars ($70,000,000) to Seton Medical Center for Seton Medical Center and Seton Coastside, plus assumption of the Assumed Liabilities, provided, that if the California Attorney General's approval does not include a requirement that Seton Hospital remain open as an acute care hospital or that Seton Coastside Hospital remain open as a skilled nursing facility, then an amount to be determined by

[5] The summary of the terms contained in this Motion highlights some of the material terms of the Stalking Horse APA. This summary is qualified in its entirety by reference to the provisions of the Stalking Horse APA. In the event of any inconsistencies between the provisions of the Stalking Horse APA and the summary set forth herein, the terms of the Stalking Horse APA shall govern. Unless otherwise defined in the summary set forth in the accompanying text, capitalized terms shall have the meanings ascribed to them in the Stalking Horse APA.

Stalking Horse APA Provision	Summary Description
	Purchaser, in its sole discretion, of such Cash Consideration shall be re-allocated from St. Francis to Seton; plus payment of Cure Costs associated with any Assumed Leases and/or Assumed Contracts.
QAF Adjustment **APA § 1.1(c), 1.1(d)**	At Closing, Sellers shall credit against the cash consideration, the amount by which payments received by Sellers under QAF IV and QAF V between the Signing Date and Closing exceed the sum of (i) fees paid under QAF IV and QAF V during such period plus (ii) the amount of fees which are unpaid and owing as of the Closing in respect of invoices received by Sellers prior to Closing under QAF IV and QAF V (the "Net QAF Reduction Amount"), or Purchaser shall pay Sellers (as an increase to the cash consideration) the amount by which the sum of (i) fees paid under QAF IV and QAF V between the Signing Date and Closing plus (ii) the amount of fees which are unpaid and owing as of Closing in respect of invoices received by Sellers prior to Closing under QAF IV and QAF V exceeds payments received under QAF IV and QAF V during such period (the "Net QAF Increase Amount").
Assets; Avoidance Actions **APA § 1.7**	In each case, solely to the extent used primarily in the conduct of the Business, "Assets" shall mean (a) all of the tangible personal property owned by such Seller and used by such Seller in the operation of the Hospital of such Seller, or in the case of St. Vincent Dialysis Center, the operation of its dialysis business, including equipment, furniture, fixtures, machinery, vehicles, office furnishings and leasehold improvements; (b) all of such Seller's rights, to the extent assignable or transferable, in and to all Licenses; (c) all of such Seller's right, title and interest in and to the Owned Real Property and all of such Seller's interest, to the extent assignable or transferable, in and to the Assumed Leases; (d) all of such Seller's right, title and interest in and to any and all Assumed Contracts; (e) all claims, rights, interests and proceeds with respect to amounts overpaid by such Seller to any third party health plans with respect to periods prior to the Effective Time, except with respect to any causes of action or proceeds thereof arising under Chapter 5 of the Bankruptcy Code other than with respect to Assumed Contracts and Assumed Leases; (f) all Inventory; (g) all Prepaids; (h) all operating manuals, files and computer software, including all patient records, medical records, employee records, financial records, equipment records, construction plans and specifications and medical and administrative libraries; (i) all systems, servers, computers, hardware, firmware, middleware, telecom equipment, networks, data communications lines, routers, hubs, switches and all other information technology equipment, and all associated documentation; (j) all Measure B trauma funding received after the Signing Date; (k) all Accounts Receivable; (l) all rights, claims and causes of action of such Seller arising out of the Accounts Receivable acquired by Purchase; (m) all regulatory settlements, rebates, adjustments, refunds or group appeals; (n) all casualty insurance proceeds arising in respect of casualty losses occurring after the Signing Date in connection with the ownership or operation of the Assets; (o) all surpluses arising out of any risk pools, shared savings program or accountable care organization arrangement; (p) all transferable unclaimed property of any Person in Sellers' possession as of the Closing Date; (q) all warranties in favor of the Hospitals or Sellers; (r) certain intellectual property rights, as further described in the Transition Services

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Stalking Horse APA Provision	Summary Description
	Agreement; (s) all goodwill; (t) all rights and interest in the telephone and facsimile numbers and uniform resource locaters; (u) all Medicare and Medi-Cal provider agreements and lockbox accounts identified on Schedule 1.7(u) to the Stalking Horse APA; (v) all documents, records, correspondence, work papers and other documents, other than patient records, relating to the Accounts Receivable; (w) the Purchased Verity Holdings Assets; (x) except for the Excluded Assets, any other asset owned by the Seller; (y) all of Seton's interest in and to the PACE Obligations; and (z) all QAF V and subsequent QAF program payments received after the Closing (e.g., QAF VI and QAF VII).
Excluded Assets **APA § 1.8**	"Excluded Assets" include cash, cash equivalents and investments; all Seller Plans and the assets of all Seller Plans; all contracts and leases that are not Assumed Contracts or Assumed Leases; inventory and assets disposed of by any Seller in the ordinary course of business after the Signing Date but prior to the Effective Time; all claims, counterclaims, and causes of action of each Seller or each Seller's bankruptcy estate; (except as otherwise provided) all insurance policies and contracts and coverages obtained by any Seller or listing a Seller as insured party, a beneficiary or loss payee; all Utility Deposits; all bank accounts of each Seller (except as otherwise provided); all tax refunds of each Seller; all QAF IV and QAF V payments actually received prior to the Signing Date.
Assumed Obligations **APA § 1.9**	"Assumed Obligations" include all Assumed Contracts and Assumed Leases and all liabilities and obligations arising thereunder on and after the Effective Time, including any related Cure Costs; all liabilities and obligations arising out of or relating to any act, omission, event, or occurrence connected with the use, ownership, or operation by Purchaser of the Hospital or any of the Assets on or after the Effective Time; all unpaid real and personal property taxes that are attributable to the Assets after the Effective Time, subject to prorations; and all liabilities and obligations arising on or following the Effective Time relating to utilities being furnished to the Assets, subject to prorations and all accrued vacation and other paid time off, to the extent assumed under Section 1.1(a)(ii).
Excluded Liabilities **APA § 1.10**	Purchaser shall not assume or become responsible for any duties, obligations, or liabilities of any Seller other than the Assumed Obligations.
Assumption of Transferred Contracts and Assignment **APA § 1.11**	Not later than seven (7) days prior to the date of the Auction (i) Purchaser shall notify each Seller in writing of which Evaluated Contracts are to be assumed by such Seller and assigned to Purchaser, and (ii) Purchaser shall notify each Seller in writing signed and dated by Purchaser of which Evaluated Contracts are to be rejected by such Seller (collectively, the "Rejected Contracts"). Each Seller shall file such motions in the Bankruptcy Court and take such other actions as are reasonably necessary to ensure that final and non-appealable orders (x) assuming and assigning the respective Assumed Contracts or Assumed Leases applicable to such Seller to Purchaser are entered, and (y)

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Stalking Horse APA Provision	Summary Description
	rejecting the Rejected Contracts are entered. With respect to each Assumed Lease, the applicable Seller shall execute and deliver to Purchaser an Assignment and Assumption of Lease. Notwithstanding anything to the contrary set forth in this Agreement, the Rejected Contracts shall constitute part of the Excluded Assets pursuant to, and as defined in, this Agreement. At Closing and pursuant to an order of the Bankruptcy Court, each Seller will assume and immediately assign to Purchaser the leases of such Seller for Leased Real Property and the Tenant Leases.
Good Faith Deposit **APA § 1.2**	Purchaser has made a good faith deposit in the amount of Thirty Million Dollars ($30,000,000.00) (the "Deposit") by wire transfers to an account designated by Sellers. The Deposit shall be non-refundable in all events, except in the event Purchaser is not the winning bidder at the Auction, in the event Purchaser terminates the Stalking Horse APA if a stay of the sale order has not been vacated on or before 180 days following issuance of such stay, or in the event Purchaser has terminated the Stalking Horse APA pursuant to Section 9.1 (other than Section 9.1(b)). Upon Closing, the Deposit will be credited against the Purchase Price.
Closing Date **APA § 1.3**	The Closing Date shall occur within ten (10) business days following the satisfaction or waiver of the conditions precedent to Closing set forth in in Articles 7 and 8 of the Stalking Horse APA.
Employment Provisions **APA § 5.3**	Purchaser agrees to make offers of employment, effective as of the Effective Time, to substantially all employees (the "Hospital Employees") who, immediately prior to the Effective Time are: (i) employees of either Seller; (ii) employees of any affiliate of either Seller which employs individuals at the Hospital and are listed on Schedule 5.3; or (iii) employed by an affiliate of either Seller and are listed on Schedule 5.3. Any of the Hospital Employees who accept an offer of employment with Purchaser as of or after the Effective Time shall be referred to in this Agreement as the "Hired Employees." All employees who are Hired Employees shall cease to be employees of the applicable Seller or its affiliates as of the Effective Time.
Payment of Cure Costs **APA § 5.8**	Purchaser, upon assumption, shall pay the Cure Costs for each Assumed Contract and Assumed Lease so that each such Assumed Contract and Assumed Lease may be assumed by the applicable Seller and assigned to Purchaser in accordance with the provisions of section 365 of the Bankruptcy Code.
Break-Up Fee and Minimum Bid **APA § 6.1**	Any full overbids must be in a minimum amount of Six Hundred Ten Million Dollars ($610,000,000.00), plus Cure Costs and the Break-Up Fee, and accompanied by a deposit in the form of cash or a cashier's check in the amount of Thirty Million Dollars ($30,000,000.00). The "Break-Up Fee" shall mean a breakup fee in the amount totaling three and

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Stalking Horse APA Provision	Summary Description
	a half percent (3.5%) of the Cash Consideration (or $21,350,000.00) plus reimbursement of reasonably documented reasonable costs and expenses incurred by Purchaser related to its due diligence, and pursuing, negotiating, and documenting the transactions contemplated by this Agreement in an amount not to exceed $2,000,000.00; provided, however, that in the event that the Purchaser is successful in acquiring some but not all of the Assets, the Break-Up Fee shall be reduced pro rata to the percentage of Assets actually purchased by the Purchaser, based on the allocation of the Purchase Price as described in Section 1.1(a)(i) of the Stalking Horse APA. The Break-Up Fee will be subject to Bankruptcy Court approval and shall be deemed to be an allowed expense of the kind specified in § 503(b) of the Bankruptcy Code to be paid solely from the proceeds of an alternate transaction, pursuant to the Sale Order. Purchaser shall be allowed to credit bid the Break-Up Fee in any overbids that Purchaser may elect to make with respect to the Assets.
Requested Findings as to Good Faith, APA § 6.1	Each Seller agrees to proceed in good faith to obtain Bankruptcy Court approval of the sale contemplated herein with a determination that Purchaser is a good faith purchaser pursuant to § 363(m) and to file such declarations and other evidence as may be required to support a finding of good faith.
Buyer's Termination Rights APA § 9.1	The Stalking Horse APA may be terminated by Purchaser if it is not satisfied with either (i) the results of its due diligence examination of the Hospitals, or (ii) the contents of any schedule or exhibit that was not completed and attached to the Stalking Horse APA, but which has been provided to Purchaser after the Signing Date, and Purchaser has notified Seller of its election to terminate the Agreement under Section 9.1(c) on or prior to January 8, 2019, by Purchaser if a material breach of the Agreement has been committed by Sellers and such breach has not been (i) waived in writing by Purchaser or (ii) cured by Sellers to the reasonable satisfaction of Purchaser within fifteen (15) business days after service by Purchaser and by Purchaser or Sellers or if the Closing has not occurred on or before December 31, 2019. The Stalking Horse APA may also be terminated by Purchaser if satisfaction of any condition in Article 8 has not occurred by December 31, 2019 or becomes impossible and Purchaser has not waived such condition in writing. The Stalking Horse APA may also be terminated by Purchaser if the Bankruptcy Court enters an order dismissing the Bankruptcy Case or fails to approve the sale of the Assets to Purchaser.

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Stalking Horse APA Provision	Summary Description
Record Retention APA § 10.2	From the Closing Date until seven (7) years after the Closing Date or such longer period as required by law (the "Document Retention Period"), Purchaser shall keep and preserve all medical records, patient records, medical staff records and other books and records which are among the Assets as of the Effective Time, but excluding any records which are among the Excluded Assets. After the expiration of the Document Retention Period, if Purchaser intends to destroy or otherwise dispose of any of the documents, Purchaser shall provide written notice to Sellers of Purchaser's intention no later than forty-five (45) calendar days prior to the date of such intended destruction or disposal.
Limitation on Liability APA § 11.1	If Purchaser commits any material default under the APA, Sellers shall have the right to sue for damages; provided, however that the amount of such damages shall never exceed $60,000,000.00. For the avoidance of doubt, Sellers shall have no right to sue for specific performance under the APA.

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IV. ARGUMENT

A. APPROVAL OF THE BIDDING PROCEDURES IS APPROPRIATE AND IN THE BEST INTERESTS OF THE DEBTORS' ESTATES AND STAKEHOLDERS.

Section 363(b)(1) provides that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate [.]" 11 U.S.C. § 363(b)(1). Section 105(a) provides in pertinent part that "[t]he Court may issue any order, process or judgment that is necessary and appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Rules") govern the scope of the notice to be provided in the event a debtor elects to sell property of the estate under § 363.

With respect to the procedures to be adopted in conducting a sale outside the ordinary course of a debtor's business, Rule 6004 provides only that such sale may be by private sale or public auction, and requires only that the debtor provide an itemized list of the property sold together with the prices received upon consummation of the sale. Fed. R. Bankr. P. 6004(f). LBR 6004-1 provides, in pertinent part, as follows:

> **(b) Motion for Order Establishing Procedures for the Sale of Estate Property.**
>
> (2) Contents of Notice [of a Sale Procedure Motion]. The notice must describe the proposed bidding procedures and include a copy of the

> proposed purchase agreement. If the purchase agreement is not available, the moving party must describe the terms of the sale proposed, when a copy of the actual agreement will be filed with the court, and from whom it may be obtained. The notice must describe the marketing efforts undertaken and the anticipated marketing plan, or explain why no marketing is required. [...]
>
> (3) Service of the Notice and Motion. The moving party must serve the motion and notice of the motion and hearing by personal delivery, messenger, telephone, fax, or email to the parties to whom notice of the motion is required to be given by the FRBP or by these rules, any other party that is likely to be adversely affected by the granting of the motion, and the United States trustee. The notice of hearing must state that any response in opposition to the motion must be filed and served at least 1 day prior to the hearing, unless otherwise ordered by the court. [...]
>
> (6) Break-Up Fees. If a break-up fee or other form of overbid protection is requested in the Sale Procedure Motion, the request must be supported by evidence establishing: (A) That such a fee is likely to enhance the ultimate sale price; and (B) The reasonableness of the fee. [...]

LBR 6004-1(b).

Neither the Bankruptcy Code nor the Rules contain specific provisions with respect to the procedures to be employed by a debtor in conducting a public or private sale. Nonetheless, as one court has stated, "[i]t is a well-established principle of bankruptcy law that the objective of bankruptcy rules and the [debtors'] duty with respect to such sales is to obtain the highest price or greatest overall benefit possible for the estate." *In re Atlanta Packaging Prods., Inc.*, 99 B.R. 124, 131 (Bankr. N.D. Ga. 1988). Additionally, courts have long recognized the need for competitive bidding at hearings; "[c]ompetitive bidding yields higher offers and thus benefits the estate. Therefore, the objective is 'to maximize bidding, not restrict it.'" *Id.*; *see also Burtch v. Ganz (In re Mushroom Transp. Co.)*, 382 F.3d 325, 339 (3d Cir. 2004) (finding that debtor's fiduciary duties included maximizing and protecting the value of the estate's assets); *Four B. Corp. v. Food Barn Stores, Inc. (In re Food Barn Stores, Inc.)*, 107 F.3d 558, 564-65 (8th Cir. 1997) ("[A] primary objective of the [Bankruptcy] Code [is] to enhance the value of the estate at hand."). Courts uniformly recognize that procedures established for the purpose of enhancing competitive bidding are consistent with the fundamental goal of maximizing the value of a debtor's estate and, therefore, are appropriate. *See Calpine Corp. v. O'Brien Envtl. Energy, Inc. (In re O'Brien Envtl.*

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Energy, Inc.), 181 F.3d 527, 536-37 (3d Cir. 1999) (noting that bidding procedures that promote competitive bidding provide benefit to debtor's estate); *Official Comm. of Subordinated Bondholders v. Integrated Res. Inc. (In re Integrated Res. Inc.)*, 147 B.R. 650, 659 (S.D.N.Y. 1992) (such sale procedures "encourage bidding and to maximize the value of the Assets").

Here, the Bidding Procedures are designed to promote the paramount goal of any proposed sale of property of the Debtors' estates: maximizing the value of sale proceeds received by the estates. The Bidding Procedures provide for an orderly and appropriately competitive process through which interested parties may submit offers to purchase the Purchased Assets and/or the Other Assets. Specifically, the Debtors, with the assistance of their advisors, have structured the Bidding Procedures to promote active bidding by interested parties and to confirm the highest or otherwise best offer reasonably available for the Purchased Assets and/or the Other Assets. Additionally, the Bidding Procedures will allow the Debtors to conduct the Auction in a fair and transparent manner that will encourage participation by financially capable bidders with demonstrated ability to consummate a timely Sale. Accordingly, the Bidding Procedures should be approved because, under the circumstances, they are reasonable, appropriate and in the best interests of the Debtors, their estates, creditors, and all parties in interest.

B. THE BREAK-UP FEE HAS A SOUND BUSINESS PURPOSE AND IS NECESSARY TO PRESERVE THE VALUE OF THE DEBTORS' ESTATES.

The Debtors submit that the Break-Up Fee is a normal and oftentimes necessary component of sales outside the ordinary course of business under § 363 of the Bankruptcy Code. In particular, such a protection encourages a potential purchaser to invest the requisite time, money, and effort to conduct due diligence and sale negotiations with a debtor despite the inherent risks and uncertainties of the chapter 11 process. *See, e.g., Integrated Resources*, 147 B.R. at 660 (noting that fees may be legitimately necessary to convince a "white knight" to offer an initial bid, for the expenses such bidder incurs and the risks such bidder faces by having its offer held open, subject to higher and better offers); *In re Hupp Indus.*, 140 B.R. 191, 194 (Bankr. N.D. Ohio 1997) (without any reimbursement, "bidders would be reluctant to make an initial bid for fear that their first bid will be shopped around for a higher bid from another bidder who would

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capitalize on the initial bidder's. . . due diligence"); *In re Marrose Corp.*, 1992 WL 33848, at *5 (Bankr. S.D.N.Y. 1992) (stating that "agreements to provide reimbursement of fees and expenses are meant to compensate the potential acquirer who serves as a catalyst or 'stalking horse' which attracts more favorable offers"); *In re 995 Fifth Ave. Assocs.*, 96 B.R. 24, 28 (Bankr. S.D.N.Y. 1989) (finding that bidding incentives may be "legitimately necessary to convince a white knight to enter the bidding by providing some form of compensation for the risks it is undertaking") (citations omitted).

A proposed bidding incentive, such as the Break-Up Fee, should be approved when it is in the best interests of the estate. *See In re S.N.A. Nut Co.*, 186 B.R. 98, 104 (Bankr. N.D. Ill. 1995); *see also In re America West Airlines, Inc.*, 166 B.R. 908 (Bankr. D. Ariz. 1994); *In re Hupp Indus., Inc.*, 140 B.R. 191 (Bankr. N.D. Ohio 1992). Typically, this requires that the bidding incentive provide some benefit to the debtor's estate. *Calpine Corp. v. O'Brien Envtl. Energy, Inc. (In re O'Brien Envtl. Energy, Inc.)*, 181 F.3d 527, 533 (3d Cir. 1999) (holding even though bidding incentives are measured against a business judgment standard in non-bankruptcy transactions the administrative expense provisions of § 503(b) govern in the bankruptcy context).

In evaluating the appropriateness of a break-up fee, the appropriate question for the Court to consider is "whether the break-up fee served any of three possible useful functions: (1) to attract or retain a potentially successful bid; (2) to establish a bid standard or minimum for other bidders to follow; or (3) to attract additional bidders." *In re Integrated Resources, Inc.*, 147 B.R. at 662 (where the Court heard testimony that the average breakup fee in the industry is 3.3%). Break-up fees in the same general range as the Break-Up Fee have been routinely approved in the context of bankruptcy sales. *See In re CXM, Inc.*, 307 B.R. 94, 103–04 (Bankr. N.D. Ill. 2004) (court approved break-up fee in amount equal to the actual expenses that the stalking horse incurred in connection with its bid to buy the Sale Assets, subject to a maximum cap of $200,000, which equaled 3% of the cash purchase price); *In re Women First Healthcare, Inc.*, 332 B.R. 115, 118 (Bankr. D. Del. 2005) (court approved break-up fee that equaled 4.7% percent of the purchase price; *In re Dan River, Inc.*, No. 04-10990 (Banker. N.D. Ga. Dec. 17, 2004) (court approved break-up fee equal to 5.3% of the cash purchase price); *In re Lake Burton Dev., LLC*,

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2010 WL 5563622, *43 (Bankr. N.D. Ga. Mar. 18, 2010) (court approved break-up fee equal to 4.75% of cash purchase price); *In re Case Engineered Lumber, Inc.*, No. 09–22499 (Bankr. N.D.Ga. Sept. 1, 2009)(J. Brizendine) (approving break-up fee equal to 3.5% of the cash purchase price); *In re Tama Beef Packing Inc.*, 321 B.R. 469, 498 (8th Cir. BAP 2005) (noting that the bankruptcy court correctly concluded that break-up fees are "usually limited to one to four perfect of the purchase price"). Notably, this Court has also approved break-up fees within the range of the Break-Up Fee. *See In re Verity Health System of California, Inc.*, No. 18-20151 (Bankr. C.D. Cal. Oct. 30, 2018) (J. Robles) (approving break-up fee equal to 4% of the cash purchase price); *In re T Asset Acquisition Company, LLC*, No. 09-31853 (Bankr. C.D. Cal. Jan. 28, 2010) (J. Robles) (approving break-up fee equal to 3% of the cash purchase price).

The Debtors submit that all of the bidding procedures the Debtors are seeking to have the Court approve, including the proposed Break-Up Fee to the Stalking Horse Purchaser, satisfies all three of the useful functions set forth above: (1) to attract or retain a potentially successful bid; (2) to establish a bid standard or minimum for other bidders to follow; and (3) to attract additional bidders. The proposed break-up fee of 3.5% of the purchase price is well within the percentage parameters that have been approved by many other courts. Thus, the Debtors believe that the proposed Break-Up Fee is fair and reasonably compensates the Stalking Horse Purchaser for taking actions that will benefit the Debtors' estates. The Break-Up Fee compensates the Stalking Horse Purchaser for diligence and professional fees incurred in negotiating the terms of the Stalking Horse APA on an expedited timeline.

Additionally, the Debtors do not believe that the Break-Up Fee will have a chilling effect on the sale process. Rather, the Stalking Horse Purchaser will increase the likelihood that the best possible price for the Purchased Assets will be received, by permitting other qualified bidders to rely on the diligence performed by the Stalking Horse Purchaser, and moreover, by allowing qualified bidders to utilize the Stalking Horse APA as a platform for negotiations and modifications in the context of a competitive bidding process.

Finally, the Break-Up Fee will be paid only if, among other things, the Debtors enter into a transaction for the Purchased Assets with a bidder other than the Stalking Horse Purchaser.

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Accordingly, no Break-Up Fee will be paid unless a higher and better offer is achieved and consummated. In sum, the Break-Up Fee is reasonable under the circumstances and will enable the Debtors to maximize the value for the Purchased Assets while limiting any chilling effect in the sale process.

C. THE PROCEDURE FOR ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES IS APPROPRIATE

Section 365(a) provides that, subject to the court's approval, a trustee "may assume or reject any executory contracts or unexpired leases of the debtor." 11 U.S.C. § 365(a). Upon finding that a trustee has exercised its sound business judgment in determining to assume an executory contract or unexpired lease, courts should approve the assumption under § 365(a). *See Nostas Assocs. v. Costich (In re Klein Sleep Prods., Inc.)*, 78 F.3d 18, 25 (2d Cir. 1996); *see also Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1099 (2d Cir. 1993).

Pursuant to § 365(f)(2), a trustee may assign an executory contract or unexpired lease of nonresidential real property if:

> (A) the trustee assumes such contract or lease in accordance with the provisions of this section; and
>
> (B) adequate assurance of future performance by the assignee of such contract or lease is provided, whether or not there has been a default in such contract or lease.

11 U.S.C. § 365(f)(2).

The meaning of "adequate assurance of future performance" depends on the facts and circumstances of each case, and should be given "practical, pragmatic construction." *See Carlisle Homes, Inc. v. Arrari (In re Carlisle Homes, Inc.)*, 103 B.R. 524, 538 (Bankr. D.N.J. 1989); *see also In re Natco Indus., Inc.*, 54 B.R. 436, 440 (Bankr. S.D.N.Y. 1985) (adequate assurance of future performance does not mean absolute assurance that debtor will thrive and pay rent); *In re Bon Ton Rest. & Pastry Shop, Inc.*, 53 B.R. 789, 803 (Bankr. N.D. Ill. 1985) ("Although no single solution will satisfy every case, the required assurance will fall considerably short of an absolute guarantee of performance.").

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Among other things, adequate assurance may be given by demonstrating the assignee's financial health and experience in managing the type of enterprise or property assigned. *In re Bygaph, Inc.*, 56 B.R. 596, 605-6 (Bankr. S.D.N.Y. 1986) (adequate assurance of future performance is present when prospective assignee of lease has financial resources and expressed willingness to devote sufficient funding to business to give it strong likelihood of succeeding; chief determinant of adequate assurance is whether rent will be paid).

The Debtors and the Successful Bidder will present evidence at the Sale Hearing to prove the financial credibility, willingness, and ability of the Successful Bidder to perform under the contracts or leases. The Court and other interested parties therefore will have the opportunity to evaluate the ability of any Successful Bidder to provide adequate assurance of future performance under the contracts or leases, as required by § 365(b)(1)(C).

In addition, the Debtors submit that the cure procedures set forth herein are appropriate, reasonably calculated to provide notice to any affected party, and afford the affected party to opportunity to exercise any rights affected by the Motion, and consistent with § 365. To the extent that any defaults exist under any Assumed Executory Contracts, any such defaults will be cured pursuant to the Successful Bidder's Purchase Agreement. Except as otherwise limited by § 365 of the Bankruptcy Code, any provision in the Assumed Executory Contracts that would restrict, condition, or prohibit an assignment of such contracts will be deemed unenforceable pursuant to § 365(f)(1) of the Bankruptcy Code.

Accordingly, the Debtors submit that the cure procedures for effectuating the assumption and assignment of the Assumed Executory Contracts as set forth herein are appropriate and should be approved.

D. APPROVAL OF THE SALE IS WARRANTED UNDER § 363

As discussed above, § 363(b)(1) of the Bankruptcy Code provides that a debtor "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1).

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i. The Sale of the Assets is Authorized by § 363 as a Sound Exercise of the Debtors' Business Judgment

In accordance with Rule 6004, sales of property rights outside the ordinary course of business may be by private sale or public auction. The Debtors have determined that the Sale of the Purchased Assets and/or the Other Assets by public auction will enable it to obtain the highest and best offer for these assets (thereby maximizing the value of the estate) and is in the best interests of the Debtors' creditors. In particular, the Stalking Horse APA is the result of comprehensive arms' length negotiations for the Sale of the Purchased Assets and/or the Other Assets and the Sale pursuant to the terms of the Stalking Horse APA, subject to higher or otherwise better offers at the Auction, will provide a greater recovery for the Debtors' creditors than would be provided by any other existing alternative. The Debtors similarly have determined in their business judgment that a sale of the Purchased Assets and/or the Other Assets through a competitive, public auction is the best way to maximize the value of those assets.

Sections 363 provides that a trustee, "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b). Although § 363 does not specify a standard for determining when it is appropriate for a court to authorize the use, sale or lease of property of the estate, a sale of a debtor's assets should be authorized if a sound business purpose exists for doing so. *See, e.g., Meyers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996); *In re Abbotts Dairies of Pa., Inc.*, 788 F.2d 143 (2d Cir. 1986); *In re Titusville Country Club*, 128 B.R. 396 (W.D. Pa. 1991); *In re Delaware & Hudson Ry. Co.*, 124 BR. 169, 176 (D. Del. 1991); *see also Official Comm. of Unsecured Creditors v. The LTV Corp. (In re Chateaugay Corp.)*, 973 F.2d 141, 143 (2d Cir. 1992); *Committee of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983); *Committee of Asbestos-Related Litigants and/or Creditors v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986).

The paramount goal in any proposed sale of property of the estate is to maximize the proceeds received by the estate. *See, e.g., In re Food Barn Stores, Inc.*, 107 F.3d 558, 564-65 (8th Cir. 1997) (in bankruptcy sales, "a primary objective of the Code [is] to enhance the value of

the estate at hand"); *Integrated Resources*, 147 B.R. at 659 ("It is a well-established principle of bankruptcy law that the. . . [trustee's] duty with respect to such sales is to obtain the highest price or greatest overall benefit possible for the estate.") (*quoting In re Atlanta Packaging Prods., Inc.*, 99 BR. 124, 130 (Bankr. N.D. Ga. 1988)). As long as the sale appears to enhance a debtor's estate, court approval of a debtor's decision to sell should only be withheld if the debtor's judgment is clearly erroneous, too speculative, or contrary to the provisions of the Bankruptcy Code. *GBL Holding Co., Inc. v. Blackburn/Travis/Cole, Ltd.*, 331 B.R. 251, 255 (N.D. Tex. 2005); *In re Lajijani*, 325 B.R. 282, 289 (B.A.P. 9th Cir. 2005); *In re WPRV-TV, Inc.*, 143 B.R. 315, 319 (D.P.R. 1991) ("The trustee has ample discretion to administer the estate, including authority to conduct public or private sales of estate property. Courts have much discretion on whether to approve proposed sales, but the trustee's business judgment is subject to great judicial deference.").

Applying § 363, the proposed Sale of the Purchased Assets and/or the Other Assets should be approved. As set forth above, the Debtors have determined that the best method of maximizing the recovery of the Debtors' creditors would be through the Sale of the Purchased Assets. As assurance of value, bids will be tested through the Auction consistent with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and pursuant to the Bidding Procedures approved by the Court. Consequently, the fairness and reasonableness of the consideration to be paid by the Successful Bidder ultimately will be demonstrated by adequate "market exposure" and an open and fair auction process—the best means, under the circumstances, for establishing whether a fair and reasonable price is being paid.

In addition to the Debtors' prior marketing efforts, the Debtors' investment banker has been contacting potential interested parties and has assembled a data room which is available upon the execution of an appropriate confidentiality agreement. There is a limited universe of potential acquirers of the Purchased Assets, and the Debtors and their advisors have been in active discussions with many of these potential purchasers.

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ii. The Sale of the Debtors' Assets Free and Clear of Liens and Other Interests is Authorized by § 363(f) of the Bankruptcy Code

The Debtors further submit that it is appropriate to sell the Purchased Assets free and clear of liens pursuant to § 363(f), with any such liens attaching to the sale proceeds of the Purchased Assets to the extent applicable. Section 363(f) authorizes a trustee to sell assets free and clear of liens, claims, interests and encumbrances if:

(1) applicable nonbankruptcy law permits the sale of such property free and clear of such interests;

(2) such entity consents;

(3) such interest is a lien and the price at which such property is to be sold is greater than the value of all liens on such property;

(4) such interest is in bona fide dispute; or

(5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f).

This provision is supplemented by § 105(a), which provides that "[t]he Court may issue any order, process or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code]." 11 U.S.C. § 105(a).

Because § 363(f) of the Bankruptcy Code is drafted in the disjunctive, satisfaction of any one of its five requirements will suffice to permit the sale of the Debtor's Assets "free and clear" of liens and interests. *In re Dundee Equity Corp.*, 1992 Bankr. LEXIS 436, at *12 (Bankr. S.D.N.Y. Mar. 6, 1992) ("Section 363(f) is in the disjunctive, such that the sale free of the interest concerned may occur if any one of the conditions of § 363(f) have been met."); *In re Bygaph, Inc.*, 56 B.R. 596, 606 n.8 (Bankr. S.D.N.Y. 1986) (same); *Michigan Employment Sec. Comm'n v. Wolverine Radio Co. (In re Wolverine Radio Co.)*, 930 F.2d 1132, 1147 n.24 (6th Cir. 1991) (stating that § 363(f) is written in the disjunctive; holding that the court may approve the sale "free and clear" provided at least one of the subsections of § 363(f) is met).

The Debtors believe that at least one of the tests of § 363(f) of the Bankruptcy Code is satisfied with respect to the transfer of the Purchased Assets and/or the Other Assets pursuant to

the Stalking Horse APA. Additionally, at least § 363(f)(2) will be met in connection with the transactions proposed under the Purchase Agreement because each of the parties holding liens on the Purchased Assets and/or the Other Assets will consent or, absent any objection to this motion, will be deemed to have consented to the Sale. Any lienholder also will be adequately protected by having its liens, if any, in each instance against the Debtors or their estates, attach to the sale proceeds ultimately attributable to the Purchased Assets and/or the Other Assets in which such creditor alleges an interest, in the same order of priority, with the same validity, force and effect that such creditor had prior to the Sale, subject to any claims and defenses the Debtors may possess with respect thereto. Accordingly, § 363(f) authorizes the transfer and conveyance of the Purchased Assets free and clear of any such claims, interests, liabilities, or liens.

Although § 363(f) provides for the sale of assets "free and clear of any interests," the term "any interest" is not defined anywhere in the Bankruptcy Code. *Folger Adam Security v. DeMatteis/MacGregor JV*, 209 F.3d 252, 257 (3d Cir. 2000). Courts have interpreted "any interest" expansively to include not only in rem interests in property, but also other obligations that are "connected to or arise from the property being sold" or that could "potentially travel with the property being sold." *In re Gardens Regional Hospital and Medical Center, Inc.*, 567 B.R. 820, 825 (Bankr. C.D. Cal. 2017) (California Attorney General imposed conditions are an "interest in property" that can be stripped off the assets through a sale under § 363); *In re La Paloma Generating, Co.*, 2017 WL 5197116, *4 (Bankr. D. Del. Nov. 9, 2017) (holding that emission surrender obligations created by California regulations and statutes and enforced by the California Air Resources Board are an interest in property which can be cut off by a § 363 sale) *See also In re Trans World Airlines, Inc.*, 322 F.3d 283, 285, 288 (3d Cir. 2001) (holding that plaintiff's interests in travel vouchers that were issued to settle employment discrimination are an interest under § 363 because they arise from the property being sold); *PBBPC, Inc. v. OPK Biotech, LLC (In re PBBPC, Inc.)*, 484 B.R. 860, 867-870 (1st Cir. B.A.P. 2013) (holding that debtor's assets could be sold free and clear of Commonwealth of Massachusetts's right to treat a purchaser of substantially all of the assets of chapter 11 debtor as a "successor employer" to which debtor's experience rating could be imputed to determine purchaser's unemployment

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insurance contribution); *In re ARSN Liquidating Corp. Inc.*, 2017 WL 279472, *5 (Bankr. D.N.H. Jan. 20, 2017) (Nat'l Council on Compensation Ins. violated sale order by imputing debtor's workers' compensation experience rating to buyer in setting buyer's workers' compensation experience rating); *In re Vista Marketing Group Ltd.*, 557 B.R. 630, 635-39 (Bankr. N.D. Ill. 2016) (free and clear language in sale order prevented a state sanitary district from asserting claim against asset purchaser for connection fee surcharge that was calculated based entirely on debtor's use of the district's sewer facilities); *United Mine Workers of Am. Combined Benefit Fund v. Walter Energy, Inc.*, 551 B.R. 631, 641 (N.D. Ala. 2016) (sale under § 363 cuts off Coal Act obligations despite language in Act imposing successor liability on buyer); *In re Christ Hospital*, 502 B.R. 158, 76-79 (Bankr. D.N.J. 2013) (section 363 sales cut off tort claims against purchaser of nonprofit hospital); *In re Tougher Indus.*, 2013 WL 1276501 at **6-9 (Bankr. N.D.N.Y. Mar. 27, 2013) (holding that debtor's assets could be sold free and clear of New York State Department of Labor's right to use the debtor's experience rating to access the buyer's tax liability as successor to the debtor); *In re Grumman Olson Indus. Inc.*, 467 B.R. 694, 702–03 (S.D.N.Y 2012) ("Section 363(f) can be used to sell property free and clear of claims that could otherwise be assertable against the buyer of the assets under the common law doctrine of successor liability"); *WBO P'ship v. Va. Dep't of Med. Assistance Servs. (In re WBO P'ship)*, 189 B.R. 97, 104–05 (Bankr. E.D. Va. 1995) (holding that Commonwealth of Virginia's right to recapture depreciation is an "interest" as that term is used in § 363(f))

In the case of *In re Trans World Airlines, Inc.*, 322 F.3d 283, 288-89 (3d Cir. 2003), the Third Circuit specifically addressed the scope of the term "any interest." The Third Circuit observed that while some courts have "narrowly interpreted that phrase to mean only in rem interests in property," the trend in modern cases is towards "a more expansive reading of 'interests in property' which 'encompasses other obligations that may flow from ownership of the property.'" *Id.* at 289 (*citing* 3 Collier on Bankruptcy, ¶ 363.06[1] (L. King, 15th rev. ed. 1988)). As determined by the Fourth Circuit in *In re Leckie Smokeless Coal Co.*, the scope of § 363(f) is not limited to *in rem* interests. 99 F.3d 573, 581-582 (4th Cir. 1996) (holding that coal mine operators could sell their assets free and clear of their obligations to a benefits plan and fund

under the Coal Act). Thus, debtors "could sell their assets under § 363(f) free and clear of successor liability that otherwise would have arisen under federal statute." *Folger*, 209 F.3d at 258 (*citing Leckie*, 99 F.3d at 582).

Courts have consistently held that a buyer of a debtor's assets pursuant to a § 363 sale takes such assets free from successor liability resulting from pre-existing claims. *See The Ninth Avenue Remedial Group v. Allis-Chalmers Corp.*, 195 B.R. 716, 732 (Bankr. N.D. Ind. 1996) (stating that a bankruptcy court has the power to sell assets free and clear of any interest that could be brought against the bankruptcy estate during the bankruptcy); *MacArthur Company v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 837 F.2d 89, 93-94 (2d Cir. 1988) (channeling of claims to proceeds consistent with intent of sale free and clear under § 363(f)). The purpose of an order purporting to authorize the transfer of assets free and clear of all "interests" would be frustrated if claimants could thereafter use the transfer as a basis to assert claims against the purchaser arising from the Debtors' pre-sale conduct. Under § 363(f), the purchaser is entitled to know that the Purchased Assets and/or the Other Assets are not infected with latent claims that will be asserted against the purchaser after the proposed transaction is completed. Accordingly, consistent with the above-cited case law, the order approving the Sale should state that the Successful Bidder is not liable as a successor under any theory of successor liability, for claims that encumber or relate to the Purchased Assets and/or the Other Assets.

iii. The Successful Bidder Should be Afforded All Protections Under § 363(m) as A Good Faith Purchaser

Section 363(m) protects a good-faith purchaser's interest in property purchased from the debtor's estate notwithstanding that the sale conducted under § 363(b) is later reversed or modified on appeal. Specifically, § 363(m) states that:

> The reversal or modification on appeal of an authorization under [section 363(b)] . . . does not affect the validity of a sale . . . to an entity that purchased . . . such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale were stayed pending appeal.

11 U.S.C. § 363(m). Section 363(m) "codifies Congress's strong preference for finality and efficiency" in bankruptcy proceedings. *In re Energytec, Inc.* 739 F.3d 215, 218-19 (5th Cir.

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2013). The Ninth Circuit has repeatedly held that, under § 363(m), "[w]hen a sale of assets is made to a good faith purchaser, it may not be modified or set aside unless the sale was stayed pending appeal." *Paulman v. Gateway Venture Partners III, L.P. (In re Filtercorp, Inc).*, 163 F.3d 570, 576 (9th Cir. 1998) ; *In re Ewell*, 958 F.2d 276, 282 (9th Cir. 1992) ("Because the Buyer was a good faith purchaser, under 11 U.S.C. § 363(m) the sale may not be modified or set aside on appeal unless the sale was stayed pending appeal."); *Onouli-Kona Land Co. v. Estate of Richards (In re Onouli-Kona Land Co.)*, 846 F.2d 1170, 1172 (9th Cir. 1988) ("Finality in bankruptcy has become the dominant rationale for our decisions [...]").

The selection of the Successful Bidder will be the product of arms' length, good faith negotiations in an anticipated competitive purchasing process. The Debtors intend to request at the Sale Hearing a finding that the Successful Bidder is a good faith purchaser entitled to the protections of § 363(m).

E. RELIEF FROM THE 14-DAY WAITING PERIOD UNDER RULES 6004(H) AND 6006(D) IS APPROPRIATE

Rule 6004(h) provides that an "order authorizing the use, sale, or lease of property . . . is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Similarly, Rule 6006(d) provides that an "order authorizing the trustee to assign an executory contract or unexpired lease . . . is stayed until the expiration of 14 days after the entry of the order, unless the court orders otherwise." The Debtors request that the Order be effective immediately by providing that the 14-day stays under Rules 6004(h) and 6006(d) are waived.

The purpose of Rules 6004(h) and 6006(d) is to provide sufficient time for an objecting party to appeal before an order can be implemented. *See* Advisory Committee Notes to Fed. R. Bankr. P. 6004(h) and 6006(d). Although Rules 6004(h) and 6006(d) and the Advisory Committee Notes are silent as to when a court should "order otherwise" and eliminate or reduce the 14-day stay period, *Collier* suggests that the 14-day stay period should be eliminated to allow a sale or other transaction to close immediately "where there has been no objection to the procedure." *Collier on Bankruptcy*, ¶ 6004.11 (Alan N. Resnick & Henry J. Sommer eds., 16th ed.). Furthermore, *Collier* provides that if an objection is filed and overruled, and the objecting

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party informs the court of its intent to appeal, the stay may be reduced to the amount of time actually necessary to file such appeal. *Id.*

The Debtors hereby request that the Court waive the 14-day stay periods under Rules 6004(h) and 6006(d) or, in the alternative, if an objection to the Sale is filed, reduce the stay period to the minimum amount of time needed by the objecting party to file its appeal.

F. THE APPLICABLE REQUIREMENTS OF LBR 6004-1 HAVE BEEN SATISFIED

Here all of the applicable requirements of LBR 6004-1(b) pertaining to the Motion and the request therein to approve the Bidding Procedures have been satisfied. First, as required by LBR 6004-1(b)(2), the Notice of Motion describes the proposed Bidding Procedures and includes a copy of the Stalking Horse APA. Second, as required by LBR 6004-1(b)(2), the Notice of the Bid Procedures Motion and this Memorandum describe marketing efforts undertaken and the anticipated marketing of the Purchased Assets through the deadline for prospective Overbidders to submit bids for the Auction. Third, the Debtors provided notice of the Notice of Motion, Motion, and this Memorandum pursuant to LBR 6004-1(b)(3) and the *Order Granting Emergency Motion of Debtors for Order Limiting Scope of Notice* [Docket No. 132]. Therefore, the Debtors submit that service of the Notice of Motion, Motion, and this Memorandum by such means was adequate and appropriate.

V. CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter an order: (i) granting the relief requested herein; and (ii) granting such other and further relief as the Court may deem proper.

Dated: January 17, 2019

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SAMUEL R. MAIZEL
TANIA M. MOYRON

By */s/ Tania M. Moyron*
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EXHIBIT A

FINAL VERSION

ASSET PURCHASE AGREEMENT

By and Among

Verity Health System of California, Inc., Verity Holdings, LLC,

St. Francis Medical Center, St. Vincent Medical Center, St. Vincent Dialysis Center, Inc., Seton Medical Center

and

Strategic Global Management, Inc.

Dated January 8, 2019

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "**Agreement**") is made and entered into as of the 8th day of January, 2019 (the "**Signing Date**") by and among Verity Health System of California, Inc., a California nonprofit public benefit corporation ("**Verity**"), Verity Holdings, LLC, a California limited liability company ("**Verity Holdings**"), St. Francis Medical Center, a California nonprofit public benefit corporation ("**St. Francis**"), St. Vincent Medical Center, a California nonprofit public benefit corporation ("**St. Vincent**"), St. Vincent Dialysis Center, Inc., a California nonprofit public benefit corporation ("**St. Vincent Dialysis**"), and Seton Medical Center, a California nonprofit public benefit corporation ("**Seton**" and together with St. Francis Medical Center, St. Vincent Medical Center and St. Vincent Dialysis, collectively, the "**Hospital Sellers**") (Verity, Verity Holdings, St. Francis, St. Vincent, St. Vincent Dialysis and Seton are each referred to herein individually as a "**Seller**" and collectively as the "**Sellers**"), and Strategic Global Management, Inc., a California corporation ("**Purchaser**").

RECITALS:

A. St. Francis engages in the business of the operation of the hospital known as St. Francis Medical Center, located at 3630 E. Imperial Highway, Lynwood, CA 90262, including the hospital pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics owned or operated by St. Francis (collectively, the "**St. Francis Hospital**").

B. St. Vincent engages in the business of the operation of the hospital known as St. Vincent Medical Center, located at 2131 W 3rd Street, Los Angeles, CA 90057, including the hospital pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics owned or operated by St. Vincent (collectively, the "**St. Vincent Hospital**").

C. Seton engages in the business of the operation of two general acute care hospitals under a single license, consisting of: (i) the hospital known as Seton Medical Center, located at 1900 Sullivan Avenue, Daly City, CA 94015, including the hospital pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics owned or operated by Seton (collectively, the "**Seton Hospital**") and (ii) the hospital known as Seton Medical Center Coastside, located at 600 Marine Blvd, Moss Beach, CA 94038, including the hospital pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics owned or operated by Seton (collectively, the "**Seton Coastside Hospital**" and together with the St. Francis Medical Center Hospital, the St. Vincent Medical Center Hospital and the Seton Hospital, the "**Hospitals**"; the business of the operation of the Hospitals is referred to herein as the "**Businesses**").

D. Purchaser desires to purchase from Sellers, and Sellers desire to sell to Purchaser, the assets described in Section 1.7 below (the "**Assets**") owned by Sellers and used with respect to the Businesses, for the consideration and upon the terms and conditions contained in this Agreement.

E. Sellers filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") with the United States Bankruptcy Court for the Central District of California, Los Angeles Division (the "**Bankruptcy Court**"), lead Case No. 2:18-bk-201510ER, jointly administered or to be jointly administered with their affiliates (the "**Bankruptcy Cases**").

F. The parties intend to effectuate the transactions contemplated by this Agreement through a sale of the Assets approved by the Bankruptcy Court pursuant to Section 363 of Title 11 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained in this Agreement, and for their mutual reliance and incorporating into this Agreement the above recitals, the parties hereto agree as follows:

ARTICLE 1

SALE AND TRANSFER OF ASSETS; CONSIDERATION; CLOSING

1.1 Purchase Price.

(a) Subject to the terms and conditions of this Agreement, the purchase price ("**Purchase Price**") shall consist of the following:

(i) Cash payment to Sellers (the "**Cash Consideration**") of Six Hundred Ten Million Dollars ($610,000,000.00), which shall be allocated Four Hundred Twenty Million Dollars ($420,000,000) to St. Francis Medical Center, One Hundred Twenty Million Dollars ($120,000,000) to St. Vincent Medical Center, and Seventy Million Dollars ($70,000,000) to Seton for Seton Hospital and Seton Coastside Hospital, provided, that if the CA AG's approval does not include a requirement that Seton Hospital remain open as an acute care hospital or that Seton Coastside Hospital remain open as a skilled nursing facility, then an amount to be determined by Purchaser, in its sole discretion, of such Cash Consideration shall be re-allocated from St. Francis to Seton;

(ii) Assumption of Sellers' accrued vacation and other paid time off as of the Closing, to be provided only with respect to Hired Employees (as defined in Section 5.3(a)) in the form of credited vacation and PTO, subject to compliance with applicable law and regulation, including consent of such employees if required;

(iii) Assumption of all liabilities of Seton as Obligated Party and Property Owner under the (i) Agreement to Pay Assessment and Finance Improvements dated May 17, 2017 with California Statewide Communities Development Authority ("**CSCDA**") and (ii) Agreement to Pay Assessment and Finance Improvements dated May 18, 2017 with CSCDA (collectively

the "**Special Assessments**") each associated with of the Property Assessed Clean Energy ("**PACE**") (seismic and clean energy) loans (collectively the "**PACE Obligations**"); and

(iv) Payment of Cure Costs (defined below) associated with any Assumed Leases and/ or Assumed Contracts and assumption of the other Assumed Obligations (as defined below).

(b) Purchaser (i) is acquiring the Assets and (ii) is only assuming (x) the PACE Obligations and (y) the Assumed Obligations (as defined below).

(c) At the Closing, Purchaser shall pay to Sellers, by wire transfer of immediately available funds to the accounts specified by Sellers to Purchaser in writing, an aggregate amount equal to the Cash Consideration, minus the Net QAF Reduction Amount (defined below), if any, plus the Net QAF Increase Amount (defined below), if any, plus any amounts (x) held by the PACE Trustee as an interest or fee reserve on account the PACE Obligations on the Closing Date and (y) remitted to CSCDA by Seton pursuant to the Special Assessments from and after the date of execution of this Agreement by Buyer up to and including the Closing Date, minus the Deposit (defined below).

(d) For purposes of this Agreement, the "**QAF Program**" means the California Department of Health Care Services Hospital Quality Assurance Fee Programs IV ("**QAF IV**") and V ("**QAF V**"). During the period prior to Closing, Sellers shall pay any fees owing under QAF IV and QAF V, and Sellers shall be entitled to retain all payments received under QAF IV and QAF V. At Closing, Sellers shall credit to the Cash Consideration the amount by which payments received under QAF IV and QAF V between the Signing Date and Closing exceed the sum of (i) fees paid under QAF IV and QAF V during such period plus (ii) the amount of fees which are unpaid and owing as of the Closing in respect of invoices received by Sellers prior to Closing under QAF IV and QAF V (the "**Net QAF Reduction Amount**"), as provided above in Section 1.1(c). At Closing, Purchaser shall pay Sellers (as an increase to the Cash Consideration) the amount by which the sum of (i) fees paid under QAF IV and QAF V between the Signing Date and Closing plus (ii) the amount of fees which are unpaid and owing as of Closing in respect of invoices received by Sellers prior to Closing under QAF IV and QAF V exceeds payments received under QAF IV and QAF V during such period (the "**Net QAF Increase Amount**"), as provided above in Section 1.1(c).

(e) Purchaser shall, prior to Closing, be permitted to communicate with holders of secured debt of the Sellers regarding the possible assumption by Purchaser of all or a portion of such debt at the Closing. If Purchaser agrees to assume any such debt at the Closing, Purchaser and Sellers shall negotiate an appropriate credit to the Purchase Price for such assumption of debt.

1.2 Deposit. Purchaser, by wire transfer to an account designated by Sellers has made a good faith deposit in the amount of Thirty Million Dollars ($30,000,000) on the date hereof (the "**Deposit**"). The Deposit shall be non-refundable in all events, except as provided in Section 6.1(b) or Section 6.2, or in the event Purchaser has terminated this Agreement pursuant to Section 9.1 (other than Section 9.1(b)) or as set forth in Section 9.2, in which case Seller shall immediately return the Deposit to Purchaser with all interest earned thereon. Upon Closing, the Deposit will

be credited against the Purchase Price. Pending the Closing, or until this Agreement is terminated, the Deposit shall be deposited in an interest bearing account, with interest credited to Purchaser, at a federally-insured financial institution mutually acceptable to Purchaser and Sellers. In addition, on the Signing Date, Purchaser shall deliver to Sellers executed letters from its financing sources, in form and substance satisfactory to Sellers in their discretion.

1.3 Closing Date. The consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at 10:00 a.m. local time at the offices of Dentons US LLP, 601 South Figueroa St., Suite 2500, Los Angeles, CA 90017-5704 (the day on which Closing actually occurs, the "**Closing Date**") promptly but no later than ten (10) business days following the satisfaction or waiver of the conditions set forth in ARTICLE 7 and ARTICLE 8, other than those conditions that by their nature are to be satisfied at Closing but subject to fulfillment or waiver of those conditions. The Closing shall be deemed to occur and to be effective as of 11:59 p.m. Pacific time on the Closing Date (the "**Effective Time**").

1.4 Items to be Delivered by Sellers at Closing. At or before the Closing, Sellers shall deliver, or cause to be delivered, to Purchaser the following:

1.4.1 a Bill of Sale substantially in the form of **Exhibit 1.4.1** attached hereto (the "**Bill of Sale**"), duly executed by each Seller, with respect to the Assets;

1.4.2 Real Estate Assignment and Assumption Agreements (the "**Real Estate Assignments**") in the form of **Exhibit 1.4.2** attached hereto with respect to (i) the Leased Real Property, and (ii) the Tenant Leases, each duly executed by each Seller;

1.4.3 a Quitclaim Deed (the "**Deed**") in the form of **Exhibit 1.4.2** attached hereto with respect to the real property listed in Schedule 1.4.3, together with all plant, buildings, structures, installments, improvements, fixtures, betterments, additions and constructions in progress situated thereon (collectively, the "**Owned Real Property**") duly executed by each Seller;

1.4.4 an Assumption Agreement (the "**Assumption Agreement**") in the form of **Exhibit 1.4.2** attached hereto with respect to the Assumed Obligations duly executed by each Seller;

1.4.5 favorable original certificates of good standing, of each Seller, issued by the State of California, dated no earlier than a date which is fifteen (15) calendar days prior to the Closing Date;

1.4.6 a duly executed certificate of an officer of each Seller certifying to Purchaser (i) the incumbency of the officers of such Seller on the Signing Date and on the Closing Date and bearing the authentic signatures of all such officers who shall execute this Agreement and any additional documents contemplated by this Agreement and (ii) the due adoption and text of the resolutions or consents of the Board of Directors of such Seller authorizing (I) the transfer of the Assets and transfer of the Assumed Obligations by such Seller to Purchaser and (II) the due execution, delivery and performance of this Agreement and all additional documents contemplated

by this Agreement, and that such resolutions have not been amended or rescinded and remain in full force and effect on the Closing Date;

1.4.7 a certified copy of the Sale Order (as defined below);

1.4.8 a Transition Services Agreement (the "**Transition Services Agreement**") in form and substance satisfactory to Sellers and Purchaser, in their reasonable discretion, granting to Sellers use of certain assets, systems and personnel identified in such agreement solely in connection with Sellers' wind-down of the Businesses, the completion of the Bankruptcy Cases and the dissolution of Sellers (and following completion of such wind-down, Bankruptcy Cases and dissolution of Sellers, such Transition Services Agreement shall automatically terminate);

1.4.9 acknowledgements by CSCDA and the PACE Trustee that Purchaser is the Successor Property Owner and Obligated Party under the PACE Obligations and releases of the Sellers from any and all claims arising or accruing prior to the Closing Date, and

1.4.10 any such other instruments, certificates, consents or other documents which Purchaser and Sellers mutually deem reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof.

1.5 Items to be Delivered by Purchaser at Closing. At or before the Closing, Purchaser shall deliver or cause to be delivered to Sellers the following:

1.5.1 payment of the Cash Consideration subject to credits or plus payment to Sellers of all amounts as provided under Section 1.6;

1.5.2 evidence of payment of all Cure Costs required hereunder to be paid by Purchaser;

1.5.3 a duly executed certificate of the Secretary of Purchaser certifying to Sellers (a) the incumbency of the officers of Purchaser on the Signing Date and on the Closing Date and bearing the authentic signatures of all such officers who shall execute this Agreement and any additional documents contemplated by this Agreement and (b) the due adoption and text of the resolutions of the Board of Directors of Purchaser authorizing the execution, delivery and performance of this Agreement and all additional documents contemplated by this Agreement, and that such resolutions have not been amended or rescinded and remain in full force and effect on the Closing Date;

1.5.4 favorable original certificate of good standing, of Purchaser, issued by the California Secretary of State dated no earlier than a date which is fifteen (15) calendar days prior to the Closing Date;

1.5.5 the Bill of Sale, duly executed by Purchaser;

1.5.6 the Real Estate Assignment(s), duly executed by Purchaser;

1.5.7 the Assumption Agreement, duly executed by Purchaser;

1.5.8 the License Agreement referenced in Section 1.7(q);

1.5.9 the Transition Services Agreement; and

1.5.10 any such other instruments, certificates, consents or other documents which Purchaser and Sellers mutually deem reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof.

1.6 Prorations and Utilities. All items of income and expense listed below with respect to the Assets shall be prorated in accordance with the principles and the rules for the specific items set forth hereafter:

1.6.1 All transfer, conveyance, sales, use, stamp, similar state and local taxes arising from the sale of the Assets hereunder shall be the responsibility of, and allocated to, Purchaser.

1.6.2 Other than the Utility Deposits (defined below), which are governed by Section 1.8(j), and other than with respect to Cure Costs payable by Purchaser, the following costs and expenses shall be prorated based upon the payment period (*i.e.*, calendar or other tax fiscal year) to which the same are attributable: all real estate and personal property lease payments, real estate and personal property taxes, real estate assessments, other than the PACE Special Assessments and other similar charges against real estate, and power and utility charges (collectively, the "**Prorated Charges**") on the Assets. Each Seller shall pay its respective portion at or prior to the Closing (or Purchaser shall receive credit for) of any unpaid Prorated Charges attributable to periods or portions thereof occurring prior to the Effective Time, and Purchaser shall assume as an Assumed Liability or, to the extent previously paid by any Seller, pay to such Seller at the Closing all Prorated Charges attributable to periods or portions thereof occurring from and after the Effective Time. In the event that as of the Closing Date the actual tax bills for the tax year or years in question are not available and the amount of taxes to be prorated as aforesaid cannot be ascertained, then rates, millages and assessed valuation of the previous year, with known changes, shall be used. The parties agree that if the real estate and personal property tax prorations are made based upon the taxes for the preceding tax period, the prorations shall be re-prorated after the Closing. As to power and utility charges, "final readings" as of the Closing Date shall be ordered from the utilities; the cost of obtaining such "final readings," if any, shall be paid by Purchaser.

1.6.3 Sellers shall be entitled to all rents and other payments under Tenant Leases accruing for the period prior to the Effective Time ("**Pre Effective Time Lease Amounts**"), and Purchaser shall be entitled to all rents and other payments under tenant leases accruing for the period after the Effective Time ("**Post Effective Time Lease Amounts**" and together with the Pre Effective Time Lease Amounts, the "**Lease Amounts**"). All Lease Amounts that are collected prior to the Closing shall be prorated as of the Closing in accordance with the immediately preceding sentence. All Lease Amounts that are accrued but uncollected as of the Closing (including, without limitation, rents and other payments accrued prior to the Closing but payable in arrears after the Closing) (collectively, the "**Unpaid Amounts**") shall belong to Sellers, and Purchaser shall, upon receipt of said rents and other payments, receive the same in trust for Sellers and shall promptly remit any of such amounts to the applicable Seller within ten (10) days after

Purchaser's receipt of same. For the avoidance of doubt, all rental payments received after Closing shall be first applied to any amounts owed to the Sellers under this Section 1.6.3.

1.6.4 All prorations and payments to be made under the foregoing provisions shall be agreed upon by Purchaser and Sellers prior to the Closing and shall be binding upon the parties; provided, however, with respect to the Unpaid Amounts, in the event any proration, apportionment or computation shall prove to be incorrect for any reason, then either the applicable Seller or Purchaser shall be entitled to an adjustment to correct the same, provided that said party makes written demand on the party from whom it is entitled to such adjustment within thirty (30) calendar days after the erroneous payment or computation was made, or such later time as may be required, in the exercise of due diligence, to obtain the necessary information for proration. This Section 1.6 shall survive Closing.

1.7 Transfer of Assets of Sellers. On the Closing Date and subject to the terms and conditions of this Agreement, each Seller shall sell, assign, transfer, convey and deliver to Purchaser, free and clear of all liens, claims, interests and encumbrances other than the Permitted Exceptions (defined below), and Purchaser shall acquire, all of each Seller's right, title and interest in and to only the following assets and properties, as such assets shall exist on the Closing Date, in each case (notwithstanding anything else in this Agreement) solely to the extent used primarily in the conduct of the Businesses and to the extent not included among the Excluded Assets, such transfer being deemed to be effective at the Effective Time:

(a) all of the tangible personal property owned by such Hospital Seller, or to the extent assignable or transferable by each Hospital Seller, leased, subleased or licensed by such Hospital Seller, and used by such Seller in the operation of the Hospital of such Hospital Seller, including equipment, furniture, fixtures, machinery, vehicles, office furnishings and leasehold improvements (the "**Personal Property**");

(b) all of such Hospital Seller's rights, to the extent assignable or transferable, to all Medicare and Medi-Cal provider agreements, permits, approvals, certificates of exemption, franchises, accreditations and registrations and other governmental licenses, permits or approvals issued to such Seller for use in the operation of the Hospital of such Hospital Seller (the "**Licenses**"), including, without limitation, the Licenses and Medicare/Medi-Cal Provider Agreements set forth on **Schedule 1.7(b)**, except to the extent Purchaser elects, in its discretion, not to take assignment of any such Licenses;

(c) all of such Hospital Seller's interest in and to the Owned Real Property and all of such Hospital Seller's interest, to the extent assignable or transferable, in and to all of the following (the "**Assumed Leases**"): (i) personal property leases with respect to the operation of the Hospital of such Hospital Seller (including leases for assets described in Section 1.7(i), (ii) the real property leases for all real property leased by such Hospital Seller and set forth on **Schedule 1.7(c)(ii)** (the "**Leased Real Property**"), and (iii) the real property leased or subleased by such Seller to a third party and set forth on **Schedule 1.7(c)(iii)** (the "**Tenant Leases**");

(d) all of such Hospital Seller's interest, to the extent assignable or transferable, in and to all contracts and agreements (including, but not limited to, purchase orders) with respect

to the operation of the Hospital of such Hospital Seller that have been designated by Purchaser as a contract to be assumed pursuant to Section 1.11 (the "**Assumed Contracts**");

(e) other than the Excluded Settlements and Actions (defined below), all claims, rights, interests and proceeds (whether received in cash or by credit to amounts otherwise due to a third party) with respect to amounts overpaid by such Seller to any third party health plans with respect to periods prior to the Effective Time (e.g. such overpaid amounts may be determined by billing audits undertaken by such Seller or such Seller's consultants), except with respect to any causes of action or proceeds thereof arising under Chapter 5 of the Bankruptcy Code other than with respect to Assumed Contracts and Assumed Leases and other items described in Section 1.8(h);

(f) to the extent assignable or transferable, all inventories of supplies, drugs, food, janitorial and office supplies and other disposables and consumables (i) located at the Hospital of such Seller or (ii) used in the operation of the Hospital of such Seller (the "**Inventory**") except as set forth in Section 1.8(e);

(g) other than Utility Deposits, all prepaid rentals, deposits, prepayments (excluding prepaid insurance and prepaid taxes) and similar amounts relating to the Assumed Contracts and/or the Assumed Leases, which were made with respect to the operation of the Hospital of such Hospital Seller (the "**Prepaids**");

(h) to the extent assignable or transferrable, all of the following that are not proprietary to such Seller and/or owned by or proprietary to such Hospital Seller's affiliates: operating manuals, files and computer software with respect to the operation of the Hospital of such Hospital Seller, including, without limitation, all patient records, medical records, employee records, financial records, equipment records, construction plans and specifications, and medical and administrative libraries; *provided, however*, that any patient records and medical records which are not required by law to be maintained by such Hospital Seller as of the Effective Time shall be an Excluded Asset;

(i) to the extent assignable or transferrable (and if leased, to the extent the associated lease is transferrable), including any assignment which is made effective pursuant to the Sale Order where the consent of a third party is required pursuant to the terms of an applicable agreement but not obtained, all systems, servers, computers, hardware, firmware, middleware, telecom equipment, networks, data communications lines, routers, hubs, switches and all other information technology equipment, and all associated documentation owned, leased or licensed by Sellers and used by Sellers with respect to the operations of the Hospitals;

(j) all Measure B trauma funding received after the Signing Date to be paid related to service periods ending on or after the Signing Date (pro rated between Purchaser and Sellers for any such payments covering service periods which include days both before and after the Signing Date based upon the number of days in the relevant payment period before the Signing Date (for the account of Sellers) and after the Signing Date (for the account of Purchaser));

(k) Except for as stated in Section 1.7(j), all accounts and interest thereupon, notes and interest thereupon and other receivables of such Seller, including, without limitation,

accounts, notes or other amounts receivable, disproportionate share payments and all claims, rights, interests and proceeds related thereto, including all accounts and other receivables, and Seller Cost Report settlements related thereto, in each case arising from the rendering of services or provision of goods, products or supplies to inpatients and outpatients at the Hospital of such Seller, billed and unbilled, recorded and unrecorded, for services, goods, products and supplies provided by such Seller prior to the Effective Time whether payable by Medicare, Medicaid, or any other payor (including an insurance company), or any health care provider or network (such as a health maintenance organization, preferred provider organization or any other managed care program) or any fiscal intermediary of the foregoing, private pay patients, private insurance or by any other source (collectively, "**Accounts Receivable**");

(l) all rights, claims and causes of action of such Seller to the extent related to and/or to the extent arising out of the Accounts Receivable acquired by Purchaser at the Closing;

(m) other than the Excluded Settlements and Actions, all regulatory settlements, rebates, adjustments, refunds or group appeals, including without limitation pursuant to all cost reports filed by Sellers for payment or reimbursement from government payment programs and other payors with respect to periods after the Signing Date;

(n) other than the Excluded Settlements and Actions, all casualty insurance proceeds arising in respect of casualty losses occurring after the Signing Date in connection with the ownership or operation of the Assets;

(o) other than the Excluded Settlements and Actions, all surpluses arising out of any risk pools, shared savings program or accountable care organization arrangement to which any Seller is party on the Closing Date, in each case to the extent Purchaser assumes the underlying contract relating to such risk pools, shared savings program or accountable care organization arrangement;

(p) all transferable unclaimed property of any Person in Sellers' possession as of the Closing Date, including, without limitation, property which is subject to applicable escheat laws;

(q) to the extent assignable or transferable by Sellers without out-of-pocket expense to Sellers, all warranties (including warranties of any manufacturer or vendor) on or in connection with the Assets (including the Personal Property) in favor of the Hospitals or Sellers;

(r) the right to use the names "St. Francis Medical Center", "St. Vincent Medical Center", "Seton Medical Center" and "Seton Medical Center Coastside", including any trademarks, service marks, trademark and service mark registrations and registration applications, trade names, trade name registrations, logos, domain names, trade dress, copyrights, copyright registrations, website content, know- how, trade secrets and the corporate or company names of Sellers and the names of the Hospitals, together with all rights to sue and recover damages for infringement, dilution, misappropriation or other violation or conflict associated with any of the foregoing; at the Closing, Purchaser will execute and deliver to Sellers the Transition Services Agreement granting to Sellers an unlimited, royalty free, irrevocable license to use any and all of the foregoing solely in connection with the wind-down of the Businesses, the completion of the

Bankruptcy Cases and the dissolution of Sellers (and following completion of such wind-down, Bankruptcy Cases and dissolution of Sellers, such license shall automatically terminate);

(s) all goodwill of the Hospital of such Hospital Seller evidenced by or associated with any of the Assets;

(t) to the extent transferable or assignable, such Hospital Seller's right or interest in the telephone and facsimile numbers and uniform resource locaters used with respect to the operation of the Hospital of such Hospital Seller;

(u) each such Hospital Seller's Medicare and Medi-Cal provider agreements and lockbox account(s) identified on **Schedule 1.7(u)**;

(v) all documents, records, correspondence, work papers and other documents, other than patient records, primarily relating to the Accounts Receivable;

(w) with respect to Verity Holdings, the assets represented by the assessor's parcel numbers (APN's) listed in **Schedule 1.7(w)** hereof (the "**Purchased Verity Holdings Assets**");

(x) except for the Excluded Assets, to the extent assignable or transferable, and subject to the Permitted Exceptions, any other assets owned by such Hospital Seller (which are not otherwise specifically described above in this Section 1.7) that are used in the operation of the Hospital of such Hospital Seller;

(y) all of Seton's interest in and to the PACE Obligations; and

(z) all QAF V and subsequent QAF program payments received after the Closing (e.g., QAF VI and QAF VII).

As used herein, the term "**Permitted Exceptions**" means (i) the Assumed Obligations; (ii) the PACE Obligations; (iii) liens for taxes not yet due and payable (iv) easements, rights of way, zoning ordinances and other similar encumbrances affecting real property; (v) other imperfections of title or encumbrances, if any, which are not monetary in nature and that are not, individually or in the aggregate, material to the business of the Hospital; (vi) any agreements made with any governmental authority in order to obtain any consent or approval, including, without limitation, in connection with the Medicare and Medi-Cal provider agreements; and (vii) other imperfections of title or encumbrances that are expressly identified on **Schedule 1.7** hereof.

1.8 Excluded Assets. Notwithstanding anything to the contrary in Section 1.7, each Seller shall retain all interests, rights and other assets owned directly or indirectly by it (or any of such Seller's affiliates) which are not among the Assets, including, without limitation, the following interests, rights and other assets of such Seller (collectively, the "**Excluded Assets**"):

(a) cash, cash equivalents and short-term investments;

(b) all Seller Plans (defined below) and the assets of all Seller Plans and any asset that would revert to the employer upon the termination of any Seller Plan, including, without limitation, any assets representing a surplus or overfunding of any Seller Plan;

(c) all contracts that are not Assumed Contracts;

(d) all leases that are not Assumed Leases;

(e) the portions of Inventory, Prepaids, and other assets disposed of, expended or canceled, as the case may be, by such Seller after the Signing Date and prior to the Effective Time in the ordinary course of business;

(f) assets owned and provided by vendors of services or goods to the Hospital of such Hospital Seller;

(g) all of such Seller's organizational or corporate record books, minute books, tax returns, tax records and reports, data, files and documents, including electronic data related thereto;

(h) all claims, counterclaims and causes of action of such Seller or such Seller's bankruptcy estate (including parties acting for or on behalf of such Seller's bankruptcy estate, including, but not limited to, the official committee of unsecured creditors appointed in the Bankruptcy Cases), including, without limitation, rights of recovery or set-off of every kind and character against third parties, causes of action arising out of any claims and causes of action under chapter 5 of the Bankruptcy Code and any related claims, counterclaims and causes of action under applicable non-bankruptcy law, and any rights to challenge liens asserted against property of such Seller's bankruptcy estate, including, but not limited to, liens attaching to the Purchase Price paid to such Seller, and the proceeds from any of the foregoing;

(i) other than casualty insurance proceeds described in Section 1.7(m), all insurance policies and contracts and coverages obtained by such Seller or listing such Seller as insured party, a beneficiary or loss payee, including prepaid insurance premiums, and all rights to insurance proceeds under any of the foregoing, and all subrogation proceeds related to any insurance benefits arising from or relating to Assets prior to the Closing Date;

(j) all deposits made with any entity that provides utilities to the Hospital (the "**Utility Deposits**");

(k) all rents, deposits, prepayments, and similar amounts relating to any contract or lease that is not an Assumed Contract or Assumed Lease;

(l) all non-transferrable unclaimed property of any third party as of the Effective Time, including, without limitation, property which is subject to applicable escheat laws;

(m) all other bank accounts of such Sellers not listed on **Schedule 1.7(u)**;

(n) all writings and other items that are protected from discovery by the attorney-client privilege, the attorney work product doctrine or any other cognizable privilege or protection;

(o) the rights of such Seller to receive mail and other communications with respect to Excluded Assets or Excluded Liabilities;

(p) all director and officer insurance;

(q) all tax refunds of such Seller;

(r) all documents, records, operating manuals and film pertaining to the Hospital that the parties agree that such Seller is required by law to retain;

(s) all patient records and medical records which are not required by law to be maintained by such Seller as of the Effective Time;

(t) all documents, records, correspondence, work papers and other patient records that may not be transferred under applicable law, and any other documents, records, or correspondence (including with respect to any employees) that may not be transferred under applicable law;

(u) any rights or documents relating to any Excluded Liability or other Excluded Asset;

(v) any rights or remedies provided to such Seller under this Agreement and each other document executed in connection with the Closing;

(w) any (i) personnel files for employees of such Seller who are not hired by Purchaser; (ii) other books and records that such Seller is required by Law to retain; provided, however, that except as prohibited by Law and subject to Article 5, Purchaser shall have the right to make copies of any portions of such retained books and records that relate to the business of the Hospital as conducted before the Closing or that relate to any of the Assets; (iii) documents which such Seller is not permitted to transfer pursuant to any contractual obligation owed to any third party; (iv) documents primarily related to any Excluded Assets; and (v) documents necessary to prepare tax returns (Purchaser shall be entitled to a copy of such documents). With respect to documents necessary to prepare cost reports, Purchaser shall receive the original document and such Seller shall be entitled to retain a copy of such documents for any period ending on or prior to the Closing Date;

(x) all deposits or other prepaid charges and expenses paid in connection with or relating to any other Excluded Assets;

(y) all rights, claims and causes of action of such Seller to the extent related to and/or to the extent arising out of the receivables identified in **Schedule 1.8(y)** and rights to settlements and retroactive adjustments, if any, whether arising under a Seller Cost Report or otherwise, for any reporting periods ending on or prior to the Effective Time, whether open or closed, arising from or against the United States government under the terms of the Medicare

program or TRICARE (formerly the Civilian Health and Medical Program of the Uniformed Services);

(z) all pre-Closing settlements or settlements pursuant to adversary proceedings in the Bankruptcy Cases, including, without limitation, any proceedings identified in Section 1.8(h) or 1.8(y) (together with the items identified in Section 1.8(h) and 1.8(y), the "**Excluded Settlements and Actions**");

(aa) for the avoidance of doubt, all QAF IV and QAF V payments actually received prior to the Signing Date;

(bb) all assets of Verity Holdings other than the Purchased Verity Holdings Assets and all assets of any of the tenants located in the leased premises of the purchased Verity Holdings properties; and

(cc) any assets identified in **Schedule 1.8(cc)**.

1.9 Assumed Obligations. On the Closing Date, each Seller shall assign, and Purchaser shall assume and agrees to discharge, perform and satisfy fully, on and after the Effective Time, the following liabilities and obligations of such Seller and only the following liabilities and obligations (collectively, the "**Assumed Obligations**"):

(a) the Assumed Contracts and all liabilities of such Seller under the Assumed Contracts, including related Cure Costs;

(b) the Assumed Leases and all liabilities of such Seller under the Assumed Leases, including related Cure Costs;

(c) all liabilities and obligations arising out of or relating to any act, omission, event or occurrence connected with the use, ownership or operation by Purchaser of the Hospital or any of the Assets on or after the Effective Time;

(d) all accrued vacation and other paid time off, to the extent assumed under Section 1.1(a)(ii);

(e) all liabilities and obligations of such Seller related to the Hired Employees arising on or following the Effective Time;

(f) all unpaid real and personal property taxes, if any, that are attributable to the Assets after the Effective Time, subject to the prorations provided in Section 1.6;

(g) all liabilities and obligations relating to utilities being furnished to the Assets, subject to the prorations provided in Section 1.6;

(h) any documentary, sales and transfer tax liabilities of such Seller incurred as a result of the consummation of the transaction contemplated by this Agreement;

(i) all liabilities or obligations provided for in Section 5.3;

(j) any obligations or liabilities Purchaser may desire or need to assume in order to have the Certifications/Licenses/Permits identified on Schedule 1.7(b) reissued to Purchaser, as well as any liabilities or obligations associated with Sellers' Medicare and Medi-Cal provider agreements, but only to the extent assumed by Purchaser, and any Medi-Cal liabilities or obligations needed to support ongoing Hospital Quality Assurance Fee Program payments; and

(k) any other obligations and liabilities identified in **Schedule 1.9(k)**.

1.10 Excluded Liabilities. Purchaser shall not assume or become responsible for any duties, obligations or liabilities of any Seller that are not assumed by Purchaser pursuant to the terms of this Agreement, the Bill of Sale, the Assumption Agreement or the Real Estate Assignment(s) (the "**Excluded Liabilities**"), and each Seller shall remain fully and solely responsible for all of such Seller's debts, liabilities, contract obligations, expenses, obligations and claims of any nature whatsoever related to the Assets or the Hospital unless assumed by Purchaser under this Agreement, in the Bill of Sale, the Assumption Agreement or in the Real Estate Assignment(s).

1.11 Designation of Assumed Contracts and Assumed Leases.

(a) Except as provided in Section 1.11(b), all contracts and leases will be subject to evaluation by Purchaser for assumption or rejection (collectively "**Evaluated Contracts**"). Not later than seven (7) days prior to the date of the auction for the Assets (i) Purchaser shall notify each Seller in writing of which Evaluated Contracts are to be assumed by such Seller and assigned to Purchaser and (ii) Purchaser shall notify each Seller in writing signed and dated by Purchaser of which Evaluated Contracts are to be rejected by such Seller (collectively, the "**Rejected Contracts**"); provided, that Purchaser shall have the right to designate additional Evaluated Contracts for assumption up to thirty (30) days prior to Closing. Each Seller shall file such motions in the Bankruptcy Court and take such other actions as are reasonably necessary to ensure that final and non-appealable orders are entered (x) assuming and assigning the respective Assumed Contracts or Assumed Leases applicable to such Seller to Purchaser and (y) rejecting the Rejected Contracts. With respect to each Assumed Lease, the applicable Seller shall execute and deliver to Purchaser an Assignment and Assumption of Lease. Notwithstanding anything to the contrary set forth in this Agreement, the Rejected Contracts shall constitute part of the Excluded Assets pursuant to, and as defined in, this Agreement.

(b) At Closing and pursuant to an order of the Bankruptcy Court, each Seller will assume and immediately assign to Purchaser the leases of such Seller for Leased Real Property and the Tenant Leases.

(c) Notwithstanding the foregoing, Purchaser's obligation to consummate the transactions contemplated by this Agreement are not contingent upon the assumption, assignment or rejection of any contract or lease, or on the amount of any payment or other performance needed to cure any default thereunder.

1.12 Disclaimer of Warranties; Release.

(a) THE ASSETS TRANSFERRED TO PURCHASER WILL BE SOLD BY SELLERS AND PURCHASED BY PURCHASER IN THEIR PHYSICAL CONDITION AT THE EFFECTIVE TIME, "AS IS, WHERE IS AND WITH ALL FAULTS AND NONCOMPLIANCE WITH LAWS" WITH NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, USAGE, WORKMANSHIP, QUALITY, PHYSICAL CONDITION, OR VALUE, AND ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED, AND WITH RESPECT TO THE LEASED REAL PROPERTY WITH NO WARRANTY OF HABITABILITY OR FITNESS FOR HABITATION, INCLUDING, WITHOUT LIMITATION, THE LAND, THE BUILDINGS AND THE IMPROVEMENTS. ALL OF THE PROPERTIES, ASSETS, RIGHTS, LICENSES, PERMITS, PRIVILEGES, LIABILITIES, AND OBLIGATIONS OF SELLERS INCLUDED IN THE ASSETS AND THE ASSUMED OBLIGATIONS ARE BEING ACQUIRED OR ASSUMED "AS IS, WHERE IS" ON THE CLOSING DATE AND IN THEIR PRESENT CONDITION, WITH ALL FAULTS. ALL OF THE TANGIBLE ASSETS SHALL BE FURTHER SUBJECT TO NORMAL WEAR AND TEAR AND NORMAL AND CUSTOMARY USE OF THE INVENTORY AND SUPPLIES IN THE ORDINARY COURSE OF BUSINESS UP TO THE EFFECTIVE TIME.

(b) Purchaser acknowledges that Purchaser will be examining, reviewing and inspecting all matters which in Purchaser's judgment bear upon the Assets, the Sellers, the Hospitals, the business of the Hospitals and their value and suitability for Purchaser's purposes and is relying solely on Purchaser's own examination, review and inspection of the Assets and Assumed Obligations. Purchaser releases each Seller and its affiliates from all responsibility and liability regarding the condition, valuation, salability or utility of the business of the Hospitals or the Assets, or their suitability for any purpose whatsoever. Purchaser further acknowledges that the representations and warranties of Sellers contained in ARTICLE 2 of this Agreement are the sole and exclusive representations and warranties made by Sellers to Purchaser (including with respect to the Hospitals, the Assets and the Assumed Obligations) and shall expire, and be of no further force or effect after January 8, 2019 (the period from the Signing Date until January 8, 2019, the "**Final Diligence Period**"), except that the Sale Order Date Representations shall expire, and be of no further force or effect upon the Sale Order Date, and in each case Sellers shall not have any liability in respect of any breach thereof following such expiration.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller hereby represents, warrants and covenants to Purchaser, severally (and not jointly) with respect to such Seller that the following matters are true and correct as of the Signing Date and as of the last day of the Final Diligence Period, except as would not have a material adverse effect upon the Hospitals, taken as a whole (a "**Material Adverse Effect**") and except as disclosed in the disclosure schedule, as may be amended pursuant to the terms of this Agreement (the "**Disclosure Schedule**"), provided that the representations and warranties set forth in Sections 2.1 (Authorization), 2.2 (Binding Agreement), 2.3 (Organization and Good Standing; No Violation), 2.8 (Compliance with Legal Requirements), 2.9 (Required Consents), 2.11 (Title) and 2.14 (Legal Proceedings) (the "**Sale Order Date Representations**") shall also be made as of immediately prior to the entry of the Sale Order (the "**Sale Order Date**"):

2.1 Authorization. Such Seller has all necessary corporate power and authority to enter into this Agreement and, subject to Bankruptcy Court approval, to carry out the transactions contemplated hereby.

2.2 Binding Agreement. This Agreement has been duly and validly executed and delivered by such Seller and, assuming due and valid execution by Purchaser, this Agreement constitutes a valid and binding obligation of such Seller enforceable in accordance with its terms subject to (a) applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect and (b) limitations on the enforcement of equitable remedies. Except for such corporate actions which have been taken on or before the date hereof, no other corporate action on the part of Sellers is necessary to authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby and thereby.

2.3 Organization and Good Standing; No Violation.

(a) Such Seller is an entity duly organized, validly existing and in good standing under the laws of the State of California. Such Seller has all necessary power and authority to own, operate and lease its properties and to carry on its businesses as now conducted.

(b) Neither the execution and delivery by such Seller of this Agreement nor the consummation of the transactions contemplated hereby by such Seller nor compliance with any of the material provisions hereof by such Seller, will violate, conflict with or result in a breach of any material provision of such Seller's articles of incorporation or bylaws or any other organizational documents of such Seller.

2.4 Contracts. Except as set forth in Schedule 2.4, upon entry of the Sale Order and Purchaser's payment of the Cure Costs, to Seller's knowledge, Seller is not in material breach or default of the Assumed Contracts or Assumed Leases. No provision of this Section 2.4 shall apply to any failure to obtain consents to the assignment of the Assumed Contracts and Assumed Leases from third parties to the Assumed Contracts and Assumed Leases for which consent is required to

assign the Assumed Contracts and Assumed Leases to Purchaser (the "**Contract and Lease Consents**").

2.5 Brokers and Finders. Except as set forth on Schedule 2.5, neither such Seller nor any affiliate thereof, nor any officer or director thereof, have engaged or incurred any liability to any finder, broker or agent in connection with the transactions contemplated hereunder.

2.6 Seller Knowledge. References in this Agreement to "Sellers' knowledge or "the knowledge of Sellers" means the actual knowledge of the Chief Executive Officer or Chief Financial Officer of the applicable Seller, without independent research. No constructive or imputed knowledge shall be attributed to any such individual by virtue of any position held, relationship to any other Person or for any other reason.

2.7 Non-Contravention. Neither the execution and delivery by Sellers of this Agreement and each Ancillary Agreement nor performance of any of the material provisions hereof by Sellers, will violate, conflict with or result in a breach of any material provisions of the articles of incorporation or bylaws of Sellers.

2.8 Compliance with Legal Requirements. Except as set forth in Schedule 2.8, to the knowledge of Sellers: each Seller, with respect to the operation of the Hospitals, is in material compliance with all applicable laws, statutes, ordinances, orders, rules, regulations, policies, guidelines, licenses, certificates, judgments or decrees of all judicial or governmental authorities (federal, state, local, foreign or otherwise) (collectively, "**Legal Requirements**"). Except as set forth in Schedule 2.8, to the knowledge of Sellers, none of the Sellers, with respect to the operation of the Hospitals, has been charged in writing with or been given written notice of or is under investigation with respect to, any material violation of, or any obligation to take material remedial action under, any applicable Legal Requirements.

2.9 Required Consents. Except as set forth in Schedule 2.9, and other than in connection with any Licenses, any provider agreements (including any such agreements with a governmental authority) and the CA AG (defined below), Sellers are not a party to or bound by, nor are any of the Assets subject to, any mortgage, or any material lien, deed of trust, material lease, or material contract or any material order, judgment or decree which, after giving effect to the Sale Order (a) will require the consent of any third party to the execution of this Agreement or (b) will require the consent of any third party to consummate the transactions contemplated by this Agreement.

2.10 Environmental Matters.

(a) Sellers have provided Purchasers with the Phase I Environmental Site Assessments set forth in said Schedule 2.10(a).

(b) Except as disclosed in Schedule 2.10(b), to the knowledge of Sellers, the operations of the Hospitals are not in material violation of any applicable limitations, restrictions, conditions, standards, prohibitions, requirements and obligations of Environmental Laws and related orders of any court or any other governmental authority.

(c) For the purposes of this Section, the term "**Environmental Laws**" shall mean all state, federal or local laws, ordinances, codes or regulations relating to Hazardous Substances or to the protection of the environment, including, without limitation, laws and regulations relating to the storage, treatment and disposal of medical and biological waste. For purposes of this Agreement, the term "**Hazardous Substances**" shall mean (i) any hazardous or toxic waste, substance, or material defined as such in (or for the purposes of) any Environmental Laws, (ii) asbestos-containing material, (iii) medical and biological waste, (iv) polychlorinated biphenyls, (v) petroleum products, including gasoline, fuel oil, crude oil and other various constituents of such products, and (vi) any other chemicals, materials or substances, exposure to which is prohibited, limited or regulated by any Environmental Laws.

2.11 Title. Prior to December 21, 2018, Sellers have delivered at their own expense (i) for all the Real Property preliminary title reports issued by First American Title Insurance Company (the "**Title Commitments**"), (ii) for all of the Real Property all underlying title documents listed on the Title Commitments (the "**Underlying Title Documents**"), and (iii) for all of the Hospitals an as-built ALTA Surveys (the "**Surveys**", and collectively with the Title Commitment and the Underlying Title Documents, the "**Title Documents**").

2.12 Certain Other Representations with Respect to the Hospitals.

(a) Except as set forth in Schedule 2.12, all Licenses which are material and necessary to the operation of the Hospitals or the Hospitals by Sellers are valid and in good standing and Sellers are in compliance with the terms and conditions of all such Licenses in all material respects, in each case except where the failure to be valid and in good standing or in compliance would not have a material adverse effect on the Assets or the Hospitals. Except as set forth in Schedule 2.12, as of the Closing Date Sellers will have any and all material Licenses required under Legal Requirements to conduct the Hospitals as presently conducted by Sellers, except where the failure to have any such License would not have a material adverse effect on the Assets or the Hospitals. To the knowledge of Sellers, no loss or expiration of any License is pending or threatened.

(b) Sellers are certified for participation in the Medicare, Medi-Cal and TRICARE programs and any other federal or state health care reimbursement programs in which they participate, and have current and valid provider agreements with each such program, except where the failure to be so certified or have such provider agreements would not have a material adverse effect.

(c) Sellers have not been excluded from Medicare, Medi-Cal or any federal or state health care reimbursement program, and, to the knowledge of Sellers, there is no pending or threatened exclusion action by a governmental authority against Sellers.

2.13 Financial Statements.

(a) Schedule 2.13(a) hereto contains the following financial statements (the "Historical Financial Statements"): (i) the unaudited balance sheets of the Sellers as of June 30,

2018; (ii) unaudited income statements of the Sellers for the twelve-month periods ended June 30, 2018; (iii) the audited consolidated income statements of Sellers for the years ended 2016 and 2017; and (iv) the unaudited consolidated balance sheet of Sellers as of June 30, 2018.

(b) the income statements contained in the Historical Financial Statements present, fairly in all material respects the results of the operations of the Sellers as of and for the periods covered therein and, except as set forth on Schedule 2.13(b), the balance sheets contained in the Historical Financial Statements (i) are true, complete and correct in all material respects; (ii) present, fairly in all material respects the financial condition of the Sellers as of the dates indicated thereon; and (iii) to the extent prepared by an independent certified public accounting firm, have been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods covered, except as disclosed therein.

2.14 Legal Proceedings. Except as set forth on Schedule 2.14, and except for any and all cases and/or pleadings filed or to be filed in the Bankruptcy Court, which shall be available through Sellers' claims and noticing agent's website at http://www.kcclcc.com/VERITYHEALTH/, to the knowledge of Sellers, there are no material claims, proceedings or investigations pending or threatened with respect to the ownership of the Assets or the operation of the Hospitals or the Hospitals by Sellers before any governmental authority. Except as set forth on Schedule 2.14, and other than any action or proceeding brought in the Bankruptcy Court, to the knowledge of Sellers, Sellers are not subject to any government order with respect to the ownership or operation by Sellers of the Hospitals or the other Assets or the Hospitals and are in substantial compliance with respect to each such government order.

2.15 Employee Benefits. Schedule 2.15(a) contains a list of (i) each pension, profit sharing, bonus, deferred compensation, or other retirement plan or arrangement of Seller with respect to the operation of the Hospital, whether oral or written, which constitutes an "employee pension benefit plan" as defined in Section 3(2) of ERISA, (ii) each medical, health, disability, insurance or other plan or arrangement of Seller with respect to the operation of the Hospital, whether oral or written, which constitutes an "employee welfare benefit plan" as defined in Section 3(1) of ERISA, and (iii) each other employee benefit or perquisite provided by Seller with respect to the operation of the Hospital, in which any employee of Seller participates in his capacity as such (collectively, the "**Seller Plans**").

2.16 Personnel. Schedule 2.16 sets forth a complete list (as of the date set forth therein) of names, positions and current annual salaries or wage rates and scheduled bonus, and the accrued paid time off pay of all employees of Sellers (including employees of the Hospitals and employees of Verity and Verity Holdings) immediately prior to December 21, 2018, whether such employees are full time employees, part-time employees, on short-term or long-term disability or on leave of absence pursuant to Sellers's policies, the Family and Medical Leave Act of 1993 or other similar Legal Requirements (the "**Hospital Employees**") and indicating whether the Hospital Employee is full- time or part-time. Sellers shall have the right to update to Schedule 2.16(a) to reflect changes in employment status or new hires and terminations occurring after December 21, 2018 by providing a revised schedule to Purchase no later than five (5) Business Days before the date scheduled for the Closing.Insurance. Schedule 2.17 contains a list of all material insurance maintained by Sellers with respect to the Assets and the Businesses, as of the Signing Date.

2.18 Accounts Receivable. To the knowledge of Sellers, all Accounts Receivable included in the Assets at Closing result from the bona fide provision of products or services in the ordinary course of business. All Sellers Accounts Receivable are currently deposited, either electronically or manually, into the bank accounts listed on Schedule 4.25(b).

2.19 Payer Contracts. To the knowledge of Sellers, and subject to Section 365 of the Bankruptcy Code, Schedule 2.19 sets forth a complete list of all written contracts with private third party payers including insurance companies and HMOs ("**Payer Contracts**"). Sellers have provided Purchasers with a true and correct copy of all material Payer Contracts, whether or not entered into in the ordinary course of business, or otherwise required to be disclosed on Schedule 2.20, in each case together with all amendments thereto.

2.20 Excluded Individuals. Except as set forth on Schedule 2.20, to the knowledge of Sellers: neither Sellers, Hospitals nor any director, officer or employee of Sellers or Hospitals (a) was, is or is proposed to be, suspended, excluded from participation in, or sanctioned under, any federal or state health care program (including, without limitation, Medicare and Medicaid) (an "**Excluded Individual**"); (b) has been convicted of any criminal offense related to the delivery of any medical or health care services or supplies, or related to the neglect or abuse of patients; (c) has failed to maintain its current License to provide the services required to be provided by it to or on behalf of Sellers and Hospitals; or (d) is unable to obtain or maintain liability insurance consistent with commercially reasonable industry practices.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF PURCHASER

As an inducement to Sellers to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Purchaser hereby represents, warrants and covenants to Sellers as to the following matters as of the Signing Date and, except as otherwise provided herein, shall be deemed to remake all of the following representations, warranties and covenants as of the Closing Date:

3.1 Authorization. Purchaser has full power and authority to enter into this Agreement and has full power and authority to perform its obligations hereunder and to carry out the transactions contemplated hereby. No additional internal consents are required in order for Purchaser to perform its obligations and agreements hereunder.

3.2 Binding Agreement. This Agreement has been duly and validly executed and delivered by Purchaser and, assuming due and valid execution by Sellers, this Agreement constitutes a valid and binding obligation of Purchaser enforceable in accordance with its terms subject to (a) applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect and (b) limitations on the enforcement of equitable remedies.

3.3 Organization and Good Standing. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of California, is or will be duly

authorized to transact business in the State of California, and has full power and authority to own, operate and lease its properties and to carry on its business as now conducted.

3.4 No Violation. Except as set forth in **Schedule 3.4**, neither the execution and delivery by Purchaser of this Agreement nor the consummation of the transactions contemplated hereby nor compliance with any of the material provisions hereof by Purchaser will (a) violate, conflict with or result in a breach of any material provision of the Articles of Incorporation, Bylaws or other organizational documents of Purchaser or any contract, lease or other instrument by which Purchaser is bound; (b) require any approval or consent of, or filing with, any governmental agency or authority, (c) violate any law, rule, regulation, or ordinance to which Purchaser is or may be subject, (d) violate any judgment, order or decree of any court or other governmental agency or authority to which Purchaser is subject.

3.5 Brokers and Finders. Neither Purchaser nor any affiliate thereof nor any officer or director thereof has engaged any finder or broker in connection with the transactions contemplated hereunder.

3.6 Representations of Sellers. Purchaser acknowledges that it is purchasing the Assets on an "AS IS, WHERE IS" basis (as more particularly described in Section 1.12), and that Purchaser is not relying on any representation or warranty (expressed or implied, oral or otherwise) made on behalf of any Seller other than as expressly set forth in this Agreement. Purchaser further acknowledges that no Seller is making any representations or warranties herein relating to the Assets or the operation of the Hospital on and after the Effective Time.

3.7 Legal Proceedings. Except as described on **Schedule 3.7**, there are no claims, proceedings or investigations pending or, to the best knowledge of Purchaser, threatened relating to or affecting Purchaser or any affiliate of Purchaser before any court or governmental body (whether judicial, executive or administrative) in which an adverse determination would materially adversely affect the properties, business condition (financial or otherwise) of Purchaser or any affiliate of Purchaser or which would adversely affect Purchaser's ability to consummate the transactions contemplated hereby. Neither Purchaser nor any affiliate of Purchaser is subject to any judgment, order, decree or other governmental restriction specifically (as distinct from generically) applicable to Purchaser or any affiliate of Purchaser which materially adversely affects the condition (financial or otherwise), operations or business of Purchaser or any affiliate of Purchaser or which would adversely affect Purchaser's ability to consummate the transactions contemplated hereby.

3.8 No Knowledge of a Seller's Breach. Neither Purchaser nor any of its affiliates has knowledge of any breach of any representation or warranty by any Seller or of any other condition or circumstance that would give Purchaser a right to terminate this Agreement pursuant to Section 9.1(c). If information comes to Purchaser's attention on or before the Closing Date (whether through a Seller or otherwise and whether before or after the Signing Date) which indicates that Sellers have breached any of its representations and warranties under this Agreement, then the effect shall be as if the representations and warranties had been modified in this Agreement in accordance with the actual state of facts existing prior to the Effective Time such that there will be no breach under Sellers' representations and warranties in relation to such information; *provided, however*, that Purchaser must immediately notify Sellers if any such breach comes to its attention

on or before the Closing Date, and Purchaser's failure to so notify Sellers shall constitute a waiver by Purchaser of Sellers' breach, if any, of any representation or warranty. If any such information comes to Purchaser's attention on or before the Closing Date (whether through a Seller or otherwise, including through updated schedules, and whether before or after the Signing Date) that would give Purchaser a right to terminate this Agreement pursuant to Section 9.1(c), Purchaser must immediately notify Sellers if any such information comes to its attention on or before the Closing Date, and Purchaser's failure to so notify Sellers shall constitute a waiver of such right in relation to the relevant breach.

3.9 Ability to Perform. Purchaser has the ability to obtain funds in cash in amounts equal to the Purchase Price by means of credit facilities or otherwise and will at the Closing have immediately available funds in cash, which are sufficient to pay the Purchase Price and to pay any other amounts payable pursuant to this Agreement and to consummate the transactions contemplated by this Agreement.

3.10 Purchaser Knowledge. References in this Agreement to "Purchaser's knowledge" or "the knowledge of Purchaser" means the actual knowledge of the Chief Executive Officer, Chief Financial Officer or Chief Operating Officer of Purchaser, without independent research. No constructive or imputed knowledge shall be attributed to any such individual by virtue of any position held, relationship to any other Person or for any other reason.

3.11 Investigation. Purchaser has been afforded reasonable access to, and has been provided adequate time to review, the books, records, information, operations, facilities and personnel of each Seller and the Hospital for purposes of conducting a due diligence investigation of each Seller and the Hospital. Purchaser has conducted a reasonable due diligence investigation of each Seller and the Hospital and has received satisfactory answers to all inquiries it has made respecting each Seller and the Hospital and has received all information it considers necessary to make an informed business evaluation of each Seller and the Hospital. In connection with its due diligence investigation of each Seller and the Hospital, Purchaser has not relied upon any books, records, information, operations, facilities and personnel provided by any Seller, including in making its determination to enter into this Agreement and/or consummate the transactions contemplated hereby.

ARTICLE 4

COVENANTS OF SELLERS

4.1 Access and Information; Inspections.

4.1.1 From the Signing Date through the Effective Time, (a) each Seller shall afford to the officers and agents of Purchaser (which shall include accountants, attorneys, bankers and other consultants and authorized agents of Purchaser) reasonable access during normal business hours at Seller's corporate headquarters in El Segundo, California to, and the right to inspect, the books, accounts, records and all other relevant documents and information with respect to the assets, liabilities and business of the Hospital of such Seller and the plant and property of the Hospital of such Seller at the Hospital of such Seller and (b) each Seller shall furnish Purchaser with such additional financial and operating data and other information in such Seller's possession

as to businesses and properties of the Hospital of such Seller as Purchaser or its representatives may from time to time reasonably request; *provided, however*, that such Seller is not obligated to disclose information which is proprietary to such Seller and would not be essential to the ongoing operation of the Hospital of such Seller by Purchaser; *provided, further*, that all disclosures of information shall be consistent with the confidentiality agreements and any other non-disclosure agreements entered into (or to be entered into) among Purchaser, its representatives and such Seller. Purchaser's right of access and inspection shall be exercised in such a manner as not to interfere unreasonably with the operations of any Seller or the Hospital.

4.1.2 Notwithstanding anything contained herein, no Seller shall be required to provide Purchaser or its representatives or agents access to or disclose information where such access or disclosure would violate the rights of its patients, jeopardize the attorney-client or similar privilege with respect to such information or contravene any law, judgment, fiduciary duty or contract entered into prior to or on the date of this Agreement with respect to such information.

4.2 Cooperation.

4.2.1 Each Seller shall reasonably cooperate with Purchaser and its authorized representatives and attorneys: (a) in Purchaser's efforts to obtain all consents, approvals, authorizations, clearances and licenses required to carry out the transactions contemplated by this Agreement (including, without limitation, those of governmental and regulatory authorities) or which Purchaser reasonably deems necessary or appropriate, (b) in the preparation of any document or other material which may be required by any governmental agency as a predicate to or result of the transactions contemplated in this Agreement, and (c) in Purchaser's efforts to effectuate the assignment of Assumed Contracts to Purchaser as of the Closing Date. Except as may be otherwise requested by a Seller in order to comply with applicable law or regulatory guidance, notwithstanding anything contained herein, other than Bankruptcy Court orders and authorizations, it shall be Purchaser's sole responsibility (including payment of any fees, expenses, filings costs or other amounts) to obtain the Contract and Lease Consents, as well as all governmental consents, approvals, assignments, authorizations, clearances and licenses required to (x) carry out the transactions contemplated by this Agreement, including but not limited to medical licenses and/or (y) transfer any of the Assets, including any Licenses. To the extent Purchaser needs certain information and data which is in the possession of a Seller in order for Purchaser to complete Purchaser's license and permit approval applications, Purchaser shall receive, upon request, reasonable assistance from such Seller in connection with the provision of such information.

4.2.2 Notwithstanding any provision to the contrary contained in this Agreement (including Section 8.7), no Seller shall be obligated to obtain the approval or consent to the assignment, to Purchaser, of any Assumed Contracts or Assumed Leases, from any party to any of the Assumed Contracts or Assumed Leases even if any such contract or lease states that it is not assignable without such party's consent.

4.3 Other Bidders. Purchaser expressly acknowledges and agrees that each Seller has an obligation to seek out and determine the best and highest offer reasonably available for such

Seller's assets in accordance with the Bankruptcy Code, and nothing herein shall amend, modify, alter, diminish or affect such obligation.

4.4 Sellers' Efforts to Close. Each Seller shall use its reasonable commercial efforts to satisfy all of the conditions precedent set forth in ARTICLE 7 and ARTICLE 8 to its or Purchaser's obligations under this Agreement to the extent that such Seller's action or inaction can control or materially influence the satisfaction of such conditions; provided, however, that such Seller shall not be required to pay or commit to pay any amount to (or incur any obligation in favor of) any person (other than filing or application fees).

4.5 Termination Cost Reports. Each Seller shall file all Medicare, Medi-Cal and any other termination cost reports required to be filed as a result of the consummation of (a) the transfer of the Assets of such Seller to Purchaser and (b) the transactions contemplated by this Agreement with respect to such Seller, provided that Purchaser shall fund reasonable costs and expenses of preparation, filing and audit of such reports. Purchaser shall permit each Seller access to all Hospital books and records to prepare such reports and shall assist such Seller in the process of preparing, filing, and reviewing the termination cost reports. All such termination cost reports shall be filed by the applicable Seller in a manner that is consistent with current laws, rules and regulations. Each Seller shall be responsible for filing governmental cost reports for the period of January 1, 2019 through the Closing Date. Purchaser shall be responsible for its own cost report filings relating to the Hospitals beginning on the day immediately following the Effective Time.

4.6 Conduct of the Business. From the Signing Date until the Closing, or the earlier termination of this Agreement, without the prior written consent of Purchaser, Sellers shall, with respect to the ownership of the Assets and the operation of the Hospitals, use commercially reasonable efforts to, in each case except as would not have a Material Adverse Effect (except as otherwise noted):

(a) without regard to Material Adverse Effect, carry on Sellers' ownership of the Assets and the operation of the Hospitals consistent with past practice, but subject to the Bankruptcy Cases and Sellers' obligations and actions in connection therewith;

(b) maintain in effect the insurance and equipment replacement coverage with respect to the Assets;

(c) if and as permitted by the Bankruptcy Court, pay any bonuses payable under the Key Employee Retention Plan and Key Employee Incentive Plan of Sellers;

(d) maintain the Assets in materially the same condition as at present, ordinary wear and tear excepted;

(e) perform its obligations under all contracts with respect to the Assets in compliance with the Bankruptcy Code;

(f) following entry of the Sale Order, permit and allow reasonable access by Purchaser and its representatives (which shall include the right to send written materials, all of which shall be subject to Sellers' reasonable approval prior to delivery) to make offers of post-

Closing employment to any of Sellers' personnel (including access by Purchasers and their representatives for the purpose of conducting open enrollment sessions for Purchasers' employee benefit plans and programs) and to establish relationships with physicians, medical staff and others having business relations with Sellers;

(g) with respect to material deficiencies, if any, cited by any governmental authority (other than the Attorney General of the State of California and other than with respect to Seismic requirements) or accreditation body in the most recent surveys conducted by each, cure or develop and timely implement a plan of correction that is acceptable to such governmental authority or such accreditation body;

(h) timely file or cause to be filed all material reports, notices and tax returns required to be filed and pay all required taxes as they come due;

(i) without regard to Material Adverse Effect, beginning on February 21, 2019 and in accordance with the Sellers' budget under their debtor in possession financing, timely pay any fees that are or become due and payable under QAF IV and QAF V;

(j) comply in all material respects with all Legal Requirements (including Environmental Laws) applicable to the conduct and operation of the Hospitals; and

(k) without regard to Material Adverse Effect, maintain all material approvals, permits and environmental permits relating to the Hospitals and the Assets.

4.7 Contract With Unions. Representatives of Sellers who are parties to collective bargaining agreements and Purchaser shall meet and confer from time to time as reasonably requested by either party to discuss strategic business options and alternative approaches in negotiating each collective bargaining agreement. The applicable Sellers and Purchaser shall each participate in all union negotiations related to any specific collective bargaining agreement. Promptly following the Signing Date, applicable Sellers shall use commercially reasonable efforts to initiate discussions with Purchaser and conduct discussions to renegotiate each collective bargaining agreement currently in effect with each applicable union. The applicable Sellers will not unreasonably withhold, condition or delay approval or implementation of any successfully renegotiated collective bargaining agreement. The parties recognize that an applicable Seller's failure to secure a modification to any collective bargaining agreement, or to conclude a successor collective bargaining agreement shall not be a breach of Sellers' obligation under this Agreement, provided that if the unions refuse to negotiate, or otherwise are not timely, reasonable or realistic in renegotiating, the collective bargaining agreements during the period between the Signing Date and the Closing Date, Sellers and Purchaser will jointly consider, and negotiate mutually in good faith, alternative approaches that may be available and/or necessary to reduce Sellers' labor cost structure, including, but not limited to, seeking to reject the collective bargaining agreement(s).

ARTICLE 5

COVENANTS OF PURCHASER

5.1 Purchaser's Efforts to Close. Purchaser shall use its reasonable commercial efforts to satisfy all of the conditions precedent set forth in ARTICLE 7 and ARTICLE 8 to its or Sellers' obligations under this Agreement to the extent that Purchaser's action or inaction can control or materially influence the satisfaction of such conditions. Prior to consummation of the transactions contemplated hereby or the termination or expiration of this Agreement, Purchaser shall be permitted to communicate and meet with (a) counter-parties to the agreements and contracts of the Hospitals, included those included in Assumed Obligations, regarding the terms and conditions under which they may be assumed and assigned to Purchaser, and (b) applicable governmental and regulatory authorities regarding prospective compliance with regulatory requirements and related issues; so long as, in the case of each of (a) and (b) (i) such communications and meetings do not interfere with the operation of the Businesses or the conduct of the Bankruptcy Cases and (ii) any communications or meetings with any governmental authority are approved in advance by Sellers as to timing and content (and Sellers are copied on such communications and afforded the opportunity to participate in such meetings).

5.2 Required Governmental Approvals.

(a) Purchaser, at its sole cost and expense (a) shall use its best efforts to secure, as promptly as practicable before the Closing Date, all consents, approvals (or exemptions therefrom), authorizations, clearances and licenses required to be obtained from governmental and regulatory authorities in order to carry out the transactions contemplated by this Agreement and to cause all of its covenants and agreements to be performed, satisfied and fulfilled (and provide Sellers copies of all materials relating to such consents, approvals, authorizations, clearances and licenses upon submission and all materials received from third parties in connection with such consents, approvals, authorizations, clearances and licenses upon receipt), and (b) will provide such other information and communications to governmental and regulatory authorities as any Seller or such authorities may reasonably request. Purchaser will provide Sellers periodic and timely updates regarding all such consents, approvals, authorizations, clearances and licenses. Purchaser is responsible for all filings with and requests to governmental authorities necessary to enable Purchaser to operate the Hospital at and after the Effective Time. Purchaser shall, promptly, but no later than thirty (30) business days after the entry of the Sale Order or sooner if required by applicable governmental or regulatory authorities, file all applications, licensing packages and other similar documents with all applicable governmental and regulatory authorities which are a prerequisite to obtaining the material licenses, permits, authorizations and provider numbers described in Section 8.1. Purchaser shall be entitled, but not obligated, to obtain the Contract and Lease Consents. Purchaser shall be entitled, but not obligated, to solicit and obtain estoppel certificates from any third party to any Leased Real Property. Purchaser's failure to obtaining any or all of the Contract and Lease Consents or estoppel certificates as of the Closing Date shall not be a condition precedent to either party's obligation to close the transactions contemplated by this Agreement.

(b) Purchaser and Sellers agree that because the change of ownership and regulatory approval process in connection with the transactions contemplated by this Agreement may take an extended period of time, Purchaser and Sellers agree to an initial closing effective upon the approval of the court and upon the approval of the transaction by the CA AG (as defined below) in accordance with Sections 7.5 and 8.6, at which time the Assets (less the portion of the Assets constituting drugs or other pharmacy assets) will be sold to Purchaser and immediately leased back

to Sellers, with a concurrent management agreement entered into at that time upon terms mutually agreeable to the parties in their reasonable business judgment. The Sale Leaseback Agreement and Interim Management Agreement will terminate at the Closing when the Purchaser is issued the Licenses necessary to operate the Hospitals directly (namely, the Hospital Licenses and pharmacy permits).

5.3 Certain Employee Matters.

(a) Purchaser agrees to make offers of employment, effective as of the Effective Time, to substantially all persons (whether such persons are full time employees, part-time employees, on short-term or long-term disability or on leave of absence, military leave or workers compensation leave) (the "**Hospital Employees**") who, immediately prior to the Effective Time are: (i) employees of any Seller; (ii) employees of any affiliate of any Seller which employs individuals at the Hospital and are listed on **Schedule 5.3**; or (iii) employed by an affiliate of any Seller and are listed on **Schedule 5.3**. For the avoidance of doubt, the Hospital Employees shall not include any employees of Verity or any other affiliate of Seller unless such individual is listed on **Schedule 5.3**. Any of the Hospital Employees who accept an offer of employment with Purchaser as of or after the Effective Time shall be referred to in this Agreement as the "**Hired Employees**." All employees who are Hired Employees shall cease to be employees of the applicable Seller or its affiliates as of the Effective Time.

(b) Purchaser shall give all Hired Employees full credit for paid time off pay to such employees as of the Closing Date by crediting such employees the time off reflected in the employment records of the applicable Seller and/or any of its affiliates immediately prior to the Effective Time, subject to compliance with applicable law and regulation, including consent of such employees if required.

(c) After the Closing Date, Purchaser's human resources department will give reasonable assistance to each Seller and its affiliates with respect to such Seller's and such Seller's affiliates' post-Closing administration of such Seller's and such Seller's affiliates' pre-Closing employee benefit plans for the Hospital Employees. Within five (5) days after the Closing Date, Purchaser shall provide to each Seller a list of all the Hospital Employees who were offered employment by Purchaser but refused such employment along with a list of all Hired Employees (which such list Purchaser shall periodically update).

(d) With respect to any collective bargaining agreements or labor contract with respect to any employees, Purchaser shall comply with the applicable laws and bankruptcy court orders relating to collective bargaining agreements or labor contracts.

(e) The provisions of this Section 5.3 are solely for the benefit of the parties to this Agreement, and no employee or former employee or any other individual associated therewith or any employee benefit plan or trustee thereof shall be regarded for any purpose as a third party beneficiary of this Agreement, and nothing herein shall be construed as an amendment to any employee benefit plan for any purpose.

5.4 Excluded Assets. As soon as practicable after the Closing Date, Purchaser shall deliver to each Seller or such Seller's designee any Excluded Assets of such Seller found at the

Hospital on and after the Effective Time, without imposing any charge on any Seller for Purchaser's storage or holding of same on and after the Effective Time.

5.5 Waiver of Bulk Sales Law Compliance. Purchaser hereby waives compliance by Sellers with the requirements, if any, of Article 6 of the Uniform Commercial Code as in force in any state in which the Assets are located and all other laws applicable to bulk sales and transfers.

5.6 Attorney General. Promptly after entry of the Sale Order, but in any event within ten (10) calendar days, Purchaser shall, at its sole cost and expense, make any notices or other filings with the Attorney General of the State of California (the "**CA AG**"). Each Seller shall reasonably cooperate with Purchaser in such notices or other filings.

5.7 Conduct Pending Closing. Prior to consummation of the transactions contemplated hereby or the termination or expiration of this Agreement pursuant to its terms, unless Sellers shall otherwise consent in writing, Purchaser shall not take any action or fail or omit to take any action which would cause any of Purchaser's representations and warranties set forth in ARTICLE 4 to be inaccurate or untrue as of the Closing.

5.8 Cure Costs. Purchaser, upon assumption, shall pay the Cure Costs for each Assumed Contract and Assumed Lease so that each such Assumed Contract and Assumed Lease may be assumed by the applicable Seller and assigned to Purchaser in accordance with the provisions of section 365 of the Bankruptcy Code. For purposes of this Agreement, "**Cure Costs**", means all amounts that must be paid and all obligations that otherwise must be satisfied, including pursuant to Sections 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the assumption and/or assignment of the Assumed Contracts and Assumed Leases to Purchaser as provided herein.

5.9 Operating Covenant. Purchaser shall act in good faith and use Purchaser's commercially reasonable efforts to serve the medical needs of each Hospital's service area.

5.10 HSR Filing. Purchaser and each Seller will as promptly as practicable, and in any event no later than five business days after the date of the Sale Order, file with the Federal Trade Commission and the Department of Justice the notification and report forms required for the transactions contemplated hereby and any supplemental information that may be reasonably requested in connection therewith pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "**HSR Act**"), which notification and report forms and supplemental information will comply in all material respects with the requirements of the HSR Act. Purchaser shall pay all filing fees required with respect to the notification, report and other requirements of the HSR Act. Each of Purchaser and Sellers shall furnish to the other such information and assistance as the other shall reasonably requires in connection with the preparation and submission to, or agency proceedings by, any governmental authority under the HSR Act, and each of Purchaser and Sellers shall keep the other promptly apprised of any communications with, and inquires or requests for information from, such governmental authorities. Purchaser shall take such action (including divestitures or hold separate arrangements) as may be required by any governmental authority in order to resolve with the minimum practicable delay any objections such governmental authorities may have to the transactions contemplated by this Agreement under the HSR Act.

5.11 Contract with Unions. Representatives of Sellers who are parties to collective bargaining agreements and Purchaser shall meet and confer from time to time as reasonably requested by either party to discuss strategic business options and alternative approaches in negotiating each collective bargaining agreement. The applicable Sellers and Purchaser shall each participate in all union negotiations related to any specific collective bargaining agreement. Promptly following the Signing Date, applicable Sellers shall use commercially reasonable efforts to initiate discussions with Purchaser and conduct discussions to renegotiate each collective bargaining agreement currently in effect with each applicable union. The applicable Sellers will not unreasonably withhold, condition or delay approval or implementation of any successfully renegotiated collective bargaining agreement to be assumed by Purchaser. The parties recognize that an applicable Seller's failure to secure a modification to any collective bargaining agreement, or to conclude a successor collective bargaining agreement shall not be a breach of Sellers' obligation under this Agreement. In addition, Sellers may, in their discretion, seek to reject any or all of the collective bargaining agreement(s).

ARTICLE 6

SELLERS' BANKRUPTCY AND BANKRUPTCY COURT APPROVAL

6.1 Bankruptcy Court Approval; Overbid Protection and Break-Up Fee.

(a) Sellers and Purchaser acknowledge that this Agreement and the sale of the Assets and the assumption and assignment of the Assumed Contracts and Assumed Leases are subject to Bankruptcy Court approval, and that this Agreement is subject to termination in its entirety in the event any Seller receives a better and higher offer for the Assets in accordance with the Bankruptcy Code and subject to the terms stated herein.

(b) Promptly following the execution of this Agreement by all parties, the Seller shall file a motion with the Bankruptcy Court (the "**Sales Procedures Motion**"), the content of which shall be subject to the reasonable approval by Purchaser, for entry of an order approving bid procedures and overbid protections containing substantially the following terms and conditions:

(1) the Seller shall not accept any offer to sell the Assets subject to this Agreement ("**Overbid**") to another purchaser ("**Overbidder**") unless that offer exceeds the Purchase Price by an amount sufficient to pay the Break-Up Fee and such offer includes the purchase of substantially all Assets subject of this Agreement;

(2) in the event that an overbidder (and not the Purchaser) is the successful bidder for the purchase of the Assets (the "**Alternate Transaction**") and the Alternative Transaction is approved by the Bankruptcy Court, (a) the Deposit, and any interest earned thereon, shall be returned to Purchaser immediately upon the entry of such sale order, and (b) Purchaser shall be paid a break-up fee of three and one-half percent (3.5%) of the Cash Consideration ($21,350,000.00) plus reimbursement of reasonably documented reasonable costs and expenses incurred by Purchaser related to its due diligence, and pursuing, negotiating, and documenting the transactions contemplated by this Agreement in an amount not to exceed $2,000,000.00 ((the "**Break-Up Fee**"); provided, however, that in the event that

the Purchaser is successful as to some but not all of the Assets, the Break-Up Fee shall be reduced pro rata to the percentage of Assets not actually purchased by the Purchaser, based on the allocation of the Purchase Price as described in Section 1.1(a)(i), as compared to the Assets which were the subject of this Agreement.; and

(3) The Break-Up Fee shall be deemed to be an allowed expense of the kind specified in Section 503(b) of the Bankruptcy Code to be paid solely from the proceeds of the Alternate Transaction, pursuant to the Sale Order. The Break-Up Fee shall not be paid if the Alternate Transaction was pursued due to a material breach by the Purchaser or the Purchaser's failure or refusal to consummate the transaction after the satisfaction or waiver of all closing conditions.

The Sales Procedures Motion will contain bid procedures as set forth in the bid procedures attached hereto as **Schedule 6.1(b)(3)**.

If Sellers fails to obtain Bankruptcy Court approval for the Sales Procedures Motion by no later than four weeks after the end of the Final Diligence Period, Purchaser shall have the right to terminate this Agreement, without recourse or liability, and Seller shall immediately thereafter return to Purchaser the Deposit and any interest earned thereon.

(c) Each Seller shall at the Sale Hearing exercise reasonable efforts to obtain a "Sale Order" approving this Agreement, subject to its obligations in respect of any better and higher offer for such Seller's assets in accordance with the Bankruptcy Code. For purposes of this Agreement, the term "**Sale Order**" shall mean an order of the Bankruptcy Court authorizing the sale of the Assets (including the assumption and assignment of the Assumed Contracts and Assumed Leases) to Purchaser consistent with this Agreement and in a form reasonably satisfactory to Purchaser.

(d) Each Seller agrees to proceed in good faith to obtain Bankruptcy Court approval of the sale contemplated herein with a determination that Purchaser is a good faith purchaser pursuant to Bankruptcy Code section 363(m) and to file such declarations and other evidence as may be required to support a finding of good faith.

(e) Each Seller shall seek an order from the Bankruptcy Court retaining jurisdiction over all matters relating to claims against such Seller as debtor solely in the Bankruptcy Court.

6.2 Appeal of Sale Order. In the event an appeal is taken or a stay pending appeal is requested from the Sale Order, Sellers shall immediately notify Purchaser of such appeal or stay request and shall provide to Purchaser promptly a copy of the related notice of appeal or order of stay. Sellers shall also provide Purchaser with written notice of any motion or application filed in connection with any appeal from either of such orders. In the event of an appeal of the Sale Order, Sellers shall be primarily responsible for drafting pleadings and attending hearings as necessary to defend against the appeal; provided, however, Purchaser, at its option, shall have the right to participate as a party in interest in such appeal. In the event a stay is issued by any appellate court, including the United States District Court, which prevents the sale from closing, as scheduled, Purchaser shall have the right to terminate this Agreement if such stay is not vacated on or before

45 days from the date of the stay is issued, and Purchaser shall be entitled to the prompt return of the Deposit and any interest earned thereon.

ARTICLE 7

CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS

Sellers' obligation to sell the Assets and to close the transactions as contemplated by this Agreement shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date unless specifically waived in writing by Sellers in whole or in part at or prior to the Closing:

7.1 Signing and Delivery of Instruments. Purchaser shall have executed and delivered all documents, instruments and certificates required to be executed and delivered pursuant to the provisions of this Agreement.

7.2 No Restraints. No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the transactions contemplated in this Agreement shall have been issued by any court of competent jurisdiction or any other governmental body and shall remain in effect on the Closing Date, and further, no governmental entity shall have commenced any action or suit before any court of competent jurisdiction or other governmental authority that seeks to restrain or prohibit the consummation of the transactions contemplated hereby.

7.3 Performance of Covenants. Purchaser shall have in all respects performed or complied with each and all of the obligations, covenants, agreements and conditions required to be performed or complied with by it on or prior to the Closing Date.

7.4 Governmental Authorizations. Purchaser shall have obtained all material licenses, permits and authorizations from governmental agencies or governmental bodies that are necessary or required for completion of the transactions contemplated by this Agreement, including reasonable assurances that any material licenses, permits and authorizations not actually issued as of the Closing will be issued following Closing (which may include oral assurances from appropriate governmental agencies or bodies).

7.5 Attorney General Provisions. The conditions to Purchaser's obligations to close set forth in Section 8.6 shall have been satisfied.

7.6 Bankruptcy Court Approval. The Bankruptcy Court shall have entered the Sale Order.

7.7 HSR Act. The applicable waiting period under the HSR Act shall have expired or been earlier terminated.

7.8 CSCDA Acknowledgement. The CSCDA and PACE Trustee shall have executed acknowledgements in form and substance acceptable to Sellers that Purchaser is the Successor Property Owner and Obligated Party under the PACE Obligations, and releases of the Sellers from any and all claims arising or accruing prior to the Closing Date.

ARTICLE 8

CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER

Purchaser's obligation to purchase the Assets and to close the transactions contemplated by this Agreement shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date unless specifically waived in writing by Purchaser in whole or in part at or prior to the Closing.

8.1 Governmental Authorizations. Except as otherwise set forth in this Agreement, Purchaser and Sellers shall have obtained licenses, permits and authorizations from governmental agencies or governmental bodies that are required for the purchase, sale and operation of the Hospitals, including without limitation approval of the CA AG (subject to Section 8.6), except in such case where failure to obtain such license, permit or authorizations from a governmental agency or governmental body does not have a Material Adverse Effect.

8.2 Bankruptcy Court Approval. The Bankruptcy Court shall have entered the Sale Order and made a finding that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code.

8.3 Signing and Delivery of Instruments. Sellers shall have executed and delivered all documents, instruments and certificates required to be executed and delivered pursuant to all of the provisions of this Agreement.

8.4 Performance of Covenants. Sellers shall have in all material respects performed or complied with each and all of the obligations, covenants, agreements and conditions required to be performed or complied with by Sellers on or prior to the Closing Date; *provided, however*, this condition will be deemed to be satisfied unless (a) Sellers were given written notice of such failure to perform or comply and did not or could not cure such failure to perform or comply within fifteen (15) business days after receipt of such notice and (b) the respects in which such obligations, covenants, agreements and conditions have not been performed have had or would have a Material Adverse Effect.

8.5 No Restraints. No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the transactions contemplated in this Agreement shall have been issued by any court of competent jurisdiction and shall remain in effect on the Closing Date, and further, no governmental entity shall have commenced any action or suit before any court of competent jurisdiction or other governmental authority that seeks to restrain or prohibit the consummation of the transactions contemplated hereby.

8.6 Attorney General Provisions. Purchaser recognizes that the transactions contemplated by this Agreement may be subject to review and approval of the CA AG. Purchaser agrees to close the transactions contemplated by this Agreement so long as any conditions imposed by the CA AG are substantially consistent with the conditions set forth in Schedule 8.6. In the event the CA AG imposes conditions on the transactions contemplated by this Agreement which are not as set forth on Schedule 8.6 (the **"Additional Conditions"**), Sellers shall have the opportunity to file a motion with the Bankruptcy Court seeking the entry of an order finding that

the Additional Conditions are an "interest in property" for purposes of 11 U.S.C. § 363(f), and that the Assets can be sold free and clear of the Additional Conditions. If Sellers obtain such an order, from the Bankruptcy Court or another court, Purchaser shall have a period of 21 business days from the entry of such order to determine, in Purchaser's sole and absolute discretion, and in consultation with Purchaser's financing sources, whether to proceed to consummate the transactions contemplated by this Agreement. If Purchaser determines not to proceed, Purchaser shall have the right to terminate this Agreement and receive the return of its Good Faith Deposit.

8.7 Medicare and Medi-Cal Provider Agreements. Sellers shall transfer their Medicare provider agreements pursuant to a settlement agreement with the Centers for Medicare and Medicaid Services (**"CMS"**) and shall transfer their Medi-Cal provider agreements pursuant to a settlement agreement with the California Department of Health Care Services (**"DHCS"**), which such settlement agreements shall result in: (i) resolution of all outstanding financial defaults under any of Sellers' Medicare and Medi-Cal provider agreements and (ii) full satisfaction, discharge, and release of any claims under the Medicare or Medi-Cal provider agreements, whether known or unknown, that CMS or DHCS, as applicable, has against the Seller or Purchaser for monetary liability arising under the Medicare or Medi-Cal provider agreements before the Effective Time; provided, however, that Purchaser acknowledges that it will succeed to the quality history associated with the relevant Medicare or Medi-Cal provider agreements assigned and shall be treated, for purposed of survey and certification issues as if it is the relevant Seller and no change of ownership occurred.

8.8 HSR Act. The applicable waiting period under the HSR Act shall have expired or been earlier terminated.

ARTICLE 9

TERMINATION

9.1 Termination. This Agreement may be terminated at any time prior to Closing:

(a) by the mutual written consent of the parties;

(b) by Sellers if a material breach of this Agreement has been committed by Purchaser and such breach has not been (i) waived in writing by Sellers or (ii) cured by Purchaser to the reasonable satisfaction of Sellers within fifteen (15) business days after service by Sellers upon Purchaser of a written notice which describes the nature of such breach;

(c) by Purchaser if, in its sole and absolute discretion, it is not satisfied with either (i) the results of its due diligence examination of the Hospitals, or (ii) the contents of any schedule or exhibit that was not completed and attached to this Agreement, but which has been provided to Purchaser after the Signing Date, and Purchaser has notified Seller of its election to terminate the Agreement under this Section 9.1(c) on or prior to January 8, 2019, which notice may be given by facsimile or email correspondence; provided, that for the avoidance of doubt, following expiration of the Final Diligence Period, notwithstanding anything else in this Agreement, Purchaser shall not be entitled to terminate this Agreement (or not Close) as a result of the breach of any representation or warranty made by Sellers (or any of them) other than the

breach of a Sale Order Date Representation, but in each case solely to the extent such breach of a Sale Order Date Representation would result in a Material Adverse Effect; provided, further, that any dispute between Purchaser and Sellers as to whether a Material Adverse Effect has occurred for any purpose under this Agreement shall be exclusively settled by a determination made by the Bankruptcy Court;

(d) by Purchaser if a material breach of this Agreement has been committed by Sellers and such breach has not been (i) waived in writing by Purchaser or (ii) cured by Sellers to the reasonable satisfaction of Purchaser within fifteen (15) business days after service by Purchaser upon Sellers of a written notice which describes the nature of such breach;

(e) by Purchaser if satisfaction of any of the conditions in ARTICLE 8 has not occurred by December 31, 2019 or becomes impossible, and Purchaser has not waived such condition in writing (provided that the failure to satisfy any of the applicable condition or conditions in Sections 8.1 through 8.5 inclusive has occurred by reason other than (i) through the failure of Purchaser to comply with its obligations under this Agreement or (ii) Sellers' failure to provide their closing deliveries on the Closing Date as a result of Purchaser not being ready, willing and able to close the transaction on the Closing Date); provided that upon the imposition of Additional Conditions by the CA AG, Section 8.6 must be satisfied or waived by Purchaser by no later than sixty (60) days thereafter.

(f) by Sellers if satisfaction of any of the conditions in ARTICLE 7 has not occurred by December 31, 2019 or becomes impossible, and Sellers have not waived such condition in writing (provided that the failure to satisfy the applicable condition or conditions has occurred by reason other than (i) through the failure of Sellers to comply with their obligations under this Agreement or (ii) Purchaser's failure to provide its closing deliveries on the Closing Date as a result of Sellers not being ready, willing and able to close the transaction on the Closing Date);

(g) by either Purchaser or Sellers if the Bankruptcy Court enters an order dismissing the Bankruptcy Cases or fails to approve the Sales Procedures Motion by the date specified in Section 6.1(b);

(h) by Sellers if, in connection with the Bankruptcy Cases, any Seller accepts an Alternate Transaction and pays the Break-Up Fee;

(i) by either Purchaser or Sellers if the Closing has not occurred (other than through the failure of any party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before December 31, 2019; or

(j) by Purchaser if a force majeure event (such as acts of God, storms, floods, landslides, earthquakes, lightning, riots, fires, pandemics, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities, other national or international calamity, one or more acts of terrorism, or failure of energy sources) shall have occurred between the Signing Date and Closing Date, which event is reasonably likely to have a Material Adverse Effect.

9.2 Termination Consequences. If this Agreement is terminated pursuant to Sections 6.1(b), 6.2 or 9.1: (a) all further obligations of the parties under this Agreement shall terminate (other than Purchaser's right to receive the Break-Up Fee if applicable), provided that the provisions of ARTICLE 12, shall survive; and (b) each party shall pay only its own costs and expenses incurred by it in connection with this Agreement; provided, in the case of any termination based on Sections 9.1(b) or (d) the consequences of such termination shall be determined in accordance with ARTICLE 11 hereof. In addition, if this Agreement is terminated pursuant to Sections 6.1(b), 6.2 or 9.1 (other than Section 9.1(b)), Seller shall immediately return the Deposit to Purchaser with all interest earned thereon. Each Party acknowledges that the agreements contained in this Section 9.2 are an integral part of the transactions contemplated by this Agreement, that without these agreements such Party would not have entered into this Agreement.

ARTICLE 10

POST-CLOSING MATTERS

10.1 Excluded Assets.

Subject to Section 10.2 hereof, any Excluded Asset (or proceeds thereof) (a) pursuant to the terms of this Agreement, (b) as otherwise determined by the parties' mutual written agreement or (c) absent such agreement, as determined by adjudication by the Bankruptcy Court, which comes into the possession, custody or control of Purchaser (or its respective successors-in-interest, assigns or affiliates) shall, within five (5) business days following receipt, be transferred, assigned or conveyed by Purchaser (and its respective successors-in-interest, assigns and affiliates) to the applicable Seller. Purchaser (and its respective successors-in-interest, assigns and affiliates) shall have neither the right to offset amounts payable to any Seller under this Section 10.1 against, nor the right to contest its obligation to transfer, assign and convey to any Seller because of, outstanding claims, liabilities or obligations asserted by Purchaser against any Seller. If Purchaser does not remit any monies included in the Excluded Assets (or proceeds thereof) to the applicable Seller in accordance with the first sentence of this Section 10.1, such withheld funds shall bear interest at the Prime Rate in effect on the calendar day upon which such payment was required to be made to Seller (the "**Excluded Asset Due Date**") plus five percent (5%) (or the maximum rate allowed by law, whichever is less), such interest accruing on each calendar day after the Excluded Asset Due Date until payment of the Excluded Assets and all interest thereon is made to the applicable Seller.

10.2 Preservation and Access to Records After the Closing.

(a) From the Closing Date until seven (7) years after the Closing Date or such longer period as required by law (the "**Document Retention Period**"), Purchaser shall keep and preserve all medical records (including, without limitation, electronic medical records), patient records, medical staff records and other books and records which are among the Assets as of the Effective Time, but excluding any records which are among the Excluded Assets. Purchaser will afford to the representatives of Sellers, any of their affiliates, the Official Committee of the Unsecured Creditors of the Sellers, Sellers' estate representative or any liquidating trustee of the Sellers' bankruptcy estate ("**Seller Parties**"), including their counsel and accountants, full and complete access to, and copies (including, without limitation, color laser copies) of, such records

with respect to time periods prior to the Effective Time (including, without limitation, access to records of patients treated at the Hospital prior to the Effective Time) during normal business hours after the Effective Time, to the extent reasonably needed by any Seller Party for any lawful purpose. Purchaser acknowledges that, as a result of entering into this Agreement and operating the Hospital, it will gain access to patient records and other information which are subject to rules and regulations concerning confidentiality. Purchaser shall abide by any such rules and regulations relating to the confidential information it acquires. Purchaser shall maintain the patient and medical staff records at the Hospital in accordance with applicable law and the requirements of relevant insurance carriers. After the expiration of the Document Retention Period, if Purchaser intends to destroy or otherwise dispose of any of the documents described in this Section 10.2(a), Purchaser shall provide written notice to Sellers of Purchaser's intention no later than forty-five (45) calendar days prior to the date of such intended destruction or disposal. Any of the Seller Parties shall have the right, at its sole cost, to take possession of such documents during such forty-five (45) calendar day period. If any of the Seller Parties does not take possession of such documents during such forty-five (45) calendar day period, Purchaser shall be free to destroy or otherwise dispose of such documentation upon the expiration of such forty-five (45) calendar day period.

(b) Provided that Purchaser shall not incur any out of pocket costs, Purchaser shall give full cooperation to the Seller Parties and their insurance carriers in connection with the administration of Sellers' estate, including, without limitation, in connection with all claims, actions, causes of action or audits relating to the Excluded Assets, Excluded Liabilities or pre-Closing operation of the Sellers or the Hospital that any Seller Party may elect to pursue, dispute or defend, in respect of events occurring prior to the Effective Time with respect to the operation of the Hospital. Such cooperation shall include, without limitation, making the Hired Employees available for interviews, depositions, hearings and trials and other assistance in connection with the administration of Sellers' estate and such cooperation shall also include making all of its employees available to assist in the securing and giving of evidence and in obtaining the presence and cooperation of witnesses (all of which shall be done without payment of any fees or expenses to Purchaser or to such employees); provided that Purchaser shall not be required to incur any out of pocket costs in association therewith. In addition, Sellers and their affiliates shall be entitled to remove from the Hospital originals of any such records, but only for purposes of pending litigation involving the persons to whom such records refer, as certified in writing prior to removal by counsel retained by Sellers or any of their affiliates in connection with such litigation. Any records so removed from the Hospital shall be promptly returned to Purchaser following Sellers' or their applicable affiliate's use of such records.

(c) In connection with (i) the transition of the Hospital pursuant to the transaction contemplated by this Agreement, (ii) Sellers' rights to the Excluded Assets, (iii) any claim, audit, or proceeding, including, without limitation, any tax claim, audit, or proceeding and (iv) the Sellers' obligations under the Excluded Liabilities, Purchaser shall after the Effective Time give Sellers access during normal business hours to Purchaser's books, personnel, accounts and records and all other relevant documents and information with respect to the assets, liabilities and business of the Hospital as representatives of Sellers and their affiliates may from time to time reasonably request, all in such manner as not to unreasonably interfere with the operations of the Hospital.

(d) Purchaser and its representatives shall be given access by Sellers during normal business hours to the extent reasonably needed by Purchaser for business purposes to all documents, records, correspondence, work papers and other documents retained by Sellers pertaining to any of the Assets prior to the Effective Time (excluding confidential employee information, privileged materials and patient records), all in such manner as to not interfere unreasonably with Sellers. Such documents and other materials shall be, at Sellers' option, either (i) copied by Sellers for Purchaser at Purchaser's expense, or (ii) removed by Purchaser from the premises, copied by Purchaser and promptly returned to Sellers.

(e) Purchaser shall comply with, and be solely responsible for, all obligations under the Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 with respect to the operation of the Hospital on and after the Effective Time.

(f) Purchaser shall cooperate with Sellers, on a timely basis and as reasonably requested by Sellers, in connection with the provision of all data of the Hospital and other information required by Sellers for reporting to HFAP for the remainder of the quarterly period in which the Closing has occurred.

(g) To the maximum extent permitted by law, if any Person requests or demands, by subpoena or otherwise, any documents relating to the Excluded Liabilities or Excluded Assets, including without limitation, documents relating to the operations of any of the Hospital or any of the Hospital's committees prior to the Effective Time, prior to any disclosure of such documents, Purchaser shall notify Sellers and shall provide Sellers with the opportunity to object to, and otherwise coordinate with respect to, such request or demand.

(h) Provision of Benefits of Certain Contracts. Notwithstanding anything contained herein to the contrary, this Agreement shall not constitute an agreement to assign any Assumed Contract or Assumed Lease, if, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, an attempted assignment thereof, without the consent of the third party thereto, would constitute a breach thereof or in any way negatively affect the rights of Sellers or Purchaser, as the assignee of such Assumed Contract or Assumed Lease, as the case may be, thereunder. If, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, such consent or approval is required but not obtained, Sellers will cooperate with Purchaser in any reasonable arrangement designed to both (a) provide Purchaser with the benefits of or under any such Assumed Contract or Assumed Lease, and (b) cause Purchaser to bear all costs and obligations of or under any such Assumed Contract or Assumed Lease. Further, notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Account Receivable the assignment of which is either prohibited by law or by the terms of any contract with a payor without the consent of such payor. Any payments received by Sellers after the Closing Date from patients, payors, clients, customers, or others who are the obligors on Accounts Receivables transferred to Purchaser as a part of the Assets on the Closing Date shall be paid over to Purchaser within ten (10) business days after receipt by Seller.

10.3 Closing of Financials. Provided that Purchaser shall not incur any out of pocket costs, Purchaser shall cause the individual acting as the chief financial officer of the Hospital after the Effective Time (the "**Post-Effective Time CFO**") to cooperate with Sellers' representatives in

order to complete the standardized closing of Sellers' financial records through the Closing Date including, without limitation, the closing of general ledger account reconciliations (collectively, the "**Closing of Financials**"). Purchaser shall cause the Post-Effective Time CFO to use his or her good faith efforts to cooperate with Sellers' representatives in order to complete the Closing of Financials by no later than the date which is thirty (30) calendar days after the Closing Date. The Post-Effective Time CFO and other appropriate personnel shall be reasonably available to Sellers for a period of no less than one hundred eighty (180) calendar days after the Closing Date to assist Sellers in the completion of Sellers' post-Closing audit, such assistance not to interfere unreasonably with such Post-Effective Time CFO's other duties.

10.4 Medical Staff. To ensure continuity of care in the community, Purchaser agrees that the Hospital's medical staff members in good standing as of the Effective Time shall maintain medical staff privileges at the Hospital as of the Effective Time. On and after the Effective Time, the medical staff will be subject to the Hospital's Medical Staff Bylaws then currently in effect, provided that such Bylaws are in compliance with all applicable laws and regulations and contain customary obligations.

10.5 Shared Intangible Assets. In the event and to the extent that certain intangible Assets transferred by Sellers have been used to operate businesses of Verity or Verity Holdings or their affiliates which are not being sold to Purchaser ("**Shared Intangible Assets**") and such Shared Intangible Assets continue to be used by Verity or Verity Holdings or their affiliates to operate such businesses after Closing, Verity and Verity Holdings retain the rights to continue to use such Assets notwithstanding their sale to Purchaser. Purchaser shall reasonably cooperate with Verity and Verity Holdings and their affiliates to give effect to such rights and shall provide Verity and Verity Holdings and their affiliates such documentation, records and information and reasonable access to such systems as necessary for Verity and Verity Holdings and their affiliates to continue to operate such businesses; all in such manner as not to reasonably interfere with the operations of the Hospitals; provided, however, Purchaser shall not be required to incur any out-of-pocket costs in association therewith unless reimbursed by Verity and Verity Holdings and their affiliates.

ARTICLE 11

DEFAULT, TAXES AND COST REPORTS

11.1 Purchaser Default. If Purchaser commits any material default under this Agreement, Sellers shall have the right to sue for damages; provided, however that the amount of such damages shall never exceed $60,000,000.00. For the avoidance of doubt, Sellers shall have no right to sue for specific performance under this Agreement.

11.2 Seller Default. If Sellers commit any material default under this Agreement, Purchaser shall have the right to demand and receive a refund of the Deposit, and Purchaser may, in addition thereto, pursue any rights or remedies that Purchaser may have under applicable law, including the right to sue for damages or specific performance.

11.3 Tax Matters; Allocation of Purchase Price.

(a) After the Closing Date, the parties shall cooperate fully with each other and shall make available to each other, as reasonably requested, all information, records or documents relating to tax liabilities or potential tax liabilities attributable to Sellers with respect to the operation of the Hospital for all periods prior to the Effective Time and shall preserve all such information, records and documents at least until the expiration of any applicable statute of limitations or extensions thereof. The parties shall also make available to each other to the extent reasonably required, and at the reasonable cost of the requesting party (for out-of-pocket costs and expenses only), personnel responsible for preparing or maintaining information, records and documents in connection with tax matters and as Sellers reasonably may request in connection with the completion of any post-Closing audits of the Hospital.

(b) The Purchase Price (including any liabilities that are considered to be an increase to the Purchase Price for United States federal income Tax purposes) shall be allocated among the Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder as set forth in **Schedule 11.3(b)** (such schedule the "**Allocation Schedule**"). The Allocation Schedule shall be for Sellers' and Purchaser's tax purposes only, and shall not limit the Sellers' creditors in any way.

11.4 Cost Report Matters.

(a) Consistent with Section 4.5, Sellers shall, at Purchaser's expense, prepare and timely file all cost reports relating to the periods ending prior to the Effective Time or required as a result of the consummation of the transactions described in this Agreement, including, without limitation, those relating to Medicare, Medicaid, and other third party payors which settle on a cost report basis (the "**Seller Cost Reports**").

(b) Upon reasonable notice and during normal business office hours, Purchaser will cooperate reasonably with Sellers in regard to Sellers' preparation and filing of the Seller Cost Reports. Such cooperation shall include, at no cost to Sellers, obtaining access to files at the Hospital and Purchaser's provision to Sellers of data and statistics, and the coordination with Sellers pursuant to reasonable notice of Medicare and Medicaid exit conferences or meetings. Sellers shall have no obligations after the Effective Time with respect to Seller Cost Reports except for preparation and filing thereof.

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.1 Further Assurances and Cooperation. Sellers shall execute, acknowledge and deliver to Purchaser any and all other assignments, consents, approvals, conveyances, assurances, documents and instruments reasonably requested by Purchaser at any time and shall take any and all other actions reasonably requested by Purchaser at any time for the purpose of more effectively assigning, transferring, granting, conveying and confirming to Purchaser, the Assets. After consummation of the transaction contemplated in this Agreement, the parties agree to cooperate with each other and take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement, the documents referred to in this Agreement and the transactions contemplated hereby.

12.2 Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto; *provided, however,* that no party hereto may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other parties which consent shall not be unreasonably withheld or delayed, except that Purchaser may, without the prior written consent of Sellers, assign all or any portion of its rights under this Agreement to one or more of its affiliates prior to the Closing Date.

12.3 Governing Law; Venue. This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of California (without giving effect to the principles of conflicts of laws thereof), except to the extent that the laws of such State are superseded by the Bankruptcy Code or other applicable federal law. For so long as Sellers are subject to the jurisdiction of the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. The parties hereby consent to the jurisdiction of such court and waive their right to challenge any proceeding involving or relating to this Agreement on the basis of lack of jurisdiction over the Person or forum non conveniens.

12.4 Amendments. This Agreement may not be amended other than by written instrument signed by the parties hereto.

12.5 Exhibits, Schedules and Disclosure Schedule. The Disclosure Schedule and all exhibits and schedules referred to in this Agreement shall be attached hereto and are incorporated by reference herein. From the Signing Date until the Closing, the parties agree that Sellers may update the Disclosure Schedule as necessary upon written notice to Purchaser, and the applicable representation and warranty shall thereafter be deemed amended for all purposes by such updated Disclosure Schedule. Notwithstanding the foregoing, but subject to Section 9.2(c), should any exhibit or schedule not be completed and attached hereto as of the Signing Date, Sellers and Purchaser shall promptly negotiate in good faith any such exhibit or schedule, which exhibit or schedule must be acceptable to each of Sellers and Purchaser in their reasonable discretion prior to being attached hereto. Any matter disclosed in this Agreement or in the Disclosure Schedule with reference to any Section of this Agreement shall be deemed a disclosure in respect of all sections to which such disclosure may apply. The headings, if any, of the individual sections of the Disclosure Schedule are provided for convenience only and are not intended to affect the construction or interpretation of this Agreement. The Disclosure Schedule is arranged in sections and paragraphs corresponding to the numbered and lettered sections and paragraphs of Article III merely for convenience, and the disclosure of an item in one section of the Disclosure Schedule as an exception to a particular representation or warranty shall be deemed adequately disclosed as an exception with respect to all other representations or warranties to the extent that the relevance of such item to such representations or warranties is reasonably apparent on the face of such disclosure, notwithstanding the presence or absence of an appropriate section of the Disclosure Schedule with respect to such other representations or warranties or an appropriate cross reference thereto.

12.6 Notices. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by telegraphic or other electronic means (including facsimile) or overnight courier, or five (5)

calendar days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

If to Sellers:	Verity Health System of California, Inc. 2040 East Mariposa St. El Segundo, CA 90245 Attention: Rich Adcock, CEO Telephone: 424-367-0630
With copies to: (which copies shall not constitute notice)	Dentons US LLP 601 South Figueroa St., Suite 2500 Los Angeles, CA 90017-5704 Attention: Samuel R. Maizel, Esq. Telephone: 213-892-2910 Facsimile: 213-623-9924
If to Purchaser:	Strategic Global Management, Inc. 9 KPC Parkway, Suite 301 Corona, CA 92879 Attention: William E. Thomas Facsimile: 951-782-8850
With copies to: (which copies shall not constitute notice)	Levene, Neale, Bender, Yoo & Brill L.L.P. 10250 Constellation Blvd., Suite 1700 Los Angeles, CA 90067 Attention: Gary E. Klausner, Esq. Facsimile: 310-229-1244 and Loeb & Loeb LLP 10100 Santa Monica Blvd., Suite 2200 Los Angeles, California 90067 Attention: Allen Z. Sussman, Esq. Facsimile: 310-919-3934

or at such other address as one party may designate by notice hereunder to the other parties.

12.7 Headings. The section and other headings contained in this Agreement and in the Disclosure Schedule, exhibits and schedules to this Agreement are included for the purpose of convenient reference only and shall not restrict, amplify, modify or otherwise affect in any way the meaning or interpretation of this Agreement or the Disclosure Schedule, exhibits and schedules hereto.

12.8 Publicity. Prior to the Closing Date, Sellers and Purchaser shall consult with each other as to the form and substance of any press release or other public disclosure materially related

to this Agreement or any other transaction contemplated hereby and each shall have the right to review and comment on the other's press releases prior to issuance; *provided, however*, that nothing in this Section 12.8 shall be deemed to prohibit either Sellers or Purchaser from making any disclosure that its counsel deems necessary or advisable in order to satisfy either party's disclosure obligations imposed by law subject to reasonable prior notice to the other party thereof.

12.9 Fair Meaning. This Agreement shall be construed according to its fair meaning and as if prepared by all parties hereto.

12.10 Gender and Number; Construction; Affiliates. All references to the neuter gender shall include the feminine or masculine gender and vice versa, where applicable, and all references to the singular shall include the plural and vice versa, where applicable. Unless otherwise expressly provided, the word "including" followed by a listing does not limit the preceding words or terms and shall mean "including, without limitation." Any reference in this Agreement to an "affiliate" shall mean any Person directly or indirectly controlling, controlled by or under common control with a second Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. A "Person" shall mean any natural person, partnership, corporation, limited liability company, association, trust or other legal entity.

12.11 Third Party Beneficiary. None of the provisions contained in this Agreement are intended by the parties, nor shall they be deemed, to confer any benefit on any person not a party to this Agreement, except for the parties' successors and permitted assigns, and except for any liquidating trustee or plan administrator for Sellers' estate.

12.12 Expenses and Attorneys' Fees. Except as otherwise provided in this Agreement, each party shall bear and pay its own costs and expenses relating to the preparation of this Agreement and to the transactions contemplated by, or the performance of or compliance with any condition or covenant set forth in, this Agreement, including without limitation, the disbursements and fees of their respective attorneys, accountants, advisors, agents and other representatives, incidental to the preparation and carrying out of this Agreement, whether or not the transactions contemplated hereby are consummated. The parties expressly agree that all sales, transfer, documentary transfer and similar taxes, fees, surcharges and the like in connection with the sale of the Assets shall be borne by Purchaser. If any action is brought by any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its court costs and reasonable attorneys' fees.

12.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on all of the parties hereto. The parties agree that facsimile copies of signatures shall be deemed originals for all purposes hereof and that a party may produce such copies, without the need to produce original signatures, to prove the existence of this Agreement in any proceeding brought hereunder.

12.14 Entire Agreement. This Agreement, the Disclosure Schedule, the exhibits and schedules, and the documents referred to in this Agreement contain the entire understanding

between the parties with respect to the transactions contemplated hereby and supersede all prior or contemporaneous agreements, understandings, representations and statements, oral or written, between the parties on the subject matter hereof (the "**Superseded Agreements**"), which Superseded Agreements shall be of no further force or effect; provided, that notwithstanding the foregoing, the letter Confidentiality Agreement dated July 12, 2018 between Purchaser and Cain Brothers, a division of KeyBanc Capital Markets Inc., on behalf of Sellers and their related entities shall not be a Superseded Agreement and shall continue in full force in effect in accordance with its terms.

12.15 No Waiver. Any term, covenant or condition of this Agreement may be waived at any time by the party which is entitled to the benefit thereof but only by a written notice signed by the party expressly waiving such term or condition. The subsequent acceptance of performance hereunder by a party shall not be deemed to be a waiver of any preceding breach by any other party of any term, covenant or condition of this Agreement, other than the failure of such other party to perform the particular duties so accepted, regardless of the accepting party's knowledge of such preceding breach at the time of acceptance of such performance. The waiver of any term, covenant or condition shall not be construed as a waiver of any other term, covenant or condition of this Agreement.

12.16 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstance shall be held to be invalid or unenforceable to any extent in any jurisdiction, then the remainder of this Agreement and the application of such term, provision, condition or covenant in any other jurisdiction or to persons or circumstances other than those as to whom or which it is held to be invalid or unenforceable, shall not be affected thereby, and each term, provision, condition and covenant of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.17 Time is of the Essence. Time is of the essence for all dates and time periods set forth in this Agreement and each performance called for in this Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, this Agreement has been entered into as of the day and year first above written.

PURCHASER:

STRATEGIC GLOBAL MANAGEMENT, INC.,
a California corporation

Signature By: [redacted]
Print Name: KAL P. CHADDHA
Title: CHAIRMAN & CEO
Date: JANUARY 9, 2019

SELLERS:

ST. FRANCIS MEDICAL CENTER,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

ST. VINCENT MEDICAL CENTER,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

ST. VINCENT DIALYSIS CENTER, INC.
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

SETON MEDICAL CENTER,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

VERITY HOLDINGS, LLC,
a California limited liability company

Signature By:_____
Print Name:_____
Title:_____
Date:_____

VERITY HEALTH SYSTEM OF CALIFORNIA, INC.,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

SCHEDULE 6.1(b)(3)

(Bidding Procedures)

BIDDING PROCEDURES

Set forth below are the bidding procedures (the "Bidding Procedures")[1] to be employed in connection with the sale of (i) the assets (the "Purchased Assets") enumerated in the Stalking Horse APA (as defined below), including, but not limited to, St Francis Medical Center, St. Vincent Medical Center, and Seton Medical Center (including Seton Coastside) (collectively, the "APA Facilities"); and (ii) assets not otherwise enumerated in the APA, but associated with the ownership or operation of the APA Facilities and available for purchase (the "Other Assets"), in connection with the chapter 11 cases pending in the United States Bankruptcy Court for the Central District of California (the "Bankruptcy Court"), jointly administered as case number 2:18-bk-20151-ER, in the form to be approved by the Bankruptcy Court, by Order dated _____ __, 2019 (the "Bidding Procedures Order").

The Debtors entered into that certain Asset Purchase Agreement, dated January 8, 2019 between the Debtors, on the one hand, and Strategic Global Management, Inc., a California corporation (the "Stalking Horse Purchaser") on the other hand, pursuant to which the Stalking Horse Purchaser shall acquire the Purchased Assets on the terms and conditions specified therein (together with the schedules and related documents thereto, the "Stalking Horse APA"). The sale transaction pursuant to the Stalking Horse APA is subject to competitive bidding as set forth herein. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the *Debtors' Notice of Motion and Motion for the Entry of (I) an Order (1) Approving Form of Asset Purchase Agreement for Stalking Horse Bidder and for Prospective Overbidders to Use, (2) Approving Auction Sale Format, Bidding Procedures and Stalking Horse Bid Protections, (3) Approving Form of Notice to be Provided to Interested Parties, (4) Scheduling a Hearing to Consider Approval of the Sale to the Highest Bidder, (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; and (II) an Order Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances* (the "Sale Motion") or the Bidding Procedures Order.

I. ASSETS TO BE SOLD

The Debtors seek to complete a sale of substantially all assets of APA Facilities, including both the Purchased Assets and the Other Assets (the "Sale"). The Stalking Horse APA will serve as the "stalking-horse" bid for the Purchased Assets.

II. THE BIDDING PROCEDURES

In order to ensure that the Debtors receive the maximum value for the Purchased Assets and/or the Other Assets, they intend to hold a sale process for the Purchased Assets and/or the Other Assets pursuant to the procedures and on the timeline proposed herein.

[1] Unless otherwise defined, all capitalized terms shall have the meanings ascribed to them in the Stalking Horse APA.

A. Provisions Governing Qualifications of Bidders

Unless otherwise ordered by the Court or as set forth in these procedures, in order to participate in the bidding process, each person, other than the Stalking Horse Purchaser, who wishes to participate in the bidding process must deliver, prior to the Bid Deadline (defined herein), the following to the Debtors:

a) a written disclosure of the identity of each entity that will be bidding for the Purchased Assets or and/or the Other Assets or otherwise participating in connection with such bid; and

b) an executed confidentiality agreement (to be delivered prior to the distribution of any confidential information by the Debtors) in form and substance satisfactory to the Debtors and which shall inure to the benefit of any purchaser of the Purchased Assets and/or the Other Assets; without limiting the foregoing, each such confidentiality agreement shall contain standard non-solicitation provisions.

A bidder that delivers the documents and information described above and that the Debtors determine, after consultation with the Official Committee of Unsecured Creditors, the Prepetition Secured Creditors, and any other party deemed appropriate within the business judgment of the Debtors (collectively, the "Consultation Parties") in their reasonable business judgment, is likely (based on availability of financing, experience, and other considerations) to be able to consummate the sale, will be deemed a potential bidder ("Potential Bidder").

B. Due Diligence

The Debtors will afford any Potential Bidder such due diligence access or additional information as the Debtors, in consultation with their advisors, deem appropriate, in their reasonable discretion. The due diligence period shall extend through and including the relevant Bid Deadline; provided, however, that any bid submitted under these procedures shall be irrevocable until at least the selection of the Successful Bidder(s) (defined herein) and any Back-Up Bidder(s) (defined herein).

C. Provisions Governing Qualified Bids

A bid submitted by a Potential Bidder will be considered a Qualified Bid (each, a "Qualified Bid," and each such Potential Bidder thereafter a "Qualified Bidder") only if the bid complies with the following requirements:

a) it states that the applicable Qualified Bidder offers to purchase, in cash, some or all of the Purchased Assets and/or the Other Assets;

b) it identifies with particularity the portion of the Purchased Assets and/or the Other Assets the Qualified Bidder is offering to purchase;

c) it allocates with specificity the portion of the purchase price offered that the Qualified Bidder attributes to St. Francis Medical Center, St. Vincent Medical

Center, Seton Medical Center, and Seton Coastside, and each of the Other Assets, respectively;[2]

d) it includes a signed writing that the Qualified Bidder's offer is irrevocable until the selection of the Successful Bidder and the Back-Up Bidder, provided that if such bidder is selected as the Successful Bidder or the Back-Up Bidder then the offer shall remain irrevocable until the earliest of (i) the closing of the transaction with the Successful Bidder, (ii) in the case of the Successful Bidder, a termination of the Qualified Bid pursuant to the terms of the Successful Bidder Purchase Agreement and (iii) with respect to the Back-Up Bidder, the time specified in Section II (K) below;

e) it includes confirmation that there are no conditions precedent to the Qualified Bidder's ability to enter into a definitive agreement and that all necessary internal governance and shareholder approvals have been obtained prior to the bid;

f) it sets forth each third-party, regulatory and governmental approval required for the Qualified Bidder to consummate the transaction and the time period within which the Qualified Bidder expects to receive such approvals and establishes a substantial likelihood that the Qualified Bidder will obtain such approvals by the stated time period;

g) it includes a duly authorized and executed copy of a purchase or acquisition agreement in the form of the Stalking Horse APA (a "Purchase Agreement"), including the purchase price for some or all of the Purchased Assets and/or the Other Assets, or both, expressed in U.S. Dollars, together with all exhibits and schedules thereto, together with copies marked to show any amendments and modifications to the Stalking Horse APA ("Marked Agreement");

h) it is not subject to any financing contingency and includes written evidence of a firm ability to have the funding necessary to consummate the proposed transaction, that will allow the Debtors to make a reasonable determination, in consultation with the Consultation Parties, as to the Qualified Bidder's financial and other capabilities to consummate the transaction contemplated by the Purchase Agreement;

i) if the bid is for all of the Purchased Assets, it must have a value to the Debtors, in the Debtors' exercise of its reasonable business judgment, after consultation with its advisors and the Consultation Parties, that is greater than or equal to the sum of the value offered under the Stalking Horse APA, plus (i) the amount of the Break-Up Fee ($21,350,000.00); (ii) the amount of the Expense Reimbursement ($2,000,000.00); and (iii) $7,000,000.00 (the "Initial Bidding Increment," and, together with the Break-Up Fee and the Expense Reimbursement, the "Minimum Qualified Bid");

[2] For the avoidance of doubt, such allocation shall not be binding on the Debtors, their estates or any Consultation Party.

j) if the bid is a partial bid (the "Partial Bid"),[3] the terms of paragraph (i) immediately above shall not apply but the terms of paragraph (o) below concerning the Good Faith Deposit shall expressly apply in order to be a bid qualified to participate in the Partial Bid Auction (as defined below) (each, a "Partial Bid Auction Qualified Bid"). In the event that the Debtors aggregate Partial Bids, the Partial Bid purchasers' responsibility for the Break-Up Fee, the Expense Reimbursement, and the Initial Bidding Increment shall be reasonably allocated to each Partial Bid purchaser, and in no event shall the Stalking Horse Purchaser be entitled to more than one Break-Up Fee and/or Expense Reimbursement;

k) it identifies with particularity which (i) executory contracts and unexpired leases the Qualified Bidder wishes the Debtors to assume and assign to it, and (ii) Purchased Assets and/or Other Assets, subject to purchase money liens or the like, the Qualified Bidder wishes to acquire and therefore pay the associated purchase money financing;

l) it contains sufficient information concerning the Qualified Bidder's ability to provide adequate assurance of future performance with respect to executory contracts and unexpired leases the Qualified Bidder wishes the Debtors to assume and assign to it;

m) it includes an acknowledgement and representation that the Qualified Bidder: (A) has had an opportunity to conduct any and all required due diligence regarding the Purchased Assets and/or Other Assets prior to making its offer and that the offer is not subject to any further due diligence or the need to raise capital/financing to consummate the proposed transaction; (B) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Purchased Assets and/or Other Assets in making its bid; (C) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Purchased Assets and/or Other Assets or the completeness of any information provided in connection therewith or with the relevant Auction (defined below), except as expressly stated in the Purchase Agreement; and (D) is not entitled to any expense reimbursement, break-up fee, or similar type of payment in connection with its bid;

o) unless it is a Credit Bid (as defined below), it is accompanied by a (i) good faith deposit in the form of a wire transfer (to a bank account specified by the Debtors), certified check or such other form of cash or cash equivalent acceptable to the Debtors, payable to the order of the Debtors (or such other party as the Debtors may determine) in an amount equal to: (a) 20% of purchase price for bids under $5 million; (b) for bids greater than $5 million and less than $100 million, the greater of: (i) $1 million or (ii) 10% of purchase price; (c) for bids greater than $100 million, the greater of (i) $10 million or (ii) 5% of purchase price (collectively, the "Good Faith Deposit"), which Good Faith Deposit shall, be forfeited if such bidder

[3] A Partial Bid shall mean a bid for less than all of the Purchased Assets.

is the Successful Bidder and breaches its obligation to close; and (ii) if the Qualified Bid is a bid made by a secured creditor of the Debtors (a "Credit Bid Bidder") who intends to make a credit bid (each, a "Credit Bid Bid"), evidence of (a) the basis for and property covered by such Credit Bid Bidder's secured claim, (b) the amount of such Credit Bid Bidder's claim that is secured by the property in question, (c) whether it is the senior secured claim on the property (x) prepetition and (y) as of the date of the request to be a Qualified Bidder, as well as (d) evidence of the resolution of any Challenge to such Credit Bid Bidder's secured claim within the meaning of the Final DIP Order.

p) it contains a detailed description of how the Qualified Bidder intends to treat current employees of the Debtors;

r) it identifies the person(s) and their title(s) who will attend the relevant Auction, and confirms that such person(s) have authority to make binding Overbids (defined below) at such Auction

s) it contains such other information reasonably requested by the Debtors; and

t) it is received prior to the Bid Deadline.

The Debtors, in consultation with the Consultation Parties (who shall receive copies of the Purchase Agreements relating to any bids cast pursuant to these Bidding Procedures as soon as reasonably practicable), may qualify any bid that meets the foregoing requirements as a Qualified Bid. Notwithstanding the foregoing, the Stalking Horse Purchaser is deemed a Qualified Bidder and the Stalking Horse APA is deemed a Qualified Bid, for all purposes in connection with the Bidding Process, the Auctions, and the Sale.

The Debtors shall notify the Consultation Parties, the Stalking Horse Purchaser, all Qualified Bidders and the Notice Parties in writing as to whether or not any bids constitute Qualified Bids (and with respect to each Qualified Bidder that submitted a bid as to whether such Qualified Bidder's bid constitutes a Qualified Bid) and provide copies of the Purchase Agreements relating any such Qualified Bid to the Consultation Parties, the Stalking Horse Purchaser and such Qualified Bidders, and the Notice Parties on the earlier of: (1) the date that any bid other than the Stalking Horse Bid has been deemed a Qualified Bid, or (2) two business days prior to the Partial Bid Auction.

D. Bid Deadline

In order to be eligible to participate in the Auction, a Qualified Bidder that desires to make a bid will deliver written copies of its bid to the following parties (collectively, the "Notice Parties"): (i) counsel to the Debtors: Dentons US LLP, 601 S. Figueroa Street, Suite 2500, Los Angeles, CA 90017 (Attn: Tania M. Moyron (tania.moyron@dentons.com)); (ii) the Debtors' Investment Banker: Cain Brothers, a division of KeyBanc Capital Markets, 1 California Street, Suite 2400, San Francisco, CA 94111 (Attn: James Moloney (jmoloney@cainbrothers.com)); (iii) counsel to the Official Committee: Milbank, Tweed, Hadley & McCloy LLP, 2029 Century Park East, 33rd Floor, Los Angeles, CA 90067 (Attn: Gregory A. Bray (gbray@milbank.com); (iv) counsel to the Master Trustee and Series 2005 Bond Trustee: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo,

P.C., One Financial Center, Boston, MA 02111 (Attn: Daniel S. Bleck and Paul Ricotta (dsbleck@mintz.com, pricotta@mintz.com)); (v) counsel to the Series 2015 and Series 2017 Notes Trustee: Maslon, LLP, 3300 Wells Fargo Center, 90 South Seventh Street, Minneapolis, MN 55402 (Attn: Clark Whitmore (clark.whitmore@maslon.com)), so as to be received by the Notice Parties not later than March 29, 2019, at 4:00 p.m. (prevailing Pacific Time) for partial bids (the "Partial Bid Deadline") or April 3, 2019, at 4:00 p.m. (prevailing Pacific Time) for full bids (the "Bid Deadline").

E. Credit Bidding

Any party with a valid, properly perfected security interest in any of the Purchased Assets and/or Other Assets (which is not subject to a pending Challenge within the meaning of the Final DIP Order) may credit bid for such Purchased Assets and/or Other Assets in connection with the Sale in accordance with and pursuant to § 363(k), except as otherwise limited by the Debtors for cause; provided, however, that any party seeking to credit bid may not credit bid unless such bid provides that all secured creditors with security interests on such Purchased Assets and/or Other Assets that are senior to such junior security interest are to be paid in cash in connection with such junior creditor's bid. Any credit bids made by secured creditors shall not impair or otherwise affect the Stalking Horse Purchaser's entitlement to the benefits of the Bidding Procedures and related protections granted under the Bidding Procedures Order.

F. Evaluation of Competing Bids

A Qualified Bid will be valued based upon several factors including, without limitation: (i) the amount of such bid; (ii) the risks and timing associated with consummating such bid; (iii) any proposed revisions to the form of Stalking Horse APA; and (iv) any other factors deemed relevant by the Debtors in their reasonable discretion, in consultation with the Consultation Parties, including the amount of cash included in the bid.

G. No Qualified Bids

If the Debtors do not receive any Qualified Bids other than the Stalking Horse APA, the Debtors will not hold an auction and the Stalking Horse Purchaser will be named the Successful Bidder for the Purchased Assets. If the Debtors receive one or more qualified Partial Bid Auction Qualified Bids and, after the Partial Bid Auction contemplated by Section (H) of these Bidding Procedures, the Debtors will determine, in consultation with the Consultation Parties, if there are any Partial Bidders that will not be qualified to participate at the Full Bid Auction

H. Auction Process

If the Debtors receive one or more Partial Bid Auction Qualified Bids as set forth above, the Debtors will conduct separate auctions of each asset or combinations thereof (each, a "Partial Bid Auction"). Any Partial Bidder holding a Partial Bid Auction Qualified Bid shall be entitled to bid on any assets in any Partial Bid Auction(s). The procedures below for the Full Bid Auction shall apply to the Partial Bid Auction, except as where otherwise indicated. The Debtors will conduct the Partial Bid Auction(s), which shall be transcribed, on April 8, 2019 at 10:00 a.m. (prevailing Pacific Time) at the offices of Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los

Angeles, CA 90017, or such other location as shall be timely communicated to all entities entitled to attend the Auction.

The Partial Bid Auction Qualified Bids determined by the Debtors, in consultation with the Consultation Parties, at the Partial Bid Auction(s) (as set forth above) to be eligible to participate at the Full Bid Auction, including (without limitation) the highest and best bids for each asset (the "Winning Partial Bids"), shall be permitted to participate in the Full Bid Auction (as defined below) of the Purchased Assets and/or the Other Assets; except that:

(a) If the Partial Bids, at the conclusion of the Partial Bid Auction, include all four APA Facilities and exceed, in the aggregate, the Purchase Price in the Stalking Horse APA, there will be a Full Bid Auction (as defined below) and (1) the Stalking Horse Purchaser may overbid in the aggregate for all four APA Facilities, or (2) the Stalking Horse Purchaser may bid for less than the four APA Facilities and be entitled to a pro-rata Break-Up Fee for the APA Facilities which the Stalking Horse Purchaser does not acquire, as specified in the Stalking Horse APA at Section 6.26 (b)(2);

(b) If the Partial Bids do not include all four APA Facilities, and if there are no other Qualified Full Bids, then Seller, in its discretion, after consultation with the Consultation Parties, may choose, at the conclusion of the Partial Bid Auction, (1) to have no Full Bid Auction, and the Stalking Horse Purchaser will purchase the four APA Facilities pursuant to the Stalking Horse APA, or (2) if the Debtor and Consultation Parties deem the aggregate designated Winning Partial Bid(s) to be sufficient to warrant leaving one or more APA Facilities behind (the "Remaining Facility"), the Stalking Horse Purchaser shall have the option of (i) acquiring the Remaining Facility at the allocated price in the Stalking Horse APA, (ii) overbidding one or more of the Partial Bids, or (iii) terminating the Stalking Horse APA. In either event, the Stalking Horse Purchaser shall be entitled to the Break-Up Fee for all of the APA Facilities not acquired by the Stalking Horse Purchaser.

If the Debtors receive, in addition to the Stalking Horse APA, one or more Qualified Full Bids (and/or a combination of Winning Partial Bids from the Partial Bid Auction(s) seeking, on aggregate basis, to purchase all or substantially all of the Purchased Assets and/or the Other Assets), the Debtors will conduct a full bid auction of the Purchased Assets and/or the Other Assets (the "Full Bid Auction"), which shall be transcribed, on April 9, 2019 (the "Full Bid Auction Date"), at 10:00 a.m. (prevailing Pacific Time), at the offices of Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, CA 90017, or such other location as shall be timely communicated to all entities entitled to attend the Auction.

The Full Bid Auction shall be conducted in accordance with the following procedures:

a) only the Debtors, the Stalking Horse Purchaser, Qualified Bidders who have timely submitted a Qualified Bid, the U.S. Trustee, and the Consultation Parties, and their

respective advisors, and other parties who request and receive authority to attend the auction in advance from the Debtors may attend the Auction;

b) only the Stalking Horse Purchaser and the Qualified Bidders who have timely submitted Qualified Bids will be entitled to make any subsequent bids at the Auction;

c) each Qualified Bidder shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the sale;

d) all Qualified Bidders who have timely submitted Qualified Bids will be entitled to be present for all Subsequent Bids (defined herein) at the relevant Auction and the actual identity of each Qualified Bidder will be disclosed on the record at the relevant Auction; provided that all Qualified Bidders wishing to attend the relevant Auction must have at least one individual representative with authority to bind such Qualified Bidder attending the relevant Auction in person;

e) the Debtors, after consultation with the Consultation Parties and the Stalking Horse Purchaser, may employ and announce at the relevant Auction additional procedural rules that are (i) reasonable under the circumstances for conducting the relevant Auction, (ii) in the best interest of the Debtors' estates; provided, however, that rules (i) are disclosed to the Stalking Horse Purchaser and each Qualified Bidder participating in the Auction, and (ii) are not inconsistent with the Bid Protections, the Stalking Horse APA, the Bankruptcy Code, or any order of the Court entered in connection herewith;

f) bidding at the relevant Auction will begin with a bid determined by the Debtors after consulting with the Consultation Parties as being the then highest and best bid which will be announced by the Debtors prior to the commencement of the Auction (the "Baseline Bid"). The Auction will continue in bidding increments to be determined in the discretion of the Debtors, in consultation with the Consultation Parties (each a "Overbid"), and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders who submitted Qualified Bids and are in attendance at the Auction (including, without limitation, Winning Partial Bids), as well as to the Notice Parties;

g) the initial Overbid, if any, shall provide for total consideration to Debtors with a value that exceeds the value of the consideration under the Baseline Bid by an incremental amount. Additional consideration in excess of the amount set forth in the respective Baseline Bid must include: (i) cash and/or (ii) in the case of a Qualified Bidder (including, without limitation, with respect to any Winning Partial Bids) that is a Credit Bid Bidder that has a valid and perfected lien (not subject to a Challenge within the meaning the Final DIP Order) on any of the Purchased Assets and/or the Other Assets, a Credit Bid of up to the full amount of such Credit Bidder's allowed perfected lien, subject to § 363(k) and any other restrictions set forth herein; and

i) at the Full Bid Auction, the Stalking Horse Purchaser may, subject to the terms and conditions set forth herein, elect to bid for the Purchased Assets as described in the Bid Procedures Order. In the alternative, the Stalking Horse Purchaser, and any bidder with a Qualified Full Bid, (a) may elect to bid against any one or more of the Winning Partial Bidders for the assets subject to the relevant Partial Bid(s), in lieu of seeking to acquire such Purchased Assets and/or Other Assets by means of the Stalking Horse Bid or another Qualified Full Bid; and (b) if successful with its Overbids for such assets, replace the Winning Partial Bidder(s) as the proponent of the relevant Winning Partial Bids or Aggregate Winning Partial Bid as to such assets. In the event that the Stalking Horse Purchaser or another bidder so elects, and as long as the Stalking Horse Purchaser or another bidder so bids, the Winning Partial Bidders must continue to present qualified Winning Partial Bids (i.e., bids as to which the aggregate of all still pending Winning Partial Bids is greater than or equal to the then Prevailing Highest Bid) for the Purchased Assets and/or the Other Assets in each round to continue to bid as Winning Partial Bidders in the Full Bid Auction. In addition, the Debtors may elect, in their discretion, after consultation with the Consultation Parties, to allow Partial Bidders to bid for all or substantially all the Purchased Assets and/or the Other Assets subject to augmenting its Good Faith Deposit, as necessary, or to allow proponents of Full Bids to bid for less than all or substantially all of the Purchased Assets and/or the Other Assets in any given round of the Auction, provided that in any given round there is a Full Bid or an Aggregate Partial Bid that is superior to Prevailing Highest Bid that is then subject to acceptance by the Debtors and binding on the Stalking Horse Purchaser or another Qualified Bidder. In all events, (i) any such Overbid shall continue to comply with all of the requirements for Qualified Bids set forth in Section C of these Bidding Procedures; and (ii) the bidder submitting such a modified Qualified Bid or Qualified Partial Bid shall furnish to the Debtors and the Consultation Parties, within twenty-four (24) hours of the conclusion of the Auction, a revised Purchase Agreement and Marked Agreement showing all amendments and modifications to the Stalking Horse APA and the Sale Order.

I. Selection of Successful Bid

Prior to the conclusion of the relevant Auction, the Debtors, in consultation with the Consultation Parties, will review and evaluate each Qualified Bid in accordance with the procedures set forth herein and determine which offer or offers are the highest or otherwise best from among the Qualified Bids submitted at the relevant Auction (one or more such bids, collectively the "Successful Bid" and the bidder(s) making such bid, collectively, the "Successful Bidder"), and communicate to the Qualified Bidders the identity of the Successful Bidder and the details of the Successful Bid. The determination of the Successful Bid by the Debtors at the conclusion of the relevant Auction shall be subject to approval by the Court.

If selected, at the conclusion of the Partial Bid Auction, as the Winning Partial Bidder or the Back-Up Bidder in accordance with Section H above, then such party or parties, prior to the Full Bid Auction, shall increase its Good Faith Deposit in the amount set forth in Section II(C)(o), or as determined by the Seller in consultation with the Consultation Parties; provided, however, if a party or parties are bidding on all four APA Facilities, the deposit will be no less than $30,000,000.

If selected as the Successful Bidder or the Back-Up Bidder at the conclusion of the Full Bid Auction, each of the Successful Bidder and the Back-Up Bidder shall, within forty-eight (48) hours, increase its Good Faith Deposit to the sum of five percent (5%) of the Successful Bid or Back-Up Bid, as applicable. If the Successful Bidder fails to increase the Good Faith Deposit within forty-eight (48) hours of the Auction conclusion date (the "Final Deposit"), then (1) the Successful Bidder forfeits its Good Faith Deposit, and (2) the Successful Bid is nullified (i.e., the Back-Up Bidder becomes the Successful Bidder in the amount of its last bid).

Unless otherwise agreed to by the Debtors and the Successful Bidder, within two (2) business days after the conclusion of the relevant Auction, the Successful Bidder shall complete and execute all agreements, contracts, instruments, and other documents evidencing and containing the terms and conditions upon which the Successful Bid was made. Within forty-eight (48) hours following the conclusion of the relevant Auction, the Debtors shall file a notice identifying the Successful Bidder(s) and Back-Up Bidders with the Court and shall serve such notice by fax, email, or if neither is available, by overnight mail to all counterparties whose contracts are to be assumed and assigned.

The Debtors will sell the Purchased Assets and (to extent included in an Overbid) the Other Assets to the Successful Bidder pursuant to the terms of the Successful Bid upon the approval of such Successful Bid by the Court at the Sale Hearing and satisfaction of any other closing conditions set forth in the Successful Bidder's Purchase Agreement.

J. Return of Deposits

All deposits shall be returned to each bidder not selected by the Debtors as the Successful Bidder or the Back-Up Bidder (defined herein) no later than five (5) business days following the conclusion of the Auction.

K. Back-Up Bidder

If an Auction is conducted, the Qualified Bidder or Qualified Bidders with the next highest or otherwise best Qualified Bid, as determined by the Debtors in the exercise of their business judgment, in consultation with the Consultation Parties, at the relevant Auction shall be required to serve as a back-up bidder (the "Back-Up Bidder") and keep such bid open and irrevocable for thirty (30) business days after the entry of the Sale Order (the "Thirty-Day Period"). If during the Thirty-Day Period, the Successful Bidder fails to consummate the approved sale because of a breach or failure to perform on the part of such Successful Bidder, the Back-Up Bidder will be deemed to be the new Successful Bidder, and the Debtors will be authorized, but not required, to consummate the sale with the Back-Up Bidder without further order of the Court provided that the Back-Up Bidder shall thereafter keep such bid open and irrevocable in accordance with the terms of the Back-Up Bidder APA; provided further, however, that if the Back-Up Bidder is the Stalking Horse Purchaser, the Debtors will be authorized and required to consummate the sale to the Stalking Horse Purchaser.

If, after the Thirty-Day Period, the Successful Bidder has failed to consummate the approved sale, the Back-Up Bidder may elect, at its discretion, to remain as the Back-Up Bidder until (a) the sale closes, (b) the Successful Bidder defaults, or (c) the Back-Up Bidder elects to terminate its

participation as Back-Up Bidder. For the avoidance of doubt, after the Thirty-Day Period, if the Successful Bidder fails to consummate the approved sale because of a breach or failure to perform on the part of such Successful Bidder, the Back-Up Bidder will not be contractually obligated to be the Back-Up Bidder, and will have the option to either (i) be entitled to terminate its Back-Up Bidder APA and the return of its deposit, or (ii) remain as the Back-up Bidder, in which event, there will be no re-opening of the auction.

L. Break-Up Fee

In recognition of this expenditure of time, energy, and resources, the Debtors have agreed that if the Stalking Horse Purchaser is not the Successful Bidder as to the Purchased Assets, the Debtors will pay the Stalking Horse Purchaser at closing of the sale of the Purchased Assets the Break-Up Fee and the Expense Reimbursement as set forth in the Stalking Horse APA.

III. Sale Hearing

The Debtors will seek entry of the Sale Order, at the Sale Hearing on April 17, 2019, at 10:00 a.m. (or at another date and time convenient to the Court), to approve and authorize the sale transaction to the Successful Bidder(s) on terms and conditions determined in accordance with the Bidding Procedures. The Debtors may submit and present such additional evidence, as they may deem necessary, at the Sale Hearing demonstrating that the Sale is fair, reasonable, and in the best interest of the Debtors' estates and all interested parties, and satisfies the standards necessary to approve a sale of the Purchased Assets."

IV. Sale Order

The Sale Order will provide Court approval of (i) the Sale to the Successful Bidder, free and clear of all liens, claims, interests, and encumbrances, pursuant to 11 U.S.C. § 363, with the proceeds of the Sale deposited in accordance with Paragraph 4 of the Final DIP Order, with all liens, claims, interests, and encumbrances to attach to the sale proceeds with the same validity and in the same order of priority as they attached to the Purchased Assets prior to the Sale, including, without limitation, the liens and security interests of the DIP Lender and each of the Prepetition Secured Creditors under the relevant agreements, applicable law and the Final DIP Order, and (ii) the assumption by the Debtors and assignment to the Successful Bidder of the Assumed Executory Contracts and Leases pursuant to 11 U.S.C. § 365.

VII. Reservation

The Debtors reserve the right, as they may determine in their discretion and in accordance with their business judgment to be in the best interest of their estates, in consultation with their professionals and the Consultation Parties to: (i) modify the Bidding Procedures to discontinue incremental bidding and then require that any and all bidders or potential purchasers submit their sealed, highest and best offer for the Purchased Assets and/or the Other Assets; (ii) determine which Qualified Bid is the highest or otherwise best bid and which is the next highest or otherwise best bid; (iii) waive terms and conditions set forth herein with respect to all Potential Bidders; (iv)

impose additional terms and conditions with respect to all Potential Bidders; (v) extend the deadlines set forth herein; (vi) continue or cancel an Auction and/or Sale Hearing in open court without further notice; and (vii) implement additional procedural rules that the Debtors determine, in their reasonable business judgment and in consultation with the Consultation Parties will better promote the goals of the bidding process; provided that such modifications are disclosed to each Qualified Bidder participating in the Auction; provided, however, and notwithstanding the foregoing, these Bid Procedures shall not be modified so as to alter, extinguish or modify any rights or interests of the Stalking Horse Purchaser expressly set forth herein or in the Stalking Horse APA.

SCHEDULES 1.4.3 TO 11.3(b) TO BE SUBMITTED

Title 11, California Code of Regulations, § 999.5(d)(1)(B)

Exhibit 5

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Attorneys for the Chapter 11 Debtors and Debtors In Possession

FILED & ENTERED

FEB 19 2019

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY gonzalez DEPUTY CLERK

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION

CHANGES MADE BY COURT

In re

VERITY HEALTH SYSTEM OF CALIFORNIA, INC., *et al.*,

Debtors and Debtors In Possession.

☒ Affects All Debtors

☐ Affects Verity Health System of California, Inc.
☐ Affects O'Connor Hospital
☐ Affects Saint Louise Regional Hospital
☐ Affects St. Francis Medical Center
☐ Affects St. Vincent Medical Center
☐ Affects Seton Medical Center
☐ Affects O'Connor Hospital Foundation
☐ Affects Saint Louise Regional Hospital Foundation
☐ Affects St. Francis Medical Center of Lynwood Foundation
☐ Affects St. Vincent Foundation
☐ Affects St. Vincent Dialysis Center, Inc.
☐ Affects Seton Medical Center Foundation
☐ Affects Verity Business Services
☐ Affects Verity Medical Foundation
☐ Affects Verity Holdings, LLC
☐ Affects De Paul Ventures, LLC
☐ Affects De Paul Ventures - San Jose Dialysis, LLC

Debtors and Debtors In Possession.

Lead Case No. 2:18-bk-20151-ER

Jointly Administered With:
Case No. 2:18-bk-20162-ER
Case No. 2:18-bk-20163-ER
Case No. 2:18-bk-20164-ER
Case No. 2:18-bk-20165-ER
Case No. 2:18-bk-20167-ER
Case No. 2:18-bk-20168-ER
Case No. 2:18-bk-20169-ER
Case No. 2:18-bk-20171-ER
Case No. 2:18-bk-20172-ER
Case No. 2:18-bk-20173-ER
Case No. 2:18-bk-20175-ER
Case No. 2:18-bk-20176-ER
Case No. 2:18-bk-20178-ER
Case No. 2:18-bk-20179-ER
Case No. 2:18-bk-20180-ER
Case No. 2:18-bk-20181-ER

Hon. Ernest M. Robles

ORDER (1) APPROVING FORM OF ASSET PURCHASE AGREEMENT FOR STALKING HORSE BIDDER AND FOR PROSPECTIVE OVERBIDDERS, (2) APPROVING AUCTION SALE FORMAT, BIDDING PROCEDURES AND STALKING HORSE BID PROTECTIONS, (3) APPROVING FORM OF NOTICE TO BE PROVIDED TO INTERESTED PARTIES, (4) SCHEDULING A COURT HEARING TO CONSIDER APPROVAL OF THE SALE TO THE HIGHEST BIDDER AND (5) APPROVING PROCEDURES RELATED TO THE ASSUMPTION OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (II) AN ORDER (A) AUTHORIZING THE SALE OF PROPERTY FREE AND CLEAR OF ALL CLAIMS, LIENS AND ENCUMBRANCES; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

Hearing:
Date: February 6, 2019
Time: 10:00 am
Location: Courtroom 1568, 255 E. Temple St., Los Angeles, CA

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This matter coming before the Court on the motion (the "Motion")[1] of the above-captioned debtors and debtors in possession (the "Debtors") for the entry of an Order, as applicable, pursuant to Sections 105(a), 363, and 365 of Title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6004, 6006, 9007, and 9014 of the Federal Rules of Bankruptcy Procedure (as amended from time to time, the "Bankruptcy Rules"), and Rule 6004-1 and 9013-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Central District of California ("LBR") (i)(a) approving form of asset purchase agreement for the Stalking Horse Purchaser and for prospective Overbidders (the "Stalking Horse APA"); (b) approving auction sale format, bidding procedures (the "Bidding Procedures") and stalking horse bid protections; (c) approving the form of notice to be provided to interested parties; (d) scheduling the Auction and a court hearing to consider approval of the sale to the highest bidder; and (e) approving procedures related to the assumption and assignment of certain executory contracts and unexpired leases to the Successful Bidder; (ii) authorizing the sale of property free and clear of all claims, liens and encumbrances; and (iii) granting related relief; the Court having found that (i) the Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; (ii) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b); and (iv) notice of the Motion was sufficient under the circumstances and properly given, and it appearing that no other or further notice need be provided; and a hearing on the proposed bid and sale procedures as detailed in the Motion having been held; and after due deliberation the Court having determined that the relief requested in the Motion with respect to proposed bid and sale procedures is in the best interests of the Debtors, their estates, and their creditors; ~~and for the reasons set forth in the Court's tentative~~

[1] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

~~ruling (the "Tentative Ruling") [Doc. No. 1488], which the Court adopts as its final ruling and which is incorporated herein by reference,~~ [2]and good and sufficient cause having been shown;

AND IT IS FURTHER FOUND AND DETERMINED THAT: [3]

A. The statutory and legal predicates for the relief requested in the Motion and provided for herein are Sections 105(a), 363, and 365 of Title 11 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, 9013 and 9014, and Local Bankruptcy Rules 6004-1, and 9013-1.

B. In the Motion and at the hearing on the Motion, the Debtors demonstrated that good and sufficient notice of the relief granted by this Order has been given and no further notice is required. A reasonable opportunity to object or be heard regarding the relief granted by this Order has been afforded to those parties entitled to notice pursuant to Bankruptcy Rule 2002 and all other interested parties.

C. The Debtors' proposed notice of the Bidding Procedures, the Auction and the hearing to approve the sale (the "Sale") of the Assets (the "Sale Hearing") is appropriate and reasonably calculated to provide all interested parties with timely and proper notice, and no other or further notice is required.

D. The Bidding Procedures substantially in the form attached hereto as Exhibit 1 are fair, reasonable, and appropriate and are designed to maximize the recovery from the Sale of the Assets.

E. The Break-Up Fee, in the amount set forth below, (i) is reasonable and appropriate given, among other things, the size and nature of the Sale and the efforts that will have been

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[2] Because material changes were made to the Court's Tentative Ruling on the record at the hearing, the Court has not posted the Tentative Ruling to the CM/ECF docket.

[3] The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent that any of the following conclusions of law constitute findings of fact, they are adopted as such.

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expended, and will continue to be expended, by the Stalking Horse Purchaser, and (ii) is a material inducement for, and a condition of, the Stalking Horse Purchaser's entry into the Stalking Horse APA.

F. The form of the Stalking Horse APA is fair and reasonable and provides flexibility in the process to sell the Assets in a manner designed to maximize the value of the Assets.

G. The assumption and assignment procedures described in the Motion and provided for herein (the "Assumption and Assignment Procedures") and the Cure Notice are reasonable and appropriate and consistent with the provisions of Section 365 of the Bankruptcy Code and Bankruptcy Rule 6006. The Assumption and Assignment Procedures and the Cure Notice have been narrowly tailored to provide an adequate opportunity for all non-debtor counterparties to the Assumed Executory Contracts to assert an Assumption Objection.

H. Entry of this Order is in the best interests of the Debtors, their estates and creditors, and all other parties in interest.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth herein.

2. To the extent that the International Union of Operating Engineers, Stationary Engineers Local 39 [Doc. No. 1355], the Service Employees International Union, United Healthcare WorkersWest [Doc. No. 1354], the California Nurses Association [Doc. No. 1359], and the United Nurses Association of California/Union of Health Care Professionals (collectively, the "Unions") assert that the Debtors are required to reject the Collective Bargaining Agreements prior to entering into the Stalking Horse APA, the Unions' objections are overruled. Additionally, the Union's objection that the Bidding Procedures do not sufficiently incentivize prospective purchasers to assume Collective Bargaining Agreements (the "CBAs") to which the Unions are parties is overruled. The Court finds that requiring the Debtors to provide a precise

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quantification of the value to be accorded to the assumption of liabilities arising under the CBAs would unduly impair the Debtors' flexibility in the conduct of the auction of the Debtors' assets, and would likely yield suboptimal results for all stakeholders. The Debtors must be allowed to conduct the auction in accordance with their business judgment, especially given the complexity of an auction of this type. Precise quantification of the valuation to be afforded to assumption of the CBAs would not be of material assistance to the sophisticated participants in this auction, who will be assisted by professional advisors using their own detailed financial models and projections. ~~to the Bidding Procedures are overruled as set forth in the Tentative Ruling, at Section 11 ¶ C.~~ This Order does not prevent the Unions from raising objections under § 1113 at the Sale Hearing. However, the Unions' contention that the Stalking Horse APA and the associated bidding procedures cannot be approved prior to the adjudication of § 1113 issues is without merit.

3. The objection filed by St. Vincent IPA Medical Corporation and Angeles IPA [Doc. No. 1388] is premature and may be raised at the Sale Hearing. With respect to the objection filed by Hooper Healthcare Consulting LLC ("Hooper") [Doc. No. 1397], to the extent that Hooper asserts that it is entitled to receive notification of the treatment of its Net Benefit Compensation (as that term is defined in Doc. No. 1397) prior to selection of the Successful Bidder, its objection is overruled. Hooper may raise any objections regarding its Net Benefit Compensation or the assumption and assignment of its executory contract at the Sale Hearing. Hooper's objection to the timeline proposed by the Debtors with respect to the assumption and assignment of executory contracts is overruled. ~~To the extent that Hooper The objections filed by (i) St. Vincent IPA Medical Corporation and Angeles IPA [Doc. No. 1388], and (ii) Hooper Healthcare Consulting LLC [Doc. No. 1397] are overruled for the reasons set forth in the Tentative Ruling, Section II ¶ G & J.~~

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4. The objection filed by the Official Committee of Unsecured Creditors (the "Committee") [Docket Nos. 1399, 1401, 1402] and the *Joint Supplement to Objection and Response to Debtors' Sale Motion* [Docket No. 1279] filed by the Committee, UMB Bank, N.A., and Wells Fargo Bank, National Association, is overruled in part and sustained in part with respect to the revised Section 8.6 of the Stalking Horse APA and the Break-Up Fee, as set forth below.

5. As to the objection filed by the County of San Mateo and the Health Plan of San Mateo [Doc. No. 1361], the restrictions and limitations set forth in § 5.1(b) of the Stalking Horse APA on communications between SGM and governmental authorities shall apply only to communications regarding licensing or regulation of the Hospitals with the relevant licensing or regulatory authorities. Such restrictions shall not apply to communications involving SGM (or any other prospective buyers) and any governmental authority on subjects unrelated to licensing or regulation by that authority.

6. The Court does not rule on the objections filed by MGH Painting Inc. [Doc. No. 1358], Belfor USA Group, Inc. [Doc. No. 1364], and the California Attorney General [Doc. No. 1352], ~~Centers for Medicare and Medicaid Services~~; all such objections are premature and are preserved for the Sale Hearing and may be raised at that time. All objections to the relief requested in the Motion that have not been withdrawn, waived or settled are overruled.

7. The objection of Cigna Healthcare of California, Inc. ("Cigna") [Doc. Nos. 1349 and 1459] is sustained. The Debtors shall, no later than the earlier of (i) 48 hours after the conclusion of the Auction, or (ii) thirty (30) days prior to the Closing Date, provide Cigna with written notice of its irrevocable decision as to whether or not the Debtors propose to assume and assign any or all of the Cigna Provider Agreements as part of the Sale; provided, however, that such notice shall be irrevocable only to the extent that the Successful Bidder's transaction is

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approved by this Court and an order thereon becomes final and non-appealable. The Debtors shall provide the same notice to UnitedHealthcare Insurance Company.

8. The objections filed by the U.S. Department of Health and Human Services and Centers for Medicare and Medicaid Services [Doc. No. 1346] and the California Department of Health Care Services [Doc. No. 1353] are continued, as resolved by stipulations [Docket Nos. 1458 and 1473, respectively], approved by orders entered on [Docket Nos. 1465 and 1483, respectively].

9. The Bidding Procedures attached hereto as Exhibit 1 are **APPROVED.**[4]

10. Strategic Global Management, Inc. or an affiliate to be designated (the "Stalking Horse Purchaser") is hereby **APPROVED** to be and designated as the Stalking Horse Purchaser as to the Assets, and the form of the Stalking Horse APA is hereby **APPROVED.**

11. Subject to the Bidding Procedures and approval of the Sale at the Sale Hearing, the Debtors' entry into the Stalking Horse APA (including any amendments thereto) is hereby **APPROVED** subject to the following modifications:

(i) the following language is added to Section 6.1(b)(2): "In the event that Purchaser terminates this Agreement in accordance with Section 8.6 hereof, expenses of Purchaser incurred in satisfaction of Section 8.6 shall be reimbursed up to $500,000";

(ii) Section 8.6 shall be replaced by the following revised Section 8.6:

> 8.6 **Attorney General Provisions**. Purchaser recognizes that the transactions contemplated by this Agreement may be subject to review and approval of the CA AG. Purchaser agrees to close the transactions contemplated by this Agreement so long as any conditions imposed by the CA AG are substantially consistent with the conditions set forth, as Purchaser Approved Conditions, in Schedule 8.6. In the event the CA AG imposes conditions on the transactions contemplated by this Agreement, or on Purchaser in connection therewith, which are materially different than the Purchaser Approved Conditions set forth

[4] For the convenience of parties in interest, a chart listing important dates set forth in this Order is attached hereto as Exhibit 2.

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on Schedule 8.6 (the "Additional Conditions"), Sellers shall have the opportunity to file a motion with the Bankruptcy Court seeking the entry of an order ("Supplemental Sale Order") finding that the Additional Conditions are an "interest in property" for purposes of 11 U.S.C. § 363(f), and that the Assets can be sold free and clear of the Additional Conditions without the imposition of any other conditions, which would adversely affect the Purchaser. For purposes of this Section 8.6, Additional Conditions which individually or collectively impose a direct or indirect cost to Purchaser of $5 million, or more, shall be conclusively deemed to be "materially different." If Sellers determine not to seek such Supplemental Sale Order, or fail to obtain such Supplemental Sale Order within 60 days of the Attorney General's imposition of Additional Conditions, Purchaser shall be entitled to terminate this Agreement and receive the return of its Good Faith Deposit. If Sellers timely obtain such Supplemental Sale Order from the Bankruptcy Court or another court, Purchaser shall have a period of 21 business days from the entry of such order (the "Evaluation Period") to determine, in the exercise of the Purchaser's reasonable business judgment and in consultation with Purchaser's financing sources, whether to proceed to consummate the transactions contemplated by this Agreement; provided, however, (i) Purchaser shall not terminate or provide notice of termination of the Stalking Horse APA based on the Seller's failure to satisfy the condition set forth under this Section 8.6 until the expiration of the Evaluation Period as may be extended herein, and (ii) the Evaluation Period may be extended by the Debtors, in consultation with the Consultation Parties, by up to 90 days for any appeal properly perfected with respect to the Supplemental Sale Order (the "Extended Evaluation Periods"). For the avoidance of doubt, if the Debtors or any of the Consultation Parties dispute the reasonableness of the exercise of the Purchaser's business judgment, such dispute shall be determined by the Bankruptcy Court only in the context of an adversary proceeding. If, at the conclusion of the Extended Evaluation Periods, such Supplemental Sale Order has not become a final, non-appealable order and Purchaser determines not to proceed, Purchaser shall have the right within ten (10) business days after the conclusion of the Extended Evaluation Periods to terminate this Agreement and receive the return of its Good Faith Deposit. Sellers shall provide Purchaser with prompt written notice of the conclusion of the Extended Evaluation Periods and whether the Supplemental Sale Order has become a final, non-appealable order. For purposes of this Section 8.6, "a final, non-appealable order" shall include a Supplemental Sale Order (i) which has been affirmed or the appeal of which has been dismissed by any appellate court and for which the relevant appeal period has expired (other than any right of appeal to the U.S. Supreme Court), or (ii) which has been withdrawn by the appellant. If the Supplemental Sale Order becomes a final, non-appealable order prior to the expiration of the Evaluation Period or, if applicable, the

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> Extended Evaluation Periods, Purchaser shall consummate the Sale provided that all other conditions to closing have been satisfied. During any Evaluation Period or Extended Evaluation Periods, Purchaser shall reasonably cooperate in any efforts to render the Supplemental Sale Order a final, non-appealable order, including timely taking reasonable steps in preparation for closing of the transactions described in this Agreement; provided, however, Purchaser shall not be obligated to expend more than $500,000. For the avoidance of doubt, neither this provision, nor any of the rights granted to the Purchaser herein, shall constitute a waiver of any party in interest's right to argue that any appeal from the Sale Order should be dismissed on statutory, Constitutional or equitable mootness grounds.

(iii) in Section II, H(a), in Schedule 6.1(b)(3), annexed to the Stalking Horse APA [Docket No. 1279, at 111], the reference to Section 6.26(b)(2) is hereby corrected to Section 6.1(b)(2); and

(iv) other clarifications to the Bidding Procedures set forth in the attached Exhibit "1" are hereby deemed incorporated into Schedule 6.1(b)(3), annexed to the Stalking Horse APA [Docket No. 1279, at 111].

12. The Break-Up Fee, as modified, is **APPROVED** for the reasons stated on the record. If the Stalking Horse Purchaser is not the Successful Bidder and is not then in breach, and the Stalking Horse APA has not otherwise been terminated, the Stalking Horse Purchaser shall be paid at the closing of the Sale of the Purchased Assets (i) three and one-quarter percent (3.25%) of the Cash Consideration ($19,825,000.00), plus (ii) reimbursement of reasonably documented reasonable costs and expenses in an amount not to exceed $2,000,000.00. Notwithstanding anything to the contrary contained herein, upon payment of the Break-Up Fee to the Stalking Horse Purchaser, the Debtors and their representatives and affiliates, on the one hand, and Stalking Horse Purchaser and its respective representatives and affiliates, on the other hand, will be deemed to have fully released and discharged each other from any liability resulting from the termination of the Stalking Horse APA, and neither the Debtors and their representatives and

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affiliates, on the one hand, and the Stalking Horse Purchaser and its respective representatives and affiliates, on the other hand, nor any other Person, will have any other remedy or cause of action under or relating to the Stalking Horse APA, including for reimbursement of any additional expenses incurred by the Stalking Horse Purchaser in connection with the negotiation and documentation of the Stalking Horse APA and all proceedings held in connection therewith. Any Break-Up Fee shall be payable without any further order of the Bankruptcy Court.

13. The Partial Bid Deadline **shall be March 28, 2019 at 4:00 p.m. (prevailing Pacific Time)** and the Bid Deadline shall be **April 3, 2019 at 4:00 p.m. (prevailing Pacific Time)**.

14. The Debtors, after consultation with the Consultation Parties (as defined in the Bidding Procedures), shall have the exclusive right to determine whether a bid is a Qualified Bid and shall notify Qualified Bidders whether their bids have been recognized as such as promptly as practicable after a Qualified Bidder delivers all of the materials required by the Bidding Procedures.

15. The Partial Bid Auction, if necessary, shall be held on **April 8, 2019 at 10:00 a.m. (prevailing Pacific Time)** at the offices of Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, CA 90017, or at such other location as shall be identified in a notice filed with the Bankruptcy Court at least 24 hours before the Partial Bid Auction. The Full Bid Auction, if necessary, shall be held on **April 9, 2019 at 10:00 a.m. (prevailing Pacific Time)** at the offices of Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, CA 90017, or at such other location as shall be identified in a notice filed with the Bankruptcy Court at least 24 hours before the Full Bid Auction.

16. At each of the Partial Bid Auction and the Full Bid Auction, each Qualified Bidder shall be required to confirm that it has not engaged in any collusion with respect to the bidding or

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the sale, and the Auction shall be conducted openly and transcribed. Within twenty-four (24) hours following the conclusion of the Full Bid Auction, the Debtors shall file a notice identifying the Successful Bidder with the Court and shall serve such notice by fax, email, or if neither is available, by overnight mail to all counterparties whose contracts are to be assumed and assigned.

17. The Debtors, after consultation with the Consultation Parties, shall determine which offer is the highest and otherwise best offer for the Assets, giving effect to the Break-Up Fee payable to the Stalking Horse Purchaser as well as any additional liabilities or Cure Amounts to be assumed by the Stalking Horse Purchaser or another Qualified Bidder and any additional costs which may be imposed on the Debtors.

18. The Sale Hearing shall be held on **April 17, 2019 at 10:00 a.m. (prevailing Pacific Time)** before this Court, the U.S. Bankruptcy Court for the Central District of California, 255 E. Temple St., Los Angeles, California 90012. Any objections to the Sale (other than an Assumption Objection (defined herein) which shall be governed by the procedures set forth below) (a "Sale Objection"), must (i) be in writing; (ii) comply with the Bankruptcy Rules and the Local Rules; (iii) set forth the specific basis for the Sale Objection; (iv) be filed with the Court, 255 E. Temple St., Los Angeles, California 90012, together with proof of service, **on or before 4:00 p.m. (prevailing Pacific Time) on April 12, 2019** (the "Sale Objection Deadline") and (v) be served, so as to be actually received on or before the Sale Objection Deadline, upon: (i) counsel to the Debtors: Dentons US LLP, 601 S. Figueroa Street, Suite 2500, Los Angeles, CA 90017 (Attn: Tania M. Moyron (tania.moyron@dentons.com)); (ii) the Debtors' Investment Banker: Cain Brothers, a division of KeyBanc Capital Markets, 1 California Street, Suite 2400, San Francisco, CA 94111 (Attn: James Moloney (jmoloney@cainbrothers.com)); (iii) counsel to the Official Committee: Milbank, Tweed, Hadley & McCloy LLP, 2029 Century Park East, 33rd Floor, Los Angeles, CA 90067 (Attn: Gregory A. Bray (gbray@milbank.com); (iv) counsel to the

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Master Trustee and Series 2005 Bond Trustee: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, MA 02111 (Attn: Daniel S. Bleck and Paul Ricotta (dsbleck@mintz.com, pricotta@mintz.com)); and (v) counsel to the Series 2015 and Series 2017 Notes Trustee: Maslon, LLP, 3300 Wells Fargo Center, 90 South Seventh Street, Minneapolis, MN 55402 (Attn: Clark Whitmore (clark.whitmore@maslon.com) (collectively, the "Notice Parties"). If a Sale Objection is not filed and served on or before the Sale Objection Deadline, the objecting party may be barred from objecting to the Sale and may not be heard at the Sale Hearing, and this Court may enter the Sale Order without further notice to such party.

19. The Sale Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing, and the Debtors shall have the exclusive right, in the exercise of its fiduciary obligations and business judgment, and after consultation with the Consultation Parties, to cancel the Sale at any time subject to the terms of this Order, in accordance with the terms of this Order and the Stalking Horse APA.

20. The following forms of notice are approved: (a) the Procedures Notice, in the form substantially similar to that attached hereto as Exhibit 3 and (b) the Cure Notice, in the form substantially similar to that attached hereto as Exhibit 4.

20. The Debtors shall, within one (1) business day after the entry of this Order, file with the Court and serve a copy of this Order and the Procedures Notice by first class mail, postage prepaid, on the Notice Parties and all parties which the Debtor are require to serve pursuant to LBR 6004-1(b)(3) and the *Order Granting Emergency Motion of Debtors for Order Limiting Scope of Notice* [Dkt. No. 132].

21. The Debtors shall file with the Court and serve the Cure Notice (along with a copy of this Motion) upon each counterparty to the Assumed Executory Contracts by no later than

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March 5, 2019. The Cure Notice shall state the date, time and place of the Sale Hearing as well as the date by which any Assumption Objection must be filed and served. The Cure Notice also will identify the amounts, if any, that the Debtors believe are owed to each counterparty to an Assumed Executory Contract in order to cure any defaults that exist under such contract (the "Cure Amounts").

22. To the extent there is a contract added to the list of contracts to be assumed by the Successful Bidder pursuant to the Successful Bidder's Purchase Agreement selected at the Auction, the Motion constitutes a separate motion to assume and assign that contract to the Successful Bidder pursuant to Section 365 of the Bankruptcy Code; each such contract will be listed on an exhibit to the Successful Bidder's Purchase Agreement, and shall be given a separate Cure Notice filed and served by overnight delivery by the Debtors within 5 business days of the conclusion of the Auction and announcement of the Successful Bidder(s).

23. The inclusion of a contract, lease, or other agreement on the Cure Notice shall not constitute or be deemed a determination or admission by the Debtors and their estates or any other party in interest that such contract, lease, or other agreement is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code, and any and all rights with respect thereto shall be reserved.

24. If any counterparty to an Assumed Executory Contract wishes to file an Assumption Objection, such counterparty must file and serve it so as to be actually received by the Notice Parties by no later than: (i) **4:00 p.m. (prevailing Pacific Time) on March 22, 2019**, (ii) such later date otherwise specified in the Cure Notice, or (iii) solely with respect to those counterparties to Assumed Executory Contracts who are not served with a Cure Notice until a date after March 22, 2019, seven (7) days after service by overnight mail of such Cure Notice (the "Assumption Objection Deadline"), provided, however, that if any Successful Bidder is not the

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Stalking Horse Purchaser, any counterparty may raise at the Sale Hearing (or any time before the Sale Hearing) an objection to the assumption and assignment of the Assumed Executory Contract solely with respect to such Successful Bidder's ability to provide adequate assurance of future performance under the Assumed Executory Contract. The Court will make any and all determinations concerning adequate assurance of future performance under the Assumed Executory Contracts pursuant to Sections 365(b) and (f)(2) of the Bankruptcy Code at the Sale Hearing.

25. To the extent the Assumed Executory Contract counterparty wishes to object to the Cure Amount, if any, set forth in the Cure Notice, its Assumption Objection must set forth with specificity each and every asserted default in any executory contract or unexpired lease and the monetary cure amount asserted by such counterparty to the extent it differs from the amount, if any, specified by the Debtors in the Cure Notice.

26. Any counterparty to an Assumed Executory Contract that fails to timely file and serve an objection to the Cure Amounts shall be forever barred from asserting that a Cure Amount is owed in an amount in excess of that set forth in the Cure Notice.

27. If a Contract or Lease is assumed and assigned pursuant to Court order, the Assumed Executory Contract counterparty shall receive no later than three (3) business days following the closing of the Sale, the Cure Amount, if any, as set forth in the Cure Notice. All Cure Amounts will be funded in accordance with the terms and conditions of the Stalking Horse APA and/or the Purchase Agreement(s), as applicable.

28. Assumption Objections (including those related to adequate assurance of future performance) will be resolved by the Court at the Sale Hearing. Notwithstanding, in the event that the Debtors and the counterparty cannot resolve the Cure Amount, such dispute may be

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resolved by the Court at the Sale Hearing or such later date as may be agreed to or ordered by the Court.

29. The Successful Bidder(s) shall be responsible for satisfying any requirements regarding adequate assurance of future performance that may be imposed under section 365(b) of the Bankruptcy Code in connection with the proposed assignment of any Assumed Executory Contract, and the failure to provide adequate assurance of future performance to any counterparty to any Assumed Executory Contract shall not excuse the Successful Bidder(s) from performance of any and all of its obligations pursuant to the Successful Bidder's Purchase Agreement.

30. Except to the extent otherwise provided in a Successful Bidder's Purchase Agreement, the Debtors and their estates shall be relieved of all liability accruing or arising after the assumption and assignment of the Assumed Executory Contracts pursuant to section 365(k) of the Bankruptcy Code.

31. All proceeds of the Sale shall be paid by the Successful Bidder(s) to the Debtors and such proceeds shall be deposited in accordance with paragraph 4 of the Final DIP Order, and all liens, claims, interests and encumbrances on the Assets sold pursuant to the Sale shall attach to the proceeds of Sale with the same force, effect, validity and priority as such liens, claims, interests and encumbrances had on such Assets prior to the Closing, subject to the liens and security interests of the DIP Lender and the Prepetition Secured Creditors under the relevant intercreditor agreements, applicable law and the Final DIP Order, as applicable.

32. To the extent the provisions of this Order are inconsistent with the provisions of any Exhibit referenced herein or with the Motion, the provisions of this Order shall control.

33. The Court shall retain jurisdiction over all matters arising from or related to the interpretation and implementation of this Order.

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34. Notwithstanding the possible applicability of Bankruptcy Rules 6004, 6006, 7062, 9014, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable.

###

Date: February 19, 2019

[redacted]
Ernest M. Robles
United States Bankruptcy Judge

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Exhibit 1

(Bidding Procedures)

BIDDING PROCEDURES

Set forth below are the bidding procedures (the "Bidding Procedures") to be employed in connection with the sale of all assets of (i) the assets (the "Purchased Assets") enumerated in the Stalking Horse APA (as defined below), including but not limited to, St. Francis Medical Center, St. Vincent Medical Center, St. Vincent Dialysis Center, Inc., Seton Medical Center and Seton Medical Center Coastside (collectively, the "APA Facilities"); and (ii) assets not otherwise enumerated in the APA, but associated with the ownership or operation of the APA Facilities and available for purchase (the "Other Assets"), in connection with the chapter 11 cases pending in the United States Bankruptcy Court for the Central District of California (the "Bankruptcy Court"), jointly administered as case number 2:18-bk-20151-ER, in the form to be approved by the Bankruptcy Court, by Order dated [_____], 2019 (the "Bidding Procedures Order").

The Debtors entered into that certain Asset Purchase Agreement, dated January 8, 2019 between the Debtors, on the one hand, and Strategic Global Management, Inc. (the "Stalking Horse Purchaser"), on the other hand, pursuant to which the Stalking Horse Purchaser shall acquire the Assets on the terms and conditions specified therein (together with the schedules and related documents thereto, the "Stalking Horse APA"). The sale transaction pursuant to the Stalking Horse APA is subject to competitive bidding as set forth herein. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the *Debtors' Notice of Motion and Motion for the Entry of (I) an Order (1) Approving Form of Asset Purchase Agreement for Stalking Horse Bidder and for Prospective Overbidders, (2) Approving Auction Sale Format, Bidding Procedures and Stalking Horse Bid Protections, (3) Approving Form of Notice to be Provided to Interested Parties, (4) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest Bidder, and (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; and (II) an Order (A) Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances* [Docket No. 1279] (the "Sale Motion").

I. ASSETS TO BE SOLD

The Debtors seek to complete a sale of substantially all assets of the APA Facilities, including both the Purchased Assets and the Other Assets (the "Sale"). The Stalking Horse APA will serve as the "stalking-horse" bid for the Purchased Assets.

II. THE BID PROCEDURES

In order to ensure that the Debtors receive the maximum value for the Purchased Assets and/or the Other Assets, they intend to hold a sale process for the Purchased Assets and/or the Other Assets pursuant to the procedures and on the timeline proposed herein.

A. Provisions Governing Qualifications of Bidders

Unless otherwise ordered by the Court or as set forth in these procedures, in order to participate in the bidding process, each person, other than the Stalking Horse Purchaser, who wishes to

participate in the bidding process must deliver, prior to the Bid Deadline (defined herein), the following Debtors:

(a) a written disclosure of the identity of each entity that will be bidding for the Purchased Assets and/or the Other Assets or otherwise participating in connection with such bid; and

(b) an executed confidentiality agreement (to be delivered prior to the distribution of any confidential information by the Debtors) in form and substance satisfactory to the Debtors and which shall inure to the benefit of any purchaser of the Purchased Assets and/or Other Assets; without limiting the foregoing, each confidentiality agreement executed by a Potential Bidder shall contain standard non-solicitation provisions.

A bidder that delivers the documents and information described above and that the Debtors determine, after consultation with the Official Committee of Unsecured Creditors, the Prepetition Secured Creditors, and any other party deemed appropriate within the business judgment of the Debtors (collectively, the "Consultation Parties") in their reasonable business judgment, is likely (based on availability of financing, experience, and other considerations) to be able to consummate the sale, will be deemed a potential bidder ("Potential Bidder").

B. Due Diligence

The Debtors will afford any Potential Bidder such due diligence access or additional information as the Debtor, in consultation with their advisors, deem appropriate, in their reasonable discretion. The due diligence period shall extend through and including the relevant Bid Deadline; provided, however, that any bid submitted under these procedures shall be irrevocable until at least the selection of the Successful Bidder(s) (defined herein) and any Back-Up Bidder(s) (defined herein).

C. Provisions Governing Qualified Bids

A bid submitted by a Potential Bidder will be considered a Qualified Bid (each, a "Qualified Bid", and each such Potential Bidder thereafter a "Qualified Bidder") only if the bid complies with all of the following requirements:

a) it states that the applicable Qualified Bidder offers to purchase, in cash, some or all of the Purchased Assets and/or the Other Assets;

b) it identifies with particularity the portion of the Purchased Assets and/or the Other Assets the Qualified Bidder is offering to purchase;

c) it allocates with specificity the portion of the purchase price offered that the Qualified Bidder attributes to St. Francis Medical Center, St. Vincent Medical Center, Seton Medical Center, and Seton Coastside, and each of the Other Assets, respectively;[5]

[5] For the avoidance of doubt, such allocation shall not be binding on the Debtors, their estates or any Consultation Party.

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d) it includes a signed writing that the Qualified Bidder's offer is irrevocable until the selection of the Successful Bidder and the Back-Up Bidder, provided that if such bidder is selected as the Successful Bidder or the Back-Up Bidder then the offer shall remain irrevocable until the earliest of (i) the closing of the transaction with the Successful Bidder, (ii) in the case of the Successful Bidder, a termination of the Qualified Bid pursuant to the terms of the Successful Bidder Purchase Agreement and (iii) with respect to the Back-up Bidder, the date that is thirty (30) business days after entry of the Sale Order;

e) it includes confirmation that there are no conditions precedent to the Qualified Bidder's ability to enter into a definitive agreement and that all necessary internal governance and shareholder approvals have been obtained prior to the bid;

f) it sets forth each third-party, regulatory and governmental approval required for the Qualified Bidder to consummate the transaction and the time period within which the Qualified Bidder expects to receive such approvals and establishes a substantial likelihood that the Qualified Bidder will obtain such approvals by the stated time period;

g) it includes a duly authorized and executed copy of a purchase or acquisition agreement in the form of the Stalking Horse APA (a "Purchase Agreement"), including the purchase price for some or all of the Purchased Assets and/or the Other Assets, or both, expressed in U.S. Dollars, together with all exhibits and schedules thereto, together with copies marked to show any amendments and modifications to the Stalking Horse APA ("Marked Agreement");

h) it is not subject to any financing contingency and includes written evidence of a firm ability to have the funding necessary to consummate the proposed transaction, that will allow the Debtors to make a reasonable determination, in consultation with the Consultation Parties, as to the Qualified Bidder's financial and other capabilities to consummate the transaction contemplated by the Purchase Agreement;

i) if the bid is for all of the Purchased Assets, it must have a value to the Debtors, in the Debtors' exercise of its reasonable business judgment, after consultation with its advisors and the Consultation Parties, that is greater than or equal to the sum of the value offered under the Stalking Horse APA, plus (i) the amount of the Break-Up Fee ($19,825,000.00); (ii) the amount of the expense reimbursement ($2,000,000.00); and (iii) $7,000,000.00 (the "Initial Bidding Increment," and, together with the Break-Up Fee, the "Minimum Qualified Bid");

j) if the bid is a partial bid (the "Partial Bid"),[6] the terms of paragraph (i) immediately above shall not apply but the terms of paragraph (o) below concerning the Good Faith Deposit shall expressly apply in order to be a bid qualified to participate in the Partial Bid Auction (as defined below) (each, a "Partial Bid Auction Qualified Bid"). In the event that the Debtors aggregate Partial Bids, the Partial Bid purchasers' responsibility for the Break-Up Fee, the Expense Reimbursement, and the Initial Bidding Increment shall be reasonably allocated to each Partial Bid purchaser, and (ii) in no event shall the Stalking Horse Purchaser be entitled to more than one Break-Up Fee and/or Expense Reimbursement;

k) it identifies with particularity which (i) executory contracts and unexpired leases the Qualified Bidder wishes the Debtors to assume and assign to it, and (ii)

[6] A Partial Bid shall mean a bid for less than all of the Purchased Assets.

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Purchased Assets and/or Other Assets, subject to purchase money liens or the like, the Qualified Bidder wishes to acquire and therefore pay the associated purchase money financing;

l) it contains sufficient information concerning the Qualified Bidder's ability to provide adequate assurance of performance with respect to executory contracts and unexpired leases;

m) it includes an acknowledgement and representation that the Qualified Bidder: (A) has had an opportunity to conduct any and all required due diligence regarding the Purchased Assets and/or Other Assets prior to making its offer and that the offer is not subject to any further due diligence or the need to raise capital/financing to consummate the proposed transaction; (B) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Purchased Assets and/or Other Assets in making its bid; (C) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Purchased Assets and/or Other Assets or the completeness of any information provided in connection therewith or with the relevant Auction (defined below), except as expressly stated in the Purchase Agreement; and (D) is not entitled to any expense reimbursement, break-up fee, or similar type of payment in connection with its bid;

o) unless it is a Credit Bid (as defined below), it is accompanied by a (i) good faith deposit in the form of a wire transfer (to a bank account specified by the Debtors), certified check or such other form of cash or cash equivalent acceptable to the Debtors, payable to the order of the Debtors (or such other party as the Debtors may determine) in an amount equal to: (a) 20% of purchase price for bids under $5 million; (b) for bids greater than $5 million and less than $100 million, the greater of: (i) $1 million or (ii) 10% of purchase price; (c) for bids greater than $100 million, the greater of (i) $10 million or (ii) 5% of purchase price (collectively, the "Good Faith Deposit"), which Good Faith Deposit shall, be forfeited if such bidder is the Successful Bidder and breaches its obligation to close; and (ii) if the Qualified Bid is a bid made by a secured creditor of the Debtors (a "Credit Bid Bidder") who intends to make a credit bid (each, a "Credit Bid Bid"), evidence of (a) the basis for and property covered by such Credit Bid Bidder's secured claim, (b) the amount of such Credit Bid Bidder's claim that is secured by the property in question, (c) whether it is the senior secured claim on the property (x) prepetition and (y) as of the date of the request to be a Qualified Bidder, as well as (d) evidence of the resolution of any Challenge to such Credit Bid Bidder's secured claim within the meaning of the Final DIP Order;

p) it contains a detailed description of how the Qualified Bidder intends to treat current employees of the Debtors;

r) it identifies the person(s) and their title(s) who will attend the relevant Auction, and confirms that such person(s) have authority to make binding Overbids (defined below) at such Auction;

s) it contains such other information reasonably requested by the Debtors; and

t) it is received prior to the Bid Deadline.

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The Debtors, in consultation with the Consultation Parties (who shall receive copies of the Purchase Agreement relating to any bids cast pursuant to these Bidding Procedures as soon as reasonably practicable), may qualify any bid that meets the foregoing requirements as a Qualified Bid. Notwithstanding the foregoing, the Stalking Horse Purchaser is deemed a Qualified Bidder and the Stalking Horse APA is deemed a Qualified Bid, for all purposes in connection with the Bidding Process, the Auction, and the Sale.

The Debtors shall notify the Consultation Parties, the Stalking Horse Purchaser and all Qualified Bidders and the Notice Parties in writing as to whether or not any bids constitute Qualified Bids (and with respect to each Qualified Bidder that submitted a bid as to whether such Qualified Bidder's bid constitutes a Qualified Bid) and provide copies of the Purchase Agreements relating any such Qualified Bid to the Consultation Parties, the Stalking Horse Purchaser and such Qualified Bidders and the Notice Parties on the earlier of: (1) the date that any bid other than the Stalking Horse Bid has been deemed a Qualified Bid, or (2) two business days prior to the Partial Bid Auction.

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D. Bid Deadline

A Qualified Bidder that desires to make a bid or a Partial Bid will deliver written copies of its bid or Partial Bid to the following parties (collectively, the "Notice Parties): (i) counsel to the Debtors: Dentons US LLP, 601 S. Figueroa Street, Suite 2500, Los Angeles, CA 90017 (Attn: Tania M. Moyron (tania.moyron@dentons.com)); (ii) the Debtors' Investment Banker: Cain Brothers, a division of KeyBanc Capital Markets, 1 California Street, Suite 2400, San Francisco, CA 94111 (Attn: James Moloney (jmoloney@cainbrothers.com)); (iii) counsel to the Official Committee: Milbank, Tweed, Hadley & McCloy LLP, 2029 Century Park East, 33rd Floor, Los Angeles, CA 90067 (Attn: Gregory A. Bray (gbray@milbank.com); (iv) counsel to the Master Trustee and Series 2005 Bond Trustee: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, MA 02111 (Attn: Daniel S. Bleck and Paul Ricotta (dsbleck@mintz.com,pricotta@mintz.com));and (v) counsel to the Series 2015 and Series 2017 Notes Trustee: Maslon, LLP, 3300 Wells Fargo Center, 90 South Seventh Street, Minneapolis, MN 55402 (Attn: Clark Whitmore (clark.whitmore@maslon.com)), so as to be received by the Notice Parties not later than **March 28, 2019, at 4:00 p.m.** (prevailing Pacific Time), for partial bids (the "Partial Bid Deadline") or **April 3, 2019, at 4:00 p.m.** (prevailing Pacific Time), for full bids (the "Full Bid Deadline").

A list of all Qualified Bids, as well as all adequate assurance information included in such bids as required by paragraph C(l) above, will be provided to Cigna and United (through their counsel) no later than April 4, 2018, at 4:00 p.m. (prevailing Pacific Time) to allow those parties to evaluate Qualified Bidders related to adequate assurance of future performance of the Cigna and United provider agreements.

E. Credit Bidding

Any party with a valid, properly perfected security interest in any of the Assets may credit bid for the Assets in connection with the Sale pursuant to § 363(k) of the Bankruptcy Code.

Any credit bids made by secured creditors shall not impair or otherwise affect the Stalking Horse Purchaser's entitlement to the Bidding Procedures and related protections granted under the Bidding Procedures Order.

F. Evaluation of Competing Bids

A Qualified Bid will be valued based upon several factors including, without limitation: (i) the amount of such bid; (ii) the risks and timing associated with consummating such bid; (iii) any proposed revisions to the form of Stalking Horse APA; and (iv) any other factors deemed relevant by the Debtors in its reasonable discretion, in consultation with the Consultation Parties, including the amount of cash included in the bid.

G. No Qualified Bids

If the Debtors do not receive any Qualified Bids other than the Stalking Horse APA, the Debtors will not hold an auction and the Stalking Horse Purchaser will be named the Successful Bidder for the Assets. If the Debtors receive one or more qualified Partial Bid Auction Qualified Bids and, after the Partial Bid Auction, the Debtors will determine, in consultation with the Consultation Parties, if there are any Partial Bidders that will not be qualified to participate at the Full Bid Auction.

H. Auction Process

If the Debtors receive one or more Partial Bid Auction Qualified Bids, the Debtors will conduct separate auctions of each asset or combinations thereof (each, a "Partial Bid Auction"). Any Partial Bidder holding a Partial Bid Auction Qualified Bid shall be entitled to bid on any assets in any Partial Bid Auction(s). The procedures below shall apply to the Partial Bid Auction, except as where otherwise indicated. The Debtors will conduct the Partial Bid Auction(s), which shall be transcribed on **April 8, 2019, at 10:00 a.m. (prevailing Pacific Time)** (the "Partial Bid Auction Date"), at the offices of Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, California 90017, or such other location as shall be timely communicated to all entities entitled to attend the Auction.

The Partial Bid Auction Qualified Bids determined by the Debtors, in consultation with the Consultation Parties, at the Partial Bid Auction(s) (as set forth above) to be eligible to participate at the Full Bid Auction, including (without limitation) the highest and best bids for each asset (the "Winning Partial Bids") shall be permitted to participate in the Full Bid Auction (as defined below) of the Purchased Assets and/or the Other Assets, except that:

(a) If the Partial Bids, at the conclusion of the Partial Bid Auction, include all four APA Facilities and exceed, in the aggregate, the Purchase Price in the Stalking Horse APA, there will be a Full Bid Auction (as defined below) and (1) the Stalking Horse Purchaser may overbid in the aggregate for all four APA Facilities, or (2) the Stalking Horse Purchaser may bid for less than the four APA Facilities and be entitled to a pro-rata Break-Up Fee for the APA Facilities which the Stalking Horse Purchaser does not acquire, as specified in the Stalking Horse APA at 6.1(b)(2);

(b) If the Partial Bids do not include all four APA Facilities, and if there are no other Qualified Full Bids, then Seller, in its discretion, after consultation with the Consultation Parties, may choose, at the conclusion of the Partial Bid Auction, (1) to have no Full Bid Auction and the Stalking Horse Purchaser will purchase the four APA Facilities pursuant to the Stalking Horse APA, or (2) if the Debtor and

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Consultation Parties deem the aggregate designated Winning Partial Bid(s) to be sufficient to warrant leaving one or more APA Facilities behind (the "Remaining Facility"), the Stalking Horse Purchaser shall have the option of (i) acquiring the Remaining Facility at the allocated price in the Stalking Horse APA, (ii) overbidding one or more of the Partial Bids, or (iii) terminating the Stalking Horse APA. In either event, the Stalking Horse Purchaser shall be entitled to the Break-Up Fee for all of the APA Facilities not acquired by the Stalking Horse Purchaser.

If the Debtors receive, in addition to the Stalking Horse APA, one or more Qualified Full Bids (and/or a combination of Winning Partial Bids from the Partial Bid Auction(s) seeking, on an aggregate basis, to purchase all or substantially all of the Purchased Assets and/or the Other Assets), the Debtor will conduct a full bid auction of the Purchased Assets and/or the Other Assets (the "Full Bid Auction"), which shall be transcribed, on **April 9, 2019, at 10:00 a.m. (prevailing Pacific Time)** (the "Full Bid Auction Date"), at the offices of Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, California 90017, or such other location as shall be timely communicated to all entities entitled to attend the Auction. The Partial Bid Auction and the Full Bid Auction shall run in accordance with the following procedures:

a) only the Debtors, the Stalking Horse Purchaser, Qualified Bidders who have timely submitted a Qualified Bid, the U.S. Trustee, and the Consultation Parties, and their respective advisors, and other parties who request and receive authority to attend the auction in advance from the Debtors may attend the Auction;

b) only the Stalking Horse Purchaser and the Qualified Bidders who have timely submitted Qualified Bids will be entitled to make any subsequent bids at the Auction;

c) each Qualified Bidder shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the sale;

d) all Qualified Bidders who have timely submitted Qualified Bids will be entitled to be present for all Subsequent Bids (defined herein) at the relevant Auction and the actual identity of each Qualified Bidder will be disclosed on the record at the relevant Auction; provided that all Qualified Bidders wishing to attend the relevant Auction must have at least one individual representative with authority to bind such Qualified Bidder attending the relevant Auction in person;

e) the Debtors, after consultation with the Consultation Parties, the Stalking Horse Purchaser, and any other Qualified Bidders may employ and announce at the relevant Auction additional procedural rules that are (i) reasonable under the circumstances for conducting the relevant Auction, (ii) in the best interest of the Debtors' estates; provided, however, that rules (i) are disclosed to the Stalking Horse Purchaser and each Qualified Bidder participating in the Auction, and (ii) are not inconsistent with the Bidding Procedures, the Stalking Horse APA, the Bankruptcy Code, or any order of the Court entered in connection herewith;

f) bidding at the relevant Auction will begin with a bid determined by the Debtors after consulting with the Consultation Parties as being the then highest and best bid which will be announced by the Debtors prior to the commencement of the Auction (the "Baseline Bid"). The Auction will continue in bidding increments to be determined in the discretion of the Debtors, in consultation with the Consultation Parties (each a "Overbid"), and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders who submitted Qualified

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Bids and are in attendance at the Auction (including, without limitation, Winning Partial Bids), as well as to the Notice Parties;

g) the initial Overbid, if any, shall provide for total consideration to Debtors with a value that exceeds the value of the consideration under the Baseline Bid by an incremental amount. Additional consideration in excess of the amount set forth in the respective Baseline Bid must include: (i) cash and/or (ii) in the case of a Qualified Bidder (including, without limitation, with respect to any Winning Partial Bids) that is a Credit Bid Bidder that has a valid and perfected lien (not subject to a Challenge within the meaning the Final DIP Order) on any of the Purchased Assets and/or the Other Assets, a Credit Bid of up to the full amount of such Credit Bidder's allowed perfected lien, subject to § 363(k) and any other restrictions set forth herein; and

h) at the Full Bid Auction, the Stalking Horse Purchaser may, subject to the terms and conditions set forth herein, elect to bid for the Purchased Assets as described in the Bid Procedures Order. In the alternative, the Stalking Horse Purchaser, and any bidder with a Qualified Full Bid, (a) may elect to bid against any one or more of the Winning Partial Bidders for the assets subject to the relevant Partial Bid(s), in lieu of seeking to acquire such Purchased Assets and/or Other Assets by means of the Stalking Horse Bid or another Qualified Full Bid; and (b) if successful with its Overbids for such assets, replace the Winning Partial Bidder(s) as the proponent of the relevant Winning Partial Bids or Aggregate Winning Partial Bid as to such assets. In the event that the Stalking Horse Purchaser or another bidder so elects, and as long as the Stalking Horse Purchaser or another bidder so bids, the Winning Partial Bidders must continue to present qualified Winning Partial Bids (i.e., bids as to which the aggregate of all still pending Winning Partial Bids is greater than or equal to the then Prevailing Highest Bid) for the Purchased Assets and/or the Other Assets in each round to continue to bid as Winning Partial Bidders in the Full Bid Auction. In addition, the Debtors may elect, in their discretion, after consultation with the Consultation Parties, to allow Partial Bidders to bid for all or substantially all the Purchased Assets and/or the Other Assets, or to allow proponents of Full Bids to bid for less than all or substantially all of the Purchased Assets and/or the Other Assets in any given round of the Auction, provided that in any given round there is a Full Bid or an Aggregate Partial Bid that is superior to Prevailing Highest Bid that is then subject to acceptance by the Debtors and binding on the Stalking Horse Purchaser or another Qualified Bidder. In all events, (i) any such Overbid shall continue to comply with all of the requirements for Qualified Bids set forth in Section C of these Bidding Procedures; and (ii) the bidder submitting such a modified Qualified Bid or Qualified Partial Bid shall furnish to the Debtors and the Consultation Parties, within twenty-four (24) hours of the conclusion of the Auction, a revised Purchase Agreement and Marked Agreement showing all amendments and modifications to the Stalking Horse APA and the Sale Order.

I. Selection of Successful Bid

Prior to the conclusion of the Auction, the Debtors, in consultation with their advisors and the Consultation Parties, will review and evaluate each Qualified Bid in accordance with the procedures set forth herein and determine which offer or offers are the highest or otherwise best from among the Qualified Bidders submitted at the Auction (one or more such bids, collectively the "Successful Bid" and the bidder(s) making such bid, collectively, the "Successful Bidder"), and communicate to the Qualified Bidders the identity of the Successful Bidder and the details of the Successful Bid. The Successful Bid may consist of a single Qualified Bid or multiple bids.

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The determination of the Successful Bid by the Debtors at the conclusion of the Auction shall be subject to approval by the Court.

If selected, at the conclusion of the Partial Bid Auction, as the Winning Partial Bidder or the Back-Up Bidder, then such party or parties, prior to the Full Bid Auction, shall increase its Good Faith Deposit in the amount set forth in above in paragraph 30, subsection (o), or as determined by the Seller in consultation with the Consultation Parties; provided, however, if a party or parties are bidding on all four APA Facilities, the deposit will be no less than $30,000,000. If selected as the Successful Bidder or the Back-Up Bidder at the conclusion of the Full Bid Auction, each of the Successful Bidder and the Back-Up Bidder shall, within forty-eight (48) hours, increase its Good Faith Deposit to the sum of five percent (5%) of the Successful Bid or Back-Up Bid, as applicable. If the Successful Bidder fails to increase the Good Faith Deposit within forty-eight (48) hours of the Auction conclusion date (the "Final Deposit"), then (1) the Successful Bidder forfeits its Good Faith Deposit, and (2) the Successful Bid is nullified (i.e., the Back-Up Bidder becomes the Successful Bidder in the amount of its last bid).

Unless otherwise agreed to by the Debtors and the Successful Bidder, within two (2) business days after the conclusion of the Auction, the Successful Bidder shall complete and execute all agreements, contracts, instruments, and other documents evidencing and containing the terms and conditions upon which the Successful Bid was made. Within twenty-four (24) hours following the conclusion of the Full Bid Auction, and within forty-eight (48) hours following the conclusion of the Partial Bid Auction, the Debtors shall file a notice identifying the Successful Bidder(s) and Back-Up Bidders with the Court and shall serve such notice by fax, email, or if neither is available, by overnight mail to all counterparties whose contracts are to be assumed and assigned.

The Debtors will sell the Purchased Assets and (to the extent included in an Overbid) the Other Assets to the Successful Bidder pursuant to the terms of the Successful Bid upon the approval of such Successful Bid by the Court at the Sale Hearing and satisfaction of any other closing conditions set forth in the Successful Bidder's Purchase Agreement.

J. Return of Deposits

All deposits shall be returned to each bidder not selected by the Debtors as the Successful Bidder or the Back-Up Bidder no later than five (5) business days following the conclusion of the Auction.

K. Back-Up Bidder

If an Auction is conducted (whether it be a Full Bid Auction or a Partial Bid Auction), the Qualified Bidder or Qualified Bidders (including the Stalking Horse Purchaser, subject to Section II H.(b) hereof) with the next highest or otherwise best Qualified Bid, as determined by the Debtors in the exercise of their business judgment, at the Auction shall be required to serve as a back-up bidder (the "Back-Up Bidder") and keep such bid open (whether it be a Partial Bid or Full Bid) and irrevocable for thirty (30) business days after the entry of the Sale Order (the "Thirty Day Period"). If during the Thirty-Day Period, the Successful Bidder fails to consummate the approved sale because of a breach or failure to perform on the part of such Successful Bidder, the Back-Up Bidder will be deemed to be the new Successful Bidder, and the Debtors will be authorized, but not required, to consummate the sale with the Back-Up Bidder without further order of the Court provided that the Back-Up Bidder shall thereafter keep such bid

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open and irrevocable in accordance with the terms of the Back-Up Bidder APA; provided further, however, that if the Back-Up Bidder is the Stalking Horse Purchaser, the Debtors will be authorized and required to consummate the sale to the Stalking Horse Purchaser in accordance with the terms of the Stalking Horse APA, as such terms may (at the discretion of the Stalking Horse Purchaser) have been modified as a result of the Full Bid Auction or the Partial Bid Auction.

If, after the Thirty-Day Period, the Successful Bidder has failed to consummate the approved sale, the Back-Up Bidder (including the Stalking Horse Purchaser if it has been designated the Back-Up Bidder) may elect, in its discretion, to remain as the Back-Up Bidder until (a) the sale closes, (b) the Successful Bidder defaults, or (c) the Back-Up Bidder elects to terminate its participation as Back-Up Bidder. For the avoidance of doubt, after the Thirty-Day Period, if the Successful Bidder fails to consummate the approved sale because of a breach or failure to perform on the part of such Successful Bidder, the Back-Up Bidder will not be contractually obligated to be the Back-Up Bidder, and will have the option to either (i) be entitled to terminate its Back-Up Bidder APA and the return of its deposit, or (ii) remain as the Back-up Bidder, in which event, there will be no reopening of the auction.

L. Break-Up Fee

In recognition of this expenditure of time, energy, and resources, the Debtors have agreed that if the Stalking Horse Purchaser is not the Successful Bidder as to the Assets, the Debtors will pay the Stalking Horse Purchaser at closing of the sale of the Assets an amount in cash equal to three percent (3.25%) of the Cash Consideration ($19,825,000.00) plus reimbursement of reasonably documented reasonable costs and expenses in an amount not to exceed $2,000,000.00. The Break-Up Fee shall be payable at closing of the sale from the sale proceeds.

If the Stalking Horse APA is terminated because the Stalking Horse Purchaser is not selected as the Successful Bidder or the Back-Up Bidder at Auction (or the Stalking Horse Purchaser is selected as the Back-Up Bidder but the sale of the Assets is consummated and closed with another entity), the Debtors shall pay to the Stalking Horse Purchaser the Break-Up Fee by wire transfer of immediately available funds immediately, and contemporaneous with, the closing of the sale of the Assets from the first cash proceeds thereof. The Break-Up Fee shall constitute an administrative expense claim with priority under Section 507(a) of the Bankruptcy Code in favor of the Stalking Horse Purchaser.

III. Sale Hearing

The Debtors will seek entry of the Sale Order from the Court at the Sale Hearing to begin at **10:00 a.m. Pacific Time on April 17, 2019** (or at another date and time convenient to the Court) to approve and authorize the sale transaction to the Successful Bidder(s) on terms and conditions determined in accordance with the Bidding Procedures.

At the Sale Hearing, the Debtors will seek Court approval of the Sale to the Successful Bidder, (or, in the event the Successful Bidder fails to close, the Back-Up Bidder), free and clear of all liens, claims, interests, and encumbrances pursuant to § 363 of the Bankruptcy Code, with all liens, claims, interests, and encumbrances to attach to the sale proceeds with the same validity and in the same order of priority as they attached to the Purchased Assets (and to the extent included in the Successful Bid, the Other Assets prior to the Sale), including the assumption by

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the Debtors and assignment to the Successful Bidder of the Assumed Executory Contracts and Leases pursuant to Section 365 of the Bankruptcy Code. The Debtors will submit and present additional evidence, as necessary, at the Sale Hearing demonstrating that the Sale is fair, reasonable, and in the best interest of the Debtors' estates and all interested parties, and satisfies the standards necessary to approve a sale of the Purchased Assets and/or the Other Assets.

IV. Reservation

The Debtors reserve the right, as they may determine in their discretion and in accordance with their business judgment to be in the best interest of their estates, in consultation with their professionals and the Consultation Parties to: (i) modify the Bidding Procedures to discontinue incremental bidding and then require that any and all bidders or potential purchasers must submit their sealed, highest and best offer for the Purchased Assets and/or Other Assets; (ii) determine which Qualified Bid is the highest or otherwise best bid and which is the next highest or otherwise best bid; (iii) waive terms and conditions set forth herein with respect to all Potential Bidders; (iv) impose additional terms and conditions with respect to all Potential Bidders; (v) extend the deadlines set forth herein; (vi) continue or cancel the Auction and/or Sale Hearing in open court without further notice; and (vii) implement additional procedural rules that the Debtors determine, in their reasonable business judgment and in consultation with the Consultation Parties will better promote the goals of the bidding process; provided that such modifications are disclosed to each Qualified Bidder participating in the Auction; provided, however, and notwithstanding the foregoing, these Bid Procedures shall not be modified so as to alter, extinguish or modify any rights or interests of the Stalking Horse Purchaser expressly set forth herein or in the Stalking Horse APA.

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Exhibit 2

(Significant Dates)

• **Service of Notice of Sale Hearing:**	March 1, 2019
• **Service of Assumption/Cure Notice:**	March 5, 2019
• **Assumption/Cure Objection Deadline:**	March 22, 2019 at 4:00 p.m. (Pacific Time)
• **Partial Bid Deadline:**	March 28, 2019 at 4:00 p.m. (Pacific Time)
• **Full Bid Deadline:**	April 3, 2019 at 4:00 p.m. (Pacific Time)
• **Partial Bid Auction:**	April 8, 2019 at 10:00 a.m. (Pacific Time)
• **Full Bid Auction:**	April 9, 2019 at 10:00 a.m. (Pacific Time)
• **Notice of Results of Auction & Memorandum**	April 10, 2019 at 10:00 a.m. (Pacific Time)
• **Service of Notice of Contracts/Leases to be Assumed and Assigned:**	April 11, 2019 at 10:00 a.m. (Pacific Time)
• **Sale Objection Deadline:**	April 12, 2019 at 4:00 p.m. (Pacific Time)
• **Assumption and Assignment Objection Deadline:**	April 12, 2019 at 4:00 p.m. (Pacific Time)
• **Reply Deadline:**	April 15, 2019 at 4:00 p.m. (Pacific Time)
• **Sale Hearing:**	April 17, 2019 at 10:00 a.m. (Pacific Time)

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Exhibit 3

(Procedures Notice)

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

In re VERITY HEALTH SYSTEM OF CALIFORNIA, INC., *et al.*, Debtors and Debtors In Possession.	Lead Case No. 2:18-bk-20151-ER Jointly Administered With: Case No. 2:18-bk-20162-ER Case No. 2:18-bk-20163-ER Case No. 2:18-bk-20164-ER Case No. 2:18-bk-20165-ER Case No. 2:18-bk-20167-ER Case No. 2:18-bk-20168-ER Case No. 2:18-bk-20169-ER Case No. 2:18-bk-20171-ER Case No. 2:18-bk-20172-ER Case No. 2:18-bk-20173-ER Case No. 2:18-bk-20175-ER Case No. 2:18-bk-20176-ER Case No. 2:18-bk-20178-ER Case No. 2:18-bk-20179-ER Case No. 2:18-bk-20180-ER Case No. 2:18-bk-20181-ER
☒ Affects All Debtors ☐ Affects Verity Health System of California, Inc. ☐ Affects O'Connor Hospital ☐ Affects Saint Louise Regional Hospital ☐ Affects St. Francis Medical Center ☐ Affects St. Vincent Medical Center ☐ Affects Seton Medical Center ☐ Affects O'Connor Hospital Foundation ☐ Affects Saint Louise Regional Hospital Foundation ☐ Affects St. Francis Medical Center of Lynwood Foundation ☐ Affects St. Vincent Foundation ☐ Affects St. Vincent Dialysis Center, Inc. ☐ Affects Seton Medical Center Foundation ☐ Affects Verity Business Services ☐ Affects Verity Medical Foundation ☐ Affects Verity Holdings, LLC ☐ Affects De Paul Ventures, LLC ☐ Affects De Paul Ventures - San Jose Dialysis, LLC Debtors and Debtors In Possession.	

NOTICE OF SALE PROCEDURES,
AUCTION DATE, AND SALE HEARING

PLEASE TAKE NOTICE that on January 17, 2019, the above-captioned debtors and debtors in possession (the "Debtors") filed the *Debtors' Notice of Motion and Motion for the Entry of (I) an Order (1) Approving Form of Asset Purchase Agreement for Stalking Horse Bidder and for Prospective Overbidders, (2) Approving Auction Sale Format, Bidding Procedures and Stalking Horse Bid Protections, (3) Approving Form of Notice to be Provided to Interested Parties, (4) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest Bidder, and (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; and (II) an Order (A) Authorizing the Sale of Property Free*

and Clear of All Claims, Liens and Encumbrances (the "Motion").[7] The Debtors seek, among other things, to sell all assets of St. Francis Medical Center, St. Vincent Medical Center, St. Vincent Dialysis Center, Inc., Seton Medical Center and Seton Medical Center Coastside (the "Assets") to the successful bidder(s) (the "Successful Bidder"), at an auction free and clear of all liens, claims, encumbrances and other interests pursuant to Sections 363 and 365 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that, on [DATE], the Bankruptcy Court entered an order (the "Bidding Procedures Order") approving the Motion and the bidding procedures (the "Bidding Procedures"), which set the key dates and times related to the Sale of the Assets. All interested bidders should carefully read the Bidding Procedures Order and the Bidding Procedures. To the extent that there are any inconsistencies between the Bidding Procedures Order (including the Bidding Procedures) and the summary description of its terms and conditions contained in this Notice, the terms of the Bidding Procedures Order shall control.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Bidding Procedures, a partial bid auction (the "Partial Bid Auction") to sell the Assets will be conducted on **April 8, 2019, at 10:00 a.m. (prevailing Pacific Time)** at the offices of Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, California 90017, or at such other location as shall be identified in a notice filed with the Bankruptcy Court at least 24 hours before the Partial Bid Auction. Within forty-eight (48) hours of the conclusion of the Partial Bid Auction, the Debtors shall file a notice with the Bankruptcy Court identifying the Successful Bidder.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Bidding Procedures, a fill bid auction (the "Full Bid Auction") to sell the Assets will be conducted on **April 9, 2019 at 10:00 a.m. (prevailing Pacific Time)** at the offices of Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, California 90017, or at such other location as shall be identified in a notice filed with the Bankruptcy Court at least 24 hours before the Full Bid Auction. Within twenty-four (24) hours of the conclusion of the Full Bid Auction, the Debtors shall file a notice with the Bankruptcy Court identifying the Successful Bidder.

PLEASE TAKE FURTHER NOTICE that a hearing will be held to approve the sale of the Assets to the Successful Bidder (the "Sale Hearing") before the Honorable Ernest Robles, United States Bankruptcy Judge, United States Bankruptcy Court for the Central District of California, 255 E. Temple St., Los Angeles, California 90012 , Courtroom 1568, on **April 17, 2019 at 10:00 a.m. (prevailing Pacific Time)**, or at such time thereafter as counsel may be heard or at such other time as the Bankruptcy Court may determine. The Sale Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing. Objections to the Sale shall be filed with the Bankruptcy Court and served **so as to be received no later than 4:00 p.m. (prevailing Pacific Time) on April 12, 2019** by: (i) counsel to the Debtors: Dentons US LLP, 601 S. Figueroa Street, Suite 2500, Los Angeles, CA 90017 (Attn: Tania M. Moyron (tania.moyron@dentons.com)); (ii) the Debtors' Investment Banker: Cain Brothers, a division of KeyBanc Capital Markets, 1 California Street, Suite 2400, San Francisco, CA 94111 (Attn: James Moloney (jmoloney@cainbrothers.com)); (iii) counsel to the Official Committee: Milbank, Tweed, Hadley & McCloy LLP, 2029 Century Park East, 33rd Floor, Los

[7] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

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Angeles, CA 90067 (Attn: Gregory A. Bray (gbray@milbank.com); (iv) counsel to the Master Trustee and Series 2005 Bond Trustee: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, MA 02111 (Attn: Daniel S. Bleck and Paul Ricotta (dsbleck@mintz.com, pricotta@mintz.com)); (v) counsel to the Series 2015 and Series 2017 Notes Trustee: Maslon, LLP, 3300 Wells Fargo Center, 90 South Seventh Street, Minneapolis, MN 55402 (Attn: Clark Whitmore (clark.whitmore@maslon.com) (collectively, the "Notice Parties"); (vi) counsel to the Stalking Horse Purchaser: Levene, Neale, Bender, Yoo & Brill L.L.P., 10250 Constellation Blvd., Suite 1700, Los Angeles, CA 90067 (Attn: Gary E. Klausner, Esq. (GEK@lnbyb.com); and (vii) the Office of the United States Trustee (the "U.S. Trustee"): 915 Wilshire Blvd., Suite 1850, Los Angeles, California 90017 (Attn: Hatty Yip (Hatty.Yip@usdoj.gov)).

PLEASE TAKE FURTHER NOTICE that this Notice of the Auction and Sale Hearing is subject to the full terms and conditions of the Motion, Bidding Procedures Order and Bidding Procedures, which Bidding Procedures Order shall control in the event of any conflict, and the Debtors encourage parties in interest to review such documents in their entirety. Any party that has not received a copy of the Motion or the Bidding Procedures Order that wishes to obtain a copy of the Motion, the Bidding Procedures Order (including all exhibits thereto), the Bidding Procedures, and the Stalking Horse APA, may make such a request in writing to Dentons US LLP, Attn: Samuel R. Maizel, 601South Figueroa Street, Suite 2500, Los Angeles, CA 90017 or by emailing samuel.maizel@dentons.com or by calling (213) 892-2910.

Dated: _ __, 2019

DENTONS US LLP
SAMUEL R. MAIZEL
TANIA M. MOYRON

By:_____

Attorneys for the Chapter 11 Debtors and Debtors In Possession

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Exhibit 4

(Cure Notice)

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

In re VERITY HEALTH SYSTEM OF CALIFORNIA, INC., *et al.*, Debtors and Debtors In Possession.	Lead Case No. 2:18-bk-20151-ER Jointly Administered With: Case No. 2:18-bk-20162-ER Case No. 2:18-bk-20163-ER Case No. 2:18-bk-20164-ER Case No. 2:18-bk-20165-ER Case No. 2:18-bk-20167-ER Case No. 2:18-bk-20168-ER Case No. 2:18-bk-20169-ER Case No. 2:18-bk-20171-ER Case No. 2:18-bk-20172-ER Case No. 2:18-bk-20173-ER Case No. 2:18-bk-20175-ER Case No. 2:18-bk-20176-ER Case No. 2:18-bk-20178-ER Case No. 2:18-bk-20179-ER Case No. 2:18-bk-20180-ER Case No. 2:18-bk-20181-ER
☒ Affects All Debtors ☐ Affects Verity Health System of California, Inc. ☐ Affects O'Connor Hospital ☐ Affects Saint Louise Regional Hospital ☐ Affects St. Francis Medical Center ☐ Affects St. Vincent Medical Center ☐ Affects Seton Medical Center ☐ Affects O'Connor Hospital Foundation ☐ Affects Saint Louise Regional Hospital Foundation ☐ Affects St. Francis Medical Center of Lynwood Foundation ☐ Affects St. Vincent Foundation ☐ Affects St. Vincent Dialysis Center, Inc. ☐ Affects Seton Medical Center Foundation ☐ Affects Verity Business Services ☐ Affects Verity Medical Foundation ☐ Affects Verity Holdings, LLC ☐ Affects De Paul Ventures, LLC ☐ Affects De Paul Ventures - San Jose Dialysis, LLC Debtors and Debtors In Possession.	

NOTICE TO COUNTERPARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES OF THE DEBTORS THAT MAY BE ASSUMED AND ASSIGNED

PLEASE TAKE NOTICE that on January 17, 2019, the above-captioned debtors and debtors in possession (the "Debtors") filed the *Debtors' Notice of Motion and Motion for the Entry of (I) an Order (1) Approving Form of Asset Purchase Agreement for Stalking Horse Bidder and for Prospective Overbidders, (2) Approving Auction Sale Format, Bidding Procedures and Stalking Horse Bid Protections, (3) Approving Form of Notice to be Provided to Interested Parties, (4) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest Bidder, and (5) Approving Procedures Related to the Assumption of Certain Executory*

Contracts and Unexpired Leases; and (II) an Order (A) Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances (the "Motion").[8]

PLEASE TAKE FURTHER NOTICE that, on [DATE], the Court entered an Order (the "Bidding Procedures Order") approving, among other things, the Bidding Procedures requested in the Motion, which Bidding Procedures Order governs (i) the bidding process for the sale of certain assets (the "Assets") of the Debtors and (ii) procedures for the assumption and assignment of certain of the Debtors' executory contracts and unexpired leases.

PLEASE TAKE FURTHER NOTICE that the Motion also seeks Court approval of the sale (the "Sale") of the Assets to the Successful Bidder(s), free and clear of all liens, claims, interests and encumbrances pursuant to Section 363 of the Bankruptcy Code, including the assumption by the Debtors and assignment to the buyer(s) of certain executory contracts and unexpired leases pursuant to Section 365 of the Bankruptcy Code (the "Executory Contracts Subject to Assumption"), with such liens, claims, interests and encumbrances to attach to the proceeds of the Sale with the same priority, validity and enforceability as they had prior to such Sale. Within forty eight (48) hours following the conclusion of the Auction, the Debtors shall file a notice identifying the Successful Bidder(s) with the Bankruptcy Court and serve such notice by fax, email or overnight mail to all counterparties whose contracts are to be assumed and assigned. Any counterparty to an Executory Contracts Subject to Assumption that wishes to receive such notice by email or fax, must provide their email address or fax number to Dentons US LLP, Attn: Samuel R. Maizel by emailing samuel.maizel@dentons.com or calling (213) 892-2910 before the Auction.

PLEASE TAKE FURTHER NOTICE that an evidentiary hearing (the "Sale Hearing") to approve the Sale and authorize the assumption and assignment of the Assumed Executory Contracts will be held on **April 17, 2019 at 10:00 a.m. (prevailing Pacific Time)**, before the United States Bankruptcy Court for the Central District of California, 255 E. Temple St., Los Angeles, California 90012 , Courtroom 1568. The Sale Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing.

PLEASE TAKE FURTHER NOTICE that, consistent with the Bidding Procedures Order, the Debtors may seek to assume an executory contract or unexpired lease to which you may be a party. The Executory Contracts Subject to Assumption are described on Exhibit A attached to this Notice. The amount shown on Exhibit A hereto as the "Cure Amount" is the amount, if any, which the Debtors assert is owed to cure any defaults existing under the Assumed Executory Contract.

PLEASE TAKE FURTHER NOTICE that if you disagree with the Cure Amount shown for the Executory Contract(s) Subject to Assumption on Exhibit A to which you are a party, you must file in writing with the United States Bankruptcy Court for the Central District of California, 255 E. Temple St., Los Angeles, California 90012, an objection on or before **March 22, 2019 at 4:00 p.m. (prevailing Pacific Time)**. Any objection must set forth the specific default or defaults alleged and set forth any cure amount as alleged by you. If a contract or lease is assumed and assigned pursuant to a Court order approving same, then unless you properly file

[8] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

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and serve an objection to the Cure Amount contained in this Notice, you will receive at the time of the closing of the sale (or as soon as reasonably practicable thereafter), the Cure Amount set forth herein, if any. Any counterparty to an Executory Contract Subject to Assumption that fails to timely file and serve an objection to the Cure Amounts shall be forever barred from asserting that a Cure Amount is owed in an amount in excess of the amount, if any, set forth in the attached Exhibit A.

PLEASE TAKE FURTHER NOTICE that if you have any other objection to the Debtors' assumption and assignment of the Executory Contract Subject to Assumption (including an objection based on adequate assurance of future performance by the Stalking Horse Purchaser[9] under the Assumed Executory Contract) to which you may be a party, you also must file that objection in writing no later **than 4:00 p.m. (prevailing Pacific Time) on April 12, 2019** provided, however, that if any Successful Bidder is not the Stalking Horse Purchaser, any counterparty to an Executory Contract Subject to Assumption may raise an objection to the assumption and assignment of the Executory Contracts Subject to Assumption solely with respect to such Successful Bidder's ability to provide adequate assurance of future performance under the Assumed Executory Contract at the Sale Hearing, or any time before the Sale Hearing.

PLEASE TAKE FURTHER NOTICE that any objection you may file must be served so as to be received by the following parties by the applicable objection deadline date and time: (i) counsel to the Debtors: Dentons US LLP, 601 S. Figueroa Street, Suite 2500, Los Angeles, CA 90017 (Attn: Tania M. Moyron (tania.moyron@dentons.com)); (ii) the Debtors' Investment Banker: Cain Brothers, a division of KeyBanc Capital Markets, 1 California Street, Suite 2400, San Francisco, CA 94111 (Attn: James Moloney (jmoloney@cainbrothers.com)); (iii) counsel to the Official Committee: Milbank, Tweed, Hadley & McCloy LLP, 2029 Century Park East, 33rd Floor, Los Angeles, CA 90067 (Attn: Gregory A. Bray (gbray@milbank.com); (iv) counsel to the Master Trustee and Series 2005 Bond Trustee: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, MA 02111 (Attn: Daniel S. Bleck and Paul Ricotta (dsbleck@mintz.com, pricotta@mintz.com)); (v) counsel to the Series 2015 and Series 2017 Notes Trustee: Maslon, LLP, 3300 Wells Fargo Center, 90 South Seventh Street, Minneapolis, MN 55402 (Attn: Clark Whitmore (clark.whitmore@maslon.com) (collectively, the "Notice Parties"); (vi) counsel to the Stalking Horse Purchaser: Levene, Neale, Bender, Yoo & Brill L.L.P., 10250 Constellation Blvd., Suite 1700, Los Angeles, CA 90067 (Attn: Gary E. Klausner, Esq. (GEK@lnbyb.com); and (vii) the Office of the United States Trustee (the "U.S. Trustee"): 915 Wilshire Blvd., Suite 1850, Los Angeles, California 90017 (Attn: Hatty Yip (Hatty.Yip@usdoj.gov)).

PLEASE TAKE FURTHER NOTICE that the Successful Bidder shall be responsible for satisfying any requirements regarding adequate assurance of future performance that may be imposed under §§ 365(b) and (f) of the Bankruptcy Code, 11 U.S.C. § 101, *et seq.*, in connection with the proposed assignment of any Assumed Executory Contract. The Court shall make its determinations concerning adequate assurance of future performance under the Assumed Executory Contracts pursuant to 11 U.S.C. §§ 365(b) and (f) at the Sale Hearing.

PLEASE TAKE FURTHER NOTICE that Assumption Objections may be resolved by the Court at the Sale Hearing, or at a separate hearing either before or after the Sale Hearing.

[9] The Stalking Horse Purchaser is Strategic Global Management, Inc.

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PLEASE TAKE FURTHER NOTICE that, except to the extent otherwise provided in the Purchase Agreement with the Successful Bidder(s), pursuant to § 365(k) of the Bankruptcy Code, the Debtors and their estates shall be relieved of all liability accruing or arising after the effective date of assumption and assignment of the Assumed Executory Contracts.

PLEASE TAKE FURTHER NOTICE that nothing contained herein shall obligate the Debtors to assume any Assumed Executory Contracts or to pay any Cure Amount.[10]

PLEASE TAKE FURTHER NOTICE THAT IF YOU DO NOT TIMELY FILE AND SERVE AN OBJECTION AS STATED ABOVE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITH NO FURTHER NOTICE.

ANY COUNTERPARTY TO ANY ASSUMED EXECUTORY CONTRACT WHO DOES NOT FILE A TIMELY OBJECTION TO THE CURE AMOUNT FOR SUCH ASSUMED EXECUTORY CONTRACT IS DEEMED TO HAVE CONSENTED TO SUCH CURE AMOUNT.

Dated: ___, 2019

DENTONS US LLP
SAMUEL R. MAIZEL
TANIA M. MOYRON

By:_____

Attorneys for the Chapter 11 Debtors and Debtors In Possession

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[10] "Executory Contracts Subject to Assumption" are those Contracts and Leases that the Debtors believe may be assumed and assigned as part of the orderly transfer of the Assets; however, the Successful Bidder may choose to exclude certain of the Debtors' Contracts or Leases from the list of Assumed Executory Contracts as part of their Qualifying Bid, causing such Contracts and Leases not to be assumed by the Debtors.

Exhibit A

(Assumed Executory Contracts)

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Title 11, California Code of Regulations, § 999.5(d)(1)(B)

Exhibit 6

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UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

In re VERITY HEALTH SYSTEM OF CALIFORNIA, INC., *et al.*, Debtors and Debtors In Possession.	Lead Case No. 2:18-bk-20151-ER Jointly Administered With: Case No. 2:18-bk-20162-ER Case No. 2:18-bk-20163-ER Case No. 2:18-bk-20164-ER Case No. 2:18-bk-20165-ER Case No. 2:18-bk-20167-ER Case No. 2:18-bk-20168-ER Case No. 2:18-bk-20169-ER Case No. 2:18-bk-20171-ER Case No. 2:18-bk-20172-ER Case No. 2:18-bk-20173-ER Case No. 2:18-bk-20175-ER Case No. 2:18-bk-20176-ER Case No. 2:18-bk-20178-ER Case No. 2:18-bk-20179-ER Case No. 2:18-bk-20180-ER Case No. 2:18-bk-20181-ER Hon. Judge Ernest M. Robles
☒ Affects All Debtors ☐ Affects Verity Health System of California, Inc. ☐ Affects O'Connor Hospital ☐ Affects Saint Louise Regional Hospital ☐ Affects St. Francis Medical Center ☐ Affects St. Vincent Medical Center ☐ Affects Seton Medical Center ☐ Affects O'Connor Hospital Foundation ☐ Affects Saint Louise Regional Hospital Foundation ☐ Affects St. Francis Medical Center of Lynwood Foundation ☐ Affects St. Vincent Foundation ☐ Affects St. Vincent Dialysis Center, Inc. ☐ Affects Seton Medical Center Foundation ☐ Affects Verity Business Services ☐ Affects Verity Medical Foundation ☐ Affects Verity Holdings, LLC ☐ Affects De Paul Ventures, LLC ☐ Affects De Paul Ventures - San Jose ASC, LLC Debtors and Debtors In Possession.	**DEBTORS' MEMORANDUM IN SUPPORT OF ENTRY OF AN ORDER: (A) AUTHORIZING THE SALE OF PROPERTY FREE AND CLEAR OF ALL CLAIMS, LIENS AND ENCUMBRANCES; (B) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF DESIGNATED EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (C) GRANTING RELATED RELIEF** Hearing: Date: April 17, 2019 Time: 10:00 am Location: Courtroom 1568 255 E. Temple St., Los Angeles, CA

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MEMORANDUM

Verity Health System of California, Inc. ("VHS") and the above-referenced affiliated debtors, the debtors and debtors in possession in the above-captioned chapter 11 bankruptcy case (collectively, the "Debtors"), hereby file this Memorandum in support of the entry of an order of the Court (the "Sale Order") approving the sale of four of the Debtors' hospitals (collectively, the "Hospitals") and related assets (the "Assets"), including, St. Francis Medical Center, a California nonprofit public benefit corporation ("St. Francis Medical Center"), St. Vincent Medical Center, a California nonprofit public benefit corporation ("St. Vincent Medical Center"), St. Vincent Dialysis Center, Inc., a California nonprofit public benefit corporation ("St. Vincent Dialysis Center"), and Seton Medical Center, a California nonprofit public benefit corporation ("Seton Medical Center"), to Strategic Global Management, Inc., a California corporation ("SGM" or the "Stalking Horse Purchaser"), in accordance with the terms of the Asset Purchase Agreement ("APA"), attached as Exhibit "A" to the Sale and Bidding Procedures Motion (as defined below). In connection therewith, the Debtors also seek the Court's approval of the Debtors' assumption and assignment to SGM of those unexpired leases and executory contracts that SGM wishes to assume and have assigned to it (defined in the APA as the "Assumed Contracts"). For all of the reasons set forth herein and those in the Sale and Bidding Procedures Motion, the Debtors respectfully request that the Court enter the Sale Order.

I. STATEMENT OF FACTS

A. General Background And The Bid Procedures Order.

1. On August 31, 2018, the Debtors each filed a voluntary petition for relief under chapter 11 of title 11 of the Bankruptcy Code (the "Petition Date").[1] Since the commencement of their cases, the Debtors have been operating their businesses as debtors in possession pursuant to §§ 1107 and 1108.

2. On January 17, 2019, the Debtors filed the *Notice Of Motion And Motion For The Entry Of (I) An Order (1) Approving Form Of Asset Purchase Agreement For Stalking Horse*

[1] All references to § herein are to sections of the Bankruptcy Code, 11 U.S.C. §§ 101-1532; all references to "Bankruptcy Rules" are to provisions of the Federal Rules of Bankruptcy Procedure.

Bidder And For Prospective Overbidders To Use, (2) Approving Auction Sale Format, Bidding Procedures And Stalking Horse Bid Protections, (3) Approving Form Of Notice To Be Provided To Interested Parties, (4) Scheduling A Court Hearing To Consider Approval Of The Sale To The Highest Bidder And (5) Approving Procedures Related To The Assumption Of Certain Executory Contracts And Unexpired Leases; And (II) An Order (A) Authorizing The Sale Of Property Free And Clear Of All Claims, Liens And Encumbrances (the "Sale and Bidding Procedures Motion") [Docket No. 1279].

3. On February 19, 2019, the Court held a hearing on the Sale and Bidding Procedures Motion and thereafter entered an order approving the Sale and Bidding Procedures Motion (the "Bidding Procedures Order")[2] [Docket No. 1572]. SGM served as the Stalking Horse Purchaser, and the Bidding Procedures Order approved the APA, as modified therein.

4. The Bidding Procedures Order established a deadline of March 28, 2019, at 4:00 p.m. (PST), for bidders to submit partial bids for the Assets, and a deadline of April 3, 2019, at 4:00 p.m. (PST), to submit full bids for the Assets (each a "Bid Deadline"). The Partial Bid Auction was scheduled to take place on April 8, 2018, and the Full Bid Auction was scheduled to take place on April 9, 2019.

B. Marketing Efforts & Results Thereof

5. In June 2018, the Debtors engaged Cain Brothers, a division of KeyBanc Capital Markets ("Cain"), to identify potential buyers of some or all of the Verity hospitals and related assets and commenced discussions with those potential buyers. Cain prepared a Confidential Investment Memorandum and organized an online data site to share information with potential buyers and contacted over 181 strategic and financial buyers beginning in July 2018 to solicit their interest in exploring a transaction regarding the Debtors hospitals. As a result of its broad marketing process, Cain received sixteen indications of interest or other proposals, and continued to develop potential sales.

[2] Unless otherwise defined, all capitalized terms used herein shall have the meaning ascribed to them in the Bidding Procedures Order.

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6. The Debtors, in consultation with Cain and its other advisors, selected SGM's offer to serve as the stalking-horse bid to acquire the Assets through a sale under § 363. The APA was the result of extensive negotiations between the Debtors and SGM. As set forth below, under the APA, SGM submitted a stalking-horse bid to purchase the Assets for $610 million ($420 million allocated to St. Francis Medical Center, $120 million allocated to St. Vincent Medical Center and $70 million allocated to Seton Medical Center and Seton Coastside combined), plus payments of cure costs, as set forth therein.

7. Thereafter, in accordance with the bidding procedures, Cain continued to actively market the Assets. As a part of this process, Cain vigilantly monitored interest and continued to communicate with parties that had expressed interest and that Cain had identified as potential bidders, either as partial or aggregate bidders. Cain's marketing process was meant to identify and shepherd any bidders who could contribute to a competitive auction. Cain notified 90 parties that had previously sent a Non-Disclosure Agreements ("NDA") of the sale process, directly sent these parties the approved Bidding Procedures and represented Cain's availability to assist in the bidding process. Thereafter, sixteen parties who executed NDAs requested continued access to the data room containing information about the Assets. Cain continued to populate the data room it had opened with new and relevant information as it became available.

8. On the applicable Bid Deadlines, the Debtors received two partial bids and one full system bid. Thereafter, the Debtors consulted with the Consultation Parties regarding the bids received and deemed the two partial bids Qualified Full Bids (one for St. Vincent Medical Center and one for St. Francis Medical Center). There was not a full system Qualified Bid.[3] After consultation with the Consultation Parties, the Debtors determined not to conduct either a Partial Bid Auction or Full Bid Auction, as set forth in the *Notice That No Auction Shall Be Held Re Debtors' Motion and Motion for the Entry of (I) An Order (1) Approving Form of Asset Purchase*

[3] The Debtors received a letter from Prime Healthcare describing a potential partial bid for St. Francis and another letter from Prime Healthcare describing a potential full bid. In both instances, Prime expressly stated that it "recognize[d] that this bid will not be formally considered at auction" and did not include the mandatory good faith deposit, but was submitted solely "for reference, when needed when there is no credible back up bidder or all other bidders are unable to close."

Agreement for Stalking Horse Bidder and for Prospective Overbidders; (2) Approving Auction Sale Format, Bidding Procedures and Stalking Horse Bid Protections; (3) Approving Form of Notice to Be Provided to Interested Parties; (4) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest Bidder; and (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; and (II) an Order (A) Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances [Docket No. 2053] (the "No-Auction Notice").

9. Accordingly, SGM was named the Successful Bidder for the Assets under the Bidding Procedures Order. *See* Bidding Procedures Order, Exhibit "1," at 6; *see also* No-Auction Notice, at 2.

C. The Principal Terms of the SGM APA[4]

10. The primary terms of the APA are set forth below:[5]

Stalking Horse APA Provision	Summary Description
APA Parties	Verity Health System of California, Verity Holdings, LLC, St. Francis Medical Center, St. Vincent Medical Center, St. Vincent Dialysis Center and Seton Medical Center ("Sellers"). Strategic Global Management, Inc. ("Purchaser").
Consideration **APA § 1.1**	Six Hundred Ten Million Dollars ($610,000,000), which shall be allocated as follows: Four Hundred Twenty Million Dollars ($420,000,000) to St. Francis Medical Center, One Hundred Twenty Million Dollars ($120,000,000) to St. Vincent Medical Center and Seventy Million Dollars ($70,000,000) to Seton Medical Center for Seton Medical Center and Seton Coastside, plus assumption of the Assumed Liabilities, provided, that if the California Attorney General's approval does not include a requirement that Seton Hospital remain open as an acute care hospital or that Seton Coastside Hospital remain open as a skilled nursing facility, then an amount to be determined by Purchaser, in its sole discretion, of such Cash Consideration

[4] The following is a summary of the terms of the APA. In the event of any inconsistencies between the provisions of the APA and the summary set forth herein, the terms of the APA shall govern.

[5] The summary of the terms contained in this Memorandum highlights some of the material terms of the APA. This summary is qualified in its entirety by reference to the provisions of the APA. In the event of any inconsistencies between the provisions of the APA and the summary set forth herein, the terms of the APA shall govern. Unless otherwise defined in the summary set forth in the accompanying text, capitalized terms shall have the meanings ascribed to them in the APA.

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	shall be re-allocated from St. Francis to Seton; plus payment of Cure Costs associated with any Assumed Leases and/or Assumed Contracts.
QAF Adjustment **APA § 1.1(c), 1.1(d)**	At Closing, Sellers shall credit against the cash consideration, the amount by which payments received by Sellers under QAF IV and QAF V between the Signing Date and Closing exceed the sum of (i) fees paid under QAF IV and QAF V during such period plus (ii) the amount of fees which are unpaid and owing as of the Closing in respect of invoices received by Sellers prior to Closing under QAF IV and QAF V (the "Net QAF Reduction Amount"), or Purchaser shall pay Sellers (as an increase to the cash consideration) the amount by which the sum of (i) fees paid under QAF IV and QAF V between the Signing Date and Closing plus (ii) the amount of fees which are unpaid and owing as of Closing in respect of invoices received by Sellers prior to Closing under QAF IV and QAF V exceeds payments received under QAF IV and QAF V during such period (the "Net QAF Increase Amount").
Assets; Avoidance Actions **APA § 1.7**	In each case, solely to the extent used primarily in the conduct of the Business, "Assets" shall mean (a) all of the tangible personal property owned by such Seller and used by such Seller in the operation of the Hospital of such Seller, or in the case of St. Vincent Dialysis Center, the operation of its dialysis business, including equipment, furniture, fixtures, machinery, vehicles, office furnishings and leasehold improvements; (b) all of such Seller's rights, to the extent assignable or transferable, in and to all Licenses; (c) all of such Seller's right, title and interest in and to the Owned Real Property and all of such Seller's interest, to the extent assignable or transferable, in and to the Assumed Leases; (d) all of such Seller's right, title and interest in and to any and all Assumed Contracts; (e) all claims, rights, interests and proceeds with respect to amounts overpaid by such Seller to any third party health plans with respect to periods prior to the Effective Time, except with respect to any causes of action or proceeds thereof arising under Chapter 5 of the Bankruptcy Code other than with respect to Assumed Contracts and Assumed Leases; (f) all Inventory; (g) all Prepaids; (h) all operating manuals, files and computer software, including all patient records, medical records, employee records, financial records, equipment records, construction plans and specifications and medical and administrative libraries; (i) all systems, servers, computers, hardware, firmware, middleware, telecom equipment, networks, data communications lines, routers, hubs, switches and all other information technology equipment, and all associated documentation; (j) all Measure B trauma funding received after the Signing Date; (k) all Accounts Receivable; (l) all rights, claims and causes of action of such Seller arising out of the Accounts Receivable acquired by Purchase; (m) all regulatory settlements, rebates, adjustments, refunds or group appeals; (n) all casualty insurance proceeds arising in respect of casualty losses occurring after the Signing Date in connection with the ownership or operation of the Assets; (o) all surpluses arising out of any risk pools, shared savings program or accountable care organization arrangement; (p) all transferable unclaimed property of any Person in Sellers' possession as of the Closing Date; (q) all warranties in favor of the Hospitals or Sellers; (r) certain intellectual property rights, as further described in the Transition Services Agreement; (s) all goodwill; (t) all rights and interest in the telephone and facsimile numbers and uniform resource locaters; (u) all Medicare and Medi-Cal provider agreements and lockbox accounts identified

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	on Schedule 1.7(u) to the Stalking Horse APA; (v) all documents, records, correspondence, work papers and other documents, other than patient records, relating to the Accounts Receivable; (w) the Purchased Verity Holdings Assets; (x) except for the Excluded Assets, any other asset owned by the Seller; (y) all of Seton's interest in and to the PACE Obligations; and (z) all QAF V and subsequent QAF program payments received after the Closing (e.g., QAF VI and QAF VII).
Excluded Assets **APA § 1.8**	"Excluded Assets" include cash, cash equivalents and investments; all Seller Plans and the assets of all Seller Plans; all contracts and leases that are not Assumed Contracts or Assumed Leases; inventory and assets disposed of by any Seller in the ordinary course of business after the Signing Date but prior to the Effective Time; all claims, counterclaims, and causes of action of each Seller or each Seller's bankruptcy estate; (except as otherwise provided) all insurance policies and contracts and coverages obtained by any Seller or listing a Seller as insured party, a beneficiary or loss payee; all Utility Deposits; all bank accounts of each Seller (except as otherwise provided); all tax refunds of each Seller; all QAF IV and QAF V payments actually received prior to the Signing Date.
Assumed Obligations **APA § 1.9**	"Assumed Obligations" include all Assumed Contracts and Assumed Leases and all liabilities and obligations arising thereunder on and after the Effective Time, including any related Cure Costs; all liabilities and obligations arising out of or relating to any act, omission, event, or occurrence connected with the use, ownership, or operation by Purchaser of the Hospital or any of the Assets on or after the Effective Time; all unpaid real and personal property taxes that are attributable to the Assets after the Effective Time, subject to prorations; and all liabilities and obligations arising on or following the Effective Time relating to utilities being furnished to the Assets, subject to prorations and all accrued vacation and other paid time off, to the extent assumed under Section 1.1(a)(ii).
Excluded Liabilities **APA § 1.10**	Purchaser shall not assume or become responsible for any duties, obligations, or liabilities of any Seller other than the Assumed Obligations.
Assumption of Transferred Contracts and Assignment **APA § 1.11**	Not later than seven (7) days prior to the date of the Auction (i) Purchaser shall notify each Seller in writing of which Evaluated Contracts are to be assumed by such Seller and assigned to Purchaser, and (ii) Purchaser shall notify each Seller in writing signed and dated by Purchaser of which Evaluated Contracts are to be rejected by such Seller (collectively, the "Rejected Contracts"). Each Seller shall file such motions in the Bankruptcy Court and take such other actions as are reasonably necessary to ensure that final and non-appealable orders (x) assuming and assigning the respective Assumed Contracts or Assumed Leases applicable to such Seller to Purchaser are entered, and (y) rejecting the Rejected Contracts are entered. With respect to each Assumed Lease, the applicable Seller shall execute and deliver to Purchaser an Assignment and Assumption of Lease. Notwithstanding anything to the contrary set forth in this Agreement, the Rejected Contracts

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	shall constitute part of the Excluded Assets pursuant to, and as defined in, this Agreement. At Closing and pursuant to an order of the Bankruptcy Court, each Seller will assume and immediately assign to Purchaser the leases of such Seller for Leased Real Property and the Tenant Leases.
Good Faith Deposit **APA § 1.2**	Purchaser has made a good faith deposit in the amount of Thirty Million Dollars ($30,000,000.00) (the "Deposit") by wire transfers to an account designated by Sellers. The Deposit shall be non-refundable in all events, except in the event Purchaser is not the winning bidder at the Auction, in the event Purchaser terminates the Stalking Horse APA if a stay of the sale order has not been vacated on or before 180 days following issuance of such stay, or in the event Purchaser has terminated the Stalking Horse APA pursuant to Section 9.1 (other than Section 9.1(b)). Upon Closing, the Deposit will be credited against the Purchase Price.
Closing Date **APA § 1.3**	The Closing Date shall occur within ten (10) business days following the satisfaction or waiver of the conditions precedent to Closing set forth in Articles 7 and 8 of the Stalking Horse APA.
Employment Provisions **APA § 5.3**	Purchaser agrees to make offers of employment, effective as of the Effective Time, to substantially all employees (the "Hospital Employees") who, immediately prior to the Effective Time are: (i) employees of either Seller; (ii) employees of any affiliate of either Seller which employs individuals at the Hospital and are listed on Schedule 5.3; or (iii) employed by an affiliate of either Seller and are listed on Schedule 5.3. Any of the Hospital Employees who accept an offer of employment with Purchaser as of or after the Effective Time shall be referred to in this Agreement as the "Hired Employees." All employees who are Hired Employees shall cease to be employees of the applicable Seller or its affiliates as of the Effective Time.
Payment of Cure Costs **APA § 5.8**	Purchaser, upon assumption, shall pay the Cure Costs for each Assumed Contract and Assumed Lease so that each such Assumed Contract and Assumed Lease may be assumed by the applicable Seller and assigned to Purchaser in accordance with the provisions of section 365 of the Bankruptcy Code.
Break-Up Fee and Minimum Bid **APA § 6.1**	Any full overbids must be in a minimum amount of Six Hundred Ten Million Dollars ($610,000,000.00), plus Cure Costs and the Break-Up Fee, and accompanied by a deposit in the form of cash or a cashier's check in the amount of Thirty Million Dollars ($30,000,000.00). The "Break-Up Fee" shall mean a breakup fee in the amount totaling three and a half percent (3.5%) of the Cash Consideration (or $21,350,000.00) plus reimbursement of reasonably documented reasonable costs and expenses incurred by Purchaser related to its due diligence, and pursuing, negotiating, and documenting the transactions contemplated by this Agreement in an amount not to exceed $2,000,000.00; provided, however, that in the event that the Purchaser is successful in acquiring some but not all of the Assets,

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	the Break-Up Fee shall be reduced pro rata to the percentage of Assets actually purchased by the Purchaser, based on the allocation of the Purchase Price as described in Section 1.1(a)(i) of the Stalking Horse APA. The Break-Up Fee will be subject to Bankruptcy Court approval and shall be deemed to be an allowed expense of the kind specified in § 503(b) of the Bankruptcy Code to be paid solely from the proceeds of an alternate transaction, pursuant to the Sale Order. Purchaser shall be allowed to credit bid the Break-Up Fee in any overbids that Purchaser may elect to make with respect to the Assets.
Requested Findings as to Good Faith, **APA § 6.1**	Each Seller agrees to proceed in good faith to obtain Bankruptcy Court approval of the sale contemplated herein with a determination that Purchaser is a good faith purchaser pursuant to § 363(m) and to file such declarations and other evidence as may be required to support a finding of good faith.
Buyer's Termination Rights **APA § 9.1**	The Stalking Horse APA may be terminated by Purchaser if it is not satisfied with either (i) the results of its due diligence examination of the Hospitals, or (ii) the contents of any schedule or exhibit that was not completed and attached to the Stalking Horse APA, but which has been provided to Purchaser after the Signing Date, and Purchaser has notified Seller of its election to terminate the Agreement under Section 9.1(c) on or prior to January 8, 2019 [which period has expired], by Purchaser if a material breach of the Agreement has been committed by Sellers and such breach has not been (i) waived in writing by Purchaser or (ii) cured by Sellers to the reasonable satisfaction of Purchaser within fifteen (15) business days after service by Purchaser and by Purchaser or Sellers or if the Closing has not occurred on or before December 31, 2019. The Stalking Horse APA may also be terminated by Purchaser if satisfaction of any condition in Article 8 has not occurred by December 31, 2019 or becomes impossible and Purchaser has not waived such condition in writing. The Stalking Horse APA may also be terminated by Purchaser if the Bankruptcy Court enters an order dismissing the Bankruptcy Case or fails to approve the sale of the Assets to Purchaser.

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Record Retention **APA § 10.2**	From the Closing Date until seven (7) years after the Closing Date or such longer period as required by law (the "Document Retention Period"), Purchaser shall keep and preserve all medical records, patient records, medical staff records and other books and records which are among the Assets as of the Effective Time, but excluding any records which are among the Excluded Assets. After the expiration of the Document Retention Period, if Purchaser intends to destroy or otherwise dispose of any of the documents, Purchaser shall provide written notice to Sellers of Purchaser's intention no later than forty-five (45) calendar days prior to the date of such intended destruction or disposal.
Limitation on Liability **APA § 11.1**	If Purchaser commits any material default under the APA, Sellers shall have the right to sue for damages; provided, however that the amount of such damages shall never exceed $60,000,000.00. For the avoidance of doubt, Sellers shall have no right to sue for specific performance under the APA.

D. Notices & Objections Related to Cure Amounts

11. On March 5, 2019, the Debtors filed the *Notice To Counterparties To Executory Contracts And Unexpired Leases Of The Debtors That May Be Assumed And Assigned* listing all of the known executory contracts and unexpired leases and related cure amounts (the "Cure Notice") [Docket No. 1704]. A supplement to the Cure Notice (adding and removing some agreements and revising Cure Amounts) was later filed on March 18, 2019 [Docket No. 1836].

12. On March 18, 2019, the Debtors filed their *Supplemental Re Notice To Counterparties To Executory Contracts and Unexpired Leases of The Debtors That May Be Assumed and Assigned* [Docket No. 1836]. On April 5, 2019, the Debtors filed their *Second Supplemental Notice Re Notice to Counterparties to Executory Contracts and Unexpired Leases of the Debtors That May Be Assumed and Assigned* [Docket No. 2065].

13. Since the Cure Notice, counterparties to executory contracts and unexpired leases have filed objections regarding the cure amounts and other issues [Docket Nos. 1788; 1804; 1819; 1830; 1849; 1850; 1853; 1853; 1856-1858; 1863; 1866; 1869; 1870; 1873-1877; 1881; 1882; 1890; 1891;1892; 1904; 1926; 1930; 1933; 1946; 1948; 1949; 1953; 1954; 1965; 2058; 2066; 2108].

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14. The Debtors have entered into the multiple stipulations to provide the Debtors and counterparties time to resolve the cure issues informally. *See*, e.g., Docket Nos. 1871; 1950.

II. ARGUMENT

A. The Court Should Authorize The Debtors To Sell The Assets To SGM In Accordance With The Terms Of The APA.

Section 363(b) provides that a debtor "after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the state." 11 U.S.C. § 363(b). To approve a use, sale or lease of property other than in the ordinary course of business, the Court must find "some articulated business justification." *See, e.g., In re Gardens Regional Hospital and Medical Center, Inc.* ("*In re Gardens*"), 567 B.R. 802, 825 (Bankr. C.D. Cal. 2017); *In re Martin (Myers v. Martin)*, 91 F.3d 389, 395 (3d Cir. 1996) (*citing In re Schipper (Fulton State Bank v. Schipper)*, 933 F.2d 513, 515 (7th Cir. 1991)); *Comm. of Equity SEC Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983); *In re Abbotts Dairies of Pa., Inc.*, 788 F.2d 143 (3d Cir. 1986) (implicitly adopting the "sound business judgment" test of *Lionel Corp.* and requiring good faith); *In re Delaware and Hudson Ry. Co.*, 124 B.R. 169 (D. Del. 1991) (concluding that the Third Circuit adopted the "sound business judgment" test in the *Abbotts Dairies* decision). Similarly, in the Ninth Circuit, "cause" exists for authorizing a sale of estate assets if it is in the best interest of the estate, and a business justification exists for authorizing the sale. *In re Huntington, Ltd.*, 654 F.2d 578 (9th Cir. 1981); *In re Walter*, 83 B.R. 14, 19-20 (9th Cir. B.A.P. 1988).

In determining whether a sale satisfies the business judgment standard, courts have held that: (1) there be a sound business reason for the sale; (2) accurate and reasonable notice of the sale be given to interested persons; (3) the sale yield an adequate price (*i.e.*, one that is fair and reasonable); and (4) the parties to the sale have acted in good faith. *Titusville Country Club v. Pennbank (In re Titusville Country Club)*, 128 B.R. 396, 399 (Bankr. W.D. Pa. 1991); *see also In re Walter*, 83 B.R. at 19-20.

The Debtors submit that their proposed sale of the Assets to SGM clearly satisfied each of these four criteria, is consistent with the terms of the APA, and demonstrates that the Debtors'

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business judgment to proceed with the proposed sale of the Assets to SGM in accordance with the terms of the APA is sound.

1. Sound Business Purpose.

There must be some articulated business justification, other than appeasement of major creditors, for using, selling or leasing property out of the ordinary course of business before the bankruptcy court may order such disposition under § 363(b). *In re Gardens*, 567 B.R. at 825; *In re Lionel Corp.*, 722 F.2d at 1070. The court in *In re Walter*, established a flexible case-by-case test to determine whether the business purpose for a proposed sale justifies disposition of property of the estate under § 363(b). 83 B.R. at 19. In *Walter*, the court, adopting the reasoning of the Fifth Circuit in *In re Continental Airlines, Inc.*, 780 F.2d 1223 (5th Cir. 1986) and the Second Circuit *in In re Lionel Corp., supra*, articulated the standard to be applied under § 363(b) as follows:

> Whether the proffered business justification is sufficient depends on the case. As the Second Circuit held in *Lionel*, the bankruptcy judge should consider all salient factors pertaining to the proceeding and, accordingly, act to further the diverse interests of the Debtor, creditors and equity holders, alike. He might, for example, look to such relevant facts as the proportionate value of the asset to the estate as a whole, the amount of elapsed time since the filing, the likelihood that a plan of reorganization will be proposed and confirmed in the near future, the effect of the proposed disposition on future plans of reorganization, the proceeds to be obtained from the disposition vis-a-vis any appraisals of the property, which of the alternatives of use, sale or lease the proposal envisions and, most importantly perhaps, whether the asset is increasing or decreasing in value. This list is not intended to be exclusive, but merely to provide guidance to the bankruptcy judge.

In re Walter, 83 B.R. at 19-20 (*citing In re Continental Air Lines, Inc.*, 780 F.2d at 1226).

The facts pertaining to the Debtors' proposed sale of the Assets to SGM substantiate the Debtors' business decision that such contemplated sale serves the best interests of the Debtors' estates, their creditors and shareholders and merits the approval of the Court. The Debtors incur significant operational losses at their Hospitals, and continued operations are simply not financially viable. *See Declaration of Richard Adcock in Support of Emergency First-Day Motions*, at ¶ 95 [Docket No. 8]. Thus, the Debtors' Board of Directors concluded that the best course of action to preserve the Debtors' Hospitals as going concerns, serve the charitable mission of the Debtors and

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the original legacy of the Daughters of Charity, preserve jobs and maximize the recovery for creditors, was to sell the Debtors' Hospitals, as going concerns, in a bankruptcy court supervised sale and have pursued this objective throughout these cases. *Id.* ¶ 96.

As discussed *supra*, the Debtors engaged in a comprehensive marketing process to sell the Assets prior to and during the bankruptcy case for a period of more than ten months. The Debtors are confident that their proposed asset sale to SGM is the best option available to the Debtors to, among other things, maximize the value of the Assets and recovery for their creditors. Despite Cain's vigorous attempts to market the Assets, SGM's stalking-horse bid was the highest, best and only Qualified Full Bid the Debtors received for all four Hospitals. The Debtors believe that SGM's offer represents a fair market value for the assets. Also, SGM is a buyer who will maintain the healthcare characteristics of all four Hospitals, continuing patient care for the communities served by the Hospitals and continuing to provide employment for the Debtors' employees. Therefore, the Debtors submit that their proposed asset sale is justified by sound business purposes, satisfying the first requirement for a sale under § 363(b).

2. Accurate and Reasonable Notice

In connection with a proposed sale under § 363, "four pieces of information must be presented to the creditors. The notice should: place all parties on notice that the debtor is selling its business; disclose accurately the full terms of the sale; explain the effect of the sale as terminating the debtor's ability to continue in business; and explain why the proposed price is reasonable and why the sale is in the best interest of the estate." *In re Delaware*, 124 B.R. at 180. A notice is sufficient if it includes the terms and conditions of the sale and if it states the time for filing objections. *In re Karpe*, 84 B.R. 926, 930 (Bankr. M.D. Pa. 1988). The purpose of the notice is to provide an opportunity for objections and hearing before the court if there are objections. *Id.*

On February 20, 2019, the Debtors served a *Notice of Sale Procedures, Auction Date and Sale Hearing* [Docket. No. 729] on the following parties: (i) the Office of the United States Trustee; (ii) counsel to the Committee of Unsecured Creditors; (iii) any parties requesting notices in this case pursuant to Bankruptcy Rule 2002; (iv) all Potential Bidders; (i) all parties known by the Debtors to assert a lien on any of the Assets; (vi) all persons known or reasonably believed to have

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asserted an interest in any of the Assets; (vii) all non-Debtor parties to any contracts and leases to be assumed; (viii) the Office of the United States Attorney for the Central District of California; (ix) the Office of the California Attorney General; (x) the Office of the California Secretary of State; (xi) all taxing authorities having jurisdiction over any of the Assets, including the IRS; and (xii) all environmental authorities having jurisdiction over any of the Assets. (*See* Certificate of Service [Docket No. 1997]). Also, as explained above, the Bidding Procedures Order was entered by the Court and has been provided to all known prospective bidders by Cain. The Debtors will also serve this Memorandum on the same parties in advance of the Sale Hearing.

The Debtors submit that the foregoing satisfies the requirements of Bankruptcy Rules 6004(a) and (c), which provide as follows:

> (a) ... Notice of a proposed ... sale ... of property ... not in the ordinary course of business shall be given pursuant to Rule 2002(a)(2),(c)(1),(i) and (k) ... (c) ... A motion for authority to sell property free and clear of liens or other interests shall be made in accordance with Rule 9014 and shall be served on the parties who have liens or other interests in the property to be sold. The notice required by subdivision (a) of this rule shall include the date of the hearing on the motion and the time within which objections may be filed and served on the debtor in possession..."

Fed. R. Bankr. P. 6004(a)(c).

3. Fair and Reasonable Price.

In order to be approved under § 363(b), the purchase price must be fair and reasonable. *Coastal Indus., Inc. v. U.S. Internal Revenue Serv. (In re Coastal Indus., Inc.)*, 63 B.R. 361, 368 (Bankr. N.D. Ohio 1986). However, the Debtors also realize that "[their] main responsibility, and the primary concern of the bankruptcy court, is the maximization of the value of the asset sold." In *re Integrated Resources, Inc.*, 135 B.R. 746, 750 (Bankr. S.D.N.Y. 1992), *aff'd*, 147 B.R. 650 (S.D.N.Y. 1992). "It is a well-established principle of bankruptcy law that the objective of bankruptcy rules and the [debtor's] duty with respect to such sales is to obtain the highest price or greatest overall benefit possible for the estate." *In re Atlanta Packaging Prods., Inc.*, 99 B.R. 124, 131 (Bankr. N.D. Ga. 1988); *see also In re Wilde Horse Enterprises*, 136 B.R. 830, 841 (Bankr.

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C.D. Cal. 1991) ("In any sale of estate assets, the ultimate purpose is to obtain the highest price for the property sold").

The marketing and sale process undertaken by Cain and the Debtors was designed to insure that the highest price and greatest benefit possible was obtained for the Assets. Cain robustly marketed the assets since July 2018, and these same assets had been fully marketed in 2014-2015 while under control of the Daughters of Charity. SGM's offer to purchase the Assets for $610 million (plus cure costs) represents the fair market value for the Assets and will provide a substantial benefit to the Debtors' estates. Accordingly, the Court should find that the sale price to SGM is fair and reasonable.

4. Good Faith.

When a bankruptcy court authorizes a sale of assets pursuant to § 363(b)(1), it is required to make a finding with respect to the "good faith" of the purchaser. *In re Abbotts Dairies*, 788 F.2d at 149. Such a procedure ensures that § 363(b)(1) will not be employed to circumvent the creditor protections of chapter 11, and as such, it mirrors the requirement of § 1129, that the Court independently scrutinizes the debtor's reorganization plan and makes a finding that it has been proposed in good faith. *Id.* at 150.

"Good faith" encompasses fair value, and further speaks to the integrity of the transaction. *In re Wilde Horse Enters.*, 136 B.R. at 842. With respect to the Debtors' conduct in conjunction with the sale, the good faith requirement "focuses principally on the element of special treatment of the Debtors' insiders in the sale transaction." *See In re Indus. Valley Refrig. and Air Cond. Supplies, Inc.*, 77 B.R. 15, 17 (Bankr. E.D. Pa. 1987). With respect to the buyer's conduct, this Court should consider whether there is any evidence of "fraud, collusion between the purchaser and other bidders or the [debtor], or an attempt to take grossly unfair advantage of other bidders." *In re Abbotts Dairies*, 788 F.2d at 147; *In re Rock Indus. Mach. Corp.*, 572 F.2d 1195, 1198 (7th Cir. 1978); *In re Wilde Horse Enters., Inc.*, 136 B.R. at 842; *In re Alpha Indus., Inc.*, 84 B.R. 703, 706 (Bankr. D. Mont. 1988). In short, "[l]ack of good faith is generally determined by fraudulent conduct during the sale proceedings." *In re Apex Oil Co.*, 92 B.R. 847, 869 (Bankr. E.D. Mo. 1988)

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(*citing In re Exennium, Inc.*, 715 F.2d 1401, 1404-05 (9th Cir. 1983)); *see also In re M Capital Corp.*, 290 B.R. 743 (B.A.P. 9th Cir. 2003).

In *In re Filtercorp, Inc.*, 163 F.3d 570 (9th Cir. 1998), the Ninth Circuit set forth the following test for determining whether a buyer is a good faith purchaser:

> A good faith buyer "is one who buys 'in good faith' and 'for value.'" [citations omitted.] [L]ack of good faith is [typically] shown by 'fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.'" [citations omitted.]

Filtercorp, 163 F.3d at 577.

The Ninth Circuit made clear in *Filtercorp* that this standard for determining good faith is applicable even when the buyer is an insider. However, neither SGM nor any of SGM's representatives or affiliates are an "insider" of the Debtors. The Debtors and Cain are not aware of any fraud, collusion or attempt to take unfair advantage of other potential bidders. Additionally, the APA was intensively negotiated at arm's length with all parties involved acting in good faith. Based on the foregoing, the Debtors submit that the Court should find that SGM constitutes a good faith purchaser entitled to all of the protections afforded by § 363(m).

B. Section 363(f) Permits the Debtors' Sale of the Purchased Assets to SGM to Be Free and Clear of Any and All Interests and Liens.

The Debtors have requested that, under § 363(f), the proposed sale be effected "free and clear" of encumbrances, interests or liens in the Assets. 11 U.S.C. § 363(f); *see also In re Grumman Indus., Inc.*, 467 B.R. 694, 702 (S.D.N.Y. 2012) (discussing generally "free and clear" provision in § 363(f)). Section 363(f) "empowers the trustee to sell the debtor's assets 'free and clear of any interest in such property of an entity other than the estate.'" While "[t]he Bankruptcy Code does not define the phrase "interest in ... property" for purposes of § 363(f) … [the] trend in caselaw '[favors] a broader definition [of the phrase] that encompasses other obligations that may flow from ownership of the property.'" *In re Gardens*, 567 B.R. at 825–26 (citing 3 Alan N. Resnick & Henry J. Sommer, Collier on Bankruptcy ¶ 363.06[1] (16th ed. 2017)). Therefore, courts interpret the term "any interest" expansively to effectuate liquidations and reorgazinations "to include not only in rem interests in property, but also other obligations that are "connected to or arise from the

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property being sold" or that could "potentially travel with the property being sold." *See, e.g., In re La Paloma Generating, Co.*, 2017 WL 5197116, *4 (Bankr. D. Del. Nov. 9, 2017) (quoting *In re Trans World Airlines, Inc.*, 322 F.3d 283, 285, 288 (3d Cir. 2001)); *see also Mass. Dep't of Unemployment Assistance v. OPK Biotech, LLC (In re PBBPC, Inc.)*, 484 B.R. 860 (1st Cir. BAP 2013) (interests in property include monetary obligations arising from the ownership of property, even when those obligations are imposed by statute).

The alternative five conditions spelled out in § 363(f) under which a sale free and clear may be authorized are the following:

> (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
> (2) such entity [the holder of the interest] consents;
> (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
> (4) such interest is in bona fide dispute; or
> (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f)(1)-(5) (2012); *see In re Shary*, 152 B.R. 724, 725 (Bankr. N.D. Ohio 1993) (stating the five conditions in § 363(f) are disjunctive and sale is proper where trustee can prove existence of any of the five conditions). The Debtors submit that one or more of the tests of § 363(f) are satisfied here.

1. The Debtors' Proposed Sale is Permissible Pursuant to § 363(f)(1).

Any conditions previously imposed by the Attorney General in the 2015 transaction are an "interest in property" which is subject to § 363(f)(1). *See Memorandum of Decision Overruling Objections of the California Attorney General to the Debtors' Sale Motion* [Docket No. 1146] ("The [AG] Conditions are an 'interest in property' within the meaning of §363(f)."); *In re Gardens Reg'l Hosp. & Med. Ctr., Inc.*, 567 B.R. at 826 ("The Attorney General's claim to regulatory authority ... constitutes an 'interest in ... property' for purposes of § 363(f)."). A decision on point is *In re La Paloma Generating, Co.*, 2017 WL 5197116, *4 (Bankr. D. Del. Nov. 9, 2017). In this case, the California Attorney General argued that the debtors could not transfer substantially all of their assets—including their electricity generating facility—to a purchaser free and clear of any obligation to surrender compliance instruments under the California

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cap and trade program for emissions generated by such facility during the pre-transfer period. The Delaware Bankruptcy Court stated:

> Whether property "may" be sold free and clear of an interest pursuant to section 363(f)(1) of the Bankruptcy Code turns on whether "applicable nonbankruptcy law permits sale of such property free and clear of such interest." Applicable nonbankruptcy law here is California law, and, in particular, the Regulation. Under California law, the general rule of successor liability is that the corporate purchaser of another corporation assets presumptively does not assume the seller's liabilities unless: (1) there is an express or implied assumption of liability; (2) the transaction amounts to a consolidation or merger of the two corporations; (3) the purchasing corporation is a mere continuation of the sellers; or (4) the transfer of assets to the purchaser is for the fraudulent purpose of escaping liability for the seller's debts. [...] The Regulation does not provide for successor liability nor does it in anyway make a Purchaser of a Facility liable for the emissions of the former-Covered Entity. Nor does it explicitly express the need for a purchasing entity to provide for the former-Covered Entity's emissions. [...] Under section 363(f), "[t]he trustee may sell property ... free and clear of any interest in such property of an entity other than the estate, only if— ... (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest ...." As noted above, the Court finds that the Regulation does not provide for successor liability related to the Debtor Emission Surrender Obligations. Nor is environmental liability excepted by Section 363(f). [...] In the case *sub judice*, Debtor Emission Surrender Obligations are an interest under section 363(f) and the Regulation does not impose successor liability nor does section 363(f).

In re La Paloma Generating, Co., 2017 WL 5197116, *4-8.

Here, the applicable statutes and regulations do not expressly impose successor liability and the obligations sought to be imposed by California Attorney General are an "interest in property" under § 363(f). The Debtors recognize that they must sell the assets "in accordance with applicable non-bankruptcy law," and will submit the necessary application. But conditions imposed on these assets in 2015 by the California Attorney General are an interest in the property, which does not transfer with property because of the sale being free and clear of interests. However, the Debtors will submit the applications required for the transfer of nonprofit healthcare assets to the California Attorney General in accordance with applicable law. The Debtors reserve the right to challenge any conditions imposed by the California Attorney General after that review, but unless and until

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the Attorney General seeks to impose conditions, it is impossible to know whether those conditions violate the Bankruptcy Code.

2. The Debtors' Proposed Sale is Permissible Pursuant to § 363(f)(2).

Section 363(f)(2 authorizes a sale to be free and clear of an interest if the interest holder consents to the sale. Here, all secured claimants that hold liens secured by the Assets have consented to the proposed sale to SGM. Thus, the sale is authorized pursuant to § 363(f)(2).

3. The Debtors' Proposed Sale is Permissible Pursuant to § 363(f)(3).

Section 363(f)(3) permits a sale free and clear of an interest in property specifically where the interest is a lien, and where the sale price exceeds the aggregate value of all liens. Here, the Assets are encumbered by approximately $521 million of prepetition secured debt, while the Purchase Price, to be paid at closing, is $610 million. Thus, the purchase price exceeds the aggregate amount of all claims held by creditors who hold a lien or security interest in the property being sold, and the sale is also authorized pursuant to § 363(f)(3).

4. The Debtors' Proposed Sale is Permissible Pursuant to 11 U.S.C. § 363(f)(5).

Section 363(f)(5) permits a sale of property free and clear of liens and interests if "such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest." 11 U.S.C. § 363(f)(5); *P.K.R. Convalescent Ctrs., Inc. v. Commonwealth of Va., Dep't of Med. Assistance Serv. (In re P.K.R. Convalescent Ctrs., Inc.)*, 189 B.R. 90 (Bankr. E.D. Va. 1995) (allowing sale of nursing home assets under § 363(f)(5) over objection of the Department of Medical Assistance Service where its interest was reducible to a claim and subject to a hypothetical money satisfaction).

Section 363(f)(5) has generally been interpreted to mean that if, under applicable law, the holder of the lien or interest could be compelled to accept payment in exchange for its interest, the trustee (or debtor in possession) may take advantage of that right by replacing the holder's lien or interest with a payment or other adequate protection. Collier on Bankruptcy, ¶ 363.06 [6] (15th ed. rev. 2003) ("Collier"). Applicable nonbankruptcy law may recognize a monetary satisfaction when the lienholder is to be paid in full out of the proceeds of the sale or otherwise. *Id.* Thus, for example, a sale free of a first mortgage might be approved when the proceeds are sufficient to pay

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in full the first mortgage and the second mortgagee has consented to the sale. However, § 363(f)(5) does not require full payment to the lien or interest holder if the trustee can demonstrate the existence of another legal or equitable proceeding by which the holder may be compelled to accept less than full satisfaction of the secured debt. *In re Grand Slam U.S.A., Inc.*, 178 B.R. 460, 461-62 (E.D. Mich. 1995) (holding that the "money satisfaction" language in § 363(f)(5) does not require full payment to the lien holder); *In re Healthco Int'l Inc.*, 174 B.R. 174, 176-78 (Bankr. D. Mass. 1994) (construing "money satisfaction of such interest" to mean a payment constituting less than full payment of the underlying debt because any lien can always be discharged by full payment of the underlying debt pursuant to §363(f)(3)); *Scherer v. Fed. Nat'l Mortgage Ass'n (In re Terrace Chalet Apartments, Ltd.)*, 159 B.R. 821, 829 (Bankr. N.D. Ill. 1993).

Courts have held that a chapter 11 cramdown is a typical "legal proceeding" by which an entity may be compelled to accept less than full money satisfaction and which will permit the sale of creditor's collateral free and clear of interest under § 363(f)(5). *In re Gulf States Steel, Inc. of Alabama*, 285 B.R. 497, 508 (Bankr. N.D. Ala. 2002) (holding that the liens or interests identified in the sale motion could be compelled to accept a money satisfaction in a cramdown plan of reorganization in a chapter 11 case); *In re Terrace Chalet Apartments, LTD.*, 159 B.R. at 829 (finding that § 1129(b)(2) cramdown is such a provision); *In re Perroncello*, 170 B.R. 189 (Bankr. D. Mass. 1994); Collier, ¶ 363.06[6][a]; *but see In re PW, LLC*, 391 B.R. 25, 46 (B.A.P. 9th Cir. 2008). Thus, the trustee can sell property free and clear of a creditor's lien it if demonstrates it can cramdown the creditor's interest pursuant to § 1129(b)(2).

In addition to the legal arguments set forth above, the ability of a debtor to "cramdown" a secured creditor under § 1129(b)(1) and (2) also constitutes a "legal proceeding," pursuant to which a secured creditor could be compelled to accept a money satisfaction. *See In re Grand Slam, U.S.A. Inc.,* 178 B.R. 460, 462 (E.D. Mich. 1995). Section 1129(b)(2)(A) allows cramdown of a secured creditor, provided that it receives "the indubitable equivalent" of its claim. A debtor can cramdown a secured creditor if it demonstrates (1) the debtor is not unfairly discriminating against the secured creditor, § 1129(b)(1); (2) it is acting in good faith, § 1129(a)(3)-(b)(1); and (3) the secured creditor is receiving the actual value of its claim, § 1129(b)(2)(A)(i)(II), § 1129(b)(2)(A)(iii). *See also In*

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re Sandy Ridge Dev. Corp., 881 F.2d 1346, 1350 (5th Cir. 1989) (holding that "indubitable equivalent" of a secured creditor's interest is the actual value of the claim). In *In re Hunt Energy Co., Inc.*, 48 B.R. 472, 485 (Bankr. N.D. Ohio 1985), the court found that a lien which attaches to the proceeds of a sale would necessarily be reduced by subsequent valuation at a hearing under § 506(a) to meet the "indubitable equivalence" requirements of section 1129(b)(2)(A). Once § 1129(b)(2)(A) is satisfied, the lienholder would be compelled through the cramdown process to accept such money satisfaction as dictated by the cramdown provisions. *Id.*

All of the above requirements for cramdown are met in this proposed transaction. The sale of the Assets to SGM was negotiated and is being conducted in good faith. The secured creditors with valid liens against the Assets are being treated fairly and in accordance with their respective lien priorities, so there is no unfair discrimination present in the proposed sale. Finally, any such secured creditors will receive the actual value of their secured claim as measured by § 506(a).

Based upon all of the foregoing, all creditors of the Debtors, including all secured creditors of the Debtors, could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of their interest. The Debtors' proposed sale of the Assets to SGM should therefore be free and clear of all interests and liens pursuant to § 363(f)(5).

C. The Court Should Authorize the Debtors to Assume and Assign to SGM All of the Assumed Contracts that SGM Designates.

Barring exceptions not herein relevant, §§ 365(a) and 1107(a) authorize a debtor in possession, "subject to the Court's approval, ... [to] assume or reject any executory contract or unexpired lease of the debtor." A debtor in possession may assume or reject executory contracts for the benefit of the estate. *In re Klein Sleep Prods, Inc.*, 78 F.3d 18, 25 (2d. Cir. 1996); *In re Central Fla. Metal Fabrication, Inc.*, 190 B.R. 119, 124 (Bankr. N.D. Fla. 1995); *In re Gucci*, 193 B.R. 411, 415 (S.D.N.Y. 1996). In reviewing a debtor in possession's decision to assume or reject an executory contract, a bankruptcy court should apply the "business judgment test" to determine whether it would be beneficial to the estate to assume it. *In re Continental Country Club, Inc.*, 114 B.R. 763, 767 (Bankr. M.D. Fla. 1990); *see also In re Gucci*, 193 B.R. at 415. The business judgment standard requires that the court follow the business judgment of the debtor unless that judgment is the product of bad faith, whim, or caprice. *In re Prime Motors Inns*, 124 B.R. 378, 381

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(Bankr. S.D. Fla. 1991) (*citing Lubrizol Enterprises v. Richmond Metal Finishers*, 756 F.2d 1043, 1047 (4th Cir. 1985), *cert. denied*, 475 U.S. 1057 (1986)).

Pursuant to § 365(f)(2), a debtor may assign its executory contracts and unexpired leases, provided the debtor first assumes such executory contracts and unexpired leases in accordance with §365(b)(1), and provides adequate assurance of future performance by the assignee. Pursuant to § 365(b)(1), assumption of executory contracts and unexpired leases requires a debtor to: (a) cure any existing defaults under such agreements; (b) compensate all non-debtor parties to such agreements for any actual pecuniary loss resulting from the defaults; and (c) provide adequate assurance of future performance under the contract or lease. 11 U.S.C. § 365(b)(1); *see also In re Bowman*, 194 B.R. 227, 230 (Bankr. D. Ariz. 1995*); In re AEG Acquisition Corp.*, 127 B.R. 34, 44 (Bankr. C.D. Cal. 1991), *aff'd* 161 B.R. 50 (B.A.P. 9th Cir. 1993). Pursuant to § 365(f)(1), a debtor may assign an executory contract or unexpired lease pursuant to § 365(f)(2) notwithstanding any provision in such executory contract or unexpired lease that prohibits, restricts or conditions the assignment of such executory contract or unexpired lease.

The assumption and assignment of executory contracts furthers the goals of chapter 11 of promoting reorganization by balancing the debtor's interest in maximizing the value of its estate against the contracting party's interest in receiving the benefit of its bargain and being protected against default by the debtor after assumption has occurred. *In re Embers 86th Street. Inc.*, 184 B.R. 892, 896 (Bankr. S.D.N.Y. 1995).

Here, the Debtors are seeking to assume and assign to SGM all of the Debtors' executory contracts and unexpired leases that SGM designates as executory contracts and unexpired leases subject to assumption and assignment. As set forth above, the Debtors have filed several notices and supplements listing all of the known executory contracts and unexpired leases and related cure amounts and are working with counterparties to resolve any issues regarding outstanding cure amounts. As a result of the foregoing, and in connection with the sale, the Debtors are seeking the Court's authority to assume and assign to SGM the Assumed Contracts and to fix the required Cure Amounts that would need to be paid to the other parties to the executory contracts and unexpired leases to enable compliance with the provisions of § 365(b)(1)(A) at the Cure Amounts set forth in

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the Cure Notice unless the other parties to the executory contracts and unexpired leases file a timely objection to the Cure Notice and the Court determines that the required Cure Amount is different than the amount set forth in the Cure Notice.

D. Potential Disputes Regarding Assignment of Certain Agreements to SGM.

The Bidding Procedures Order set a deadline of April 15, 2019, at 4:00 p.m., for the Debtors to reply to any objection or response. The Debtors will either (i) respond or object as appropriate to pending objections or responses or (ii) submit a stipulation or notice, as applicable, for resolution of any objection or response.[6]

E. The Court Should Waive the Fourteen-Day Waiting Periods Set Forth in Bankruptcy Rules 6004(h) and 6006(d).

Bankruptcy Rule 6004(h) provides, among other things, that an order authorizing the use, sale or lease of property [...] is stayed until the expiration of fourteen days after entry of the Court order, unless the Court orders otherwise. Bankruptcy Rule 6006(d) has a similar provision with respect to an order approving of a debtor's assumption and assignment of unexpired leases and executory contracts.

For all of the reasons set forth above, the Debtors believe that selling the Assets to SGM in accordance with the timeline provided in the APA and the Bidding Procedures Order is in the best interests of the Debtors' estates, their creditors and shareholders. In order to facilitate the most expeditious Closing possible, the Debtors request that the Sale Order be effective immediately upon entry by providing that the fourteen-day waiting periods of Bankruptcy Rule 6004(h) and 6006(d) are waived.

III. CONCLUSION

For all these reasons, the Court should enter the Sale Order and grant all of the other relief requested in this Memorandum.

[6] Under the APA, SGM and the Debtors agreed to meet and confer with the various unions whose Collective Bargaining Agreements ("CBAs") are implicated by the proposed sale to attempt "to renegotiate each [CBA] currently in effect with each applicable union." Stalking Horse APA at § 5.11. SGM and the Debtors will proceed with this process, and SGM has not yet made a decision yet regarding the treatment of the CBAs.

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Dated: April 10, 2019

DENTONS US LLP
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By */s/ Tania M. Moyron*
Tania M. Moyron

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Title 11, California Code of Regulations, § 999.5(d)(1)(B)

Exhibit 7

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UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

In re

VERITY HEALTH SYSTEM OF CALIFORNIA, INC., *et al.*,

Debtors and Debtors In Possession.

☒ Affects All Debtors

☐ Affects Verity Health System of California, Inc.
☐ Affects O'Connor
☐ Affects Saint Louise Regional Hospital
☐ Affects St. Francis Medical Center
☐ Affects St. Vincent Medical Center
☐ Affects Seton Medical Center
☐ Affects O'Connor Hospital Foundation
☐ Affects Saint Louise Regional Hospital Foundation
☐ Affects St. Francis Medical Center of Lynwood Foundation
☐ Affects St. Vincent Foundation
☐ Affects St. Vincent Dialysis Center, Inc.
☐ Affects Seton Medical Center Foundation
☐ Affects Verity Business Services
☐ Affects Verity Medical Foundation
☐ Affects Verity Holdings, LLC
☐ Affects De Paul Ventures, LLC
☐ Affects De Paul Ventures - San Jose Dialysis, LLC

Debtors and Debtors In Possession.

Lead Case No. 2:18-bk-20151-ER

Jointly Administered With:
Case No. 2:18-bk-20162-ER
Case No. 2:18-bk-20163-ER
Case No. 2:18-bk-20164-ER
Case No. 2:18-bk-20165-ER
Case No. 2:18-bk-20167-ER
Case No. 2:18-bk-20168-ER
Case No. 2:18-bk-20169-ER
Case No. 2:18-bk-20171-ER
Case No. 2:18-bk-20172-ER
Case No. 2:18-bk-20173-ER
Case No. 2:18-bk-20175-ER
Case No. 2:18-bk-20176-ER
Case No. 2:18-bk-20178-ER
Case No. 2:18-bk-20179-ER
Case No. 2:18-bk-20180-ER
Case No. 2:18-bk-20181-ER

Hon. Ernest M. Robles

Chapter 11 Cases

DECLARATION OF JAMES M. MOLONEY IN SUPPORT OF THE DEBTORS' MEMORANDUM. IN SUPPORT OF ENTRY OF AN ORDER: (A) AUTHORIZING THE SALE OF PROPERTY FREE AND CLEAR OF ALL CLAIMS, LIENS AND ENCUMBRANCES; (B) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF DESIGNATED EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (C) GRANTING RELATED RELIEF

[RELATES TO DOCKET NO. 2115]

Hearing:

Date: April 17, 2019
Time: 10:00 a.m.
Location: Courtroom 1568
255 E. Temple St., Los Angeles, CA

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DECLARATION OF JAMES M .MOLONEY

1. I am a managing director of Cain Brothers ("Cain"), which is a division of KeyBanc Capital Markets Inc., a wholly-owned broker/dealer subsidiary of KeyCorp and an affiliate of KeyBank National Association. My office is in Cain's San Francisco office which is located at One California Street, Suite 2400, San Francisco, California. Mr. Carsten Beith and I are the co-heads of Cain's Health Systems Mergers & Acquisition group. I am over the age of 18 and competent to testify as to the facts set forth herein and will do so if called upon.

2. Except as otherwise stated, all facts contained within this Declaration are based upon my personal knowledge, from information gathered from other employees within the Debtors' organization, my review of relevant documents, or my opinion based upon my experience concerning the operations of the Debtors.

3. I submit this Declaration in support of the *Debtors' Memorandum in Support of Entry of an Order: (A) Authorizing the Sale of Property Free and Clear of all Claims, Liens and Encumbrances; (B) Authorizing the Assumption and Assignment of Designated Executory Contracts and Unexpired Leases; and (C) Granting Related Relief* (the "Memorandum") [Docket No. 2115]. All capitalized terms not defined herein have the meaning ascribed to them in the Memorandum.

4. Prior to the Petition Date, the Debtors engaged in substantial efforts to market and solicit interest in their assets, including St. Louise Regional Hospital, O'Connor Hospital, St. Vincent Medical Center, St. Francis Medical Center, Seton Medical Center, Seton Coastside Hospital and related assets (collectively, the "Assets"). In June 2018, the Debtors engaged Cain to assist in identifying potential buyers of some or all of the Assets and commenced discussions with those potential buyers. Cain prepared a Confidential Investment Memorandum and organized an online data site to share information with potential buyers and contacted strategic and financial buyers beginning in July 2018. In this initial marketing process, Cain contacted more than 100 potential partners to evaluate their interest in exploring a transaction involving some or all of the Debtors' assets. By August 2018, as a result of its ongoing and broad

marketing process, Cain had received 11 "Indications of Interest" from potential buyers of some or all of the Debtors' assets.

5. Postpetition, Cain continued to work with potential buyers for some or all of the Assets. Based on these discussions, the Debtors determined that seeking a buyer for the Debtors' Assets in Santa Clara (the "Santa Clara Assets") and a separate buyer for the Debtors other Assets would most likely yield higher net proceeds for the Debtors' estate. After evaluating the Indications of Interest for the Debtors' Santa Clara Assets, the Debtors, in consultation with Cain and its advisors, (i) began to negotiate a stalking horse bid with potential buyers, and (ii) ultimately selected Santa Clara County (the "County") to be the stalking horse bidder to acquire the Santa Clara Assets through a sale under § 363 of the Bankruptcy Code. After the selection of Santa Clara County as the stalking horse bidder, the Debtors did not receive any bids and Santa Clara County was determined to be the winning bidder of the Santa Clara Assets. The sale of the Santa Clara Assets to the County was approved by the Court on December 27, 2018 [Docket No. 1153].

6. Thereafter, Cain focused on marketing of the Debtors' remaining Assets, including St. Francis Medical Center, St. Vincent's Medical Center, Seton Medical Center and Seton Coastside. Mr. Beith and I led the marketing and sale efforts on behalf of the Debtors. As a part of this process, Cain contacted more 189 potential parties to evaluate potential stalking horse bidders for some or all of the Debtors remaining Assets of which 92 had executed a NDA and 18 submitted written proposals. Some of the written proposals were preliminary indications of interest and some were more detailed proposals such as the Qualified Bids and Stalking Horse Bids. During these marketing effort, Cain provided access to the virtual data room to those parties that executed NDAs, arranged conference calls to answer questions about the process and the diligence materials, arranged for site visits for potential buyers that requested to visit the hospitals and arranged calls with the Debtors and their advisors to address other questions by potential buyers. During this process, many of the potential purchasers indicated that they were not interested in being the stalking horse bidder. Over the course of those discussions, the Debtors negotiations focused on potential buyers that expressed the most interest in the Debtors'

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Assets and were actively engaged in the due diligence process. More specifically, during November and December 2018, the Debtors and their advisors had substantial discussions with potential buyers during which Prime Healthcare and Strategic Global Management, Inc. ("SGM") emerged as the leading potential candidates to be selected as the stalking horse bidder for the Debtors' remaining assets.

7. After extensive negotiations with both parties and careful review of the proposed transactions by the Debtor and its advisors, the Debtors selected SGM as the stalking horse bidder (the "Stalking Horse Bidder") for the Debtors' remaining Assets. On January 17, 2019, the Debtors filed their *Motion For The Entry Of (I) An Order (1) Approving Form Of Asset Purchase Agreement For Stalking Horse Bidder And For Prospective Overbidders To Use, (2) Approving Auction Sale Format, Bidding Procedures And Stalking Horse Bid Protections, (3) Approving Form Of Notice To Be Provided To Interested Parties, (4) Scheduling A Court Hearing To Consider Approval Of The Sale To The Highest Bidder And (5) Approving Procedures Related To The Assumption Of Certain Executory Contracts And Unexpired Leases; And (II) An Order (A) Authorizing The Sale Of Property Free And Clear Of All Claims, Liens And Encumbrances* (the "Motion"), which sought approval of, among other things, the asset purchase agreement between the Debtors and SGM, as the Stalking Horse Bidder [Docket No. 1279]. On February 19, 2019, the Court entered an order approving the Motion [Docket No. 1572].

8. After SGM was approved as the Stalking Horse Bidder and the bidding procedures were approved, Cain sent the Bidding Procedures to the 90 parties with whom the Debtor had previously executed NDAs and included the timetable for the sale of the Debtors' remaining Assets. Cain also requested that each party confirm that each party continued access to the data room and were interested in continuing to evaluate the purchase of some or all of the Debtors' remaining assets. Nineteen of those parties confirmed that were still evaluating the transaction and requested continued access to the data room.

9. Cain facilitated due diligence by potential buyers, including arranging site visits, organizing calls with the Debtors' leadership team and facilitated follow-up from the Debtors and their advisors to address diligence requests. Of these nineteen interested parties, certain parties

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evaluated acquiring all the Debtors' remaining Assets, others evaluated acquiring individual hospitals, and others were real estate companies that evaluated purchasing either St. Vincent Medical Center or Seton Medical Center to convert those campuses to non-hospital uses.

10. At the end of the marketing period, two parties submitted Qualified Bids, one for St. Vincent Medical Center and one for St. Francis Medical Center, one party submitted a non-Qualified Bid for St. Francis Medical Center and one party submitted a non-Qualified Bid for all of the assets.

11. Consequently, on April 4, 2019, as set forth in the *Notice That No Auction Shall Be Held* [Docket No. 2053], the Debtors, after consultation with the Consultation Parties, determined not to hold a Partial Bid Auction because there were not multiple Partial Qualified Bids for any of the Debtors' assets. Additionally, the Debtors, in consultation with their advisors and the Consultation Parties, determined not to hold a Full Bid Auction because (i) there were no Qualified Full Bids, and (ii) the Partial Qualified Bids were only for two assets and when aggregated together were substantially less than the Stalking Horse Bid. As a result, the Stalking Horse Bidder was named the Successful Bidder in accordance with the Bidding Procedures Order.

12. On April 15, 2019, an interested party called me to inform me they had earlier attempted to submit a bid for Seton Medical Center. Unbeknown to Cain, this party had sent Cain a "non-binding letter of intent" (the "Letter") to purchase Seton Medical Center, by email on April 4, 2019 (the "April 4 Email"), which was after the Partial Bid Dateline. After learning this information and then investigating the same, Cain learned that the April 4 Email had not passed Cain's firewall. Thus, the party re-sent the Letter that day on April 15, 2019. Even if the aforementioned bid would have been sent prior to the Partial Bid Deadline, it would not have qualified as a Partial Qualified Bid since, among other things, it was subject to significant additional due diligence and was not accompanied by a deposit. This party did not execute an NDA, nor were they granted access to the data room from Cain to perform formal due diligence with respect to the Assets.

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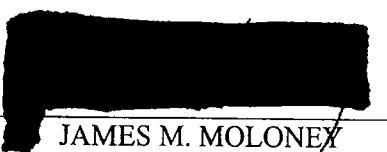
13. I am not aware of any collusion or improper dealings that have taken place between Cain, the Debtors, SGM, any potential bidders or interested parties, or any other person in connection with the sale. Cain, moreover, is receiving no consideration or fee from or on behalf of SGM. I am also not aware of any fact or circumstance indicating that SGM has not acted in good faith in pursuing the Sale.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 16th day of April, 2019 in San Francisco, California.



JAMES M. MOLONEY

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#4

Title 11, California Code of Regulations, § 999.5(d)(1)(C)

A statement of all of the reasons the board of directors of applicant believes that the proposed agreement or transaction is either necessary or desirable

The VHS Board of Directors (the "VHS Board") has met regularly to oversee and direct the Bankruptcy Cases, including reviewing the hiring of professionals, the determination to file the Bankruptcy Cases, the determination to enter into "debtor-in-possession" loan agreements with Ally Bank, and the determination to sell the Hospitals' assets and oversight of operations.

Specifically, the VHS Board met and discussed choosing the stalking horse bidder on December 4, 2018 and reviewed the resolutions to approve the stalking horse bidder. All the VHS Board members agreed with the content of the stalking horse resolution but decided that a Board vote should not take place until after each stalking horse bidder presented final financing proof to Cain. On December 11, 2018, the Board met again to discuss the progress regarding the stalking horse bidders. On February 7, 2019, the VHS Board passed the stalking horse resolution and ratified all actions. The VHS Board chose SGM as the stalking horse bidder because (i) SGM is a buyer who will maintain the healthcare characteristics of the Hospitals and SVDC and continue patient care for the communities served by the Hospitals, and (ii) SGM provided the best and highest purchase price for the assets.

After an extensive marketing campaign by Cain Brothers ("Cain"), VHS received two qualifying partial bids, one non-qualifying partial bid, and one non-qualifying full bid. The VHS Board met to review the final bids submitted and apply the requirements of the Bankruptcy Court approved bid procedures on April 15, 2019. On that same date, the VHS Board approved SGM as the winning bidder.

Selling the assets of the Hospitals and SVDC was deemed necessary due to the financial crisis facing VHS, including losses that continued to amount to approximately $175 million annually on a cash flow basis. See the Adcock Declaration attached to Section 999.5(d)(1)(A) as Exhibit 1 and the explanation in Section 999.5(d)(1)(A) above. As of June 30, 2018, VHS' consolidated unaudited financial statements reflected total assets of approximately $847,000,000 and total liabilities of approximately $1,278,000,000. See the Chou Declaration attached to Section 999.5(d)(1)(A) as Exhibit 2 for more detail regarding VHS' financial crisis.

The Board was presented with convincing evidence that Cain vigorously marketed the assets of the Hospitals and SVDC. The Bankruptcy Court agreed. In its tentative ruling, the Bankruptcy Court found that:

> The Debtors have demonstrated sufficient business justification for the sale. The Debtors incur significant operational losses at their hospitals, such that continued operations are not financially viable. A sale is the best means to preserve value for creditors.
>
> The Court finds that the Debtors have adequately marketed the Hospitals. Cain Brothers ("Cain"), the Debtors' financial advisors,

> have been marketing the Hospitals since June 2018 and has contacted more than 181 strategic and financial buyers. Cain notified 90 parties of the sale process and provided access to a data room to sixteen parties who executed Non-Disclosure Agreements. Cain has remained in contact with potential purchasers and has been available to provide information.

See Bankruptcy Court Tentative Ruling [Docket No. 2221] pages 18-19, which is attached to Section 999.5(d)(1)(B) as Exhibit 2.

For further details, please see the following attached documents:

1. VHS Board meeting minutes of December 4, 2018, attached to this Section 999.5(d)(1)(C) as **Exhibit 1**.

2. VHS Board meeting minutes and Board Executive Session minutes of December 11, 2018, attached to this Section 999.5(d)(1)(C) as **Exhibit 2**.

3. Stalking Horse Proposal Comparison of Terms, attached to this Section 999.5(d)(1)(C) as **Exhibit 3**.

4. Advisor Presentations of December 4, 2018, attached to this Section 999.5(d)(1)(C) as **Exhibit 4**.

5. Advisor Presentations of December 11, 2018, attached to this Section 999.5(d)(1)(C) as **Exhibit 5**.

6. VHS Board meeting minutes of February 7, 2019, with attached Stalking Horse Resolutions, attached to this Section 999.5(d)(1)(C) as **Exhibit 6**.

7. Advisor Presentation of February 7, 2019, attached to this Section 999.5(d)(1)(C) as **Exhibit 7**.

8. VHS Board meeting minutes and resolutions, including Winning Bidder Resolutions, of April 15, 2019, attached to this Section 999.5(d)(1)(C) as **Exhibit 8**.

9. Advisor Presentations of April 15, 2019, attached to this Section 999.5(d)(1)(C) as **Exhibit 9**.

Title 11, California Code of Regulations, § 999.5(d)(1)(C)

Exhibit 1

VERITY HEALTH SYSTEM OF CALIFORNIA, INC.
BOARD OF DIRECTORS MEETING

Tuesday, December 4, 2018

El Segundo, California

MINUTES

PRESENT
Terry Belmont, *Secretary*
Jack Krouskup, *Board Chair*
Andrew Pines, *Vice Chair*
Charles Patton
Ernest Agatstein
Jim Barber

ABSENT
Chris Selecky

MANAGEMENT/ STAFF
Richard Adcock, Chief Executive Officer
Anita Chou, Chief Financial Officer
Anthony Armada, Chief Operating Officer
Tirso del Junco Jr., MD, Chief Medical Officer
Steven Sharrer, Chief Human Resources Officer
Elspeth Paul, General Counsel
Jessica M. Davis, Exec. Assistant, *Recorder*

GUESTS
Sam Maizel, Dentons US LLP
Tania Moyron, Dentons US LLP
Jim Moloney, Cain Brothers
Carsten Beith, Cain Brothers
Peter Chadwick, Berkeley Research Group
Chris Kearns, Berkeley Research Group
John Chesley, Ropes & Gray

1. CALL TO ORDER

A quorum being present, the Board Meeting was called to order at 11:06 AM

2. CONSENT AGENDA

The Board was presented the Consent Agenda, attached hereto as Exhibit A, and the Board approved the Consent Agenda.

3. SYSTEM FINANCE AND DIP FINANCING

Ms. Chou discussed the System's finances with the Board members. Mr. Chadwick discussed the DIP Budget and the waterfall with the Board members.

4. GENERAL OPERATIONS AND QUALITY

Mr. Armada reviewed the daily consolidated reports and volume trends with the Board, including the Labor and Productivity Report for FY 2018. Dr. del Junco reviewed the Leapfrog scores by hospital. The quality teams at each hospital have all made significant improvement in all areas with weekly calls that began earlier this year. The Board members discussed the operations and scoring of the hospitals, noting that scores were improving.

Dr. del Junco updated the Board on the status of the Court appointed Patient Care Ombudsman, Dr. Rubin, and his associate, Tim Stacy. They have conducted site visits for all hospitals and are scheduled to publish their first report around December 10, 2018.

5. CHAPTER 11 UPDATES

Mr. Adcock gave an update on the Chapter 11 cases and the terms of the proposed asset purchase agreements.

Mr. Maizel discussed the bid deadlines and auction process with the Board for O'Connor Hospital and Saint Louise Regional Hospital. The Board members discussed the process and different potential outcomes.

Mr. Chadwick presented a scorecard comparing offers received from Strategic Global Management ("SGM") and Prime Healthcare Services ("Prime"). Ms. Paul presented the attached Board resolution regarding the Asset Purchase Agreements with SGM and Prime. Copies of the Asset Purchase Agreements were provided to the Board members in the Board portal. The Board discussed the scoring of the offers, how each potential purchaser's plans fit Verity's mission and risks to completing the deals. The Board members carefully reviewed and vetted the potential purchasers with Mr. Chadwick and Mr. Moloney.

6. REVIEW

The board reviewed a draft of the stalking horse resolution, which is to be voted upon at a subsequent board meeting.

There being no further business before the Board, the meeting was adjourned at 3:18 PM

Terry Belmont, Secretary

February 7, 2019
Date

Exhibit A

1. Approval of October 9, 2018 Board of Directors Meeting Minutes
2. Resolution 2018-12-4-1 EMMA Filing
3. Memorandum Regarding FY18 Attorney General Reports

Exhibit B

See attached resolutions.

RESOLUTIONS OF THE BOARD OF DIRECTORS
OF
VERITY HEALTH SYSTEM OF CALIFORNIA, INC.

The board of directors (the "Board") of VERITY HEALTH SYSTEM OF CALIFORNIA, INC., a California nonprofit public benefit corporation (the "Company"), hereby adopts the following resolutions, at a duly-held meeting of the Board.

WHEREAS, the Company filed for protection under the provisions of chapter 11 of title 11 of the United States Code;

WHEREAS, in connection with such proceedings the Board has reviewed and discussed the recommendations of the advisors of the Company, including Dentons US LLP, Berkeley Research Group and Cain Bros.;

WHEREAS, the Company has been presented with an opportunity (the "Potential Transaction") to enter into an Asset Purchase Agreement (a "Purchase Agreement") with either of (i) Strategic Global Management, Inc., a California for-profit corporation ("SGM") or (ii) Prime Healthcare Services, Inc., a Delaware for-profit corporation ("Prime" and, together with SGM, each a "Purchaser") as a "stalking horse bidder" for the potential sale to Purchaser of the hospitals and other assets (the "Hospitals") owned by St. Francis Medical Center, a California nonprofit public benefit corporation ("SFMC"), St. Vincent Medical Center, a California nonprofit public benefit corporation ("SVMC"), and Seton Medical Center, a California nonprofit public benefit corporation ("SMC" and, together with SFMC and SVMC, the "Affiliates");

DRAFT

WHEREAS, the Board is approving the Purchase Agreements, with the ultimate choice between SGM and Prime to be made by the Executive Committee of the Board;

WHEREAS, the Company and Verity Holdings, LLC would sell certain related assets to the chosen Purchaser pursuant to the Potential Transaction as set forth in the Purchase Agreement; and

WHEREAS, the Board has reviewed and approved certain key terms of each Purchase Agreement set forth in a comparison chart prepared by management and Company counsel attached hereto as Exhibit A (the "Asset Purchase Agreement Comparison") and includes the purchase prices ("Purchase Price");

WHEREAS, Cain Bros. has demonstrated to the Board that Cain Bros. has actively and thoroughly marketed the Hospitals; and

WHEREAS, Berkeley Research Group has provided an independent analysis of the benefit to the estate regarding each proposed Purchase Agreement.

NOW, THEREFORE, the Board hereby determines that it is necessary, advisable and in the best interests of the Company that the following resolutions are hereby adopted:

RESOLVED, that Executive Committee of the Board shall determine whether Prime or SGM shall be the "stalking horse bidder;"

FURTHER RESOLVED, that the Potential Transactions and the Purchase Agreements, on substantially the terms presented to the Board in the Asset Purchase Agreement Comparison (with such deviations as may be approved by the officers of the Company after consultation with the Chair or, in the Chair's absence, the Vice Chair), with the chosen Purchaser as the "stalking horse bidder," and all documents incident thereto be, and the same hereby are, in all respects approved as being in the best interests of the Company for itself and acting as sole member of the Affiliates;

FURTHER RESOLVED, that it is the judgment of the Board that it is advisable and in the best interests of the Company and its direct and indirect affiliates, having considered the interests of creditors and other interested parties, that the Board approve each of the Purchase Prices;

FURTHER RESOLVED, that the officers of the Company, or any one or more of them, be, and each of them hereby is, authorized and directed, for and on behalf of the Company and the Affiliates, to execute and deliver the Purchase Agreement and to consummate the Potential Transaction, on substantially the same terms approved by these resolutions, with such changes thereto as the officer or officers executing the Purchase Agreement shall approve, such approval to be conclusively evidenced by such officer's or officers' execution and delivery thereof;

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FURTHER RESOLVED, that the officers of the Company, or any one or more of them, be, and each of them hereby is, authorized and directed, for and on behalf of the Company and the Affiliates, to execute, seal, attest and deliver all such instruments, certificates, agreements and other documents, to pay all such fees and expenses, and to do and perform all such acts and things as may be necessary or desirable to consummate the transactions contemplated by the Purchase Agreement; and

FURTHER RESOLVED, that any acts of the officers of the Company in connection with the Potential Transaction and the transactions contemplated by the Purchase Agreement, and of any person or persons designated or authorized to act by any officer of the Company in furtherance of such transactions, which acts would have been authorized by the foregoing resolutions, except that such acts were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved and adopted in all respects.

EXHIBIT A

Asset Purchase Agreement Comparison

See attached.

DRAFT 1

ASSET PURCHASE AGREEMENT COMPARISON

(Key Differences are Highlighted in red text)

APA Provision	KPC Draft 11/16/2018	Prime Draft 11/28/2018
APA Parties	Verity Health System of California, Inc., a California nonprofit public benefit corporation ("Verity"), Verity Holdings, LLC, a California limited liability company ("Verity Holdings"), St. Francis Medical Center, a California nonprofit public benefit corporation ("St. Francis"), St. Vincent Medical Center, a California nonprofit public benefit corporation ("St. Vincent"), Seton Medical Center, a California nonprofit public benefit corporation ("Seton") and Seton Medical Center Coastside, a California nonprofit public benefit corporation ("Seton Coastside") (Verity, Verity Holdings, St. Francis, St. Vincent, Seton and Seton Coastside are each referred to herein individually as a "Seller" and collectively as the "Sellers") Strategic Global Management, Inc., a California for-profit corporation ("Purchaser").	St. Francis Medical Center, a California nonprofit public benefit corporation ("St. Francis Medical Center"), St. Vincent Medical Center, a California nonprofit public benefit corporation ("St. Vincent Medical Center"), Seton Medical Center, a California nonprofit public benefit corporation ("Seton" and together with St. Francis Medical Center and St. Vincent Medical Center, collectively, the "Hospital Sellers"), Verity Holdings, LLC, a California limited liability company ("Verity Holdings"), and Verity Health System of California, Inc., a California nonprofit public benefit corporation ("Verity Health", and together with St. Francis Medical Center, St. Vincent Medical Center, Seton and Verity Holdings, each individually "Seller" and collectively, "Sellers") Prime Healthcare Services, Inc., a Delaware corporation ("Purchaser")
Consideration **APA § 1.1**	(a) Cash payment to Sellers (the "Cash Consideration") of Six Hundred Ten Million Dollars ($610,000,000.00), which shall be payable to Seller; plus (b) Payment of Cure Costs associated with any Assumed Leases and/ or Assumed Contracts. APA §5.9 Cure Costs: Purchaser, upon assumption, shall pay the Cure Costs for each Assumed Contract and Assumed Lease so that each such Assumed Contract and Assumed Lease may be assumed by the applicable Seller and assigned to Purchaser in accordance with the provisions of section 365 of the Bankruptcy Code, which amounts shall be deducted from the Purchase Price. For purposes of this Agreement, "Cure Costs", means all amounts that must be paid and all obligations that otherwise must be satisfied, including	(a) Purchase Price: (i) Cash payment by Purchaser to Sellers (the "Cash Consideration") of Four Hundred Million Dollars ($400,000,000), which shall be payable Three Hundred Twenty-Five Million Dollars ($325,000,000) to St. Francis Medical Center, Fifty-Five Million Dollars ($55,000,000) to St. Vincent Medical Center, Twenty Million Dollars ($20,000,000) to Seton for Seton Hospital and Seton Coastside Hospital; plus (ii) Assumption of Hospital Sellers' accrued vacation and other paid time off as of the Closing (which as of August 31, 2018 had an aggregate value of Twenty-Five Million Four Hundred Thousand Dollars ($25,400,000) (valued at Ten Million Two Hundred Thousand Dollars ($10,200,000) for St. Francis Medical Center, Six Million One Hundred Thousand Dollars ($6,100,000) for St. Vincent Medical Center, Eight Million One Hundred

APA Provision	KPC Draft 11/16/2018	Prime Draft 11/28/2018
	pursuant to Sections 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the assumption and/or assignment of the Assumed Contracts and Assumed Leases to Purchaser as provided herein. [Note: In KPC's draft KPC had added that Cure Costs would be deducted from the Purchase Price.] PACE is not included in KPC APA.	Thousand Dollars ($8,100,000) for Seton Hospital and One Million Dollars ($1,000,000) for Seton Coastside Hospital)); plus (iii) Assumption of Forty Million Dollars ($40,000,000) of indebtedness of Seton as Obligated Party and Property Owner under the (i) Agreement to Pay Assessment and Finance Improvements dated May 17, 2017 with California Statewide Communities Development Authority ("CSCDA") and (ii) Agreement to Pay Assessment and Finance Improvements dated May 18, 2017 with CSCDA (collectively the "Special Assessments") each associated with of the Property Assessed Clean Energy ("PACE") (seismic and clean energy) loans (collectively the "PACE Obligations"); plus (iv) Payment of Cure Costs (as defined below) associated with any Assumed Leases and/or Assumed Contracts as determined in accordance with Section 1.11 and Section 5.8, including but not limited to the Cure Costs for the Assumed Leases and/or Assumed Contracts identified on Schedule 1.1(a)(iv), and assumption of the other Assumed Obligations (as defined below); plus (v) Purchaser's agreement to exclude the Hospital Quality Assurance Fee Program payments, as set forth in Section 1.8(x), which is valued at [One Hundred Seventy Million Dollars ($170,000,000)].
Good Faith Deposit **APA § 1.2** **and** **Diligence Out**	1.2.1 On or prior to the Signing Date, Purchaser has made a good faith deposit in the amount of Ten Million Dollars ($10,000,000.00) by wire transfer to an account designated by Seller (such amount, as it may be increased as provided in this Section 1.2, is referred to herein as the "Deposit"). **[Diligence Out]** 1.2.2 Purchaser shall continue its due diligence investigation of Sellers during the thirty (30) day period following the Signing Date (such 30-day period is referred to herein as the "Final Diligence Period"). If Purchaser is not, in its sole and absolute discretion, satisfied with the results of its due diligence investigation during the Final Diligence Period, Purchaser may	Purchaser will make a good faith deposit in the amount of [Ten Million Dollars ($10,000,000)] (the "Deposit") by wire transfer to an account designated by Sellers, which shall be funded by Purchaser not later than five (5) business days after the Signing Date. The Deposit shall be refundable in all events, except in the event the Closing does not occur due to the Purchaser materially breaching its obligations under this Agreement. Upon Closing, the Deposit will be credited against the Purchase Price. **Diligence Out APA § 9.2(c):** (c) by Purchaser if, in its sole and absolute discretion, it is not satisfied with either (i) the results of its due diligence examination of the Hospitals, or (ii) the contents of any schedule

APA Provision	KPC Draft 11/16/2018	Prime Draft 11/28/2018
	terminate this Agreement pursuant to Section 9.1(c) (an "Early Termination"), in which case Sellers shall refund the Deposit plus any interest earned thereon no later than five (5) business days after delivery by Purchaser of a notice of Early Termination. 1.2.3 Unless this Agreement is terminated, Purchaser will: (a) increase the Deposit by $10,000,000.00, for a total Deposit of $20,000,000.00, no later than one (1) business day following the end of the Final Diligence Period; (b) increase the Deposit by additional $10,000,000.00, for a total Deposit of $30,000,000.00, no later than two (2) business days following the filing with the Bankruptcy Court of the Sales Procedures Motion as provided in Section 6.1(b); and (c) increase the Deposit by an additional $31,000,000.00, for a total Deposit of $61,000,000.00, no later than two (2) business days following Bankruptcy Court approval of the Sales Procedures Motion as provided in Section 6.1(c). 1.2.4 Unless this Agreement is terminated by Purchaser pursuant to its termination rights provided in this Agreement, the Deposit shall be non-refundable in all events, except in the event the Closing does not occur due to any of (i) Seller accepting the bid of a rival bidder, (ii) Sellers breaching any of their material obligations under this Agreement, (iii) any of the Closing conditions set forth in Section 8.2 (Bankruptcy Court Approval), Section 8.3 (Signing and Delivery of Instruments), Section 8.4 (Performance of Covenants), Section 8.5 (Closing Representations) and Section 8.7 (Attorney General Approval) shall have not been satisfied or waived by Purchaser on or before the Termination Date, or (iv) Purchaser has terminated this Agreement pursuant to Section 9.1(c). Upon Closing, the Deposit will be credited against the Purchase Price. Pending the Closing, or until this Agreement is terminated, the Deposit shall be held in an interest bearing account, with interest credited to Purchaser, at a financial institution mutually acceptable to Purchaser and Sellers. In addition, on the Signing Date, Purchaser shall deliver	or exhibit that was not completed and attached to this Agreement as of the Signing Date, but which has been provided to Purchaser no later than ten (10) calendar days after the Signing Date, and Purchaser has notified Seller of its election to terminate the Agreement under this Section 9.2(c) on or prior to the Bid Deadline, which notice may be given by facsimile or email correspondence, provided that for the avoidance of doubt, following expiration of the Final Diligence Period, notwithstanding anything else in this Section 9.2(c), Purchaser shall not be entitled to terminate this Agreement (or not Close) as a result of the breach of any representation or warranty made by Sellers (or any of them) other than the breach of a Sales Order Date Representation, but in each case solely to the extent such breach of a Sales Order Date Representation would result in a Material Adverse Effect; provided, further, that any dispute between Purchaser and Sellers as to whether a Material Adverse Effect has occurred for any purpose under this Agreement shall be exclusively settled by a determination made by the Bankruptcy Court;

APA Provision	KPC Draft 11/16/2018	Prime Draft 11/28/2018
	to Sellers executed binding commitment letters from its financing sources, in form and substance satisfactory to Sellers in their discretion. 1.2.5 During the Final Diligence Period, Sellers shall not enter into any other agreement or accept any other offer to sell the assets subject to this Agreement, except under a back-up arrangement that becomes effective only in the event this Agreement is properly terminated.	
Purchased Assets **APA § 1.7**	Purchaser shall acquire, all of each Seller's right, title and interest in and to only the following assets and properties, as such assets shall exist on the Closing Date, in each case (notwithstanding anything else in this Agreement) solely to the extent used primarily in the conduct of the Businesses and to the extent not included among the Excluded Assets, such transfer being deemed to be effective at the Effective Time: (a) Personal Property, (b) Licenses, (c) Assumed Leases, (d) Assumed Contracts, (e) all claims, rights, interests and proceeds except Excluded Settlements and Actions and Ch.5 causes of action not related to the Assumed Contracts or Assumed Leases, (f) Inventory, (g) other than Utility deposits Prepaids, (h) transferable records, manuals, forms, and related software (i) technology equipment, (j) see below, (k) see below, (l) see below, (m) see below, (n) **all insurance proceeds; (o) all surpluses arising out of any risk pools, (p) unclaimed property**; (q) warranties on the Assets, (r) manufacturer and vendor warranties, (s) marks and names, (t) goodwill; (u) telephone numbers, (v) Licenses, (w) any other assets owned by such Seller that are primarily used in the operation of the Hospital of such Seller.	Purchaser shall acquire, all of each Seller's right, title and interest in and to the following Assets, to the extent not included among the Excluded Assets, with such transfer being deemed to be effective at the Effective Time: (a) Personal Property, (b) Licenses, (c) Assumed Leases, (d) Assumed Contracts, (e) all claims, rights, interests and proceeds except Excluded Settlements and Actions and Ch.5 causes of action not related to the Assumed Contracts or Assumed Leases, (f) Inventory, (g) other than Utility deposits Prepaids, (h) transferable records, manuals, forms, (i) manufacturer and vendor warranties, (j) see below, (k) see below, (l) see below, (m) marks and names, (n) goodwill; (o) telephone numbers, (p) websites and social media, (q) provider agreements, (r) additional properties, (s) EMR, (t) Purchased Verity Holdings Assets, (u) AR causes of action and causes under Assumed Contracts and Assumed Leases, (v) any other assets owned by such Seller that are primarily used in the operation of the Hospital of such Seller, **(w) all of Seton's interest in and to the PACE Obligations.**
Permitted Exceptions **APA § 1.7**	As used herein, the term "Permitted Exceptions" means (i) the Assumed Obligations; (ii) liens for taxes not yet due and payable (iii) easements, rights of way, zoning ordinances and other similar encumbrances affecting real property; (iv) other imperfections of title or encumbrances, if any, which are not monetary in nature	As used herein, the term "Permitted Exceptions" means (i) the Assumed Obligations; (ii) the PACE Obligations; (iii) liens for taxes not yet due and payable; (iv) easements, rights of way, zoning ordinances and other similar encumbrances affecting real property; (v) other imperfections of title or encumbrances which

APA Provision	KPC Draft 11/16/2018	Prime Draft 11/28/2018
	and that are not, individually or in the aggregate, material to the business of the Hospital; and (v) any agreements made with any governmental authority in order to obtain any consent or approval, including, without limitation, in connection with the Medicare and Medi-Cal provider numbers.	are not monetary in nature and that are not, individually or in the aggregate, material to the business of the Hospitals; and (vi) other imperfections of title or encumbrances that are expressly identified on Schedule 1.7 hereof.
Treatment of DSH, Trauma Funding and QAF **APA § 1.7** **And** **APA § 1.8**	**Purchased Assets:** (j) all Disproportionate Share Hospital Payments and all Quality Assurance Fees to be paid for periods prior to and after the Effective Time; (k) all Hospital Care Assurance Program payments and payments from the State of California or any of its administrative entities or other entitles to support the Hospital (together with Medicare and California Medicaid supplemental payments, the "Supplemental Payments") received on and after the Effective Time regardless of the state fiscal year for which the Supplemental Payments are made in reference to and regardless of the state fiscal year for which the data was derived to calculate eligibility for such payments; (l) all accounts and interest thereupon, notes and interest thereupon and other receivables of such Seller, including, without limitation, accounts, notes or other amounts receivable, and all claims, rights, interests and proceeds related thereto, including all accounts and other receivables, disproportionate share payments and Seller Cost Report settlements related thereto, in each case arising from the rendering of services or provision of goods, products or supplies to inpatients and outpatients at the Hospital of such Seller, billed and unbilled, recorded and unrecorded, for services, goods, products and supplies provided by such Seller prior to the Effective Time whether payable by Medicare, Medicaid, or any other payor (including an insurance company), or any health care provider or network (such as a health maintenance organization, preferred provider organization or any other managed care program) or any fiscal intermediary of the foregoing, private pay patients, private insurance or by any other	**Purchased Assets:** (j) except as stated in Section 1.7(k) and Section 1.7(l), all rights of the Hospitals to payments from any governmental, administrative or regulatory entities to support the Hospitals, including but not limited to all net Disproportionate Share Hospital payments; (k) all rights of the Hospitals to Measure B trauma funding to be paid related to service periods ending on or after the Effective Time (solely to the extent collected after Closing); for the avoidance of doubt, any of the aforementioned payments, whether received before or after the Effective Time, that are in connection with services provided for any period prior to the Effective Time are not included as part of the Assets (and shall be Excluded Assets notwithstanding any other provision of this Agreement) and shall remain with Sellers (or if received by the Purchaser after the Effective Time, shall be returned to Sellers within thirty (30) calendar days of receipt); (l) except as stated in Section 1.7(k), all accounts and interest thereupon, notes and interest thereupon and other receivables of such Seller, including, without limitation, accounts, notes or other amounts receivable, and all claims, rights, interests and proceeds related thereto, including all accounts and other receivables, and Seller Cost Report settlements related thereto, in each case arising from the rendering of services or provision of goods, products or supplies to inpatients and outpatients at the Hospital of such Seller, billed and unbilled, recorded and unrecorded, for services, goods, products and supplies provided by such Seller prior to the Effective Time whether payable by Medicare, Medicaid, or any other payor (including an insurance

APA Provision	KPC Draft 11/16/2018	Prime Draft 11/28/2018
	source (collectively, "Accounts Receivable"); (m) other than the Excluded Settlements and Actions, all regulatory settlements, rebates, adjustments, refunds or group appeals, including without limitation pursuant to all cost reports filed by Sellers for payment or reimbursement from government payment programs and other payors with respect to periods prior to the Closing Date; [Note: KPC draft deleted QAF V Program and Measure B trauma funding language throughout.]	company), or any health care provider or network (such as a health maintenance organization, preferred provider organization or any other managed care program) or any fiscal intermediary of the foregoing, private pay patients, private insurance or by any other source (collectively, "Accounts Receivable"), provided that notwithstanding anything else in this Agreement, with respect to the California Department of Health Care Services Hospital Quality Assurance Fee Program (the "QAF V Program") the Assets shall include only the "QAF V Purchaser Net Payments" which shall be, with respect to each Hospital, an amount equal to the product of: (i) all payments received or to be received by such Hospital under the QAF V Program net of all payments made or required to be made by such Hospital in respect of the QAF V Program including payments to the California Health Foundation & Trust; multiplied by the ratio of (ii) (x) the total number of days between the Effective Time and June 30, 2019 divided by (y) 911. **Excluded Assets:** (x) except for the QAF V Purchaser Net Payments, all Hospital Quality Assurance Fee Program payments, including, without limitation, the QAF V Seller Net Payments which means with respect to each Hospital, an amount equal to the product of: (i) all payments received or to be received by such Hospital under the QAF V Program net of all payments made or required to be made by such Hospital in respect of the QAF V Program including payments to the California Health Foundation & Trust; multiplied by the ratio of (ii) (x) the total number of days between January 1, 2017 and the Effective Time, divided by (y) 911, which if such Hospital Quality Assurance Fee Program payments are received by the Purchaser after the Effective Time, shall be returned to Sellers within ninety (90) calendar days of receipt by Purchaser; (y) as referenced in Section 1.7(k), all Measure B trauma funding, whether received before or after the Effective Time, that are in connection with services provided for any period prior to the Effective Time. If such payments are received by Purchaser after the Effective Time, such payments shall be paid by Purchaser to

APA Provision	KPC Draft 11/16/2018	Prime Draft 11/28/2018
		Sellers within thirty (30) calendar days of receipt. To the extent any such payments relate to periods both prior to and after the Effective Time, Sellers' portion shall equal (1) the payment multiplied by the ratio of (2) (x) the total number of days between the beginning of the relevant service period and the Effective Time divided by (y) the total number of days in the service period the payment relates to. For example, if a future payment of $1,000 related to the service period of April 1, 2019 through June 30, 2019 was made after the Effective Time and the illustrative Closing Date was June 1, 2019, then Sellers' portion would be $681.32 ($1,000 x (62 days / 91 days));
Excluded Assets **APA § 1.8**	"Excluded Assets" include all Benefit Plans and the assets of all Benefit Plans; Contracts and Leases which are not assumed; inventory and assets disposed of by any Seller in the ordinary course of business after the Signing Date but prior to the Effective Time; all claims, counterclaims, and causes of action of each Seller or each Seller's bankruptcy estate; all insurance policies and contracts and coverages obtained by any Seller or listing a Seller as insured party, a beneficiary or loss payee; all bank accounts of each Seller (except as otherwise provided); all tax refunds of each Seller; and all accounts and interest thereupon, notes and interest thereupon and other receivables of Sellers. [Note QAF and Measure B sections were deleted from KPC draft]	In addition to the assets excluded in the KPC APA *see* the Treatment of DSH, Trauma Funding and QAF above.

APA Provision	KPC Draft 11/16/2018	Prime Draft 11/28/2018
Assumed Liabilities **APA § 1.9**	"Assumed Obligations" include all Assumed Contracts and Assumed Leases and all liabilities and obligations arising thereunder on and after the Effective Time, *including any Cure Costs*; all liabilities and obligations arising out of or relating to any act, omission, event, or occurrence connected with the use, ownership, or operation by Purchaser of the Businesses or any of the Assets on or after the Effective Time; all unpaid real and personal property taxes that are attributable to the Assets after the Effective Time, subject to prorations; and all liabilities and obligations arising on or following the Effective Time relating to utilities being furnished to the Assets, subject to prorations. Both APAs include a Schedule for other obligations and liabilities.	"Assumed Obligations" in KPC APA with the following variations: • all accrued paid time off pay for Hired Employees up to a maximum of 300 hours per Hired Employee; • all liabilities and obligations of such Seller related to the Hired Employees for periods following the Effective Time; provided, however, that Purchaser does not assume, and each such Seller shall remain fully and solely responsible for any duties, obligations or liabilities arising from or related to employment-related documentation required to be maintained by such Seller prior to the Effective Time, including but not limited to, documentation of I-9 compliance for the Hired Employees; • fifty percent (50%) of any documentary, sales and transfer tax liabilities of such Seller incurred as a result of the consummation of the transaction contemplated by this Agreement; and **Deleted**: QAF IV and QAF V fees due and owing by the Hospitals beginning as of the Closing Date
Excluded Liabilities **APA § 1.10**	Purchaser shall not assume or become responsible for any duties, obligations, or liabilities of any Seller other than the Assumed Obligations.	Substantially the same.
Designation of Assumed Contracts and Assumed Leases **APA § 1.11**	Not later than ten (10) days after entry of the Sale Order (i) Purchaser shall notify each Seller in writing of which Evaluated Contracts are to be assumed by such Seller and assigned to Purchaser, and (ii) Purchaser shall notify each Seller in writing signed and dated by Purchaser of which Evaluated Contracts are to be rejected by such Seller (collectively, the "Rejected Contracts").	Not later than the Bid Deadline, Sellers shall provide Purchaser the amount that must be paid and all obligations that must be satisfied in order for Sellers to assign and Purchaser to assume such Evaluated Contract. Not later than sixty (60) days after entry of the Sale Order (i) Purchaser shall notify each Seller in writing of which Evaluated Contracts are to be assumed by such Seller and assigned to Purchaser, and (ii) Purchaser shall notify each Seller in writing signed and dated by Purchaser of which Evaluated Contracts are to be rejected by such Seller (collectively, the

APA Provision	KPC Draft 11/16/2018	Prime Draft 11/28/2018
		"Rejected Contracts").
Unions; Collective Bargaining Agreements	APA § 1.9 Assumed Obligations: (i) any and all liabilities and obligations arising under the law or bankruptcy court order(s) relating to any collective bargaining agreement or other contract with any labor union or labor relations entity applicable to and/or covering employees of the Hospital; APA § 5.3 Certain Employment Matters: (d) With respect to any collective bargaining agreements or labor contract with respect to any union employees, Purchaser shall comply with the applicable laws and bankruptcy court orders relating to collective bargaining agreements or labor contracts.	APA Art. 2 Representations and Warranties of Sellers: 2.15 Required Consents. Except as set forth in Schedule 2.15, and other than in connection with any Licenses, any provider agreements (including any such agreements with a governmental authority), the CA AG (defined below) and any collective bargaining agreement, Sellers are not a party to or bound by, nor are any of the Assets subject to, any mortgage, or any material lien, deed of trust, material lease, or material contract or any material order, judgment or decree which, after giving effect to the Sale Order (a) will require the consent of any third party to the execution of this Agreement or (b) will require the consent of any third party to consummate the transactions contemplated by this Agreement. APA Art. 4 Covenants of Sellers: 4.7 Contract with Unions. Representatives of Sellers who are parties to collective bargaining agreements and Purchaser shall meet and confer from time to time as reasonably requested by either party to discuss strategic business options and alternative approaches in negotiating each collective bargaining agreement. The applicable Sellers and Purchaser shall each participate in all union negotiations related to any specific collective bargaining agreement. Promptly following the Signing Date, applicable Sellers shall use commercially reasonable efforts to initiate discussions with Purchaser and conduct discussions to renegotiate each collective bargaining agreement currently in effect with each applicable union. The applicable Sellers will not unreasonably withhold, condition or delay approval or implementation of any successfully renegotiated collective bargaining agreement. The parties recognize that an applicable Seller's failure to secure a modification to any collective bargaining agreement, or to conclude a successor collective bargaining agreement shall not be a breach of Sellers' obligation under this Agreement, provided that if the unions refuse to negotiate, or otherwise are not timely,

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		reasonable or realistic in renegotiating, the collective bargaining agreements during the period between the Signing Date and the Closing Date, Sellers and Purchaser will jointly consider, and negotiate mutually in good faith, alternative approaches that may be available and/or necessary to reduce Sellers' labor cost structure, including, but not limited to, seeking to reject the collective bargaining agreement(s). APA § 5.3 Certain Employment Matters: (f) With respect to any collective bargaining agreements or labor contract with respect to any employees, Purchaser shall comply with the applicable laws and bankruptcy court orders relating to collective bargaining agreements or labor contracts and the provisions of Section 4.6, hereof. Art. 5 Covenants of Purchaser: 5.9 Contract with Unions. Representatives of Sellers who are parties to collective bargaining agreements and Purchaser shall meet and confer from time to time as reasonably requested by either party to discuss strategic business options and alternative approaches in negotiating each collective bargaining agreement. The applicable Sellers and Purchaser shall each participate in all union negotiations related to any specific collective bargaining agreement. Promptly following the Signing Date, applicable Sellers shall use commercially reasonable efforts to initiate discussions with Purchaser and conduct discussions to renegotiate each collective bargaining agreement currently in effect with each applicable union. The applicable Sellers will not unreasonably withhold, condition or delay approval or implementation of any successfully renegotiated collective bargaining agreement. The parties recognize that an applicable Seller's failure to secure a modification to any collective bargaining agreement, or to conclude a successor collective bargaining agreement shall not be a breach of Sellers' obligation under this Agreement, provided that if the unions refuse to negotiate, or otherwise are not timely, reasonable or realistic in renegotiating, the collective bargaining agreements during the period between the Signing Date and the

APA Provision	KPC Draft 11/16/2018	Prime Draft 11/28/2018
		Closing Date, Sellers and Purchaser will jointly consider, and negotiate mutually in good faith, alternative approaches that may be available and/or necessary to reduce Sellers' labor cost structure, including, but not limited to, seeking to reject the collective bargaining agreement(s).
Closing and Diligence Period **APA § 1.3**	The Closing Date shall occur within five (5) business days following the satisfaction or waiver of the conditions precedent to Closing set forth in in Articles 7 and 8 of the APA. APA § 1.2.2: Final Diligence Period is the 30-day period following the Signing Date.	The Closing Date shall occur within five (5) business days following the satisfaction or waiver of the conditions precedent to Closing set forth in in Articles 7 and 8 of the APA. APA § 1.12: Final Diligence Period is from the Signing Date until the Bid Deadline.
Conduct of Business Prior to Closing	APA § 4.6 11/16 Draft did not include Material Adverse Effect language. From the Effective Date until Closing, Sellers shall continue to operate the Hospitals as presently operated, and consistent with such operation, use commercially reasonable efforts to maintain insurance, pay stay bonuses if permitted by the Bankruptcy Court, maintain the Assets in materially the same condition, perform obligations under contracts, allow for offers of post-Closing employment, timely correct material deficiencies cited by a governmental authority, comply in all material respects with legal requirements, and maintain all material approvals, permits and environmental permits.	APA § 4.8 Prime Deleted: "in each case except as would not have a Material Adverse Effect" Language is substantially the same in both APAs.

APA Provision	KPC Draft 11/16/2018	Prime Draft 11/28/2018
Attorney General Approval **APA § 7.5**	7.5 Attorney General Approval. Purchaser recognizes that transactions contemplated by this Agreement are subject to review and approval of the Attorney General of the State of California. Purchaser agrees to close the transactions contemplated by this Agreement notwithstanding any conditions imposed by the Attorney General of the State of California, provided those conditions are no worse than the conditions described in a schedule to be provided to the Sellers by Purchaser promptly following the expiration of the Final Diligence Period (which schedule would be filed with the Bankruptcy Court under seal). Purchaser agrees that its determination of whether to close the transactions contemplated by this Agreement due to conditions imposed by the Attorney General of the State of California (if such conditions are worse as described in the immediately preceding sentence) is subject to Bankruptcy Court review of such other standard agreed to by the parties.	7.5 Attorney General Provisions. Purchaser recognizes that transactions contemplated by this Agreement may be subject to review and approval of the CA AG. Purchaser agrees to close the transactions contemplated by this Agreement, so long as any conditions imposed by the CA AG are substantially consistent with the conditions set forth on Schedule 8.6 or the Bankruptcy Court compels the CA AG to approve the transaction based on the conditions set forth on Schedule 8.6. In the event the CA AG imposes conditions on the transactions contemplated by this Agreement which are not substantially consistent with Schedule 8.6, then Purchaser shall not be required to consummate the transactions contemplated by this Agreement unless any such conditions are satisfactory to Purchaser, in Purchaser's sole discretion. Sellers shall be entitled (in their sole discretion) to challenge any of the conditions imposed by the CA AG which are not substantially consistent with Schedule 8.6, by litigation or otherwise as Sellers shall elect.
Bid Protections **APA Art. 6**	"Break-Up Fee" shall mean a breakup fee in the amount of $30,500,000. (5% of the Purchase Price) Expense Reimbursement not addressed. The Agreement will terminate immediately after Purchaser is paid its Deposit plus interest and the Break-Up Fee. 11/16 Draft is silent as to whether the Break-Up fee would be paid if KPC purchased some of the Assets.	"Break-Up Fee" shall mean a breakup fee in the amount of $15,000,000. The "Expense Reimbursement" shall mean reasonable costs and expenses incurred by Purchaser related to its due diligence, and pursuing, negotiating, and documenting the transaction(s) contemplated by the APA. Expense Reimbursement shall not exceed $2,350,000. The "Bid Protections" shall collectively mean the Breakup Fee and the Expense Reimbursement. The Bid Protections shall be payable pursuant to the terms of the APA in the event that the APA is terminated due to Sellers' consummation of an Alternative Transaction and/or under such other conditions specified in the APA.

APA Provision	KPC Draft 11/16/2018	Prime Draft 11/28/2018
Buyer's Termination Rights **APA Art. 9**	Note: Material Casualty not addressed in KPC APA. The APA may be terminated at any time prior to Closing by Purchaser if a material breach of the APA has been committed by Sellers. Purchaser may terminate the APA prior to end of Final Diligence Period. The APA may also be terminated by Purchaser or Sellers in the event that (i) the Bankruptcy Case is dismissed, or (ii) Closing has not occurred by [DATE]. *See* Diligence Out summarized above. APA Art. 6: If Sellers fails to obtain Bankruptcy Court approval for the Sales Procedures Motion by no later than [DATE], Purchaser shall have the right to terminate this Agreement, without recourse or liability, and Seller shall immediately thereafter return to Purchaser the Deposit and any interest earned thereon.	Purchaser may terminate the APA upon 5 days prior notice after a Material Casualty. Damage or destruction to the Assets shall be deemed a "Material Casualty" if, as reasonably determined by the parties, the estimated uninsured cost to repair such damage or destruction in the aggregate (the "Aggregate Damage") exceeds Fifteen Million Dollars ($15,000,000). *See* Diligence Out summarized above. Other termination rights in Art 9 are substantially the same in both APAs.

ASSET PURCHASE AGREEMENT COMPARISON

Comparison of the treatment of: (1) **QAF**, California Department of Health Care Services Hospital Quality Assurance Fee Programs IV ("QAF IV") and V ("QAF V"); (2) **DSH**, Disproportionate Share Hospital Payments; and (3) **Measure B trauma funding**.

Asset	KPC Draft 11/30/2018	Prime Draft 11/28/2018
QAF	**Summary:** KPC acquires all QAF as of the Signing Date, with the purchase price being increased at closing for any payments made by the Hospital Sellers under the QAF Program between the Signing Date and the Effective Time and decreased by all QAF payments received by the Hospital Sellers during such period. Purchaser will assume obligations needed to support ongoing Hospital Quality Assurance Fee Program payments. The Assets exclude QAF IV or QAF V payments actually received by the Hospitals prior to the Signing Date. Relevant APA Provisions: **APA § 1.1 Purchase Price:** (c) At the Closing, Purchaser shall pay to Sellers, by wire transfer of immediately available funds to the accounts specified by Sellers to Purchaser in writing, an aggregate amount equal to the Cash Consideration, plus any payments made by Hospital Sellers between the Signing Date and the Effective Time under the QAF Program, minus any payments received by Hospital Sellers between the Signing Date and the Effective Time under the QAF Program plus any amounts (x) held by the PACE Trustee as an interest or fee reserve on account the PACE Obligations on the Closing Date and (y) remitted to CSCDA by Seton pursuant to the Special Assessments from and after the date of execution of this Agreement by Buyer up to and including the Closing Date, minus the Deposit (defined below). (d) For purposes of this Agreement, the "QAF Program" means the California Department of Health Care Services Hospital Quality Assurance Fee Programs IV ("QAF IV") and V ("QAF V") For the avoidance of any doubt, payment of any QAF IV or QAF V fees due prior to the Signing Date shall be	**Summary:** Prime acquires only the "QAF V Purchaser Net Payments" which shall be, with respect to each Hospital, an amount equal to the product of: (i) all payments received or to be received by such Hospital under the QAF V Program net of all payments made or required to be made by such Hospital in respect of the QAF V Program including payments to the California Health Foundation & Trust; multiplied by the ratio of (ii) (x) the total number of days between the Effective Time and June 30, 2019 divided by (y) 911. The Assets exclude the QAF V Seller Net Payments which means with respect to each Hospital, an amount equal to the product of: (i) all payments received or to be received by such Hospital under the QAF V Program net of all payments made or required to be made by such Hospital in respect of the QAF V Program including payments to the California Health Foundation & Trust; multiplied by the ratio of (ii) (x) the total number of days between January 1, 2017 and the Effective Time, divided by (y) 911, which if such Hospital Quality Assurance Fee Program payments are received by the Purchaser after the Effective Time, shall be returned to Sellers within ninety (90) calendar days of receipt by Purchaser. Purchaser shall not assume or become responsible for any QAF V fees that become due and owing by the Hospitals prior to the Closing Date. Relevant APA Provisions: **APA § 1.1 Purchase Price:** (v) Purchaser's agreement to exclude the Hospital Quality Assurance Fee Program payments, as set forth in Section 1.8(x), which is valued at [One Hundred Seventy Million Dollars ($170,000,000)].

Asset	KPC Draft 11/30/2018	Prime Draft 11/28/2018
	the responsibility of Sellers, with Sellers entitled to all QAF IV and QAF V payments made to the Hospitals prior to the Signing Date. Any QAF IV or QAF V fees due on and after the Signing Date shall be the responsibility of Purchaser, with Purchaser entitled to all QAF IV and QAF V payments made to the Hospitals on and after the Signing Date, with such amounts to be paid or reimbursed as provided above in Section 1.1(c). **APA § 1.7 Transfer of Assets of Seller:** (k) Except for as stated in Section 1.7(j), all accounts and interest thereupon, notes and interest thereupon and other receivables of such Seller, *** (collectively, "Accounts Receivable"); for the avoidance of doubt, the Assets include all supplemental and other payments received by the Hospitals on and after the Signing Date under both the fee for service and managed care components of QAF IV and QAF V, regardless of the service period covered by any such payments. **APA § 1.8 Excluded Assets:** (aa) QAF IV or QAF V payments actually received by the Hospitals prior to the Signing Date; **APA § 1.9 Assumed Obligations:** (k) any obligations or liabilities Purchaser may desire or need to assume in order to have the Certifications/Licenses/Permits identified on Schedule 1.7(b) reissued to Purchaser as well as any liabilities or obligations associated with Sellers' Medicare provider agreements, to the extent assumed by Purchaser, and any Medi-Cal liabilities or obligations needed to support ongoing Hospital Quality Assurance Fee Program payments; **APA § 1.10 Excluded Liabilities:** Purchaser shall not assume or become responsible for any duties, obligations or liabilities of any Seller that are not assumed by Purchaser pursuant to the terms of this Agreement, the Bill of Sale, the Assumption Agreement or the Real Estate Assignment(s) (the "Excluded Liabilities"), ***. For the	**APA § 1.7 Transfer of Assets of Seller:** (l) except as stated in Section 1.7(k), all *** Accounts Receivable, provided that notwithstanding anything else in this Agreement, with respect to the California Department of Health Care Services Hospital Quality Assurance Fee Program (the "QAF V Program") the Assets shall include only the "QAF V Purchaser Net Payments" which shall be, with respect to each Hospital, an amount equal to the product of: (i) all payments received or to be received by such Hospital under the QAF V Program net of all payments made or required to be made by such Hospital in respect of the QAF V Program including payments to the California Health Foundation & Trust; multiplied by the ratio of (ii) (x) the total number of days between the Effective Time and June 30, 2019 divided by (y) 911. **APA § 1.8 Excluded Assets:** (x) except for the QAF V Purchaser Net Payments, all Hospital Quality Assurance Fee Program payments, including, without limitation, the QAF V Seller Net Payments which means with respect to each Hospital, an amount equal to the product of: (i) all payments received or to be received by such Hospital under the QAF V Program net of all payments made or required to be made by such Hospital in respect of the QAF V Program including payments to the California Health Foundation & Trust; multiplied by the ratio of (ii) (x) the total number of days between January 1, 2017 and the Effective Time, divided by (y) 911, which if such Hospital Quality Assurance Fee Program payments are received by the Purchaser after the Effective Time, shall be returned to Sellers within ninety (90) calendar days of receipt by Purchaser;; **APA § 1.10 Excluded Liabilities:**

Asset	KPC Draft 11/30/2018	Prime Draft 11/28/2018
	avoidance of any doubt, Purchaser shall not assume or become responsible for any QAF IV or QAF V fees that become due and owing by the Hospitals prior to the Signing Date, except to the extent such fees result in a Purchase Price adjustment pursuant to Section 1.1 (c).	*** For the avoidance of any doubt, Purchaser shall not assume or become responsible for any QAF V fees that become due and owing by the Hospitals prior to the Closing Date.
DSH	**Summary:** KPC acquires all DSH. Relevant APA Provisions: **APA § 1.7 Transfer of Assets of Seller:** (j) all Disproportionate Share Hospital Payments and Measure B trauma funding to be paid related to service periods ending on or after the Signing Date; (k) Except for as stated in Section 1.7(j), all accounts and interest thereupon, notes and interest thereupon and other receivables of such Seller, including, without limitation, accounts, notes or other amounts receivable, disproportionate share payments and all claims, rights, interests and proceeds related thereto…	**Summary:** Prime acquires all net DSH payments. Relevant APA Provisions: **APA § 1.7 Transfer of Assets of Seller:** (j) except as stated in Section 1.7(k) and Section 1.7(l), all rights of the Hospitals to payments from any governmental, administrative or regulatory entities to support the Hospitals, including but not limited to all net Disproportionate Share Hospital payments;
Measure B Trauma Funding	**Summary:** KPC acquires all Measure B trauma funding. Relevant APA Provisions: **APA § 1.7 Transfer of Assets of Seller:** (j) all Disproportionate Share Hospital Payments and Measure B trauma funding to be paid related to service periods ending on or after the Signing Date; (k) Except for as stated in Section 1.7(j), all accounts and interest thereupon, notes and interest thereupon and other receivables of such Seller, including, without limitation, accounts, notes or other amounts receivable, disproportionate share payments and all claims, rights, interests and proceeds related thereto, including all accounts and other receivables, and Seller Cost Report settlements related thereto, in each case arising from the rendering of services or provision of goods,	**Summary:** Prime acquires all Measure B trauma funding to be paid related to service periods ending on or after the Effective Time (solely to the extent collected after Closing). The Assets exclude all Measure B trauma funding, whether received before or after the Effective Time, that are in connection with services provided for any period prior to the Effective Time. To the extent any such payments relate to periods both prior to and after the Effective Time, Sellers' portion shall equal (1) the payment multiplied by the ratio of (2) (x) the total number of days between the beginning of the relevant service period and the Effective Time divided by (y) the total number of days in the service period the payment relates to. Relevant APA Provisions: **APA § 1.7 Transfer of Assets of Seller:** (k) all rights of the Hospitals to Measure B trauma

Asset	KPC Draft 11/30/2018	Prime Draft 11/28/2018
	products or supplies to inpatients and outpatients at the Hospital of such Seller, billed and unbilled, recorded and unrecorded, for services, goods, products and supplies provided by such Seller prior to the Effective Time whether payable by Medicare, Medicaid, or any other payor (including an insurance company), or any health care provider or network (such as a health maintenance organization, preferred provider organization or any other managed care program) or any fiscal intermediary of the foregoing, private pay patients, private insurance or by any other source (collectively, "Accounts Receivable"); for the avoidance of doubt, the Assets include all supplemental and other payments received by the Hospitals on and after the Signing Date under both the fee for service and managed care components of QAF IV and QAF V, regardless of the service period covered by any such payments.	funding to be paid related to service periods ending on or after the Effective Time (solely to the extent collected after Closing); for the avoidance of doubt, any of the aforementioned payments, whether received before or after the Effective Time, that are in connection with services provided for any period prior to the Effective Time are not included as part of the Assets (and shall be Excluded Assets notwithstanding any other provision of this Agreement) and shall remain with Sellers (or if received by the Purchaser after the Effective Time, shall be returned to Sellers within thirty (30) calendar days of receipt); **APA § 1.8 Excluded Assets:** (y) as referenced in Section 1.7(k), all Measure B trauma funding, whether received before or after the Effective Time, that are in connection with services provided for any period prior to the Effective Time. If such payments are received by Purchaser after the Effective Time, such payments shall be paid by Purchaser to Sellers within thirty (30) calendar days of receipt. To the extent any such payments relate to periods both prior to and after the Effective Time, Sellers' portion shall equal (1) the payment multiplied by the ratio of (2) (x) the total number of days between the beginning of the relevant service period and the Effective Time divided by (y) the total number of days in the service period the payment relates to. For example, if a future payment of $1,000 related to the service period of April 1, 2019 through June 30, 2019 was made after the Effective Time and the illustrative Closing Date was June 1, 2019, then Sellers' portion would be $681.32 ($1,000 x (62 days / 91 days));

Title 11, California Code of Regulations, § 999.5(d)(1)(C)

Exhibit 2

VERITY HEALTH SYSTEM OF CALIFORNIA, INC.
BOARD OF DIRECTORS MEETING

Tuesday, December 11, 2018

Telephonic

MINUTES

PRESENT
Terry Belmont, *Secretary*
Jack Krouskup, *Board Chair*
Andrew Pines, *Vice Chair*
Charles Patton
Ernest Agatstein
Jim Barber
Chris Selecky

MANAGEMENT/ STAFF
Richard Adcock, Chief Executive Officer
Elspeth Paul, General Counsel
Jessica M. Davis, Exec. Assistant, *Recorder*

GUESTS
John Chesley, Ropes & Gray LLP
Peter Chadwick, Berkeley Research Group
David Galfus, Berkeley Research Group
Tania Moyron, Dentons LLC
Sam Maizel, Dentons LLC

A quorum being present, the Board Meeting was called to order at 8:17 AM.

Mr. Chadwick provided a full review of the current Asset Purchase Agreements for sale of the assets of St. Francis, St. Vincent, Seton Medical Center and related operations in a single transaction and the financial impact for VHS.

Mr. Adcock discussed with the Board that the final stalking horse bidder would not be presented to the Board for approval until there is no financing contingency and noted for the Board that today's call was informational only, providing an update on where we are in the process and what next steps are.

There being no further business before the Board, the meeting was adjourned at 9:15 AM and moved into executive session.

[redacted]
Terry Belmont, Secretary

Date: February 7, 2019

VERITY HEALTH SYSTEM OF CALIFORNIA, INC.
BOARD OF DIRECTORS MEETING
EXECUTIVE SESSION

Tuesday, December 11, 2018

Telephonic

MINUTES

PRESENT
Terry Belmont, *Secretary*
Jack Krouskup, *Board Chair*
Andrew Pines, *Vice Chair*
Charles Patton
Ernest Agatstein
Jim Barber
Chris Selecky

GUEST
John Chesley, Ropes & Gray LLP

A quorum being present, the executive session of the Board was called to order at 9:15 AM.

Following the advisors' presentation of the status and comparison of the negotiations and terms of the offers from Strategic Global Management, Inc. and Prime Health Services, the Board remained in conference for an attorney-client privileged discussion.

There being no further business before the Board, the meeting was adjourned at 9:30 AM.

[redacted]
Terry Belmont, Secretary

February 7, 2019
Date

Title 11, California Code of Regulations, § 999.5(d)(1)(C)

Exhibit 3

ASSET PURCHASE AGREEMENT COMPARISON

(Key Differences are Highlighted in red text)

APA Provision	KPC Draft 11/16/2018	Prime Draft 11/28/2018
APA Parties	Verity Health System of California, Inc., a California nonprofit public benefit corporation ("Verity"), Verity Holdings, LLC, a California limited liability company ("Verity Holdings"), St. Francis Medical Center, a California nonprofit public benefit corporation ("St. Francis"), St. Vincent Medical Center, a California nonprofit public benefit corporation ("St. Vincent"), Seton Medical Center, a California nonprofit public benefit corporation ("Seton") and Seton Medical Center Coastside, a California nonprofit public benefit corporation ("Seton Coastside") (Verity, Verity Holdings, St. Francis, St. Vincent, Seton and Seton Coastside are each referred to herein individually as a "Seller" and collectively as the "Sellers") Strategic Global Management, Inc., a California for-profit corporation ("Purchaser").	St. Francis Medical Center, a California nonprofit public benefit corporation ("St. Francis Medical Center"), St. Vincent Medical Center, a California nonprofit public benefit corporation ("St. Vincent Medical Center"), Seton Medical Center, a California nonprofit public benefit corporation ("Seton" and together with St. Francis Medical Center and St. Vincent Medical Center, collectively, the "Hospital Sellers"), Verity Holdings, LLC, a California limited liability company ("Verity Holdings"), and Verity Health System of California, Inc., a California nonprofit public benefit corporation ("Verity Health", and together with St. Francis Medical Center, St. Vincent Medical Center, Seton and Verity Holdings, each individually "Seller" and collectively, "Sellers") Prime Healthcare Services, Inc., a Delaware corporation ("Purchaser")
Consideration **APA § 1.1**	(a) Cash payment to Sellers (the "Cash Consideration") of Six Hundred Ten Million Dollars ($610,000,000.00), which shall be payable to Seller; plus (b) Payment of Cure Costs associated with any Assumed Leases and/ or Assumed Contracts. APA §5.9 Cure Costs: Purchaser, upon assumption, shall pay the Cure Costs for each Assumed Contract and Assumed Lease so that each such Assumed Contract and Assumed Lease may be assumed by the applicable Seller and assigned to Purchaser in accordance with the provisions of section 365 of the Bankruptcy Code, which amounts shall be deducted from the Purchase Price. For purposes of this Agreement, "Cure Costs", means all amounts that must be paid and all obligations that otherwise must be satisfied, including	(a) Purchase Price: (i) Cash payment by Purchaser to Sellers (the "Cash Consideration") of Four Hundred Million Dollars ($400,000,000), which shall be payable Three Hundred Twenty-Five Million Dollars ($325,000,000) to St. Francis Medical Center, Fifty-Five Million Dollars ($55,000,000) to St. Vincent Medical Center, Twenty Million Dollars ($20,000,000) to Seton for Seton Hospital and Seton Coastside Hospital; plus (ii) Assumption of Hospital Sellers' accrued vacation and other paid time off as of the Closing (which as of August 31, 2018 had an aggregate value of Twenty-Five Million Four Hundred Thousand Dollars ($25,400,000) (valued at Ten Million Two Hundred Thousand Dollars ($10,200,000) for St. Francis Medical Center, Six Million One Hundred Thousand Dollars ($6,100,000) for St. Vincent Medical Center, Eight Million One Hundred

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	pursuant to Sections 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the assumption and/or assignment of the Assumed Contracts and Assumed Leases to Purchaser as provided herein. [Note: In KPC's draft KPC had added that Cure Costs would be deducted from the Purchase Price.] PACE is not included in KPC APA.	Thousand Dollars ($8,100,000) for Seton Hospital and One Million Dollars ($1,000,000) for Seton Coastside Hospital)); plus (iii) Assumption of Forty Million Dollars ($40,000,000) of indebtedness of Seton as Obligated Party and Property Owner under the (i) Agreement to Pay Assessment and Finance Improvements dated May 17, 2017 with California Statewide Communities Development Authority ("CSCDA") and (ii) Agreement to Pay Assessment and Finance Improvements dated May 18, 2017 with CSCDA (collectively the "Special Assessments") each associated with of the Property Assessed Clean Energy ("PACE") (seismic and clean energy) loans (collectively the "PACE Obligations"); plus (iv) Payment of Cure Costs (as defined below) associated with any Assumed Leases and/or Assumed Contracts as determined in accordance with Section 1.11 and Section 5.8, including but not limited to the Cure Costs for the Assumed Leases and/or Assumed Contracts identified on Schedule 1.1(a)(iv), and assumption of the other Assumed Obligations (as defined below); plus (v) Purchaser's agreement to exclude the Hospital Quality Assurance Fee Program payments, as set forth in Section 1.8(x), which is valued at [One Hundred Seventy Million Dollars ($170,000,000)].
Good Faith Deposit APA § 1.2 and Diligence Out	1.2.1 On or prior to the Signing Date, Purchaser has made a good faith deposit in the amount of Ten Million Dollars ($10,000,000.00) by wire transfer to an account designated by Seller (such amount, as it may be increased as provided in this Section 1.2, is referred to herein as the "Deposit"). **[Diligence Out]** 1.2.2 Purchaser shall continue its due diligence investigation of Sellers during the thirty (30) day period following the Signing Date (such 30-day period is referred to herein as the "Final Diligence Period"). If Purchaser is not, in its sole and absolute discretion, satisfied with the results of its due diligence investigation during the Final Diligence Period, Purchaser may	Purchaser will make a good faith deposit in the amount of [Ten Million Dollars ($10,000,000)] (the "Deposit") by wire transfer to an account designated by Sellers, which shall be funded by Purchaser not later than five (5) business days after the Signing Date. The Deposit shall be refundable in all events, except in the event the Closing does not occur due to the Purchaser materially breaching its obligations under this Agreement. Upon Closing, the Deposit will be credited against the Purchase Price. **Diligence Out APA § 9.2(c):** (c) by Purchaser if, in its sole and absolute discretion, it is not satisfied with either (i) the results of its due diligence examination of the Hospitals, or (ii) the contents of any schedule

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	terminate this Agreement pursuant to Section 9.1(c) (an "Early Termination"), in which case Sellers shall refund the Deposit plus any interest earned thereon no later than five (5) business days after delivery by Purchaser of a notice of Early Termination. 1.2.3 Unless this Agreement is terminated, Purchaser will: (a) increase the Deposit by $10,000,000.00, for a total Deposit of $20,000,000.00, no later than one (1) business day following the end of the Final Diligence Period; (b) increase the Deposit by additional $10,000,000.00, for a total Deposit of $30,000,000.00, no later than two (2) business days following the filing with the Bankruptcy Court of the Sales Procedures Motion as provided in Section 6.1(b); and (c) increase the Deposit by an additional $31,000,000.00, for a total Deposit of $61,000,000.00, no later than two (2) business days following Bankruptcy Court approval of the Sales Procedures Motion as provided in Section 6.1(c). 1.2.4 Unless this Agreement is terminated by Purchaser pursuant to its termination rights provided in this Agreement, the Deposit shall be non-refundable in all events, except in the event the Closing does not occur due to any of (i) Seller accepting the bid of a rival bidder, (ii) Sellers breaching any of their material obligations under this Agreement, (iii) any of the Closing conditions set forth in Section 8.2 (Bankruptcy Court Approval), Section 8.3 (Signing and Delivery of Instruments), Section 8.4 (Performance of Covenants), Section 8.5 (Closing Representations) and Section 8.7 (Attorney General Approval) shall have not been satisfied or waived by Purchaser on or before the Termination Date, or (iv) Purchaser has terminated this Agreement pursuant to Section 9.1(c). Upon Closing, the Deposit will be credited against the Purchase Price. Pending the Closing, or until this Agreement is terminated, the Deposit shall be held in an interest bearing account, with interest credited to Purchaser, at a financial institution mutually acceptable to Purchaser and Sellers. In addition, on the Signing Date, Purchaser shall deliver	or exhibit that was not completed and attached to this Agreement as of the Signing Date, but which has been provided to Purchaser no later than ten (10) calendar days after the Signing Date, and Purchaser has notified Seller of its election to terminate the Agreement under this Section 9.2(c) on or prior to the Bid Deadline, which notice may be given by facsimile or email correspondence, provided that for the avoidance of doubt, following expiration of the Final Diligence Period, notwithstanding anything else in this Section 9.2(c), Purchaser shall not be entitled to terminate this Agreement (or not Close) as a result of the breach of any representation or warranty made by Sellers (or any of them) other than the breach of a Sales Order Date Representation, but in each case solely to the extent such breach of a Sales Order Date Representation would result in a Material Adverse Effect; provided, further, that any dispute between Purchaser and Sellers as to whether a Material Adverse Effect has occurred for any purpose under this Agreement shall be exclusively settled by a determination made by the Bankruptcy Court;

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	to Sellers executed binding commitment letters from its financing sources, in form and substance satisfactory to Sellers in their discretion. 1.2.5 During the Final Diligence Period, Sellers shall not enter into any other agreement or accept any other offer to sell the assets subject to this Agreement, except under a back-up arrangement that becomes effective only in the event this Agreement is properly terminated.	
Purchased Assets **APA § 1.7**	Purchaser shall acquire, all of each Seller's right, title and interest in and to only the following assets and properties, as such assets shall exist on the Closing Date, in each case (notwithstanding anything else in this Agreement) solely to the extent used primarily in the conduct of the Businesses and to the extent not included among the Excluded Assets, such transfer being deemed to be effective at the Effective Time: (a) Personal Property, (b) Licenses, (c) Assumed Leases, (d) Assumed Contracts, (e) all claims, rights, interests and proceeds except Excluded Settlements and Actions and Ch.5 causes of action not related to the Assumed Contracts or Assumed Leases, (f) Inventory, (g) other than Utility deposits Prepaids, (h) transferable records, manuals, forms, and related software (i) technology equipment, (j) see below, (k) see below, (l) see below, (m) see below, (n) **all insurance proceeds**; (o) **all surpluses arising out of any risk pools**, (p) **unclaimed property**; (q) warranties on the Assets, (r) manufacturer and vendor warranties, (s) marks and names, (t) goodwill; (u) telephone numbers, (v) Licenses, (w) any other assets owned by such Seller that are primarily used in the operation of the Hospital of such Seller.	Purchaser shall acquire, all of each Seller's right, title and interest in and to the following Assets, to the extent not included among the Excluded Assets, with such transfer being deemed to be effective at the Effective Time: (a) Personal Property, (b) Licenses, (c) Assumed Leases, (d) Assumed Contracts, (e) all claims, rights, interests and proceeds except Excluded Settlements and Actions and Ch.5 causes of action not related to the Assumed Contracts or Assumed Leases, (f) Inventory, (g) other than Utility deposits Prepaids, (h) transferable records, manuals, forms, (i) manufacturer and vendor warranties, (j) see below, (k) see below, (l) see below, (m) marks and names, (n) goodwill; (o) telephone numbers, (p) websites and social media, (q) provider agreements, (r) additional properties, (s) EMR, (t) Purchased Verity Holdings Assets, (u) AR causes of action and causes under Assumed Contracts and Assumed Leases, (v) any other assets owned by such Seller that are primarily used in the operation of the Hospital of such Seller, **(w) all of Seton's interest in and to the PACE Obligations.**
Permitted Exceptions **APA § 1.7**	As used herein, the term "Permitted Exceptions" means (i) the Assumed Obligations; (ii) liens for taxes not yet due and payable (iii) easements, rights of way, zoning ordinances and other similar encumbrances affecting real property; (iv) other imperfections of title or encumbrances, if any, which are not monetary in nature	As used herein, the term "Permitted Exceptions" means (i) the Assumed Obligations; (ii) the PACE Obligations; (iii) liens for taxes not yet due and payable; (iv) easements, rights of way, zoning ordinances and other similar encumbrances affecting real property; (v) other imperfections of title or encumbrances which

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	and that are not, individually or in the aggregate, material to the business of the Hospital; and (v) any agreements made with any governmental authority in order to obtain any consent or approval, including, without limitation, in connection with the Medicare and Medi-Cal provider numbers.	are not monetary in nature and that are not, individually or in the aggregate, material to the business of the Hospitals; and (vi) other imperfections of title or encumbrances that are expressly identified on Schedule 1.7 hereof.
Treatment of DSH, Trauma Funding and QAF **APA § 1.7** **And** **APA § 1.8**	**Purchased Assets:** (j) all Disproportionate Share Hospital Payments and all Quality Assurance Fees to be paid for periods prior to and after the Effective Time; (k) all Hospital Care Assurance Program payments and payments from the State of California or any of its administrative entities or other entitles to support the Hospital (together with Medicare and California Medicaid supplemental payments, the "Supplemental Payments") received on and after the Effective Time regardless of the state fiscal year for which the Supplemental Payments are made in reference to and regardless of the state fiscal year for which the data was derived to calculate eligibility for such payments; (l) all accounts and interest thereupon, notes and interest thereupon and other receivables of such Seller, including, without limitation, accounts, notes or other amounts receivable, and all claims, rights, interests and proceeds related thereto, including all accounts and other receivables, disproportionate share payments and Seller Cost Report settlements related thereto, in each case arising from the rendering of services or provision of goods, products or supplies to inpatients and outpatients at the Hospital of such Seller, billed and unbilled, recorded and unrecorded, for services, goods, products and supplies provided by such Seller prior to the Effective Time whether payable by Medicare, Medicaid, or any other payor (including an insurance company), or any health care provider or network (such as a health maintenance organization, preferred provider organization or any other managed care program) or any fiscal intermediary of the foregoing, private pay patients, private insurance or by any other	**Purchased Assets:** (j) except as stated in Section 1.7(k) and Section 1.7(l), all rights of the Hospitals to payments from any governmental, administrative or regulatory entities to support the Hospitals, including but not limited to all net Disproportionate Share Hospital payments; (k) all rights of the Hospitals to Measure B trauma funding to be paid related to service periods ending on or after the Effective Time (solely to the extent collected after Closing); for the avoidance of doubt, any of the aforementioned payments, whether received before or after the Effective Time, that are in connection with services provided for any period prior to the Effective Time are not included as part of the Assets (and shall be Excluded Assets notwithstanding any other provision of this Agreement) and shall remain with Sellers (or if received by the Purchaser after the Effective Time, shall be returned to Sellers within thirty (30) calendar days of receipt); (l) except as stated in Section 1.7(k), all accounts and interest thereupon, notes and interest thereupon and other receivables of such Seller, including, without limitation, accounts, notes or other amounts receivable, and all claims, rights, interests and proceeds related thereto, including all accounts and other receivables, and Seller Cost Report settlements related thereto, in each case arising from the rendering of services or provision of goods, products or supplies to inpatients and outpatients at the Hospital of such Seller, billed and unbilled, recorded and unrecorded, for services, goods, products and supplies provided by such Seller prior to the Effective Time whether payable by Medicare, Medicaid, or any other payor (including an insurance

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	source (collectively, "Accounts Receivable"); (m) other than the Excluded Settlements and Actions, all regulatory settlements, rebates, adjustments, refunds or group appeals, including without limitation pursuant to all cost reports filed by Sellers for payment or reimbursement from government payment programs and other payors with respect to periods prior to the Closing Date; [Note: KPC draft deleted QAF V Program and Measure B trauma funding language throughout.]	company), or any health care provider or network (such as a health maintenance organization, preferred provider organization or any other managed care program) or any fiscal intermediary of the foregoing, private pay patients, private insurance or by any other source (collectively, "Accounts Receivable"), provided that notwithstanding anything else in this Agreement, with respect to the California Department of Health Care Services Hospital Quality Assurance Fee Program (the "QAF V Program") the Assets shall include only the "QAF V Purchaser Net Payments" which shall be, with respect to each Hospital, an amount equal to the product of: (i) all payments received or to be received by such Hospital under the QAF V Program net of all payments made or required to be made by such Hospital in respect of the QAF V Program including payments to the California Health Foundation & Trust; multiplied by the ratio of (ii) (x) the total number of days between the Effective Time and June 30, 2019 divided by (y) 911. **Excluded Assets:** (x) except for the QAF V Purchaser Net Payments, all Hospital Quality Assurance Fee Program payments, including, without limitation, the QAF V Seller Net Payments which means with respect to each Hospital, an amount equal to the product of: (i) all payments received or to be received by such Hospital under the QAF V Program net of all payments made or required to be made by such Hospital in respect of the QAF V Program including payments to the California Health Foundation & Trust; multiplied by the ratio of (ii) (x) the total number of days between January 1, 2017 and the Effective Time, divided by (y) 911, which if such Hospital Quality Assurance Fee Program payments are received by the Purchaser after the Effective Time, shall be returned to Sellers within ninety (90) calendar days of receipt by Purchaser; (y) as referenced in Section 1.7(k), all Measure B trauma funding, whether received before or after the Effective Time, that are in connection with services provided for any period prior to the Effective Time. If such payments are received by Purchaser after the Effective Time, such payments shall be paid by Purchaser to

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		Sellers within thirty (30) calendar days of receipt. To the extent any such payments relate to periods both prior to and after the Effective Time, Sellers' portion shall equal (1) the payment multiplied by the ratio of (2) (x) the total number of days between the beginning of the relevant service period and the Effective Time divided by (y) the total number of days in the service period the payment relates to. For example, if a future payment of $1,000 related to the service period of April 1, 2019 through June 30, 2019 was made after the Effective Time and the illustrative Closing Date was June 1, 2019, then Sellers' portion would be $681.32 ($1,000 x (62 days / 91 days));
Excluded Assets **APA § 1.8**	"Excluded Assets" include all Benefit Plans and the assets of all Benefit Plans; Contracts and Leases which are not assumed; inventory and assets disposed of by any Seller in the ordinary course of business after the Signing Date but prior to the Effective Time; all claims, counterclaims, and causes of action of each Seller or each Seller's bankruptcy estate; all insurance policies and contracts and coverages obtained by any Seller or listing a Seller as insured party, a beneficiary or loss payee; all bank accounts of each Seller (except as otherwise provided); all tax refunds of each Seller; and all accounts and interest thereupon, notes and interest thereupon and other receivables of Sellers. [Note QAF and Measure B sections were deleted from KPC draft]	In addition to the assets excluded in the KPC APA *see* the Treatment of DSH, Trauma Funding and QAF above.

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Assumed Liabilities **APA § 1.9**	"Assumed Obligations" include all Assumed Contracts and Assumed Leases and all liabilities and obligations arising thereunder on and after the Effective Time, *including any Cure Costs*; all liabilities and obligations arising out of or relating to any act, omission, event, or occurrence connected with the use, ownership, or operation by Purchaser of the Businesses or any of the Assets on or after the Effective Time; all unpaid real and personal property taxes that are attributable to the Assets after the Effective Time, subject to prorations; and all liabilities and obligations arising on or following the Effective Time relating to utilities being furnished to the Assets, subject to prorations. Both APAs include a Schedule for other obligations and liabilities.	"Assumed Obligations" in KPC APA with the following variations: • all accrued paid time off pay for Hired Employees up to a maximum of 300 hours per Hired Employee; • all liabilities and obligations of such Seller related to the Hired Employees for periods following the Effective Time; provided, however, that Purchaser does not assume, and each such Seller shall remain fully and solely responsible for any duties, obligations or liabilities arising from or related to employment-related documentation required to be maintained by such Seller prior to the Effective Time, including but not limited to, documentation of I-9 compliance for the Hired Employees; • fifty percent (50%) of any documentary, sales and transfer tax liabilities of such Seller incurred as a result of the consummation of the transaction contemplated by this Agreement; and **Deleted**: QAF IV and QAF V fees due and owing by the Hospitals beginning as of the Closing Date
Excluded Liabilities **APA § 1.10**	Purchaser shall not assume or become responsible for any duties, obligations, or liabilities of any Seller other than the Assumed Obligations.	Substantially the same.
Designation of Assumed Contracts and Assumed Leases **APA § 1.11**	Not later than ten (10) days after entry of the Sale Order (i) Purchaser shall notify each Seller in writing of which Evaluated Contracts are to be assumed by such Seller and assigned to Purchaser, and (ii) Purchaser shall notify each Seller in writing signed and dated by Purchaser of which Evaluated Contracts are to be rejected by such Seller (collectively, the "Rejected Contracts").	Not later than the Bid Deadline, Sellers shall provide Purchaser the amount that must be paid and all obligations that must be satisfied in order for Sellers to assign and Purchaser to assume such Evaluated Contract. Not later than sixty (60) days after entry of the Sale Order (i) Purchaser shall notify each Seller in writing of which Evaluated Contracts are to be assumed by such Seller and assigned to Purchaser, and (ii) Purchaser shall notify each Seller in writing signed and dated by Purchaser of which Evaluated Contracts are to be rejected by such Seller (collectively, the

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		"Rejected Contracts").
Unions; Collective Bargaining Agreements	APA § 1.9 Assumed Obligations: (i) any and all liabilities and obligations arising under the law or bankruptcy court order(s) relating to any collective bargaining agreement or other contract with any labor union or labor relations entity applicable to and/or covering employees of the Hospital; APA § 5.3 Certain Employment Matters: (d) With respect to any collective bargaining agreements or labor contract with respect to any union employees, Purchaser shall comply with the applicable laws and bankruptcy court orders relating to collective bargaining agreements or labor contracts.	APA Art. 2 Representations and Warranties of Sellers: 2.15 Required Consents. Except as set forth in Schedule 2.15, and other than in connection with any Licenses, any provider agreements (including any such agreements with a governmental authority), the CA AG (defined below) and any collective bargaining agreement, Sellers are not a party to or bound by, nor are any of the Assets subject to, any mortgage, or any material lien, deed of trust, material lease, or material contract or any material order, judgment or decree which, after giving effect to the Sale Order (a) will require the consent of any third party to the execution of this Agreement or (b) will require the consent of any third party to consummate the transactions contemplated by this Agreement. APA Art. 4 Covenants of Sellers: 4.7 Contract with Unions. Representatives of Sellers who are parties to collective bargaining agreements and Purchaser shall meet and confer from time to time as reasonably requested by either party to discuss strategic business options and alternative approaches in negotiating each collective bargaining agreement. The applicable Sellers and Purchaser shall each participate in all union negotiations related to any specific collective bargaining agreement. Promptly following the Signing Date, applicable Sellers shall use commercially reasonable efforts to initiate discussions with Purchaser and conduct discussions to renegotiate each collective bargaining agreement currently in effect with each applicable union. The applicable Sellers will not unreasonably withhold, condition or delay approval or implementation of any successfully renegotiated collective bargaining agreement. The parties recognize that an applicable Seller's failure to secure a modification to any collective bargaining agreement, or to conclude a successor collective bargaining agreement shall not be a breach of Sellers' obligation under this Agreement, provided that if the unions refuse to negotiate, or otherwise are not timely,

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		reasonable or realistic in renegotiating, the collective bargaining agreements during the period between the Signing Date and the Closing Date, Sellers and Purchaser will jointly consider, and negotiate mutually in good faith, alternative approaches that may be available and/or necessary to reduce Sellers' labor cost structure, including, but not limited to, seeking to reject the collective bargaining agreement(s). APA § 5.3 Certain Employment Matters: (f) With respect to any collective bargaining agreements or labor contract with respect to any employees, Purchaser shall comply with the applicable laws and bankruptcy court orders relating to collective bargaining agreements or labor contracts and the provisions of Section 4.6, hereof. Art. 5 Covenants of Purchaser: 5.9 Contract with Unions. Representatives of Sellers who are parties to collective bargaining agreements and Purchaser shall meet and confer from time to time as reasonably requested by either party to discuss strategic business options and alternative approaches in negotiating each collective bargaining agreement. The applicable Sellers and Purchaser shall each participate in all union negotiations related to any specific collective bargaining agreement. Promptly following the Signing Date, applicable Sellers shall use commercially reasonable efforts to initiate discussions with Purchaser and conduct discussions to renegotiate each collective bargaining agreement currently in effect with each applicable union. The applicable Sellers will not unreasonably withhold, condition or delay approval or implementation of any successfully renegotiated collective bargaining agreement. The parties recognize that an applicable Seller's failure to secure a modification to any collective bargaining agreement, or to conclude a successor collective bargaining agreement shall not be a breach of Sellers' obligation under this Agreement, provided that if the unions refuse to negotiate, or otherwise are not timely, reasonable or realistic in renegotiating, the collective bargaining agreements during the period between the Signing Date and the

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		Closing Date, Sellers and Purchaser will jointly consider, and negotiate mutually in good faith, alternative approaches that may be available and/or necessary to reduce Sellers' labor cost structure, including, but not limited to, seeking to reject the collective bargaining agreement(s).
Closing and Diligence Period **APA § 1.3**	The Closing Date shall occur within five (5) business days following the satisfaction or waiver of the conditions precedent to Closing set forth in in Articles 7 and 8 of the APA. APA § 1.2.2: Final Diligence Period is the 30-day period following the Signing Date.	The Closing Date shall occur within five (5) business days following the satisfaction or waiver of the conditions precedent to Closing set forth in in Articles 7 and 8 of the APA. APA § 1.12: Final Diligence Period is from the Signing Date until the Bid Deadline.
Conduct of Business Prior to Closing	APA § 4.6 11/16 Draft did not include Material Adverse Effect language. From the Effective Date until Closing, Sellers shall continue to operate the Hospitals as presently operated, and consistent with such operation, use commercially reasonable efforts to maintain insurance, pay stay bonuses if permitted by the Bankruptcy Court, maintain the Assets in materially the same condition, perform obligations under contracts, allow for offers of post-Closing employment, timely correct material deficiencies cited by a governmental authority, comply in all material respects with legal requirements, and maintain all material approvals, permits and environmental permits.	APA § 4.8 Prime Deleted: "in each case except as would not have a Material Adverse Effect" Language is substantially the same in both APAs.

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Attorney General Approval **APA § 7.5**	7.5 Attorney General Approval. Purchaser recognizes that transactions contemplated by this Agreement are subject to review and approval of the Attorney General of the State of California. Purchaser agrees to close the transactions contemplated by this Agreement notwithstanding any conditions imposed by the Attorney General of the State of California, provided those conditions are no worse than the conditions described in a schedule to be provided to the Sellers by Purchaser promptly following the expiration of the Final Diligence Period (which schedule would be filed with the Bankruptcy Court under seal). Purchaser agrees that its determination of whether to close the transactions contemplated by this Agreement due to conditions imposed by the Attorney General of the State of California (if such conditions are worse as described in the immediately preceding sentence) is subject to Bankruptcy Court review of such other standard agreed to by the parties.	7.5 Attorney General Provisions. Purchaser recognizes that transactions contemplated by this Agreement may be subject to review and approval of the CA AG. Purchaser agrees to close the transactions contemplated by this Agreement, so long as any conditions imposed by the CA AG are substantially consistent with the conditions set forth on Schedule 8.6 or the Bankruptcy Court compels the CA AG to approve the transaction based on the conditions set forth on Schedule 8.6. In the event the CA AG imposes conditions on the transactions contemplated by this Agreement which are not substantially consistent with Schedule 8.6, then Purchaser shall not be required to consummate the transactions contemplated by this Agreement unless any such conditions are satisfactory to Purchaser, in Purchaser's sole discretion. Sellers shall be entitled (in their sole discretion) to challenge any of the conditions imposed by the CA AG which are not substantially consistent with Schedule 8.6, by litigation or otherwise as Sellers shall elect.
Bid Protections **APA Art. 6**	"Break-Up Fee" shall mean a breakup fee in the amount of $30,500,000. (5% of the Purchase Price) Expense Reimbursement not addressed. The Agreement will terminate immediately after Purchaser is paid its Deposit plus interest and the Break-Up Fee. 11/16 Draft is silent as to whether the Break-Up fee would be paid if KPC purchased some of the Assets.	"Break-Up Fee" shall mean a breakup fee in the amount of $15,000,000. The "Expense Reimbursement" shall mean reasonable costs and expenses incurred by Purchaser related to its due diligence, and pursuing, negotiating, and documenting the transaction(s) contemplated by the APA. Expense Reimbursement shall not exceed $2,350,000. The "Bid Protections" shall collectively mean the Breakup Fee and the Expense Reimbursement. The Bid Protections shall be payable pursuant to the terms of the APA in the event that the APA is terminated due to Sellers' consummation of an Alternative Transaction and/or under such other conditions specified in the APA.

APA Provision	KPC Draft 11/16/2018	Prime Draft 11/28/2018
Buyer's Termination Rights **APA Art. 9**	Note: Material Casualty not addressed in KPC APA. The APA may be terminated at any time prior to Closing by Purchaser if a material breach of the APA has been committed by Sellers. Purchaser may terminate the APA prior to end of Final Diligence Period. The APA may also be terminated by Purchaser or Sellers in the event that (i) the Bankruptcy Case is dismissed, or (ii) Closing has not occurred by [DATE]. *See* Diligence Out summarized above. APA Art. 6: If Sellers fails to obtain Bankruptcy Court approval for the Sales Procedures Motion by no later than [DATE], Purchaser shall have the right to terminate this Agreement, without recourse or liability, and Seller shall immediately thereafter return to Purchaser the Deposit and any interest earned thereon.	Purchaser may terminate the APA upon 5 days prior notice after a Material Casualty. Damage or destruction to the Assets shall be deemed a "Material Casualty" if, as reasonably determined by the parties, the estimated uninsured cost to repair such damage or destruction in the aggregate (the "Aggregate Damage") exceeds Fifteen Million Dollars ($15,000,000). *See* Diligence Out summarized above. Other termination rights in Art 9 are substantially the same in both APAs.

ASSET PURCHASE AGREEMENT COMPARISON

Comparison of the treatment of: (1) **QAF**, California Department of Health Care Services Hospital Quality Assurance Fee Programs IV ("QAF IV") and V ("QAF V"); (2) **DSH**, Disproportionate Share Hospital Payments; and (3) **Measure B trauma funding.**

Asset	KPC Draft 11/30/2018	Prime Draft 11/28/2018
QAF	**Summary:** KPC acquires all QAF as of the Signing Date, with the purchase price being increased at closing for any payments made by the Hospital Sellers under the QAF Program between the Signing Date and the Effective Time and decreased by all QAF payments received by the Hospital Sellers during such period. Purchaser will assume obligations needed to support ongoing Hospital Quality Assurance Fee Program payments. The Assets exclude QAF IV or QAF V payments actually received by the Hospitals prior to the Signing Date. Relevant APA Provisions: **APA § 1.1 Purchase Price:** (c) At the Closing, Purchaser shall pay to Sellers, by wire transfer of immediately available funds to the accounts specified by Sellers to Purchaser in writing, an aggregate amount equal to the Cash Consideration, plus any payments made by Hospital Sellers between the Signing Date and the Effective Time under the QAF Program, minus any payments received by Hospital Sellers between the Signing Date and the Effective Time under the QAF Program plus any amounts (x) held by the PACE Trustee as an interest or fee reserve on account the PACE Obligations on the Closing Date and (y) remitted to CSCDA by Seton pursuant to the Special Assessments from and after the date of execution of this Agreement by Buyer up to and including the Closing Date, minus the Deposit (defined below). (d) For purposes of this Agreement, the "QAF Program" means the California Department of Health Care Services Hospital Quality Assurance Fee Programs IV ("QAF IV") and V ("QAF V") For the avoidance of any doubt, payment of any QAF IV or QAF V fees due prior to the Signing Date shall be	**Summary:** Prime acquires only the "QAF V Purchaser Net Payments" which shall be, with respect to each Hospital, an amount equal to the product of: (i) all payments received or to be received by such Hospital under the QAF V Program net of all payments made or required to be made by such Hospital in respect of the QAF V Program including payments to the California Health Foundation & Trust; multiplied by the ratio of (ii) (x) the total number of days between the Effective Time and June 30, 2019 divided by (y) 911. The Assets exclude the QAF V Seller Net Payments which means with respect to each Hospital, an amount equal to the product of: (i) all payments received or to be received by such Hospital under the QAF V Program net of all payments made or required to be made by such Hospital in respect of the QAF V Program including payments to the California Health Foundation & Trust; multiplied by the ratio of (ii) (x) the total number of days between January 1, 2017 and the Effective Time, divided by (y) 911, which if such Hospital Quality Assurance Fee Program payments are received by the Purchaser after the Effective Time, shall be returned to Sellers within ninety (90) calendar days of receipt by Purchaser. Purchaser shall not assume or become responsible for any QAF V fees that become due and owing by the Hospitals prior to the Closing Date. Relevant APA Provisions: **APA § 1.1 Purchase Price:** (v) Purchaser's agreement to exclude the Hospital Quality Assurance Fee Program payments, as set forth in Section 1.8(x), which is valued at [One Hundred Seventy Million Dollars ($170,000,000)].

Asset	KPC Draft 11/30/2018	Prime Draft 11/28/2018
	the responsibility of Sellers, with Sellers entitled to all QAF IV and QAF V payments made to the Hospitals prior to the Signing Date. Any QAF IV or QAF V fees due on and after the Signing Date shall be the responsibility of Purchaser, with Purchaser entitled to all QAF IV and QAF V payments made to the Hospitals on and after the Signing Date, with such amounts to be paid or reimbursed as provided above in Section 1.1(c). **APA § 1.7 Transfer of Assets of Seller:** (k) Except for as stated in Section 1.7(j), all accounts and interest thereupon, notes and interest thereupon and other receivables of such Seller, *** (collectively, "Accounts Receivable"); for the avoidance of doubt, the Assets include all supplemental and other payments received by the Hospitals on and after the Signing Date under both the fee for service and managed care components of QAF IV and QAF V, regardless of the service period covered by any such payments. **APA § 1.8 Excluded Assets:** (aa) QAF IV or QAF V payments actually received by the Hospitals prior to the Signing Date; **APA § 1.9 Assumed Obligations:** (k) any obligations or liabilities Purchaser may desire or need to assume in order to have the Certifications/Licenses/Permits identified on Schedule 1.7(b) reissued to Purchaser as well as any liabilities or obligations associated with Sellers' Medicare provider agreements, to the extent assumed by Purchaser, and any Medi-Cal liabilities or obligations needed to support ongoing Hospital Quality Assurance Fee Program payments; **APA § 1.10 Excluded Liabilities:** Purchaser shall not assume or become responsible for any duties, obligations or liabilities of any Seller that are not assumed by Purchaser pursuant to the terms of this Agreement, the Bill of Sale, the Assumption Agreement or the Real Estate Assignment(s) (the "Excluded Liabilities"), ***. For the	**APA § 1.7 Transfer of Assets of Seller:** (l) except as stated in Section 1.7(k), all *** Accounts Receivable, provided that notwithstanding anything else in this Agreement, with respect to the California Department of Health Care Services Hospital Quality Assurance Fee Program (the "QAF V Program") the Assets shall include only the "QAF V Purchaser Net Payments" which shall be, with respect to each Hospital, an amount equal to the product of: (i) all payments received or to be received by such Hospital under the QAF V Program net of all payments made or required to be made by such Hospital in respect of the QAF V Program including payments to the California Health Foundation & Trust; multiplied by the ratio of (ii) (x) the total number of days between the Effective Time and June 30, 2019 divided by (y) 911. **APA § 1.8 Excluded Assets:** (x) except for the QAF V Purchaser Net Payments, all Hospital Quality Assurance Fee Program payments, including, without limitation, the QAF V Seller Net Payments which means with respect to each Hospital, an amount equal to the product of: (i) all payments received or to be received by such Hospital under the QAF V Program net of all payments made or required to be made by such Hospital in respect of the QAF V Program including payments to the California Health Foundation & Trust; multiplied by the ratio of (ii) (x) the total number of days between January 1, 2017 and the Effective Time, divided by (y) 911, which if such Hospital Quality Assurance Fee Program payments are received by the Purchaser after the Effective Time, shall be returned to Sellers within ninety (90) calendar days of receipt by Purchaser;; **APA § 1.10 Excluded Liabilities:**

Asset	KPC Draft 11/30/2018	Prime Draft 11/28/2018
	avoidance of any doubt, Purchaser shall not assume or become responsible for any QAF IV or QAF V fees that become due and owing by the Hospitals prior to the Signing Date, except to the extent such fees result in a Purchase Price adjustment pursuant to Section 1.1 (c).	*** For the avoidance of any doubt, Purchaser shall not assume or become responsible for any QAF V fees that become due and owing by the Hospitals prior to the Closing Date.
DSH	**Summary:** KPC acquires all DSH. Relevant APA Provisions: **APA § 1.7 Transfer of Assets of Seller:** (j) all Disproportionate Share Hospital Payments and Measure B trauma funding to be paid related to service periods ending on or after the Signing Date; (k) Except for as stated in Section 1.7(j), all accounts and interest thereupon, notes and interest thereupon and other receivables of such Seller, including, without limitation, accounts, notes or other amounts receivable, disproportionate share payments and all claims, rights, interests and proceeds related thereto…	**Summary:** Prime acquires all net DSH payments. Relevant APA Provisions: **APA § 1.7 Transfer of Assets of Seller:** (j) except as stated in Section 1.7(k) and Section 1.7(l), all rights of the Hospitals to payments from any governmental, administrative or regulatory entities to support the Hospitals, including but not limited to all net Disproportionate Share Hospital payments;
Measure B Trauma Funding	**Summary:** KPC acquires all Measure B trauma funding. Relevant APA Provisions: **APA § 1.7 Transfer of Assets of Seller:** (j) all Disproportionate Share Hospital Payments and Measure B trauma funding to be paid related to service periods ending on or after the Signing Date; (k) Except for as stated in Section 1.7(j), all accounts and interest thereupon, notes and interest thereupon and other receivables of such Seller, including, without limitation, accounts, notes or other amounts receivable, disproportionate share payments and all claims, rights, interests and proceeds related thereto, including all accounts and other receivables, and Seller Cost Report settlements related thereto, in each case arising from the rendering of services or provision of goods,	**Summary:** Prime acquires all Measure B trauma funding to be paid related to service periods ending on or after the Effective Time (solely to the extent collected after Closing). The Assets exclude all Measure B trauma funding, whether received before or after the Effective Time, that are in connection with services provided for any period prior to the Effective Time. To the extent any such payments relate to periods both prior to and after the Effective Time, Sellers' portion shall equal (1) the payment multiplied by the ratio of (2) (x) the total number of days between the beginning of the relevant service period and the Effective Time divided by (y) the total number of days in the service period the payment relates to. Relevant APA Provisions: **APA § 1.7 Transfer of Assets of Seller:** (k) all rights of the Hospitals to Measure B trauma

Asset	KPC Draft 11/30/2018	Prime Draft 11/28/2018
	products or supplies to inpatients and outpatients at the Hospital of such Seller, billed and unbilled, recorded and unrecorded, for services, goods, products and supplies provided by such Seller prior to the Effective Time whether payable by Medicare, Medicaid, or any other payor (including an insurance company), or any health care provider or network (such as a health maintenance organization, preferred provider organization or any other managed care program) or any fiscal intermediary of the foregoing, private pay patients, private insurance or by any other source (collectively, "Accounts Receivable"); for the avoidance of doubt, the Assets include all supplemental and other payments received by the Hospitals on and after the Signing Date under both the fee for service and managed care components of QAF IV and QAF V, regardless of the service period covered by any such payments.	funding to be paid related to service periods ending on or after the Effective Time (solely to the extent collected after Closing); for the avoidance of doubt, any of the aforementioned payments, whether received before or after the Effective Time, that are in connection with services provided for any period prior to the Effective Time are not included as part of the Assets (and shall be Excluded Assets notwithstanding any other provision of this Agreement) and shall remain with Sellers (or if received by the Purchaser after the Effective Time, shall be returned to Sellers within thirty (30) calendar days of receipt); **APA § 1.8 Excluded Assets:** (y) as referenced in Section 1.7(k), all Measure B trauma funding, whether received before or after the Effective Time, that are in connection with services provided for any period prior to the Effective Time. If such payments are received by Purchaser after the Effective Time, such payments shall be paid by Purchaser to Sellers within thirty (30) calendar days of receipt. To the extent any such payments relate to periods both prior to and after the Effective Time, Sellers' portion shall equal (1) the payment multiplied by the ratio of (2) (x) the total number of days between the beginning of the relevant service period and the Effective Time divided by (y) the total number of days in the service period the payment relates to. For example, if a future payment of $1,000 related to the service period of April 1, 2019 through June 30, 2019 was made after the Effective Time and the illustrative Closing Date was June 1, 2019, then Sellers' portion would be $681.32 ($1,000 x (62 days / 91 days));

Title 11, California Code of Regulations, § 999.5(d)(1)(C)

Exhibit 4

Verity Health

Confidential Board Materials – Process Update

December 4, 2018

CAIN BROTHERS
A division of
KeyBanc Capital Markets

Sale Process Background

Verity Health and its advisors have made considerable progress in managing a broad marketing process to assess the various sales alternatives

- Cain Brothers began contacting potential buyers in early July
- On July 9, 2018, Verity Health publicly announced that it had retained Cain Brothers to assist the system in exploring strategic alternatives, including a sale of some or all of the system
  - > Initial press release and ongoing media engagement efforts have increased awareness of the marketing process beyond those parties contacted as part of the initial buyers list
- First-round indications of interest ("IOIs") were due early August
  - > Nine parties submitted IOIs within 10 days of the bid due date
  - > Five others subsequently provided preliminary proposals
  - > Offers include the full system, collections of assets and individual facilities/properties
- Verity Health and its advisors have worked with multiple potential stalking horse bidders to fully negotiate asset purchase agreements ("APAs")
  - > Template APA contemplated an "as is, where is" sale with few contingencies
  - > Seven parties submitted marked-up APAs for either full system or collections of assets
- After reviewing the proposals and levels of interest, Verity Health determined that negotiating stalking horse APAs for collections of assets was the right path to maximize value and reduce risk
  - > First APA with Santa Clara County for OCH and SLRH, including the Morgan Hill campus, was announced on October 1, 2018
  - > The Company, in conjunction with its advisors, has since worked with multiple bidders to refine their offers for the remaining hospital assets with the aim of announcing another finalized APA by early December

Sale Process Background *(continued)*

Verity Health and its advisors have made considerable progress in managing a broad marketing process to assess the various sales alternatives

- Verity Health and its advisors believe the preferred solution is for a grouped sale of the remaining assets to complement the Santa Clara Sale
  - > St. Vincent and the Seton campuses remain the biggest challenge
  - > Packaging St. Vincent and Seton with St. Francis allow for greater certainty in a solution for those assets while bidding procedures still allow other potential acquirers to overbid St. Francis
- There is very limited interest in Seton as an operating hospital
  - > Operating losses and seismic needs remain key concerns
  - > While valuation from strategic bidders has been lower than that of financial/real estate buyers, a decision to close the hospital would encounter meaningful resistance from key stakeholders and could lead to delays
- Multiple parties have communicated a preference to participate as an overbidder in an auction rather than as a stalking horse

Process Summary as of November 30, 2018

Category	Outreach Made	Sent NDA	Executed NDA	Submitted IOI	Submitted APA	Passed
Not-for-Profit Systems	23	21	13	3	2	5
Investor-Owned Systems	15	12	10	6	5	3
Financial/Other	81	75	40	4	0	17
Real Estate	53	38	23	2	0	4
Total	**172**	**146**	**86**	**15**	**7**	**29**

NDA = Non-Disclosure Agreement
IOI = Indication of Interest
APA = Asset Purchase Agreement

Sale Process Update

Three parties remain highly engaged and interested in serving as a stalking horse bidder for the residual hospitals

- Potential buyers are finalists from the 2014-15 sale process and very familiar with the assets
  - > Prime Healthcare Services ("Prime")
  - > Prospect Medical Holdings ("Prospect")
  - > Strategic Global Management ("KPC")
- Verity Health is close to finalizing APAs with Prime and KPC
  - > Purchase agreements include SFMC, SVMC, and SMC/SMCC
- In addition to optimizing the transaction terms, Verity Health and its advisors are focused on accomplishing the following objectives, among others:
  - > Promptly remediating tax-exempt bonds upon transaction close to avoid IRS penalties
  - > Crafting the bid procedures to permit competing offers by facility
  - > Ensuring that the buyer and its financing sources are fully committed to the transaction and have conducted comprehensive diligence to reduce closing risk
- A number of strategic bidders are still evaluating component parts of Verity Health
  - > City of Lynwood / Prospect, Tenet, City of Los Angeles, among others
- Verity Health has granted a buyer exclusivity to acquire the stock of Marillac with a targeted close of January 31, 2019

Santa Clara Sale Update

> [REDACTED]

Summary of Stalking Horse Proposals

	Prime Healthcare	Strategic Global Management, Inc. / KPC Healthcare, Inc.	Prospect Medical Holdings, Inc.
Acquired Assets	• All remaining hospital assets > SFMC > SVMC > SMC > SMCC	• All remaining hospital assets > SFMC > SVMC > SMC > SMCC	• SFMC • SVMC
Cash Purchase Price	• $400 million	• $610 million	• [$420 million] pending review
Financing Source	• MPT	• Credit Suisse	• Bank of America Merrill Lynch
Treatment of QAF and Receivables	• Verity retains the "earned" portion of QAF based on the close date • AR acquired by Prime	• QAF acquired by KPC • Purchase price adjustment for any QAF payments received before close • AR acquired by KPC	• Verity retains the "earned" portion based on the transaction close date • AR retained by Verity
Net Benefit to Creditors *(including assumed liabilities and retained assets)*	• See BRG Analysis	• See BRG Analysis	• See BRG Analysis

Review of Stalking Horse Business Terms

Prime Healthcare

Purchase Price	• Cash consideration of $400 million ($325 million for SFMC, $55 million for SVMC, and $20 million for Seton and Seton Coastside) • Assumption of accrued PTO as of the closing date ($25.4 million as of August 31, 2018) • Payment of Cure Costs associated with assumed leases and/or contracts • Verity to retain the earned portion of QAF, which is expected to be $170 million • Assumption of the PACE Obligations ($40 million)
Acquired Assets	• Assets of all remaining hospitals, including associated property owned by Verity Holdings > SFMC > SVMC > SMC > SMCC
Deposit	• $10 million • 15% good faith deposit required for overbidders
Employee Matters	• Buyer will offer employment to effectively all hospital employees
Closing Date	• Expected closing date of June 1, 2019
Break-up Fee	• $15 million (reduced pro rata to the percentage of assets actually purchased as compared to the Assets included in the stalking horse bid)
Expense Reimbursement	• Reasonable fees and expenses not to exceed $2.35 million if unsuccessful in auction
Bidding Increment	• Value of over bid must be greater than the purchase price plus the break-up fee plus the expense reimbursement plus the initial bidding increment of $7.5 million • For partial bids, the aggregate value to the debtors must exceed the minimum bid described

Note: Bid summary is not intended to be comprehensive and should be reviewed together with other Board materials provided by Cain Brothers, BRG, and Dentons in their entirety

Review of Stalking Horse Business Terms

Purchase Price	• Cash consideration of $610 million ($420 million for SFMC, $120 million for SVMC, and $70 million for Seton and Seton Coastside) • Assumption of accrued PTO as of the closing date ($25.4 million as of August 31, 2018) • Payment of Cure Costs associated with assumed leases and/or contracts • Assumption of QAF, DSH and trauma proceeds; any amounts collected before the closing date will reduce purchase price at close by amount received • Assumption of the PACE Obligations ($40 million)
Acquired Assets	• Assets of all remaining hospitals, including associated property owned by Verity Holdings > SFMC > SVMC > SMC > SMCC
Deposit	• $30 million
Employee Matters	• Buyer will offer employment to effectively all hospital employees
Closing Date	• Expected closing date of June 1, 2019
Break-up Fee	• 4.0% of purchase price ($24.4 million)
Expense Reimbursement	• Reasonable costs and expenses related to due diligence
Bidding Increment	• To be determined by debtor

Note: Bid summary is not intended to be comprehensive and should be reviewed together with other Board materials provided by Cain Brothers, BRG, and Dentons in their entirety

Qualitative Comparison of Stalking Horse Bids

	Prime Healthcare	Strategic Global Management, Inc. / KPC Healthcare, Inc.	Prospect Medical Holdings, Inc.
Total Valuation and Net Proceeds to Creditors			
Cash Proceeds at Closing and Certainty of Proceeds			
Legal Risks of APA			
Due Diligence			
Financing Risks			
AG Approval Risk			
Auction Risk			
Union Risk			

○ Less Favorable ➡ ● More Favorable

Immediate Next Steps

- Select the Stalking Horse bidder for SFMC, SVMC and Seton to be approved by Verity Health Board
- [REDACTED RE: SANTA CLARA]
- [REDACTED RE: SANTA CLARA]
- Submit Stalking Horse bid for SFMC, SVMC and Seton to the Court for approval
- Continue to work with other interested parties for some or all of the SFMC, SVMC and Seton hospitals

Appendix A: Buyer Profiles

Buyer Profiles
Prime Healthcare

Prime Healthcare

Company Overview

- Established in 2001, Prime Healthcare is a headquartered in Ontario, California and owns and operates 45 hospitals with ~8,500 beds and employs nearly 45,000 people
  - > Prime Healthcare consists of its for-profit subsidiary, Prime Healthcare Services, Inc., and its not-for-profit subsidiary (501©(3) public charity), Prime Healthcare Foundation
  - > Prime Healthcare Services, owns operates 30 acute care hospitals with ~5,000 beds
  - > Prime Healthcare Foundation owns and operates 15 acute care hospitals and has ~$1 billion in assets
- Prime Healthcare owns and operates hospitals in 14 states including: Alabama, California, Florida, Georgia, Indiana, Kansas, Michigan, Missouri, Nevada, New Jersey, Ohio, Pennsylvania, Rhode Island and Texas

General Overview:

> Headquarters: Ontario, CA
> Ownership: For-profit
> # of acute care hospitals: 45
> Total beds: ~8,500

Financial Overview:

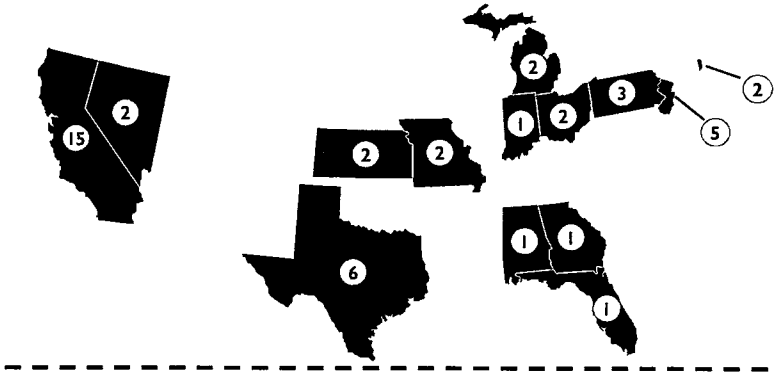
> Revenue: ~$4.8 billion

Recent News

- 11/14/2018 – Awarded an "A" grade, achieving national recognition by Patient Safety by The Leapfrog Group
- 11/1/2018 – Prime Healthcare hospitals were recognized by Healthgrades as among the Nation's best in key specialties

Geographic Footprint

(Numbers represent facilities by state)



California Locations

- Alvarado Hospital
- Centinela Hospital Medical Center
- Chino Valley Medical Center
- Desert Valley Hospital
- Garden Grove Hospital Medical Center
- Paradise Valley Hospital
- San Dimas Community Hospital
- Shasta Regional Medical Center
- West Anaheim Medical Center
- Encino Hospital Medical Center
- Glendora Community Hospital
- Huntington Beach Hospital
- La Palma Intercommunity Hospital
- Montclair Hospital Medical Center
- Sherman Oaks Hospital

Management Overview

Name	Position	Previous Experience
Prem Reddy, MD, FACC, FCCP	Chairman, President and CEO	Founded Prime Healthcare in 2001; practiced medicine for 25 years
Mike Heather	CFO	CFO at Prospect Medical Holdings and CEO and CFO at WEBVISION, INC.
Mike Sarian	President of Operations	Prospect Medical Holdings and Heritage Medical Group; 25 years of executive management experience

Source: Company website, Company presentation and OS

Buyer Profiles

Prospect Medical Holdings, Inc.

PROSPECT MEDICAL HOLDINGS, INC.

Company Overview

- Prospect Medical Holdings is the provider of coordinated regional healthcare services in Southern California, Connecticut, New Jersey, Pennsylvania, Rhode Island and Texas
- Owns and operates 20 acute care and behavioral hospitals, with approximately 3,790 beds, and a network of 165 specialty and primary care clinics
- Conducts business operations through 3 segments: hospital; population health through IPA ownership and management; and primary care clinics, and specialty and outpatient facilities and services
- Manage provision of physician services to ~450,000 enrollees of HMOs through a network of ~11,000 affiliated physicians
- Portfolio company of private equity group - Leonard Green and Partners

General Overview:

> Headquarters: Los Angeles, CA
> Ownership: For-profit (Leonard Green)
> # of acute care hospitals: 20
> Total beds: ~3,790 (licensed)
> Discharges: 89,626

Financial Overview:

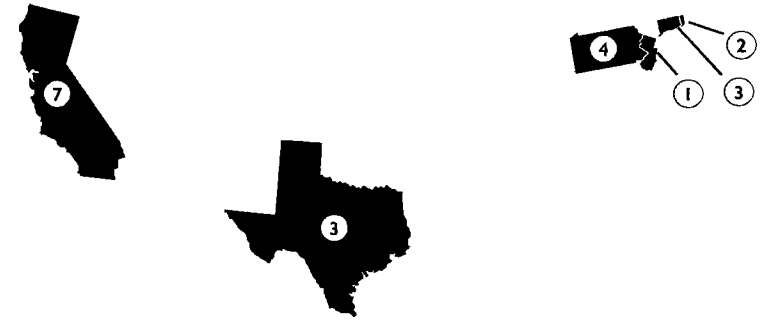
> Revenue: ~$3 billion
> EBITDA: ~$180 million
> EBITDA Margin: ~6%
> Debt to EBITDA: ~6x
> Credit Ratings: B2/B

Recent News

- 7/31/2018 – Prospect Medical Hospitals receive 34 five-star Clinical Achievements from Healthgrades
  > 10 Prospect Medical hospitals were recipients of the distinguished Healthgrades awards for clinical specialty care and patient safety, including Waterbury Hospital, the only Connecticut hospital named among America's 100 Best for Coronary Intervention in 2018.

Geographic Footprint

(Numbers represent facilities by state)



California Locations

- LA Community Hospital
- So. California Hospital
- LA Community Hospital at Norwalk
- So. California Hospital at Hollywood
- So. California Hospital at Culver City
- Foothill Regional Medical Center
- LA Community Hospital at Bellflower

Management Overview

Name	Position	Previous Experience
Samuel Lee	Chairman and CEO	CEO and President at Alta Hospitals System, General Partner of Kline Hawkes & Co
Frank Saidara	VP, Corporate Development	Covidien, Olympia Medical Center, and Medtronic

Source: Company website, Moody's Rating Report

Buyer Profiles

Strategic Global Management and KPC Healthcare, Inc.

Company Overview

- Strategic Global Management and its affiliates own and/or operate several healthcare companies, including seven hospitals in California, medical groups, home health agencies, ASCs and other ancillary providers
  - > Affiliates include Victor Valley Global Medical Center, Physicians for Healthy Hospitals, and KPC Healthcare
  - > Additionally own and operate various ancillary providers
  - > SGM is affiliated with three medical groups and one IPA
- KPC Healthcare owns and operates four hospitals: Anaheim Global Medical Center, Chapman Global Medical Center, Orange County Global Medical Center and South Coast Global Medical Center
  - > Over $10 billion in assets including hospitals, clinics, schools, commercial real estate properties and agricultural research centers

General Overview:

- > Headquarters: Santa Ana, CA
- > Ownership: For-profit
- > # of acute care hospitals: 7
- > Total beds: 755+
- > Discharges: 43,292 (FY '15)

Financial Overview[1]:

- > Revenue: ~$720 million
- > EBITDA: ~$50 million
- > EBITDA Margin: 7%

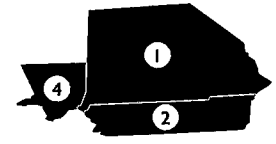
Recent News

- 9/20/2018 – KPC Health announces new partnership with HealthCare Partners
- 8/1/2018 – KPC Health System appoints new COO – Scott Rifkin
- 7/12/2018 – Peter Baronoff is appointed CEO of KPC Health System

Geographic Footprint

(Numbers represent facilities by county)

California Locations
- Orange County Global Medical Center
- South Coast Global Medical Center
- Chapman Global Medical Center
- Anaheim Global Medical Center
- Hemet Valley Medical Center
- Menifee Valley Medical Center
- Victor Valley Global Medical Center



Management Overview

Name	Position	Previous Experience
Kali P. Chaudhuri, MD	Chairman & Founder (KPC)	Founder of the KPC Group with decades of experience in healthcare with businesses across the continuum
Peter Baronoff	CEO (KPC)	Co-Founder, Chairman and CEO of Promise Healthcare, Deputy Mayor of Boca Raton, City Council member

Source: Company website, OSHPD, Company Presentation
Notes:
1. *Financial statistics are for the hospitals only per OSHPD filings*

Disclaimer

Confidential

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ILLUSTRATIVE PURCHASE PRICE CALCULATION
Illustrative Calculation as of: December 3, 2018
DRAFT

Verity Health System

Assets at auction:
St. Francis Medical Center
St. Vincent Medical Center
Seton Medical Center

					Best Bid Designation			
	$ in 000's							
	Auction Date: February 2, 2019				Prime		KPC	
	Expected Sale Closing Date				**6/1/2019**		**6/1/2019**	
	Cash Consideration:							
1)	Cash Payment				$ 390,000		$ 550,000	
2)	Escrow				-		-	
3)	Deposit				10,000		60,000	
	Total Cash Consideration				**$ 400,000**		**$ 610,000**	
4)	TVM Discount on Escrow				-		-	
5)	Discount on Escrow to cover post-closing obligations				-		-	
6)	Cash Overbid				-		-	
7)	Net Govt Supplemental Assumption Adjustment				-		(56,754)	(1)
8)	Cure Costs deducted from Cash Proceeds				-		-	
9)	Employee PTO deducted from Cash Proceeds				-		-	
	Total Net Cash Consideration	**a**			**$ 400,000**		**$ 553,246**	
	Cash Closing Costs borne by Estate:							
10)	Less: Employee PTO, Severance, Other paid by Debtors				(31,991)		(31,991)	(2)
11)	Less: Cure Costs paid by Debtors				-		-	
12)	Less: Costs to settle Govt payables paid by Debtors				(29,379)		(29,379)	(3)
13)	Less: Mechanics Liens paid by Debtors				(2,187)		(2,187)	(4)
14)	Less: CA AG Costs paid by Debtors				-		-	(5)
15)	Less: 2005 Bond Remediation				(68,000)		-	(6)
16)	Less: Transfer Taxes				-		-	(7)
)	Working Capital Adjustment				-		-	
	Total Cash Closing Costs	**b**			**$ (131,557)**		**$ (63,557)**	
	Plus Excluded Assets / Operating Items	**Amount**	**Excluded**			**Excluded**		
18)	Patient Receivables (Collection rate of 75%)	87,550	No		-	No	-	
19)	QAF Proceeds	135,589	Yes		135,589	No	-	(8)
20)	DSH Proceeds	13,484	No		-	No	-	
21)	Trauma Proceeds	9,052	Yes		9,052	No	-	(9)
22)	Chapter 5 Causes of Action	-	No		-	No	-	
	Total Exclnded Assets / Operating Items	**c**			**$ 144,641**		**$ -**	
	Total Distributable Proceeds	**a + b + c**			**$ 413,084**		**$ 489,689**	
	Plus Assumed Liabilities:	**Amount**	**Assumed**			**Assumed**		
23)	Employee PTO, Severance, Other	56,667	Yes		21,941	Yes	24,676	(2)
24)	Debtor Prepetition Cure Costs	50,000	Yes		50,000	Yes	50,000	(10)
25)	Mechanics Liens	2,187	No		-	No	-	
26)	CA AG Costs	-	50%		-	No	-	(5)
27)	2005 Bond Remediation	68,000	No		-	No	-	
28)	Transfer Taxes	-	50%		-	Yes	-	(7)
29)	PACE Bonds (Secured), Net of Cash	5,621	Yes		5,621	Yes	5,621	(11)
30)	Payables due to Government	29,379	No		-	No	-	
31)	Other	-	-		-	-	-	
	Total Assumed Liabilities	**d**			**$ 77,562**		**$ 80,297**	
	Total Net Cash Consideration & Assumed Liabilities	**a + d**			**$ 477,562**		**$ 633,543**	
	Total Aggregate Consideration	**a + b + c + d**			**$ 490,646**		**$ 569,986**	
	Shortfall to the Highest Distributable Proceeds				***$ 76,606***		***$ -***	
	Shortfall to the Highest Aggregate Consideration				***$ 79,340***		***$ -***	
	Qualitative Rating							
	Certainty of Close				**M**		**M**	
	Attorney General Conditions				**L**		**L**	
	Mission Compatibility				**H**		**H**	
	High favorability: 'H', Medium favorability: 'M', Low favorability: 'L'							

Amount not yet known

FOOTNOTES

(1) Per Sec. 1.1(d) of the KPC draft APA, KPC is 'entitled to all QAF IV and QAF V payments made to the Hospitals on and after the Signing Date' as transferred assets. Per Dentons, this treatment relates to DSH and Trauma payments as well. We estimated the net QAF / DSH / Trauma payments to be collected during the period between the signing date and the Effective Time for the purpose of calculating the payments that would be transferred. These interim payments reduce the value of KPC's bid.

(2) Included in cash closing costs are estimated employee severance and other 507(a)(4) and (5) amounts, subject to the applicable Payroll Caps. BRG to update numbers with additional data from John Si. Not included here are PTO costs - Per Sec. 1.9(d), Prime is assuming employee PTO costs up to a maximum of 300 hours per employee. Per Sec. 1.9(d), KPC is assuming employee PTO costs not subject to caps.

(3) Both Prime and KPC require that Medi-Cal liabilities needed to support ongoing QAF payments be paid by the Debtor at closing. The amount shown includes the SMC and SVMC current QAF-related liabilities and all outstanding cost report liabilities. These amounts are subject to change based on changes in government withholdings and payments made prior to sale.

(4) Mechanics lien amounts reflect filings through 11/15/2018.

(5) Per Sec 5.6 of the Prime APA, the cost of any notices and other filings associated with the CA AG will be divided equally between Prime and Verity.

(6) The 2005 Bond remediation is an intercredtior agreement provision that provides the 2005 bondholders with a special payment to cover the tax liability incurred in the event that St. Francis is sold to a taxable entity. Prime is a taxable entity and KPC is a non-profit

(7) Per Sec. 1.9(h) of the Prime draft APA, Prime to assume 50% of transfer tax liabilities. Per Sec. 1.9(h) of the KPC draft APA, KPC to assume 100% of these liabilities.

(8) Per Sec 1.8(x) of the Prime APA, QAF V net payments earned but not collected by Verity as of the Effective Time are excluded assets

(9) Per Sec 1.8(y) of the Prime APA, Trauma payments earned but not collected by Verity as of the Effective Time are excluded assets

(10) Potential cure costs were estimated at 65% of prepetition claims; neither bidder has provided a list of contracts to be assumed

(11) PACE Bonds of $40.0 million are shown net of associated cash of $34.4 million

Title 11, California Code of Regulations, § 999.5(d)(1)(C)

Exhibit 5

ILLUSTRATIVE PURCHASE PRICE CALCULATION
Illustrative Calculation as of: December 11, 2018
DRAFT

Verity Health System

Assets at auction:
St. Francis Medical Center
St. Vincent Medical Center
Seton Medical Center

	$ in 000's				Best Bid Designation			
	Auction Date: February 13, 2019				Prime		KPC	
	Expected Sale Closing Date				6/1/2019		6/1/2019	
	Cash Consideration:							
1)	Cash Payment, Pre-Adjustment				$ 390,000		$ 580,000	
2)	Escrow				-		-	
3)	Deposit				10,000		30,000	
	Total Cash Consideration				**$ 400,000**		**$ 610,000**	
4)	TVM Discount on Escrow				-		-	
5)	Discount on Escrow to cover post-closing obligations				-		-	
6)	Net QAF Reduction Amount (KPC APA)				-		(41,663)	(1)
7)	Gross QAF Increase Amount (KPC APA)				-		29,379	(1)
8)	Net DSH Reduction Amount (KPC APA)				-		(5,715)	(2)
9)	Cure Costs deducted from Cash Proceeds				-		-	
10)	Employee PTO deducted from Cash Proceeds				-		-	
	Total Net Cash Consideration	**a**			**$ 400,000**		**$ 592,001**	
	Cash Closing Costs borne by Estate:							
11)	Less: Employee Severance, Other paid by Debtors				(22,272)		(22,272)	(3)
12)	Less: Cure Costs paid by Debtors				-		-	
13)	Less: Costs to settle Govt payables paid by Debtors				(29,379)		(29,379)	(4)
14)	Less: Mechanics Liens paid by Debtors				(2,187)		(2,187)	(5)
15)	Less: CA AG Costs paid by Debtors				(100)		-	(6)
16)	Less: 2005 Bond Remediation				(68,000)		-	(7)
17)	Less: Transfer Taxes				-		-	(8)
18)	Working Capital Adjustment				-		-	
	Total Cash Closing Costs	**b**			**$ (121,938)**		**$ (53,838)**	
	Plus Excluded Assets / Operating Items	**Amount**	**Excluded**			**Excluded**		
19)	Patient Receivables (Collection rate of 100%)	121,951	No		-	No	-	(9)
20)	Post-Closing QAF Proceeds	135,589	Yes		135,589	No	-	(10)
21)	Post-Closing DSH Proceeds	8,434	No		-	No	-	
22)	Post-Closing Trauma Proceeds	9,052	Yes		9,052	No	4,115	(11)(2)
23)	Chapter 5 Causes of Action	-	No		-	No	-	
	Total Excluded Assets / Operating Items	**c**			**$ 144,641**		**$ 4,115**	
	Total Distributable Proceeds	**a + b + c**			**$ 422,703**		**$ 542,278**	
	Plus Assumed Liabilities:	**Amount**	**Assumed**			**Assumed**		
24)	Employee PTO	27,109	Yes		23,161	Yes	27,109	(3)
25)	Debtor Prepetition Cure Costs	50,000	Yes		50,000	Yes	50,000	(12)
26)	Mechanics Liens	2,187	No		-	No	-	
27)	CA AG Costs	200	50%		100	Yes	200	(6)
28)	2005 Bond Remediation	68,000	No		-	No	-	
29)	Transfer Taxes	-	50%		-	Yes	-	(8)
30)	PACE Bonds (Secured), Net of Cash	5,621	Yes		5,621	Yes	5,621	(13)
31)	Payables due to Government	29,379	No		-	No	-	
32)	Other	-	-		-	-	-	
	Total Assumed Liabilities	**d**			**$ 78,882**		**$ 82,929**	
	Total Aggregate Consideration	**a + b + c + d**			**$ 501,585**		**$ 625,207**	
	Shortfall to the Highest Distributable Proceeds				***$ 119,575***		***$ -***	
	Shortfall to the Highest Aggregate Consideration				***$ 123,622***		***$ -***	

Amount not yet known

FOOTNOTES

[1] Per Sec. 1.1(d) of the KPC draft APA, cash consideration shall be adjusted downward for the QAF IV and QAF V payments received by the Hospitals between the Signing Date and the Effective Time and for cash consideration to be adjusted upward for the QAF IV and QAF V payments made by the Hospitals during this time. The language allows for currently accrued QAF liabilities at SVMC and SMC of $24.9 million to be factored into the Net QAF Reduction calculation if paid during the interim. We estimated the net QAF payments to be collected during the period between the signing date and the Effective Time for the purpose of calculating the payments that would be transferred. These net positive interim payments reduce the value of KPC's bid.

[2] Per Sec 1.7(j) of the KPC APA, all DSH and Trauma payments related to service periods after the Signing Date are assumed by KPC. This leaves DSH and Trauma payments earned but not collected as of the assumed signing date of 12/1/2018 as a potential excluded asset.

NOTE: DSH and Trauma payments are not included in Excluded Assets per Sec. 1.8 of the KPC APA. 1.8 must be updated to establish the treatment described here and reflected above.

The DSH payments expected to be collected after the Signing Date exceed the DSH amount earned but not collected as of the Signing Date, so these amounts are netted to arrive at the amount owed to KPC for DSH as of the Effective Time. The single FY2019 Trauma payment is expected to be paid in August or September 2019, after the expected Effective Time, so the amount earned as of the Signing Date is expected to be paid back to Verity.

[3] Included in cash closing costs are estimated employee severance and other 507(a)(4) and (5) amounts, subject to the applicable Payroll Caps. Not included here are PTO costs - Per Sec. 1.9(d), Prime is assuming employee PTO costs up to a maximum of 300 hours per employee. Per Sec. 1.9(d), KPC is assuming employee PTO costs not subject to caps.

[4] Both Prime and KPC require that Medi-Cal liabilities needed to support ongoing QAF payments be paid by the Debtor at closing, which is a conservative reading of their respective APAs. The amount shown includes the SMC and SVMC current QAF-related liabilities and all outstanding cost report liabilities. These amounts are subject to change based on changes in government withholdings and payments made prior to sale.

[5] Mechanics lien amounts reflect filings through 11/15/2018.

[6] Per Sec 5.6 of the Prime APA, the cost of any notices and other filings associated with the CA AG will be divided equally between Prime and Verity up to $500,000, then assumed by Prime in total. The KPC APA states that KPC willl bear the cost of all CA AG filings.

[7] The 2005 Bond remediation is an intercreditor agreement provision that provides the 2005 bondholders with a special payment to cover the tax liability incurred in the event that St. Francis is sold to a taxable entity. Prime is a taxable entity and KPC is a non-profit.

[8] Per Sec. 1.9(h) of the Prime draft APA, Prime to assume 50% of transfer tax liabilities. Per Sec. 1.9(h) of the KPC draft APA, KPC to assume 100% of these liabilities.

[9] Per Sec 1.12 of the Prime APA, Patient A/R is pegged at $152 million. Our current estimate of A/R at closing is ~$122 million.

[10] Per Sec 1.8(x) of the Prime APA, QAF V net payments earned but not collected by Verity as of the Effective Time are excluded assets.

[11] Per Sec 1.8(y) of the Prime APA, Trauma payments earned but not collected by Verity as of the Effective Time are excluded assets.

[12] Potential cure costs were estimated at 65% of prepetition trade claims; neither bidder has provided a list of contracts to be assumed.

[13] PACE Bonds of $40.0 million are shown net of associated cash of $34.4 million.

PRIVILEGED AND CONFIDENTIAL

Qualitative Comparison of Stalking Horse Bids

DRAFT

	Prime	KPC
AG Approval Risk		
Mission Compatibility		
Financing Risks		
Due Diligence		
Legal Risks of APA		
Auction Risk		
Union Risk		
Numerical Score (Out of 7)	4.25	4.25

Less Favorable						**More Favorable**
Less Favorable	-	0.25	0.50	0.75	1.00	**More Favorable**

Title 11, California Code of Regulations, § 999.5(d)(1)(C)

Exhibit 6

VERITY HEALTH SYSTEM OF CALIFORNIA, INC.
BOARD OF DIRECTORS MEETING

Thursday, February 7, 2019

El Segundo, California

MINUTES

PRESENT
Terry Belmont, *Secretary*
Jack Krouskup, *Board Chair*
Andrew Pines, *Vice Chair*
Charles Patton
Ernest Agatstein
Jim Barber

ABSENT
Chris Selecky

MANAGEMENT/ STAFF
Richard Adcock, Chief Executive Officer
Anita Chou, Chief Financial Officer
Anthony Armada, Chief Operating Officer
Tirso del Junco Jr., MD, Chief Medical Officer
Steven Sharrer, Chief Human Resources Officer
Elspeth Paul, General Counsel
Jessica M. Davis, Exec. Assistant, *Recorder*

GUESTS
Sam Maizel, Dentons US LLP
Tania Moyron, Dentons US LLP
Jim Moloney, Cain Brothers
Carsten Beith, Cain Brothers
Peter Chadwick, Berkeley Research Group
Chris Kearns, Berkeley Research Group
John Chesley, Ropes & Gray

1. CALL TO ORDER

A quorum being present, the Board Meeting was called to order at 12:03 PM

2. CONSENT AGENDA

The Board was presented the Consent Agenda, attached hereto as Exhibit A, and the Board approved the Consent Agenda.

3. LEGAL & COMPLIANCE UPDDATE

Ms. Paul updated the board on the recent phishing incidents that have taken place. There has been no evidence of use of individual or personal information and VHS has implemented system-wide mandatory employee training and reissued forced password change for all users.

4. GENERAL OPERATIONS & QUALITY

Mr. Armada gave a brief update on the end of January half-day surveys, each of which went well.

The transition is set to be completed for O'Connor Hospital and St. Louise Regional Hospital on February 28th, 2019. The team will continue to work with Santa Clara County during and after the transition.

Dr. del Junco gave an update on the next filing by the patient care ombudsman (PCO). The PCO has been visiting the facilities and reviewing data.

5. RECENT FINANCIAL RESULTS

Ms. Chou gave an overview of VHS finances and financial forecast.

Mr. Chadwick reviewed the revised debtor-in-possession budget.

6. VERITY MEDICAL FOUNDATION

Mr. Chadwick provided a historic overview of the operating loss of Verity Medical Foundation and discussed the numerous transactions that management is negotiating to transition each clinic.

7. SALE UPDATE

Mr. Moloney gave a sale process update. Cain and Dentons are working on the Stalking Horse Bid and bid procedures for the April 8th and 9th Auction.

Mr. Chadwick gave an overview of the case timeline.

8. SALE PROCEEDS HURDLE ANALYSIS

Mr. Chadwick and Mr. Galfus discussed various possible sale proceeds outcomes and an overview of professionals' fees for the case.

9. BOARD ACTION

Upon a motion duly made and seconded, the Board approved the Stalking Horse Resolution attached hereto as Exhibit B.

There being no further business before the Board, the meeting was adjourned at 3:18 PM

[redacted]

Terry Belmont, Secretary

April 15, 2019
Date

Exhibit A

1. Approval of December 4, 2018 Board of Directors Meeting Minutes
2. Approval of December 11, 2018 Board of Directors Meeting Minutes
3. Approval of December 11, 2018 Board of Directors Executive Session Meeting Minutes

Exhibit B

See attached resolutions.

RESOLUTIONS APPROVED BY THE BOARD OF DIRECTORS
OF
VERITY HEALTH SYSTEM OF CALIFORNIA, INC.

The board of directors (the "Board") of VERITY HEALTH SYSTEM OF CALIFORNIA, INC., a California nonprofit public benefit corporation (the "Company"), hereby adopts the following resolutions, at a duly-held meeting of the Board.

WHEREAS, the Company filed for protection under the provisions of chapter 11 of title 11 of the United States Code;

WHEREAS, in connection with such proceedings the Board has reviewed and discussed the recommendations of the advisors of the Company, including Dentons US LLP, Berkeley Research Group and Cain Bros.;

WHEREAS, the Company has been presented with an opportunity (the "Potential Transaction") to enter into an Asset Purchase Agreement (a "Purchase Agreement") with either of (i) Strategic Global Management, Inc., a California for-profit corporation ("SGM") or (ii) Prime Healthcare Services, Inc., a Delaware for-profit corporation ("Prime" and, together with SGM, each a "Purchaser") as a "stalking horse bidder" for the potential sale to Purchaser of the hospitals and other assets (the "Hospitals") owned by St. Francis Medical Center, a California nonprofit public benefit corporation ("SFMC"), St. Vincent Medical Center, a California nonprofit public benefit corporation ("SVMC"), and Seton Medical Center, a California nonprofit public benefit corporation ("SMC" and, together with SFMC and SVMC, the "Affiliates");

WHEREAS, the Board is approving the Purchase Agreements, with the ultimate choice between SGM and Prime to be made by the Executive Committee of the Board;

WHEREAS, the Company and Verity Holdings, LLC would sell certain related assets to the chosen Purchaser pursuant to the Potential Transaction as set forth in the Purchase Agreement; and

WHEREAS, the Board has reviewed and approved certain key terms of each Purchase Agreement set forth in a comparison chart prepared by management and Company counsel attached hereto as Exhibit A (the "Asset Purchase Agreement Comparison") and includes the purchase prices ("Purchase Price");

WHEREAS, Cain Bros. has demonstrated to the Board that Cain Bros. has actively and thoroughly marketed the Hospitals; and

WHEREAS, Berkeley Research Group has provided an independent analysis of the benefit to the estate regarding each proposed Purchase Agreement.

NOW, THEREFORE, the Board hereby determines that it is necessary, advisable and in the best interests of the Company that the following resolutions are hereby adopted:

RESOLVED, that Executive Committee of the Board shall determine whether Prime or SGM shall be the "stalking horse bidder;"

FURTHER RESOLVED, that the Potential Transactions and the Purchase Agreements, on substantially the terms presented to the Board in the Asset Purchase Agreement Comparison (with such deviations as may be approved by the officers of the Company after consultation with the Chair or, in the Chair's absence, the Vice Chair), with the chosen Purchaser as the "stalking horse bidder," and all documents incident thereto be, and the same hereby are, in all respects approved as being in the best interests of the Company for itself and acting as sole member of the Affiliates;

FURTHER RESOLVED, that it is the judgment of the Board that it is advisable and in the best interests of the Company and its direct and indirect affiliates, having considered the interests of creditors and other interested parties, that the Board approve each of the Purchase Prices;

FURTHER RESOLVED, that the officers of the Company, or any one or more of them, be, and each of them hereby is, authorized and directed, for and on behalf of the Company and the Affiliates, to execute and deliver the Purchase Agreement and to consummate the Potential Transaction, on substantially the same terms approved by these resolutions, with such changes thereto as the officer or officers executing the Purchase Agreement shall approve, such approval to be conclusively evidenced by such officer's or officers' execution and delivery thereof;

FURTHER RESOLVED, that the officers of the Company, or any one or more of them, be, and each of them hereby is, authorized and directed, for and on behalf of the Company and the Affiliates, to execute, seal, attest and deliver all such instruments, certificates, agreements and other documents, to pay all such fees and expenses, and to do and perform all such acts and things as may be necessary or desirable to consummate the transactions contemplated by the Purchase Agreement; and

FURTHER RESOLVED, that any acts of the officers of the Company in connection with the Potential Transaction and the transactions contemplated by the Purchase Agreement, and of any person or persons designated or authorized to act by any officer of the Company in furtherance of such transactions, which acts would have been authorized by the foregoing resolutions, except that such acts were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved and adopted in all respects.

ASSET PURCHASE AGREEMENT COMPARISON

(Key Differences are Highlighted in red text)

APA Provision	KPC Draft 11/16/2018	Prime Draft 11/28/2018
APA Parties	Verity Health System of California, Inc., a California nonprofit public benefit corporation ("Verity"), Verity Holdings, LLC, a California limited liability company ("Verity Holdings"), St. Francis Medical Center, a California nonprofit public benefit corporation ("St. Francis"), St. Vincent Medical Center, a California nonprofit public benefit corporation ("St. Vincent"), Seton Medical Center, a California nonprofit public benefit corporation ("Seton") and Seton Medical Center Coastside, a California nonprofit public benefit corporation ("Seton Coastside") (Verity, Verity Holdings, St. Francis, St. Vincent, Seton and Seton Coastside are each referred to herein individually as a "Seller" and collectively as the "Sellers") Strategic Global Management, Inc., a California for-profit corporation ("Purchaser").	St. Francis Medical Center, a California nonprofit public benefit corporation ("St. Francis Medical Center"), St. Vincent Medical Center, a California nonprofit public benefit corporation ("St. Vincent Medical Center"), Seton Medical Center, a California nonprofit public benefit corporation ("Seton" and together with St. Francis Medical Center and St. Vincent Medical Center, collectively, the "Hospital Sellers"), Verity Holdings, LLC, a California limited liability company ("Verity Holdings"), and Verity Health System of California, Inc., a California nonprofit public benefit corporation ("Verity Health", and together with St. Francis Medical Center, St. Vincent Medical Center, Seton and Verity Holdings, each individually "Seller" and collectively, "Sellers") Prime Healthcare Services, Inc., a Delaware corporation ("Purchaser")
Consideration **APA § 1.1**	(a) Cash payment to Sellers (the "Cash Consideration") of Six Hundred Ten Million Dollars ($610,000,000.00), which shall be payable to Seller; plus (b) Payment of Cure Costs associated with any Assumed Leases and/ or Assumed Contracts. APA §5.9 Cure Costs: Purchaser, upon assumption, shall pay the Cure Costs for each Assumed Contract and Assumed Lease so that each such Assumed Contract and Assumed Lease may be assumed by the applicable Seller and assigned to Purchaser in accordance with the provisions of section 365 of the Bankruptcy Code, which amounts shall be deducted from the Purchase Price. For purposes of this Agreement, "Cure Costs", means all amounts that must be paid and all obligations that otherwise must be satisfied, including	(a) Purchase Price: (i) Cash payment by Purchaser to Sellers (the "Cash Consideration") of Four Hundred Million Dollars ($400,000,000), which shall be payable Three Hundred Twenty-Five Million Dollars ($325,000,000) to St. Francis Medical Center, Fifty-Five Million Dollars ($55,000,000) to St. Vincent Medical Center, Twenty Million Dollars ($20,000,000) to Seton for Seton Hospital and Seton Coastside Hospital; plus (ii) Assumption of Hospital Sellers' accrued vacation and other paid time off as of the Closing (which as of August 31, 2018 had an aggregate value of Twenty-Five Million Four Hundred Thousand Dollars ($25,400,000) (valued at Ten Million Two Hundred Thousand Dollars ($10,200,000) for St. Francis Medical Center, Six Million One Hundred Thousand Dollars ($6,100,000) for St. Vincent Medical Center, Eight Million One Hundred

APA Provision	KPC Draft 11/16/2018	Prime Draft 11/28/2018
	pursuant to Sections 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the assumption and/or assignment of the Assumed Contracts and Assumed Leases to Purchaser as provided herein. [Note: In KPC's draft KPC had added that Cure Costs would be deducted from the Purchase Price.] PACE is not included in KPC APA.	Thousand Dollars ($8,100,000) for Seton Hospital and One Million Dollars ($1,000,000) for Seton Coastside Hospital)); plus (iii) Assumption of Forty Million Dollars ($40,000,000) of indebtedness of Seton as Obligated Party and Property Owner under the (i) Agreement to Pay Assessment and Finance Improvements dated May 17, 2017 with California Statewide Communities Development Authority ("CSCDA") and (ii) Agreement to Pay Assessment and Finance Improvements dated May 18, 2017 with CSCDA (collectively the "Special Assessments") each associated with of the Property Assessed Clean Energy ("PACE") (seismic and clean energy) loans (collectively the "PACE Obligations"); plus (iv) Payment of Cure Costs (as defined below) associated with any Assumed Leases and/or Assumed Contracts as determined in accordance with Section 1.11 and Section 5.8, including but not limited to the Cure Costs for the Assumed Leases and/or Assumed Contracts identified on Schedule 1.1(a)(iv), and assumption of the other Assumed Obligations (as defined below); plus (v) Purchaser's agreement to exclude the Hospital Quality Assurance Fee Program payments, as set forth in Section 1.8(x), which is valued at [One Hundred Seventy Million Dollars ($170,000,000)].
Good Faith Deposit **APA § 1.2** **and** **Diligence Out**	1.2.1 On or prior to the Signing Date, Purchaser has made a good faith deposit in the amount of Ten Million Dollars ($10,000,000.00) by wire transfer to an account designated by Seller (such amount, as it may be increased as provided in this Section 1.2, is referred to herein as the "Deposit"). **[Diligence Out]** 1.2.2 Purchaser shall continue its due diligence investigation of Sellers during the thirty (30) day period following the Signing Date (such 30-day period is referred to herein as the "Final Diligence Period"). If Purchaser is not, in its sole and absolute discretion, satisfied with the results of its due diligence investigation during the Final Diligence Period, Purchaser may	Purchaser will make a good faith deposit in the amount of [Ten Million Dollars ($10,000,000)] (the "Deposit") by wire transfer to an account designated by Sellers, which shall be funded by Purchaser not later than five (5) business days after the Signing Date. The Deposit shall be refundable in all events, except in the event the Closing does not occur due to the Purchaser materially breaching its obligations under this Agreement. Upon Closing, the Deposit will be credited against the Purchase Price. **Diligence Out APA § 9.2(c):** (c) by Purchaser if, in its sole and absolute discretion, it is not satisfied with either (i) the results of its due diligence examination of the Hospitals, or (ii) the contents of any schedule

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	terminate this Agreement pursuant to Section 9.1(c) (an "Early Termination"), in which case Sellers shall refund the Deposit plus any interest earned thereon no later than five (5) business days after delivery by Purchaser of a notice of Early Termination. 1.2.3 Unless this Agreement is terminated, Purchaser will: (a) increase the Deposit by $10,000,000.00, for a total Deposit of $20,000,000.00, no later than one (1) business day following the end of the Final Diligence Period; (b) increase the Deposit by additional $10,000,000.00, for a total Deposit of $30,000,000.00, no later than two (2) business days following the filing with the Bankruptcy Court of the Sales Procedures Motion as provided in Section 6.1(b); and (c) increase the Deposit by an additional $31,000,000.00, for a total Deposit of $61,000,000.00, no later than two (2) business days following Bankruptcy Court approval of the Sales Procedures Motion as provided in Section 6.1(c). 1.2.4 Unless this Agreement is terminated by Purchaser pursuant to its termination rights provided in this Agreement, the Deposit shall be non-refundable in all events, except in the event the Closing does not occur due to any of (i) Seller accepting the bid of a rival bidder, (ii) Sellers breaching any of their material obligations under this Agreement, (iii) any of the Closing conditions set forth in Section 8.2 (Bankruptcy Court Approval), Section 8.3 (Signing and Delivery of Instruments), Section 8.4 (Performance of Covenants), Section 8.5 (Closing Representations) and Section 8.7 (Attorney General Approval) shall have not been satisfied or waived by Purchaser on or before the Termination Date, or (iv) Purchaser has terminated this Agreement pursuant to Section 9.1(c). Upon Closing, the Deposit will be credited against the Purchase Price. Pending the Closing, or until this Agreement is terminated, the Deposit shall be held in an interest bearing account, with interest credited to Purchaser, at a financial institution mutually acceptable to Purchaser and Sellers. In addition, on the Signing Date, Purchaser shall deliver	or exhibit that was not completed and attached to this Agreement as of the Signing Date, but which has been provided to Purchaser no later than ten (10) calendar days after the Signing Date, and Purchaser has notified Seller of its election to terminate the Agreement under this Section 9.2(c) on or prior to the Bid Deadline, which notice may be given by facsimile or email correspondence, provided that for the avoidance of doubt, following expiration of the Final Diligence Period, notwithstanding anything else in this Section 9.2(c), Purchaser shall not be entitled to terminate this Agreement (or not Close) as a result of the breach of any representation or warranty made by Sellers (or any of them) other than the breach of a Sales Order Date Representation, but in each case solely to the extent such breach of a Sales Order Date Representation would result in a Material Adverse Effect; provided, further, that any dispute between Purchaser and Sellers as to whether a Material Adverse Effect has occurred for any purpose under this Agreement shall be exclusively settled by a determination made by the Bankruptcy Court;

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	to Sellers executed binding commitment letters from its financing sources, in form and substance satisfactory to Sellers in their discretion. 1.2.5 During the Final Diligence Period, Sellers shall not enter into any other agreement or accept any other offer to sell the assets subject to this Agreement, except under a back-up arrangement that becomes effective only in the event this Agreement is properly terminated.	
Purchased Assets **APA § 1.7**	Purchaser shall acquire, all of each Seller's right, title and interest in and to only the following assets and properties, as such assets shall exist on the Closing Date, in each case (notwithstanding anything else in this Agreement) solely to the extent used primarily in the conduct of the Businesses and to the extent not included among the Excluded Assets, such transfer being deemed to be effective at the Effective Time: (a) Personal Property, (b) Licenses, (c) Assumed Leases, (d) Assumed Contracts, (e) all claims, rights, interests and proceeds except Excluded Settlements and Actions and Ch.5 causes of action not related to the Assumed Contracts or Assumed Leases, (f) Inventory, (g) other than Utility deposits Prepaids, (h) transferable records, manuals, forms, and related software (i) technology equipment, (j) see below, (k) see below, (l) see below, (m) see below, (n) **all insurance proceeds**; (o) **all surpluses arising out of any risk pools**, (p) **unclaimed property**; (q) warranties on the Assets, (r) manufacturer and vendor warranties, (s) marks and names, (t) goodwill; (u) telephone numbers, (v) Licenses, (w) any other assets owned by such Seller that are primarily used in the operation of the Hospital of such Seller.	Purchaser shall acquire, all of each Seller's right, title and interest in and to the following Assets, to the extent not included among the Excluded Assets, with such transfer being deemed to be effective at the Effective Time: (a) Personal Property, (b) Licenses, (c) Assumed Leases, (d) Assumed Contracts, (e) all claims, rights, interests and proceeds except Excluded Settlements and Actions and Ch.5 causes of action not related to the Assumed Contracts or Assumed Leases, (f) Inventory, (g) other than Utility deposits Prepaids, (h) transferable records, manuals, forms, (i) manufacturer and vendor warranties, (j) see below, (k) see below, (l) see below, (m) marks and names, (n) goodwill; (o) telephone numbers, (p) websites and social media, (q) provider agreements, (r) additional properties, (s) EMR, (t) Purchased Verity Holdings Assets, (u) AR causes of action and causes under Assumed Contracts and Assumed Leases, (v) any other assets owned by such Seller that are primarily used in the operation of the Hospital of such Seller, **(w) all of Seton's interest in and to the PACE Obligations.**
Permitted Exceptions **APA § 1.7**	As used herein, the term "Permitted Exceptions" means (i) the Assumed Obligations; (ii) liens for taxes not yet due and payable (iii) easements, rights of way, zoning ordinances and other similar encumbrances affecting real property; (iv) other imperfections of title or encumbrances, if any, which are not monetary in nature	As used herein, the term "Permitted Exceptions" means (i) the Assumed Obligations; (ii) the PACE Obligations; (iii) liens for taxes not yet due and payable; (iv) easements, rights of way, zoning ordinances and other similar encumbrances affecting real property; (v) other imperfections of title or encumbrances which

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	and that are not, individually or in the aggregate, material to the business of the Hospital; and (v) any agreements made with any governmental authority in order to obtain any consent or approval, including, without limitation, in connection with the Medicare and Medi-Cal provider numbers.	are not monetary in nature and that are not, individually or in the aggregate, material to the business of the Hospitals; and (vi) other imperfections of title or encumbrances that are expressly identified on Schedule 1.7 hereof.
Treatment of DSH, Trauma Funding and QAF **APA § 1.7** **And** **APA § 1.8**	**Purchased Assets:** (j) all Disproportionate Share Hospital Payments and all Quality Assurance Fees to be paid for periods prior to and after the Effective Time; (k) all Hospital Care Assurance Program payments and payments from the State of California or any of its administrative entities or other entitles to support the Hospital (together with Medicare and California Medicaid supplemental payments, the "Supplemental Payments") received on and after the Effective Time regardless of the state fiscal year for which the Supplemental Payments are made in reference to and regardless of the state fiscal year for which the data was derived to calculate eligibility for such payments; (l) all accounts and interest thereupon, notes and interest thereupon and other receivables of such Seller, including, without limitation, accounts, notes or other amounts receivable, and all claims, rights, interests and proceeds related thereto, including all accounts and other receivables, disproportionate share payments and Seller Cost Report settlements related thereto, in each case arising from the rendering of services or provision of goods, products or supplies to inpatients and outpatients at the Hospital of such Seller, billed and unbilled, recorded and unrecorded, for services, goods, products and supplies provided by such Seller prior to the Effective Time whether payable by Medicare, Medicaid, or any other payor (including an insurance company), or any health care provider or network (such as a health maintenance organization, preferred provider organization or any other managed care program) or any fiscal intermediary of the foregoing, private pay patients, private insurance or by any other	**Purchased Assets:** (j) except as stated in Section 1.7(k) and Section 1.7(l), all rights of the Hospitals to payments from any governmental, administrative or regulatory entities to support the Hospitals, including but not limited to all net Disproportionate Share Hospital payments; (k) all rights of the Hospitals to Measure B trauma funding to be paid related to service periods ending on or after the Effective Time (solely to the extent collected after Closing); for the avoidance of doubt, any of the aforementioned payments, whether received before or after the Effective Time, that are in connection with services provided for any period prior to the Effective Time are not included as part of the Assets (and shall be Excluded Assets notwithstanding any other provision of this Agreement) and shall remain with Sellers (or if received by the Purchaser after the Effective Time, shall be returned to Sellers within thirty (30) calendar days of receipt); (l) except as stated in Section 1.7(k), all accounts and interest thereupon, notes and interest thereupon and other receivables of such Seller, including, without limitation, accounts, notes or other amounts receivable, and all claims, rights, interests and proceeds related thereto, including all accounts and other receivables, and Seller Cost Report settlements related thereto, in each case arising from the rendering of services or provision of goods, products or supplies to inpatients and outpatients at the Hospital of such Seller, billed and unbilled, recorded and unrecorded, for services, goods, products and supplies provided by such Seller prior to the Effective Time whether payable by Medicare, Medicaid, or any other payor (including an insurance

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	source (collectively, "Accounts Receivable"); (m) other than the Excluded Settlements and Actions, all regulatory settlements, rebates, adjustments, refunds or group appeals, including without limitation pursuant to all cost reports filed by Sellers for payment or reimbursement from government payment programs and other payors with respect to periods prior to the Closing Date; [Note: KPC draft deleted QAF V Program and Measure B trauma funding language throughout.]	company), or any health care provider or network (such as a health maintenance organization, preferred provider organization or any other managed care program) or any fiscal intermediary of the foregoing, private pay patients, private insurance or by any other source (collectively, "Accounts Receivable"), provided that notwithstanding anything else in this Agreement, with respect to the California Department of Health Care Services Hospital Quality Assurance Fee Program (the "QAF V Program") the Assets shall include only the "QAF V Purchaser Net Payments" which shall be, with respect to each Hospital, an amount equal to the product of: (i) all payments received or to be received by such Hospital under the QAF V Program net of all payments made or required to be made by such Hospital in respect of the QAF V Program including payments to the California Health Foundation & Trust; multiplied by the ratio of (ii) (x) the total number of days between the Effective Time and June 30, 2019 divided by (y) 911. **Excluded Assets:** (x) except for the QAF V Purchaser Net Payments, all Hospital Quality Assurance Fee Program payments, including, without limitation, the QAF V Seller Net Payments which means with respect to each Hospital, an amount equal to the product of: (i) all payments received or to be received by such Hospital under the QAF V Program net of all payments made or required to be made by such Hospital in respect of the QAF V Program including payments to the California Health Foundation & Trust; multiplied by the ratio of (ii) (x) the total number of days between January 1, 2017 and the Effective Time, divided by (y) 911, which if such Hospital Quality Assurance Fee Program payments are received by the Purchaser after the Effective Time, shall be returned to Sellers within ninety (90) calendar days of receipt by Purchaser; (y) as referenced in Section 1.7(k), all Measure B trauma funding, whether received before or after the Effective Time, that are in connection with services provided for any period prior to the Effective Time. If such payments are received by Purchaser after the Effective Time, such payments shall be paid by Purchaser to

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		Sellers within thirty (30) calendar days of receipt. To the extent any such payments relate to periods both prior to and after the Effective Time, Sellers' portion shall equal (1) the payment multiplied by the ratio of (2) (x) the total number of days between the beginning of the relevant service period and the Effective Time divided by (y) the total number of days in the service period the payment relates to. For example, if a future payment of $1,000 related to the service period of April 1, 2019 through June 30, 2019 was made after the Effective Time and the illustrative Closing Date was June 1, 2019, then Sellers' portion would be $681.32 ($1,000 x (62 days / 91 days));
Excluded Assets **APA § 1.8**	"Excluded Assets" include all Benefit Plans and the assets of all Benefit Plans; Contracts and Leases which are not assumed; inventory and assets disposed of by any Seller in the ordinary course of business after the Signing Date but prior to the Effective Time; all claims, counterclaims, and causes of action of each Seller or each Seller's bankruptcy estate; all insurance policies and contracts and coverages obtained by any Seller or listing a Seller as insured party, a beneficiary or loss payee; all bank accounts of each Seller (except as otherwise provided); all tax refunds of each Seller; and all accounts and interest thereupon, notes and interest thereupon and other receivables of Sellers. [Note QAF and Measure B sections were deleted from KPC draft]	In addition to the assets excluded in the KPC APA *see* the Treatment of DSH, Trauma Funding and QAF above.

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Assumed Liabilities **APA § 1.9**	"Assumed Obligations" include all Assumed Contracts and Assumed Leases and all liabilities and obligations arising thereunder on and after the Effective Time, *including any Cure Costs*; all liabilities and obligations arising out of or relating to any act, omission, event, or occurrence connected with the use, ownership, or operation by Purchaser of the Businesses or any of the Assets on or after the Effective Time; all unpaid real and personal property taxes that are attributable to the Assets after the Effective Time, subject to prorations; and all liabilities and obligations arising on or following the Effective Time relating to utilities being furnished to the Assets, subject to prorations. Both APAs include a Schedule for other obligations and liabilities.	"Assumed Obligations" in KPC APA with the following variations: • all accrued paid time off pay for Hired Employees up to a maximum of 300 hours per Hired Employee; • all liabilities and obligations of such Seller related to the Hired Employees for periods following the Effective Time; provided, however, that Purchaser does not assume, and each such Seller shall remain fully and solely responsible for any duties, obligations or liabilities arising from or related to employment-related documentation required to be maintained by such Seller prior to the Effective Time, including but not limited to, documentation of I-9 compliance for the Hired Employees; • fifty percent (50%) of any documentary, sales and transfer tax liabilities of such Seller incurred as a result of the consummation of the transaction contemplated by this Agreement; and **Deleted**: QAF IV and QAF V fees due and owing by the Hospitals beginning as of the Closing Date
Excluded Liabilities **APA § 1.10**	Purchaser shall not assume or become responsible for any duties, obligations, or liabilities of any Seller other than the Assumed Obligations.	Substantially the same.
Designation of Assumed Contracts and Assumed Leases **APA § 1.11**	Not later than ten (10) days after entry of the Sale Order (i) Purchaser shall notify each Seller in writing of which Evaluated Contracts are to be assumed by such Seller and assigned to Purchaser, and (ii) Purchaser shall notify each Seller in writing signed and dated by Purchaser of which Evaluated Contracts are to be rejected by such Seller (collectively, the "Rejected Contracts").	Not later than the Bid Deadline, Sellers shall provide Purchaser the amount that must be paid and all obligations that must be satisfied in order for Sellers to assign and Purchaser to assume such Evaluated Contract. Not later than sixty (60) days after entry of the Sale Order (i) Purchaser shall notify each Seller in writing of which Evaluated Contracts are to be assumed by such Seller and assigned to Purchaser, and (ii) Purchaser shall notify each Seller in writing signed and dated by Purchaser of which Evaluated Contracts are to be rejected by such Seller (collectively, the

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		"Rejected Contracts").
Unions; Collective Bargaining Agreements	APA § 1.9 Assumed Obligations: (i) any and all liabilities and obligations arising under the law or bankruptcy court order(s) relating to any collective bargaining agreement or other contract with any labor union or labor relations entity applicable to and/or covering employees of the Hospital; APA § 5.3 Certain Employment Matters: (d) With respect to any collective bargaining agreements or labor contract with respect to any union employees, Purchaser shall comply with the applicable laws and bankruptcy court orders relating to collective bargaining agreements or labor contracts.	APA Art. 2 Representations and Warranties of Sellers: 2.15 Required Consents. Except as set forth in Schedule 2.15, and other than in connection with any Licenses, any provider agreements (including any such agreements with a governmental authority), the CA AG (defined below) and any collective bargaining agreement, Sellers are not a party to or bound by, nor are any of the Assets subject to, any mortgage, or any material lien, deed of trust, material lease, or material contract or any material order, judgment or decree which, after giving effect to the Sale Order (a) will require the consent of any third party to the execution of this Agreement or (b) will require the consent of any third party to consummate the transactions contemplated by this Agreement. APA Art. 4 Covenants of Sellers: 4.7 Contract with Unions. Representatives of Sellers who are parties to collective bargaining agreements and Purchaser shall meet and confer from time to time as reasonably requested by either party to discuss strategic business options and alternative approaches in negotiating each collective bargaining agreement. The applicable Sellers and Purchaser shall each participate in all union negotiations related to any specific collective bargaining agreement. Promptly following the Signing Date, applicable Sellers shall use commercially reasonable efforts to initiate discussions with Purchaser and conduct discussions to renegotiate each collective bargaining agreement currently in effect with each applicable union. The applicable Sellers will not unreasonably withhold, condition or delay approval or implementation of any successfully renegotiated collective bargaining agreement. The parties recognize that an applicable Seller's failure to secure a modification to any collective bargaining agreement, or to conclude a successor collective bargaining agreement shall not be a breach of Sellers' obligation under this Agreement, provided that if the unions refuse to negotiate, or otherwise are not timely,

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		reasonable or realistic in renegotiating, the collective bargaining agreements during the period between the Signing Date and the Closing Date, Sellers and Purchaser will jointly consider, and negotiate mutually in good faith, alternative approaches that may be available and/or necessary to reduce Sellers' labor cost structure, including, but not limited to, seeking to reject the collective bargaining agreement(s). APA § 5.3 Certain Employment Matters: (f) With respect to any collective bargaining agreements or labor contract with respect to any employees, Purchaser shall comply with the applicable laws and bankruptcy court orders relating to collective bargaining agreements or labor contracts and the provisions of Section 4.6, hereof. Art. 5 Covenants of Purchaser: 5.9 Contract with Unions. Representatives of Sellers who are parties to collective bargaining agreements and Purchaser shall meet and confer from time to time as reasonably requested by either party to discuss strategic business options and alternative approaches in negotiating each collective bargaining agreement. The applicable Sellers and Purchaser shall each participate in all union negotiations related to any specific collective bargaining agreement. Promptly following the Signing Date, applicable Sellers shall use commercially reasonable efforts to initiate discussions with Purchaser and conduct discussions to renegotiate each collective bargaining agreement currently in effect with each applicable union. The applicable Sellers will not unreasonably withhold, condition or delay approval or implementation of any successfully renegotiated collective bargaining agreement. The parties recognize that an applicable Seller's failure to secure a modification to any collective bargaining agreement, or to conclude a successor collective bargaining agreement shall not be a breach of Sellers' obligation under this Agreement, provided that if the unions refuse to negotiate, or otherwise are not timely, reasonable or realistic in renegotiating, the collective bargaining agreements during the period between the Signing Date and the

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		Closing Date, Sellers and Purchaser will jointly consider, and negotiate mutually in good faith, alternative approaches that may be available and/or necessary to reduce Sellers' labor cost structure, including, but not limited to, seeking to reject the collective bargaining agreement(s).
Closing and Diligence Period **APA § 1.3**	The Closing Date shall occur within five (5) business days following the satisfaction or waiver of the conditions precedent to Closing set forth in in Articles 7 and 8 of the APA. APA § 1.2.2: Final Diligence Period is the 30-day period following the Signing Date.	The Closing Date shall occur within five (5) business days following the satisfaction or waiver of the conditions precedent to Closing set forth in in Articles 7 and 8 of the APA. APA § 1.12: Final Diligence Period is from the Signing Date until the Bid Deadline.
Conduct of Business Prior to Closing	APA § 4.6 11/16 Draft did not include Material Adverse Effect language. From the Effective Date until Closing, Sellers shall continue to operate the Hospitals as presently operated, and consistent with such operation, use commercially reasonable efforts to maintain insurance, pay stay bonuses if permitted by the Bankruptcy Court, maintain the Assets in materially the same condition, perform obligations under contracts, allow for offers of post-Closing employment, timely correct material deficiencies cited by a governmental authority, comply in all material respects with legal requirements, and maintain all material approvals, permits and environmental permits.	APA § 4.8 Prime Deleted: "in each case except as would not have a Material Adverse Effect" Language is substantially the same in both APAs.

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Attorney General Approval **APA § 7.5**	7.5 Attorney General Approval. Purchaser recognizes that transactions contemplated by this Agreement are subject to review and approval of the Attorney General of the State of California. Purchaser agrees to close the transactions contemplated by this Agreement notwithstanding any conditions imposed by the Attorney General of the State of California, provided those conditions are no worse than the conditions described in a schedule to be provided to the Sellers by Purchaser promptly following the expiration of the Final Diligence Period (which schedule would be filed with the Bankruptcy Court under seal). Purchaser agrees that its determination of whether to close the transactions contemplated by this Agreement due to conditions imposed by the Attorney General of the State of California (if such conditions are worse as described in the immediately preceding sentence) is subject to Bankruptcy Court review of such other standard agreed to by the parties.	7.5 Attorney General Provisions. Purchaser recognizes that transactions contemplated by this Agreement may be subject to review and approval of the CA AG. Purchaser agrees to close the transactions contemplated by this Agreement, so long as any conditions imposed by the CA AG are substantially consistent with the conditions set forth on Schedule 8.6 or the Bankruptcy Court compels the CA AG to approve the transaction based on the conditions set forth on Schedule 8.6. In the event the CA AG imposes conditions on the transactions contemplated by this Agreement which are not substantially consistent with Schedule 8.6, then Purchaser shall not be required to consummate the transactions contemplated by this Agreement unless any such conditions are satisfactory to Purchaser, in Purchaser's sole discretion. Sellers shall be entitled (in their sole discretion) to challenge any of the conditions imposed by the CA AG which are not substantially consistent with Schedule 8.6, by litigation or otherwise as Sellers shall elect.
Bid Protections **APA Art. 6**	"Break-Up Fee" shall mean a breakup fee in the amount of $30,500,000. (5% of the Purchase Price) Expense Reimbursement not addressed. The Agreement will terminate immediately after Purchaser is paid its Deposit plus interest and the Break-Up Fee. 11/16 Draft is silent as to whether the Break-Up fee would be paid if KPC purchased some of the Assets.	"Break-Up Fee" shall mean a breakup fee in the amount of $15,000,000. The "Expense Reimbursement" shall mean reasonable costs and expenses incurred by Purchaser related to its due diligence, and pursuing, negotiating, and documenting the transaction(s) contemplated by the APA. Expense Reimbursement shall not exceed $2,350,000. The "Bid Protections" shall collectively mean the Breakup Fee and the Expense Reimbursement. The Bid Protections shall be payable pursuant to the terms of the APA in the event that the APA is terminated due to Sellers' consummation of an Alternative Transaction and/or under such other conditions specified in the APA.

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Buyer's Termination Rights **APA Art. 9**	Note: Material Casualty not addressed in KPC APA. The APA may be terminated at any time prior to Closing by Purchaser if a material breach of the APA has been committed by Sellers. Purchaser may terminate the APA prior to end of Final Diligence Period. The APA may also be terminated by Purchaser or Sellers in the event that (i) the Bankruptcy Case is dismissed, or (ii) Closing has not occurred by [DATE]. *See* Diligence Out summarized above. APA Art. 6: If Sellers fails to obtain Bankruptcy Court approval for the Sales Procedures Motion by no later than [DATE], Purchaser shall have the right to terminate this Agreement, without recourse or liability, and Seller shall immediately thereafter return to Purchaser the Deposit and any interest earned thereon.	Purchaser may terminate the APA upon 5 days prior notice after a Material Casualty. Damage or destruction to the Assets shall be deemed a "Material Casualty" if, as reasonably determined by the parties, the estimated uninsured cost to repair such damage or destruction in the aggregate (the "Aggregate Damage") exceeds Fifteen Million Dollars ($15,000,000). *See* Diligence Out summarized above. Other termination rights in Art 9 are substantially the same in both APAs.

ASSET PURCHASE AGREEMENT COMPARISON

Comparison of the treatment of: (1) **QAF**, California Department of Health Care Services Hospital Quality Assurance Fee Programs IV ("QAF IV") and V ("QAF V"); (2) **DSH**, Disproportionate Share Hospital Payments; and (3) **Measure B trauma funding**.

Asset	KPC Draft 11/30/2018	Prime Draft 11/28/2018
QAF	**Summary:** KPC acquires all QAF as of the Signing Date, with the purchase price being increased at closing for any payments made by the Hospital Sellers under the QAF Program between the Signing Date and the Effective Time and decreased by all QAF payments received by the Hospital Sellers during such period. Purchaser will assume obligations needed to support ongoing Hospital Quality Assurance Fee Program payments. The Assets exclude QAF IV or QAF V payments actually received by the Hospitals prior to the Signing Date. Relevant APA Provisions: **APA § 1.1 Purchase Price:** (c) At the Closing, Purchaser shall pay to Sellers, by wire transfer of immediately available funds to the accounts specified by Sellers to Purchaser in writing, an aggregate amount equal to the Cash Consideration, plus any payments made by Hospital Sellers between the Signing Date and the Effective Time under the QAF Program, minus any payments received by Hospital Sellers between the Signing Date and the Effective Time under the QAF Program plus any amounts (x) held by the PACE Trustee as an interest or fee reserve on account the PACE Obligations on the Closing Date and (y) remitted to CSCDA by Seton pursuant to the Special Assessments from and after the date of execution of this Agreement by Buyer up to and including the Closing Date, minus the Deposit (defined below). (d) For purposes of this Agreement, the "QAF Program" means the California Department of Health Care Services Hospital Quality Assurance Fee Programs IV ("QAF IV") and V ("QAF V") For the avoidance of any doubt, payment of any QAF IV or QAF V fees due prior to the Signing Date shall be	**Summary:** Prime acquires only the "QAF V Purchaser Net Payments" which shall be, with respect to each Hospital, an amount equal to the product of: (i) all payments received or to be received by such Hospital under the QAF V Program net of all payments made or required to be made by such Hospital in respect of the QAF V Program including payments to the California Health Foundation & Trust; multiplied by the ratio of (ii) (x) the total number of days between the Effective Time and June 30, 2019 divided by (y) 911. The Assets exclude the QAF V Seller Net Payments which means with respect to each Hospital, an amount equal to the product of: (i) all payments received or to be received by such Hospital under the QAF V Program net of all payments made or required to be made by such Hospital in respect of the QAF V Program including payments to the California Health Foundation & Trust; multiplied by the ratio of (ii) (x) the total number of days between January 1, 2017 and the Effective Time, divided by (y) 911, which if such Hospital Quality Assurance Fee Program payments are received by the Purchaser after the Effective Time, shall be returned to Sellers within ninety (90) calendar days of receipt by Purchaser. Purchaser shall not assume or become responsible for any QAF V fees that become due and owing by the Hospitals prior to the Closing Date. Relevant APA Provisions: **APA § 1.1 Purchase Price:** (v) Purchaser's agreement to exclude the Hospital Quality Assurance Fee Program payments, as set forth in Section 1.8(x), which is valued at [One Hundred Seventy Million Dollars ($170,000,000)].

Asset	KPC Draft 11/30/2018	Prime Draft 11/28/2018
	the responsibility of Sellers, with Sellers entitled to all QAF IV and QAF V payments made to the Hospitals prior to the Signing Date. Any QAF IV or QAF V fees due on and after the Signing Date shall be the responsibility of Purchaser, with Purchaser entitled to all QAF IV and QAF V payments made to the Hospitals on and after the Signing Date, with such amounts to be paid or reimbursed as provided above in Section 1.1(c). **APA § 1.7 Transfer of Assets of Seller:** (k) Except for as stated in Section 1.7(j), all accounts and interest thereupon, notes and interest thereupon and other receivables of such Seller, *** (collectively, "Accounts Receivable"); for the avoidance of doubt, the Assets include all supplemental and other payments received by the Hospitals on and after the Signing Date under both the fee for service and managed care components of QAF IV and QAF V, regardless of the service period covered by any such payments. **APA § 1.8 Excluded Assets:** (aa) QAF IV or QAF V payments actually received by the Hospitals prior to the Signing Date; **APA § 1.9 Assumed Obligations:** (k) any obligations or liabilities Purchaser may desire or need to assume in order to have the Certifications/Licenses/Permits identified on Schedule 1.7(b) reissued to Purchaser as well as any liabilities or obligations associated with Sellers' Medicare provider agreements, to the extent assumed by Purchaser, and any Medi-Cal liabilities or obligations needed to support ongoing Hospital Quality Assurance Fee Program payments; **APA § 1.10 Excluded Liabilities:** Purchaser shall not assume or become responsible for any duties, obligations or liabilities of any Seller that are not assumed by Purchaser pursuant to the terms of this Agreement, the Bill of Sale, the Assumption Agreement or the Real Estate Assignment(s) (the "Excluded Liabilities"), ***. For the	**APA § 1.7 Transfer of Assets of Seller:** (l) except as stated in Section 1.7(k), all *** Accounts Receivable, provided that notwithstanding anything else in this Agreement, with respect to the California Department of Health Care Services Hospital Quality Assurance Fee Program (the "QAF V Program") the Assets shall include only the "QAF V Purchaser Net Payments" which shall be, with respect to each Hospital, an amount equal to the product of: (i) all payments received or to be received by such Hospital under the QAF V Program net of all payments made or required to be made by such Hospital in respect of the QAF V Program including payments to the California Health Foundation & Trust; multiplied by the ratio of (ii) (x) the total number of days between the Effective Time and June 30, 2019 divided by (y) 911. **APA § 1.8 Excluded Assets:** (x) except for the QAF V Purchaser Net Payments, all Hospital Quality Assurance Fee Program payments, including, without limitation, the QAF V Seller Net Payments which means with respect to each Hospital, an amount equal to the product of: (i) all payments received or to be received by such Hospital under the QAF V Program net of all payments made or required to be made by such Hospital in respect of the QAF V Program including payments to the California Health Foundation & Trust; multiplied by the ratio of (ii) (x) the total number of days between January 1, 2017 and the Effective Time, divided by (y) 911, which if such Hospital Quality Assurance Fee Program payments are received by the Purchaser after the Effective Time, shall be returned to Sellers within ninety (90) calendar days of receipt by Purchaser;; **APA § 1.10 Excluded Liabilities:**

Asset	KPC Draft 11/30/2018	Prime Draft 11/28/2018
	avoidance of any doubt, Purchaser shall not assume or become responsible for any QAF IV or QAF V fees that become due and owing by the Hospitals prior to the Signing Date, except to the extent such fees result in a Purchase Price adjustment pursuant to Section 1.1 (c).	*** For the avoidance of any doubt, Purchaser shall not assume or become responsible for any QAF V fees that become due and owing by the Hospitals prior to the Closing Date.
DSH	**Summary:** KPC acquires all DSH. Relevant APA Provisions: **APA § 1.7 Transfer of Assets of Seller:** (j) all Disproportionate Share Hospital Payments and Measure B trauma funding to be paid related to service periods ending on or after the Signing Date; (k) Except for as stated in Section 1.7(j), all accounts and interest thereupon, notes and interest thereupon and other receivables of such Seller, including, without limitation, accounts, notes or other amounts receivable, disproportionate share payments and all claims, rights, interests and proceeds related thereto…	**Summary:** Prime acquires all net DSH payments. Relevant APA Provisions: **APA § 1.7 Transfer of Assets of Seller:** (j) except as stated in Section 1.7(k) and Section 1.7(l), all rights of the Hospitals to payments from any governmental, administrative or regulatory entities to support the Hospitals, including but not limited to all net Disproportionate Share Hospital payments;
Measure B Trauma Funding	**Summary:** KPC acquires all Measure B trauma funding. Relevant APA Provisions: **APA § 1.7 Transfer of Assets of Seller:** (j) all Disproportionate Share Hospital Payments and Measure B trauma funding to be paid related to service periods ending on or after the Signing Date; (k) Except for as stated in Section 1.7(j), all accounts and interest thereupon, notes and interest thereupon and other receivables of such Seller, including, without limitation, accounts, notes or other amounts receivable, disproportionate share payments and all claims, rights, interests and proceeds related thereto, including all accounts and other receivables, and Seller Cost Report settlements related thereto, in each case arising from the rendering of services or provision of goods,	**Summary:** Prime acquires all Measure B trauma funding to be paid related to service periods ending on or after the Effective Time (solely to the extent collected after Closing). The Assets exclude all Measure B trauma funding, whether received before or after the Effective Time, that are in connection with services provided for any period prior to the Effective Time. To the extent any such payments relate to periods both prior to and after the Effective Time, Sellers' portion shall equal (1) the payment multiplied by the ratio of (2) (x) the total number of days between the beginning of the relevant service period and the Effective Time divided by (y) the total number of days in the service period the payment relates to. Relevant APA Provisions: **APA § 1.7 Transfer of Assets of Seller:** (k) all rights of the Hospitals to Measure B trauma

Asset	KPC Draft 11/30/2018	Prime Draft 11/28/2018
	products or supplies to inpatients and outpatients at the Hospital of such Seller, billed and unbilled, recorded and unrecorded, for services, goods, products and supplies provided by such Seller prior to the Effective Time whether payable by Medicare, Medicaid, or any other payor (including an insurance company), or any health care provider or network (such as a health maintenance organization, preferred provider organization or any other managed care program) or any fiscal intermediary of the foregoing, private pay patients, private insurance or by any other source (collectively, "Accounts Receivable"); for the avoidance of doubt, the Assets include all supplemental and other payments received by the Hospitals on and after the Signing Date under both the fee for service and managed care components of QAF IV and QAF V, regardless of the service period covered by any such payments.	funding to be paid related to service periods ending on or after the Effective Time (solely to the extent collected after Closing); for the avoidance of doubt, any of the aforementioned payments, whether received before or after the Effective Time, that are in connection with services provided for any period prior to the Effective Time are not included as part of the Assets (and shall be Excluded Assets notwithstanding any other provision of this Agreement) and shall remain with Sellers (or if received by the Purchaser after the Effective Time, shall be returned to Sellers within thirty (30) calendar days of receipt); **APA § 1.8 Excluded Assets:** (y) as referenced in Section 1.7(k), all Measure B trauma funding, whether received before or after the Effective Time, that are in connection with services provided for any period prior to the Effective Time. If such payments are received by Purchaser after the Effective Time, such payments shall be paid by Purchaser to Sellers within thirty (30) calendar days of receipt. To the extent any such payments relate to periods both prior to and after the Effective Time, Sellers' portion shall equal (1) the payment multiplied by the ratio of (2) (x) the total number of days between the beginning of the relevant service period and the Effective Time divided by (y) the total number of days in the service period the payment relates to. For example, if a future payment of $1,000 related to the service period of April 1, 2019 through June 30, 2019 was made after the Effective Time and the illustrative Closing Date was June 1, 2019, then Sellers' portion would be $681.32 ($1,000 x (62 days / 91 days));

Title 11, California Code of Regulations, § 999.5(d)(1)(C)

Exhibit 7

Verity Health

Confidential Board Materials – Process Update

February 7, 2019

CAIN BROTHERS
A division of
KeyBanc Capital Markets

Sale Process Update

With the Santa Clara marketing process complete, the focus has shifted to SFMC, SVMC, Seton and Verity Medical Foundation

- Cain Brothers began contacting potential buyers in early July
- Verity Health selected SCC as the "stalking horse" bidder for Santa Clara Assets
  - > Submitted "stalking horse" APA to Court on October 1, 2018
  - > SCC "stalking horse" approved by the Court on October 31, 2018
  - > Court issued a Sales Order on December 19, 2018
  - > Targeted closing date for the sale to SCC is March 4, 2019
- Verity Health selected KPC Global as the "stalking horse" bidder for all other assets
  - > Submitted "stalking horse" APA to Court on January 17, 2019
  - > SCC "stalking horse" hearing was on February 6, 2019
  - > Qualified bids are due by April 8 and 9, 2019 (partial bid and full bid respectively)
  - > Expected Sales Hearing will be April 17, 2019
  - > Closing date for the sale of St. Francis, St. Vincent and Seton will follow AG review (depending on buyer) and is expected in 3Q2019
- Cain continues to actively work with potentials over bidders for the SFMC, SVMC and SMC assets
  - > Will send all those registered in the data room a notice of the bid deadline and auction dates
  - > Continue to follow up with any new interested parties that indicate interest in some or all of the assets
- Cain is also working with the Verity leadership and advisors to sell or otherwise transfer the VMF assets
  - > VMF transactions require the orderly transfer of physician groups or PSAs for each medical group
  - > All Care unwind is complete, others are making progress including SJMG, Breast Link, SOAR and VMG

Sale Process Background *(continued)*

Cain expects a more robust auction process for the remaining assets and is preparing for the 363 Auction process

- Based on conversations with potentially interested partners, we expect competitive bidding for Los Angeles Hospitals
  - > Alternative (non-hospital) uses for St. Vincent's as well as other potential hospitals bidders remain active
  - > Several potential bidders remain active in evaluating St. Francis which is encouraging
- Limited interest in Seton as an operating hospital may negatively impact the overall results
  - > Low acute care census, significant operating losses and capital and seismic needs remain key concerns
  - > While valuation from strategic bidders has been lower than that of financial/real estate buyers, a decision to close the hospital would encounter meaningful resistance from key stakeholders and could lead to delays
- Summary Timetable from April 15-16 Auction Date
  - > Partial Bid Auction: April 15th ; Full Auction: April 16th
  - > Sales Hearing to approve the sale: April 17th
  - > AG Review (assuming non-Governmental Buyer): May through September
  - > Regulatory Approvals: May through September
  - > Closing: Late September ???

Disclaimer

Confidential

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Title 11, California Code of Regulations, § 999.5(d)(1)(C)

Exhibit 8

VERITY HEALTH SYSTEM OF CALIFORNIA, INC.
BOARD OF DIRECTORS MEETING

Monday, April 15, 2019

El Segundo, California

MINUTES

PRESENT
Terry Belmont, *Secretary* (via phone)
Jack Krouskup, *Board Chair*
Andrew Pines, *Vice Chair*
Charles Patton
Ernest Agatstein (via phone)
Jim Barber
Chris Selecky (via phone)

MANAGEMENT/ STAFF
Richard Adcock, Chief Executive Officer
Anthony Armada, Chief Operating Officer
Tirso del Junco Jr., MD, Chief Medical Officer
Steven Sharrer, Chief Human Resources Officer
Elspeth Paul, General Counsel
Jessica M. Davis, Exec. Assistant, *Recorder*

GUESTS
Sam Maizel, Dentons US LLP
Tania Moyron, Dentons US LLP
Jim Moloney, Cain Brothers
Carsten Beith, Cain Brothers (via phone)
Peter Chadwick, Berkeley Research Group
Chris Kearns, Berkeley Research Group (via phone)
John Chesley, Ropes & Gray (via phone)
David Galfus, Berkeley Research Group

1. CALL TO ORDER

A quorum being present, the Board Meeting was called to order at 1:08 PM

2. CONSENT AGENDA

The Board was presented the Consent Agenda, attached hereto as Exhibit A, and the Board approved the Consent Agenda.

3. QUALITY AND CLINICAL RISK MANAGEMENT UPDATE

Ms. Selecky gave a quick update on the Quality and Clinical Risk Management Committee's last meeting on April 2, 2019. Ms. Selecky noted several topics that the committee receives

updates on and reported that performance is much improved this year. There are several opportunities for review and to discuss action plans allowing for these improvements to continue.

Dr. del Junco gave a brief update on the latest report filed by the Patient Care Ombudsman, dated April 8, 2019. The report was favorable and there were no concerns raised.

4. OPERATIONS UPDATE

Mr. Armada reviewed the remaining hospitals' volume trends. He discussed the continued transition serveces agreement with Santa Clara Hosptials and the current Verity Medical Foundation wind-down and timing.

Dr. del Junco reviewed the remaining Verity Medical Group Physicians that are remaining.

Mr. Sharrer gave a brief update on SEIU settlement and the ongoing bargaining.

Ms. Paul gave a brief legal and compliance issue. She notified the board of an additional privacy breach on March 26th which was a failed phishing attempt and notified the board that since then, multi-factor authentication has been put in place for all users.

5. FINANCIAL UPDATE

Mr. Chadwick reviewed the YTD February Financial results and reviewed the cash flow update chart.

6. CHAPTER 11 UPDATES

Mr. Moloney reviewed the Process summary noting that the Cain Brothers conducted a broad and thorough sales process that included outreach to 189 parties and multiple bidding opportunities. Cain Brothers continued discussions with potentially interested parties after the approval of the bidding procedures for the SFMC, SVMC, SMC, and SMCC assets, contacting 90 parties that had signed an NDA. The diligence materials in the data room, restricted to 19 interested entities, were continuously updated, including a roll-forward of the quality of earnings analysis by PwC and posting of the monthly financial and operating reports.

Mr. Moloney reviewed the summary of the full system proposals and their net benefit to debtors as well as the summary of the partial bid proposals, also inclusive of their net benefit to debtors.

Mr. Chadwick and Mr. Galfus reviewed the Sale proceeds hurdle analysis previously distributed to the board in February. The analysis includes numerous assumptions regarding timing and realization.

Mr. Chadwick and Mr. Galfus reviewed the bid analysis for the remaining hospitals both, KPC vs. combined partial bids, explaining the shortfall amounts. Review of the KPC vs. Non-Qualified Prime letter was also reviewed.

Mr. Paul reviewed the case timeline provided to the board which reflected a 105-day review period by the AG noting that the post-review period timeline could shift by 30 additional days if an extension is granted and the AG uses the full time allowed.

All board members were provided entire bid packages for LA County, AHMC, Prime and KPC prior to the board meeting for review, in preparation for a line by line breakdown of each recital included in the resolution presented to them.

Ms. Paul read and explained the Memorandum in support of entry of an order to the board members. Also provided was the California Health & Safety Code § 1260. Ms. Paul reviewed the Notice to the Calfornia Attorney General section with the board then gave a line by line explanation of each recital.

Action: A motion was made, seconded and carried to approve Resolution 2019-4-5, Sale of St. Francis Medical Center, St. Vincent Medical Center, St. Vincent Dialysis Center, and Seton Medical Center to Strategic Global Management, Inc.

There being no further business before the Board, the meeting was adjourned at 4:37 PM

_____
Terry Belmont, Secretary

_____
Date

Exhibit A

1. Approval of December 4, 2018 Board of Directors Meeting Minutes
2. Approval of December 11, 2018 Board of Directors Meeting Minutes
3. Approval of December 11, 2018 Board of Directors Executive Session Meeting Minutes

Exhibit B

See attached resolutions.

RESOLUTION 2019-4-15-1
OF THE BOARD OF DIRECTORS
VERITY HEALTH SYSTEM OF CALIFORNIA, INC.

Appointment of Directors and Officers of Sports Medical Management, Inc.

The Board of Directors ("Board") of Verity Health System of California, Inc., a California nonprofit public benefit corporation (the "Corporation"), hereby consents to and adopts the following resolutions:

WHEREAS, Verity Medical Foundation ("VMF") is the sole shareholder of Sports Medical Management, Inc. ("SMMI");

WHEREAS, VMF has appointed certain persons to be directors and officers of SMMI;

WHEREAS, the Corporation is the sole Corporate Member of VMF; and

WHEREAS, pursuant to Article V, Section 2(f) of the Amended and Restated Bylaws of VMF, the Corporate Member has the power to appoint and remove the Chairperson of the Board and the Chief Executive Officer of a direct affiliate or subsidiary of VMF.

IT IS HEREBY RESOLVED THAT:

1. The Board hereby ratifies the appointment of the individuals listed below to serve as the directors of SMMI for a term of one (1) year or such other period as the Corporate Member may set or until his resignation or removal, other disqualification to serve or until his successor shall be elected and qualified.

Name	Board Membership
Rich Adcock	Chairman
Tony Armada	Director
Michael Schweitzer	Director

2. The Board hereby ratifies the appointment of the individuals listed below to serve as the officers of SMMI, each to hold the office(s) set forth opposite his or her respective name until his or her resignation or removal, other disqualification to serve, or until his or her successor shall be duly elected and qualified.

Name	Board Membership
Rich Adcock	Chief Executive Officer
Anita Chou	Chief Financial Officer and Secretary

3. The Board authorizes and directs the officers of the Corporation to do and perform any and all such acts that they determine in their reasonable discretion to be necessary or appropriate to carry out the purposes and intent of the foregoing resolutions.

4. Any actions taken by officers of the Corporation prior to the date of the foregoing resolutions that are within the authority conferred in these resolutions are hereby ratified, confirmed and approved as the acts and deeds of the Corporation.

The foregoing Resolutions are adopted by the Board of Directors of the Corporation effective April 15, 2019.

Dated: April 15, 2019

[redacted]

Terry Belmont, Secretary

RESOLUTION 2019-4-15-2
OF THE BOARD OF DIRECTORS
VERITY HEALTH SYSTEM OF CALIFORNIA, INC.

Appointment of Verity Medical Foundation Officers and Signatories

The Board of Directors ("Board") of Verity Health System of California, Inc., a California nonprofit public benefit corporation (the "Corporation"), hereby consents to and adopts the following resolutions:

WHEREAS, the Board acknowledges the resignations of (i) Stephen Campbell, M.D. from his roles as an officer and director of Verity Medical Foundation ("VMF"), effective as of February 1, 2019, and (ii) Randy Roisman, from his role as Chief Financial Officer of VMF, effective as of April 1, 2019;

WHEREAS, the Board wishes to accept such resignations, and believes it to be in the best interests of the Corporation and VMF to (i) ratify the appointment of Rich Adcock as Chief Executive Officer of VMF, and (ii) appoint Anita Chou as Chief Financial Officer of VMF;

WHEREAS, the Board believes it to be in the best interests of the Corporation and VMF to ratify the appointment of certain additional officers of the Corporation and VMF to act as signatories on behalf of VMF;

WHEREAS, the Corporation is the sole Corporate Member of VMF; and

WHEREAS, pursuant to Article VI, Section 4 and Article VIII, Section 1 of the Amended and Restated Bylaws of VMF, directors and officers of VMF shall be appointed by the Corporate Member.

IT IS HEREBY RESOLVED THAT:

1. The Board hereby accepts the resignations of (i) Stephen Campbell, M.D. from his roles as an officer and director of VMF, effective as of February 1, 2019, and (ii) Randy Roisman from his role as Chief Financial Officer of VMF as of April 1, 2019.

2. The Board hereby ratifies the appointment Rich Adcock as Chief Executive Officer of VMF, effective as of February 1, 2019, to hold office until his resignation or removal, other disqualification to serve, or until his successor shall be duly elected and qualified.

3. The Board hereby appoints Anita Chou as Chief Financial Officer of VMF, to hold office until her resignation or removal, other disqualification to serve, or until her successor shall be duly elected and qualified.

4. The Board hereby ratifies and confirms the authorization of the following persons to act as signatories of VMF:

Name	Title
Rich Adcock	Chief Executive Officer of VMF (effective February 1, 2019)
Anita Chou	Chief Financial Officer of VMF (effective April 1, 2019)
Anthony Armada	Secretary of VMF (effective April 1, 2019)

5. The Board authorizes and directs the officers of the Corporation to do and perform any and all such acts that they determine in their reasonable discretion to be necessary or appropriate to carry out the purposes and intent of the foregoing resolutions.

6. Any actions taken by officers of the Corporation prior to the date of the foregoing resolutions that are within the authority conferred in these resolutions are hereby ratified, confirmed and approved as the acts and deeds of the Corporation

The foregoing Resolutions are adopted by the Board of Directors of the Corporation effective April 15, 2019.

Dated: April 15, 2019

[redacted]

Terry Belmont, Secretary

RESOLUTION 2019-4-15-3
OF THE BOARD OF DIRECTORS
VERITY HEALTH SYSTEM OF CALIFORNIA, INC.

Appointment of Verity Medical Foundation Directors

The Board of Directors ("Board") of Verity Health System of California, Inc., a California nonprofit public benefit corporation (the "Corporation"), hereby consents to and adopts the following resolutions:

WHEREAS, Verity Medical Foundation ("VMF") wishes to appoint certain persons to be directors of VMF;

WHEREAS, the Corporation is the sole Corporate Member of VMF; and

WHEREAS, pursuant to Article VI, Section 4 of the Amended and Restated Bylaws of VMF, directors of VMF shall be appointed by the Corporate Member.

IT IS HEREBY RESOLVED THAT:

1. The individuals listed below be, and hereby are, appointed or re-appointed, as the case may be, as the directors of VMF effective as of April 1, 2019, to hold office for a term of one (1) year or such other period as the Corporate Member may set or until his resignation or removal, other disqualification to serve or until his successor shall be elected and qualified.

Name	**Board Membership**
Rich Adcock	Chairman and Director, *ex-officio* (CEO of VMF, and President and CEO of the Corporation)
Tony Armada	Director
Michael Schweitzer	Director

2. The Board authorizes and directs the officers of the Corporation to do and perform any and all such acts that they determine in their reasonable discretion to be necessary or appropriate to carry out the purposes and intent of the foregoing resolution.

3. Any actions taken by officers of the Corporation prior to the date of the foregoing resolutions that are within the authority conferred in these resolutions are hereby ratified, confirmed and approved as the acts and deeds of the Corporation.

The foregoing Resolutions are adopted by the Board of Directors of the Corporation effective April 15, 2019.

Dated: April 15, 2019

[redacted]

Terry Belmont, Secretary

RESOLUTION 2019-4-15-4
OF THE BOARD OF DIRECTORS
VERITY HEALTH SYSTEM OF CALIFORNIA, INC.

Ratification of Appointment of Anita Chou as Officer and Director of Verity Business Services

The Board of Directors ("Board") of Verity Health System of California, Inc., a California nonprofit public benefit corporation (the "Corporation"), hereby consents to and adopts the following resolutions:

WHEREAS, the Corporation is the sole Corporate Member of Verity Business Services ("VBS");

WHEREAS, Sarang Tatimatla resigned from the VBS Board of Directors and from the position of Secretary of VBS effective August 17, 2018; and

WHEREAS, pursuant to Article VI, Section 4 and Article VIII Section 1 of the Amended and Restated Bylaws of VBS, the Directors and Officers of VBS shall be appointed by the Corporate Member.

IT IS HEREBY RESOLVED THAT:

1. The action taken by the Corporation as the sole Corporate Member of VBS, appointing Anita Chou to the Verity Business Services Board of Directors and to the office of Secretary, is hereby ratified.

2. The Board authorizes and directs the officers of the Corporation to do and perform any and all such acts that they determine in their reasonable discretion to be necessary or appropriate to carry out the purposes and intent of the foregoing resolutions.

3. Any actions taken by officers of the Corporation prior to the date of the foregoing resolutions that are within the authority conferred in these resolutions are hereby ratified, confirmed and approved as the acts and deeds of the Corporation.

The foregoing Resolutions are adopted by the Board of Directors of the Corporation effective April 15, 2019.

Dated: April 15, 2019

[redacted]
Terry Belmont, Secretary

RESOLUTION 2019-4-5
OF THE BOARD OF DIRECTORS
VERITY HEALTH SYSTEM OF CALIFORNIA, INC.

The Board of Directors ("Board") of Verity Health System of California, Inc., a California nonprofit public benefit corporation (the "Corporation"), hereby consents to and adopts the following resolutions:

1. Sale of St. Francis Medical Center, St. Vincent Medical Center, St. Vincent Dialysis Center, and Seton Medical Center to Strategic Global Management, Inc.:

WHEREAS, Corporation is a California nonprofit public benefit corporation, that is the sole member of St. Francis Medical Center, a California nonprofit public benefit corporation ("SFMC"), St. Vincent Medical Center, a California nonprofit public benefit corporation ("SVMC"), and Seton Medical Center, a California nonprofit public benefit corporation ("SMC"); and SVMC is the sole member of St. Vincent Dialysis Center, Inc., a California nonprofit public benefit corporation ("SVDC," and collectively with SFMC, SVMC, and SMC, the "Provider Entities");

WHEREAS, SFMC, SVMC, and SMC own and operate certain hospitals, and SVDC owns and operates a dialysis facility (such hospitals and dialysis facility collectively, the "Facilities");

WHEREAS, on August 31, 2018, each of the Corporation and the Provider Entities, along with other affiliated entities (collectively, the "Debtors"), filed with the United States Bankruptcy Court for the Central District of California (the "Bankruptcy Court") a petition under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code");

WHEREAS, pursuant to the Corporation's System Authority Matrix (previously approved on April 4, 2017), the sale of all or substantially all of the assets of the Provider Entities is subject to a recommendation of each Provider Entity's board of directors, the Corporation's Chief Operating Officer, and the Corporation's Chief Executive Officer/President (collectively, the "Recommending Parties"), but the Recommending Parties have no power or authority to approve the Transactions;

WHEREAS, the Recommending Parties recommended that the Provider Entities be sold to a buyer that would continue the operations of the Provider Entities as general acute care hospitals with the determination of the ultimate buyer to be designated and approved by the Board;

WHEREAS, pursuant to the Corporation's System Authority Matrix, the approval of the sales rests solely with the Board and the Board previously approved the sale of all or substantially all of the assets of the Facilities (collectively, the "Transactions") to Strategic Global Management, Inc., a California corporation ("SGM") as the Stalking Horse Bidder on December 4, 2018;

WHEREAS, on January 17, 2019, the Debtors filed with the Bankruptcy Court that certain *Motion For The Entry of (I) An Order (1) Approving Form of Asset Purchase Agreement For Stalking Horse Bidder and For Prospective Overbidders; (2) Approving Auction Sale Format, Bidding Procedures and Stalking Horse Bid Protections; (3) Approving Form of Notice To Be Provided To Interested Parties; (4) Scheduling A Court Hearing To Consider Approval of The Sale To The Highest Bidder; and (5) Approving Procedures Related To The Assumption of Certain Executory Contracts and Unexpired Leases; and (II) An Order (A) Authorizing The Sale of Property Free and Clear of All Claims, Liens and Encumbrances; Memorandum of Points and Authorities In Support Thereof* (the "Bid Procedures Motion"), which has been approved by the Bankruptcy Court;

WHEREAS, in choosing the Stalking Horse Bidder, the Board, in the exercise of its business judgment, relied on the information and advice of Dentons US LLP, Berkeley Research Group, and Cain Bros. (collectively, the "Debtors' Advisors"), each of which recommended the Transactions;

WHEREAS, pursuant to the Bid Procedures Motion, the deadline for partial bids was March 29, 2019, the deadline for full bids was April 3, 2019, and the Debtors did not receive any qualifying full bids;

WHEREAS, although the Debtors received two qualifying partial bids on separate hospitals, the aggregate purchase price the Debtors would have received for the Transactions would have been less than the purchase price proposed by SGM;

WHEREAS, without any qualifying full bids and without qualifying partial bids that, in the aggregate, would be more favorable to the Debtors and the Debtors' estates than SGM's Stalking Horse Bid, the Board has considered and discussed with Debtor's Advisors whether to confirm SGM as the Winning Bidder;

WHEREAS, Cain Bros., the Debtors' investment banking advisor, has demonstrated to the Board that it has actively marketed the Facilities to various potential purchasers, both as individual businesses and as an aggregated business;

WHEREAS, Berkeley Research Group, a financial advisor, has provided the Board an independent analysis of the benefits of the sale of the Facilities;

WHEREAS, Dentons US LLP, bankruptcy counsel for the Debtors, has provided the Board an independent analysis of the terms and conditions of the Transactions;

WHEREAS, none of the Corporation's Directors were involved in negotiating the terms and conditions of the Transactions;

WHEREAS, neither the members of management of the Corporation nor the Provider Entities have disavowed any intention to work for SGM, if so offered, following the Transactions and such members of management of the Corporation have only presented factual information to the Board regarding the nature of and the terms of the Transactions; therefore, no member of the

Board substantially relied on any opinions regarding the advisability of, the fairness of, or the value of the Transactions from management, since none were expressed;

WHEREAS, the Board was previously presented with and has had the continuing opportunity to examine the Stalking Horse Asset Purchase Agreement (the "APA") reflecting the terms and conditions of the Transactions, which was filed together with the Bid Procedures Motion, as well as various documents ancillary or related thereto (collectively, the "Transaction Documents");

WHEREAS, the Debtors' Advisors have recommended that the Board authorize the execution of the Transaction Documents with SGM as purchaser and the performance of the Corporation's and the Provider Entities' obligations thereunder;

WHEREAS, the Board, in the exercise of its business judgment, has relied on the information provided by and recommendations of the Debtors' Advisors in determining the best interests of the Corporation and Provider Entities; and

WHEREAS, the Board finds the form and substance of the Transaction Documents to be satisfactory and that it is in the best interest of the Corporation and the Provider Entities for the Corporation and the Provider Entities to enter into the Transactions, execute the Transaction Documents, and perform the Corporation's and the Provider Entities' obligations thereunder.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The recitals set forth above are true and correct and are incorporated into this resolution by this reference and adopted by the Board as its findings.

2. The Board hereby authorizes and approves that the Corporation and the Provider Entities consummate the Transactions.

3. The Board hereby authorizes and approves the general form and terms and conditions of the APA.

4. Following approval of the Transactions and the APA by the Bankruptcy Court, the Corporation's Chief Executive Officer, Chief Financial Officer, and General Counsel (each, an "Authorized Executive" and collectively, the "Authorized Executives"), and each of them, are hereby authorized and directed to execute and deliver the Transaction Documents with such terms and conditions as are substantially similar as those presented to the Board, or with such modifications therein as may be approved by the Authorized Executive executing the same (having consulted first with the Chair or, if the Chair be unavailable, the Vice Chair, regarding material modifications), such approval to be conclusively evidenced by the execution and delivery thereof.

5. The Authorized Executives be, and each of them hereby are, authorized, empowered, and directed to take or cause to be taken such further action, and to execute and deliver, or cause to be executed and delivered, for and in the name and on behalf of the Corporation and the Provider Entities, all such instruments, agreements, documents, certificates, and other papers, whether or not herein mentioned, including, but not limited to, any settlement agreements, sale and lease-back and other agreements ancillary or related to the Transactions, as any such Authorized Executive may deem necessary or appropriate in order to effect the purpose and intent of the foregoing resolutions and to carry out, give effect to, and consummate the Transactions described in these resolutions (as conclusively evidenced by the taking of such action or the execution and delivery of such instruments, as the case may be, by or under the direction of any Authorized Executive).

2. Notice to the California Attorney General

WHEREAS, pursuant to Section 5914(a) of the Code, as California nonprofit public benefit corporations, each of the Provider Entities is required to provide notice to, and to obtain the written consent of, the Attorney General of the State of California (the "Attorney General") prior to completing transactions such as the Transactions and agreements such as the APA, subject to the requirements of the Bankruptcy Code.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The recitals set forth above are true and correct and are incorporated into this resolution by this reference and adopted by the Board as its findings.

2. The Authorized Executives and each of them, are hereby authorized and directed to execute and submit to the office of the Attorney General notice of the Transactions and the APA in accordance with Section 5914(b) of the Code.

3. The Authorized Executives, and each of them, are hereby authorized and directed to make available any other documents, instruments, and information in support of or necessary in obtaining the Attorney General's consent to the Transactions or waiver thereof, as may from time-to-time be requested by the Attorney General.

4. The Authorized Executives be, and each of them hereby are, authorized, empowered, and directed to take or cause to be taken such further action, and to execute and deliver, or cause to be executed and delivered, for and in the name and on behalf of the Corporation and the Provider Entities, any other documents, instruments, and information in support of or necessary in obtaining the Attorney General's consent to the Transactions or waiver thereof, as any such Authorized Executive may deem appropriate in order to effect the purpose and intent of the foregoing resolutions.

3. General Ratification:

IT IS FURTHER RESOLVED, that all acts by the officers and other representatives of the Corporation and the Provider Entities heretofore taken with respect to any matter in connection with the subject matter of the foregoing resolutions are hereby approved, ratified, and confirmed in all respects as the acts and deeds of the Corporation and the Provider Entities.

The foregoing Resolutions were adopted by the Board of Directors of the Corporation at a meeting duly held on April 15, 2019.

Dated: April 15, 2019

[redacted]

Terry Belmont, Secretary

Title 11, California Code of Regulations, § 999.5(d)(1)(C)

Exhibit 9

April 2019
Board Meeting

April 15, 2019

Verity Health

Agenda – Board Meeting

TOPIC	PRESENTER
Call to order	Jack Krouskup
Board Business	
• Consent Agenda o February 7, 2019 | SMMI, VMF, VBS Resolutions	Elspeth Paul
• Quality and Clinical Risk Management Committee Update	Chris Selecky [REDACTED]
• Operations Update	Anthony Armada / Dr. del Junco [REDACTED]
• Financial Update	Anita Chou / BRG [REDACTED]
Chapter 11 Updates	
• Marketing Overview	Cain Brothers
• Bid Analysis	BRG
• Upcoming Legal Events	Dentons
• Review of KPC Resolution	Elspeth Paul
Executive Session	

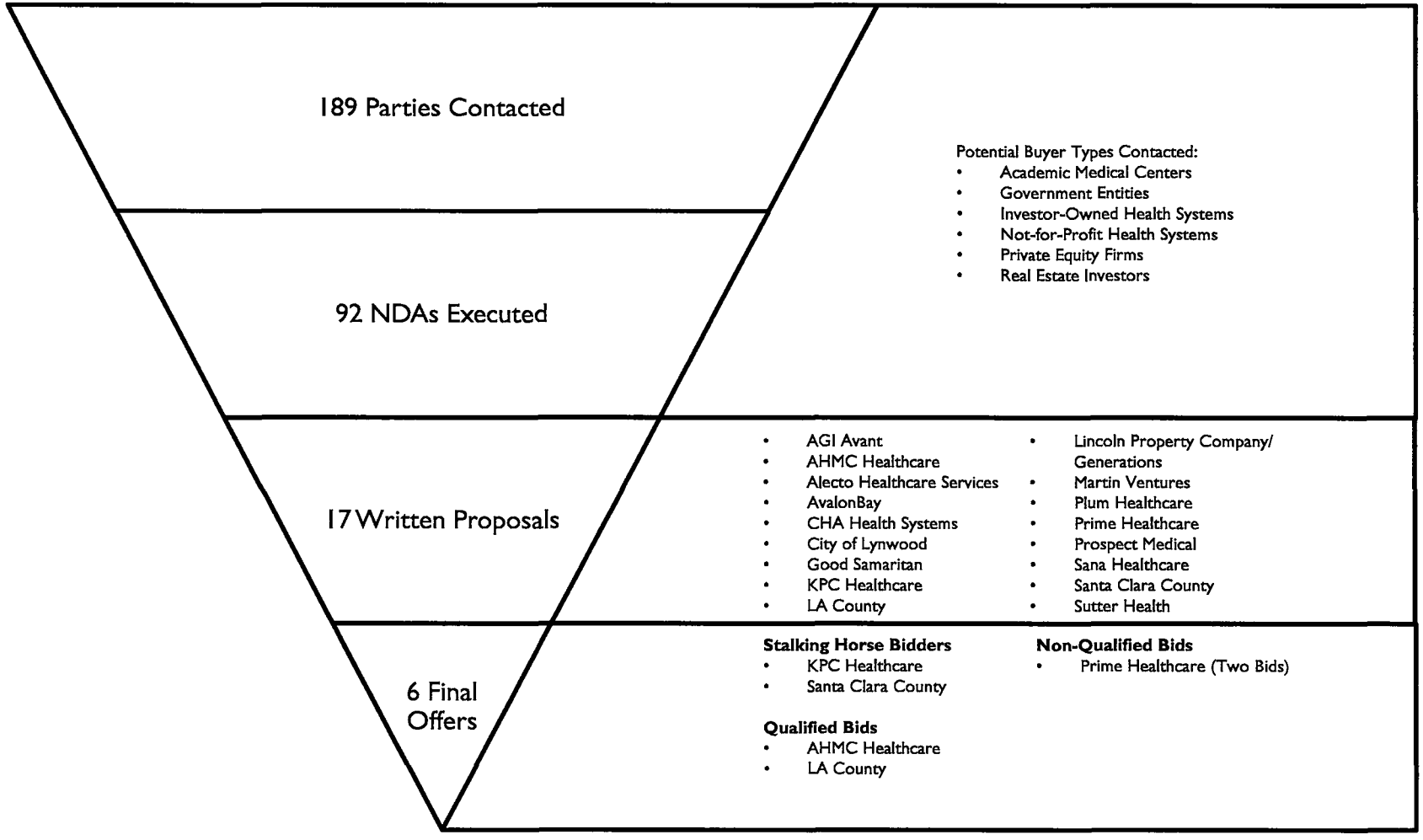
Attorney Client Privileged and Confidential

Marketing Overview

Verity Health

Process Summary

Cain Brothers conducted a broad and thorough sales process that included outreach to 189 parties and multiple bidding opportunities



Process After Filing of KPC Healthcare Bidding Procedures

Cain Brothers continued discussions with potential interested parties after the approval of the bidding procedures for the SFMC, SVMC, SMC, and SMCC assets

	All Four Assets	SFMC	SVMC	SMC / SMCC
Parties Conducting Diligence in Final Round	• KPC Healthcare • Prime Healthcare • Prospect Medical	• Adventist Health / AltaMed / Cope • AHMC Healthcare • CHA Health Systems • Tenet Health	• CHA Health Systems • Ensemble • Good Samaritan Hospital • Hospital C-Suite Consultants • LA County	• AGI Avant • AGRA Capital • AvalonBay • Carmel Partners • International Equity Partners • Lincoln Property Company (Generations Healthcare) • San Mateo County

Summary of Events

- Cain Brothers contacted all 90 parties that had signed an NDA (ex. Santa Clara County and a party that previously asked to be removed from the process) to provide a copy of the bidding procedures order and to inform them of specific next steps, including confirming their continued interest
- Cain Brothers continued to follow up with key parties who did not affirmatively respond indicating ongoing interest to ensure that all potential bidders remained engaged
- Data room access was thereafter limited to the 19 entities listed above that conducted further due diligence leading up to the proposed auction date
- The diligence materials in the data room were continuously updated, including a roll-forward of the quality of earnings analysis by PwC and posting of the monthly financial and operating reports

Summary of Full System Proposals

	Qualified Full System Bids	Non-Qualified Full System Bids
	KPC Healthcare, Inc.	Prime Healthcare
Party	KPC	Prime Healthcare
Acquired Assets	• SFMC • SVMC • SMC • SMCC	• SFMC • SVMC • SMC • SMCC
Offer Type	• Stalking Horse • Operating	• Operating
Cash Purchase Price	• $610 million	• $400 million
Treatment of QAF and Receivables	• Net QAF acquired by KPC • Purchase price adjustment for any QAF payments received or paid before close • AR acquired by KPC	• AR acquired by Prime • Verity to retain QAF
Other	• Deposit: $30 million • Breakup Fee: 3.25% of PP ($19.825 million) + Expense Reimb.	• Deposit: none • $150 million CAPEX commitment
Net Benefit to Debtors(1)	• $543.6 million	• $477.3 million

Note: Bid summary is not intended to be comprehensive and should be reviewed together with other Board materials provided by Cain Brothers, BRG, and Dentons in their entirety.

(1) Includes impact of retained assets and assumed liabilities. Per BRG analysis.

Summary of Partial Bid Proposals

	Qualified Partial Bids		Non-Qualified Partial Bids
	AHMC Healthcare Inc.		Prime Healthcare
Party	AHMC Healthcare	LA County	Prime Healthcare
Acquired Assets	• SFMC	• SVMC	• SFMC
Offer Type	• Operating	• Real Estate	• Operating
Cash Purchase Price	• $250 million	• $75 million	• $325 million
Treatment of QAF and Receivables	• AR retained by Verity • Buyer is retaining QAF received after Close	• AR retained by Verity • QAF retained by Verity	• AR acquired by Prime • QAF retained by Verity
Other	• Deposit: $12.5 million	• Deposit: $7.5 million	• Deposit: none • $75 million CAPEX commitment
Net Benefit to Debtors(1)	• $282.4 million	• $87.4 million	• $398.1 million

Note: Bid summary is not intended to be comprehensive and should be reviewed together with other Board materials provided by Cain Brothers, BRG, and Dentons in their entirety.
(1) Includes impact of retained assets and assumed liabilities. Per BRG analysis.

Bid Analysis

Bid Analysis – Remaining Hospitals

- **KPC vs. Combined Partial Bids**

	Stalking Horse					Qualified	Qualified	
	KPC	Combined Partial Bids	KPC	KPC	KPC	AHMC	LA County	Seton Shutdown
	SFMC / SVMC / SMC	SFMC / SVMC / SMC	SFMC	SVMC	SMC	SFMC	SVMC	SMC
	a + b + c	d + e + f	a	b	c	d	e	f
Cash Payment	$ 610.0	$ 325.0	$ 420.0	$ 120.0	$ 70.0	$ 250.0	$ 75.0	$ -
QAF / Other Adjustments	(62.1)	2.7	(82.8)	9.5	11.3	2.7	-	-
Cash Consideration	**$ 547.9**	**$ 327.7**	**$ 337.2**	**$ 129.5**	**$ 81.3**	**$ 252.7**	**$ 75.0**	**$ -**
Employee PTO & Severance	(4.3)	(17.5)	(2.0)	(1.0)	(1.4)	(2.0)	(6.4)	(9.1)
Wind-Down Costs	-	(95.5)	-	-	-	-	(10.0)	(85.5)
Closing Costs	**(4.3)**	**(113.0)**	**(2.0)**	**(1.0)**	**(1.4)**	**(2.0)**	**(16.3)**	**(94.6)**
Net Cash Consideration	**$ 543.6**	**$ 214.7**	**$ 335.1**	**$ 128.5**	**$ 79.9**	**$ 250.7**	**$ 58.7**	**$ (94.6)**
Excluded Assets								
Excluded / Reimbursed QAF	-	13.3	-	-	-	-	4.7	8.6
Excluded A/R *(75% Collectibility)*	-	104.9	-	-	-	46.7	25.1	33.1
Excluded Other Assets	-	5.5	-	-	-	-	3.2	2.3
Total Excluded Assets	**-**	**123.8**	**-**	**-**	**-**	**46.7**	**33.0**	**44.0**
Break-Up Fee & Exp paid to KPC	-	(21.8)	-	-	-	(15.0)	(4.3)	(2.5)
Total Distributable Proceeds	**$ 543.6**	**$ 316.6**	**$ 335.1**	**$ 128.5**	**$ 79.9**	**$ 282.4**	**$ 87.4**	**$ (53.1)**
Proceeds 60 days after SFMC Closing	**$ 543.6**	**$ 322.8**	**$ 335.1**	**$ 128.5**	**$ 79.9**	**$ 259.0**	**$ 84.6**	**$ (20.8)**
Bid Excess / (Shortfall) to KPC		***$ (227.0)***				***$ (52.8)***	***$ (41.1)***	***$ (133.1)***
Bid Excess / (Shortfall) to KPC at Closing + 60 days		***$ (220.8)***				***$ (76.2)***	***$ (44.0)***	***$ (100.7)***

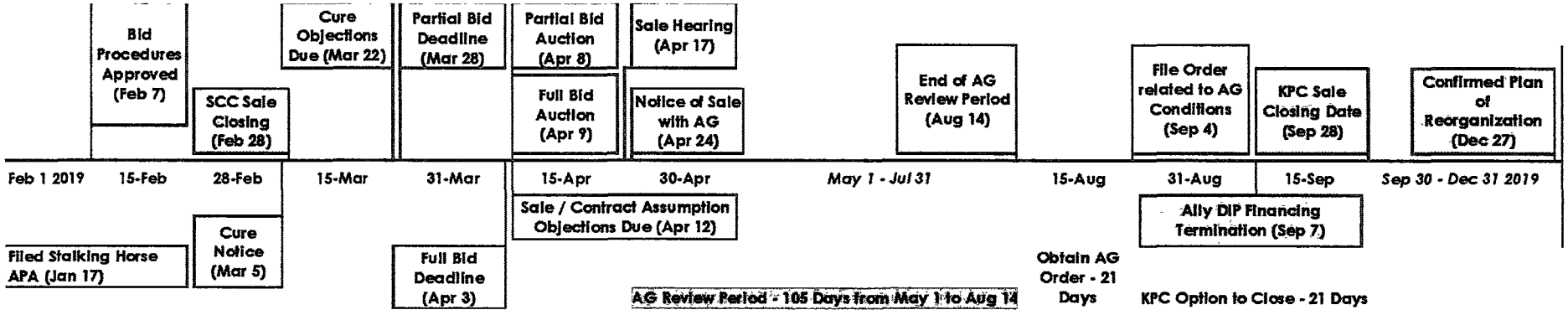
Bid Analysis – Remaining Hospitals

- **KPC vs. Non-Qualified Prime Letter**

	Stalking Horse	Non-Qualified						
	KPC	Prime	KPC	KPC	KPC	Prime	Prime	Prime
	SFMC / SVMC / SMC	SFMC / SVMC / SMC	SFMC	SVMC	SMC	SFMC	SVMC	SMC
	a + b + c	g + h + i	a	b	c	g	h	i
Cash Payment	$ 610.0	$ 400.0	$ 420.0	$ 120.0	$ 70.0	$ 325.0	$ 55.0	$ 20.0
QAF / Other Adjustments	(62.1)	-	(82.8)	9.5	11.3	-	-	-
Cash Consideration	**$ 547.9**	**$ 400.0**	**$ 337.2**	**$ 129.5**	**$ 81.3**	**$ 325.0**	**$ 55.0**	**$ 20.0**
Employee PTO & Severance	(4.3)	(4.3)	(2.0)	(1.0)	(1.4)	(2.0)	(1.0)	(1.4)
Wind-Down Costs	-	-	-	-	-	-	-	-
Closing Costs	**(4.3)**	**(4.3)**	**(2.0)**	**(1.0)**	**(1.4)**	**(2.0)**	**(1.0)**	**(1.4)**
Net Cash Consideration	**$ 543.6**	**$ 395.7**	**$ 335.1**	**$ 128.5**	**$ 79.9**	**$ 323.0**	**$ 54.0**	**$ 18.6**
Excluded Assets								
Excluded / Reimbursed QAF	-	103.5	-	-	-	90.2	4.7	8.6
Excluded A/R *(75% Collectibility)*	-	-	-	-	-	-	-	-
Excluded Other Assets	-	-	-	-	-	-	-	-
Total Excluded Assets	**-**	**103.5**	**-**	**-**	**-**	**90.2**	**4.7**	**8.6**
Break-Up Fee & Exp paid to KPC	-	(21.8)	-	-	-	(15.0)	(4.3)	(2.5)
Total Distributable Proceeds	**$ 543.6**	**$ 477.3**	**$ 335.1**	**$ 128.5**	**$ 79.9**	**$ 398.1**	**$ 54.5**	**$ 24.7**
Proceeds 60 days after SFMC Closing	**$ 543.6**	**$ 392.1**	**$ 335.1**	**$ 128.5**	**$ 79.9**	**$ 322.6**	**$ 51.6**	**$ 17.8**
Bid Excess / (Shortfall) to KPC		***$ (66.3)***				***$ 63.0***	***$ (74.1)***	***$ (55.2)***
Bid Excess / (Shortfall) to KPC at Closing + 60 days		***$ (151.6)***				***$ (12.5)***	***$ (76.9)***	***$ (62.2)***

Upcoming Legal Events

Case Timeline



Key Dates

• February 7 2019	Bid Procedures Hearing
• April 9 / 10	Partial and Full Bid Auctions
• May 1 to August 14	AG Review Period
• September 4 2019	If necessary, Hearing regarding AG Conditions
• September 4 to September 25	KPC 21-Day Review
• September 7 2019	Ally DIP Financing Termination
• **September 25 2019**	**Best Case Sale Closing Date**
• **December 27 2019**	**Confirmed Plan of Reorganization**

NOTE: Current regulation allows the AG a review period from 90 days to 135 days if an extension is granted. The timeline above reflects a 105-day review period but the post-review period timeline could shift by 30 additional days if an extension is granted and the AG uses the full time allowed.

Title 11, California Code of Regulations, § 999.5(d)(2)

FAIR MARKET VALUE

#5

Title 11, California Code of Regulations, § 999.5(d)(2)(A)

The estimated market value of all cash, property, stock, notes, assumption or forgiveness of debt, and any other thing of value that the applicant would receive for each health facility covered by the proposed transaction

The primary assets of the Hospitals and SVDC are related to health facility operations. Therefore, please see the answer to Section 999.5(d)(2)(B) that combines the information requested under this Section 999.5(d)(2)(A) with the information required under Section 999.5(d)(2)(B).

#6

Title 11, California Code of Regulations, § 999.5(d)(2)(B)

The estimated market value of each health facility or other asset to be sold or transferred by the applicant under the proposed transaction

SGM-Verity Sale Transaction Fair Market Value
11 CCR § 999.5(d)(2) (A) & (B)

$ in Millions	St. Francis	St. Vincent	Seton	Total	APA § Ref
Cash Consideration					
Purchase Price	$420.0	$120.0	$70.0	**$610.0**	§ 1.1(a)(i)
QAF / Trauma Adjustment [1]	(82.8)	9.5	11.3	**(62.1)**	§ 1.1(c),(d); 1.7(j)
Net Cash from Purchaser	**337.2**	**129.5**	**81.3**	**547.9**	
Liabilities Assumed					
Employee PTO [2]	9.2	4.3	8.9	**22.4**	§ 1.1(a)(ii)
Cure Payments [3]	15.6	6.6	13.1	**35.3**	§ 1.1(a)(iv)
Debt [4]	-	-	40.0	**40.0**	§ 1.1(a)(iii)
Total Liabilities Assumed	**24.8**	**10.9**	**62.0**	**97.7**	
Total Market Value Exchanged	**$362.0**	**$140.4**	**$143.3**	**$645.7**	

(1) Under the APA, SGM receives a credit to the purchase price for a net amount equal to all the payments to the state and amounts received from the state related to the Hospital Quality Assurance Fee program ("QAF") and for an amount for trauma services at St. Francis, each as between the signing date and the closing date.

(2) Under the APA, SGM assumes paid time off ("PTO") for all "hired employees." The numbers above reflect an assumption that 90% of the current employees become "hired employees."

(3) Under the Bankruptcy Code, "cure payments" are payments made to trade vendors for amounts owed. Pursuant to the APA, SGM is required to pay all cure payments for vendor contracts and unexpired leases it designates as contracts and unexpired leases to be assumed. The cure amounts above are based upon the contracts and unexpired leases designated by SGM for assumption as part of the *Notice To Counterparties To Executory Contracts And Unexpired Leases Of The Debtors That May Be Assumed And Assigned* [Docket No. 1704] and *Notice Of Executory Contracts And Unexpired Leases Designated By Strategic Global Management, Inc. For Assumption And Assignment* [Docket No. 2131]. Note that VHS anticipates filing another notice related to additional contracts and unexpired leases that SGM may designate for

assumption. Note also that SGM may designate additional contracts to assume up to 30 days prior to closing and may remove contracts from the designated list up to 7 days prior to closing. Therefore, the designation schedule and related cure amounts is expected to change prior to closing.

(4) Under the APA, SGM is not assuming VHS's debt, except with respect to VHS's property assessed clean energy financing ("PACE Obligations") related to Seton Medical Center. The original PACE loan was for $40 million. As of March 31, 2019, there are approximately $34.4 million of PACE funds held by Wilmington Trust that are available to be disbursed for qualified project expenditures at Seton Medical Center. It is anticipated that SGM will complete the capital expenditures using these restricted assets subsequent to closing.

#7

Title 11, California Code of Regulations, § 999.5(d)(2)(C)

A description of the methods used by the applicant to determine the market value of any assets involved in the proposed transaction, including a description of the efforts made by the applicant to sell or transfer each health facility that is the subject of the proposed agreement or transaction

Prior to filing the Bankruptcy Cases, VHS engaged in substantial efforts to market and solicit interest in their assets, including St. Vincent Medical Center, St. Francis Medical Center, Seton Medical Center, Seton Coastside Hospital and related assets (collectively, the "Combined Assets"). In June 2018, VHS engaged Cain to assist in identifying potential buyers of some or all of the Combined Assets and commenced discussions with those potential buyers. Cain prepared a Confidential Investment Memorandum and organized an online data site to share information with potential buyers and contacted strategic and financial buyers beginning in July 2018. In this initial marketing process, Cain contacted more than 100 potential partners to evaluate their interest in exploring a transaction involving some or all of VHS' assets. By August 2018, as a result of its ongoing and broad marketing process, Cain had received 13 "Indications of Interest" from potential buyers of some or all of VHS' assets.

After filing the Bankruptcy Cases, Cain continued to work with potential buyers for some or all of the Combined Assets. Based on these discussions, VHS determined that seeking a buyer for VHS' assets in Santa Clara (the "Santa Clara Assets") and a separate buyer for VHS other assets would most likely yield higher net proceeds for VHS' estate and enable the hospitals to continue operating (instead of the looming closure due to VHS' financial crisis). After evaluating the Indications of Interest for VHS' Santa Clara Assets, VHS, in consultation with Cain and its advisors, (i) began to negotiate a stalking horse bid with potential buyers, and (ii) ultimately selected Santa Clara County (the "County") to be the stalking horse bidder to acquire the Santa Clara Assets through a sale under § 363 of the Bankruptcy Code. After the selection of Santa Clara County as the stalking horse bidder, VHS did not receive any other bids and Santa Clara County was determined to be the winning bidder of the Santa Clara Assets. The sale of the Santa Clara Assets to the County was approved by the Court on December 27, 2018 [Docket No. 1153].

Thereafter, Cain focused on marketing of VHS' remaining Assets, including St. Francis Medical Center, St. Vincent's Medical Center, Seton Medical Center and Seton Coastside. Carsten Beith and James Moloney led the marketing and sale efforts on behalf of VHS. As a part of this process, Cain contacted more 189 potential parties to evaluate potential stalking horse bidders for some or all of VHS remaining Assets of which 92 had executed a NDA and 18 submitted written proposals. Some of the written proposals were preliminary indications of interest and some were more detailed proposals such as the Qualified Bids[4] and stalking horse bids. During these marketing efforts, Cain provided access to the virtual data room to those parties that executed NDAs, arranged conference calls to answer questions about the process and the diligence materials, arranged for site visits for potential buyers that requested to visit the hospitals and arranged calls with VHS and their advisors to address other questions by potential buyers. During

[4] Capitalized terms used in this Section 999.5(d)(2)(C) but not defined herein, shall have the respective meanings given to them in the Bid Procedures Order attached to Section 999.5(d)(1)(B) as Exhibit 5.

this process, many of the potential purchasers indicated that they were not interested in being the stalking horse bidder. Over the course of those discussions, VHS negotiations focused on potential buyers that expressed the most interest in VHS' Assets and were actively engaged in the due diligence process. More specifically, during November and December 2018, VHS and its advisors had substantial discussions with potential buyers during which SGM and one additional prospective purchaser emerged as the leading potential candidates to be selected as the stalking horse bidder for VHS' remaining assets.

After extensive negotiations with both parties and careful review of the proposed transactions by VHS and its advisors, VHS selected SGM as the stalking horse bidder (the "Stalking Horse Bidder") for VHS' remaining Assets. On January 17, 2019, VHS filed their Stalking Horse Motion, which sought approval of, among other things, the asset purchase agreement between VHS and SGM, as the Stalking Horse Bidder [Docket No. 1279], attached to Section 999.5(d)(1)(B) as Exhibit 4. On February 19, 2019, the Court entered an order approving the Motion [Docket No. 1572], attached to Section 999.5(d)(1)(B) as Exhibit 5.

After SGM was approved as the Stalking Horse Bidder and the bidding procedures were approved, Cain sent the Bidding Procedures to the 90 parties with whom VHS had previously executed NDAs and included the timetable for the sale of VHS' remaining Assets. Cain also requested that each party confirm that each party desired continued access to the data room and was interested in continuing to evaluate the purchase of some or all of VHS' remaining assets. Nineteen of those parties confirmed that they were still evaluating the transaction and requested continued access to the data room.

Cain facilitated due diligence by potential buyers, including arranging site visits, organizing calls with VHS' leadership team and facilitated follow-up from VHS and its advisors to address diligence requests. Of these nineteen interested parties, certain parties evaluated acquiring all VHS' remaining Assets, others evaluated acquiring individual hospitals, and others were real estate companies that evaluated purchasing either St. Vincent Medical Center or Seton Medical Center to convert those campuses to non-hospital uses. VHS worked cooperatively with all prospective purchasers during this process.

At the end of the marketing period, two parties submitted Qualified Bids, one for St. Vincent Medical Center and one for St. Francis Medical Center. In addition, one party submitted a non-Qualified Bid for St. Francis Medical Center and one party submitted a non-Qualified Bid for all of the assets.

Consequently, on April 4, 2019, as set forth in the *Notice That No Auction Shall Be Held* [Docket No. 2053], attached to this Section 999.5(d)(2)(C) as **Exhibit 1**, VHS, after consultation with the Consultation Parties, determined not to hold a Partial Bid Auction because there were not multiple Partial Qualified Bids for any of VHS' assets. Additionally, VHS, in consultation with its advisors and the Consultation Parties, determined not to hold a Full Bid Auction because (i) there were no Qualified Full Bids, and (ii) the Partial Qualified Bids were only for two assets and when aggregated together were substantially less than the Stalking Horse Bid. As a result, the Stalking Horse Bidder was named the Successful Bidder in accordance with the Bidding Procedures Order.

On April 15, 2019, an interested party called Cain to inform Cain that they had earlier attempted to submit a bid for Seton Medical Center. Unbeknownst to Cain, this party had sent Cain a "non-binding letter of intent" (the "Letter") to purchase Seton Medical Center, by email on April 4, 2019 (the "April 4 Email"), which was after the Partial Bid Deadline. After learning this information and then investigating the same, Cain learned that the April 4 Email had not passed Cain's firewall. Thus, the party re-sent the Letter that day on April 15, 2019. Even if the aforementioned bid would have been sent prior to the Partial Bid Deadline, it would not have qualified as a Partial Qualified Bid since, among other things, it was subject to significant additional due diligence and was not accompanied by a deposit. This party did not execute an NDA, nor was it granted access to the data room from Cain to perform formal due diligence with respect to the Assets.

Throughout this process, VHS and its advisors have carefully managed a process that was designed to (a) maximize the value received by VHS for the sale of its assets, (b) serve the mission, and (c) comply with all of the requirements of the Bankruptcy Court.

Title 11, California Code of Regulations, § 999.5(d)(2)(C)

Exhibit 1

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Attorneys for the Chapter 11 Debtors and Debtors In Possession

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

In re VERITY HEALTH SYSTEM OF CALIFORNIA, INC., *et al.*, Debtors and Debtors In Possession.	Lead Case No. 2:18-bk-20151-ER Jointly Administered With: Case No. 2:18-bk-20162-ER Case No. 2:18-bk-20163-ER Case No. 2:18-bk-20164-ER Case No. 2:18-bk-20165-ER Case No. 2:18-bk-20167-ER Case No. 2:18-bk-20168-ER Case No. 2:18-bk-20169-ER Case No. 2:18-bk-20171-ER Case No. 2:18-bk-20172-ER Case No. 2:18-bk-20173-ER Case No. 2:18-bk-20175-ER Case No. 2:18-bk-20176-ER Case No. 2:18-bk-20178-ER Case No. 2:18-bk-20179-ER Case No. 2:18-bk-20180-ER Case No. 2:18-bk-20181-ER Hon. Judge Ernest M. Robles
☒ Affects All Debtors ☐ Affects Verity Health System of California, Inc. ☐ Affects O'Connor Hospital ☐ Affects Saint Louise Regional Hospital ☐ Affects St. Francis Medical Center ☐ Affects St. Vincent Medical Center ☐ Affects Seton Medical Center ☐ Affects O'Connor Hospital Foundation ☐ Affects Saint Louise Regional Hospital Foundation ☐ Affects St. Francis Medical Center of Lynwood Foundation ☐ Affects St. Vincent Foundation ☐ Affects St. Vincent Dialysis Center, Inc. ☐ Affects Seton Medical Center Foundation ☐ Affects Verity Business Services ☐ Affects Verity Medical Foundation ☐ Affects Verity Holdings, LLC ☐ Affects De Paul Ventures, LLC ☐ Affects De Paul Ventures - San Jose Dialysis, LLC Debtors and Debtors In Possession.	**NOTICE THAT NO AUCTION SHALL BE HELD RE DEBTORS' MOTION AND MOTION FOR THE ENTRY OF (I) AN ORDER (1) APPROVING FORM OF ASSET PURCHASE AGREEMENT FOR STALKING HORSE BIDDER AND FOR PROSPECTIVE OVERBIDDERS; (2) APPROVING AUCTION SALE FORMAT, BIDDING PROCEDURES AND STALKING HORSE BID PROTECTIONS; (3) APPROVING FORM OF NOTICE TO BE PROVIDED TO INTERESTED PARTIES; (4) SCHEDULING A COURT HEARING TO CONSIDER APPROVAL OF THE SALE TO THE HIGHEST BIDDER; AND (5) APPROVING PROCEDURES RELATED TO THE ASSUMPTION OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (II) AN ORDER (A) AUTHORIZING THE SALE OF PROPERTY FREE AND CLEAR OF ALL CLAIMS, LIENS AND ENCUMBRANCES; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF [RELATES TO DOCKET NO. 1279]**

TONS US LLP
601 SOUTH FIGUEROA STREET, SUITE 2500
LOS ANGELES, CALIFORNIA 90017-5704
(213) 623-9300

PLEASE TAKE NOTICE that, pursuant to the *Debtors' Motion For The Entry of (I) An Order (1) Approving Form of Asset Purchase Agreement For Stalking Horse Bidder and For Prospective Overbidders; (2) Approving Auction Sale Format, Bidding Procedures and Stalking Horse Bid Protections; (3) Approving Form of Notice To Be Provided To Interested Parties; (4) Scheduling A Court Hearing To Consider Approval of The Sale To The Highest Bidder; and (5) Approving Procedures Related To The Assumption of Certain Executory Contracts and Unexpired Leases; and (II) An Order (A) Authorizing The Sale of Property Free and Clear of All Claims, Liens and Encumbrances; Memorandum of Points and Authorities In Support Thereof* (the "Bid Procedures Motion")[1] [Docket No. 1279], and the Order entered by the Court approving the Bid Procedures Motion (the "Bid Procedures Order") [Docket No. 1572], the Court set the Partial Bid Deadline of March 28, 2019, and the Bid Deadline of April 3, 2019 (collectively, the "Bid Deadline"), whereby parties could submit bids to purchase some or all of the assets set forth in the Stalking Horse APA, in accordance with certain bidding procedures.

PLEASE TAKE NOTICE that the Debtors shall not conduct the Partial Bid Auction or the Full Bid Auction, previously scheduled for April 8, 2019, and April 9, 2019, respectively. The winning bidder is the stalking horse bidder, Strategic Global Management. As previously noticed and as set forth in the Bid Procedures Order, the sale hearing shall be held on April 17, 2019, at 10:00 a.m. (prevailing Pacific Time), at the U.S. Bankruptcy Court for the Central District of California, 255 E. Temple Street, Courtroom 1568, Los Angeles, California 90012.

Dated: April 4, 2019

DENTONS US LLP
SAMUEL R. MAIZEL
TANIA M. MOYRON

By: */s/ Tania M. Moyron*
Tania M. Moyron

Attorneys for the Chapter 11 Debtors and Debtors In Possession

[1] Unless otherwise defined, capitalized terms used herein shall have the same meaning as in the Bidding Procedures Motion.

TONS US LLP
601 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5704
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Notice of Proposed Submission and Request for Consent by:

SETON MEDICAL CENTER, ST. FRANCIS MEDICAL CENTER, AND ST. VINCENT MEDICAL CENTER

in Connection with its Asset Purchase Agreement

with

STRATEGIC GLOBAL MANAGEMENT, INC.

NELSON HARDIMAN
HEALTHCARE LAWYERS

Prepared for the Office of the Attorney General

California Department of Justice
Charitable Trusts Division

May 7, 2019

Binder 4 of 13

#8

Title 11, California Code of Regulations, § 999.5(d)(2)(D)

Reports, analysis, Requests for Proposal, and any other documents that refer or relate to the valuation of any asset involved in the agreement or transaction

1. Confidential Information Memorandum, July 2018 is attached to this Section 999.5(d)(2)(D) as **Exhibit 1**.

2. Letter from Cain Brothers to Interested Parties, dated July 27, 2018, regarding guidelines for submitting proposals is attached to this Section 999.5(d)(2)(D) as **Exhibit 2**.

3. Letter from Cain Brothers to Interested Parties, dated August 23, 2018, regarding continued interest in pursuing a transaction is attached to this Section 999.5(d)(2)(D) as **Exhibit 3**.

4. Email from Cain Brothers to Interested Parties, Subject: Project Phoenix – KPC Bid Procedures, dated February 20, 2019, with attached General Notice and Bidding Procedures Order is attached to this Section 999.5(d)(2)(D) as **Exhibit 4**.

5. Indications of Interest from various Interested Parties are attached to this Section 999.5(d)(2)(D) as **Exhibit 5**.

6. SGM's stalking horse bid is attached to this Section 999.5(d)(2)(D) as **Exhibit 6**.

7. Prime's stalking horse bid is attached to this Section 999.5(d)(2)(D) as **Exhibit 7**.

8. AHMC's Partial Qualified Bid is attached to this Section 999.5(d)(2)(D) as **Exhibit 8**.

9. Allied Physicians IPA Partial non-Qualified Bid is attached to this Section 999.5(d)(2)(D) as **Exhibit 9**.

10. LA County's Partial Qualified Bid is attached to this Section 999.5(d)(2)(D) as **Exhibit 10**.

11. Prime's Partial non-Qualified Bid is attached to this Section 999.5(d)(2)(D) as **Exhibit 11**.

12. Prime's non-Qualified Full Bid is attached to this Section 999.5(d)(2)(D) as **Exhibit 12**.

For additional details, please see the Stalking Horse Motion, Bid Procedures Order, Winning Bidder Motion, and Moloney Declaration attached to Section 999.5(d)(1)(B) as Exhibits 4, 5, 6, 7, respectively). For a copy of the APA, please see the APA attached to Section 999.5(d)(1)(B) as Exhibit 1.

Title 11, California Code of Regulations, § 999.5(d)(2)(D)
List of Exhibits

Exhibit Description	Exhibit
Confidential Information Memorandum	1
Letter from Cain Bros. to Interested Parties (July 27, 2018)	2
Letter from Cain Bros. to Interested Parties (August 23, 2018)	3
Email from Cain Bros. to Interested Parties (February 20, 2019)	4

		Asset						
IOI Tracker	R/E Buyer	SFMC	SVMC	SMC	SMCC	Full System	Comments	Exhibit
AGI Avant	**YES**							5A
8.10.2018				X				
AHMC								5B
8.20.2018		X	X					
8.31.2018		X	X					
Via email on 9.14.2018 only interested in SFMC		X						
Alecto								5C
8.3.2018						X		
8.31.2018		X	X					
AvalonBay	**YES**							5D
8.10.2018				X				
CHA								5E
8.09.2018			X					
Defender LLC (Plum Healthcare)								5F
9.7.2018					X			
Lincoln Property Co. (Generations)	**YES**							5G
9.21.2018				X	X			
10.12.2018				X	X			
Martin Ventures								5H
8.31.2018				X	X			
Prime Healthcare								5I
8.3.2018		X	X					
8.31.2018		X	X					
9.9.2018		X	X					
Prospect						X		5J
8.7.2018						X		
8.31.2018						X		
Sana Healthcare								5K
8.7.2018						X		
SFMC Investment Group (City of Lynwood)								5L
10.15.2018		X						
Strategic Global Management (KPC)								5M
8.13.2018						X		

		Asset						
Stalking Horse Bidders	R/E Buyer	SFMC	SVMC	SMC	SMCC	Full System	Comments	Exhibit
Strategic Global Management (KPC)							Stalking Horse/ Winning Bidder	6
10.5.2018 (Stalking Horse Bid)						X		
Prime Healthcare								7
12.5.2018 (Stalking Horse Bid)						X		
Auction Bids								
AHMC								8
3.28.2019 (Partial Bid)		X						
Allied Physicians IPA								9
04.04.2019 (Partial Bid)				X	X		Not Qualified	
LA County	**YES**							10
3.28.2019 (Partial Bid)			X					
Prime Healthcare								11
3.28.2019 (Partial Bid)		X					Not Qualified	
4.03.2019 (Full Bid)						X	Not Qualified	12

Title 11, California Code of Regulations, § 999.5(d)(2)(D)

Exhibit 1

Project Phoenix

Confidential Information Memorandum

July 2018

Verity Health
Together in Health

CAIN BROTHERS
A division of
KeyBanc Capital Markets

Disclosures and Contact Information

This Confidential Information Memorandum ("CIM") has been prepared on behalf of Verity Health System of California, Inc. and its wholly owned subsidiaries and affiliated entities (collectively, "VHS" or the "Company") based on information from the Company and published sources, and is being furnished through Cain Brothers, a division of KeyBanc Capital Markets ("Cain Brothers"), as the Company's exclusive authorized representative, for informational purposes solely for use by qualified prospects in considering their interest in entering into a possible transaction with the Company (a "Transaction"). The information contained herein is subject to change without notice. Neither the Company nor Cain Brothers assumes any responsibility to update any information contained in this CIM or to inform the recipient of information which may affect this CIM. This CIM has been prepared to assist interested parties in making their own evaluation of the Company and does not purport to be all-inclusive or to contain all information that a prospective purchaser may desire or that may be required in order to properly evaluate the business, prospects or value of the Company. In all cases, interested parties should conduct their own investigation and analysis of the Company and the data set forth in this CIM. Industry data and statistics have been obtained or derived from the Company and published industry sources.

By accepting this CIM, the recipient acknowledges and agrees that all of the information contained herein is highly confidential and subject to the Non-Disclosure Agreement ("NDA") executed by the recipient. Without limiting the generality of the foregoing: (1) the recipient will not reproduce this CIM in whole or in part; (2) if the recipient does not wish to pursue a Transaction relating to the Company, it will (i) promptly return this CIM to Cain Brothers, together with any other materials relating to the Company which the recipient may have received from the Company, Cain Brothers or any of their respective subsidiaries or affiliates, and (ii) take such other actions, if any, required by the NDA; (3) the recipient will hold all information and the facts that it is involved in any process relating to the Company and the status thereof as confidential; and (4) any proposed actions by the recipient which are inconsistent in any manner with the NDA will require the prior written consent of the Company.

Cain Brothers has not independently verified any of the information contained herein, and neither the Company, Cain Brothers nor any of their respective affiliates makes any representation or warranty (expressed or implied) as to the accuracy or completeness of this CIM or any statements, estimates or projections contained herein. Such statements, estimates and projections reflect various assumptions made by the Company concerning anticipated results, which are subject to business, economic and competitive uncertainties and contingencies, many of which are beyond the control of the Company and which may or may not prove to be correct. As a result, no representation or warranty is made as to the feasibility or attainability of the projected financial information or the accuracy or completeness of the assumptions from which the projected financial information is derived. There can be no assurance that the projections will be realized. Additionally, certain provisions of various agreements are summarized in this CIM, but interested parties should not assume that such summaries are complete. Such summaries are qualified in their entirety by reference to the complete text of such agreements. This CIM speaks only as of the date hereof or as of the date indicated. This CIM does not constitute an offer or invitation for the sale or purchase of the securities, assets or business described herein. The only information that will have any legal effect will be that specifically represented, warranted and contained in a definitive agreement relating to a Transaction and executed by the Company (or its shareholders) and a purchaser, and the Company and Cain Brothers disclaim liability for any loss or damage incurred as a result of any information contained in or omitted from this CIM.

The Company reserves the right to negotiate with one or more qualified prospects at any time and to enter into a definitive agreement relating to a Transaction without prior notice to the recipient or other prospective purchasers. Further, the Company reserves the right, at any time, to terminate participation in the investigation and proposal process by any party and to modify any procedures without giving advance notice or providing any reason therefor. The Company also reserves the right during the evaluation period to take any action, whether within or outside the ordinary course of business.

"Cain Brothers, a division of KeyBanc Capital Markets" is a trade name of Cain Brothers & Company, LLC Member FINRA/SIPC. Cain Brothers & Company, LLC is a wholly-owned subsidiary of KeyBanc Capital Markets Inc. Member NYSE/FINRA/SIPC.

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Verity Health
Together in Health

CAIN BROTHERS
A division of KeyBanc Capital Markets

Primary contacts for additional information

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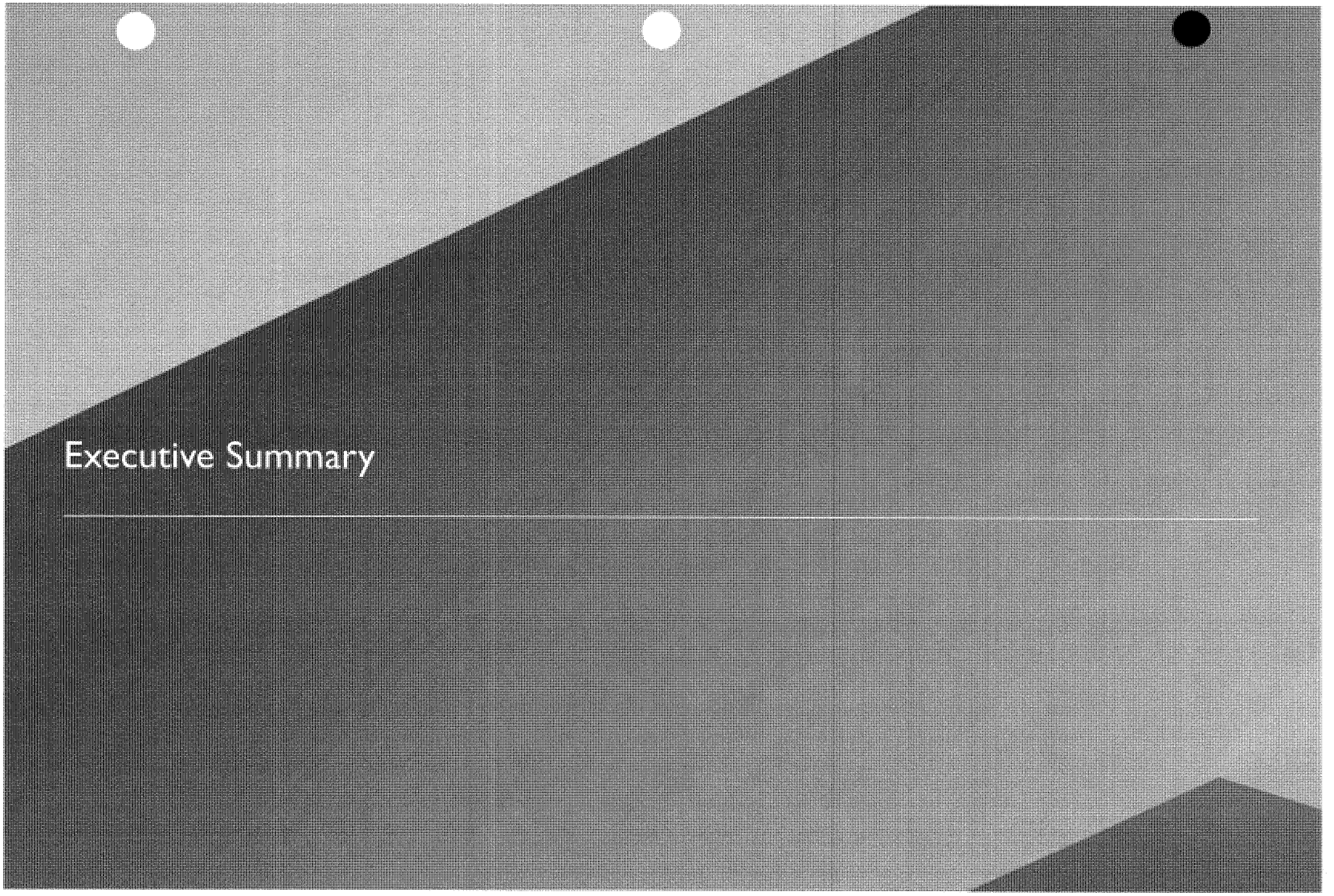
St. Francis Medical Center	2
St. Vincent Medical Center	3
O'Connor Hospital	4
St. Louise Regional Hospital	5
Seton Medical Center	6
Seton Medical Center Coastside	7

Appendix:

Verity Medical Foundation	A
Shared Services	B
Financial Statements	C
Supplemental Funding Sources	D
List of Owned Real Estate by Entity	E

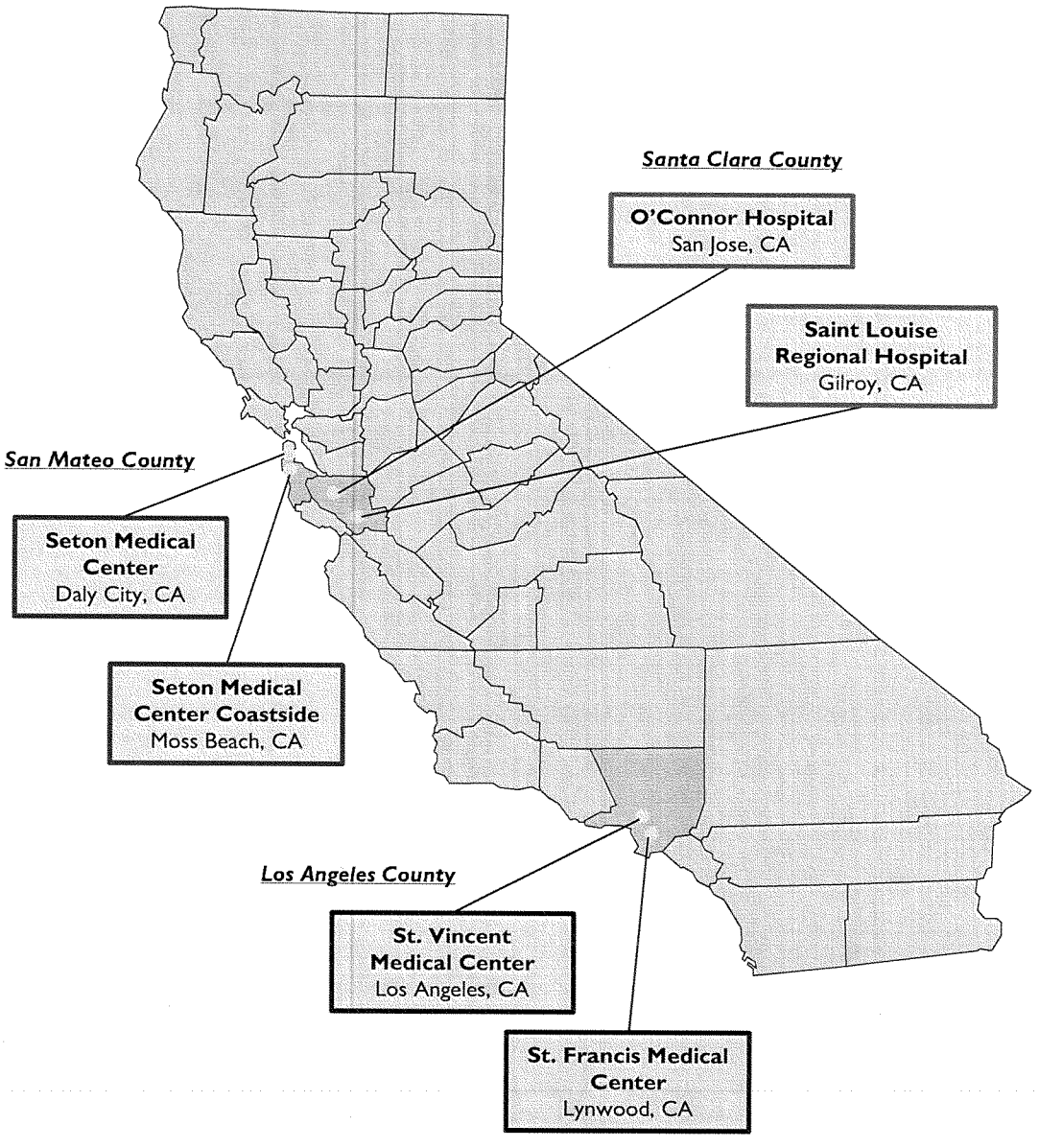


Verity Health
Together in Health

CAIN BROTHERS
A division of
KeyBanc Capital Markets

Executive Summary

- Verity Health System of California, Inc. is a nonprofit community health system comprised of six medical centers and related operations located in attractive major metropolitan areas
- VHS's hospitals include 1,650 inpatient beds, six active emergency rooms, a trauma center and a host of medical specialties including tertiary and quaternary care
- VHS has engaged Cain Brothers to serve as its investment banker to advise the company on exploring strategic alternatives, including the sale of some or all of VHS
- In assessing its options, the top priority of VHS is to establish a long-term sustainable path forward for its hospitals, potentially under new ownership
- VHS is prepared to expeditiously execute definitive documentation

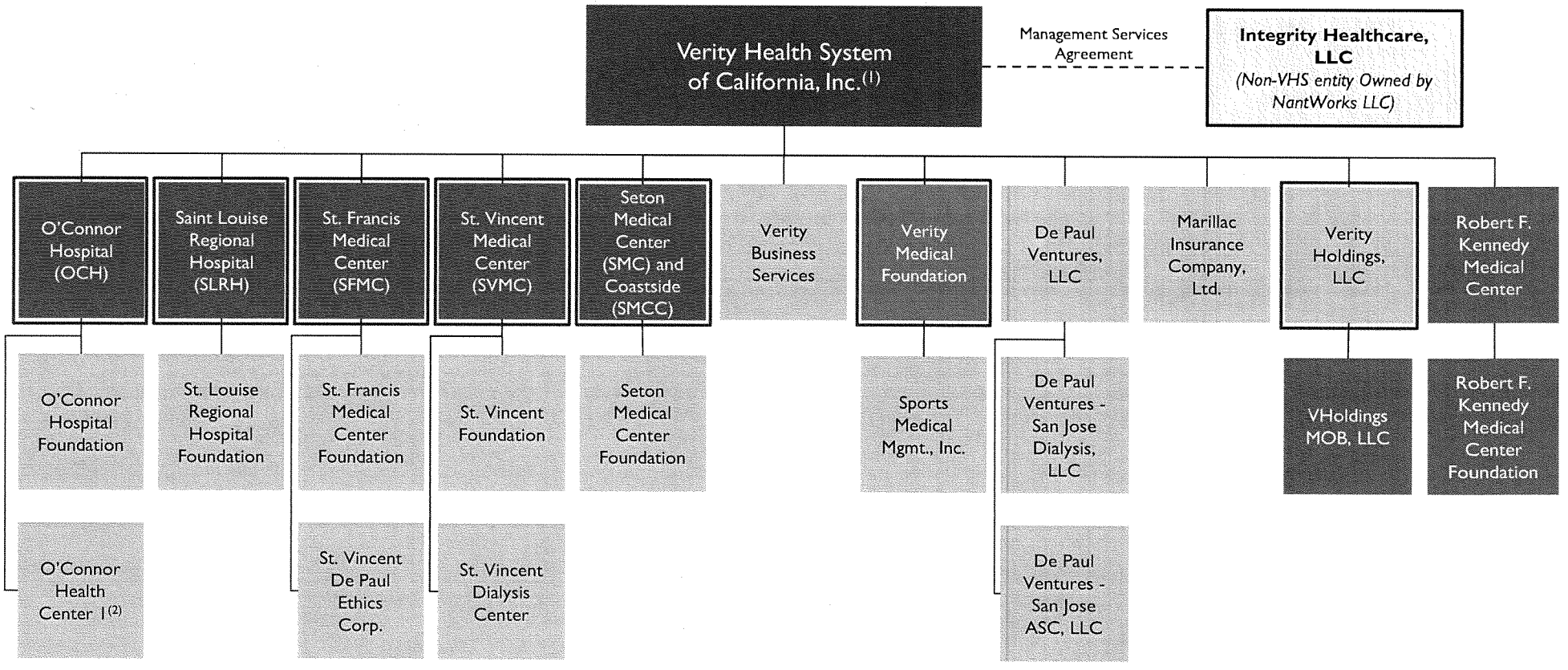


Timeline and Process Objectives

- VHS is seeking proposals for partnerships, joint ventures or purchases of the entire system, individual medical centers or for other VHS assets, such as medical office buildings
- In sales transactions, VHS's preference is a sale of its assets as a going concern. VHS will consider asset purchase offers that limit the buyer's exposure to historical system liabilities
- In constructing an offer following due diligence review, the partner, joint venturer, or buyer may propose any structure that will allow it to maximize consideration for the assets whether through cash, assumption of liabilities or both
- Proposals will be evaluated based on multiple factors, including financial consideration, mission compatibility, employee retention and compensation, treatment of certain major agreements, such as the collective bargaining agreements, timing and certainty of closing, amongst others

Date	Event
Week of July 16, 2018	• Comprehensive data room opens
Week of July 23, 2018	• Marketing materials and process letter distributed
August 3, 2018	• *Due date for initial indications of interest*
Week of August 6, 2018	• Feedback and an overview of next steps provided to bidders

Corporate Organizational Chart



Source: VHS management
(1) Chart includes entities wholly-owned or controlled by Verity Health System, unless otherwise indicated
(2) O'Connor Hospital is a limited partner in O'Connor Health Center 1

Select Entity Descriptions

Entity	Description
Verity Health System of California, Inc.	Verity Health System of California, Inc. is a nonprofit regional healthcare system headquartered in El Segundo, California. VHS was originally established by the Daughters of Charity of St. Vincent de Paul, Province of the West, to support the mission of the Catholic Church through a commitment to the sick and poor. The Daughters of Charity opened its first hospital in Los Angeles in 1859. Daughters expanded its hospitals to San Jose in 1889 and San Francisco in 1893. These establishments were the forerunners of the St. Vincent Medical Center, O'Connor Hospital and Seton Medical Center. Verity Health System was created in a transaction approved by California Attorney General Kamala Harris and completed in December 2015. BlueMountain Capital Management, LLC, committed to facilitating the investment of more than $250 million of capital into the management and operation of Verity's hospitals and medical foundation, and created Integrity Healthcare, LLC, Verity Health System's management company. In July 2017, Dr. Patrick Soon-Shiong announced that NantWorks, LLC, had acquired a majority stake in Integrity Healthcare, LLC. VHS operates six hospitals in California.
St. Francis Medical Center	St. Francis Medical Center is a nationally recognized 384-bed acute care facility and proud home of a state-of-the-art Level II Trauma Center—one of the largest and busiest private emergency trauma centers in LA County. St. Francis offers a full complement of medical, surgical and therapeutic services to more than 1.2 million area residents in Southeast Los Angeles, located in the communities of Lynwood, South Gate, Downey, Huntington Park, Bell Gardens, Maywood, and Compton. The basic emergency department has 46 licensed emergency treatment stations in addition to the Level II Trauma Center. It also has nine surgical operating rooms and three cardiac catheterization labs for inpatient and outpatient cardiac catheterization services. The hospital offers a comprehensive range of services, including emergency and trauma care, neonatal intensive care, cardiovascular, oncology, pediatrics, behavioral health, and maternity and child services. In addition to the inpatient programs and services, the hospital also offers various outpatient services, including ambulatory surgical services, laboratory services, imaging services, infusion therapy, nuclear medicine services, respiratory therapy, and physical therapy. The hospital is accredited by The Joint Commission.
St. Vincent Medical Center	St. Vincent is a 366-bed acute care facility and surgical specialty hospital, providing tertiary services for advanced medical diagnosis and treatment. St. Vincent specializes in cardiac care, cancer care, total joint and spine care, and multi-organ transplant services. The hospital serves both local residents and residents from Los Angeles, San Bernardino, Riverside, Orange Counties and surrounding areas. As a provider of healthcare services for a high percentage of elderly patients, many of the hospital's services and programs are focused on the treatment of various chronic diseases.
O'Connor Hospital	O'Connor Hospital is a nationally recognized, 358-bed acute care facility offering a full range of inpatient and outpatient medical, surgical and specialty programs to more than 1 million residents of San Jose. The hospital has a basic emergency department with 23 emergency treatment stations. It also has 11 surgical operating rooms and two cardiac catheterization labs. The hospital offers a comprehensive range of healthcare services, including emergency, cardiac, orthopedic, cancer, obstetrics, and sub-acute care services. The hospital is accredited by the Joint Commission.
Saint Louise Regional Hospital	St. Louise Regional Hospital is a 93-bed acute care hospital offering a wide range of inpatient and outpatient medical specialties, as well as a 24/7 emergency department and CALSTAR 2 emergency helicopter on the premises. The hospital provide services to the residents of southern Santa Clara County, including Morgan Hill, San Martin, and Gilroy. The emergency department has eight licensed emergency treatment stations. The hospital also has five surgical operating rooms for inpatient and outpatient surgical procedures. Ten of the hospital's 21 licensed skilled nursing beds are in suspense. The hospital provides comprehensive healthcare services including cancer, emergency, rehabilitation, and surgical care. The hospital is accredited by the Joint Commission.

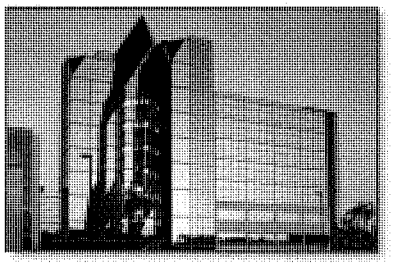
Source: VHS management

Select Entity Descriptions (cont'd)

Entity	Description
Seton Medical Center / Seton Medical Center Coastside	Seton Medical Center is as 357-bed medical center now serves 1.5 million residents of San Francisco and northern San Mateo County with comprehensive inpatient and outpatient medical specialties, as well as emergency and urgent care services. Seton Medical Center has a basic emergency department with 18 licensed treatment stations. It also has 13 surgical operating rooms and three cardiac catheterization labs. Of the hospital's 84 licensed skilled nursing beds 40 are on the 9th floor, and the remaining 44 beds are utilized as sub-acute care beds. Additionally, the hospital operates a 24-bed geriatric psychiatry unit (4 of which are in suspense). The hospital has a broad spectrum of medical services, including cancer, cardiac, emergency, surgical, rehabilitation, respiratory, orthopedic, sub-acute care, SNF, geriatric behavioral unit, orthopedics, imaging and diagnostics, clinical lab, and wound care. Its sister facility, Seton Coastside, is a 116-bed skilled nursing complex offering inpatient care and the only 24-hour standby Emergency Department with 5 acute care beds on the Pacific Coast between Daly City and Santa Cruz. Under a consolidated license, Seton Medical Center and Seton Coastside share the same Board of Directors, executive leadership team, charity care policies, and union collective bargaining agreements.
Verity Business Services	VHS operates Verity Business Services ("VBS"), a nonprofit public benefit corporation. VBS provides support services to VHS and its affiliated hospitals including accounting, finance, patient financial services, supply chain management, and purchasing services for the entire health system.
Verity Medical Foundation	In 2011, the Verity Medical Foundation ("VMF") was incorporated with VHS as the sole corporate member. The Verity Medical Foundation began operations in April 2012 through the establishment of a professional services agreement with a group of approximately 200 physicians and associates of the San Jose Medical Group. Today, VMF is comprised of 146 physicians in 8 medical groups practicing across over 30 locations.
De Paul Ventures, LLC	De Paul Ventures, LLC is a wholly-owned and operated holding company of VHS that was formed in August 2010 for the purpose of investing in a freestanding surgery center and other healthcare entities.
Marillac Insurance Company, Ltd.	VHS is the sole shareholder of Marillac Insurance Company, Ltd., a Caymans entity. Marillac Insurance Company, Ltd., was incorporated in 2003 as a captive insurance company to self-insure the system for professional and general liability exposures and facilitate worker's compensation coverage.
Verity Holdings, LLC	In September 2016, VHS formed Verity Holdings, LLC, a California limited liability company, which was established to be the real estate holding company for VHS and for other joint venture activities. VHS is the sole member of Verity Holdings, LLC. Verity Holdings, LLC remains active and has its own TIN.

Source: VHS management

Verity Health System Overview – Core Operations



St. Francis Medical Center

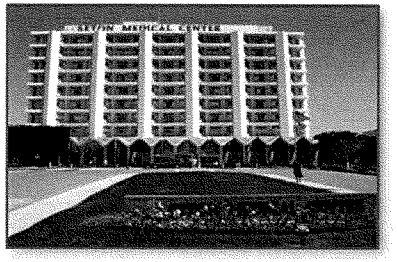
- Lynwood, CA
- Licensed Beds: 384
- Average Daily Census: 291
- LTM May-18 Discharges: 22,625
- LTM May-18 Revenue: $564.5M
- LTM May-18 EBIDAM: $93.1M

St. Vincent Medical Center

- Downtown Los Angeles, CA
- Licensed Beds: 366
- Average Daily Census: 181
- LTM May-18 Discharges: 11,272
- LTM May-18 Revenue: $239.3M
- LTM May-18 EBIDAM: $(44.1)M

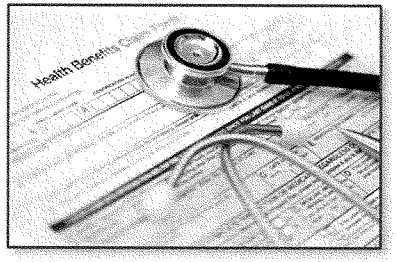
Santa Clara Market

- San Jose, CA (OCH) / Gilroy, CA (SLRH)
- Licensed Beds: 358 / 93
- Average Daily Census: 124 / 30
- LTM May-18 Discharges: 9,505 / 3,017
- LTM May-18 Revenue: $297.5M / $96.3M
- LTM May-18 EBIDAM: $(3.9)M / $6.0M



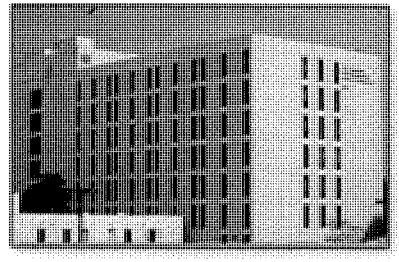
San Mateo Market

- Daly City, CA (SMC) / Moss Beach, CA (SMCC)
- Licensed Beds: 357 / 121
- Average Daily Census: 122 / 114
- LTM May-18 Discharges: 5,313 / 79
- LTM May-18 Revenue: $238.4M / $22.9M
- LTM May-18 EBIDAM: $(3.5)M / $(1.4)M



Verity Medical Foundation

- Total Physicians: 146
- Total Clinic Sites: 34
- Patient Visits: ~260,000
- Number of Medial Groups: 8
- LTM May-18 Revenue: $74.8M



Verity Holdings (MOBs)

- Number of MOBs: 8
- Total Rentable Sq. Ft.: 482,835
- Number of Tenants: 105
- Occupancy Rate: 80%
- % Occupied by Hospital: 47%

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Source: VHS management, company financials
Note: "EBIDAM" is equivalent to corporate "EBITDAM"; Financial statistics are not adjusted; detailed quality of earnings analysis will be provided at a later date

Select Awards and Recognitions

Hospital	Awards			
SVMC	Joint Commission Recognition for ranking in Top 5% of US Hospitals for Quality	High Performing Hospital in Heart Failures, Hip Replacement and Knee Replacement	2017 Patient Safety Excellence Award from Healthgrades	2017 and 2016 Centers for Medicare & Medicaid Services 4-Star Rating
SFMC	Joint Commission Primary Stroke Center	High Performing Hospital in Heart Failures	2017 and 2016 Performance Excellence Award for Preventing Hospital Acquired Infections	2017 Supply Chain Excellence Award by Premier, Inc
OCH/SLRH	Joint Commission "Centers of Excellence" for Hip & Knee Replacement, Wound Care, and Advanced Primary Stroke Center & Hospital National Quality Approval and Accreditation	2018, 2017 and 2016 American Heart Association / American Stroke Association Stroke Honor Roll	Designated Blue Distinction® Center for Knee Hip Replacement Programs and Center for Cardiac Care from BCBSA	2015 Gold Award from Donor Network West for contribution to tissue recovery
SMC/SMCC	Joint Commission Primary Stroke Center and National Quality Approval / Accreditation	2018 American Heart Association / American Stroke Association Stroke Honor Roll	2017 and 2016 Centers for Medicare & Medicaid Services 4-Star Rating	2017 Best Performance in Preventing Hospital Acquired Infections – MRSA Facility

Other System Awards and Recognitions

COVERED CALIFORNIA

HEALTHCARE LEADERSHIP AWARDS

ACR DIAGNOSTIC IMAGING CENTER of EXCELLENCE

PRACTICE Greenhealth

BayAreaParent Family Favorite 2013

THELEAPFROGGROUP A HOSPITAL SAFETY SCORE

Source: VHS management

History of Verity Health System

2014

- **Jan:** DCHS initiated an RFP process to evaluate strategic alternatives for the hospitals or health system in its entirety
- **Oct:** DCHS entered into a Definitive Agreement among Prime Healthcare, DCHS and Daughters of Charity Ministry Corporation for the sale of the healthcare system (Prime later terminated its transaction agreement with DCHS)

December 2015

- Transaction closed with approval of California Attorney General on 12/15
- BlueMountain contributed $100M to VHS in exchange for a 15-year management agreement and an option to purchase the assets. BlueMountain arranged a $160M secured privately-placed financing to retire existing debt and provide liquidity to VHS

Early 2016

- Embarked on turnaround efforts, identifying financial improvement opportunities across labor, supplies, services, clinical operations, revenue cycle, business development, payor contracting and strategic initiatives

Mid-2016

- Transferred certain real estate properties from Obligated Group valued at book value of $29 million to Verity Holdings, LLC, a wholly-owned subsidiary, to provide financing for working capital

Late 2017

- Embarked on multiple financing to address failure of turnaround efforts:
- **Sep:** VHS issued $21.0 million of secured tax-exempt notes, purchased by NantWorks
- **Oct:** VHS borrowed $46.2 million from a subsidiary of NantWorks, secured by four medical office properties
- **Dec:** VHS issued $21.0 million of secured tax-exempt notes, purchased by NantWorks

1995 - 2002 | **2014** | **2015** | **2016** | **2017** | **2018**

1995

- **Mar:** Daughters of Charity, Province of the West merged with Catholic Healthcare West ("CHW")[(1)]

2001

- **Jun:** Daughters of Charity Health System ("DCHS") is established
- **Oct:** Daughters of Charity, Province of the West withdrew from CHW

2002

- **Jan:** DCHS commenced operations

July 2015

- DCHS selected BlueMountain Capital Management LLC ("BlueMountain") to recapitalize its operations and transition leadership of the hospital system to the new VHS. To implement the foregoing, DCHS, VHS, certain funds managed by BlueMountain, and Integrity entered into a System Restructuring and Support Agreement and created Integrity Healthcare, LLC ("Integrity") to provide management services to VHS

July 2017

- On July 3, NantWorks LLC ("NantWorks"), the parent organization for health technology and biotech companies controlled by Dr. Patrick Soon-Shiong, acquired a controlling stake in Integrity
- Following the transaction, Dr. Soon-Shiong became CEO of VHS and replaced many of the key executive management personnel

2018

- **Jan:** Rich Adcock promoted to CEO
- **March:** NantWorks extended two unsecured loans for a total of $40 million for needed additional working capital
- **Jun:** VHS hired Cain Brothers to assist in the evaluation of strategic options for VHS, which include a full system sale/affiliation of VHS or a sale of the individual medical centers through a series of transactions

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Source: VHS management
(1) Currently Dignity Health

Summary of Outstanding Debt

($ in Thousands)		Description	Amt. Outstanding	Maturity	Interest Rate	Security
Secured	Master Trust Indenture	**Series 2017**	**$42,000**	**12/10/2020**	**7.25%**	**MTI + A/R, Senior Liens Deeds of Trust on SFMC, SLRH and SMCC**
		Series 2017A	*$21,000*	12/10/2020	7.25%	MTI + A/R, Senior Liens Deeds of Trust on SFMC, SLRH and SMCC
		Series 2017B	*$21,000*	12/10/2020	7.25%	MTI + A/R, Senior Liens Deeds of Trust on SFMC, SLRH and SMCC
		Series 2015	**$160,000**	**6/10/2019**	**N/A**	**MTI + A/R, Senior Liens Deeds of Trust on SFMC and SLRH**
		Series 2015A	*$60,000*	6/10/2019	7.25%	MTI + A/R, Senior Liens Deeds of Trust on SFMC and SLRH
		Series 2015B	*$45,000*	6/10/2019	7.25%	MTI + A/R, Senior Liens Deeds of Trust on SFMC and SLRH
		Series 2015C	*$10,000*	6/10/2019	9.50%	MTI + A/R, Senior Liens Deeds of Trust on SFMC and SLRH
		Series 2015D	*$45,000*	6/10/2019	Variable	MTI + A/R, Senior Liens Deeds of Trust on SFMC and SLRH
		Series 2005	**$259,445**	**7/1/2039**	**N/A**	**MTI (Deeds of Trust on Hospitals and Other Property)**
		Series 2005A	*$242,615*	7/1/2039	5.50% - 5.75%	MTI (Deeds of Trust on Hospitals and Other Property)
		Series 2005G	*$8,825*	7/1/2022	5.50%	MTI (Deeds of Trust on Hospitals and Other Property)
		Series 2005H	*$8,005*	7/1/2025	5.75%	MTI (Deeds of Trust on Hospitals and Other Property)
		MTI Subtotal	**$461,445**			
	SMC	**2017 PACE Bonds**	**$40,000**	**9/2/2047**	**N/A**	**Special Tax Assessment on Seton Medical Center**
		CleanFund	*$20,000*	9/2/2047	6.40%	Special Tax Assessment on Seton Medical Center
		Petros	*$20,000*	9/2/2047	6.45%	Special Tax Assessment on Seton Medical Center
	Verity Holdings	**MOB Notes**	**$66,220**	**6/9/2021**	**Variable**	**Deeds of Trust on MOBs**
		Series 2017	*$46,220*	10/9/2020	Variable	Deeds of Trust on certain SVMC MOB, Seton Convent Property, and Mark Taper MOB
		Series 2018	*$20,000*	6/9/2021	Variable	Deeds of Trust on certain St. Vincent, Seton, and Saint Louise MOB Property
Unsecured	Verity Holdings	**Promissory Notes**	**$40,000**	**3/31/2020**	**7.25%**	**Unsecured**
		Note 1	*$20,000*	3/31/2020	7.25%	Unsecured
		Note 2	*$20,000*	3/31/2020	7.25%	Unsecured
		Total	**$607,665**			

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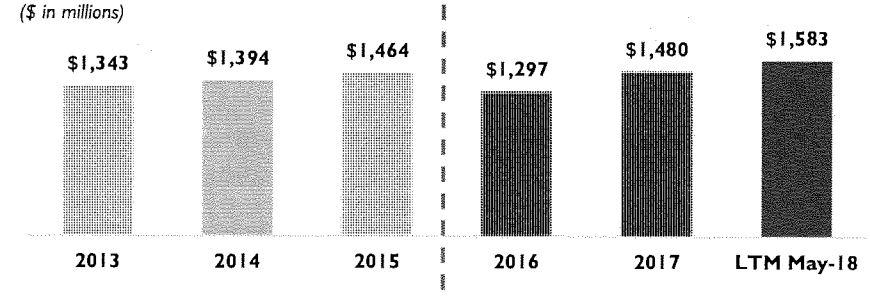
Source: Company financials
Note: Debt outstanding as of July 23, 2018

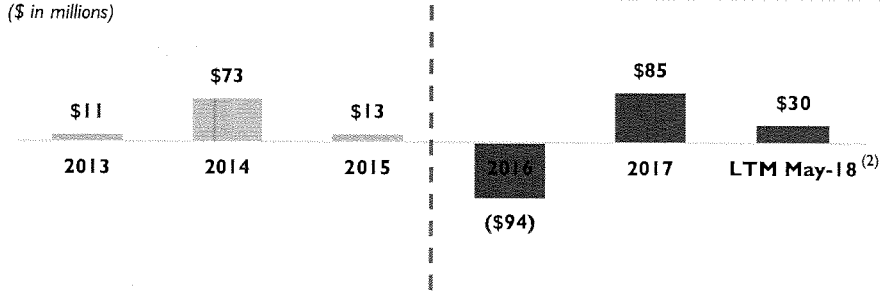
Pre- and Post-Recapitalization Snapshot(1)

- Since completing the recapitalization transaction in late 2015, VHS has improved its financial and operating performance and increased the amount of capital investment in the facilities

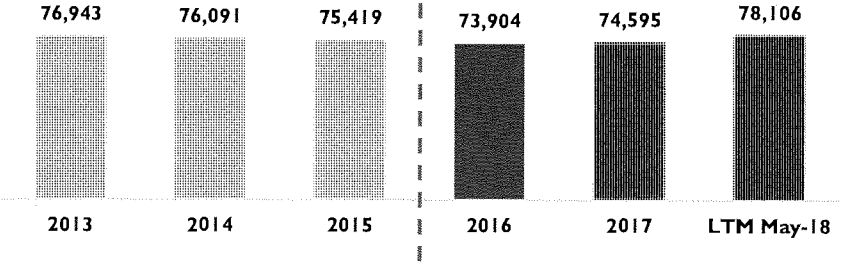
Revenue



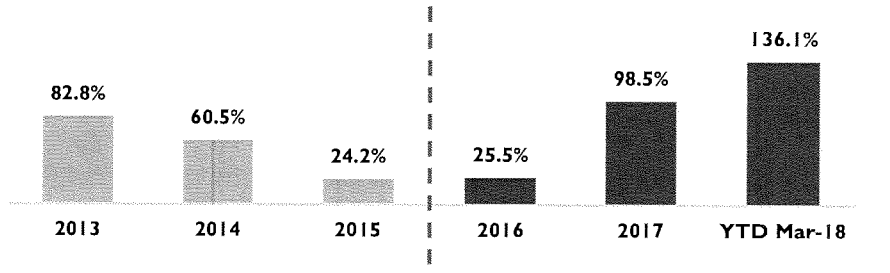
EBIDAM



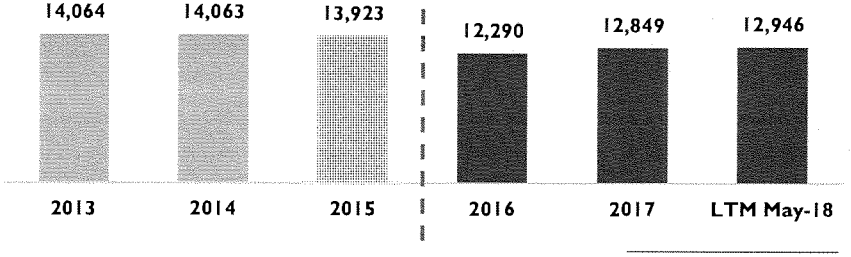
Adjusted Discharges



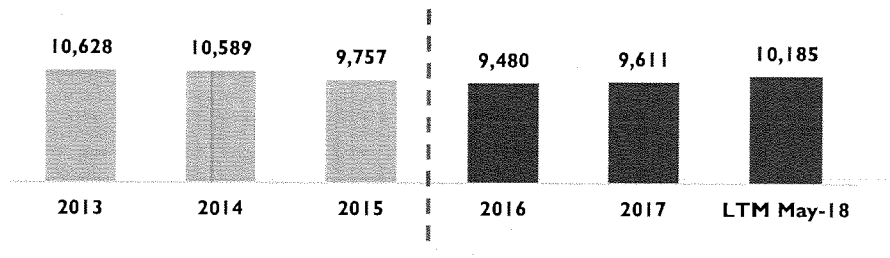
Capital Expenditures as a % of Depreciation



Outpatient Surgeries



Inpatient Surgeries



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Source: Company financials

1. *Financial statistics are not adjusted; detailed quality of earnings analysis will be provided at a later date*
2. *Includes ~$75M increase in contractual reserve and provisions for doubtful accounts attributable primarily to FY2017 revenue cycle management underperformance. Patient cash collections improved by ~$80M in YTD May-18 period compared to YTD May-17.*

Key Issues for the VHS Hospitals

- VHS operates medical centers that have a long tradition of serving essential roles in the healthcare delivery system of their respective communities. The following slides describe some of the important considerations for the medical centers

Program	Considerations
Hospital Quality Assurance Fee ("HQAF")	• VHS's medical centers participate in California's HQAF program, the upper payment limit program operated by the State as part of the Medi-Cal program • The HQAF program was initiated in 2009 and has become an important source of revenue for hospitals in the State that serve a high proportion of Medi-Cal patients • VHS, including its predecessor organization, has received a net benefit of over $800 million since HQAF's inception • The HQAF program and all of its statutory provisions and protections were made permanent through the passage of the Medi-Cal Funding and Accountability Act (Proposition 52) in the November 2016 General Election
Pension Liabilities	• VHS has three significant defined benefit pension plans: Plan A, Plan B and Retirement Plan for Hospital Employees ("RPHE") • Plan A and B are ERISA single-employer plans, while the RPHE is a multiemployer plan • The single-employer plans and multiemployer plan have separate controlled groups • A termination of the single-employer plans and withdrawal from the RPHE would trigger an increase in the related liabilities
Union Representation	• Nearly three-fourths of VHS's employees are represented by collective bargaining units • Some unions, such as the California Nurses Association ("CNA") represent employees at more than one medical center
Collective Bargaining Agreements	• VHS has a preference for bidders that honor the collective bargaining agreements ("CBAs") • Copies of the CBAs will be made available to interested parties via the data room
AG Operating Conditions	• In conjunction with the recapitalization and transition of operations from DCHS to VHS, the AG reviewed and approved the transaction subject to certain conditions imposed upon the system as well as the individual hospitals • Those facility-specific conditions include obligations to maintain certain programs and services, to make certain capital investments, to comply with the seismic regulations where applicable and to provide minimum charity care levels, among other conditions • In the two-year period ending December 2017, VHS had spent or committed $116 million in capital expenditures, approximately $25 million above the AG requirement • Any transaction involving a non-governmental acquirer would be subject to a new Attorney General review process

Hospital Quality Assurance Fee Program Overview

- The HQAF program provides funding for supplemental payments to hospitals that serve Medi-Cal and uninsured patients. Revenues generated from fees assessed on certain general and acute care California hospitals fund the non-federal supplemental payments to California's safety-net hospitals while drawing down federal matching funds that are issued as supplemental payments to hospitals for care of Medi-Cal patients
- In November 2016, California voters approved a state constitutional amendment measure that extends indefinitely the statute that imposes fees on California hospitals seeking federal matching funds
- CMS issued formal approval of the fee-for-service portion of the 2017-19 Hospital Fee Program on December 18, 2017
- The recognition of revenues and expenses is governed by CMS approval of each program and the time period covered; the actual cash flow impact is distinct from the accrual accounting

Program	Period Covered	CMS Approval	Revenue	Expense	Net Benefit	Cash Received	Cash Expended
HQAF I	4/9 – 12/10	10/8/2010	$137.5	$83.3	$54.2	$137.5	$83.3
HQAF II	1/11 – 6/11	12/29/2011	$104.7	$59.8	$44.9	$104.7	$59.8
HQAF III	7/11 – 12/13	6/22/2012	$318.3	$191.1	$127.2	$318.3	$191.1
HQAF IV	1/14 – 12/16	12/23/2014	$662.4	$338.5	$323.9	$643.0	$306.0
HQAF V	1/17 – 6/19	12/18/2017	$469.1	$210.4	$258.7	$99.1	$57.2

Source: *VHS management, company financials*

Pension Overview

- VHS currently has three significant defined benefit plans
  - > Two single-employer plans – Plan A and Plan B
  - > Multiemployer plan – Retirement Plan for Hospital Employees
- The plans have been frozen for all employees, except members of CNA
- The main employers participating in the RPHE are Sutter Health, Dignity Health and VHS
- The actuarially determined withdrawal and termination liability are estimated to be approximately $380 million for the RPHE and $350 million for Plan A and Plan B, respectively

VHS Pension Plans	Control Group	Active Participants	Terminated/ Retired Participants	Total Participants	Plan Assets(1)	Unfunded Liabilities(1)(2)	Funded Status
Plan A	SFMC, SVMC, OCH, SLRH	2,229	4,593	6,822	$343.8	$198.6	63%
Plan B	SFMC, SVMC, OCH, SLRH	144	838	982	$8.2	$0.7	92%
RPHE	OCH, SLRH, SMC, SMCC	2,345	3,017	5,362	$358.4	$43.4	89%
Total		***4,718***	***8,448***	***13,166***	***$710.4***	***$242.7***	***75%***

Source: VHS management, company financials

(1) Willis Towers Watson actuarial reports as of July 5, 2018 for A and B plans and July 6, 2018 for RPHE plan

(2) Plan A is underfunded by $198.6M under if ASC 175 accounting method, and by $102.1M under HATFA. Plan B is underfunded by $0.7M under ASC 175 accounting method, but overfunded by $1.5M under HATFA

Employee and Union Summary

- Approximately 74% of VHS employees are covered by CBAs
- Unions have been an integral part of VHS over the course of the system's history
- A breakdown of union representation is provided in the table below

Union	St. Francis	St. Vincent	O'Connor	St. Louise	Seton Medical Center	Total
California Licensed Vocational Nurses Association	-	-	14	-	-	14
California Nurses Association	-	468	544	204	396	1,612
Engineers and Scientists of California Local 20	-	-	50	12	30	92
Local 39 Stationary Engineers	-	-	16	10	22	48
NUHW	-	-	-	-	690	690
SEIU, Local 250	845	300	524	181	-	1,850
UNAC	834	-	-	-	-	834
Total Represented Employees	***1,679***	***768***	***1,148***	***407***	***1,138***	***5,140***
Total Employees	***2,006***	***1,117***	***1,399***	***480***	***1,330***	***6,945***[1]

Source: VHS management
1. Total includes VHS corporate and VBS

Collective Bargaining Agreement Details

Union	Hospitals	Contract Dates	Contract Discussions Commencement Date
California Licensed Vocational Nurses Association	O'Connor	November 1, 2016 – October 31, 2019	August 2019
California Nurses Association (CNA)	St. Vincent, St. Louise, O'Connor, Seton, Seton Coastside	December 22, 2016 – December 21, 2020	June 2020
Engineers and Scientists of California Local 20	St. Louise, O'Connor, Seton	May 1, 2017 – April 30, 2020	February 2020
NUHW	Seton, Seton Coastside	November 1, 2016 – October 31, 2019	July 2019
SEIU, Local 250 (non-nursing service employees)	St. Francis, St. Vincent, O'Connor, St. Louise	November 1, 2015 – October 31, 2018 Successor: November 1, 2018 – October 31, 2021	June 2021
SEIU, Local 250 (non-nursing service employees)	Verity Medical Foundation	April 1, 2016 – March 31, 2019	January 2019
Local 39 (stationary and biomedical engineers)	O'Connor, St. Louise, Seton	October 1, 2016 – September 30, 2018	June 2018
UNAC	St. Francis	December 23, 2014 – December 22, 2017 Successor: December 2018 – December 2021	Summer 2021

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Source: VHS management

Summary of AG Conditions by Hospital

- As part of the approval process for DCHS's restructuring transaction with BlueMountain, the California AG imposed certain conditions on VHS's hospitals, which are described in the table below
- Conditions are effective for 5 – 15 years beginning December 2015
- The AG also required VHS to reserve or expend a $180M capital commitment over 5 years and OSHPD seismic compliance at all facilities
- The below table reflects all amendments

	Santa Clara County		San Mateo County	Los Angeles County	
	OCH	SLRH	SMC/SMCC	SFMC	SVMC
Services that must be maintained or expanded	▪ 24 hr ER with 23 treatment stations ▪ 14 ICU beds ▪ NICU and peds ▪ Cardiac care incl. STEMI ▪ Reproductive health services	▪ 24 hr ER with 8 treatment stations (to be expanded) ▪ DePaul Urgent Care Center ▪ 4 ICU beds ▪ Reproductive health services	▪ 24 hr ER with 18 treatment stations ▪ Cardiac care incl. STEMI ▪ 116 skilled nursing beds ▪ Reproductive health services	▪ 24 hr ER with 46 stations ▪ Level II trauma ▪ 5150 receiving ▪ Cardiac care incl. STEMI ▪ Reproductive health services	▪ 24 hr ER with 8 stations, 6 fast track ▪ 19 Acute rehab beds ▪ 30 ICU beds ▪ Transplant services ▪ Reproductive health services
Required charity/ community benefit	▪ Charity care: $3.5M ▪ Community benefit: $2.9M ▪ Sample program: — Family medicine residency program	▪ Charity care: $2.0M ▪ Community benefit: $0.9M ▪ Sample community benefit program — RotaCare Lab	▪ Charity care: $1.8M ▪ Community benefit: $0.9M ▪ Sample community benefit program — RotaCare Clinic	▪ Charity care: $17.6M ▪ Community benefit: $1.4M ▪ Sample community benefit program — Welcome Baby Program	▪ Charity care: $0.4M ▪ Community benefit: $1.1M ▪ Sample community benefit program — Asian Pacific Liver Center
Other obligations	▪ Medi-Cal contracts: — Santa Clara Family Health Plan & Valley Health Plan — Commercial Plan ▪ Local governing board of directors	▪ Medi-Cal contracts: — Santa Clara Family Health Plan & Valley Health Plan — Commercial Plan ▪ Local governing board of directors	▪ Medi-Cal contracts: — San Mateo Health Commission dba Health Plan of San Mateo ▪ Local governing board of directors ▪ Seismic compliance	▪ Operate or sell 1206(d) clinics ▪ Medi-Cal contracts: — LA Care Health Plan — Commercial Plan ▪ Local governing board of directors	▪ Operate or sell 1206(d) clinics ▪ Medi-Cal contracts: — LA Care Health Plan — Commercial Plan ▪ Local governing board of directors ▪ Refurbish elevator

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Source: VHS management

Electronic Health Records Status

- All facilities have achieved Stage 2 Meaningful Use attestation, except for SLRH (currently on Hardship Exception after cancelling CPOE project)

Major Components Deployed

		SFMC	SVMC	OCH	SLRH	SMC
Major Components Deployed	EMR	✓	✓	✓	✓	✓
	Nursing documentation	✓	✓	✓	✓	✓
	CPOE with alerting	✓	✓	✓	(ED Only)	✓
	Non-physician order entry	✓	✓	✓	✓	✓
	Clinical decision support	✓	✓	✓	✓	✓
	View lab results	✓	✓	✓	✓	✓
	View radiology results	✓	✓	✓	✓	✓
	View transcription	✓	✓	✓	✓	✓
	View EKG	✓	✓	✓	✓	✓
	View radiology PACS	✓	✓	✓	✓	✓
	View cardiology PACS(1)	✓	✓	✓	✓	✓
	Automated capture of medical device data(1)	✓	✓	✓	✓	✓
	Advanced reporting and analytics	✓	✓	✓	✓	✓
	Integrated medication management (pharmacy) BCMA	✓	✓	✓	✓	✓
	Drug-drug interaction checking and alerting	✓	✓	✓	✓	✓
	Problem list	✓	✓	✓	✓	✓
	Physician inbox	✓	✓	✓	✓	✓
	Patient lists	✓	✓	✓	✓	✓
	Medication reconciliation	✓	✓	✓	✓	✓
HIMSS		**Level 4**	**Level 4**	**Level 4**	**Level 3**	**Level 4**

Source: VHS management
(1) Not at Seton Coastside

Overview of Shared Services

- VHS provides system-wide corporate services; a detailed breakdown of shared services allocations can be found in Appendix B

System Office

Overview:

- Corporate overhead is consolidated at the parent level and allocated among VHS's respective facilities
- Services included:
  - > Back-office functions (administration, HR, compliance, etc.)
  - > Financing and accounting
  - > Revenue cycle management
  - > Information services and other business resources

YTD 2018 Expense (as a % of Entity Net Revenue)

($ in millions)

SFMC $42.9 *8.1%*	**SVMC** $24.8 *11.2%*	**OCH** $31.5 *11.6%*
SLRH $9.3 *10.5%*	**SMC** $25.0 *11.2%*	**SMCC** $2.6 *12.4%*

Management Services

Overview:

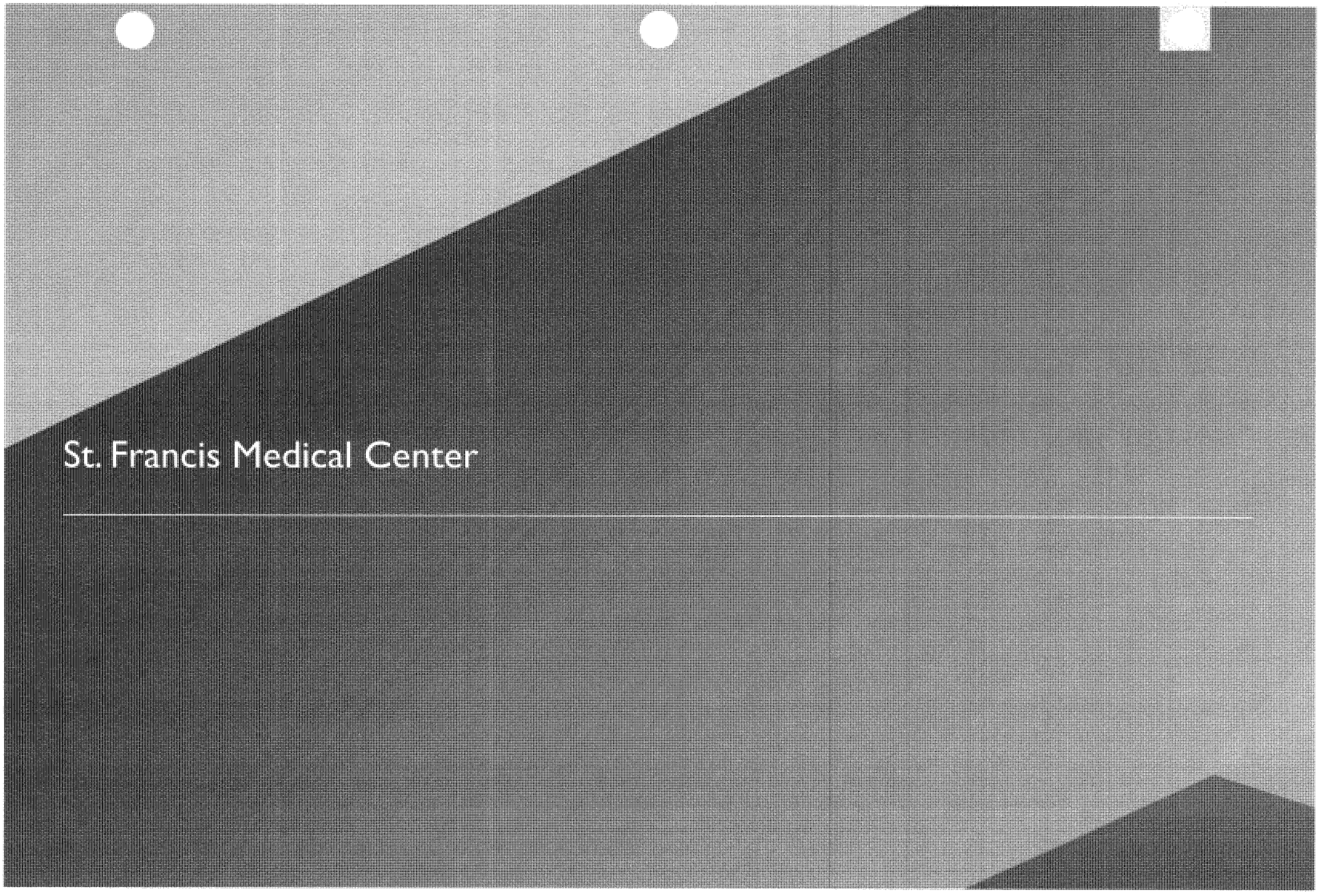
- VHS pays a monthly management fee to Integrity in exchange for providing executive oversight, including the CEO, CFO, COO and CMO
- Fixed management fee, set as of closing of restructuring transaction to 4% of VHS's operating revenue for LTM Oct-15
- Management fee is only subject to increase during the 15 year term for increases in the CPI, and only ¼ (or 1%) is guaranteed
- Remaining portion is subject to deferral, payable only if certain liquidity and performance thresholds are met

YTD 2018 Expense (as a % of Entity Net Revenue)

($ in millions)

SFMC $17.1 *3.2%*	**SVMC** $10.6 *4.8%*	**OCH** $12.6 *4.6%*
SLRH $3.6 *4.1%*	**SMC** $10.2 *4.6%*	**SMCC** $1.0 *5.0%*

Source: VHS management, company financials
Note: Financial statistics are not adjusted; detailed quality of earnings analysis will be provided at a later date



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Overview of St. Francis Medical Center

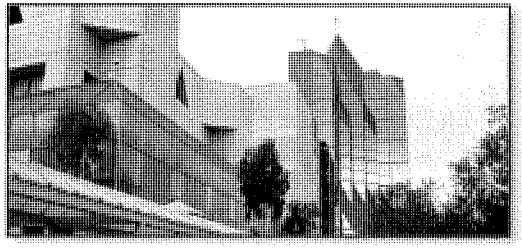
St. Francis Medical Center

Overview

- Nationally-recognized facility and home of state-of-the-art Level II Trauma Center
- Located at 3630 East Imperial Highway in Lynwood, CA
- Essential safety net provider in LA County
- Owns two MOBs in Huntington Park and Maywood

Key Services:

- Cancer Care
- Cardiovascular Care
- Emergencies and Traumas
- Mental Health Services
- Orthopedics and TJR
- Rehabilitation and Therapy
- Stroke Care
- Surgical Services
- Women's Health
- Wound Care and Management



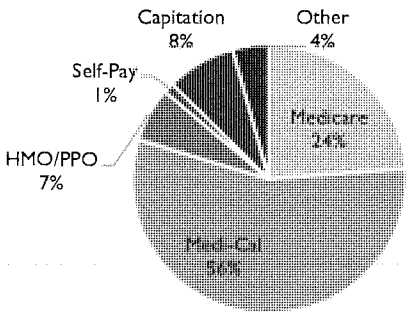
Summary Income Statement

($ in millions)

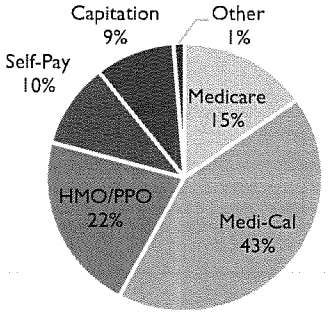
	FY 2016A	FY 2017A	LTM May-18
Patient Revenue	$ 251.2	$ 292.4	$ 275.8
Provider Fee Revenue	82.7	97.0	149.7
Other Revenue	124.6	126.4	139.0
Total Revenue	458.5	515.9	564.5
Salaries & Benefits	198.3	200.7	213.9
Supplies	37.2	38.6	41.2
Purchased Services and Other	130.3	143.5	166.6
Provider Fee Expense	36.7	31.1	49.8
Total Expenses	402.6	413.9	471.4
EBIDAM	55.9	102.0	93.1
EBIDAM Adjustments			
Corporate Allocation	26.0	44.1	45.2
Adj. EBIDAM	$ 81.9	$ 146.1	$ 138.3

Payor Mix (LTM May-18)

Patient Days



Gross Patient Revenue



Operating Statistics

	FY 2016A	FY 2017A	LTM May-18
Staffed Beds	384	384	384
Licensed Beds	384	384	384
Total Discharges	20,063	21,049	22,625
Total Patient Days	92,158	103,599	106,291
Outpatient Visits	150,595	140,618	140,245
ALOS	4.6	4.9	4.7
IP Surgeries	3,120	3,112	3,387
OP Surgeries	2,431	2,310	2,722
Average Daily Census	252	284	291
Case Mix Index (CMI)	1.13	1.18	1.25
Average FTEs	1,651	1,599	1,659

Source: VHS management, company financials
Note: Financial statistics are not adjusted; detailed quality of earnings analysis will be provided at a later date

SFMC Select Operating Statistics

Discharges and Average Daily Census by Type

	FY 2016A	FY 2017A	LTM May-18
Discharges			
General Acute	17,727	18,653	19,989
Psychiatric Acute	2,024	2,104	2,368
SNF	312	292	268
Rehab	-	-	-
SNF Custodial Care	-	-	-
SNF Neurocare Unit	-	-	-
Subacute	-	-	-
Other	-	-	-
Total Discharges	**20,063**	**21,049**	**22,625**
Average Daily Census			
General Acute	199	227	238
Psychiatric Acute	34	35	37
SNF	19	22	16
Rehab	-	-	-
Neurocare	-	-	-
SubAcute	-	-	-
Total ADC	**252**	**284**	**291**

Other Operating Statistics

	FY 2016A	FY 2017A	LTM May-18
Other Operating Statistics			
Admissions	20,072	21,063	22,582
Adjusted Admissions	28,825	29,216	31,419
Patient Days	92,158	103,599	106,291
Adjusted Patient Days	132,345	143,702	147,887
Adjusted Average Daily Census	362	394	405
Average Length of Stay	4.6	4.9	4.7
Acute Case Mix Index	1.4	1.2	1.2
IP Surgeries	3,120	3,112	3,387
OP Surgeries	2,431	2,310	2,722
Deliveries	4,927	4,721	4,431
ER Admits	13,214	14,170	14,538
ER Visits	78,940	78,650	76,845
ER Conversion %	16.7%	18.0%	18.9%
General Acute Admits	17,737	18,677	19,957
Direct Admissions	6,858	6,893	8,044
Direct Admissions % of Total	34.2%	32.7%	35.6%
Outpatient Visits (Non ER)	84,869	76,138	77,938
Outpatient Visits	150,595	140,618	140,245

Source: VHS management

SFMC Service Highlights

Center / Services	Description
Cancer Care	SFMC provides services ranging from prevention, detection and education to treatment. The treatment modalities are facilitated by its highly trained radiation oncology physicians and staff who prescribe radiation therapy to provide primary cancer treatment.
Cardiovascular Care	Designated as a STEMI Receiving Center, the Heart Center brings together highly skilled cardiologists, cardiovascular and endovascular surgeons, nurses and technologists with the latest technology to provide vital preventive and life-saving care. It offers traditional open heart surgery, as well as minimally invasive procedures such as angioplasties and stents.
Emergency and Trauma Care	The Emergency Department provides services for all types of medical emergencies around the clock. Nationally recognized and verified as a Level II Trauma Center by the American College of Surgeons, it has the facilities, equipment and skilled emergency medicine physicians, surgeons, nurses and technicians to care for seriously injured patients 24/7.
Mental Health Care	SFMC delivers inpatient mental health services in a safe, caring and professional manner. Licensed mental health professionals are always available through the crisis hotline to assess problems and provide referrals. It also has a Children's Counseling Center in two locations to provide comprehensive mental health treatment, case management and medication services.
Orthopedic Care and Total Joint Replacement	SFMC offers a full range of orthopedic services for the treatment of age-related conditions, sports injuries and other disorders. The orthopedic and total joint replacement program includes the area's top surgeons and specialty-trained physician assistants, nurses and physical/occupational therapists. Most total joint replacement patients are walking within hours.
Rehabilitation Care	SFMC's Rehabilitation Services Department offers physical, occupational and speech therapy on an inpatient or outpatient basis to maximize patient recovery and independence.
Stroke Prevention and Care	Nationally recognized as an Advanced Primary Stroke Center and designated as an Approved Stroke Center by LA County Emergency Medical Services Agency, the Primary Stroke Center has expert clinicians to prevent, diagnose and treat strokes using the latest technology. Its goals include decreasing the risk for stroke, reducing disabilities following a stroke, and improving stroke patients' overall quality of life.
Surgical Care	The advanced surgical facility is staffed by highly skilled surgeons and includes a dedicated trauma and heart room. Surgical services range from general surgery to trauma, bariatric, cardiac, cardiothoracic, gynecologic/obstetrical, neurological, oral maxillofacial, orthopedic, otolaryngological (ENT), ophthalmologic, plastic, urologic and vascular/minimally invasive endovascular surgery.

Source: VHS management

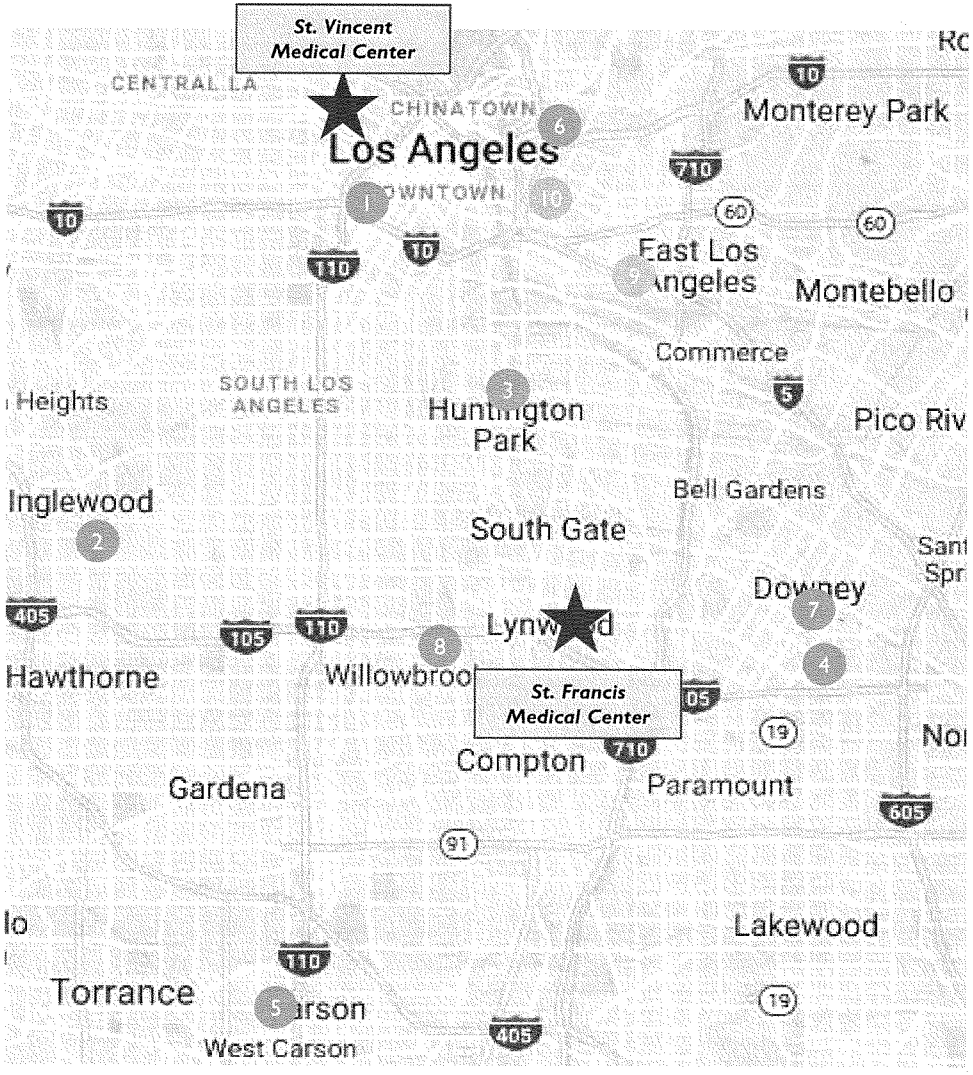
SFMC Service Highlights (cont'd)

Center / Services	Description
Women's, Maternity and Childbirth Care	The Women's Center offers a full range of gynecological services, including obstetrics. Designated as a Level III Neonatal Intensive Care Unit, the Family Life Center provides the most comprehensive Maternal-Child Health Program in the region. It is a Baby-Friendly USA birth facility that promotes breastfeeding support for mothers, and a Welcome Baby hospital that provides hospital and home-based professional coaching for parents.
Wound Care and Management	As the first hospital in Southeast Los Angeles to offer hyperbaric oxygen treatments, SFMC provides comprehensive wound management to those suffering from chronic, non-healing wounds. Its goals are to heal chronic wounds, decrease amputation rates and improve quality of life.

Source: VHS management

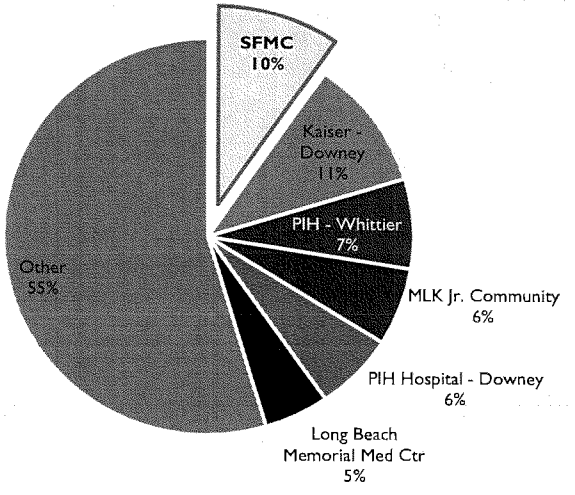
SFMC Market Overview

Market Map



		Affiliation	Beds	Distance (mi)
Primary Competition				
1	California Hospital Medical Center	Dignity Health	287	14
2	Centinela Hospital Medical Center	Prime Healthcare Services	345	11
3	Comm. Hospital of Huntington Park	Avanti Hospitals	81	6
4	Downey Medical Center	Kaiser Permanente	352	5
5	Harbor - UCLA Medical Center	LAC	415	12
6	LAC & USC Medical Center	LAC	600	14
7	PIH Health Hospital - Downey	PIH Health	199	5
8	MLK, Jr. Community Hospital	Standalone	461	3
Other Competition				
9	Los Angeles Community Hospital	Alta Hospitals System	91	9
10	Promise Hospital of East Los Angeles	Promise Healthcare	36	12

Primary Service Area Market Share (Discharges)(1)



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Source: VHS management, OSHPD

(1) 2016 data; includes following zip codes: 90001, 90002, 90003, 90044, 90059, 90061, 90201, 90220, 90221, 90222, 90240, 90241, 90242, 90255, 90262, 90270, 90280, 90603, 90604, 90605, 90606, 90638, 90650, 90660, 90670, 90701, 90703, 90706, 90723, 90805

SFMC Summary of Owned MOBs

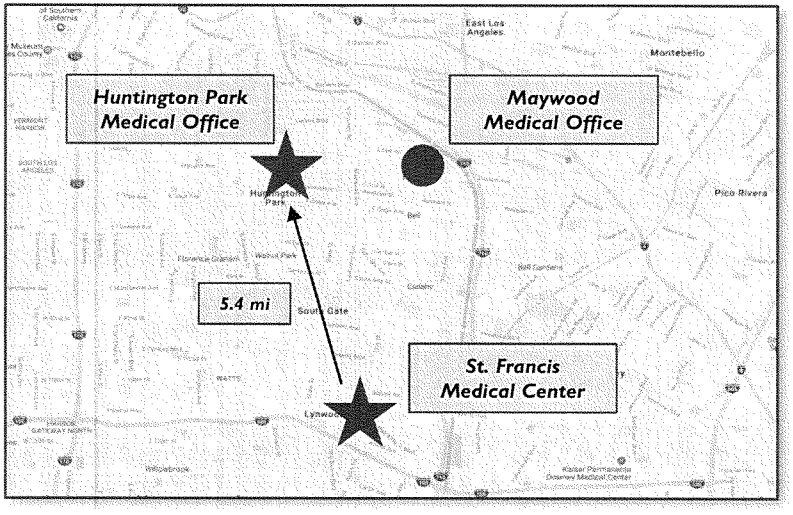
Property	Address	APN	Sq. Ft	Notes
Owned MOBs				
Huntington Park MOB	2700 E. Slauson Ave Huntington Park, CA 90255	6320-006-069	10,274 RSF	Vacant MOB
Maywood MOB	5953 S. Atlantic Blvd 5 Maywood, CA 90270	6313-013-028	6,045 RSF	Leased to Primary Care Group

Source: VHS management

Huntington Park Medical Office Building

Property Overview

Property Address	2700 E Slauson Ave Huntington Park, CA
Age	Built in 1988
Total Land Area	12,500 SF (est.)
Occupancy *(as of July 2018)* Total RSF: Vacant:	 10,274 SF 10,274 (100% of total)
Weighted Avg. Lease Term	N/A
Weighted Avg. Rent / SF	N/A
# of Floors / Elevators	3 floors / 2 elevators
Parking	36 spaces
VHS Operations In Property	None
Other	The property is currently vacant

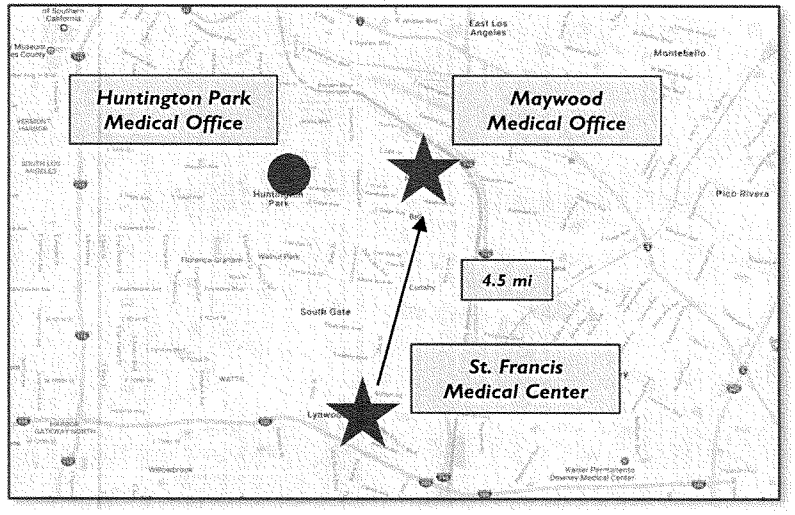


Source: *VHS management*

Maywood Medical Office Building

Property Overview

Property Address	5953 S Atlantic Blvd Maywood, CA
Age	Built in 1949
Total Land Area	27,810 SF (0.64 acre)
Occupancy *(as of July 2018)* Total RSF: Physician Practices:	 6,045 SF 6,045 SF (100% of total)
Weighted Avg. Lease Term	0.25 years (lease expires 9/30/18)
Weighted Avg. Rent / SF	$24.00
# of Floors / Elevators	2 floors / None
Parking	21 spaces
VHS Operations In Property	None
Other	The property is 100% leased on NNN basis to a third party primary care group.



Source: VHS management

SFMC Top 10 Product Lines and Physicians

Top 10 Product Lines by Cases

#	Product Line	Cases	% of Total	Net Rev.	% of Total
1	Obstetrics - Delivered	4,445	22%	$ 16.1	14%
2	Normal Newborns	3,496	18%	1.9	2%
3	Psychiatry	2,447	12%	8.5	7%
4	Cardiovascular Medicine	2,294	12%	14.9	13%
5	Gastrointestinal Medicine	1,455	7%	8.2	7%
6	Infectious Diseases	1,366	7%	24.7	21%
7	Pulmonary Medicine	1,287	6%	9.4	8%
8	Neurological Medicine	1,158	6%	9.2	8%
9	Neonatal	1,034	5%	7.9	7%
10	General Surgery	825	4%	16.3	14%
	Total	**19,807**	**100%**	**$ 117.2**	**100%**

Top 10 Physicians by Cases

#	Physician	Specialty	Cases	% of Total	Net Rev.	% of Total
1	Physician 1	Internal Med.	2,095	18%	$ 11.9	14%
2	Physician 2	Internal Med.	1,435	12%	11.7	13%
3	Physician 3	Internal Med.	1,296	11%	12.2	14%
4	Physician 4	Internal Med.	1,078	9%	12.1	14%
5	Physician 5	Internal Med.	1,057	9%	11.6	13%
6	Physician 6	Internal Med.	1,046	9%	12.5	14%
7	Physician 7	OBGYN	970	8%	3.3	4%
8	Physician 8	Internal Med.	926	8%	5.6	6%
9	Physician 9	Psychiatry	917	8%	3.2	4%
10	Physician 10	Psychiatry	908	8%	2.8	3%
	Total		**11,728**	**100%**	**$ 86.8**	**100%**

Top 10 Product Lines by Gross Revenue

#	Product Line	Gross Rev.	% of Total	Net Rev.	% of Total
1	Infectious Diseases	$ 187.0	20%	$ 24.7	19%
2	General Surgery	119.7	13%	16.3	13%
3	Obstetrics - Delivered	113.4	12%	16.1	13%
4	Cardiovascular Medicine	108.5	12%	14.9	12%
5	Neurological Medicine	77.0	8%	9.2	7%
6	Pulmonary Medicine	70.0	8%	9.4	7%
7	Major Trauma	69.7	8%	14.6	11%
8	Orthopedic Surgery	60.6	7%	7.0	5%
9	Gastrointestinal Medicine	57.8	6%	8.2	6%
10	Neonatal	53.7	6%	7.9	6%
	Total	**$ 917.3**	**100%**	**$ 128.4**	**100%**

Top 10 Physicians by Gross Revenue

#	Physician	Specialty	Gross Rev.	% of Total	Net Rev.	% of Total
1	Physician 1	Internal Med.	$ 104.6	14%	$ 12.2	13%
2	Physician 2	Internal Med.	92.2	13%	11.7	12%
3	Physician 3	Internal Med.	86.8	12%	11.9	12%
4	Physician 4	Internal Med.	85.9	12%	11.6	12%
5	Physician 5	Internal Med.	83.7	12%	12.5	13%
6	Physician 6	Internal Med.	83.3	11%	12.1	13%
7	Physician 7	Pediatrics	53.6	7%	7.4	8%
8	Physician 8	Internal Med.	46.7	6%	5.7	6%
9	Physician 9	Emergency Med.	45.8	6%	5.9	6%
10	Physician 10	Internal Med.	43.1	6%	5.6	6%
	Total		**$ 725.6**	**100%**	**$ 96.6**	**100%**

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Source: VHS management
Note: For the 12 months ended June 30, 2018

SFMC Employee and Physician Overview

Overview

- SFMC has 2,006 employees (1,650 FTEs) and 436 active physicians
  - > Approximately 83%, or 1,679 employees are covered by CBAs
  - > SEIU and UNAC have nearly equal union representation with 845 and 834 members, respectively
- SFMC has 436 active physicians, with the largest specialties of Internal Medicine, General Surgery, Pediatrics and Emergency Medicine

Breakdown of Salaries

($ in millions)

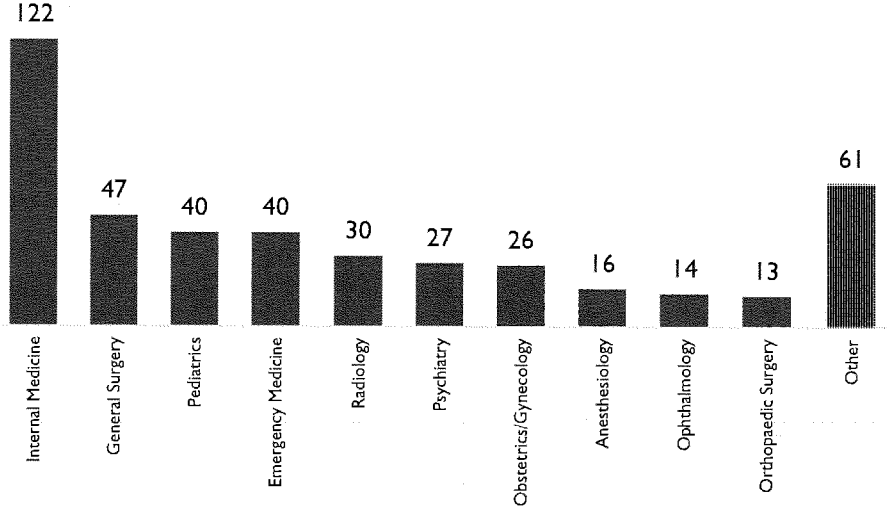
	2016	2017	2018
Registered Nurses	$ 70.6	$ 77.4	$ 84.2
Licensed Vocational Nurses	2.9	2.9	2.8
Non-physician Medical Practitioners	0.7	0.8	0.9
Technicians and Specialists	24.6	24.2	26.6
Management and Supervision	11.6	11.4	13.5
Clerical and Other Administrative	8.2	6.8	7.0
Environmental and Food Service	4.4	5.0	5.9
Other Salaries & Wages	4.7	4.9	5.4
Total	$ 127.8	$ 133.4	$ 146.3

Employee FTEs by Type (May 2018)

Employees	Total
Represented	
SEIU	845
UNAC	834
Total Represented	**1,679**
Not Represented	**327**
Total Employees	**2,006**
Total FTEs	**1,650**

Summary of Active Physicians by Specialty

(n = 436)



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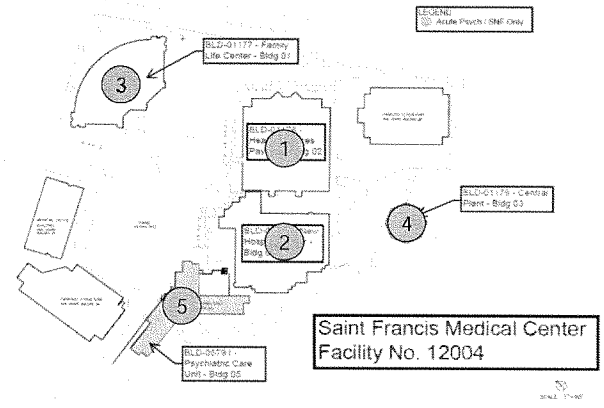
Source: VHS management
Note: Financial statistics are not adjusted; detailed quality of earnings analysis will be provided at a later date
(1) Includes provisional, courtesy, temporary and other medical staff

SFMC Seismic Compliance

Overview

- All of SFMC's hospital facilities are at least SPC-3 compliant
- The Family Life Center and New Hospital Tower, constructed in 1996 and 2000, respectively, are SPC-5 compliant
- All of SFMC's facilities are NPC-2 compliant and have been granted OSPHD SB499 NPC-3 extensions to 2030

Site Map



Seismic Compliance Summary

	Building	Year Built	SPC Rating	NPC Rating
1	Health Services Pavilion	1993	3	2(1)
2	New Hospital Tower	2000	5	2(1)
3	Family Life Center	1996	5	2(1)
4	Central Plant	1989	4	2(1)
5	Psych Unit (Acute Psych/SNF only)	1940	--	--

2020 SPC-2 Compliance Requirements

- N/A

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Source: VHS management
(1) OSHPD SB499 NPC-3 Extension granted to 1/1/2030

Aerial View of SFMC

Overview of SFMC Parcels

Description	Address	APN
SFMC Owned		
1 Hospital Campus	3630 E. Imperial Highway Lynwood, CA 90262	6173-021-008
Huntington Park MOB*	2700 E. Slauson Ave Huntington Park, CA 90255	6320-006-069
Maywood MOB*	5953 S. Atlantic Blvd 5 Maywood, CA 90270	6313-013-028
Verity Holdings Owned		
2 Parking Lot	3633 MLK Jr. Blvd. Lynwood, CA 90262	6173-015-047
3 Ministry Services Building(1)	3663 MLK Jr. Blvd. Lynwood, CA 90262	6173-019-022
4 Parking Lot(1)	3621 MLK Jr. Blvd. Lynwood, CA 90262	6173-015-048
Five Unit Apartment*	3570 Brenton Avenue Lynwood, CA 90057	6191-016-008

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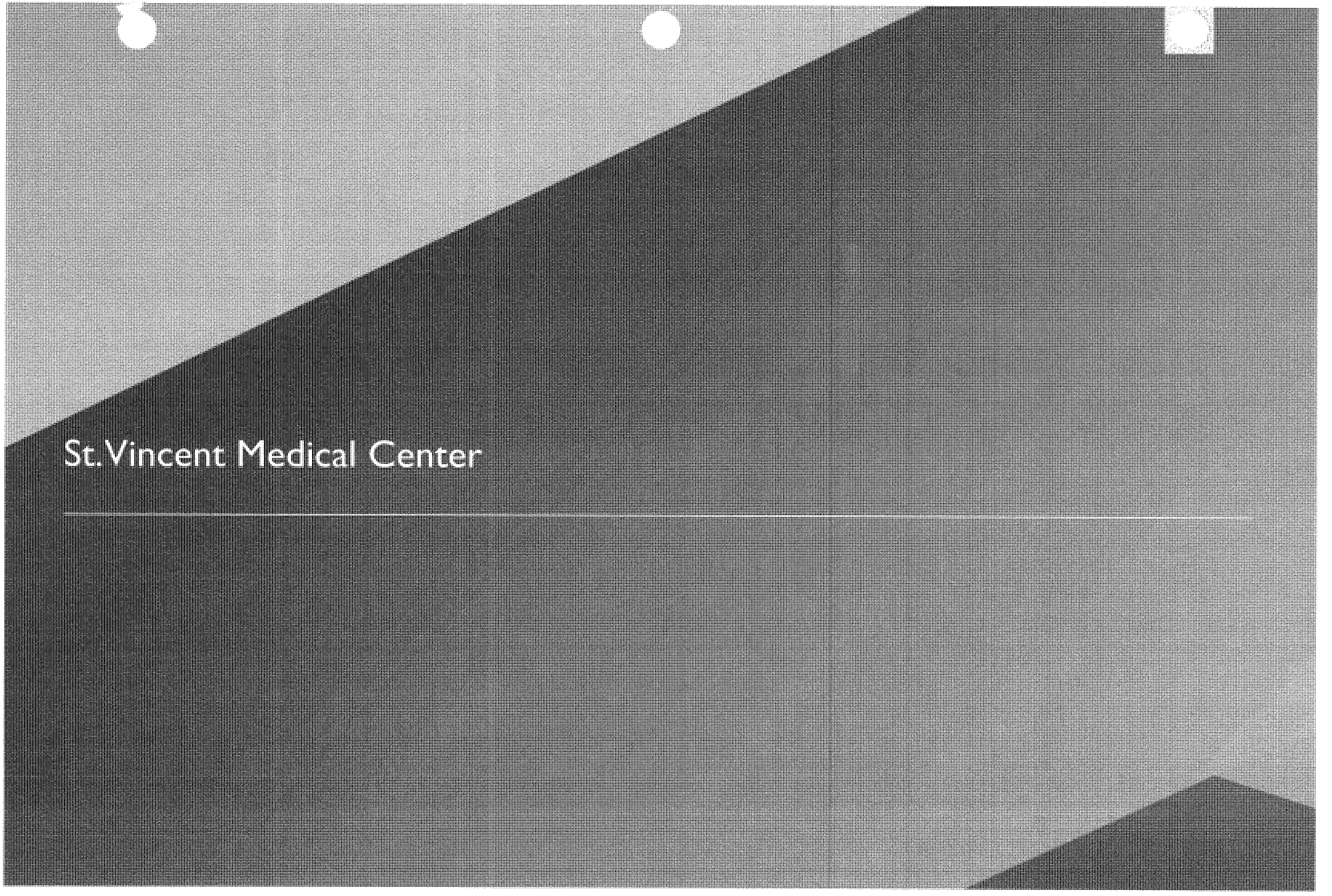
Source: VHS management
(1) Details to be verified
** Not pictured. Outside of photo area*



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Overview of St. Vincent Medical Center

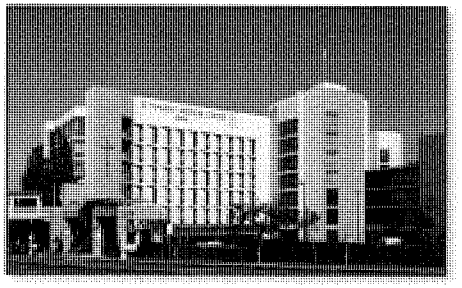
St. Vincent Medical Center

Overview

- Located at 2131 W. 3rd Street, 2 miles northwest of downtown Los Angeles
- Established in 1856 as Los Angeles's first hospital
- Surgical specialty hospital providing tertiary care and distinguished by its House Ear Clinic, Multi-Organ Transplant Center and complementary specialty clinics and services

Key Services:

- Cancer Treatment Center
- Cardiac Catheterization Lab
- Cardiovascular Services
- Neurology Services
- Orthopedics and Joint Replacement
- Spine Care
- St. Vincent Dialysis Center



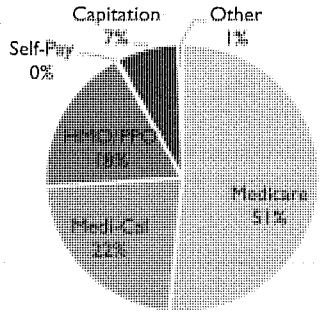
Summary Income Statement

($ in millions)

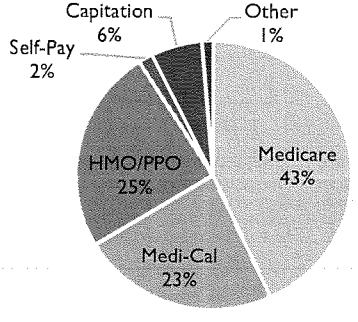
	FY 2016A	FY 2017A	LTM May-18
Patient Revenue	$ 174.3	$ 197.2	$ 190.1
Provider Fee Revenue	16.3	11.2	17.1
Other Revenue	18.9	21.3	32.2
Total Revenue	209.5	229.8	239.3
Salaries & Benefits	103.5	105.8	114.9
Supplies	46.4	48.3	53.5
Purchased Services and Other	73.0	85.5	91.7
Provider Fee Expense	15.6	13.0	23.4
Total Expenses	238.5	252.5	283.4
EBIDAM	(29.0)	(22.7)	(44.1)
EBIDAM Adjustments			
Corporate Allocation	17.3	28.6	26.4
Adj. EBIDAM	$ (11.7)	$ 5.8	$ (17.6)

Payor Mix (LTM May-18)

Patient Days



Gross Patient Revenue



Operating Statistics

	FY 2016A	FY 2017A	LTM May-18
Staffed Beds	366	366	366
Licensed Beds	366	366	366
Total Discharges	10,064	11,088	11,272
Total Patient Days	56,994	64,539	66,247
Outpatient Visits	72,925	75,095	74,069
ALOS	5.7	5.8	5.9
IP Surgeries	2,438	2,651	2,964
OP Surgeries	3,216	3,186	3,352
Average Daily Census	156	177	181
Case Mix Index (CMI)	1.73	1.73	1.82
Average FTEs	902	883	945

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Source: VHS management, company financials
Note: Financial statistics are not adjusted; detailed quality of earnings analysis will be provided at a later date

SVMC Select Operating Statistics

Discharges and Average Daily Census by Type

	FY 2016A	FY 2017A	LTM May-18
Discharges			
General Acute	9,097	10,102	10,337
Psychiatric Acute	-	-	-
SNF	514	544	500
Rehab	453	442	435
SNF Custodial Care	-	-	-
SNF Neurocare Unit	-	-	-
Subacute	-	-	-
Other	-	-	-
Total Discharges	**10,064**	**11,088**	**11,272**
Average Daily Census			
General Acute	119	140	146
Psychiatric Acute	-	-	-
SNF	21	22	21
Rehab	15	15	15
Neurocare	-	-	-
SubAcute	-	-	-
Total ADC	**156**	**177**	**181**

Other Operating Statistics

	FY 2016A	FY 2017A	LTM May-18
Other Operating Statistics			
Admissions	10,046	11,099	11,237
Adjusted Admissions	14,498	15,220	15,320
Patient Days	56,994	64,539	66,247
Adjusted Patient Days	82,249	88,500	90,318
Adjusted Average Daily Census	225	242	247
Average Length of Stay	5.7	5.8	5.9
Acute Case Mix Index	1.8	1.8	1.9
IP Surgeries	2,438	2,651	2,964
OP Surgeries	3,216	3,186	3,352
Deliveries	-	-	-
ER Admits	6,308	7,080	7,073
ER Visits	27,955	30,300	29,785
ER Conversion %	22.6%	23.4%	23.7%
General Acute Admits	9,081	10,112	10,322
Direct Admissions	3,738	4,019	4,164
Direct Admissions % of Total	37.2%	36.2%	37.1%
Outpatient Visits (Non ER)	51,278	51,875	51,357
Outpatient Visits	72,925	75,095	74,069

Source: VHS management

SVMC Service Highlights

Center / Services	Description
Multi-Organ Transplantation Care	The Multi-Organ Transplant Center offers comprehensive services for kidney and kidney/pancreas transplants. Its comprehensive services include pre-transplant evaluation, education, and for most patients, a minimally invasive surgery option. Local pioneers in the treatment of kidney failure, its surgeons have performed more than 6,000 transplants since 1970.
Hearing Disorders Care and Surgery	The House Clinic, a St. Vincent Medical Center partner, is dedicated to the treatment of ear and hearing disorders, including acoustic neuromas and other types of brain tumors. If surgical intervention is needed, House Clinic neurotologists and neurosurgeons partner with the experienced and highly skilled surgical team at St. Vincent to perform the procedure.
Neurosurgery Care	House Neurological Associates has made St. Vincent Medical Center the largest facility in the U.S. for surgical treatment of acoustic neuromas and auditory brainstem implants. Internationally recognized for treatment of neurofibromatosis type 2, the doctors are widely published on treatment protocols for acoustic neuromas and other skull base tumors, vascular malformations, and disorders of the neck and spine. They are pioneers in the use of minimally invasive surgical approaches.
Joint, Orthopedic and Spine Care	SVMC delivers integrated, comprehensive care for the entire musculoskeletal system with two specialized institutes: • Joint Replacement Institute (featuring full orthopedic care): delivers an internationally respected, one-stop diagnosis and treatment center using the latest technologies to relieve chronic hip, knee or shoulder pain. The institute treats all types of adult orthopedic problems, including sprains, fractures, sports injuries and more • St. Vincent Spine Institute: offers clinical diagnosis and treatment for spinal issues such as malalignments, bulging and herniated discs, scoliosis, tumors and bone spurs
Emergency Care	SVMC possesses a reputation for fast service in the Emergency Department. The board certified physicians and specially trained nurses, technicians and support staff stand ready to provide high quality emergency services 24/7, backed by the full medical team at St. Vincent. It is a 911 receiving Emergency Department.
Cardiovascular Care	The Cardiac Care Institute brings together cardiologists, electrophysiologists, vascular specialists, heart surgeons, skilled staff and clinicians with the latest technology to provide comprehensive and integrated cardiovascular care, from health education and lifestyle modification to medication, diagnostic testing, cardiac stenting and device placement and minimally invasive interventions.
Gastroenterology Care	SVMC has a full service lab and offers routine screening, including colonoscopy, as well as therapeutic interventions for more complex conditions.

Source: VHS management

SVMC Service Highlights (cont'd)

Center / Services	Description
GI Liver Disease and Hepatitis Care	St. Vincent's Asian Pacific Liver Center is dedicated to saving lives through education, vaccination, screening, support and treatment of liver disease, all in a culturally sensitive and confidential environment. The center focuses on Asian Americans who are disproportionately affected by chronic hepatitis B and hepatitis C infection, providing more than 2,300 and 1,800 screenings respectively in 2015.
Cancer Care	Verified by the American College of Surgeons, SVMC's comprehensive Cancer Treatment Center offers a variety of options, including radiation therapy and surgery. Providing new treatment modalities, clinical trials and more, the center is a community leader in cancer care and works closely with the National Cancer Institute, the government agency that sets the standards for cancer treatment in the United States.
Rehabilitation Care	The rehabilitation unit provides individualized services for people recovering from a variety of injuries and conditions, including stroke, burns, spinal cord injury, amputation, major multiple trauma, hip fracture, joint replacement, brain injury and neurological disorders. A dedicated team of physiatrists, nurses and physical, occupational, speech and recreational therapists helps patients regain the strength, stamina and agility they need to live as independently as possible.

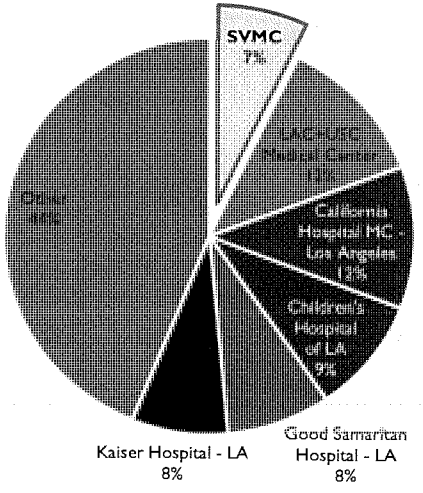
Source: VHS management

SVMC Market Overview

Market Map

	Affiliation	Beds	Distance (mi)
Primary Competition			
1 Adventist Health White Memorial	Adventist Health	310	4
2 CA Hospital Medical Center	Dignity Health	287	3
3 Cedars-Sinai Medical Center	Cedars-Sinai Health System	886	7
4 Glendale Memorial Hospital & Health Center	Dignity Health	255	6
5 Good Samaritan Hospital	Standalone	408	1
6 Hollywood Presbyterian Medical Center	CHA Health Systems	434	3
7 Keck Medical Center of USC	USC	401	6
8 LAC & USC Medical Center	LAC	600	5
9 Silver Lake Medical Center (Downtown)	Success Healthcare	87	1

Primary Service Area Market Share (Discharges)(1)



Source: VHS management, OSHPD

(1) 2016 data; includes following zip codes: 90004, 90005, 90006, 90007, 90010, 90011, 90012, 90013, 90014, 90015, 90017, 90018, 90019, 90020, 90026, 90029, 90057

SVMC Top 10 Product Lines and Physicians

Top 10 Product Lines by Cases

#	Product Line	Cases	% of Total	Net Rev.	% of Total
1	Cardiovascular Medicine	1,348	17%	$ 8.2	10%
2	Infectious Diseases	1,087	13%	15.4	19%
3	Gastrointestinal Medicine	1,072	13%	6.5	8%
4	Orthopedic Surgery	1,017	12%	15.8	20%
5	Pulmonary Medicine	925	11%	6.6	8%
6	Orthopedic Medicine	580	7%	5.9	7%
7	Neurological Medicine	570	7%	5.3	7%
8	Urology Medicine	569	7%	3.9	5%
9	General Surgery	524	6%	8.1	10%
10	Oncology Medicine	447	5%	4.1	5%
	Total	**8,139**	**100%**	**$ 79.7**	**100%**

Top 10 Physicians by Cases

#	Physician	Specialty	Cases	% of Total	Net Rev.	% of Total
1	Physician 1	Internal Med.	1,361	18%	$ 13.6	19%
2	Physician 2	Internal Med.	1,309	18%	6.2	9%
3	Physician 3	Family Med.	938	13%	6.8	10%
4	Physician 4	Internal Med.	834	11%	11.0	16%
5	Physician 5	Internal Med.	833	11%	7.7	11%
6	Physician 6	Internal Med.	527	7%	5.1	7%
7	Physician 7	Family Med.	523	7%	4.8	7%
8	Physician 8	Internal Med.	423	6%	3.0	4%
9	Physician 9	Internal Med.	380	5%	7.1	10%
10	Physician 10	Internal Med.	345	5%	4.7	7%
	Total		**7,473**	**100%**	**$ 69.9**	**100%**

Top 10 Product Lines by Gross Revenue

#	Product Line	Gross Rev.	% of Total	Net Rev.	% of Total
1	Infectious Diseases	$ 169.4	22%	$ 15.4	19%
2	Orthopedic Surgery	116.5	15%	15.8	20%
3	Cardiovascular Medicine	94.9	12%	8.2	10%
4	General Surgery	84.8	11%	8.1	10%
5	Pulmonary Medicine	76.0	10%	6.6	8%
6	Gastrointestinal Medicine	59.9	8%	6.5	8%
7	Cath / EP	48.6	6%	4.3	5%
8	Neurological Medicine	45.0	6%	5.3	7%
9	Orthopedic Medicine	40.6	5%	5.9	7%
10	Oncology Medicine	32.8	4%	4.1	5%
	Total	**$ 768.4**	**100%**	**$ 80.2**	**100%**

Top 10 Physicians by Gross Revenue

#	Physician	Specialty	Gross Rev.	% of Total	Net Rev.	% of Total
1	Physician 1	Internal Med.	$ 116.7	17%	$ 13.6	19%
2	Physician 2	Internal Med.	114.0	16%	6.2	9%
3	Physician 3	Internal Med.	88.7	13%	11.0	16%
4	Physician 4	Internal Med.	82.7	12%	7.7	11%
5	Physician 5	Family Med.	79.3	11%	6.8	10%
6	Physician 6	Family Med.	61.1	9%	4.8	7%
7	Physician 7	Internal Med.	44.9	6%	7.1	10%
8	Physician 8	Internal Med.	42.3	6%	5.1	7%
9	Physician 9	Internal Med.	40.0	6%	4.7	7%
10	Physician 10	Internal Med.	33.9	5%	3.0	4%
	Total		**$ 703.5**	**100%**	**$ 69.9**	**100%**

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Source: VHS management
Note: For the 12 months ended June 30, 2018

SVMC Employee and Physician Overview

Overview

- SVMC has 1,117 employees (944 FTEs) and 516 active physicians
  - > Approximately 69%, or 768 employees, are covered by CBAs
  - > CNA and SEIU have union representation of 468 and 300 members, respectively
- SVMC has 516 active physicians, with the three largest specialties of Internal Medicine, Radiology, and General Surgery

Breakdown of Salaries

($ in millions)

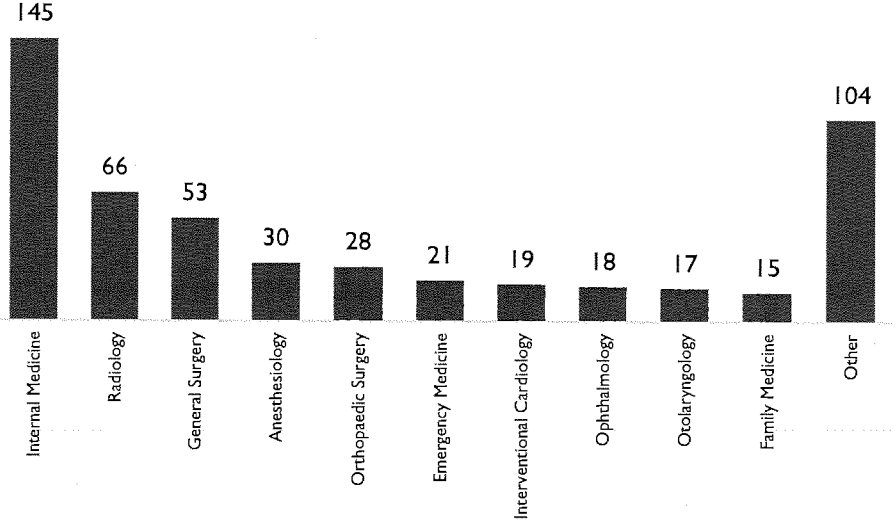
	2016	2017	2018
Registered Nurses	$ 33.3	$ 37.1	$ 40.7
Licensed Vocational Nurses	0.6	0.6	0.7
Non-physician Medical Practitioners	1.1	1.2	1.6
Technicians and Specialists	17.1	18.0	20.5
Management and Supervision	7.4	7.8	8.1
Clerical and Other Administrative	6.1	5.4	6.5
Environmental and Food Service	0.3	0.3	0.5
Other Salaries & Wages	2.2	2.2	2.4
Total	$ 68.0	$ 72.6	$ 81.0

Employee FTEs by Type (May 2018)

Employees	Total
Represented	
CNA	468
SEIU	300
Total Represented	**768**
Not Represented	**349**
Total Employees	**1,117**
Total FTEs	**944**

Summary of Active Physicians by Specialty

(n = 516)



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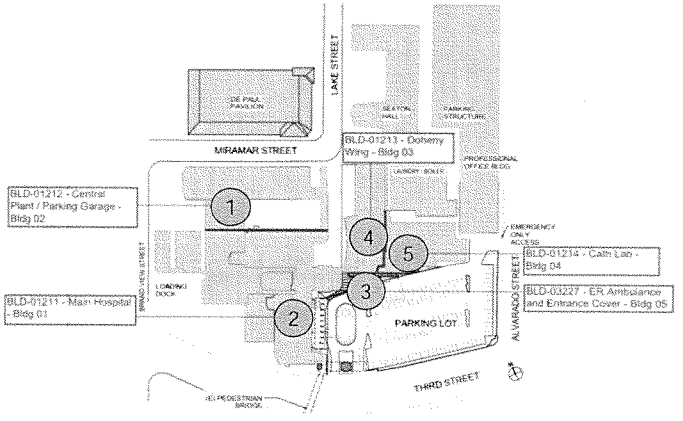
Source: VHS management
Note: Financial statistics are not adjusted; detailed quality of earnings analysis will be provided at a later date
(1) Includes provisional, courtesy, temporary and other medical staff

SVMC Seismic Compliance

Overview

- SVMC has one building that is SPC-2 compliant, which holds the central plant and parking garage
- An estimated $33M is required to bring the Main Hospital SPC-2 compliance
  - > Plan is to demolish Doheny Building and relocate catheterization lab and emergency department to main tower
  - > Construction will be funded by draws from 2017 PACE financing
    - – VHS has received an LOI for PACE funds, but it remains unexecuted
- All of SVMC's facilities are NPC-2 compliant and have been granted OSPHD SB499 NPC-3 extensions to 2030

Site Map



Seismic Compliance Summary

	Building	Year Built	SPC Rating	NPC Rating
1	Central Plant / Parking Garage	1969	2	2(1)
2	Main Hospital	1971	1	2(1)
3	ER Entrance Cover	2015	5s	4s
4	Doheny Building	1957	1	2(1)
5	Cath Lab	1998	5s	2(1)

2020 SPC-2 Compliance Requirements

Building	Main Tower & Doheny Building
Current SPC Rating	SPC-1
2020 SPC Requirement	SPC-2
Estimated Project Cost	$33 million
Funding Source	No executed funding source, but VHS has received an LOI for PACE financing

Compliant until 2020

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Source: VHS management
(1) OSHPD SB499 NPC-3 Extension granted to 1/1/2030

Aerial View of SVMC

Overview of SVMC Parcels

Description	Address	APN
SVMC Owned		
1 Hospital Campus	2131 W 3rd Street Los Angeles, CA 90057	5154-018-018
Mineral Rights*	1601 Otto Road Cheyenne, WY 82001	Well No. King Ranch 11-15H
Vacant land*	Salton Sea, California Property in Imperial County	--
Fractional Timeshare of a Condominium**	2600 Avenida Del Presidente San Clemente, CA 92672	898-066-66
Unit 25-Lot 10 of Block 572**	Rio Grande Estates, Unit 25 Valencia, NM	--
Verity Holdings Owned		
2 St. Vincent Professional Office Building	199 & 201 S. Alvarado Street Los Angeles 90057	5154-018-019
3 Mark Taper a/k/a MTTC Building	2200 W. 3rd St. Los Angeles, CA 90057	5154-034-006
4 Seton Hall Convent / Guest Lodge	262 & 272 S Lake Street Los Angeles, CA 90057	5154-018-021
5 Ocean View Pavilion	2222 Ocean View Avenue Los Angeles, CA 90057	5154-033-021
6 Vacant	143 S. Alvarado St. Los Angeles, CA 90057	5154-008-012
7 Vacant Land	171 S. Alvarado St. Los Angeles, CA 90057	5154-018-020

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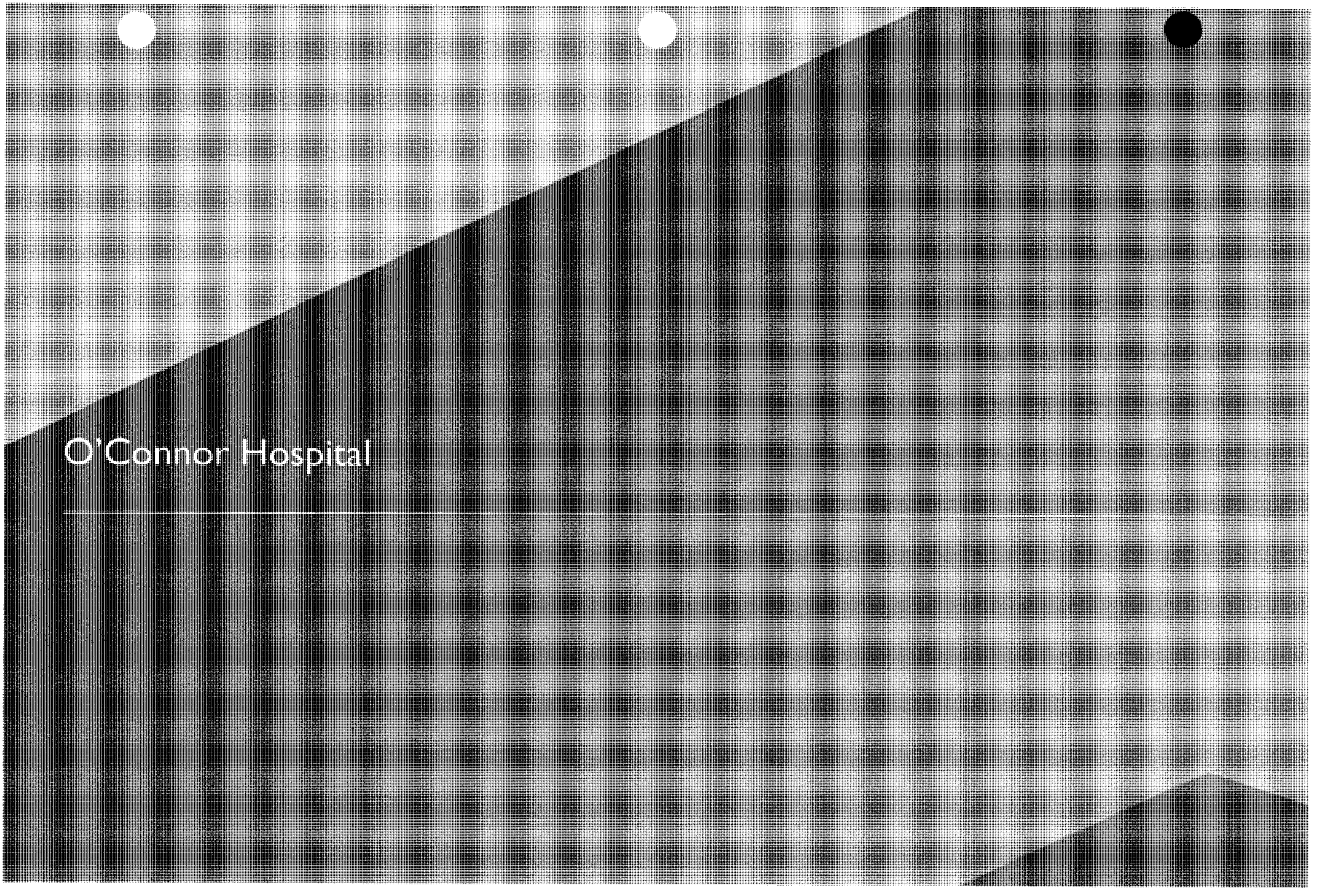
Source: VHS management
**Not pictured. Outside of photo area.*
*** Owned by SVMC Foundation*



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Overview of O'Connor Hospital

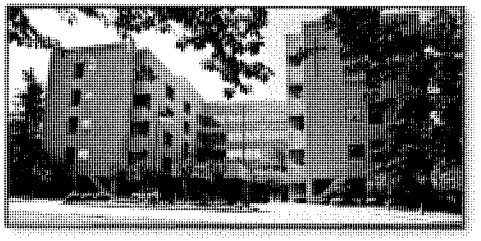
O'Connor Hospital

Overview

- Located at 2105 Forest Avenue in San Jose, CA
- Nationally recognized with a full range of inpatient and outpatient medical, surgical and specialty programs to over 1 million residents of San Jose
- Founded in 1889 as the first hospital in Santa Clara County
- Owns one MOB at 2101 Forest Ave and is a limited partner (75% equity stake) in another MOB at 455 O'Connor Drive in San Jose

Key Services:

- Cancer
- Cardiology and Cardiac Rehab
- Maternal Child Health Services
- Orthopedics and Joint Replacement
- Rehabilitation and Sports Therapy
- Spine Care and Pain Management
- Stroke Care
- Wound Care and Hyperbaric Medicine



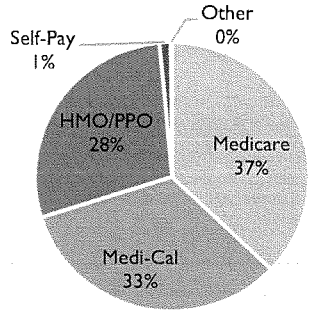
Summary Income Statement

($ in millions)

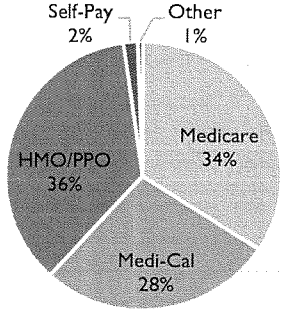
	FY 2016A	FY 2017A	LTM May-18
Patient Revenue	$ 216.3	$ 235.7	$ 246.3
Provider Fee Revenue	18.8	26.5	44.8
Other Revenue	10.4	5.7	6.4
Total Revenue	245.5	268.0	297.5
Salaries & Benefits	170.1	165.9	166.7
Supplies	38.0	40.7	42.2
Purchased Services and Other	60.3	69.7	70.1
Provider Fee Expense	15.9	13.5	22.3
Total Expenses	284.3	289.9	301.3
EBIDAM	(38.8)	(21.9)	(3.9)
EBIDAM Adjustments			
Corporate Allocation	23.3	35.6	33.6
Adj. EBIDAM	$ (15.5)	$ 13.7	$ 29.7

Payor Mix (LTM May-18)

Patient Days



Gross Patient Revenue



Operating Statistics

	FY 2016A	FY 2017A	LTM May-18
Staffed Beds	357	357	357
Licensed Beds	358	358	358
Total Discharges	9,585	9,652	9,505
Total Patient Days	44,385	44,282	45,306
Outpatient Visits	137,855	126,595	121,292
ALOS	4.6	4.6	4.8
IP Surgeries	1,964	1,897	1,956
OP Surgeries	2,371	2,544	2,393
Average Daily Census	121	121	124
Case Mix Index (CMI)	1.39	1.42	1.48
Average FTEs	1,060	1,020	1,002

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Source: VHS management, company financials
Note: Financial statistics are not adjusted; detailed quality of earnings analysis will be provided at a later date

OCH Select Operating Statistics

Discharges and Average Daily Census by Type

	FY 2016A	FY 2017A	LTM May-18
Discharges			
General Acute	9,565	9,615	9,474
Psychiatric Acute	-	-	-
SNF	-	-	-
Rehab	-	-	-
SNF Custodial Care	-	-	-
SNF Neurocare Unit	-	-	-
Subacute	20	37	31
Other	-	-	-
Total Discharges	**9,585**	**9,652**	**9,505**
Average Daily Census			
General Acute	99	100	101
Psychiatric Acute	-	-	-
SNF	-	-	-
Rehab	-	-	-
Neurocare	-	-	-
SubAcute	22	22	23
Total ADC	**121**	**121**	**124**

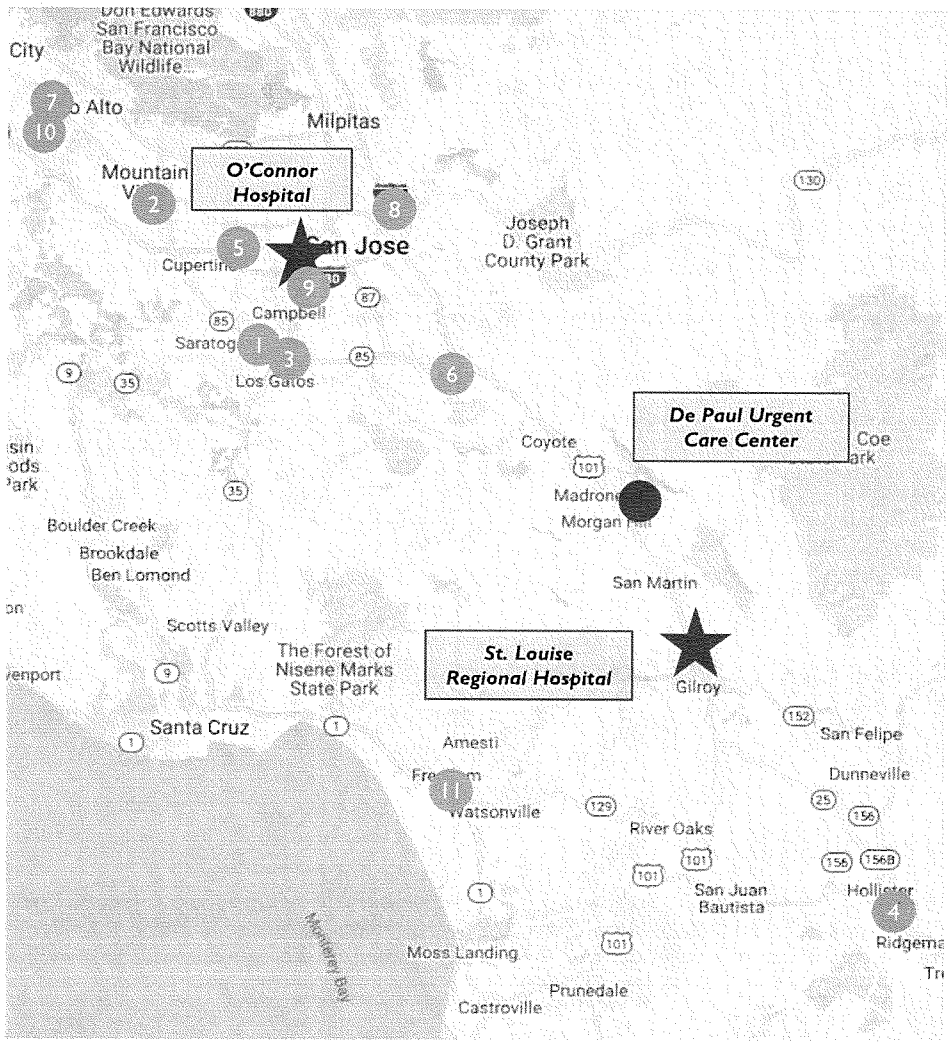
Other Operating Statistics

	FY 2016A	FY 2017A	LTM May-18
Other Operating Statistics			
Admissions	9,587	9,634	9,499
Adjusted Admissions	15,053	14,807	14,703
Patient Days	44,385	44,282	45,306
Adjusted Patient Days	69,690	68,059	70,126
Adjusted Average Daily Census	190	186	192
Average Length of Stay	4.6	4.6	4.8
Acute Case Mix Index	1.5	1.4	1.6
IP Surgeries	1,964	1,897	1,956
OP Surgeries	2,371	2,544	2,393
Deliveries	2,257	2,126	1,715
ER Admits	5,791	6,027	6,356
ER Visits	53,333	52,114	52,317
ER Conversion %	10.9%	11.6%	12.1%
General Acute Admits	9,565	9,599	9,467
Direct Admissions	3,796	3,607	3,143
Direct Admissions % of Total	39.6%	37.4%	33.1%
Outpatient Visits (Non ER)	90,313	80,508	75,331
Outpatient Visits	137,855	126,595	121,292

Source: VHS management

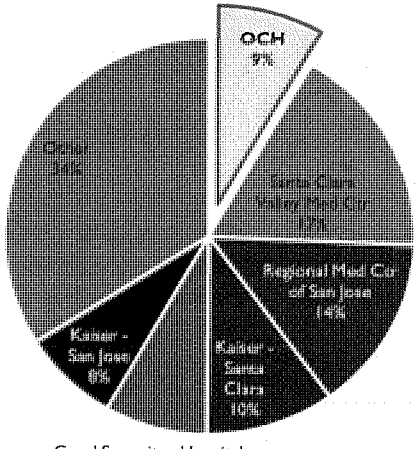
OCH Market Overview (Santa Clara County)

Market Map



		Affiliation	Beds	Distance (mi)[1]
Primary Competition				
1	El Camino Hospital - Los Gatos	El Camino Hospital System	143	7
2	El Camino Hospital - Mountain View	El Camino Hospital System	275	11
3	Good Samaritan Hospital	HCA Healthcare	377	8
4	Hazel Hawkins Memorial Hospital	Standalone	62	53
5	Kaiser – Santa Clara	Kaiser Permanente	327	4
6	Kaiser – San Jose	Kaiser Permanente	242	13
7	Stanford Children's	Stanford	302	20
8	Regional Medical Center of San Jose	HCA Healthcare	249	8
9	Santa Clara Valley Medical Center	Standalone	524	1
10	Stanford Hospital	Stanford	583	21
11	Watsonville Community Hospital	Quorum	106	45

Primary Service Area Market Share (Discharges)[2]



Good Samaritan Hospital
8%

Source: VHS management, OSHPD

(1) Distance is from OCH

(2) 2016 data; includes following zip codes: 95008, 95035, 95050, 95051, 95110, 95111, 95112, 95113, 95116, 95117, 95118, 95121, 95122, 95123, 95124, 95125, 95126, 95127, 95128, 95129, 95131, 95132, 95133, 95136

OCH Overview of Owned MOBs

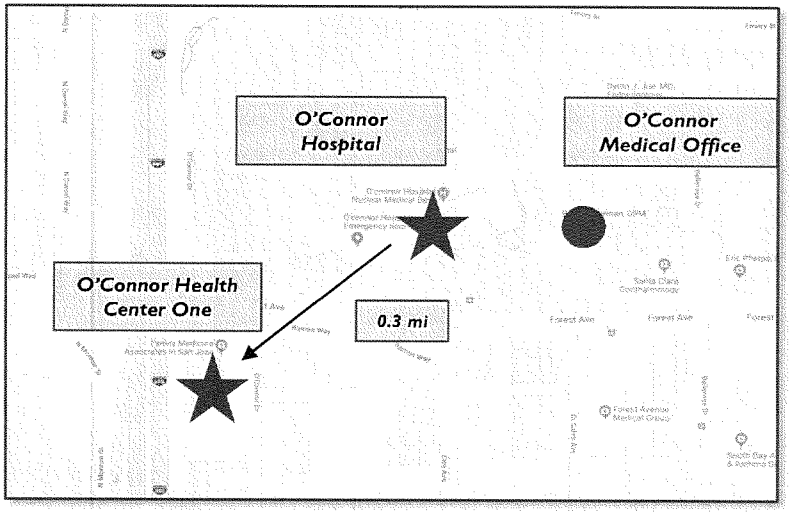
Property	Address	APN	Sq. Ft	Notes
Owned MOBs				
O'Connor Health Center I	455 O'Connor Drive San Jose, CA 95128	N/A	50,697 RSF	JV with Toeniskoetter Development; OCH is limited partner with 75% equity share
O'Connor MOB	2101 Forest Ave, San Jose, CA 95128	N/A	38,661 RSF	Partially vacant, leased to private physicians and used for hospital operations

Source: VHS management

O'Connor Health Center One

Property Overview

Property Address	455 O'Connor Drive San Jose, CA
Age	Built in 1998
Total Land Area	1.33 acres
Occupancy *(as of May 2018)* Total RSF: Total Occupied: VHS and Affiliates: 3rd Party:	 50,697 SF 49,226 SF (97% of total SF) 16,141 SF (33% of total occupancy) 33,085 SF (67% of total occupancy)
Weighted Avg. Lease Term	4.4 years
Weighted Avg. Rent / SF	$30.04 NNN
# of Floors	3 floors
Parking	Dedicated subterranean parking and surface parking
VHS Operations In Property	VHS, VMF and OCH have leases in the property that total 33% of occupancy.
Other	The property is 97% leased on NNN basis to VHS and its affiliates, private physicians, pharmacy and other healthcare tenants. The property is a joint venture between O'Connor Hospital and Toeniskoetter & Breeding, Inc. OCH is a general partner with 75% equity. T&B has the right of first refusal on the sale of OCH's interest.



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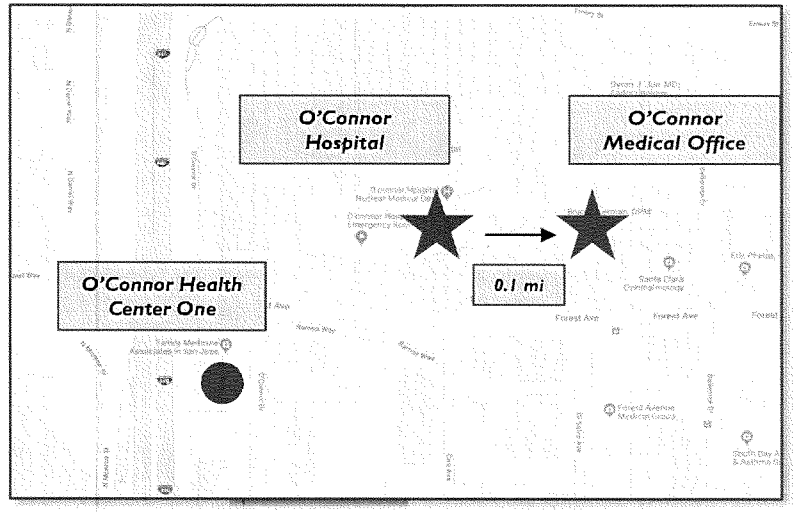
Source: VHS management

O'Connor Medical Office Building

Property Overview

Property Address	2101 Forest Ave San Jose, CA
Age	Built in 1960
Total Land Area	--
Occupancy *(as of July 2018)* Total RSF: Total Occupied Physician Practices: Vacant:	 38,661 SF 23,812 SF (62% of total SF) 23,812 SF (62% of total SF) 14,849 SF (38% of total SF)
Weighted Avg. Lease Term	0.25 years (lease expires 9/30/18)
Weighted Avg. Rent / SF	$24.00
# of Floors / Elevators	2 floors / 1 elevator
Parking	4 spaces / 1,000 USF
VHS Operations In Property	None
Other	The property is a two story medical office building located on campus at O'Connor Hospital. It is on the same parcel as the hospital.



Source: VHS management

OCH Top 10 Product Lines and Physicians

Top 10 Product Lines by Cases

#	Product Line	Cases	% of Total	Net Rev.	% of Total
1	Obstetrics - Delivered	1,622	20%	$ 11.0	14%
2	Normal Newborns	1,350	17%	0.8	1%
3	Infectious Diseases	1,018	13%	20.5	25%
4	Cardiovascular Medicine	830	10%	7.3	9%
5	Gastrointestinal Medicine	786	10%	6.8	8%
6	Pulmonary Medicine	686	9%	7.8	10%
7	Orthopedic Surgery	638	8%	11.9	15%
8	General Surgery	415	5%	8.2	10%
9	Neurological Medicine	353	4%	4.0	5%
10	Neonatal	350	4%	3.1	4%
	Total	**8,048**	**100%**	**$ 81.2**	**100%**

Top 10 Physicians by Cases

#	Physician	Specialty	Cases	% of Total	Net Rev.	% of Total
1	Physician 1	Family Med.	487	13%	$ 3.0	7%
2	Physician 2	Ortho	470	13%	6.2	14%
3	Physician 3	Internal Med.	443	12%	6.2	14%
4	Physician 4	Internal Med.	414	11%	6.9	16%
5	Physician 5	Internal Med.	410	11%	5.4	12%
6	Physician 6	OBGYN	371	10%	2.1	5%
7	Physician 7	Internal Med.	368	10%	5.1	12%
8	Physician 8	Internal Med.	302	8%	4.3	10%
9	Physician 9	Pediatrics	225	6%	0.3	1%
10	Physician 10	Internal Med.	221	6%	3.7	9%
	Total		**3,711**	**100%**	**$ 43.2**	**100%**

Top 10 Product Lines by Gross Revenue

#	Product Line	Gross Rev.	% of Total	Net Rev.	% of Total
1	Infectious Diseases	$ 137.1	21%	$ 20.5	23%
2	Pulmonary Medicine	86.8	13%	7.8	9%
3	Orthopedic Surgery	81.4	13%	11.9	13%
4	Obstetrics - Delivered	61.6	10%	11.0	12%
5	General Surgery	59.9	9%	8.2	9%
6	Cardiovascular Medicine	59.2	9%	7.3	8%
7	Gastrointestinal Medicine	48.9	8%	6.8	8%
8	Cath / EP	43.6	7%	6.4	7%
9	Spinal Fusion Surgery	33.1	5%	4.7	5%
10	Neurological Medicine	33.0	5%	4.0	5%
	Total	**$ 644.8**	**100%**	**$ 88.4**	**100%**

Top 10 Physicians by Gross Revenue

#	Physician	Specialty	Gross Rev.	% of Total	Net Rev.	% of Total
1	Physician 1	Internal Med.	$ 62.4	17%	$ 4.2	9%
2	Physician 2	Internal Med.	44.8	12%	6.9	14%
3	Physician 3	Internal Med.	43.4	12%	6.2	13%
4	Physician 4	Internal Med.	43.2	12%	6.2	13%
5	Physician 5	Internal Med.	37.9	10%	5.1	11%
6	Physician 6	Internal Med.	37.0	10%	5.4	11%
7	Physician 7	Internal Med.	33.9	9%	4.3	9%
8	Physician 8	Internal Med.	24.1	7%	3.7	8%
9	Physician 9	Family Med.	22.0	6%	3.0	6%
10	Physician 10	Internal Med.	22.0	6%	3.1	6%
	Total		**$ 370.7**	**100%**	**$ 48.0**	**100%**

Verity Health
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CAIN BROTHERS
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Source: VHS management
Note: For the 12 months ended June 30, 2018

OCH Employee and Physician Overview

Overview

- OCH has 1,399 employees (981 FTEs) and 600 active physicians
  - > Approximately 82%, or 1,148 employees, are covered by CBAs
    - – CNA has the largest union representation, with 544 members
    - – SEIU has representation of 524 members
- OCH has 600 active physicians, with the three largest specialties of Internal Medicine, Radiology and Pediatrics

Breakdown of Salaries

($ in millions)

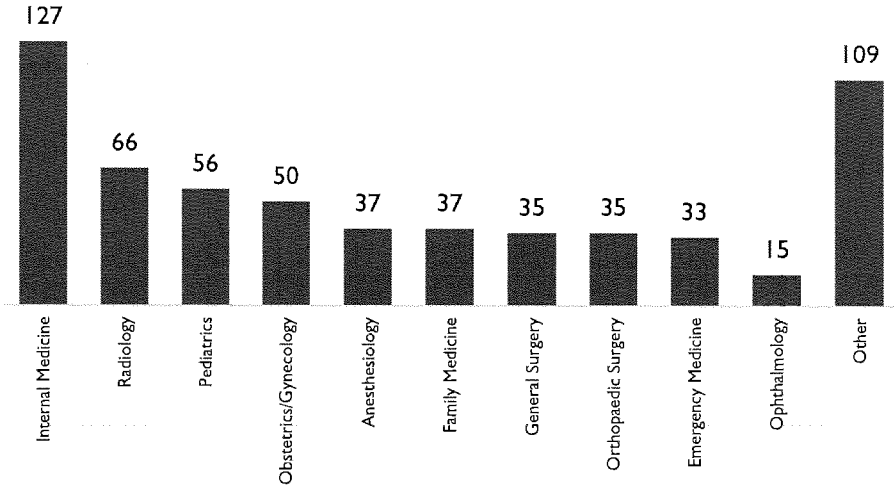
	2016	2017	2018
Registered Nurses	$ 44.6	$ 47.4	$ 52.0
Licensed Vocational Nurses	1.0	1.0	1.0
Non-physician Medical Practitioners	-	-	-
Technicians and Specialists	22.7	22.1	22.8
Management and Supervision	9.8	9.0	9.9
Clerical and Other Administrative	5.4	5.1	5.8
Environmental and Food Service	5.3	5.8	5.8
Other Salaries & Wages	7.2	7.8	6.8
Total	$ 95.9	$ 98.2	$ 104.0

Employee FTEs by Type (May 2018)

Employees	Total
Represented	
CNA	544
SEIU	524
Eng. & Sci. of CA, Local 20	50
Local 39, Stationary Eng.	16
CLVNA	14
Total Represented	**1,148**
Not Represented	**251**
Total Employees	**1,399**
Total FTEs	**981**

Summary of Active Physicians by Specialty

(n = 600)



Verity Health
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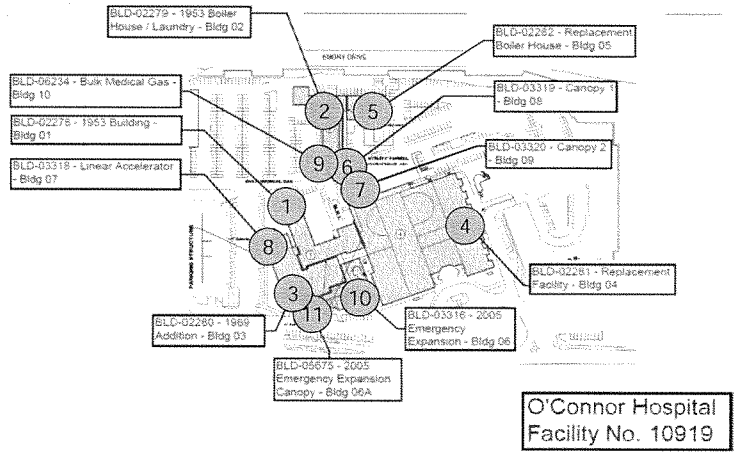
Source: VHS management
Note: Financial statistics are not adjusted; detailed quality of earnings analysis will be provided at a later date
(1) Includes provisional, courtesy, temporary and other medical staff

OCH Seismic Compliance

Overview

- OCH's Boiler House / Laundry building and 1953 Building are rated SPC-1 and will require renovation or closure prior to 2020
- Current plan is to demolish the SPC-1 buildings, re-route utilities and build a new administrative building
  - > Estimated to cost ~$18M to complete project
- The remainder of OCH's facilities are compliant until 2030, with all but one rated SPC-3 or higher
- All of OCH's facilities are at least NPC-2 compliant

Site Map



Seismic Compliance Summary

	Building	Year Built	SPC Rating	NPC Rating
1	1953 Building	1953	1	2
2	1953 Boiler/Laundry	1953	1	2
3	1969 Addition	1969	2	2
4	Replacement Facility	1983	4	2(1)
5	Replacement Boiler House	1983	4s	2(1)
6	Canopy 1	1983	3	2(1)
7	Canopy 2	1983	3	2(1)
8	Linear Accelerator	1985	4	2
9	Bulk Medical Gas	2001	N/A	2
10	2005 Emergency Expansion	2007	5	4
11	2005 Emergency Expansion Canopy	2007	5	4

2020 SPC-2 Compliance Requirements

Building	1953 Building and 1953 Boiler House / Laundry Building
Current SPC Rating	SPC-1
2020 SPC Requirement	SPC-2
Estimated Project Cost	$18 million
Funding Source	No executed funding source, but VHS has received an LOI for PACE financing

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Compliant until 2020

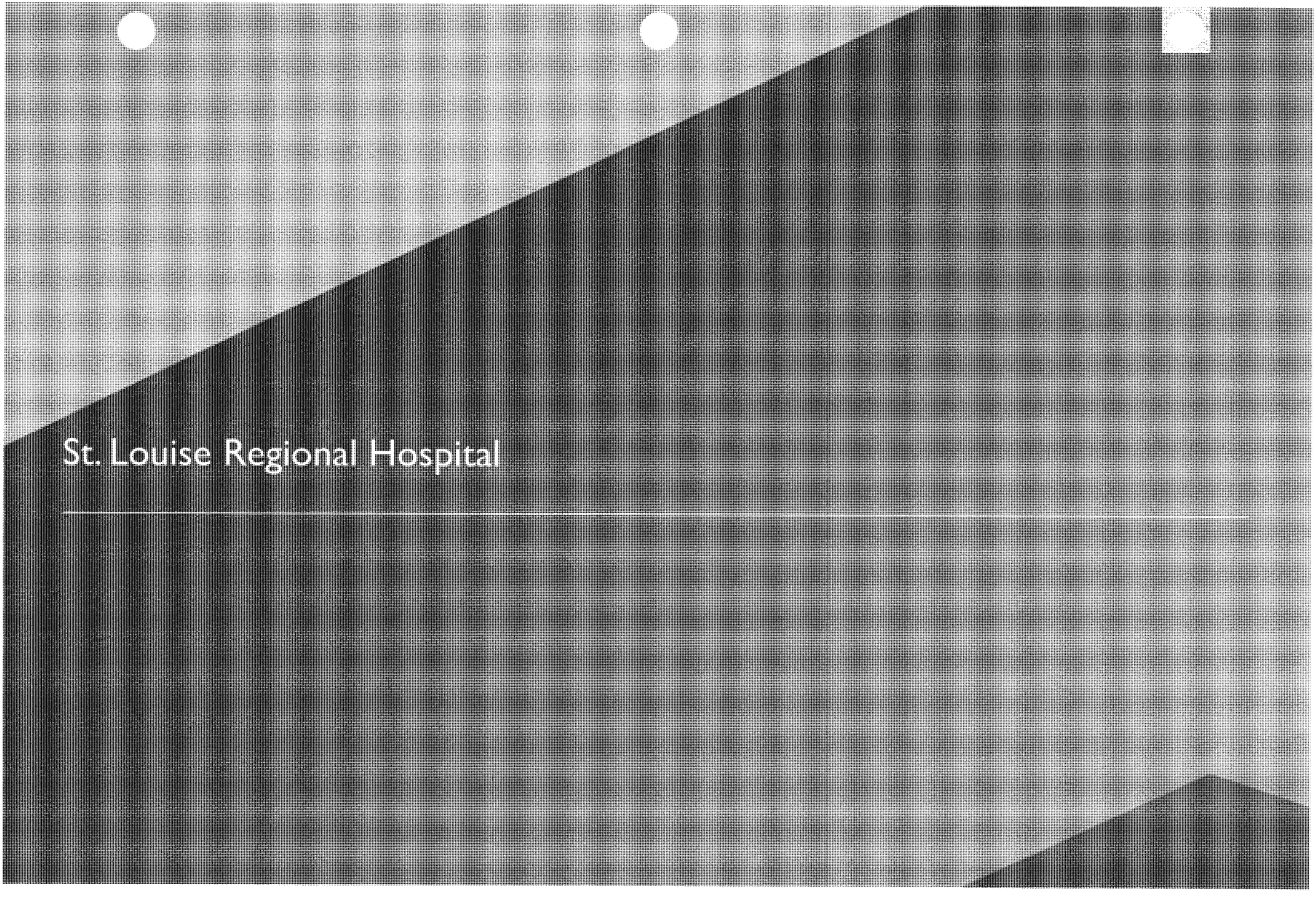
Source: VHS management
(1) OSHPD SB499 NPC-3 Extension granted to 1/1/2030

Aerial View of OCH

Overview of OCH Parcels

Description	Address	APNs
OCH Owned		
(1) Hospital Campus	2105 Forest AveSan Jose, CA 95128	274-40-081 274-40-082 274-40-085

Source: VHS management



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Overview of St. Louise Regional Hospital

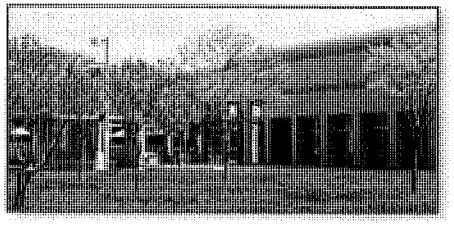
St. Louise Regional Hospital

Overview

- Located at 9400 No Name Uno in Gilroy, CA
- Offers wide range of inpatient and outpatient medical specialties, including 24/7 emergency department and a CALSTAR 2 emergency helicopter
- Has served residents of south Santa Clara since founding in 1989
- De Paul Health Center in Morgan Hill offers urgent care, breast care and imaging (included in financials and operating statistics; real estate owned by Verity Holdings, LLC and leased to SLRH)

Key Services:

- Maternal-Child Health Services
- Emergency Services
- Orthopedic and Sports Medicine
- Women's Health/Breast Care
- Primary Stroke Center
- Pulmonary Rehab
- Urgent Care
- Imaging
- Surgery and Specialty Procedures
- Wound Care and Hyberbarics



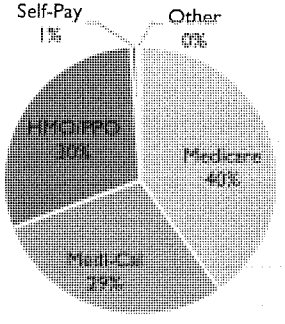
Summary Income Statement

($ in millions)

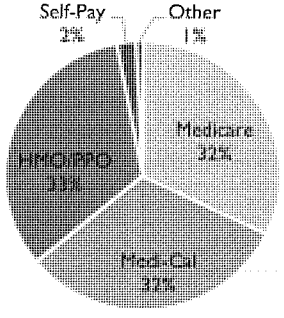
	FY 2016A	FY 2017A	LTM May-18
Patient Revenue	$ 74.2	$ 75.5	$ 81.8
Provider Fee Revenue	6.3	9.8	14.1
Other Revenue	0.4	(0.1)	0.4
Total Revenue	81.0	85.2	96.3
Salaries & Benefits	55.2	51.1	55.3
Supplies	7.5	6.5	7.7
Purchased Services and Other	20.3	23.0	21.8
Provider Fee Expense	4.0	3.4	5.6
Total Expenses	87.0	84.0	90.3
EBIDAM	(6.0)	1.2	6.0
EBIDAM Adjustments			
Corporate Allocation	7.2	11.9	10.0
Adj. EBIDAM	$ 1.2	$ 13.1	$ 16.0

Payor Mix (LTM May-18)

Patient Days



Gross Patient Revenue



Operating Statistics

	FY 2016A	FY 2017A	LTM May-18
Staffed Beds	72	72	72
Licensed Beds	93	93	93
Total Discharges	2,607	2,703	3,017
Total Patient Days	9,553	9,280	10,785
Outpatient Visits	52,642	52,601	51,057
ALOS	3.6	3.4	3.6
IP Surgeries	858	684	743
OP Surgeries	1,515	2,088	1,566
Average Daily Census	26	25	30
Case Mix Index (CMI)	1.25	1.18	1.17
Average FTEs	343	314	323

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CAIN BROTHERS
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Source: VHS management, company financials
Note: Financial statistics are not adjusted; detailed quality of earnings analysis will be provided at a later date

SLRH Select Operating Statistics

Discharges and Average Daily Census by Type

	FY 2016A	FY 2017A	LTM May-18
Discharges			
General Acute	2,607	2,703	3,017
Psychiatric Acute	-	-	-
SNF	-	-	-
Rehab	-	-	-
SNF Custodial Care	-	-	-
SNF Neurocare Unit	-	-	-
Subacute	-	-	-
Other	-	-	-
Total Discharges	**2,607**	**2,703**	**3,017**
Average Daily Census			
General Acute	26	25	30
Psychiatric Acute	-	-	-
SNF	-	-	-
Rehab	-	-	-
Neurocare	-	-	-
SubAcute	-	-	-
Total ADC	**26**	**25**	**30**

Other Operating Statistics

	FY 2016A	FY 2017A	LTM May-18
Other Operating Statistics			
Admissions	2,621	2,691	3,027
Adjusted Admissions	5,432	5,664	6,018
Patient Days	9,553	9,280	10,785
Adjusted Patient Days	19,797	19,532	21,441
Adjusted Average Daily Census	54	54	59
Average Length of Stay	3.6	3.4	3.6
Acute Case Mix Index	1.3	1.2	1.2
IP Surgeries	858	684	743
OP Surgeries	1,515	2,088	1,566
Deliveries	327	339	339
ER Admits	2,032	2,169	2,532
ER Visits	27,506	28,600	29,493
ER Conversion %	7.4%	7.6%	8.6%
General Acute Admits	2,621	2,691	3,027
Direct Admissions	589	522	495
Direct Admissions % of Total	22.5%	19.4%	16.4%
Outpatient Visits (Non ER)	27,168	26,170	24,096
Outpatient Visits	52,642	52,601	51,057

Source: VHS management

SLRH Service Highlights

Center / Services	Description
Maternal Child Health Services	Birthing facility features advanced technology in a warm and welcoming environment for expectant moms, babies and families - including futon-like beds for birthing partners. Board certified physicians and highly qualified nurses are available to assist with any need throughout pregnancy and delivery. Special services include free childbirth preparation, prenatal yoga classes and breastfeeding support.
Emergency Care	Nationally accredited as a Primary Stroke Center, SLRH's Emergency Department provides expert emergency care to patients 24/7. Its physicians are board certified and graduates from the top medical schools in the country. For critically ill and trauma patients, a CALSTAR 2 helicopter is available on the campus.
Orthopedic and Sports Medicine	Specializing in sports medicine and joint replacement, SLRH offers all-inclusive care for a range of orthopedic conditions, including strains and tears, fractures and dislocations, degenerative disc disease and more. Its program is staffed by leading physicians and physical therapists who work together to develop customized plans to get patients better as quickly as possible. Services include pain management, minimally invasive procedures and advanced surgical options.
Women's Health	SLRH's Breast Care Centers in Gilroy and Morgan Hill provide both screening and diagnostic mammography using new Siemens digital mammography technology in private, comfortable settings. In addition, it offers breast ultrasound, stereotactic, and ultrasound guided needle biopsies, giving patients a less invasive alternative to a surgical biopsy.
Stroke Care	In 2010, St. Louise Regional Hospital was the first hospital in the South Bay Area to achieve Joint Commission certification as a Primary Stroke Center. Its team includes over 40 board certified, emergency neurologists from large, state-of-the-art teaching hospitals to evaluate stroke patients in real time. This nationally accredited, life-saving program provides 24-hour coverage and represents a significant enhancement of care when every second counts to prevent disability or death.
Pulmonary Rehabilitation	SLRH offers outpatient rehabilitation and support to help patients with asthma, chronic obstructive pulmonary disease and other respiratory conditions breathe better and improve their overall health and strength. Led by a team of specially trained medical professionals, the program helps educate patients about their particular condition and provides them with skills to manage their symptoms.
Surgical Care	SLRH's highly skilled surgeons who are trained in abdominal, rectal, breast, head, neck, urological, and trauma surgeries, perform inpatient and outpatient surgeries seven days a week in modern operating suites, and are available for emergencies as needed. Employing the latest technologies, SLRH handles a wide variety of surgical needs, ranging from minimally invasive techniques to advanced procedures. SLRH specializes in the innovative bladder control therapy delivered by the InterStim® System, as well as Balloon Sinuplasty™ for acute sinusitis.

Source: VHS management

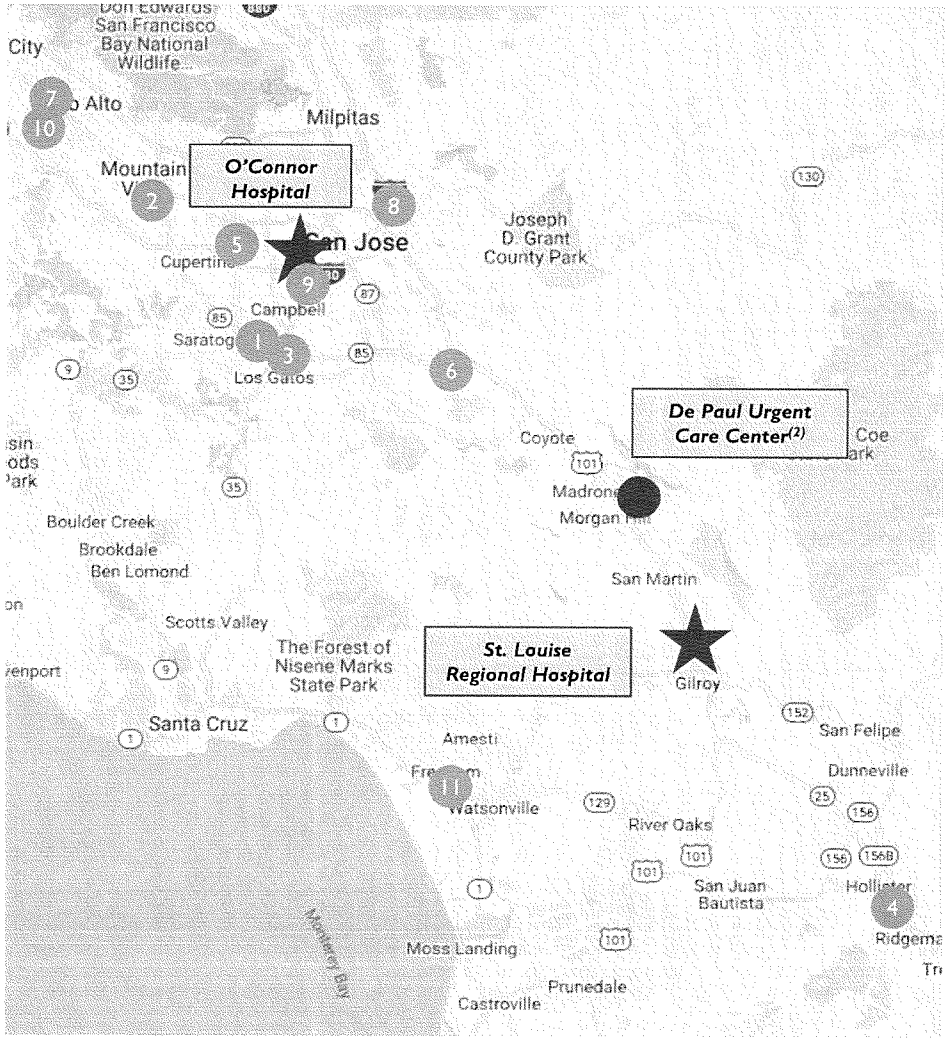
SLRH Service Highlights (cont'd)

Center / Services	Description
Urgent Care	Offering a convenient alternative to the typical emergency department for common ailments such as fever or the flu, SLRH's De Paul Urgent Care Center, located in Morgan Hill is open seven days a week, including evening and weekend hours. Staffed by Emergency Department trained physicians and a team of medical professionals, the center also has onsite radiology and laboratory services. Short wait times with no appointments needed.
Wound Care and Hyperbaric Medicine	SLRH provides specialized, comprehensive treatment for all types of chronic, non-healing wounds at the Wound Care Center. Its interdisciplinary team of physicians, nurses and other staff offer a variety of integrated medical and surgical services to ensure rapid and effective healing, from debridement and bio-engineered skin grafts to state-of-the-art compression and hyperbaric oxygen therapies.

Source: VHS management

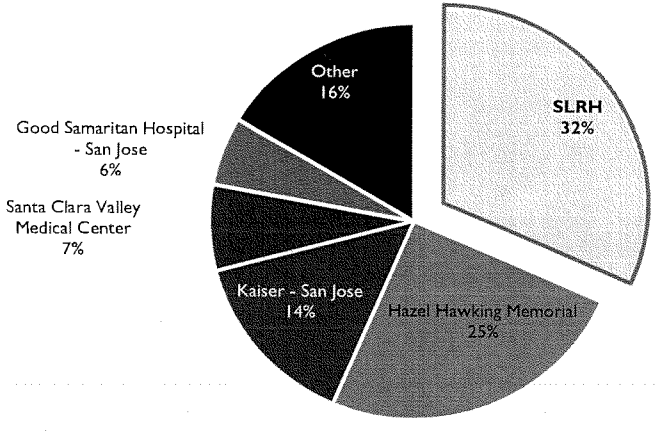
SLRH Market Overview (Santa Clara County)

Market Map



		Affiliation	Beds	Distance (mi)(1)
Primary Competition				
1	El Camino Hospital - Los Gatos	El Camino Hospital System	143	35
2	El Camino Hospital - Mountain View	El Camino Hospital System	275	42
3	Good Samaritan Hospital	HCA Healthcare	377	32
4	Hazel Hawkins Memorial Hospital	Standalone	62	21
5	Kaiser – Santa Clara	Kaiser Permanente	327	37
6	Kaiser - San Jose	Kaiser Permanente	242	21
7	Stanford Children's	Stanford	302	50
8	Regional Medical Center of San Jose	HCA Healthcare	249	32
9	Santa Clara Valley Medical Center	Standalone	524	38
10	Stanford Hospital	Stanford	583	50
11	Watsonville Community Hospital	Quorum	106	28

Primary Service Area Market Share (Discharges)(3)



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Source: VHS management
(1) Distance is measured from O'Connor
(2) Owned by Verity Holdings, Inc.
(3) 2016 data; includes following zip codes: 95020, 95021, 95023, 95024, 95037, 95038, 95045, 95046

SLRH Top 10 Product Lines and Physicians

Top 10 Product Lines by Cases

#	Product Line	Cases	% of Total	Net Rev.	% of Total
1	Gastrointestinal Medicine	361	14%	$ 2.9	11%
2	Cardiovascular Medicine	348	13%	2.7	10%
3	Pulmonary Medicine	347	13%	4.1	16%
4	Obstetrics - Delivered	345	13%	2.2	8%
5	Infectious Diseases	326	12%	7.4	28%
6	Normal Newborns	302	12%	0.2	1%
7	General Surgery	198	8%	3.9	15%
8	Neurological Medicine	150	6%	1.4	5%
9	Endocrinology Medicine	127	5%	0.8	3%
10	Urology Medicine	121	5%	0.9	3%
	Total	**2,625**	**100%**	**$ 26.4**	**100%**

Top 10 Physicians by Cases

#	Physician	Specialty	Cases	% of Total	Net Rev.	% of Total
1	Physician 1	Anesthesiology	557	21%	$ 5.8	22%
2	Physician 2	Family Med.	539	20%	5.8	22%
3	Physician 3	Internal Med.	352	13%	5.7	22%
4	Physician 4	Internal Med.	322	12%	3.2	12%
5	Physician 5	Pediatrics	178	7%	0.2	1%
6	Physician 6	Internal Med.	165	6%	2.0	8%
7	Physician 7	OBGYN	164	6%	1.0	4%
8	Physician 8	Pediatrics	149	6%	0.1	1%
9	Physician 9	OBGYN	145	5%	0.9	4%
10	Physician 10	Internal Med.	86	3%	1.1	4%
	Total		**2,657**	**100%**	**$ 25.9**	**100%**

Top 10 Product Lines by Gross Revenue

#	Product Line	Gross Rev.	% of Total	Net Rev.	% of Total
1	Infectious Diseases	$ 52.4	26%	$ 7.4	26%
2	Pulmonary Medicine	30.4	15%	4.1	15%
3	Cardiovascular Medicine	25.1	12%	2.7	9%
4	General Surgery	24.7	12%	3.9	14%
5	Gastrointestinal Medicine	22.3	11%	2.9	10%
6	Orthopedic Surgery	14.8	7%	2.1	7%
7	Neurological Medicine	11.9	6%	1.4	5%
8	Obstetrics - Delivered	10.2	5%	2.2	8%
9	Endocrinology Medicine	7.0	3%	0.8	3%
10	Urology Medicine	6.1	3%	0.9	3%
	Total	**$ 204.8**	**100%**	**$ 28.3**	**100%**

Top 10 Physicians by Gross Revenue

#	Physician	Specialty	Gross Rev.	% of Total	Net Rev.	% of Total
1	Physician 1	Internal Med.	$ 47.8	24%	$ 5.7	21%
2	Physician 2	Anesthesiology	45.8	23%	5.8	22%
3	Physician 3	Family Med.	39.7	20%	5.8	22%
4	Physician 4	Internal Med.	24.7	12%	3.2	12%
5	Physician 5	Internal Med.	12.0	6%	2.0	7%
6	Physician 6	Internal Med.	8.8	4%	1.1	4%
7	Physician 7	Internal Med.	6.2	3%	0.6	2%
8	Physician 8	General Surg.	6.0	3%	0.9	3%
9	Physician 9	Internal Med.	5.7	3%	0.6	2%
10	Physician 10	OBGYN	5.0	2%	1.0	4%
	Total		**$ 201.7**	**100%**	**$ 26.8**	**100%**

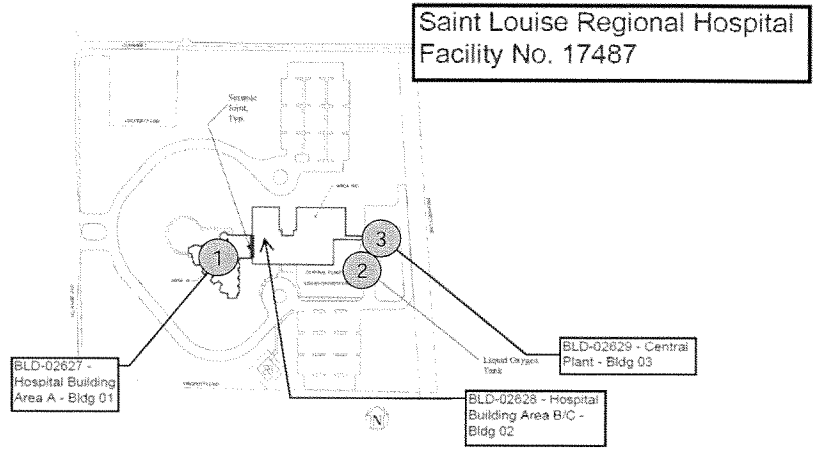
Source: VHS management
Note: For the 12 months ended June 30, 2018

SLRH Seismic Compliance

Overview

- All of SLRH's facilities are SPC-3 compliant and NPC-3 compliant
- All buildings were constructed in 1994 and are in good condition

Site Map



Seismic Compliance Summary

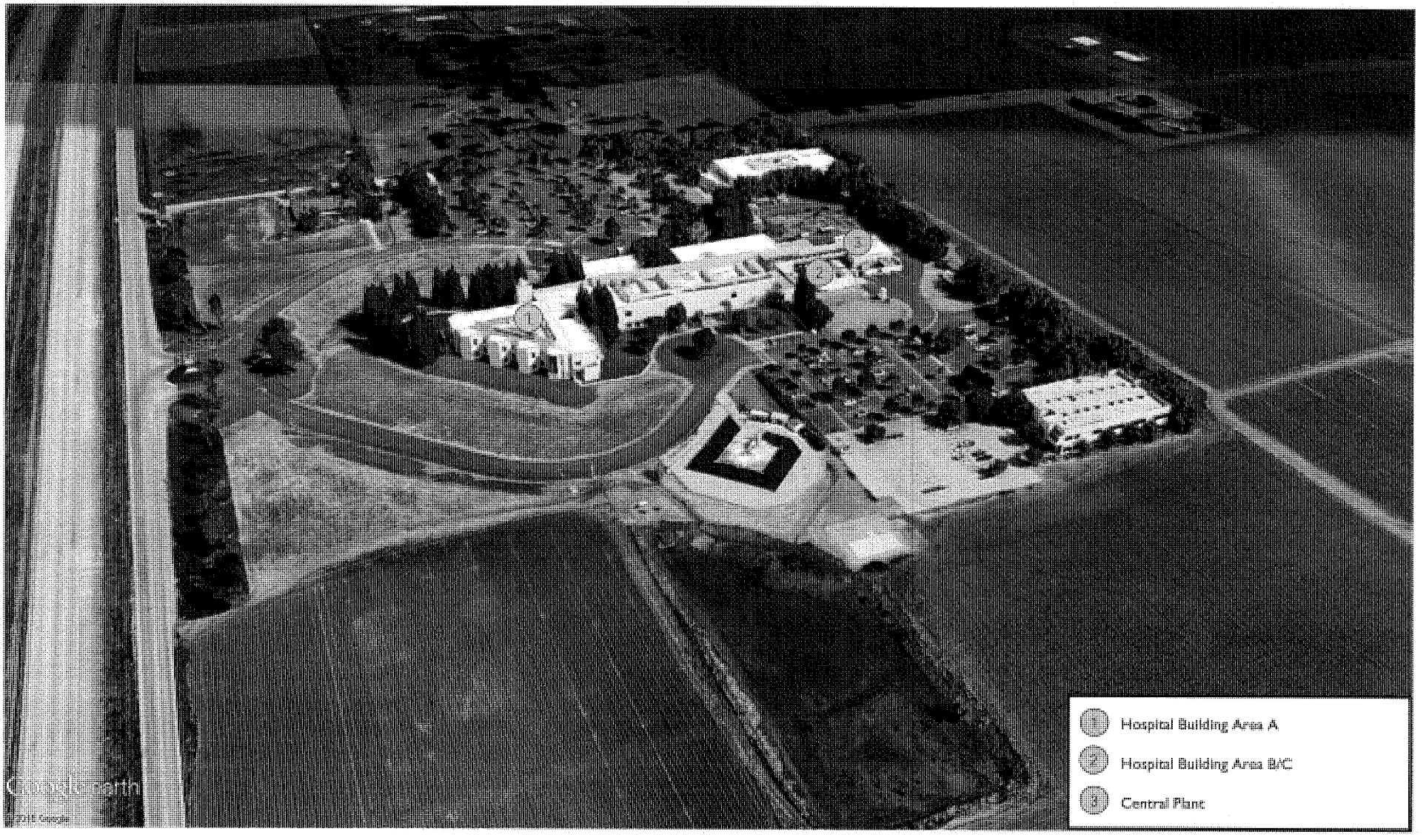
	Building	Year Built	SPC Rating	NPC Rating
1	Hospital Building Area A	1993	3	3
2	Hospital Building Area B/C	2000	3	3
3	Central Plant	1940	3	3

2020 SPC-2 Compliance Requirements

- N/A

Source: VHS management

Aerial View of SLRH



Overview of SLRH Parcels

Description	Address	APN
SLRH Owned		
(1) Hospital Campus	9400 No Name Uno Gilroy, CA 95020	835-05-032
Verity Holdings Owned		
Medical Office Building*	18550 Depaul Drive Morgan Hill, CA 95037	728-31-013
Previous Hospital Facility (Vacant)*	18550 Depaul Drive Morgan Hill, CA 95037	728-31-013

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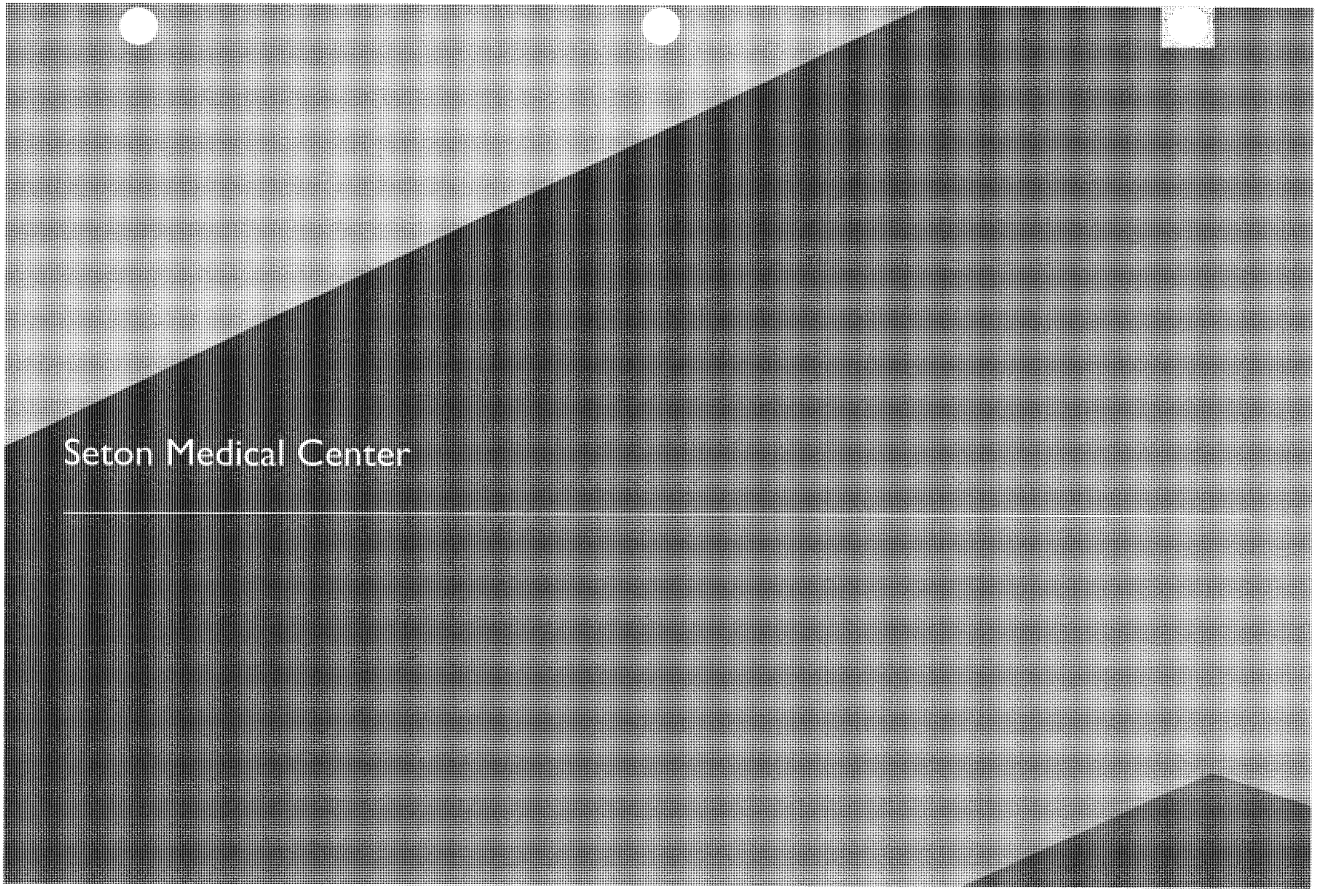
Source: VHS management
** Not pictured. Outside of photo area*



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Overview of Seton Medical Center

Seton Medical Center

Overview

- Located at1900 Sullivan Avenue in Daly City, CA
- Offers comprehensive inpatient and outpatient medical specialties, as well as emergency and urgent care services
- Founded in 1893
- Serves 1.5 million residents in San Francisco and northern San Mateo County

Key Services:

- Cancer Care
- Cardiovascular Treatment
- Diabetes Care
- Emergency Services
- Gastroenterology Treatment
- Geriatric Behavioral Health
- Orthopedics and Joint
- Replacement
- Spine Care and Pain Management
- Stroke Prevention and Treatment
- Surgical Procedures
- Wound Care and Management

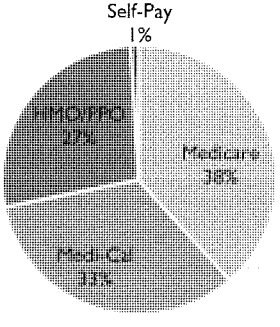
Summary Income Statement

($ in millions)

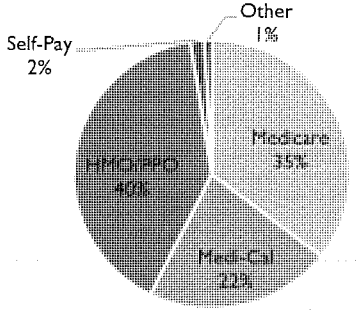
	FY 2016A	FY 2017A	LTM May-18
Patient Revenue	$ 182.3	$ 198.9	$ 187.9
Provider Fee Revenue	11.0	25.5	42.7
Other Revenue	1.2	6.4	7.9
Total Revenue	194.5	230.8	238.4
Salaries & Benefits	144.7	136.2	138.9
Supplies	30.0	31.5	31.7
Purchased Services and Other	50.8	58.7	53.2
Provider Fee Expense	13.3	11.5	18.1
Total Expenses	238.8	237.8	241.9
EBIDAM	(44.3)	(7.0)	(3.5)
EBIDAM Adjustments			
Corporate Allocation	22.2	31.2	26.7
Adj. EBIDAM	$ (22.1)	$ 24.2	$ 23.2

Payor Mix (LTM May-18)

Patient Days



Gross Patient Revenue



Operating Statistics

	FY 2016A	FY 2017A	LTM May-18
Staffed Beds	294	294	294
Licensed Beds	357	357	357
Total Discharges	5,345	5,695	5,313
Total Patient Days	43,690	45,242	44,646
Outpatient Visits	131,777	117,198	122,102
ALOS	8.2	7.9	8.4
IP Surgeries	1,100	1,267	1,135
OP Surgeries	2,757	2,721	2,913
Average Daily Census	119	124	122
Case Mix Index (CMI)	1.77	1.81	1.80
Average FTEs	913	830	845

Source: VHS management, company financials
Note: Financial statistics are not adjusted; detailed quality of earnings analysis will be provided at a later date

SMC Select Operating Statistics

Discharges and Average Daily Census by Type

	FY 2016A	FY 2017A	LTM May-18
Discharges			
General Acute	5,320	5,668	5,207
Psychiatric Acute	-	-	86
SNF	-	-	-
Rehab	-	-	-
SNF Custodial Care	-	-	-
SNF Neurocare Unit	-	-	-
Subacute	25	27	20
Other	-	-	-
Total Discharges	**5,345**	**5,695**	**5,313**
Average Daily Census			
General Acute	78	83	76
Psychiatric Acute	-	-	4
SNF	-	-	-
Rehab	-	-	-
Neurocare	-	-	-
SubAcute	42	41	43
Total ADC	**119**	**124**	**122**

Other Operating Statistics

	FY 2016A	FY 2017A	LTM May-18
Other Operating Statistics			
Admissions	5,353	5,692	5,294
Adjusted Admissions	8,079	8,227	8,037
Patient Days	43,690	45,242	44,646
Adjusted Patient Days	65,941	65,390	67,776
Adjusted Average Daily Census	180	179	186
Average Length of Stay	8.2	7.9	8.4
Acute Case Mix Index	1.8	1.8	1.8
IP Surgeries	1,100	1,267	1,135
OP Surgeries	2,757	2,721	2,913
Deliveries	-	-	-
ER Admits	4,722	4,932	4,501
ER Visits	29,067	28,410	27,433
ER Conversion %	16.2%	17.4%	16.4%
General Acute Admits	5,324	5,664	5,176
Direct Admissions	631	760	793
Direct Admissions % of Total	11.8%	13.4%	15.0%
Outpatient Visits (Non ER)	107,432	93,720	99,170
Outpatient Visits	131,777	117,198	122,102

Source: VHS management

SMC Service Highlights

Center / Services	Description
Cancer Care	Nationally accredited, Cancer Care Center is a leading provider of cancer care regionally, offering advanced screening and diagnostic tools, a robust portfolio of treatment capabilities and a multidisciplinary team dedicated to individualized care.
Cardiovascular Care	Certified as a STEMI Receiving Center, Seton offers a full spectrum of cardiovascular surgery, diagnostic and treatment services, including open heart, electrophysiology and ablative procedures performed by internationally renowned cardiologists and cardiovascular surgeons.
Diabetes Care	Recognized by the American Diabetes Association, Northern California Diabetes Institute includes a registered dietitian and certified diabetes educator. Services range from low-cost lipid panels and screenings to comprehensive self-management training and a free support group.
Emergency Care	Offers a full-service Emergency Department staffed 24/7 by highly skilled physicians and nurses who are specially trained to care for a wide range of illnesses and injuries in patients of all ages.
Gastroenterology Care	Deliver diagnostic and treatment services for a wide variety of digestive disorders, from acid reflux to ulcerative colitis. Gastroenterologists work with a team of interventional radiologists, radiologists, nurses, diagnostic technologists and others to provide seamless care with a full range of treatments and minimally invasive procedures such as colonoscopy and endoscopy.
Geriatric Behavioral Health	Offers a 20-bed licensed geriatric psychiatry unit serving the needs of older adults with acute psychiatric illnesses. The facility provides multi-disciplinary services for voluntary and involuntary patients. Provide psychiatric evaluation stabilization and medication management and a full array of therapeutic programs and services.
Orthopedics Care and Joint Replacement	Ranked by U.S. News & World Report as one of the top hospitals in the San Francisco area for orthopedic specialty care, Seton provides a full spectrum of services. Staffed by board certified physicians, nurses and others specializing in the treatment of orthopedic conditions, it offers symptom management, pain management, minimally invasive procedures and surgical options, including hip and joint replacement.
Outpatient Infusion Services	Outpatient Infusion Center offers a private, relaxing environment for patients requiring a number of different types of infusions. The entire Infusion Center care team is certified in chemotherapy and receives advanced training in the management of chemo infusion drugs. In addition to its trained, specialized nursing staff, the Infusion Center also has its own dedicated physician.
Outpatient Lab and Radiology Services	Nationally accredited outpatient lab offers hematology, urinalysis and other services on a convenient first-come, first-served basis. Seton's outpatient imaging and radiology department offers a full range of imaging services including mammography, x-rays and ultrasound.

Source: VHS management

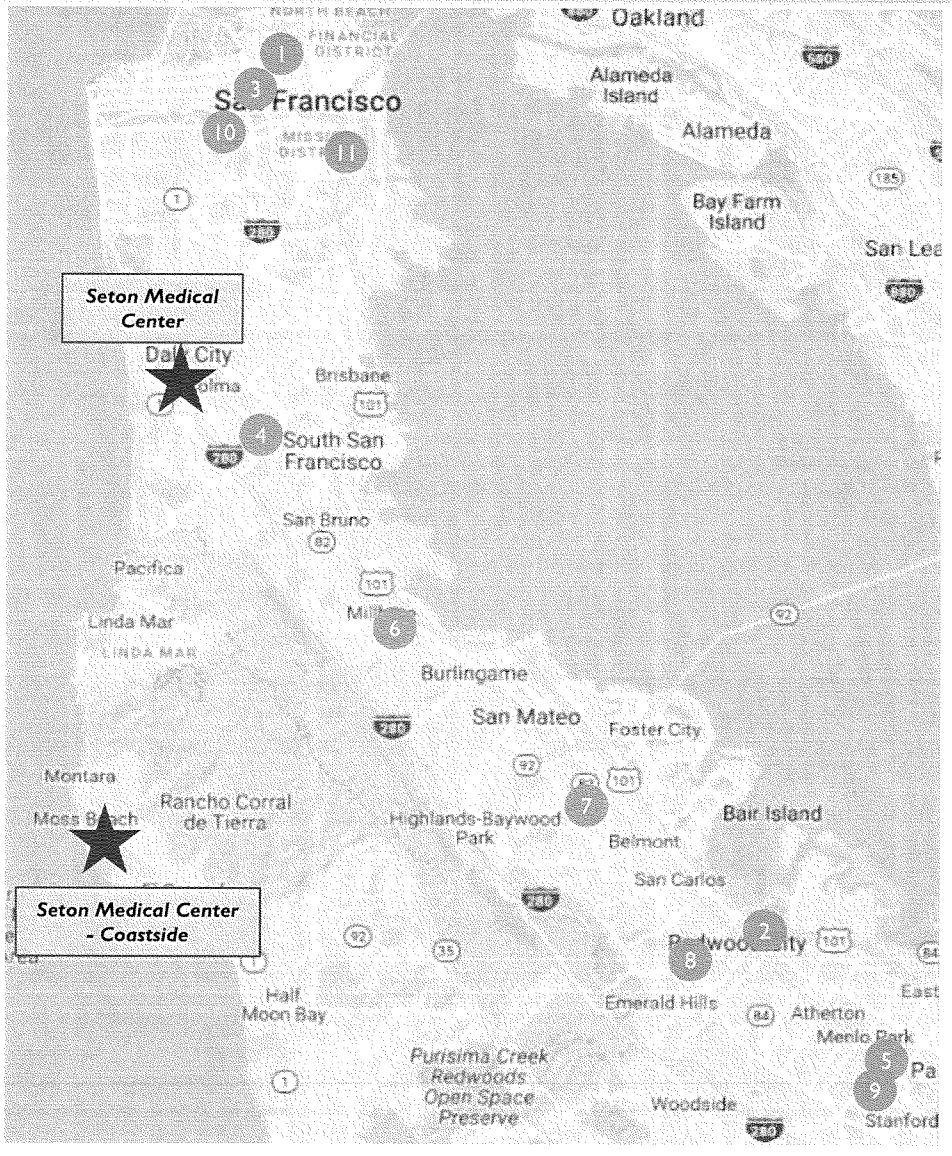
SMC Service Highlights (cont'd)

Center / Services	Description
Spine Care	Recognized for excellence in the treatment of back and neck pain. Providing patients with advanced spine care, SMC offers a comprehensive array of innovative, high-quality spine and pain management services designed to improve patient function and mobility using the latest noninvasive, minimally invasive or surgical techniques.
Stroke Care	Nationally recognized as a Primary Stroke Center, Seton is staffed with expert clinicians who prevent, diagnose and treat strokes using the latest scientific methods and technologies. Adhering to rigorous quality measures to improve stroke survival rates, its aims include decreasing the risk of stroke, reducing disability following a stroke and improving stroke patients' overall quality of life.
Surgical Care	Distinguished in the region for SMC's technologically advanced surgical innovation. Seton's highly skilled surgeons perform both minimally invasive and advanced procedures in specially equipped surgical suites to address a host of diseases and disorders.
Wound Care	Seton Center for Advanced Wound Care is the most established program in the Bay Area with a team of interdisciplinary clinicians who provide innovative treatments for nonhealing, complex wounds. Using evidence-based medicine and clinical pathway guidelines to ensure rapid and effective healing, its services include skin substitutes, skin grafting, debridement, revascularization and compression therapy.

Source: VHS management

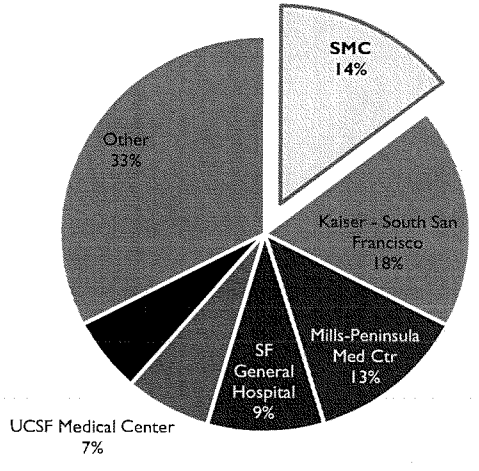
Market Overview (SMC and SMCC)

Market Map



		Affiliation	Beds	Distance (mi)(1)
Primary Competition				
1	CA Pacific Medical Center – Pacific	Sutter Health	291	10
2	Kaiser - Redwood City	Kaiser	213	24
3	Kaiser - San Francisco	Kaiser	247	9
4	Kaiser - South San Francisco	Kaiser	120	3
5	Stanford Children's	Stanford University	302	29
6	Mills - Peninsula Medical Center	Sutter Health	241	10
7	San Mateo Medical Center	San Mateo County	100	19
8	Sequoia Hospital	Dignity Health	208	22
9	Stanford Hospital	Stanford University	583	28
10	UCSF Medical Center	UCSF Health	782	7
11	SF General Hospital	San Francisco Health Network	403	8

Primary Service Area Market Share (Discharges)(2)



Source: VHS management, OSHPD
(1) Distance is measured from SMC
(2) 2016 data; includes following zip codes: 94005, 94014, 94015, 94017, 94018, 94019, 94037, 94038, 94044, 94066, 94080, 94112, 94132, 94134

SMC Top 10 Product Lines and Physicians

Top 10 Product Lines by Cases

#	Product Line	Cases	% of Total	Net Rev.	% of Total
1	Pulmonary Medicine	701	18%	$ 8.5	15%
2	Cardiovascular Medicine	679	17%	6.2	11%
3	Infectious Diseases	583	15%	12.6	22%
4	Gastrointestinal Medicine	484	12%	4.6	8%
5	Orthopedic Surgery	346	9%	6.5	11%
6	Cath / EP	311	8%	9.2	16%
7	Neurological Medicine	285	7%	3.3	6%
8	General Surgery	231	6%	4.7	8%
9	Endocrinology Medicine	189	5%	1.2	2%
10	Urology Medicine	162	4%	1.4	2%
	Total	**3,971**	**100%**	**$ 58.3**	**100%**

Top 10 Physicians by Cases

#	Physician	Specialty	Cases	% of Total	Net Rev.	% of Total
1	Physician 1	Internal Med.	882	28%	$ 12.6	28%
2	Physician 2	Internal Med.	446	14%	6.8	15%
3	Physician 3	Dentistry	301	10%	4.8	10%
4	Physician 4	Internal Med.	277	9%	4.4	10%
5	Physician 5	Internal Med.	241	8%	3.0	7%
6	Physician 6	Emergency Med.	218	7%	2.5	6%
7	Physician 7	Internal Med.	211	7%	3.4	8%
8	Physician 8	Internal Med.	201	6%	2.6	6%
9	Physician 9	Internal Med.	196	6%	2.9	6%
10	Physician 10	Internal Med.	194	6%	2.6	6%
	Total		**3,167**	**100%**	**$ 45.5**	**100%**

Top 10 Product Lines by Gross Revenue

#	Product Line	Gross Rev.	% of Total	Net Rev.	% of Total
1	Pulmonary Medicine	$ 119.5	19%	$ 8.5	13%
2	Infectious Diseases	105.4	17%	12.6	19%
3	Cath / EP	68.2	11%	9.2	14%
4	Cardiovascular Medicine	64.3	10%	6.2	9%
5	Orthopedic Surgery	61.2	10%	6.5	10%
6	Spinal Fusion Surgery	49.2	8%	7.4	11%
7	General Surgery	49.0	8%	4.7	7%
8	Gastrointestinal Medicine	46.5	7%	4.6	7%
9	Neurological Medicine	36.5	6%	3.3	5%
10	Open Heart	30.9	5%	3.3	5%
	Total	**$ 630.8**	**100%**	**$ 66.3**	**100%**

Top 10 Physicians by Gross Revenue

#	Physician	Specialty	Gross Rev.	% of Total	Net Rev.	% of Total
1	Physician 1	Internal Med.	$ 132.2	29%	$ 12.6	29%
2	Physician 2	Internal Med.	63.3	14%	6.8	16%
3	Physician 3	Internal Med.	43.2	9%	4.4	10%
4	Physician 4	Dentistry	40.5	9%	4.8	11%
5	Physician 5	Internal Med.	33.6	7%	0.4	1%
6	Physician 6	Internal Med.	33.4	7%	3.0	7%
7	Physician 7	Internal Med.	32.4	7%	3.4	8%
8	Physician 8	Internal Med.	29.7	6%	2.6	6%
9	Physician 9	Internal Med.	27.8	6%	2.9	7%
10	Physician 10	Emergency Med.	27.2	6%	2.5	6%
	Total		**$ 463.3**	**100%**	**$ 43.3**	**100%**

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Source: VHS management
Note: For the 12 months ended June 30, 2018

SMC and SMCC Employee and Physician Overview

Overview

- SMC and SMCC have 1,330 employees (859 FTEs) and 476 active physicians
  - > Approximately 86%, or 1,138 employees, are covered by CBAs
    - – NUHW has the largest union representation, with 690 members
- SMC has 476 active physicians, with the three largest specialties Internal Medicine, Radiology and Emergency Medicine

Breakdown of Salaries

($ in millions)

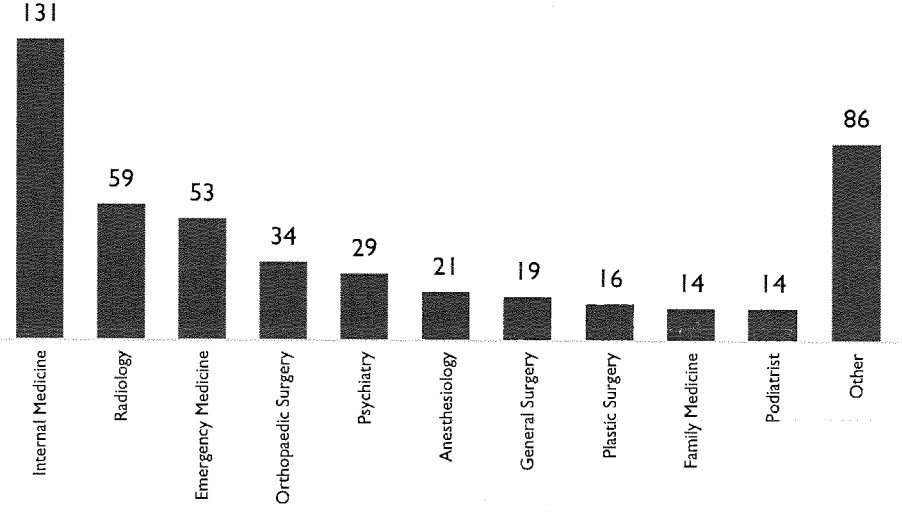
	2016	2017	2018
Registered Nurses	$ 32.2	$ 34.9	$ 38.9
Licensed Vocational Nurses	3.1	3.4	3.8
Non-physician Medical Practitioners	-	-	-
Technicians and Specialists	20.6	21.0	23.8
Management and Supervision	5.8	7.3	9.5
Clerical and Other Administrative	7.9	7.7	7.7
Environmental and Food Service	6.4	6.8	6.8
Other Salaries & Wages	6.6	7.3	8.1
Total	$ 82.4	$ 88.2	$ 98.6

Employee FTEs by Type (May 2018)

Employees	Total
Represented	
NUHW	690
CNA	396
Eng. & Sci. of CA, Local 20	30
Local 39, Stationary Eng.	22
Total Represented	**1,138**
Not Represented	**192**
Total Employees	**1,330**
Total FTEs	**859**

Summary of Active Physicians by Specialty (SMC only)

(n = 476)



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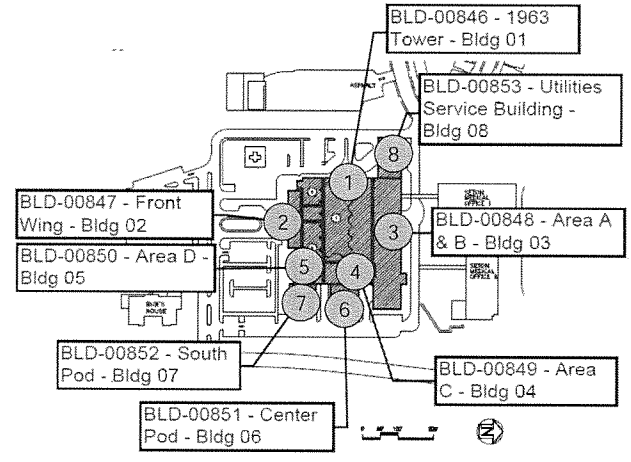
Source: VHS management
Note: Financial statistics are not adjusted; detailed quality of earnings analysis will be provided at a later date
(1) Includes provisional, courtesy, temporary and other medical staff

SMC Seismic Compliance

Overview

- 1963 Tower and Front Wing are SPC-1 and will require renovation or closure prior to 2020
- Current plan is to renovate these buildings to meet seismic requirements
  - > Estimated to cost ~$36M to complete project
  - > Plan is to fund project with undrawn PACE funding
- The remainder of SMC's facilities are SPC-3 or higher
- All of SMC's buildings are at least NPC-3 compliant

Site Map



Seismic Compliance Summary

	Building	Year Built	SPC Rating	NPC Rating
1	1963 Tower	1963	1	3
2	Front Wing	1963	1	3
3	Area A & B	1978	3	3
4	Area C	1978	3	3
5	Area D	1978	3	3
6	Center Pod	1978	3	3
7	South Pod	1978	3	3
8	Utilities Service Building	1978	4	3

2020 SPC-2 Compliance Requirements

Building	1963 Tower and Front Wing
Current SPC Rating	SPC-1
2020 SPC Requirement	SPC-2
Estimated Project Cost	$36 million
Funding Source	PACE (undrawn)

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Compliant until 2020

Source: VHS management

Aerial View of SMC

Overview of SMC Parcels

	Description	Address	APN(s)
	SMC Owned		
1	Hospital Campus	1900 Sullivan Ave Daly City, CA 94015	008-084-370
	Verity Holdings Owned		
2	Serramonte Medical Dental Center	1500 Southgate Ave. Daly City, CA 94015	008-521-110
3	SMOC#1 Medical Office Building	1800 Sullivan Ave. Daly City, CA 94015	008-084-470
4	SMOC#2 Medical Office Building	1850 Sullivan Avenue Daly City, CA 94015	008-084-460
5	Visitor Parking South of Hospital	1900 Sullivan Ave Daly City, CA 94015	008-520-190
6	West Parcel (Parking / Vacant Land)	1900 Sullivan Ave Daly City, CA 94015	008-271-430 008-104-120 008-104-100 008-104-110
7	North Parcel (Parking)	1800/1850 Sullivan Ave Daly City, CA 94015	008-084-480 008-084-540 008-084-430 008-084-440 008-084-520 008-084-500 008-184-530

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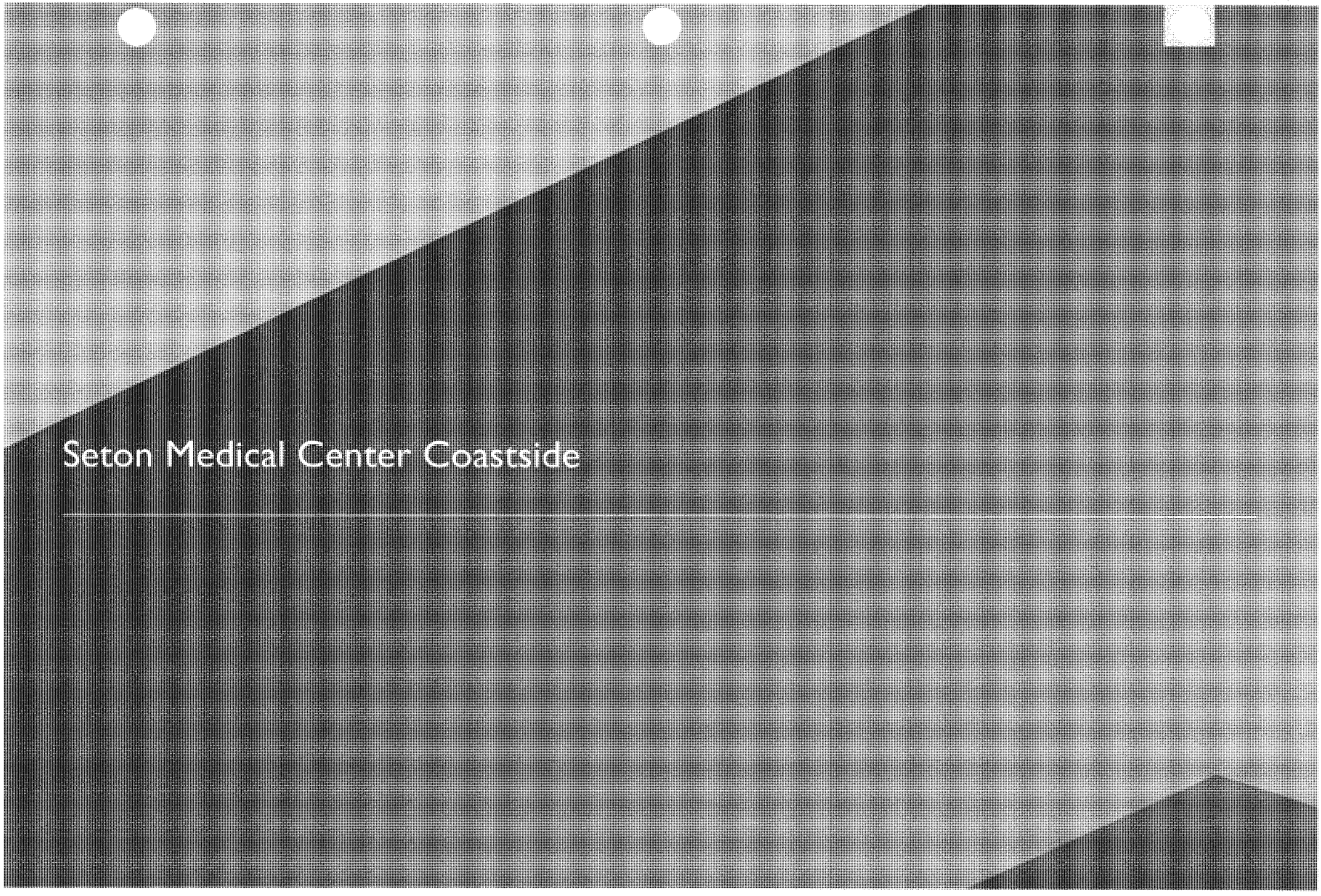
Source: VHS management
** Not pictured. Outside of photo area*



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Overview of Seton Medical Center Coastside

Seton Coastside

Overview

- Located at 600 Marine Boulevard in Moss Beach, CA
- 121-bed inpatient skilled nursing facility with the only 24-hour standby ED on the Pacific Coast between Daly City and Santa Cruz
- Offers specialized physical, occupational and speech therapy, along with radiology and laboratory services

Key Services:

- Inpatient Skilled Nursing
- Standby ED
- Physical Therapy
- Occupational Therapy
- Speech Therapy
- Radiology Services
- Laboratory Services

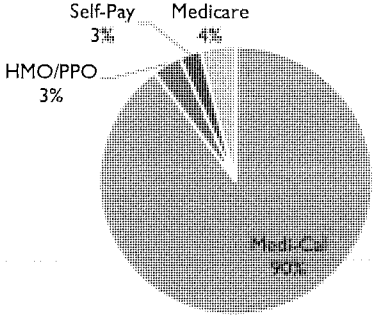
Summary Income Statement

($ in millions)

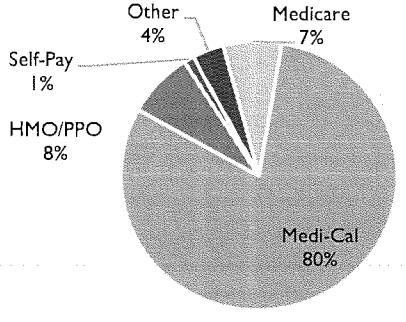
	FY 2016A	FY 2017A	LTM May-18
Patient Revenue	$ 19.3	$ 21.6	$ 22.4
Provider Fee Revenue	-	-	-
Other Revenue	1.2	0.6	0.5
Total Revenue	20.4	22.1	22.9
Salaries & Benefits	15.9	16.0	17.1
Supplies	1.7	1.9	2.0
Purchased Services and Other	2.8	4.1	5.3
Provider Fee Expense	-	-	-
Total Expenses	20.4	22.0	24.3
EBIDAM	0.0	0.1	(1.4)
EBIDAM Adjustments			
Corporate Allocation	0.6	1.2	2.7
Adj. EBIDAM	$ 0.6	$ 1.4	$ 1.3

Payor Mix (LTM May-18)

Patient Days



Gross Patient Revenue



Operating Statistics

	FY 2016A	FY 2017A	LTM May-18
Staffed Beds	121	121	121
Licensed Beds	121	121	121
Total Discharges	104	121	79
Total Patient Days	36,680	39,889	41,487
Outpatient Visits	15	14	14
ALOS	308.2	280.9	499.8
IP Surgeries	-	-	-
OP Surgeries	-	-	-
Average Daily Census	100	109	114
Case Mix Index (CMI)	1.40	1.40	1.39
Average FTEs	130	130	134

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Source: VHS management, company financials
Note: Financial statistics are not adjusted; detailed quality of earnings analysis will be provided at a later date

SMCC Select Operating Statistics

Discharges and Average Daily Census by Type

	FY 2016A	FY 2017A	LTM May-18
Discharges			
General Acute	-	-	-
Psychiatric Acute	-	-	-
SNF	104	121	79
Rehab	-	-	-
SNF Custodial Care	-	-	-
SNF Neurocare Unit	-	-	-
Subacute	-	-	-
Other	-	-	-
Total Discharges	**104**	**121**	**79**
Average Daily Census			
General Acute	-	-	-
Psychiatric Acute	-	-	-
SNF	100	109	114
Rehab	-	-	-
Neurocare	-	-	-
SubAcute	-	-	-
Total ADC	**100**	**109**	**114**

Other Operating Statistics

	FY 2016A	FY 2017A	LTM May-18
Other Operating Statistics			
Admissions	119	142	83
Adjusted Admissions	144	166	96
Patient Days	36,680	39,889	41,487
Adjusted Patient Days	44,483	46,743	47,846
Adjusted Average Daily Census	122	128	131
Average Length of Stay	308.2	280.9	499.8
Acute Case Mix Index	-	-	-
IP Surgeries	-	-	-
OP Surgeries	-	-	-
Deliveries	-	-	-
ER Admits	-	1	-
ER Visits	3,047	2,636	2,641
ER Conversion %	0.0%	0.0%	0.0%
General Acute Admits	-	-	-
Direct Admissions	119	141	83
Direct Admissions % of Total	100.0%	99.3%	100.0%
Outpatient Visits (Non ER)	6,713	5,706	7,777
Outpatient Visits	15	14	14

Source: VHS management

SMCC Top 10 Product Lines and Physicians

Top 10 Product Lines by Cases

#	Product Line	Cases	% of Total	Net Rev.	% of Total
1	Neurological Medicine	26	36%	$ 1.0	48%
2	Orthopedic Medicine	12	17%	0.2	10%
3	Psychiatry	11	15%	0.4	17%
4	Cardiovascular Medicine	5	7%	0.2	9%
5	Dermatology	5	7%	0.1	4%
6	Gastrointestinal Medicine	5	7%	0.1	4%
7	Oncology Medicine	3	4%	0.0	0%
8	Urology Medicine	2	3%	0.1	7%
9	Infectious Diseases	2	3%	0.0	0%
10	Hematology	1	1%	0.0	0%
	Total	**72**	**100%**	**$ 2.1**	**100%**

Top 10 Physicians by Cases

#	Physician	Specialty	Cases	% of Total	Net Rev.	% of Total
1	Physician 1	Internal Med.	67	87%	$ 2.3	96%
2	Physician 2	Internal Med.	6	8%	0.1	4%
3	Physician 3	Internal Med.	3	4%	0.0	1%
4	Physician 4	Internal Med.	1	1%	0.0	0%
	Total		**77**	**100%**	**$ 2.4**	**100%**

Top 10 Product Lines by Gross Revenue

#	Product Line	Gross Rev.	% of Total	Net Rev.	% of Total
1	Neurological Medicine	$ 5.1	44%	$ 1.0	43%
2	Psychiatry	1.8	16%	0.4	16%
3	Orthopedic Medicine	1.5	13%	0.2	9%
4	Cardiovascular Medicine	0.7	6%	0.2	8%
5	Gastrointestinal Medicine	0.6	5%	0.1	4%
6	Dermatology	0.5	5%	0.1	3%
7	Urology Medicine	0.5	4%	0.1	6%
8	Pulmonary Medicine	0.3	3%	0.1	5%
9	Endocrinology Medicine	0.3	2%	0.1	3%
10	Burn	0.2	2%	0.1	3%
	Total	**$ 11.5**	**100%**	**$ 2.4**	**100%**

Top 10 Physicians by Gross Revenue

#	Physician	Specialty	Gross Rev.	% of Total	Net Rev.	% of Total
1	Physician 1	Internal Med.	$ 11.0	94%	$ 2.3	96%
2	Physician 2	Internal Med.	0.6	5%	0.1	4%
3	Physician 3	Internal Med.	0.1	1%	0.0	1%
4	Physician 4	Internal Med.	0.0	0%	0.0	0%
	Total		**$ 11.8**	**100%**	**$ 2.4**	**100%**

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Source: VHS management
Note: For the 12 months ended June 30, 2018

SMC and SMCC Employee and Physician Overview

Overview

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  - > Approximately 86%, or 1,138 employees, are covered by CBAs
    - – NUHW has the largest union representation, with 690 members
- SMC has 476 active physicians, with the three largest specialties Internal Medicine, Radiology and Emergency Medicine

Breakdown of Salaries

($ in millions)

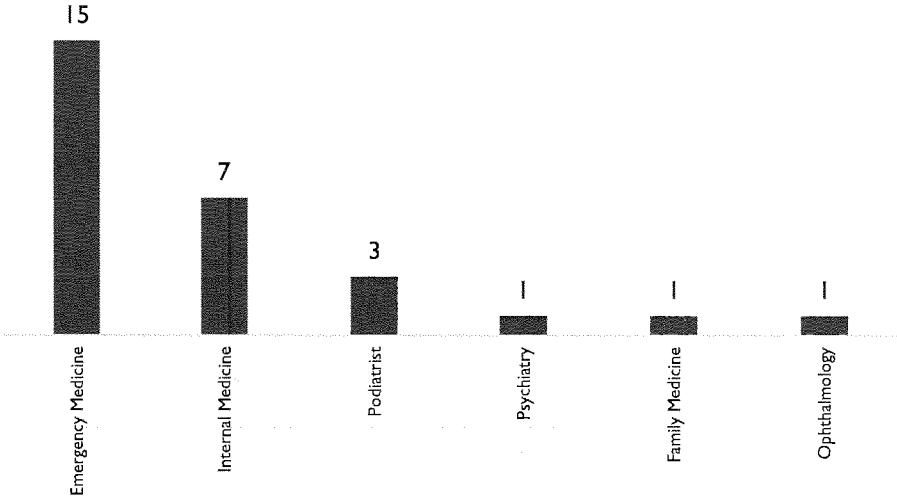
	2016	2017	2018
Registered Nurses	$ 32.2	$ 34.9	$ 38.9
Licensed Vocational Nurses	3.1	3.4	3.8
Non-physician Medical Practitioners	-	-	-
Technicians and Specialists	20.6	21.0	23.8
Management and Supervision	5.8	7.3	9.5
Clerical and Other Administrative	7.9	7.7	7.7
Environmental and Food Service	6.4	6.8	6.8
Other Salaries & Wages	6.6	7.3	8.1
Total	$ 82.4	$ 88.2	$ 98.6

Employee FTEs by Type (May 2018)

Employees	Total
Represented	
NUHW	690
CNA	396
Eng. & Sci. of CA, Local 20	30
Local 39, Stationary Eng.	22
Total Represented	**1,138**
Not Represented	**192**
Total Employees	**1,330**
Total FTEs	**859**

Summary of Active Physicians by Specialty (SMCC only)

(n = 28)



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Note: Financial statistics are not adjusted; detailed quality of earnings analysis will be provided at a later date
(1) Includes provisional, courtesy, temporary and other medical staff

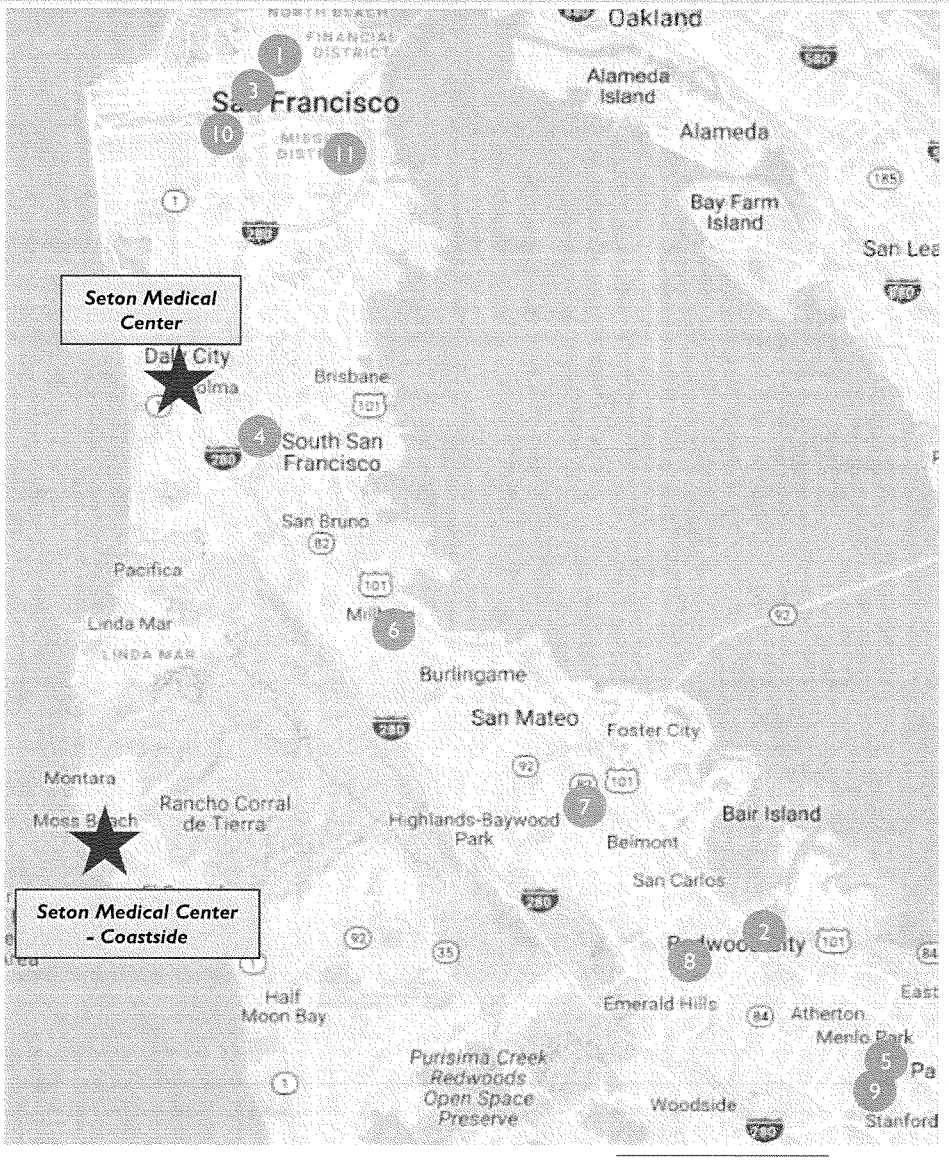
SMCC Service Highlights

Center / Services	Description
Skilled Nursing Facility	SMCC offers skilled nursing care to 116 inpatient residents year-round. The dedicated staff of interdisciplinary professionals provide comprehensive healthcare. The facility is accredited by the California Department of Health Services.
Emergency Services & Acute Care Unit	SMCC operates a 24-hour Emergency Department. In addition to providing this service to coastal residents, the hospital offers radiology/mammography, clinical laboratory services, rehabilitation therapy, physical, occupational and speech therapy. With its presence as the only 24-hour standby Emergency Department on the Pacific Coast from Daly City to Santa Cruz, SMCC is highly valued by the community it serves. The emergency room consists of a seven-bed department that is staffed 24 hours a day, with a physician qualified in emergency medicine and a registered nurse. If needed, SMCC has the capability to transfer its critically ill patients to a tertiary facility via air or ground.
Rehabilitation Therapy	SMCC's rehabilitation team provides physical therapy, occupational therapy and speech therapy by licensed therapists and assistants. Hospital physicians assess the resident's needs for adaptive equipment, individualized exercise programs or communication skills. When requested, it is encouraged that families participate in therapy and training to help with the resident's maintenance programs. It also provides out-patient rehabilitation services for the community, with a prescription from a physician.
Radiology	The SMCC radiology department offers general diagnostic X-ray exams.
Clinical Laboratory	The Clinical Laboratory is accredited by The Joint Commission and is staffed by clinical laboratory scientists. Under the direction of a pathologist, proficiency testing occurs through the College of American Pathologists.

Source: VHS management

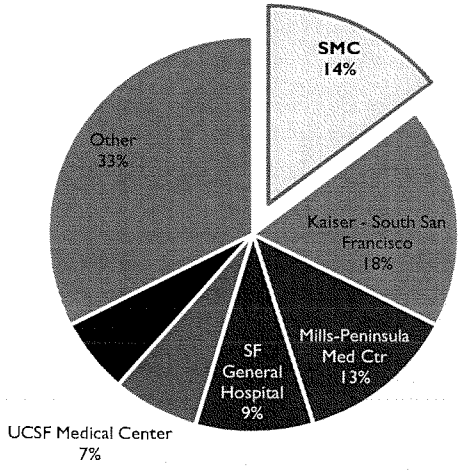
Market Overview (SMC and SMCC)

Market Map



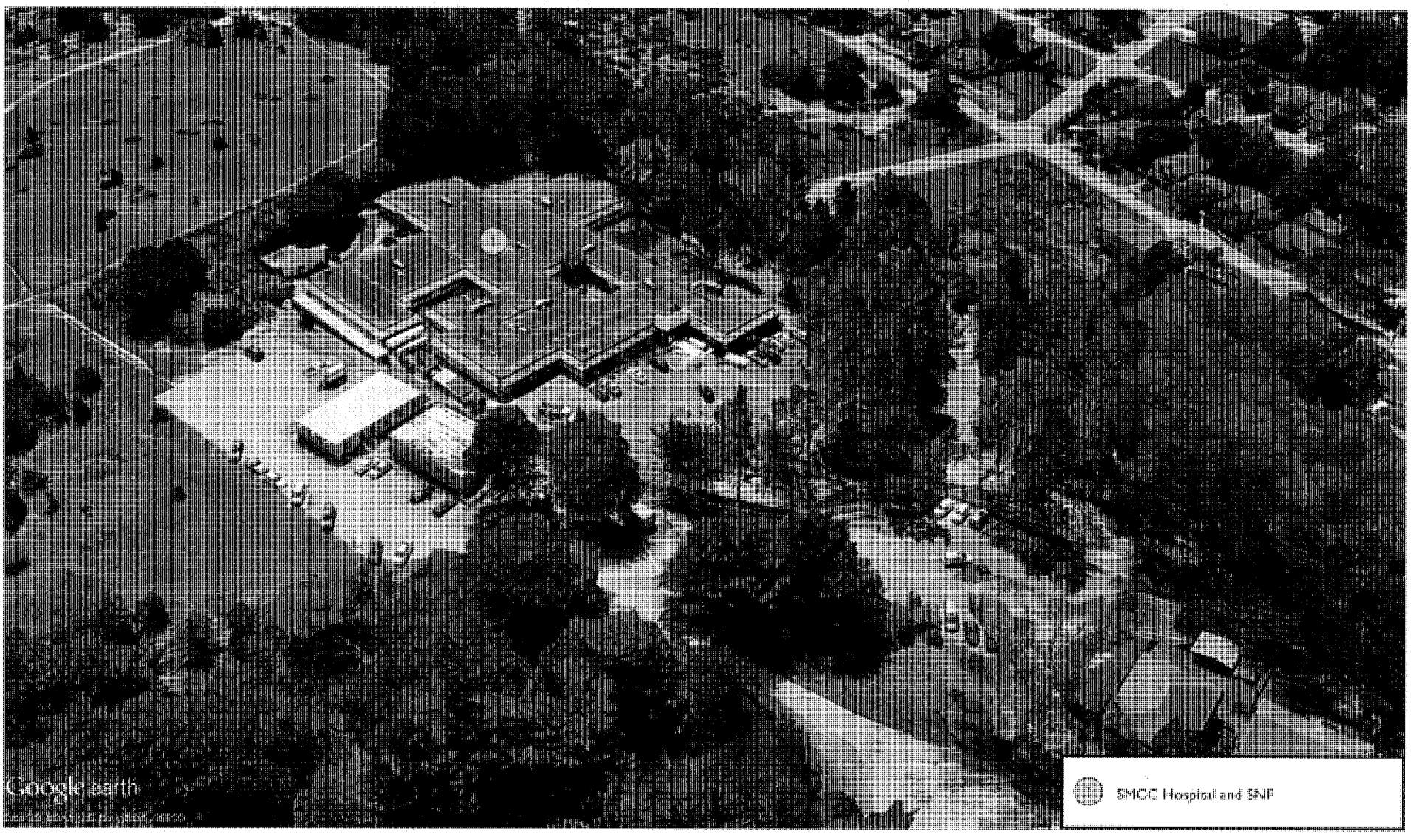
		Affiliation	Beds	Distance (mi)[1]
Primary Competition				
1	CA Pacific Medical Center – Pacific	Sutter Health	291	25
2	Kaiser - Redwood City	Kaiser	213	23
3	Kaiser - San Francisco	Kaiser	247	23
4	Kaiser - South San Francisco	Kaiser	120	13
5	Stanford Children's	Stanford University	302	27
6	Mills - Peninsula Medical Center	Sutter Health	241	19
7	San Mateo Medical Center	San Mateo County	100	22
8	Sequoia Hospital	Dignity Health	208	26
9	Stanford Hospital	Stanford University	583	32
10	UCSF Medical Center	UCSF Health	782	20
11	SF General Hospital	San Francisco Health Network	403	24

Primary Service Area Market Share (Discharges)[2]



Source: VHS management, OSHPD
(1) Distance is measured from SMC
(2) 2016 data; includes following zip codes: 94005, 94014, 94015, 94017, 94018, 94019, 94037, 94038, 94044, 94066, 94080, 94112, 94132, 94134

Aerial View of SMCC



Overview of SMCC Parcels

	Description	Address	APN
	Verity Holdings Owned		
1	Hospital and SNF	600 Marine Blvd Moss Beach, CA 94038	035-05-032

Source: VHS management

Appendix A: Verity Medical Foundation

Verity Health
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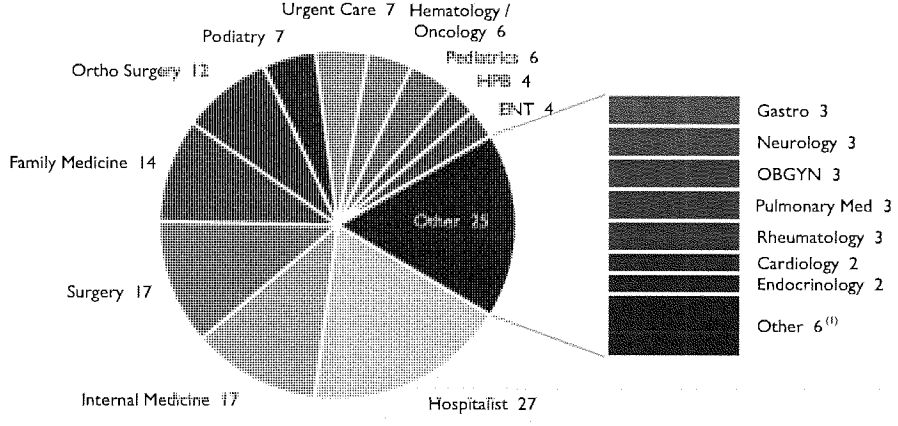
Verity Medical Foundation

Overview

- In 2011, the Verity Medical Foundation was incorporated with VHS as the sole corporate member under California Health and Safety Code Section 1206(l)
- VMF began operations in April 2012 through the establishment of a professional services agreement with a group of physicians and associates of the San Jose Medical Group
- As of May 2018, VMF is comprised of 146 physicians in over 20 specialties with practices in 34 clinics and office locations
- During the last twelve months ending May 31, 2018, VMF physicians had ~260,000 patient visits
- San Jose Medical Group, the largest of the professional corporations contracted with VMF, is comprised of 59 physicians practicing in seven locations throughout the South Bay region

Physicians by Specialty



Summary of VMF by Medical Group

Northern California				
Medical Group	Specialty	Physicians	Locations	Patient Visits
San Jose Medical Group	Multi-specialty	59	7	154,567
VMG - NorCal	Multi-specialty	29	9	26,622
Sport, Orthopedic & Rehab (SOAR)	Orthopedics	15	4	41,864
Center for Life	Pediatrics	2	1	1,706
Hunt Spine	Orthopedics	2	1	2,540
Morgan Hill Medical Group	Primary Care	2	1	7,428
Northern California Subtotal		109	23	234,727

Southern California				
Medical Group	Specialty	Physicians	Locations	Patient Visits
All Care Medical Group	Primary Care	9	1	17,338
VMG - SoCal	Muti-specialty	28	10	7,156
Southern California Subtotal		37	11	24,494

Total	**146**	**34**	**259,221**

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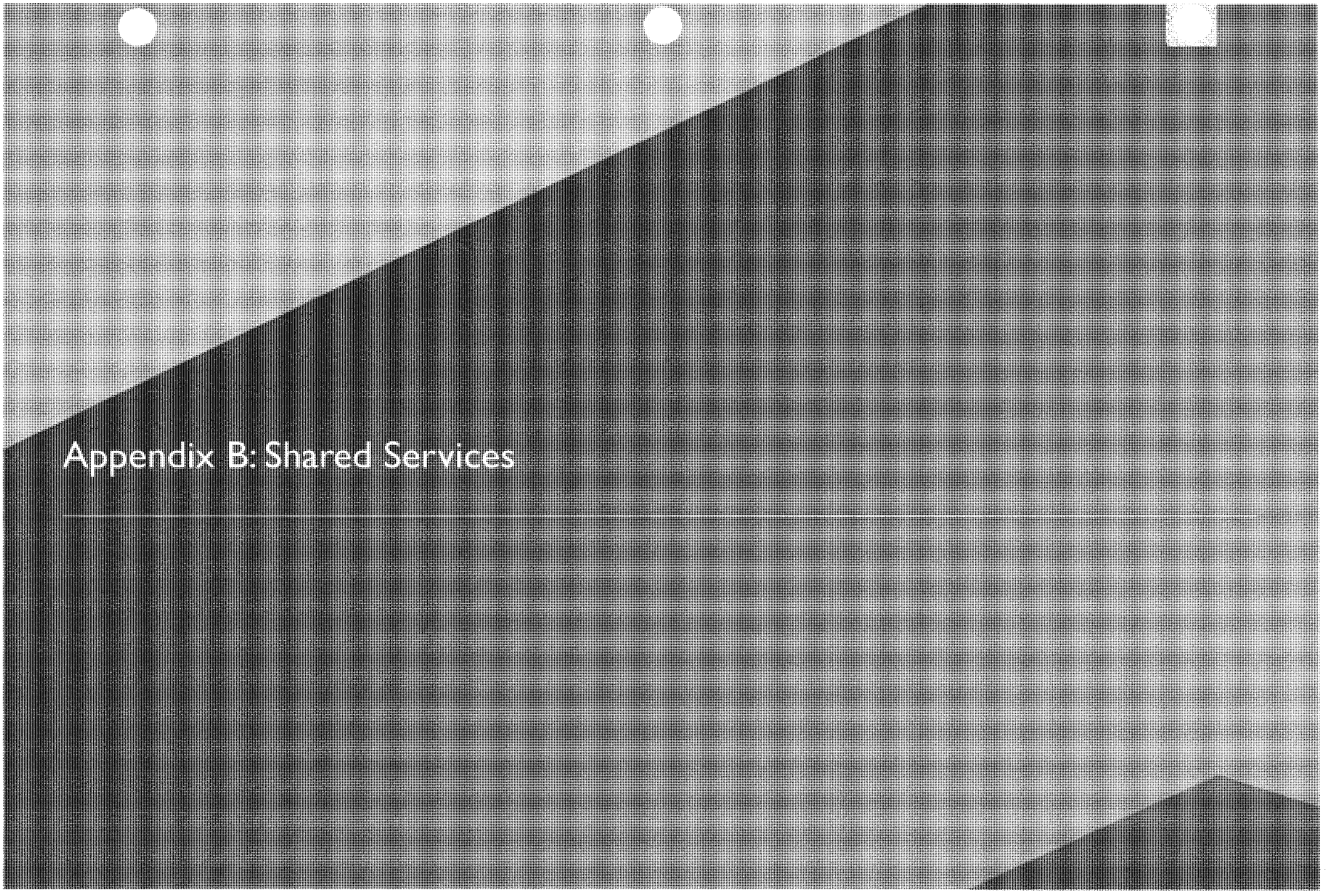
Source: VHS management
(1) Includes one each of Anesthesiology, Dermatology, Infectious Disease, Ophthalmology, Physiatry and Diagnostic Radiology



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Overview of Corporate Allocation and Management Services

- Corporate overhead is consolidated at the parent level or at Verity Business Services and allocated among VHS's respective facilities
- In addition, VHS pays a monthly management fee to Integrity via the system office in exchange for providing executive oversight (CEO, COO, CMO and CFO), which is allocated to the hospitals as a percent of total operating expenses

Account	Corporate Entity	Description of Services Provided	Allocation Methodology
Corporate Management Services	System Office	Corporate Office positions, including VPs, Directors and Hospital CEOs. Key departments included in the allocated costs include: - Administration - Legal - Managed Care - Compliance - Risk Management - Human Resources - Treasury - Internal Audit - Facilities	Based on the hospitals' adjusted operating expenses as a percentage of total adjusted operating expenses for FY 2016 and 2017. Based on # of employees for FY 2018.
Integrity Management Services	System Office	Management fees charged to VHS from Integrity. Integrity provides the Verity Health System CEO, CFO, COO and CMO.	Based on the hospitals' adjusted operating expenses as a percentage of total operating expenses.
IT Services	System Office	IT services are managed and recorded centrally at the Corporate office.	Based on the hospitals' adjusted operating expenses as a percentage of total adjusted operating expenses for FY 2016 and 2017. Based on # of employees for FY 2018.
Verity Business Services and System Office Allocation	VBS	Certain functions are centralized at the Corporate office, including: - Accounting - A/P - Purchasing - Reimbursement - Financial Reporting	Based on the hospitals' adjusted operating expenses as a percentage of total adjusted operating expenses for FY 2016 and 2017. Based on # of employees for FY 2018.
PFS Outsource Net Expense	VBS	The PFS function is performed centrally at the Corporate office. Represents costs associated with PFS payroll and vendors (i.e. collection agencies).	Based on the hospitals' adjusted net patient revenues as a percentage of total adjusted net patient revenues for FY 2018. Based on the hospitals' adjusted operating expenses as a percentage of total adjusted operating expenses for FY 2016 and 2017.

Source: VHS management, company financials

Detailed Overhead and Management Fee Allocation by Entity(1)

	SFMC			SVMC			OCH			SLRH			SMC			SMCC		
Account	**2016**	**2017**	**2018**	**2016**	**2017**	**2018**	**2016**	**2017**	**2018**	**2016**	**2017**	**2018**	**2016**	**2017**	**2018**	**2016**	**2017**	**2018**
$ allocation, in millions																		
Corporate Mgmt Svcs	$15.9	$23.6	$16.5	$10.3	$14.1	$10.2	$13.4	$17.5	$12.2	$4.0	$5.2	$3.5	$12.8	$15.5	$9.9	$0.0	$0.0	$1.0
IT Services	10.1	11.4	16.2	7.0	8.4	8.6	9.9	10.9	11.8	3.2	4.4	3.8	9.3	10.3	9.5	0.6	0.6	1.1
VBS and SO Allocation(2)	0.0	4.1	3.2	0.0	2.5	2.0	0.0	2.9	2.3	0.0	0.9	0.7	0.0	2.5	2.0	0.0	0.3	0.2
PFS Outsource(3)	0.0	5.0	6.9	0.0	3.5	4.0	0.0	4.3	5.3	0.0	1.4	1.3	0.0	2.9	3.6	0.0	0.4	0.3
Subtotal Shared Services	***$26.0***	***$44.1***	***$42.9***	***$17.3***	***$28.6***	***$24.8***	***$23.3***	***$35.6***	***$31.5***	***$7.2***	***$11.9***	***$9.3***	***$22.2***	***$31.2***	***$25.0***	***$0.6***	***$1.2***	***$2.6***
Integrity(4)	$9.1	$18.5	$17.1	$5.8	$11.0	$10.6	$7.7	$13.6	$12.6	$2.3	$4.1	$3.6	$7.3	$12.1	$10.2	$0.0	$0.0	$1.0
Shared Services + Integrity	***$35.2***	***$62.5***	***$60.1***	***$23.1***	***$39.6***	***$35.4***	***$31.0***	***$49.2***	***$44.2***	***$9.5***	***$16.0***	***$12.9***	***$29.5***	***$43.3***	***$35.2***	***$0.6***	***$1.2***	***$3.6***
% allocation																		
Corporate Mgmt Svcs	*31.1%*	*31.1%*	*31.0%*	*18.6%*	*18.6%*	*19.2%*	*23.0%*	*23.0%*	*22.8%*	*6.9%*	*6.9%*	*6.6%*	*20.5%*	*20.5%*	*18.5%*	*0.0%*	*0.0%*	*1.9%*
IT Services	*25.2%*	*25.2%*	*31.8%*	*18.1%*	*18.1%*	*16.9%*	*23.6%*	*23.6%*	*23.1%*	*9.0%*	*9.0%*	*7.4%*	*22.8%*	*22.8%*	*18.7%*	*1.3%*	*1.3%*	*2.1%*
VBS and SO Allocation	–	*31.1%*	*31.0%*	–	*18.6%*	*19.2%*	–	*23.0%*	*22.8%*	–	*6.9%*	*6.6%*	–	*20.5%*	*18.5%*	–	*0.0%*	*1.9%*
PFS Outsource	–	*31.1%*	*28.2%*	–	*18.6%*	*18.5%*	–	*23.0%*	*23.6%*	–	*6.9%*	*7.6%*	–	*20.5%*	*19.9%*	–	*0.0%*	*2.2%*
Integrity	*31.1%*	*31.1%*	*31.0%*	*18.6%*	*18.6%*	*19.2%*	*23.0%*	*23.0%*	*22.8%*	*6.9%*	*6.9%*	*6.6%*	*20.5%*	*20.5%*	*18.5%*	*0.0%*	*0.0%*	*1.9%*

Source: VHS management, company financials
Note: Financial statistics are not adjusted; detailed quality of earnings analysis will be provided at a later date
(1) 2018 shown as of the Eleven Months Ending May 31, 2018; 2016 and 2017 shown as of Fiscal Year Ending June 30, 2016 and 2017
(2) VBS and SO Allocation were pushed down to individual expense accounts (i.e. salaries & wages, purchased services, utilities) in 2016; total 2016 VBS and SO expenses were $1.8M, $1.3M, $6.1M, $1.8M, $5.4M and $0.5M for SFMC, SVMC, OCH, SLRH, SMC and SMCC, respectively
(3) PFS allocation not shown in 2016 as corporate office / third-parties began RCM services for entire system starting in FY17; total PFS expenses for 2016 were $0.5M, $0.4M, $1.9M, $0.6M, $1.7M and $0.1M for SFMC, SVMC, OCH, SLRH, SMC and SMCC, respectively
(4) FY2016 Integrity expenses only covered half of the year

Appendix C: Financial Statements

Verity Health
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Unaudited LTM May-18 Income Statement by Entity

	SFMC	SVMC	OCH	SLRH	SMC	SMCC	Systems Office	Eliminations	Total
Patient Revenue	$275.8	$190.1	$246.3	$81.8	$187.9	$22.4	$0.0	($0.0)	$1,004.3
Provider Fee Revenue	149.7	17.1	44.8	14.1	42.7	0.0	0.0	0.0	268.3
Other Revenue	139.0	32.2	6.4	0.4	7.9	0.5	177.0	(171.0)	192.4
Total Revenue	**$564.5**	**$239.3**	**$297.5**	**$96.3**	**$238.4**	**$22.9**	**$177.0**	**($171.0)**	**$1,465.0**
Salaries and Benefits	213.9	114.9	166.7	55.3	138.9	17.1	38.1	0.0	744.8
Supplies	41.2	53.5	42.2	7.7	31.7	2.0	(0.1)	0.0	178.2
Other	166.6	91.7	70.1	21.8	53.2	5.3	62.2	(110.4)	360.4
Provider Fee Expense	49.8	23.4	22.3	5.6	18.1	0.0	0.0	0.0	119.2
Total Expenses	**$471.4**	**$283.4**	**$301.3**	**$90.3**	**$241.9**	**$24.3**	**$100.2**	**($110.4)**	**$1,402.6**
EBIDAM	**$93.1**	**($44.1)**	**($3.9)**	**$6.0**	**($3.5)**	**($1.4)**	**$76.8**	**($60.6)**	**$62.5**
EBIDAM Adjustments									
Allocated Shared Services:									
Corporate	$16.9	$10.5	$12.5	$3.6	$10.1	$1.0	$0.0	$0.0	$54.6
VBS	3.5	2.1	2.5	0.8	2.1	0.2	0.0	0.0	11.2
IT	17.2	9.4	12.9	4.2	10.4	1.1	0.0	0.0	55.2
PFS Outsource	7.5	4.5	5.8	1.5	4.0	0.3	0.0	0.0	23.6
Total Shared Services	**$45.2**	**$26.4**	**$33.6**	**$10.0**	**$26.7**	**$2.7**	**$0.0**	**$0.0**	**$144.6**
Adj. EBIDAM	**$138.3**	**($17.6)**	**$29.7**	**$16.0**	**$23.2**	**$1.3**	**$76.8**	**($60.6)**	**$207.1**

Source: VHS management, company financials
Note: Excludes Verity Holdings, Verity Medical Foundation and other subsidiaries outside of the hospital corporations; financial statistics are not adjusted; detailed quality of earnings analysis will be provided at a later date

Summary of Select Balance Sheet Items

Select Balance Sheet Items (May 2018) *($ millions)*

	SFMC	SVMC	OCH	SLRH	SMC
Select Working Capital Items					
Patient Accounts Receivable, Net	$65.3	$41.8	$54.3	$17.2	$45.7
Due from Government Agencies	4.1	3.6	0.9	0.2	1.7
Inventory	6.4	6.8	5.4	2.4	3.0
Other Current Assets	43.8	10.3	13.0	3.4	7.4
Total Current Assets	**$119.5**	**$62.6**	**$73.5**	**$23.2**	**$57.7**
Accounts Payable	$9.3	$16.8	$12.9	$3.4	$9.3
Accrued liabilities & other	47.7	42.6	20.7	6.4	42.4
Payable to Third-Party Payors	1.8	1.7	0.2	0.0	0.2
Total Current Liabilities	**$58.8**	**$61.1**	**$33.9**	**$9.8**	**$52.0**

PP&E Detail *($ millions)*

	SFMC		SVMC		OCH		SLRH		SMC		SMCC	
	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total
PP&E Detail												
Land	$7.0	2%	$8.6	3%	$5.5	2%	$4.7	8%	$2.7	1%	$0.0	0%
Buildings	192.1	59%	137.2	46%	149.2	53%	16.6	30%	113.6	47%	0.2	6%
Equipment	125.7	38%	142.9	48%	118.8	42%	32.2	58%	113.4	46%	3.1	91%
Construction in Progress	3.1	1%	7.6	3%	7.1	3%	2.1	4%	14.2	6%	0.1	3%
Total	**$328.0**	**100%**	**$296.5**	**100%**	**$280.5**	**100%**	**$55.6**	**100%**	**$243.8**	**100%**	**$3.5**	**100%**
Accumulated Depreciation	(236.3)	(72%)	(248.7)	(84%)	(250.6)	(89%)	(41.1)	(74%)	(202.2)	(83%)	(2.8)	(81%)
Net PP&E	**$91.7**	**28%**	**$47.8**	**16%**	**$29.9**	**11%**	**$14.5**	**26%**	**$41.6**	**17%**	**$0.7**	**19%**

Source: VHS management, company financials
Note: Financial statistics are not adjusted; detailed quality of earnings analysis will be provided at a later date

Historical CapEx by Entity

Summary of Historical Capital Expenditures ($ millions)

	2015	2016	2017	LTM Mar. '18
Historical CapEx				
SFMC	$2.6	$1.4	$6.4	$2.8
SVMC	4.7	1.5	5.8	5.7
OCH	2.3	3.2	5.5	4.5
SLRH	0.7	0.7	2.6	3.0
SMC	2.7	5.0	13.0	12.8
SMCC	0.2	0.1	0.3	0.3
System Office	0.1	0.3	0.2	6.9
Total Capex	**$13.2**	**$12.1**	**$33.7**	**$36.1**

Source: VHS management, company financials
Note: Fiscal year ends June 30

Appendix D: Supplemental Funding Sources

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Government Supplemental Funding – Provider Fee Program

DCHS receives significant supplemental payments under the Hospital Quality Assurance Fee (aka Provider Fee) program

Program	Funding Review Frequency	Eligibility Requirements	Program Description
Hospital Quality Assurance Fee Program (Provider Fee)	Hospital Quality Assurance Fee (HQAF) program began in 2010, but the program was made permanent by the passage of Proposition 52 in November 2016 Each program period typically lasts 3 years	• For a private hospital to be eligible to receive supplemental payments the following requirements must be met, as specified in Welfare and Institutions (W&I) Code §14169.51 subdivision (ap): i. Is licensed pursuant to subdivision (a) of Section 1250 of the Health and Safety Code ii. Is in the Charitable Research Hospital peer group, as set forth in the 1991 Hospital Peer Grouping Report published by the department, or is not designated as a specialty hospital in the hospital's most recently filed Office of Statewide Health Planning and Development Annual Financial Disclosure Report, as of the first day of a program period iii. Does not satisfy the Medicare criteria to be classified as a long-term care hospital iv. Is a nonpublic hospital, nonpublic converted hospital, or converted hospital as those terms are defined in paragraphs (26) to (28), inclusive, respectively, of subdivision (a) of Section §14105.98 v. Is not a nondesignated public hospital or a designated public hospital	• The California Department of Health Care Services (DHCS) implemented its first Hospital Quality Assurance Fee (HQAF) program in 2010 • The program provides funding for supplemental payments to California hospitals that serve Medi-Cal and uninsured patients. Revenue from the HQAF also provides funding for children's health care coverage, pays direct grants to public hospitals, and reimburses DHCS for the direct costs of administering the program • California legislation program that imposes a Quality Assurance Fee (QA Fee) on certain general acute care hospitals in order to make supplemental and grant payments and increased capitation payments (Supplemental Payments) to hospitals up to the aggregate upper payment limit for various periods • The program uses fees assessed by the state on hospitals to draw down federal matching funds, which are then issued as supplemental Medi-Cal payments back to hospitals

Source: VHS management, company financials

Government Supplemental Funding – SB 855 (SFMC)

SFMC receives payments from SB 855, 1255, 1732 and 474 programs, which provide payments to disproportionate share ("DSH") hospitals that treat a high number of Medi-Cal patients

Medi-Cal Program	Funding Review Frequency	Eligibility Requirements	Program Description
Disproportionate Share Hospitals Payment Program (SB 855)	Annual	• The California Department of Health Services determines eligibility by using data from the Office of Statewide Health Planning and Development's "Annual Hospital Disclosure Report" • Federal Medicaid program requires most DSH hospitals to have at least two obstetricians (required annual certification) providing services to Medi-Cal patient • Other eligibility requirements: i. Its Medicaid Utilization Rate(MUR) must be at least one standard deviation above the statewide mean; or ii. Its Low Income Utilization Rate(LIUR) must be in excess of 25%	• The Disproportionate Share Hospital (DSH) Program is a Medi-Cal supplemental payment program established to reimburse hospitals for some of the uncompensated care costs associated with furnishing inpatient hospital services to Medi-Cal beneficiaries and uninsured individuals • Supplemental Medi-Cal payment adjustments to acute care hospitals that treat a high volume of low-income and Medi-Cal patients for inpatient care • Uses formulas to determine hospital eligibility, the amount of funding (non-federal and federal) for the program and the distribution of program funds to eligible hospitals • The DSH program receives mandatory transfers from public entities (i.e., counties, hospital districts, and the University of California) that are matched by federal Medicaid funds

Source: VHS management, company financials

Government Supplemental Funding – SB 1732 (SFMC)

SFMC receives payments from SB 855, 1255, 1732 and 474 programs, which provide payments to disproportionate share ("DSH") hospitals that treat a high number of Medi-Cal patients

Medi-Cal Program	Funding Review Frequency	Eligibility Requirements	Program Description
Construction and Renovation Reimbursement Program (SB 1732)	Project basis	• Eligibility requirements: i. DSH hospital; and ii. Must have Office of Statewide Health Planning and Development's approval for capital construction projects	• The Construction and Renovation Reimbursement Program provides supplemental Medi-Cal reimbursement to disproportionate share hospitals for debt service cost (principal and interest) of approved capital construction • Eligible hospitals must meet with the Department of Health Services to determine which capital projects will be covered, payment amounts, and payment schedules • The SB 1732 program is administered by the Department of Health Services

Source: VHS management, company financials

Government Supplemental Funding – SB 474 (SFMC)

SFMC receives payments from SB 855, 1255, 1732 and 474 programs, which provide payments to disproportionate share ("DSH") hospitals that treat a high number of Medi-Cal patients

Medi-Cal Program	Funding Review Frequency	Eligibility Requirements	Program Description
South Los Angeles Medical Services Preservation Fund (SB 474)	Ended June 30, 2018	• Hospitals impacted by the closure of MLK Hospital • MLK reopened in 2015 and the program ended as of June 30, 2018	• SB 474 creates the South Los Angeles Medical Services Preservation Fund • Supplemental Medi-Cal payments to certain designated hospitals impacted by the closure of MLK Hospital in August 2007 • SB 474 also establishes a minimum amount of $15.3 million to be made for payments to distressed hospitals • Requires the County of Los Angeles to make intergovernmental transfers to the state to fund the nonfederal share of increased Medi-Cal payments to those private hospitals that serve the South Los Angeles population formerly served by MLK-Harbor Hospital • The program is administered by the County of Los Angeles

Source: VHS management, company financials

Appendix E: List of Owned Real Estate by Entity

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SFMC Owned Properties

SFMC Owned			
Description	**Related Hospital**	**Address**	**APN**
Hospital Patient Tower	SFMC	3630 E. Imperial Highway Lynwood, CA 90262	6173-021-008
Health Services Pavilion	SFMC	3630 E. Imperial Highway Lynwood, CA 90262	[Included in Hospital APN]
Progressive Care Unit	SFMC	3630 E. Imperial Highway Lynwood, CA 90262	[Included in Hospital APN]
Family Life Center (Freestanding)	SFMC	3630 E. Imperial Highway Lynwood, CA 90262	[Included in Hospital APN]
Power Plant	SFMC	3630 E. Imperial Highway Lynwood, CA 90262	[Included in Hospital APN]
Parking Structure #1	SFMC	3630 E. Imperial Highway Lynwood, CA 90262	[Included in Hospital APN]
Huntington Park Medical Office Building	SFMC	2700 E. Slauson Ave Huntington Park, CA 90255	6320-006-069
Maywood Medical Office Building	SFMC	5953 S. Atlantic Blvd 5 Maywood, CA 90270	6313-013-028

Source: VHS management

SVMC Owned Properties

SVMC Owned			
Description	**Related Hospital**	**Address**	**APN**
Hospital	SVMC	2131 W 3rd Street Los Angeles, CA 90057	5154-018-018
Central Plant	SVMC	2131 W 3rd Street Los Angeles, CA 90057	[Included in Hospital APN]
Stauffer Wing Conference Rooms	SVMC	2131 W 3rd Street Los Angeles, CA 90057	[Included in Hospital APN]
Doheny Building	SVMC	2131 W 3rd Street Los Angeles, CA 90057	[Included in Hospital APN]
Cath Village	SVMC	2131 W 3rd Street Los Angeles, CA 90057	[Included in Hospital APN]
Annex / Boiler	SVMC	2131 W 3rd Street Los Angeles, CA 90057	[Included in Hospital APN]
Parking Structure	SVMC	2131 W 3rd Street Los Angeles, CA 90057	[Included in Hospital APN]
Mineral Rights	Unrelated to Hospital Operations	1601 Otto Road Cheyenne, WY 82001	Well No. King Ranch 11-15H
Vacant land	Unrelated to Hospital Operations	Salton Sea, California Property in Imperial County	--
Fractional Timeshare of a Condominium[1]	Unrelated to Hospital Operations	2600 Avenida Del Presidente San Clemente, CA 92672	898-066-66
Unit 25-Lot 10 of Block 572[2]	Unrelated to Hospital Operations	Rio Grande Estates, Unit 25 Valencia, NM	--

Source: VHS management
(1) Owned by St. Vincent Medical Center Foundation
(2) Owned by St. Vincent Medical Center Foundation, Lot 10 of Block 572 of Rio Grande Estates, Unit 25

OCH Owned Properties

OCH Owned			
Description	**Related Hospital**	**Address**	**APN**
O'Connor Health Center One MOB (JV)[1]	OCH	455 O'Connor Dr. San Jose, CA 95128	--
Acute Care Hospital	OCH	2105 Forest Ave San Jose, CA 95128	274-40-081
Acute Care Hospital with 2005 ED Addition (1969)	OCH	2105 Forest Ave San Jose, CA 95128	274-40-082
Acute Care Hospital with 2005 ED Addition (1981)	OCH	2105 Forest Ave San Jose, CA 95128	274-40-085
Central Plant Building	OCH	2105 Forest Ave San Jose, CA 95128	[Included in Hospital APN]
Acute Care Hospital with 2005 ED Addition (2005)	OCH	2105 Forest Ave San Jose, CA 95128	[Included in Hospital APN]
Parking Garage and Two Lots	OCH	2105 Forest Ave San Jose, CA 95128	[Included in Hospital APN]
O'Connor Medical Office Building	OCH	2101 Forest Ave San Jose, CA 95128	[Included in Hospital APN]

Source: VHS management

(1) Medical office building owned through interest in limited partnership. OCH has a preferred equity position of $4,008,000. In the remaining equity, OCH has a 75% equity share (with Toeniskoetter having the remaining 25% share). Toeniskoetter is managing partner. VMF and OCH lease space in this facility

SLRH Owned Properties

SLRH Owned			
Description	**Related Hospital**	**Address**	**APN**
Hospital (Including Helipad)	SLRH	9400 No Name Uno Gilroy, CA 95020	835-05-032
Single Dwelling (Vacant House)	SLRH	705 Las Animas Road Gilroy, CA 95020	[Included in Hospital APN]

Source: VHS management

SMC Owned Properties

SMC Owned			
Description	**Related Hospital**	**Address**	**APN**
Hospital / CT / Linear Accelerator	SMC	1900 Sullivan Ave Daly City, CA 94015	008-084-370
Employee Open Air Parking Lot	SMC	Between Parking Lot F and Hospital Daly City, CA 94015	[Included in Hospital APN]

Source: VHS management

Verity Holdings, LLC Owned Properties

Verity Holdings, LLC Owned			
Description	**Related Hospital**	**Address**	**APN**
Parking Lot	SFMC	3633 Martin Luther King Jr. Blvd. Lynwood, CA 90262	6173-015-047
Ministry Services Building[(1)]	SFMC	3663 Martin Luther King Jr. Blvd. Lynwood, CA 90262	6173-019-022
Parking Lot[(1)]	SFMC	3621 Martin Luther King Jr. Blvd Lynwood, CA 90262	6173-015-048
Five Unit Apartment	SFMC	3570 Brenton Avenue Lynwood, CA 90057	6191-016-008
Medical Office Building	SLRH	18550 Depaul Drive Morgan Hill, CA 95037	728-31-013
Previous Hospital Facility (Vacant)	SLRH	18500 Depaul Drive Morgan Hill, CA 95037	728-31-013
Serramonte Medical Dental Center	SMC	1500 Southgate Ave. Daly City, CA 94015	008-521-110
SMOC#1 Medical Office Building	SMC	1800 Sullivan Ave. Daly City, CA 94015	008-084-470
SMOC#2 Medical Office Building	SMC	1850 Sullivan Avenue Daly City, CA 94015	008-084-460
Vacant Land/Green Space	SMC	1800/1850 Sullivan Ave Daly City, CA 94015	008-084-500
Employee and Overflow Parking West of Hospital	SMC	1900 Sullivan Ave Daly City, CA 94015	008-271-430
Vacant Land West of Hospital	SMC	1900 Sullivan Ave Daly City, CA 94015	008-104-120

Source: VHS management
(1) Properties/details to be verified

Verity Holdings, LLC Owned Properties (cont'd)

Verity Holdings, LLC Owned			
Description	**Related Hospital**	**Address**	**APN**
Employee and Overflow Parking West of Hospital	SMC	1900 Sullivan Ave Daly City, CA 94015	008-104-100
Employee and Overflow Parking West of Hospital	SMC	1900 Sullivan Ave Daly City, CA 94015	008-104-110
Visitor Parking South of Hospital	SMC	1900 Sullivan Ave Daly City, CA 94015	008-520-190
Access Road/Green Belt	SMC	1800/1850 Sullivan Ave Daly City, CA 94015	008-084-480
Access Road/Green Belt	SMC	1800/1850 Sullivan Ave Daly City, CA 94015	008-084-540
Parking	SMC	1800/1850 Sullivan Ave Daly City, CA 94015	008-084-430
Parking	SMC	1800/1850 Sullivan Ave Daly City, CA 94015	008-084-440
Vacant Land/Green Space	SMC	1800/1850 Sullivan Ave Daly City, CA 94015	008-084-520
Vacant Land/Green Space	SMC	1800/1850 Sullivan Ave Daly City, CA 94015	008-084-530
Seton Medical Center Coastside (Hospital and Nursing Home)	SMCC	600 Marine Blvd Moss Beach, CA 94038	037-160-090
St. Vincent Professional Office Building	SVMC	199 & 201 S. Alvarado Street Los Angeles 90057	5154-018-019
Mark Taper a/k/a MTTC Building[1]	SVMC	2200 W. 3rd St. Los Angeles, CA 90057	5154-034-006

Source: VHS management
(1) Connected to Hospital via Sky Bridge

Verity Holdings, LLC Owned Properties (cont'd)

Verity Holdings, LLC Owned			
Description	**Related Hospital**	**Address**	**APN**
Seton Hall Convent / Guest Lodge	SVMC	262 & 272 S Lake Street / 2120 Valley Los Angeles, CA 90057	5154-018-021
Ocean View Pavillion	SVMC	2222 Ocean View Avenue Los Angeles, CA 90057	5154-033-021
Vacant	SVMC	143 S. Alvarado St. Los Angeles, CA 90057	5154-008-012
Vacant Land	SVMC	171 S. Alvarado St. Los Angeles, CA 90057	5154-018-020
Vacant Land	Unrelated to Hospital Operations	3405 Spring Valley Rd. Clearlake Oaks, CA 95423	062-251-09
Vacant Land	Unrelated to Hospital Operations	3449 Wolf Creek Rd. Clearlake Oaks, CA 95423	062-112-03
Twenty-Nine Palms Property	Unrelated to Hospital Operations	Highway 81 San Bernadino, CA	0625-251-13-0000
Vacant Land[(1)]	Unrelated to Hospital Operations	San Bernadino, CA	0420-204-05-0000

Source: VHS management
(1) TRACT 4408 LOT 34 TRACT NO 4408 LOT 34 EX MNL RTS RESERVATION OF RECORD

Title 11, California Code of Regulations, § 999.5(d)(2)(D)

Exhibit 2

CAIN BROTHERS
A division of
KeyBanc Capital Markets

601 California Street, Suite 1505
San Francisco, CA 94108
Main (415) 982 6536
Fax (415) 398 3365
cainbrothers.com

CONFIDENTIAL

July 27, 2018

To whom it may concern:

On behalf of Verity Health System of California, Inc. and its subsidiaries and affiliates, (collectively, "VHS" or the "Company"), we are pleased to provide you with guidelines for submitting a proposal in connection with potential partnerships, joint ventures or purchases of the entire system, individual medical centers or for other VHS assets, such as medical office buildings (the "Transaction"). Cain Brothers, a division of KeyBanc Capital Markets ("Cain Brothers"), has been engaged as the exclusive investment banker to VHS to assist the organization in exploring strategic alternatives. To assist in the evaluation of this opportunity by interested parties, a confidential information memorandum describing the assets has been attached hereto as Exhibit A. VHS will also provide access to an electronic data room with preliminary due diligence information.

The Company is seeking indication(s) of interest to be submitted in writing to Cain Brothers no later than **5:00pm PT on Friday, August 3, 2018,** and should be sent via email to:

Carsten Beith
Managing Director
Telephone: (312) 604-0500
Email: cbeith@cainbrothers.com

Jim Moloney
Managing Director
Telephone: (415) 962-2961
Email: jmoloney@cainbrothers.com

Ben Herbert
Director
Telephone: (415) 962-2957
Email: bherbert@cainbrothers.com

Elizabeth Kim
Vice President
Telephone: (415) 962-2921
Email: ekim@cainbrothers.com

Chris McMillan
Vice President
Telephone: (415) 962-2923
Email: cmcmillan@cainbrothers.com

Please submit requests for access to the electronic data room via email to Ethan Hallberg at ehallberg@cainbrothers.com and Devan Ponciroli at dponciroli@cainbrothers.com, and include each individual's name, organization and email address.

VHS's preference is a sale of the system as a going concern maintaining current levels of patient care, but VHS remains flexible both as to the sale of individual medical centers and/or other VHS assets and how that could be achieved, including whether through a transaction outside of a legal proceeding, or through a legal proceeding, and to considering offers which assume alternative uses of any or all facilities. In constructing an offer, the partner, joint venturer, or buyer may propose any structure that will allow it to maximize the total consideration for the assets whether through cash purchase, the assumption of liabilities or both. Proposals will be evaluated based on multiple factors, including financial consideration, mission

compatibility, employee retention and compensation, treatment of certain major agreements, such as the collective bargaining agreements, timing and certainty of closing, amongst others. After reviewing the indications of interest submitted in the initial round of the process, VHS expects to provide bidders further information regarding the process.

In order to allow VHS to evaluate the interested parties and the terms of the proposed transaction, your indication of interest should include the following items in the order presented:

1. **Organization Overview:** A detailed description of your organization, including a summary of your financial wherewithal and experience with similar operations and transactions, if your proposal provides for continuing the current use of the assets you propose to acquire.
2. **Form of Transaction:** A detailed description of the proposed transaction structure including (i) the acquiring entity, (ii) a detailed description of which assets are included in the proposed Transaction, (iii) the purchase price for the acquired assets on a cash free, debt free basis, including the allocation of the purchase price among each hospital (assuming the offer is for more than one hospital) and assets owned by non-hospital corporations such as medical office buildings or other assets, and (iv) the form of consideration, and your expectations surrounding the acquisition of the Company's working capital assets (excluding cash) and assumption of any liabilities.
3. **Source of Financing:** A description of the expected sources and uses for the proposed Transaction; to the extent that some or all of the consideration to be paid to VHS will come from third-party capital sources, please list those sources (bond issue, bank loan, etc.) and the earliest expected date for completing such financing.
4. **System Executive Leadership and Hospital Executive Leadership:** Based on the information provided, please state your preliminary intentions and/or requirements with respect to VHS management's and hospital management's role post-Transaction, including the terms of any agreements (e.g., employment) you propose to be executed and the individuals you expect to be a party to such agreements, if any.
5. **Operations:** A summary description of the strategic plan for the facilities, including a discussion of the impact of the Transaction to staffing levels and members of the medical staff.
6. **Collective Bargaining Agreements ("CBA"):** A summary of your intentions vis-a-vis VHS's collective bargaining agreements.
7. **Post-Retirement Obligations:** A summary of the anticipated treatment of VHS's post-retirement obligations including the multi-employer and single-employer pension plans.
8. **Required Approvals:** A summary of the internal approval process by your board or governing body including the timing and your ability to operate in an expedited manner to process necessary approvals required prior to execution of a definitive agreement and the closing of the Transaction.
9. **Due Diligence:** A due diligence request list setting forth the information your organization will need to review prior to completing due diligence and executing a definitive agreement if selected by VHS.
10. **Contingencies:** A discussion of any contingencies, caveats and approvals of which VHS should be aware in evaluating your proposal.
11. **Key Contacts:** A list of the names, phone numbers, and emails of your internal team and any outside advisors and legal counsel with whom we should discuss your preliminary proposal.

Any proposal submitted by you will be subject to the terms of the Confidentiality Agreement that you have executed. This letter along with its attachments and all discussions with Cain Brothers regarding VHS and

its assets shall be treated as confidential information by you and your agents pursuant to such Confidentiality Agreement.

All meetings and information to be provided will be coordinated through Cain Brothers. Cain Brothers will remain available to respond to questions or reasonable requests for additional information. All such requests should be directed to Ben Herbert at (415) 962-2957 or bherbert@cainbrothers.com and Chris McMillan at (415) 962-2923 or cmcmillan@cainbrothers.com. **Under no circumstances should employees of VHS or any member of the medical staff of any of the hospitals be contacted directly regarding this Transaction.** In no event shall this transaction process or your participation herein be discussed with any third parties.

VHS expressly reserves the right, at its sole discretion, to evaluate the terms and conditions of any proposal, to accept or reject any such proposal for further consideration without specifying reasons therefore, and to alter or terminate this process at any time. Until such time, if any, that VHS and an interested party enter into mutually satisfactory definitive agreements, no binding arrangement will exist as to a strategic transaction with VHS as contemplated herein. Each interested party is responsible for its own expenses, and no interested party shall be entitled for any reason to be reimbursed for costs or expenses incurred in connection with a potential Transaction.

If you have any questions regarding the procedures governing the invitation as detailed in this letter, please feel free to contact us. Both VHS and Cain Brothers appreciate your interest and look forward to your response.

Sincerely,

[redacted]

Carsten Beith
Managing Director

[redacted]

Jim Moloney
Managing Director

Title 11, California Code of Regulations, § 999.5(d)(2)(D)

Exhibit 3

CAIN BROTHERS
A division of
KeyBanc Capital Markets

601 California Street, Suite 1505
San Francisco, CA 94108
Main (415) 982 6536
Fax (415) 398 3365
cainbrothers.com

CONFIDENTIAL

August 23, 2018

To whom it may concern:

On behalf of Verity Health System of California, Inc. and its subsidiaries and affiliates, (collectively, "VHS" or the "Company"), we would like to thank you for your continued interest in pursuing a potential transaction with the Company (the "Transaction"). This letter outlines the procedures and guidelines for submitting a revised proposal to acquire some or all of the assets of VHS (the "Proposal"). In preparing your Proposal, please be sure to specifically address the items outlined in this letter. Management, Cain Brothers and Dentons, the Company's legal counsel, will be available to consult with you and assist with your due diligence or answer any questions that you may have.

The Company is seeking Proposals by **5:00pm PT on Friday, August 31, 2018.** Your Proposal should be sent via email to project_phoenix@keybank.com and to:

Carsten Beith
Managing Director
Telephone: (312) 604-0500
Email: cbeith@cainbrothers.com

Jim Moloney
Managing Director
Telephone: (415) 962-2961
Email: jmoloney@cainbrothers.com

VHS's preference is to structure a sale of the system as a going concern maintaining current levels of patient care. VHS, however, remains flexible regarding the sale of individual medical centers and/or other VHS assets and will consider offers that assume alternative uses of any or all facilities. In constructing an offer, the partner, joint venturer, or buyer may propose any structure that will allow it to maximize the total consideration for the assets whether through cash purchase, the assumption of liabilities or both.

Proposals will be evaluated based on multiple factors, including financial consideration; mission compatibility; employee retention and maintenance of current compensation; treatment of certain major agreements, such as the collective bargaining agreements; timing; and certainty of closing, among others. After reviewing the Proposals, VHS intends to select no more than two candidates per individual asset or for the entire system, as the case may be, to proceed to the final stage of the process. This concluding phase will include confirmatory due diligence and the final negotiations of the Definitive Agreements. The Company has directed Cain Brothers and Dentons to work with interested parties to have Definitive Agreements ready for execution by the end of September. Accordingly, your bid should reflect your highest and best offer. Preference will be given to definitive offers that a partner, joint venture, or buyer would be prepared to execute in the form submitted.

Your Proposal should include the following items:

1. **Definitive Agreement:** Submit any changes that you would require to the asset purchase agreements ("APAs") posted in the data room (folder 1.6) in the form of an electronic mark-up or detailed issues list or memorandum. The Company would consider alternative forms of APAs satisfactory to the bidder to the extent that the framework contemplates an "as is, where is" Transaction.

2. **Proposal Summary:** Please summarize your offer in a letter that clearly indicates the following:

   a. **Assets Acquired**: Provide a description of the proposed Transaction structure including (i) the acquiring entity and (ii) a detailed description of which assets are included in the proposed Transaction, including the treatment of net working capital.

   b. **Purchase Price:** Indicate a purchase price for the acquired assets on a cash-free, debt-free basis, including the allocation of the purchase price among each hospital (assuming the offer is for more than one hospital) and assets owned by non-hospital corporations such as medical office buildings or other assets.

   c. **Sources of Financing:** Describe with specificity your expected sources of funds. Confirm that such financing will be fully committed at the time of execution of the Definitive Agreements and that consummation of the Transaction will not be contingent on obtaining financing. Include appropriate documentation of any such commitment, including signed commitment papers. Any description of your financing arrangements should demonstrate your ability to finance the Transaction.

   d. **Collective Bargaining Agreements ("CBA"):** Summarize your plans for VHS's collective bargaining agreements. Provide an overview of modifications, if any, that you would be seeking as part of your Proposal.

   e. **Post-Retirement Obligations:** Summarize the anticipated treatment of VHS's post-retirement obligations including the multi-employer and single-employer pension plans. Describe your retirement benefits plan that you would anticipate offering to employees in the event that you didn't assume the post-retirement obligations.

   f. **Due Diligence:** Please provide a summary of due diligence completed to date, a detailed list of any remaining diligence, including the names of third-party advisors, and a timetable of any additional work required to complete your due diligence prior to signing Definitive Agreements. Management, Cain Brothers, Dentons and the Company's other advisors/consultants are available to assist you and your third-party advisors.

   g. **Authorization/Approvals:** Comment on your organization's willingness to execute the Definitive Agreement that you submit, noting what internal approvals, if any, still remain outstanding. Describe the level within your organization that this Proposal has been reviewed. Include an overview of any necessary board committee, board of directors, shareholder, financing source and regulatory approvals.

   h. **Closing:** Please provide the date by which you intend to close the Transaction together with a list of all significant remaining milestones to closing.

   i. **Other Matters:** Please detail any other important matters of which VHS and its advisors should be aware regarding your Proposal and the consummation of a Transaction with you.

Any Proposal submitted by you will be subject to the terms of the Confidentiality Agreement that you have executed. This letter along with its attachments and all discussions with Cain Brothers regarding VHS and its assets shall be treated as confidential information by you and your agents pursuant to such Confidentiality Agreement.

All meetings and information to be provided will be coordinated through Cain Brothers. Cain Brothers will remain available to respond to questions or reasonable requests for additional information. All such requests should be directed to Ben Herbert at (415) 962-2957 or bherbert@cainbrothers.com and Chris McMillan at (415) 962-2923 or cmcmillan@cainbrothers.com. **Under no circumstances should management, directors, or any other employees of the Company, clients, vendors, or other parties associated with the Company be contacted directly regarding this Transaction. In no event shall the existence and contents of this letter, the Transaction process, or your participation herein, including the existence, status, and content of your Proposal, be disclosed publicly or discussed by you or your employees, agents, counsel, financial, and other advisors with any third parties except as permitted by the Confidentiality Agreement.** In no event shall this Transaction process or your participation herein be discussed with any third parties.

VHS expressly reserves the right, at its sole discretion, to evaluate the terms and conditions of any Proposal, to accept or reject any such Proposal for further consideration without specifying reasons therefore, and to alter or terminate this process at any time. Until such time, if any, that VHS and an interested party enter into mutually satisfactory Definitive Agreements, no binding arrangement will exist as to a strategic Transaction with VHS as contemplated herein. Each interested party is responsible for its own expenses, and no interested party shall be entitled for any reason to be reimbursed for costs or expenses incurred in connection with a potential Transaction.

If you have any questions regarding the procedures governing the invitation as detailed in this letter, please feel free to contact us. Both VHS and Cain Brothers appreciate your interest and look forward to your response.

Sincerely,

Carsten Beith
Managing Director

Jim Moloney
Managing Director

Title 11, California Code of Regulations, § 999.5(d)(2)(D)

Exhibit 4

From: Project Phoenix

Sent: Wednesday, February 20, 2019 11:00 AM

Cc: Project Phoenix <project_phoenix@keybank.com>; Moloney, Jim <JMoloney@cainbrothers.com>; Beith, Carsten <cbeith@cainbrothers.com>

Subject: Project Phoenix – KPC Bid Procedures

Good evening –

In its capacity as advisor to Verity Health System, Cain Brothers is providing you with the attached notice outlining the bid procedures for the Section 363 auction to be held for St. Francis Medical Center, St. Vincent Medical Center, Seton Medical Center, Seton Medical Center Coastside, and related assets. Please review the attached Bidding Procedures carefully and reply all to this email if you are seeking to be a qualified bidder and intend to submit a qualified bid in the auction. Parties who remain interested in submitting a qualified bid or bids, including full and/or partial bids, should notify Cain Brothers of their intent no later than February 22, 2019 at 4:00 p.m. Pacific Time in order to maintain access to the Phoenix Cain electronic data room.

CAIN BROTHERS
A division of
KeyBanc Capital Markets

One California St., Suite 2400
San Francisco, CA 94111
Main (415) 982 6536
Fax (415) 398 3365
cainbrothers.com

General Notice

On February 19, 2019, the United States Bankruptcy Court for the Central District of California, Los Angeles Division (the "Bankruptcy Court"), entered an order (the "Bidding Procedures Order") granting the motion filed by Verity Health System and its affiliated debtors (the "Company") approving, among other things, the auction format and bid procedures for the sale of substantially all of the assets of St. Francis Medical Center, St. Vincent Medical Center, St. Vincent Dialysis Center, Seton Medical Center and Seton Medical Center Coastside, under Section 363 of the United States Bankruptcy Code (the "Bid Procedures").

The Bid Procedures Order provides that the stalking horse bid of Strategic Global Management, Inc. (the "Stalking Horse Bidder") will serve as a baseline for evaluating higher and better offers for the assets. In order to qualify for participation in a potential auction, competing bidders must submit the materials required by the Bid Procedures no later than **March 28, 2019, at 4:00 p.m. Pacific Time,** for a partial bid or **April 3, 2019, at 4:00 p.m. Pacific Time,** for a full bid. The bid must also comply with each of the requirements set forth in the Bid Procedures, which are attached to the Bidding Procedures Order included as an exhibit to this notice and listed as Docket #1572, a copy of which is also available at http://www.kccllc.net/verityhealth. All interested parties are encouraged to review the Bid Procedures in their entirety.

If the Company receives "qualified bids" as defined in the Bidding Procedures Order, qualified bidders will be invited to participate in an auction to take place on April 8, 2019, at 10 a.m. Pacific Time, for partial bids and April 9, 2019, at 10 a.m. Pacific Time, for full bids.

The above description of procedures is not comprehensive and is subject to change. Parties interested in access to the Bankruptcy Court docket should continue to visit http://www.kccllc.net/verityhealth.

Parties interested in participating in the Company's sale process should contact Ben Herbert of Cain Brothers at (415) 962-2957 or bherbert@cainbrothers.com, with a cc to project_phoenix@keybank.com.

NOTICE:
Parties who remain interested in submitting a qualified bid or bids, including full and/or partial bids, should notify Cain Brothers of their intent no later than **February 22, 2019 at 4:00 p.m. Pacific Time** in order to maintain access to the Phoenix Cain electronic data room. Parties who do not respond will have their access to the data room revoked at that time. Notifying Cain Brothers of your intent to submit a qualified bid does not constitute a commitment to participate in the potential auction.

SAMUEL R. MAIZEL (Bar No. 189301)
samuel.maizel@dentons.com
TANIA M. MOYRON (Bar No. 235736)
tania.moyron@dentons.com
DENTONS US LLP
601 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5704
Tel: (213) 623-9300 / Fax: (213) 623-9924

Attorneys for the Chapter 11 Debtors and Debtors In Possession

FILED & ENTERED

FEB 19 2019

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY gonzalez DEPUTY CLERK

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION

CHANGES MADE BY COURT

In re

VERITY HEALTH SYSTEM OF CALIFORNIA, INC., *et al.*,

Debtors and Debtors In Possession.

☒ Affects All Debtors

☐ Affects Verity Health System of California, Inc.
☐ Affects O'Connor Hospital
☐ Affects Saint Louise Regional Hospital
☐ Affects St. Francis Medical Center
☐ Affects St. Vincent Medical Center
☐ Affects Seton Medical Center
☐ Affects O'Connor Hospital Foundation
☐ Affects Saint Louise Regional Hospital Foundation
☐ Affects St. Francis Medical Center of Lynwood Foundation
☐ Affects St. Vincent Foundation
☐ Affects St. Vincent Dialysis Center, Inc.
☐ Affects Seton Medical Center Foundation
☐ Affects Verity Business Services
☐ Affects Verity Medical Foundation
☐ Affects Verity Holdings, LLC
☐ Affects De Paul Ventures, LLC
☐ Affects De Paul Ventures - San Jose Dialysis, LLC

Debtors and Debtors In Possession.

Lead Case No. 2:18-bk-20151-ER

Jointly Administered With:
Case No. 2:18-bk-20162-ER
Case No. 2:18-bk-20163-ER
Case No. 2:18-bk-20164-ER
Case No. 2:18-bk-20165-ER
Case No. 2:18-bk-20167-ER
Case No. 2:18-bk-20168-ER
Case No. 2:18-bk-20169-ER
Case No. 2:18-bk-20171-ER
Case No. 2:18-bk-20172-ER
Case No. 2:18-bk-20173-ER
Case No. 2:18-bk-20175-ER
Case No. 2:18-bk-20176-ER
Case No. 2:18-bk-20178-ER
Case No. 2:18-bk-20179-ER
Case No. 2:18-bk-20180-ER
Case No. 2:18-bk-20181-ER

Hon. Ernest M. Robles

ORDER (1) APPROVING FORM OF ASSET PURCHASE AGREEMENT FOR STALKING HORSE BIDDER AND FOR PROSPECTIVE OVERBIDDERS, (2) APPROVING AUCTION SALE FORMAT, BIDDING PROCEDURES AND STALKING HORSE BID PROTECTIONS, (3) APPROVING FORM OF NOTICE TO BE PROVIDED TO INTERESTED PARTIES, (4) SCHEDULING A COURT HEARING TO CONSIDER APPROVAL OF THE SALE TO THE HIGHEST BIDDER AND (5) APPROVING PROCEDURES RELATED TO THE ASSUMPTION OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (II) AN ORDER (A) AUTHORIZING THE SALE OF PROPERTY FREE AND CLEAR OF ALL CLAIMS, LIENS AND ENCUMBRANCES; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

Hearing:
Date: February 6, 2019
Time: 10:00 am
Location: Courtroom 1568, 255 E. Temple St., Los Angeles, CA

DENTONS US LLP
601 SOUTH FIGUEROA STREET, SUITE 2500
LOS ANGELES, CALIFORNIA 90017-5704
(213) 623-9300

TONS US LLP
601 SOUTH FIGUEROA STREET, SUITE 2500
LOS ANGELES, CALIFORNIA 90017-5704
(213) 623-9300

This matter coming before the Court on the motion (the "Motion")[1] of the above-captioned debtors and debtors in possession (the "Debtors") for the entry of an Order, as applicable, pursuant to Sections 105(a), 363, and 365 of Title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6004, 6006, 9007, and 9014 of the Federal Rules of Bankruptcy Procedure (as amended from time to time, the "Bankruptcy Rules"), and Rule 6004-1 and 9013-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Central District of California ("LBR") (i)(a) approving form of asset purchase agreement for the Stalking Horse Purchaser and for prospective Overbidders (the "Stalking Horse APA"); (b) approving auction sale format, bidding procedures (the "Bidding Procedures") and stalking horse bid protections; (c) approving the form of notice to be provided to interested parties; (d) scheduling the Auction and a court hearing to consider approval of the sale to the highest bidder; and (e) approving procedures related to the assumption and assignment of certain executory contracts and unexpired leases to the Successful Bidder; (ii) authorizing the sale of property free and clear of all claims, liens and encumbrances; and (iii) granting related relief; the Court having found that (i) the Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; (ii) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b); and (iv) notice of the Motion was sufficient under the circumstances and properly given, and it appearing that no other or further notice need be provided; and a hearing on the proposed bid and sale procedures as detailed in the Motion having been held; and after due deliberation the Court having determined that the relief requested in the Motion with respect to proposed bid and sale procedures is in the best interests of the Debtors, their estates, and their creditors; ~~and for the reasons set forth in the Court's tentative~~

[1] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

~~ruling (the "Tentative Ruling") [Doc. No. 1488], which the Court adopts as its final ruling and which is incorporated herein by reference,~~ [2]and good and sufficient cause having been shown;

AND IT IS FURTHER FOUND AND DETERMINED THAT: [3]

A. The statutory and legal predicates for the relief requested in the Motion and provided for herein are Sections 105(a), 363, and 365 of Title 11 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, 9013 and 9014, and Local Bankruptcy Rules 6004-1, and 9013-1.

B. In the Motion and at the hearing on the Motion, the Debtors demonstrated that good and sufficient notice of the relief granted by this Order has been given and no further notice is required. A reasonable opportunity to object or be heard regarding the relief granted by this Order has been afforded to those parties entitled to notice pursuant to Bankruptcy Rule 2002 and all other interested parties.

C. The Debtors' proposed notice of the Bidding Procedures, the Auction and the hearing to approve the sale (the "Sale") of the Assets (the "Sale Hearing") is appropriate and reasonably calculated to provide all interested parties with timely and proper notice, and no other or further notice is required.

D. The Bidding Procedures substantially in the form attached hereto as Exhibit 1 are fair, reasonable, and appropriate and are designed to maximize the recovery from the Sale of the Assets.

E. The Break-Up Fee, in the amount set forth below, (i) is reasonable and appropriate given, among other things, the size and nature of the Sale and the efforts that will have been

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[2] Because material changes were made to the Court's Tentative Ruling on the record at the hearing, the Court has not posted the Tentative Ruling to the CM/ECF docket.

[3] The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent that any of the following conclusions of law constitute findings of fact, they are adopted as such.

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expended, and will continue to be expended, by the Stalking Horse Purchaser, and (ii) is a material inducement for, and a condition of, the Stalking Horse Purchaser's entry into the Stalking Horse APA.

F. The form of the Stalking Horse APA is fair and reasonable and provides flexibility in the process to sell the Assets in a manner designed to maximize the value of the Assets.

G. The assumption and assignment procedures described in the Motion and provided for herein (the "Assumption and Assignment Procedures") and the Cure Notice are reasonable and appropriate and consistent with the provisions of Section 365 of the Bankruptcy Code and Bankruptcy Rule 6006. The Assumption and Assignment Procedures and the Cure Notice have been narrowly tailored to provide an adequate opportunity for all non-debtor counterparties to the Assumed Executory Contracts to assert an Assumption Objection.

H. Entry of this Order is in the best interests of the Debtors, their estates and creditors, and all other parties in interest.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth herein.

2. To the extent that the International Union of Operating Engineers, Stationary Engineers Local 39 [Doc. No. 1355], the Service Employees International Union, United Healthcare WorkersWest [Doc. No. 1354], the California Nurses Association [Doc. No. 1359], and the United Nurses Association of California/Union of Health Care Professionals (collectively, the "Unions") assert that the Debtors are required to reject the Collective Bargaining Agreements prior to entering into the Stalking Horse APA, the Unions' objections are overruled. Additionally, the Union's objection that the Bidding Procedures do not sufficiently incentivize prospective purchasers to assume Collective Bargaining Agreements (the "CBAs") to which the Unions are parties is overruled. The Court finds that requiring the Debtors to provide a precise

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quantification of the value to be accorded to the assumption of liabilities arising under the CBAs would unduly impair the Debtors' flexibility in the conduct of the auction of the Debtors' assets, and would likely yield suboptimal results for all stakeholders. The Debtors must be allowed to conduct the auction in accordance with their business judgment, especially given the complexity of an auction of this type. Precise quantification of the valuation to be afforded to assumption of the CBAs would not be of material assistance to the sophisticated participants in this auction, who will be assisted by professional advisors using their own detailed financial models and projections. ~~to the Bidding Procedures are overruled as set forth in the Tentative Ruling, at Section II ¶ C.~~ This Order does not prevent the Unions from raising objections under § 1113 at the Sale Hearing. However, the Unions' contention that the Stalking Horse APA and the associated bidding procedures cannot be approved prior to the adjudication of § 1113 issues is without merit.

3. The objection filed by St. Vincent IPA Medical Corporation and Angeles IPA [Doc. No. 1388] is premature and may be raised at the Sale Hearing. With respect to the objection filed by Hooper Healthcare Consulting LLC ("Hooper") [Doc. No. 1397], to the extent that Hooper asserts that it is entitled to receive notification of the treatment of its Net Benefit Compensation (as that term is defined in Doc. No. 1397) prior to selection of the Successful Bidder, its objection is overruled. Hooper may raise any objections regarding its Net Benefit Compensation or the assumption and assignment of its executory contract at the Sale Hearing. Hooper's objection to the timeline proposed by the Debtors with respect to the assumption and assignment of executory contracts is overruled. ~~To the extent that Hooper The objections filed by (i) St. Vincent IPA Medical Corporation and Angeles IPA [Doc. No. 1388], and (ii) Hooper Healthcare Consulting LLC [Doc. No. 1397] are overruled for the reasons set forth in the Tentative Ruling, Section II ¶ G & J.~~

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4. The objection filed by the Official Committee of Unsecured Creditors (the "Committee") [Docket Nos. 1399, 1401, 1402] and the *Joint Supplement to Objection and Response to Debtors' Sale Motion* [Docket No. 1279] filed by the Committee, UMB Bank, N.A., and Wells Fargo Bank, National Association, is overruled in part and sustained in part with respect to the revised Section 8.6 of the Stalking Horse APA and the Break-Up Fee, as set forth below.

5. As to the objection filed by the County of San Mateo and the Health Plan of San Mateo [Doc. No. 1361], the restrictions and limitations set forth in § 5.1(b) of the Stalking Horse APA on communications between SGM and governmental authorities shall apply only to communications regarding licensing or regulation of the Hospitals with the relevant licensing or regulatory authorities. Such restrictions shall not apply to communications involving SGM (or any other prospective buyers) and any governmental authority on subjects unrelated to licensing or regulation by that authority.

6. The Court does not rule on the objections filed by MGH Painting Inc. [Doc. No. 1358], Belfor USA Group, Inc. [Doc. No. 1364], and the California Attorney General [Doc. No. 1352], ~~Centers for Medicare and Medicaid Services~~; all such objections are premature and are preserved for the Sale Hearing and may be raised at that time. All objections to the relief requested in the Motion that have not been withdrawn, waived or settled are overruled.

7. The objection of Cigna Healthcare of California, Inc. ("Cigna") [Doc. Nos. 1349 and 1459] is sustained. The Debtors shall, no later than the earlier of (i) 48 hours after the conclusion of the Auction, or (ii) thirty (30) days prior to the Closing Date, provide Cigna with written notice of its irrevocable decision as to whether or not the Debtors propose to assume and assign any or all of the Cigna Provider Agreements as part of the Sale; provided, however, that such notice shall be irrevocable only to the extent that the Successful Bidder's transaction is

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approved by this Court and an order thereon becomes final and non-appealable. The Debtors shall provide the same notice to UnitedHealthcare Insurance Company.

8. The objections filed by the U.S. Department of Health and Human Services and Centers for Medicare and Medicaid Services [Doc. No. 1346] and the California Department of Health Care Services [Doc. No. 1353] are continued, as resolved by stipulations [Docket Nos. 1458 and 1473, respectively], approved by orders entered on [Docket Nos. 1465 and 1483, respectively].

9. The Bidding Procedures attached hereto as Exhibit 1 are **APPROVED**.[4]

10. Strategic Global Management, Inc. or an affiliate to be designated (the "Stalking Horse Purchaser") is hereby **APPROVED** to be and designated as the Stalking Horse Purchaser as to the Assets, and the form of the Stalking Horse APA is hereby **APPROVED**.

11. Subject to the Bidding Procedures and approval of the Sale at the Sale Hearing, the Debtors' entry into the Stalking Horse APA (including any amendments thereto) is hereby **APPROVED** subject to the following modifications:

(i) the following language is added to Section 6.1(b)(2): "In the event that Purchaser terminates this Agreement in accordance with Section 8.6 hereof, expenses of Purchaser incurred in satisfaction of Section 8.6 shall be reimbursed up to $500,000";

(ii) Section 8.6 shall be replaced by the following revised Section 8.6:

> 8.6 **Attorney General Provisions**. Purchaser recognizes that the transactions contemplated by this Agreement may be subject to review and approval of the CA AG. Purchaser agrees to close the transactions contemplated by this Agreement so long as any conditions imposed by the CA AG are substantially consistent with the conditions set forth, as Purchaser Approved Conditions, in Schedule 8.6. In the event the CA AG imposes conditions on the transactions contemplated by this Agreement, or on Purchaser in connection therewith, which are materially different than the Purchaser Approved Conditions set forth

[4] For the convenience of parties in interest, a chart listing important dates set forth in this Order is attached hereto as Exhibit 2.

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on Schedule 8.6 (the "Additional Conditions"), Sellers shall have the opportunity to file a motion with the Bankruptcy Court seeking the entry of an order ("Supplemental Sale Order") finding that the Additional Conditions are an "interest in property" for purposes of 11 U.S.C. § 363(f), and that the Assets can be sold free and clear of the Additional Conditions without the imposition of any other conditions, which would adversely affect the Purchaser. For purposes of this Section 8.6, Additional Conditions which individually or collectively impose a direct or indirect cost to Purchaser of $5 million, or more, shall be conclusively deemed to be "materially different." If Sellers determine not to seek such Supplemental Sale Order, or fail to obtain such Supplemental Sale Order within 60 days of the Attorney General's imposition of Additional Conditions, Purchaser shall be entitled to terminate this Agreement and receive the return of its Good Faith Deposit. If Sellers timely obtain such Supplemental Sale Order from the Bankruptcy Court or another court, Purchaser shall have a period of 21 business days from the entry of such order (the "Evaluation Period") to determine, in the exercise of the Purchaser's reasonable business judgment and in consultation with Purchaser's financing sources, whether to proceed to consummate the transactions contemplated by this Agreement; provided, however, (i) Purchaser shall not terminate or provide notice of termination of the Stalking Horse APA based on the Seller's failure to satisfy the condition set forth under this Section 8.6 until the expiration of the Evaluation Period as may be extended herein, and (ii) the Evaluation Period may be extended by the Debtors, in consultation with the Consultation Parties, by up to 90 days for any appeal properly perfected with respect to the Supplemental Sale Order (the "Extended Evaluation Periods"). For the avoidance of doubt, if the Debtors or any of the Consultation Parties dispute the reasonableness of the exercise of the Purchaser's business judgment, such dispute shall be determined by the Bankruptcy Court only in the context of an adversary proceeding. If, at the conclusion of the Extended Evaluation Periods, such Supplemental Sale Order has not become a final, non-appealable order and Purchaser determines not to proceed, Purchaser shall have the right within ten (10) business days after the conclusion of the Extended Evaluation Periods to terminate this Agreement and receive the return of its Good Faith Deposit. Sellers shall provide Purchaser with prompt written notice of the conclusion of the Extended Evaluation Periods and whether the Supplemental Sale Order has become a final, non-appealable order. For purposes of this Section 8.6, "a final, non-appealable order" shall include a Supplemental Sale Order (i) which has been affirmed or the appeal of which has been dismissed by any appellate court and for which the relevant appeal period has expired (other than any right of appeal to the U.S. Supreme Court), or (ii) which has been withdrawn by the appellant. If the Supplemental Sale Order becomes a final, non-appealable order prior to the expiration of the Evaluation Period or, if applicable, the

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> Extended Evaluation Periods, Purchaser shall consummate the Sale provided that all other conditions to closing have been satisfied. During any Evaluation Period or Extended Evaluation Periods, Purchaser shall reasonably cooperate in any efforts to render the Supplemental Sale Order a final, non-appealable order, including timely taking reasonable steps in preparation for closing of the transactions described in this Agreement; provided, however, Purchaser shall not be obligated to expend more than $500,000. For the avoidance of doubt, neither this provision, nor any of the rights granted to the Purchaser herein, shall constitute a waiver of any party in interest's right to argue that any appeal from the Sale Order should be dismissed on statutory, Constitutional or equitable mootness grounds.

(iii) in Section II, H(a), in Schedule 6.1(b)(3), annexed to the Stalking Horse APA [Docket No. 1279, at 111], the reference to Section 6.26(b)(2) is hereby corrected to Section 6.1(b)(2); and

(iv) other clarifications to the Bidding Procedures set forth in the attached Exhibit "1" are hereby deemed incorporated into Schedule 6.1(b)(3), annexed to the Stalking Horse APA [Docket No. 1279, at 111].

12. The Break-Up Fee, as modified, is **APPROVED** for the reasons stated on the record. If the Stalking Horse Purchaser is not the Successful Bidder and is not then in breach, and the Stalking Horse APA has not otherwise been terminated, the Stalking Horse Purchaser shall be paid at the closing of the Sale of the Purchased Assets (i) three and one-quarter percent (3.25%) of the Cash Consideration ($19,825,000.00), plus (ii) reimbursement of reasonably documented reasonable costs and expenses in an amount not to exceed $2,000,000.00. Notwithstanding anything to the contrary contained herein, upon payment of the Break-Up Fee to the Stalking Horse Purchaser, the Debtors and their representatives and affiliates, on the one hand, and Stalking Horse Purchaser and its respective representatives and affiliates, on the other hand, will be deemed to have fully released and discharged each other from any liability resulting from the termination of the Stalking Horse APA, and neither the Debtors and their representatives and

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affiliates, on the one hand, and the Stalking Horse Purchaser and its respective representatives and affiliates, on the other hand, nor any other Person, will have any other remedy or cause of action under or relating to the Stalking Horse APA, including for reimbursement of any additional expenses incurred by the Stalking Horse Purchaser in connection with the negotiation and documentation of the Stalking Horse APA and all proceedings held in connection therewith. Any Break-Up Fee shall be payable without any further order of the Bankruptcy Court.

13. The Partial Bid Deadline **shall be March 28, 2019 at 4:00 p.m. (prevailing Pacific Time)** and the Bid Deadline shall be **April 3, 2019 at 4:00 p.m. (prevailing Pacific Time)**.

14. The Debtors, after consultation with the Consultation Parties (as defined in the Bidding Procedures), shall have the exclusive right to determine whether a bid is a Qualified Bid and shall notify Qualified Bidders whether their bids have been recognized as such as promptly as practicable after a Qualified Bidder delivers all of the materials required by the Bidding Procedures.

15. The Partial Bid Auction, if necessary, shall be held on **April 8, 2019 at 10:00 a.m. (prevailing Pacific Time)** at the offices of Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, CA 90017, or at such other location as shall be identified in a notice filed with the Bankruptcy Court at least 24 hours before the Partial Bid Auction. The Full Bid Auction, if necessary, shall be held on **April 9, 2019 at 10:00 a.m. (prevailing Pacific Time)** at the offices of Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, CA 90017, or at such other location as shall be identified in a notice filed with the Bankruptcy Court at least 24 hours before the Full Bid Auction.

16. At each of the Partial Bid Auction and the Full Bid Auction, each Qualified Bidder shall be required to confirm that it has not engaged in any collusion with respect to the bidding or

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the sale, and the Auction shall be conducted openly and transcribed. Within twenty-four (24) hours following the conclusion of the Full Bid Auction, the Debtors shall file a notice identifying the Successful Bidder with the Court and shall serve such notice by fax, email, or if neither is available, by overnight mail to all counterparties whose contracts are to be assumed and assigned.

17. The Debtors, after consultation with the Consultation Parties, shall determine which offer is the highest and otherwise best offer for the Assets, giving effect to the Break-Up Fee payable to the Stalking Horse Purchaser as well as any additional liabilities or Cure Amounts to be assumed by the Stalking Horse Purchaser or another Qualified Bidder and any additional costs which may be imposed on the Debtors.

18. The Sale Hearing shall be held on **April 17, 2019 at 10:00 a.m. (prevailing Pacific Time)** before this Court, the U.S. Bankruptcy Court for the Central District of California, 255 E. Temple St., Los Angeles, California 90012. Any objections to the Sale (other than an Assumption Objection (defined herein) which shall be governed by the procedures set forth below) (a "Sale Objection"), must (i) be in writing; (ii) comply with the Bankruptcy Rules and the Local Rules; (iii) set forth the specific basis for the Sale Objection; (iv) be filed with the Court, 255 E. Temple St., Los Angeles, California 90012, together with proof of service, **on or before 4:00 p.m. (prevailing Pacific Time) on April 12, 2019** (the "Sale Objection Deadline") and (v) be served, so as to be actually received on or before the Sale Objection Deadline, upon: (i) counsel to the Debtors: Dentons US LLP, 601 S. Figueroa Street, Suite 2500, Los Angeles, CA 90017 (Attn: Tania M. Moyron (tania.moyron@dentons.com)); (ii) the Debtors' Investment Banker: Cain Brothers, a division of KeyBanc Capital Markets, 1 California Street, Suite 2400, San Francisco, CA 94111 (Attn: James Moloney (jmoloney@cainbrothers.com)); (iii) counsel to the Official Committee: Milbank, Tweed, Hadley & McCloy LLP, 2029 Century Park East, 33rd Floor, Los Angeles, CA 90067 (Attn: Gregory A. Bray (gbray@milbank.com); (iv) counsel to the

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Master Trustee and Series 2005 Bond Trustee: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, MA 02111 (Attn: Daniel S. Bleck and Paul Ricotta (dsbleck@mintz.com, pricotta@mintz.com)); and (v) counsel to the Series 2015 and Series 2017 Notes Trustee: Maslon, LLP, 3300 Wells Fargo Center, 90 South Seventh Street, Minneapolis, MN 55402 (Attn: Clark Whitmore (clark.whitmore@maslon.com) (collectively, the "Notice Parties"). If a Sale Objection is not filed and served on or before the Sale Objection Deadline, the objecting party may be barred from objecting to the Sale and may not be heard at the Sale Hearing, and this Court may enter the Sale Order without further notice to such party.

19. The Sale Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing, and the Debtors shall have the exclusive right, in the exercise of its fiduciary obligations and business judgment, and after consultation with the Consultation Parties, to cancel the Sale at any time subject to the terms of this Order, in accordance with the terms of this Order and the Stalking Horse APA.

20. The following forms of notice are approved: (a) the Procedures Notice, in the form substantially similar to that attached hereto as Exhibit 3 and (b) the Cure Notice, in the form substantially similar to that attached hereto as Exhibit 4.

20. The Debtors shall, within one (1) business day after the entry of this Order, file with the Court and serve a copy of this Order and the Procedures Notice by first class mail, postage prepaid, on the Notice Parties and all parties which the Debtor are require to serve pursuant to LBR 6004-1(b)(3) and the *Order Granting Emergency Motion of Debtors for Order Limiting Scope of Notice* [Dkt. No. 132].

21. The Debtors shall file with the Court and serve the Cure Notice (along with a copy of this Motion) upon each counterparty to the Assumed Executory Contracts by no later than

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March 5, 2019. The Cure Notice shall state the date, time and place of the Sale Hearing as well as the date by which any Assumption Objection must be filed and served. The Cure Notice also will identify the amounts, if any, that the Debtors believe are owed to each counterparty to an Assumed Executory Contract in order to cure any defaults that exist under such contract (the "Cure Amounts").

22. To the extent there is a contract added to the list of contracts to be assumed by the Successful Bidder pursuant to the Successful Bidder's Purchase Agreement selected at the Auction, the Motion constitutes a separate motion to assume and assign that contract to the Successful Bidder pursuant to Section 365 of the Bankruptcy Code; each such contract will be listed on an exhibit to the Successful Bidder's Purchase Agreement, and shall be given a separate Cure Notice filed and served by overnight delivery by the Debtors within 5 business days of the conclusion of the Auction and announcement of the Successful Bidder(s).

23. The inclusion of a contract, lease, or other agreement on the Cure Notice shall not constitute or be deemed a determination or admission by the Debtors and their estates or any other party in interest that such contract, lease, or other agreement is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code, and any and all rights with respect thereto shall be reserved.

24. If any counterparty to an Assumed Executory Contract wishes to file an Assumption Objection, such counterparty must file and serve it so as to be actually received by the Notice Parties by no later than: (i) **4:00 p.m. (prevailing Pacific Time) on March 22, 2019**, (ii) such later date otherwise specified in the Cure Notice, or (iii) solely with respect to those counterparties to Assumed Executory Contracts who are not served with a Cure Notice until a date after March 22, 2019, seven (7) days after service by overnight mail of such Cure Notice (the "Assumption Objection Deadline"), provided, however, that if any Successful Bidder is not the

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Stalking Horse Purchaser, any counterparty may raise at the Sale Hearing (or any time before the Sale Hearing) an objection to the assumption and assignment of the Assumed Executory Contract solely with respect to such Successful Bidder's ability to provide adequate assurance of future performance under the Assumed Executory Contract. The Court will make any and all determinations concerning adequate assurance of future performance under the Assumed Executory Contracts pursuant to Sections 365(b) and (f)(2) of the Bankruptcy Code at the Sale Hearing.

25. To the extent the Assumed Executory Contract counterparty wishes to object to the Cure Amount, if any, set forth in the Cure Notice, its Assumption Objection must set forth with specificity each and every asserted default in any executory contract or unexpired lease and the monetary cure amount asserted by such counterparty to the extent it differs from the amount, if any, specified by the Debtors in the Cure Notice.

26. Any counterparty to an Assumed Executory Contract that fails to timely file and serve an objection to the Cure Amounts shall be forever barred from asserting that a Cure Amount is owed in an amount in excess of that set forth in the Cure Notice.

27. If a Contract or Lease is assumed and assigned pursuant to Court order, the Assumed Executory Contract counterparty shall receive no later than three (3) business days following the closing of the Sale, the Cure Amount, if any, as set forth in the Cure Notice. All Cure Amounts will be funded in accordance with the terms and conditions of the Stalking Horse APA and/or the Purchase Agreement(s), as applicable.

28. Assumption Objections (including those related to adequate assurance of future performance) will be resolved by the Court at the Sale Hearing. Notwithstanding, in the event that the Debtors and the counterparty cannot resolve the Cure Amount, such dispute may be

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resolved by the Court at the Sale Hearing or such later date as may be agreed to or ordered by the Court.

29. The Successful Bidder(s) shall be responsible for satisfying any requirements regarding adequate assurance of future performance that may be imposed under section 365(b) of the Bankruptcy Code in connection with the proposed assignment of any Assumed Executory Contract, and the failure to provide adequate assurance of future performance to any counterparty to any Assumed Executory Contract shall not excuse the Successful Bidder(s) from performance of any and all of its obligations pursuant to the Successful Bidder's Purchase Agreement.

30. Except to the extent otherwise provided in a Successful Bidder's Purchase Agreement, the Debtors and their estates shall be relieved of all liability accruing or arising after the assumption and assignment of the Assumed Executory Contracts pursuant to section 365(k) of the Bankruptcy Code.

31. All proceeds of the Sale shall be paid by the Successful Bidder(s) to the Debtors and such proceeds shall be deposited in accordance with paragraph 4 of the Final DIP Order, and all liens, claims, interests and encumbrances on the Assets sold pursuant to the Sale shall attach to the proceeds of Sale with the same force, effect, validity and priority as such liens, claims, interests and encumbrances had on such Assets prior to the Closing, subject to the liens and security interests of the DIP Lender and the Prepetition Secured Creditors under the relevant intercreditor agreements, applicable law and the Final DIP Order, as applicable.

32. To the extent the provisions of this Order are inconsistent with the provisions of any Exhibit referenced herein or with the Motion, the provisions of this Order shall control.

33. The Court shall retain jurisdiction over all matters arising from or related to the interpretation and implementation of this Order.

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34. Notwithstanding the possible applicability of Bankruptcy Rules 6004, 6006, 7062, 9014, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable.

###

Date: February 19, 2019

[redacted]
Ernest M. Robles
United States Bankruptcy Judge

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Exhibit 1

(Bidding Procedures)

BIDDING PROCEDURES

Set forth below are the bidding procedures (the "Bidding Procedures") to be employed in connection with the sale of all assets of (i) the assets (the "Purchased Assets") enumerated in the Stalking Horse APA (as defined below), including but not limited to, St. Francis Medical Center, St. Vincent Medical Center, St. Vincent Dialysis Center, Inc., Seton Medical Center and Seton Medical Center Coastside (collectively, the "APA Facilities"); and (ii) assets not otherwise enumerated in the APA, but associated with the ownership or operation of the APA Facilities and available for purchase (the "Other Assets"), in connection with the chapter 11 cases pending in the United States Bankruptcy Court for the Central District of California (the "Bankruptcy Court"), jointly administered as case number 2:18-bk-20151-ER, in the form to be approved by the Bankruptcy Court, by Order dated [_____], 2019 (the "Bidding Procedures Order").

The Debtors entered into that certain Asset Purchase Agreement, dated January 8, 2019 between the Debtors, on the one hand, and Strategic Global Management, Inc. (the "Stalking Horse Purchaser"), on the other hand, pursuant to which the Stalking Horse Purchaser shall acquire the Assets on the terms and conditions specified therein (together with the schedules and related documents thereto, the "Stalking Horse APA"). The sale transaction pursuant to the Stalking Horse APA is subject to competitive bidding as set forth herein. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the *Debtors' Notice of Motion and Motion for the Entry of (I) an Order (1) Approving Form of Asset Purchase Agreement for Stalking Horse Bidder and for Prospective Overbidders, (2) Approving Auction Sale Format, Bidding Procedures and Stalking Horse Bid Protections, (3) Approving Form of Notice to be Provided to Interested Parties, (4) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest Bidder, and (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; and (II) an Order (A) Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances* [Docket No. 1279] (the "Sale Motion").

I. ASSETS TO BE SOLD

The Debtors seek to complete a sale of substantially all assets of the APA Facilities, including both the Purchased Assets and the Other Assets (the "Sale"). The Stalking Horse APA will serve as the "stalking-horse" bid for the Purchased Assets.

II. THE BID PROCEDURES

In order to ensure that the Debtors receive the maximum value for the Purchased Assets and/or the Other Assets, they intend to hold a sale process for the Purchased Assets and/or the Other Assets pursuant to the procedures and on the timeline proposed herein.

A. Provisions Governing Qualifications of Bidders

Unless otherwise ordered by the Court or as set forth in these procedures, in order to participate in the bidding process, each person, other than the Stalking Horse Purchaser, who wishes to

participate in the bidding process must deliver, prior to the Bid Deadline (defined herein), the following Debtors:

(a) a written disclosure of the identity of each entity that will be bidding for the Purchased Assets and/or the Other Assets or otherwise participating in connection with such bid; and

(b) an executed confidentiality agreement (to be delivered prior to the distribution of any confidential information by the Debtors) in form and substance satisfactory to the Debtors and which shall inure to the benefit of any purchaser of the Purchased Assets and/or Other Assets; without limiting the foregoing, each confidentiality agreement executed by a Potential Bidder shall contain standard non-solicitation provisions.

A bidder that delivers the documents and information described above and that the Debtors determine, after consultation with the Official Committee of Unsecured Creditors, the Prepetition Secured Creditors, and any other party deemed appropriate within the business judgment of the Debtors (collectively, the "Consultation Parties") in their reasonable business judgment, is likely (based on availability of financing, experience, and other considerations) to be able to consummate the sale, will be deemed a potential bidder ("Potential Bidder").

B. Due Diligence

The Debtors will afford any Potential Bidder such due diligence access or additional information as the Debtor, in consultation with their advisors, deem appropriate, in their reasonable discretion. The due diligence period shall extend through and including the relevant Bid Deadline; provided, however, that any bid submitted under these procedures shall be irrevocable until at least the selection of the Successful Bidder(s) (defined herein) and any Back-Up Bidder(s) (defined herein).

C. Provisions Governing Qualified Bids

A bid submitted by a Potential Bidder will be considered a Qualified Bid (each, a "Qualified Bid", and each such Potential Bidder thereafter a "Qualified Bidder") only if the bid complies with all of the following requirements:

a) it states that the applicable Qualified Bidder offers to purchase, in cash, some or all of the Purchased Assets and/or the Other Assets;

b) it identifies with particularity the portion of the Purchased Assets and/or the Other Assets the Qualified Bidder is offering to purchase;

c) it allocates with specificity the portion of the purchase price offered that the Qualified Bidder attributes to St. Francis Medical Center, St. Vincent Medical Center, Seton Medical Center, and Seton Coastside, and each of the Other Assets, respectively;[5]

[5] For the avoidance of doubt, such allocation shall not be binding on the Debtors, their estates or any Consultation Party.

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d) it includes a signed writing that the Qualified Bidder's offer is irrevocable until the selection of the Successful Bidder and the Back-Up Bidder, provided that if such bidder is selected as the Successful Bidder or the Back-Up Bidder then the offer shall remain irrevocable until the earliest of (i) the closing of the transaction with the Successful Bidder, (ii) in the case of the Successful Bidder, a termination of the Qualified Bid pursuant to the terms of the Successful Bidder Purchase Agreement and (iii) with respect to the Back-up Bidder, the date that is thirty (30) business days after entry of the Sale Order;

e) it includes confirmation that there are no conditions precedent to the Qualified Bidder's ability to enter into a definitive agreement and that all necessary internal governance and shareholder approvals have been obtained prior to the bid;

f) it sets forth each third-party, regulatory and governmental approval required for the Qualified Bidder to consummate the transaction and the time period within which the Qualified Bidder expects to receive such approvals and establishes a substantial likelihood that the Qualified Bidder will obtain such approvals by the stated time period;

g) it includes a duly authorized and executed copy of a purchase or acquisition agreement in the form of the Stalking Horse APA (a "Purchase Agreement"), including the purchase price for some or all of the Purchased Assets and/or the Other Assets, or both, expressed in U.S. Dollars, together with all exhibits and schedules thereto, together with copies marked to show any amendments and modifications to the Stalking Horse APA ("Marked Agreement");

h) it is not subject to any financing contingency and includes written evidence of a firm ability to have the funding necessary to consummate the proposed transaction, that will allow the Debtors to make a reasonable determination, in consultation with the Consultation Parties, as to the Qualified Bidder's financial and other capabilities to consummate the transaction contemplated by the Purchase Agreement;

i) if the bid is for all of the Purchased Assets, it must have a value to the Debtors, in the Debtors' exercise of its reasonable business judgment, after consultation with its advisors and the Consultation Parties, that is greater than or equal to the sum of the value offered under the Stalking Horse APA, plus (i) the amount of the Break-Up Fee ($19,825,000.00); (ii) the amount of the expense reimbursement ($2,000,000.00); and (iii) $7,000,000.00 (the "Initial Bidding Increment," and, together with the Break-Up Fee, the "Minimum Qualified Bid");

j) if the bid is a partial bid (the "Partial Bid"),[6] the terms of paragraph (i) immediately above shall not apply but the terms of paragraph (o) below concerning the Good Faith Deposit shall expressly apply in order to be a bid qualified to participate in the Partial Bid Auction (as defined below) (each, a "Partial Bid Auction Qualified Bid"). In the event that the Debtors aggregate Partial Bids, the Partial Bid purchasers' responsibility for the Break-Up Fee, the Expense Reimbursement, and the Initial Bidding Increment shall be reasonably allocated to each Partial Bid purchaser, and (ii) in no event shall the Stalking Horse Purchaser be entitled to more than one Break-Up Fee and/or Expense Reimbursement;

k) it identifies with particularity which (i) executory contracts and unexpired leases the Qualified Bidder wishes the Debtors to assume and assign to it, and (ii)

[6] A Partial Bid shall mean a bid for less than all of the Purchased Assets.

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Purchased Assets and/or Other Assets, subject to purchase money liens or the like, the Qualified Bidder wishes to acquire and therefore pay the associated purchase money financing;

l) it contains sufficient information concerning the Qualified Bidder's ability to provide adequate assurance of performance with respect to executory contracts and unexpired leases;

m) it includes an acknowledgement and representation that the Qualified Bidder: (A) has had an opportunity to conduct any and all required due diligence regarding the Purchased Assets and/or Other Assets prior to making its offer and that the offer is not subject to any further due diligence or the need to raise capital/financing to consummate the proposed transaction; (B) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Purchased Assets and/or Other Assets in making its bid; (C) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Purchased Assets and/or Other Assets or the completeness of any information provided in connection therewith or with the relevant Auction (defined below), except as expressly stated in the Purchase Agreement; and (D) is not entitled to any expense reimbursement, break-up fee, or similar type of payment in connection with its bid;

o) unless it is a Credit Bid (as defined below), it is accompanied by a (i) good faith deposit in the form of a wire transfer (to a bank account specified by the Debtors), certified check or such other form of cash or cash equivalent acceptable to the Debtors, payable to the order of the Debtors (or such other party as the Debtors may determine) in an amount equal to: (a) 20% of purchase price for bids under $5 million; (b) for bids greater than $5 million and less than $100 million, the greater of: (i) $1 million or (ii) 10% of purchase price; (c) for bids greater than $100 million, the greater of (i) $10 million or (ii) 5% of purchase price (collectively, the "Good Faith Deposit"), which Good Faith Deposit shall, be forfeited if such bidder is the Successful Bidder and breaches its obligation to close; and (ii) if the Qualified Bid is a bid made by a secured creditor of the Debtors (a "Credit Bid Bidder") who intends to make a credit bid (each, a "Credit Bid Bid"), evidence of (a) the basis for and property covered by such Credit Bid Bidder's secured claim, (b) the amount of such Credit Bid Bidder's claim that is secured by the property in question, (c) whether it is the senior secured claim on the property (x) prepetition and (y) as of the date of the request to be a Qualified Bidder, as well as (d) evidence of the resolution of any Challenge to such Credit Bid Bidder's secured claim within the meaning of the Final DIP Order;

p) it contains a detailed description of how the Qualified Bidder intends to treat current employees of the Debtors;

r) it identifies the person(s) and their title(s) who will attend the relevant Auction, and confirms that such person(s) have authority to make binding Overbids (defined below) at such Auction;

s) it contains such other information reasonably requested by the Debtors; and

t) it is received prior to the Bid Deadline.

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The Debtors, in consultation with the Consultation Parties (who shall receive copies of the Purchase Agreement relating to any bids cast pursuant to these Bidding Procedures as soon as reasonably practicable), may qualify any bid that meets the foregoing requirements as a Qualified Bid. Notwithstanding the foregoing, the Stalking Horse Purchaser is deemed a Qualified Bidder and the Stalking Horse APA is deemed a Qualified Bid, for all purposes in connection with the Bidding Process, the Auction, and the Sale.

The Debtors shall notify the Consultation Parties, the Stalking Horse Purchaser and all Qualified Bidders and the Notice Parties in writing as to whether or not any bids constitute Qualified Bids (and with respect to each Qualified Bidder that submitted a bid as to whether such Qualified Bidder's bid constitutes a Qualified Bid) and provide copies of the Purchase Agreements relating any such Qualified Bid to the Consultation Parties, the Stalking Horse Purchaser and such Qualified Bidders and the Notice Parties on the earlier of: (1) the date that any bid other than the Stalking Horse Bid has been deemed a Qualified Bid, or (2) two business days prior to the Partial Bid Auction.

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D. Bid Deadline

A Qualified Bidder that desires to make a bid or a Partial Bid will deliver written copies of its bid or Partial Bid to the following parties (collectively, the "Notice Parties): (i) counsel to the Debtors: Dentons US LLP, 601 S. Figueroa Street, Suite 2500, Los Angeles, CA 90017 (Attn: Tania M. Moyron (tania.moyron@dentons.com)); (ii) the Debtors' Investment Banker: Cain Brothers, a division of KeyBanc Capital Markets, 1 California Street, Suite 2400, San Francisco, CA 94111 (Attn: James Moloney (jmoloney@cainbrothers.com)); (iii) counsel to the Official Committee: Milbank, Tweed, Hadley & McCloy LLP, 2029 Century Park East, 33rd Floor, Los Angeles, CA 90067 (Attn: Gregory A. Bray (gbray@milbank.com); (iv) counsel to the Master Trustee and Series 2005 Bond Trustee: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, MA 02111 (Attn: Daniel S. Bleck and Paul Ricotta (dsbleck@mintz.com,pricotta@mintz.com));and (v) counsel to the Series 2015 and Series 2017 Notes Trustee: Maslon, LLP, 3300 Wells Fargo Center, 90 South Seventh Street, Minneapolis, MN 55402 (Attn: Clark Whitmore (clark.whitmore@maslon.com)), so as to be received by the Notice Parties not later than **March 28, 2019, at 4:00 p.m.** (prevailing Pacific Time), for partial bids (the "Partial Bid Deadline") or **April 3, 2019, at 4:00 p.m.** (prevailing Pacific Time), for full bids (the "Full Bid Deadline").

A list of all Qualified Bids, as well as all adequate assurance information included in such bids as required by paragraph C(l) above, will be provided to Cigna and United (through their counsel) no later than April 4, 2018, at 4:00 p.m. (prevailing Pacific Time) to allow those parties to evaluate Qualified Bidders related to adequate assurance of future performance of the Cigna and United provider agreements.

E. Credit Bidding

Any party with a valid, properly perfected security interest in any of the Assets may credit bid for the Assets in connection with the Sale pursuant to § 363(k) of the Bankruptcy Code.

Any credit bids made by secured creditors shall not impair or otherwise affect the Stalking Horse Purchaser's entitlement to the Bidding Procedures and related protections granted under the Bidding Procedures Order.

F. Evaluation of Competing Bids

A Qualified Bid will be valued based upon several factors including, without limitation: (i) the amount of such bid; (ii) the risks and timing associated with consummating such bid; (iii) any proposed revisions to the form of Stalking Horse APA; and (iv) any other factors deemed relevant by the Debtors in its reasonable discretion, in consultation with the Consultation Parties, including the amount of cash included in the bid.

G. No Qualified Bids

If the Debtors do not receive any Qualified Bids other than the Stalking Horse APA, the Debtors will not hold an auction and the Stalking Horse Purchaser will be named the Successful Bidder for the Assets. If the Debtors receive one or more qualified Partial Bid Auction Qualified Bids and, after the Partial Bid Auction, the Debtors will determine, in consultation with the Consultation Parties, if there are any Partial Bidders that will not be qualified to participate at the Full Bid Auction.

H. Auction Process

If the Debtors receive one or more Partial Bid Auction Qualified Bids, the Debtors will conduct separate auctions of each asset or combinations thereof (each, a "Partial Bid Auction"). Any Partial Bidder holding a Partial Bid Auction Qualified Bid shall be entitled to bid on any assets in any Partial Bid Auction(s). The procedures below shall apply to the Partial Bid Auction, except as where otherwise indicated. The Debtors will conduct the Partial Bid Auction(s), which shall be transcribed on **April 8, 2019, at 10:00 a.m. (prevailing Pacific Time)** (the "Partial Bid Auction Date"), at the offices of Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, California 90017, or such other location as shall be timely communicated to all entities entitled to attend the Auction.

The Partial Bid Auction Qualified Bids determined by the Debtors, in consultation with the Consultation Parties, at the Partial Bid Auction(s) (as set forth above) to be eligible to participate at the Full Bid Auction, including (without limitation) the highest and best bids for each asset (the "Winning Partial Bids") shall be permitted to participate in the Full Bid Auction (as defined below) of the Purchased Assets and/or the Other Assets, except that:

(a) If the Partial Bids, at the conclusion of the Partial Bid Auction, include all four APA Facilities and exceed, in the aggregate, the Purchase Price in the Stalking Horse APA, there will be a Full Bid Auction (as defined below) and (1) the Stalking Horse Purchaser may overbid in the aggregate for all four APA Facilities, or (2) the Stalking Horse Purchaser may bid for less than the four APA Facilities and be entitled to a pro-rata Break-Up Fee for the APA Facilities which the Stalking Horse Purchaser does not acquire, as specified in the Stalking Horse APA at 6.1(b)(2);

(b) If the Partial Bids do not include all four APA Facilities, and if there are no other Qualified Full Bids, then Seller, in its discretion, after consultation with the Consultation Parties, may choose, at the conclusion of the Partial Bid Auction, (1) to have no Full Bid Auction and the Stalking Horse Purchaser will purchase the four APA Facilities pursuant to the Stalking Horse APA, or (2) if the Debtor and

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Consultation Parties deem the aggregate designated Winning Partial Bid(s) to be sufficient to warrant leaving one or more APA Facilities behind (the "Remaining Facility"), the Stalking Horse Purchaser shall have the option of (i) acquiring the Remaining Facility at the allocated price in the Stalking Horse APA, (ii) overbidding one or more of the Partial Bids, or (iii) terminating the Stalking Horse APA. In either event, the Stalking Horse Purchaser shall be entitled to the Break-Up Fee for all of the APA Facilities not acquired by the Stalking Horse Purchaser.

If the Debtors receive, in addition to the Stalking Horse APA, one or more Qualified Full Bids (and/or a combination of Winning Partial Bids from the Partial Bid Auction(s) seeking, on an aggregate basis, to purchase all or substantially all of the Purchased Assets and/or the Other Assets), the Debtor will conduct a full bid auction of the Purchased Assets and/or the Other Assets (the "Full Bid Auction"), which shall be transcribed, on **April 9, 2019, at 10:00 a.m. (prevailing Pacific Time)** (the "Full Bid Auction Date"), at the offices of Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, California 90017, or such other location as shall be timely communicated to all entities entitled to attend the Auction. The Partial Bid Auction and the Full Bid Auction shall run in accordance with the following procedures:

a) only the Debtors, the Stalking Horse Purchaser, Qualified Bidders who have timely submitted a Qualified Bid, the U.S. Trustee, and the Consultation Parties, and their respective advisors, and other parties who request and receive authority to attend the auction in advance from the Debtors may attend the Auction;

b) only the Stalking Horse Purchaser and the Qualified Bidders who have timely submitted Qualified Bids will be entitled to make any subsequent bids at the Auction;

c) each Qualified Bidder shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the sale;

d) all Qualified Bidders who have timely submitted Qualified Bids will be entitled to be present for all Subsequent Bids (defined herein) at the relevant Auction and the actual identity of each Qualified Bidder will be disclosed on the record at the relevant Auction; provided that all Qualified Bidders wishing to attend the relevant Auction must have at least one individual representative with authority to bind such Qualified Bidder attending the relevant Auction in person;

e) the Debtors, after consultation with the Consultation Parties, the Stalking Horse Purchaser, and any other Qualified Bidders may employ and announce at the relevant Auction additional procedural rules that are (i) reasonable under the circumstances for conducting the relevant Auction, (ii) in the best interest of the Debtors' estates; provided, however, that rules (i) are disclosed to the Stalking Horse Purchaser and each Qualified Bidder participating in the Auction, and (ii) are not inconsistent with the Bidding Procedures, the Stalking Horse APA, the Bankruptcy Code, or any order of the Court entered in connection herewith;

f) bidding at the relevant Auction will begin with a bid determined by the Debtors after consulting with the Consultation Parties as being the then highest and best bid which will be announced by the Debtors prior to the commencement of the Auction (the "Baseline Bid"). The Auction will continue in bidding increments to be determined in the discretion of the Debtors, in consultation with the Consultation Parties (each a "Overbid"), and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders who submitted Qualified

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Bids and are in attendance at the Auction (including, without limitation, Winning Partial Bids), as well as to the Notice Parties;

g) the initial Overbid, if any, shall provide for total consideration to Debtors with a value that exceeds the value of the consideration under the Baseline Bid by an incremental amount. Additional consideration in excess of the amount set forth in the respective Baseline Bid must include: (i) cash and/or (ii) in the case of a Qualified Bidder (including, without limitation, with respect to any Winning Partial Bids) that is a Credit Bid Bidder that has a valid and perfected lien (not subject to a Challenge within the meaning the Final DIP Order) on any of the Purchased Assets and/or the Other Assets, a Credit Bid of up to the full amount of such Credit Bidder's allowed perfected lien, subject to § 363(k) and any other restrictions set forth herein; and

h) at the Full Bid Auction, the Stalking Horse Purchaser may, subject to the terms and conditions set forth herein, elect to bid for the Purchased Assets as described in the Bid Procedures Order. In the alternative, the Stalking Horse Purchaser, and any bidder with a Qualified Full Bid, (a) may elect to bid against any one or more of the Winning Partial Bidders for the assets subject to the relevant Partial Bid(s), in lieu of seeking to acquire such Purchased Assets and/or Other Assets by means of the Stalking Horse Bid or another Qualified Full Bid; and (b) if successful with its Overbids for such assets, replace the Winning Partial Bidder(s) as the proponent of the relevant Winning Partial Bids or Aggregate Winning Partial Bid as to such assets. In the event that the Stalking Horse Purchaser or another bidder so elects, and as long as the Stalking Horse Purchaser or another bidder so bids, the Winning Partial Bidders must continue to present qualified Winning Partial Bids (i.e., bids as to which the aggregate of all still pending Winning Partial Bids is greater than or equal to the then Prevailing Highest Bid) for the Purchased Assets and/or the Other Assets in each round to continue to bid as Winning Partial Bidders in the Full Bid Auction. In addition, the Debtors may elect, in their discretion, after consultation with the Consultation Parties, to allow Partial Bidders to bid for all or substantially all the Purchased Assets and/or the Other Assets, or to allow proponents of Full Bids to bid for less than all or substantially all of the Purchased Assets and/or the Other Assets in any given round of the Auction, provided that in any given round there is a Full Bid or an Aggregate Partial Bid that is superior to Prevailing Highest Bid that is then subject to acceptance by the Debtors and binding on the Stalking Horse Purchaser or another Qualified Bidder. In all events, (i) any such Overbid shall continue to comply with all of the requirements for Qualified Bids set forth in Section C of these Bidding Procedures; and (ii) the bidder submitting such a modified Qualified Bid or Qualified Partial Bid shall furnish to the Debtors and the Consultation Parties, within twenty-four (24) hours of the conclusion of the Auction, a revised Purchase Agreement and Marked Agreement showing all amendments and modifications to the Stalking Horse APA and the Sale Order.

I. Selection of Successful Bid

Prior to the conclusion of the Auction, the Debtors, in consultation with their advisors and the Consultation Parties, will review and evaluate each Qualified Bid in accordance with the procedures set forth herein and determine which offer or offers are the highest or otherwise best from among the Qualified Bidders submitted at the Auction (one or more such bids, collectively the "Successful Bid" and the bidder(s) making such bid, collectively, the "Successful Bidder"), and communicate to the Qualified Bidders the identity of the Successful Bidder and the details of the Successful Bid. The Successful Bid may consist of a single Qualified Bid or multiple bids.

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The determination of the Successful Bid by the Debtors at the conclusion of the Auction shall be subject to approval by the Court.

If selected, at the conclusion of the Partial Bid Auction, as the Winning Partial Bidder or the Back-Up Bidder, then such party or parties, prior to the Full Bid Auction, shall increase its Good Faith Deposit in the amount set forth in above in paragraph 30, subsection (o), or as determined by the Seller in consultation with the Consultation Parties; provided, however, if a party or parties are bidding on all four APA Facilities, the deposit will be no less than $30,000,000. If selected as the Successful Bidder or the Back-Up Bidder at the conclusion of the Full Bid Auction, each of the Successful Bidder and the Back-Up Bidder shall, within forty-eight (48) hours, increase its Good Faith Deposit to the sum of five percent (5%) of the Successful Bid or Back-Up Bid, as applicable. If the Successful Bidder fails to increase the Good Faith Deposit within forty-eight (48) hours of the Auction conclusion date (the "Final Deposit"), then (1) the Successful Bidder forfeits its Good Faith Deposit, and (2) the Successful Bid is nullified (i.e., the Back-Up Bidder becomes the Successful Bidder in the amount of its last bid).

Unless otherwise agreed to by the Debtors and the Successful Bidder, within two (2) business days after the conclusion of the Auction, the Successful Bidder shall complete and execute all agreements, contracts, instruments, and other documents evidencing and containing the terms and conditions upon which the Successful Bid was made. Within twenty-four (24) hours following the conclusion of the Full Bid Auction, and within forty-eight (48) hours following the conclusion of the Partial Bid Auction, the Debtors shall file a notice identifying the Successful Bidder(s) and Back-Up Bidders with the Court and shall serve such notice by fax, email, or if neither is available, by overnight mail to all counterparties whose contracts are to be assumed and assigned.

The Debtors will sell the Purchased Assets and (to the extent included in an Overbid) the Other Assets to the Successful Bidder pursuant to the terms of the Successful Bid upon the approval of such Successful Bid by the Court at the Sale Hearing and satisfaction of any other closing conditions set forth in the Successful Bidder's Purchase Agreement.

J. Return of Deposits

All deposits shall be returned to each bidder not selected by the Debtors as the Successful Bidder or the Back-Up Bidder no later than five (5) business days following the conclusion of the Auction.

K. Back-Up Bidder

If an Auction is conducted (whether it be a Full Bid Auction or a Partial Bid Auction), the Qualified Bidder or Qualified Bidders (including the Stalking Horse Purchaser, subject to Section II H.(b) hereof) with the next highest or otherwise best Qualified Bid, as determined by the Debtors in the exercise of their business judgment, at the Auction shall be required to serve as a back-up bidder (the "Back-Up Bidder") and keep such bid open (whether it be a Partial Bid or Full Bid) and irrevocable for thirty (30) business days after the entry of the Sale Order (the "Thirty Day Period"). If during the Thirty-Day Period, the Successful Bidder fails to consummate the approved sale because of a breach or failure to perform on the part of such Successful Bidder, the Back-Up Bidder will be deemed to be the new Successful Bidder, and the Debtors will be authorized, but not required, to consummate the sale with the Back-Up Bidder without further order of the Court provided that the Back-Up Bidder shall thereafter keep such bid

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open and irrevocable in accordance with the terms of the Back-Up Bidder APA; provided further, however, that if the Back-Up Bidder is the Stalking Horse Purchaser, the Debtors will be authorized and required to consummate the sale to the Stalking Horse Purchaser in accordance with the terms of the Stalking Horse APA, as such terms may (at the discretion of the Stalking Horse Purchaser) have been modified as a result of the Full Bid Auction or the Partial Bid Auction.

If, after the Thirty-Day Period, the Successful Bidder has failed to consummate the approved sale, the Back-Up Bidder (including the Stalking Horse Purchaser if it has been designated the Back-Up Bidder) may elect, in its discretion, to remain as the Back-Up Bidder until (a) the sale closes, (b) the Successful Bidder defaults, or (c) the Back-Up Bidder elects to terminate its participation as Back-Up Bidder. For the avoidance of doubt, after the Thirty-Day Period, if the Successful Bidder fails to consummate the approved sale because of a breach or failure to perform on the part of such Successful Bidder, the Back-Up Bidder will not be contractually obligated to be the Back-Up Bidder, and will have the option to either (i) be entitled to terminate its Back-Up Bidder APA and the return of its deposit, or (ii) remain as the Back-up Bidder, in which event, there will be no reopening of the auction.

L. Break-Up Fee

In recognition of this expenditure of time, energy, and resources, the Debtors have agreed that if the Stalking Horse Purchaser is not the Successful Bidder as to the Assets, the Debtors will pay the Stalking Horse Purchaser at closing of the sale of the Assets an amount in cash equal to three percent (3.25%) of the Cash Consideration ($19,825,000.00) plus reimbursement of reasonably documented reasonable costs and expenses in an amount not to exceed $2,000,000.00. The Break-Up Fee shall be payable at closing of the sale from the sale proceeds.

If the Stalking Horse APA is terminated because the Stalking Horse Purchaser is not selected as the Successful Bidder or the Back-Up Bidder at Auction (or the Stalking Horse Purchaser is selected as the Back-Up Bidder but the sale of the Assets is consummated and closed with another entity), the Debtors shall pay to the Stalking Horse Purchaser the Break-Up Fee by wire transfer of immediately available funds immediately, and contemporaneous with, the closing of the sale of the Assets from the first cash proceeds thereof. The Break-Up Fee shall constitute an administrative expense claim with priority under Section 507(a) of the Bankruptcy Code in favor of the Stalking Horse Purchaser.

III. Sale Hearing

The Debtors will seek entry of the Sale Order from the Court at the Sale Hearing to begin at **10:00 a.m. Pacific Time on April 17, 2019** (or at another date and time convenient to the Court) to approve and authorize the sale transaction to the Successful Bidder(s) on terms and conditions determined in accordance with the Bidding Procedures.

At the Sale Hearing, the Debtors will seek Court approval of the Sale to the Successful Bidder, (or, in the event the Successful Bidder fails to close, the Back-Up Bidder), free and clear of all liens, claims, interests, and encumbrances pursuant to § 363 of the Bankruptcy Code, with all liens, claims, interests, and encumbrances to attach to the sale proceeds with the same validity and in the same order of priority as they attached to the Purchased Assets (and to the extent included in the Successful Bid, the Other Assets prior to the Sale), including the assumption by

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the Debtors and assignment to the Successful Bidder of the Assumed Executory Contracts and Leases pursuant to Section 365 of the Bankruptcy Code. The Debtors will submit and present additional evidence, as necessary, at the Sale Hearing demonstrating that the Sale is fair, reasonable, and in the best interest of the Debtors' estates and all interested parties, and satisfies the standards necessary to approve a sale of the Purchased Assets and/or the Other Assets.

IV. Reservation

The Debtors reserve the right, as they may determine in their discretion and in accordance with their business judgment to be in the best interest of their estates, in consultation with their professionals and the Consultation Parties to: (i) modify the Bidding Procedures to discontinue incremental bidding and then require that any and all bidders or potential purchasers must submit their sealed, highest and best offer for the Purchased Assets and/or Other Assets; (ii) determine which Qualified Bid is the highest or otherwise best bid and which is the next highest or otherwise best bid; (iii) waive terms and conditions set forth herein with respect to all Potential Bidders; (iv) impose additional terms and conditions with respect to all Potential Bidders; (v) extend the deadlines set forth herein; (vi) continue or cancel the Auction and/or Sale Hearing in open court without further notice; and (vii) implement additional procedural rules that the Debtors determine, in their reasonable business judgment and in consultation with the Consultation Parties will better promote the goals of the bidding process; provided that such modifications are disclosed to each Qualified Bidder participating in the Auction; provided, however, and notwithstanding the foregoing, these Bid Procedures shall not be modified so as to alter, extinguish or modify any rights or interests of the Stalking Horse Purchaser expressly set forth herein or in the Stalking Horse APA.

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Exhibit 2

(Significant Dates)

• **Service of Notice of Sale Hearing:**	March 1, 2019
• **Service of Assumption/Cure Notice:**	March 5, 2019
• **Assumption/Cure Objection Deadline:**	March 22, 2019 at 4:00 p.m. (Pacific Time)
• **Partial Bid Deadline:**	March 28, 2019 at 4:00 p.m. (Pacific Time)
• **Full Bid Deadline:**	April 3, 2019 at 4:00 p.m. (Pacific Time)
• **Partial Bid Auction:**	April 8, 2019 at 10:00 a.m. (Pacific Time)
• **Full Bid Auction:**	April 9, 2019 at 10:00 a.m. (Pacific Time)
• **Notice of Results of Auction & Memorandum**	April 10, 2019 at 10:00 a.m. (Pacific Time)
• **Service of Notice of Contracts/Leases to be Assumed and Assigned:**	April 11, 2019 at 10:00 a.m. (Pacific Time)
• **Sale Objection Deadline:**	April 12, 2019 at 4:00 p.m. (Pacific Time)
• **Assumption and Assignment Objection Deadline:**	April 12, 2019 at 4:00 p.m. (Pacific Time)
• **Reply Deadline:**	April 15, 2019 at 4:00 p.m. (Pacific Time)
• **Sale Hearing:**	April 17, 2019 at 10:00 a.m. (Pacific Time)

Exhibit 3

(Procedures Notice)

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

In re VERITY HEALTH SYSTEM OF CALIFORNIA, INC., *et al.*, Debtors and Debtors In Possession.	Lead Case No. 2:18-bk-20151-ER Jointly Administered With: Case No. 2:18-bk-20162-ER Case No. 2:18-bk-20163-ER Case No. 2:18-bk-20164-ER Case No. 2:18-bk-20165-ER Case No. 2:18-bk-20167-ER Case No. 2:18-bk-20168-ER Case No. 2:18-bk-20169-ER Case No. 2:18-bk-20171-ER Case No. 2:18-bk-20172-ER Case No. 2:18-bk-20173-ER Case No. 2:18-bk-20175-ER Case No. 2:18-bk-20176-ER Case No. 2:18-bk-20178-ER Case No. 2:18-bk-20179-ER Case No. 2:18-bk-20180-ER Case No. 2:18-bk-20181-ER
☒ Affects All Debtors ☐ Affects Verity Health System of California, Inc. ☐ Affects O'Connor Hospital ☐ Affects Saint Louise Regional Hospital ☐ Affects St. Francis Medical Center ☐ Affects St. Vincent Medical Center ☐ Affects Seton Medical Center ☐ Affects O'Connor Hospital Foundation ☐ Affects Saint Louise Regional Hospital Foundation ☐ Affects St. Francis Medical Center of Lynwood Foundation ☐ Affects St. Vincent Foundation ☐ Affects St. Vincent Dialysis Center, Inc. ☐ Affects Seton Medical Center Foundation ☐ Affects Verity Business Services ☐ Affects Verity Medical Foundation ☐ Affects Verity Holdings, LLC ☐ Affects De Paul Ventures, LLC ☐ Affects De Paul Ventures - San Jose Dialysis, LLC Debtors and Debtors In Possession.	

NOTICE OF SALE PROCEDURES,
AUCTION DATE, AND SALE HEARING

PLEASE TAKE NOTICE that on January 17, 2019, the above-captioned debtors and debtors in possession (the "Debtors") filed the *Debtors' Notice of Motion and Motion for the Entry of (I) an Order (1) Approving Form of Asset Purchase Agreement for Stalking Horse Bidder and for Prospective Overbidders, (2) Approving Auction Sale Format, Bidding Procedures and Stalking Horse Bid Protections, (3) Approving Form of Notice to be Provided to Interested Parties, (4) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest Bidder, and (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; and (II) an Order (A) Authorizing the Sale of Property Free*

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and Clear of All Claims, Liens and Encumbrances (the "Motion").[7] The Debtors seek, among other things, to sell all assets of St. Francis Medical Center, St. Vincent Medical Center, St. Vincent Dialysis Center, Inc., Seton Medical Center and Seton Medical Center Coastside (the "Assets") to the successful bidder(s) (the "Successful Bidder"), at an auction free and clear of all liens, claims, encumbrances and other interests pursuant to Sections 363 and 365 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that, on [DATE], the Bankruptcy Court entered an order (the "Bidding Procedures Order") approving the Motion and the bidding procedures (the "Bidding Procedures"), which set the key dates and times related to the Sale of the Assets. All interested bidders should carefully read the Bidding Procedures Order and the Bidding Procedures. To the extent that there are any inconsistencies between the Bidding Procedures Order (including the Bidding Procedures) and the summary description of its terms and conditions contained in this Notice, the terms of the Bidding Procedures Order shall control.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Bidding Procedures, a partial bid auction (the "Partial Bid Auction") to sell the Assets will be conducted on **April 8, 2019, at 10:00 a.m. (prevailing Pacific Time)** at the offices of Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, California 90017, or at such other location as shall be identified in a notice filed with the Bankruptcy Court at least 24 hours before the Partial Bid Auction. Within forty-eight (48) hours of the conclusion of the Partial Bid Auction, the Debtors shall file a notice with the Bankruptcy Court identifying the Successful Bidder.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Bidding Procedures, a fill bid auction (the "Full Bid Auction") to sell the Assets will be conducted on **April 9, 2019 at 10:00 a.m. (prevailing Pacific Time)** at the offices of Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, California 90017, or at such other location as shall be identified in a notice filed with the Bankruptcy Court at least 24 hours before the Full Bid Auction. Within twenty-four (24) hours of the conclusion of the Full Bid Auction, the Debtors shall file a notice with the Bankruptcy Court identifying the Successful Bidder.

PLEASE TAKE FURTHER NOTICE that a hearing will be held to approve the sale of the Assets to the Successful Bidder (the "Sale Hearing") before the Honorable Ernest Robles, United States Bankruptcy Judge, United States Bankruptcy Court for the Central District of California, 255 E. Temple St., Los Angeles, California 90012 , Courtroom 1568, on **April 17, 2019 at 10:00 a.m. (prevailing Pacific Time)**, or at such time thereafter as counsel may be heard or at such other time as the Bankruptcy Court may determine. The Sale Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing. Objections to the Sale shall be filed with the Bankruptcy Court and served **so as to be received no later than 4:00 p.m. (prevailing Pacific Time) on April 12, 2019** by: (i) counsel to the Debtors: Dentons US LLP, 601 S. Figueroa Street, Suite 2500, Los Angeles, CA 90017 (Attn: Tania M. Moyron (tania.moyron@dentons.com)); (ii) the Debtors' Investment Banker: Cain Brothers, a division of KeyBanc Capital Markets, 1 California Street, Suite 2400, San Francisco, CA 94111 (Attn: James Moloney (jmoloney@cainbrothers.com)); (iii) counsel to the Official Committee: Milbank, Tweed, Hadley & McCloy LLP, 2029 Century Park East, 33rd Floor, Los

[7] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

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LOS ANGELES, CALIFORNIA 90017-5704
(213) 623-9300

Angeles, CA 90067 (Attn: Gregory A. Bray (gbray@milbank.com); (iv) counsel to the Master Trustee and Series 2005 Bond Trustee: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, MA 02111 (Attn: Daniel S. Bleck and Paul Ricotta (dsbleck@mintz.com, pricotta@mintz.com)); (v) counsel to the Series 2015 and Series 2017 Notes Trustee: Maslon, LLP, 3300 Wells Fargo Center, 90 South Seventh Street, Minneapolis, MN 55402 (Attn: Clark Whitmore (clark.whitmore@maslon.com) (collectively, the "Notice Parties"); (vi) counsel to the Stalking Horse Purchaser: Levene, Neale, Bender, Yoo & Brill L.L.P., 10250 Constellation Blvd., Suite 1700, Los Angeles, CA 90067 (Attn: Gary E. Klausner, Esq. (GEK@lnbyb.com); and (vii) the Office of the United States Trustee (the "U.S. Trustee"): 915 Wilshire Blvd., Suite 1850, Los Angeles, California 90017 (Attn: Hatty Yip (Hatty.Yip@usdoj.gov)).

PLEASE TAKE FURTHER NOTICE that this Notice of the Auction and Sale Hearing is subject to the full terms and conditions of the Motion, Bidding Procedures Order and Bidding Procedures, which Bidding Procedures Order shall control in the event of any conflict, and the Debtors encourage parties in interest to review such documents in their entirety. Any party that has not received a copy of the Motion or the Bidding Procedures Order that wishes to obtain a copy of the Motion, the Bidding Procedures Order (including all exhibits thereto), the Bidding Procedures, and the Stalking Horse APA, may make such a request in writing to Dentons US LLP, Attn: Samuel R. Maizel, 601South Figueroa Street, Suite 2500, Los Angeles, CA 90017 or by emailing samuel.maizel@dentons.com or by calling (213) 892-2910.

Dated: _ __, 2019

DENTONS US LLP
SAMUEL R. MAIZEL
TANIA M. MOYRON

By:_____

Attorneys for the Chapter 11 Debtors and Debtors In Possession

DENTONS US LLP
601 SOUTH FIGUEROA STREET, SUITE 2500
LOS ANGELES, CALIFORNIA 90017-5704
(213) 623-9300

Exhibit 4

(Cure Notice)

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

In re VERITY HEALTH SYSTEM OF CALIFORNIA, INC., *et al.*, Debtors and Debtors In Possession.	Lead Case No. 2:18-bk-20151-ER Jointly Administered With: Case No. 2:18-bk-20162-ER Case No. 2:18-bk-20163-ER Case No. 2:18-bk-20164-ER Case No. 2:18-bk-20165-ER Case No. 2:18-bk-20167-ER Case No. 2:18-bk-20168-ER Case No. 2:18-bk-20169-ER Case No. 2:18-bk-20171-ER Case No. 2:18-bk-20172-ER Case No. 2:18-bk-20173-ER Case No. 2:18-bk-20175-ER Case No. 2:18-bk-20176-ER Case No. 2:18-bk-20178-ER Case No. 2:18-bk-20179-ER Case No. 2:18-bk-20180-ER Case No. 2:18-bk-20181-ER
☒ Affects All Debtors ☐ Affects Verity Health System of California, Inc. ☐ Affects O'Connor Hospital ☐ Affects Saint Louise Regional Hospital ☐ Affects St. Francis Medical Center ☐ Affects St. Vincent Medical Center ☐ Affects Seton Medical Center ☐ Affects O'Connor Hospital Foundation ☐ Affects Saint Louise Regional Hospital Foundation ☐ Affects St. Francis Medical Center of Lynwood Foundation ☐ Affects St. Vincent Foundation ☐ Affects St. Vincent Dialysis Center, Inc. ☐ Affects Seton Medical Center Foundation ☐ Affects Verity Business Services ☐ Affects Verity Medical Foundation ☐ Affects Verity Holdings, LLC ☐ Affects De Paul Ventures, LLC ☐ Affects De Paul Ventures - San Jose Dialysis, LLC Debtors and Debtors In Possession.	

NOTICE TO COUNTERPARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES OF THE DEBTORS THAT MAY BE ASSUMED AND ASSIGNED

PLEASE TAKE NOTICE that on January 17, 2019, the above-captioned debtors and debtors in possession (the "Debtors") filed the *Debtors' Notice of Motion and Motion for the Entry of (I) an Order (1) Approving Form of Asset Purchase Agreement for Stalking Horse Bidder and for Prospective Overbidders, (2) Approving Auction Sale Format, Bidding Procedures and Stalking Horse Bid Protections, (3) Approving Form of Notice to be Provided to Interested Parties, (4) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest Bidder, and (5) Approving Procedures Related to the Assumption of Certain Executory*

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Contracts and Unexpired Leases; and (II) an Order (A) Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances (the "Motion").[8]

PLEASE TAKE FURTHER NOTICE that, on [DATE], the Court entered an Order (the "Bidding Procedures Order") approving, among other things, the Bidding Procedures requested in the Motion, which Bidding Procedures Order governs (i) the bidding process for the sale of certain assets (the "Assets") of the Debtors and (ii) procedures for the assumption and assignment of certain of the Debtors' executory contracts and unexpired leases.

PLEASE TAKE FURTHER NOTICE that the Motion also seeks Court approval of the sale (the "Sale") of the Assets to the Successful Bidder(s), free and clear of all liens, claims, interests and encumbrances pursuant to Section 363 of the Bankruptcy Code, including the assumption by the Debtors and assignment to the buyer(s) of certain executory contracts and unexpired leases pursuant to Section 365 of the Bankruptcy Code (the "Executory Contracts Subject to Assumption"), with such liens, claims, interests and encumbrances to attach to the proceeds of the Sale with the same priority, validity and enforceability as they had prior to such Sale. Within forty eight (48) hours following the conclusion of the Auction, the Debtors shall file a notice identifying the Successful Bidder(s) with the Bankruptcy Court and serve such notice by fax, email or overnight mail to all counterparties whose contracts are to be assumed and assigned. Any counterparty to an Executory Contracts Subject to Assumption that wishes to receive such notice by email or fax, must provide their email address or fax number to Dentons US LLP, Attn: Samuel R. Maizel by emailing samuel.maizel@dentons.com or calling (213) 892-2910 before the Auction.

PLEASE TAKE FURTHER NOTICE that an evidentiary hearing (the "Sale Hearing") to approve the Sale and authorize the assumption and assignment of the Assumed Executory Contracts will be held on **April 17, 2019 at 10:00 a.m. (prevailing Pacific Time)**, before the United States Bankruptcy Court for the Central District of California, 255 E. Temple St., Los Angeles, California 90012 , Courtroom 1568. The Sale Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing.

PLEASE TAKE FURTHER NOTICE that, consistent with the Bidding Procedures Order, the Debtors may seek to assume an executory contract or unexpired lease to which you may be a party. The Executory Contracts Subject to Assumption are described on Exhibit A attached to this Notice. The amount shown on Exhibit A hereto as the "Cure Amount" is the amount, if any, which the Debtors assert is owed to cure any defaults existing under the Assumed Executory Contract.

PLEASE TAKE FURTHER NOTICE that if you disagree with the Cure Amount shown for the Executory Contract(s) Subject to Assumption on Exhibit A to which you are a party, you must file in writing with the United States Bankruptcy Court for the Central District of California, 255 E. Temple St., Los Angeles, California 90012, an objection on or before **March 22, 2019 at 4:00 p.m. (prevailing Pacific Time)**. Any objection must set forth the specific default or defaults alleged and set forth any cure amount as alleged by you. If a contract or lease is assumed and assigned pursuant to a Court order approving same, then unless you properly file

[8] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

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and serve an objection to the Cure Amount contained in this Notice, you will receive at the time of the closing of the sale (or as soon as reasonably practicable thereafter), the Cure Amount set forth herein, if any. Any counterparty to an Executory Contract Subject to Assumption that fails to timely file and serve an objection to the Cure Amounts shall be forever barred from asserting that a Cure Amount is owed in an amount in excess of the amount, if any, set forth in the attached Exhibit A.

PLEASE TAKE FURTHER NOTICE that if you have any other objection to the Debtors' assumption and assignment of the Executory Contract Subject to Assumption (including an objection based on adequate assurance of future performance by the Stalking Horse Purchaser[9] under the Assumed Executory Contract) to which you may be a party, you also must file that objection in writing no later **than 4:00 p.m. (prevailing Pacific Time) on April 12, 2019** provided, however, that if any Successful Bidder is not the Stalking Horse Purchaser, any counterparty to an Executory Contract Subject to Assumption may raise an objection to the assumption and assignment of the Executory Contracts Subject to Assumption solely with respect to such Successful Bidder's ability to provide adequate assurance of future performance under the Assumed Executory Contract at the Sale Hearing, or any time before the Sale Hearing.

PLEASE TAKE FURTHER NOTICE that any objection you may file must be served so as to be received by the following parties by the applicable objection deadline date and time: (i) counsel to the Debtors: Dentons US LLP, 601 S. Figueroa Street, Suite 2500, Los Angeles, CA 90017 (Attn: Tania M. Moyron (tania.moyron@dentons.com)); (ii) the Debtors' Investment Banker: Cain Brothers, a division of KeyBanc Capital Markets, 1 California Street, Suite 2400, San Francisco, CA 94111 (Attn: James Moloney (jmoloney@cainbrothers.com)); (iii) counsel to the Official Committee: Milbank, Tweed, Hadley & McCloy LLP, 2029 Century Park East, 33rd Floor, Los Angeles, CA 90067 (Attn: Gregory A. Bray (gbray@milbank.com); (iv) counsel to the Master Trustee and Series 2005 Bond Trustee: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, MA 02111 (Attn: Daniel S. Bleck and Paul Ricotta (dsbleck@mintz.com, pricotta@mintz.com)); (v) counsel to the Series 2015 and Series 2017 Notes Trustee: Maslon, LLP, 3300 Wells Fargo Center, 90 South Seventh Street, Minneapolis, MN 55402 (Attn: Clark Whitmore (clark.whitmore@maslon.com) (collectively, the "Notice Parties"); (vi) counsel to the Stalking Horse Purchaser: Levene, Neale, Bender, Yoo & Brill L.L.P., 10250 Constellation Blvd., Suite 1700, Los Angeles, CA 90067 (Attn: Gary E. Klausner, Esq. (GEK@lnbyb.com); and (vii) the Office of the United States Trustee (the "U.S. Trustee"): 915 Wilshire Blvd., Suite 1850, Los Angeles, California 90017 (Attn: Hatty Yip (Hatty.Yip@usdoj.gov)).

PLEASE TAKE FURTHER NOTICE that the Successful Bidder shall be responsible for satisfying any requirements regarding adequate assurance of future performance that may be imposed under §§ 365(b) and (f) of the Bankruptcy Code, 11 U.S.C. § 101, *et seq.*, in connection with the proposed assignment of any Assumed Executory Contract. The Court shall make its determinations concerning adequate assurance of future performance under the Assumed Executory Contracts pursuant to 11 U.S.C. §§ 365(b) and (f) at the Sale Hearing.

PLEASE TAKE FURTHER NOTICE that Assumption Objections may be resolved by the Court at the Sale Hearing, or at a separate hearing either before or after the Sale Hearing.

[9] The Stalking Horse Purchaser is Strategic Global Management, Inc.

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PLEASE TAKE FURTHER NOTICE that, except to the extent otherwise provided in the Purchase Agreement with the Successful Bidder(s), pursuant to § 365(k) of the Bankruptcy Code, the Debtors and their estates shall be relieved of all liability accruing or arising after the effective date of assumption and assignment of the Assumed Executory Contracts.

PLEASE TAKE FURTHER NOTICE that nothing contained herein shall obligate the Debtors to assume any Assumed Executory Contracts or to pay any Cure Amount.[10]

PLEASE TAKE FURTHER NOTICE THAT IF YOU DO NOT TIMELY FILE AND SERVE AN OBJECTION AS STATED ABOVE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITH NO FURTHER NOTICE.

ANY COUNTERPARTY TO ANY ASSUMED EXECUTORY CONTRACT WHO DOES NOT FILE A TIMELY OBJECTION TO THE CURE AMOUNT FOR SUCH ASSUMED EXECUTORY CONTRACT IS DEEMED TO HAVE CONSENTED TO SUCH CURE AMOUNT.

Dated: ___, 2019

DENTONS US LLP
SAMUEL R. MAIZEL
TANIA M. MOYRON

By:_____

Attorneys for the Chapter 11 Debtors and Debtors In Possession

DENTONS US LLP
601 SOUTH FIGUEROA STREET, SUITE 2500
LOS ANGELES, CALIFORNIA 90017-5704
(213) 623-9300

[10] "Executory Contracts Subject to Assumption" are those Contracts and Leases that the Debtors believe may be assumed and assigned as part of the orderly transfer of the Assets; however, the Successful Bidder may choose to exclude certain of the Debtors' Contracts or Leases from the list of Assumed Executory Contracts as part of their Qualifying Bid, causing such Contracts and Leases not to be assumed by the Debtors.

Exhibit A

(Assumed Executory Contracts)

ONS US LLP
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Title 11, California Code of Regulations, § 999.5(d)(2)(D)

Exhibit 5

5A

AGI
AVANT GROUP, INC.

August 10, 2018

Ms. Elizabeth Kim
Vice President
Cain Brothers, a division of KeyBanc Capital Markets
601 California Street, Suite 1505
San Francisco, CA 94018

Re: Seton Campus, Daly City, Ca.

Dear Ms. Kim,

On behalf of Avant Group, Inc. (AGI), thank you for considering our company as it relates to the disposition of the Seton Campus property in Daly City. AGI has a 15-year track record of successfully developing mixed-use multifamily assets located in urban-infill Bay Area locations. We believe that the Seton Campus property presents a unique opportunity to develop an exceptional mixed-use project.

Amongst our many successes, AGI has enjoyed a productive 10-year development partnership with the California Public Employees Retirement System (CalPERS). As their fiduciaries, we have executed the development of over half a billion dollars of multifamily development projects (1,200+ dwelling units) in the Bay Area.

Of relevance to the Seton Campus site, AGI is pleased to have recently been selected by the City of South San Francisco to develop a 6-acre, 800+ unit project on City land next to the South San Francisco BART Station. AGI was selected in a competitive RFP process from a pool of 11 development teams. We believe the nature of this site and market have similarities to the Seton Campus site.

Pursuant to the questions in your email dated August 6th, please find our responses, below:

- *Provide a summary of process, timetable and the key milestones for you to determine the viability of the Seton Medical Campus as a multi-family redevelopment site.*

  Upon entering an agreement as the sole company pursuing the acquisition of the Seton Campus property, AGI estimates it would require ninety (90) days to evaluate the viability of the property as a multi-family development site. During this timeframe, AGI would complete its due diligence of the property. Examples of diligence matters specific to the property include: title review, land survey, geotechnical review, environmental review, property condition assessment, land use review, development feasibility review by architect and general contractor.

- *Specifically, we would like to know what discussion you would need to have with Daly City and any other government agencies and how long those discussion would take to get a reasonable idea about what would be possible on this site.*

AGI believes we would require 1-2 months to complete preliminary review of the site's development potential with municipal interests. AGI understands the sensitive nature of this property, and would therefore try to limit public agency engagement as much as is feasible. Potential City parties could include the Department of Economic and Community Development, the City Attorney, the City Manager, and Mayor. AGI has personal relationships with both the Mayor and City Attorney.

- *How long do you estimate it would take to get the parcels fully entitled?*

  AGI believes entitlement of the parcels will take 12-18 months.

- *Please provide an estimated range of values for the parcel today, an estimated range of values if we allowed you a 45 day period to meet with Daly City and consult with architects and engineers, and an estimated range of values if you acquired the parcel after completing the entitlement process.*

  AGI attributes the following estimated ranges to the property:

	Value Today	Value after 45 days[1]	Value upon entitlement
Fee Simple purchase	$10,000,000-$15,000,000	$10,000,000-$15,000,000	$40,000,000-$50,000,000

- *Would you be willing to consider being a stalking horse bidder and enter into an asset purchase agreement after having 45 days to evaluate the project and meet with the city?*

  Yes, assuming the asset purchase agreement provides for a due diligence period.

- *Summarize any other considerations that we should be aware of with respect to this project.*

  None at this time.

We appreciate your interest in AGI for the Seton Campus property. The scale, existing structures and topography of the site create what may be an unparalleled opportunity for mixed-use development. Should we be chosen to advance in this process, we welcome the opportunity to complete further review of the property. Please do not hesitate to contact me with any questions.

Sincerely,

[redacted]

Jesse Herzog

[1] Given 90 days and completion of due diligence, the value could be $20,000,000-$25,000,000 unentitled.

AGI
AVANT GROUP, INC.

Managing Principal

Cc: Eric Tao, Managing Executive Principal

5B

AHMC Healthcare Inc.

Anaheim Regional Medical Center Garfield Medical Center Greater El Monte Community Hospital
Monterey Park Hospital San Gabriel Valley Medical Center Whittier Hospital Medical Center

August 20, 2018

Carsten Beith, Managing Director
Jim Maloney, Managing Director
Cain Brothers

Gentlemen:

I am pleased to submit on behalf of AHMC Healthcare Inc. our preliminary nonbinding proposal to Verity Health System in response to its Offering Memorandum seeking buyers for St Francis Medical Center and St Vincent Medical Center.

Overview of AHMC Healthcare Inc.

As one of the leading and most respected locally operated health care organizations in Southern California, with a demonstrated track record of successfully acquiring, integrating and operating essential acute care community hospitals, AHMC Healthcare Inc. is uniquely qualified and positioned to offer Verity Health System a relationship that creates long-term value for the hospitals, local physicians, employees and area residents.

AHMC Healthcare Inc. has an established track record of successfully completing transactions of this type in California. Testament to this fact is the successful transaction completed with CHW (now known as Dignity Health) in 2008 relative to San Gabriel Valley Medical Center. Similarly, in 2009, we successfully completed the acquisition of Anaheim Memorial Medical Center, another major non-profit community-based hospital in Orange County California. In each of these instances we have been warmly welcomed by all constituent groups, secured all regulatory approvals and have expanded programs and services to the communities we serve.

As you know the Founder of AHMC Healthcare Inc., Dr. Jonathan Wu, has assembled and retained an experienced and well qualified team, led by Eric Tuckman, who enjoys a long standing trusted relationship with the regulatory and governmental agencies (including the California Attorney General's Office) assigned responsibility for transactions of this type.

We believe we are uniquely qualified and have more than sufficient resources available to complete this transaction in an expedited fashion. Subject to the performance of confirmatory due diligence and depending upon the review period utilized by the California Attorney General we are prepared to Close this transaction upon receipt of required regulatory and governmental approvals. We would require no longer than a 60-day due diligence period.

AHMC Healthcare Inc.

Anaheim Regional Medical Center | Garfield Medical Center | Greater El Monte Community Hospital
Monterey Park Hospital | San Gabriel Valley Medical Center | Whittier Hospital Medical Center

Our proposal outlines a structure that involves the acquisition of substantially all of the assets associated with St Francis Medical Center and St Vincent Medical Center. We believe our proposal as presently structured provides the Verity Health System with maximal economic value, preserves essential access to high quality services residents of the community have enjoyed for many years and delivers long-term value by creating an expanded comprehensive well-coordinated community-based regional health care delivery network.

We look forward to speaking with you in the near future and initiating the next steps outlined for this process.

Sincerely,

/s/

Jonathan Wu M.D, PH. D
Chairman

.

AHMC Healthcare Inc.

Anaheim Regional Medical Center Garfield Medical Center Greater El Monte Community Hospital
Monterey Park Hospital San Gabriel Valley Medical Center Whittier Hospital Medical Center

Preliminary Non-Binding Expression of Interest
St Francis Medical Center and St Vincent Medical Center

Description of Proposed Transaction

AHMC Healthcare Inc. ("AHMC Healthcare Inc.") or its designated affiliate will acquire from Verity Health System certain assets and assume identified liabilities of St Francis Medical Center and St Vincent Medical Center relating to the operation of these acute care facilities including certain businesses ancillary thereto (the "LA County Facilities").

AHMC Healthcare Inc., in conjunction with its existing and affiliated health care facilities, affiliated physicians and medical groups and licensed health care plan, envisions the development of an expanded regional and community-based health care delivery system that stretches throughout Southern California.

With significant experience operating large urban hospitals, well-developed physician integration capabilities and extensive experience in managing defined populations utilizing risk-based reimbursement, AHMC Healthcare Inc. is uniquely positioned to succeed in the post reform healthcare environment.

In each of the communities we serve we enjoy broad community support and appreciation due to AHMC Healthcare Inc.'s. high ethical standards, commitment to quality patient care and active and direct involvement in numerous community services and activities. These organizational characteristics, along with our demonstrated track record of successful operating performance, has made AHMC Healthcare Inc. an integral and valued partner in communities throughout Southern California.

Building upon the existing base of services and organizational capabilities of AHMC Healthcare Inc. and its affiliated facilities and entities we believe this opportunity offers innovative ways to secure and stabilize the LA County Facilities and ensure for years to come the following benefits and advantages:

- deliver quality patient care
- improve existing facilities
- maintain current programs in the community
- implement the expanded delivery of coordinated population health services
- maximize the efficient use of resources to permit the expansion of programs and services as part of an overall expanded regional health care delivery network.

55 S. Raymond Ave. Suite 105, Alhambra, Ca 91801
Tel: 626.289.9004 Fax: 626.289.8952

Structure

The transaction structure AHMC Healthcare Inc., will utilize to consummate this transaction is an asset purchase agreement, in the context of an anticipated bankruptcy proceeding, with customary warranties, representations, covenants and conditions and contractual terms consistent with transactions of this type and scope.

Total Acquisition Consideration

The total consideration for the proposed transaction will be financed internally by AHMC Healthcare and will be structured as follows:

Cash Payments

a. The sum of **240 Million Dollars**, plus or minus the book value of the Net Working Capital (defined below) of the LA County Facilities (inclusive of all outpatient/ancillary sites and professional building described in the Offering Memorandum), as of the Closing Date. For the purposes of this Preliminary Expression of Interest, AHMC Healthcare Inc. does not have sufficient information to attribute a value to the professional buildings, however we expect this valuation to be relatively minimal.

b. Amounts as set forth below each year for a period of two (2) years, calculated on an annual basis, equal to all net amounts allocated to the LA County Facilities under the California Provider Fee Program and MediCal DSH &Trauma Programs (both SB 855 and SB 1255) during the respective State fiscal years. For the purposes of this Section "net amounts" shall mean those amounts retained after payment of applicable Provider Tax and contributions of required amounts to the CHA Foundation. An agreed upon schedule of such amounts shall be included as an exhibit to the Asset Purchase Agreement. We estimate this component to be approximately **$65.5M**.

   SFY 18/19- 25% of Net Amounts
   SFY 19/20*- 25% of Net Amounts

   **QAF &DSH/TRAUMA net amounts must be at least 80% of 2019 net amounts to trigger any payments during this year.*

c. Total consideration under the structure we have proposed would constitute **305.5M** for the La County Facilities. Our allocation of purchase price would attribute **$270.5M** to St Francis Medical Center and **$35M** to St Vincent Medical Center

The term "Net Working Capital" is defined as an amount equal to the difference between (i) the current assets of the LA County Facilities, which shall include only useable inventories and prepaid expenses which provide benefits to AHMC Healthcare Inc. after Closing as set forth on the unaudited balance sheet dated immediately prior to the Closing and (ii) the current liabilities of La County Facilities, which shall consist only of accrued payroll and related expenses recorded consistent with historical accounting policies and practices.

Acquired Assets

Assets to be acquired or assigned include, but are not limited to (collectively, the "Assets"):

- The property, plant and equipment used in the operation of the LA County Facilities;
- The Medical Office Buildings associated with the LA County Facilities described in the Confidential Offering Memorandum
- LA County Facilities interest in any subsidiary entities, exclusive of any funding raising foundation entities.
- The LA County Facilities' prepaid expenses, useable inventory and supplies as of the Closing Date;
- LA County Facilities patient records, commercially reasonable contracts and leases (except the Integrity management agreement), and, to the extent transferable, all licenses, accreditations and permits, including the assignment of existing provider agreements and numbers;
- Other assets (including intangibles) used in various operations supportive of and ancillary to the LA County Facilities' operations as mutually agreeable; including all names (exclusive of Verity Health Services), including derivatives thereof, associated with the LA County Facilities.

All of the assets to be acquired or assigned shall be transferred free and clear of all liens, obligations or encumbrances of any kind.

Retained Assets

The Assets shall not include the following (the "Retained Assets").

- Cash and other investments, including assets whose use is limited;
- The LA County Facilities' accounts receivable, including estimated payments due under private third-party payment programs. AHMC is willing to discuss acquisition/collection of the LA County Facilities Accounts Receivable if that is desired.
- Rights in bequests, donor-restricted gifts and the like.

Assumed Liabilities

Subject to due diligence, AHMC Healthcare Inc. will assume the following liabilities with respect to the LA County Facilities:

- Accrued payroll and related expenses;
- All commercially reasonable contracts and leases material to the LA County Facilities' current operations and other operating obligations of the LA County Facilities, as mutually agreeable.

Excluded Liabilities

Liabilities to be excluded from the transaction include:

- Long-term debt and other long-term obligations (e.g. capital leases) including the current portion thereof. Verity Health System and/or its respective affiliate or subsidiary entities shall be solely responsible for defeasing or otherwise extinguishing outstanding obligations such that the acquired assets are delivered at the Closing free and clear, except for expressly assumed liabilities.
- Medical malpractices liabilities to the extent arising before Closing and all liabilities related to LA County Facilities' employment and benefit programs;
- Verity Health System system-wide tangibles and intangible assets
- St Francis Medical Center Foundation and St Vincent Medical Center Foundation and their assets

- All employee benefit, retirement and pension plans, including but not limited to any defined benefit pension and post retirement plans.

- All other liabilities arising prior to Closing including, without limitation, liability for all acts, omissions and occurrences prior to Closing.

- Liabilities associated with Retained Assets and other liabilities not specifically assumed.

Governance

As is its custom, AHMC Healthcare Inc. will establish a local governing body ("Governing Body") at the LA County Facilities comprised of local community leader and Medical Staff members. The local Governing Body will act in a non-fiduciary capacity and will have primary responsibility for the maintenance of JCAHO requirements and ensuring quality of care.

Medical Staff

The existing Medical staff organization will continue to function in its historical role. We do not contemplate any significant changes in the activities or operations of the existing medical staff governance structure.

Pastoral Care Program

AHMC Healthcare Inc. will continue to conduct the activities of the LA County Facilities as facilities that maintains "interfaith" missions. The historical policies and procedures, which have been utilized, to select chaplains and provide pastoral care services will be continued.

Charity Care and Community Benefit Programs

AHMC Healthcare Inc. recognizes and is willing to commit to the historical tradition of providing care to the underserved. In furtherance of this commitment, AHMC Healthcare Inc. will adopt the LA County Facilities existing charity care practices and will contractually commit to providing historical levels of charity care and community benefit programs provided at the hospital in conformity with the methodology adopted by the California Attorney General.

AHMC Healthcare Inc.

Anaheim Regional Medical Center Garfield Medical Center Greater El Monte Community Hospital
Monterey Park Hospital San Gabriel Valley Medical Center Whittier Hospital Medical Center

Acute Care and Emergency Services

AHMC Healthcare Inc. is willing to contractually commit to the maintenance of LA County Facilities as acute care facilities in accordance with the provisions of the approvals granted by the California Attorney General on December 3, 2015. Similarly, AHMC Healthcare Inc. recognizes, acknowledges and will maintain the essential role the hospitals serve in the delivery of emergency services to the community and as part of the County's emergency services network.

Employee Matters

Each active LA County Facilities employee in good standing will be offered employment by AHMC Healthcare Inc. in accordance with AHMC Healthcare Inc.'s usual and customary policies. Employees will be given credit for length of service for purposes of determining eligibility for participation in various benefits plans and seniority consistent with AHMC Healthcare Inc.'s policies. AHMC HealthCare Inc. will retain and honor the existing collective bargaining agreements with all labor unions representing employee bargaining units at the hospital.

Conditions to Close:

Conditions to Close will include:

- No material adverse change in operations or business prospects of the LA County Facilities;
- Completion of satisfactory operational, legal, fraud and abuse, and financial due diligence (diligence list to be provided separately);
- Receipt of an acceptable Phase I environmental survey to be delivered to AHMC Healthcare Inc. by St Francis Medical Center;
- Receipt of necessary State licensure and California Attorney General approval;
- Receipt of an acceptable ALTA title insurance policy;
- The assignment of material contracts related to the operation of the LA County Facilities; and
- The approval of the Board of Directors of AHMC Healthcare Inc.

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Tel: 626.289.9004 Fax: 626.289.8952

Closing Date

AHMC Healthcare Inc. is prepared to close this transaction in an expedited fashion. Consequently, subject to receipt of all regulatory and governmental approvals we are willing to negotiate a definitive purchase agreement that stipulates a Closing immediately upon receipt of such approvals and satisfaction of other mutually stipulated conditions.

THIS PROPOSAL IS A NON-BINDING EXPRESSION OF CERTAIN MATTERS ONLY FOR DISCUSSION PURPOSES AND SHALL NOT GIVE RISE TO ANY OBLIGATIONS OR LIABILTIY BETWEEN THE PARTIES. UNTIL THE EXECUTION OF A MUTUALLY AGREEABLE DEFINITIVE AGREEMENT, NO BINDING AGREEMENT WILL EXIST BETWEEN THE PARTIES.

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AHMC Healthcare Inc.

Anaheim Regional Medical Center | Garfield Medical Center | Greater El Monte Community Hospital
Monterey Park Hospital | San Gabriel Valley Medical Center | Whittier Hospital Medical Center

August 31, 2018

Carsten Beith, Managing Director
Jim Maloney, Managing Director
Cain Brothers

Gentlemen:

I am pleased to submit on behalf of AHMC Healthcare Inc. our revised preliminary nonbinding proposal to Verity Health System in response to its Offering Memorandum seeking buyers for St Francis Medical Center and St Vincent Medical Center and certain holding of Verity Holdings LLC.

Overview of AHMC Healthcare Inc.

As one of the leading and most respected locally operated health care organizations in Southern California, with a demonstrated track record of successfully acquiring, integrating and operating essential acute care community hospitals, AHMC Healthcare Inc. is uniquely qualified and positioned to offer Verity Health System a relationship that creates long-term value for the hospitals, local physicians, employees and area residents.

AHMC Healthcare Inc. has an established track record of successfully completing transactions of this type in California. Testament to this fact is the successful transaction completed with CHW (now known as Dignity Health) in 2008 relative to San Gabriel Valley Medical Center. Similarly, in 2009, we successfully completed the acquisition of Anaheim Memorial Medical Center, another major non-profit community-based hospital in Orange County California. In each of these instances we have been warmly welcomed by all constituent groups, secured all regulatory approvals and have expanded programs and services to the communities we serve.

As you know the Founder of AHMC Healthcare Inc., Dr. Jonathan Wu, has assembled and retained an experienced and well qualified team, led by Eric Tuckman, who enjoys a long standing trusted relationship with the regulatory and governmental agencies (including the California Attorney General's Office) assigned responsibility for transactions of this type.

We believe we are uniquely qualified and have more than sufficient resources available to complete this transaction in an expedited fashion. Subject to the performance of confirmatory due diligence and depending upon the review period utilized by the California Attorney General we are prepared to Close this transaction upon receipt of

required regulatory and governmental approvals. We would require no longer than a 60-day due diligence period.

Our proposal outlines a structure that involves the acquisition of substantially all of the assets associated with St Francis Medical Center and St Vincent Medical Center as well as related medical office buildings and real estate for each facility owned by Verity Holdings.

We believe our proposal as presently structured provides the selling entities with maximal economic value, preserves essential access to high quality services residents of the community have enjoyed for many years and delivers long-term value by creating an expanded comprehensive well-coordinated community-based regional health care delivery network.

We look forward to speaking with you in the near future and initiating the next steps outlined for this process.

Sincerely,

/s/

Jonathan Wu M.D, PH. D
Chairman

.

AHMC Healthcare Inc.

Anaheim Regional Medical Center | Garfield Medical Center | Greater El Monte Community Hospital
Monterey Park Hospital | San Gabriel Valley Medical Center | Whittier Hospital Medical Center

Preliminary Non-Binding Expression of Interest
St Francis Medical Center and St Vincent Medical Center

Description of Proposed Transaction

AHMC Healthcare Inc. ("AHMC Healthcare Inc.") or its designated affiliate will acquire from Verity Health System and Verity Holding LLC certain assets and assume identified liabilities of St Francis Medical Center and St Vincent Medical Center relating to the operation of these acute care facilities, including certain businesses ancillary thereto (the "LA County Facilities").

AHMC Healthcare Inc., in conjunction with its existing and affiliated health care facilities, affiliated physicians and medical groups and licensed health care plan, envisions the development of an expanded regional and community-based health care delivery system that stretches throughout Southern California.

With significant experience operating large urban hospitals, well-developed physician integration capabilities and extensive experience in managing defined populations utilizing risk-based reimbursement, AHMC Healthcare Inc. is uniquely positioned to succeed in the post reform healthcare environment.

In each of the communities we serve we enjoy broad community support and appreciation due to AHMC Healthcare Inc.'s. high ethical standards, commitment to quality patient care and active and direct involvement in numerous community services and activities. These organizational characteristics, along with our demonstrated track record of successful operating performance, has made AHMC Healthcare Inc. an integral and valued partner in communities throughout Southern California.

Building upon the existing base of services and organizational capabilities of AHMC Healthcare Inc. and its affiliated facilities and entities we believe this opportunity offers innovative ways to secure and stabilize the LA County Facilities and ensure for years to come the following benefits and advantages:

- deliver quality patient care
- improve existing facilities
- maintain current programs in the community
- implement the expanded delivery of coordinated population health services
- maximize the efficient use of resources to permit the expansion of programs and services as part of an overall expanded regional health care delivery network.

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Structure

The transaction structure AHMC Healthcare Inc., will utilize to consummate this transaction is an asset purchase agreement, in the context of an anticipated bankruptcy proceeding, with customary warranties, representations, covenants and conditions and contractual terms consistent with transactions of this type and scope.

Total Acquisition Consideration

The total consideration for the proposed transaction will be financed internally by AHMC Healthcare and will be structured as follows:

Cash Payments and Retained Supplemental Medicaid payments

a. The sum of **250 Million Dollars**, plus or minus the book value of the Net Working Capital (defined below) of the LA County Facilities (inclusive of all outpatient/ancillary sites and professional buildings described in the Offering Memorandum), as of the Closing Date.

b. Irrespective of when received or when recognized under accounting recognition methodologies utilized, the amounts set forth below each year for a period of three (3) years, calculated on an annual basis, equal to all net amounts allocated to the LA County Facilities under the California Provider Fee Program and MediCal DSH &Trauma Programs (both SB 855 and SB 1255) during the respective State fiscal years. For the purposes of this Section "net amounts" shall mean those amounts retained after payment of applicable Provider Tax and contributions of required amounts to the CHA Foundation. **An agreed upon schedule of such amounts shall be included as an exhibit to the Asset Purchase Agreement.**

   Assuming a Closing on or about April 1, 2019, we estimate this component would be allocated as follows:

   SFY 18/19- Verity Retention of 75% of Net Amounts ($92.25M)

   SFY 19/20*- AHMC Payment of 25% of Net Amounts ($30.75M)
   SFY 20/21*- AHMC Payment of 25% of Net Amounts ($30.75M)

   **QAF &DSH/TRAUMA net amounts must be at least 80% of SFY 19/19 net amounts to trigger any payments during these years.*

c. We estimate that total cash consideration AHMC would pay under the structure we have proposed would constitute **$311.5M** for the La County Facilities.

   Our allocation of purchase price would attribute **$270M** to St Francis Medical Center (including its two medical office buildings), **$20M** to St Vincent Medical Center and **$21.5M** to the related MOB's and vacant real estate attributed to the St Vincent Medical Center campus and owned by Verity Holding LLC.

The term "Net Working Capital" is defined as an amount equal to the difference between (i) the current assets of the LA County Facilities, which shall include only useable inventories and prepaid expenses which provide benefits to AHMC Healthcare Inc. after Closing as set forth on the unaudited balance sheet dated immediately prior to the Closing and (ii) the current liabilities of La County Facilities, which shall consist only of accrued payroll and related expenses recorded consistent with historical accounting policies and practices.

Acquired Assets

Assets to be acquired or assigned include, but are not limited to (collectively, the "Assets"):

- The property, plant and equipment used in the operation of the LA County Facilities;
- The medical office buildings ("MOB") and vacant real estate associated with the LA County Facilities described in the Confidential Offering Memorandum
- LA County Facilities interest in any subsidiary entities, exclusive of any funding raising foundation entities.
- The LA County Facilities' prepaid expenses, useable inventory and supplies as of the Closing Date;
- LA County Facilities patient records, commercially reasonable contracts and leases (except the Integrity management agreement), and, to the extent transferable, all licenses, accreditations and permits, including the assignment of existing provider agreements and numbers;
- Other assets (including intangibles) used in various operations supportive of and ancillary to the LA County Facilities' operations as mutually agreeable; including all names (exclusive of Verity Health Services), including derivatives thereof, associated with the LA County Facilities.

All of the assets to be acquired or assigned shall be transferred free and clear of all liens, obligations or encumbrances of any kind.

Retained Assets

The Assets shall not include the following (the "Retained Assets").

- Cash and other investments, including assets whose use is limited;
- The LA County Facilities' accounts receivable, including estimated payments due under private third-party payment programs. AHMC is willing to discuss acquisition/collection of the LA County Facilities Accounts Receivable if that is desired.
- Rights in bequests, donor-restricted gifts and the like.
- Verity Health System Medical Foundation

Assumed Liabilities

Subject to due diligence, AHMC Healthcare Inc. will assume the following liabilities with respect to the LA County Facilities:

- Accrued payroll and related expenses;
- All commercially reasonable contracts and leases material to the LA County Facilities' current operations and other operating obligations of the LA County Facilities, as mutually agreeable.

Excluded Liabilities

Liabilities to be excluded from the transaction include:

- Long-term debt and other long-term obligations (e.g. capital leases) including the current portion thereof. Verity Health System, Verity Holdings LLC and/or their respective affiliate or subsidiary entities shall be solely responsible for defeasing or otherwise extinguishing outstanding obligations such that the acquired assets are delivered at the Closing free and clear, except for expressly assumed liabilities.
- Medical malpractices liabilities to the extent arising before Closing and all liabilities related to LA County Facilities' employment and benefit programs;

- Verity Health System system-wide tangibles and intangible assets
- St Francis Medical Center Foundation and St Vincent Medical Center Foundation and their assets
- All employee benefit, retirement and pension plans, including but not limited to any defined benefit pension and post retirement plans.
- All other liabilities arising prior to Closing including, without limitation, liability for all acts, omissions and occurrences prior to Closing.
- Liabilities associated with Retained Assets and other liabilities not specifically assumed.

Governance

As is its custom, AHMC Healthcare Inc. will establish a local governing body ("Governing Body") at the LA County Facilities comprised of local community leader and Medical Staff members. The local Governing Body will act in a non-fiduciary capacity and will have primary responsibility for the maintenance of JCAHO requirements and ensuring quality of care.

Medical Staff

The existing medical staff organization will continue to function in its historical role. We do not contemplate any significant changes in the activities or operations of the existing medical staff governance structure.

Pastoral Care Program

AHMC Healthcare Inc. will continue to conduct the activities of the LA County Facilities as facilities that maintains "interfaith" missions. The historical policies and procedures, which have been utilized, to select chaplains and provide pastoral care services will be continued.

Charity Care and Community Benefit Programs

AHMC Healthcare Inc. recognizes and is willing to commit to the historical tradition of providing care to the underserved. In furtherance of this commitment, AHMC Healthcare Inc. will adopt the LA County Facilities existing charity care practices and will contractually commit to providing historical levels of charity care and community benefit programs provided at the hospital in conformity with the methodology adopted by the California Attorney General.

AHMC Healthcare Inc.

Anaheim Regional Medical Center Garfield Medical Center Greater El Monte Community Hospital
Monterey Park Hospital San Gabriel Valley Medical Center Whittier Hospital Medical Center

Acute Care and Emergency Services

AHMC Healthcare Inc. is willing to contractually commit to the maintenance of LA County Facilities as acute care facilities in accordance with the provisions of the approvals granted by the California Attorney General on December 3, 2015. Similarly, AHMC Healthcare Inc. recognizes, acknowledges and will maintain the essential role the hospitals serve in the delivery of emergency services to the community and as part of the County's emergency services network.

Employee Matters

Each active LA County Facilities employee in good standing will be offered employment by AHMC Healthcare Inc. in accordance with AHMC Healthcare Inc.'s usual and customary policies. Employees will be given credit for length of service for purposes of determining eligibility for participation in various benefits plans and seniority consistent with AHMC Healthcare Inc.'s policies. AHMC HealthCare Inc. will retain and honor the existing collective bargaining agreements with all labor unions representing employee bargaining units at the hospital.

Conditions to Close:

Conditions to Close will include:

- No material adverse change in operations or business prospects of the LA County Facilities;
- Completion of satisfactory operational, legal, fraud and abuse, and financial due diligence (diligence list to be provided separately);
- Receipt of an acceptable Phase I environmental survey to be delivered to AHMC Healthcare Inc. for all real estate being acquired;
- Receipt of necessary State licensure and California Attorney General approval;
- Receipt of an acceptable ALTA title insurance policy;
- The assignment of material contracts related to the operation of the LA County Facilities; and
- The approval of the Board of Directors of AHMC Healthcare Inc.

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Closing Date

AHMC Healthcare Inc. is prepared to close this transaction in an expedited fashion. Consequently, subject to receipt of all regulatory and governmental approvals we are willing to negotiate a definitive purchase agreement that stipulates a Closing immediately upon receipt of such approvals and satisfaction of other mutually stipulated conditions.

THIS PROPOSAL IS A NON-BINDING EXPRESSION OF CERTAIN MATTERS ONLY FOR DISCUSSION PURPOSES AND SHALL NOT GIVE RISE TO ANY OBLIGATIONS OR LIABILTIY BETWEEN THE PARTIES. UNTIL THE EXECUTION OF A MUTUALLY AGREEABLE DEFINITIVE AGREEMENT, NO BINDING AGREEMENT WILL EXIST BETWEEN THE PARTIES.

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ASSET PURCHASE AGREEMENT

By and Among

St. Francis Medical Center, a California nonprofit corporation

St. Vincent Medical Center, a California nonprofit corporation

[Verity Holdings, LLC, a California limited liability company]

and

AHMC Healthcare Inc., a California corporation

Dated _____, 2018

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "**Agreement**") is made and entered into as of the __ day of _____, 2018 (the "**Signing Date**") by and among St. Francis Medical Center, a California nonprofit corporation ("**St. Francis**"), St. Vincent Medical Center, a California nonprofit corporation ("**St. Vincent**"), Verity Holdings, LLC, a California limited liability company ("**VH**" and together with St Vincent and St. Francis each individually a "**Seller**" and collectively the "**Sellers**") and AHMC Healthcare Inc., a California corporation, and/or its assignee(s) ("**Purchaser**").

RECITALS:

A. St. Francis engages in the business of the operation of the hospital known as St. Francis Medical Center, a hospital owned and operated by St. Francis and located at 3630 E. Imperial Highway, Lynwood, CA 90262, including the hospital pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics owned or operated by St. Francis (collectively, the "**St. Francis Hospital**").

B. St. Vincent engages in the business of the operation of the hospital known as St. Vincent Medical Center, a hospital owned and operated by St. Vincent and located at 2131 W. 3rd St., Los Angeles, CA 90057, including the hospital pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics owned or operated by St. Vincent (collectively, the "**St. Vincent Hospital**" and, together with the St. Francis Hospital, the "**Hospital**").

C. Purchaser desires to purchase from Sellers, and Sellers desire to sell to Purchaser, the assets described in Section 1.7 below (the "**Assets**") owned by Sellers and used with respect to the operation of their respective Hospitals, for the consideration and upon the terms and conditions contained in this Agreement.

D. Sellers have filed or intend to file a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") with the United States Bankruptcy Court for the Central District of California, Los Angeles Division (the "**Bankruptcy Court**"), commencing Case No. _____, jointly administered or to be jointly administered with their affiliates, and the Bankruptcy Court entered or is expected to enter an order approving procedures in connection with the sale of the Sellers' Assets, Docket No. _____, which requests that the Bankruptcy Court enter a "**Sale Order**" following an auction and selection of a successful bidder.

E. The parties intend to effectuate the transactions contemplated by this Agreement through a sale of the Assets approved by the Bankruptcy Court pursuant to Section 363 of Chapter 11 of Title 11 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained in this Agreement, and for their mutual reliance and incorporating into this Agreement the above recitals, the parties hereto agree as follows:

ARTICLE 1

SALE AND TRANSFER OF ASSETS; CONSIDERATION; CLOSING

1.1 Purchase Price. Subject to the terms and conditions of this Agreement, the purchase price ("**Purchase Price**") shall consist of the following:

(a) Cash payment to Sellers (the "**Cash Consideration**") of Two Hundred Fifty Million and 00/100 Dollars ($250,000,000.00) *plus* or *minus* the book value of the sum of each Seller's Net Working Capital, which shall be payable _____ ($_____) to St. Francis and _____ ($_____) to St. Vincent. For purposes of this Agreement "**Net Working Capital**" means the amount equal to the difference between (i) each Seller's current assets consisting of only useable inventories and prepaid expenses to the extent of benefit to Purchaser post-Closing and (ii) each Seller's current liabilities consisting only of accrued payroll and related expenses recorded consistent with historical accounting policies and practices and Cure Costs (as defined in Section 5.9 below). Net Working Capital shall initially be estimated as of the end of the most recently ended calendar month prior to the Closing Date for which financial statements are available, and a final calculation of Net Working Capital shall be based on a consolidated balance sheet of each Hospital as of the Closing, prepared in accordance with generally accepted accounting principles applied on a basis that is consistent with the preparation of such Hospital's historical financial statements. The parties shall cooperate in good faith to calculate Net Working Capital; however, if there is a dispute as to the final calculation of Net Working Capital, such dispute shall be submitted to an independent public accounting firm jointly engaged by the parties to resolve the dispute. ; and

(b) Payment of Cure Costs (as defined in Section 5.9 below) associated with any Assumed Leases and/ or Assumed Contracts.

1.2 Deposit. Within two (2) business days after the execution of this Agreement by all parties, Purchaser shall make made a good faith deposit in the amount of _____ ($_____) (the "**Deposit**") by wire transfers to an account designated by Sellers. Purchaser has agreed to increase the Deposit by $_____, for a total Deposit of $_____ upon entry of an order approving this transaction. The Deposit shall be non-refundable in all events, except in the event the Closing does not occur due to (i) Sellers accepting the bid of a rival bidder or (ii) as provided for in Section 9.2. Upon Closing, the Deposit will be credited against the Purchase Price.

1.3 Closing Date. The consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at _____ local time at the offices of Dentons US LLP, 601 South Figueroa St., Suite 2500, Los Angeles, CA 90017-5704 (the day on which Closing actually occurs, the "**Closing Date**") within five (5) business days following the satisfaction or waiver of the conditions set forth in ARTICLE 7 and ARTICLE 8, other than those conditions that by their nature are to be satisfied at Closing but subject to fulfillment or waiver of those conditions. The Closing shall be deemed to occur and to be effective as of 12:00 a.m. Pacific time on the day immediately after the Closing Date (the "**Effective Time**").

1.4 Items to be Delivered by Sellers at Closing. At or before the Closing, Sellers shall deliver, or cause to be delivered, to Purchaser the following:

1.4.1 a Bill of Sale substantially in the form of **Exhibit 1.4.1** attached hereto (the "**Bill of Sale**"), duly executed by each Seller;

1.4.2 Real Estate Assignment and Assumption Agreements (the "**Real Estate Assignments**") in the form of **Exhibit 1.4.2** attached hereto with respect to (i) the Leased Real Property, and (ii) the Tenant Leases, each duly executed by each Seller;

1.4.3 a Grant Deed(s) (the "**Deed**") in the form of **Exhibit 1.4.2** attached hereto with respect to the real property listed in Schedule 1.4.3 (the "**Owned Real Property**") duly executed by each Seller;

1.4.4 an Assumption Agreement (the "**Assumption Agreement**") in the form of **Exhibit 1.4.2** attached hereto with respect to the Assumed Liabilities duly executed by each Seller;

1.4.5 favorable original certificates of good standing, of each Seller, issued by the State of California, dated no earlier than a date which is fifteen (15) calendar days prior to the Closing Date;

1.4.6 a duly executed certificate of an officer of each Seller certifying to Purchaser (i) the incumbency of the officers of such Seller on the Signing Date and on the Closing Date and bearing the authentic signatures of all such officers who shall execute this Agreement and any additional documents contemplated by this Agreement and (ii) the due adoption and text of the resolutions or consents of the Board of Directors of such Seller authorizing (I) the transfer of the Assets and transfer of the Assumed Obligations by such Seller to Purchaser and (II) the due execution, delivery and performance of this Agreement and all additional documents contemplated by this Agreement, and that such resolutions have not been amended or rescinded and remain in full force and effect on the Closing Date;

1.4.7 a certified copy of the Sale Order (as defined below);

1.4.8 a limited power of attorney for use of each Hospital's DEA registration number and DEA order forms, in the form of **Exhibit 1.4.8** attached hereto (the "**Power of Attorney**");

1.4.9 UCC-2 Termination Statements, releases and reconveyances or similar instrument for any and all financing statements filed with respect to and deeds of trust and other liens and encumbrances on the Assets, other than the Permitted Exceptions;

1.4.10 written evidence of all approvals or consents required from the California Attorney General and any approvals of license transfers that must be obtained by Seller in order for Purchaser to operate the Hospitals; and

1.4.11 Any such other instruments, certificates, consents or other documents which Purchaser and Sellers mutually deem reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof.

1.5 Items to be Delivered by Purchaser at Closing. At or before the Closing, Purchaser shall deliver or cause to be delivered to Sellers the following:

1.5.1 payment of the Cash Consideration subject to credits or plus payment to Sellers of all amounts as provided under Section 1.6;

1.5.2 evidence of payment of all Cure Costs required hereunder to be paid by Purchaser;

1.5.3 a duly executed certificate of the Secretary of Purchaser certifying to Sellers (a) the incumbency of the officers of Purchaser on the Signing Date and on the Closing Date and bearing the authentic signatures of all such officers who shall execute this Agreement and any additional documents contemplated by this Agreement and (b) the due adoption and text of the resolutions of the Board of Directors of Purchaser authorizing the execution, delivery and performance of this Agreement and all additional documents contemplated by this Agreement, and that such resolutions have not been amended or rescinded and remain in full force and effect on the Closing Date;

1.5.4 favorable original certificate of good standing, of Purchaser, issued by the California Secretary of State dated no earlier than a date which is fifteen (15) calendar days prior to the Closing Date;

1.5.5 the Bill of Sale, duly executed by Purchaser;

1.5.6 the Real Estate Assignment(s), duly executed by Purchaser;

1.5.7 the Assumption Agreement, duly executed by Purchaser; and

1.5.8 any such other instruments, certificates, consents or other documents which Purchaser and Sellers mutually deem reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof.

1.6 Prorations and Utilities. All items of income and expense listed below with respect to the Assets shall be prorated in accordance with the principles and the rules for the specific items set forth hereafter:

1.6.1 [Intentionally Omitted]

1.6.2 Other than the Utility Deposits (defined below), which are governed by Section 1.8(j), and other than with respect to Cure Costs payable by Purchaser, the following costs and expenses shall be prorated based upon the payment period (*i.e.*, calendar or other tax fiscal year) to which the same are attributable: all real estate and personal property lease payments, real estate and personal property taxes, real estate assessments and other similar charges against real estate, and power and utility charges (collectively, the "**Prorated Charges**") on the Assets. Each Seller shall pay its respective portion at or prior to the Closing (or Purchaser shall receive credit for) of any unpaid Prorated Charges attributable to periods or portions thereof occurring prior to the Effective Time, and Purchaser shall assume as an Assumed Liability or, to the extent previously paid by either Seller, pay to such Seller at the Closing all Prorated Charges attributable to periods

or portions thereof occurring from and after the Effective Time. In the event that as of the Closing Date the actual tax bills for the tax year or years in question are not available and the amount of taxes to be prorated as aforesaid cannot be ascertained, then rates, millages and assessed valuation of the previous year, with known changes, shall be used. The parties agree that if the real estate and personal property tax prorations are made based upon the taxes for the preceding tax period, the prorations shall be re-prorated after the Closing. As to power and utility charges, "final readings" as of the Closing Date shall be ordered from the utilities; the cost of obtaining such "final readings," if any, shall be paid by Purchaser.

1.6.3 Sellers shall be entitled to all rents and other payments under Tenant Leases accruing for the period prior to the Effective Time ("**Pre Effective Time Lease Amounts**"), and Purchaser shall be entitled to all rents and other payments under tenant leases accruing for the period after the Effective Time ("**Post Effective Time Lease Amounts**" and together with the Pre Effective Time Lease Amounts, the "**Lease Amounts**"). All Lease Amounts that are collected prior to the Closing shall be prorated as of the Closing in accordance with the immediately preceding sentence. All Lease Amounts that are accrued but unpaid as of the Closing (including, without limitation, rents and other payments accrued prior to the Closing but payable in arrears after the Closing) (collectively, the "**Unpaid Amounts**") shall belong to Sellers, and Purchaser shall, upon receipt of said rents and other payments, receive the same in trust for Sellers and shall promptly remit any of such amounts to the applicable Seller within ten (10) days after Purchaser's receipt of same.

1.6.4 With respect to Quality Assurance Fees ("**QAF**") and Disproportionate Share Hospital & Trauma payments ("**DSH**"), regardless of when received or when recognized under accounting recognition methodologies utilized, and also regardless of the state fiscal year(s) for which the data is derived to calculate eligibility for such payments, the parties agree as follows: (a) with respect to state fiscal year July 1, 2018-June 30, 2019, the Hospitals shall be entitled to Seventy-Five percent (75%) of the net amounts of QAF and DSH payments, with Purchaser entitled to Twenty-Five percent (25%); (b) with respect to state fiscal year July 1, 2019-June 30, 2020, if and subject to the condition that net amounts of QAF and DSH payments equal at least Eighty percent (80%) of the net amounts paid with respect to state fiscal year July 1, 2018-June 30, 2019, then and only then, the Hospitals shall be entitled to Twenty-Five percent (25%) of such net amounts, if any; and (c) with respect to state fiscal year July 1, 2020-June 30, 2021, if and subject to the condition that net amounts of QAF and DSH payments equal at least Eighty percent (80%) of the net amounts paid with respect to state fiscal year July 1, 2018-June 30, 2019, then and only then, the Hospitals shall be entitled to Twenty-Five percent (25%) of such net amounts. For purposes hereof "**net amounts**" means those amounts retained after payment of all applicable quality assurance provider fees/taxes and required contributions to the California Hospital Association, irrespective of when such amounts are received or when recognized under accounting recognition methodologies used. Attached as **Exhibit 1.6.4** are estimates of the net amounts of expected QAF and DSH payments for the aforementioned state fiscal years.

1.6.5 All prorations and payments to be made under the foregoing provisions shall be agreed upon by Purchaser and Sellers prior to the Closing and shall be binding upon the parties; provided, however, with respect to the Unpaid Amounts, in the event any proration, apportionment or computation shall prove to be incorrect for any reason, then either the applicable Seller or Purchaser shall be entitled to an adjustment to correct the same, provided that said party

makes written demand on the party from whom it is entitled to such adjustment within thirty (30) calendar days after the erroneous payment or computation was made, or such later time as may be required, in the exercise of due diligence, to obtain the necessary information for proration. This Section 1.6 shall survive Closing.

1.7 Transfer of Assets of Sellers. On the Closing Date and subject to the terms and conditions of this Agreement, each Seller shall sell, assign, transfer, convey and deliver to Purchaser, free and clear of all liens and encumbrances other than the Permitted Exceptions (defined below), and Purchaser shall acquire, all of each Seller's right, title and interest in and to only the following assets and properties, as such assets shall exist on the Closing Date, with respect to the operation of the respective Hospital of such Seller, to the extent not included among the Excluded Assets, such transfer being deemed to be effective at the Effective Time:

(a) twenty-five percent (25%) of the net amounts of QAF and DSH payments arising from or relating to state fiscal year July 1, 2018-June 30, 2019 as allocable to Purchaser pursuant to Section 1.6.4;

(b) all of the tangible personal property owned by such Seller and used by such Seller in the operation of the Hospital of such Seller, including equipment, furniture, machinery, vehicles and office furnishings (the "**Personal Property**");

(c) all of such Seller's rights, to the extent assignable or transferable, to all licenses, provider numbers, permits, approvals, certificates of exemption, franchises, accreditations and registrations and other governmental licenses, permits or approvals issued to such Seller for use in the operation of the Hospital of such Seller (the "**Licenses**"), including, without limitation, the Licenses and Medicare Provider Numbers set forth on **Schedule 1.7(c)**;

(d) fee simple title in and to the Owned Real Property free and clear of all liens and encumbrances other than the Permitted Exceptions (as defined below) and all of such Seller's interest, to the extent assignable or transferable, in and to all of the following (the "**Assumed Leases**"): (i) personal property leases with respect to the operation of the Hospital of such Seller, (ii) the real property leases for all real property leased by such Seller and set forth on **Schedule 1.7(d)(ii)** (the "**Leased Real Property**"), and (iii) the real property leased or subleased by such Seller to a third party and set forth on **Schedule 1.7(d)(iii)** (the "**Tenant Leases**");

(e) all of such Seller's interest, to the extent assignable or transferable, in and to all contracts and agreements (including, but not limited to, purchase orders) with respect to the operation of the Hospital of such Seller that have been designated by Purchaser as a contract to be assumed pursuant to Section 1.11 (the "**Assumed Contracts**");

(f) all claims, rights, interests and proceeds (whether received in cash or by credit to amounts otherwise due to a third party) with respect to amounts overpaid by such Seller to any third party with respect to periods prior to the Effective Time (e.g. such overpaid amounts may be determined by billing audits undertaken by such Seller or such Seller's consultants), except with respect to any causes of action or proceeds thereof arising under Chapter 5 of the Bankruptcy Code other than with respect to Assumed Contracts and Assumed Leases;

(g) to the extent assignable or transferable, all inventories of supplies, drugs, food, janitorial and office supplies and other disposables and consumables (i) located at the Hospital of such Seller or (ii) used in the operation of the Hospital of such Seller (the "**Inventory**") except as set forth in Section 1.8(e);

(h) other than Utility Deposits, all prepaid rentals, deposits, prepayments and similar amounts relating to the Assumed Contracts and/or the Assumed Leases, which were made with respect to the operation of the Hospital of such Seller (the "**Prepaids**");

(i) to the extent assignable or transferrable, all of the following that are not proprietary to such Seller and/or owned by or proprietary to such Seller's affiliates: operating manuals, files and computer software with respect to the operation of the Hospital of such Seller, including, without limitation, all patient records, medical records, employee records, financial records, equipment records, construction plans and specifications, and medical and administrative libraries; *provided, however*, that any patient records and medical records which are not required by law to be maintained by such Seller as of the Effective Time shall be an Excluded Asset;

(j) to the extent assignable or transferable, all rights in all warranties of any manufacturer or vendor in connection with the Personal Property;

(k) the right to use the names "_____" and "_____";

(l) all goodwill of the Hospital of such Seller evidenced by the Assets;

(m) to the extent transferable or assignable, such Seller's right or interest in the telephone and facsimile numbers used with respect to the operation of the Hospital of such Seller;

(n) to the extent assignable or transferable, such Seller's Medicare and Medicaid provider numbers and lock box account(s) subject to approval by the appropriate governmental and regulatory agencies;

(o) all ownership interests, including without limitation, stock, partnership interests or membership interests, of such Seller in any subsidiary other than any fundraising charitable foundation subsidiary; and

(p) except for the Excluded Assets, to the extent assignable or transferable, any other assets owned by such Seller (which are not otherwise specifically described above in this Section 1.7) that are used in the operation of the Hospital of such Seller.

As used herein, the term "**Permitted Exceptions**" means (i) the Assumed Obligations; (ii) liens for taxes not yet due and payable (iii) easements, rights of way, zoning ordinances and other similar encumbrances affecting real property; and (iv) other imperfections of title or encumbrances, if any, which are not monetary in nature and that are not, individually or in the aggregate, material to the business of the Hospital.

1.8 Excluded Assets. Notwithstanding anything to the contrary in Section 1.7, each Seller shall retain all interests, rights and other assets owned directly or indirectly by it (or any

of such Seller's affiliates) which are not among the Assets, including, without limitation, the following interests, rights and other assets of such Seller (collectively, the "**Excluded Assets**"):

(a) cash, cash equivalents and short-term investments;

(b) all Seller Plans (defined below) and the assets of all Seller Plans and any asset that would revert to the employer upon the termination of any Seller Plan, including, without limitation, any assets representing a surplus or overfunding of any Seller Plan;

(c) all contracts that are not Assumed Contracts;

(d) all leases that are not Assumed Leases;

(e) the portions of Inventory, Prepaids, and other assets disposed of, expended or canceled, as the case may be, by such Seller after the Signing Date and prior to the Effective Time in the ordinary course of business;

(f) assets owned and provided by vendors of services or goods to the Hospital of such Seller;

(g) all of such Seller's organizational or corporate record books, minute books and tax records;

(h) all claims, counterclaims and causes of action of such Seller or such Seller's bankruptcy estate (including parties acting for or on behalf of such Seller's bankruptcy estate, including, but not limited to, the official committee of unsecured creditors appointed in the Bankruptcy Case) not specifically set forth in Section 1.7(e) hereof, including, without limitation, causes of action arising out of any claims and causes of action under chapter 5 of the Bankruptcy Code and any related claims, counterclaims and causes of action under applicable non-bankruptcy law, and any rights to challenge liens asserted against property of such Seller's bankruptcy estate, including, but not limited to, liens attaching to the Purchase Price paid to such Seller, and the proceeds from any of the foregoing; provided, however that Purchaser shall acquire and be deemed to release and waive as of the Effective Time causes of action under Sections 544, 547, 548, and 550 of the Bankruptcy Code against counterparties to executory contracts and unexpired leases being assumed by a Seller and assigned to Purchaser;

(i) all insurance policies and contracts and coverages obtained by such Seller or listing such Seller as insured party, a beneficiary or loss payee, including prepaid insurance premiums, and all rights to insurance proceeds under any of the foregoing, and all subrogation proceeds related to any insurance benefits arising from or relating to Assets prior to the Closing Date;

(j) all deposits made with any entity that provides utilities to the Hospital (the "**Utility Deposits**");

(k) all rents, deposits, prepayments, and similar amounts relating to any contract or lease that is not an Assumed Contract or Assumed Lease;

(l) all unclaimed property of any third party as of the Effective Time, including, without limitation, property which is subject to applicable escheat laws;

(m) all bank accounts of such Seller;

(n) all writings and other items that are protected from discovery by the attorney-client privilege, the attorney work product doctrine or any other cognizable privilege or protection;

(o) the rights of such Seller to receive mail and other communications with respect to Excluded Assets or Excluded Liabilities;

(p) all director and officer insurance;

(q) all tax refunds of such Seller;

(r) all documents, records, operating manuals and film pertaining to the Hospital that the parties agree that such Seller is required by law to retain;

(s) all patient records and medical records which are not required by law to be maintained by such Seller as of the Effective Time;

(t) all documents, records, correspondence, work papers and other patient records that may not be transferred under applicable law, and any other documents, records, or correspondence (including with respect to any employees) that may not be transferred under applicable law;

(u) any rights or documents relating to any Excluded Liability or other Excluded Asset;

(v) any rights or remedies provided to such Seller under this Agreement and each other document executed in connection with the Closing;

(w) any (i) personnel files for employees of such Seller who are not hired by Purchaser; (ii) other books and records that such Seller is required by Law to retain; provided, however, that except as prohibited by law and subject to Article 5, Purchaser shall have the right to make copies of any portions of such retained books and records that relate to the business of the Hospital as conducted before the Closing or that relate to any of the Assets; (iii) documents which such Seller is not permitted to transfer pursuant to any contractual obligation owed to any third party; (iv) documents primarily related to any Excluded Assets; and (v) documents necessary to prepare tax returns (Purchaser shall be entitled to a copy of such documents). With respect to documents necessary to prepare cost reports, Purchaser shall receive the original document and such Seller shall be entitled to retain a copy of such documents for any period ending on or prior to the Closing Date;

(x) all deposits or other prepaid charges and expenses paid in connection with or relating to any other Excluded Assets;

(y) all accounts and interest thereupon, notes and interest thereupon and other receivables of such Seller, including, without limitation, accounts, notes or other amounts receivable, and all claims, rights, interests and proceeds related thereto, including all accounts and other receivables, disproportionate share payments and Seller Cost Report settlements related thereto, in each case arising from the rendering of services or provision of goods, products or supplies to inpatients and outpatients at the Hospital of such Seller, billed and unbilled, recorded and unrecorded, for services, goods, products and supplies provided by such Seller prior to the Effective Time whether payable by Medicare, Medicaid, or any other payor (including an insurance company), or any health care provider or network (such as a health maintenance organization, preferred provider organization or any other managed care program) or any fiscal intermediary of the foregoing, private pay patients, private insurance or by any other source (collectively, "Accounts Receivable");

(z) all documents, records, correspondence, work papers and other documents, other than patient records, primarily relating to the Accounts Receivable (the "Receivable Records");

(aa) (i) all rights, claims and causes of action of such Seller to the extent related to and/or to the extent arising out of the Accounts Receivable and rights to settlements and retroactive adjustments, if any, whether arising under a Seller Cost Report or otherwise, for any reporting periods ending on or prior to the Effective Time, whether open or closed, arising from or against the United States government under the terms of the Medicare program or TRICARE (formerly the Civilian Health and Medical Program of the Uniformed Services); and (ii) causes of action under Sections 544, 547, 548, and 550 of the Bankruptcy Code against the counterparties to the Assumed Contracts and Assumed Leases listed on Schedule 1.8(aa);

(bb) Seventy-Five percent (75%) of the net amounts of QAF and DSH payments arising from or relating to state fiscal year July 1, 2018-June 30, 2019 as allocable to the Hospitals pursuant to Section 1.6.4; and

(cc) any assets identified in **Schedule 1.8(dd)**.

For the avoidance of doubt, Purchaser is not acquiring any asset owned by any affiliate of Sellers, including Verity Health System of California, Inc.

1.9 Assumed Obligations. On the Closing Date, each Seller shall assign, and Purchaser shall assume and agrees to discharge, perform and satisfy fully, on and after the Effective Time, the following liabilities and obligations of such Seller and only the following liabilities and obligations (collectively, the "**Assumed Obligations**"):

(a) the Assumed Contracts and all liabilities of such Seller under the Assumed Contracts arising from and after the Effective Time, including, however, related Cure Costs;

(b) the Assumed Leases and all liabilities of such Seller under the Assumed Leases arising from and after the Effective Time, including, however, related Cure Costs;

(c) all liabilities and obligations arising out of or relating to any act, omission, event or occurrence connected with the use, ownership or operation by Purchaser of the Hospital or any of the Assets on or after the Effective Time;

(d) all accrued paid time off pay related to the Hired Employees;

(e) all liabilities and obligations related to the Hired Employees arising on or following the Effective Time;

(f) all unpaid real and personal property taxes, if any, that are attributable to the Assets after the Effective Time, subject to the prorations provided in Section 1.6;

(g) all liabilities and obligations relating to utilities being furnished to the Assets after the Effective Time, subject to the prorations provided in Section 1.6;

(h) any and all liabilities and obligations arising under the law or bankruptcy court order(s) relating to any collective bargaining agreement or other contract with any labor union or labor relations entity applicable to and/or covering employees of the Hospital;

(i) all liabilities or obligations provided for in Section 5.3;

(j) any other obligations and liabilities identified in **Schedule 1.9(k)**.

1.10 Excluded Liabilities. Purchaser shall not assume or become responsible for any duties, obligations or liabilities of either Seller that are not assumed by Purchaser pursuant to the terms of this Agreement, the Bill of Sale, the Assumption Agreement or the Real Estate Assignment(s) (the "**Excluded Liabilities**"), and each Seller shall remain fully and solely responsible for all of such Seller's debts, liabilities, contract obligations, expenses, obligations and claims of any nature whatsoever related to the Assets or the Hospital unless assumed by Purchaser under this Agreement, in the Bill of Sale, the Assumption Agreement or in the Real Estate Assignment(s).

1.11 Designation of Assumed Contracts and Assumed Leases.

(a) Except as provided in Section 1.11(b), all contracts and leases will be subject to evaluation by Purchaser for assumption or rejection (collectively "**Evaluated Contracts**"). Provided that the Due Diligence Period shall have expired and Purchaser shall not have terminated this Agreement pursuant to Section 1.12(b), not later than ten (10) days after entry of the Sale Order (i) Purchaser shall notify each Seller in writing of which Evaluated Contracts are to be assumed by such Seller and assigned to Purchaser and (ii) Purchaser shall notify each Seller in writing signed and dated by Purchaser of which Evaluated Contracts are to be rejected by such Seller (collectively, the "**Rejected Contracts**"). Each Seller shall file such motions in the Bankruptcy Court and take such other actions as are reasonably necessary to ensure that final and non-appealable orders (x) assuming and assigning the respective Assumed Contracts or Assumed Leases applicable to such Seller to Purchaser are entered and (y) rejecting the Rejected Contracts are entered. With respect to each Assumed Lease, the applicable Seller shall execute and deliver to Purchaser an Assignment and Assumption of Lease. Notwithstanding anything to the contrary

set forth in this Agreement, the Rejected Contracts shall constitute part of the Excluded Assets pursuant to, and as defined in, this Agreement.

(b) At Closing and pursuant to an order of the Bankruptcy Court, each Seller will assume and immediately assign to Purchaser the leases of such Seller for Leased Real Property and the Tenant Leases.

1.12 Disclaimer of Warranties; Release.

(a) THE ASSETS TRANSFERRED TO PURCHASER WILL BE SOLD BY SELLERS AND PURCHASED BY PURCHASER IN THEIR PHYSICAL CONDITION AT THE EFFECTIVE TIME, "AS IS, WHERE IS AND WITH ALL FAULTS AND NONCOMPLIANCE WITH LAWS" WITH NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, USAGE, WORKMANSHIP, QUALITY, PHYSICAL CONDITION, OR VALUE, AND ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED, AND WITH RESPECT TO THE LEASED REAL PROPERTY WITH NO WARRANTY OF HABITABILITY OR FITNESS FOR HABITATION, INCLUDING, WITHOUT LIMITATION, THE LAND, THE BUILDINGS AND THE IMPROVEMENTS. ALL OF THE PROPERTIES, ASSETS, RIGHTS, LICENSES, PERMITS, PRIVILEGES, LIABILITIES, AND OBLIGATIONS OF SELLERS INCLUDED IN THE ASSETS AND THE ASSUMED OBLIGATIONS ARE BEING ACQUIRED OR ASSUMED "AS IS, WHERE IS" ON THE CLOSING DATE AND IN THEIR PRESENT CONDITION, WITH ALL FAULTS. ALL OF THE TANGIBLE ASSETS SHALL BE FURTHER SUBJECT TO NORMAL WEAR AND TEAR AND NORMAL AND CUSTOMARY USE OF THE INVENTORY AND SUPPLIES IN THE ORDINARY COURSE OF BUSINESS UP TO THE EFFECTIVE TIME.

(b) Purchaser acknowledges that Purchaser will be examining, reviewing and inspecting all matters which in Purchaser's judgment bear upon the Assets, the Sellers, the Hospital, the business of the Hospital and their value and suitability for Purchaser's purposes and is relying solely on Purchaser's own examination, review and inspection of the Assets and Assumed Obligations. In that connection, for a period of sixty (60) days following the Signing Date (the "**Due Diligence Period**") Purchaser shall undertake to its satisfaction its own due diligence investigation, and based thereon, form its own independent judgment with respect to the Assets and Assumed Liabilities and in furtherance thereof each Seller will give Purchaser full access to such documents and information about such Seller, its businesses and operations as well as access to the Real Property (as defined in Section 2.9 below), as Purchaser deems necessary to enable it to make an informed decision with respect to the execution, delivery and performance of this Agreement and the transactions contemplated hereby. At any time prior to the end of the Due Diligence Period, Purchaser may elect to terminate this Agreement for whatever reason, or for no reason, by providing Sellers written notice of Purchaser's election to terminate, upon which termination Purchaser shall be entitled to refund of the Deposit (a "**Termination Notice**"). If Purchaser fails to deliver to Sellers a Termination Notice prior to the expiration of the Due Diligence Period, subject to any other termination rights of Purchaser provided for in this Agreement, Purchaser shall be deemed to have approved of the Assets and Assumed Liabilities for purposes of this Section 1.12(b). Purchaser releases each Seller and its affiliates from all

responsibility and liability regarding the condition, valuation, salability or utility of the business of the Hospital or the Assets, or their suitability for any purpose whatsoever. Purchaser further acknowledges that the representations and warranties of Sellers contained in ARTICLE 2 of this Agreement are the sole and exclusive representations and warranties made by Sellers to Purchaser (including with respect to the Hospital, the Assets and the Assumed liabilities) and shall expire, and be of no further force or effect at the Closing.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller hereby represents, warrants and covenants to Purchaser, severally (and not jointly) with respect to such Seller only as to the following matters, except as disclosed in the disclosure schedule as of the Signing Date, as may be amended pursuant to the terms of this Agreement, (the "**Disclosure Schedule**") hereby delivered by Sellers to Purchaser and, except as otherwise provided herein, each Seller shall be deemed to remake all of the following representations, warranties and covenants as of the Closing Date,:

2.1 Authorization. Such Seller has all necessary corporate power and authority to enter into this Agreement and, subject to Bankruptcy Court approval, to carry out the transactions contemplated hereby.

2.2 Binding Agreement. This Agreement has been duly and validly executed and delivered by such Seller and, assuming due and valid execution by Purchaser, this Agreement constitutes a valid and binding obligation of such Seller enforceable in accordance with its terms subject to (a) applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect and (b) limitations on the enforcement of equitable remedies.

2.3 Organization and Good Standing; No Violation.

(a) Such Seller is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of California. Such Seller has all necessary power and authority to own, operate and lease its properties and to carry on its businesses as now conducted.

(b) Neither the execution and delivery by such Seller of this Agreement nor the consummation of the transactions contemplated hereby by such Seller nor compliance with any of the material provisions hereof by such Seller, will violate, conflict with or result in a breach of any material provision of such Seller's articles of incorporation or bylaws or any other organizational documents of such Seller.

2.4 Contracts. Except as set forth in **Schedule 2.4**, upon entry of the Sale Order and Purchaser's payment of the Cure Costs, to Seller's knowledge, Seller is not in breach or default of the Assumed Contracts or Assumed Leases. No provision of this Section 2.4 shall apply to any failure to obtain consents to the assignment of the Assumed Contracts and Assumed Leases from third parties to the Assumed Contracts and Assumed Leases for which consent is required

to assign the Assumed Contracts and Assumed Leases to Purchaser (the "**Contract and Lease Consents**").

2.5 Brokers and Finders. Except as set forth on **Schedule 2.5**, neither such Seller nor any affiliate thereof, nor any officer or director thereof, have engaged or incurred any liability to any finder, broker or agent in connection with the transactions contemplated hereunder.

2.6 Legal Proceedings. Except as described on **Schedule 2.6**, there are no claims, proceedings or investigations pending or, to the best knowledge of such Seller, threatened relating to or affecting Seller or any affiliate of Seller before any court or governmental body (whether judicial, executive or administrative) in which an adverse determination would materially adversely affect the properties, business condition (financial or otherwise) of Seller or any affiliate of Seller or which would adversely affect Purchaser's ability to consummate the transactions contemplated hereby. Neither Seller nor any affiliate of Seller is subject to any judgment, order, decree or other governmental restriction specifically (as distinct from generically) applicable to Seller or any affiliate of Seller which materially adversely affects the condition (financial or otherwise), operations or business of Seller or any affiliate of Seller or which would adversely affect Seller's ability to consummate the transactions contemplated hereby.

2.7 Title to Personal Property. Except a set forth on **Schedule 2.7**, each Seller owns and holds good and valid title or leasehold title, as the case may be, to all Personal Property free and clear of any liens or encumbrances other than the Permitted Exceptions. On the Closing Date, such Seller will convey to Purchaser good and valid title to the Personal Property, free and clear of any liens or encumbrances other than the Permitted Exceptions.

2.8 Real Property. Seller owns fee simple title to such Seller's Owned Real Property free and clear of any liens or encumbrances other than the Permitted Exceptions. Seller owns a valid leasehold interest in the Leased Real Property free and clear of any liens or encumbrances other than the Permitted Exceptions. Except as set forth on **Schedule 2.8**, all material obligations of Seller as landlord under the Tenant Leases have been fully performed in all material respects and, to Seller's knowledge, no tenant under any of the Tenant Leases is in default of any of its material obligations under any such Tenant Lease. To the knowledge of Seller, the uses of the Owned Real Property, the Leased Real Property and the real property subject to the Tenant Leases (all such real property, collectively, the "**Real Property**") or any portion thereof is put as of the Signing Date are allowed under the applicable zoning classification(s) and as of the Signing Date.

2.9 Environmental Matters. To Seller's knowledge, except where the failure of which would not reasonably be expected to have a material adverse effect, there are no circumstances in existence and affecting the Hospital (in a manner differently from the industry generally) or the Real Property that may prevent or interfere with compliance by the Hospital or the Real Property in all material respects with all applicable environmental laws.

2.10 Licenses. To Seller's knowledge, **Schedule 1.7(b)** contains an accurate list of all material Licenses and permits, franchises and certificates of need (including applications

therefor) owned or held by Seller relating to the ownership, development or operations of the Hospital and the Assets, all of which, to Seller's knowledge, are in good standing (to the extent granted) or have been applied for and are not subject to meritorious challenge, except where the failure to be in good standing or be subject to meritorious challenge would not reasonably be expected to have a material adverse effect. The Hospital is duly licensed as an acute care hospital by the appropriate state agencies and any ancillary departments operated by the Hospital that are required to be separately licensed are duly licensed by the appropriate state agencies, except where the failure of which would not reasonably be expected to have a material adverse effect. The Hospital is in compliance in all material respects with such licensing requirements, except where the failure to be in compliance would not reasonably be expected to have a material adverse effect. To Seller's knowledge, there is nothing relating to any such Licenses, permits and certificates of need (including applications therefor) which would preclude or limit Purchaser from operating the Hospital and using all the beds of the Hospital as they are currently classified. Seller has made available to Purchaser complete and genuine copies of the latest licensure, survey and/or fire marshal reports of the Hospital and plans of correction or responses thereto, to the extent available from the licensing agencies. All violations set forth in such reports, if any, have been or by Closing will be corrected, or Seller will be in compliance with any relevant plan of correction in all material respects at its expense.

2.11 Government Payment Programs Accreditation. The Hospital is qualified for participation in and, where qualified, has current and valid provider contracts with, the government payment programs set forth on **Schedule 2.11** (including Medicare and Medicaid, the "**Government Payment Programs**") and/or their fiscal intermediaries or paying agents and complies in all material respects with the conditions of participation therein, except where the failure to be qualified or be in compliance would not reasonably be expected to have a material adverse effect. Except to the extent liabilities and contractual adjustments of the Hospital under the Government Payment Programs have been properly reflected and adequately reserved in the Hospital's financial statements, to Seller's knowledge, Seller has not received notice of any dispute or claim by any governmental authority, fiscal intermediary or other person regarding the Government Payment Programs or Seller's participation therein relating to the Hospital. The Hospital is duly accredited with no contingencies by the accrediting organizations named on **Schedule 2.12** for the periods specified thereon. Seller has made available to Purchaser complete and genuine copies of the most recent accreditation survey, reports, deficiency lists, statements of deficiency, plans of correction and similar materials. Seller has taken or is taking all reasonable steps to correct all material deficiencies, if any, noted therein.

2.12 Employees and Employee Relations. **Schedule 2.12** sets forth a complete list (as of the Signing Date) of positions, current annual salaries or wage rates, and bonus and other compensation arrangements of all full-time and part-time employees of Seller employed in the operation of the Hospital and any other Seller business (indicating whether each employee is part-time or full-time, and whether such employee is employed under written contract). There is no pending or, to Seller's knowledge, threatened employee strike, work stoppage or slowdown, labor dispute or unfair labor practices at the Hospital.

2.13 Litigation and Proceedings. Except as described in **Schedule 2.13**, (i) there are no claims, actions, suits, litigation, investigations, arbitrations, mediations or other proceedings pending, affecting or to Seller's knowledge threatened against Seller with respect to the Hospital

or the Assets which would reasonably be expected to have a material adverse effect, and (ii) there is no pending or, to Seller's knowledge, threatened, litigation, arbitration, investigation or other proceeding involving Seller of or before any court, arbitrator or governmental, regulatory or administrative official, body or authority that is reasonably likely to prevent or materially delay the consummation by Seller of the transactions contemplated by this Agreement.

2.14 Seller Knowledge. References in this Agreement to "Seller's knowledge or "the knowledge of Seller" means the actual knowledge of the Chief Executive Officer or Chief Financial Officer of the applicable Seller, without independent research. No constructive or imputed knowledge shall be attributed to any such individual by virtue of any position held, relationship to any other Person or for any other reason.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF PURCHASER

As an inducement to Sellers to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Purchaser hereby represents, warrants and covenants to Sellers as to the following matters as of the Signing Date and, except as otherwise provided herein, shall be deemed to remake all of the following representations, warranties and covenants as of the Closing Date:

3.1 Authorization. Purchaser has full power and authority to enter into this Agreement and has full power and authority to perform its obligations hereunder and to carry out the transactions contemplated hereby. No additional internal consents are required in order for Purchaser to perform its obligations and agreements hereunder.

3.2 Binding Agreement. This Agreement has been duly and validly executed and delivered by Purchaser and, assuming due and valid execution by Sellers, this Agreement constitutes a valid and binding obligation of Purchaser enforceable in accordance with its terms subject to (a) applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect and (b) limitations on the enforcement of equitable remedies.

3.3 Organization and Good Standing. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of California, is or will be duly authorized to transact business in the State of California, and has full power and authority to own, operate and lease its properties and to carry on its business as now conducted.

3.4 No Violation. Except as set forth in **Schedule 3.4**, neither the execution and delivery by Purchaser of this Agreement nor the consummation of the transactions contemplated hereby nor compliance with any of the material provisions hereof by Purchaser will (a) violate, conflict with or result in a breach of any material provision of the Articles of Incorporation, Bylaws or other organizational documents of Purchaser or any contract, lease or other instrument by which Purchaser is bound; (b) require any approval or consent of, or filing with, any governmental agency or authority, (c) violate any law, rule, regulation, or ordinance to

which Purchaser is or may be subject, (d) violate any judgment, order or decree of any court or other governmental agency or authority to which Purchaser is subject.

3.5 Brokers and Finders. Except for Strategic Health Advisors, neither Purchaser nor any affiliate thereof nor any officer or director thereof has engaged any finder or broker in connection with the transactions contemplated hereunder.

3.6 Representations of Sellers. Purchaser acknowledges that it is purchasing the Assets on an "AS IS, WHERE IS" basis (as more particularly described in Section 1.12), and that Purchaser is not relying on any representation or warranty (expressed or implied, oral or otherwise) made on behalf of either Seller other than as expressly set forth in this Agreement. Purchaser further acknowledges that neither Seller is making any representations or warranties herein relating to the Assets or the operation of the Hospital on and after the Effective Time.

3.7 Legal Proceedings. Except as described on **Schedule 3.7**, there are no claims, proceedings or investigations pending or, to the best knowledge of Purchaser, threatened relating to or affecting Purchaser or any affiliate of Purchaser before any court or governmental body (whether judicial, executive or administrative) in which an adverse determination would materially adversely affect the properties, business condition (financial or otherwise) of Purchaser or any affiliate of Purchaser or which would adversely affect Purchaser's ability to consummate the transactions contemplated hereby. Neither Purchaser nor any affiliate of Purchaser is subject to any judgment, order, decree or other governmental restriction specifically (as distinct from generically) applicable to Purchaser or any affiliate of Purchaser which materially adversely affects the condition (financial or otherwise), operations or business of Purchaser or any affiliate of Purchaser or which would adversely affect Purchaser's ability to consummate the transactions contemplated hereby.

3.8 No Knowledge of a Seller's Breach. Neither Purchaser nor any of its affiliates has knowledge of any breach of any representation or warranty by either Seller or of any other condition or circumstance that would give Purchaser a right to terminate this Agreement pursuant to Section 9.1(c). If on or before the Closing Date Purchaser obtains knowledge (whether through a Seller or otherwise and whether before or after the Signing Date) of information that would give Purchaser a right to terminate this Agreement pursuant to Section 9.1(c), Purchaser must immediately notify Sellers of any such information on or before the Closing Date, and Purchaser's failure to so notify Sellers shall constitute a waiver of such right in relation to the relevant breach.

3.9 Ability to Perform. Purchaser has the ability to obtain funds in cash in amounts equal to the Purchase Price by means of credit facilities or otherwise and will at the Closing have immediately available funds in cash, which are sufficient to pay the Purchase Price and to pay any other amounts payable pursuant to this Agreement and to consummate the transactions contemplated by this Agreement.

3.10 Purchaser Knowledge. References in this Agreement to "Purchaser's knowledge" or "the knowledge of Purchaser" means the actual knowledge of the Chief Executive Officer, Chief Financial Officer or Chief Operating Officer of Purchaser, without independent research. No constructive or imputed knowledge shall be attributed to any such

individual by virtue of any position held, relationship to any other Person or for any other reason.

3.11 [Intentionally Omitted]

ARTICLE 4

COVENANTS OF SELLERS

4.1 Access and Information; Inspections.

4.1.1 From the Signing Date through the Effective Time, (a) each Seller shall afford to the officers and agents of Purchaser (which shall include accountants, attorneys, bankers and other consultants and authorized agents of Purchaser) reasonable access during normal business hours at Seller's corporate headquarters in El Segundo, California to, and the right to inspect, the books, accounts, records and all other relevant documents and information with respect to the assets, liabilities and business of the Hospital of such Seller and the plant and property of the Hospital of such Seller at the Hospital of such Seller and (b) each Seller shall furnish Purchaser with such additional financial and operating data and other information in such Seller's possession as to businesses and properties of the Hospital of such Seller as Purchaser or its representatives may from time to time reasonably request; *provided, however*, that such Seller is not obligated to disclose information which is proprietary to such Seller and would not be essential to the ongoing operation of the Hospital of such Seller by Purchaser; *provided, further*, that all disclosures of information shall be consistent with the confidentiality agreements and any other non-disclosure agreements entered into (or to be entered into) among Purchaser, its representatives and such Seller. Purchaser's right of access and inspection shall be exercised in such a manner as not to interfere unreasonably with the operations of any Seller or the Hospital.

4.1.2 Each Seller shall, at its sole cost and expense, obtain from a qualified environmental consulting firm a written Phase I environmental survey of such Seller's Owned Real Property and shall cause such environmental consulting firm to deliver a copy of the environmental survey to Purchaser no later than thirty (30) days after the Signing Date.

4.1.3 Each Seller shall, at its sole cost and expense, promptly obtain from a qualified title company a preliminary title report covering such Seller's Owned Real Property (the "**PTR**") and shall also promptly obtain, at Seller's sole cost and expense, from a qualified land surveying firm a land survey of such Seller's Owned Real Property complying with the Minimum Standard Detail Requirements for ALTA/ACSM Land Survey Titles (the "**Survey**") and shall cause such title company and such land surveying firm to deliver, respectively, a copy of each PTR and a copy of each Survey to Purchaser no later than thirty (30) days after the Signing Date.

4.1.4 Notwithstanding anything contained herein, neither Seller shall be required to provide Purchaser or its representatives or agents access to or disclose information where such access or disclosure would violate the rights of its patients, jeopardize the attorney-client or similar privilege with respect to such information or contravene any law, judgment, fiduciary duty or contract entered into prior to or on the date of this Agreement with respect to such information.

4.2 Cooperation.

4.2.1 Each Seller shall reasonably cooperate with Purchaser and its authorized representatives and attorneys: (a) in Purchaser's efforts to obtain all consents, approvals, authorizations, clearances and licenses required to carry out the transactions contemplated by this Agreement (including, without limitation, those of governmental and regulatory authorities) or which Purchaser reasonably deems necessary or appropriate, (b) in the preparation of any document or other material which may be required by any governmental agency as a predicate to or result of the transactions contemplated in this Agreement, and (c) in Purchaser's efforts to effectuate the assignment of Assumed Contracts to Purchaser as of the Closing Date. Except as may be otherwise requested by a Seller in order to comply with applicable law or regulatory guidance, notwithstanding anything contained herein, other than Bankruptcy Court orders and authorizations, it shall be Purchaser's sole responsibility (including payment of any fees, expenses, filings costs or other amounts) to obtain the Contract and Lease Consents, as well as all governmental consents, approvals, assignments, authorizations, clearances and licenses required to (x) carry out the transactions contemplated by this Agreement, including but not limited to medical licenses and/or (y) transfer any of the Assets, including any Licenses. To the extent Purchaser needs certain information and data which is in the possession of a Seller in order for Purchaser to complete Purchaser's license and permit approval applications, Purchaser shall receive, upon request, reasonable assistance from such Seller in connection with the provision of such information.

4.2.2 Notwithstanding any provision to the contrary contained in this Agreement, neither Seller shall be obligated to obtain the approval or consent to the assignment, to Purchaser, of any Assumed Contracts or Assumed Leases, from any party to any of the Assumed Contracts or Assumed Leases even if any such contract or lease states that it is not assignable without such party's consent; *provided, however,* that obtaining the approval or consent to the assignment to Purchaser of those Assumed Contracts and Assumed Leases set forth on **Schedule 4.2.2** (the "**Required Assumed Contracts and Leases**") shall be a condition precedent to Purchaser's obligation to close the transactions contemplated by this Agreement.

4.3 Other Bidders. Purchaser expressly acknowledges and agrees that each Seller has an obligation to seek out and determine the best and highest offer reasonably available for such Seller's assets in accordance with the Bankruptcy Code, and nothing herein shall amend, modify, alter, diminish or affect such obligation.

4.4 Conduct of Business. Prior to the Closing Date, except as required or permitted by this Agreement or approved by Purchaser in writing, which approval shall not be unreasonably withheld or delayed, each Seller shall use commercially reasonable efforts to operate such Seller's Hospital and all ancillary businesses as presently operated and only in the ordinary course. Furthermore, prior to consummation of the transactions contemplated hereby or the termination or expiration of this Agreement pursuant to its terms, unless Purchaser shall otherwise consent in writing, Sellers shall not take any action or fail or omit to take any action which would cause any of Seller's representations and warranties set forth in ARTICLE 2 to be inaccurate or untrue as of the Closing

4.5 Attorney General Filings. Promptly after entry of the Sale Order, Seller shall cooperate in obtaining any required review and consent by the California Attorney General to the sale of the Assets to Purchaser in accordance with this Agreement and the Sale Order

pursuant to Title 11, Chapter 15, Section 999.5 of the California Code of Regulations, including without limitation, preparing and submitting to the Attorney General a notice of the transactions contemplated by this Agreement within ten (10) calendar days after entry of the Sale Order, participating in any required Attorney General or public meetings, and negotiating any conditions proposed by the Attorney General for the consummation of such transactions.

4.6 Sellers' Efforts to Close. Each Seller shall use its reasonable commercial efforts to satisfy all of the conditions precedent set forth in ARTICLE 7 and ARTICLE 8 to its or Purchaser's obligations under this Agreement to the extent that such Seller's action or inaction can control or materially influence the satisfaction of such conditions; provided, however, that such Seller shall not be required to pay or commit to pay any amount to (or incur any obligation in favor of) any person (other than filing or application fees).

4.7 Termination Cost Reports. Each Seller shall file all Medicare, Medi-Cal and any other termination cost reports required to be filed as a result of the consummation of (a) the transfer of the Assets of such Seller to Purchaser and (b) the transactions contemplated by this Agreement with respect to such Seller. Purchaser shall permit each Seller access to all Hospital books and records to prepare such reports and shall assist such Seller in the process of preparing, filing, and reviewing the termination cost reports. All such termination cost reports shall be filed by the applicable Seller in a manner that is consistent with current laws, rules and regulations. Each Seller shall be responsible for filing governmental cost reports for the period _____ through the Closing Date. Purchaser shall be responsible for its own cost report filings relating to the Hospital beginning on the day immediately following the Effective Time.

ARTICLE 5

COVENANTS OF PURCHASER

5.1 Purchaser's Efforts to Close. Purchaser shall use its reasonable commercial efforts to satisfy all of the conditions precedent set forth in ARTICLE 7 and ARTICLE 8 to its or Sellers' obligations under this Agreement to the extent that Purchaser's action or inaction can control or materially influence the satisfaction of such conditions.

5.2 Required Governmental Approvals. Purchaser (a) shall use its best efforts to secure, as promptly as practicable before the Closing Date, all consents, approvals (or exemptions therefrom), authorizations, clearances and licenses required to be obtained from governmental and regulatory authorities in order to carry out the transactions contemplated by this Agreement and to cause all of its covenants and agreements to be performed, satisfied and fulfilled, and (b) will provide such other information and communications to governmental and regulatory authorities as either Seller or such authorities may reasonably request. Except for the required notice(s) to the California Attorney General, Purchaser is responsible for all filings with and requests to governmental authorities necessary to enable Purchaser to operate the Hospital at and after the Effective Time. Purchaser shall, promptly, but no later than thirty (30) business days after the entry of the Sale Order or sooner if required by applicable governmental or regulatory authorities, file all applications, licensing packages and other similar documents with all applicable governmental and regulatory authorities which are a prerequisite to obtaining

the material licenses, permits, authorizations and provider numbers described in Section 8.1. Purchaser shall be entitled, but not obligated, to obtain the Contract and Lease Consents. Purchaser shall be entitled, but not obligated, to solicit and obtain estoppel certificates from any third party to any Leased Real Property. Purchaser's failure to obtain any or all of the Contract and Lease Consents or estoppel certificates as of the Closing Date shall not be a condition precedent to either party's obligation to close the transactions contemplated by this Agreement.

5.3 Certain Employee Matters.

(a) Purchaser agrees to make offers of employment, effective as of the Effective Time, to substantially all persons (whether such persons are full time employees, part-time employees, on short-term or long-term disability or on leave of absence, military leave or workers compensation leave) (the "**Hospital Employees**") who, immediately prior to the Effective time are: (i) employees of either Seller; (ii) employees of any affiliate of either Seller which employs individuals at the Hospital and are listed on **Schedule 5.3**; or (iii) employed by an affiliate of either Seller and are listed on **Schedule 5.3**. For the avoidance of doubt, the Hospital Employees shall not include any employees of Verity Health System of California, Inc. or any other affiliate of Seller unless such individual is listed on **Schedule 5.3**. Any of the Hospital Employees who accept an offer of employment with Purchaser as of or after the Effective Time shall be referred to in this Agreement as the "Hired Employees." All employees who are Hired Employees shall cease to be employees of the applicable Seller or its affiliates as of the Closing Date.

(b) Purchaser shall give all Hired Employees full credit for paid time off pay to such employees as of the Closing Date, by crediting such employees the time off reflected in the employment records of the applicable Seller and/or any of its affiliates immediately prior to the Effective Time.

(c) After the Closing Date, Purchaser's human resources department will give reasonable assistance to each Seller and its affiliates with respect to such Seller's and such Seller's affiliates' post-Closing administration of such Seller's and such Seller's affiliates' pre-Closing employee benefit plans for the Hospital Employees. Within ten (10) days after the Closing Date, Purchaser shall provide to each Seller a list of all the Hospital Employees who were offered employment by Purchaser but refused such employment along with a list of all Hired Employees.

(d) With respect to any collective bargaining agreements or labor contract with respect to any union employees, Purchaser shall comply with the applicable laws and bankruptcy court orders relating to collective bargaining agreements or labor contracts.

(e) The provisions of this Section 5.3 are solely for the benefit of the parties to this Agreement, and no employee or former employee or any other individual associated therewith or any employee benefit plan or trustee thereof shall be regarded for any purpose as a third party beneficiary of this Agreement, and nothing herein shall be construed as an amendment to any employee benefit plan for any purpose.

5.4 Excluded Assets. As soon as practicable after the Closing Date, Purchaser shall deliver to each Seller or such Seller's designee any Excluded Assets of such Seller found at the

Hospital on and after the Effective Time, without imposing any charge on either Seller for Purchaser's storage or holding of same on and after the Effective Time.

5.5 Waiver of Bulk Sales Law Compliance. Purchaser hereby waives compliance by Sellers with the requirements, if any, of Article 6 of the Uniform Commercial Code as in force in any state in which the Assets are located and all other laws applicable to bulk sales and transfers.

5.6 Attorney General Filings. Promptly after entry of the Sale Order, Purchaser shall cooperate with Sellers in obtaining any required review and consent by the California Attorney General to the sale of the Assets to Purchaser in accordance with this Agreement and the Sale Order pursuant to Title 11, Chapter 15, Section 999.5 of the California Code of Regulations, including without limitation, participating in any required Attorney General or public meetings, and negotiating any conditions proposed by the Attorney General for the consummation of such transactions.

5.7 Conduct Pending Closing. Prior to consummation of the transactions contemplated hereby or the termination or expiration of this Agreement pursuant to its terms, unless Sellers shall otherwise consent in writing, Purchaser shall not take any action or fail or omit to take any action which would cause any of Purchaser's representations and warranties set forth in ARTICLE 3 to be inaccurate or untrue as of the Closing.

5.8 Resale Certificate. Purchaser agrees to furnish to each Seller any resale certificate or certificates or other similar documents reasonably requested by such Seller to comply with or obtain an exemption from pertinent excise, sales and use tax laws.

5.9 Cure Costs. Purchaser, upon assumption, shall pay the Cure Costs for each Assumed Contract and Assumed Lease so that each such Assumed Contract and Assumed Lease may be assumed by the applicable Seller and assigned to Purchaser in accordance with the provisions of section 365 of the Bankruptcy Code. For purposes of this Agreement, "**Cure Costs**", means all amounts that must be paid and all obligations that otherwise must be satisfied, including pursuant to Sections 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the assumption and/or assignment of the Assumed Contracts and Assumed Leases to Purchaser as provided herein.

5.10 Operating Covenant. Purchaser shall act in good faith and use Purchaser's commercially reasonable efforts to serve the medical needs of the Hospital's service area.

5.11 **[HSR Filing. Purchaser and each Seller will as promptly as practicable, and in any event no later than five business days after the date of the Sale Order, file with the Federal Trade Commission and the Department of Justice the notification and report forms required for the transactions contemplated hereby and any supplemental information that may be reasonably requested in connection therewith pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), which notification and report forms and supplemental information will comply in all material respects with the requirements of the HSR Act. Purchaser shall pay all filing fees required with respect to the notification, report and other requirements of the HSR**

Act. Each of Purchaser and Sellers shall furnish to the other such information and assistance as the other shall reasonably requires in connection with the preparation and submission to, or agency proceedings by, any governmental authority under the HSR Act, and each of Purchaser and Sellers shall keep the other promptly apprised of any communications with, and inquires or requests for information from, such governmental authorities. Purchaser shall take such action (including divestitures or hold separate arrangements) as may be required by any governmental authority in order to resolve with the minimum practicable delay any objections such governmental authorities may have to the transactions contemplated by this Agreement under the HSR Act.]

ARTICLE 6

SELLERS' BANKRUPTCY AND BANKRUPTCY COURT APPROVAL

6.1 Bankruptcy Court Approval.

(a) Sellers and Purchaser acknowledge that this Agreement and the sale of the Assets and the assumption and assignment of the Assumed Contracts and Assumed Leases are subject to Bankruptcy Court approval, and that this Agreement is subject to termination in the event either Seller receives a better and higher offer for such Seller's assets in accordance with the Bankruptcy Code.

(b) Each Seller shall at the Sale Hearing exercise reasonable efforts to obtain a "Sale Order" approving this Agreement, subject to its obligations in respect of any better and higher offer for such Seller's assets in accordance with the Bankruptcy Code. For purposes of this Agreement, the term "Sale Order" shall mean an order of the Bankruptcy Court authorizing the sale of the Assets (including the assumption and assignment of the Assumed Contracts and Assumed Leases) to Purchaser consistent with this Agreement and in a form reasonably satisfactory to Purchaser.

(c) Each Seller agrees to proceed in good faith to obtain Bankruptcy Court approval of the sale contemplated herein with a determination that Purchaser is a good faith purchaser pursuant to Bankruptcy Code section 363(m) and to file such declarations and other evidence as may be required to support a finding of good faith.

(d) Each Seller shall seek an order from the Bankruptcy Court retaining jurisdiction over all matters relating to claims against such Seller as debtor solely in the Bankruptcy Court.

6.2 Appeal of Sale Order. In the event an appeal is taken or a stay pending appeal is requested from the Sale Order, Sellers shall immediately notify Purchaser of such appeal or stay request and shall provide to Purchaser promptly a copy of the related notice of appeal or order of stay. Sellers shall also provide Purchaser with written notice of any motion or application filed in connection with any appeal from either of such orders. In the event of an appeal of the Sale Order, Sellers shall be primarily responsible for drafting pleadings and attending hearings as necessary to defend against the appeal.

ARTICLE 7

CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS

Sellers' obligation to sell the Assets and to close the transactions as contemplated by this Agreement shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date unless specifically waived in writing by Sellers in whole or in part at or prior to the Closing:

7.1 Signing and Delivery of Instruments. Purchaser shall have executed and delivered all documents, instruments and certificates required to be executed and delivered pursuant to the provisions of this Agreement.

7.2 Representations and Warranties. Each of the representations and warranties of Purchaser contained in this Agreement that are qualified as to materiality shall be true and correct on and as of the Closing Date, except to the extent such representations and warranties relate to an earlier date (in which case such representations and warranties shall be true and correct as of such earlier date); and each of the other representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date, except to the extent such representations and warranties relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date)

7.3 No Restraints. No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the transactions contemplated in this Agreement shall have been issued by any court of competent jurisdiction or any other governmental body and shall remain in effect on the Closing Date, and further, no governmental entity shall have commenced any action or suit before any court of competent jurisdiction or other governmental authority that seeks to restrain or prohibit the consummation of the transactions contemplated hereby.

7.4 Performance of Covenants. Purchaser shall have in all respects performed or complied with each and all of the obligations, covenants, agreements and conditions required to be performed or complied with by it on or prior to the Closing Date.

7.5 Governmental Authorizations. Purchaser shall have obtained all material licenses, permits and authorizations from governmental agencies or governmental bodies that are necessary or required for completion of the transactions contemplated by this Agreement, including reasonable assurances that any material licenses, permits and authorizations not actually issued as of the Closing will be issued following Closing (which may include oral assurances from appropriate governmental agencies or bodies).

7.6 Attorney General Approval. The California Attorney General shall have approved the transactions contemplated by this Agreement on terms and conditions and in form and substance acceptable to Purchaser in Purchaser's sole and absolute discretion.

7.7 Bankruptcy Court Approval. The Bankruptcy Court shall have entered the Sale Order.

7.7 **[HSR Act. The applicable waiting period under the HSR Act shall have expired or been earlier terminated.]**

ARTICLE 8

CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER

Purchaser's obligation to purchase the Assets and to close the transactions contemplated by this Agreement shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date unless specifically waived in writing by Purchaser in whole or in part at or prior to the Closing.

8.1 Governmental Authorizations. Purchaser shall have obtained licenses, permits and authorizations from governmental agencies or governmental bodies that are required for operation of the Hospital, except in such case where failure to obtain such license, permit or authorizations from a governmental agency or governmental body does not have a material adverse effect.

8.2 Bankruptcy Court Approval. The Bankruptcy Court shall have entered the Sale Order and made a finding that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code.

8.3 Signing and Delivery of Instruments. Sellers shall have executed and delivered all documents, instruments and certificates required to be executed and delivered pursuant to all of the provisions of this Agreement.

8.4 Performance of Covenants. Sellers shall have in all material respects performed or complied with each and all of the obligations, covenants, agreements and conditions required to be performed or complied with by Sellers on or prior to the Closing Date.

8.5 Representations and Warranties. Each of the representations and warranties of Sellers contained in this Agreement that are qualified as to materiality shall be true and correct in all material respects on and as of the Closing Date, except to the extent such representations and warranties relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date); and each of the other representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date, except to the extent such representations and warranties relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date)

8.6 No Restraints. No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the transactions contemplated in this Agreement shall have been issued by any court of competent jurisdiction or any governmental body and shall remain in effect on the Closing Date, and further, no governmental entity shall have commenced any action or suit before any court of competent jurisdiction or other governmental authority that seeks to restrain or prohibit the consummation of the transactions contemplated hereby.

8.7 Attorney General Approval. The California Attorney General shall have approved the transactions contemplated by this Agreement on terms and conditions and in form and substance acceptable to Purchaser in Purchaser's sole and absolute discretion.

8.8 Title Matters. Purchaser shall have received commitments from a qualified title company to issue as of the Closing Date title policies for the Owned Real Property, in an amount equal to the portion of the Purchase Price allocated to the Owned Real Property, as applicable, in such form as reasonably approved by Purchaser and with such endorsements as are reasonably satisfactory to Purchaser.

8.9 The Required Assumed Contracts and Leases. The approval or consent to the assignment to Purchaser of the Required Assumed Contracts and Leases shall have been obtained.

8.10 No Material Adverse Effect. No event, change, fact, condition, circumstance, occurrence or effect shall have occurred that is reasonably expected to have, either individually or in the aggregate, a material adverse effect on the Sellers, the Hospitals, the Assets or the Assumed Liabilities, regardless of whether such effect is or would be realized before or after the Closing Date.

8.11 **Medicare and Medi-Cal Provider Agreements. Following consultation with Purchaser, Seller shall have obtained agreements with the Medicare and Medi-Cal agencies with respect to the assumption and assignment of Seller's provider agreements with such agencies, which agreements shall be reasonably acceptable to Purchaser.**

8.8 **[HSR Act. The applicable waiting period under the HSR Act shall have expired or been earlier terminated.]**

ARTICLE 9

TERMINATION

9.1 Termination. This Agreement may be terminated at any time prior to Closing:

(a) by the mutual written consent of the parties;

(b) by Sellers if a material breach of this Agreement has been committed by Purchaser and such breach has not been (i) waived in writing by Sellers or (ii) cured by Purchaser to the reasonable satisfaction of Sellers within fifteen (15) business days after service by Sellers upon Purchaser of a written notice which describes the nature of such breach; *provided, however*, Sellers shall not be permitted to terminate this Agreement pursuant to this Section 9.1(b) if Sellers are also in material breach of this Agreement;

(c) by Purchaser if a material breach of this Agreement has been committed by Sellers and such breach has not been (i) waived in writing by Purchaser or (ii) cured by Sellers to the reasonable satisfaction of Purchaser within fifteen (15) business days after service by Purchaser upon Sellers of a written notice which describes the nature of such breach; *provided, however*,

Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 9.1(c) if Purchaser is also in material breach of this Agreement;

(d) by Purchaser pursuant to Section 1.12(b) of this Agreement;

(e) by Purchaser if satisfaction of any condition in ARTICLE 8 is or becomes impossible and Purchaser has not waived such condition in writing (provided that the failure to satisfy the applicable condition or conditions has occurred by reason other than (i) through the failure of Purchaser to comply with its obligations under this Agreement or (ii) Sellers' failure to provide their closing deliveries on the Closing Date as a result of Purchaser not being ready, willing and able to close the transaction on the Closing Date);

(f) by Sellers if any of the conditions in ARTICLE 7 have not been satisfied as of _____, or if satisfaction of any such condition in ARTICLE 7 is or becomes impossible and Sellers have not waived such condition in writing on or before _____ (provided that the failure to satisfy the applicable condition or conditions has occurred by reason other than (i) through the failure of Sellers to comply with their obligations under this Agreement or (ii) Purchaser's failure to provide its closing deliveries on the Closing Date as a result of Sellers not being ready, willing and able to close the transaction on the Closing Date);

(g) by either Purchaser or Sellers if the Bankruptcy Court enters an order dismissing the Bankruptcy Case or fails to approve the sale of the Assets to Purchaser; or

(h) by Sellers if, in connection with the Bankruptcy Case, either Seller receives a better and higher offer for such Seller's assets in accordance with the Bankruptcy Code;

(i) by either Purchaser or Sellers if the Closing has not occurred (other than through the failure of any party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before _____ (the "**Termination Date**"). The Termination Date may be extended to _____ by mutual consent of the Sellers and Purchaser.

9.2 Termination Consequences. If this Agreement is terminated pursuant to Section 9.1: (a) all further obligations of the parties under this Agreement shall terminate, provided that the provisions of ARTICLE 12, shall survive, and (b) each party shall pay the costs and expenses incurred by it in connection with this Agreement; provided, in the case of any termination based on Sections 9.1(b) or (c), the consequences of such termination shall be determined in accordance with ARTICLE 11 **Error! Reference source not found.** hereof. In addition, if this Agreement is terminated by Purchaser pursuant to Sections 9.1(d), (e), (g), (h) or (i), Purchaser shall have the right to demand and receive a refund of the Deposit. Each Party acknowledges that the agreements contained in this Section 9.2 are an integral part of the transactions contemplated by this Agreement, and that without these agreements such Party would not have entered into this Agreement.

ARTICLE 10

POST-CLOSING MATTERS

10.1 Excluded Assets.

Subject to Section 10.2 hereof, any Excluded Asset (or proceeds thereof) (a) pursuant to the terms of this Agreement, (b) as otherwise determined by the parties' mutual written agreement or (c) absent such agreement, as determined by adjudication by the Bankruptcy Court, which comes into the possession, custody or control of Purchaser (or its respective successors-in-interest, assigns or affiliates) shall, within five (5) business days following receipt, be transferred, assigned or conveyed by Purchaser (and its respective successors-in-interest, assigns and affiliates) to the applicable Seller. Purchaser (and its respective successors-in-interest, assigns and affiliates) shall have neither the right to offset amounts payable to either Seller under this Section 10.1 against, nor the right to contest its obligation to transfer, assign and convey to either Seller because of, outstanding claims, liabilities or obligations asserted by Purchaser against either Seller. If Purchaser does not remit any monies included in the Excluded Assets (or proceeds thereof) to the applicable Seller in accordance with the first sentence of this Section 10.1, such withheld funds shall bear interest at the Prime Rate in effect on the calendar day upon which such payment was required to be made to Seller (the "**Excluded Asset Due Date**") (or the maximum rate allowed by law, whichever is less), such interest accruing on each calendar day after the Excluded Asset Due Date until payment of the Excluded Assets and all interest thereon is made to the applicable Seller.

10.2 Preservation and Access to Records After the Closing.

(a) From the Closing Date until seven (7) years after the Closing Date or such longer period as required by law (the "**Document Retention Period**"), Purchaser shall keep and preserve all medical records, patient records, medical staff records and other books and records which are among the Assets as of the Effective Time, but excluding any records which are among the Excluded Assets. Purchaser will afford to the representatives of Sellers, any of their affiliates, the Official Committee of the Unsecured Creditors of the Sellers, Sellers' estate representative or any liquidating trustee of the Sellers' bankruptcy estate ("**Seller Parties**"), including their counsel and accountants, full and complete access to, and, subject to reimbursement for Purchaser's out-of-pocket costs and expenses, copies (including, without limitation, color laser copies) of, such records with respect to time periods prior to the Effective Time (including, without limitation, access to records of patients treated at the Hospital prior to the Effective Time) during normal business hours after the Effective Time, to the extent reasonably needed by any Seller Party for any lawful purpose, and in accordance with all applicable laws, including, without limitation, those relating to the privacy of patient information. Purchaser acknowledges that, as a result of entering into this Agreement and operating the Hospital, it will gain access to patient records and other information which are subject to rules and regulations concerning confidentiality. Purchaser shall abide by any such rules and regulations relating to the confidential information it acquires. Purchaser shall maintain the patient and medical staff records at the Hospital in accordance with applicable law and the requirements of relevant insurance carriers. After the expiration of the Document Retention Period, if Purchaser intends to destroy or otherwise dispose of any of the documents described in this Section 10.2(a), Purchaser shall provide written notice to Sellers of Purchaser's intention no later than forty-five (45) calendar days prior to the date of such intended

destruction or disposal. Any of the Seller Parties shall have the right, at its sole cost, to take possession of such documents during such forty-five (45) calendar day period. If any of the Seller Parties does not take possession of such documents during such forty-five (45) calendar day period, Purchaser shall be free to destroy or otherwise dispose of such documentation upon the expiration of such forty-five (45) calendar day period.

(b) Provided that Purchaser shall not incur any out of pocket costs, Purchaser shall give full cooperation to the Seller Parties and their insurance carriers in connection with the administration of Sellers' estate, including, without limitation, in connection with all claims, actions, causes of action or audits relating to the Excluded Assets, Excluded Liabilities or pre-Closing operation of the Sellers or the Hospital that any Seller Party may elect to pursue, dispute or defend, in respect of events occurring prior to the Effective Time with respect to the operation of the Hospital. Such cooperation shall include, without limitation, making the Hired Employees available for interviews, depositions, hearings and trials and other assistance in connection with the administration of Sellers' estate and such cooperation shall also include making all of its employees available to assist in the securing and giving of evidence and in obtaining the presence and cooperation of witnesses (all of which shall be done without payment of any fees or expenses to Purchaser or to such employees); provided that Purchaser shall not be required to incur any out of pocket costs in association therewith. In addition, Sellers and their affiliates shall be entitled to remove from the Hospital originals of any such records, but only for purposes of pending litigation involving the persons to whom such records refer, as certified in writing prior to removal by counsel retained by Sellers or any of their affiliates in connection with such litigation, subject to compliance with all applicable laws, including, without limitation, those relating to the privacy of patient information. Any records so removed from the Hospital shall be promptly returned to Purchaser following Sellers' or their applicable affiliate's use of such records.

(c) In connection with (i) the transition of the Hospital pursuant to the transaction contemplated by this Agreement, (ii) Sellers' rights to the Excluded Assets, (iii) in connection with any claim, audit, or proceeding, including, without limitation, any tax claim, audit, or proceeding and (iv) the Sellers' obligations under the Excluded Liabilities, Purchaser shall after the Effective Time give Sellers access during normal business hours to Purchaser's books, personnel, accounts and records and all other relevant documents and information with respect to the assets, liabilities and business of the Hospital as representatives of Sellers and their affiliates may from time to time reasonably request, all in such manner as not to unreasonably interfere with the operations of the Hospital, and all in accordance with all applicable laws, including, without limitation, those relating to the privacy of patient information.

(d) Purchaser and its representatives shall be given access by Sellers during normal business hours to the extent reasonably needed by Purchaser for business purposes to all documents, records, correspondence, work papers and other documents retained by Sellers pertaining to any of the Assets prior to the Effective Time (excluding confidential employee information, privileged materials and patient records), all in such manner as to not interfere unreasonably with Sellers. Such documents and other materials shall be, at Sellers' option, either (i) copied by Sellers for Purchaser at Purchaser's expense, or (ii) removed by Purchaser from the premises, copied by Purchaser and promptly returned to Sellers.

(e) Purchaser shall comply with, and be solely responsible for, all obligations under the Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 with respect to the operation of the Hospital on and after the Effective Time.

(f) Purchaser, at no expense to itself, shall cooperate with Sellers, on a timely basis and as reasonably requested by Sellers, in connection with the provision of all data of the Hospital and other information required by Sellers for reporting to HFAP for the remainder of the quarterly period in which the Closing has occurred.

(g) To the maximum extent permitted by law, if any Person requests or demands, by subpoena or otherwise, any documents relating to the Excluded Liabilities or Excluded Assets, including without limitation, documents relating to the operations of any of the Hospitals or any of the Hospital's committees prior to the Effective Time, prior to any disclosure of such documents, Purchaser shall notify Sellers and shall provide Sellers with the opportunity to object to, and otherwise coordinate with respect to, such request or demand.

(h) **[Provision of Benefits of Certain Contracts. Notwithstanding anything contained herein to the contrary, this Agreement shall not constitute an agreement to assign any Assumed Contract or Assumed Lease, if, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, an attempted assignment thereof, without the consent of the third party thereto, would constitute a breach thereof or in any way negatively affect the rights of Sellers or Purchaser, as the assignee of such Assumed Contract or Assumed Lease, as the case may be, thereunder. If, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, such consent or approval is required but not obtained, Sellers will cooperate with Purchaser in any reasonable arrangement designed to both (a) provide Purchaser with the benefits of or under any such Assumed Contract or Assumed Lease, and (b) cause Purchaser to bear all costs and obligations of or under any such Assumed Contract or Assumed Lease. Further, notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Account Receivable the assignment of which is either prohibited by law or by the terms of any contract with a payor without the consent of such payor. Any payments received by Sellers after the Closing Date from patients, payors, clients, customers, or others who are the obligors on Accounts Receivables transferred to Purchaser as a part of the Assets on the Closing Date shall be paid over to Purchaser within ten (10) business days after receipt by Seller.]**

10.3 Closing of Financials. Provided that Purchaser shall not incur any out of pocket costs, Purchaser shall cause the individual acting as the chief financial officer of the Hospital after the Effective Time (the "**Post-Effective Time CFO**") to cooperate with Sellers' representatives in order to complete the standardized closing of Sellers' financial records through the Closing Date including, without limitation, the closing of general ledger account reconciliations (collectively, the "**Closing of Financials**"). Purchaser shall cause the Post-Effective Time CFO to use his or her good faith efforts to cooperate with Sellers' representatives in order to complete the Closing of Financials by no later than the date which is thirty (30) calendar days after the Closing Date. The Post-Effective Time CFO and other appropriate personnel shall be reasonably available to Sellers for a period of no less than one hundred eighty (180) calendar days after the Closing Date to assist Sellers in the completion of Sellers' post-

Closing audit, such assistance not to interfere unreasonably with such Post-Effective Time CFO's other duties.

10.4 Medical Staff. To ensure continuity of care in the community, Purchaser agrees that the Hospital's medical staff members in good standing as of the Effective Time shall maintain medical staff privileges at the Hospital as of the Effective Time. On and after the Effective Time, the medical staff will be subject to the Hospital's Medical Staff Bylaws then currently in effect, provided that such Bylaws are in compliance with all applicable laws and regulations and contain customary obligations.

ARTICLE 11

DEFAULT, TAXES AND COST REPORTS

11.1 Purchaser Default. If Purchaser commits any material default under this Agreement, Sellers shall be entitled to retain the Deposit, and Sellers may, in addition thereto, pursue any rights or remedies that Sellers may have under this Agreement or applicable law, including the right to sue for damages or specific performance.

11.2 Seller Default. If Sellers commit any material default under this Agreement, Purchaser shall have the right to demand and receive a refund of the Deposit, and Purchaser may, in addition thereto, pursue any rights or remedies that Purchaser may have under applicable law, including the right to sue for damages or specific performance.

11.3 Tax Matters; Allocation of Purchase Price.

(a) After the Closing Date, the parties shall cooperate fully with each other and shall make available to each other, as reasonably requested, all information, records or documents relating to tax liabilities or potential tax liabilities attributable to Sellers with respect to the operation of the Hospital for all periods prior to the Effective Time and shall preserve all such information, records and documents at least until the expiration of any applicable statute of limitations or extensions thereof. The parties shall also make available to each other to the extent reasonably required, and at the reasonable cost of the requesting party (for out-of-pocket costs and expenses only), personnel responsible for preparing or maintaining information, records and documents in connection with tax matters and as Sellers reasonably may request in connection with the completion of any post-Closing audits of the Hospital.

(b) Within twenty (20) days after the Signing Date, Purchaser shall deliver to Sellers for Sellers' review a schedule setting forth the allocation of the Purchase Price (including any liabilities that are considered to be an increase to the Purchase Price for United States federal income Tax purposes) among the Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (such schedule, as may be amended as contemplated below in this Section 11.3(b), the "**Allocation Schedule**"). The Allocation Schedule shall be deemed final and binding upon the parties upon Sellers' approval thereof. The parties shall cooperate in good faith to finalize the Allocation Schedule within 10 days after delivery of the initial draft of the schedule by Purchaser to Sellers. If within such 10 day period (or such other period as the parties may agree), the parties are unable to reach agreement on a final Allocation

Schedule, the parties shall have no further obligations under this Section 11.3(b). If the parties are able to agree on an Allocation Schedule, the parties shall refrain from taking any position that is inconsistent with the Allocation Schedule.

11.4 Cost Report Matters.

(a) Consistent with Section 4.7, Sellers shall, at Seller's expense, prepare and timely file all cost reports relating to the periods ending prior to the Effective Time or required as a result of the consummation of the transactions described in this Agreement, including, without limitation, those relating to Medicare, Medicaid, and other third party payors which settle on a cost report basis (the "**Seller Cost Reports**").

(b) Upon reasonable notice and during normal business office hours, Purchaser will cooperate reasonably with Sellers in regard to Sellers' preparation and filing of the Seller Cost Reports. Such cooperation shall include, at no cost to Sellers, obtaining access to files at the Hospital and Purchaser's provision to Sellers of data and statistics, and the coordination with Sellers pursuant to reasonable notice of Medicare and Medicaid exit conferences or meetings. Sellers shall have no obligations after the Effective Time with respect to Seller Cost Reports except for preparation and filing thereof.

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.1 Further Assurances and Cooperation. Sellers shall execute, acknowledge and deliver to Purchaser any and all other assignments, consents, approvals, conveyances, assurances, documents and instruments reasonably requested by Purchaser at any time and shall take any and all other actions reasonably requested by Purchaser at any time for the purpose of more effectively assigning, transferring, granting, conveying and confirming to Purchaser, the Assets. After consummation of the transaction contemplated in this Agreement, the parties agree to cooperate with each other and take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement, the documents referred to in this Agreement and the transactions contemplated hereby.

12.2 Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto; *provided, however,* that no party hereto may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other parties.

12.3 Governing Law; Venue. This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of California (without giving effect to the principles of conflicts of laws thereof), except to the extent that the laws of such State are superseded by the Bankruptcy Code or other applicable federal law. For so long as Sellers are subject to the jurisdiction of the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. The parties

hereby consent to the jurisdiction of such court and waive their right to challenge any proceeding involving or relating to this Agreement on the basis of lack of jurisdiction over the Person or forum non conveniens.

12.4 Amendments. This Agreement may not be amended other than by written instrument signed by the parties hereto.

12.5 Exhibits, Schedules and Disclosure Schedule. The Disclosure Schedule and all exhibits and schedules referred to in this Agreement shall be attached hereto and are incorporated by reference herein. From the Signing Date until the Closing, the parties agree that Sellers may update the Disclosure Schedule as necessary upon written notice to Purchaser, and the applicable representation and warranty shall thereafter be deemed amended for all purposes by such updated Disclosure Schedule. Notwithstanding the foregoing, should any exhibit or schedule not be completed and attached hereto as of the Signing Date, Sellers and Purchaser shall promptly negotiate in good faith any such exhibit or schedule, which exhibit or schedule must be acceptable to each of Sellers and Purchaser in their reasonable discretion prior to being attached hereto. Any matter disclosed in this Agreement or in the Disclosure Schedule with reference to any Section of this Agreement shall be deemed a disclosure in respect of all sections to which such disclosure may apply. The headings, if any, of the individual sections of the Disclosure Schedule are provided for convenience only and are not intended to affect the construction or interpretation of this Agreement. The Disclosure Schedule is arranged in sections and paragraphs corresponding to the numbered and lettered sections and paragraphs of this Agreement merely for convenience, and the disclosure of an item in one section of the Disclosure Schedule as an exception to a particular representation or warranty shall be deemed adequately disclosed as an exception with respect to all other representations or warranties to the extent that the relevance of such item to such representations or warranties is reasonably apparent on the face of such disclosure, notwithstanding the presence or absence of an appropriate section of the Disclosure Schedule with respect to such other representations or warranties or an appropriate cross reference thereto.

12.6 Notices. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by telegraphic or other electronic means (including facsimile) or overnight courier, or five (5) calendar days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

If to Sellers:
Verity Health System of California, Inc.
2040 East Mariposa St.
El Segundo, CA 90245
Attention: Rich Adcock, CEO
Telephone: 424-367-0630

With a copies to:
(which copies shall not constitute notice)
Dentons US LLP
601 South Figueroa St., Suite 2500
Los Angeles, CA 90017-5704
Attention: Samuel R. Maizel, Esq.

Telephone: 213-892-2910
Facsimile: 213-623-9924

If to Purchaser: AHMC Healthcare Inc.
55 S. Raymond Ave., Suite 105
Alhambra, CA 91801
Attention: Jonathan Wu
Telephone:
Facsimile:

With a copy to: AHMC Healthcare Inc., Legal Department
(which copies shall 500 E. Main St., 5th Floor
not constitute notice) Alhambra, CA 91801
Attention: Maan-Huei Hung, Esq.
Telephone: (626) 248-3301
Facsimile: (626) 248-3303

or at such other address as one party may designate by notice hereunder to the other parties.

12.7 Headings. The section and other headings contained in this Agreement and in the Disclosure Schedule, exhibits and schedules to this Agreement are included for the purpose of convenient reference only and shall not restrict, amplify, modify or otherwise affect in any way the meaning or interpretation of this Agreement or the Disclosure Schedule, exhibits and schedules hereto.

12.8 Publicity. Prior to the Closing Date, Sellers and Purchaser shall consult with each other as to the form and substance of any press release or other public disclosure materially related to this Agreement or any other transaction contemplated hereby and each shall have the right to review and comment on the other's press releases prior to issuance; *provided, however*, that nothing in this Section 12.8 shall be deemed to prohibit either Sellers or Purchaser from making any disclosure that its counsel deems necessary or advisable in order to satisfy either party's disclosure obligations imposed by law subject to reasonable prior notice to the other party thereof.

12.9 Fair Meaning. This Agreement shall be construed according to its fair meaning and as if prepared by all parties hereto.

12.10 Gender and Number; Construction; Affiliates. All references to the neuter gender shall include the feminine or masculine gender and vice versa, where applicable, and all references to the singular shall include the plural and vice versa, where applicable. Unless otherwise expressly provided, the word "including" followed by a listing does not limit the preceding words or terms and shall mean "including, without limitation." Any reference in this Agreement to an "affiliate" shall mean any Person directly or indirectly controlling, controlled by or under common control with a second Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of

the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. A "Person" shall mean any natural person, partnership, corporation, limited liability company, association, trust or other legal entity.

12.11 Third Party Beneficiary. None of the provisions contained in this Agreement are intended by the parties, nor shall they be deemed, to confer any benefit on any person not a party to this Agreement, except for the parties' successors and permitted assigns, and except for any liquidating trustee or plan administrator for Sellers' estate.

12.12 Expenses and Attorneys' Fees. Except as otherwise provided in this Agreement, each party shall bear and pay its own costs and expenses relating to the preparation of this Agreement and to the transactions contemplated by, or the performance of or compliance with any condition or covenant set forth in, this Agreement, including without limitation, the disbursements and fees of their respective attorneys, accountants, advisors, agents and other representatives, incidental to the preparation and carrying out of this Agreement, whether or not the transactions contemplated hereby are consummated. If any action is brought by any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its court costs and reasonable attorneys' fees.

12.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on all of the parties hereto. The parties agree that facsimile copies of signatures shall be deemed originals for all purposes hereof and that a party may produce such copies, without the need to produce original signatures, to prove the existence of this Agreement in any proceeding brought hereunder.

12.14 Entire Agreement. This Agreement, the Disclosure Schedule, the exhibits and schedules, and the documents referred to in this Agreement contain the entire understanding between the parties with respect to the transactions contemplated hereby and supersede all prior or contemporaneous agreements, understandings, representations and statements, oral or written, between the parties on the subject matter hereof (the "**Superseded Agreements**"), which Superseded Agreements shall be of no further force or effect.

12.15 No Waiver. Any term, covenant or condition of this Agreement may be waived at any time by the party which is entitled to the benefit thereof but only by a written notice signed by the party expressly waiving such term or condition. The subsequent acceptance of performance hereunder by a party shall not be deemed to be a waiver of any preceding breach by any other party of any term, covenant or condition of this Agreement, other than the failure of such other party to perform the particular duties so accepted, regardless of the accepting party's knowledge of such preceding breach at the time of acceptance of such performance. The waiver of any term, covenant or condition shall not be construed as a waiver of any other term, covenant or condition of this Agreement.

12.16 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstance shall be held to be invalid or unenforceable to any extent in any jurisdiction, then the remainder of this Agreement and the application of

such term, provision, condition or covenant in any other jurisdiction or to persons or circumstances other than those as to whom or which it is held to be invalid or unenforceable, shall not be affected thereby, and each term, provision, condition and covenant of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.17 Time is of the Essence. Time is of the essence for all dates and time periods set forth in this Agreement and each performance called for in this Agreement.

[REMAINDER OF PAGE IS BLANK]

IN WITNESS WHEREOF, this Agreement has been entered into as of the day and year first above written.

PURCHASER:

Signature By:_____
Print Name:_____
Title:_____
Date:_____

SELLERS:

Signature By:_____
Print Name:_____
Title:_____
Date:_____

Signature By:_____
Print Name:_____
Title:_____
Date:_____

5C

Alecto
HEALTHCARE SERVICES LLC

August 3, 2018

Via E-Mail
Cain Brothers
601 California Street, Suite 1505
San Francisco, California 94108
Attn: Carsten Beith, Managing Director
Jim Moloney, Managing Director
Ben Herbert, Director
Elizabeth Kim, Vice-President
Chris McMillan, Vice-President

Re: Verity Health Systems

Dear Mr. Beith, Mr. Moloney, Mr. Herbert, Ms. Kim, and Mr. McMillan:

Alecto Healthcare Services LLC ("Alecto") is pleased to submit the following preliminary proposal to acquire substantially all of the assets of St. Francis Medical Center ("SFMC"), St. Vincent Medical Center ("SVMC"), O'Connor Hospital ("OCH"), St. Louise Regional Hospital ("SLH"), Seton Medical Center ("SMC"), Seton Medical Center Coastside ("SMC-C") (SFMC, SVMC, OCH, SLH, SMC, and SMC-C shall hereinafter be referred to collectively as the "Acquired Hospitals"), and the real estate owned by Verity Holdings, LLC that is related to the operations of the Acquired Hospitals.[1] We believe that a transaction with Alecto presents several unique benefits to Verity and each of the communities served by the Acquired Hospitals including the following:

(1) Alecto is in a unique position to ensure the future success of the hospitals it seeks to acquire because it can bring about change at the hospitals and forge new relationships with labor unions and other third parties;

(2) Alecto can navigate the Attorney General review process expeditiously having received approval from the Attorney General to manage and purchase St. Rose Hospital in Hayward, California; and

(3) Alecto's senior management team has unmatched experience in acquiring hospitals in California in an expedited and smooth manner and will bring this experience to

[1] If there are other parties that seek to acquire some, but not all of the Acquired Hospitals, Alecto is willing to consider a transaction that does not include all of the Acquired Hospitals.

this transaction so that the transaction can be consummated expeditiously and without unforeseen obstacles; and

We believe that the benefits described above make Alecto the ideal candidate with which to pursue a transaction and have set forth the terms and conditions of Alecto's proposal in more detail below.

1. Overview of Alecto Healthcare Services

A. Overview and Management Team

Alecto was formed August 2012 in order to improve upon the nation's healthcare infrastructure one hospital at a time. Alecto has assembled an experienced and well-respected leadership team that has unmatched experience acquiring and managing acute care hospitals. Alecto's senior executives have more than 100 years of experience in healthcare, have played critical roles in the acquisition of more than twenty-five (25) acute care hospitals, and have successfully managed acute care hospitals in four different states. Alecto's senior leadership team includes:

- **Lex Reddy, MHA, MBA** – Chief Executive Officer – Lex has served as Alecto's Chief Executive Office since its inception. Prior to forming Alecto, Lex served as the President and Chief Executive Officer of one of the largest health systems in the country and was responsible for its growth from a one hospital system to a 16 hospital system that was recognized as a Top 10 Health System in the Nation by Thomson Reuters. Lex has more than 25 years of experience in healthcare and has particular experience in saving distressed hospitals.

- **Roger Krissman, MBA** – Chief Financial Officer – Roger has served as Alecto's Chief Financial Officer since its inception. Prior to joining Alecto, Roger served in senior leadership roles at a variety of health systems, hospitals, and providers including more than 9 years as the Chief Financial Officer of one of the largest health systems in the country with more than $1.5 Billion in Net Revenue. Roger has more than 30 years of hospital finance experience.

- **Panch Jeyakumar, M.D., FACP, FCCP** - Chief Medical Officer – Dr. Jeyakumar is a board certified pulmonologist and critical care specialist who has practiced critical care medicine for more than 30 years. Prior to joining Alecto, Dr. Jeyakumar maintained an active practice and served as the medical director for several large medical groups, IPAs, and hospitals. Dr. Jeyakumar also serves on the faculty at the University of California, Irvine's Medical School.

- **Michael Sarrao, Esq.** – Chief Legal Officer – Mike has served as Alecto's Chief Legal Officer since January 2013. Prior to joining Alecto, Mike served as Senior Vice-President and General Counsel of one of the largest health systems in the nation where he was responsible for all legal matters. Mike has served as lead counsel in connection with the acquisition of more than twenty-five (25) hospitals across the United States. Mike has been a member of the California Bar since 1996 and has more than 17 years of healthcare experience.

B. Mission

Through its commitment to integrity and innovation, Alecto's mission is to improve upon the nation's healthcare infrastructure one hospital at a time. Alecto also recognizes that while each hospital presents a unique set of challenges, the solutions always involve a strong commitment to the hospital's employees, the physicians in the community, and the patients who seek care at the hospital. Alecto takes great pride in its commitment not only to hospitals, but also the communities in which they exist.

C. Acute Care Experience

Members of Alecto's management team has served in senior leadership roles with the respect to the ownership and operation of more than twenty-five (25) acute care hospitals in four different states and are widely regarded as excellent hospital operators. In addition, Alecto has assembled an operations team that has more than 100 years of combined experience in all aspects of hospital operations including nursing, finance, medical staff, quality and performance improvement, laboratory and respiratory services, health information management, and information technology.

D. Alecto's Hospitals

Hospital	Location	Licensed Beds	Date Acquired
St. Rose Hospital	Hayward, California	217	October 2012[2]
Olympia Medical Center	Los Angeles, California	204	December 2013
Fairmont Regional Medical Center	Fairmont, West Virginia	207	September 2014
Wilson N. Jones Regional Medical Center	Sherman, Texas	222	October 2014
Ohio Valley Medical Center	Wheeling, West Virginia	218	June 2017
East Ohio Regional Hospital	Martins Ferry, Ohio	140	June 2017

2. Transaction Structure

Alecto anticipates that the transaction would be structured as an asset purchase with Alecto's subsidiaries acquiring substantially all of the assets of the Acquired Hospitals and the hospital related real estate owned by Verity Holdings[3] and assuming the Acquired Hospital's liabilities for accrued payroll, accrued payroll taxes, and accrued paid time off (the "Accrued Payroll Liabilities"). The assets to be acquired would include the Acquired Hospitals' working capital assets other than cash. Except for the Accrued Payroll Liabilities, Alecto would not assume any liabilities as part of the transaction.

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[2] Alecto provides management services to St. Rose Hospital, a non-profit hospital, pursuant to a management agreement approved by then Attorney General Kamala Harris. Alecto also has an option to purchase St. Rose.

[3] Subject to completion of due diligence, the hospital related real estate owned by Verity Holdings that would be acquired by Alecto would include all of the real estate identified on pages 113-115 of the CIM except for the vacant land located in Clearlake Oaks, California, the Twenty-Nine Palms Property, and the vacant land located in San Bernardino, California, all of which that are listed on page 115 of the CIM.

Given the limited time to review the diligence materials in the data room and the number of uncertainties regarding this transaction (i.e., the impact of the Attorney General conditions and the ability to secure reasonable modifications to the same, the dynamics of acquiring the Acquired Hospitals but not the system, and successor liability issues surrounding the post-retirement obligations), Alecto is not in a position to set forth a definitive purchase price at this time. However, with further diligence, Alecto will be able to set forth a definitive purchase price which would consist of cash consideration at closing minus the amount of the Accrued Payroll Liabilities assumed by Alecto at closing and any other purchase price adjustments agreed to by the parties. If a definitive purchase price is required to allow Alecto to continue with the process, please contact us immediately.

3. Financing

Alecto expects to finance this transaction with a combination of new and existing credit facilities and/or contributions from other capital partners. Alecto anticipates that this financing would be in place within forty-five (45) days after execution of the definitive agreement and well before the Attorney General has approved the transaction.

4. System Executive Leadership and Hospital Executive Leadership

Alecto has historically retained the executive leadership team at the hospitals it has acquired and sought to integrate system leadership into the Alecto team. Alecto anticipates that it would follow a similar approach with this transaction but would like the opportunity to meet with the leadership team to better understand their vision for the Acquired Hospitals.

5. Strategic Plan for Acquired Hospitals

As noted above, Alecto recognizes that while each hospital presents a unique set of challenges, the solutions always involve a strong commitment to the hospital's employees, the physicians in the community, and the patients who seek care at the hospital. The essential elements of Alecto's operating plan with respect to the Acquired Hospitals include:

- Remaining committed to Verity's mission of providing quality health care to all members of the community and improving upon the already high quality of care provided at the Acquired Hospitals;

- Prudent investment of capital to replace and/or update existing equipment, information systems, and infrastructure;

- Maintaining the Acquired Hospitals as a place for independent community physicians to practice while at the same time developing relationships with larger physician groups and IPAs;

- Like it has done at its other hospitals, implementing proven protocols designed to reduce unnecessary costs and eliminate inefficiencies so that the Acquired Hospitals are low cost, efficient providers of quality healthcare to all members of the community;

- Expanding existing relationships (and developing new relationships) with local physicians and other healthcare providers in order to meet the healthcare needs of the communities served by the Acquired Hospitals; and

- Maintaining strong community involvement and support for the Acquired Hospitals by including community leaders on governing boards and working with the community to identify the needs of the community that can be met by the Acquired Hospitals.

6. Treatment of Collective Bargaining Agreements

Alecto would hire substantially all of the employees of the Acquired Hospitals and, subject to agreements being reached with the labor unions as to certain modifications to the agreements, Alecto would assume the existing collective bargaining agreements applicable to the employees hired/retained by Alecto. Alecto would look to negotiate and reach agreements with the labor unions on these modifications during the due diligence period so that this condition can be satisfied prior to execution of the definitive documents.

7. Treatment of Post-Retirement Obligations

Alecto would not assume any of Verity's (or the Acquired Hospitals') post-retirement obligations. Rather, Alecto will offer a 401(k) plan for the hired/retained employees with an employer match.

8. Required Approvals

The execution of the definitive agreement and the closing of the transaction are subject to the approval of Alecto's Board of Managers, which consists of Lex Reddy, Roger Krissman, and Michael Sarrao, and Alecto's members, all of whom will be involved in the transaction. There will be no delays in obtaining such approvals.

9. Due Diligence

Attached hereto is a due diligence request list setting forth the information Alecto will need to review prior to completing due diligence and executing a definitive agreement.

10. Contingencies

Consummation of the transactions contemplated by this proposal will be subject to the following conditions:

(a) Approval by all necessary federal, state, and other regulatory agencies, without imposition of materially burdensome conditions on the parties;

(b) Approval by the Attorney General for the State of California, without imposition of materially burdensome conditions on the parties;

(c) Purchaser reaching an agreement with existing labor unions on certain modifications to the existing collective bargaining agreements. As noted above, Alecto would look to negotiate and reach agreements with the labor unions during the due diligence period so that this condition could be satisfied prior to execution of the definitive agreement;

(d) Obtaining third party consents to the assignment of certain specified material contracts and leases without imposition of materially burdensome conditions on the parties;

(e) Execution of a transition services agreement which provides Alecto and the Acquired Hospitals with access to certain services currently provided at the System Office and VBS for a reasonable period of time. Alecto anticipates that such services would primarily include IT services and patient financial services; and

(f) Other customary warranties, representations, conditions, covenants and agreements for a transaction of this type.

11. Key Contact Information.

All inquiries related to this proposal should be made to the following individuals:

Lex Reddy
Chief Executive Officer
lexreddy@alectohealthcare.com
(760) 963-5255

Michael Sarrao
Executive Vice-President & General Counsel
msarrao@sarraolaw.com
(949) 398-8358 (Office)
(949) 689-2243 (Cell)

We are excited about this opportunity to acquire Verity's hospitals and believe such a transaction will be beneficial to all parties. Please let us know when we can meet with you and Verity to discuss our proposal and this transaction. In the meantime, please call me at (949) 398-8358 (Office) or (949) 689-2243 (Cell) with any questions.

Sincerely,

[redacted]

Michael J. Sarrao
Executive Vice-President & General Counsel

Enclosure
cc: Lex Reddy, President & Chief Executive Officer, Alecto Healthcare Services
Roger Krissman, Chief Financial Officer, Alecto Healthcare Services
Steven Kay, Esq., Kay & Merkle

Due Diligence List

Item No.	Subject Matter	Comments	Status
1	**Real Property**		
1.1	Phase 1 Environmental Survey		
1.2	Title Report for all Owned Real Property		
1.3	List of Leases where a Seller Party is Lessor and Opportunity to Review Leases		
1.4	List of Leases where a Seller Party is Lessee and Opportunity to Review Leases		
1.5	List of any agreements that encumber or restrict use of any owned property		
1.6	List of Approved Capital Expenditures		
1.7	List of Capital Expenditures in Last 3 Years		
1.8	Copies of any prior environmental and engineering surveys/reports		
1.9	Copies any reports/records related to presence of asbestos		
1.10	Copies of any site plans, soil tests, etc.		
1.11	Copies of any zoning approvals		
1.12	Property Tax Statements for current and prior two years		
1.13	Any zoning approvals		
2	**Organizational**		
2.1	Articles of Incorporation and bylaws or similar governing documents and any amendments thereto for each Seller Party:		
2.2	List of all subsidiaries and related entities		
2.3	Copy of all community need assessments prepared by hospitals in the past 3 years		
2.4	Organizational Chart for all entities identified		

Due Diligence List

Item No.	Subject Matter	Comments	Status
3	**Contracts**		
3.1	Physician Contracts (Non-Employed) -Copies of any medical director agreements with payment history for past 12 months -Copies of any call/coverage agreements with payment history for past 12 months -Copies of any other agreements with physicians with payment history for past 12 months -Copies of any recruitment/relocation agreements		
3.2	Non-Physician Contracts -Copies of any employment agreements with employees other than employed physicians -Copies of any stay or retention agreements with any employees -List of contracts with payment history by vendor for past 12 months [Request to review certain material agreements will be made after review of list] -Any pending contracts -List of contracts terminated within last 12 months -Copies of any operating leases -Copies of any capital leases -Copy of any affiliation agreements including agreement with Ohio State		
3.3	Payor Contracts -List of payor contracts		
3.4	Description of any breach or default notices received by Seller Parties		
3.5	Description of any breach or default notices sent by Seller Parties		
3.6	All contracts with any governmental agency or authority including Medicare, Medicaid, and Tricare participation agreements		

Due Diligence List

Item No.	Subject Matter	Comments	Status
4	**Tax Matters**		
4.1	Copies of tax returns filed by any Seller Party during the last three years including any Form 990s		
4.2	Description of accrued federal, state and local withholding taxes and FICA for each entity		
4.3	List of any taxes due and payable in future		
4.4	Any notices of deficiencies, adjustments, assessments or changes in assessments or increases in taxes or tax rates in last 3 years		
5	**Financial**		
5.1	Audited financial statements for past 3 years for Seller Parties		
5.2	YTD financial statements for each entity including combined schedules		
5.3	Consolidating financial statements for past 3 years		
5.4	Detailed trial balances in electronic/excel format		
5.5	Operating and capital budgets for the past 3 fiscal years and any projected operating and capital budgets		
5.6	Discharges and patient days by service (i.e. acute, psychiatric, rehabilitation, adult health, etc.) for: the past 3 completed fiscal years; year-to-date; budgeted for the current fiscal year; and projected for the next 3 future fiscal years. Please include data on emergency room visits and outpatient procedures by service		
5.7	Discharges and patient days by payor for: the completed fiscal years; year-to date; budgeted for the current fiscal year; and projected for the next 3 future fiscal years. Please include data on emergency room visits and outpatient procedures by payor		
5.8	Total case mix index ("*CMI*") and Medicare CMI for: the completed fiscal years; year-to date; budgeted for		

Item No.	Subject Matter	Comments	Status
	the current fiscal year; and projected for the next 3 future fiscal years.		
5.9	Gross and net patient service revenue by payor for: the completed fiscal years (monthly); year-to-date; budgeted for the current fiscal year; and projected for the next 3 future fiscal years. Revenue breakdown/reconciliation should include the greatest level of detail available regarding the mix of revenue, the types of revenue adjustments recorded by category (contractual allowances, billing adjustments, denials, discounts, charity care, etc.) and the timing of the adjustment relative to the census date.		
5.10	Gross and net patient service revenue and supplies expense broken down by the following categories: general medical, surgical, prosthesis, pharmaceutical and other supplies expense for the completed fiscal years; and projected for the next 3 future fiscal years.		
5.11	Total accounts receivable, net of contractual allowances and the allowance for bad debts for the completed fiscal years; year-to date; budgeted for the current fiscal year; and projected for the next 3 future fiscal years.		
5.12	List of all off-balance sheet commitments, such as synthetic leases and operating leases.		
5.13	List and description of all booked and unbooked liabilities, including contingent liabilities. Include expected timing of the settlement thereof, including any payment that may be accelerated or otherwise affected by a proposed transaction.		

Due Diligence List

Item No.	Subject Matter	Comments	Status
5.14	Provide charge description master, including reviews or significant revisions.		
5.15	Inventory summary (including supplies) and detailed aged trial balance with a reconciliation to the general ledger. Include roll-forward of the allowance for obsolete or slow moving inventory, indicating reserve releases, if any.		
5.16	FTEs by the following categories (including as breakdown by department), contract labor, and purchased services		
5.17	Communication of internal controls related associated with their last financial statement audit.		
5.18	Journal entries recorded through their most recent audit		
5.19	Journal entries proposed and not recorded associated with most recent audit.		
5.20	Contractual and Bad Debt allowance calculation for the most recent audit and the most recently closed month including supporting schedules (Detailed AR Trial Balance, zero balance report or equivalent)		
5.21	Detailed AR Trial Balance for 12/31/17		
5.22	Detailed Cash Receipts report, by patient, from 1/1/17 to present		
5.23	Detailed A/P Reports in excel format		
6	**Insurance & Risk**		
6.1	Copy of current insurance policies		
6.2	Current actuarial studies		
6.3	Currently valued loss runs going back 10 years		
6.4	Current annual payroll		
6.6	Loss runs for last 3 years		

Due Diligence List

Item No.	Subject Matter	Comments	Status
7	**Medical Staff**		
7.1	Bylaws, credentialing policy, and rules and regulations of medical staffs of each hospital		
7.2	List of all licensed physicians and other health care professionals who have clinical privileges at either facility and a description of the scope of such privileges, such individual's age, board certification (if any), credentials, and activity levels for credentialing purposes (*e.g.*, admissions, patient days, procedures) year-to-date and for the past three years		
7.3	List of officers and members of the committees of each medical staff		
8	**Compliance**		
8.1	Copy of Compliance Program and Policies and Procedures		
8.2	Copy of any reports submitted to OIG under Corporate Integrity Agreement		
8.3	Copy of any notices received from OIG		
9	**Third Party Reimbursement**		
9.1	Copies of any audits, reviews, or inspection reports by, or correspondence with, the government agencies that administer or operate the Medicare or Medicaid programs, including any Quality Improvement Organization (or peer review organization), intermediary, Medicare administrative contractor, carrier or other agent or contractor of such governmental agencies and requests from recovery audit contractors.		
9.2	Cost reports currently in compilation and cost reports for the completed fiscal years.		

Due Diligence List

Item No.	Subject Matter	Comments	Status
9.3	List, description, and all correspondence, including without limitation, subpoenas, relating to any alleged fraud and abuse claims (including Anti-Kickback Law, Stark Law, False Claims Act and any state law equivalents), condition of participation violations, EMTALA violations, sentinel events, or other actions, such as investigations, arising from Medicare and/or Medicaid reimbursement or participation in the Medicare and/or Medicaid programs during the last 3 years, and copies of correspondence with any federal or state governmental agency regarding same.		
9.4	List and description of all overpayments arising from Medicare and/or Medicaid reimbursement identified by any entity, and a description of the corrective action taken, including any repayment.		
9.5	Provide a description of any pending PRRB appeals.		
10	**IT**		
10.1	Provide the information systems strategic or other plan for each entity.		
10.2	Architecture diagram of all information systems, including everything in the vertical stack; *i.e.*, application software, hardware, OS, storage, server, vendor information.		
10.3	Description of major vendor relationships, obligations, and contracts. Provide a list of the vendors that provide IT or IT-related items and/or services. Include information about any primary platform or application vendors. Provide copies of contracts with vendors and include contractually agreed to		

Due Diligence List

Item No.	Subject Matter	Comments	Status
	Service-Level Agreements. Provide information regarding any specialized software agreements.		
10.4	Provide schedules for technology upgrades especially any assets held on lease.		
11	**Employment Matters**		
11.1	Provide a list of all employees of each entity, including each employee's name, location, date of hire, position, base salary, bonus eligibility, status (*e.g.*, part-time or full-time, active or inactive), bargaining unit and classification under applicable payment of wage laws (*e.g.*, exempt or non-exempt).		
11.2	List of all proceedings regarding employment practices, including unfair labor practice charges (including those filed with the EEOC and National Labor Relations Board), discrimination charges, and sexual harassment claims filed in the past 3 years. Provide copies of any correspondence with government entities or government attorneys regarding same.		
11.3	All personnel policies, manuals, handbooks or practices		
11.4	List of all employees on LOA.		
11.5	Copies of all collective bargaining agreements		
12	**Employee Benefit Plans**		
12.1	Group Health, Welfare, Severance, and Paid Time Off Benefits: - Provide a list of all plans, names of insurance company or third party administrators, and eligibility criteria - Summary plan descriptions and Summary Material Modifications, ERISA Plan Document, and Trust Agreements		

Due Diligence List

Item No.	Subject Matter	Comments	Status
	- Form 5500 for all plans, with all attachments for most recent 2-years. - Description of funding arrangement (*e.g.*, insured, minimum premium, self-funded), monthly rates, employee contribution schedules, and enrollment by plan and by tier of coverage (*e.g.*, single, family). Monthly premium statements may provide this information for fully insured plans. -Summary of all liabilities and reserves on the books for any plan (*e.g.*, self funded medical plan IBNR, post employment medical plan liability, PTO/Sick accrued liability) and any actuarial valuations related to these liabilities - List of all employees entitled to COBRA benefits - A list of any filed, pending, threatened or expected complaints, investigations, audits, lawsuit or claims (other than routine claims for benefits) under any employee benefit plan. -A copy of any IRS or DOL audit of any welfare plan (not to include any audit that took place as part of a Medicare Audit).		
12.2	Report of accrued paid time off by employee		
12.3	Report of accrued sick time by employee		
13	**Quality**		
13.1	Copies of quality data presented to the board and/or a quality committee of the board for the past 3 years.		
13.2	Most recent 3 years of measures for all quality measures tracked by any entity (*e.g.*, HEDIS, Leapfrog), which should, at a minimum include information regarding the following:		
13.3	Copies of all accreditation surveys for the last 3 years		

Due Diligence List

Item No.	Subject Matter	Comments	Status
13.4	Copies of all patient satisfaction data and reports for the last 3 years.		
14	**Litigation**		
14.1	List and description of all claims, litigation, arbitration, administrative or other proceedings or investigations currently pending or threatened, related to or expected to have an adverse effect on any Seller entity and/or its assets, stating the nature of the claim, the damages claimed, whether the claim is covered by insurance, and the opinion of counsel as to the probable outcome of such litigation.		
14.2	All correspondence during the last 4 years relating to any federal or state governmental investigations of any Seller entity.		
15	**Regulatory**		
15.1	Copies of licenses and permits used in operation of hospitals		
15.2	Copies of all statements of deficiencies (Form 2567) received by hospitals in last 12 months and accepted corrective action plans		
15.3	Copies of all reports submitted to Attorney General		
16	**Other**		
16.1	Opportunity to meet with union leaders		
16.2	Opportunity to meet with physician leadership at each facility		

Due Diligence List

Item No.	Subject Matter	Comments	Status
16.3	Opportunity to meet with key members of the management team at each facility		

Alecto
HEALTHCARE SERVICES LLC

August 31, 2018

Via E-Mail
Cain Brothers
601 California Street, Suite 1505
San Francisco, California 94108
Attn: Carsten Beith, Managing Director
Jim Moloney, Managing Director

Re: Verity Health Systems

Dear Mr. Beith and Mr. Moloney:

Alecto Healthcare Services LLC ("Alecto") is pleased to submit the following preliminary proposal to acquire substantially all of the assets of St. Francis Medical Center ("SFMC"), St. Vincent Medical Center ("SVMC" and together with SFMC, the "Acquired Hospitals"), and the real estate owned by Verity Holdings, LLC and any related or affiliated entities that is related to the operations of the Acquired Hospitals. We believe that a transaction with Alecto presents several unique benefits to Verity and each of the communities served by the Acquired Hospitals including the following:

(1) Alecto is in a unique position to ensure the future success of the hospitals it seeks to acquire because it can bring about change at the hospitals and forge new relationships with labor unions and other third parties;

(2) Alecto can navigate the Attorney General review process expeditiously having received approval from the Attorney General to manage and purchase St. Rose Hospital in Hayward, California; and

(3) Alecto's senior management team has unmatched experience in acquiring hospitals in California in an expedited and smooth manner and will bring this experience to this transaction so that the transaction can be consummated expeditiously and without unforeseen obstacles.

We believe that the benefits described above make Alecto the ideal candidate with which to pursue a transaction and have set forth the terms and conditions of Alecto's proposal in more detail below.

1. Transaction Structure

Alecto anticipates that the transaction would be structured as an asset purchase with Alecto's subsidiaries acquiring substantially all of the assets of the Acquired Hospitals and the hospital related real estate owned by Verity Holdings[1] and assuming the Acquired Hospital's liabilities for accrued payroll, accrued payroll taxes, and accrued paid time off (the "Accrued Payroll Liabilities"). The assets to be acquired would include the Acquired Hospitals' working capital assets other than cash. Except for the Accrued Payroll Liabilities and as otherwise agreed to by the parties, Alecto would not assume any liabilities as part of the transaction.

2. Purchase Price

Subject to the completion of due diligence, the purchase price to be paid by Alecto in cash at closing would be (a) $150 million minus (b) the amount of the Accrued Payroll Liabilities assumed by Alecto at closing minus (c) an agreed-upon holdback amount to address any potential Medicare and Medicaid liabilities not resolved by way of a settlement with the Center for Medicare and Medicaid Services ("CMS") and the State of California's Department of Health Care Services ("Medi-Cal") minus (d) any other purchase price adjustments agreed to by the parties. With respect to the holdback, Alecto anticipates that Sellers would negotiate a settlement with CMS and Medi-Cal that would address any cost report liabilities for cost report years for which an audit has been completed but that CMS and/or Medi-Cal will be unwilling to include cost report years for which an audit has not been completed in such a settlement. The holdback would be used to fund liabilities, if any, associated with these cost report years.

3. Financing

Alecto expects to finance this transaction with a combination of new and existing credit facilities and/or contributions from other capital partners. Alecto anticipates that this financing would be in place within sixty (60) days after execution of the definitive agreement and before the Attorney General has approved the transaction.

4. Treatment of Collective Bargaining Agreements

Alecto would hire substantially all of the employees of the Acquired Hospitals. Alecto shall comply with the applicable laws and bankruptcy court orders relating to collective bargaining agreements or labor contracts.

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[1] Subject to completion of due diligence, the hospital related real estate owned by Verity Holdings that would be acquired by Alecto would include the following real estate related to SFMC and SVMC identified on pages 114 and 115 of the CIM: Parking Lots at 3633 and 3621 Martin Luther King Jr. Boulevard, Ministry Services Building at 3663 Martin Luther King Jr. Boulevard, Five Unity Apartment Building at 3570 Brenton Avenue, St. Vincent Professional Office Building at 199 & 201 S. Alvarado Street, Mark Taper aka MTTC Building at 2200 W. 3rd Street, Seton Hall Convent/Guest Lodge at 262 & 272 S. Lake Street/2120 Valley, Ocean View Pavilion at 2222 Ocean View Avenue, and the vacant land at 143 S. Alvarado and 171 S. Alvarado.

5. Treatment of Post-Retirement Obligations

Alecto would not assume any of Verity's (or the Acquired Hospitals') post-retirement obligations. Rather, Alecto will offer a 401(k) plan for the hired/retained employees with an employer match.

6. Required Approvals

The execution of the definitive agreement and the closing of the transaction are subject to the approval of Alecto's Board of Managers, which consists of Lex Reddy, Roger Krissman, and Michael Sarrao, and Alecto's members, all of whom will be involved in the transaction. There will be no delays in obtaining such approvals.

7. Due Diligence

Alecto anticipates that the following work will need to be completed prior to the execution of a definitive asset purchase agreement:

(a) Development of a plan for the disengagement of SFMC and SVMC from Verity's systems (including information systems) and the drafting and negotiation of a transition services agreement;

(b) Further review of real property matters including updated title reports/commitments and environmental reports;

(c) Negotiation of a form of Sale Order and Bidding Procedures;

(d) Review of SFMC's and SVMC's cost reports and evaluation of potential liabilities for cost report years that have not been subject to an audit; and

(e) Preparation and review of schedules to the Asset Purchase Agreement.

8. Contingencies/Conditions to Closing

Consummation of the transactions contemplated by this proposal will be subject to the following conditions:

(a) Approval by all necessary federal, state, and other regulatory agencies, without imposition of materially burdensome conditions on the parties;

(b) Approval by the Attorney General for the State of California on terms and conditions and in form and acceptable to Alecto in Alecto's sole and absolute discretion;

(c) Approval by the Bankruptcy Court of the transactions contemplated herein and the issuance of a Sale Order that meets the conditions set forth in the marked-up Asset Purchase Agreement;

(d) SFMC and SVMC entering into a settlement agreement with CMS and Medi-Cal that resolves any liability for prior cost report years and allows for the assignment of the applicable provider agreements to Alecto or its subsidiaries;

(e) Obtaining third party consents to the assignment of certain specified material contracts and leases without imposition of materially burdensome conditions on the parties;

(f) Execution of a transition services agreement which provides Alecto and the Acquired Hospitals with access to certain services (including information systems) currently provided at the Verity level; and

(g) Other customary warranties, representations, conditions, covenants and agreements for a transaction of this type including those set forth in the marked-up Asset Purchase Agreement.

9. Closing Date and Remaining Milestones

Subject to the time limitations imposed by the Attorney General review and process and any Bankruptcy Court notice requirements, Alecto anticipates that the transactions contemplated by this proposal would close on or before December 31, 2018. In our view, the remaining milestones to closing are:

(a) Execution of definitive agreements;

(b) Reaching agreements with CMS and Medi-Cal regarding assignment of provider agreements and resolution of cost report liabilities;

(c) Approval from the California Attorney General;

(d) Approval from licensing authorities;

(e) FTC notification and approval; and

(f) Bankruptcy Court approval and entry of a sale order.

10. Key Contact Information.

All inquiries related to this proposal should be made to the following individuals:

Lex Reddy
Chief Executive Officer
lexreddy@alectohealthcare.com
(760) 963-5255

Michael Sarrao
Executive Vice-President & General Counsel
msarrao@sarraolaw.com
(949) 398-8358 (Office)
(949) 689-2243 (Cell)

We are excited about this opportunity to acquire SFMC and SVMC and believe such a transaction will be beneficial to all parties. Please let us know when we can meet with you and Verity to discuss our proposal and this transaction. In the meantime, please call me at (949) 398-8358 (Office) or (949) 689-2243 (Cell) with any questions.

Sincerely,

Michael J. Sarrao
Executive Vice-President & General Counsel

Enclosure
cc: Lex Reddy, President & Chief Executive Officer, Alecto Healthcare Services
Roger Krissman, Chief Financial Officer, Alecto Healthcare Services
Steven Kay, Esq., Kay & Merkle

ASSET PURCHASE AGREEMENT

By and Among

ST. FRANCIS MEDICAL CENTER, ST. VINCENT MEDICAL CENTER, AND VERITY HOLDINGS, LLC

AS THE SELLERS

and

ALECTO HEALTHCARE SERVICES LLC

AS PURCHASER

Dated _____, 2018

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "**Agreement**") is made and entered into as of the __ day of _____, 2018 (the "**Signing Date**") by and among ~~_____~~,St. Francis Medical Center, a California nonprofit corporation ~~("[HOSPITAL 1 NAME]")~~, _____,("**SFMC**"), St. Vincent Medical Center, a California nonprofit corporation ~~("[HOSPITAL 2 NAME]"~~("**SVMC**"), and Verity Holdings, LLC, a California limited liability company ("**Verity Holdings**" and together with ~~[HOSPITAL 1 NAME]~~SFMC and SVMC, each individually a "**Seller**" and collectively the "**Sellers**") and _____, ~~a~~ _____Alecto Healthcare Services LLC ("**Purchaser**").

RECITALS:

A. ~~[HOSPITAL 1 NAME]~~SFMC engages in the business of the operation of the hospital known as _____,St. Francis Medical Center, a hospital owned and operated by ~~[HOSPITAL 1 NAME]~~SFMC and located at _____,3630 E. Imperial Highway, Lynwood, California 90262, including the hospital pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics owned or operated by ~~[HOSPITAL 1 NAME]~~SFMC (collectively, the ~~"[HOSPITAL 1 NAME]~~"**SFMC Hospital**").

B. ~~[HOSPITAL 2 NAME]~~SVMC engages in the business of the operation of the hospital known as _____,St. Vincent Medical Center, a hospital owned and operated by ~~[HOSPITAL 2 NAME]~~SVMC and located at _____,2131 W. 3rd Street, Los Angeles, California 90057, including the hospital pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics owned or operated by ~~[HOSPITAL 2 NAME]~~SVMC (collectively, the ~~"[HOSPITAL 2 NAME]~~"**SVMC Hospital**" and, together with the ~~[HOSPITAL 1 NAME]~~SFMC Hospital, the "~~Hospital~~**Hospitals**").

C. Verity Holdings owns and operates real property located at or adjacent to SFMC Hospital and SVMC Hospital as more particularly described on **Schedule C-1** (the "**Verity Real Estate**").

~~C.~~D. Purchaser desires to purchase from Sellers, and Sellers desire to sell to Purchaser, all of the assets ~~described in Section 1.7 below (the "Assets")~~ owned by Sellers ~~and used with respect to the operation of their respective Hospitals~~,except for the Excluded Assets (as defined below) (the "**Assets**"), for the consideration and upon the terms and conditions contained in this Agreement.

~~D.~~E. ~~Sellers~~SFMC and SVMC have filed ~~or intend to file~~ a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") with the United States Bankruptcy Court for the Central District of California, Los Angeles Division (the "**Bankruptcy Court**"), commencing Case No. _____, jointly administered or to be jointly administered with their affiliates, and the Bankruptcy Court entered or is expected to enter an order approving procedures in connection with the sale of the ~~Sellers'~~SFMC's and

SVMC's Assets, Docket No. _____, which requests that the Bankruptcy Court enter a "**Sale Order**" following an auction and selection of a successful bidder.[1]

~~E.~~F. The parties intend to effectuate the transactions contemplated by this Agreement through a sale of the Assets approved by the Bankruptcy Court pursuant to Section 363 of Chapter 11 of Title 11 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained in this Agreement, and for their mutual reliance and incorporating into this Agreement the above recitals, the parties hereto agree as follows:

ARTICLE 1

SALE AND TRANSFER OF ASSETS; CONSIDERATION; CLOSING

1.1 Purchase Price. ~~Subject to the terms and conditions of this Agreement, the purchase price ("**Purchase Price**") shall consist of the following:~~Subject to the terms and conditions of this Agreement, the aggregate purchase price to be paid by Purchaser to Sellers for the purchase of the assets shall be (a) One Hundred Fifty Million Dollars ($150,000,000) *minus* (b) an amount equal to the accrued payroll, accrued payroll taxes, and accrued paid time off assumed by Purchaser at Closing (the "**Assumed Payroll Liabilities**") *minus* (c) _____ ($_____) which shall be held back and disbursed pursuant to the provisions of Section 1.13 of this Agreement (the sum of (a), (b) and (c) being referred to for the purposes of this Agreement as the "**Cash Purchase Price.**"). The Cash Purchase Price shall be allocated among and paid to SFMC, SVMC, and Verity Holdings in accordance with **Schedule 1.1**.

~~(a) Cash payment to Sellers (the "**Cash Consideration**") of _____ ($_____), which shall be payable _____ ($_____) to [HOSPITAL 1 NAME] and _____ ($_____) to [HOSPITAL 2 NAME]; and~~

~~(b) Payment of Cure Costs (defined below) associated with any Assumed Leases and/ or Assumed~~ Good Faith ~~Contracts.~~

1.2 Deposit. Purchaser has ~~made a good faith deposit in the amount of _____ ($_____) (the "**Deposit**")~~delivered to First American Title Insurance Company (the "**Title Company**"), by wire ~~transfers to an account designated by Sellers. Purchaser has agreed to increase the Deposit by $_____,~~transfer of immediately available funds, for ~~a total deposit of $_____ upon entry of an order approving this transaction.~~earnest money, _____ ($_____) (the "**Good Faith Deposit**"). The Title Company shall hold the Good Faith Deposit pursuant to the terms of the Good Faith Deposit Agreement attached as **Exhibit 1.2** which Sellers, Purchaser, and the Title Company have executed. The Good Faith Deposit shall be ~~non~~-refundable ~~in all events~~to Purchaser regardless of the termination of this Agreement pursuant to Section 9, except that Sellers shall be entitled to the Good Faith Deposit in the event ~~the Closing does not occur due to (i)~~ Sellers

[1] NTD: Need to discuss Bid Procedures and Break-Up Fee.

~~accepting the bid of a rival bidder or (ii) Sellers materially breaching their obligations under~~terminate this Agreement~~. Upon Closing, the Deposit will~~ pursuant to the terms set forth in Section 9.1(b). In the event the Closing occurs, the Good Faith Deposit shall be ~~credited~~applied as a credit against the Purchase Price, payable at Closing pursuant to Section 1.5.1.

1.3 Closing Date. The consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at _____ local time at the offices of Dentons US LLP, 601 South Figueroa St., Suite 2500, Los Angeles, CA 90017-5704 (the day on which Closing actually occurs, the "**Closing Date**") within five (5) business days following the satisfaction or waiver of the conditions set forth in ARTICLE 7 and ARTICLE 8, other than those conditions that by their nature are to be satisfied at Closing but subject to fulfillment or waiver of those conditions. The Closing shall be deemed to occur and to be effective as of 12:~~00~~01 a.m. Pacific time on the day ~~immediately after~~of the Closing Date (the "**Effective Time**").

1.4 Items to be Delivered by Sellers at Closing. At or before the Closing, Sellers shall deliver, or cause to be delivered, to Purchaser the following:

1.4.1 a Bill of Sale substantially in the form of **Exhibit 1.4.1** attached hereto ~~(the "**Bill of Sale**"), duly executed by each Seller;~~, duly executed by each Seller, as applicable, conveying to Purchaser good and valid title to the Assets (other than the Owned Real Property), free and clear of all encumbrances other than the Permitted Exceptions (the "**Bills of Sale**");

1.4.2 Real Estate Assignment and Assumption Agreements (the "**Real Estate Assignments**") in the form of **Exhibit 1.4.2** attached hereto with respect to (i) the Leased Real Property, and (ii) the Tenant Leases, each duly executed by each Seller;

1.4.3 ~~a Quitclaim~~ Deed ~~(the "**Deed**")~~(s) duly executed by each applicable Seller Party, as applicable, in the form of **Exhibit ~~1.4.2~~** ~~attached hereto with respect~~**1.4.3** conveying to Purchaser fee simple title to the real property listed in Schedule 1.4.3 (the "**Owned Real Property**~~") duly executed by each Seller;~~"), free and clear of all encumbrances other than the Permitted Exceptions (the "**Deeds**");

1.4.4 an Assumption Agreement (the "**Assumption Agreement**") in the form of **Exhibit ~~1.4.2~~1.4.4** attached hereto with respect to the Assumed Liabilities duly executed by each Seller;

1.4.5 Certificates in the form of **Exhibit 1.4.5**, executed by each applicable Seller, stating, under the penalty of perjury, that as of the Closing Date, it is not a "foreign person" for the purposes of Section 1445 of the Code, and that as of the Closing Date withholding of tax will not be required in connection with the contemplated transfer of the Real Property by the applicable Seller Party to Purchaser;

1.4.6 Limited Powers of Attorney for use of DEA and Other Registration Numbers, and DEA Order Forms, in the form of **Exhibit 1.4.6** attached hereto duly executed by SFMC and SVMC (the "**Powers of Attorney**");

1.4.7 Owner's Title Affidavits or any other documents reasonably requested by a title company in order to issue an Owner's Title Policy in the name of Purchaser at Closing;

1.4.8 A Transition Services Agreement, in the form of **Exhibit 1.4.7**, duly executed by those affiliates of Sellers that are parties to the Transition Services Agreement (the "**Transition Services Agreement**");

~~1.4.5~~1.4.9 favorable original certificates of good standing, of each Seller, issued by the State of California, dated no earlier than a date which is fifteen (15) calendar days prior to the Closing Date;

~~1.4.6~~1.4.10 a duly executed certificate of an officer of each Seller certifying to Purchaser (i) the incumbency of the officers of such Seller on the Signing Date and on the Closing Date and bearing the authentic signatures of all such officers who shall execute this Agreement and any additional documents contemplated by this Agreement ~~and~~; (ii) the due adoption and text of the resolutions or consents of the Board of Directors of such Seller authorizing (I) the transfer of the Assets and transfer of the Assumed Obligations by such Seller to Purchaser and (II) the due execution, delivery and performance of this Agreement and all additional documents contemplated by this Agreement, and that such resolutions have not been amended or rescinded and remain in full force and effect on the Closing Date; and (iii) that each representation and warranty of such Seller is true and correct as of the Closing Date, and that each and all of the terms, covenants, and conditions to be complied with or performed by such Seller on or before the Closing Date have been complied with and performed or waived;

1.4.11 a certified copy of the Sale Order (as defined below);

~~1.4.7~~1.4.12 a fully executed copy of the CMS Settlement Agreement (as defined below) and the Medi-Cal Settlement Agreement (as defined below); and

~~1.4.8~~1.4.13 Any such other instruments, certificates, consents or other documents which Purchaser and Sellers mutually deem reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof.

1.5 Items to be Delivered by Purchaser at Closing. At or before the Closing, Purchaser shall deliver or cause to be delivered to Sellers the following:

1.5.1 payment of the Cash ~~Consideration~~Purchase Price subject to credits or plus payment to Sellers of all amounts as provided under Section 1.6;

~~(1) evidence of payment of all Cure Costs required hereunder to be paid by Purchaser;~~

1.5.2 a duly executed certificate of the Secretary of Purchaser certifying to Sellers (~~a~~i) the incumbency of the officers of Purchaser on the Signing Date and on the Closing Date and bearing the authentic signatures of all such officers who shall execute this Agreement and any additional documents contemplated by this Agreement ~~and (b~~; (ii) the due adoption and text of the resolutions of the Board of Directors of Purchaser authorizing the execution, delivery and performance of this Agreement and all additional documents contemplated by this Agreement, and that such resolutions have not been amended or rescinded and remain in full force and effect on the Closing Date; and (iii) that each representation and warranty of Purchaser is true and correct as of the Closing Date, and that each and all of the terms, covenants, and conditions to be complied

with or performed by Purchaser on or before the Closing Date have been complied with and performed or waived;

1.5.3 favorable original certificate of good standing, of Purchaser, issued by the California Secretary of State dated no earlier than a date which is fifteen (15) calendar days prior to the Closing Date;

1.5.4 the Bill of Sale, duly executed by Purchaser;

1.5.5 the Real Estate Assignment(s), duly executed by Purchaser;

1.5.6 the Assumption Agreement, duly executed by Purchaser; ~~and~~

1.5.7 the Powers of Attorney duly executed by Purchaser;

1.5.8 the Transition Services Agreement duly executed by Purchaser; and

~~1.5.7~~1.5.9 any such other instruments, certificates, consents or other documents which Purchaser and Sellers mutually deem reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof.

1.6 Prorations and Utilities. All items of income and expense listed below with respect to the Assets shall be prorated in accordance with the principles and the rules for the specific items set forth hereafter:

1.6.1 All transfer, conveyance, sales, use, stamp, similar state and local taxes arising from the sale of the Assets hereunder shall be the responsibility of, and allocated to, ~~Purchaser~~Sellers.

1.6.2 Other than the Utility Deposits (defined below), which are governed by Section 1.8(k)~~, and other than with respect to Cure Costs payable by Purchaser,~~, the following costs and expenses shall be prorated based upon the payment period (*i.e.*, calendar or other tax fiscal year) to which the same are attributable: all real estate and personal property lease payments, real estate and personal property taxes, real estate assessments and other similar charges against real estate, and power and utility charges (collectively, the "**Prorated Charges**") on the Assets. Each Seller shall pay its respective portion at or prior to the Closing (or Purchaser shall receive credit for) of any unpaid Prorated Charges attributable to periods or portions thereof occurring prior to the Effective Time, and Purchaser shall assume as an Assumed Liability or, to the extent previously paid by either Seller, pay to such Seller at the Closing all Prorated Charges attributable to periods or portions thereof occurring from and after the Effective Time. In the event that as of the Closing Date the actual tax bills for the tax year or years in question are not available and the amount of taxes to be prorated as aforesaid cannot be ascertained, then rates, millages and assessed valuation of the previous year, with known changes, shall be used. The parties agree that if the real estate and personal property tax prorations are made based upon the taxes for the preceding tax period, the prorations shall be re-prorated after the Closing. As to power and utility charges, "final readings" as of the Closing Date shall be ordered from the utilities; the cost of obtaining such "final readings," if any, shall be paid by Purchaser.

1.6.3 Sellers shall be entitled to all rents and other payments under Tenant Leases accruing for the period prior to the Effective Time ("**Pre Effective Time Lease Amounts**"), and Purchaser shall be entitled to all rents and other payments under tenant leases accruing for the period after the Effective Time ("**Post Effective Time Lease Amounts**" and together with the Pre Effective Time Lease Amounts, the "**Lease Amounts**"). All Lease Amounts that are collected prior to the Closing shall be prorated as of the Closing in accordance with the immediately preceding sentence. All Lease Amounts that are accrued but unpaid as of the Closing (including, without limitation, rents and other payments accrued prior to the Closing but payable in arrears after the Closing) (collectively, the "**Unpaid Amounts**") shall belong to Sellers, and Purchaser shall, upon receipt of said rents and other payments, receive the same in trust for Sellers and shall promptly remit any of such amounts to the applicable Seller within ten (10) days after Purchaser's receipt of same.

1.6.4 All prorations and payments to be made under the foregoing provisions shall be agreed upon by Purchaser and Sellers prior to the Closing and shall be binding upon the parties; provided, however, with respect to the Unpaid Amounts, in the event any proration, apportionment or computation shall prove to be incorrect for any reason, then either the applicable Seller or Purchaser shall be entitled to an adjustment to correct the same, provided that said party makes written demand on the party from whom it is entitled to such adjustment within thirty (30) calendar days after the erroneous payment or computation was made, or such later time as may be required, in the exercise of due diligence, to obtain the necessary information for proration. This Section 1.6 shall survive Closing.

1.7 Transfer of Assets of Sellers. On the Closing Date and subject to the terms and conditions of this Agreement, each Seller shall sell, assign, transfer, convey and deliver to Purchaser, free and clear of all liens and encumbrances other than the Permitted Exceptions (defined below), and Purchaser shall acquire, all of each ~~Seller's~~Sellers' right, title and interest in and to ~~only the following~~ all of each Seller's assets ~~and properties, as such assets shall exist~~existing on the Closing Date~~, with respect to the operation of the respective Hospital of such Seller~~, to the extent not included among the Excluded Assets, such transfer being deemed to be effective at the Effective Time (collectively, the "Assets") including, without limitation, the following:

(a) all of the tangible personal property owned by such Seller ~~and used by such Seller in the operation of the Hospital of such Seller,~~ including equipment, furniture, machinery, vehicles and office furnishings (the "**Personal Property**");

(b) all of such Seller's rights, to the extent assignable or transferable, to all licenses, provider numbers, permits, approvals, certificates of exemption, franchises, accreditations and registrations and other governmental licenses, permits or approvals issued to such Seller ~~for use in the operation of the Hospital of such Seller~~ (the "**Licenses**"), including, without limitation, the Licenses and Medicare Provider Numbers set forth on **Schedule 1.7(b)**;

(c) all of ~~such Seller's interest in and to~~ the Owned Real Property ~~and~~, together with all buildings, improvements and fixtures located thereupon, including, without limitation, all buildings and other improvements then under construction;

(d) all of such Seller's interest, to the extent assignable or ~~transferable~~transferrable, in and to all ~~of the following~~leases that have been designated by Purchaser as a lease to be assumed pursuant to Section 1.11 (the "**Assumed Leases**~~"): personal property leases with respect to the operation of the Hospital of such Seller, the real property leases for all real property leased by such Seller and set forth on **Schedule 1.7(e)(ii)** (the "**Leased Real Property**"), and~~ ");

~~(e)~~(e) all of such Seller's interest, to the extent assignable or transferrable, in and to all the real property leased or subleased by such Seller to a third party and set forth on **Schedule 0** (the "**Tenant Leases**~~");~~")

~~(d)~~(f) all of such Seller's interest, to the extent assignable or transferable, in and to all contracts and agreements (including, but not limited to, purchase orders) ~~with respect to the operation of the Hospital of such Seller~~ that have been designated by Purchaser as a contract to be assumed pursuant to Section 1.11 (the "**Assumed Contracts**");

~~(e)~~(g) all claims, rights, interests and proceeds (whether received in cash or by credit to amounts otherwise due to a third party) with respect to amounts overpaid by such Seller to any third party with respect to periods prior to the Effective Time (e.g. such overpaid amounts may be determined by billing audits undertaken by such Seller or such Seller's consultants), except with respect to any causes of action or proceeds thereof arising under Chapter 5 of the Bankruptcy Code other than with respect to Assumed Contracts and Assumed Leases;

~~(f)~~(h) to the extent assignable or transferable, all inventories of supplies, drugs, food, janitorial and office supplies and other disposables and consumables ~~(i) located at the Hospital of such Seller or (ii) used in the operation of the Hospital of such~~of each Seller (the "**Inventory**") except as set forth in Section 1.8(e);

~~(g)~~(i) other than Utility Deposits, all prepaid rentals, deposits, prepayments and similar amounts relating to the Assumed Contracts and/or the Assumed Leases~~, which were made with respect to the operation of the Hospital of such Seller~~ (the "**Prepaids**");

~~(h)~~(j) to the extent assignable or transferrable, all ~~of the following that are not proprietary to such Seller and/or owned by or proprietary to such Seller's affiliates:~~ operating manuals, files and computer software with respect to the operation of the Hospital of such Seller, including, without limitation, all patient records, medical records, employee records, financial records, equipment records, construction plans and specifications, and medical and administrative libraries; *provided, however*, that any patient records and medical records which are not required by law to be maintained by such Seller as of the Effective Time shall be an Excluded Asset;

~~(i)~~(k) to the extent assignable or transferable, all rights in all warranties of any manufacturer or vendor in connection with the Personal Property;

~~(j)~~(l) the right to use the names "~~_____~~" ~~and~~ "~~_____~~";"St. Francis Medical Center", "St. Vincent Medical Center", and "[DISCUSS OTHER NAMES OF PROGRAMS, CENTERS, ETC]";

~~(k)~~(m) all goodwill ~~of the Hospital~~ of such Seller evidenced by the Assets;

~~(l)~~(n) to the extent transferable or assignable, such Seller's right or interest in the telephone and facsimile numbers used with respect to the operation of the Hospital of such Seller;

~~(m)~~(o) to the extent assignable or transferable, such Seller's Medicare and Medicaid provider numbers and lock box account(s) subject to approval by the appropriate governmental and regulatory agencies~~; and~~ and the CMS Settlement Agreement and the Medi-Cal Settlement Agreement;

(p) all accounts and interest thereupon, notes and interest thereupon and other receivables of such Seller, including, without limitation, accounts, notes or other amounts receivable, and all claims, rights, interests and proceeds related thereto, including all accounts and other receivables, disproportionate share payments and Seller Cost Report settlements related thereto, in each case arising from the rendering of services or provision of goods, products or supplies to inpatients and outpatients at the Hospital of such Seller, billed and unbilled, recorded and unrecorded, for services, goods, products and supplies provided by such Seller prior to the Effective Time whether payable by Medicare, Medicaid, or any other payor (including an insurance company), or any health care provider or network (such as a health maintenance organization, preferred provider organization or any other managed care program) or any fiscal intermediary of the foregoing, private pay patients, private insurance or by any other source (collectively, "Accounts Receivable");

(q) all documents, records, correspondence, work papers and other documents, other than patient records, primarily relating to the Accounts Receivable (the "Receivable Records");

(r) all rights, claims and causes of action of such Seller to the extent related to and/or to the extent arising out of the Accounts Receivable and rights to settlements and retroactive adjustments, if any, whether arising under a Seller Cost Report or otherwise, for any reporting periods ending on or prior to the Effective Time, whether open or closed, arising from or against the United States government under the terms of the Medicare program or TRICARE (formerly the Civilian Health and Medical Program of the Uniformed Services); and (ii) causes of action under Sections 544, 547, 548, and 550 of the Bankruptcy Code against the counterparties to the Assumed Contracts and Assumed Leases listed on Schedule 1.8(aa);

(s) all Hospital Care Assurance Program ("HCAP") payments and payments from the State of California or any of its administrative entities or other entitles to support the Hospitals (together with Medicare and California Medicaid supplemental payments, the "Supplemental Payments") received on and after the Effective Time regardless of the state fiscal year for which the Supplemental Payments are made in reference to and regardless of the state fiscal year for which the data was derived to calculate eligibility for such payments;

(t) all Disproportionate Share Hospital Payments ("DSH") and all Quality Assurance Fees ("QAF") attributable to the Hospitals received on and after the Effective Time regardless of the state fiscal year for which the Supplemental Payments regardless of the state fiscal year or cycle for which the QAF are made in reference to and regardless of the state fiscal year or cycle for which the data was derived to calculate eligibility for such payments;

~~(n)~~(u) except for the Excluded Assets, to the extent assignable or transferable, any other assets owned by such Seller (which are not otherwise specifically described above in this Section 1.7~~) that are used in the operation of the Hospital of such Seller.~~).

As used herein, the term "**Permitted Exceptions**" means (i) ~~the Assumed Obligations; (ii) liens for~~current real estate taxes not yet due and payable~~(iii)~~; and (ii) the permitted title exceptions, such as easements~~,~~ and rights of way, ~~zoning ordinances and other similar encumbrances affecting real property; and (iv) other imperfections of title or encumbrances, if any, which are not monetary~~as listed in ~~nature and that are not, individually or in~~ **Schedule 1.7(x)** (the ~~aggregate, material to the business of the Hospital.~~"*Permitted Exceptions*").

1.8 Excluded Assets. Notwithstanding anything to the contrary in Section 1.7, each Seller shall retain all interests, rights and other assets owned directly or indirectly by it (or any of such Seller's affiliates) which are not among the Assets, including, without limitation, the following interests, rights and other assets of such Seller (collectively, the "**Excluded Assets**"):

(a) cash, cash equivalents and short-term investments;

(b) all Seller Plans (defined below) and the assets of all Seller Plans and any asset that would revert to the employer upon the termination of any Seller Plan, including, without limitation, any assets representing a surplus or overfunding of any Seller Plan;

(c) all contracts that are not Assumed Contracts;

(d) all leases that are not Assumed Leases;

(e) the portions of Inventory, Prepaids, and other assets disposed of, expended or canceled, as the case may be, by such Seller after the Signing Date and prior to the Effective Time in the ordinary course of business;

(f) assets owned and provided by vendors of services or goods to the Hospital of such Seller;

(g) all of such Seller's organizational or corporate record books, minute books and tax records;

(h) all of Verity Holdings' assets other than the Verity Real Estate and the Accounts Receivable related to the Verity Real Estate;

~~(h)~~(i) all claims, counterclaims and causes of action of such Seller or such Seller's bankruptcy estate (including parties acting for or on behalf of such Seller's bankruptcy estate, including, but not limited to, the official committee of unsecured creditors appointed in the Bankruptcy Case) not specifically set forth in Section 1.7(i) hereof, including, without limitation, causes of action arising out of any claims and causes of action under chapter 5 of the Bankruptcy Code and any related claims, counterclaims and causes of action under applicable non-bankruptcy law, and any rights to challenge liens asserted against property of such Seller's bankruptcy estate, including, but not limited to, liens attaching to the Purchase Price paid to such Seller, and the proceeds from any of the foregoing; provided, however that Purchaser shall acquire and be deemed

to release and waive as of the Effective Time causes of action under Sections 544, 547, 548, and 550 of the Bankruptcy Code against counterparties to executory contracts and unexpired leases being assumed by a Seller and assigned to Purchaser;

~~(i)~~(j) all insurance policies and contracts and coverages obtained by such Seller or listing such Seller as insured party, a beneficiary or loss payee, including prepaid insurance premiums, and all rights to insurance proceeds under any of the foregoing, and all subrogation proceeds related to any insurance benefits arising from or relating to Assets prior to the Closing Date;

~~(j)~~(k) all deposits made with any entity that provides utilities to the ~~Hospital~~Hospitals (the "**Utility Deposits**");

~~(k)~~(l) all rents, deposits, prepayments, and similar amounts relating to any contract or lease that is not an Assumed Contract or Assumed Lease;

~~(l)~~(m) all unclaimed property of any third party as of the Effective Time, including, without limitation, property which is subject to applicable escheat laws;

~~(m)~~(n) all bank accounts of such Seller;

~~(n)~~(o) all writings and other items that are protected from discovery by the attorney-client privilege, the attorney work product doctrine or any other cognizable privilege or protection except to the extent that such writings or items are necessary to defendant against matters related to the Assumed Liabilities;

~~(o)~~(p) the rights of such Seller to receive mail and other communications with respect to Excluded Assets or Excluded Liabilities;

~~(p)~~(q) all director and officer insurance;

~~(q)~~(r) all tax refunds of such Seller;

~~(r)~~(s) all documents, records, operating manuals and film pertaining to the Hospital that the parties agree that such Seller is required by law to retain;

~~(s)~~(t) all patient records and medical records which are not required by law to be maintained by such Seller as of the Effective Time;

~~(t)~~(u) all documents, records, correspondence, work papers and other patient records that may not be transferred under applicable law, and any other documents, records, or correspondence (including with respect to any employees) that may not be transferred under applicable law;

~~(u)~~(v) any rights or documents relating to any Excluded Liability or other Excluded Asset;

~~(v)~~(w) any rights or remedies provided to such Seller under this Agreement and each other document executed in connection with the Closing;

~~(w)~~(x) any (i) personnel files for employees of such Seller who are not hired by Purchaser; (ii) other books and records that such Seller is required by Law to retain; provided, however, that except as prohibited by Law and subject to Article 5, Purchaser shall have the right to make copies of any portions of such retained books and records that relate to the business of the Hospital as conducted before the Closing or that relate to any of the Assets; (iii) documents which such Seller is not permitted to transfer pursuant to any contractual obligation owed to any third party[2]; (iv) documents primarily related to any Excluded Assets; and (v) documents necessary to prepare tax returns (Purchaser shall be entitled to a copy of such documents). With respect to documents necessary to prepare cost reports, Purchaser shall receive the original document and such Seller shall be entitled to retain a copy of such documents for any period ending on or prior to the Closing Date;

~~(x)~~(y) all deposits or other prepaid charges and expenses paid in connection with or relating to any other Excluded Assets; and

~~(y)(a) all accounts and interest thereupon, notes and interest thereupon and other receivables of such Seller, including, without limitation, accounts, notes or other amounts receivable, and all claims, rights, interests and proceeds related thereto, including all accounts and other receivables, disproportionate share payments and Seller Cost Report settlements related thereto, in each case arising from the rendering of services or provision of goods, products or supplies to inpatients and outpatients at the Hospital of such Seller, billed and unbilled, recorded and unrecorded, for services, goods, products and supplies provided by such Seller prior to the Effective Time whether payable by Medicare, Medicaid, or any other payor (including an insurance company), or any health care provider or network (such as a health maintenance organization, preferred provider organization or any other managed care program) or any fiscal intermediary of the foregoing, private pay patients, private insurance or by any other source (collectively, "Accounts Receivable");~~

~~(z)(a) all documents, records, correspondence, work papers and other documents, other than patient records, primarily relating to the Accounts Receivable (the "Receivable Records");~~

~~(aa)(a) (i) all rights, claims and causes of action of such Seller to the extent related to and/or to the extent arising out of the Accounts Receivable and rights to settlements and retroactive adjustments, if any, whether arising under a Seller Cost Report or otherwise, for any reporting periods ending on or prior to the Effective Time, whether open or closed, arising from or against the United States government under the terms of the Medicare program or TRICARE (formerly the Civilian Health and Medical Program of the Uniformed Services); and (ii) causes of action under Sections 544, 547, 548, and 550 of the Bankruptcy Code against the counterparties to the Assumed Contracts and Assumed Leases listed on Schedule 1.8(aa);~~

[2] NTD: What is contemplated by subsection (iii)?

~~(bb) all Hospital Care Assurance Program ("HCAP") payments and payments from the State of California or any of its administrative entities or other entitles to support the Hospital (together with Medicare and California Medicaid supplemental payments, the "Supplemental Payments") received on and after the Effective Time regardless of the state fiscal year for which the Supplemental Payments are made in reference to and regardless of the state fiscal year for which the data was derived to calculate eligibility for such payments;~~

~~(cc) all Disproportionate Share Hospital Payments ("DSH") and all Quality Assurance Fees ("QAF") to be paid for periods prior to the Effective Time; and~~

~~(dd)~~(z) any assets identified in **Schedule 1.8(dd)**.

For the avoidance of doubt, except for the Verity Real Estate and assets related thereto, Purchaser is not acquiring any asset owned by any affiliate of Sellers, including Verity Health System of California, Inc.

1.9 Assumed Obligations. On the Closing Date, each Seller shall assign, and Purchaser shall assume and agrees to discharge, perform and satisfy fully, on and after the Effective Time, the following liabilities and obligations of such Seller and only the following liabilities and obligations (collectively, the "**Assumed Obligations**"):

(a) the Assumed Contracts and all liabilities of such Seller under the Assumed Contracts~~, including related Cure Costs~~ with respect to events or periods on or after the Effective Time;

(b) the Assumed Leases and all liabilities of such Seller under the Assumed Leases~~, including related Cure Costs~~ with respect to events or periods on or after the Effective Time;

(c) all liabilities and obligations arising out of or relating to any act, omission, event or occurrence connected with the use, ownership or operation by Purchaser of the ~~Hospital~~Hospitals or any of the Assets on or after the Effective Time;

~~(d) all accrued paid time off pay;~~

~~(e) all liabilities and obligations of such Seller related to the Hired Employees arising on or following the Effective Time;~~

(d) all Accrued Payroll Liabilities for which Purchaser received a credit against the Cash Purchase Price under Section 1.1;

~~(f)~~(e) all unpaid real and personal property taxes, if any, that are attributable to the Assets after the Effective Time, subject to the prorations provided in Section 1.6;

~~(g)~~(f) all liabilities and obligations relating to utilities being furnished to the Assets after the Effective Time, subject to the prorations provided in Section 1.6;

~~(h) any documentary, sales and transfer tax liabilities of such Seller incurred as a result of the consummation of the transaction contemplated by this Agreement;~~

~~(i) any and all liabilities and obligations arising under the law or bankruptcy court order(s) relating to any collective bargaining agreement or other contract with any labor union or labor relations entity applicable to and/or covering employees of the Hospital;~~

~~(j)~~(g) all liabilities or obligations provided for in Section 5.3;

~~(k)~~(h) any other obligations and liabilities identified in **Schedule 1.9(k)**.

1.10 Excluded Liabilities. Purchaser shall not assume or become responsible for any duties, obligations or liabilities of ~~either~~any Seller that are not expressly assumed by Purchaser pursuant to the terms of this Agreement, the Bill of Sale, the Assumption Agreement or the Real Estate Assignment(s) (the "**Excluded Liabilities**"), and each Seller shall remain fully and solely responsible for all of such Seller's debts, liabilities, contract obligations, expenses, obligations and claims of any nature whatsoever related to the Assets or the Hospital unless expressly assumed by Purchaser under this Agreement, in the Bill of Sale, the Assumption Agreement or in the Real Estate Assignment(s).

1.11 Designation of Assumed Contracts and Assumed Leases.

(a) ~~Except as provided in Section 1.11(b), all~~All contracts and leases will be subject to evaluation by Purchaser for assumption or rejection (collectively "**Evaluated Contracts**"). Not later than ten (10) days after entry of the Sale Order (i) Purchaser shall notify each Seller in writing of which Evaluated Contracts are to be assumed by such Seller and assigned to Purchaser and (ii) Purchaser shall notify each Seller in writing signed and dated by Purchaser of which Evaluated Contracts are to be rejected by such Seller (collectively, the "**Rejected Contracts**"). Each Seller shall file such motions in the Bankruptcy Court and take such other actions as are reasonably necessary to ensure that final and non-appealable orders (x) assuming and assigning the respective Assumed Contracts or Assumed Leases applicable to such Seller to Purchaser are entered and (y) rejecting the Rejected Contracts are entered. With respect to each Assumed Lease, the applicable Seller shall execute and deliver to Purchaser an Assignment and Assumption of Lease. Notwithstanding anything to the contrary set forth in this Agreement, the Rejected Contracts shall constitute part of the Excluded Assets pursuant to, and as defined in, this Agreement.

~~(b) At Closing and pursuant to an order of the Bankruptcy Court, each Seller will assume and immediately assign to Purchaser the leases of such Seller for Leased Real Property and the Tenant Leases.~~

1.12 Risk of Loss. The risk of loss or damage to any of the Assets, transfer of which is contemplated by this Agreement, shall remain with Sellers until the Effective Time and Sellers shall maintain such insurance policies of Seller as are in effect at the Effective Date, or comparable policies of insurance or self-insurance covering the Assets through the Effective Time.

(a) With respect to the Owned Real Property, if prior to the Closing, all or any part of the Owned Real Property is destroyed or damaged by fire or the elements or by any other

cause where such damage or destruction is in the aggregate (the "**Aggregate Damage**") less than or equal to ten percent (10%) of the Cash Purchase Price allocated to the Seller which owns the Owned Real Property at issue, the parties' duties and obligations under this Agreement shall not be affected and the Closing shall proceed as scheduled; *provided, however*, that Seller shall retain any and all insurance proceeds and other or similar third party recompense on accounts of such damage or destruction and the Aggregate Damages (up to ten percent (10%) of the Cash Purchase Price allocated to the Seller which owns the Owned Real Property at issue) shall be deducted from the Cash Purchase Price. If prior to the Closing, all or any part of the Owned Real Property is destroyed or damaged by fire or the elements or by any other cause where the Aggregate Damage exceeds ten percent (10%) of the Cash Purchase Price allocated to the Seller which owns the Owned Real Property at issue, then either of Sellers or Purchaser, in the exercise of their sole discretion, may elect to terminate this Agreement by written notice to the other (the "**Casualty Termination Notice**") delivered after the date which is fifteen (15) calendar days after the occurrence of such damage or destruction but no later than the date which is thirty (30) calendar days after the occurrence of such damage or destruction (the "**Casualty Termination Notice Period**"); *provided, however*, that in no event shall the Casualty Termination Notice be provided if Sellers and Purchaser are unable to agree prior to the inception of the Casualty Termination Notice Period that the amount of the Aggregate Damage exceeds ten percent (10%) of the Cash Purchase Price allocated to the Seller which owns the Owned Real Property at issue. If Purchaser and Sellers are unable to agree upon the amount of the Aggregate Damage by the earlier to occur of (a) the originally scheduled Closing Date (the "*Original Closing Date*"), or (b) the inception of the Casualty Termination Notice Period, the amount of the Aggregate Damage shall be determined by _____ (the "*Loss Consultant*") pursuant to Section 1.12(d). If this Agreement is not terminated by Casualty Termination Notice pursuant to this Section 1.12(a), then the Aggregate Damage either as agreed by the parties or as established pursuant to Section 1.12(d) shall be deducted from the Cash Purchase Price and Sellers shall retain any and all insurance proceeds and other similar third-party recompense. If Purchaser and Sellers are unable to agree on the amount of the Aggregate Damage by the earlier to occur of (x) the Original Closing Date, or (y) the inception of the Casualty Termination Notice, the amount of the Aggregate Damage shall be determined by the Loss Consultant pursuant to Section 1.12(d).

(b) With respect to any Assets other than the Owned Real Property which are destroyed or damaged by fire or the elements or by any other cause prior to the Closing, Seller will deduct from the Purchase Price the cost to repair, restore and/or replace the Assets other than the Owned Real Property (using the lesser of cost of repair, restore or replace as applicable), and Seller will be entitled to any and all insurance proceeds and other or similar third party recompense for such destruction or damage. Notwithstanding anything in this Agreement to the contrary, if the damage to the Assets other than the Real Property is greater than ten percent (10%) of the Purchase Price allocated to the Seller which owns the assets, then either of Sellers or Purchaser, in the exercise of their sole discretion, may elect to terminate this Agreement by written notice to the other.

(c) If prior to the Closing, all or any part of a parcel of the Owned Real Property is made subject to an eminent domain proceeding which would in Purchaser's reasonable judgment materially adversely impair access to the Owned Real Property or be materially adverse to the operation of the Hospitals, Purchaser may elect to (i) purchase such affected Owned Real Property, and the Closing shall proceed as scheduled (*provided, however*, that at the Closing, the applicable

Seller shall assign, transfer and set over to Purchaser all of such Seller's right, title and interest in and to any award in such eminent domain proceeding), or (ii) elect to terminate this Agreement by written notice to Sellers. If Purchaser and Sellers are unable to agree upon the amount of the adjustment described in subsection (i) of the preceding sentence by the Original Closing Date, the adjustment shall be resolved by the Loss Consultant pursuant to Section 1.12(d).

(d) If pursuant to either Section 1.12(a) or 1.12(c), the amount of the Aggregate Damage (and any applicable Purchase Price adjustment) is to be determined by the Loss Consultant, within five (5) calendar days after the earlier to occur of the Original Closing Date or the inception of the Casualty Termination Notice Period (the "**Submittal Date**"), each party shall submit to the other party and to the Loss Consultant its proposed Aggregate Damage (and any applicable Purchase Price adjustment) as a result of the event(s) contemplated by either Section 1.12(a) or 1.12(c), along with a detailed description of the basis for such amount and any applicable adjustment. Within ten (10) calendar days after the Submittal Date (the "**Decision Date**"), the Loss Consultant, acting as an expert and not as an arbitrator, shall select either the Aggregate Damage (and any applicable Purchase Price adjustment) proposal of Sellers or the Aggregate Damage (and any applicable Purchase Price adjustment) proposal of Purchaser as the definitive amount of the Aggregate Damage (and any applicable adjustment to the Purchase Price) and Purchaser or Sellers shall thereafter have the right to provide a Casualty Termination Notice provided that the Aggregate Damage exceeds ten percent (10%) of the Purchase Price. If either Purchaser or Sellers fails to timely provide their proposed Aggregate Damage (and any applicable Purchase Price adjustment) to the Loss Consultant, the Aggregate Damage (and any applicable Purchase Price adjustment) shall be the amount proposed by the submitting party, and Purchaser or Sellers shall thereafter have the right to provide a Casualty Termination Notice provided that the Aggregate Damage exceeds ten percent (10%) of the Purchase Price. If neither party submits its proposed Aggregate Damage (and any applicable Purchase Price adjustment) to the Loss Consultant, no adjustment to the Purchase Price shall be made and neither Purchaser nor Sellers shall have the right to provide a Casualty Termination Notice. The decision of the Loss Consultant shall be conclusive and binding as between Purchaser and Sellers, and the costs of such review shall be borne by the party whose proposed Aggregate Damage (and any applicable Purchase Price adjustment) is not selected by the Loss Consultant. Upon any such determination of the adjustment to the Purchase Price in accordance with this Section 1.12, the parties shall, subject to the terms and conditions of this Agreement, consummate the transactions contemplated by this Agreement at a mutually agreeable time and place, in accordance with the provisions of this Agreement. If pursuant to either Section 1.12(a) or 1.12(c), the amount of the Aggregate Damage (and any applicable Purchase Price adjustment) is to be determined by the Loss Consultant and either the Submittal Date or the Decision Date falls on a day which is on or after the Termination Date, then the Termination Date shall be extended to the date which is ten (10) calendar days after the Decision Date.

1.13 Cost Report Holdback. In accordance with Section 1.1, Purchaser shall hold back _____ ($_____) (the "Holdback") from the Cash Purchase Price. The Holdback shall be used to satisfy any obligations to CMS or Medi-Cal related to cost report periods prior to the Effective Time which are not resolved by way of the CMS Settlement Agreement and Medi-Cal Settlement Agreement. Upon the satisfaction of all such obligations, any remaining portion of the Holdback shall be released to Sellers.

~~1.12~~1.14 Disclaimer of Warranties; Release

(a) THE ASSETS TRANSFERRED TO PURCHASER WILL BE SOLD BY SELLERS AND PURCHASED BY PURCHASER IN THEIR PHYSICAL CONDITION AT THE EFFECTIVE TIME, "AS IS, WHERE IS AND WITH ALL FAULTS AND NONCOMPLIANCE WITH LAWS" WITH NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, USAGE, WORKMANSHIP, QUALITY, PHYSICAL CONDITION, OR VALUE, AND ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED, AND WITH RESPECT TO THE LEASED REAL PROPERTY WITH NO WARRANTY OF HABITABILITY OR FITNESS FOR HABITATION, INCLUDING, WITHOUT LIMITATION, THE LAND, THE BUILDINGS AND THE IMPROVEMENTS. ALL OF THE PROPERTIES, ASSETS, RIGHTS, LICENSES, PERMITS, PRIVILEGES, LIABILITIES, AND OBLIGATIONS OF SELLERS INCLUDED IN THE ASSETS AND THE ASSUMED OBLIGATIONS ARE BEING ACQUIRED OR ASSUMED "AS IS, WHERE IS" ON THE CLOSING DATE AND IN THEIR PRESENT CONDITION, WITH ALL FAULTS. ALL OF THE TANGIBLE ASSETS SHALL BE FURTHER SUBJECT TO NORMAL WEAR AND TEAR AND NORMAL AND CUSTOMARY USE OF THE INVENTORY AND SUPPLIES IN THE ORDINARY COURSE OF BUSINESS UP TO THE EFFECTIVE TIME.

(b) Purchaser acknowledges that Purchaser will be examining, reviewing and inspecting all matters which in Purchaser's judgment bear upon the Assets, the Sellers, the Hospital, the business of the Hospital and their value and suitability for Purchaser's purposes and is relying solely on Purchaser's own examination, review and inspection of the Assets and Assumed Obligations. Purchaser releases each Seller and its affiliates from all responsibility and liability regarding the condition, valuation, salability or utility of the business of the Hospital or the Assets, or their suitability for any purpose whatsoever. Purchaser further acknowledges that the representations and warranties of Sellers contained in ARTICLE 2 of this Agreement are the sole and exclusive representations and warranties made by Sellers to Purchaser (including with respect to the Hospital, the Assets and the Assumed liabilities) and shall expire, and be of no further force or effect at the Closing.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller hereby represents, warrants and covenants to Purchaser, severally (and not jointly) with respect to such Seller only as to the following matters, except as disclosed in the disclosure schedule as of the Signing Date, as may be amended pursuant to the terms of this Agreement, (the "**Disclosure Schedule**") hereby delivered by Sellers to ~~Purchaser~~Purchase:

2.1——Authorization. Such Seller has all necessary corporate power and authority to enter into this Agreement and, subject to Bankruptcy Court approval, to carry out the transactions contemplated hereby.

2.3——Binding Agreement. This Agreement has been duly and validly executed and delivered by such Seller and, assuming due and valid execution by Purchaser, this Agreement constitutes a valid and binding obligation of such Seller enforceable in accordance with its terms subject to (a) applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect and (b) limitations on the enforcement of equitable remedies.

~~2.5~~2.3 Organization and Good Standing; No Violation.

(a) Such Seller is a non-profit corporation or limited liability company duly organized, validly existing and in good standing under the laws of the State of California. Such Seller has all necessary power and authority to own, operate and lease its properties and to carry on its businesses as now conducted.

(b) Neither the execution and delivery by such Seller of this Agreement nor the consummation of the transactions contemplated hereby by such Seller nor compliance with any of the material provisions hereof by such Seller, will violate, conflict with or result in a breach of any material provision of such Seller's articles of incorporation or bylaws or any other organizational documents of such Seller.

2.6——~~Contracts.~~The Assets. The Assets (other than Assets leased pursuant to contracts) are legally and beneficially owned by such Seller and, as of the Closing Date, will be free and clear of all encumbrances (other than the Permitted Exceptions), and such Seller has a valid leasehold interest in the Assets leased by such entity. The Assets (other than Assets leased pursuant to contracts) are owned free and clear of any encumbrances (other than Permitted Exceptions). Except as set forth ~~in~~on **Schedule 2.4**, the Assets include all of the assets of every kind and nature whatsoever owned by Seller and used for the operation of the Hospital as currently conducted and as conducted. Except as set forth on **Schedule 2.4**, the Assets constitute all of the assets that are reasonably necessary for the operation of the Hospital as conducted by such Seller as of the Effective Date and as of the Closing.

2.5 Real Property

(a) **Schedule 1.4.3** sets forth a legal description and the address of all Owned Real Property. Each Seller now owns good, indefeasible, fee simple title to all of the Owned Real Property which, as of the Closing Date, will be free and clear of any and all encumbrances other than the Permitted Exceptions and good leasehold interest in all of the Leased Real Property, subject to the Permitted Exceptions. Except as set forth on Schedule 2.5(a)(ii), there are no purchase contracts, options, rights of first refusal, restrictions on transfer, easements or other agreements of any kind whereby any person or entity will have acquired or will have any basis to assert any right, title or interest in, or right to the possession, use, enjoyment or proceeds of any part or all of the Owned Real Property, except for the Permitted Exceptions and the Tenant Leases (as hereinafter defined).

(b) Except as on Schedule 2.5(b), (i) none of the improvements on the Real Property (or portion thereof), or the current use or operation of the Hospitals and such

improvements, is in violation of any applicable laws affecting the Real Property; (ii) certificates of occupancy have been issued for all such improvements permitting such improvements to be used and occupied for the uses for which they are currently being used or such improvements were constructed at a time when certificates of occupancy were not required, and there are no facts that would prevent such Seller from receiving certificates of occupancy upon completion of construction of those improvements such Seller is in the process of constructing, if any; and (iii) Seller has not received any written notice and there are no proceedings or actions pending to change the zoning of, or other land use (including parking) restrictions affecting, such Real Property. There is no proceeding or pending, and there is no study or investigation pending or threatened or any proceeding threatened by or before any Governmental Authority relating to the Owned Real Property, the Hospital, or the continued use of the Hospitals as general acute-care hospitals or the composition of their licensed beds.

(c) Schedule 2.5(c) sets forth an accurate and complete list of all real property leases, subleases, licenses and occupancy agreements, options or commitments, oral or written, pursuant to which Seller is a licensor, licensee, lessor, lessee, sublessor, or sublessee, including, without limitation, all retail and office space leases, specifying the interest of Seller, but excluding any real property lease consummated as part of the transactions contemplated herein (collectively referred to as the "Real Estate Leases"). Seller has provided Purchaser with complete and correct copies of all Real Estate Leases, together with all amendments and modifications. Except for the Real Estate Leases listed in Schedule 2.5(c), there are no other leases, subleases, licenses or other occupancy rights or agreements with respect to space within the Real Property.

(d) With respect to each Tenant Lease, except as disclosed in Schedule 2.5(d):

(i) Each Tenant Lease is a legal, valid, binding, obligation of Seller, enforceable in accordance with its terms;

(ii) Subject to obtaining necessary consents, if any, (1) the transactions contemplated by this Agreement will not result in a breach of or default under any Tenant Lease, and (2) will not otherwise cause any Tenant Lease to cease to be legal, valid, binding, enforceable and in full force and effect on identical terms following the Effective Time;

(iii) With respect to all material fees or commissions specified in any Tenant Lease that are the responsibility of Seller, all material allowances, work-letters, commissions, fees and other amounts payable by Seller under or in connection with the Tenant Lease and the transactions contemplated thereby have, to the extent due, been paid in full;

(iv) Subject to (1) any delinquent rent disclosed on Schedule 2.5(d), and (2) obtaining all of the necessary consents, no event or condition has occurred that with the passage of time or the giving of notice (or both) would constitute a material default or breach of the terms of any Tenant Lease; and

(v) With respect to each Tenant Lease: (1) the lessee has been in peaceable possession of the premises covered by the Tenant Lease; (2) the lessee is the sole present holder of all of the lessee's interest in the Tenant Lease; (3) the Tenant Lease is a complete statement of the agreement of the parties with respect to the leasing of the premises described

therein by the lessor to the lessee and the Tenant Lease is the only agreement in effect under which the lessor has leased the premises described therein; and (4) the lessee has not been granted any concessions not set forth in the Tenant Lease.

(e) Except as otherwise disclosed on Schedule 2.5(e), with respect to any Tenant Lease under which Seller is licensor, lessor or sublessor and a party is granted the right to use and occupy a portion of the Owned Real Property:

(i) No tenant under any Tenant Lease has an option or other right to purchase all or any part of the Owned Real Property covered thereby;

(ii) Except as set forth on Schedule 2.5(e)(ii), each tenant is in possession of the office or suite described in its lease and has not delivered written notice to Seller, as applicable, that such tenant intends to cancel, terminate or not renew its lease;

(iii) No tenant is entitled to any rebate, concession, allowance or other benefits;

(iv) Except as disclosed on Schedule 2.5(e)(iv), all rents due and payable have been paid in full by the tenants and no rent has been paid in advance except for the current month;

(v) No matured claim exists for any security or other deposit;

(vi) Except as set forth on Schedule 2.5(e)(vi), no tenant has any defense or offset to rent;

(vii) All improvements, including, without limitation, tenant finish improvements, required to be constructed by the "lessor" or "landlord" have been completed and paid for in full;

(viii) All leasing commissions, fees and similar compensation due and payable in connection with such Tenant Leases have been paid in full; and

(ix) Seller is entitled to the ownership and possession of all tenant improvements upon the expiration of their respective Tenant Lease terms without payment of any consideration therefor to any tenant.

(f) Neither the whole nor any portion of the Owned Real Property has been condemned, requisitioned or otherwise taken by any public authority (a "Public Taking"), and no written notice of any Public Taking has been received by Seller with regard to the Owned Real Property. No such Public Taking is threatened or contemplated with respect to the Owned Real Property. No public improvements have been ordered to be made that have not heretofore been assessed, and no special, general or other assessments are pending or have been threatened against or will affect the Owned Real Property.

(g) All essential utilities (including water, sewer, gas, electricity and telephone service) (the "Utilities") are available in adequate supply to the Owned Real Property for use and operation of the Hospitals and such other businesses operated on the Owned Real Property.

(h) Except as disclosed on Schedule 2.5(h), Seller has not received any written notice or has knowledge of any unsatisfied requests for repairs, restorations, or improvements to the Owned Real Property from any Governmental Authority or insurance company or provider. Except as disclosed on Schedule 2.5(h), there are no material capital expenditures required to be made by Seller in connection with the Owned Real Property in order to comply with all applicable Laws or to continue operation of the Hospitals.

(i) There have been no special assessments for public improvements which affect the Owned Real Property. Except as set forth on Schedule 2.5(i), there are no unpaid property taxes, levies or special assessments, including, without limitation, those for construction of sewers, water and other utility lines, streets, sidewalks and curbs, and there are no pending liens on account thereof.

(j) Seller has provided Purchaser copies of all surveys or reports in the possession of Seller which relate to the environmental condition of the Hospitals (including the Owned Real Property) (together with any environmental surveys obtained by Seller with respect to the Hospital, the "Environmental Surveys"). Except as disclosed in the Environmental Surveys, Purchaser's Phase I report, and on Schedule 2.5(j), to the Knowledge of Seller:

(i) The operations of the Hospitals are not in violation of any applicable limitations, restrictions, conditions, standards, prohibitions, requirements and obligations of "Environmental Laws" and related orders of any court or other Governmental Authority (as used herein, "Environmental Laws" shall include, but not be limited to the following statutes and the regulations promulgated thereunder: the Clean Air Act, 42 U.S.C. § 7401 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Superfund Amendments and Reauthorization Act, 42 U.S.C. § 11011 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300f et seq., CERCLA, OSHA, the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., and any other state, county, or local regulations similar thereto);

(ii) There are not any existing, pending or, threatened actions, suits, claims, investigations, inquiries or proceedings by or before any court or any other Governmental Authority directed against Seller that pertain or relate to (A) any past, current and/or anticipated remedial obligations under any applicable Environmental Law, (B) unresolved violations by Seller of any Environmental Law, (C) personal injury or property damage claims relating to a Release of or exposure to Hazardous Materials, or (D) response, removal, or remedial costs under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq., ("CERCLA"), or any other similar state law;

(iii) Seller has not received any written, verbal notice of any claim, citation, summons, order, complaint, notice of violation, lawsuit, penalty, general or special notice letter, potentially responsible party letter, CERCLA Section 104(e) request or investigation related

to: (A) any actual or alleged violation by Seller of any Licenses and Permits required under any Environmental Laws; (B) any actual or alleged failure of Seller to have or comply with any Licenses or Permits required under any Environmental Laws; (C) the release or the treatment, storage, disposal or arrangement for disposal of any Hazardous Materials by Seller; and (D) any "Environmental Liability" (as used herein, as "Environmental Liability" means (1) any liability of a Person that arises in connection with any proceeding, claim, lawsuit, complaint, citation, inquiry, demand, notice or action which was, is or could be brought or issued (I) by any Governmental Authority, or (II) by a third party, in either case, pursuant to or under any Environmental Law or by virtue of the presence or release of any Hazardous Material, or (2) any liability or cost incurred by a Person that arises in connection with any investigatory or remedial activities by virtue of the presence or release of any Hazardous Material in order (II) to comply with any Environmental Law, or (II) to minimize any potential liability to a third party in connection with the presence or release of any Hazardous Material), any of which either: (x) is unresolved, or (y) was received since January 1, 2013;

(iv) With respect to permits and licenses required under any Environmental Laws, (A) all material licenses, permits, consents, or other approvals required under Environmental Laws that are necessary to the operations of the Hospitals have been obtained and are in full force and effect, and Seller has not received any written notice from any Governmental Authority referencing any basis for revocation or suspension of any such licenses, permits, consents or other approvals exists; (B) none of the operations of the Hospitals have violated in any material respect the conditions set forth in the approved permits for the Hospitals; and (C) the operations of the Hospitals are not in current violation in any material respect with any such approved permits, licenses, consents, or approvals, or the production levels or emission levels specified in such permits, licenses, consents, or approvals;

(v) Except as set forth on Schedule 2.5(v), there are no current and were no former underground storage tanks on the Owned Real Property, and any underground storage tanks described in Schedule 2.5(j) have been properly removed or abandoned in accordance with all applicable Environmental Laws;

(vi) No Hazardous Materials generated by Seller have been released, transported, stored, treated or disposed in violation of any applicable Environmental Laws;

(vii) No Person has disposed or Released any Hazardous Materials on, at, or under the Owned Real Property, except which would not have a material impact on Seller or the Hospital;

(viii) Except as would not result in material liability, Seller has not sent, arranged for disposal or treatment, arranged with a transporter for transport for disposal or treatment, transported, or accepted for transport any Hazardous Materials to a facility, site or location, which, pursuant to CERCLA, (1) has been placed, or is proposed to be placed, on the national priorities list or its state equivalent or, (2) is subject to a past, current and/or anticipated claim, administrative order or other request to effect removal or take remedial action; and

2.6 Title to and Condition of Personal Property; Personal Property Leases; and Equipment. On the Closing Date, Seller will have, good and valid title to and ownership of their

respective Personal Property (other than Personal Property leased pursuant to contracts for which Seller has a valid leasehold interest), including, without limitation, the Personal Property described in Schedule 2.6(a)(i). Except as set forth on Schedule 2.6(a)(ii) and subject to any Personal Property Leases, none of the Personal Property is subject to, any encumbrances except for the Permitted Exceptions, and shall not be subject to any encumbrances on the Closing Date.

(b) Schedule 2.6(b)(i) sets forth an accurate and complete list of all leases of personal property to which Seller is a party (the "**Personal Property Leases**"). Seller has provided Purchaser with complete and correct copies of all Personal Property Leases. To the Knowledge of Seller, except as set forth in Schedule 2.8(b)(ii), (i) the Personal Property Leases, are legally valid, binding and enforceable in accordance with their respective terms, and are in full force and effect; (ii) there are no defaults by Seller or any other party to the Personal Property Leases; (iii) Seller has not received written notice of any default, offset or breach under any Personal Property Leases; and (iv) subject to obtaining all necessary consents, no condition or event has occurred that with the passage of time or the giving of notice or both would constitute a default or breach by Seller of the terms of any Personal Property Leases.

(c) To the Knowledge of Seller, all material items of equipment constituting part of the Personal Property are usable for their intended purpose in the ordinary course of business and are in good working condition, subject to reasonable wear and tear and maintenance requirements given each such items of equipment's relative age

2.7 Intellectual Property. A true and complete list of all business names, logos, patents, trademarks, service marks, trade names and copyrights used in the conduct of the Hospitals, as currently being conducted and as conducted over the past twenty-four (24) months is set forth in **Schedule 2.9** along with, all other proprietary or intellectual property rights of Seller, if any, used in the conduct of the Hospitals (the "*Intellectual Property*"). Except as set forth on **Schedule 2.9**, Seller owns or is licensed to use, the Intellectual Property, and no rights thereto have been granted to others by Seller. No patents, trademarks, service marks, trade names or copyrights are necessary to conduct or to continue the Hospitals business as heretofore conducted, except the Intellectual Property. Seller's use of the Intellectual Property does not infringe upon or otherwise violate the rights of others, and none of the Intellectual Property is being infringed upon by others. Seller has not received any written notice of infringement upon or conflict with the asserted rights of others in such manner that the infringement or cessation of rights would materially affect the operations of the Hospitals. None of the Intellectual Property owned by the Seller is registered with the United States Patent and Trademark Office or the United States Copyright Office. No director, officer, or, employee of Seller or any predecessor has any interest in any of the foregoing rights.

~~2.7~~2.8 Contracts. Except as set forth in **Schedule 2.8**, upon entry of the Sale Order and ~~Purchaser's~~Seller's payment of the Cure Costs, to Seller's knowledge, Seller is not in breach or default of the Assumed Contracts or Assumed Leases. No provision of this Section 2.4~~8~~ shall apply to any failure to obtain consents to the assignment of the Assumed Contracts and Assumed Leases from third parties to the Assumed Contracts and Assumed Leases for which consent is required to assign the Assumed Contracts and Assumed Leases to Purchaser (the "**Contract and Lease Consents**").

2.8 ~~Brokers and Finders. Except as set forth on **Schedule 2.5**,~~Purchased Inventory. Except as provided in **Schedule 2.9**, all inventory included among the Assets (the "**Purchased Inventory**") is valued on Seller's books at the lower of cost or market on a first-in, first-out basis. The quantities of Purchased Inventory, taken as a whole, are reasonable and justifiable under the normal operations of the Hospitals.

2.10 Employees, Employee Relations and Benefit Plans

(a) Schedule 2.10(a)(1) contains a correct and complete list of all current employees of Seller as of the date set forth therein including (and indicating the status of) those employees who are on leave of absence or layoff status (the "Seller Employees"), including their job title, hire date, accrued vacation and current hourly wage, monthly salary, target or actual bonuses, and other compensation of such employees as of the date set forth therein. Except as designated on or provided in Schedule 2.10(a)(2), (i) Seller does not have any employment, severance, or similar agreement or arrangement with or covering any Seller Employees, and (ii) all Seller Employees are employed pursuant to an "at-will" policy and do not regularly perform any of their duties in the office of any independent physician referring patients to the Acute Care Hospital. No individual has been engaged by Seller as or in the capacity of an independent contractor who does not qualify for such status under the Code and ERISA.

(b) Schedule 2.10(b) sets forth a listing of "Employee Benefit Plans" sponsored, maintained or contributed to by Seller or with respect to which Seller has any obligations or liability or through which an individual who is a Seller Employee (or any beneficiary or dependent of such individual) (collectively, the "Benefits Plans"). With respect to each Employee Benefit Plan that is sponsored, maintained or contributed to by Seller or by any other entity or business that, together with Seller, would be treated as a single employer under Section 414 of the Code: (1) no withdrawal liability under Section 4201 of ERISA or any liability to the PBGC has been incurred by Seller or any such other entity or business and not satisfied; (2) all contributions (including installments) to each such plan required by Section 302 of ERISA and Section 412 of the Code have been timely made; and (3), in all material respects, each such plan has been funded, maintained and operated in compliance with all Laws applicable thereto and the requirements of such plan's governing documents. Further, Seller shall designate those Benefit Plans applicable exclusively to certain senior management Seller Employees ("Executive Benefit Plans").

(i) True and complete copies of all Benefits Plans, including Executive Benefit Plans, have been furnished to Purchaser.

(ii) Seller has made available to Purchaser the most recent summary plan description, governing plan document, or other documentation necessary to determine the amount and terms and conditions of benefits provided to Seller Employees, and has made available to Purchaser the most recent IRS determination letter (or opinion letter if applicable) with respect to each Other Businesses Plan and Benefits Plan that is intended to be tax-qualified.

(iii) Each Benefit Plan intended to be "qualified" within the meaning of Section 401(a) of the Code has received a favorable determination letter from the IRS (or opinion

letter, if applicable) and to the Knowledge of Seller, nothing has occurred since the issuance of such letter that could adversely affect such ruling.

(c) Except as set forth on **Schedule 2.10(c)**, no hospital executive of Seller nor any group of Seller Employees has given written notice of intent to terminate his, her or its employment with Seller, as applicable, as of the Effective Date.

(d) To the Knowledge of Seller, Seller has materially complied with and is currently complying in all material respects with, and Seller has not received any written notice of noncompliance with, any and all applicable Laws relating to the employment of personnel including, without limitation, any Laws relating to wages, hours, equal employment, occupational safety and health, workers' compensation, unemployment insurance, collective bargaining, affirmative action and the payment and withholding of social security and other taxes. Seller has withheld all amounts required by Law or agreement to be withheld from the wages or salaries of Seller Employees and Seller is not liable for any arrears of any Tax or penalties for failure to comply with the foregoing. Seller has, as of the Effective Date, made all filings required under the foregoing Laws with respect to Seller Employees.

(e) Except as set forth on **Schedule 2.10(e)**, neither Seller, nor any other Affiliate of Seller (determined under Section 414(b) or (c) of the Code) (i) maintains or has any liability, direct or indirect, contingent or otherwise, under or with respect to an "employee pension plan" (within the meaning of Section 3(2) of ERISA) that is covered by Title IV of ERISA or Section 302 of ERISA or Section 412 of the Code, or (ii) has ever contributed to or participated in a multi-employer pension plan as defined in Section 3(37) of ERISA.

(f) No event or circumstance has been identified or claim asserted under which Seller have incurred or may incur any liability (direct or indirect) under Section 4980B of the Code, or that could result in the imposition of an Encumbrance upon any of the Assets.

(g) To the Knowledge of Seller, Seller is in compliance with the terms and provisions of the Immigration Reform and Control Act of 1986. Seller has reviewed each Seller Employee's Form I-9 at the Hospitals, as applicable, and, except as set forth on Schedule 2.12(g), each such Form I-9 is valid. Seller has not been cited, fined, served with a Notice of Intent to Fine or with a Cease and Desist Order (as such terms are defined in such Act), nor has any proceeding been initiated or threatened against Seller by reason of any actual or alleged failure to comply with such Act.

(h) Except as disclosed on **Schedule 2.10(h)**, the following statements are true and correct as of the date hereof and the Closing Date:

(i) Each Seller is not a party to any agreement, and is not obligated to bargain, with any union or other labor organization with respect to its employees;

(ii) To the Knowledge of Seller, no Seller Employee has made written demand for recognition by a union or other labor organization in the last five (5) years;

(iii) To the Knowledge of Seller, no union organizing activities (including, without limitation, any campaigns being conducted to solicit cards to authorize

representation by any labor organization) by or with respect to any Seller Employee are taking place or have taken place in the last five (5) years;

(iv) There are currently no work stoppages, strikes, labor disputes, grievances in respect of labor organizing activities, or unfair labor practice pending or threatened involving Seller Employees and none have taken place in the last five (5) years;

(v) Seller has not suffered any strikes (including wildcat strikes), slowdowns, walkouts, boycotts or lockouts or other material interruptions or disruptions of operations as a result of labor disputes with respect to Seller Employees in the last five (5) years;

(vi) Payment in full and/or accrual on Seller's books and records has been made with respect to all Seller Employees of all wages, salaries, commissions, bonuses, benefits and other compensation currently due to such individuals;

(vii) No facility of Seller has been closed, there have not been implementations of any early retirement, separation or window program within the past three (3) years with respect to Seller, nor are there any plans or announcements of any such action or program for the future; and

(viii) Seller currently is in compliance with its obligations with respect to the WARN Act and has not involuntarily terminated, reduced by more than fifty percent (50%) the hours of, or laid off any Seller Employees in the one hundred eighty (180) days prior to the Closing Date.

2.11 Licenses and Permits. The Hospitals are duly licensed as general, acute care hospitals pursuant to the applicable laws of the State of California. The pharmacies, laboratories, equipment, programs, and all other ancillary departments located at the Hospital or operated for the benefit of the Hospitals which are required to be separately licensed, registered or certified, are duly licensed, registered or certified by the appropriate licensing agency. **Schedule 2.11** sets forth a list of all material Licenses and Permits (including Medicare and Medicaid provider and supplier numbers and associated national provider identifier numbers) issued to or applied for by Seller and the Hospital in connection with and required for the conduct of the Hospital, including the expiration dates thereof, if any.

(a) Seller possesses all material Licenses and Permits necessary for the operation of the Hospitals at the location and in the manner presently operated, and for the completion of all capital projects of Seller in process as of the Effective Date. Except as otherwise disclosed on **Schedule 2.11(a)**, the Hospital: (i) is fully accredited by the [Joint Commission] without contingency; (ii) is certified for participation in the Medicare program; (iii) is party to valid participation agreements for payment by third party payors, Medicare and Medicaid, which are in full force and effect; and (iv) is in compliance with the conditions of participation in each such program, and is in compliance with the material terms and conditions of each such contract or agreement, including the participation agreements, related thereto.

(b) Seller has complied in all material respects with the terms and conditions of its Licenses and Permits, and all such Licenses and Permits are unconditionally in full force and effect, and there has occurred no event nor is any event, action, investigation or proceeding pending

or threatened which could cause or permit revocation or suspension of or otherwise adversely affect the maintenance of any such Licenses and Permits.

(c) Seller has previously delivered to Purchaser true and complete copies of: (i) the most recent [Joint Commission] accreditation survey report and deficiency list for Seller, if any; (ii) the most recent state licensing report and list of deficiencies, if any; (iii) the most recent Medicare and Medicaid certification reports and lists of deficiencies, if any; and (iv) the two most recent fire marshal's survey and deficiency list, if any. Seller also previously has delivered to Purchaser the most recent plans of correction relating to each of the deficiency lists referred to in subparts (c)(i) through (c)(iv) above, and all correspondence relating to such reports, surveys, deficiencies, and/or plans of correction. Seller has taken or is in the process of taking all reasonable steps to correct all material deficiencies noted in such reports, surveys and deficiency lists and a description of any material uncorrected deficiency is listed in **Schedule 2.11(c)**.

(d) Except as set forth on **Schedule 2.11(d)** and except as required to consummate this transaction, no application for any Certificate of Need, Exemption Certificate or declaratory ruling has been made by Seller with the State Health Agency or other applicable agency which is currently pending or open before such agency. Except as set forth on **Schedule 2.11(d)**, Seller has not prepared, filed, supported or presented opposition to any applications with the State Health Agency or other applicable agency (referred to herein as "*Applications*") filed by another hospital or health agency within the past three (3) years.

2.12 Compliance with Law

Except as set forth on **Schedule 2.12**,

(a) Seller has not used funds or other assets, or made any promise or undertaking in such regard, for (i) illegal contributions, gifts, entertainment or other expenses relating to political activity; (ii) illegal payments to or for the benefit of any governmental official or government employee, whether domestic or foreign; or (iii) the establishment or maintenance of a secret or unrecorded fund; and there have been no fictitious entries made in the books or records of Seller.

(b) Seller, with respect to the operation of the Hospitals and the Assets, is in compliance with all applicable Health Care Laws, and in compliance in all material respects with all other applicable Laws. No Governmental Authority has provided written or verbal notice to Seller of its intention to conduct, nor, to the Knowledge of Seller, is there threatened or pending any investigation or review by any Governmental Authority with respect to Seller or the Hospitals.

(c) No Governmental Authority has indicated to Seller an intention to conduct, nor, to the Knowledge of Seller, is there threatened or pending any investigation or review by any Governmental Authority of the Seller.

(d) No action is pending or threatened or recommended by any Governmental Authority to terminate or decertify any participation of the Hospitals, or Seller in the Medicare, Medicaid or any other third-party payor programs nor has there been any decision not to renew any provider agreement related to the Hospitals. With the exception of deficiencies that are currently the subject of waiver and those of which are the subject of a plan of correction (each set

forth on **Schedule 2.12**), there are no outstanding written notices of deficiencies or written notices of work orders of a material nature of any Governmental Authority having jurisdiction over the Hospitals requiring conformity to any applicable Law pertaining to the Hospitals, including the Medicare and Medicaid programs.

(e) All billing practices of Seller with respect to all third party payors, including the Medicare, Medicaid and TRICARE programs and private insurance companies, have been in compliance in all material respects with all applicable laws, regulations and policies of such third party payors and the Medicare, Medicaid and TRICARE programs, and to the Knowledge of Seller, Seller has not billed or received any payment or reimbursement in excess in any material respect of amounts allowed by law or agreement. Seller has not retained and is not retaining any overpayment in violation of section 6402(a) of the Patient Protection and Affordable Care Act. Seller has not been excluded from participation in the Medicare or Medicaid programs nor has any such exclusion been threatened. No employee or independent contractor of Seller or any Seller Affiliate (whether an individual or entity) has been excluded from participating in any federal health care program (as defined in 42 U.S.C. §1320a-7b(f)). Based upon and in reliance upon Seller's review of (i) the "list of Excluded Individuals/Entities" on the website of the United States Health and Human Services ("*HHS*") Office of Inspector General (http://oig.hhs.gov/exclusions/), and (ii) the "List of Parties Excluded From Federal Procurement and Nonprocurement Programs" on the website of the United States General Services Administration (https://www.epls.gov/), none of the officers, directors or managing employees (as such term is defined in the Medicare Program Integrity Manual) of Seller has been excluded from participation in the Medicare or Medicaid programs or been subject to sanction pursuant to 42 U.S.C. §1320a-7a or 1320a-8 or been convicted of a crime described at 42 U.S.C. §1320a-7b. Seller has not received any written or oral notice from any of the Medicare or Medicaid programs, or any other third party payor programs of any pending or threatened investigations or surveys, and Seller has no reason to believe that any such investigations or surveys are pending, threatened, or imminent.

(f) Since January 1, 2013, Seller is in full compliance in all material respects with all applicable statutes, rules, regulations, policies, guidance and requirements of the Government Entities having jurisdiction over Seller, the Hospital, the Assets and the operations of the Hospital or its related ancillary services. As used herein, "**Government Entity**" or "**Government Entities**" means any government or any agency, bureau, board, directorate, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local. Seller has timely filed all material reports, data, and other information required to be filed with the Government Entities. Seller and its employees and independent contractors are, and have been since January 1, 2013 in full compliance in all material respects with all applicable health care laws, rules and regulations, including those relating to Medicare and Medicaid reimbursement and to the payment or receipt of illegal remuneration, including 42 U.S.C. § 1320a-7b(b) (the Medicare/Medicaid anti-kickback statute), 42 U.S.C. 1395nn (the Stark Statute), 42 U.S.C. § 1320a-7a, 42 U.S.C. § 1320a-7b(a), 42 U.S.C. § 1320a-7b(c) and any analogous state laws) (collectively, the "*Health Care Laws*"). Seller is, and has been since January 1, 2013, in full compliance in all material respects with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, enacted as Title XIII of the American Recovery and Reinvestment Act of 2009 ("*HIPAA*"), including the electronic data interchange regulations, the health care security regulations and the health care privacy regulations, as of the applicable

effective dates for such requirements. Seller has at all times taken the necessary steps (including, without limitation, implementing reasonable and appropriate technical, physical and administrative safeguards, and monitoring compliance therewith) to (i) protect personally identifiable information, including protected health information ("*PHI*") (as defined under HIPAA) (collectively, "*Personally Identifiable Information*"), against unauthorized access, use, transfer, modification, disclosure, misuse, destruction, loss, or anticipated threats or hazards, and (ii) ensure the availability, integrity and confidentiality of any such PHI in compliance with applicable laws. Seller has not suffered any actual or threatened breach, unauthorized disclosure, or misuse of any Personally Identifiable Information and Seller and the Hospital have not been the subject of any claim, proceeding or investigation relating thereto.

2.13 Medical Staff

(a) Seller has previously delivered to Purchaser, with respect to the Acute Care Hospital:

(i) All current medical staff bylaws, rules and regulations and amendments thereto respecting the Hospitals; and

(ii) All contracts with physicians, physician groups, or other members of the medical staff of the Hospitals.

(b) Except as set forth on **Schedule 2.13(b)** in a summary fashion without identifying any medical staff member by name or other identifying information, there are no disputes, disciplinary actions or appeals therefrom pending between the Hospitals and any medical staff members of the Hospitals, or applicants thereto, or threatened. All appeal periods in respect of any medical staff member against whom an adverse action has been taken a Hospital have expired. No member of the medical staff of the Hospitals has been excluded from participation in any state or federal Medicare or Medicaid programs.

(c) **Schedule 2.13(c)** sets forth a complete and accurate list of the name and specialty, if any, of each member of the medical staff of the Acute Care Hospital as of the date shown thereon.

(d) **Schedule 2.13(d)** sets forth a complete and accurate list of each member of the medical staff in a summary fashion without identifying any medical staff member by name or other identifying information, that has resigned or had their privileges revoked since January 1, 2015.

2.14 Accounts Receivable. All outstanding Accounts Receivable, to the extent not collected, are valid and existing and represent monies due for goods sold and delivered or for services performed in bona fide commercial transactions. Except as reflected or reserved for on Seller's most recent balance sheet, such Accounts Receivable are not subject to counterclaim or set-off and are collectible in full, except to the extent that reserves for doubtful accounts have been established by Seller and which reserves have been adequately reflected on, and are consistent with presentation in, Seller's financial statements. No Accounts Receivable have been sold. Since January 1, 2015, Seller has not sold or assigned any Accounts Receivable (other than pursuant to the terms of this Agreement.

2.15 U.S. Persons. No Seller is a "foreign person" for purposes of Section 1445 of the Code or any other Laws requiring withholding of amounts paid to foreign persons or entities.

2.16 Cost Reports, Third Party Receivables and Conditions of Participation

(a) Notices of program reimbursement or similar notices of settlement have been issued with respect to the Cost Reports filed by the Seller for Medicare and Medicaid through the periods set forth in **Schedule 2.16(a)**. Except as disclosed on **Schedule 2.16(a)**:

(a) All Cost Reports required to be filed by Seller were filed when due;

(b) Seller has not received notice of any dispute by the applicable third-party payor regarding such Cost Reports for the periods subsequent to the period specified in **Schedule 2.16(a)**, expressly excluding any notices of reopening of cost reports in the ordinary course of business, which notices of reopening, if any, are specified in **Schedule 2.16(a)(ii)**; and

(c) There are no pending or threatened claims (including potential penalties) by either Medicare or Medicaid against Seller expressly excluding Medicare and Medicaid recoupments for inpatient services denied on medically necessity grounds in the ordinary course of business, which recoupments, if any, are specified in **Schedule 2.16(a)(iii)**.

(b) **Schedule 2.16(b)** contains a description of the policies and procedures of Seller for reporting bad debts to Medicare and each other third party payor. Seller does not routinely waive co-payments and deductibles for beneficiaries of Medicare or any other third party payor, except for Medicare Part A deductibles as provided for under participation agreements with a Medicare supplemental insurer.

2.17 Regulatory Compliance.

(a) Except as set forth on **Schedule 2.17**, Seller, nor any of its officers, directors or employees, have been convicted of, charged with or investigated for, or have engaged in conduct that would constitute, a Medicare or other Federal Health Care Program (as defined in 42 U.S.C. § 1320a-7(b)(f)) related offense or convicted of, charged with or, except as set forth on **Schedule 2.17**, investigated for, or engaged in conduct that would constitute a violation of any Law related to fraud, theft, embezzlement, breach of fiduciary duty, kickbacks, bribes, other financial misconduct, obstruction of an investigation or controlled substances. Seller, nor any officer, director, employee or independent contractor of Seller (whether an individual or entity), has been excluded from participating in any Government Program, subject to sanction pursuant to 42 U.S.C. § 1320a-7a or § 1320a-8 or been convicted of a crime described at 42 U.S.C. § 1320a-7b, nor are any such exclusions, sanctions or charges threatened or pending.

(b) Seller has been and is presently in compliance in all material respects with all applicable Law, including, but not limited to, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395hhh (the Medicare statute), including specifically, the Ethics in Patient Referrals Act, as amended, or "Stark Law," 42 U.S.C. § 1395nn; Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396v (the Medicaid statute); the Federal Health Care Program Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b); the False Claims Act, as amended, 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Anti-Kickback Act of 1986, 41 U.S.C. §§

51-58; the Civil Monetary Penalties Law, 42 U.S.C. §§ 1320a-7a and 1320a-7b; the Exclusion Laws, 42 U.S.C. § 1320a-7; HIPAA and all applicable implementing regulations, rules, ordinances and Orders; and any similar state and local statutes, regulations, rules, ordinances and Orders, and any corresponding State of California statutes and applicable implementing regulations that address the subject matter of the foregoing.

(c) Seller has not received any communication from a Governmental Authority, commercial payor or patient that alleges that Seller is not in compliance with any Laws, other than statements of deficiencies from a Governmental Authority received in the ordinary course of business. Seller has timely filed all material reports, data, and other information required to be filed with such commissions, boards, bureaus, and agencies regarding the Assets.

(d) All of Seller's Contracts with physicians, other health care providers, or immediate family members of any physicians or other health care providers, or entities in which physicians, other health care providers, or immediate family members of any physicians or other health care providers are equity owners, involving services, supplies, payments, or any other type of remuneration, and all of Seller's leases of personal or real property with such physicians, health care providers, immediate family members or entities are in writing, are signed by the appropriate parties, set forth the services to be provided, provide for a fair market value compensation in exchange for such services, space, or goods and comply with all applicable Laws in all material respects.

(e) Except in compliance with applicable Law, neither Seller, nor any of its officers, directors or employees is a party to any contract, lease agreement or other arrangement (including any joint venture or consulting agreement) related to Seller, or the Assets with any physician, physical or occupational therapist, health care facility, hospital, nursing facility, home health agency or other Person or entity that is in a position to make or influence referrals to or otherwise generate business for Seller with respect to the Assets, to provide services, lease space, lease equipment or engage in any other venture or activity.

(f) Neither Seller nor any of its officers, directors or employees, has engaged in activities that are prohibited under 42 U.S.C. §§ 1320a-7 *et seq.*, or the regulations promulgated thereunder, or other federal or state statutes or regulations, or which are prohibited by applicable rules of professional conduct.

~~2.9~~2.18Brokers and Finders. Except as set forth on **Schedule 2.18**, neither such Seller nor any affiliate thereof, nor any officer or director thereof, have engaged or incurred any liability to any finder, broker or agent in connection with the transactions contemplated hereunder.

2.102.19 Seller Knowledge. References in this Agreement to "Seller's knowledge or "the knowledge of Seller" means the actual knowledge of the Chief Executive Officer or Chief Financial Officer of the applicable Seller, ~~without independent research. No constructive or imputed knowledge shall be attributed to any such individual by virtue of any position held, relationship to any other Person or for any other reason.~~facts which the Chief Executive Officer or Chief Financial Officer reasonably should have known, information in such individual's written and electronic communications, and information set forth in the minutes of the governing body of the Seller.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF PURCHASER

As an inducement to Sellers to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Purchaser hereby represents, warrants and covenants to Sellers as to the following matters as of the Signing Date and, except as otherwise provided herein, shall be deemed to remake all of the following representations, warranties and covenants as of the Closing Date:

3.1 Authorization. Purchaser has full power and authority to enter into this Agreement and has full power and authority to perform its obligations hereunder and to carry out the transactions contemplated hereby. No additional internal consents are required in order for Purchaser to perform its obligations and agreements hereunder.

3.2 Binding Agreement. This Agreement has been duly and validly executed and delivered by Purchaser and, assuming due and valid execution by Sellers, this Agreement constitutes a valid and binding obligation of Purchaser enforceable in accordance with its terms subject to (a) applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect and (b) limitations on the enforcement of equitable remedies.

3.3 Organization and Good Standing. Purchaser is a ~~corporation~~limited liability company duly organized, validly existing and in good standing under the laws of the State of ~~California~~Delaware, is or will be duly authorized to transact business in the State of California, and has full power and authority to own, operate and lease its properties and to carry on its business as now conducted.

3.4 No Violation. Except as set forth in **Schedule 3.4**, neither the execution and delivery by Purchaser of this Agreement nor the consummation of the transactions contemplated hereby nor compliance with any of the material provisions hereof by Purchaser will (a) violate, conflict with or result in a breach of any material provision of the Articles of Incorporation, Bylaws or other organizational documents of Purchaser or any contract, lease or other instrument by which Purchaser is bound; (b) require any approval or consent of, or filing with, any governmental agency or authority, (c) violate any law, rule, regulation, or ordinance to which Purchaser is or may be subject, (d) violate any judgment, order or decree of any court or other governmental agency or authority to which Purchaser is subject.

3.5 Brokers and Finders. Neither Purchaser nor any affiliate thereof nor any officer or director thereof has engaged any finder or broker in connection with the transactions contemplated hereunder.

3.6 Representations of Sellers. Purchaser acknowledges that it is purchasing the Assets on an "AS IS, WHERE IS" basis (as more particularly described in Section 1.14), and that Purchaser is not relying on any representation or warranty (expressed or implied, oral or otherwise) made on behalf of either Seller other than as expressly set forth in this Agreement. Purchaser

further acknowledges that neither Seller is making any representations or warranties herein relating to the Assets or the operation of the Hospital on and after the Effective Time.

3.7 Legal Proceedings. Except as described on **Schedule 3.7**, there are no claims, proceedings or investigations pending or, to the best knowledge of Purchaser, threatened relating to or affecting Purchaser or any affiliate of Purchaser before any court or governmental body (whether judicial, executive or administrative) in which an adverse determination would materially adversely affect the properties, business condition (financial or otherwise) of Purchaser or any affiliate of Purchaser or which would adversely affect Purchaser's ability to consummate the transactions contemplated hereby. Neither Purchaser nor any affiliate of Purchaser is subject to any judgment, order, decree or other governmental restriction specifically (as distinct from generically) applicable to Purchaser or any affiliate of Purchaser which materially adversely affects the condition (financial or otherwise), operations or business of Purchaser or any affiliate of Purchaser or which would adversely affect Purchaser's ability to consummate the transactions contemplated hereby.

3.8 No Knowledge of a Seller's Breach. Neither Purchaser nor any of its affiliates has knowledge of any breach of any representation or warranty by either Seller or of any other condition or circumstance that would give Purchaser a right to terminate this Agreement pursuant to Section 9.1(c). ~~If information comes to Purchaser's attention on or before the Closing Date (whether through a Seller or otherwise and whether before or after the Signing Date) which indicates that Sellers have breached any of its representations and warranties under this Agreement, then the effect shall be as if the representations and warranties had been modified in this Agreement in accordance with the actual state of facts existing prior to the Effective Time such that there will be no breach under Sellers' representations and warranties in relation to such information; *provided, however*, that Purchaser must immediately notify Sellers if any such breach comes to its attention on or before the Closing Date, and Purchaser's failure to so notify Sellers shall constitute a waiver by Purchaser of Sellers' breach, if any, of any representation or warranty. If any such information comes to Purchaser's attention on or before the Closing Date (whether through a Seller or otherwise, including through updated schedules, and whether before or after the Signing Date) that would give Purchaser a right to terminate this Agreement pursuant to Section 9.1(c), Purchaser must immediately notify Sellers if any such information comes to its attention on or before the Closing Date, and Purchaser's failure to so notify Sellers shall constitute a waiver of such right in relation to the relevant breach.~~

3.9 Ability to Perform. Purchaser has or will have the ability to obtain funds in cash in amounts equal to the Purchase Price by means of credit facilities or otherwise and will at the Closing have immediately available funds in cash, which are sufficient to pay the Purchase Price and to pay any other amounts payable pursuant to this Agreement and to consummate the transactions contemplated by this Agreement.

3.10 Purchaser Knowledge. References in this Agreement to "Purchaser's knowledge" or "the knowledge of Purchaser" means the actual knowledge of the Chief Executive Officer, Chief Financial Officer or Chief Operating Officer of Purchaser, ~~without independent research. No constructive or imputed knowledge shall be attributed to any such individual by virtue of any position held, relationship to any other Person or for any other reason~~facts which the Chief Executive Officer or Chief Financial Officer reasonably should have known, information in such

individual's written and electronic communications, and information set forth in the minutes of the governing body of the Purchaser.

~~———~~3.11 Investigation. Purchaser has been afforded reasonable access to, and has been provided adequate time to review, the books, records, information, operations, facilities and personnel of each Seller and the Hospital for purposes of conducting a due diligence investigation of each Seller and the Hospital. Purchaser has conducted a reasonable due diligence investigation of each Seller and the Hospital and has received satisfactory answers to all inquiries it has made respecting each Seller and the Hospital and has received all information it considers necessary to make an informed business evaluation of each Seller and the Hospital. ~~In connection with its due diligence investigation of each Seller and the Hospital, Purchaser has not relied upon any books, records, information, operations, facilities and personnel provided by either Seller, including in making its determination to enter into this Agreement and/or consummate the transactions contemplated hereby.~~

ARTICLE 4

COVENANTS OF SELLERS

4.1 Access and Information; Inspections.

4.1.1 Access and Information; Inspections. From the ~~Signing~~Effective Date through the ~~Effective Time~~date that is three (3) days before the Closing Date, (a) ~~each Seller~~Sellers shall afford to the officers and agents of Purchaser (which shall include accountants, attorneys, bankers and other consultants and authorized agents of Purchaser) ~~reasonable~~reasonably full and complete access during normal business hours ~~at Seller's corporate headquarters in El Segundo, California to,~~to and the right to inspect~~,~~ the plants, properties, books, accounts, records and all other relevant documents and information with respect to the assets, liabilities and business of the ~~Hospital of such Seller and the plant and property of the Hospital of such Seller at the Hospital of such Seller~~Hospitals and (b) ~~each Seller~~Sellers shall furnish Purchaser with such additional financial and operating data and other information in ~~such~~ Seller's possession as to businesses and properties of the ~~Hospital of such Seller~~Hospitals as Purchaser or its representatives may from time to time reasonably request~~;~~, without regard to where such information may be located; *provided, however*, that ~~such Seller is not obligated to disclose information which is proprietary to such Seller and would not be essential to the ongoing operation of the Hospital of such Seller by Purchaser; *provided, further*, that~~ all disclosures of information shall be consistent with the confidentiality, agreements and any other non-disclosure agreements entered into (or to be entered into) among Purchaser, its representatives and ~~such Seller~~Sellers. Purchaser's right of access and inspection shall be exercised on twenty-four (24) hours' notice Monday through Friday and in such a manner as not to interfere unreasonably with the operations of ~~any Seller or the Hospital.~~the Hospitals. Such access may include consultations with the personnel of Seller; *provided, however*, that Purchaser shall not consult with or contact in any manner any employee at the Hospital without Seller's prior written consent (which consent may only be given by _____ or another designee). Further, Purchaser may undertake commercially reasonable environmental, mechanical and structural surveys of the Hospitals and the Owned Real Property, provided however, that Purchaser may not conduct invasive environmental, health or safety inspections of the Owned Real Property or Assets, including any sampling or testing of soils, surface water, groundwater, ambient

air, or improvements at, or under the Owned Real Property or Assets, without the Sellers' specific written consent which will not be unreasonably withheld. Purchaser agrees that it will repair any and all damage caused by its investigations and inspections and restore the condition of the Owned Real Property and Assets to what it was prior to each such investigation and inspection. All access and inspection activities contemplated by this Section 4.1 shall be subject to twenty-four (24) hours' notice Monday through Friday and the prior reasonable approval of Sellers (which approval may only be granted by _____ or another designee) and all disclosures of information shall be consistent with the confidentiality agreements and any other non-disclosure agreements entered into (or to be entered into) among Purchaser, its representatives and Sellers (including affiliates of Sellers).

4.1.2 Notwithstanding anything contained herein, ~~neither Seller~~Sellers shall not be required to provide Purchaser or its representatives or agents access to or disclose information where such access or disclosure would violate the rights of its patients, jeopardize the attorney-client or similar privilege with respect to such information or contravene any law, judgment, fiduciary duty or contract entered into prior to or on the date of this Agreement with respect to such information.

4.2 Cooperation.

4.2.1 Each Seller shall reasonably cooperate with Purchaser and its authorized representatives and attorneys: (a) in Purchaser's efforts to obtain all consents, approvals, authorizations, clearances and licenses required to carry out the transactions contemplated by this Agreement (including, without limitation, those of governmental and regulatory authorities) or which Purchaser reasonably deems necessary or appropriate, (b) in the preparation of any document or other material which may be required by any governmental agency as a predicate to or result of the transactions contemplated in this Agreement, and (c) in Purchaser's efforts to effectuate the assignment of Assumed Contracts to Purchaser as of the Closing Date. Except as may be otherwise be provided for in this Agreement or requested by a Seller in order to comply with applicable law or regulatory guidance, notwithstanding anything contained herein, other than Bankruptcy Court orders and authorizations, it shall be Purchaser's sole responsibility (including payment of any fees, expenses, filings costs or other amounts) to obtain the Contract and Lease Consents, as well as all governmental consents, approvals, assignments, authorizations, clearances and licenses required to (x) carry out the transactions contemplated by this Agreement, including but not limited to medical licenses and/or (y) transfer any of the Assets, including any Licenses. To the extent Purchaser needs certain information and data which is in the possession of a Seller in order for Purchaser to complete Purchaser's license and permit approval applications, Purchaser shall receive, upon request, reasonable assistance from such Seller in connection with the provision of such information.

4.2.2 Notwithstanding any provision to the contrary contained in this Agreement, neither Seller shall be obligated to obtain the approval or consent to the assignment, to Purchaser, of any Assumed Contracts or Assumed Leases, from any party to any of the Assumed Contracts or Assumed Leases even if any such contract or lease states that it is not assignable without such party's consent.

4.3 Conduct of Business. On and after the Signing Date and prior to the Effective Time, and except as otherwise consented to or approved by an authorized officer of Purchaser, required by this Agreement, each Seller shall, with respect to the operation of the Hospitals:

(a) carry on its businesses with respect to the operation of the Hospitals in substantially the same manner as presently conducted and not make any material adverse change in operations, finance, accounting policies (unless Seller is required to adopt such changes under generally accepted accounting principles), or real or personal property;

(b) maintain the Hospitals and all parts thereof and all other Assets in operating condition in a manner consistent with past practices, ordinary wear and tear excepted, inclusive of substitutions and retirements in the ordinary course of business;

(c) keep in full force and effect present insurance policies or other comparable self-insurance; and

(d) use its commercially reasonable efforts to maintain and preserve its respective business organizations and its respective relationships with physicians, suppliers, customers and others having business relationships with the Hospitals.

4.4 Negative Covenants. From the Effective Date until the Effective Time, with respect to the operation of the Hospitals, each Seller shall not, without the prior written consent of Purchaser:

(a) except as provided in **Schedule 4.4(a)**, increase compensation payable or to become payable or make any bonus payment to or otherwise enter into one or more bonus agreements with any employee, except in the ordinary course of business in accordance with Sellers' customary personnel policies;

(b) except as provided in **Schedule 4.4(b)**, enter into any employment or severance agreement with any employee;

(c) except as provided in **Schedule 4.4(c)**, increase compensation payable or to become payable or otherwise enter into any bonus agreement with any member of Seller's management team;

(d) acquire (whether by purchase or lease) or sell, assign, lease, or otherwise transfer or dispose of any property, plant or equipment, except in the ordinary course of business consistent with historical practices; or

(e) materially reduce Inventory except in the ordinary course of business.

For purposes of this Section 4.4, a Seller shall be deemed to have obtained Purchaser's prior written consent to undertake the actions otherwise prohibited by this Section 4.4 if such Seller gives Purchaser written notice of a proposed action and Seller does not receive from Purchaser a written notice of objection to such action within five (5) business days after Purchaser receives such Seller's written notice. Notwithstanding any provision to the contrary contained in this Agreement, neither Section 4.3 nor this Section 4.4 shall be construed to prohibit Sellers from

engaging in any act which Sellers reasonably believe is necessary to preserve and protect the condition or continued operations of the Hospitals, its contractual obligations or the requirements of governmental or regulatory authorities. Sellers shall give Purchaser prompt written notice subsequent to taking any act described in the immediately preceding sentence.

4.5 Additional Financial Information. Within thirty (30) calendar days following the end of each calendar month prior to Closing, Sellers shall deliver to Purchaser complete copies of the unaudited balance sheet and related unaudited statements of income relating to Seller with for each month then ended, together with corresponding year-to-date amounts, which presentation shall be consistent with the provisions of Seller's financial statements.

4.6 Seller's Efforts to Close. Each Seller shall use its commercially reasonable efforts to satisfy all of the conditions precedent set forth in Article 7 and Article 8 to its or Purchaser's obligations under this Agreement to the extent that such Seller's action or inaction can control or influence the satisfaction of such conditions.

4.7 Title Matters. No later than thirty (30) days prior to the Closing Date, Purchaser shall obtain (a) a preliminary binder or title commitment(s) (the "*Title Commitment*") sufficient for the issuance of an ALTA Extended Coverage Owner's Title Insurance Policy with respect to the Owned Real Property (the "*Owner's Title Policy*") issued by First American Title Insurance Company (the "*Title Company*"), together with true, correct and legible (or, if not legible, the best available) copies of all instruments referred to therein as conditions or exceptions to title (the "*Title Instruments*"), and (b) an ALTA survey or surveys of the Owned Real Property complying with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys for the Owned Real Property in a form reasonably acceptable to Purchaser and the Title Company (the "*Surveys*"). Section 12.12 shall govern which party or parties hereto shall bear the costs and expenses of the Title Commitment, the Title Policy and the Surveys. At the Closing, each Seller Party that is transferring Real Property to Purchaser shall deliver to the Title Company an owner's affidavit of title (the "*Owner's Affidavit*") in a form reasonably acceptable to Purchaser and the Title Company.

4.8 Termination of Hospital Employees. Upon the Effective Time, the Seller's Employees shall cease to be employees of Seller, and shall be removed from such entities' respective payrolls.

4.9 Termination Cost Reports. Seller shall file all Medicare, Medicaid, TRICARE, Blue Cross and any other termination cost reports required to be filed as a result of the consummation of (a) the transfer of the Assets to Purchaser and (b) the transactions contemplated by this Agreement. Purchaser shall permit Sellers access to all the Hospitals' books and records to prepare such reports and shall assist Seller in the process of preparing, filing, and reviewing the termination cost reports. All such termination cost reports shall be filed by Seller in a manner that is consistent with current laws, rules and regulations. Seller shall be responsible for filing governmental cost reports for the periods prior to the Closing Date. Purchaser shall be responsible for its own cost report filings relating to the Hospitals beginning on the day immediately following the Closing Date.

4.10 HSR Filing. Purchaser and each Seller will as promptly as practicable, and in any event no later than five business days after the date of the Sale Order, file with the Federal Trade

Commission and the Department of Justice the notification and report forms required for the transactions contemplated hereby and any supplemental information that may be reasonably requested in connection therewith pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), which notification and report forms and supplemental information will comply in all material respects with the requirements of the HSR Act. Sellers shall pay all filing fees required with respect to the notification, report and other requirements of the HSR Act. Each of Purchaser and Sellers shall furnish to the other such information and assistance as the other shall reasonably requires in connection with the preparation and submission to, or agency proceedings by, any governmental authority under the HSR Act, and each of Purchaser and Sellers shall keep the other promptly apprised of any communications with, and inquires or requests for information from, such governmental authorities.

4.11 Conduct Pending Closing. Prior to consummation of the transactions contemplated hereby or the termination or expiration of this Agreement pursuant to its terms, unless Purchaser shall otherwise consent in writing, Sellers shall not take any action or fail or omit to take any action which would cause any of Purchaser's representations and warranties set forth in Article II to be inaccurate or untrue as of the Closing.

4.3 Other Bidders. Purchaser expressly acknowledges and agrees that each Seller has an obligation to seek out and determine the best and highest offer reasonably available for such Seller's assets in accordance with the Bankruptcy Code, and nothing herein shall amend, modify, alter, diminish or affect such obligation.

4.4 ~~Sellers' Efforts to Close. Each Seller shall use its reasonable commercial efforts to satisfy all of the conditions precedent set forth in ARTICLE 7 and ARTICLE 8 to its or Purchaser's obligations under this Agreement to the extent that such Seller's action or inaction can control or materially influence the satisfaction of such conditions; provided, however, that such Seller shall not be required to pay or commit to pay any amount to (or incur any obligation in favor of) any person (other than filing or application fees).~~

4.5 ~~Termination Cost Reports. Each Seller shall file all Medicare, Medi-Cal and any other termination cost reports required to be filed as a result of the consummation of (a) the transfer of the Assets of such Seller to Purchaser and (b) the transactions contemplated by this Agreement with respect to such Seller, provided that Purchaser shall fund reasonable costs and expenses of preparation, filing and audit of such reports. Purchaser shall permit each Seller access to all Hospital books and records to prepare such reports and shall assist such Seller in the process of preparing, filing, and reviewing the termination cost reports. All such termination cost reports shall be filed by the applicable Seller in a manner that is consistent with current laws, rules and regulations. Each Seller shall be responsible for filing governmental cost reports for the period through the Closing Date. Purchaser shall be responsible for its own cost report filings relating to the Hospital beginning on the day immediately following the Effective Time.~~

ARTICLE 5

COVENANTS OF PURCHASER

5.1——Purchaser's Efforts to Close. Purchaser shall use its reasonable commercial efforts to satisfy all of the conditions precedent set forth in ARTICLE 7 and ARTICLE 8 to its or Sellers' obligations under this Agreement to the extent that Purchaser's action or inaction can control or materially influence the satisfaction of such conditions.Required Governmental Approvals. Purchaser (a) shall use its best efforts to secure, as promptly as practicable before the Closing Date, all consents, approvals (or exemptions therefrom), authorizations, clearances and licenses required to be obtained from governmental and regulatory authorities in order to carry out the transactions contemplated by this Agreement and to cause all of its covenants and agreements to be performed, satisfied and fulfilled, and (b) will provide such other information and communications to governmental and regulatory authorities as either Seller or such authorities may reasonably request. Purchaser is responsible for all filings with and requests to governmental authorities necessary to enable Purchaser to operate the Hospital at and after the Effective Time. Purchaser shall, promptly, but no later than thirty (30) business days after the entry of the Sale Order or sooner if required by applicable governmental or regulatory authorities, file all applications, licensing packages and other similar documents with all applicable governmental and regulatory authorities which are a prerequisite to obtaining the material licenses, permits, authorizations and provider numbers ~~described in Section 8.1.~~. Purchaser shall be entitled, but not obligated, to obtain the Contract and Lease Consents. Purchaser shall be entitled, but not obligated, to solicit and obtain estoppel certificates from any third party to any Leased Real Property. Purchaser's failure to obtaining any or all of the ~~Contract and Lease Consents or~~ estoppel certificates as of the Closing Date shall not be a condition precedent to either party's obligation to close the transactions contemplated by this Agreement.Certain Employee Matters~~.~~

(a) Purchaser agrees to make offers of employment, effective as of the Effective Time, to substantially all persons (whether such persons are full time employees, part-time employees, on short-term or long-term disability or on leave of absence, military leave or workers compensation leave) (the "**Hospital Employees**") who, immediately prior to the Effective time are: (i) employees of ~~either~~a Seller; (ii) employees of any affiliate of either Seller which employs individuals at the Hospital and are listed on **Schedule 5.3**; or (iii) employed by an affiliate of either Seller and are listed on **Schedule 5.3**. For the avoidance of doubt, the Hospital Employees shall not include any employees of Verity Health System of California, Inc. or any other affiliate of Seller unless such individual is listed on **Schedule 5.3**. Any of the Hospital Employees who accept an offer of employment with Purchaser as of or after the Effective Time shall be referred to in this Agreement as the "Hired Employees." All employees who are Hired Employees shall cease to be employees of the applicable Seller or its affiliates as of the Closing Date.

(b) To the extent it receives credit against the Cash Purchase Price, Purchaser shall give all Hired Employees full credit for paid time off pay to such employees as of the Closing Date, ~~either~~ by (i) crediting such employees the time off reflected in the employment records of the applicable Seller and/or any of its affiliates immediately prior to the Effective Time ~~or (ii) by making full payments to such employees of the amounts which such employees would have received had they taken such paid time off~~.

(c) After the Closing Date, Purchaser's human resources department will give reasonable assistance to each Seller and its affiliates with respect to such Seller's and such Seller's affiliates' post-Closing administration of such Seller's and such Seller's affiliates' pre-Closing employee benefit plans for the Hospital Employees. Within five (5) days after the Closing Date,

Purchaser shall provide to each Seller a list of all the Hospital Employees who were offered employment by Purchaser but refused such employment along with a list of all Hired Employees (which such list Purchaser shall periodically update).

(d) ~~With respect to any collective bargaining agreements or labor contract with respect to any union employees,~~ Purchaser shall comply with the applicable laws and bankruptcy court orders relating to collective bargaining agreements or labor contracts.

(e) The provisions of this Section 5.3 are solely for the benefit of the parties to this Agreement, and no employee or former employee or any other individual associated therewith or any employee benefit plan or trustee thereof shall be regarded for any purpose as a third party beneficiary of this Agreement, and nothing herein shall be construed as an amendment to any employee benefit plan for any purpose.

~~5.6 Excluded Assets. As soon as practicable after the Closing Date, Purchaser shall deliver to each Seller or such Seller's designee any Excluded Assets of such Seller found at the Hospital on and after the Effective Time, without imposing any charge on either Seller for Purchaser's storage or holding of same on and after the Effective Time.~~

5.7 Waiver of Bulk Sales Law Compliance. Purchaser hereby waives compliance by Sellers with the requirements, if any, of Article 6 of the Uniform Commercial Code as in force in any state in which the Assets are located and all other laws applicable to bulk sales and transfers.Attorney General Filings. Promptly after entry of the Sale Order, each Seller and Purchaser shall cooperate in obtaining any required review and consent by the California Attorney General to the sale of the Purchased Assets to Purchaser in accordance with this Agreement and the Sale Order pursuant to Title 11, Chapter 15, Section 999.5 of the California Code of Regulations, including without limitation, preparing and submitting to the Attorney General a notice of the transactions contemplated by this Agreement within ten (10) calendar days after entry of the Sale Order, participating in any required Attorney General or public meetings, and negotiating any conditions proposed by the Attorney General for the consummation of such transactions. Purchaser shall not be required to accept any condition proposed by the Attorney General and the decision as to whether to accept to reject any condition proposed by the Attorney General shall be made by Purchaser in its sole and absolute discretion.

5.11 Conduct Pending Closing. Prior to consummation of the transactions contemplated hereby or the termination or expiration of this Agreement pursuant to its terms, unless Sellers shall otherwise consent in writing, Purchaser shall not take any action or fail or omit to take any action which would cause any of Purchaser's representations and warranties set forth in ~~ARTICLE 4~~Article III to be inaccurate or untrue as of the Closing.

5.13 Resale Certificate. Purchaser agrees to furnish to each Seller any resale certificate or certificates or other similar documents reasonably requested by such Seller to comply with or obtain an exemption from pertinent excise, sales and use tax laws.

5.15 ~~Cure Costs~~HSR Filing. Purchaser~~, upon assumption, shall pay the Cure Costs for~~ and each ~~Assumed Contract and Assumed Lease so that each such Assumed Contract and Assumed Lease may be assumed by the applicable~~ Seller ~~and assigned to Purchaser~~ will as promptly as

practicable, and in ~~accordance~~any event no later than five business days after the date of the Sale Order, file with the ~~provisions of section 365~~Federal Trade Commission and the Department of ~~the Bankruptcy Code. For purposes of this Agreement, "**Cure Costs**", means all amounts that must be paid~~Justice the notification and ~~all obligations that otherwise must be satisfied, including pursuant to Sections 365(b)(1)(A)~~report forms required for the transactions contemplated hereby and ~~(B) of the Bankruptcy Code~~any supplemental information that may be reasonably requested in connection ~~with the assumption and/or assignment of~~ therewith pursuant to the ~~Assumed Contracts~~Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), which notification and report forms and ~~Assumed Leases to Purchaser as provided herein.~~

5.16 ~~Operating Covenant. Purchaser shall act~~supplemental information will comply in ~~good faith and use Purchaser's commercially reasonable efforts to serve the medical needs of the Hospital's service area.~~

5.17 ~~**[HSR Filing.** Purchaser and each Seller will as promptly as practicable, and in any event no later than five business days after the date of the Sale Order, file with the Federal Trade Commission and the Department of Justice the notification and report forms required for the transactions contemplated hereby and any supplemental information that may be reasonably requested in connection therewith pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), which notification and report forms and supplemental information will comply in all material respects with the requirements of the HSR Act. **Purchaser**~~all material respects with the requirements of the HSR Act. Sellers shall pay all filing fees required with respect to the notification, report and other requirements of the HSR Act. ~~Each of Purchaser and Sellers shall furnish to the other such information and assistance as the other shall reasonably requires in connection with the preparation and submission to, or agency proceedings by, any governmental authority under the HSR Act, and each of Purchaser and Sellers shall keep the other promptly apprised of any communications with, and inquires or requests for information from, such governmental authorities.~~ Each of Purchaser and Sellers shall ~~**take**~~furnish to the other such ~~**action (including divestitures or hold separate arrangements)**~~information and assistance as ~~**may be required**~~the other shall reasonably requires in connection with the preparation and submission to, or agency proceedings by, any governmental authority ~~**in order to resolve with the minimum practicable delay**~~under the HSR Act, and each of Purchaser and Sellers shall keep the other promptly apprised of any ~~**objections**~~communications with, and inquires or requests for information from, such governmental authorities ~~**may have to the transactions contemplated by this Agreement under the HSR Act.]**~~.

ARTICLE 6

SELLERS' BANKRUPTCY AND BANKRUPTCY COURT APPROVAL

6.1 Bankruptcy Court Approval.

(a) Sellers and Purchaser acknowledge that this Agreement and the sale of the Assets and the assumption and assignment of the Assumed Contracts and Assumed Leases are subject to Bankruptcy Court approval, and that this Agreement is subject to termination in the event either Seller receives a better and higher offer for such Seller's assets in accordance with the Bankruptcy Code.

(b) Each Seller shall at the Sale Hearing exercise reasonable efforts to obtain a "Sale Order" approving this Agreement, subject to its obligations in respect of any better and higher offer for such Seller's assets in accordance with the Bankruptcy Code. ~~For purposes of this Agreement, the term "Sale Order" shall mean an order of the Bankruptcy Court authorizing the sale of the Assets (including the assumption and assignment of the Assumed Contracts and Assumed Leases) to Purchaser consistent with this Agreement and in a form reasonably satisfactory to Purchaser.~~For purposes of this Agreement, the term "**Sale Order**" shall mean an order of the Bankruptcy Court which provides for the following rulings and/or findings: (a) Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code; (b) timely, adequate, and sufficient notice of the sale was provided; (c) the Assets to be transferred to the Purchaser are property of the bankruptcy estate and Seller has all requisite authority and approval to transfer the Assets; (d) the total consideration to be realized by the Seller represents fair consideration and reasonably equivalent value in the context of any state or federal law governing the rights of creditors; (e) the conveyance and assignment of the Assets pursuant to this Agreement is a legal, valid, and effective transfer of the Assets to the Purchaser, and will vest the Purchaser with all right, title and interest of the Seller in and to the Assets free and clear of all Liens, Claims, interests and encumbrances except for those (i) liabilities to be assumed by Purchaser pursuant to this Agreement and (ii) Permitted Encumbrances, and (f) neither the Seller nor the Purchaser has engaged in any conduct that would cause or permit the Agreement, or the transfers contemplated thereby, to be avoided under Bankruptcy Code section 363(n).

~~(a) Each Seller agrees to proceed in good faith to obtain Bankruptcy Court approval of the sale contemplated herein with a determination that Purchaser is a good faith purchaser pursuant to Bankruptcy Code section 363(m) and to file such declarations and other evidence as may be required to support a finding of good faith.~~

(c) Each Seller shall seek an order from the Bankruptcy Court retaining jurisdiction over all matters relating to claims against such Seller as debtor solely in the Bankruptcy Court.

6.2——Appeal of Sale Order. In the event an appeal is taken or a stay pending appeal is requested from the Sale Order, Sellers shall immediately notify Purchaser of such appeal or stay request and shall provide to Purchaser promptly a copy of the related notice of appeal or order of stay. Sellers shall also provide Purchaser with written notice of any motion or application filed in connection with any appeal from either of such orders. In the event of an appeal of the Sale Order, Sellers shall be primarily responsible for drafting pleadings and attending hearings as necessary to defend against the appeal.

ARTICLE 7

CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS

Sellers' obligation to sell the Assets and to close the transactions as contemplated by this Agreement shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date unless specifically waived in writing by Sellers in whole or in part at or prior to the Closing:

7.1 Signing and Delivery of Instruments. Purchaser shall have executed and delivered all documents, instruments and certificates required to be executed and delivered pursuant to the provisions of this Agreement.

7.2 No Restraints. No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the transactions contemplated in this Agreement shall have been issued by any court of competent jurisdiction or any other governmental body and shall remain in effect on the Closing Date, and further, no governmental entity shall have commenced any action or suit before any court of competent jurisdiction or other governmental authority that seeks to restrain or prohibit the consummation of the transactions contemplated hereby.

7.3 Performance of Covenants. Purchaser shall have in all respects performed or complied with each and all of the obligations, covenants, agreements and conditions required to be performed or complied with by it on or prior to the Closing Date; *provided, however*, this condition will be deemed to be satisfied unless (a) Purchaser was given written notice of such failure to perform or comply and did not or could not cure such failure to perform or comply within fifteen (15) business days after receipt of such notice and (b) the respects in which such obligations, covenants, agreements and conditions have not been performed have had or would more likely than not result in a material adverse effect on the Assets

7.4 Governmental Authorizations. Purchaser shall have obtained all material licenses, permits and authorizations from governmental agencies or governmental bodies that are necessary or required for completion of the transactions contemplated by this Agreement, including reasonable assurances that any material licenses, permits and authorizations not actually issued as of the Closing will be issued following Closing (which may include oral assurances from appropriate governmental agencies or bodies).

7.5 Attorney General Approval. The California Attorney General shall have approved the transactions contemplated by this Agreement on terms and conditions and in form and substance acceptable to Purchaser in Purchaser's sole and absolute discretion.

7.6 Bankruptcy Court Approval. The Bankruptcy Court shall have entered the Sale Order.

7.7 **[HSR Act. The applicable waiting period under the HSR Act shall have expired or been earlier terminated.]**

ARTICLE 8

CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER

Purchaser's obligation to purchase the Assets and to close the transactions contemplated by this Agreement shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date unless specifically waived in writing by Purchaser in whole or in part at or prior to the Closing.

8.1——Governmental Authorizations. Purchaser shall have obtained licenses, permits and authorizations from governmental agencies or governmental bodies that are required for operation of the Hospital, except in such case where failure to obtain such license, permit or authorizations from a governmental agency or governmental body does not have a material adverse effect.

~~8.3~~8.2 Bankruptcy Court Approval. The Bankruptcy Court shall have entered the Sale Order and the Sale Order shall have become a final, non-appealable order.

~~. The Bankruptcy Court shall have entered the Sale Order and made a finding that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code.~~

8.4——Signing and Delivery of Instruments. Sellers shall have executed and delivered all documents, instruments and certificates required to be executed and delivered pursuant to all of the provisions of this Agreement.

8.6——Performance of Covenants. Sellers shall have in all material respects performed or complied with each and all of the obligations, covenants, agreements and conditions required to be performed or complied with by Sellers on or prior to the Closing Date; *provided, however*, this condition will be deemed to be satisfied unless (a) Sellers were given written notice of such failure to perform or comply and did not or could not cure such failure to perform or comply within fifteen (15) business days after receipt of such notice and (b) the respects in which such obligations, covenants, agreements and conditions have not been performed have had or would more likely than not result in a material adverse effect on the Assets.

8.8——No Restraints. No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the transactions contemplated in this Agreement shall have been issued by any court of competent jurisdiction or any governmental body and shall remain in effect on the Closing Date, and further, no governmental entity shall have commenced any action or suit before any court of competent jurisdiction or other governmental authority that seeks to restrain or prohibit the consummation of the transactions contemplated hereby.

8.10——Attorney General Approval. The California Attorney General shall have approved the transactions contemplated by this Agreement on terms and conditions and in form and substance acceptable to Purchaser in Purchaser's sole and absolute discretion.

8.12——~~[Medicare and Medi-Cal Provider Agreements. Following consultation with Purchaser, Seller shall have obtained agreements with the Medicare and Medi-Cal agencies with respect to the assumption and assignment of Seller's provider agreements with such agencies, which agreements shall be reasonably acceptable to Purchaser.]~~

8.7 ~~8.8~~ [Representations and Warranties. The representations and warranties of each Seller Party contained in this Agreement and the Disclosure Schedule will be true and correct in all material respects on and as of the date hereof and as of the Closing Date, except to the extent such representations and warranties that speak only as of an earlier date (in which case they shall be true and correct in all material respects as of such date).

8.8 Title Insurance Policy. The Title Company shall have irrevocably committed to issue the Title Policy to Purchaser covering the Owned Real Property in the amount of the full insurable value of the Owned Real Property. Such Title Policy shall show fee simple title to the Owned Real Property vested in Purchaser, subject only to the Permitted Exceptions. The failure to obtain the Title Policy in a form required by Purchaser shall not be a breach of any obligation of Seller under this Agreement.

8.9 Settlement Agreements. SFMC and SVMC shall have entered into settlement agreements with CMS and Medi-Cal which resolves any liabilities for cost report years prior to Closing that have been the subject of an audit and provide for the assignment of their Medicare and Medi-Cal Provider Agreements to Purchaser or its assignees without any obligation in the part of Purchaser or its assignees to assume liability for cost report years covered by the settlement.

~~8.13~~8.10 HSR Act. **The applicable waiting period under the HSR Act shall have expired or been earlier terminated.]**

ARTICLE 9

TERMINATION

9.1 Termination. This Agreement may be terminated at any time prior to Closing:

(a) by the mutual written consent of the parties;

(b) by Sellers if a material breach of this Agreement has been committed by Purchaser and such breach has not been (i) waived in writing by Sellers or (ii) cured by Purchaser to the reasonable satisfaction of Sellers within fifteen (15) business days after service by Sellers upon Purchaser of a written notice which describes the nature of such breach; *provided, however*, Sellers shall not be permitted to terminate this Agreement pursuant to this Section 9.1(b) if Sellers are also in material breach of this Agreement;

(c) by Purchaser if a material breach of this Agreement has been committed by Sellers and such breach has not been (i) waived in writing by Purchaser or (ii) cured by Sellers to the reasonable satisfaction of Purchaser within fifteen (15) business days after service by Purchaser upon Sellers of a written notice which describes the nature of such breach; *provided, however*, Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 9.1(c) if Purchaser is also in material breach of this Agreement;

(d) ~~by Purchaser~~by Purchaser or Sellers, upon the delivery of a Casualty Termination Notice in accordance with Section 1.11

~~(d)~~(e) by Purchaser if any of the conditions in ARTICLE 8 have not been satisfied as of _____, or if satisfaction of any condition in ARTICLE 8 is or becomes impossible and Purchaser has not waived such condition in writing (provided that the failure to satisfy the applicable condition or conditions has occurred by reason other than (i) through the failure of Purchaser to comply with its obligations under this Agreement or (ii) Sellers' failure to provide their closing deliveries on the Closing Date as a result of Purchaser not being ready, willing and able to close the transaction on the Closing Date);

~~(e)~~(f) by Sellers if any of the conditions in ARTICLE 7 have not been satisfied as of _____, or if satisfaction of any such condition in ARTICLE 7 is or becomes impossible and Sellers have not waived such condition in writing on or before _____ (provided that the failure to satisfy the applicable condition or conditions has occurred by reason other than (i) through the failure of Sellers to comply with their obligations under this Agreement or (ii) Purchaser's failure to provide its closing deliveries on the Closing Date as a result of Sellers not being ready, willing and able to close the transaction on the Closing Date);

~~(f)~~(g) by either Purchaser or Sellers if the Bankruptcy Court enters an order dismissing the Bankruptcy Case or fails to approve the sale of the Assets to Purchaser; or

~~(g)~~(h) by Sellers if, in connection with the Bankruptcy Case, either Seller receives a better and higher offer for such Seller's assets in accordance with the Bankruptcy Code;

~~(h)~~(i) by either Purchaser or Sellers if the Closing has not occurred (other than through the failure of any party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before _____ (the "**Termination Date**"). The Termination Date may be extended to _____ by mutual consent of the Sellers and Purchaser.

9.2 Termination Consequences. If this Agreement is terminated pursuant to Section 9.1: (a) all further obligations of the parties under this Agreement shall terminate, provided that the provisions of ARTICLE 12, shall survive, and (b) each party shall pay the costs and expenses incurred by it in connection with this Agreement; provided, in the case of any termination based on Sections 9.1(b) or (c), the consequences of such termination shall be determined in accordance with ~~ARTICLE 11 hereof.~~hereof. Each Party acknowledges that the agreements contained in this Section 9.2 are an integral part of the transactions contemplated by this Agreement, that without these agreements such Party would not have entered into this Agreement.

ARTICLE 10

POST-CLOSING MATTERS

10.1—Excluded Assets.

~~10.2~~10.1 ~~Subject to Section 10.2 hereof, any~~. Any Excluded Asset (or proceeds thereof) (a) pursuant to the terms of this Agreement, (b) as otherwise determined by the parties' mutual written agreement or (c) absent such agreement, as determined by adjudication by the Bankruptcy Court, which comes into the possession, custody or control of Purchaser (or its respective successors-in-interest, assigns or affiliates) shall, within five (5) business days following receipt, be transferred, assigned or conveyed by Purchaser (and its respective successors-in-interest, assigns and affiliates) to the applicable Seller. Purchaser (and its respective successors-in-interest, assigns and affiliates) shall have neither the right to offset amounts payable to either Seller under this Section ~~10.1~~10.1 against, nor the right to contest its obligation to transfer, assign and convey to either Seller because of, outstanding claims, liabilities or obligations asserted by Purchaser against either Seller. If Purchaser does not remit any monies included in the

Excluded Assets (or proceeds thereof) to the applicable Seller in accordance with the first sentence of this Section ~~10.1~~,10.1, such withheld funds shall bear interest at the Prime Rate in effect on the calendar day upon which such payment was required to be made to Seller (the "**Excluded Asset Due Date**") plus five percent (5%) (or the maximum rate allowed by law, whichever is less), such interest accruing on each calendar day after the Excluded Asset Due Date until payment of the Excluded Assets and all interest thereon is made to the applicable Seller.

10.2 Sellers' Receipt of Misdirected Payments and Possession of Assets

(a) To the extent there are any funds forwarded to Sellers (or any of its affiliates) by any third parties, which funds are paid in respect of the performance of services by or on behalf of the Hospital, Sellers shall remit such misdirected funds to Purchaser within five (5) business days after receipt thereof, to an account designated by Purchaser.

(b) To the extent Sellers are in possession of any of the Assets after the Effective Time, Sellers shall deliver such Assets to Purchaser within five (5) business days after Seller determines that it is improperly in its possession.

10.3—Preservation and Access to Records After the Closing.

(a) From the Closing Date until seven (7) years after the Closing Date or such longer period as required by law (the "**Document Retention Period**"), Purchaser shall keep and preserve all medical records, patient records, medical staff records and other books and records which are among the Assets as of the Effective Time, but excluding any records which are among the Excluded Assets. Purchaser will afford to the representatives of Sellers, any of their affiliates, the Official Committee of the Unsecured Creditors of the Sellers, Sellers' estate representative or any liquidating trustee of the Sellers' bankruptcy estate ("**Seller Parties**"), including their counsel and accountants, full and complete access to, and copies (including, without limitation, color laser copies) of, such records with respect to time periods prior to the Effective Time (including, without limitation, access to records of patients treated at the Hospital prior to the Effective Time) during normal business hours after the Effective Time, to the extent reasonably needed by any Seller Party for any lawful purpose. Purchaser acknowledges that, as a result of entering into this Agreement and operating the Hospital, it will gain access to patient records and other information which are subject to rules and regulations concerning confidentiality. Purchaser shall abide by any such rules and regulations relating to the confidential information it acquires. Purchaser shall maintain the patient and medical staff records at the Hospital in accordance with applicable law and the requirements of relevant insurance carriers. After the expiration of the Document Retention Period, if Purchaser intends to destroy or otherwise dispose of any of the documents described in this Section 10.3(a), Purchaser shall provide written notice to Sellers of Purchaser's intention no later than forty-five (45) calendar days prior to the date of such intended destruction or disposal. Any of the Seller Parties shall have the right, at its sole cost, to take possession of such documents during such forty-five (45) calendar day period. If any of the Seller Parties does not take possession of such documents during such forty-five (45) calendar day period, Purchaser shall be free to destroy or otherwise dispose of such documentation upon the expiration of such forty-five (45) calendar day period.

(b) Provided that Purchaser shall not incur any out of pocket costs, Purchaser shall give full cooperation to the Seller Parties and their insurance carriers in connection with the administration of Sellers' estate, including, without limitation, in connection with all claims, actions, causes of action or audits relating to the Excluded Assets, Excluded Liabilities or pre-Closing operation of the Sellers or the Hospital that any Seller Party may elect to pursue, dispute or defend, in respect of events occurring prior to the Effective Time with respect to the operation of the Hospital. Such cooperation shall include, without limitation, making the Hired Employees available for interviews, depositions, hearings and trials and other assistance in connection with the administration of Sellers' estate and such cooperation shall also include making all of its employees available to assist in the securing and giving of evidence and in obtaining the presence and cooperation of witnesses (all of which shall be done without payment of any fees or expenses to Purchaser or to such employees); provided that Purchaser shall not be required to incur any out of pocket costs in association therewith. In addition, Sellers and their affiliates shall be entitled to remove from the Hospital originals of any such records, but only for purposes of pending litigation involving the persons to whom such records refer, as certified in writing prior to removal by counsel retained by Sellers or any of their affiliates in connection with such litigation. Any records so removed from the Hospital shall be promptly returned to Purchaser following Sellers' or their applicable affiliate's use of such records.

(c) In connection with (i) the transition of the ~~Hospital~~Hospitals pursuant to the transaction contemplated by this Agreement, (ii) Sellers' rights to the Excluded Assets, (iii) in connection with any claim, audit, or proceeding, including, without limitation, any tax claim, audit, or proceeding and (iv) the Sellers' obligations under the Excluded Liabilities, Purchaser shall after the Effective Time give Sellers access during normal business hours to Purchaser's books, personnel, accounts and records and all other relevant documents and information with respect to the assets, liabilities and business of the Hospital as representatives of Sellers and their affiliates may from time to time reasonably request, all in such manner as not to unreasonably interfere with the operations of the Hospital.

(d) Purchaser and its representatives shall be given access by Sellers during normal business hours to the extent reasonably needed by Purchaser for business purposes to all documents, records, correspondence, work papers and other documents retained by Sellers pertaining to any of the Assets prior to the Effective Time (excluding confidential employee information, privileged materials and patient records), all in such manner as to not interfere unreasonably with Sellers. Such documents and other materials shall be, at Sellers' option, either (i) copied by Sellers for Purchaser at Purchaser's expense, or (ii) removed by Purchaser from the premises, copied by Purchaser and promptly returned to Sellers.

(e) Purchaser shall comply with, and be solely responsible for, all obligations under the Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 with respect to the operation of the Hospital on and after the Effective Time.

(f) Purchaser shall cooperate with Sellers, on a timely basis and as reasonably requested by Sellers, in connection with the provision of all data of the Hospital and other information required by Sellers for reporting to HFAP for the remainder of the quarterly period in which the Closing has occurred.

(g) To the maximum extent permitted by law, if any Person requests or demands, by subpoena or otherwise, any documents relating to the Excluded Liabilities or Excluded Assets, including without limitation, documents relating to the operations of any of the Hospital or any of the Hospital's committees prior to the Effective Time, prior to any disclosure of such documents, Purchaser shall notify Sellers and shall provide Sellers with the opportunity to object to, and otherwise coordinate with respect to, such request or demand.

(h) **[Provision of Benefits of Certain Contracts. Notwithstanding anything contained herein to the contrary, this Agreement shall not constitute an agreement to assign any Assumed Contract or Assumed Lease, if, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, an attempted assignment thereof, without the consent of the third party thereto, would constitute a breach thereof or in any way negatively affect the rights of Sellers or Purchaser, as the assignee of such Assumed Contract or Assumed Lease, as the case may be, thereunder. If, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, such consent or approval is required but not obtained, Sellers will cooperate with Purchaser in any reasonable arrangement designed to both (a) provide Purchaser with the benefits of or under any such Assumed Contract or Assumed Lease, and (b) cause Purchaser to bear all costs and obligations of or under any such Assumed Contract or Assumed Lease. Further, notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Account Receivable the assignment of which is either prohibited by law or by the terms of any contract with a payor without the consent of such payor. Any payments received by Sellers after the Closing Date from patients, payors, clients, customers, or others who are the obligors on Accounts Receivables transferred to Purchaser as a part of the Assets on the Closing Date shall be paid over to Purchaser within ten (10) business days after receipt by Seller.]**

10.5—Closing of Financials. Provided that Purchaser shall not incur any out of pocket costs, Purchaser shall cause the individual acting as the chief financial officer of the Hospital after the Effective Time (the "**Post-Effective Time CFO**") to cooperate with Sellers' representatives in order to complete the standardized closing of Sellers' financial records through the Closing Date including, without limitation, the closing of general ledger account reconciliations (collectively, the "**Closing of Financials**"). Purchaser shall cause the Post-Effective Time CFO to use his or her good faith efforts to cooperate with Sellers' representatives in order to complete the Closing of Financials by no later than the date which is thirty (30) calendar days after the Closing Date. The Post-Effective Time CFO and other appropriate personnel shall be reasonably available to Sellers for a period of no less than one hundred eighty (180) calendar days after the Closing Date to assist Sellers in the completion of Sellers' post-Closing audit, such assistance not to interfere unreasonably with such Post-Effective Time CFO's other duties.

10.7—Medical Staff. To ensure continuity of care in the community, Purchaser agrees that the Hospital's medical staff members in good standing as of the Effective Time shall maintain medical staff privileges at the Hospital as of the Effective Time. On and after the Effective Time, the medical staff will be subject to the Hospital's Medical Staff Bylaws then currently in effect, provided that such Bylaws are in compliance with all applicable laws and regulations and contain customary obligations and subject to any changes made in accordance with applicable law.

ARTICLE 11

~~DEFAULT,~~ TAXES AND COST REPORTS

~~11.1 Purchaser Default. If Purchaser commits any material default under this Agreement, Sellers shall be entitled to retain the Deposit, and Sellers may, in addition thereto, pursue any rights or remedies that Sellers may have under this Agreement or applicable law, including the right to sue for damages or specific performance.~~

~~11.2 Seller Default. If Sellers commit any material default under this Agreement, Purchaser shall have the right to demand and receive a refund of the Deposit, and Purchaser may, in addition thereto, pursue any rights or remedies that Purchaser may have under applicable law, including the right to sue for damages or specific performance.~~

11.3~~11.1~~ Tax Matters; Allocation of Purchase Price.

(a) After the Closing Date, the parties shall cooperate fully with each other and shall make available to each other, as reasonably requested, all information, records or documents relating to tax liabilities or potential tax liabilities attributable to Sellers with respect to the operation of the ~~Hospital~~Hospitals for all periods prior to the Effective Time and shall preserve all such information, records and documents at least until the expiration of any applicable statute of limitations or extensions thereof. The parties shall also make available to each other to the extent reasonably required, and at the reasonable cost of the requesting party (for out-of-pocket costs and expenses only), personnel responsible for preparing or maintaining information, records and documents in connection with tax matters and as Sellers reasonably may request in connection with the completion of any post-Closing audits of the Hospital.

(b) Within ~~20~~90 days after the Signing Date, Purchaser shall deliver to Sellers for Sellers' review a schedule setting forth the allocation of the Purchase Price (including any liabilities that are considered to be an increase to the Purchase Price for United States federal income Tax purposes) among the Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (such schedule, as may be amended as contemplated below in this Section 11.1(b), the "**Allocation Schedule**"). The Allocation Schedule shall be deemed final and binding upon the parties upon Sellers' approval thereof. The parties shall cooperate in good faith to finalize the Allocation Schedule within 10 days after delivery of the initial draft of the schedule by Purchaser to Sellers. If within such 10 day period (or such other period as the parties may agree), the parties are unable to reach agreement on a final Allocation Schedule, the parties shall have no further obligations under this Section 11.1(b). If the parties are able to agree on an Allocation Schedule, the parties shall refrain from taking any position that is inconsistent with the Allocation Schedule.

11.4~~11.2~~ Cost Report Matters.

(a) ~~Consistent with Section 4.5,~~ Sellers shall, at ~~Purchaser's~~Seller's expense, prepare and timely file all cost reports relating to the periods ending prior to the Effective Time or required as a result of the consummation of the transactions described in this Agreement,

including, without limitation, those relating to Medicare, Medicaid, and other third party payors which settle on a cost report basis (the "**Seller Cost Reports**").

(b) Upon reasonable notice and during normal business office hours, Purchaser will cooperate reasonably with Sellers in regard to Sellers' preparation and filing of the Seller Cost Reports. Such cooperation shall include, at no cost to Sellers, obtaining access to files at the Hospital and Purchaser's provision to Sellers of data and statistics, and the coordination with Sellers pursuant to reasonable notice of Medicare and Medicaid exit conferences or meetings. Sellers shall have no obligations after the Effective Time with respect to Seller Cost Reports except for preparation and filing thereof.

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.1 Further Assurances and Cooperation. Sellers shall execute, acknowledge and deliver to Purchaser any and all other assignments, consents, approvals, conveyances, assurances, documents and instruments reasonably requested by Purchaser at any time and shall take any and all other actions reasonably requested by Purchaser at any time for the purpose of more effectively assigning, transferring, granting, conveying and confirming to Purchaser, the Assets. After consummation of the transaction contemplated in this Agreement, the parties agree to cooperate with each other and take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement, the documents referred to in this Agreement and the transactions contemplated hereby.

12.2 Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto; *provided, however,* that no party hereto may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other parties. Notwithstanding the foregoing, Purchaser may assign its rights under this Agreement to any of its subsidiaries and Purchaser may assign its rights under this Agreement to a real estate investment trust in connection with sale/leaseback financing.

12.3 Governing Law; Venue. This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of California (without giving effect to the principles of conflicts of laws thereof), except to the extent that the laws of such State are superseded by the Bankruptcy Code or other applicable federal law. For so long as Sellers are subject to the jurisdiction of the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. The parties hereby consent to the jurisdiction of such court and waive their right to challenge any proceeding involving or relating to this Agreement on the basis of lack of jurisdiction over the Person or forum non conveniens.

12.4 Amendments. This Agreement may not be amended other than by written instrument signed by the parties hereto.

12.5 Exhibits, Schedules and Disclosure Schedule. The Disclosure Schedule and all exhibits and schedules referred to in this Agreement shall be attached hereto and are incorporated by reference herein. From the Signing Date until the Closing, the parties agree that Sellers may update the Disclosure Schedule as necessary upon written notice to Purchaser, and the applicable representation and warranty shall thereafter be deemed amended for all purposes by such updated Disclosure Schedule. Notwithstanding the foregoing, should any exhibit or schedule not be completed and attached hereto as of the Signing Date, Sellers and Purchaser shall promptly negotiate in good faith any such exhibit or schedule, which exhibit or schedule must be acceptable to each of Sellers and Purchaser in their reasonable discretion prior to being attached hereto. Any matter disclosed in this Agreement or in the Disclosure Schedule with reference to any Section of this Agreement shall be deemed a disclosure in respect of all sections to which such disclosure may apply. The headings, if any, of the individual sections of the Disclosure Schedule are provided for convenience only and are not intended to affect the construction or interpretation of this Agreement. The Disclosure Schedule is arranged in sections and paragraphs corresponding to the numbered and lettered sections and paragraphs of Article III merely for convenience, and the disclosure of an item in one section of the Disclosure Schedule as an exception to a particular representation or warranty shall be deemed adequately disclosed as an exception with respect to all other representations or warranties to the extent that the relevance of such item to such representations or warranties is reasonably apparent on the face of such disclosure, notwithstanding the presence or absence of an appropriate section of the Disclosure Schedule with respect to such other representations or warranties or an appropriate cross reference thereto.

12.6 Notices. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by telegraphic or other electronic means (including facsimile) or overnight courier, or five (5) calendar days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

If to Sellers:	Verity Health System of California, Inc. 2040 East Mariposa St. El Segundo, CA 90245 Attention: Rich Adcock, CEO Telephone: 424-367-0630 Facsimile: _____
With a copies to: (which copies shall not constitute notice)	Dentons US LLP 601 South Figueroa St., Suite 2500 Los Angeles, CA 90017-5704 Attention: Samuel R. Maizel, Esq. Telephone: 213-892-2910 Facsimile: 213-623-9924
If to Purchaser:	Alecto Healthcare Services LLC 16310 Bake Parkway, Suite 200

Irvine, California 92618
Attention: Lex Reddy, CEO
Telephone: 949-783-3283
Facsimile: 949-783-3987

With a copy to:
(which copies shall not constitute notice)
Law Offices of Michael J. Sarrao
16310 Bake Parkway, Suite 200
Irvine, California 92618
Attention: Michael J. Sarrao, Esq.
Telephone: (949) 783-3976
Facsimile: (949) 878-9458

or at such other address as one party may designate by notice hereunder to the other parties.

12.7 Headings. The section and other headings contained in this Agreement and in the Disclosure Schedule, exhibits and schedules to this Agreement are included for the purpose of convenient reference only and shall not restrict, amplify, modify or otherwise affect in any way the meaning or interpretation of this Agreement or the Disclosure Schedule, exhibits and schedules hereto.

12.8 Publicity. Prior to the Closing Date, Sellers and Purchaser shall consult with each other as to the form and substance of any press release or other public disclosure materially related to this Agreement or any other transaction contemplated hereby and each shall have the right to review and comment on the other's press releases prior to issuance; *provided, however*, that nothing in this Section 12.8 shall be deemed to prohibit either Sellers or Purchaser from making any disclosure that its counsel deems necessary or advisable in order to satisfy either party's disclosure obligations imposed by law subject to reasonable prior notice to the other party thereof.

12.9 Fair Meaning. This Agreement shall be construed according to its fair meaning and as if prepared by all parties hereto.

12.10 Gender and Number; Construction; Affiliates. All references to the neuter gender shall include the feminine or masculine gender and vice versa, where applicable, and all references to the singular shall include the plural and vice versa, where applicable. Unless otherwise expressly provided, the word "including" followed by a listing does not limit the preceding words or terms and shall mean "including, without limitation." Any reference in this Agreement to an "affiliate" shall mean any Person directly or indirectly controlling, controlled by or under common control with a second Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. A "Person" shall mean any natural person, partnership, corporation, limited liability company, association, trust or other legal entity.

12.11 Third Party Beneficiary. None of the provisions contained in this Agreement are intended by the parties, nor shall they be deemed, to confer any benefit on any person not a party

to this Agreement, except for the parties' successors and permitted assigns, and except for any liquidating trustee or plan administrator for Sellers' estate.

12.12 Expenses and Attorneys' Fees. Except as otherwise provided in this Agreement, each party shall bear and pay its own costs and expenses relating to the preparation of this Agreement and to the transactions contemplated by, or the performance of or compliance with any condition or covenant set forth in, this Agreement, including without limitation, the disbursements and fees of their respective attorneys, accountants, advisors, agents and other representatives, incidental to the preparation and carrying out of this Agreement, whether or not the transactions contemplated hereby are consummated. The parties expressly agree that (a) all sales, transfer, documentary transfer and similar taxes, fees, surcharges and the like in connection with the sale of the Assets shall be borne by ~~Purchaser.~~Sellers and (b) the costs of the Owner's Title Policy shall be borne by Sellers. If any action is brought by any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its court costs and reasonable attorneys' fees.

12.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on all of the parties hereto. The parties agree that facsimile copies of signatures shall be deemed originals for all purposes hereof and that a party may produce such copies, without the need to produce original signatures, to prove the existence of this Agreement in any proceeding brought hereunder.

12.14 Entire Agreement. This Agreement, the Disclosure Schedule, the exhibits and schedules, and the documents referred to in this Agreement contain the entire understanding between the parties with respect to the transactions contemplated hereby and supersede all prior or contemporaneous agreements, understandings, representations and statements, oral or written, between the parties on the subject matter hereof (the "**Superseded Agreements**"), which Superseded Agreements shall be of no further force or effect.

12.15 No Waiver. Any term, covenant or condition of this Agreement may be waived at any time by the party which is entitled to the benefit thereof but only by a written notice signed by the party expressly waiving such term or condition. The subsequent acceptance of performance hereunder by a party shall not be deemed to be a waiver of any preceding breach by any other party of any term, covenant or condition of this Agreement, other than the failure of such other party to perform the particular duties so accepted, regardless of the accepting party's knowledge of such preceding breach at the time of acceptance of such performance. The waiver of any term, covenant or condition shall not be construed as a waiver of any other term, covenant or condition of this Agreement.

12.16 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstance shall be held to be invalid or unenforceable to any extent in any jurisdiction, then the remainder of this Agreement and the application of such term, provision, condition or covenant in any other jurisdiction or to persons or circumstances other than those as to whom or which it is held to be invalid or unenforceable, shall not be affected thereby, and each term, provision, condition and covenant of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.17 Time is of the Essence. Time is of the essence for all dates and time periods set forth in this Agreement and each performance called for in this Agreement.

[REMAINDER OF PAGE IS BLANK]

IN WITNESS WHEREOF, this Agreement has been entered into as of the day and year first above written.

PURCHASER:

ALECTO HEALTHCARE SERVICES LLC

Signature By:_____
Print Name:_____
Title:_____
Date:_____

SELLERS:

ST. FRANCIS MEDICAL CENTER

Signature By:_____
Print Name:_____
Title:_____
Date:_____

ST. VINCENT MEDICAL CENTER

Signature By:_____
Print Name:_____
Title:_____
Date:_____

VERITY HOLDINGS, LLC

Signature By:_____
Print Name:_____
Title:_____
Date:_____

5D

August 10, 2018

Elizabeth Kim | Vice President
Cain Brothers, a division of KeyBanc Capital Markets
601 California Street, Suite 1505,
San Francisco, CA 94108

RE: Project Phoenix – Seton Medical Campus

Dear Elizabeth,

Thank you for the opportunity to review and provide you some of our thoughts for the Seton Medical Campus.

AvalonBay brings a very unique set of skills in that we develop, construct, manage and operate all of our own properties. In addition, our financial strength and stability as a long-term owner are un-paralleled in the industry.

With this framework, our significant local presence and relevant experience with large-scale complex developments gives us great confidence that we can define a development plan that meets the needs and requirements of all stakeholders, creates a viable residential community, and ultimately produces an optimal land valuation for the seller.

Two current examples of our expertise can be found in San Francisco and Emeryville. In San Francisco, we are the master developer for the Balboa Reservoir development in San Francisco, with over 17 acres for a large scale residential development that will include over 1000 units. Our team was selected over 9 other reputable development teams by the City of San Francisco and the SFPUC, and we are progressing rapidly toward approval and development of this site in the coming years. In Emeryville, we are deeply engaged in the major redevelopment of the Emeryville Public Market. Working closely with a partner, we are leading all residential efforts there and will be delivering hundreds of new homes on former office and retail sites starting in 2019.

The following pages contain a summary of our company, our responses to your questions, and some additional information on specific projects and our team.

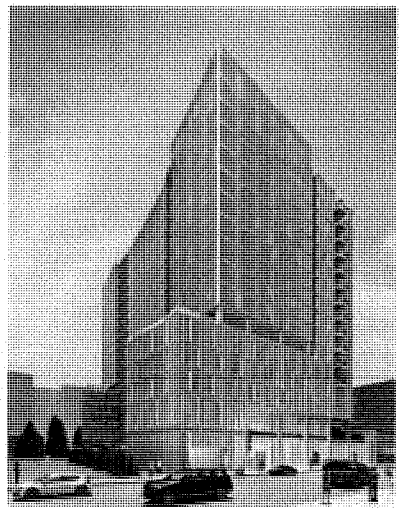
Please feel free to call me with any questions, and if you or the Seller would like to meet to discuss further details, our team and I would be happy to meet.

Sincerely,

[redacted]

Nathan Hong
Senior Vice President - Development

Cc: Joe Kirchofer – VP Development AVB



1) **Provide a summary of process, timetable and the key milestones for you to determine the viability of the Seton Medical Campus as a multi-family redevelopment site.**

The process to determine the viability of a multifamily redevelopment is multi-faceted, but the major elements can be summarized to include a review of the following:

a. Determine zoning and mix of uses allowed to identify maximum density allowed. Normally accomplished by meeting with City Officials, the Planning Director and with our architect.
   Timetable: 2 weeks
   Key Milestone: Meeting with the City Officials

b. Develop several alternative mixed-use master plans scenarios with our architect to define a holistic master development program that would include number of units, square footage of retail, affordable housing requirements, city requirements for community benefits, infrastructure required, etc.
   Timetable: 4 weeks
   Key Milestone: Confirm viability of initial plan with City officials.

c. Financial Feasibility analyses of chosen development scenarios to identify an initial optimal plan producing the highest land residual for Verity Health Systems while meeting our development program and targeted returns.
   Timetable: 2 weeks
   Key Milestone: Complete initial study to determine land value.

At the completion of these basic steps, we can validate and confirm the viability for the site as a multifamily development.

2) **Specifically, we would like to know what discussion you would need to have with Daly City and any other government agencies and how long those discussion would take to get a reasonable idea about what would be possible on this site.**

Meeting with the City Planning Manager, Director of Economic and Community Development, Public Works Director, and others as needed, potentially including City elected officials. Topics to discuss would be the following:

- Zoning and General Plan requirements
- Environmental Impact Report status and process
- Status of city infrastructure, including water, sewer, stormwater, and other utility capacity.
- Outlook of community and elected officials on the future of Seton Medical Center, and potential alternative uses.

We would expect several meetings with the appropriate city officials over the course of several weeks.

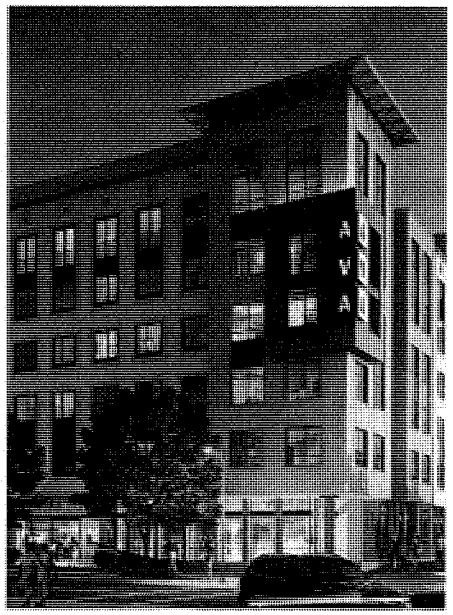
3) How long do you estimate it would take to get the parcels fully entitled?

Our honest answer to this question is that we do not know. At this size, the Seton medical center parcel is a multi-phase, and multi-building development project. At this scale, it is difficult to predict the time and effort necessary to obtain the required environmental reviews, as well as the requisite staff reviews and political and community buy-in.

However, AvalonBay is expert in managing this complex process, and we have extensive experience ***at this large scale*** in a variety of communities throughout the Bay Area. A number of examples are listed below. We have included information on some of these projects along with this response, and more information is available upon request.

Time required to complete entitlements:

Avalon Mission Bay Phase 1 San Francisco	1-2 yrs	1999-2000
Avalon Mission Bay Phase 2 San Francisco	1-2 yrs	2002-2003
Avalon Dublin Phase 1 (BART station redevelopment) Dublin	2 yrs	2002-2004
Avalon Dublin Phase 2 (BART station redevelopment) Dublin **including successful defense from litigation*	4 yrs*	2005-2009
Avalon Walnut Creek Phase 1 (BART station redevelopment) Pleasant Hill	2-3 yrs	2005-2008
Avalon Walnut Creek Phase 2 (BART station redevelopment) Pleasant Hill	3 yrs	2014-2017
Avalon/AVA Public Market (retail master development) Emeryville	2 yrs	2014-2016
Avalon/AVA Mountain View redevelopment Mountain View	est 4 yrs	2015-2019
Avalon/Eaves West Valley redevelopment San Jose	est 2 yrs	2017-2019
Balboa Reservoir (master develompent) San Francisco	est 3 yrs	2017-2020



4) **Please provide an estimated range of values for the parcel today, an estimated range of values if we allowed you a 45 day period to meet with Daly City and consult with architects and engineers, and an estimated range of values if you acquired the parcel after completing the entitlement process.**

Our methodology for deriving land value is a residual analysis based on assumptions from past experience, along with our keen knowledge of local markets. However, with our experience, we also know that no one micro-market or city dynamic is ever static, and community and political positions (especially on issues such as affordable housing, union labor requirements, or community benefits) can be fluid and evolving. Thus, in this response we have estimated a residual value based on our underlying assumptions about the development potential of this site, without the benefit of discussion with city officials, and without any detailed massing and density studies to confirm our assumptions:

Estimated land valuation range today - $25m to $35m

Based on the following assumptions:

- Number of units – 750 to 1000, based on a density of 25 to 35 Dwelling units per acre (DUA), assuming a full build out of 30 acres.
- Affordable housing Impact fee of $25/sf (Daly City Ordinance)
- 100% open shop, non-union labor.
- Developer responsible for major Master Plan site infrastructure, utility and street work (which we are able to complete).
- No major environmental clean-up, nor any special infrastructure or unique city requirements.

This estimated value range could potentially be adjusted in a scenario with a 45-day consultation and design period. It would be adjusted based on findings from our research, and we would expect that in this

time our agreement could also be formalized with a Purchase and Sale Agreement (PSA) between AVB and Seller.

In a scenario where the purchase price was determined after entitlements were complete, we would expect that we would hold our land value constant based on the values determined in the above time periods, subject to major changes during entitlements (for example but not limited to: increase in affordable housing, downzoning of property, increased and/or new impact fees, etc.)

5) **Would you be willing to consider being a stalking horse bidder and enter into an asset purchase agreement after having 45 days to evaluate the project and meet with the city?**

We believe this site has great potential for multifamily residential development, and we are very eager to continue our dialogue you're your firm. In the past, we have been able to be quite creative in structuring development transactions, and we look forward to discussing any potential option for the Seton Medical Center site. In any offer or transaction, we would be bound by confidentiality requirements befitting our status as a public company.

6) **Summarize any other considerations that we should be aware of with respect to this project.**

While we are a national REIT with a balance sheet valuation over $30B, we have a long-standing commitment to the Bay Area region, and have maintained a major presence here since our founding in the 90's. Our Northern California development, construction and operations work is all staffed locally, and we operate out of two local offices, in San Francisco and San Jose. We pride ourselves on being a stable and consistent Developer, Owner, and Operator of our assets.

We are able to acquire, entitle, construct, and operate large-scale development projects, with complicated, multi-phased structures and with a variety of different types of partners. We have played the role of Master Developer many times, but are also comfortable as a partner that is part of a larger development. Our recent or current partners include public entities like BART, Contra Costa County, Alameda County Surplus Authority, the SF Public Utilities Commission, and a number of Bay Area cities. We also have extensive experience working with other retail, office and for-sale housing developers.

With our existing portfolio in the Bay Area and our development history in the San Francisco Bay Area, we are deeply embedded in the communities where we own and operate assets, giving us the ability to engage and collaborate effectively with all stakeholders.

But most important is our long-running reputation of being transparent and flexible, with the consistent and reliable ability to perform, execute and close on our purchase or sale agreements.

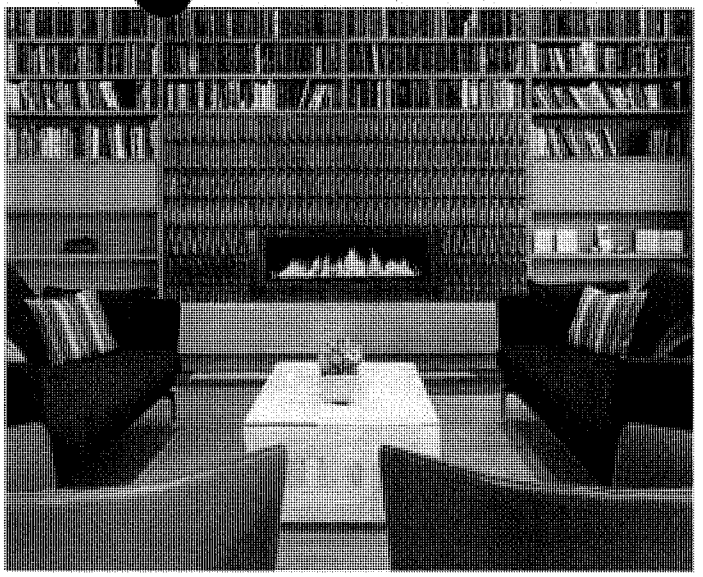
Overall, Seton Medical Campus appears to be a great opportunity and we would be very excited to participate if chosen.

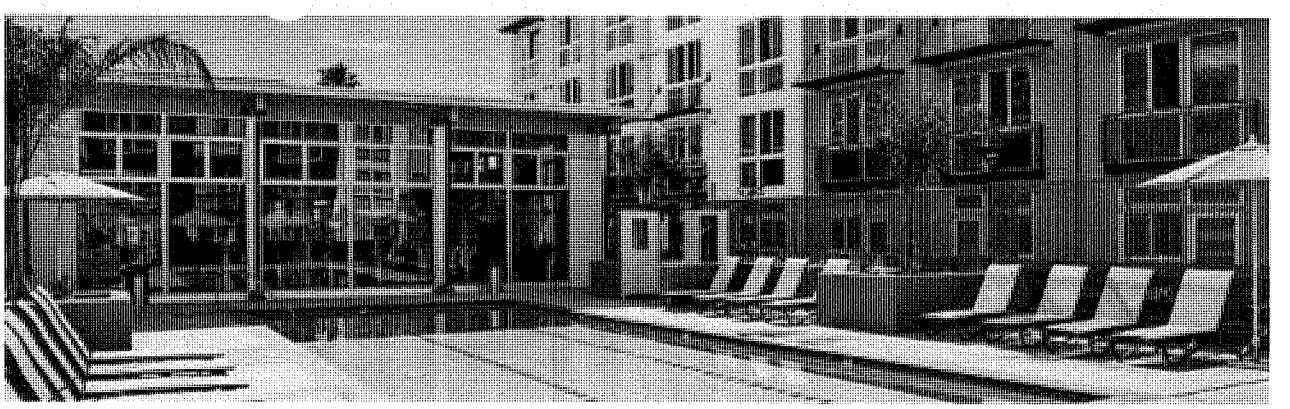
CREATING A BETTER WAY TO LIVE

AvalonBay COMMUNITIES

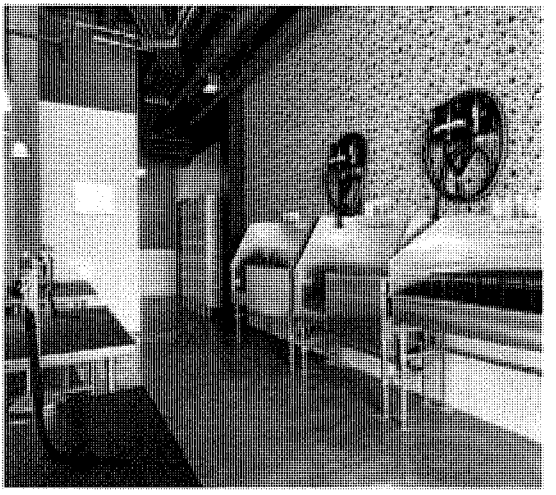
AVALONBAY COMMUNITIES, INC.

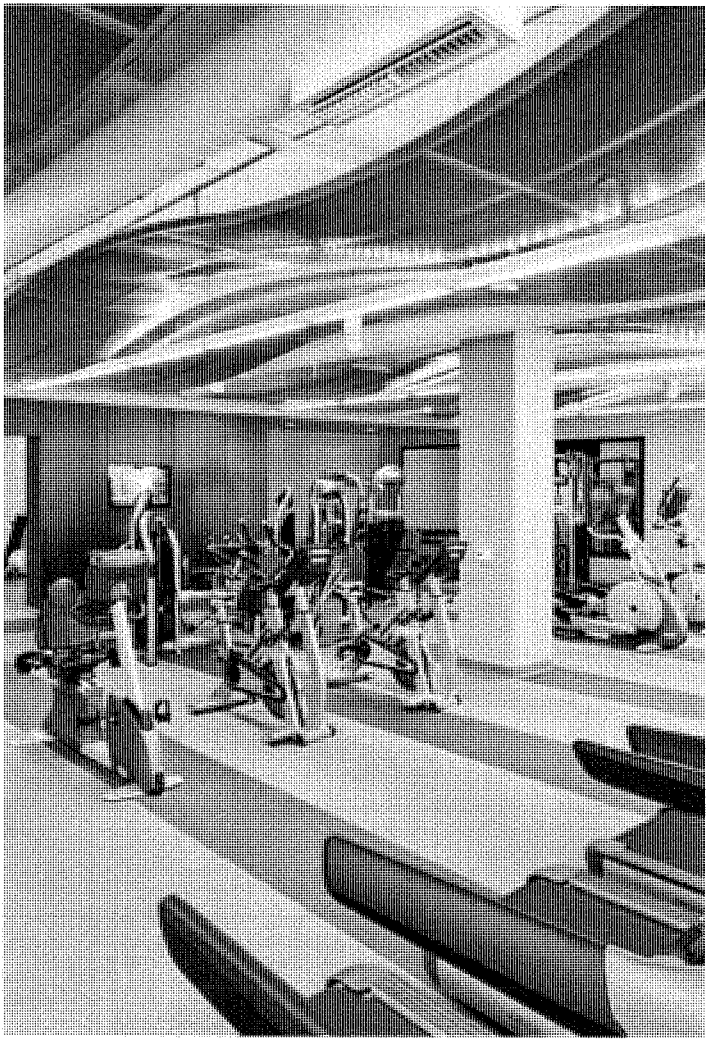
NORTHERN CALIFORNIA DEVELOPMENT





MISSION
PANHANDLE
HAIGHT
CASTRO
SOUTH OF MARKET
BEACH
TENDERLOIN
PACIFIC
SQUARE

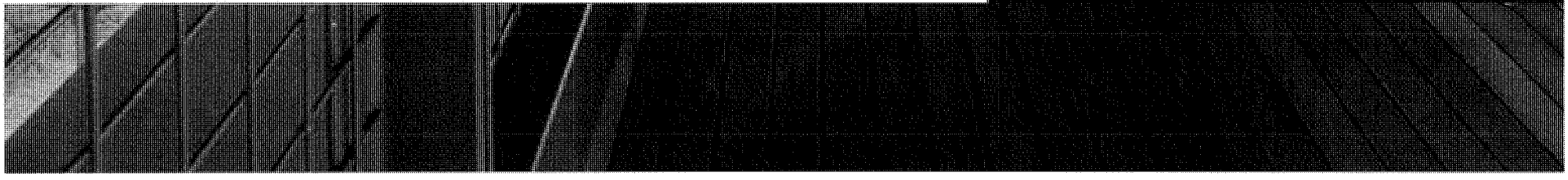




AVALON BERKELEY, BERKELEY, CA

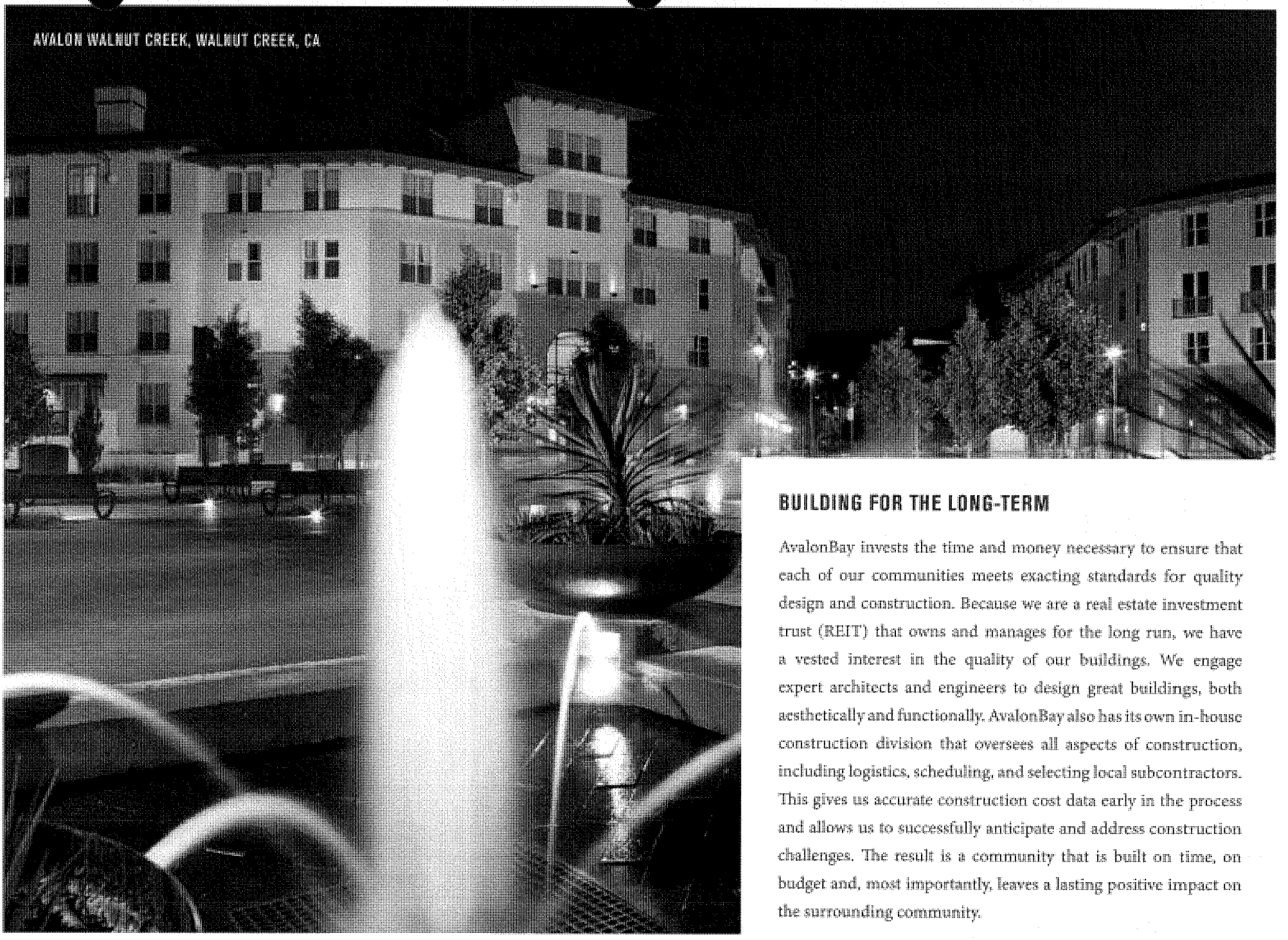
All too often, good development opportunities never get past the concept stage due to poor planning, changing financial markets, cost overruns, or developers that over-promise and under-perform. AvalonBay offers an alternative — a company with experience, stable resources, a proven track record, and accountability that can take a concept and make it a reality. Our success is based on solid partnerships with landowners, local governments, businesses, and community leaders, and the multifamily housing that we build is both a successful economic investment and a true asset to the surrounding community. Operating in the Bay Area and five other select markets nationwide, AvalonBay has one of the largest portfolios of urban and suburban apartment communities in the industry, along with thousands of new apartment homes either under construction or in the pipeline.

The following pages highlight the principles that underlie our management culture and philosophy, which guide our success in building superior communities.



DEVELOPMENT BY LOCAL CONSENSUS

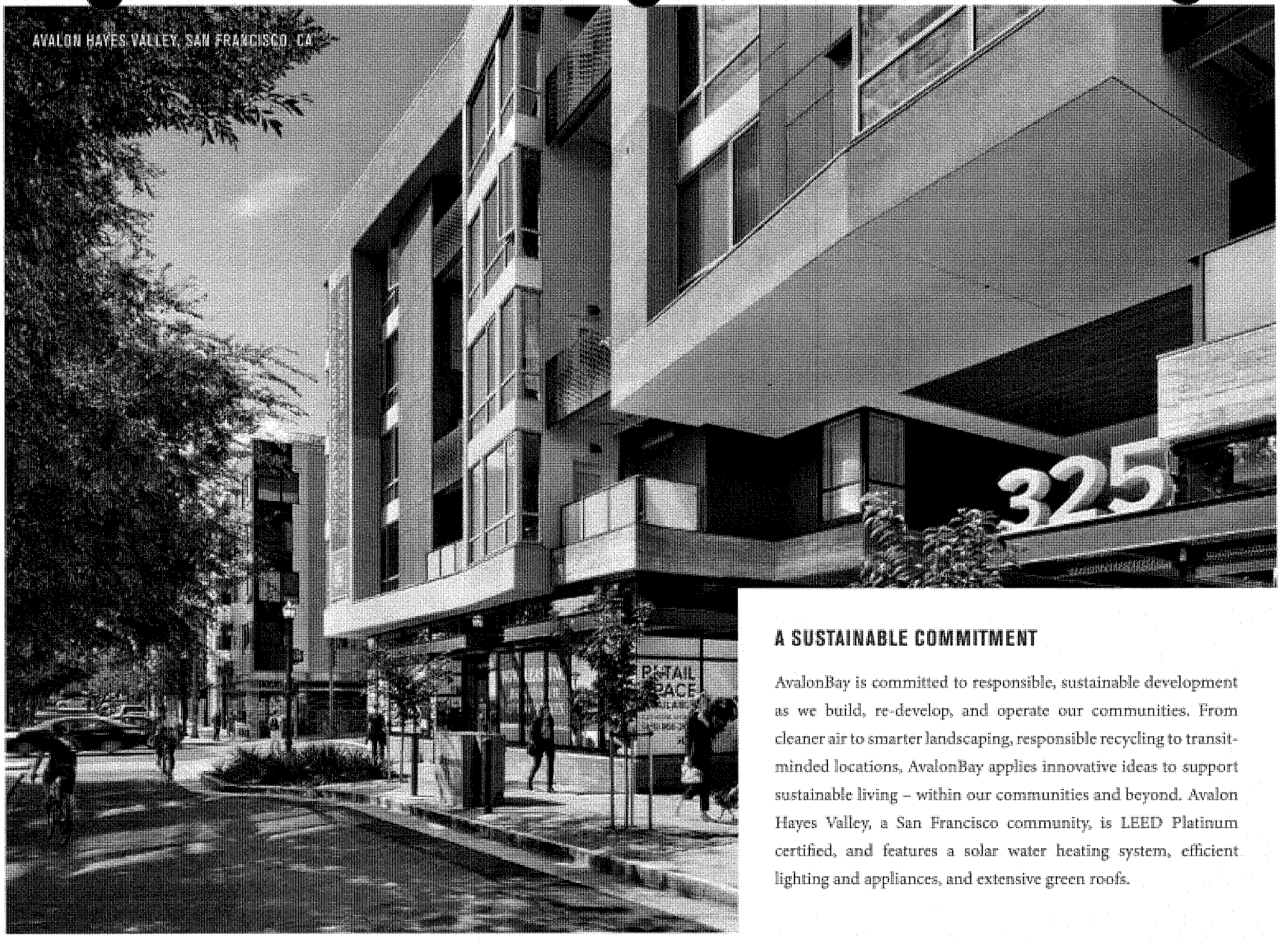
We involve local officials, community organizations, neighbors and neighborhood groups directly in the development process, through a variety of public and private forums. Based out of two local offices, in San Jose and San Francisco, our team uses deep local knowledge to efficiently navigate this complex process and obtain broad support for our well-crafted developments. We know from experience that this approach shortens development time and ensures that our communities are a welcome enhancement to surrounding neighborhoods.



AVALON WALNUT CREEK, WALNUT CREEK, CA

BUILDING FOR THE LONG-TERM

AvalonBay invests the time and money necessary to ensure that each of our communities meets exacting standards for quality design and construction. Because we are a real estate investment trust (REIT) that owns and manages for the long run, we have a vested interest in the quality of our buildings. We engage expert architects and engineers to design great buildings, both aesthetically and functionally. AvalonBay also has its own in-house construction division that oversees all aspects of construction, including logistics, scheduling, and selecting local subcontractors. This gives us accurate construction cost data early in the process and allows us to successfully anticipate and address construction challenges. The result is a community that is built on time, on budget and, most importantly, leaves a lasting positive impact on the surrounding community.

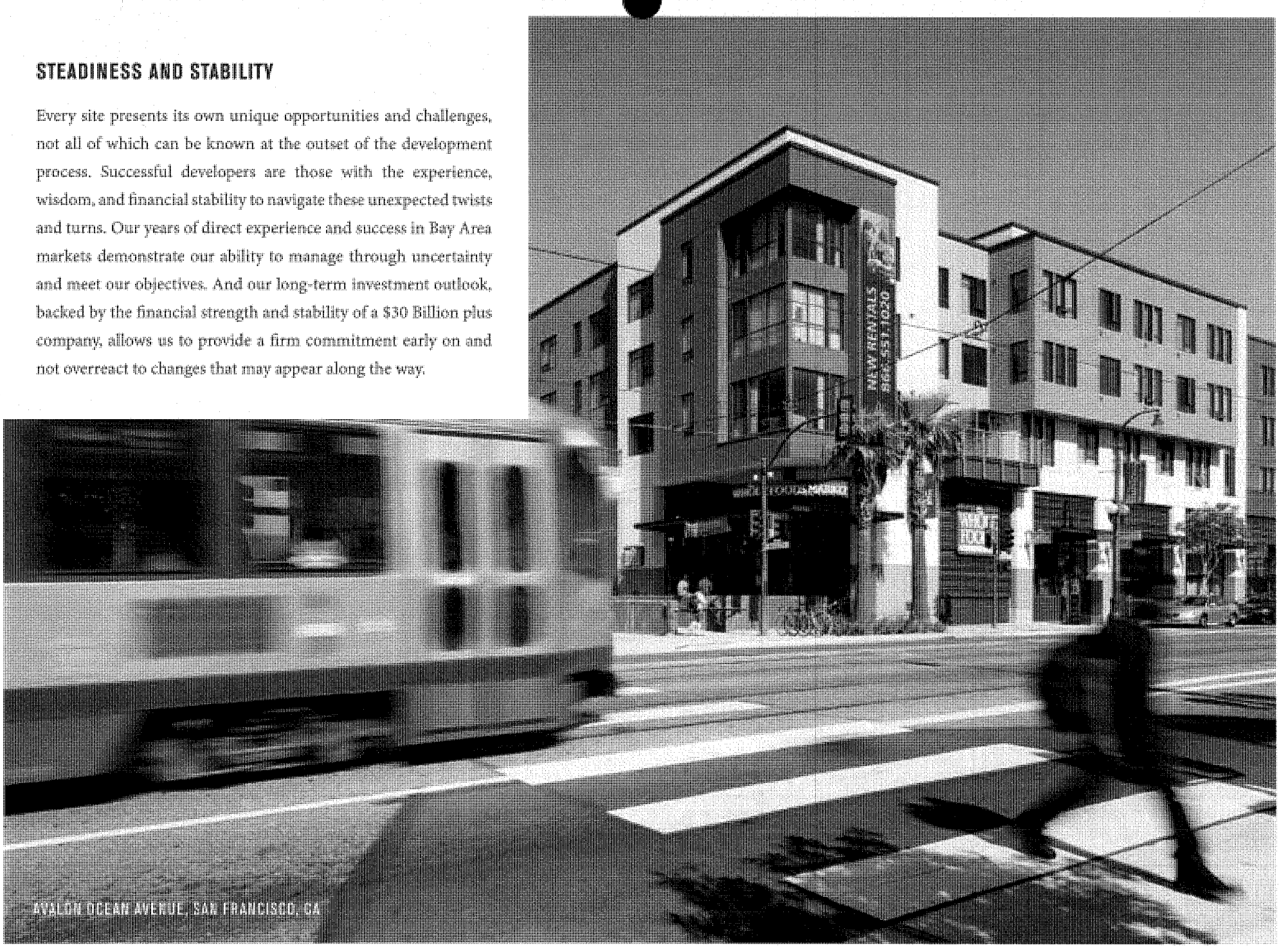


A SUSTAINABLE COMMITMENT

AvalonBay is committed to responsible, sustainable development as we build, re-develop, and operate our communities. From cleaner air to smarter landscaping, responsible recycling to transit-minded locations, AvalonBay applies innovative ideas to support sustainable living – within our communities and beyond. Avalon Hayes Valley, a San Francisco community, is LEED Platinum certified, and features a solar water heating system, efficient lighting and appliances, and extensive green roofs.

STEADINESS AND STABILITY

Every site presents its own unique opportunities and challenges, not all of which can be known at the outset of the development process. Successful developers are those with the experience, wisdom, and financial stability to navigate these unexpected twists and turns. Our years of direct experience and success in Bay Area markets demonstrate our ability to manage through uncertainty and meet our objectives. And our long-term investment outlook, backed by the financial strength and stability of a $30 Billion plus company, allows us to provide a firm commitment early on and not overreact to changes that may appear along the way.



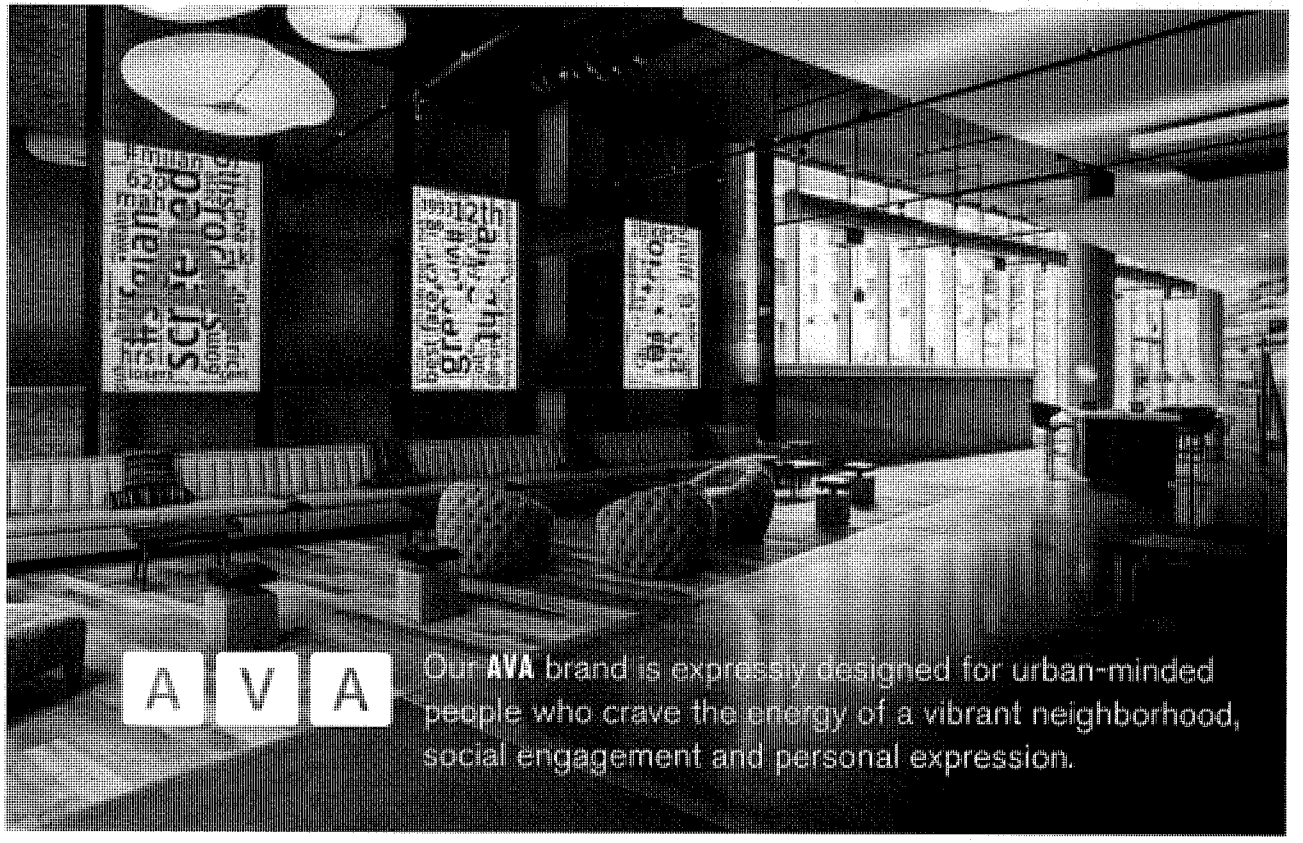
AVALON OCEAN AVENUE, SAN FRANCISCO, CA

OUR BRANDS

Distinct living experiences tailored to our customer preferences.

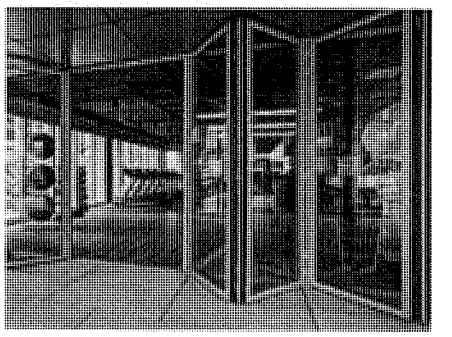
AVALON

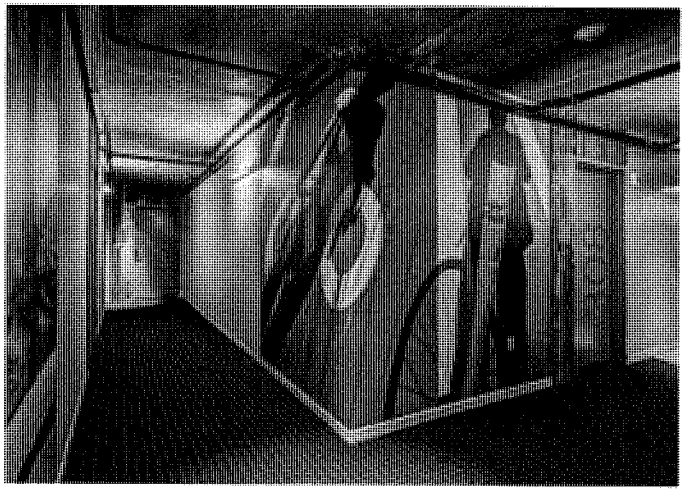
AVALON COMMUNITIES represents the ultimate for discerning renters who want to live comfortably and enjoy select advantages that complement their lifestyle.

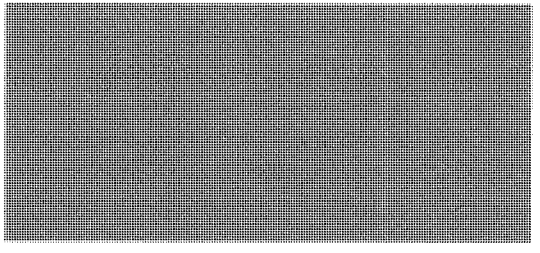


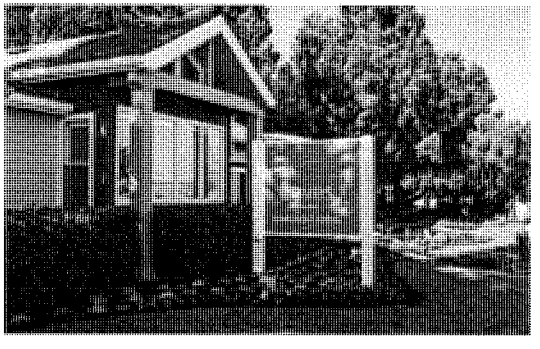
AVA

Our **AVA** brand is expressly designed for urban-minded people who crave the energy of a vibrant neighborhood, social engagement and personal expression.









eaves
by Avalon

For cost-conscious renters wanting a better standard in apartment living, **EAVES** is the perfect fit.

REGIONAL STATISTICS

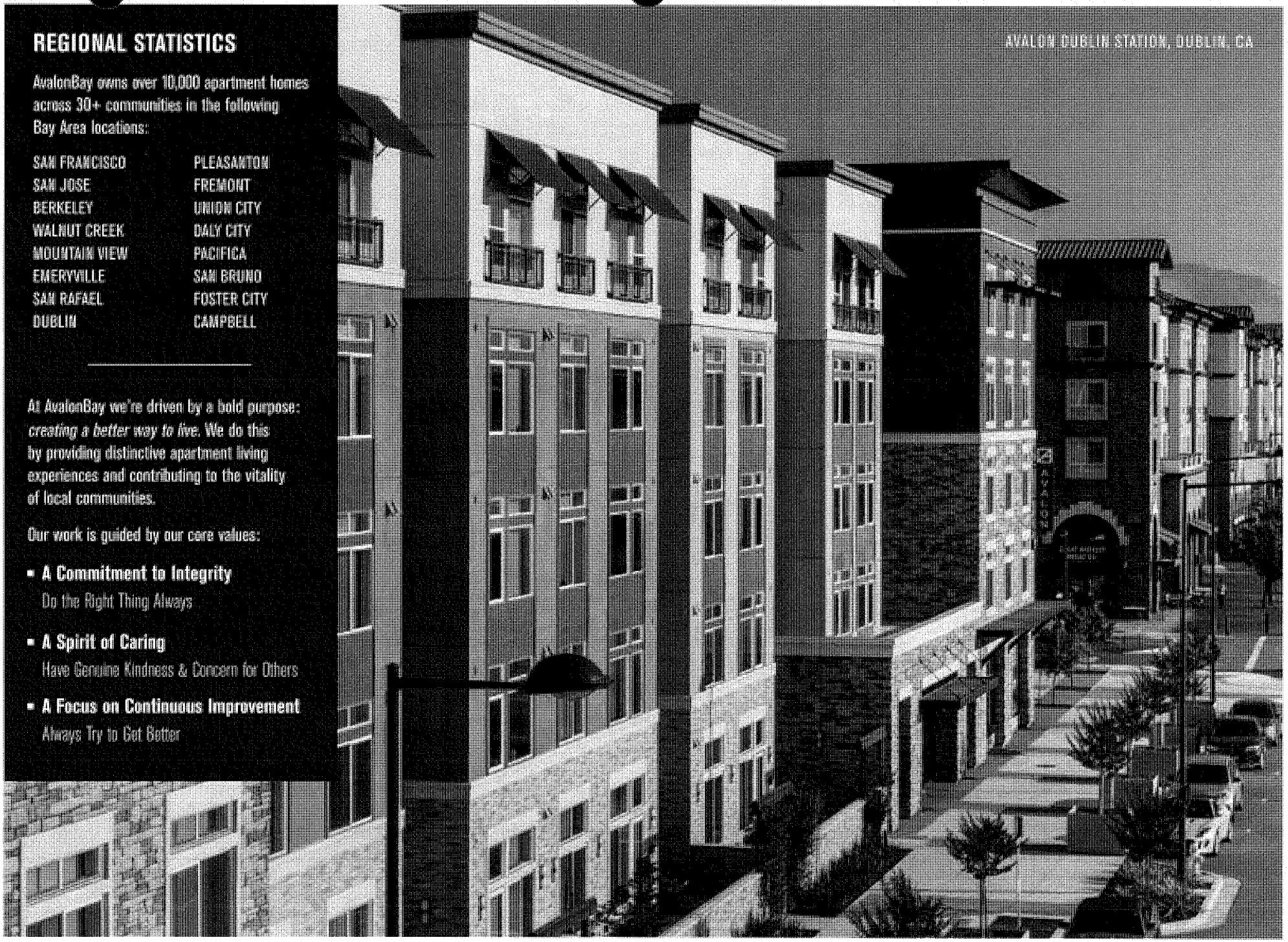
AvalonBay owns over 10,000 apartment homes across 30+ communities in the following Bay Area locations:

SAN FRANCISCO	PLEASANTON
SAN JOSE	FREMONT
BERKELEY	UNION CITY
WALNUT CREEK	DALY CITY
MOUNTAIN VIEW	PACIFICA
EMERYVILLE	SAN BRUNO
SAN RAFAEL	FOSTER CITY
DUBLIN	CAMPBELL

At AvalonBay we're driven by a bold purpose: *creating a better way to live.* We do this by providing distinctive apartment living experiences and contributing to the vitality of local communities.

Our work is guided by our core values:

- **A Commitment to Integrity**
  Do the Right Thing Always
- **A Spirit of Caring**
  Have Genuine Kindness & Concern for Others
- **A Focus on Continuous Improvement**
  Always Try to Get Better



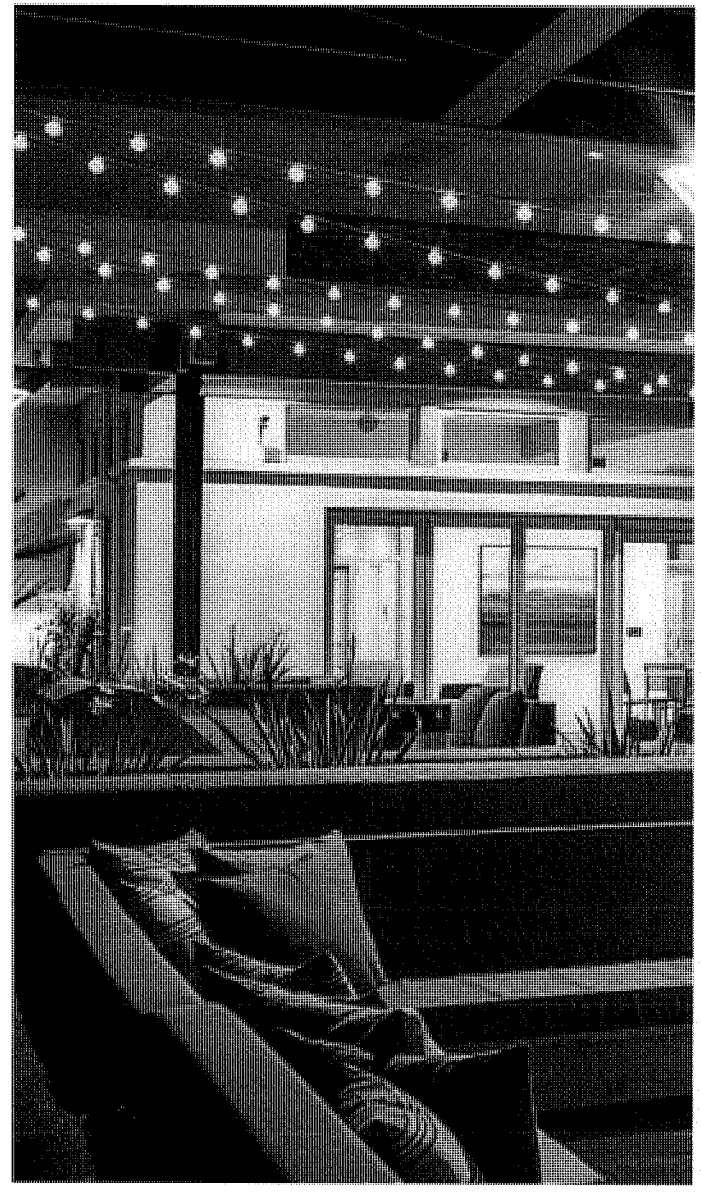
AVALON DUBLIN STATION, DUBLIN, CA

SAN FRANCISCO Regional Office
455 Market Street, Suite 1650
San Francisco, CA 94105
TEL 415 284 9080

SAN JOSE Regional Office
3055 Olin Avenue, Suite 2100
San Jose, CA 95128
TEL 408 983 1500

AVALONBAY.COM

AvalonBay
COMMUNITIES



Project Phoenix

Seton Medical Campus – Daly City, CA

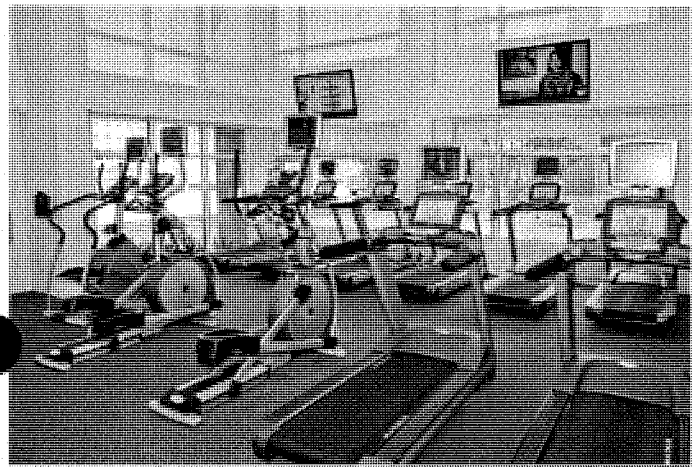
Development Experience

On the following pages, you will find summaries of a handful of relevant AvalonBay development projects from the bay Area and around the country.

We would also like to highlight that we are currently engaged in two major local master developments:

- Balboa Reservoir, San Francisco
- Emeryville Public Market, Emeryville

Based on the quick turnaround for this response, we do not have complete information on these ongoing projects to share, but we would be eager to discuss them with you and provide additional background and detail upon your request.



Avalon at MissionBay

255 King St., San Francisco, CA | www.AvalonAtMissionBay.com

At a Glance

- Phased Completion in 2003, 2007, and 2009
- 823 Apartments
- 18,000 sf of ground floor Retail along King Street
- Total Development Cost: $366M
- Financing Sources: Internal Cash Financing
- Architect: Arquitectonica, GGLO Design Inc., Fisher Friedman Assoc.
- AvalonBay Role: Developer, Contractor, Owner, Manager

More about Avalon at MissionBay

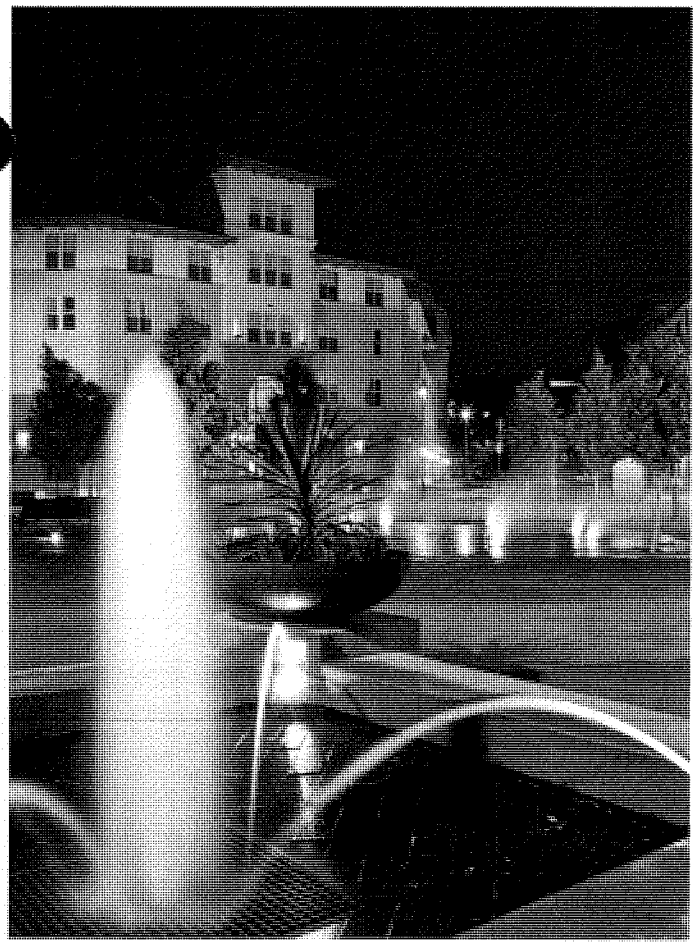
Avalon at Mission Bay is located in the revitalized Mission Bay area of San Francisco next to AT&T Park. Across the street from the 4th & King Caltrain station, the community is adjacent to the MUNI T&N lines and in close proximity to the Financial District, the Embarcadero and trendy South of Market venues.

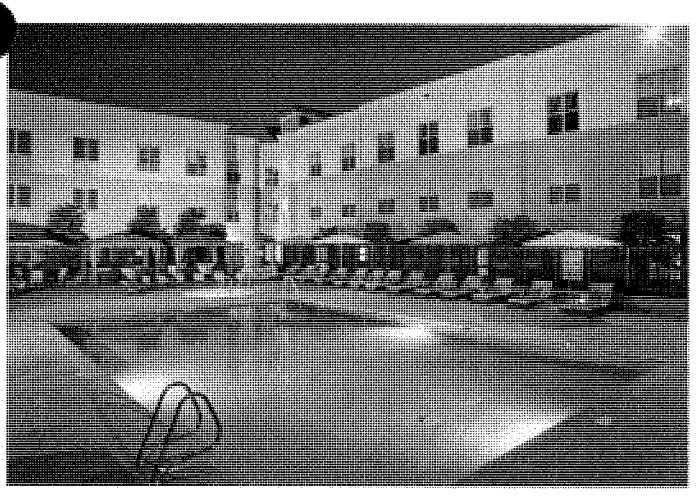
The community consists of three independent high-rise buildings with commercial retail space along the ground floors. Phase I, with 250 apartment homes, was completed in 2003; Phase II, with 313 apartment homes, was completed in 2007; and LEED certified Phase III, with 260 apartment homes, was completed in 2009.

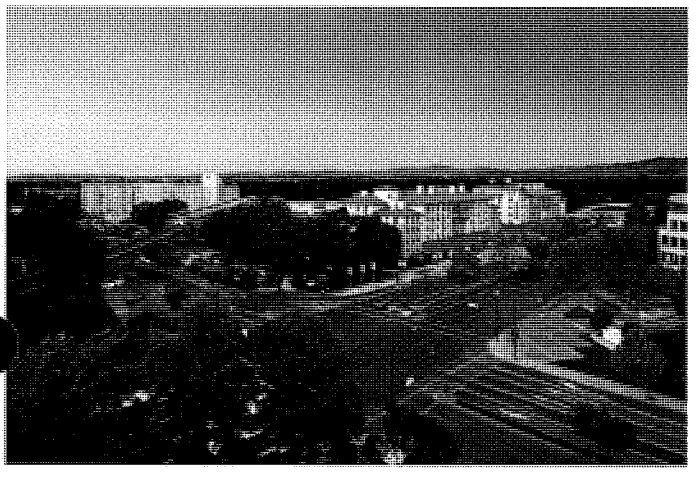
ENERGY STAR® appliances, a recycling and composting program and ZipCars on-site contribute to green living. Unique amenities include a 2,800 square foot penthouse lounge offering dramatic views of the city's skyline, a two-level 3,000 square foot fitness center, a sport court and indoor rock climbing wall, as well as an outdoor spa, movie screen, barbecue and picnic area.

AvalonBay COMMUNITIES, INC.

SAN FRANCISCO REGIONAL OFFICE
455 Market Street, Suite 1650
San Francisco, CA 94105
Tel: 415-284-9080 | www.AvalonBay.com







Avalon Walnut Creek

1001 Harvey Dr., Walnut Creek, CA | www.AvalonWalnutCreek.com

At a Glance

- Completed in 2010
- 418 Apartments
- 512 Parking Spaces
- Over 35,000 square feet of ground floor office and retail space
- Total Development Cost: $151M
- Financing Sources: Internal Cash Financing
- Architect: MVE & Partners
- AvalonBay Role: Developer, Contractor, Owner, Manager

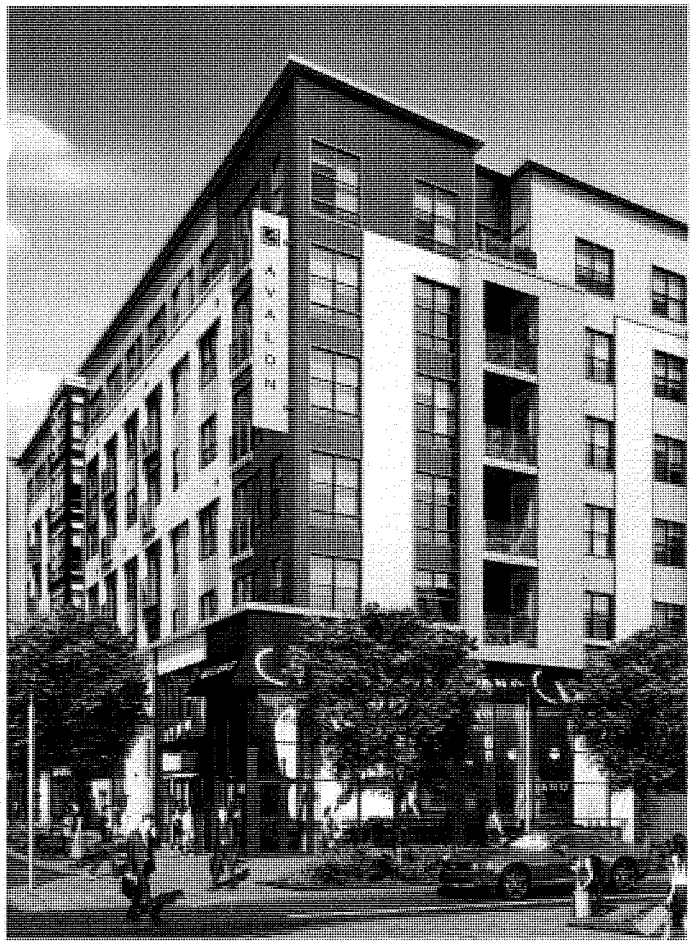
More about Avalon Walnut Creek

Located in the heart of this East bay community, Avalon Walnut Creek is adjacent to the Pleasant Hill/Contra Costa Centre BART station. Built on the site of a former BART parking lot and completed in 2010, the LEED certified community is part of the dynamic Contra Costa Centre, an 18-acre transit-village with 35,000 square feet of office and retail space.

Avalon Walnut Creek is comprised of 418 mid-rise apartments and townhomes featuring gourmet kitchens with ENERGY STAR® appliances and high-end finishes including granite countertops. The community's amenities include a resort style swimming pool and spa with cabanas and sunbeds, a well-equipped fitness center and an outdoor resident lounge with a fire pit and courtyard cucina.

AvalonBay COMMUNITIES, INC.

SAN FRANCISCO REGIONAL OFFICE
455 Market Street, Suite 1650
San Francisco, CA 94105
Tel: 415-284-9080 | www.AvalonBay.com



Avalon Mosaic

2987 District Ave., Fairfax, VA | www.AvalonMosaic.com

At a Glance

- 531 Apartments
- Part of a larger lifestyle center, master-developed by AvalonBay, that includes 40,000 sf of retail space
- Total Development Cost: $121M
- Financing Sources: Internal Cash Financing
- AvalonBay Role: Developer, Contractor, Owner, Manager

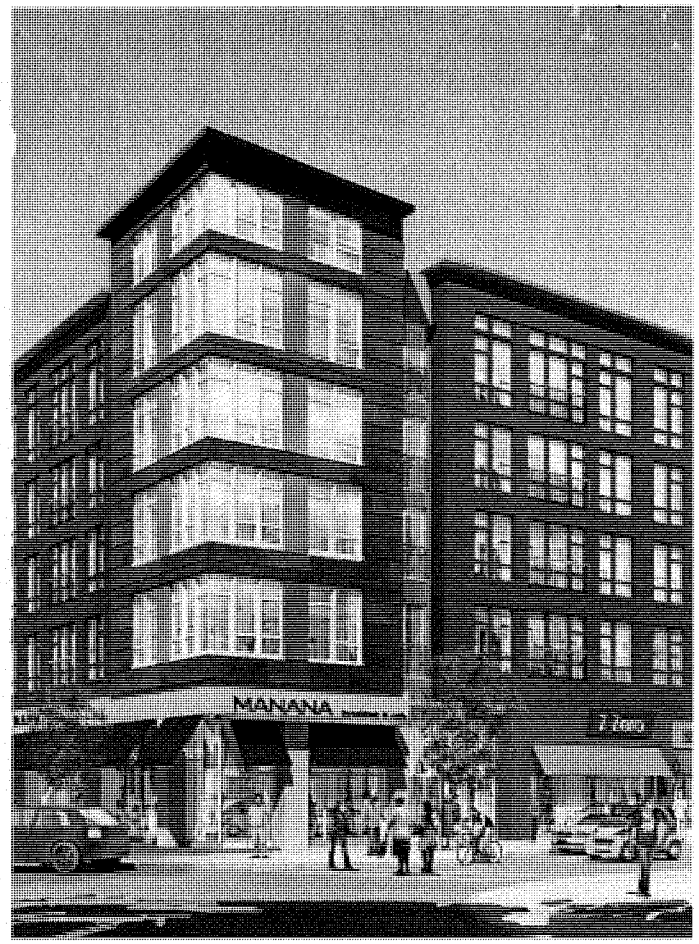
More about Avalon Mosaic

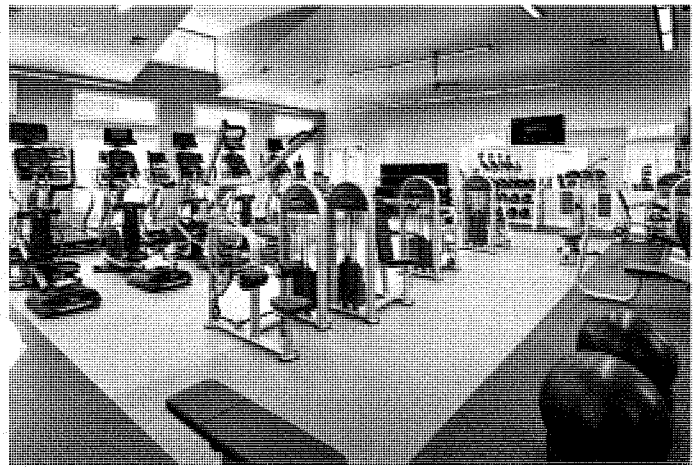
Final construction is underway at Avalon Mosaic, a dynamic new apartment community and mixed-use development in Merrifield, Virginia. Scheduled for completion in 2014, Avalon Mosaic will offer 531 apartment homes in a six-story mid-rise building situated above over 40,000 square feet of retail space.

Avalon Mosaic will feature numerous amenities including three private courtyards, a state-of-the-art fitness center, a WiFi lounge, an outdoor pool and an above-grade parking garage. Located in the exciting Mosaic District lifestyle center, Avalon Mosaic will offer on-site retail, convenient Beltway access, proximity to the Dunn Loring Metro via shuttle.

AvalonBay COMMUNITIES, INC.

MID-ATLANTIC REGIONAL OFFICE
671 North Glebe Road, Suite 800
Arlington, VA 22203
Tel: 703-329-6300 | www.AvalonBay.com





AVA Somerville & Avalon at Assembly Row

445 Artisan Way, Somerville, MA | www.AvaSomerville.com
333 Great River Rd., Somerville, MA | www.AvalonAssemblyRow.com

At a Glance

- Scheduled to be completed in 2014
- 445 Apartments
- Part of the larger Assembly Row development, spearheaded by Federal Realty, which contains over 500,000 sf of retail space
- Total Development Cost: $113M
- Financing Sources: Internal Cash Financing
- AvalonBay Role: Developer, Contractor, Owner, Manager

More about AVA Somerville & Avalon at Assembly Row

AVA Somerville and Avalon at Assembly Row aret part of a huge new mixed-use development spearheaded by Federal Realty in Somerville, MA. The site is located approximately 2 miles from downtown Boston adjacent to the Mystic River, with convenient and direct access to both Interstate 92 and a rail stop on the MBTA Orange Line.

Avalon has split the residential portion of the site into two separate parcels, one featuring our flagship Avalon brand and the other branded as an AVA. These properties feature fitness centers, community club rooms, a private heated outdoor pool, outdoor kitchen and BBQ areas.

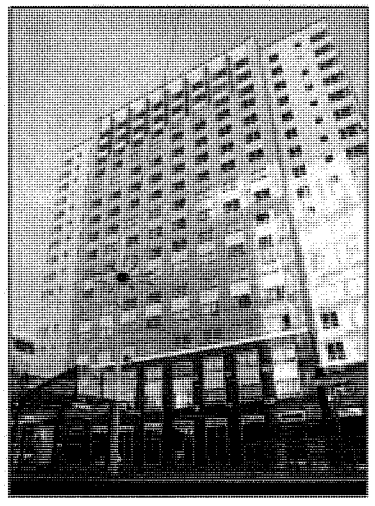
AvalonBay COMMUNITIES, INC

MASSACHUSETTS REGIONAL OFFICE
51 Sleeper Street, Suite 750
Boston, MA 02210
Tel: 617-654-9500 | www.AvalonBay.com

Project Phoenix

Seton Medical Campus – Daly City, CA

AVB Key Staff Bios



Nathan Hong

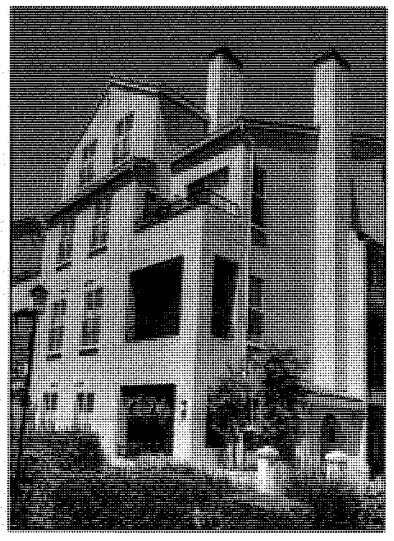
Senior Vice President – Development, Northern California Region

Mr. Hong has 30 years of experience in all aspects of Real Estate Development and Construction Management. As Senior Vice President, Mr. Hong is responsible for managing new and existing business for the Northern California Development operation. Previously as Vice President, he was responsible for the acquisition and development of major projects in the Northern California region. Mr. Hong managed all phases of developments from site acquisition, entitlements, financing, design, through construction and operations, and was responsible for the development of approximately 3,000,000 s.f. of mixed use residential, and retail developments, including 2,500 units over a dozen developments in San Francisco and Northern California.

Prior to rejoining AvalonBay, Mr. Hong was a Managing Director for Oliver McMillan, a Real Estate Developer and Owner, and involved in acquisitions, developments, and dispositions in Northern and Southern California, the Pacific Northwest and Hawaii.

Mr. Hong also served as the Chief Development Officer (CDO) for the Cosmopolitan of Las Vegas, where he was responsible for the management and completion of the $3.9 Billion, 6,600,000 s.f. resort and casino. Mr. Hong guided this development through several ownership changes and program adjustments to manage the development from procuring entitlements, through design, construction and opening.

Mr. Hong was a Senior Development Officer in New York, and the Regional Manager in charge of the Florida office of the Continuum Company, a Real Estate Investment and Development company based in New York. Mr. Hong managed the development and re-development of over 2,000,000 s.f. of residential, retail, and hotel space, including 1,000



condominium and apartment homes, and 1,000 hotel and timeshare units in New York and Florida.

As a Project Engineer with O'Brien Kreitzberg in San Francisco, Mr. Hong performed project and construction management functions, and construction claim services. He was involved in over 15 projects in the San Francisco Bay Area, including housing, transportation, convention center, and office projects. Mr. Hong received his Bachelor of Science in Civil Engineering from the University of California at Berkeley, and his Master's in Business Administration from the Wharton School at the University of Pennsylvania.

Joe Kirchofer
Vice President – Development

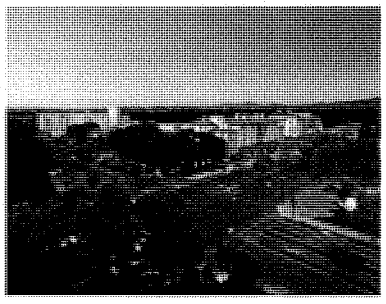
As a Vice President of Development for AVB's Northern California region, Mr. Kirchofer manages all phases of the development of complex multifamily and mixed-use developments, including land acquisition, design, entitlement, permitting, construction oversight, and leasing. At AvalonBay, Mr. Kirchofer has managed the development and completion of over 750 units, worth over $350 Million. Mr. Kirchofer's current projects include the Balboa Reservoir master development in San Francisco, a large-scale project on public land with multiple development partners.

Prior to joining AvalonBay, Mr. Kirchofer led complex mixed-use development projects for one of the nation's premier affordable housing developers, MidPen Housing. He was fully responsible for all aspects of development and financing, and personally oversaw the development of over 350 units in multiple projects around the Bay Area. Mr. Kirchofer is a member of the Executive Committee of the San Francisco Housing Action Coalition, the SPUR Housing Policy Board, and is also active with the Urban Land Institute. Mr. Kirchofer received a Bachelor of Arts from Stanford University.

Project Phoenix

Seton Medical Campus – Daly City, CA

AVB Key Staff Bios



Brian Gagan

Vice President – Operations

Mr. Gagan is responsible to oversee the management of the company's 14,000 units in Northern California. In his role, he is responsible for achieving operational excellence, marketing and leasing of the portfolio and to collaborate with the development group in the underwriting and design of new multifamily communities.

Prior to joining AvalonBay, Mr. Gagan has almost 30 years of experience in all aspects of multifamily management and development consulting. Most recently, he was managing director of client services for Greystar Real Estate Partners in the Bay Area in which he asset managed a portfolio of approximately 30,000 units for three of Greystar's largest clients. In that role, Gagan consulted on the pre-development of 32 properties in Northern California. Additionally, Gagan has managed and consulted for such clients as Goldman Sachs, JP Morgan, Fortress, Trammell Crow Residential, Met Life, Prudential, Resmark, Hines Interest, Boston Properties, Carmel Partners, Blackstone and BlackRock.

Additionally, Mr. Gagan has managed multifamily portfolios for BlackRock Realty Advisors, ConAm Real Estate Group and Prometheus.

In his various roles, Mr. Gagan has leased-up over 10,000, and managed conventional, student, affordable and senior housing in garden, mid-rise and high-rise properties.

5E

CHA HEALTH SYSTEMS, INC.
3731 Wilshire Blvd Ste 850 Los Angeles, CA 90010
Tel (213)487-3211 Fax (213) 487-3055

August 9, 2018

STRICTLY PRIVATE AND CONFIDENTIAL

Mr. Jim Moloney
Managing Director
Cain Brothers
601 California Street, Suite 1505
San Francisco, CA 94108

Re: Project Phoenix – Indication of Interest

Dear Mr. Moloney:

On behalf of CHA Health Systems, Inc. (together with its affiliates, "CHA Health Systems", "we", "us" or "our"), we would like to thank you and Verity Health System ("Verity") for providing us with the opportunity to participate in the Project Phoenix process (the "Proposed Transaction"). We are pleased to submit this non-binding indication of interest (the "Preliminary Proposal") to acquire the assets of Verity that are associated with and/or used in the operations of St. Vincent Medical Center, and other businesses and services related to the hospital (collectively, "SVMC").

CHA Health Systems is a diversified health system based in Los Angeles, California. We have a 14-year track record as an owner and operator of acute care provider assets in the U.S., including Hollywood Presbyterian Medical Center ("HPMC"). CHA Health Systems is a member of CHA Group, one of Korea's leading healthcare groups with a 50+ year history as hospital operators. As part of CHA Group, our vision is to build a sustainable global healthcare services platform. We believe SVMC would complement CHA Group's sixteen healthcare facilities in Korea, the U.S. and Japan, which include general acute care hospitals, specialty hospitals and clinics.

HPMC is the largest privately-owned, for-profit hospital in Los Angeles County with 434 licensed acute beds, and more than 13,000 inpatient admissions and 49,000 outpatient visits per annum. It is located on North Vermont Avenue at the heart of Los Angeles's medical corridor and is in near proximity to Koreatown and Hollywood. As a large community hospital serving a significant population of uninsured and under-privileged patients over the past 95 years, HPMC provides essential healthcare services to over 40 ethnic groups in its service area and operates one of Los Angeles's busiest emergency rooms with more than 31,500 visits per annum. HPMC also operates an intensive care unit, a telemetry unit, an acute rehabilitation unit, an 89-bed skilled nursing unit, 8 surgical operating rooms, and is affiliated with Children's Hospital Los Angeles. In addition, HPMC has specialized centers for maternal and fetal health, cardiac care and spine treatment, and provides one of the largest maternity services in Southern California with 3,700 deliveries per annum. HPMC currently has more than 500 physicians on staff in 69 specialties and over 1,300 employees.

Our Preliminary Proposal includes the following principal terms and conditions:

Form of Transaction and Sources of Financing

We envisage that CHA Health Systems would serve as the acquiring entity of SVMC. Based upon our preliminary study and subject to our completion of a customary due diligence investigation, our preliminary indicative transaction value is $63MM on a cash-free, debt-free basis, less the estimated seismic retrofit costs of $33MM, which provides a net consideration value of $30MM (the "Purchase Price"), for the following assets of SVMC: all land and buildings of the hospital and its associated medical office buildings and other non-hospital ancillary properties, any construction in progress and all trademarks and tradenames, furniture, furnishings, equipment, information systems and inventory. The Purchase Price would be payable in cash at closing with existing cash on hand.

Operations, Collective Bargaining Agreements and Hospital Executive Leadership

HPMC and SVMC share many commonalities: (i) both hospitals serve substantially the same primary service area with patients from similar socio-economic and ethnic backgrounds; (ii) many of our primary care physicians and specialists are credentialed and active at both hospitals; (iii) both hospitals face similar market challenges, many of which have contributed to SVMC's declining financial condition; and (iv) both hospitals require significant capital investment for seismic compliance. Given the depth of our understanding of these issues and the local healthcare environment, we believe that CHA Health Systems is uniquely positioned to preserve SVMC as a viable provider of important health services to the community.

Based on our preliminary business plan, SVMC would continue to operate as a general acute care hospital. Our business plan would initially focus on a single-license hospital strategy whereby the acute care hospital license of SVMC would be combined under HPMC's hospital license. Under a single-license, we believe that there is a significant opportunity to maximize operating synergies between the two hospitals, which may include the following:

(i) Integrate administrative functions (e.g., C-suite, billing services, medical records, human resources, payroll, employee benefits and salary structure, purchasing services) between the two facilities;

(ii) Centralize shared services (e.g., IT, marketing, contracting, central business office) into a new management structure;

(iii) Consolidate and reorganize service lines, thereby optimizing staffing and productivity at each facility, including possibly repurposing of licensed beds;

(iv) Combine medical staff, which would create stronger alignment and referral networks with community physicians; and

(v) Renegotiate managed care contracts and enter into dual-risk capitated risk pool arrangements with independent physician associations and medical groups.

SVMC relies heavily on a Medicare fee-for-service payer mix. However, as operating costs continue to escalate while Medicare reimbursement remains relatively flat, SVMC will likely face an uncertain

future if it continues with business as usual. Fiscal pressures will further exacerbate as value-based initiatives and the transition from Medicare fee-for-service to Medicare Advantage continues to shift patient care toward an outpatient setting. We believe that unlocking these potential operating synergies will be critical to SVMC's survival and future success.

In the next round, we will need to conduct further due diligence in order to properly assess the practicable feasibility of a single-license hospital strategy. However, our core business assumption is that SVMC's cost structure will need to be rebased to achieve industry norms for community-based hospitals through (a) a labor reorganization and staffing plan that will reduce labor utilization through implementation of recognized and broadly used productivity standards and (b) reduction of supply costs and purchased services through the enhancement of supply chain management.

We would also be open to a potential joint venture or other strategic partnership with the current management of Verity with respect to the acquisition of SVMC and the development of a new outpatient oncology specialty center.

Post-Retirement Obligations

Under our Preliminary Proposal, all post-retirement obligations, including the multi-employer and single-employer pension plans, will remain with Verity after the closing.

Required Approvals/Material Conditions

CHA Health Systems is a subsidiary of CHA Healthcare Co., Ltd., a Korean limited company. We report regularly to our senior executive management team in Korea, and the status of Project Phoenix will be discussed with, and reviewed by, our key decision makers on a near weekly basis. We have received all internal approvals to submit this Preliminary Proposal to you and can undertake an expedient deliberation and approval process prior to the execution of a definitive agreement.

Due Diligence

Our due diligence requirements will be customary for a transaction of this nature and will generally focus on legal, financial/accounting/tax, operational and regulatory topics.[1] We would also expect reasonable access to Verity and SVMC's management as may be necessary to better understand the business. We believe that our overall due diligence needs will be easily addressable given our prior experience and industry knowledge, and we will work with you to ensure minimal disruption to the hospital's operations.

Contingencies

A closing of the Proposed Transaction would be subject to customary regulatory approvals, and we will endeavor to expedite internal reviews and approvals. In addition, based on our intention to pursue a single-license hospital strategy, we believe that certain of the conditions (each, a "Condition") set forth in the letter, dated December 3, 2015, from the Attorney General of the State

[1] A sample due diligence request list has been attached for your consideration.

of California will need to be substantially modified or amended prior to or at closing in order to permit us to execute on this plan, the magnitude and scope of which will be determined during the next round. These conditions include Condition IV, Condition VI and Condition XIV.

Key Contacts

The principal contacts in relation to this Preliminary Proposal, together with their contact details, are set forth below.

Mr. Peter S. Park
Vice President, Corporate Development & Strategic Alliances
CHA Health Systems, Inc.
Phone: (213) 487-3211
Mobile: (650) 714-7226
Email: ppark@chahealthsystems.com

Ms. Angelie Gaweco
Chief Financial Officer
CHA Hollywood Presbyterian Medical Center
Phone: (323) 644-5804
Mobile: (818) 282-0780
Email: angelie.gaweco@hpmedcenter.com

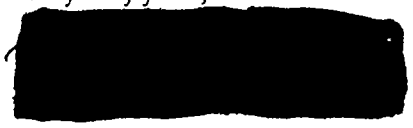
We have a shortlist of external professional advisors (legal, financial, operational, regulatory), who have extensively worked with us in other transactions and can be mobilized quickly as necessary in the next stage. We will update you with a list of the key contact persons and engaged vendors as soon as the review process begins.

Additional Information

The provisions of this letter include a proposal for discussion purposes only and does not constitute a formal offer or agreement legally binding on any party, CHA Health Systems or Verity. No party shall be bound or under a legal obligation to proceed with the Proposed Transaction described herein until such time as the appropriate final written definitive agreements have been prepared by legal counsel, approved by the parties and executed by duly authorized officers of the parties (the "Definitive Agreements"). This letter shall not be construed in any way as being an agreement which may be specifically enforced, and the failure of any party to enter into any proposed Definitive Agreements shall not constitute the basis of any claim, cause of action, remedy, damage or equitable relief against such party based upon any theory of liability, including, but not limited to, breach of contract, breach of quasi-contract, tort or reliance.

We look forward to hearing from you.

Very truly yours,



Peter S. Park
Vice President, Corporate Development & Strategic Alliances

PROJECT PHOENIX

DUE DILIGENCE REQUEST LIST

For purposes of this request list, the term "Hospital" refers to St. Vincent Medical Center and all related facilities and operations in the Los Angeles market.

In connection with the proposed transaction involving the Hospital, please provide the following due diligence materials for our review to the extent available for the Hospital. Unless otherwise noted, requested information should be provided since the inception of the Hospital and should include current forms of agreements or documents as well as any amendments, updates or pending agreements.

1. Financial

1.1. Unaudited financial statements for the two previous fiscal years.

1.2. Consolidated general ledger trial balance (accounts by natural class) for the current period year-to-date and the two prior fiscal years. Copies of the departmental performance reports for the most recent fiscal year.

1.3. Consolidating income statements and balance sheets reflecting each operating unit for the current period year-to-date and the two previous fiscal year-ends.

1.4. List of non-recurring items included in operating income, contractual allowances and expenses for the current period and the two previous fiscal year-ends. Include one-time transactions, prior-year reserve adjustments, unusual items, and discontinued programs.

1.5. Changes in accounting policies, procedures, and practices for the last two years.

1.6. Identify all assets which are impaired and which have not been written down to net book value, including the following: loans, investments in debt and equity securities, assets that are to be transferred in the sale.

1.7. List and describe any other assets not disclosed elsewhere in this request.

1.8. Listing of the support allocation to each facility including methodology for allocations. Description of inter-company transactions. Corporate costs reported on the facility books or costs which are allocated to the facility in terms of types of services and amounts.

1.9. Reconciliation of cash and net patient revenues or provide access to bank deposit records in order to perform reconciliation of cash and net patient revenues.

2. Construction and Design

2.1. Master plan, OSHPD or other regulatory applications and other drawings and specifications (architectural, structural, mechanical, electrical, landscaping, civil and plumbing).

2.2. Site plan and all boundary plans and parcel maps, and subdivision plats.

2.3. Zoning, rezoning, or variance petitions and decisions.

2.4. Grand Deed and description of the site.

2.5. Capital expenditure projects completed within the last two years, as well as all current and planned construction projects.

2.6. Fixed equipment (manufacturer, installation date, and years of life remaining, ownership).

2.7. List the current number of licensed (and operational, if different) beds by floor and service category, and type of room (e.g., private, semi-private, etc.).

2.8. List of patient care services.

2.9. Fire Marshall inspection reports for the last two years.

2.10. State and local Department of Health inspection reports during the current period and the two previous fiscal year-ends.

2.11. Most recent JCAHO "Statement of Condition."

2.12. Pending condemnation proceedings (if applicable).

2.13. Seismic reports, studies, applications and cost estimates.

2.14. CAD files.

3. Contracts (Provide a copy of all current contracts to which the Hospital, or other operating unit, is a party, including but not limited to the types of contracts listed below. All contracts should be provided if services/products are currently being provided or received. Include all amendments, renewals or letters which effect a revision to the terms of a contract.)

3.1. Educational/Affiliation Agreements

3.2. Employment Related Contracts (e.g., non-physician employment agreements; union contracts; pension plan agreements; benefit plan agreements; severance agreements; post-retirement benefits agreements/plans)

3.3. Staffing and Search Agency Agreements

3.4. Marketing/Public Relations Agreements

3.5. Financial Agreements (e.g., loan agreements; promissory notes; lines of credit; letters of credit; donor/gift agreements/commitments; guarantees, etc.)

3.6. Information Systems/Telecommunications Agreements (e.g., license agreements, leases, support agreements and services agreements, etc.)

3.7. Management Services Agreements (e.g., clinical, professional, administrative, etc.)

3.8. Physician Relocation Agreements

3.9. Physician Employment Agreements

3.10. Medical Director Agreements

3.11. On-Call Panel Agreements

3.12. Physician Coverage Agreements

3.13. Other Physician Services Agreements

3.14. Other Referral Source Service Agreements (e.g.., hospice services; ambulance services; clinical/professional services such as dialysis; independent contractor agreements, etc.)

3.15. Non-Referral Source Service Agreements (e.g., security, lawn care, baby photos, laundry, interpreters, billing and collection, etc.)

3.16. Transfer agreements

3.17. Summary of all maintenance contracts, including a description of the Hospital's maintenance policy.

3.18. Summary information regarding the name of the group purchasing organization or vendor, the total expense, an indication of whether the contract covers supplies or pharmaceuticals, and the volume required to be purchased under the contract.

3.19. Purchasing Agreements (e.g., group purchasing organization agreements; vendor agreements for discounted supplies based on volume, etc.).

3.20. Personal Property Leases (capital and operating)

3.21. Real Property Leases (leases to third parties and to related organizations)

3.22. Special Program Agreements (agreements with other third parties not disclosed elsewhere in this document)

3.23. Joint Venture, Partnership Agreements

3.24. Asset/Stock Purchase Agreements

3.25. Description of any and all arrangements which are not evidenced in writing, detailing with specificity any such arrangements with physicians or other referral sources. Alternatively, provide a statement that no such unwritten arrangements exist.

3.26. Other agreements to which the Hospital, or any of the Hospital businesses, is a party.

3.27. List of all multi-facility agreements under which the Hospital participates (e.g., National or Regional contracts for cafeteria, laundry, and/or housekeeping services).

4. Debt

4.1. Real property liens, judicial liens, and any other liens, if applicable.

4.2. Outstanding debts or long term obligations including capital leases.

5. Environmental

5.1. Environmental reports, environmental impact statements, inspections, surveys, OSHA or JCAHO audits.

5.2. Significant environmental issues at the Hospital or any of its related businesses during last two years.

5.3. NPL list or State list/inventory of any facility sites requiring remedial investigation and/or remediation (if applicable).

5.4. Environmental litigation.

5.5. Notices, letters, or claims citing the Hospital or any of its related businesses as a potentially responsible party (PRP) with respect to any state or federal suit or site investigation pertaining to any environmental remedial activity.

5.6. Governmental orders or directives relating to environmental conditions or violations occurring in the last two years (if applicable).

5.7. Policies and practices to monitor/track the disposal and/or removal of hazardous, chemical, and medical waste products from the Hospital or its related businesses

5.8. Documentation of compliance with state inspection of boilers and/or incinerators.

5.9. Environmental compliance investigations or enforcement actions (if applicable).

5.10. Material permits or licenses issued by a governmental agency permitting the discharge of air, water or other pollutants, or otherwise regulating the use or disposal of hazardous substances or hazardous wastes, issued or in effect during the last two (2) years, including any Notice of Intent to operate facilities under Permit By Rule (if applicable)

5.11. Permits or registrations of storage tanks of hazardous materials and/or any materials containing hydrocarbons, or fractions thereof, and a current list of such tanks with a copy of the facility's SPCC Plan. Most recent EPCA/SARA Tier II reports (if applicable).

5.12. Recent closure reports, closure/no further action letters from appropriate agency.

5.13. Contracts for hazardous waste collection, transport or disposal services and/or a list of such service contracts/contractors.

5.14. Provide copies, if any, of any existing seismic reports or studies and describe the facility's budgeted plans for dealing with the results or recommendations of such studies.

6. Employee Matters

6.1. Payroll system supporting each facility entity or special employees (i.e., MEP, PFS employees)

6.2. Principal features of employee pay plans: wage structures, hourly, weekly, incentive, overtime, differentials, etc.

6.3. Summary plan descriptions for each of the following plans or policies (or a brief description of any plan or policy which is not in writing): 401(k); deferred compensation; stock option, life insurance; medical, dental or vision; vacation, holiday, sick or paid time off; voluntary employee beneficiary association; supplemental unemployment benefits; salary continuation; severance; workers' compensation; disability; bonuses or other forms of incentive compensation; post-retirement insurance, compensation or benefit; or other welfare benefits. The three most recent annual reports on IRS Form 5500 for each of the plans listed, including all schedules and attachments.

6.4. Employee or personnel handbooks or similar materials that are distributed to employees.

6.5. Investigations, proceedings, claims, lawsuits, disputes, or audits involving the plans (if applicable).

6.6. Personnel policy manuals.

6.7. Responses to the items above for each plan, policy, or agreement of the type listed above which is sponsored or maintained by, or received contributions from, a member of the same controlled group of business as the seller within the meaning of ERISA Section 4001(a)(14).

6.8. Employment practice legal proceedings regarding complaints or grievances (if applicable).

6.9. Employment related financial obligations (non-physician) (e.g., severance, relocation assistance, sign-on and/or referral bonuses, tuition reimbursement, SMART and/or CAP programs, scholarship and/or student loan programs).

7. Information Systems

7.1. Overview of the technology infrastructure of the Hospital.

7.2. Applications utilized by the Hospital and related businesses, hardware used to process the applications (local or remote access).

7.3. Projected initial and ongoing cost of supporting the existing Hospital applications.

7.4. Major IS Agreements.

7.5. Provide the names and titles for the members of your HIPAA steering committee. If any are consultants, provide the company name, address, and phone numbers.

7.6. If a budget exist for your HIPAA compliance initiative, please provide it.

7.7. Describe your WEB access including the following:

7.8. Do you have an intranet? If yes, who maintains it? What is it used for?

7.9. Do you have and external web site? If yes, who maintains it? What is the URL?

7.10. Is WEB access deployed throughout the Hospital?

8. Legal – Compliance

8.1. Federal or state regulatory body (Medicare, Medicaid, CHAMPUS, Amtrak, AFDC or other state or federally funded medical program) notices received within the last two (2) years related to significant compliance matters.

8.2. List of medical staff or administrative entities which review admissions policies and practices, and discharge planning.

9. Legal – Corporate

9.1. Organization chart of legal entities.

9.2. Partnership or LLC Operating Agreement of Hospital and/or related entities.

10. Legal – Regulatory

10.1. List current litigation.

10.2. List of current governmental investigations.

10.3. Licenses and permits related to essential services of the Hospital as required by regulatory agencies and state and local agencies.

10.4. All Medicare and Medicaid provider numbers of the Hospital and related businesses.

10.5. Accreditations of the Hospital and its related businesses.

10.6. Most recently filed HCFA 1513 and HCFA 1514 services inventory and controlling interest disclosure statements.

11. Risk Management

11.1. Insurance policies (types of coverage, limits, retentions, etc.).

11.2. Actuarial reports for self-insured program (if applicable).

11.3. Insurance expense detail by category for the past three to five years.

11.4. Schedule of the loss experience for the past five years for malpractice and workers' compensation.

11.5. Claims over $25,000 paid or reserved in the last three years.

11.6. Employed physicians or physician insurance programs (if applicable).

11.7. Risk management programs in place, incident reporting systems and methods of estimating unpaid liabilities, etc.

12. Other Revenue

12.1. Grant revenue for the current period year-to-date and the prior fiscal year-end.

12.2. Other operating revenue for the current period year-to-date and the prior fiscal year-end.

12.3. Non-operating revenue for the current period year-to-date and the prior fiscal year-end.

13. Operations

13.1. Current license for the Hospital and each separately licensed unit or off-site location.

13.2. Hospital charter, mission or vision statement.

13.3. Current facility organization charts showing Hospital's relationship to related non-hospital businesses.

13.4. Current organization chart for the Hospital administrative and medical staff.

13.5. Regulatory applications, exemptions, and approvals (if applicable).

13.6. Employee statistics: number of full-time equivalent employees (FTEs), by department, for the current period year-to-date and the two previous fiscal year-ends. Also include part-time employees, consulting and courtesy.

13.7. Patient days, corresponding patient admissions, outpatient visits and corresponding revenues categorized by types of service (medical/surgical, OB, SNF, etc.) and payor class for the current period year-to-date and the previous fiscal year for each operating unit.

13.8. Inpatient and outpatient volumes by individual ancillary service (i.e., clinical laboratory test, radiology procedures, surgery cases, emergency room visits, etc.) for previous fiscal year and the current year-to-date. (Note: Indicate any changes in methods of counting volumes).

13.9. Volumes and net revenues, by operating unit, associated with the top ten DRGs provided during the current period year-to-date and the most recent fiscal year.

13.10. Accounts receivable aging by payor for the current period and the previous fiscal year.

13.11. Policy for calculation of allowance for doubtful accounts calculations and the allowance for contractual calculations for the current period and the two previous fiscal year- ends (including general reserve calculation policy and policy for identification of specific account reserves).

13.12. Current accounts receivables write-off policy for both patient and non-patient receivables.

13.13. Medical groups affiliated with the Hospital, which are not indicated on medical staff roster.

13.14. Top ten admitting physicians.

13.15. Current Medical Staff Roster (include physician's name, specialty, city, zip code, admitting privileges and Board Certification status).

13.16. Current medical staff bylaws, rules and regulations and any pending amendments.

13.17. Standards for Medical Staff qualifications and privileges.

13.18. Medical Staff application forms including privileges credentialing forms for medical staff and AHPs.

13.19. List all MSO, PPO, etc. groups affiliated with the Hospital.

13.20. Risk-sharing arrangements with payors, medical staff members, employers, vendors, consultants, or others resulting from managed care, direct contracting, outsourcing, insurance, in-house projects, or other agreements.

13.21. Current significant disputes with facility payors.

13.22. JCAHO Accreditation Survey report(s) for Hospital, home health, laboratory, hospice, and any other related service accredited by JCAHO. Include the surveyed entity's response, if any.

13.23. Residency programs, nursing or other clinical education programs based at the Hospital.

14. Property

14.1. Real property currently owned or leased by the seller. (See attached form to be completed.)

14.2. Title reports: title insurance policies; title exceptions; site, land, soil, and other surveys; ALTA and geotechnical reports; geophysical and environmental reports; remediation activity reports; certificates of occupancy; zoning letters (where applicable).

14.3. Asset listing of all property, plant and equipment.

14.4. Rent roll for all real property leased to third parties.

14.5. Identify any equipment at the Hospital that belongs to another Tenet entity (e.g., computers belonging to SOS).

15. Reimbursement

15.1. Most recently filed fiscal year Medicare & Medicaid cost reports including the HCFA form 339.

15.2. Most recent filed and most recent audited cost reports for other cost-based payment programs (i.e., CHAMPUS pass-through, Blue Cross, etc.).

15.3. Most recent audited cost report including Notice of Program Reimbursement (NPRs), adjustment reports, and audit work papers.

15.4. Current interim and/or prospective payment rates for Medicare DRG (Operating & Capital), Outpatient, Home Health, Medicaid inpatient and outpatient and for any other cost-based or retrospectively reimbursed programs.

15.5. APCs where Hospital elected to reduce a portion of the co-pay amount (if applicable).

15.6. Status of any cost-based units (i.e., applications in process, TEFRA limits, base year cost reports, exemptions, etc.).

15.7. Case mix history for Medicare and the total Hospital for the current period and the previous fiscal year-ends.

15.8. Bad debts policy and procedures for reporting to Medicare. Bad debt expenses claimed.

15.9. Policies and procedures related to collection and waiver of Medicare and Medicaid co-payments.

16. Planning

16.1. Operating and capital budgets by profit center.

16.2. Hospital room rates and CDM (Charge Description Master).

16.3. Managed care contracts (HMOs, MSOs, PHOs, PPOs).

16.4. Facility's current business plan/strategic plan.

17. Managed Care

17.1. List of all the managed care entities (PSO, MSO, HMO, PPO, IPA, others, etc.) that are affiliated with the Hospital, or in which the Hospital has invested or extended working capital or other loans.

17.2. Amount of receivable/payable due to/from risk sharing partners and the back-up analysis.

17.3. Third party payor contracts. (Current payor agreements with current pricing only.)

17.4. PHO Agreements with physicians, employers and/or payors.

17.5. Incurred but not reported (IBNR) claims liability estimation methodology, general ledger balance and the estimate calculation

17.6. Fee-for-service contract pricing system.

17.7. Unusual IBNR adjustments related to prior contract years (if applicable).

17.8. Receivables related to reinsurance recoveries and third party lien recoveries.

17.9. Final risk pool settlements for the current and prior three years.

17.10. Organization chart and policies and procedures related to the operations of the internal capitation management department (if any).

17.11. TPA and/or URAC license, if any.

17.12. Compliance with HCFA standards related to claim payments.

17.13. Claims on hand and the receive date of the oldest claim.

17.14. Capitation management system.

17.15. Capitated arrangements, e.g., with HMOs, MSOs, PHOs, etc.

18. Taxes

18.1. IRS or state audit reports or correspondence with respect to last two tax years.

18.2. Information received from revenue audits not yet reduced to formal correspondence.

18.3. Sales and use tax returns.

18.4. Taxing entities and tax rates including state, county, city/municipal or other governmental taxing body.

18.5. Property tax returns for prior two years for taxable properties.

18.6. Payroll tax returns (Forms 941 and 940).

18.7. Federal and state income and franchise tax returns.

18.8. IRS correspondence in the past two years with respect to:

18.8.1. TIN matching or backup withholding (I.e., IRS CP2100 and 972CG notices)

18.8.2. Employment tax audits or compliance checks.

19. Working Capital

19.1. All inventory accounts for the current period with documentation of inventory adjustments recorded for prior fiscal period.

19.2. Deposits, prepaids, and other current assets for the most recent year-end.

19.3. Restricted assets which are limited as to use.

19.4. All current liabilities.

5F

September 7, 2018

Bill Pomeranz | Managing Director | Cain Brothers

Via Email

Dear Mr. Pomeranz:

Defender, LLC ("Buyer") is pleased to present this Letter of Intent regarding certain non-binding understandings and agreements in principle regarding the purchase of the Seton Coastline facility located in Moss Beach ("Property"), as more fully described below.

1. THE PARTIES:
   SELLER: St. Katherine's Campus
   BUYER: Defender, LLC, a Delaware limited liability company, and/or assigns

2. THE PROPERTY: All of the real estate, improvements, personal property, equipment, leases, intangible property, and assignable facility contracts, licenses and permits, owned by Seller and relating to the property located at 600 Marine Blvd Moss Beach, CA 94038 consisting of 5 General Acute Care and 116 Skilled Nursing (D/P) beds.

3. PURCHASE PRICE: The Purchase Price shall be Five Million Four Hundred and Forty-Five Thousand 00/100 Dollars ($5,445,000.00) payable in cash or otherwise immediately available funds at closing.

4. EARNEST MONEY DEPOSIT: Upon execution of a definitive Purchase Agreement, Buyer shall deposit the sum of Two Hundred Fifty Thousand 00/100 Dollars ($250,000.00) as an Earnest Money Deposit, which shall be refundable to Buyer until the expiration of the Due Diligence Period (defined below). The Earnest Money Deposit shall be applied to the Purchase Price paid by Buyer at Closing.

5. TITLE COMPANY. To be determined by Buyer prior to execution of this LOI. Within five (5) days following the date the Purchase Agreement is executed, Seller shall provide to Buyer a title commitment relating to the Property prepared by the Title Company.

6. DUE DILIGENCE: Because of the complexity of this transaction and the need to verify and attain licensing and State approvals, the "Due Diligence Period" under the Purchase Agreement shall begin upon execution of the Purchase Agreement and shall expire seventy (75) days following execution of the Purchase Agreement. During the Due Diligence Period, Buyer may perform any studies or tests, and obtain any licenses, as Buyer may reasonably desire. Buyer may terminate the Purchase Agreement at any time prior to the expiration of the Due Diligence Period, upon which the Earnest Money Deposit shall be released to Buyer.

7. SELLER DISCLOSURES. Within five (5) business days after execution of the Purchase Agreement, Seller shall deliver to Buyer a true and correct copy of all those documents identified to be provided as set forth in the Purchase Agreement, which shall include but not be limited to:

i. All rental contracts, leases, service contracts and other written contracts or agreements which affect the Property (or a certified statement from Seller's property manager regarding same);

ii. Operating statements of the Property, and information regarding the costs of operation and rental income, financials, security deposit records, utility bills, tax records and information regarding any tenants in default of existing lease agreements, and vacancy history;

iii. Reports, studies, evaluations, inspections and other materials in Seller's possession including information relating to the condition of the Property, and value of the Property;

iv. All licenses and permits relating to the Property;

v. Phase 1 environmental assessments, and surveys; and

vi. Any other documents pertinent in a transaction of this nature.

8. LICENSING APPROVALS. Buyer's obligation to close shall be conditioned upon, among other customary conditions, Buyer's receipt of evidence from the appropriate licensing authority as to the issuance of all approvals required to operate the facility, such that the facility will be validly licensed and operational as of closing for its intended purpose. Following execution of the Purchase Agreement, Seller will cooperate in good faith in connection with Buyer's application for licensure and any transfers of existing licenses relating to the Property, as applicable.

9. SELLER'S COOPERATION. Upon mutual execution of this Letter, Seller shall provide Buyer with such information in its possession pertaining to the Facility as such information is customarily provided to buyers, including, but not limited to; ALTA surveys, title reports, environmental reports, property inspection and/or property condition reports, a complete set of construction drawings (if any), any and all financial records (which do not violate any resident's privacy rights) which may be requested by Buyer or Buyer's bank to obtain financing, and all similar type reports available to or currently in Seller's possession or reasonably available to Seller, if such reports actually exists.

10. CLOSING AND CLOSING COSTS. Closing shall occur under the Purchase Agreement within sixty (60) days following the expiration of the Due Diligence Period. The Purchase Agreement shall allocate all closing costs in a manner customary for similar transactions occurring in Washoe County, Nevada.

11. TERMINATION OF MANAGEMENT. Seller shall terminate any and all existing management and operations agreements effective as of the date of closing.

12. REPRESENTATIONS AND WARRANTIES. Seller shall make customary representations and warranties under the Purchase Agreement with respect to the Property, including but not limited to, the completeness of disclosures made, existence of environmental hazards, financial statements, and so forth. Any warranties relating to the Property shall be assigned to Buyer at Closing.

13. OTHER TERMS. Seller and Buyer will agree, pursuant to the Purchase Agreement, to those additional terms and conditions which may be necessary to facilitate the transaction contemplated in this Letter of Intent, and shall endeavor, to the extent possible, to incorporate the terms of this Letter of Intent into the Purchase Agreement.

14. PREPARATION OF PURCHASE AGREEMENT. Buyer's counsel shall draft the initial Purchase Agreement and shall provide the same to Seller for review within ten (10) days following the full execution of this Letter of Intent. The parties anticipate that a Purchase Agreement will be negotiated in good faith and finalized promptly following delivery of the initial draft of the Purchase Agreement.

15. CONFIDENTIALTY. There shall be no public announcements regarding this transaction unless otherwise required by law, until the execution of the Purchase and Sale Agreement.

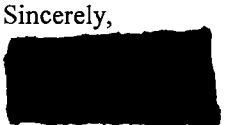
16. EXCLUSIVITY. Upon the signing this letter of intent, The Seller agrees not to market or sell said facility to any other party unless Buyer terminates this transaction during the Due Diligence Period or fails to Close by the Closing Date.

Except for section 16, this Letter of Intent does not, and is not intended to, constitute a legally binding obligation on the part of either of the parties hereto. It does, however, constitute a statement of the intention of the parties to promptly proceed in good faith with respect to the transactions contemplated herein. All rights and obligations of the parties will be subject to successful negotiation and execution of a Purchase Agreement and any other conditions set forth herein.

Please do not hesitate to contact me to discuss this Letter of Intent.

We look forward to receiving a response from you on or before September 14, 2018.

Sincerely,



Robert Jackson
Defender, LLC

AGREED TO BY:

SELLER:

_____

Name:
Its:

5G

LPCWEST
LINCOLN PROPERTY COMPANY

From the desk of
PARKE MILLER

Via Email

September 21, 2018

DRAFT

For Discussion Purposes Only

Mr. Carson Beith
Beith/Moloney/Herbert/Kim/McMillan Team
Cain Brothers
Via email to ehallberg@cainbrothers.com
Via email to dponciroli@cainbrothers.com

Re: Indication of Interest ("IOI") for purchase of the certain VHS assets known as the Daly City Property and the Morgan Hill Property (as defined herein)

Dear Carson & Team:

Thank you for the opportunity to provide this IOI. In follow up to our conversations, we are pleased to present the general terms and conditions under which LPC West, Inc. ("**LPC**"), its affiliates or assigns, would acquire the properties as further defined herein.

This is a non-binding proposal and Indication of Interest and has been made based upon our discussions and the information that has been provided to LPC. This Proposal is designed to highlight high level business terms and may be expanded to include specifics based on further conversations between the parties.

This Proposal is submitted on a confidential basis and Brokers agree that they will not disclose the terms of this proposal with any other party except those on a "need to know" basis.

Thank you for the opportunity to make this IOI.

Buyer:	LPC West, Inc., its affiliates or assigns ("Buyer")
Daly City Property:	Approximately 32.47 acres of land containing various hospital buildings totaling approximately 547,995 SF on the seven (7) depicted parcels as shown on the confidential offering memorandum provided to LPC.
Morgan Hill Property:	Approximately 24.55 acres of land containing a 117,425 SF hospital building with an address of 18500 De Paul Drive, Morgan Hill CA 95037

PMiller@LPC.com | 949.333.2114 (Desk)
18200 Von Karman Ave, Suite 780, Irvine CA 92612

LPCWEST
LINCOLN PROPERTY COMPANY

From the desk of
PARKE MILLER

Coastside Property: Approximately 6.21 acres of land containing a skilled nursing facility with an address of 600 Marine Blvd, Moss Beach CA 94038

Purchase Type: Buyer proposes to acquire the fee simple interest in the Daly City Property, the Morgan Hill Property and the Coastside Property (which may be collectively referred to herein as the "**Properties**"). Buyer's interest is limited to the physical real estate and not the hospital system or operators. Buyer shall be under no obligation to be beholden or encumbered by any in place lease agreement or operation agreement. This is a true "free and clear" property sale and the property will be delivered to Buyer vacant at close of escrow.

Purchase Price: For the Daly City Property: $25,000,000

For the Morgan Hill Property: $11,500,000

For the Coastside Property: $3,000,000

Deposit: On or before the date that is two (2) business days after the date of execution of the Purchase Agreement, Buyer shall deposit in an escrow account to be established with a third-party escrow agent mutually acceptable to Buyer and Seller ("**Escrowee**"), pursuant to the Purchase Agreement, an amount equal to Two Hundred Fifty Thousand dollars ($250,000) (the "**Initial Deposit**"). The Initial Deposit shall be placed in escrow with a title company mutually acceptable to Buyer and Seller and shall be fully refundable to Purchaser for the Due Diligence period.

Due Diligence: Following an exclusive award to Buyer, Buyer shall have forty-five (45) days to conduct its due diligence activities. Seller agrees to provide Buyer with the due diligence items requested in Exhibit A: Due Diligence attached hereto.

Closing: Forty-five (45) days following expiration of Due Diligence.

Patient Transition: Buyer will engage Generations Healthcare to facilitate the transition and care-assist of the patients in the skilled nursing facilities located in the Properties to ensure that in-place patients are transitioned to quality replacement

PMiller@LPC.com | 949.333.2114 (Desk)
18200 Von Karman Ave, Suite 780, Irvine CA 92612

facilities in a reasonable and timely manner following the close of escrow.

Assignment: Buyer shall have the right to assign this Letter of Intent and/or the Purchase Agreement to a corporation, partnership or other entity that is directly or indirectly controlled by Buyer. The Purchase Agreement shall provide that the Buyer may assign the Purchase Agreement to an entity described in the preceding sentence. Upon any assignment of this IOI in accordance, the Buyer named herein shall be released from any obligation or liability hereunder.

Commissions: Landlord acknowledges that Tenant is represented by CBRE, Inc. and agrees to pay a leasing commission pursuant to a separate agreement.

Proposal Expiration: 5:00 p.m. PST of the 10th business day following delivery of this Proposal.

On behalf of Lincoln Property Company, I appreciate you giving us the opportunity to provide this IOI and look forward to your feedback.

Best regards,

Parke Miller
Executive Vice President
LPC West, Inc
Lincoln Property Company
Lic. 01958898
PMiller@LPC.com

DISCLAIMER: *This Proposal letter expires at 5:00 p.m. PST on the 10th business day following delivery of this letter to the Borrower.* ***THIS PROPOSAL IS FOR DISCUSSION PURPOSES ONLY. THIS IS NOT A LEASE OR A COMMITMENT TO EXTEND CREDIT IN ANY FORM, AND REMAINS SUBJECT TO DUE DILIGENCE, CREDIT APPROVAL, AND DOCUMENTATION. ALL ORAL COMMUNICATIONS BETWEEN THE PARTIES SHALL BE MERGED INTO THIS PROPOSAL AND NO ORAL COMMUNICATIONS BETWEEN THE PARTIES AFTER THE EXECUTION HEREOF SHALL SUPERSEDE THIS PROPOSAL.***

LPCWEST
LINCOLN PROPERTY COMPANY

From the desk of
PARKE MILLER

Please acknowledge your acceptance of the terms and conditions described herein by executing the acknowledgment below. Please return an executed copy via email to pmiller@lpc.com.

AGREED AND ACCEPTED:

SELLER:

By:

By: _____

Name: _____

Title: _____

Date: _____

BUYER:

By:

By: _____

Name: _____

Title: _____

Date: _____

PMiller@LPC.com | 949.333.2114 (Desk)
18200 Von Karman Ave, Suite 780, Irvine CA 92612

LPCWEST
LINCOLN PROPERTY COMPANY

From the desk of
PARKE MILLER

Exhibit A

1. copies of third party reports with respect to the Property, including, without limitation, an environmental assessment, including hazardous/toxic substances reviews, plans, specifications, architectural drawings, engineering reports and architectural, development and other plans and similar materials pertaining to the Property;

2. any and all evidence of compliance with, or violation of, zoning, local restrictions, parking requirements and building permits for all portions of the Property, including, without limitation, copies of certificates of occupancy, zoning letters from local zoning or municipal authorities;

3. any and all information pertaining to any pending or threatened litigation involving any portion of the Property;

4. copies of any and all service and maintenance contracts, employment agreements, collective bargaining agreements, equipment leases, utility agreements, management agreements (including any correspondence relating to any deficiencies Seller has identified at the Property), parking agreements, operating agreements, ground leases and other agreements of any kind or nature relating to, or affecting any portion of, the Property;

5. copies of the current real estate tax bill and of any and all real estate tax bills for the three tax years preceding the date hereof, and copies of all documentation relating to pending tax certiorari proceedings;

6. copies of any and all insurance bills, certificates, and policies, and any and all documentation with respect to any claims made under such insurance policies;

7. copies of any and all pending agreements that will be binding upon Purchaser after Closing;

8. copies of any and all proposals, letters of intent for leasing of the Property, leases, or occupancy agreements or arrangements out for signature with respect to the Property;

9. a copy of the most recent aged delinquency report;

10. copies of all correspondence in Seller's possession between Seller and adjacent landowners, ground lessors, ground lessees or other entities with property rights adjacent to the Property

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18200 Von Karman Ave, Suite 780, Irvine CA 92612

LPCWEST
LINCOLN PROPERTY COMPANY

From the desk of
PARKE MILLER

Via Email

October 12, 2018

DRAFT

For Discussion Purposes Only

Mr. Carson Beith
Beith/Moloney/Herbert/Kim/McMillan Team
Cain Brothers
Via email to ehallberg@cainbrothers.com
Via email to dponciroli@cainbrothers.com

Re: Indication of Interest ("IOI") for purchase of the certain VHS assets known as the Daly City Property (as defined herein)

Dear Carson & Team:

Thank you for the opportunity to provide this IOI. In follow up to our conversations, we are pleased to present the general terms and conditions under which LPC West, Inc. ("**LPC**"), its affiliates or assigns, would acquire the properties as further defined herein.

This is a non-binding proposal and Indication of Interest and has been made based upon our discussions and the information that has been provided to LPC. This Proposal is designed to highlight high level business terms and may be expanded to include specifics based on further conversations between the parties.

This Proposal is submitted on a confidential basis and Brokers agree that they will not disclose the terms of this proposal with any other party except those on a "need to know" basis.

Thank you for the opportunity to make this IOI.

Buyer:	LPC West, Inc., its affiliates or assigns ("Buyer")
Daly City Property:	Approximately 32.47 acres of land containing various hospital buildings totaling approximately 547,995 SF on the seven (7) depicted parcels as shown on the confidential offering memorandum provided to LPC.
Purchase Type:	Buyer proposes to acquire the fee simple interest in the Daly City Property (the "**Properties**"). Buyer's interest is limited to the physical real estate and not the hospital system or

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18200 Von Karman Ave, Suite 780, Irvine CA 92612

operators; however as further detailed below and in supplemental information, Buyer is willing to work with the existing operations and patients in place to ensure that utmost care is provided to ensure that these patients are thoughtfully, carefully and timely transferred into new or replacement facilities. Buyer shall be under no obligation to be beholden or encumbered by any in place lease agreement or operation agreement. This is a true "free and clear" property sale and the property will be delivered to Buyer vacant at close of escrow.

Purchase Price: For the Daly City Property: $35,000,000

Deposit: On or before the date that is two (2) business days after the date of execution of the Purchase Agreement, Buyer shall deposit in an escrow account to be established with a third-party escrow agent mutually acceptable to Buyer and Seller ("**Escrowee**"), pursuant to the Purchase Agreement, an amount equal to Two Hundred Fifty Thousand dollars ($250,000) (the "**Initial Deposit**"). The Initial Deposit shall be placed in escrow with a title company mutually acceptable to Buyer and Seller and shall be fully refundable to Purchaser for the Due Diligence period.

Due Diligence: Following an exclusive award to Buyer, Buyer shall have forty-five (45) days to conduct its due diligence activities. Seller agrees to provide Buyer with the due diligence items requested in Exhibit A: Due Diligence attached hereto.

Closing: Forty-five (45) days following expiration of Due Diligence.

Patient Transition: Buyer believes that it is uniquely qualified and structured to ensure that the in-place patients of the existing hospital facility are carefully and thoughtfully transitioned into replacement and proximate facilities. To that end, Buyer plans to partner with Generations Healthcare, one of the nation's premier nursing care facility operators and with whom Buyer has a pre-existing relationship, to facilitate the transition and care-assist of the patients in the medical facilities located in the Properties to ensure that in-place patients are transitioned to quality replacement facilities in a reasonable and timely manner following the close of escrow.

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18200 Von Karman Ave, Suite 780, Irvine CA 92612

LPCWEST
LINCOLN PROPERTY COMPANY

From the desk of
PARKE MILLER

Although this IOI is written with the intent of Buyer acquiring the Properties, Buyer remains focused on ensuring that the existing patients at the Properties are treated with respect and care during this major transition.

Due to its expertise in the industry and because it has two locations in Daly City (St. Francis Heights and St. Francis Pavilion), Generations Healthcare would be an ideal partner for this transition.

For more information on Generations Healthcare, please visit www.lifegen.net and review the supplemental information provided as a part of this IOI.

Assignment: Buyer shall have the right to assign this Letter of Intent and/or the Purchase Agreement to a corporation, partnership or other entity that is directly or indirectly controlled by Buyer. The Purchase Agreement shall provide that the Buyer may assign the Purchase Agreement to an entity described in the preceding sentence. Upon any assignment of this IOI in accordance, the Buyer named herein shall be released from any obligation or liability hereunder.

Commissions: Landlord acknowledges that Tenant is represented by CBRE, Inc. and agrees to pay a leasing commission pursuant to a separate agreement.

Proposal Expiration: 5:00 p.m. PST of the 10th business day following delivery of this Proposal.

On behalf of Lincoln Property Company, I appreciate you giving us the opportunity to provide this IOI and look forward to your feedback.

Best regards,

Parke Miller
Executive Vice President
LPC West, Inc

PMiller@LPC.com | 949.333.2114 (Desk)
18200 Von Karman Ave, Suite 780, Irvine CA 92612

LPCWEST
LINCOLN PROPERTY COMPANY

From the desk of
PARKE MILLER

Lincoln Property Company
Lic. 01958898
PMiller@LPC.com

DISCLAIMER: *This Proposal letter expires at 5:00 p.m. PST on the 10th business day following delivery of this letter to the Borrower.* ***THIS PROPOSAL IS FOR DISCUSSION PURPOSES ONLY. THIS IS NOT A LEASE OR A COMMITMENT TO EXTEND CREDIT IN ANY FORM, AND REMAINS SUBJECT TO DUE DILIGENCE, CREDIT APPROVAL, AND DOCUMENTATION. ALL ORAL COMMUNICATIONS BETWEEN THE PARTIES SHALL BE MERGED INTO THIS PROPOSAL AND NO ORAL COMMUNICATIONS BETWEEN THE PARTIES AFTER THE EXECUTION HEREOF SHALL SUPERSEDE THIS PROPOSAL.***

Please acknowledge your acceptance of the terms and conditions described herein by executing the acknowledgment below. Please return an executed copy via email to pmiller@lpc.com.

AGREED AND ACCEPTED:

SELLER:

By:

By: _____

Name: _____

Title: _____

Date: _____

BUYER:

By:

By: _____

Name: _____

LPCWEST
LINCOLN PROPERTY COMPANY

From the desk of
PARKE MILLER

Exhibit A

1. copies of third party reports with respect to the Property, including, without limitation, an environmental assessment, including hazardous/toxic substances reviews, plans, specifications, architectural drawings, engineering reports and architectural, development and other plans and similar materials pertaining to the Property;

2. any and all evidence of compliance with, or violation of, zoning, local restrictions, parking requirements and building permits for all portions of the Property, including, without limitation, copies of certificates of occupancy, zoning letters from local zoning or municipal authorities;

3. any and all information pertaining to any pending or threatened litigation involving any portion of the Property;

4. copies of any and all service and maintenance contracts, employment agreements, collective bargaining agreements, equipment leases, utility agreements, management agreements (including any correspondence relating to any deficiencies Seller has identified at the Property), parking agreements, operating agreements, ground leases and other agreements of any kind or nature relating to, or affecting any portion of, the Property;

5. copies of the current real estate tax bill and of any and all real estate tax bills for the three tax years preceding the date hereof, and copies of all documentation relating to pending tax certiorari proceedings;

6. copies of any and all insurance bills, certificates, and policies, and any and all documentation with respect to any claims made under such insurance policies;

7. copies of any and all pending agreements that will be binding upon Purchaser after Closing;

8. copies of any and all proposals, letters of intent for leasing of the Property, leases, or occupancy agreements or arrangements out for signature with respect to the Property;

9. a copy of the most recent aged delinquency report;

10. copies of all correspondence in Seller's possession between Seller and adjacent landowners, ground lessors, ground lessees or other entities with property rights adjacent to the Property

PMiller@LPC.com | 949.333.2114 (Desk)
18200 Von Karman Ave, Suite 780, Irvine CA 92612

GENERATIONS HEALTHCARE

Caring for a Lifetime

CBRE

CBRE

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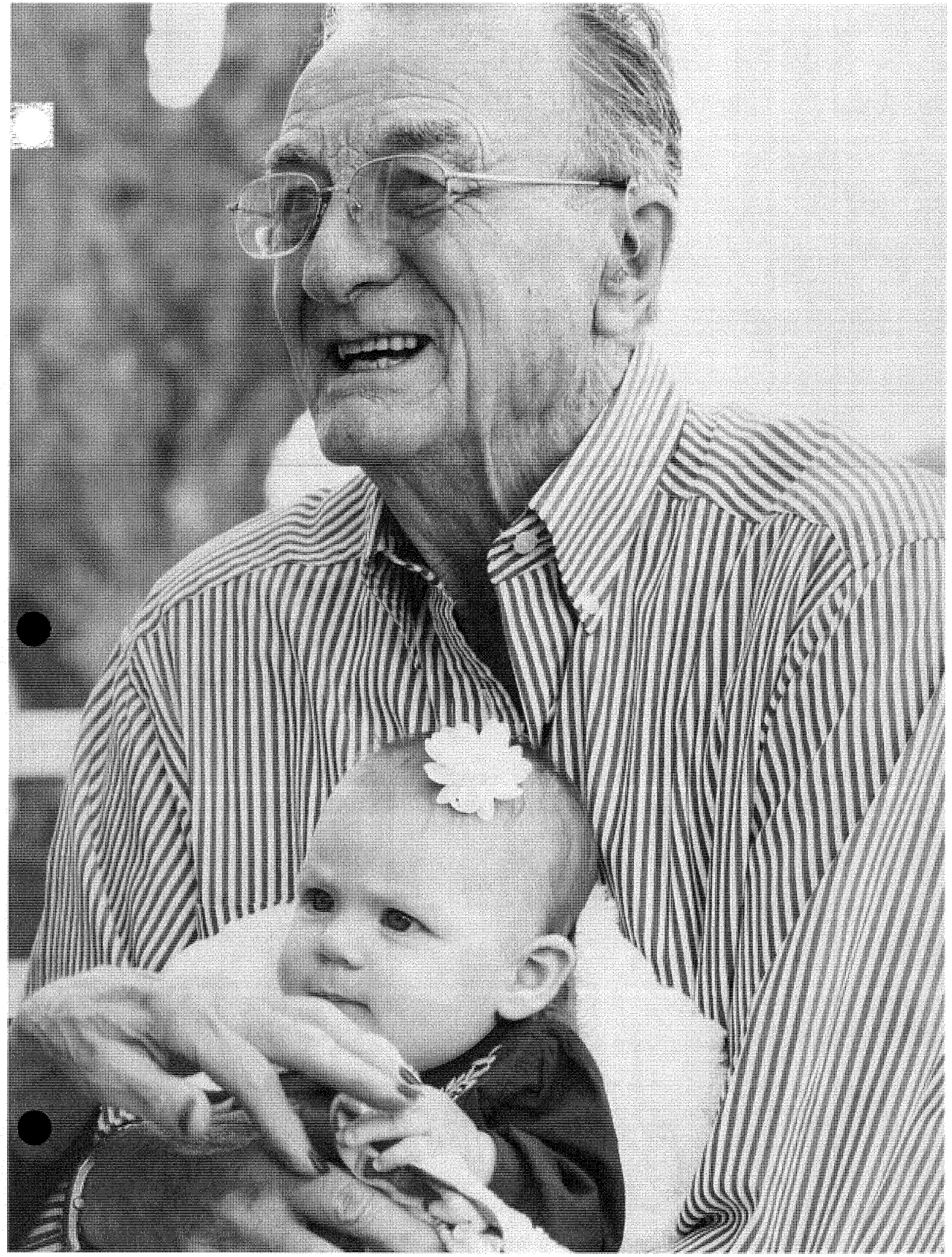


GENERATIONS HEALTHCARE

CORPORATE RESUME

of

Life Generations Healthcare LLC

The Company

Generations Healthcare began operations in January of 1998 with a single 89-bed skilled nursing facility. Since that time Generations has grown to 20 facilities comprising nearly 2,300 licensed beds. Of those beds 600 are located throughout San Diego County, over 1,100 beds in the Northern California Bay Area, and over 500 are located in Los Angeles and Orange Counties.

When Generations began business, it started with a very simple business strategy: focus on quality and service. Generations believed that if it would be selective about the facilities it acquired, managed its growth slowly, reinvested capital back into its facilities, and retained and trained exceptional managers and caregivers, it could lift those facilities to the top of the markets they served. To date this strategy has proven out.

In its nearly 19 years Generations has established an excellent reputation in the communities it serves with both the medical community and the State Department of Health. Generations has built this reputation through a concerted focus on quality and service. Generations Healthcare has invested significant capital in improvements to its facilities, grounds, furniture, equipment and information systems. Additionally, it has significantly improved the management and staff in each of its facilities allowing it to consistently improve census, skill mix, and patient care standards. As a result, Generations Healthcare enjoys the best of reputations in the markets it serves while being able to sustain exceptional financial health.

Management

NAME	POSITION	EXPERIENCE
THOMAS OLDS, JR.	CEO/Founder	Covenant Care GranCare Continuing Care
LOIS MASTROCOLA	Chief Financial Officer	Regency Health Services Covenant Care KPMG
STEVE BLACK, N.H.A.	Director of Operations	Generations Healthcare
NADINE HEIDEMAN	Director of Rehab Services	Cedar Sinai Select Therapies
MICHELLE WEST	Director of Clinical Operations Southern California	Covenant Care Lifehouse Health Services
ANDREW BOYD, N.H.A.	Director of Regional Operations Northern Region	Generations Healthcare
JAMES GEDDIE, N.H.A.	Director of Regional Operations Southern Region	Generations Healthcare
JOHN MASTROCOLA, N.H.A.	Director of Regional Operations Central Region	North American Health Care Covenant Care
TRACIE MURRAY, J.D., N.H.A.	Senior Leadership Regulatory Advisor	California State Bar Assn. Generations Healthcare
MARISSA BRANDEL, J.D.	Legal Counsel	Generations Healthcare North American Healthcare
MERRY ROGERS	Director of Human Resources	Generations Healthcare St. Joseph Health System
TIM MILLER	Director of Business Development	Generations Healthcare Amgen Pfizer

Management

Thomas Olds Jr. *(CEO/Founder)* Mr. Olds founded Generations Healthcare in January of 1998 with a single 89-bed skilled nursing facility. Since that time he has grown the company to encompass numerous facilities throughout Northern and Southern California with more than 2,000 beds. His business strategy focuses on quality and service while remaining mindful of the challenges and changes facing older adults in today's world. Mr. Olds began his career in the long term care industry in 1989 at GranCare, a small LTC start up. He was a key member of the acquisition and operations team that grew GranCare from just a few hundred beds to over 10,000 beds and a place on the NYSE. In 1994, he was a founding partner in Covenant Care, Inc. focusing on business development and operations. During his tenure with Covenant Care he directed the acquisition of more than 30 skilled nursing facilities, four pharmacies and a therapy company. He also led the building of the corporate infrastructure with both management and information systems.

Lois Mastrocola *(Chief Financial Officer)* Lois has been part of Generations Healthcare since its founding in 1998. She began her career working with an international public accounting firm where she served as a financial and reimbursement consultant to Regency Health Services, a start-up long term care company. She joined Regency and took the company through its subsequent growth from 21 facilities to over 100 facilities, the enterprise later acquired by Sun Healthcare Group. Following Regency, she joined Covenant Care, Inc. as Director of Reimbursement. She was a valuable contributor to Covenant Care's growth to over 40 facilities. She departed to join KPMG LLP to assist with their efforts to develop their Western Region Long Term Care Consulting and Advisory Practice. Lois graduated from Villanova University, Villanova, Pennsylvania.

Steve Black, N.H.A. *(Director of Operations)* Steve began working for Generations Healthcare in 1998 as Administrator of Vista Manor Nursing & Rehabilitation Center. In 2001 he was named Senior Administrator for Generations Healthcare's Northern Region. He is instrumental in transitioning newly acquired facilities and has trained several "administrators in training" who are now facility Administrators. He is currently Director of Operations over all of Generations Healthcare facilities. Steve has a Bachelor's Degree in Business Administration with a concentration in Health Administration from Central Michigan University.

Nadine Heideman, L/OTR *(Director of Rehab Services)* Nadine oversees all rehabilitation services for Generations Healthcare through TheraGen, the therapy component of the company. Nadine began working in the therapy field in 1981. She brings a wealth of experience in Occupational Therapy and Therapy Management. While working at Cedars-Sinai Hospital as the Supervising Therapist, Nadine recognized the need for full therapy services at TCUs, Acute and Long Term Care hospitals and founded Select Therapies to provide this service. Her clients included Beverly Manor, GranCare, Summit Health and Covenant Care.

Michelle West, RN, BAHA, RCFE, RAC-CT, WCC *(Director of Clinical Operations, Southern California)* Michelle began her nursing career in 1994 and joined Generations Healthcare in 2016 overseeing all clinical operations for Generations Healthcare's Central and Southern Regions. Her expertise includes special focus facility turnarounds, quality assurance, policy and procedure development, skills validation programming and staff development framework. She has overseen clinical services at several skilled nursing companies including Covenant Care, Lifehouse Health Services and Apex Healthcare Solutions and Healthcare Management. She has her Master's Degree in Nursing from the University of San Francisco.

Management

Andrew Boyd, N.H.A. *(Regional Operations Director, Northern Region)* Andrew began his career with Generations Healthcare as Administrator at Vista Manor Nursing & Rehabilitation Center in 2004. He currently oversees all of the company's Northern California facilities encompassing more than 1,000 beds and more than 1,300 employees. Andrew recruits top talent to ensure a cohesive team of expert health care providers.

James Geddie, N.H.A. *(Regional Operations Director, Southern Region)* As regional operations director, Jim oversees all of Generations Healthcare's San Diego-area skilled nursing and special care facilities. He began his healthcare career in 2000 as Administrator at Generations Healthcare's Arbor Hills Nursing Center. Jim has guided the Southern Region facilities through numerous upgrades and remodels to provide top notch rehabilitation care to the San Diego community.

John Mastrocola, N.H.A., CDR, USNR (ret.) *(Regional Operations Director, Central Region)* John started his career in the long term care industry following eight years of service as a Naval Officer on active duty. A veteran of two Gulf Wars, he retired from the U.S. Naval Reserves after 23 years of service as a Commander. John joined Generations Healthcare in 2009 as Regional Operations Director of the Central Region and Administrator of Newport Nursing & Rehabilitation Center. He began his healthcare career in 1996 at Covenant Care, and was a regional director with North American Health Care.

Tracie Murray, N.H.A., J.D. *(Senior Leadership Regulatory Advisor)* Tracie began her healthcare career in 1988 and joined Generations Healthcare in 2004 serving as Administrator at Cedar Crest Nursing & Rehabilitation Center. In addition, Tracie also holds the role of Regulatory Advisor for Generations Healthcare. She received her Juris Doctor from Concord Law School in 2011. She has been a licensed Nursing Home Administrator since 1991. Tracy is involved in numerous community groups and associations and has received several awards including Rotarian of the Year in 2013, and a Distinguished Service Award from the California Association of Health Facilities.

Marissa Brandel, J.D. *(Legal Counsel)* Marissa began working in the healthcare industry in 1996. She has provided legal counsel to Generations Healthcare since 2007, supporting the regulatory compliance and policy development for every department at GHC. She oversees all contracts and litigation. Marissa received her Juris Doctor degree from Chapman University School of Law.

Merry Rogers *(Director of Human Resources)* Merry is a senior human resources professional with more than 30 years of experience in a variety of leadership roles for large organizations within both the for-profit and not-for-profit sectors. She previously spent several years in a variety of executive human resources positions throughout the St. Joseph Health System, one of the largest Catholic healthcare systems in the western United States. Her prior human resources experience includes diverse roles in retail and insurance services.

Tim Miller *(Director of Business Development)* Tim began his career in Healthcare in 1988 at Pfizer and later worked for Amgen for 17 years in various sales management and key leadership positions. Tim joined Generations Healthcare in 2013 and directs sales and marketing for all of the company's facilities. He handles strategic account development, admissions, community outreach, contracting, managed care, physician relations and hiring and training for customer outreach.

Our Mission

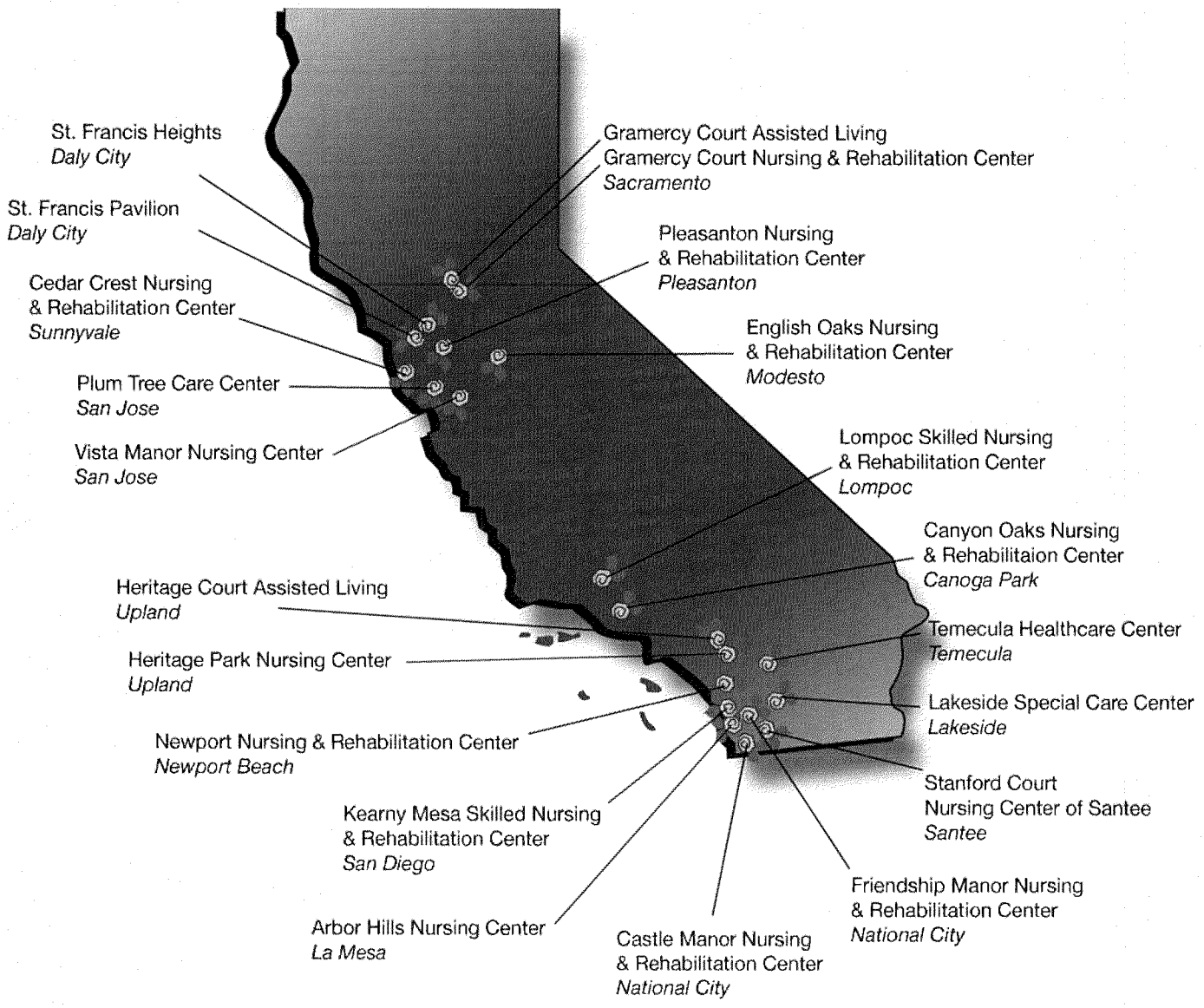
Generations Healthcare was founded upon the belief that caring for the sick, the elderly, and the infirm is a special and sacred stewardship. It is our mission to have this belief reflected in everything we do: in the presentation of our homes, in the professionalism of our staff, and in the daily delivery of care to our residents and their families. It is our purpose that whoever enters a Generations home will be met with kindness, competence and compassion.

We are Caring for a Lifetime:
a Lifetime of Memories, a Lifetime of Care, a Lifetime of Love.

Our Operating Philosophy

- Establish a vision of quality
- Develop high standards of performance
- Provide the necessary resources (training, expectations, capital, systems, procedures)
- Attract superior talent
- Focus on building not maintaining
- Build through serving
- Measure progress timely and accurately
- Develop a reputation of competence and excellence
- Respect others
- Expect extraordinary results

Generations Healthcare Facilities



Facilities

NORTHERN REGION

CEDAR CREST NURSING & REHABILITATION CENTER
797 East Fremont Avenue
Sunnyvale, CA 94087
(408) 738-4880

ENGLISH OAKS NURSING & REHABILITATION CENTER
2633 West Rumble Road
Modesto, CA 95350
(209) 577-1001

GRAMERCY COURT SKILLED NURSING & REHAB CENTER
2200 Gramercy Drive
Sacramento, CA 95825
(916) 482-2200

GRAMERCY COURT ASSISTED LIVING
2200 Gramercy Drive
Sacramento, CA 95825
(916) 482-2200

PLEASANTON NURSING & REHABILITATION CENTER
300 Neal Street
Pleasanton, CA 94566
(925) 462-2400

PLUM TREE CARE CENTER
2580 Samaritan Drive
San Jose, CA 95124
(408) 356-8181

ST. FRANCIS HEIGHTS
35 Escuela Drive
Daly City, CA 94015
(650) 755-9515

ST. FRANCIS PAVILION
99 Escuela Drive
Daly City, CA 94015
(650) 994-3200

VISTA MANOR NURSING & REHABILITATION CENTER
120 Jose Figueres Avenue
San Jose, CA 95116
(408) 272-1400

CENTRAL REGION

CANYON OAKS NURSING & REHABILITATION CENTER
22029 Saticoy Street
Canoga Park, CA 91303
(818) 887-7050

HERITAGE PARK NURSING CENTER
275 Garnet Way B
Upland, CA 91786
(909) 949-4887

HERITAGE COURT ASSISTED LIVING
275 Garnet Way A
Upland, CA 91786
(909) 949-4887

LOMPOC SKILLED NURSING & REHAB CENTER
1428 West North Avenue
Lompoc, CA 93436
(805) 735-4010

NEWPORT NURSING & REHABILITATION CENTER
1555 Superior Avenue
Newport Beach, CA 92663
(949) 646-7764

SOUTHERN REGION

ARBOR HILLS NURSING CENTER
7800 Parkway Drive
La Mesa, CA 91942
(619) 460-2330

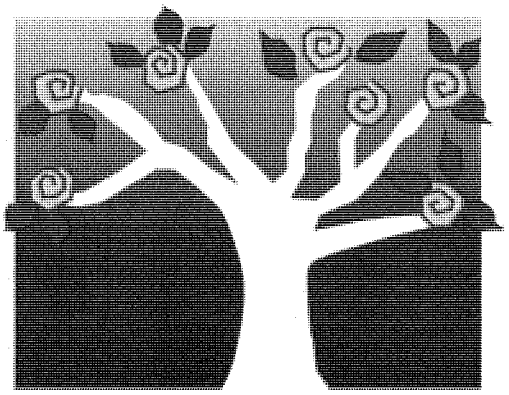
CASTLE MANOR NURSING & REHABILITATION CENTER
541 V Avenue
National City, CA 91950
(619) 791-7900

FRIENDSHIP MANOR NURSING & REHABILITAION CENTER
902 Euclid Avenue
National City, CA 91950
(619) 791-7700

KEARNY MESA SKILLED NURSING & REHAB CENTER
7675 Family Circle
San Diego, CA 92111
(858) 278-8121

LAKESIDE SPECIAL CARE CENTER
11962 Woodside Avenue
Lakeside, CA 92040
(619) 561-1222

STANFORD COURT NURSING CENTER OF SANTEE
8778 Cuyamaca Street
Santee, CA 92071
(619) 449-5555



GENERATIONS HEALTHCARE

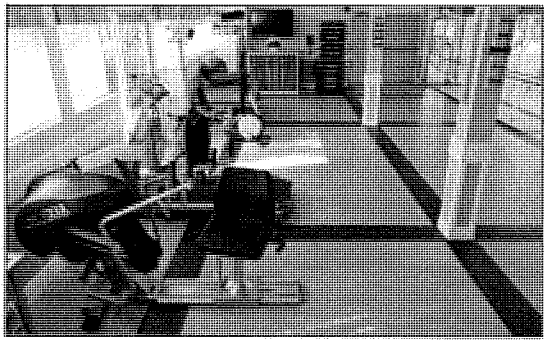
Facilities

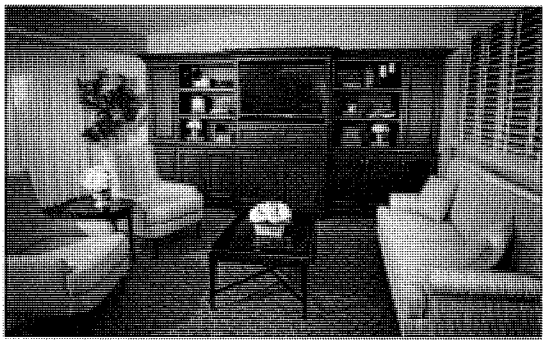
Arbor Hills Nursing Center

Arbor Hills Nursing Center: 7800 Parkway Drive, La Mesa, CA 91942
Phone: 619-460-2330 • Fax: 619-460-5821 • Total Beds: 102

FACILITY SUMMARY

- Medicare Certified
- Comprehensive In-house Physical, Occupational, Speech and Respiratory Therapy specializing in Cardiac, Orthopedic and Neurology patients
- 24-Hour Skilled Nursing Care
- Therapeutic walking path through flower gardens
- Multiple rooms with patio sliding doors to both courtyards
- Standard cable television available to each room
- Telephone service available to each room
- Conveniently located in La Mesa near Grossmont Hospital and Alvarado Hospital



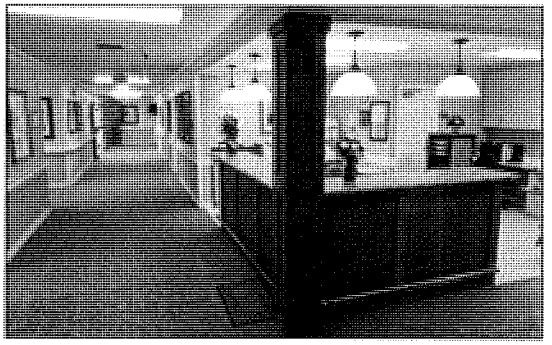


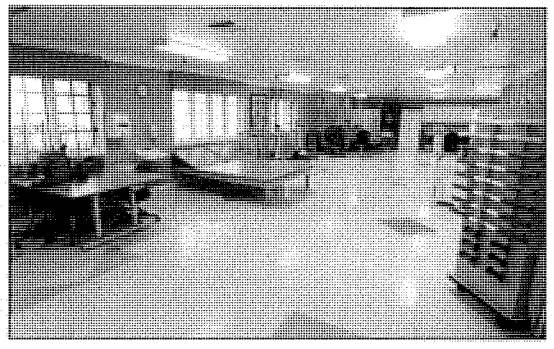
Canyon Oaks Nursing & Rehabilitation Center

Canyon Oaks Nursing & Rehabilitation: 22092 Saticoy Street, Canoga Park, CA 91303
Phone: 818-887-7050 • Fax: 818-887-3638 • Total Beds: 163

FACILITY SUMMARY

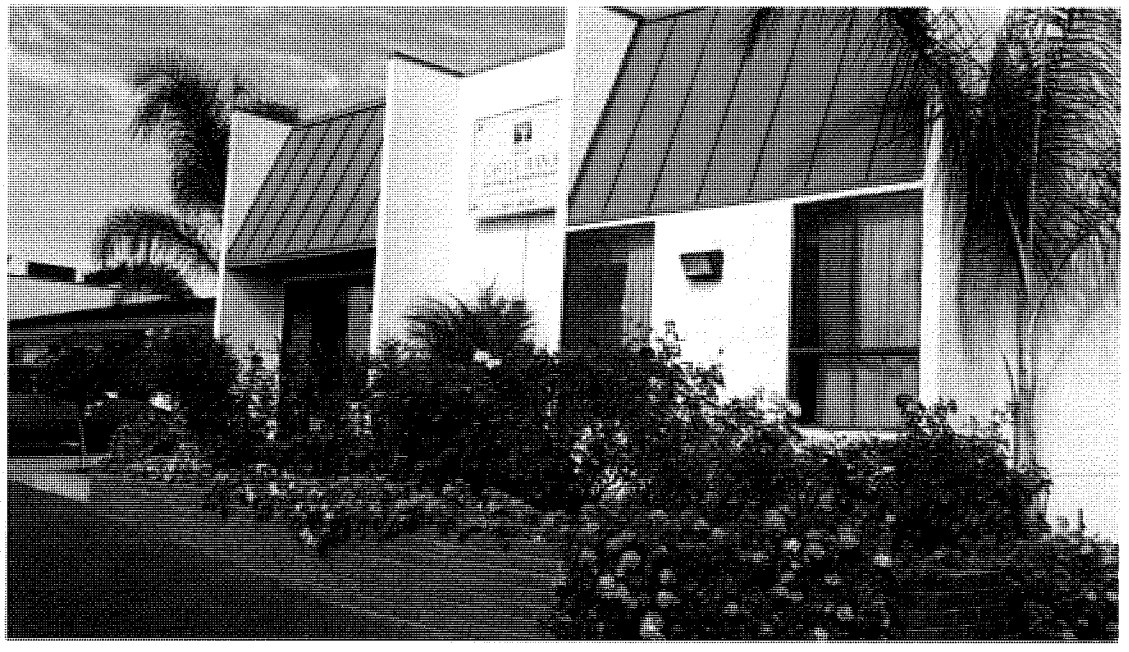
- Medicare Certified
- Comprehensive In-house Physical, Occupational, Speech and Respiratory Therapy
- Inpatient and Outpatient Therapy
- Beautiful home-like surroundings
- Courtyard areas with covered patio, flower gardens and fountains
- Standard cable television available to each room
- Telephone service available to each room
- Easily accessible off 101 freeway





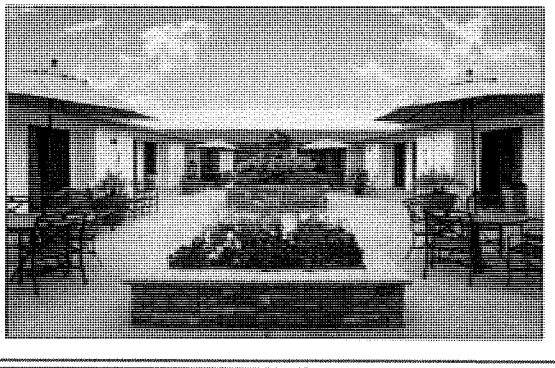
Castle Manor Nursing & Rehabilitation Center

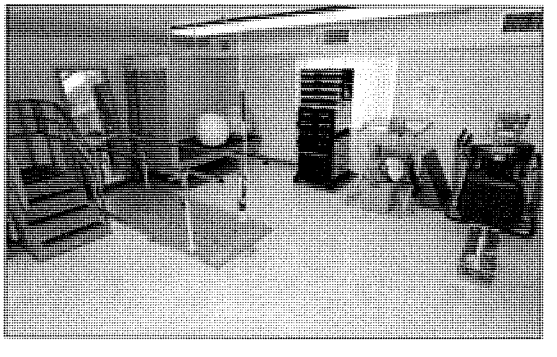
Castle Manor Nursing & Rehabilitation Center: 541 V Avenue, National City, CA 91950
Phone: 619-791-7900 • Fax: 619-791-7980 • Total Beds: 99



FACILITY SUMMARY

- Medicare Certified
- Comprehensive In-house Physical, Occupational, Speech and Respiratory Therapy
- Inpatient and Outpatient Therapy
- Beautiful home-like surroundings
- Elegant dining area with grand piano
- Courtyard areas with flower garden, fountains and bird aviary
- Standard cable television available to each room
- Telephone service available to each room
- Located in National City, blocks away from Paradise Valley Hospital



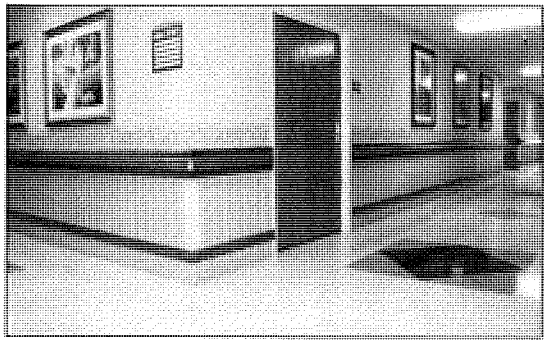


Cedar Crest Nursing & Rehabilitation Center

Cedar Crest Nursing & Rehabilitation Center: 797 E. Fremont Avenue, Sunnyvale, CA 94087
Phone: 408-738-4880 • Fax: 408-738-1946 • Total Beds: 90

FACILITY SUMMARY

- Medicare Certified
- Certified In-house Physical, Occupational, and Speech Therapy offered seven days a week
- 2,500 sq.ft. fully contained therapy center, featuring a fully operational kitchen, rehabilitative restroom with working shower and tub, treadmills, recumbent bikes
- Quarter-acre park-like grounds with raised flower gardens and bench-lined walkways
- Home-like surroundings
- Telephone service and cable TV to each room
- Easily accessible from all major freeways

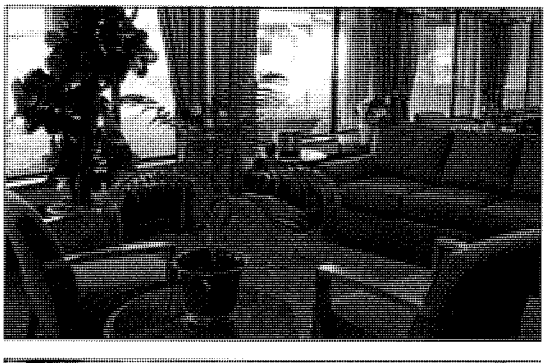


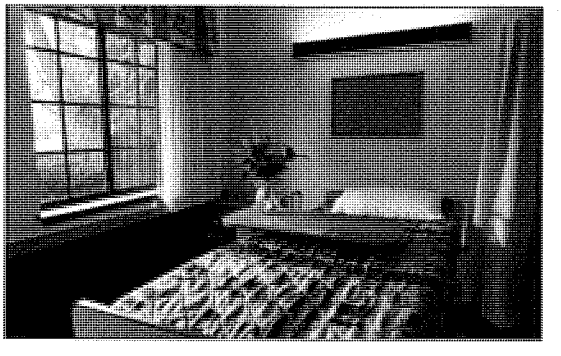
English Oaks Nursing & Rehabilitation Center

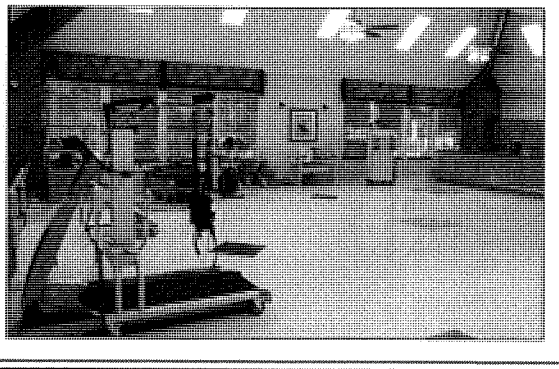
English Oaks Nursing & Rehabilitation Center: 2633 West Rumble Road, Modesto, CA 95350
Phone: 209-577-1001 • Fax: 209-577-0366 • Total Beds: 180

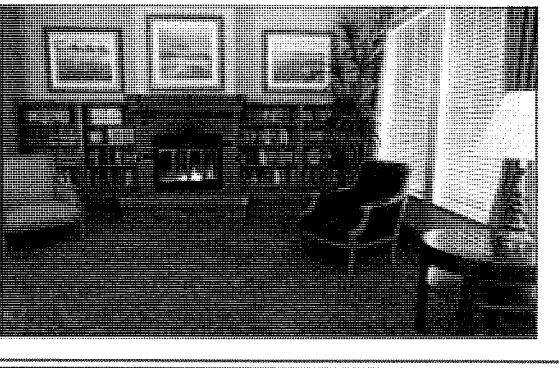
FACILITY SUMMARY

- Medicare Certified
- Certified In-house Physical, Occupational, and Speech Therapy
- 24-hour Skilled Nursing Care
- Charming Tudor architecture with tranquil surroundings
- Spacious dining areas and cozy lounges throughout
- Fireplaces, libraries, aquarium and bird aviary
- Telephone service available to each room
- Located east of the 99 in Modesto







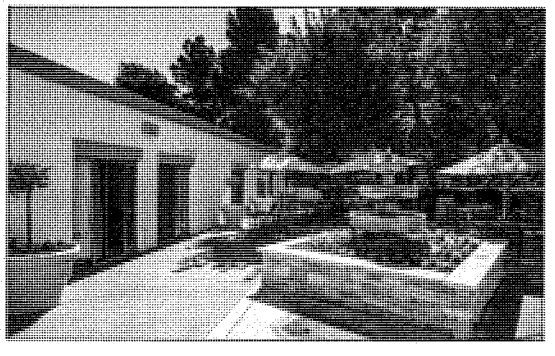


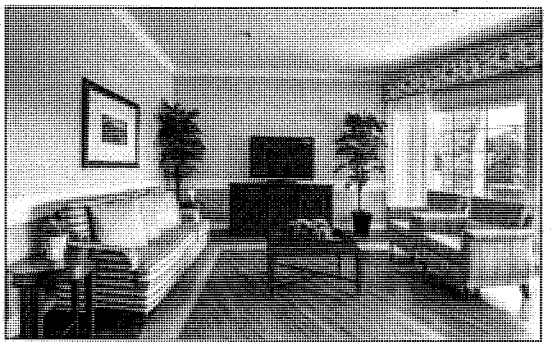
Friendship Manor Nursing & Rehabilitation Center

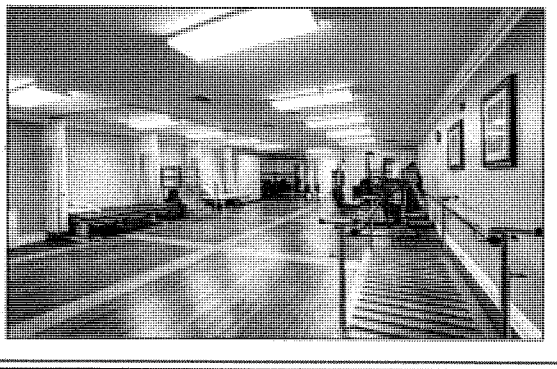
Friendship Manor Nursing & Rehabilitation Center: 902 Euclid Avenue, National City, CA 91950
Phone: 619-791-7700 • Fax: 619-791-7791 • Total Beds: 104

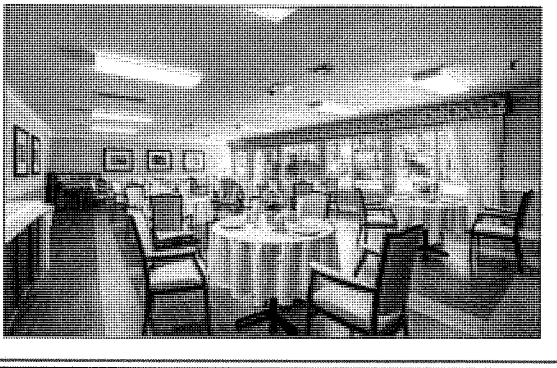
FACILITY SUMMARY

- Medicare Certified
- Comprehensive In-house Physical, Occupational, and Speech Therapy located near local hospital
- 24-hour Skilled Nursing Care
- Courtyard areas with flower gardens and fountains
- Park-like setting with Gazebo
- Standard cable TV to each room
- Telephone service available to each room
- Easy freeway access in every direction
- Located in the heart of the South Bay area of San Diego









Gramercy Court Nursing & Rehabilitation Center

Gramercy Court Nursing & Rehabilitation Center: 2200 Gramercy Drive, Sacramento CA 95825
Phone: 916-482-2200 • Fax: 916-482-2205 • Total Beds: 120

FACILITY SUMMARY

- Medicare Certified
- Comprehensive In-house Physical, Occupational, and Speech Therapy
- 24-hour Skilled Nursing Care
- Courtyard areas with flower gardens
- Assisted living facility next door
- Standard cable TV to each room
- Telephone service available to each room
- Easy freeway access in every direction

Gramercy Court Assisted Living

Gramercy Court Assisted Living: 2200 Gramercy Drive, Sacramento CA 95825
Phone: 916-482-2200 • Fax: 916-482-6786 • Total Beds: 85

FACILITY SUMMARY

- Private and shared studio apartments
- Safety-equipped private baths with emergency call lights
- Transportation to medical appointments
- Special intercom and emergency call button for 24-hour assistance
- Three well-balanced daily meals. Several menu options at each meal.

(Photos not yet available)

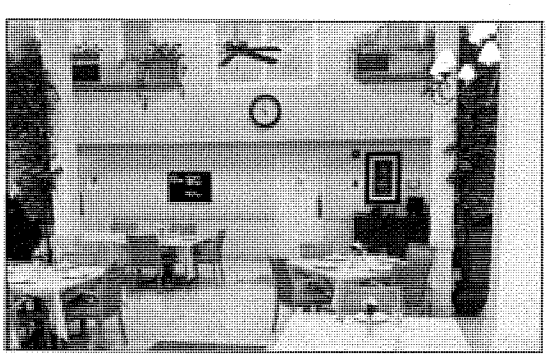
Heritage Court Assisted Living

Heritage Court Assisted Living: 275 Garnet Way A, Upland, CA 91786
Phone: 909-949-4887 • Fax: 909-949-8476 • Total Beds: 88

FACILITY SUMMARY

Our assisted living home is designed to create privacy and foster a sense of community. We offer assistance personalized for each resident to help meet daily living needs. We also encourage socialization by offering numerous group activities and events.

- Private and shared studio apartments
- Safety-equipped private baths with emergency call lights
- Big view windows that open to fresh air
- Vaulted ceilings in all second floor rooms
- Individual temperature control in each room
- Transportation to medical appointments
- Special intercom and emergency call button for 24-hour assistance
- Three well-balanced daily meals. Several menu options at each meal.
- Beautiful park-like surroundings. Patio garden with seating and fountains.
- Spacious common rooms with games, books, fireplace, musical instruments
- Special activities and services including meeting room for special events, daily spiritual activities, fitness activities, shopping excursions, group trips and outings, resident-sponsored clubs, arts and crafts, movies
- Beauty and barber services

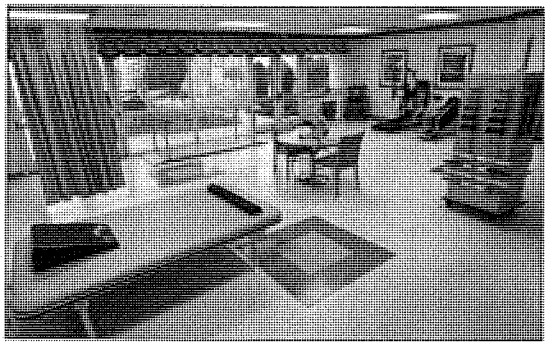


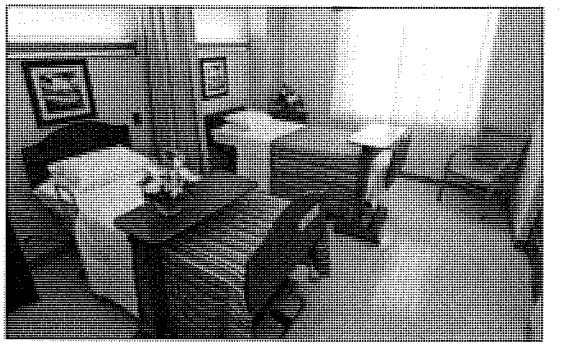
Heritage Park Nursing Center

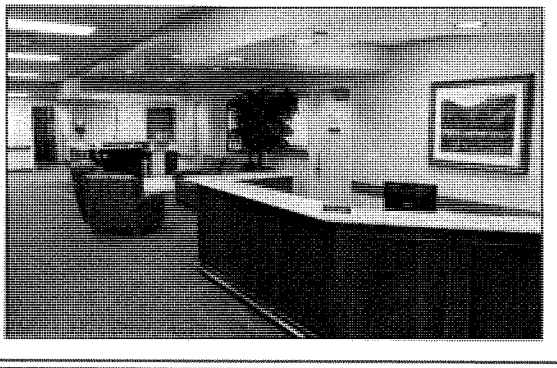
Heritage Park Nursing Center, 275 Garnet Way B, Upland, CA 91786
Phone: 909-949-4887 • Fax: 909-949-8476 • Total Beds: 70

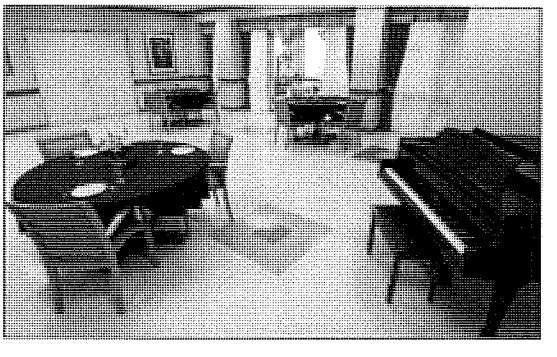
FACILITY SUMMARY

- Medicare Certified
- Comprehensive In-house Physical, Occupational, and Speech Therapy
- 24-hour Skilled Nursing Care
- Personalized activity and recreational therapy
- Beautiful home-like surroundings
- Physician, podiatrist, vision and dental visits
- Standard cable TV to each room
- Telephone service available to each room
- Beauty and barber services
- Located in Upland, close to San Antonio Community Hospital



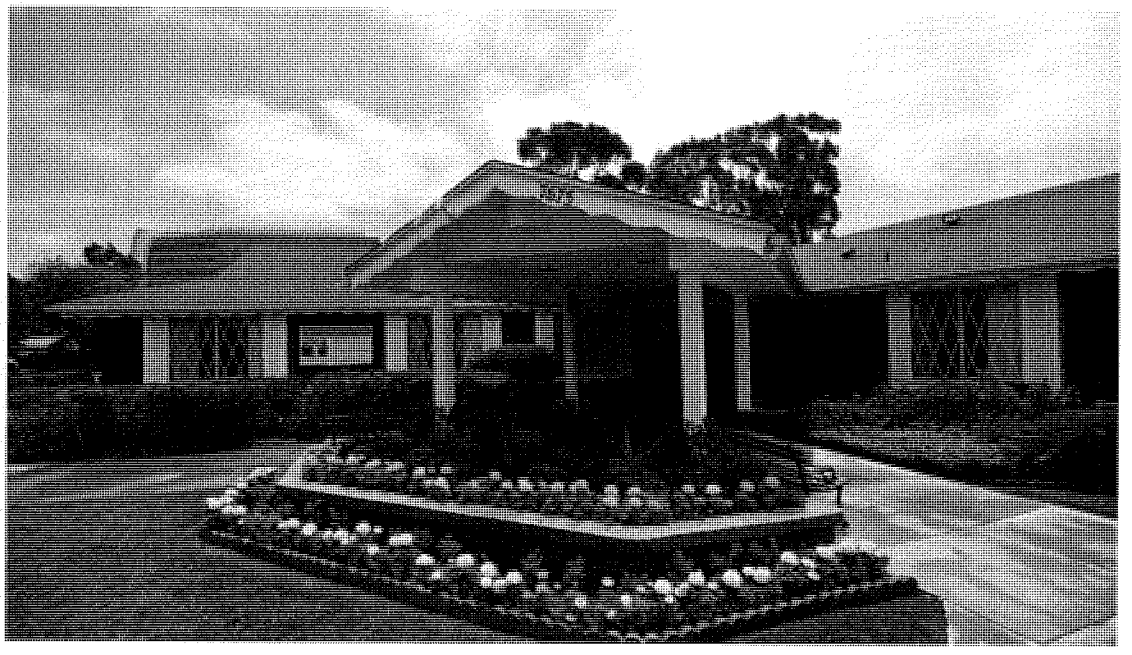






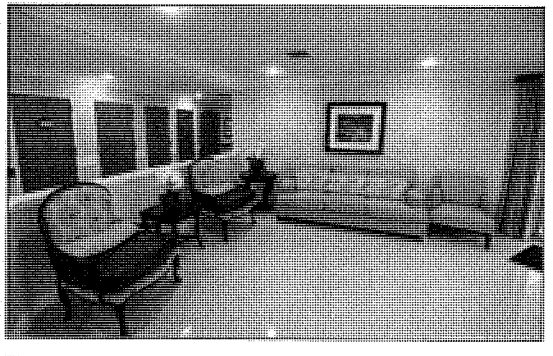
Kearny Mesa Skilled Nursing & Rehab Center

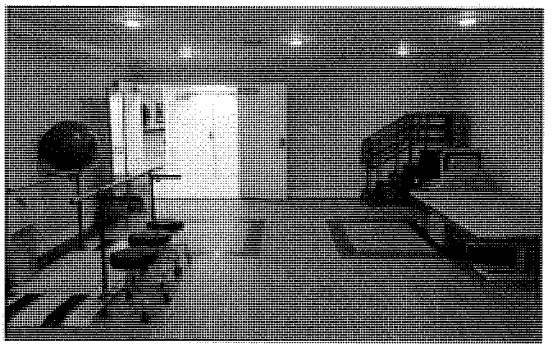
Kearny Mesa Skilled Nursing & Rehab Center: 7675 Family Circle, San Diego, CA 92111
Phone: 858-278-8121 • Fax: 858-278-8177 • Total Beds: 98

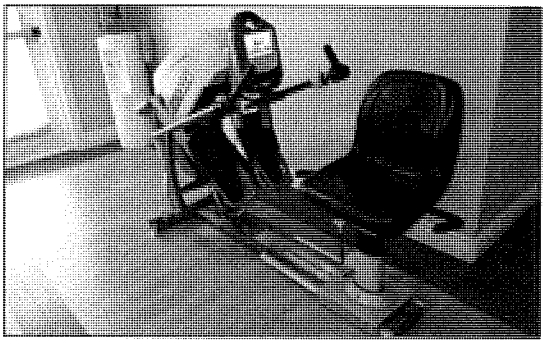


FACILITY SUMMARY

- Medicare Certified
- Comprehensive In-house Physical, Occupational, and Speech Therapy
- 24-hour Skilled Nursing Care
- Discharge planning and social services assistance
- Regular and special diets available
- Standard and premium cable TV
- Private line telephone service to each room
- Personal laundry service
- Beauty and barber services
- Located near Sharp Memorial Hospital







Lakeside Special Care Center

Lakeside Special Care Center: 11962 Woodside Avenue, Lakeside, CA 92040
Phone: 619-561-1222 • Fax: 619-390-9487 • Total Beds: 94

FACILITY SUMMARY

Lakeside Special Care Center with Long Term Care and Psychiatric Skilled Nursing Care provides a transition from acute-care psychiatric to a residential setting. Set on beautiful grounds, Lakeside Special Care Center is comprised of three cottages which allow all residents free access outside. There is a clubhouse for recreational use, and a 12-passenger van for outings. Lakeside Special Care Center has a behavior manager on staff, and most CNAs have a Mental Health Care Worker certification. Amenities include optometry, podiatry and dermatology, as well as:

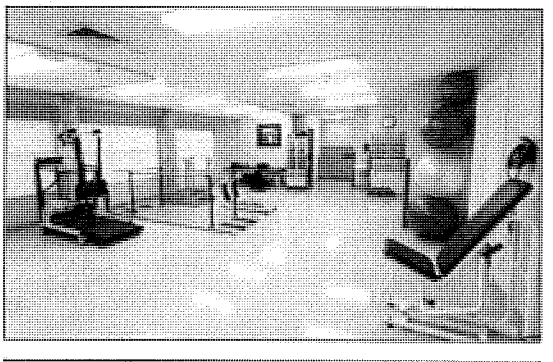
- 94-bed skilled nursing facility
- Licensed and degreed staff providing quality care
- Seven-day activity program targeting individualized treatment
- Board-certified psychiatrist on staff
- Psychologist on staff to provide group therapy
- Medical physician on staff to treat medical problems
- Spacious landscaped rural setting
- Individualized diets monitored by a registered dietician
- Attentive social worker to help meet individual needs

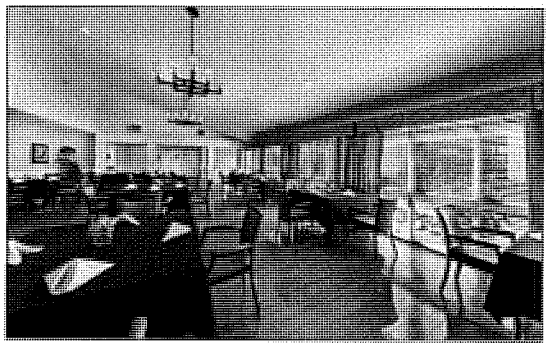
Lompoc Skilled Nursing & Rehab Center

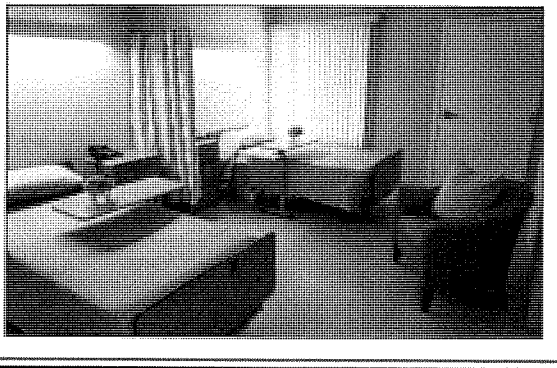
Lompoc Skilled Nursing & Rehabilitation Center: 1428 West North Avenue, Lompoc, CA 93436
Phone: 805-735-4010 • Fax: 805-736-4296 • Total Beds: 120

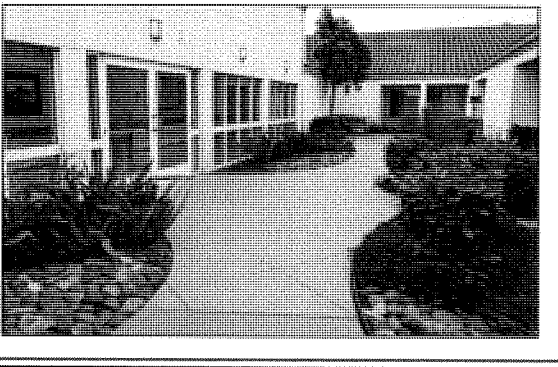
FACILITY SUMMARY

- Medicare Certified
- Comprehensive In-house Physical, Occupational, and Speech Therapy
- 24-hour Skilled Nursing Care
- Alzheimer's and dementia care. Staff and unit dedicated specifically to this are
- State-of-the-art facility within a garden-like setting
- Private line telephone service to each room
- Personal laundry service
- Beauty and barber services
- Located in the scenic Central Coast area



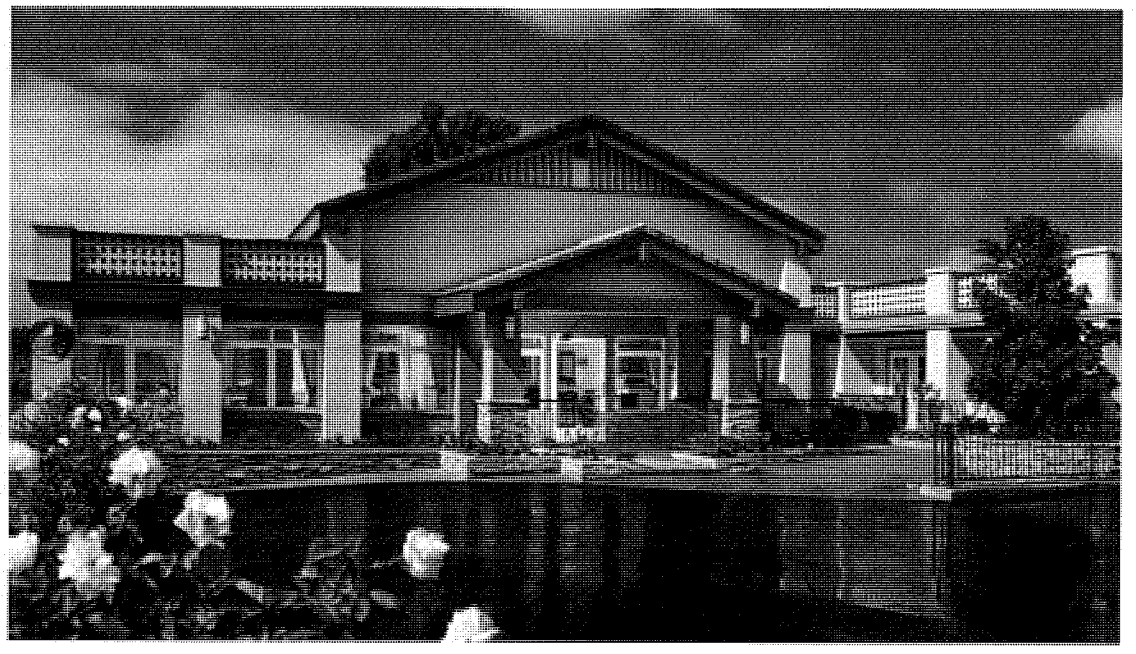






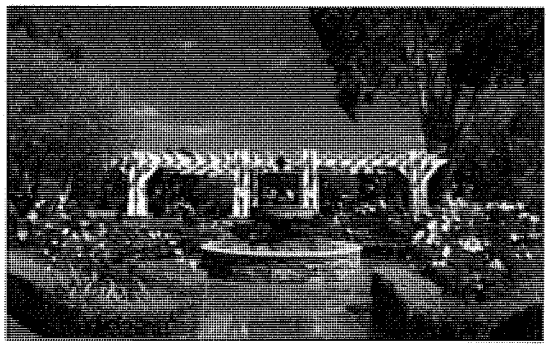
Newport Nursing & Rehabilitation Center

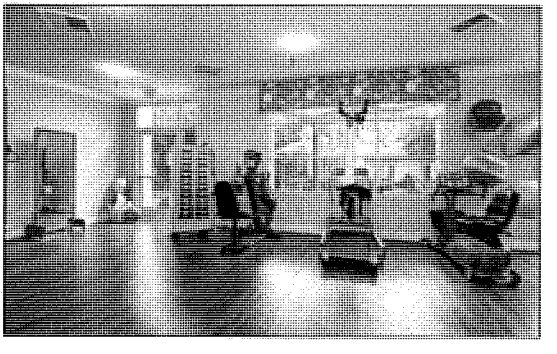
Newport Nursing & Rehabilitation Center: 1555 Superior Avenue, Newport Beach, CA 92663
Phone: 949-646-7764 • Fax: 949-574-5633 • Total Beds: 59



FACILITY SUMMARY

- Medicare Certified
- Certified In-house Physical, Occupational, and Speech Therapy
- 24-hour Skilled Nursing Care
- Rooms opening into beautifully landscaped courtyards
- Patio area with full-service barbecue, flower gardens throughout
- Private line telephone service to each room
- Personal laundry service
- Located in world-renowned Newport Beach
- Close proximity to Hoag Hospital



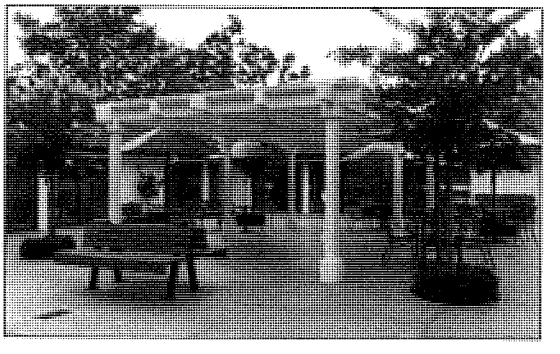


Pleasanton Nursing & Rehabilitation Center

Pleasanton Nursing & Rehabilitation Center: 300 Neal Street, Pleasanton, CA 94566
Phone: 925-462-2400 • Fax: 925-621-4997 • Total Beds: 139

FACILITY SUMMARY

- Medicare Certified
- Certified In-house Physical, Occupational, and Speech Therapy
- Tranquil surroundings and home-like settings
- Spacious dining area and charming residential neighborhoods
- 24-hour Skilled Nursing Care
- Private line telephone service to each room
- Standard cable TV to each room
- Located near historic downtown Pleasanton

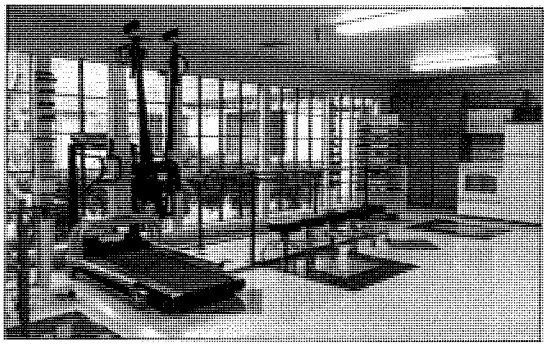


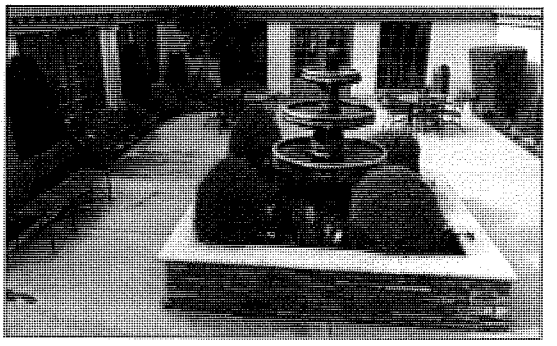
Plum Tree Care Center

Plum Tree Care Center: 2580 Samaritan Drive, San Jose, Ca 95124
Phone: 408-356-8181 • Fax: 408-356-7261 • Total Beds: 66

FACILITY SUMMARY

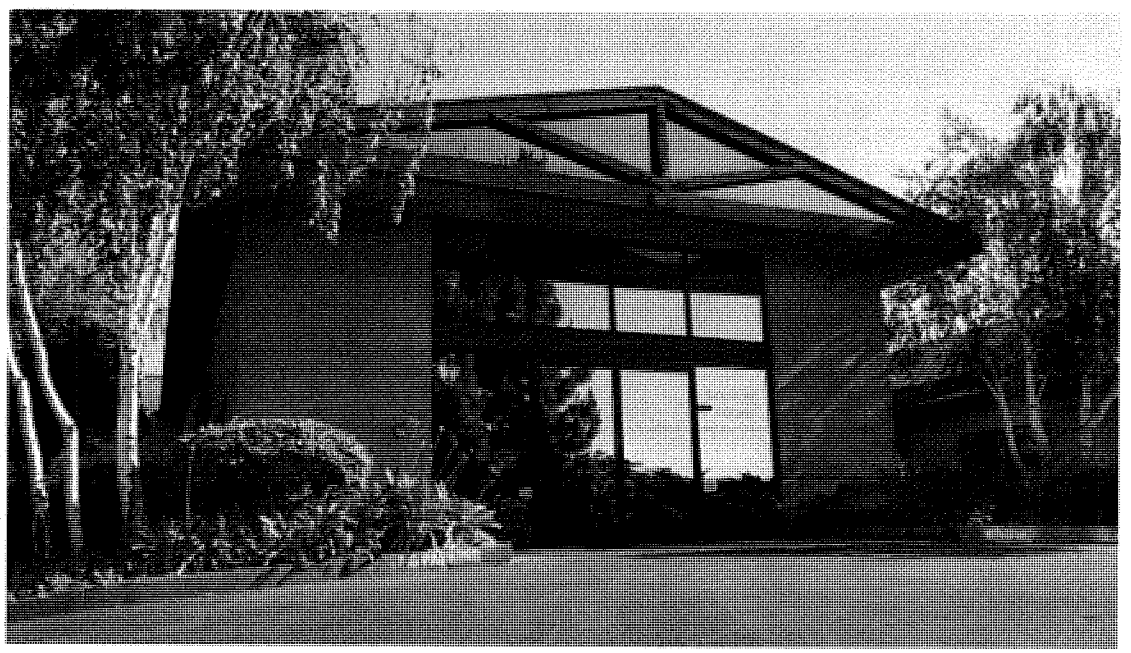
- Medicare Certified
- Certified In-house Physical, Occupational, and Speech Therapy
- Beautiful home-like surroundings
- Spacious dining area with grand piano
- Social and religious services
- 24-hour Skilled Nursing Care
- Private line telephone service to each room
- Standard cable TV to each room
- Located across the street from Good Samaritan Hospital and close to Los Gatos Community Hospital





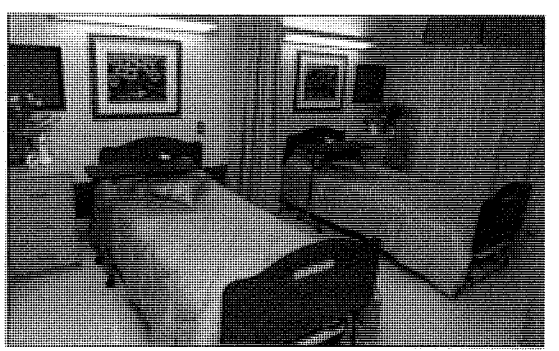
Stanford Court Nursing Center of Santee

Stanford Court Nursing Center of Santee: 8778 Cuyamaca Street, Santee, CA 92071
Phone: 619-449-5555 • Fax: 619-449-4948 • Total Beds: 105



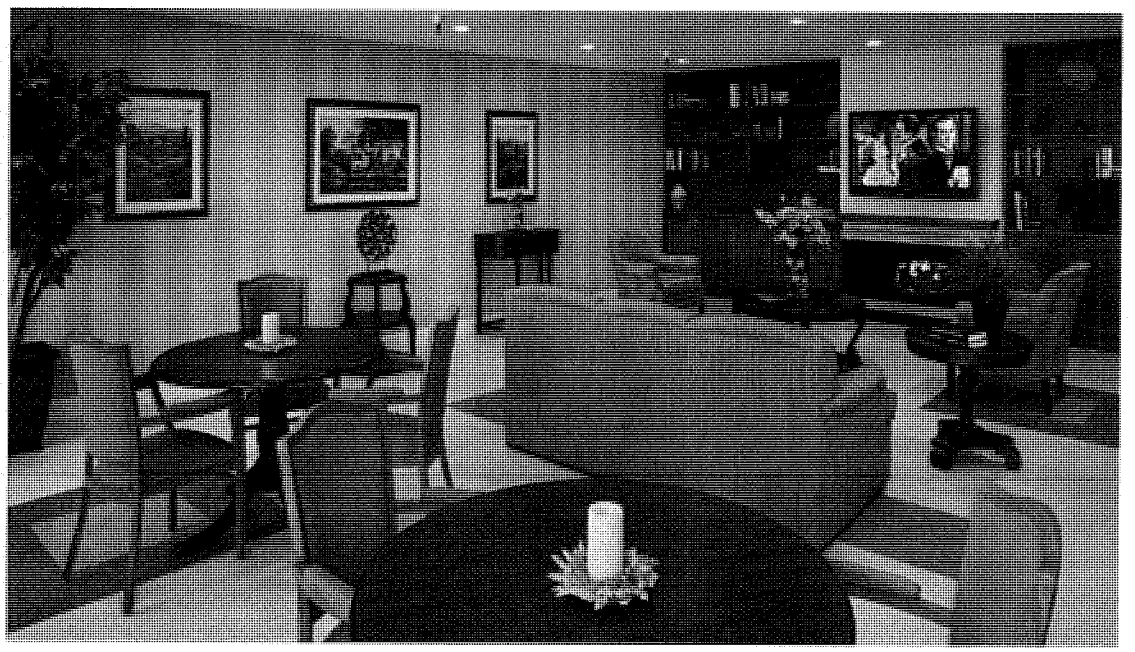
FACILITY SUMMARY

- Medicare Certified
- Certified In-house Physical, Occupational, and Speech Therapy specializing in Cardiac, Orthopedic and Neurology patients
- Beautiful home-like surroundings
- Social and religious services
- 24-hour Skilled Nursing Care
- Rock waterfall koi pond in courtyard
- Standard cable TV and telephone to each room
- On staff IV nurse specialist
- Located in East San Diego County



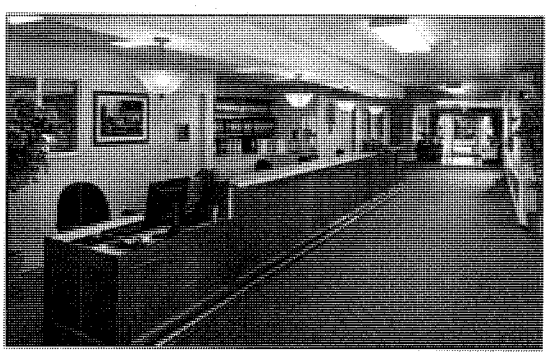
St. Francis Heights

St. Francis Heights: 35 Escuela Drive, Daly City, CA 94015
Phone: 650-755-9515 • Fax: 650-755-2154 • Total Beds: 102



FACILITY SUMMARY

- Medicare Certified
- Comprehensive In-house Physical, Occupational, and Speech Therapy
- Discharge planning and social service assistance
- Personalized activity and recreational therapy
- 24-hour Skilled Nursing Care
- Private and semi-private rooms
- Standard cable TV and telephone to each room
- Religious services and programs
- Physician, podiatrist, vision and dental visits

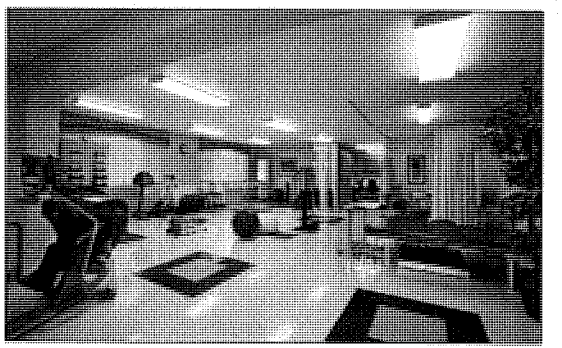


St. Francis Pavilion

St. Francis Pavilion, 99 Escuela Drive, Daly City, CA 94015
Phone: 650-994-3200 • Fax: 650-994-5320 • Total Beds: 239

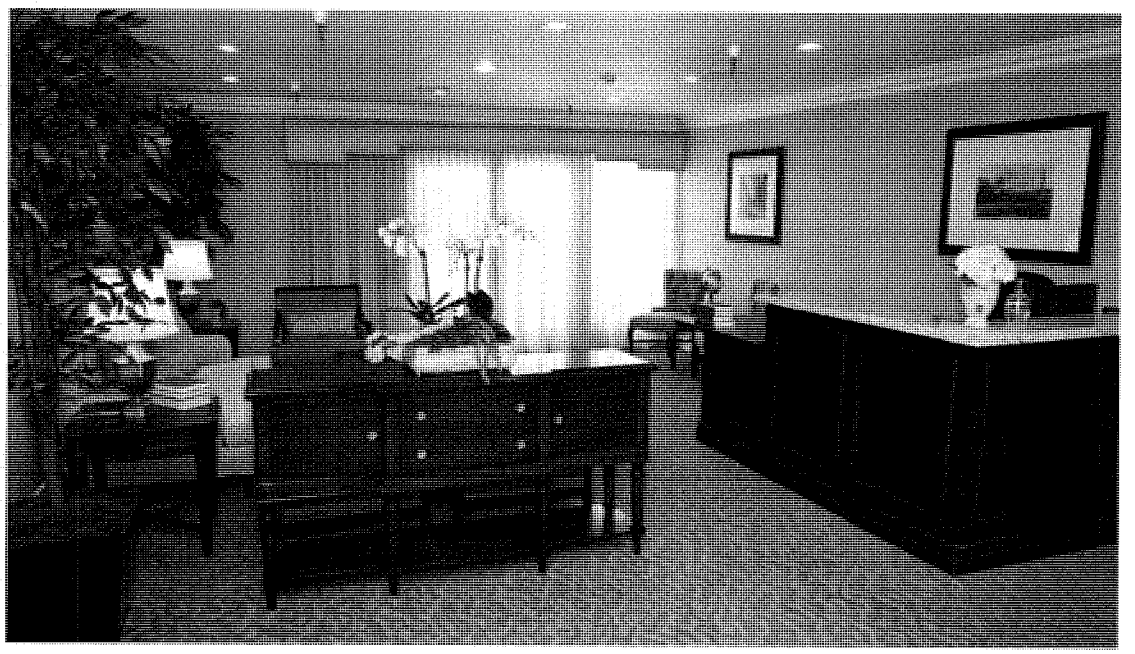
FACILITY SUMMARY

- Medicare Certified
- Comprehensive In-house Physical, Occupational, and Speech Therapy
- Discharge planning and social service assistance
- Personalized activity and recreational therapy
- 24-hour Skilled Nursing Care
- Private and semi-private rooms
- Standard cable TV and telephone to each room
- Religious services and programs
- Physician, podiatrist, vision and dental visits



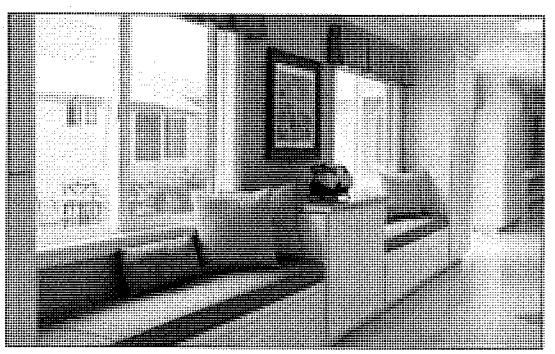
Vista Manor Nursing & Rehabilitation Center

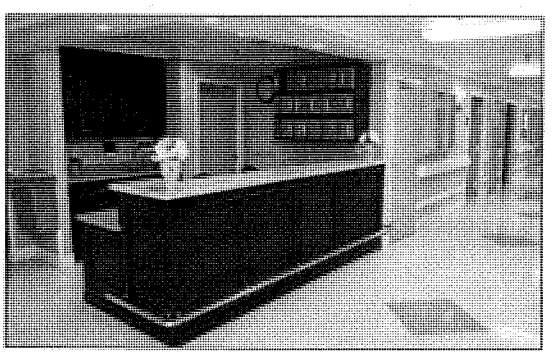
Vista Manor Nursing & Rehabilitation Center, 120 Jose Figueres Avenue, San Jose, CA 95116
Phone: 408-272-1400 • Fax: 408-272-4695 • Total Beds: 98



FACILITY SUMMARY

- Medicare Certified
- Comprehensive In-house Physical, Occupational, and Speech Therapy
- Discharge planning and social service assistance
- Personalized activity and recreational therapy
- 24-hour Skilled Nursing Care
- Many rooms adjacent to courtyards
- Standard cable TV and telephone to each room
- Located in East San Jose behind San Jose Regional Medical Center





GENERATIONS HEALTHCARE

Caring for a Lifetime

For more information, please contact:

CARTER HASLAM

Senior Associate

Lic. 01958674

11949 725 8887

CBRE

5H

MARTIN VENURES, LLC
40 BURTON HILLS BLVD
SUITE 100
NASHVILLE, TN 37215

August 31, 2018

Re: Seton Medical Center – located in Daly City, CA owned by Verity Health System

Dear Mr. Beith and Moloney:

Please accept this correspondence as a non-binding Proposal Summary from Martin Ventures and Thrive Capital ("Purchasers") to proceed with exploring a turnaround and acquisition of Seton Medical Center through the voluntary relief of Chapter 11 of Title 11 of the United States Code with the United States Bankruptcy Court for the Central District of California, Los Angeles Division.

Thrive Capital Management, LLC (together with its affiliates, "Thrive Capital") is a NY-based venture capital firm with $1.5 billion under management that builds and supports early and growth stage companies. Our investments include Instagram, Twitch, Spotify, Warby Parker, and Instacart, and we have helped start Oscar Insurance Corporation, Capsule, and Cadre.

Martin Ventures and its affiliates have extensive experience in operating and building hospitals and hospital systems, and in dramatically improving quality, safety, and the patient experience. Most recently, Founder and Chairman of Martin Ventures, Charlie Martin and his principles, founded, owned and operated Vanguard Health Systems, which grew to 29 hospitals and $6.5 billion in net revenue, before selling the system to Tenet Healthcare in 2013 for $4.3 billion. Prior to Vanguard Health Systems, Charlie Martin and his principles, founded, owned and operated OrNda HealthCorp, which grew to 53 hospitals and $3 billion in net revenue, before selling it to Tenet Healthcare Corp. for $1.7 billion. In addition, Martin and his principles grew other hospital organizations, including HCA, HelathTrust, and General Care Corp.

Below find the key items of our proposal and items subject to further due diligence.

ASSETS AQUIRED:

We are interested in acquiring Seton Medical Center ("SMC") in an Asset Purchase Agreement. The acquiring entity will be a Joint Venture between Martin Ventures and Thrive Capital. Below are the assets to be included in the proposed Transaction, as well as, excluded assets. The purchase price for the acquired assets on a cash free, debt free basis is cash consideration, at closing. Our proposal contemplates that we would not acquire or assume any of the working capital assets or current liabilities, other than those outlined below.

INCLUDED ASSETS:

- Real Property, including any leased and used in connection with the operation of the Facilities, or acquired for the benefit of the Facilities, including other buildings (Serramonte Medical Dental Center, SMOC#1, SMOC#2, visitor parking, west parcel, and north parcel) leaseholds, improvements or fixtures, free and clear of all liens and encumbrances, except the lease.
- Equipment, inventory, and supplies.
- Any prepaid expenses and deposits that have continuing value to SMC.
- Patient, medical, personnel and other records of the Facilities.
- Licenses, permits and trade names.
- Certain assumable contracts relating to the Facilities.
- SMC's interest in all property arising or acquired in the ordinary

EXCLUDED ASSETS:

- Cash and cash equivalents.
- Receivables of any type.
- Investments and marketable securities.
- Board designated restricted and trustee-held or escrowed funds (such as funded depreciation, debt service reserves. working capital trust assets and investments restricted as to use), beneficial interests in charitable trusts, and accrued earnings on all of the foregoing.
- All of SMC insurance proceeds arising in connection with the operation of SMC or the Facilities on or prior to closing.
- All amounts due or to become due to SMC in respect of retrospective settlements of cost reports from the Medicare, Medicaid or other payor programs in respect of periods ended on or prior to closing.
- Other assets to be identified and mutually agreed upon in the Definitive Agreement.

PURCHASE PRICE:

$1 purchase price after Chapter 11, and capital commitment needed to operate the facility on a go-forward basis as an acute care facility.

SOURCING OF FINANCING:

Thrive Capital has secured funding commitment keep the facility operating as an acute care facility, including capital for necessary equipment, operating expenses, and capital to meet the seismic requirements. Thrive Capital has secured board approval.

COLLECTIVE BARGAINING AGREEMENTS:

We intend to review all Collective Bargaining Agreements in due diligence.

PENSION LIABILITIES:

We intend to review all pension obligations and liabilities in due diligence.

OTHER MATTERS:

We intend to work with the Attorney General to find a compromise between previous consents agreed to by Verity and what we believe is necessary for running a successful acute care hospital.

INSPECTION PERIOD:

The Purchase and Sale Agreement shall contain an Inspection Period which begins on the effective date of the Purchase and Sale Agreement and continues for sixty (60) days thereafter. During this Inspection Period, Purchaser shall inspect all due diligence items requested, conduct onsite visits, and request other relevant information which may be reasonably requested from Purchaser for complete evaluation of this investment. See Due Diligence list below.

CLOSING:

Closing shall be consummated thirty (30) days after the expiration of the Inspection Period.

DUE DILIGENCE ITEMS:

Martin Ventures has reviewed all data room items provided by Cain Brothers in regard to Seton Medical Center and there is the following is a list of the substantial due-diligence items to be conducted:

- Onsite due diligence meetings with existing hospital staff and hospital tour.
- Review all agreements with physicians and other providers of healthcare services.
- Review of other material contracts with an annual spend of $100,000 or more.
- Review of any contract with a physician group, which provides services to ARHS and any affiliated entity.
- Review of insurance programs, including employed physicians and loss runs.

- Review of contingent liabilities, litigation matters, regulatory, and compliance matters.
- Review of any agreements between an SMC and the top 10 admitters.
- Review of transactions with SMC and support from Verity corporate office, if applicable.
- Review of (1) Information Technology Agreements, including the current All Scripts contract, (2) 2018 and 2019 consolidated IT operating budgets, (3) list of 2018 IT capital expenditures (actual and budgeted), and (4) the last year of communication between All Scripts and Verity.
- Review prior year purchase order history, vendor relationships and spend for various implants (for example total joints, trauma implants, spine implants).
- Review primary distribution vendors for pharmaceuticals, med-surg supplies, and food service.
- Review of seismic architecture plan detail with estimated costs.
- Review the medical claims history for SMC employees.
- Review of current COBRA participants, their elections, qualifying event dates, and claim volumes.
- Review of case volume by specialty over the previous three fiscal years
- Review of contribution margin detail for the prior three fiscal years
- Detailed encounter reports showing physician name, date of service, insurance, CPT/ DRG codes, CPT/ DRG description, expected revenue, staffing costs, physician costs, all drugs medical supplies and prothesis costs, actual collections, and balance outstanding.
- Completion of a coding review for select inpatient and outpatient claims.
- Review detailed analysis of financial results ("Quality of Earnings") during June 2018, and detailed monthly analysis and discussion of financial and operational trends during 2016, 2017, and YTD 2018.
- Review detailed analysis and discussion of historical third-party settlement activity, including identification of one-time and out of period influences.
- Review of internal audit reports and independent auditor work papers

NON-BINDING:

This Proposal Summary sets forth certain terms and conditions of this proposed acquisition. **Accordingly, no binding contractual relationship and no legal rights or obligations shall exist between the Purchaser and Seller under this Proposal Summary until such time as Purchaser and Seller enter into the Purchase and Sale Agreement containing such additional terms and conditions as are mutually acceptable to the parties and their counsel.**

Regards,

Martin Ventures

By:

Name: Devin Carty
Title: Chief Executive Officer

CONFIDENTIAL

Charles N. Martin, Jr.
Martin Ventures
40 Burton Hills Blvd, Suite 100
Nashville, TN 37215

August 31, 2018

Charlie:

Thrive Capital Management, LLC (together with its affiliates, "Thrive Capital") is a NY-based venture capital firm with $1.5 billion under management that builds and supports early and growth stage companies. Our investments include Instagram, Twitch, Spotify, Warby Parker, and Instacart, and we have helped start Oscar Insurance Corporation, Capsule, and Cadre.

We understand that Martin Ventures and affiliates (collectively "Martin Ventures") plans to make an offer to acquire substantially all of the assets of Seton Medical Center in Daly City, CA including but not limited to the hospital, medical office building, parking garage and certain medical equipment contained therein (collectively, the "Assets"). We understand that the estimated offer price will be the capital commitment to keep the facility operating as an acute care facility, which would include capital for necessary equipment, operating expenses, and capital to meet the seismic requirements.

Given the above, we are incredibly excited about the opportunity to partner with Martin Ventures on the Project. Our involvement with Oscar Insurance Corporation, which provides health insurance in the San Francisco market, has made us deeply familiar with the market, and we believe Seton Medical Center in particular presents a unique opportunity to leverage technology to change the Center's cost structure and improve patient care.

Accordingly, we have the ability and interest to arrange for, or directly invest, amounts necessary to fund the Project, subject to resolution with the Attorney General on service lines that must be maintained going forward, conditions outlined in the Letter of Intent provided by

Martin Ventures to the Seller and other financial, legal, and regulatory due diligence we may conduct. Such intent will also be subject to the satisfactory completion of definitive documents with respect to the Project. Accordingly, this letter shall create no binding contractual relationship and no legal rights or obligations, express or implied, shall exist under this letter unless and until such time as definitive documents have been entered into between the parties hereto.

Regards,

Thrive Capital Management, LLC

By: [redacted]
Name: Jared Weinstein
Title: Chief Operating Officer

5I

Prime Healthcare
Saving hospitals. Saving jobs. Saving lives.

August 3, 2018

Carsten Beith
Managing Director
Cain Brothers
cbeith@cainbrothers.com

Jim Moloney
Managing Director
Cain Brothers
jmoloney@cainbrothers.com

Ben Herbert
Director
Cain Brothers
bherbert@cainbrothers.com

Elizabeth Kim
Vice President
Cain Brothers
ekim@cainbrothers.com

Chris McMillan
Vice President
Cain Brothers
cmcmillan@cainbrothers.com

Re: Indication of Interest- Verity Health System

Dear Gentlepersons:

Prime Healthcare Services, Inc. and Prime Healthcare Foundation, Inc., a 501(c)(3) public charity (collectively "Prime Healthcare") are pleased to submit the following responses to the questions raised in the request for letter of intent for St. Francis Medical Center and St. Vincent Medical Center. The responses will adhere to the format outlined under Attachment A.

1. ***Organizational Overview.*** *A detailed description of your organization, including a summary of your financial wherewithal and experience with similar operations and transactions, if your proposal provides for continuing the current use of the assets your propose to acquire.*

Prime Healthcare Services, Inc.[1] is an award-winning health system based in Ontario, California. Prime Healthcare has been in operation since 2001 and, by and through its subsidiaries, operates thirty (30) acute care hospitals with approximately 5,000 beds throughout Alabama, California,

[1] Further information regarding Prime Healthcare can be obtained at www.primehealthcare.com

Florida, Indiana, Kansas, Michigan, Missouri, Nevada, New Jersey, Pennsylvania, Rhode Island, and Texas:

1. Alvarado Hospital in San Diego, California (306 beds)
2. Centinela Hospital Medical Center in Inglewood, California (369 beds)
3. Chino Valley Medical Center in Chino, California (126 beds)
4. Dallas Medical Center in Dallas, Texas (155 beds)
5. Dallas Regional Medical Center in Mesquite, Texas (202 beds)
6. Desert Valley Hospital in Victorville, California (148 beds)
7. Garden City Hospital in Garden City, Michigan (323 beds)
8. Garden Grove Hospital Medical Center in Garden Grove, California (167 beds)
9. Harlingen Medical Center in Harlingen, Texas (112 beds)
10. Lake Huron Regional Medical Center in Port Huron, Michigan (164 beds)
11. Lehigh Regional Medical Center in Lehigh Acres, Florida (88 beds)
12. Lower Bucks Hospital in Bristol, Pennsylvania (156 beds)
13. Monroe Hospital in Bloomington, Indiana (32 beds)
14. North Vista Hospital in Las Vegas, Nevada (177 beds)
15. Paradise Valley Hospital in National City, California (301 beds)
16. Providence Medical Center in Kansas City, Kansas (400 beds)
17. Riverview Regional Medical Center in Gadsden, Alabama (281 beds)
18. Roxborough Memorial Hospital in Philadelphia, Pennsylvania (140 beds)
19. Saint Joseph's Hospital in Kansas City, Missouri (310 beds)
20. Saint Clare's Hospital in Denville, New Jersey (314 beds)
21. Saint Clare's Hospital in Boonton, New Jersey (104 beds)
22. Saint Clare's Hospital in Dover, New Jersey (60 beds)
23. Saint Mary's Hospital in Blue Springs, Missouri (146 beds)
24. Saint Mary's Hospital in Passaic, New Jersey (269 beds)
25. Saint Mary's Regional Medical Center in Reno, Nevada (380 beds)
26. Saint Michael's Hospital in Newark, New Jersey (357 beds)
27. Saint John Hospital in Leavenworth, Kansas (80 beds)
28. San Dimas Community Hospital in San Dimas, California (101 beds)
29. Shasta Regional Medical Center in Redding, California (246 beds)
30. West Anaheim Medical Center in Anaheim, California (219 beds)

Prime Healthcare Services, Inc. is also affiliated with the Prime Healthcare Foundation, a 501(c)(3) public charity with assets of approximately $1 billion, which owns and operates thirteen (15) acute care hospitals in six states:

1. Conshocton Regional Medical Center in Conshocton, Ohio (56 beds)
2. East Liverpool City Hospital in East Liverpool, Ohio (152 beds)
3. Encino Hospital Medical Center in Encino, California (150 beds)
4. Glendora Community Hospital in Glendora, California (128 beds)
5. Huntington Beach Hospital in Huntington Beach, California (131 beds)

6. Knapp Medical Center in Weslaco, Texas (227 beds)
7. La Palma Intercommunity Hospital in La Palma, California (141 beds)
8. Landmark Medical Center in Woonsocket, Rhode Island (214 beds)
9. Mission Regional Medical Center in Mission, Texas (297 beds)
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13. Sherman Oaks Hospital in Sherman Oaks, California (153 beds)
14. Southern Regional Medical Center in Atlanta, Georgia (331 beds)
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Prime Healthcare's growth in the past several year(s) has focused on the saving of community hospitals throughout the United States. The majority of these hospitals were either in bankruptcy or in dire financial straits on the brink of shutdown/bankruptcy. Every one of these hospitals were turned around with smart, thoughtful and decisive management.

In accomplishing the same, many strategies were undertaken depending on the hospital and its current state. As concerns Verity, it is well known that Prime Healthcare was the successful bidder in 2014 for all five hospitals in the health system. A specific turnaround plan was proffered and provided to the prior owners (Daughters of Charity Health System) that would have allowed the hospitals to remain as vital community assets to the communities they serve. However, due to untenable and unacceptable Attorney General Conditions that required the hospitals to be operated in a same manner that led to their difficulties, Prime Healthcare was forced to withdraw from the transaction. Unfortunately, Prime Healthcare's concerns regarding the Attorney General's conditions came to fruition in that the hospitals continue to struggle and are seeking their third owner in as many years.

Finally, with respect to the query regarding a similar transaction, the best example as it relates to this transaction would be Centinela Hospital Medical Center in Inglewood, California. The hospital has similar demographics, similar payor mix and was facing similar challenges when Prime Healthcare acquired the facility in 2007. Twelve hospitals had already closed in the area, and maintaining the hospital for the community was of paramount importance. Following is a snapshot of the Centinela Hospital turnaround under Prime Healthcare's leadership.

- *Centinela Hospital Medical Center (Inglewood, California)*

($ in millions	*Pre-Acquisition*	*Pre-Acquisition*	*Post-Acquisition*	*Post-Acquisition*	*Post-Acquisition*
Acquired 2007	*2 Years Prior*	*1 Year Prior*	*Year 1*	*Year 2*	*Year 3*
Licensed Acute Care Beds	362	362	369	369	369
Total Net Revenue (1)	$223.1	$217.2	$213.4	$230.0	$293.2

Operating EBITDA (2)	($4.5)	($8.9)	$9.3	$20.1	$22.3
Operating EBITDA Margin %	-2.0%	-4.1%	4.4%	8.7%	7.6%
Medicare/ managed Medicare	50.2%	48.8%	55.7%	45.7%	47.9%
Medicaid/ Managed Medicaid	23.8%	25.9%	31.6%	33.5%	34.8%
Commercial/ Managed Care	24.1%	23.6%	9.0%	11.1%	11.2%
Self Pay	1.9%	1.7%	3.7%	9.7%	6.1%
Total	100%	100%	100%	100%	100%

(1) Total net operating revenue excluding investment income and after deductions for bad debt, contractual allowances and charity care

(2) Earnings before interest, income taxes, depreciation and amortization

Also important to note, since acquisition Centinela Hospital has been recognized nationally as an award winning hospital, having earned more than 100 awards for quality and patient safety, including "100 Top Hospital" accolades from IBM Watson Health (formerly Truven Health Analytics) five years in a row. In addition, since acquiring Centinela Hospital in 2007, Prime Healthcare has invested more than $100 million in capital equipment and renovation, including a newly expanded Emergency Department this year to meet community need.

2. **Form of Transaction:** *A detailed description of the proposed transaction structure including (i) acquiring entity, (ii) a detailed description of which assets are included in the proposed transaction. (iii) the purchase price for the acquired assets on a cash free, debt free basis, including the allocation of the purchase prime among each hospital (assuming the offer is for more than one hospitals) and assets owned by non-hospital corporations such as medical office buildings or other assets, and (iv) form of consideration and your expectations surrounding the acquisition of the Company's working capital assets (excluding cash) and assumption of any liabilities.*

Prime Healthcare Services, Inc. and Prime Healthcare Foundation, Inc., a 501c3 public charity, propose to acquire both St. Vincent Medical Center in Los Angeles, California and St. Francis Medical Center in Lynwood, California. This will include the acute care facilities as well as any assets directly and/or indirectly related to the delivery of healthcare for these communities, including the Medical Office Buildings.

Prime Healthcare is willing to acquire these facilities for a total purchase price of $200 million in cash. Finally, as concerns the proposed transaction schedule, Prime Healthcare is willing to discuss the same with the sellers. However, despite best efforts, given the significant issues that

have permeated these facilities for the past several years with incredible debt, it appears that the most prudent approach to successfully maintain these hospitals is through reorganization. This would allow Verity to satisfy its obligations, maintain it operations and restructure debt and/or contracts to guarantee solvency and sustainability in the future.

As discussed several years ago, while never optimal, Prime Healthcare advised that this approach would most likely be the eventual avenue for these facilities given their herculean challenges. Prime Healthcare has acquired several facilities through bankruptcy and, without exception, these facilities have ultimately prospered and were maintained as vital community partners. In particular, Prime Healthcare has acquired the following facilities through bankruptcy since 2001:

Facility	**Location**	**Year Acquired Through Bankruptcy**
Chino Valley Medical Center	Chino, CA	2005
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Lower Bucks Hospital	Bristol, PA	2012
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Rehabilitation Hospital of Rhode Island	North Smithfield, RI	2014
Saint Michael's Medical Center	Newark, NJ	2016
Coshocton Regional Medical Center	Coshocton, OH	2016
Southern Regional Medical Center	Riverdale, GA	2016

With respect to each of the foregoing hospitals, Prime Healthcare acquired a hospital on the verge of shutdown and has been able to turnaround these vital community assets allowing the continuation of patient care to these communities. This is the hallmark of the Prime Healthcare story in 'Saving Hospitals, Saving Jobs and Saving Lives'.

3. **Source of Financing:** *A description of the expected sources and uses for the proposed transaction; to the extent that some or all of the consideration to be paid to VHS will come from third-party sources, please list those sources (bond issue, bank loan) and the earliest expected date for completing such financing.*

Prime Healthcare has secured private financing to finance this acquisition. Upon execution of the definitive documents, Prime Healthcare will provide evidence of the source of funding in this regard.

4. **System Executive Leadership and Hospital Executive Leadership:** *Based on the information provided, please state your preliminary intentions and/or requirements with*

respect to VHS Management's and hospital management's role post-Transaction, including the terms of any agreements you propose to be executed and the individuals you expect to be a party to such agreements, if any.

Prime Healthcare believes that all healthcare is local and unique to the communities that each of the hospitals serve. With respect to the hospitals attempted to be acquired, Prime Healthcare envisions retaining many of the current management team members. However, further diligence is required to ascertain specifics in this regard.

5. **Operations:** *A summary description of the strategic plan for the facilities, including a discussion of the impact of the transaction to staffing levels and members of the medical staff.*

Prime Healthcare completed extensive due diligence in 2014-2015 both in person and review of the documents available within the data room. During that time, Prime Healthcare provided an extensive and aggressive turnaround strategy to the prior management as to turning around these troubled facilities. While some of the information was used, it appears that the vast majority was not and/or was not executed with the precision and expertise of Prime Healthcare. Turning around distressed hospitals is a quite arduous and complicated. Prime Healthcare has built its business on turning around such facilities throughout the United States. In addition to the aforementioned facilities it acquired through Bankruptcy, Prime Healthcare has also acquired nearly a dozen facilities nationwide that were on the verge of collapse. It takes decisive leadership and close attention to detail to accomplish the same. Prime Healthcare's turnaround stories around the country are of remarkable significance in that each hospital that has been acquired has remained a full service acute care facility with long term sustainable goals.

Based upon the limited review of the information provided, St. Vicent Medical Center and St. Francis Medical Center are in financial trouble and showing signs of prolonged deterioration. Following is an example of the EBIDA numbers for the past two (2) years for each facility (with the removal of the Provider Fees):

In thousands	2017	2018
St. Vincent Medical Center	($31.9)	($48.3)
St. Francis Medical Center	$16.2	($33.2)

It is clear that the present trend is not sustainable and decisive operational action needs to be accomplished forthwith. Prime Healthcare has vast experience in rectifying challenging situations to guarantee profitability and long-term success. These hospitals should be the hospitals of choice and not just the hospitals of convenience. Local community hospitals must be recognized by the community as top quality hospitals conveniently located with the availability of outstanding and dedicated physicians, the latest technology and enhanced service lines. This is exactly what Prime Healthcare brings to the table. Upon acquisition, the community will feel confident knowing that Prime Healthcare is one of the top health systems in the country and is now providing its

foundation in clinical excellence to all members of the community. Prime Healthcare has never closed or sold a hospital. This is of vital importance in that it provides a shift of consciousness to the community.

Prime Healthcare utilizes specific tactics to turn around hospitals to improve quality and profitability resulting in long term success including, but not limited to:

- Negotiating better managed care rates;
- Decreasing supply costs through National Group Purchasing;
- Enhancing profitable service lines;
- Educating physicians regarding appropriate clinical coding and diagnosis;
- Revenue Cycle management;
- Reducing unnecessary administrative and mid-level management positions;
- Recruitment of physician specialists;
- Increasing employee, physician and patient satisfaction.

Prime Healthcare understands that the genesis of all transformation in the delivery of healthcare starts with the physician. The aforementioned strategies will prove difficult to implement absent an active medical staff with different areas of expertise. When acquiring a facility, Prime Healthcare does not bring in scores of outsiders to run the newly acquired hospital. Rather, it provides training and education to the local leadership and local physicians to allow them to run the hospital sans *red tape* to provide the care that is needed for the patients.

Prime Healthcare has a high level of retention and satisfaction amongst its hospital staff and physicians. The reason is simple. Prime Healthcare is a physician driven model focused on quality and efficiency. Prime Healthcare utilizes several strategies to improve alignment between the hospital and local physicians that correlates to increasing retention and satisfaction. These strategies include:

- Increasing hospital efficiency;
- Creating a culture of quality and service excellence;
- Utilizing physicians in clinical leadership roles;
- Involving physicians in strategic planning and all major planning activities.

The goal is to allow physicians to be physicians, nurses to be nurses and patients to be the priority. This is a consistent mantra with most caregivers as to why they went into medicine. The difficulties that physicians and non-physician staff have in other facilities is the inherent hospital bureaucracy that takes away time from treating patients. By eliminating the foregoing, Prime Healthcare has seen a steady level of increased recruitment, retention and satisfaction.

Healthcare is a consumer-based business and healthcare organizations must adapt to the needs of its patients. By addressing key quality measures and working for immediate increased efficiencies within the Emergency Department, Prime Healthcare consistently sees a drastic change in the utilization of the hospital, for the better. With increased volume, this allows Prime Healthcare to increase market share and attract more physicians to the hospital who have specialties that typically would not be traditionally utilized at the facility. Accordingly, Prime Healthcare works closely with these physicians to provide the latest technology and services to the acquired hospitals. To that end, Prime Healthcare has spent nearly $1 billion in capital improvements system wide to meet the needs of its patients, employees and physicians.

Moreover, it is the norm for any acquisition of Prime Healthcare to expand services almost immediately including, but not limited to, cardiac, geriatric and surgical services. This will increase volume, improve the hospital's reputation, often increase employment, and allow the acquired hospital to grow with the community for decades to come.

6. **Collective Bargaining Agreements ("CBA"):** *A summary of your intentions vis-à-vis VHS's Collective Bargaining Agreements.*

Given the current financial state of VHS and the fact that Salaries/Wages/Benefits for all employees, including unionized employees, are well beyond industry standards which has resulted in the current financial condition, the agreements will need to be negotiated in good faith by all the parties. Prime Healthcare respects organized labor and possesses a litany of contracts throughout the United States. This requires a mutually beneficial relationship. As concerns St. Vincent Medical Center and St. Francis Medical Center, the wages are disproportionate as to both revenues and industry norms. The singular focus for Prime Healthcare is to keep these hospitals open. As such, it appears that the most prudent approach would be to negotiation through an reorganization process which would allow protection for all parties in this regard.

7. **Post-Retirement Obligations:** *A summary of the anticipated treatment of VHS's post retirement obligations including the multi-employer and single employer pension plans.*

As concerns both St. Vincent Medical Center and St. Francis Medical Center, Prime intends to honor the retirement obligations through reorganization and negotiations with PBGC similar to what Prime Healthcare has accomplished in previous transactions It will be the intent of Prime Healthcare to work with PBGC to provide the appropriate protections of the current pension obligations of both former and current employees.

8. **Required Approvals:** A summary of the internal approval process by your board or governing body including the timing and your ability to operate in an expedited manner to process necessary approvals required prior to execution of a definitive agreement and the closing of the Transaction.

All approvals have been obtained.

9. **Due Diligence:** *A due diligence request list setting forth the information your organization will need to review prior to completely due diligence and executing a definitive agreement if selected by VHS.*

Due to its prior knowledge, Prime Healthcare has completed the majority of its due diligence. The one area would be of the current state by discussions with management (which is precluded by the NDA). Once selected as a finalist, Prime Healthcare will complete all diligence within sixty (60) days during the negotiation of the definitive agreement. A diligence list will be provided under separate cover.

10. **Contingencies:** *A discussion of any contingencies, caveats and approvals of which VHS should be aware in evaluating your proposal.*

There are no financial contingencies associated with this transaction.

11. **Key Contacts.** *A list of the names, phone numbers, and emails of your internal team and any outside advisors and legal counsel with whom we should discuss your preliminary proposal.*

All discussions can be had with Troy Schell. Mr. Schell can be reached at (909) 235-4311 or at tschell@primehealthcare.com.

Thank you very much for your time and consideration. We look forward to hearing from you.

Sincerely,

[redacted]

Troy A. Schell
General Counsel

Prime Healthcare
Saving hospitals. Saving jobs. Saving lives.

August 31, 2018

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cmcmillan@cainbrothers.com

Re: Indication of Interest- Verity Health System

Dear Gentlepersons:

Prime Healthcare Services, Inc. and Prime Healthcare Foundation, Inc., a 501(c)(3) public charity (collectively "Prime Healthcare") are pleased to submit the following responses to the questions raised in the request for letter of intent for St. Francis Medical Center and St. Vincent Medical Center. The responses will adhere to the format outlined under Attachment A.

1. ***Organizational Overview.*** *A detailed description of your organization, including a summary of your financial wherewithal and experience with similar operations and transactions, if your proposal provides for continuing the current use of the assets your propose to acquire.*

Prime Healthcare Services, Inc.[1] is an award-winning health system based in Ontario, California. Prime Healthcare has been in operation since 2001 and, by and through its subsidiaries, operates thirty (30) acute care hospitals with approximately 5,000 beds throughout Alabama, California,

[1] Further information regarding Prime Healthcare can be obtained at www.primehealthcare.com

Florida, Indiana, Kansas, Michigan, Missouri, Nevada, New Jersey, Pennsylvania, Rhode Island, and Texas:

1. Alvarado Hospital in San Diego, California (306 beds)
2. Centinela Hospital Medical Center in Inglewood, California (369 beds)
3. Chino Valley Medical Center in Chino, California (126 beds)
4. Dallas Medical Center in Dallas, Texas (155 beds)
5. Dallas Regional Medical Center in Mesquite, Texas (202 beds)
6. Desert Valley Hospital in Victorville, California (148 beds)
7. Garden City Hospital in Garden City, Michigan (323 beds)
8. Garden Grove Hospital Medical Center in Garden Grove, California (167 beds)
9. Harlingen Medical Center in Harlingen, Texas (112 beds)
10. Lake Huron Regional Medical Center in Port Huron, Michigan (164 beds)
11. Lehigh Regional Medical Center in Lehigh Acres, Florida (88 beds)
12. Lower Bucks Hospital in Bristol, Pennsylvania (156 beds)
13. Monroe Hospital in Bloomington, Indiana (32 beds)
14. North Vista Hospital in Las Vegas, Nevada (177 beds)
15. Paradise Valley Hospital in National City, California (301 beds)
16. Providence Medical Center in Kansas City, Kansas (400 beds)
17. Riverview Regional Medical Center in Gadsden, Alabama (281 beds)
18. Roxborough Memorial Hospital in Philadelphia, Pennsylvania (140 beds)
19. Saint Joseph's Hospital in Kansas City, Missouri (310 beds)
20. Saint Clare's Hospital in Denville, New Jersey (314 beds)
21. Saint Clare's Hospital in Boonton, New Jersey (104 beds)
22. Saint Clare's Hospital in Dover, New Jersey (60 beds)
23. Saint Mary's Hospital in Blue Springs, Missouri (146 beds)
24. Saint Mary's Hospital in Passaic, New Jersey (269 beds)
25. Saint Mary's Regional Medical Center in Reno, Nevada (380 beds)
26. Saint Michael's Hospital in Newark, New Jersey (357 beds)
27. Saint John Hospital in Leavenworth, Kansas (80 beds)
28. San Dimas Community Hospital in San Dimas, California (101 beds)
29. Shasta Regional Medical Center in Redding, California (246 beds)
30. West Anaheim Medical Center in Anaheim, California (219 beds)

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Prime Healthcare's growth in the past several year(s) has focused on the saving of community hospitals throughout the United States. The majority of these hospitals were either in bankruptcy or in dire financial straits on the brink of shutdown/bankruptcy. Every one of these hospitals were turned around with smart, thoughtful and decisive management.

In accomplishing the same, many strategies were undertaken depending on the hospital and its current state. As concerns Verity, it is well known that Prime Healthcare was the successful bidder in 2014 for all five (5) hospitals in the health system. A specific turnaround plan was proffered and provided to the prior owners (Daughters of Charity Health System) that would have allowed the hospitals to remain as vital community assets to the communities they serve. However, due to untenable and unacceptable Attorney General Conditions that required the hospitals to be operated in a same manner that led to their difficulties, Prime Healthcare was forced to withdraw from the transaction. Unfortunately, Prime Healthcare's concerns regarding the Attorney General's conditions came to fruition in that the hospitals continue to struggle and are seeking their third owner in as many years.

Finally, with respect to the query regarding a similar transaction, the best example as it relates to this transaction would be Centinela Hospital Medical Center in Inglewood, California. The hospital has similar demographics, similar payor mix and was facing similar challenges when Prime Healthcare acquired the facility in 2007. Twelve hospitals had already closed in the area, and maintaining the hospital for the community was of paramount importance. Following is a snapshot of the Centinela Hospital turnaround under Prime Healthcare's leadership.

- *Centinela Hospital Medical Center (Inglewood, California)*

($ in millions	*Pre-Acquisition*	*Pre-Acquisition*	*Post-Acquisition*	*Post-Acquisition*	*Post-Acquisition*
Acquired 2007	*2 Years Prior*	*1 Year Prior*	*Year 1*	*Year 2*	*Year 3*
Licensed Acute Care Beds	362	362	369	369	369
Total Net Revenue (1)	$223.1	$217.2	$213.4	$230.0	$293.2

Operating EBITDA (2)	($4.5)	($8.9)	$9.3	$20.1	$22.3
Operating EBITDA Margin %	-2.0%	-4.1%	4.4%	8.7%	7.6%
Medicare/ managed Medicare	50.2%	48.8%	55.7%	45.7%	47.9%
Medicaid/ Managed Medicaid	23.8%	25.9%	31.6%	33.5%	34.8%
Commercial/ Managed Care	24.1%	23.6%	9.0%	11.1%	11.2%
Self Pay	1.9%	1.7%	3.7%	9.7%	6.1%
Total	100%	100%	100%	100%	100%

(1) Total net operating revenue excluding investment income and after deductions for bad debt, contractual allowances and charity care

(2) Earnings before interest, income taxes, depreciation and amortization

Also important to note, since acquisition Centinela Hospital has been recognized nationally as an award winning hospital, having earned more than 100 awards for quality and patient safety, including "100 Top Hospital" accolades from IBM Watson Health (formerly Truven Health Analytics) five years in a row. In addition, since acquiring Centinela Hospital in 2007, Prime Healthcare has invested more than $100 million in capital equipment and renovation, including a newly expanded Emergency Department this year to meet community need.

2. **Form of Transaction:** *A detailed description of the proposed transaction structure including (i) acquiring entity, (ii) a detailed description of which assets are included in the proposed transaction. (iii) the purchase price for the acquired assets on a cash free, debt free basis, including the allocation of the purchase price among each hospital (assuming the offer is for more than one hospitals) and assets owned by non-hospital corporations such as medical office buildings or other assets, and (iv) form of consideration and your expectations surrounding the acquisition of the Company's working capital assets (excluding cash) and assumption of any liabilities.*

Prime Healthcare Services, Inc. and Prime Healthcare Foundation, Inc., a 501(c)(3) public charity, propose to acquire both St. Vincent Medical Center in Los Angeles, California and St. Francis Medical Center in Lynwood, California. This will include the acute care facilities as well as any assets directly and/or indirectly related to the delivery of healthcare for these communities, including the Medical Office Buildings.

Prime Healthcare is willing to acquire these facilities for a total purchase price of $355 million in cash separated as follows:

St. Francis Medical Center: $300,000,000.00
St. Vincent Medical Center $55,000,000.00

As concerns this offer, Prime Healthcare is willing to take them separately or collectively. Finally, as concerns the proposed transaction schedule, Prime Healthcare is willing to discuss the same with the sellers. However, despite best efforts, given the significant issues that have permeated these facilities for the past several years with incredible debt, it appears that the most prudent approach to successfully maintain these hospitals is through reorganization. This would allow Verity to satisfy its obligations, maintain its operations and restructure debt and/or contracts to guarantee solvency and sustainability in the future.

As discussed several years ago, while never optimal, Prime Healthcare advised that this approach would most likely be the eventual avenue for these facilities given their herculean challenges. Prime Healthcare has acquired several facilities through bankruptcy and, without exception, these facilities have ultimately prospered and were maintained as vital community partners. In particular, Prime Healthcare has acquired the following facilities through bankruptcy since 2001:

Facility	**Location**	**Year Acquired Through Bankruptcy**
Chino Valley Medical Center	Chino, CA	2005
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Lower Bucks Hospital	Bristol, PA	2012
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With respect to each of the foregoing hospitals, Prime Healthcare acquired a hospital on the verge of shutdown and has been able to turnaround these vital community assets allowing the continuation of patient care to these communities. This is the hallmark of the Prime Healthcare story in 'Saving Hospitals, Saving Jobs and Saving Lives'.

3. **Source of Financing:** *A description of the expected sources and uses for the proposed transaction; to the extent that some or all of the consideration to be paid to VHS will come from third-party sources, please list those sources (bond issue, bank loan) and the earliest expected date for completing such financing.*

Prime Healthcare has secured private financing to finance this acquisition. Upon execution of the definitive documents, Prime Healthcare will provide evidence of the source of funding in this regard.

4. **System Executive Leadership and Hospital Executive Leadership:** *Based on the information provided, please state your preliminary intentions and/or requirements with respect to VHS Management's and hospital management's role post-transaction, including the terms of any agreements you propose to be executed and the individuals you expect to be a party to such agreements, if any.*

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5. **Operations:** *A summary description of the strategic plan for the facilities, including a discussion of the impact of the transaction to staffing levels and members of the medical staff.*

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Based upon the limited review of the information provided, St. Vincent Medical Center and St. Francis Medical Center are in financial trouble and showing signs of prolonged deterioration. Following is an example of the EBIDA numbers for the past two (2) years for each facility (with the removal of the Provider Fees):

In thousands	2017	2018
St. Vincent Medical Center	($31.9)	($48.3)
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It is clear that the present trend is not sustainable and decisive operational action needs to be accomplished forthwith. Prime Healthcare has vast experience in rectifying challenging situations

to guarantee profitability and long-term success. These hospitals should be the hospitals of choice and not just the hospitals of convenience. Local community hospitals must be recognized by the community as top quality hospitals conveniently located with the availability of outstanding and dedicated physicians, the latest technology and enhanced service lines. This is exactly what Prime Healthcare brings to the table. Upon acquisition, the community will feel confident knowing that Prime Healthcare is one of the top health systems in the country and is now providing its foundation in clinical excellence to all members of the community. Prime Healthcare has never closed or sold a hospital. This is of vital importance in that it provides a shift of consciousness to the community.

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Moreover, it is the norm for any acquisition of Prime Healthcare to expand services almost immediately including, but not limited to, cardiac, geriatric and surgical services. This will increase volume, improve the hospital's reputation, often increase employment, and allow the acquired hospital to grow with the community for decades to come.

6. **Collective Bargaining Agreements ("CBA"):** *A summary of your intentions vis-à-vis VHS's Collective Bargaining Agreements.*

Given the current financial state of VHS and the fact that Salaries/Wages/Benefits for all employees, including unionized employees, are well beyond industry standards which has resulted in the current financial condition, the agreements will need to be negotiated in good faith by all the parties. Prime Healthcare respects organized labor and possesses a litany of contracts throughout the United States. This requires a mutually beneficial relationship. As concerns St. Vincent Medical Center and St. Francis Medical Center, the wages are disproportionate as to both revenues and industry norms. The singular focus for Prime Healthcare is to keep these hospitals open. As such, it appears that the most prudent approach would be negotiation through a reorganization process which would allow protection for all parties in this regard.

7. **Post-Retirement Obligations:** *A summary of the anticipated treatment of VHS's post retirement obligations including the multi-employer and single employer pension plans.*

As concerns both St. Vincent Medical Center and St. Francis Medical Center, Prime intends to honor the retirement obligations through reorganization and negotiations with PBGC similar to what Prime Healthcare has accomplished in previous transactions It will be the intent of Prime Healthcare to work with PBGC to provide the appropriate protections of the current pension obligations of both former and current employees.

8. **Required Approvals:** *A summary of the internal approval process by your board or governing body including the timing and your ability to operate in an expedited manner to process necessary approvals required prior to execution of a definitive agreement and the closing of the Transaction.*

All approvals have been obtained.

9. **Due Diligence:** *A due diligence request list setting forth the information your organization will need to review prior to completely due diligence and executing a definitive agreement if selected by VHS.*

Due to its prior knowledge, Prime Healthcare has completed the majority of its due diligence. The one area would be of the current state by discussions with management (which is precluded by the NDA). Once selected as a finalist, Prime Healthcare will complete all diligence within sixty (60) days during the negotiation of the definitive agreement. An initial diligence list has been sent under separate cover.

10. **Contingencies:** *A discussion of any contingencies, caveats and approvals of which VHS should be aware in evaluating your proposal.*

There are no financial contingencies associated with this transaction.

11. **Key Contacts.** *A list of the names, phone numbers, and emails of your internal team and any outside advisors and legal counsel with whom we should discuss your preliminary proposal.*

All discussions can be had with Troy Schell. Mr. Schell can be reached at (909) 235-4311 or at tschell@primehealthcare.com.

Thank you very much for your time and consideration. We look forward to hearing from you.

Sincerely,

[redacted]

Troy A. Schell
Special Counsel

Prime Healthcare

Saving hospitals. Saving jobs. Saving lives.

September 9, 2018

Jim Moloney
Managing Director
Cain Brothers
jmoloney@cainbrothers.com

Re: Follow Up to Indication of Interest - Verity Health System

Dear Jim:

To further clarify our August 31, 2018 Indication of Interest Letter and yesterday's conversation, Prime Healthcare Services, Inc. and Prime Healthcare Foundation, Inc., a 501(c)(3) public charity (collectively "Prime Healthcare"), would like to state the following regarding our offer to purchase St. Francis Medical Center and St. Vincent Medical Center (collectively "The Hospitals"):

- Prime Health would purchase both entities together, not separately

- Prime Healthcare's purchase price is $380 million, inclusive of Net Accounts Receivable, Due from Government Agencies, Inventories, Prepaid Expenses, Due to Government Agencies and Vacation & Other Compensated Absences

- Prime Healthcare will not assume any other liabilities, including related to the retirement and pension plans of The Hospitals and Verity

- Prime Healthcare is very desirous of entering into an Interim Management Agreement (IMA) as soon as the bidding process in Reorganization is complete. The terms of the IMA would be negotiated in good faith by the parties, with the ultimate objectives being to: (i) stabilize and improve the operations of the hospitals; (ii) proceed with the necessary seismic retrofits; (iii) assess and proceed with any essential CapEx requirements; (iv) focus on physician relations; and (v) restore the confidence of all stakeholders and the community at large. The terms of the IMA will comply with all applicable State and Federal regulations. All management fees

due to Prime Healthcare under the IMA would be waived upon the successful closing of a sale of The Hospitals to Prime Healthcare.

Sincerely,

[redacted]

Mike Heather
Chief Financial Officer
Phone: (909) 235-4332
Email: mheather@primehealthcare.com

Notice of Proposed Submission and Request for Consent by:

SETON MEDICAL CENTER, ST. FRANCIS MEDICAL CENTER, AND ST. VINCENT MEDICAL CENTER

in Connection with its Asset Purchase Agreement

with

STRATEGIC GLOBAL MANAGEMENT, INC.

NELSON HARDIMAN
HEALTHCARE LAWYERS

Prepared for the Office of the Attorney General

California Department of Justice
Charitable Trusts Division

May 7, 2019

Binder 5 of 13

5J

PROSPECT MEDICAL HOLDINGS, INC.

3415 S. Sepulveda Blvd.
9th Floor
Los Angeles, CA 90034
Tel (310) 943-4500
Fax (310) 943-4501

VIA EMAIL ONLY

August 7, 2018

Mr. Carsten Beith
Managing Director
Cain Brothers
601 California Street, Suite 1505
San Francisco, CA 94108

Dear Mr. Beith:

We are pleased to provide this non-binding indication of interest of Prospect Medical Holdings, Inc. ("Prospect") with respect to a proposed transaction in which Prospect, or a designated subsidiary, would acquire substantially all of the assets (as described in the Confidential Information Memorandum) of Verity Health Systems of California, Inc. and its subsidiaries ("Verity" or the "System"). The following represents the basic framework of our proposal and, if acceptable to Verity shall serve as a basis for a more formal Asset Purchase Agreement ("APA").

Pursuant to your request, the following are responses to the questions posed in your request for a proposal.

1. **Organization Overview**

Prospect is an innovative healthcare service delivery company that is responding to the evolving healthcare environment through meaningful collaboration among physicians, hospitals and other providers in the health care continuum. Prospect's proven track-record with hospital integration and growth is directly related to its collaborative and cooperative relationships with physicians to promote the quality and efficiency of patient care. Prospect believes that it will meet the proposed transaction's objectives due to its financial strength, its proven population health management infrastructure and its strong management team of seasoned operating, marketing, contracting, financial and

administrative executives who maintain a dedicated "*hands-on*" commitment to the delivery of quality, cost effective healthcare services.

Prospect provides quality, cost-efficient and coordinated healthcare services through our hospitals, clinics and physician networks in Southern California, Connecticut, New Jersey, Pennsylvania, Rhode Island and Texas.

We conduct our business operations through three complementary segments: the hospital segment, population health through individual practice association (IPA) ownership and management; and primary care clinics, and specialty and outpatient facilities and services. These business segments have operated on three performance drivers – efficiency, volume and quality. Through our hospital segment, we own and operate 20 acute care and behavioral hospitals, with a total of approximately 3,790 licensed beds, and a network of 165 specialty and primary care clinics. Prospect employs over 750 physicians.

Our hospitals are located in diverse population areas. All of our facilities provide a comprehensive range of services tailored to meet the needs of their specific communities, and our collaborative relationships include other area hospitals, physicians and health plans. We believe that our proven model has several competitive advantages, including a data-driven and cost-efficient platform that has enabled us to provide efficient and quality care to patients.

Many of our hospitals in Southern California are considered safety net hospitals. In fact, we are a member of Private Essential Access Community Hospitals ("PEACH"). PEACH is a network of private, core safety net hospitals in California that care for a disproportionate share of low-income, medically vulnerable patients. Despite increased need for services, declining revenues and a host of other challenges, Prospect remains dedicated to the mission of providing choice and access to high quality, culturally appropriate, and cost-effective health care services to all patients, regardless of ability to pay.

Through our medical group segment, we manage the provision of physician services to approximately 450,000 enrollees of Health Maintenance Organizations ("HMOs") through a network of approximately 11,000 affiliated primary care and specialty physicians. Based on our enrollment, our medical groups have a significant presence in Southern California and have long-term capitated contracts with nearly all major HMOs operating in the region. We have established Accountable Care Organizations in Connecticut and Rhode Island and participate in a CMS established alternative payment model in Pennsylvania.

We operate both our facilities and medical groups by applying highly disciplined, data-driven management to the provision of quality care to our patients. Through the in-depth analysis and application of various operational and financial metrics, we have been able to achieve a highly efficient cost structure across a diverse mix of payers and have been able

to adapt to economic and regulatory changes. We believe the most cost-efficient and quality driven providers will succeed in this rapidly changing economic and regulatory environment. Furthermore, we believe the coordination of our facilities and medical groups creates an efficient healthcare delivery system that positions us well for the future of healthcare delivery.

Prospect currently owns and operates the following hospital facilities:

- Los Angeles Community Hospital;
- Southern California Hospital at Van Nuys;
- Los Angeles Community Hospital at Norwalk;
- Southern California Hospital at Hollywood;
- Southern California Hospital at Culver City;
- Foothill Regional Medical Center;
- Los Angeles Community Hospital at Bellflower;
- Nix Medical Center;
- Nix Specialty Health Center;
- Nix Behavioral Center;
- Roger Williams Medical Center;
- Our Lady of Fatima Medical Center;
- Rockville General Hospital;
- Manchester Memorial Hospital;
- Waterbury Hospital;
- East Orange General Hospital;
- Crozer-Chester Medical Center;
- Springfield Hospital;
- Taylor Hospital; and
- Delaware County Memorial Hospital.

Our operating model is to have a strong and quality driven hospital or clusters of hospitals in a region; build and support physicians and medical groups through a menu of alignment models around those hospitals; and develop what we call a Coordinated Regional Care Platform ("CRCP"). In addition to hospitals and physicians, the CRCP involves the entire continuum of patient care including home health, clinics, independent physicians, nursing homes, ambulatory surgical centers, out-patient diagnostic services and other health care related services. What distinguishes Prospect in the marketplace is its proven ability to effectively and profitably manage risk, capitation, and bundled payments on behalf of our hospitals and medical groups while at the same time delivering a high quality of care. This unique structure allows managed care plans to focus on marketing; physicians to focus on patient care; and Prospect to coordinate medical management that ensures quality and efficiency.

Prospect currently employs approximately 750 physicians. As healthcare reform focuses on quality care delivered efficiently, Verity is well positioned; and with Prospect's capital, experience in value-based care and population health management, and additional resource commitments, Verity will have an enhanced ability to continue to provide quality healthcare to its surrounding communities.

Our interest in Verity is based on its history of providing quality care, its strong market presence and commitment to its local communities, its reputation and the quality of its medical staff and what we believe is its significant potential for growth by implementing a CRCP strategy. We believe that this is the right opportunity for Prospect and plan to build upon Verity's significant achievements as an essential community system.

As a national leader in owning and operating systems which provide value-based care, we believe that Verity and Prospect are a perfect fit for each other. Prospect's goal as a company is to continually grow and enhance our population health management in existing markets. Verity is a leading healthcare provider in its markets that has accumulated all the assets necessary to undertake population health management through its development of physician practices and outpatient services.

2. **Form of Transaction.**

We propose to form one or more new entities to purchase substantially all the tangible and intangible assets owned or used by Verity as such assets are described in the Confidential Information Memorandum ("CIM") in its operations and included in the APA *(Please see "Appendix A" for proposed balance sheet allocation schedule.)* We will not acquire the assets or liabilities of Marillac Insurance Company Ltd. We contemplate that the assets would be conveyed and assigned free and clear of all liens, claims, charges or encumbrances other than (i) easements, rights of way, restrictions and other matters that do not materially affect the use or value of the assets, and (ii) such encumbrances expressly assumed by Prospect in the definitive documents.

Prospect will not assume any liabilities (including any liabilities relating to deferred management fees, long-term debt, notes payables, lines of credit, capital lease obligations, pension liabilities and related party obligations) except for (i) operating accounts payable and accruals incurred in the normal course of business in accordance with generally accepted accounting principles or (ii) other liabilities specifically assumed by Prospect as set forth in the definitive documents.

Using Verity's available cash (as represented by financial statements and other information provided in the CIM and the data room, which generally exclude all assets of the various Verity Foundations and Marillac assets and liabilities – other than excess assets of Marillac) of approximately $128,399,000 (which includes Marillac excess cash)

supplemented by Prospect cash at closing, we propose to pay all the following liabilities in exchange for all of the System assets:

A. Series 2005 A Bonds	$246,345,000
B. Series 2005 G Bonds	$ 10,885,000
C. Series 2005 H Bonds	$ 8,985,000
D. Series 2015 A Notes	$ 60,000,000
E. Series 2015 B Notes	$ 45,000,000
F. Series 2015 C Notes	$ 10,000,000
G. Series 2015 D Notes	$ 45,000,000
H. Series 2017 A Notes	$ 21,000,000
I. Series 2017 B Notes	$ 21,000,000
J. Series 2017 MOB Notes	$ 46,220,000
K. Series 2018 MOB Notes	$ 15,000,000
L. 15% pro rata to unsecured creditors (other than deferred management fee)	$ 12,000,000
M. Estimated Verity tail insurance cost	$ 45,000,000
N. Estimated Verity transaction cost	$ 20,000,000
	$606,435,000

Based on Verity's May 2018 Balance Sheet, Prospect cash at close is expected to be approximately $501 million. Given the seismic and critical maintenance requirements estimated at over $127 million, the total value of our transaction is approximately $628 million. To the extent that Prospect is able to assume any long-term liabilities, the amount of cash to be paid by Prospect at closing shall be reduced dollar-for-dollar by the amount of liabilities assumed.

All future California Quality Assurance Fees received by the System from the date of this indication of interest until the closing of the transaction shall be applied to the payment of secured long-term of the System prior to payment for any management fees, related party payables or unsecured debt.

If Verity believes that value can be maximized through a Section 363 bankruptcy or other insolvency proceeding, we propose a stalking horse bid for the Verity assets with the parameters stated above. We would also propose a break-up fee of three percent (3%) of the total value of our transaction in the event of a stalking horse bid.

The above schedule of secured debts was prepared with the following additional assumptions communicated to us by Cain Brothers:

(i) No amount has been drawn on the PACE bonds
(ii) There are no additional penalties and / or premiums due resulting from the pre-payment of debt described above.

3. **Source of Financing.**

Prospect will fund this transaction and all of its commitments through a combination of cash on hand, debt and equity. The closing of this transaction will not be subject to a financing contingency.

4. **System Executive Leadership and Hospital Executive Leadership.**

Prospect expects to offer employment, subject to customary pre-employment screenings, to substantially all employees of Verity, including respective management at the System and Hospital level who are active, and in good standing, at the time of the closing of the transaction. We also expect to continue to provide competitive salaries and benefits to Verity's employees. Furthermore, seniority levels of employment will be honored

5. **Operations.**

We will endeavor to further strengthen Verity's healthcare delivery model with the goal of providing high quality care in a coordinated, efficient manner throughout the communities served by Verity. We plan to enhance Verity's existing capabilities as necessary and appropriate, in areas related to accountable care, and clinical integration with physicians and other providers.

Finally, implementing the CRCP model aligns physicians with the health system and measures the improvement in population health management and positions our regional systems for success under value-based, risk contracts with payers. We integrate processes between the hospitals and its aligned physicians under those value-based contracts with payers that measure, manage and improve quality, utilization and efficiency metrics.

As such, we intend to invest in Verity's infrastructure and to develop scalable tools and technology to effectively manage the health of the population served by Verity. It is our goal that Verity not only remains viable but becomes the market leader in providing high safety and quality healthcare services at low cost to the community for the long-term. We will endeavor to form an integrated healthcare delivery model which will necessarily involve a physician engagement strategy with the goal of providing high quality care in an efficient manner. We plan to implement, as necessary and appropriate, health reform required changes including, but not limited to: value-based payment, bundled payment, accountable care, and clinical integration with physicians and other providers.

We do not anticipate any changes to the medical staff at the hospitals. In fact, we would work with the members of the medical staff in order to garner their support for this transaction. Prospect will commit to continued membership and privileges for current members of the medical staff and its leadership.

Prospect will work with medical staff at the Verity hospitals to ensure that physicians maintain an active presence at the facilities and are kept informed and provided with

necessary assistance during the transition planning phase and are encouraged to maintain their medical practices within the community.

6. **Collective Bargaining Agreements.**

Prospect does not intend to assume Verity's multi-employer plan or single employer plan obligations. As such the collective bargaining agreements must, at a minimum, be amended to reflect that Employer (as such term is defined in the collective bargaining agreements) will no longer provide such benefits. Further changes may be requested.

7. **Post-Retirement Obligations**

Prospect does not intend to assume Verity's multi-employer plan or single employer plan obligations.

8. **Required Approvals**

This indication of interest has been approved by Prospect's senior management team. The consummation of the proposed business combination shall be subject to and contingent upon each of the following being satisfied:

(i) The execution of a mutually satisfactory Definitive Agreement, which agreement shall contain, among other things, such covenants, conditions, representations and warranties, indemnifications, ancillary agreements thereto and other provisions customarily found in such an agreement;

(ii) Completion and satisfaction of the results of due diligence conducted by Prospect in its sole discretion (which shall be a condition to the execution of the Definitive Agreement);

(iii) The approval of the transaction by each of the parties' respective governing boards, in their discretion (which shall be a condition to the execution of the Definitive Agreement); and

(iv) Receipt by the Parties of any necessary governmental consents or third-party approvals to consummate the transaction.

9. **Due Diligence**

We anticipate conducting final confirmatory due diligence and negotiating Definitive Documents along a parallel path. Assuming timely receipt of the requested information, we anticipate that final confirmatory diligence and execution of the definitive documents will occur within 45 to 60 days. We would then close the transaction as soon as possible after receiving the necessary regulatory approvals.

10. **Contingencies**

None

11. **Key Contacts**

We have not yet hired any financial or legal advisors with respect to this transaction. We are in process of interviewing appropriate firms to assist us in this transaction. We will inform you of the firms that we ultimately hire as we move forward in this process.

The following is a list of Prospect executives who are involved in the transaction and are available to discuss this non-binding indication of interest with you:

- George Pillari, Corporate Chief, Integration & Operations Improvement;
- Steve Aleman, Chief Financial Officer
- Frank Saidara, Vice President Corporate Development; and
- Andrew Finley, Corporate Director Mergers and Acquisitions

Please note that Prospect is flexible with respect to the structure of the transaction and its ultimate relationship with Verity. In event, Verity seeks an alternate structure or has other requirements, please let us know as we are confident that we will be able to structure a transaction that will meet Verity's needs.

This indication of interest is non-binding and is subject to the Confidentiality Agreement dated July 12, 2018 by and between the parties. If you have questions, please do not hesitate to contact me.

We look forward to working with you.

Very truly yours,
PROSPECT MEDICAL HOLDINGS, INC.

[redacted]

Frank Saidara
Vice President, Corporate Development

Appendix A

	PMH Proposal *As of May 31, 2018*			
ASSETS	**Seller**	**Acquired**	**Retained**	**Left Behind [1]**
Cash and equivalents	$ 58,648	$ -	$ 52,130	$ 6,518
Net patient accounts receivable	239,495	230,061	-	9,434
Other accounts receivable	10,493	8,273	-	2,220
Inventory	24,715	24,189	-	526
Other Current Assets	98,885	88,072	-	10,813
Total current assets	432,236	350,595	52,130	29,511
Property and Equipment, net	266,116	260,983	-	5,133
Other Assets	21,722	19,444	-	2,278
Assets Limited as to Use	119,239	-	76,270	42,970
Total Assets	**$ 839,313**	**$ 631,022**	**$ 128,399**	**$ 79,892**
LIABILITIES				
Current Maturities of Long-Term Debt	$ 6,410	$ -	$ 6,348	$ 63
Accounts Payable	70,587	64,242	-	6,345
Accrued Liabilities & Other[2]	297,094	187,930	-	109,164
Third-Party Liabilities	4,087	4,087	-	-
Total current liabilities	378,179	256,260	6,348	115,572
Long-Term Debt	580,189	-	540,189	40,000
Mortgage Payable	6,000	-	6,000	-
Workers Compensation	35,878	-	-	35,878
Pension Obligations	215,897	-	-	215,897
Deferred & Other Non-Current Liabilities	41,007	-	-	41,007
Total Liabilities	**$ 1,257,150**	**$ 256,260**	**$ 552,537**	**$ 448,353**
Net Equity	**(417,837)**			
Total Liabilities and Net Equity	**$ 839,313**			

NET ASSETS ACQUIRED - BUYER	**$ 374,762**
NET LIABILITIES ASSUMED - SELLER	**$ (424,138)**

(1) "Left Behind" includes Assets/ Liabilities associated with Marillac, the Medical Foundation, and certain Liabilities we assume will be eliminated through Bankruptcy.

(2) $82 million Deferred Management Fee is being "Left Behind"

3415 S. Sepulveda Blvd.
9th Floor
Los Angeles, CA 90034
Tel (310) 943-4500
Fax (310) 943-4501

VIA EMAIL ONLY

August 31, 2018

Mr. Carsten Beith
Managing Director
Cain Brothers
601 California Street, Suite 1505
San Francisco, CA 94108

Dear Mr. Beith:

We are pleased to provide the following proposal with respect to a proposed transaction in which Prospect Medical Holdings, Inc. ("Prospect"), or a designated subsidiary, would acquire substantially all of Verity Health Systems of California, Inc. and its subsidiaries ("Verity" or the "System").

The following is in response to the questions posed in your letter dated August 24, 2018.

1. Definitive Agreement

Attached please find clean and redline version of the Asset Purchase Agreement for the System.

2. Proposal Summary

a. Assets Acquired.

We propose to form one or more new entities to purchase substantially all the tangible and intangible assets owned or used by Verity in its operations and included in the APA. We will not acquire the assets or liabilities of Marillac Insurance Company Ltd. We contemplate that the assets would be conveyed and assigned free and clear of all liens, claims, charges or encumbrances other than (i) easements, rights of way, restrictions and other matters that do not materially affect the use or value of the assets, and (ii) such encumbrances expressly assumed by Prospect in the definitive documents.

Prospect will not assume any liabilities (including any liabilities relating to deferred management fees, long-term debt, notes payables, lines of credit, capital lease obligations, pension liabilities and related party obligations) except for (i) operating accounts payable and accruals incurred in the normal course of business in accordance with generally accepted accounting principles or (ii) other liabilities specifically assumed by Prospect as set forth in the definitive documents.

b. Purchase Price

Our proposed purchase price is $501 million, plus a commitment to address Seismic and other critical maintenance items related to the System. Given that the System has estimated the seismic and critical maintenance requirements at over $127 million, the total value of our transaction is approximately $628 million.

c. Financing.

Given the uncertainty of the timing to close, the transaction is currently subject to financing. As you know, Prospect is backed by Leonard Green & Partners. We are certain that the financing contingency will be removed at appropriate time.

d. Collective Bargaining Agreements

Prospect intends to acquire all assets subject to the bargaining units, but not the collective bargaining agreements.

e. Post-Retirement Obligations

Prospect does not intend to assume Verity's multi-employer plan or single employer plan obligations.

f. Due Diligence

We anticipate conducting final confirmatory due diligence. Assuming timely receipt of the requested information, we anticipate that final confirmatory diligence and execution of the definitive documents will occur within 45-60 days. We would then close the transaction as soon as possible, following the receipt of necessary regulatory approvals. Please note that we have already engaged Klee, Tuchin, Bogdanoff & Stern LLP as our transaction and Bankruptcy counsel. We are also in process of interviewing additional consultants to assist us in this transaction. We will inform you of the firms that we ultimately hire as we move forward in this process.

g. Required Approvals

This indication of interest has been approved by Prospect's senior management team. The consummation of the proposed business combination shall be subject to and contingent upon each of the following being satisfied:

(i) The execution of a mutually satisfactory Definitive Agreements, which agreements shall contain, among other things, such covenants, conditions, representations and warranties, indemnifications, ancillary agreements thereto and other provisions customarily found in such agreements;

(ii) Completion and satisfaction of the results of due diligence conducted by Prospect in its sole discretion (which shall be a condition to the execution of the Definitive Agreements);

(iii) The approval of the transaction by each of the parties' respective governing boards, in their discretion (which shall be a condition to the execution of the Definitive Agreement); and

(iv) Receipt by the Parties of any necessary court, governmental consents or third-party approvals to consummate the transaction.

h. Closing

See item f, above.

i. Other Matters

Given our operational and financial strength, we believe Prospect provides the best solution for Verity as we will have the ability to purchase the system and will continue to provide care to each of the communities currently served by Verity.

[signature page follows]

This indication of interest is non-binding and is subject to the Confidentiality Agreement dated July 12, 2018 by and between the parties. If you have questions, please do not hesitate to contact me.

We look forward to working with you.

Very truly yours,
PROSPECT MEDICAL HOLDINGS, INC.

[redacted]
Frank Saidara
Vice President, Corporate Development

ASSET PURCHASE AGREEMENT[1]

By and Among

VERITY HEALTH SYSTEM OF CALIFORNIA, INC.,

THE OTHER SELLERS NAMED HEREIN

and

PROSPECT MEDICAL HOLDINGS, INC.

Dated [_____], 2018

[1] **NTD**: This Agreement remains subject to ongoing review by Purchaser's tax and regulatory counsel as well as Purchaser's review of all schedules and exhibits and completion of Purchaser's confirmatory due diligence.

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (~~the~~this "**Agreement**") is made and entered into as of the [ ] day of [ ], 2018 (the "**Signing Date**") by and among ~~[~~Verity Health System of California, Inc., a California nonprofit corporation ("~~[HOSPITAL 1 NAME]~~"), ~~[~~**Verity Health**"), [O'Connor Hospital], a California nonprofit corporation ("~~[HOSPITAL 2 NAME]~~" ~~and together with [HOSPITAL 1 NAME]~~**OCH**"), [Saint Louise Regional Hospital], a California nonprofit corporation ("**SLRH**"), [St. Francis Medical Center], a California nonprofit corporation ("**SFMC**"), [St. Vincent Medical Center], a California nonprofit corporation ("**SVMC**"), [Seton Medical Center], a California nonprofit corporation ("**SMC**"), [Seton Medical Center Coastside], a California nonprofit corporation ("**SMCC**"), [De Paul Ventures, LLC, a [ ] limited liability company ("**DPV**"), [Verity BASM Holdco, LLC], a [ ] limited liability company ("**BASM**"), [Verity Medical Foundation], a California nonprofit corporation ("**VMF**"), [Verity Holdings, LLC], a California limited liability company ("**Verity Holdings**" and, together with Verity Health, OCH, SLRH, SFMC, SVMC, SMC, SMCC, DPV, BASM and VMF, each individually a "**Seller**" and collectively the "**Sellers**") ~~and [ ], a [ ] ("Purchaser").~~, and Prospect Medical Holdings, Inc., a Delaware corporation ("**Purchaser**"). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in **Appendix I**.

RECITALS:

A. OCH engages in the business of the operation of the hospital known as O'Connor Hospital, a hospital owned and operated by OCH and located at 2105 Forest Avenue, San Jose, CA, including the hospital pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics owned or operated by OCH (collectively, the "**OCH Hospital**").

B. ~~A. [HOSPITAL 1 NAME]~~SLRH engages in the business of the operation of the hospital known as Saint Louise Regional Hospital, a hospital owned and operated by ~~[HOSPITAL 1 NAME]~~OCH and located at 9400 No Name Uno, Gilroy, CA, including the hospital pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics owned or operated by ~~[HOSPITAL 1 NAME]~~SLRH (collectively, the "~~[HOSPITAL 1 NAME]~~**SLRH Hospital**").

C. ~~B. [HOSPITAL 2 NAME]~~SFMC engages in the business of the operation of the hospital known as St. Francis Medical Center, a hospital owned and operated by ~~[HOSPITAL 2 NAME]~~SFMC and located at 3630 East Imperial Highway, Lynwood, CA, including the hospital pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics owned or operated by ~~[HOSPITAL 2 NAME]~~SFMC (collectively, the "~~[HOSPITAL 2 NAME]~~**SFMC Hospital**").

D. SVMC engages in the business of the operation of the hospital known as St. Vincent Medical Center, a hospital owned and operated by SVMC and located at 2131 West 3rd St., Los Angeles, CA, including the hospital pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics owned or operated by SVMC (collectively, the "**SVMC Hospital**").

E. SMC engages in the business of the operation of the hospital known as Seton Medical Center, a hospital owned and operated by SMC and located at 1900 Sullivan Avenue, Daly City, CA, including the hospital pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics owned or operated by SMC (collectively, the "**SMC Hospital**").

F. SMCC engages in the business of the operation of the hospital known as Seton Medical Center Coastside, a hospital owned and operated by SMCC and located at 600 Marine Boulevard, Moss Beach, CA, including the hospital pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics owned or operated by SMCC (collectively, the "**SMCC Hospital**" and, together with the ~~[HOSPITAL 1 NAME]~~OCH Hospital, the SLRH Hospital, the SFMC Hospital, the SVMC Hospital and the SMC Hospital, the "~~**Hospital**~~**Hospitals**").

G. Verity Holdings owns certain properties and vacant lots located adjacent to, or otherwise related to the operation of, the Hospitals (collectively, the "**Related Properties**"; and the buildings located on such Related Properties, collectively, the "**MOBs**").

H. ~~C.~~ Purchaser desires to purchase from Sellers, and Sellers desire to sell to Purchaser, the ~~assets described in Section 1.7 below (the "**Assets**") owned by Sellers and used with respect to the operation of their respective Hospitals,~~Acquired Assets for the consideration and upon the terms and conditions contained in this Agreement.

I. ~~D.~~ Sellers ~~have~~ filed ~~or intend to file a~~ voluntary ~~petition~~petitions for relief under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") with the United States Bankruptcy Court for the Central District of California, Los Angeles Division (the "**Bankruptcy Court**"), on August 31, 2018, commencing Case No. _____, jointly administered ~~or to be jointly administered~~ with their ~~affiliates, and the Bankruptcy Court entered or is expected to enter an order approving procedures in connection with the sale of the Sellers' Assets, Docket No. _____, which requests that the Bankruptcy Court enter a "**Sale Order**" following an auction and selection of a successful bidder~~Affiliates (the "**Chapter 11 Cases**").

J. ~~E.~~ The parties intend to effectuate the transactions contemplated by this Agreement through a sale of the Acquired Assets approved by the Bankruptcy Court pursuant to Section ~~363~~105, 363 and 365 and other applicable provisions of Chapter 11 of Title 11 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained in this Agreement, and for their mutual reliance and incorporating into this Agreement the above recitals, the parties hereto agree as follows:

ARTICLE 1

SALE AND TRANSFER OF ASSETS; CONSIDERATION; CLOSING

1.1 Purchase Price. Subject to the terms and conditions of this Agreement, the aggregate purchase price ("**Purchase Price**") for the Acquired Assets shall consist of the following:

(a) ~~Cash payment to Sellers (the "Cash Consideration") of _____ ($_____), which shall be payable _____ ($_____) to [HOSPITAL 1 NAME] and _____ ($_____) to [HOSPITAL 2 NAME]~~; and

(b) ~~Payment~~the payment of any Cure Costs (as defined below) associated with any Assumed Leases and/ or Assumed Contracts.

1.2 Deposit. Substantially concurrently with the execution of this Agreement, Purchaser has made a good faith deposit in the amount of _____ ($_____One Million Dollars ($1,000,000) (the "**Deposit**") by wire ~~transfers~~transfer of immediately available funds to an escrow account ~~designated by Sellers. Purchaser has agreed to increase the Deposit by $_____, for a total deposit of $_____ upon entry of an order approving this transaction. The Deposit shall be non-refundable in all events, except in the event the Closing does not occur due to (i) Sellers accepting the bid of a rival bidder or (ii) Sellers materially breaching their obligations under this Agreement. Upon~~(the "**Deposit Escrow Account**") administered by SunTrust Bank, N.A. ("**Escrow Agent**"). The Deposit shall be held by the Escrow Agent and released only in accordance with the terms and conditions of this Agreement and of the escrow agreement, dated as of even date herewith, among Escrow Agent, Purchaser and Verity Health, a copy of which is attached hereto as **Exhibit 1.2** (the "**Escrow Agreement**"). If the Closing (as defined below) occurs, the Deposit will be credited against the Purchase Price.

1.3 Closing Date. The consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place ~~at _____ local time at the offices of Dentons US LLP, 601 South Figueroa St., Suite 2500, Los Angeles, CA 90017-5704~~remotely by electronic exchange of counterpart signature pages commencing at 10:00 a.m. prevailing Pacific time on the date (the day on which Closing actually occurs, the "**Closing Date**") ~~within five (5) business days~~that is the third Business Day following the satisfaction or waiver of the conditions set forth in ARTICLE 7 and ARTICLE 8, other than those conditions that by their nature are to be satisfied at Closing but subject to fulfillment or waiver of those conditions. The Closing shall be deemed to occur and to be effective as of 12:00 a.m. prevailing Pacific time on the day immediately after the Closing Date (the "**Effective Time**").

1.4 Items to be Delivered by Sellers at Closing. At or before the Closing, Sellers shall deliver, or cause to be delivered, to Purchaser the following:

1.4.1 a Bill of Sale substantially in the form of **Exhibit 1.4.1** attached hereto (the "**Bill of Sale**"), duly executed by each Seller;

1.4.2 Real Estate Assignment and Assumption Agreements (the "**Real Estate Assignments**") in the form of **Exhibit 1.4.2** attached hereto with respect to ~~(i) the Leased Real Property, and (ii) the Tenant~~the Assumed Leases, if any, each duly executed by each Seller;

1.4.3 a ~~Quitclaim Deed (the "**Deed**")~~limited general warranty deed in the form ~~of **Exhibit 1.4.2** attached hereto~~customarily used in the relevant jurisdiction with respect to ~~the~~each real property listed in **Schedule 1.4.3** (collectively, the "**Owned Real Property**") duly executed by ~~each~~the applicable Seller;

1.4.4 an Assignment and Assumption Agreement (the "**Assumption Agreement**") in the form of **Exhibit ~~1.4.2~~1.4.4** attached hereto with respect to the Assumed Contracts to be assumed and assigned at the Closing, if any, and the Assumed Liabilities duly executed by each Seller;

1.4.5 an Intellectual Property Assignment Agreement substantially in the form of **Exhibit 1.4.5** attached hereto (the "**IP Assignment Agreement**") with respect to the Intellectual Property included in the Acquired Assets, duly executed by the applicable Seller(s);

1.4.6 ~~1.4.5~~ favorable original certificates of good standing~~,~~ of each Seller, issued by the State of California, dated no earlier than a date which is ~~fifteen~~five (~~15) calendar days~~5) Business Days prior to the Closing Date;

1.4.7 ~~1.4.6~~ a duly executed certificate of an authorized officer of each Seller certifying to Purchaser (~~i~~a) the incumbency of the officers of such Seller on the Signing Date and on the Closing Date and bearing the authentic signatures of all such officers who shall execute this Agreement and ~~any additional documents contemplated by this Agreement and (ii~~the other Transaction Documents to which such Seller is a party; (b) the due adoption and text of the resolutions or consents of the Board of Directors of such Seller authorizing (~~I~~i) the transfer of the Acquired Assets and transfer of the Assumed Obligations by such Seller to Purchaser and (~~II~~ii) the due execution, delivery and performance of this Agreement and all ~~additional documents contemplated by this Agreement~~other Transaction Documents to which such Seller is a party, and that such resolutions have not been amended or rescinded and remain in full force and effect on the Closing Date; and (c) that each of the conditions specified in Sections 8.4, 8.5 and 8.6 is satisfied in accordance with the terms thereof;

1.4.8 ~~1.4.7~~ a certified copy of the Sale Order ~~(as defined below); and~~;

1.4.9 to the extent applicable, a non-foreign affidavit from each Seller dated as of the Closing Date, sworn under penalty of perjury and in form and substance required under Treasury Regulations issued pursuant to Section 1445 of the IRC stating that such Seller is not a "foreign person" as defined in Section 1445 of the IRC;

1.4.10 copies of Sellers' most recent cost reports as filed with the Medicare and Medicaid programs; and

1.4.11 ~~1.4.8 Anyany~~ such other instruments, certificates, consents or other documents which Purchaser and Sellers mutually deem reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof.

1.5 Items to be Delivered by Purchaser at Closing. At or before the Closing, Purchaser shall deliver or cause to be delivered to Sellers the following:

1.5.1 payment of the Cash Consideration (net of the Deposit, which will be released to Sellers by the Escrow Agent at the Closing), subject to any credits or ~~plus payment to Sellers of all amounts~~debits as provided under Section 1.6, to an account identified by Sellers in writing no later than three (3) Business Days prior to the proposed Closing Date;

1.5.2 evidence of payment of all Cure Costs required hereunder to be paid by Purchaser at the Closing;

1.5.3 evidence of payment of the Tail Premium required hereunder to be paid by Purchaser at the Closing;

1.5.4 ~~1.5.3~~ a duly executed certificate of the Secretary of Purchaser certifying to Sellers (a) the incumbency of the officers of Purchaser on the Signing Date and on the Closing Date and bearing the authentic signatures of all such officers who shall execute this Agreement and any additional documents contemplated by this Agreement ~~and~~; (b) the due adoption and text of the resolutions of the Board of Directors of Purchaser authorizing the execution, delivery and performance of this Agreement and all additional documents contemplated by this Agreement, and that such resolutions have not been amended or rescinded and remain in full force and effect on the Closing Date; and (c) that each of the conditions specified in Sections 7.3 and 7.4 is satisfied in accordance with the terms thereof;

1.5.5 ~~1.5.4~~ favorable original certificate of good standing, of Purchaser, issued by the California Secretary of State dated no earlier than a date which is ~~fifteen~~five (~~15) calendar days~~5) Business Days prior to the Closing Date;

1.5.6 ~~1.5.5~~ the Bill of Sale, duly executed by Purchaser;

1.5.7 ~~1.5.6~~ the Real Estate Assignment(s), duly executed by Purchaser;

1.5.8 ~~1.5.7~~ the Assumption Agreement, duly executed by Purchaser;

1.5.9 the IP Assignment Agreement, duly executed by Purchaser; and

1.5.10 ~~1.5.8~~ any such other instruments, certificates, consents or other documents which Purchaser and Sellers mutually deem reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof.

1.6 Prorations and Utilities. ~~All~~The specific items of income and expense listed below with respect to the Acquired Assets shall be prorated in accordance with the principles and the rules for the specific items set forth ~~hereafter~~in this Section 1.6:

1.6.1 All transfer, conveyance, ~~sales, use,~~ stamp~~,~~ or similar state and local taxes arising from the sale of the Acquired Assets hereunder (collectively, "**Transfer Taxes**") shall be the responsibility of, and allocated to, Purchaser.

1.6.2 Other than the Utility Deposits (as defined below), which are governed by Section 1.8(jj), and other than with respect to Cure Costs payable by Purchaser, the following costs and expenses shall be prorated based upon the payment period (*i.e.*, calendar or other tax fiscal year) to which the same ~~are~~is attributable: all real estate and personal property lease payments, real estate and personal property taxes, real estate assessments and other similar charges against real estate, and power and utility charges (collectively, the "**Prorated Charges**") on the Acquired Assets. Each Seller shall pay its respective portion at or prior to the Closing (or, at Purchaser's option, Purchaser shall receive credit against the cash consideration payable at the Closing for) of any unpaid Prorated Charges attributable to periods or portions thereof occurring prior to the Effective Time, and Purchaser shall assume as an Assumed ~~Liability~~Obligation or, to the extent previously paid by either Seller, pay to such Seller at the Closing all Prorated Charges attributable to periods or portions thereof occurring from and after the Effective Time. In the event that as of the Closing Date the actual tax bills for the tax year or years in question are not available and the amount of taxes to be prorated as aforesaid cannot be ascertained, then rates, millages and assessed valuation of the previous year, with known changes, shall be used. The parties agree that if the real estate and personal property tax prorations are made based upon the taxes for the preceding tax period, the prorations shall be re-prorated after the Closing. As to power and utility charges, "final readings" as of the Closing Date shall be ordered from the utilities; the cost of obtaining such "final readings," if any, shall be paid by Purchaser.

1.6.3 Sellers shall be entitled to all rents and other payments under Tenant Leases accruing for the period prior to the Effective Time ("**Pre Effective Time Lease Amounts**"), and Purchaser shall be entitled to all rents and other payments under ~~tenant leases~~Tenant Leases that are Assumed Leases accruing for the period after the Effective Time ("**Post Effective Time Lease Amounts**" and together with the Pre Effective Time Lease Amounts, the "**Lease Amounts**"). All Lease Amounts that are collected prior to the Closing shall be prorated as of the Closing in accordance with the immediately preceding sentence with each Seller paying to Purchaser its respective portion at or prior to the Closing (or, at Purchaser's option, Purchaser shall receive credit against the cash consideration payable at the Closing for such portion). All Lease Amounts that are accrued but unpaid as of the Closing (including, without limitation, rents and other payments accrued prior to the Closing but payable in arrears after the Closing) (collectively, the "**Unpaid Amounts**") shall belong to Sellers, and Purchaser shall, upon receipt of said rents and other payments, receive the same in trust for Sellers and shall promptly remit any of such amounts to the applicable Seller within ten (10) ~~days~~Business Days after Purchaser's receipt of same.

1.6.4 All prorations and payments to be made under the foregoing provisions shall be agreed upon by Purchaser and Sellers prior to the Closing and shall be binding upon the parties; provided, however, with respect to the Unpaid Amounts, in the event any proration, apportionment or computation shall prove to be incorrect for any reason, then either the applicable Seller or Purchaser shall be entitled to an adjustment to correct the same, provided that said party makes written demand on the party from whom it is entitled to such adjustment within thirty (30) calendar days after the erroneous payment or computation was made, or such

later time as may be required, in the exercise of due diligence, to obtain the necessary information for proration. This Section 1.6 shall survive Closing.

1.7 Transfer of Acquired Assets of Sellers. ~~On~~Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, on the Closing Date and subject to the terms and conditions of this Agreement, each Seller shall sell, assign, transfer, convey and deliver to Purchaser, free and clear of all ~~liens and encumbrances~~Liens other than the Permitted Exceptions (as defined below) expressly identified in the Sale Order, and Purchaser shall acquire, all of each Seller's right, title and interest in and to only the following assets, rights and properties, as such assets shall exist on the Closing Date, ~~with respect to the operation of the respective Hospital of such Seller,~~in each case to the extent not included among the Excluded Assets (collectively, ~~such transfer being deemed to be effective at the Effective Time~~the "**Acquired Assets**"):

(a) all of the tangible personal property owned by such Seller and used ~~by such Seller~~or held for use in the ~~operation of the Hospital of such Seller~~Business, including equipment, furniture, fixtures, leasehold improvements, machinery, supplies, vehicles and office furnishings (collectively, the "**Personal Property**");

(b) all of such Seller's rights, to the extent assignable or transferable, to all licenses, provider numbers, permits, approvals, certificates of exemption, franchises, accreditations and registrations and other governmental licenses, permits or approvals issued to such Seller for use in ~~the operation of the Hospital of such Seller~~ (connection with the Business (collectively, the "**Licenses**"), including, without limitation, the Licenses and Medicare Provider Numbers set forth on **Schedule 1.7(b)**;

(c) all of such Seller's interest in and to (i) the Owned Real Property ~~and all of such Seller's interest, to the extent assignable or transferable, in and to all of the following (the "Assumed Leases"):~~ (including all MOBs) and (ii) all leases (including personal property leases ~~with respect to the operation of the Hospital of such Seller~~, ~~the~~ real property leases for ~~all~~the real property leased by such Seller ~~and set forth on **Schedule 1.7(c)(ii)**~~ ((collectively, the "**Leased Real Property**"), ~~;~~ and ~~the~~ real property leased or subleased by such Seller to a third party ~~and set forth on **Schedule 1.7(c)(iii)**~~ ((collectively, the "**Tenant Leases**");) that have been designated by Purchaser for assumption and assignment pursuant to Section 1.11 (collectively, the "**Assumed Leases**");

(d) all of such Seller's interest, to the extent assignable or transferable, in and to all contracts and agreements (including, but not limited to, purchase orders and employment contracts) ~~with respect to the operation of the Hospital of such Seller~~ that have been designated by Purchaser from time to time as a contract to be assumed pursuant to Section 1.11 (collectively, the "**Assumed Contracts**");

(e) all causes of action, lawsuits, judgments, claims, credits, settlement proceeds, refunds, rights of recovery, rights of set-off, counterclaims, defenses, demands, warranty claims, rights to indemnification, contribution, advancement of expenses or reimbursement, or similar rights of such Seller (at any time or in any manner arising or existing, whether choate or inchoate, known or unknown, now existing or hereafter acquired, contingent or noncontingent) against third parties relating to the Acquired Assets (including, for the

avoidance of doubt, those arising under, or otherwise relating to, the Assigned Contracts or Assumed Leases) or the Assumed Obligations, including, without limitation, all rights under (i) any non-disclosure or confidentiality, non-compete, or non-solicitation agreements to which such Seller is a party with current or former directors, officers, employees or agents, or with third parties, or any such agreement to which such Seller is a beneficiary and (ii) vendors', manufacturers' and contractors' warranties, indemnities and guarantees, including all claims, rights, interests and proceeds (whether received in cash or by credit to amounts otherwise due to a third party) with respect to amounts overpaid by such Seller to any third party with respect to periods prior to the Effective Time (e.g., such overpaid amounts may be determined by billing audits undertaken by such Seller or such Seller's consultants), except with respect to any causes of action or proceeds thereof arising under Chapter 5 of the Bankruptcy Code other than with respect to Assumed Obligations, Assumed Contracts ~~and~~or Assumed Leases;

(f) to the extent assignable or transferable, all inventories of raw materials and supplies, manufactured, spare and purchased parts, goods in process and finished goods, in each case, that are used or held for use in the Business (including, but not limited to, supplies, drugs, food, janitorial and office supplies and other disposables and consumables ~~(i) located at the Hospital of such Seller or (ii) used in the operation of the Hospital of such Seller (the "**Inventory**") except as set forth in Section 1.8(e))~~ (collectively, "**Inventory**"), including all rights of such Seller to receive Inventory which are on order as of the Closing;

(g) other than Utility Deposits, all prepaid rentals, unbilled charges, fees and deposits, and other prepayments and similar amounts relating to the ~~Assumed Contracts and/or the Assumed Leases, which were made with respect to the operation of the Hospital of such Seller~~Business (the "**Prepaids**");

(h) to the extent assignable or transferrable, all ~~of the following that are not proprietary to such Seller and/or owned by or proprietary to such Seller's affiliates:~~records, information, ledgers, invoices, documents, operating manuals, files and computer software with respect to the ~~operation of the Hospital of such Seller~~Business, including, without limitation, all patient records, medical records, employee records, financial records, equipment records, construction plans and specifications, and medical and administrative libraries; ~~*provided, however*, that any patient records and medical records which are not required by law to be maintained by such Seller as of the Effective Time shall be an Excluded Asset;~~

(i) to the extent assignable or transferable, all rights ~~in~~under or pursuant to all warranties, representations, guarantees and indemnifies of any manufacturer, contractor, supplier or vendor ~~in connection with the Personal Property~~to the extent affect any of the other Acquired Assets or Assumed Obligations;

(j) all Intellectual Property owned by such Seller;

(k) ~~(j) the right to use the names "_____" and "_____";~~amount of, and all rights to any, insurance proceeds received by such Seller after the Signing Date in respect of (i) the loss, destruction or condemnation of any Acquired Assets occurring prior to, on or after the Closing or (ii) any Assumed Obligations;

(l) ~~(k)~~ all goodwill ~~of the Hospital of such Seller evidenced by the~~associated with the Business, the Hospitals, the MOBs or the other Acquired Assets;

(m) ~~(l)~~ to the extent transferable or assignable, ~~such Seller's right or interest in the~~all telephone and facsimile numbers, email addresses, websites and internet domain names used with respect to the ~~operation of the Hospital of such Seller~~Business;

(n) the rights of such Seller to receive and retain mail and other communications related to the Business or the other Acquired Assets;

(o) all depository bank accounts of such Seller;

(p) all accounts and interest thereupon, notes and interest thereupon and other receivables of such Seller, including, without limitation, accounts, notes or other amounts receivable, and all claims, rights, interests and proceeds related thereto, including all accounts and other receivables, disproportionate share payments and Seller Cost Report settlements related thereto, in each case arising from the rendering of services or provision of goods, products or supplies to inpatients and outpatients, billed and unbilled, recorded and unrecorded, for services, goods, products and supplies provided by such Seller prior to the Effective Time whether payable by Medicare, Medicaid, or any other payor (including an insurance company), or any health care provider or network (such as a health maintenance organization, preferred provider organization or any other managed care program) or any fiscal intermediary of the foregoing, private pay patients, private insurance or by any other source (collectively, "**Accounts Receivable**");

(q) all documents, records, correspondence, work papers and other documents, other than patient records, to the extent relating to the Accounts Receivable (the "**Receivable Records**");

(r) all rights, claims and causes of action of such Seller to the extent related to and/or to the extent arising out of the Accounts Receivable;

(s) the portion of all Hospital Care Assurance Program payments and payments from the State of California or any of its administrative entities or other entities to support the Hospitals (together with Medicare and California Medicaid supplemental payments, the "**Supplemental Payments**") that is attributable to the period from and after the Effective Time regardless of when such payments are received;

(t) the portion of all Disproportionate Share Hospital Payments ("**DSH**") that is attributable to the period from and after the Effective Time regardless of when such payments are received;

(u) all Quality Assurance Fees ("**QAF**") to be paid for periods from and after the Signing Date;

(v) ~~(m)~~ to the extent assignable or transferable, such Seller's Medicare and Medicaid provider numbers and lock box account(s) subject to approval by the appropriate ~~governmental and regulatory agencies~~Governmental Entity; and

(w) ~~(n)~~ except for the Excluded Assets, to the extent assignable or transferable, any other assets, rights, interests or properties owned by such Seller (which are not otherwise specifically described above in this Section 1.7) ~~that are used in the operation of the Hospital~~of any nature, tangible or intangible, real or personal, wherever located that are primarily related to or used or held for use in connection with the Business, now existing or hereafter acquired on or prior to the Closing, whether or not reflected on the books or financial statements of such Seller.

As used herein, the term "**Permitted Exceptions**" means (i) the Assumed Obligations; (ii) liens for taxes not yet due and payable; and (iii) easements, rights of way, zoning ordinances and other similar encumbrances affecting real property~~; and (iv) other imperfections of title or encumbrances, if any, which are not monetary in nature and that are not, individually or in the aggregate, material to the business of the Hospital~~ that do not or would not materially impair the value or the use or occupancy of such real property or materially interfere with the operation of business at such real property.

1.8 Excluded Assets. Notwithstanding anything to the contrary in Section 1.7, each Seller shall retain all interests, rights and other assets owned directly or indirectly by it (or any of such Seller's ~~affiliates~~Affiliates) which are not among the Acquired Assets, including, without limitation, the following interests, rights and other assets of such Seller (collectively, the "**Excluded Assets**"):

(a) cash, cash equivalents and short-term investments;

(b) all ~~Seller~~Benefit Plans ~~(defined below)~~ and the assets of all ~~Seller~~Benefit Plans and any asset that would revert to the employer upon the termination of any ~~Seller~~Benefit Plan, including, without limitation, any assets representing a surplus or overfunding of any ~~Seller~~Benefit Plan;

(c) all contracts that are not Assumed Contracts;

(d) all leases that are not Assumed Leases;

(e) ~~the portions of Inventory, Prepaids, and other assets disposed of, expended or canceled, as the case may be, by such Seller after the Signing Date and prior to the Effective Time in the ordinary course of business;~~all equity securities of such Seller or any of its subsidiaries;

~~(f) assets owned and provided by vendors of services or goods to the Hospital of such Seller;~~

(f) ~~(g)~~ all of such Seller's organizational or corporate record books, minute books and tax records (provided, that Purchaser shall be entitled to a copy of such documents);

(g) ~~(h)~~ all claims, counterclaims and causes of action of such Seller or such Seller's bankruptcy estate (including parties acting for or on behalf of such Seller's bankruptcy estate, including, but not limited to, the official committee of unsecured creditors appointed in the ~~Bankruptcy Case) not specifically set forth in Section 1.7(i) hereof, including, without~~

~~limitation, causes of action~~Chapter 11 Cases) arising out of any claims and causes of action under chapter 5 of the Bankruptcy Code and any related claims, counterclaims and causes of action under applicable non-bankruptcy law, and any rights to challenge liens asserted against property of such Seller's bankruptcy estate, including, but not limited to, liens attaching to the Purchase Price paid to such Seller, and the proceeds from any of the foregoing, but in cases excluding any claims, counterclaims or causes of action arising out of or relating to any Assumed Obligations, Assumed Contracts or Assumed Leases; provided, however that Purchaser shall acquire and be deemed to release and waive as of the Effective Time causes of action under Sections 544, 547, 548, and 550 of the Bankruptcy Code against counterparties to executory contracts and unexpired leases being assumed by a Seller and assigned to Purchaser;

(h) ~~(i)~~ all insurance policies and contracts and coverages obtained by such Seller or listing such Seller as insured party, a beneficiary or loss payee, including prepaid insurance premiums, and all rights to insurance proceeds under any of the foregoing (except as set forth in Section 1.7(k)), and all subrogation proceeds related to any insurance benefits arising from or relating to Acquired Assets prior to the Closing Date;

(i) ~~(j)~~ all deposits made with any entity that provides utilities to the ~~Hospital~~Hospitals (the "**Utility Deposits**");

(j) ~~(k)~~ all rents, deposits, prepayments, and similar amounts relating to any contract or lease that is not an Assumed Contract or Assumed Lease;

(k) ~~(l)~~ all unclaimed property of any third party as of the Effective Time, including, without limitation, property which is subject to applicable escheat laws;

(l) ~~(m) all bank accounts of such Seller;~~[reserved];

(m) ~~(n)~~ all writings and other items that are protected from discovery by the attorney-client privilege, the attorney work product doctrine or any other cognizable privilege or protection, except to the extent relating to any Assumed Obligation;

(n) ~~(o)~~ the rights of such Seller to receive mail and other communications with respect to Excluded Assets or Excluded Liabilities;

(o) ~~(p)~~ all director and officer insurance;

(p) ~~(q)~~ all tax refunds of such Seller;

(q) ~~(r)~~ all documents, records, operating manuals and film pertaining to the ~~Hospital~~Hospitals that the parties hereto mutually agree that such Seller is required by law to retain;~~(s) all patient records and medical records which are not required by law to be maintained by such Seller as of the Effective Time~~;

(r) ~~(t)~~ all documents, records, correspondence, work papers and other patient records that may not be transferred under applicable law, and any other documents, records, or correspondence (including with respect to any employees) that may not be transferred under applicable law;

(s) ~~(u)~~ any rights or documents to the extent relating to any Excluded Liability or other Excluded Asset;

(t) ~~(v)~~ any rights or remedies provided to such Seller under this Agreement and each other document executed in connection with the Closing;

(u) ~~(w)~~ any (i) personnel files for employees of such Seller who are not hired by Purchaser; (ii) other books and records that such Seller is required by ~~Law~~law to retain; provided, however, that except as prohibited by ~~Law~~law and subject to ~~Article~~ARTICLE 5, Purchaser shall have the right to make copies of any portions of such retained books and records that relate to the ~~business of the Hospital~~Business as conducted before the Closing or that relate to any of the Acquired Assets; (iii) documents which such Seller is not permitted to transfer pursuant to any contractual obligation owed to any third party; (iv) documents primarily related to any Excluded Assets; and (v) documents necessary to prepare tax returns (provided, that Purchaser shall be entitled to a copy of such documents). With respect to documents necessary to prepare cost reports, Purchaser shall receive the original document and such Seller shall be entitled to retain a copy of such documents for any period ending on or prior to the Closing Date;

(v) ~~(x)~~ all deposits or other prepaid charges and expenses paid in connection with or relating to any other Excluded Assets;

~~(y) all accounts and interest thereupon, notes and interest thereupon and other receivables of such Seller, including, without limitation, accounts, notes or other amounts receivable, and all claims, rights, interests and proceeds related thereto, including all accounts and other receivables, disproportionate share payments and Seller Cost Report settlements related thereto, in each case arising from the rendering of services or provision of goods, products or supplies to inpatients and outpatients at the Hospital of such Seller, billed and unbilled, recorded and unrecorded, for services, goods, products and supplies provided by such Seller prior to the Effective Time whether payable by Medicare, Medicaid, or any other payor (including an insurance company), or any health care provider or network (such as a health maintenance organization, preferred provider organization or any other managed care program) or any fiscal intermediary of the foregoing, private pay patients, private insurance or by any other source (collectively, "Accounts Receivable");~~

~~(z) all documents, records, correspondence, work papers and other documents, other than patient records, primarily relating to the Accounts Receivable (the "Receivable Records");~~

(w) ~~(aa)~~ (i) all ~~rights, claims and causes of action of such Seller to the extent related to and/or to the extent arising out of the Accounts Receivable and~~ rights to settlements and retroactive adjustments, if any, whether arising under a Seller Cost Report or otherwise, for any reporting periods ending on or prior to the Effective Time, whether open or closed, arising from or against the United States government under the terms of the Medicare program or TRICARE (formerly the Civilian Health and Medical Program of the Uniformed Services); and (ii) causes of action under Sections 544, 547, 548, and 550 of the Bankruptcy Code against the counterparties to ~~the~~contracts that are not Assumed Contracts ~~and~~or Assumed Leases ~~listed on Schedule 1.8(aa)~~;

(x) ~~(bb) all Hospital Care Assurance Program ("HCAP") payments and payments from the State of California or any of its administrative entities or other entities to support the Hospital (together with Medicare and California Medicaid supplemental payments, the "Supplemental Payments") received on and after~~the portion of all Supplemental Payments that is attributable to periods prior to the Effective Time regardless of ~~the state fiscal year for which the Supplemental Payments are made in reference to and regardless of the state fiscal year for which the data was derived to calculate eligibility for such payments~~when such payments are received;

(y) ~~(cc) all Disproportionate Share Hospital Payments ("DSH") and all Quality Assurance Fees ("QAF")~~the portion of all DSH that is attributable to periods prior to the Effective Time regardless of when such payments are received;

(z) all QAF to be paid for periods prior to the ~~Effective Time~~Signing Date; and

(aa) ~~(dd)~~ any assets identified in **Schedule 1.8(~~dd~~aa)**.

For the avoidance of doubt, Purchaser is not acquiring any asset owned by ~~any affiliate of Sellers, including Verity Health System of California, Inc~~Verity Health or any non-Seller Affiliate thereof that is not used or held for use in the Business.

1.9 Assumed Obligations. On the Closing Date, each Seller shall assign, and Purchaser shall assume and agrees to discharge, perform and satisfy fully~~, on and after~~ in accordance with the ~~Effective Time~~,terms thereof, only the following liabilities and obligations of such Seller ~~and only the following liabilities and obligations~~ (collectively, the "**Assumed Obligations**"):

(a) all liabilities under the Assumed Contracts ~~and all liabilities of such Seller under the Assumed Contracts~~first arising on or after the date such contract is assumed and assigned to Purchaser, including related Cure Costs;

(b) ~~the Assumed Leases and~~ all liabilities ~~of such Seller~~ under the Assumed Leases first arising on or after the date such contract is assumed and assigned to Purchaser, including related Cure Costs;

(c) all liabilities and obligations first arising ~~out of or~~after the Closing relating to any act~~,~~ or omission~~, event or occurrence connected~~ by Purchaser in connection with the use, ownership or operation ~~by Purchaser~~ of the ~~Hospital~~Hospitals, MOBs or any of the Acquired Assets on or after the Effective Time;

(d) all accrued paid time off pay for Hired Employees in accordance with Section 5.3(b);

(e) all liabilities and obligations of such Seller related to the Hired Employees first arising on or ~~following~~after the Effective Time;

(f) all ~~unpaid real and personal property taxes, if any, that are attributable to the Assets after the Effective Time, subject to the prorations provided in Section 1.6;~~liabilities or obligations expressly allocated to Purchaser pursuant to Section 1.6;

(g) [reserved];

(h) ~~(g)~~ all liabilities ~~and obligations relating to utilities being furnished to the Assets, subject to the prorations provided in Section 1.6;~~or obligations expressly assumed by Purchaser pursuant to Section 5.3;

~~(h) any documentary, sales and transfer tax liabilities of such Seller incurred as a result of the consummation of the transaction contemplated by this Agreement;~~

(i) any other obligations and liabilities identified in **Schedule 1.9(i).**

1.10 Excluded Liabilities. Notwithstanding anything to the contrary herein, Purchaser shall not assume or become responsible for or obligated to pay any duties, obligations or Liabilities of any Seller of any nature whatsoever, whether known or unknown, asserted or unasserted, or due or to become due, other than the Assumed Obligations, and each Seller shall remain fully and solely responsible for all of such Seller's duties, obligations and Liabilities, whether existing on the Closing Date or arising thereafter, including on the basis of any law imposing successor liability, other than the Assumed Obligations (all such liabilities and obligations that Purchaser is not assuming being referred to collectively as the "**Excluded Liabilities**"), including, without limitation, the following Liabilities, all of which shall remain Liabilities of the Sellers for which the Sellers shall remain solely and exclusively liable:

(a) all Liabilities of any of the Sellers relating to any of the Excluded Assets;

(b) all Liabilities relating to any environmental, health or safety matters (including any Liability under any Environmental Law), arising out of or relating to any Seller's operation of its business or its leasing, ownership, use or operation of real property prior to the Closing Date, no matter when raised;

(c) all Liabilities of any Seller in respect of indebtedness, whether or not relating to such Seller's business;

(d) all Liabilities of any Seller to any current, former or prospective shareholder or other holder of equity securities or equity-linked securities of such Seller, including all Liabilities of such Seller related to the right to or issuance of any capital stock or other equity securities or the payment of any dividend or other distribution on or in respect of any capital stock or other equity securities;

(e) ~~(i) any and all liabilities and obligations~~all Liabilities arising under the law or bankruptcy court order(s) relating to any collective bargaining agreement or other contract with any labor union or labor relations entity applicable to and/or covering employees of ~~the Hospital~~any Seller;

(f) all Liabilities arising out of any breach or default of any Assumed Contracts or Assumed Lease on or prior to the date such Assumed Contract or Assumed Lease is assumed and assigned by Purchaser or arising out of any event that occurs on or prior to such date which with the passage of time or giving of notice, or both, would constitute or give rise to such a breach or default, other than any Cure Costs;

(g) all Liabilities of any Seller for taxes, except for Transfer Taxes;

(h) all Liabilities of such Seller for pending or threatened claims or actions against such Seller, any of its assets or properties or such Seller's operations or activities arising out of or relating to any matter, occurrence, action, omission or circumstance that occurred or existed on or prior to the Closing Date;

(i) all Liabilities relating to such Seller's medical malpractice, negligence, workers compensation, employment discrimination and employment-related liabilities, business or other contractual disputes or general liability claims for acts or failures to act prior to the Closing Date;

(j) all ~~liabilities or obligations provided for in Section 5.3;~~Liabilities (whether civil or criminal) occurring, arising out of or relating to acts or omissions of such Seller or its Affiliates, or any of their respective current or former directors, officers, employees, agents or independent contractors, in respect of any claimed violation of any Law at any time;

(k) ~~any other obligations and liabilities identified in **Schedule 1.9(k)**.~~except to the extent that any such Liabilities are specifically assumed as Assumed Obligations, all Liabilities of such Seller for any and all claims by or on behalf of such Seller's current or former employees relating to periods ending on or prior to the Closing Date, including, without limitation, employment practices, terms and conditions of employment, labor relations, union organizing, employee safety and health, wages and hours, fair labor standards, child labor, employee leaves of absence, unemployment insurance, disability rights or benefits, immigration, plant closings and layoffs, equal employment opportunity, discrimination, harassment, affirmative action (to the extent applicable), breach of contract and wrongful discharge or employee grievances;

~~1.10 Excluded Liabilities. Purchaser shall not assume or become responsible for any duties, obligations or liabilities of either Seller that are not assumed by Purchaser pursuant to the terms of this Agreement, the Bill of Sale, the Assumption Agreement or the Real Estate Assignment(s) (the "**Excluded Liabilities**"), and each Seller shall remain fully and solely responsible for all of such Seller's debts, liabilities, contract obligations, expenses, obligations and claims of any nature whatsoever related to the Assets or the Hospital unless assumed by Purchaser under this Agreement, in the Bill of Sale, the Assumption Agreement or in the Real Estate Assignment(s).~~

(l) all Liabilities of such Seller under or related to any pension, profit sharing, deferred compensation (and the funding of any such benefits relating to all income earned by such Seller's current or former employees relating to periods ending on or prior to the Closing Date), workers' compensation or any other employee health, welfare or other Benefit Plans

(including, without limitation any claims arising under California Labor Code §§ 203, 226, 238, 558, 2698, 2699 and 2699.5 and the Fair Labor Standards Act and any other similar state, local or federal Law);

(m) all Liabilities of such Seller under or related to (i) any management or services agreements, including the management agreement with Integrity Healthcare, LLC, or (ii) any contract, agreement, arrangement, understanding, guaranty or other instrument between or among any Seller, on the one hand, and any Affiliate of Seller, on the other hand; and

(n) all Liabilities for any legal, accounting, investment banking, financial advisory, reorganization, restructuring (including bankruptcy administrative expenses), brokerage or similar fees or expenses incurred by such Seller in connection with, resulting from or attributable to, the transactions contemplated by this Agreement, the Chapter 11 Cases or otherwise.

1.11 Designation of Assumed Contracts and Assumed Leases.

(a) ~~Except as provided in Section 1.11(b), all~~All contracts and leases of Sellers will be subject to evaluation by Purchaser for assumption or rejection (collectively, "**Evaluated Contracts**"). ~~Not later than ten (10) days after entry of the Sale Order (i) Purchaser shall notify each Seller in writing of which Evaluated Contracts are to be assumed by such Seller and assigned to Purchaser and (ii) Purchaser shall notify each Seller in writing signed and dated by Purchaser of which Evaluated Contracts are to be rejected by such Seller (collectively, the "**Rejected Contracts**"). Each Seller shall file such motions in the Bankruptcy Court and take such other actions as are reasonably necessary to ensure that final and non-appealable orders (x) assuming and assigning the respective Assumed Contracts or Assumed Leases applicable to such Seller to Purchaser are entered and (y) rejecting the Rejected Contracts are entered. With respect to each Assumed Lease, the applicable Seller shall execute and deliver to Purchaser an Assignment and Assumption of Lease. Notwithstanding anything to the contrary set forth in this Agreement, the Rejected Contracts shall constitute part of the Excluded Assets pursuant to, and as defined in, this Agreement~~**Schedule 1.11(a)** sets forth Sellers' good faith estimate as of the date hereof of all Cure Costs for all Evaluated Contracts. From the date hereof until the expiration of the Designation Rights Period, Sellers shall not reject any Evaluated Contract unless such Evaluated Contract is designated by Purchaser as a contract that Sellers should reject (each, a "**Rejected Contract**") or unless otherwise agreed to in writing by Purchaser.

(b) ~~At Closing and pursuant to an order of the Bankruptcy Court, each Seller will assume and immediately assign to Purchaser the leases of such Seller for Leased Real Property and the Tenant Leases.~~At Closing, Sellers shall reject or assume and assign to Purchaser, those Evaluated Contracts as indicated on a list prepared by Purchaser in its sole discretion and provided to Sellers no later than three (3) Business Days prior to the Closing Date. Sellers shall take all steps necessary at or prior to the Closing to comply with all requirements under Section 365 necessary to reject or assign to Purchaser, as applicable, such Evaluated Contracts at the Closing.

(c) Any Evaluated Contract not designated by Purchaser as either an Assumed Contract, an Assumed Lease or a Rejected Contract prior to Closing (any such Contract, a

"**Designation Right Contract**") may be designated from time to time by Purchaser by written notice to the Sellers as an Assumed Contract, an Assumed Lease or a Rejected Contract during the duration of the applicable Designation Rights Period; provided, that with respect to any such Designation Right Contract (i) Purchaser shall reimburse Sellers and thereby be solely responsible for all costs associated with the continuation by Sellers of such Designation Right Contract (as set forth in a budget proposed by Sellers and approved by Purchaser prior to the Closing Date (such budget, the "**Designation Right Budget**")) for the period from the Closing through the earlier of (A) the end of the applicable Designation Rights Period and (B) the date of Sellers' receipt of written notice from Purchaser directing the rejection of such Designation Right Contract, (ii) for the avoidance of doubt, all cash collected by Sellers in respect of, and other benefits deriving from, such Designation Right Contract shall be for the account of Purchaser and shall be promptly delivered to Purchaser by Sellers, and (iii) the foregoing shall not affect the validity of the transfer to Purchaser of any other Acquired Asset that may be related to such Designation Right Contract.

(d) As to each Designation Right Contract, as soon as practical after receiving further written notice(s) from Purchaser during the applicable Designation Rights Period requesting assumption and assignment of any Designation Right Contract (each, an "**Assumption Notice**"), Sellers shall take all actions required by the Sale Order or otherwise that are reasonably necessary to seek to assume and assign to Purchaser pursuant to Section 365 of the Bankruptcy Code any Designation Right Contract(s) set forth in an Assumption Notice.

(e) As to each Designation Right Contract, as soon as practical after receiving further written notice(s) from Purchaser during the applicable Designation Rights Period requesting rejection of any Designation Right Contract (each, a "**Rejection Notice**"), Sellers shall take all actions required by the Sale Order or otherwise that are reasonably necessary to reject such contract pursuant to Section 365 of the Bankruptcy Code.

(f) Notwithstanding anything in this Agreement to the contrary, on the date any Designation Right Contract is assumed and assigned to Purchaser pursuant to this Section 1.11, such Designation Right Contract shall be deemed an Assumed Contract or Assumed Lease, as applicable, for all purposes under this Agreement and no further consideration shall be required to be paid to Sellers for any Designation Right Contract that is assumed and assigned to Purchaser.

1.12 Disclaimer of Warranties; Release.

(a) THE ASSETS TRANSFERRED TO PURCHASER WILL BE SOLD BY SELLERS AND PURCHASED BY PURCHASER IN THEIR PHYSICAL CONDITION AT THE EFFECTIVE TIME, "AS IS, WHERE IS AND WITH ALL FAULTS AND NONCOMPLIANCE WITH LAWS" WITH NO WARRANTIES, OTHER THAN THOSE SET FORTH IN ARTICLE 2, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, USAGE, WORKMANSHIP, QUALITY, PHYSICAL CONDITION, OR VALUE, AND ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED, AND WITH RESPECT TO THE LEASED REAL PROPERTY WITH NO WARRANTY OF HABITABILITY OR FITNESS FOR HABITATION,

INCLUDING, WITHOUT LIMITATION, THE LAND, THE BUILDINGS AND THE IMPROVEMENTS. ALL OF THE PROPERTIES, ASSETS, RIGHTS, LICENSES, PERMITS, PRIVILEGES, LIABILITIES, AND OBLIGATIONS OF SELLERS INCLUDED IN THE ACQUIRED ASSETS AND THE ASSUMED OBLIGATIONS ARE BEING ACQUIRED OR ASSUMED "AS IS, WHERE IS" ON THE CLOSING DATE AND IN THEIR PRESENT CONDITION, WITH ALL FAULTS. ALL OF THE TANGIBLE ASSETS SHALL BE FURTHER SUBJECT TO NORMAL WEAR AND TEAR AND NORMAL AND CUSTOMARY USE OF THE INVENTORY AND SUPPLIES IN THE ORDINARY COURSE OF BUSINESS UP TO THE EFFECTIVE TIME.

(b) Purchaser acknowledges that Purchaser will be examining, reviewing and inspecting all matters which in Purchaser's judgment bear upon the Acquired Assets, the Sellers, the ~~Hospital~~Hospitals, the business of the ~~Hospital~~Hospitals and their value and suitability for Purchaser's purposes and is relying solely on Purchaser's own examination, review and inspection of the Acquired Assets and Assumed Obligations. Purchaser releases each Seller and its ~~affiliates~~Affiliates from all responsibility and liability regarding the condition, valuation, salability or utility of the business of the ~~Hospital~~Hospitals or the Acquired Assets, or their suitability for any purpose whatsoever. Purchaser further acknowledges that the representations and warranties of Sellers contained in ARTICLE 2 of this Agreement are the sole and exclusive representations and warranties made by Sellers to Purchaser (including with respect to the ~~Hospital~~Hospitals, the Acquired Assets and the Assumed ~~liabilities~~Obligations) and shall expire, and be of no further force or effect at the Closing.

1.13 Pre-Closing Information. Ten (10) Business Days prior to the Closing Date, Sellers shall deliver to Purchaser a statement (the "**Pre-Closing Statement**") certified by an executive officer of each Seller containing (a) a schedule of all items of income and expense to be prorated in accordance with Section 1.6, (b) an updated schedule of Cure Costs applicable to each Evaluated Contract (including the bid/ask for any Cure Costs that are not finally established by agreement of the relevant parties as of such date), (c) a schedule of all unpaid fees and other Liabilities (including, but not limited to, QAF) accrued or incurred after the petition date of the Chapter 11 Cases up until the date of such statement arising from the Business or the ownership or operation of the Acquired Assets (including the Hospitals and MOBs) and (d) a schedule of all QAF payable to Sellers for periods from and after the Signing Date (with information as to which QAF have been paid as of the date of such schedule and which QAF are expected to be paid in the period between the date of such schedule and the anticipated Closing Date). The Pre-Closing Statement shall be prepared in good faith based on assumptions believed by Sellers to be reasonable at the time made and based on the best information then available to Sellers. Purchaser shall be entitled to review the Pre-Closing Statement prior to the Closing and to submit comments thereon to Sellers, which such comments Sellers shall consider in good faith.

1.14 Restructuring. Notwithstanding anything to the contrary herein, Purchaser may, upon delivery of notice to Sellers by no later than five Business Days prior to the date of the Sale Hearing, determine to structure the acquisition of some or all of the Hospitals hereunder in such a way as to maintain their not-for-profit status (e.g., by Purchaser entering into one or more management agreements with such Hospitals (or their successors) in lieu of acquiring the Purchased Assets hereunder). In the event Purchaser elects to pursue such alternate structure, the parties shall cooperate in good faith to give effect to such alternate structure in the most

efficient manner practicable while maintaining the relative economics and allocation of Liabilities between Purchaser and Sellers as described in this ARTICLE 1.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller hereby represents, warrants and covenants to Purchaser, ~~severally (and not jointly) with respect to such Seller only as to the following matters,~~ except as disclosed in the disclosure schedule ~~as of the Signing Date, as may be amended pursuant to the terms of~~delivered to Purchaser as of the date hereof in connection with this Agreement~~,~~ (the "**Disclosure Schedule**")~~ hereby delivered by Sellers to Purchaser~~:

2.1 Authorization. Such Seller has all necessary corporate power and authority to enter into this Agreement and the other Transaction Documents and, subject to Bankruptcy Court approval, to carry out the transactions contemplated hereby~~.~~ and thereby. The execution, delivery and performance of this Agreement by such Seller, and the consummation by such Seller of the transactions contemplated herein, have been duly and validly authorized by all requisite corporate action in respect thereof.

2.2 Binding Agreement. This Agreement has been duly and validly executed and delivered by such Seller and, assuming due and valid execution by Purchaser, this Agreement constitutes a valid and binding obligation of such Seller enforceable in accordance with its terms subject to (a) applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect and (b) limitations on the enforcement of equitable remedies.

2.3 Organization and Good Standing; No Violation.

(a) Such Seller is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of California. Such Seller has all necessary power and authority to own, operate and lease its properties and to carry on its businesses as now conducted. Such Seller is duly qualified or licensed to do business and in good standing in each jurisdiction where the character of its business or the nature of its properties makes such qualification or licensing necessary. Such Seller has made available to Purchaser true and complete copies of its articles of incorporation and bylaws (or comparable organizational documents).

(b) Neither the execution and delivery by such Seller of this Agreement, the other Transaction Documents nor the consummation of the transactions contemplated hereby or thereby by such Seller nor compliance with any of the ~~material~~ provisions hereof by such Seller, will violate, conflict with or result in a breach of, or constitute of default under, any material provision of, or require consent or the giving of notice under, or cause any acceleration of any obligation of Sellers under (i) such Seller's articles of incorporation or bylaws or any other organizational documents of such Seller, (ii) any order or decree to which such Seller or the Acquired Assets are subject, (iii) any law or legal requirement or (iv) any Evaluated Contract, other than, in case of clauses (iii) and (iv) above, any violation, conflict, breach, consent, notice,

or acceleration that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) Subject to requisite Bankruptcy Court approval, except (i) for entry of the Sale Order and (ii) for notices, filings and consents required in connection with the Chapter 11 Cases, such Seller is not required to give any notice to, make any filing with or obtain any consent from any Person (including any Governmental Entity) in connection with the execution and delivery of this Agreement or the consummation or performance of any of the transactions contemplated hereby, except for (x) such notices, filings and consents, the failure of which to provide, make or obtain, would not, individually or in the aggregate, have a Material Adverse Effect, and (y) the consent of Third Parties, if any, required for the assignment and/or sale of any Evaluated Contract, the failure of which to provide, make or obtain, would not, individually or in the aggregate, have a Material Adverse Effect.

2.4 Title to Acquired Assets. Sellers have good and valid title to or a valid leasehold interest in all of the Acquired Assets, and will convey them to Purchaser free and clear of any Liens, other than Permitted Exceptions. On the Closing Date, subject to the terms of the Sale Order, Sellers will transfer to Purchaser, all of Sellers' right, title and interest in and to the Acquired Assets free and clear of all Liens, except (a) for the Assumed Obligations and (b) for Permitted Exceptions.

2.5 Legal Proceedings. As of the date hereof, except for the Chapter 11 Cases, there is no proceeding or order pending, outstanding or, to Sellers' knowledge, threatened against any Seller that (a) seeks to restrain or prohibit or otherwise challenge the consummation, legality or validity of the transactions contemplated hereby or (b) would have, individually or in the aggregate, a Material Adverse Effect, or a Material Adverse Effect on the ability of Sellers to consummate the transactions contemplated by this Agreement.

2.6 Compliance with laws; Permits; Healthcare Matters.

(a) Sellers are not in violation in any material respect of any law applicable to the operation of the Sellers' business or any rules or regulations promulgated pursuant to all such applicable law.

(b) Sellers hold all material permits, licenses and accreditations required for Sellers to own, lease and operate the Acquired Assets and conduct the Sellers' business as it is currently conducted. There are no proceedings pending, or to Sellers' knowledge threatened, regarding any of such permits, licenses and accreditations. Sellers are in compliance with the terms of all such permits, licenses and accreditations in all material respects.

(c) Sellers meet, without material exception, the conditions for participation in the Medicare and Medicaid programs, and there is not pending or, to Sellers' knowledge, threatened any proceeding or investigation under such programs involving the Sellers' business or Sellers. Sellers comply in all material respects with all Medicare, Medicaid, federal and state anti-fraud and abuse laws and regulations. Sellers are not a party to any financial relationship (as defined in 42 U.S.C. §1395nn) with a physician or an immediate family member of a physician which is prohibited by or does not otherwise meet an exception under the Stark

prohibition (or similar state laws) on self-referrals applicable to entities that provide certain designated health services.

(d) Sellers: (i) have not experienced a material data privacy or security breach; (ii) are in compliance with all contracts that involve the use, disclosure, or access to individually identifiable health information, including HIPAA business associate agreements; (iii) have not received, in the past twelve (12) months, any inquiries from any Governmental Entity regarding their compliance with all applicable state privacy and security laws, nor are there any lawsuits, claims, proceedings, notices of violation, or investigation from any party against Sellers or, to Sellers' knowledge, any officers, directors, employees or agents of Sellers with respect to any violation or alleged violation of such applicable state privacy and security laws.

(e) Sellers each (i) are in compliance in all material respects with the requirements for participation in the Government Programs with respect to each Seller's business to the extent of any current participation in such programs, and (ii) have a current provider agreement or contract under Title XVIII and/or XIX of the Social Security Act, which is in full force and effect for each such Seller. Sellers have the requisite valid participation agreement or provider number or other permit to bill all private payors that currently account for any portion of Sellers' revenues.

(f) No event has occurred within the past twelve (12) months and no circumstance exists that (i) may constitute or result in a material violation of any Seller of, or failure on the part of any Seller to comply with, any law in any material respect, or (ii) may give rise to any obligation on the party of any Seller to undertake, or to bear all or any portion of the cost of, any remedial action under any law other than refunds, overpayments or adjustments in the ordinary course of business.

(g) No Seller has received within the past twelve (12) months any written notice or other written communication from any Governmental Entity or any other person, including any call or other communication through the compliance hotline reporting system of any Seller, of (i) any actual, alleged and reasonably credible material violation of, or failure to materially comply with, any law, or (ii) any actual, alleged and reasonably credible obligation on the part of any Seller to undertake, or to bear all or any portion of the cost of, any remedial action under any law other than refunds, overpayments or adjustments in the ordinary course of business.

(h) No Seller or any of their respective employees are subject to the terms of a corporate integrity agreement with a Governmental Entity.

(i) Within the past twelve (12) months, each Seller has filed all cost reports required to be filed in accordance with the Government Programs in which it participates, the private insurance programs with which it is contracted, all fiscal intermediaries and contractors, and other insurance carriers. All such cost reports submitted by any Seller to Government Programs and private insurance programs were complete and accurate in all material respects when filed and have been prepared in compliance with all applicable laws. Within the past twelve (12) months, each Seller has paid or caused to be paid in the ordinary course of business

all known and undisputed refunds, overpayments or adjustments that have become due to any Government Program or private insurance program. No Seller (i) has any pending appeals, adjustments, disputes, contested positions, challenges, litigation, or audits pending by or before a Governmental Entity or a private insurance program with respect to submitted claims or cost reports, except for such appeals or individual claim denials that occur in the ordinary course of business; and (ii) is being audited, surveyed or otherwise examined in connection with any Government Program or any private insurance program other than audits, surveys or reviews that occur in the ordinary course of business. No Seller has, within the past twelve months, received any written notice of denial of payment, recoupment, or overpayment from any Government Program or private insurance program other than notices received in the ordinary course of business, and there are no facts or circumstances that may reasonably be expected to (x) give rise to any material denial, overpayment, refund, or dispute from any Government Program or private insurance program; or (y) indicate a pattern of denial of payments, recoupment, or overpayment from any Government Program or private insurance program with respect to a type of claim or a series of related claims. There is no investigation, audit, claim review, or other action pending or, to Sellers' knowledge, threatened which could result in a revocation, suspension, termination, probation, restriction, limitation, or non-renewal of any Government Program or private insurance participation agreement or provider number or other permit or result in exclusion of either Seller from any Government Program or private insurance program, nor has any Government Program or private insurance program made any decision not to renew any participation agreement or provider agreement or other permit.

(j) Each Seller has in all material respects charged and billed in accordance with the terms of its respective contracts with any Government Programs or private insurance programs and otherwise in accordance with law, including, where applicable, billing and collection of all deductibles and co-payments. All claims that have been filed by any Seller are for services actually rendered, and were properly coded, and were filed in compliance with all Government Program and private insurance program requirements, including those regarding physician certification and recertification for services. No funds relating to Sellers are now, or, to Sellers' knowledge, will be, withheld by any Government Program or private insurance program.

(k) No Seller nor any member of the governing body of any Seller, or any officer or current employee of any Seller, or to Sellers' knowledge any third party vendor or independent contractor who furnishes services or supplies that may be reimbursed in whole or in part under any Government Program, is excluded, suspended or debarred from participation, or has been convicted of or charged with any violation of any law related to the Medicare or Medicaid programs or any other Government Program that is reasonably likely to serve as the basis for any such exclusion, suspension, debarment or other ineligibility.

(l) No Seller, nor any member of the governing body of any Seller, or any officer, agent, or employee of any Seller, or any Person acting for or on behalf of any Seller has directly or indirectly within the past twelve (12) months (i) made any contribution, gift, bribe, rebate, payoff, influence payment, kickback, or other payment to any Person, private or public, regardless of form, whether in money, property, or services in violation of any law (x) to obtain favorable treatment in securing business, (y) to pay for favorable treatment for business secured, or (z) to obtain special concessions or for special concessions already obtained, for or in respect

to any Seller, or (ii) established or maintained any fund or asset that has not been recorded in the books and records of any Seller.

(m) Each of Sellers has not, nor to Sellers' knowledge has been alleged to have, and no owner, officer, manager, employee or Person with a "direct or indirect ownership interest (as that phrase is defined in 42 C.F.R. § 420.201) in any Seller has, within the past twelve (12) months, engaged in any of the following: (i) knowingly and willfully making or causing to be made a false statement or representation of material fact in any application for benefit or payment under any Government Program or private insurance program; (ii) knowingly and willfully making or causing to be made any false statement or representation of a material fact for use in determining rights to any benefit or payment under any Government Program or private insurance program; (iii) failing to disclose knowledge by a claimant of the occurrence of any event affecting the initial or continued right to any benefit or payment under any Government Program or private insurance program on its own behalf or on behalf of another, with intent to secure such benefit or payment fraudulently; (iv) knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay such remuneration (x) in return for referring an individual to a Person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by any Government Program or private insurance program, or (y) in return for purchasing, leasing or ordering or arranging for or recommending the purchasing, leasing or ordering of any good, facility, service or item for which payment may be made in whole or in party by any Government Program or private insurance program; (v) presenting or causing to be presented a claim for reimbursement for an item or services that is or for an item or services that was known or should have been known to be (x) not provided as claimed, or (y) false or fraudulent; or (vi) knowingly and willfully making or causing to be made or inducing or seeking to induce the making of any false statement or representation (or omitting to state a fact required to be stated therein or necessary to make the statements contained therein no misleading) of a material fact with respect to (x) qualification for participation in any Government Program, private insurance program or to obtain any permit, or (y) information required to be provided under 42 U.S.C. § 1320a-3. No portion of the Sellers' business is currently subject to any plan of correction that has not been accepted by or is currently the subject of a review by any Governmental Entity.

(n) No Seller is subject to any proceeding or investigation by any Governmental Entity: (i) which may result in the imposition of a fine, alternative, interim or final sanction, or a lower reimbursement rate for services rendered; (ii) which could result in the revocation, transfer, surrender, suspension or other impairment of the operating certificate, provider agreement or any permit; (iii) which pertains to or requests any voluntary disclosure pertaining to a potential overpayment matter involving the submission of claims; or (iv) which pertains to any state or federal Medicare or Medicaid cost reports or claims, or any disallowance in connection with any audit of such cost reports.

2.7 Intellectual Property. Section 2.7 of the Disclosure Schedule sets forth a true and complete list of all Intellectual Property owned by the Sellers as of the date hereof.

2.8 Data Privacy and Security. Each Seller complies with all applicable U.S. and state laws relating to privacy or data security (including the HIPAA), (all of the foregoing

collectively, "**Privacy Laws**") with respect to personally identifiable information (including name, address, telephone number, electronic mail address, social security number, bank account number or credit card number), sensitive personal information and any special categories of personal information regulated thereunder or covered thereby ("**Personal Information**"). No written claims have been asserted and, to Sellers' knowledge, no claims are threatened against Sellers by any Person alleging a violation of any Privacy Laws. No Seller and, to Sellers' knowledge, no subcontractor or agent of Sellers has in the past twelve (12) months been required pursuant to any Privacy Law to notify customers, consumers or employees of any information security breach of Personal Information of such customers, consumers or employees (in the case of such subcontractors or agents, of Personal Information obtained from or on behalf of any Seller). To Sellers' knowledge, no Seller has been the subject of any inquiry, investigation or enforcement action of any Governmental Authority with respect to compliance with any Privacy Law in the past twelve (12) months.

2.9 Environmental and Health And Safety Matters. Each Seller is and has within the past twelve (12) months been in compliance with all applicable Environmental Laws in connection with the conduct or operation of the Sellers' business and the ownership or use of the Acquired Assets. None of the Sellers nor any of their respective executive officers has received within the past twelve (12) months, nor to Sellers' knowledge is there any basis for, any notice, communication or complaint from a Governmental Authority or other Person alleging that such Seller has any liability under any such Environmental Law or is not in compliance with any such Environmental Law. There is and has been within the past twelve (12) months no Release or threatened Release of Hazardous Substances or any investigation, clean-up, remediation or corrective action of any kind relating to the Owned Real Property and the Leased Real Property. No underground improvement, including any treatment or storage tank or water, gas or oil well, is or has been located on the Owned Real Property or the Leased Real Property. There is no pending or, to Sellers' knowledge, threatened investigation by any Governmental Entity, nor any pending or, to Sellers' knowledge, threatened claim, proceeding or order with respect to the Owned Real Property, the Leased Real Property, the Sellers' business, any Seller relating to Hazardous Substances or otherwise under any Environmental Law. Sellers hold all environmental permits, and are and have been within the past twelve (12) months in compliance therewith. Sellers have made available to Purchaser all permits, audits and other reports pertaining to compliance with Environmental Law and all "Phase I," "Phase II" or other environmental investigation reports in its possession, or to which they have reasonable access.

2.10 ~~2.4~~ Contracts. ~~Except as set forth in~~**Schedule 1.11(a)** contains a correct and complete list of all Evaluated Contracts. Except as may otherwise appear by an examination on the face thereof, each Evaluated Contract is in full force and effect and is a valid and binding obligation of the applicable Sellers party thereto and, to Sellers' knowledge, the other parties thereto, in accordance with its terms and conditions, in each case except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws now or hereafter in effect relating to creditors' rights generally or general principles of equity. Except as set forth in Section 2.10 of the Disclosure Schedule~~ 2.4, ~~, upon entry of the Sale Order and ~~Purchaser's~~ payment of ~~the~~applicable Cure Costs upon assumption and assignment, to Seller's knowledge, Seller is not in breach or default of ~~the Assumed~~any Evaluated Contracts ~~or Assumed Leases~~. No provision of this Section 2.4 shall apply to any failure to obtain consents to the assignment of the Assumed Contracts and Assumed Leases from third parties to the Assumed

Contracts and Assumed Leases for which consent is required to assign the Assumed Contracts and Assumed Leases to Purchaser (the "**Contract and Lease Consents**"). Correct and complete copies of all Evaluated Contracts have been made available to Purchaser.

2.11 Financial Statement. Section 2.11 of the Disclosure Schedules sets forth, (i) to the Sellers' knowledge, true and complete copies of the unaudited consolidated financial statements of Sellers' business for the year ended December 31, 2017, accompanied by the reports thereon of the Sellers' independent auditors (collectively, the "**Historical Financial Statements**"), and (ii) true and complete copies of the unaudited consolidated financial statements of the Business for the six-month period ended July 31, 2018 (the "**Interim Financial Statements**"), including in each of clauses (i) and (ii) a balance sheet, statement of income, and for clause (i) a statement of retained earnings (the Historical Financial Statements and the Interim Financial Statements collectively, the "**Financial Statements**"). The Financial Statements (i) are correct and complete in all material respects and have been prepared in accordance with the books and records of Sellers pertaining to Sellers' business, (ii) have been prepared in accordance with GAAP applied on a consistent basis throughout the periods indicated and (iii) present fairly, in all material respects, the financial condition of Sellers at their respective dates, subject to normal year-end adjustments and the absence of notes.

2.12 Employee Benefits. Section 2.12 of the Disclosure Schedules sets forth each Benefit Plan, copies of which, along with all amendments thereto and any related trust agreements and IRS determination letters, have been made available to Purchaser or its Affiliates. Each Benefit Plan has been maintained and administered at all times within the past twelve (12) months in compliance in all material respects with its terms and all applicable laws, including ERISA and the IRC, applicable to such Benefit Plan.

2.13 Labor and Employment. Section 2.13 of the Disclosure Schedules sets forth each collective bargaining agreement to which any Seller is party. True and complete copies of all such collective bargaining agreements have been made available to Purchaser. There is no labor strike, slowdown, work stoppage or other labor dispute pending or, to Sellers' knowledge, threatened against any Seller. There are no pending grievances or unfair labor practices or other employment-related proceedings against any Seller. No Seller has within the past twelve (12) months received written notice of any representation proceeding or unfair labor practice charge or complaint against it before, or that could come before, the National Labor Relations Board or any similar Governmental Entity and, to Sellers' knowledge, there is no threatened unfair labor practice charge or complaint or representation proceeding before, or that could come before, the National Labor Relations Board or other Governmental Entity or union organizing or decertification activity. No Seller is a party to, or otherwise bound by, any consent decree with, or citation by, any Governmental Entity relating to or affecting any of Sellers' employees or employment practices in connection with the Sellers' business.

2.14 Real Property. Sellers have (i) good and marketable title in fee simple to all Owned Real Property and (ii) good and marketable leasehold title to all Leased Real Property and will convey it free and clear of all Liens except Permitted Exceptions. No parcel of Owned Real Property or Leased Real Property is subject to any governmental decree or order to be sold or is being condemned, expropriated or otherwise taken by any public authority with or without payment of compensation therefor, nor, to Sellers' knowledge, has any such condemnation,

expropriation or taking been proposed. All leases of Leased Real Property and all amendments and modifications thereto are in full force and effect, and there exists no default under any such lease by any Seller or any other party thereto, nor any event which, with notice or lapse of time or both, would constitute a default thereunder by such Seller or any other party thereto. There are no contractual or legal restrictions that preclude or restrict the ability to use any Owned Real Property or Leased Real Property by Sellers or Sellers' Business for the current use of such real property. To the Sellers' knowledge, there are no material latent defects or material adverse physical conditions affecting the Owned Real Property or Leased Real Property. To the Sellers' knowledge, all plants, structures and other improvements and fixtures on the Owned Real Property or Leased Real Property are adequately maintained and are in good operating condition and repair for the requirements of Sellers' Business as currently conducted.

2.15 Sufficiency of Assets. To Sellers' knowledge, the Acquired Assets (a) constitute all of the assets, tangible and intangible, of any nature whatsoever, reasonably necessary to operate Sellers' Business in the manner currently operated by Sellers and (b) include all of the operating assets of Sellers reasonably related to Sellers' business.

2.16 ~~2.5~~ Brokers and Finders. Except as set forth on Section 2.16 of the Disclosure Schedule ~~2.5~~, neither such Seller nor any ~~affiliate~~Affiliate thereof, nor any officer or director thereof, have engaged or incurred any liability to any finder, broker or agent in connection with the transactions contemplated hereunder.

2.17 ~~2.6~~ Seller Knowledge. References in this Agreement to "Seller's knowledge or "the knowledge of Seller" means the actual knowledge of the Chief Executive Officer or Chief Financial Officer of the applicable Seller, without independent research. No constructive or imputed knowledge shall be attributed to any such individual by virtue of any position held, relationship to any other Person or for any other reason.

2.18 Representations of Purchaser. Such Seller acknowledges that it is not relying on any representation or warranty (expressed or implied, oral or otherwise) made on behalf of Purchaser other than as expressly set forth in ARTICLE 3.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF PURCHASER

~~As an inducement to Sellers to enter into this Agreement and to consummate the transactions contemplated by this Agreement,~~ Purchaser hereby represents~~,~~ and warrants ~~and covenants~~ to Sellers only as to the following matters as of the Signing Date ~~and, except as otherwise provided herein, shall be deemed to remake all of the following representations, warranties and covenants as of the Closing Date~~:

3.1 Authorization. Purchaser has full power and authority to enter into this Agreement and has full power and authority to perform its obligations hereunder and to carry out the transactions contemplated hereby. No additional internal consents are required in order for Purchaser to perform its obligations and agreements hereunder.

3.2 Binding Agreement. This Agreement has been duly and validly executed and delivered by Purchaser and, assuming due and valid execution by Sellers, this Agreement constitutes a valid and binding obligation of Purchaser enforceable in accordance with its terms subject to (a) applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect and (b) limitations on the enforcement of equitable remedies.

3.3 Organization and Good Standing. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of ~~California~~Delaware, is or will be duly authorized to transact business in the State of ~~California~~Delaware, and has full power and authority to own, operate and lease its properties and to carry on its business as now conducted.

3.4 No Violation. Except as set forth in **Schedule 3.4**, neither the execution and delivery by Purchaser of this Agreement nor the consummation of the transactions contemplated hereby nor compliance with any of the material provisions hereof by Purchaser will (a) violate, conflict with or result in a breach of any material provision of the Articles of Incorporation, Bylaws or other organizational documents of Purchaser or any material contract, lease or other instrument by which Purchaser is bound; (b) require any approval or consent of, or filing with, any governmental agency or authority, (c) violate any law, rule, regulation, or ordinance to which Purchaser is or may be subject, or (d) violate any judgment, order or decree of any court or other governmental agency or authority to which Purchaser is subject.

3.5 Brokers and Finders. Neither Purchaser nor any ~~affiliate~~Affiliate thereof nor any officer or director thereof has engaged any finder or broker in connection with the transactions contemplated hereunder.

3.6 Representations of Sellers. Purchaser acknowledges that it is purchasing the Acquired Assets on an "AS IS, WHERE IS" basis (as more particularly described in Section 1.12), and that Purchaser is not relying on any representation or warranty (expressed or implied, oral or otherwise) made on behalf of either Seller other than as expressly set forth in this Agreement. Purchaser further acknowledges that neither Seller is making any representations or warranties herein relating to the Acquired Assets or the operation of the ~~Hospital~~Hospitals on and after the Effective Time.

3.7 Legal Proceedings. Except as described on **Schedule 3.7**, there are no claims, proceedings or investigations pending or, to the best knowledge of Purchaser, threatened relating to or affecting Purchaser or any ~~affiliate~~Affiliate of Purchaser before any court or governmental body (whether judicial, executive or administrative) in which an adverse determination would ~~materially adversely affect the properties, business condition (financial or otherwise) of Purchaser or any affiliate of Purchaser or which would~~ adversely affect Purchaser's ability to consummate the transactions contemplated hereby. Neither Purchaser nor any ~~affiliate~~Affiliate of Purchaser is subject to any judgment, order, decree or other governmental restriction specifically (as distinct from generically) applicable to Purchaser or any ~~affiliate of Purchaser which materially adversely affects the condition (financial or otherwise), operations or business of Purchaser or any affiliate of Purchaser or~~Affiliate of Purchaser which would adversely affect Purchaser's ability to consummate the transactions contemplated hereby.

~~3.8 No Knowledge of a Seller's Breach. Neither Purchaser nor any of its affiliates has knowledge of any breach of any representation or warranty by either Seller or of any other condition or circumstance that would give Purchaser a right to terminate this Agreement pursuant to Section 9.1(c). If information comes to Purchaser's attention on or before the Closing Date (whether through a Seller or otherwise and whether before or after the Signing Date) which indicates that Sellers have breached any of its representations and warranties under this Agreement, then the effect shall be as if the representations and warranties had been modified in this Agreement in accordance with the actual state of facts existing prior to the Effective Time such that there will be no breach under Sellers' representations and warranties in relation to such information; *provided, however*, that Purchaser must immediately notify Sellers if any such breach comes to its attention on or before the Closing Date, and Purchaser's failure to so notify Sellers shall constitute a waiver by Purchaser of Sellers' breach, if any, of any representation or warranty. If any such information comes to Purchaser's attention on or before the Closing Date (whether through a Seller or otherwise, including through updated schedules, and whether before or after the Signing Date) that would give Purchaser a right to terminate this Agreement pursuant to Section 9.1(c), Purchaser must immediately notify Sellers if any such information comes to its attention on or before the Closing Date, and Purchaser's failure to so notify Sellers shall constitute a waiver of such right in relation to the relevant breach.~~

~~3.9 Ability to Perform. Purchaser has the ability to obtain funds in cash in amounts equal to the Purchase Price by means of credit facilities or otherwise and will at the Closing have immediately available funds in cash, which are sufficient to pay the Purchase Price and to pay any other amounts payable pursuant to this Agreement and to consummate the transactions contemplated by this Agreement.~~

3.8 ~~3.10~~ Purchaser Knowledge. References in this Agreement to "Purchaser's knowledge" or "the knowledge of Purchaser" means the actual knowledge of the Chief Executive Officer, Chief Financial Officer or Chief Operating Officer of Purchaser, without independent research. No constructive or imputed knowledge shall be attributed to any such individual by virtue of any position held, relationship to any other Person or for any other reason.

3.9 ~~3.11~~ Investigation. Purchaser has been afforded reasonable access to, and has been provided adequate time to review, the books, records, information, operations, facilities and personnel of each Seller and the ~~Hospital~~Hospitals for purposes of conducting a due diligence investigation of each Seller and the Hospital. Purchaser has conducted a reasonable due diligence investigation of each Seller and the Hospital and has received satisfactory answers to all inquiries it has made respecting each Seller and the ~~Hospital~~Hospitals and has received all information it considers necessary to make an informed business evaluation of each Seller and the ~~Hospital. In connection with its due diligence investigation of each Seller and the Hospital, Purchaser has not relied upon any books, records, information, operations, facilities and personnel provided by either Seller, including in making its determination to enter into this Agreement and/or consummate the transactions contemplated hereby.~~Hospitals.

ARTICLE 4

COVENANTS OF SELLERS

4.1 Access and Information; Inspections.

4.1.1 From the Signing Date through the Effective Time, (a) each Seller shall afford to the officers, employees, advisors and agents of Purchaser (which shall include accountants, attorneys, bankers and other consultants and authorized agents of Purchaser) reasonable access during normal business hours ~~at Seller's corporate headquarters in El Segundo, California~~ to, and the right to inspect, the premises, properties, personnel, books, accounts, records and all other relevant documents and information with respect to the ~~assets, liabilities and business of the Hospital of such Seller and the plant and property of the Hospital of such Seller at the Hospital of such Seller~~Business and any assets, rights, properties or Liabilities related thereto and (b) each Seller shall furnish Purchaser with such additional financial and operating data and other information in such Seller's possession as to ~~businesses~~the Business and any assets, rights, properties ~~of the Hospital of such Seller~~or Liabilities related thereto as Purchaser or its representatives may from time to time reasonably request; *provided, ~~however~~, that such Seller is not obligated to disclose information which is proprietary to such Seller and would not be essential to the ongoing operation of the Hospital of such Seller by Purchaser; ~~provided, further~~*, that all disclosures of information shall be consistent with the confidentiality agreements and any other non-disclosure agreements entered into (or to be entered into) among Purchaser, its representatives and such Seller. Purchaser's right of access and inspection shall be exercised in such a manner as not to interfere unreasonably with the operations of any Seller or the ~~Hospital~~Hospitals.

4.1.2 Notwithstanding anything contained herein, neither Seller shall be required to provide Purchaser or its representatives or agents access to or disclose information where such access or disclosure would violate the rights of its patients, jeopardize the attorney-client or similar privilege with respect to such information or contravene any law, judgment, fiduciary duty or contract entered into prior to or on the date of this Agreement with respect to such information.

4.2 Cooperation.

4.2.1 Each Seller shall reasonably cooperate with Purchaser and its authorized representatives and ~~attorneys~~advisors: (a) in Purchaser's efforts to obtain all consents, approvals, authorizations, clearances and licenses required to carry out the transactions contemplated by this Agreement (including, without limitation, those of ~~governmental and regulatory authorities~~any Governmental Entity) or which Purchaser reasonably deems necessary or appropriate, (b) in the preparation of any document or other material which may be required by any ~~governmental agency~~Governmental Entity as a predicate to or result of the transactions contemplated in this Agreement, and (c) in Purchaser's efforts to effectuate the assignment of Assumed Contracts and Assumed Leases to Purchaser as of the Closing Date and from time to time thereafter pursuant to the terms hereof. Except as may be otherwise requested by a Seller in order to comply with applicable law or regulatory guidance, notwithstanding anything contained herein, other than Bankruptcy Court orders and authorizations, it shall be Purchaser's sole

responsibility (including payment of any fees, expenses, filings costs or other amounts) to obtain the Contract and Lease Consents, as well as all governmental consents, approvals, assignments, authorizations, clearances and licenses required to (x) carry out the transactions contemplated by this Agreement, including but not limited to medical licenses and/or (y) transfer any of the Acquired Assets, including any Licenses. To the extent Purchaser needs certain information and data which is in the possession of a Seller in order for Purchaser to ~~complete Purchaser's license and permit approval~~obtain any necessary approvals (including with respect to regulatory, licensing or permit applications), ~~Purchaser~~Sellers shall ~~receive~~, upon Purchaser's request, provide reasonable assistance ~~from such Seller~~ in connection with the provision of such information.

4.2.2 Prior to the Closing, each Seller and their respective officers, employees and representatives shall reasonably cooperate as may be requested by Purchaser in connection with arranging, obtaining and syndicating the Debt Financing, including, without limitation, with respect to (i) participating in meetings, due diligence sessions, road shows, and drafting sessions and sessions with rating agencies, (ii) assisting in preparing syndication documents, offering memoranda, rating agency presentations, private placement memoranda, prospectuses, lender presentations and similar necessary or customary documents and (iii) cooperating with Purchaser's financing sources' due diligence.

4.2.3 ~~4.2.2~~ Notwithstanding any provision to the contrary contained in this Agreement, ~~neither~~no Seller shall ~~be obligated~~have any Liability to Purchaser in connection with the failure to obtain ~~the~~any required approval or consent to the assignment~~,~~ to Purchaser~~,~~ of any Assumed Contracts or Assumed Leases~~,~~ from ~~any party to any of the Assumed Contracts or Assumed Leases even if any such contract or lease states that it is not assignable without such party's consent~~the applicable counterparty thereto so long as such Seller reasonably cooperates with Purchaser in accordance with this Agreement.

~~4.3 Other Bidders. Purchaser expressly acknowledges and agrees that each Seller has an obligation to seek out and determine the best and highest offer reasonably available for such Seller's assets in accordance with the Bankruptcy Code, and nothing herein shall amend, modify, alter, diminish or affect such obligation.~~

4.3 ~~4.4~~ Sellers' Efforts to Close. Each Seller shall use its reasonable commercial efforts to satisfy all of the conditions precedent set forth in ARTICLE 7 and ARTICLE 8 to its or Purchaser's obligations under this Agreement to the extent that such Seller's action or inaction can control or ~~materially~~ influence the satisfaction of such conditions; provided, however, that such Seller shall not be required to pay or commit to pay any amount to (or incur any obligation in favor of) any ~~person~~Person (other than filing or application fees).

4.4 ~~4.5~~ Termination Cost Reports. Each Seller shall file all Medicare, Medi-Cal and any other termination cost reports required to be filed as a result of the consummation of (a) the transfer of the Acquired Assets of such Seller to Purchaser and (b) the transactions contemplated by this Agreement with respect to such Seller, provided that ~~Purchaser shall fund reasonable~~Sellers shall pay and otherwise be solely responsible for all costs and expenses of preparation, filing and audit of such reports. For a period of 30 days following the Closing Date, Purchaser shall permit each Seller reasonable access to all pertinent Hospital books and records

to prepare such reports and shall reasonably assist such Seller in the process of preparing, filing, and reviewing the termination cost reports; provided, that such rights shall be exercised in such a manner as not to interfere unreasonably with the operations of Purchaser or the Hospitals. Sellers shall provide Purchaser with drafts of all such termination cost reports in advance of their being filed with the applicable Governmental Entity and shall in good faith consider any reasonable comments provided by Purchaser with respect thereto. All such termination cost reports shall be prepared and filed by the applicable Seller in a manner that is consistent with current laws, rules and regulations. Each Seller shall be responsible for filing governmental cost reports for ~~the period _____ through the Closing Date~~all periods prior to the Effective Time. Purchaser shall be responsible for its own cost report filings relating to the ~~Hospital~~Hospitals beginning on the day immediately following the Effective Time.

4.5 Conduct of Business. Except (1) as may be required by the terms of this Agreement, (2) as may be required, authorized or restricted pursuant to the Bankruptcy Code or pursuant to an order of the Bankruptcy Court (with any motion by Sellers for such an order to be subject to Purchaser's consent, such consent shall not be unreasonably withheld) or (3) as otherwise agreed to in writing by Purchaser, from the date hereof until the Closing, Sellers shall use commercially reasonable efforts to: (i) operate the Hospitals and MOBs in the ordinary course of business consistent with past practices, (ii) preserve in all material respects the Acquired Assets and (iii) preserve its current relationships with the material suppliers, vendors, customers and contractors. Without limiting the generality of the foregoing, except (y) as expressly required or contemplated in this Agreement or (z) as may be required, authorized or restricted pursuant to the Bankruptcy Code or pursuant to an order of the Bankruptcy Court upon motion by Sellers with Purchaser's consent (which consent shall not be unreasonably withheld), from the date hereof until the Closing, without the prior written consent of Purchaser (which consent shall not be unreasonably withheld, delayed or conditioned), Sellers shall not:

(a) sell, lease (as lessor), transfer or otherwise dispose of (or permit to become subject to any additional Lien, other than Liens expressly contemplated by the Sale Order and Liens arising under any Bankruptcy Court orders relating to the use of cash collateral (as defined in the Bankruptcy Code)) any of their material assets, rights or properties;

(b) declare, set aside, make or pay any dividend or other distribution of any assets, including cash, to any Affiliate or other Person holding direct or indirect equity interests in any Seller;

(c) except as may be approved in advance by Purchaser, (i) grant or provide any severance or termination payments or benefits to any employee, (ii) increase the compensation, bonus or pension, welfare, severance or other benefits of, pay any bonus to, or make any new equity awards to any employee, except for increases in base salary in the ordinary course of business consistent with past practices for employees who are not officers, (iii) establish, adopt, amend or terminate any Benefit Plan or amend the terms of any outstanding equity-based awards, (iv) take any action intended to accelerate the vesting or payment, or fund or in any other way secure the payment, of compensation or benefits under any Benefit Plan, to the extent not already provided in any such Benefit Plan, (v) enter into any employment, severance, change in control, termination, deferred compensation or other similar agreement with any employee, (vi) change any actuarial or other assumptions used to calculate funding

obligations with respect to any Benefit Plan or to change the manner in which contributions to such plans are made or the basis on which such contributions are determined, except as may be required by GAAP, (vii) forgive any loans to employees, or (viii) extend an offer of employment to any natural Person other than in the ordinary course of business consistent with past practices for employees who are not officers;

(d) institute, settle or agree to settle any litigation, proceeding or other action relating to the Acquired Assets before any court or other Governmental Entity;

(e) solely with respect to any action which could have an adverse effect on Purchaser or any of its Affiliates following the Closing, make or rescind any material election relating to taxes, settle or compromise any material claim, litigation or controversy relating to taxes, or except as may be required by applicable law or GAAP, make any material change to any of its methods of tax accounting, methods of reporting income or deductions for tax or tax accounting practice or policy from those employed in the preparation of its most recent tax returns;

(f) acquire, dispose of, abandon or allow to lapse any material assets or properties (other than Excluded Assets) or make any other material investment in any such event outside the ordinary course of business consistent with past practices;

(g) enter into or agree to enter into any merger or consolidation with any corporation or other entity;

(h) except in the ordinary course of business consistent with past practices, cancel or compromise any material indebtedness or claim or waive or release any material right, in each case, that is indebtedness or a claim or right that is an Acquired Asset or Assumed Obligation;

(i) fail to pay when due any material (individually or in the aggregate with all other such unpaid Liabilities) Liabilities, except with respect to any such Liabilities being contested in good faith and for which adequate reserves have been established in accordance with GAAP;

(j) make any unusual or extraordinary efforts to collect any outstanding Accounts Receivable or intercompany obligation, liability or indebtedness, give any discounts or concessions for early payment of such Accounts Receivable or intercompany obligation, liability or indebtedness, other than the usual discounts given by the Business in the ordinary course of business consistent with past practices, or make any sales of, or convey any interest in, any Accounts Receivable or intercompany obligation, liability or indebtedness to any third party;

(k) fail to maintain all licenses, provider numbers, permits, approvals, certificates of exemption, franchises, accreditations and registrations, including those used in the operation of the Business;

(l) enter into any material new contract or modify, terminate, amend, restate, supplement, renew or waive any rights under or with respect to any existing material contract, in each case other than in the ordinary course of business consistent with past practices; or

(m) terminate, amend, restate, supplement, renew or waive any rights under or with respect to, any lease, or, other than in the ordinary course of business consistent with past practices, any material contract or permit, or increase any payments required to be paid thereunder (whether or not in connection with obtaining any consents) by Purchaser after the Closing, or increase, or take any affirmative action not required by the terms thereof that would result in an increase in, any operating expenses of any leases.

4.6 Notice of Developments.

(a) From the date hereof until the Closing, Sellers (with respect to itself), as the case may be, shall promptly disclose to Purchaser, on the one hand, and Purchaser shall promptly disclose to Sellers, on the other hand, in writing after attaining knowledge (as applicable to each of Sellers and Purchaser) of any material failure of any of Sellers or Purchaser to comply with or satisfy any of their respective covenants, conditions or agreements to be complied with or satisfied by it under this Agreement in any material respect; provided, however, that the delivery of any notice pursuant to this Section 4.6 shall not limit or otherwise affect the remedies available to the party receiving such notice under this Agreement.

(b) Subject to the terms and conditions set forth in this Agreement and applicable law, Sellers shall (i) promptly notify Purchaser of any communication to Sellers from any Governmental Entity in respect of any filing, investigation or inquiry concerning this Agreement or the transactions contemplated by this Agreement or any Acquired Asset, (ii) if practicable, permit Purchaser the opportunity to review in advance all the information relating to Sellers and their respective subsidiaries that appears in any filing made with, or written materials submitted to (including those in draft form), any third party and/or any Governmental Entity in connection with this Agreement and the transactions contemplated by this Agreement or any Acquired Asset and incorporate Purchaser's reasonable comments, (iii) not participate in any substantive meeting or discussion with any Governmental Entity in respect of any filing, investigation, or inquiry concerning this Agreement and the transactions contemplated by this Agreement or any Acquired Asset unless it consults with Purchaser in advance, and, to the extent permitted by such Governmental Entity, gives Purchaser the opportunity to attend, and (iv) furnish Purchaser with copies of all correspondences, filings, and written communications between them and their subsidiaries and employees, representatives or advisors, on the one hand, and any Governmental Entity or its respective staff, on the other hand, with respect to this Agreement and the transactions contemplated by this Agreement or any Acquired Asset, provided, however, that any materials or information provided pursuant to any provision of this Section 4.6(b) may be redacted before being provided to Purchaser as necessary to address reasonable privilege or confidentiality issues.

4.7 Name Changes. Neither Sellers nor any of their Affiliates shall use, license or permit any third party to use, or file any motion to change the caption of the Chapter 11 Cases to, any name, slogan, logo or trademark which is similar or confusingly or deceptively similar to any of the names, trademarks or service marks included in the Intellectual Property included in the Acquired Assets, and within ten (10) days following the Closing Date, each Seller shall (a) change its corporate name to a name which (i) does not use the names of the Hospitals, (ii) is otherwise substantially dissimilar to its present name and (iii) is approved in writing by

Purchaser and (b) use its reasonable best efforts to change the caption of the Chapter 11 Cases to names that are not similar to any of the Hospitals' names.

4.8 Tail Insurance. Prior to the Closing, Sellers shall obtain "tail" insurance to insure against professional and general liabilities of the Business (including malpractice and workers compensation insurance) relating to all periods prior to the Closing (the "**Tail Insurance**"). The insurance shall be for an unlimited tail period, have coverage levels equal to or greater than the current policies insuring Sellers, and name Purchaser as an additional named insured. All premiums related to the Tail Insurance (the "**Tail Premium**") will be paid by Purchaser at the Closing and deducted from the Cash Consideration.

ARTICLE 5

COVENANTS OF PURCHASER

5.1 Purchaser's Efforts to Close. Purchaser shall use its reasonable commercial efforts to satisfy all of the conditions precedent set forth in ARTICLE 7 and ARTICLE 8 to its or Sellers' obligations under this Agreement to the extent that Purchaser's action or inaction can control or ~~materially~~ influence the satisfaction of such conditions; provided, however, that Purchaser shall not be required to pay or commit to pay any amount to (or incur any obligation in favor of) any Person (other than filing or application fees).

5.2 Required Governmental Approvals. Purchaser (a) shall use its ~~best~~reasonable commercial efforts to secure, as promptly as practicable before the Closing Date, all consents, approvals (or exemptions therefrom), authorizations, clearances and licenses required to be obtained from ~~governmental and regulatory authorities~~Governmental Entities in order to carry out the transactions contemplated by this Agreement and to cause all of its covenants and agreements to be performed, satisfied and fulfilled, and (b) will provide such other information and communications to ~~governmental and regulatory authorities as either Seller or~~Governmental Entities as such ~~authorities~~Governmental Entities may reasonably request. Purchaser is responsible for all filings with and requests to ~~governmental authorities~~Governmental Entities necessary to enable Purchaser to operate the ~~Hospital~~Hospitals at and after the Effective Time. Purchaser shall, promptly, but no later than [thirty (30) ~~business days~~] Business Days after the entry of the Sale Order or sooner if required by applicable ~~governmental or regulatory authorities~~Governmental Entities, file all applications, licensing packages and other similar documents with all applicable ~~governmental and regulatory authorities~~Governmental Entities which are a prerequisite to obtaining the material licenses, permits, authorizations and provider numbers described in Section 8.1. Purchaser shall be entitled, but not obligated, to obtain the Contract and Lease Consents. Purchaser shall be entitled, but not obligated, to solicit and obtain estoppel certificates from any third party to any Leased Real Property. Purchaser's failure to obtaining any or all of the Contract and Lease Consents or estoppel certificates as of the Closing Date shall not be a condition precedent to either party's obligation to close the transactions contemplated by this Agreement.

5.3 Certain Employee Matters.

(a) Purchaser agrees to make offers of employment, effective as of the Effective Time, to substantially all persons (whether such persons are full -time employees, part-time employees, on short-term or long-term disability or on leave of absence, military leave or workers compensation leave) (the "**Hospital Employees**") who, immediately prior to the Effective ~~time~~Time are: ~~(i) employees of either Seller; (ii) employees of any affiliate of either Seller which employs individuals at the Hospital and are listed on **Schedule 5.3**; or (iii) employed by an affiliate of either Seller and are~~ employees of a Seller and listed on **Schedule 5.3**. For the avoidance of doubt, the Hospital Employees shall not include any employees of Verity Health System of California, Inc. or any other ~~affiliate~~Affiliate of Seller unless such individual is listed on **Schedule 5.3**. Any of the Hospital Employees who accept an offer of employment with Purchaser as of or after the Effective Time shall be referred to in this Agreement as ~~the "~~a "**Hired Employee**." Any of the Hospital Employees who are not Hired Employees shall be referred to in this Agreement as an "**Excluded Employee**." All employees who are Hired Employees shall cease to be employees of the applicable Seller or its ~~affiliates~~Affiliates as of the Closing Date and the applicable Seller shall cause the employment of each such Hired Employee to be terminated as of the Closing Date.

(b) Purchaser shall give all Hired Employees full credit for paid time off pay to such employees as of the Closing Date, either by (at Purchaser's option, subject to applicable laws) (i) crediting such employees the time off reflected in the employment records of the applicable Seller and/or any of its ~~affiliates~~Affiliates immediately prior to the Effective Time or (ii) by making full payments to such employees of the amounts which such employees would have received had they taken such paid time off.

(c) Sellers shall provide reasonable cooperation and information to Purchaser and its representatives as reasonably requested by Purchaser or such representative with respect to its determination of appropriate terms and conditions of employment for any Hospital Employee to be made an offer of employment pursuant to Section 5.3(a), including, without limitation, a list of all Hospital Employees, and with respect to each Hospital Employee, (A) date of hire, (B) position, (C) annual base salary (or wages), (D) the Seller for whom such Hospital Employee performs services and (E) the location where such Hospital Employee performs services for the applicable Seller. After the Closing Date, Purchaser's human resources department will give reasonable assistance to each Seller and its ~~affiliates~~Affiliates with respect to such Seller's and such Seller's ~~affiliates~~Affiliates' post-Closing administration of such Seller's and such Seller's ~~affiliates~~Affiliates' pre-Closing ~~employee benefit plans~~Benefit Plans for the Hospital Employees. Within five (5) ~~days~~Business Days after the Closing Date, Purchaser shall provide to each Seller a list of ~~all~~ the Hospital Employees who were offered employment by Purchaser but refused such employment along with a list of all Hired Employees (which such list Purchaser shall periodically update).

(d) With respect to any collective bargaining agreements or labor contract with respect to any union employees to which any Seller is party, Purchaser shall ~~comply with the applicable laws and bankruptcy court orders relating to collective bargaining agreements or labor contracts~~recognize the applicable union(s) as the appropriate bargaining unit for the Hospital Employees covered by such collective bargaining agreement or labor contract, and

negotiate in good faith with such unions with respect to new collective bargaining agreements or labor contracts, as applicable, or appropriate amendments to Sellers' existing collective bargaining agreements or labor contracts, in each case on terms and conditions satisfactory to Purchaser; provided, that nothing in this Section 5.3 or elsewhere in this Agreement shall require Purchaser to agree to pay, provide or assume any obligation, funding requirements or other Liabilities or benefits under any of the Sellers' Benefit Plans (including, but not limited to, Sellers' pension plans).

(e) Sellers shall retain sole responsibility for (i) all Liabilities for compensation and benefits relating to the Excluded Employees whenever arising, whether before, on or after the Closing Date, including those related to or based upon the termination of employment of such Excluded Employee by Sellers and (ii) all Liabilities for compensation and benefits payable to the Hired Employees in respect of their service prior to the Effective Time. Purchaser shall retain sole responsibility for all Liabilities for compensation and benefits payable to the Hired Employees in respect of their service on or after the Effective Time. Purchaser and Sellers agree to utilize, or cause their respective Affiliates to utilize, the standard procedure set forth in Internal Revenue Service Revenue Procedure 2004-53 with respect to wage reporting.

(f) ~~(e)~~ The provisions of this Section 5.3 are solely for the benefit of the parties to this Agreement, and no employee or former employee or any other individual associated therewith or any ~~employee benefit plan~~Benefit Plan or trustee thereof shall be regarded for any purpose as a third party beneficiary of this Agreement, and nothing herein shall be construed as an amendment to any ~~employee benefit plan~~Benefit Plan for any purpose.

5.4 Financing. Purchaser shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done all things necessary, proper or advisable to obtain debt financing commitments ("**Debt Financing Commitments**") from one or more lenders that provides for debt financing in an amount sufficient, when taken together with Purchaser's cash on hand, to pay the Cash Consideration and to pay any other amounts payable pursuant to this Agreement (such debt financing, the "**Debt Financing**") and reflects such other terms and conditions as may be satisfactory to Purchaser. For the avoidance of doubt, in no event shall this Section 5.4 (or any other provision of this Agreement) require Purchaser or any of its Affiliates to (a) institute any legal proceedings against any financing source or (b) pursue or consummate any Debt Financing that is not satisfactory to Purchaser.

5.5 ~~5.4~~ Excluded Assets. As soon as reasonably practicable after the Closing Date, Purchaser shall deliver to each Seller or such Seller's designee, at such Seller's cost, any Excluded Assets of such Seller found at the ~~Hospital~~Hospitals on and after the Effective Time, without imposing any charge on either Seller for Purchaser's storage or holding of same on and after the Effective Time.

5.6 ~~5.5~~ Waiver of Bulk Sales ~~Law~~law Compliance. Purchaser hereby waives compliance by Sellers with the requirements, if any, of Article 6 of the Uniform Commercial Code as in force in any state in which the Acquired Assets are located and all other laws applicable to bulk sales and transfers.

5.7 ~~5.6~~ Attorney General Filings. Promptly after entry of the Sale Order, each Seller and Purchaser shall cooperate in obtaining any required review and consent by the California Attorney General to the sale of the ~~Purchased~~Acquired Assets to Purchaser in accordance with this Agreement and the Sale Order pursuant to Title 11, Chapter 15, Section 999.5 of the California Code of Regulations, including without limitation, preparing and submitting to the Attorney General a notice of the transactions contemplated by this Agreement within ten (10) ~~calendar days~~Business Days after entry of the Sale Order, participating in any required Attorney General or public meetings, and negotiating any conditions proposed by the Attorney General for the consummation of such transactions.

5.8 ~~5.7~~ Conduct Pending Closing. Prior to consummation of the transactions contemplated hereby or the termination or expiration of this Agreement pursuant to its terms, unless Sellers shall otherwise consent in writing, Purchaser shall not take any action or fail or omit to take any action which would cause any of Purchaser's representations and warranties set forth in ARTICLE 4 to be inaccurate or untrue as of the Closing.

5.9 ~~5.8~~ Resale Certificate. Purchaser agrees to furnish to each Seller any resale certificate or certificates or other similar documents reasonably requested by such Seller to comply with or obtain an exemption from pertinent excise, sales and use tax laws.

5.10 ~~5.9~~ Cure Costs. Purchaser, upon assumption, shall pay the Cure Costs for each Assumed Contract and Assumed Lease so that each such Assumed Contract and Assumed Lease may be assumed by the applicable Seller and assigned to Purchaser in accordance with the provisions of ~~section~~Section 365 of the Bankruptcy Code. For purposes of this Agreement, "**Cure Costs**", means all amounts that ~~must be paid and all obligations that otherwise must be satisfied, including~~necessary to cure all pre-petition defaults, if any, and to pay all actual or pecuniary losses that have resulted from such defaults under the Assumed Contract or Assumed Lease pursuant to Sections 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the assumption and/or assignment of the Assumed Contracts and Assumed Leases to Purchaser as provided herein.

~~5.10 Operating Covenant. Purchaser shall act in good faith and use Purchaser's commercially reasonable efforts to serve the medical needs of the Hospital's service area.~~

5.11 ~~I~~HSR Filing. Purchaser and each Seller will as promptly as practicable, and in any event no later than five ~~business days~~Business Days after the date of the Sale Order, file with the Federal Trade Commission and the Department of Justice the notification and report forms required for the transactions contemplated hereby and any supplemental information that may be reasonably requested in connection therewith pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "**HSR Act**"), which notification and report forms and supplemental information will comply in all material respects with the requirements of the HSR Act. Purchaser shall pay all filing fees required with respect to the notification, report and other requirements of the HSR Act. Each of Purchaser and Sellers shall furnish to the other such information and assistance as the other shall reasonably ~~requires~~require in connection with the preparation and submission to, or agency proceedings by, any ~~governmental authority~~Governmental Entity under the HSR Act, and each of Purchaser and Sellers shall keep the other promptly apprised of any communications with, and inquires or

requests for information from, such governmental authorities. ~~**Purchaser shall take such action (including divestitures or hold separate arrangements) as may be required by any governmental authority in order to resolve with the minimum practicable delay any objections such governmental authorities may have to the transactions contemplated by this Agreement under the HSR Act.]**~~

ARTICLE 6

SELLERS' BANKRUPTCY AND BANKRUPTCY COURT APPROVAL; COMPETING TRANSACTIONS

6.1 Bankruptcy Court Approval.

(a) Sellers and Purchaser acknowledge that this Agreement and the sale of the Acquired Assets and the assumption and assignment of the Assumed Contracts and Assumed Leases are subject to Bankruptcy Court approval, and that this Agreement is subject to termination pursuant to Section 9.1(g) in the event ~~either Seller receives~~Sellers receive a better and higher offer for ~~such Seller's~~their assets in accordance with the Bankruptcy Code. On or before [•], 2018, Sellers shall serve and file a motion or motions (the "**Sale Motion**") in the Chapter 11 Cases requesting that the Bankruptcy Court (i) enter the Bid Procedures Order and (ii) schedule a hearing on the Sale Motion for entry of the Sale Order. Sellers shall provide appropriate notice of the hearings on the Sale Motion, as is required by the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure to all Persons entitled to notice, including all Persons that have expressed interest in buying the Acquired Assets, all Persons that have asserted Liens in the Acquired Assets, all parties to the Assumed Contracts, the Assumed Leases and all taxing and environmental authorities in jurisdictions applicable to Sellers. Sellers shall be responsible for making all appropriate filings relating thereto with the Bankruptcy Court, which filings shall be submitted, to the extent practicable, to Purchaser prior to their filing with the Bankruptcy Court for Purchaser's prior review.

(b) Within [•] Business Days following entry of the Bid Procedures Order, Sellers shall file with the Bankruptcy Court and serve a cure notice (the "**Cure Notice**") by first class mail on all non-debtor counterparties to all Evaluated Contracts and provide a copy of the same to Purchaser. The Cure Notice shall inform each recipient that its respective contract or lease may be designated by Purchaser as either assumed or rejected, and the timing and procedures relating to such designation, and, to the extent applicable (i) the title of such contract or lease, (ii) the name of the counterparty to such contract or lease, (iii) Sellers' good faith estimates of the Cure Costs required in connection with such contract or lease, (iv) the identity of Purchaser and (v) the deadline by which any such contract or lease counterparty may file an objection to the proposed assumption and assignment and/or cure, and the procedures relating thereto.

(c) Within [•] Business Days following entry of the Bid Procedures Order, Sellers shall hold the Auction, unless an Auction is not required to be held pursuant to the terms of the Bid Procedures.

(d) ~~(b)~~ Each Seller shall ~~at the Sale Hearing~~ exercise reasonable efforts to ~~obtain a "~~cause the Sale Order~~" approving this Agreement~~ to be issued, entered and become a Final Order, subject to its obligations in respect of any better and higher offer for such Seller's assets in accordance with the Bankruptcy Code. ~~For purposes of this Agreement, the term "Sale Order" shall mean an order of the Bankruptcy Court authorizing the sale of the Assets (including the assumption and assignment of the Assumed Contracts and Assumed Leases) to Purchaser consistent with this Agreement and in a form reasonably satisfactory to Purchaser.~~

(e) ~~(c)~~ Each Seller agrees to proceed in good faith to obtain Bankruptcy Court approval of the sale contemplated herein with a determination that Purchaser is a good faith purchaser pursuant to Bankruptcy Code section 363(m) and to file such declarations and other evidence as may be required to support a finding of good faith.

(f) ~~(d)~~ Each Seller shall seek an order from the Bankruptcy Court retaining jurisdiction over all matters relating to claims against such Seller as debtor solely in the Bankruptcy Court.

(g) The parties shall consult with each other regarding pleadings that any of them intends to file with the Bankruptcy Court in connection with, or which might reasonably affect the Bankruptcy Court's approval of the Bid Procedures Order or the Sale Order. Each Seller shall promptly provide Purchaser and its counsel with copies of all notices, filings and orders of the Bankruptcy Court that such Seller has in its possession (or receives) pertaining to the motion for approval of the Sale Order, or any other order related to any of the transactions contemplated by this Agreement, but only to the extent such papers are not publicly available on the docket of the Bankruptcy Court or otherwise made available to Purchaser and its counsel. No Seller shall seek any modification to the Bid Procedures Order or the Sale Order by the Bankruptcy Court or any other Governmental Entity of competent jurisdiction to which a decision relating to the Chapter 11 Cases has been appealed, in each case, without the prior written consent of Purchaser.

(h) Notwithstanding anything expressed or implied herein to the contrary, Sellers shall not consent or agree to the allowance of (i) any claim as an administrative claim or a priority claim (except as provided in this Agreement) or (ii) any claim to the extent it would constitute an Assumed Obligation, in each case without the prior written consent of Purchaser. Each Seller shall use its reasonable best efforts to cause the Sale Order to provide that Purchaser will have standing in the Chapter 11 Cases to object to the amount of any claim to the extent it would constitute an Assumed Obligation and that the Bankruptcy Court will retain the right to hear and determine such objections.

6.2 Appeal of Sale Order. In the event an appeal is taken or a stay pending appeal is requested from the Sale Order, Sellers shall immediately notify Purchaser of such appeal or stay request and shall provide to Purchaser promptly a copy of the related notice of appeal or order of stay. Sellers shall also provide Purchaser with written notice of any motion or application filed in connection with any appeal from either of such orders. In the event of an appeal of the Sale Order, subject to rights otherwise arising from this Agreement, Sellers shall use their reasonable best efforts to prosecute such appeal, petition or motion and obtain an expedited resolution of any such appeal, petition or motion. Subject to their obligations under Section 6.1, Sellers shall

be primarily responsible for drafting pleadings and attending hearings as necessary to defend against the appeal.

6.3 Competing Transactions.

(a) Between (x) the Signing Date and (y) the date the Bid Procedures Order is entered by the Bankruptcy Court, and from and after the date (the "**Auction Termination Date**") that is the earlier to occur of (i) the date that the auction (the "**Auction**") conducted in accordance with the Bid Procedures Order is declared closed by Sellers and (ii) the date Sellers declare that no Auction will be conducted as required by the Bid Procedures, Sellers shall not, shall cause their Affiliates not to, and shall use commercially reasonable efforts to cause their representatives not to, initiate contact with, solicit or knowingly encourage submission of any inquiries, proposals or offers by, respond to any unsolicited inquiries, proposals or offers submitted by, or enter into any discussions or negotiations regarding any of the foregoing with, any Person (other than Purchaser and its Affiliates, agents and representatives) in connection with any Competing Transaction.

(b) From and after the entry of the Bid Procedures Order and until the Auction Termination Date, Sellers shall be permitted, and shall be permitted to cause their representatives, to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, respond to any unsolicited inquiries, proposals or offers submitted by, and enter into any discussions or negotiations regarding any of the foregoing with, any Person (in addition to Purchaser and its Affiliates, agents and representatives) in connection with any Competing Transaction, only in accordance with the Bid Procedures Order; provided, however, that Sellers may only enter into, and seek Bankruptcy Court approval of, any definitive agreement with respect to a Competing Transaction if (x) such Competing Transaction constitutes a Superior Bid, (y) the Sellers complied with the Bid Procedures Order in obtaining such Superior Bid and (z) Sellers terminate this Agreement in accordance with Section 9.1(g).

ARTICLE 7

CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS

Sellers' obligation to sell the Acquired Assets and to close the transactions as contemplated by this Agreement shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date unless specifically waived in writing by Sellers in whole or in part at or prior to the Closing:

7.1 Signing and Delivery of Instruments. Purchaser shall have executed and delivered all documents, instruments and certificates required to be executed and delivered pursuant to ~~the provisions of this Agreement.~~Section 1.5.

7.2 No Restraints. No temporary or final restraining order, preliminary or permanent injunction or other order preventing the consummation of the transactions contemplated in this Agreement shall have been issued by any court of competent jurisdiction or any other ~~governmental body~~Governmental Entity and shall remain in effect on the Closing Date, and further, no ~~governmental entity~~Governmental Entity shall have commenced any action or suit

before any court of competent jurisdiction or other ~~governmental authority~~Governmental Entity that seeks to restrain or prohibit the consummation of the transactions contemplated hereby.

7.3 Bring-Down of Representations and Warranties. As of the Signing Date and as of the Closing (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), each representation and warranty set forth in ARTICLE 3 shall be true and correct in all respects, except where the failure of such representations and warranties to be true and correct, individually or in the aggregate with other such failures, would not reasonably be expected to materially prevent, restrict or delay the consummation of the transactions contemplated hereby; provided, however, that for purposes of determining the accuracy of such representations and warranties for purposes of this condition, all qualifications as to "materiality" contained in such representations and warranties shall be disregarded.

7.4 ~~7.3~~ Performance of Covenants. Purchaser shall have in all material respects performed or complied with each and all of the obligations, covenants, agreements and conditions required to be performed or complied with by it on or prior to the Closing Date.

7.5 ~~7.4~~ Governmental Authorizations. Purchaser shall have obtained all material licenses, permits and authorizations from ~~governmental agencies or governmental bodies~~Governmental Entities that are necessary or required for completion of the transactions contemplated by this Agreement, including reasonable assurances that any material licenses, permits and authorizations not actually issued as of the Closing will be issued following Closing (which may include oral assurances from appropriate governmental agencies or bodies).

7.6 ~~7.5~~ Attorney General Approval. The California Attorney General shall have approved the transactions contemplated by this Agreement on terms and conditions and in form and substance acceptable to Purchaser in Purchaser's sole and absolute discretion.

7.7 ~~7.6~~ Bankruptcy Court Approval. The Bankruptcy Court shall have entered the Sale Order.

~~7.7 [~~7.8 HSR Act. The applicable waiting period under the HSR Act shall have expired or been earlier terminated.~~]~~

ARTICLE 8

CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER

Purchaser's obligation to purchase the Acquired Assets and to close the transactions contemplated by this Agreement shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date unless specifically waived in writing by Purchaser in whole or in part at or prior to the Closing.

8.1 Governmental Authorizations. Purchaser shall have obtained all licenses, permits and authorizations from ~~governmental agencies or governmental bodies that are required for operation of the Hospital, except in such case where failure to obtain such license, permit or authorizations from a governmental agency or governmental body does not have a material~~

~~adverse effect~~Governmental Entities that are required for the operation of the Hospitals and the ownership of the MOBs.

8.2 Bankruptcy Court Approval. ~~The Bankruptcy Court shall have entered the Sale Order and made a finding that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code.~~(a) The Bid Procedures Order (i) shall have been entered by the Bankruptcy Court and become a Final Order and (ii) shall not be different from the form of Bid Procedures Order set forth on **Exhibit 8.2(b)** attached hereto, except to the extent that Purchaser has waived any such deviation; and (b) the Sale Order (i) shall have been entered by the Bankruptcy Court and become a Final Order and (ii) shall not be different from the form of Sale Order set forth on **Exhibit 8.2(a)** attached hereto, except to the extent that Purchaser has waived any such deviation.

8.3 Signing and Delivery of Instruments. Sellers shall have executed and delivered all documents, instruments and certificates required to be executed and delivered pursuant to ~~all of the provisions of this Agreement.~~Section 1.4.

8.4 Bring-Down of Representations and Warranties. As of the Signing Date and as of the Closing (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), (a) each representation or warranty contained in Sections 2.1, 2.2, 2.3 and 2.16 shall be true and correct in all respects, and (b) each other representation or warranty set forth in ARTICLE 2 shall be true and correct in all respects, except where the failure of such representations and warranties referred to in this clause (b) to be true and correct, individually or in the aggregate with other such failures, has not had, and would not reasonably be expected to have, a Material Adverse Effect; provided, however, that for purposes of determining the accuracy of representations and warranties referred to in clause (b) for purposes of this condition, all qualifications as to "materiality" and "Material Adverse Effect" contained in such representations and warranties shall be disregarded.

8.5 ~~8.4~~ Performance of Covenants. Sellers shall have in all material respects performed or complied with each and all of the obligations, covenants, agreements and conditions required to be performed or complied with by Sellers on or prior to the Closing Date~~; *provided, however*, this condition will be deemed to be satisfied unless (a) Sellers were given written notice of such failure to perform or comply and did not or could not cure such failure to perform or comply within fifteen (15) business days after receipt of such notice and (b) the respects in which such obligations, covenants, agreements and conditions have not been performed have had or would more likely than not result in a material adverse effect on the Assets~~.

8.6 No Material Adverse Effect. From the Signing Date until the Closing Date, there shall not have occurred and be continuing any Material Adverse Effect.

8.7 Pre-Closing Statement. (i) Sellers and Purchaser shall have mutually agreed upon the form and substance of the Pre-Closing Statement; (ii) the total Cure Costs for all Evaluated Contracts as reflected on the final Pre-Closing Statement shall not exceed the Cure Cost Cap and (iii) all fees and other Liabilities (including, but not limited to, QAF) accrued or incurred after

the petition date of the Chapter 11 Cases arising from the Business or the ownership or operation of the Acquired Assets (including the Hospitals and MOBs) shall have been paid in full.

8.8 ~~8.5 No~~ No Restraints. No temporary or final restraining order, preliminary or permanent injunction or other order preventing the consummation of the transactions contemplated in this Agreement shall have been issued by any court of competent jurisdiction or any ~~governmental body~~Governmental Entity and shall remain in effect on the Closing Date, and further, no ~~governmental entity~~Governmental Entity shall have commenced any action or suit before any court of competent jurisdiction or other ~~governmental authority~~Governmental Entity that seeks to restrain or prohibit the consummation of the transactions contemplated hereby.

8.9 ~~8.6 Attorney~~ Attorney General Approval. The California Attorney General shall have approved the transactions contemplated by this Agreement on terms and conditions and in form and substance acceptable to Purchaser in Purchaser's sole and absolute discretion.

8.10 ~~8.7 [~~Medicare and Medi-Cal Provider Agreements. Following consultation with Purchaser, Seller shall have obtained agreements with the Medicare and Medi-Cal agencies with respect to the assumption and assignment of Seller's provider agreements with such agencies, which agreements shall be reasonably acceptable to Purchaser.~~]~~

~~8.8 [~~8.11 HSR Act. The applicable waiting period under the HSR Act shall have expired or been earlier terminated.~~]~~

8.12 Financing. Prior to the commencement of the Auction, Purchaser shall have entered into one or more Debt Financing Commitments on terms and conditions satisfactory to Purchaser; provided, that the condition set forth in this Section 8.12 shall cease to apply from and after the commencement of the Auction.

8.13 Tail Insurance. The Tail Insurance shall have been issued and bound on terms consistent with Section 4.8.

ARTICLE 9

TERMINATION

9.1 Termination. This Agreement may be terminated at any time prior to Closing:

(a) by the mutual written consent of the parties;

(b) by Sellers if a material breach of this Agreement has been committed by Purchaser and such breach has not been (i) waived in writing by Sellers or (ii) cured by Purchaser to the reasonable satisfaction of Sellers within fifteen (15) ~~business days~~Business Days after service by Sellers upon Purchaser of a written notice which describes the nature of such breach; *provided, however*, Sellers shall not be permitted to terminate this Agreement pursuant to this Section 9.1(b) if Sellers are also in material breach of this Agreement;

(c) by Purchaser if a material breach of this Agreement has been committed by Sellers and such breach has not been (i) waived in writing by Purchaser or (ii) cured by

Sellers to the reasonable satisfaction of Purchaser within fifteen (15) ~~business days~~Business Days after service by Purchaser upon Sellers of a written notice which describes the nature of such breach; *provided, however*, Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 9.1(c) if Purchaser is also in material breach of this Agreement;

(d) by Purchaser if (i) satisfaction of any condition in ARTICLE 8 is or becomes impossible and Purchaser has not waived such condition in writing (provided that the failure to satisfy the applicable condition or conditions has occurred by reason other than (i) through the failure of Purchaser to comply with its obligations under this Agreement or (ii) Sellers' failure to provide their closing deliveries on the Closing Date as a result of Purchaser not being ready, willing and able to close the transaction on the Closing Date) or (ii) Purchaser has failed to obtain one or more Debt Financing Commitments on terms and conditions satisfactory to Purchaser prior to the commencement of the Auction; provided, that Purchaser may not terminate this Agreement pursuant to this clause (ii) following the date that is five (5) Business Days after the conclusion of the Auction;

(e) by Sellers ~~if any of the conditions in ARTICLE 7 have not been satisfied as of _____, or~~ if satisfaction of any ~~such~~ condition in ARTICLE 7 is or becomes impossible and Sellers have not waived such condition in writing ~~on or before _____~~ (provided that the failure to satisfy the applicable condition or conditions has occurred by reason other than (i) through the failure of Sellers to comply with their obligations under this Agreement or (ii) Purchaser's failure to provide its closing deliveries on the Closing Date as a result of Sellers not being ready, willing and able to close the transaction on the Closing Date);

(f) by ~~either~~ Purchaser ~~or Sellers~~ if (i) the Bid Procedures Order shall not have been entered by [***45 days from petition date***], 2018, (ii) the Auction is not held on or before [ ], 2018, unless an Auction is not required to be held pursuant to the terms of the Bid Procedures, (ii) the Sale Order shall not have been entered by [ ], 2018 or (iv) the Bankruptcy Court enters an order dismissing the ~~Bankruptcy Case~~Chapter 11 Cases or fails to approve the sale of the Acquired Assets to Purchaser; ~~or~~

(g) by ~~Sellers if, in connection with the Bankruptcy Case, either Seller receives a better and higher offer for such Seller's assets in accordance with the Bankruptcy Code;~~either Purchaser or Sellers if (i) (x) Sellers enter into a definitive agreement with respect to a Competing Transaction as and to the extent permitted by Section 6.3 and the Bid Procedures Order, (y) the Bankruptcy Court enters an order approving a Competing Transaction and (z) the Person making the Competing Transaction consummates the Competing Transaction or (ii) the Bankruptcy Court enters an order that precludes the consummation of the transactions contemplated hereby on the terms and conditions set forth in this Agreement;

(h) by either Purchaser or Sellers if the Closing has not occurred (other than through the failure of any party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before [ ] (the "**Termination Date**"). ~~The~~; provided, however, that the Termination Date may be extended to [ ] upon notice by ~~mutual consent of the Sellers and~~ Purchaser to Sellers;

(i) by either Purchaser or Sellers if any court of competent jurisdiction or other competent Governmental Entity shall have enacted or issued a law or decree or taken any other action permanently restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement and such law or decree or other action shall have become final and non-appealable; provided, however, that the right to terminate this Agreement under this Section 9.1(i) shall not be available to a party if the failure to consummate the Closing because of such action by a Governmental Entity shall be due to the failure of such party to have fulfilled any of its obligations under this Agreement;

(j) by Purchaser if Purchaser is not selected as a Successful Bidder;

(k) by Purchaser if (i) any Seller or any Seller's Affiliate seeks, or does not use its commercially reasonable efforts to oppose any other Person in seeking, an order of the Bankruptcy Court dismissing the Chapter 11 Cases or converting the Chapter 11 Cases to cases under Chapter 7 of the Bankruptcy Code, or the Bankruptcy Court enters such an order for any reason, (ii) any Seller or any Affiliate of the Sellers seeks, or does not use its commercially reasonable efforts to oppose any other Person in seeking, the Bankruptcy Court to enter an order appointing a trustee in the Chapter 11 Cases or appointing a responsible officer or an examiner with enlarged powers relating to the operation of the Sellers' business, or such an order is entered for any reason, or (iii) the Bankruptcy Court enters an order pursuant to Section 362 of the Bankruptcy Code lifting the automatic stay with respect to any material assets that are or could be Acquired Assets pursuant hereto; or

(l) by Purchaser if (i) following entry by the Bankruptcy Court of the Bid Procedures Order, such order is (A) amended, modified or supplemented in any way without the Purchaser's prior written consent or (B) voided, reversed or vacated or is subject to a stay, or (ii) following entry by the Bankruptcy Court of the Sale Order, the Sale Order is (A) amended, modified or supplemented in any way without the Purchaser's prior written consent or (B) voided, reversed or vacated or is subject to a stay.

9.2 Termination Consequences. ~~If this Agreement is terminated pursuant to Section 9.1: (a) all further obligations of the parties under this Agreement shall terminate, provided that the provisions of ARTICLE 12, shall survive, and (b) each party shall pay the costs and expenses incurred by it in connection with this Agreement; provided, in the case of any termination based on Sections 9.1(b) or (c), the consequences of such termination shall be determined in accordance with ARTICLE 11 hereof. Each Party acknowledges that the agreements contained in this Section 9.2 are an integral part of the transactions contemplated by this Agreement, that without these agreements such Party would not have entered into this Agreement.~~

(a) If this Agreement is terminated pursuant to Section 9.1, all further obligations of the parties under this Agreement shall terminate and no party shall have any liability (except as set forth in this Section 9.2) to any other party, as applicable, hereunder; provided, that the provisions of this Section 9.2 and Sections 12.3 through 12.16, shall survive; provided, further, that, subject to the limitation on liability set forth in Section 9.2(c), nothing in this Section 9.2(a) shall relieve any party from liability for any willful and material breach occurring prior to any such termination.

(b) If this Agreement is terminated by Purchaser or Seller pursuant to Section 9.1(g), or by Purchaser pursuant to Sections 9.1(c), 9.1(d)(i), 9.1(f), 9.1(j), 9.1(k) or 9.1(l), then, in each case in accordance with the Bid Procedures Order, Sellers shall pay to Purchaser, within two (2) Business Days of such termination, an amount in cash equal to (x) $17,535,000.00 (the "**Break-Up Fee**"), plus (y) all reasonable out-of-pocket documented fees and expenses of Purchaser and its Affiliates, including all fees and expenses of counsel, accountants, consultants, financial advisors, financing sources and investment bankers, incurred by such party or on its behalf in connection with or related to the authorization, preparation, negotiation, execution, financing or performance of this Agreement and the transactions contemplated hereby (collectively, "**Expenses**") up to an aggregate amount equal to $5,010,000.00 (the "**Expense Cap**"; and such entitlement to reimbursement under this clause (y), the "**Expense Reimbursement**"). Pursuant to the Bid Procedures Order, the Break-Up Fee and the Expense Reimbursement shall be (i) allowed as an administrative expense claim under Bankruptcy Code Sections 503(b) and 507(a)(1), (ii) deemed included as an additional component of the ["Carve-Out"] under the DIP Financing Order and shall be deemed to have all of the benefits set forth in the DIP Financing Order as if the Break-Up Fee and the Expense Reimbursement were included in such "Carve-Out" *ab initio*, and (iii) payable to Purchaser without necessity of an order of the Bankruptcy Court other than the Bid Procedures Order. Notwithstanding the foregoing, if the [DIP Obligations] (as defined in the Bid Procedures Order) may be satisfied before the Break-Up Fee or Expense Reimbursement are due and payable hereunder, Sellers shall draw on the DIP Financing, establish an interest-bearing escrow account (the "**Purchaser Fee Escrow Account**") and deposit into such account an amount equal to the Break-Up Fee plus the Expense Cap. Purchaser shall be the sole beneficiary of the Purchaser Fee Escrow Account, and the Purchaser Fee Escrow Account and the proceeds on deposit therein shall be available and used only to satisfy the amounts due to Purchaser on account of the Break-Up Fee and Expense Reimbursement. In the event the Purchaser Fee Escrow Account is established and funded, the Break-Up Fee and any Expense Reimbursement shall be paid to Purchaser from the Purchaser Fee Escrow Account when due and payable pursuant to the terms hereof. Following either the Closing or the payment in full of the Break-Up Fee and Expense Reimbursement to Purchaser when due and payable, any remaining amount on deposit in the Purchaser Fee Escrow Account shall be returned to Sellers.

(c) If this Agreement is terminated pursuant to Section 9.1(b), then Sellers shall be entitled to prompt disbursement of the Deposit from the Deposit Escrow Account pursuant to the terms of the Escrow Agreement. Notwithstanding anything in this Agreement to the contrary, each of the parties acknowledges that the receipt of the Deposit by Sellers pursuant to this Section 9.2(c) (i) is not a penalty, but is liquidated damages, in a reasonable amount that will compensate Seller in the circumstances in which the Deposit is disbursed to Sellers for the efforts and resources expended and opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be impossible to calculate with precision, (ii) shall constitute Sellers' sole and exclusive remedy, at law or in equity, of Sellers against Purchaser or any of its Affiliates or representatives for any and all losses and damages suffered or incurred as a result of the failure of the transactions contemplated by this Agreement or for a breach or failure to perform hereunder or otherwise and (iii) upon payment of such amount, none of Purchaser or any of its Affiliates or representatives shall have any further Liability of any kind to any Seller or any of their respective Affiliates or representatives, or to their estates, directly or

indirectly, arising out of or on account of or in relation to this Agreement or the transactions contemplated hereby. For the avoidance of doubt, the Deposit is intended to serve as a cap on the maximum aggregate liability of Purchaser and its Affiliates and representatives arising out of or on account of or in relation to this Agreement or the transactions contemplated hereby.

(d) If this Agreement is terminated pursuant to Section 9.1 (except for termination pursuant to Section 9.1(b)), then Purchaser shall be entitled to prompt disbursement of the Deposit from the Deposit Escrow Account pursuant to the terms of the Escrow Agreement.

(e) Each party agrees and acknowledges that Purchaser's due diligence, efforts, negotiation and execution of this Agreement have involved substantial investment of management time and have required significant commitment of financial, legal and other resources by Purchaser and its Affiliates, and that such due diligence, efforts, negotiation and execution have provided value to the Sellers. Each party acknowledges that the agreements contained in this Section 9.2 are an integral part of the transactions contemplated by this Agreement, that without these agreements such party would not have entered into this Agreement.

ARTICLE 10

POST-CLOSING MATTERS

10.1 Excluded Assets. Subject to Section 10.2 ~~hereof~~, any Excluded Asset (or proceeds thereof) (a) pursuant to the terms of this Agreement, (b) as otherwise determined by the parties' mutual written agreement or (c) absent such agreement, as determined by adjudication by the Bankruptcy Court, which comes into the possession, custody or control of Purchaser (or its respective successors-in-interest, assigns or ~~affiliates~~Affiliates) shall, within five (5) ~~business days~~Business Days following receipt, be transferred, assigned or conveyed by Purchaser (and its respective successors-in-interest, assigns and ~~affiliates~~Affiliates) to the applicable Seller~~.~~ at such Seller's sole cost and expense. Notwithstanding anything to the contrary herein, Purchaser (and its respective successors-in-interest, assigns and ~~affiliates~~Affiliates) shall have ~~neither~~ the right to offset amounts payable to ~~either Seller under this~~ Section 10.1 ~~against, nor the right to contest its obligation to transfer, assign and convey to either Seller because of, outstanding claims, liabilities or obligations asserted by Purchaser against either Seller. If Purchaser does not remit any monies included in the Excluded Assets (or proceeds thereof) to the applicable Seller in accordance with the first sentence of this Section 10.1, such withheld funds shall bear interest at the Prime Rate in effect on the calendar day upon which such payment was required to be made to Seller (the "**Excluded Asset Due Date**") plus five percent (5%) (or the maximum rate allowed by law, whichever is less), such interest accruing on each calendar day after the Excluded Asset Due Date until payment of the Excluded Assets and all interest thereon is made to the applicable Seller.~~Sellers in respect of (or to collect directly from the source or payor thereof) any Excluded Asset (or proceeds thereof) because of any Excluded Liabilities or any Liability asserted by any third party (including any Governmental Entity) in respect of improper or illegal acts taken by any Seller prior to the Effective Time.

10.2 Preservation and Access to Records After the Closing.

(a) From the Closing Date until seven (7) years after the Closing Date or such longer period as required by law (the "**Document Retention Period**"), Purchaser shall keep and preserve all medical records, patient records, medical staff records and other books and records which are among the Acquired Assets as of the Effective Time, but excluding any records which are among the Excluded Assets. During the Document Retention Period, after reasonable notice, Purchaser will afford to the representatives of Sellers~~, any of their affiliates, the Official Committee of the Unsecured Creditors of the Sellers, Sellers' estate representative or any liquidating trustee of the Sellers' bankruptcy estate~~ or any of their Affiliates ("**Seller Parties**"), including their counsel and accountants, full and complete access to, and (at the applicable Seller Parties' cost) copies (including, without limitation, color laser copies) of, such records with respect to time periods prior to the Effective Time (including, without limitation, access to records of patients treated at the ~~Hospital~~Hospitals prior to the Effective Time) during normal business hours ~~after the Effective Time, to the extent reasonably needed by any Seller Party for any lawful purpose~~to the extent such access is necessary in order for Sellers to comply with applicable law or any contract to which it is a party, for liquidation, winding up, tax reporting or other proper purposes and so long as such access is subject to an obligation of confidentiality. Such right of access shall be exercised in such a manner as not to interfere unreasonably with the operations of Purchaser or the Hospitals. Purchaser acknowledges that, as a result of entering into this Agreement and operating the ~~Hospital~~Hospitals, it will gain access to patient records and other information which are subject to rules and regulations concerning confidentiality. Purchaser shall abide by any such rules and regulations relating to the confidential information it acquires. Purchaser shall maintain the patient and medical staff records at the ~~Hospital~~Hospitals in accordance with applicable law and the requirements of relevant insurance carriers. After the expiration of the Document Retention Period, if Purchaser intends to destroy or otherwise dispose of any of the documents described in this Section 10.2(a), Purchaser shall provide written notice to Sellers of Purchaser's intention no later than forty-five (45) calendar days prior to the date of such intended destruction or disposal. Any of the Seller Parties shall have the right, at its sole cost, to take possession of such documents during such forty-five (45) calendar day period. If any of the Seller Parties does not take possession of such documents during such forty-five (45) calendar day period, Purchaser shall be free to destroy or otherwise dispose of such documentation upon the expiration of such forty-five (45) calendar day period.

(b) Provided that Purchaser shall not incur any out of pocket costs, Purchaser shall give ~~full~~reasonable cooperation to the Seller Parties and their insurance carriers in connection with the administration of Sellers' estate, including, without limitation, in connection with all claims, actions, causes of action or audits relating to the Excluded Assets, Excluded Liabilities or pre-Closing operation of the Sellers or the ~~Hospital~~Hospitals that any Seller Party may elect to pursue, dispute or defend, in respect of events occurring prior to the Effective Time with respect to the operation of the ~~Hospital~~Hospitals. Such reasonable cooperation shall include, without limitation, making the Hired Employees available for interviews, depositions, hearings and trials and other reasonable assistance in connection with the administration of Sellers' estate ~~and such cooperation shall also include making all of its employees available to assist in the securing and giving of evidence and in obtaining the presence and cooperation of witnesses~~ (all of which shall be done without payment of any fees ~~or expenses~~ to Purchaser or to such employees, but which shall require Sellers to cover any out-of-pocket costs or expenses incurred in connection with such cooperation); provided that Purchaser shall not be required to incur any out of pocket costs in association therewith. In addition, Sellers and their

~~affiliates~~Affiliates shall be entitled to remove from the ~~Hospital~~Hospitals originals of any such records (provided that copies thereof are provided to Purchaser at Sellers' expense), but only for purposes of pending litigation involving the persons to whom such records refer, as certified in writing prior to removal by counsel retained by Sellers or any of their ~~affiliates~~Affiliates in connection with such litigation. Any original records so removed from the ~~Hospital~~Hospitals shall be promptly returned to Purchaser following Sellers' or their applicable ~~affiliate~~Affiliate's use of such records.

~~(c) In connection with (i) the transition of the Hospital pursuant to the transaction contemplated by this Agreement, (ii) Sellers' rights to the Excluded Assets, (iii) in connection with any claim, audit, or proceeding, including, without limitation, any tax claim, audit, or proceeding and (iv) the Sellers' obligations under the Excluded Liabilities, Purchaser shall after the Effective Time give Sellers access during normal business hours to Purchaser's books, personnel, accounts and records and all other relevant documents and information with respect to the assets, liabilities and business of the Hospital as representatives of Sellers and their affiliates may from time to time reasonably request, all in such manner as not to unreasonably interfere with the operations of the Hospital.~~

(c) ~~(d)~~ Purchaser and its representatives shall be given access by Sellers during normal business hours to the extent reasonably needed by Purchaser for business purposes to all documents, records, correspondence, work papers and other documents retained by Sellers pertaining to any of the Acquired Assets prior to the Effective Time (excluding confidential employee information, privileged materials and patient records), all in such manner as to not interfere unreasonably with Sellers. Such documents and other materials shall be, at Sellers' option, either (i) copied by Sellers for Purchaser at Purchaser's expense, or (ii) removed by Purchaser from the premises, copied by Purchaser and promptly returned to Sellers.

(d) ~~(e)~~ Purchaser shall comply with, and be solely responsible for, all obligations under the Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") with respect to the operation of the ~~Hospital~~Hospitals on and after the Effective Time.

(e) ~~(f)~~ Purchaser shall cooperate with Sellers, on a timely basis and as reasonably requested by Sellers, in connection with the provision of all data of the ~~Hospital~~Hospitals and other information required by Sellers for reporting to HFAP for the remainder of the quarterly period in which the Closing has occurred.

(f) ~~(g)~~ To the maximum extent permitted by law, if any Person requests or demands, by subpoena or otherwise, any documents relating to the Excluded Liabilities or Excluded Assets, including without limitation, documents relating to the operations of any of the ~~Hospital~~Hospitals or any of the ~~Hospital's~~Hospitals' committees prior to the Effective Time, prior to any disclosure of such documents, Purchaser shall notify Sellers and shall provide Sellers with the opportunity to object to, and otherwise coordinate with respect to, such request or demand.

10.3 ~~(h) [~~Provision of Benefits of Certain Contracts. Notwithstanding anything contained herein to the contrary, this Agreement shall not constitute an agreement to assign any Assumed Contract or Assumed Lease, if, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, an attempted assignment thereof, without the consent of the third party thereto, would constitute a breach thereof or in any way negatively affect the rights of Sellers or Purchaser, as the assignee of such Assumed Contract or Assumed Lease, as the case may be, thereunder. If, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, such consent or approval is required but not obtained, Sellers will cooperate with Purchaser in any reasonable arrangement designed to both (a) provide Purchaser with the benefits of or under any such Assumed Contract or Assumed Lease, and (b) cause Purchaser to bear all costs and obligations of or under any such Assumed Contract or Assumed Lease. Further, notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Account Receivable the assignment of which is either prohibited by law or by the terms of any contract with a payor without the consent of such payor. ~~**Any payments received by Sellers after the Closing Date**~~

10.4 Further Agreements. Each Seller shall (a) promptly deliver to Purchaser any mail or other communication received by such Seller after the Closing Date and relating to the Acquired Assets or the Assumed Obligations, (b) promptly transfer in immediately available funds to Purchaser any cash, electronic credits or deposits received by such Seller to the extent that such cash, electronic credits or deposits are Acquired Assets, including, without limitation, any payments received by Sellers from patients, payors, clients, customers, or others who are the obligors on Accounts Receivables ~~**transferred to Purchaser as a part of the Assets on the Closing Date shall be paid over to Purchaser within ten (10) business days after receipt by Seller.**~~]and (c) promptly forward to Purchaser any checks or other instruments of payment that it receives to the extent that such checks or other instruments are Acquired Assets, including, without limitation, any payments received by Sellers from patients, payors, clients, customers, or others who are the obligors on Accounts Receivables.

~~10.3 Closing of Financials. Provided that Purchaser shall not incur any out of pocket costs, Purchaser shall cause the individual acting as the chief financial officer of the Hospital after the Effective Time (the "**Post-Effective Time CFO**") to cooperate with Sellers' representatives in order to complete the standardized closing of Sellers' financial records through the Closing Date including, without limitation, the closing of general ledger account reconciliations (collectively, the "**Closing of Financials**"). Purchaser shall cause the Post-Effective Time CFO to use his or her good faith efforts to cooperate with Sellers' representatives in order to complete the Closing of Financials by no later than the date which is thirty (30) calendar days after the Closing Date. The Post-Effective Time CFO and other appropriate personnel shall be reasonably available to Sellers for a period of no less than one hundred eighty (180) calendar days after the Closing Date to assist Sellers in the completion of Sellers' post-Closing audit, such assistance not to interfere unreasonably with such Post-Effective Time CFO's other duties.~~

10.5 ~~10.4~~ Medical Staff. To ensure continuity of care in the community, Purchaser agrees that the Hospital's medical staff members in good standing as of the Effective Time shall maintain medical staff privileges at the ~~Hospital~~Hospitals as of the Effective Time. On and after the Effective Time, the medical staff will be subject to the Hospital's Medical Staff Bylaws then

currently in effect, provided that such Bylaws are in compliance with all applicable laws and regulations and contain customary obligations.

ARTICLE 11

~~DEFAULT, TAXES~~CERTAIN TAX MATTERS AND COST REPORTS

~~11.1 Purchaser Default. If Purchaser commits any material default under this Agreement, Sellers shall be entitled to retain the Deposit, and Sellers may, in addition thereto, pursue any rights or remedies that Sellers may have under this Agreement or applicable law, including the right to sue for damages or specific performance.~~

~~11.2 Seller Default. If Sellers commit any material default under this Agreement, Purchaser shall have the right to demand and receive a refund of the Deposit, and Purchaser may, in addition thereto, pursue any rights or remedies that Purchaser may have under applicable law, including the right to sue for damages or specific performance.~~

11.1 ~~11.3~~ Tax Matters; Allocation of Purchase Price.

(a) After the Closing Date, the parties shall cooperate fully with each other and shall make available to each other, as reasonably requested, all information, records or documents relating to tax liabilities or potential tax liabilities attributable to Sellers with respect to the operation of the ~~Hospital~~Hospitals for all periods prior to the Effective Time and shall preserve all such information, records and documents at least until the expiration of any applicable statute of limitations or extensions thereof. The parties shall also make available to each other to the extent reasonably required, and at the reasonable cost of the requesting party (for out-of-pocket costs and expenses only), personnel responsible for preparing or maintaining information, records and documents in connection with tax matters and as Sellers reasonably may request in connection with the completion of any post-Closing audits of the Hospital.

(b) Within ~~20~~90 days after the ~~Signing~~Closing Date, Purchaser shall deliver to Sellers for Sellers' review a schedule setting forth the allocation of the Purchase Price (including any liabilities that are considered to be an increase to the Purchase Price for United States federal income Tax purposes) among the Acquired Assets in accordance with Section 1060 of the ~~Code~~IRC and the Treasury Regulations promulgated thereunder (such schedule, as may be amended as contemplated below in this Section ~~11.3~~11.1(b), the "**Allocation Schedule**"). The Allocation Schedule delivered by Purchaser shall be deemed final and binding upon the parties upon Sellers' approval thereof. ~~The~~ or if Sellers fail to object to the Allocation Schedule within 10 days after delivery of the initial draft of the schedule by Purchaser to Sellers. If Sellers object to the Allocation Schedule within 10 days after delivery of the initial draft of the schedule by Purchaser to Sellers, the parties shall cooperate in good faith to resolve such objection and finalize the Allocation Schedule ~~within 10 days after delivery of the initial draft of the schedule by Purchaser to Sellers~~during such 10 day period. If within such 10 day period (or such other period as the parties may agree), the parties are unable to reach agreement on a final Allocation Schedule, ~~the parties shall have no further obligations under this Section 11.3(b). If the parties are able to agree on an~~any unresolved issues shall be referred to the Independent Accountant whose determination shall be final and binding upon the parties (it being understood that the fees

of the Independent Accountant shall be shared equally between Sellers on the one hand and Purchaser on the other). Once a final Allocation Schedule is agreed upon by the parties or rendered by the Independent Accountant, as the case may be, the parties shall refrain from taking any position that is inconsistent with ~~the~~such final Allocation Schedule.

11.2 ~~11.4~~ Cost Report Matters.

(a) Consistent with Section ~~4.5~~4.4, Sellers shall, at ~~Purchaser's~~Sellers' expense, prepare and timely file all cost reports relating to the periods ending prior to the Effective Time or required as a result of the consummation of the transactions described in this Agreement, including, without limitation, those relating to Medicare, Medicaid, and other third party payors which settle on a cost report basis (the "**Seller Cost Reports**").

(b) Upon reasonable notice and during normal business office hours, Purchaser will cooperate reasonably with Sellers in regard to Sellers' preparation and filing of the Seller Cost Reports. Such cooperation shall include, at no cost to Sellers, obtaining access to files at the ~~Hospital~~Hospitals and Purchaser's provision to Sellers of data and statistics, and the coordination with Sellers pursuant to reasonable notice of Medicare and Medicaid exit conferences or meetings. Sellers shall have no obligations after the Effective Time with respect to Seller Cost Reports except for preparation and filing thereof.

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.1 Further Assurances and Cooperation. Sellers shall execute, acknowledge and deliver to Purchaser any and all other assignments, consents, approvals, conveyances, assurances, documents and instruments reasonably requested by Purchaser at any time and shall take any and all other actions reasonably requested by Purchaser at any time for the purpose of more effectively assigning, transferring, granting, conveying and confirming to Purchaser, the Acquired Assets. After consummation of the transaction contemplated in this Agreement, the parties agree to cooperate with each other and take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement, the documents referred to in this Agreement and the transactions contemplated hereby.

12.2 Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto; *provided, however,* that no party hereto may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other parties; provided, further, that Purchaser shall be permitted to assign any of its rights hereunder to one or more of its Affiliates, as designated by Purchaser in writing to Sellers so long as such assignment would not reasonably be expected to materially delay or otherwise adversely affect the ability of the parties to consummate the transactions contemplated hereby; provided, further, Purchaser shall remain liable for all of its obligations under this Agreement after any such assignment.

12.3 Governing ~~Law~~law; Venue. This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of California (without giving effect to the principles of conflicts of laws thereof), except to the extent that the laws of such State are superseded by the Bankruptcy Code or other applicable federal law. For so long as Sellers are subject to the jurisdiction of the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. The parties hereby consent to the jurisdiction of such court and waive their right to challenge any proceeding involving or relating to this Agreement on the basis of lack of jurisdiction over the Person or forum non conveniens.

12.4 Waivers of Jury Trial. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

12.5 ~~12.4~~ Amendments. This Agreement may not be amended other than by written instrument signed by the parties hereto.

12.6 ~~12.5~~ Exhibits, Schedules and Disclosure Schedule. The Disclosure Schedule and all exhibits and schedules referred to in this Agreement shall be attached hereto and are incorporated by reference herein. ~~From the Signing Date until the Closing, the parties agree that Sellers may update the Disclosure Schedule as necessary upon written notice to Purchaser, and the applicable representation and warranty shall thereafter be deemed amended for all purposes by such updated Disclosure Schedule. Notwithstanding the foregoing, should any exhibit or schedule not be completed and attached hereto as of the Signing Date, Sellers and Purchaser shall promptly negotiate in good faith any such exhibit or schedule, which exhibit or schedule must be acceptable to each of Sellers and Purchaser in their reasonable discretion prior to being attached hereto. Any matter disclosed in this Agreement or in the Disclosure Schedule with reference to any Section of this Agreement shall be deemed a disclosure in respect of all sections to which such disclosure may apply. The headings, if any, of the individual sections of the Disclosure Schedule are provided for convenience only and are not intended to affect the construction or interpretation of this Agreement.~~ The Disclosure Schedule is arranged in sections and paragraphs corresponding to the numbered and lettered sections and paragraphs of ~~Article III~~ARTICLE 2 merely for convenience, and the disclosure of an item in one section of the Disclosure Schedule as an exception to a particular representation or warranty shall be deemed adequately disclosed as an exception with respect to all other representations or warranties to the extent that the relevance of such item to such representations or warranties is reasonably apparent on the face of such disclosure, notwithstanding the presence or absence of an appropriate section of the Disclosure Schedule with respect to such other representations or warranties or an appropriate cross reference thereto.

12.7 ~~12.6~~ Notices. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by telegraphic or other electronic means (including facsimile) or overnight

courier, or five (5) calendar days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

If to Sellers: Verity Health System of California, Inc.
2040 East Mariposa St.
El Segundo, CA 90245
Attention: Rich Adcock, CEO
Telephone: 424-367-0630

With a ~~copies~~copy to: Dentons US LLP
(which ~~copies~~copy shall not constitute notice) 601 South Figueroa St., Suite 2500
Los Angeles, CA 90017-5704
Attention: Samuel R. Maizel, Esq.
Telephone: 213-892-2910
Facsimile: 213-623-9924

If to Purchaser: Prospect Medical Holdings, Inc.
[●]
[●]
Attention: [●]
Telephone: [●]
Facsimile: [●]

With a copy to: Klee, Tuchin, Bogdanoff & Stern LLP
(which ~~copies~~copy shall not constitute notice) 1999 Avenue of the Stars, 39th Floor
Los Angeles, CA 90067
Attention: Thomas E. Patterson, Esq.
Telephone: 310-407-4035
Facsimile: 310-407-9090

or at such other address as one party may designate by notice hereunder to the other parties.

12.8 ~~12.7~~ Headings. The section and other headings contained in this Agreement and in the Disclosure Schedule, exhibits and schedules to this Agreement are included for the purpose of convenient reference only and shall not restrict, amplify, modify or otherwise affect in any way the meaning or interpretation of this Agreement or the Disclosure Schedule, exhibits and schedules hereto.

12.9 ~~12.8~~ Publicity. Prior to the Closing Date, Sellers and Purchaser shall consult with each other as to the form and substance of any press release or other public disclosure materially related to this Agreement or any other transaction contemplated hereby and each shall have the right to review and comment on the other's press releases prior to issuance; *provided, however*, that nothing in this Section 12.8 shall be deemed to prohibit either Sellers or Purchaser from making any disclosure that its counsel deems necessary or advisable in order to satisfy either

party's disclosure obligations imposed by law subject to reasonable prior notice to the other party thereof.

12.10 ~~12.9~~ Fair Meaning. This Agreement shall be construed according to its fair meaning and as if prepared by all parties hereto.

12.11 ~~12.10~~ Gender and Number; Construction; ~~Affiliates~~. All references to the neuter gender shall include the feminine or masculine gender and vice versa, where applicable, and all references to the singular shall include the plural and vice versa, where applicable. Unless otherwise expressly provided, the word "including" followed by a listing does not limit the preceding words or terms and shall mean "including, without limitation." Any reference ~~in this Agreement to an "affiliate" shall mean any Person directly or indirectly controlling, controlled by or under common control with a second Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. A "Person" shall mean any natural person, partnership, corporation, limited liability company, association, trust or other legal entity.~~herein to any law (or any provision thereof) shall include such law (or any provision thereof) and any rule or regulation promulgated thereunder, in each case, including any successor thereto, and as it may be amended, modified or supplemented from time to time. Any reference herein to "dollars" or "$" means United States dollars. The words "herein," "hereto" and "hereby," and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision of this Agreement.

12.12 ~~12.11~~ Third Party Beneficiary. None of the provisions contained in this Agreement are intended by the parties, nor shall they be deemed, to confer any benefit on any ~~person~~Person not a party to this Agreement, except for the parties' successors and permitted assigns, and except for any liquidating trustee or plan administrator for Sellers' estate.

12.13 ~~12.12~~ Expenses and Attorneys' Fees. Except as otherwise provided in this Agreement, each party shall bear and pay its own costs and expenses relating to the preparation of this Agreement and to the transactions contemplated by, or the performance of or compliance with any condition or covenant set forth in, this Agreement, including without limitation, the disbursements and fees of their respective attorneys, accountants, advisors, agents and other representatives, incidental to the preparation and carrying out of this Agreement, whether or not the transactions contemplated hereby are consummated. ~~The parties expressly agree that (a) all sales, transfer, documentary transfer and similar taxes, fees, surcharges and the like in connection with the sale of the Assets shall be borne by Purchaser.~~ If any action is brought by any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its court costs and reasonable attorneys' fees.

12.14 ~~12.13~~ Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on all of the parties hereto. The parties agree that facsimile copies of signatures shall be deemed originals for all purposes hereof and that a party may produce such copies, without the need to produce original signatures, to prove the existence of this Agreement in any proceeding brought hereunder.

12.15 ~~12.14~~ Entire Agreement. This Agreement, the Disclosure Schedule, the appendices, exhibits and schedules, and the ~~documents referred to in this Agreement~~other Transaction Documents contain the entire understanding between the parties with respect to the transactions contemplated hereby and supersede all prior or contemporaneous agreements, understandings, representations and statements, oral or written, between the parties on the subject matter hereof (the "**Superseded Agreements**"), which Superseded Agreements shall be of no further force or effect.

12.16 ~~12.15~~ No Waiver. Any term, covenant or condition of this Agreement may be waived at any time by the party which is entitled to the benefit thereof but only by a written notice signed by the party expressly waiving such term or condition. The subsequent acceptance of performance hereunder by a party shall not be deemed to be a waiver of any preceding breach by any other party of any term, covenant or condition of this Agreement, other than the failure of such other party to perform the particular duties so accepted, regardless of the accepting party's knowledge of such preceding breach at the time of acceptance of such performance. The waiver of any term, covenant or condition shall not be construed as a waiver of any other term, covenant or condition of this Agreement.

12.17 ~~12.16~~ Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstance shall be held to be invalid or unenforceable to any extent in any jurisdiction, then the remainder of this Agreement and the application of such term, provision, condition or covenant in any other jurisdiction or to ~~persons~~Persons or circumstances other than those as to whom or which it is held to be invalid or unenforceable, shall not be affected thereby, and each term, provision, condition and covenant of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.18 ~~12.17~~ Time is of the Essence. Time is of the essence for all dates and time periods set forth in this Agreement and each performance called for in this Agreement.

12.19 Non-Survival of Representations, Warranties and Pre-Closing Covenants. The representations, warranties, covenants and agreements in this Agreement and the other Transaction Documents, shall terminate on the Closing Date, except that each of the covenants set forth in this Agreement or the other Transaction Documents that are to be performed at or after the Closing shall survive in accordance with the terms of the particular covenant or until fully performed.

[REMAINDER OF PAGE IS BLANK]

IN WITNESS WHEREOF, this Agreement has been entered into as of the day and year first above written.

PURCHASER:

PROSPECT MEDICAL HOLDINGS, INC.

Signature By:_____
Print Name:_____
Title:_____
Date:_____

SELLERS:

[_____]

Signature By:_____
Print Name:_____
Title:_____
Date:_____

[_____]

Signature By:_____
Print Name:_____
Title:_____
Date:_____

[_____]

Signature By:_____
Print Name:_____
Title:_____
Date:_____

[_____]

Signature By:_____
Print Name:_____
Title:_____
Date:_____

[_____]

Signature By:_____
Print Name:_____
Title:_____
Date:_____

[_____]

Signature By: _____
Print Name: _____
Title: _____
Date: _____

[_____]

Signature By: _____
Print Name: _____
Title: _____
Date: _____

[_____]

Signature By: _____
Print Name: _____
Title: _____
Date: _____

APPENDIX I

CERTAIN DEFINED TERMS

"**Affiliate**" when used with reference to another Person means any Person, directly or indirectly, through one or more intermediaries, Controlling, Controlled by, or under common Control with, such other Person.

"**Benefit Plan**" means any "employee benefit plan" (including "plans" as defined in ERISA § 3(3)); any profit sharing, deferred compensation, bonus, stock option, stock purchase, stock award, vacation pay, holiday pay, pension, savings, retirement, severance, termination pay, medical, dental, vision, life or disability insurance, or fringe benefit plan, program, policy, agreement or arrangement of any kind regardless of whether any such plan, program, policy, agreement or arrangement is written or oral, in each case, that is entered into, maintained, contributed to or required to be contributed to, as the case may be, by any Seller or under which any Seller has or may have any liability.

"**Bid Procedures**" means the bidding procedures approved by the Bankruptcy Court pursuant to the Bid Procedures Order, in the form of **Exhibit 8.2(c)** attached hereto.

"**Bid Procedures Order**" means that certain order of the Bankruptcy Court in the form attached hereto as **Exhibit 8.2(b)** that, among other things, (a) approves the Bid Procedures and (b) authorizes Sellers to perform their obligations under this Agreement, including with respect to payment of the Break-Up Fee and Expense Reimbursement, if and when due pursuant to the terms hereof.

"**Business**" means, collectively, the businesses conducted by Sellers as of the Signing Date, including (but not limited to) the ownership and operation of the Hospitals and MOBs and [_____].

"**Business Day**" means any day, other than a Saturday, Sunday and any day which is a legal holiday under the laws of the State of California or is a day on which banking institutions located in the State of California are authorized or required by law or other governmental action to close.

"**Cash Consideration**" means an amount in cash equal to (a) $501,000,000.00, less (b) the amount, if any, by which the total Cure Costs for all of the Evaluated Contracts (as reflected on the final Pre-Closing Statement) exceeds the Cure Cost Cap, less (c) the Tail Premium.

"**Competing Transaction**" means any or all of the following, other than an Excluded Transaction: (a) a sale, transfer or other disposition of any Acquired Assets of any of the Sellers in a single transaction or a series of related transactions; (b) a sale, transfer or assignment of capital stock or other equity interests of any of the Sellers, including by means of a merger, consolidation, amalgamation, conversion or otherwise; (c) any Chapter 11 plan or reorganization, any conversion of any of Sellers' Chapter 11 Cases to a Chapter 7 bankruptcy case, or any other liquidation or equivalent event with respect to any or all Sellers; or (d) a transaction that, directly or indirectly, competes with, or otherwise would prohibit or frustrate, the transactions contemplated hereby.

"**Control**" means, when used with reference to any Person, the power to direct the management or policies of such Person, directly or indirectly, by or through stock or other equity ownership, agency or otherwise, or pursuant to or in connection with any Contract; and the terms "Controlling" and "Controlled" shall have meanings correlative to the foregoing.

"**Cure Cost Cap**" means $10,000,000.00.

"**Designation Rights Period**" means, with respect to any Designation Rights Contract, the period commencing on the Closing Date and ending on the earliest to occur of (a) the date that is 150 days after the Closing Date, (b) the deadline for assumption or rejection of such Designation Rights Contract if it is a Contract under Section 365 of the Bankruptcy Code (or such longer period as may be (i) agreed between Purchaser and the counterparty of the applicable Evaluated Contract or (ii) set forth in an Order of the Bankruptcy Court) and (c) a date after the Closing Date specified by Purchaser (upon three Business Days' notice to Sellers).

"**Environmental Laws**" means: any laws of any Governmental Entity relating to (a) Releases or threatened Releases of Hazardous Substances or materials containing Hazardous Substances; (b) the manufacture, handling, transport, use, treatment, storage or disposal of Hazardous Substances or materials containing Hazardous Substances; or (c) pollution or protection of the environment, health, safety or natural resources.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

"**DIP Financing**" means [ ].

"**DIP Financing Order**" means [ ].

"**Excluded Transaction**" means (a) the transaction described in this Agreement or any other transaction with Purchaser.

"**Final Order**" means an order, judgment, or other decree of the Bankruptcy Court that has not been vacated, reversed, modified, amended, or stayed, and for which the time to further appeal or seek review or rehearing has expired with no appeal, review or rehearing having been filed or sought.

"**GAAP**" means United States generally accepted accounting principles consistently applied.

"**Governmental Entity**" means any United States federal, state or local or non-United States governmental or regulatory authority, agency, commission, court, body or other governmental entity, including (without limitation) the Patient Care Ombudsman appointed in the Chapter 11 Cases and the Joint Commission.

"**Government Programs**" means the Medicare program, the Medicaid program, and any other, similar or successor federal, state or local health care payment programs with or sponsored by a Governmental Entity in which any Seller participates.

"**Hazardous Substances**" means: (a) those substances defined in or regulated under the

Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Clean Water Act, the Safe Drinking Water Act, the Atomic Energy Act, the Toxic Substances Control Act, the Federal Insecticide, Fungicide, and Rodenticide Act and the Clean Air Act, and their state counterparts, as each may be amended from time to time, and all regulations thereunder; (b) petroleum and petroleum products, including crude oil and any fractions thereof; (c) natural gas, synthetic gas, and any mixtures thereof; (d) lead, polychlorinated biphenyls, asbestos and radon; (e) any other pollutant or contaminant; and (f) any substance, material or waste regulated by any Governmental Authority pursuant to any Environmental Law.

"**Independent Accountant**" means [_____] or any other firm of independent accountants of national standing to which Sellers and Purchaser agree in writing.

"**Intellectual Property**" means any and all rights, title and interest in or relating to intellectual property of any type, which may exist or be created under the laws of any jurisdiction throughout the world, including: (a) patents and patent applications, together with all reissues, continuations, continuations-in-part, divisionals, extensions and reexaminations in connection therewith; (b) trademarks, service marks, trade dress, logos, slogans, trade names, service names, brand names (including the names "O'Connor", "St. Louise", "St. Vincent", "St. Francis", "Seton" and "Verity"), Internet domain names and all other source or business identifiers and general intangibles of a like nature, along with all applications, registrations and renewals in connection therewith, and all goodwill associated with any of the foregoing; (c) rights associated with works of authorship, including exclusive exploitation rights, mask work rights, copyrights, database and design rights, whether or not registered or published, all registrations and recordations thereof and applications in connection therewith, along with all extensions and renewals thereof; (d) trade secrets; and (e) all other intellectual property rights arising from or relating to Technology.

"**IRC**" means the United States Internal Revenue Code of 1986, as amended.

"**Liability**" means any liability, indebtedness, guaranty, claim, loss, damage, deficiency, assessment, responsibility or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether due or to become due, whether determined or determinable, whether choate or inchoate, whether secured or unsecured, whether matured or not yet matured).

"**Lien**" means any mortgage, deed of trust, hypothecation, contractual restriction, pledge, lien, encumbrance, interest, charge, security interest, put, call, other option, right of first refusal, right of first offer, servitude, right of way, easement, conditional sale or installment contract, finance lease involving substantially the same effect, security agreement or other encumbrance or restriction on the use, transfer or ownership of any property of any type, including real property, tangible property and intangible property and including any "Lien" as defined in the Bankruptcy Code.

"**Material Adverse Effect**" means any change, event, effect, development, condition, circumstance or occurrence (when taken together with all other changes, events, effects,

developments, conditions, circumstances or occurrences), that (a) is materially adverse to the condition (financial or otherwise) or results of operations of any Hospital or the Business; provided, however, that no change, event, effect, development, condition, circumstance or occurrence related to any of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been a Material Adverse Effect: (i) national or international business, economic, political or social conditions, including the engagement by the United States of America in hostilities, affecting (directly or indirectly) the industry in which Sellers operate, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States of America or any of its territories, possessions or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States of America, except to the extent that such change has a materially disproportionate adverse effect on the business of Sellers relative to the adverse effect that such changes have on other companies in the industry in which Sellers operates; (ii) any change in GAAP or law; or (iii) any change resulting from any act of God or other force majeure event, including natural disasters; or (b) would reasonably be expected to prevent, materially delay or materially impair to the ability of any Seller to consummate the transactions contemplated by this Agreement on the terms set forth herein. For the avoidance of doubt, any material limitation, loss or suspension of accreditation or of the ability to participate in any Government Program by any Hospital shall be deemed a Material Adverse Effect.

"**Person**" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or any other entity, including any group or syndicate of any of the foregoing.

"**Release**" has the meaning set forth in Section 101(22) of CERCLA (42 U.S.C. § 9601(22)), but not subject to the exceptions in Subsections (A) and (D) of 42 U.S.C. § 9601(22).

"**Sale Order**" means an order of the Bankruptcy Court, in the form attached hereto as **Exhibit 8.2(a)**, giving effect to, among other things, the following: (a) approving (i) this Agreement and the execution, delivery, and performance by Sellers of this Agreement and the other instruments and agreements contemplated hereby; (ii) the sale of the Acquired Assets to Purchaser free and clear of all Liens, other than the Permitted Exceptions; (iii) the assumption of the Assumed Obligations by Purchaser on the terms set forth herein; and (iv) the assumption and assignment to Purchaser of the Assumed Contracts and Assumed Leases on the terms set forth herein; (b) determining that Purchaser is a "good faith" purchaser, as such term is used in the Bankruptcy Code and the court decisions thereunder, including an express finding and ruling that Purchaser negotiated and entered into this Agreement in good faith and without collusion or fraud of any kind and is entitled to all of the protections of Section 363(m) of the Bankruptcy Code with respect to all aspects of the transactions contemplated by this Agreement, including acquisition of the Acquired Assets and assumption and assignment of the Assumed Contracts and Assumed Leases; and (c) providing that the Closing will occur in accordance with the terms and conditions hereof.

"**Successful Bid**" has the meaning set forth in the Bid Procedures.

"**Successful Bidder**" has the meaning set forth in the Bid Procedures.

"**Superior Bid**" means a Successful Bid comprised entirely of cash by a Successful Bidder that the Sellers have determined in the exercise of their fiduciary duties is higher and better than the bid represented by this Agreement (taking into account any Liabilities to be assumed in connection with such bid), which determination shall take into account, among other things, whether such proposed bid would result in a superior economic recovery to Sellers' general unsecured creditors and the conditionality and timing associated with such proposal.

"**Technology**" means, collectively, all algorithms, data, databases, diagrams, inventions (whether or not patentable), know-how, methods, processes, proprietary information, tools, systems, servers, hardware, computers, point of sale equipment, inventory management equipment, software, software code (in any form, including source code and executable or object code), any other information technology equipment, techniques, web sites, works of authorship and other similar materials, including all documentation related to any of the foregoing, whether or not embodied in any tangible form and whether or not specifically listed herein, and all related technology, that are used in, incorporated in, embodied in, displayed by or relate to, or are used in connection with the foregoing.

"**Transaction Documents**" means this Agreement and any other agreements, instruments or documents contemplated by, or entered into pursuant to, this Agreement.

* * * * *

Document comparison by Workshare 9 on Friday, August 31, 2018 1:38:32 PM

Input:	
Document 1 ID	interwovenSite://LADMS/iManage/171853/1
Description	#171853v1<iManage> - Asset Purchase Agreement - Multiple Hospitals (KTBS Comments)
Document 2 ID	interwovenSite://LADMS/iManage/171853/4
Description	#171853v4<iManage> - Asset Purchase Agreement - Multiple Hospitals (KTBS Comments)
Rendering set	Standard

Legend:	
Insertion	
~~Deletion~~	
~~Moved from~~	
Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	1051
Deletions	619
Moved from	35
Moved to	35
Style change	0
Format changed	0
Total changes	1740

5K

SANA
HEALTHCARE

Managing Partners:
Krishna Surapaneni
Mark Meyers

4500 Dunham ST • Commerce, California 90040 • 1546
www.sanahc.com

August 7, 2018

Sent via USPS and Email to: (cbeith@cainbrothers.com) & (jmoloney@cainbrothers.com)

Carsten Beith, Managing Director
James Moloney, Managing Director
Cain Brothers
601 California Street, Suite 1505
San Francisco, California 94108

Re: Verity Health System – Indication of Interest

Dear Mr. Beith and Mr. Moloney:

Sana Healthcare, LLC ("Sana") is pleased to submit the following Indication of Interest in acquiring the assets of Verity Health System. Sana shares the aims of the Verity Health System Board to ensure that the health system remains a viable health care provider and its hospitals remain a resource for the communities in which they serve. The following is our response to the items listed in your Process Letter of July 27, 2018, starting with an overview of our organization.

I. Overview of Sana Healthcare, LLC

Sana Healthcare's core purpose is to acquire and manage acute care hospitals and businesses related to the operations of those hospitals where we feel our expertise will result in a high quality, financially successful organization. Sana combines industry best practices with deep turnaround expertise. The principal executives have each led acquisitions, startups, and turnarounds of significant health care operations as owners or senior executives. Six members of Sana's executive team evaluated the Verity Health System assets on behalf of several other entities during the 2014-2015 Daughters of Charity bid process. This provides a high level of familiarity with the Verity Health System and their strategic challenges and opportunities. It also will compress the learning curve and time necessary to close the transaction.

Members of the Sana executive team are:

Krishna Surapaneni, M.D. Managing Partner and Chairman

Mark Meyers, Managing Partner

Arnie Kimmel, Chief Executive Officer

John Keefe, Chief Financial Officer

Radha Savitala, Chief Legal Officer

Sreekant Gotti, Chief Information Officer

In addition, Bill Leyhe of The Peira Group is collaborating with the executive team on this acquisition project.

Brief biographies of the team are attached to this letter.

II. Form of the Transaction

Sana Healthcare understands the desire of the Board is to transfer ownership of the entire Verity Health System to a single buyer in a single transaction. Accordingly, Sana proposes the following:

a) As Closing, Sana will pay $280 Million for all of the assets at Verity Health System including St. Francis Medical Center, St. Vincent's Medical Center, O'Connor Hospital, St. Louise Regional Hospital, Seton Medical Center, Seton Medical Center Coastside, and all related businesses and real assets.
b) Additionally, Sana will assume responsibility for funding the unfunded portion of the pension plans in conformance with ERISA rules.
c) Sana will also commit to hiring substantially all of the current employees.
d) Sana will maintain the current relationships with the existing independent medical staffs.
e) Sana will maintain the existing local hospital governing boards.

III. Sources of Financing

Sana has various financial partners and will disclose such financial partners once we progress to the next phase. Currently, the financing may include one or more of the following:

a) A highly regarded, publicly traded, health care real estate investment trust that has partnered with Sana in a multi-hospital acquisition that is in the final stages;
b) An asset-based lender who specializes in supplemental funding of hospital acquisitions;
c) A reputable commercial bank with whom Sana is in discussions about this and other projects;
d) A real estate developer that will acquire some of the real estate for mixed commercial and residential use projects;
e) Funding from other investors including the current Managing Partners of Sana.

IV. System Executive Leadership

Subject to appropriate evaluation, Sana intends to offer employment to existing system and hospital leadership. Sana also intends to stabilize the leadership teams by offering stay on bonuses upon execution of the purchase agreement.

Sana and its executive team have deep roots and extensive experience in California health care and have an excellent understanding of this complex environment. Members have served as hospital and regional CEOs of multiple not-for-profit and for-profit systems including Tenet, Dignity Health and Cha Healthcare. This background enables them to have an inventory of qualified executives to fill any vacancies and or replace positions held by temporary acting executives, if necessary.

V. Operations

The Sana team has not completed its evaluation of each facility's strategic plan; however, we believe that the challenges of operating the Daughters of Charity Health System/Verity Health System over the last ten years are indicators of a need to reevaluate the role of each hospital. Continuing forward with the existing hospital roles is likely to perpetuate the lack of viable financial results.

There are no plans to greatly alter staffing or the existing relationships with the medical staff. However, there are some state of the art innovations that Sana executives have deployed elsewhere that, among other things, optimize Emergency Department operations and increase overall net patient revenue yield. Sana can provide additional information on how the current use of these technology innovations favorably impact hospitals.

VI. Collective Bargaining Agreements (CBAs)

Sana commits to honoring the CBA(s) and would renegotiate in good faith at contract expirations.

VII. Post Retirement Obligations

Sana will commit to funding the unfunded portion of the various pension liabilities in accordance with ERISA rules.

VIII. Required Approvals

Sana does not anticipate needing any internal approvals as decision-making authority resides with two individuals who can make decisions efficiently.

IX. Due Diligence

We anticipate our due diligence process will take 60-90 days. Our diligence team will include a national consulting firm experienced with these kinds of transactions. Our team's experience with these facilities will make the diligence process more efficient.

X. Contingencies

The following are the contingencies Sana anticipates:

a) Satisfactory completion of due diligence;
b) Acceptable attorney general conditions of sale; and
c) Approval of the transaction by the sources of financing.

XI. Sana Healthcare's contacts

Name and Title	Direct Phone Contact	Business email / Personal email
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Mark Meyers Managing Partner	(213) 804-7055	mark.meyers@sanahc.com mmeyers1211@gmail.com
Arnie Kimmel Chief Executive Officer	(301) 537-3360	arnie.kimmel@sanahc.com arniekimmel@me.com
John Keefe Chief Financial Officer	(760) 908-8245	john.keefe@sanahc.com johnkeefe9584@aol.com
Sreekant Gotti Chief Information Officer	(760) 780-7492	sreekant.gotti@sanahc.com sgotti345@gmail.com
Radha Savitala General Counsel	(310) 403-9595	radha.savitala@sanahc.com radha@savitala.net
Bill Leyhe, Consultant	(310) 365-8882	bill@thepeiragroup.com

We believe that this proposal addresses the priorities of the Verity Health System Board and offers a viable solution to the current environment. Again, Sana's interest in this hospital system is to revitalize the sustainable hospitals and preserve their role in the communities they serve.

Thank you very much for your consideration. Please do not hesitate to contact me should you have any questions.

Sincerely,

Mark Meyers

Managing Partner

Attachment 1 – Biographies

Krishna P. Surapaneni, MD Managing Partner and Board Chairman

Dr. Surapaneni is a Board Certified Obstetrician/Gynecologist and Cosmetic Surgeon who is a founder and operator of a diversified portfolio of healthcare businesses. He trained at UCLA where he was Chief Resident and was selected Outstanding Resident in GYN/Endoscopic surgery. In 1990, he began building his portfolio of holdings in the United States and India with a focus on Information Technology (IT) and services to hospitals. He was the founder and operator of several healthcare ventures including:

- Medwrite – A company that meets the IT and EMR needs of 69 hospitals in the United States, Philippines, UAE, and India, now employing 1600 people (sold 2014).
- KPMD – A revenue cycle management company that grew to 540 employees and served a national hospital system that later acquired the KPMD infrastructure. It includes an artificial intelligence function that automatically performs coding and DRG assignment based on signs, symptoms, diagnostic tests, and treatments as documented in the hospital's electronic medical record. The system, designed by Dr. Surapaneni, is currently used in 40 US hospitals.
- Mediclean – An automated hospital laundry service located in Commerce, CA is one of the largest such facilities in the US. It services hospitals throughout Southern California including Ronald Reagan UCLA Medical Center, Children's Hospital of Los Angeles, and the US Veterans Administration Hospitals in Los Angeles and San Diego counties.

While Dr. Surapaneni has focused on hospital IT services, he has also had many other successes in education and healthcare. He was the founder of the network that supports K-12 schools and an engineering college that encompasses 50,000 students across Andhra Pradesh, India. Also Dr. Surapaneni was a founder (in 2002), director and Board Treasurer of a medical school and an affiliated 1200 bed hospital that provides a full range of training programs in all major specialties. He also led the establishment of two successful tertiary for-profit hospitals.

Mark Meyers, Managing Partner and Board Vice Chairman

Mark Meyers is a healthcare executive with 35 years experience as a hospital Chief Executive Officer or Regional Executive for major healthcare systems. While serving in leadership roles as a hospital operator, he became known as a 'turnaround specialist' both in Tenet Healthcare and other major multi-hospital systems. Before moving on to hospital acquisition work in 2013, he led the turnaround at California Hospital Medical Center which was a failing hospital in Los Angeles. In 2001, when he assumed the CEO role there, the hospital was losing $2 - $3 million per month. When he left to assume a regional role in 2009, the hospital's annual EBIDA was a positive $45 million. In 2014, he was a founder of Integrity Healthcare Management, Inc. which focused on the acquisition of the Daughters of Charity, a California 6 hospital not-for-profit system. His company evolved into Integrity Healthcare, LLC in mid-2015 and soon after assumed management and control of the hospital system. In November, 2015, Meyers left Integrity Healthcare to pursue other hospital acquisition opportunities for Cha Health Systems Inc. and most recently for Sana Healthcare.

Arnie Kimmel, Chief Executive Officer

Arnie Kimmel, a career hospital executive, most recently was Senior Vice President for Corporate Services for Franciscan Health, and after serving as CEO in south suburban Chicago. Kimmel has held CEO and COO positions in community, religious sponsored non-profits, for-profit and university teaching hospitals where he generated substantial improvement in each. For the last 15 years, his focus has been on strategic and operational turnarounds. He has consulted on bankruptcy workouts and has also headed the corporate Supply Chain Initiative for Ascension Health, the largest not-for-profit system in the country.

At Prime Healthcare, Kimmel focused on much of the company's substantial growth outside of California. Kimmel also served as CEO of MetroSouth Medical center, formerly St. Francis Hospital, in Blue Island, Illinois. Prior to his management of this hospital, St. Francis had lost $42 million annually for two years and was slated to close. The management team that Kimmel led was responsible for improving the bottom line to break even during the first year of operation. Kimmel also served as Interim CEO of Catholic Health Partners, a three-hospital system in Chicago jointly owned by Ascension Healthcare and the Missionary Sisters of the Sacred Heart. That turnaround preserved the Catholic hospital ministry on the north and west sides of Chicago. Other assignments have included serving as CEO of Mercy Memorial Hospital in Monroe, Michigan; Interim CEO of Brackenridge and Children's Hospitals in Austin, Texas; and CEO of Spohn Hospital in Corpus Christi, Texas. Kimmel has a Bachelor's degree in Business Administration from Washington University of St. Louis and a Masters degree in Hospital Administration from the University of Michigan.

John Keefe, Chief Financial Officer

John Keefe is a senior level financial executive whose career spans operational and financial management of hospitals, multi-hospital systems and start-ups. His strong financial background has led to his successful management of acute care, rehabilitation care, and long-term acute care hospitals. He has specific skills in financial analysis, technical accounting, forecasting, capital investment planning, and all aspects of mergers and acquisition.

His operational skills include strategic planning, performance improvement, investor relations, capital raising, and team building.

Sreekant Gotti, Chief Information Officer and Technology Advisor

As an innovator in Information Technology, Sreekant Gotti has become a well-known and highly respected industry leader. He has achieved this by working in positions of increasing responsibility for the last 20 years with the last 11 focused on healthcare. Sreekant completed graduate school with top-level academic recognition. After receiving his Masters Degree from Nagarjuna University in India, he began his first job in IT. After being recruited to IBM Global Services, he moved to Florida where his leadership was soon recognized with a series of promotions. After nearly a decade of consulting, Sreekant shifted his attention to building a healthcare IT team at Prime Healthcare when it was a seven-hospital system in California. This company entered a period of rapid growth and by 2017 was a 46 hospital system with more than 300 clinics. Sreekant streamlined the IT evaluation and standardized the conversion process for IT, electronic medical records, and document management at the acquired

hospitals. Sreekant has achieved this record of success by emphasizing communications and by creating a shared vision that enables each team member to contribute their unique skills.

Radha Savitala, General Counsel

Ms. Savitala has over 15 years of experience in legal and healthcare operations. Her expertise includes health care law and corporate law. She has led merger and acquisition transactions for Prime Healthcare for over 10 years and worked with many organizations including for-profit, non-profit, independent hospitals and large systems. Most recently, Ms. Savitala served as General Counsel and Chief Compliance Officer for an FQHC with 26 locations.

She earned her Bachelors of Arts degree in Economics from the University of California, Irvine and her Juris Doctor degree from Southwestern University School of Law.

Bill Leyhe, Consultant and Principal of The Peira Group

Information about the The Peira Group is located at: thepeiragroup.com

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SFMC INVESTMENT GROUP LLC

October 15, 2018

PRIVILEGED AND CONFIDENTIAL

Jim Moloney and Carsten Beith
601 California Street
Suite 1505
San Francisco, CA 94108

Email: jmoloney@cainbrothers.com
Email: cbeith@cainbrothers.com
Re: Purchase Offer Summary for Saint Francis Medical Center

Dear Jim and Carsten:

Thank you for providing SFMC Investment Group and the City of Lynwood ("Buyer") the opportunity to present our proposal to acquire the business and real estate assets of Saint Francis Medical Center (the "Seller" or "SFMC").

SFMC Investment Group and the City of Lynwood intend to purchase SFMC as a joint venture purchase, which shall also include RollinsNelson and Positive Investments as its strategic operating and financial partners (collectively hereafter as the "Buyer"). The City of Lynwood shall purchase the land and buildings only at the closing, and the SFMC Investment Group and affiliates shall purchase the business and related assets.

Summary of Offer. Based on the information provided to date, Buyer would like to propose an offer to acquire the Company for **$360,000,000,** consisting of:

* $324,000,000 in cash at closing, subject to certain working capital adjustments, plus
* $12,000,000 cash escrow for all post-closing adjustments and Year 1 Indemnity Fund, plus
* $24,000,000 Seller Note that shall serve as Year 2 and Year 3 Indemnity Funds, evenly split into two $12,000,000 annual payments, net of any qualified deductions, to be paid to the Seller at the end of Year 2 and Year 3, respectively.

Buyer anticipates the following, approximate adjustments to working capital, which are subject to change and negotiation:

* $8,000,000 in assumed, critical Accounts Payable
* $9,000,000 in assumed Personal Time Off ("PTO")
* $1,600,000 in prepaid expenses
* $6,400,000 in supplies/ inventory

Buyer has also included the following major deal points in its initial mark-up of the Asset Purchase Agreement:

* Buyer shall not purchase current Accounts Receivable.
* Buyer shall not participate in the QAF5 program.
* Buyer will be entitled to all planned and future DSH, Trauma and QAF6 Program payments.
* Buyer intends to honor the current terms of union CBA's related to SFMC.
* Buyer will not assume the entire, estimated portion of SFMC's current pension liability ($89.8M), but will negotiate in good faith to set aside a TBD % of future positive cash flow to help close the gap created by previous owner/operators (Please note this is an acquisition financing requirement).

Buyer estimates the following Purchase Milestones from the date of execution of a binding Asset Purchase Agreement with Seller:

+ 2 Days for Sale Motion
+ 30 Days for Entry of Bidding Procedures
+ 75 Days for Auction
+ 90 Days for Entry of Sale Order
+240 Days for Attorney General Approval, Municipal Bond Closing and (near) completion of Regulatory (License/Provider) Transitions to Buyer.

Information Requests By Seller:

1. **Organization Overview:** See Attachments "A" as reference materials for RollinsNelson and Positive Investments. SLMC Investment Group, LLC is a veteran group of physicians, will be partnering with RollinsNelson to oversee current management and operate the hospital. Positive Investments and RollinsNelson shall serve as financial partners to Buyer; both partners to Buyer will support the muni bond underwriting, guarantee the lease and own a minimum of 25% and as much as 50% of the business and (eventually) real estate assets. Both Partners to Buyer have extensive experience acquiring and operating healthcare assets, including the MOB assets associated with acute hospitals.

2. **Form of Transaction:** As per the revised Asset Purchase Agreement included with this proposal, the proposed transaction will be structure as a 363 Asset Sale/Purchase.

3. **Sources and Uses of Financing:** Please see Attachments B providing financing details and overview. To summarize, there are five (5) forms of financing expected for the Transaction closing:

    - Municipal Bond Raise currently estimated between $350M and $400M in sizing, which shall include purchase of Real Estate assets (land and buildings), transaction-related expenses and the final year of interest payments. The Municipal Bond is expected to be split into an A and B Series, with the B Series having a higher coupon and shorter term. Buyer expects the muni capital raise to have a secure bridge prior to the auction sale and close prior to the final phase of AG approval. See Attachments B for greater underwriting detail.

    - Operator/Tenant Cash currently estimated to be a $36M cash deposit, sum or all of which shall be used to complete the purchase of Business Assets (Net Equipment, Inventory, Prepaid Expenses (NOT AR) and less assumed liabilities).

    - Operator/Tenant Cash and Cash-equivalents for initial working capital and lease guarantees to service muni bond interest, estimated to be an aggregate of $125M.

    - Subordinated Seller Note of $35M that jointly serves as part of the Indemnification Fund with net balance payments to Seller made by the Tenant/Operator (Business Asset Owner) in Years 2 and 3, respectively.

    - Revolving Line of Credit for working capital and general liquidity backstop, expected to close simultaneous with Transaction closing; Buyer expects to work with Ally Financial. that will Working Capital Debt earliest expected date for completing such financing.

4. **System Executive Leadership and Hospital Executive Leadership:** Buyer currently expects to retain most, if not all, of the current senior hospital leadership at SFMC. Buyer intends to utilize the 150-day interim period between the Sale Order and Attorney General approvals to offer and lock all current management into employment agreements and ascertain what additional resources will be required to transition away from Verity's corporate services. A more detailed operation and systems analysis shall be forthcoming.

5. **Operations:** Buyer intends maintain most if not all of the current staffing levels and members of the medical staff.

6. **Collective Bargaining Agreements ("CBA"):** Buyer intends to honor the terms of the current CBA's in place with UNAC and SEIU, though the SEIU agreement will be transitioned from the system-wide contract, which Buyer intends to accomplish during the same interim period described in Item #4 above.

7. **Post-Retirement Obligations:** Buyer will not assume the SFMC pension liabilities currently estimated to be $89.8M, but shall propose a good faith system to pay into the underfunded portion of the pension based on future financial success of SFMC operations. A more detailed operation and systems analysis shall be forthcoming.

8. **Required Approvals:** Buyer has the required approvals to make this offer, and can process additional approvals as necessary in an expedited manner through the closing of the Transaction.

9. **Due Diligence:** Buyer's offer is not contingent on additional due diligence, though Buyer intends to continue with its due diligence through the Sale Process and executing a definitive agreement. Buyer wished to be selected by VHS as the stalking horse bid.

10. **Contingencies:** The only major, current contingency is completing the municipal bond underwriting to the satisfaction and comfort of our financial advisors. We expect this to be concluded before the naming of a stalking horse bidder and/or the auction date.

11. **Key Contacts:** See attached.

We are grateful to have the opportunity to submit this proposal and hope this letter answers your questions and meets your expectations. If we can clarify any points made above or provide additional information, please do not hesitate to contact Jeffrey Ahlholm at (310) 909-3865. We look forward to working with you on this transaction.

Sincerely,

ON BEHALF OF BUYER,

By: [redacted]
Jeffrey Ahlholm.
Authorized Representative

DISTRIBUTION LIST AS OF 10/18/2018
LYNWOOD PUBLIC FINANCING AUTHORITY
TAXABLE LEASE REVENUE BONDS, SERIES 2019 (A&B)
ST. FRANCIS HOSPITAL (PHASE I - STALKING HORSE BID)

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STRATEGIC GLOBAL MANAGEMENT, INC.

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Telephone: (951) 987-8100 Facsimile: (951) 987-8850

Kali P. Chaudhuri, M.D.
F.A.C.S., F.I.C.S., F.A.A.O.S.
Chairman and
Chief Executive Officer

William E. Thomas
Executive Vice President
and General Counsel
Bthomas@globalmso.com

August 13, 2018

Cain Brothers
601 California St., Suite 1505
Sn Francisco, CA 94108

Re: Project Phoenix

Dear Sir,

Please treat this correspondence as a letter of interest for the acquisition of substantially all of the assets of Verity Health System ("VHS") free and clear of liabilities.

We have organized our comments in the order set forth in your process letter.

1. Organization Overview. Strategic Global Management, Inc. ("SGM" or "Strategic") is a venture company used to acquire assets and businesses, through companies which are affiliated or associated (through common ownership and otherwise) with SGM, but which are not subsidiaries of SGM. SGM and its associated and affiliated companies (collectively, the "SGM Companies") currently own, operate and/or manage several healthcare companies, including seven hospitals in Riverside, San Bernardino and Orange County, California. The SGM Companies also own and operate various ancillary providers, including without limitation, skilled nursing facilities, recovery centers, rehabilitation centers, diagnostic companies, surgery centers, urgent care and home health providers and others. In addition, SGM is affiliated with three medical groups and one IPA providing care to over 85,000 commercial equivalent members in Southern California. The SGM Companies also operate a medical college, nursing college and nutritional college and related operations in India.

   Consistent with the manner in which the SGM has structured other acquisitions and consistent with lender requirements for special purpose borrowing entities, SGM would cause this proposed acquisition to be accomplished through one or more special purpose acquisition entities, which would be fully and adequately funded.

Hospitals affiliated with SGM ("SGM Hospitals") include the following:

Victor Valley Global Medical Center ("VVGMC") is a safety net provider located in Victorville. It is one of the largest providers of Medi-Cal Managed Care through an Inland Empire Health Plan ("IEHP") contract in the High Desert. It was acquired from a non-profit out of bankruptcy in 2012. It has faithfully satisfied all of the Attorney General's five-year conditions for approval of the transaction.

Physicians for Healthy Hospitals ("PHH") acquired Hemet Valley Medical Center and Menifee Valley Medical Center, as well as a skilled nursing facility, Hemet Valley Recovery Center, and a nationally respected inpatient and outpatient chemical dependency center, Hemet Valley Recovery Center and Sage Retreat, from Valley Health System, a district hospital system, out of bankruptcy in 2010.

KPC Healthcare, Inc. ("KPC Health") owns and, through subsidiaries, operates Anaheim Global Medical Center ("Anaheim"), Chapman Global Medical Center ("Chapman"), Orange County Global Medical Center ("OC") and South Coast Global Medical Center "South Coast"), which are all safety net providers. Orange County Global Medical Center is a key Level II Trauma center located in central Orange County. All four facilities have contracts for Medi-Cal Managed Care through a Cal-OPTIMA contract. Pursuant to contracts with the County of Orange, Anaheim is the primary provider of behavioral health services and correctional health services for the County.

We are proud of the SGM Hospitals' accomplishments under SGM's stewardship. Some of the key accomplishments are as follows:

- All SGM Hospitals service large economically depressed populations with significant medical needs.

- All SGM hospitals were in danger of closing if SGM did not assume ownership.

- When VVGMC was acquired out of bankruptcy in 2012, many of its services were closed or suspended. In the first year of SGM operations, the laboratory that was closed by CLIA was reopened for all services, including microbiology and is fully accredited. The diagnostic cardiac catheterization lab was taken out of suspension and new modifications are being done to bring it up to standards for interventional work. The NICU and GI laboratory were taken out of suspension and reopened.

- VVGMC received full Joint Commission accreditation for the first time in 2014. It currently also maintains accreditation through the Health Facilities Accreditation Program. It is the only facility in the High Desert that is dual accredited.

- VVGMC financial performance has improved from a pre-acquisition monthly loss of $500,000 to positive EBITDA within six months.

- VVGMC is the largest Medi-Cal provider in the High Desert area and the largest provider for IEHP.

- The PHH facilities, which pre-acquisition had annual losses in excess of $6,000,000, have generated positive EBITDA since their acquisition.

- KPC Health has been sold to an Employee Stock Ownership Plan ("ESOP") and now operates for the benefit of its employees but remains managed by SGM affiliates under a long-term agreement. The KPC Health facilities have been consistently profitable under SGM management.

2. Form of Transaction. SGM proposes the purchase of substantially all of the tangible and intangible assets used in the operation of the VHS Hospitals and related ancillary and other operations and businesses, and all other assets of VHS, except cash on hand at closing free and clear of all liabilities, liens and encumbrances (except as mutually agreed). The assets would include the following:

- Verity Health System of California, Inc.
- Verity Holdings, LLC
- Verity Business Services
- Verity Medical Foundation
- De Paul Ventures, LLC
- Marillac Insurance Company, LTD
- O'Conner Hospital
- Property in Morgan Hill
- Seton Medical Center
- Seton Medical Center Coastside
- St. Francis Hospital
- St. Louise Regional Medical Center
- St. Vincent Hospital
- St. Vincent Dialysis Center
- All owned MOBs
- All other properties and assets of VHS

The purchase price presumes the acquisition of, without limitation, the following assets:

- Current Assets:

- Patient and payor accounts receivable (net)
- Funds due from government agencies, including QAF and DSH funds
- Inventories
- Other current assets

7. Post-Retirement Obligations. SGM would propose to acquire the assets free and clear of pension liabilities but is willing to work with the unions and other constituents to fashion appropriate retirement programs post-closing.

8. Required Approvals. SGM is owned by a sole shareholder, so its decision-making process will operate in an expedited manner consistent with the Seller's expectations.

9. Due Diligence. SGM will provide the Seller with its due diligence request list.

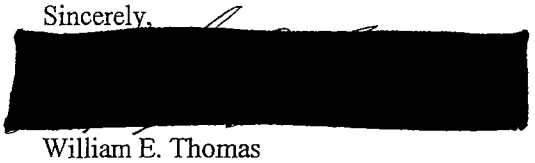
10. Contingencies. The transaction will be subject to the approval of the California Attorney General and the Bankruptcy Court if the transaction is implemented in a Chapter 11 case, as well as the customary conditions precedent in the asset purchase agreement. SGM reserves the right to reasonably determine if the AG's final conditions are fair and do not impose a materially adverse effect on the economics of the transaction.

11. Debtor-In-Possession Financing. SGM is prepared to offer to provide VHS with debtor-in-possession financing to fund its business operations through the closing of the transaction on customary terms and conditions for such financing and approved by the Bankruptcy Court. We would appreciate your providing us with your required loan amount and proposed terms.

12. Non-binding Effect. This expression of interest shall not constitute an offer which may be accepted to form a legally binding contract. The parties shall be legally bound only after a mutually acceptable definitive purchase agreement has been executed by the parties.

13. Key Contacts. All inquiries should be directed to SGM's General Counsel, William E. Thomas (bthomas@globalmso.com; (951) 987-8100). SGM's consultants include Hooper, Lundy & Bookman (healthcare), Levine, Neal & Bender, Yoo & Brill (restructuring), Kling & Pathak (CPAs), and Marsh MMA (insurance).

Sincerely,



William E. Thomas
Executive Vice President and General Counsel

Title 11, California Code of Regulations, § 999.5(d)(2)(D)

Exhibit 6

STRATEGIC GLOBAL MANAGEMENT, INC.

9 KPC Parkway, Suite 301, Corona, California 92879
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Kali P. Chaudhuri, M.D.
F.A.C.S., F.I.C.S., F.A.A.O.S.
Chairman and
Chief Executive Officer

William E. Thomas
Executive Vice President
and General Counsel
Bthomas@globalmso.com

October 5, 2018

Carston Beith
Cain Brothers
601 California St.
Suite 1505
San Francisco, CA 94108

Re: Project Phoenix

Dear Mr. Beith,

Strategic Global Management, Inc. ("Strategic") appreciates this opportunity to make the following proposal as a STALKING HORSE BIDDER for the asset of Seton Medical Center (including Coastside) (collectively, the "Assets").

Strategic is prepared to offer a Fifty Million Dollar ($50,000,000) purchase price for the Assets which includes all real and personal property, including all accounts receivable standing on the books of the hospital as of Closing and all quality assurance funds currently due to the facility.

We propose to purchase the Assets free and clear of liabilities, except for liabilities expressly assumed by the Buyer.

This is a non-binding proposal. The parties will be legally bound only by a definitive agreement or expressly binding letter of interest mutually acceptable to the parties.

Please let us know if your client is prepared to negotiate with us for a transaction along the lines of what has been described above.

Very truly yours,

[redacted]

William E. Thomas
Executive Vice President and General Counsel

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601 California St.
Suite 1505
San Francisco, CA 94108

Re: Project Phoenix

Dear Mr. Beith,

Strategic Global Management, Inc. ("Strategic") appreciates this opportunity to make the following proposal as a STALKING HORSE BIDDER for the assets of St. Francis Medical Center, St. Vincent Medical Center and Seton Medical Center (including Coastside) (collectively, the "Assets").

Strategic is prepared to offer a Five Hundred Sixty Million Dollar ($560,000,000) purchase price for the Assets which includes all real and personal property, including all accounts receivable standing on the books of the hospitals as of Closing and all quality assurance funds currently due to the facilities which we estimate to be approximately One Hundred Seventy Million Dollars ($170,000,000).

We propose to purchase the Assets free and clear of liabilities, except for liabilities expressly assumed by the Buyer.

This is a non-binding proposal. The parties will be legally bound only by a definitive agreement or expressly binding letter of interest mutually acceptable to the parties.

Please let us know if your client is prepared to negotiate with us for a transaction along the lines of what has been described above.

Very truly yours,

[redacted]

William E. Thomas
Executive Vice President and General Counsel

ASSET PURCHASE AGREEMENT

By and Among

_____

_____

and

_____

Dated _____, 2018

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "**Agreement**") is made and entered into as of the ____ day of _____, 2018 (the "**Signing Date**") by and among Verity Health System of California, a California nonprofit corporation _____ ("**Seller**" and collectively with its affiliates, the "**Sellers**"), and Strategic Global Management, Inc., a California corporation, or its designated assignee ("**Purchaser**").

RECITALS:

A. [St. Francis Medical Center] engages in the business of the operation of the hospital known as _____, a hospital owned and operated by [HOSPITAL 1 NAME] and located at _____, including the hospital pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics owned or operated by [HOSPITAL 1 NAME] (collectively, the "[HOSPITAL 1 NAME] **Hospital**").

B. [St. Vincent Medical Center] engages in the business of the operation of the hospital known as _____, a hospital owned and operated by [HOSPITAL 2 NAME] and located at _____, including the hospital pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics owned or operated by [HOSPITAL 2 NAME] (collectively, the "[HOSPITAL 2 NAME] **Hospital**").

C. [Seton Medical Center] engages in the business of the operation of the hospital known as _____, a hospital owned and operated by [HOSPITAL 3 NAME] and located at _____, including the hospital pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics owned or operated by [HOSPITAL 3 NAME] (collectively, the "[HOSPITAL 3 NAME] **Hospital**" and, together with the [HOSPITAL 1 and 2], the "**Hospitals**").

D. Purchaser desires to purchase from Sellers, and Sellers desire to sell to Purchaser, the assets described in Section 1.7 below (the "**Assets**") owned by Sellers and used with respect to the operation of their respective Hospitals, for the consideration and upon the terms and conditions contained in this Agreement.

E. Sellers have filed or intend to file a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") with the United States Bankruptcy Court for the Central District of California, Los Angeles Division (the "**Bankruptcy Court**"), commencing Case No. _____, jointly administered or to be jointly administered with their affiliates, and the Bankruptcy Court entered or is expected to enter an order approving procedures in connection with the sale of the Sellers' Assets, Docket No. _____, which requests that the Bankruptcy Court enter a "**Sale Order**" following an auction and selection of a successful bidder.

F. The parties intend to effectuate the transactions contemplated by this Agreement through a sale of the Assets approved by the Bankruptcy Court pursuant to Section 363 of Title 11 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained in this Agreement, and for their mutual reliance and incorporating into this Agreement the above recitals, the parties hereto agree as follows:

ARTICLE 1

SALE AND TRANSFER OF ASSETS; CONSIDERATION; CLOSING

1.1 Purchase Price. Subject to the terms and conditions of this Agreement, the purchase price ("**Purchase Price**") shall consist of the following:

(a) Cash payment to Sellers (the "**Cash Consideration**") of Six Hundred and Five Million Dollars ($605,000,000.00), which shall be payable to Seller; and

(b) Payment of Cure Costs (defined below) associated with any Assumed Leases and/ or Assumed Contracts.

1.2 Deposit. Purchaser has made a good faith deposit (the "**Deposit**") in the amount of Ten Million Dollars ($10,000,000.00) by wire transfer to an account designated by Seller. Purchaser will increase the Deposit by $50,500,000.00, for a total Deposit of $60,500,000.00, which shall be funded by Purchaser no later than the later of (a) the completion of Purchaser's final due diligence, which shall be completed no later than ten (10) business days following mutual execution and delivery of this Agreement (the "**Final Diligence Period**"), or (b) the entry of an order approving this transaction. The Deposit shall be non-refundable in all events, except in the event the Closing does not occur due to any of (i) Seller accepting the bid of a rival bidder, (ii) Sellers breaching any of their material obligations under this Agreement, (iii) any of the Closing condition set forth in Article 8 shall have not been satisfied or waived by Purchaser on or before the Termination Date, or (iv) Purchaser has terminated this Agreement pursuant to Section 9.1(c). Upon Closing, the Deposit will be credited against the Purchase Price. Pending the Closing, or until this Agreement is terminated, the Deposit shall be held in an interest bearing account, with interest credited to Purchaser, at a financial institution acceptable to Purchaser.

1.3 Closing Date. The consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at _____ local time at the offices of Dentons US LLP, 601 South Figueroa St., Suite 2500, Los Angeles, CA 90017-5704 (the day on which Closing actually occurs, the "**Closing Date**") within five (5) business days following the satisfaction or waiver of the conditions set forth in ARTICLE 7 and ARTICLE 8, other than those conditions that by their nature are to be satisfied at Closing but subject to fulfillment or waiver of those conditions. The Closing shall be deemed to occur and to be effective as of 12:00 a.m. Pacific time on the day immediately after the Closing Date (the "**Effective Time**").

1.4 Items to be Delivered by Sellers at Closing. At or before the Closing, Sellers shall deliver, or cause to be delivered, to Purchaser the following:

1.4.1 a Bill of Sale substantially in the form of **Exhibit 1.4.1** attached hereto (the "**Bill of Sale**"), duly executed by each Seller, with respect to the Assets;

1.4.2 Real Estate Assignment and Assumption Agreements (the "**Real Estate Assignments**") in the form of **Exhibit 1.4.2** attached hereto with respect to (i) the Leased Real Property, and (ii) the Tenant Leases, each duly executed by each Seller;

1.4.3 a Quitclaim Deed (the "**Deed**") in the form of **Exhibit 1.4.2** attached hereto with respect to the real property listed in Schedule 1.4.3, together with all plant, buildings, structures, installments, improvements, fixtures, betterments, additions and constructions in progress situated thereon (collectively, the "**Owned Real Property**") duly executed by each Seller;

1.4.4 an Assumption Agreement (the "**Assumption Agreement**") in the form of **Exhibit 1.4.2** attached hereto with respect to the Assumed Liabilities duly executed by each Seller;

1.4.5 favorable original certificates of good standing, of each Seller, issued by the State of California, dated no earlier than a date which is fifteen (15) calendar days prior to the Closing Date;

1.4.6 a duly executed certificate of an officer of each Seller certifying to Purchaser (i) the incumbency of the officers of such Seller on the Signing Date and on the Closing Date and bearing the authentic signatures of all such officers who shall execute this Agreement and any additional documents contemplated by this Agreement and (ii) the due adoption and text of the resolutions or consents of the Board of Directors of such Seller authorizing (I) the transfer of the Assets and transfer of the Assumed Obligations by such Seller to Purchaser and (II) the due execution, delivery and performance of this Agreement and all additional documents contemplated by this Agreement, and that such resolutions have not been amended or rescinded and remain in full force and effect on the Closing Date;

1.4.7 a certified copy of the Sale Order (as defined below); and

1.4.8 Any such other instruments, certificates, consents or other documents which Purchaser and Sellers mutually deem reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof.

1.5 Items to be Delivered by Purchaser at Closing. At or before the Closing, Purchaser shall deliver or cause to be delivered to Sellers the following:

1.5.1 payment of the Cash Consideration subject to credits or plus payment to Sellers of all amounts as provided under Section 1.6;

1.5.2 evidence of payment of all Cure Costs required hereunder to be paid by Purchaser;

1.5.3 a duly executed certificate of the Secretary of Purchaser certifying to Sellers (a) the incumbency of the officers of Purchaser on the Signing Date and on the Closing Date and bearing the authentic signatures of all such officers who shall execute this Agreement and any additional documents contemplated by this Agreement and (b) the due adoption and text of the resolutions of the Board of Directors of Purchaser authorizing the execution, delivery and performance of this Agreement and all additional documents contemplated by this Agreement, and

that such resolutions have not been amended or rescinded and remain in full force and effect on the Closing Date;

1.5.4 favorable original certificate of good standing, of Purchaser, issued by the California Secretary of State dated no earlier than a date which is fifteen (15) calendar days prior to the Closing Date;

1.5.5 the Bill of Sale, duly executed by Purchaser;

1.5.6 the Real Estate Assignment(s), duly executed by Purchaser;

1.5.7 the Assumption Agreement, duly executed by Purchaser; and

1.5.8 any such other instruments, certificates, consents or other documents which Purchaser and Sellers mutually deem reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof.

1.6 Prorations and Utilities. All items of income and expense listed below with respect to the Assets shall be prorated in accordance with the principles and the rules for the specific items set forth hereafter:

1.6.1 All transfer, conveyance, sales, use, stamp, similar state and local taxes arising from the sale of the Assets hereunder shall be the responsibility of, and allocated to, Purchaser.

1.6.2 Other than the Utility Deposits (defined below), which are governed by Section 1.8(j), and other than with respect to Cure Costs payable by Purchaser, the following costs and expenses shall be prorated based upon the payment period (*i.e.*, calendar or other tax fiscal year) to which the same are attributable: all real estate and personal property lease payments, real estate and personal property taxes, real estate assessments and other similar charges against real estate, and power and utility charges (collectively, the "**Prorated Charges**") on the Assets. Each Seller shall pay its respective portion at or prior to the Closing (or Purchaser shall receive credit for) of any unpaid Prorated Charges attributable to periods or portions thereof occurring prior to the Effective Time, and Purchaser shall assume as an Assumed Liability or, to the extent previously paid by either Seller, pay to such Seller at the Closing all Prorated Charges attributable to periods or portions thereof occurring from and after the Effective Time. In the event that as of the Closing Date the actual tax bills for the tax year or years in question are not available and the amount of taxes to be prorated as aforesaid cannot be ascertained, then rates, millages and assessed valuation of the previous year, with known changes, shall be used. The parties agree that if the real estate and personal property tax prorations are made based upon the taxes for the preceding tax period, the prorations shall be re-prorated after the Closing. As to power and utility charges, "final readings" as of the Closing Date shall be ordered from the utilities; the cost of obtaining such "final readings," if any, shall be paid by Purchaser.

1.6.3 Sellers shall be entitled to all rents and other payments under Tenant Leases accruing for the period prior to the Effective Time ("**Pre Effective Time Lease Amounts**"), and Purchaser shall be entitled to all rents and other payments under tenant leases accruing for the period after the Effective Time ("**Post Effective Time Lease Amounts**" and together with the Pre

Effective Time Lease Amounts, the "**Lease Amounts**"). All Lease Amounts that are collected prior to the Closing shall be prorated as of the Closing in accordance with the immediately preceding sentence. All Lease Amounts that are accrued but unpaid as of the Closing (including, without limitation, rents and other payments accrued prior to the Closing but payable in arrears after the Closing) (collectively, the "**Unpaid Amounts**") shall belong to Sellers, and Purchaser shall, upon receipt of said rents and other payments, receive the same in trust for Sellers and shall promptly remit any of such amounts to the applicable Seller within ten (10) days after Purchaser's receipt of same.

1.6.4 All prorations and payments to be made under the foregoing provisions shall be agreed upon by Purchaser and Sellers prior to the Closing and shall be binding upon the parties; provided, however, with respect to the Unpaid Amounts, in the event any proration, apportionment or computation shall prove to be incorrect for any reason, then either the applicable Seller or Purchaser shall be entitled to an adjustment to correct the same, provided that said party makes written demand on the party from whom it is entitled to such adjustment within thirty (30) calendar days after the erroneous payment or computation was made, or such later time as may be required, in the exercise of due diligence, to obtain the necessary information for proration. This Section 1.6 shall survive Closing.

1.7 Transfer of Assets of Sellers. On the Closing Date and subject to the terms and conditions of this Agreement, each Seller shall sell, assign, transfer, convey and deliver to Purchaser, free and clear of all liens, claims, interests and encumbrances other than the Permitted Exceptions (defined below), and Purchaser shall acquire, all of each Seller's right, title and interest in and to only the following assets and properties, as such assets shall exist on the Closing Date, with respect to the operation of the respective Hospital of such Seller, to the extent not included among the Excluded Assets, such transfer being deemed to be effective at the Effective Time:

(a) all of the tangible personal property owned by such Seller, or to the extent assignable or transferable by each Seller, leased, subleased or licensed by such Seller, and used by such Seller in the operation of the Hospital of such Seller, including equipment, furniture, fixtures, machinery, vehicles, office furnishings and leasehold improvements (the "**Personal Property**");

(b) all of such Seller's rights, to the extent assignable or transferable, to all licenses, provider numbers, permits, approvals, certificates of exemption, franchises, accreditations and registrations and other governmental licenses, permits or approvals issued to such Seller for use in the operation of the Hospital of such Seller (the "**Licenses**"), including, without limitation, the Licenses and Medicare Provider Numbers set forth on **Schedule 1.7(b)**;

(c) all of such Seller's interest in and to the Owned Real Property and all of such Seller's interest, to the extent assignable or transferable, in and to all of the following (the "**Assumed Leases**"): (i) personal property leases with respect to the operation of the Hospital of such Seller, (ii) the real property leases for all real property leased by such Seller and set forth on **Schedule 1.7(c)(ii)** (the "**Leased Real Property**"), and (iii) the real property leased or subleased by such Seller to a third party and set forth on **Schedule 1.7(c)(iii)** (the "**Tenant Leases**");

(d) all of such Seller's interest, to the extent assignable or transferable, in and to all contracts and agreements (including, but not limited to, purchase orders) with respect to the

operation of the Hospital of such Seller that have been designated by Purchaser as a contract to be assumed pursuant to Section 1.11 (the "**Assumed Contracts**");

(e) all claims, rights, interests and proceeds (whether received in cash or by credit to amounts otherwise due to a third party) with respect to amounts overpaid by such Seller to any third party with respect to periods prior to the Effective Time (e.g. such overpaid amounts may be determined by billing audits undertaken by such Seller or such Seller's consultants), except with respect to any causes of action or proceeds thereof arising under Chapter 5 of the Bankruptcy Code other than with respect to Assumed Contracts and Assumed Leases;

(f) to the extent assignable or transferable, all inventories of supplies, drugs, food, janitorial and office supplies and other disposables and consumables (i) located at the Hospital of such Seller or (ii) used in the operation of the Hospital of such Seller (the "**Inventory**") except as set forth in Section 1.8(e);

(g) other than Utility Deposits, all prepaid rentals, deposits, prepayments and similar amounts relating to the Assumed Contracts and/or the Assumed Leases, which were made with respect to the operation of the Hospital of such Seller (the "**Prepaids**");

(h) to the extent assignable or transferrable, all of the following that are not proprietary to such Seller and/or owned by or proprietary to such Seller's affiliates: operating manuals, files and computer software with respect to the operation of the Hospital of such Seller, including, without limitation, all patient records, medical records, employee records, financial records, equipment records, construction plans and specifications, and medical and administrative libraries; *provided, however*, that any patient records and medical records which are not required by law to be maintained by such Seller as of the Effective Time shall be an Excluded Asset;

(i) all systems, servers, computers, hardware, firmware, middleware, telecom equipment, networks, data communications lines, routers, hubs, switches and all other information technology equipment, and all associated documentation owned or licensed by Sellers and used by Sellers with respect to the operations of the Hospitals;

(j) all Disproportionate Share Hospital Payments and all Quality Assurance Fees to be paid for periods prior to and after the Effective Time;

(k) all regulatory settlements, rebates, adjustments, refunds or group appeals, including without limitation pursuant to all cost reports filed by Sellers for payment or reimbursement from government payment programs and other payors with respect to periods prior to the Closing Date;

(l) all insurance proceeds arising in connection with the ownership or operation of the Assets before or on the Closing Date;

(m) all surpluses arising out of any risk pools, shared savings program or accountable care organization arrangement to which any Seller is party on the Closing Date;

(n) all transferable unclaimed property of any Person in Sellers' possession as of the Closing Date, including, without limitation, property which is subject to applicable escheat laws;

(o) to the extent assignable or transferable by Sellers without out-of-pocket expense to Sellers, all warranties on the Assets in favor of the Hospitals or Sellers;

(p) to the extent assignable or transferable, all rights in all warranties of any manufacturer or vendor in connection with the Personal Property;

(q) the right to use the names "_____" and "_____", including any trademarks, service marks, trademark and service mark registrations and registration applications, trade names, trade name registrations, logos, domain names, trade dress, copyrights, copyright registrations, website content, know- how, trade secrets and the corporate or company names of Sellers and the names of the Hospitals, together with all rights to sue and recover damages for infringement, dilution, misappropriation or other violation or conflict associated with any of the foregoing;

(r) all goodwill of the Hospital of such Seller evidenced by or associated with any of the Assets;

(s) to the extent transferable or assignable, such Seller's right or interest in the telephone and facsimile numbers and uniform resource locaters used with respect to the operation of the Hospital of such Seller;

(t) to the extent assignable or transferable by Sellers under applicable Legal Requirements, all licenses, provider numbers, permits, approvals, certificates of exemption, franchises, accreditations, certifications, registrations, authorizations, filings, consents, permits or approvals issued to Sellers and used by Sellers with respect to the operation of the Hospitals, together with all waivers which Sellers have of any such requirements, if any (collectively, the "Licenses"), including, without limitation, the licenses and Medicare and Medi-Cal provider numbers listed on Schedule [ ]; and

(u) except for the Excluded Assets, to the extent assignable or transferable, any other assets owned by such Seller (which are not otherwise specifically described above in this Section 1.7) that are used in the operation of the Hospital of such Seller.

As used herein, the term "**Permitted Exceptions**" means (i) the Assumed Obligations; (ii) liens for taxes not yet due and payable (iii) easements, rights of way, zoning ordinances and other similar encumbrances affecting real property; and (iv) other imperfections of title or encumbrances, if any, which are not monetary in nature and that are not, individually or in the aggregate, material to the business of the Hospital.

1.8 Excluded Assets. Notwithstanding anything to the contrary in Section 1.7, each Seller shall retain all interests, rights and other assets owned directly or indirectly by it (or any of such Seller's affiliates) which are not among the Assets, including, without limitation, the following interests, rights and other assets of such Seller (collectively, the "**Excluded Assets**"):

(a) cash, cash equivalents and short-term investments;

(b) all Seller Plans (defined below) and the assets of all Seller Plans and any asset that would revert to the employer upon the termination of any Seller Plan, including, without limitation, any assets representing a surplus or overfunding of any Seller Plan;

(c) all contracts that are not Assumed Contracts;

(d) all leases that are not Assumed Leases;

(e) the portions of Inventory, Prepaids, and other assets disposed of, expended or canceled, as the case may be, by such Seller after the Signing Date and prior to the Effective Time in the Ordinary Course of Business;

(f) assets owned and provided by vendors of services or goods to the Hospital of such Seller;

(g) all of such Seller's organizational or corporate record books, minute books and tax records;

(h) all claims, counterclaims and causes of action of such Seller or such Seller's bankruptcy estate (including parties acting for or on behalf of such Seller's bankruptcy estate, including, but not limited to, the official committee of unsecured creditors appointed in the Bankruptcy Case) not specifically set forth in Section 1.7(i) hereof, including, without limitation, causes of action arising out of any claims and causes of action under chapter 5 of the Bankruptcy Code and any related claims, counterclaims and causes of action under applicable non-bankruptcy law, and any rights to challenge liens asserted against property of such Seller's bankruptcy estate, including, but not limited to, liens attaching to the Purchase Price paid to such Seller, and the proceeds from any of the foregoing; provided, however that Purchaser shall acquire and be deemed to release and waive as of the Effective Time causes of action under Sections 544, 547, 548, and 550 of the Bankruptcy Code against counterparties to executory contracts and unexpired leases being assumed by a Seller and assigned to Purchaser;

(i) all insurance policies and contracts and coverages obtained by such Seller or listing such Seller as insured party, a beneficiary or loss payee, including prepaid insurance premiums, and all rights to insurance proceeds under any of the foregoing, and all subrogation proceeds related to any insurance benefits arising from or relating to Assets prior to the Closing Date;

(j) all deposits made with any entity that provides utilities to the Hospital (the "**Utility Deposits**");

(k) all rents, deposits, prepayments, and similar amounts relating to any contract or lease that is not an Assumed Contract or Assumed Lease;

(l) all bank accounts of such Seller;

(m) all writings and other items that are protected from discovery by the attorney-client privilege, the attorney work product doctrine or any other cognizable privilege or protection;

(n) the rights of such Seller to receive mail and other communications with respect to Excluded Assets or Excluded Liabilities;

(o) all director and officer insurance;

(p) all tax refunds of such Seller;

(q) all documents, records, operating manuals and film pertaining to the Hospital that the parties agree that such Seller is required by law to retain;

(r) all patient records and medical records which are not required by law to be maintained by such Seller as of the Effective Time;

(s) all documents, records, correspondence, work papers and other patient records that may not be transferred under applicable law, and any other documents, records, or correspondence (including with respect to any employees) that may not be transferred under applicable law;

(t) any rights or documents relating to any Excluded Liability or other Excluded Asset;

(u) any rights or remedies provided to such Seller under this Agreement and each other document executed in connection with the Closing;

(v) any (i) personnel files for employees of such Seller who are not hired by Purchaser; (ii) other books and records that such Seller is required by Law to retain; provided, however, that except as prohibited by Law and subject to Article 5, Purchaser shall have the right to make copies of any portions of such retained books and records that relate to the business of the Hospital as conducted before the Closing or that relate to any of the Assets; (iii) documents which such Seller is not permitted to transfer pursuant to any contractual obligation owed to any third party; (iv) documents primarily related to any Excluded Assets; and (v) documents necessary to prepare tax returns (Purchaser shall be entitled to a copy of such documents). With respect to documents necessary to prepare cost reports, Purchaser shall receive the original document and such Seller shall be entitled to retain a copy of such documents for any period ending on or prior to the Closing Date;

(w) all deposits or other prepaid charges and expenses paid in connection with or relating to any other Excluded Assets;

(x) all accounts and interest thereupon, notes and interest thereupon and other receivables of such Seller, including, without limitation, accounts, notes or other amounts receivable, and all claims, rights, interests and proceeds related thereto, including all accounts and other receivables, disproportionate share payments and Seller Cost Report settlements related thereto, in each case arising from the rendering of services or provision of goods, products or

supplies to inpatients and outpatients at the Hospital of such Seller, billed and unbilled, recorded and unrecorded, for services, goods, products and supplies provided by such Seller prior to the Effective Time whether payable by Medicare, Medicaid, or any other payor (including an insurance company), or any health care provider or network (such as a health maintenance organization, preferred provider organization or any other managed care program) or any fiscal intermediary of the foregoing, private pay patients, private insurance or by any other source (collectively, "Accounts Receivable");

(y) all documents, records, correspondence, work papers and other documents, other than patient records, primarily relating to the Accounts Receivable (the "Receivable Records");

(z) (i) all rights, claims and causes of action of such Seller to the extent related to and/or to the extent arising out of the Accounts Receivable and rights to settlements and retroactive adjustments, if any, whether arising under a Seller Cost Report or otherwise, for any reporting periods ending on or prior to the Effective Time, whether open or closed, arising from or against the United States government under the terms of the Medicare program or TRICARE (formerly the Civilian Health and Medical Program of the Uniformed Services); and (ii) causes of action under Sections 544, 547, 548, and 550 of the Bankruptcy Code against the counterparties to the Assumed Contracts and Assumed Leases listed on Schedule 1.8(z);

(aa) all Hospital Care Assurance Program payments and payments from the State of California or any of its administrative entities or other entitles to support the Hospital (together with Medicare and California Medicaid supplemental payments, the "Supplemental Payments") received on and after the Effective Time regardless of the state fiscal year for which the Supplemental Payments are made in reference to and regardless of the state fiscal year for which the data was derived to calculate eligibility for such payments;

(bb) any assets identified in **Schedule 1.8(bb)**.

For the avoidance of doubt, Purchaser is not acquiring any asset owned by any affiliate of Sellers, including Verity Health System of California, Inc.

1.9 Assumed Obligations. On the Closing Date, each Seller shall assign, and Purchaser shall assume and agrees to discharge, perform and satisfy fully, on and after the Effective Time, the following liabilities and obligations of such Seller and only the following liabilities and obligations (collectively, the "**Assumed Obligations**"):

(a) the Assumed Contracts and all liabilities of such Seller under the Assumed Contracts, including related Cure Costs;

(b) the Assumed Leases and all liabilities of such Seller under the Assumed Leases, including related Cure Costs;

(c) all liabilities and obligations arising out of or relating to any act, omission, event or occurrence connected with the use, ownership or operation by Purchaser of the Hospital or any of the Assets on or after the Effective Time;

(d) all accrued paid time off pay;

(e) all liabilities and obligations of such Seller related to the Hired Employees arising on or following the Effective Time;

(f) all unpaid real and personal property taxes, if any, that are attributable to the Assets after the Effective Time, subject to the prorations provided in Section 1.6;

(g) all liabilities and obligations relating to utilities being furnished to the Assets, subject to the prorations provided in Section 1.6;

(h) any documentary, sales and transfer tax liabilities of such Seller incurred as a result of the consummation of the transaction contemplated by this Agreement;

(i) any and all liabilities and obligations arising under the law or bankruptcy court order(s) relating to any collective bargaining agreement or other contract with any labor union or labor relations entity applicable to and/or covering employees of the Hospital;

(j) all liabilities or obligations provided for in Section 5.3;

(k) any other obligations and liabilities identified in **Schedule 1.9(k)**.

1.10 Excluded Liabilities. Purchaser shall not assume or become responsible for any duties, obligations or liabilities of either Seller that are not assumed by Purchaser pursuant to the terms of this Agreement, the Bill of Sale, the Assumption Agreement or the Real Estate Assignment(s) (the "**Excluded Liabilities**"), and each Seller shall remain fully and solely responsible for all of such Seller's debts, liabilities, contract obligations, expenses, obligations and claims of any nature whatsoever related to the Assets or the Hospital unless assumed by Purchaser under this Agreement, in the Bill of Sale, the Assumption Agreement or in the Real Estate Assignment(s).

1.11 Designation of Assumed Contracts and Assumed Leases.

(a) Except as provided in Section 1.11(b), all contracts and leases will be subject to evaluation by Purchaser for assumption or rejection (collectively "**Evaluated Contracts**"). Not later than ten (10) days after entry of the Sale Order (i) Purchaser shall notify each Seller in writing of which Evaluated Contracts are to be assumed by such Seller and assigned to Purchaser and (ii) Purchaser shall notify each Seller in writing signed and dated by Purchaser of which Evaluated Contracts are to be rejected by such Seller (collectively, the "**Rejected Contracts**"). Each Seller shall file such motions in the Bankruptcy Court and take such other actions as are reasonably necessary to ensure that final and non-appealable orders (x) assuming and assigning the respective Assumed Contracts or Assumed Leases applicable to such Seller to Purchaser are entered and (y) rejecting the Rejected Contracts are entered. With respect to each Assumed Lease, the applicable Seller shall execute and deliver to Purchaser an Assignment and Assumption of Lease. Notwithstanding anything to the contrary set forth in this Agreement, the Rejected Contracts shall constitute part of the Excluded Assets pursuant to, and as defined in, this Agreement.

(b) At Closing and pursuant to an order of the Bankruptcy Court, each Seller will assume and immediately assign to Purchaser the leases of such Seller for Leased Real Property and the Tenant Leases.

1.12 Disclaimer of Warranties; Release.

(a) THE ASSETS TRANSFERRED TO PURCHASER WILL BE SOLD BY SELLERS AND PURCHASED BY PURCHASER IN THEIR PHYSICAL CONDITION AT THE EFFECTIVE TIME, "AS IS, WHERE IS AND WITH ALL FAULTS AND NONCOMPLIANCE WITH LAWS" WITH NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, USAGE, WORKMANSHIP, QUALITY, PHYSICAL CONDITION, OR VALUE, AND ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED, AND WITH RESPECT TO THE LEASED REAL PROPERTY WITH NO WARRANTY OF HABITABILITY OR FITNESS FOR HABITATION, INCLUDING, WITHOUT LIMITATION, THE LAND, THE BUILDINGS AND THE IMPROVEMENTS. ALL OF THE PROPERTIES, ASSETS, RIGHTS, LICENSES, PERMITS, PRIVILEGES, LIABILITIES, AND OBLIGATIONS OF SELLERS INCLUDED IN THE ASSETS AND THE ASSUMED OBLIGATIONS ARE BEING ACQUIRED OR ASSUMED "AS IS, WHERE IS" ON THE CLOSING DATE AND IN THEIR PRESENT CONDITION, WITH ALL FAULTS. ALL OF THE TANGIBLE ASSETS SHALL BE FURTHER SUBJECT TO NORMAL WEAR AND TEAR AND NORMAL AND CUSTOMARY USE OF THE INVENTORY AND SUPPLIES IN THE ORDINARY COURSE OF BUSINESS UP TO THE EFFECTIVE TIME.

(b) Purchaser acknowledges that Purchaser will be examining, reviewing and inspecting all matters which in Purchaser's judgment bear upon the Assets, the Sellers, the Hospital, the business of the Hospital and their value and suitability for Purchaser's purposes and is relying solely on Purchaser's own examination, review and inspection of the Assets and Assumed Obligations. Purchaser releases each Seller and its affiliates from all responsibility and liability regarding the condition, valuation, salability or utility of the business of the Hospital or the Assets, or their suitability for any purpose whatsoever. Purchaser further acknowledges that the representations and warranties of Sellers contained in ARTICLE 2 of this Agreement are the sole and exclusive representations and warranties made by Sellers to Purchaser (including with respect to the Hospital, the Assets and the Assumed liabilities) and shall expire, and be of no further force or effect at the Closing.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller hereby represents, warrants and covenants to Purchaser, severally (and not jointly) with respect to such Seller only as to the following matters, except as disclosed in the disclosure schedule as of the Signing Date, as may be amended pursuant to the terms of this Agreement, (the "**Disclosure Schedule**") hereby delivered by Sellers to Purchaser, as of the date hereof and as of the Closing Date, except to the extent that any such representation and warranty expressly relates to any other specified date:

2.1 Authorization. Such Seller has all necessary corporate power and authority to enter into this Agreement and, subject to Bankruptcy Court approval, to carry out the transactions contemplated hereby.

2.2 Binding Agreement. This Agreement and each of the other agreements and documents to be delivered by Sellers under Section 1.4 (the "**Ancillary Documents**") has been duly and validly executed and delivered by such Seller and, assuming due and valid execution by Purchaser, this Agreement and the Ancillary Documents constitutes a valid and binding obligation of such Seller enforceable in accordance with its terms subject to (a) applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect and (b) limitations on the enforcement of equitable remedies. All actions required to be taken by Sellers to authorize the execution, delivery and performance of this Agreement, each Ancillary Document and the transactions contemplated hereby and thereby have been duly and properly taken or obtained by Sellers. No other corporate or other action on the part of Sellers are necessary to authorize the execution, delivery and performance of this Agreement, each Ancillary Agreement and the transactions contemplated hereby and thereby.

2.3 Organization and Good Standing; No Violation.

(a) Such Seller is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of California. Such Seller has all necessary power and authority to own, operate and lease its properties and to carry on its businesses as now conducted.

(b) Neither the execution and delivery by such Seller of this Agreement nor the consummation of the transactions contemplated hereby by such Seller nor compliance with any of the material provisions hereof by such Seller, will violate, conflict with or result in a breach of any material provision of such Seller's articles of incorporation or bylaws or any other organizational documents of such Seller.

2.4 Contracts. Except as set forth in Schedule 2.4, upon entry of the Sale Order and Purchaser's payment of the Cure Costs, to Seller's knowledge, Seller is not in breach or default of the Assumed Contracts or Assumed Leases. No provision of this Section 2.4 shall apply to any failure to obtain consents to the assignment of the Assumed Contracts and Assumed Leases from third parties to the Assumed Contracts and Assumed Leases for which consent is required to assign the Assumed Contracts and Assumed Leases to Purchaser (the "**Contract and Lease Consents**").

2.5 Brokers and Finders. Except as set forth on Schedule 2.5, neither such Seller nor any affiliate thereof, nor any officer or director thereof, have engaged or incurred any liability to any finder, broker or agent in connection with the transactions contemplated hereunder.

2.6 Seller Knowledge. References in this Agreement to "Seller's knowledge or "the knowledge of Seller" means the actual knowledge of the Chief Executive Officer or Chief Financial Officer of the applicable Seller, without independent research. No constructive or imputed knowledge shall be attributed to any such individual by virtue of any position held, relationship to any other Person or for any other reason.

2.7 Non-Contravention. Neither the execution and delivery by Sellers of this Agreement and each Ancillary Agreement nor performance of any of the material provisions hereof by Sellers, will violate, conflict with or result in a breach of any material provisions of the articles of incorporation or bylaws of Sellers.

2.8 Compliance with Legal Requirements. Except as set forth in Schedule 2.8, each Seller, with respect to the operation of the Hospitals, is in material compliance with all Legal Requirements and has not been given written notice of, and is not under investigation with respect to, any material violation of any applicable Legal Requirements applicable to such Seller's ownership and operation of the Hospitals.

2.9 Required Consents. No consent, waiver, approval, order or authorization of, accreditation by, clearance, certification, license, permit, entitlement, or approval from, registration, declaration or filing with, agreements to own and operate the Hospitals or participate in any government payment program, or notice to any Governmental Authority or accrediting or certifying body (each, a "**Governmental Approval**") is necessary or required for the execution and delivery of this Agreement by Sellers or for the consummation by Sellers of the transactions contemplated hereby, except for such Governmental Approvals set forth in Schedule 2.9 or as may be required under the Hart-Scott Rodino Antitrust Improvements Act of 1976, as amended (the "**HSR Act**"), and any other applicable antitrust Legal Requirements (collectively, "**Antitrust Laws**"). For purposes of this Agreement, "**Governmental Authority**" means agencies, authorities, bodies, boards, bureaus, commissions, courts, departments, directorates, instrumentalities, legislatures, officials, tribunals and offices of any nature whatsoever of any United States federal, state, or local government unit or political subdivision and any self-regulatory organization.

2.10 Health Care Compliance.

(a) Except as set forth in Schedule 2.10(a), to the knowledge of Sellers, Sellers have been and are in compliance with all Health Care Laws, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. For purposes of this Agreement, "**Health Care Laws**" means any and all Legal Requirements of any Governmental Authorities pertaining to health regulatory matters including, without limitation, (a) fraud and abuse (including without limitation the following statutes, as amended, modified or supplemented from time to time and any successor statutes thereto and regulations promulgated from time to time thereunder: the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)); the civil False Claims Act (31 U.S.C. § 3729 et seq.); Sections 1320a-

7,1320a-7a and 1320a-7b of Title 42 of the United States Code; the federal physician self-referral ("Stark") law (42 U.S.C. Section 1395nn); the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (Pub. L. No. 108-173); California Business and Professions Code Sections 650 and 650.01; Welfare and Institutions Code Section 14107.2; and Labor Code Section 139.3); (b) Medicare, Medicaid, TRICARE or other governmental health care or payment program; (c) the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 301 et. seq.; (d) quality, safety certification and accreditation standards and requirements; (e) the billing, coding or submission of claims or collection of accounts receivable or refund of overpayments; (f) all Legal Requirements concerning the privacy and/or security of personal data of or concerning an individual; (g) Legal Requirements regulating data mining; and (h) any other Legal Requirement or regulation of any Governmental Authority which regulates kickbacks, physician self-referrals, patient or Government Payment Programs, Government Payment Program claims processing, medical record documentation requirements, the hiring of employees or acquisition of services or products from those who have been excluded from governmental health care programs, licensure, accreditation or any other aspect of providing health care applicable to the operations of Sellers.

(b) Since January 1, [2015], to the knowledge of Sellers, neither Sellers nor their Affiliates have received any subpoenas, demands or other notices from any Governmental Authority investigating, inquiring into or otherwise relating to any material violation of any law, including any Health Care Law and, to the knowledge of Sellers, Sellers are not under investigation by any Governmental Authority for a violation of any law, including any Health Care Law.

(c) Since January 1, [2015], to the knowledge of Sellers, there have been (i) no material statements of deficiencies filed against Sellers by the California Department of Public Health or the Centers for Medicare & Medicaid Services, or any other Governmental Authorities, and (ii) no penalties asserted against Sellers under California Health and Safety Code Section 1280.1, except as set forth and described (including status and resolution of any such statements of deficiencies) on Schedule 2.10(c).

(d) Sellers have never been denied approval (or asked to withdraw an application) to acquire control or licensure of a hospital or long-term care facility by a Governmental Authority, except as set forth on Schedule 2.10(d).

(e) To Sellers' knowledge, neither Sellers nor any officer, director, or managing employee of Sellers, have engaged or is engaging in any activities, which are cause for criminal or civil monetary penalties, refund obligations, fines, assessments or mandatory or permissive exclusion from any Government Payment Program. To Sellers' knowledge, neither Sellers, nor any officer, manager or employee of Sellers are currently excluded, debarred, suspended or otherwise ineligible to participate in any Government Payment Program, or has been convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a), nor, to Sellers' knowledge, are any such exclusions, sanctions or charges threatened or pending.

(f) Neither Sellers, nor any officer, director or employee of Sellers has now or in the past, been subject to or bound by a corporate integrity agreement with the United States Department of Health and Human Services Office of the Inspector General or other similar

agreement (*e.g.*, deferred prosecution agreement) with any Governmental Authority.

2.11 Environmental Matters.

(a) Sellers have provided Purchasers with the Phase I Environmental Site Assessments set forth in said Schedule 2.11(a).

(b) Except as disclosed in Schedule 2.11(b), the operations of the Hospitals are not in material violation of any applicable limitations, restrictions, conditions, standards, prohibitions, requirements and obligations of Environmental Laws and related orders of any court or any other Governmental Authority.

(c) Except as set forth on Schedule 2.11(c), there are no pending or, to the knowledge of Sellers, threatened actions, suits, claims, investigations, inquiries or proceedings by or before any court or any other Governmental Authority directed against Sellers that pertain or relate to (i) any material remedial obligations under any applicable Environmental Laws, (ii) material violations by Sellers of any Environmental Laws, or (iii) material personal injury or property damage claims relating to a release of or exposure to Hazardous Materials.

2.12 Title; All Assets. Prior to the Effective Date, Sellers have delivered at their own expense (i) for all the Real Property preliminary title reports issued by [_____]Title Company (the "**Title Commitments**"), (ii) for all of the Real Property all underlying title documents listed on the Title Commitments (the "**Underlying Title Documents**"), and (iii) for all of the Hospitals an as-built ALTA Surveys prepared by [_____] (the "**Surveys**", and collectively with the Title Commitment and the Underlying Title Documents, the "**Title Documents**").

2.13 Certain Other Representations with Respect to the Hospitals.

(a) All Licenses which are material to the operation of the Hospitals or the Hospitals by Sellers are valid and in good standing and Sellers are in compliance with the terms and conditions of all such Licenses in all material respects. Sellers have at all times had, presently have, and as of the Closing Date will have, any and all Licenses required under Legal Requirements to conduct the Hospitals as presently conducted and as currently proposed to be conducted by Sellers. To the knowledge of Sellers, no loss or expiration of any License is pending, threatened, or reasonably foreseeable. Sellers have all requisite Governmental Approvals to bill all Government Payment Programs that Sellers currently bill.

(b) Sellers are certified for participation in the Medicare, Medi-Cal and TRICARE programs and any other federal or state health care programs in which they participate, and have current and valid provider contracts with each such program, except where the failure to have such provider contracts would not have a Material Adverse Effect.

(c) Sellers have not been excluded from Medicare, Medi-Cal or any federal or state health care program, and there is no pending or, to the knowledge of Sellers, threatened exclusion action by a Governmental Authority against Sellers.

2.14 Brokers and Finders. Neither Sellers nor any officer or director thereof, have engaged or incurred any liability to any finder, broker or agent in connection with the Contemplated Transactions, except as set forth on Schedule 2.14.

2.15 Financial Statements.

(a) Schedule 2.15(a) hereto contains the following financial statements (along with the financial statements set forth on Schedule 2.15(a), collectively, the "Historical Financial Statements"): (i) the unaudited balance sheets of the [Sellers] as of [DATE]; (ii) unaudited income statements of the [Sellers] for the twelve-month periods ended [DATE]; (iii) the audited consolidated income statements of Sellers for the years ended [DATE]; and (iv) the unaudited consolidated balance sheet of Sellers as of [DATE]. The unaudited balance sheet as of [DATE] referred to in clause (a), above, is sometimes referred to herein as the "**Latest Balance Sheet**."

(b) the income statements contained in the Historical Financial Statements present, and contained in the Interim Financial Statements, as well as the Closing Balance Sheet, shall present, fairly in all material respects the results of the operations of the [Sellers] as of and for the periods covered therein and, except as set forth on Schedule 2.15(b), the balance sheets contained in the Historical Financial Statements present, and in the Interim Financial Statements and Closing Balance Sheet shall present, taken together as a whole, fairly in all material respects the financial condition of the [Sellers] as of the dates indicated thereon, in each case in accordance with GAAP.

2.16 Legal Proceedings. Except as set forth on Schedule 2.16, there are no material claims, proceedings or investigations pending or, to the knowledge of Sellers, threatened, with respect to the ownership of the Assets or the operation of the Hospitals or the Hospitals by Sellers before any Governmental Authority. Except as set forth on Schedule 2.16, Sellers are not subject to any Government Order with respect to the ownership or operation by Sellers of the Hospitals or the other Assets or the Hospitals. Except as set forth on Schedule 2.16(b), Sellers are in substantial compliance with respect to each Government Order.

2.17 Employee Benefits.

(a) Schedule 2.17(a) contains a list of (i) each pension, profit sharing, bonus, deferred compensation, or other retirement plan or arrangement of Sellers, whether oral or written, which constitutes an employee pension benefit plan within the meaning of Section 3(2) of ERISA (whether or not ERISA applies to such plan), (ii) each medical, health, disability, insurance or other plan or arrangement of Sellers' "controlled group" for purposes of Sections 4.4(b), (c), (m) or (o) of the Code or Section 302(d)(3) or 4001(b)(i) of ERISA ("**Controlled Group**"), whether oral or written, which constitutes an employee welfare benefit plan within the meaning of Section 3(1) of ERISA (whether or not ERISA applies to such plan), and (iii) each other material employee benefit, bonus, incentive, deferred compensation, severance, change in control, fringe benefit, performance or retention plan, in each case, that is maintained, contributed to or provided by Sellers and that covers any current or former officers, directors, employees, independent

contractors or consultants of Sellers (collectively, the "**Sellers' Plans**").

(b) Sellers have made available to Purchasers true, complete and correct copies of each Sellers' Plan and any amendments thereto (or, in the case of any unwritten Sellers' Plan, a true and reasonably complete description thereof), the most recent summary plan description for each Sellers' Plan for which such summary plan description is required (or otherwise a participant communication proving a summary of the plan terms), each trust agreement and group annuity contract relating to any Sellers' Plan, if applicable; the most recent determination letter received from the IRS to the extent that any Seller Plan is intended to be tax-qualified under Section 401(a) of the Code, the most recent estimate available to Sellers of any potential Multiemployer Plan withdrawal liability of Sellers and their Controlled Group members, and, in the case of any Seller Plan subject to ERISA, the three most recent Form 5500 annual reports, as filed.

(c) Except as otherwise provided on Schedule 2.17(c), to the knowledge of Sellers, Sellers do not have any direct or indirect, actual or contingent liability with respect to any Sellers' Plan, other than to make payments for contributions, premiums or benefits when due in the Ordinary Course of Business, all of which payments that are due having been made. The Hospitals are not subject to any lien under ERISA or the Code.

(d) Each Seller Plan has been administered in all material respects in accordance with the Code and all Legal Requirements (including any applicable prohibited transaction rules), and each Seller Plan has been operated in material compliance with its terms. To Sellers' knowledge, neither any Seller nor any members of Sellers' Controlled Group have improperly excluded any eligible employee from participation in any Seller Plan. Each Seller Plan that is intended to be tax-qualified under Sections 401(a) of the Code has received a determination or opinion letter from the IRS upon which it may rely and, to Sellers' knowledge, there are no currently existing circumstances that could reasonably result in revocation of any such qualification.

(e) Except as otherwise provided on Schedule 2.17(e), no Sellers' Plan provides retiree medical or other retiree welfare benefits to any person (other than health care continuation coverage as required by the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, or analogous state law).

(f) Other than for participation in the Multiemployer Plans, neither any Seller nor any member of Sellers' Controlled Group sponsors, contributes to, has an "obligation to contribute" (as defined in ERISA Section 4212) or has any liability with respect to a "multiemployer plan" (as defined in ERISA Sections 4001(a)(3) or 3(37)(A) or Section 414(f)) of the Code). With respect to each Multiemployer Plan, in its three (3) most recently completed plan years, there has not been a "contribution decline" or "partial cessation" (as each is defined in Section 4205 of ERISA) with respect to Sellers or any of their Controlled Group members.

(g) No Legal Proceeding has been instituted or, to Sellers' knowledge, threatened against or involving any Seller Plan (other than routine claims for benefits)and there are no actions, audits or claims pending or, to Sellers' knowledge, threatened against any Seller or

any Seller Plan with respect to the Seller Plans, other than routine claims for benefits, and no Seller Plan is under audit by the IRS or any other government entity, or, to Sellers' knowledge, under investigation by the IRS or any other governmental entity.

(h) No Seller has within the last six (6) years sponsored or contributed to or has or had any liability, whether voluntary, contingent or otherwise with respect to a defined benefit plan.

(i) Each agreement, contract or other arrangement to which the a Seller is a party that is a "nonqualified deferred compensation plan" subject to Section 409A of the Code has been maintained in all material respects in documentary and operational compliance with Section 409A of the Code and the regulations thereunder.

2.18 Personnel.

(a) Schedule 2.18(a) sets forth a complete list (as of the date set forth therein) of names, positions and current annual salaries or wage rates, bonus and other compensation or benefit arrangements, and the accrued paid time off pay of all employees of Sellers and its Affiliates immediately prior to the Effective Date, whether such employees are full time employees, part-time employees, on short-term or long-term disability or on leave of absence pursuant to Sellers's policies, the Family and Medical Leave Act of 1993 or other similar Legal Requirements (the "**Hospital Employees**") and indicating whether the Hospital Employee is full-time or part-time. Sellers shall have the right to update to Schedule 2.18(a) to reflect changes in employment status or new hires and terminations occurring after the Effective Date by providing a revised schedule to Purchase no later than five (5) Business Days before the date schedule for the Closing.

(b) Except as listed in Schedule 2.18(b), as of the date of this Agreement, there is no unfair labor practice complaint against Sellers pending, or to the knowledge of Sellers threatened, before the National Labor Relations Board with respect to the operation of the Hospitals that would have a Material Adverse Effect, and there is no labor strike, arbitration, dispute, slowdown or stoppage, and no union organizing campaign, pending or, to the knowledge of Sellers, threatened, by or involving the Hospitals Employees, that would have a Material Adverse Effect.

(c) Schedule 2.18(c) sets forth a complete list of the names and positions of all full-time Hospital Employees with respect to the operation of the Hospitals that have been laid-off or terminated during the ninety (90) calendar days immediately preceding the Effective Date. Sellers shall update Schedule 2.18(c) at Closing to reflect such terminations occurring during the ninety (90) calendar days immediately preceding the Closing Date.

(d) Except as provided in Schedule 2.18(d) to the knowledge of Sellers, since January 1, 2016 (i) Sellers have substantially complied with all applicable Legal Requirements relating to employee health and safety in all material respects and (ii) Sellers have not received any written notice from any Governmental Authority that past or present conditions of the Hospitals or the Assets violate any applicable Legal Requirements or otherwise will be made the

basis of any claim, proceeding, or investigation based on violations of the Occupational Safety and Health Act of 1970 or otherwise related to employee health and safety.

(e) Sellers shall make available to Purchasers copies of any written materials, including all side agreements and grievance settlement agreements delivered or received relating to Union representation of Union Employees. Sellers shall advise Purchasers of, and consult with Purchasers with regard to, the negotiation of any side letters of agreement to the Union Contracts and grievance settlement agreements entered into hereafter with respect to Union Employees, except in each case for negotiations occurring in the ordinary course of business, consistent with past customs and practices of Sellers ("**Ordinary Course of Business**") or as required by applicable Legal Requirements.

2.19 Insurance. Sellers maintain, and have maintained, without interruption, at all times during Sellers' ownership of the Hospitals prior to the Closing Date, self-insurance or policies or binders of insurance covering such risks and events, including personal injury, property damage, malpractice and general liability, to provide adequate and sufficient insurance coverage for the Assets and operation of the Hospitals. Schedule 2.19 contains a list of all such insurance maintained by Sellers with respect to the Assets and the operation of Sellers, including the Hospitals and the Hospitals, as of the Effective Date.

2.20 Accounts Receivable. To the knowledge of Sellers, all Sellers Accounts Receivable: (i) are reflected in the Financial Statements as of the date of the Latest Balance Sheet, (ii) result from the provision of products or services in the Ordinary Course of Business; (iii) are not subject to any recoupment or overpayment claim by any governmental or private third party payer or patient, except for such claims made in the Ordinary Course of Business; and (iv) subject to reserves maintained in the Ordinary Course of Business, are, on the date hereof, and unless paid prior to the Closing Date will be as of the Closing Date, materially current and collectible using commercially reasonable efforts in the Ordinary Course of Business. To the knowledge of Sellers, as of the Closing Date, no Person shall have any Encumbrance on Sellers Accounts Receivable or any part thereof (except for Permitted Exceptions), and no agreement for deduction, free goods, discount or other deferred price or quantity adjustment shall have been made with respect to any Sellers Accounts Receivable that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect. All Sellers Accounts Receivable are currently deposited, either electronically or manually, into the bank accounts listed on Schedule 4.25(b) (the "A/R Bank Accounts").

2.21 Payer Contracts. To the knowledge of Sellers, Schedule 2.21 sets forth a complete list of all written contracts with private third party payers including insurance companies and HMOs ("**Payer Contracts**"). Sellers have provided Purchasers with a true and correct copy of all Payer Contracts that involve annual revenues in excess of $50,000, whether or not entered into in the Ordinary Course of Business, or otherwise required to be disclosed on Schedule 2.21, in each case together with all amendments, waivers or other changes and modifications thereto. [Except as disclosed in Schedule 2.21, to Sellers' knowledge, (i) no Payer Contract required to be disclosed on Schedule 2.21 has been materially breached or canceled by the third party payer, including, but not limited to, any failure to make payments within the time and in the manner required under such Payer Contract, and to the knowledge of Sellers, there are no pending cancellations by any third party payer under any Payer Contract required to be disclosed on Schedule 2.21, (ii) no third party

payer has indicated in writing or orally to the Seller that it will modify the nature of the services that Sellers are obligated to provide, or that it desires to renegotiate its Payer Contract with Sellers, (iii) Sellers have performed all the obligations required to be performed by it in connection with the Payer Contracts required to be disclosed on Schedule 2.21 and is not in default under or in material breach of any Payer Contract required to be disclosed on the Schedule 2.21, and no event has occurred which with the passage of time or the giving of notice or both would result in a default or material breach thereunder, (iv) Seller has no present expectation or intention of not fully performing any obligation pursuant to any Payer Contract required to be set forth on Schedule 2.21, and (v) to Sellers' knowledge, each Payer Contract is legal, valid, binding, enforceable and in full force and effect and will continue as such following the Closing of the transactions contemplated hereby, subject to (1) applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect and (2) limitations on the enforcement of specific performance, injunctive relief, or other equitable remedies. Except as expressly set forth on Schedule 2.21, Sellers are not obligated to provide Sellers' products or services pursuant to any Payer Contract at fees or charges that would constitute a violation of any requirements under the Medicare or Medi-Cal programs, or any other program of any Governmental Authority.

2.22 Standards of Care. To the knowledge of Sellers, all services provided or arranged by Sellers have and shall have been, provided by duly licensed, certified or otherwise authorized professional personnel in accordance with (a) the generally accepted practices and standards prevailing in the applicable professional community at the time of treatment, (b) the provisions of the applicable Payer Contract, (c) Legal Requirements, and (d) the standards of any organization engaged in accrediting or certifying the Hospitals.

2.23 Medical Records. To the knowledge of Sellers, all medical records relating to Hospital services have been kept and maintained in accordance with (a) the generally accepted medical and surgical practices and standards prevailing in the applicable professional community at the time of treatment, (b) the provisions of the applicable Payer Contract or related program, (c) Legal Requirements, and (d) the standards of any organization engaged in accrediting or certifying the Hospitals.

2.24 Credentialing. To the knowledge of Sellers, all standards, policies and procedures for the credentialing and recredentialing of all Providers that provide or assist in the provision of services on behalf of Sellers, including Hospital services, have been kept and maintained in accordance with (a) the generally accepted medical and surgical practices and standards prevailing in the applicable professional community at the time, (b) the provisions of the applicable Payer Contract, (c) Legal Requirements, and (d) the standards of any organization engaged in accrediting or certifying the Hospitals.

2.25 Incentive Programs. To the knowledge of Sellers, the Hospitals have no contracts with a private third party payer or Provider that include any Provider incentive program that is in violation of Legal Requirements governing incentive payments to reduce care, including 42 U.S.C. § 1320a-7a(b) (Civil Monetary Penalties), 42 C.F.R. § 417.479 (Medicare HMOs or competitive medical plans), 42 C.F.R. § 422.208 (Medicare Advantage plans), 42 C.F. R. § 438.6 (Medicaid risk plans), and California Business & Professions Code § 511 or any similar common law.

2.26 Certain Payments. To the knowledge of Sellers, neither Sellers nor any director, officer or employee of Sellers, has directly or indirectly made any contribution, gift, or payment, to any Person, private or public, regardless of form, whether in money, property, or services that (i) was in material violation of any Legal Requirements, or (ii) was given in consideration of the referral of any patient to Sellers for the provision of Sellers' products or services, or (iii) was not recorded in the Records of Sellers.

2.27 Privacy Laws. Except as set forth in Schedule 2.27, to the knowledge of Sellers, Sellers have been and are materially in compliance with: (a) all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (as amended by the Health Information Technology for Economic and Clinical Health Act, Subtitle D of Title XIII of Division A of the American Recovery and Reinvestment Act of 2009) and the regulations promulgated thereunder (collectively, "**HIPAA**"), the California Confidentiality of Medical Information Act (Civil Code Section 56 et. seq.), and other Legal Requirements with respect to maintaining the privacy and security of health information; and (b) all Legal Requirements related to privacy and security of health information, including the regulations promulgated thereunder, to the extent not preempted by HIPAA (collectively, clauses (a) and (b) are the "Privacy Laws"). In the conduct of the Hospitals, to the knowledge of Sellers, Sellers have obtained any and all health information and data covered by the Privacy Laws in a manner that does not cause Sellers to materially violate the Privacy Laws, and Sellers have maintained, used and disseminated any and all such health information and data in material compliance with the Privacy Laws.

2.28 Investigations and Audits. Except as set forth on Schedule 2.28, to the knowledge of Sellers, there is no pending material: (a) investigation, audit, claim review, or other Action which is likely to result in a revocation, suspension, termination, probation, restriction, limitation, or non-renewal of Sellers' right to participate in any Governmental Payment Program, Payer Contract, or result in Hospital's exclusion from any Governmental Payment Program; (b) IRO or program integrity review which is likely to result in any recoupment on a Sellers Accounts Receivable, whether singly or in the aggregate; (c) voluntary disclosure by Sellers to the Office of the Inspector General of the United States Department of Health and Human Services, a Medicare fiscal intermediary or any Payer of a potential overpayment; (d) recoupment claim in revenues or expenses, whether singly or in the aggregate, in excess of $[_____]; or (e) healthcare survey report related to licensure or certification (including an annual or biannual Medicare or Medicaid certification survey report) which includes any material statement of deficiencies pertaining to Seller which to Seller's knowledge cannot be fully corrected prior to the Closing Date.

2.29 Excluded Individuals. Excluded Individuals. Except as set forth on Schedule 2.29, to the knowledge of Sellers, neither Sellers, Hospitals nor any director, officer or employee of Sellers or Hospitals (a) was, is or is proposed to be, suspended, excluded from participation in, or sanctioned under, any federal or state health care program (including, without limitation, Medicare and Medicaid) (an "**Excluded Individual**"); (b) has been convicted of any criminal offense related to the delivery of any medical or health care services or supplies, or related to the neglect or abuse of patients; (c) has failed to maintain its current License to provide the services required to be provided by it to or on behalf of Sellers and Hospitals; or (d) is unable to obtain or maintain liability insurance consistent with commercially reasonable industry practices.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF PURCHASER

As an inducement to Sellers to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Purchaser hereby represents, warrants and covenants to Sellers as to the following matters as of the Signing Date and, except as otherwise provided herein, shall be deemed to remake all of the following representations, warranties and covenants as of the Closing Date:

3.1 Authorization. Purchaser has full power and authority to enter into this Agreement and has full power and authority to perform its obligations hereunder and to carry out the transactions contemplated hereby. No additional internal consents are required in order for Purchaser to perform its obligations and agreements hereunder.

3.2 Binding Agreement. This Agreement has been duly and validly executed and delivered by Purchaser and, assuming due and valid execution by Sellers, this Agreement constitutes a valid and binding obligation of Purchaser enforceable in accordance with its terms subject to (a) applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect and (b) limitations on the enforcement of equitable remedies.

3.3 Organization and Good Standing. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of California, is or will be duly authorized to transact business in the State of California, and has full power and authority to own, operate and lease its properties and to carry on its business as now conducted.

3.4 No Violation. Except as set forth in **Schedule 3.4**, neither the execution and delivery by Purchaser of this Agreement nor the consummation of the transactions contemplated hereby nor compliance with any of the material provisions hereof by Purchaser will (a) violate, conflict with or result in a breach of any material provision of the Articles of Incorporation, Bylaws or other organizational documents of Purchaser or any contract, lease or other instrument by which Purchaser is bound; (b) require any approval or consent of, or filing with, any governmental agency or authority, (c) violate any law, rule, regulation, or ordinance to which Purchaser is or may be subject, (d) violate any judgment, order or decree of any court or other governmental agency or authority to which Purchaser is subject.

3.5 Brokers and Finders. Neither Purchaser nor any affiliate thereof nor any officer or director thereof has engaged any finder or broker in connection with the transactions contemplated hereunder.

3.6 Representations of Sellers. Purchaser acknowledges that it is purchasing the Assets on an "AS IS, WHERE IS" basis (as more particularly described in Section 1.12), and that Purchaser is not relying on any representation or warranty (expressed or implied, oral or otherwise) made on behalf of either Seller other than as expressly set forth in this Agreement. Purchaser further acknowledges that neither Seller is making any representations or warranties herein relating to the Assets or the operation of the Hospital on and after the Effective Time.

3.7 Legal Proceedings. Except as described on **Schedule 3.7**, there are no claims, proceedings or investigations pending or, to the best knowledge of Purchaser, threatened relating to or affecting Purchaser or any affiliate of Purchaser before any court or governmental body (whether judicial, executive or administrative) in which an adverse determination would materially adversely affect the properties, business condition (financial or otherwise) of Purchaser or any affiliate of Purchaser or which would adversely affect Purchaser's ability to consummate the transactions contemplated hereby. Neither Purchaser nor any affiliate of Purchaser is subject to any judgment, order, decree or other governmental restriction specifically (as distinct from generically) applicable to Purchaser or any affiliate of Purchaser which materially adversely affects the condition (financial or otherwise), operations or business of Purchaser or any affiliate of Purchaser or which would adversely affect Purchaser's ability to consummate the transactions contemplated hereby.

3.8 No Knowledge of a Seller's Breach. Neither Purchaser nor any of its affiliates has knowledge of any breach of any representation or warranty by either Seller or of any other condition or circumstance that would give Purchaser a right to terminate this Agreement pursuant to Section 9.1(c). If information comes to Purchaser's attention on or before the Closing Date (whether through a Seller or otherwise and whether before or after the Signing Date) which indicates that Sellers have breached any of its representations and warranties under this Agreement, then the effect shall be as if the representations and warranties had been modified in this Agreement in accordance with the actual state of facts existing prior to the Effective Time such that there will be no breach under Sellers' representations and warranties in relation to such information; *provided, however*, that Purchaser must immediately notify Sellers if any such breach comes to its attention on or before the Closing Date, and Purchaser's failure to so notify Sellers shall constitute a waiver by Purchaser of Sellers' breach, if any, of any representation or warranty. If any such information comes to Purchaser's attention on or before the Closing Date (whether through a Seller or otherwise, including through updated schedules, and whether before or after the Signing Date) that would give Purchaser a right to terminate this Agreement pursuant to Section 9.1(c), Purchaser must immediately notify Sellers if any such information comes to its attention on or before the Closing Date, and Purchaser's failure to so notify Sellers shall constitute a waiver of such right in relation to the relevant breach.

3.9 Ability to Perform. Purchaser has the ability to obtain funds in cash in amounts equal to the Purchase Price by means of credit facilities or otherwise and will at the Closing have immediately available funds in cash, which are sufficient to pay the Purchase Price and to pay any other amounts payable pursuant to this Agreement and to consummate the transactions contemplated by this Agreement.

3.10 Purchaser Knowledge. References in this Agreement to "Purchaser's knowledge" or "the knowledge of Purchaser" means the actual knowledge of the Chief Executive Officer, Chief Financial Officer or Chief Operating Officer of Purchaser, without independent research. No constructive or imputed knowledge shall be attributed to any such individual by virtue of any position held, relationship to any other Person or for any other reason.

3.11 Investigation. Purchaser has been afforded reasonable access to, and has been provided adequate time to review, the books, records, information, operations, facilities and personnel of each Seller and the Hospital for purposes of conducting a due diligence investigation

of each Seller and the Hospital. Purchaser has conducted a reasonable due diligence investigation of each Seller and the Hospital and has received satisfactory answers to all inquiries it has made respecting each Seller and the Hospital and has received all information it considers necessary to make an informed business evaluation of each Seller and the Hospital. In connection with its due diligence investigation of each Seller and the Hospital, Purchaser has not relied upon any books, records, information, operations, facilities and personnel provided by either Seller, including in making its determination to enter into this Agreement and/or consummate the transactions contemplated hereby.

ARTICLE 4

COVENANTS OF SELLERS

4.1 Access and Information; Inspections.

4.1.1 From the Signing Date through the Effective Time, (a) each Seller shall afford to the officers and agents of Purchaser (which shall include accountants, attorneys, bankers and other consultants and authorized agents of Purchaser) reasonable access during normal business hours at Seller's corporate headquarters in El Segundo, California to, and the right to inspect, the books, accounts, records and all other relevant documents and information with respect to the assets, liabilities and business of the Hospital of such Seller and the plant and property of the Hospital of such Seller at the Hospital of such Seller and (b) each Seller shall furnish Purchaser with such additional financial and operating data and other information in such Seller's possession as to businesses and properties of the Hospital of such Seller as Purchaser or its representatives may from time to time reasonably request; *provided, however*, that such Seller is not obligated to disclose information which is proprietary to such Seller and would not be essential to the ongoing operation of the Hospital of such Seller by Purchaser; *provided, further*, that all disclosures of information shall be consistent with the confidentiality agreements and any other non-disclosure agreements entered into (or to be entered into) among Purchaser, its representatives and such Seller. Purchaser's right of access and inspection shall be exercised in such a manner as not to interfere unreasonably with the operations of any Seller or the Hospital.

4.1.2 Notwithstanding anything contained herein, neither Seller shall be required to provide Purchaser or its representatives or agents access to or disclose information where such access or disclosure would violate the rights of its patients, jeopardize the attorney-client or similar privilege with respect to such information or contravene any law, judgment, fiduciary duty or contract entered into prior to or on the date of this Agreement with respect to such information.

4.2 Cooperation.

4.2.1 Each Seller shall reasonably cooperate with Purchaser and its authorized representatives and attorneys: (a) in Purchaser's efforts to obtain all consents, approvals, authorizations, clearances and licenses required to carry out the transactions contemplated by this Agreement (including, without limitation, those of governmental and regulatory authorities) or which Purchaser reasonably deems necessary or appropriate, (b) in the preparation of any document or other material which may be required by any governmental agency as a predicate to or result of the transactions contemplated in this Agreement, and (c) in Purchaser's efforts to

effectuate the assignment of Assumed Contracts to Purchaser as of the Closing Date. Except as may be otherwise requested by a Seller in order to comply with applicable law or regulatory guidance, notwithstanding anything contained herein, other than Bankruptcy Court orders and authorizations, it shall be Purchaser's sole responsibility (including payment of any fees, expenses, filings costs or other amounts) to obtain the Contract and Lease Consents, as well as all governmental consents, approvals, assignments, authorizations, clearances and licenses required to (x) carry out the transactions contemplated by this Agreement, including but not limited to medical licenses and/or (y) transfer any of the Assets, including any Licenses. To the extent Purchaser needs certain information and data which is in the possession of a Seller in order for Purchaser to complete Purchaser's license and permit approval applications, Purchaser shall receive, upon request, reasonable assistance from such Seller in connection with the provision of such information.

4.2.2 Notwithstanding any provision to the contrary contained in this Agreement, neither Seller shall be obligated to obtain the approval or consent to the assignment, to Purchaser, of any Assumed Contracts or Assumed Leases, from any party to any of the Assumed Contracts or Assumed Leases even if any such contract or lease states that it is not assignable without such party's consent.

4.3 Other Bidders. Purchaser expressly acknowledges and agrees that each Seller has an obligation to seek out and determine the best and highest offer reasonably available for such Seller's assets in accordance with the Bankruptcy Code, and nothing herein shall amend, modify, alter, diminish or affect such obligation.

4.4 Sellers' Efforts to Close. Each Seller shall use its reasonable commercial efforts to satisfy all of the conditions precedent set forth in ARTICLE 7 and ARTICLE 8 to its or Purchaser's obligations under this Agreement to the extent that such Seller's action or inaction can control or materially influence the satisfaction of such conditions; provided, however, that such Seller shall not be required to pay or commit to pay any amount to (or incur any obligation in favor of) any person (other than filing or application fees).

4.5 Termination Cost Reports. Each Seller shall file all Medicare, Medi-Cal and any other termination cost reports required to be filed as a result of the consummation of (a) the transfer of the Assets of such Seller to Purchaser and (b) the transactions contemplated by this Agreement with respect to such Seller, provided that Purchaser shall fund reasonable costs and expenses of preparation, filing and audit of such reports. Purchaser shall permit each Seller access to all Hospital books and records to prepare such reports and shall assist such Seller in the process of preparing, filing, and reviewing the termination cost reports. All such termination cost reports shall be filed by the applicable Seller in a manner that is consistent with current laws, rules and regulations. Each Seller shall be responsible for filing governmental cost reports for the period of [_____] through the Closing Date. Purchaser shall be responsible for its own cost report filings relating to the Hospital beginning on the day immediately following the Effective Time.

4.6 Conduct of the Business. From the Effective Date until the Closing, or the earlier termination of this Agreement, without the prior written consent of Purchaser, Sellers shall, with respect to the ownership of the Assets and the operation of the Hospitals, use commercially reasonable efforts to:

(a) carry on Sellers' ownership of the Assets and the operation of the Hospitals consistent with past practice;

(b) maintain in effect the insurance and equipment replacement coverage with respect to the Assets;

(c) pay any stay bonus agreed to prior to the Effective Date and provide reasonable compensation in the form of a stay bonus to certain key employees in order to retain such employees as Sellers deem necessary in order to effectively operate the Hospitals;

(d) except as otherwise permitted herein, administer its labor relations (including contract administration, grievances and arbitration, and collective bargaining) and employment matters in the Ordinary Course of Business;

(e) maintain the Assets and all parts thereof in materially the same condition as at present, ordinary wear and tear excepted, and make all normal, planned and budgeted capital expenditures related to the Assets, provided, that Sellers shall obtain the Purchaser's prior input regarding individual capital expenditures or additions to property, plant and equipment (or a series of related expenditures or additions) that exceed $[_____];

(f) continue to perform its obligations under all contracts with respect to the Assets;

(g) (i) maintain and preserve the business organization with respect to the Hospitals and the other Assets intact and (ii) maintain its relationships with physicians and medical staff, suppliers, customers and others having business relations with the Hospitals and the other Assets;

(h) permit and allow reasonable access by Purchaser and its representatives (which shall include the right to send written materials, all of which shall be subject to Sellers' reasonable approval prior to delivery) to make offers of post-Closing employment to any of Sellers' personnel (including access by Purchasers and their representatives for the purpose of conducting open enrollment sessions for Purchasers' employee benefit plans and programs) and to establish relationships with physicians, medical staff and others having business relations with Sellers;

(i) with respect to deficiencies, if any, cited by any Governmental Authority or accreditation body in the most recent surveys conducted by each, cure or develop and timely implement a plan of correction that is acceptable to any Governmental Authority or such accreditation body;

(j) timely file or cause to be filed all reports, notices and tax returns and the Assets required to be filed with any Governmental Authority, pay all required taxes as they come due, and take any other actions required to maintain tax- exempt status for each Seller that has historically held such status;

(k) comply in all material respects with all Legal Requirements (including Environmental Laws) applicable to the conduct and operation of the Hospitals;

(l) maintain all material approvals, permits and environmental permits relating to the Hospitals and the Assets in good standing; and

(m) obtain estoppels as reasonably requested by Purchasers.

ARTICLE 5

COVENANTS OF PURCHASER

5.1 Purchaser's Efforts to Close. Purchaser shall use its reasonable commercial efforts to satisfy all of the conditions precedent set forth in ARTICLE 7 and ARTICLE 8 to its or Sellers' obligations under this Agreement to the extent that Purchaser's action or inaction can control or materially influence the satisfaction of such conditions.

5.2 Required Governmental Approvals. Purchaser (a) shall use its best efforts to secure, as promptly as practicable before the Closing Date, all consents, approvals (or exemptions therefrom), authorizations, clearances and licenses required to be obtained from governmental and regulatory authorities in order to carry out the transactions contemplated by this Agreement and to cause all of its covenants and agreements to be performed, satisfied and fulfilled, and (b) will provide such other information and communications to governmental and regulatory authorities as either Seller or such authorities may reasonably request. Purchaser is responsible for all filings with and requests to governmental authorities necessary to enable Purchaser to operate the Hospital at and after the Effective Time. Purchaser shall, promptly, but no later than thirty (30) business days after the entry of the Sale Order or sooner if required by applicable governmental or regulatory authorities, file all applications, licensing packages and other similar documents with all applicable governmental and regulatory authorities which are a prerequisite to obtaining the material licenses, permits, authorizations and provider numbers described in Section 8.1. Purchaser shall be entitled, but not obligated, to obtain the Contract and Lease Consents. Purchaser shall be entitled, but not obligated, to solicit and obtain estoppel certificates from any third party to any Leased Real Property. Purchaser's failure to obtaining any or all of the Contract and Lease Consents or estoppel certificates as of the Closing Date shall not be a condition precedent to either party's obligation to close the transactions contemplated by this Agreement.

5.3 Certain Employee Matters.

(a) Purchaser agrees to make offers of employment, effective as of the Effective Time, to substantially all persons (whether such persons are full time employees, part-time employees, on short-term or long-term disability or on leave of absence, military leave or workers compensation leave) (the "**Hospital Employees**") who, immediately prior to the Effective time are: (i) employees of either Seller; (ii) employees of any affiliate of either Seller which employs individuals at the Hospital and are listed on **Schedule 5.3**; or (iii) employed by an affiliate of either Seller and are listed on **Schedule 5.3**. For the avoidance of doubt, the Hospital Employees shall not include any employees of Verity Health System of California, Inc. or any other affiliate of

Seller unless such individual is listed on **Schedule 5.3**. Any of the Hospital Employees who accept an offer of employment with Purchaser as of or after the Effective Time shall be referred to in this Agreement as the "Hired Employees." All employees who are Hired Employees shall cease to be employees of the applicable Seller or its affiliates as of the Closing Date.

(b) Purchaser shall give all Hired Employees full credit for paid time off pay to such employees as of the Closing Date, either by (i) crediting such employees the time off reflected in the employment records of the applicable Seller and/or any of its affiliates immediately prior to the Effective Time or (ii) by making full payments to such employees of the amounts which such employees would have received had they taken such paid time off.

(c) After the Closing Date, Purchaser's human resources department will give reasonable assistance to each Seller and its affiliates with respect to such Seller's and such Seller's affiliates' post-Closing administration of such Seller's and such Seller's affiliates' pre-Closing employee benefit plans for the Hospital Employees. Within five (5) days after the Closing Date, Purchaser shall provide to each Seller a list of all the Hospital Employees who were offered employment by Purchaser but refused such employment along with a list of all Hired Employees (which such list Purchaser shall periodically update).

(d) With respect to any collective bargaining agreements or labor contract with respect to any union employees, Purchaser shall comply with the applicable laws and bankruptcy court orders relating to collective bargaining agreements or labor contracts.

(e) The provisions of this Section 5.3 are solely for the benefit of the parties to this Agreement, and no employee or former employee or any other individual associated therewith or any employee benefit plan or trustee thereof shall be regarded for any purpose as a third party beneficiary of this Agreement, and nothing herein shall be construed as an amendment to any employee benefit plan for any purpose.

5.4 Excluded Assets. As soon as practicable after the Closing Date, Purchaser shall deliver to each Seller or such Seller's designee any Excluded Assets of such Seller found at the Hospital on and after the Effective Time, without imposing any charge on either Seller for Purchaser's storage or holding of same on and after the Effective Time.

5.5 Waiver of Bulk Sales Law Compliance. Purchaser hereby waives compliance by Sellers with the requirements, if any, of Article 6 of the Uniform Commercial Code as in force in any state in which the Assets are located and all other laws applicable to bulk sales and transfers.

5.6 Attorney General Filings. Promptly after entry of the Sale Order, each Seller and Purchaser shall cooperate in obtaining any required review and consent by the California Attorney General to the sale of the Purchased Assets to Purchaser in accordance with this Agreement and the Sale Order pursuant to Title 11, Chapter 15, Section 999.5 of the California Code of Regulations, including without limitation, preparing and submitting to the Attorney General a notice of the transactions contemplated by this Agreement within ten (10) calendar days after entry of the Sale Order, participating in any required Attorney General or public meetings, and negotiating any conditions proposed by the Attorney General for the consummation of such transactions.

5.7 Conduct Pending Closing. Prior to consummation of the transactions contemplated hereby or the termination or expiration of this Agreement pursuant to its terms, unless Sellers shall otherwise consent in writing, Purchaser shall not take any action or fail or omit to take any action which would cause any of Purchaser's representations and warranties set forth in ARTICLE 4 to be inaccurate or untrue as of the Closing.

5.8 Resale Certificate. Purchaser agrees to furnish to each Seller any resale certificate or certificates or other similar documents reasonably requested by such Seller to comply with or obtain an exemption from pertinent excise, sales and use tax laws.

5.9 Cure Costs. Purchaser, upon assumption, shall pay the Cure Costs for each Assumed Contract and Assumed Lease so that each such Assumed Contract and Assumed Lease may be assumed by the applicable Seller and assigned to Purchaser in accordance with the provisions of section 365 of the Bankruptcy Code. For purposes of this Agreement, "**Cure Costs**", means all amounts that must be paid and all obligations that otherwise must be satisfied, including pursuant to Sections 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the assumption and/or assignment of the Assumed Contracts and Assumed Leases to Purchaser as provided herein.

5.10 Operating Covenant. Purchaser shall act in good faith and use Purchaser's commercially reasonable efforts to serve the medical needs of the Hospital's service area.

5.11 **[HSR Filing. Purchaser and each Seller will as promptly as practicable, and in any event no later than five business days after the date of the Sale Order, file with the Federal Trade Commission and the Department of Justice the notification and report forms required for the transactions contemplated hereby and any supplemental information that may be reasonably requested in connection therewith pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), which notification and report forms and supplemental information will comply in all material respects with the requirements of the HSR Act. Purchaser shall pay all filing fees required with respect to the notification, report and other requirements of the HSR Act. Each of Purchaser and Sellers shall furnish to the other such information and assistance as the other shall reasonably requires in connection with the preparation and submission to, or agency proceedings by, any governmental authority under the HSR Act, and each of Purchaser and Sellers shall keep the other promptly apprised of any communications with, and inquires or requests for information from, such governmental authorities. Purchaser shall take such action (including divestitures or hold separate arrangements) as may be required by any governmental authority in order to resolve with the minimum practicable delay any objections such governmental authorities may have to the transactions contemplated by this Agreement under the HSR Act.]**

ARTICLE 6

SELLERS' BANKRUPTCY AND BANKRUPTCY COURT APPROVAL

6.1 Bankruptcy Court Approval. Overbid Protection and Break-Up Fee

(a) Sellers and Purchaser acknowledge that this Agreement and the sale of the Assets and the assumption and assignment of the Assumed Contracts and Assumed Leases are subject to Bankruptcy Court approval, and that this Agreement is subject to termination in the event either Seller receives a better and higher offer for such Seller's assets in accordance with the Bankruptcy Code and subject to the terms stated herein.

(b) Promptly following the execution of this Agreement by all parties, the Seller shall file a motion with the Bankruptcy Court, the content of which shall be subject to the reasonable approval by Purchaser, for entry of an order approving bid procedures and overbid protection containing the following terms and conditions:

(1) the Seller shall not accept any offer to sell the assets subject to this Agreement ("**Overbid**") to another purchaser ("**Overbidder**") unless that offer exceeds the Purchase Price by an amount sufficient to pay the Break-Up Fee;

(2) in the event the Seller accepts an Overbid, and Purchaser is not a Back-up Bidder, (a) the Deposit, and any interest earned thereon, shall be returned to Purchaser immediately upon the earlier of (i) Seller's execution of an agreement with the Overbidder, or (ii) the acceptance by Seller of such Overbid at any sale hearing or auction for the purchase of all or any of the assets subject to this Agreement, and (b) Purchaser shall be paid a break-up fee of five percent (5%) of the Purchase Price ($30,250,000.00) (the "**Break-Up Fee**") immediately upon the closing of the sale to the Overbidder;

(3) In the event the sale to the Overbidder and to any Back-Up Bidder, other than Purchaser, is terminated or fails to close, for any reason, within the period contemplated in the applicable purchase agreement, Purchaser shall have the option of proceeding with the purchase of the Assets pursuant to this Agreement for the Purchase Price, without further court proceedings, other than entry of a Sale Order, or consideration of any alternative offers, subject only to Purchaser's replacement of the Deposit;

If Seller fails to obtain Court approval for bid procedures and overbid protection containing the terms stated above, Purchaser shall have the right to terminate this Agreement, without recourse or liability, and Seller shall immediately return to Purchaser the Deposit and any interest earned thereon.

(c) Each Seller shall at the Sale Hearing exercise reasonable efforts to obtain a "Sale Order" approving this Agreement, subject to its obligations in respect of any better and higher offer for such Seller's assets in accordance with the Bankruptcy Code and subject to the terms stated herein. For purposes of this Agreement, the term "Sale Order" shall mean an order of the Bankruptcy Court authorizing the sale of the Assets (including the assumption and

assignment of the Assumed Contracts and Assumed Leases) to Purchaser consistent with this Agreement and in a form reasonably satisfactory to Purchaser.

(d) Each Seller agrees to proceed in good faith to obtain Bankruptcy Court approval of the sale contemplated herein with a determination that Purchaser is a good faith purchaser pursuant to Bankruptcy Code section 363(m) and to file such declarations and other evidence as may be required to support a finding of good faith.

(e) Each Seller shall seek an order from the Bankruptcy Court retaining jurisdiction over all matters relating to claims against such Seller as debtor solely in the Bankruptcy Court.

6.2 Appeal of Sale Order. In the event an appeal is taken or a stay pending appeal is requested from the Sale Order, Sellers shall immediately notify Purchaser of such appeal or stay request and shall provide to Purchaser promptly a copy of the related notice of appeal or order of stay. Sellers shall also provide Purchaser with written notice of any motion or application filed in connection with any appeal from either of such orders. In the event of an appeal of the Sale Order, Sellers shall be primarily responsible for drafting pleadings and attending hearings as necessary to defend against the appeal. In the event of an appeal, and unless the appeal is dismissed within 60 days of its filing, Purchaser shall have the option to terminate this Agreement, without recourse or liability, and upon such termination, Seller shall return the Deposit to Purchaser, including any interest earned thereon.

ARTICLE 7

CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS

Sellers' obligation to sell the Assets and to close the transactions as contemplated by this Agreement shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date unless specifically waived in writing by Sellers in whole or in part at or prior to the Closing:

7.1 Signing and Delivery of Instruments. Purchaser shall have executed and delivered all documents, instruments and certificates required to be executed and delivered pursuant to the provisions of this Agreement.

7.2 No Restraints. No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the transactions contemplated in this Agreement shall have been issued by any court of competent jurisdiction or any other governmental body and shall remain in effect on the Closing Date, and further, no governmental entity shall have commenced any action or suit before any court of competent jurisdiction or other governmental authority that seeks to restrain or prohibit the consummation of the transactions contemplated hereby.

7.3 Performance of Covenants. Purchaser shall have in all respects performed or complied with each and all of the obligations, covenants, agreements and conditions required to be performed or complied with by it on or prior to the Closing Date.

7.4 Governmental Authorizations. Purchaser shall have obtained all material licenses, permits and authorizations from governmental agencies or governmental bodies that are necessary or required for completion of the transactions contemplated by this Agreement, including reasonable assurances that any material licenses, permits and authorizations not actually issued as of the Closing will be issued following Closing (which may include oral assurances from appropriate governmental agencies or bodies).

7.5 Attorney General Approval. The California Attorney General shall have approved the transactions contemplated by this Agreement on terms and conditions and in form and substance acceptable to Purchaser in Purchaser's sole and absolute discretion.

7.6 Bankruptcy Court Approval. The Bankruptcy Court shall have entered the Sale Order.

7.7 **[HSR Act. The applicable waiting period under the HSR Act shall have expired or been earlier terminated.]**

ARTICLE 8

CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER

Purchaser's obligation to purchase the Assets and to close the transactions contemplated by this Agreement shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date unless specifically waived in writing by Purchaser in whole or in part at or prior to the Closing.

8.1 Governmental Authorizations. Purchaser shall have obtained licenses, permits and authorizations from governmental agencies or governmental bodies that are required for operation of the Hospital, except in such case where failure to obtain such license, permit or authorizations from a governmental agency or governmental body does not have a material adverse effect.

8.2 Bankruptcy Court Approval. The Bankruptcy Court shall have entered the Sale Order and made a finding that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code.

8.3 Signing and Delivery of Instruments. Sellers shall have executed and delivered all documents, instruments and certificates required to be executed and delivered pursuant to all of the provisions of this Agreement.

8.4 Performance of Covenants. Sellers shall have in all material respects performed or complied with each and all of the obligations, covenants, agreements and conditions required to be performed or complied with by Sellers on or prior to the Closing Date; *provided, however*, this condition will be deemed to be satisfied unless (a) Sellers were given written notice of such failure to perform or comply and did not or could not cure such failure to perform or comply within fifteen (15) business days after receipt of such notice and (b) the respects in which such obligations, covenants, agreements and conditions have not been performed have had or would more likely than not result in a material adverse effect on the Assets.

8.5 No Restraints. No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the transactions contemplated in this Agreement shall have been issued by any court of competent jurisdiction or any governmental body and shall remain in effect on the Closing Date, and further, no governmental entity shall have commenced any action or suit before any court of competent jurisdiction or other governmental authority that seeks to restrain or prohibit the consummation of the transactions contemplated hereby.

8.6 Attorney General Approval. The California Attorney General shall have approved the transactions contemplated by this Agreement on terms and conditions and in form and substance acceptable to Purchaser in Purchaser's sole and absolute discretion.

8.7 **[Medicare and Medi-Cal Provider Agreements. Following consultation with Purchaser, Seller shall have obtained agreements with the Medicare and Medi-Cal agencies with respect to the assumption and assignment of Seller's provider agreements with such agencies, which agreements shall be reasonably acceptable to Purchaser.]**

8.8 **[HSR Act. The applicable waiting period under the HSR Act shall have expired or been earlier terminated.]**

8.9 **[Collective Bargaining Agreements]**

ARTICLE 9

TERMINATION

9.1 Termination. This Agreement may be terminated at any time prior to Closing:

(a) by the mutual written consent of the parties;

(b) by Sellers if a material breach of this Agreement has been committed by Purchaser and such breach has not been (i) waived in writing by Sellers or (ii) cured by Purchaser to the reasonable satisfaction of Sellers within fifteen (15) business days after service by Sellers upon Purchaser of a written notice which describes the nature of such breach; *provided, however*, Sellers shall not be permitted to terminate this Agreement pursuant to this Section 9.1(b) if Sellers are also in material breach of this Agreement;

(c) by Purchaser if, in its sole and absolute discretion, it is not satisfied with the results of its due diligence examination of the Hospitals during the Final Diligence Period, and the Purchaser has notified Seller of its election to terminate the Agreement under this paragraph within five (5) business days following the end of the Final Diligence Period;

(d) by Purchaser if a material breach of this Agreement has been committed by Sellers and such breach has not been (i) waived in writing by Purchaser or (ii) cured by Sellers to the reasonable satisfaction of Purchaser within fifteen (15) business days after service by Purchaser upon Sellers of a written notice which describes the nature of such breach; *provided, however*, Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 9.1(d) if Purchaser is also in material breach of this Agreement;

(e) by Purchaser if satisfaction of any condition in ARTICLE 8 is or becomes impossible and Purchaser has not waived such condition in writing (provided that the failure to satisfy the applicable condition or conditions has occurred by reason other than (i) through the failure of Purchaser to comply with its obligations under this Agreement or (ii) Sellers' failure to provide their closing deliveries on the Closing Date as a result of Purchaser not being ready, willing and able to close the transaction on the Closing Date);

(f) by Sellers if any of the conditions in ARTICLE 7 have not been satisfied as of _____, or if satisfaction of any such condition in ARTICLE 7 is or becomes impossible and Sellers have not waived such condition in writing on or before _____ (provided that the failure to satisfy the applicable condition or conditions has occurred by reason other than (i) through the failure of Sellers to comply with their obligations under this Agreement or (ii) Purchaser's failure to provide its closing deliveries on the Closing Date as a result of Sellers not being ready, willing and able to close the transaction on the Closing Date);

(g) by either Purchaser or Sellers if the Bankruptcy Court enters an order dismissing the Bankruptcy Case or fails to approve the sale of the Assets to Purchaser; or

(h) by Sellers if, in connection with the Bankruptcy Case, either Seller receives a better and higher offer for such Seller's assets in accordance with the Bankruptcy Code, and in accordance with the provisions of Article 6 hereof;

(i) by either Purchaser or Sellers if the Closing has not occurred (other than through the failure of any party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before _____ (the "**Termination Date**"). The Termination Date may be extended to _____ by mutual consent of the Sellers and Purchaser.

9.2 Termination Consequences. If this Agreement is terminated pursuant to Section 9.1: (a) all further obligations of the parties under this Agreement shall terminate and Seller shall immediately return the Deposit to Purchaser, with all interest earned thereon, provided that the provisions of ARTICLE 12, shall survive, and (b) each party shall pay the costs and expenses incurred by it in connection with this Agreement; provided, in the case of any termination based on Sections 9.1(b) or (c), the consequences of such termination shall be determined in accordance with ARTICLE 11 hereof. Each Party acknowledges that the agreements contained in this Section 9.2 are an integral part of the transactions contemplated by this Agreement, that without these agreements such Party would not have entered into this Agreement.

ARTICLE 10

POST-CLOSING MATTERS

10.1 Excluded Assets.

Subject to Section 10.2 hereof, any Excluded Asset (or proceeds thereof) (a) pursuant to the terms of this Agreement, (b) as otherwise determined by the parties' mutual written agreement or (c) absent such agreement, as determined by adjudication by the Bankruptcy Court,

which comes into the possession, custody or control of Purchaser (or its respective successors-in-interest, assigns or affiliates) shall, within five (5) business days following receipt, be transferred, assigned or conveyed by Purchaser (and its respective successors-in-interest, assigns and affiliates) to the applicable Seller. Purchaser (and its respective successors-in-interest, assigns and affiliates) shall have neither the right to offset amounts payable to either Seller under this Section 10.1 against, nor the right to contest its obligation to transfer, assign and convey to either Seller because of, outstanding claims, liabilities or obligations asserted by Purchaser against either Seller. If Purchaser does not remit any monies included in the Excluded Assets (or proceeds thereof) to the applicable Seller in accordance with the first sentence of this Section 10.1, such withheld funds shall bear interest at the Prime Rate in effect on the calendar day upon which such payment was required to be made to Seller (the "**Excluded Asset Due Date**") plus five percent (5%) (or the maximum rate allowed by law, whichever is less), such interest accruing on each calendar day after the Excluded Asset Due Date until payment of the Excluded Assets and all interest thereon is made to the applicable Seller.

10.2 Preservation and Access to Records After the Closing.

(a) From the Closing Date until seven (7) years after the Closing Date or such longer period as required by law (the "**Document Retention Period**"), Purchaser shall keep and preserve all medical records, patient records, medical staff records and other books and records which are among the Assets as of the Effective Time, but excluding any records which are among the Excluded Assets. Purchaser will afford to the representatives of Sellers, any of their affiliates, the Official Committee of the Unsecured Creditors of the Sellers, Sellers' estate representative or any liquidating trustee of the Sellers' bankruptcy estate ("**Seller Parties**"), including their counsel and accountants, full and complete access to, and copies (including, without limitation, color laser copies) of, such records with respect to time periods prior to the Effective Time (including, without limitation, access to records of patients treated at the Hospital prior to the Effective Time) during normal business hours after the Effective Time, to the extent reasonably needed by any Seller Party for any lawful purpose. Purchaser acknowledges that, as a result of entering into this Agreement and operating the Hospital, it will gain access to patient records and other information which are subject to rules and regulations concerning confidentiality. Purchaser shall abide by any such rules and regulations relating to the confidential information it acquires. Purchaser shall maintain the patient and medical staff records at the Hospital in accordance with applicable law and the requirements of relevant insurance carriers. After the expiration of the Document Retention Period, if Purchaser intends to destroy or otherwise dispose of any of the documents described in this Section 10.2(a), Purchaser shall provide written notice to Sellers of Purchaser's intention no later than forty-five (45) calendar days prior to the date of such intended destruction or disposal. Any of the Seller Parties shall have the right, at its sole cost, to take possession of such documents during such forty-five (45) calendar day period. If any of the Seller Parties does not take possession of such documents during such forty-five (45) calendar day period, Purchaser shall be free to destroy or otherwise dispose of such documentation upon the expiration of such forty-five (45) calendar day period.

(b) Provided that Purchaser shall not incur any out of pocket costs, Purchaser shall give full cooperation to the Seller Parties and their insurance carriers in connection with the administration of Sellers' estate, including, without limitation, in connection with all claims, actions, causes of action or audits relating to the Excluded Assets, Excluded Liabilities or pre-

Closing operation of the Sellers or the Hospital that any Seller Party may elect to pursue, dispute or defend, in respect of events occurring prior to the Effective Time with respect to the operation of the Hospital. Such cooperation shall include, without limitation, making the Hired Employees available for interviews, depositions, hearings and trials and other assistance in connection with the administration of Sellers' estate and such cooperation shall also include making all of its employees available to assist in the securing and giving of evidence and in obtaining the presence and cooperation of witnesses (all of which shall be done without payment of any fees or expenses to Purchaser or to such employees); provided that Purchaser shall not be required to incur any out of pocket costs in association therewith. In addition, Sellers and their affiliates shall be entitled to remove from the Hospital originals of any such records, but only for purposes of pending litigation involving the persons to whom such records refer, as certified in writing prior to removal by counsel retained by Sellers or any of their affiliates in connection with such litigation. Any records so removed from the Hospital shall be promptly returned to Purchaser following Sellers' or their applicable affiliate's use of such records.

(c) In connection with (i) the transition of the Hospital pursuant to the transaction contemplated by this Agreement, (ii) Sellers' rights to the Excluded Assets, (iii) in connection with any claim, audit, or proceeding, including, without limitation, any tax claim, audit, or proceeding and (iv) the Sellers' obligations under the Excluded Liabilities, Purchaser shall after the Effective Time give Sellers access during normal business hours to Purchaser's books, personnel, accounts and records and all other relevant documents and information with respect to the assets, liabilities and business of the Hospital as representatives of Sellers and their affiliates may from time to time reasonably request, all in such manner as not to unreasonably interfere with the operations of the Hospital.

(d) Purchaser and its representatives shall be given access by Sellers during normal business hours to the extent reasonably needed by Purchaser for business purposes to all documents, records, correspondence, work papers and other documents retained by Sellers pertaining to any of the Assets prior to the Effective Time (excluding confidential employee information, privileged materials and patient records), all in such manner as to not interfere unreasonably with Sellers. Such documents and other materials shall be, at Sellers' option, either (i) copied by Sellers for Purchaser at Purchaser's expense, or (ii) removed by Purchaser from the premises, copied by Purchaser and promptly returned to Sellers.

(e) Purchaser shall comply with, and be solely responsible for, all obligations under the Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 with respect to the operation of the Hospital on and after the Effective Time.

(f) Purchaser shall cooperate with Sellers, on a timely basis and as reasonably requested by Sellers, in connection with the provision of all data of the Hospital and other information required by Sellers for reporting to HFAP for the remainder of the quarterly period in which the Closing has occurred.

(g) To the maximum extent permitted by law, if any Person requests or demands, by subpoena or otherwise, any documents relating to the Excluded Liabilities or Excluded Assets, including without limitation, documents relating to the operations of any of the

Hospital or any of the Hospital's committees prior to the Effective Time, prior to any disclosure of such documents, Purchaser shall notify Sellers and shall provide Sellers with the opportunity to object to, and otherwise coordinate with respect to, such request or demand.

(h) **[Provision of Benefits of Certain Contracts. Notwithstanding anything contained herein to the contrary, this Agreement shall not constitute an agreement to assign any Assumed Contract or Assumed Lease, if, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, an attempted assignment thereof, without the consent of the third party thereto, would constitute a breach thereof or in any way negatively affect the rights of Sellers or Purchaser, as the assignee of such Assumed Contract or Assumed Lease, as the case may be, thereunder. If, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, such consent or approval is required but not obtained, Sellers will cooperate with Purchaser in any reasonable arrangement designed to both (a) provide Purchaser with the benefits of or under any such Assumed Contract or Assumed Lease, and (b) cause Purchaser to bear all costs and obligations of or under any such Assumed Contract or Assumed Lease. Further, notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Account Receivable the assignment of which is either prohibited by law or by the terms of any contract with a payor without the consent of such payor. Any payments received by Sellers after the Closing Date from patients, payors, clients, customers, or others who are the obligors on Accounts Receivables transferred to Purchaser as a part of the Assets on the Closing Date shall be paid over to Purchaser within ten (10) business days after receipt by Seller.]**

10.3 Closing of Financials. Provided that Purchaser shall not incur any out of pocket costs, Purchaser shall cause the individual acting as the chief financial officer of the Hospital after the Effective Time (the "**Post-Effective Time CFO**") to cooperate with Sellers' representatives in order to complete the standardized closing of Sellers' financial records through the Closing Date including, without limitation, the closing of general ledger account reconciliations (collectively, the "**Closing of Financials**"). Purchaser shall cause the Post-Effective Time CFO to use his or her good faith efforts to cooperate with Sellers' representatives in order to complete the Closing of Financials by no later than the date which is thirty (30) calendar days after the Closing Date. The Post-Effective Time CFO and other appropriate personnel shall be reasonably available to Sellers for a period of no less than one hundred eighty (180) calendar days after the Closing Date to assist Sellers in the completion of Sellers' post-Closing audit, such assistance not to interfere unreasonably with such Post-Effective Time CFO's other duties.

10.4 Medical Staff. To ensure continuity of care in the community, Purchaser agrees that the Hospital's medical staff members in good standing as of the Effective Time shall maintain medical staff privileges at the Hospital as of the Effective Time. On and after the Effective Time, the medical staff will be subject to the Hospital's Medical Staff Bylaws then currently in effect, provided that such Bylaws are in compliance with all applicable laws and regulations and contain customary obligations.

ARTICLE 11

DEFAULT, TAXES AND COST REPORTS

11.1 Purchaser Default. If Purchaser commits any material default under this Agreement, Sellers shall be entitled to retain the Deposit, and Sellers may, in addition thereto, pursue any rights or remedies that Sellers may have under this Agreement or applicable law, including the right to sue for damages or specific performance.

11.2 Seller Default. If Sellers commit any material default under this Agreement, Purchaser shall have the right to demand and receive a refund of the Deposit, and Purchaser may, in addition thereto, pursue any rights or remedies that Purchaser may have under applicable law, including the right to sue for damages or specific performance.

11.3 Tax Matters; Allocation of Purchase Price.

(a) After the Closing Date, the parties shall cooperate fully with each other and shall make available to each other, as reasonably requested, all information, records or documents relating to tax liabilities or potential tax liabilities attributable to Sellers with respect to the operation of the Hospital for all periods prior to the Effective Time and shall preserve all such information, records and documents at least until the expiration of any applicable statute of limitations or extensions thereof. The parties shall also make available to each other to the extent reasonably required, and at the reasonable cost of the requesting party (for out-of-pocket costs and expenses only), personnel responsible for preparing or maintaining information, records and documents in connection with tax matters and as Sellers reasonably may request in connection with the completion of any post-Closing audits of the Hospital.

(b) Within 20 days after the Signing Date, Purchaser shall deliver to Sellers for Sellers' review a schedule setting forth the allocation of the Purchase Price (including any liabilities that are considered to be an increase to the Purchase Price for United States federal income Tax purposes) among the Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (such schedule, as may be amended as contemplated below in this Section 11.3(b), the "**Allocation Schedule**"). The Allocation Schedule shall be deemed final and binding upon the parties upon Sellers' approval thereof, which approval shall not be unreasonably withheld or delayed. The parties shall cooperate in good faith to finalize the Allocation Schedule within 10 days after delivery of the initial draft of the schedule by Purchaser to Sellers. If within such 10 day period (or such other period as the parties may agree), the parties are unable to reach agreement on a final Allocation Schedule, the Allocation Schedule submitted by Purchaser shall become effective. The parties shall refrain from taking any position that is inconsistent with the Allocation Schedule.

11.4 Cost Report Matters.

(a) Consistent with Section 4.5, Sellers shall, at Purchaser's expense, prepare and timely file all cost reports relating to the periods ending prior to the Effective Time or required as a result of the consummation of the transactions described in this Agreement, including, without

limitation, those relating to Medicare, Medicaid, and other third party payors which settle on a cost report basis (the "**Seller Cost Reports**").

(b) Upon reasonable notice and during normal business office hours, Purchaser will cooperate reasonably with Sellers in regard to Sellers' preparation and filing of the Seller Cost Reports. Such cooperation shall include, at no cost to Sellers, obtaining access to files at the Hospital and Purchaser's provision to Sellers of data and statistics, and the coordination with Sellers pursuant to reasonable notice of Medicare and Medicaid exit conferences or meetings. Sellers shall have no obligations after the Effective Time with respect to Seller Cost Reports except for preparation and filing thereof.

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.1 Further Assurances and Cooperation. Sellers shall execute, acknowledge and deliver to Purchaser any and all other assignments, consents, approvals, conveyances, assurances, documents and instruments reasonably requested by Purchaser at any time and shall take any and all other actions reasonably requested by Purchaser at any time for the purpose of more effectively assigning, transferring, granting, conveying and confirming to Purchaser, the Assets. After consummation of the transaction contemplated in this Agreement, the parties agree to cooperate with each other and take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement, the documents referred to in this Agreement and the transactions contemplated hereby.

12.2 Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto; *provided, however,* that no party hereto may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other parties.

12.3 Governing Law; Venue. This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of California (without giving effect to the principles of conflicts of laws thereof), except to the extent that the laws of such State are superseded by the Bankruptcy Code or other applicable federal law. For so long as Sellers are subject to the jurisdiction of the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. The parties hereby consent to the jurisdiction of such court and waive their right to challenge any proceeding involving or relating to this Agreement on the basis of lack of jurisdiction over the Person or forum non conveniens.

12.4 Amendments. This Agreement may not be amended other than by written instrument signed by the parties hereto.

12.5 Exhibits, Schedules and Disclosure Schedule. The Disclosure Schedule and all exhibits and schedules referred to in this Agreement shall be attached hereto and are incorporated by reference herein. From the Signing Date until the Closing, the parties agree that Sellers may

update the Disclosure Schedule as necessary upon written notice to Purchaser, and the applicable representation and warranty shall thereafter be deemed amended for all purposes by such updated Disclosure Schedule. Notwithstanding the foregoing, should any exhibit or schedule not be completed and attached hereto as of the Signing Date, Sellers and Purchaser shall promptly negotiate in good faith any such exhibit or schedule, which exhibit or schedule must be acceptable to each of Sellers and Purchaser in their reasonable discretion prior to being attached hereto. Any matter disclosed in this Agreement or in the Disclosure Schedule with reference to any Section of this Agreement shall be deemed a disclosure in respect of all sections to which such disclosure may apply. The headings, if any, of the individual sections of the Disclosure Schedule are provided for convenience only and are not intended to affect the construction or interpretation of this Agreement. The Disclosure Schedule is arranged in sections and paragraphs corresponding to the numbered and lettered sections and paragraphs of Article III merely for convenience, and the disclosure of an item in one section of the Disclosure Schedule as an exception to a particular representation or warranty shall be deemed adequately disclosed as an exception with respect to all other representations or warranties to the extent that the relevance of such item to such representations or warranties is reasonably apparent on the face of such disclosure, notwithstanding the presence or absence of an appropriate section of the Disclosure Schedule with respect to such other representations or warranties or an appropriate cross reference thereto.

12.6 Notices. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by telegraphic or other electronic means (including facsimile) or overnight courier, or five (5) calendar days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

If to Sellers:
Verity Health System of California, Inc.
2040 East Mariposa St.
El Segundo, CA 90245
Attention: Rich Adcock, CEO
Telephone: 424-367-0630

With a copies to:
(which copies shall not constitute notice)
Dentons US LLP
601 South Figueroa St., Suite 2500
Los Angeles, CA 90017-5704
Attention: Samuel R. Maizel, Esq.
Telephone: 213-892-2910
Facsimile: 213-623-9924

If to Purchaser:

Attention:
Telephone:
Facsimile:

and fees of their respective attorneys, accountants, advisors, agents and other representatives, incidental to the preparation and carrying out of this Agreement, whether or not the transactions contemplated hereby are consummated. The parties expressly agree that (a) all sales, transfer, documentary transfer and similar taxes, fees, surcharges and the like in connection with the sale of the Assets shall be borne by Purchaser. If any action is brought by any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its court costs and reasonable attorneys' fees.

12.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on all of the parties hereto. The parties agree that facsimile copies of signatures shall be deemed originals for all purposes hereof and that a party may produce such copies, without the need to produce original signatures, to prove the existence of this Agreement in any proceeding brought hereunder.

12.14 Entire Agreement. This Agreement, the Disclosure Schedule, the exhibits and schedules, and the documents referred to in this Agreement contain the entire understanding between the parties with respect to the transactions contemplated hereby and supersede all prior or contemporaneous agreements, understandings, representations and statements, oral or written, between the parties on the subject matter hereof (the "**Superseded Agreements**"), which Superseded Agreements shall be of no further force or effect.

12.15 No Waiver. Any term, covenant or condition of this Agreement may be waived at any time by the party which is entitled to the benefit thereof but only by a written notice signed by the party expressly waiving such term or condition. The subsequent acceptance of performance hereunder by a party shall not be deemed to be a waiver of any preceding breach by any other party of any term, covenant or condition of this Agreement, other than the failure of such other party to perform the particular duties so accepted, regardless of the accepting party's knowledge of such preceding breach at the time of acceptance of such performance. The waiver of any term, covenant or condition shall not be construed as a waiver of any other term, covenant or condition of this Agreement.

12.16 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstance shall be held to be invalid or unenforceable to any extent in any jurisdiction, then the remainder of this Agreement and the application of such term, provision, condition or covenant in any other jurisdiction or to persons or circumstances other than those as to whom or which it is held to be invalid or unenforceable, shall not be affected thereby, and each term, provision, condition and covenant of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.17 Time is of the Essence. Time is of the essence for all dates and time periods set forth in this Agreement and each performance called for in this Agreement.

[REMAINDER OF PAGE IS BLANK]

IN WITNESS WHEREOF, this Agreement has been entered into as of the day and year first above written.

PURCHASER:

Signature By:_____
Print Name:_____
Title:_____
Date:_____

Sellers:

Signature By:_____
Print Name:_____
Title:_____
Date:_____

Signature By:_____
Print Name:_____
Title:_____
Date:_____

Title 11, California Code of Regulations, § 999.5(d)(2)(D)

Exhibit 7

From: Mike Heather (PHS) <MHeather@primehealthcare.com>
Sent: Wednesday, December 5, 2018 9:41 AM
To: Moloney, Jim <JMoloney@cainbrothers.com>; Project Phoenix <project_phoenix@keybank.com>
Cc: Joel Richlin (PHS) <JRichlin@primehealthcare.com>
Subject: Verity/Prime APA + Bidding Procedures Documents

Hi Jim/Team Phoenix ...

Clean and Redlines of the APA and Bidding Procedures documents attached.

We're still evaluating how we might be helpful on the bridge loan ask.

And we did also speak with Sam and Tania after the Verity Board meeting yesterday, so we're updated on that front. Sam suggested we speak with BRG and Verity CFO today, to get a better understanding of the cash projection and shortfall you're trying to solve for (plus the actual projection itself).

Are you around this morning/today to discuss briefly?

Thx,
Mike
714.814.5444
909.235.4332

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ASSET PURCHASE AGREEMENT

By and Among

Prime Healthcare Services, Inc., a Delaware corporation

("Purchaser")

and

St. Francis Medical Center, a California nonprofit public benefit corporation,
St. Vincent Medical Center, a California nonprofit public benefit corporation,
Seton Medical Center, a California nonprofit public benefit corporation,
Verity Holdings, LLC, a California limited liability company and
Verity Health System of California, Inc., a California nonprofit public benefit corporation

(collectively, "Sellers")

Dated: December ____, 2018

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "**Agreement**") is made and entered into as of the [redacted] day of December, 2018 (the "**Signing Date**") by and among ST. FRANCIS MEDICAL CENTER, a California nonprofit public benefit corporation ("**St. Francis Medical Center**"), ST. VINCENT MEDICAL CENTER, a California nonprofit public benefit corporation ("**St. Vincent Medical Center**"), SETON MEDICAL CENTER, a California nonprofit public benefit corporation ("**Seton**" and together with St. Francis Medical Center and St. Vincent Medical Center, collectively, the "**Hospital Sellers**"), VERITY HOLDINGS, LLC, a California limited liability company ("**Verity Holdings**"), and VERITY HEALTH SYSTEM OF CALIFORNIA, INC., a California nonprofit public benefit corporation ("**Verity Health**", and together with St. Francis Medical Center, St. Vincent Medical Center, Seton and Verity Holdings, each individually "**Seller**" and collectively, "**Sellers**"), on the one hand, and PRIME HEALTHCARE SERVICES, INC., a Delaware corporation ("**Purchaser**"), on the other hand.

RECITALS

A. St. Francis Medical Center engages in the business of owning and operating (1) a general acute care hospital known as St. Francis Medical Center located at 3630 E. Imperial Highway, Lynwood, California 90262, which includes a hospital pharmacy, laboratory and emergency department, and (2) the medical office buildings and clinics identified on **Schedule A** including properties owned by affiliates as shown on **Schedule A** (collectively, the "**St. Francis Medical Center Hospital**").

B. St. Vincent Medical Center engages in the business of owning and operating (1) a general acute care hospital known as St. Vincent Medical Center located at 2131 West Third St., Los Angeles, California 90057, which includes a hospital pharmacy, laboratory and emergency department, and (2) the medical office buildings and clinics identified on **Schedule A** including properties owned by affiliates as shown on **Schedule A** (collectively, the "**St. Vincent Medical Center Hospital**").

C. Seton engages in the business of the operation of two general acute care hospitals under a single license, consisting of: (i) the hospital known as Seton Medical Center, located at 1900 Sullivan Avenue, Daly City, CA 94015, including the hospital pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics owned or operated by Seton identified on **Schedule A** including properties owned by affiliates to the extent such properties are listed on **Schedule A** (collectively, the "**Seton Hospital**") and (ii) the hospital known as Seton Medical Center Coastside, located at 600 Marine Blvd, Moss Beach, CA 94038, including the hospital pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics owned or operated by Seton identified on **Schedule A** including properties owned by affiliates to the extent such properties are listed on **Schedule A** (collectively, the "**Seton Coastside Hospital**" and together with the St. Francis Medical Center Hospital, the St. Vincent Medical Center Hospital and the Seton Hospital, the "**Hospitals**").

D. Verity Holdings engages in the business of owning certain medical office buildings and properties identified on **Schedule A** that are used by Sellers in connection with the operation of the Hospitals.

E. Verity Health is the sole corporate member of St. Francis Medical Center, St. Vincent Medical Center and Seton.

F. Purchaser desires to purchase from Sellers, and Sellers desire to sell to Purchaser, the assets described in Section 1.7 below (the "**Assets**") owned by Sellers and used with respect to the operation of their respective Hospitals (the "**Businesses**"), for the consideration and upon the terms and conditions contained in this Agreement.

G. Sellers each filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") with the United States Bankruptcy Court for the Central District of California, Los Angeles Division (the "**Bankruptcy Court**"), commencing lead Case No. 2:18-bk-20151, jointly administered with their affiliates (the "**Bankruptcy Cases**"), and the Bankruptcy Court entered or is expected to enter an order approving procedures in connection with the sale of the Sellers' Assets ("**Bidding Procedures Order**"), Docket No. _____, which requests that the Bankruptcy Court enter a "**Sale Order**" following an auction and selection of a successful bidder.

H. The parties intend to effectuate the transactions contemplated by this Agreement through a sale of the Assets approved by the Bankruptcy Court pursuant to Section 363 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained in this Agreement, and for their mutual reliance and incorporating into this Agreement the above recitals, the parties hereto agree as follows:

ARTICLE 1

SALE AND TRANSFER OF ASSETS; CONSIDERATION; CLOSING

1.1 Purchase Price

.

(a) Subject to the terms and conditions of this Agreement, the purchase price ("**Purchase Price**") shall consist of the following:

(i) Cash payment by Purchaser to Sellers (the "**Cash Consideration**") of Four Hundred Million Dollars ($400,000,000), which shall be payable Three Hundred Twenty-Five Million Dollars ($325,000,000) to St. Francis Medical Center, Fifty-Five Million Dollars ($55,000,000) to St. Vincent Medical Center, Twenty Million Dollars ($20,000,000) to Seton for Seton Hospital and Seton Coastside Hospital; *plus*

(ii) Assumption of Hospital Sellers' accrued vacation and other paid time off as of the Closing (which as of August 31, 2018 had an aggregate value of Twenty-Five Million Four Hundred Thousand Dollars ($25,400,000) (valued at Ten Million Two Hundred Thousand Dollars ($10,200,000) for St. Francis Medical Center, Six Million One Hundred Thousand Dollars ($6,100,000) for St. Vincent Medical Center, Eight Million One Hundred Thousand Dollars ($8,100,000) for Seton Hospital and One Million Dollars ($1,000,000) for Seton Coastside Hospital)); *plus*

(iii) Assumption of Forty Million Dollars ($40,000,000) of indebtedness of Seton as Obligated Party and Property Owner under the (i) Agreement to Pay Assessment and Finance Improvements dated May 17, 2017 with California Statewide Communities Development Authority ("**CSCDA**") and (ii) Agreement to Pay Assessment and Finance Improvements dated May 18, 2017 with CSCDA (collectively the "Special Assessments") each associated with of the Property Assessed Clean Energy ("**PACE**") (seismic and clean energy) loans (collectively the "**PACE Obligations**"); *plus*

(iv) Payment of Cure Costs (as defined below) associated with any Assumed Leases and/or Assumed Contracts as determined in accordance with Section 1.11 and Section 5.8, including but not limited to the Cure Costs for the Assumed Leases and/or Assumed Contracts identified on **Schedule 1.1(a)(iv)**, and assumption of the other Assumed Obligations (as defined below); *plus*

(v) Purchaser's agreement to exclude the Hospital Quality Assurance Fee Program payments, as set forth in Section 1.8(x), which is valued at One Hundred Seventy Million Dollars ($170,000,000).

(b) Purchaser (i) is acquiring the Assets and (ii) is only assuming (x) the PACE Obligations and (y) the Assumed Obligations (as defined below).

(c) At the Closing, Purchaser shall pay to Sellers, by wire transfer of immediately available funds to the accounts specified by Sellers to Purchaser in writing, an aggregate amount equal to the Cash Consideration.

1.2 Deposit

. Purchaser will make a good faith deposit in the amount of Twelve Million Dollars ($12,000,000) (the "**Deposit**") by wire transfer to an account designated by Sellers, which shall be funded by Purchaser not later than five (5) business days after the Signing Date. The Deposit shall be refundable in all events, except in the event the Closing does not occur due to the Purchaser materially breaching its obligations under this Agreement. Upon Closing, the Deposit will be credited against the Purchase Price.

1.3 Closing Date

. The consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at 10:00 am local time at the offices of Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, California 90017-5704 (the day on which Closing actually occurs, the "**Closing Date**") within five (5) business days following the satisfaction or waiver of

the conditions set forth in ARTICLE 7 and ARTICLE 8, other than those conditions that by their nature are to be satisfied at Closing but subject to fulfillment or waiver of those conditions. The Closing shall be deemed to occur and to be effective as of 12:00 a.m. Pacific time on the day immediately after the Closing Date (the "**Effective Time**").

1.4 Items to be Delivered by Sellers at Closing

. At or before the Closing, Sellers shall deliver, or cause to be delivered, to Purchaser the following:

1.4.1 a Bill of Sale substantially in the form of **Exhibit 1.4.1** attached hereto (the "**Bill of Sale**"), duly executed by each Seller;

1.4.2 Real Estate Assignment and Assumption Agreements (the "**Real Estate Assignments**") in the form of **Exhibit 1.4.2** attached hereto with respect to (a) the Leased Real Property, and (b) the Tenant Leases, each duly executed by each Seller;

1.4.3 a Grant Deed (the "**Deed**") in the form of **Exhibit 1.4.2** attached hereto with respect to each parcel of real property listed in **Schedule A** (the "**Owned Real Property**") duly executed by each Seller;

1.4.4 non-foreign affidavits of each Seller, dated as of the Closing Date, in the form of **Exhibit 1.4.4**;

1.4.5 an Assumption Agreement (the "**Assumption Agreement**") in the form of **Exhibit 1.4.5** attached hereto with respect to the Assumed Obligations duly executed by each Seller;

1.4.6 favorable original certificates of good standing, of each Seller, issued by the State of California, dated no earlier than a date which is fifteen (15) calendar days prior to the Closing Date;

1.4.7 a duly executed certificate of an officer of each Seller certifying to Purchaser (a) the incumbency of the officers of such Seller on the Signing Date and on the Closing Date and bearing the authentic signatures of all such officers who shall execute this Agreement and any additional documents contemplated by this Agreement, and (b) the due adoption and text of the resolutions or consents of the Board of Directors of such Seller authorizing (i) the transfer of the Assets and transfer of the Assumed Obligations by such Seller to Purchaser, and (ii) the due execution, delivery and performance of this Agreement and all additional documents contemplated by this Agreement, and that such resolutions have not been amended or rescinded and remain in full force and effect on the Closing Date;

1.4.8 a copy of the Sale Order (as defined below);

1.4.9 a Limited Power of Attorney for use of Drug Enforcement Agency and other registration numbers, and DEA order forms, in the form of **Exhibit 1.4.9** (the "**Power of Attorney**");

1.4.10 an Assignment of Accounts Receivable ("**Assignment of Accounts Receivable**") in the form of Exhibit 1.4.10 attached hereto;

1.4.11 titles to all motor vehicles included in the Assets, duly endorsed for transfer to Purchaser;

1.4.12 a Transition Services Agreement (the "**Transition Services Agreement**") in form and substance satisfactory to Sellers and Purchaser, in their reasonable discretion, granting to Sellers use of certain assets, systems and personnel identified in such agreement solely in connection with Sellers' wind-down of the Businesses, the completion of the Bankruptcy Cases and the dissolution of Sellers (and following completion of such wind-down, Bankruptcy Cases and dissolution of Sellers, such Transition Services Agreement shall automatically terminate);

1.4.13 acknowledgements by CSCDA and the PACE Trustee that Purchaser is the Successor Property Owner and Obligated Party under the PACE Obligations and releases of the Sellers from any and all claims arising or accruing prior to the Closing Date, and

1.4.14 any such other instruments, certificates, consents or other documents which Purchaser and Sellers mutually deem reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof.

1.5 Items to be Delivered by Purchaser at Closing

. At or before the Closing, Purchaser shall deliver or cause to be delivered to Sellers the following:

1.5.1 payment of the Cash Consideration, reduced by the Deposit as described in Section 1.2 and subject to credits or plus payment to Sellers or Purchaser, as applicable, of all amounts as provided under Section 1.6;

1.5.2 evidence of payment of all Cure Costs required hereunder to be paid by Purchaser;

1.5.3 a duly executed certificate of the Secretary of Purchaser certifying to Sellers (a) the incumbency of the officers of Purchaser on the Signing Date and on the Closing Date and bearing the authentic signatures of all such officers who shall execute this Agreement and any additional documents contemplated by this Agreement, and (b) the due adoption and text of the resolutions of the Board of Directors of Purchaser authorizing the execution, delivery and performance of this Agreement and all additional documents contemplated by this Agreement, and that such resolutions have not been amended or rescinded and remain in full force and effect on the Closing Date;

1.5.4 favorable original certificate of good standing, of Purchaser, issued by the California Secretary of State dated no earlier than a date which is fifteen (15) calendar days prior to the Closing Date;

1.5.5 the Bill of Sale, duly executed by Purchaser;

1.5.6 the Real Estate Assignments, duly executed by Purchaser;

1.5.7 the Assignment of Accounts Receivable, duly executed by Purchaser;

1.5.8 the Assumption Agreement, duly executed by Purchaser;

1.5.9 the Power of Attorney, duly executed by Purchaser;

1.5.10 the Transition Services Agreement; and

1.5.11 any such other instruments, certificates, consents or other documents which Purchaser and Sellers mutually deem reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof.

1.6 Prorations and Utilities

. All items of income and expense listed below with respect to the Assets shall be prorated in accordance with the principles and the rules for the specific items set forth hereafter:

1.6.1 All transfer, conveyance, sales, use, stamp, similar state and local taxes arising from the sale of the Assets hereunder shall be equally borne by Purchaser, on the one hand, and Sellers, on the other hand.

1.6.2 Other than the Utility Deposits (defined below), which are governed by Section 1.8(j), and other than with respect to Cure Costs payable by Purchaser, the following costs and expenses shall be prorated based upon the payment period (*i.e.*, calendar or other tax fiscal year) to which the same are attributable: all real estate and personal property lease payments, real estate and personal property taxes, real estate assessments and other similar charges against real estate, and charges for power, sewer, water, electric, gas, telephone or other utilities (collectively, the "**Utilities**") on the Assets (collectively, the "**Prorated Charges**"). Each Seller shall pay its respective portion at or prior to the Closing (or Purchaser shall receive credit for) of any unpaid Prorated Charges attributable to periods or portions thereof occurring prior to the Effective Time, and Purchaser shall assume as an Assumed Liability or, to the extent previously paid by any Seller, pay to such Seller at the Closing all Prorated Charges attributable to periods or portions thereof occurring from and after the Effective Time. In the event that as of the Closing Date the actual tax bills for the tax year or years in question are not available and the amount of taxes to be prorated as aforesaid cannot be ascertained, then rates, millages and assessed valuation of the previous year, with known changes, shall be used. The parties agree that if the real estate and personal property tax prorations are made based upon the taxes for the preceding tax period, the prorations shall be re-prorated after the Closing. As to charges for Utilities, "final readings" as of the Closing Date shall be ordered for the Utilities; the cost of obtaining such "final readings," if any, shall be paid by Purchaser.

1.6.3 Sellers shall be entitled to all rents and other payments under Tenant Leases accruing for the period prior to the Effective Time ("**Pre Effective Time Lease Amounts**"), and Purchaser shall be entitled to all rents and other payments under tenant leases accruing for the period after the Effective Time ("**Post Effective Time Lease Amounts**" and together with the Pre Effective Time Lease Amounts, the "**Lease Amounts**"). All Lease

Amounts that are collected prior to the Closing shall be prorated as of the Closing in accordance with the immediately preceding sentence. All Lease Amounts that are accrued but uncollected as of the Closing (including, without limitation, rents and other payments accrued prior to the Closing but payable in arrears after the Closing) (collectively, the "**Unpaid Amounts**") shall belong to Sellers, and Purchaser shall, upon receipt of said rents and other payments, receive the same in trust for Sellers and shall promptly remit any of such amounts to the applicable Seller within ten (10) days after Purchaser's receipt of same. For the avoidance of doubt, all rental payments received after Closing shall be first applied to any amounts owed to the Sellers under this Section 1.6.3.

1.6.4 All prorations and payments to be made under the foregoing provisions shall be agreed upon by Purchaser and Sellers prior to the Closing and shall be binding upon the parties; *provided, however*, with respect to the Unpaid Amounts, in the event any proration, apportionment or computation shall prove to be incorrect for any reason, then either the applicable Seller or Purchaser shall be entitled to an adjustment to correct the same, *provided* that said party makes written demand on the party from whom it is entitled to such adjustment within thirty (30) calendar days after the erroneous payment or computation was made, or such later time as may be required, in the exercise of due diligence, to obtain the necessary information for proration. This Section 1.6 shall survive Closing.

1.7 Transfer of Assets of Sellers

. On the Closing Date and subject to the terms and conditions of this Agreement, each Seller shall sell, assign, transfer, convey and deliver to Purchaser, free and clear of all interests, including but not limited to all liens, privileges, pledges, security interests, rights of first refusal, options, defects in title and encumbrances other than the Permitted Exceptions (defined below), and Purchaser shall acquire, all of each Seller's right, title and interest in and to the following Assets, to the extent primarily used in the operation of one of the Hospitals and not included among the Excluded Assets, with such transfer being deemed to be effective at the Effective Time:

(a) all of the tangible personal property owned by such Seller and used by such Seller in the operation of the Hospital of such Seller, including equipment, furniture, machinery, vehicles and office furnishings (the "**Personal Property**");

(b) all of such Hospital Seller's rights in and to all licenses, to the extent assignable or transferable, Medicare and Medi-Cal provider numbers, permits, approvals, certificates of exemption, franchises, accreditations and registrations and other governmental licenses, permits or approvals issued to such Seller for use in connection with the operation of the Hospital of such Hospital Seller (the "**Licenses**"), including, without limitation, the Licenses and Medicare/Medi-Cal Provider Agreements and their associated Provider Numbers set forth on **Schedule 1.7(b)**;

(c) all of such Seller's right, title and interest in and to the Owned Real Property and all of such Seller's interest in and to all of the following (the "**Assumed Leases**"): (i) personal property leases with respect to all personal property used in the operation of the Hospital of such Seller (other than owned Personal Property transferred in accordance with in

Section 1.7(a) above), (ii) the real property leases for all real property leased by such Seller and set forth on **Schedule 1.7(c)(ii)** (the "**Leased Real Property**"), and (iii) the real property leased or subleased by such Seller to a third party and set forth on **Schedule 1.7(c)(iii)** (the "**Tenant Leases**");

(d) all of such Seller's interest, to the extent assignable or transferable, in and to all contracts and agreements (including, but not limited to, purchase orders) with respect to the operation of the Hospital of such Seller that have been designated by Purchaser as a contract to be assumed pursuant to Section 1.11 (the "**Assumed Contracts**");

(e) other than the Excluded Settlements and Actions (defined below), all claims, rights, interests and proceeds (whether received in cash or by credit to amounts otherwise due to a third party) with respect to amounts overpaid by such Seller to any third party health plans with respect to periods prior to the Effective Time (*e.g.*, such overpaid amounts may be determined by billing audits undertaken by such Seller or such Seller's consultants), except with respect to any causes of action or proceeds thereof arising under Chapter 5 of the Bankruptcy Code other than with respect to Assumed Contracts and Assumed Leases and other items described in Section 1.8(h);

(f) all inventories of supplies, drugs, food, janitorial and office supplies and other disposables and consumables (i) located at the Hospital of such Seller, or (ii) used in any way in the operation of or at the Hospital of such Seller (the "**Inventory**") except as set forth in **Schedule 1.7(f)**;

(g) other than Utility Deposits, all prepaid rentals, deposits, prepaid expenses and other prepayments and similar amounts relating to the Assumed Contracts and/or the Assumed Leases, which were made with respect to the Hospital of such Seller (the "**Prepaids**");

(h) all of the following to the extent legally transferrable and not subject to prior consent of any third party: operating manuals, forms, files, books, records, documents and computer software with respect to the Hospital of such Seller, including, without limitation, all patient records, medical records, employee records, financial records, equipment records, construction plans and specifications, electronic medical records, all work flow documents and programs and all templates relating thereto, and medical and administrative libraries;

(i) to the extent assignable or transferable, all rights in all warranties of any manufacturer or vendor in connection with the Personal Property;

(j) except as stated in Section 1.7(k) and Section 1.7(l), all rights of the Hospitals to payments from any governmental, administrative or regulatory entities to support the Hospitals, including but not limited to all net Disproportionate Share Hospital payments;

(k) all rights of the Hospitals to Measure B trauma funding to be paid related to service periods ending on or after the Effective Time (solely to the extent collected after Closing); for the avoidance of doubt, any of the aforementioned payments, whether received before or after the Effective Time, that are in connection with services provided for any period prior to the Effective Time are not included as part of the Assets (and shall be Excluded Assets

notwithstanding any other provision of this Agreement) and shall remain with Sellers (or if received by the Purchaser after the Effective Time, shall be returned to Sellers within thirty (30) calendar days of receipt);

(l) except as stated in Section 1.7(k) and Section 1.12, all accounts and interest thereupon, notes and interest thereupon and other receivables of such Seller, including, without limitation, accounts, notes or other amounts receivable, and all claims, rights, interests and proceeds related thereto, including all accounts and other receivables, and Seller Cost Report settlements related thereto, in each case arising from the rendering of services or provision of goods, products or supplies to inpatients and outpatients at the Hospital of such Seller, billed and unbilled, recorded and unrecorded, for services, goods, products and supplies provided by such Seller prior to the Effective Time whether payable by Medicare, Medicaid, or any other payor (including an insurance company), or any health care provider or network (such as a health maintenance organization, preferred provider organization or any other managed care program) or any fiscal intermediary of the foregoing, private pay patients, private insurance or by any other source (collectively, "**Accounts Receivable**"), *provided* that notwithstanding anything else in this Agreement, with respect to the California Department of Health Care Services Hospital Quality Assurance Fee Program (the "**QAF V Program**") the Assets shall include only the "**QAF V Purchaser Net Payments**" which shall be, with respect to each Hospital, an amount equal to the product of: (i) all payments received or to be received by such Hospital under the QAF V Program net of all payments made or required to be made by such Hospital in respect of the QAF V Program including payments to the California Health Foundation & Trust; multiplied by the ratio of (ii) (x) the total number of days between the Effective Time and June 30, 2019 divided by (y) 911.

(m) the right to use the names "St. Francis Medical Center", "St. Vincent Medical Center", "Seton Medical Center" and "Seton Medical Center Coastside" including any trademarks, service marks, trademark and service mark registrations and registration applications, trade names, trade name registrations, logos, domain names, trade dress, copyrights, copyright registrations, website content, know- how, trade secrets and the corporate or company names of Sellers and the names of the Hospitals, together with all rights to sue and recover damages for infringement, dilution, misappropriation or other violation or conflict associated with any of the foregoing; at the Closing, Purchaser will execute and deliver to Sellers the Transition Services Agreement granting to Sellers an unlimited, royalty free, irrevocable license to use any and all of the foregoing in this Section 1.7(l) solely in connection with the wind-down of the Businesses, the completion of the Bankruptcy Cases and the dissolution of Sellers (and following completion of such wind-down, Bankruptcy Cases and dissolution of Sellers, such license shall automatically terminate);

(n) all goodwill of the Hospital of such Seller;

(o) to the extent used primarily with respect to the Hospitals and transferrable or assignable, such Seller's right, title and interest in and to the telephone and facsimile numbers used with respect to the operation of the Hospital of such Seller;

(p) to the extent used primarily with respect to the operation of the Hospitals, all of such Seller's web sites, URLs, and social media accounts, including but not limited to, Facebook and LinkedIn;

(q) each such Hospital Seller's Medicare and Medi-Cal provider agreements (inclusive of their respective provider numbers) and lockbox account(s) identified on **Schedule 1.7(q)**;

(r) all additional properties and assets referenced on **Schedule 1.7(r)** hereof;

(s) to the extent legally transferrable and not subject to prior consent of any third party, all electronic health record products and billing software, revenue cycle software and related modules used primarily in the operation of the Hospitals, as more specifically identified on **Schedule 1.7(s)**;

(t) with respect to Verity Holdings, the assets represented by the assessor's parcel numbers (APN's) listed in **Schedule 1.7(t)** hereof (the "**Purchased Verity Holdings Assets**");

(u) except for the Excluded Assets, any other assets owned by such Seller (which are not otherwise specifically described above in this Section 1.7) that are primarily used in the operation of any Hospital; and

(v) all of Seton's interest in and to the PACE Obligations.

As used herein, the term "**Permitted Exceptions**" means (i) the Assumed Obligations; (ii) the PACE Obligations; (iii) liens for taxes not yet due and payable; (iv) easements, rights of way, zoning ordinances and other similar encumbrances affecting real property; (v) other imperfections of title or encumbrances which are not monetary in nature and that are not, individually or in the aggregate, material to the business of the Hospitals; and (vi) other imperfections of title or encumbrances that are expressly identified on **Schedule 1.7** hereof.

1.8 Excluded Assets

. Notwithstanding anything to the contrary in Section 1.7, each Seller shall retain all interests, rights and other assets owned directly or indirectly by it (or any of such Seller's affiliates) which are not among the Assets, including, without limitation, the following interests, rights and other assets of such Seller (collectively, the "**Excluded Assets**"):

(a) cash, cash equivalents and short-term investments;

(b) all Seller Plans (defined below) and the assets of all Seller Plans and any asset that would revert to the employer upon the termination of any Seller Plan, including, without limitation, any assets representing a surplus or overfunding of any Seller Plan;

(c) all contracts, including, but not limited to, health plan contracts, that are not Assumed Contracts;

(d) all leases that are not Assumed Leases;

(e) the portions of Inventory, Prepaids, and other assets disposed of, expended or canceled, as the case may be, by such Seller after the Signing Date and prior to the Effective Time in the ordinary course of business;

(f) assets owned and provided by vendors of services or goods to the Hospital of such Hospital Seller;

(g) all of such Seller's organizational or corporate record books, minute books, tax returns, tax records and reports, data, files and documents, including electronic data related thereto;

(h) all claims, counterclaims and causes of action of such Seller or such Seller's bankruptcy estate (including parties acting for or on behalf of such Seller's bankruptcy estate, including, but not limited to, the official committee of unsecured creditors appointed in the Bankruptcy Cases), including, without limitation, causes of action arising out of any claims and causes of action under chapter 5 of the Bankruptcy Code and any related claims, counterclaims and causes of action under applicable non-bankruptcy law, and any rights to challenge liens asserted against property of such Seller's bankruptcy estate, including, but not limited to, liens attaching to the Purchase Price paid to such Seller, and the proceeds from any of the foregoing;

(i) all insurance policies and contracts and coverages obtained by such Seller or listing such Seller as insured party, a beneficiary or loss payee, including prepaid insurance premiums, and all rights to insurance proceeds under any of the foregoing, and all subrogation proceeds related to any insurance benefits arising from or relating to Assets prior to the Closing Date;

(j) all deposits made with any entity that provides Utilities to the Hospitals (the "**Utility Deposits**");

(k) all rents, deposits, prepayments, and similar amounts relating to any contract or lease that is not an Assumed Contract or Assumed Lease;

(l) all unclaimed property of any third party as of the Effective Time, including, without limitation, property which is subject to applicable escheat laws;

(m) all other bank accounts of such Seller not identified on **Schedule 1.7(q)**;

(n) all writings and other items that are protected from discovery by the attorney-client privilege, the attorney work product doctrine or any other cognizable privilege or protection;

(o) the rights of such Seller to receive mail and other communications with respect to Excluded Assets or Excluded Liabilities;

(p) all director and officer insurance;

(q) all tax refunds of such Seller;

(r) all documents, records, operating manuals and film pertaining to the Hospitals that the parties agree in writing that such Seller is required by law to retain; *provided, however*, that except as prohibited by Law and subject to ARTICLE 5, Purchaser shall have the right to make copies of any portions of such retained books and records that relate to the business of the Hospital as conducted before the Closing or that relate to any of the Assets;

(s) any rights or remedies provided to such Seller under this Agreement and each other document executed pursuant hereto in connection with the Closing;

(t) any (i) personnel files for employees of such Seller who are not hired by Purchaser; (ii) documents exclusively related to any Excluded Assets; and (iii) documents necessary to prepare tax returns (Purchaser shall be entitled to a copy of such documents). With respect to documents necessary to prepare cost reports, Purchaser shall receive the original document and such Seller shall be entitled to retain a copy of such documents for any period ending on or prior to the Closing Date;

(u) all deposits or other prepaid charges and expenses paid with respect to any other Excluded Assets;

(v) all promissory notes made by a Seller in favor of another Person and any interest thereupon;

(w) all pre-Closing settlements or settlements pursuant to adversary proceedings in the Bankruptcy Cases, including, without limitation, any proceedings identified in Section 1.8(h) or 1.8(y) (together with the items identified in Section 1.8(h) or 1.8(y), the "**Excluded Settlements and Actions**");

(x) except for the QAF V Purchaser Net Payments and except as otherwise due to Purchaser under Section 1.12, all Hospital Quality Assurance Fee Program payments, including, without limitation, the QAF V Seller Net Payments which means with respect to each Hospital, an amount equal to the product of: (i) all payments received or to be received by such Hospital under the QAF V Program net of all payments made or required to be made by such Hospital in respect of the QAF V Program including payments to the California Health Foundation & Trust; multiplied by the ratio of (ii) (x) the total number of days between January 1, 2017 and the Effective Time, divided by (y) 911, which if such Hospital Quality Assurance Fee Program payments are received by the Purchaser after the Effective Time, shall be returned to Sellers within sixty (60) calendar days of receipt by Purchaser;

(y) (i) all rights, claims and causes of action of such Seller to the extent related to and/or to the extent arising out of the Accounts Receivable and rights to settlements and retroactive adjustments, if any, whether arising under a Seller Cost Report or otherwise, for any reporting periods ending on or prior to the Effective Time, whether open or closed, arising from or against the United States government under the terms of the Medicare program or TRICARE (formerly the Civilian Health and Medical Program of the Uniformed Services); and (ii) all of Sellers' right, title and interest in claims and causes of action or rights of recovery or

set-off of every kind and character against third parties, including actions under Chapter 5 of the Bankruptcy Code; provided, however that nothing in this Section 1.8(y) shall be interpreted to diminish Purchaser's rights under Section 1.7(l);

(z) as referenced in Section 1.7(j), all Measure B trauma funding, whether received before or after the Effective Time, that are in connection with services provided for any period prior to the Effective Time. If such payments are received by Purchaser after the Effective Time, such payments shall be paid by Purchaser to Sellers within thirty (30) calendar days of receipt. To the extent any such payments relate to periods both prior to and after the Effective Time, Sellers' portion shall equal (1) the payment multiplied by the ratio of (2) (x) the total number of days between the beginning of the relevant service period and the Effective Time divided by (y) the total number of days in the service period the payment relates to. For example, if a future payment of $1,000 related to the service period of April 1, 2019 through June 30, 2019 was made after the Effective Time and the illustrative Closing Date was June 1, 2019, then Sellers' portion would be $681.32 ($1,000 x (62 days / 91 days));

(aa) all assets of Verity Holdings other than the Purchased Verity Holdings Assets, and all assets of any of the tenants located in the leased premises of the purchased Verity Holdings properties; and

(bb) any assets identified in **Schedule 1.8(bb)**.

1.9 Assumed Obligations

. On the Closing Date, each Seller shall assign, and Purchaser shall assume and agrees to discharge, perform and satisfy fully, on and after the Effective Time, the following liabilities and obligations of such Seller and only the following liabilities and obligations (collectively, the "**Assumed Obligations**"):

(a) the Assumed Contracts and all liabilities of such Seller under the Assumed Contracts, including related Cure Costs;

(b) the Assumed Leases and all liabilities of such Seller under the Assumed Leases, including related Cure Costs;

(c) all liabilities and obligations arising out of or relating to any act, omission, event or occurrence connected with the use, ownership or operation by Purchaser of the Hospital or any of the Assets on or after the Effective Time;

(d) all accrued paid time off pay for Hired Employees up to a maximum of 300 hours per Hired Employee;

(e) all liabilities and obligations of such Seller related to the Hired Employees for periods following the Effective Time; *provided, however*, that Purchaser does not assume, and each such Seller shall remain fully and solely responsible for any duties, obligations or liabilities arising from or related to employment-related documentation required to be maintained by such Seller prior to the Effective Time, including but not limited to, documentation of I-9 compliance for the Hired Employees;

(f) all unpaid real and personal property taxes, if any, that are attributable to the Assets after the Effective Time, subject to the prorations provided in Section 1.6;

(g) all liabilities and obligations relating to Utilities being furnished to the Assets, subject to the prorations provided in Section 1.6;

(h) fifty percent (50%) of any documentary, sales and transfer tax liabilities of such Seller incurred as a result of the consumption of the transaction contemplated by this Agreement; and

(i) any other obligations and liabilities expressly identified in **Schedule 1.9(i)**.

1.10 Excluded Liabilities

. Purchaser shall not assume or become responsible for any duties, obligations or liabilities of any Seller that are not assumed by Purchaser pursuant to the terms of this Agreement, the Bill of Sale, the Assumption Agreement or the Real Estate Assignment(s) (the "**Excluded Liabilities**"), and each Seller shall remain fully and solely responsible for all of such Seller's debts, liabilities, contract obligations, expenses, obligations and claims of any nature whatsoever related to the Assets or the Hospital unless assumed by Purchaser under this Agreement, or in the Bill of Sale, the Assumption Agreement or the Real Estate Assignment(s). For the avoidance of any doubt, Purchaser shall not assume or become responsible for any QAF V fees that become due and owing by the Hospitals prior to the Closing Date unless they relate to a service period after the Closing Date in which case Purchaser would be responsible for its pro rata portion.

1.11 Designation of Assumed Contracts and Assumed Leases

.

(a) Except as provided in Section 1.11(a), all contracts and leases will be subject to evaluation by Purchaser for assumption or rejection (collectively "**Evaluated Contracts**"). Not later than sixty (60) days prior to the Bid Deadline, Sellers shall provide Purchaser the amounts that must be paid and all obligations that must be satisfied in order for Sellers to assign and Purchaser to assume such Evaluated Contracts. Not later than the Bid Deadline, Purchaser shall provide each Seller with an initial list of those Evaluated Contracts that Purchaser will agree to assume, and the Cure Costs amounts associated with such Evaluated Contracts will be included in the calculation of the "Minimum Qualified Bid" (as such term is defined in the bidding procedures attached as **Schedule 6.2**). Not later than sixty (60) days after entry of the Sale Order, Purchaser shall provide each Seller (i) an updated, final list of those Evaluated Contracts that Purchaser will agree to assume and have assigned to it by Seller effective as of the Effective Time, and (ii) a final list, signed and dated by Purchaser, of which Evaluated Contracts are to be rejected by such Seller (collectively, the "**Rejected Contracts**"). Sellers shall file such motions in the Bankruptcy Court and take such other actions as are reasonably necessary to ensure that final and non-appealable orders are entered (x) assuming and assigning the respective Assumed Contracts or Assumed Leases applicable to such Seller to Purchaser, and (y) rejecting the Rejected Contracts. With respect to each Assumed Lease, the

applicable Seller shall execute and deliver to Purchaser an Assignment and Assumption of Lease. Notwithstanding anything to the contrary set forth in this Agreement, the Rejected Contracts shall constitute part of the Excluded Assets pursuant to, and as defined in, this Agreement.

(b) At Closing and pursuant to an order of the Bankruptcy Court, each Seller will assume and immediately assign to Purchaser the leases of such Seller for Leased Real Property and the Tenant Leases.

1.12 Accounts Receivable Reconciliation. Sellers and Purchaser have mutually agreed that the target Accounts Receivable amount that will be transferred from Sellers to Purchaser as of the Effective Time ("**A/R Target Amount**") is [One Hundred Fifty-Two Million Dollars ($152,000,000)].[1] Purchaser shall collect the Accounts Receivable during the ninety (90) day period immediately following the Closing Date (collectively, the "**Final A/R Collected**"), and within the thirty (30) day period thereafter, Purchaser shall provide Sellers an accounting of the Final A/R Collected. If the Final A/R Collected is more than the A/R Target Amount, then such excess amount shall be paid by Purchaser to Sellers within thirty (30) calendar days of Purchaser's delivery of the accounting of the Final A/R Collected to Sellers. If the Final A/R Collected is less than the A/R Target, then such deficit amount shall be paid by Sellers to Purchaser within thirty (30) calendar days of Purchaser's delivery of the accounting of the Final A/R Collected to Sellers. The parties acknowledge and agree that if such deficit amount is not paid by Sellers to Purchaser within the foregoing payment period, Purchaser may offset such deficit amount from any Hospital Quality Assurance Fee Program payments excluded under Section 1.8(x) which are received by the Purchaser after the Effective Time.

1.13

1.14

1.13 Disclaimer of Warranties; Release.

[1] Prime will work with Verity within the next week to finalize the A/R Target Amount. This amount is based on the 6/30/2018 financials.

(a) THE ASSETS TRANSFERRED TO PURCHASER WILL BE SOLD BY SELLERS AND PURCHASED BY PURCHASER IN THEIR PHYSICAL CONDITION AT THE EFFECTIVE TIME, "AS IS, WHERE IS AND WITH ALL FAULTS AND NONCOMPLIANCE WITH LAWS," WITH NO WARRANTIES (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, USAGE, WORKMANSHIP, QUALITY, PHYSICAL CONDITION, OR VALUE) OTHER THAN AS EXPRESSLY SET FORTH IN ARTICLE 2, AND ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED, AND WITH RESPECT TO THE LEASED REAL PROPERTY WITH NO WARRANTY OF HABITABILITY OR FITNESS FOR HABITATION, INCLUDING, WITHOUT LIMITATION, THE LAND, THE BUILDINGS AND THE IMPROVEMENTS. ALL OF THE TANGIBLE ASSETS SHALL BE FURTHER SUBJECT TO NORMAL WEAR AND TEAR AND NORMAL AND CUSTOMARY USE OF THE INVENTORY AND SUPPLIES IN THE ORDINARY COURSE OF BUSINESS UP TO THE EFFECTIVE TIME.

(b) Purchaser acknowledges that Purchaser will be examining, reviewing and inspecting all matters which in Purchaser's judgment bear upon the Assets, the Sellers, the Hospital, the business of the Hospital and their value and suitability for Purchaser's purposes, and Purchaser is relying solely on the representations and warranties of Sellers contained in ARTICLE 2 of this Agreement and Purchaser's own examination, review and inspection of the Assets and Assumed Obligations. Purchaser further acknowledges that the representations and warranties of Sellers contained in ARTICLE 2 of this Agreement are the sole and exclusive representations and warranties made by Sellers to Purchaser (including with respect to the Hospitals, the Assets and the Assumed Obligations) and shall expire, and be of no further force or effect upon the date which is one day prior to the hearing on Sellers' motion to approve the bidding procedures and Purchaser as the stalking horse bidder (the period from the Signing Date until the date which is one day prior to the hearing on Sellers' motion to approve the bidding procedures and Purchaser as the stalking horse bidder, the "**Final Diligence Period**"), except that the Sale Order Date Representations shall expire, and be of no further force or effect upon entry of the Sale Order and Sellers shall not have any liability in respect of any breach thereof upon such respective dates.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller hereby represents, warrants and covenants to Purchaser, severally (and not jointly) with respect to such Seller that the following matters are true and correct as of the Signing Date and as of the last day of the Final Diligence Period, except as would not have a Material Adverse Effect (as defined below), and except as disclosed in the disclosure schedule, as may be amended pursuant to the terms of this Agreement (the "**Disclosure Schedule**"), *provided* that the representations and warranties set forth in Sections 2.1 (Authorization), 2.2 (Binding Agreement), 2.3 (Organization and Good Standing; No Violation), 2.6 (Compliance with Laws), 2.9 (Legal Proceedings), 2.11 (Title), 2.15 (Required Consents) and 2.18 (California Attorney General) (collectively, the "**Sale Order Date Representations**") shall also be made as of immediately prior to the entry of the Sale Order:

The term "**Material Adverse Effect**" means any event, change or occurrence that, individually or in the aggregate with other events, changes or occurrences, has had or would reasonably be expected to have, a material adverse effect on the financial condition, operation or Assets of the Hospitals in excess of Twenty Million Dollars ($20,000,000).

2.1 Authorization

. Such Seller has full power and authority to enter into this Agreement and, subject to Bankruptcy Court approval, to perform its obligations hereunder and to consummate the transactions contemplated hereby. No governing board approvals or other internal consents are required in order for such Seller to perform its obligations and agreements hereunder, other than those which have been obtained or will be obtained prior to Closing.

2.2 Binding Agreement

. This Agreement has been duly and validly executed and delivered by such Seller and, assuming due and valid execution by Purchaser, this Agreement constitutes a valid and binding obligation of such Seller enforceable in accordance with its terms subject to (a) applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect and (b) limitations on the enforcement of equitable remedies.

2.3 Organization and Good Standing; No Violation

.

(a) Such Seller is a non-profit public benefit corporation duly organized, validly existing and in good standing under the laws of the State of California. Such Seller has all necessary power and authority to own, operate and lease its properties and to carry on its businesses as now conducted.

(b) Neither the execution and delivery by such Seller of this Agreement nor the consummation of the transactions contemplated hereby by such Seller nor compliance with any of the provisions hereof by such Seller, will violate, conflict with or result in a breach of any material provision of the Articles of Incorporation, Bylaws or other organizational documents of such Seller.

2.4 Licenses

. Sellers and the Hospitals have all Licenses from any government agency which are required by law to operate the Hospitals other than such Licenses the absence of which, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect. Sellers have delivered to Purchaser a list (**Schedule 2.4**) of all known Licenses owned or held by Sellers and the Hospitals relating to the ownership and operations of the Hospitals.

2.5 Medicare and Medi-Cal Participation

. The Hospitals are qualified for participation in the Medicare and Medi-Cal programs, have current and valid provider contracts with the Medicare and Medi-Cal programs, are in compliance with the conditions of participation in such programs, except for instances of noncompliance that, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect upon the operation of the Hospitals. Since January 1, 2015, to the knowledge of Sellers, except as may be disclosed in **Schedule 2.5**, no Seller nor any of their affiliates have received any written notice from either the Medicare or Medi-Cal programs of any pending or threatened investigations or surveys. Sellers have provided or will provide to Purchaser complete and correct copies of the Hospitals' Medicare cost reports for the Hospitals' fiscal year ended on June 30, 2018, when available.

2.6 Compliance with Laws

.

2.6.1 To the knowledge of Sellers, Sellers and their subsidiaries are in material compliance with all applicable laws, including the Health Care Laws and Environmental Laws, except for instances of noncompliance that, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect upon the operation of the Hospitals.

2.6.2 To the knowledge of Sellers, no action is pending or threatened or recommended by any government agency to terminate or decertify any participation of either Hospital in the Medicare, Medi-Cal or any other third party payor programs nor has there been any decision not to renew any provider agreement related to either Hospital, except as set forth on **Schedule 2.6.2(a)**. With the exception of deficiencies that are currently the subject of waiver and those of which are the subject of a plan of correction (each set forth on **Schedule 2.6.2(b)**), to the knowledge of Sellers, there are no material outstanding written notices of deficiencies or written notices of work orders of a material nature of any government agency having jurisdiction over either Hospital, including the Medicare and Medi-Cal programs.

2.6.3 To the knowledge of Sellers, all billing practices of each Hospital with respect to all third party payors, including the Medicare and Medi-Cal programs and private insurance companies, are in compliance in all material respects with all applicable laws, regulations and policies of such third party payors and the Medicare and Medi-Cal programs, except for instances of noncompliance that, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect upon the operation of the Hospitals. No Hospital has been excluded from participation in the Medicare or Medi-Cal program nor to the knowledge of Sellers is any such exclusion threatened. To the knowledge of Sellers, no employee or independent contractor of Sellers or the Hospitals (whether an individual or entity) has been excluded from participating in any federal health care program (as defined in 42 U.S.C. § 1320a-7b(f)), except as set forth on **Schedule 2.6.3**. To the knowledge of Sellers, none of the officers, directors or managing employees (as such term is defined in the Medicare Program Integrity Manual) of Sellers has been excluded from participation in the Medicare or Medicaid programs or been subject to sanction pursuant to 42 U.S.C. § 1320a-7a or 1320a-8 or been convicted of a crime described at 42 U.S.C. § 1320a-7b.

2.6.4 To the knowledge of Sellers, none of the officers, directors or managing employees (as such term is defined in the Medicare Program Integrity Manual) of Sellers is now or has in the past been subject to or bound by a corporate integrity agreement with the United States Department of Health and Human Services Office of the Inspector General or other similar agreement (*e.g.*, deferred prosecution agreement) with any government agency.

2.6.5 As used herein, "**Health Care Laws**" means all laws applicable to health care providers and facilities; federal and state health care program conditions of participation, standards, policies, rules, procedures and other requirements; and accreditation standards of any applicable accrediting organization, including the federal (Title XIX of the Social Security Act) and state Medicaid programs and their implementing regulations, the Medicare Program (Title XVIII of the Social Security Act) and its implementing regulations, the federal False Claims Act (31 U.S.C. §§3729 *et seq.*), the Federal Health Care Program Anti-Kickback Statute (42 U.S.C. §1320a 7b(b)), the Federal Physician Self-Referral Law (42 U.S.C. §1395nn), the Federal Administrative False Claims Law (42 U.S.C. §1320a 7b(a)), the Beneficiary Inducement Statute (42 U.S.C. §1320a-7a(a)(5)), the HIPAA and the HIPAA Privacy Rule, the HIPAA Security Rule and the HIPAA Standards for Transactions and Code Sets (42 U.S.C. 1320d 1329d 8; 45 CFR Parts 160 and 164), the Health Information Technology for Economic and Clinical Health Act (Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (Feb. 17, 2009)), the federal Confidentiality of Alcohol and Drug Abuse Patient Records Act (42 U.S.C. 290ee 3), the Rehabilitation Act, the Americans with Disabilities Act, the Occupational Safety and Health Administration statutes and regulations for blood borne pathogens and workplace risks, and any state and local laws and the regulations promulgated pursuant to such laws, that address the same or similar subject matter.

2.6.6 As used herein, "**Environmental Laws**" means all laws relating to: (a) the control of any potential pollutant or protection of the ambient air, indoor air, groundwater, drinking water, storm water, waste water, wetlands, surface or subsurface soil or land; (b) solid, gaseous or liquid waste generation, handling, treatment, storage, disposal, arrangement for disposal or transportation; (c) exposure to hazardous, toxic or other substances alleged to be harmful; and (d) worker health and safety, and includes without limitation, (i) judicial, administrative, or other regulatory decrees, judgments, and orders of any government agency, and (ii) the following statutes and the regulations promulgated thereunder: the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, the Superfund Amendments and Reauthorization Act, 42 U.S.C. § 11011 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, the Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*, the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*, CERCLA, OSHA, the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*, and any other state, county, or local regulations similar thereto.

2.7 Contracts

. Except as set forth in **Schedule 2.7**, upon entry of the Sale Order and Purchaser's payment of the Cure Costs, Seller is not in material breach or default of the Assumed Contracts or Assumed Leases. No provision of this Section 2.7 shall apply to any failure to obtain consents to the assignment of the Assumed Contracts and Assumed Leases from third parties to the

Assumed Contracts and Assumed Leases for which consent is required to assign the Assumed Contracts and Assumed Leases to Purchaser (the "**Contract and Lease Consents**").

2.8 Brokers and Finders

. Except as set forth on **Schedule 2.8**, neither such Seller nor any affiliate thereof, nor any officer or director thereof, have engaged or incurred any liability to any finder, broker or agent in connection with the transactions contemplated hereunder.

2.9 Legal Proceedings

. Except as described on **Schedule 2.9**, and except for any and all cases and/or pleadings filed or to be filed in the Bankruptcy Court, which shall be available through Sellers' claims and noticing agent's website at, to the knowledge of Sellers, there are no material claims, proceedings or investigations pending or threatened with respect to the ownership of the Assets or the operation of the Hospitals or the Hospitals by Sellers before any governmental authority. Except as set forth on **Schedule 2.9**, and other than any action or proceeding brought in the Bankruptcy Court, to the knowledge of Sellers, Sellers are not subject to any government order with respect to the ownership or operation by Sellers of the Hospitals or the other Assets or the Hospitals and are in substantial compliance with respect to each such government order.

2.10 Seller Knowledge

. References in this Agreement to "Seller's knowledge or "the knowledge of Seller" means the actual knowledge of the Chief Executive Officer or Chief Financial Officer of the applicable Seller, without independent research. No constructive or imputed knowledge shall be attributed to any such individual by virtue of any position held, relationship to any other Person or for any other reason.

2.11 Title

. Prior to the Effective Date, Sellers have delivered at their own expense (i) for all the Owned Real Property preliminary title reports issued by First American Title Company (the "**Title Commitments**"), (ii) for all of the Owned Real Property all underlying title documents listed on the Title Commitments (the "**Underlying Title Documents**"), and (iii) for all of the Hospitals an as-built ALTA Surveys prepared by Commercial Due Diligence Services (the "**Surveys**," and collectively with the Title Commitment and the Underlying Title Documents, the "**Title Documents**").

2.12 Personnel

. **Schedule 2.12** sets forth a complete list (as of the date set forth therein) of names, positions and current annual salaries or wage rates and scheduled bonus, and the accrued paid time off pay of all employees of Sellers (including employees of the Hospitals and employees of Verity Health and Verity Holdings) immediately prior to the Effective Date, whether such employees are full time employees, part-time employees, on short-term or long-term disability or on leave of absence pursuant to Sellers's policies, the Family and Medical Leave Act of 1993 or other similar Legal Requirements (the "**Hospital Employees**") and indicating whether the

Hospital Employee is full- time or part-time. Sellers shall have the right to update to **Schedule 2.12(a)** to reflect changes in employment status or new hires and terminations occurring after the Effective Date by providing a revised schedule to Purchase no later than five (5) Business Days before the date schedule for the Closing.

2.13 Accounts Receivable

. To the knowledge of Sellers, all Accounts Receivable included in the Assets at Closing result from the bona fide provision of products or services in the ordinary course of business. All Sellers Accounts Receivable are currently deposited, either electronically or manually, into the bank accounts listed on **Schedule 2.13**.

2.14 Employee Benefits

. **Schedule 2.14(a)** contains a list of (i) each pension, profit sharing, bonus, deferred compensation, or other retirement plan or arrangement of Sellers with respect to the operation of the Hospitals, whether oral or written, which constitutes an "employee pension benefit plan" as defined in Section 3(2) of ERISA, (ii) each medical, health, disability, insurance or other plan or arrangement of Sellers with respect to the operation of the Hospitals, whether oral or written, which constitutes an "employee welfare benefit plan" as defined in Section 3(1) of ERISA, and (iii) each other employee benefit or perquisite provided by Sellers with respect to the operation of the Hospital, in which any employee of Sellers participate in his capacity as such (collectively, the "**Seller Plans**").

2.15 Required Consents

. Except as set forth in **Schedule 2.15**, and other than in connection with any Licenses, any provider agreements (including any such agreements with a governmental authority), the CA AG (defined below) and any collective bargaining agreement, Sellers are not a party to or bound by, nor are any of the Assets subject to, any mortgage, or any material lien, deed of trust, material lease, or material contract or any material order, judgment or decree which, after giving effect to the Sale Order (a) will require the consent of any third party to the execution of this Agreement or (b) will require the consent of any third party to consummate the transactions contemplated by this Agreement.

2.16 Financial Statements

. Attached hereto as **Schedule 2.16** are true and complete copies of the audited financial statements of each Seller with respect to the operation of the Hospitals for 2016 and 2017, and unaudited financial statements of each Seller for the period from July 1, 2017 through June 30, 2018 and July 1, 2018 through October 31, 2018 (collectively, the "**Financial Statements**"). The Financial Statements are true, complete, and correct in all material respects, and present fairly and accurately the financial condition of the Hospitals and the results of their operations at the dates and for the periods indicated. Except as set forth on **Schedule 2.17**, from the Signing Date to the Effective Time:

2.16.1 No Seller has in connection with the Hospitals sold, assigned, or otherwise transferred or disposed of any material property, plant, equipment, Asset or any portion of the Hospitals, except in the ordinary course of business;

2.16.2 There has not occurred any damage, destruction, or loss, whether or not covered by insurance, of any of the tangible Assets, ordinary wear and tear excepted, in an amount which exceeds Two Hundred Thousand Dollars ($200,000), or which materially and adversely affects the ability of any Seller to continue to conduct the Hospitals in all material respects as such businesses were conducted immediately prior to the Signing Date; and

2.16.3 No Seller in connection with the Hospitals has cancelled or waived any material rights in respect of any of the Assets, except in the ordinary course of business.

2.17 Leased Personal Property

. Except as set forth on **Schedule 2.17**, the material leases of tangible personal property that is used by any Seller in the operation of the Hospitals, including equipment, furniture, machinery, vehicles and office furnishings have not been modified, amended, or assigned by the applicable Seller and are legally valid.

2.18 California Attorney General

. Sellers have made available to Purchaser copies of all annual reports to the Office of the Attorney General of the State of California, as well as all other material correspondence to and from the Office of the Attorney General of the State of California, in each case, in the past three (3) years pertaining to the Hospitals.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF PURCHASER

As an inducement to Sellers to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Purchaser hereby represents, warrants and covenants to Sellers as to the following matters are true and correct as of the Signing Date and as of the Effective Time:

3.1 Authorization

. Purchaser has full power and authority to enter into this Agreement and has full power and authority to perform its obligations hereunder and to carry out the transactions contemplated hereby. No additional internal consents are required in order for Purchaser to perform its obligations and agreements hereunder.

3.2 Binding Agreement

. This Agreement has been duly and validly executed and delivered by Purchaser and, assuming due and valid execution by Sellers, this Agreement constitutes a valid and binding obligation of Purchaser enforceable in accordance with its terms subject to (a) applicable

bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect and (b) limitations on the enforcement of equitable remedies.

3.3 Organization and Good Standing

. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, is duly authorized to transact business in the State of California, and has all necessary power and authority to own, operate and lease its properties and to carry on its business as now conducted.

3.4 No Violation

. Neither the execution and delivery by Purchaser of this Agreement nor the consummation of the transactions contemplated hereby by Purchaser nor compliance with any of the material provisions hereof by Purchaser will (a) violate, conflict with or result in a breach of any material provision of the Articles of Incorporation, Bylaws or other organizational documents of Purchaser or any contract, lease or other instrument by which Purchaser is bound, (b) require any approval or consent of, or filing with, any governmental agency or authority, (c) violate any law, rule, regulation, or ordinance to which Purchaser is or may be subject, or (d) violate any judgment, order or decree of any court or other governmental agency or authority to which Purchaser is subject.

3.5 Brokers and Finders

. Neither Purchaser nor any affiliate thereof nor any officer or director thereof has engaged any finder or broker in connection with the transactions contemplated hereunder.

3.6 Legal Proceedings

. Except as described on **Schedule 3.6**, there are no claims, proceedings or investigations pending or, to the best knowledge of Purchaser, threatened relating to or affecting Purchaser or any affiliate of Purchaser before any court or other governmental authority in which an adverse determination would materially adversely affect the properties, business condition (financial or otherwise) of Purchaser or any affiliate of Purchaser or which would adversely affect Purchaser's ability to consummate the transactions contemplated hereby. Neither Purchaser nor any affiliate of Purchaser is subject to any court order or other government order applicable to Purchaser or any affiliate of Purchaser which materially adversely affects the condition (financial or otherwise), operations or business of Purchaser or any affiliate of Purchaser or which would adversely affect Purchaser's ability to consummate the transactions contemplated hereby.

3.7 Ability to Perform

. Purchaser has the ability to obtain funds in cash in amounts equal to the Purchase Price by means of credit facilities or otherwise and will at the Closing have immediately available funds in cash, which are sufficient to pay the Purchase Price and to pay any other amounts payable pursuant to this Agreement and to consummate the transactions contemplated by this Agreement.

3.8 Purchaser's Knowledge

. References in this Agreement to "Purchaser's knowledge" or "the knowledge of Purchaser" means the actual knowledge of the Chief Executive Officer or Chief Financial Officer of Purchaser, without independent research. No constructive or imputed knowledge shall be attributed to any such individual by virtue of any position held, relationship to any other Person or for any other reason.

ARTICLE 4

COVENANTS OF SELLERS

4.1 Access and Information; Inspections

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4.1.1 From the Signing Date through the Effective Time, (a) each Seller shall afford to the officers and agents of Purchaser (which shall include accountants, attorneys, bankers and other consultants and authorized agents of Purchaser) reasonable access during normal business hours at Seller's corporate headquarters in El Segundo, California to, and the right to inspect, the books, accounts, records and all other relevant documents and information with respect to the assets, liabilities and business of the Hospital of such Seller and the plant and property of the Hospital of such Seller at the Hospital of such Seller and (b) each Seller shall furnish Purchaser with such additional financial and operating data and other information in such Seller's possession as to businesses and properties of the Hospital of such Seller as Purchaser or its representatives may from time to time reasonably request; *provided, however*, that such Seller is not obligated to disclose information which is proprietary to such Seller and would not be essential to the ongoing operation of the Hospital of such Seller by Purchaser; *provided, further*, that all disclosures of information shall be consistent with the confidentiality agreements and any other non-disclosure agreements entered into (or to be entered into) among Purchaser, its representatives and such Seller. Purchaser's right of access and inspection shall be exercised in such a manner as not to interfere unreasonably with the operations of any Seller or the Hospital.

4.1.2 Notwithstanding anything contained herein, no Seller shall be required to provide Purchaser or its representatives or agents access to or disclose information where such access or disclosure would violate the rights of its patients, jeopardize the attorney-client or similar privilege with respect to such information or contravene any law, judgment, fiduciary duty or contract entered into prior to or on the date of this Agreement with respect to such information.

4.2 Cooperation

.

4.2.1 Each Seller shall reasonably cooperate with Purchaser and its authorized representatives and attorneys: (a) in Purchaser's efforts to obtain all consents, approvals, authorizations, clearances and licenses required to carry out the transactions contemplated by this Agreement (including, without limitation, those of governmental and regulatory authorities) or

which Purchaser reasonably deems necessary or appropriate, (b) in the preparation of any document or other material which may be required by any governmental agency as a predicate to or result of the transactions contemplated in this Agreement, and (c) in Purchaser's efforts to effectuate the assignment of Assumed Contracts and Assumed Leases to Purchaser as of the Closing Date. Except as may be otherwise requested by a Seller in order to comply with applicable law or regulatory guidance, notwithstanding anything contained herein, other than Bankruptcy Court orders and authorizations and Sellers' obligations under Section 8.8, it shall be Purchaser's sole responsibility (including payment of any fees, expenses, filings costs or other amounts) to obtain the Contract and Lease Consents, as well as all governmental consents, approvals, assignments, authorizations, clearances and licenses required to (x) carry out the transactions contemplated by this Agreement, including but not limited to medical licenses, and/or (y) transfer any of the Assets, including any Licenses. To the extent Purchaser needs certain information and data which is in the possession of a Seller in order for Purchaser to complete Purchaser's license and permit approval applications, Purchaser shall receive, upon request, reasonable assistance from such Seller in connection with the provision of such information.

4.2.2 Notwithstanding any provision to the contrary contained in this Agreement (including Section 8.8), no Seller shall be obligated to obtain the approval or consent to the assignment, to Purchaser, of any Assumed Contracts or Assumed Leases, from any party to any of the Assumed Contracts or Assumed Leases even if any such contract or lease states that it is not assignable without such party's consent.

4.3 Other Bidders

. Purchaser expressly acknowledges and agrees that each Seller has an obligation to seek out and determine the best and highest offer reasonably available for such Seller's assets in accordance with the Bankruptcy Code, and nothing herein shall amend, modify, alter, diminish or affect such obligation.

4.4 Sellers' Efforts to Close

. Each Seller shall use its reasonable commercial efforts to satisfy all of the conditions precedent set forth in ARTICLE 7 and ARTICLE 8 to its or Purchaser's obligations under this Agreement to the extent that such Seller's action or inaction can control or materially influence the satisfaction of such conditions; *provided, however*, that such Seller shall not be required to pay or commit to pay any amount to (or incur any obligation in favor of) any person (other than filing or application fees).

4.5 Termination Cost Reports

. Each Seller shall file all Medicare, Medi-Cal and any other termination cost reports required to be filed as a result of the consummation of (a) the transfer of the Assets of such Seller to Purchaser and (b) the transactions contemplated by this Agreement with respect to such Seller. Purchaser shall permit each Seller access to all Hospital books and records to prepare such reports and shall assist such Seller in the process of preparing, filing, and reviewing the termination cost reports. All such termination cost reports shall be filed by the applicable Seller

in a manner that is consistent with current laws, rules and regulations. Each Seller shall be responsible for filing governmental cost reports for the period of January 1, 2019 through the Closing Date. Purchaser shall be responsible for its own cost report filings relating to the Hospitals beginning on the day immediately following the Effective Time.

4.6 Consulting Agreement

. In an effort to support the Hospitals, their mission and long-term success, if Purchaser is the successful bidder at the auction for the Assets conducted pursuant to the Bankruptcy Case in connection with the "Bidding Procedures" as described in Section 6.2, the parties shall establish a consulting arrangement, whereby Purchaser would provide services to the Hospitals for the period prior to the Closing Date, *provided* that any consulting agreement shall be acceptable to Verity Health's Board of Directors, in its reasonable discretion, and if required, approved by the Bankruptcy Court and/or by the California State Attorney General.

4.7 Contract with Unions

. Representatives of Sellers who are parties to collective bargaining agreements and Purchaser shall meet and confer from time to time as reasonably requested by either party to discuss strategic business options and alternative approaches in negotiating each collective bargaining agreement. The applicable Sellers and Purchaser shall each participate in all union negotiations related to any specific collective bargaining agreement. Promptly following the Signing Date, applicable Sellers shall use commercially reasonable efforts to initiate discussions with Purchaser and conduct discussions to renegotiate each collective bargaining agreement currently in effect with each applicable union. The applicable Sellers will not unreasonably withhold, condition or delay approval or implementation of any successfully renegotiated collective bargaining agreement. The parties recognize that an applicable Seller's failure to secure a modification to any collective bargaining agreement, or to conclude a successor collective bargaining agreement shall not be a breach of Sellers' obligation under this Agreement, *provided* that if the unions refuse to negotiate, or otherwise are not timely, reasonable or realistic in renegotiating, the collective bargaining agreements during the period between the Signing Date and the Closing Date, Sellers and Purchaser will jointly consider, and negotiate mutually in good faith, alternative approaches that may be available and/or necessary to reduce Sellers' labor cost structure, including, but not limited to, seeking to reject the collective bargaining agreement(s).

4.8 Conduct of Business

. From the Effective Date until the Closing, or the earlier termination of this Agreement, without the prior written consent of Purchaser, Sellers shall, with respect to the ownership of the Assets and the operation of the Hospitals, use commercially reasonable efforts to:

(a) carry on Sellers' ownership of the Assets and the operation of the Hospitals in a manner materially consistent with past practice, but subject to the Bankruptcy Cases and Sellers' obligations and actions in connection therewith;

(b) maintain in effect the insurance and equipment replacement coverage with respect to the Assets;

(c) if and as permitted by the Bankruptcy Court, pay any bonuses payable under the Key Employee Retention Plan and Key Employee Incentive Plan of Sellers;

(d) maintain the Assets in materially the same condition as at present, ordinary wear and tear excepted;

(e) perform its material obligations under all contracts with respect to the Assets in compliance with the Bankruptcy Code;

(f) following entry of the Sale Order, permit and allow reasonable access by Purchaser and its representatives (which shall include the right to send written materials, all of which shall be subject to Sellers' reasonable approval prior to delivery) to make offers of post-Closing employment to any of Sellers' personnel (including access by Purchasers and their representatives for the purpose of conducting open enrollment sessions for Purchasers' employee benefit plans and programs) and to establish relationships with physicians, medical staff and others having business relations with Sellers;

(g) with respect to material deficiencies, if any, cited by any governmental authority (other than the Attorney General of the State of California and other than with respect to Seismic requirements) or accreditation body in the most recent surveys conducted by each, cure or develop and timely implement a plan of correction that is acceptable to such governmental authority or such accreditation body;

(h) timely file or cause to be filed all material reports, notices and tax returns required to be filed and pay all required taxes as they come due;

(i) comply in all material respects with all material Legal Requirements (including Environmental Laws) applicable to the conduct and operation of the Hospitals; and

(j) maintain all material approvals, permits and environmental permits relating to the Hospitals and the Assets.

4.9 Phase I Site Assessments

. As soon as available, Sellers shall deliver to Purchaser Phase I environmental site assessments of the Owned Real Property and the Leased Real Property. The costs of the Phase I environmental site assessments shall be borne by Sellers.

4.10 Accounts Receivable Collection

. With respect to the collection of accounts receivable, including but not limited to accounts assigned or transferred to third parties for collection, there shall be no write-off or other release of amounts due, except for (i) classifying such accounts receivable as bad debt reserves in the ordinary course of business, (ii) as required by existing contracts, (iii) with respect to patients, ordinary course recoupment and refunding of overpayments, (iv) implementation of Sellers'

existing patient assistance and forgiveness policies, and (v) actions in the Bankruptcy Court in respect of the accounts receivable listed in **Schedule 4.10** hereto.

4.11 Sale Free and Clear

. Sellers acknowledge and agree that on the Closing Date, to the fullest extent permitted under applicable law, the Assets shall be transferred to Purchaser free and clear of all claims, liens and liabilities, in accordance with Section 363(f) of the Bankruptcy Code.

ARTICLE 5

COVENANTS OF PURCHASER

5.1 Purchaser's Efforts to Close

. Purchaser shall use its reasonable commercial efforts to satisfy all of the conditions precedent set forth in ARTICLE 7 and ARTICLE 8 to its or Sellers' obligations under this Agreement to the extent that Purchaser's action or inaction can control or materially influence the satisfaction of such conditions.

5.2 Required Governmental Approvals

. Purchaser, at its sole cost and expense (a) shall use its reasonable commercial efforts to secure, as promptly as practicable before the Closing Date, all material consents, approvals (or exemptions therefrom), authorizations, clearances and licenses required to be obtained from governmental and regulatory authorities in order to carry out the transactions contemplated by this Agreement and to cause all of its covenants and agreements to be performed, satisfied and fulfilled, and (b) will provide such other information and communications to governmental and regulatory authorities as any Seller or such authorities may reasonably request. Except for any filings required by Law or under this Agreement to be submitted to governmental authorities by Seller in order to carry out the transactions contemplated by this Agreement, Purchaser is responsible for all other filings with and requests to governmental authorities necessary to enable Purchaser to operate the Hospital at and after the Effective Time. Purchaser shall, promptly, but no later than thirty (30) business days after the entry of the Sale Order or sooner if required by applicable governmental or regulatory authorities, file all such applications, licensing packages and other similar documents with all applicable governmental and regulatory authorities which are a prerequisite to obtaining the material licenses, permits, authorizations and provider numbers described in Section 8.1. Purchaser shall be entitled, but not obligated, to obtain the Contract and Lease Consents. Purchaser shall be entitled, but not obligated, to solicit and obtain estoppel certificates from any third party to any Leased Real Property. Purchaser's failure to obtaining any or all of the Contract and Lease Consents or estoppel certificates as of the Closing Date shall not be a condition precedent to either party's obligation to close the transactions contemplated by this Agreement.

5.3 Certain Employee Matters

.

(a) Subject to Purchaser's standard hiring, pay and benefit practices, policies and procedures, Purchaser agrees to offer employment, effective as of the Effective Time, to substantially all persons (whether such persons are full time employees, part-time employees, on short-term or long-term disability or on leave of absence, military leave or workers compensation leave) (the "**Hospital Employees**") who, immediately prior to the Effective Time are: (i) employees of any Seller; (ii) employees of any affiliate of any Seller which employs individuals at the Hospital and are listed on **Schedule 5.3**; or (iii) employed by an affiliate of any Seller and are listed on **Schedule 5.3**. For the avoidance of doubt, the Hospital Employees shall not include any employees of any affiliate of Sellers unless such individual is listed on **Schedule 5.3**. Any of the Hospital Employees who accept an offer of employment with Purchaser as of or after the Effective Time shall be referred to in this Agreement as the "**Hired Employees**." All employees who are Hired Employees shall cease to be employees of the applicable Seller or its affiliates as of the Effective Time.

(b) Hospital Employees that become Hired Employees in accordance with Section 5.3(a) shall cease to be employees of Seller, and shall be removed from Seller's payroll. Seller shall timely make or cause to be made by Seller's affiliates appropriate distributions to, or for the benefit of, all of such Hired Employees in respect of the Seller Plans which are in force and effect with respect to such Hired Employees in accordance with ERISA, the Code, and the terms and conditions of the Seller Plans; *provided, however*, no such distribution shall be required to the extent it is among the Assumed Obligations.

(c) Purchaser shall give all Hired Employees full credit for paid time off pay to such employees as of the Closing Date, up to a maximum of 300 hours per Hired Employee, either by (i) crediting such employees the time off reflected in the employment records of the applicable Seller and/or any of its affiliates immediately prior to the Effective Time or (ii) by making full payments to such employees of the amounts which such employees would have received had they taken such paid time off.

(d) Seller shall be responsible to provide continuation coverage pursuant to the requirements of Code Section 4980B and Part 6 of Title I of ERISA ("COBRA Coverage") with respect to the Hospital Employees (and their dependents) whose qualifying event occurred prior to the date on which the Hospital Employees become Hired Employees. Purchaser shall be responsible to provide COBRA Coverage with respect to each of the Hospital Employees (and their dependents) whose qualifying event occurs on or after the date on which the Hospital Employees become Hired Employees

(e) After the Closing Date, Purchaser's human resources department will give reasonable assistance to each Seller and its affiliates with respect to such Seller's and such Seller's affiliates' post-Closing administration of such Seller's and such Seller's affiliates' pre-Closing employee benefit plans for the Hospital Employees. Within five (5) days after the Closing Date, Purchaser shall provide to each Seller a list of all the Hospital Employees who were offered employment by Purchaser but refused such employment along with a list of all Hired Employees.

(f) With respect to any collective bargaining agreements or labor contract with respect to any employees, Purchaser shall comply with the applicable laws and bankruptcy

court orders relating to collective bargaining agreements or labor contracts and the provisions of Section 4.6, hereof.

(g) The provisions of this Section 5.3 are solely for the benefit of the parties to this Agreement, and no employee or former employee or any other individual associated therewith or any employee benefit plan or trustee thereof shall be regarded for any purpose as a third party beneficiary of this Agreement, and nothing herein shall be construed as an amendment to any employee benefit plan for any purpose.

5.4 Excluded Assets

. As soon as practicable after the Closing Date, Purchaser shall deliver to each Seller or such Seller's designee any Excluded Assets of such Seller found at the Hospital on and after the Effective Time, without imposing any charge on any Seller for Purchaser's storage or holding of same on and after the Effective Time.

5.5 Waiver of Bulk Sales Law Compliance

. Purchaser hereby waives compliance by Sellers with the requirements, if any, of ARTICLE 6 of the Uniform Commercial Code as in force in any state in which the Assets are located and all other laws applicable to bulk sales and transfers.

5.6 Attorney General

. Promptly after entry of the Sale Order, each Seller and Purchaser shall cooperate in obtaining, any required review and consent by the California Attorney General (the "**CA AG**") to the sale of the Assets to Purchaser in accordance with this Agreement and the Sale Order pursuant to Title 11, Chapter 15, Section 999.5 of the California Code of Regulations, including without limitation, preparing and submitting to the CA AG a notice of the transactions contemplated by this Agreement within ten (10) calendar days after entry of the Sale Order and participating in any required Attorney General or public meetings. The cost and expense for any notices and other filings with the CA AG shall (a) be borne equally by Purchaser and Sellers for the first Five Hundred Thousand Dollars ($500,000) of such cost and expense, and (b) thereafter, such cost and expense in excess of Five Hundred Thousand Dollars ($500,000) shall be borne solely by Purchaser.

5.7 Conduct Pending Closing

. Prior to consummation of the transactions contemplated hereby or the termination or expiration of this Agreement pursuant to its terms, unless Sellers shall otherwise consent in writing, Purchaser shall not take any action or fail or omit to take any action which would cause any of Purchaser's representations and warranties set forth in ARTICLE 4 to be inaccurate or untrue as of the Closing in any material manner.

5.8 Cure Costs

. Purchaser, upon assumption, shall pay the Cure Costs for each Assumed Contract and Assumed Lease so that each such Assumed Contract and Assumed Lease may be assumed by the

applicable Seller and assigned to Purchaser in accordance with the provisions of section 365 of the Bankruptcy Code. For purposes of this Agreement, "**Cure Costs**" means all amounts that must be paid and all obligations that otherwise must be satisfied, including pursuant to Sections 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the assumption and/or assignment of the Assumed Contracts and Assumed Leases to Purchaser as provided herein.

5.9 Contract with Unions

. Representatives of Sellers who are parties to collective bargaining agreements and Purchaser shall meet and confer from time to time as reasonably requested by either party to discuss strategic business options and alternative approaches in negotiating each collective bargaining agreement. The applicable Sellers and Purchaser shall each participate in all union negotiations related to any specific collective bargaining agreement. Promptly following the Signing Date, applicable Sellers shall use commercially reasonable efforts to initiate discussions with Purchaser and conduct discussions to renegotiate each collective bargaining agreement currently in effect with each applicable union. The applicable Sellers will not unreasonably withhold, condition or delay approval or implementation of any successfully renegotiated collective bargaining agreement. The parties recognize that an applicable Seller's failure to secure a modification to any collective bargaining agreement, or to conclude a successor collective bargaining agreement shall not be a breach of Sellers' obligation under this Agreement, *provided* that if the unions refuse to negotiate, or otherwise are not timely, reasonable or realistic in renegotiating, the collective bargaining agreements during the period between the Signing Date and the Closing Date, Sellers and Purchaser will jointly consider, and negotiate mutually in good faith, alternative approaches that may be available and/or necessary to reduce Sellers' labor cost structure, including, but not limited to, seeking to reject the collective bargaining agreement(s).

5.10 Operating Covenant

. Purchaser shall act in good faith and use Purchaser's commercially reasonable efforts to serve the medical needs of each Hospital's service area.

5.11 HSR Filing

. Purchaser and each Seller will as promptly as practicable, and in any event no later than five (5) business days after the date of the Sale Order, file with the Federal Trade Commission and the Department of Justice the notification and report forms required for the transactions contemplated hereby and any supplemental information that may be reasonably requested in connection therewith pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "**HSR Act**"), which notification and report forms and supplemental information will comply in all material respects with the requirements of the HSR Act. Purchaser shall pay all filing fees required with respect to the notification, report and other requirements of the HSR Act. Each of Purchaser and Sellers shall furnish to the other such information and assistance as the other shall reasonably requires in connection with the preparation and submission to, or agency proceedings by, any governmental authority under the HSR Act, and each of Purchaser and Sellers shall keep the other promptly apprised of any communications with, and inquires or requests for information from, such governmental authorities.

ARTICLE 6

SELLERS' BANKRUPTCY AND BANKRUPTCY COURT APPROVAL

6.1 Bankruptcy Court Approval

.

(a) Sellers and Purchaser acknowledge that this Agreement and the sale of the Assets and the assumption and assignment of the Assumed Contracts and Assumed Leases are subject to Bankruptcy Court approval, and that this Agreement is subject to termination in the event any Seller receives a better and higher offer for such Seller's assets in accordance with the Bankruptcy Code.

(b) From the Signing Date until the entry of the Bidding Procedures Order by the Bankruptcy Court, Sellers shall not, and shall cause their respective affiliates and representatives to not, directly or indirectly: (a) solicit, initiate or induce the making, submission or announcement of, or knowingly encourage any inquiry, proposal or offer from any person, including any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, governmental body or other entity (collectively, "**Person**"), other than Purchaser, concerning an alternative transaction with that Person as stalking-horse bidder (collectively, the "**Acquisition Proposal**"), in any manner that is inconsistent with or violates the (i) auction/solicitation procedures set forth in ARTICLE 6 of this Agreement, (ii) terms of the Sale Motion with respect to all bidding/solicitation/auction procedures, or (iii) the Bidding Procedures Order; or (b) enter into any contract or agreement relating to an Acquisition Proposal.

(c) Each Seller shall at the Sale Hearing exercise reasonable efforts to obtain a "Sale Order" approving this Agreement, subject to its obligations in respect of any better and higher offer for such Seller's assets in accordance with the Bankruptcy Code. For purposes of this Agreement, the term "**Sale Order**" shall mean an order of the Bankruptcy Court authorizing the sale of the Assets (including the assumption and assignment of the Assumed Contracts and Assumed Leases) to Purchaser free and clear of all liens, claims and encumbrances other than the Permitted Exceptions and the Assumed Contracts and Assumed Leases and, solely with respect to Seton, the transfer of real property subject to the PACE Special Assessment, pursuant to Bankruptcy Code Section 363(f), all consistent with this Agreement and in a form reasonably satisfactory to Purchaser.

(d) Each Seller agrees to proceed in good faith to obtain Bankruptcy Court approval of the sale contemplated herein with a determination that Purchaser is a good faith purchaser pursuant to Bankruptcy Code Section 363(m) and to file such declarations and other evidence as may be required to support a finding of good faith.

(e) Each Seller shall seek an order from the Bankruptcy Court retaining jurisdiction over all matters relating to claims against such Seller as debtor solely in the Bankruptcy Court.

6.2 Bidding Procedures

. Sellers reserve the right to obtain a higher bid by a qualified bidder or qualified bidders for the Assets pursuant to bidding procedures. Sellers shall use good faith efforts to cause the Bankruptcy Court to adopt bidding procedures substantially in accordance with **Schedule 6.2** attached hereto. In addition, Sellers agree to provide Purchaser a copy of each bid for an Alternative Transaction (as defined below) upon receipt, and all qualified bids shall be due at Bid Deadline. The "**Bid Deadline**" shall be the date which is the deadline for submission of bids for the Assets and shall be no less than seven (7) days prior to the auction for the Assets. As used herein, an "**Alternative Transaction**" shall be defined as a transaction or series of related transactions (which could include confirmation of a plan of reorganization in accordance with the Bankruptcy Code) pursuant to which Sellers accept (or any Seller accepts) a bid to acquire all or substantially all of the Assets or all or substantially all of the equity or membership interests of a Seller or any of Sellers' successors from a Person other than Purchaser, in accordance with the Bidding Procedures Order or otherwise, but does not mean the sale of goods or services of the Sellers conducted in the ordinary course of business.

6.3 Break-Up Fee

. In the event that an overbidder (and not Purchaser) is the successful bidder for the purchase of some or all of the Assets or in the event that Sellers commit any material default under this Agreement, the Sellers shall request authorization of the Bankruptcy Court to pay (i) the Purchaser's fees and expense associated with the sale of the Assets in an amount of the Purchaser's fees and expenses, agreed by the parties to be Fifteen Million Dollars ($15,000,000) (the "**Break-Up Fee**") (*provided, however*, that in the event that the Purchaser is successful as to some but not all of the Assets, the Break-Up Fee shall be reduced pro rata to the percentage of Assets actually purchased by the Purchaser as compared to the Assets which were the subject of the stalking horse bid) and (ii) Purchaser's reasonable fees and expenses associated with the transactions contemplated by this Agreement not to exceed Two Million Three Hundred Fifty Thousand Dollars ($2,350,000) (the "**Expense Reimbursement**"), which shall include fees and expenses related to Purchaser's due diligence, and pursuing, negotiating and documenting the transactions contemplated by this Agreement. The Break-up Fee and Expense Reimbursement shall collectively mean the "**Bid Protections**." The Bid Protections are subject to Bankruptcy Court approval and shall be deemed to be an allowed expense of the kind specified in Section 503(b) of the Bankruptcy Code to be paid solely from the proceeds of an Alternate Transaction, pursuant to the Sale Order. Neither the Break-Up Fee or the Expense Reimbursement shall be paid if the Alternate Transaction was pursued due to a material breach by the Purchaser or the Purchaser's failure or refusal to consummate the transaction after the satisfaction or waiver of all closing conditions.

6.4 Appeal of Sale Order

. In the event an appeal is taken or a stay pending appeal is requested from the Sale Order, Sellers shall immediately notify Purchaser of such appeal or stay request and shall provide to Purchaser promptly a copy of the related notice of appeal or order of stay. Sellers shall also provide Purchaser with written notice of any motion or application filed in connection with any appeal from either of such orders. In the event of an appeal of the Sale Order, Sellers

shall be primarily responsible for drafting pleadings and attending hearings as necessary to defend against the appeal.

ARTICLE 7

CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS

Sellers' obligation to sell the Assets and to close the transactions as contemplated by this Agreement shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date unless specifically waived in writing by Sellers in whole or in part at or prior to the Closing:

7.1 Signing and Delivery of Instruments

. Purchaser shall have executed and delivered all documents, instruments and certificates required to be executed and delivered pursuant to the provisions of this Agreement.

7.2 No Restraints

. No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the transactions contemplated in this Agreement shall have been issued by any court of competent jurisdiction or any other governmental body and shall remain in effect on the Closing Date, and further, no governmental entity shall have commenced any action or suit before any court of competent jurisdiction or other governmental authority that seeks to restrain or prohibit the consummation of the transactions contemplated hereby.

7.3 Performance of Covenants

. Purchaser shall have in all material respects performed or complied with each and all of the obligations, covenants, agreements and conditions required to be performed or complied with by it on or prior to the Closing Date.

7.4 Governmental Authorizations

. Purchaser shall have obtained all material licenses, permits and authorizations from governmental agencies or governmental bodies that are necessary or required for completion of the transactions contemplated by this Agreement, including reasonable assurances that any material licenses, permits and authorizations not actually issued as of the Closing will be issued following Closing (which may include oral assurances from appropriate governmental agencies or bodies).

7.5 Attorney General Provisions

. Purchaser recognizes that transactions contemplated by this Agreement may be subject to review and approval of the CA AG. Purchaser agrees to close the transactions contemplated by this Agreement, so long as any conditions imposed by the CA AG are substantially consistent with the conditions set forth on **Schedule 8.6** or the Bankruptcy Court compels the CA AG to approve the transaction based on the conditions set forth on **Schedule 8.6**. In the event the CA

AG imposes conditions on the transactions contemplated by this Agreement which are not substantially consistent with **Schedule 8.6** (the "**Additional Conditions**"), Sellers shall have the opportunity to file a motion with the Bankruptcy Court seeking the entry of an order finding that the conditions are an "interest in property" for purposes of 11 U.S.C. § 363(f), and, thus, the Assets can be sold free and clear of the Additional Conditions. Upon the entry of such an order from the Bankruptcy Court, and so long as such order remains in full force and effect, Purchaser shall be required to consummate the transactions contemplated by this Agreement. If Sellers do not obtain such an order, or such order does not remain in full force and effect, Purchaser shall not be required to consummate the transactions contemplated by this Agreement.

7.6 Bankruptcy Court Approval

. The Bankruptcy Court shall have entered the Sale Order.

7.7 CSCDA Acknowledgement

. The CSCDA and PACE Trustee shall have executed acknowledgements in form and substance acceptable to Sellers that Purchaser is the Successor Property Owner and Obligated Party under the PACE Obligations, and releases of the Sellers from any and all claims arising or accruing prior to the Closing Date.

7.8 HSR Act

. The applicable waiting periods required under the HSR Act shall have expired or been earlier terminated.

ARTICLE 8

CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER

Purchaser's obligation to purchase the Assets and to close the transactions contemplated by this Agreement shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date unless specifically waived in writing by Purchaser in whole or in part at or prior to the Closing. In the event that any of these conditions are not satisfied on or prior to the Closing Date, Purchaser may at Purchaser's option to be exercised by written notice cancel this Agreement and all Deposits shall be promptly returned to Purchaser.

8.1 Governmental Authorizations

. Except as otherwise set forth in Section 8.6 or 8.8 of this Agreement, Purchaser shall have obtained licenses, permits and authorizations from governmental agencies or governmental bodies that are required for operation of the Hospitals, except in such case where failure to obtain such license, permit or authorizations from a governmental agency or governmental body does not have a Material Adverse Effect.

8.2 Bankruptcy Court Approval

. The Bankruptcy Court shall have entered the Sale Order and made a finding that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code for all of the Hospitals.

8.3 Signing and Delivery of Instruments

. Sellers shall have executed and delivered all documents, instruments and certificates required to be executed and delivered pursuant to all of the provisions of this Agreement.

8.4 Performance of Covenants

. Each Seller shall have in all material respects performed or complied with each and all of the obligations, covenants, agreements and conditions required to be performed or complied with by such Seller on or prior to the Closing Date; *provided, however*, this condition will be deemed to be satisfied unless (a) Sellers were given written notice of such failure to perform or comply and did not or could not cure such failure to perform or comply within sixty (60) days after receipt of such notice and (b) the respects in which such obligations, covenants, agreements and conditions have not been performed have had or would have a Material Adverse Effect.

8.5 No Restraints

. No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the transactions contemplated in this Agreement shall have been issued by any court of competent jurisdiction and shall remain in effect on the Closing Date, and further, no governmental entity shall have commenced any action or suit before any court of competent jurisdiction or other governmental authority that seeks to restrain or prohibit the consummation of the transactions contemplated hereby.

8.6 Attorney General Provisions

. Purchaser recognizes that transactions contemplated by this Agreement may be subject to review and approval of the CA AG. Purchaser agrees to close the transactions contemplated by this Agreement, so long as any conditions imposed by the CA AG are substantially consistent with the conditions set forth on **Schedule 8.6** or the Bankruptcy Court compels the CA AG to approve the transaction based on the conditions set forth on **Schedule 8.6**. In the event the CA AG imposes conditions on the transactions contemplated by this Agreement which are not substantially consistent with **Schedule 8.6** (the "**Additional Conditions**"), Sellers shall have the opportunity to file a motion with the Bankruptcy Court seeking the entry of an order finding that the conditions are an "interest in property" for purposes of 11 U.S.C. § 363(f), and, thus, the Assets can be sold free and clear of the Additional Conditions. Upon the entry of such an order from the Bankruptcy Court, and so long as such order remains in full force and effect, Purchaser shall be required to consummate the transactions contemplated by this Agreement. If Sellers do not obtain such an order, or such order does not remain in full force and effect, Purchaser shall not be required to consummate the transactions contemplated by this Agreement.

8.7 Collective Bargaining Agreements and Labor Contracts

. Purchaser agrees to close the transactions contemplated by this Agreement, so long as (i) the respective collective bargaining agreement or union labor contract for each of the Hospitals with the California Nurses Association, Service Employees International Union – United Healthcare Workers West, the National Union of Healthcare Workers and/or the United Nurses Associations of California is substantially consistent with the Purchaser's existing collective bargaining agreements with each such respective union, or (ii) the Bankruptcy Court takes action to reject any such collective bargaining agreement that is not substantially consistent. In the event any collective bargaining agreement of a Seller is not substantially consistent with the Purchaser's existing collective bargaining agreement with the respective union, and the Bankruptcy Court does not reject such collective bargaining agreement, then Purchaser shall not be required to consummate the transactions contemplated by this Agreement.

8.8 Medicare and Medi-Cal Provider Agreements

. Following consultation with Purchaser, Sellers shall have obtained agreements with the Medicare and Medi-Cal agencies with respect to the transfer of each Seller's provider agreements with such agencies that (a) all pre-closing liabilities and obligations under any of Sellers' Medicare Provider Agreements are fully satisfied, discharged, and released with regard to any claims under the Medicare Provider Agreement, whether known or unknown, that the Centers for Medicare & Medicaid Services has against the Sellers or Purchaser for pre-closing liabilities and obligations arising under the Medicare Provider Agreement before the Effective Time and (b) such provider agreements will be transferred to Purchaser as of the Effective Time free and clear of such pre-closing liabilities and obligations; provided, however, that Purchaser acknowledges and agrees that it may be treated by the Medicare and Medi-Cal agencies as the successor to the quality history associated with the relevant Medicare Provider Agreement assigned and, for purposes of survey and certification issues associated with such quality history, Purchaser may be treated as if it is the relevant Seller and no change of ownership occurred.

8.9 HSR Act

. The applicable waiting periods required under the HSR Act shall have expired or been earlier terminated.

8.10 Title Matters

. The Owned Real Property shall not have become encumbered or subject to any matter that is not a Permitted Exception or otherwise agreed to by Purchaser, and to the extent Purchaser and Sellers have agreed with Purchaser's title company within sixty (60) days prior to the Effective Time as to the form (including all title exceptions and delivery requirements) of the title policies relating to the Owned Real Property (each, a "**Title Policy**"), Purchaser shall have received reasonable assurance from its title company of its unconditional commitment to issue, subject only to payment of applicable premiums, the Title Policies as of the Effective Time in accordance with the provisions of this Section 8.10. Each Title Policy shall (a) name Purchaser as the insured, and (b) commit to insure good and marketable fee simple title to such Owned Real Property in Purchaser's name, subject only to the Permitted Exceptions.

8.11 Representations and Warranties

. The Sale Order Date Representations shall be true and correct in all material respects at and as of the Closing Date, except where the failure of such representations and warranties to be true and correct would not have a Material Adverse Effect.

8.12 CSCDA Acknowledgement

. The CSCDA and PACE Trustee shall have executed acknowledgements in form and substance acceptable to Purchaser that Purchaser is the Successor Property Owner and Obligated Party under the PACE Obligations.

ARTICLE 9

TERMINATION

9.1 Destruction of Assets

. For purposes of this Agreement, damage or destruction to the tangible Assets shall be deemed a "**Material Casualty**" if, as reasonably determined by the parties, the estimated uninsured cost to repair such damage or destruction in the aggregate (the "**Aggregate Damage**") exceeds Twenty Million Dollars ($20,000,000).

(a) If, prior to or as of the Closing Date, any portion of the tangible Assets have suffered loss or damage on account of fire, flood, wind, hurricane, earthquake, accident, act of war, terrorist act, or other cause or event (whether or not similar to the foregoing), and such casualty is a Material Casualty, Purchaser shall have the right to terminate this Agreement by giving at least five (5) days' prior written notice to Sellers.

(b) If such damage or destruction is not a Material Casualty, the parties' duties and obligations under this Agreement shall not be affected and the Closing shall proceed as scheduled in accordance with the terms of this Agreement; *provided, however*, Sellers shall assign, transfer, and set over to Purchaser all of Sellers' respective right, title, and interest in and to any third party insurance policy proceeds on account of such damage or destruction not remedied or repaired by Sellers prior to the Closing.

(c) If such damage or destruction constitutes a Material Casualty, and Purchaser does not terminate this Agreement as provided in Section 9.2, despite such Material Casualty, then at the Closing, Sellers shall assign, transfer, and set over to Purchaser all of Sellers' respective right, title, and interest in and to any third party insurance policy proceeds on account of such damage or destruction, it being the intention of the parties that Purchaser shall bear the risk of loss for any damage exceeding any such third party insurance policy proceeds (and in no event shall Purchaser be entitled to recover any amounts in respect of a Material Casualty directly from Sellers).

(d) If Sellers and Purchaser are unable to agree as to the amount of Aggregate Damage and/or whether a Material Casualty has occurred in connection with this Section 9.1, the amount of the Aggregate Damage and/or determination of whether a Material Casualty has occurred shall be determined by the loss consultant mutually designated by the parties and set forth on **Schedule 9.1(d)** (the "**Loss Consultant**"). The Loss Consultant, acting as an expert and

not as an arbitrator, shall determine the definitive amount of the Aggregate Damage (which Aggregate Damage shall be an amount within the range of the respective positions of Sellers and Purchaser), or shall otherwise determine whether a Material Casualty has occurred, which determination shall occur no later than ten (10) days following the date the Loss Consultant has received the submission from each of Sellers and Purchaser. Subject to Bankruptcy Court approval, the decision of the Loss Consultant shall be conclusive and binding as between Sellers and Purchaser, and the costs of such review shall be borne by the party whose submission is furthest from the determination of the Loss Consultant.

9.2 Termination

. This Agreement may be terminated at any time prior to Closing:

(a) by the mutual written consent of the parties;

(b) by Sellers if a material breach of this Agreement has been committed by Purchaser and such breach has not been (i) waived in writing by Sellers, or (ii) cured by Purchaser to the reasonable satisfaction of Sellers within fifteen (15) business days after service by Sellers upon Purchaser of a written notice which describes the nature of such breach; *provided, however*, Sellers shall not be permitted to terminate this Agreement pursuant to this Section 9.2(b) if any Seller is in material breach of this Agreement;

(c) by Purchaser if, in its sole and absolute discretion, it is not satisfied with either (i) the results of its due diligence examination of the Hospitals, or (ii) the contents of any schedule or exhibit that was not completed and attached to this Agreement as of the Signing Date, but which has been provided to Purchaser no later than ten (10) calendar days after the Signing Date, and Purchaser has notified Seller of its election to terminate the Agreement under this Section 9.2(c) on or prior to the expiration of the Final Diligence Period, which notice may be given by facsimile or email correspondence, *provided* that for the avoidance of doubt, following expiration of the Final Diligence Period, notwithstanding anything else in this Section 9.2(c), Purchaser shall not be entitled to terminate this Agreement (or not Close) as a result of the breach of any representation or warranty made by Sellers (or any of them) other than the breach of a Sales Order Date Representation, but in each case solely to the extent such breach of a Sales Order Date Representation would result in a Material Adverse Effect; *provided, further*, that any dispute between Purchaser and Sellers as to whether a Material Adverse Effect has occurred for any purpose under this Agreement shall be exclusively settled by a determination made by the Bankruptcy Court;

(d) by Purchaser if a material breach of this Agreement has been committed by Sellers and such breach has not been (i) waived in writing by Purchaser, or (ii) cured by Sellers to the reasonable satisfaction of Purchaser within fifteen (15) business days after service by Purchaser upon Sellers of a written notice which describes the nature of such breach; *provided, however*, Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 9.2(d) if Purchaser is also in material breach of this Agreement;

(e) by Purchaser if satisfaction of any condition in ARTICLE 8 is or becomes impossible and Purchaser has not waived such condition in writing (*provided* that the failure to

satisfy the applicable condition or conditions has occurred by reason other than (i) through the failure of Purchaser to comply with its obligations under this Agreement, or (ii) Sellers' failure to provide their closing deliveries on the Closing Date as a result of Purchaser not being ready, willing and able to close the transaction on the Closing Date);

(f) by Sellers if satisfaction of any such condition in ARTICLE 7 is or becomes impossible and Sellers have not waived such condition in writing (*provided* that the failure to satisfy the applicable condition or conditions has occurred by reason other than (i) through the failure of Sellers to comply with their obligations under this Agreement, or (ii) Purchaser's failure to provide its closing deliveries on the Closing Date as a result of Sellers not being ready, willing and able to close the transaction on the Closing Date);

(g) by either Purchaser or Sellers if the Bankruptcy Court enters an order dismissing the Bankruptcy Case or fails to approve the sale of the Assets to Purchaser;

(h) by Sellers if, in connection with the Bankruptcy Case, Sellers receive a better and higher offer for such Sellers' assets in accordance with the Bankruptcy Code and consistent with overbid requirements set forth in the Bidding Procedures Order;

(i) by either Purchaser or Sellers if the Closing has not occurred (other than through the failure of any party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before December 31, 2019 (the "**Termination Date**").

9.3 Termination Consequences

. If this Agreement is terminated pursuant to Section 9.3: (a) all further obligations of the parties under this Agreement shall terminate, *provided* that the provisions of ARTICLE 12, shall survive, (b) each party shall pay the costs and expenses incurred by it in connection with this Agreement; provided, in the case of any termination based on Section 9.2(h) (Sellers receive acceptable overbid), the consequences of such termination shall be determined in accordance with Section 6.3 hereof; and *provided, further*, in the case of any termination based on Section 9.2(d) (material breach by Sellers), the Sellers shall pay the Purchaser's Expense Reimbursement; and (c) except in the case of any termination based on Section 9.2(b), the Deposit will be refunded to Purchaser. Each Party acknowledges that the agreements contained in this Section 9.3 are an integral part of the transactions contemplated by this Agreement, that without these agreements such Party would not have entered into this Agreement.

ARTICLE 10

POST-CLOSING MATTERS

10.1 Excluded Assets

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Any Excluded Asset (or proceeds thereof) (a) pursuant to the terms of this Agreement, (b) as otherwise determined by the parties' mutual written agreement, or (c) absent such agreement, as determined by adjudication by the Bankruptcy Court, which comes into the possession,

custody or control of Purchaser (or its respective successors-in-interest, assigns or affiliates) shall, within sixty (60) calendar days following receipt, be transferred, assigned or conveyed by Purchaser (and its respective successors-in-interest, assigns and affiliates) to the applicable Seller. Purchaser (and its respective successors-in-interest, assigns and affiliates) shall have neither the right to offset amounts payable to either Seller under this Section 10.1 against, nor the right to contest its obligation to transfer, assign and convey to either Seller because of, outstanding claims, liabilities or obligations asserted by Purchaser against either Seller.

10.2 Preservation and Access to Records After the Closing

.

(a) From the Closing Date until seven (7) years after the Closing Date or such longer period as required by law (the "**Document Retention Period**"), Purchaser shall keep and preserve all medical records (including, without limitation, electronic medical records), patient records, medical staff records and other books and records which are among the Assets as of the Effective Time, but excluding any records which are among the Excluded Assets. Purchaser will afford to the representatives of Sellers, any of their affiliates, the Official Committee of the Unsecured Creditors of the Sellers, Sellers' estate representative or any liquidating trustee of the Sellers' bankruptcy estate ("**Seller Parties**"), including their counsel and accountants, reasonable access to, and copies (including, without limitation, color laser copies) of, such records with respect to time periods prior to the Effective Time (including, without limitation, access to records of patients treated at the Hospital prior to the Effective Time) during normal business hours after the Effective Time, to the extent reasonably needed by any Seller Party for any lawful purpose. After the expiration of the Document Retention Period, if Purchaser intends to destroy or otherwise dispose of any of the documents described in this Section 10.2(d), Purchaser shall provide written notice to Sellers of Purchaser's intention no later than forty-five (45) calendar days prior to the date of such intended destruction or disposal. Any of the Seller Parties shall have the right, at its sole cost, to take possession of such documents during such forty-five (45) calendar day period. If any of the Seller Parties does not take possession of such documents during such forty-five (45) calendar day period, Purchaser shall be free to destroy or otherwise dispose of such documentation upon the expiration of such forty-five (45) calendar day period.

(b) Provided that Purchaser shall not incur any out of pocket costs, Purchaser shall give reasonable cooperation to the Seller Parties and their insurance carriers in connection with the administration of Sellers' estate, including, without limitation, in connection with all claims, actions, causes of action or audits relating to the Excluded Assets, Excluded Liabilities or pre-Closing operation of the Sellers or the Hospital that any Seller Party may elect to pursue, dispute or defend, in respect of events occurring prior to the Effective Time with respect to the operation of the Hospital. Such cooperation shall include, without limitation, making the applicable Hired Employees available for interviews, depositions, hearings and trials and other assistance in connection with the administration of Sellers' estate and available to assist in the securing and giving of evidence and in obtaining the presence and cooperation of witnesses, *provided* that Purchaser shall not be required to incur any out of pocket costs in association herewith. If Purchaser or any such Hired Employee incurs any reasonable costs and expenses in connection with the cooperation efforts herewith, then Sellers shall reimburse Purchaser and any such Hired Employee for such incurred costs and expenses. In addition, Sellers and their

affiliates shall be entitled to copy (at their own expense) any Hospital records, but only for purposes of pending litigation involving the persons to whom such records refer, as certified in writing prior to copying such records by counsel retained by Sellers or any of their affiliates in connection with such litigation.

(c) In connection with (i) the transition of the Hospital pursuant to the transaction contemplated by this Agreement, (ii) Sellers' rights to the Excluded Assets, (iii) any claim, audit, or proceeding, including, without limitation, any tax claim, audit, or proceeding, and (iv) the Sellers' obligations under the Excluded Liabilities, Purchaser shall after the Effective Time give Sellers access during normal business hours to Purchaser's books, personnel, accounts and records and all other relevant documents and information with respect to the assets, liabilities and business of the Hospital as representatives of Sellers and their affiliates may from time to time reasonably request, so long as there is not unreasonable interference with the operations of the Hospital.

(d) Purchaser and its representatives shall be given access by Sellers during normal business hours to the extent reasonably needed by Purchaser for business purposes to all documents, records, correspondence, work papers and other documents retained by Sellers pertaining to any of the Assets prior to the Effective Time (excluding confidential employee information, privileged materials and patient records), all in such manner as to not interfere unreasonably with Sellers. Such documents and other materials shall be, at Sellers' option, either (i) copied by Sellers for Purchaser at Purchaser's expense, or (ii) removed by Purchaser from the premises, copied by Purchaser and promptly returned to Sellers.

(e) Purchaser shall cooperate with Sellers, as reasonably requested by Sellers, in connection with the provision of all data of the Hospital and other information required by Sellers for reporting to Healthcare Facilities Accreditation Program for the remainder of the quarterly period in which the Closing has occurred.

(f) To the maximum extent permitted by law, if any Person requests or demands, by subpoena or otherwise, any documents relating to the Excluded Liabilities or Excluded Assets, including without limitation, documents relating to the operations of any of the Hospital or any of the Hospital's committees prior to the Effective Time, prior to any disclosure of such documents, Purchaser shall notify Sellers and shall provide Sellers with the opportunity to object to, and otherwise coordinate with respect to, such request or demand.

(g) Provision of Benefits of Certain Contracts. Notwithstanding anything contained herein to the contrary, this Agreement shall not constitute an agreement to assign any Assumed Contract or Assumed Lease, if, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, an attempted assignment thereof, without the consent of the third party thereto, would constitute a breach thereof or in any way negatively affect the rights of Sellers or Purchaser, as the assignee of such Assumed Contract or Assumed Lease, as the case may be, thereunder. If, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, such consent or approval is required but not obtained, Sellers will cooperate with Purchaser in any reasonable arrangement designed to provide Purchaser with the benefits of or under any such Assumed Contract or Assumed Lease. Further, notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any

Account Receivable the assignment of which is either prohibited by law or by the terms of any contract with a payor without the consent of such payor. Any payments received by Sellers after the Closing Date from patients, payors, clients, customers, or others who are the obligors on Accounts Receivables transferred to Purchaser as a part of the Assets on the Closing Date shall be paid over to Purchaser within ten (10) business days after receipt by Seller.

10.3 Closing of Financials

. Provided that Purchaser shall not incur any out of pocket costs, Purchaser shall use good faith efforts to cause the individual acting as the chief financial officer of the Hospital or Verity Health after the Effective Time (the "**Post-Effective Time CFO**") to cooperate with Sellers' representatives in order to complete the standardized closing of Sellers' financial records through the Closing Date including, without limitation, the closing of general ledger account reconciliations (collectively, the "**Closing of Financials**"). Purchaser shall use good faith efforts to cause the Post-Effective Time CFO to cooperate with Sellers' representatives in order to complete the Closing of Financials by no later than the date which is one hundred twenty (120) calendar days after the Closing Date. The Post-Effective Time CFO and other appropriate personnel shall be reasonably available to Sellers for a period of no less than one hundred eighty (180) calendar days after the Closing Date to assist Sellers in the completion of Sellers' post-Closing audit, such assistance not to interfere unreasonably with such Post-Effective Time CFO's other duties.

10.4 Medical Staff

. To ensure continuity of care in the community, Purchaser agrees that the Hospital's medical staff members in good standing as of the Effective Time shall maintain medical staff privileges at the Hospital as of the Effective Time. On and after the Effective Time, the medical staff will be subject to the Hospital's Medical Staff Bylaws then currently in effect, *provided* that such Bylaws are in compliance with all applicable laws and regulations and contain customary obligations.

ARTICLE 11

DEFAULT, TAXES AND COST REPORTS

11.1 Purchaser Default

. If Purchaser commits any material default under this Agreement, Sellers shall be entitled to retain the Deposit, and Sellers may, in addition thereto, pursue any rights or remedies that Sellers may have under this Agreement or applicable law, including the right to sue for damages or specific performance.

11.2 Seller Default

. If Sellers commit any material default under this Agreement, Purchaser shall have the right to demand and receive within ten (10) days a refund of the Deposit, and payment of the Break-Up Fee, or Purchaser may, in addition thereto, pursue any rights or remedies that

Purchaser may have under applicable law, including the right to sue for damages or specific performance.

11.3 Tax Matters; Allocation of Purchase Price

.

(a) After the Closing Date, the parties shall cooperate fully with each other and shall make available to each other, as reasonably requested, all information, records or documents relating to tax liabilities or potential tax liabilities attributable to Sellers with respect to the operation of the Hospital for all periods prior to the Effective Time and shall preserve all such information, records and documents until the expiration of any applicable statute of limitations or extensions thereof. The parties shall also make available to each other to the extent reasonably required, and at the reasonable cost of the requesting party (for out-of-pocket costs and expenses only), personnel responsible for preparing or maintaining information, records and documents in connection with tax matters and as Sellers reasonably may request in connection with the completion of any post-Closing audits of the Hospital.

(b) Within ten (10) days after the Signing Date, Sellers shall deliver to Purchaser a schedule setting forth a methodology for the allocation of the Purchase Price (including any liabilities that are considered to be an increase to the Purchase Price for United States federal income Tax purposes) among the Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (such schedule, as may be amended as contemplated below in this Section 11.3(b), the "**Allocation Schedule**"). The Allocation Schedule shall be deemed final and binding upon the parties upon the parties' mutual approval thereof. The parties shall cooperate in good faith to finalize the Allocation Schedule within ten (10) days after delivery of the initial draft of the schedule by Purchaser to Sellers. If within such ten (10) day period (or such other period as the parties may agree), the parties are unable to reach agreement on a final Allocation Schedule, the parties shall have no further obligations under this Section 11.3(b) and each Party will make their own independent allocation of the Purchase Price and other relevant items among each category of the Assets.

11.4 Cost Report Matters

.

(a) Consistent with Section 4.5, each Seller shall, at such Seller's expense, prepare and timely file all cost reports relating to the periods ending prior to the Effective Time or required as a result of the consummation of the transactions described in this Agreement, including, without limitation, those relating to Medicare, Medicaid, and other third party payors which settle on a cost report basis (the "**Seller Cost Reports**"). All such cost reports (including termination cost reports) shall be filed by the applicable Seller in a manner that is consistent with current laws, rules and regulations. Each Seller shall be responsible for filing governmental cost reports for all periods through the Closing Date.

(b) Upon reasonable notice and during normal business office hours, Purchaser will cooperate reasonably with Sellers in regard to Sellers' preparation and filing of

the Seller Cost Reports. Such cooperation shall include, at no cost to Sellers, obtaining access to files at the Hospital and Purchaser's provision to Sellers of data and statistics, and the coordination with Sellers pursuant to reasonable notice of Medicare and Medicaid exit conferences or meetings.

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.1 Further Assurances and Cooperation

. Sellers shall execute, acknowledge and deliver to Purchaser any and all other assignments, consents, approvals, conveyances, assurances, documents and instruments reasonably requested by Purchaser at any time and shall take any and all other actions reasonably requested by Purchaser at any time for the purpose of more effectively assigning, transferring, granting, conveying and confirming to Purchaser, the Assets. After consummation of the transaction contemplated in this Agreement, the parties agree to cooperate with each other and take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement, the documents referred to in this Agreement and the transactions contemplated hereby.

12.2 Successors and Assigns

. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto; *provided, however*, that no party hereto may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other parties. Notwithstanding the foregoing to the contrary, Purchaser may, upon providing written notice thereof to Sellers, assign, devise or otherwise transfer (and its permitted assignees may assign, devise or otherwise transfer) any or all of their rights, interests and obligations under this Agreement or to certain Assets, without consent, to one or more affiliates of Purchaser or to MPT Operating Partnership, L.P., a Delaware limited partnership or Prime Healthcare Foundation, Inc., a Delaware charitable non-stock corporation or to any of their respective affiliates. No assignment of any obligations hereunder will relieve the assignor of any of its respective obligations to the other parties under this Agreement.

12.3 Governing Law; Venue

. This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of California (without giving effect to the principles of conflicts of laws thereof), except to the extent that the laws of such State are superseded by the Bankruptcy Code or other applicable federal law. For so long as Sellers are subject to the jurisdiction of the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. The parties hereby consent to the jurisdiction of such court and waive their right to challenge any proceeding involving or relating to this Agreement on the basis of lack of jurisdiction over the Person or *forum non conveniens*.

12.4 Amendments

. This Agreement may not be amended other than by written instrument signed by the parties hereto.

12.5 Exhibits, Schedules and Disclosure Schedule

. The Disclosure Schedule and all exhibits and schedules referred to in this Agreement shall be attached hereto and are incorporated by reference herein. From the Signing Date until the Closing, the parties agree that Sellers may update the Disclosure Schedule as necessary upon written notice to Purchaser, and the applicable representation and warranty shall thereafter be deemed amended for all purposes by such updated Disclosure Schedule. Notwithstanding the foregoing, but subject to Section 9.2(c), should any exhibit or schedule not be completed and attached hereto as of the Signing Date, Sellers and Purchaser shall promptly negotiate in good faith any such exhibit or schedule, which exhibit or schedule must be acceptable to each of Sellers and Purchaser in their reasonable discretion prior to being attached hereto. Any matter disclosed in this Agreement or in the Disclosure Schedule with reference to any Section of this Agreement shall be deemed a disclosure in respect of all sections to which such disclosure may apply. The headings, if any, of the individual sections of the Disclosure Schedule are provided for convenience only and are not intended to affect the construction or interpretation of this Agreement. The Disclosure Schedule is arranged in sections and paragraphs corresponding to the numbered and lettered sections and paragraphs of ARTICLE 3 merely for convenience, and the disclosure of an item in one section of the Disclosure Schedule as an exception to a particular representation or warranty shall be deemed adequately disclosed as an exception with respect to all other representations or warranties to the extent that the relevance of such item to such representations or warranties is reasonably apparent on the face of such disclosure, notwithstanding the presence or absence of an appropriate section of the Disclosure Schedule with respect to such other representations or warranties or an appropriate cross reference thereto. Between the Signing Date and the entry of the Sale Order, should Sellers become aware of the occurrence of any fact or condition that arises after the Signing Date and would cause or constitute a material breach of any representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition, then Sellers shall promptly notify Purchaser in writing of such breach and deliver to Purchaser a supplement to Sellers' Disclosure Schedules.

12.6 Notices

. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by telegraphic or other electronic means (including facsimile) or overnight courier, or five (5) calendar days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

If to Sellers: Verity Health System of California, Inc.
2040 East Mariposa Street
El Segundo, California 90245
Attention: Rich Adcock, CEO

Telephone: 424-367-0630

With a copies to: (which copies shall not constitute notice)	Dentons US LLP 601 South Figueroa Street, Suite 2500 Los Angeles, California 90017-5704 Attention: Samuel R. Maizel, Esq. Telephone: 213-892-2910 Facsimile: 213-623-9924
If to Purchaser:	Prime Healthcare Services 3300 East Guasti Road, 3rd Floor Ontario, California 91761 Telephone number 909-235-4400 Facsimile number: 909-235-4421 Attention: President and Chief Executive Officer
With a copies to: (which copies shall not constitute notice)	Shulman Hodges & Bastian LLP 100 Spectrum Center Drive, Suite 600 Irvine, California 92618 Attention: Leonard M. Shulman, Esq. Telephone: 949-340-3400 Facsimile: 949-340-3000
And	Prime Healthcare Services 3300 East Guasti Road, 3rd Floor Ontario, California 91761 Telephone number: 909-235-4400 Facsimile number: 909-235-4316 Attention: General Counsel

or at such other address as one party may designate by notice hereunder to the other parties.

12.7 Headings

. The section and other headings contained in this Agreement and in the Disclosure Schedules are included for the purpose of convenient reference only and shall not restrict, amplify, modify or otherwise affect in any way the meaning or interpretation of this Agreement or the Disclosure Schedules.

12.8 Publicity

. Prior to the Closing Date, Sellers and Purchaser shall consult with each other as to the form and substance of any press release or other public disclosure materially related to this Agreement or any other transaction contemplated hereby and each shall have the right to review and comment on the other's press releases prior to issuance; *provided, however*, that nothing in this Section 12.8 shall be deemed to prohibit any Seller or Purchaser from making any disclosure that its counsel deems necessary or advisable in order to satisfy either party's disclosure obligations imposed by law subject to reasonable prior notice to the other party thereof, or

deemed to prohibit Purchaser from making any disclosure that its counsel deems necessary or advisable under its bond financing or other financing arrangements.

12.9 Fair Meaning

. This Agreement shall be construed as if prepared by all parties hereto.

12.10 Gender and Number; Construction; Affiliates

. All references to the neuter gender shall include the feminine or masculine gender and vice versa, where applicable, and all references to the singular shall include the plural and vice versa, where applicable. Unless otherwise expressly provided, the word "including" followed by a listing does not limit the preceding words or terms and shall mean "including, without limitation." Any reference in this Agreement to an "affiliate" shall mean any Person directly or indirectly controlling, controlled by or under common control with a second Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. A "Person" shall mean any natural person, partnership, corporation, limited liability company, association, trust or other legal entity.

12.11 Third Party Beneficiary

. None of the provisions contained in this Agreement are intended by the parties, nor shall they be deemed, to confer any benefit on any person not a party to this Agreement, except for the parties' successors and permitted assigns, and except for any liquidating trustee or plan administrator for Sellers' estate.

12.12 Expenses and Attorneys' Fees

. Except as otherwise provided in this Agreement, each party shall bear and pay its own costs and expenses relating to the preparation of this Agreement and to the transactions contemplated by, or the performance of or compliance with any condition or covenant set forth in, this Agreement, including without limitation, the disbursements and fees of their respective attorneys, accountants, advisors, agents and other representatives, incidental to the preparation and carrying out of this Agreement, whether or not the transactions contemplated hereby are consummated. The parties expressly agree that all sales, transfer, documentary transfer and similar taxes, fees, surcharges in connection with the sale of the Assets shall be equally borne by Purchaser and Sellers. If any action is brought by any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its court costs and reasonable attorneys' fees.

12.13 Counterparts

. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on all of the parties hereto. The parties agree that facsimile copies of signatures shall be deemed originals for all purposes hereof and that a party may produce such copies, without the

need to produce original signatures, to prove the existence of this Agreement in any proceeding brought hereunder.

12.14 Entire Agreement

. This Agreement, the Disclosure Schedule, the exhibits and schedules, and the documents referred to in this Agreement contain the entire understanding between the parties with respect to the transactions contemplated hereby and supersede all prior or contemporaneous agreements, understandings, representations and statements, oral or written, between the parties on the subject matter hereof (the "**Superseded Agreements**"), which Superseded Agreements shall be of no further force or effect, *provided* that notwithstanding the foregoing, the letter Confidentiality Agreement dated July 10, 2018 between Prime Health Services and Cain Brothers, a division of KeyBanc Capital Markets Inc., on behalf of Sellers and their related entities shall not be a Superseded Agreement and shall continue in full force in effect in accordance with its terms.

12.15 No Waiver

. Any term, covenant or condition of this Agreement may be waived at any time by the party which is entitled to the benefit thereof but only by a written notice signed by the party expressly waiving such term or condition. The subsequent acceptance of performance hereunder by a party shall not be deemed to be a waiver of any preceding breach by any other party of any term, covenant or condition of this Agreement. The waiver of any term, covenant or condition shall not be construed as a waiver of any other term, covenant or condition of this Agreement.

12.16 Severability

. If any term, provision or covenant of this Agreement or the application thereof to any party or circumstance shall be held to be invalid or unenforceable to any extent in any jurisdiction, then the remainder of this Agreement and the application of such term, provision or covenant in any other jurisdiction or to persons or circumstances other than those as to whom or which it is held to be invalid or unenforceable, shall not be affected thereby, and each term, provision and covenant of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.17 Time is of the Essence

. Time is of the essence for all dates and time periods set forth in this Agreement and each performance called for in this Agreement.

[*REMAINDER OF PAGE IS BLANK*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

PURCHASER:

PRIME HEALTHCARE SERVICES, INC.,
a Delaware corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

SELLERS:

ST. FRANCIS MEDICAL CENTER,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

ST. VINCENT MEDICAL CENTER,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

SETON MEDICAL CENTER,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

VERITY HOLDINGS, LLC,
a California limited liability company

Signature By:_____
Print Name:_____
Title:_____
Date:_____

VERITY HEALTH SYSTEM OF CALIFORNIA, INC.,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

Schedule A

St. Francis Medical Center

Description	Owner	Address	APN
Hospital Campus (including Health Services Pavilion, Progressive Care Unit, Family Life Center, Power Plant and Parking Structure #1)	St. Francis Medical Center	3630 East Imperial Highway, Lynwood, CA 90262	6173-021-008
Huntington Park MOB	St. Francis Medical Center	2700 East Slauson Avenue, Huntington Park, CA 90255	6320-006-069
Maywood MOB	St. Francis Medical Center	5953 South Atlantic Boulevard 5, Maywood, CA 90270	6313-013-028
Parking Lot (St. Francis Medical Center)	Verity Holdings, LLC	3633 Martin Luther King Jr., Boulevard, Lynwood, CA 90262	6173-015-047
Ministry Services Building (St. Francis Medical Center)	Verity Holdings, LLC	3663 Martin Luther King Jr., Boulevard, Lynwood, CA 90262	6173-019-022
Parking Lot (St. Francis Medical Center)	Verity Holdings, LLC	3621 Martin Luther King Jr., Boulevard, Lynwood, CA 90262	6173-015-048
Five Unit Apartment (St. Francis Medical Center)	Verity Holdings, LLC	3570 Brenton Avenue, Lynwood, CA 90057	6191-016-008

St. Vincent Medical Center

Description	Owner	Address	APN
Hospital Campus (including Central Plant, Stauffer Wing Conference Rooms, Doheny Building, Cath Village, Annex/Boiler and Parking Structure)	St. Vincent Medical Center	2131 West 3rd Street, Los Angeles, CA 90057	5154-018-018
Mineral Rights	St. Vincent Medical Center	1601 Otto Road, Cheyenne, WY 82001	Well No. King Ranch 11-15H

Description	Owner	Address	APN
Vacant Land	St. Vincent Medical Center	Salton Sea, CA (Property in Imperial County)	--
Fractional Timeshare of a Condominium	St. Vincent Medical Center	2600 Avenida Del Presidente, San Clemente, CA 92672	898-066-66
Unit 25 – Lot 10 of Block 572	St. Vincent Medical Center	Rio Grande Estates, Unit 25, Valencia, NM	--
St. Vincent Professional Office Building (St. Vincent Medical Center)	Verity Holdings, LLC	199 & 201 South Alvarado Street, Los Angeles, CA 90057	5154-018-019
Mark Taper a/k/a MTTC Building (St. Vincent Medical Center)	Verity Holdings, LLC	2200 West 3rd Street, Los Angeles, CA 90057	5154-034-006
Seton Hall Covenant – Guest Lodge (St. Vincent Medical Center)	Verity Holdings, LLC	262 & 272 South Lake Street, Los Angeles, CA 90057	5154-018-021
Ocean View Pavilion (St. Vincent Medical Center)	Verity Holdings, LLC	2222 Ocean View Avenue, Los Angeles, CA 90057	5154-033-021
Vacant (St. Vincent Medical Center)	Verity Holdings, LLC	143 South Alvarado Street, Los Angeles, CA 90057	5154-008-012
Vacant Land (St. Vincent Medical Center)	Verity Holdings, LLC	171 South Alvarado Street, Los Angeles, CA 90057	5154-018-020

Seton Medical Center

Description	Owner	Address	APN
Hospital Campus	Seton Medical Center	1900 Sullivan Avenue, Daly City, CA 94015	008-084-370
Serramonte Medical Dental Center	Verity Holdings, LLC	1500 Southgate Avenue, Daly City, CA 94015	008-521-110
SMOC#1 Medical Office Building	Verity Holdings, LLC	1800 Sullivan Avenue, Daly City, CA 94015	008-084-470

Description	Owner	Address	APN
SMOC#2 Medical Office Building	Verity Holdings, LLC	1850 Sullivan Avenue, Daly City, CA 94015	008-084-460
Visitor Parking South of Hospital	Verity Holdings, LLC	1900 Sullivan Avenue, Daly City, CA 94015	008-520-190
West Parcel (Parking / Vacant Land)	Verity Holdings, LLC	1900 Sullivan Avenue, Daly City, CA 94015	008-271-430 008-104-120 008-104-100 008-104-110
North Parcel (Parking)	Verity Holdings, LLC	1800/1850 Sullivan Avenue, Daly City, CA 94015	008-084-480 008-084-540 008-084-430 008-084-440 008-084-520 008-084-500 008-184-530

Seton Medical Center Coastside

Description	Owner	Address	APN
Hospital and SNF	Verity Holdings, LLC	600 Marine Boulevard, Moss Beach, CA 94038	835-05-032

Schedule 8.6
AG Conditions

If the California Attorney General imposes any or all of the following conditions to the sale of the Assets to Purchaser, such Attorney General conditions will not be considered conditions precedent to the obligation of Purchaser to close the purchase of the Assets.

1. St. Francis Medical Center. Purchaser's maintenance for a period of five (5) years after the Closing Date of the following at St. Francis Medical Center:

   a) Maintain 24 hour trauma:
      i. 46 emergency stations;
      ii. Level II Trauma;
      iii. 5150 receiving facility;
      iv. Psychiatric evaluation team;
      v. Emergency department approved for pediatrics; and
      vi. Designation as paramedic base station.

   b) Maintain all essential medical and surgical services including women's health services, OB/GYN, pediatric, NICU, in-patient behavioral health, cardiac services, critical care and ICU, orthopedic surgery and rehabilitation, oncology/cancer services, gastroenterology, nephrology, neurology, wound care and hyperbaric medicine, radiology, radiation therapy, primary stroke, general surgery, trauma surgery and other essential services.

   c) Retain 1206(d) clinics according to the needs of the community.

   d) Maintain charity care policies consistent with Purchaser's standards for its fifteen (15) current California hospitals.

   e) Maintain community healthcare services as assessed by the community leadership and medical staff leadership in collaboration with local governments including city and county. Implement continuous community needs assessment program.

   f) Participation in Medicare and Medi-Cal programs.

   g) Maintain all essential medical and surgical services including with County of LA for emergency, trauma and psychiatric services:
      i. Inpatient psych;
      ii. Psychiatric designation agreement;
      iii. Designation 5150 receiving facility;
      iv. Trauma center agreements;
      v. Paramedic base hospital services agreement as 911 facility; and
      vi. Designation as emergency department approval for pediatrics.

   h) Maintain physician privileges and independent medical staff.

   i) Maintain seismic compliance through 2030.

j) Capital improvement investments as needed under the guidance of the independent governing board and health facility needs.

k) Negotiate and implement fair and market competitive managed care contracts; Medicare managed care, Medi-Cal managed care, commercial managed care and workers' compensation plans.

2. St. Vincent Medical Center. Purchaser's maintenance for a period of five (5) years after the Closing Date of the following at St. Vincent Medical Center:

a) Maintain 24-hour emergency department continuing the current levels of service;

i. 8 emergency treatment stations and 6 fast track stations; and
ii. Maintain the requirements set by County of Los Angeles for 911 receiving hospitals for 911.

b) Maintain all essential medical and surgical services including acute rehabilitation, intensive care/critical care services, cardiac services, gastroenterology services, imaging and laboratory services, nephrology services, orthopedics, transplant services, rehabilitation services, intensive care/ critical care services, cardiology, gastroenterology, nephrology, neurology/neuro-surgery, orthopedics, oncology, primary stroke, radiology and other essential services.

c) Maintain 1206(d) clinics according to the needs of the community.

d) Maintain charity care policies consistent with Purchaser's standards for its fifteen (15) current California hospitals.

e) Maintain community benefit and healthcare services as assessed by the community leadership and medical staff leadership in collaboration with local governments, including city and county. Implement continuous community needs assessment program.

f) Participation in Medicare and Medi-Cal programs.

g) Maintain physician privileges and independent medical staff.

h) Maintain seismic compliance through 2030.

i) Capital improvement investments as needed under the guidance of the independent governing board and health facility needs.

j) Maintain all essential medical and surgical services including the services identified in 2(b) above and County of LA contracts as needed by facility and community, including:

i. Hospital Preparedness Program Agreement; and
ii. Radiation Therapy Services Agreement.

k) Negotiate and implement fair and market competitive managed care contracts; Medicare managed care, Medi-Cal managed care, commercial managed care and workers' compensation plans.

3. Seton Hospital. Purchaser's maintenance for a period of five (5) years after the Closing Date of the following at Seton Hospital:

a) Maintain emergency medical services.

b) Maintain essential medical services including 24-hour emergency, cardiac services, critical care, women's health services, sub-acute services, gastroenterology, orthopedics, diabetes services, wound care and nephrology services.

c) Maintain charity care policies consistent with Purchaser's standards for its fifteen (15) current California hospitals.

d) Maintain community benefit services based on community need and charity care policies.

e) Participation in Medicare and Medi-Cal programs.

f) Maintain physician privileges and independent medical staff.

g) Purchaser shall enter into an agreement with San Mateo County to maintain Seton Hospital as a safety net hospital.

h) Make necessary investments for seismic compliance through 2030.

4. Seton Coastside. Purchaser's maintenance for a period of five (5) years after the Closing Date of the following at Seton Coastside:

a) Maintain urgent care services.

b) Maintain skilled nursing services.

c) Maintain charity care policies consistent with Purchaser's standards for its fifteen (15) current California hospitals.

d) Maintain community benefit services based on community need and charity care policies.

e) Participation in Medicare and Medi-Cal programs.

f) Maintain physician privileges and independent medical staff.

g) Purchaser shall enter an agreement with San Mateo County to maintain Seton Coastside as a safety net hospital.

h) Make necessary investments for seismic compliance through 2030.

SCHEDULE ___

(Bidding Procedures)

BIDDING PROCEDURES

Set forth below are the bidding procedures (the "Bidding Procedures") to be employed in connection with the sale of assets as defined in the APA, including, but not limited to, St Francis Medical Center, St. Vincent Medical Center, and Seton Medical Center (including Seton Coastside) (including cash, accounts receivable and causes of action) (the "Purchased Assets"), in connection with the Chapter 11 cases pending in the United States Bankruptcy Court for the Central District of California (the "Bankruptcy Court") jointly administered as case number 2:18-bk-20151-ER, , in the form approved by the Bankruptcy Court by Order dated _____ __, 2018 (the "Bidding Procedures Order").

The Debtors entered into that certain Asset Purchase Agreement, dated _____, 2018 between the Debtors, on the one hand, and Prime Healthcare Services, Inc. (the "Stalking Horse Purchaser"), on the other hand, pursuant to which the Stalking Horse Purchaser shall acquire the Purchased Assets on the terms and conditions specified therein (together with the schedules and related documents thereto, the "Stalking Horse APA"). The sale transaction pursuant to the Stalking Horse APA is subject to competitive bidding as set forth herein. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the *Debtors' Notice of Motion and Motion for the Entry of (I) an Order (1) Approving Form of Asset Purchase Agreement for Stalking Horse Bidder and for Prospective Overbidders to Use, (2) Approving Auction Sale Format, Bidding Procedures and Stalking Horse Bid Protections, (3) Approving Form of Notice to be Provided to Interested Parties, (4) Scheduling a Hearing to Consider Approval of the Sale to the Highest Bidder, (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; and (II) an Order (A) Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances* (the "Sale Motion") or the Bidding Procedures Order.

I. ASSETS TO BE SOLD

The Debtors seek to complete a sale of all assets of St Francis Medical Center, St. Vincent Medical Center, and Seton Medical Center (including Seton Coastside) (including cash, accounts receivable and causes of action) (the "Sale"). The Stalking Horse APA will serve as the "stalking-horse" bid for the Purchased Assets.

II. THE BIDDING PROCEDURES

In order to ensure that the Debtors receive the maximum value for the Purchased Assets, they intend to hold a sale process for the Purchased Assets pursuant to the procedures and on the timeline proposed herein.

A. Provisions Governing Qualifications of Bidders

Unless otherwise ordered by the Court, in order to participate in the bidding process, each person, other than the Stalking Horse Purchaser, who wishes to participate in the bidding process (a "Potential Bidder") must deliver, prior to the Bid Deadline (defined herein), the following to the Notice Parties (defined herein):

(a) a written disclosure of the identity of each entity that will be bidding for the Purchased Assets or otherwise participating in connection with such bid; and

(b) an executed confidentiality agreement (to be delivered prior to the distribution of any confidential information by the Debtors to a Potential Bidder) in form and substance satisfactory to the Debtors and the Consultation Parties and which shall inure to the benefit of any purchaser of the Purchased Assets; without limiting the foregoing, each confidentiality agreement executed by a Potential Bidder shall contain standard non-solicitation provisions.

A Potential Bidder that delivers the documents and information described above and that the Debtors determine in their reasonable business judgment, after consultation with the Consultation Parties, is likely (based on availability of financing, experience, and other considerations) to be able to consummate the sale, will be deemed a qualified bidder ("Qualified Bidder"). The Debtors will limit access to due diligence to those parties it believes, in the exercise of its reasonable judgment and in consultation with the Consultation Parties, are pursuing the transaction in good faith.

As promptly as practicable after a Potential Bidder delivers all of the materials required above, the Debtors will determine and will notify the Potential Bidder if such Potential Bidder is a Qualified Bidder.

B. Due Diligence

The Debtors will afford any Qualified Bidder such due diligence access or additional information as the Debtors, in consultation with their advisors and the Consultation Parties, deem appropriate, in their reasonable discretion. The due diligence period shall extend through and include the relevant Bid Deadline; provided, however, that any Qualified Bid (defined herein) submitted shall be irrevocable until the selection of the Successful Bidder(s) (defined herein) and any Back-Up Bidder(s) (defined herein).

C. Provisions Governing Qualified Bids

A bid submitted will be considered a Qualified Bid only if the bid is submitted by a Qualified Bidder and complies with all of the following (a "Qualified Bid"):

a) it states that the applicable Qualified Bidder offers to purchase, in cash, some or all of the Purchased Assets;

b) it identifies with particularity the portion of the Purchased Assets the Qualified Bidder is offering to purchase;

c) it allocates with specificity the portion of the purchase price offered that the Qualified Bidder attributes to St. Francis Medical Center, St. Vincent Medical Center, Seton Medical Center, and Seton Coastside, respectively;[1]

d) it includes a signed writing that the Qualified Bidder's offer is irrevocable until the selection of the Successful Bidder and the Back-Up Bidder, provided that if such bidder is selected as the Successful Bidder or the Back-Up Bidder then the offer shall remain irrevocable until the earlier of (i) the closing of the transaction with the Successful Bidder and (ii) the date that is thirty (30) business days after entry of the Sale Order with respect to the Successful Bidder and thirty-one (31) business days after entry of the Sale Order with respect to the Back-Up Bidder;

e) it includes confirmation that there are no conditions precedent to the Qualified Bidder's ability to enter into a definitive agreement and that all necessary internal governance and shareholder approvals have been obtained prior to the bid;

f) it sets forth each regulatory and third-party approval required for the Qualified Bidder to consummate the transaction and the time period within which the Qualified Bidder expects to receive such approvals and establishes a substantial likelihood that the Qualified Bidder will obtain such approvals by the stated time period;

g) it includes a duly authorized and executed copy of a purchase or acquisition agreement in the form of the Stalking Horse APA (a "Purchase Agreement"), including the purchase price for some or all of the Purchased Assets or, alternatively, assets which are not currently included in the Stalking Horse Bid, or both, expressed in U.S. Dollars, together with all exhibits and schedules thereto, together with copies marked ("Marked Agreement") to show any amendments and modifications to the Stalking Horse APA and the Sale Order;

h) it includes written evidence of a firm, irrevocable commitment for cash financing for the full bid price of the Purchase Price or other evidence of ability to consummate the proposed transaction, that will allow the Debtors to make a reasonable determination as to the Qualified Bidder's financial and other capabilities to consummate the transaction contemplated by the Purchase Agreement;

i) if the bid is for all of the Purchased Assets, it must have a value to the Debtors, in the Debtors' exercise of its reasonable business judgment, after consultation with its advisors and the Consultation Parties, that is greater than or equal to the sum of the value offered under the Stalking Horse APA, plus (i) the amount of the Break-Up Fee ($15,000,000); (ii) the amount of the Expense Reimbursement ($2,350,000); and (iii) $7,500,000 (the "Initial Bidding Increment," and, together

[1] For the avoidance of doubt, such allocation shall not be binding on the Debtors, their estates or any Consultation Party.

with the Break-Up Fee and the Expense Reimbursement, the "Minimum Qualified Bid");

j) if the bid is a partial bid (the "Partial Bid"),[2] in order to be a bid qualified to participate in the Partial Bid Auction (as defined below) (each, a "Partial Bid Auction Qualified Bid"), it must have a value to the Debtors when aggregated with other Partial Bids, in the Debtors' exercise of its reasonable business judgment, after consultation with the Consultation Parties, that is equal to or greater than seventy-five percent (75%) of the Minimum Qualified Bid; provided, however, that (i) in the event that the Debtors aggregate the bids, the Partial Bid purchasers' responsibility for the Break-Up Fee, the Expense Reimbursement, and the Initial Bidding Increment shall be allocated *pro rata* according to the value of the assets to be purchased by each Partial Bid purchaser, and (ii) in no event shall the Stalking Horse Purchaser be entitled to more than one Break-Up Fee and/or Expense Reimbursement;

k) it identifies with particularity which (i) executory contracts and unexpired leases the Qualified Bidder wishes the Debtors to assume and assign to it; and (ii) Purchased Assets, subject to purchase money liens or the like, the Qualified Bidder wishes to acquire and therefore pay the associated purchase money financing;

l) it contains sufficient information concerning the Qualified Bidder's ability to provide adequate assurance of performance with respect to executory contracts and unexpired leases;

m) it includes an acknowledgement and representation that the Qualified Bidder: (i) has had an opportunity to conduct any and all required due diligence regarding the Purchased Assets prior to making its offer and that the offer is not subject to any further due diligence or the need to raise capital/financing to consummate the proposed transaction; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Purchased Assets in making its bid; (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Purchased Assets or the completeness of any information provided in connection therewith or with the relevant Auction (defined below), except as expressly stated in the Purchase Agreement; and (iv) is not entitled to any expense reimbursement, break-up fee, or similar type of payment in connection with its bid;

n) it includes evidence, in form and substance reasonably satisfactory to the Debtors, of final authorization and approval from the Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the Purchase Agreement;

[2] A Partial Bid shall mean a bid for less than all of the Purchased Assets.

o) unless it is a credit bid by a secured creditor of the Debtors made in accordance with § 363(k) of the Bankruptcy Code that seeks to purchase only assets that have been determined by the Court to be validly subject to such secured creditor's liens, it is accompanied by a (i) good faith deposit in the form of a wire transfer (to a bank account specified by the Debtors), certified check or such other form of cash or cash equivalent acceptable to the Debtors, payable to the order of the Debtors (or such other party as the Debtors may determine) in an amount equal to 15% of the Minimum Qualified Bid (the "Good Faith Deposit"); provided, however, that if the bid is a Partial Bid, the Good Faith Deposit shall be in an amount equal to 15% of the amount of the Partial Bid, which Good Faith Deposit shall, in either event, be forfeited if such bidder is the Successful Bidder and breaches its obligation to close; and (ii) if the Qualified Bidder is a secured creditor of the Debtors who intends to make a credit bid (a "Credit Bid Bidder"), evidence of (A) the basis for and property covered by such Credit Bid Bidder's secured claim, (B) the amount of such Credit Bid Bidder's claim that is secured by the property in question, (C) whether it is the senior secured claim on the property (x) prepetition and (y) as of the date of the request to be a Qualified Bidder, as well as (D) an explanation of the existence, actual or potential, of any Challenge to such Credit Bid Bidder's secured claim within the meaning of the Final DIP Order.

p) it contains a detailed description of how the Qualified Bidder intends to treat current employees of the Debtors;

q) it is for cash and not subject to any financing contingency;

r) it identifies the person(s) and their title(s) who will attend the relevant Auction, and confirms that such person(s) have authority to make binding Overbids (defined below) at such Auction

s) it contains such other information reasonably requested by the Debtors; and

t) it is received prior to the Bid Deadline.

The Debtors, in consultation with the Consultation Parties, may qualify any bid as a Qualified Bid that meets the foregoing requirements. Notwithstanding the foregoing, the Stalking Horse Purchaser is deemed a Qualified Bidder and the Stalking Horse APA is deemed a Qualified Bid, for all purposes in connection with the Bidding Process, the Auctions, and the Sale.

The Debtors shall notify the Consultation Parties, the Stalking Horse Purchaser, all Qualified Bidders and the Notice Parties in writing as to whether or not any bids constitute Qualified Bids (and with respect to each Qualified Bidder that submitted a bid as to whether such Qualified Bidder's bid constitutes a Qualified Bid) and provide copies of the Purchase Agreements relating any such Qualified Bid to the Consultation Parties, the Stalking Horse Purchaser and such Qualified Bidders, and the Notice Parties no later than one (1) day following the Debtors' receipt of any Qualified Bids.

Notwithstanding anything in these Bidding Procedures, the Debtors shall provide to the Stalking Horse Purchaser, immediately upon receipt/determination, each of the following: (i) notice of the

determination of which other bidders have been determined to be Qualified Bidders, (ii) notice of which bidders have been determined to not have submitted Qualified Bids, and (iii) provide to Stalking Horse Purchaser copies of all bids, including all documents listed in Section C.

Notwithstanding anything in these Bidding Procedures, no later than (A) seven (7) days after the entry of the Bid Procedures Order, the Debtors shall provide to the Stalking Horse Purchaser a copy of the proposed scoring matrix that is to be used to evaluate the Qualified Bids and (B) one (1) day prior to the Partial Bid Auction, the Debtors shall provide to the Stalking Horse Purchaser all completed scoring matrices used to evaluate the Qualified Bids.

D. Bid Deadline

A Qualified Bidder that desires to make a bid must deliver written copies of its bid to the following parties (collectively, the "Notice Parties): (i) counsel to the Debtors: Dentons US LLP, 601 S. Figueroa Street, Suite 2500, Los Angeles, CA 90017 (Attn: Tania M. Moyron (tania.moyron@dentons.com)); (ii) the Debtors' Investment Banker: Cain Brothers, a division of KeyBanc Capital Markets, 601 California Street, Suite 1505, San Francisco, CA 94108 (Attn: James Moloney (jmoloney@cainbrothers.com)); (iii) counsel to the Stalking Horse Purchaser: Shulman Hodges & Bastian LLP, 100 Spectrum Center Drive, Suite 600, Irvine, CA 92618 (Attn: Leonard M. Shulman (LShulman@shbllp.com); (iv) the Office of the United States Trustee (the "U.S. Trustee"): 915 Wilshire Blvd., Suite 1850, Los Angeles, California 90017 (Attn: Hatty Yip (Hatty.Yip@usdoj.gov)); and (v) counsel to the Official Committee, Milbank, Tweed, Hadley & McCloy LLP, 2029 Century Park East, 33rd Floor Los Angeles, CA 90067 (Attn: Gregory A. Bray (gbray@milbank.com); (vi) (vi) counsel to the Master Trustee and Series 2005 Bond Trustee: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.,One Financial Center, Boston, Massachusetts 02111 (Attn: Daniel S. Bleck and Paul Ricotta (dsbleck@mintz.com, pricotta@mintz.com); and (vii) counsel to the Series 2015 and Series 2017 Notes Trustee: Maslon, LLP, 3300 Wells Fargo Center, 90 South Seventh Street, Minneapolis, MN 55402 (Attn: Clark Whitmore), so as to be received by the Notice Parties not later than _____, **at 4:00 p.m. (prevailing Pacific Time)** for partial bids (the "Partial Bid Deadline") or _____, **at 4:00 p.m. (prevailing Pacific Time)** for full bids (the "Bid Deadline"). For the avoidance of doubt, the Partial Bid Deadline shall be no less than 7 days prior to the Partial Bid Auction and the Bid Deadline shall be no less than 7 days prior to the Full Bid Auction.

A list of all Qualified Bids, as well as all adequate assurance information included in such bids as required by paragraph C(l) above, will be provided to Cigna (through its counsel) no later than _____, at 4:00 p.m. (prevailing Pacific Time) to allow it to evaluate Qualified Bidders related to adequate assurance of future performance of the Cigna Provider Agreements (as defined in Docket No. 445).

E. Credit Bidding

Any party with a valid, properly perfected security interest in any of the Purchased Assets (which is not subject to a pending Challenge within the meaning of the Final DIP Order) may credit bid for the Purchased Assets in connection with the Sale pursuant to § 363(k) of the Bankruptcy Code, except as otherwise limited by the Debtors for cause; provided, however, that any party seeking to

credit bid may not credit bid unless such bid provides that all secured creditors with security interests on such Purchased Assets which is senior to such junior security interest are to be paid in cash in connection with such junior creditor's bid. Any credit bids made by secured creditors shall not impair or otherwise affect the Stalking Horse Purchaser's entitlement to the benefits of the Bidding Procedures and related protections granted under the Bidding Procedures Order.

F. Evaluation of Competing Bids

A Qualified Bid will be valued based upon several factors including, without limitation: (i) the amount of such bid; (ii) the risks and timing associated with consummating such bid; (iii) any proposed revisions to the form of Stalking Horse APA; and (iv) any other factors deemed relevant by the Debtors in its reasonable discretion, in consultation with the Consultation Parties, including the amount of cash included in the bid.

G. No Qualified Bids

If the Debtors do not receive any Qualified Bids other than the Stalking Horse APA, the Debtors will not hold an auction and the Stalking Horse Purchaser will be named the Successful Bidder for the Purchased Assets.

If the Debtors receive one or more qualified Partial Bid Auction Qualified Bids and, after the Partial Bid Auction required by Section H of these Bidding Procedures, the Debtors will determine, in consultation with the Consultation Parties, whether any combination of the Winning Partial Bids can be aggregated to an amount greater than or equal to the Minimum Qualified Bid. In the event that no such combination of Partial Bid Auction Qualified Bids can be so aggregated, then no Partial Bid Auction Qualified Bid shall be deemed Qualified Bids for purposes of proceeding with the relevant Auction.

H. Auction Process

If the Debtors receive one or more Partial Bid Auction Qualified Bids with a value which when aggregated is equal to or greater than seventy-five percent (75%) of the Minimum Qualified Bid, the Debtors will conduct separate auctions of each asset (each, a "Partial Bid Auction") commencing with the highest value asset. Any Partial Bidder holding a Partial Bid Auction Qualified Bid shall be entitled to bid on any assets in the Partial Bid Auction. The procedures below shall apply to the Partial Bid Auction, except as where otherwise indicated.

The Partial Bid Auction Qualified Bids deemed at the conclusion of the Partial Bid Auction to be the highest and best bids for each asset (the "Winning Partial Bids") shall be aggregated for valuation purposes (as aggregated, the "Aggregate Winning Partial Bid"), and the holders of the Winning Partial Bids shall be permitted to participate in the Auction (as defined below) of the Purchased Assets.

The Debtors will conduct the Partial Bid Auction, which shall be transcribed, on _____ at 10:00 a.m. (prevailing Pacific Time) and, if the Debtors receive one or more Qualified Full Bids in addition to the Stalking Horse APA, the the Debtors will conduct a full bid auction of the Purchased Assets (the "Full Bid Auction" and together with the Partial Bid Auction, each an "Auction"), which shall be transcribed, on _____(the "Full Bid Auction Date") at

10:00 a.m. (prevailing Pacific Time), at the offices of Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, California 90017, or such other location as shall be timely communicated to all entities entitled to attend the Full Bid Auction.

Each Auction shall be conducted in accordance with the following procedures:

a) only the Debtors, the Stalking Horse Purchaser, Qualified Bidders who have timely submitted a Qualified Bid, the U.S. Trustee, and the Consultation Parties, and their respective advisors, and other parties who request and receive authority to attend the relevant Auction in advance from the Debtors may attend the relevant Auction;

b) only the Stalking Horse Purchaser and the Qualified Bidders who have timely submitted Qualified Bids will be entitled to make any subsequent bids at the relevant Auction;

c) each Qualified Bidder shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the sale;

d) within one (1) business day after the Bid Deadline and, in no event later than the conclusion of the Partial Bid Auction, the Debtors will provide copies of the Qualified Bid or combination of Qualified Bids (including, without limitation, Winning Partial Bids) which the Debtors believe in their reasonable discretion, in consultation with the Consultation Parties (who shall have been furnished with copies of the Qualified Bid(s) within twenty-four (24) hours of their receipt by the Debtors), is the highest or otherwise best offer (the "Baseline Bid") to all Qualified Bidders (including, without limitation, Winning Partial Bidders, and the Notice Parties);

e) all Qualified Bidders who have timely submitted Qualified Bids will be entitled to be present for all subsequent bids at the relevant Auction and the actual identity of each Qualified Bidder will be disclosed on the record at the relevant Auction; provided that all Qualified Bidders wishing to attend the relevant Auction must have at least one individual representative with authority to bind such Qualified Bidder attending the relevant Auction in person;

f) the Debtors, after consultation with the Consultation Parties, may employ and announce at the relevant Auction additional procedural rules that are reasonable under the circumstances for conducting the relevant Auction, provided that such rules are (i) not inconsistent with the Bidding Procedures, the Stalking Horse APA, the Bankruptcy Code, or any order of the Court entered in connection herewith, and (ii) disclosed to the Stalking Horse Purchaser and each other Qualified Bidder at the relevant Auction;

g) bidding at the relevant Auction will begin with the Baseline Bid and continue in bidding increments to be determined in the discretion of the Debtors, in consultation with the Stalking Horse Purchaser and the Consultation Parties (each a "Overbid") which shall be made and received on an open basis, and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders who submitted

Qualified Bids (including, without limitation, Winning Partial Bids), as well as to the Notice Parties;

h) Any Qualified Bidder (including, without limitation, Winning Partial Bids) that fails to make an Overbid in any round of bidding shall be disqualified from participating in any subsequent round of bidding;

i) The initial Overbid, if any, shall provide for total consideration to Debtors with a value that exceeds the value of the consideration under the Baseline Bid by an incremental amount that is not less than the sum of the Bid Protections. Additional consideration in excess of the amount set forth in the respective Baseline Bid must include: (i) cash or (ii) in the case of a Qualified Bidder (including, without limitation, Winning Partial Bids) that has a valid and perfected lien (not subject to a Challenge within the meaning the Final DIP Order) on any assets of Debtors' estates, a credit bid of up to the full amount of such Qualified Bidder's allowed perfected lien, subject to § 363(k) of the Bankruptcy Code and any other restrictions set forth herein;

j) After the first round of bidding and at the conclusion of each subsequent round of bidding, the Debtors, after consultation with the Consultation Parties, shall announce the bid (including any combination of bids made by Winning Partial Bidders) that they believe to be the highest or otherwise better offer (the "Prevailing Highest Bid"). Debtors shall describe to all Qualified Bidders the material terms of any Overbid designated as the Prevailing Highest Bid as well as the value attributable by Debtors to such Prevailing Highest Bid. A round of bidding will conclude after each participating Qualified Bidder (or group of Winning Partial Bidders) has had the opportunity to submit an Overbid (or combination of Overbids) with full knowledge of the Prevailing Highest Bid. Except as specifically set forth herein, for the purpose of evaluating the value of the consideration provided by Overbids, the Debtors will give effect to the Break Up Fee payable to the Stalking Horse Purchaser as well as any additional liabilities or Cure Amounts (defined herein) to be assumed by the Stalking Horse Purchaser or a Qualified Bidder, as applicable, and any additional costs which may be imposed on the Debtors; and

(k) At the Full Bid Auction, the Stalking Horse Purchaser may, subject to the terms and conditions set forth herein, elect to bid for the Purchased Assets as described in the Bid Procedures Order. In that event, and as long as the Stalking Horse Purchaser so bids, the Winning Partial Bidders must continue to present qualified Winning Partial Bids (i.e., bids as to which the aggregate of all still pending Winning Partial Bids is greater than or equal to the then Prevailing Highest Bid) for the Purchased Assets in each round to continue to bid as Winning Partial Bidders in the Full Bid Auction. However, the Stalking Horse Purchaser, and any bidder with a Qualified Full Bid, (a) may elect to bid against any one or more of the Winning Partial Bidders for the assets subject to the Partial Bid(s) in lieu of their Purchased Assets bid, and (b) overbid for those assets, and thereby replace that Winning Partial Bidder or bidders as the proponent of the relevant Winning Partial

Bids or Aggregate Winning Partial Bid. In other words, so long as the aggregate of all still pending Winning Partial Bids is greater than or equal to the then Prevailing Highest Bid, the Stalking Horse Purchaser may elect to relinquish its Stalking Horse Bid and, instead, overbid the highest bidder for one or more of the hospitals, to replace that bidder as part of the Qualified Partial Bid. The Debtor may elect, in its discretion, after consultation with the Consultation Parties, to allow partial bidders to bid for the full assets, or to allow full bidders to bid for partial assets in any given round, provided that in any given round there is an aggregate bid or a full asset bid that is superior to the highest and best offer for the full assets in the prior round. In all events, (i) any such Overbid shall continue to comply with all of the requirements for Qualified Bids set forth in Section C of these Bidding Procedures; and (ii) the bidder submitting such a modified Qualified Bid or Qualified Partial Bid shall furnish to the Debtors and the Consultation Parties, within twenty-four (24) hours of the conclusion of the relevant Auction, a revised Purchase Agreement and Marked Agreement show all amendments and modifications to the Stalking Horse APA and the Sale Order.

I. Selection of Successful Bid

Prior to the conclusion of the relevant Auction, the Debtors, in consultation with the Consultation Parties, will review and evaluate each Qualified Bid in accordance with the procedures set forth herein and determine which offer or offers are the highest or otherwise best from among the Qualified Bidders submitted at the relevant Auction (one or more such bids, collectively the "Successful Bid" and the bidder(s) making such bid, collectively, the "Successful Bidder"), and communicate to the Qualified Bidders the identity of the Successful Bidder and the details of the Successful Bid. The determination of the Successful Bid by the Debtors at the conclusion of the relevant Auction shall be subject to approval by the Court.

Unless otherwise agreed to by the Debtors and the Successful Bidder, within two (2) business days after the conclusion of the relevant Auction, the Successful Bidder shall complete and execute all agreements, contracts, instruments, and other documents evidencing and containing the terms and conditions upon which the Successful Bid was made. Within forty-eight (48) hours following the conclusion of the relevant Auction, the Debtors shall file a notice identifying the Successful Bidder(s) with the Court and shall serve such notice by fax, email, or if neither is available, by overnight mail to all counterparties whose contracts are to be assumed and assigned.

The Debtors will sell the Purchased Assets to the Successful Bidder pursuant to the terms of the Successful Bid upon the approval of such Successful Bid by the Court at the Sale Hearing and satisfaction of any other closing conditions set forth in the Successful Bidder's Purchase Agreement.

J. Return of Deposits

All Good Faith Deposits shall be returned to each Qualified Bidder not selected by the Debtors as the Successful Bidder or the Back-Up Bidder no later than five (5) business days following the conclusion of the Sale Hearing.

K. Back-Up Bidder

If an Auction is conducted, the Qualified Bidder or Qualified Bidders with the next highest or otherwise best Qualified Bid, as determined by the Debtors in the exercise of their business judgment, in consultation with the Consultation Parties, at the relevant Auction shall be required to serve as a back-up bidder (the "Back-Up Bidder") and keep such bid open and irrevocable until the later of (i) thirty (30) days after the Sale Hearing or (ii) approval of the Qualified Bidders' purchase by the California Attorney General, if necessary. If the Successful Bidder fails to consummate the approved sale because of a breach or failure to perform on the part of such Successful Bidder, the Back-Up Bidder will be deemed to be the new Successful Bidder, and the Debtors will be authorized, but not required, to consummate the sale with the Back-Up Bidder without further order of the Court.

L. Break-Up Fee

In recognition of this expenditure of time, energy, and resources, the Debtors have agreed that if the Stalking Horse Purchaser is not the Successful Bidder as to the Purchased Assets, the Debtors will pay the Stalking Horse Purchaser at closing of the sale of the Purchased Assets the Break-Up Fee and the Expense Reimbursement as set forth in the Asset Purchase Agreement.

III. Sale Hearing

The Debtors will seek entry of the Sale Order from the Court at the Sale Hearing to begin at **2:00 p.m. Pacific Time on** _____ (or at another date and time convenient to the Court) to approve and authorize the sale transaction to the Successful Bidder(s) on terms and conditions determined in accordance with the Bidding Procedures. The Debtors may submit and present such additional evidence, as they may deem necessary, at the Sale Hearing demonstrating that the Sale is fair, reasonable, and in the best interest of the Debtors' estates and all interested parties, and satisfies the standards necessary to approve a sale of the Purchased Assets.

IV. Sale Order

The Sale Order will provide Court approval of (i) the Sale to the Successful Bidder, free and clear of all liens, claims, interests, and encumbrances pursuant to § 363 of the Bankruptcy Code, with the proceeds of the Sale deposited in accordance with Paragraph 4 of the Final DIP Order, with all liens, claims, interests, and encumbrances to attach to the sale proceeds with the same validity and in the same order of priority as they attached to the Purchased Assets prior to the Sale, including, without limitation, the liens and security interests of the DIP Lender and each of the Prepetition Secured Creditors under the relevant agreements, applicable law and the Final DIP Order, and (ii) the assumption by the Debtors and assignment to the Successful Bidder of the Assumed Executory Contracts and Leases pursuant to § 365 of the Bankruptcy Code.

VII. Reservation

The Debtors reserve the right, as they may determine in their discretion and in accordance with their business judgment to be in the best interest of their estates, in consultation with their professionals and the Consultation Parties to: (i) modify the Bidding Procedures to discontinue incremental bidding and then require that any and all bidders or potential purchasers to submit

their sealed, highest and best offer for the Purchased Assets; (ii) determine which Qualified Bid is the highest or otherwise best bid and which is the next highest or otherwise best bid; (iii) waive terms and conditions set forth herein with respect to all potential bidders; (iv) impose additional terms and conditions with respect to all potential bidders; (v) extend the deadlines set forth herein; (vi) continue or cancel an Auction and/or Sale Hearing in open court without further notice; and (vii) implement additional procedural rules that the Debtors determine, in their reasonable business judgment and in consultation with their professionals and the Official Committee, will better promote the goals of the bidding process; provided that such modifications are (a) not inconsistent with the Bidding Procedures Order, the Bidding Procedures, the Bankruptcy Rules, the Bankruptcy Code, or any Order of the Bankruptcy Court entered in connection herewith; and (b) disclosed to each Qualified Bidder participating in the Auctions.

Title 11, California Code of Regulations, § 999.5(d)(2)(D)

Exhibit 8

AHMC HealthSystem

Alhambra Hospital Medical Center
Greater El Monte Community Hospital
San Gabriel Valley Medical Center
Anaheim Regional Medical Center
Monterey Park Hospital
Whittier Hospital Medical Center
Garfield Medical Center
Parkview Hospital Riverside

March 28, 2019

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To Whom It May Concern:

I am pleased to submit on behalf of AHMC Healthcare Inc. ("AHMC Healthcare") or its controlled designee a binding proposal to Verity Health System to acquire St. Francis Medical Center in accordance with the bidding procedures established by the United States Bankruptcy Court, Central District of California in its order of February 19, 2019 [D.E. No. 1572].

Overview of AHMC Healthcare Inc.

Operating Profile and Strategy

AHMC Healthcare, along with its affiliated hospitals and health care organizations, is the leading integrated health care delivery system in Southern California with an unequaled track record of successfully acquiring and operating essential safety net, acute care, community hospitals throughout the Southern California region.

AHMC Healthcare has the financial resources, operational expertise, collaborative relationships with physician groups and organized labor, as well as the requisite reputational history with regulatory agencies to assure that St. Francis will continue to thrive for many years to come.

Since its inception in 2004 with the acquisition of four community-based hospitals from Tenet Healthcare, AHMC Healthcare has grown into a nationally respected regional delivery system that consists of seven owned and affiliated acute care hospitals (see attached), skilled nursing and assisted care facilities, an affiliated health plan, an independent practice association, and MSO.

With the pending and approved acquisition of an eighth acute care hospital, Parkview Regional Medical Center in Riverside, California, AHMC Healthcare now operates 1,439 acute care beds on a system wide basis staffed by more than 8,000 employees, generating more than $1.75 billion in annual revenues. AHMC Healthcare has achieved unprecedented levels of clinical excellence while serving the most vulnerable populations. AHMC Healthcare's financial success while achieving clinical excellence is unmatched in California and is directly attributable to its stable leadership and local ownership structure and focus.

AHMC Healthcare has successfully competed in the highly competitive Southern California market for more than fifteen years with assets that now span Los Angeles, Orange, and Riverside Counties. AHMC Healthcare is recognized as the region's preeminent provider of coordinated high -quality, managed health care services to Medi-Cal and Medicare recipients. As an essential safety net provider, we provide care to the poor and most vulnerable members of the community. The communities we serve are ethnically diverse and often in need of specialized care.

Well before the adoption of the Affordable Care Act, AHMC Healthcare recognized the need to provide high-quality, cost-effective care to government sponsored and private patients. When many organizations were abandoning risk-based payment arrangements, AHMC Healthcare partnered with select medical groups and health plans to expand its risked-based profile, infrastructure, and capabilities. This strategic decision, focusing primarily on government sponsored patients, has been highly successful and has resulted in AHMC Healthcare developing advanced population health capabilities and expertise, to the extent that it is a regional and national leader in capitated and risk-based payment.

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AHMC Healthcare's clinical and financial success is effectuated through an integrated strategy that coordinates care through its hospitals, aligned medical groups, and its affiliated licensed health plan, Central Health Plan. Central Health Plan is one of the fastest growing and largest regional Medicare Advantage Plans in California with more than 42,000 members, many of which are both Medicare and Medicaid recipients. Central Health Plan is a high-quality, 4-star rated Medicare Plan that has provided services to residents of the St. Francis Medical Center community, in conjunction with high performing local medical groups, since its formation more than ten years ago.

Successful Acquisition Track Record

AHMC Healthcare has an established track record of successfully acquiring community hospitals in Southern California. Testament to this fact is the successful transaction completed in 2008 with Catholic Healthcare West (now known as Dignity Health) for San Gabriel Valley Medical Center, a 273-bed, non-profit facility located in San Gabriel, California. Similarly, in 2009, we successfully completed the acquisition of Anaheim Memorial Medical Center, another essential 223-bed, non-profit, community-based hospital in Orange County, California. Just this year, in January of 2019, with the full and active support of the hospital's employee unions, we received regulatory approval to complete the acquisition of Parkview Hospital Medical Center in Riverside, California, a 193-bed facility that serves predominantly government sponsored patients.

In each of these instances we have been warmly welcomed by **all** constituent groups, secured all regulatory approvals, entered into mutually acceptable agreements with virtually all payors, honored our commitments, and expanded programs and services to the communities we serve.

AHMC Healthcare has extensive experience operating large urban hospitals, successfully implemented well-developed physician integration capabilities, and demonstrated expertise in managing defined populations utilizing risk-based reimbursement. AHMC Healthcare is uniquely positioned to succeed in the current evolving healthcare environment and uniquely qualified to act as a steward for St. Francis Medical Center and the community it serves.

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Binding Proposal for
St. Francis Medical Center

Description of Proposed Transaction

AHMC Healthcare Inc. ("AHMC Healthcare") or its designated controlled affiliate will acquire from Verity Health System certain assets and assume identified liabilities of St. Francis Medical Center, including certain businesses ancillary thereto (the "SFMC Facilities").

Structure

The transaction structure AHMC Healthcare will utilize to consummate this transaction is an asset purchase agreement subject to approval by the Bankruptcy Court pursuant to 11 U.S.C. §§ 363(f), 363(m), and 365. Both a redlined and clean copy of the proposed asset purchase agreement which will be utilized is attached to this bid (the "Asset Purchase Agreement").

Total Acquisition Consideration

The total consideration for the proposed transaction will be fully allocated to St. Francis Medical Center and structured as described below.

Purchase Price – Allocated to St. Francis Only

a. Cash payment in the sum of **$250 million;**

b. Assumption of the SFMC Facilities' employees' accrued vacation and other paid time off as of the Closing;

c. Payment of any cure costs associated with any assumed contracts and leases.

Acquired Assets

Assets to be acquired or assigned include, but are not limited to (collectively, the "Assets"):

- The property, plant, and equipment used in the operation of the SFMC Facilities;
- The hospital campus and improvements located at 3630 E. Imperial Highway, Lynwood, CA 90262; the Medical Office Buildings associated with the SFMC Facilities located at 2700 E. Slauson Ave., Huntington Park, CA 90255 and 5953 S. Atlantic Blvd. 5, Maywood, CA 90270; the real estate and any improvements thereon located at 3633

Martin Luther King Jr. Blvd., Lynwood, CA 90262; 3621 Martin Luther King Jr. Blvd., Lynwood, CA 90262; and 3570 Brenton Ave., Lynwood, CA 90057;

- The SFMC Facilities' interest in any subsidiary entities, exclusive of any fundraising foundation entities;

- All SFMC QAF funds received after the Closing, irrespective of the State Fiscal Year the funds are applied to. To the extent the SFMC Facilities have paid QAF fees for QAF funds that are not received until after the Closing, AHMC Healthcare will reimburse the SFMC Facilities for any such fees that have been paid. A mutually agreed upon schedule of projected QAF 4 and 5 fees and payments will be attached to the Asset Purchase Agreement as an exhibit;

- All disproportionate share funds/payments received after the Closing, irrespective of the State Fiscal year for which such amounts are authorized for payment;

- All Measure B trauma funding received after the Closing, irrespective of the State Fiscal period for which such amounts are authorized for payment;

- Useable prepaid expenses inventory and supplies as of the Closing;

- The SFMC Facilities' patient records, designated commercial contracts and leases, and, to the extent transferable, all licenses, accreditations, and permits, including the assignment of existing provider agreements and numbers;

- Other assets (including intangibles) used in various operations supportive of and ancillary to the SFMC Facilities' operations as mutually agreed; including all names (exclusive of Verity Health System and derivatives thereof), including derivatives thereof, associated with the SFMC Facilities.

All of the assets to be acquired or assigned shall be transferred free and clear of all liens, obligations, or encumbrances of any kind, except for agreed upon permitted exceptions.

Excluded Assets

The Assets shall not include the following (the "Excluded Assets"):

- Cash and other investments, including assets whose use is limited;

- All patient accounts receivable; provided that AHMC Healthcare will use its commercially reasonable efforts to collect such receivables on the SFMC Facilities behalf at no cost to the SFMC Facilities;

- All Verity Holdings assets other than those Verity Holdings assets identified in the Asset Purchase Agreement;

- Rights in bequests, donor-restricted gifts, and the like.

Assumed Liabilities

AHMC Healthcare will assume only the following liabilities with respect to the SFMC Facilities:

- Accrued vacation and other paid time off of hired employees;
- The contracts and leases identified pursuant to the terms of the attached Asset Purchase Agreement.

Excluded Liabilities

All other liabilities of SFMC that are not Assumed Liabilities shall be excluded from the transaction, including but not limited to:

- Long-term debt and other long-term obligations (e.g., capital leases) including the current portion thereof;
- All litigation claims that arose before the Closing, including, but not limited to, Medical malpractices liabilities to the extent arising before Closing and all liabilities related to the SFMC Facilities' employment and benefit programs;
- Verity Health System system-wide tangibles and intangible assets and all liabilities associated with these assets;
- All employee benefit, retirement, and pension plans, including, but not limited to, any defined benefit pension and post-retirement plans;
- All other liabilities arising prior to Closing including, without limitation, liability for all acts, omissions, and occurrences prior to Closing.

Governance

As is its custom, AHMC Healthcare will establish a local governing body ("Governing Body") at the SFMC Facilities comprised of local community leaders and Medical Staff members. The local Governing Body will act in a non-fiduciary capacity and will have primary responsibility for the maintenance of regulatory and accrediting body requirements and ensuring quality of care.

Medical Staff

The existing Medical Staff organization will continue to function in its historical role. We do not contemplate any significant changes in the activities or operations of the existing Medical Staff governance structure.

Charity Care and Community Benefit Programs

Except as made inapplicable by the structure of this transaction and except as to required levels of charity care set forth in the California Attorney General's approval granted on December 3, 2015 (including payment of any charity care shortfalls to pension plans), AHMC Healthcare recognizes and is willing to substantially abide by the applicable conditions imposed by the California Attorney General under the approval granted on December 3, 2015. AHMC Healthcare will contractually commit to providing levels of charity care and community benefit programs as specified in its proposed Schedule 8.6 of the revised Asset Purchase Agreement.

Acute Care and Emergency Services

AHMC Healthcare is willing to contractually commit to the maintenance of the SFMC Facilities as currently licensed, with required services and programs maintained in accordance with the provisions of the approvals granted by the California Attorney General on December 3, 2015.

Employee Matters

Each active SFMC Facilities' employees will be offered employment by AHMC Healthcare in accordance with AHMC Healthcare's usual and customary policies. Employees will be given credit for length of service for purposes of determining eligibility for participation in various benefits plans and seniority consistent with AHMC Healthcare's policies.

Conditions to Close:

Conditions to close will include:

- No material adverse change in operations or business prospects of the SFMC Facilities;
- Receipt of required licenses and permits and other material government approvals, including California Department of Public Health, assignment of Medical and Medicare Provider Agreements, and Federal Trade Commission no action clearance pursuant to HSR notice requirements. AHMC Healthcare believes there is a substantially likelihood these governmental approvals will occur within 90 days;
- California Attorney General approval. AHMC Healthcare believes there is a substantially likelihood this approval will occur within 105 days;
- Bankruptcy Court approval pursuant to the entry of an order, in a form acceptable to AHMC Healthcare, that is final, enforceable, and not stayed, for which the time to appeal has expired, and no appeal has been taken, which AHMC Healthcare believes there is a substantially likelihood will occur;
- Receipt of an acceptable ALTA title insurance policy, which AHMC Healthcare believes there is a substantially likelihood will occur.

There are no conditions precedent to entering into the Asset Purchase Agreement and all internal approvals to enter into such agreement under the terms we have specified in the attached Asset Purchase Agreement have been obtained.

This offer is not subject to any financing contingency. AHMC Healthcare has previously provided audited financial information to the Seller's advisors and will provide updated financial information, including letters from banking institutions, indicating the availability of sufficient funds necessary to consummate this transaction prior to the auction date.

Closing Date

AHMC Healthcare is prepared to close this transaction in an expedited fashion. Consequently, subject to receipt of all required Bankruptcy Court, regulatory, and governmental approvals, we are willing to close the transaction within ten (10) business days. We would require this obligation to close with ten (10) business days to be mutual.

Irrevocable Proposal

This proposal shall constitute an irrevocable offer and shall remain irrevocable in accordance with the Bidding Procedures attached as Exhibit 1 to the Bankruptcy Court's order of February 19, 2019 [D.E. No. 1572]. Specifically, AHMC Healthcare's offer is irrevocable until the selection of the Successful Bidder and the Back-Up Bidder, provided that if such bidder is selected as the Successful Bidder or the Back-Up Bidder then the offer shall remain irrevocable until the earliest of: (i) the closing of the transaction with the Successful Bidder, (ii) in the case of the Successful Bidder, a termination of the Qualified Bid pursuant to the terms of the Successful Bidder Purchase Agreement, and (iii) with respect to the Back-up Bidder, the date that is thirty (30) business days after entry of the Sale Order.

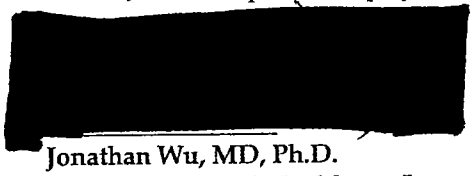
Acknowledgment and Representation

AHMC Healthcare (A) has had an opportunity to conduct any and all required due diligence regarding the Purchased Assets and/or Other Assets prior to making its offer and that the offer is not subject to any further due diligence or the need to raise capital/financing to consummate the proposed transaction; (B) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Purchased Assets and/or Other Assets in making its bid; (C) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Purchased Assets and/or Other Assets or the completeness of any information provided in connection therewith or with the relevant Auction, except as expressly stated in the Purchase Agreement; and (D) is not entitled to any expense reimbursement, break-up fee, or similar type of payment in connection with its bid.

Authorized Representatives

AHMC Healthcare has designated the following individuals as persons who will attend the Auction and have authority to make overbids at the Auction:

Jonathan Wu, M.D, PHD - Chairman of AHMC Healthcare, Inc.
Maan-H, irruei Hung - General Counsel of AHMC Healthcare, Inc.
Eric Tuckman - Senior Advisor to Chairman of AHMC Healthcare, Inc.
Steven Jerome Esq. - Bankruptcy Counsel at Snell and Wilmer LLP



Jonathan Wu, MD, Ph.D.
Chairman, AHMC Healthcare Inc.

EAST WEST BANK

OUTGOING WIRE FUNDS TRANSFER REQUEST

WIRE AMOUNT/SOURCE

SELECT ONE WIRE DESTINATION/CURRENCY TYPE *

■ DOMESTIC WIRE (U.S. Dollars)

☐ INTERNATIONAL WIRE _____ *Indicate Currency Type*

AMOUNT TO WIRE *

12,500,000.00

Provide amount in the "Currency Type" indicated

REPETITIVE WIRE ID # *complete only those fields with an* *

INTERNATIONAL WIRES: Funds will be sent in the currency of the destination country, when available; unless otherwise specified. If funds must be sent in USD to a USD beneficiary account, please indicate by checking this box: ☐

FOREIGN CURRENCY EXCHANGE RATE SOURCE (If Applicable)

If OVER US $25,000 equivalent contact 1-(888) 819-8883 for a rate quote

Rate Source: ☐ RATE SHEET ☐ FX DESK

FX Rate: _____ Value Date: _____

Quoted By: _____ USD Equivalent $ _____
(Trader's Name)

Reference #: _____

ACCOUNT NUMBER / SOURCE OF FUNDS *

☐ W/D FROM ACCOUNT #: 1043927

☐ CASH - *Credited by Branch to GL 242830/cc510*
Prior Risk Management approval required if over branch limit

☐ CHECK - *Credited by Branch to GL 242830/cc510*
Prior Risk Management approval required if over branch limit

ORIGINATOR INFORMATION *

ORIGINATOR'S NAME *

AHMC HEALTHCARE INC.

ORIGINATOR'S CONTACT PHONE NUMBER *

(626) 588-2718

PAYMENT INSTRUCTIONS

WIRE TO BENEFICIARY BANK NAME (BBK)

BANK OF AMERICA MERRILL LYNCH

CREDIT TO BENEFICIARY NAME (BNF)

ST. FRANCIS MEDICAL CENTER

BENEFICIARY BANK ADDRESS (BBK ADDR)

(If foreign bank address, please include both CITY and COUNTRY information)

BENEFICIARY ACCOUNT NUMBER (BNF AC#)

1416710090

BENEFICIARY ADDRESS (BNF ADDR, PHONE NUMBER)

2040 E. MARIPOSA AVE.
EL SEGUNDO, CA 90245-5027

(If foreign address, please include both CITY and COUNTRY information along with beneficiary contact phone number)

BENEFICIARY BANK'S ABA *(domestic)* **or SWIFT CODE** *(International)*

026009593

(SWIFT Bank Identifier Code (BIC), International Bank Account # (IBAN), International Sort/Routing/Clearing Code, Transit, CLABE – if applicable)

If applicable - INTERMEDIARY BANK INFORMATION (IBK) *(routing / ABA, SWIFT / BIC)*

MESSAGE OR REFERENCE – ORIGINATOR TO BENEFICIARY INFO* (OBI)

ORIGINATOR'S AUTHORIZATION *

By Signing below, I agree to the terms accompanying this form.*

[redacted] MAR 2 8 2019

(Originator's Signature) (Date) (Onginator's Signature) (Date)

BANK USE

ORIGINATOR'S ID

☐ Driver's License ☐ Passport ☐ Green Card

☐ Other _____

Issued By: _____

Serial Number: _____

REQUEST TYPE

☐ In Person ☐ Letter (Attached) ☐ Phone * ☐ FAX* ☐ E-Mail *

** Phone / FAX / E-Mail Requests - 1.) MUST adhere to Bank callback requirements (complete Callback Results section below), and 2.) MUST have a Funds Transfer Designation and Authorization (FTA) on file. If NO FTA is on file, the request must be approved by the Branch Manager (up to $200,000) OR Risk & Operations (if over $200,000)!*

NO FTA Form – Approval By (Printed Name)

_____
Branch Manager or Risk & Ops Employee Name

FEE AMOUNT: $ _____

FX Wires Only - Optional Other Fee Allocation

☐ BEN [default] ☐ OUR

CALLBACK RESULT

☐ No Callback (FTA Waiver)

☐ Callback Completed w/Auth Cust.

Callback / FTA Verified By - Employee (Print Name / Initials)	Callback To - Customer (Print Name)	Callback To - Phone Number
Employee who completed callback or verified FTA waiver	*Authorized Customer that confirmed wire*	*Phone number used for callback*

BRANCH/DEPARTMENT USE ONLY

INSTRUCTIONS ACCEPTED BY (Print Name & Signature)

Dept./Branch Name or #

Date Accepted	Time Accepted ☐ A M ☐ P M	Test Key Reference Number	Test Key Result Number

SUPERVISOR/AUTHORIZED EMPLOYEE APPROVAL (2nd signature required if over limit)

Verification of request form, customer ID, payment method, request type and customer's authority as an authorized account signer.

Approval Signature

Printed Name REQUIRED

"Over Limit" Approval Signature (as required by policy)

Printed Name REQUIRED

WIRE DEPARTMENT USE ONLY

Wire Input By (Initials)

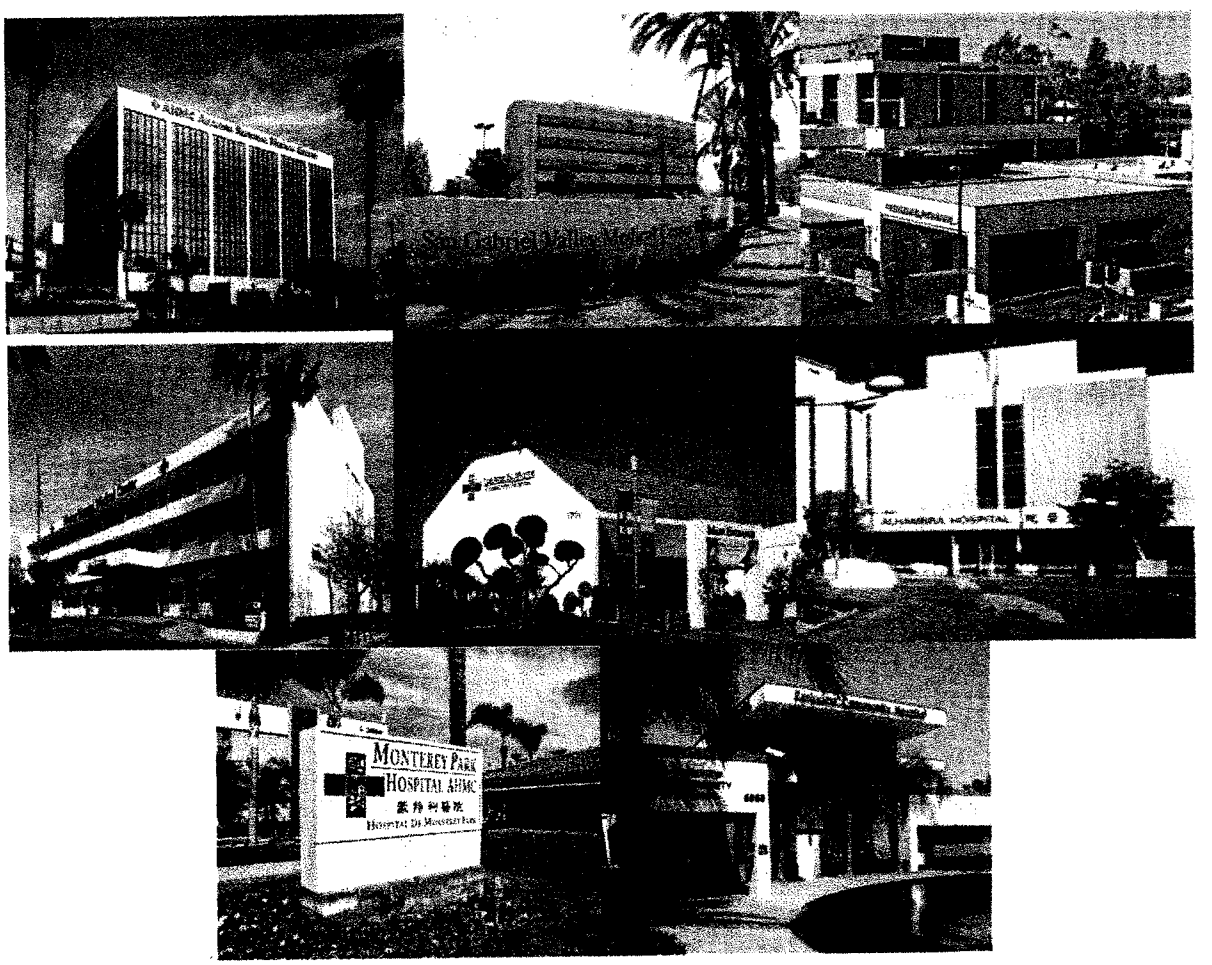
Wire Verified By (Initials)

Callback Verification By (Initials)

Callback Verification With (Printed Name)

Date Wire Executed

AHMC Healthcare Facilities



55 S. Raymond Ave. Suite 105, Alhambra, Ca 91801
Tel: 626.289.9004 Fax: 626.289.8952

FINAL VERSION

ASSET PURCHASE AGREEMENT

By and Among

Verity Health System of California, Inc., Verity Holdings, LLC,

St. Francis Medical Center

and

AHMC Healthcare Inc.

Dated _____, 2019

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "**Agreement**") is made and entered into as of the ____ day of _____, 2019 (the "**Signing Date**") by and among Verity Health System of California, Inc., a California nonprofit public benefit corporation ("**Verity**"), Verity Holdings, LLC, a California limited liability company ("**Verity Holdings**"), and St. Francis Medical Center, a California nonprofit public benefit corporation ("**St. Francis**" or "**Hospital Seller**") (Verity, Verity Holdings, and St. Francis are each referred to herein individually as a "**Seller**" and collectively as the "**Sellers**"), and AHMC Healthcare Inc., a California corporation, or nominee ("**Purchaser**").

RECITALS:

A. St. Francis engages in the business of the operation of the hospital known as St. Francis Medical Center, located at 3630 E. Imperial Highway, Lynwood, CA 90262, including the hospital pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics owned or operated by St. Francis (collectively, the "**St. Francis Hospital**" or the "**Hospital**"; the business of the operation of the Hospital is referred to herein as the "**Business**").

B. Purchaser desires to purchase from Sellers, and Sellers desire to sell to Purchaser, the assets described in Section 1.7 below (the "**Assets**") owned by Sellers and used with respect to the Business, for the consideration and upon the terms and conditions contained in this Agreement.

C. Sellers filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") with the United States Bankruptcy Court for the Central District of California, Los Angeles Division (the "**Bankruptcy Court**"), lead Case No. 2:18-bk-201510ER, jointly administered or to be jointly administered with their affiliates (the "**Bankruptcy Cases**").

D. The parties intend to effectuate the transactions contemplated by this Agreement through a sale of the Assets approved by the Bankruptcy Court pursuant to Section 363 of Title 11 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained in this Agreement, and for their mutual reliance and incorporating into this Agreement the above recitals, the parties hereto agree as follows:

ARTICLE 1

SALE AND TRANSFER OF ASSETS; CONSIDERATION; CLOSING

1.1 Purchase Price.

(a) Subject to the terms and conditions of this Agreement, the purchase price ("**Purchase Price**") shall consist of the following:

(i) Cash payment to Sellers (the "**Cash Consideration**") of Two Hundred Fifty Million Dollars ($250,000,000.00), which shall be allocated to St. Francis Medical Center in its entirety;

(ii) Assumption of St. Francis Hospital's accrued vacation and other paid time off as of the Closing, to be provided only with respect to Hired Employees (as defined in Section 5.3(a)) in the form of credited vacation and PTO, subject to compliance with applicable law and regulation, including consent of such employees if required;

(iii) [Intentionally Omitted]; and

(iv) Payment of Cure Costs (defined below) associated with any Assumed Leases and/or Assumed Contracts and assumption of the other Assumed Obligations (as defined below).

(b) Purchaser (i) is acquiring the Assets and (ii) is only assuming the Assumed Obligations (as defined below).

(c) At the Closing, Purchaser shall pay to Sellers, by wire transfer of immediately available funds to the accounts specified by Sellers to Purchaser in writing, an aggregate amount equal to the Cash Consideration, minus the Deposit (defined below).

(d) Purchaser shall, prior to Closing, be permitted to communicate with holders of secured debt of the Sellers regarding the possible assumption by Purchaser of all or a portion of such debt at the Closing. If Purchaser agrees to assume any such debt at the Closing, Purchaser and Sellers shall negotiate an appropriate credit to the Purchase Price for such assumption of debt.

1.2 Deposit. Purchaser, by wire transfer to an account designated by Sellers has made a good faith deposit in the amount of Twelve Million Five Hundred Thousand Dollars ($12,500,000) on the date hereof (the "**Deposit**"). The Deposit shall be non-refundable in all events, except as provided in Section 6.1(b) or Section 6.2, or in the event Purchaser has terminated this Agreement pursuant to Section 9.1 (other than Section 9.1(b)) or as set forth in Section 9.2, in which case Sellers shall immediately return the Deposit to Purchaser with all interest earned thereon. Upon Closing, the Deposit will be credited against the Purchase Price. Pending the Closing, or until this Agreement is terminated, the Deposit shall be deposited in an interest bearing account, with interest credited to Purchaser, at a federally-insured financial institution mutually acceptable to Purchaser and Sellers. In addition, on the Signing Date, Purchaser shall deliver to Sellers executed letters from its financing sources, in form and substance satisfactory to Sellers in their discretion.

1.3 Closing Date. The consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at 10:00 a.m. local time at the offices of Dentons US LLP, 601 South Figueroa St., Suite 2500, Los Angeles, CA 90017-5704 (the day on which Closing actually occurs, the "**Closing Date**") promptly but no later than ten (10) business days following the satisfaction or waiver of the conditions set forth in ARTICLE 7 and ARTICLE 8, other than those conditions that by their nature are to be satisfied at Closing but subject to fulfillment or

waiver of those conditions. The Closing shall be deemed to occur and to be effective as of 11:59 p.m. Pacific time on the Closing Date (the "**Effective Time**").

1.4 Items to be Delivered by Sellers at Closing. At or before the Closing, Sellers shall deliver, or cause to be delivered, to Purchaser the following:

1.4.1 a Bill of Sale substantially in the form of **Exhibit 1.4.1** attached hereto (the "**Bill of Sale**"), duly executed by each Seller, with respect to the Assets;

1.4.2 Real Estate Assignment and Assumption Agreements (the "**Real Estate Assignments**") in the form of **Exhibit 1.4.2** attached hereto with respect to (i) the Leased Real Property, and (ii) the Tenant Leases, each duly executed by each Seller;

1.4.3 a Quitclaim Deed (the "**Deed**") in the form of **Exhibit 1.4.2** attached hereto with respect to the real property listed in Schedule 1.4.3, together with all plant, buildings, structures, installments, improvements, fixtures, betterments, additions and constructions in progress situated thereon (collectively, the "**Owned Real Property**") duly executed by each Seller;

1.4.4 an Assumption Agreement (the "**Assumption Agreement**") in the form of **Exhibit 1.4.2** attached hereto with respect to the Assumed Obligations duly executed by each Seller;

1.4.5 favorable original certificates of good standing, of each Seller, issued by the State of California, dated no earlier than a date which is fifteen (15) calendar days prior to the Closing Date;

1.4.6 a duly executed certificate of an officer of each Seller certifying to Purchaser: (i) the incumbency of the officers of such Seller on the Signing Date and on the Closing Date and bearing the authentic signatures of all such officers who shall execute this Agreement and any additional documents contemplated by this Agreement, and (ii) the due adoption and text of the resolutions or consents of the Board of Directors of such Seller authorizing: (I) the transfer of the Assets and transfer of the Assumed Obligations by such Seller to Purchaser, and (II) the due execution, delivery and performance of this Agreement and all additional documents contemplated by this Agreement, and that such resolutions have not been amended or rescinded and remain in full force and effect on the Closing Date;

1.4.7 a certified copy of the Sale Order (as defined below);

1.4.8 a Transition Services Agreement (the "**Transition Services Agreement**") in form and substance satisfactory to Sellers and Purchaser, in their reasonable discretion, granting to Sellers use of certain assets, systems and personnel identified in such agreement solely in connection with Sellers' wind-down of the Business, the completion of the Bankruptcy Cases and the dissolution of Sellers (and following completion of such wind-down, Bankruptcy Cases and dissolution of Sellers, such Transition Services Agreement shall automatically terminate);

1.4.9 [Intentionally Omitted]; and

1.4.10 any such other instruments, certificates, consents or other documents which Purchaser and Sellers mutually deem reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof.

1.5 Items to be Delivered by Purchaser at Closing. At or before the Closing, Purchaser shall deliver or cause to be delivered to Sellers the following:

1.5.1 payment of the Cash Consideration subject to credits or plus payment to Sellers of all amounts as provided under Section 1.6;

1.5.2 evidence of payment of all Cure Costs required hereunder to be paid by Purchaser;

1.5.3 a duly executed certificate of the Secretary of Purchaser certifying to Sellers: (a) the incumbency of the officers of Purchaser on the Signing Date and on the Closing Date and bearing the authentic signatures of all such officers who shall execute this Agreement and any additional documents contemplated by this Agreement, and (b) the due adoption and text of the resolutions of the Board of Directors of Purchaser authorizing the execution, delivery and performance of this Agreement and all additional documents contemplated by this Agreement, and that such resolutions have not been amended or rescinded and remain in full force and effect on the Closing Date;

1.5.4 favorable original certificate of good standing, of Purchaser, issued by the California Secretary of State dated no earlier than a date which is fifteen (15) calendar days prior to the Closing Date;

1.5.5 the Bill of Sale, duly executed by Purchaser;

1.5.6 the Real Estate Assignment(s), duly executed by Purchaser;

1.5.7 the Assumption Agreement, duly executed by Purchaser;

1.5.8 [Intentionally omitted] ***No such referenced License Agreement***;

1.5.9 the Transition Services Agreement; and

1.5.10 any such other instruments, certificates, consents or other documents which Purchaser and Sellers mutually deem reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof.

1.6 Prorations and Utilities. All items of income and expense listed below with respect to the Assets shall be prorated in accordance with the principles and the rules for the specific items set forth hereafter:

1.6.1 All transfer, conveyance, sales, use, stamp, similar state and local taxes arising from the sale of the Assets hereunder shall be the responsibility of, and allocated to, Purchaser.

1.6.2 Other than the Utility Deposits (defined below), which are governed by Section 1.8(j), and other than with respect to Cure Costs payable by Purchaser, the following costs and expenses shall be prorated based upon the payment period (*i.e.*, calendar or other tax fiscal year) to which the same are attributable: all real estate and personal property lease payments, real estate and personal property taxes, real estate assessments, and power and utility charges (collectively, the "**Prorated Charges**") on the Assets. Each Seller shall pay its respective portion at or prior to the Closing (or Purchaser shall receive credit for) of any unpaid Prorated Charges attributable to periods or portions thereof occurring prior to the Effective Time, and Purchaser shall assume as an Assumed Liability or, to the extent previously paid by any Seller, pay to such Seller at the Closing all Prorated Charges attributable to periods or portions thereof occurring from and after the Effective Time. In the event that as of the Closing Date the actual tax bills for the tax year or years in question are not available and the amount of taxes to be prorated as aforesaid cannot be ascertained, then rates, millages and assessed valuation of the previous year, with known changes, shall be used. The parties agree that if the real estate and personal property tax prorations are made based upon the taxes for the preceding tax period, the prorations shall be re-prorated after the Closing. As to power and utility charges, "final readings" as of the Closing Date shall be ordered from the utilities; the cost of obtaining such "final readings," if any, shall be paid by Purchaser.

1.6.3 Sellers shall be entitled to all rents and other payments under Tenant Leases accruing for the period prior to the Effective Time ("**Pre Effective Time Lease Amounts**"), and Purchaser shall be entitled to all rents and other payments under Tenant Leases accruing for the period after the Effective Time ("**Post Effective Time Lease Amounts**" and together with the Pre Effective Time Lease Amounts, the "**Lease Amounts**"). All Lease Amounts that are collected prior to the Closing shall be prorated as of the Closing in accordance with the immediately preceding sentence. All Lease Amounts that are accrued but uncollected as of the Closing (including, without limitation, rents and other payments accrued prior to the Closing but payable in arrears after the Closing) (collectively, the "**Unpaid Amounts**") shall belong to Sellers, and Purchaser shall, upon receipt of said rents and other payments, receive the same in trust for Sellers and shall promptly remit any of such amounts to the applicable Seller within ten (10) days after Purchaser's receipt of same. For the avoidance of doubt, all rental payments received after Closing shall be first applied to any amounts owed to the Sellers under this Section 1.6.3.

1.6.4 All prorations and payments to be made under the foregoing provisions shall be agreed upon by Purchaser and Sellers prior to the Closing and shall be binding upon the parties; provided, however, with respect to the Unpaid Amounts, in the event any proration, apportionment or computation shall prove to be incorrect for any reason, then either the applicable Seller or Purchaser shall be entitled to an adjustment to correct the same, provided that said party makes written demand on the party from whom it is entitled to such adjustment within thirty (30)

calendar days after the erroneous payment or computation was made, or such later time as may be required, in the exercise of due diligence, to obtain the necessary information for proration. This Section 1.6 shall survive Closing.

1.7 Transfer of Assets of Sellers. On the Closing Date and subject to the terms and conditions of this Agreement, each Seller shall sell, assign, transfer, convey and deliver to Purchaser, free and clear of all liens, claims, interests and encumbrances other than the Permitted Exceptions (defined below), and Purchaser shall acquire, all of each Seller's right, title and interest in and to only the following assets and properties, as such assets shall exist on the Closing Date, in each case (notwithstanding anything else in this Agreement) solely to the extent used primarily in the conduct of the Business and to the extent not included among the Excluded Assets, such transfer being deemed to be effective at the Effective Time:

(a) all of the tangible personal property owned by Hospital Seller, or to the extent assignable or transferable by Hospital Seller, leased, subleased or licensed by Hospital Seller, and used by Hospital Seller in the operation of the Hospital, including equipment, furniture, fixtures, machinery, vehicles, office furnishings and leasehold improvements (the "**Personal Property**");

(b) all of Hospital Seller's rights, to the extent assignable or transferable, to all Medicare and Medi-Cal provider agreements, permits, approvals, certificates of exemption, franchises, accreditations and registrations and other governmental licenses, permits or approvals issued to Hospital Seller for use in the operation of the Hospital (the "**Licenses**"), including, without limitation, the Licenses and Medicare/Medi-Cal Provider Agreements set forth on **Schedule 1.7(b)**, except to the extent Purchaser elects, in its discretion, not to take assignment of any such Licenses;

(c) all of Hospital Seller's interest in and to the Owned Real Property and all of Hospital Seller's interest, to the extent assignable or transferable, in and to all of the following (the "**Assumed Leases**"): (i) personal property leases with respect to the operation of the Hospital (including leases for assets described in Section 1.7(i), (ii) the real property leases for all real property leased by Hospital Seller and set forth on **Schedule 1.7(c)(ii)** (the "**Leased Real Property**"), and (iii) the real property leased or subleased by Hospital Seller to a third party and set forth on **Schedule 1.7(c)(iii)** (the "**Tenant Leases**");

(d) all of Hospital Seller's interest, to the extent assignable or transferable, in and to all contracts and agreements (including, but not limited to, purchase orders) with respect to the operation of the Hospital that have been designated by Purchaser as a contract to be assumed pursuant to Section 1.11 (the "**Assumed Contracts**");

(e) other than the Excluded Settlements and Actions (defined below), all claims, rights, interests and proceeds (whether received in cash or by credit to amounts otherwise due to a third party) with respect to amounts overpaid by Hospital Seller to any third party health plans with respect to periods prior to the Effective Time (e.g. such overpaid amounts may be determined by billing audits undertaken by Hospital Seller or Hospital Seller's consultants), except with respect to any causes of action or proceeds thereof arising under Chapter 5 of the Bankruptcy

Code other than with respect to Assumed Contracts and Assumed Leases and other items described in Section 1.8(h);

(f) to the extent assignable or transferable, all inventories of supplies, drugs, food, janitorial and office supplies and other disposables and consumables (i) located at the Hospital,or (ii) used in the operation of the Hospital (the "**Inventory**") except as set forth in Section 1.8(e);

(g) other than Utility Deposits, all prepaid rentals, deposits, prepayments (excluding prepaid insurance and prepaid taxes) and similar amounts relating to the Assumed Contracts and/or the Assumed Leases, which were made with respect to the operation of the Hospital (the "**Prepaids**");

(h) to the extent assignable or transferrable, all of the following that are not proprietary to such Seller and/or owned by or proprietary to Hospital Seller's affiliates: operating manuals, files and computer software with respect to the operation of the Hospital, including, without limitation, all patient records, medical records, employee records, financial records, equipment records, construction plans and specifications, and medical and administrative libraries; *provided, however*, that any patient records and medical records which are not required by law to be maintained by Hospital Seller as of the Effective Time shall be an Excluded Asset;

(i) to the extent assignable or transferrable (and if leased, to the extent the associated lease is transferrable), including any assignment which is made effective pursuant to the Sale Order where the consent of a third party is required pursuant to the terms of an applicable agreement but not obtained, all systems, servers, computers, hardware, firmware, middleware, telecom equipment, networks, data communications lines, routers, hubs, switches and all other information technology equipment, and all associated documentation owned, leased or licensed by Hospital Seller and used by Hospital Seller with respect to the operations of the Hospital;

(j) all Measure B trauma funding received by Hospital Seller after the Closing irrespective of the State Fiscal Year the funds are applied to;

(k) all funds received by Hospital Seller after the Closing under the QAF Program and any subsequent QAF Program payment (e.g., QAF VI and QAF VII), irrespective of the State Fiscal Year the funds are applied to; for purposes of this Agreement, the "**QAF Program**" means the California Department of Health Care Services Hospital Quality Assurance Fee Programs IV ("QAF IV") and V ("QAF V"). To the extent Hospital Seller has paid QAF fees for QAF funds that are not received until after the Closing Date, Purchaser will reimburse the Hospital Seller for any such fees that have been paid;

(l) Aall disproportionate share funds received by Hospital Seller after the Closing, irrespective of the State Fiscal Year for which such amounts are/were authorized for payment;

(m) all rights, claims and causes of action of Hospital Seller to the extent related to and/or to the extent arising out of the Accounts Receivable acquired by Purchaser at the Closing;

(n) other than the Excluded Settlements and Actions, all regulatory settlements, rebates, adjustments, refunds or group appeals, including without limitation pursuant to all cost reports filed by Sellers for payment or reimbursement from government payment programs and other payors with respect to periods after the Signing Date;

(o) other than the Excluded Settlements and Actions, all casualty insurance proceeds arising in respect of casualty losses occurring after the Signing Date in connection with the ownership or operation of the Assets;

(p) other than the Excluded Settlements and Actions, all surpluses arising out of any risk pools, shared savings program or accountable care organization arrangement to which Hospital Seller is party on the Closing Date, in each case to the extent Purchaser assumes the underlying contract relating to such risk pools, shared savings program or accountable care organization arrangement;

(q) all transferable unclaimed property of any Person in Sellers' possession as of the Closing Date that relate to the Hospital, including, without limitation, property which is subject to applicable escheat laws;

(r) to the extent assignable or transferable by Sellers without out-of-pocket expense to Sellers, all warranties (including warranties of any manufacturer or vendor) on or in connection with the Assets (including the Personal Property) in favor of the Hospital or Sellers;

(s) the right to use the name "St. Francis Medical Center", including any trademarks, service marks, trademark and service mark registrations and registration applications, trade names, trade name registrations, logos, domain names, trade dress, copyrights, copyright registrations, website content, know-how, trade secrets and the corporate or company names of Hospital Seller and the name of the Hospital, together with all rights to sue and recover damages for infringement, dilution, misappropriation or other violation or conflict associated with any of the foregoing; at the Closing, Purchaser will execute and deliver to Sellers the Transition Services Agreement granting to Sellers an unlimited, royalty free, irrevocable license to use any and all of the foregoing solely in connection with the wind-down of the Business, the completion of the Bankruptcy Cases and the dissolution of Sellers (and following completion of such wind-down, Bankruptcy Cases and dissolution of Sellers, such license shall automatically terminate);

(t) all goodwill of the Hospital evidenced by or associated with any of the Assets;

(u) to the extent transferable or assignable, Hospital Seller's right or interest in the telephone and facsimile numbers and uniform resource locaters used with respect to the operation of the Hospital;

(v) Hospital Seller's Medicare and Medi-Cal provider agreements and lockbox account(s) identified on **Schedule 1.7(u)**;

(w) with respect to Verity Holdings, the assets represented by the assessor's parcel numbers (APN's) listed in **Schedule 1.7(w)** hereof (the "**Purchased Verity Holdings Assets**");

(x) except for the Excluded Assets, to the extent assignable or transferable, and subject to the Permitted Exceptions, any other assets owned by Hospital Seller (which are not otherwise specifically described above in this Section 1.7) that are used in the operation of the Hospital; and

(y) [Intentionally Omitted].

As used herein, the term "**Permitted Exceptions**" means: (i) the Assumed Obligations; (ii) liens for taxes not yet due and payable; (iii) easements, rights of way, zoning ordinances and other similar encumbrances affecting real property; (iv) other imperfections of title or encumbrances, if any, which are not monetary in nature and that are not, individually or in the aggregate, material to the business of the Hospital; (v) any agreements made with any governmental authority in order to obtain any consent or approval, including, without limitation, in connection with the Medicare and Medi-Cal provider agreements; and (vi) other imperfections of title or encumbrances that are expressly identified on **Schedule 1.7** hereof.

1.8 Excluded Assets. Notwithstanding anything to the contrary in Section 1.7, each Seller shall retain all interests, rights and other assets owned directly or indirectly by it (or any of such Seller's affiliates) which are not among the Assets, including, without limitation, the following interests, rights and other assets of such Seller (collectively, the "**Excluded Assets**"):

(a) cash, cash equivalents and short-term investments;

(b) all Seller Plans (defined below) and the assets of all Seller Plans and any asset that would revert to the employer upon the termination of any Seller Plan, including, without limitation, any assets representing a surplus or overfunding of any Seller Plan;

(c) all contracts that are not Assumed Contracts;

(d) all leases that are not Assumed Leases;

(e) the portions of Inventory, Prepaids, and other assets disposed of, expended or canceled, as the case may be, by such Seller after the Signing Date and prior to the Effective Time in the ordinary course of business;

(f) assets owned and provided by vendors of services or goods to the Hospital;

(g) Except for as stated in Section 1.7(j), Section 1.7(k), and Section 1.7(l), all accounts and interest thereupon, notes and interest thereupon and other receivables of Hospital Seller, including, without limitation, accounts, notes or other amounts receivable, and all claims, rights, interests and proceeds related thereto, including all accounts and other receivables, and Seller Cost Report settlements related thereto, in each case arising from the rendering of services or provision of goods, products or supplies to inpatients and outpatients at the Hospital, billed and unbilled, recorded and unrecorded, for services, goods, products and supplies provided by Hospital

Seller prior to the Effective Time whether payable by Medicare, Medicaid, or any other payor (including an insurance company), or any health care provider or network (such as a health maintenance organization, preferred provider organization or any other managed care program) or any fiscal intermediary of the foregoing, private pay patients, private insurance or by any other source (collectively, "**Accounts Receivable**"), provided that Purchaser will collect the Accounts Receivable on Hospital Seller's behalf at no cost to Hospital Seller;

(h) all documents, records, correspondence, work papers and other documents, other than patient records, primarily relating to the Accounts Receivable;

(i) all of such Seller's organizational or corporate record books, minute books, tax returns, tax records and reports, data, files and documents, including electronic data related thereto;

(j) all claims, counterclaims and causes of action of such Seller or such Seller's bankruptcy estate (including parties acting for or on behalf of such Seller's bankruptcy estate, including, but not limited to, the official committee of unsecured creditors appointed in the Bankruptcy Cases), including, without limitation, rights of recovery or set-off of every kind and character against third parties, causes of action arising out of any claims and causes of action under chapter 5 of the Bankruptcy Code and any related claims, counterclaims and causes of action under applicable non-bankruptcy law, and any rights to challenge liens asserted against property of such Seller's bankruptcy estate, including, but not limited to, liens attaching to the Purchase Price paid to such Seller, and the proceeds from any of the foregoing;

(k) other than casualty insurance proceeds described in Section 1.7(n), all insurance policies and contracts and coverages obtained by such Seller or listing such Seller as insured party, a beneficiary or loss payee, including prepaid insurance premiums, and all rights to insurance proceeds under any of the foregoing, and all subrogation proceeds related to any insurance benefits arising from or relating to Assets prior to the Closing Date;

(l) all deposits made with any entity that provides utilities to the Hospital (the "**Utility Deposits**");

(m) all rents, deposits, prepayments, and similar amounts relating to any contract or lease that is not an Assumed Contract or Assumed Lease;

(n) all non-transferrable unclaimed property of any third party as of the Effective Time, including, without limitation, property which is subject to applicable escheat laws;

(o) all other bank accounts of such Sellers not listed on **Schedule 1.7(u)**;

(p) all writings and other items that are protected from discovery by the attorney-client privilege, the attorney work product doctrine or any other cognizable privilege or protection;

(q) the rights of such Seller to receive mail and other communications with respect to Excluded Assets or Excluded Liabilities;

(r) all director and officer insurance;

(s) all tax refunds of such Seller;

(t) all documents, records, operating manuals and film pertaining to the Hospital that the parties agree that such Seller is required by law to retain;

(u) all patient records and medical records which are not required by law to be maintained by such Seller as of the Effective Time;

(v) all documents, records, correspondence, work papers and other patient records that may not be transferred under applicable law, and any other documents, records, or correspondence (including with respect to any employees) that may not be transferred under applicable law;

(w) any rights or documents relating to any Excluded Liability or other Excluded Asset;

(x) any rights or remedies provided to such Seller under this Agreement and each other document executed in connection with the Closing;

(y) any: (i) personnel files for employees of such Seller who are not hired by Purchaser; (ii) other books and records that such Seller is required by Law to retain; provided, however, that except as prohibited by Law and subject to Article 5, Purchaser shall have the right to make copies of any portions of such retained books and records that relate to the business of the Hospital as conducted before the Closing or that relate to any of the Assets; (iii) documents which such Seller is not permitted to transfer pursuant to any contractual obligation owed to any third party; (iv) documents primarily related to any Excluded Assets; and (v) documents necessary to prepare tax returns (Purchaser shall be entitled to a copy of such documents). With respect to documents necessary to prepare cost reports, Purchaser shall receive the original document and such Seller shall be entitled to retain a copy of such documents for any period ending on or prior to the Closing Date;

(z) all deposits or other prepaid charges and expenses paid in connection with or relating to any other Excluded Assets;

(aa) all rights, claims and causes of action of such Seller to the extent related to and/or to the extent arising out of the receivables identified in **Schedule 1.8(y)** and rights to settlements and retroactive adjustments, if any, whether arising under a Seller Cost Report or otherwise, for any reporting periods ending on or prior to the Effective Time, whether open or closed, arising from or against the United States government under the terms of the Medicare program or TRICARE (formerly the Civilian Health and Medical Program of the Uniformed Services);

(bb) all pre-Closing settlements or settlements pursuant to adversary proceedings in the Bankruptcy Cases, including, without limitation, any proceedings identified in Section 1.8(h) or 1.8(y) (together with the items identified in Section 1.8(h) and 1.8(y), the "**Excluded Settlements and Actions**");

(cc) for the avoidance of doubt, all QAF IV and QAF V payments actually received prior to the Signing Date;

(dd) all assets of Verity Holdings other than the Purchased Verity Holdings Assets and all assets of any of the tenants located in the leased premises of the purchased Verity Holdings properties; and

(ee) any assets identified in **Schedule 1.8(cc)**.

1.9 Assumed Obligations. On the Closing Date, each Seller shall assign, and Purchaser shall assume and agrees to discharge, perform and satisfy fully, on and after the Effective Time, the following liabilities and obligations of such Seller and only the following liabilities and obligations (collectively, the "**Assumed Obligations**"):

(a) the Assumed Contracts and all liabilities of such Seller under the Assumed Contracts, including related Cure Costs;

(b) the Assumed Leases and all liabilities of such Seller under the Assumed Leases, including related Cure Costs;

(c) all liabilities and obligations arising out of or relating to any act, omission, event or occurrence connected with the use, ownership or operation by Purchaser of the Hospital or any of the Assets on or after the Effective Time;

(d) all accrued vacation and other paid time off, to the extent assumed under Section 1.1(a)(ii);

(e) all liabilities and obligations of Hospital Seller related to the Hired Employees arising on or following the Effective Time;

(f) all unpaid real and personal property taxes, if any, that are attributable to the Assets after the Effective Time, subject to the prorations provided in Section 1.6;

(g) all liabilities and obligations relating to utilities being furnished to the Assets, subject to the prorations provided in Section 1.6;

(h) any documentary, sales and transfer tax liabilities of such Seller incurred as a result of the consummation of the transaction contemplated by this Agreement;

(i) all liabilities or obligations provided for in Section 5.3;

(j) any obligations or liabilities Purchaser may desire or need to assume in order to have the Certifications/Licenses/Permits identified on Schedule 1.7(b) reissued to Purchaser, as well as any liabilities or obligations associated with Hospital Seller's Medicare and Medi-Cal provider agreements, but only to the extent assumed by Purchaser, and any Medi-Cal liabilities or obligations needed to support ongoing Hospital Quality Assurance Fee Program payments; and

(k) any other obligations and liabilities identified in **Schedule 1.9(k)**.

1.10 Excluded Liabilities. Purchaser shall not assume or become responsible for any duties, obligations or liabilities of any Seller that are not expressly assumed by Purchaser pursuant to the terms of this Agreement, the Bill of Sale, the Assumption Agreement or the Real Estate Assignment(s) (the "**Excluded Liabilities**"), and each Seller shall remain fully and solely responsible for all of such Seller's debts, liabilities, contract obligations, expenses, obligations and claims of any nature whatsoever related to the Assets or the Hospital unless assumed by Purchaser under this Agreement, in the Bill of Sale, the Assumption Agreement or in the Real Estate Assignment(s).

1.11 Designation of Assumed Contracts and Assumed Leases.

(a) Except as provided in Section 1.11(b), all contracts and leases will be subject to evaluation by Purchaser for assumption or rejection (collectively "**Evaluated Contracts**"). Not later than seven (7) days prior to the date of the auction for the Assets (i) Purchaser shall notify each Seller in writing of which Evaluated Contracts are to be assumed by such Seller and assigned to Purchaser, and (ii) Purchaser shall notify each Seller in writing signed and dated by Purchaser of which Evaluated Contracts are to be rejected by such Seller (collectively, the "**Rejected Contracts**"); provided, that Purchaser shall have the right to designate additional Evaluated Contracts for assumption up to thirty (30) days prior to Closing. Each Seller shall file such motions in the Bankruptcy Court and take such other actions as are reasonably necessary to ensure that final and non-appealable orders are entered: (x) assuming and assigning the respective Assumed Contracts or Assumed Leases applicable to such Seller to Purchaser, and (y) rejecting the Rejected Contracts. With respect to each Assumed Lease, the applicable Seller shall execute and deliver to Purchaser an Assignment and Assumption of Lease. Notwithstanding anything to the contrary set forth in this Agreement, the Rejected Contracts shall constitute part of the Excluded Assets pursuant to, and as defined in, this Agreement.

(b) At Closing and pursuant to an order of the Bankruptcy Court and any applicable authority, including, but not limited to, section 365 of the Bankruptcy Code, each Seller will assume and immediately assign to Purchaser the leases of such Seller for Leased Real Property and the Tenant Leases.

(c) Notwithstanding the foregoing, Purchaser's obligation to consummate the transactions contemplated by this Agreement are not contingent upon the assumption, assignment or rejection of any contract or lease, or on the amount of any payment or other performance needed to cure any default thereunder.

1.12 Disclaimer of Warranties; Release.

(a) THE ASSETS TRANSFERRED TO PURCHASER WILL BE SOLD BY SELLERS AND PURCHASED BY PURCHASER IN THEIR PHYSICAL CONDITION AT THE EFFECTIVE TIME, "AS IS, WHERE IS AND WITH ALL FAULTS AND NONCOMPLIANCE WITH LAWS" WITH NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, USAGE, WORKMANSHIP, QUALITY,

PHYSICAL CONDITION, OR VALUE, AND ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED, AND WITH RESPECT TO THE LEASED REAL PROPERTY WITH NO WARRANTY OF HABITABILITY OR FITNESS FOR HABITATION, INCLUDING, WITHOUT LIMITATION, THE LAND, THE BUILDINGS AND THE IMPROVEMENTS. ALL OF THE PROPERTIES, ASSETS, RIGHTS, LICENSES, PERMITS, PRIVILEGES, LIABILITIES, AND OBLIGATIONS OF SELLERS INCLUDED IN THE ASSETS AND THE ASSUMED OBLIGATIONS ARE BEING ACQUIRED OR ASSUMED "AS IS, WHERE IS" ON THE CLOSING DATE AND IN THEIR PRESENT CONDITION, WITH ALL FAULTS. ALL OF THE TANGIBLE ASSETS SHALL BE FURTHER SUBJECT TO NORMAL WEAR AND TEAR AND NORMAL AND CUSTOMARY USE OF THE INVENTORY AND SUPPLIES IN THE ORDINARY COURSE OF BUSINESS UP TO THE EFFECTIVE TIME.

(b) Purchaser acknowledges that Purchaser will be examining, reviewing and inspecting all matters which in Purchaser's judgment bear upon the Assets, the Sellers, the Hospital, the business of the Hospital and their value and suitability for Purchaser's purposes and is relying solely on Purchaser's own examination, review and inspection of the Assets and Assumed Obligations. Purchaser releases each Seller and its affiliates from all responsibility and liability regarding the condition, valuation, salability or utility of the business of the Hospital or the Assets, or their suitability for any purpose whatsoever. Purchaser further acknowledges that the representations and warranties of Sellers contained in ARTICLE 2 of this Agreement are the sole and exclusive representations and warranties made by Sellers to Purchaser (including with respect to the Hospital, the Assets and the Assumed Obligations) and shall expire, and be of no further force or effect after _____, 2019, except that the Sale Order Date Representations shall expire, and be of no further force or effect upon the Sale Order Date, and in each case Sellers shall not have any liability in respect of any breach thereof following such expiration.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller hereby represents, warrants and covenants to Purchaser, severally (and not jointly) with respect to such Seller that the following matters are true and correct as of the Signing Date, except as would not have a material adverse effect upon the Hospital, taken as a whole (a "**Material Adverse Effect**") and except as disclosed in the disclosure schedule, as may be amended pursuant to the terms of this Agreement (the "**Disclosure Schedule**"), provided that the representations and warranties set forth in Sections 2.1 (Authorization), 2.2 (Binding Agreement), 2.3 (Organization and Good Standing; No Violation), 2.8 (Compliance with Legal Requirements), 2.9 (Required Consents), 2.11 (Title) and 2.14 (Legal Proceedings) (the "**Sale Order Date Representations**") shall also be made as of immediately prior to the entry of the Sale Order (the "**Sale Order Date**"):

2.1 Authorization. Such Seller has all necessary corporate power and authority to enter into this Agreement and, subject to Bankruptcy Court approval, to carry out the transactions contemplated hereby.

2.2 Binding Agreement. This Agreement has been duly and validly executed and delivered by such Seller and, assuming due and valid execution by Purchaser, this Agreement constitutes a valid and binding obligation of such Seller enforceable in accordance with its terms subject to (a) applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect, and (b) limitations on the enforcement of equitable remedies. Except for such corporate actions which have been taken on or before the date hereof, no other corporate action on the part of Sellers is necessary to authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby and thereby.

2.3 Organization and Good Standing; No Violation.

(a) Such Seller is an entity duly organized, validly existing and in good standing under the laws of the State of California. Such Seller has all necessary power and authority to own, operate and lease its properties and to carry on its businesses as now conducted.

(b) Neither the execution and delivery by such Seller of this Agreement nor the consummation of the transactions contemplated hereby by such Seller nor compliance with any of the material provisions hereof by such Seller, will violate, conflict with or result in a breach of any material provision of such Seller's articles of incorporation or bylaws or any other organizational documents of such Seller.

2.4 Contracts. Except as set forth in **Schedule 2.4**, upon entry of the Sale Order and Purchaser's payment of the Cure Costs, to Seller's knowledge, Seller is not in material breach or default of the Assumed Contracts or Assumed Leases. No provision of this Section 2.4 shall apply to any failure to obtain consents to the assignment of the Assumed Contracts and Assumed Leases from third parties to the Assumed Contracts and Assumed Leases for which consent is required to assign the Assumed Contracts and Assumed Leases to Purchaser (the "**Contract and Lease Consents**").

2.5 Brokers and Finders. Except as set forth on **Schedule 2.5**, neither such Seller nor any affiliate thereof, nor any officer or director thereof, have engaged or incurred any liability to any finder, broker or agent in connection with the transactions contemplated hereunder.

2.6 Seller Knowledge. References in this Agreement to "Sellers' knowledge or "the knowledge of Sellers" means the actual knowledge of the Chief Executive Officer or Chief Financial Officer of the applicable Seller, without independent research. No constructive or imputed knowledge shall be attributed to any such individual by virtue of any position held, relationship to any other Person or for any other reason.

2.7 Non-Contravention. Neither the execution and delivery by Sellers of this Agreement and each Ancillary Agreement nor performance of any of the material provisions hereof by Sellers, will violate, conflict with or result in a breach of any material provisions of the articles of incorporation or bylaws of Sellers.

2.8 Compliance with Legal Requirements. Except as set forth in **Schedule 2.8**, to the knowledge of Sellers: each Seller, with respect to the operation of the Hospital, is in material

compliance with all applicable laws, statutes, ordinances, orders, rules, regulations, policies, guidelines, licenses, certificates, judgments or decrees of all judicial or governmental authorities (federal, state, local, foreign or otherwise) (collectively, "**Legal Requirements**"). Except as set forth in **Schedule 2.8**, to the knowledge of Sellers, none of the Sellers, with respect to the operation of the Hospital, has been charged in writing with or been given written notice of or is under investigation with respect to, any material violation of, or any obligation to take material remedial action under, any applicable Legal Requirements.

2.9 Required Consents. Except as set forth in **Schedule 2.9**, and other than in connection with any Licenses, any provider agreements (including any such agreements with a governmental authority) and the CA AG (defined below), Sellers are not a party to or bound by, nor are any of the Assets subject to, any mortgage, or any material lien, deed of trust, material lease, or material contract or any material order, judgment or decree which, after giving effect to the Sale Order: (a) will require the consent of any third party to the execution of this Agreement, or (b) will require the consent of any third party to consummate the transactions contemplated by this Agreement.

2.10 Environmental Matters.

(a) Sellers have provided Purchaser with the Phase I Environmental Site Assessments set forth in said **Schedule 2.10(a)**.

(b) Except as disclosed in **Schedule 2.10(b)**, to the knowledge of Sellers, the operations of the Hospital are not in material violation of any applicable limitations, restrictions, conditions, standards, prohibitions, requirements and obligations of Environmental Laws and related orders of any court or any other governmental authority.

(c) For the purposes of this Section, the term "**Environmental Laws**" shall mean all state, federal or local laws, ordinances, codes or regulations relating to Hazardous Substances or to the protection of the environment, including, without limitation, laws and regulations relating to the storage, treatment and disposal of medical and biological waste. For purposes of this Agreement, the term "**Hazardous Substances**" shall mean (i) any hazardous or toxic waste, substance, or material defined as such in (or for the purposes of) any Environmental Laws, (ii) asbestos-containing material, (iii) medical and biological waste, (iv) polychlorinated biphenyls, (v) petroleum products, including gasoline, fuel oil, crude oil and other various constituents of such products, and (vi) any other chemicals, materials or substances, exposure to which is prohibited, limited or regulated by any Environmental Laws.

2.11 Title. Prior to _____, 2019, Sellers shall have delivered at their own expense: (i) for all the Real Property preliminary title reports issued by First American Title Insurance Company (the "**Title Commitments**"), (ii) for all of the Real Property all underlying title documents listed on the Title Commitments (the "**Underlying Title Documents**"), and (iii) for the Hospital an as-built ALTA Survey (the "**Survey**", and collectively with the Title Commitment and the Underlying Title Documents, the "**Title Documents**").

2.12 Certain Other Representations with Respect to the Hospital.

(a) Except as set forth in **Schedule 2.12**, all Licenses which are material and necessary to the operation of the Hospital by Sellers are valid and in good standing and Sellers are in compliance with the terms and conditions of all such Licenses in all material respects, in each case except where the failure to be valid and in good standing or in compliance would not have a material adverse effect on the Assets or the Hospital. Except as set forth in **Schedule 2.12**, as of the Closing Date Sellers will have any and all material Licenses required under Legal Requirements to conduct the Hospital as presently conducted by Sellers, except where the failure to have any such License would not have a material adverse effect on the Assets or the Hospital. To the knowledge of Sellers, no loss or expiration of any License is pending or threatened.

(b) Hospital Seller is certified for participation in the Medicare, Medi-Cal and TRICARE programs and any other federal or state health care reimbursement programs in which it participates, and has current and valid provider agreements with each such program, except where the failure to be so certified or have such provider agreements would not have a material adverse effect.

(c) Sellers have not been excluded from Medicare, Medi-Cal or any federal or state health care reimbursement program, and, to the knowledge of Sellers, there is no pending or threatened exclusion action by a governmental authority against Sellers.

2.13 Financial Statements.

(a) **Schedule 2.13(a)** hereto contains the following financial statements (the "Historical Financial Statements"): (i) the unaudited balance sheets of the Sellers as of June 30, 2018; (ii) unaudited income statements of the Sellers for the twelve-month periods ended June 30, 2018; (iii) the audited consolidated income statements of Sellers for the years ended 2016 and 2017; and (iv) the unaudited consolidated balance sheet of Sellers as of June 30, 2018.

(b) the income statements contained in the Historical Financial Statements present, fairly in all material respects the results of the operations of the Sellers as of and for the periods covered therein and, except as set forth on **Schedule 2.13(b)**, the balance sheets contained in the Historical Financial Statements: (i) are true, complete and correct in all material respects; (ii) present, fairly in all material respects the financial condition of the Sellers as of the dates indicated thereon; and (iii) to the extent prepared by an independent certified public accounting firm, have been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods covered, except as disclosed therein.

2.14 Legal Proceedings. Except as set forth on **Schedule 2.14**, and except for any and all cases and/or pleadings filed or to be filed in the Bankruptcy Court, which shall be available through Sellers' claims and noticing agent's website at http://www.kcclcc.com/VERITYHEALTH/, to the knowledge of Sellers, there are no material claims, proceedings or investigations pending or threatened with respect to the ownership of the Assets or the operation of the Hospital by Sellers before any governmental authority. Except as set forth on **Schedule 2.14**, and other than any action or proceeding brought in the Bankruptcy Court,

to the knowledge of Sellers, Sellers are not subject to any government order with respect to the ownership or operation by Sellers of the Hospital or the other Assets or the Hospital and are in substantial compliance with respect to each such government order.

2.15 Employee Benefits. **Schedule 2.15(a)** contains a list of: (i) each pension, profit sharing, bonus, deferred compensation, or other retirement plan or arrangement of Sellers with respect to the operation of the Hospital, whether oral or written, which constitutes an "employee pension benefit plan" as defined in Section 3(2) of ERISA, (ii) each medical, health, disability, insurance or other plan or arrangement of Sellers with respect to the operation of the Hospital, whether oral or written, which constitutes an "employee welfare benefit plan" as defined in Section 3(1) of ERISA, and (iii) each other employee benefit or perquisite provided by Sellers with respect to the operation of the Hospital, in which any employee of Sellers participates in his/her capacity as such (collectively, the "**Seller Plans**").

2.16 Personnel. **Schedule 2.16** sets forth a complete list (as of the date set forth therein) of names, positions and current annual salaries or wage rates and scheduled bonus, and the accrued paid time off pay of all employees of Sellers (including employees of the Hospital and employees of Verity and Verity Holdings) immediately prior to December 21, 2018, whether such employees are full time employees, part-time employees, on short-term or long-term disability or on leave of absence pursuant to Sellers' policies, the Family and Medical Leave Act of 1993 or other similar Legal Requirements (the "**Hospital Employees**") and indicating whether the Hospital Employee is full-time or part-time. Sellers shall have the right to update to **Schedule 2.16(a)** to reflect changes in employment status or new hires and terminations occurring after December 21, 2018 by providing a revised schedule to Purchaser no later than five (5) business days before the date scheduled for the Closing.

2.17 Insurance. Schedule 2.17 contains a list of all material insurance maintained by Sellers with respect to the Assets and the Business, as of the Signing Date.

2.18 Accounts Receivable. To the knowledge of Sellers, all Accounts Receivable included in the Assets at Closing result from the bona fide provision of products or services in the ordinary course of business. All Hospital Seller's Accounts Receivable are currently deposited, either electronically or manually, into the bank accounts listed on **Schedule 4.25(b)**.

2.19 Payer Contracts. To the knowledge of Sellers, and subject to Section 365 of the Bankruptcy Code, **Schedule 2.19** sets forth a complete list of all written contracts with private third party payers including insurance companies and HMOs ("**Payer Contracts**"). Sellers have provided Purchaser with a true and correct copy of all material Payer Contracts, whether or not entered into in the ordinary course of business, or otherwise required to be disclosed on **Schedule 2.19**, in each case together with all amendments thereto.

2.20 Excluded Individuals. Except as set forth on **Schedule 2.20**, to the knowledge of Sellers: neither Sellers, the Hospital nor any director, officer or employee of Sellers or the Hospital: (a) was, is or is proposed to be, suspended, excluded from participation in, or sanctioned under, any federal or state health care program (including, without limitation, Medicare and Medicaid) (an "**Excluded Individual**"); (b) has been convicted of any criminal offense related to the delivery of any medical or health care services or supplies, or related to the neglect or abuse of patients; (c)

has failed to maintain its current License to provide the services required to be provided by it to or on behalf of Sellers and the Hospital; or (d) is unable to obtain or maintain liability insurance consistent with commercially reasonable industry practices.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF PURCHASER

As an inducement to Sellers to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Purchaser hereby represents, warrants and covenants to Sellers as to the following matters as of the Signing Date and, except as otherwise provided herein, shall be deemed to remake all of the following representations, warranties and covenants as of the Closing Date:

3.1 Authorization. Purchaser has full power and authority to enter into this Agreement and has full power and authority to perform its obligations hereunder and to carry out the transactions contemplated hereby. No additional internal consents are required in order for Purchaser to perform its obligations and agreements hereunder.

3.2 Binding Agreement. This Agreement has been duly and validly executed and delivered by Purchaser and, assuming due and valid execution by Sellers, this Agreement constitutes a valid and binding obligation of Purchaser enforceable in accordance with its terms subject to: (a) applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect, and (b) limitations on the enforcement of equitable remedies.

3.3 Organization and Good Standing. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of California, is or will be duly authorized to transact business in the State of California, and has full power and authority to own, operate and lease its properties and to carry on its business as now conducted.

3.4 No Violation. Except as set forth in **Schedule 3.4**, neither the execution and delivery by Purchaser of this Agreement nor the consummation of the transactions contemplated hereby nor compliance with any of the material provisions hereof by Purchaser will: (a) violate, conflict with or result in a breach of any material provision of the Articles of Incorporation, Bylaws or other organizational documents of Purchaser or any contract, lease or other instrument by which Purchaser is bound; (b) require any approval or consent of, or filing with, any governmental agency or authority, (c) violate any law, rule, regulation, or ordinance to which Purchaser is or may be subject, (d) violate any judgment, order or decree of any court or other governmental agency or authority to which Purchaser is subject.

3.5 Brokers and Finders. Neither Purchaser nor any affiliate thereof nor any officer or director thereof has engaged any finder or broker in connection with the transactions contemplated hereunder.

3.6 Representations of Sellers. Purchaser acknowledges that it is purchasing the Assets on an "AS IS, WHERE IS" basis (as more particularly described in Section 1.12), and that

Purchaser is not relying on any representation or warranty (expressed or implied, oral or otherwise) made on behalf of any Seller other than as expressly set forth in this Agreement. Purchaser further acknowledges that no Seller is making any representations or warranties herein relating to the Assets or the operation of the Hospital on and after the Effective Time.

3.7 Legal Proceedings. Except as described on **Schedule 3.7**, there are no claims, proceedings or investigations pending or, to the best knowledge of Purchaser, threatened relating to or affecting Purchaser or any affiliate of Purchaser before any court or governmental body (whether judicial, executive or administrative) in which an adverse determination would materially adversely affect the properties, business condition (financial or otherwise) of Purchaser or any affiliate of Purchaser or which would adversely affect Purchaser's ability to consummate the transactions contemplated hereby. Neither Purchaser nor any affiliate of Purchaser is subject to any judgment, order, decree or other governmental restriction specifically (as distinct from generically) applicable to Purchaser or any affiliate of Purchaser which materially adversely affects the condition (financial or otherwise), operations or business of Purchaser or any affiliate of Purchaser or which would adversely affect Purchaser's ability to consummate the transactions contemplated hereby.

3.8 No Knowledge of a Seller's Breach. Neither Purchaser nor any of its affiliates has knowledge of any breach of any representation or warranty by any Seller or of any other condition or circumstance that would give Purchaser a right to terminate this Agreement pursuant to Section 9.1(c). If information comes to Purchaser's attention on or before the Closing Date (whether through a Seller or otherwise and whether before or after the Signing Date) which indicates that Sellers have breached any of its representations and warranties under this Agreement, then the effect shall be as if the representations and warranties had been modified in this Agreement in accordance with the actual state of facts existing prior to the Effective Time such that there will be no breach under Sellers' representations and warranties in relation to such information; *provided, however*, that Purchaser must immediately notify Sellers if any such breach comes to its attention on or before the Closing Date, and Purchaser's failure to so notify Sellers shall constitute a waiver by Purchaser of Sellers' breach, if any, of any representation or warranty. If any such information comes to Purchaser's attention on or before the Closing Date (whether through a Seller or otherwise, including through updated schedules, and whether before or after the Signing Date) that would give Purchaser a right to terminate this Agreement pursuant to Section 9.1(c), Purchaser must immediately notify Sellers if any such information comes to its attention on or before the Closing Date, and Purchaser's failure to so notify Sellers shall constitute a waiver of such right in relation to the relevant breach.

3.9 Ability to Perform. Purchaser has the ability to obtain funds in cash in amounts equal to the Purchase Price by means of credit facilities or otherwise and will at the Closing have immediately available funds in cash, which are sufficient to pay the Purchase Price and to pay any other amounts payable pursuant to this Agreement and to consummate the transactions contemplated by this Agreement.

3.10 Purchaser Knowledge. References in this Agreement to "Purchaser's knowledge" or "the knowledge of Purchaser" means the actual knowledge of the Chief Executive Officer, Chief Financial Officer or Chief Operating Officer of Purchaser, without independent research. No

constructive or imputed knowledge shall be attributed to any such individual by virtue of any position held, relationship to any other person or for any other reason.

3.11 Investigation. Purchaser has been afforded reasonable access to, and has been provided adequate time to review, the books, records, information, operations, facilities and personnel of each Seller and the Hospital for purposes of conducting a due diligence investigation of each Seller and the Hospital. Purchaser has conducted a reasonable due diligence investigation of each Seller and the Hospital and has received satisfactory answers to all inquiries it has made respecting each Seller and the Hospital and has received all information it considers necessary to make an informed business evaluation of each Seller and the Hospital. In connection with its due diligence investigation of each Seller and the Hospital, Purchaser has not relied upon any books, records, information, operations, facilities and personnel provided by any Seller, including in making its determination to enter into this Agreement and/or consummate the transactions contemplated hereby.

ARTICLE 4

COVENANTS OF SELLERS

4.1 Access and Information; Inspections.

4.1.1 From the Signing Date through the Effective Time: (a) each Seller shall afford to the officers and agents of Purchaser (which shall include accountants, attorneys, bankers and other consultants and authorized agents of Purchaser) reasonable access during normal business hours at Sellers' corporate headquarters in El Segundo, California to, and the right to inspect, the books, accounts, records and all other relevant documents and information with respect to the assets, liabilities and business of the Hospital and the plant and property of the Hospital at the Hospital, and (b) each Seller shall furnish Purchaser with such additional financial and operating data and other information in such Seller's possession as to businesses and properties of the Hospital as Purchaser or its representatives may from time to time reasonably request; *provided, however*, that Sellers are not obligated to disclose information which is proprietary to Sellers and would not be essential to the ongoing operation of the Hospital by Purchaser; *provided, further*, that all disclosures of information shall be consistent with the confidentiality agreements and any other non-disclosure agreements entered into (or to be entered into) among Purchaser, its representatives and Seller(s). Purchaser's right of access and inspection shall be exercised in such a manner as not to interfere unreasonably with the operations of any Seller or the Hospital.

4.1.2 Notwithstanding anything contained herein, no Seller shall be required to provide Purchaser or its representatives or agents access to or disclose information where such access or disclosure would violate the rights of its patients, jeopardize the attorney-client or similar privilege with respect to such information or contravene any law, judgment, fiduciary duty or contract entered into prior to or on the date of this Agreement with respect to such information.

4.2 Cooperation.

4.2.1 Each Seller shall reasonably cooperate with Purchaser and its authorized representatives and attorneys: (a) in Purchaser's efforts to obtain all consents, approvals,

authorizations, clearances and licenses required to carry out the transactions contemplated by this Agreement (including, without limitation, those of governmental and regulatory authorities) or which Purchaser reasonably deems necessary or appropriate, (b) in the preparation of any document or other material which may be required by any governmental agency as a predicate to or result of the transactions contemplated in this Agreement, and (c) in Purchaser's efforts to effectuate the assignment of Assumed Contracts to Purchaser as of the Closing Date. Except as may be otherwise requested by a Seller in order to comply with applicable law or regulatory guidance, notwithstanding anything contained herein, other than Bankruptcy Court orders and authorizations, it shall be Purchaser's sole responsibility (including payment of any fees, expenses, filings costs or other amounts) to obtain the Contract and Lease Consents, as well as all governmental consents, approvals, assignments, authorizations, clearances and licenses required to: (x) carry out the transactions contemplated by this Agreement, including but not limited to medical licenses, and/or (y) transfer any of the Assets, including any Licenses. To the extent Purchaser needs certain information and data which is in the possession of a Seller in order for Purchaser to complete Purchaser's license and permit approval applications, Purchaser shall receive, upon request, reasonable assistance from such Seller in connection with the provision of such information.

4.2.2 Notwithstanding any provision to the contrary contained in this Agreement (including Section 8.7), no Seller shall be obligated to obtain the approval or consent to the assignment, to Purchaser, of any Assumed Contracts or Assumed Leases, from any party to any of the Assumed Contracts or Assumed Leases even if any such contract or lease states that it is not assignable without such party's consent.

4.3 Other Bidders. Purchaser expressly acknowledges and agrees that each Seller has an obligation to seek out and determine the best and highest offer reasonably available for such Seller's assets in accordance with the Bankruptcy Code, and nothing herein shall amend, modify, alter, diminish or affect such obligation.

4.4 Sellers' Efforts to Close. Each Seller shall use its reasonable commercial efforts to satisfy all of the conditions precedent set forth in ARTICLE 7 and ARTICLE 8 to its or Purchaser's obligations under this Agreement to the extent that such Seller's action or inaction can control or materially influence the satisfaction of such conditions; *provided, however*, that such Seller shall not be required to pay or commit to pay any amount to (or incur any obligation in favor of) any person (other than filing or application fees).

4.5 Termination Cost Reports. Hospital Seller shall file all Medicare, Medi-Cal and any other termination cost reports required to be filed as a result of the consummation of: (a) the transfer of the Assets of Hospital Seller to Purchaser, and (b) the transactions contemplated by this Agreement with respect to Hospital Seller, provided that Purchaser shall fund reasonable costs and expenses of preparation, filing and audit of such reports. Purchaser shall permit each Seller access to all Hospital books and records to prepare such reports and shall assist such Seller in the process of preparing, filing, and reviewing the termination cost reports. All such termination cost reports shall be filed by Hospital Seller in a manner that is consistent with current laws, rules and regulations. Hospital Seller shall be responsible for filing governmental cost reports for the period of January 1, 2019 through the Closing Date. Purchaser shall be responsible for its own cost report filings relating to the Hospital beginning on the day immediately following the Effective Time.

4.6 Conduct of the Business. From the Signing Date until the Closing, or the earlier termination of this Agreement, without the prior written consent of Purchaser, Sellers shall, with respect to the ownership of the Assets and the operation of the Hospital, use commercially reasonable efforts to, in each case except as would not have a Material Adverse Effect (except as otherwise noted):

(a) without regard to Material Adverse Effect, carry on Sellers' ownership of the Assets and the operation of the Hospital consistent with past practice, but subject to the Bankruptcy Cases and Sellers' obligations and actions in connection therewith;

(b) maintain in effect the insurance and equipment replacement coverage with respect to the Assets;

(c) if and as permitted by the Bankruptcy Court, pay any bonuses payable under the Key Employee Retention Plan and Key Employee Incentive Plan of Sellers;

(d) maintain the Assets in materially the same condition as at present, ordinary wear and tear excepted;

(e) perform its obligations under all contracts with respect to the Assets in compliance with the Bankruptcy Code;

(f) following entry of the Sale Order, permit and allow reasonable access by Purchaser and its representatives (which shall include the right to send written materials, all of which shall be subject to Sellers' reasonable approval prior to delivery) to make offers of post-Closing employment to any of Sellers' personnel (including access by Purchaser and its representatives for the purpose of conducting open enrollment sessions for Purchaser's employee benefit plans and programs) and to establish relationships with physicians, medical staff and others having business relations with Sellers;

(g) with respect to material deficiencies, if any, cited by any governmental authority (other than the Attorney General of the State of California and other than with respect to seismic requirements) or accreditation body in the most recent surveys conducted by each, cure or develop and timely implement a plan of correction that is acceptable to such governmental authority or such accreditation body;

(h) timely file or cause to be filed all material reports, notices and tax returns required to be filed and pay all required taxes as they come due;

(i) without regard to Material Adverse Effect, beginning on February 21, 2019 and in accordance with the Sellers' budget under their debtor in possession financing, timely pay any fees that are or become due and payable under QAF IV and QAF V;

(j) comply in all material respects with all Legal Requirements (including Environmental Laws) applicable to the conduct and operation of the Hospital; and

(k) without regard to Material Adverse Effect, maintain all material approvals, permits and environmental permits relating to the Hospital and the Assets.

4.7 Contract With Unions. Representatives of Sellers who are parties to collective bargaining agreements and Purchaser shall meet and confer from time to time as reasonably requested by either party to discuss strategic business options and alternative approaches in negotiating each collective bargaining agreement. The applicable Sellers and Purchaser shall each participate in all union negotiations related to any specific collective bargaining agreement. Promptly following the Signing Date, applicable Sellers shall use commercially reasonable efforts to initiate discussions with Purchaser and conduct discussions to renegotiate each collective bargaining agreement currently in effect with each applicable union. The applicable Sellers will not unreasonably withhold, condition or delay approval or implementation of any successfully renegotiated collective bargaining agreement. The parties recognize that an applicable Seller's failure to secure a modification to any collective bargaining agreement, or to conclude a successor collective bargaining agreement shall not be a breach of Sellers' obligation under this Agreement, provided that if the unions refuse to negotiate, or otherwise are not timely, reasonable or realistic in renegotiating, the collective bargaining agreements during the period between the Signing Date and the Closing Date, Sellers and Purchaser will jointly consider, and negotiate mutually in good faith, alternative approaches that may be available and/or necessary to reduce Sellers' labor cost structure, including, but not limited to, seeking to reject the collective bargaining agreement(s).

ARTICLE 5

COVENANTS OF PURCHASER

5.1 Purchaser's Efforts to Close. Purchaser shall use its reasonable commercial efforts to satisfy all of the conditions precedent set forth in ARTICLE 7 and ARTICLE 8 to its or Sellers' obligations under this Agreement to the extent that Purchaser's action or inaction can control or materially influence the satisfaction of such conditions. Prior to consummation of the transactions contemplated hereby or the termination or expiration of this Agreement, Purchaser shall be permitted to communicate and meet with: (a) counter-parties to the agreements and contracts of the Hospital, including those included in Assumed Obligations, regarding the terms and conditions under which they may be assumed and assigned to Purchaser, and (b) applicable governmental and regulatory authorities regarding prospective compliance with regulatory requirements and related issues; so long as, in the case of each of (a) and (b): (i) such communications and meetings do not interfere with the operation of the Business or the conduct of the Bankruptcy Cases, and (ii) any communications or meetings with any governmental authority are approved in advance by Sellers as to timing and content (and Sellers are copied on such communications and afforded the opportunity to participate in such meetings).

5.2 Required Governmental Approvals.

(a) Purchaser, at its sole cost and expense: (a) shall use its best efforts to secure, as promptly as practicable before the Closing Date, all consents, approvals (or exemptions therefrom), authorizations, clearances and licenses required to be obtained from governmental and regulatory authorities in order to carry out the transactions contemplated by this Agreement and to cause all of its covenants and agreements to be performed, satisfied and fulfilled (and provide

Sellers copies of all materials relating to such consents, approvals, authorizations, clearances and licenses upon submission and all materials received from third parties in connection with such consents, approvals, authorizations, clearances and licenses upon receipt), and (b) will provide such other information and communications to governmental and regulatory authorities as any Seller or such authorities may reasonably request. Purchaser will provide Sellers periodic and timely updates regarding all such consents, approvals, authorizations, clearances and licenses. Purchaser is responsible for all filings with and requests to governmental authorities necessary to enable Purchaser to operate the Hospital at and after the Effective Time. Purchaser shall, promptly, but no later than thirty (30) business days after the entry of the Sale Order or sooner if required by applicable governmental or regulatory authorities, file all applications, licensing packages and other similar documents with all applicable governmental and regulatory authorities which are a prerequisite to obtaining the material licenses, permits, authorizations and provider numbers described in Section 8.1. Purchaser shall be entitled, but not obligated, to obtain the Contract and Lease Consents. Purchaser shall be entitled, but not obligated, to solicit and obtain estoppel certificates from any third party to any Leased Real Property. Purchaser's failure to obtaining any or all of the Contract and Lease Consents or estoppel certificates as of the Closing Date shall not be a condition precedent to either party's obligation to close the transactions contemplated by this Agreement.

(b) Purchaser and Sellers agree that because the change of ownership and regulatory approval process in connection with the transactions contemplated by this Agreement may take an extended period of time, Purchaser and Sellers agree to an initial closing effective upon the approval of the court and upon the approval of the transaction by the CA AG (as defined below) in accordance with Sections 7.5 and 8.6, at which time the Assets (less the portion of the Assets constituting drugs or other pharmacy assets) will be sold to Purchaser and immediately leased back to Sellers, with a concurrent management agreement entered into at that time upon terms mutually agreeable to the parties in their reasonable business judgment. The Sale Leaseback Agreement and Interim Management Agreement will terminate at the Closing when the Purchaser is issued the Licenses necessary to operate the Hospital directly (namely, the Hospital Licenses and pharmacy permits).

5.3 Certain Employee Matters.

(a) Purchaser agrees to make offers of employment, effective as of the Effective Time, to substantially all persons (whether such persons are full time employees, part-time employees, on short-term or long-term disability or on leave of absence, military leave or workers compensation leave) (the "**Hospital Employees**") who, immediately prior to the Effective Time are: (i) employees of Hospital Seller; (ii) employees of any affiliate of any Seller which employs individuals at the Hospital and are listed on **Schedule 5.3**; or (iii) employed by an affiliate of any Seller and are listed on **Schedule 5.3**. For the avoidance of doubt, the Hospital Employees shall not include any employees of Verity or any other affiliate of Seller unless such individual is listed on **Schedule 5.3**. Any of the Hospital Employees who accept an offer of employment with Purchaser as of or after the Effective Time shall be referred to in this Agreement as the "**Hired Employees**." All employees who are Hired Employees shall cease to be employees of the applicable Seller or its affiliates as of the Effective Time.

(b) Purchaser shall give all Hired Employees full credit for paid time off pay to such employees as of the Closing Date by crediting such employees the time off reflected in the employment records of the applicable Seller and/or any of its affiliates immediately prior to the Effective Time, subject to compliance with applicable law and regulation, including consent of such employees if required.

(c) After the Closing Date, Purchaser's human resources department will give reasonable assistance to Hospital Seller and its affiliates with respect to such Seller's and such Seller's affiliates' post-Closing administration of such Seller's and such Seller's affiliates' pre-Closing employee benefit plans for the Hospital Employees. Within five (5) business days after the Closing Date, Purchaser shall provide to Hospital Seller a list of all the Hospital Employees who were offered employment by Purchaser but refused such employment along with a list of all Hired Employees (which such list Purchaser shall periodically update).

(d) With respect to any collective bargaining agreements or labor contract with respect to any employees, Purchaser shall comply with the applicable laws and bankruptcy court orders relating to collective bargaining agreements or labor contracts. Nothing herein shall obligate Purchaser to accept Hospital Seller's collective bargaining agreements or labor contracts.

(e) The provisions of this Section 5.3 are solely for the benefit of the parties to this Agreement, and no employee or former employee or any other individual associated therewith or any employee benefit plan or trustee thereof shall be regarded for any purpose as a third party beneficiary of this Agreement, and nothing herein shall be construed as an amendment to any employee benefit plan for any purpose.

5.4 Excluded Assets. As soon as practicable after the Closing Date, Purchaser shall deliver to each Seller or such Seller's designee any Excluded Assets of such Seller found at the Hospital on and after the Effective Time, without imposing any charge on any Seller for Purchaser's storage or holding of same on and after the Effective Time.

5.5 Waiver of Bulk Sales Law Compliance. Purchaser hereby waives compliance by Sellers with the requirements, if any, of Article 6 of the Uniform Commercial Code as in force in any state in which the Assets are located and all other laws applicable to bulk sales and transfers.

5.6 Attorney General. Promptly after entry of the Sale Order, but in any event within ten (10) calendar days, Purchaser shall, at its sole cost and expense, make any notices or other filings with the Attorney General of the State of California (the "**CA AG**"). Each Seller shall reasonably cooperate with Purchaser in such notices or other filings.

5.7 Conduct Pending Closing. Prior to consummation of the transactions contemplated hereby or the termination or expiration of this Agreement pursuant to its terms, unless Sellers shall otherwise consent in writing, Purchaser shall not take any action or fail or omit to take any action which would cause any of Purchaser's representations and warranties set forth in ARTICLE 3 to be inaccurate or untrue as of the Closing.

5.8 Cure Costs. Purchaser, upon assumption, shall pay the Cure Costs for each Assumed Contract and Assumed Lease so that each such Assumed Contract and Assumed Lease

may be assumed by the applicable Seller and assigned to Purchaser in accordance with the provisions of section 365 of the Bankruptcy Code. For purposes of this Agreement, "**Cure Costs**", means all amounts that must be paid and all obligations that otherwise must be satisfied, including pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the assumption and/or assignment of the Assumed Contracts and Assumed Leases to Purchaser as provided herein.

5.9 Operating Covenant. Purchaser shall act in good faith and use Purchaser's commercially reasonable efforts to serve the medical needs of the Hospital's service area.

5.10 HSR Filing. Purchaser and each Seller will as promptly as practicable, and in any event no later than five (5) business days after the date of the Sale Order, file with the Federal Trade Commission and the Department of Justice the notification and report forms required for the transactions contemplated hereby and any supplemental information that may be reasonably requested in connection therewith pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "**HSR Act**"), which notification and report forms and supplemental information will comply in all material respects with the requirements of the HSR Act. Purchaser shall pay all filing fees required with respect to the notification, report and other requirements of the HSR Act. Each of Purchaser and Sellers shall furnish to the other such information and assistance as the other shall reasonably require in connection with the preparation and submission to, or agency proceedings by, any governmental authority under the HSR Act, and each of Purchaser and Sellers shall keep the other promptly apprised of any communications with, and inquires or requests for information from, such governmental authorities. Purchaser shall take such action (including divestitures or hold separate arrangements) as may be required by any governmental authority in order to resolve with the minimum practicable delay any objections such governmental authorities may have to the transactions contemplated by this Agreement under the HSR Act.

5.11 Contract with Unions. Representatives of Sellers who are parties to collective bargaining agreements and Purchaser shall meet and confer from time to time as reasonably requested by either party to discuss strategic business options and alternative approaches in negotiating each collective bargaining agreement. The applicable Sellers and Purchaser shall each participate in all union negotiations related to any specific collective bargaining agreement. Promptly following the Signing Date, applicable Sellers shall use commercially reasonable efforts to initiate discussions with Purchaser and conduct discussions to renegotiate each collective bargaining agreement currently in effect with each applicable union. The applicable Sellers will not unreasonably withhold, condition or delay approval or implementation of any successfully renegotiated collective bargaining agreement to be assumed by Purchaser. The parties recognize that an applicable Seller's failure to secure a modification to any collective bargaining agreement, or to conclude a successor collective bargaining agreement shall not be a breach of Sellers' obligation under this Agreement. In addition, Sellers may, in their discretion, seek to reject any or all of the collective bargaining agreement(s).

ARTICLE 6

SELLERS' BANKRUPTCY AND BANKRUPTCY COURT APPROVAL

6.1 Bankruptcy Court Approval.

(a) Sellers and Purchaser acknowledge that this Agreement and the sale of the Assets and the assumption and assignment of the Assumed Contracts and Assumed Leases are subject to Bankruptcy Court approval pursuant to sections 363(m), 363(f), and 365 of the Bankruptcy Code, and that this Agreement is subject to termination in its entirety in the event any Seller receives a better and higher offer for the Assets in accordance with the Bankruptcy Code and subject to the terms stated herein.

(b) [Intentionally Omitted].

(c) Each Seller shall at the Sale Hearing exercise reasonable efforts to obtain a "Sale Order" approving this Agreement, subject to its obligations in respect of any better and higher offer for such Seller's assets in accordance with the Bankruptcy Code. For purposes of this Agreement, the term "**Sale Order**" shall mean an order of the Bankruptcy Court authorizing the sale of the Assets (including the assumption and assignment of the Assumed Contracts and Assumed Leases) to Purchaser consistent with this Agreement and in a form reasonably satisfactory to Purchaser pursuant to sections 363(m), 363(f), and 365 of the Bankruptcy Code, be final, not stayed, not on appeal, and the time to appeal has passed.

(d) Each Seller must obtain Bankruptcy Court approval of the sale contemplated herein with a determination that Purchaser is a good faith purchaser pursuant to Bankruptcy Code section 363(m) and to file such declarations and other evidence as may be required to support a finding of good faith.

(e) Each Seller shall seek an order from the Bankruptcy Court retaining jurisdiction over all matters relating to claims against such Seller as debtor and the Sale Order solely in the Bankruptcy Court.

6.2 Appeal of Sale Order. In the event an appeal is taken or a stay pending appeal is requested from the Sale Order, Sellers shall immediately notify Purchaser of such appeal or stay request and shall provide to Purchaser promptly a copy of the related notice of appeal or order of stay. Sellers shall also provide Purchaser with written notice of any motion or application filed in connection with any appeal from either of such orders. In the event of an appeal of the Sale Order, Sellers shall be primarily responsible for drafting pleadings and attending hearings as necessary to defend against the appeal; provided, however, Purchaser, at its option, shall have the right to participate as a party in interest in such appeal. In the event a stay is issued by any appellate court, including the United States District Court, Bankruptcy Appellate Panel, and Circuit Court of Appeal, which prevents the sale from closing, as scheduled, Purchaser shall have the right to terminate this Agreement if such stay is not vacated on or before 45 days from the date of the stay is issued, and Purchaser shall be entitled to the prompt return of the Deposit and any interest earned thereon.

ARTICLE 7

CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS

Sellers' obligation to sell the Assets and to close the transactions as contemplated by this Agreement shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date unless specifically waived in writing by Sellers in whole or in part at or prior to the Closing:

7.1 Signing and Delivery of Instruments. Purchaser shall have executed and delivered all documents, instruments and certificates required to be executed and delivered pursuant to the provisions of this Agreement.

7.2 No Restraints. No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the transactions contemplated in this Agreement shall have been issued by any court of competent jurisdiction or any other governmental body and shall remain in effect on the Closing Date, and further, no governmental entity shall have commenced any action or suit before any court of competent jurisdiction or other governmental authority that seeks to restrain or prohibit the consummation of the transactions contemplated hereby.

7.3 Performance of Covenants. Purchaser shall have in all respects performed or complied with each and all of the obligations, covenants, agreements and conditions required to be performed or complied with by it on or prior to the Closing Date.

7.4 Governmental Authorizations. Purchaser shall have obtained all material licenses, permits and authorizations from governmental agencies or governmental bodies that are necessary or required for completion of the transactions contemplated by this Agreement, including reasonable assurances that any material licenses, permits and authorizations not actually issued as of the Closing will be issued following Closing (which may include oral assurances from appropriate governmental agencies or bodies).

7.5 Attorney General Provisions. The conditions to Purchaser's obligations to close set forth in Section 8.6 shall have been satisfied.

7.6 Bankruptcy Court Approval. The Bankruptcy Court shall have entered the Sale Order.

7.7 HSR Act. The applicable waiting period under the HSR Act shall have expired or been earlier terminated.

7.8 [Intentionally Omitted].

ARTICLE 8

CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER

Purchaser's obligation to purchase the Assets and to close the transactions contemplated by this Agreement shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date unless specifically waived in writing by Purchaser in whole or in part at or prior to the Closing.

8.1 Governmental Authorizations. Except as otherwise set forth in this Agreement, Purchaser and Sellers shall have obtained licenses, permits and authorizations from governmental agencies or governmental bodies that are required for the purchase, sale and operation of the Hospital, including without limitation approval of the CA AG (subject to Section 8.6), except in such case where failure to obtain such license, permit or authorizations from a governmental agency or governmental body does not have a Material Adverse Effect.

8.2 Bankruptcy Court Approval. The Bankruptcy Court shall have entered the Sale Order and made a finding that Purchaser is a "good faith" purchaser under section 363(m) of the Bankruptcy Code, which is final, not stayed, not on appeal, and the time to appeal has expired

8.3 Signing and Delivery of Instruments. Sellers shall have executed and delivered all documents, instruments and certificates required to be executed and delivered pursuant to all of the provisions of this Agreement.

8.4 Performance of Covenants. Sellers shall have in all material respects performed or complied with each and all of the obligations, covenants, agreements and conditions required to be performed or complied with by Sellers on or prior to the Closing Date; *provided, however*, this condition will be deemed to be satisfied unless (a) Sellers were given written notice of such failure to perform or comply and did not or could not cure such failure to perform or comply within fifteen (15) business days after receipt of such notice and (b) the respects in which such obligations, covenants, agreements and conditions have not been performed have had or would have a Material Adverse Effect.

8.5 No Restraints. No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the transactions contemplated in this Agreement shall have been issued by any court of competent jurisdiction and shall remain in effect on the Closing Date, and further, no governmental entity shall have commenced any action or suit before any court of competent jurisdiction or other governmental authority that seeks to restrain or prohibit the consummation of the transactions contemplated hereby.

8.6 Attorney General Provisions. Purchaser recognizes that the transactions contemplated by this Agreement may be subject to review and approval of the CA AG. Purchaser agrees to close the transactions contemplated by this Agreement so long as any conditions imposed by the CA AG are substantially consistent with the conditions set forth in Schedule 8.6. In the event the CA AG imposes conditions on the transactions contemplated by this Agreement which are not as set forth on Schedule 8.6 (the **"Additional Conditions"**), Sellers must file a motion with the Bankruptcy Court seeking the entry of an order finding that the Additional Conditions are

an "interest in property" for purposes of 11 U.S.C. § 363(f), and that the Assets can be sold free and clear of the Additional Conditions. If Sellers obtain such an order, from the Bankruptcy Court or another court, Purchaser shall have a period of 21 business days from the entry of such order to determine, in Purchaser's sole and absolute discretion, and in consultation with Purchaser's financing sources, whether to proceed to consummate the transactions contemplated by this Agreement. If Purchaser determines not to proceed, Purchaser shall have the right to terminate this Agreement and receive the return of its Deposit.

8.7 Medicare and Medi-Cal Provider Agreements. Hospital Seller shall transfer its Medicare provider agreements pursuant to a settlement agreement with the Centers for Medicare and Medicaid Services (**"CMS"**) and shall transfer its Medi-Cal provider agreements pursuant to a settlement agreement with the California Department of Health Care Services (**"DHCS"**), which such settlement agreements shall result in: (i) resolution of all outstanding financial defaults under Hospital Seller's Medicare and Medi-Cal provider agreements, and (ii) full satisfaction, discharge, and release of any claims under the Medicare or Medi-Cal provider agreements, whether known or unknown, that CMS or DHCS, as applicable, has against Hospital Seller or Purchaser for monetary liability arising under the Medicare or Medi-Cal provider agreements before the Effective Time; provided, however, that Purchaser acknowledges that it will succeed to the quality history associated with the relevant Medicare or Medi-Cal provider agreements assigned and shall be treated, for purposed of survey and certification issues as if it is Hospital Seller and no change of ownership occurred.

8.8 HSR Act. The applicable waiting period under the HSR Act shall have expired or been earlier terminated.

ARTICLE 9

TERMINATION

9.1 Termination. This Agreement may be terminated at any time prior to Closing:

(a) by the mutual written consent of the parties;

(b) by Sellers if a material breach of this Agreement has been committed by Purchaser and such breach has not been: (i) waived in writing by Sellers, or (ii) cured by Purchaser to the reasonable satisfaction of Sellers within fifteen (15) business days after service by Sellers upon Purchaser of a written notice which describes the nature of such breach;

(c) by Purchaser if, in its sole and absolute discretion, it is not satisfied with either (i) the results of its due diligence examination of the Hospital, or (ii) the contents of any schedule or exhibit that was not completed and attached to this Agreement, but which has been provided to Purchaser after the Signing Date, and Purchaser has notified Sellers of its election to terminate the Agreement under this Section 9.1(c) on or prior to _____, 2019, which notice may be given by facsimile or email correspondence; provided, that for the avoidance of doubt, following expiration of the Final Diligence Period, notwithstanding anything else in this Agreement, Purchaser shall not be entitled to terminate this Agreement (or not close) as a result of the breach of any representation or warranty made by Sellers (or any of them) other than the breach

of a Sale Order Date Representation, but in each case solely to the extent such breach of a Sale Order Date Representation would result in a Material Adverse Effect; provided, further, that any dispute between Purchaser and Sellers as to whether a Material Adverse Effect has occurred for any purpose under this Agreement shall be exclusively settled by a determination made by the Bankruptcy Court;

(d) by Purchaser if a material breach of this Agreement has been committed by Sellers and such breach has not been: (i) waived in writing by Purchaser, or (ii) cured by Sellers to the reasonable satisfaction of Purchaser within fifteen (15) business days after service by Purchaser upon Sellers of a written notice which describes the nature of such breach;

(e) by Purchaser if satisfaction of any of the conditions in ARTICLE 8 has not occurred by December 31, 2019 or becomes impossible, and Purchaser has not waived such condition in writing (provided that the failure to satisfy any of the applicable condition or conditions in Sections 8.1 through 8.5 inclusive has occurred by reason other than: (i) through the failure of Purchaser to comply with its obligations under this Agreement, or (ii) Sellers' failure to provide their closing deliveries on the Closing Date as a result of Purchaser not being ready, willing and able to close the transaction on the Closing Date); provided that upon the imposition of Additional Conditions by the CA AG, Section 8.6 must be satisfied or waived by Purchaser by no later than sixty (60) days thereafter.

(f) by Sellers if satisfaction of any of the conditions in ARTICLE 7 has not occurred by December 31, 2019 or becomes impossible, and Sellers have not waived such condition in writing (provided that the failure to satisfy the applicable condition or conditions has occurred by reason other than: (i) through the failure of Sellers to comply with their obligations under this Agreement, or (ii) Purchaser's failure to provide its closing deliveries on the Closing Date as a result of Sellers not being ready, willing and able to close the transaction on the Closing Date);

(g) by either Purchaser or Sellers if the Bankruptcy Court enters an order dismissing the Bankruptcy Cases or fails to issue a "Sales Order" approving this Agreement;

(h) [Intentionally Omitted];

(i) by either Purchaser or Sellers if the Closing has not occurred (other than through the failure of any party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before December 31, 2019; or

(j) by Purchaser if a force majeure event (such as acts of God, storms, floods, landslides, earthquakes, lightning, riots, fires, pandemics, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities, other national or international calamity, one or more acts of terrorism, or failure of energy sources) shall have occurred between the Signing Date and Closing Date, which event is reasonably likely to have a Material Adverse Effect.

9.2 Termination Consequences. If this Agreement is terminated pursuant to Sections 6.2 or 9.1: (a) all further obligations of the parties under this Agreement shall terminate,

provided that the provisions of ARTICLE 12, shall survive; and (b) each party shall pay only its own costs and expenses incurred by it in connection with this Agreement; provided, in the case of any termination based on Sections 9.1(b) or (d) the consequences of such termination shall be determined in accordance with ARTICLE 11 hereof. In addition, if this Agreement is terminated pursuant to Sections 6.2 or 9.1 (other than Section 9.1(b)), Seller shall immediately return the Deposit to Purchaser with all interest earned thereon. Each Pparty acknowledges that the agreements contained in this Section 9.2 are an integral part of the transactions contemplated by this Agreement, that without these agreements such party would not have entered into this Agreement.

ARTICLE 10

POST-CLOSING MATTERS

10.1 Excluded Assets.

Subject to Section 10.2 hereof, any Excluded Asset (or proceeds thereof): (a) pursuant to the terms of this Agreement, (b) as otherwise determined by the parties' mutual written agreement, or (c) absent such agreement, as determined by adjudication by the Bankruptcy Court, which comes into the possession, custody or control of Purchaser (or its respective successors-in-interest, assigns or affiliates) shall, within five (5) business days following receipt, be transferred, assigned or conveyed by Purchaser (and its respective successors-in-interest, assigns and affiliates) to the applicable Seller. Purchaser (and its respective successors-in-interest, assigns and affiliates) shall have neither the right to offset amounts payable to any Seller under this Section 10.1 against, nor the right to contest its obligation to transfer, assign and convey to any Seller because of, outstanding claims, liabilities or obligations asserted by Purchaser against any Seller. If Purchaser does not remit any monies included in the Excluded Assets (or proceeds thereof) to the applicable Seller in accordance with the first sentence of this Section 10.1, such withheld funds shall bear interest at the Prime Rate in effect on the calendar day upon which such payment was required to be made to Seller (the "**Excluded Asset Due Date**") plus five percent (5%) (or the maximum rate allowed by law, whichever is less), such interest accruing on each calendar day after the Excluded Asset Due Date until payment of the Excluded Assets and all interest thereon is made to the applicable Seller.

10.2 Preservation and Access to Records After the Closing.

(a) From the Closing Date until seven (7) years after the Closing Date or such longer period as required by law (the "**Document Retention Period**"), Purchaser shall keep and preserve all medical records (including, without limitation, electronic medical records), patient records, medical staff records and other books and records which are among the Assets as of the Effective Time, but excluding any records which are among the Excluded Assets. Purchaser will afford to the representatives of Sellers, any of their affiliates, the Official Committee of the Unsecured Creditors of the Sellers, Sellers' estate representative or any liquidating trustee of the Sellers' bankruptcy estate ("**Seller Parties**"), including their counsel and accountants, full and complete access to, and copies (including, without limitation, color laser copies) of, such records with respect to time periods prior to the Effective Time (including, without limitation, access to records of patients treated at the Hospital prior to the Effective Time) during normal business hours

after the Effective Time, to the extent reasonably needed by any Seller Party for any lawful purpose. Purchaser acknowledges that, as a result of entering into this Agreement and operating the Hospital, it will gain access to patient records and other information which are subject to rules and regulations concerning confidentiality. Purchaser shall abide by any such rules and regulations relating to the confidential information it acquires. Purchaser shall maintain the patient and medical staff records at the Hospital in accordance with applicable law and the requirements of relevant insurance carriers. After the expiration of the Document Retention Period, if Purchaser intends to destroy or otherwise dispose of any of the documents described in this Section 10.2(a), Purchaser shall provide written notice to Sellers of Purchaser's intention no later than forty-five (45) calendar days prior to the date of such intended destruction or disposal. Any of the Seller Parties shall have the right, at its sole cost, to take possession of such documents during such forty-five (45) calendar day period. If any of the Seller Parties does not take possession of such documents during such forty-five (45) calendar day period, Purchaser shall be free to destroy or otherwise dispose of such documentation upon the expiration of such forty-five (45) calendar day period.

(b) Provided that Purchaser shall not incur any out of pocket costs, Purchaser shall give full cooperation to the Seller Parties and their insurance carriers in connection with the administration of Sellers' estate, including, without limitation, in connection with all claims, actions, causes of action or audits relating to the Excluded Assets, Excluded Liabilities or pre-Closing operation of the Sellers or the Hospital that any Seller Party may elect to pursue, dispute or defend, in respect of events occurring prior to the Effective Time with respect to the operation of the Hospital. Such cooperation shall include, without limitation, making the Hired Employees available for interviews, depositions, hearings and trials and other assistance in connection with the administration of Sellers' estate and such cooperation shall also include making all of its employees available to assist in the securing and giving of evidence and in obtaining the presence and cooperation of witnesses (all of which shall be done without payment of any fees or expenses to Purchaser or to such employees); provided that Purchaser shall not be required to incur any out of pocket costs in association therewith. In addition, Sellers and their affiliates shall be entitled to remove from the Hospital originals of any such records, but only for purposes of pending litigation involving the persons to whom such records refer, as certified in writing prior to removal by counsel retained by Sellers or any of their affiliates in connection with such litigation. Any records so removed from the Hospital shall be promptly returned to Purchaser following Sellers' or their applicable affiliate's use of such records.

(c) In connection with: (i) the transition of the Hospital pursuant to the transaction contemplated by this Agreement, (ii) Sellers' rights to the Excluded Assets, (iii) any claim, audit, or proceeding, including, without limitation, any tax claim, audit, or proceeding and (iv) the Sellers' obligations under the Excluded Liabilities, Purchaser shall after the Effective Time give Sellers access during normal business hours to Purchaser's books, personnel, accounts and records and all other relevant documents and information with respect to the assets, liabilities and business of the Hospital as representatives of Sellers and their affiliates may from time to time reasonably request, all in such manner as not to unreasonably interfere with the operations of the Hospital.

(d) Purchaser and its representatives shall be given access by Sellers during normal business hours to the extent reasonably needed by Purchaser for business purposes to all

documents, records, correspondence, work papers and other documents retained by Sellers pertaining to any of the Assets prior to the Effective Time (excluding confidential employee information, privileged materials and patient records), all in such manner as to not interfere unreasonably with Sellers. Such documents and other materials shall be, at Sellers' option, either: (i) copied by Sellers for Purchaser at Purchaser's expense, or (ii) removed by Purchaser from the premises, copied by Purchaser and promptly returned to Sellers.

(e) Purchaser shall comply with, and be solely responsible for, all obligations under the Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 with respect to the operation of the Hospital on and after the Effective Time.

(f) Purchaser shall cooperate with Sellers, on a timely basis and as reasonably requested by Sellers, in connection with the provision of all data of the Hospital and other information required by Sellers for reporting to HFAP for the remainder of the quarterly period in which the Closing has occurred.

(g) To the maximum extent permitted by law, if any Person requests or demands, by subpoena or otherwise, any documents relating to the Excluded Liabilities or Excluded Assets, including without limitation, documents relating to the operations of any of the Hospital or any of the Hospital's committees prior to the Effective Time, prior to any disclosure of such documents, Purchaser shall notify Sellers and shall provide Sellers with the opportunity to object to, and otherwise coordinate with respect to, such request or demand.

(h) Provision of Benefits of Certain Contracts. Notwithstanding anything contained herein to the contrary, this Agreement shall not constitute an agreement to assign any Assumed Contract or Assumed Lease, if, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, an attempted assignment thereof, without the consent of the third party thereto, would constitute a breach thereof or in any way negatively affect the rights of Sellers or Purchaser, as the assignee of such Assumed Contract or Assumed Lease, as the case may be, thereunder. If, notwithstanding the provisions of sections 363 and 365 of the Bankruptcy Code, such consent or approval is required but not obtained, Sellers will cooperate with Purchaser in any reasonable arrangement designed to both: (a) provide Purchaser with the benefits of or under any such Assumed Contract or Assumed Lease, and (b) cause Purchaser to bear all costs and obligations of or under any such Assumed Contract or Assumed Lease. Further, notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Account Receivable the assignment of which is either prohibited by law or by the terms of any contract with a payor without the consent of such payor. Any payments received by Sellers after the Closing Date from patients, payors, clients, customers, or others who are the obligors on Accounts Receivables transferred to Purchaser as a part of the Assets on the Closing Date shall be paid over to Purchaser within ten (10) business days after receipt by Seller.

10.3 Closing of Financials. Provided that Purchaser shall not incur any out of pocket costs, Purchaser shall cause the individual acting as the chief financial officer of the Hospital after the Effective Time (the "**Post-Effective Time CFO**") to cooperate with Sellers' representatives in order to complete the standardized closing of Sellers' financial records through the Closing Date including, without limitation, the closing of general ledger account reconciliations (collectively,

the "**Closing of Financials**"). Purchaser shall cause the Post-Effective Time CFO to use his or her good faith efforts to cooperate with Sellers' representatives in order to complete the Closing of Financials by no later than the date which is thirty (30) calendar days after the Closing Date. The Post-Effective Time CFO and other appropriate personnel shall be reasonably available to Sellers for a period of no less than one hundred eighty (180) calendar days after the Closing Date to assist Sellers in the completion of Sellers' post-Closing audit, such assistance not to interfere unreasonably with such Post-Effective Time CFO's other duties.

10.4 Medical Staff. To ensure continuity of care in the community, Purchaser agrees that the Hospital's medical staff members in good standing as of the Effective Time shall maintain medical staff privileges at the Hospital as of the Effective Time. On and after the Effective Time, the medical staff will be subject to the Hospital's Medical Staff Bylaws then currently in effect, provided that such Bylaws are in compliance with all applicable laws and regulations and contain customary obligations.

10.5 Shared Intangible Assets. In the event and to the extent that certain intangible Assets transferred by Sellers have been used to operate businesses of Verity or Verity Holdings or their affiliates which are not being sold to Purchaser ("**Shared Intangible Assets**") and such Shared Intangible Assets continue to be used by Verity or Verity Holdings or their affiliates to operate such businesses after Closing, Verity and Verity Holdings retain the rights to continue to use such Assets notwithstanding their sale to Purchaser. Purchaser shall reasonably cooperate with Verity and Verity Holdings and their affiliates to give effect to such rights and shall provide Verity and Verity Holdings and their affiliates such documentation, records and information and reasonable access to such systems as necessary for Verity and Verity Holdings and their affiliates to continue to operate such businesses; all in such manner as not to reasonably interfere with the operations of the Hospital; provided, however, Purchaser shall not be required to incur any out-of-pocket costs in association therewith unless reimbursed by Verity and Verity Holdings and their affiliates.

ARTICLE 11

DEFAULT, TAXES AND COST REPORTS

11.1 Purchaser Default. If Purchaser commits any material default under this Agreement, Sellers shall have the right to sue for damages; provided, however that the amount of such damages shall never exceed $_____. For the avoidance of doubt, Sellers shall have no right to sue for specific performance under this Agreement.

11.2 Seller Default. If Sellers commit any material default under this Agreement, Purchaser shall have the right to demand and receive a refund of the Deposit, and Purchaser may, in addition thereto, pursue any rights or remedies that Purchaser may have under applicable law, including the right to sue for damages or specific performance.

11.3 Tax Matters; Allocation of Purchase Price.

(a) After the Closing Date, the parties shall cooperate fully with each other and shall make available to each other, as reasonably requested, all information, records or documents

relating to tax liabilities or potential tax liabilities attributable to Sellers with respect to the operation of the Hospital for all periods prior to the Effective Time and shall preserve all such information, records and documents at least until the expiration of any applicable statute of limitations or extensions thereof. The parties shall also make available to each other to the extent reasonably required, and at the reasonable cost of the requesting party (for out-of-pocket costs and expenses only), personnel responsible for preparing or maintaining information, records and documents in connection with tax matters and as Sellers reasonably may request in connection with the completion of any post-Closing audits of the Hospital.

(b) The Purchase Price (including any liabilities that are considered to be an increase to the Purchase Price for United States federal income Tax purposes) shall be allocated among the Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder as set forth in **Schedule 11.3(b)** (such schedule the "**Allocation Schedule**"). The Allocation Schedule shall be for Sellers' and Purchaser's tax purposes only, and shall not limit the Sellers' creditors in any way.

11.4 Cost Report Matters.

(a) Consistent with Section 4.5, Sellers shall, at Purchaser's expense, prepare and timely file all cost reports relating to the periods ending prior to the Effective Time or required as a result of the consummation of the transactions described in this Agreement, including, without limitation, those relating to Medicare, Medicaid, and other third party payors which settle on a cost report basis (the "**Seller Cost Reports**").

(b) Upon reasonable notice and during normal business office hours, Purchaser will cooperate reasonably with Sellers in regard to Sellers' preparation and filing of the Seller Cost Reports. Such cooperation shall include, at no cost to Sellers, obtaining access to files at the Hospital and Purchaser's provision to Sellers of data and statistics, and the coordination with Sellers pursuant to reasonable notice of Medicare and Medicaid exit conferences or meetings. Sellers shall have no obligations after the Effective Time with respect to Seller Cost Reports except for preparation and filing thereof.

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.1 Further Assurances and Cooperation. Sellers shall execute, acknowledge and deliver to Purchaser any and all other assignments, consents, approvals, conveyances, assurances, documents and instruments reasonably requested by Purchaser at any time and shall take any and all other actions reasonably requested by Purchaser at any time for the purpose of more effectively assigning, transferring, granting, conveying and confirming to Purchaser, the Assets. After consummation of the transaction contemplated in this Agreement, the parties agree to cooperate with each other and take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement, the documents referred to in this Agreement and the transactions contemplated hereby.

12.2 Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto; *provided, however,* that no party hereto may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other parties which consent shall not be unreasonably withheld or delayed, except that Purchaser may, without the prior written consent of Sellers, assign all or any portion of its rights under this Agreement to one or more of its affiliates prior to the Closing Date.

12.3 Governing Law; Venue. This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of California (without giving effect to the principles of conflicts of laws thereof), except to the extent that the laws of such State are superseded by the Bankruptcy Code or other applicable federal law. For so long as Sellers are subject to the jurisdiction of the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. The parties hereby consent to the jurisdiction of such court and waive their right to challenge any proceeding involving or relating to this Agreement on the basis of lack of jurisdiction over the Person or forum non conveniens.

12.4 Amendments. This Agreement may not be amended other than by written instrument signed by the parties hereto.

12.5 Exhibits, Schedules and Disclosure Schedule. The Disclosure Schedule and all exhibits and schedules referred to in this Agreement shall be attached hereto and are incorporated by reference herein. From the Signing Date until the Closing, the parties agree that Sellers may update the Disclosure Schedule as necessary upon written notice to Purchaser, and the applicable representation and warranty shall thereafter be deemed amended for all purposes by such updated Disclosure Schedule. Notwithstanding the foregoing, but subject to Section 9.1(c), should any exhibit or schedule not be completed and attached hereto as of the Signing Date, Sellers and Purchaser shall promptly negotiate in good faith any such exhibit or schedule, which exhibit or schedule must be acceptable to each of Sellers and Purchaser in their reasonable discretion prior to being attached hereto. Any matter disclosed in this Agreement or in the Disclosure Schedule with reference to any Section of this Agreement shall be deemed a disclosure in respect of all sections to which such disclosure may apply. The headings, if any, of the individual sections of the Disclosure Schedule are provided for convenience only and are not intended to affect the construction or interpretation of this Agreement. The Disclosure Schedule is arranged in sections and paragraphs corresponding to the numbered and lettered sections and paragraphs of Article III merely for convenience, and the disclosure of an item in one section of the Disclosure Schedule as an exception to a particular representation or warranty shall be deemed adequately disclosed as an exception with respect to all other representations or warranties to the extent that the relevance of such item to such representations or warranties is reasonably apparent on the face of such disclosure, notwithstanding the presence or absence of an appropriate section of the Disclosure Schedule with respect to such other representations or warranties or an appropriate cross reference thereto.

12.6 Notices. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by telegraphic or other electronic means (including facsimile) or overnight courier, or five (5)

calendar days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

If to Sellers:	Verity Health System of California, Inc. 2040 East Mariposa St. El Segundo, CA 90245 Attention: Rich Adcock, CEO Telephone: 424-367-0630
With copies to: (which copies shall not constitute notice)	Dentons US LLP 601 South Figueroa St., Suite 2500 Los Angeles, CA 90017-5704 Attention: Samuel R. Maizel, Esq. Telephone: 213-892-2910 Facsimile: 213-623-9924
If to Purchaser:	AHMC Healthcare Inc. 55 S. Raymond Ave., Suite 105 Alhambra, CA 91801 Attention: Jonathan Wu Facsimile: 626-289-8952
With copies to: (which copies shall not constitute notice)	AHMC Healthcare Inc., Legal Department 500 E. Main St., 5th Floor Alhambra, CA 91801 Attention: Maan-Huei Hung, Esq. Facsimile: 626-248-3303

or at such other address as one party may designate by notice hereunder to the other parties.

12.7 Headings. The section and other headings contained in this Agreement and in the Disclosure Schedule, exhibits and schedules to this Agreement are included for the purpose of convenient reference only and shall not restrict, amplify, modify or otherwise affect in any way the meaning or interpretation of this Agreement or the Disclosure Schedule, exhibits and schedules hereto.

12.8 Publicity. Prior to the Closing Date, Sellers and Purchaser shall consult with each other as to the form and substance of any press release or other public disclosure materially related to this Agreement or any other transaction contemplated hereby and each shall have the right to review and comment on the other's press releases prior to issuance; *provided, however*, that nothing in this Section 12.8 shall be deemed to prohibit either Sellers or Purchaser from making any disclosure that its counsel deems necessary or advisable in order to satisfy either party's disclosure obligations imposed by law subject to reasonable prior notice to the other party thereof.

12.9 Fair Meaning. This Agreement shall be construed according to its fair meaning and as if prepared by all parties hereto.

12.10 Gender and Number; Construction; Affiliates. All references to the neuter gender shall include the feminine or masculine gender and vice versa, where applicable, and all references to the singular shall include the plural and vice versa, where applicable. Unless otherwise expressly provided, the word "including" followed by a listing does not limit the preceding words or terms and shall mean "including, without limitation." Any reference in this Agreement to an "affiliate" shall mean any Person directly or indirectly controlling, controlled by or under common control with a second Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. A "Person" shall mean any natural person, partnership, corporation, limited liability company, association, trust or other legal entity.

12.11 Third Party Beneficiary. None of the provisions contained in this Agreement are intended by the parties, nor shall they be deemed, to confer any benefit on any person not a party to this Agreement, except for the parties' successors and permitted assigns, and except for any liquidating trustee or plan administrator for Sellers' estate.

12.12 Expenses and Attorneys' Fees. Except as otherwise provided in this Agreement, each party shall bear and pay its own costs and expenses relating to the preparation of this Agreement and to the transactions contemplated by, or the performance of or compliance with any condition or covenant set forth in, this Agreement, including without limitation, the disbursements and fees of their respective attorneys, accountants, advisors, agents and other representatives, incidental to the preparation and carrying out of this Agreement, whether or not the transactions contemplated hereby are consummated. The parties expressly agree that all sales, transfer, documentary transfer and similar taxes, fees, surcharges and the like in connection with the sale of the Assets shall be borne by Purchaser. If any action is brought by any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its court costs and reasonable attorneys' fees.

12.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on all of the parties hereto. The parties agree that facsimile copies of signatures shall be deemed originals for all purposes hereof and that a party may produce such copies, without the need to produce original signatures, to prove the existence of this Agreement in any proceeding brought hereunder.

12.14 Entire Agreement. This Agreement, the Disclosure Schedule, the exhibits and schedules, and the documents referred to in this Agreement contain the entire understanding between the parties with respect to the transactions contemplated hereby and supersede all prior or contemporaneous agreements, understandings, representations and statements, oral or written, between the parties on the subject matter hereof (the "**Superseded Agreements**"), which Superseded Agreements shall be of no further force or effect; provided, that notwithstanding the foregoing, the letter Confidentiality Agreement dated _____, 201_ between Purchaser and Cain Brothers, a division of KeyBanc Capital Markets Inc., on behalf of Sellers and their related

entities shall not be a Superseded Agreement and shall continue in full force in effect in accordance with its terms.

12.15 No Waiver. Any term, covenant or condition of this Agreement may be waived at any time by the party which is entitled to the benefit thereof but only by a written notice signed by the party expressly waiving such term or condition. The subsequent acceptance of performance hereunder by a party shall not be deemed to be a waiver of any preceding breach by any other party of any term, covenant or condition of this Agreement, other than the failure of such other party to perform the particular duties so accepted, regardless of the accepting party's knowledge of such preceding breach at the time of acceptance of such performance. The waiver of any term, covenant or condition shall not be construed as a waiver of any other term, covenant or condition of this Agreement.

12.16 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstance shall be held to be invalid or unenforceable to any extent in any jurisdiction, then the remainder of this Agreement and the application of such term, provision, condition or covenant in any other jurisdiction or to persons or circumstances other than those as to whom or which it is held to be invalid or unenforceable, shall not be affected thereby, and each term, provision, condition and covenant of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.17 Time is of the Essence. Time is of the essence for all dates and time periods set forth in this Agreement and each performance called for in this Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, this Agreement has been entered into as of the day and year first above written.

PURCHASER:

AHMC HEALTHCARE INC.,
a California corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

SELLERS:

ST. FRANCIS MEDICAL CENTER,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

VERITY HOLDINGS, LLC,
a California limited liability company

Signature By:_____
Print Name:_____
Title:_____
Date:_____

VERITY HEALTH SYSTEM OF CALIFORNIA, INC.,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

Schedule 8.6.A –AG Conditions

St. Francis Medical Center

St. Francis Medical Center	AG Conditions[1]	Purchaser Approved Conditions[2]	AHMC Approved Conditions
Binding Power	• Conditions shall be binding on entities enumerated in AG Conditions.	Purchaser accepts this condition with the following changes: • Conform to the transaction described in the Asset Purchase Agreement between SGM and Seller to which this Schedule 8.6 is related ("**Agreement**"). • SGM entities who are involved in the purchase of assets pursuant to the Agreement would agree to be bound by the prospective AG conditions substantively conforming to all the provisions herein.	Purchaser accepts this condition with the following changes: • Conform to the transaction described in the Asset Purchase Agreement between SGM and Seller to which this Schedule 8.6 is related ("**Agreement**"). • AHMC's scope of related entities who in previously AHMC transactions approved by the AG have been obligated would be similarly obligated in this transaction.
Applicable Agreements	• Transaction consists of the following: - Transitional Consulting Services Agreement dated July 17, 2015;	Purchaser accepts this condition with the following changes: • Transaction consists of the Agreement and any and all other agreements	Purchaser accepts this condition with the following changes: • Transaction consists of the Agreement and any

[1] The referenced conditions are, as a point of reference, reflective of the conditions contained in the Attorney General's Decision dated December 3, 2015, conditionally consenting to the proposed change in governance and control of Daughters of Charity Ministry Services Corporation and Daughters of Charity Health System (the "**Prior Conditions**").

[2] When reference is made for the proposed new AG conditions to conform to the transaction described in the Agreement, it means that, subject to any other applicable express qualifications, the condition is acceptable provided that the prospective AG conditions would address, and be consistent with, the proposed transaction pursuant to the proposed Agreement between SGM and Verity entities, and would eliminate references to the Blue Mountain entities and affiliate and the contractual arrangements between Verity entities and the Blue Mountain entities and affiliates (upon which the prior conditions were predicated), including without limitation, the System Restructuring and Support Agreement and documents delivered in connection therewith.

	- Health System Management Agreement with Integrity Healthcare, LLC; - Debt Facility Commitment Letter dated July 17, 2015, signed by all the funds listed in footnote 2 and BlueMeridian Capital, LLC; - Operating Asset Purchase Option Agreement; - Operating Asset Purchase Agreement; - Real Estate Purchase Option Agreement; - Real Estate Purchase Agreement; - Information Technology Lease Agreement; and - Deposit Escrow Agreement dated July 17, 2015.	contemplated and delivered pursuant to the Agreement including as may be applicable, financing, management services and similar agreements.	and all other agreements contemplated and delivered pursuant to the Agreement including as may be applicable.
Notice of Sale or Transfer	*For fifteen (15) years:* ●Provide written notice to AG sixty (60) days prior to entering into any sale or transfer agreement.	Purchaser accepts this condition if updated to reflect current transaction and parties.	Purchaser accepts this condition if updated to reflect current transaction and parties.
Medical; Trauma Services	*For ten (10) years:* ● Remain licensed general acute care hospital. ● 24-hour emergency and trauma medical	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term	Purchaser accepts this condition with the following changes: For a term which coincides with the

	services at no less than current licensure and designation with same types and/or levels of service, including: - 46 emergency stations (minimum) - Level II Trauma - 5150 receiving facility - Psychiatric evaluation team - ED Approved for Pediatrics; and - Designation as a Paramedic Base Station (with same number of assigned paramedic units) • Annual maximum number of hours on diversion is 200. • Must give one-year advance written notice to LA-EMSA and CDPH if it seeks to reduce trauma or trauma-related care services or stop operating the Level II Trauma Center after the ten (10) years	applicable to this condition, for this facility, in the Prior Conditions. • Purchaser will not agree to an annual maximum number of hours on diversion.	remaining term applicable to this condition, for this facility, in the Prior Conditions.
On-Call Coverage Contracts	*For at least ten (10) years:* • Maintain on-call coverage (or comparable) contracts with physicians at FMV necessary to ensure trauma coverage, including: - General surgery; - Trauma surgery; - Neuro-trauma surgery; - Obstetrical/gynecological surgery; - Orthopedic surgery;	Purchaser accepts this condition with the following changes: • •For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. • Purchaser will not agree to maintain on-call coverage (or comparable) contracts with physicians	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.

	- Trauma orthopedic surgery; - Vascular surgery; -Cardiothoracic surgery; - Plastic surgery; - Ophthalmology; - Otolaryngology; - Anesthesia; and -Urology.	necessary to ensure trauma coverage for the following: obstetrical/gynecological surgery, cardiothoracic surgery, and urology. • These qualifications are not intended to modify the following condition on Essential Medical Services.	
Essential Medical Services	*For at least ten (10) years:* • Maintain, provide and expand the following services at current levels: - Cardiac services, including at a minimum, three cardiac catheterization labs and the designation as a STEMI Receiving Center; - Critical care services, including a minimum of 36 intensive care unit beds or 24 intensive care unit beds and 12 System Restructuring and Support observation beds; - Advanced certification as a Primary Stroke Center; - Neonatal intensive care services, including a minimum of 29 neonatal intensive care beds, and at minimum, maintaining a Level II Neonatal Intensive Care Unit;	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. • Purchaser will not agree to maintain, provide and expand cancer care or to not suspend or surrender beds directly supporting such services.	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.

	- Women's health services, including women's imaging services; - Cancer services, including radiation oncology; - Pediatric services, including a minimum of 14 pediatric beds; - Orthopedic and rehabilitation services; - Wound care and hyperbaric medicine services; - Reproductive health services and expand such services to include those prohibited by the "Ethical and Religious Directives for Catholic Health Care Services" as determined by the United States Conference of Catholic Bishops; - Inpatient psychiatric services, including a minimum of 40 inpatient acute psychiatric beds; and - Obstetric services, including a minimum of 50 obstetrics beds. • SFMC shall not place all or any portion of the above in voluntary suspension or surrender its license for any of these beds or services.		
1206(d) clinics	*For five (5) years:*	Purchaser accepts this condition for a term	Purchaser accepts this condition for a

	• (1) Operate the 1206(d) clinics (listed below) with the same number of physician and mid-level provider FTEs; or (2) sell the 1206(d) clinics (listed below) with the same number of physician and mid-level provider FTEs and require purchaser to maintain such services for five (5) years from the Closing; or (3) ensure that a third party is operating the 1206(d) clinics (listed below) with the same number of physician and mid-level provider FTEs for five (5) years and to participate in Medi-Cal and Medicare. • For any of these options, each clinic can be moved to a different location within a three-mile radius of each clinic's current location, and St. Francis Medical Center can utilize an alternative structure (e.g., Federally Qualified Health Center, physician office practice) in providing such services. • **1206(d) clinics** - Lynwood Clinic — Family Practice and Pediatrics, located at 3628 E. Imperial Highway, #303 in Lynwood; - Downey Clinic — Family Practice and	which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.	term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.

	Pediatrics, located at 7840 Imperial Highway, Unit B, in Downey; and - Orthopedics Clinic, located at 3628 E. Imperial Highway, #300, in Lynwood.		
Charity Care	*For eleven (11) fiscal years:* • Provide an annual amount of Charity Care equal to or greater than $16,646,323. • For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not, decreased) by an amount equal to the Annual Percent increase. • Deficiency payments if Minimum Charity Care Amount not met.	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. • Provide an annual amount of Charity Care equal to or greater than Eight Million Dollars ($8,000,000). • Purchaser will not make any deficiency payments related to Charity Care spending into pensions.	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. • Provide an annual amount of Charity Care equal to or greater than 10 Million Dollars ($10,000,000). • Purchaser will make any deficiency payments related to Charity Care to community non-profit organizations consist with standard provisions contained in other AG approvals
Community Benefit Services	*For eleven (11) fiscal years:* • Provide an annual amount of Community Benefit Services equal to or greater than $1,362,680 and continue to offer the following services:	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.

	- Health Benefits Resource Center; - Welcome Baby Program; - Healthy Community Initiatives; - St. Francis Career College's access for onsite training; - Paramedic Training and Education; and - Patient Transportation support. • For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change. • Deficiency payments if Minimum Community Benefit Services Amount not met.	• Provide an annual amount of Community Benefit Services equal to or greater than One Million, Four Hundred Thirty-Nine Thousand, Eight Hundred Fifty-Four Dollars ($1,439,854).	• Provide an annual amount of Community Benefit Services equal to or greater than One Million, Four Hundred Thirty-Nine Thousand, Eight Hundred Fifty-Four Dollars ($1,439,854
Medicare and Medi-Cal and Managed Care	*For ten (10) years:* • Be certified to participate in the Medi-Cal program; • Maintain and have Medi-Cal Managed Care contracts with the below listed Medi-Cal Managed Care Plans to provide the same types and levels of emergency and non-emergency services at St. Francis Medical Center to Medi-Cal beneficiaries	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions

	(both Traditional Medi-Cal and Medi-Cal Managed Care), on the same terms and conditions as other similarly situated hospitals offering substantially the same services, without any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage, unless the contract is terminated for cause: - Local Initiative: LA Care Health Plan or its successor; and - Commercial Plan: Health Net Community Solutions, Inc. or its successor. • If St. Francis Medical Center questions whether it is being reimbursed on the same terms and conditions as other similarly situated hospitals offering substantially the same services, it shall notify the AG's Office with at least 120 days' notice prior to taking any action that would effectuate any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage or prior to giving any required notice of taking such action.		

	• Be certified to participate in the Medicare program by maintaining a Medicare Provider Number to provide the same types and levels of emergency and non-emergency services at St. Francis Medical Center to Medicare beneficiaries (both Traditional Medicare and Medicare Managed Care).		
County Contracts	*For at least ten (10) years:* • Maintain LA County contracts, including: - Radiation Therapy Services Agreement; - Impacted Hospital Program Agreement until terminated by Los Angeles County in June 2016; - Department of Mental Health Legal Entity Agreement; - Mental Health Services Agreement Contract Allowable Rate-Fee for Service Medi-Cal Acute Psychiatric Inpatient Services; - EDAP Confirmation Agreement; - Designation Agreement (72-Hours Evaluation and Intensive Treatment Facility); - Paramedic Base Hospital Services Agreement;	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. • Conform to current transaction	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. • Conform to current transaction

	- Trauma Center Services Agreement; - Trauma Center Services Augmentation Agreement until terminated by Los Angeles County in December 2015; - Nursing Affiliation Agreement; and - Hospital Preparedness Program Agreement. • Provide to LA County information and documents related to staffing assessments, clinical guidelines, services provided, and technology needs for St. Francis Medical Center. The goal is to ensure that St. Francis Medical Center's decisions or changes in these areas will not be motivated by a desire to move away from serving the Medi-Cal population. Such information and documents will also be provided to the Local Governing Board.		
Local Governing Board of Directors	*For ten (10) years:* •Have a Local Governing Board of Directors and consult with Board prior to changes.	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.
Capital Commitment	• Reserve or expend the $180 million capital commitment.	Purchaser accepts this condition with the following changes:	Purchaser accepts this condition with

		• Capital commitment will be adjusted as follows: -Prorated to adjust commitment to reflect percentage of assets St. Francis Medical Center represents against the total value of all assets in the Verity Health System; - The capital commitment will be reduced by the amount Seller has already expended for capital from the Closing of the Blue Mountain transaction through Closing under the Agreement. - All to be paid or reserved over a five (5) year period after Closing of the Agreement. - The total capital requirements for St. Francis Medical Center, Seton Medical Center / Coastside, and St. Vincent Medical Center will not exceed Seventy-Five Million Dollars ($75,000,000).	the following changes: • Capital commitment will be adjusted as follows: -Prorated to adjust commitment to reflect percentage of assets St. Francis Medical Center represents against the total value of all assets in the Verity Health System; - The capital commitment will be reduced by the amount Seller has already expended for capital at SFMC from the Closing of the Blue Mountain transaction through Closing under the Agreement. - All to be paid or reserved over a five (5) year period after Closing of the Agreement. - The total capital requirements for St. Francis Medical Center, will not exceed 50 Million Dollars ($50,000,000) and shall include working capital and investments made to expand programs and services
Pension Obligations	• Comply with existing pension obligations.	Purchaser does not accept this condition.	Purchaser does not accept this condition

Staff Privileges	• Maintain privileges for current medical staff in good standing at Closing. • Maintain medical staff officers, committee chairs, and independence of medical staff, and such persons shall remain in good standing for the remainder of their tenure.	• Purchaser accepts this condition consistent with the Agreement. • Agreed to the extent reasonably within SGM's control.	Purchaser accepts this condition consistent with the Agreement.
Seismic Compliance	• Commit necessary investments to maintain OSHPD seismic compliance requirements of hospital through 2030.	Purchaser accepts this condition.	Purchaser accepts this condition.
Update Bylaws and Conflict of Interest Policy	•Within sixty (60) days, update Bylaws as specified and adopt same Conflict of Interest Policy as DCHS. •Within ninety (90) days of closing, provide copies of amended and restated governing documents.	Purchaser does not accept this condition because it is not applicable to a for-profit health system or consistent with this transaction.	Purchaser does not accept this condition because it is not applicable to a for-profit health system or consistent with this transaction.
Reproductive Health Services and LGBT Discrimination	• There shall be no restriction or limitation on providing or making reproductive health services and no discrimination against LGBT individuals. Both of these must be set forth in written policies.	Purchaser accepts this condition.	Purchaser accepts this condition
Accounting of Charitable Assets	• At least thirty (30) days prior to Closing, provide to the Attorney General's Office an accounting of all charitable assets.	Purchaser does not accept this condition because it is not acquiring the Foundations.	Seller is obligated under this condition and Purchaser will cooperate with Seller to provide a full accounting.

Compliance Reports and Provision of Information	• Provide reports/information as required by AG for eleven years.	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.
Consent to Conditions	• Implicit/explicit consent to conditions and waiver of any right to seek judicial relief.	Purchaser accepts this condition with the following changes: • Implicit/explicit consent to conditions and waiver of any right to seek judicial relief as long as consistent with the Agreement.	Purchaser accepts this condition with the following changes: • Implicit/explicit consent to conditions and waiver of any right to seek judicial relief as long as consistent with the Agreement.

Strategic Global Management, Inc. Asset Purchase Agreement
Exhibit C - Executory Contracts and Unexpired Leases Subject to Assumption (St. Francis Medical Center) (F)

Strikethrough indicates that the referenced contract will not be assumed. All other contracts not stricken will be assumed.

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	Cure Amount (C)(D)(E)
1	St. Francis Medical Center	3M (FKA SOFTMED SYSTEMS, INC.)	SERVICES-SOFTWARE MAINTENANCE AND SUPPORT	6/23/2019	$0.00
2	St. Francis Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	STERILIZATION ASSURANCE	9/30/2019	
3	St. Francis Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	HOUSEKEEPING PRODUCTS	1/31/2021	
4	St. Francis Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	CATHETER TUBE SECUREMENT	8/31/2020	
5	St. Francis Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	DISINFECTION CAPS	8/31/2019	$0.00
6	St. Francis Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	PATIENT PREP CLIPPERS BLADES	1/31/2019	
7	St. Francis Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	SURGICAL PATIENT PREP PRODUCTS	3/31/2019	
8	St. Francis Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	INCISE DRAPES	9/30/2019	
9	St. Francis Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	SURGICAL HAND PREPS	4/30/2021	
~~10~~	~~St. Francis Medical Center~~	~~AAF INTERNATIONAL~~	~~AIR FILTRATION PRODUCTS~~	~~8/31/2021~~	~~$21,434.23~~
~~11~~	~~St. Francis Medical Center~~	~~ABBOTT LABORATORIES DIAGNOSTIC DIVISION~~	~~HEMATOLOGY ANALYZERS REAGENTS~~	~~7/31/2019~~	~~$43,447.75~~
~~12~~	~~St. Francis Medical Center~~	~~ABBOTT LABORATORIES DIAGNOSTIC DIVISION~~	~~LAB ANALYZER PURCHASE/REAGENTS~~	~~6/12/2019~~	
13	St. Francis Medical Center	ABBOTT LABORATORIES DIAGNOSTIC DIVISION (ABBOTT POINT OF CARE INC)	SUPPLIES-LABORATORY	6/12/2019	$0.00
~~14~~	~~St. Francis Medical Center~~	~~ABBOTT NUTRITION-ROSS DIVISION~~	~~MEDICAL NUTRITION PRODUCTS 10+CS BRACKET~~	~~7/31/2020~~	~~$1,523.51~~
~~15~~	~~St. Francis Medical Center~~	~~ABBOTT NUTRITION-ROSS DIVISION~~	~~INFANT FORMULA - BABY FRIENDLY~~	~~2/28/2021~~	
~~16~~	~~St. Francis Medical Center~~	~~ABBOTT VASCULAR~~	~~DIC PRODUCTS~~	~~5/31/2020~~	
~~17~~	~~St. Francis Medical Center~~	~~ABBOTT VASCULAR~~	~~DIC PRODUCTS SMC AND SVMC LOCAL~~	~~5/27/2019~~	
~~18~~	~~St. Francis Medical Center~~	~~ABBOTT VASCULAR~~	~~PERIPHERAL AND BILIARY STENTS~~	~~5/31/2019~~	~~$40,189.11~~
~~19~~	~~St. Francis Medical Center~~	~~ABBOTT VASCULAR~~	~~DIC PRODUCTS~~	~~5/31/2020~~	
~~20~~	~~St. Francis Medical Center~~	~~ABBOTT VASCULAR~~	~~CORONARY STENTS NON-DRUG~~	~~5/31/2020~~	
~~21~~	~~St. Francis Medical Center~~	~~ACELL INC~~	~~REGENERATIVE SKIN GRAFTING~~	~~12/31/2020~~	~~$52,537.55~~
~~22~~	~~St. Francis Medical Center~~	~~ACELL INC~~	~~BIOLOGIC MESH PRODUCTS~~	~~9/30/2019~~	
23	St. Francis Medical Center	ACUTE CARE PHARMACEUTICALS	USP 797 AND 800 CLEANING SU	4/30/2019	$0.00
~~24~~	~~St. Francis Medical Center~~	~~ADVANCE MEDICAL DESIGN INC~~	~~OR EQUIPMENT DRAPES~~	~~3/31/2019~~	~~$1,332.42~~
25	St. Francis Medical Center	ADVANCED PRACTICE STRATEGIES, INC.	AGREEMENT FOR SERVICES	7/31/2019	$114,000.00
26	St. Francis Medical Center	ADVANCED VASCULAR DYNAMICS	HEMOSTASIS AND COMPRESSION	6/30/2021	$0.00
27	St. Francis Medical Center	AEROBIOTIX, INC.	ROOM ENVIRONMENT INFECTION	1/31/2021	$0.00
~~28~~	~~St. Francis Medical Center~~	~~AESCULAP INC~~	~~LAPAROSCOPIC SURGICAL INSTRUM~~	~~1/31/2019~~	
~~29~~	~~St. Francis Medical Center~~	~~AESCULAP INC~~	~~INSTRUMENT CONTAINERS~~	~~1/31/2022~~	~~$1,669.26~~
~~30~~	~~St. Francis Medical Center~~	~~AESCULAP INC~~	~~SURGICAL INSTRUMENTS~~	~~1/31/2022~~	
31	St. Francis Medical Center	AETNA	HOSPITAL SERVICES AGREEMENT	Evergreen	$1,892.00
32	St. Francis Medical Center	AETNA	HOSPITAL SERVICES AGREEMENT	Evergreen	
33	St. Francis Medical Center	AETNA U.S. HEALTHCARE	PAYOR AGREEMENT	5/31/2020	$0.00
34	St. Francis Medical Center	AGILYSYS NV, LLC	UNIVERSAL AGREEMENT	Evergreen	$0.00
35	St. Francis Medical Center	AHMC	HOSPITAL SERVICES AGREEMENT	Evergreen	$0.00
36	St. Francis Medical Center	AHMC	PAYOR AGREEMENT	7/13/2019	
37	St. Francis Medical Center	AKSHAY MEHTA, M.D., INC.	PHYSICIANS-PHYSICIAN STAFFING AGREEMENT	2/13/2019	
38	St. Francis Medical Center	AKSHAY MEHTA, M.D., INC.	PHYSICIANS-ON CALL	2/13/2019	$0.00
39	St. Francis Medical Center	AKSHAY MEHTA, M.D., INC.	CALL COVERAGE AGREEMENT FOR ORTHOPEDIC TRAUMA SERVICES	2/13/2019	
40	St. Francis Medical Center	ALERE INFORMATICS INC	SERVICES-SOFTWARE MAINTENANCE AND SUPPORT	1/30/2021	$0.00
41	St. Francis Medical Center	ALERE INFORMATICS INC	AGREEMENT FOR SERVICES	6/21/2019	
42	St. Francis Medical Center	ALERE NORTH AMERICA INC	POINT OF CARE BLOOD GAS	3/31/2019	$0.00
43	St. Francis Medical Center	ALEVIO LLC	ORTHO TOTAL JOINTS IMPLANTS	6/14/2019	$0.00
44	St. Francis Medical Center	ALL CARE MEDICAL GROUP	RISK SHARING AGREEMENT	12/31/2018	$9,558.76
45	St. Francis Medical Center	ALL CARE MEDICAL GROUP	RISK SHARING AGREEMENT	12/31/2018	
46	St. Francis Medical Center	ALLADAWI, AYMAN, M.D., INC., A PROFESSIONAL CORPORATION D/B/A ALL SAFE MEDICAL GROUP	LETTER OF AGREEMENT	Evergreen	$4,500.00
47	St. Francis Medical Center	ALLCARE INC	LAP SPONGES AND OR TOWELS	5/31/2020	$0.00
48	St. Francis Medical Center	ALLEN, GWEN M MD, INC DBA GARDENA WOMEN'S CENTER	PHYSICIANS-ON CALL	6/30/2019	$0.00
49	St. Francis Medical Center	ALLERGAN MEDICAL	BIOLOGIC MESH PRODUCTS	9/30/2019	$0.00
50	St. Francis Medical Center	ALLERGAN MEDICAL	BREAST IMPLANTS/TISSUE EXPANDERS	1/31/2020	
~~51~~	~~St. Francis Medical Center~~	~~ALPHATEC SPINE INC~~	~~SPINAL IMPLANTS AND RELATED PRODUCTS~~	~~6/29/2019~~	~~$29,100.00~~
52	St. Francis Medical Center	ALSCO, INC.	EQUIPMENT-LEASE/RENTAL	8/30/2020	$0.00
53	St. Francis Medical Center	ALTAMED	Hospital Service Agreement	Evergreen	$54,697.16
~~54~~	~~St. Francis Medical Center~~	~~AMBU INC~~	~~LARYNGEAL MASK AIRWAYS~~	~~7/31/2020~~	~~$18,025.89~~
~~55~~	~~St. Francis Medical Center~~	~~AMBU INC~~	~~RESPIRATORY THERAPY PRODUCTS~~	~~10/31/2018~~	
~~56~~	~~St. Francis Medical Center~~	~~AMBULNZ HEALTH LLC~~	~~AGREEMENT FOR SERVICES~~	~~12/31/2018~~	~~$21,844.32~~
57	St. Francis Medical Center	AMEDA INC	BREAST PUMP AND ACCESSORIES	10/31/2020	$1,965.25
58	St. Francis Medical Center	AMERICAN ASSOCIATION OF BLOOD BANKS	SERVICES-CONSULTING	5/16/2020	$0.00
59	St. Francis Medical Center	AMERICAN CAREER COLLEGE	STUDENT AFFILIATION AGREEMENT	3/31/2023	$0.00
60	St. Francis Medical Center	AMERICAN CAREER COLLEGE	STUDENT AFFILIATION AGREEMENT	3/31/2023	
61	St. Francis Medical Center	AMERICAN COLLEGE OF HEALTHCARE	STUDENT AFFILIATION AGREEMENT	2/19/2019	$0.00
62	St. Francis Medical Center	AMERICAN COLLEGE OF SURGEONS (ACS)	HOSPITAL PARTICIPATION AGREEMENT	4/24/2019	$0.00
63	St. Francis Medical Center	AMERICAN HEALTHCARE AUDIT	SERVICES-PROFESSIONAL	Evergreen	$0.00
64	St. Francis Medical Center	AMERICAN MEDICAL SCIENCE CENTER	STUDENT AFFILIATION AGREEMENT	2/9/2019	$0.00

See last page of exhibit for relevant footnotes

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Exhibit C - Executory Contracts and Unexpired Leases Subject to Assumption (St. Francis Medical Center) (F)

Strikethrough indicates that the referenced contract will not be assumed. All other contracts not stricken will be assumed.

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	Cure Amount (C)(D)(E)
~~65~~	~~St. Francis Medical Center~~	~~AMERICAN RED CROSS~~	~~BLOOD PRODUCTS~~	~~11/11/2018~~	~~$247,033.00~~
66	St. Francis Medical Center	AMERICAN UNIVERSITY OF ANTIGUA COLLEGE OF MEDICINE	STUDENT AFFILIATION AGREEMENT	1/4/2027	$0.00
67	St. Francis Medical Center	AMERICAN UNIVERSITY OF HEALTH SCIENCES FOUNDATION	STUDENT AFFILIATION AGREEMENT	11/27/2019	$0.00
68	St. Francis Medical Center	AMERICAN UNIVERSITY OF HEALTH SCIENCES, INC.	STUDENT AFFILIATION AGREEMENT	8/16/2018	$0.00
69	St. Francis Medical Center	AMERICA'S CHOICE PROVIDER NETWORK	HOSPITAL SERVICES AGREEMENT	Evergreen	
70	St. Francis Medical Center	AMERICA'S CHOICE PROVIDER NETWORK	PAYOR AGREEMENT	8/31/2019	$0.00
71	St. Francis Medical Center	AMERICA'S CHOICE PROVIDER NETWORK	Hospital Service Agreement	Evergreen	
72	St. Francis Medical Center	AMIN FARAH M.D., INC., A PROFESSIONAL CORPORATION	PHYSICIAN-CHIEF OF MEDICAL STAFF	12/31/2018	$0.00
73	St. Francis Medical Center	ANDERSON, MAXINE M. MD, INC.	PHYSICIANS-ON CALL	7/31/2019	$0.00
74	St. Francis Medical Center	ANGELES IPA	RISK SHARING AGREEMENT	12/31/2018	$3,002.64
75	St. Francis Medical Center	ANHTUAN TONG, MD	LETTER OF AGREEMENT	2/28/2019	$0.00
76	St. Francis Medical Center	ANSELL HEALTHCARE PRODUCTS INC	SURGEON GLOVES	4/30/2019	$0.00
77	St. Francis Medical Center	ANTHEM BLUE CROSS	FACILITY SERVICES AGREEMENT	Evergreen	
78	St. Francis Medical Center	ANTHEM BLUE CROSS	FACILITY SERVICES AGREEMENT	Evergreen	
79	St. Francis Medical Center	ANTHEM BLUE CROSS	PAYOR AGREEMENT	12/31/2019	$14,699.24
80	St. Francis Medical Center	ANTHEM BLUE CROSS MEDI-CAL	HOSPITAL SERVICES AGREEMENT	Evergreen	
81	St. Francis Medical Center	ANTHEM BLUE CROSS MEDI-CAL	HOSPITAL SERVICES AGREEMENT	Evergreen	
82	St. Francis Medical Center	ANTHEM BLUE CROSS MEDI-CAL	PAYOR AGREEMENT	7/14/2019	
83	St. Francis Medical Center	ANTOINE E MITRI, MD, INC	PHYSICIANS-ON CALL	4/30/2019	$0.00
84	St. Francis Medical Center	APOGEE CONSULTING GROUP	LETTER OF AGREEMENT	4/28/2019	$0.00
~~85~~	~~St. Francis Medical Center~~	~~APPLECARE~~	~~RISK SHARING AGREEMENT~~	~~12/31/2018~~	~~$1,523,928.48~~
~~86~~	~~St. Francis Medical Center~~	~~APPLECARE~~	~~RISK SHARING AGREEMENT~~	~~12/31/2018~~	
~~87~~	~~St. Francis Medical Center~~	~~APPLECARE MEDICAL MANAGEMENT, LLC~~	~~CAPITATION MANAGEMENT AGREEMENT~~	~~2/28/2019~~	~~$1,163,010.09~~
~~88~~	~~St. Francis Medical Center~~	~~APPLIED MEDICAL RESOURCES CORPORATION~~	~~ENDOMECHANICAL PRODUCTS~~	~~3/31/2021~~	
~~89~~	~~St. Francis Medical Center~~	~~APPLIED MEDICAL RESOURCES CORPORATION~~	~~TROCAR PRODUCTS~~	~~3/31/2021~~	~~$43,613.88~~
~~90~~	~~St. Francis Medical Center~~	~~APPLIED MEDICAL RESOURCES CORPORATION~~	~~SURGICAL ENERGY PRODUCTS~~	~~12/13/2018~~	
91	St. Francis Medical Center	APRIMA MEDICAL SOFTWARE, INC.	LICENSE-SOFTWARE	2/24/2019	$0.00
92	St. Francis Medical Center	ARC CARE CENTER BUENA PARK	SERVICES-PROFESSIONAL	Evergreen	$0.00
~~93~~	~~St. Francis Medical Center~~	~~ARGON MEDICAL DEVICES INC~~	~~DIR PRODUCTS~~	~~6/1/2019~~	~~$5,513.61~~
~~94~~	~~St. Francis Medical Center~~	~~ARJO INC~~	~~PATIENT LIFTS~~	~~7/31/2021~~	~~$20,516.56~~
~~95~~	~~St. Francis Medical Center~~	~~ARROW INTERNATIONAL INC~~	~~HEMODYNAMIC MONITORING PRODUCT~~	~~6/30/2020~~	
~~96~~	~~St. Francis Medical Center~~	~~ARROW INTERNATIONAL INC~~	~~CENTRAL VENOUS ACCESS PRODUCTS~~	~~6/30/2020~~	~~$24,438.28~~
~~97~~	~~St. Francis Medical Center~~	~~ARROW INTERNATIONAL INC~~	~~REGIONAL ANESTHESIA TRAYS~~	~~1/31/2019~~	
~~98~~	~~St. Francis Medical Center~~	~~ARTHREX INC~~	~~ARTHROSCOPY SUPPLIES~~	~~6/30/2019~~	~~$24,198.15~~
99	St. Francis Medical Center	ARTHUR P. CHOU, M.D., INC.	PHYSICIANS-ON CALL	7/31/2019	$10,750.00
~~100~~	~~St. Francis Medical Center~~	~~ASAHI INTECC USA INC~~	~~DIC PRODUCTS~~	~~6/30/2019~~	~~$3,417.77~~
101	St. Francis Medical Center	ASCEND CLINICAL LLC.	LABORATORY	Evergreen	$0.00
~~102~~	~~St. Francis Medical Center~~	~~ASPEN SURGICAL PRODUCTS~~	~~SURGICAL BLADES~~	~~9/30/2019~~	~~$2,118.25~~
103	St. Francis Medical Center	ASPEN UNIVERSITY	STUDENT AFFILIATION AGREEMENT	2/19/2019	$0.00
~~104~~	~~St. Francis Medical Center~~	~~AUTOMAC PARKING~~	~~SERVICES-PARKING~~	~~9/30/2019~~	~~$32,400.00~~
~~105~~	~~St. Francis Medical Center~~	~~AVANOS MEDICAL~~	~~CLOSED VENTILATION SUCTION~~	~~10/31/2018~~	
~~106~~	~~St. Francis Medical Center~~	~~AVANOS MEDICAL~~	~~ORAL CARE~~	~~7/31/2019~~	
~~107~~	~~St. Francis Medical Center~~	~~AVANOS MEDICAL~~	~~PAIN MGMT LOCAL ANESTHETIC~~	~~5/31/2020~~	
~~108~~	~~St. Francis Medical Center~~	~~AVANOS MEDICAL~~	~~FEEDING PUMPS DEVICES SETS~~	~~7/31/2021~~	~~$819.36~~
~~109~~	~~St. Francis Medical Center~~	~~AVANOS MEDICAL~~	~~DISPOSABLE NON-STERILE APPAREL~~	~~11/30/2018~~	
~~110~~	~~St. Francis Medical Center~~	~~AVANOS MEDICAL~~	~~EXAM GLOVES~~	~~4/30/2019~~	
~~111~~	~~St. Francis Medical Center~~	~~AVANOS MEDICAL~~	~~STERILE PACKS AND GOWNS~~	~~12/31/2019~~	
112	St. Francis Medical Center	AYMAN ALLADAWI, M.D., INC., A PROFESSIONAL CORPORATION D/B/A ALL SAFE MEDICAL GROUP	PHYSICIANS-ON CALL	6/30/2019	$0.00
113	St. Francis Medical Center	AYMAN ALLADAWI, M.D., INC., A PROFESSIONAL CORPORATION D/B/A ALL SAFE MEDICAL GROUP	PHYSICIANS-RECRUITMENT LOAN AGREEMENT	8/31/2018	
114	St. Francis Medical Center	AYOUB, ELIAS MD	PHYSICIANS-ON CALL	6/30/2019	$5,850.00
~~115~~	~~St. Francis Medical Center~~	~~B BRAUN INTERVENTIONAL SYSTEM~~	~~DIR PRODUCTS~~	~~1/31/2020~~	~~$886.19~~
~~116~~	~~St. Francis Medical Center~~	~~B BRAUN INTERVENTIONAL SYSTEM~~	~~VENA CAVA FILTERS~~	~~7/31/2020~~	
~~117~~	~~St. Francis Medical Center~~	~~B BRAUN MEDICAL INC~~	~~REGIONAL ANESTHESIA TRAYS~~	~~1/31/2019~~	
~~118~~	~~St. Francis Medical Center~~	~~B BRAUN MEDICAL INC~~	~~INFUSION DEVICES~~	~~1/31/2020~~	
~~119~~	~~St. Francis Medical Center~~	~~B BRAUN MEDICAL INC~~	~~INFUSION SETS~~	~~1/31/2020~~	
~~120~~	~~St. Francis Medical Center~~	~~B BRAUN MEDICAL INC~~	~~IV FLUIDS, BAG BASED DRUG~~	~~1/30/2020~~	~~$896.32~~
~~121~~	~~St. Francis Medical Center~~	~~B BRAUN MEDICAL INC~~	~~PHARMACY COMPOUNDING EQUIPMENT~~	~~1/31/2020~~	
~~122~~	~~St. Francis Medical Center~~	~~B BRAUN MEDICAL INC~~	~~SAFETY IV CATHETERS~~	~~9/30/2019~~	
~~123~~	~~St. Francis Medical Center~~	~~B.E. SMITH INTERIM SERVICES, INC.~~	~~INTERIM SERVICES AGREEMENT~~	~~12/4/2019~~	~~$14,382.70~~
124	St. Francis Medical Center	BABY FRIENDLY USA	BUSINESS ASSOCIATE AGREEMENT	6/25/2019	$0.00
125	St. Francis Medical Center	BACTERIN INTERNATIONAL INC	BONE TISSUE SYNTHETIC IMPLANT	6/30/2020	$0.00
~~126~~	~~St. Francis Medical Center~~	~~BARD ACCESS SYSTEMS DIV~~	~~CATHETER TUBE SECUREMENT~~	~~8/31/2020~~	~~$162,762.72~~
~~127~~	~~St. Francis Medical Center~~	~~BARD ACCESS SYSTEMS DIV~~	~~SAFETY HUBER NEEDLES~~	~~2/28/2021~~	
128	St. Francis Medical Center	BARD DAVOL	BIOLOGICAL MESH PRODUCTS	9/30/2019	
129	St. Francis Medical Center	BARD DAVOL	SURGICAL MESH PRODUCTS	9/30/2019	$0.00
130	St. Francis Medical Center	BARD DAVOL	SYNTHETIC BIOABSORBABLE MESH PRODUCTS	9/30/2019	

Strategic Global Management, Inc. Asset Purchase Agreement
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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	Cure Amount (C)(D)(E)
131	St. Francis Medical Center	BARD DAVOL	ENDOMECHANICAL PRODUCTS	3/31/2021	
132	St. Francis Medical Center	BARD MEDICAL DIVISION	GENERAL UROLOGICAL PRODUCTS	2/28/2019	$0.00
133	St. Francis Medical Center	BARD MEDICAL DIVISION	WOUND DRAINAGE PRODUCTS	7/31/2021	
134	St. Francis Medical Center	BARD PERIPHERAL VASCULAR	IMPLANTA8LE INFUSION PORTS	10/31/2019	$0.00
135	St. Francis Medical Center	BARD PERIPHERAL VASCULAR	CATH LAB PRODUCTS	5/31/2019	
~~136~~	~~St. Francis Medical Center~~	~~BAUSCH AND LOMB~~	~~OPHTHALMOLOGY PRODUCTS~~	~~6/30/2020~~	~~$3,316.97~~
~~137~~	~~St. Francis Medical Center~~	~~BAXTER HEALTHCARE CORP~~	~~INFUSION DEVICES~~	~~1/31/2020~~	
~~138~~	~~St. Francis Medical Center~~	~~BAXTER HEALTHCARE CORP~~	~~INFUSION SETS~~	~~1/31/2020~~	
~~139~~	~~St. Francis Medical Center~~	~~BAXTER HEALTHCARE CORP~~	~~IV FLUIDS, BAG BASED DRUG~~	~~1/31/2020~~	~~$168,581.26~~
~~140~~	~~St. Francis Medical Center~~	~~BAXTER HEALTHCARE CORP~~	~~PHARMACY COMPOUNDING EQUIPMENT~~	~~1/31/2020~~	
~~141~~	~~St. Francis Medical Center~~	~~BAXTER HEALTHCARE CORP~~	~~NEEDLELESS CONNECTORS~~	~~1/31/2020~~	
~~142~~	~~St. Francis Medical Center~~	~~BAYER MEDICAL CARE LLC~~	~~CM INJECTORS AND DISPOSABLES~~	~~12/31/2020~~	~~$46,138.51~~
~~143~~	~~St. Francis Medical Center~~	~~BAYER MEDICAL CARE LLC~~	~~CONTRAST MEDIA MR~~	~~12/31/2020~~	
~~144~~	~~St. Francis Medical Center~~	~~BEAVER VISITEC INTERNATIONAL INC~~	~~OPHTHALMOLOGY PRODUCTS~~	~~6/30/2020~~	~~$863.26~~
145	St. Francis Medical Center	BECKMAN COULTER	SERVICES-EQUIPMENT MAINTENANCE	10/31/2019	$0.00
~~146~~	~~St. Francis Medical Center~~	~~BECKMAN COULTER CORP~~	~~CHEMISTRY REAGENTS~~	~~5/1/2019~~	~~$131,776.67~~
~~147~~	~~St. Francis Medical Center~~	~~BECKMAN COULTER CORP~~	~~URINALYSIS ANALYZERS REAGENTS~~	~~7/31/2019~~	
~~148~~	~~St. Francis Medical Center~~	~~BECTON DICKINSON~~	~~SAFETY HYPODERMIC PRODUCTS~~	~~9/30/2019~~	
~~149~~	~~St. Francis Medical Center~~	~~BECTON DICKINSON~~	~~STANDARD HYPODERMIC PRODUCTS~~	~~9/30/2019~~	
~~150~~	~~St. Francis Medical Center~~	~~BECTON DICKINSON~~	~~AUTOMATED BLOOD CULTURE~~	~~10/31/2019~~	
~~151~~	~~St. Francis Medical Center~~	~~BECTON DICKINSON~~	~~SAFETY IV CATHETERS~~	~~9/30/2019~~	~~$9,856.53~~
~~152~~	~~St. Francis Medical Center~~	~~BECTON DICKINSON & COMPANY~~	~~ACQUISITION AGREEMENT~~	~~8/20/2025~~	
~~153~~	~~St. Francis Medical Center~~	~~BECTON DICKINSON HEALTH CARE SYSTEMS~~	~~INFUSION SETS~~	~~1/31/2020~~	
154	St. Francis Medical Center	BERNARDITA L. DE LOS REYES, M.D., INC. D/B/A CLINICA SANTA ISA8EL	PHY5ICIANS-ON CALL	6/30/2019	
155	St. Francis Medical Center	BERNARDITA L. DE LOS REYES, M.D., INC. D/B/A CLINICA SANTA ISABEL	PHYSICIANS-ON CALL	6/30/2019	$0.00
156	St. Francis Medical Center	BIEL CONSULTING INC.	SERVICE AGREEMENT	7/31/2019	$0.00
~~157~~	~~St. Francis Medical Center~~	~~BIO RAD LABORATORIES DIAGNOSTICS~~	~~BLOOD BANK ANALYZERS REAGENTS~~	~~1/31/2019~~	~~$9,387.74~~
158	St. Francis Medical Center	BIO-MEDICAL APPLICATIONS OF CALIFORNIA, INC. (BMA)(FKA HEMACARE CORP)	SERVICES-OUTSIDE LAB	4/30/2019	$0.00
~~159~~	~~St. Francis Medical Center~~	~~BIOMERIEUX VITEK INC~~	~~AUTOMATED BLOOD CULTURE~~	~~10/31/2019~~	~~$30,516.16~~
~~160~~	~~St. Francis Medical Center~~	~~BIOMERIEUX VITEK INC~~	~~AUTOMATED MICROBIAL ID MIC~~	~~10/31/2019~~	
161	St. Francis Medical Center	BIOTRONIC NEURONETWORK LLC	INTRAOPERATIVE NEUROPHYSICAL	10/31/2018	$0.00
~~162~~	~~St. Francis Medical Center~~	~~BIOTRONIK INC~~	~~CARDIAC RHYTHM MANAGEMENT~~	~~8/14/2020~~	~~$11,958.79~~
~~163~~	~~St. Francis Medical Center~~	~~BIOVENTUS LLC~~	~~BONE AND BONE SUBSTITUTE PRODUCTS~~	~~6/30/2021~~	~~$15,189.80~~
~~164~~	~~St. Francis Medical Center~~	~~BIOVENTUS LLC~~	~~SYNTHETIC IMPLANTABLE PRODUCTS~~	~~6/30/2021~~	
165	St. Francis Medical Center	BLICKMAN INC	STAINLESS STEEL EQUIPMENT	6/30/2021	$0.00
166	St. Francis Medical Center	BLUE SHIELD OF CALIFORNIA	HOSPITAL SERVICES AGREEMENT	Evergreen	$61,469.55
167	St. Francis Medical Center	BLUE SHIELD OF CALIFORNIA	PAYOR AGREEMENT	9/30/2019	
~~168~~	~~St. Francis Medical Center~~	~~BMC LANDSCAPE MANAGEMENT, INC.~~	~~SERVICES-LANDSCAPING~~	~~2/21/2019~~	~~$35,868.16~~
169	St. Francis Medical Center	BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION	STUDENT AFFILIATION AGREEMENT	1/25/2019	$0.00
~~170~~	~~St. Francis Medical Center~~	~~BOSTON SCIENTIFIC~~	~~THROMBECTOMY PRODUCTS~~	~~10/31/2018~~	
~~171~~	~~St. Francis Medical Center~~	~~BOSTON SCIENTIFIC~~	~~DRUG ELUTING CORONARY STENTS~~	~~6/30/2019~~	
~~172~~	~~St. Francis Medical Center~~	~~BOSTON SCIENTIFIC~~	~~PERIPHERAL AND BILIARY STENTS~~	~~1/31/2020~~	
~~173~~	~~St. Francis Medical Center~~	~~BOSTON SCIENTIFIC~~	~~ELECTROPHYSIOLOGY PRODUCTS~~	~~11/30/2020~~	
~~174~~	~~St. Francis Medical Center~~	~~BOSTON SCIENTIFIC~~	~~GASTROINTESTINAL ENDOSCOPY~~	~~1/31/2019~~	
~~175~~	~~St. Francis Medical Center~~	~~BOSTON SCIENTIFIC~~	~~SPECIALTY UROLOGICAL PRODUCTS~~	~~12/31/2020~~	~~$235,596.44~~
~~176~~	~~St. Francis Medical Center~~	~~BOSTON SCIENTIFIC~~	~~SURGICAL INCONTINENCE PRODUCTS~~	~~8/31/2021~~	
~~177~~	~~St. Francis Medical Center~~	~~BOSTON SCIENTIFIC~~	~~DIC PRODUCTS~~	~~8/6/2019~~	
~~178~~	~~St. Francis Medical Center~~	~~BOSTON SCIENTIFIC~~	~~DIR PRODUCTS~~	~~7/31/2019~~	
~~179~~	~~St. Francis Medical Center~~	~~BOSTON SCIENTIFIC (FKA ENDOCHOICE)~~	~~GASTROINTESTINAL ENDOSCOPY~~	~~1/31/2019~~	
~~180~~	~~St. Francis Medical Center~~	~~BOSTON SCIENTIFIC CRM~~	~~CARDIAC RHYTHM MANAGEMENT~~	~~6/21/2020~~	
181	St. Francis Medical Center	BOUZAGLOU, ARMAND MD, A PROFESSIONAL CORPORATION	PHYSICIANS-DIRECTORSHIP	2/28/2020	$2,800.00
182	St. Francis Medical Center	BOWENS, KAROL L., MD, A MEDICAL CORPORATION	PHYSICIANS-ON CALL	6/30/2019	
183	St. Francis Medical Center	BOWENS, KAROL L., MD, A MEDICAL CORPORATION	PHYSICIANS-ON CALL	6/30/2019	$2,375.00
184	St. Francis Medical Center	BOWENS, KAROL L., MD, A MEDICAL CORPORATION	PHYSICIANS-CONSULTING SERVICES	9/30/2018	
185	St. Francis Medical Center	BRACCO DIAGNOSTICS INC	CONTRACT MEDIA BARIUM	12/31/2020	$0.00
186	St. Francis Medical Center	BRAND NEW DAY	LETTER OF AGREEMENT (LOA)	Evergreen	$824.73
187	St. Francis Medical Center	BRAND NEW DAY	LETTER OF AGREEMENT (LOA)	Evergreen	
188	St. Francis Medical Center	BRAND, JONATHAN MD	PHYSICIANS-DIRECTORSHIP	12/31/2019	$5,250.00
189	St. Francis Medical Center	BRAND, JONATHAN MD	PHYSICIANS-DIRECTORSHIP	12/31/2019	
~~190~~	~~St. Francis Medical Center~~	~~BRASSELER USA MEDICAL LLC~~	~~ORTHOPEDIC POWER TOOLS~~	~~4/30/2019~~	~~$1,224.86~~
191	St. Francis Medical Center	BREG INC.	ORTHOPEDIC SOFT GOODS	11/30/2021	$0.00
192	St. Francis Medical Center	BRIAN M LEE, M. D. INC.	PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT	10/31/2018	$0.00
193	St. Francis Medical Center	BRIGGS CORP	DOCUMENTATION SOLUTION SYSTEMS	12/31/2018	$0.00
~~194~~	~~St. Francis Medical Center~~	~~BSN MEDICAL~~	~~CASTING AND SPLINTING SUPPLIES~~	~~10/31/2019~~	~~$679.41~~
~~195~~	~~St. Francis Medical Center~~	~~BSN MEDICAL~~	~~SKIN INTEGRITY: COMP WRAPS~~	~~3/31/2020~~	

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	Cure Amount (C)(D)(E)
196	St. Francis Medical Center	BUFFALO FILTER	SMOKE EVACUATION SYSTEMS	8/31/2019	$0.00
197	St. Francis Medical Center	BUSINESS MANAGEMENT SOLUTION	SERVICES-SOFTWARE MAINTENANCE AND SUPPORT	12/31/2019	$0.00
198	St. Francis Medical Center	CAL NOC	CLINICAL SERVICES AGREEMENT	8/31/2019	$0.00
199	St. Francis Medical Center	CAL STATE UNIVERSITY LOS ANGELES	STUDENT AFFILIATION AGREEMENT	2/25/2020	$0.00
200	St. Francis Medical Center	CALIFORNIA CAREER INSTITUTE	STUDENT AFFILIATION AGREEMENT	11/14/2019	$0.00
201	St. Francis Medical Center	CALIFORNIA COMMUNITY FOUNDATION	GRANT AGREEMENT	12/31/2018	$0.00
202	St. Francis Medical Center	CALIFORNIA HOSPITAL PATIENT SAFETY ORGANIZATION	PARTICIPATING PROVIDER AGREEMENT	Evergreen	$0.00
203	St. Francis Medical Center	CALIFORNIA INSTITUTE FOR NURSING & HEALTH CARE (CINHC)	CLINICAL SERVICES AGREEMENT	11/29/2019	$0.00
204	St. Francis Medical Center	CALIFORNIA SCHOOL OF HEALTH SCIENCE	AGREEMENT FOR SERVICES	8/13/2019	$0.00
205	St. Francis Medical Center	CALIFORNIA STATE UNIVERSITY, LONG BEACH	STUDENT AFFILIATION AGREEMENT	11/30/2019	$0.00
206	St. Francis Medical Center	CALIFORNIA STATE UNIVERSITY, SAN MARCOS	STUDENT AFFILIATION AGREEMENT	7/31/2019	$0.00
207	St. Francis Medical Center	CALIFORNIA VICTIM COMPENSATION BOARD	GRANT AGREEMENT	6/30/2020	$0.00
208	St. Francis Medical Center	CAPS (CENTRAL ADMIXTURE PHARMACY SERVICES INC	SUPPLIES-PHARMACEUTICAL	12/31/2018	$0.00
~~209~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~MANUAL MICROBIOLOGY~~	~~2/28/2021~~	
~~210~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~BREAST PUMP AND ACCESSORIES~~	~~10/31/2020~~	
~~211~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~PATIENT PREP CLIPPERS BLADES~~	~~1/31/2019~~	
~~212~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~EXAM GLOVES~~	~~4/30/2019~~	
~~213~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~MEDICAL NUTRITION PRODUCTS 10+CS BRACKET~~	~~7/31/2020~~	
~~214~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~BLOOD SPECIMEN COLLECTION~~	~~11/30/2018~~	
~~215~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~RAPID DIAGNOSTIC TEST KITS~~	~~10/31/2021~~	
~~216~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~LABELS ID BANDS RELATED PRODS~~	~~1/31/2019~~	
~~217~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~STERILIZATION ASSURANCE~~	~~9/30/2019~~	
~~218~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~INSTRUMENT CLEANERS ENZYMATICS~~	~~9/30/2019~~	
~~219~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~TAPE PRODUCTS~~	~~1/31/2020~~	
~~220~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~SHARPS DISPOSABLE CONTAINERS~~	~~4/30/2020~~	
~~221~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~HIGH LEVEL DISINFECTANTS~~	~~4/30/2020~~	
~~222~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~ELECTRONIC THERMOMETRY~~	~~5/31/2020~~	
~~223~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~CHLOROHEXADINE GLUCONATE (CHG)~~	~~7/31/2020~~	
~~224~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~DISPOSABLE LABOR AND DELIVERY~~	~~8/31/2020~~	
~~225~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~SOAPS LOTIONS WATERLESS RINSES~~	~~9/30/2020~~	
~~226~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~NEONATAL DEVELOPMENTAL PRODUCT~~	~~10/31/2020~~	
~~227~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~ARTERIAL BLOOD GAS KITS~~	~~11/30/2020~~	
~~228~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~SAFETY HUBER NEEDLES~~	~~2/28/2021~~	
~~229~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~CLOSED VENTILATION SUCTION~~	~~10/31/2018~~	
~~230~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~VCT ANTI-EMBOLISM STOCKINGS~~	~~11/30/2021~~	
~~231~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~RESPIRATORY THERAPY PRODUCTS~~	~~10/31/2018~~	
~~232~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~BEDSIDE PROCEDURE TRAYS~~	~~1/31/2019~~	
~~233~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~ORAL CARE~~	~~7/31/2019~~	
~~234~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~SAFETY HYPODERMIC PRODUCTS~~	~~9/30/2019~~	
~~235~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~STANDARD HYPODERMIC PRODUCTS~~	~~9/30/2019~~	
~~236~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~BANDAGES, DRESSINGS AND GAUZE~~	~~10/30/2019~~	
~~237~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~ADHESIVE SKIN CLSOURES~~	~~1/31/2020~~	
~~238~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~INFANT DIAPERS AND PRODUCTS~~	~~12/31/2019~~	
~~239~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~ENTEROSTOMAL THERAPY PRODUCTS~~	~~3/31/2020~~	
~~240~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~TRANSPARENT DRESSINGS~~	~~1/31/2020~~	
~~241~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~COHESIVE BANDAGES~~	~~1/31/2020~~	
~~242~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~ENDO TUBES AND RELATED PRODUCTS~~	~~12/31/2018~~	
~~243~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~TEMPERATURE MONITORING PRODUCTS~~	~~12/31/2018~~	
~~244~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~REGIONAL ANESTHESIA TRAYS~~	~~1/31/2019~~	
~~245~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~OR EQUIPMENT DRAPES~~	~~3/31/2019~~	
~~246~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~SURGICAL PATIENT PREP PRODUCTS~~	~~3/31/2019~~	
~~247~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~SMOKE EVACUATION SYSTEMS~~	~~8/31/2019~~	
~~248~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~SURGICAL BLADES~~	~~9/30/2019~~	
~~249~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~SURGICAL AND ISOLATION MASKS~~	~~12/31/2019~~	
~~250~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~CASTING AND SPLINTING SUPPLIES~~	~~10/31/2019~~	
~~251~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~PAIN MGMT LOCAL ANESTHETIC~~	~~5/31/2020~~	
~~252~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~LARYNGEAL MASK AIRWAYS~~	~~7/31/2020~~	
~~253~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~CHEST DRAINAGE PRODUCTS~~	~~2/28/2021~~	
~~254~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~SURGICAL HAND PREPS~~	~~4/30/2021~~	
~~255~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~SECUREMENT AND STABLIZATION PRODUCTS~~	~~10/30/2019~~	
~~256~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~NEONATAL DEVELOPMENTAL PRODUCT~~	~~10/31/2020~~	
~~257~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~DOCUMENTATION SOLUTION SYSTEMS~~	~~12/31/2018~~	
~~258~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~DISPOSABLE VAGINAL SPECULUMS~~	~~6/30/2019~~	
~~259~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~THROMBECTOMY PRODUCTS~~	~~10/31/2018~~	
~~260~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~PERIPHERAL AND BILIARY STENTS~~	~~1/31/2020~~	
~~261~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~NON-INVASIVE CARDIOLOGY EQUIP~~	~~5/31/2021~~	

Strategic Global Management, Inc. Asset Purchase Agreement
Exhibit C - Executory Contracts and Unexpired Leases Subject to Assumption (St. Francis Medical Center) (F)

Strikethrough Indicates that the referenced contract will not be assumed. All other contracts not stricken will be assumed.

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	Cure Amount (C)(D)(E)
~~262~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~MEDICAL NUTRITIONAL PRODUCTS~~	~~7/31/2020~~	
~~263~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~FEEDING PUMPS DEVICES SETS~~	~~7/31/2021~~	
~~264~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~REUSABLE TEXTILES AND SERVICES~~	~~11/30/2018~~	
~~265~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~CAN LINERS~~	~~7/31/2020~~	
~~266~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~INFUSION DEVICES~~	~~1/31/2020~~	
~~267~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~INFUSION SETS~~	~~1/31/2020~~	
~~268~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~IV FLUIDS, BAG BASED DRUG~~	~~1/30/2020~~	
~~269~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~PHARMACY COMPOUNDING EQUIPMENT~~	~~1/31/2020~~	
~~270~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~NEEDLELESS CONNECTORS~~	~~1/31/2025~~	~~$236,653.42~~
~~271~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~SAFETY PHLEBOTOMY~~	~~11/30/2021~~	
~~272~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~SPECIALTY DISTRIBUTION - LAB~~	~~12/31/2021~~	
~~273~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~AUTOMATED BLOOD CULTURE~~	~~10/31/2019~~	
~~274~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~MANUAL MICROBIOLOGY~~	~~2/28/2021~~	
~~275~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~HISTOLOGY AND CYTOLOGY~~	~~3/31/2021~~	
~~276~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~GENERAL LABORATORY PRODUCTS~~	~~3/31/2021~~	
~~277~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~CRIBS, BASSINETS, YOUTH BEDS~~	~~3/31/2019~~	
~~278~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~STERILIZATION POUCHES~~	~~9/30/2019~~	
~~279~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~AUTO ENDOSCOPIC REPROCESSOR~~	~~2/28/2021~~	
~~280~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~LOW TEMPERATURE STERILIZATION~~	~~2/28/2021~~	
~~281~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~STEAM STERILIZERS~~	~~2/28/2021~~	
~~282~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~WASHERS AND DECONTAMINATORS~~	~~2/28/2021~~	
~~283~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~PULSE OXIMETRY AND CAPNOGRAPHY~~	~~4/30/2021~~	
~~284~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~SKIN INTEGRITY: WOUND CARE~~	~~3/31/2020~~	
~~285~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~SKIN INTEGRITY: SKIN CLENSER~~	~~3/31/2020~~	
~~286~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~SKIN INTEGRITY: COMP WRAPS~~	~~3/31/2020~~	
~~287~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~INTERMEDIATE LEVEL DISINFECTANT WIPES~~	~~4/30/2020~~	
~~288~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~INTERMEDIATE LEVEL WIPES~~	~~4/30/2020~~	
~~289~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~HEMODYNAMIC MONITORING PRODUCT~~	~~6/30/2020~~	
~~290~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~EXAM TABLE PAPER~~	~~6/30/2020~~	
~~291~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~CHLORHEXIDINE GLUCONATE (CHG)~~	~~7/31/2020~~	
~~292~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~ANTI-INFECTION SITE DRESSING~~	~~7/31/2020~~	
~~293~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~RESTRAINTS AND FALL PREVENTION~~	~~7/31/2020~~	
~~294~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~OBSTETRICAL MONITORING DEVICES~~	~~8/31/2020~~	
~~295~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~CATHETER TUBE SECUREMENT~~	~~8/31/2020~~	
~~296~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~ECG ELECTRODES, CABLES, LEADS~~	~~9/30/2020~~	
~~297~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~PATIENT TEMPERATURE PRODUCTS~~	~~12/31/2020~~	
~~298~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~SUCTION CANISTERS YANKAUERS~~	~~10/31/2018~~	
~~299~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~DISPOSABLE NON-STERILE APPAREL~~	~~11/30/2021~~	
~~300~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~DISPOSABLE NON-STERILE APPAREL~~	~~11/30/2018~~	
~~301~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~ACTIVE HUMIDIFICATION DEVICES~~	~~10/31/2021~~	
~~302~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~SUTURE REMOVAL LACERATION TRAY~~	~~1/31/2019~~	
~~303~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~GENERAL UROLOGICAL PRODUCTS~~	~~2/28/2019~~	
~~304~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~GENERAL UROLOGIC PRODUCTS~~	~~2/28/2019~~	
~~305~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~PATIENT CLESING SKIN CARE~~	~~5/31/2019~~	
~~306~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~SKIN BREAKDOWN PREVENTION~~	~~6/30/2019~~	
~~307~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~DISINFECTION CAPS~~	~~8/31/2019~~	
~~308~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~SAFETY IV CATHETERS~~	~~9/30/2019~~	
~~309~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~STANDARD HYPODERMIC NEEDLES~~	~~9/30/2019~~	
~~310~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~BANDAGES, DRESSINGS AND GAUZE~~	~~10/30/2019~~	
~~311~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~HOT AND COLD PACKS~~	~~11/30/2019~~	
~~312~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~ENTEROSTOMAL THERAPY PRODUCTS~~	~~3/31/2020~~	
~~313~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~TRACHEOSTOMY TUBES~~	~~9/30/2021~~	
~~314~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~SURGEON GLOVES~~	~~4/30/2019~~	
~~315~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~INCISE DRAPES~~	~~9/30/2019~~	
~~316~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~GENERAL ORTHO TRAUMA PRODUCTS~~	~~10/31/2019~~	
~~317~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~STERILE PACKS AND GOWNS~~	~~12/31/2019~~	
~~318~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~LAP SPONGES AND OR TOWELS~~	~~5/31/2020~~	
~~319~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~OPHTHALMOLOGY PRODUCTS~~	~~6/30/2020~~	
~~320~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~DISPOSABLE ANESTHESIA PRODUCTS~~	~~7/31/2020~~	
~~321~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~LARYNGOSCOPE SYSTEMS~~	~~7/31/2020~~	
~~322~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~TOPICAL SKIN ADHESIVES~~	~~3/31/2021~~	
~~323~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~KNOTLESS TISSUE CLOSURE DEVICE~~	~~3/31/2021~~	
~~324~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~KNOTLESS TISSUE CLOSERE DEVICE~~	~~3/31/2021~~	
~~325~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~SURGICAL ENERGY PRODUCTS~~	~~3/31/2021~~	
~~326~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~TROCAR PRODUCTS~~	~~3/31/2021~~	
~~327~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~SUTURE PRODUCTS~~	~~3/31/2021~~	
~~328~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~ENDOMECHANICAL PRODUCTS~~	~~3/31/2021~~	
~~329~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~SPECIALTY WOMENS HEALTH SURG~~	~~1/31/2021~~	
~~330~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~WOUND DRAINAGE PRODUCTS~~	~~7/31/2021~~	
~~331~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~ORTHOPEDIC SOFT GOODS~~	~~11/30/2021~~	
~~332~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC~~	~~WOUND DRAINAGE PRODUCTS~~	~~7/31/2021~~	

See last page of exhibit for relevant footnotes

Strategic Global Management, Inc. Asset Purchase Agreement
Exhibit C - Executory Contracts and Unexpired Leases Subject to Assumption (St. Francis Medical Center) (F)

Strikethrough indicates that the referenced contract will not be assumed. All other contracts not stricken will be assumed.

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	Cure Amount (C)(D)(E)
~~333~~	~~St. Francis Medical Center~~	~~CARDINAL HEALTH 200, LLC d/b/a OPTIFREIGHT~~	~~THIRD PARTY FREIGHT MANAGEMENT~~	~~5/31/2019~~	
334	St. Francis Medical Center	CARDIO MEDICAL CONSULTANTS MEDICAL GROUP OF LONG BEACH, INC.	PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT	10/31/2018	$21,919.33
335	St. Francis Medical Center	CARDIO MEDICAL CONSULTANTS MEDICAL GROUP OF LONG BEACH, INC.	PHYSICIANS-DIRECTORSHIP	6/30/2019	
336	St. Francis Medical Center	CARDIO MEDICAL CONSULTANTS MEDICAL GROUP OF LONG BEACH, INC.	PHYSICIANS-ON CALL	3/31/2019	$0.00
337	St. Francis Medical Center	CARE 1ST HEALTH PLAN	HOSPITAL SERVICES AGREEMENT	Evergreen	$5,414.26
~~338~~	~~St. Francis Medical Center~~	~~CAREFUSION~~	~~CHLOROHEXADINE GLUCONATE (CHG)~~	~~7/31/2020~~	~~$730.96~~
339	St. Francis Medical Center	CAREFUSION 2200 INC.	COMMITMENT CONTRACT	11/30/2019	
340	St. Francis Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	RESPIRATORY THERAPY PRODUCTS	10/31/2018	
341	St. Francis Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	BEDSIDE PROCEDURE TRAYS	1/31/2019	
342	St. Francis Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	PATIENT PREP CLIPPERS BLADES	1/31/2019	
343	St. Francis Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	SURGICAL INSTRUMENTS	1/30/2019	
344	St. Francis Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	SURGICAL PATIENT PREP PRODUCTS	3/31/2019	$0.00
345	St. Francis Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	SURGICAL HAND PREPS	4/30/2021	
346	St. Francis Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	INSTRUMENT CONTAINERS	1/15/2109	
347	St. Francis Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	ACTIVE HUMIDIFICATION DEVICES	10/31/2018	
348	St. Francis Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	LAPAROSCOPIC SURGICAL INSTRUM	1/31/2019	
349	St. Francis Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	DISPOSABLE ANESTHESIA PRODUCTS	7/31/2020	
350	St. Francis Medical Center	CAREFUSION SOLUTIONS, LLC	EQUIPMENT-LEASE/RENTAL	1/7/2021	
351	St. Francis Medical Center	CARITAS BUSINESS SERVICES	BUSINESS ASSOCIATE AGREEMENT	Evergreen	$0.00
352	St. Francis Medical Center	CAROLON	VCT ANTI-EMBOLISM STOCKINGS	11/30/2021	$0.00
353	St. Francis Medical Center	CARREON, JORGE F. MD, INCORPORATED	PHYSICIANS-ON CALL	6/30/2019	$1,222.50
354	St. Francis Medical Center	CARREON, JORGE F. MD, INCORPORATED	PHYSICIANS-ON CALL	6/30/2019	
~~355~~	~~St. Francis Medical Center~~	~~CEDARS-SINAI MEDICAL CENTER~~	~~STUDENT AFFILIATION AGREEMENT~~	~~5/31/2023~~	~~$6,173.00~~
356	St. Francis Medical Center	CELULARITY FUNCTIONAL REGENERATION LLC	LOW FREQUENCY ULTRASONIC WOUND	4/30/2019	$0.00
~~357~~	~~St. Francis Medical Center~~	~~CENTRAL ADMIXTURE PHARMACY SERVICES INC~~	~~OUTSOURCE IV ADMIXTURE SERVICES~~	~~12/31/2018~~	~~$77,651.57~~
358	St. Francis Medical Center	CENTRAL HEALTH PLAN	HOSPITAL SERVICES AGREEMENT	Evergreen	$0.00
~~359~~	~~St. Francis Medical Center~~	~~CEP AMERICA - CALIFORNIA, A CALIFORNIA GENERAL PARTNERSHIP~~	~~PHYSICIANS-DIRECTORSHIP~~	~~6/30/2019~~	~~$73,371.66~~
~~360~~	~~St. Francis Medical Center~~	~~CEP AMERICA - CALIFORNIA, A CALIFORNIA GENERAL PARTNERSHIP~~	~~PHYSICIANS-PROFESSIONAL AND ADMINISTRATIVE SERVICES~~	~~6/30/2019~~	
361	St. Francis Medical Center	CHAMBERLAIN UNIVERSITY	STUDENT AFFILIATION AGREEMENT	12/31/2019	$0.00
362	St. Francis Medical Center	CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE	STUDENT AFFILIATION AGREEMENT	6/25/2019	
363	St. Francis Medical Center	CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE	STUDENT AFFILIATION AGREEMENT	6/25/2019	$100.00
364	St. Francis Medical Center	CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE	STUDENT AFFILIATION AGREEMENT	12/25/2019	
365	St. Francis Medical Center	CHEN, M.D., INC., GARY D/B/A CALIFORNIA ORTHOPEDIC INSTITUTE	PHYSICIANS-ON CALL	6/30/2019	$2,800.00
366	St. Francis Medical Center	CHILDREN'S CARDIAC DIAGNOSTICS & MEDICAL ASSOCIATES PROFESSIONAL CORPORATION	PURCHASED SERVICES	6/30/2019	$3,006.23
367	St. Francis Medical Center	CHOICE CARE/HUMANA	PAYOR AGREEMENT	Auto renew	$0.00
368	St. Francis Medical Center	CHRISTOPHER G. GORING, M.D.	PHYSICIANS-PHYSICIAN STAFFING AGREEMENT	5/9/2019	$0.00
369	St. Francis Medical Center	CIGNA	HOSPITAL SERVICES AGREEMENT	Evergreen	$15,374.45
370	St. Francis Medical Center	CINCINNATI SUB ZERO	PATIENT TEMPERATURE PRODUCTS	12/31/2020	$0.00
371	St. Francis Medical Center	CINTAS CORPORATION	AGREEMENT FOR SERVICES	Evergreen	$0.00
~~372~~	~~St. Francis Medical Center~~	~~CINTAS CORPORATION DIRECT SALES/RENTALS~~	~~UNIFORMS~~	~~1/31/2021~~	~~$22,756.10~~
~~373~~	~~St. Francis Medical Center~~	~~CINTAS CORPORATION DIRECT SALES/RENTALS~~	~~MICROFIBER PRODUCTS, MATS~~	~~1/31/2021~~	
374	St. Francis Medical Center	CINTAS DOCUMENT MANAGEMENT	SERVICES-DOCUMENT DESTRUCTION	2/28/2019	$0.00
375	St. Francis Medical Center	CITY OF LOS ANGELES	GRANT AGREEMENT	6/30/2019	$0.00
~~376~~	~~St. Francis Medical Center~~	~~CITY OF LYNWOOD~~	~~SERVICES-PARKING~~	~~2/28/2019~~	~~$43,348.10~~
~~377~~	~~St. Francis Medical Center~~	~~CITY OF LYNWOOD~~	~~AGREEMENT FOR SERVICES~~	~~6/30/2019~~	
378	St. Francis Medical Center	CLINICAL LABORATORY MEDICAL GROUP DBA ST. FRANCIS PATHOLOGY MEDICAL GROUP	PHYSICIANS-PROFESSIONAL AND ADMINISTRATIVE SERVICES	5/31/2019	$2,800.00
379	St. Francis Medical Center	COLOPLAST CORP	SKIN INTEGRITY: WOUND CARE	3/31/2020	
380	St. Francis Medical Center	COLOPLAST CORP	SKIN INTEGRITY: SKIN CLENSER	3/31/2020	
381	St. Francis Medical Center	COLOPLAST CORP	BOWEL MANAGEMENT	3/31/2020	$0.00
382	St. Francis Medical Center	COLOPLAST CORP	SPECIALTY UROLOGICAL PRODUCTS	12/31/2020	
383	St. Francis Medical Center	COLOPLAST CORP	SURGICAL INCONTINENCE PRODUCTS	8/31/2021	
384	St. Francis Medical Center	COMFORCE TECHNICAL SERVICES, INC. DBA RIGHTSOURCING (FKA COMFORCE TECHNICAL SERVICES, INC.)	SERVICES-STAFFING	Evergreen	$0.00
385	St. Francis Medical Center	COMMANDER NAVAL SURGACE FORCE U.S. PACIFIC FLEET	MEMORANDUM OF UNDERSTANDING	9/13/2020	$0.00
386	St. Francis Medical Center	COMPLETE CARE COMMUNITY HEALTH CENTER, INC.	PATIENT TRANSFER AGREEMENT	3/1/2019	$0.00
~~387~~	~~St. Francis Medical Center~~	~~COMPRESSION THERAPY CONCEPTS~~	~~VASCULAR COMPRESSION THERAPY~~	~~11/30/2018~~	~~$30,016.32~~
388	St. Francis Medical Center	CONMED CORPORATION	LAP SUCTION IRRIGATION	7/30/2019	
389	St. Francis Medical Center	CONMED CORPORATION	ENDOMECHANICAL PRODUCTS	3/31/2021	$0.00

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Strikethrough indicates that the referenced contract will not be assumed. All other contracts not stricken will be assumed.

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	Cure Amount (C)(D)(E)
390	St. Francis Medical Center	CONMED CORPORATION	SPECIALTY WOMENS HEALTH SURG	1/31/2021	
~~391~~	~~St. Francis Medical Center~~	~~CONMED LINVATEC~~	~~ORTHOPEDIC POWER TOOLS AND ACC~~	~~4/30/2019~~	
~~392~~	~~St. Francis Medical Center~~	~~CONMED LINVATEC~~	~~ARTHROSCOPY SUPPLIES~~	~~5/30/2019~~	~~$21,933.83~~
~~393~~	~~St. Francis Medical Center~~	~~CONMED LINVATEC~~	~~ARTHROSCOPY FLUID WASTE MGMT~~	~~3/1/2020~~	
394	St. Francis Medical Center	CONTEC INC	PHARMACY CLEANING SUPPLIES AND EQUIPMENT	4/30/2019	$0.00
395	St. Francis Medical Center	CONVATEC BRISTOL MYERS SQUIBB COMPANY	ENTEROSTOMAL THERAPY PRODUCTS	3/31/2020	$0.00
~~396~~	~~St. Francis Medical Center~~	~~COOK MEDICAL INC~~	~~SPECIALTY UROLOGY PRODUCTS~~	~~12/31/2020~~	
~~397~~	~~St. Francis Medical Center~~	~~COOK MEDICAL INC~~	~~GASTROINTESTINAL ENDOSCOPY~~	~~1/31/2019~~	
~~398~~	~~St. Francis Medical Center~~	~~COOK MEDICAL INC~~	~~PERIPHERAL AND BILIARY STENTS~~	~~1/31/2020~~	
~~399~~	~~St. Francis Medical Center~~	~~COOK MEDICAL INC~~	~~DIR PRODUCTS~~	~~1/31/2020~~	~~$60,694.99~~
~~400~~	~~St. Francis Medical Center~~	~~COOK MEDICAL INC~~	~~CARDIAC RHYTHM MANAGEMENT~~	~~3/31/2020~~	
~~401~~	~~St. Francis Medical Center~~	~~COOK MEDICAL INC~~	~~VENA CAVA FILTERS~~	~~7/31/2020~~	
~~402~~	~~St. Francis Medical Center~~	~~COOK MEDICAL INC~~	~~HIGH RISK OBGYN PRODS MED/SURG~~	~~12/31/2019~~	
~~403~~	~~St. Francis Medical Center~~	~~COOK MEDICAL INC~~	~~HIGH RISK OBGYN PROD SPECIALTY~~	~~12/31/2019~~	
~~404~~	~~St. Francis Medical Center~~	~~COOPER SURGICAL INC~~	~~OBSTETRICAL MONITORING DEVICES~~	~~8/31/2020~~	~~$3,486.82~~
~~405~~	~~St. Francis Medical Center~~	~~COPE HEALTH SOLUTIONS~~	~~SERVICES CONSULTING~~	~~9/30/2020~~	~~$42,199.00~~
406	St. Francis Medical Center	CORONEL-PEREY, ANNETTE A., M.D.	LETTER OF AGREEMENT	Evergreen	$560.00
407	St. Francis Medical Center	COUNTY OF LOS ANGELES	STUDENT AFFILIATION AGREEMENT	5/1/2022	
408	St. Francis Medical Center	COUNTY OF LOS ANGELES	SERVICES AGREEMENT	6/30/2019	
409	St. Francis Medical Center	COUNTY OF LOS ANGELES	SERVICES AGREEMENT	6/30/2019	
410	St. Francis Medical Center	COUNTY OF LOS ANGELES	DELEGATED AUTHORITY AGREEMENT	3/1/2019	$0.00
411	St. Francis Medical Center	COUNTY OF LOS ANGELES	SERVICES AGREEMENT	12/31/2019	
412	St. Francis Medical Center	COUNTY OF LOS ANGELES	AGREEMENT FOR SERVICES	6/30/2022	
413	St. Francis Medical Center	COUNTY OF LOS ANGELES	STUDENT AFFILIATION AGREEMENT	6/30/2023	
414	St. Francis Medical Center	COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES	STUDENT AFFILIATION AGREEMENT	Evergreen	$0.00
415	St. Francis Medical Center	COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES	MASTER PURCHASING AGREEMENT	6/30/2024	
416	St. Francis Medical Center	COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH	PARTICIPATING PROVIDER AGREEMENT	6/30/2021	
417	St. Francis Medical Center	COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH	DESIGNATION AGREEMENT	4/15/2019	$0.00
418	St. Francis Medical Center	COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH	SERVICES AGREEMENT	6/30/2019	
419	St. Francis Medical Center	COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH	ENTITY AGREEMENT	6/12/2019	
420	St. Francis Medical Center	COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH	PARTICIPATING PROVIDER AGREEMENT	6/30/2019	$0.00
421	St. Francis Medical Center	COUNTY OF LOS ANGELES EMERGENCY MEDICAL SERVICES	DESIGNATION AGREEMENT	6/30/2019	$0.00
422	St. Francis Medical Center	COVERED CALIFORNIA	AGREEMENT FOR SERVICES	6/30/2019	$0.00
~~423~~	~~St. Francis Medical Center~~	~~COVIDIEN BUSINESS SERVICES~~	~~CHART PAPER AND RELATED PRODUCTS~~	~~8/31/2020~~	
~~424~~	~~St. Francis Medical Center~~	~~COVIDIEN BUSINESS SERVICES~~	~~SHARPS DISPOSABLE CONTAINERS~~	~~4/30/2020~~	
~~425~~	~~St. Francis Medical Center~~	~~COVIDIEN BUSINESS SERVICES~~	~~DISPOSABLE LABOR AND DELIVERY~~	~~8/31/2020~~	
~~426~~	~~St. Francis Medical Center~~	~~COVIDIEN BUSINESS SERVICES~~	~~BANDAGES, DRESSINGS AND GAUZE~~	~~10/30/2019~~	
~~427~~	~~St. Francis Medical Center~~	~~COVIDIEN BUSINESS SERVICES~~	~~ENDO TUBES AND RELATED PRODUCTS~~	~~12/31/2018~~	
~~428~~	~~St. Francis Medical Center~~	~~COVIDIEN BUSINESS SERVICES~~	~~PULSE OXIMETRY AND CAPNOGRAPHY~~	~~4/30/2021~~	
~~429~~	~~St. Francis Medical Center~~	~~COVIDIEN BUSINESS SERVICES~~	~~ELECTRONIC THERMOMETRY~~	~~5/31/2020~~	
~~430~~	~~St. Francis Medical Center~~	~~COVIDIEN BUSINESS SERVICES~~	~~ECG ELECTRODES, CABLES, LEADS~~	~~9/30/2020~~	
~~431~~	~~St. Francis Medical Center~~	~~COVIDIEN BUSINESS SERVICES~~	~~DIALYSIS PRODUCTS~~	~~10/31/2020~~	
~~432~~	~~St. Francis Medical Center~~	~~COVIDIEN BUSINESS SERVICES~~	~~STANDARD HYPODERMIC NEEDLES~~	~~9/30/2019~~	~~$72,357.10~~
~~433~~	~~St. Francis Medical Center~~	~~COVIDIEN BUSINESS SERVICES~~	~~TRACHEOSTOMY TUBES~~	~~12/31/2018~~	
~~434~~	~~St. Francis Medical Center~~	~~COVIDIEN BUSINESS SERVICES~~	~~DISPOSABLE WOUND RETRACTOR~~	~~4/30/2019~~	
~~435~~	~~St. Francis Medical Center~~	~~COVIDIEN BUSINESS SERVICES~~	~~BIOLOGICAL MESH PRODUCTS~~	~~9/30/2019~~	
~~436~~	~~St. Francis Medical Center~~	~~COVIDIEN BUSINESS SERVICES~~	~~VIDEO LARYNGOSCOPES~~	~~9/30/2020~~	
~~437~~	~~St. Francis Medical Center~~	~~COVIDIEN BUSINESS SERVICES~~	~~KNOTLESS TISSUE CLOSURE DEVICE~~	~~3/31/2021~~	
~~438~~	~~St. Francis Medical Center~~	~~COVIDIEN BUSINESS SERVICES~~	~~SURGICAL ENERGY PRODUCTS~~	~~3/31/2021~~	
~~439~~	~~St. Francis Medical Center~~	~~COVIDIEN BUSINESS SERVICES~~	~~TROCAR PRODUCTS~~	~~3/31/2021~~	
~~440~~	~~St. Francis Medical Center~~	~~COVIDIEN BUSINESS SERVICES~~	~~ENDOMECHANICAL PRODUCTS~~	~~3/31/2021~~	
~~441~~	~~St. Francis Medical Center~~	~~COVIDIEN BUSINESS SERVICES~~	~~SPECIALTY WOMENS HEALTH SURG~~	~~1/31/2021~~	
442	St. Francis Medical Center	CRAWFORD HEALTHCARE INC	SKIN INTEGRITY: WOUND CARE	3/31/2020	$0.00
443	St. Francis Medical Center	DANDLELION MEDICAL	NEONATAL DEVELOPMENTAL PRODUCTS	10/31/2020	$0.00
444	St. Francis Medical Center	DANIEL R. LEMAY, M.D., PH.D., INC.	PHYSICIANS-ON CALL	7/31/2019	$13,900.00
445	St. Francis Medical Center	DANIEL R. LEMAY, M.D., PH.D., INC.	PHYSICIANS-DIRECTORSHIP	5/31/2019	
446	St. Francis Medical Center	DAUGHTERS OF CHARITY HEALTH SYSTEM	BUSINESS ASSOCIATE AGREEMENT	7/16/2065	$0.00
447	St. Francis Medical Center	DAVID F. RAZI M.D., INC.	PHYSICIANS-ON CALL	3/31/2019	$4,250.00
448	St. Francis Medical Center	DAVITA HEALTHCARE PARTNERS	HOSPITAL SERVICES AGREEMENT	Evergreen	$0.00
449	St. Francis Medical Center	DAVITA MEDICAL MANAGEMENT LLC	LEASE-AS LANDLORD	2/28/2019	$0.00
450	St. Francis Medical Center	DEDICATED BIOPSY SERVICES LLC (FKA BENKAI, INC. D/B/A/ DEDICATED BIOPSY SERVICES)	SERVICES-RADIOLOGY	12/7/2018	$7,160.00

See last page of exhibit for relevant footnotes

Strategic Global Management, Inc. Asset Purchase Agreement
Exhibit C - Executory Contracts and Unexpired Leases Subject to Assumption (St. Francis Medical Center) (F)

Strikethrough indicates that the referenced contract will not be assumed. All other contracts not stricken will be assumed.

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	Cure Amount (C)(D)(E)
~~451~~	~~St. Francis Medical Center~~	~~DEPUY ORTHOPEDICS INC~~	~~ORTHO BONE CEMENT ACCS AND REVISIONS~~	~~7/23/2020~~	~~$230,574.56~~
452	St. Francis Medical Center	DEPUY SYNTHES SALES INC	GENERAL ORTHO TRAUMA	10/25/2019	$0.00
453	St. Francis Medical Center	DEPUY SYNTHES SALES INC	BIOLOGICAL MESH PRODUCTS	9/30/2019	
454	St. Francis Medical Center	DERMA SCIENCES, INC.	SKIN INTEGRITY: WOUND CARE	3/31/2020	$0.00
455	St. Francis Medical Center	DEROYAL INDUSTRIES INC	TEMPERATURE MONITORING PRODUCTS	12/31/2018	$0.00
456	St. Francis Medical Center	DEROYAL INDUSTRIES INC	SKIN BREAKDOWN PREVENTION	6/30/2019	
~~457~~	~~St. Francis Medical Center~~	~~DIAGNOSTICA STAGO, INC.~~	~~HEMOSTASIS ANALYZERS, REAGENTS~~	~~7/31/2019~~	~~$824.78~~
458	St. Francis Medical Center	DINKINS, GRACIE-ANNE MD, INC.	PHYSICIANS-ON CALL	7/31/2019	$0.00
459	St. Francis Medical Center	DM SYSTEMS INC	SKIN BREAKDOWN PREVENTION	6/30/2019	$0.00
460	St. Francis Medical Center	DOHENY HEALTHY COMMUNITY INITIATIVES	GRANT AGREEMENT	8/23/2019	$0.00
~~461~~	~~St. Francis Medical Center~~	~~DOUGLASS FAMILY MORTUARIES~~	~~MORTUARY SERVICES~~	~~10/31/2019~~	~~$15,955.00~~
462	St. Francis Medical Center	DOWNEY CARDIO-MEDICAL GROUP, A PROFESSIONAL CORPORATION (FKA SINGH, ANANTJIT, MD, A PROFESSIONAL CORPORATION)	PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT	10/31/2018	$0.00
463	St. Francis Medical Center	DR MALVIN YAN, INC., A CALIFORNIA PROFESSIONAL CORPORATION	PHYSICIANS-ON CALL	3/31/2019	$0.00
464	St. Francis Medical Center	DR. ROMANENKO, INC., A PROFESSIONAL CORPORATION	PHYSICIANS-ON CALL	6/30/2019	$1,500.00
465	St. Francis Medical Center	DRAEGER MEDICAL INC	ANESTHESIA EQUIPMENT	6/30/2019	$0.00
466	St. Francis Medical Center	DRAEGER MEDICAL INC	PHYSIOLOGICAL MONITORING SYS	5/31/2021	
467	St. Francis Medical Center	DUC H. DUONG, M.D., INC.	PHYSICIANS-ON CALL	12/31/2019	$7,750.00
468	St. Francis Medical Center	DUROUSSEAU, WILBURN MD	PHYSICIANS-ON CALL	6/30/2019	$3,352.50
~~469~~	~~St. Francis Medical Center~~	~~DVA RENAL HEALTHCARE, INC. (A SUBSIDIARY OF DA VITA INC.)~~	~~CLINICAL SERVICES AGREEMENT~~	~~9/30/2018~~	~~$737,847.33~~
470	St. Francis Medical Center	E M ADAMS COMPANY INC	RESTRAINTS AND FALL PREVENTION	7/31/2020	$0.00
471	St. Francis Medical Center	EAST LOS ANGELES DOCTORS HOSPITAL (ELADH)	PATIENT TRANSFER AGREEMENT	5/31/2019	$0.00
472	St. Francis Medical Center	EASY CHOICE HEALTH PLAN	Hospital Service Agreement	Evergreen	$3,458.00
~~473~~	~~St. Francis Medical Center~~	~~ECOLAB~~	~~SOAPS LOTIONS WATERLESS RINSES~~	~~9/30/2020~~	
~~474~~	~~St. Francis Medical Center~~	~~ECOLAB~~	~~LAUNDRY PRODUCTS MAINTENANCE~~	~~12/31/2018~~	~~$435.84~~
~~475~~	~~St. Francis Medical Center~~	~~ECOLAB~~	~~ROOM TURNOVER PRODUCTS~~	~~8/31/2021~~	
476	St. Francis Medical Center	EDELSTEIN, ARTHUR J., MD, A PROFESSIONAL CORPORATION	PHYSICIANS-ON CALL	12/31/2019	$7,750.00
477	St. Francis Medical Center	EDWARD KWON, M.D., INC.	PHYSICIANS-ON CALL	7/31/2019	$13,850.00
~~478~~	~~St. Francis Medical Center~~	~~EDWARDS LIFESCIENCES~~	~~HEMODYNAMIC MONITORING PRODUCT~~	~~6/30/2020~~	
~~479~~	~~St. Francis Medical Center~~	~~EDWARDS LIFESCIENCES~~	~~THROMBECTOMY PRODUCTS~~	~~10/31/2018~~	~~$22,749.36~~
~~480~~	~~St. Francis Medical Center~~	~~EDWARDS LIFESCIENCES~~	~~PERFUSION PRODUCTS~~	~~1/31/2021~~	
~~481~~	~~St. Francis Medical Center~~	~~EDWARDS LIFESCIENCES~~	~~HEART VALVE PRODUCTS~~	~~6/11/2019~~	
482	St. Francis Medical Center	EDWARDS LIFESCIENCES, INC	CONFIDENTIALITY & NON-DISCLOSURE	5/25/2022	$0.00
483	St. Francis Medical Center	EHOB INC	SKIN BREAKDOWN PREVENTION	6/30/2019	$0.00
484	St. Francis Medical Center	EL CAMINO COLLEGE DISTRICT	STUDENT AFFILIATION AGREEMENT	12/31/2018	$0.00
485	St. Francis Medical Center	EL CAMINO COLLEGE DISTRICT	STUDENT AFFILIATION AGREEMENT	12/31/2018	
486	St. Francis Medical Center	EMERALD TEXTILE	LINEN RENTAL SERVICES	10/31/2023	$0.00
~~487~~	~~St. Francis Medical Center~~	~~ENCOMPASS GROUP LLC~~	~~REUSABLE TEXTILES AND SERVICES~~	~~11/30/2018~~	~~$374.92~~
~~488~~	~~St. Francis Medical Center~~	~~ENCOMPASS GROUP LLC~~	~~DISPOSABLE NON STERILE APPAREL~~	~~11/30/2018~~	
~~489~~	~~St. Francis Medical Center~~	~~EVOQUA WATER TECHNOLOGIES, LLC~~	~~AGREEMENT FOR SERVICES~~	~~12/1/2019~~	~~$1,186.00~~
490	St. Francis Medical Center	FARSHAD MALEKMEHR MD INC	PHYSICIANS-ON CALL	5/16/2019	
491	St. Francis Medical Center	FARSHAD MALEKMEHR MD INC	PHYSICIANS-ON CALL	5/16/2019	$22,800.00
492	St. Francis Medical Center	FARSHAD MALEKMEHR MD. INC	PHYSICIANS-ON CALL	2/28/2019	
493	St. Francis Medical Center	FIRST HEALTH	PAYOR AGREEMENT	Auto renew	$190.20
494	St. Francis Medical Center	FIRST HEALTHCARE PRODUCTS	EXAM ROOM FURNITURE EQUIPMENT	3/31/2020	$0.00
~~495~~	~~St. Francis Medical Center~~	~~FISHER AND PAYKEL HEALTHCARE INC~~	~~INFANT CARE CAPITAL EQUIPMENT~~	~~7/31/2021~~	~~$1,390.98~~
~~496~~	~~St. Francis Medical Center~~	~~FISHER AND PAYKEL HEALTHCARE INC~~	~~ACTIVE HUMIDIFICATION DEVICES~~	~~10/31/2021~~	
497	St. Francis Medical Center	FLANNERY, GARY F MD	PHYSICIANS-ON CALL	12/31/2018	$11,200.00
498	St. Francis Medical Center	FLANNERY, GARY F MD	PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT	5/31/2019	
499	St. Francis Medical Center	FLEX ED, INC	STUDENT AFFILIATION AGREEMENT	9/30/2018	$0.00
~~500~~	~~St. Francis Medical Center~~	~~FOLLETT CORP~~	~~ICE MACHINES AND DISPENSERS~~	~~6/30/2020~~	~~$1,210.96~~
501	St. Francis Medical Center	FRIEDBERG, M.D., INC., DAVID	PHYSICIANS-ON CALL	1/31/2019	
502	St. Francis Medical Center	FRIEDBERG, M.D., INC., DAVID	PHYSICIANS-DIRECTORSHIP	6/30/2019	$0.00
503	St. Francis Medical Center	FRIEDBERG, M.D., INC., DAVID	PHYSICIANS-PHYSICIAN STAFFING AGREEMENT	6/30/2019	
~~504~~	~~St. Francis Medical Center~~	~~FUJIFILM MEDICAL SYSTEMS USA INC~~	~~ENTERPRISE IMAGE MANAGEMENT~~	~~12/31/2020~~	~~$2,964.13~~
505	St. Francis Medical Center	FULMER, HUGH P., M.D. (FKA FULMER, HUGH P., M.D., INC.)	PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT	6/30/2019	$1,596.98
506	St. Francis Medical Center	FULMER, HUGH P., M.D. (FKA FULMER, HUGH P., M.D., INC.)	PHYSICIANS-DIRECTORSHIP	6/30/2019	
507	St. Francis Medical Center	GARY E FORD, M.D.	PHYSICIANS-ON CALL	6/30/2019	$0.00
508	St. Francis Medical Center	GASTRO-DIGESTIVE MEDICAL GROUP	PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT	5/31/2019	$6,723.76
509	St. Francis Medical Center	GASTRO-DIGESTIVE MEDICAL GROUP	PHYSICIANS-RECRUITMENT LOAN AGREEMENT	8/7/2020	
510	St. Francis Medical Center	GASTRO-DIGESTIVE MEDICAL GROUP	PHYSICIANS-ON CALL	1/31/2020	
511	St. Francis Medical Center	GE HEALTHCARE - OEC	CONTRACT MEDIA X-RAY	12/31/2020	$3,081.89

Strategic Global Management, Inc. Asset Purchase Agreement
Exhibit C - Executory Contracts and Unexpired Leases Subject to Assumption (St. Francis Medical Center) (F)

Strikethrough indicates that the referenced contract will not be assumed. All other contracts not stricken will be assumed.

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	Cure Amount (C)(D)(E)
512	St. Francis Medical Center	GE HEALTHCARE - OEC	ANESTHESIA EQUIPMENT	6/30/2019	~~$5,081.85~~
513	St. Francis Medical Center	GE MEDICAL SYSTEMS	PHYSIOLOGICAL MONITORING SYS	5/31/2021	$1,300.06
514	St. Francis Medical Center	GE MEDICAL SYSTEMS	FETAL MONITORING	5/31/2021	
515	St. Francis Medical Center	GE PRECISION HEALTHCARE, LLC	SERVICE AGREEMENT	2/17/2020	$0.00
516	St. Francis Medical Center	GENESIS MEDICUS, LLC	SERVICES AGREEMENT	Evergreen	$0.00
517	St. Francis Medical Center	GOLD STANDARD UROLOGY MEDICAL GROUP	PHYSICIANS-ON CALL	12/31/2018	$0.00
518	St. Francis Medical Center	GONZALES-NATE, CARMEN MD	PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT	6/30/2019	$19,293.75
~~519~~	~~St. Francis Medical Center~~	~~GRACE MEDICAL~~	~~ENT IMPLANTS AND INSTRUMENTS~~	~~10/31/2019~~	~~$180.86~~
~~520~~	~~St. Francis Medical Center~~	~~GRAINGER INC~~	~~MAINTENANCE REPAIR OPERATIONS~~	~~4/30/2022~~	~~$38,005.55~~
521	St. Francis Medical Center	GRAND CANYON UNIVERSITY	STUDENT AFFILIATION AGREEMENT	11/16/2019	$0.00
522	St. Francis Medical Center	GS SOLUTIONS INC DBA GS MEDICAL	SPINAL IMPLANTS AND RELATED PRODUCTS	6/30/2020	$0.00
~~523~~	~~St. Francis Medical Center~~	~~GSSI INC.~~	~~SERVICE AGREEMENT~~	~~2/28/2019~~	~~$85,194.00~~
524	St. Francis Medical Center	HARDING YOUNG	PHYSICIANS-DIRECTORSHIP	5/31/2019	$6,577.00
~~525~~	~~St. Francis Medical Center~~	~~HARDY DIAGNOSTICS~~	~~MANUAL MICROBIOLOGY~~	~~12/31/2019~~	~~$7,043.31~~
526	St. Francis Medical Center	HATAKEYAMA CONSULTING INC	SERVICES-CONSULTING	10/8/2018	$0.00
527	St. Francis Medical Center	HEALTH NET	PROVIDER PARTICIPATION AGREEMENT	Evergreen	$57,441.64
528	St. Francis Medical Center	HEALTH NET	PROVIDER PARTICIPATION AGREEMENT	Evergreen	
529	St. Francis Medical Center	HEALTH NET	Hospital Service Agreement	Evergreen	
530	St. Francis Medical Center	HEALTH NET	Hospital Service Agreement	Evergreen	
~~531~~	~~St. Francis Medical Center~~	~~HEALTHCARE APPRAISERS, INC.~~	~~INDEPENDENT CONTRACTOR~~	~~4/30/2021~~	~~$11,709.00~~
532	St. Francis Medical Center	HEALTHCARE LA	RISK SHARING AGREEMENT	12/31/2017	$2,010.13
~~533~~	~~St. Francis Medical Center~~	~~HEALTHCARE TRANSFORMATION, INC. (DBA HCT EXECUTIVE INTERIM MANAGEMENT AND CONSULTING, INC.)~~	~~SERVICES CONSULTING~~	~~5/14/2020~~	~~$229,987.13~~
534	St. Francis Medical Center	HEALTHIMPACT	SERVICES-SOFTWARE MAINTENANCE AND SUPPORT	11/29/2019	$0.00
535	St. Francis Medical Center	HEALTHMARK INDUSTRIES CO	STERILIZATION POUCHES	9/30/2019	$0.00
536	St. Francis Medical Center	HEALTHMARK INDUSTRIES CO	STERILIZATION ASSURANCE	9/30/2019	
537	St. Francis Medical Center	HEALTHMARK INDUSTRIES CO	CLEANING VALIDATION SUPPORT	9/30/2019	
538	St. Francis Medical Center	HEALTHSOURCE GLOBAL STAFFING, INC.	SERVICES-STAFFING	1/19/2020	$0.00
~~539~~	~~St. Francis Medical Center~~	~~HELMER SCIENTIFIC~~	~~GENERAL LABORATORY PRODUCTS~~	~~3/31/2021~~	~~$131.75~~
540	St. Francis Medical Center	HENRY, M.D., GERALD P.	PHYSICIANS-ON CALL	6/30/2019	$2,250.00
541	St. Francis Medical Center	HERITAGE PROVIDER NETWORK	HOSPITAL SERVICES AGREEMENT	Evergreen	$0.00
~~542~~	~~St. Francis Medical Center~~	~~HILL ROM CO PARTS ONLY~~	~~AIRWAY CLEARANCE PRODUCTS~~	~~4/30/2021~~	
~~543~~	~~St. Francis Medical Center~~	~~HILL ROM CO PARTS ONLY~~	~~NURSE CALL SYSTEMS~~	~~4/30/2021~~	~~$1,244.72~~
~~544~~	~~St. Francis Medical Center~~	~~HILL ROM CO PARTS ONLY~~	~~PATIENT LIFTS~~	~~7/31/2021~~	
545	St. Francis Medical Center	HOLLISTER INC	ENDO TUBES AND RELATED PROD -ANCHOR FAST	12/31/2018	$0.00
546	St. Francis Medical Center	HOLLISTER INC	ENTEROSTOMAL THERAPY PRODUCTS	12/31/2019	
547	St. Francis Medical Center	HOLLISTER INC	GENERAL UROLOGIC PRODUCTS	2/28/2019	
548	St. Francis Medical Center	HOLOGIC SURGICAL AND DIAGNOSTICS	SPECIALTY WOMENS HEALTH SURG	1/31/2021	$9,514.58
549	St. Francis Medical Center	HONG, ANDY, M.D., INC.	PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT	10/31/2018	$0.00
550	St. Francis Medical Center	HOPEVALE PROPERTIES LP (RELIABLE PROPERTIES) FKA CHUNG SUK PU FKA WIN PROPERTY MANAGEMENT	LEASE-AS TENANT	4/30/2019	$0.00
551	St. Francis Medical Center	HOSSEIN EFTEKHARI, M.D.	PHYSICIANS-ON CALL	3/31/2019	$0.00
552	St. Francis Medical Center	HOSSEIN EFTEKHARI, M.D.	PHYSICIANS-DIRECTORSHIP	5/31/2019	
553	St. Francis Medical Center	HOUSECALL DOCTORS	CONFIDENTIALITY & NON-DISCLOSURE	2/23/2019	$0.00
554	St. Francis Medical Center	HOVERTECH INTERNATIONAL	PATIENT LATERAL TRANSFER DEVCS	7/31/2021	$0.00
555	St. Francis Medical Center	HUB CITIES CONSORTIUM	MEMORANDUM OF UNDERSTANDING	6/30/2019	$0.00
556	St. Francis Medical Center	HUFFBURT PROPERTY LLC (FKA JAMES H. DEWALD TRUST)	LEASE-AS TENANT	4/30/2019	$0.00
557	St. Francis Medical Center	HUFFBURT PROPERTY LLC (FKA JAMES H. DEWALD TRUST)	LEASE-AS TENANT	4/30/2019	
558	St. Francis Medical Center	HUNTINGTON PARK DIALYSIS	PATIENT TRANSFER AGREEMENT	9/17/2019	$0.00
559	St. Francis Medical Center	I C MEDICAL	SMOKE EVACUATION SYSTEMS	8/31/2019	$0.00
~~560~~	~~St. Francis Medical Center~~	~~ICU MEDICAL SALES INC~~	~~INFUSION SETS~~	~~1/31/2020~~	
~~561~~	~~St. Francis Medical Center~~	~~ICU MEDICAL SALES INC~~	~~NEEDLELESS CONNECTORS~~	~~1/31/2025~~	~~$4,376.48~~
~~562~~	~~St. Francis Medical Center~~	~~ICU MEDICAL SALES INC~~	~~HEMODYNAMIC MONITORING PRODUCT~~	~~6/30/2020~~	
563	St. Francis Medical Center	IM, SAMUEL S., M.D., INC.	PHYSICIANS-DIRECTORSHIP	12/31/2018	$0.00
~~564~~	~~St. Francis Medical Center~~	~~IMMUCOR INC~~	~~BLOOD BANK ALANYZERS REAGENTS~~	~~1/31/2019~~	~~$1,358.38~~
565	St. Francis Medical Center	IMPERIAL CARE DIALYSIS	PATIENT TRANSFER AGREEMENT	4/30/2019	$0.00
~~566~~	~~St. Francis Medical Center~~	~~INCISIVE SURGICAL~~	~~ENDOMECHANICAL PRODUCTS~~	~~3/31/2021~~	~~$8,839.66~~
567	St. Francis Medical Center	INNOVATIVE HEALTHCARE CORPORATION	PATIENT CLENSING SKIN CARE	5/31/2019	$0.00
568	St. Francis Medical Center	INNOVATIVE PEST CONTROL	PEST CONTROL SERVICES	12/31/2019	$0.00
569	St. Francis Medical Center	INNOVATIVE STRATEGIES & SOLUTIONS INC.	INDEPENDENT CONTRACTOR	6/18/2019	$5,216.40
~~570~~	~~St. Francis Medical Center~~	~~INTEGRA LIFESCIENCES CORPORATION~~	~~NEUROSURGICAL DURAL REPAIR~~	~~8/31/2020~~	
~~571~~	~~St. Francis Medical Center~~	~~INTEGRA LIFESCIENCES CORPORATION~~	~~LAPAROSCOPIC SURGICAL INSTRUMENTS~~	~~1/31/2019~~	~~$15,444.32~~
~~572~~	~~St. Francis Medical Center~~	~~INTEGRA LIFESCIENCES CORPORATION~~	~~SURGICAL INSTRUMENTS~~	~~1/31/2019~~	

See last page of exhibit for relevant footnotes

Strategic Global Management, Inc. Asset Purchase Agreement
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Strikethrough indicates that the referenced contract will not be assumed. All other contracts not stricken will be assumed.

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	Cure Amount (C)(D)(E)
573	St. Francis Medical Center	INTEGRATED HEALING TECHNOLOGIES LLC	NEG PRESSURE WOUND THERAPY	5/31/2019	$0.00
574	St. Francis Medical Center	INTEGRATED MEDICAL SYSTEMS INTERNATIONAL	SURGICAL INST AND SCOPE REPAIR	1/31/2019	$0.00
575	St. Francis Medical Center	INTERACTIVATION HEALTH NETWORKS	LICENSE-SOFTWARE SUBSCRIPTION	11/30/2019	$0.00
576	St. Francis Medical Center	INTERMETRO INDUSTRIES CORP	MODULAR CASEWORK, STORAGE SYS	6/30/2021	$0.00
577	St. Francis Medical Center	INTERPERSONAL PSYCHOTHERAPY INSTITUTE LLC	VENDOR TRAINING AGREEMENT	8/21/2019	$0.00
578	St. Francis Medical Center	INTERPLAN	PAYOR AGREEMENT	Auto renew	$0.00
579	St. Francis Medical Center	INTERSURGICAL, INC.	NON-INFLATABLE SUPRAGLOTTIC	3/31/2019	$0.00
580	St. Francis Medical Center	INTERVENTIONAL NEURORADIOLOGY, INC.	PHYSICIANS-DIRECTORSHIP	12/31/2020	
581	St. Francis Medical Center	INTERVENTIONAL NEURORADIOLOGY, INC.	PHYSICIANS-ON CALL	2/28/2021	$0.00
582	St. Francis Medical Center	INTERVENTIONAL NEURORADIOLOGY, INC.	TELECOMMUNICATIONS	12/31/2021	
583	St. Francis Medical Center	INTRA RX LYNWOOD	MEMORANDUM OF UNDERSTANDING	6/30/2019	$0.00
584	St. Francis Medical Center	INVUITY INC	ADVANCED INTRACAVITY	10/31/2020	$5,457.38
585	St. Francis Medical Center	J&S HOME HEALTH SERVICES, INC.	MANAGED CARE VENDOR AGREEMENT	1/31/2019	$0.00
586	St. Francis Medical Center	J, L AND J, INC. (FKA JONATHAN A. PRYOR, M.D.)	PHYSICIANS-ON CALL	6/30/2019	$11,000.00
587	St. Francis Medical Center	JA NEURODIAGNOTICS MEDICAL SERVICES, INC.	SERVICE AGREEMENT	7/31/2019	$26,930.00
588	St. Francis Medical Center	JAGAN N. BANSAL, M.D., INC., A PROFESSIONAL CORPORATION	PHYSICIANS-ON CALL	3/31/2019	$2,000.00
589	St. Francis Medical Center	JOHN 'DOC' ELLIOTT DBA PHOENIX TRAINING GROUP	STUDENT AFFILIATION AGREEMENT	11/8/2019	$0.00
~~590~~	~~St. Francis Medical Center~~	~~JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC~~	~~LOW TEMPERATURE STERILIZATION~~	~~2/28/2021~~	
~~591~~	~~St. Francis Medical Center~~	~~JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC~~	~~HIGH LEVEL DISINFECTANTS~~	~~4/30/2020~~	
~~592~~	~~St. Francis Medical Center~~	~~JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC~~	~~ANTI-INFECTION SITE DRESSING~~	~~7/31/2020~~	
~~593~~	~~St. Francis Medical Center~~	~~JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC~~	~~SURGICAL INCONTINENCE PRODUCTS~~	~~2/28/2019~~	
~~594~~	~~St. Francis Medical Center~~	~~JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC~~	~~SURGICAL MESH PRODUCTS~~	~~9/30/2019~~	~~$125,739.80~~
~~595~~	~~St. Francis Medical Center~~	~~JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC~~	~~SYNTHETIC BIOABSORBABLE MESH~~	~~9/30/2019~~	
~~596~~	~~St. Francis Medical Center~~	~~JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC~~	~~KNOTLESS TISSUE CLOSURE DEVICE~~	~~3/31/2021~~	
~~597~~	~~St. Francis Medical Center~~	~~JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC~~	~~SURGICAL ENERGY PRODUCTS~~	~~3/31/2021~~	
~~598~~	~~St. Francis Medical Center~~	~~JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC~~	~~WOUND DRAINAGE PRODUCTS~~	~~5/31/2019~~	
599	St. Francis Medical Center	JONES, REGINALD J. MD, F.A.C.S., INC.	PHYSICIANS-ON CALL	7/31/2019	$0.00
600	St. Francis Medical Center	JOSE N. MONTANO, M.D.	PHYSICIAN EMPLOYMENT AGREEMENT	2/19/2019	$0.00
601	St. Francis Medical Center	JOSEPH L. MCQUIRTER, DDS, INC.	PHYSICIANS-ON CALL	12/31/2019	$4,275.00
~~602~~	~~St. Francis Medical Center~~	~~JOURNEY OUT~~	~~SERVICES AGREEMENT~~	~~6/30/2019~~	~~$10,120.00~~
603	St. Francis Medical Center	JWCH INSTITUTE INC. D/B/A WESLEY HEALTH CENTERS	PATIENT TRANSFER AGREEMENT	6/1/2019	$0.00
604	St. Francis Medical Center	KAISER	HOSPITAL SERVICES AGREEMENT	Evergreen	$16,976.64
605	St. Francis Medical Center	KARL STORZ ENDOSCOPY AMERICA INC	LAPAROSCOPIC SURGICAL INSTRUMENTS	1/31/2019	$0.00
606	St. Francis Medical Center	KARL STORZ ENDOSCOPY AMERICA INC	SURGICAL ENDOSCOPY - RIGID	12/31/2020	
~~607~~	~~St. Francis Medical Center~~	~~KATHY'S UNIFORM~~	~~AGREEMENT FOR SERVICES~~	~~6/30/2020~~	~~$0.00~~
608	St. Francis Medical Center	KAUSHAL R. TAMBOLI, M.D., INC. DBA CARDIOVASCULAR MEDICAL ASSOCIATES, INC.	PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT	10/31/2018	$0.00
609	St. Francis Medical Center	KAUSHAL R. TAMBOLI, M.D., INC. DBA CARDIOVASCULAR MEDICAL ASSOCIATES, INC.	PHYSICIANS-ON CALL	3/31/2019	
~~610~~	~~St. Francis Medical Center~~	~~KCI USA INC~~	~~SKIN INTEGRITY: WOUND CARE~~	~~3/31/2020~~	~~$63,620.62~~
~~611~~	~~St. Francis Medical Center~~	~~KCI USA INC~~	~~NEG PRESSURE WOUND THERAPY~~	~~9/30/2019~~	
612	St. Francis Medical Center	KECK HOSPITAL OF USC	PATIENT TRANSFER AGREEMENT	4/30/2022	$0.00
~~613~~	~~St. Francis Medical Center~~	~~KENTEC MEDICAL INC~~	~~OBSTETRICAL MONITORING DEVICES~~	~~8/31/2020~~	~~$26,391.80~~
~~614~~	~~St. Francis Medical Center~~	~~KEY SURGICAL INC~~	~~INSTRUMENT CLEANERS AND ENZYMATICS~~	~~9/30/2019~~	~~$1,156.36~~
615	St. Francis Medical Center	KLS MARTIN LP	MAXILLOFACIAL PLATING SYSTEMS	10/31/2019	$0.00
616	St. Francis Medical Center	KOCH FILTER CORPORATION	AIR FILTRATION PRODUCTS	8/31/2021	$0.00
617	St. Francis Medical Center	LA CARE HEALTH PLAN	GRANT AGREEMENT	3/25/2019	
618	St. Francis Medical Center	LA CARE HEALTH PLAN	PAYOR AGREEMENT	Auto renew	$61,251.74
619	St. Francis Medical Center	LA Healthcare	Hospital Service Agreement	Evergreen	
620	St. Francis Medical Center	LABORATORY ENVIRONMENT SUPPORT SYSTEMS	REPROCESSED DISPOSABLES	2/28/2019	$0.00
621	St. Francis Medical Center	LAFOLLETTE, JOHNSON, DEHAAS, FESLER & AMES, A PROFESSIONAL CORPORATION	SERVICES-PROFESSIONAL	3/31/2019	$0.00
622	St. Francis Medical Center	LAKESIDE MANUFACTURING INC	STAINLESS STEEL EQUIPMENT	6/30/2021	$0.00
~~623~~	~~St. Francis Medical Center~~	~~LANDMARK ANESTHESIA MEDICAL GROUP~~	~~PHYSICIANS-PROFESSIONAL AND ADMINISTRATIVE SERVICES~~	~~9/16/2019~~	~~$173,543.00~~
624	St. Francis Medical Center	LASER MEDICAL SERVICES, INC.	EQUIPMENT-LEASE/RENTAL	7/31/2019	$0.00
~~625~~	~~St. Francis Medical Center~~	~~LEICA MICROSYSTEMS INC~~	~~HISTOLOGY AND CYTOLOGY~~	~~3/31/2021~~	~~$445.41~~
626	St. Francis Medical Center	LHMS DCHS CBS	BUSINESS ASSOCIATE AGREEMENT	12/31/2065	$0.00
627	St. Francis Medical Center	LHMS DCHS CBS	BUSINESS ASSOCIATE AGREEMENT	12/31/2065	
~~628~~	~~St. Francis Medical Center~~	~~LIFENET HEALTH~~	~~BONE AND BONE SUBSTITUTE PRODS~~	~~6/30/2021~~	~~$182.80~~
~~629~~	~~St. Francis Medical Center~~	~~LIFENET HEALTH~~	~~TISSUE IMPLANTABLE PRODUCTS~~	~~6/30/2021~~	
630	St. Francis Medical Center	LIMAR ADULT DAY HEALTH CARE CENTER	PATIENT TRANSFER AGREEMENT	4/30/2019	$0.00
~~631~~	~~St. Francis Medical Center~~	~~LIVANOVA USA INC~~	~~PERFUSION PRODUCTS~~	~~1/31/2021~~	~~$2,075.00~~
~~632~~	~~St. Francis Medical Center~~	~~LIVANOVA USA INC~~	~~HEART VALVE PRODUCTS~~	~~6/30/2019~~	
633	St. Francis Medical Center	LOGIQUIP	HIGH DENSITY MOBILE STORAGE	6/30/2021	$0.00
634	St. Francis Medical Center	LONG BEACH COMMUNITY COLLEGE DISTRICT	STUDENT AFFILIATION AGREEMENT	8/31/2019	$0.00
635	St. Francis Medical Center	LONG BEACH MEMORIAL MEDICAL CENTER	PROVIDER SERVICES AGREEMENT	Evergreen	
636	St. Francis Medical Center	LONG BEACH MEMORIAL MEDICAL CENTER	PROVIDER SERVICES AGREEMENT	Evergreen	$0.00
637	St. Francis Medical Center	LONG BEACH MEMORIAL MEDICAL CENTER	PATIENT TRANSFER AGREEMENT	12/31/2023	

See last page of exhibit for relevant footnotes

Strategic Global Management, Inc. Asset Purchase Agreement
Exhibit C - Executory Contracts and Unexpired Leases Subject to Assumption (St. Francis Medical Center) (F)

Strikethrough indicates that the referenced contract will not be assumed. All other contracts not stricken will be assumed.

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	Cure Amount (C)(D)(E)
~~638~~	~~St. Francis Medical Center~~	~~LOOMIS ARMORED US LLC~~	~~SERVICES ARMORED CARRIER~~	~~Evergreen~~	~~$3,647.78~~
639	St. Francis Medical Center	LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST PROPOSITION 10 COMMISSION (AKA FIRST 5 LA)	GRANT AGREEMENT	6/30/2019	$0.00
640	St. Francis Medical Center	LOVE ON 4 PAWS, INC	SERVICES AGREEMENT	6/30/2020	$0.00
641	St. Francis Medical Center	LUI, STEPHEN, M.D., INC.	PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT	10/31/2018	$39.91
642	St. Francis Medical Center	LUMINEX CORPORATION	MOLECULAR RAPID QUALITIVE	9/30/2020	$0.00
643	St. Francis Medical Center	LYNWOOD UNIFIED SCHOOL DISTRICT	STUDENT AFFILIATION AGREEMENT	12/31/2019	$0.00
644	St. Francis Medical Center	LYNWOOD UNIFIED SCHOOL DISTRICT HEALTH COLLABORATIVE	MEMORANDUM OF UNDERSTANDING	6/30/2022	$0.00
645	St. Francis Medical Center	MACRO HELIX LLC	LICENSE AGREEMENT	5/15/2022	$2,949.75
646	St. Francis Medical Center	MAILFINANCE INC. (AS ASSIGNEE OF HASLER FINANCIAL SERVICES, LLC AND NEOPOST LEASING, INC. ("MAILFINANCE")	EQUIPMENT-LEASE/RENTAL	5/31/2019	$0.00
~~647~~	~~St. Francis Medical Center~~	~~MAINTEX INC~~	~~HOUSEKEEPING SUPPLIES~~	~~12/31/2019~~	~~$2,500.00~~
648	St. Francis Medical Center	MALAMUD, ARIEL, M. D.	PHYSICIANS-ON CALL	1/31/2019	$0.00
~~649~~	~~St. Francis Medical Center~~	~~MANAGED CARE SUPPORT SYSTEMS, L.L.C.~~	~~AGREEMENT FOR SERVICES~~	~~9/30/2019~~	~~$3,820.00~~
650	St. Francis Medical Center	MANISH MEHTA M.D., INC.	PHYSICIANS-ON CALL	6/30/2019	$0.00
~~651~~	~~St. Francis Medical Center~~	~~MAQUET MEDICAL SYSTEMS USA~~	~~SURGICAL MESH PRODUCTS~~	~~6/30/2022~~	
~~652~~	~~St. Francis Medical Center~~	~~MAQUET MEDICAL SYSTEMS USA~~	~~CHEST DRAINAGE PRODUCTS~~	~~2/28/2021~~	
~~653~~	~~St. Francis Medical Center~~	~~MAQUET MEDICAL SYSTEMS USA~~	~~INTRA-AORTIC BALLOON CATHETERS~~	~~10/31/2020~~	
~~654~~	~~St. Francis Medical Center~~	~~MAQUET MEDICAL SYSTEMS USA~~	~~VASCULAR GRAFTS~~	~~3/31/2020~~	~~$445.43~~
~~655~~	~~St. Francis Medical Center~~	~~MAQUET MEDICAL SYSTEMS USA~~	~~OPEN HEART DISPOSABLE SUPPLIES~~	~~10/12/2020~~	
~~656~~	~~St. Francis Medical Center~~	~~MAQUET MEDICAL SYSTEMS USA~~	~~ENDOVASCULAR VEIN HARVESTING~~	~~10/31/2020~~	
~~657~~	~~St. Francis Medical Center~~	~~MAQUET MEDICAL SYSTEMS USA~~	~~BRONCHIAL TRACHEAL STENTS~~	~~5/31/2019~~	
~~658~~	~~St. Francis Medical Center~~	~~MARPAC INC~~	~~ENDO TUBES AND RELATED PRODUCTS~~	~~12/31/2018~~	~~$245.25~~
659	St. Francis Medical Center	MARTIN LUTHER KING JR. COMMUNITY HOSPITAL	PATIENT TRANSFER AGREEMENT	12/31/2020	$0.00
660	St. Francis Medical Center	MARYVILLE UNIVERSITY - ST LOUIS	STUDENT AFFILIATION AGREEMENT	6/30/2019	$0.00
~~661~~	~~St. Francis Medical Center~~	~~MASIMO CORPORATION~~	~~PULSE OXIMETRY AND CAPNOGRAPHY~~	~~4/30/2021~~	~~$31,913.02~~
662	St. Francis Medical Center	MATERNAL-FETAL MEDICINE ASSOCIATES, A MEDICAL CORPORATION	PHYSICIANS-ON CALL	6/30/2018	$50,375.00
663	St. Francis Medical Center	MATERNAL-FETAL MEDICINE ASSOCIATES, A MEDICAL CORPORATION	PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT	6/30/2019	
664	St. Francis Medical Center	MAXINE ANDERSON, M.D.	INDEPENDENT CONTRACTOR	11/21/2018	$13,883.13
665	St. Francis Medical Center	MAXINE ANDERSON, M.D.	CHIEF OF STAFF	12/31/2019	
666	St. Francis Medical Center	MCLEAN, MICHAEL K, M. D.	PHYSICIANS-ON CALL	9/30/2018	$0.00
667	St. Francis Medical Center	MDM COMMERCIAL ENTERPRISES INC	APPLIANCES AND RELATED PRODUCT	5/31/2021	$0.00
~~668~~	~~St. Francis Medical Center~~	~~MEAD JOHNSON & CO~~	~~INFANT FORMULA~~	~~11/30/2020~~	~~$727.66~~
669	St. Francis Medical Center	MEDACTA USA INC	ORTHOPEDIC TOTAL JOINT IMPLANTS	5/31/2019	$0.00
~~670~~	~~St. Francis Medical Center~~	~~MEDCOMP~~	~~DIALYSIS PRODUCTS~~	~~10/31/2020~~	~~$4,623.00~~
~~671~~	~~St. Francis Medical Center~~	~~MEDELA BREASTFEEDING DIV~~	~~BREAST PUMPS AND ACCESSORIES~~	~~3/31/2020~~	~~$1,282.67~~
672	St. Francis Medical Center	MEDICAL ACTION INDUSTRIES	IV SITE MANAGEMENT	12/31/2019	$0.00
673	St. Francis Medical Center	MEDICAL CHEMICAL CORP	HISTOLOGY AND CYTOLOGY	12/27/2018	$0.00
674	St. Francis Medical Center	MEDICAL OPTICS INC	SURGICAL INST AND SCOPE REPAIR	1/31/2019	$0.00
675	St. Francis Medical Center	MEDICAL UNIVERSITY OF THE AMERICAS	STUDENT AFFILIATION AGREEMENT	8/1/2026	$0.00
~~676~~	~~St. Francis Medical Center~~	~~MEDIVATORS INC~~	~~AUTO ENDOSCOPIC REPROCESSOR~~	~~2/28/2021~~	~~$10,744.97~~
~~677~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~BREAST PUMP AND ACCESSORIES~~	~~10/31/2020~~	
~~678~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~ENDO TUBES AND RELATED PROD -ANCHOR FAST~~	~~12/31/2018~~	
~~679~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~EXAM GLOVES~~	~~4/30/2019~~	
~~680~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~MEDICAL NUTRITION PRODUCTS 10+CS BRACKET~~	~~7/31/2020~~	
~~681~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~CAN LINERS~~	~~7/31/2020~~	
~~682~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~CONTRACT MEDIA BARIUM~~	~~12/31/2020~~	
~~683~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~LABELS ID BANDS RELATED PRODS~~	~~1/31/2019~~	
~~684~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~STERILIZATION ASSURANCE~~	~~9/30/2019~~	
~~685~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~INSTRUMENT CLEANERS ENZYMATICS~~	~~9/30/2019~~	
~~686~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~POST MORTEM EQUIP AND SUPPLIES~~	~~6/30/2020~~	
~~687~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~CHART PAPER AND RELATED PRODUCTS~~	~~8/31/2020~~	
~~688~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~TAPE PRODUCTS~~	~~1/31/2020~~	
~~689~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~SHARPS DISPOSABLE CONTAINERS~~	~~4/30/2020~~	
~~690~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~SKIN INTEGRITY: WOUND CARE~~	~~3/31/2020~~	
~~691~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~HIGH LEVEL DISINFECTANTS~~	~~4/30/2020~~	
~~692~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~ELECTRONIC THERMOMETRY~~	~~5/31/2020~~	
~~693~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~BLADDER SCANNERS~~	~~5/31/2020~~	
~~694~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~CENTRAL VENOUS ACCESS RODUCTS~~	~~6/30/2020~~	
~~695~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~CHLOROHEXADINE GLUCONATE (CHG)~~	~~7/31/2020~~	
~~696~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~DISPOSABLE LABOR AND DELIVERY~~	~~8/31/2020~~	
~~697~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~SOAPS LOTIONS WATERLESS RINSES~~	~~9/30/2020~~	
~~698~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~NEONATAL DEVELOPMENTAL PRODUCT~~	~~10/31/2020~~	

Strategic Global Management, Inc. Asset Purchase Agreement
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Strikethrough indicates that the referenced contract will not be assumed. All other contracts not stricken will be assumed.

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	Cure Amount (C)(D)(E)
~~699~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~ARTERIAL BLOOD GAS KITS~~	~~11/30/2020~~	
~~700~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~SAFETY HUBER NEEDLES~~	~~2/28/2021~~	
~~701~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~MOBILITY AIDS~~	~~7/31/2021~~	
~~702~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~PERSONAL CARE KITS~~	~~7/31/2021~~	
~~703~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~CENTRAL VENOUS ACCESS PRODUCTS~~	~~6/30/2017~~	
~~704~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~CLOSED VENTILATION SUCTION~~	~~10/31/2018~~	
~~705~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~VCT ANTI EMBOLISM STOCKINGS~~	~~11/30/2021~~	
~~706~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~RESPIRATORY THERAPY PRODUCTS~~	~~10/31/2018~~	
~~707~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~BEDSIDE PROCEDURE TRAYS~~	~~1/31/2019~~	
~~708~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~SUTURE REMOVAL LACERATION TRAY~~	~~1/31/2019~~	
~~709~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~SKIN BREAKDOWN PREVENTION~~	~~6/30/2019~~	
~~710~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~ORAL CARE~~	~~7/31/2019~~	
~~711~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~SAFETY HYPODERMIC PRODUCTS~~	~~9/30/2019~~	
~~712~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~STANDARD HYPODERMIC PRODUCTS~~	~~9/30/2019~~	
~~713~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~BANDAGES, DRESSINGS AND GAUZE~~	~~10/30/2019~~	
~~714~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~ADHESIVE SKIN CLSOURES~~	~~1/31/2020~~	
~~715~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~INFANT DIAPERS AND PRODUCTS~~	~~12/31/2019~~	
~~716~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~ENTEROSTOMAL THERAPY PRODUCTS~~	~~3/31/2020~~	
~~717~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~TRANSPARENT DRESSINGS~~	~~1/31/2020~~	
~~718~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~COHESIVE BANDAGES~~	~~1/31/2020~~	
~~719~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~ENDO TUBES AND RELATED PRODUCTS~~	~~12/31/2018~~	
~~720~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~TEMPERATURE MONITORING PRODUCTS~~	~~12/31/2018~~	
~~721~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~REGIONAL ANESTHESIA TRAYS~~	~~1/31/2019~~	
~~722~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~PATIENT PREP CLIPPERS BLADES~~	~~1/31/2019~~	
~~723~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~OR EQUIPMENT DRAPES~~	~~3/31/2019~~	
~~724~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~SURGICAL PATIENT PREP PRODUCTS~~	~~3/31/2019~~	
~~725~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~SMOKE EVACUATION SYSTEMS~~	~~8/31/2019~~	
~~726~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~SURGICAL BLADES~~	~~9/30/2019~~	
~~727~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~SURGICAL AUTOMATIC TOURNIQUET~~	~~10/31/2019~~	
~~728~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~SURGICAL AND ISOLATION MASKS~~	~~12/31/2019~~	
~~729~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~CASTING AND SPLINTING SUPPLIES~~	~~10/31/2019~~	
~~730~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~PAIN MGMT LOCAL ANESTHETIC~~	~~5/31/2020~~	
~~731~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~LARYNGEAL MASK AIRWAYS~~	~~7/31/2020~~	
~~732~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~CHEST DRAINAGE PRODUCTS~~	~~2/28/2021~~	
~~733~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~SURGICAL HAND PREPS~~	~~4/30/2021~~	
~~734~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~TEXTILES (REUSEABLE) AND LAUNDRY SERVICE~~	~~11/30/2018~~	
~~735~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~SECUREMENT AND STABLIZATION PRODUCTS~~	~~10/30/2019~~	
~~736~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~LAUNDRY PRODUCTS MAINTENANCE~~	~~12/31/2018~~	
~~737~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~INFANT FORMULA - BABY FRIENDLY~~	~~2/28/2021~~	
~~738~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~NEONATAL DEVELOPMENTAL PRODUCT~~	~~10/31/2020~~	
~~739~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~SURGEON GLOVES~~	~~4/30/2019~~	
~~740~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~DOCUMENTATION SOLUTION SYSTEMS~~	~~12/31/2018~~	
~~741~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~DISPOSABLE VAGINAL SPECULUMS~~	~~6/30/2019~~	
~~742~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~THROMBECTOMY PRODUCTS~~	~~10/31/2018~~	
~~743~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~EXTERNAL DEFIBRILLATORS~~	~~5/31/2019~~	
~~744~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~NON INVASIVE CARDIOLOGY EQUIP~~	~~5/31/2021~~	
~~745~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~MEDICAL NUTRITIONAL PRODUCTS~~	~~7/31/2020~~	
~~746~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~FEEDING PUMPS DEVICES SETS~~	~~7/31/2021~~	
~~747~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~REUSABLE TEXTILES AND SERVICES~~	~~11/30/2018~~	
~~748~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~PAPER TOWLS AND TISSUES~~	~~9/30/2019~~	~~$870,486.72~~
~~749~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~INFUSION DEVICES~~	~~1/31/2020~~	
~~750~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~INFUSION SETS~~	~~1/31/2020~~	
~~751~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~IV FLUIDS, BAG BASED DRUG~~	~~1/31/2020~~	
~~752~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~IV FLUIDS, BAG BASED DRUG~~	~~1/31/2020~~	
~~753~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~PHARMACY COMPOUNDING EQUIPMENT~~	~~1/31/2020~~	
~~754~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~NEEDLELESS CONNECTORS~~	~~1/31/2025~~	
~~755~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~BLOOD GLUCOSE METERS, REAGENTS~~	~~3/31/2021~~	
~~756~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~CRIBS, BASSINETS, YOUTH BEDS~~	~~3/31/2019~~	
~~757~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~INSTRUMENT CONTAINERS~~	~~1/31/2019~~	
~~758~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~POLYSOMNOGRAPHY NEUROLOGICAL~~	~~4/30/2019~~	
~~759~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~STERILIZATION POUCHES~~	~~9/30/2019~~	
~~760~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~AUTO ENDOSCOPIC REPROCESSOR~~	~~2/28/2021~~	
~~761~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~LOW TEMPERATURE STERILIZATION~~	~~2/28/2021~~	
~~762~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~STEAM STERILIZERS~~	~~2/28/2021~~	
~~763~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~WASHERS AND DECONTAMINATORS~~	~~2/28/2021~~	
~~764~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~PULSE OXIMETRY AND CAPNOGRAPHY~~	~~4/30/2021~~	
~~765~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~STAINLESS STEEL EQUIPMENT~~	~~6/30/2021~~	
~~766~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~SKIN INTEGRITY: SKIN CLENSER~~	~~3/31/2020~~	
~~767~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~SKIN INTEGRITY: COMP WRAPS~~	~~3/31/2020~~	
~~768~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~INTERMEDIATE LEVEL DISINFECTANT WIPES~~	~~4/30/2020~~	
~~769~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~INTERMEDIATE LEVEL WIPES~~	~~4/30/2020~~	

See last page of exhibit for relevant footnotes

Strategic Global Management, Inc. Asset Purchase Agreement
Exhibit C - Executory Contracts and Unexpired Leases Subject to Assumption (St. Francis Medical Center) (F)

Strikethrough indicates that the referenced contract will not be assumed. All other contracts not stricken will be assumed.

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	Cure Amount (C)(D)(E)
~~770~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~BREAST PUMPS AND ACCESSORIES~~	~~3/31/2020~~	
~~771~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~PATIENT BEDSIDE PRODUCTS~~	~~6/30/2020~~	
~~772~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~HEMODYNAMIC MONITORING PRODUCT~~	~~6/30/2020~~	
~~773~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~EXAM TABLE PAPER~~	~~6/30/2020~~	
~~774~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~CHLORHEXIDINE GLUCONATE (CHG)~~	~~7/31/2020~~	
~~775~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~ANTI-INFECTION SITE DRESSING~~	~~7/31/2020~~	
~~776~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~RESTRAINTS AND FALL PREVENTION~~	~~7/31/2020~~	
~~777~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~OBSTETRICAL MONITORING DEVICES~~	~~8/31/2020~~	
~~778~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~CATHETER TUBE SECUREMENT~~	~~8/31/2020~~	
~~779~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~ECG ELECTRODES, CABLES, LEADS~~	~~9/30/2020~~	
~~780~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~DIALYSIS PRODUCTS~~	~~10/31/2020~~	
~~781~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~PATIENT TEMPERATURE PRODUCTS~~	~~12/31/2020~~	
~~782~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~AUDITORY AND VISUAL EXAM~~	~~4/30/2021~~	
~~783~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~SUCTION CANISTERS YANKAUERS~~	~~10/31/2018~~	
~~784~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~DISPOSABLE NON-STERILE APPAREL~~	~~11/30/2021~~	
~~785~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~DISPOSABLE NON-STERILE APPAREL~~	~~11/30/2018~~	
~~786~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~ACTIVE HUMIDIFICATION DEVICES~~	~~10/31/2021~~	
~~787~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~GENERAL UROLOGICAL PRODUCTS~~	~~2/28/2019~~	
~~788~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~GENERAL UROLOGIC PRODUCTS~~	~~2/28/2019~~	
~~789~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~PATIENT CLESING SKIN CARE~~	~~5/31/2019~~	
~~790~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~DISINFECTION CAPS~~	~~8/31/2019~~	
~~791~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~SAFETY IV CATHETERS~~	~~9/30/2019~~	
~~792~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~STANDARD HYPODERMIC NEEDLES~~	~~9/30/2019~~	
~~793~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~BANDAGES, DRESSINGS AND GAUZE~~	~~10/30/2019~~	
~~794~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~HOT AND COLD PACKS~~	~~11/30/2019~~	
~~795~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~IV SITE MANAGEMENT~~	~~12/31/2019~~	
~~796~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~ENTEROSTOMAL THERAPY PRODUCTS~~	~~3/31/2020~~	
~~797~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~TRACHEOSTOMY TUBES~~	~~9/30/2021~~	
~~798~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~SURGICAL INSTRUMENTS~~	~~1/31/2019~~	
~~799~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~INCISE DRAPES~~	~~9/30/2019~~	
~~800~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~STERILE PACKS AND GOWNS~~	~~12/31/2019~~	
~~801~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~ARTHROSCOPY FLUID WASTE MGMT~~	~~2/29/2020~~	
~~802~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~LAP SPONGES AND OR TOWEL~~	~~5/31/2020~~	
~~803~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~LAP SPONGES AND OR TOWELS~~	~~5/31/2020~~	
~~804~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~OPHTHALMOLOGY PRODUCTS~~	~~6/30/2020~~	
~~805~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~DISPOSABLE ANESTHESIA PRODUCTS~~	~~7/31/2020~~	
~~806~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~LARYNGOSCOPE SYSTEMS~~	~~7/31/2020~~	
~~807~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~KNOTLESS TISSUE CLOSURE DEVICE~~	~~3/31/2021~~	
~~808~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~KNOTLESS TISSUE CLOSERE DEVICE~~	~~3/31/2021~~	
~~809~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~SURGICAL ENERGY PRODUCTS~~	~~3/31/2021~~	
~~810~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~TROCAR PRODUCTS~~	~~3/31/2021~~	
~~811~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~SUTURE PRODUCTS~~	~~3/31/2021~~	
~~812~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~ENDOMECHANICAL PRODUCTS~~	~~3/31/2021~~	
~~813~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~SPECIALTY WOMENS HEALTH SURG~~	~~1/31/2021~~	
~~814~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~WOUND DRAINAGE PRODUCTS~~	~~7/31/2021~~	
~~815~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~PRESSURE INFUSION BAGS~~	~~1/31/2019~~	
~~816~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~ORTHOPEDIC SOFT GOODS~~	~~11/30/2021~~	
~~817~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~IV SITE MANAGEMENT~~	~~12/31/2019~~	
~~818~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~BLOOD GLUCOSE METERS AND REAGENTS~~	~~10/14/2021~~	
~~819~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~COMMODITIES - DISTRIBUTOR LOCAL~~	~~7/31/2019~~	
~~820~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~WOUND DRAINAGE PRODUCTS~~	~~7/31/2021~~	
~~821~~	~~St. Francis Medical Center~~	~~MEDLINE INDUSTRIES INC~~	~~CAUTI UROLOGI/INCONTINENCE~~	~~5/24/2019~~	
~~822~~	~~St. Francis Medical Center~~	~~MEDTRONIC SPINAL AND BIOLOGICS~~	~~SPINAL IMPLANTS AND RELATED PRODUCTS~~	~~6/12/2019~~	~~$15,843.50~~
~~823~~	~~St. Francis Medical Center~~	~~MEDTRONIC USA INC~~	~~CARDIAC RHYTHEM MANAGEMENT~~	~~11/14/2020~~	
~~824~~	~~St. Francis Medical Center~~	~~MEDTRONIC USA INC~~	~~OPEN HEART DISPOSABLE SUPPLIES~~	~~10/31/2020~~	
~~825~~	~~St. Francis Medical Center~~	~~MEDTRONIC USA INC~~	~~PERFUSION PRODUCTS~~	~~1/31/2021~~	
~~826~~	~~St. Francis Medical Center~~	~~MEDTRONIC USA INC~~	~~DIC PRODUCTS~~	~~6/11/2019~~	~~$288,796.10~~
~~827~~	~~St. Francis Medical Center~~	~~MEDTRONIC USA INC~~	~~DRUG ELUTING STENTS~~	~~5/31/2020~~	
~~828~~	~~St. Francis Medical Center~~	~~MEDTRONIC USA INC~~	~~CORONARY STENTS NON-DRUG~~	~~5/31/2020~~	
~~829~~	~~St. Francis Medical Center~~	~~MEDTRONIC USA INC~~	~~PERIPHERAL AND BILIARY STENTS~~	~~6/11/2019~~	
~~830~~	~~St. Francis Medical Center~~	~~MERCEDES MEDICAL INC~~	~~HISTOLOGY AND CYTOLOGY~~	~~1/31/2021~~	~~$910.00~~
831	St. Francis Medical Center	MERIDIAN BIOSCIENCE CORPORATION	RAPID DIAGNOSTIC TEST KITS	10/31/2018	$0.00
832	St. Francis Medical Center	MERIDIAN BIOSCIENCE CORPORATION	MOLECULAR RAPID QUALITATIVE	9/30/2020	
~~833~~	~~St. Francis Medical Center~~	~~MERIT MEDICAL SYSTEMS INC~~	~~DIC PRODUCTS~~	~~6/30/2019~~	~~$10,601.23~~
~~834~~	~~St. Francis Medical Center~~	~~MERIT MEDICAL SYSTEMS INC~~	~~DIR PRODUCTS~~	~~1/31/2020~~	
835	St. Francis Medical Center	MGC DIAGNOSTICS CORPORATION	PULMONARY FUNCTION ANALYZERS	9/30/2020	$0.00
836	St. Francis Medical Center	MGH CORPORATION, DBA BRITTANY'S PLACE	PATIENT TRANSFER AGREEMENT	3/14/2040	$0.00
837	St. Francis Medical Center	MICROPORT ORTHOPEDICS INC	ORTHO PRODUCTS	3/30/2019	$0.00
~~838~~	~~St. Francis Medical Center~~	~~MICROTEK MEDICAL (ECOLAB)~~	~~OR EQUIPMENT DRAPES~~	~~3/31/2019~~	~~$21,008.98~~
839	St. Francis Medical Center	MIDMARK CORP	EXAM ROOM FURNITURE EQUIPMENT	3/31/2020	$0.00
840	St. Francis Medical Center	MIMEDX	REGENERATIVE SKIN GRAFTING	12/31/2020	$0.00

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	Cure Amount (C)(D)(E)
841	St. Francis Medical Center	MINDRAY DS USA INC	ANESTHESIA EQUIPMENT	6/30/2019	$0.00
842	St. Francis Medical Center	MINDRAY DS USA INC	PHYSIOLOGICAL MONITORING SYS	5/31/2021	
843	St. Francis Medical Center	MMODAL SERVICES, LTD	SERVICES-SOFTWARE MAINTENANCE AND SUPPORT	7/2/2020	$0.00
844	St. Francis Medical Center	MOBILE INSTRUMENT SERVICE REP	SURGICAL INST AND SCOPE REPAIR	1/31/2022	$0.00
~~845~~	~~St. Francis Medical Center~~	~~MOBILE MED INC.~~	~~LASER EQUIPMENT~~	~~7/31/2019~~	~~$4,395.00~~
846	St. Francis Medical Center	MODERN DIAGNOTICS MEDICAL SERVICES, INC.	SERVICE AGREEMENT	7/31/2019	$2,450.00
847	St. Francis Medical Center	MODERN TECHNOLOGY SCHOOLS	STUDENT AFFILIATION AGREEMENT	7/7/2019	$0.00
848	St. Francis Medical Center	MOHINI ASWANI M.D.	LETTER OF AGREEMENT	4/30/2018	$0.00
~~849~~	~~St. Francis Medical Center~~	~~MOLNLYCKE HEALTH CARE~~	~~SKIN INTEGRITY: WOUND CARE~~	~~3/31/2020~~	
~~850~~	~~St. Francis Medical Center~~	~~MOLNLYCKE HEALTH CARE~~	~~SKIN BREAKDOWN PREVENTION~~	~~6/30/2019~~	~~$449.00~~
~~851~~	~~St. Francis Medical Center~~	~~MOLNLYCKE HEALTH CARE~~	~~SURGEON GLOVES~~	~~4/30/2019~~	
852	St. Francis Medical Center	MONROE, BENJAMIN FRANKLIN., M.D. (FKA BENJAMIN F. MONROE, M.D., INC.)	PHYSICIANS-DIRECTORSHIP	10/31/2018	$6,345.50
853	St. Francis Medical Center	MONROE, BENJAMIN FRANKLIN., M.D. (FKA BENJAMIN F. MONROE, M.D., INC.)	PHYSICIANS-ON CALL	6/30/2019	
854	St. Francis Medical Center	MOOSA, A.S., M.D., A MEDICAL CORPORATION	PHYSICIANS-PROFESSIONAL AND ADMINISTRATIVE SERVICES	6/30/2019	$0.00
855	St. Francis Medical Center	MOUNT SAINT MARY'S UNIVERSITY	STUDENT AFFILIATION AGREEMENT	11/30/2019	$0.00
856	St. Francis Medical Center	MOUNT SAINT MARY'S UNIVERSITY	STUDENT AFFILIATION AGREEMENT	11/30/2019	
857	St. Francis Medical Center	MUHAMMAD J MEMON, PROFESSIONAL CORPORATION	PHYSICIANS-MANAGER AGREEMENT CASE MANAGEMENT	9/30/2018	$7,250.00
858	St. Francis Medical Center	MUHAMMAD J MEMON, PROFESSIONAL CORPORATION	PHYSICIANS-ON CALL	3/31/2019	
859	St. Francis Medical Center	MULTIPLAN	PAYOR AGREEMENT	Auto renew	$0.00
~~860~~	~~St. Francis Medical Center~~	~~MUSCULOSKELETAL TRANSPLANT FOUNDATION~~	~~BIOLOGICAL MESH PRODUCTS~~	~~9/30/2019~~	
~~861~~	~~St. Francis Medical Center~~	~~MUSCULOSKELETAL TRANSPLANT FOUNDATION~~	~~BONE AND BONE SUBSTITUTE PRODS~~	~~6/30/2021~~	~~$13,640.50~~
~~862~~	~~St. Francis Medical Center~~	~~MUSCULOSKELETAL TRANSPLANT FOUNDATION~~	~~TISSUE IMPLANTABLE PRODUCTS~~	~~6/30/2021~~	
863	St. Francis Medical Center	MUZAK	LICENSE-SOFTWARE SUBSCRIPTION	10/21/2021	$0.00
864	St. Francis Medical Center	MUZAK	LICENSE-SOFTWARE SUBSCRIPTION	10/21/2021	
865	St. Francis Medical Center	NATIONAL BUSINESS FURNITURE	FURNITURE AND SYSTEMS	12/31/2020	$0.00
866	St. Francis Medical Center	NATIONAL ELEVATOR INSPECTION SERVICES (NEIS)	AGREEMENT FOR SERVICES	10/17/2019	$0.00
~~867~~	~~St. Francis Medical Center~~	~~NATUS MEDICAL INC~~	~~NEONATAL DEVELOPMENTAL PRODUCT~~	~~10/31/2018~~	~~$8,213.86~~
868	St. Francis Medical Center	NELSON HARDIMAN, LLP	SERVICES-CONSULTING	12/2/2018	$2,698.00
~~869~~	~~St. Francis Medical Center~~	~~NEOTECH PRODUCTS INC~~	~~NEONATAL SPECIALTY PRODUCTS~~	~~12/31/2018~~	~~$1,910.78~~
870	St. Francis Medical Center	NESTLE CLINICAL NUTRITION	MEDICAL NUTRITIONAL PRODUCTS	7/31/2020	$0.00
~~871~~	~~St. Francis Medical Center~~	~~NEUROSTRUCTURES INC~~	~~SPINAL IMPLANTS AND PRODUCTS~~	~~6/22/2019~~	~~$3,307.50~~
872	St. Francis Medical Center	NEUROTEX, INC.	EMERGENCY DEPARTMENT	1/0/1900	$0.00
873	St. Francis Medical Center	NIHON KOHDEN AMERICA INC	POLYSOMNOGRAPHY NEUROLOGICAL	4/30/2019	$0.00
874	St. Francis Medical Center	NIKON INSTRUMENTS INC	MICROSCOPES ACCESSORIES PARTS	1/31/2021	$0.00
875	St. Francis Medical Center	NORTHGAUGE HEALTHCARE ADVISORS LLC	SERVICES AGREEMENT	6/30/2019	$0.00
~~876~~	~~St. Francis Medical Center~~	~~NUVASIVE INC~~	~~SPINAL IMPLANTS AND RELATED PRODUCTS~~	~~12/31/2018~~	~~$3,018.00~~
877	St. Francis Medical Center	NUVECTRA CORPORATION	SPINAL IMPLANTS AND RELATED PRODUCTS	6/1/2020	$0.00
878	St. Francis Medical Center	NX HEALTH NETWORK	PARTICIPATING FACILITY AGREEMENT	Evergreen	$0.00
879	St. Francis Medical Center	NX HEALTH NETWORK	PARTICIPATING FACILITY AGREEMENT	Evergreen	
880	St. Francis Medical Center	OBP MEDICAL	DISPOSABLE VAGINAL SPECULUMS	6/30/2019	$0.00
881	St. Francis Medical Center	OCCUPATIONAL HEALTH SERVICES MEDICAL GROUP, INC.	PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT	6/30/2019	$25,708.00
882	St. Francis Medical Center	OFFICE DEPOT INC	OFFICE SUPPLIES	7/31/2020	$68,137.88
~~883~~	~~St. Francis Medical Center~~	~~OLYMPUS CORPORATION AMERICA INC~~	~~GASTROINTESTINAL ENDOSCOPY~~	~~1/31/2019~~	
~~884~~	~~St. Francis Medical Center~~	~~OLYMPUS CORPORATION AMERICA INC~~	~~ENT NASAL PRODUCTS~~	~~10/31/2019~~	
~~885~~	~~St. Francis Medical Center~~	~~OLYMPUS CORPORATION AMERICA INC~~	~~ENT IMPLANTS AND INSTRUMENTS~~	~~10/31/2019~~	~~$1,532.18~~
~~886~~	~~St. Francis Medical Center~~	~~OLYMPUS CORPORATION AMERICA INC~~	~~SPECIAL UROLOGY PRODUCTS~~	~~12/31/2020~~	
~~887~~	~~St. Francis Medical Center~~	~~OLYMPUS CORPORATION AMERICA INC~~	~~SURGICAL ENDOSCOPY - FLEXIBLE~~	~~12/31/2020~~	
~~888~~	~~St. Francis Medical Center~~	~~OLYMPUS CORPORATION AMERICA INC~~	~~SURGICAL ENDOSCOPY - RIGID~~	~~12/31/2020~~	
889	St. Francis Medical Center	OMARI, BASSAM O., M.D.	PHYSICIANS-ON CALL	3/31/2019	$10,500.00
890	St. Francis Medical Center	OMARI, BASSAM O., M.D.	PHYSICIANS-ON CALL	4/30/2019	
891	St. Francis Medical Center	OMNICARE GROUP	INTERIM SETTLEMENT AGREEMENT	9/4/2018	$0.00
~~892~~	~~St. Francis Medical Center~~	~~OMNICARE MEDICAL GROUP~~	~~RISK SHARING AGREEMENT~~	~~12/31/2018~~	
~~893~~	~~St. Francis Medical Center~~	~~OMNICARE MEDICAL GROUP~~	~~PHYSICIANS-MANAGER AGREEMENT CASE MANAGEMENT~~	~~6/30/2019~~	~~$175,138.32~~
894	St. Francis Medical Center	ONE LEGACY	BLOOD/ORGAN/TISSUE	Evergreen	$0.00
895	St. Francis Medical Center	OPTUM360, LLC	LICENSE AGREEMENT	9/30/2021	$41,878.40
~~896~~	~~St. Francis Medical Center~~	~~ORASURE TECHNOLOGIES INC~~	~~RAPID DIAGNOSTIC TEST KITS~~	~~10/31/2021~~	~~$7,270.80~~
897	St. Francis Medical Center	ORGANOGENESIS INC	REGENERATIVE SKIN GRAFTING	12/31/2020	$0.00
898	St. Francis Medical Center	ORTHOFIX INC	GENERAL ORTHO TRAUMA PRODUCTS	10/31/2019	$0.00
899	St. Francis Medical Center	ORTHOFIX INC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/2/2019	
~~900~~	~~St. Francis Medical Center~~	~~OSIRIS THERAPEUTICS INC~~	~~REGERATIVE SKIN GRAFTING~~	~~12/31/2020~~	~~$11,196.00~~
901	St. Francis Medical Center	OTIS ELEVATOR COMPANY	SERVICES-EQUIPMENT MAINTENANCE	Evergreen	$0.00
902	St. Francis Medical Center	OUR365, INC. FKA GROWING FAMILY, INC.	SERVICES-PHOTOGRAPHY	5/3/2022	$0.00
903	St. Francis Medical Center	OUTSET MEDICAL, INC.	EMERGENCY DEPARTMENT	1/0/1900	$0.00

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Strikethrough indicates that the referenced contract will not be assumed. All other contracts not stricken will be assumed.

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	Cure Amount (C)(D)(E)
~~904~~	~~St. Francis Medical Center~~	~~OXFORD IMMUNOTEC, INC.~~	~~ADMINISTRATIVE SERVICES AGREEMENT~~	~~1/1/2019~~	~~$16,027.00~~
905	St. Francis Medical Center	PACIFIC COLLEGE	STUDENT AFFILIATION AGREEMENT	11/21/2020	$0.00
906	St. Francis Medical Center	PACIFIC MEDICAL BUILDINGS L.P. (ST. FRANCIS LYNWOOD MEDICAL PLAZA, LLC)	LEASE-AS LANDLORD	12/31/2047	$0.00
907	St. Francis Medical Center	PACIFIC MEDICAL BUILDINGS L.P. (ST. FRANCIS LYNWOOD MEDICAL PLAZA, LLC)	LEASE-AS LANDLORD	12/31/2047	
908	St. Francis Medical Center	PALLICKAL, MALLIK, PONNEZHAN MEDICAL CORPORATION	PHYSICIANS-PROFESSIONAL AND ADMINISTRATIVE SERVICES	6/30/2019	$52,328.23
909	St. Francis Medical Center	PARADIGM SPINE LLC	SPINAL IMPLANTS AND RELATED PRODUCTS	7/31/2019	$0.00
~~910~~	~~St. Francis Medical Center~~	~~PARAGON 28 INC~~	~~GENERAL ORTHO TRAUMA PRODUCTS~~	~~10/31/2019~~	~~$4,910.75~~
911	St. Francis Medical Center	PARAKRAMA T. CHANDRASOMA, M.D., A MEDICAL CORPORATION	LETTER OF AGREEMENT	Evergreen	$420.00
912	St. Francis Medical Center	PARAMOUNT HOPE DIALYSIS CENTER PC	PATIENT TRANSFER AGREEMENT	1/31/2020	$0.00
913	St. Francis Medical Center	PAUL H. YOSHINO, M.D., INC.	PHYSICIANS-ON CALL	3/31/2019	$279,500.00
914	St. Francis Medical Center	PAUL SARODE, MD	CONFIDENTIALITY & NON-DISCLOSURE	2/28/2019	$0.00
915	St. Francis Medical Center	PDC HEALTHCARE	LABELS ID BANDS RELATED PRODS	1/31/2019	$0.00
916	St. Francis Medical Center	PEDIATRIC SUBSPECIALTY FACULTY	CONFIDENTIALITY & NON-DISCLOSURE	8/30/2019	$0.00
917	St. Francis Medical Center	PEDIGO PRODUCTS INC	CRIBS, BASSINETS, YOUTH BEDS	3/31/2019	$0.00
918	St. Francis Medical Center	PEDIGO PRODUCTS INC	STAINLESS STEEL EQUIPMENT	6/30/2021	
~~919~~	~~St. Francis Medical Center~~	~~PENUMBRA INC~~	~~DIR PRODUCTS~~	~~1/31/2020~~	~~$3,472.88~~
~~920~~	~~St. Francis Medical Center~~	~~PENUMBRA INC~~	~~NEUROVASCULAR INT RADIOLOGY~~	~~8/31/2020~~	
921	St. Francis Medical Center	PEPPERDINE UNIVERSITY	SERVICES AGREEMENT	6/30/2019	$0.00
~~922~~	~~St. Francis Medical Center~~	~~PERFORMANCE HEALTH SUPPLY INC~~	~~PHYSICAL THERAPY PRODUCTS~~	~~2/29/2020~~	~~$1,010.11~~
923	St. Francis Medical Center	PETER A. RIPPER & ASSOC., INC. (PARA CHARGE MASTER/MARKET BASED PRICING PROGRAM)	SERVICES-CONSULTING	5/20/2019	$0.00
924	St. Francis Medical Center	PHARMEDIUM SERVICES, LLC	AGREEMENT FOR SERVICES	8/31/2019	$0.00
~~925~~	~~St. Francis Medical Center~~	~~PHILIPS HEALTHCARE NORTH AMERICA~~	~~NEONATAL DEVELOPMENTAL PRODUCT~~	~~10/31/2020~~	
~~926~~	~~St. Francis Medical Center~~	~~PHILIPS HEALTHCARE NORTH AMERICA~~	~~NON-INVASIVE CARDIOLOGY EQUIP~~	~~5/31/2021~~	
~~927~~	~~St. Francis Medical Center~~	~~PHILIPS HEALTHCARE NORTH AMERICA~~	~~MRI ANCILLARY EQUIP AND COILS~~	~~1/31/2020~~	~~$192,950.15~~
~~928~~	~~St. Francis Medical Center~~	~~PHILIPS HEALTHCARE NORTH AMERICA~~	~~PHYSIOLOGICAL MONITORING SYSTEMS~~	~~5/31/2021~~	
~~929~~	~~St. Francis Medical Center~~	~~PHILIPS HEALTHCARE NORTH AMERICA~~	~~FETAL MONITORING~~	~~5/31/2021~~	
930	St. Francis Medical Center	PHILIPS MEDICAL CAPITAL	EQUIPMENT-LEASE/RENTAL	12/31/2022	$6,160.97
~~931~~	~~St. Francis Medical Center~~	~~PHOTON PHYSICS SERVICES, INC.~~	~~INDEPENDENT CONTRACTOR~~	~~7/31/2019~~	~~$41,987.88~~
~~932~~	~~St. Francis Medical Center~~	~~PHOTON PHYSICS SERVICES, INC.~~	~~RADIATION THERAPY~~	~~1/0/1900~~	
933	St. Francis Medical Center	PHYSICIAN CONSULT MEDICAL GROUP INC.	PHYSICIANS-ON CALL	3/31/2019	$1,000.00
934	St. Francis Medical Center	PHYSIO CONTROL INC	EXTERNAL DEFIBRILLATORS	5/31/2019	$0.00
935	St. Francis Medical Center	PIH HEALTH HOSPITAL WHITTIER	SERVICES-PROFESSIONAL	9/26/2019	$0.00
936	St. Francis Medical Center	PIH HEALTH HOSPITAL WHITTIER	PATIENT TRANSFER AGREEMENT	9/26/2019	
~~937~~	~~St. Francis Medical Center~~	~~POSEY CO J. T.~~	~~RESTRAINTS AND FALL PREVENTION~~	~~7/31/2020~~	~~$350.89~~
~~938~~	~~St. Francis Medical Center~~	~~PREZIO HEALTH~~	~~SURGICAL INST AND SCOPE REPAIR~~	~~1/31/2019~~	~~$1,231.38~~
939	St. Francis Medical Center	PROHEALTH PARTNERS, A MEDICAL GROUP, INC.	PHYSICIANS-ON CALL	10/31/2018	$0.00
940	St. Francis Medical Center	PROSIDYAN INC	BONE TISSUE SYNTHETIC IMPLANT	4/13/2019	$0.00
941	St. Francis Medical Center	PROVIDER ADVANTAGE NW, INC. (QUADRAMED CORPORATION)	LICENSE-SOFTWARE	12/30/2019	$0.00
942	St. Francis Medical Center	QS/1 DATA SYSTEMS	LICENSE-SOFTWARE SUBSCRIPTION	Evergreen	$150.00
943	St. Francis Medical Center	QUALITY MEDICAL MANAGEMENT, INC. DBA CMS CAP MANAGEMENT SYSTEMS	ADMINISTRATIVE SERVICES AGREEMENT	7/31/2019	$0.00
944	St. Francis Medical Center	QUANTUM MEDICAL	HIGH DENSITY MOBILE STORAGE	6/30/2021	$0.00
945	St. Francis Medical Center	R.M. GALICIA, INC. D/B/A PROGRESSIVE MANAGEMENT SYSTEMS	AGREEMENT FOR SERVICES	11/30/2019	$0.00
946	St. Francis Medical Center	RADIATION ONCOLOGY ALLIANCE MEDICAL GROUP, INC. (FKA ARMAND BOUZAGLOU, MD, A PROFESSIONAL CORPORATION)	PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT	1/31/2020	$11,098.57
947	St. Francis Medical Center	RAHEJA, ASHOK K. MD, INC.	PHYSICIANS-DIRECTORSHIP	6/30/2019	$1,050.00
948	St. Francis Medical Center	RAJ PRASAD, MD., INC., A CALIFORNIA PROFESSIONAL CORPORATION	PHYSICIANS-ON CALL	3/31/2019	$2,750.00
949	St. Francis Medical Center	RAM DANDILLAYA, M.D., FACC	CONFIDENTIALITY & NON-DISCLOSURE	10/31/2019	$0.00
~~950~~	~~St. Francis Medical Center~~	~~REHAB ALLIANCE~~	~~SERVICES-CONSULTING~~	~~6/24/2019~~	~~$28,373.00~~
951	St. Francis Medical Center	RELIANT MANAGEMENT GROUP (RMG)	SERVICES-CONSULTING	2/7/2020	$0.00
952	St. Francis Medical Center	RENAL MEDICAL ASSOCIATES (A MEDICAL CORPORATION)	PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT	5/31/2019	$0.00
953	St. Francis Medical Center	RETRACTABLE TECHNOLOGIES INC	SAFETY HYPODERMIC PRODUCTS	9/30/2019	$0.00
~~954~~	~~St. Francis Medical Center~~	~~RF TECHNOLOGIES INC~~	~~INFANT AND PATIENT SECURITY~~	~~11/12/2020~~	~~$2,911.88~~
955	St. Francis Medical Center	RICHARD WOLF MEDICAL INSTRUMENTS CORP	SURGICAL ENDOSCOPY - RIGID	12/31/2020	$0.00
956	St. Francis Medical Center	ROADRUNNER ABSTRACTING SERVICES, INC.	CLINICAL SERVICES AGREEMENT	8/31/2019	$0.00
~~957~~	~~St. Francis Medical Center~~	~~ROCHE DIAGNOSTIC CORP~~	~~INTEGRATED PLATFORM~~	~~3/31/2019~~	
~~958~~	~~St. Francis Medical Center~~	~~ROCHE DIAGNOSTIC CORP~~	~~BLOOD GLUCOSE METERS, REAGENTS~~	~~3/31/2021~~	~~$12,331.02~~
~~959~~	~~St. Francis Medical Center~~	~~ROCHE DIAGNOSTIC CORP~~	~~BLOOD GLUCOSE METERS AND REAGENTS~~	~~10/14/2021~~	
960	St. Francis Medical Center	RW PERFUSION, INC. DBA WEST COAST PERFUSION	SURGICAL SERVICES	1/0/1900	$0.00
961	St. Francis Medical Center	RYAN SPIVAK INTEGRATIVE PLASTIC SURGERY INC.	PHYSICIANS-ON CALL	10/31/2018	$3,803.50
962	St. Francis Medical Center	SABA UNIVERSITY SCHOOL OF MEDICINE	STUDENT AFFILIATION AGREEMENT	8/1/2026	$0.00

See last page of exhibit for relevant footnotes

Strategic Global Management, Inc. Asset Purchase Agreement
Exhibit C - Executory Contracts and Unexpired Leases Subject to Assumption (St. Francis Medical Center) (F)

Strikethrough indicates that the referenced contract will not be assumed. All other contracts not stricken will be assumed.

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	Cure Amount (C)(D)(E)
963	St. Francis Medical Center	SAGE PRODUCTS INC	PATIENT CLESING SKIN CARE	5/31/2019	
964	St. Francis Medical Center	SAGE PRODUCTS INC	SKIN BREAKDOWN PREVENTION	6/30/2019	$0.00
965	St. Francis Medical Center	SAGE PRODUCTS INC	ORAL CARE	7/31/2019	
966	St. Francis Medical Center	SAINT GEORGE'S UNIVERSITY LIMITED	STUDENT AFFILIATION AGREEMENT	8/1/2026	$0.00
967	St. Francis Medical Center	SANTA FE SPRINGS DIALYSIS CENTER	PATIENT TRANSFER AGREEMENT	4/30/2019	$0.00
968	St. Francis Medical Center	SARSTEDT INC	PLASTICWARE AND GLASSWARE	7/31/2021	$0.00
969	St. Francis Medical Center	SCAN HEALTH PLAN	Hospital Service Agreement	Evergreen	$0.00
970	St. Francis Medical Center	SCOTT, MICHAEL B. MD, INC.	PHYSICIANS-ON CALL	4/30/2019	$0.00
971	St. Francis Medical Center	SEARS CONTRACT SALES	APPLIANCES AND RELATED PRODUCTS	5/31/2021	$0.00
~~972~~	~~St. Francis Medical Center~~	~~SEASPINE SALES LLC~~	~~SPINAL IMPLANTS AND RELATED PRODUCTS~~	~~5/31/2019~~	~~$9,165.90~~
~~973~~	~~St. Francis Medical Center~~	~~SEASPINE SALES LLC~~	~~SPINAL IMPLANTS AND RELATED PRODUCTS~~	~~5/31/2019~~	
974	St. Francis Medical Center	SEHGAL MEDICAL CORPORATION (ARUNPAL SEHGAL)	PHYSICIANS-ON CALL	3/31/2019	$2,250.00
975	St. Francis Medical Center	SEIF, MEDHAT, M.D., INC.	PHYSICIANS-ON CALL	6/30/2019	$0.00
976	St. Francis Medical Center	SELECT PRACTICE OPPORTUNITY	SERVICES-PROFESSIONAL	Evergreen	$0.00
977	St. Francis Medical Center	SELECTIVE CLEANERS INC.	SERVICE AGREEMENT	12/31/2019	$0.00
978	St. Francis Medical Center	SELECTIVE SERVICES	DRY CLEANING AND UNIFORMS	12/31/2019	$0.00
979	St. Francis Medical Center	SHAIKH, ALMAAS, MD, INC. (FKA SHAIKH, ALMAAS, M.D.)	PHYSICIANS-ON CALL	10/31/2018	$0.00
980	St. Francis Medical Center	SHEPHERD UNIVERSITY	STUDENT AFFILIATION AGREEMENT	2/19/2019	$0.00
981	St. Francis Medical Center	SHEPHERD, M.D., INC., TCHAKA (FKA SHEPHERD, TCHAKA MD)	PHYSICIANS-DIRECTORSHIP	6/30/2019	$0.00
982	St. Francis Medical Center	SHIELDS FOR FAMILIES	SERVICES-CONSULTING	6/30/2019	$0.00
983	St. Francis Medical Center	SI-BONE INC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/30/2019	$0.00
~~984~~	~~St. Francis Medical Center~~	~~SIEMENS HEALTHCARE DIAGNOSTICS INC~~	~~INTEGRATED PLATFORM~~	~~3/31/2019~~	
~~985~~	~~St. Francis Medical Center~~	~~SIEMENS HEALTHCARE DIAGNOSTICS INC~~	~~HEMOSTASIS ANALYZERS REAGENTS~~	~~7/31/2019~~	~~$18,301.25~~
~~986~~	~~St. Francis Medical Center~~	~~SIEMENS HEALTHCARE DIAGNOSTICS INC~~	~~BLOOD GAS ANALYZERS~~	~~9/30/2020~~	
~~987~~	~~St. Francis Medical Center~~	~~SIEMENS HEALTHCARE DIAGNOSTICS, INC~~	~~STANDING ORDER~~	~~12/31/2018~~	~~$10,825.62~~
988	St. Francis Medical Center	SIESTA MEDICAL INC	ENT IMPLANTS & KITS	4/19/2019	$0.00
989	St. Francis Medical Center	SILENTIA INC	REUSABLE TEXTILES AND SERVICES	11/30/2018	$0.00
990	St. Francis Medical Center	SIMS, EDWARD H., M.D., F.A.C.S., INC.	PHYSICIANS-ON CALL	7/31/2019	$0.00
~~991~~	~~St. Francis Medical Center~~	~~SIZEWISE RENTALS LLC~~	~~PATIENT BEDS-RENTAL~~	~~2/28/2019~~	~~$4,919.61~~
~~992~~	~~St. Francis Medical Center~~	~~SMITH & NEPHEW INC ENDOSCOPY DIV~~	~~ARTHROSCOPY SUPPLIES~~	~~4/30/2019~~	~~$107,729.79~~
~~993~~	~~St. Francis Medical Center~~	~~SMITH & NEPHEW INC WOUND MANAGEMENT DIV~~	~~SKIN INTEGRITY: WOUND CARE~~	~~3/31/2020~~	
~~994~~	~~St. Francis Medical Center~~	~~SMITH & NEPHEW INC WOUND MANAGEMENT DIV~~	~~SKIN INTEGRITY: SKIN CLENSER~~	~~3/31/2020~~	~~$66,185.03~~
~~995~~	~~St. Francis Medical Center~~	~~SMITH & NEPHEW INC WOUND MANAGEMENT DIV~~	~~SURGICAL WOUND DEBRIDEMENT~~	~~5/31/2020~~	
~~996~~	~~St. Francis Medical Center~~	~~SMITH & NEPHEW ORTHOPEDIC~~	~~ORTHO TOTAL JOINT IMPLANTS~~	~~9/30/2019~~	~~$13,713.89~~
~~997~~	~~St. Francis Medical Center~~	~~SMITHS MEDICAL ASD INC~~	~~ARTERIAL BLOOD GAS KITS~~	~~11/30/2020~~	
~~998~~	~~St. Francis Medical Center~~	~~SMITHS MEDICAL ASD INC~~	~~SAFETY HUBER NEEDLES~~	~~2/28/2021~~	
~~999~~	~~St. Francis Medical Center~~	~~SMITHS MEDICAL ASD INC~~	~~INFUSION DEVICES~~	~~1/31/2020~~	
~~1000~~	~~St. Francis Medical Center~~	~~SMITHS MEDICAL ASD INC~~	~~PULSE OXIMETRY AND CAPNOGRAPHY~~	~~4/30/2021~~	
~~1001~~	~~St. Francis Medical Center~~	~~SMITHS MEDICAL ASD INC~~	~~SAFETY HYPODERMIC PRODUCTS~~	~~9/30/2019~~	~~$6,818.23~~
~~1002~~	~~St. Francis Medical Center~~	~~SMITHS MEDICAL ASD INC~~	~~SAFETY IV CATHETERS~~	~~9/30/2019~~	
~~1003~~	~~St. Francis Medical Center~~	~~SMITHS MEDICAL ASD INC~~	~~TRACHEOSTOMY TUBES~~	~~9/30/2021~~	
~~1004~~	~~St. Francis Medical Center~~	~~SMITHS MEDICAL ASD INC~~	~~TEMPERATURE MONITORING PRODUCTS~~	~~12/31/2018~~	
~~1005~~	~~St. Francis Medical Center~~	~~SMITHS MEDICAL ASD INC~~	~~REGIONAL ANESTHESIA TRAYS~~	~~1/31/2019~~	
1006	St. Francis Medical Center	SOCAL THORACIC SURGICAL ASSOCIATES, INC.	PHYSICIANS-ON CALL	12/31/2019	$900.00
1007	St. Francis Medical Center	SOLAIRE MEDICAL	MODULAR CASEWORK, STORAGE SYS	6/30/2021	$0.00
1008	St. Francis Medical Center	SOUTH LA HEALTH PROGRAMS (SLAHP) WIC PROGRAM	MEMORANDUM OF UNDERSTANDING	8/31/2019	$0.00
1009	St. Francis Medical Center	SOUTHERN CALIFORNIA CROSSROADS	PARTICIPATING PROVIDER AGREEMENT	6/30/2020	
1010	St. Francis Medical Center	SOUTHERN CALIFORNIA CROSSROADS	PARTICIPATING PROVIDER AGREEMENT	6/30/2020	$54,248.91
1011	St. Francis Medical Center	SOUTHERN CALIFORNIA CROSSROADS	SERVICE AGREEMENT	12/31/2018	
1012	St. Francis Medical Center	SOUTH-WEST COLLEGE OF MEDICAL AND DENTAL ASSISTANTS AND PRACTICAL NURSES DBA GLENDALE CAREER COLLEGE/NORTH-WEST COLLEGE	STUDENT AFFILIATION AGREEMENT	11/27/2019	$0.00
1013	St. Francis Medical Center	SPINE WAVE INC	SPINAL IMPLANTS AND RELATED PRODUCTS	8/31/2019	$0.00
1014	St. Francis Medical Center	SPINEART USA INC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/30/2020	$0.00
1015	St. Francis Medical Center	SPINEOLOGY INC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/5/2019	$0.00
~~1016~~	~~St. Francis Medical Center~~	~~SRC MEDICAL~~	~~RESPIRATORY THERAPY PRODUCTS~~	~~10/31/2018~~	~~$3,283.81~~
1017	St. Francis Medical Center	SRI SAI KRISH INSTITUTE	STUDENT AFFILIATION AGREEMENT	9/17/2019	$0.00
~~1018~~	~~St. Francis Medical Center~~	~~ST JUDE MEDICAL~~	~~DIC PRODUCTS~~	~~6/30/2019~~	~~$567.79~~
~~1019~~	~~St. Francis Medical Center~~	~~ST JUDE MEDICAL~~	~~CARDIAC RHYTHEM MANAGEMENT~~	~~11/14/2020~~	
1020	St. Francis Medical Center	ST JUDE MEDICAL HEART VALVE	HEART VALVE PRODUCTS	5/31/2019	$0.00
1021	St. Francis Medical Center	ST. FRANCIS LYNWOOD MEDICAL PLAZA, LLC	LEASE-AS TENANT	12/31/2021	$88,438.63
1022	St. Francis Medical Center	ST. FRANCIS MULTISPECIALTY CLINIC	SUBLEASE AGREEMENT	1/31/2018	$0.00
1023	St. Francis Medical Center	ST. FRANCIS MULTISPECIALTY MEDICAL GROUP, INC. (JATIN C. BHATT)	PHYSICIANS-DIRECTORSHIP	6/30/2019	$1,260.00
1024	St. Francis Medical Center	ST. FRANCIS RADIOLOGY MEDICAL GROUP	PHYSICIANS-PROFESSIONAL AND ADMINISTRATIVE SERVICES	10/31/2018	$15,400.00
1025	St. Francis Medical Center	ST. VINCENT MEDICAL CENTER	PATIENT TRANSFER AGREEMENT	4/1/2019	$0.00
1026	St. Francis Medical Center	ST. VINCENT MEDICAL CENTER	SERVICES AGREEMENT	7/19/2020	

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Strategic Global Management, Inc. Asset Purchase Agreement
Exhibit C - Executory Contracts and Unexpired Leases Subject to Assumption (St. Francis Medical Center) (F)

Strikethrough indicates that the referenced contract will not be assumed. All other contracts not stricken will be assumed.

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	Cure Amount (C)(D)(E)
1027	St. Francis Medical Center	STAFFORD, DEBRA L, M.D. (FKA CONTOURED IMAGES PLASTIC SURGERY)	PHYSICIANS-ON CALL	6/30/2019	$1,285.50
1028	St. Francis Medical Center	STAFFORD, DEBRA L, M.D. (FKA CONTOURED IMAGES PLASTIC SURGERY)	PHYSICIANS-ON CALL	6/30/2019	
1029	St. Francis Medical Center	STANLEY INNERSPACE	MODULAR CASEWORK STORAGE SYSTEM	6/30/2021	$0.00
1030	St. Francis Medical Center	STANLEY SECURITY SOLUTIONS	RESTRAINTS AND FALL PREVENTION	7/31/2020	$0.00
1031	St. Francis Medical Center	STAT LAB MEDICAL PRODUCTS	HISTOLOGY AND CYTOLOGY	1/31/2021	$0.00
1032	St. Francis Medical Center	STEPHENSON, ACQUISTO,COLMAN	SERVICES-CONSULTING	3/19/2056	$0.00
~~1033~~	~~St. Francis Medical Center~~	~~STERIS CORPORATION~~	~~INSTRUMENT CLEANERS ENZYMATICS~~	~~9/30/2019~~	
~~1034~~	~~St. Francis Medical Center~~	~~STERIS CORPORATION~~	~~AUTO ENDOSCOPIC REPROCESSOR~~	~~2/28/2021~~	
~~1035~~	~~St. Francis Medical Center~~	~~STERIS CORPORATION~~	~~LOW TEMPERATURE STERILIZATION~~	~~2/28/2021~~	
~~1036~~	~~St. Francis Medical Center~~	~~STERIS CORPORATION~~	~~STEAM STERILIZERS~~	~~2/28/2021~~	~~$28,541.27~~
~~1037~~	~~St. Francis Medical Center~~	~~STERIS CORPORATION~~	~~WASHERS AND DECONTAMINATORS~~	~~2/28/2021~~	
~~1038~~	~~St. Francis Medical Center~~	~~STERIS CORPORATION~~	~~OR TABLES~~	~~1/31/2019~~	
~~1039~~	~~St. Francis Medical Center~~	~~STERIS CORPORATION~~	~~OR LIGHT AND BOOMS~~	~~1/31/2019~~	
~~1040~~	~~St. Francis Medical Center~~	~~STRYKER COMMUNICATIONS~~	~~OR LIGHTS AND BOOMS~~	~~1/31/2019~~	~~$87,271.17~~
~~1041~~	~~St. Francis Medical Center~~	~~STRYKER CORP MEDICAL DIVISION~~	~~FURNITURE AND SYSTEMS~~	~~12/31/2020~~	
~~1042~~	~~St. Francis Medical Center~~	~~STRYKER CORP MEDICAL DIVISION~~	~~PATIENT BEDS PURCHASE~~	~~2/28/2019~~	
~~1043~~	~~St. Francis Medical Center~~	~~STRYKER CORP MEDICAL DIVISION~~	~~PATIENT TEMPERATURE PRODUCTS~~	~~12/31/2020~~	~~$2,370.50~~
~~1044~~	~~St. Francis Medical Center~~	~~STRYKER CORP MEDICAL DIVISION~~	~~SKIN BREAKDOWN PREVENTION~~	~~6/30/2019~~	
~~1045~~	~~St. Francis Medical Center~~	~~STRYKER CORP MEDICAL DIVISION~~	~~OR INTEGRATION AND AUTOMATION~~	~~1/31/2021~~	
~~1046~~	~~St. Francis Medical Center~~	~~STRYKER CORP. MEDICAL~~	~~SERVICES-EQUIPMENT MAINTENANCE~~	~~2/28/2019~~	~~$139,581.43~~
1047	St. Francis Medical Center	STRYKER CRANIOMAXILLOFACIAL INC	MAXILLOFACIAL PLATING SYSTEM	10/31/2019	$0.00
~~1048~~	~~St. Francis Medical Center~~	~~STRYKER ENDOSCOPY~~	~~LAP SUCTION IRRIGATION~~	~~4/30/2019~~	
~~1049~~	~~St. Francis Medical Center~~	~~STRYKER ENDOSCOPY~~	~~ARTHROSCOPY SUPPLIES~~	~~4/30/2019~~	~~$65,908.13~~
~~1050~~	~~St. Francis Medical Center~~	~~STRYKER ENDOSCOPY~~	~~SURGICAL ENDOSCOPY - RIGID~~	~~12/31/2020~~	
~~1051~~	~~St. Francis Medical Center~~	~~STRYKER INSTRUMENT DIVISION~~	~~ORTHOPEDIC AUTO TRANSUSION~~	~~10/31/2019~~	
~~1052~~	~~St. Francis Medical Center~~	~~STRYKER INSTRUMENT DIVISION~~	~~ORTHOPEDIC HELMETS~~	~~10/31/2019~~	
~~1053~~	~~St. Francis Medical Center~~	~~STRYKER INSTRUMENT DIVISION~~	~~VERTEBRAL COMP FRACTURE REPAIR~~	~~6/30/2019~~	
~~1054~~	~~St. Francis Medical Center~~	~~STRYKER INSTRUMENT DIVISION~~	~~ORTHOPEDIC POWER TOOLS AND ACC~~	~~4/30/2019~~	~~$4,993.69~~
~~1055~~	~~St. Francis Medical Center~~	~~STRYKER INSTRUMENT DIVISION~~	~~SURGICAL AUTOMATIC TOURNIQUET~~	~~10/31/2019~~	
~~1056~~	~~St. Francis Medical Center~~	~~STRYKER INSTRUMENT DIVISION~~	~~ENT NASAL PRODUCTS~~	~~10/31/2019~~	
~~1057~~	~~St. Francis Medical Center~~	~~STRYKER INSTRUMENT DIVISION~~	~~NEUROSURGICAL PRODUCTS~~	~~8/30/2020~~	
~~1058~~	~~St. Francis Medical Center~~	~~STRYKER INSTRUMENT DIVISION~~	~~PULSE LAVAGE PRODUCTS~~	~~3/31/2021~~	
~~1059~~	~~St. Francis Medical Center~~	~~STRYKER ORTHOPEDICS~~	~~ORTHOPEDIC TOTAL JOINT PRODUCTS~~	~~5/31/2020~~	~~$398,744.58~~
~~1060~~	~~St. Francis Medical Center~~	~~STRYKER ORTHOPEDICS~~	~~GENERAL ORTHO TRAUMA PRODUCTS~~	~~10/31/2019~~	
1061	St. Francis Medical Center	STRYKER SALES CORPORATION ACTING THROUGH STRYKER ENDOSCOPY DIVISION	EQUIPMENT-PURCHASE	3/25/2020	$0.00
~~1062~~	~~St. Francis Medical Center~~	~~STRYKER SUSTAINABILITY SOLUTIONS INC~~	~~STERILE REPROCESSING~~	~~1/31/2020~~	~~$63,214.91~~
1063	St. Francis Medical Center	SUNSHINE CAPITAL GROUP	LEASE-AS TENANT	2/28/2019	$7,641.29
~~1064~~	~~St. Francis Medical Center~~	~~SUPPLYWORKS~~	~~LAUNDRY PRODUCTS MAINTENANCE~~	~~12/31/2018~~	~~$2,157.27~~
1065	St. Francis Medical Center	SURECLEAN LLC	SERVICES-HOUSEKEEPING	6/28/2019	$0.00
1066	St. Francis Medical Center	SURGICAL CARE AFFILIATES, LLC	CONFIDENTIALITY & NON-DISCLOSURE	5/22/2021	$0.00
1067	St. Francis Medical Center	SURGICAL SPECIALTIES CORPORATION	DIR PRODUCTS	1/31/2020	$0.00
1068	St. Francis Medical Center	SURGICAL SPECIALTIES CORPORATION	KNOTLESS TISSUE CLOSERE DEVICE	3/31/2021	
1069	St. Francis Medical Center	SUTURE EXPRESS	ENDOSURGERY	8/31/2019	$0.00
1070	St. Francis Medical Center	SUTURE EXPRESS	HEMOSTASIS	8/31/2019	
1071	St. Francis Medical Center	SYMMETRY SURGICAL	INSTRUMENT CONTAINERS	1/31/2019	$0.00
1072	St. Francis Medical Center	SYMMETRY SURGICAL	SURGICAL INSTRUMENTS	1/31/2019	
1073	St. Francis Medical Center	SYSCO CORPORATION	SUBCRIPTION AGREEMENT	8/27/2019	$0.00
1074	St. Francis Medical Center	SYSMEX AMERICA INC	HEMATOLOGY ANALYZERS REAGENTS	7/31/2019	$0.00
1075	St. Francis Medical Center	TABATABAI, MEHER F., M.D., INC.	PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT	5/31/2019	$0.00
1076	St. Francis Medical Center	TABATABAI, MEHER F., M.D., INC.	PHYSICIANS-DIRECTORSHIP	6/30/2019	
1077	St. Francis Medical Center	TAMBOLI, KAUSHAL R., M.D., INC.	PHYSICIANS-DIRECTORSHIP	6/30/2019	$6,336.45
1078	St. Francis Medical Center	TECH MEDICAL SERVICES INC	LAP SUCTION IRRIGATION	4/30/2019	$0.00
~~1079~~	~~St. Francis Medical Center~~	~~TELEFLEX MEDICAL INCORPORATED~~	~~RESPIRATORY THERAPY PRODUCTS~~	~~10/31/2018~~	
~~1080~~	~~St. Francis Medical Center~~	~~TELEFLEX MEDICAL INCORPORATED~~	~~ACTIVE HUMIDIFICATION DEVICES~~	~~10/31/2021~~	
~~1081~~	~~St. Francis Medical Center~~	~~TELEFLEX MEDICAL INCORPORATED~~	~~LARYNGEAL MASK AIRWAYS~~	~~7/31/2020~~	~~$3,227.67~~
~~1082~~	~~St. Francis Medical Center~~	~~TELEFLEX MEDICAL INCORPORATED~~	~~LARYNGOSCOPE SYSTEMS~~	~~7/31/2020~~	
~~1083~~	~~St. Francis Medical Center~~	~~TELEFLEX MEDICAL INCORPORATED~~	~~SUTURE PRODUCTS~~	~~3/31/2021~~	
~~1084~~	~~St. Francis Medical Center~~	~~TELEFLEX MEDICAL INCORPORATED~~	~~ENDOMECHANICAL PRODUCTS~~	~~3/31/2021~~	
~~1085~~	~~St. Francis Medical Center~~	~~TERUMO CARDIOVASCULAR SYSTEMS CORP~~	~~VASCULAR GRAFTS~~	~~3/31/2020~~	~~$63,308.22~~
1086	St. Francis Medical Center	THE GREELEY COMPANY LLC	SERVICES-CONSULTING	1/1/2019	$0.00
1087	St. Francis Medical Center	THE INSTITUTE OF TRAUMA AND ACUTE CARE, INC. (ITAC)	PHYSICIANS-ON CALL	6/30/2019	$1,800.00
1088	St. Francis Medical Center	THE SOCIETY OF THORACIC SURGEONS NATIONAL DATABASE	PARTICIPATING PROVIDER AGREEMENT	12/31/2019	$0.00
1089	St. Francis Medical Center	THE WHITE STONE GROUP, INC.	LICENSE AGREEMENT	11/30/2019	$0.00
1090	St. Francis Medical Center	THERMO FISHER SCIENTIFIC	SERVICES AND EQUIPMENT	1/22/2019	$0.00
1091	St. Francis Medical Center	THERMO FISHER SCIENTIFIC CO	GENERAL LABORATORY PRODUCTS	3/31/2021	$0.00

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Strikethrough indicates that the referenced contract will not be assumed. All other contracts not stricken will be assumed.

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	Cure Amount (C)(D)(E)
1092	St. Francis Medical Center	THOMAS, SILAS J., MD, INC.	PHYSICIANS-ON CALL	10/31/2018	$0.00
~~1093~~	~~St. Francis Medical Center~~	~~TIDI PRODUCTS LLC~~	~~EXAM TABLE PAPER~~	~~6/30/2020~~	~~$1,058.40~~
~~1094~~	~~St. Francis Medical Center~~	~~TITAN SPINE LLC~~	~~SPINAL IMPLANTS AND RELATED PRODUCTS~~	~~6/13/2019~~	~~$9,000.00~~
~~1095~~	~~St. Francis Medical Center~~	~~TOUCHPOINT SUPPORT SERVICES, LLC~~	~~PURCHASED SERVICES~~	~~8/31/2019~~	~~$376,508.00~~
~~1096~~	~~St. Francis Medical Center~~	~~TRI ANIM HEALTH SERVICE~~	~~SPECIALTY DISTRIBUTION~~	~~12/31/2018~~	~~$15,169.90~~
~~1097~~	~~St. Francis Medical Center~~	~~TRI ANIM HEALTH SERVICE~~	~~RESPIRATORY THERAPY PRODUCTS~~	~~10/31/2018~~	
1098	St. Francis Medical Center	TRICARE HEALTH NET FEDERAL	FACILITY SERVICES AGREEMENT	Evergreen	$0.00
1099	St. Francis Medical Center	TRINITY SCHOOL OF HEALTH AND ALLIED HEALTH	STUDENT AFFILIATION AGREEMENT	10/14/2018	$0.00
1100	St. Francis Medical Center	TSAI, ZONG L., M.D.	PHYSICIANS-ON CALL	3/31/2019	$1,000.00
~~1101~~	~~St. Francis Medical Center~~	~~TZ MEDICAL INC~~	~~HEMOSTASIS AND COMPRESSION~~	~~6/30/2021~~	~~$350.00~~
1102	St. Francis Medical Center	UCLA EXTENSION -CONTINUED EDUCATION IN HEALTH SCIENCES	STUDENT AFFILIATION AGREEMENT	10/31/2019	$0.00
1103	St. Francis Medical Center	UCLA-HARBOR	STUDENT AFFILIATION AGREEMENT	6/30/2023	$0.00
1104	St. Francis Medical Center	UDOH, NNAEMEKA MD	PHYSICIANS-ON CALL	6/30/2019	$7,500.00
~~1105~~	~~St. Francis Medical Center~~	~~UHS SURGICAL SERVICES, INC.~~	~~EQUIPMENT LEASE/RENTAL~~	~~10/17/2022~~	
~~1106~~	~~St. Francis Medical Center~~	~~UHS SURGICAL SERVICES, INC.~~	~~SURGICAL SERVICES~~	~~1/0/1900~~	$0.00
1107	St. Francis Medical Center	ULTRALINQ HEALTHCARE SOLUTIONS INC.	LICENSE-SOFTWARE SUBSCRIPTION	6/1/2019	
1108	St. Francis Medical Center	UNICARE PHARMACY INC. D/B/A MEDICORX SPECIALTY	BUSINESS ASSOCIATE AGREEMENT	3/12/2019	$0.00
1109	St. Francis Medical Center	UNITED HEALTHCARE	FACILITY PARTICIPATION AGREEMENT	Evergreen	$3,051.60
1110	St. Francis Medical Center	UNIVERSITY OF PHOENIX, INC.	STUDENT AFFILIATION AGREEMENT	2/1/2019	$0.00
1111	St. Francis Medical Center	UNIVERSITY OF PITTSBURGH	PROFESSIONAL TRAINING SERVICES AGREEMENT	12/31/2019	$0.00
1112	St. Francis Medical Center	UNIVERSITY OF SAN FRANCISCO	STUDENT AFFILIATION AGREEMENT	12/3/2018	$0.00
1113	St. Francis Medical Center	UNIVERSITY OF SOUTHERN CALIFORNIA	RESEARCH AGREEMENT	6/30/2019	$0.00
1114	St. Francis Medical Center	UNIVERSITY OF SOUTHERN CALIFORNIA SCHOOL OF PHARMACY	STUDENT AFFILIATION AGREEMENT	6/30/2019	$0.00
1115	St. Francis Medical Center	URGENT PROPERTY SERVICES	DIETARY SERVICES	1/0/1900	$0.00
1116	St. Francis Medical Center	US WATER	SERVICES-WATER TREATMENT	5/31/2019	$0.00
1117	St. Francis Medical Center	USC SCHOOL OF SOCIAL WORK	STUDENT AFFILIATION AGREEMENT	11/27/2019	$0.00
~~1118~~	~~St. Francis Medical Center~~	~~VAPOTHERM INC~~	~~ACTIVE HUMIDIFICATION DEVICES~~	~~10/31/2021~~	~~$7,252.00~~
1119	St. Francis Medical Center	VASCULAR & THORACIC ASSOCIATES OF LOS ANGELES	PHYSICIANS-ON CALL	4/30/2019	$54,701.13
1120	St. Francis Medical Center	VASCULAR & THORACIC ASSOCIATES OF LOS ANGELES	PHYSICIANS-RECRUITMENT LOAN AGREEMENT	7/31/2020	
~~1121~~	~~St. Francis Medical Center~~	~~VECTOR RESOURCES, INC.~~	~~TELECOMMUNICATIONS~~	~~12/31/2018~~	~~$34,233.40~~
~~1122~~	~~St. Francis Medical Center~~	~~VENDING GROUP~~	~~AGREEMENT FOR SERVICES~~	~~1/21/2020~~	~~$0.00~~
1123	St. Francis Medical Center	VENOUS TECHNOLOGIES, INC.	SERVICES AGREEMENT	Evergreen	$0.00
1124	St. Francis Medical Center	VERGE HEALTH	PEER REVIEW SOFTWARE	6/30/2021	$0.00
1125	St. Francis Medical Center	VERITY MEDICAL FOUNDATION	PHYSICIANS-ON CALL	4/30/2019	
1126	St. Francis Medical Center	VERITY MEDICAL FOUNDATION	PHYSICIANS-ON CALL	4/30/2019	
1127	St. Francis Medical Center	VERITY MEDICAL FOUNDATION	PHYSICIANS-PHYSICIAN STAFFING AGREEMENT	4/30/2019	$7,700.00
1128	St. Francis Medical Center	VERITY MEDICAL FOUNDATION	ON CALL GENERAL SURGERY	1/31/2020	
1129	St. Francis Medical Center	VERITY MEDICAL FOUNDATION	SUBLEASE AGREEMENT	12/31/2020	
~~1130~~	~~St. Francis Medical Center~~	~~VYAIRE MEDICAL~~	~~NON-INVASIVE CARDIOLOGY EQUIP~~	~~5/31/2021~~	
~~1131~~	~~St. Francis Medical Center~~	~~VYAIRE MEDICAL~~	~~PHYSIOLOGICAL MONITORING SYS~~	~~5/31/2021~~	~~$11,979.84~~
~~1132~~	~~St. Francis Medical Center~~	~~VYAIRE MEDICAL~~	~~FETAL MONITORING~~	~~5/31/2021~~	
~~1133~~	~~St. Francis Medical Center~~	~~VYAIRE MEDICAL~~	~~INFANT CARE CAPITAL EQUIPMENT~~	~~7/31/2021~~	
1134	St. Francis Medical Center	W L GORE & ASSOCIATES INC	SYNTHETIC BIOABSORBABLE MESH	9/30/2019	
1135	St. Francis Medical Center	W L GORE & ASSOCIATES INC	VASCULAR GRAFTS	3/31/2020	$0.00
1136	St. Francis Medical Center	W L GORE & ASSOCIATES INC	DIC PRODUCTS	6/30/2019	
1137	St. Francis Medical Center	WADDY, SAVANNAH, DDS	PHYSICIANS-ON CALL	12/31/2019	$6,300.00
1138	St. Francis Medical Center	WALDEN UNIVERSITY, LLC	STUDENT AFFILIATION AGREEMENT	10/31/2021	$0.00
1139	St. Francis Medical Center	WEIDEMANN WATER CONDITIONERS, INC. D/B/A PACIFIC INDUSTRIAL WATER SYSTEMS	SERVICES-WATER TREATMENT	5/31/2019	$0.00
1140	St. Francis Medical Center	WELCH ALLYN INC	PATIENT SCALES	9/30/2020	
1141	St. Francis Medical Center	WELCH ALLYN INC	ELECTRONIC THERMOMETRY	S/31/2020	$0.00
1142	St. Francis Medical Center	WELCH ALLYN INC	DISPOSABLE VAGINAL SPECULUMS	6/30/2019	
1143	St. Francis Medical Center	WELLIGENT, INC.	SERVICES-SOFTWARE MAINTENANCE AND SUPPORT	7/31/2020	$3,636.00
1144	St. Francis Medical Center	WENZEL SPINE INC	SPINAL IMPLANTS AND RELATED PRODUCTS	4/4/2020	$0.00
1145	St. Francis Medical Center	WEST COAST UNIVERSITY	STUDENT AFFILIATION AGREEMENT	5/5/2020	$0.00
1146	St. Francis Medical Center	WEST COM & TV INC	NURSE CALL SYSTEMS	4/30/2021	$16,281.72
1147	St. Francis Medical Center	WILBUR TROUTMAN, M.D.	PHYSICIANS-ON CALL	6/30/2019	$0.00
1148	St. Francis Medical Center	WILSON A. MORALES, M.D., INC.	PHYSICIANS-ON CALL	6/30/2019	$0.00
~~1149~~	~~St. Francis Medical Center~~	~~WRIGHT MEDICAL TECHNOLOGY, INC~~	~~GENERAL ORTHO TRAUMA PRODUCTS~~	~~10/31/2019~~	~~$1,381.00~~
1150	St. Francis Medical Center	X-SPINE SYSTEMS INC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/13/2019	$0.00
1151	St. Francis Medical Center	YOUNG, HARDING G., MD, INC.	PHYSICIANS-DIRECTORSHIP	1/31/2020	$0.00
1152	St. Francis Medical Center	YOUNG, HARDING G., MD, INC.	PHYSICIANS-DIRECTORSHIP	1/31/2020	
1153	St. Francis Medical Center	ZANGIABADI MD, A PROFESSIONAL MEDICAL CORPORATION	PHYSICIANS-ON CALL	6/30/2019	

Strategic Global Management, Inc. Asset Purchase Agreement
Exhibit C - Executory Contracts and Unexpired Leases Subject to Assumption (St. Francis Medical Center) (F)

Strikethrough indicates that the referenced contract will not be assumed. All other contracts not stricken will be assumed.

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	Cure Amount (C)(D)(E)
1154	St. Francis Medical Center	ZANGIABADI MD, A PROFESSIONAL MEDICAL CORPORATION	PHYSICIANS-RECRUITMENT LOAN AGREEMENT	6/14/2020	
1155	St. Francis Medical Center	ZANGIABADI MD, A PROFESSIONAL MEDICAL CORPORATION	PHYSICIANS-DIRECTORSHIP	6/30/2019	$12,451.69
1156	St. Francis Medical Center	ZANGIABADI MD, A PROFESSIONAL MEDICAL CORPORATION	PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT	6/30/2019	
~~1157~~	~~St. Francis Medical Center~~	~~ZIMMER~~	~~GENERAL ORTHO TRAUMA PRODUCTS~~	~~10/31/2019~~	
~~1158~~	~~St. Francis Medical Center~~	~~ZIMMER~~	~~SURGICAL AUTOMATIC TOURNIQUET~~	~~10/31/2019~~	
~~1159~~	~~St. Francis Medical Center~~	~~ZIMMER~~	~~SURGICAL SKIN GRAFTING DEVICES~~	~~4/30/2020~~	
~~1160~~	~~St. Francis Medical Center~~	~~ZIMMER~~	~~TRACTION PRODUCTS~~	~~4/30/2021~~	~~$146,142.61~~
~~1161~~	~~St. Francis Medical Center~~	~~ZIMMER~~	~~ORTHOPEDIC POWER TOOLS AND ACC~~	~~4/30/2019~~	
~~1162~~	~~St. Francis Medical Center~~	~~ZIMMER~~	~~PULSE LAVAGE PRODUCTS~~	~~3/31/2021~~	
~~1163~~	~~St. Francis Medical Center~~	~~ZIMMER~~	~~TOTAL JOINT IMPLANTS~~	~~7/30/2020~~	
~~1164~~	~~St. Francis Medical Center~~	~~ZIMMER~~	~~ORTHO TOTAL JOINT INPLANTS~~	~~7/30/2020~~	
1165	St. Francis Medical Center	Z-MEDICA CORPORATION	HEMOSTASIS AND COMPRESSION	6/30/2021	$0.00
~~1166~~	~~St. Francis Medical Center~~	~~ZOLL MEDICAL CORPORATION~~	~~EXTERNAL DEFIBRILLATORS~~	~~5/31/2019~~	
~~1167~~	~~St. Francis Medical Center~~	~~ZOLL MEDICAL CORPORATION~~	~~PATIENT TEMPERATURE MANAGEMENT PRODUCTS~~	~~12/31/2020~~	~~$42,456.41~~
1168	St. Francis Medical Center	ZOUBERO, INC. (TRADE NAME "ALL SAINTS CAFE")	LICENSE AGREEMENT	3/25/2020	$0.00
1169	St. Francis Medical Center	ZZ-DFINE INC	VERTEBRAL COMP FRACTURE REPAIR	6/30/2019	$0.00

Footnotes:

(A) Debtor designation is based on the Debtors' books and records. However, contract and lease counterparties should also review the System / Multi-facility contract exhibit (Exhibit D) in conjunction with this Exhibit as certain contracts included herein may also be reflected as System / Multi-Facility contracts, particularly in the case of master purchase, master lease or master licensing agreements.

(B) Contract termination dates reflect current information in the Debtors' contract system, which may not capture auto-renewals, extensions or terminations since the Petition Date.

(C) Cure amounts reflect critical vendor payments made through February 19, 2019.

(D) Where multiple contracts are reflected, cure amounts could not be ascribed to individual contracts, and, as a result, a cure amount for all contracts within that category has been listed.

(E) Cure amounts for certain contracts reflect pricing through system-wide group purchasing organization agreements.

F) The Debtor has used its best efforts to accurately reflect executory contracts and unexpired leases herein, but reserves the right to supplement and / or modify this Exhibit, including for any ontracts which may not be deemed executory.

See last page of exhibit for relevant footnotes

The following pages are provided

as formatted by the bidder.

Ref #	Debtor (A)	
26	Verity Health System of California, Inc.	
309	Verity Business Services	
432	Verity Health System of California, Inc.	
480	Verity Health System of California, Inc.	
154	Verity Business Services	
455	Verity Health System of California, Inc.	
543	Verity Health System of California, Inc.	
261	Verity Health System of California, Inc.	y
330	Verity Holdings	
560	Verity Health System of California, Inc.	
180	Verity Health System of California, Inc.	
163	Verity Health System of California, Inc.	y
512	Verity Business Services	
228	Verity Health System of California, Inc.	
77	Verity Business Services	
346	Verity Health System of California, Inc.	
52	Verity Health System of California, Inc.	
345	Verity Health System of California, Inc.	y
280	Verity Business Services	y
220	Verity Health System of California, Inc.	
430	Verity Health System of California, Inc.	
140	Verity Health System of California, Inc.	
382	Verity Health System of California, Inc.	
185	Verity Health System of California, Inc.	
34	Verity Health System of California, Inc.	
109	Verity Health System of California, Inc.	y
497	Verity Health System of California, Inc.	
46	Verity Health System of California, Inc.	
373	Verity Health System of California, Inc.	
404	Verity Health System of California, Inc.	y
287	Verity Health System of California, Inc.	
253	Verity Health System of California, Inc.	
76	Verity Health System of California, Inc.	
65	Verity Health System of California, Inc.	
168	Verity Health System of California, Inc.	
559	Verity Health System of California, Inc.	
124	Verity Health System of California, Inc.	
148	Verity Health System of California, Inc.	
285	Verity Health System of California, Inc.	
531	Verity Business Services	
231	Verity Health System of California, Inc.	
354	Verity Health System of California, Inc.	
120	Verity Health System of California, Inc.	
194	Verity Health System of California, Inc.	

191	Verity Health System of California, Inc.	
388	Verity Health System of California, Inc.	
205	Verity Health System of California, Inc.	
281	Verity Health System of California, Inc.	y
401	Verity Health System of California, Inc.	
356	Verity Health System of California, Inc.	
361	Verity Health System of California, Inc.	
288	Verity Health System of California, Inc.	
238	Verity Health System of California, Inc.	
370	Verity Health System of California, Inc.	
199	Verity Health System of California, Inc.	
329	Verity Holdings	
539	Verity Health System of California, Inc.	
357	Verity Health System of California, Inc.	
158	Verity Health System	
505	Verity Health System of California, Inc.	
254	Verity Health System of California, Inc.	
92	Verity Health System of California, Inc.	
89	Verity Health System of California, Inc.	
279	Verity Health System of California, Inc.	
240	Verity Health System of California, Inc.	
101	Verity Health System of California, Inc.	
392	Verity Health System of California, Inc.	
177	Verity Health System of California, Inc.	
131	Verity Health System of California, Inc.	
457	Verity Health System of California, Inc.	
564	Verity Health System of California, Inc.	
435	Verity Health System of California, Inc.	
487	Verity Health System of California, Inc.	
452	Verity Health System of California, Inc.	
563	Verity Health System of California, Inc.	
153	Verity Health System of California, Inc.	
426	Verity Health System of California, Inc.	
368	Verity Health System of California, Inc.	
186	Verity Health System of California, Inc.	
39	Verity Business Services	
547	Verity Health System of California, Inc.	
272	Verity Health System of California, Inc.	y
117	Verity Health System of California, Inc.	
169	Verity Health System of California, Inc.	y
318	Verity Health System of California, Inc.	
418	Verity Health System of California, Inc.	
525	Verity Health System of California, Inc.	
540	Verity Health System of California, Inc.	
268	Verity Health System of California, Inc.	
450	Verity Health System of California, Inc.	
462	Verity Health System of California, Inc.	
139	Verity Health System of California, Inc.	y

567	Verity Health System of California, Inc.	
129	Verity Health System of California, Inc.	
291	Verity Health System of California, Inc.	
374	Verity Health System of California, Inc.	
568	Verity Health System of California, Inc.	
107	Verity Health System of California, Inc.	
431	Verity Health System of California, Inc.	
396	Verity Health System of California, Inc.	
446	Verity Health System of California, Inc.	
88	Verity Business Services	
155	Verity Health System of California, Inc.	
464	Verity Holdings	
439	Verity Health System of California, Inc.	
440	Verity Health System of California, Inc.	
181	Verity Health System of California, Inc.	
351	Verity Holdings	
28	Verity Health System of California, Inc.	
116	Verity Health System of California, Inc.	
1	Verity Health System of California, Inc.	
2	Verity Health System of California, Inc.	y
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Contract Counterparty (B)	Nature of Contact / Lease
Allscripts Healthcare, LLC	Master Agreement
Microsoft	License-Software Subscription
Rubin and Raine, a RMB Inc. company	Services-Cash Management
Sunquest Information Systems, Inc. (fka Misys Hospital S	License-Software
EOS CCA fka California Service Bureau of Marin County, I	Services-Collections
Sodexo CTM LLC	Master Agreement
Vizient, an MDS Company	Letter of Intent (LOI)
M*Modal fka MedQuist Transcriptions, Ltd.	Services-Transcription
Nantworks, LLC	Lease - equipment
Workday, Inc.	License-Software Subscription
GRM	Document Storage
Experian Health (fka Passport Health Communications, I	License-Software Subscription
Triage Consulting Group	Services-Collections
Kforce	Service agreement
Biocomposites	Designation Agreement
NTT DATA Services aka Perot Systems	Services-Consulting
AT&T	Services-Telecommunications
nThrive Revenue Systems, LLC (fka MedAssests Net Rever	License-Software Subscription
MDS, Inc.	Financing Agreement
Jeffer Mangels Butler & Mitchell LLP	Services-Legal
Ropes & Gray	Service agreement
Deloitte & Touche	Services-Consulting
Philips Healthcare Informatics, Inc.	Services-Software Maintenance and Su
HEALTHCARE COST SOLUTIONS	CODING VENDOR
Amplus Group, LLC	Services-Consulting
Cerner health services inc formerly siemens medical sol	Services-Software Maintenance and Su
Toyon Associates, Inc.	Services-Consulting
ARUP Laboratories	Professional Services Agreement
Parallon (fka The Outsource Group)	Services-Collections
QuadraMed Corporation	Services-Hardware and Software Maint
Medicity, Inc.	Services-Software Maintenance and Su
LIGHTHOUSE MANAGEMENT	Temporary staffing
Big Inventory, Inc.	Administrative Services
Axion	Services-Software Maintenance and Su
Gallup, Incorporated	Letter of Agreement
Wolters Kluwer Health fka Pharmacy OneSource, Inc.	Services-Software Maintenance and Su
Codeworks	Master Agreement
ECRI	License-Software Subscription
Medical Courier, Inc.	Services-Courier
Verge Solutions, LLC	Services-Consulting
Kronos, Inc.	License-Software Subscription
ONCOTEAM	Administrative Services
CliniComp, Intl.	Services-Hardware and Software Maint
Hill Rom Company	Master Purchasing Agreement

HealthStream, Inc.	Master Agreement
Praxair	Supplies-Respiratory
Idea Consulting Group	Services-Consulting
MDX Medical data Exchange	Services - Software Maintenance and Su
Q-Centrix, LLC	Master Agreement
ONPOINT HEALTHCARE SOLUTIONS	
Optum360, LLC	License-Software
MediClean Linen and Laundry Inc	Services-Linen Supply
LA Care Health Plan	Administrative Services
Pacific Medical	Equipment-Purchase
Hooper, Lundy & Bookman, P.C.	Services-Legal
Nantworks, LLC	Lease-office space
Verizon Wireless	Services Agreement
OpsGenie	License-Software Subscription
Equinix LLC	Master Agreement
TractManager, Inc.	License-Software Subscription
LinkedIn	Sales Order
Campus Laundry	Services-Linen Supply
Brown Rudnick LLP	Services-Legal
MD Insider	Technology Services Agreement
Language Line Services	Services-Interpreter
CareFusion Solutions, LLC (Pyxis)	Discount Pricing Agreement
Press Ganey and Associates	Services-Survey
Granite Communications	Premier Vendor
Constellation New Energy - Gas Division, LLC	Master Purchasing Agreement
Sonrai Group, LLC	Services-Consulting
Zeriva	Equipment-Warranty
Salem & Green	Services-Legal
Surgical Information Systems (SIS)	License-Software
Smith & Nephew	Supplies-Total Joints
Zayo Group, LLC	Master Agreement
Environmental Service Partners, Inc	Services-Building Maintenance
Robert Half/Office Team	Service agreement
Outside GC CA LLP	Letter of Agreement
Healthcare Transformation LLC	Services-Consulting
APPLIED BIOLOGICS	Designation Agreement
Vox Network Solutions	Services-Telecommunications
McKesson Information Solutions, Inc.	License-Software
Cirius Group, Inc., The	Services-Software Maintenance and Su
GE Healthcare	Services - Hardware and Software Main
Moss Adams, LLP	Letter of Agreement
Radio Korea	Memorandum of Understanding
US Healthworks	Service agreement
VHA-UHC Alliance NewCo, Inc.	Professional Services Agreement
Matrix HG, Inc	Services-Water Treatment
SimplifiedNetworks	Services-Telecommunications
Squire Patton Boggs (US) LLP	Services-Legal
Dell Financial Services	Equipment Lease Agreement

Zones	Business Associate Agreement
Concur Technologies. Inc.	Master Agreement
Medline Industries, Inc.	Supply Distribution Agreement
PARO Decision Support, LLC	Master Agreement
Zoom	
CereSoft, Inc.	Master Agreement
Rosenberg and Pick	Services-Legal
Progressive Medical, Inc.	Master Purchasing Agreement
Sharma, Pooja, M.D.	Physicians-Consulting Services
Brink's, U.S.	Services-Armored Carrier
Epiq	Services-Consulting
St. Francis Medical Center	Equipment-Lease/Rental
Sedgwick CMS Company	Master Purchasing Agreement
Sedgwick CMS Company	Master Purchasing Agreement
Hanson Bridgett LLP	Services-Legal
O'Connnor Hospital	Equipment-Lease/Rental
Amazon Web Services	Confidentiality & Non-Disclosure
Ciox Health, LLC	Master Agreement
314e	Services-Consulting
3M (fka SoftMed Systems, Inc.)	Services-Software Maintenance and Su
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3M (fka SoftMed Systems, Inc.)	Services-Software Maintenance and Su
3M (fka SoftMed Systems, Inc.)	License-Software
3M Health Information Systems	License-Software
A. Carlson Associates, LLC	Services-Consulting
Abbott Labs, Inc.	Supplies-VCD
Abbott Nutrition	Designation Agreement
AbbVie US LLC	Discount Pricing Agreement
Ability Network (formerly known as VisionShare)	Network Services Agreement
Accretive Health, Inc.	Professional Services Agreement
Accretive Health, Inc.	Services-Consulting
Active Medical Group of Northern California	Lease-as Landlord
Aetna Life Insurance Company	Master Agreement
Akin Gump Strauss Hauer & Feld LLP	Services-Legal
Akin Gump Strauss Hauer & Feld LLP	Services-Legal
Alegis Revenue Group, LLC	Services-Collections
Alevio, LLC	Master Purchasing Agreement
Alicaway, Edgardo G. MD	Physicians-Consulting Services
Alliant ChoicePlus	Service agreement
Alliant Employee Benefits	Service agreement
Alliant Insurance Services, Inc.	Professional Services Agreement
Altegra Health, Inc.	Professional Services Agreement
American Medical Association	License-Software
American Red Cross	Master Purchasing Agreement
American Red Cross	Blood/Organ/Tissue
American Red Cross	Blood/Organ/Tissue

American Registry for Internet Numbers (ARIN)	Master Agreement
Anderson, Jeffrey MD	Physicians-Consulting Services
Anderson, Maxine MD	Physicians-Consulting Services
Ankura Consulting Group	Letter of Agreement
Annapolis Consulting Group	Business Associate Agreement
Applied Management Systems, Inc.	Confidentiality & Non-Disclosure
Applied Statistics & Management, Inc.	Technology Services Agreement
Arcadia Recovery Bureau fka CBSJ Financial Corp.	Services-Collections
Arent Fox	Services-Legal
Arthrex, Inc.	Master Purchasing Agreement
Artinyan, Avo, M.D.	Physicians-Consulting Services
Ascension Health	Partnership
Ascension Health	Professional Services Agreement
Ascension Health	Services-Cash Management
Ascension Health Alliance	Confidentiality & Non-Disclosure
Ascom Wireless - Vector Resources, Inc	Telecommunications
AT&T	Services-Telecommunications
AT&T	Services-Telecommunications
AT&T	Telecommunications
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AT&T	Services-Telecommunications
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Athene Law	Services-Legal
Axiom	Letter of Agreement
B.Braun Interventional Systems, Inc.	Master Purchasing Agreement
Badhwar, Nitish MD	Physicians-Consulting Services
Baker and Hostetler, LLP	Letter of Agreement
Baker and Hostetler, LLP	Letter of Agreement
Bank of America	Services-Banking
Bard Peripheral Vascular, Inc.	Master Purchasing Agreement
Baxter Healthcare Corporation	Letter of Agreement
BE Smith	Service agreement
Berkeley Research Group, LLC	Confidentiality & Non-Disclosure
Best Practice Professionals Inc. (dba oneSource Docume	Subscriptions
Biomet Orthopaedics, LLC	Supplies-Total Joints
Biotronik, Inc.	Supplies-CRM
Blue Shield of California	Administrative Services
Blue Shield of California (Retiree health)	Service agreement
Blue Shielf of California (All isnured plans - PPO, POS, HM	Service agreement
BoardEffect LLC	License-Software
Boston Scientific Corp.	Supplies-Cath Lab
Boston Scientific Corp.	Supplies-CRM
Bottomline Technologies (fka Optio Software)	Services-Software Maintenance and Su
Brandify	Services-Consulting

Burke, Chris MD	Physicians-Consulting Services
California IPA, Inc.	Confidentiality & Non-Disclosure
Campus Physical Therapy	Lease-as Landlord
Capital Tower Group, LLC	Services-Telecommunications
CARDINAL HEALTH 110, INC.	DISCOUNT PRICING AGREEMENT
Cardinal Health 110, Inc.	Pharmaceutical
Cardinal Health 200, Inc.	Discount Pricing Agreement
Cardinal Health Pharmacy Service LLC (aka Cardinal Hea	Pharmaceutical
Cardio Medical Products, Inc.	Supplies-Cath Lab
CareFusion Solutions, LLC	Master Purchasing Agreement
Carpenter, Thomas J. MD	Services-Consulting
Catholic Healthcare Audit Network (CHAN)	Services-Consulting
Catholic Healthcare Audit Network (CHAN)	Letter of Agreement
Center for Improvement in Healthcare Quality (CIHQ)	Membership
Century Link (Level 3)	Service Agreement
CereSoft, Inc.	License-Software Subscription
Chang, Karen MD	Services-Consulting
Change Healthcare Technologies LLC fka Technologies, I	License-Software
CHIS, Inc.	Services-Consulting
Cigna - LTD	Service agreement
Cigna - STD	Service agreement
Cigna DHMO	Service agreement
Cisco Capital	Equipment-Lease/Rental
Citrix Systems, Inc.	Services-Software Maintenance and Su
CMS CONTRACT MANAGEMENT STRATEGIES INC.	Services-Consulting
Coblantz, Patch, Duffy & Bass LLP	Letter of Agreement
Cochlear Americas	Master Purchasing Agreement
Compliance Training Solutions	Services-Education
Computer Credit, Inc.	Services-Collections
Computer Credit, Inc.	Services-Collections
Computer Sciences Corporation (CSC)	Services-Consulting
Conifer Health Solutions	Professional Services Agreement
Cox, Castle and Nicholson LLP	Letter of Agreement
Cox, Dwayne MD	Services-Consulting
CSI Leasing	Equipment-Lease/Rental
CSI Leasing	Equipment-Lease/Rental
D.A. Pope, Inc	Professional Services Agreement
Dale Medical Products	Master Agreement
Dave, Rajan, MD	Lease-as Tenant
Deloitte & Touche	Services-Consulting
Deloitte & Touche	Letter of Agreement
Delta Dental PPO 1200	Service agreement
Delta Dental PPO 1500	Service agreement
Delta Dental PPO 800	Service agreement
Diligent Corporation	License-Software Subscription
DocuSign	Administrative Services
Edleman	Services-Consulting
Edwards Lifesciences, Inc	Master Purchasing Agreement

Elsevier, B.V. (fka MD Consult)	License-Software Subscription
Emerald Textiles, LLC	Services-Linen Supply
EQ2 LLC	License-Software Subscription
Equifax	Service agreement
Ernst & Young	Business Associate Agreement
eSolutions, Inc.	Technology Services Agreement
Ethicon US, LLC	Master Purchasing Agreement
Everest Enterprises	Administrative Services
Expressbill, Inc./ Emdeon	Professional Services Agreement
FIS Avantgard	Services - Software Maintenance and Su
Fred Naraghi, MD, Inc.	Confidentiality & Non-Disclosure
Fulbright & Jaworski	Letter of Agreement
GE Healthcare Financial	Equipment-Lease/Rental
Gibson Dunn & Crutcher LLP	Letter of Agreement
Girsky, Marc MD	Physicians-Consulting Services
GitLab, Inc.	Technology Services Agreement
Global Clinical Consulting	Services-Consulting
Global Health Exchange, LLC. (GHX)	License-Software Subscription
Gordon And Betty Moore Foundation	Grant Agreement
Grant Thornton LLP	Services-Consulting
Green Genes LLC	Professional Services Agreement
HCT Executive Interim Solutions, LLC	Administrative Services
Healthcare Appraisers, Inc.	Professional Services Agreement
Healthcare Source (Position Manager)	Service agreement
HealthCareSource HR, Inc.	Services-Software Maintenance and Su
Healthline Systems,Inc.	License-Software Subscription
HealthNow	Service agreement
HealthSource Global Staffing, Inc	Administrative Services
HealthStream, Inc.	Professional Services Agreement
Help Systems, Inc.	Services-Software Maintenance and Su
Hodges Maces	Professional Services Agreement
Honeywell International	Services-Construction
Hooper Healthcare Consulting LLC	Administrative Services
Hooper Healthcare Consulting LLC	Services-Consulting
Host Analytics	Services-Software Maintenance and Su
Hsiao, Michael	Lease-other
Huron	Services Agreement
Ibarra, Audra	Services-Legal
IBM	License-Software Subscription
ImageFirst of San Francisco, LLC	Master Agreement
Imagen Technologies	Confidentiality & Non-Disclosure
inContact, Inc.	License-Software
Indeed	Service agreement
Infor World (Infinium)	Services-Software Maintenance and Su
Infor World (Infinium)	Services-Software Maintenance and Su
Innovasafe	Escrow-Software
Inpriva	Services-Software Maintenance and Su
Integrity Healthcare, LLC	Master Agreement

INTERSURGICAL	Designation Agreement
InterSystems Corporation	License-Software Subscription
IntraLearn Software Corporation	Services-Software Maintenance and Su
ISU Insurance Servcies (fka Pinnacle Broker's, Inc.)	Master Purchasing Agreement
James R. Lahana, a Professional Law Corporation	Letter of Agreement
Jennifer Gravois dba Thomas Consulting	Independent Contractor
John Hancock (Verity Retirement Plan A, Verity Retirem	Service agreement and amended fee sch
Jones Day	Services-Legal
Joy Victor, MD	Services-Consulting
Kaufman Hall	License-Software Subscription
Kaufman Hall	Services-Consulting
Kenyon & Kenyon LLP	Services-Legal
Kimberly-Clark global Sales, LLC	Master Purchasing Agreement
Kirchner, Paula	Services-Consulting
Kronos, Inc.	Services-Equipment Maintenance
Kronos, Inc.	Services-Hardware and Software Maint
Kurt Salmon Associates Inc	Services-Consulting
Kurt Salmon Associates Inc	Services-Consulting
Kurt Salmon Associates Inc	Services-Consulting
Kurt Salmon Associates Inc	Services-Consulting
Lane Telecommunications, Inc..	Services-Software Maintenance and Su
Language Line Services	Telecommunications
Law Offices of Stephenson, Acquisto & Coleman	Services-Legal
Lean Transformations Group, LLC	Services-Consulting
Lee, Shu May MD, Inc.	Lease-as Landlord
LHMs DCHS CBS	Business Associate Agreement
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LHMs DCHS CBS	Business Associate Agreement
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LHMs DCHS CBS	Business Associate Agreement
Lighthouse Document Technologies, Inc.	Master Agreement
Lockton Companies, LLC (Kansas City Series)	Insurance Coverage
Long William M.D.	Physicians-Consulting Services
Longar, Susan MD	Lease-as Landlord
Los Altos Surgery Center LLC	Administrative Services
Lund Pearson McLaughlin Fire Protection Systems, Inc	Professional Services Agreement
Lysle Buchbinder	Services-Legal
M.J. Mechanical Services, Inc.	Services-Equipment Maintenance
MagView	License-Software
Manatt, Phelps and Phillips LLP	Services-Legal
Manoochehrian, Ali MD	Services-Consulting
Mariposa 2040 LLC	Lease-as Tenant
Mathew Abraham - SmartMed	Services-Consulting
Matteoni O'Laughlin & Hechtman	Services-Legal
Mazars USA LLP	Services-Consulting
MCG Health, LLC	License-Software

McKesson Information Solutions, Inc.	License-Software
McKesson Information Solutions, Inc.	License-Software
McKesson Information Solutions, Inc.	Memorandum of Understanding
McKesson Information Solutions, Inc.	Services-Software Maintenance and Su
McKesson Information Solutions, Inc.	License-Software
McKesson Information Solutions, Inc.	License-Software
Mead Johnson & Company, LLC	Designation Agreement
Medacta USA, Inc.	Supplies-Total Joints
MedDataSys (fka Alegis Revenue Group)	Services - Collections
Medical Innovations, Inc.	Professional Services Agreement
Medicus Integrated Health Services, Inc.	Lease-as Landlord
MedImpact	Service agreement
Medline Industries, Inc.	Supplies-Linen
Medline Industries, Inc.	Supplies-Linen
Medline Industries, Inc.	Supplies-Linen
Medline Industries, Inc.	Supply Distribution Agreement
MedPlus, Inc.	Services-Equipment Maintenance
MedPlus, Inc.	Services-Software Maintenance and Su
MedSource Travelers	Service agreement
MedSource Parts, LLC	Equipment-Lease/Rental
Medtronic Sofamor Danek USA, Inc.	Supplies-Cath Lab
Medtronic Sofamor Danek USA, Inc.	Supplies-Spinal Hardware
Medtronic USA, Inc.	Master Purchasing Agreement
Medtronic USA, Inc.	Supplies-DES
Merrill Communications, LLC	Business Associate Agreement
Metlife - Verity Executives	Service agreement
Metrex Research, LLC	Master Purchasing Agreement
Micromedex (a business of Thomson Reuters Healthcare	License-Software Subscription
MicroPort Orthopedics (formerly Wright Medical)	Supplies-Total Joints
Microsoft	Discount Pricing Agreement
Microsoft	License-Software Subscription
MicroWest Software Systems, Inc.	License-Software
MicroWest Software Systems, Inc.	Services-Software Maintenance and Su
Millhouse, Felix MD	Physicians-Consulting Services
Milliman, Inc.	Services-Consulting
MJ Mechanical Services, Inc.	Services-Equipment Maintenance
Montage Legal Group, LLC	Letter of Agreement
Moss Adams, LLP	Professional Services Agreement
Moss Adams, LLP	Professional Services Agreement
Moss Adams, LLP	Services-Consulting
MPB Group, LLC (BERYL)	Services-Physician Referral
Mulligan, Timothy, MD	Lease-as Landlord
Munger, Tolles & Olson	Services-Legal
Muzak	License-Software Subscription
Muzak	License-Software Subscription
Nant Capital, LLC	Confidentiality & Non-Disclosure
Nanthealth fka iSirona, LLC	License-Software
National Health Information Sharing and Analysis Cente	Membership

Negley, Ott & Associates	Services-Consulting
Nelson and Associates	Business Associate Agreement
Nelson Hardiman, LLP	Services-Legal
Nestle HealthCare Nutrition, Inc.	Committed Purchase Agreement
Nestle Waters North America, Inc.	Services-Bottled Water
Net Health Systems, Inc.	License-Software
NeuroStructures, Inc.	Master Purchasing Agreement
Nexus IS, Inc.	Master Purchasing Agreement
NFS Leasing, Inc.	Equipment-Lease/Rental
NFS Leasing, Inc.	Equipment-Lease/Rental
Northern California Physicians Network, Inc.	Confidentiality & Non-Disclosure
Northern Trust (Verity Directed Retirement Trust)	Service agreement
Northern Trust Company	Trust Agreement
NuVasive, Inc.	Designation Agreement
NuVasive, Inc.	Supplies-Spinal Hardware
NUVECTRA	Designation Agreement
Ober Kaler	Services-Legal
OID	Membership
Oncology Technology Associates	Confidentiality & Non-Disclosure
OneSource Printer Service and Supply, Inc.	Services-Printer Maintenance
OptiLink	Services-Software Maintenance and Su
Optum	Service agreement
Optum - EAP	Service agreement
Order of Malta Los Angeles, Free Clinic	Lease-as Landlord
Organogenesis Inc.	Letter of Agreement
Organogenesis Inc.	Master Purchasing Agreement
Ortho-Clinical Diagnostics (a Johnson and Johnson Com	Supplies-Laboratory
Ortho-Clinical Diagnostics (a Johnson and Johnson Com	Supplies-Laboratory
Ortho-Clinical Diagnostics (a Johnson and Johnson Com	Blood/Organ/Tissue
Owen, Wickersham & Erickson, P.C.	Services-Legal
Paradigm Spine, LLC	Master Purchasing Agreement
Paragon Legal Group, P.C.	Services-Legal
Parto Parham M.D.	Physicians-Consulting Services
Patient Point	Services-Consulting
Payroll Express, LLC	Master Agreement
Perkins Coie LLP	Services-Legal
Peter A. Ripper and Associate, Inc. dba PARA Healthcare	Master Agreement
Peter A. Ripper and Associates, Inc.	Confidentiality & Non-Disclosure
Pharmacy OneSource	License-Software Subscription
Philips Healthcare Informatics, Inc.	Services-Software Maintenance and Su
Physicians Surgery Services	Professional Services Agreement
Picis	License-Software
Pillsbury Winthrop Shaw Pittman LLP	Services-Legal
Polsinelli PC	Services-Legal
Predixon Software	Business Associate Agreement
PreEmploy	Service agreement
Pre-Employ.com, Inc.	Professional Services Agreement
ProData	Services-Software Maintenance and Su

Prodigy Health Supplier Corporation	Supply Distribution Agreement
Professional Research Consultants, Inc.	Professional Services Agreement
Prosidyan, Inc.	Master Purchasing Agreement
Proskauer Rose LLP	Services-Legal
PROSMAN, FAITH MD	SERVICES-CONSULTING
PSOMAS	Services-Consulting
QS/1 Data Systems	License-Software Subscription
QS/1 Data Systems	License-Software Subscription
QuadraMed Corporation	Services-Hardware and Software Maint
QuadraMed Corporation	Services-Hardware and Software Maint
QuadraMed Corporation	Services-Hardware and Software Maint
QuadraMed Corporation	Services-Hardware and Software Maint
QuadraMed Corporation	Services-Hardware and Software Maint
QuadraMed Corporation	Services-Software Maintenance and Su
QuadraMed Corporation	License-Software
QuadraMed Corporation	Services-Hardware and Software Maint
QuadraMed Corporation	Services-Software Maintenance and Su
QuadraMed Corporation	Services-Hardware and Software Maint
QuadraMed Corporation	Services-Software Maintenance and Su
QuadraMed Corporation	Services-Hardware and Software Maint
Quinn Emanuel	Services-Legal
Rajan Davie, M.D.	Lease-as Landlord
Ranavat, Amritlal MD	Lease-as Landlord
Raymond Dugan Velasco, MD, Inc.	Lease-as Landlord
Razaee, Mehrdad M.D.	Physicians-Consulting Services
Reid & Hellyer	Services-Legal
rL Solutions	Services-Software Maintenance and Su
Robert Half Legal	Administrative Services
Roche Diagnostics Corporation	Master Agreement
Roche Diagnostics Corporation	Master Purchasing Agreement
Romanoff Consulting	Services-Consulting
Rubin and Raine, a RMB Inc. company	Services-Collections
Rubin and Raine, a RMB Inc. company	Services-Consulting
San Mateo Health Commission dba Health Plan of San M	Payor Agreement
SeaSpine Orthopedics Corporation (formerly Integra Lif	Supplies-Spinal Hardware
Seidman, Richard MD	Physicians-Consulting Services
Seton Medical Center	Equipment-Lease/Rental
Seton Medical Center	Lease-as Tenant
Seton Medical Center	Lease-as Tenant
Seton Medical Center	Lease-as Tenant
Shin, Tae M., M. D., Inc.	Physicians-Consulting Services
Siemens Healthcare Diagnostics, Inc	Standing Order
Singer Associates, Inc.	Services-Legal
Smith & Nephew, Inc.	Discount Pricing Agreement
SMSI Inc.	Services-Consulting
Sodexo CTM LLC	Services-Consulting
Sorin Group USA, Inc.	Master Purchasing Agreement
Spine Wave, Inc.	Master Purchasing Agreement

Spineology, Inc.	Master Purchasing Agreement
SSI (fka Provider Advantage / QuadraMed)	License-Software
St. Jude Medical	Supplies-CRM
St. Jude Medical	Supplies-VCD
St. Vincent Medical Center	Equipment-Lease/Rental
St. Vincent Medical Center	Lease-as Tenant
St. Vincent Medical Center	Lease-as Tenant
Stanford Blood Center	Blood/Organ/Tissue
Stat Lab Medical Products, Inc.	Master Purchasing Agreement
Stefan, Michael R., M. D.	Lease-as Landlord
Stempler, Dennis MD	Physicians-Consulting Services
Stephanie Ruby	Services-Legal
Steven Hirsch & Assoc.	Services-Consulting
Steven Hirsch & Associates	Services-Consulting
Stratus	Telecommunications
Stryker Orthopaedics	Supplies-Total Joints
Studer Group, LLC	Services-Consulting
Sunquest Information Systems, Inc. (fka Misys Hospital S	License-Software
Sunquest Information Systems, Inc. (fka Misys Hospital S	Services-Software Maintenance and Su
Sunquest Information Systems, Inc. (fka Misys Hospital S	License-Software
Sunquest Information Systems, Inc. (fka Misys Hospital S	License-Software
Sunquest Information Systems, Inc. (fka Misys Hospital S	Services-Software Maintenance and Su
Surgical Care Affiliates, LLC	Confidentiality & Non-Disclosure
Symphony Performance Health, Inc. dba SPH Analytics	License-Software Subscription
Talyst, Inc. [LINK IS FOR CONTRACT #1001.6129E]	License-Software Subscription
TCG Builders dba The Core Group Master Agreement	Services-Construction
The Hays Group, Inc.s dba Hays Companies	Confidentiality & Non-Disclosure
The Martin Venture Companies, LLC	Confidentiality & Non-Disclosure
The North Highland Company LLC	Services-Consulting
The Support Group, Inc.	Professional Services Agreement
Theradoc via Premier	Clinical Surveillance - Infection Prevent
Towers Watson (FKA Watson Wyatt)	Services-Consulting
Toyon Associates, Inc.	Services-Consulting
Toyon Associates, Inc.	Services-Consulting
Toyon Associates, Inc.	Services-Consulting
Toyon Associates, Inc.	Services-Consulting
Toyon Associates, Inc.	Services-Consulting
Toyon Associates, Inc.	Services-Consulting
Tracelink	License-Software Subscription
Tran Davis	Services-Consulting
Transamerica	Service agreement
Transamerica (Verity Executive Long-Term Savings Plan A	Service agreement and subsequent ame
Transamerica (Verity Retirement Plan Account)	Service agreement and subsequent ame
Transamerica (Verity Supplemental Retirement Plan - 4(	Service agreement and subsequent ame
Transamerica (Verity Supplemental Retirement Plan - TS	Service agreement and subsequent ame
Triage Consulting Group	Letter of Agreement
Trimedx, LLC	Master Agreement
Truven Health Analytics (an IBM company)	License-Software Subscription

TZ Medical, Inc.	Supplies-Defibs
United Parcel Service, Inc.	Freight Management Service Agreemen
Universal Protection Services	Services-Security
Unum	Service agreement
Unum	Service agreement
Unum	Service agreement
Unum	Service agreement
Unum - Long term Care	Service agreement
Unum - Verity Executives	Service agreement
US Oncology, Inc.	Confidentiality & Non-Disclosure
Uy, Santos MD	Lease-as Landlord
van Hall Law Offices	Services-Legal
Vascular Associates of Northern Calif.	Supplies-Cath Lab
Vascular Solutions	Master Purchasing Agreement
Verge Solutions, LLC	License-Software
Verity BASM Holdco, LLC	Administrative Services
Verity BASM Holdco, LLC	Partnership
Verity Business Services	Business Associate Agreement
Verity Holdings, LLC	Equipment-Lease/Rental
Verity Medical Foundation	Equipment-Lease/Rental
Verity Medical Foundation	Lease-as Tenant
Vitality Health Plan of California, Inc.	Network Services Agreement
Vivace Systems, LLC	Confidentiality & Non-Disclosure
VMDoc, Inc.	Confidentiality & Non-Disclosure
Voicebrook, inc.	License-Software
Voicebrook, inc.	Services-Hardware and Software Maint
VSP	Service agreement
VSP - Vision	Service agreement
W. L. Gore & Associates, Inc.	Designation Agreement
Websense	License-Software Subscription
Weis International Inc.	Services-Consulting
Weiss, Jamie MD	Services-Consulting
Wellingon Trust Company	Investment
Wenzel Spine, Inc.	Master Purchasing Agreement
Wilshire Associates	Services-Consulting
Witt Kieffer	Professional Services Agreement
Witt Kieffer	Administrative Services
Yamamoto, Kenneth MD	Lease-as Landlord
Yes	Administrative Services
Zimmer US, Inc.	Supplies-Total Joints
Zirmed, Inc.	Letter of Agreement

Termination Date (C)	Seton Medical Center & Coastside	Seton Medical Center Coastside	St. Francis Medical Center	St. Vincent Medical Center	Verity Health System
8/2/27	-	-	-	-	4,422,772
2/1/19	-	-	-	-	1,753,815
5/16/19	-	-	-	-	1,015,879
6/30/19	-	-	1,617	22,702	939,089
6/30/19	-	-	-	-	689,959
10/3/21	94,411	-	258,742	178,147	-
6/15/17	-	-	-	-	459,244
4/30/19	-	-	-	-	417,550
7/1/19	-	-	-	-	351,032
10/30/22	-	-	-	-	329,905
Evergreen	-	-	-	-	275,593
3/25/24	-	-	-	-	271,971
Evergreen	-	-	-	-	231,760
6/26/19	-	-	8,821	-	218,386
5/31/21	6,416	-	10,095	208,432	-
2/3/20	-	-	-	-	187,593
2/28/19	-	-	793	-	182,190
3/31/19	-	-	-	294	162,468
8/12/19	-	-	-	-	151,366
Evergreen	-	-	-	-	148,551
	-	-	-	-	140,612
Evergreen	-	-	-	-	137,478
4/14/19	-	-	-	-	136,998
month to month a	-	-	-	-	126,798
7/24/19	-	-	-	-	119,986
6/30/19	-	-	12,306	-	99,913
4/10/19	111,854	-	-	-	-
9/30/16	56,439	-	22,594	30,094	-
4/30/19	-	-	-	-	108,551
5/31/19	-	-	-	-	90,715
7/31/19	-	-	-	-	90,000
	-	-	-	-	89,132
12/31/18	-	-	-	-	81,816
6/24/19	-	-	-	-	74,082
2/14/20	-	-	-	-	67,500
12/31/19	474	-	1,911	-	65,000
8/31/19	-	-	-	-	65,758
4/30/22	-	-	-	-	64,824
8/31/15	203	-	1,621	5,559	51,698
9/30/21	-	-	-	-	58,000
6/14/23	-	-	-	1,900	54,469
2/28/19	-	-	-	-	56,060
8/31/19	-	-	-	-	51,932
5/30/20	51,110	-	-	-	-

12/1/21	-	-	-	-	48,684
4/5/20	16,420	-	13,238	18,054	-
9/6/19	-	-	-	-	46,000
11/1/18	-	-	-	-	45,305
4/23/21	23,165	-	21,578	-	-
	-	-	-	-	42,778
8/31/19	20,010	-	-	22,526	-
12/6/17	-	-	38,662	-	-
3/31/18	-	-	-	38,401	-
7/10/19	1,932	-	22,529	11,728	-
9/30/18	3,525	-	-	-	31,398
3/31/19	-	-	-	-	34,722
Month to Month	-	-	15,537	1,328	14,154
3/1/19	-	-	-	-	30,965
3/2/22	-	-	-	-	30,316
12/31/19	-	-	-	-	29,845
1/31/20	-	-	-	-	29,748
5/31/17	25,237	-	-	-	-
4/30/15	-	-	-	-	25,000
6/28/19	-	-	-	-	25,000
4/8/19	5,796	-	17,985	-	864
7/31/17	-	-	23,281	-	-
3/31/19	7,083	-	-	12,049	-
Month to Month	-	-	-	-	17,664
7/2/21	-	-	16,400	-	1,117
Evergreen	15,593	-	-	-	1,080
8/31/19	-	-	-	-	15,493
Evergreen	-	-	-	-	15,119
1/1/65	-	-	-	-	15,015
9/30/19	-	-	14,738	-	-
12/26/19	-	-	-	-	14,625
2/28/19	-	-	-	-	13,150
Open - 30 day notic	-	-	-	-	12,808
Evergreen	-	-	2,138	-	10,544
Evergreen	12,431	-	-	-	-
6/19/19	-	-	12,342	-	-
1/31/19	1,491	-	2,398	-	7,859
9/28/19	-	-	-	-	11,289
6/30/19	-	-	-	-	11,270
10/31/18	6,162	-	-	4,348	-
Evergreen	10,120	-	-	-	-
8/4/16	-	-	-	9,000	-
	8,886	-	-	-	-
12/31/15	-	-	7,500	-	-
2/28/19	-	-	-	-	6,340
9/11/19	-	-	-	-	6,079
7/20/17	-	-	-	-	5,621
6/30/21	-	-	-	-	5,368

1/1/60	-	-	-	-	5,090
8/15/19	-	-	-	-	4,709
5/14/20	-	-	-	-	4,623
9/5/20	-	-	-	-	2,990
11/17/18	-	-	-	-	2,505
3/21/19	-	-	-	-	2,451
Evergreen	-	-	-	-	1,528
9/30/18	1,132	-	-	-	-
12/31/18	-	-	-	-	893
2/23/19	-	-	-	702	-
4/30/19	-	-	-	-	497
7/1/19	-	-	-	-	170
12/31/18	169	-	-	-	-
Evergreen	169	-	-	-	-
Evergreen	-	-	-	-	137
7/1/19	125	-	-	-	-
2/28/19	-	-	-	-	119
3/31/20	-	-	-	-	93
Evergreen	-	-	-	-	-
3/14/19	-	-	-	-	-
6/23/19	-	-	-	-	-
9/23/19	-	-	-	-	-
12/20/19	-	-	-	-	-
8/18/19	-	-	-	-	-
1/1/69	-	-	-	-	-
6/30/23	-	-	-	-	-
4/29/15	-	-	-	-	-
8/31/15	-	-	-	-	-
2/28/21	-	-	-	-	-
3/31/19	-	-	-	-	-
1/8/19	-	-	-	-	-
4/23/15	-	-	-	-	-
4/22/15	-	-	-	-	-
1/31/19	-	-	-	-	-
1/16/19	-	-	-	-	-
12/21/16	-	-	-	-	-
3/16/19	-	-	-	-	-
6/30/19	-	-	-	-	-
6/14/19	-	-	-	-	-
4/30/19	-	-	-	-	-
	-	-	-	-	-
11/20/18	-	-	-	-	-
11/20/18	-	-	-	-	-
Evergreen	-	-	-	-	-
Evergreen	-	-	-	-	-
12/14/18	-	-	-	-	-
6/30/15	-	-	-	-	-
6/30/16	-	-	-	-	-

1/1/65	-	-	-	-	-
4/30/19	-	-	-	-	-
4/30/19	-	-	-	-	-
Evergreen	-	-	-	-	-
Evergreen	-	-	-	-	-
9/27/18	-	-	-	-	-
6/20/20	-	-	-	-	-
5/31/19	-	-	-	-	-
Evergreen	-	-	-	-	-
6/30/19	-	-	-	-	-
4/30/19	-	-	-	-	-
Evergreen	-	-	-	-	-
3/26/19	-	-	-	-	-
3/26/19	-	-	-	-	-
4/10/19	-	-	-	-	-
3/1/19	-	-	-	-	-
2/19/19	-	-		-	
3/22/19	-	-		-	
3/10/19	-	-		-	
3/24/19	-	-		-	
5/31/19	-	-		-	
5/31/19	-	-		-	
12/30/18	-	-		-	
12/30/18	-	-		-	
12/30/18	-	-		-	
12/30/18	-	-		-	
Evergreen	-	-	-	-	-
Evergreen	-	-	-	-	-
5/31/19	-	-	-	-	-
4/30/19	-	-	-	-	-
Evergreen	-	-	-	-	-
Evergreen	-	-	-	-	-
Evergreen	-	-	-	-	-
6/15/19	-	-	-	-	-
12/31/19	-	-	-	-	-
9/6/19	-	-	-	-	-
7/9/20	-	-	-	-	-
3/21/18	-	-	-	-	-
8/31/18	-	-	-	-	-
3/31/19	-	-	-	-	-
12/31/14	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
1/30/19	-	-	-	-	-
8/6/19	-	-	-	-	-
Evergreen	-	-	-	-	-
6/25/19	-	-	-	-	-
4/1/19	-	-	-	-	-

Evergreen	-	-	-	-	-
8/31/19	-	-	-	-	-
7/31/27	-	-	-	-	-
6/30/23	-	-	-	-	-
12/8/19	-	-	-	-	-
2/28/19	-	-	-	-	-
12/8/19	-	-	-	-	-
9/28/18	-	-	-	-	-
10/31/17	-	-	-	-	-
Evergreen	-	-	-	-	-
Evergreen	-	-	-	-	-
6/30/19	-	-	-	-	-
Evergreen	-	-	-	-	-
9/19/19	-	-	-	-	-
11/1/19	-	-	-	-	-
3/10/19	-	-	-	-	
Evergreen	-	-	-	-	-
12/11/19	-	-	-	-	-
Evergreen	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	
	-	-	-	-	
8/31/19	-	-	-	-	-
7/1/19	-	-	-	-	-
5/31/19	-	-	-	-	-
Evergreen	-	-	-	-	-
3/30/19	-	-	-	-	-
11/30/19	-	-	-	-	-
12/19/19	-	-	-	-	-
12/19/19	-	-	-	-	-
Evergreen	-	-	-	-	-
12/31/23	-	-	-	-	-
Evergreen	-	-	-	-	-
Evergreen	-	-	-	-	-
2/28/19	-	-	-	-	-
2/28/19	-	-	-	-	-
2/28/19	-	-	-	-	-
10/31/19	-	-	-	-	-
9/30/17	-	-	-	-	-
Evergreen	-	-	-	-	
Evergreen	-	-	-	-	
	-	-	-	-	-
	-	-	-	-	
	-	-	-	-	
12/17/19	-	-	-	-	-
10/27/19	-	-	-	-	-
6/30/19	-	-	-	-	-
6/11/19	-	-	-	-	-

6/30/19	-	-	-	-	-
9/30/23	-	-	-	-	-
3/8/19	-	-	-	-	-
4/30/19	-	-	-	-	-
5/13/19	-	-	-	-	-
9/15/19	-	-	-	-	-
5/31/19	-	-	-	-	-
12/16/16	-	-	-	-	-
5/7/19	-	-	-	-	-
2/26/19	-	-	-	-	-
8/14/19	-	-	-	-	-
Evergreen	-	-	-	-	-
Evergreen	-	-	-	-	-
9/27/20	-	-	-	-	-
4/30/19	-	-	-	-	-
3/12/19	-	-	-	-	-
11/26/19	-	-	-	-	-
12/31/19	-	-	-	-	-
Evergreen	-	-	-	-	-
10/4/19	-	-	-	-	-
2/28/19	-	-	-	-	-
4/6/19	-	-	-	-	-
Evergreen	-	-	-	-	-
12/11/18	-	-	-	-	-
12/11/17	-	-	-	-	-
12/18/18	-	-	-	-	-
	-	-	-	-	-
2/23/19	-	-	-	-	-
Evergreen	-	-	-	-	
6/30/19	-	-	-	-	-
11/3/18	-	-	-	-	-
6/1/19	-	-	-	-	-
7/31/19	-	-	-	-	-
7/25/20	-	-	-	-	-
12/11/19	-	-	-	-	-
5/10/17	-	-	-	-	-
11/30/18	-	-	-	-	-
Evergreen	-	-	-	-	-
3/10/17	-	-	-	-	-
8/8/22	-	-	-	-	-
7/25/19	-	-	-	-	-
12/3/18	-	-	-	-	-
4/1/19	-	-	-	-	-
9/30/19	-	-	-	-	-
9/30/19	-	-	-	-	-
8/14/19	-	-	-	-	-
6/10/19	-	-	-	-	-
7/17/25	-	-	-	-	-

8/1/17	-	-	-	-	-
10/5/16	-	-	-	-	-
4/13/19	-	-	-	-	-
Evergreen	-	-	-	-	-
1/1/19	-	-	-	-	-
Evergreen	-	-	-	-	-
Evergreen	-	-	-	-	-
Evergreen	-	-	-	-	-
5/31/19		-	-	-	
5/31/19		-	-	-	
5/31/19		-	-	-	
5/31/19		-	-	-	
5/31/19		-	-	-	
3/18/19		-	-	-	
1/1/65		-	-	-	
5/31/20		-	-	-	
5/31/19		-	-	-	
5/31/19		-	-	-	
5/31/19					
5/31/19					
Evergreen	-	-	-	-	-
9/30/17	-	-	-	-	-
12/31/17	-	-	-	-	-
4/30/22	-	-	-	-	-
4/30/19	-	-	-	-	-
7/6/17	-	-	-	-	-
5/18/19	-	-	-	-	-
8/10/17	-	-	-	-	-
4/19/23	-	-	-	-	-
9/14/21	-	-	-	-	-
6/30/17	-	-	-	-	-
6/26/19	-	-	-	-	
Evergreen	-	-	-	-	
4/1/18	-	-	-	-	-
3/31/19	-	-	-	-	-
Evergreen	-	-	-	-	-
7/1/19	-	-	-	-	-
11/29/26	-	-	-	-	-
11/29/26	-	-	-	-	-
3/31/27	-	-	-	-	-
4/30/19	-	-	-	-	-
12/31/19	-	-	-	-	-
Evergreen	-	-	-	-	-
1/1/21	-	-	-	-	-
12/15/18	-	-	-	-	-
7/21/19					-
6/30/19	-	-	-	-	-
8/31/19	-	-	-	-	-

5/31/19	-	-	-	-	-
1/1/20	-	-	-	-	-
12/31/17	-	-	-	-	-
7/31/16	-	-	-	-	-
7/1/19	-	-	-	-	-
11/29/26	-	-	-	-	-
11/29/26	-	-	-	-	-
8/31/15	-	-	-	-	-
1/31/16	-	-	-	-	-
4/14/22	-	-	-	-	-
10/23/65	-	-	-	-	-
Evergreen	-	-	-	-	-
12/31/14	-	-	-	-	-
12/31/14	-	-	-	-	-
Evergreen	-	-	-	-	-
5/17/19	-	-	-	-	-
Evergreen	-	-	-	-	-
6/30/19					
6/30/19					
Evergreen					
6/30/19					
6/30/19					
10/19/19	-	-	-	-	-
3/8/20	-	-	-	-	-
9/22/18	-	-	-	-	-
4/30/18	-	-	-	-	-
Evergreen	-	-	-	-	-
1/24/19	-	-	-	-	-
5/30/20	-	-	-	-	-
9/14/14	-	-	-	-	-
8/31/21	-	-	-	-	-
3/31/19	-	-	-	-	-
4/10/19		-	-	-	-
Evergreen		-	-	-	-
Evergreen		-	-	-	-
4/10/19		-	-	-	-
6/11/19		-	-	-	-
Evergreen		-	-	-	-
3/3/19	-	-	-	-	-
2/28/19	-	-	-	-	-
	-	-	-	-	-
Evergreen	-	-	-	-	-
Evergreen	-	-	-	-	
Evergreen	-	-	-	-	
Evergreen	-	-	-	-	
Evergreen	-	-	-	-	
2/28/19	-	-	-	-	-
12/31/19	-	-	-	-	-

2/28/16	-	-	-	-	-
11/16/19	-	-	-	-	-
2/28/19	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
5/14/19	-	-	-	-	-
11/30/21	-	-	-	-	-
Evergreen	-	-	-	-	-
4/18/17	-	-	-	-	-
3/31/16	-	-	-	-	-
3/30/21	-	-	-	-	
Evergreen	-	-	-	-	-
Evergreen	-	-	-	-	-
Evergreen	-	-	-	-	-
7/1/19	-	-	-	-	-
7/1/19	-	-	-	-	-
7/31/22	-	-	-	-	-
12/31/19	-	-	-	-	-
3/7/19	-	-	-	-	-
2/19/20	-	-	-	-	-
Evergreen	-	-	-	-	-
4/24/18	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
6/30/19	-	-	-	-	-
12/18/18	-	-	-	-	-
12/31/15	-	-	-	-	-
1/1/19	-	-	-	-	-
Evergreen	-	-	-	-	-
4/4/20	-	-	-	-	-
5/31/19	-	-	-	-	-
4/30/16	-	-	-	-	-
3/31/17	-	-	-	-	-
5/31/19	-	-	-	-	-
7/31/19	-	-	-	-	-
7/30/20	-	-	-	-	-
9/26/18	-	-	-	-	-

All = SMCC + Seton + SV + SF
4,422,772
1,753,815
1,015,879
963,409
689,959
531,300
459,244
417,550
351,032
329,905
275,593
271,971
231,760
227,207
224,943
187,593
182,983
162,762
151,366
148,551
140,612
137,478
136,998
126,798
119,986
112,219
111,854
109,127
108,551
90,715
90,000
89,132
81,816
74,082
67,500
67,385
65,758
64,824
59,081
58,000
56,369
56,060
51,932
51,110

48,684
47,711
46,000
45,305
44,743
42,778
42,536
38,662
38,401
36,189
34,923
34,722
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17,664
17,517
16,673
15,493
15,119
15,015
14,738
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Ref #	Debtor (A)
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87	St. Francis Medical Center
677	St. Francis Medical Center
469	St. Francis Medical Center
1059	St. Francis Medical Center
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823	St. Francis Medical Center
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209	St. Francis Medical Center
170	St. Francis Medical Center
451	St. Francis Medical Center
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1157	St. Francis Medical Center
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1085	St. Francis Medical Center
1062	St. Francis Medical Center
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617	St. Francis Medical Center
396	St. Francis Medical Center
527	St. Francis Medical Center
1119	St. Francis Medical Center
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1009	St. Francis Medical Center
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908	St. Francis Medical Center
662	St. Francis Medical Center
142	St. Francis Medical Center

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Contract Counterparty (A)
APPLECARE
APPLECARE MEDICAL MANAGEMENT, LLC
MEDLINE INDUSTRIES INC
DVA RENAL HEALTHCARE, INC. (A SUBSIDIARY OF DA VITA INC.)
STRYKER ORTHOPEDICS
TOUCHPOINT SUPPORT SERVICES, LLC
MEDTRONIC USA INC
PAUL H. YOSHINO, M.D., INC.
AMERICAN RED CROSS
CARDINAL HEALTH 200, LLC
BOSTON SCIENTIFIC
DEPUY ORTHOPEDICS INC
HEALTHCARE TRANSFORMATION, INC. (DBA HCT EXECUTIVE INTERIM MANAGEMENT AND CON
PHILIPS HEALTHCARE NORTH AMERICA
OMNICARE MEDICAL GROUP
LANDMARK ANESTHESIA MEDICAL GROUP
BAXTER HEALTHCARE CORP
BARD ACCESS SYSTEMS DIV
ZIMMER
STRYKER CORP. MEDICAL
BECKMAN COULTER CORP
JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC
ADVANCED PRACTICE STRATEGIES, INC.
SMITH & NEPHEW INC ENDOSCOPY DIV
ST. FRANCIS LYNWOOD MEDICAL PLAZA, LLC
STRYKER COMMUNICATIONS
GSSI INC.
CENTRAL ADMIXTURE PHARMACY SERVICES INC
CEP AMERICA - CALIFORNIA, A CALIFORNIA GENERAL PARTNERSHIP
COVIDIEN BUSINESS SERVICES
OFFICE DEPOT INC
SMITH & NEPHEW INC WOUND MANAGEMENT DIV
STRYKER ENDOSCOPY
KCI USA INC
TERUMO CARDIOVASCULAR SYSTEMS CORP
STRYKER SUSTAINABILITY SOLUTIONS INC
BLUE SHIELD OF CALIFORNIA
LA CARE HEALTH PLAN
COOK MEDICAL INC
HEALTH NET
VASCULAR & THORACIC ASSOCIATES OF LOS ANGELES
ALTAMED
SOUTHERN CALIFORNIA CROSSROADS
ACELL INC
PALLICKAL, MALLIK, PONNEZHAN MEDICAL CORPORATION
MATERNAL-FETAL MEDICINE ASSOCIATES, A MEDICAL CORPORATION
BAYER MEDICAL CARE LLC

APPLIED MEDICAL RESOURCES CORPORATION
ABBOTT LABORATORIES DIAGNOSTIC DIVISION
CITY OF LYNWOOD
ZOLL MEDICAL CORPORATION
COPE HEALTH SOLUTIONS
PHOTON PHYSICS SERVICES, INC.
OPTUM360, LLC
ABBOTT VASCULAR
GRAINGER INC
BMC LANDSCAPE MANAGEMENT, INC.
VECTOR RESOURCES, INC.
AUTOMAC PARKING
MASIMO CORPORATION
BIOMERIEUX VITEK INC
COMPRESSION THERAPY CONCEPTS
ALPHATEC SPINE INC
STERIS CORPORATION
REHAB ALLIANCE
JA NEURODIAGNOTICS MEDICAL SERVICES, INC.
KENTEC MEDICAL INC
OCCUPATIONAL HEALTH SERVICES MEDICAL GROUP, INC.
ARROW INTERNATIONAL INC
ARTHREX INC
FARSHAD MALEKMEHR MD INC
CINTAS CORPORATION DIRECT SALES/RENTALS
EDWARDS LIFESCIENCES
CONMED LINVATEC
CARDIO MEDICAL CONSULTANTS MEDICAL GROUP OF LONG BEACH, INC.
AMBULNZ HEALTH LLC
AAF INTERNATIONAL
MICROTEK MEDICAL (ECOLAB)
ARJO INC
GONZALES-NATE, CARMEN MD
SIEMENS HEALTHCARE DIAGNOSTICS INC
AMBU INC
KAISER
WEST COM & TV INC
OXFORD IMMUNOTEC, INC.
DOUGLASS FAMILY MORTUARIES
MEDTRONIC SPINAL AND BIOLOGICS
INTEGRA LIFESCIENCES CORPORATION
ST. FRANCIS RADIOLOGY MEDICAL GROUP
CIGNA
BIOVENTUS LLC
TRI ANIM HEALTH SERVICE
ANTHEM BLUE CROSS
B.E. SMITH INTERIM SERVICES, INC.
DANIEL R. LEMAY, M.D., PH.D., INC.

MAXINE ANDERSON, M.D.
EDWARD KWON, M.D., INC.
SMITH & NEPHEW ORTHOPEDIC
MUSCULOSKELETAL TRANSPLANT FOUNDATION
ZANGIABADI MD, A PROFESSIONAL MEDICAL CORPORATION
ROCHE DIAGNOSTIC CORP
VYAIRE MEDICAL
BIOTRONIK INC
HEALTHCARE APPRAISERS, INC.
FLANNERY, GARY F MD
OSIRIS THERAPEUTICS INC
RADIATION ONCOLOGY ALLIANCE MEDICAL GROUP, INC. (FKA ARMAND BOUZAGLOU, MD, A P
J, L AND J, INC. (FKA JONATHAN A. PRYOR, M.D.)
SIEMENS HEALTHCARE DIAGNOSTICS, INC
ARTHUR P. CHOU, M.D., INC.
MEDIVATORS INC
MERIT MEDICAL SYSTEMS INC
OMARI, BASSAM O., M.D.
JOURNEY OUT
BECTON DICKINSON
ALL CARE MEDICAL GROUP
HOLOGIC SURGICAL AND DIAGNOSTICS
BIO RAD LABORATORIES DIAGNOSTICS
SEASPINE SALES LLC
TITAN SPINE LLC
INCISIVE SURGICAL
NATUS MEDICAL INC
DUC H. DUONG, M.D., INC.
EDELSTEIN, ARTHUR J., MD, A PROFESSIONAL CORPORATION
VERITY MEDICAL FOUNDATION
SUNSHINE CAPITAL GROUP
UDOH, NNAEMEKA MD
ORASURE TECHNOLOGIES INC
VAPOTHERM INC
MUHAMMAD J MEMON, PROFESSIONAL CORPORATION
DEDICATED BIOPSY SERVICES LLC (FKA BENKAI, INC. D/B/A/ DEDICATED BIOPSY SERVICES)
HARDY DIAGNOSTICS
SMITHS MEDICAL ASD INC
GASTRO-DIGESTIVE MEDICAL GROUP
HARDING YOUNG
MONROE, BENJAMIN FRANKLIN., M.D. (FKA BENJAMIN F. MONROE, M.D., INC.)
TAMBOLI, KAUSHAL R., M.D., INC.
WADDY, SAVANNAH, DDS
CEDARS-SINAI MEDICAL CENTER
PHILIPS MEDICAL CAPITAL
AYOUB, ELIAS MD
ARGON MEDICAL DEVICES INC
INVUITY INC

CARE 1ST HEALTH PLAN
BRAND, JONATHAN MD
INNOVATIVE STRATEGIES & SOLUTIONS INC.
STRYKER INSTRUMENT DIVISION
SIZEWISE RENTALS LLC
PARAGON 28 INC
MEDCOMP
ALLADAWI, AYMAN, M.D., INC., A PROFESSIONAL CORPORATION D/B/A ALL SAFE MEDICAL GR
MOBILE MED INC.
ICU MEDICAL SALES INC
JOSEPH L. MCQUIRTER, DDS, INC.
DAVID F. RAZI M.D., INC.
MANAGED CARE SUPPORT SYSTEMS, L.L.C.
RYAN SPIVAK INTEGRATIVE PLASTIC SURGERY INC.
LOOMIS ARMORED US LLC
WELLIGENT, INC.
COOPER SURGICAL INC
PENUMBRA INC
EASY CHOICE HEALTH PLAN
ASAHI INTECC USA INC
DUROUSSEAU, WILBURN MD
BAUSCH AND LOMB
NEUROSTRUCTURES INC
SRC MEDICAL
TELEFLEX MEDICAL INCORPORATED
GE HEALTHCARE - OEC
UNITED HEALTHCARE
NUVASIVE INC
CHILDREN'S CARDIAC DIAGNOSTICS & MEDICAL ASSOCIATES PROFESSIONAL CORPORATION
ANGELES IPA
FUJIFILM MEDICAL SYSTEMS USA INC
MACRO HELIX LLC
RF TECHNOLOGIES INC
BOUZAGLOU, ARMAND MD, A PROFESSIONAL CORPORATION
CHEN, M.D., INC., GARY D/B/A CALIFORNIA ORTHOPEDIC INSTITUTE
CLINICAL LABORATORY MEDICAL GROUP DBA ST. FRANCIS PATHOLOGY MEDICAL GROUP
RAJ PRASAD, MD., INC., A CALIFORNIA PROFESSIONAL CORPORATION
NELSON HARDIMAN, LLP
MAINTEX INC
MODERN DIAGNOTICS MEDICAL SERVICES, INC.
BOWENS, KAROL L., MD, A MEDICAL CORPORATION
STRYKER CORP MEDICAL DIVISION
HENRY, M.D., GERALD P.
SEHGAL MEDICAL CORPORATION (ARUNPAL SEHGAL)
SUPPLYWORKS
ASPEN SURGICAL PRODUCTS
LIVANOVA USA INC
HEALTHCARE LA

JAGAN N. BANSAL, M.D., INC., A PROFESSIONAL CORPORATION
AMEDA INC
NEOTECH PRODUCTS INC
AETNA
THE INSTITUTE OF TRAUMA AND ACUTE CARE, INC. (ITAC)
AESCULAP INC
FULMER, HUGH P., M.D. (FKA FULMER, HUGH P., M.D., INC.)
OLYMPUS CORPORATION AMERICA INC
ABBOTT NUTRITION-ROSS DIVISION
DR. ROMANENKO, INC., A PROFESSIONAL CORPORATION
FISHER AND PAYKEL HEALTHCARE INC
WRIGHT MEDICAL TECHNOLOGY, INC
IMMUCOR INC
ADVANCE MEDICAL DESIGN INC
GE MEDICAL SYSTEMS
STAFFORD, DEBRA L, M.D. (FKA CONTOURED IMAGES PLASTIC SURGERY)
MEDELA BREASTFEEDING DIV
ST. FRANCIS MULTISPECIALTY MEDICAL GROUP, INC. (JATIN C. BHATT)
HILL ROM CO PARTS ONLY
PREZIO HEALTH
BRASSELER USA MEDICAL LLC
CARREON, JORGE F. MD, INCORPORATED
FOLLETT CORP
EVOQUA WATER TECHNOLOGIES, LLC
KEY SURGICAL INC
TIDI PRODUCTS LLC
RAHEJA, ASHOK K. MD, INC.
PERFORMANCE HEALTH SUPPLY INC
PHYSICIAN CONSULT MEDICAL GROUP INC.
TSAI, ZONG L., M.D.
MERCEDES MEDICAL INC
SOCAL THORACIC SURGICAL ASSOCIATES, INC.
B BRAUN MEDICAL INC
B BRAUN INTERVENTIONAL SYSTEM
BEAVER VISITEC INTERNATIONAL INC
DIAGNOSTICA STAGO, INC.
BRAND NEW DAY
AVANOS MEDICAL
CAREFUSION
MEAD JOHNSON & CO
BSN MEDICAL
ST JUDE MEDICAL
CORONEL-PEREY, ANNETTE A., M.D.
MOLNLYCKE HEALTH CARE
MAQUET MEDICAL SYSTEMS USA
LEICA MICROSYSTEMS INC
ECOLAB
PARAKRAMA T. CHANDRASOMA, M.D., A MEDICAL CORPORATION

ENCOMPASS GROUP LLC
POSEY CO J. T.
TZ MEDICAL INC
MARPAC INC
FIRST HEALTH
LIFENET HEALTH
GRACE MEDICAL
QS/1 DATA SYSTEMS
HELMER SCIENTIFIC
CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE
LUI, STEPHEN, M.D., INC.
3M (FKA SOFTMED SYSTEMS, INC.)
3M HEALTHCARE MEDICAL PRODUCTS
ABBOTT LABORATORIES DIAGNOSTIC DIVISION (ABBOTT POINT OF CARE INC)
ACUTE CARE PHARMACEUTICALS
ADVANCED VASCULAR DYNAMICS
AEROBIOTIX, INC.
AETNA U.S. HEALTHCARE
AGILYSYS NV, LLC
AHMC
AKSHAY MEHTA, M.D., INC.
ALERE INFORMATICS INC
ALERE NORTH AMERICA INC
ALEVIO LLC
ALLCARE INC
ALLEN, GWEN M MD, INC DBA GARDENA WOMEN'S CENTER
ALLERGAN MEDICAL
ALSCO, INC.
AMERICAN ASSOCIATION OF BLOOD BANKS
AMERICAN CAREER COLLEGE
AMERICAN COLLEGE OF HEALTHCARE
AMERICAN COLLEGE OF SURGEONS (ACS)
AMERICAN HEALTHCARE AUDIT
AMERICAN MEDICAL SCIENCE CENTER
AMERICAN UNIVERSITY OF ANTIGUA COLLEGE OF MEDICINE
AMERICAN UNIVERSITY OF HEALTH SCIENCES FOUNDATION
AMERICAN UNIVERSITY OF HEALTH SCIENCES, INC.
AMERICA'S CHOICE PROVIDER NETWORK
AMIN FARAH M.D., INC., A PROFESSIONAL CORPORATION
ANDERSON, MAXINE M. MD, INC.
ANHTUAN TONG, MD
ANSELL HEALTHCARE PRODUCTS INC
ANTOINE E MITRI, MD, INC
APOGEE CONSULTING GROUP
APRIMA MEDICAL SOFTWARE, INC.
ARC CARE CENTER BUENA PARK
ASCEND CLINICAL LLC.
ASPEN UNIVERSITY

AYMAN ALLADAWI, M.D., INC., A PROFESSIONAL CORPORATION D/B/A ALL SAFE MEDICAL GRC
BABY FRIENDLY USA
BACTERIN INTERNATIONAL INC
BARD DAVOL
BARD MEDICAL DIVISION
BARD PERIPHERAL VASCULAR
BECKMAN COULTER
BERNARDITA L. DE LOS REYES, M.D., INC. D/B/A CLINICA SANTA ISABEL
BIEL CONSULTING INC.
BIO-MEDICAL APPLICATIONS OF CALIFORNIA, INC. (BMA)(FKA HEMACARE CORP)
BIOTRONIC NEURONETWORK LLC
BLICKMAN INC
BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION
BRACCO DIAGNOSTICS INC
BREG INC.
BRIAN M LEE, M. D. INC.
BRIGGS CORP
BUFFALO FILTER
BUSINESS MANAGEMENT SOLUTION
CAL NOC
CAL STATE UNIVERSITY LOS ANGELES
CALIFORNIA CAREER INSTITUTE
CALIFORNIA COMMUNITY FOUNDATION
CALIFORNIA HOSPITAL PATIENT SAFETY ORGANIZATION
CALIFORNIA INSTITUTE FOR NURSING & HEALTH CARE (CINHC)
CALIFORNIA SCHOOL OF HEALTH SCIENCE
CALIFORNIA STATE UNIVERSITY, LONG BEACH
CALIFORNIA STATE UNIVERSITY, SAN MARCOS
CALIFORNIA VICTIM COMPENSATION BOARD
CAPS (CENTRAL ADMIXTURE PHARMACY SERVICES INC
CARDIO MEDICAL CONSULTANTS MEDICAL GROUP OF LONG BEACH, INC.
CAREFUSION 2200 INC.
CARITAS BUSINESS SERVICES
CAROLON
CELULARITY FUNCTIONAL REGENERATION LLC
CENTRAL HEALTH PLAN
CHAMBERLAIN UNIVERSITY
CHOICE CARE/HUMANA
CHRISTOPHER G. GORING, M.D.
CINCINNATI SUB ZERO
CINTAS CORPORATION
CINTAS DOCUMENT MANAGEMENT
CITY OF LOS ANGELES
COLOPLAST CORP
COMFORCE TECHNICAL SERVICES, INC. DBA RIGHTSOURCING (FKA COMFORCE TECHNICAL SER
COMMANDER NAVAL SURGACE FORCE U.S. PACIFIC FLEET
COMPLETE CARE COMMUNITY HEALTH CENTER, INC.
CONMED CORPORATION

CONTEC INC
CONVATEC BRISTOL MYERS SQUIBB COMPANY
COUNTY OF LOS ANGELES
COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
COUNTY OF LOS ANGELES EMERGENCY MEDICAL SERVICES
COVERED CALIFORNIA
CRAWFORD HEALTHCARE INC
DANDLELION MEDICAL
DAUGHTERS OF CHARITY HEALTH SYSTEM
DAVITA HEALTHCARE PARTNERS
DAVITA MEDICAL MANAGEMENT LLC
DEPUY SYNTHES SALES INC
DERMA SCIENCES, INC.
DEROYAL INDUSTRIES INC
DINKINS, GRACIE-ANNE MD, INC.
DM SYSTEMS INC
DOHENY HEALTHY COMMUNITY INITIATIVES
DOWNEY CARDIO-MEDICAL GROUP, A PROFESSIONAL CORPORATION (FKA SINGH, ANANTJIT, M
DR MALVIN YAN, INC., A CALIFORNIA PROFESSIONAL CORPORATION
DRAEGER MEDICAL INC
E M ADAMS COMPANY INC
EAST LOS ANGELES DOCTORS HOSPITAL (ELADH)
EDWARDS LIFESCIENCES, INC
EHOB INC
EL CAMINO COLLEGE DISTRICT
EMERALD TEXTILE
FIRST HEALTHCARE PRODUCTS
FLEX ED, INC
FRIEDBERG, M.D., INC., DAVID
GARY E FORD, M.D.
GE PRECISION HEALTHCARE, LLC
GENESIS MEDICUS, LLC
GOLD STANDARD UROLOGY MEDICAL GROUP
GRAND CANYON UNIVERSITY
GS SOLUTIONS INC DBA GS MEDICAL
HATAKEYAMA CONSULTING INC
HEALTHIMPACT
HEALTHMARK INDUSTRIES CO
HEALTHSOURCE GLOBAL STAFFING, INC.
HERITAGE PROVIDER NETWORK
HOLLISTER INC
HONG, ANDY, M.D., INC.
HOPEVALE PROPERTIES LP (RELIABLE PROPERTIES) FKA CHUNG SUK PU FKA WIN PROPERTY M/
HOSSEIN EFTEKHARI, M.D.
HOUSECALL DOCTORS
HOVERTECH INTERNATIONAL

HUB CITIES CONSORTIUM
HUFFBURT PROPERTY LLC (FKA JAMES H. DEWALD TRUST)
HUNTINGTON PARK DIALYSIS
I C MEDICAL
IM, SAMUEL S., M.D., INC.
IMPERIAL CARE DIALYSIS
INNOVATIVE HEALTHCARE CORPORATION
INNOVATIVE PEST CONTROL
INTEGRATED HEALING TECHNOLOGIES LLC
INTEGRATED MEDICAL SYSTEMS INTERNATIONAL
INTERACTIVATION HEALTH NETWORKS
INTERMETRO INDUSTRIES CORP
INTERPERSONAL PSYCHOTHERAPY INSTITUTE LLC
INTERPLAN
INTERSURGICAL, INC.
INTERVENTIONAL NEURORADIOLOGY, INC.
INTRA RX LYNWOOD
J&S HOME HEALTH SERVICES, INC.
JOHN 'DOC' ELLIOTT DBA PHOENIX TRAINING GROUP
JONES, REGINALD J. MD, F.A.C.S., INC.
JOSE N. MONTANO, M.D.
JWCH INSTITUTE INC. D/B/A WESLEY HEALTH CENTERS
KARL STORZ ENDOSCOPY AMERICA INC
KATHY'S UNIFORM
KAUSHAL R. TAMBOLI, M.D., INC. DBA CARDIOVASCULAR MEDICAL ASSOCIATES, INC.
KECK HOSPITAL OF USC
KLS MARTIN LP
KOCH FILTER CORPORATION
LABORATORY ENVIRONMENT SUPPORT SYSTEMS
LAFOLLETTE, JOHNSON, DEHAAS, FESLER & AMES, A PROFESSIONAL CORPORATION
LAKESIDE MANUFACTURING INC
LASER MEDICAL SERVICES, INC.
LHMS DCHS CBS
LIMAR ADULT DAY HEALTH CARE CENTER
LOGIQUIP
LONG BEACH COMMUNITY COLLEGE DISTRICT
LONG BEACH MEMORIAL MEDICAL CENTER
LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST PROPOSITION 10 COMMISSION (AKA FIF
LOVE ON 4 PAWS, INC
LUMINEX CORPORATION
LYNWOOD UNIFIED SCHOOL DISTRICT
LYNWOOD UNIFIED SCHOOL DISTRICT HEALTH COLLABORATIVE
MAILFINANCE INC. (AS ASSIGNEE OF HASLER FINANCIAL SERVICES, LLC AND NEOPOST LEASING
MALAMUD, ARIEL, M. D.
MANISH MEHTA M.D., INC.
MARTIN LUTHER KING JR. COMMUNITY HOSPITAL
MARYVILLE UNIVERSITY - ST LOUIS
MCLEAN, MICHAEL K, M. D.

MDM COMMERCIAL ENTERPRISES INC
MEDACTA USA INC
MEDICAL ACTION INDUSTRIES
MEDICAL CHEMICAL CORP
MEDICAL OPTICS INC
MEDICAL UNIVERSITY OF THE AMERICAS
MERIDIAN BIOSCIENCE CORPORATION
MGC DIAGNOSTICS CORPORATION
MGH CORPORATION, DBA BRITTANY'S PLACE
MICROPORT ORTHOPEDICS INC
MIDMARK CORP
MIMEDX
MINDRAY DS USA INC
MMODAL SERVICES, LTD
MOBILE INSTRUMENT SERVICE REP
MODERN TECHNOLOGY SCHOOLS
MOHINI ASWANI M.D.
MOOSA, A.S., M.D., A MEDICAL CORPORATION
MOUNT SAINT MARY'S UNIVERSITY
MULTIPLAN
MUZAK
NATIONAL BUSINESS FURNITURE
NATIONAL ELEVATOR INSPECTION SERVICES (NEIS)
NESTLE CLINICAL NUTRITION
NEUROTEX, INC.
NIHON KOHDEN AMERICA INC
NIKON INSTRUMENTS INC
NORTHGAUGE HEALTHCARE ADVISORS LLC
NUVECTRA CORPORATION
NX HEALTH NETWORK
OBP MEDICAL
OMNICARE GROUP
ONE LEGACY
ORGANOGENESIS INC
ORTHOFIX INC
OTIS ELEVATOR COMPANY
OUR365, INC. FKA GROWING FAMILY, INC.
OUTSET MEDICAL, INC.
PACIFIC COLLEGE
PACIFIC MEDICAL BUILDINGS L.P. (ST. FRANCIS LYNWOOD MEDICAL PLAZA, LLC)
PARADIGM SPINE LLC
PARAMOUNT HOPE DIALYSIS CENTER PC
PAUL SARODE, MD
PDC HEALTHCARE
PEDIATRIC SUBSPECIALTY FACULTY
PEDIGO PRODUCTS INC
PEPPERDINE UNIVERSITY
PETER A. RIPPER & ASSOC., INC. (PARA CHARGE MASTER/MARKET BASED PRICING PROGRAM)

PHARMEDIUM SERVICES, LLC
PHYSIO CONTROL INC
PIH HEALTH HOSPITAL WHITTIER
PROHEALTH PARTNERS, A MEDICAL GROUP, INC.
PROSIDYAN INC
PROVIDER ADVANTAGE NW, INC. (QUADRAMED CORPORATION)
QUALITY MEDICAL MANAGEMENT, INC. DBA CMS CAP MANAGEMENT SYSTEMS
QUANTUM MEDICAL
R.M. GALICIA, INC. D/B/A PROGRESSIVE MANAGEMENT SYSTEMS
RAM DANDILLAYA, M.D., FACC
RELIANT MANAGEMENT GROUP (RMG)
RENAL MEDICAL ASSOCIATES (A MEDICAL CORPORATION)
RETRACTABLE TECHNOLOGIES INC
RICHARD WOLF MEDICAL INSTRUMENTS CORP
ROADRUNNER ABSTRACTING SERVICES, INC.
RW PERFUSION, INC. DBA WEST COAST PERFUSION
SABA UNIVERSITY SCHOOL OF MEDICINE
SAGE PRODUCTS INC
SAINT GEORGE'S UNIVERSITY LIMITED
SANTA FE SPRINGS DIALYSIS CENTER
SARSTEDT INC
SCAN HEALTH PLAN
SCOTT, MICHAEL B. MD, INC.
SEARS CONTRACT SALES
SEIF, MEDHAT, M.D., INC.
SELECT PRACTICE OPPORTUNITY
SELECTIVE CLEANERS INC.
SELECTIVE SERVICES
SHAIKH, ALMAAS, MD, INC. (FKA SHAIKH, ALMAAS, M.D.)
SHEPHERD UNIVERSITY
SHEPHERD, M.D., INC., TCHAKA (FKA SHEPHERD, TCHAKA MD)
SHIELDS FOR FAMILIES
SI-BONE INC
SIESTA MEDICAL INC
SILENTIA INC
SIMS, EDWARD H., M.D., F.A.C.S., INC.
SOLAIRE MEDICAL
SOUTH LA HEALTH PROGRAMS (SLAHP) WIC PROGRAM
SOUTH-WEST COLLEGE OF MEDICAL AND DENTAL ASSISTANTS AND PRACTICAL NURSES DBA GL
SPINE WAVE INC
SPINEART USA INC
SPINEOLOGY INC
SRI SAI KRISH INSTITUTE
ST JUDE MEDICAL HEART VALVE
ST. FRANCIS MULTISPECIALTY CLINIC
ST. VINCENT MEDICAL CENTER
STANLEY INNERSPACE
STANLEY SECURITY SOLUTIONS

STAT LAB MEDICAL PRODUCTS
STEPHENSON, ACQUISTO,COLMAN
STRYKER CRANIOMAXILLOFACIAL INC
STRYKER SALES CORPORATION ACTING THROUGH STRYKER ENDOSCOPY DIVISION
SURECLEAN LLC
SURGICAL CARE AFFILIATES, LLC
SURGICAL SPECIALTIES CORPORATION
SUTURE EXPRESS
SYMMETRY SURGICAL
SYSCO CORPORATION
SYSMEX AMERICA INC
TABATABAI, MEHER F., M.D., INC.
TECH MEDICAL SERVICES INC
THE GREELEY COMPANY LLC
THE SOCIETY OF THORACIC SURGEONS NATIONAL DATABASE
THE WHITE STONE GROUP, INC.
THERMO FISHER SCIENTIFIC
THERMO FISHER SCIENTIFIC CO
THOMAS, SILAS J., MD, INC.
TRICARE HEALTH NET FEDERAL
TRINITY SCHOOL OF HEALTH AND ALLIED HEALTH
UCLA EXTENSION -CONTINUED EDUCATION IN HEALTH SCIENCES
UCLA-HARBOR
UHS SURGICAL SERVICES, INC.
UNICARE PHARMACY INC. D/B/A MEDICORX SPECIALTY
UNIVERSITY OF PHOENIX, INC.
UNIVERSITY OF PITTSBURGH
UNIVERSITY OF SAN FRANCISCO
UNIVERSITY OF SOUTHERN CALIFORNIA
UNIVERSITY OF SOUTHERN CALIFORNIA SCHOOL OF PHARMACY
URGENT PROPERTY SERVICES
US WATER
USC SCHOOL OF SOCIAL WORK
VENDING GROUP
VENOUS TECHNOLOGIES, INC.
VERGE HEALTH
W L GORE & ASSOCIATES INC
WALDEN UNIVERSITY, LLC
WEIDEMANN WATER CONDITIONERS, INC. D/B/A PACIFIC INDUSTRIAL WATER SYSTEMS
WELCH ALLYN INC
WENZEL SPINE INC
WEST COAST UNIVERSITY
WILBUR TROUTMAN, M.D.
WILSON A. MORALES, M.D., INC.
X-SPINE SYSTEMS INC
YOUNG, HARDING G., MD, INC.
Z-MEDICA CORPORATION
ZOUBERO, INC. (TRADE NAME "ALL SAINTS CAFE")

ZZ-DFINE INC
3M HEALTHCARE MEDICAL PRODUCTS
3M HEALTHCARE MEDICAL PRODUCTS
3M HEALTHCARE MEDICAL PRODUCTS
3M HEALTHCARE MEDICAL PRODUCTS
3M HEALTHCARE MEDICAL PRODUCTS
3M HEALTHCARE MEDICAL PRODUCTS
3M HEALTHCARE MEDICAL PRODUCTS
ABBOTT LABORATORIES DIAGNOSTIC DIVISION
ABBOTT NUTRITION-ROSS DIVISION
ABBOTT VASCULAR
ABBOTT VASCULAR
ABBOTT VASCULAR
ABBOTT VASCULAR
ACELL INC
AESCULAP INC
AESCULAP INC
AETNA
AHMC
AKSHAY MEHTA, M.D., INC.
AKSHAY MEHTA, M.D., INC.
ALERE INFORMATICS INC
ALL CARE MEDICAL GROUP
ALLERGAN MEDICAL
AMBU INC
AMERICAN CAREER COLLEGE
AMERICA'S CHOICE PROVIDER NETWORK
AMERICA'S CHOICE PROVIDER NETWORK
ANTHEM BLUE CROSS
ANTHEM BLUE CROSS
ANTHEM BLUE CROSS MEDI-CAL
ANTHEM BLUE CROSS MEDI-CAL
ANTHEM BLUE CROSS MEDI-CAL
APPLECARE
APPLIED MEDICAL RESOURCES CORPORATION
APPLIED MEDICAL RESOURCES CORPORATION
ARROW INTERNATIONAL INC
ARROW INTERNATIONAL INC
AVANOS MEDICAL
AVANOS MEDICAL
AVANOS MEDICAL
AVANOS MEDICAL
AVANOS MEDICAL
AVANOS MEDICAL
AYMAN ALLADAWI, M.D., INC., A PROFESSIONAL CORPORATION D/B/A ALL SAFE MEDICAL GRC
B BRAUN INTERVENTIONAL SYSTEM
B BRAUN MEDICAL INC
B BRAUN MEDICAL INC

B BRAUN MEDICAL INC
B BRAUN MEDICAL INC
B BRAUN MEDICAL INC
BARD ACCESS SYSTEMS DIV
BARD DAVOL
BARD DAVOL
BARD DAVOL
BARD MEDICAL DIVISION
BARD PERIPHERAL VASCULAR
BAXTER HEALTHCARE CORP
BAXTER HEALTHCARE CORP
BAXTER HEALTHCARE CORP
BAXTER HEALTHCARE CORP
BAYER MEDICAL CARE LLC
BECKMAN COULTER CORP
BECTON DICKINSON
BECTON DICKINSON
BECTON DICKINSON
BECTON DICKINSON & COMPANY
BECTON DICKINSON HEALTH CARE SYSTEMS
BERNARDITA L. DE LOS REYES, M.D., INC. D/B/A CLINICA SANTA ISABEL
BIOMERIEUX VITEK INC
BIOVENTUS LLC
BLUE SHIELD OF CALIFORNIA
BOSTON SCIENTIFIC
BOSTON SCIENTIFIC
BOSTON SCIENTIFIC
BOSTON SCIENTIFIC
BOSTON SCIENTIFIC
BOSTON SCIENTIFIC
BOSTON SCIENTIFIC
BOSTON SCIENTIFIC
BOSTON SCIENTIFIC (FKA ENDOCHOICE)
BOSTON SCIENTIFIC CRM
BOWENS, KAROL L., MD, A MEDICAL CORPORATION
BOWENS, KAROL L., MD, A MEDICAL CORPORATION
BRAND NEW DAY
BRAND, JONATHAN MD
BSN MEDICAL
CARDINAL HEALTH 200, LLC
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CARDINAL HEALTH 200, LLC
CARDINAL HEALTH 200, LLC
CARDINAL HEALTH 200, LLC d/b/a OPTIFRIEGHT
CARDIO MEDICAL CONSULTANTS MEDICAL GROUP OF LONG BEACH, INC.
CAREFUSION 2200 MEDICAL SPECIALTIES
CAREFUSION 2200 MEDICAL SPECIALTIES
CAREFUSION 2200 MEDICAL SPECIALTIES
CAREFUSION 2200 MEDICAL SPECIALTIES
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CAREFUSION 2200 MEDICAL SPECIALTIES
CAREFUSION SOLUTIONS, LLC
CARREON, JORGE F. MD, INCORPORATED
CEP AMERICA - CALIFORNIA, A CALIFORNIA GENERAL PARTNERSHIP
CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE
CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE
CINTAS CORPORATION DIRECT SALES/RENTALS
CITY OF LYNWOOD
COLOPLAST CORP
COLOPLAST CORP
COLOPLAST CORP
COLOPLAST CORP
CONMED CORPORATION
CONMED CORPORATION
CONMED LINVATEC
CONMED LINVATEC
COOK MEDICAL INC
COOK MEDICAL INC
COOK MEDICAL INC

COOK MEDICAL INC
COOK MEDICAL INC
COOK MEDICAL INC
COOK MEDICAL INC
COUNTY OF LOS ANGELES
COUNTY OF LOS ANGELES
COUNTY OF LOS ANGELES
COUNTY OF LOS ANGELES
COUNTY OF LOS ANGELES
COUNTY OF LOS ANGELES
COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH
COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH
COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH
COVIDIEN BUSINESS SERVICES
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DANIEL R. LEMAY, M.D., PH.D., INC.
DEPUY SYNTHES SALES INC
DEROYAL INDUSTRIES INC
DRAEGER MEDICAL INC
ECOLAB
ECOLAB
EDWARDS LIFESCIENCES
EDWARDS LIFESCIENCES
EDWARDS LIFESCIENCES
EL CAMINO COLLEGE DISTRICT
ENCOMPASS GROUP LLC
FARSHAD MALEKMEHR MD INC
FARSHAD MALEKMEHR MD. INC
FISHER AND PAYKEL HEALTHCARE INC
FLANNERY, GARY F MD
FRIEDBERG, M.D., INC., DAVID

FRIEDBERG, M.D., INC., DAVID
FULMER, HUGH P., M.D. (FKA FULMER, HUGH P., M.D., INC.)
GASTRO-DIGESTIVE MEDICAL GROUP
GASTRO-DIGESTIVE MEDICAL GROUP
GE HEALTHCARE - OEC
GE MEDICAL SYSTEMS
HEALTH NET
HEALTH NET
HEALTH NET
HEALTHMARK INDUSTRIES CO
HEALTHMARK INDUSTRIES CO
HILL ROM CO PARTS ONLY
HILL ROM CO PARTS ONLY
HOLLISTER INC
HOLLISTER INC
HOSSEIN EFTEKHARI, M.D.
HUFFBURT PROPERTY LLC (FKA JAMES H. DEWALD TRUST)
ICU MEDICAL SALES INC
ICU MEDICAL SALES INC
INTEGRA LIFESCIENCES CORPORATION
INTEGRA LIFESCIENCES CORPORATION
INTERVENTIONAL NEURORADIOLOGY, INC.
INTERVENTIONAL NEURORADIOLOGY, INC.
JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC
JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC
JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC
JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC
JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC
JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC
JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC
JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC
KARL STORZ ENDOSCOPY AMERICA INC
KAUSHAL R. TAMBOLI, M.D., INC. DBA CARDIOVASCULAR MEDICAL ASSOCIATES, INC.
KCI USA INC
LA CARE HEALTH PLAN
LA Healthcare
LHMS DCHS CBS
LIFENET HEALTH
LIVANOVA USA INC
LONG BEACH MEMORIAL MEDICAL CENTER
LONG BEACH MEMORIAL MEDICAL CENTER
MAQUET MEDICAL SYSTEMS USA
MAQUET MEDICAL SYSTEMS USA
MAQUET MEDICAL SYSTEMS USA
MAQUET MEDICAL SYSTEMS USA
MAQUET MEDICAL SYSTEMS USA
MAQUET MEDICAL SYSTEMS USA
MATERNAL-FETAL MEDICINE ASSOCIATES, A MEDICAL CORPORATION

MAXINE ANDERSON, M.D.
MEDLINE INDUSTRIES INC
MEDLINE INDUSTRIES INC
MEDLINE INDUSTRIES INC

MEDLINE INDUSTRIES INC
MEDLINE INDUSTRIES INC
MEDLINE INDUSTRIES INC

MEDLINE INDUSTRIES INC
MEDLINE INDUSTRIES INC
MEDLINE INDUSTRIES INC

MEDLINE INDUSTRIES INC
MEDTRONIC USA INC
MEDTRONIC USA INC
MEDTRONIC USA INC
MEDTRONIC USA INC
MEDTRONIC USA INC
MEDTRONIC USA INC
MERIDIAN BIOSCIENCE CORPORATION
MERIT MEDICAL SYSTEMS INC
MINDRAY DS USA INC
MOLNLYCKE HEALTH CARE
MOLNLYCKE HEALTH CARE
MONROE, BENJAMIN FRANKLIN., M.D. (FKA BENJAMIN F. MONROE, M.D., INC.)
MOUNT SAINT MARY'S UNIVERSITY
MUHAMMAD J MEMON, PROFESSIONAL CORPORATION
MUSCULOSKELETAL TRANSPLANT FOUNDATION
MUSCULOSKELETAL TRANSPLANT FOUNDATION
MUZAK
NX HEALTH NETWORK
OLYMPUS CORPORATION AMERICA INC
OLYMPUS CORPORATION AMERICA INC
OLYMPUS CORPORATION AMERICA INC
OLYMPUS CORPORATION AMERICA INC
OLYMPUS CORPORATION AMERICA INC
OMARI, BASSAM O., M.D.
OMNICARE MEDICAL GROUP
ORTHOFIX INC
PACIFIC MEDICAL BUILDINGS L.P. (ST. FRANCIS LYNWOOD MEDICAL PLAZA, LLC)
PEDIGO PRODUCTS INC
PENUMBRA INC
PHILIPS HEALTHCARE NORTH AMERICA
PHILIPS HEALTHCARE NORTH AMERICA
PHILIPS HEALTHCARE NORTH AMERICA
PHILIPS HEALTHCARE NORTH AMERICA
PHOTON PHYSICS SERVICES, INC.
PIH HEALTH HOSPITAL WHITTIER
ROCHE DIAGNOSTIC CORP
ROCHE DIAGNOSTIC CORP
SAGE PRODUCTS INC
SAGE PRODUCTS INC
SEASPINE SALES LLC
SIEMENS HEALTHCARE DIAGNOSTICS INC
SIEMENS HEALTHCARE DIAGNOSTICS INC
SMITH & NEPHEW INC WOUND MANAGEMENT DIV
SMITH & NEPHEW INC WOUND MANAGEMENT DIV
SMITHS MEDICAL ASD INC
SMITHS MEDICAL ASD INC
SMITHS MEDICAL ASD INC

SMITHS MEDICAL ASD INC
SMITHS MEDICAL ASD INC
SMITHS MEDICAL ASD INC
SMITHS MEDICAL ASD INC
SMITHS MEDICAL ASD INC
SOUTHERN CALIFORNIA CROSSROADS
SOUTHERN CALIFORNIA CROSSROADS
ST JUDE MEDICAL
ST. VINCENT MEDICAL CENTER
STAFFORD, DEBRA L, M.D. (FKA CONTOURED IMAGES PLASTIC SURGERY)
STERIS CORPORATION
STERIS CORPORATION
STERIS CORPORATION
STERIS CORPORATION
STERIS CORPORATION
STERIS CORPORATION
STRYKER CORP MEDICAL DIVISION
STRYKER CORP MEDICAL DIVISION
STRYKER CORP MEDICAL DIVISION
STRYKER CORP MEDICAL DIVISION
STRYKER ENDOSCOPY
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STRYKER INSTRUMENT DIVISION
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STRYKER INSTRUMENT DIVISION
STRYKER INSTRUMENT DIVISION
STRYKER INSTRUMENT DIVISION
STRYKER INSTRUMENT DIVISION
STRYKER ORTHOPEDICS
SURGICAL SPECIALTIES CORPORATION
SUTURE EXPRESS
SYMMETRY SURGICAL
TABATABAI, MEHER F., M.D., INC.
TELEFLEX MEDICAL INCORPORATED
TELEFLEX MEDICAL INCORPORATED
TELEFLEX MEDICAL INCORPORATED
TELEFLEX MEDICAL INCORPORATED
TELEFLEX MEDICAL INCORPORATED
TRI ANIM HEALTH SERVICE
UHS SURGICAL SERVICES, INC.
ULTRALINQ HEALTHCARE SOLUTIONS INC.
VASCULAR & THORACIC ASSOCIATES OF LOS ANGELES
VERITY MEDICAL FOUNDATION
VERITY MEDICAL FOUNDATION
VERITY MEDICAL FOUNDATION
VERITY MEDICAL FOUNDATION
VYAIRE MEDICAL

VYAIRE MEDICAL
VYAIRE MEDICAL
W L GORE & ASSOCIATES INC
W L GORE & ASSOCIATES INC
WELCH ALLYN INC
WELCH ALLYN INC
YOUNG, HARDING G., MD, INC.
ZANGIABADI MD, A PROFESSIONAL MEDICAL CORPORATION
ZANGIABADI MD, A PROFESSIONAL MEDICAL CORPORATION
ZANGIABADI MD, A PROFESSIONAL MEDICAL CORPORATION
ZIMMER
ZIMMER
ZIMMER
ZIMMER
ZIMMER
ZIMMER
ZIMMER
ZOLL MEDICAL CORPORATION

Nature of Contact / Lease	Termination Date (B)
RISK SHARING AGREEMENT	12/31/18
CAPITATION MANAGEMENT AGREEMENT	2/28/19
BREAST PUMP AND ACCESSORIES	10/31/20
CLINICAL SERVICES AGREEMENT	9/30/18
ORTHOPEDIC TOTAL JOINT PRODUCTS	5/31/20
PURCHASED SERVICES	8/31/19
CARDIAC RHYTHEM MANAGEMENT	11/14/20
PHYSICIANS-ON CALL	3/31/19
BLOOD PRODUCTS	11/11/18
MANUAL MICROBIOLOGY	2/28/21
THROMBECTOMY PRODUCTS	10/31/18
ORTHO BONE CEMENT ACCS AND REVISIONS	7/23/20
SERVICES-CONSULTING	5/14/20
NEONATAL DEVELOPMENTAL PRODUCT	10/31/20
RISK SHARING AGREEMENT	12/31/18
PHYSICIANS-PROFESSIONAL AND ADMINISTRATIVE SERVICES	9/16/19
INFUSION DEVICES	1/31/20
CATHETER TUBE SECUREMENT	8/31/20
GENERAL ORTHO TRAUMA PRODUCTS	10/31/19
SERVICES-EQUIPMENT MAINTENANCE	2/28/19
CHEMISTRY REAGENTS	5/1/19
LOW TEMPERATURE STERILIZATION	2/28/21
AGREEMENT FOR SERVICES	7/31/19
ARTHROSCOPY SUPPLIES	4/30/19
LEASE-AS TENANT	12/31/21
OR LIGHTS AND BOOMS	1/31/19
SERVICE AGREEMENT	2/28/19
OUTSOURCE IV ADMIXTURE SERVICES	12/31/18
PHYSICIANS-DIRECTORSHIP	6/30/19
CHART PAPER AND RELATED PRODUCTS	8/31/20
OFFICE SUPPLIES	7/31/20
SKIN INTEGRITY: WOUND CARE	3/31/20
LAP SUCTION IRRIGATION	4/30/19
SKIN INTEGRITY: WOUND CARE	3/31/20
VASCULAR GRAFTS	3/31/20
STERILE REPROCESSING	1/31/20
HOSPITAL SERVICES AGREEMENT	Evergreen
GRANT AGREEMENT	3/25/19
SPECIALTY UROLOGY PRODUCTS	12/31/20
PROVIDER PARTICIPATION AGREEMENT	Evergreen
PHYSICIANS-ON CALL	4/30/19
Hospital Service Agreement	Evergreen
PARTICIPATING PROVIDER AGREEMENT	6/30/20
REGENERATIVE SKIN GRAFTING	12/31/20
PHYSICIANS-PROFESSIONAL AND ADMINISTRATIVE SERVICES	6/30/19
PHYSICIANS-ON CALL	6/30/18
CM INJECTORS AND DISPOSABLES	12/31/20

ENDOMECHANICAL PRODUCTS		3/31/21
HEMATOLOGY ANALYZERS REAGENTS		7/31/19
SERVICES-PARKING		2/28/19
EXTERNAL DEFIBRILLATORS		5/31/19
SERVICES-CONSULTING		9/30/20
INDEPENDENT CONTRACTOR		7/31/19
LICENSE AGREEMENT		9/30/21
DIC PRODUCTS		5/31/20
MAINTENANCE REPAIR OPERATIONS		4/30/22
SERVICES-LANDSCAPING		2/21/19
TELECOMMUNICATIONS		12/31/18
SERVICES-PARKING		9/30/19
PULSE OXIMETRY AND CAPNOGRAPHY		4/30/21
AUTOMATED BLOOD CULTURE		10/31/19
VASCULAR COMPRESSION THERAPY		11/30/18
SPINAL IMPLANTS AND RELATED PRODUCTS		6/29/19
INSTRUMENT CLEANERS ENZYMATICS		9/30/19
SERVICES-CONSULTING		6/24/19
SERVICE AGREEMENT		7/31/19
OBSTETRICAL MONITORING DEVICES		8/31/20
PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT		6/30/19
HEMODYNAMIC MONITORING PRODUCT		6/30/20
ARTHROSCOPY SUPPLIES		6/30/19
PHYSICIANS-ON CALL		5/16/19
UNIFORMS		1/31/21
HEMODYNAMIC MONITORING PRODUCT		6/30/20
ORTHOPEDIC POWER TOOLS AND ACC		4/30/19
PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT		10/31/18
AGREEMENT FOR SERVICES		12/31/18
AIR FILTRATION PRODUCTS		8/31/21
OR EQUIPMENT DRAPES		3/31/19
PATIENT LIFTS		7/31/21
PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT		6/30/19
INTEGRATED PLATFORM		3/31/19
LARYNGEAL MASK AIRWAYS		7/31/20
HOSPITAL SERVICES AGREEMENT	Evergreen	
NURSE CALL SYSTEMS		4/30/21
ADMINISTRATIVE SERVICES AGREEMENT		1/1/19
MORTUARY SERVICES		10/31/19
SPINAL IMPLANTS AND RELATED PRODUCTS		6/12/19
NEUROSURGICAL DURAL REPAIR		8/31/20
PHYSICIANS-PROFESSIONAL AND ADMINISTRATIVE SERVICES		10/31/18
HOSPITAL SERVICES AGREEMENT	Evergreen	
BONE AND BONE SUBSTITUTE PRODUCTS		6/30/21
SPECIALTY DISTRIBUTION		12/31/18
FACILITY SERVICES AGREEMENT	Evergreen	
INTERIM SERVICES AGREEMENT		12/4/19
PHYSICIANS-ON CALL		7/31/19

INDEPENDENT CONTRACTOR	11/21/18
PHYSICIANS-ON CALL	7/31/19
ORTHO TOTAL JOINT IMPLANTS	9/30/19
BIOLOGICAL MESH PRODUCTS	9/30/19
PHYSICIANS-ON CALL	6/30/19
INTEGRATED PLATFORM	3/31/19
NON-INVASIVE CARDIOLOGY EQUIP	5/31/21
CARDIAC RHYTHM MANAGEMENT	8/14/20
INDEPENDENT CONTRACTOR	4/30/21
PHYSICIANS-ON CALL	12/31/18
REGERATIVE SKIN GRAFTING	12/31/20
PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT	1/31/20
PHYSICIANS-ON CALL	6/30/19
STANDING ORDER	12/31/18
PHYSICIANS-ON CALL	7/31/19
AUTO ENDOSCOPIC REPROCESSOR	2/28/21
DIC PRODUCTS	6/30/19
PHYSICIANS-ON CALL	3/31/19
SERVICES AGREEMENT	6/30/19
SAFETY HYPODERMIC PRODUCTS	9/30/19
RISK SHARING AGREEMENT	12/31/18
SPECIALTY WOMENS HEALTH SURG	1/31/21
BLOOD BANK ANALYZERS REAGENTS	1/31/19
SPINAL IMPLANTS AND RELATED PRODUCTS	5/31/19
SPINAL IMPLANTS AND RELATED PRODUCTS	6/13/19
ENDOMECHANICAL PRODUCTS	3/31/21
NEONATAL DEVELOPMENTAL PRODUCT	10/31/18
PHYSICIANS-ON CALL	12/31/19
PHYSICIANS-ON CALL	12/31/19
PHYSICIANS-ON CALL	4/30/19
LEASE-AS TENANT	2/28/19
PHYSICIANS-ON CALL	6/30/19
RAPID DIAGNOSTIC TEST KITS	10/31/21
ACTIVE HUMIDIFICATION DEVICES	10/31/21
PHYSICIANS-MANAGER AGREEMENT CASE MANAGEMENT	9/30/18
SERVICES-RADIOLOGY	12/7/18
MANUAL MICROBIOLOGY	12/31/19
ARTERIAL BLOOD GAS KITS	11/30/20
PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT	5/31/19
PHYSICIANS-DIRECTORSHIP	5/31/19
PHYSICIANS-DIRECTORSHIP	10/31/18
PHYSICIANS-DIRECTORSHIP	6/30/19
PHYSICIANS-ON CALL	12/31/19
STUDENT AFFILIATION AGREEMENT	5/31/23
EQUIPMENT-LEASE/RENTAL	12/31/22
PHYSICIANS-ON CALL	6/30/19
DIR PRODUCTS	6/1/19
ADVANCED INTRACAVITY	10/31/20

HOSPITAL SERVICES AGREEMENT	Evergreen	
PHYSICIANS-DIRECTORSHIP		12/31/19
INDEPENDENT CONTRACTOR		6/18/19
ORTHOPEDIC AUTO TRANSUSION		10/31/19
PATIENT BEDS-RENTAL		2/28/19
GENERAL ORTHO TRAUMA PRODUCTS		10/31/19
DIALYSIS PRODUCTS		10/31/20
LETTER OF AGREEMENT	Evergreen	
LASER EQUIPMENT		7/31/19
INFUSION SETS		1/31/20
PHYSICIANS-ON CALL		12/31/19
PHYSICIANS-ON CALL		3/31/19
AGREEMENT FOR SERVICES		9/30/19
PHYSICIANS-ON CALL		10/31/18
SERVICES-ARMORED CARRIER	Evergreen	
SERVICES-SOFTWARE MAINTENANCE AND SUPPORT		7/31/20
OBSTETRICAL MONITORING DEVICES		8/31/20
DIR PRODUCTS		1/31/20
Hospital Service Agreement	Evergreen	
DIC PRODUCTS		6/30/19
PHYSICIANS-ON CALL		6/30/19
OPHTHALMOLOGY PRODUCTS		6/30/20
SPINAL IMPLANTS AND PRODUCTS		6/22/19
RESPIRATORY THERAPY PRODUCTS		10/31/18
RESPIRATORY THERAPY PRODUCTS		10/31/18
CONTRACT MEDIA X-RAY		12/31/20
FACILITY PARTICIPATION AGREEMENT	Evergreen	
SPINAL IMPLANTS AND RELATED PRODUCTS		12/31/18
PURCHASED SERVICES		6/30/19
RISK SHARING AGREEMENT		12/31/18
ENTERPRISE IMAGE MANAGEMENT		12/31/20
LICENSE AGREEMENT		5/15/22
INFANT AND PATIENT SECURITY		11/12/20
PHYSICIANS-DIRECTORSHIP		2/28/20
PHYSICIANS-ON CALL		6/30/19
PHYSICIANS-PROFESSIONAL AND ADMINISTRATIVE SERVICES		5/31/19
PHYSICIANS-ON CALL		3/31/19
SERVICES-CONSULTING		12/2/18
HOUSEKEEPING SUPPLIES		12/31/19
SERVICE AGREEMENT		7/31/19
PHYSICIANS-ON CALL		6/30/19
FURNITURE AND SYSTEMS		12/31/20
PHYSICIANS-ON CALL		6/30/19
PHYSICIANS-ON CALL		3/31/19
LAUNDRY PRODUCTS MAINTENANCE		12/31/18
SURGICAL BLADES		9/30/19
PERFUSION PRODUCTS		1/31/21
RISK SHARING AGREEMENT		12/31/17

PHYSICIANS-ON CALL		3/31/19
BREAST PUMP AND ACCESSORIES		10/31/20
NEONATAL SPECIALTY PRODUCTS		12/31/18
HOSPITAL SERVICES AGREEMENT	Evergreen	
PHYSICIANS-ON CALL		6/30/19
LAPAROSCOPIC SURGICAL INSTRUM		1/31/19
PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT		6/30/19
GASTROINTESTINAL ENDOSCOPY		1/31/19
MEDICAL NUTRITION PRODUCTS 10+CS BRACKET		7/31/20
PHYSICIANS-ON CALL		6/30/19
INFANT CARE CAPITAL EQUIPMENT		7/31/21
GENERAL ORTHO TRAUMA PRODUCTS		10/31/19
BLOOD BANK ALANYZERS REAGENTS		1/31/19
OR EQUIPMENT DRAPES		3/31/19
PHYSIOLOGICAL MONITORING SYS		5/31/21
PHYSICIANS-ON CALL		6/30/19
BREAST PUMPS AND ACCESSORIES		3/31/20
PHYSICIANS-DIRECTORSHIP		6/30/19
AIRWAY CLEARANCE PRODUCTS		4/30/21
SURGICAL INST AND SCOPE REPAIR		1/31/19
ORTHOPEDIC POWER TOOLS		4/30/19
PHYSICIANS-ON CALL		6/30/19
ICE MACHINES AND DISPENSERS		6/30/20
AGREEMENT FOR SERVICES		12/2/19
INSTRUMENT CLEANERS AND ENZYMATICS		9/30/19
EXAM TABLE PAPER		6/30/20
PHYSICIANS-DIRECTORSHIP		6/30/19
PHYSICAL THERAPY PRODUCTS		2/29/20
PHYSICIANS-ON CALL		3/31/19
PHYSICIANS-ON CALL		3/31/19
HISTOLOGY AND CYTOLOGY		1/31/21
PHYSICIANS-ON CALL		12/31/19
REGIONAL ANESTHESIA TRAYS		1/31/19
DIR PRODUCTS		1/31/20
OPHTHALMOLOGY PRODUCTS		6/30/20
HEMOSTASIS ANALYZERS, REAGENTS		7/31/19
LETTER OF AGREEMENT (LOA)	Evergreen	
CLOSED VENTILATION SUCTION		10/31/18
CHLOROHEXADINE GLUCONATE (CHG)		7/31/20
INFANT FORMULA		11/30/20
CASTING AND SPLINTING SUPPLIES		10/31/19
DIC PRODUCTS		6/30/19
LETTER OF AGREEMENT	Evergreen	
SKIN INTEGRITY: WOUND CARE		3/31/20
SURGICAL MESH PRODUCTS		6/30/22
HISTOLOGY AND CYTOLOGY		3/31/21
SOAPS LOTIONS WATERLESS RINSES		9/30/20
LETTER OF AGREEMENT	Evergreen	

REUSABLE TEXTILES AND SERVICES		11/30/18
RESTRAINTS AND FALL PREVENTION		7/31/20
HEMOSTASIS AND COMPRESSION		6/30/21
ENDO TUBES AND RELATED PRODUCTS		12/31/18
PAYOR AGREEMENT	Auto renew	
BONE AND BONE SUBSTITUTE PRODS		6/30/21
ENT IMPLANTS AND INSTRUMENTS		10/31/19
LICENSE-SOFTWARE SUBSCRIPTION	Evergreen	
GENERAL LABORATORY PRODUCTS		3/31/21
STUDENT AFFILIATION AGREEMENT		6/25/19
PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT		10/31/18
SERVICES-SOFTWARE MAINTENANCE AND SUPPORT		6/23/19
STERILIZATION ASSURANCE		9/30/19
SUPPLIES-LABORATORY		6/12/19
USP 797 AND 800 CLEANING SU		4/30/19
HEMOSTASIS AND COMPRESSION		6/30/21
ROOM ENVIRONMENT INFECTION		1/31/21
PAYOR AGREEMENT		5/31/20
UNIVERSAL AGREEMENT	Evergreen	
HOSPITAL SERVICES AGREEMENT	Evergreen	
PHYSICIANS-PHYSICIAN STAFFING AGREEMENT		2/13/19
SERVICES-SOFTWARE MAINTENANCE AND SUPPORT		1/30/21
POINT OF CARE BLOOD GAS		3/31/19
ORTHO TOTAL JOINTS IMPLANTS		6/14/19
LAP SPONGES AND OR TOWELS		5/31/20
PHYSICIANS-ON CALL		6/30/19
BIOLOGIC MESH PRODUCTS		9/30/19
EQUIPMENT-LEASE/RENTAL		8/30/20
SERVICES-CONSULTING		5/16/20
STUDENT AFFILIATION AGREEMENT		3/31/23
STUDENT AFFILIATION AGREEMENT		2/19/19
HOSPITAL PARTICIPATION AGREEMENT		4/24/19
SERVICES-PROFESSIONAL	Evergreen	
STUDENT AFFILIATION AGREEMENT		2/9/19
STUDENT AFFILIATION AGREEMENT		1/4/27
STUDENT AFFILIATION AGREEMENT		11/27/19
STUDENT AFFILIATION AGREEMENT		8/16/18
HOSPITAL SERVICES AGREEMENT	Evergreen	
PHYSICIAN-CHIEF OF MEDICAL STAFF		12/31/18
PHYSICIANS-ON CALL		7/31/19
LETTER OF AGREEMENT		2/28/19
SURGEON GLOVES		4/30/19
PHYSICIANS-ON CALL		4/30/19
LETTER OF AGREEMENT		4/28/19
LICENSE-SOFTWARE		2/24/19
SERVICES-PROFESSIONAL	Evergreen	
LABORATORY	Evergreen	
STUDENT AFFILIATION AGREEMENT		2/19/19

PHYSICIANS-ON CALL		6/30/19
BUSINESS ASSOCIATE AGREEMENT		6/25/19
BONE TISSUE SYNTHETIC IMPLANT		6/30/20
BIOLOGICAL MESH PRODUCTS		9/30/19
GENERAL UROLOGICAL PRODUCTS		2/28/19
IMPLANTABLE INFUSION PORTS		10/31/19
SERVICES-EQUIPMENT MAINTENANCE		10/31/19
PHYSICIANS-ON CALL		6/30/19
SERVICE AGREEMENT		7/31/19
SERVICES-OUTSIDE LAB		4/30/19
INTRAOPERATIVE NEUROPHYSICAL		10/31/18
STAINLESS STEEL EQUIPMENT		6/30/21
STUDENT AFFILIATION AGREEMENT		1/25/19
CONTRACT MEDIA BARIUM		12/31/20
ORTHOPEDIC SOFT GOODS		11/30/21
PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT		10/31/18
DOCUMENTATION SOLUTION SYSTEMS		12/31/18
SMOKE EVACUATION SYSTEMS		8/31/19
SERVICES-SOFTWARE MAINTENANCE AND SUPPORT		12/31/19
CLINICAL SERVICES AGREEMENT		8/31/19
STUDENT AFFILIATION AGREEMENT		2/25/20
STUDENT AFFILIATION AGREEMENT		11/14/19
GRANT AGREEMENT		12/31/18
PARTICIPATING PROVIDER AGREEMENT	Evergreen	
CLINICAL SERVICES AGREEMENT		11/29/19
AGREEMENT FOR SERVICES		8/13/19
STUDENT AFFILIATION AGREEMENT		11/30/19
STUDENT AFFILIATION AGREEMENT		7/31/19
GRANT AGREEMENT		6/30/20
SUPPLIES-PHARMACEUTICAL		12/31/18
PHYSICIANS-ON CALL		3/31/19
COMMITMENT CONTRACT		11/30/19
BUSINESS ASSOCIATE AGREEMENT	Evergreen	
VCT ANTI-EMBOLISM STOCKINGS		11/30/21
LOW FREQUENCY ULTRASONIC WOUND		4/30/19
HOSPITAL SERVICES AGREEMENT	Evergreen	
STUDENT AFFILIATION AGREEMENT		12/31/19
PAYOR AGREEMENT	Auto renew	
PHYSICIANS-PHYSICIAN STAFFING AGREEMENT		5/9/19
PATIENT TEMPERATURE PRODUCTS		12/31/20
AGREEMENT FOR SERVICES	Evergreen	
SERVICES-DOCUMENT DESTRUCTION		2/28/19
GRANT AGREEMENT		6/30/19
SKIN INTEGRITY: WOUND CARE		3/31/20
SERVICES-STAFFING	Evergreen	
MEMORANDUM OF UNDERSTANDING		9/13/20
PATIENT TRANSFER AGREEMENT		3/1/19
LAP SUCTION IRRIGATION		7/30/19

PHARMACY CLEANING SUPPLIES AND EQUIPMENT		4/30/19
ENTEROSTOMAL THERAPY PRODUCTS		3/31/20
STUDENT AFFILIATION AGREEMENT		5/1/22
STUDENT AFFILIATION AGREEMENT	Evergreen	
PARTICIPATING PROVIDER AGREEMENT		6/30/21
PARTICIPATING PROVIDER AGREEMENT		6/30/19
DESIGNATION AGREEMENT		6/30/19
AGREEMENT FOR SERVICES		6/30/19
SKIN INTEGRITY: WOUND CARE		3/31/20
NEONATAL DEVELOPMENTAL PRODUCTS		10/31/20
BUSINESS ASSOCIATE AGREEMENT		7/16/65
HOSPITAL SERVICES AGREEMENT	Evergreen	
LEASE-AS LANDLORD		2/28/19
GENERAL ORTHO TRAUMA		10/25/19
SKIN INTEGRITY: WOUND CARE		3/31/20
TEMPERATURE MONITORING PRODUCTS		12/31/18
PHYSICIANS-ON CALL		7/31/19
SKIN BREAKDOWN PREVENTION		6/30/19
GRANT AGREEMENT		8/23/19
PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT		10/31/18
PHYSICIANS-ON CALL		3/31/19
ANESTHESIA EQUIPMENT		6/30/19
RESTRAINTS AND FALL PREVENTION		7/31/20
PATIENT TRANSFER AGREEMENT		5/31/19
CONFIDENTIALITY & NON-DISCLOSURE		5/25/22
SKIN BREAKDOWN PREVENTION		6/30/19
STUDENT AFFILIATION AGREEMENT		12/31/18
LINEN RENTAL SERVICES		10/31/23
EXAM ROOM FURNITURE EQUIPMENT		3/31/20
STUDENT AFFILIATION AGREEMENT		9/30/18
PHYSICIANS-ON CALL		1/31/19
PHYSICIANS-ON CALL		6/30/19
SERVICE AGREEMENT		2/17/20
SERVICES AGREEMENT	Evergreen	
PHYSICIANS-ON CALL		12/31/18
STUDENT AFFILIATION AGREEMENT		11/16/19
SPINAL IMPLANTS AND RELATED PRODUCTS		6/30/20
SERVICES-CONSULTING		10/8/18
SERVICES-SOFTWARE MAINTENANCE AND SUPPORT		11/29/19
STERILIZATION POUCHES		9/30/19
SERVICES-STAFFING		1/19/20
HOSPITAL SERVICES AGREEMENT	Evergreen	
ENDO TUBES AND RELATED PROD -ANCHOR FAST		12/31/18
PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT		10/31/18
LEASE-AS TENANT		4/30/19
PHYSICIANS-ON CALL		3/31/19
CONFIDENTIALITY & NON-DISCLOSURE		2/23/19
PATIENT LATERAL TRANSFER DEVCS		7/31/21

MEMORANDUM OF UNDERSTANDING		6/30/19
LEASE-AS TENANT		4/30/19
PATIENT TRANSFER AGREEMENT		9/17/19
SMOKE EVACUATION SYSTEMS		8/31/19
PHYSICIANS-DIRECTORSHIP		12/31/18
PATIENT TRANSFER AGREEMENT		4/30/19
PATIENT CLENSING SKIN CARE		5/31/19
PEST CONTROL SERVICES		12/31/19
NEG PRESSURE WOUND THERAPY		5/31/19
SURGICAL INST AND SCOPE REPAIR		1/31/19
LICENSE-SOFTWARE SUBSCRIPTION		11/30/19
MODULAR CASEWORK, STORAGE SYS		6/30/21
VENDOR TRAINING AGREEMENT		8/21/19
PAYOR AGREEMENT	Auto renew	
NON-INFLATABLE SUPRAGLOTTIC		3/31/19
PHYSICIANS-DIRECTORSHIP		12/31/20
MEMORANDUM OF UNDERSTANDING		6/30/19
MANAGED CARE VENDOR AGREEMENT		1/31/19
STUDENT AFFILIATION AGREEMENT		11/8/19
PHYSICIANS-ON CALL		7/31/19
PHYSICIAN EMPLOYMENT AGREEMENT		2/19/19
PATIENT TRANSFER AGREEMENT		6/1/19
LAPAROSCOPIC SURGICAL INSTRUMENTS		1/31/19
AGREEMENT FOR SERVICES		6/30/20
PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT		10/31/18
PATIENT TRANSFER AGREEMENT		4/30/22
MAXILLOFACIAL PLATING SYSTEMS		10/31/19
AIR FILTRATION PRODUCTS		8/31/21
REPROCESSED DISPOSABLES		2/28/19
SERVICES-PROFESSIONAL		3/31/19
STAINLESS STEEL EQUIPMENT		6/30/21
EQUIPMENT-LEASE/RENTAL		7/31/19
BUSINESS ASSOCIATE AGREEMENT		12/31/65
PATIENT TRANSFER AGREEMENT		4/30/19
HIGH DENSITY MOBILE STORAGE		6/30/21
STUDENT AFFILIATION AGREEMENT		8/31/19
PROVIDER SERVICES AGREEMENT	Evergreen	
GRANT AGREEMENT		6/30/19
SERVICES AGREEMENT		6/30/20
MOLECULAR RAPID QUALITIVE		9/30/20
STUDENT AFFILIATION AGREEMENT		12/31/19
MEMORANDUM OF UNDERSTANDING		6/30/22
EQUIPMENT-LEASE/RENTAL		5/31/19
PHYSICIANS-ON CALL		1/31/19
PHYSICIANS-ON CALL		6/30/19
PATIENT TRANSFER AGREEMENT		12/31/20
STUDENT AFFILIATION AGREEMENT		6/30/19
PHYSICIANS-ON CALL		9/30/18

APPLIANCES AND RELATED PRODUCT		5/31/21
ORTHOPEDIC TOTAL JOINT IMPLANTS		5/31/19
IV SITE MANAGEMENT		12/31/19
HISTOLOGY AND CYTOLOGY		12/27/18
SURGICAL INST AND SCOPE REPAIR		1/31/19
STUDENT AFFILIATION AGREEMENT		8/1/26
RAPID DIAGNOSTIC TEST KITS		10/31/18
PULMONARY FUNCTION ANALYZERS		9/30/20
PATIENT TRANSFER AGREEMENT		3/14/40
ORTHO PRODUCTS		3/30/19
EXAM ROOM FURNITURE EQUIPMENT		3/31/20
REGENERATIVE SKIN GRAFTING		12/31/20
ANESTHESIA EQUIPMENT		6/30/19
SERVICES-SOFTWARE MAINTENANCE AND SUPPORT		7/2/20
SURGICAL INST AND SCOPE REPAIR		1/31/22
STUDENT AFFILIATION AGREEMENT		7/7/19
LETTER OF AGREEMENT		4/30/18
PHYSICIANS-PROFESSIONAL AND ADMINISTRATIVE SERVICES		6/30/19
STUDENT AFFILIATION AGREEMENT		11/30/19
PAYOR AGREEMENT	Auto renew	
LICENSE-SOFTWARE SUBSCRIPTION		10/21/21
FURNITURE AND SYSTEMS		12/31/20
AGREEMENT FOR SERVICES		10/17/19
MEDICAL NUTRITIONAL PRODUCTS		7/31/20
EMERGENCY DEPARTMENT		1/0/00
POLYSOMNOGRAPHY NEUROLOGICAL		4/30/19
MICROSCOPES ACCESSORIES PARTS		1/31/21
SERVICES AGREEMENT		6/30/19
SPINAL IMPLANTS AND RELATED PRODUCTS		6/1/20
PARTICIPATING FACILITY AGREEMENT	Evergreen	
DISPOSABLE VAGINAL SPECULUMS		6/30/19
INTERIM SETTLEMENT AGREEMENT		9/4/18
BLOOD/ORGAN/TISSUE	Evergreen	
REGENERATIVE SKIN GRAFTING		12/31/20
GENERAL ORTHO TRAUMA PRODUCTS		10/31/19
SERVICES-EQUIPMENT MAINTENANCE	Evergreen	
SERVICES-PHOTOGRAPHY		5/3/22
EMERGENCY DEPARTMENT		1/0/00
STUDENT AFFILIATION AGREEMENT		11/21/20
LEASE-AS LANDLORD		12/31/47
SPINAL IMPLANTS AND RELATED PRODUCTS		7/31/19
PATIENT TRANSFER AGREEMENT		1/31/20
CONFIDENTIALITY & NON-DISCLOSURE		2/28/19
LABELS ID BANDS RELATED PRODS		1/31/19
CONFIDENTIALITY & NON-DISCLOSURE		8/30/19
CRIBS, BASSINETS, YOUTH BEDS		3/31/19
SERVICES AGREEMENT		6/30/19
SERVICES-CONSULTING		5/20/19

AGREEMENT FOR SERVICES		8/31/19
EXTERNAL DEFIBRILLATORS		5/31/19
SERVICES-PROFESSIONAL		9/26/19
PHYSICIANS-ON CALL		10/31/18
BONE TISSUE SYNTHETIC IMPLANT		4/13/19
LICENSE-SOFTWARE		12/30/19
ADMINISTRATIVE SERVICES AGREEMENT		7/31/19
HIGH DENSITY MOBILE STORAGE		6/30/21
AGREEMENT FOR SERVICES		11/30/19
CONFIDENTIALITY & NON-DISCLOSURE		10/31/19
SERVICES-CONSULTING		2/7/20
PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT		5/31/19
SAFETY HYPODERMIC PRODUCTS		9/30/19
SURGICAL ENDOSCOPY - RIGID		12/31/20
CLINICAL SERVICES AGREEMENT		8/31/19
SURGICAL SERVICES		1/0/00
STUDENT AFFILIATION AGREEMENT		8/1/26
PATIENT CLESING SKIN CARE		5/31/19
STUDENT AFFILIATION AGREEMENT		8/1/26
PATIENT TRANSFER AGREEMENT		4/30/19
PLASTICWARE AND GLASSWARE		7/31/21
Hospital Service Agreement	Evergreen	
PHYSICIANS-ON CALL		4/30/19
APPLIANCES AND RELATED PRODUCTS		5/31/21
PHYSICIANS-ON CALL		6/30/19
SERVICES-PROFESSIONAL	Evergreen	
SERVICE AGREEMENT		12/31/19
DRY CLEANING AND UNIFORMS		12/31/19
PHYSICIANS-ON CALL		10/31/18
STUDENT AFFILIATION AGREEMENT		2/19/19
PHYSICIANS-DIRECTORSHIP		6/30/19
SERVICES-CONSULTING		6/30/19
SPINAL IMPLANTS AND RELATED PRODUCTS		6/30/19
ENT IMPLANTS & KITS		4/19/19
REUSABLE TEXTILES AND SERVICES		11/30/18
PHYSICIANS-ON CALL		7/31/19
MODULAR CASEWORK, STORAGE SYS		6/30/21
MEMORANDUM OF UNDERSTANDING		8/31/19
STUDENT AFFILIATION AGREEMENT		11/27/19
SPINAL IMPLANTS AND RELATED PRODUCTS		8/31/19
SPINAL IMPLANTS AND RELATED PRODUCTS		6/30/20
SPINAL IMPLANTS AND RELATED PRODUCTS		6/5/19
STUDENT AFFILIATION AGREEMENT		9/17/19
HEART VALVE PRODUCTS		5/31/19
SUBLEASE AGREEMENT		1/31/18
PATIENT TRANSFER AGREEMENT		4/1/19
MODULAR CASEWORK STORAGE SYSTEM		6/30/21
RESTRAINTS AND FALL PREVENTION		7/31/20

HISTOLOGY AND CYTOLOGY		1/31/21
SERVICES-CONSULTING		3/19/56
MAXILLOFACIAL PLATING SYSTEM		10/31/19
EQUIPMENT-PURCHASE		3/25/20
SERVICES-HOUSEKEEPING		6/28/19
CONFIDENTIALITY & NON-DISCLOSURE		5/22/21
DIR PRODUCTS		1/31/20
ENDOSURGERY		8/31/19
INSTRUMENT CONTAINERS		1/31/19
SUBCRIPTION AGREEMENT		8/27/19
HEMATOLOGY ANALYZERS REAGENTS		7/31/19
PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT		5/31/19
LAP SUCTION IRRIGATION		4/30/19
SERVICES-CONSULTING		1/1/19
PARTICIPATING PROVIDER AGREEMENT		12/31/19
LICENSE AGREEMENT		11/30/19
SERVICES AND EQUIPMENT		1/22/19
GENERAL LABORATORY PRODUCTS		3/31/21
PHYSICIANS-ON CALL		10/31/18
FACILITY SERVICES AGREEMENT	Evergreen	
STUDENT AFFILIATION AGREEMENT		10/14/18
STUDENT AFFILIATION AGREEMENT		10/31/19
STUDENT AFFILIATION AGREEMENT		6/30/23
EQUIPMENT-LEASE/RENTAL		10/17/22
BUSINESS ASSOCIATE AGREEMENT		3/12/19
STUDENT AFFILIATION AGREEMENT		2/1/19
PROFESSIONAL TRAINING SERVICES AGREEMENT		12/31/19
STUDENT AFFILIATION AGREEMENT		12/3/18
RESEARCH AGREEMENT		6/30/19
STUDENT AFFILIATION AGREEMENT		6/30/19
DIETARY SERVICES		1/0/00
SERVICES-WATER TREATMENT		5/31/19
STUDENT AFFILIATION AGREEMENT		11/27/19
AGREEMENT FOR SERVICES		1/21/20
SERVICES AGREEMENT	Evergreen	
PEER REVIEW SOFTWARE		6/30/21
SYNTHETIC BIOABSORBABLE MESH		9/30/19
STUDENT AFFILIATION AGREEMENT		10/31/21
SERVICES-WATER TREATMENT		5/31/19
PATIENT SCALES		9/30/20
SPINAL IMPLANTS AND RELATED PRODUCTS		4/4/20
STUDENT AFFILIATION AGREEMENT		5/5/20
PHYSICIANS-ON CALL		6/30/19
PHYSICIANS-ON CALL		6/30/19
SPINAL IMPLANTS AND RELATED PRODUCTS		6/13/19
PHYSICIANS-DIRECTORSHIP		1/31/20
HEMOSTASIS AND COMPRESSION		6/30/21
LICENSE AGREEMENT		3/25/20

VERTEBRAL COMP FRACTURE REPAIR		6/30/19
HOUSEKEEPING PRODUCTS		1/31/21
CATHETER TUBE SECUREMENT		8/31/20
DISINFECTION CAPS		8/31/19
PATIENT PREP CLIPPERS BLADES		1/31/19
SURGICAL PATIENT PREP PRODUCTS		3/31/19
INCISE DRAPES		9/30/19
SURGICAL HAND PREPS		4/30/21
LAB ANALYZER PURCHASE/REAGENTS		6/12/19
INFANT FORMULA - BABY FRIENDLY		2/28/21
DIC PRODUCTS SMC AND SVMC LOCAL		5/27/19
PERIPHERAL AND BILIARY STENTS		5/31/19
DIC PRODUCTS		5/31/20
CORONARY STENTS NON-DRUG		5/31/20
BIOLOGIC MESH PRODUCTS		9/30/19
INSTRUMENT CONTAINERS		1/31/22
SURGICAL INSTRUMENTS		1/31/22
HOSPITAL SERVICES AGREEMENT	Evergreen	
PAYOR AGREEMENT		7/13/19
PHYSICIANS-ON CALL		2/13/19
CALL COVERAGE AGREEMENT FOR ORTHOPEDIC TRAUMA SERVICES		2/13/19
AGREEMENT FOR SERVICES		6/21/19
RISK SHARING AGREEMENT		12/31/18
BREAST IMPLANTS/TISSUE EXPANDERS		1/31/20
RESPIRATORY THERAPY PRODUCTS		10/31/18
STUDENT AFFILIATION AGREEMENT		3/31/23
PAYOR AGREEMENT		8/31/19
Hospital Service Agreement	Evergreen	
FACILITY SERVICES AGREEMENT	Evergreen	
PAYOR AGREEMENT		12/31/19
HOSPITAL SERVICES AGREEMENT	Evergreen	
HOSPITAL SERVICES AGREEMENT	Evergreen	
PAYOR AGREEMENT		7/14/19
RISK SHARING AGREEMENT		12/31/18
TROCAR PRODUCTS		3/31/21
SURGICAL ENERGY PRODUCTS		12/13/18
CENTRAL VENOUS ACCESS PRODUCTS		6/30/20
REGIONAL ANESTHESIA TRAYS		1/31/19
ORAL CARE		7/31/19
PAIN MGMT LOCAL ANESTHETIC		5/31/20
FEEDING PUMPS DEVICES SETS		7/31/21
DISPOSABLE NON-STERILE APPAREL		11/30/18
EXAM GLOVES		4/30/19
STERILE PACKS AND GOWNS		12/31/19
PHYSICIANS-RECRUITMENT LOAN AGREEMENT		8/31/18
VENA CAVA FILTERS		7/31/20
INFUSION DEVICES		1/31/20
INFUSION SETS		1/31/20

IV FLUIDS, BAG BASED DRUG		1/30/20
PHARMACY COMPOUNDING EQUIPMENT		1/31/20
SAFETY IV CATHETERS		9/30/19
SAFETY HUBER NEEDLES		2/28/21
SURGICAL MESH PRODUCTS		9/30/19
SYNTHETIC BIOABSORBABLE MESH PRODUCTS		9/30/19
ENDOMECHANICAL PRODUCTS		3/31/21
WOUND DRAINAGE PRODUCTS		7/31/21
CATH LAB PRODUCTS		5/31/19
INFUSION SETS		1/31/20
IV FLUIDS, BAG BASED DRUG		1/31/20
PHARMACY COMPOUNDING EQUIPMENT		1/31/20
NEEDLELESS CONNECTORS		1/31/20
CONTRAST MEDIA MR		12/31/20
URINALYSIS ANALYZERS REAGENTS		7/31/19
STANDARD HYPODERMIC PRODUCTS		9/30/19
AUTOMATED BLOOD CULTURE		10/31/19
SAFETY IV CATHETERS		9/30/19
ACQUISITION AGREEMENT		8/20/25
INFUSION SETS		1/31/20
PHYSICIANS-ON CALL		6/30/19
AUTOMATED MICROBIAL ID MIC		10/31/19
SYNTHETIC IMPLANTABLE PRODUCTS		6/30/21
PAYOR AGREEMENT		9/30/19
DRUG ELUTING CORONARY STENTS		6/30/19
PERIPHERAL AND BILIARY STENTS		1/31/20
ELECTROPHYSIOLOGY PRODUCTS		11/30/20
GASTROINTESTINAL ENDOSCOPY		1/31/19
SPECIALTY UROLOGICAL PRODUCTS		12/31/20
SURGICAL INCONTINENCE PRODUCTS		8/31/21
DIC PRODUCTS		8/6/19
DIR PRODUCTS		7/31/19
GASTROINTESTINAL ENDOSCOPY		1/31/19
CARDIAC RHYTHM MANAGEMENT		6/21/20
PHYSICIANS-ON CALL		6/30/19
PHYSICIANS-CONSULTING SERVICES		9/30/18
LETTER OF AGREEMENT (LOA)	Evergreen	
PHYSICIANS-DIRECTORSHIP		12/31/19
SKIN INTEGRITY: COMP WRAPS		3/31/20
BREAST PUMP AND ACCESSORIES		10/31/20
PATIENT PREP CLIPPERS BLADES		1/31/19
EXAM GLOVES		4/30/19
MEDICAL NUTRITION PRODUCTS 10+CS BRACKET		7/31/20
BLOOD SPECIMEN COLLECTION		11/30/18
RAPID DIAGNOSTIC TEST KITS		10/31/21
LABELS ID BANDS RELATED PRODS		1/31/19
STERILIZATION ASSURANCE		9/30/19
INSTRUMENT CLEANERS ENZYMATICS		9/30/19

TAPE PRODUCTS	1/31/20
SHARPS DISPOSABLE CONTAINERS	4/30/20
HIGH LEVEL DISINFECTANTS	4/30/20
ELECTRONIC THERMOMETRY	5/31/20
CHLOROHEXADINE GLUCONATE (CHG)	7/31/20
DISPOSABLE LABOR AND DELIVERY	8/31/20
SOAPS LOTIONS WATERLESS RINSES	9/30/20
NEONATAL DEVELOPMENTAL PRODUCT	10/31/20
ARTERIAL BLOOD GAS KITS	11/30/20
SAFETY HUBER NEEDLES	2/28/21
CLOSED VENTILATION SUCTION	10/31/18
VCT ANTI-EMBOLISM STOCKINGS	11/30/21
RESPIRATORY THERAPY PRODUCTS	10/31/18
BEDSIDE PROCEDURE TRAYS	1/31/19
ORAL CARE	7/31/19
SAFETY HYPODERMIC PRODUCTS	9/30/19
STANDARD HYPODERMIC PRODUCTS	9/30/19
BANDAGES, DRESSINGS AND GAUZE	10/30/19
ADHESIVE SKIN CLSOURES	1/31/20
INFANT DIAPERS AND PRODUCTS	12/31/19
ENTEROSTOMAL THERAPY PRODUCTS	3/31/20
TRANSPARENT DRESSINGS	1/31/20
COHESIVE BANDAGES	1/31/20
ENDO TUBES AND RELATED PRODUCTS	12/31/18
TEMPERATURE MONITORING PRODUCTS	12/31/18
REGIONAL ANESTHESIA TRAYS	1/31/19
OR EQUIPMENT DRAPES	3/31/19
SURGICAL PATIENT PREP PRODUCTS	3/31/19
SMOKE EVACUATION SYSTEMS	8/31/19
SURGICAL BLADES	9/30/19
SURGICAL AND ISOLATION MASKS	12/31/19
CASTING AND SPLINTING SUPPLIES	10/31/19
PAIN MGMT LOCAL ANESTHETIC	5/31/20
LARYNGEAL MASK AIRWAYS	7/31/20
CHEST DRAINAGE PRODUCTS	2/28/21
SURGICAL HAND PREPS	4/30/21
SECUREMENT AND STABLIZATION PRODUCTS	10/30/19
NEONATAL DEVELOPMENTAL PRODUCT	10/31/20
DOCUMENTATION SOLUTION SYSTEMS	12/31/18
DISPOSABLE VAGINAL SPECULUMS	6/30/19
THROMBECTOMY PRODUCTS	10/31/18
PERIPHERAL AND BILIARY STENTS	1/31/20
NON-INVASIVE CARDIOLOGY EQUIP	5/31/21
MEDICAL NUTRITIONAL PRODUCTS	7/31/20
FEEDING PUMPS DEVICES SETS	7/31/21
REUSABLE TEXTILES AND SERVICES	11/30/18
CAN LINERS	7/31/20
INFUSION DEVICES	1/31/20

INFUSION SETS	1/31/20
IV FLUIDS, BAG BASED DRUG	1/30/20
PHARMACY COMPOUNDING EQUIPMENT	1/31/20
NEEDLELESS CONNECTORS	1/31/25
SAFETY PHLEBOTOMY	11/30/21
SPECIALTY DISTRIBUTION - LAB	12/31/21
AUTOMATED BLOOD CULTURE	10/31/19
MANUAL MICROBIOLOGY	2/28/21
HISTOLOGY AND CYTOLOGY	3/31/21
GENERAL LABORATORY PRODUCTS	3/31/21
CRIBS, BASSINETS, YOUTH BEDS	3/31/19
STERILIZATION POUCHES	9/30/19
AUTO ENDOSCOPIC REPROCESSOR	2/28/21
LOW TEMPERATURE STERILIZATION	2/28/21
STEAM STERILIZERS	2/28/21
WASHERS AND DECONTAMINATORS	2/28/21
PULSE OXIMETRY AND CAPNOGRAPHY	4/30/21
SKIN INTEGRITY: WOUND CARE	3/31/20
SKIN INTEGRITY: SKIN CLENSER	3/31/20
SKIN INTEGRITY: COMP WRAPS	3/31/20
INTERMEDIATE LEVEL DISINFECTANT WIPES	4/30/20
INTERMEDIATE LEVEL WIPES	4/30/20
HEMODYNAMIC MONITORING PRODUCT	6/30/20
EXAM TABLE PAPER	6/30/20
CHLORHEXIDINE GLUCONATE (CHG)	7/31/20
ANTI-INFECTION SITE DRESSING	7/31/20
RESTRAINTS AND FALL PREVENTION	7/31/20
OBSTETRICAL MONITORING DEVICES	8/31/20
CATHETER TUBE SECUREMENT	8/31/20
ECG ELECTRODES, CABLES, LEADS	9/30/20
PATIENT TEMPERATURE PRODUCTS	12/31/20
SUCTION CANISTERS YANKAUERS	10/31/18
DISPOSABLE NON-STERILE APPAREL	11/30/21
DISPOSABLE NON STERILE APPAREL	11/30/18
ACTIVE HUMIDIFICATION DEVICES	10/31/21
SUTURE REMOVAL LACERATION TRAY	1/31/19
GENERAL UROLOGICAL PRODUCTS	2/28/19
GENERAL UROLOGIC PRODUCTS	2/28/19
PATIENT CLESING SKIN CARE	5/31/19
SKIN BREAKDOWN PREVENTION	6/30/19
DISINFECTION CAPS	8/31/19
SAFETY IV CATHETERS	9/30/19
STANDARD HYPODERMIC NEEDLES	9/30/19
BANDAGES, DRESSINGS AND GAUZE	10/30/19
HOT AND COLD PACKS	11/30/19
ENTEROSTOMAL THERAPY PRODUCTS	3/31/20
TRACHEOSTOMY TUBES	9/30/21
SURGEON GLOVES	4/30/19

INCISE DRAPES	9/30/19
GENERAL ORTHO TRAUMA PRODUCTS	10/31/19
STERILE PACKS AND GOWNS	12/31/19
LAP SPONGES AND OR TOWELS	5/31/20
OPHTHALMOLOGY PRODUCTS	6/30/20
DISPOSABLE ANESTHESIA PRODUCTS	7/31/20
LARYNGOSCOPE SYSTEMS	7/31/20
TOPICAL SKIN ADHESIVES	3/31/21
KNOTLESS TISSUE CLOSURE DEVICE	3/31/21
KNOTLESS TISSUE CLOSERE DEVICE	3/31/21
SURGICAL ENERGY PRODUCTS	3/31/21
TROCAR PRODUCTS	3/31/21
SUTURE PRODUCTS	3/31/21
ENDOMECHANICAL PRODUCTS	3/31/21
SPECIALTY WOMENS HEALTH SURG	1/31/21
WOUND DRAINAGE PRODUCTS	7/31/21
ORTHOPEDIC SOFT GOODS	11/30/21
WOUND DRAINAGE PRODUCTS	7/31/21
THIRD PARTY FREIGHT MANAGEMENT	5/31/19
PHYSICIANS-DIRECTORSHIP	6/30/19
RESPIRATORY THERAPY PRODUCTS	10/31/18
BEDSIDE PROCEDURE TRAYS	1/31/19
PATIENT PREP CLIPPERS BLADES	1/31/19
SURGICAL INSTRUMENTS	1/30/19
SURGICAL PATIENT PREP PRODUCTS	3/31/19
SURGICAL HAND PREPS	4/30/21
INSTRUMENT CONTAINERS	1/15/09
ACTIVE HUMIDIFICATION DEVICES	10/31/18
LAPAROSCOPIC SURGICAL INSTRUM	1/31/19
DISPOSABLE ANESTHESIA PRODUCTS	7/31/20
EQUIPMENT-LEASE/RENTAL	1/7/21
PHYSICIANS-ON CALL	6/30/19
PHYSICIANS-PROFESSIONAL AND ADMINISTRATIVE SERVICES	6/30/19
STUDENT AFFILIATION AGREEMENT	6/25/19
STUDENT AFFILIATION AGREEMENT	12/25/19
MICROFIBER PRODUCTS, MATS	1/31/21
AGREEMENT FOR SERVICES	6/30/19
SKIN INTEGRITY: SKIN CLENSER	3/31/20
BOWEL MANAGEMENT	3/31/20
SPECIALTY UROLOGICAL PRODUCTS	12/31/20
SURGICAL INCONTINENCE PRODUCTS	8/31/21
ENDOMECHANICAL PRODUCTS	3/31/21
SPECIALTY WOMENS HEALTH SURG	1/31/21
ARTHROSCOPY SUPPLIES	5/30/19
ARTHROSCOPY FLUID WASTE MGMT	3/1/20
GASTROINTESTINAL ENDOSCOPY	1/31/19
PERIPHERAL AND BILIARY STENTS	1/31/20
DIR PRODUCTS	1/31/20

CARDIAC RHYTHM MANAGEMENT	3/31/20
VENA CAVA FILTERS	7/31/20
HIGH RISK OBGYN PRODS MED/SURG	12/31/19
HIGH RISK OBGYN PROD SPECIALTY	12/31/19
SERVICES AGREEMENT	6/30/19
SERVICES AGREEMENT	6/30/19
DELEGATED AUTHORITY AGREEMENT	3/1/19
SERVICES AGREEMENT	12/31/19
AGREEMENT FOR SERVICES	6/30/22
STUDENT AFFILIATION AGREEMENT	6/30/23
MASTER PURCHASING AGREEMENT	6/30/24
DESIGNATION AGREEMENT	4/15/19
SERVICES AGREEMENT	6/30/19
ENTITY AGREEMENT	6/12/19
SHARPS DISPOSABLE CONTAINERS	4/30/20
DISPOSABLE LABOR AND DELIVERY	8/31/20
BANDAGES, DRESSINGS AND GAUZE	10/30/19
ENDO TUBES AND RELATED PRODUCTS	12/31/18
PULSE OXIMETRY AND CAPNOGRAPHY	4/30/21
ELECTRONIC THERMOMETRY	5/31/20
ECG ELECTRODES, CABLES, LEADS	9/30/20
DIALYSIS PRODUCTS	10/31/20
STANDARD HYPODERMIC NEEDLES	9/30/19
TRACHEOSTOMY TUBES	12/31/18
DISPOSABLE WOUND RETRACTOR	4/30/19
BIOLOGICAL MESH PRODUCTS	9/30/19
VIDEO LARYNGOSCOPES	9/30/20
KNOTLESS TISSUE CLOSURE DEVICE	3/31/21
SURGICAL ENERGY PRODUCTS	3/31/21
TROCAR PRODUCTS	3/31/21
ENDOMECHANICAL PRODUCTS	3/31/21
SPECIALTY WOMENS HEALTH SURG	1/31/21
PHYSICIANS-DIRECTORSHIP	5/31/19
BIOLOGICAL MESH PRODUCTS	9/30/19
SKIN BREAKDOWN PREVENTION	6/30/19
PHYSIOLOGICAL MONITORING SYS	5/31/21
LAUNDRY PRODUCTS MAINTENANCE	12/31/18
ROOM TURNOVER PRODUCTS	8/31/21
THROMBECTOMY PRODUCTS	10/31/18
PERFUSION PRODUCTS	1/31/21
HEART VALVE PRODUCTS	6/11/19
STUDENT AFFILIATION AGREEMENT	12/31/18
DISPOSABLE NON STERILE APPAREL	11/30/18
PHYSICIANS-ON CALL	5/16/19
PHYSICIANS-ON CALL	2/28/19
ACTIVE HUMIDIFICATION DEVICES	10/31/21
PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT	5/31/19
PHYSICIANS-DIRECTORSHIP	6/30/19

PHYSICIANS-PHYSICIAN STAFFING AGREEMENT		6/30/19
PHYSICIANS-DIRECTORSHIP		6/30/19
PHYSICIANS-RECRUITMENT LOAN AGREEMENT		8/7/20
PHYSICIANS-ON CALL		1/31/20
ANESTHESIA EQUIPMENT		6/30/19
FETAL MONITORING		5/31/21
PROVIDER PARTICIPATION AGREEMENT	Evergreen	
Hospital Service Agreement	Evergreen	
Hospital Service Agreement	Evergreen	
STERILIZATION ASSURANCE		9/30/19
CLEANING VALIDATION SUPPORT		9/30/19
NURSE CALL SYSTEMS		4/30/21
PATIENT LIFTS		7/31/21
ENTEROSTOMAL THERAPY PRODUCTS		12/31/19
GENERAL UROLOGIC PRODUCTS		2/28/19
PHYSICIANS-DIRECTORSHIP		5/31/19
LEASE-AS TENANT		4/30/19
NEEDLELESS CONNECTORS		1/31/25
HEMODYNAMIC MONITORING PRODUCT		6/30/20
LAPAROSCOPIC SURGICAL INSTRUMENTS		1/31/19
SURGICAL INSTRUMENTS		1/31/19
PHYSICIANS-ON CALL		2/28/21
TELECOMMUNICATIONS		12/31/21
HIGH LEVEL DISINFECTANTS		4/30/20
ANTI-INFECTION SITE DRESSING		7/31/20
SURGICAL INCONTINENCE PRODUCTS		2/28/19
SURGICAL MESH PRODUCTS		9/30/19
SYNTHETIC BIOABSORBABLE MESH		9/30/19
KNOTLESS TISSUE CLOSURE DEVICE		3/31/21
SURGICAL ENERGY PRODUCTS		3/31/21
WOUND DRAINAGE PRODUCTS		5/31/19
SURGICAL ENDOSCOPY - RIGID		12/31/20
PHYSICIANS-ON CALL		3/31/19
NEG PRESSURE WOUND THERAPY		9/30/19
PAYOR AGREEMENT	Auto renew	
Hospital Service Agreement	Evergreen	
BUSINESS ASSOCIATE AGREEMENT		12/31/65
TISSUE IMPLANTABLE PRODUCTS		6/30/21
HEART VALVE PRODUCTS		6/30/19
PROVIDER SERVICES AGREEMENT	Evergreen	
PATIENT TRANSFER AGREEMENT		12/31/23
CHEST DRAINAGE PRODUCTS		2/28/21
INTRA-AORTIC BALLOON CATHETERS		10/31/20
VASCULAR GRAFTS		3/31/20
OPEN HEART DISPOSABLE SUPPLIES		10/12/20
ENDOVASCULAR VEIN HARVESTING		10/31/20
BRONCHIAL TRACHEAL STENTS		5/31/19
PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT		6/30/19

CHIEF OF STAFF	12/31/19
ENDO TUBES AND RELATED PROD -ANCHOR FAST	12/31/18
EXAM GLOVES	4/30/19
MEDICAL NUTRITION PRODUCTS 10+CS BRACKET	7/31/20
CAN LINERS	7/31/20
CONTRACT MEDIA BARIUM	12/31/20
LABELS ID BANDS RELATED PRODS	1/31/19
STERILIZATION ASSURANCE	9/30/19
INSTRUMENT CLEANERS ENZYMATICS	9/30/19
POST MORTEM EQUIP AND SUPPLIES	6/30/20
CHART PAPER AND RELATED PRODUCTS	8/31/20
TAPE PRODUCTS	1/31/20
SHARPS DISPOSABLE CONTAINERS	4/30/20
SKIN INTEGRITY: WOUND CARE	3/31/20
HIGH LEVEL DISINFECTANTS	4/30/20
ELECTRONIC THERMOMETRY	5/31/20
BLADDER SCANNERS	5/31/20
CENTRAL VENOUS ACCESS RODUCTS	6/30/20
CHLOROHEXADINE GLUCONATE (CHG)	7/31/20
DISPOSABLE LABOR AND DELIVERY	8/31/20
SOAPS LOTIONS WATERLESS RINSES	9/30/20
NEONATAL DEVELOPMENTAL PRODUCT	10/31/20
ARTERIAL BLOOD GAS KITS	11/30/20
SAFETY HUBER NEEDLES	2/28/21
MOBILITY AIDS	7/31/21
PERSONAL CARE KITS	7/31/21
CENTRAL VENOUS ACCESS PRODUCTS	6/30/17
CLOSED VENTILATION SUCTION	10/31/18
VCT ANTI-EMBOLISM STOCKINGS	11/30/21
RESPIRATORY THERAPY PRODUCTS	10/31/18
BEDSIDE PROCEDURE TRAYS	1/31/19
SUTURE REMOVAL LACERATION TRAY	1/31/19
SKIN BREAKDOWN PREVENTION	6/30/19
ORAL CARE	7/31/19
SAFETY HYPODERMIC PRODUCTS	9/30/19
STANDARD HYPODERMIC PRODUCTS	9/30/19
BANDAGES, DRESSINGS AND GAUZE	10/30/19
ADHESIVE SKIN CLSOURES	1/31/20
INFANT DIAPERS AND PRODUCTS	12/31/19
ENTEROSTOMAL THERAPY PRODUCTS	3/31/20
TRANSPARENT DRESSINGS	1/31/20
COHESIVE BANDAGES	1/31/20
ENDO TUBES AND RELATED PRODUCTS	12/31/18
TEMPERATURE MONITORING PRODUCTS	12/31/18
REGIONAL ANESTHESIA TRAYS	1/31/19
PATIENT PREP CLIPPERS BLADES	1/31/19
OR EQUIPMENT DRAPES	3/31/19
SURGICAL PATIENT PREP PRODUCTS	3/31/19

SMOKE EVACUATION SYSTEMS	8/31/19
SURGICAL BLADES	9/30/19
SURGICAL AUTOMATIC TOURNIQUET	10/31/19
SURGICAL AND ISOLATION MASKS	12/31/19
CASTING AND SPLINTING SUPPLIES	10/31/19
PAIN MGMT LOCAL ANESTHETIC	5/31/20
LARYNGEAL MASK AIRWAYS	7/31/20
CHEST DRAINAGE PRODUCTS	2/28/21
SURGICAL HAND PREPS	4/30/21
TEXTILES (REUSEABLE) AND LAUNDRY SERVICE	11/30/18
SECUREMENT AND STABLIZATION PRODUCTS	10/30/19
LAUNDRY PRODUCTS MAINTENANCE	12/31/18
INFANT FORMULA - BABY FRIENDLY	2/28/21
NEONATAL DEVELOPMENTAL PRODUCT	10/31/20
SURGEON GLOVES	4/30/19
DOCUMENTATION SOLUTION SYSTEMS	12/31/18
DISPOSABLE VAGINAL SPECULUMS	6/30/19
THROMBECTOMY PRODUCTS	10/31/18
EXTERNAL DEFIBRILLATORS	5/31/19
NON-INVASIVE CARDIOLOGY EQUIP	5/31/21
MEDICAL NUTRITIONAL PRODUCTS	7/31/20
FEEDING PUMPS DEVICES SETS	7/31/21
REUSABLE TEXTILES AND SERVICES	11/30/18
PAPER TOWLS AND TISSUES	9/30/19
INFUSION DEVICES	1/31/20
INFUSION SETS	1/31/20
IV FLUIDS, BAG BASED DRUG	1/31/20
IV FLUIDS, BAG BASED DRUG	1/31/20
PHARMACY COMPOUNDING EQUIPMENT	1/31/20
NEEDLELESS CONNECTORS	1/31/25
BLOOD GLUCOSE METERS, REAGENTS	3/31/21
CRIBS, BASSINETS, YOUTH BEDS	3/31/19
INSTRUMENT CONTAINERS	1/31/19
POLYSOMNOGRAPHY NEUROLOGICAL	4/30/19
STERILIZATION POUCHES	9/30/19
AUTO ENDOSCOPIC REPROCESSOR	2/28/21
LOW TEMPERATURE STERILIZATION	2/28/21
STEAM STERILIZERS	2/28/21
WASHERS AND DECONTAMINATORS	2/28/21
PULSE OXIMETRY AND CAPNOGRAPHY	4/30/21
STAINLESS STEEL EQUIPMENT	6/30/21
SKIN INTEGRITY: SKIN CLENSER	3/31/20
SKIN INTEGRITY: COMP WRAPS	3/31/20
INTERMEDIATE LEVEL DISINFECTANT WIPES	4/30/20
INTERMEDIATE LEVEL WIPES	4/30/20
BREAST PUMPS AND ACCESSORIES	3/31/20
PATIENT BEDSIDE PRODUCTS	6/30/20
HEMODYNAMIC MONITORING PRODUCT	6/30/20

EXAM TABLE PAPER	6/30/20
CHLORHEXIDINE GLUCONATE (CHG)	7/31/20
ANTI-INFECTION SITE DRESSING	7/31/20
RESTRAINTS AND FALL PREVENTION	7/31/20
OBSTETRICAL MONITORING DEVICES	8/31/20
CATHETER TUBE SECUREMENT	8/31/20
ECG ELECTRODES, CABLES, LEADS	9/30/20
DIALYSIS PRODUCTS	10/31/20
PATIENT TEMPERATURE PRODUCTS	12/31/20
AUDITORY AND VISUAL EXAM	4/30/21
SUCTION CANISTERS YANKAUERS	10/31/18
DISPOSABLE NON-STERILE APPAREL	11/30/21
DISPOSABLE NON STERILE APPAREL	11/30/18
ACTIVE HUMIDIFICATION DEVICES	10/31/21
GENERAL UROLOGICAL PRODUCTS	2/28/19
GENERAL UROLOGIC PRODUCTS	2/28/19
PATIENT CLESING SKIN CARE	5/31/19
DISINFECTION CAPS	8/31/19
SAFETY IV CATHETERS	9/30/19
STANDARD HYPODERMIC NEEDLES	9/30/19
BANDAGES, DRESSINGS AND GAUZE	10/30/19
HOT AND COLD PACKS	11/30/19
IV SITE MANAGEMENT	12/31/19
ENTEROSTOMAL THERAPY PRODUCTS	3/31/20
TRACHEOSTOMY TUBES	9/30/21
SURGICAL INSTRUMENTS	1/31/19
INCISE DRAPES	9/30/19
STERILE PACKS AND GOWNS	12/31/19
ARTHROSCOPY FLUID WASTE MGMT	2/29/20
LAP SPONGES AND OR TOWEL	5/31/20
LAP SPONGES AND OR TOWELS	5/31/20
OPHTHALMOLOGY PRODUCTS	6/30/20
DISPOSABLE ANESTHESIA PRODUCTS	7/31/20
LARYNGOSCOPE SYSTEMS	7/31/20
KNOTLESS TISSUE CLOSURE DEVICE	3/31/21
KNOTLESS TISSUE CLOSERE DEVICE	3/31/21
SURGICAL ENERGY PRODUCTS	3/31/21
TROCAR PRODUCTS	3/31/21
SUTURE PRODUCTS	3/31/21
ENDOMECHANICAL PRODUCTS	3/31/21
SPECIALTY WOMENS HEALTH SURG	1/31/21
WOUND DRAINAGE PRODUCTS	7/31/21
PRESSURE INFUSION BAGS	1/31/19
ORTHOPEDIC SOFT GOODS	11/30/21
IV SITE MANAGEMENT	12/31/19
BLOOD GLUCOSE METERS AND REAGENTS	10/14/21
COMMODITIES - DISTRIBUTOR LOCAL	7/31/19
WOUND DRAINAGE PRODUCTS	7/31/21

CAUTI UROLOGI/INCONTINENCE		5/24/19
OPEN HEART DISPOSABLE SUPPLIES		10/31/20
PERFUSION PRODUCTS		1/31/21
DIC PRODUCTS		6/11/19
DRUG ELUTING STENTS		5/31/20
CORONARY STENTS NON-DRUG		5/31/20
PERIPHERAL AND BILIARY STENTS		6/11/19
MOLECULAR RAPID QUALITATIVE		9/30/20
DIR PRODUCTS		1/31/20
PHYSIOLOGICAL MONITORING SYS		5/31/21
SKIN BREAKDOWN PREVENTION		6/30/19
SURGEON GLOVES		4/30/19
PHYSICIANS-ON CALL		6/30/19
STUDENT AFFILIATION AGREEMENT		11/30/19
PHYSICIANS-ON CALL		3/31/19
BONE AND BONE SUBSTITUTE PRODS		6/30/21
TISSUE IMPLANTABLE PRODUCTS		6/30/21
LICENSE-SOFTWARE SUBSCRIPTION		10/21/21
PARTICIPATING FACILITY AGREEMENT	Evergreen	
ENT NASAL PRODUCTS		10/31/19
ENT IMPLANTS AND INSTRUMENTS		10/31/19
SPECIAL UROLOGY PRODUCTS		12/31/20
SURGICAL ENDOSCOPY - FLEXIBLE		12/31/20
SURGICAL ENDOSCOPY - RIGID		12/31/20
PHYSICIANS-ON CALL		4/30/19
PHYSICIANS-MANAGER AGREEMENT CASE MANAGEMENT		6/30/19
SPINAL IMPLANTS AND RELATED PRODUCTS		6/2/19
LEASE-AS LANDLORD		12/31/47
STAINLESS STEEL EQUIPMENT		6/30/21
NEUROVASCULAR INT RADIOLOGY		8/31/20
NON-INVASIVE CARDIOLOGY EQUIP		5/31/21
MRI ANCILLARY EQUIP AND COILS		1/31/20
PHYSIOLOGICAL MONITORING SYSTEMS		5/31/21
FETAL MONITORING		5/31/21
RADIATION THERAPY		1/0/00
PATIENT TRANSFER AGREEMENT		9/26/19
BLOOD GLUCOSE METERS, REAGENTS		3/31/21
BLOOD GLUCOSE METERS AND REAGENTS		10/14/21
SKIN BREAKDOWN PREVENTION		6/30/19
ORAL CARE		7/31/19
SPINAL IMPLANTS AND RELATED PRODUCTS		5/31/19
HEMOSTASIS ANALYZERS REAGENTS		7/31/19
BLOOD GAS ANALYZERS		9/30/20
SKIN INTEGRITY: SKIN CLENSER		3/31/20
SURGICAL WOUND DEBRIDEMENT		5/31/20
SAFETY HUBER NEEDLES		2/28/21
INFUSION DEVICES		1/31/20
PULSE OXIMETRY AND CAPNOGRAPHY		4/30/21

SAFETY HYPODERMIC PRODUCTS	9/30/19
SAFETY IV CATHETERS	9/30/19
TRACHEOSTOMY TUBES	9/30/21
TEMPERATURE MONITORING PRODUCTS	12/31/18
REGIONAL ANESTHESIA TRAYS	1/31/19
PARTICIPATING PROVIDER AGREEMENT	6/30/20
SERVICE AGREEMENT	12/31/18
CARDIAC RHYTHEM MANAGEMENT	11/14/20
SERVICES AGREEMENT	7/19/20
PHYSICIANS-ON CALL	6/30/19
AUTO ENDOSCOPIC REPROCESSOR	2/28/21
LOW TEMPERATURE STERILIZATION	2/28/21
STEAM STERILIZERS	2/28/21
WASHERS AND DECONTAMINATORS	2/28/21
OR TABLES	1/31/19
OR LIGHT AND BOOMS	1/31/19
PATIENT BEDS PURCHASE	2/28/19
PATIENT TEMPERATURE PRODUCTS	12/31/20
SKIN BREAKDOWN PREVENTION	6/30/19
OR INTEGRATION AND AUTOMATION	1/31/21
ARTHROSCOPY SUPPLIES	4/30/19
SURGICAL ENDOSCOPY - RIGID	12/31/20
ORTHOPEDIC HELMETS	10/31/19
VERTEBRAL COMP FRACTURE REPAIR	6/30/19
ORTHOPEDIC POWER TOOLS AND ACC	4/30/19
SURGICAL AUTOMATIC TOURNIQUET	10/31/19
ENT NASAL PRODUCTS	10/31/19
NEUROSURGICAL PRODUCTS	8/30/20
PULSE LAVAGE PRODUCTS	3/31/21
GENERAL ORTHO TRAUMA PRODUCTS	10/31/19
KNOTLESS TISSUE CLOSERE DEVICE	3/31/21
HEMOSTASIS	8/31/19
SURGICAL INSTRUMENTS	1/31/19
PHYSICIANS-DIRECTORSHIP	6/30/19
ACTIVE HUMIDIFICATION DEVICES	10/31/21
LARYNGEAL MASK AIRWAYS	7/31/20
LARYNGOSCOPE SYSTEMS	7/31/20
SUTURE PRODUCTS	3/31/21
ENDOMECHANICAL PRODUCTS	3/31/21
RESPIRATORY THERAPY PRODUCTS	10/31/18
SURGICAL SERVICES	1/0/00
LICENSE-SOFTWARE SUBSCRIPTION	6/1/19
PHYSICIANS-RECRUITMENT LOAN AGREEMENT	7/31/20
PHYSICIANS-ON CALL	4/30/19
PHYSICIANS-PHYSICIAN STAFFING AGREEMENT	4/30/19
ON CALL GENERAL SURGERY	1/31/20
SUBLEASE AGREEMENT	12/31/20
PHYSIOLOGICAL MONITORING SYS	5/31/21

FETAL MONITORING	5/31/21
INFANT CARE CAPITAL EQUIPMENT	7/31/21
VASCULAR GRAFTS	3/31/20
DIC PRODUCTS	6/30/19
ELECTRONIC THERMOMETRY	5/31/20
DISPOSABLE VAGINAL SPECULUMS	6/30/19
PHYSICIANS-DIRECTORSHIP	1/31/20
PHYSICIANS-RECRUITMENT LOAN AGREEMENT	6/14/20
PHYSICIANS-DIRECTORSHIP	6/30/19
PHYSICIANS-PROFESSIONAL SERVICES AGREEMENT	6/30/19
SURGICAL AUTOMATIC TOURNIQUET	10/31/19
SURGICAL SKIN GRAFTING DEVICES	4/30/20
TRACTION PRODUCTS	4/30/21
ORTHOPEDIC POWER TOOLS AND ACC	4/30/19
PULSE LAVAGE PRODUCTS	3/31/21
TOTAL JOINT IMPLANTS	7/30/20
ORTHO TOTAL JOINT INPLANTS	7/30/20
PATIENT TEMPERATURE MANAGEMENT PRODUCTS	12/31/20

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Title 11, California Code of Regulations, § 999.5(d)(2)(D)

Exhibit 9

April 4, 2019

Via Email – JMoloney@cainbrothers.com

Cain Brothers, A Division of
Key Banc Capital Markets
1 California St., Suite 2400
San Francisco, CA 94111
Attn: James Moloney

Re: Confidential Nonbinding Letter of Intent – Seton Medical Center

Dear Mr. Moloney

This letter of intent sets forth the principal business points for the proposed transaction described herein (the "Transaction") between (i) Allied Physicians of California, A Professional Medical Corporation d/b/a Allied Pacific IPA[1] or its designee ("APC"), and (ii) Seton Medical Center, a California nonprofit corporation (the "Hospital"). Except as otherwise provided in Section 6 below, this letter does not constitute or give rise to any legally binding commitment on the part of any party. Instead, it merely sets forth their preliminary intentions with respect to the terms proposed, which terms may or may not become part of a definitive agreement, as a basis for future negotiations.

1. Acquisition. APC will purchase from the Hospital all of the assets of the Hospital (the "Assets").

2. Consideration. The purchase price for the Assets will be Seventy-Five Million Dollars ($75,000,000).

3. Due Diligence. During the Diligence Period, APC and its representatives, lenders, affiliates and agents ("Representatives") shall be entitled to conduct a comprehensive clinical, business and legal due diligence review of the Hospital and its clinical operations, business and assets. The Hospital shall cooperate with such due diligence review, including, without limitation, affording APC and its Representatives reasonable access to the books, records, properties and employees of the Hospital and its business and assets. APC shall be under no obligation to continue with its due diligence investigation or negotiations regarding the Transaction if, at any time, the results of its due diligence investigation are not satisfactory to APC for any reason in its sole discretion. The "Diligence Period" means the period commencing on the date this letter has been signed by all parties and continuing for 60 days thereafter; *provided* that, unless prior to such 60th day, APC has delivered to the Hospital a written notice stating that APC is not interested in pursuing the Transaction, the Diligence Period shall automatically extend for an additional 15 days following the conclusion of such 60 days.

[1] Allied Pacific IPA operates outside of the Hospital's catchment area.

4. Definitive Agreement. The terms and conditions governing the Transaction shall be contained in an asset purchase agreement (the "Purchase Agreement") that shall include, among others, customary representations and warranties and covenants made by parties to like transactions.

5. Public Announcements. No party shall (nor shall it permit any affiliate or Representative thereof to), without the prior written consent of the other, disclose to any third party (other than the disclosing party's Representatives who agree to be bound by this Section) the existence of this letter, that either party is interested in pursuing the Transaction or any terms of the Transaction, except as required by law or to comply with such party's obligations or enforce such party's rights contained in this letter.

6. Binding Effect. Except for the provisions of Sections 5, 6, 7 and 8, each of which shall be deemed to be an agreement and binding upon the parties, it is understood that this letter does not constitute or give rise to any legally binding commitment on the part of any party. Instead, it merely sets forth their preliminary intentions with respect to the terms proposed, which terms may or may not become part of a definitive agreement, as a basis for future negotiations. It is specifically acknowledged and agreed that APC may terminate discussions concerning the Transaction at any time and for any reason. This Section supersedes all other conflicting or ambiguous language in this letter or any document or other instrument contemporaneous with or that precedes this letter.

7. Expenses. Each party will pay its own transaction expenses, including fees and expenses of investment bankers and other advisers, incurred in connection with the Transaction, except as may otherwise be provided herein.

8. Miscellaneous.

(a) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered on the earliest of: (i) the date of personal delivery, (ii) the date of transmission by facsimile, with confirmed transmission and receipt, (iii) two (2) days after deposit with a nationally-recognized courier or overnight service such as Federal Express, or (d) five (5) days after mailing via certified mail, return receipt requested, and shall be addressed to each party at the address for such party as set forth below or to such other address as such party may indicate by a written notice delivered to the other.

(b) Entire Agreement. This letter represents the entire agreement by and among the parties with respect to the subject matter hereof and any and all other written or oral agreements relating to the subject hereof existing between the parties are expressly canceled. No alteration, modification or interpretation of this letter shall be binding unless in writing and signed by the party to be charged.

(c) Binding Effect; Assignment. This letter shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No party other than APC may assign or delegate any of its rights or obligations hereunder without the written consent of the other parties.

(d) Governing Law. This letter shall be interpreted and construed in accordance with the laws of the State of California, without giving effect to principles of conflict of laws.

(e) Attorneys' Fees. If any action is brought for the enforcement of this letter, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in the action, in addition to any other relief to which it may be entitled.

(f) Injunctive Relief. The parties agree and acknowledge that money damages may not be an adequate remedy for any breach by the Hospital of the provisions of this letter and that the non-breaching party may in its sole discretion apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive relief (without posting a bond or other security) in order to enforce or prevent any violation of the provisions of this letter.

(g) Mutual Drafting. The parties are sophisticated and as a consequence the parties do not intend that the presumptions of any laws or rules relating to the interpretation of contracts against the drafter of any particular clause should be applied to this letter and, therefore, the parties hereby waive their effects.

(h) Severability. If any term, provision, covenant or restriction of this letter is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this letter shall remain in full force and effect, and shall not be affected, impaired or invalidated.

(i) Headings. The headings herein are for reference only and shall not affect the interpretation of this letter.

(j) Counterparts. This letter may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of the signature page to this letter by facsimile or email with scan attachment shall be as effective as delivery of a manually executed counterpart of this letter.

[Signatures continued on next page]

If the foregoing is acceptable, please so indicate by executing and returning a counterpart of this letter by facsimile or pdf. **This letter will be deemed null and void unless APC has received a copy of this letter countersigned by Hospital no later than 5:00 PM PT on April 12, 2019.**

"**APC**":

Allied Physicians of California, a Professional Medical Corporation d/b/a Allied Pacific IPA

By: [redacted]
Kenneth Sim, M.D.,
Chairman

Address:
1668 S. Garfield Ave., 2nd Floor
Alhambra, CA 91801

AGREED:

"**Hospital**"

Seton Medical Center

By: _____
Name: _____
Title: _____

Address: _____
_____

Notice of Proposed Submission and Request for Consent by:

SETON MEDICAL CENTER, ST. FRANCIS MEDICAL CENTER, AND ST. VINCENT MEDICAL CENTER

in Connection with its Asset Purchase Agreement

with

STRATEGIC GLOBAL MANAGEMENT, INC.

NELSON HARDIMAN
HEALTHCARE LAWYERS

Prepared for the Office of the Attorney General

California Department of Justice
Charitable Trusts Division

May 7, 2019

Binder 6 of 13

Title 11, California Code of Regulations, § 999.5(d)(2)(D)

Exhibit 10

STECKBAUER
WEINHART, LLP

333 S. Hope Street, 36th Floor
Los Angeles, CA 90071
Phone: 213.229.2868
Fax: 213.229.2870
www.swesq.com

By: Jacquelyn H. Choi
jchoi@swesq.com

March 28, 2019

VIA EMAIL

Dentons US LLP
Attn: Tania M. Moyron, Esq.
(tania.moyron@dentons.com)
601 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5704

Cain Brothers
Attn: James Moloney
(jmoloney@cainbrothers.com)
1 California Street, Suite 2400
San Francisco, California 94111

Milbank, Tweed, Hadley & McCloy LLP
Attn: Gregory A. Bray, Esq.
(gbray@milbank.com)
2029 Century Park East, 33rd Floor
Los Angeles, California 90067

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
Attn: Daniel S. Bleck, Esq. and Paul Ricotta, Esq.
(dsbleck@mintz.com, pricotta@mintz.com)
One Financial Center
Boston, Massachusetts 02111

Maslon, LLP
Attn: Clark Whitmore, Esq.
(clark.whitmore@maslon.com)
3300 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402

Re: In re Verity Health System of California, Inc., *et al.* (Lead Case No. 2:18-bk-20151-ER) (collectively, the "**Debtors**")
Partial Bid for Acquisition of St. Vincent Medical Center

Dear Lady and Gentlemen:

On behalf of the County of Los Angeles (the "**County**"), we are pleased to be submitting a partial bid in the amount of Seventy-Five Million Dollars ($75,000,000) for the acquisition of the St. Vincent Medical Center, its facilities and other assets, as more fully described in that certain Asset Purchase Agreement dated as of March 28, 2019 (the "**Purchase Agreement**"), by and between Verity Health System of California, Inc., a California nonprofit public benefit corporation ("**Verity**"), Verity Holdings, LLC, a California limited liability company ("**Verity Holdings**"), and St. Vincent Medical Center, a California nonprofit public benefit corporation

("**St. Vincent**") (collectively, the "**Sellers**"), and the County, as purchaser. The County's partial bid consists of all cash and is free of any financing contingencies.

Pursuant to the *Order (1) Approving Form Of Asset Purchase Agreement For Stalking Horse Bidder And For Prospective Overbidders, (2) Approving Auction Sale Format, Bidding Procedures And Stalking Horse Bid Protections, (3) Approving Form Of Notice To Be Provided To Interested Parties; (4) Scheduling A Court Hearing To Consider Approval Of The Sale To The Highest And Best Bidder And (5) Approving Procedures Related To The Assumption Of Certain Executory Contracts And Unexpired Leases; and (II) An Order (A) Authorizing The Sale Of Property Free And Clear Of All Claims, Liens And Encumbrances; Memorandum Of Points And Authorities In Support Thereof* (the "**Order**") [Docket No. 1572] entered by the Bankruptcy Court on February 19, 2019, the following documents are enclosed for your consideration:[1]

1. Clean version of the duly authorized and executed copy of the Purchase Agreement, with all exhibits and schedules attached hereto as **Exhibit "A"**;

2. Black-lined version of the Purchase Agreement marked to show changes from the Stalking Horse APA attached hereto as **Exhibit "B"**;

3. List of unexpired leases in which the County seeks to assume, attached hereto as **Exhibit "C"**;

4. The County's representation concerning adequate assurance of performance with respect to unexpired leases, attached hereto as **Exhibit "D"**; and

5. A certified copy of the Resolution of Notice of Intention of the Board of Supervisors of the County of Los Angeles to Acquire the St. Vincent Medical Center Campus dated as of March 19, 2019, attached hereto as **Exhibit "E"**.

As it relates to other bidding requirements set forth in the Order:

a) The County offers to purchase, in cash, the Hospital, the Verity Holding Facilities and other assets (as defined below), for the purchase price of Seventy-Five Million Dollars ($75,000,000) (the "**Purchase Price**").

b) The County offers to purchase the St. Vincent Medical Center, located at 2131 West 3rd Street, Los Angeles, CA 90057 (APN 5154-018-018), including the hospital, central plant, Stauffer Wing Conference Rooms, Doheny Building, Cath Village, Annex/Boiler, and parking structure owned or operated by Sellers (collectively, the "**Hospital**"), certain improved parcels, including the St. Vincent Professional Office Building located at 199 and 201 South Alvarado Street (APN 5154-018-019), the Mark Taper a/k/a MTTC Building located at 2200 West 3rd Street (APN 5154-034-006), Seton Hall Convent/Guest Lodge located at 262 and 272 South Lake Street/2120 Valley Street (APN 5154-018-021), the Ocean View Pavilion located at

[1] Unless otherwise defined herein, all capitalized terms shall have the same meaning as ascribed to them in the Order.

2222 Ocean View Avenue (APN 5154-033-021), the vacant land located at 143 South Alvarado Street (APN 5154-008-012) and 171 South Alvarado Street (APN 5154-018-020), all in Los Angeles, CA 90057 ("**Verity Holdings Facilities**"), and other assets of the Sellers, as more fully described in Section 1.7 of the Purchase Agreement (the Hospital, the Verity Holding Facilities and other assets are collectively referred to herein as the "**Properties**").

c) The County allocates the entire Purchase Price to the Properties set forth herein.

d) The County's offer is irrevocable until the selection of the Successful Bidder and the Back-Up Bidder, provided that if the County is selected as the Successful Bidder or the Back-Up Bidder, then the offer shall remain irrevocable until the earliest of (i) the closing of the transaction with the Successful Bidder, (ii) in the case of the Successful Bidder, a termination of the Qualified Bid pursuant to the terms of the Successful Bidder Purchase Agreement, and (ii) with respect to the Back-Up Bidder, the date that is thirty (30) business days after entry of the Sale Order.

e) – f) The County requires approval from the Board of Supervisors to purchase the Properties in accordance with all applicable laws, including, but not limited to, approval to purchase the Properties in accordance with the requirements for California Government Code Sections 6063 and 25350, which requirements include the publication of notice of intent to purchase for three consecutive weeks followed by a public hearing to consider approval of the purchase. On March 19, 2019, the Board of Supervisors unanimously approved a Resolution of Notice of Intent to Acquire the Properties and set April 16, 2019 as the date to consummate the transaction, should it be the Successful Bidder.

h) The County's offer is not subject to any financing contingencies and as set forth in the County's evidence of adequate assurance of performance attached hereto as **Exhibit "D"**, the County fully represents that it possesses the firm ability to fund and consummate the proposed acquisition on the terms set forth in the Purchase Agreement and remains ready, willing and able to close the proposed acquisition contemplated by the Purchase Agreement.

m) The County acknowledges and represents that it: (A) has had an opportunity to conduct any and all required due diligence regarding the Properties prior to making its offer and that such offer is not subject to any further due diligence or the need to raise capital/financing to consummate the proposed transaction; (B) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Properties in making its bid; (C) did not rely upon the written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Properties or the completeness of any information provided in connection therewith or with the relevant Auction . . . , except as expressly stated in the Purchase Agreement; and (D) is not entitled to any expense reimbursement, break-up fee, or similar type of payment in connection with its bid.

o) The County's offer shall be accompanied by a good faith deposit in the form of a wire transfer (to a bank account specified by the Debtors) equal to ten percent (10%) of the Purchase Price which equates to Seven Million Five Hundred Thousand Dollars ($ 7,500,000).

p) The County shall not transfer or otherwise employ any current employees of the Debtors.

r) Jacquelyn H. Choi, Esq., Thomas J. Faughnan, Esq. (Senior Assistant County Counsel), and David P. Howard, P.E. (Assistant Chief Executive Officer at the Chief Executive Office of the County of Los Angeles) will be attending the Partial Bid Auction. Mr. Faughnan and Mr. Howard will have full authority to make binding Overbids at such Auction on behalf of the County.

We look forward to the opportunity to work with you. Should you have any questions regarding this correspondence or otherwise, please do not hesitate to contact me.

Very truly yours,

[redacted]
Jacquelyn H. Choi
STECKBAUER WEINHART, LLP

Agreed to and accepted as of the date set forth above.

COUNTY OF LOS ANGELES

MARY C. WICKHAM
County Counsel

[redacted]

By: _____
THOMAS J. FAUGHNAN
Senior Assistant County Counsel

Enclosures

EXHIBIT "A"

ASSET PURCHASE AGREEMENT

By and Among

Verity Health System of California, Inc., Verity Holdings, LLC, and St. Vincent Medical Center

and

The County of Los Angeles

Dated March 28, 2019

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "**Agreement**") is made and entered into as of the 28th day of March, 2019 (the "**Signing Date**") by and among Verity Health System of California, Inc., a California nonprofit public benefit corporation ("**Verity**") Verity Holdings, LLC, a California limited liability company ("**Verity Holdings**"), and St. Vincent Medical Center, a California nonprofit public benefit corporation ("**St. Vincent**") (Verity Holdings and St. Vincent are each referred to herein individually as a "**Seller**" and collectively as "**Sellers**") and the County of Los Angeles, a body corporate and politic ("**Purchaser**").

RECITALS:

A. St. Vincent engages in the business of the operation of the hospital known as St. Vincent Medical Center, a hospital owned and operated by Sellers and located at 2131 West 3rd Street, Los Angeles, CA 90057 (APN 5154-018-018), including the hospital, central plant, Stauffer Wing Conference Rooms, Doheny Building, Cath Village, Annex/Boiler, and parking structure owned or operated by Sellers (collectively, the "**Hospital**").

B. Verity Holdings owns certain improved parcels, including the St. Vincent Professional Office Building located at 199 and 201 South Alvarado Street (APN 5154-018-019), the Mark Taper a/k/a MTTC Building located at 2200 West 3rd Street (APN 5154-034-006), Seton Hall Convent/Guest Lodge located at 262 and 272 South Lake Street/2120 Valley Street (APN 5154-018-021), the Ocean View Pavilion located at 2222 Ocean View Avenue (APN 5154-033-021), and vacant land located at 143 South Alvarado Street (APN 5154-008-012), and 171 South Alvarado Street (APN 5154-018-020), all in Los Angeles, CA 90057 ("**Verity Holdings Facilities**").

C. Purchaser desires to purchase from Sellers, and Sellers desire to sell to Purchaser, the Hospital, and Verity Holdings Facilities, and other assets of Sellers, as described in Section 1.7 below (collectively, the "**Assets**"), for the consideration and upon the terms and conditions contained in this Agreement.

D. Sellers filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") with the United States Bankruptcy Court for the Central District of California, Los Angeles Division (the "**Bankruptcy Court**"), lead Case No. 2:18-bk-20151-ER, jointly administered or to be jointly administered with its affiliates (the "**Bankruptcy Cases**"), and the Bankruptcy Court entered an order approving procedures in connection with the sale of the Sellers' Assets, Docket No. 1572, which requests that the Bankruptcy Court enter a "**Sale Order**" following an auction and selection of a successful bidder(s).

E. The parties intend to effectuate the transactions contemplated by this Agreement through a sale of the Assets approved by the Bankruptcy Court pursuant to Section 363 of Chapter 11 of Title 11 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained in this Agreement, and for their mutual reliance and incorporating into this Agreement the above recitals, the parties hereto agree as follows:

ARTICLE 1

SALE AND TRANSFER OF ASSETS; CONSIDERATION; CLOSING

1.1 Purchase Price.

(a) Subject to the terms and conditions of this Agreement, the purchase price ("**Purchase Price**") shall consist of the following:

(i) Cash payment to Sellers (the "**Cash Consideration**") of Seventy-Five Million Dollars ($75,000,000); and

(ii) Payment of Cure Costs (defined below) associated with any Assumed Lease and/or Assumed Contracts and assumption of other Assumed Obligations (as defined below).

(b) Purchaser (i) is acquiring the Assets and (ii) is only assuming the Assumed Obligations (as defined below).

(c) At the Closing, Purchaser shall pay to Sellers, by wire transfer of immediately available funds to the accounts specified by Sellers to Purchaser in writing, an aggregate amount equal to the Cash Consideration, minus the Deposit (defined below).

1.2 Deposit. Purchaser has made a good faith deposit in the amount of Seven Million Five Hundred Thousand Dollars ($7,500,000) (the "**Deposit**") by wire transfer to an account designated by Sellers. The Deposit shall be non-refundable in all events, except (i) in the event the Closing does not occur due to Sellers accepting the bid of a rival bidder, (ii) as provided in Section 6.1(a) or Section 6.2, (iii) in the event Purchaser has terminated this Agreement pursuant to Section 9.1, or (ii) Sellers materially breaching their obligations under this Agreement, in which case Sellers shall immediately return the Deposit to Purchaser with all interest earned thereon. Upon Closing, the Deposit will be credited against the Purchase Price. Pending the Closing, or until this Agreement is terminated, the Deposit shall be deposited in an interest bearing account, with interest credited to Purchaser, at a federally-insured financial institution mutually acceptable to Purchaser and Sellers.

1.3 Closing Date. The consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at 10:00 a.m. local time at the offices of Dentons US LLP, 601 South Figueroa St., Suite 2500, Los Angeles, CA 90017-5704 (the day on which Closing actually occurs, the "**Closing Date**") within ten (10) business days following the satisfaction or waiver of the conditions set forth in ARTICLE 7 and ARTICLE 8, other than those conditions that by their nature are to be satisfied at Closing but subject to fulfillment or waiver of those conditions. The Closing shall be deemed to occur and to be effective as of 12:00 a.m. Pacific time on the day immediately after the Closing Date (the "**Effective Time**").

1.4 Items to be Delivered by Sellers at Closing. At or before the Closing, Sellers shall deliver, or cause to be delivered, to Purchaser the following:

1.4.1 a Bill of Sale substantially in the form of **Exhibit 1.4.1** attached hereto (the "**Bill of Sale**"), duly executed by each Seller;

1.4.2 Real Estate Assignment and Assumption Agreements (the "**Real Estate Assignments**") in the form of **Exhibit 1.4.2** attached hereto with respect to the Tenant Leases, each duly executed by each Seller;

1.4.3 Grant Deeds (the "**Deeds**") in the form of **Exhibit 1.4.2** attached hereto from each Seller with respect to the real property listed in **Schedule 1.4.3** (the "**Owned Real Property**") duly executed by each Seller;

1.4.4 an Assumption Agreement (the "**Assumption Agreement**") in the form of **Exhibit 1.4.2** attached hereto with respect to the Assumed Obligations duly executed by each Seller;

1.4.5 confirmation of transfer of patient care to other hospital facilities and surrender and relinquishment of any and all licenses, provider numbers, permits, approvals, certificates of exemption, franchises, accreditations and registrations and other governmental licenses, permits or approvals (the "**Licenses**") issued to Sellers for use in the operation of the Hospital, including, without limitation, the Licenses and Medicare Provider Numbers, except for those Licenses identified by the Purchaser in **Schedule 1.7(b)** necessary for the operation of the Assets for purposes other than as a Hospital, and written proof, with form and content to be specified by Purchaser using reasonable discretion, that the Hospital is closed and has ceased all functions customarily carried out by a hospital;

1.4.6 favorable original certificates of good standing, of each Seller, issued by the State of California, dated no earlier than a date which is fifteen (15) calendar days prior to the Closing Date;

1.4.7 a duly executed certificate of an officer of each Seller certifying to Purchaser (i) the incumbency of the officers of each Seller on the Signing Date and on the Closing Date and bearing the authentic signatures of all such officers who shall execute this Agreement and any additional documents contemplated by this Agreement and (ii) the due adoption and text of the resolutions or consents of the Board of Directors of each Seller authorizing (I) the transfer of the Assets and transfer of the Assumed Obligations by each Seller to Purchaser and (II) the due execution, delivery and performance of this Agreement and all additional documents contemplated by this Agreement, and that such resolutions have not been amended or rescinded and remain in full force and effect on the Closing Date;

1.4.8 a certified copy of the Sale Order (as defined below); and

1.4.9 Any such other instruments, certificates, consents or other documents which Purchaser and each Seller mutually deem reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof.

1.5 Items to be Delivered by Purchaser at Closing. At or before the Closing, Purchaser shall deliver or cause to be delivered to Sellers the following:

1.5.1 payment of the Cash Consideration subject to credits or plus payment to Sellers of all amounts as provided under Section 1.6;

1.5.2 evidence of payment of all Cure Costs required hereunder to be paid by Purchaser;

1.5.3 a certificate of the County of Los Angeles Chief Executive Officer or her designee certifying to Sellers (a) the accuracy of the representations and warranties set forth in ARTICLE 3 hereof and compliance with Purchaser's covenants set forth in this Agreement, (b) that, except as specifically set forth therein, all consents and approvals that are required from any person, entity or governmental entity in connection with the consummation of the transactions contemplated by this Agreement by Purchaser have been obtained, and (c) that all of the conditions contained in ARTICLE 8 have been satisfied or waived;

1.5.4 a duly executed certificate of the Clerk of the Board of Supervisors of the County of Los Angeles certifying to Sellers (a) the incumbency of the signatories of Purchaser on the Signing Date and on the Closing Date and bearing the authentic signatures of all such signers who shall execute this Agreement and any additional documents contemplated by this Agreement, and (b) the due adoption and text of the resolutions of the Board of Supervisors of Purchaser authorizing the execution, delivery, and performance of this Agreement and all additional documents contemplated by this Agreement, and that such resolutions have not been amended or rescinded and remain in full force and effect on the Closing Date;

1.5.5 a Certificate of Acceptance for each Deed, duly executed by Purchaser, to be recorded with each Deed;

1.5.6 the Bill of Sale, duly executed by Purchaser;

1.5.7 the Real Estate Assignment(s), duly executed by Purchaser;

1.5.8 the Assumption Agreement, duly executed by Purchaser; and

1.5.9 any such other instruments, certificates, consents or other documents which Purchaser and Sellers mutually deem reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof.

1.6 Prorations and Utilities. All items of income and expense listed below with respect to the Assets shall be prorated in accordance with the principles and the rules for the specific items set forth hereafter:

1.6.1 All transfer, conveyance, sales, use, stamp, similar state and local taxes arising from the sale of the Assets hereunder shall be the responsibility of, and allocated to, Purchaser.

1.6.2 Other than with respect to Cure Costs payable by Sellers, the following costs and expenses shall be prorated based upon the payment period (*i.e.*, calendar or other tax fiscal year) to which the same are attributable: all real estate and personal property lease payments, real estate and personal property taxes, real estate assessments and other similar charges against real estate, and power and utility charges (collectively, the "**Prorated Charges**") on the Assets. Each Seller shall pay its respective portion at or prior to the Closing (or Purchaser shall receive credit for) any unpaid Prorated Charges attributable to periods or portions thereof occurring prior to the Effective Time, and Purchaser shall assume as an Assumed Liability or, to the extent previously paid by such Seller, pay to such Seller at the Closing all Prorated Charges attributable to periods or portions thereof occurring from and after the Effective Time. In the event that as of the Closing Date the actual tax bills for the tax year or years in question are not available and the amount of taxes to be prorated as aforesaid cannot be ascertained, then rates, millages and assessed valuation of the previous year, with known changes, shall be used. The parties agree that if the real estate and personal property tax prorations are made based upon the taxes for the preceding tax period, the prorations shall be re-prorated after the Closing promptly after the amount of taxes is actually determined. As to power and utility charges, "final readings" as of the Closing Date shall be ordered from the utilities; the cost of obtaining such "final readings," if any, shall be paid by Sellers.

1.6.3 Sellers shall be entitled to all rents and other payments under Tenant Leases accruing for the period prior to the Effective Time ("**Pre Effective Time Lease Amounts**"), and Purchaser shall be entitled to all rents and other payments under Tenant Leases accruing for the period after the Effective Time ("**Post Effective Time Lease Amounts**" and together with the Pre Effective Time Lease Amounts, the "**Lease Amounts**"). All Lease Amounts that are collected prior to the Closing shall be prorated as of the Closing in accordance with the immediately preceding sentence. All Lease Amounts that are accrued but unpaid as of the Closing (including, without limitation, rents and other payments accrued prior to the Closing but payable in arrears after the Closing) (collectively, the "**Unpaid Amounts**") shall belong to Sellers, and Purchaser shall, upon receipt of said rents and other payments, receive the same in trust for Sellers and shall promptly remit any of such amounts to Sellers within ten (10) days after Purchaser's receipt of same; provided, however, any Lease Amounts collected by Purchaser on and after the Effective Time shall be applied first to any current or overdue amounts due to Purchaser and any collection costs incurred by Purchaser related thereto, and then to Unpaid Amounts due to Sellers. Purchaser shall also receive a credit for any security deposits held by Sellers in connection with any Tenant Leases, and if any tenants' security deposits are in the form

of a letter of credit, Sellers shall deliver originals of the letters of credit to Purchaser at Closing together with executed instruments sufficient to transfer the same to Purchaser.

1.6.4 All prorations and payments to be made under the foregoing provisions shall be agreed upon by Purchaser and Sellers prior to the Closing and shall be binding upon the parties; provided, however, with respect to the Unpaid Amounts, in the event any proration, apportionment or computation shall prove to be incorrect for any reason, then either Sellers or Purchaser shall be entitled to an adjustment to correct the same, provided that said party makes written demand on the party from whom it is entitled to such adjustment within thirty (30) calendar days after the erroneous payment or computation was made, or such later time as may be required, in the exercise of due diligence, to obtain the necessary information for proration. This Section 1.6 shall survive Closing.

1.7 Transfer of Sellers Assets. On the Closing Date and subject to the terms and conditions of this Agreement, each Seller shall sell, assign, transfer, convey and deliver to Purchaser, free and clear of all liens and encumbrances other than the Permitted Exceptions (defined below), and Purchaser shall acquire, all of each Seller's right, title and interest in and to only the following assets and properties, as such assets shall exist on the Closing Date, with such transfer being deemed to be effective at the Effective Time:

(a) the tangible personal property owned by each Seller (the "**Personal Property**") set forth on **Schedule 1.7(a)**;

(b) all of each Sellers' rights, to the extent assignable or transferable, to all Licenses issued to each Seller necessary to the operation of the Assets (expressly excluding any Licenses necessary to the use and operation of the Hospital as a hospital) set forth on Schedule 1.7(b);

(c) all of Sellers' interest in and to the Owned Real Property set forth on Schedule 1.4.3;

(d) all of Sellers' interest, to the extent assignable or transferable, in and to the real property leased or subleased by each Seller to a third party and set forth on **Schedule 1.7(d)** (the "**Tenant Leases**") (the "**Assumed Leases**");

(e) all of each Seller's interest, to the extent assignable or transferable, in and to all contracts and agreements that have been designated by Purchaser as a contract to be assumed pursuant to Section 1.11 (the "**Assumed Contracts**");

(f) all prepaid rentals, deposits, prepayments and similar amounts relating to the Assumed Contracts and/or the Assumed Leases (the "**Prepaids**");

(g) to the extent assignable or transferrable, all of the following that are not proprietary to Sellers and/or owned by or proprietary to Sellers' affiliates: operating manuals, equipment records, and construction plans and specifications;

(h) to the extent assignable or transferable, all rights in all warranties of any manufacturer or vendor in connection with the Assets and Personal Property;

(i) all casualty insurance proceeds arising in respect of casualty losses occurring after the Signing Date in connection with the ownership or operation of the Assets;

(j) the right to use the name "St. Vincent Medical Center";

(k) all goodwill of any Seller that is associated with the Assets;

(l) except for the Excluded Assets, to the extent assignable or transferable, any other assets owned by Sellers (which are not otherwise specifically described above in this Section 1.7) that are used in the operation of the Assets.

As used herein, the term "**Permitted Exceptions**" means (i) the Assumed Obligations; (ii) liens for taxes not yet due and payable (iii) easements, rights of way, zoning ordinances and other similar encumbrances affecting real property; and (iv) other imperfections of title or encumbrances, if any, which are not monetary in nature and that are not, individually or in the aggregate, material to the use and operation of the Assets.

1.8 Excluded Assets. Notwithstanding anything to the contrary in Section 1.7, Sellers shall retain, and shall not transfer to Purchaser pursuant to this Agreement, all right, title and interests in and to the following (collectively, the "**Excluded Assets**"):

(a) cash, cash equivalents and short-term investments;

(b) all Seller Plans (defined below) and the assets of all Seller Plans and any asset that would revert to the employer upon the termination of any Seller Plan, including, without limitation, any assets representing a surplus or overfunding of any Seller Plan;

(c) all contracts that are not Assumed Contracts;

(d) all leases that are not Assumed Leases;

(e) all inventories of supplies, drugs, food, janitorial and office supplies and other disposables and consumables (i) located at the Hospital or (ii) used in the operation of the Hospital (the "**Inventory**");

(f) all Prepaids, and other assets disposed of, expended or canceled, as the case may be, by Sellers after the Signing Date and prior to the Effective Time in the ordinary course of business;

(g) assets owned and provided by vendors of services or goods to the Assets;

(h) all of each Seller's organizational or corporate record books, minute books and tax records;

(i) all claims, counterclaims and causes of action of each Seller or each Seller's bankruptcy estate arising prior to the Effective Time (including parties acting for or on behalf of a Seller's bankruptcy estate, including, but not limited to, the official committee of unsecured creditors appointed in the Bankruptcy Cases), including, without limitation, rights of recovery or set-off of every kind and character against third parties, causes of action arising out of any claims and causes of action under chapter 5 of the Bankruptcy Code and any related claims, counterclaims and causes of action under applicable non-bankruptcy law, and any rights to challenge liens asserted against property of each Seller's bankruptcy estate, including, but not limited to, liens attaching to the Purchase Price paid to each Seller, and the proceeds from any of the foregoing;

(j) other than casualty insurance proceeds described in Section 1.7(h), all insurance policies and contracts and coverages obtained by any Seller or listing a Seller as insured party, a beneficiary or loss payee, including prepaid insurance premiums, and all rights to insurance proceeds under any of the foregoing, and all subrogation proceeds related to any insurance benefits arising from or relating to Assets prior to the Closing Date;

(k) all rents, deposits, prepayments, and similar amounts relating to any contract or lease that is not an Assumed Contract or Assumed Lease;

(l) all unclaimed property of any third party as of the Effective Time, including, without limitation, property which is subject to applicable escheat laws;

(m) all bank accounts of Sellers;

(n) all writings and other items that are protected from discovery by the attorney-client privilege, the attorney work product doctrine or any other cognizable privilege or protection;

(o) the rights of each Seller to receive mail and other communications with respect to Excluded Assets or Excluded Liabilities;

(p) all director and officer insurance of any Seller;

(q) all tax refunds of each Seller;

(r) all documents, records, operating manuals and film pertaining to the Assets that the parties agree that Sellers are required by law to retain;

(s) all patient records and medical records;

(t) all documents, records, correspondence, work papers and other patient records, and any other documents, records, or correspondence (including with respect to any employees);

(u) any rights or documents relating to any Excluded Liability or other Excluded Asset;

(v) any rights or remedies provided to Seller under this Agreement and each other document executed in connection with the Closing;

(w) any (i) personnel files for employees of any Seller; (ii) other books and records that each Seller is required by law to retain; provided, however, that except as prohibited by law and subject to ARTICLE 5, Purchaser shall have the right to make copies of any portions of such retained books and records that relate to the physical condition of the Assets and the Personal Property; (iii) documents which Seller is not permitted to transfer pursuant to any contractual obligation owed to any third party; (iv) documents primarily related to any Excluded Assets; (v) documents necessary to prepare tax returns (Purchaser shall be entitled to a copy of such documents); and (vi) documents necessary to prepare cost reports;

(x) all deposits or other prepaid charges and expenses paid in connection with or relating to any other Excluded Assets;

(y) all accounts and interest thereupon, notes and interest thereupon and other receivables of Sellers, including, without limitation, accounts, notes or other amounts receivable, and all claims, rights, interests and proceeds related thereto, including all accounts and other receivables, disproportionate share payments and Seller Cost Report settlements related thereto, in each case arising from the rendering of services or provision of goods, products or supplies to inpatients and outpatients at the Hospital, billed and unbilled, recorded and unrecorded, for services, goods, products and supplies provided by Sellers prior to the Effective Time whether payable by Medicare, Medicaid, or any other payor (including an insurance company), or any health care provider or network (such as a health maintenance organization, preferred provider organization or any other managed care program) or any fiscal intermediary of the foregoing, private pay patients, private insurance or by any other source (collectively, "**Accounts Receivable**");

(z) all documents, records, correspondence, work papers and other documents, other than patient records, primarily relating to the Accounts Receivable;

(aa) (i) all rights, claims and causes of action of Sellers to the extent related to and/or to the extent arising out of the Accounts Receivable and rights to settlements and retroactive adjustments, if any, whether arising under a Seller Cost Report or otherwise, whether open or closed, arising from or against the United States government under the terms of the Medicare program or TRICARE (formerly the Civilian Health and Medical Program of the Uniformed Services); and (ii) causes of action under Sections 544, 547, 548, and 550 of the Bankruptcy Code against the counterparties to the Assumed Contracts and Assumed Leases;

(bb) all Hospital Care Assurance Program ("**HCAP**") payments and payments from the State of California or any of its administrative entities or other entitles to support the Hospital (together with Medicare and California Medicaid supplemental payments, the "**Supplemental Payments**");

(cc) all Disproportionate Share Hospital Payments ("**DSH**") and all Quality Assurance Fees ("**QAF**"); and

(dd) any assets identified in **Schedule 1.8(dd)**.

1.9 Assumed Obligations. On the Closing Date, each Seller shall assign, and Purchaser shall assume and agrees to discharge, perform and satisfy fully, on and after the Effective Time, the following liabilities and obligations of such Sellers and only the following liabilities and obligations (collectively, the "**Assumed Obligations**"):

(a) the Assumed Contracts and all liabilities of each Seller under the Assumed Contracts, arising on or after the Effective Time, including related Cure Costs;

(b) the Assumed Leases and all liabilities of each Seller under the Assumed Leases, arising on or after the Effective Time, including related Cure Costs;

(c) all liabilities and obligations arising out of or relating to any act, omission, event or occurrence connected with the use, ownership or operation by Purchaser of the Assets on or after the Effective Time;

(d) all unpaid real and personal property taxes, if any, that are attributable to the Assets after the Effective Time, subject to the prorations provided in Section 1.6;

(e) all liabilities and obligations arising on or following the Effective Time relating to utilities being furnished to the Assets, subject to the prorations provided in Section 1.6.

1.10 Excluded Liabilities. Other than the Assumed Obligations, Purchaser shall not assume or become responsible for any duties, obligations or liabilities of any Seller that are not assumed by Purchaser pursuant to the terms of this Agreement, the Bill of Sale, the Assumption Agreement or the Real Estate Assignment(s) (the "**Excluded Liabilities**"). Other than the Assumed Liabilities, each Seller shall remain fully and solely responsible for all such Seller's debts, liabilities, contract obligations, expenses, obligations and claims of any nature whatsoever related to the Assets or the Hospital unless expressly assumed by Purchaser under this Agreement, in the Bill of Sale, the Assumption Agreement or in the Real Estate Assignment(s). Without limiting the generality of the foregoing, the Parties acknowledge and agree that all PTO Liabilities (as defined in Section 8.7), Labor Obligations (as defined in Section 8.7), and Seller Third Party Liabilities shall be Excluded Liabilities hereunder. For purposes of this Agreement, "**Seller Third Party Liabilities**" shall mean any fees related to the Hospital that are payable in

connection with any State or federal programs, Medicare and/or Medi-Cal cost report liabilities or obligations with respect to the Hospital, and Medicare or Medi-Cal EHR liabilities or obligations with respect to the Hospital.

1.11 Designation of Assumed Contracts and Assumed Leases.

(a) Except as provided in Section 1.11(b), all contracts and leases will be subject to evaluation by Purchaser for assumption or rejection (collectively "**Evaluated Contracts**"). Not later than ten (10) days after entry of the Sale Order (i) Purchaser shall notify each Seller in writing of which Evaluated Contracts are to be assumed by such Seller and assigned to Purchaser and (ii) Purchaser shall notify each Seller in writing signed and dated by Purchaser of which Evaluated Contracts are to be rejected by such Seller (collectively, the "**Rejected Contracts**"); provided that Purchaser shall have the right to designate additional Evaluated Contracts for assumption up to thirty (30) days prior to Closing. Each Seller shall file such motions in the Bankruptcy Court and take such other actions as are reasonably necessary to ensure that final and non-appealable orders (x) assuming and assigning the Assumed Contracts or Assumed Leases to Purchaser are entered and (y) rejecting the Rejected Contracts are entered. With respect to each Assumed Lease, Seller shall execute and deliver to Purchaser an Assignment and Assumption of Lease. Notwithstanding anything to the contrary set forth in this Agreement, the Rejected Contracts shall constitute part of the Excluded Assets pursuant to, and as defined in, this Agreement.

(b) At Closing and pursuant to an order of the Bankruptcy Court, Sellers shall assume and immediately assign to Purchaser, and as of the Effective Time, Purchaser shall assume from Sellers, the Assumed Contracts and the Assumed Leases; provided, however, consistent with Section 1.9, Purchaser shall only assume the liabilities that arise thereunder with respect to events or periods on and after the Effective Time and that do not relate to any failure to perform or other breach, default, or violation by any Seller on or prior to the Closing Date.

1.12 Disclaimer of Warranties.

(a) THE ASSETS TRANSFERRED TO PURCHASER WILL BE SOLD BY SELLERS AND PURCHASED BY PURCHASER IN THEIR PHYSICAL CONDITION AT THE EFFECTIVE TIME, "AS IS, WHERE IS AND WITH ALL FAULTS AND NONCOMPLIANCE WITH LAWS" WITH NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, USAGE, WORKMANSHIP, QUALITY, PHYSICAL CONDITION, OR VALUE, AND ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. ALL OF THE PROPERTIES, ASSETS, RIGHTS, LICENSES, PERMITS, PRIVILEGES, LIABILITIES, AND OBLIGATIONS OF SELLERS INCLUDED IN THE ASSETS AND THE ASSUMED OBLIGATIONS ARE BEING ACQUIRED OR ASSUMED "AS IS, WHERE IS" ON THE CLOSING DATE AND IN THEIR PRESENT CONDITION, WITH ALL FAULTS. ALL OF THE TANGIBLE ASSETS SHALL BE FURTHER SUBJECT TO NORMAL WEAR

AND TEAR AND NORMAL IN THE ORDINARY COURSE OF BUSINESS UP TO THE EFFECTIVE TIME.

(b) Purchaser acknowledges that Purchaser will be examining, reviewing and inspecting all matters which in Purchaser's judgment bear upon the Assets and the Sellers and their value and suitability for Purchaser's purposes and is relying solely on Purchaser's own examination, review and inspection of the Assets and Assumed Obligations. Purchaser releases each Seller and its affiliates from all responsibility and liability regarding the condition, valuation, salability or utility of the Assets, or their suitability for any purpose whatsoever. Purchaser further acknowledges that the representations and warranties of Sellers contained in ARTICLE 2 of this Agreement are the sole and exclusive representations and warranties made by Sellers to Purchaser (including with respect to the Hospitals, the Assets and the Assumed Obligations) and shall expire, and be of no further force or effect after April 8, 2019, (the period from the Signing Date until April 8, 2019, the "**Final Diligence Period**"), except that the Sale Order Date Representations shall expire, and be of no further force or effect upon the Sale Order Date, and in each case Sellers shall not have any liability in respect of any breach thereof following such expiration.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller hereby represents, warrants and covenants to Purchaser, severally (and not jointly) with respect to such Seller that the following matters are true and correct as of the Signing Date and as of the last day of the Final Diligence Period, except as would not have a material adverse effect upon the Assets, taken as a whole (a "**Material Adverse Effect**") and except as disclosed in the disclosure schedule, as may be amended pursuant to the terms of this Agreement (the "**Disclosure Schedule**"), provided that the representations and warranties set forth in Sections 2.1 (Authorization), 2.2 (Binding Agreement), 2.3 (Organization and Good Standing; No Violation), 2.8 (Compliance with Legal Requirements), 2.9 (Required Consents), 2.11 (Title) and 2.12 (Legal Proceedings) (the "**Sale Order Date Representations**") shall also be made as of immediately prior to the entry of the Sale Order (the "**Sale Order Date**"):

2.1 Authorization. Each Seller has all necessary corporate power and authority to enter into this Agreement and, subject to Bankruptcy Court approval, to carry out the transactions contemplated hereby.

2.2 Binding Agreement. This Agreement has been duly and validly executed and delivered by each Seller and, assuming due and valid execution by Purchaser, this Agreement constitutes a valid and binding obligation of each Seller enforceable in accordance with its terms subject to (a) applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to

time in effect and (b) limitations on the enforcement of equitable remedies. Except for such corporate actions which have been taken on or before the date hereof, no other corporate action on the part of Sellers is necessary to authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby and thereby.

2.3 Organization and Good Standing; No Violation.

(a) Each Seller is an entity duly organized, validly existing and in good standing under the laws of the State of California. Each Seller has all necessary power and authority to own, operate and lease its properties and to carry on its businesses as now conducted.

(b) Neither the execution and delivery by Sellers of this Agreement nor the consummation of the transactions contemplated hereby by Sellers nor compliance with any of the material provisions hereof by each Seller, will violate, conflict with or result in a breach of any material provision of Sellers' articles of incorporation or bylaws or any other organizational documents of Sellers.

2.4 Contract. Except as set forth in **Schedule 2.4**, upon entry of the Sale Order and Sellers' payment of the Cure Costs, to Sellers' knowledge, Sellers are not in material breach or default of the Assumed Contracts or Assumed Leases. No provision of this Section 2.4 shall apply to any failure to obtain consents to the assignment of the Assumed Contracts and Assumed Leases from third parties to the Assumed Contracts and Assumed Leases for which consent is required to assign the Assumed Contracts and Assumed Leases to Purchaser (the "Contract and Lease Consents")

2.5 Brokers and Finders. Except as set forth on **Schedule 2.5**, neither Sellers nor any affiliate thereof, nor any officer or director thereof, have engaged or incurred any liability to any finder, broker or agent in connection with the transactions contemplated hereunder.

2.6 Sellers Knowledge. References in this Agreement to "Sellers' knowledge" or "the knowledge of Sellers" means the actual knowledge of the Chief Executive Officer or Chief Financial Officer of each Seller, without independent research. No constructive or imputed knowledge shall be attributed to any such individual by virtue of any position held, relationship to any other Person or for any other reason.

2.7 Non-Contravention. Neither the execution and delivery by Sellers of this Agreement and each ancillary agreement nor performance of any of the material provisions hereof by Sellers, will violate, conflict with or result in a breach of any material provisions of the articles of incorporation or bylaws of Sellers.

2.8 Compliance with Legal Requirements. Except as set forth in **Schedule 2.8**, to the knowledge of Sellers: each Seller, with respect to the operation of the Assets, is in

material compliance with all applicable laws, statutes, ordinances, orders, rules, regulations, policies, guidelines, licenses, certificates, judgments or decrees of all judicial or governmental authorities (federal, state, local, foreign or otherwise) (collectively, "**Legal Requirements**"). Except as set forth in Schedule 2.8, to the knowledge of Sellers, none of the Sellers, with respect to the operation of the Assets, has been charged in writing with or been given written notice of or is under investigation with respect to, any material violation of, or any obligation to take material remedial action under, any applicable Legal Requirements.

2.9 Required Consents. Except as set forth in **Schedule 2.9**, and other than in connection with any Licenses, and any provider agreements (including any such agreements with a governmental authority), Sellers are not a party to or bound by, nor are any of the Assets subject to, any mortgage, or any material lien, deed of trust, material lease, or material contract or any material order, judgment or decree which, after giving effect to the Sale Order (a) will require the consent of any third party to the execution of this Agreement or (b) will require the consent of any third party to consummate the transactions contemplated by this Agreement.

2.10 Environmental Matters.

(a) Sellers have provided Purchaser with the Phase I Environmental Site Assessments set forth in said **Schedule 2.10(a)**.

(b) Except as disclosed in **Schedule 2.10(b)**, to the knowledge of Sellers, the operations of the Assets are not in material violation of any applicable limitations, restrictions, conditions, standards, prohibitions, requirements and obligations of Environmental Laws and related orders of any court or any other governmental authority.

(c) For the purposes of this Section, the term "**Environmental Laws**" shall mean all state, federal or local laws, ordinances, codes or regulations relating to Hazardous Substances or to the protection of the environment, including, without limitation, laws and regulations relating to the storage, treatment and disposal of medical and biological waste. For purposes of this Agreement, the term "**Hazardous Substances**" shall mean (i) any hazardous or toxic waste, substance, or material defined as such in (or for the purposes of) any Environmental Laws, (ii) asbestos-containing material, (iii) medical and biological waste, (iv) polychlorinated biphenyls, (v) petroleum products, including gasoline, fuel oil, crude oil and other various constituents of such products, and (vi) any other chemicals, materials or substances, exposure to which is prohibited, limited or regulated by any Environmental Laws.

2.11 Title. Prior to December 21, 2018, Sellers have delivered at their own expense (i) for all the Owned Real Property preliminary title reports issued by First American Title Insurance Company (the "Title Commitments"), (ii) for all of the Owned Real Property all underlying title documents listed on the Title Commitments (the "Underlying Title Documents"), and (iii) for the Hospital and other Assets as-built ALTA Surveys (the

"Surveys", and collectively with the Title Commitment and the Underlying Title Documents, the "Title Documents").

2.12 Legal Proceedings. Except as set forth on **Schedule 2.12**, and except for any and all cases and/or pleadings filed or to be filed in the Bankruptcy Court, which shall be available through Sellers' claims and noticing agent's website at http://www.kcclcc.com/VERITYHEALTH/, to the knowledge of Sellers, there are no material claims, proceedings or investigations pending or threatened with respect to the ownership of the Assets before any governmental authority. Except as set forth on Schedule 2.12, and other than any action or proceeding brought in the Bankruptcy Court, to the knowledge of Sellers, Sellers are not subject to any government order with respect to the ownership or operation by Sellers of the Asset and are in substantial compliance with respect to each such government order.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF PURCHASER

As an inducement to Sellers to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Purchaser hereby represents, warrants and covenants to Sellers as to the following matters as of the Signing Date and, except as otherwise provided herein, shall be deemed to remake all of the following representations, warranties and covenants as of the Closing Date:

3.1 Organization and Good Standing. Purchaser is a political subdivision of the State of California duly organized, validly existing and in good standing under the laws of the State of California.

3.2 Authority; Validity; No Breach.

3.2.1 Purchaser has the full power and authority to (a) own, lease, and operate its properties and assets as presently owned, leased, and operated, and (b) carry on its businesses as such businesses are now being conducted.

3.2.2 Subject to Section 8.8: (a) Purchaser has the full right, power, legal capacity and authority, without the consent of any other person, to execute, deliver, and carry out the terms of this Agreement and all documents and agreements necessary to give effect to the provisions of this Agreement and to consummate the transactions contemplated hereby; (b) all corporate and other actions required to be taken by Purchaser to authorize the execution, delivery, and performance of this Agreement, all documents executed by Purchaser which are necessary to give effect to this Agreement, and all transactions contemplated hereby, have been duly and properly taken or obtained or will be duly and properly taken or obtained by Purchaser prior to

the Closing Date; and (c) no other action on the part of Purchaser is necessary to authorize the execution, delivery, and performance of this Agreement, all documents necessary to give effect to this Agreement and all transactions contemplated hereby.

3.2.3 Subject to Section 8.8, this Agreement is, and the other documents to be delivered at Closing will be, the lawful, valid and legally binding obligation of Purchaser and enforceable in accordance with their respective terms. Subject to Section 8.8, the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not, with or without the giving of notice and/or the passage of time: (a) violate or conflict with the organizational documents of Purchaser; (b) violate or conflict with any judgment, order, writ, or decree of any court applicable to Purchaser; (c) violate or conflict with any law, statute, rule, or regulation applicable to Purchaser; or (d) result in the breach or termination of any provision of, or create rights of acceleration or constitute a default under, the terms of any indenture, mortgage, deed of trust, contract, agreement, or other instrument to which Purchaser is a party or by which
Purchaser is bound.

3.3 Litigation or Claims. Purchaser is not engaged in, or a party to or, to Purchaser's knowledge, threatened with, any suit, action, proceeding, inquiry, enforcement action, investigation, claim, or demand or legal, administrative, arbitration, or other method of settling disputes or disagreements which could reasonably be expected to have a Material Adverse Effect on the ability of Purchaser to perform its obligations under this Agreement.

3.4 Ability to Perform. Purchaser has the ability to obtain funds in cash in amounts equal to the Purchase Price by means of credit facilities or otherwise and will at the Closing have immediately available funds in cash, which are sufficient to pay the Purchase Price (as adjusted pursuant to the terms of this Agreement) and to pay any other amounts payable at the Closing pursuant to this Agreement and to consummate the transactions contemplated by this Agreement.

3.5 Brokers and Finders. Neither Purchaser, nor any affiliate thereof, nor any officer or director thereof, has engaged any finder or broker in connection with the transactions contemplated hereunder.

3.6 Representations of Sellers. Purchaser acknowledges that it is purchasing the Assets on an "AS IS, WHERE IS" basis (as more particularly described in Section 1.12), and that Purchaser is not relying on any representation or warranty (expressed or implied, oral or otherwise) made on behalf of any Seller other than as expressly set forth in this Agreement. Purchaser further acknowledges that no Seller is making any representations or warranties herein relating to the Assets for time periods on and after the Effective Time.

ARTICLE 4

COVENANTS OF SELLER

4.1 Access and Information; Inspections.

4.1.1 From the Signing Date through the Effective Time, (a) Sellers shall afford to the officers and agents of Purchaser (which shall include attorneys and other consultants and authorized agents of Purchaser) reasonable access during normal business hours the right to inspect, all relevant documents and information with respect to the plant and property of the Assets at the Assets; *provided, however*, that Sellers are not obligated to disclose information which is proprietary to Sellers and would not be essential to the ongoing operation of the Assets by Purchaser; *provided, further*, that all disclosures of information shall be consistent with the confidentiality agreements and any other non-disclosure agreements entered into (or to be entered into) among Purchaser, its representatives and Sellers. Purchaser's right of access and inspection shall be exercised in such a manner as not to interfere unreasonably with the operations of Sellers or the Assets.

4.1.2 Notwithstanding anything contained herein, Sellers shall not be required to provide Purchaser or its representatives or agents access to or disclose information where such access or disclosure would violate the rights of its patients, jeopardize the attorney-client or similar privilege with respect to such information or contravene any law, judgment, fiduciary duty or contract entered into prior to or on the date of this Agreement with respect to such information.

4.2 Cooperation.

4.2.1 Sellers shall reasonably cooperate with Purchaser and its authorized representatives and attorneys: (a) in Purchaser's efforts to obtain all consents, approvals, authorizations, clearances and licenses required to carry out the transactions contemplated by this Agreement (including, without limitation, those of governmental and regulatory authorities) or which Purchaser reasonably deems necessary or appropriate, (b) in the preparation of any document or other material which may be required by any governmental agency as a predicate to or result of the transactions contemplated in this Agreement, and (c) in Purchaser's efforts to effectuate the assignment of Assumed Contracts to Purchaser as of the Closing Date. Except as may be otherwise requested by Sellers in order to comply with applicable law or regulatory guidance, notwithstanding anything contained herein, other than Bankruptcy Court orders and authorizations, it shall be Purchaser's sole responsibility (including payment of any fees, expenses, filings costs or other amounts) to obtain the Contract and Lease Consents, as well as all governmental consents, approvals, assignments, authorizations, clearances and licenses required to (x) carry out the transactions contemplated by this Agreement, including but not limited to medical licenses and/or (y) transfer any of the Assets, including any Licenses. To the extent Purchaser needs certain information and data which is in the possession of Sellers in order for Purchaser to complete Purchaser's license and permit approval applications, Purchaser shall

receive, upon request, reasonable assistance from Sellers in connection with the provision of such information.

4.2.2 Notwithstanding any provision to the contrary contained in this Agreement, Sellers shall not be obligated to obtain the approval or consent to the assignment, to Purchaser, of any Assumed Contracts or Assumed Leases, from any party to any of the Assumed Contracts or Assumed Leases even if any such contract or lease states that it is not assignable without such party's consent.

4.3 Other Bidders. Purchaser expressly acknowledges and agrees that Sellers have an obligation to seek out and determine the best and highest offer reasonably available for the Sellers' assets in accordance with the Bankruptcy Code, and nothing herein shall amend, modify, alter, diminish or affect such obligation.

4.4 Sellers' Efforts to Close. Sellers shall use their reasonable commercial efforts to satisfy all of the conditions precedent set forth in ARTICLE 7 and ARTICLE 8 to Sellers' or Purchaser's obligations under this Agreement to the extent that Sellers' action or inaction can control or materially influence the satisfaction of such conditions

4.5 Conduct of the Business. From the Signing Date until the Closing, or the earlier termination of this Agreement, without the prior written consent of Purchaser, Sellers shall, with respect to the ownership of the Assets, use commercially reasonable efforts to, in each case except as would not have a Material Adverse Effect (except as otherwise noted):

(a) without regard to Material Adverse Effect, carry on Sellers' ownership of the Assets consistent with past practice, but subject to the Bankruptcy Code and/or the Bankruptcy Court and Sellers' obligations and actions in connection therewith;

(b) maintain in effect the insurance and equipment replacement coverage with respect to the Assets;

(c) maintain the Assets in materially the same condition as at present, ordinary wear and tear excepted;

(d) perform its obligations under all contracts with respect to the Assets in compliance with the Bankruptcy Code;

(e) with respect to material deficiencies of the Assets, if any, cited by any governmental authority (other than the California Attorney General and other than with respect to Seismic requirements) or accreditation body in the most recent surveys conducted by each, cure or develop and timely implement a plan of correction that is acceptable to such governmental authority or such accreditation body;

(f) timely file or cause to be filed all material reports, notices and tax returns required to be filed and pay all required taxes as they come due;

(g) comply in all material respects with all Legal Requirements (including Environmental Laws) applicable to the conduct and operation of the Assets; and

(h) without regard to Material Adverse Effect, maintain all material approvals, permits and environmental permits relating to the Assets.

ARTICLE 5

COVENANTS OF PURCHASER

5.1 Purchaser's Efforts to Close. Purchaser shall use its reasonable commercial efforts to satisfy all of the conditions precedent set forth in ARTICLE 7 and ARTICLE 8 to its or Sellers' obligations under this Agreement to the extent that Purchaser's action or inaction can control or materially influence the satisfaction of such conditions.

5.2 Required Governmental Approvals. With Sellers' reasonable cooperation, Purchaser (a) shall use its commercially reasonable efforts to secure, as promptly as practicable before the Closing Date, all consents, approvals (or exemptions therefrom), authorizations, clearances and licenses required to be obtained from governmental and regulatory authorities in order to carry out the transactions contemplated by this Agreement and to cause all of its covenants and agreements to be performed, satisfied and fulfilled, and (b) will provide such other information and communications to governmental and regulatory authorities as Seller or such authorities may reasonably request.

5.3 Certain Employee Matters.

(a) Purchaser shall not retain, and shall not be obligated to make offers of employment to, and shall take title to the Assets free and clear of all contracts with, any persons (whether such persons are full time employees, part-time employees, on short-term or long-term disability or on leave of absence, military leave or workers compensation leave) (the "**Sellers Employees**") who, immediately prior to the Effective Time are: (i) employees of Sellers; (ii) employees of any affiliate of Sellers which employs individuals at the Hospital; or (iii) employed by an affiliate of Sellers. Purchaser shall not be obligated to assume, and shall take title to the Assets free and clear of, any collective bargaining agreements or labor contract with respect to any union employees of Sellers. Pursuant to and consistent with Sections 1.10 and 8.7, Sellers shall be fully and solely responsible for all Sellers Employees, PTO Liabilities and Labor Obligations, and Purchaser shall have no obligation or liability whatsoever with respect to Sellers Employees, the PTO Liabilities or Labor Obligations.

(b) The provisions of this Section 5.3 are solely for the benefit of the parties to this Agreement, and none of Sellers Employees or any other employee or former employee or any other individual associated therewith or any employee benefit plan or trustee thereof shall be

regarded for any purpose as a third party beneficiary of this Agreement, and nothing herein shall be construed as an amendment to any employee benefit plan for any purpose.

5.4 Excluded Assets. As soon as practicable after the Closing Date, Purchaser shall deliver to Sellers or Sellers' designee any Excluded Assets found at the Owned Real Property on and after the Effective Time, without imposing any charge on Sellers for Purchaser's storage or holding of same on and after the Effective Time.

5.5 Waiver of Bulk Sales Law Compliance. Purchaser hereby waives compliance by Sellers with the requirements, if any, of Article 6 of the Uniform Commercial Code as in force in any state in which the Assets are located and all other laws applicable to bulk sales and transfers.

5.6 Attorney General. Without conceding that this Agreement and/or the transactions contemplated herein are subject to the California Attorney General's written approval as required under California Corporations Code Section 5914, Purchaser agrees that promptly after the Signing Date, and in any event prior to the date of the Auction, it will use its commercially reasonable efforts to negotiate any issues with the California Attorney General over approval of the transactions contemplated by this Agreement, if any. Sellers agree to cooperate in good faith as permitted under the Bankruptcy Code to assist in this endeavor.

5.7 Conduct Pending Closing. Prior to consummation of the transactions contemplated hereby or the termination or expiration of this Agreement pursuant to its terms, unless Sellers shall otherwise consent in writing, Purchaser shall not take any action or fail or omit to take any action which would cause any of Purchaser's representations and warranties set forth in ARTICLE 4 to be inaccurate or untrue as of the Closing.

5.8 Cure Costs. Purchaser, upon assumption, shall pay the Cure Costs for each Assumed Contract and Assumed Lease so that each such Assumed Contract and Assumed Lease may be assumed by the applicable Seller and assigned to Purchaser in accordance with the provisions of Section 365 of the Bankruptcy Code. For purposes of this Agreement, "Cure Costs", means all amounts that must be paid and all obligations that otherwise must be satisfied, including pursuant to Sections 365(b)(1)(A) and (B) of the Bankruptcy Code, in connection with the assumption and/or assignment of the Assumed Contracts and Assumed Leases, if any, to Purchaser as provided herein.

ARTICLE 6

SELLERS' BANKRUPTCY AND BANKRUPTCY COURT APPROVAL

6.1 Bankruptcy Court Approval.

(a) Sellers and Purchaser acknowledge that this Agreement and the sale of the Assets and the assumption and assignment of the Assumed Contracts and Assumed Leases are subject to Bankruptcy Court approval, and that this Agreement is subject to termination in the

event Sellers receive a better and higher offer for Sellers' assets in accordance with the Bankruptcy Code.

(b) Sellers shall at the Sale Hearing exercise reasonable efforts to obtain a "Sale Order" approving this Agreement, subject to its obligations in respect of any better and higher offer for Sellers' assets in accordance with the Bankruptcy Code. For purposes of this Agreement, the term "Sale Order" shall mean an order of the Bankruptcy Court authorizing the sale of the Assets (including the assumption and assignment of the Assumed Contracts and Assumed Leases) to Purchaser consistent with this Agreement and in form and substance reasonably satisfactory to Purchaser.

(c) Sellers agree to proceed in good faith to obtain Bankruptcy Court approval of the sale contemplated herein with a determination that Purchaser is a good faith purchaser pursuant to Bankruptcy Code Section 363(m) and to file such declarations and other evidence as may be required to support a finding of good faith and that the Purchase Price was not controlled by an agreement in violation of Section 363(n) of the Bankruptcy Code.

(d) Sellers shall seek an order from the Bankruptcy Court retaining jurisdiction over all matters relating to claims against Sellers as debtor solely in the Bankruptcy Court.

6.2 Appeal of Sale Order. In the event an appeal is taken or a stay pending appeal is requested from the Sale Order, Sellers shall immediately notify Purchaser of such appeal or stay request and shall provide to Purchaser promptly a copy of the related notice of appeal or order of stay. Sellers shall also provide Purchaser with written notice of any motion or application filed in connection with any appeal from either of such orders. In the event of an appeal of the Sale Order, Sellers shall be solely responsible for drafting pleadings and attending hearings as necessary to defend against the appeal; provided, however, Purchaser, at its sole option, shall have the right to participate as a party in interest in such appeal. In the event a stay is issued by any appellate court, including the United States District Court, which prevents the sale from closing, as scheduled, Purchaser shall have the right to terminate this Agreement if such stay is not vacated on or before forty-five (45) days from the date the stay is issued, and Purchaser shall be entitled to prompt return of the Deposit and any interest earned thereon.

6.3 Related Filings in the Bankruptcy Cases. Sellers shall promptly, and in no event less than three (3) business days prior to making any of the following filings in connection with the Bankruptcy Cases, provide Purchaser with the proposed final drafts of any and all motion(s) seeking Bankruptcy Court approval of the sale contemplated herein and any related motions, applications, pleadings, schedules, statements, reports, proposed orders and other papers (including exhibits and supporting documentation) filed by or on behalf of Sellers in the Bankruptcy Court related to or that may have an effect upon the purchase of the Assets, the Assumed Contracts, this Agreement, or the consummation of the transactions or any provision thereof or herein, so as to provide

Purchaser and its counsel with a reasonable opportunity to review and comment on such motions or pleadings prior to filing such documents with the Bankruptcy Court.

6.4 Plan of Reorganization. Unless this Agreement has been terminated in accordance with ARTICLE 9 herein, Sellers covenant and agree that if the Sale Order is entered, the terms of any plan submitted by Sellers to the Bankruptcy Court for confirmation or otherwise supported by Sellers shall not conflict with, supersede, abrogate, nullify, modify or restrict the terms of this Agreement or the rights of Purchaser hereunder, or in any way prevent or interfere with the consummation or performance of any transaction that is contemplated by this Agreement or approved pursuant to the Sale Order.

ARTICLE 7

CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER

Sellers' obligation to sell the Assets and to close the transactions as contemplated by this Agreement shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date unless specifically waived in writing by Sellers in whole or in part at or prior to the Closing:

7.1 Signing and Delivery of Instruments. Purchaser shall have executed and delivered all documents, instruments and certificates required to be executed and delivered pursuant to the provisions of this Agreement.

7.2 No Restraints. No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the transactions contemplated in this Agreement shall have been issued by any court of competent jurisdiction or any other governmental body and shall remain in effect on the Closing Date, and further, no governmental entity shall have commenced any action or suit before any court of competent jurisdiction or other governmental authority that seeks to restrain or prohibit the consummation of the transactions contemplated hereby.

7.3 Performance of Covenants. Purchaser shall have in all material respects performed or complied with each and all of the obligations, covenants, agreements and conditions required to be performed or complied with by it on or prior to the Closing Date.

7.4 Governmental Authorizations. Subject to Section 8.1 and Section 8.8 below, Purchaser shall have obtained all material licenses, permits and authorizations from governmental agencies or governmental bodies that are necessary or required for completion of the transactions contemplated by this Agreement, including reasonable assurances that any material licenses, permits and authorizations not actually issued as of the Closing will be issued

following Closing (which may include oral assurances from appropriate governmental agencies or bodies).

7.5 Bankruptcy Court Approval. The Bankruptcy Court shall have entered the Sale Order.

ARTICLE 8

CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER

Purchaser's obligation to purchase the Assets and to close the transactions contemplated by this Agreement shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date unless specifically waived in writing by Purchaser in whole or in part at or prior to the Closing.

8.1 Governmental Authorizations. Purchaser shall have obtained all material licenses, permits, and authorizations from governmental agencies or governmental bodies that are necessary or required for completion of the transactions contemplated by this Agreement, including reasonable assurances that any material licenses, permits, and authorizations not actually issued as of the Closing will be issued following Closing (which may include oral assurances from appropriate governmental agencies or bodies). Notwithstanding the foregoing, approval of the California Attorney General shall not be a condition precedent to Purchaser's obligation to close the transactions contemplated by this Agreement.

8.2 Bankruptcy Court Approval. The Bankruptcy Court shall have entered the Sale Order and made a finding that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code.

8.3 Signing and Delivery of Instruments. Each Seller shall have executed and delivered all documents, instruments, and certificates required to be executed and delivered by such Seller pursuant to the provisions of this Agreement.

8.4 Performance of Covenants. Each Seller shall have in all material respects performed or complied with each and all of the obligations, covenants, and agreements required to be performed or complied with by such Seller on or prior to the Closing Date; provided, however, this condition will be deemed to be satisfied unless (a) Sellers were given written notice of such failure to perform or comply and did not or could not cure such failure to perform or comply within fifteen (15) business days after receipt of such notice and (b) the respects in which such obligations, covenants, agreements and conditions have not been performed have had or would have a Material Adverse Effect.

8.5 No Restraints. No temporary restraining order, preliminary or permanent injunction, or other order preventing the consummation of the transactions contemplated in this Agreement shall have been issued by any court of competent jurisdiction or any other governmental body and shall remain in effect on the Closing Date, and further, no

governmental entity shall have commenced any action or suit before any court of competent jurisdiction or other governmental authority that seeks to restrain or prohibit the consummation of the transactions contemplated hereby, or that would materially and adversely affect the operation of the Assets by Purchaser on or after the Effective Time.

8.6 Title Matters. The Title Company shall have issued or irrevocably committed to issue to Purchaser title policies for the Assets.

8.7 PTO Liabilities and Labor Agreements and Obligations. Purchaser shall be satisfied, in its reasonable discretion, by the terms of the Sale Order or otherwise, that all PTO Liabilities and Labor Obligations are Excluded Liabilities and that the Assets are being sold and transferred to Purchaser free and clear of any and all PTO Liabilities and Labor Obligations to the maximum extent permitted by law. For the purposes of this Agreement, "**PTO Liabilities**" shall mean liabilities and/or obligations of any Seller for all vacation pay, holiday pay, short or long-term disability, reimbursement of expenses, tuition reimbursement, commissions, compensation for absences due to jury duty and funeral leave, paid time off, wages, salaries, bonuses, compensation, sick pay, extended sick leave, insurance benefits, or other employee benefits or reimbursements with regard to any current or former Sellers Employees, in each case, for all time periods through and including the Closing Date. For purposes of this Agreement, "**Labor Obligations**" shall mean (a) legal and/or contractual obligations relating to the employment of labor including, without limitation, any provisions relating to wages, hours, equal employment, occupational safety and health, workers' compensation, unemployment insurance, collective bargaining, immigration, affirmative action, and the payment and withholding of social security and other taxes; (b) terms of all collective bargaining agreements, and any and all other agreements and understandings that are in place with any labor unions, trade associations, or other employee organizations that represent or have written a demand for recognition with respect to any Sellers Employees; and (c) retirement, pension, employee, or welfare-benefits obligations with respect to any Sellers Employees.

8.8 County Approval. Prior to the Sale Hearing, Purchaser shall have obtained approval from the Board of Supervisors of the County of Los Angeles to purchase the Assets in accordance with all applicable laws, including, but not limited to, approval to purchase the Owned Real Property in accordance with the requirements for California Government Code Sections 6063 and 25350, which requirements include the publication of notice of intent to purchase for three consecutive weeks followed by a public hearing to consider approval of the purchase. If the foregoing has not been satisfied as of the Sale Hearing, Purchaser shall have the right, exercisable in its sole and absolute discretion, to terminate this Agreement and elect not to proceed with the transactions contemplated hereby by providing written notice to Sellers on or prior to the Sale Hearing; provided, however, if Purchaser does not so terminate this Agreement, the condition described in this Section 8.8 shall be deemed to be null and void after the Sale Hearing.

8.9 Transfer of Patient Care and Closure of Hospital. Sellers shall have caused the transfer of patient care to other hospital facilities and surrendered and relinquished any and all licenses, provider numbers, permits, approvals, certificates of exemption, franchises, accreditations and registrations and other governmental licenses, permits or approvals (the "**Licenses**") issued to Sellers for use in the operation of the Hospital, including, without limitation, the Licenses and Medicare Provider Numbers, except for those Licenses identified by the Purchaser in Schedule 1.7(b) necessary for the operation of the Assets for purposes other than as a Hospital. Hospital shall cease all functions customarily carried out by a hospital and shall be closed prior to the Closing Date.

ARTICLE 9

TERMINATION

9.1 Termination. This Agreement may be terminated at any time prior to Closing:

(a) by the mutual written consent of the parties;

(b) by Sellers if a material breach of this Agreement has been committed by Purchaser and such breach has not been (i) waived in writing by Sellers or (ii) cured by Purchaser to the reasonable satisfaction of Sellers within fifteen (15) business days after service by Sellers upon Purchaser of a written notice which describes the nature of such breach;

(c) by Purchaser if, in its sole and absolute discretion, it is not satisfied with either (i) the results of its due diligence examination of the Assets, or (ii) the contents of any schedule or exhibit that was not completed and attached to this Agreement, but which has been provided to Purchaser after the Signing Date, and Purchaser has notified Seller of its election to terminate the Agreement under this Section 9.1(c) on or prior to April 17, 2019, which notice may be given by facsimile or email correspondence; provided, that for the avoidance of doubt, following expiration of the Final Diligence Period, notwithstanding anything else in this Agreement, Purchaser shall not be entitled to terminate this Agreement (or not Close) as a result of the breach of any representation or warranty made by Sellers (or any of them) other than the breach of a Sale Order Date Representation, but in each case solely to the extent such breach of a Sale Order Date Representation would result in a Material Adverse Effect; provided, further, that any dispute between Purchaser and Sellers as to whether a Material Adverse Effect has occurred for any purpose under this Agreement shall be exclusively settled by a determination made by the Bankruptcy Court;

(d) by Purchaser if a material breach of this Agreement has been committed by Sellers and such breach has not been (i) waived in writing by Purchaser or (ii) cured by Sellers to the reasonable satisfaction of Purchaser within fifteen (15) business days after service by Purchaser upon Sellers of a written notice which describes the nature of such breach;

(e) by Purchaser if satisfaction of any of the conditions in ARTICLE 8 has not occurred by December 31, 2019 or becomes impossible, and Purchaser has not waived such condition in writing (provided that the failure to satisfy any of the applicable condition or conditions in Sections 8.1 through 8.5 inclusive has occurred by reason other than (i) through the failure of Purchaser to comply with its obligations under this Agreement or (ii) Sellers' failure to provide their closing deliveries on the Closing Date as a result of Purchaser not being ready, willing and able to close the transaction on the Closing Date);

(f) by Sellers if satisfaction of any of the conditions in ARTICLE 7 has not occurred by December 31, 2019 or becomes impossible, and Sellers have not waived such condition in writing (provided that the failure to satisfy the applicable condition or conditions has occurred by reason other than (i) through the failure of Sellers to comply with their obligations under this Agreement or (ii) Purchaser's failure to provide its closing deliveries on the Closing Date as a result of Sellers not being ready, willing and able to close the transaction on the Closing Date);

(g) by either Purchaser or Sellers if the Bankruptcy Court enters an order dismissing the Bankruptcy Cases;

(h) by either Purchaser or Sellers if the Closing has not occurred (other than through the failure of any party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before December 31, 2019; or

(i) by Purchaser if a force majeure event (such as acts of God, storms, floods, landslides, earthquakes, lightning, riots, fires, pandemics, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities, other national or international calamity, one or more acts of terrorism, or failure of energy sources) shall have occurred between the Signing Date and Closing Date, which event is reasonably likely to have a Material Adverse Effect.

9.2 Termination Consequences. If this Agreement is terminated pursuant to Section 9.1: (a) all further obligations of the parties under this Agreement shall terminate, provided that the provisions of ARTICLE 12, shall survive, and (b) each party shall pay the costs and expenses incurred by it in connection with this Agreement; provided, in the case of any termination based on Sections 9.1(b) or 9.1(c), the consequences of such termination shall be determined in accordance with ARTICLE 11 hereof. Each Party acknowledges that the agreements contained in this Section 9.2 are an integral part of the transactions contemplated by this Agreement, that without these agreements such Party would not have entered into this Agreement.

ARTICLE 10

POST-CLOSING MATTERS

10.1 Excluded Assets.

Any Excluded Asset (or proceeds thereof) (a) pursuant to the terms of this Agreement, (b) as otherwise determined by the parties' mutual written agreement or (c) absent such agreement, as determined by adjudication by the Bankruptcy Court, which comes into the possession, custody or control of Purchaser (or its respective successors-in-interest, assigns or affiliates) shall, within ten (10) business days following receipt, be transferred, assigned or conveyed by Purchaser (and its respective successors-in-interest, assigns and affiliates) to Sellers. Purchaser (and its respective successors-in-interest, assigns and affiliates) shall have neither the right to offset amounts payable to Sellers under this Section 10.1 against, nor the right to contest its obligation to transfer, assign and convey to Sellers because of, outstanding claims, liabilities or obligations asserted by Purchaser against Sellers. If Purchaser does not remit any monies included in the Excluded Assets (or proceeds thereof) to Sellers in accordance with the first sentence of this Section 10.1, such withheld funds shall bear interest at the Prime Rate in effect on the calendar day upon which such payment was required to be made to Sellers (the "**Excluded Asset Due Date**") plus five (5) percent (or the maximum rate allowed by law, whichever is less), such interest accruing on each calendar day after the Excluded Asset Due Date until payment of the Excluded Assets and all interest thereon is made to Sellers.

ARTICLE 11

DEFAULT

11.1 Purchaser Default. If Purchaser commits any material default under this Agreement, Sellers shall be entitled to retain the Deposit, and Sellers may, in addition thereto, pursue any rights or remedies that Sellers may have under this Agreement or applicable law, including the right to sue for damages or specific performance.

11.2 Sellers Default. If Sellers commits any material default under this Agreement, Purchaser shall have the right to demand and receive a refund of the Deposit, and Purchaser may, in addition thereto, pursue any rights or remedies that Purchaser may have under applicable law, including the right to sue for damages or specific performance.

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.1 Further Assurances and Cooperation. Sellers shall execute, acknowledge and deliver to Purchaser any and all other assignments, consents, approvals, conveyances, assurances, documents and instruments reasonably requested by Purchaser at any time and shall take any and all other actions reasonably requested by Purchaser at any time for the purpose of

more effectively assigning, transferring, granting, conveying and confirming to Purchaser, the Assets. After consummation of the transaction contemplated in this Agreement, the parties agree to cooperate with each other and take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement, the documents referred to in this Agreement and the transactions contemplated hereby.

12.2 Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto; *provided, however,* that no party hereto may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other parties.

12.3 Governing Law; Venue. This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of California (without giving effect to the principles of conflicts of laws thereof), except to the extent that the laws of such State are superseded by the Bankruptcy Code or other applicable federal law. For so long as Sellers are subject to the jurisdiction of the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. The parties hereby consent to the jurisdiction of such court and waive their right to challenge any proceeding involving or relating to this Agreement on the basis of lack of jurisdiction over the Person or forum non conveniens.

12.4 Amendments. This Agreement may not be amended other than by written instrument signed by the parties hereto.

12.5 Exhibits, Schedules and Disclosure Schedule. The Disclosure Schedule and all exhibits and schedules referred to in this Agreement shall be attached hereto and are incorporated by reference herein. From the Signing Date until the Closing, the parties agree that Sellers may update the Disclosure Schedule as necessary upon written notice to Purchaser, and the applicable representation and warranty shall thereafter be deemed amended for all purposes by such updated Disclosure Schedule. Notwithstanding the foregoing, but subject to Section 9.1(c), should any exhibit or schedule not be completed and attached hereto as of the Signing Date, Sellers and Purchaser shall promptly negotiate in good faith any such exhibit or schedule, which exhibit or schedule must be acceptable to each of Sellers and Purchaser in their reasonable discretion prior to being attached hereto. Any matter disclosed in this Agreement or in the Disclosure Schedule with reference to any Section of this Agreement shall be deemed a disclosure in respect of all sections to which such disclosure may apply. The headings, if any, of the individual sections of the Disclosure Schedule are provided for convenience only and are not intended to affect the construction or interpretation of this Agreement. The Disclosure Schedule is arranged in sections and paragraphs corresponding to the numbered and lettered sections and paragraphs of ARTICLE 3 merely for convenience, and the disclosure of an item in one section of the Disclosure Schedule as an exception to a particular representation or warranty shall be deemed adequately disclosed as an exception with respect to all other representations or

warranties to the extent that the relevance of such item to such representations or warranties is reasonably apparent on the face of such disclosure, notwithstanding the presence or absence of an appropriate section of the Disclosure Schedule with respect to such other representations or warranties or an appropriate cross reference thereto.

12.6 Notices. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by telegraphic or other electronic means (including facsimile) or overnight courier, or five (5) calendar days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

If to Sellers:	Verity Health System of California, Inc. 2040 East Mariposa St. El Segundo, CA 90245 Attention: Rich Adcock, CEO Telephone: 424-367-0630
With a copies to: (which copies shall not constitute notice)	Dentons US LLP 601 South Figueroa St., Suite 2500 Los Angeles, CA 90017-5704 Attention: Samuel R. Maizel, Esq. Telephone: 213-892-2910 Facsimile: 213-623-9924
If to Purchaser:	County of Los Angeles Office of the County Counsel Hahn Hall of Administration, Room 651 500 West Temple Street Los Angeles, California 90012-2713 Attention: Thomas J. Faughnan, Esq. Telephone: (213) 974-1838 Facsimile: (213) 626-7446
With a copy to: (which copies shall not constitute notice)	Steckbauer Weinhart, LLP 333 S. Hope Street, 36th Floor Los Angeles, California 90071 Attention: Jacquelyn H. Choi, Esq. Telephone: (213) 229-2868 Facsimile: (213) 229-2870

or at such other address as one party may designate by notice hereunder to the other parties.

12.7 Headings. The section and other headings contained in this Agreement and in the Disclosure Schedule, exhibits and schedules to this Agreement are included for the purpose of convenient reference only and shall not restrict, amplify, modify or otherwise affect in any way the meaning or interpretation of this Agreement or the Disclosure Schedule, exhibits and schedules hereto.

12.8 Publicity. Prior to the Closing Date, Sellers and Purchaser shall consult with each other as to the form and substance of any press release or other public disclosure materially related to this Agreement or any other transaction contemplated hereby and each shall have the right to review and comment on the other's press releases prior to issuance; *provided, however*, that nothing in this Section 12.8 shall be deemed to prohibit either Sellers or Purchaser from making any disclosure that its counsel deems necessary or advisable in order to satisfy either party's disclosure obligations imposed by law subject to reasonable prior notice to the other party thereof.

12.9 Fair Meaning. This Agreement shall be construed according to its fair meaning and as if prepared by all parties hereto.

12.10 Gender and Number; Construction; Affiliates. All references to the neuter gender shall include the feminine or masculine gender and vice versa, where applicable, and all references to the singular shall include the plural and vice versa, where applicable. Unless otherwise expressly provided, the word "including" followed by a listing does not limit the preceding words or terms and shall mean "including, without limitation." Any reference in this Agreement to an "affiliate" shall mean any Person directly or indirectly controlling, controlled by or under common control with a second Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. A "Person" shall mean any natural person, partnership, corporation, limited liability company, association, trust or other legal entity.

12.11 Third Party Beneficiary. None of the provisions contained in this Agreement are intended by the parties, nor shall they be deemed, to confer any benefit on any person not a party to this Agreement, except for the parties' successors and permitted assigns, and except for any liquidating trustee or plan administrator for Sellers' estate.

12.12 Expenses and Attorneys' Fees. Except as otherwise provided in this Agreement, each party shall bear and pay its own costs and expenses relating to the preparation of this Agreement and to the transactions contemplated by, or the performance of or compliance with any condition or covenant set forth in, this Agreement, including without limitation, the disbursements and fees of their respective attorneys, accountants, advisors, agents and other representatives, incidental to the preparation and carrying out of this Agreement, whether or not the transactions contemplated hereby are consummated. The parties expressly agree that (a) all

sales, transfer, documentary transfer and similar taxes, fees, surcharges and the like in connection with the sale of the Assets shall be borne by the Purchaser. If any action is brought by any party to enforce any provision of this Agreement, each party shall bear its own costs and attorneys' fees.

12.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on all of the parties hereto. The parties agree that facsimile copies of signatures shall be deemed originals for all purposes hereof and that a party may produce such copies, without the need to produce original signatures, to prove the existence of this Agreement in any proceeding brought hereunder.

12.14 Entire Agreement. This Agreement, the Disclosure Schedule, the exhibits and schedules, and the documents referred to in this Agreement contain the entire understanding between the parties with respect to the transactions contemplated hereby and supersede all prior or contemporaneous agreements, understandings, representations and statements, oral or written, between the parties on the subject matter hereof (the "**Superseded Agreements**"), which Superseded Agreements shall be of no further force or effect; provided, that notwithstanding the foregoing, the letter Confidentiality Agreement dated September 19, 2018 between Purchaser and Cain Brothers, a division of KeyBanc Capital Markets Inc., on behalf of Sellers and their related entities shall not be a Superseded Agreement and shall continue in full force in effect in accordance with its terms.

12.15 No Waiver. Any term, covenant or condition of this Agreement may be waived at any time by the party which is entitled to the benefit thereof but only by a written notice signed by the party expressly waiving such term or condition. The subsequent acceptance of performance hereunder by a party shall not be deemed to be a waiver of any preceding breach by any other party of any term, covenant or condition of this Agreement, other than the failure of such other party to perform the particular duties so accepted, regardless of the accepting party's knowledge of such preceding breach at the time of acceptance of such performance. The waiver of any term, covenant or condition shall not be construed as a waiver of any other term, covenant or condition of this Agreement.

12.16 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstance shall be held to be invalid or unenforceable to any extent in any jurisdiction, then the remainder of this Agreement and the application of such term, provision, condition or covenant in any other jurisdiction or to persons or circumstances other than those as to whom or which it is held to be invalid or unenforceable, shall not be affected thereby, and each term, provision, condition and covenant of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.17 Time is of the Essence. Time is of the essence for all dates and time periods set forth in this Agreement and each performance called for in this Agreement.

[REMAINDER OF PAGE IS BLANK]

IN WITNESS WHEREOF, this Agreement has been entered into as of the day and year first above written.

PURCHASER:

COUNTY OF LOS ANGELES,
a body corporate and politic

By: [redacted]
DAVID P. HOWARD, P.E.
Assistant Chief Executive Officer

Date: 3-28-19

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By [redacted]
THOMAS J. FAUGHNAN
Senior Assistant County Counsel

SELLERS:

VERITY HEALTH SYSTEM OF CALIFORNIA, INC.,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

[*Signatures continue on the next page*]

VERITY HOLDINGS, LLC,
a California limited liability company

Signature By:_____
Print Name:_____
Title:_____
Date:_____

ST. VINCENT MEDICAL CENTER,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

DISCLOSURE SCHEDULES

To

ASSET PURCHASE AGREEMENT

By and Among

Verity Health System of California, Inc., Verity Holdings, LLC,

and St. Vincent Medical Center

and

The County of Los Angeles

Dated March 28, 2019

Schedule 1.4.3 - Owned Real Property

St. Vincent Medical Center

Description	Owner	Address	APN
Hospital Campus (including Hospital, Central Plant, Stauffer Wing Conference Rooms, Doheny Building, Cath Village, Annex/Boiler and Parking Structure)	St. Vincent Medical Center	2131 West 3rd Street, Los Angeles, CA 90057	5154-018-018
St. Vincent Professional Office Building (St. Vincent Medical Center)	Verity Holdings, LLC	199 & 201 South Alvarado Street, Los Angeles, CA 90057	5154-018-019
Mark Taper a/k/a MTTC Building (St. Vincent Medical Center)	Verity Holdings, LLC	2200 West 3rd Street, Los Angeles, CA 90057	5154-034-006
Seton Hall Covenant / Guest Lodge (St. Vincent Medical Center)	Verity Holdings, LLC	262 & 272 South Lake Street / 2120 Valley, Los Angeles, CA 90057	5154-018-021
Ocean View Pavilion (St. Vincent Medical Center)	Verity Holdings, LLC	2222 Ocean View Avenue, Los Angeles, CA 90057	5154-033-021
Vacant (St. Vincent Medical Center)	Verity Holdings, LLC	143 South Alvarado Street, Los Angeles, CA 90057	5154-008-012
Vacant Land (St. Vincent Medical Center)	Verity Holdings, LLC	171 South Alvarado Street, Los Angeles, CA 90057	5154-018-020

Schedule 1.7(a) – Tangible Personal Property

See attached list of the Seller's leased and owned equipment. However, Purchaser will only acquire owned equipment from this list and not assume any equipment rental leases. Further, Purchaser shall only acquire the owned listed equipment that is not subject to any other successful qualified partial bid that does not otherwise include the Owned Real Property as defined in the Asset Purchase Agreement. *See* Section 1.4.3 and Schedule 1.4.3.

Schedule 1.7(a): Personal Property. List includes both leased and owned equipment; however, Purchaser will only acquire Sellers' owned equipment and will not assume any equipment rental leases. Further, Purchaser shall only acquire the owned listed equipment that is not subject to any other successful qualified partial bid that does not otherwise include the Owned Real Property as defined in this Agreement (see Section 1.4.3 and Schedule 1.4.3).

Active	Control #	Department	Purchase Date	Serial #	Equipment Type	Location	Manufacturer	Model #	Class
TRUE	V25574	RADIOLOGY DIAGNOSTIC		228791	IRRIGATOR	Angio	CARDIOVASCULAR SYSTEMS	SIP 3000	NONE
TRUE	V22010	RADIOLOGY DIAGNOSTIC		10101	INJECTOR, CONTRAST MEDIA	Angio	MEDRAD, INC.	MARK 7 ARTERION	NONE
TRUE	V25630	BIOMEDICAL ENGINEERING		88000887	THERMOMETER	Biomed Shop	LEVEL 1	HLTA-40	NON HIGH RISK
TRUE	V25330	BIOMEDICAL ENGINEERING		TH200725X4	TRAINING AID	Biomed Shop	MAQUET INC A GETINGE GROUP CO	CARDIOSAVE trainer	NON HIGH RISK
TRUE	V19965	CARDIOLOGY SERVICES		AF11G016924	DEFIBRILLATOR	Biomed Storage	ZOLL MEDICAL	R SERIES ALS	CRITICAL - LIFE SUPPORT
TRUE	V23424	CARDIOLOGY SERVICES		B-93643	ASPIRATOR	Biomed Storage	Gomco	789	NON HIGH RISK
TRUE	V25579	BLOOD BANK		S1000546	ANALYZER HEMATOLOGY	Blood Bank	JOHNSON & JOHNSON MEDICAL PRODUCTS INC A JOHNSON &	ORTHO PROVUE	NON HIGH RISK
TRUE	V25656	BLOOD BANK		50002944	ANALYZER, BLOOD GROUPING	Blood Bank	ORTHO-CLINICAL DIAGNOSTICS INC A JOHNSON & JOHNSON	6904577	NONE
TRUE	V25599	CANCER TREATMENT CENTER		A7509665c1	MONITOR NIBP	Cancer Treatment Center	MINDRAY	ACCUTORR V	NON HIGH RISK
TRUE	V25632	CARDIOLOGY SERVICES		1430F0001983	ULTRASOUND CARDIAC	Cardiology	GE HEALTHCARE	VIVID E9	NON HIGH RISK
TRUE	V20392	CARDIAC CATHETERIZATION SERVICES	8/11/1997	44971	DI CATH LAB	Cath Lab	PHILIPS MEDICAL SYSTEMS	INTEGRIS H3000	NON HIGH RISK
TRUE	V25617	CARDIAC CATHETERIZATION SERVICES	8/1/2018	SE 15418	ANALYZER POC WHOLE BLOOD	Cath Lab	INSTRUMENTATION LABORATORY CO	SIGNATURE ELITE	NON HIGH RISK
TRUE	V25618	CARDIAC CATHETERIZATION SERVICES	8/1/2018	SE 15417	ANALYZER POC WHOLE BLOOD	Cath Lab	INSTRUMENTATION LABORATORY CO	SIGNATURE ELITE	NON HIGH RISK
TRUE	V20387	CARDIAC CATHETERIZATION SERVICES	4/8/1996	44972	DI CATH LAB	Cath Lab 2	PHILIPS MEDICAL SYSTEMS	INTEGRIS H3000	NON HIGH RISK
TRUE	V25655	CENTRAL PROCESSING		1420301423	BATTERY CHARGER	CENTRAL PROCESSI	STRYKER MEDICAL	Universal Charger	NON HIGH RISK
TRUE	V25654	CENTRAL PROCESSING		1420301273	BATTERY CHARGER	CENTRAL PROCESSI	STRYKER MEDICAL	Universal Charger	NON HIGH RISK
TRUE	V25575	CENTRAL SERVICES AND SUPPLIES		714-241-797	SEALER, PACKAGE	Central Processing	RENNCO INC	LS18D-120	NONE
TRUE	V20500	RADIOLOGY DIAGNOSTIC		38502	INJECTOR, CONTRAST MEDIA	CT	MEDRAD, INC.	STELLANT	NONE
TRUE	V25321	CANCER TREATMENT CENTER		F2DJ5390G	MONITOR PATIENT	CTC	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V25580	ULTRASONOGRAPHY		149986YP2	ULTRASOUND TRANSDUCER	ED	GE HEALTHCARE	C1-6-D	NON HIGH RISK
TRUE	V19905	EMERGENCY SERVICES		SGM12021369PA	ELECTROCARDIOGRAPH	Emergency Department	GE HEALTHCARE	MAC 5500 HD	NON HIGH RISK
TRUE	V23451	BIOMEDICAL ENGINEERING		A9068	THERMOMETER INFRARED	Emergency Department	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V25597	GASTROINTESTINAL SERVICES	9/7/2017	20SQ9862	ULTRASOUND GENERAL PURPOSE	GASTROENTEROLOGY	HITACHI	Prosound F75	NON HIGH RISK
TRUE	V25638	GASTROINTESTINAL SERVICES		7721163	GASTROSCOPE, FLEXIBLE, ULTRASOUND	GASTROENTEROLOGY	OLYMPUS AMERICA, INC.	GF-UE160-AL5	NON HIGH RISK
TRUE	V25668	GASTROINTESTINAL SERVICES		V5W00720	MONITOR LCD	GASTROENTEROLOGY	Lenovo	9419-HC2	NON HIGH RISK
TRUE	V25578	CLINICAL LABORATORY SERVICES	9/7/2017	ISR61363	ANALYZER IMMUNOASSAY	LAB CLINICAL	ABBOTT LABORATORIES	ARCHITECT I2000SR	NON HIGH RISK
TRUE	V25622	CLINICAL LABORATORY SERVICES	8/1/2018	2053353	REFRIGERATOR/FREEZER, BLOOD BANK	LAB CLINICAL	HELMER LABS, INC.	IPF-125	NONE
TRUE	V25621	CLINICAL LABORATORY SERVICES	8/1/2018	2053352	REFRIGERATOR/FREEZER, BLOOD BANK	LAB CLINICAL	HELMER LABS, INC.	IPF-125	NONE
TRUE	V23530	SURGERY AND RECOVERY SERVICES	1/28/2017	1606202133	TOURNIQUET PNEUMATIC	MAIN	STRYKER MEDICAL	SMARTPUMP DUAL CHANNEL	NON HIGH RISK
TRUE	V23532	SURGERY AND RECOVERY SERVICES	1/28/2017	1606700033	TOURNIQUET PNEUMATIC	MAIN	STRYKER MEDICAL	SMARTPUMP DUAL CHANNEL	NON HIGH RISK
TRUE	V23529	SURGERY AND RECOVERY SERVICES	1/28/2017	1606700133	TOURNIQUET PNEUMATIC	MAIN	STRYKER MEDICAL	SMARTPUMP DUAL CHANNEL	NON HIGH RISK
TRUE	V23526	SURGERY AND RECOVERY SERVICES	1/28/2017	1606700183	TOURNIQUET PNEUMATIC	MAIN	STRYKER MEDICAL	SMARTPUMP DUAL CHANNEL	NON HIGH RISK
TRUE	V25073	SURGERY AND RECOVERY SERVICES		201726-178	ELECTROSURGICAL UNIT	MAIN	_Not Found (Waiting for Addition)	Aura 70	NON HIGH RISK
TRUE	V23546	SURGERY AND RECOVERY SERVICES	2/27/2017	17B505544	LIGHT SOURCE, FIBEROPTIC	MAIN	STRYKER MEDICAL	L9000	NON HIGH RISK
TRUE	V20080	SURGERY AND RECOVERY SERVICES		AF11I018309	DEFIBRILLATOR	MAIN	ZOLL MEDICAL	R SERIES ALS	CRITICAL - LIFE SUPPORT
TRUE	V20739	SURGERY AND RECOVERY SERVICES		AGOM350KSR57HG	UPS	MAIN	TRIPP-LITE	OMNISMART 350HG	NON HIGH RISK
TRUE	V20743	SURGERY AND RECOVERY SERVICES		DE805J5372	MODULE INVASIVE BP	MAIN	PHILIPS MEDICAL SYSTEMS	M1006B	NON HIGH RISK
TRUE	V19501	SURGERY AND RECOVERY SERVICES	1/11/2006	DE52037112	MONITOR PATIENT	MAIN	PHILIPS MEDICAL SYSTEMS	MP70	NON HIGH RISK
TRUE	V19509	SURGERY AND RECOVERY SERVICES	1/11/2006	DE52004508	MONITOR PATIENT	MAIN	PHILIPS MEDICAL SYSTEMS	MP90 M8010A	NON HIGH RISK
TRUE	V20774	SURGERY AND RECOVERY SERVICES		DE50234384	MODULE RACK	MAIN	PHILIPS MEDICAL SYSTEMS	FMS-8	NON HIGH RISK
TRUE	V20899	SURGERY AND RECOVERY SERVICES		DE50234368	MODULE RACK	MAIN	PHILIPS MEDICAL SYSTEMS	FMS-8	NON HIGH RISK
TRUE	V20078	SURGERY AND RECOVERY SERVICES		AF11F016508	DEFIBRILLATOR	MAIN	ZOLL MEDICAL	R SERIES ALS	CRITICAL - LIFE SUPPORT
TRUE	V22919	SURGERY AND RECOVERY SERVICES		2773	MONITOR, SAFETY, HEART-LUNG BYPASS	MAIN	SARNS/3M	98-0702-0660-6	NONE
TRUE	V19353	SURGERY AND RECOVERY SERVICES	1/31/2008	431394002	WARMING UNIT, MULTIPURPOSE	MAIN	STERIS CORP.	QDJ04	NONE
TRUE	V19352	SURGERY AND RECOVERY SERVICES	1/31/2008	431394001	WARMING UNIT, MULTIPURPOSE	MAIN	STERIS CORP.	QDJ04	NONE
TRUE	V21693	SURGERY AND RECOVERY SERVICES		8002277	ANALYZER COAGULATION AUTOMATED	MAIN	MEDTRONIC PERFUSION SYSTEMS	ACT II	NON HIGH RISK
TRUE	V21678	SURGERY AND RECOVERY SERVICES		2389	MONITOR, CARDIOPLEGIA, HEART-LUNG BYPASS	MAIN	SARNS/3M	16414 CARDIOPLEDGIA MONITOR	NONE
TRUE	V21143	SURGERY AND RECOVERY SERVICES		8002274	ANALYZER COAGULATION AUTOMATED	MAIN	MEDTRONIC PERFUSION SYSTEMS	ACT II	NON HIGH RISK
TRUE	V20642	SURGERY AND RECOVERY SERVICES		434890002	LIGHT SURGICAL	MAIN	STERIS CORP.	POLARIS	NON HIGH RISK
TRUE	V19634	SURGERY AND RECOVERY SERVICES	1/3/1998	426302027	LIGHT SURGICAL	MAIN	STERIS CORP.	SQ240	NON HIGH RISK
TRUE	V20833	SURGERY AND RECOVERY SERVICES		434590041	LIGHT SURGICAL	MAIN	STERIS CORP.	POLARIS	NON HIGH RISK
TRUE	V23098	SURGERY AND RECOVERY SERVICES		0803336401X	CATARACT EXTRACTION UNIT, PHACOEMULSIFICATION	MAIN	ALCON LABORATORIES INC	INFINITI	NONE
TRUE	V20758	SURGERY AND RECOVERY SERVICES		433007049	TABLE, IMAGING, RADIOGRAPHIC/FLUOROSCOPIC, MULTIPLE PROCEDURE	MAIN	STERIS CORP.	SURGIGRAPHIC 6000	NONE
TRUE	V23718	SURGERY AND RECOVERY SERVICES		EAC170174	SHAVER, BONE	MAIN	ARTHREX INC.	AR-8305	NONE
TRUE	V23214	SURGERY AND RECOVERY SERVICES		35982	WARMER PATIENT	MAIN	3M HEALTHCARE	750	NON HIGH RISK
TRUE	V21683	SURGERY AND RECOVERY SERVICES		12273	PUMP, EXTRACORPOREAL PERFUSION	MAIN	3M HEALTHCARE	16395	NON HIGH RISK
TRUE	V22918	SURGERY AND RECOVERY SERVICES		12284	PUMP, EXTRACORPOREAL PERFUSION	MAIN	3M HEALTHCARE	16395	NON HIGH RISK
TRUE	V22917	SURGERY AND RECOVERY SERVICES		12283	PUMP, EXTRACORPOREAL PERFUSION	MAIN	3M HEALTHCARE	16395	NON HIGH RISK
TRUE	V23018	SURGERY AND RECOVERY SERVICES		35980	WARMER PATIENT	MAIN	3M HEALTHCARE	750	NON HIGH RISK
TRUE	V20845	SURGERY AND RECOVERY SERVICES		0305GS	LAVAGE UNIT, SURGICAL	MAIN	CIRCON CORPORATION	CFR TRANSFER PUMP	NON HIGH RISK
TRUE	V19705	SURGERY AND RECOVERY SERVICES	1/11/2006	4614A26595	MODULE, ANESTHETIC GAS	MAIN	PHILIPS MEDICAL SYSTEMS	M1026B	NON HIGH RISK
TRUE	V20660	SURGERY AND RECOVERY SERVICES		DE11006582	MODULE EEG/EMG	MAIN	PHILIPS MEDICAL SYSTEMS	M1034A	NON HIGH RISK
TRUE	V19197	SURGERY AND RECOVERY SERVICES	7/11/2007	PFG033468P	PACEMAKER EXTERNAL	MAIN	MEDTRONIC INC.	5388	CRITICAL - LIFE SUPPORT
TRUE	V21198	SURGERY AND RECOVERY SERVICES		DE34707134	MODULE HEMODYNAMIC EXTENSION	MAIN	PHILIPS MEDICAL SYSTEMS	M3012A	NON HIGH RISK
TRUE	V19332	SURGERY AND RECOVERY SERVICES	12/5/2007	02RDTW	ULTRASOUND CARDIAC	MAIN	PHILIPS MEDICAL SYSTEMS	IE33	NON HIGH RISK

TRUE	V21715	SURGERY AND RECOVERY SERVICES		BBJFS068	UROFLOWMETER	MAIN	BARD MEDICAL DIV C R BARD INC	CRITICORE	NON HIGH RISK
TRUE	V23559	SURGERY AND RECOVERY SERVICES	2/27/2017	16410051	VIDEO, PROCESSOR, DIGITIZER	MAIN	STRYKER MEDICAL	Clarity	NONE
TRUE	V19085	SURGERY AND RECOVERY SERVICES	3/9/2007	0701CE599	INSUFFLATOR, LAPAROSCOPIC	MAIN	STRYKER MEDICAL	40L	NONE
TRUE	V25023	SURGERY AND RECOVERY SERVICES	6/25/2017	1211604413	WASTE DISPOSAL UNIT	MAIN	STRYKER MEDICAL	NEPTUNE 2	NON HIGH RISK
TRUE	V23547	SURGERY AND RECOVERY SERVICES	2/27/2017	178506764	VIDEO IMAGE PROCESSOR	MAIN	STRYKER MEDICAL	1588 AIM	NON HIGH RISK
TRUE	V23589	SURGERY AND RECOVERY SERVICES	2/27/2017	178506754	VIDEO IMAGE PROCESSOR	MAIN	STRYKER MEDICAL	1588 AIM	NON HIGH RISK
TRUE	V20871	SURGERY AND RECOVERY SERVICES		1111129517	ELECTROSURGICAL UNIT BIPOLAR	MAIN	ETHICON / A JOHNSON & JOHNSON CO	GEN11	NON HIGH RISK
TRUE	V23553	SURGERY AND RECOVERY SERVICES	2/27/2017	13136	PRINTER VIDEO	MAIN	STRYKER MEDICAL	SDP 1000	NON HIGH RISK
TRUE	V23556	SURGERY AND RECOVERY SERVICES	2/27/2017	178506334	DIGITAL ARCHIVE DEVICE	MAIN	STRYKER MEDICAL	SDC3 HD	NONE
TRUE	V19072	SURGERY AND RECOVERY SERVICES	3/8/2007	07A040924	LIGHT SOURCE, FIBEROPTIC	MAIN	STRYKER MEDICAL	X8000	NON HIGH RISK
TRUE	V23558	SURGERY AND RECOVERY SERVICES	2/17/2017	17A550884	TRANSMITTER, VIDEO DISPLAY	MAIN	STRYKER MEDICAL	SYNK WIRELESS TRANSMITTER	NONE
TRUE	V19083	SURGERY AND RECOVERY SERVICES	3/8/2007	SVE217B0060	MONITOR LCD	MAIN	STRYKER MEDICAL	VISION ELECT HD	NON HIGH RISK
TRUE	V23561	SURGERY AND RECOVERY SERVICES	2/27/2017	178505674	LIGHT SOURCE, FIBEROPTIC	MAIN	STRYKER MEDICAL	L9000	NON HIGH RISK
TRUE	VT2924	SURGERY AND RECOVERY SERVICES		KWIE180014	WATER-JET SURGICAL UNIT	MAIN	SMITH & NEPHEW	VERSAJET II	NONE
TRUE	V22671	SURGERY AND RECOVERY SERVICES		1682	HEART LUNG SAO2/HCT MONITOR	MAIN	TERUMO	CDI 500 AVHCTCL	NON HIGH RISK
TRUE	V21645	SURGERY AND RECOVERY SERVICES		12991A	ELECTROSURGICAL UNIT	MAIN	VALLEYLAB INC.	FORCE FXC	NON HIGH RISK
TRUE	V20655	SURGERY AND RECOVERY SERVICES		AL079117	TOURNIQUET PNEUMATIC	MAIN	ZIMMER INC.	60-4000-001	NON HIGH RISK
TRUE	V19117	SURGERY AND RECOVERY SERVICES	4/11/2007	3007AAEN	TOURNIQUET PNEUMATIC	MAIN	ZIMMER INC.	ATS 3000	NON HIGH RISK
TRUE	V19380	SURGERY AND RECOVERY SERVICES	2/14/2008	0807000903AV	BATTERY CHARGER	MAIN	STRYKER MEDICAL	4110-120	NON HIGH RISK
TRUE	V21731	SURGERY AND RECOVERY SERVICES		45902	LIGHT SOURCE, FIBEROPTIC	MAIN	LUXTEC CORP	LX300	NON HIGH RISK
TRUE	V21709	SURGERY AND RECOVERY SERVICES		CE1002270P	PACEMAKER EXTERNAL	MAIN	MEDTRONIC NAVIGATION INC	5375	CRITICAL - LIFE SUPPORT
TRUE	V25221	SURGERY AND RECOVERY SERVICES	5/25/2018	CB2Q81112600	ULTRASOUND TRANSDUCER	MAIN	MINDRAY	7L4S	NON HIGH RISK
TRUE	V20907	SURGERY AND RECOVERY SERVICES		NDF04000348	ULTRASOUND TRANSDUCER	MAIN	MINDRAY	7L4S	NON HIGH RISK
TRUE	V20656	SURGERY AND RECOVERY SERVICES		6223	SURGICAL SLUSH UNIT	MAIN	OR SOLUTIONS, INC.	HUSH SLUSH	NONE
TRUE	VT2617	SURGERY AND RECOVERY SERVICES	12/11/2007	45302	WARMER FLUID SOLUTIONS	MAIN	OR SOLUTIONS, INC.	ORS-2066R	NON HIGH RISK
TRUE	V21688	SURGERY AND RECOVERY SERVICES		41304	OXYGEN-AIR PROPORTIONER	MAIN	SECHRIST INDUSTRIES INC	164235	NONE
TRUE	V22417	SURGERY AND RECOVERY SERVICES		B29300773903	CONTROLLER, SURGICAL HANDPIECE	MAIN	Anspach	SYSTEM CONSOLE SC2000	NONE
TRUE	V23204	SURGERY AND RECOVERY SERVICES		G48F000311	PRINTER	MAIN	EPSON AMERICA, INC.	M196B	NON HIGH RISK
TRUE	V21691	SURGERY AND RECOVERY SERVICES		94F240	AUTOTRANSFUSION UNIT, BLOOD PROCESSING	MAIN	HAEMONETICS CORP.	CELL SAVER 5	NONE
TRUE	V20906	SURGERY AND RECOVERY SERVICES		94F235-1	AUTOTRANSFUSION UNIT, BLOOD PROCESSING	MAIN	HAEMONETICS CORP.	CELL SAVER 5	NONE
TRUE	V22643	SURGERY AND RECOVERY SERVICES		260593007	MICROSCOPE LIGHT OPERATING	MAIN	LEICA MICROSYSTEMS, INC.	M690	NON HIGH RISK
TRUE	V23584	SURGERY AND RECOVERY SERVICES	2/27/2017	SVP266K0134	MONITOR LCD	MAIN	STRYKER MEDICAL	SYNK 26	NON HIGH RISK
TRUE	V19097	SURGERY AND RECOVERY SERVICES	3/9/2008	SVE217B0065	MONITOR LCD	MAIN	STRYKER MEDICAL	VISION ELECT HD	NON HIGH RISK
TRUE	V23551	SURGERY AND RECOVERY SERVICES	2/27/2017	16410057	VIDEO, PROCESSOR, DIGITIZER	MAIN	STRYKER MEDICAL	Clarity	NONE
TRUE	V20870	SURGERY AND RECOVERY SERVICES		9129504	HYPOTHERMIA UNIT	MAIN	CINCINNATI SUB-ZERO PRODUCTS INC.	BLANKETROL 222	NON HIGH RISK
TRUE	V23707	SURGERY AND RECOVERY SERVICES	4/1/2017	171-10782CE	HEART LUNG HEAT EXCHANGER	MAIN	CINCINNATI SUB-ZERO PRODUCTS INC.	HEMOTHERM 400CE	NON HIGH RISK
TRUE	V19073	SURGERY AND RECOVERY SERVICES	3/8/2007	MY62S3W03Z04KP	PRINTER	MAIN	HEWLETT-PACKARD	PHOTOSMART 8250	NON HIGH RISK
TRUE	V19704	SURGERY AND RECOVERY SERVICES	8/20/2009	H09S0037G	VESSEL HARVESTING SYSTEM	MAIN	MAQUET INC A GETINGE GROUP CO	VASOVIEW HEMOPRO	NONE
TRUE	V23560	SURGERY AND RECOVERY SERVICES	2/27/2017	13134	PRINTER VIDEO	MAIN	STRYKER MEDICAL	SDP 1000	NON HIGH RISK
TRUE	V19087	SURGERY AND RECOVERY SERVICES	3/9/2007	07B040644	CAMERA SYSTEM	MAIN	STRYKER MEDICAL	1188HD	NON HIGH RISK
TRUE	V23590	SURGERY AND RECOVERY SERVICES	2/27/2017	178505704	LIGHT SOURCE, FIBEROPTIC	MAIN	STRYKER MEDICAL	L9000	NON HIGH RISK
TRUE	VT2918	SURGERY AND RECOVERY SERVICES	2/27/2017	VPD26510517	MONITOR LCD	MAIN	STRYKER MEDICAL	SYNK 26	NON HIGH RISK
TRUE	V23128	SURGERY AND RECOVERY SERVICES		07E11214	RADIOFREQUENCY THERAPY SYSTEM, TISSUE ABLATION	MAIN	STRYKER MEDICAL	SERFAS	NONE
TRUE	V21671	SURGERY AND RECOVERY SERVICES		12995A	ELECTROSURGICAL UNIT	MAIN	VALLEYLAB INC.	FORCE FXC	NON HIGH RISK
TRUE	V21698	SURGERY AND RECOVERY SERVICES		FOB 13007A	ELECTROSURGICAL UNIT	MAIN	VALLEYLAB INC.	FORCE FXC	NON HIGH RISK
TRUE	V20896	SURGERY AND RECOVERY SERVICES		12985A	ELECTROSURGICAL UNIT	MAIN	VALLEYLAB INC.	FORCE FXC	NON HIGH RISK
TRUE	V20699	SURGERY AND RECOVERY SERVICES		12986A	ELECTROSURGICAL UNIT	MAIN	VALLEYLAB INC.	FORCE FXC	NON HIGH RISK
TRUE	V20700	SURGERY AND RECOVERY SERVICES		AA001161	SMOKE EVACUATOR	MAIN	VALLEYLAB INC.	OPTIMUMM	NON HIGH RISK
TRUE	V21727	SURGERY AND RECOVERY SERVICES		M03388	ASPIRATOR	MAIN	VALLEYLAB INC.	CUSA EXCEL	NON HIGH RISK
TRUE	V19444	SURGERY AND RECOVERY SERVICES	10/11/2007	2366	ADVANCED CONTROL PAD SYSTEM	MAIN	ORTHOPEDIC SYSTEMS INC (OSI)	5996-5	NONE
TRUE	V20905	SURGERY AND RECOVERY SERVICES		P50874	STIMULATOR NEUROMUSCULAR	MAIN	POLYMEDCO, INC	POLYSTIM II	NON HIGH RISK
TRUE	V23151	SURGERY AND RECOVERY SERVICES		2286	CARDIOPLEGIA FLUID DELIVERY PUMP	MAIN	QUEST MEDICAL INC.	MPS	NONE
TRUE	V25076	SURGERY AND RECOVERY SERVICES		1332	HEART LUNG SAO2/HCT MONITOR	MAIN	TERUMO	CDI 500 AVHCTCL	NON HIGH RISK
TRUE	V21665	SURGERY AND RECOVERY SERVICES		KK001825	SMOKE EVACUATOR	MAIN	VALLEYLAB INC.	OPTIMUMM	NON HIGH RISK
TRUE	V21162	SURGERY AND RECOVERY SERVICES		12997A	ELECTROSURGICAL UNIT	MAIN	VALLEYLAB INC.	FORCE FXC	NON HIGH RISK
TRUE	V20305	SURGERY AND RECOVERY SERVICES		NSN1422644	ULTRASOUND THERAPY SYSTEM, ANGIOPLASTY	MAIN	FLOWCARDIA INC	FLOWCARDIA GENERATOR	NONE
TRUE	V21722	SURGERY AND RECOVERY SERVICES		1014199	LIGHT SOURCE, FIBEROPTIC	MAIN	LUXTEC CORP	9300	NON HIGH RISK
TRUE	V21723	SURGERY AND RECOVERY SERVICES		14899	LIGHT SOURCE, FIBEROPTIC	MAIN	LUXTEC CORP	9300	NON HIGH RISK
TRUE	V21725	SURGERY AND RECOVERY SERVICES		46102	LIGHT SOURCE, FIBEROPTIC	MAIN	LUXTEC CORP	LX300	NON HIGH RISK
TRUE	V20868	SURGERY AND RECOVERY SERVICES		0B307A	OPHTHALMOSCOPE/OTOSCOPE	MAIN	MENTOR, INC.	22-7718	NON HIGH RISK
TRUE	V22922	SURGERY AND RECOVERY SERVICES		53846	WARMER FLUID SOLUTIONS	MAIN	OR SOLUTIONS, INC.	ORS-203BD	NON HIGH RISK
TRUE	V22286	SURGERY AND RECOVERY SERVICES		ASAB0070	ANESTHESIA VAPORIZER	MAIN	DRAEGER MEDICAL INC	VAPOR 2000	NON HIGH RISK
TRUE	V23244	SURGERY AND RECOVERY SERVICES		ARZH-0411	ANESTHESIA VAPORIZER	MAIN	DRAEGER MEDICAL INC	D-VAPOR	NON HIGH RISK
TRUE	V23416	SURGERY AND RECOVERY SERVICES	4/2/2017	0010	AIR CLEANER MOBILE	MAIN	AEROFLEX	T1	NON HIGH RISK
TRUE	V20738	SURGERY AND RECOVERY SERVICES		D08303214201	CONTROLLER, SURGICAL HANDPIECE	MAIN	Anspach	SYSTEM CONSOLE SC2100	NONE
TRUE	V23732	SURGERY AND RECOVERY SERVICES		QR0Q000D7J	ELECTROSURGICAL UNIT BIPOLAR	MAIN	ARTHROCARE CORPORATION	QUANTUM 2	NON HIGH RISK
TRUE	V20861	SURGERY AND RECOVERY SERVICES		BP88-3474	ELECTROSURGICAL UNIT BIPOLAR	MAIN	CODMAN & SHURTLEFF INC A JOHNSON & JOHNSON CO	CMC-I	NON HIGH RISK
TRUE	V22921	SURGERY AND RECOVERY SERVICES		2392	MONITOR, CARDIOPLEGIA, HEART-LUNG BYPASS	MAIN	SARNS/3M	16414 CARDIOPLEDGIA MONITOR	NONE
TRUE	V22090	SURGERY AND RECOVERY SERVICES		5Y000362YA	MONITOR LCD	MAIN	NEC CORP OF AMERICA INC	LCD3210BK	NON HIGH RISK

TRUE	V20730	SURGERY AND RECOVERY SERVICES		4227A44952	MODULE PRINTER	MAIN	PHILIPS MEDICAL SYSTEMS	M1116B	NON HIGH RISK
TRUE	V21156	SURGERY AND RECOVERY SERVICES		4227A44954	MODULE PRINTER	MAIN	PHILIPS MEDICAL SYSTEMS	M1116B	NON HIGH RISK
TRUE	V22228	SURGERY AND RECOVERY SERVICES		ASEE0074	ANESTHESIA UNIT	MAIN	DRAEGER MEDICAL INC	APOLLO	CRITICAL - LIFE SUPPORT
TRUE	V19620	SURGERY AND RECOVERY SERVICES	3/6/2009	ASAC-0050	ANESTHESIA UNIT	MAIN	DRAEGER MEDICAL INC	APOLLO	CRITICAL - LIFE SUPPORT
TRUE	V20891	SURGERY AND RECOVERY SERVICES		434790069	LIGHT SURGICAL	MAIN	STERIS CORP.	POLARIS	NON HIGH RISK
TRUE	V22089	SURGERY AND RECOVERY SERVICES		434790003	LIGHT SURGICAL	MAIN	STERIS CORP.	POLARIS	NON HIGH RISK
TRUE	V19623	SURGERY AND RECOVERY SERVICES	1/3/1998	417601022	LIGHT SURGICAL	MAIN	STERIS CORP.	SQ240	NON HIGH RISK
TRUE	V21670	SURGERY AND RECOVERY SERVICES		B435594046	TABLE OPERATING	MAIN	STERIS CORP.	3080 SP	NON HIGH RISK
TRUE	V20771	SURGERY AND RECOVERY SERVICES		10-10071	OXIMETER, CEREBRAL	MAIN	SOMANETICS CORP	INVOS	NON HIGH RISK
TRUE	V19366	SURGERY AND RECOVERY SERVICES		432094068	WARMING UNIT, MULTIPURPOSE	MAIN	STERIS CORP.	QDJ04	NONE
TRUE	V20727	SURGERY AND RECOVERY SERVICES		2488	REGULATOR	MAIN	BAXTER HEALTHCARE LTD.	EASYSPRAY	NONE
TRUE	V22121	SURGERY AND RECOVERY SERVICES		4933	REGULATOR	MAIN	BAXTER HEALTHCARE LTD.	EASYSPRAY	NONE
TRUE	V23539	SURGERY AND RECOVERY SERVICES		106408	WARMER PATIENT	MAIN	3M HEALTHCARE	775	NON HIGH RISK
TRUE	V21166	SURGERY AND RECOVERY SERVICES		NSNSVMC0014	LIGHT SURGICAL	MAIN	STERIS CORP.	SQ240	NON HIGH RISK
TRUE	V20711	SURGERY AND RECOVERY SERVICES		434790007	LIGHT SURGICAL	MAIN	STERIS CORP.	POLARIS	NON HIGH RISK
TRUE	V19626	SURGERY AND RECOVERY SERVICES	1/3/1998	426102131	LIGHT SURGICAL	MAIN	STERIS CORP.	SQ240	NON HIGH RISK
TRUE	V23573	SURGERY AND RECOVERY SERVICES	2/27/2017	1608CE0027	INSUFFLATOR, LAPAROSCOPIC	MAIN	STRYKER MEDICAL	PNEUMO SURE	NONE
TRUE	V23531	SURGERY AND RECOVERY SERVICES	1/28/2017	1606700103	TOURNIQUET PNEUMATIC	MAIN	STRYKER MEDICAL	SMARTPUMP DUAL CHANNEL	NON HIGH RISK
TRUE	V19132	SURGERY AND RECOVERY SERVICES	4/11/2007	706601853	DRILL BONE	MAIN	STRYKER MEDICAL	CORE POWER DRIVER (5400-50)	NON HIGH RISK
TRUE	V23527	SURGERY AND RECOVERY SERVICES	1/28/2017	1606700193	TOURNIQUET PNEUMATIC	MAIN	STRYKER MEDICAL	SMARTPUMP DUAL CHANNEL	NON HIGH RISK
TRUE	V22648	SURGERY AND RECOVERY SERVICES		14050025SR	INFUSION PUMP SYRINGE	MAIN	BAXTER HEALTHCARE LTD.	INFUS OR	NON HIGH RISK
TRUE	V19447	SURGERY AND RECOVERY SERVICES	8/29/2008	185813	INFUSION PUMP SYRINGE	MAIN	BAXTER HEALTHCARE LTD.	INFUS OR	NON HIGH RISK
TRUE	V21188	SURGERY AND RECOVERY SERVICES		DE34707130	MODULE HEMODYNAMIC EXTENSION	MAIN	PHILIPS MEDICAL SYSTEMS	M3012A	NON HIGH RISK
TRUE	V20640	SURGERY AND RECOVERY SERVICES		A041430	RADIOFREQUENCY THERAPY SYSTEM, TISSUE ABLATION, INTERSTITIAL	MAIN	RITA MEDICAL SYSTEM INC.	1500X	NONE
TRUE	V19141	SURGERY AND RECOVERY SERVICES	4/11/2007	070305AD037	CART, MEDICAL	MAIN	STRYKER MEDICAL	240-099-011	NONE
TRUE	V19084	SURGERY AND RECOVERY SERVICES	3/2/2007	070206AD036	CART, MEDICAL	MAIN	STRYKER MEDICAL	240-099-011	NONE
TRUE	V19091	SURGERY AND RECOVERY SERVICES	3/2/2007	051130AD020	CART, MEDICAL	MAIN	STRYKER MEDICAL	240-099-011	NONE
TRUE	V19100	SURGERY AND RECOVERY SERVICES	3/8/2007	07B050004	DIGITAL CAPTURE DEVICE	MAIN	STRYKER MEDICAL	SDC HD	NONE
TRUE	V23291	SURGERY AND RECOVERY SERVICES		TL200-5034	ELECTROSURGICAL UNIT BIPOLAR	MAIN	MEDTRONIC INC.	AQUAMANTYS	NON HIGH RISK
TRUE	V21669	SURGERY AND RECOVERY SERVICES		02YJ3R	ULTRASOUND TRANSDUCER	MAIN	PHILIPS MEDICAL SYSTEMS	X3-1	NON HIGH RISK
TRUE	V21854	SURGERY AND RECOVERY SERVICES		P33098	MICROTOME CRYOSTAT	MAIN	Storz	DP2073R PREMIER	NON HIGH RISK
TRUE	V20754	SURGERY AND RECOVERY SERVICES		DE11006588	MODULE EEG/EMG	MAIN	PHILIPS MEDICAL SYSTEMS	M1034A	NON HIGH RISK
TRUE	V20773	SURGERY AND RECOVERY SERVICES		DE11006589	MODULE EEG/EMG	MAIN	PHILIPS MEDICAL SYSTEMS	M1034A	NON HIGH RISK
TRUE	V20840	SURGERY AND RECOVERY SERVICES		DE11006585	MODULE EEG/EMG	MAIN	PHILIPS MEDICAL SYSTEMS	M1034A	NON HIGH RISK
TRUE	V23323	SURGERY AND RECOVERY SERVICES		4614A26029	MODULE, ANESTHETIC GAS	MAIN	PHILIPS MEDICAL SYSTEMS	M1026B	NON HIGH RISK
TRUE	V20766	SURGERY AND RECOVERY SERVICES		DE512A3202	MODULE MULTIPARAMETER	MAIN	PHILIPS MEDICAL SYSTEMS	M3001A	NON HIGH RISK
TRUE	V20726	SURGERY AND RECOVERY SERVICES		DE512A5469	MODULE MULTIPARAMETER	MAIN	PHILIPS MEDICAL SYSTEMS	M3001A	NON HIGH RISK
TRUE	V20775	SURGERY AND RECOVERY SERVICES		DE512A5398	MODULE MULTIPARAMETER	MAIN	PHILIPS MEDICAL SYSTEMS	M3001A	NON HIGH RISK
TRUE	V21192	SURGERY AND RECOVERY SERVICES		DE512A5464	MODULE MULTIPARAMETER	MAIN	PHILIPS MEDICAL SYSTEMS	M3001A	NON HIGH RISK
TRUE	V20910	SURGERY AND RECOVERY SERVICES		DE512A5468	MODULE MULTIPARAMETER	MAIN	PHILIPS MEDICAL SYSTEMS	M3001A	NON HIGH RISK
TRUE	V23574	SURGERY AND RECOVERY SERVICES	2/17/2017	17A539074	TRANSMITTER, VIDEO DISPLAY	MAIN	STRYKER MEDICAL	SYNK WIRELESS TRANSMITTER	NONE
TRUE	V19095	SURGERY AND RECOVERY SERVICES	3/7/2007	SVE21780069	MONITOR LCD	MAIN	STRYKER MEDICAL	VISION ELECT HD	NON HIGH RISK
TRUE	V19076	SURGERY AND RECOVERY SERVICES	3/8/2007	SVE21780078	MONITOR LCD	MAIN	STRYKER MEDICAL	VISION ELECT	NON HIGH RISK
TRUE	V23389	SURGERY AND RECOVERY SERVICES		08K035564	LIGHT SOURCE, FIBEROPTIC	MAIN	STRYKER MEDICAL	0220210000	NON HIGH RISK
TRUE	V19507	SURGERY AND RECOVERY SERVICES		AN000545001073	MONITOR LCD	MAIN	PHILIPS MEDICAL SYSTEMS	M8031B	NON HIGH RISK
TRUE	V20875	SURGERY AND RECOVERY SERVICES		DE50234389	MODULE RACK	MAIN	PHILIPS MEDICAL SYSTEMS	FMS-8	NON HIGH RISK
TRUE	V23548	SURGERY AND RECOVERY SERVICES	2/27/2017	17B506264	DIGITAL ARCHIVE DEVICE	MAIN	STRYKER MEDICAL	SDC3 HD	NONE
TRUE	V19138	SURGERY AND RECOVERY SERVICES	4/11/2007	07C062874	LIGHT SOURCE, FIBEROPTIC	MAIN	STRYKER MEDICAL	X8000	NON HIGH RISK
TRUE	V25704	SURGERY AND RECOVERY SERVICES	3/13/2007	07A012304	LIGHT SOURCE, FIBEROPTIC	MAIN	STRYKER MEDICAL	X8000	NON HIGH RISK
TRUE	V23295	SURGERY AND RECOVERY SERVICES		14H018144	RADIOFREQUENCY THERAPY SYSTEM, TISSUE ABLATION	MAIN	STRYKER MEDICAL	CROSSFIRE2	NONE
TRUE	V23586	SURGERY AND RECOVERY SERVICES	2/17/2017	17A539054	TRANSMITTER, VIDEO DISPLAY	MAIN	STRYKER MEDICAL	SYNK WIRELESS TRANSMITTER	NONE
TRUE	V23592	SURGERY AND RECOVERY SERVICES	2/27/2017	SVP266K0141	MONITOR LCD	MAIN	STRYKER MEDICAL	SYNK 26	NON HIGH RISK
TRUE	V21187	SURGERY AND RECOVERY SERVICES		RV081985	LARYNGOSCOPE, FLEXIBLE, INTUBATION, VIDEO	MAIN	VERATHON MEDICAL	GLIDESCOPE RANGER	NONE
TRUE	V20651	SURGERY AND RECOVERY SERVICES		7602069-D	AMALGAMATOR	MAIN	VIVADENT	SILAMAT PLUS 510	NON HIGH RISK
TRUE	V19457	SURGERY AND RECOVERY SERVICES	10/12/2008	45719	BATTERY CHARGER	MAIN	STRYKER MEDICAL	2110	NON HIGH RISK
TRUE	V19137	SURGERY AND RECOVERY SERVICES	4/11/2007	07C027724	CAMERA SYSTEM	MAIN	STRYKER MEDICAL	1188HD	NON HIGH RISK
TRUE	V23591	SURGERY AND RECOVERY SERVICES	2/27/2017	13137	PRINTER VIDEO	MAIN	STRYKER MEDICAL	SDP 1000	NON HIGH RISK
TRUE	V25031	SURGERY AND RECOVERY SERVICES	6/25/2017	0930909993	WASTE DISPOSAL DOCKING STATION	MAIN	STRYKER MEDICAL	NEPTUNE 2 DOCKING STATION	NON HIGH RISK
TRUE	V20760	SURGERY AND RECOVERY SERVICES		TL-200-0570	ELECTROSURGICAL UNIT BIPOLAR	MAIN	SALIENT SURGICAL TECHNOLOGIES INC	AQUAMANTYS	NON HIGH RISK
TRUE	V23131	SURGERY AND RECOVERY SERVICES		TL200-4775	ELECTROSURGICAL UNIT BIPOLAR	MAIN	SALIENT SURGICAL TECHNOLOGIES INC	AQUAMANTYS	NON HIGH RISK
TRUE	V22751	SURGERY AND RECOVERY SERVICES		5522	HEART LUNG SAO2/HCT MONITOR	MAIN	TERUMO	CDI 500 AVHCTCL	NON HIGH RISK
TRUE	V21685	SURGERY AND RECOVERY SERVICES		1096	HEART LUNG SAO2/HCT MONITOR	MAIN	TERUMO	CDI 500 AVHCTCL	NON HIGH RISK
TRUE	V22961	SURGERY AND RECOVERY SERVICES		12988A	ELECTROSURGICAL UNIT	MAIN	VALLEYLAB INC.	FORCE FXC	NON HIGH RISK
TRUE	V20866	SURGERY AND RECOVERY SERVICES		KK001969	SMOKE EVACUATOR	MAIN	VALLEYLAB INC.	OPTIMUMM	NON HIGH RISK
TRUE	V19842	SURGERY AND RECOVERY SERVICES	9/28/2010	MR-01001857	ULTRASOUND POINT OF CARE	MAIN	MINDRAY	M5	NON HIGH RISK
TRUE	V22360	SURGERY AND RECOVERY SERVICES		2123	SURGICAL SLUSH UNIT	MAIN	OR SOLUTIONS, INC.	ORS-1075	NONE
TRUE	VT2605	SURGERY AND RECOVERY SERVICES	8/2/2007	43957	WARMER FLUID SOLUTIONS	MAIN	OR SOLUTIONS, INC.	ORS-2057D	NON HIGH RISK
TRUE	V22833	SURGERY AND RECOVERY SERVICES		47633	WARMER FLUID SOLUTIONS	MAIN	OR SOLUTIONS, INC.	ORS-2038D	NON HIGH RISK
TRUE	V19320	SURGERY AND RECOVERY SERVICES	10/11/2007	5406	TABLE EXAM TREATMENT	MAIN	ORTHOPEDIC SYSTEMS INC (OSI)	MODULAR TABLE SYSTEM	NON HIGH RISK

TRUE	V22565	SURGERY AND RECOVERY SERVICES		NSNV8611	DOPPLER, ULTRASONIC, DIAGNOSTIC	MAIN	PARKS MEDICAL	811-B	NONE
TRUE	V21647	SURGERY AND RECOVERY SERVICES		NSNSVMC0045	ELECTROSURGICAL UNIT BIPOLAR	MAIN	CODMAN & SHURTLEFF INC A JOHNSON & JOHNSON CO	80-1187	NON HIGH RISK
TRUE	V25090	SURGERY AND RECOVERY SERVICES	11/2/2017	1234	BATTERY CHARGER	MAIN	INTEGRA LIFESCIENCES CORP	90524	NON HIGH RISK
TRUE	V20646	SURGERY AND RECOVERY SERVICES		471016919	CURING UNIT, DENTAL, ACRYLIC	MAIN	KERR CORP DIV SYBRON DENTAL SPECIALTIES INC	OPTILUX VCL 401	NONE
TRUE	V23304	SURGERY AND RECOVERY SERVICES		12211	WARMER BLOOD SOLUTION	MAIN	LEVEL 1	HL-90	NON HIGH RISK
TRUE	V22358	SURGERY AND RECOVERY SERVICES		1378	WARMER BLOOD SOLUTION	MAIN	LEVEL 1	HL-90	NON HIGH RISK
TRUE	V25223	SURGERY AND RECOVERY SERVICES		8MR78003510	ULTRASOUND TRANSDUCER	MAIN	MINDRAY	L14-6s	NON HIGH RISK
TRUE	V22287	SURGERY AND RECOVERY SERVICES		ARWF0408	ANESTHESIA VAPORIZER	MAIN	DRAEGER MEDICAL INC	VAPOR D-TEC-DES	NON HIGH RISK
TRUE	V20850	SURGERY AND RECOVERY SERVICES		IM20654	LITHOTRIPTER	MAIN	KARL STORZ ENDOSCOPY-AMERICA INC	27080C	NON HIGH RISK
TRUE	V22096	SURGERY AND RECOVERY SERVICES		100714	CAMERA, VIDEO	MAIN	SONY ELECTRONICS / MEDICAL SYSTEMS	CMA-D2MD	NONE
TRUE	V19334	SURGERY AND RECOVERY SERVICES	12/6/2007	92546	PRINTER VIDEO	MAIN	SONY ELECTRONICS / MEDICAL SYSTEMS	UP-D897	NON HIGH RISK
TRUE	V25072	SURGERY AND RECOVERY SERVICES		201726-177	ELECTROSURGICAL UNIT	MAIN	Not Found (Waiting for Addition)	Aura 70	NON HIGH RISK
TRUE	VT2680	SURGERY AND RECOVERY SERVICES	10/8/2008	35983	WARMER, PATIENT	MAIN	ARIZANT HEALTHCARE INC	750	NON HIGH RISK
TRUE	V19497	SURGERY AND RECOVERY SERVICES	1/11/2006	DE52037103	MONITOR PATIENT	MAIN	PHILIPS MEDICAL SYSTEMS	MP70	NON HIGH RISK
TRUE	V19521	SURGERY AND RECOVERY SERVICES	1/11/2006	DE52037102	MONITOR PATIENT	MAIN	PHILIPS MEDICAL SYSTEMS	MP70	NON HIGH RISK
TRUE	V22600	SURGERY AND RECOVERY SERVICES		DE50234341	MODULE RACK	MAIN	PHILIPS MEDICAL SYSTEMS	FMS-8	NON HIGH RISK
TRUE	V21704	SURGERY AND RECOVERY SERVICES		14-15369	HYPOTHERMIA UNIT	MAIN	CINCINNATI SUB-ZERO PRODUCTS INC.	BLANKETROL II	NON HIGH RISK
TRUE	V23434	SURGERY AND RECOVERY SERVICES		AETN10015	ANESTHESIA VAPORIZER	MAIN	DATEX-OHMEDA INC DIV GE HEALTHCARE	TEC 6	NON HIGH RISK
TRUE	V23246	SURGERY AND RECOVERY SERVICES		2L010300US0200	ANESTHESIA VAPORIZER	MAIN	DRAEGER MEDICAL INC	D Vapor	NON HIGH RISK
TRUE	V21410	SURGERY AND RECOVERY SERVICES		3024	MONITOR, SAFETY, HEART-LUNG BYPASS	MAIN	SARNS/3M	98-0702-0660-6	NONE
TRUE	V22677	SURGERY AND RECOVERY SERVICES		29009	CRYOSURGICAL UNIT	MAIN	FRIGITRONICS	CE-82	NON HIGH RISK
TRUE	V20703	SURGERY AND RECOVERY SERVICES		4227A44960	MODULE PRINTER	MAIN	PHILIPS MEDICAL SYSTEMS	M1116B	NON HIGH RISK
TRUE	V20878	SURGERY AND RECOVERY SERVICES		DE80515368	MODULE INVASIVE BP	MAIN	PHILIPS MEDICAL SYSTEMS	M1006B	NON HIGH RISK
TRUE	V19036	SURGERY AND RECOVERY SERVICES	10/11/2006	AN000510001291	MONITOR LCD	MAIN	PHILIPS MEDICAL SYSTEMS	M8031B	NON HIGH RISK
TRUE	V19516	SURGERY AND RECOVERY SERVICES	1/11/2006	DE52037101	MONITOR PATIENT	MAIN	PHILIPS MEDICAL SYSTEMS	MP70	NON HIGH RISK
TRUE	V25659	CENTRAL PROCESSING		0304514-03	STERILIZER	MAIN	STERIS CORP.	V-Pro Max	NON HIGH RISK
TRUE	V22076	SURGERY AND RECOVERY SERVICES		434890064	TABLE OPERATING	MAIN	STERIS CORP.	3080 RL	NON HIGH RISK
TRUE	V21697	SURGERY AND RECOVERY SERVICES		B413997025	TABLE OPERATING	MAIN	STERIS CORP.	3080 SP	NON HIGH RISK
TRUE	V23252	SURGERY AND RECOVERY SERVICES		0803336301X	CATARACT EXTRACTION UNIT, PHACOEMULSIFICATION	MAIN	ALCON LABORATORIES INC	INFINITI VISION SYSTEM	NONE
TRUE	V22647	SURGERY AND RECOVERY SERVICES		407-338-0201	TEMPERATURE MONITOR, ELECTRONIC	MAIN	SUPCO	CRTH2	NONE
TRUE	VT4646	SURGERY AND RECOVERY SERVICES		5003591	ULTRASOUND POINT OF CARE	MAIN	B-K MEDICAL SYSTEMS	FLEX FOCUS 1202	NON HIGH RISK
TRUE	V23013	SURGERY AND RECOVERY SERVICES		35841	WARMER PATIENT	MAIN	3M HEALTHCARE	750	NON HIGH RISK
TRUE	V23717	SURGERY AND RECOVERY SERVICES		623452	ARTHROSCOPE	MAIN	ARTHREX INC.	AR-8300	NON HIGH RISK
TRUE	V20644	SURGERY AND RECOVERY SERVICES		434890007	LIGHT SURGICAL	MAIN	STERIS CORP.	POLARIS	NON HIGH RISK
TRUE	V20752	SURGERY AND RECOVERY SERVICES		NSNV20752	LIGHT SURGICAL	MAIN	STERIS CORP.	POLARIS	NON HIGH RISK
TRUE	V19632	SURGERY AND RECOVERY SERVICES	1/3/1998	426302018	LIGHT SURGICAL	MAIN	STERIS CORP.	SQ240	NON HIGH RISK
TRUE	V20858	SURGERY AND RECOVERY SERVICES		0134294-03	STERILIZER	MAIN	STERIS CORP.	V-116	NON HIGH RISK
TRUE	V21392	SURGERY AND RECOVERY SERVICES		VG001476	MONITOR CARDIAC OUTPUT	MAIN	EDWARDS LIFESCIENCE	VIGILANCE II	NON HIGH RISK
TRUE	V23537	SURGERY AND RECOVERY SERVICES		16404	WARMER PATIENT	MAIN	3M HEALTHCARE	775	NON HIGH RISK
TRUE	V21405	SURGERY AND RECOVERY SERVICES		13706	PUMP, EXTRACORPOREAL PERFUSION	MAIN	3M HEALTHCARE	16395	NON HIGH RISK
TRUE	V22359	SURGERY AND RECOVERY SERVICES		J0112388	SURGICAL SLUSH UNIT	MAIN	TAYLOR CO	20-12N	NONE
TRUE	V23016	SURGERY AND RECOVERY SERVICES		35975	WARMER PATIENT	MAIN	3M HEALTHCARE	750	NON HIGH RISK
TRUE	V23019	SURGERY AND RECOVERY SERVICES		29790	WARMER PATIENT	MAIN	3M HEALTHCARE	750	NON HIGH RISK
TRUE	V23585	SURGERY AND RECOVERY SERVICES	2/27/2017	16410036	VIDEO, PROCESSOR, DIGITIZER	MAIN	STRYKER MEDICAL	Clarity	NONE
TRUE	V19070	SURGERY AND RECOVERY SERVICES	3/2/2007	07B054074	DIGITAL CAPTURE DEVICE	MAIN	STRYKER MEDICAL	SDC HD	NONE
TRUE	V25024	SURGERY AND RECOVERY SERVICES	6/25/2017	1505401313	WASTE DISPOSAL UNIT	MAIN	STRYKER MEDICAL	NEPTUNE 2	NON HIGH RISK
TRUE	V23528	SURGERY AND RECOVERY SERVICES	1/28/2017	1606202113	TOURNIQUET PNEUMATIC	MAIN	STRYKER MEDICAL	SMARTPUMP DUAL CHANNEL	NON HIGH RISK
TRUE	V20649	SURGERY AND RECOVERY SERVICES		1111129625	ELECTROSURGICAL UNIT BIPOLAR	MAIN	ETHICON / A JOHNSON & JOHNSON CO	GEN11	NON HIGH RISK
TRUE	V21706	SURGERY AND RECOVERY SERVICES		D030956	INFUSION PUMP SYRINGE	MAIN	BARD MEDICAL DIV C R BARD INC	INFUSOR	NON HIGH RISK
TRUE	V21159	SURGERY AND RECOVERY SERVICES		DE512A5462	MODULE MULTIPARAMETER	MAIN	PHILIPS MEDICAL SYSTEMS	M3001A	NON HIGH RISK
TRUE	V19913	SURGERY AND RECOVERY SERVICES		453561193195	TRANSDUCER, ULTRASONIC, TRANSESOPHAGEAL, ECHOCARDIOGRAPHY	MAIN	PHILIPS MEDICAL SYSTEMS	X7-2T (3D TEE PROBE)	NONE
TRUE	V20722	SURGERY AND RECOVERY SERVICES		DE11006579	MODULE EEG/EMG	MAIN	PHILIPS MEDICAL SYSTEMS	M1034A	NON HIGH RISK
TRUE	V25074	SURGERY AND RECOVERY SERVICES	11/12/2017	6637102391	MICROSCOPE LIGHT OPERATING	MAIN	Zeiss	OPMI PENTERO 900	NON HIGH RISK
TRUE	V20733	SURGERY AND RECOVERY SERVICES		DE34707122	MODULE HEMODYNAMIC EXTENSION	MAIN	PHILIPS MEDICAL SYSTEMS	M3012A	NON HIGH RISK
TRUE	V20639	SURGERY AND RECOVERY SERVICES		D05003165	INFUSION PUMP	MAIN	RITA MEDICAL SYSTEM INC.	INTELLIFLOW INFUSION PUMP	NON HIGH RISK
TRUE	V21199	SURGERY AND RECOVERY SERVICES		9915AY2OMS4980021	UPS	MAIN	TRIPP-LITE	OMNISMART 350HG	NON HIGH RISK
TRUE	V21185	SURGERY AND RECOVERY SERVICES		NSNV21185	UPS	MAIN	TRIPP-LITE	OMNISMART 350HG	NON HIGH RISK
TRUE	V23141	SURGERY AND RECOVERY SERVICES		5130H29028	MODULE, ANESTHETIC GAS	MAIN	PHILIPS MEDICAL SYSTEMS	M1026B	NON HIGH RISK
TRUE	V22668	SURGERY AND RECOVERY SERVICES		5130H28833	MODULE, ANESTHETIC GAS	MAIN	PHILIPS MEDICAL SYSTEMS	M1026B	NON HIGH RISK
TRUE	V19788	SURGERY AND RECOVERY SERVICES	3/11/2010	4323A22311	MODULE, ANESTHETIC GAS	MAIN	PHILIPS MEDICAL SYSTEMS	M1026B	NON HIGH RISK
TRUE	V20847	SURGERY AND RECOVERY SERVICES		DE512A5461	MODULE MULTIPARAMETER	MAIN	PHILIPS MEDICAL SYSTEMS	M3001A	NON HIGH RISK
TRUE	V25562	SURGERY AND RECOVERY SERVICES		6781	ANALYZER BLOOD GAS	MAIN	EPOCAL INC	EPOC Reader	NON HIGH RISK
TRUE	V25565	SURGERY AND RECOVERY SERVICES		ARYN-0107	ANESTHESIA VAPORIZER	MAIN	DRAEGER MEDICAL INC	D Vapor	NON HIGH RISK
TRUE	V25571	SURGERY AND RECOVERY SERVICES	2/27/2017	SVPSVP264C0381	MONITOR LCD	MAIN	STRYKER MEDICAL	SYNK 26	NON HIGH RISK
TRUE	VT2956	SURGERY AND RECOVERY SERVICES		WNOE000336	ELECTROSURGICAL UNIT	MAIN	SMITH & NEPHEW	RF20000	NON HIGH RISK
TRUE	VT2955	SURGERY AND RECOVERY SERVICES		1710CE1226	IRRIGATION/DISTENTION SYSTEM	MAIN	SMITH & NEPHEW	A127	NON HIGH RISK
TRUE	V20777	SURGERY AND RECOVERY SERVICES		9915AY0OM749800003	UPS	MAIN	TRIPP-LITE	OMNISMART 350HG	NON HIGH RISK
TRUE	V20725	SURGERY AND RECOVERY SERVICES		DE34707118	MODULE HEMODYNAMIC EXTENSION	MAIN	PHILIPS MEDICAL SYSTEMS	M3012A	NON HIGH RISK
TRUE	V20710	SURGERY AND RECOVERY SERVICES		434890005	LIGHT SURGICAL	MAIN	STERIS CORP.	POLARIS	NON HIGH RISK

TRUE	V20712	SURGERY AND RECOVERY SERVICES	015-036	TABLE EXAM TREATMENT	MAIN	MEDISPEC LTD	TT-4 AXIS	NON HIGH RISK
TRUE	V20713	SURGERY AND RECOVERY SERVICES	B435494042	TABLE OPERATING	MAIN	STERIS CORP.	3080 SP	NON HIGH RISK
TRUE	V20709	SURGERY AND RECOVERY SERVICES	434890006	LIGHT SURGICAL	MAIN	STERIS CORP.	POLARIS	NON HIGH RISK
TRUE	V25220	SURGERY AND RECOVERY SERVICES	2/27/2017 17B505564 114F030454	LIGHT SOURCE, FIBEROPTIC	MAIN	STRYKER MEDICAL	L9000	NON HIGH RISK
TRUE	V20723	SURGERY AND RECOVERY SERVICES	4227A44955	MODULE PRINTER	MAIN	PHILIPS MEDICAL SYSTEMS	M1116B	NON HIGH RISK
TRUE	V20648	SURGERY AND RECOVERY SERVICES	1111129637	ELECTROSURGICAL UNIT BIPOLAR	MAIN	ETHICON / A JOHNSON & JOHNSON CO	GEN11	NON HIGH RISK
TRUE	V22466	SURGERY AND RECOVERY SERVICES	NTC58997	CONTROLLER, SURGICAL HANDPIECE	MAIN	MEDTRONIC INC.	INTEGRATED POWER CONSOLE (EC300)	NONE
TRUE	V20638	SURGERY AND RECOVERY SERVICES	20040236	WARMER BLOOD SOLUTION	MAIN	LEVEL 1	H-1200	NON HIGH RISK
TRUE	V20705	SURGERY AND RECOVERY SERVICES	DE50234343	MODULE RACK	MAIN	PHILIPS MEDICAL SYSTEMS	FMS-8	NON HIGH RISK
TRUE	V20724	SURGERY AND RECOVERY SERVICES	DE80SJ5370	MODULE INVASIVE BP	MAIN	PHILIPS MEDICAL SYSTEMS	M1006B	NON HIGH RISK
TRUE	V20662	SURGERY AND RECOVERY SERVICES	DE50234382	MODULE RACK	MAIN	PHILIPS MEDICAL SYSTEMS	FMS-8	NON HIGH RISK
TRUE	V20641	SURGERY AND RECOVERY SERVICES	119-43919	CURING UNIT, DENTAL, ACRYLIC	MAIN	DENTSPLY CAULK DIVISION	GEN119	NONE
TRUE	V20652	SURGERY AND RECOVERY SERVICES	119-1521	CURING UNIT, DENTAL, ACRYLIC	MAIN	DENTSPLY CAULK DIVISION	GEN119	NONE
TRUE	V20654	SURGERY AND RECOVERY SERVICES	DK050120	TOURNIQUET PNEUMATIC	MAIN	ZIMMER INC.	ATS 2000	NON HIGH RISK
TRUE	V20666	SURGERY AND RECOVERY SERVICES	4227A44961	MODULE PRINTER	MAIN	PHILIPS MEDICAL SYSTEMS	M1116B	NON HIGH RISK
TRUE	V20704	SURGERY AND RECOVERY SERVICES	DE11006590	MODULE EEG/EMG	MAIN	PHILIPS MEDICAL SYSTEMS	M1034A	NON HIGH RISK
TRUE	V22791	SURGERY AND RECOVERY SERVICES	45719	BATTERY CHARGER	MAIN	SYNTHES INC.	UNIVERSAL CHARGER 2	NON HIGH RISK
TRUE	V20653	SURGERY AND RECOVERY SERVICES	BG029217	TOURNIQUET PNEUMATIC	MAIN	ZIMMER INC.	ATS 1500	NON HIGH RISK
TRUE	V20657	SURGERY AND RECOVERY SERVICES	51307	WARMER FLUID SOLUTIONS	MAIN	OR SOLUTIONS, INC.	OR5-2066R	NON HIGH RISK
TRUE	V20665	SURGERY AND RECOVERY SERVICES	DE11006583	MODULE EEG/EMG	MAIN	PHILIPS MEDICAL SYSTEMS	M1034A	NON HIGH RISK
TRUE	V20664	SURGERY AND RECOVERY SERVICES	AG0M350KSR57HG	UPS	MAIN	TRIPP-LITE	OMNISMART 350HG	NON HIGH RISK
TRUE	V20706	SURGERY AND RECOVERY SERVICES	9915AY00M749800013	UPS	MAIN	TRIPP-LITE	OMNISMART 350HG	NON HIGH RISK
TRUE	V22798	SURGERY AND RECOVERY SERVICES	B413997023	TABLE OPERATING	MAIN	STERIS CORP.	3080 RL	NON HIGH RISK
TRUE	V20661	SURGERY AND RECOVERY SERVICES	4227A44962	MODULE PRINTER	MAIN	PHILIPS MEDICAL SYSTEMS	M1116B	NON HIGH RISK
TRUE	V22714	SURGERY AND RECOVERY SERVICES	D030955	INFUSION PUMP SYRINGE	MAIN	BAXTER HEALTHCARE LTD.	INFUS OR	NON HIGH RISK
TRUE	V20647	SURGERY AND RECOVERY SERVICES	1567097	AMALGAMATOR	MAIN	IVOCLAR VIVADENT	SILAMAT S5	NON HIGH RISK
TRUE	V20650	SURGERY AND RECOVERY SERVICES	0104595-05	STERILIZER	MAIN	STERIS CORP.	V-116	NON HIGH RISK
TRUE	V20643	SURGERY AND RECOVERY SERVICES	434890004	LIGHT SURGICAL	MAIN	STERIS CORP.	POLARIS	NON HIGH RISK
TRUE	V22679	SURGERY AND RECOVERY SERVICES	MY71-JH109X	PRINTER	MAIN	HEWLETT-PACKARD	PHOTOSMART D7160	NON HIGH RISK
TRUE	V22645	SURGERY AND RECOVERY SERVICES	434790040	LIGHT SURGICAL	MAIN	STERIS CORP.	POLARIS	NON HIGH RISK
TRUE	V22799	SURGERY AND RECOVERY SERVICES	B436194087	TABLE OPERATING	MAIN	STERIS CORP.	3080 SP	NON HIGH RISK
TRUE	V20902	SURGERY AND RECOVERY SERVICES	MD1105-EQ2-2	STIMULATOR NEUROMUSCULAR	MAIN	B Braun/McGaw	Stimuplex HNS 12	NON HIGH RISK
TRUE	V22782	SURGERY AND RECOVERY SERVICES	41303	OXYGEN-AIR PROPORTIONER	MAIN	SECHRIST INDUSTRIES INC	164235	NONE
TRUE	V22779	SURGERY AND RECOVERY SERVICES	NTC60040	CONTROLLER, SURGICAL HANDPIECE	MAIN	MEDTRONIC INC.	EC300RF (REFURBISHED)	NONE
TRUE	V22646	SURGERY AND RECOVERY SERVICES	413597010	LIGHT SURGICAL	MAIN	STERIS CORP.	SQ240	NON HIGH RISK
TRUE	V22656	SURGERY AND RECOVERY SERVICES	657	ANALYZER BLOOD GAS	MAIN	EPOCAL INC	EPOC Reader	NON HIGH RISK
TRUE	V22657	SURGERY AND RECOVERY SERVICES	1636	ANALYZER BLOOD GAS	MAIN	EPOCAL INC	EPOC Reader	NON HIGH RISK
TRUE	V22638	SURGERY AND RECOVERY SERVICES	D040821	INFUSION PUMP SYRINGE	MAIN	BAXTER HEALTHCARE LTD.	INFUS OR	NON HIGH RISK
TRUE	V22639	SURGERY AND RECOVERY SERVICES	D040809	INFUSION PUMP SYRINGE	MAIN	BAXTER HEALTHCARE LTD.	INFUS OR	NON HIGH RISK
TRUE	V22696	SURGERY AND RECOVERY SERVICES	N05955831	STEREOTACTIC SYSTEM, NEUROSURGICAL, FRAMELESS	MAIN	MEDTRONIC NAVIGATION INC	STEALTH STATION S7	NONE
TRUE	V22641	SURGERY AND RECOVERY SERVICES	10105-0214	ANGIOPLASTY SYSTEM, ATHERECTOMY	MAIN	BAYER HEALTH CARE	JETSTREAM	NONE
TRUE	V22660	SURGERY AND RECOVERY SERVICES	S101402300	WARMER BLOOD SOLUTION	MAIN	SMITHS MEDICAL INC	HL90A	NON HIGH RISK
TRUE	V20903	SURGERY AND RECOVERY SERVICES	H05E21805-1	TESTER BATTERY	MAIN	ZOLL MEDICAL	BASE POWERCHARGER 4X4	NON HIGH RISK
TRUE	V20869	SURGERY AND RECOVERY SERVICES	0S3000698	TRANSILLUMINATOR	MAIN	MIRA, INC.	OS3000	NON HIGH RISK
TRUE	V22640	SURGERY AND RECOVERY SERVICES	03FGVIN	TRANSDUCER, ULTRASONIC, TRANSESOPHAGEAL, ECHOCARDIOGRAPHY	MAIN	PHILIPS MEDICAL SYSTEMS	X7-2T (3D TEE PROBE)	NONE
TRUE	V22661	SURGERY AND RECOVERY SERVICES	AETH18074	ANESTHESIA VAPORIZER	MAIN	DATEX-OHMEDA INC DIV GE HEALTHCARE	TEC 6	NON HIGH RISK
TRUE	V20757	SURGERY AND RECOVERY SERVICES	03269Y	MONITOR LCD	MAIN	PIXELINK	MEDIFLAT 12	NON HIGH RISK
TRUE	V20854	SURGERY AND RECOVERY SERVICES	0511CE146	INSUFFLATOR, LAPAROSCOPIC	MAIN	STRYKER MEDICAL	40I CORE	NONE
TRUE	V20904	SURGERY AND RECOVERY SERVICES	T05G72310	DEFIBRILLATOR	MAIN	ZOLL MEDICAL	M SERIES	CRITICAL - LIFE SUPPORT
TRUE	V20901	SURGERY AND RECOVERY SERVICES	DA000783-1	MONITORING SYSTEM, PHYSIOLOGIC, ACUTE CARE	MAIN	WELCH ALLYN INC	PROPAQ206EL	NONE
TRUE	V20911	SURGERY AND RECOVERY SERVICES	D040804	INFUSION PUMP SYRINGE	MAIN	BAXTER HEALTHCARE LTD.	INFUS OR	NON HIGH RISK
TRUE	V20909	SURGERY AND RECOVERY SERVICES	de34707121	MODULE MULTIPARAMETER	MAIN	PHILIPS MEDICAL SYSTEMS	M3001A	NON HIGH RISK
TRUE	V20867	SURGERY AND RECOVERY SERVICES	12983A	ELECTROSURGICAL UNIT	MAIN	VALLEYLAB INC.	FORCE FXC	NON HIGH RISK
TRUE	V20879	SURGERY AND RECOVERY SERVICES	5405023-0520021	UPS	MAIN	POWERVAR, INC.	ABCE500-11IEC	NON HIGH RISK
TRUE	V20908	SURGERY AND RECOVERY SERVICES	MLV9B101320	ULTRASOUND TRANSDUCER	MAIN	MINDRAY	7L4S	NON HIGH RISK
TRUE	V20892	SURGERY AND RECOVERY SERVICES	434790004	LIGHT SURGICAL	MAIN	STERIS CORP.	POLARIS	NON HIGH RISK
TRUE	V20900	SURGERY AND RECOVERY SERVICES	DE52037111	MONITOR PATIENT	MAIN	PHILIPS MEDICAL SYSTEMS	MP70	NON HIGH RISK
TRUE	V20893	SURGERY AND RECOVERY SERVICES	419192045	TABLE OPERATING	MAIN	STERIS CORP.	3080 RL	NON HIGH RISK
TRUE	V20836	SURGERY AND RECOVERY SERVICES	FOB 12996A	ELECTROSURGICAL UNIT	MAIN	VALLEYLAB INC.	FORCE FXC	NON HIGH RISK
TRUE	V20842	SURGERY AND RECOVERY SERVICES	DE50234367	MODULE RACK	MAIN	PHILIPS MEDICAL SYSTEMS	FMS-8	NON HIGH RISK
TRUE	V20864	SURGERY AND RECOVERY SERVICES	9509B10140001	ELECTROSURGICAL UNIT ARGON	MAIN	CONMED CORP.	6000	NON HIGH RISK
TRUE	V20851	SURGERY AND RECOVERY SERVICES	DL1426	LITHOTRIPTER	MAIN	KARL STORZ ENDOSCOPY-AMERICA INC	27610020	NON HIGH RISK
TRUE	V20852	SURGERY AND RECOVERY SERVICES	1112CE331	IRRIGATION/DISTENTION SYSTEM, ARTHROSCOPIC	MAIN	STRYKER MEDICAL	FLOCONTROL	NONE
TRUE	V20894	SURGERY AND RECOVERY SERVICES	D030755	INFUSION PUMP SYRINGE	MAIN	BARD MEDICAL DIV C R BARD INC	INFUSOR	NON HIGH RISK
TRUE	V20898	SURGERY AND RECOVERY SERVICES	4227A44956	MODULE PRINTER	MAIN	PHILIPS MEDICAL SYSTEMS	M1116B	NON HIGH RISK
TRUE	V20832	SURGERY AND RECOVERY SERVICES	SVE21780071	MONITOR LCD	MAIN	STRYKER MEDICAL	VISION ELECT HD	NON HIGH RISK
TRUE	V20872	SURGERY AND RECOVERY SERVICES	825	CURING UNIT, DENTAL, ACRYLIC	MAIN	AXIS DENTAL	SOFT CURE OVEN	NONE
TRUE	V20895	SURGERY AND RECOVERY SERVICES	KK001819	SMOKE EVACUATOR	MAIN	VALLEYLAB INC.	OPTIMUMM	NON HIGH RISK
TRUE	V20835	SURGERY AND RECOVERY SERVICES	XEN1-2225	LIGHT SOURCE, FIBEROPTIC	MAIN	CIRCON CORPORATION	MV-9086	NON HIGH RISK

TRUE	V20839	SURGERY AND RECOVERY SERVICES		991SAY0OM749800196	UPS	MAIN	TRIPP-LITE	OMNISMART 350HG	NON HIGH RISK
TRUE	V20846	SURGERY AND RECOVERY SERVICES		DE34707145	MODULE HEMODYNAMIC EXTENSION	MAIN	PHILIPS MEDICAL SYSTEMS	M3012A	NON HIGH RISK
TRUE	V20834	SURGERY AND RECOVERY SERVICES		4335	WARMING UNIT, MULTIPURPOSE	MAIN	Olympic Medical	56940	NONE
TRUE	V20857	SURGERY AND RECOVERY SERVICES		33110740	STERILIZER PLASMA	MAIN	ASP (ADVANCED STERILIZATION PRODUCTS)	STERRAD NX	NON HIGH RISK
TRUE	V20876	SURGERY AND RECOVERY SERVICES		4227A44951	MODULE PRINTER	MAIN	PHILIPS MEDICAL SYSTEMS	M1116B	NON HIGH RISK
TRUE	V20877	SURGERY AND RECOVERY SERVICES		DE11006553	MODULE EEG/EMG	MAIN	PHILIPS MEDICAL SYSTEMS	M1034A	NON HIGH RISK
TRUE	V20897	SURGERY AND RECOVERY SERVICES		DE11006586	MODULE EEG/EMG	MAIN	PHILIPS MEDICAL SYSTEMS	M1034A	NON HIGH RISK
TRUE	V20756	SURGERY AND RECOVERY SERVICES		991SAY0OM749800064	UPS	MAIN	TRIPP-LITE	OMNISMART 350HG	NON HIGH RISK
TRUE	V20762	SURGERY AND RECOVERY SERVICES		991SAY0OM749800020	UPS	MAIN	TRIPP-LITE	OMNISMART 350HG	NON HIGH RISK
TRUE	V20776	SURGERY AND RECOVERY SERVICES		DE34707170	MODULE HEMODYNAMIC EXTENSION	MAIN	PHILIPS MEDICAL SYSTEMS	M3012A	NON HIGH RISK
TRUE	V20837	SURGERY AND RECOVERY SERVICES		DE34707171	MODULE HEMODYNAMIC EXTENSION	MAIN	PHILIPS MEDICAL SYSTEMS	M3012A	NON HIGH RISK
TRUE	V20838	SURGERY AND RECOVERY SERVICES		DE512A5457	MODULE MULTIPARAMETER	MAIN	PHILIPS MEDICAL SYSTEMS	M3001A	NON HIGH RISK
TRUE	V20841	SURGERY AND RECOVERY SERVICES		4227A44958	MODULE PRINTER	MAIN	PHILIPS MEDICAL SYSTEMS	M1116B	NON HIGH RISK
TRUE	V20767	SURGERY AND RECOVERY SERVICES		DE34707117	MODULE HEMODYNAMIC EXTENSION	MAIN	PHILIPS MEDICAL SYSTEMS	M3012A	NON HIGH RISK
TRUE	V20772	SURGERY AND RECOVERY SERVICES		4227A44957	MODULE PRINTER	MAIN	PHILIPS MEDICAL SYSTEMS	M1116B	NON HIGH RISK
TRUE	V20755	SURGERY AND RECOVERY SERVICES		DE50234329	MODULE RACK	MAIN	PHILIPS MEDICAL SYSTEMS	FMS-8	NON HIGH RISK
TRUE	V20765	SURGERY AND RECOVERY SERVICES		DE50234383	MODULE RACK	MAIN	PHILIPS MEDICAL SYSTEMS	FMS-8	NON HIGH RISK
TRUE	V20768	SURGERY AND RECOVERY SERVICES		BH46HCEP300173L	MONITOR LCD	MAIN	SAMSUNG ELECTRONICS AMERICA	SYNCMASTER 460PX	NON HIGH RISK
TRUE	V20747	SURGERY AND RECOVERY SERVICES		11069704	STERILIZER	MAIN	STERIS CORP.	CENTURY V-116 PRE VAC	NON HIGH RISK
TRUE	V20744	SURGERY AND RECOVERY SERVICES		DE34707146	MODULE HEMODYNAMIC EXTENSION	MAIN	PHILIPS MEDICAL SYSTEMS	M3012A	NON HIGH RISK
TRUE	V20737	SURGERY AND RECOVERY SERVICES		10-10070	OXIMETER, CEREBRAL	MAIN	SOMANETICS CORP	INVOS	NON HIGH RISK
TRUE	V20745	SURGERY AND RECOVERY SERVICES		DE512A1115	MODULE MULTIPARAMETER	MAIN	PHILIPS MEDICAL SYSTEMS	M3001A	NON HIGH RISK
TRUE	V20753	SURGERY AND RECOVERY SERVICES		4227A44959	MODULE PRINTER	MAIN	PHILIPS MEDICAL SYSTEMS	M1116B	NON HIGH RISK
TRUE	V20763	SURGERY AND RECOVERY SERVICES		4227A44953	MODULE PRINTER	MAIN	PHILIPS MEDICAL SYSTEMS	M1116B	NON HIGH RISK
TRUE	V20764	SURGERY AND RECOVERY SERVICES		DE11006584	MODULE EEG/EMG	MAIN	PHILIPS MEDICAL SYSTEMS	M1034A	NON HIGH RISK
TRUE	V20742	SURGERY AND RECOVERY SERVICES		3805G30682	MODULE CARDIAC OUTPUT	MAIN	PHILIPS MEDICAL SYSTEMS	M1012A	NON HIGH RISK
TRUE	V20729	SURGERY AND RECOVERY SERVICES		DE50234387	MODULE RACK	MAIN	PHILIPS MEDICAL SYSTEMS	FMS-8	NON HIGH RISK
TRUE	V20735	SURGERY AND RECOVERY SERVICES		4485	REGULATOR	MAIN	BAXTER HEALTHCARE LTD.	EASYSPRAY	NONE
TRUE	V20736	SURGERY AND RECOVERY SERVICES		991SAY0OM749800004	UPS	MAIN	TRIPP-LITE	OMNISMART 350HG	NON HIGH RISK
TRUE	V20740	SURGERY AND RECOVERY SERVICES		4227A44950	MODULE PRINTER	MAIN	PHILIPS MEDICAL SYSTEMS	M1116B	NON HIGH RISK
TRUE	V20741	SURGERY AND RECOVERY SERVICES		DE11006550	MODULE EEG/EMG	MAIN	PHILIPS MEDICAL SYSTEMS	M1034A	NON HIGH RISK
TRUE	V23110	SURGERY AND RECOVERY SERVICES		5130H29072	MODULE, ANESTHETIC GAS	MAIN	PHILIPS MEDICAL SYSTEMS	M1026B	NON HIGH RISK
TRUE	V23136	SURGERY AND RECOVERY SERVICES		5130H29081	MODULE, ANESTHETIC GAS	MAIN	PHILIPS MEDICAL SYSTEMS	M1026B	NON HIGH RISK
TRUE	V23127	SURGERY AND RECOVERY SERVICES		HK15M092166	PUMP, INFILTRATION	MAIN	HK SURGICAL	KIP-II	NONE
TRUE	V20731	SURGERY AND RECOVERY SERVICES		DE11006587	MODULE EEG/EMG	MAIN	PHILIPS MEDICAL SYSTEMS	M1034A	NON HIGH RISK
TRUE	V20732	SURGERY AND RECOVERY SERVICES		DE805J5384	MODULE INVASIVE BP	MAIN	PHILIPS MEDICAL SYSTEMS	M1006B	NON HIGH RISK
TRUE	V20734	SURGERY AND RECOVERY SERVICES		DE512A5458	MODULE MULTIPARAMETER	MAIN	PHILIPS MEDICAL SYSTEMS	M3001A	NON HIGH RISK
TRUE	V21194	SURGERY AND RECOVERY SERVICES		9915AY 0OM749800014	UPS	MAIN	TRIPP-LITE	OMNISMART 350HG	NON HIGH RISK
TRUE	V21168	SURGERY AND RECOVERY SERVICES		94F135	AUTOTRANSFUSION UNIT, BLOOD PROCESSING	MAIN	HAEMONETICS CORP.	CELL SAVER 5	NONE
TRUE	V21197	SURGERY AND RECOVERY SERVICES		DE512A5467	MODULE MULTIPARAMETER	MAIN	PHILIPS MEDICAL SYSTEMS	M3001A	NON HIGH RISK
TRUE	VT2883	SURGERY AND RECOVERY SERVICES		NX7614UF	IRRIGATION/DISTENTION SYSTEM, ARTHROSCOPIC	MAIN	ARTHREX INC.	DUAL WAVE FLUID MANAGEMENT SYSTEM	NONE
TRUE	V21153	SURGERY AND RECOVERY SERVICES		434790074	LIGHT SURGICAL	MAIN	STERIS CORP.	POLARIS	NON HIGH RISK
TRUE	V23150	SURGERY AND RECOVERY SERVICES		2285	CARDIOPLEGIA FLUID DELIVERY PUMP	MAIN	QUEST MEDICAL INC.	MPS	NONE
TRUE	V21160	SURGERY AND RECOVERY SERVICES		434890070	TABLE OPERATING	MAIN	STERIS CORP.	3080 RL	NON HIGH RISK
TRUE	V21195	SURGERY AND RECOVERY SERVICES		MD1105	STIMULATOR NEUROMUSCULAR	MAIN	B Braun/McGaw	Stimuplex HNS 12	NON HIGH RISK
TRUE	V21196	SURGERY AND RECOVERY SERVICES		DE50234385	MODULE RACK	MAIN	PHILIPS MEDICAL SYSTEMS	FMS-8	NON HIGH RISK
TRUE	V21163	SURGERY AND RECOVERY SERVICES		OH4-63411	MICROSCOPE LIGHT OPERATING	MAIN	LEICA MICROSYSTEMS, INC.	M525 OH4	NON HIGH RISK
TRUE	V5763	SURGERY AND RECOVERY SERVICES	7/6/1992	2940	DRILL BONE	MAIN	Hall Surgical	5040-20	NON HIGH RISK
TRUE	VT4679	SURGERY AND RECOVERY SERVICES		MAG1001282	SEPARATOR, PLATELET	MAIN	ARTERIOCYTE	MAGELLAN	NONE
TRUE	V19082	SURGERY AND RECOVERY SERVICES	3/8/2007	MY62F3W0P4	PRINTER	MAIN	HEWLETT-PACKARD	PHOTOSMART 8250	NON HIGH RISK
TRUE	V21146	SURGERY AND RECOVERY SERVICES		20147	ULTRASOUND POINT OF CARE	MAIN	DYMAX CORPORATION	SITE RITE 2	NON HIGH RISK
TRUE	V21148	SURGERY AND RECOVERY SERVICES		031MFF	ULTRASOUND POINT OF CARE	MAIN	SONOSITE INC	180 PLUS	NON HIGH RISK
TRUE	V21165	SURGERY AND RECOVERY SERVICES		413497015	LIGHT SURGICAL	MAIN	STERIS CORP.	SQ240	NON HIGH RISK
TRUE	V21145	SURGERY AND RECOVERY SERVICES		1035092	ASPIRATOR	MAIN	MEDELA INC	BASIC 30	NON HIGH RISK
TRUE	V21161	SURGERY AND RECOVERY SERVICES		KK001960	SMOKE EVACUATOR	MAIN	VALLEYLAB INC.	OPTIMUMM	NON HIGH RISK
TRUE	V21155	SURGERY AND RECOVERY SERVICES		DE11006580	MODULE EEG/EMG	MAIN	PHILIPS MEDICAL SYSTEMS	M1034A	NON HIGH RISK
TRUE	V21158	SURGERY AND RECOVERY SERVICES		DE34707133	MODULE HEMODYNAMIC EXTENSION	MAIN	PHILIPS MEDICAL SYSTEMS	M3012A	NON HIGH RISK
TRUE	V21164	SURGERY AND RECOVERY SERVICES		BBJFS070	UROFLOWMETER	MAIN	BARD MEDICAL DIV C R BARD INC	CRITICORE	NON HIGH RISK
TRUE	V21189	SURGERY AND RECOVERY SERVICES		DE512A5460	MODULE MULTIPARAMETER	MAIN	PHILIPS MEDICAL SYSTEMS	M3001A	NON HIGH RISK
TRUE	V21152	SURGERY AND RECOVERY SERVICES		1M1165A218	LIGHT SOURCE, FIBEROPTIC	MAIN	OLYMPUS AMERICA, INC.	XLS	NON HIGH RISK
TRUE	V21193	SURGERY AND RECOVERY SERVICES		DE34707168	MODULE HEMODYNAMIC EXTENSION	MAIN	PHILIPS MEDICAL SYSTEMS	M3012A	NON HIGH RISK
TRUE	V19077	SURGERY AND RECOVERY SERVICES	3/2/2007	070206AD038	CART, MEDICAL	MAIN	STRYKER MEDICAL	240-099-011	NONE
TRUE	V19079	SURGERY AND RECOVERY SERVICES	3/9/2007	07B054374	DIGITAL CAPTURE DEVICE	MAIN	STRYKER MEDICAL	SDC HD	NONE
TRUE	V19080	SURGERY AND RECOVERY SERVICES	3/8/2007	07B040684	CAMERA SYSTEM	MAIN	STRYKER MEDICAL	1188HD	NON HIGH RISK
TRUE	V19081	SURGERY AND RECOVERY SERVICES	3/8/2007	07A012194	LIGHT SOURCE, FIBEROPTIC	MAIN	STRYKER MEDICAL	X8000	NON HIGH RISK
TRUE	V19074	SURGERY AND RECOVERY SERVICES	3/2/2007	080925AM020	CART, OTHER	MAIN	STRYKER MEDICAL	VIDEO CART	NON HIGH RISK
TRUE	V19078	SURGERY AND RECOVERY SERVICES	3/8/2007	702CE021	INSUFFLATOR, LAPAROSCOPIC	MAIN	STRYKER MEDICAL	40L	NONE
TRUE	V23294	SURGERY AND RECOVERY SERVICES		12E053084	ENDOSCOPE CAMERA VIDEO	MAIN	STRYKER MEDICAL	1488 HD CAMERA	NON HIGH RISK
TRUE	V19815	SURGERY AND RECOVERY SERVICES	5/22/2010	MY753H11G504SC	PRINTER	MAIN	HEWLETT-PACKARD	PHOTOSMART D7160	NON HIGH RISK

TRUE	V21869	SURGERY AND RECOVERY SERVICES		476013	LIGHT SOURCE, FIBEROPTIC	MAIN	GRIESHABER & COMPANY, INC.	GLS	NON HIGH RISK
TRUE	V23392	SURGERY AND RECOVERY SERVICES		93569	PRINTER VIDEO	MAIN	STRYKER MEDICAL	SDP 1000	NON HIGH RISK
TRUE	V23388	SURGERY AND RECOVERY SERVICES		NDF9B000104	ULTRASOUND TRANSDUCER	MAIN	MINDRAY	L14-6s	NON HIGH RISK
TRUE	V19071	SURGERY AND RECOVERY SERVICES	3/8/2007	07B039334	ENDOSCOPE CAMERA VIDEO	MAIN	STRYKER MEDICAL	1088 HD CAMERA	NON HIGH RISK
TRUE	V19727	SURGERY AND RECOVERY SERVICES	10/12/2009	93565392	BETA/GAMMA DETECTOR	MAIN	NEOPROBE CORP	GDS	NONE
TRUE	V23324	SURGERY AND RECOVERY SERVICES		4323A23349	MODULE, ANESTHETIC GAS	MAIN	PHILIPS MEDICAL SYSTEMS	M1026B	NON HIGH RISK
TRUE	V19793	SURGERY AND RECOVERY SERVICES	3/17/2010	4323A21695	MODULE, ANESTHETIC GAS	MAIN	PHILIPS MEDICAL SYSTEMS	M1026B	NON HIGH RISK
TRUE	V23290	SURGERY AND RECOVERY SERVICES		TL200-4774	ELECTROSURGICAL UNIT BIPOLAR	MAIN	SALIENT SURGICAL TECHNOLOGIES INC	AQUAMANTYS	NON HIGH RISK
TRUE	V23342	SURGERY AND RECOVERY SERVICES		S101A64262	WARMER BLOOD SOLUTION	MAIN	LEVEL 1	HL-90	NON HIGH RISK
TRUE	V22955	SURGERY AND RECOVERY SERVICES		52493	PRINTER VIDEO	MAIN	SONY ELECTRONICS / MEDICAL SYSTEMS	UP-895MD	NON HIGH RISK
TRUE	V19792	SURGERY AND RECOVERY SERVICES	10/21/2007	SV2195B0041	MONITOR LCD	MAIN	STRYKER MEDICAL	SV-2	NON HIGH RISK
TRUE	V19703	SURGERY AND RECOVERY SERVICES	2/12/1999	41037	STIMULATOR NEUROMUSCULAR	MAIN	B Braun/McGaw	STIMUPLEX HNS 11	NON HIGH RISK
TRUE	V19670	SURGERY AND RECOVERY SERVICES	2/1/2009	5806182-E2	CIRCULATORY ASSIST UNIT, INTRA-AORTIC BALLOON	MAIN	DATASCOPE CORP.	CS300	CRITICAL - LIFE SUPPORT
TRUE	V19778	SURGERY AND RECOVERY SERVICES		60653	BATTERY CHARGER	MAIN	STRYKER MEDICAL	2110	NON HIGH RISK
TRUE	V23300	SURGERY AND RECOVERY SERVICES		2001 0358	WARMER BLOOD SOLUTION	MAIN	LEVEL 1	HL-90	NON HIGH RISK
TRUE	V22920	SURGERY AND RECOVERY SERVICES		2399	MONITOR, ARTERIAL, HEART-LUNG BYPASS	MAIN	SARNS/3M	16413 ARTERIAL MONITOR	NONE
TRUE	V19633	SURGERY AND RECOVERY SERVICES	1/3/1998	426702041	LIGHT SURGICAL	MAIN	STERIS CORP.	SQ240	NON HIGH RISK
TRUE	VT4867	SURGERY AND RECOVERY SERVICES		ARXL0672	ANESTHESIA VAPORIZER	MAIN	DRAEGER MEDICAL INC	D-VAPOR	NON HIGH RISK
TRUE	V19682	SURGERY AND RECOVERY SERVICES	5/11/2009	497	TABLE OPERATING	MAIN	STILLE	IMAGIQ	NON HIGH RISK
TRUE	V19522	SURGERY AND RECOVERY SERVICES	1/11/2005	AN000545001062	MONITOR LCD	MAIN	PHILIPS MEDICAL SYSTEMS	M8031B	NON HIGH RISK
TRUE	V19759	SURGERY AND RECOVERY SERVICES	11/25/2009	4614A26029	MODULE, ANESTHETIC GAS	MAIN	PHILIPS MEDICAL SYSTEMS	M1026B	NON HIGH RISK
TRUE	V19765	SURGERY AND RECOVERY SERVICES	12/10/2009	4323A24333	MODULE, ANESTHETIC GAS	MAIN	PHILIPS MEDICAL SYSTEMS	M1026B	NON HIGH RISK
TRUE	V19680	SURGERY AND RECOVERY SERVICES	5/21/2009	6908507156	CHAIR, EXAMINATION	MAIN	CARL ZEISS SURGICAL INC.	OP-STUHL	NON HIGH RISK
TRUE	V22932	SURGERY AND RECOVERY SERVICES		40008	WARMER FLUID SOLUTIONS	MAIN	OR SOLUTIONS, INC.	ORS-2038D	NON HIGH RISK
TRUE	V19624	SURGERY AND RECOVERY SERVICES	1/3/1998	417601018	LIGHT SURGICAL	MAIN	STERIS CORP.	SQ240	NON HIGH RISK
TRUE	V19625	SURGERY AND RECOVERY SERVICES	1/3/1998	417601028	LIGHT SURGICAL	MAIN	STERIS CORP.	SQ240	NON HIGH RISK
TRUE	V19627	SURGERY AND RECOVERY SERVICES	1/3/1998	426702024	LIGHT SURGICAL	MAIN	STERIS CORP.	SQ240	NON HIGH RISK
TRUE	V19628	SURGERY AND RECOVERY SERVICES	1/3/1998	426702020	LIGHT SURGICAL	MAIN	STERIS CORP.	SQ240	NON HIGH RISK
TRUE	V19596	SURGERY AND RECOVERY SERVICES	9/1/2003	022807-010	MODULE EQUIPMENT INTERFACE	MAIN	ATRICURE INC.	ASB3 SWITCH MATRIX	NON HIGH RISK
TRUE	V23017	SURGERY AND RECOVERY SERVICES		35835	WARMER PATIENT	MAIN	3M HEALTHCARE	750	NON HIGH RISK
TRUE	V19482	SURGERY AND RECOVERY SERVICES	3/6/2008	18100226SR	INFUSION PUMP SYRINGE	MAIN	BAXTER HEALTHCARE LTD.	INFUS OR	NON HIGH RISK
TRUE	V19483	SURGERY AND RECOVERY SERVICES	3/6/2008	18100378SR	INFUSION PUMP SYRINGE	MAIN	BAXTER HEALTHCARE LTD.	INFUS OR	NON HIGH RISK
TRUE	V19621	SURGERY AND RECOVERY SERVICES	3/6/2009	ASAC-0049	ANESTHESIA UNIT	MAIN	DRAEGER MEDICAL INC	APOLLO	CRITICAL - LIFE SUPPORT
TRUE	V22960	SURGERY AND RECOVERY SERVICES		F0D 12989A	ELECTROSURGICAL UNIT	MAIN	VALLEYLAB INC.	FORCE FXC	NON HIGH RISK
TRUE	V19517	SURGERY AND RECOVERY SERVICES		DE52004500	MONITOR PATIENT	MAIN	PHILIPS MEDICAL SYSTEMS	MP90 M8010A	NON HIGH RISK
TRUE	V19523	SURGERY AND RECOVERY SERVICES	1/11/2006	DE52004499	MONITOR PATIENT	MAIN	PHILIPS MEDICAL SYSTEMS	MP90 M8010A	NON HIGH RISK
TRUE	V23014	SURGERY AND RECOVERY SERVICES		35838	WARMER PATIENT	MAIN	3M HEALTHCARE	750	NON HIGH RISK
TRUE	V19502	SURGERY AND RECOVERY SERVICES	1/11/2006	4323A23349	MODULE, ANESTHETIC GAS	MAIN	PHILIPS MEDICAL SYSTEMS	M1026B	NON HIGH RISK
TRUE	V19519	SURGERY AND RECOVERY SERVICES	1/11/2006	AN000545001074	MONITOR LCD	MAIN	PHILIPS MEDICAL SYSTEMS	M8031B	NON HIGH RISK
TRUE	V22184	SURGERY AND RECOVERY SERVICES		MLV97101086	ULTRASOUND TRANSDUCER	MAIN	MINDRAY	7L4S	NON HIGH RISK
TRUE	V19499	SURGERY AND RECOVERY SERVICES	1/11/2006	DE52037139	MONITOR PATIENT	MAIN	PHILIPS MEDICAL SYSTEMS	MP70	NON HIGH RISK
TRUE	V19505	SURGERY AND RECOVERY SERVICES	1/11/2006	DE52037098	MONITOR PATIENT	MAIN	PHILIPS MEDICAL SYSTEMS	MP70	NON HIGH RISK
TRUE	V19508	SURGERY AND RECOVERY SERVICES	1/11/2006	DE52004501	MONITOR PATIENT	MAIN	PHILIPS MEDICAL SYSTEMS	MP90 M8010A	NON HIGH RISK
TRUE	V19512	SURGERY AND RECOVERY SERVICES	1/11/2006	DE52037113	MONITOR PATIENT	MAIN	PHILIPS MEDICAL SYSTEMS	MP70	NON HIGH RISK
TRUE	V19514	SURGERY AND RECOVERY SERVICES	1/11/2006	DE52037110	MONITOR PATIENT	MAIN	PHILIPS MEDICAL SYSTEMS	MP70	NON HIGH RISK
TRUE	VT2627	SURGERY AND RECOVERY SERVICES	2/26/2008	2001 0623	WARMER BLOOD SOLUTION	MAIN	LEVEL 1	HL-90	NON HIGH RISK
TRUE	V22095	SURGERY AND RECOVERY SERVICES		5040	REGULATOR	MAIN	BAXTER HEALTHCARE LTD.	EASYSPRAY	NONE
TRUE	V20307	SURGERY AND RECOVERY SERVICES		2006-0961	WARMER BLOOD SOLUTION	MAIN	LEVEL 1	HL-90	NON HIGH RISK
TRUE	V19418	SURGERY AND RECOVERY SERVICES	3/6/2008	b050844	INFUSION PUMP SYRINGE	MAIN	BAXTER HEALTHCARE LTD.	INFUS OR	NON HIGH RISK
TRUE	V19378	SURGERY AND RECOVERY SERVICES	2/14/2008	2161	ASPIRATOR	MAIN	BERKLEY ENGINEERING	VC-II	NON HIGH RISK
TRUE	V22185	SURGERY AND RECOVERY SERVICES		85D1299	DENTAL DELIVERY UNIT	MAIN	BEAVERSTATE DENTAL	S-4100	NON HIGH RISK
TRUE	V19500	SURGERY AND RECOVERY SERVICES	1/11/2006	4323A23310	MODULE, ANESTHETIC GAS	MAIN	PHILIPS MEDICAL SYSTEMS	M1026B	NON HIGH RISK
TRUE	V22093	SURGERY AND RECOVERY SERVICES		20135	ULTRASOUND POINT OF CARE	MAIN	DYMAX CORPORATION	SITE RITE 2	NON HIGH RISK
TRUE	V20306	SURGERY AND RECOVERY SERVICES		FCVD10582	INJECTOR, CONTRAST MEDIA	MAIN	FLOWCARDIA INC	FLOWMATE	NONE
TRUE	V20308	SURGERY AND RECOVERY SERVICES		1226901233	DRILL BONE	MAIN	STRYKER MEDICAL	CORE POWER DRIVER (5400-50)	NON HIGH RISK
TRUE	V19354	SURGERY AND RECOVERY SERVICES	1/31/2008	431194002	WARMING UNIT, MULTIPURPOSE	MAIN	STERIS CORP.	QDJ04 AMSCO	NONE
TRUE	V19379	SURGERY AND RECOVERY SERVICES		MY75BH10ST	PRINTER	MAIN	HEWLETT-PACKARD	PHOTOSMART D7160	NON HIGH RISK
TRUE	V22083	SURGERY AND RECOVERY SERVICES		EU0670	LIGHT SOURCE, FIBEROPTIC	MAIN	CIRCON CORPORATION	ALU-1B	NON HIGH RISK
TRUE	V20301	SURGERY AND RECOVERY SERVICES		1092005396	MONITOR LCD	MAIN	ELO TOUCHSYSTEMS, INC.	ET1528L	NON HIGH RISK
TRUE	V20304	SURGERY AND RECOVERY SERVICES		1108-1655	ANGIOPLASTY SYSTEM, ATHERECTOMY	MAIN	PATHWAY MEDICAL TECHNOLOGIES INC	PVCN100	NONE
TRUE	V19355	SURGERY AND RECOVERY SERVICES	1/31/2008	425997006	WARMING UNIT, MULTIPURPOSE	MAIN	STERIS CORP.	QDJ04	NONE
TRUE	V22108	SURGERY AND RECOVERY SERVICES		Cover all	LARYNGOSCOPE	MAIN	WELCH ALLYN INC	60813	NON HIGH RISK
TRUE	V22087	SURGERY AND RECOVERY SERVICES		434890010	LIGHT SURGICAL	MAIN	STERIS CORP.	POLARIS	NON HIGH RISK
TRUE	V22088	SURGERY AND RECOVERY SERVICES		434790028	LIGHT SURGICAL	MAIN	STERIS CORP.	POLARIS	NON HIGH RISK
TRUE	V21399	SURGERY AND RECOVERY SERVICES		12001	DETECTOR, FLUID LEVEL, HEART-LUNG BYPASS UNIT	MAIN	TERUMO	CE-601 CAPIOX	NONE
TRUE	V21411	SURGERY AND RECOVERY SERVICES		94F241	AUTOTRANSFUSION UNIT, BLOOD PROCESSING	MAIN	HAEMONETICS CORP.	CELL SAVER 5	NONE
TRUE	V22007	SURGERY AND RECOVERY SERVICES		DE512A5466	MODULE MULTIPARAMETER	MAIN	PHILIPS MEDICAL SYSTEMS	M3001A	NON HIGH RISK
TRUE	V22034	SURGERY AND RECOVERY SERVICES		40251	WARMER FLUID SOLUTIONS	MAIN	OR SOLUTIONS, INC.	ORS-2038D	NON HIGH RISK
TRUE	V22035	SURGERY AND RECOVERY SERVICES		H4611	BLOOD FLOW DETECTOR, ULTRASONIC	MAIN	MEDASONICS INC.	D8 VERSATONE	NONE

TRUE	V22082	SURGERY AND RECOVERY SERVICES	EU0662	LIGHT SOURCE, FIBEROPTIC	MAIN	CIRCON CORPORATION	ALU-1B	NON HIGH RISK
TRUE	V21414	SURGERY AND RECOVERY SERVICES	107299	LIGHT SOURCE, FIBEROPTIC	MAIN	LUXTEC CORP	9300	NON HIGH RISK
TRUE	V21397	SURGERY AND RECOVERY SERVICES	99155AY0OM749800012	UPS	MAIN	TRIPP-LITE	OMNISMART 350HG	NON HIGH RISK
TRUE	V22913	SURGERY AND RECOVERY SERVICES	1455	PUMP, EXTRACORPOREAL PERFUSION	MAIN	TERUMO	8000	NON HIGH RISK
TRUE	V21406	SURGERY AND RECOVERY SERVICES	12291	PUMP, EXTRACORPOREAL PERFUSION	MAIN	3M HEALTHCARE	16395	NON HIGH RISK
TRUE	V22915	SURGERY AND RECOVERY SERVICES	12257	PUMP, EXTRACORPOREAL PERFUSION	MAIN	3M HEALTHCARE	16395	NON HIGH RISK
TRUE	V22916	SURGERY AND RECOVERY SERVICES	12297	PUMP, EXTRACORPOREAL PERFUSION	MAIN	3M HEALTHCARE	16395	NON HIGH RISK
TRUE	V21409	SURGERY AND RECOVERY SERVICES	3189	MONITOR, CARDIOPLEGIA, HEART-LUNG BYPASS	MAIN	SARNS/3M	16414 CARDIOPLEDGIA MONITOR	NONE
TRUE	V21402	SURGERY AND RECOVERY SERVICES	1203	CALIBRATOR	MAIN	TERUMO	CDI 540	NON HIGH RISK
TRUE	V21404	SURGERY AND RECOVERY SERVICES	13705	PUMP, EXTRACORPOREAL PERFUSION	MAIN	3M HEALTHCARE	16395	NON HIGH RISK
TRUE	V22391	SURGERY AND RECOVERY SERVICES	AES538008	ANESTHESIA VAPORIZER	MAIN	DATEX-OHMEDA INC DIV GE HEALTHCARE	TEC 6	NON HIGH RISK
TRUE	V21407	SURGERY AND RECOVERY SERVICES	1615	HEART LUNG BYPASS UNIT	MAIN	TERUMO	SARNS PERFUSION SYSTEM 8000 S	CRITICAL - LIFE SUPPORT
TRUE	V21390	SURGERY AND RECOVERY SERVICES	D040828	INFUSION PUMP SYRINGE	MAIN	BARD MEDICAL DIV C R BARD INC	INFUSOR	NON HIGH RISK
TRUE	V21391	SURGERY AND RECOVERY SERVICES	CE1005688R	PACEMAKER EXTERNAL	MAIN	MEDTRONIC NAVIGATION INC	5375	CRITICAL - LIFE SUPPORT
TRUE	V21401	SURGERY AND RECOVERY SERVICES	6412	HEART LUNG BYPASS UNIT	MAIN	MEDTRONIC INC.	BIO-CONSOLE 550	CRITICAL - LIFE SUPPORT
TRUE	V21142	SURGERY AND RECOVERY SERVICES	9000683	ANALYZER HEMATOLOGY	MAIN	MEDTRONIC INC.	HEPCON HMS PLUS	NON HIGH RISK
TRUE	V21400	SURGERY AND RECOVERY SERVICES	18269	OXYGEN-AIR PROPORTIONER	MAIN	SECHRIST INDUSTRIES INC	164235	NONE
TRUE	V21144	SURGERY AND RECOVERY SERVICES	1020152	ASPIRATOR	MAIN	MEDELA INC	BASIC 30	NON HIGH RISK
TRUE	V22362	SURGERY AND RECOVERY SERVICES	4432	MONITOR LCD	MAIN	SILO	LT-325L601	NON HIGH RISK
TRUE	V22427	SURGERY AND RECOVERY SERVICES	02QCV0	TRANSDUCER, ULTRASONIC, TRANSESOPHAGEAL, ECHOCARDIOGRAPHY	MAIN	HEWLETT-PACKARD	T6210	NONE
TRUE	V21393	SURGERY AND RECOVERY SERVICES	BBJFS096	UROFLOWMETER	MAIN	BARD MEDICAL DIV C R BARD INC	CRITICORE	NON HIGH RISK
TRUE	V21396	SURGERY AND RECOVERY SERVICES	B002277-EQ2-2	ANALYZER COAGULATION AUTOMATED	MAIN	MEDTRONIC PERFUSION SYSTEMS	ACT II	NON HIGH RISK
TRUE	V21408	SURGERY AND RECOVERY SERVICES	3177	MONITOR, ARTERIAL, HEART-LUNG BYPASS	MAIN	SARNS/3M	16413 ARTERIAL MONITOR	NONE
TRUE	V22232	SURGERY AND RECOVERY SERVICES	TL200-4181	ELECTROSURGICAL UNIT BIPOLAR	MAIN	MEDTRONIC INC.	AQUAMANTYS	NON HIGH RISK
TRUE	V22416	SURGERY AND RECOVERY SERVICES	D03303004901	CONTROLLER, SURGICAL HANDPIECE	MAIN	Anspach	SYSTEM CONSOLE SC2000	NONE
TRUE	V22288	SURGERY AND RECOVERY SERVICES	ARXE1910	ANESTHESIA VAPORIZER	MAIN	DRAEGER MEDICAL INC	VAPOR 2000	NON HIGH RISK
TRUE	V22296	SURGERY AND RECOVERY SERVICES	ARYK-0269	ANESTHESIA VAPORIZER	MAIN	DRAEGER MEDICAL INC	D-VAPOR	NON HIGH RISK
TRUE	V22298	SURGERY AND RECOVERY SERVICES	13010A	ELECTROSURGICAL UNIT	MAIN	VALLEYLAB INC.	FORCE FXC	NON HIGH RISK
TRUE	V21975	SURGERY AND RECOVERY SERVICES	DES0234371	MODULE RACK	MAIN	PHILIPS MEDICAL SYSTEMS	FMS-8	NON HIGH RISK
TRUE	V22373	SURGERY AND RECOVERY SERVICES	S101A01838	WARMER BLOOD SOLUTION	MAIN	SMITHS MEDICAL INC	HL90A	NON HIGH RISK
TRUE	V22368	SURGERY AND RECOVERY SERVICES	07C035054	RADIOFREQUENCY THERAPY SYSTEM, TISSUE ABLATION	MAIN	STRYKER MEDICAL	SERFAS	NONE
TRUE	V19841	SURGERY AND RECOVERY SERVICES	9/28/2010 mr-01001876	ULTRASOUND POINT OF CARE	MAIN	MINDRAY	M5	NON HIGH RISK
TRUE	V19326	SURGERY AND RECOVERY SERVICES	6/14/2006 0703CE228	IRRIGATION/DISTENTION SYSTEM, ARTHROSCOPIC	MAIN	STRYKER MEDICAL	FLOCONTROL	NONE
TRUE	V22285	SURGERY AND RECOVERY SERVICES	ARWE0407	ANESTHESIA VAPORIZER	MAIN	DRAEGER MEDICAL INC	VAPOR D-TEC-DES	NON HIGH RISK
TRUE	V22289	SURGERY AND RECOVERY SERVICES	AT1416	ANALYZER POC WHOLE BLOOD	MAIN	MEDTRONIC BLOOD MANAGEMENT	AUTOMATED COAGULATION TIMER II	NON HIGH RISK
TRUE	V21960	SURGERY AND RECOVERY SERVICES	DES0234371	MODULE RACK	MAIN	PHILIPS MEDICAL SYSTEMS	M8048A	NON HIGH RISK
TRUE	V19333	SURGERY AND RECOVERY SERVICES	12/11/2007 600403M	RECORDER, TAPE, VIDEO	MAIN	MITSUBISHI IMAGING PRODUCTS	MD3000	NONE
TRUE	V19820	SURGERY AND RECOVERY SERVICES	7/6/2009 4323A23264	MODULE, ANESTHETIC GAS	MAIN	PHILIPS MEDICAL SYSTEMS	M1026B	NON HIGH RISK
TRUE	V19128	SURGERY AND RECOVERY SERVICES	4/11/2007 SVE217C0352	MONITOR LCD	MAIN	STRYKER MEDICAL	VISION ELECT HD	NON HIGH RISK
TRUE	V19135	SURGERY AND RECOVERY SERVICES	4/11/2007 SVE217C0341	MONITOR LCD	MAIN	STRYKER MEDICAL	VISION ELECT HD	NON HIGH RISK
TRUE	V19855	SURGERY AND RECOVERY SERVICES	9/22/2010 ANYZZ5-025	MONITOR PATIENT	MAIN	DATASCOPE CORP.	AS3000	NON HIGH RISK
TRUE	V19303	SURGERY AND RECOVERY SERVICES	9/14/2007 AF07H001814	DEFIBRILLATOR	MAIN	ZOLL MEDICAL	R SERIES ALS	CRITICAL - LIFE SUPPORT
TRUE	V22229	SURGERY AND RECOVERY SERVICES	ASEE0075	ANESTHESIA UNIT	MAIN	DRAEGER MEDICAL INC	APOLLO	CRITICAL - LIFE SUPPORT
TRUE	V19139	SURGERY AND RECOVERY SERVICES	4/11/2007 708200063	DRILL BONE	MAIN	STRYKER MEDICAL	CORE POWER DRIVER (5400-50)	NON HIGH RISK
TRUE	V19131	SURGERY AND RECOVERY SERVICES	4/11/2007 07C057354	LIGHT SOURCE, FIBEROPTIC	MAIN	STRYKER MEDICAL	X8000	NON HIGH RISK
TRUE	V19126	SURGERY AND RECOVERY SERVICES	4/5/2007 D70005	HYPOTHERMIA UNIT	MAIN	GAYMAR INDUSTRIES INC	MEDI-THERM III	NON HIGH RISK
TRUE	V19816	SURGERY AND RECOVERY SERVICES	6/3/2010 10-10056	OXIMETER, CEREBRAL	MAIN	SOMANETICS CORP	INVOS	NON HIGH RISK
TRUE	V20413	SURGERY AND RECOVERY SERVICES	PFG101321R	PACEMAKER EXTERNAL	MAIN	MEDTRONIC INC.	5388	CRITICAL - LIFE SUPPORT
TRUE	V20079	SURGERY AND RECOVERY SERVICES	AF11H017427	DEFIBRILLATOR	MAIN	ZOLL MEDICAL	R SERIES ALS	CRITICAL - LIFE SUPPORT
TRUE	V19102	SURGERY AND RECOVERY SERVICES	3/9/2007 07A012314	LIGHT SOURCE, FIBEROPTIC	MAIN	STRYKER MEDICAL	X8000	NON HIGH RISK
TRUE	V19103	SURGERY AND RECOVERY SERVICES	3/15/2008 MY5C3WNY	PRINTER	MAIN	HEWLETT-PACKARD	PHOTOSMART 8250	NON HIGH RISK
TRUE	V19118	SURGERY AND RECOVERY SERVICES	4/11/2007 3007AAER	TOURNIQUET PNEUMATIC	MAIN	ZIMMER INC.	ATS 3000	NON HIGH RISK
TRUE	V19130	SURGERY AND RECOVERY SERVICES	4/11/2007 07C022784	CAMERA SYSTEM	MAIN	STRYKER MEDICAL	1188HD	NON HIGH RISK
TRUE	V21720	SURGERY AND RECOVERY SERVICES	VG001501	MONITOR CARDIAC OUTPUT	MAIN	EDWARDS LIFESCIENCE	VIGILANCE II	NON HIGH RISK
TRUE	V19136	SURGERY AND RECOVERY SERVICES	4/11/2007 07C064654	DIGITAL CAPTURE DEVICE	MAIN	STRYKER MEDICAL	SDC HD	NONE
TRUE	V19133	SURGERY AND RECOVERY SERVICES	4/11/2007 070305AD035	CART, MEDICAL	MAIN	STRYKER MEDICAL	240-099-011	NONE
TRUE	V23666	SURGERY AND RECOVERY SERVICES	AETM46025	ANESTHESIA VAPORIZER	MAIN	DATEX-OHMEDA INC DIV GE HEALTHCARE	TEC 6	NON HIGH RISK
TRUE	V21721	SURGERY AND RECOVERY SERVICES	2233	TABLE OPERATING SPINAL	MAIN	MIZUHO OSI	5892	NON HIGH RISK
TRUE	V19096	SURGERY AND RECOVERY SERVICES	3/9/2007 SVE217B0067	MONITOR LCD	MAIN	STRYKER MEDICAL	VISION ELECT	NON HIGH RISK
TRUE	V19092	SURGERY AND RECOVERY SERVICES	3/7/2007 07B040714	CAMERA SYSTEM	MAIN	STRYKER MEDICAL	1188HD	NON HIGH RISK
TRUE	V19101	SURGERY AND RECOVERY SERVICES	3/8/2007 07B039404	CAMERA SYSTEM	MAIN	STRYKER MEDICAL	1188HD	NON HIGH RISK
TRUE	V21717	SURGERY AND RECOVERY SERVICES	47633	SURGICAL SLUSH UNIT	MAIN	OR SOLUTIONS, INC.	ORS-1075	NONE
TRUE	V19090	SURGERY AND RECOVERY SERVICES	3/8/2007 SVE217B0050	MONITOR LCD	MAIN	STRYKER MEDICAL	VISION ELECT HD	NON HIGH RISK
TRUE	V19089	SURGERY AND RECOVERY SERVICES	3/8/2007 MY74SH10XZ	PRINTER	MAIN	HEWLETT-PACKARD	PHOTOSMART D7160	NON HIGH RISK
TRUE	V19098	SURGERY AND RECOVERY SERVICES	3/6/2007 070206AD039	CART, MEDICAL	MAIN	STRYKER MEDICAL	240-099-011	NONE
TRUE	V19099	SURGERY AND RECOVERY SERVICES	3/8/2007 0702CE025	INSUFFLATOR, LAPAROSCOPIC	MAIN	STRYKER MEDICAL	40L HIGH FLOW	NONE
TRUE	V19129	SURGERY AND RECOVERY SERVICES	4/11/2007 07C071504	DIGITAL CAPTURE DEVICE	MAIN	STRYKER MEDICAL	SDC HD	NONE
TRUE	V22595	SURGERY AND RECOVERY SERVICES	1229702813	DRILL BONE	MAIN	STRYKER MEDICAL	CORE POWER DRIVER (5400-50)	NON HIGH RISK
TRUE	V21728	SURGERY AND RECOVERY SERVICES	HP 6036	ELECTROSURGICAL UNIT BIPOLAR	MAIN	VALLEY FORGE SCIENTIFIC CORP	CMC-III	NON HIGH RISK

TRUE	V20320	SURGERY AND RECOVERY SERVICES	438		ULTRASOUND SURGICAL UNIT	MAIN	BIOMET, INC.	ULTRADRIVE 50	NON HIGH RISK
TRUE	V21732	SURGERY AND RECOVERY SERVICES	47202		LIGHT SOURCE, FIBEROPTIC	MAIN	LUXTEC CORP	LX300	NON HIGH RISK
TRUE	V21733	SURGERY AND RECOVERY SERVICES	43802		LIGHT SOURCE, FIBEROPTIC	MAIN	LUXTEC CORP	LX300	NON HIGH RISK
TRUE	V21729	SURGERY AND RECOVERY SERVICES	103916		ELECTROSURGICAL UNIT BIPOLAR	MAIN	CODMAN & SHURTLEFF INC A JOHNSON & JOHNSON CO	MALIS CMC II	NON HIGH RISK
TRUE	V21713	SURGERY AND RECOVERY SERVICES	65486-100		REFRIGERATOR LABORATORY	MAIN	JEWETT, INC.	PRF37-1B	NON HIGH RISK
TRUE	V21716	SURGERY AND RECOVERY SERVICES	111102-009		RADIOFREQUENCY THERAPY SYSTEM, TISSUE ABLATION	MAIN	ATRICURE INC.	ASU2-115	NONE
TRUE	V21714	SURGERY AND RECOVERY SERVICES	BBBGS088		UROFLOWMETER	MAIN	BARD MEDICAL DIV C R BARD INC	CRITICORE	NON HIGH RISK
TRUE	V21726	SURGERY AND RECOVERY SERVICES	5165		ASPIRATOR	MAIN	VALLEYLAB INC.	CUSA EXCEL	NON HIGH RISK
TRUE	V21724	SURGERY AND RECOVERY SERVICES	1013799		LIGHT SOURCE, FIBEROPTIC	MAIN	LUXTEC CORP	9300	NON HIGH RISK
TRUE	V21730	SURGERY AND RECOVERY SERVICES	47102		LIGHT SOURCE, FIBEROPTIC	MAIN	LUXTEC CORP	LX300	NON HIGH RISK
TRUE	V23738	SURGERY AND RECOVERY SERVICES	1229702813		DRILL BONE	MAIN	STRYKER MEDICAL	CORE POWER DRIVER (5400-50)	NON HIGH RISK
TRUE	V21718	SURGERY AND RECOVERY SERVICES	3033		HYPOTHERMIA UNIT	MAIN	TERUMO	11160	NON HIGH RISK
TRUE	V22564	SURGERY AND RECOVERY SERVICES	BBJFS091		UROFLOWMETER	MAIN	BARD MEDICAL DIV C R BARD INC	CRITICORE	NON HIGH RISK
TRUE	V21708	SURGERY AND RECOVERY SERVICES	CE1007708R		PACEMAKER EXTERNAL	MAIN	MEDTRONIC NAVIGATION INC	5375	CRITICAL - LIFE SUPPORT
TRUE	V22622	SURGERY AND RECOVERY SERVICES	NSNSVMC0043		OXYGEN-AIR PROPORTIONER	MAIN	SECHRIST INDUSTRIES INC	164235	NONE
TRUE	V21703	SURGERY AND RECOVERY SERVICES	KK001947		SMOKE EVACUATOR	MAIN	VALLEYLAB INC.	OPTIMUMM	NON HIGH RISK
TRUE	V23569	SURGERY AND RECOVERY SERVICES	2/27/2017	13292	PRINTER VIDEO	MAIN	STRYKER MEDICAL	SDP 1000	NON HIGH RISK
TRUE	V21680	SURGERY AND RECOVERY SERVICES		4262	CALIBRATOR	MAIN	TERUMO	CDI 540	NON HIGH RISK
TRUE	V21682	SURGERY AND RECOVERY SERVICES		12267	PUMP, EXTRACORPOREAL PERFUSION	MAIN	3M HEALTHCARE	16395	NON HIGH RISK
TRUE	V21684	SURGERY AND RECOVERY SERVICES		12270	PUMP, EXTRACORPOREAL PERFUSION	MAIN	3M HEALTHCARE	16395	NON HIGH RISK
TRUE	V23739	SURGERY AND RECOVERY SERVICES		0708200063	DRILL BONE	MAIN	STRYKER MEDICAL	CORE POWER DRIVER (5400-50)	NON HIGH RISK
TRUE	V23737	SURGERY AND RECOVERY SERVICES		1226901233	DRILL BONE	MAIN	STRYKER MEDICAL	CORE POWER DRIVER (5400-50)	NON HIGH RISK
TRUE	V21687	SURGERY AND RECOVERY SERVICES		6451	HEART LUNG BYPASS UNIT	MAIN	MEDTRONIC INC.	BIO-CONSOLE 550	CRITICAL - LIFE SUPPORT
TRUE	V21692	SURGERY AND RECOVERY SERVICES		9000682	ANALYZER HEMATOLOGY	MAIN	MEDTRONIC INC.	HEPCON HMS PLUS	NON HIGH RISK
TRUE	V21686	SURGERY AND RECOVERY SERVICES		10049	DETECTOR, FLUID LEVEL, HEART-LUNG BYPASS UNIT	MAIN	TERUMO	CE-601 CAPIOX	NONE
TRUE	V23393	SURGERY AND RECOVERY SERVICES	NSNSVMC0173		LIGHT SURGICAL	MAIN	HERAEUS INSTRUMENTS INC.	HANALUX 2001	NON HIGH RISK
TRUE	V21695	SURGERY AND RECOVERY SERVICES	1021-4T		LIGHT SURGICAL	MAIN	STERIS CORP.	SQ240	NON HIGH RISK
TRUE	V21705	SURGERY AND RECOVERY SERVICES	US80211292		ULTRASOUND CARDIAC	MAIN	PHILIPS MEDICAL SYSTEMS	SONOS 4500	NON HIGH RISK
TRUE	V21690	SURGERY AND RECOVERY SERVICES		12199	LIGHT SOURCE, FIBEROPTIC	MAIN	LUXTEC CORP	9300	NON HIGH RISK
TRUE	V21699	SURGERY AND RECOVERY SERVICES	FOB 12984A		ELECTROSURGICAL UNIT	MAIN	VALLEYLAB INC.	FORCE FXC	NON HIGH RISK
TRUE	V22523	SURGERY AND RECOVERY SERVICES	FOB 13002A		ELECTROSURGICAL UNIT	MAIN	VALLEYLAB INC.	FORCE FXC	NON HIGH RISK
TRUE	V21694	SURGERY AND RECOVERY SERVICES	PAR 4215500010		LIGHT SURGICAL	MAIN	STERIS CORP.	POLARIS	NON HIGH RISK
TRUE	V21674	SURGERY AND RECOVERY SERVICES	AA001134		SMOKE EVACUATOR	MAIN	VALLEYLAB INC.	OPTIMUMM	NON HIGH RISK
TRUE	V22524	SURGERY AND RECOVERY SERVICES	KK001984		SMOKE EVACUATOR	MAIN	VALLEYLAB INC.	OPTIMUMM	NON HIGH RISK
TRUE	V23237	SURGERY AND RECOVERY SERVICES	ARZF-1454		ANESTHESIA VAPORIZER	MAIN	DRAEGER MEDICAL INC	VAPOR 2000-SEVO	NON HIGH RISK
TRUE	V23238	SURGERY AND RECOVERY SERVICES	ARYB1003		ANESTHESIA VAPORIZER	MAIN	DRAEGER MEDICAL INC	VAPOR 2000-SEVO	NON HIGH RISK
TRUE	V23245	SURGERY AND RECOVERY SERVICES	ARZK-0241		ANESTHESIA VAPORIZER	MAIN	DRAEGER MEDICAL INC	VAPOR 2000-SEVO	NON HIGH RISK
TRUE	V21675	SURGERY AND RECOVERY SERVICES	95831		DOPPLER, ULTRASONIC, DIAGNOSTIC	MAIN	PARKS MEDICAL	811-B	NONE
TRUE	V22566	SURGERY AND RECOVERY SERVICES	95218		DOPPLER, ULTRASONIC, DIAGNOSTIC	MAIN	PARKS MEDICAL	811-B	NONE
TRUE	V22596	SURGERY AND RECOVERY SERVICES	950206-01-1020		TABLE OPERATING	MAIN	AMSCO	P-146655-648	NON HIGH RISK
TRUE	V21676	SURGERY AND RECOVERY SERVICES	5X002509YA		MONITOR LCD	MAIN	NEC CORP OF AMERICA INC	LCD3210BK	NON HIGH RISK
TRUE	V21696	SURGERY AND RECOVERY SERVICES	PAR 4215500011		LIGHT SURGICAL	MAIN	STERIS CORP.	SQ240	NON HIGH RISK
TRUE	V21700	SURGERY AND RECOVERY SERVICES	5X002508YA		MONITOR LCD	MAIN	NEC CORP OF AMERICA INC	LCD3210BK	NON HIGH RISK
TRUE	V21664	SURGERY AND RECOVERY SERVICES	1324		WARMER BLOOD SOLUTION	MAIN	LEVEL 1	HL-90	NON HIGH RISK
TRUE	V21657	SURGERY AND RECOVERY SERVICES	8412703058		TABLE OPERATING	MAIN	STERIS CORP.	3085 SP	NON HIGH RISK
TRUE	V23203	SURGERY AND RECOVERY SERVICES	G48F000309		PRINTER	MAIN	EPSON AMERICA, INC.	M196B	NON HIGH RISK
TRUE	V22752	SURGERY AND RECOVERY SERVICES			WARMER BLOOD SOLUTION	MAIN	SMITHS MEDICAL INC	HL90A	NON HIGH RISK
TRUE	V25089	SURGERY AND RECOVERY SERVICES	11/2/2017	123	BATTERY CHARGER	MAIN	INTEGRA LIFESCIENCES CORP	90524	NON HIGH RISK
TRUE	V21668	SURGERY AND RECOVERY SERVICES		DE50234400	MODULE RACK	MAIN	PHILIPS MEDICAL SYSTEMS	FMS-8	NON HIGH RISK
TRUE	V21679	SURGERY AND RECOVERY SERVICES		2777	PUMP, EXTRACORPOREAL PERFUSION	MAIN	TERUMO	8000	NON HIGH RISK
TRUE	V21681	SURGERY AND RECOVERY SERVICES		1454	PUMP, EXTRACORPOREAL PERFUSION	MAIN	TERUMO	8000	NON HIGH RISK
TRUE	VT2876	SURGERY AND RECOVERY SERVICES			DIGITAL CAPTURE SYSTEM	MAIN	STRYKER MEDICAL	SDC ULTRA	NONE
TRUE	V23568	SURGERY AND RECOVERY SERVICES	2/27/2017	SVP266K0140	MONITOR LCD	MAIN	STRYKER MEDICAL	SYNK 26	NON HIGH RISK
TRUE	V23579	SURGERY AND RECOVERY SERVICES	2/27/2017	SVP266K0143	MONITOR LCD	MAIN	STRYKER MEDICAL	SYNK 26	NON HIGH RISK
TRUE	V23552	SURGERY AND RECOVERY SERVICES	2/27/2017	SVP266K0144	MONITOR LCD	MAIN	STRYKER MEDICAL	SYNK 26	NON HIGH RISK
TRUE	V21648	SURGERY AND RECOVERY SERVICES		KK001827	SMOKE EVACUATOR	MAIN	VALLEYLAB INC.	OPTIMUMM	NON HIGH RISK
TRUE	V21651	SURGERY AND RECOVERY SERVICES		NSNSVMC0046	ELECTROSURGICAL UNIT BIPOLAR	MAIN	CODMAN & SHURTLEFF INC A JOHNSON & JOHNSON CO	80-1187	NON HIGH RISK
TRUE	V21677	SURGERY AND RECOVERY SERVICES		2414	MONITOR, ARTERIAL, HEART-LUNG BYPASS	MAIN	SARNS/3M	16413 ARTERIAL MONITOR	NONE
TRUE	V25026	SURGERY AND RECOVERY SERVICES	6/25/2017	1432907653	WASTE DISPOSAL UNIT	MAIN	STRYKER MEDICAL	NEPTUNE 2	NON HIGH RISK
TRUE	V23563	SURGERY AND RECOVERY SERVICES	2/27/2017	178506324	DIGITAL ARCHIVE DEVICE	MAIN	STRYKER MEDICAL	SDC3 HD	NONE
TRUE	V23571	SURGERY AND RECOVERY SERVICES	2/27/2017	178506804	VIDEO IMAGE PROCESSOR	MAIN	STRYKER MEDICAL	1588 AIM	NON HIGH RISK
TRUE	V23415	SURGERY AND RECOVERY SERVICES	4/2/2017	0011	AIR CLEANER MOBILE	MAIN	AEROFLEX	T1	NON HIGH RISK
TRUE	V23578	SURGERY AND RECOVERY SERVICES	2/27/2017	13126	PRINTER VIDEO	MAIN	STRYKER MEDICAL	SDP-1000	NON HIGH RISK
TRUE	V25065	SURGERY AND RECOVERY SERVICES		22003506	WARMER BLOOD SOLUTION	MAIN	SMITHS MEDICAL INC	HL-90	NON HIGH RISK
TRUE	V25028	SURGERY AND RECOVERY SERVICES	6/25/2017	1131308893	WASTE DISPOSAL UNIT	MAIN	STRYKER MEDICAL	NEPTUNE 2	NON HIGH RISK
TRUE	V23719	SURGERY AND RECOVERY SERVICES		N1039C17	LAVAGE UNIT, SURGICAL	MAIN	ARTHREX INC.	AR-6480	NON HIGH RISK
TRUE	V23716	SURGERY AND RECOVERY SERVICES		NX7612UF	LAVAGE UNIT, SURGICAL	MAIN	ARTHREX INC.	AR-6480	NON HIGH RISK
TRUE	V23536	SURGERY AND RECOVERY SERVICES		106409	WARMER PATIENT	MAIN	3M HEALTHCARE	775	NON HIGH RISK
TRUE	V23538	SURGERY AND RECOVERY SERVICES		106411	WARMER PATIENT	MAIN	3M HEALTHCARE	775	NON HIGH RISK

TRUE	V25025	SURGERY AND RECOVERY SERVICES	6/25/2017 1220201813	WASTE DISPOSAL UNIT	MAIN	STRYKER MEDICAL	NEPTUNE 2	NON HIGH RISK
TRUE	V21666	SURGERY AND RECOVERY SERVICES	22076A	ELECTROSURGICAL UNIT	MAIN	VALLEYLAB INC.	FORCE FXC	NON HIGH RISK
TRUE	V21672	SURGERY AND RECOVERY SERVICES	12994A	ELECTROSURGICAL UNIT	MAIN	VALLEYLAB INC.	FORCE FXC	NON HIGH RISK
TRUE	V23570	SURGERY AND RECOVERY SERVICES	2/27/2017 178505694	LIGHT SOURCE, FIBEROPTIC	MAIN	STRYKER MEDICAL	L9000	NON HIGH RISK
TRUE	V25030	SURGERY AND RECOVERY SERVICES	6/25/2017 1127708763	WASTE DISPOSAL UNIT	MAIN	STRYKER MEDICAL	NEPTUNE 2	NON HIGH RISK
TRUE	V25027	SURGERY AND RECOVERY SERVICES	6/25/2017 1127708783	WASTE DISPOSAL UNIT	MAIN	STRYKER MEDICAL	NEPTUNE 2	NON HIGH RISK
TRUE	V25029	SURGERY AND RECOVERY SERVICES	6/25/2017 1128612953	WASTE DISPOSAL UNIT	MAIN	STRYKER MEDICAL	NEPTUNE 2	NON HIGH RISK
TRUE	V23715	SURGERY AND RECOVERY SERVICES	EAC170224	SHAVER, BONE	MAIN	ARTHREX INC.	AR-8305	NONE
TRUE	V21646	SURGERY AND RECOVERY SERVICES	12992A	ELECTROSURGICAL UNIT	MAIN	VALLEYLAB INC.	FORCE FXC	NON HIGH RISK
TRUE	V21649	SURGERY AND RECOVERY SERVICES	12990A	ELECTROSURGICAL UNIT	MAIN	VALLEYLAB INC.	FORCE FXC	NON HIGH RISK
TRUE	V23562	SURGERY AND RECOVERY SERVICES	2/27/2017 178506774	VIDEO IMAGE PROCESSOR	MAIN	STRYKER MEDICAL	1588 AIM	NON HIGH RISK
TRUE	V23708	SURGERY AND RECOVERY SERVICES	4/1/2017 171-10781CE	HEART LUNG HEAT EXCHANGER	MAIN	CINCINNATI SUB-ZERO PRODUCTS INC.	HEMOTHERM 400CE	NON HIGH RISK
TRUE	V21650	SURGERY AND RECOVERY SERVICES	12993A	ELECTROSURGICAL UNIT	MAIN	VALLEYLAB INC.	FORCE FXC	NON HIGH RISK
TRUE	V25069	SURGERY AND RECOVERY SERVICES	10/20/2017 113611	STERILIZATION PROCESS INDICATOR, BIOLOGICAL	MAIN	3M HEALTHCARE	490	NON HIGH RISK
TRUE	V23576	SURGERY AND RECOVERY SERVICES	2/27/2017 SVP266K0129	MONITOR LCD	MAIN	STRYKER MEDICAL	SYNK 26	NON HIGH RISK
TRUE	V23567	SURGERY AND RECOVERY SERVICES	2/27/2017 SVP256K0131	MONITOR LCD	MAIN	STRYKER MEDICAL	SYNK 26	NON HIGH RISK
TRUE	V22525	SURGERY AND RECOVERY SERVICES	419192044	TABLE OPERATING	MAIN	STERIS CORP.	3080 RL	NON HIGH RISK
TRUE	V21652	SURGERY AND RECOVERY SERVICES	NSNSVMC0015	LIGHT SURGICAL	MAIN	STERIS CORP.	SQ240	NON HIGH RISK
TRUE	V21653	SURGERY AND RECOVERY SERVICES	413497016	LIGHT SURGICAL	MAIN	STERIS CORP.	SQ240	NON HIGH RISK
TRUE	V21643	SURGERY AND RECOVERY SERVICES	7738828212-87F	MONITOR LCD	MAIN	VIEWSONIC CORPORATION	N4285P	NON HIGH RISK
TRUE	V23575	SURGERY AND RECOVERY SERVICES	2/27/2017 16410054	VIDEO, PROCESSOR, DIGITIZER	MAIN	STRYKER MEDICAL	Clarity	NONE
TRUE	V25079	SURGERY AND RECOVERY SERVICES	11/1/2017 (21)7065021	PRINTER VIDEO	MAIN	SONY ELECTRONICS / MEDICAL SYSTEMS	UP-X898MD	NON HIGH RISK
TRUE	V23572	SURGERY AND RECOVERY SERVICES	2/27/2017 17A514384	DIGITAL ARCHIVE DEVICE	MAIN	STRYKER MEDICAL	SDC3 HD	NONE
TRUE	V23588	SURGERY AND RECOVERY SERVICES	2/27/2017 178506294	DIGITAL ARCHIVE DEVICE	MAIN	STRYKER MEDICAL	SDC3 HD	NONE
TRUE	V22526	SURGERY AND RECOVERY SERVICES	B435594043	TABLE OPERATING	MAIN	STERIS CORP.	3080 SP	NON HIGH RISK
TRUE	V25088	SURGERY AND RECOVERY SERVICES	11/2/2017 17G00MLX8695	LIGHT SOURCE, FIBEROPTIC	MAIN	LUXTEC CORP	MLX	NON HIGH RISK
TRUE	V23332	SURGERY AND RECOVERY SERVICES	11/10/2016 1626611463	BATTERY CHARGER	MAIN	STRYKER MEDICAL	FLYTE CHARGER	NON HIGH RISK
TRUE	V23566	SURGERY AND RECOVERY SERVICES	2/27/2017 16410038	VIDEO, PROCESSOR, DIGITIZER	MAIN	STRYKER MEDICAL	Clarity	NONE
TRUE	V23554	SURGERY AND RECOVERY SERVICES	2/27/2017 178505564	LIGHT SOURCE, FIBEROPTIC	MAIN	STRYKER MEDICAL	L9000	NON HIGH RISK
TRUE	V22529	SURGERY AND RECOVERY SERVICES	9915AY00M749800062	UPS	MAIN	TRIPP-LITE	OMNISMART 350HG	NON HIGH RISK
TRUE	V23213	SURGERY AND RECOVERY SERVICES	35978	WARMER PATIENT	MAIN	3M HEALTHCARE	750	NON HIGH RISK
TRUE	V23724	SURGERY AND RECOVERY SERVICES	9708041	DETECTOR, FLUID LEVEL, HEART-LUNG BYPASS UNIT	MAIN	TERUMO	CE-601 CAPIOX	NONE
TRUE	V23549	SURGERY AND RECOVERY SERVICES	2/27/2017 1607CE0858	INSUFFLATOR, LAPAROSCOPIC	MAIN	STRYKER MEDICAL	PNEUMO SURE	NONE
TRUE	V23557	SURGERY AND RECOVERY SERVICES	2/27/2017 1607CE0861	INSUFFLATOR, LAPAROSCOPIC	MAIN	STRYKER MEDICAL	PNEUMO SURE	NONE
TRUE	V23587	SURGERY AND RECOVERY SERVICES	2/27/2017 1608CE0500	INSUFFLATOR, LAPAROSCOPIC	MAIN	STRYKER MEDICAL	PNEUMO SURE	NONE
TRUE	V23564	SURGERY AND RECOVERY SERVICES	2/27/2017 1612CE0477	INSUFFLATOR, LAPAROSCOPIC	MAIN	STRYKER MEDICAL	PNEUMO SURE	NONE
TRUE	V25087	SURGERY AND RECOVERY SERVICES	11/2/2017 17G00MLX8690	LIGHT SOURCE, FIBEROPTIC	MAIN	LUXTEC CORP	MLX	NON HIGH RISK
TRUE	V23733	SURGERY AND RECOVERY SERVICES	QR0Q000CLT	ELECTROSURGICAL UNIT BIPOLAR	MAIN	ARTHROCARE CORPORATION	QUANTUM 2	NON HIGH RISK
TRUE	V23730	SURGERY AND RECOVERY SERVICES	QR0Q000CMC	ELECTROSURGICAL UNIT BIPOLAR	MAIN	ARTHROCARE CORPORATION	QUANTUM 2	NON HIGH RISK
TRUE	V23731	SURGERY AND RECOVERY SERVICES	QR0Q000D82	ELECTROSURGICAL UNIT BIPOLAR	MAIN	ARTHROCARE CORPORATION	QUANTUM 2	NON HIGH RISK
TRUE	V25075	SURGERY AND RECOVERY SERVICES	10/26/2017 5768	HEART LUNG SAO2/HCT MONITOR	MAIN	TERUMO	CDI 500 AVHCTCL	NON HIGH RISK
TRUE	V23565	SURGERY AND RECOVERY SERVICES	2/17/2017 17AS50874	TRANSMITTER, VIDEO DISPLAY	MAIN	STRYKER MEDICAL	SYNK WIRELESS TRANSMITTER	NONE
TRUE	V23550	SURGERY AND RECOVERY SERVICES	2/17/2017 17B500384	TRANSMITTER, VIDEO DISPLAY	MAIN	STRYKER MEDICAL	SYNK WIRELESS TRANSMITTER	NONE
TRUE	V25389	SURGERY AND RECOVERY SERVICES	1/30/2017 30017-7463	INFUSION PUMP PCA	PHARMACY	QCore Medical	Sapphire	NON HIGH RISK
TRUE	V25331	PHARMACY	1/30/2017 30020-4624	INFUSION PUMP PCA	PHARMACY	QCore Medical	Sapphire Epidural Infusion Pump	NON HIGH RISK
TRUE	V25218	RADIOLOGY DIAGNOSTIC	393349HD6	NONE	Radiology	GE HEALTHCARE	NONE	NONE
TRUE	VT5097	RESPIRATORY THERAPY	0417093017	VENTILATOR	Respiratory	Nellcor Puritan Bennett	840	CRITICAL - LIFE SUPPORT
TRUE	VT5132	RESPIRATORY THERAPY	0417090299	VENTILATOR	Respiratory	Nellcor Puritan Bennett	840	CRITICAL - LIFE SUPPORT
TRUE	VT5098	RESPIRATORY THERAPY	0417090053	VENTILATOR	Respiratory	Nellcor Puritan Bennett	840	CRITICAL - LIFE SUPPORT
TRUE	VT2953	RESPIRATORY THERAPY	DS20170267	NITRIC OXIDE DELIVERY UNIT	Respiratory Therapy	IKARIA HOLDINGS, INC.	INOMAX DSIR	NONE
TRUE	V13305	CARDIAC CATHETERIZATION SERVICES	64863	INJECTOR, CONTRAST MEDIA	ROOM 3	MEDRAD, INC.	MARK V PLUS	NONE
TRUE	V20613	CARDIAC CATHETERIZATION SERVICES	106273	INJECTOR, CONTRAST MEDIA	Room 4	MEDRAD, INC.	MARK V PROVIS	NONE
TRUE	V20667	CARDIAC CATHETERIZATION SERVICES	104641	INJECTOR, CONTRAST MEDIA	ROOM 5	MEDRAD, INC.	MARK V PROVIS	NONE
TRUE	V25583	OBSERVATION CARE	62551	WARMER PATIENT	Short Stay	3M HEALTHCARE	875	NON HIGH RISK
TRUE	V25644	GASTROINTESTINAL SERVICES	ARZB-0488	ANESTHESIA VAPORIZER	Special Procedures	DRAEGER MEDICAL INC	VAPOR 2000	NON HIGH RISK
TRUE	V25645	GASTROINTESTINAL SERVICES	ARZT-0289	ANESTHESIA VAPORIZER	Special Procedures	DRAEGER MEDICAL INC	D-VAPOR	NON HIGH RISK
TRUE	V25250	SURGERY AND RECOVERY SERVICES		ANESTHESIA UNIT	SURGERY MAIN	MINDRAY	A5	CRITICAL - LIFE SUPPORT
TRUE	V25587	SURGERY AND RECOVERY SERVICES	AM17800113	LARYNGOSCOPE, VIDEO	SURGERY MAIN	Ambu	aView	NONE
TRUE	V25627	SURGERY AND RECOVERY SERVICES	8/22/2018 680578WX2	ULTRASOUND TRANSDUCER	SURGERY MAIN	GE HEALTHCARE	H45041DL	NON HIGH RISK
TRUE	V25619	SURGERY AND RECOVERY SERVICES	8/1/2018 000662	ULTRASOUND POINT OF CARE	SURGERY MAIN	GE HEALTHCARE	Venue	NON HIGH RISK
TRUE	V25634	RESPIRATORY THERAPY	8/15/2018 23756	ANALYZER BLOOD GAS	SURGERY MAIN	EPOCAL INC	EPOC Reader	NON HIGH RISK
TRUE	V25629	SURGERY AND RECOVERY SERVICES	TV718735-P	CAMERA HEAD	SURGERY MAIN	Storz	TC300	NONE
TRUE	VT2930	SURGERY AND RECOVERY SERVICES	BB094655	IRRIGATION/DISTENTION SYSTEM, ARTHROSCOPIC	SURGERY MAIN	CONMED CORP.	10K	NONE
TRUE	V25657	SURGERY AND RECOVERY SERVICES	B0BHMT	TRANSDUCER, ULTRASONIC, TRANSESOPHAGEAL, ECHOCARDIOGRAPHY	SURGERY MAIN	PHILIPS MEDICAL SYSTEMS	X7-2T (3D TEE PROBE)	NONE
TRUE	V25287	SURGERY AND RECOVERY SERVICES	20100814	ASPIRATOR, SURGICAL	SURGERY MAIN	WELLS JOHNSON CO.	Hercules	NON HIGH RISK
TRUE	V25628	SURGERY AND RECOVERY SERVICES	8/22/2018 686337WX7	ULTRASOUND TRANSDUCER	SURGERY MAIN	GE HEALTHCARE	H48062AH	NON HIGH RISK
TRUE	VT2929	SURGERY AND RECOVERY SERVICES	2015-0039	ARTHROSCOPIC SHAVER SYSTEM	SURGERY MAIN	CONMED CORP.	D4000	NONE
TRUE	V22114	CENTRAL SERVICES AND SUPPLIES	A89002	HEATER COOLER	NONE	GAYMAR INDUSTRIES INC	MTA-5900	NON HIGH RISK
TRUE	V21350	SURGERY AND RECOVERY SERVICES	CNNBD2069S	PRINTER	DOHENY	HEWLETT-PACKARD	LASERJET 3800N	NON HIGH RISK

TRUE	V19415	CLINICAL LABORATORY SERVICES	6/15/2008	8021695	SHAKER, LABORATORY	NONE	Labnet International	ORBIT 360	NONE
TRUE	V21511	GASTROINTESTINAL SERVICES		11-189657	MONITOR LCD	NONE	NDS SURGICAL IMAGING	SC-SX19-A1511	NON HIGH RISK
TRUE	V20820DUP	CENTRAL SERVICES AND SUPPLIES		431646-EQ2-2	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V20826	CENTRAL SERVICES AND SUPPLIES		572034	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V20813	CENTRAL SERVICES AND SUPPLIES		634367	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT DUALFLO	NON HIGH RISK
TRUE	V20953	CENTRAL SERVICES AND SUPPLIES		546850	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V20823	CENTRAL SERVICES AND SUPPLIES		544278	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V21924	TRANSITIONAL INPATIENT CARE		566388	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V04242	BLOOD BANK		214731	MICROSCOPE LIGHT LABORATORY	NONE	NIKON INSTRUMENTS	LABOPHOT	NON HIGH RISK
TRUE	V21267	RESPIRATORY THERAPY		NSNV21267	MONITOR SPO2	NONE	NOVAMETRIX MEDICAL SYSTEMS INC	2001	NON HIGH RISK
TRUE	V22057	RESPIRATORY THERAPY		NSN30042800	MONITOR SPO2	NONE	NOVAMETRIX MEDICAL SYSTEMS INC	2001	NON HIGH RISK
TRUE	V22138	RESPIRATORY THERAPY		NSN30043580	MONITOR SPO2	NONE	NOVAMETRIX MEDICAL SYSTEMS INC	2001	NON HIGH RISK
TRUE	V21357	SURGERY AND RECOVERY SERVICES		101185	CAMERA, MICROSCOPE	DOHENY	SONY ELECTRONICS / MEDICAL SYSTEMS	DXC-C33	NONE
TRUE	V22678	BIOMEDICAL ENGINEERING		238690	MONITOR RESPIRATION	NONE	TELEDYNE ANALYTICAL INSTRUMENTS	AX-300	NON HIGH RISK
TRUE	V22483	CENTRAL SERVICES AND SUPPLIES		F3257C	AIR CLEANER MOBILE	NONE	ABATEMENT TECHNOLOGIES	HC800F	NON HIGH RISK
TRUE	V22477	CENTRAL SERVICES AND SUPPLIES			AIR CLEANER MOBILE	NONE	ABATEMENT TECHNOLOGIES	HC800F	NON HIGH RISK
TRUE	V22486	CENTRAL SERVICES AND SUPPLIES		F897	AIR CLEANER MOBILE	NONE	ABATEMENT TECHNOLOGIES	HC800F	NON HIGH RISK
TRUE	V23129	SURGERY AND RECOVERY SERVICES		52700371085	MONITOR LCD	DOHENY	ACER/ACROS	AL1916	NON HIGH RISK
TRUE	V20465	CLINICAL LABORATORY SERVICES		10021801206	UPS	NONE	Alpha Technologies	PINNICAL PLUS 6000T	NON HIGH RISK
TRUE	V21341	BIOMEDICAL ENGINEERING		13670021	PHOTOTACHOMETER	NONE	AMPROBE INSTRUMENT DIV CO	TACH20	NONE
TRUE	V09090	EDUCATION ADMINISTRATIVE OFFICE	5/11/1999		WIRELESS PROJ.CTRL	NONE	AMX	WIRELESS PROJ.C	NONE
TRUE	V23421	SURGERY AND RECOVERY SERVICES		227501X2060065	SWITCH/HUBS/BRIDGES/ROUTERS, NETWORK	DOHENY	AMX	NXP-TPI/4	NONE
TRUE	V19007	SURGERY AND RECOVERY SERVICES	6/16/2005	5044043706	DRILL BONE	DOHENY	Anspach	E-MAX 2	NON HIGH RISK
TRUE	V23S24	SURGERY AND RECOVERY SERVICES	1/10/2017	K39311892403	SURGICAL INSTRUMENT	DOHENY	Anspach	SC2101	NONE
TRUE	V16253	CLINICAL LABORATORY SERVICES		3020108	TITER PLATE SHAKER	NONE	BARNSTEAD INTERNATIONAL	4625	NONE
TRUE	V21860	CLINICAL LABORATORY SERVICES		224282	ANALYZER URINE	NONE	BAYER HEALTH CARE	CLINITEK STATUS +	NON HIGH RISK
TRUE	V25595	SURGERY AND RECOVERY SERVICES	8/7/2018	2018071170	Infusion Pumps, Blood/Solution Warming	NONE	BELMONT INSTRUMENT CORP.	RI-2	NONE
TRUE	V19668	CLINICAL LABORATORY SERVICES	4/7/2009	KCBE240702	WASHER, MICROPLATE	NONE	BIO-RAD LABORATORIES	PW-41	NONE
TRUE	V23148	CLINICAL LABORATORY SERVICES		2FA01993	NUCLEIC ACID PROCESSOR	NONE	BIOFIRE DIAGNOSTICS	FILMARRAY SYSTEM	NONE
TRUE	V25647	NONE		075292/2015K	STIMULATOR NEUROMUSCULAR	NONE	BioMedical Life Systems	Micro Plus	NON HIGH RISK
TRUE	V22691	CARDIAC CATHETERIZATION SERVICES		121513003M	RADIOFREQUENCY THERAPY SYSTEM, TISSUE ABLATION, CARDIAC	NONE	BOSTON MEDICAL PRODUCTS, INC.	MAESTRO 3000	NONE
TRUE	V21743	GASTROINTESTINAL SERVICES		5813	ELECTROSURGICAL UNIT	NONE	BOSTON SCIENTIFIC CORP	ENDOSTAT III	NON HIGH RISK
TRUE	V20262	CARDIOLOGY CLINIC		75041	PACEMAKER PROGRAMMER	NONE	BOSTON SCIENTIFIC CORP	ZOOM LATITUDE	NON HIGH RISK
TRUE	V21978	BIOMEDICAL ENGINEERING		9125010	TESTER ELECTRICAL SAFETY	NONE	DALE TECHNOLOGY / DIV FLUKE	601	NON HIGH RISK
TRUE	V23335	PHARMACY	1/9/2017	43160930432O5	REFRIGERATOR/FREEZER, STANDARD	NONE	Danby	DAR017A2BDD	NONE
TRUE	V21916	CLINICAL LABORATORY SERVICES		F09C024957	MONITOR LCD	NONE	ELO TOUCHSYSTEMS, INC.	ET1915L	NON HIGH RISK
TRUE	V23496	MEDICAL/SURGICAL INTENSIVE CARE		9905-15039	BLOOD FLOW DETECTOR, ULTRASONIC	DOHENY	EMS PRODUCTS, INC.	UltraScope	NONE
TRUE	V20986	BIOMEDICAL ENGINEERING		RR3233	NURSE CALL SYSTEM	NONE	EXECUTONE	33200	NON HIGH RISK
TRUE	V20987	TRANSITIONAL INPATIENT CARE		E0019045-EQ2-2	NURSE CALL SYSTEM	NONE	EXECUTONE	33200	NON HIGH RISK
TRUE	V19740	RENAL DIALYSIS	10/28/2009	BP-123537	HEMODIALYSIS UNIT	NONE	FRESENIUS MEDICAL NORTH AMERICA	2008K2	NON HIGH RISK
TRUE	V22000	RENAL DIALYSIS		3T0S118560	HEMODIALYSIS UNIT	NONE	FRESENIUS MEDICAL NORTH AMERICA	2008T	NON HIGH RISK
TRUE	V23334	SURGERY AND RECOVERY SERVICES	12/24/2016	HFG16017031E	ASPIRATOR	DOHENY	INTEGRA LIFESCIENCES CORP	CUSA EXCEL+	NON HIGH RISK
TRUE	V20476	CLINICAL LABORATORY SERVICES		8010012	HEATING BLOCK	NONE	LAB-LINE INSTRUMENTS, INC.	2053	NONE
TRUE	V23722	SURGERY AND RECOVERY SERVICES	8/3/2017	041208004	LIGHT SOURCE, FIBEROPTIC	DOHENY	Lemke	XL202	NON HIGH RISK
TRUE	V19172	SURGERY AND RECOVERY SERVICES	8/1/2007	190407005	LIGHT SOURCE, FIBEROPTIC	DOHENY	Lemke	XL202	NON HIGH RISK
TRUE	V19579	TRANSITIONAL INPATIENT CARE	6/5/2007	7200600	SCALE PATIENT	NONE	LIKO INC	VIKING L	NON HIGH RISK
TRUE	V21383	EDUCATION ADMINISTRATIVE OFFICE		J9V90289	CENTRAL STATION	NONE	Marquette	S-7010	NON HIGH RISK
TRUE	V23348	CARDIAC CATHETERIZATION SERVICES			FLOWMETER, BLOOD, ULTRASONIC	NONE	MEDASONICS INC.	CARDIOBEAT	NON HIGH RISK
TRUE	V19794	RADIOLOGY DIAGNOSTIC	2/25/2010	U3559	ANGIOPLASTY SYSTEM, EMBOLECTOMY/THROMBECTOMY	NONE	MEDRAD, INC.	ANGIOJET ULTRA	NONE
TRUE	V21610	RADIOLOGY DIAGNOSTIC		60462	INJECTOR, CONTRAST MEDIA	NONE	MEDRAD, INC.	MARK V PLUS	NONE
TRUE	V21179	CARDIAC CATHETERIZATION SERVICES		CE1009022R	PACEMAKER EXTERNAL	NONE	MEDTRONIC NAVIGATION INC	5375	CRITICAL - LIFE SUPPORT
TRUE	V23370	PHYSICAL THERAPY		MT2013120455	TABLE EXAM TREATMENT	NONE	METRON MEDICAL	T8718WNT9009	NON HIGH RISK
TRUE	V13188	HOUSEKEEPING		41484	SCALE PATIENT	NONE	METTLER ELECTRONICS CORP	AC100-S2	NON HIGH RISK
TRUE	V25033	SPINE CLINIC	7/10/2017	V1871181	TABLE EXAM TREATMENT	NONE	MIDMARK CORP.	RITTER 222	NON HIGH RISK
TRUE	V25169	NONE		A7529326f4	MONITOR NIBP	NONE	MINDRAY	ACCUTORR V	NON HIGH RISK
TRUE	V25266	SURGICAL ACUTE			ANESTHESIA UNIT	NONE	MINDRAY	A5	CRITICAL - LIFE SUPPORT
TRUE	V9450	RADIOLOGY DIAGNOSTIC	1/11/1997	931210	DIGITIZER	NONE	MISC OTHER	DIGITIZER	NONE
TRUE	V22367	SURGERY AND RECOVERY SERVICES		91	ARTHROSCOPIC SHAVER SYSTEM	DOHENY	NICO CORP	MYRIAD	NONE
TRUE	V20563	RECOVERY ROOM SERVICE		133359	DOPPLER, ULTRASONIC, DIAGNOSTIC	NONE	PARKS MEDICAL	811-B	NONE
TRUE	V22757	RADIOLOGY DIAGNOSTIC		5411023-0520228	UPS	NONE	POWERVAR, INC.	ABCE1100-11IEC	NON HIGH RISK
TRUE	V20463	CLINICAL LABORATORY SERVICES		5411004R-1010033	UPS	NONE	POWERVAR, INC.	ABCE1100-11B	NON HIGH RISK
TRUE	V22669	JOINT REPLACEMENT INSTITUTE		720033	UPS	NONE	POWERVAR, INC.	ABCE600-11IEC	NON HIGH RISK
TRUE	V22509	BIOMEDICAL ENGINEERING		5618	SIMULATOR, MULTIPARAMETER	NONE	PRONK TECHNOLOGIES INC.	SIMCUBE SC-5	NON HIGH RISK
TRUE	V23596	SURGERY AND RECOVERY SERVICES	1/30/2017	30017-2298	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire	NON HIGH RISK
TRUE	V23629	SURGERY AND RECOVERY SERVICES	1/30/2017	30017-5409	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire	NON HIGH RISK
TRUE	V23616	SURGERY AND RECOVERY SERVICES	1/30/2017	30018-3569	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire	NON HIGH RISK
TRUE	V22442	EMERGENCY SERVICES		4807247	SCALE NEONATAL	NONE	SCALE-TRONIX INC.	4800	NON HIGH RISK
TRUE	V20499	COMPUTED TOMOGRAPHIC SCANNER	7/9/2012	66112	DI CT	NONE	SIEMENS MEDICAL	SOMATOM DEFINITION AS	NON HIGH RISK
TRUE	V22906	ASIAN PACIFIC LIVER CENTER		301064	ULTRASOUND POINT OF CARE	NONE	SIEMENS MEDICAL	SONOLINE G40	NON HIGH RISK

TRUE	V21050	SURGERY AND RECOVERY SERVICES		6001119877760	TABLE OPERATING	DOHENY	SKYTRON DIV THE KMW GROUP	ELITE 6001	NON HIGH RISK
TRUE	V22467	SURGERY AND RECOVERY SERVICES		60011991121000	TABLE OPERATING	DOHENY	SKYTRON DIV THE KMW GROUP	ELITE 6001	NON HIGH RISK
TRUE	V20566	CENTRAL SERVICES AND SUPPLIES		1359	ASPIRATOR	NONE	SSCOR INC	40014A	NON HIGH RISK
TRUE	V23175	RADIOLOGY DIAGNOSTIC		M29889	ASPIRATOR	NONE	SSCOR INC	2314B	NON HIGH RISK
TRUE	V22816	EMERGENCY SERVICES		M27486	ASPIRATOR	NONE	SSCOR INC	NEW DUET	NON HIGH RISK
TRUE	V21853	CANCER TREATMENT CENTER		E041962	RADIATION DETECTION, RADIATION MONITOR	NONE	STANDARD IMAGING INC	Max-4000	NONE
TRUE	V23673	PHARMACY		2017011166	REFRIGERATOR/FREEZER, STANDARD	NONE	SUMMIT APPLIANCES	ACCUCOLD-FF5IIL	NONE
TRUE	V22522	OCCUPATIONAL THERAPY		6	REFRIGERATOR	NONE	SUMMIT APPLIANCES	CM45L	NONE
TRUE	V23675	PHARMACY		2017011200	REFRIGERATOR/FREEZER, STANDARD	NONE	SUMMIT APPLIANCES	ACCUCOLD-FF5IIL	NONE
TRUE	V23689	PHARMACY		20170111196	REFRIGERATOR/FREEZER, STANDARD	NONE	SUMMIT APPLIANCES	ACCUCOLD-FF5IIL	NONE
TRUE	V20868	NUCLEAR MEDICINE		4670	MONITOR NIBP	NONE	SUNTECH MEDICAL INSTRUMENTS INC	TANGO	NON HIGH RISK
TRUE	V19920	CARDIOLOGY CLINIC		M00020404	MONITOR NIBP	NONE	SUNTECH MEDICAL INSTRUMENTS INC	247	NON HIGH RISK
TRUE	V19925	SPINE CLINIC		M00025550	MONITOR NIBP	NONE	SUNTECH MEDICAL INSTRUMENTS INC	247	NON HIGH RISK
TRUE	V19936	ORTHOPEDIC CLINIC		M00025514	MONITOR NIBP	NONE	SUNTECH MEDICAL INSTRUMENTS INC	247	NON HIGH RISK
TRUE	V19939	ORTHOPEDIC CLINIC		M00026284	MONITOR NIBP	NONE	SUNTECH MEDICAL INSTRUMENTS INC	247	NON HIGH RISK
TRUE	V08408	EDUCATION ADMINISTRATIVE OFFICE	5/11/1999	D1045	MICROPHONE	NONE	SYSMEX AMERICA, INC.	WM-370	NONE
TRUE	V23146	ASIAN PACIFIC LIVER CENTER		520211-212	CENTRIFUGE	NONE	THE DRUCKER COMPANY	642E QUEST	NON HIGH RISK
TRUE	V21942	PHYSICAL THERAPY		C 011300	EXERCISER	NONE	TOTAL GYM	TOTAL GYM	NON HIGH RISK
TRUE	V20453	EMERGENCY SERVICES		NSNV20453	SPHYGMOMANOMETER, ANEROID	NONE	TYCOS INSTRUMENT, INC.	JEWELL MOVEMENT	NONE
TRUE	V19760	CARDIAC CATHETERIZATION SERVICES	7/1/1997	323930A	ELECTROSURGICAL UNIT	NONE	VALLEYLAB INC.	FORCE FXC	NON HIGH RISK
TRUE	V21051	SURGERY AND RECOVERY SERVICES		AA001141	SMOKE EVACUATOR	DOHENY	VALLEYLAB INC.	OPTIMUMM	NON HIGH RISK
TRUE	V22887	EMERGENCY SERVICES		0507-0193	BATTERY CHARGER	NONE	VERATHON MEDICAL	0570-0193	NON HIGH RISK
TRUE	V14426	COMMUNICATIONS	9/14/2000	75116042	PAGING SYSTEM, VISUAL	NONE	VISIPLEX INC	VP-2	NONE
TRUE	V21837	CANCER TREATMENT CENTER		107.061	BATH, WATER, MOLDED PLASTIC SPLINT	NONE	WHITEHALL MANUFACTURING	THERMASPLINT TS-2	NONE
TRUE	V18757	CARDIAC CATH SERVICES	12/1/2005	CB06859	DETECTOR, DOPPLER, BLOOD FLOW	NONE	COOPERSURGICAL, INC.	CARDIOBEAT	NONE
TRUE	V20355	RADIOLOGY DIAGNOSTIC		37123267	LASER IMAGER	NONE	FUJIFILM MEDICAL SYSTEMS USA	DRYPIX 7000	NON HIGH RISK
TRUE	V20357	RADIOLOGY DIAGNOSTIC		562322368	IMAGE DIGITIZATION SYSTEM, COMPUTED RADIOGRAPHY	NONE	FUJIFILM MEDICAL SYSTEMS USA	FCR XG-1	NON HIGH RISK
TRUE	V20405	RADIOLOGY DIAGNOSTIC		76423645	IMAGE DIGITIZATION SYSTEM, COMPUTED RADIOGRAPHY	NONE	FUJIFILM MEDICAL SYSTEMS USA	CR-IR 356	NON HIGH RISK
TRUE	V20375	RADIOLOGY - POB		562322323	IMAGE DIGITIZATION SYSTEM, COMPUTED RADIOGRAPHY	NONE	FUJIFILM MEDICAL SYSTEMS USA	FCR XG-1	NON HIGH RISK
TRUE	V20373	RADIOLOGY DIAGNOSTIC	1/13/2005	562322338	IMAGE DIGITIZATION SYSTEM, COMPUTED RADIOGRAPHY	NONE	FUJIFILM MEDICAL SYSTEMS USA	SMART CR	NON HIGH RISK
TRUE	V21496	CANCER TREATMENT CENTER		261864	LASER, PATIENT ALIGNMENT	NONE	GAMMEX INC	GLD400B	NONE
TRUE	V21832	CANCER TREATMENT CENTER		NSN30043514	LIGHT, EXAMINATION	NONE	GRAHAM-FIELD HEALTH PRODUCTS	GOOSENECK	NONE
TRUE	V21843	RADIOLOGY DIAGNOSTIC	1/13/2003	82-1975	DI C-ARM	NONE	OEC MEDICAL SYSTEMS, INC	9800	NON HIGH RISK
TRUE	V22106	SURGERY AND RECOVERY SERVICES		130300080	FREEZER, LABORATORY	DOHENY	PANASONIC CORP OF AMERICA	SF-L6111W-PA	NONE
TRUE	V21477	SURGERY AND RECOVERY SERVICES		1303502123	DRILL BONE	DOHENY	STRYKER MEDICAL	CORE POWER DRIVER (5400-50)	NON HIGH RISK
TRUE	V14436	SURGERY AND RECOVERY SERVICES			BATH, WATER	NONE	THERMO SCIENTIFIC	183	NONE
TRUE	V21371	SURGERY AND RECOVERY SERVICES		P1Q050102779	MONITOR CRT	DOHENY	VIEW SONICS	VE710B	NON HIGH RISK
TRUE	V21590	EMERGENCY SERVICES		CTUF0547	DOPPLER, ULTRASONIC, DIAGNOSTIC	NONE	NICOLET BIOMEDICAL, INC.	IMEXDOP CT+	NONE
TRUE	V21463	CLINICAL LABORATORY SERVICES		V21463*	ANALYZER, LABORATORY, MICROBIOLOGY, BLOOD CULTURE, AUTOMATED	NONE	BECTON DICKINSON MICROBIOLOGY	BACTEC 9120	NON HIGH RISK
TRUE	V23720	CLINICAL LABORATORY SERVICES	12/15/2016	CT0953	ANALYZER CHEMISTRY	NONE	BECTON DICKINSON MICROBIOLOGY	BDMax	NON HIGH RISK
TRUE	V22226	BLOOD BANK		NSN1455069	MICROSCOPE LIGHT LABORATORY	NONE	CARL ZEISS SURGICAL INC.	AXIOSKOP 20	NON HIGH RISK
TRUE	V22029	SURGERY AND RECOVERY SERVICES		1270-341	MONITOR LCD	DOHENY	CARL ZEISS SURGICAL INC.	1270-341 TOUCHSCREEN 15"	NON HIGH RISK
TRUE	V21217	OTHER MEDICAL/SURGICAL ACUTE		RPV04471762GA	PRINTER	NONE	GE HEALTHCARE	PRN 50-M	NON HIGH RISK
TRUE	V21802	EMERGENCY SERVICES		D4PV9324G	PRINTER	NONE	GE HEALTHCARE	PRN 50-M	NON HIGH RISK
TRUE	V23382	PHYSICAL THERAPY	10/3/2016	15450	ULTRASOUND THERAPEUTIC	NONE	CHATTANOOGA CORP	70004	NON HIGH RISK
TRUE	V22448	SURGERY AND RECOVERY SERVICES		FB00312	ASPIRATOR	DOHENY	Storz	CLEARVISION II	NON HIGH RISK
TRUE	VT4583	SURGERY AND RECOVERY SERVICES		1NN3-0058	MONITOR, BEDIDE, NEUROLOGY, ELECTROMYOGRAPHIC	DOHENY	MEDTRONIC INC.	NIM RESPONSE 3.0	NONE
TRUE	V22015	CARDIOLOGY SERVICES		B0C8GP	ULTRASOUND TRANSDUCER	NONE	PHILIPS MEDICAL SYSTEMS	S5-1	NON HIGH RISK
TRUE	V22085	CARDIOLOGY CLINIC		B0NDG7	ULTRASOUND TRANSDUCER	NONE	PHILIPS MEDICAL SYSTEMS	S5-1	NON HIGH RISK
TRUE	V21258	RESPIRATORY THERAPY		VS3001853	VENTILATOR	NONE	PHILIPS RESPIRONICS	ESPRIT V1000	CRITICAL - LIFE SUPPORT
TRUE	V20497	RESPIRATORY THERAPY		VS3001700	VENTILATOR	NONE	PHILIPS RESPIRONICS	ESPRIT V1000	CRITICAL - LIFE SUPPORT
TRUE	V19854	CARDIAC CATHETERIZATION SERVICES		300100	MONITOR TRANSPORT	NONE	COLINS MEDICAL	BP-S510	NON HIGH RISK
TRUE	V19307	OTHER MEDICAL/SURGICAL ACUTE	9/14/2007	AF07G001696	DEFIBRILLATOR	NONE	ZOLL MEDICAL	R SERIES ALS	CRITICAL - LIFE SUPPORT
TRUE	V22135	BIOMEDICAL ENGINEERING		26030319	DEFIBRILLATOR	NONE	ZOLL MEDICAL	PD-1400	CRITICAL - LIFE SUPPORT
TRUE	V19709	CARDIAC CATHETERIZATION SERVICES	8/17/2009	AF09D007590	DEFIBRILLATOR	NONE	ZOLL MEDICAL	R SERIES ALS	CRITICAL - LIFE SUPPORT
TRUE	V19463	ASIAN PACIFIC LIVER CENTER	10/27/2008	X08I174312	DEFIBRILLATOR AED	NONE	ZOLL MEDICAL	AED PLUS	NON HIGH RISK
TRUE	V22227	PHYSICAL THERAPY		5080137	MONITOR LCD	NONE	AGN\PRO PROFESSIONAL DISPLAY SOLUTIONS	EP17AV	NON HIGH RISK
TRUE	V23470	GASTROINTESTINAL SERVICES		2428077	COLONOSCOPE, VIDEO	NONE	OLYMPUS AMERICA, INC.	CF-Q160AL	NONE
TRUE	V25040	CLINICAL LABORATORY SERVICES	7/1/2017	DV370206	ANALYZER CHEMISTRY	NONE	SIEMENS HEALTHCARE DIAGNOSTICS INC	DIMENSION VISTA 500	NON HIGH RISK
TRUE	V25588	NONE	8/1/2018	2053166	PLASMA THAWER	NONE	HELMER LABS, INC.	QuickThaw	NONE
TRUE	V23472	GASTROINTESTINAL SERVICES		2701110	ENDOSCOPE FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	BF-1T180	NON HIGH RISK
TRUE	V23473	GASTROINTESTINAL SERVICES		2700788	ENDOSCOPE FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	BF-P180	NON HIGH RISK
TRUE	V23494	GASTROINTESTINAL SERVICES		2100362	ENDOSCOPE FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	TJF-160F	NON HIGH RISK
TRUE	V23444	EDUCATION ADMINISTRATIVE OFFICE		AS301335	MONITOR NIBP	NONE	COLINS MEDICAL	BP-8800C	NON HIGH RISK
TRUE	V22117	RADIOLOGY DIAGNOSTIC		760006	DI RAD ROOM DIGITAL	NONE	GE HEALTHCARE	DEFINIUM 8000	NON HIGH RISK
TRUE	V21737	ULTRASONOGRAPHY		00WZ29	ULTRASOUND GENERAL PURPOSE	NONE	ATL ULTRASOUND	HDI 1000	NON HIGH RISK
TRUE	V19341	OTHER MEDICAL/SURGICAL ACUTE		DSH04521929GA	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V19344	OTHER MEDICAL/SURGICAL ACUTE		DSH04521972GA	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V23406	GASTROINTESTINAL SERVICES		KCHT1PW	WORKSTATION ON WHEELS WOW	NONE	IBM CORP.	Endoworks	NON HIGH RISK

TRUE	V19384	GASTROINTESTINAL SERVICES	3/6/2008	TL-031908.01	INFUSION PUMP SYRINGE	NONE	BAXTER HEALTHCARE LTD.	INFUS OR	NON HIGH RISK
TRUE	V22455	EMERGENCY SERVICES		NSNV17324	SCALE PATIENT	NONE	HEALTHOMETER, INC.	FLOOR SCALE	NON HIGH RISK
TRUE	V25068	SURGERY AND RECOVERY SERVICES	10/20/2017	113608	STERILIZATION PROCESS INDICATOR, BIOLOGICAL	DOHENY	3M HEALTHCARE	490	NON HIGH RISK
TRUE	V21015	SURGERY AND RECOVERY SERVICES		NSNV21015	DIGITAL ARCHIVE DEVICE	DOHENY	MEDICAPTURE	MEDICAP USB200	NONE
TRUE	V21012	SURGERY AND RECOVERY SERVICES		NSNV21012	DIGITAL ARCHIVE DEVICE	DOHENY	MEDICAPTURE	MEDICAP USB200	NONE
TRUE	V21531	RENAL DIALYSIS		1178374	WATER PURIFICATION REVERSE OSMOSIS	NONE	GE HEALTHCARE	F-801	NON HIGH RISK
TRUE	V22212	RENAL DIALYSIS		1001010	WATER PURIFICATION REVERSE OSMOSIS	NONE	LAUER MEMBRAN WASSERTECHNIK GMBH	AQUABOSS	NON HIGH RISK
TRUE	V22497	BIOMEDICAL ENGINEERING		7400541	THERMOMETER	NONE	WELCH ALLYN INC	SURETEMP PLUS 690	NON HIGH RISK
TRUE	V22500	EMERGENCY SERVICES		10120349	THERMOMETER	NONE	WELCH ALLYN INC	SURETEMP PLUS 692	NON HIGH RISK
TRUE	V22178	CARDIAC CATHETERIZATION SERVICES		V22178*	BATTERY CHARGER	NONE	3M HEALTHCARE	9662	NON HIGH RISK
TRUE	V18289	CARDIAC CATH SERVICES			BATTERY CHARGER	NONE	3M HEALTHCARE	9662	NON HIGH RISK
TRUE	V19922	CARDIOLOGY CLINIC		SJV12270139SA	TREADMILL	NONE	GE HEALTHCARE	T2100	NONE
TRUE	V19181	SURGERY AND RECOVERY SERVICES	5/11/2007	VT04941	MONITOR EEG	DOHENY	ASPECT MEDICAL SYSTEMS, INC.	BIS VISTA	NON HIGH RISK
TRUE	V23223	OBSERVATION CARE		9037	WARMER PATIENT	NONE	3M HEALTHCARE	875	NON HIGH RISK
TRUE	V22514	OBSERVATION CARE		43671	WARMER PATIENT	NONE	3M HEALTHCARE	875	NON HIGH RISK
TRUE	V21932	PHYSICAL THERAPY		NSNSVMC0125	GUN, HEAT	NONE	EDDY PRODUCTS	VT-1100	NONE
TRUE	V25071	PERIPHERAL VASCULAR LABORATORY		2320BYP2	ULTRASOUND TRANSDUCER	NONE	GE HEALTHCARE	9L	NON HIGH RISK
TRUE	V20680	ULTRASONOGRAPHY		9897617YM2	ULTRASOUND TRANSDUCER	NONE	GE HEALTHCARE	T739	NON HIGH RISK
TRUE	V22688	ULTRASONOGRAPHY		217682WX4	ULTRASOUND TRANSDUCER	NONE	GE HEALTHCARE	4C	NON HIGH RISK
TRUE	V21324	PERIPHERAL VASCULAR LABORATORY		11834PD9	ULTRASOUND TRANSDUCER	NONE	GE HEALTHCARE	4S	NON HIGH RISK
TRUE	V23163	PERIPHERAL VASCULAR LABORATORY		2320BYP2-EQ2-2	ULTRASOUND TRANSDUCER	NONE	GE HEALTHCARE	9L	NON HIGH RISK
TRUE	V20490	ULTRASONOGRAPHY		65639WX7	ULTRASOUND TRANSDUCER	NONE	GE HEALTHCARE	E8C (2297883)	NON HIGH RISK
TRUE	V22300	BLOOD BANK		0002952-03-00	CENTRIFUGE	NONE	HETTICH INSTRUMENTS LP	EBA21	NON HIGH RISK
TRUE	V20886	NUCLEAR MEDICINE		IC01850	MONITOR TRANSPORT	NONE	WELCH ALLYN INC	PROPAQ 104EL	NON HIGH RISK
TRUE	V20607	SURGERY AND RECOVERY SERVICES		DA001101	MONITORING SYSTEM, PHYSIOLOGIC, ACUTE CARE	DOHENY	WELCH ALLYN INC	PROPAQ206EL	NONE
TRUE	V20570	RECOVERY ROOM SERVICE		DA000798	MONITORING SYSTEM, PHYSIOLOGIC, ACUTE CARE	NONE	WELCH ALLYN INC	PROPAQ206EL	NONE
TRUE	V21040	SURGERY AND RECOVERY SERVICES		A00XZEOE16166	TEST EQUIPMENT	DOHENY	EXTRON ELECTRONICS	P/2 DA6XI	NONE
TRUE	V23497	TRANSITIONAL INPATIENT CARE			OPHTHALMOSCOPE/OTOSCOPE	NONE	WELCH ALLYN INC	7114	NON HIGH RISK
TRUE	V19408	EMERGENCY SERVICES	5/7/2008	3950495139B	OPHTHALMOSCOPE/OTOSCOPE	NONE	WELCH ALLYN INC	767	NON HIGH RISK
TRUE	V22725	MEDICAL/SURGICAL INTENSIVE CARE		B34T1989G	CENTRAL STATION	DOHENY	GE HEALTHCARE	CIC APEX BCM	NON HIGH RISK
TRUE	V19312	ULTRASONOGRAPHY	10/1/2007	91795US5	ULTRASOUND POINT OF CARE	NONE	GE HEALTHCARE	LOGIQ 9	NON HIGH RISK
TRUE	V23398	CLINICAL LABORATORY SERVICES		DR033841	REFRIGERATOR/FREEZER, LAB	NONE	GE HEALTHCARE	GMR06AAPABB	NONE
TRUE	V20692	RECOVERY ROOM SERVICE		J7P65479G	RECORDER, GRAPHIC, PHYSIOLOGIC	NONE	GE HEALTHCARE	7160	NONE
TRUE	V20694	RECOVERY ROOM SERVICE		J7P65499G	RECORDER, GRAPHIC, PHYSIOLOGIC	NONE	GE HEALTHCARE	7160	NONE
TRUE	V22172	CLINICAL LABORATORY SERVICES		SL34509V	HOODS, ISOLATION, LAMINAR AIR FLOW	NONE	THE BAKER COMPANY	SG-600	NONE
TRUE	V20627	CARDIAC CATHETERIZATION SERVICES		H7FB2173G	MONITOR PATIENT	NONE	GE HEALTHCARE	EAGLE 4000	NON HIGH RISK
TRUE	V19005	OBSERVATION CARE	5/10/2006	SBG05151614GA	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 3000	NON HIGH RISK
TRUE	V22883	RECOVERY ROOM SERVICE		SJA14507676HA	MONITOR PATIENT	NONE	GE HEALTHCARE	CARESCAPE B450	NON HIGH RISK
TRUE	V22870	RECOVERY ROOM SERVICE		SJA14459942HA	MONITOR PATIENT	NONE	GE HEALTHCARE	CARESCAPE B450	NON HIGH RISK
TRUE	V22878	CARDIAC CATHETERIZATION SERVICES		SJA14519039HA	MONITOR PATIENT	NONE	GE HEALTHCARE	CARESCAPE B450	NON HIGH RISK
TRUE	V22385	EMERGENCY SERVICES		H3EH4069G	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V22382	EMERGENCY SERVICES		AAB04231073GA	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V22889	MEDICAL/SURGICAL INTENSIVE CARE		C9H89501G	MODULE MULTIPARAMETER	DOHENY	GE HEALTHCARE	TRAM 450SL	NON HIGH RISK
TRUE	VT5139	CENTRAL SERVICES AND SUPPLIES		AAW07370251SA	MONITOR VITAL SIGNS	NONE	GE HEALTHCARE	DINAMAP PROCARE 420	NON HIGH RISK
TRUE	VT5065	CENTRAL SERVICES AND SUPPLIES		SDT10500829SA	MONITOR VITAL SIGNS	NONE	GE HEALTHCARE	Dinamap V100	NON HIGH RISK
TRUE	V21774	CLINICAL LABORATORY SERVICES		831	TIMER	NONE	BAXTER HEALTHCARE LTD.	C6541	NON HIGH RISK
TRUE	V21029	SURGERY AND RECOVERY SERVICES		NSNV21029	VIDEO IMAGE PROCESSOR	DOHENY	EXTRON ELECTRONICS	DVS 304	NON HIGH RISK
TRUE	V22408	CARDIOLOGY SERVICES		MOMP3952MX	ELECTROCARDIOGRAPH	NONE	GE HEALTHCARE	MAC 5000	NON HIGH RISK
TRUE	V22018	CARDIOLOGY CLINIC		MOMP3955MX	ELECTROCARDIOGRAPH	NONE	GE HEALTHCARE	MAC 5500	NON HIGH RISK
TRUE	V23694	CARDIAC CATHETERIZATION SERVICES		110095	WARMER PATIENT	NONE	3M HEALTHCARE	775	NON HIGH RISK
TRUE	V23219	SURGERY AND RECOVERY SERVICES		35837	WARMER PATIENT	DOHENY	3M HEALTHCARE	750	NON HIGH RISK
TRUE	V23008	RECOVERY ROOM SERVICE		9033	WARMER PATIENT	NONE	3M HEALTHCARE	875	NON HIGH RISK
TRUE	V20910	RECOVERY ROOM SERVICE		18608	WARMER PATIENT	NONE	3M HEALTHCARE	875	NON HIGH RISK
TRUE	V23233	OBSERVATION CARE		9016	WARMER PATIENT	NONE	3M HEALTHCARE	875	NON HIGH RISK
TRUE	V21206	SURGERY AND RECOVERY SERVICES		434790027	LIGHT SURGICAL	DOHENY	STERIS CORP.	POLARIS	NON HIGH RISK
TRUE	V19631	SURGERY AND RECOVERY SERVICES	1/3/1998	8911497640	LIGHT SURGICAL	DOHENY	STERIS CORP.	SQ240	NON HIGH RISK
TRUE	V21108	SURGERY AND RECOVERY SERVICES		NSNV21108	LIGHT SURGICAL	DOHENY	STERIS CORP.	POLARIS	NON HIGH RISK
TRUE	V20428	RESPIRATORY THERAPY		612100038	NEBULIZER, HEATED	NONE	HUDSON RESPIRATORY CARE, INC.	AQUATHERM III (050-14)	NON HIGH RISK
TRUE	V19435	RESPIRATORY THERAPY		60806 0002	NEBULIZER, HEATED	NONE	HUDSON RESPIRATORY CARE, INC.	AQUATHERM III (050-14)	NON HIGH RISK
TRUE	V20958	BIOMEDICAL ENGINEERING		611110030	NEBULIZER, HEATED	NONE	HUDSON RESPIRATORY CARE, INC.	AQUATHERM III (050-14)	NON HIGH RISK
TRUE	V21105	SURGERY AND RECOVERY SERVICES		0104595-02	STERILIZER	DOHENY	STERIS CORP.	CENTURY V-116 PRE VAC	NON HIGH RISK
TRUE	V22780	PULMONARY FUNCTION SERVICES		B-75555	ASPIRATOR	NONE	Gomco	789	NON HIGH RISK
TRUE	V21771	CLINICAL LABORATORY SERVICES		37611543	STIRRERS	NONE	THERMOLYNE	MAXI MIX II	NONE
TRUE	V20430	RESPIRATORY THERAPY		612100047	HUMIDIFIER, HEATED	NONE	HUDSON RESPIRATORY CARE, INC.	AQUATHERM III	NONE
TRUE	V19831	RESPIRATORY THERAPY		607070143	HUMIDIFIER, HEATED	NONE	HUDSON RESPIRATORY CARE, INC.	NEPTUNE	NONE
TRUE	V21465	CLINICAL LABORATORY SERVICES			HEATING BLOCK	NONE	ROECO	2A	NONE
TRUE	V21509	PHYSICAL THERAPY		5666	TABLE EXAM TREATMENT	NONE	MEDI-PLINTH	11713-605	NON HIGH RISK
TRUE	V20799	CENTRAL SERVICES AND SUPPLIES		32750831	STERILIZER PLASMA	NONE	STERIS CORP.	V-PRO 1 PLUS	NON HIGH RISK
TRUE	V20477	CLINICAL LABORATORY SERVICES		02110068-2	STERILIZING UNIT, INOCULATING LOOP	NONE	KENDALL CO / DIV TYCO HEALTHCARE	BACTI-CINERATOR IV	NONE

TRUE	V21471	CLINICAL LABORATORY SERVICES		EA3822719	REFRIGERATOR	NONE	WHIRLPOOL	40BRC/RW/RB	NONE
TRUE	V19396	OBSERVATION CARE	1/1/2006	416506027	WARMING UNIT, MULTIPURPOSE	NONE	STERIS CORP.	QDJ06	NONE
TRUE	V22398	EMERGENCY SERVICES		11092510100306	LIGHT, EXAMINATION	NONE	STERIS CORP.	HARMONY LA300	NONE
TRUE	V19586	OTHER MEDICAL/SURGICAL ACUTE		S6009699YA	MONITOR LCD	NONE	NEC CORP OF AMERICA INC	MULTISYNC LCD1980SXI	NON HIGH RISK
TRUE	V19155	CENTRAL SERVICES AND SUPPLIES		2156812-EQ2-2	FEEDING PUMP	NONE	ABBOTT LABORATORIES	PATROL	NON HIGH RISK
TRUE	V21032	SURGERY AND RECOVERY SERVICES		9.1E+114	RECORDER, DVD	DOHENY	JVC PROFESSIONAL PRODUCTS CO.	SR-DVM70U	NONE
TRUE	V21035	SURGERY AND RECOVERY SERVICES		080E0310	RECORDER, DVD	DOHENY	JVC PROFESSIONAL PRODUCTS CO.	SR-DVM70U	NONE
TRUE	V19743	RENAL DIALYSIS		1276920	WATER PURIFICATION REVERSE OSMOSIS	NONE	Mar Cor Purification	MILLENIUM	NON HIGH RISK
TRUE	V25699	SURGERY AND RECOVERY SERVICES	11/1/2018	2739AVHIB8822600245	RELOCATABLE POWER TAP, HOSPITAL GRADE	NONE	TRIPP-LITE	PS-625-HG-20A-OEM	NONE
TRUE	V22686	CARDIAC CATHETERIZATION SERVICES		B051813E	DOPPLER, ULTRASONIC, DIAGNOSTIC	NONE	ESCALON MEDICAL CORPORATION	PD ACCESS	NONE
TRUE	V20256	PHYSICAL THERAPY		3467	TRACTION UNIT, INTERMITTENT	NONE	CHATTANOOGA CORP	T700	NONE
TRUE	V21741	GASTROINTESTINAL SERVICES		7102487	IMAGE PROCESSOR ENDOSCOPIC	NONE	OLYMPUS AMERICA, INC.	CV-160	NON HIGH RISK
TRUE	V22601	RESPIRATORY THERAPY		127032	POSITIVE AIRWAY PRESSURE UNIT, CONTINUOUS	NONE	PHILIPS RESPIRONICS	BIPAP VISION	NONE
TRUE	V19063	RESPIRATORY THERAPY	3/14/2007	127045	POSITIVE AIRWAY PRESSURE UNIT, CONTINUOUS	NONE	PHILIPS RESPIRONICS	BIPAP VISION	NONE
TRUE	V25624	CLINICAL LABORATORY SERVICES	8/1/2018	2053443	REFRIGERATOR/FREEZER, LAB	NONE	HELMER LABS, INC.	IB111	NONE
TRUE	V20473	CLINICAL LABORATORY SERVICES		301995-22406	INCUBATOR LABORATORY	NONE	FORMA SCIENTIFIC	3110	NON HIGH RISK
TRUE	V19555	SURGERY AND RECOVERY SERVICES	5/25/2008	H1456	TABLE, IMAGING	NONE	HOLOGIC, INC.	M214APB	NONE
TRUE	V22603	GASTROINTESTINAL SERVICES		78793	PACS WORKSTATION	NONE	OLYMPUS AMERICA, INC.	ENDOWORKS	NON HIGH RISK
TRUE	V23477	GASTROINTESTINAL SERVICES		2650856	GASTROSCOPE, FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	GIF-2T100	NON HIGH RISK
TRUE	V23469	GASTROINTESTINAL SERVICES		2103735	GASTROSCOPE, FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	GIF-160	NON HIGH RISK
TRUE	V19209	GASTROINTESTINAL SERVICES	8/1/2007	7709658	LIGHT SOURCE, FIBEROPTIC	NONE	OLYMPUS AMERICA, INC.	EVIS EXERA II CLV-180	NON HIGH RISK
TRUE	V20363	CARDIAC CATHETERIZATION SERVICES		713000648	MONITOR LCD	NONE	PHILIPS MEDICAL SYSTEMS	190B7CB/27	NON HIGH RISK
TRUE	V20396	CARDIAC CATHETERIZATION SERVICES		AU3A0715007273	MONITOR LCD	NONE	PHILIPS MEDICAL SYSTEMS	190B7CB/27	NON HIGH RISK
TRUE	V20386	CARDIAC CATHETERIZATION SERVICES	3/3/2009	1576	DI CATH LAB	NONE	PHILIPS MEDICAL SYSTEMS	ALLURA XPER FD20	NON HIGH RISK
TRUE	V19944	CARDIAC CATHETERIZATION SERVICES		AF09D007555	DEFIBRILLATOR	NONE	ZOLL MEDICAL	R SERIES ALS	CRITICAL - LIFE SUPPORT
TRUE	V18293	CLINICAL LABORATORY SERVICES		21004952	THERMOMETER/ HYGROMETER	NONE	CONTROL COMPANY	NONE	NONE
TRUE	V25093	NONE			Drill Driver console	NONE	Anspach	NONE	NONE
TRUE	V25137	NONE		7.7746e+006	LIGHT SOURCE	NONE	OLYMPUS AMERICA, INC.	NONE	NONE
TRUE	V25140	NONE		3.64636e+010	Computer	NONE	DELL COMPUTERS	NONE	NONE
TRUE	V25108	NONE			Refrigerator / cooler	NONE	SUMMIT INDUSTRIES	NONE	NONE
TRUE	V25211	NONE		7.76269e+006	MONITOR CRT	NONE	OLYMPUS AMERICA, INC.	NONE	NON HIGH RISK
TRUE	V25252	NONE			VAPORIZER	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	NONE	NONE
TRUE	V25269	NONE			VAPORIZER	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	NONE	NONE
TRUE	V25272	NONE			VAPORIZER	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	NONE	NONE
TRUE	V25246	NONE			VAPORIZER	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	NONE	NONE
TRUE	V25249	NONE			VAPORIZER	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	NONE	NONE
TRUE	V25143	NONE		7.74784e+006	VIDEO IMAGE PROCESSOR	NONE	OLYMPUS AMERICA, INC.	NONE	NON HIGH RISK
TRUE	V25160	NONE		7.74766e+006	VIDEO IMAGE PROCESSOR	NONE	OLYMPUS AMERICA, INC.	NONE	NON HIGH RISK
TRUE	V22561	SURGERY AND RECOVERY SERVICES		9915AY00M749800006	UPS	DOHENY	TRIPP-LITE	OMNISMART 350HG	NON HIGH RISK
TRUE	V23837	CENTRAL SERVICES AND SUPPLIES		630629	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23796	CENTRAL SERVICES AND SUPPLIES		630618	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23839	CENTRAL SERVICES AND SUPPLIES		630632	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23873	CENTRAL SERVICES AND SUPPLIES		630611	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23795	CENTRAL SERVICES AND SUPPLIES		630615	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23854	CENTRAL SERVICES AND SUPPLIES		630597	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23867	CENTRAL SERVICES AND SUPPLIES		630591	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23872	CENTRAL SERVICES AND SUPPLIES		630594	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V25002	CENTRAL SERVICES AND SUPPLIES		630579	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23804	CENTRAL SERVICES AND SUPPLIES		630576	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	VT2578	SURGERY AND RECOVERY SERVICES	3/8/2007	BEJL01441	ANESTHESIA VAPORIZER	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	TEC 7	NON HIGH RISK
TRUE	V20933	SURGERY AND RECOVERY SERVICES		4174951	MODULE RACK	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	F-CU8-10-VG2	NON HIGH RISK
TRUE	V19030	CARDIAC CATHETERIZATION SERVICES	10/6/2006	811763	MODULE RACK	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	F-CU8-28-03	NON HIGH RISK
TRUE	V21112	SURGERY AND RECOVERY SERVICES		4615626	MODULE MULTIPARAMETER	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	M-NESTPR..01	NON HIGH RISK
TRUE	V20938	SURGERY AND RECOVERY SERVICES		4615632	MODULE MULTIPARAMETER	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	M-NESTPR..01	NON HIGH RISK
TRUE	V20930	SURGERY AND RECOVERY SERVICES		4522441	MODULE, ANESTHETIC GAS	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	M-CAIOV-03	NON HIGH RISK
TRUE	V18306	SURGERY AND RECOVERY SERVICES		GBGCS51	COMPUTERS AND PERIPHERALS	NONE	DELL COMPUTERS	DCTR	NON HIGH RISK
TRUE	V17829	BIOMEDICAL ENGINEERING	6/1/2004	CN0G51524864343E..	COMPUTERS AND PERIPHERALS	NONE	DELL COMPUTERS	325N	NON HIGH RISK
TRUE	V20220	RADIOLOGY DIAGNOSTIC		E22012-0129	SCALE PATIENT	NONE	DETECTO SCALE / DIV CARDINAL SCALE	750	NON HIGH RISK
TRUE	V21277	OTHER MEDICAL/SURGICAL ACUTE		E07404-0109	SCALE PATIENT	NONE	DETECTO SCALE / DIV CARDINAL SCALE	758C	NON HIGH RISK
TRUE	V23534	CARDIAC CATHETERIZATION SERVICES		ASAB0006	ANESTHESIA VAPORIZER	NONE	DRAEGER MEDICAL INC	D-VAPOR	NON HIGH RISK
TRUE	V21739	GASTROINTESTINAL SERVICES		D-1314	ELECTROSURGICAL UNIT	NONE	ERBE USA INC	10128-205	NON HIGH RISK
TRUE	V23258	TRANSITIONAL INPATIENT CARE		A8714	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V22268	OBSERVATION CARE		A8733	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V20458	EMERGENCY SERVICES		A142223	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V22278	SURGERY AND RECOVERY SERVICES		A8128-EQ2-2	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V22428	GASTROINTESTINAL SERVICES		A124623	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V21958	RECOVERY ROOM SERVICE		A331365	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V23077	EMERGENCY SERVICES		A489190	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V23320	EMERGENCY SERVICES		A569264	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK

TRUE	V23363	ASIAN PACIFIC LIVER CENTER		A564616	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V20672	OBSERVATION CARE		A241871	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V19711	BIOMEDICAL ENGINEERING	8/25/2009	200295	ELECTROSURGICAL ANALYZER	NONE	FLUKE BIOMEDICAL	QA-ES SERIES II	NON HIGH RISK
TRUE	V25328	CARDIAC CATHETERIZATION SERVICES		CA25244914	CIRCULATORY ASSIST UNIT, CARDIAC, INTRA-AORTIC BALLOON	NONE	GETINGE USA INC	CARDIOSAVE hybrid	NONE
TRUE	V21799	RESPIRATORY THERAPY		3510070977	VENTILATOR	NONE	Nellcor Puritan Bennett	840	CRITICAL - LIFE SUPPORT
TRUE	V20960	CENTRAL SERVICES AND SUPPLIES		506285	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT DUALFLO	NON HIGH RISK
TRUE	V23517	CENTRAL SERVICES AND SUPPLIES		911621	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V20828	CENTRAL SERVICES AND SUPPLIES		528180	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V20810	CENTRAL SERVICES AND SUPPLIES		564319	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V20807	CENTRAL SERVICES AND SUPPLIES		586556	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V20814	CENTRAL SERVICES AND SUPPLIES		549325	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V21461	CLINICAL LABORATORY SERVICES		463501	MICROSCOPE LIGHT LABORATORY	NONE	NIKON INSTRUMENTS	LABPPHOT2	NON HIGH RISK
TRUE	V20568	RESPIRATORY THERAPY		144-1480	MONITOR SPO2	NONE	NOVAMETRIX MEDICAL SYSTEMS INC	2001	NON HIGH RISK
TRUE	V20991	EDUCATION ADMINISTRATIVE OFFICE		B108923	MONITOR LCD	NONE	SONY ELECTRONICS / MEDICAL SYSTEMS	CPD-200SF	NON HIGH RISK
TRUE	V21923	BIOMEDICAL ENGINEERING		241165	MONITOR RESPIRATION	NONE	TELEDYNE ANALYTICAL INSTRUMENTS	AX-300	NON HIGH RISK
TRUE	V23340	SURGERY AND RECOVERY SERVICES	1/30/2017	298763019	SURGICAL INSTRUMENT CONTROL PANEL	DOHENY	_Not Found (Waiting for Addition)	Dragon Fly	NONE
TRUE	V08103	EDUCATION ADMINISTRATIVE OFFICE	5/11/1999	AG92976L	POWER PROCESSOR	NONE	AGFA HEALTHCARE (US)	TP-50A	NONE
TRUE	V22687	SURGERY AND RECOVERY SERVICES		227501X2060060	SWITCH/HUBS/BRIDGES/ROUTERS, NETWORK	DOHENY	AMX	NXP-TPI/4	NONE
TRUE	V23501	CLINICAL LABORATORY SERVICES		IR43931622	ANALYZER HEMATOLOGY	NONE	BAYER HEALTH CARE	ADVIA 120	NON HIGH RISK
TRUE	V21382	EDUCATION ADMINISTRATIVE OFFICE		NSN1455283	FEEDING PUMP	NONE	COMPAT INC.	COMPAT	NON HIGH RISK
TRUE	V20522	CLINICAL LABORATORY SERVICES		PPFAW2000088	UPS	NONE	CYBERPOWER	PR1500	NON HIGH RISK
TRUE	V6431	CENTRAL SERVICES AND SUPPLIES	4/7/1993	12863064	EXERCISER, CONTINUOUS PASSIVE MOTION	NONE	DANNINGER MEDICAL	400IX	NON HIGH RISK
TRUE	V19189	CENTRAL SERVICES AND SUPPLIES	6/20/2007	41043	EXERCISER, CONTINUOUS PASSIVE MOTION, LOWER LIMB	NONE	DANNINGER MEDICAL	DANNIFLEX 400I	NONE
TRUE	V21791	PHARMACY		MFR:34HL419172-00264	REFRIGERATOR	NONE	DAYTON	5NTW6A	NONE
TRUE	V21948	PHYSICAL THERAPY		NSN30042829	STIMULATOR, ELECTRICAL, PERIPHERAL NERVE	NONE	DYNEX	2005	NONE
TRUE	V20515	CLINICAL LABORATORY SERVICES		GF316A0240	UPS	NONE	EATON POWER QUALITY SOLUTIONS	9130	NON HIGH RISK
TRUE	V22038	RESPIRATORY THERAPY		1275	ANALYZER POC WHOLE BLOOD	NONE	EPOCAL INC	EPOC	NON HIGH RISK
TRUE	V22068	MEDICAL ACUTE		V22068*	NURSE CALL SYSTEM	NONE	EXECUTONE	LIFESAVER	NON HIGH RISK
TRUE	V90488	BIOMEDICAL ENGINEERING		E0019045	NURSE CALL SYSTEM	NONE	EXECUTONE	33200	NON HIGH RISK
TRUE	V21819	CARDIOLOGY SERVICES		E0097997	NURSE CALL SYSTEM	NONE	EXECUTONE	33200	NON HIGH RISK
TRUE	V22003	RENAL DIALYSIS		3T05118552	HEMODIALYSIS UNIT	NONE	FRESENIUS MEDICAL NORTH AMERICA	2008T	NON HIGH RISK
TRUE	V22290	CARDIAC CATHETERIZATION SERVICES		NSNSVMC0087	ANGIOPLASTY SYSTEM, ATHERECTOMY	NONE	HEART TECHNOLOGY INC	ROTABLATOR	NONE
TRUE	V21937	PHYSICAL THERAPY		05-01-002573	EXERCISER, LEG AND ANKLE	NONE	HOIST FITNESS	CD-2400	NONE
TRUE	V20778	SURGERY AND RECOVERY SERVICES		706279	ERGOMETER	NONE	HUDSON FITNESS EQUIPMENT	UBE-BD	NONE
TRUE	V21457	CLINICAL LABORATORY SERVICES		712243	SHAKER, LABORATORY	NONE	IKA-WORKS INC	VXR S1	NONE
TRUE	V21186	PHARMACY		NSNV21186	REFRIGERATOR	NONE	KELVINATOR SCIENTIFIC	BT30RG2	NONE
TRUE	V10824	EDUCATION ADMINISTRATIVE OFFICE	5/11/1999	A-157602	PROJECTORS, SLIDE	NONE	KODAK HEALTH IMAGING	SLIDE PROJECTOR	NONE
TRUE	V22503	CLINICAL LABORATORY SERVICES		125443	MIXER, CLINICAL LABORATORY	NONE	LAB-LINE INSTRUMENTS, INC.	1290	NON HIGH RISK
TRUE	V19323	RADIOLOGY DIAGNOSTIC	11/26/2007	7187211	WARMING UNIT, MULTIPURPOSE	NONE	LAKESIDE HEALTHCARE	8171	NONE
TRUE	V6164	PATHOLOGICAL LABORATORY SERVICES	2/23/1994	21520339	MICROTOME CRYOSTAT	NONE	LEICA MICROSYSTEMS, INC.	CRYOCUT 1800	NON HIGH RISK
TRUE	V21354	SURGERY AND RECOVERY SERVICES		70404000	MICROSCOPE LIGHT OPERATING	DOHENY	LEICA MICROSYSTEMS, INC.	M400E	NON HIGH RISK
TRUE	V21373	SURGERY AND RECOVERY SERVICES		70404001	MICROSCOPE LIGHT OPERATING	DOHENY	LEICA MICROSYSTEMS, INC.	M400E	NON HIGH RISK
TRUE	V21356	SURGERY AND RECOVERY SERVICES		280808004	LIGHT SOURCE, FIBEROPTIC	DOHENY	Lemke	XL202	NON HIGH RISK
TRUE	V22413	EMERGENCY SERVICES		4617	WARMER BLOOD SOLUTION	NONE	LEVEL 1	H-1000	NON HIGH RISK
TRUE	V22163	PULMONARY FUNCTION SERVICES		20030272	EXERCISER, BICYCLE	NONE	LODE MEDICAL TECHNOLOGY	906900	NON HIGH RISK
TRUE	V9940	RECOVERY ROOM SERVICE	7/8/1998	H7P65451G	RECORDER, GRAPHIC	NONE	Marquette	7160	NONE
TRUE	V22748	BIOMEDICAL ENGINEERING		CS04415	FLOWMETER, BLOOD, ULTRASONIC	NONE	MEDASONICS INC.	CARDIOBEAT	NON HIGH RISK
TRUE	V20687	MAGNETIC RESONANCE IMAGING		30674	INJECTOR, CONTRAST MEDIA, MAGNETIC RESONANCE	NONE	MEDRAD, INC.	SPECTRIS MR INJECTION SYSTEM	NONE
TRUE	V25172	NONE		A7529257F4	MONITOR NIBP	NONE	MINDRAY	ACCUTORR V	NON HIGH RISK
TRUE	V25255	SURGICAL ACUTE			ANESTHESIA UNIT	NONE	MINDRAY	A5	CRITICAL - LIFE SUPPORT
TRUE	V25170	NONE		A7529328F4	MONITOR NIBP	NONE	MINDRAY	ACCUTORR V	NON HIGH RISK
TRUE	V25238	SURGICAL ACUTE			ANESTHESIA UNIT	NONE	MINDRAY	A5	CRITICAL - LIFE SUPPORT
TRUE	V16186	SURGERY AND RECOVERY SERVICES		R100928091	WATER BATH	NONE	NEW BRUNSWICK SCIENTIFIC	R76	NONE
TRUE	V22790	OBSERVATION CARE		96089	DOPPLER, ULTRASONIC, DIAGNOSTIC	NONE	PARKS MEDICAL	811-B	NONE
TRUE	V22635	RADIOLOGY DIAGNOSTIC		720047	UPS	NONE	POWERVAR, INC.	ABCE600-111EC	NON HIGH RISK
TRUE	V23500	CLINICAL LABORATORY SERVICES		50110038R-1640009	UPS	NONE	POWERVAR, INC.	50110-03R	NON HIGH RISK
TRUE	V22508	BIOMEDICAL ENGINEERING		OX5502	SIMULATOR, OXYGEN SATURATION/PULSE RATE	NONE	PRONK TECHNOLOGIES INC.	OX-SIM	NONE
TRUE	V23599	PHARMACY	1/30/2017	30021-1087	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire Epidural Infusion Pump	NON HIGH RISK
TRUE	V23604	PHARMACY	1/30/2017	30021-2135	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire Epidural Infusion Pump	NON HIGH RISK
TRUE	V23630	SURGERY AND RECOVERY SERVICES	1/30/2017	30017-5896	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire	NON HIGH RISK
TRUE	V23617	SURGERY AND RECOVERY SERVICES	1/30/2017	30017-7195	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire	NON HIGH RISK
TRUE	V23612	SURGERY AND RECOVERY SERVICES	1/30/2017	30017-7481	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire	NON HIGH RISK
TRUE	V23619	SURGERY AND RECOVERY SERVICES	1/30/2017	30018-3487	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire	NON HIGH RISK
TRUE	V25576	RADIOLOGY DIAGNOSTIC	5/5/2018	150108000071	PACS WORKSTATION	NONE	RADLINK INC	GPS2200	NON HIGH RISK
TRUE	V21757	ASIAN PACIFIC LIVER CENTER		NSN30043983	TABLE EXAM TREATMENT	NONE	RITTER	204	NON HIGH RISK
TRUE	V20677	OBSERVATION CARE		5002-0836	SCALE PATIENT	NONE	SCALE-TRONIX INC.	5002	NON HIGH RISK
TRUE	V21276	OTHER MEDICAL/SURGICAL ACUTE		2002-0318	SCALE PATIENT	NONE	SCALE-TRONIX INC.	2002	NON HIGH RISK
TRUE	V21784	TRANSITIONAL INPATIENT CARE		5002-7095	SCALE PATIENT	NONE	SCALE-TRONIX INC.	5702	NON HIGH RISK
TRUE	V22176	SURGERY AND RECOVERY SERVICES		58005438	FREEZER, LABORATORY, ULTRALOW TEMPERATURE	DOHENY	SCIENTEMP CORP	86-0.1A	NONE

TRUE	V20378	CANCER TREATMENT CENTER		2855	DI LINEAR ACCELERATORS	NONE	SIEMENS MEDICAL	MEVATRON 12	NON HIGH RISK
TRUE	V20506	RADIOLOGY DIAGNOSTIC	5/13/2005	20053	DI C-ARM	NONE	SIEMENS MEDICAL	ARCADIS ORBIC 3D	NON HIGH RISK
TRUE	V20505	RADIOLOGY DIAGNOSTIC		S2784	DI RAD FLOURO	NONE	SIEMENS MEDICAL	POLYDOROS LX 50	NON HIGH RISK
TRUE	V21120	SURGERY AND RECOVERY SERVICES		6001N2000112008	TABLE OPERATING	DOHENY	SKYTRON DIV THE KMW GROUP	ELITE 6001	NON HIGH RISK
TRUE	V22746	RADIOLOGY DIAGNOSTIC		D05950531	EXAM LIGHT CEILING MOUNTED	NONE	SKYTRON DIV THE KMW GROUP	HA60AR	NONE
TRUE	V21167	CENTRAL SERVICES AND SUPPLIES		1467	WARMER BLOOD SOLUTION	NONE	SMITHS MEDICAL INC	HL-90	NON HIGH RISK
TRUE	V23439	CARDIAC CATHETERIZATION SERVICES		0376XM	ULTRASOUND TRANSDUCER TRANSVAGINAL	NONE	SONOSITE INC	ICT/8-5	NON HIGH RISK
TRUE	V10834	EDUCATION ADMINISTRATIVE OFFICE	5/11/1999	1360898	MONITOR CRT	NONE	SPX EDWARDS	28A60A	NON HIGH RISK
TRUE	V22820	EMERGENCY SERVICES		M27489	ASPIRATOR	NONE	SSCOR INC	NEW DUET	NON HIGH RISK
TRUE	V22672	RADIOLOGY DIAGNOSTIC		7060071	TABLE, IMAGING, RADIOGRAPHIC	NONE	SUINSA MEDICAL SYSTEMS	FLEXI-DT	NONE
TRUE	V23672	PHARMACY		2016081523	REFRIGERATOR/FREEZER, STANDARD	NONE	SUMMIT APPLIANCES	ACCUCOLD-FF5IIL	NONE
TRUE	V23678	PHARMACY		2017011188	REFRIGERATOR/FREEZER, STANDARD	NONE	SUMMIT APPLIANCES	ACCUCOLD-FF5IIL	NONE
TRUE	V23674	PHARMACY		2017011192	REFRIGERATOR/FREEZER, STANDARD	NONE	SUMMIT APPLIANCES	ACCUCOLD-FF5IIL	NONE
TRUE	V21845	CANCER TREATMENT CENTER		7044817-2011-03	DOSIMETER, RADIATION	NONE	SUN NUCLEAR CORPORATION	DAILY QA3	NON HIGH RISK
TRUE	V19928	SPINE CLINIC		M00025512	MONITOR NIBP	NONE	SUNTECH MEDICAL INSTRUMENTS INC	247	NON HIGH RISK
TRUE	V19915	CARDIOLOGY CLINIC		M00020403	MONITOR NIBP	NONE	SUNTECH MEDICAL INSTRUMENTS INC	247	NON HIGH RISK
TRUE	V19933	ORTHOPEDIC CLINIC		M00026283	MONITOR NIBP	NONE	SUNTECH MEDICAL INSTRUMENTS INC	247	NON HIGH RISK
TRUE	V20517	CLINICAL LABORATORY SERVICES		F-9056	ANALYZER HEMATOLOGY	NONE	SYSMEX AMERICA, INC.	CA-1500	NON HIGH RISK
TRUE	V20457	EMERGENCY SERVICES		79310896	SPHYGMOMANOMETER, ANEROID	NONE	TYCOS INSTRUMENT, INC.	JEWELL MOVEMENT	NONE
TRUE	V22033	SURGERY AND RECOVERY SERVICES		13000A	ELECTROSURGICAL UNIT	DOHENY	VALLEYLAB INC.	FORCE FXC	NON HIGH RISK
TRUE	V21202	SURGERY AND RECOVERY SERVICES		13003A	ELECTROSURGICAL UNIT	DOHENY	VALLEYLAB INC.	FORCE FXC	NON HIGH RISK
TRUE	V25152	NONE			LARYNGOSCOPE, VIDEO	NONE	VERATHON MEDICAL	TITANIUM	NONE
TRUE	V23285	EMERGENCY SERVICES		BP001768	ULTRASOUND POINT OF CARE	NONE	VERATHON MEDICAL	BLADDERSCAN PRIME	NON HIGH RISK
TRUE	V22026	NUCLEAR MEDICINE		1372	RADIATION SURVEY METER, GEIGER-MULLER	NONE	VICTOREEN	190	NON HIGH RISK
TRUE	V6456	COMMUNICATIONS	6/10/1993	41229171	PAGING SYSTEM, VISUAL	NONE	VISIPLEX INC	FACTS RELAY	NONE
TRUE	V8053	COMMUNICATIONS		F4531250071371 3	PAGING SYSTEM, VISUAL	NONE	VISIPLEX INC	FACTS RELAY	NONE
TRUE	V22563	SURGERY AND RECOVERY SERVICES		1039	HANDPIECE, DENTAL	DOHENY	W & H	IMPLANTMED HANDPIECE	NONE
TRUE	V19563	CARDIAC CATHETERIZATION SERVICES	2/14/2004	200700903	INFORMATION SYSTEM, DATA MANAGEMENT, CARDIOLOGY	NONE	WITT BIOMEDICAL	WITT SERVER	NONE
TRUE	V22840	EMERGENCY SERVICES		V22840*	CAST CUTTER VACUUM	NONE	ZIMMER INC.	8899-002	NON HIGH RISK
TRUE	V20420	BLOOD BANK		5010014	CENTRIFUGE	NONE	CLAY ADAMS BRAND	SERO-FUGE 2002	NON HIGH RISK
TRUE	V20404	RADIOLOGY DIAGNOSTIC	1/3/2005	76423647	IMAGE DIGITIZATION SYSTEM, COMPUTED RADIOGRAPHY	NONE	FUJIFILM MEDICAL SYSTEMS USA	SMART CR	NON HIGH RISK
TRUE	V21440	CANCER TREATMENT CENTER		NSN30043516	LIGHT, EXAMINATION	NONE	GRAHAM-FIELD HEALTH PRODUCTS	GOOSENECK	NONE
TRUE	V20603	MEDICAL/SURGICAL INTENSIVE CARE		65W09860	MONITOR LCD	DOHENY	PANASONIC CORP OF AMERICA	WV-CM1000	NON HIGH RISK
TRUE	V22836	SURGERY AND RECOVERY SERVICES		410622	CAMERA SYSTEM	DOHENY	PANASONIC CORP OF AMERICA	GP-KH232CS	NON HIGH RISK
TRUE	V21479	SURGERY AND RECOVERY SERVICES		1303502213	DRILL BONE	DOHENY	STRYKER MEDICAL	CORE POWER DRIVER (5400-50)	NON HIGH RISK
TRUE	V20324	CENTRAL SERVICES AND SUPPLIES		1090693	BATTERY CHARGER	NONE	STRYKER MEDICAL	SYSTEM 4 BATTERY CHARGER	NON HIGH RISK
TRUE	V19052	CENTRAL SERVICES AND SUPPLIES	2/1/2007	704300833	BATTERY CHARGER	NONE	STRYKER MEDICAL	SYSTEM 6 BATTERY CHARGER	NON HIGH RISK
TRUE	V23341	SURGERY AND RECOVERY SERVICES	1/30/2017	16H-0018	SURGICAL INSTRUMENT CONTROL PANEL	DOHENY	STRYKER MEDICAL	S2 MINI	NONE
TRUE	V21388	EDUCATION ADMINISTRATIVE OFFICE		1107	CART, SERVICE/UTILITY	NONE	ARMSTRONG MEDICAL INDUSTRIES INC	AA-750	NONE
TRUE	V21342	BIOMEDICAL ENGINEERING		1178	TESTER EXTERNAL PACEMAKER	NONE	BIO-TEK INSTRUMENTS INC	PMA-1	NON HIGH RISK
TRUE	V23995	CENTRAL SERVICES AND SUPPLIES		630792	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23965	CENTRAL SERVICES AND SUPPLIES		630786	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23997	CENTRAL SERVICES AND SUPPLIES		630789	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23924	CENTRAL SERVICES AND SUPPLIES		630778	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23903	CENTRAL SERVICES AND SUPPLIES		630761	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23929	CENTRAL SERVICES AND SUPPLIES		630757	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23777	CENTRAL SERVICES AND SUPPLIES		630735	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23779	CENTRAL SERVICES AND SUPPLIES		630739	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V25008	CENTRAL SERVICES AND SUPPLIES		630732	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23941	CENTRAL SERVICES AND SUPPLIES		630555	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23950	CENTRAL SERVICES AND SUPPLIES		630558	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23766	CENTRAL SERVICES AND SUPPLIES		630552	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23957	CENTRAL SERVICES AND SUPPLIES		630678	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23910	CENTRAL SERVICES AND SUPPLIES		630672	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V25010	CENTRAL SERVICES AND SUPPLIES		630675	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23833	CENTRAL SERVICES AND SUPPLIES		630655	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23824	CENTRAL SERVICES AND SUPPLIES		630652	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23772	CENTRAL SERVICES AND SUPPLIES		630543	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23650	CENTRAL SERVICES AND SUPPLIES		625847	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23651	CENTRAL SERVICES AND SUPPLIES		625850	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23664	CENTRAL SERVICES AND SUPPLIES		625764	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23637	CENTRAL SERVICES AND SUPPLIES		625785	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23654	CENTRAL SERVICES AND SUPPLIES		625761	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23812	CENTRAL SERVICES AND SUPPLIES		630724	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23864	CENTRAL SERVICES AND SUPPLIES		630706	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23809	CENTRAL SERVICES AND SUPPLIES		630699	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23802	CENTRAL SERVICES AND SUPPLIES		630694	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23888	CENTRAL SERVICES AND SUPPLIES		630640	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23947	CENTRAL SERVICES AND SUPPLIES		630623	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK

TRUE	V23942	CENTRAL SERVICES AND SUPPLIES		630626	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23920	CENTRAL SERVICES AND SUPPLIES		630605	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23792	CENTRAL SERVICES AND SUPPLIES		630620	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23922	CENTRAL SERVICES AND SUPPLIES		630608	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23868	CENTRAL SERVICES AND SUPPLIES		630585	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23857	CENTRAL SERVICES AND SUPPLIES		630588	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23835	CENTRAL SERVICES AND SUPPLIES		630574	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V21006	SURGERY AND RECOVERY SERVICES		4147316	MODULE PRINTER	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	M-REC..3.	NON HIGH RISK
TRUE	V21127	SURGERY AND RECOVERY SERVICES		4147371	MODULE PRINTER	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	M-REC..3.	NON HIGH RISK
TRUE	V20928	SURGERY AND RECOVERY SERVICES		4414958	MODULE PRINTER	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	M-REC..3.	NON HIGH RISK
TRUE	V25558	CARDIAC CATHETERIZATION SERVICES		831798	MODULE NIBP	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	M-NIBP-00-03	NON HIGH RISK
TRUE	V20929	SURGERY AND RECOVERY SERVICES		4211393	MODULE BISPECTRAL INDEX (BIS)	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	M-NMT..02	NON HIGH RISK
TRUE	V21126	SURGERY AND RECOVERY SERVICES		4217828	MODULE BISPECTRAL INDEX (BIS)	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	M-NMT..02	NON HIGH RISK
TRUE	V23240	CARDIAC CATHETERIZATION SERVICES		CN-0G313H-74261-916-0	MONITOR LCD	NONE	DELL COMPUTERS	1800FP	NON HIGH RISK
TRUE	V22745	CARDIAC CATHETERIZATION SERVICES		ON-0C0646-46633-58V-0	MONITOR FETAL	NONE	DELL COMPUTERS	2001FP	NON HIGH RISK
TRUE	V19204	GASTROINTESTINAL SERVICES	8/2/2007	11287300	ELECTROSURGICAL UNIT ARGON	NONE	ERBE USA INC	APC 2	NON HIGH RISK
TRUE	V20749	TRANSITIONAL INPATIENT CARE		a124496-EQ2-2	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V22495	TRANSITIONAL INPATIENT CARE			THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	30042813	RADIOLOGY DIAGNOSTIC		A148376	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V22814	TRANSITIONAL INPATIENT CARE		A68956	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V22750	GASTROINTESTINAL SERVICES		A123980	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V20580	RECOVERY ROOM SERVICE		A123146	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V20719	EMERGENCY SERVICES		MOMP3951MX	ELECTROCARDIOGRAPH	NONE	GE HEALTHCARE	MAC 5000	NON HIGH RISK
TRUE	V22472	EMERGENCY SERVICES		SH613420129SA	MONITOR VITAL SIGNS	NONE	GE HEALTHCARE	CARESCAPE DINAMAP V100	NON HIGH RISK
TRUE	V22473	EMERGENCY SERVICES		SH613420415SA	MONITOR VITAL SIGNS	NONE	GE HEALTHCARE	CARESCAPE DINAMAP V100	NON HIGH RISK
TRUE	V22475	EMERGENCY SERVICES		SH613420126SA	MONITOR VITAL SIGNS	NONE	GE HEALTHCARE	CARESCAPE DINAMAP V100	NON HIGH RISK
TRUE	V23514	CENTRAL SERVICES AND SUPPLIES		160680703	BATTERY CHARGER	NONE	STRYKER MEDICAL	Universal Charger	NON HIGH RISK
TRUE	V23728	BLOOD BANK	5/23/2017	2039784	INCUBATOR LABORATORY	NONE	HELMER LABS, INC.	PC900	NON HIGH RISK
TRUE	V22454	CARDIOLOGY SERVICES			SCALE PATIENT	NONE	HEALTHOMETER, INC.	Ambulatory Scale	NON HIGH RISK
TRUE	VT5060	CENTRAL SERVICES AND SUPPLIES		AAW07480677SA	MONITOR VITAL SIGNS	NONE	GE HEALTHCARE	DINAMAP PROCARE 420	NON HIGH RISK
TRUE	VT5062	CENTRAL SERVICES AND SUPPLIES		AAW0830036SA	MONITOR VITAL SIGNS	NONE	GE HEALTHCARE	DINAMAP PROCARE 420	NON HIGH RISK
TRUE	V20683	ULTRASONOGRAPHY		34249WX3	ULTRASOUND TRANSDUCER	NONE	GE HEALTHCARE	EBC (2297883)	NON HIGH RISK
TRUE	V25022	CENTRAL SERVICES AND SUPPLIES		X05K073900	DEFIBRILLATOR AED	NONE	ZOLL MEDICAL	AED PLUS	NON HIGH RISK
TRUE	V25115	BLOOD BANK	5/24/2017	2041360	REFRIGERATOR/FREEZER, BLOOD BANK	NONE	HELMER LABS, INC.	ILF-126	NONE
TRUE	V21451DUP	CLINICAL LABORATORY SERVICES			HEATING BLOCK	NONE	ROECO	2A	NONE
TRUE	V22464	ONCOLOGY ACUTE		4117061	ULTRASOUND GENERAL PURPOSE	NONE	VERATHON MEDICAL	BVI 3000	NON HIGH RISK
TRUE	V20697	RECOVERY ROOM SERVICE		J7P65502G	RECORDER, GRAPHIC, PHYSIOLOGIC	NONE	GE HEALTHCARE	7160	NONE
TRUE	V23736	CARDIAC CATHETERIZATION SERVICES		A156851	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V23849	CENTRAL SERVICES AND SUPPLIES		635685	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23850	CENTRAL SERVICES AND SUPPLIES		635687	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V21291	CENTRAL SERVICES AND SUPPLIES		D40E29	HYPOTHERMIA UNIT	NONE	GAYMAR INDUSTRIES INC	TP500C	NON HIGH RISK
TRUE	V22460	SURGERY AND RECOVERY SERVICES		H7ST0745G	MODULE RACK	DOHENY	Marquette	TRAM-RAC 4A	NON HIGH RISK
TRUE	V22837	SURGERY AND RECOVERY SERVICES		3014240	DIGITAL ARCHIVE DEVICE	DOHENY	MEDICAPTURE	MEDICAP USB300	NONE
TRUE	V22444	SURGERY AND RECOVERY SERVICES		2056	LIGHT SOURCE, FIBEROPTIC	DOHENY	PILLING SURGICAL / TELEFLEX	521201	NON HIGH RISK
TRUE	V22471	SURGERY AND RECOVERY SERVICES		4209353	MODULE RACK	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	F-CU8	NON HIGH RISK
TRUE	V22461	SURGERY AND RECOVERY SERVICES		96124	ASPIRATOR	DOHENY	INTEGRA OHIO, INC	1530000-M3	NON HIGH RISK
TRUE	V22456	EMERGENCY SERVICES		50022057	SCALE PATIENT	NONE	SCALE-TRONIX INC.	5002	NON HIGH RISK
TRUE	V22463	RADIOLOGY DIAGNOSTIC		HXC5001616	MONITOR LCD	NONE	EIZO NANAO CORPORATION	RADIFORCE LS560W	NON HIGH RISK
TRUE	V23750	CARDIAC CATHETERIZATION SERVICES		110825	WARMER PATIENT	NONE	3M HEALTHCARE	775	NON HIGH RISK
TRUE	V13186	SURGERY AND RECOVERY SERVICES		302312	SPECTROPHOTOMETER	NONE	BAUSCH & LOMB SURGICAL	NONE	NONE
TRUE	V18296	CLINICAL LABORATORY SERVICES		221190014	TIMER	NONE	CONTROL COMPANY	NONE	NON HIGH RISK
TRUE	V14430	SURGERY AND RECOVERY SERVICES		AA20439	BALANCE & MOBILITY ANALYZER	NONE	OHAUS CORP.	NONE	NONE
TRUE	V14428	SURGERY AND RECOVERY SERVICES		AA04476	BALANCE & MOBILITY ANALYZER	NONE	OHAUS CORP.	NONE	NONE
TRUE	V25092	NONE			Drill Driver console	NONE	Anspach	NONE	NONE
TRUE	V25100	CENTRAL SERVICES AND SUPPLIES		805293	INFUSION PUMP	NONE	BAXTER HEALTHCARE LTD.	NONE	NON HIGH RISK
TRUE	V25103	CENTRAL SERVICES AND SUPPLIES		814630	INFUSION PUMP	NONE	BAXTER HEALTHCARE LTD.	NONE	NON HIGH RISK
TRUE	V25109	NONE			Refrigerator / cooler	NONE	SUMMIT INDUSTRIES	NONE	NONE
TRUE	V25110	NONE		103287	Patient warmer air	NONE	3M HEALTHCARE	NONE	NONE
TRUE	V25112	NONE			Drill control console	NONE	MEDTRONIC INC.	NONE	NONE
TRUE	V25114	NONE			Fluid warmer blood	NONE	SMITHS MEDICAL INC	NONE	NONE
TRUE	V25119	CENTRAL SERVICES AND SUPPLIES		808195	INFUSION PUMP	NONE	BAXTER HEALTHCARE LTD.	NONE	NON HIGH RISK
TRUE	V25121	CENTRAL SERVICES AND SUPPLIES		804213	INFUSION PUMP	NONE	BAXTER HEALTHCARE LTD.	NONE	NON HIGH RISK
TRUE	V25124	CENTRAL SERVICES AND SUPPLIES		802175	INFUSION PUMP	NONE	BAXTER HEALTHCARE LTD.	NONE	NON HIGH RISK
TRUE	V25134	SURGERY AND RECOVERY SERVICES		664010780	MICROSCOPE LIGHT OPERATING	DOHENY	Zeiss	KINEVO 900	NON HIGH RISK
TRUE	V25136	NONE		7.74808e+006	VIDEO IMAGE PROCESSOR	NONE	OLYMPUS AMERICA, INC.	NONE	NON HIGH RISK
TRUE	V25139	NONE		3.64637e+010	Computer	NONE	DELL COMPUTERS	NONE	NONE
TRUE	V25141	NONE			MONITOR CRT	NONE	DELL COMPUTERS	NONE	NON HIGH RISK
TRUE	V25142	NONE		7.73346e+006	INSUFFALATOR	NONE	OLYMPUS AMERICA, INC.	NONE	NON HIGH RISK
TRUE	V25144	NONE		7.77478e+006	LIGHT SOURCE	NONE	OLYMPUS AMERICA, INC.	NONE	NONE

TRUE	V25145	NONE	2.17357e+007	Flushing pump	NONE	OLYMPUS AMERICA, INC.	NONE	NONE
TRUE	V25147	NONE		MONITOR CRT	NONE	DELL COMPUTERS	NONE	NON HIGH RISK
TRUE	V25148	NONE		Video Laryngoscopy	NONE	VERATHON MEDICAL	NONE	NONE
TRUE	V25150	NONE		Video Laryngoscopy	NONE	VERATHON MEDICAL	NONE	NONE
TRUE	V25151	NONE		LARYNGOSCOPE, VIDEO	NONE	VERATHON MEDICAL	TITANIUM	NONE
TRUE	V25154	NONE	7.73347e+006	INSUFFALATOR	NONE	OLYMPUS AMERICA, INC.	NONE	NON HIGH RISK
TRUE	V25156	NONE	2.17357e+007	Flushing pump	NONE	OLYMPUS AMERICA, INC.	NONE	NONE
TRUE	V25157	NONE	7.77479e+006	LIGHT SOURCE	NONE	OLYMPUS AMERICA, INC.	NONE	NONE
TRUE	V25159	NONE	7.74767e+006	VIDEO IMAGE PROCESSOR	NONE	OLYMPUS AMERICA, INC.	NONE	NON HIGH RISK
TRUE	V25209	NONE	7.76267e+006	MONITOR CRT	NONE	OLYMPUS AMERICA, INC.	NONE	NON HIGH RISK
TRUE	V25210	NONE	3.64637e+010	Computer	NONE	DELL COMPUTERS	NONE	NONE
TRUE	V25212	NONE	7.76266e+006	MONITOR CRT	NONE	OLYMPUS AMERICA, INC.	NONE	NON HIGH RISK
TRUE	V25213	NONE	7.72277e+006	Balloon control unit	NONE	OLYMPUS AMERICA, INC.	NONE	NONE
TRUE	V25215	NONE	1.41971e+009	BATTERY CHARGER	NONE	STRYKER MEDICAL	NONE	NON HIGH RISK
TRUE	V25216	SURGERY AND RECOVERY SERVICES		TABLE OPERATING	NONE	MIZUHO OSI	NONE	NON HIGH RISK
TRUE	V25231	NONE	804285	INFUSION PUMP	NONE	BAXTER HEALTHCARE LTD.	NONE	NON HIGH RISK
TRUE	V25232	NONE	806119	INFUSION PUMP	NONE	BAXTER HEALTHCARE LTD.	NONE	NON HIGH RISK
TRUE	V25239	NONE		VAPORIZER	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	NONE	NONE
TRUE	V25240	NONE		VAPORIZER	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	NONE	NONE
TRUE	V25241	NONE		VAPORIZER	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	NONE	NONE
TRUE	V25243	NONE		VAPORIZER	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	NONE	NONE
TRUE	V25245	NONE		VAPORIZER	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	NONE	NONE
TRUE	V25247	NONE		ANESTHESIA UNIT	NONE	MINDRAY	A5	CRITICAL - LIFE SUPPORT
TRUE	V25248	NONE		VAPORIZER	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	NONE	NONE
TRUE	V25251	NONE		VAPORIZER	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	NONE	NONE
TRUE	V25253	NONE		VAPORIZER	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	NONE	NONE
TRUE	V25254	NONE		VAPORIZER	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	NONE	NONE
TRUE	V25256	SURGICAL ACUTE		ANESTHESIA UNIT	NONE	MINDRAY	A5	CRITICAL - LIFE SUPPORT
TRUE	V25257	NONE		VAPORIZER	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	NONE	NONE
TRUE	V25259	SURGICAL ACUTE		ANESTHESIA UNIT	NONE	MINDRAY	A5	CRITICAL - LIFE SUPPORT
TRUE	V25260	NONE		VAPORIZER	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	NONE	NONE
TRUE	V25262	SURGICAL ACUTE		ANESTHESIA UNIT	NONE	MINDRAY	A5	CRITICAL - LIFE SUPPORT
TRUE	V25263	NONE		VAPORIZER	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	NONE	NONE
TRUE	V25265	NONE		Vaporizer agent	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	NONE	NONE
TRUE	V25268	SURGICAL ACUTE		ANESTHESIA UNIT	NONE	MINDRAY	A5	CRITICAL - LIFE SUPPORT
TRUE	V25270	NONE		VAPORIZER	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	NONE	NONE
TRUE	V25271	SURGICAL ACUTE		ANESTHESIA UNIT	NONE	MINDRAY	A5	CRITICAL - LIFE SUPPORT
TRUE	V25273	NONE		VAPORIZER	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	NONE	NONE
TRUE	V25275	CENTRAL SERVICES AND SUPPLIES	802021	INFUSION PUMP	NONE	BAXTER HEALTHCARE LTD.	NONE	NON HIGH RISK
TRUE	V25279 (Replaces	NONE	814342	INFUSION PUMP	NONE	BAXTER HEALTHCARE LTD.	NONE	NON HIGH RISK
TRUE	V25282	CENTRAL SERVICES AND SUPPLIES	805390	INFUSION PUMP	NONE	BAXTER HEALTHCARE LTD.	NONE	NON HIGH RISK
TRUE	V25284 (New Biom	NONE	814566	INFUSION PUMP	NONE	BAXTER HEALTHCARE LTD.	NONE	NON HIGH RISK
TRUE	V25290 (New Biom	NONE	814786	INFUSION PUMP	NONE	BAXTER HEALTHCARE LTD.	NONE	NON HIGH RISK
TRUE	V29877	NONE		MODULE TCPO2/CO2	NONE	PHILIPS MEDICAL SYSTEMS	NONE	NON HIGH RISK
TRUE	V25561	SURGERY AND RECOVERY SERVICES	315648	TABLE OPERATING	NONE	ALLEN MEDICAL	A-71100-US	NON HIGH RISK
TRUE	V25560	ULTRASONOGRAPHY	6/8/2018 GA307515-2	ULTRASOUND POINT OF CARE	NONE	GE HEALTHCARE	LOGIQ E9	NON HIGH RISK
TRUE	V25563	SURGERY AND RECOVERY SERVICES	6/6/2018 1118981001180530	FREEZER, BIOLOGICAL	NONE	THERMO SCIENTIFIC	TSX400886D	NONE
TRUE	V25573	NONE	811B-6000017651	DOPPLER, ULTRASONIC, DIAGNOSTIC	NONE	PARKS MEDICAL	811-B	NONE
TRUE	V25294	NONE	A7529334	MONITOR NIBP	NONE	MINDRAY	ACCUTORR V	NON HIGH RISK
TRUE	V25286	NONE	06142807	ASPIRATOR	NONE	MENTOR, INC.	G-4000	NON HIGH RISK
TRUE	V25167	NONE	A7529338F4	MONITOR NIBP	NONE	MINDRAY	ACCUTORR V	NON HIGH RISK
TRUE	V25166	NONE	A7529323F4	MONITOR NIBP	NONE	MINDRAY	ACCUTORR V	NON HIGH RISK
TRUE	V25171	NONE	A7529333F4	MONITOR NIBP	NONE	MINDRAY	ACCUTORR V	NON HIGH RISK
TRUE	V25173	NONE	A7529351F4	MONITOR NIBP	NONE	MINDRAY	ACCUTORR V	NON HIGH RISK
TRUE	V25570	CENTRAL SERVICES AND SUPPLIES	6/21/2018 0317616-02	STERILIZER	NONE	STERIS CORP.	400 SERIES	NON HIGH RISK
TRUE	V25568	SURGERY AND RECOVERY SERVICES	6/21/2018 OV175198	INSUFFATOR	DOHENY	Storz	THERMOFLATOR	NONE
TRUE	V25569	SURGERY AND RECOVERY SERVICES	6/21/2018 UV0698053	LIGHT SOURCE	DOHENY	KARL STORZ ENDOSCOPY-AMERICA INC	XENON 300	NONE
TRUE	V25567	SURGERY AND RECOVERY SERVICES	6/21/2018 UV719656-P	CAMERA HEAD	DOHENY	Storz	TC300	NONE
TRUE	V25605	NONE	14500849	THERMOMETER	NONE	WELCH ALLYN INC	Sure Temp Plus 690	NON HIGH RISK
TRUE	V25586	NONE	AM17B00477	LARYNGOSCOPE, VIDEO	NONE	Ambu	aView	NONE
TRUE	V25596	SURGERY AND RECOVERY SERVICES	8/7/2018 2018071165	Infusion Pumps, Blood/Solution Warming	NONE	BELMONT INSTRUMENT CORP.	RI-2	NONE
TRUE	V25590	NONE	8/1/2018 2053039	Platelet Incubator	NONE	HELMER LABS, INC.	PC4200I	NONE
TRUE	V25589	NONE	8/1/2018 2053167	PLASMA THAWER	NONE	HELMER LABS, INC.	QuickThaw	NONE
TRUE	V25623	CLINICAL LABORATORY SERVICES	8/1/2018 2053444	REFRIGERATOR/FREEZER, LAB	NONE	HELMER LABS, INC.	IB111	NONE
TRUE	VT2927	SURGERY AND RECOVERY SERVICES	9/3/2018 12599671	INFUSION PUMP	NONE	ALARIS MEDICAL SYSTEMS	8015	NON HIGH RISK
TRUE	VT2926	SURGERY AND RECOVERY SERVICES	9/3/2018 12751722	INFUSION PUMP	NONE	ALARIS MEDICAL SYSTEMS	8015	NON HIGH RISK
TRUE	VT2922	SURGERY AND RECOVERY SERVICES	9/3/2018 12516913	INFUSION PUMP SYRINGE	NONE	ALARIS MEDICAL SYSTEMS	8110	NON HIGH RISK
TRUE	VT2921	SURGERY AND RECOVERY SERVICES	9/3/2018 12400226	INFUSION PUMP SYRINGE	NONE	ALARIS MEDICAL SYSTEMS	8110	NON HIGH RISK
TRUE	VT2919	SURGERY AND RECOVERY SERVICES	9/3/2018 12398536	INFUSION PUMP SYRINGE	NONE	ALARIS MEDICAL SYSTEMS	8110	NON HIGH RISK

TRUE	V25636	GASTROINTESTINAL SERVICES	9/6/2018	7722302	ENDOSCOPE FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	GF-UCT180	NON HIGH RISK
TRUE	V25637	GASTROINTESTINAL SERVICES	9/6/2018	7722301	ENDOSCOPE FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	GF-UCT180	NON HIGH RISK
TRUE	V25639	PATHOLOGICAL LABORATORY SERVICES	8/22/2018	4A80205002	REFRIGERATOR LABORATORY	NONE	FRIGIDAIRE	FFHT2032TS1	NON HIGH RISK
TRUE	V25640	SURGERY AND RECOVERY SERVICES	9/17/2018	5011830	ULTRASOUND GENERAL PURPOSE	NONE	B-K MEDICAL SYSTEMS	bk5000-01	NON HIGH RISK
TRUE	V25642	SURGERY AND RECOVERY SERVICES	9/17/2018	3112425	ULTRASOUND TRANSDUCER	NONE	BK Ultrasound	I14C5I	NON HIGH RISK
TRUE	V25643	SURGERY AND RECOVERY SERVICES	9/17/2018	3120553	ULTRASOUND TRANSDUCER	NONE	BK Ultrasound	I12C5b	NON HIGH RISK
TRUE	V25335	TELEMETRY		A161544	THERMOMETER INFRARED	NONE	EXERGEN	TAT-5000S-TTL	NON HIGH RISK
TRUE	V25224	BLOOD BANK		51003084	CENTRIFUGE	NONE	ORTHO-CLINICAL DIAGNOSTICS INC A JOHNSON & JOHNSON	6904630	NON HIGH RISK
TRUE	V25120	CENTRAL SERVICES AND SUPPLIES		803092	INFUSION PUMP	NONE	SIGMA INTERNATIONAL	SPECTRUM	NON HIGH RISK
TRUE	V25347	CENTRAL SERVICES AND SUPPLIES		886832	INFUSION PUMP	NONE	SIGMA INTERNATIONAL	SPECTRUM	NON HIGH RISK
TRUE	V25669	SURGERY AND RECOVERY SERVICES		CN-OCC352-64180-67P-1CBC	MONITOR LCD	DOHENY	DELL COMPUTERS	1707FPF	NON HIGH RISK
TRUE	V25700	SURGERY AND RECOVERY SERVICES	11/1/2018	2739AVHIB882600257	RELOCATABLE POWER TAP, HOSPITAL GRADE	NONE	TRIPP-LITE	PS-625-HG-20A-OEM	NONE
TRUE	V25686	SURGERY AND RECOVERY SERVICES	11/1/2018	2739AVHIB882600251	RELOCATABLE POWER TAP, HOSPITAL GRADE	NONE	TRIPP-LITE	PS-625-HG-20A-OEM	NONE
TRUE	V25687	SURGERY AND RECOVERY SERVICES	11/1/2018	2739AVHIB882600246	RELOCATABLE POWER TAP, HOSPITAL GRADE	NONE	TRIPP-LITE	PS-625-HG-20A-OEM	NONE
TRUE	V25690	SURGERY AND RECOVERY SERVICES	11/1/2018	2739AVHIB882600248	RELOCATABLE POWER TAP, HOSPITAL GRADE	NONE	TRIPP-LITE	PS-625-HG-20A-OEM	NONE
TRUE	V25695	SURGERY AND RECOVERY SERVICES	11/1/2018	2739AVHIB882600256	RELOCATABLE POWER TAP, HOSPITAL GRADE	NONE	TRIPP-LITE	PS-625-HG-20A-OEM	NONE
TRUE	V25696	SURGERY AND RECOVERY SERVICES	11/1/2018	2739AVHIB882600243	RELOCATABLE POWER TAP, HOSPITAL GRADE	NONE	TRIPP-LITE	PS-625-HG-20A-OEM	NONE
TRUE	V25697	SURGERY AND RECOVERY SERVICES	11/1/2018	2739avhib882600010	RELOCATABLE POWER TAP, HOSPITAL GRADE	NONE	TRIPP-LITE	PS-625-HG-20A-OEM	NONE
TRUE	V25701	SURGERY AND RECOVERY SERVICES	11/1/2018	2739AVHIB882600019	RELOCATABLE POWER TAP, HOSPITAL GRADE	NONE	TRIPP-LITE	PS-625-HG-20A-OEM	NONE
TRUE	V25702	SURGERY AND RECOVERY SERVICES	11/1/2018	2739AVHIB882600013	RELOCATABLE POWER TAP, HOSPITAL GRADE	NONE	TRIPP-LITE	PS-625-HG-20A-OEM	NONE
TRUE	V25692	SURGERY AND RECOVERY SERVICES	11/1/2018	2739AVHIB8822600018	RELOCATABLE POWER TAP, HOSPITAL GRADE	NONE	TRIPP-LITE	PS-625-HG-20A-OEM	NONE
TRUE	V25689	SURGERY AND RECOVERY SERVICES	11/1/2018	2739AVHIB882600250	RELOCATABLE POWER TAP, HOSPITAL GRADE	NONE	TRIPP-LITE	PS-625-HG-20A-OEM	NONE
TRUE	V25693	SURGERY AND RECOVERY SERVICES	11/1/2018	2739AVHIB882600011	RELOCATABLE POWER TAP, HOSPITAL GRADE	NONE	TRIPP-LITE	PS-625-HG-20A-OEM	NONE
TRUE	V19961	CARDIAC CATHETERIZATION SERVICES		T04I62809	DEFIBRILLATOR	NONE	ZOLL MEDICAL	M SERIES	CRITICAL - LIFE SUPPORT
TRUE	V19950	MEDICAL/SURGICAL INTENSIVE CARE		AF11H017422	DEFIBRILLATOR	DOHENY	ZOLL MEDICAL	R SERIES ALS	CRITICAL - LIFE SUPPORT
TRUE	V25135	NONE		7.73348e+006	INSUFFALATOR	NONE	OLYMPUS AMERICA, INC.	NONE	NON HIGH RISK
TRUE	V25122	NONE		804331	INFUSION PUMP	NONE	BAXTER HEALTHCARE LTD.	NONE	NON HIGH RISK
TRUE	V25155	NONE		2.17357e+007	Flushing pump	NONE	OLYMPUS AMERICA, INC.	NONE	NONE
TRUE	V25158	NONE		7.77465e+006	LIGHT SOURCE	NONE	OLYMPUS AMERICA, INC.	NONE	NONE
TRUE	V25138	NONE		2.17361e+007	Flushing pump	NONE	OLYMPUS AMERICA, INC.	NONE	NONE
TRUE	V25091	NONE			Drill Driver console	NONE	Anspach	NONE	NONE
TRUE	V25261	NONE			VAPORIZER	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	NONE	NONE
TRUE	V25264	NONE			VAPORIZER	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	NONE	NONE
TRUE	V25267	NONE			VAPORIZER	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	NONE	NONE
TRUE	V25625	NONE			VAPORIZER	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	NONE	NONE
TRUE	V19372	RESPIRATORY THERAPY	2/8/2008	0802WV00-08-001	ELECTROMYOGRAPH	NONE	CADWELL LABORATORIES INC	SIERRA WAVE	NON HIGH RISK
TRUE	V25566	SURGERY AND RECOVERY SERVICES	6/21/2018	UV720335-P	VIDEO IMAGE PROCESSOR	DOHENY	Storz	TC200	NON HIGH RISK
TRUE	V25658	CARDIOLOGY SERVICES	11/7/2018	B1YFZD	TRANSDUCER, ULTRASONIC, TRANSESOPHAGEAL, ECHOCARDIOGRAPHY	NONE	PHILIPS MEDICAL SYSTEMS	X7-2T (3D TEE PROBE)	NONE
TRUE	V19021	EDUCATION ADMINISTRATIVE OFFICE		DR600501	LIFT PATIENT	NONE	BHM MEDICAL	TOTAL LIFT-EPL	NON HIGH RISK
TRUE	V13191	GASTROINTESTINAL SERVICES		112C27	MICROSCOPE	NONE	OLYMPUS AMERICA, INC.	CK2	NONE
TRUE	V22699	BLOOD BANK		3M43852	MICROSCOPE	NONE	OLYMPUS AMERICA, INC.	BX43F	NONE
TRUE	V25698	SURGERY AND RECOVERY SERVICES	11/1/2018	2739AVHIB882600255	RELOCATABLE POWER TAP, HOSPITAL GRADE	NONE	TRIPP-LITE	PS-625-HG-20A-OEM	NONE
TRUE	V20081	RADIOLOGY DIAGNOSTIC		AF11I018310	DEFIBRILLATOR	NONE	ZOLL MEDICAL	R SERIES ALS	CRITICAL - LIFE SUPPORT
TRUE	V22655	BIOMEDICAL ENGINEERING		X0BH165929	DEFIBRILLATOR AED	NONE	ZOLL MEDICAL	AED PLUS	NON HIGH RISK
TRUE	V19964	SPINE CLINIC		X11F506551	DEFIBRILLATOR AED	NONE	ZOLL MEDICAL	AED PLUS	NON HIGH RISK
TRUE	V22824	EMERGENCY SERVICES		AC14J013421	BATTERY CHARGER	NONE	ZOLL MEDICAL	SUREPOWER	NON HIGH RISK
TRUE	V23475	GASTROINTESTINAL SERVICES		2100667	ENDOSCOPE FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	TJF-160F	NON HIGH RISK
TRUE	V23465	GASTROINTESTINAL SERVICES		2105330	ENDOSCOPE FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	GIF-H180J	NON HIGH RISK
TRUE	V20353	CLINICAL LABORATORY SERVICES		124510601120921	FREEZER, LABORATORY, ULTRALOW TEMPERATURE	NONE	THERMO SCIENTIFIC	UXF50086A61	NONE
TRUE	V25641	SURGERY AND RECOVERY SERVICES	9/17/2018	3120700	ULTRASOUND TRANSDUCER	NONE	BK Ultrasound	I14C5T	NON HIGH RISK
TRUE	V25598	SURGERY AND RECOVERY SERVICES	9/17/2018	3121795	ULTRASOUND TRANSDUCER	NONE	BK Ultrasound	I12C4f	NON HIGH RISK
TRUE	V21450	BLOOD BANK		252209	VIEWER, AGGLUTINATION	NONE	BECTON DICKINSON MICROBIOLOGY	5384	NON HIGH RISK
TRUE	V22627	CLINICAL LABORATORY SERVICES		FT3043	ANALYZER, LABORATORY, MICROBIOLOGY, BLOOD CULTURE, AUTOMATED	NONE	BECTON DICKINSON MICROBIOLOGY	BACTEC FX - TOP	NON HIGH RISK
TRUE	V22223	PATHOLOGICAL LABORATORY SERVICES		NSNSVMC0019	MICROSCOPE LIGHT LABORATORY	NONE	CARL ZEISS SURGICAL INC.	AXIOSKOP 20	NON HIGH RISK
TRUE	V22030	SURGERY AND RECOVERY SERVICES		6628502066	MICROSCOPE LIGHT OPERATING	DOHENY	CARL ZEISS SURGICAL INC.	OPMI MOVENA/S7	NON HIGH RISK
TRUE	V19342	OTHER MEDICAL/SURGICAL ACUTE		DSH04511636GA	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V22236	CARDIAC CATHETERIZATION SERVICES		SHQ13250188SA	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 3000	NON HIGH RISK
TRUE	V19337	OTHER MEDICAL/SURGICAL ACUTE		DSH04511781GA	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V19256	MEDICAL/SURGICAL INTENSIVE CARE	8/2/2007	SBL072111117GA	MONITOR PATIENT	DOHENY	GE HEALTHCARE	SOLAR 8000I	NON HIGH RISK
TRUE	V20451	EMERGENCY SERVICES		AAB04190538GA	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V22802	RADIOLOGY DIAGNOSTIC		7185819	MODULE TCPO2/CO2	NONE	GE HEALTHCARE	E-MINIC-00	NON HIGH RISK
TRUE	V23555	RECOVERY ROOM SERVICE		7186267	MODULE TCPO2/CO2	NONE	GE HEALTHCARE	E-MINIC-00	NON HIGH RISK
TRUE	V23407	GASTROINTESTINAL SERVICES		55WNN33	MONITOR LCD	NONE	IBM CORP.	8734-AC0	NON HIGH RISK
TRUE	V21797	MEDICAL/SURGICAL INTENSIVE CARE		CN02Y3157161843BAGZW	MONITOR LCD	DOHENY	GE HEALTHCARE	D6015TD	NON HIGH RISK
TRUE	V23187	ULTRASONOGRAPHY		3201201	RECORDER, GRAPHIC, TREND, BLOOD PRESSURE	NONE	HOKANSON, INC., D.E.	MD6VR	NONE
TRUE	V20797	CENTRAL SERVICES AND SUPPLIES		206438	STERILIZATION PROCESS INDICATOR, BIOLOGICAL	NONE	3M HEALTHCARE	290	NON HIGH RISK
TRUE	V25067	CENTRAL SERVICES AND SUPPLIES	10/20/2017	204476	STERILIZATION PROCESS INDICATOR, BIOLOGICAL	NONE	3M HEALTHCARE	490	NON HIGH RISK
TRUE	V20296	CARDIOLOGY SERVICES		P8207A172	RECORDER, ELECTRONIC STORAGE, DATA, ELECTROCARDIOGRAPHY	NONE	GE HEALTHCARE	SEER LIGHT	NONE
TRUE	V22653	CARDIOLOGY SERVICES		P86100299	RECORDER, ELECTRONIC STORAGE, DATA, ELECTROCARDIOGRAPHY	NONE	GE HEALTHCARE	SEER LIGHT	NONE

TRUE	V13189	CLINICAL LABORATORY SERVICES		30171	PH METER	NONE	BECKMAN COULTER, INC.	PHI 41	NON HIGH RISK
TRUE	V19170	BIOMEDICAL ENGINEERING	5/10/2006	8442617	THERMOMETER	NONE	WELCH ALLYN INC	SURETEMP PLUS 690	NON HIGH RISK
TRUE	V19360	BIOMEDICAL ENGINEERING	1/10/2008	7502763	THERMOMETER	NONE	WELCH ALLYN INC	SURETEMP PLUS 690	NON HIGH RISK
TRUE	V22421	SURGERY AND RECOVERY SERVICES		BBJFS125	UROFLOWMETER	DOHENY	BARD MEDICAL DIV C R BARD INC	CRITICORE	NON HIGH RISK
TRUE	V22581	SURGERY AND RECOVERY SERVICES		BBJFS092	UROFLOWMETER	DOHENY	BARD MEDICAL DIV C R BARD INC	CRITICORE	NON HIGH RISK
TRUE	V20583	RECOVERY ROOM SERVICE		RPV04481766GA	PRINTER	NONE	GE HEALTHCARE	PRN 50	NON HIGH RISK
TRUE	V20604	MEDICAL/SURGICAL INTENSIVE CARE		G3PU6920G	PRINTER	DOHENY	GE HEALTHCARE	PRN 50-M	NON HIGH RISK
TRUE	V22378	CARDIAC CATHETERIZATION SERVICES		60721	WARMER PATIENT	NONE	3M HEALTHCARE	505	NON HIGH RISK
TRUE	V23236	OBSERVATION CARE		9020	WARMER PATIENT	NONE	3M HEALTHCARE	875	NON HIGH RISK
TRUE	V23227	OBSERVATION CARE		9017	WARMER PATIENT	NONE	3M HEALTHCARE	875	NON HIGH RISK
TRUE	V21497	CANCER TREATMENT CENTER		273592	POSITIONING AID, RADIOGRAPHIC/RADIOTHERAPEUTIC	NONE	LAP OF AMERICA LASER APPLICATIONS, LC	PAT-POS-PCL	NONE
TRUE	V20685	ULTRASONOGRAPHY		873363YM6	ULTRASOUND TRANSDUCER	NONE	GE HEALTHCARE	M12L	NON HIGH RISK
TRUE	V21320	ULTRASONOGRAPHY		D18WYP	ULTRASOUND TRANSDUCER	NONE	ATL ULTRASOUND	C4-2	NON HIGH RISK
TRUE	V23239	ULTRASONOGRAPHY		1052789TM3	ULTRASOUND TRANSDUCER	NONE	GE HEALTHCARE	9L	NON HIGH RISK
TRUE	V21806	CLINICAL LABORATORY SERVICES		MA1008504N	CENTRIFUGE	NONE	Shandon Lipshaw	CYTOSPIN 2	NON HIGH RISK
TRUE	V00081	SURGERY AND RECOVERY SERVICES		RPV04471748GA	PRINTER	NONE	GE HEALTHCARE	PRN 50-M	NON HIGH RISK
TRUE	V00082	SURGERY AND RECOVERY SERVICES		RPV04471750GA	PRINTER	NONE	GE HEALTHCARE	PRN 50-M	NON HIGH RISK
TRUE	V12659	CLINICAL LABORATORY SERVICES		803590423S2	GENE AMP PCR SYSTEM	NONE	PERKINELMER INC	2400	NONE
TRUE	V4649	MEDICAL/SURGICAL INTENSIVE CARE		2284600	COMPUTERS AND PERIPHERALS	NONE	IBM CORP.	M	NON HIGH RISK
TRUE	V4653	CORONARY CARE		2270422	COMPUTERS AND PERIPHERALS	NONE	IBM CORP.	M	NON HIGH RISK
TRUE	V4656	CORONARY CARE		2285511	COMPUTERS AND PERIPHERALS	NONE	IBM CORP.	M	NON HIGH RISK
TRUE	V18747	EMERGENCY SERVICES		B69805-05605	REFRIGERATOR	NONE	FOLLETT	REF5	NONE
TRUE	V18725	EMERGENCY SERVICES		BA50508704	REFRIGERATOR	NONE	KENMORE, INC.	D46M64874	NONE
TRUE	V10839	EDUCATION ADMINISTRATIVE OFFICE	5/11/1999	C9445	MICROPHONE	NONE	SYSMEX AMERICA, INC.	WM-370	NONE
TRUE	V10841	EDUCATION ADMINISTRATIVE OFFICE	5/11/1999	E4000	MICROPHONE	NONE	SYSMEX AMERICA, INC.	WM-370	NONE
TRUE	V10850	EDUCATION ADMINISTRATIVE OFFICE	1/1/1980		WIRELESS TUNER	NONE	SYSMEX AMERICA, INC.	WT-870	NONE
TRUE	V10849	EDUCATION ADMINISTRATIVE OFFICE	1/1/1980	682530	PAGING SYSTEM, AMPLIFIER AUDIO	NONE	SYSMEX AMERICA, INC.	A-906A	NONE
TRUE	V19156	CENTRAL SERVICES AND SUPPLIES		2003793-EQ2-2	FEEDING PUMP	NONE	ABBOTT LABORATORIES	PATROL	NON HIGH RISK
TRUE	V10825	EDUCATION ADMINISTRATIVE OFFICE	5/11/1999	22.0881122	VIDEO PROJECTOR	NONE	TAGARNO	22	NONE
TRUE	V10842	EDUCATION ADMINISTRATIVE OFFICE	5/11/1999	D4475	MICROPHONE	NONE	SYSMEX AMERICA, INC.	WM-370	NONE
TRUE	V20806	CENTRAL SERVICES AND SUPPLIES		632133	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V20808	CENTRAL SERVICES AND SUPPLIES		522357	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V20809	CENTRAL SERVICES AND SUPPLIES		534134	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V20811	CENTRAL SERVICES AND SUPPLIES		561209	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V20812	CENTRAL SERVICES AND SUPPLIES		436954	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V20815	CENTRAL SERVICES AND SUPPLIES		629942	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V20816	CENTRAL SERVICES AND SUPPLIES		543938	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V20820	CENTRAL SERVICES AND SUPPLIES		519799	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V20822	CENTRAL SERVICES AND SUPPLIES		510146	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V20824	CENTRAL SERVICES AND SUPPLIES		560492	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V20825	CENTRAL SERVICES AND SUPPLIES		628635	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V20793	CENTRAL SERVICES AND SUPPLIES		10709102	STERILIZER	NONE	STERIS CORP.	3053 PRE-VAC	NON HIGH RISK
TRUE	V20746	RADIOLOGY DIAGNOSTIC	8/13/2011	E2-2279	DI C-ARM	NONE	GE HEALTHCARE	9900 Elite	NON HIGH RISK
TRUE	V20792	CENTRAL SERVICES AND SUPPLIES		405201193	BATTERY CHARGER	NONE	STRYKER MEDICAL	4110-120	NON HIGH RISK
TRUE	V20800	CENTRAL SERVICES AND SUPPLIES		405401543	BATTERY CHARGER	NONE	STRYKER MEDICAL	SYSTEM 5 BATTERY CHARGER	NON HIGH RISK
TRUE	V00145	RESPIRATORY THERAPY		S408006-040016	UPS	NONE	POWERVAR, INC.	ABCE800-11	NON HIGH RISK
TRUE	V20827	CENTRAL SERVICES AND SUPPLIES		584161	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V20829	CENTRAL SERVICES AND SUPPLIES		626990	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V20913	CARDIOLOGY SERVICES		NT9107001	MONITOR NIBP	NONE	SUNTECH MEDICAL INSTRUMENTS INC	TANGO	NON HIGH RISK
TRUE	V20802	CENTRAL SERVICES AND SUPPLIES		3617704010	STERILIZATION CONVEYOR SYSTEM	NONE	STERIS CORP.	FX00-41	NONE
TRUE	V16260	CLINICAL LABORATORY SERVICES		E10307	MICROPLATE READER	NONE	MDS NORDION	EMAX	NONE
TRUE	V20882	PERIPHERAL VASCULAR LABORATORY		D3Y59936S	TREADMILL	NONE	Marquette	SERIES 2000	NONE
TRUE	V20803	CENTRAL SERVICES AND SUPPLIES		3619604004	STERILIZATION CONVEYOR SYSTEM	NONE	STERIS CORP.	FX00-21	NONE
TRUE	V20884	NUCLEAR MEDICINE		510011	CALIBRATOR, RADIOPHARMACEUTICAL	NONE	CAPINTEC, INC.	CRC-15BT	NONE
TRUE	V18104	MEDICAL/SURGICAL ACUTE		128BUBQ56QV	PAGING SYSTEM, VISUAL	NONE	VISIPLEX INC	QPP-01-12/01	NONE
TRUE	V21200	SURGERY AND RECOVERY SERVICES		VT04903	MONITOR EEG	DOHENY	ASPECT MEDICAL SYSTEMS, INC.	BIS VISTA	NON HIGH RISK
TRUE	V20863	EMERGENCY SERVICES		921-10218	HYPOTHERMIA UNIT	NONE	CINCINNATI SUB-ZERO PRODUCTS INC.	BLANKETROL II	NON HIGH RISK
TRUE	V20883	NUCLEAR MEDICINE		851	COUNTER, GAMMA	NONE	CAPINTEC, INC.	CAPRAC	NONE
TRUE	V20890	NUCLEAR MEDICINE		627902	SYNCHRONIZER, GAMMA CAMERA	NONE	IVY BIOMEDICAL SYSTEMS	101NR	NONE
TRUE	V20926	CARDIOLOGY SERVICES		NSNV20926	SPHYGMOMANOMETER, ANEROID	NONE	TYCOS INSTRUMENT, INC.	JEWELL MOVEMENT	NONE
TRUE	V20881	OBSERVATION CARE		A12119	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V3939	COMMUNICATIONS	12/2/1991	42101063	PAGING SYSTEM, VISUAL	NONE	VISIPLEX INC	IDP5401	NONE
TRUE	V8633	COMMUNICATIONS			PAGING SYSTEM, VISUAL	NONE	VISIPLEX INC	5000	NONE
TRUE	V20798	CENTRAL SERVICES AND SUPPLIES		860031040770	STERILIZATION PROCESS INDICATOR, BIOLOGICAL	NONE	ASP (ADVANCED STERILIZATION PRODUCTS)	21005	NON HIGH RISK
TRUE	V14419	COMMUNICATIONS	9/14/2000	75116035	PAGING SYSTEM, VISUAL	NONE	VISIPLEX INC	VP-2	NONE
TRUE	V14421	COMMUNICATIONS	9/14/2000	75116037	PAGING SYSTEM, VISUAL	NONE	VISIPLEX INC	VP-2	NONE
TRUE	V14422	COMMUNICATIONS	9/14/2000	75116038	PAGING SYSTEM, VISUAL	NONE	VISIPLEX INC	VP-2	NONE
TRUE	V14416	COMMUNICATIONS		101093-2	PAGING SYSTEM, VISUAL	NONE	VISIPLEX INC	5000	NONE
TRUE	V20924	CARDIAC CATHETERIZATION SERVICES		ST-1141	RADIOFREQUENCY THERAPY SYSTEM, TISSUE ABLATION, CARDIAC	NONE	BIOSENSE WEBSTER, INC.	STOCKERT 70	NONE

TRUE	V23125	SURGERY AND RECOVERY SERVICES		CN-OFP816-74261-78N-2	MONITOR LCD	DOHENY	DELL COMPUTERS	1708FPT	NON HIGH RISK
TRUE	V20932	SURGERY AND RECOVERY SERVICES		1111129361	ELECTROSURGICAL UNIT BIPOLAR	DOHENY	ETHICON / A JOHNSON & JOHNSON CO	GEN11	NON HIGH RISK
TRUE	V20927	SURGERY AND RECOVERY SERVICES		61001558YA	MONITOR LCD	DOHENY	NEC CORP OF AMERICA INC	LCD3210BK	NON HIGH RISK
TRUE	V22642	OBSERVATION CARE		13325-006	WARMING UNIT, MULTIPURPOSE	NONE	SAGE PRODUCTS INC	COMFORT 12-COUNT WARMER	NONE
TRUE	V20934	SURGERY AND RECOVERY SERVICES		13469404	STERILIZER	DOHENY	STERIS CORP.	CENTURY V-116 PRE VAC	NON HIGH RISK
TRUE	V23124	SURGERY AND RECOVERY SERVICES		CNN4321K84	MONITOR LCD	DOHENY	HEWLETT-PACKARD	1502	NON HIGH RISK
TRUE	V14423	COMMUNICATIONS	9/14/2000	75116039	PAGING SYSTEM, VISUAL	NONE	VISIPLEX INC	VP-2	NONE
TRUE	V14425	COMMUNICATIONS	9/14/2000	75116041	PAGING SYSTEM, VISUAL	NONE	VISIPLEX INC	VP-2	NONE
TRUE	V22644	OBSERVATION CARE		MY6C1HB278	PRINTER	NONE	HEWLETT-PACKARD	PHOTOSMART D7160	NON HIGH RISK
TRUE	V22676	CARDIOLOGY SERVICES		B031C9	TRANSDUCER, ULTRASONIC, TRANSESOPHAGEAL, ECHOCARDIOGRAPHY	NONE	PHILIPS MEDICAL SYSTEMS	X7-2T (3D TEE PROBE)	NONE
TRUE	V22651	CARDIOLOGY SERVICES		E86082497	RECORDER, ELECTRONIC STORAGE, DATA, ELECTROCARDIOGRAPHY	NONE	GE HEALTHCARE	SEER LIGHT	NONE
TRUE	V22652	CARDIOLOGY SERVICES		P86100298	RECORDER, ELECTRONIC STORAGE, DATA, ELECTROCARDIOGRAPHY	NONE	GE HEALTHCARE	SEER LIGHT	NONE
TRUE	V22670	TRANSITIONAL INPATIENT CARE		2002-1915	SCALE PATIENT	NONE	SCALE-TRONIX INC.	2002	NON HIGH RISK
TRUE	V06751	EDUCATION ADMINISTRATIVE OFFICE	5/11/1999	1766369	OVERHEAD PROJECTOR	NONE	SPX EDWARDS	4003	NONE
TRUE	V10826	EDUCATION ADMINISTRATIVE OFFICE	5/11/1999		DUKANE AV-MATIC	NONE	SPX EDWARDS	DUKANE AV-MATIC	NONE
TRUE	V22690	CARDIAC CATHETERIZATION SERVICES		RC-I-1798	REMOTE CONTROL	NONE	BIOSENSE WEBSTER, INC.	STOCKERT REMOTE CONTROL	NONE
TRUE	V22681	RECOVERY ROOM SERVICE		A405103	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V22682	RECOVERY ROOM SERVICE		A405144	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V22683	BIOMEDICAL ENGINEERING		RR7203	NURSE CALL SYSTEM	NONE	EXECUTONE	33200	NON HIGH RISK
TRUE	V22680	EMERGENCY SERVICES		244861-0804	WARMING UNIT, MULTIPURPOSE	NONE	ALM SURGICAL EQUIPMENT	WMX1540-S	NONE
TRUE	V19530	CORONARY CARE	12/29/2008	J0535623	THERMOMETER	NONE	COVIDIEN VALLEYLAB DIV COVIDIEN (US)	3000A	NON HIGH RISK
TRUE	V08471	EDUCATION ADMINISTRATIVE OFFICE	5/11/1999	G4803485-EQ2-2	VIDEO PROJECTOR	NONE	SANYO	PLC-200N	NONE
TRUE	VTS058	CENTRAL SERVICES AND SUPPLIES		AAW71200225A	MONITOR VITAL SIGNS	NONE	GE HEALTHCARE	DINAMAP PROCARE 420	NON HIGH RISK
TRUE	VTS066	CENTRAL SERVICES AND SUPPLIES		STD09300475SP	MONITOR VITAL SIGNS	NONE	GE HEALTHCARE	Dinamap V100	NON HIGH RISK
TRUE	VTS064	CENTRAL SERVICES AND SUPPLIES		STD09480104SP	MONITOR VITAL SIGNS	NONE	GE HEALTHCARE	Dinamap V100	NON HIGH RISK
TRUE	V23700	CENTRAL SERVICES AND SUPPLIES		523078	FEEDING PUMP	NONE	MEDLINE INDUSTRIES, INC.	199235	NON HIGH RISK
TRUE	V25000	CENTRAL SERVICES AND SUPPLIES		579923	FEEDING PUMP	NONE	MEDLINE INDUSTRIES, INC.	199235	NON HIGH RISK
TRUE	V10837	EDUCATION ADMINISTRATIVE OFFICE	5/11/1999	F6500	MICROPHONE	NONE	SHURE	SM58	NONE
TRUE	V10838	EDUCATION ADMINISTRATIVE OFFICE	5/11/1999	DI905	MICROPHONE	NONE	SHURE	SM58	NONE
TRUE	V23701	CENTRAL SERVICES AND SUPPLIES		628635	FEEDING PUMP	NONE	MEDLINE INDUSTRIES, INC.	199235	NON HIGH RISK
TRUE	V10821	EDUCATION ADMINISTRATIVE OFFICE	4/11/1990	7125096	MONITOR CRT	NONE	SONY ELECTRONICS / MEDICAL SYSTEMS	KV-27S1S	NON HIGH RISK
TRUE	V10832	EDUCATION ADMINISTRATIVE OFFICE	5/11/1999	1168	PROJECTOR, VIDEO	NONE	SONY ELECTRONICS / MEDICAL SYSTEMS	VPH-722Q	NONE
TRUE	V23516	CENTRAL SERVICES AND SUPPLIES		911609	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V23518	CENTRAL SERVICES AND SUPPLIES		911616	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V25007	CENTRAL SERVICES AND SUPPLIES		634367	FEEDING PUMP	NONE	MEDLINE INDUSTRIES, INC.	199235	NON HIGH RISK
TRUE	V13194	GASTROINTESTINAL SERVICES		902090	MICROSCOPE	NONE	OLYMPUS AMERICA, INC.	CX2	NONE
TRUE	V23813	CENTRAL SERVICES AND SUPPLIES		630573	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V25066	CENTRAL SERVICES AND SUPPLIES	10/20/2017	113615	STERILIZATION PROCESS INDICATOR, BIOLOGICAL	NONE	3M HEALTHCARE	490	NON HIGH RISK
TRUE	V22695	JOINT REPLACEMENT INSTITUTE		CK594314	DENSITOMETER, BONE, X-RAY, DUAL-ENERGY ABSORPTIOMETERY	NONE	HOLOGIC, INC.	DELPHI QDR SERIES	NONE
TRUE	V22697	CANCER TREATMENT CENTER		3918	HEADLIGHT	NONE	WELCH ALLYN INC	46003	NONE
TRUE	V22700	BLOOD BANK		3M44308	MICROSCOPE	NONE	OLYMPUS AMERICA, INC.	BX43F	NONE
TRUE	V22701	BLOOD BANK		4A44359	MICROSCOPE	NONE	OLYMPUS AMERICA, INC.	BX43F	NONE
TRUE	V22706	RADIOLOGY DIAGNOSTIC		5405023-0520022	UPS	NONE	POWERVAR, INC.	ABCE500-11IEC	NON HIGH RISK
TRUE	V23705	CENTRAL SERVICES AND SUPPLIES		911625	FEEDING PUMP	NONE	MEDLINE INDUSTRIES, INC.	199235	NON HIGH RISK
TRUE	V05211	EDUCATION ADMINISTRATIVE OFFICE	5/12/1999	2013927	MONITOR LCD	NONE	SONY ELECTRONICS / MEDICAL SYSTEMS	PVM-2030	NON HIGH RISK
TRUE	V22693	EMERGENCY SERVICES		13894-0707	TONOMETER	NONE	REICHERT-JUNG	TONO-PEN XL	NON HIGH RISK
TRUE	V22709	PATHOLOGICAL LABORATORY SERVICES		60260	MICROTOME CRYOSTAT	NONE	AVANTIK BIOGROUP	QS11	NON HIGH RISK
TRUE	V22747	CARDIAC CATHETERIZATION SERVICES		CS4276	FLOWMETER, BLOOD, ULTRASONIC	NONE	MEDASONICS INC.	CARDIOBEAT	NON HIGH RISK
TRUE	V22749	CARDIAC CATHETERIZATION SERVICES		CS03388	FLOWMETER, BLOOD, ULTRASONIC	NONE	MEDASONICS INC.	CARDIOBEAT	NON HIGH RISK
TRUE	V08198	EDUCATION ADMINISTRATIVE OFFICE	5/11/1999		COMPUTERS AND PERIPHERALS	NONE	SONY ELECTRONICS / MEDICAL SYSTEMS	KI-9700	NON HIGH RISK
TRUE	V19151	RESPIRATORY THERAPY		8733	NEBULIZER, HEATED	NONE	SMITHS MEDICAL INC	P20001	NON HIGH RISK
TRUE	V14435	CLINICAL LABORATORY SERVICES			LABORATORY STIRRERS	NONE	HENRY TROEMNER LLC	700	NONE
TRUE	V05955	EDUCATION ADMINISTRATIVE OFFICE	5/12/1999	930077	PORT.SOUND STAND	NONE	SOUND CRAFT SYS.	L46B	NONE
TRUE	V17523	SURGERY AND RECOVERY SERVICES		726216	ECHO THERM	NONE	TORREY PINES SCIENTIFIC	1025	NONE
TRUE	V10830	EDUCATION ADMINISTRATIVE OFFICE	5/11/1999		PORT.SOUND STAND	NONE	SOUND CRAFT SYS.	PORT.SOUND SYS.	NONE
TRUE	V19362	EMERGENCY SERVICES	1/10/2008	7527749	THERMOMETER	NONE	WELCH ALLYN INC	SURETEMP PLUS 690	NON HIGH RISK
TRUE	V19364	EMERGENCY SERVICES	1/10/2008	7527732	THERMOMETER	NONE	WELCH ALLYN INC	SURETEMP PLUS 690	NON HIGH RISK
TRUE	V22755	TRANSITIONAL INPATIENT CARE		SH6132600775A	MONITOR VITAL SIGNS	NONE	GE HEALTHCARE	CARESCAPE DINAMAP V100	NON HIGH RISK
TRUE	V22800	RADIOLOGY DIAGNOSTIC		SEW14508178HA	MONITOR PATIENT	NONE	GE HEALTHCARE	CARESCAPE B650	NON HIGH RISK
TRUE	V22827	EMERGENCY SERVICES		390048WX7	ULTRASOUND TRANSDUCER	NONE	GE HEALTHCARE	ICS-9-D	NON HIGH RISK
TRUE	V22786	CENTRAL SERVICES AND SUPPLIES		64N07500B69I86	PUMP, CIRCULATING-FLUID, LOCALIZED HEATING	NONE	GAYMAR INDUSTRIES INC	TP500	NONE
TRUE	V22758	CENTRAL SERVICES AND SUPPLIES		unknown	HYPOTHERMIA UNIT	NONE	GAYMAR INDUSTRIES INC	TP650C	NON HIGH RISK
TRUE	V22815	EMERGENCY SERVICES		M27487	ASPIRATOR	NONE	SSCOR INC	NEW DUET	NON HIGH RISK
TRUE	V22781	RADIOLOGY DIAGNOSTIC		7124477	MODULE BISPECTRAL INDEX (BIS)	NONE	GE HEALTHCARE	E-NMT	NON HIGH RISK
TRUE	V22728	CENTRAL SERVICES AND SUPPLIES		F3322C	AIR CLEANER MOBILE	NONE	ABATEMENT TECHNOLOGIES	HC800F	NON HIGH RISK
TRUE	V22783	CANCER TREATMENT CENTER		02062006037 202,138	ULTRASOUND POINT OF CARE	NONE	NOMOS	BATCAM	NON HIGH RISK
TRUE	V22794	CENTRAL SERVICES AND SUPPLIES		F3256C	AIR CLEANER MOBILE	NONE	ABATEMENT TECHNOLOGIES	HC800F	NON HIGH RISK
TRUE	V22796	RADIOLOGY DIAGNOSTIC	12/1/2014	1436	DI PORTABLE	NONE	CARESTREAM HEALTH, INC.	DRX-REVOLUTION	NON HIGH RISK
TRUE	V22797	RADIOLOGY DIAGNOSTIC		M27354	ASPIRATOR	NONE	SSCOR INC	2314B	NON HIGH RISK

TRUE	V22829	EMERGENCY SERVICES	166169WP3	ULTRASOUND TRANSDUCER	NONE	GE HEALTHCARE	9L-D	NON HIGH RISK
TRUE	V22830	EMERGENCY SERVICES	155001VP1	ULTRASOUND TRANSDUCER	NONE	GE HEALTHCARE	C2-9-D	NON HIGH RISK
TRUE	V22801	RADIOLOGY DIAGNOSTIC	SA314494917GA	MODULE MULTIPARAMETER	NONE	GE HEALTHCARE	CARESCAPE PDM 2016793-003	NON HIGH RISK
TRUE	V22826	EMERGENCY SERVICES	136358US9	ULTRASOUND POINT OF CARE	NONE	GE HEALTHCARE	LOGIQ E9	NON HIGH RISK
TRUE	V22712	RESPIRATORY THERAPY	108183	MASSAGE/PERCUSION	NONE	GENERAL PHYSIOTHERAPY INC	GK3	NONE
TRUE	V22818	EMERGENCY SERVICES	M27479	ASPIRATOR	NONE	SSCOR INC	NEW DUET	NON HIGH RISK
TRUE	V22819	EMERGENCY SERVICES	M27488	ASPIRATOR	NONE	SSCOR INC	NEW DUET	NON HIGH RISK
TRUE	V22821	EMERGENCY SERVICES	M27481	ASPIRATOR	NONE	SSCOR INC	NEW DUET	NON HIGH RISK
TRUE	V22828	EMERGENCY SERVICES	160413VP1	ULTRASOUND TRANSDUCER	NONE	GE HEALTHCARE	ML6-15	NON HIGH RISK
TRUE	V22822	EMERGENCY SERVICES	B4022217	ULTRASOUND POINT OF CARE	NONE	VERATHON MEDICAL	BVI 9400	NON HIGH RISK
TRUE	V22838	CANCER TREATMENT CENTER	31370	BRACHYTHERAPY SYSTEM, REMOTE AFTERLOADING	NONE	NUCLETRON	MICROSELECTRON PDR	NONE
TRUE	V22753	PHARMACY	60257	DISPENSER	NONE	MPS MEDICAL	PHARM PUMP II	NONE
TRUE	V22825	RESPIRATORY THERAPY	AFF04396	OXYGEN-AIR PROPORTIONER	NONE	TRI-ANIM HEALTH SERVICES, INC	81-1900	NONE
TRUE	V23144	SURGERY AND RECOVERY SERVICES	54604845485	MONITOR LCD	DOHENY	ACER/ACROS	V193	NON HIGH RISK
TRUE	V22649	SURGERY AND RECOVERY SERVICES	D030732	INFUSION PUMP SYRINGE	DOHENY	BARD MEDICAL DIV C R BARD INC	INFUSOR	NON HIGH RISK
TRUE	V22674	SURGERY AND RECOVERY SERVICES	227501X2060057	SWITCH/HUBS/BRIDGES/ROUTERS, NETWORK	DOHENY	AMX	NXP-TPI/4	NONE
TRUE	V22720	SURGERY AND RECOVERY SERVICES	47302	LIGHT SOURCE, FIBEROPTIC	DOHENY	LUXTEC CORP	LX300	NON HIGH RISK
TRUE	V22721	CARDIAC CATHETERIZATION SERVICES	1433151	PACEMAKER EXTERNAL	NONE	MEDTRONIC INC.	5391	CRITICAL - LIFE SUPPORT
TRUE	V22823	EMERGENCY SERVICES	AF14L042581	DEFIBRILLATOR	NONE	ZOLL MEDICAL	R SERIES ALS	CRITICAL - LIFE SUPPORT
TRUE	V23832	CENTRAL SERVICES AND SUPPLIES	630575	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23827	CENTRAL SERVICES AND SUPPLIES	630577	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23807	CENTRAL SERVICES AND SUPPLIES	630578	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23931	CENTRAL SERVICES AND SUPPLIES	630580	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23930	CENTRAL SERVICES AND SUPPLIES	630581	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23934	CENTRAL SERVICES AND SUPPLIES	630583	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23923	CENTRAL SERVICES AND SUPPLIES	630584	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23866	CENTRAL SERVICES AND SUPPLIES	630586	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23859	CENTRAL SERVICES AND SUPPLIES	630587	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23858	CENTRAL SERVICES AND SUPPLIES	630589	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23870	CENTRAL SERVICES AND SUPPLIES	630590	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23871	CENTRAL SERVICES AND SUPPLIES	630592	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23875	CENTRAL SERVICES AND SUPPLIES	630593	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23869	CENTRAL SERVICES AND SUPPLIES	630595	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23876	CENTRAL SERVICES AND SUPPLIES	630596	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23853	CENTRAL SERVICES AND SUPPLIES	630598	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23855	CENTRAL SERVICES AND SUPPLIES	630599	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23856	CENTRAL SERVICES AND SUPPLIES	630601	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23851	CENTRAL SERVICES AND SUPPLIES	630602	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23952	CENTRAL SERVICES AND SUPPLIES	630604	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23954	CENTRAL SERVICES AND SUPPLIES	630606	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23917	CENTRAL SERVICES AND SUPPLIES	630607	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23877	CENTRAL SERVICES AND SUPPLIES	630609	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23880	CENTRAL SERVICES AND SUPPLIES	630610	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23878	CENTRAL SERVICES AND SUPPLIES	630612	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23879	CENTRAL SERVICES AND SUPPLIES	630614	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23793	CENTRAL SERVICES AND SUPPLIES	630616	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23794	CENTRAL SERVICES AND SUPPLIES	630617	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23797	CENTRAL SERVICES AND SUPPLIES	630619	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23948	CENTRAL SERVICES AND SUPPLIES	630622	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23943	CENTRAL SERVICES AND SUPPLIES	630624	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23945	CENTRAL SERVICES AND SUPPLIES	630625	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23840	CENTRAL SERVICES AND SUPPLIES	630627	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23838	CENTRAL SERVICES AND SUPPLIES	630628	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23836	CENTRAL SERVICES AND SUPPLIES	630630	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23841	CENTRAL SERVICES AND SUPPLIES	630631	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23894	CENTRAL SERVICES AND SUPPLIES	630633	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23897	CENTRAL SERVICES AND SUPPLIES	630634	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23893	CENTRAL SERVICES AND SUPPLIES	630636	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23896	CENTRAL SERVICES AND SUPPLIES	630637	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23895	CENTRAL SERVICES AND SUPPLIES	630638	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23890	CENTRAL SERVICES AND SUPPLIES	630639	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23892	CENTRAL SERVICES AND SUPPLIES	630641	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V20536	PATHOLOGICAL LABORATORY SERVICES		SCALE PATIENT	NONE	SARTORIUS CORP	Electronic Scale	NON HIGH RISK
TRUE	V20531	BLOOD BANK	20-023183	CENTRIFUGE	NONE	ORTHO-CLINICAL DIAGNOSTICS INC A JOHNSON & JOHNSON	MTS 5150-60	NON HIGH RISK
TRUE	V20571	RECOVERY ROOM SERVICE	H7P65450G	RECORDER, GRAPHIC, PHYSIOLOGIC	NONE	GE HEALTHCARE	7160	NONE
TRUE	V23974	CENTRAL SERVICES AND SUPPLIES	630644	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23783	CENTRAL SERVICES AND SUPPLIES	630645	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23785	CENTRAL SERVICES AND SUPPLIES	630647	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23780	CENTRAL SERVICES AND SUPPLIES	630648	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK

TRUE	V23801	CENTRAL SERVICES AND SUPPLIES		630693	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23800	CENTRAL SERVICES AND SUPPLIES		630696	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23803	CENTRAL SERVICES AND SUPPLIES		630697	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V20573	RECOVERY ROOM SERVICE		J7P6550QG	RECORDER, GRAPHIC, PHYSIOLOGIC	NONE	GE HEALTHCARE	7160	NONE
TRUE	V23626	SURGERY AND RECOVERY SERVICES	1/30/2017	30017-3016	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire	NON HIGH RISK
TRUE	V23602	PHARMACY	1/30/2017	30021-2170	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire Epidural Infusion Pump	NON HIGH RISK
TRUE	V23605	PHARMACY	1/30/2017	30021-2290	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire Epidural Infusion Pump	NON HIGH RISK
TRUE	V22586	RADIOLOGY DIAGNOSTIC		131008000020	PACS WORKSTATION	NONE	RADLINK INC	VIEW WORKS	NON HIGH RISK
TRUE	V21755	ASIAN PACIFIC LIVER CENTER		NSN30043981	TABLE EXAM TREATMENT	NONE	RITTER	204	NON HIGH RISK
TRUE	V10840	EDUCATION ADMINISTRATIVE OFFICE	5/11/1999	E9000	MICROPHONE	NONE	SHURE	SM58	NONE
TRUE	V21742	GASTROINTESTINAL SERVICES	1/13/2004	5886	DI C-ARM	NONE	SIEMENS MEDICAL	POWERMOBIL	NON HIGH RISK
TRUE	V22047	ASIAN PACIFIC LIVER CENTER		60391208	ULTRASONIC CLEANER	NONE	SIEMENS MEDICAL	VF10-5	NON HIGH RISK
TRUE	V22470	SURGERY AND RECOVERY SERVICES		199941953	TABLE OPERATING	DOHENY	SKYTRON DIV THE KMW GROUP	ELITE 6001	NON HIGH RISK
TRUE	V22632	RADIOLOGY DIAGNOSTIC		951290	EXAM LIGHT CEILING MOUNTED	NONE	SKYTRON DIV THE KMW GROUP	HA60AR	NONE
TRUE	V22817	EMERGENCY SERVICES		M27480	ASPIRATOR	NONE	SSCOR INC	NEW DUET	NON HIGH RISK
TRUE	V20273	CANCER TREATMENT CENTER		M22800	ASPIRATOR	NONE	SSCOR INC	NEW DUET	NON HIGH RISK
TRUE	V23683	PHARMACY		2017011002	REFRIGERATOR/FREEZER, STANDARD	NONE	SUMMIT APPLIANCES	ACCUCOLD-FFSIIL	NONE
TRUE	V23677	PHARMACY		2017011197	REFRIGERATOR/FREEZER, STANDARD	NONE	SUMMIT APPLIANCES	ACCUCOLD-FFSIIL	NONE
TRUE	V23676	PHARMACY		2017011154	REFRIGERATOR/FREEZER, STANDARD	NONE	SUMMIT APPLIANCES	ACCUCOLD-FFSIIL	NONE
TRUE	V19918	CARDIOLOGY CLINIC		M00022867	MONITOR NIBP	NONE	SUNTECH MEDICAL INSTRUMENTS INC	247	NON HIGH RISK
TRUE	V19937	ORTHOPEDIC CLINIC		M00026244	MONITOR NIBP	NONE	SUNTECH MEDICAL INSTRUMENTS INC	247	NON HIGH RISK
TRUE	V21824	SURGERY AND RECOVERY SERVICES		NSNSVMC0108	EXERCISER, BICYCLE	NONE	THERACYCLE	THERACYCLE 200	NON HIGH RISK
TRUE	V22570	RESPIRATORY THERAPY		G35J	COMPRESSOR, MEDICAL AIR	NONE	TIMETER INSTRUMENT	AIRDYNE 2000	NONE
TRUE	V21968	BIOMEDICAL ENGINEERING		40780409012	TESTER VENTILATOR	NONE	TSI	CERTIFIER	NON HIGH RISK
TRUE	V20449	EMERGENCY SERVICES		NSNV20449	SPHYGMOMANOMETER, ANEROID	NONE	TYCOS INSTRUMENT, INC.	JEWELL MOVEMENT	NONE
TRUE	V21052	SURGERY AND RECOVERY SERVICES		FOE13295A	ELECTROSURGICAL UNIT	DOHENY	VALLEYLAB INC.	FORCE FXC	NON HIGH RISK
TRUE	V14420	COMMUNICATIONS	9/14/2000	75116036	PAGING SYSTEM, VISUAL	NONE	VISIPLEX INC	VP-2	NONE
TRUE	V14424	COMMUNICATIONS	9/14/2000	75116040	PAGING SYSTEM, VISUAL	NONE	VISIPLEX INC	VP-2	NONE
TRUE	V20316	CARDIAC CATHETERIZATION SERVICES		102120172001	ULTRASOUND CARDIAC	NONE	VOLCANO CORP	VOLCANO S5	NON HIGH RISK
TRUE	V08191	EDUCATION ADMINISTRATIVE OFFICE	1/1/1990		PROJECTORS, OVERHEAD	NONE	BELL & HOWELL MEDICAL PRODUCTS	3890	NONE
TRUE	V20406	RADIOLOGY DIAGNOSTIC	1/3/2005	562322358	IMAGE DIGITIZATION SYSTEM, COMPUTED RADIOGRAPHY	NONE	FUJIFILM MEDICAL SYSTEMS USA	SMART CR	NON HIGH RISK
TRUE	V22400	CARDIAC CATHETERIZATION SERVICES		5353	MONITOR SPO2 IN-VITRO	NONE	INTERNATIONAL TECHNIDYNE	AVOXIMETER 1000 E	NON HIGH RISK
TRUE	V20791	CENTRAL SERVICES AND SUPPLIES		01090673	BATTERY CHARGER	NONE	STRYKER MEDICAL	SYSTEM 5 BATTERY CHARGER	NON HIGH RISK
TRUE	V19146	SURGERY AND RECOVERY SERVICES	4/11/2007	07C062934	LIGHT SOURCE, FIBEROPTIC	DOHENY	STRYKER MEDICAL	X8000	NON HIGH RISK
TRUE	V19811	ORTHOPEDIC CLINIC		1001900169	CAST CUTTER VACUUM	NONE	STRYKER MEDICAL	986	NON HIGH RISK
TRUE	V23458	GASTROINTESTINAL SERVICES		2204829	GASTROSCOPE, FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	GIF-Q160	NON HIGH RISK
TRUE	V23471	GASTROINTESTINAL SERVICES		2204822	GASTROSCOPE, FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	GIF-Q160	NON HIGH RISK
TRUE	V20367	CARDIAC CATHETERIZATION SERVICES		AU3A1128002029	MONITOR LCD	NONE	PHILIPS MEDICAL SYSTEMS	190B6CB/27	NON HIGH RISK
TRUE	V22050	CARDIAC CATHETERIZATION SERVICES		DL1A1202663375	MONITOR LCD	NONE	PHILIPS MEDICAL SYSTEMS	19B4L	NON HIGH RISK
TRUE	V21952	PHYSICAL THERAPY		55564	MOIST HEAT THERAPY PACK CONDITIONERS	NONE	CHATTANOOGA CORP	HYDROCOLLATOR	NONE
TRUE	V19953	TRANSITIONAL INPATIENT CARE		AF11I018067	DEFIBRILLATOR	NONE	ZOLL MEDICAL	R SERIES ALS	CRITICAL - LIFE SUPPORT
TRUE	V19957	NUCLEAR MEDICINE		AF11H017430	DEFIBRILLATOR	NONE	ZOLL MEDICAL	R SERIES ALS	CRITICAL - LIFE SUPPORT
TRUE	V25276	CENTRAL SERVICES AND SUPPLIES		808993	INFUSION PUMP	NONE	BAXTER HEALTHCARE LTD.	NONE	NON HIGH RISK
TRUE	V25117	CENTRAL SERVICES AND SUPPLIES		802829	INFUSION PUMP	NONE	BAXTER HEALTHCARE LTD.	NONE	NON HIGH RISK
TRUE	V25283	CENTRAL SERVICES AND SUPPLIES		813972	INFUSION PUMP	NONE	BAXTER HEALTHCARE LTD.	NONE	NON HIGH RISK
TRUE	V25214	NONE		1.4209e+009	BATTERY CHARGER	NONE	STRYKER MEDICAL	NONE	NON HIGH RISK
TRUE	V25111	NONE			Drill control console	NONE	MEDTRONIC INC.	NONE	NONE
TRUE	V25149	NONE			Video Laryngoscopy	NONE	VERATHON MEDICAL	NONE	NONE
TRUE	V25146	NONE		3.64622e+010	Computer	NONE	DELL COMPUTERS	NONE	NONE
TRUE	V25258	NONE			VAPORIZER	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	NONE	NONE
TRUE	V25217	CENTRAL SERVICES AND SUPPLIES		3.62962e+009	WASHER/DECONTAMINATORS	NONE	STERIS CORP.	NONE	NON HIGH RISK
TRUE	V19016	SURGERY AND RECOVERY SERVICES	6/14/2006	NR-IP0003	MONITOR, BEDIDE, NEUROLOGY, ELECTROMYOGRAPHIC	DOHENY	MEDTRONIC INC.	NIM RESPONSE 2.0	NONE
TRUE	V23123	CLINICAL LABORATORY SERVICES		5G40004	MICROSCOPE	NONE	OLYMPUS AMERICA, INC.	BX43	NONE
TRUE	V25688	SURGERY AND RECOVERY SERVICES	11/1/2018	2739AVHIB882600252	RELOCATABLE POWER TAP, HOSPITAL GRADE	NONE	TRIPP-LITE	PS-625-HG-20A-OEM	NONE
TRUE	V25691	SURGERY AND RECOVERY SERVICES	11/1/2018	2739AVHIB882600017	RELOCATABLE POWER TAP, HOSPITAL GRADE	NONE	TRIPP-LITE	PS-625-HG-20A-OEM	NONE
TRUE	V25694	SURGERY AND RECOVERY SERVICES	11/1/2018	2739AVHIB882600012	RELOCATABLE POWER TAP, HOSPITAL GRADE	NONE	TRIPP-LITE	PS-625-HG-20A-OEM	NONE
TRUE	V22842	EMERGENCY SERVICES		AR14L010976	DEFIBRILLATOR	NONE	ZOLL MEDICAL	X SERIES	CRITICAL - LIFE SUPPORT
TRUE	V19394	CARDIAC CATHETERIZATION SERVICES	5/28/2008	AF08C004416	DEFIBRILLATOR	NONE	ZOLL MEDICAL	R SERIES ALS	CRITICAL - LIFE SUPPORT
TRUE	V19708	CARDIAC CATHETERIZATION SERVICES	8/17/2009	AF09D007550	DEFIBRILLATOR	NONE	ZOLL MEDICAL	R SERIES ALS	CRITICAL - LIFE SUPPORT
TRUE	V23403	GASTROINTESTINAL SERVICES		VMH388	MONITOR LCD	NONE	Lenovo	9419-HC2	NON HIGH RISK
TRUE	V22673	CANCER TREATMENT CENTER		3558	DIGITAL ALLOY MELTER	NONE	MEDTEC, INC.	MT-801.SD	NONE
TRUE	V21386	EDUCATION ADMINISTRATIVE OFFICE		23206	RESUSCITATOR, CARDIOPULMONARY	NONE	ZOLL MEDICAL	AUTOPULSE	NONE
TRUE	V22111	CARDIAC CATHETERIZATION SERVICES		PEP006918P	PACEMAKER EXTERNAL	NONE	MEDTRONIC INC.	5348	CRITICAL - LIFE SUPPORT
TRUE	VT2928	SURGERY AND RECOVERY SERVICES	9/3/2018	12514689	INFUSION PUMP	NONE	ALARIS MEDICAL SYSTEMS	8015	NON HIGH RISK
TRUE	VT2923	SURGERY AND RECOVERY SERVICES	9/3/2018	12426087	INFUSION PUMP	NONE	ALARIS MEDICAL SYSTEMS	8015	NON HIGH RISK
TRUE	V23490	GASTROINTESTINAL SERVICES		2237195	ENDOSCOPE FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	GIF-100	NON HIGH RISK
TRUE	V23485	GASTROINTESTINAL SERVICES		2813386	ENDOSCOPE FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	CF-140L	NON HIGH RISK
TRUE	V21443DUP	CLINICAL LABORATORY SERVICES		1084	ROTATOR	NONE	THERMO SCIENTIFIC	LPR-3A	NON HIGH RISK
TRUE	V19401	CLINICAL LABORATORY SERVICES	6/4/2008	40850971	CENTRIFUGE	NONE	THERMO SCIENTIFIC	CL10	NON HIGH RISK

TRUE	V22309	CLINICAL LABORATORY SERVICES		FB1612	ANALYZER, LABORATORY, MICROBIOLOGY, BLOOD CULTURE, AUTOMATED	NONE	BECTON DICKINSON MICROBIOLOGY	BACTEC FX - BOTTOM	NON HIGH RISK
TRUE	V21792	CARDIOLOGY SERVICES		B3YS96815	STRESS TEST SYSTEM	NONE	GE HEALTHCARE	CASE	NON HIGH RISK
TRUE	V21325	NUCLEAR MEDICINE		C3OG1889S	STRESS TEST SYSTEM	NONE	GE HEALTHCARE	CASE	NON HIGH RISK
TRUE	V20915	CARDIOLOGY SERVICES		B3OG175S	STRESS TEST SYSTEM	NONE	GE HEALTHCARE	CASE	NON HIGH RISK
TRUE	V20495	RECOVERY ROOM SERVICE		H7FB2183G	MONITOR PATIENT	NONE	GE HEALTHCARE	EAGLE 4000	NON HIGH RISK
TRUE	V23394	CARDIAC CATHETERIZATION SERVICES		7204559	MODULE TCPO2/CO2	NONE	GE HEALTHCARE	E-MINIC-00	NON HIGH RISK
TRUE	V23356	RECOVERY ROOM SERVICE		7187678	MODULE TCPO2/CO2	NONE	GE HEALTHCARE	E-MINIC-00	NON HIGH RISK
TRUE	V25105	RADIOLOGY DIAGNOSTIC	11/10/2017	E2-4295	DI C-ARM	NONE	GE HEALTHCARE	9900 Elite	NON HIGH RISK
TRUE	V21013	SURGERY AND RECOVERY SERVICES		NSNV21013	DIGITAL ARCHIVE DEVICE	DOHENY	MEDICAPTURE	MEDICAP USB200	NONE
TRUE	V22654	CARDIOLOGY CLINIC		P86100298	RECORDER, ELECTRONIC STORAGE, DATA, ELECTROCARDIOGRAPHY	NONE	GE HEALTHCARE	SEER LIGHT	NONE
TRUE	V21062	SURGERY AND RECOVERY SERVICES		5113819	THERMOMETER	DOHENY	WELCH ALLYN INC	SURETEMP PLUS 690	NON HIGH RISK
TRUE	V25582	NONE		1447301	THERMOMETER	NONE	WELCH ALLYN INC	Sure Temp Plus 690	NON HIGH RISK
TRUE	V22778	ASIAN PACIFIC LIVER CENTER		13390903	THERMOMETER	NONE	WELCH ALLYN INC	SURETEMP PLUS 690	NON HIGH RISK
TRUE	V19178	SURGERY AND RECOVERY SERVICES	5/11/2007	VT05068	MONITOR EEG	DOHENY	ASPECT MEDICAL SYSTEMS, INC.	BIS VISTA	NON HIGH RISK
TRUE	V21628	SURGERY AND RECOVERY SERVICES		07A0C041	UROFLOWMETER	DOHENY	BARD MEDICAL DIV C R BARD INC	CRITICORE	NON HIGH RISK
TRUE	V00080	SURGERY AND RECOVERY SERVICES		RPV04471762GA	PRINTER	NONE	GE HEALTHCARE	PRN 50-M	NON HIGH RISK
TRUE	V20263	CARDIAC CATHETERIZATION SERVICES		32192	WARMER PATIENT	NONE	3M HEALTHCARE	875	NON HIGH RISK
TRUE	V23229	OBSERVATION CARE		9035	WARMER PATIENT	NONE	3M HEALTHCARE	875	NON HIGH RISK
TRUE	V23224	OBSERVATION CARE		9023	WARMER PATIENT	NONE	3M HEALTHCARE	875	NON HIGH RISK
TRUE	V23232	OBSERVATION CARE		9034	WARMER PATIENT	NONE	3M HEALTHCARE	875	NON HIGH RISK
TRUE	V25070	ULTRASONOGRAPHY	11/10/2017	259112YP1	ULTRASOUND TRANSDUCER	NONE	GE HEALTHCARE	C1-6-D	NON HIGH RISK
TRUE	V25646	CARDIOLOGY SERVICES	8/22/2018	100258	ULTRASOUND TRANSDUCER	NONE	GE HEALTHCARE	6TC-RS	NON HIGH RISK
TRUE	V13187	BLOOD BANK			CENTRIFUGE	NONE	BECKMAN COULTER, INC.	TJ-6	NON HIGH RISK
TRUE	V20621	CARDIAC CATHETERIZATION SERVICES		H7KH1760G	PHYSIOLOGICAL MONITORING SYSTEM	NONE	GE HEALTHCARE	CENTRALSCOPE	NONE
TRUE	V22462	GASTROINTESTINAL SERVICES		KCHT9K8	DATA MANAGEMENT SYSTEM, OBSTETRICAL	NONE	IBM CORP.	THINKCENTRE-8183-36U	NONE
TRUE	V21838	CANCER TREATMENT CENTER		NSN30043510	MONITOR TRANSPORT	NONE	WELCH ALLYN INC	PROPAQ ENCORE 202EL	NON HIGH RISK
TRUE	V21327	NUCLEAR MEDICINE		511162	SYNCHRONIZER, GAMMA CAMERA	NONE	IVY BIOMEDICAL SYSTEMS	3000 CARDIAC TRIGGER	NONE
TRUE	V21001	SURGERY AND RECOVERY SERVICES		A00XZDME16166	TEST EQUIPMENT	DOHENY	EXTRON ELECTRONICS	P/2 DA6XI	NONE
TRUE	V20459	EMERGENCY SERVICES		NSNV20459	OPHTHALMOSCOPE/OTOSCOPE	NONE	WELCH ALLYN INC	767	NON HIGH RISK
TRUE	V19389	EMERGENCY SERVICES	5/16/2008	NSNSVMC0101	OPHTHALMOSCOPE/OTOSCOPE	NONE	WELCH ALLYN INC	767	NON HIGH RISK
TRUE	V19410	EMERGENCY SERVICES	5/7/2008	8137	OPHTHALMOSCOPE/OTOSCOPE	NONE	WELCH ALLYN INC	767	NON HIGH RISK
TRUE	V21827	SURGERY AND RECOVERY SERVICES		NSNV18003	OPHTHALMOSCOPE/OTOSCOPE	NONE	WELCH ALLYN INC	OTO/OPTH	NON HIGH RISK
TRUE	V21834	CANCER TREATMENT CENTER		V21834*	OPHTHALMOSCOPE/OTOSCOPE	NONE	WELCH ALLYN INC	767	NON HIGH RISK
TRUE	V00077	SURGERY AND RECOVERY SERVICES		JA104531168GA	CENTRAL STATION	NONE	GE HEALTHCARE	CIC	NON HIGH RISK
TRUE	V22807	ULTRASONOGRAPHY		80002049	BIOPSY GUN	NONE	BARD MEDICAL DIV C R BARD INC	FINESSE ULTRA	NONE
TRUE	V20492	RECOVERY ROOM SERVICE		J7P65494G	RECORDER, GRAPHIC, PHYSIOLOGIC	NONE	GE HEALTHCARE	7160	NONE
TRUE	V21846	CANCER TREATMENT CENTER		321100	RADIATION THERAPY, DEPTH DOSE APPARATUS	NONE	NUCLETRON	107012-03	NONE
TRUE	V00086	OTHER MEDICAL/SURGICAL ACUTE		SAH04530487GA	AIS SERVER	NONE	GE HEALTHCARE	AIS SERVER	NONE
TRUE	V21038	SURGERY AND RECOVERY SERVICES		NSNV21038	TRANSFORMER, VARIABLE	DOHENY	FURMAN SOUND	PL-8	NONE
TRUE	V22161	RADIOLOGY DIAGNOSTIC	8/13/1997	S15696WK3	DI PORTABLE	NONE	GE HEALTHCARE	AMX 4+	NON HIGH RISK
TRUE	V21468	CLINICAL LABORATORY SERVICES		SL45045V	HOODS, ISOLATION, LAMINAR AIR FLOW	NONE	THE BAKER COMPANY	SG-400	NONE
TRUE	V21266	MEDICAL/SURGICAL INTENSIVE CARE		A3ST6646G	MODULE RACK	DOHENY	GE HEALTHCARE	TRAM-RAC 4A	NON HIGH RISK
TRUE	V20438	CARDIAC CATHETERIZATION SERVICES		H7FB2168G	MONITOR PATIENT	NONE	GE HEALTHCARE	EAGLE 4000	NON HIGH RISK
TRUE	V20440	CARDIAC CATHETERIZATION SERVICES		H7FB2161G	MONITOR PATIENT	NONE	GE HEALTHCARE	EAGLE 4000	NON HIGH RISK
TRUE	V20599	BIOMEDICAL ENGINEERING		G3EH3445G	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V20574	RECOVERY ROOM SERVICE		H7FB2169G	MONITOR PATIENT	NONE	GE HEALTHCARE	EAGLE 4000	NON HIGH RISK
TRUE	V21562	EMERGENCY SERVICES		H3EH3809G	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V19349	OTHER MEDICAL/SURGICAL ACUTE		DSH04511522GA	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V22864	CARDIAC CATHETERIZATION SERVICES		SJA145190421HA	MONITOR PATIENT	NONE	GE HEALTHCARE	CARESCAPE B450	NON HIGH RISK
TRUE	V22845	CARDIAC CATHETERIZATION SERVICES		SJA145790371HA	MONITOR PATIENT	NONE	GE HEALTHCARE	CARESCAPE B450	NON HIGH RISK
TRUE	V20965	MEDICAL/SURGICAL ACUTE		H7HB4028G	MODULE MULTIPARAMETER	NONE	GE HEALTHCARE	450SL	NON HIGH RISK
TRUE	V22848	CARDIAC CATHETERIZATION SERVICES		SA315037166GA	MODULE MULTIPARAMETER	NONE	GE HEALTHCARE	CARESCAPE PDM 2016793-003	NON HIGH RISK
TRUE	V22880	RECOVERY ROOM SERVICE		SA313430982GR	MODULE MULTIPARAMETER	NONE	GE HEALTHCARE	CARESCAPE PDM 2016793-003	NON HIGH RISK
TRUE	V22474	EMERGENCY SERVICES		SH6134201515A	MONITOR VITAL SIGNS	NONE	GE HEALTHCARE	CARESCAPE DINAMAP V100	NON HIGH RISK
TRUE	V22267	OBSERVATION CARE		SH613260066SA	MONITOR VITAL SIGNS	NONE	GE HEALTHCARE	CARESCAPE DINAMAP V100	NON HIGH RISK
TRUE	V22928	BIOMEDICAL ENGINEERING		SH615108240SA	MONITOR VITAL SIGNS	NONE	GE HEALTHCARE	CARESCAPE DINAMAP V100	NON HIGH RISK
TRUE	V22271	TRANSITIONAL INPATIENT CARE		SH613260060SA	MONITOR VITAL SIGNS	NONE	GE HEALTHCARE	CARESCAPE DINAMAP V100	NON HIGH RISK
TRUE	V23751	TRANSITIONAL INPATIENT CARE		SH613260177SA	MONITOR VITAL SIGNS	NONE	GE HEALTHCARE	CARESCAPE DINAMAP V100	NON HIGH RISK
TRUE	V18297	CLINICAL LABORATORY SERVICES		97631147	TIMER	NONE	CONTROL COMPANY	ALLEGIANCE	NON HIGH RISK
TRUE	V21025	SURGERY AND RECOVERY SERVICES		A00P15CE16340	VIDEO IMAGE PROCESSOR	DOHENY	EXTRON ELECTRONICS	DVS 304	NON HIGH RISK
TRUE	V21201	SURGERY AND RECOVERY SERVICES		SYN2308U	ELECTROSURGICAL UNIT BIPOLAR	DOHENY	JOHNSON & JOHNSON MEDICAL PRODUCTS INC A JOHNSON &	80-1187	NON HIGH RISK
TRUE	V19904	EMERGENCY SERVICES		SGM12021374PA	ELECTROCARDIOGRAPH	NONE	GE HEALTHCARE	MAC 5500 HD	NON HIGH RISK
TRUE	V19420	CARDIOLOGY SERVICES	7/8/2008	SCD08242885PA	ELECTROCARDIOGRAPH	NONE	GE HEALTHCARE	MAC 5500	NON HIGH RISK
TRUE	V193346	TELEMETRY		DSH04501152GA	ELECTROCARDIOGRAPH	NONE	GE HEALTHCARE	4000	NON HIGH RISK
TRUE	V00060	SURGERY AND RECOVERY SERVICES		DSH04480534GA	ELECTROCARDIOGRAPH	NONE	GE HEALTHCARE	4000	NON HIGH RISK
TRUE	V00063	SURGERY AND RECOVERY SERVICES		DSH04450202GA	ELECTROCARDIOGRAPH	NONE	GE HEALTHCARE	4000	NON HIGH RISK
TRUE	V23015	RECOVERY ROOM SERVICE		35979	WARMER PATIENT	NONE	3M HEALTHCARE	750	NON HIGH RISK
TRUE	V19629	SURGERY AND RECOVERY SERVICES	1/3/1998	8912297397	LIGHT SURGICAL	DOHENY	STERIS CORP.	SQ240	NON HIGH RISK
TRUE	V21060	SURGERY AND RECOVERY SERVICES		434890026	LIGHT SURGICAL	DOHENY	STERIS CORP.	POLARIS	NON HIGH RISK

TRUE	V20347	RESPIRATORY THERAPY		612100055	NEBULIZER, HEATED	NONE	HUDSON RESPIRATORY CARE, INC.	AQUATHERM III (050-14)	NON HIGH RISK
TRUE	V21544	OTHER MEDICAL/SURGICAL ACUTE		611110041	NEBULIZER, HEATED	NONE	HUDSON RESPIRATORY CARE, INC.	AQUATHERM III (050-14)	NON HIGH RISK
TRUE	V20794	CENTRAL SERVICES AND SUPPLIES		13158902	STERILIZER	NONE	STERIS CORP.	3043	NON HIGH RISK
TRUE	V20498	COMPUTED TOMOGRAPHIC SCANNER		B-91258	ASPIRATOR	NONE	Gomco	789	NON HIGH RISK
TRUE	V21455	CLINICAL LABORATORY SERVICES		37612267	STIRRERS	NONE	THERMOLYNE	MAXI MIX II	NONE
TRUE	V20433	RESPIRATORY THERAPY		31210 0048	HUMIDIFIER, HEATED	NONE	HUDSON RESPIRATORY CARE, INC.	AQUATHERM	NONE
TRUE	V4157	CLINICAL LABORATORY SERVICES	1/1/1990	127050	HEATING BLOCK	NONE	ROECO	2A	NONE
TRUE	V21449DUP	CLINICAL LABORATORY SERVICES			HEATING BLOCK	NONE	ROECO	2A	NONE
TRUE	V23399	CLINICAL LABORATORY SERVICES		20080800383	REFRIGERATOR/FREEZER, LAB	NONE	KENMORE, INC.	183.95872	NONE
TRUE	V20525	CLINICAL LABORATORY SERVICES		E13720347-EQ2-2	REFRIGERATOR	NONE	WHIRLPOOL	EHT161AKWR0	NONE
TRUE	V19356	RECOVERY ROOM SERVICE	1/31/2008	426097001	WARMING UNIT, MULTIPURPOSE	NONE	STERIS CORP.	QDJ04 - AMSCO	NONE
TRUE	V19392	CARDIAC CATHETERIZATION SERVICES		6400113	LIGHT, EXAMINATION	NONE	STERIS CORP.	HARMONY LA300	NONE
TRUE	V5802	CLINICAL LABORATORY SERVICES	1/1/1996	40710775	REFRIGERATOR	NONE	KENMORE, INC.	564.893255	NONE
TRUE	V21989	CARDIAC CATHETERIZATION SERVICES		8003480	ANALYZER COAGULATION AUTOMATED	NONE	MEDTRONIC PERFUSION SYSTEMS	ACT II	NON HIGH RISK
TRUE	V00057	SURGERY AND RECOVERY SERVICES		56009693YA	MONITOR LCD	NONE	NEC CORP OF AMERICA INC	LCD1980SXL	NON HIGH RISK
TRUE	V21056	SURGERY AND RECOVERY SERVICES		84C04663YA	MONITOR LCD	DOHENY	NEC CORP OF AMERICA INC	LCD3210BK	NON HIGH RISK
TRUE	V19777	OTHER MEDICAL/SURGICAL ACUTE	1/28/2010	56009693YA	MONITOR LCD	NONE	NEC CORP OF AMERICA INC	MULTISYNC LCD1980SXI-BK	NON HIGH RISK
TRUE	V00091	SURGERY AND RECOVERY SERVICES		41001348YA	MONITOR LCD	NONE	NEC CORP OF AMERICA INC	LCD1980SXL	NON HIGH RISK
TRUE	TV2316	CENTRAL SERVICES AND SUPPLIES	10/27/2005		FEEDING PUMP	NONE	ABBOTT LABORATORIES	PATROL	NON HIGH RISK
TRUE	V22387	CARDIAC CATHETERIZATION SERVICES		426897030	WARMER CABINET	NONE	STERIS CORP.	QDJ03	NON HIGH RISK
TRUE	V25222	NUCLEAR MEDICINE		405614131	WARMER CABINET	NONE	STERIS CORP.	DJ060124331	NON HIGH RISK
TRUE	V22293	CARDIAC CATHETERIZATION SERVICES		426897031	WARMER CABINET	NONE	STERIS CORP.	QDJ03	NON HIGH RISK
TRUE	VT4785	CENTRAL SERVICES AND SUPPLIES		KASA01481	BED SPECIALTY	NONE	KCI MEDICAL	KINAIR MEDSURG	NON HIGH RISK
TRUE	V20202	CENTRAL SERVICES AND SUPPLIES		G00000814331	INFUSION PUMP	NONE	SIGMA INTERNATIONAL	SPECTRUM	NON HIGH RISK
TRUE	V21909	CARDIAC CATHETERIZATION SERVICES		B-12004	TABLE EXAM TREATMENT	NONE	TRI W-G INC.	HLT6 620	NON HIGH RISK
TRUE	V20325	RADIOLOGY DIAGNOSTIC		360439	FILM DIGITIZER	NONE	VIDAR SYSTEMS CORP	CADPRO ADVANTAGE	NONE
TRUE	V23358	OCCUPATIONAL THERAPY		19088	DYNAMOMETER	NONE	SAMMONS PRESTON / ABILITY ONE	Pinch Gauge	NONE
TRUE	V21255	RESPIRATORY THERAPY		127042	POSITIVE AIRWAY PRESSURE UNIT, CONTINUOUS	NONE	PHILIPS RESPIRONICS	BIPAP VISION	NONE
TRUE	V21486	RADIOLOGY - POB	6/22/2010	29404105758W	DI MAMMOGRAPHY	NONE	HOLOGIC, INC.	SELENIA (ASY-01427)	NON HIGH RISK
TRUE	V19213	GASTROINTESTINAL SERVICES	8/1/2007	7729776	MONITOR LCD	NONE	OLYMPUS AMERICA, INC.	OEV191H	NON HIGH RISK
TRUE	V23481	GASTROINTESTINAL SERVICES		2205466	GASTROSCOPE, FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	GIF-160	NON HIGH RISK
TRUE	V23479	GASTROINTESTINAL SERVICES		2100329	GASTROSCOPE, FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	GIF-1T100	NON HIGH RISK
TRUE	V22331	RESPIRATORY THERAPY		91988676	VENTILATOR	NONE	BIRD PRODUCTS / VIASYS HEALTHCARE	MARK7	CRITICAL - LIFE SUPPORT
TRUE	V22320	BIOMEDICAL ENGINEERING		T914-1756	FLOWMETERS	NONE	CINCINNATI SUB-ZERO PRODUCTS INC.	TFR	NONE
TRUE	V23935	CENTRAL SERVICES AND SUPPLIES		632922	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23848	CENTRAL SERVICES AND SUPPLIES		632877	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23966	CENTRAL SERVICES AND SUPPLIES		630784	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23926	CENTRAL SERVICES AND SUPPLIES		630781	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V25017	CENTRAL SERVICES AND SUPPLIES		630767	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V25016	CENTRAL SERVICES AND SUPPLIES		630770	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23887	CENTRAL SERVICES AND SUPPLIES		630748	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23904	CENTRAL SERVICES AND SUPPLIES		630764	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23992	CENTRAL SERVICES AND SUPPLIES		630742	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23990	CENTRAL SERVICES AND SUPPLIES		630745	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23764	CENTRAL SERVICES AND SUPPLIES		630562	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23759	CENTRAL SERVICES AND SUPPLIES		630565	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23842	CENTRAL SERVICES AND SUPPLIES		630684	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23846	CENTRAL SERVICES AND SUPPLIES		630681	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23915	CENTRAL SERVICES AND SUPPLIES		630661	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23955	CENTRAL SERVICES AND SUPPLIES		630664	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23913	CENTRAL SERVICES AND SUPPLIES		630658	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23768	CENTRAL SERVICES AND SUPPLIES		630549	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23656	CENTRAL SERVICES AND SUPPLIES		625766	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23776	CENTRAL SERVICES AND SUPPLIES		630546	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23695	CENTRAL SERVICES AND SUPPLIES		625788	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23661	CENTRAL SERVICES AND SUPPLIES		625833	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23817	CENTRAL SERVICES AND SUPPLIES		630727	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23984	CENTRAL SERVICES AND SUPPLIES		630712	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23986	CENTRAL SERVICES AND SUPPLIES		630715	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23860	CENTRAL SERVICES AND SUPPLIES		630709	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23889	CENTRAL SERVICES AND SUPPLIES		630642	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23891	CENTRAL SERVICES AND SUPPLIES		630643	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V20427	ULTRASONOGRAPHY		65342WX8	ULTRASOUND TRANSDUCER	NONE	GE HEALTHCARE	4C	NON HIGH RISK
TRUE	V19176	PHYSICAL THERAPY		NSNSVMC0123	EXERCISER, CONTINUOUS PASSIVE MOTION	NONE	STOTT PILATES	STOTT PILATES EXERCISER	NON HIGH RISK
TRUE	V20385	CARDIAC CATHETERIZATION SERVICES		Au3A1137000268	MONITOR LCD	NONE	PHILIPS MEDICAL SYSTEMS	190B7CB/27	NON HIGH RISK
TRUE	V20394	CARDIAC CATHETERIZATION SERVICES		AU3A0715007268	MONITOR LCD	NONE	PHILIPS MEDICAL SYSTEMS	190B7CB/27	NON HIGH RISK
TRUE	V20431	RESPIRATORY THERAPY		612100041	NEBULIZER, HEATED	NONE	HUDSON RESPIRATORY CARE, INC.	AQUATHERM III (050-14)	NON HIGH RISK
TRUE	V20432	RESPIRATORY THERAPY		61210 0045	HUMIDIFIER, HEATED	NONE	HUDSON RESPIRATORY CARE, INC.	AQUATHERM	NONE
TRUE	V20436	RESPIRATORY THERAPY		61210 0054	NEBULIZER, HEATED	NONE	HUDSON RESPIRATORY CARE, INC.	AQUATHERM III (050-14)	NON HIGH RISK

TRUE	V20437	RESPIRATORY THERAPY		61210 0040	NEBULIZER, HEATED	NONE	HUDSON RESPIRATORY CARE, INC.	AQUATHERM III (050-14)	NON HIGH RISK
TRUE	V20417	CLINICAL LABORATORY SERVICES		2001980	FREEZER, BLOOD PLASMA	NONE	HELMER LABS, INC.	IPF120-8	NONE
TRUE	V20444	CARDIAC CATHETERIZATION SERVICES		99074	RADIOFREQUENCY THERAPY SYSTEM, TISSUE ABLATION, CARDIAC	NONE	BOSTON SCIENTIFIC CORP	EPT-1000 XP	NONE
TRUE	V19208	GASTROINTESTINAL SERVICES	8/1/2007	Z7-15801	CART, INSTRUMENT	NONE	OLYMPUS AMERICA, INC.	WM-WP1	NONE
TRUE	V19212	GASTROINTESTINAL SERVICES	8/1/2007	7709660	LIGHT SOURCE, FIBEROPTIC	NONE	OLYMPUS AMERICA, INC.	EVIS EXERA II CLV-180	NON HIGH RISK
TRUE	V20468	CLINICAL LABORATORY SERVICES		5411003-0140006	UPS	NONE	POWERVAR, INC.	ABCE1100-11IEC	NON HIGH RISK
TRUE	V19821	CARDIAC CATHETERIZATION SERVICES	8/2/2010	315298	SCALE NEONATAL	NONE	RICE LAKE WEIGHING	HEALTHWEIGH	NON HIGH RISK
TRUE	V19857	CLINICAL LABORATORY SERVICES	10/4/2010	41137211	CENTRIFUGE	NONE	HERAEUS INSTRUMENTS INC.	MEGAFUGE 16	NON HIGH RISK
TRUE	V20421	SURGERY AND RECOVERY SERVICES		120030	LASER, CARBON DIOXIDE	DOHENY	OMNIGUIDE, INC.	FELS-25A	NONE
TRUE	V19145	SURGERY AND RECOVERY SERVICES	4/11/2007	07C022824	CAMERA SYSTEM	DOHENY	STRYKER MEDICAL	1188HD	NON HIGH RISK
TRUE	V19147	SURGERY AND RECOVERY SERVICES	4/11/2007	MY6253W0M7	PRINTER	DOHENY	HEWLETT-PACKARD	PHOTOSMART 8250	NON HIGH RISK
TRUE	V23521	SURGERY AND RECOVERY SERVICES	1/10/2017	K29311620103	SURGICAL INSTRUMENT	DOHENY	Anspach	SC2101	NONE
TRUE	V23522	SURGERY AND RECOVERY SERVICES	1/10/2017	K29311620104	SURGICAL INSTRUMENT	DOHENY	Anspach	SC2101	NONE
TRUE	V23523	SURGERY AND RECOVERY SERVICES	1/10/2017	K29311620105	SURGICAL INSTRUMENT	DOHENY	Anspach	SC2101	NONE
TRUE	V23520	SURGERY AND RECOVERY SERVICES	1/10/2017	K39311892408	SURGICAL INSTRUMENT	DOHENY	Anspach	SC2101	NONE
TRUE	V19177	SURGERY AND RECOVERY SERVICES	5/11/2007	vt05052	MONITOR EEG	DOHENY	ASPECT MEDICAL SYSTEMS, INC.	BIS VISTA	NON HIGH RISK
TRUE	V20448	EMERGENCY SERVICES		A142211	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V20398	CARDIAC CATHETERIZATION SERVICES		AU3A0715007269	MONITOR LCD	NONE	PHILIPS MEDICAL SYSTEMS	190B7CB/27	NON HIGH RISK
TRUE	V20399	CARDIAC CATHETERIZATION SERVICES		AU3A0715007250	MONITOR LCD	NONE	PHILIPS MEDICAL SYSTEMS	190B7CB/27	NON HIGH RISK
TRUE	V20133	CARDIOLOGY CLINIC		B05X4T	ULTRASOUND CARDIAC	NONE	PHILIPS MEDICAL SYSTEMS	IE33	NON HIGH RISK
TRUE	V19179	SURGERY AND RECOVERY SERVICES	5/11/2007	VT05101	MONITOR EEG	DOHENY	ASPECT MEDICAL SYSTEMS, INC.	BIS VISTA	NON HIGH RISK
TRUE	V20424	SURGERY AND RECOVERY SERVICES		52271	CONTROLLER, SURGICAL HANDPIECE	DOHENY	MEDTRONIC NAVIGATION INC	INTERGRATED POWER CONSOLE	NONE
TRUE	V19143	SURGERY AND RECOVERY SERVICES	4/11/2007	070305AD036	CART, MEDICAL	DOHENY	STRYKER MEDICAL	240-099-011	NONE
TRUE	V19819	BLOOD BANK	7/1/2010	P26V-146792-RV	REFRIGERATOR, BLOOD BANK	NONE	THERMO SCIENTIFIC	BB504A22	NON HIGH RISK
TRUE	V19215	GASTROINTESTINAL SERVICES	8/1/2007	7729374	MONITOR LCD	NONE	OLYMPUS AMERICA, INC.	OEV191H	NON HIGH RISK
TRUE	V19839	CARDIOLOGY SERVICES	10/4/2010	B00DBQ	ULTRASOUND CARDIAC	NONE	PHILIPS MEDICAL SYSTEMS	IE33	NON HIGH RISK
TRUE	V20941	RESPIRATORY THERAPY		144-1651CT	MONITOR SPO2	NONE	NOVAMETRIX MEDICAL SYSTEMS INC	2001	NON HIGH RISK
TRUE	V20472	CLINICAL LABORATORY SERVICES		N5NV20472	SCALE LABORATORY	NONE	OHAUS CORP.	HARVARD	NON HIGH RISK
TRUE	V20469	CLINICAL LABORATORY SERVICES		T09110911087	ROCKER, TEST TUBE	NONE	UNITED PRODUCTS & INSTRUMENTS, INC.	TTR-200	NONE
TRUE	V20464	CLINICAL LABORATORY SERVICES		10011480901	UPS	NONE	Alpha Technologies	PINNICAL PLUS 6000T	NON HIGH RISK
TRUE	V20130	JOINT REPLACEMENT INSTITUTE		E32111-0219	SCALE PATIENT	NONE	DETECTO SCALE / DIV CARDINAL SCALE	750	NON HIGH RISK
TRUE	V20131	ORTHOPEDIC CLINIC		E312-0244	SCALE PATIENT	NONE	DETECTO SCALE / DIV CARDINAL SCALE	750	NON HIGH RISK
TRUE	V19216	GASTROINTESTINAL SERVICES	8/1/2007	7727915	MONITOR LCD	NONE	OLYMPUS AMERICA, INC.	OEV191	NON HIGH RISK
TRUE	V20474	CLINICAL LABORATORY SERVICES		70900011434	NEPHELOMETERS	NONE	BECTON DICKINSON MICROBIOLOGY	PHOENIXSPEC	NONE
TRUE	V20486	CARDIAC CATHETERIZATION SERVICES		59933	PACEMAKER PROGRAMMER	NONE	GUIDANT CORPORATION	3120 ZOOM LATITUDE	NON HIGH RISK
TRUE	V19833	RESPIRATORY THERAPY		608040057	HUMIDIFIER, HEATED	NONE	HUDSON RESPIRATORY CARE, INC.	NEPTUNE	NONE
TRUE	V19834	RESPIRATORY THERAPY		608050118	HUMIDIFIER, HEATED	NONE	HUDSON RESPIRATORY CARE, INC.	NEPTUNE	NONE
TRUE	V19836	RESPIRATORY THERAPY		607110011	HUMIDIFIER, HEATED	NONE	HUDSON RESPIRATORY CARE, INC.	NEPTUNE	NONE
TRUE	V20484	CARDIAC CATHETERIZATION SERVICES		61711100	PACEMAKER PROGRAMMER	NONE	BIOTRONIK, INC.	RENAMIC	NON HIGH RISK
TRUE	V19210	GASTROINTESTINAL SERVICES	8/1/2007	7770565	IMAGE PROCESSOR ENDOSCOPIC	NONE	OLYMPUS AMERICA, INC.	EVIS EXERA II CV180	NON HIGH RISK
TRUE	V20455	EMERGENCY SERVICES		4B0733P92689	UPS	NONE	APC (AMERICAN POWER CONVERSION)	BACK-UPS 350	NON HIGH RISK
TRUE	V19220	GASTROINTESTINAL SERVICES	8/16/2007	GA105716	MONITOR TRANSPORT	NONE	WELCH ALLYN INC	PROPAQ 242	NON HIGH RISK
TRUE	V19914	CARDIOLOGY CLINIC		M00020402	MONITOR NIBP	NONE	SUNTECH MEDICAL INSTRUMENTS INC	247	NON HIGH RISK
TRUE	V19916	CARDIOLOGY CLINIC		M0002040405	MONITOR NIBP	NONE	SUNTECH MEDICAL INSTRUMENTS INC	247	NON HIGH RISK
TRUE	V19917	CARDIOLOGY CLINIC		M00022865	MONITOR NIBP	NONE	SUNTECH MEDICAL INSTRUMENTS INC	247	NON HIGH RISK
TRUE	V19919	CARDIOLOGY CLINIC		M00022864	MONITOR NIBP	NONE	SUNTECH MEDICAL INSTRUMENTS INC	247	NON HIGH RISK
TRUE	V19921	CARDIOLOGY CLINIC		M00022866	MONITOR NIBP	NONE	SUNTECH MEDICAL INSTRUMENTS INC	247	NON HIGH RISK
TRUE	V19924	SPINE CLINIC		M00026222	MONITOR NIBP	NONE	SUNTECH MEDICAL INSTRUMENTS INC	247	NON HIGH RISK
TRUE	V19926	SPINE CLINIC		M00026282	MONITOR NIBP	NONE	SUNTECH MEDICAL INSTRUMENTS INC	247	NON HIGH RISK
TRUE	V19927	SPINE CLINIC		M00026271	MONITOR NIBP	NONE	SUNTECH MEDICAL INSTRUMENTS INC	247	NON HIGH RISK
TRUE	V19929	SPINE CLINIC		M00021662	MONITOR NIBP	NONE	SUNTECH MEDICAL INSTRUMENTS INC	247	NON HIGH RISK
TRUE	V19932	ORTHOPEDIC CLINIC		M00026214	MONITOR NIBP	NONE	SUNTECH MEDICAL INSTRUMENTS INC	247	NON HIGH RISK
TRUE	V19934	ORTHOPEDIC CLINIC		M00026272	MONITOR NIBP	NONE	SUNTECH MEDICAL INSTRUMENTS INC	247	NON HIGH RISK
TRUE	V19175	CENTRAL SERVICES AND SUPPLIES	5/3/2007	3388	ASPIRATOR	NONE	SSCOR INC	NEW DUET	NON HIGH RISK
TRUE	V19211	GASTROINTESTINAL SERVICES	8/1/2007	7770564	IMAGE PROCESSOR ENDOSCOPIC	NONE	OLYMPUS AMERICA, INC.	EVIS EXERA II CV180	NON HIGH RISK
TRUE	V20466	CLINICAL LABORATORY SERVICES		6324-01-00	CENTRIFUGE	NONE	HETTICH INSTRUMENTS LP	ROTOFIX 32A	NON HIGH RISK
TRUE	V20487	CARDIAC CATHETERIZATION SERVICES		9721	PACEMAKER PROGRAMMER	NONE	INTERMEDICS, INC.	RX5000	NON HIGH RISK
TRUE	V20475	CLINICAL LABORATORY SERVICES		202251	MICROSCOPE LIGHT LABORATORY	NONE	OLYMPUS AMERICA, INC.	BH-2	NON HIGH RISK
TRUE	V20963	CARDIAC CATHETERIZATION SERVICES		F9PV2289G	PRINTER	NONE	GE HEALTHCARE	PRN 50	NON HIGH RISK
TRUE	V20462	EMERGENCY SERVICES		PG2280	MONITOR TRANSPORT	NONE	DATASCOPE CORP.	PASSPORT XG	NON HIGH RISK
TRUE	V20488	RADIOLOGY DIAGNOSTIC	8/13/1997	516226WK8	DI PORTABLE	NONE	GE HEALTHCARE	AMX 4+	NON HIGH RISK
TRUE	V20489	RADIOLOGY DIAGNOSTIC		B13995	ASPIRATOR	NONE	Gomco	402	NON HIGH RISK
TRUE	V19856	CARDIAC CATHETERIZATION SERVICES	9/22/2010	ANYZZS-027	MONITOR PATIENT	NONE	DATASCOPE CORP.	AS3000	NON HIGH RISK
TRUE	V20496	RECOVERY ROOM SERVICE		G7FB1998G	MONITOR PATIENT	NONE	GE HEALTHCARE	EAGLE 4000	NON HIGH RISK
TRUE	V19194	CENTRAL SERVICES AND SUPPLIES	6/20/2007	14666257	EXERCISER, CONTINUOUS PASSIVE MOTION	NONE	DANNINGER MEDICAL	400IX	NON HIGH RISK
TRUE	V19201	CLINICAL LABORATORY SERVICES	8/2/2007	BA72402283	REFRIGERATOR	NONE	KENMORE, INC.	253.64722406	NONE
TRUE	V19203	GASTROINTESTINAL SERVICES	8/2/2007	11287316	ELECTROSURGICAL UNIT	NONE	ERBE USA INC	VIO 300 D	NON HIGH RISK
TRUE	V19960	CARDIAC CATHETERIZATION SERVICES		D98D14338	DEFIBRILLATOR	NONE	ZOLL MEDICAL	PD-1400	CRITICAL - LIFE SUPPORT
TRUE	V19963	ORTHOPEDIC CLINIC		X11F506556	DEFIBRILLATOR AED	NONE	ZOLL MEDICAL	AED PLUS	NON HIGH RISK

TRUE	V20968	CARDIOLOGY SERVICES		F9PV2252G	PRINTER	NONE	GE HEALTHCARE	PRN 50-M	NON HIGH RISK
TRUE	V19144	SURGERY AND RECOVERY SERVICES	4/11/2007	07C071584	DIGITAL CAPTURE DEVICE	DOHENY	STRYKER MEDICAL	SDC HD	NONE
TRUE	V23336	SURGERY AND RECOVERY SERVICES	1/30/2017	16H-0028	SURGICAL INSTRUMENT CONTROL PANEL	DOHENY	STRYKER MEDICAL	52 Mini	NONE
TRUE	V20318	SURGERY AND RECOVERY SERVICES		1079307	STEREOTACTIC SYSTEM, NEUROSURGICAL, FRAMELESS	DOHENY	MEDTRONIC NAVIGATION INC	STEALTH STATION S7	NONE
TRUE	V23741	SURGERY AND RECOVERY SERVICES		NR-JP1185	MONITOR, BEDIDE, NEUROLOGY, ELECTROMYOGRAPHIC	DOHENY	MEDTRONIC INC.	NIM RESPONSE 2.0	NONE
TRUE	V19171	SURGERY AND RECOVERY SERVICES	8/1/2007	190407004	LIGHT SOURCE, FIBEROPTIC	DOHENY	Lemke	XL202	NON HIGH RISK
TRUE	V22095DUP	SURGERY AND RECOVERY SERVICES			REGULATOR	DOHENY	BAXTER HEALTHCARE LTD.	EASYSPRAY	NONE
TRUE	V19142	SURGERY AND RECOVERY SERVICES	4/11/2007	SVE217C0441	MONITOR LCD	DOHENY	STRYKER MEDICAL	240-030-920	NON HIGH RISK
TRUE	V20939	SURGERY AND RECOVERY SERVICES		4147314	MODULE PRINTER	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	M-REC..3	NON HIGH RISK
TRUE	V20416	SURGERY AND RECOVERY SERVICES		52225	CONTROLLER, SURGICAL HANDPIECE	DOHENY	MEDTRONIC INC.	EC300RF (REFURBISHED)	NONE
TRUE	V20936	SURGERY AND RECOVERY SERVICES		4266423	MODULE, ANESTHETIC GAS	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	M-CAIOV-03	NON HIGH RISK
TRUE	V20937	SURGERY AND RECOVERY SERVICES		4155766	MODULE BISPECTRAL INDEX (BIS)	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	M-NMT..02	NON HIGH RISK
TRUE	V19257	MEDICAL/SURGICAL INTENSIVE CARE	8/3/2007	RST07213003GA	MODULE RACK	DOHENY	GE HEALTHCARE	TRAM-RAC 4A	NON HIGH RISK
TRUE	V19244	MEDICAL/SURGICAL INTENSIVE CARE	8/3/2007	SBL07211120GA	MONITOR PATIENT	DOHENY	GE HEALTHCARE	SOLAR 8000I	NON HIGH RISK
TRUE	V19289	MEDICAL/SURGICAL INTENSIVE CARE	8/3/2007	DTH02080926	MONITOR LCD	DOHENY	GE HEALTHCARE	MD15T	NON HIGH RISK
TRUE	V20985	BIOMEDICAL ENGINEERING		PRR1592	NURSE CALL SYSTEM	NONE	EXECUTONE	33200	NON HIGH RISK
TRUE	V20959	CENTRAL SERVICES AND SUPPLIES		565066	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V20516	CLINICAL LABORATORY SERVICES		F-9058	ANALYZER HEMATOLOGY	NONE	SYSMEX AMERICA, INC.	CA-1500	NON HIGH RISK
TRUE	V20989	EDUCATION ADMINISTRATIVE OFFICE		1235	TESTER ELECTRICAL SAFETY	NONE	MEDICAL DATA ELECTRONICS (MDE)	D6000	NON HIGH RISK
TRUE	V20990	EDUCATION ADMINISTRATIVE OFFICE		1234-1	TESTER ELECTRICAL SAFETY	NONE	MEDICAL DATA ELECTRONICS (MDE)	D6000	NON HIGH RISK
TRUE	V20493	RECOVERY ROOM SERVICE		J7P65496G	RECORDER, GRAPHIC, PHYSIOLOGIC	NONE	GE HEALTHCARE	7160	NONE
TRUE	V20494	RECOVERY ROOM SERVICE		F7P65116G	RECORDER, GRAPHIC, PHYSIOLOGIC	NONE	GE HEALTHCARE	7160	NONE
TRUE	V20966	MEDICAL/SURGICAL ACUTE		H7HB3882G	MODULE MULTIPARAMETER	NONE	GE HEALTHCARE	TRAM 450SL	NON HIGH RISK
TRUE	V20527	BLOOD BANK		2023184	CENTRIFUGE	NONE	ORTHO-CLINICAL DIAGNOSTICS INC A JOHNSON & JOHNSON	MTS 5150-60	NON HIGH RISK
TRUE	V20518	CLINICAL LABORATORY SERVICES		70504565	UPS	NONE	POWERVAR, INC.	ABCDEF3600	NON HIGH RISK
TRUE	V22234	EMERGENCY SERVICES		SHQ132603305A	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V22235	OBSERVATION CARE		SHQ13260338SA	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 3000	NON HIGH RISK
TRUE	V20504	RADIOLOGY DIAGNOSTIC		5405023-0520094	UPS	NONE	POWERVAR, INC.	ABCE500-111EC	NON HIGH RISK
TRUE	V19154	RESPIRATORY THERAPY		6542	NEBULIZER, HEATED	NONE	DHD HEALTHCARE	THERA-MIST HEATER II	NON HIGH RISK
TRUE	V20503	RADIOLOGY DIAGNOSTIC		W00080	LIGHT, EXAMINATION	NONE	CASTLE	M46	NONE
TRUE	V20992	EDUCATION ADMINISTRATIVE OFFICE		H7MC6047G	PHYSIOLOGICAL MONITORING SYSTEM, ACUTE CARE	NONE	Marquette	SOLAR 8000	NONE
TRUE	V19335	OTHER MEDICAL/SURGICAL ACUTE		DSH04521974GA	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V19336	OTHER MEDICAL/SURGICAL ACUTE		DSH04480534GA	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V19205	GASTROINTESTINAL SERVICES	8/2/2007	11287200	IRRIGATION/DISTENTION SYSTEM	NONE	ERBE USA INC	EIP 2	NON HIGH RISK
TRUE	V20482	RESPIRATORY THERAPY		A1553	VENTILATOR	NONE	AIRON CORPORATION	PNEUTON A	CRITICAL - LIFE SUPPORT
TRUE	V20972	CLINICAL LABORATORY SERVICES		35746	MIXER, CLINICAL LABORATORY	NONE	BAXTER HEALTHCARE LTD.	S82231	NON HIGH RISK
TRUE	V22217	RESPIRATORY THERAPY		110951	POSITIVE AIRWAY PRESSURE UNIT, CONTINUOUS	NONE	PHILIPS RESPIRONICS	BIPAP VISION	NONE
TRUE	V21000	SURGERY AND RECOVERY SERVICES		A00XZDNE16166	TEST EQUIPMENT	DOHENY	EXTRON ELECTRONICS	P/2 DA6XI	NONE
TRUE	V19322	MEDICAL/SURGICAL INTENSIVE CARE	11/27/2007	DTG48080711	MONITOR LCD	DOHENY	GE HEALTHCARE	MD15T	NON HIGH RISK
TRUE	V21002	SURGERY AND RECOVERY SERVICES		A00XZDPE16166	TEST EQUIPMENT	DOHENY	EXTRON ELECTRONICS	P/2 DA6XI	NONE
TRUE	V21018	SURGERY AND RECOVERY SERVICES		NSNV21018	SWITCH/HUBS/BRIDGES/ROUTERS, NETWORK	DOHENY	AMX	NXP-TPI/4	NONE
TRUE	V20940	SURGERY AND RECOVERY SERVICES		M0005PN1250106	MONITOR LCD	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	D-LCC15	NON HIGH RISK
TRUE	V21003	SURGERY AND RECOVERY SERVICES		4615635	MODULE MULTIPARAMETER	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	M-NESTPR..01	NON HIGH RISK
TRUE	V21019	SURGERY AND RECOVERY SERVICES		NSNV21019	SWITCH/HUBS/BRIDGES/ROUTERS, NETWORK	DOHENY	AMX	NXF-MINI	NONE
TRUE	V20935	SURGERY AND RECOVERY SERVICES		Z0190165	MONITOR LCD	DOHENY	ELO TOUCHSYSTEMS, INC.	ET1526L	NON HIGH RISK
TRUE	V19293	MEDICAL/SURGICAL INTENSIVE CARE	8/3/2007	DTH02080923	MONITOR LCD	DOHENY	GE HEALTHCARE	USE1501A	NON HIGH RISK
TRUE	V21033	SURGERY AND RECOVERY SERVICES		9.1E+81	RECORDER, DVD	DOHENY	JVC PROFESSIONAL PRODUCTS CO.	SR-DVM70U	NONE
TRUE	V19935	ORTHOPEDIC CLINIC		M00026281	MONITOR NIBP	NONE	SUNTECH MEDICAL INSTRUMENTS INC	247	NON HIGH RISK
TRUE	V19938	ORTHOPEDIC CLINIC		M00026255	MONITOR NIBP	NONE	SUNTECH MEDICAL INSTRUMENTS INC	247	NON HIGH RISK
TRUE	V19942	EMERGENCY SERVICES		AF07G001636	DEFIBRILLATOR	NONE	ZOLL MEDICAL	R SERIES ALS	CRITICAL - LIFE SUPPORT
TRUE	V19943	EMERGENCY SERVICES		AF07G001654	DEFIBRILLATOR	NONE	ZOLL MEDICAL	R SERIES ALS	CRITICAL - LIFE SUPPORT
TRUE	V19945	BIOMEDICAL ENGINEERING		AF11H017423	DEFIBRILLATOR	NONE	ZOLL MEDICAL	R SERIES ALS	CRITICAL - LIFE SUPPORT
TRUE	V19951	SURGERY AND RECOVERY SERVICES		AF11H017426	DEFIBRILLATOR	NONE	ZOLL MEDICAL	R SERIES ALS	CRITICAL - LIFE SUPPORT
TRUE	V19954	OBSERVATION CARE		AF11I018308	DEFIBRILLATOR	NONE	ZOLL MEDICAL	R SERIES ALS	CRITICAL - LIFE SUPPORT
TRUE	V19955	RESPIRATORY THERAPY		AF11G016927	DEFIBRILLATOR	NONE	ZOLL MEDICAL	R SERIES ALS	CRITICAL - LIFE SUPPORT
TRUE	V19958	GASTROINTESTINAL SERVICES		AF11G016929	DEFIBRILLATOR	NONE	ZOLL MEDICAL	R SERIES ALS	CRITICAL - LIFE SUPPORT
TRUE	V19959	RADIOLOGY DIAGNOSTIC		AF11I018072	DEFIBRILLATOR	NONE	ZOLL MEDICAL	R SERIES ALS	CRITICAL - LIFE SUPPORT
TRUE	V20491	ULTRASONOGRAPHY		35497	DISINFECTING UNIT, LIQUID, FLEXIBLE ENDOSCOPE	NONE	PCI MEDICAL INC	GUS SOAK STATION G10VPL	NONE
TRUE	V20994	RESPIRATORY THERAPY		611110023	NEBULIZER, HEATED	NONE	HUDSON RESPIRATORY CARE, INC.	AQUATHERM III (050-14)	NON HIGH RISK
TRUE	V20995	RESPIRATORY THERAPY		611110005	NEBULIZER, HEATED	NONE	HUDSON RESPIRATORY CARE, INC.	AQUATHERM III (050-14)	NON HIGH RISK
TRUE	V22230	OCCUPATIONAL THERAPY		V22230*	MONITOR TRANSPORT	NONE	DATASCOPE CORP.	PASSPORT XG	NON HIGH RISK
TRUE	V19840	CARDIOLOGY SERVICES	10/4/2010	B00DCP	ULTRASOUND CARDIAC	NONE	PHILIPS MEDICAL SYSTEMS	IE33	NON HIGH RISK
TRUE	V20471	CLINICAL LABORATORY SERVICES		1222M51003344	CENTRIFUGE	NONE	IRIS DIAGNOSTICS	STATSPIN EXPRESS 4	NON HIGH RISK
TRUE	V20508	RADIOLOGY DIAGNOSTIC		239742	MONITOR LCD	NONE	HITACHI MEDICAL SYSTEMS AMERICA	VM-1220U	NON HIGH RISK
TRUE	V21034	SURGERY AND RECOVERY SERVICES		9.1E+115	RECORDER, DVD	DOHENY	JVC PROFESSIONAL PRODUCTS CO.	SR-DVM70U	NONE
TRUE	V21037	SURGERY AND RECOVERY SERVICES		NSNV21037	TRANSFORMER, VARIABLE	DOHENY	FURMAN SOUND	PL-8	NONE
TRUE	V21023	SURGERY AND RECOVERY SERVICES		A0DW6J5E16468	VIDEO IMAGE PROCESSOR	DOHENY	EXTRON ELECTRONICS	DVS 304	NON HIGH RISK
TRUE	V20993	EDUCATION ADMINISTRATIVE OFFICE		H7ST0743G	MODULE RACK	NONE	Marquette	TRAM-RAC 4A	NON HIGH RISK
TRUE	V20977	BIOMEDICAL ENGINEERING		7194115	THERMOMETER	NONE	WELCH ALLYN INC	SURETEMP PLUS 690	NON HIGH RISK

TRUE	V20513	CLINICAL LABORATORY SERVICES		411100	CENTRIFUGE	NONE	UNITED PRODUCTS & INSTRUMENTS, INC.	POWERSPIN LX	NON HIGH RISK
TRUE	V19339	OTHER MEDICAL/SURGICAL ACUTE		DSH04450202GA	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V21024	SURGERY AND RECOVERY SERVICES		A00XZXTE16468	VIDEO IMAGE PROCESSOR	DOHENY	EXTRON ELECTRONICS	DVS 304	NON HIGH RISK
TRUE	V21043	SURGERY AND RECOVERY SERVICES		787473	POWER SUPPLY	DOHENY	CLEAR COMMUNICATIONS	PL PRO PS-232	NON HIGH RISK
TRUE	V21026	SURGERY AND RECOVERY SERVICES		NSNV21026	VIDEO IMAGE PROCESSOR	DOHENY	EXTRON ELECTRONICS	DVS 304	NON HIGH RISK
TRUE	V19340	OTHER MEDICAL/SURGICAL ACUTE		DSH04521931GA	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V19966	CARDIOLOGY CLINIC		X12G558661	DEFIBRILLATOR AED	NONE	ZOLL MEDICAL	AED PLUS	NON HIGH RISK
TRUE	V19300	RECOVERY ROOM SERVICE	9/13/2007	AF07H001721	DEFIBRILLATOR	NONE	ZOLL MEDICAL	R SERIES ALS	CRITICAL - LIFE SUPPORT
TRUE	V22211	RENAL DIALYSIS		1001034	WATER PURIFICATION REVERSE OSMOSIS	NONE	LAUER MEMBRAN WASSERTECHNIK GMBH	AQUABOSS	NON HIGH RISK
TRUE	V22213	RENAL DIALYSIS		4K0R261	HEMODIALYSIS UNIT	NONE	FRESENIUS MEDICAL NORTH AMERICA	2008K	NON HIGH RISK
TRUE	V19222	GASTROINTESTINAL SERVICES	8/16/2007	GA105720	MONITOR TRANSPORT	NONE	WELCH ALLYN INC	PROPAQ 242	NON HIGH RISK
TRUE	V22245	TRANSITIONAL INPATIENT CARE		A8736-EQ2-2	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V22270	OBSERVATION CARE		A8734	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V21028	SURGERY AND RECOVERY SERVICES		NSNV21028	VIDEO IMAGE PROCESSOR	DOHENY	EXTRON ELECTRONICS	DVS 304	NON HIGH RISK
TRUE	V21004	SURGERY AND RECOVERY SERVICES		4163433	MODULE, ANESTHETIC GAS	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	M-CAIOV-03	NON HIGH RISK
TRUE	V21011	SURGERY AND RECOVERY SERVICES		2012774	DIGITAL ARCHIVE DEVICE	DOHENY	MEDICAPTURE	MEDICAP USB200	NONE
TRUE	V21951	PHYSICAL THERAPY		99S21802	ULTRASOUND THERAPEUTIC	NONE	METTLER ELECTRONICS CORP	ME-706	NON HIGH RISK
TRUE	V20988	EDUCATION ADMINISTRATIVE OFFICE		1564	CART, SERVICE/UTILITY	NONE	ARMSTRONG MEDICAL INDUSTRIES INC	AA-750	NONE
TRUE	V22231	COMMUNICATIONS		73436162	TEST EQUIPMENT	NONE	TOA	A-906MK2	NONE
TRUE	V19221	GASTROINTESTINAL SERVICES	8/16/2007	GA105719	PHYSIOLOGICAL MONITORING SYSTEM	NONE	WELCH ALLYN INC	PROPAQ 100 SERIES	NONE
TRUE	V19223	GASTROINTESTINAL SERVICES	8/16/2007	GA105718	PHYSIOLOGICAL MONITORING SYSTEM	NONE	WELCH ALLYN INC	PROPAQ 100 SERIES	NONE
TRUE	V19324	GASTROINTESTINAL SERVICES	11/15/2007	5367	ELECTROSURGICAL UNIT	NONE	BOSTON SCIENTIFIC CORP	ENDOSTAT III	NON HIGH RISK
TRUE	V19343	OTHER MEDICAL/SURGICAL ACUTE		DSH04450164GA	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V19345	OTHER MEDICAL/SURGICAL ACUTE		DSH04521930GA	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V21005	SURGERY AND RECOVERY SERVICES		4155784	MODULE BISPECTRAL INDEX (BIS)	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	M-NMT..02	NON HIGH RISK
TRUE	V21950	PHYSICAL THERAPY		573890	STIMULATOR NEUROMUSCULAR	NONE	DYNATRONICS CORPORATION	DYNATRON 500	NON HIGH RISK
TRUE	V20526	BLOOD BANK		1C49408	MICROSCOPE LIGHT OPERATING	NONE	OLYMPUS AMERICA, INC.	CX31	NON HIGH RISK
TRUE	V21014	SURGERY AND RECOVERY SERVICES		NSNV21014	DIGITAL ARCHIVE DEVICE	DOHENY	MEDICAPTURE	MEDICAP USB200	NONE
TRUE	V21021	SURGERY AND RECOVERY SERVICES		AS0625232977	UPS	DOHENY	APC (AMERICAN POWER CONVERSION)	SMART-UPS 1500	NON HIGH RISK
TRUE	V21031	SURGERY AND RECOVERY SERVICES		A012KYXE16686	EQUIPMENT, AUDIO/VISUAL	DOHENY	EXTRON ELECTRONICS	MVX SERIES	NONE
TRUE	V21041	SURGERY AND RECOVERY SERVICES		A00XZDXE16166	TEST EQUIPMENT	DOHENY	EXTRON ELECTRONICS	P/2 DA6XI	NONE
TRUE	V19310	OTHER MEDICAL/SURGICAL ACUTE	10/1/2007	RAPC03497	RESUSCITATOR, CARDIOPULMONARY	NONE	ZOLL MEDICAL	AUTOPULSE	NONE
TRUE	V19321	CLINICAL LABORATORY SERVICES	11/1/2007	BA74202817	REFRIGERATOR	NONE	KENMORE, INC.	253.60722	NONE
TRUE	V22280	OBSERVATION CARE		A8159	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V22282	OBSERVATION CARE		A8740	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V22301	GASTROINTESTINAL SERVICES		7054045	LIGHT SOURCE, FIBEROPTIC	NONE	OLYMPUS AMERICA, INC.	CLV-10	NON HIGH RISK
TRUE	V209995	RESPIRATORY THERAPY		61110005	HUMIDIFIER, HEATED	NONE	HUDSON RESPIRATORY CARE, INC.	AQUATHERM III	NONE
TRUE	V22225	PATHOLOGICAL LABORATORY SERVICES		451487-1	MICROSCOPE LIGHT LABORATORY	NONE	CARL ZEISS SURGICAL INC.	AXIOSKOP 20	NON HIGH RISK
TRUE	V21956	CENTRAL SERVICES AND SUPPLIES		585694	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V21022	SURGERY AND RECOVERY SERVICES		A00QN13E16363D0843C	VIDEO IMAGE PROCESSOR	DOHENY	EXTRON ELECTRONICS	MGP 462	NON HIGH RISK
TRUE	V21064	SURGERY AND RECOVERY SERVICES		E1DJ0503G	MONITOR PATIENT	DOHENY	GE HEALTHCARE	DASH 3000	NON HIGH RISK
TRUE	V21066	SURGERY AND RECOVERY SERVICES		E1DJ0445G	MONITOR PATIENT	DOHENY	GE HEALTHCARE	DASH 3000	NON HIGH RISK
TRUE	V19297	GASTROINTESTINAL SERVICES	9/6/2006	11251614	ELECTROSURGICAL UNIT ARGON	NONE	ERBE USA INC	APC 2	NON HIGH RISK
TRUE	V21964	CENTRAL SERVICES AND SUPPLIES		523047	FEEDING PUMP	NONE	COMPAT INC.	COMPAT	NON HIGH RISK
TRUE	V19330	PERIPHERAL VASCULAR LABORATORY	12/1/2002	89811US4	ULTRASOUND POINT OF CARE	NONE	GE HEALTHCARE	LOGIQ 9	NON HIGH RISK
TRUE	V19331	ULTRASONOGRAPHY	1/2/2008	90744US4	ULTRASOUND POINT OF CARE	NONE	GE HEALTHCARE	LOGIQ 9	NON HIGH RISK
TRUE	V21953	PHYSICAL THERAPY		55566	MOIST HEAT THERAPY PACK CONDITIONERS	NONE	CHATTANOOGA CORP	HYDROCOLLATOR	NONE
TRUE	V22307	EMERGENCY SERVICES		A443000	LARYNGOSCOPE, FLEXIBLE, INTUBATION, VIDEO	NONE	VERATHON MEDICAL	GLIDESCOPE COBALT AVL	NONE
TRUE	V22308	EMERGENCY SERVICES		AM132699	LARYNGOSCOPE, FLEXIBLE, INTUBATION, VIDEO	NONE	VERATHON MEDICAL	GLIDESCOPE COBALT AVL	NONE
TRUE	V22328	CARDIAC CATHETERIZATION SERVICES		F7H3875A	ELECTROSURGICAL UNIT	NONE	VALLEYLAB INC.	FORCE FXC	NON HIGH RISK
TRUE	V22269	OBSERVATION CARE		SH6132508725A	MONITOR VITAL SIGNS	NONE	GE HEALTHCARE	CARESCAPE DINAMAP V100	NON HIGH RISK
TRUE	V21501	CANCER TREATMENT CENTER		184	DOSIMETER, RADIATION	NONE	PTW-FREIBURG	UNIDOS	NON HIGH RISK
TRUE	V22137	RADIOLOGY DIAGNOSTIC		D8002683	MONITORING SYSTEM, PHYSIOLOGIC, ACUTE CARE	NONE	WELCH ALLYN INC	PROPAQ206EL	NONE
TRUE	V22051	CARDIAC CATHETERIZATION SERVICES		13250	STEREOTACTIC SYSTEM, CARDIAC MAPPING/ABLATION	NONE	BIOSENSE WEBSTER, INC.	CARTO 3	NONE
TRUE	V22052	CARDIAC CATHETERIZATION SERVICES		3547	IRRIGATION/DISTENTION SYSTEM	NONE	BIOSENSE WEBSTER, INC.	M-5491-01/02	NON HIGH RISK
TRUE	V22097	CLINICAL LABORATORY SERVICES		10309478	ANALYZER URINE	NONE	SIEMENS HEALTHCARE DIAGNOSTICS INC	CLINITEK ATLAS	NON HIGH RISK
TRUE	V22092	CENTRAL SERVICES AND SUPPLIES		633506	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V22037	RESPIRATORY THERAPY		979	ANALYZER POC WHOLE BLOOD	NONE	EPOCAL INC	EPOC	NON HIGH RISK
TRUE	V22039	RESPIRATORY THERAPY			SCALE PATIENT	NONE	HEALTHOMETER, INC.	Ambulatory Scale	NON HIGH RISK
TRUE	V22086	RADIOLOGY - POB		100066	STEREOTACTIC SYSTEM, BIOPSY, MAMMOGRAPHIC	NONE	SUROS SURGICAL	ATEC PEARL	NONE
TRUE	V21500	CANCER TREATMENT CENTER		119502	POSITIONING AID, RADIOGRAPHIC/RADIOTHERAPEUTIC	NONE	NOMOS	AUTO-CRANE	NONE
TRUE	V22126	CENTRAL SERVICES AND SUPPLIES		579923	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V21536	CENTRAL SERVICES AND SUPPLIES		F898	AIR CLEANER MOBILE	NONE	ABATEMENT TECHNOLOGIES	HC800F	NON HIGH RISK
TRUE	V22151	CENTRAL SERVICES AND SUPPLIES		632108	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V22049	CARDIAC CATHETERIZATION SERVICES		AU3A1137000265	MONITOR LCD	NONE	PHILIPS MEDICAL SYSTEMS	19B1CB/27	NON HIGH RISK
TRUE	V22016	CARDIOLOGY CLINIC		800D0NQ	ULTRASOUND TRANSDUCER	NONE	PHILIPS MEDICAL SYSTEMS	L9-3	NON HIGH RISK
TRUE	V19866	GASTROINTESTINAL SERVICES		194907	WARMING UNIT, MULTIPURPOSE	NONE	PEDIGO PRODUCTS INC	P-2040-S	NONE
TRUE	V22080	OBSERVATION CARE		501555746	MONITOR SPO2	NONE	NONIN MEDICAL,INC	ONYX VANTAGE	NON HIGH RISK
TRUE	V21495	PHYSICAL THERAPY		2008-01454	BATH PARAFFIN	NONE	HYGENIC CORP	PARABATH	NON HIGH RISK

TRUE	V20309	TRANSITIONAL INPATIENT CARE		103000731312	MONITOR NIBP	NONE	WELCH ALLYN INC	CONNEX - VSM-6000	NON HIGH RISK
TRUE	V19361	BIOMEDICAL ENGINEERING	1/10/2008	7502759	THERMOMETER	NONE	WELCH ALLYN INC	SURETEMP PLUS 690	NON HIGH RISK
TRUE	V19363	BIOMEDICAL ENGINEERING	1/10/2008	7502891	THERMOMETER	NONE	WELCH ALLYN INC	SURETEMP PLUS 690	NON HIGH RISK
TRUE	V22056	RESPIRATORY THERAPY		144-1484CT	MONITOR SPO2	NONE	NOVAMETRIX MEDICAL SYSTEMS INC	2001	NON HIGH RISK
TRUE	V22112	CARDIAC CATHETERIZATION SERVICES		CE1002272P	PACEMAKER EXTERNAL	NONE	MEDTRONIC NAVIGATION INC	5375	CRITICAL - LIFE SUPPORT
TRUE	V22162	PULMONARY FUNCTION SERVICES		6079	TREADMILL	NONE	JAS MANUFACTURING	TM300/S	NONE
TRUE	V21499	CANCER TREATMENT CENTER		1010004562	COMPRESSOR, MEDICAL AIR	NONE	JUN-AIR	MODEL 3	NONE
TRUE	V22120	RESPIRATORY THERAPY		3510011259	VENTILATOR	NONE	Nellcor Puritan Bennett	840	CRITICAL - LIFE SUPPORT
TRUE	V22419	SURGERY AND RECOVERY SERVICES		101169	CAMERA, MICROSCOPE	DOHENY	SONY ELECTRONICS / MEDICAL SYSTEMS	DXC-C33	NONE
TRUE	V22032	SURGERY AND RECOVERY SERVICES		2002 0952	WARMER BLOOD SOLUTION	DOHENY	LEVEL 1	HL-90	NON HIGH RISK
TRUE	V21478	SURGERY AND RECOVERY SERVICES		1303502183	DRILL BONE	DOHENY	STRYKER MEDICAL	CORE POWER DRIVER (5400-50)	NON HIGH RISK
TRUE	V21540	RESPIRATORY THERAPY		144-1478	MONITOR SPO2	NONE	NOVAMETRIX MEDICAL SYSTEMS INC	2001	NON HIGH RISK
TRUE	V22140	RESPIRATORY THERAPY		144-1652	MONITOR SPO2	NONE	NOVAMETRIX MEDICAL SYSTEMS INC	2001	NON HIGH RISK
TRUE	V22141	RESPIRATORY THERAPY		144-1449	MONITOR SPO2	NONE	NOVAMETRIX MEDICAL SYSTEMS INC	2001	NON HIGH RISK
TRUE	V21480	SURGERY AND RECOVERY SERVICES		1303502193	DRILL BONE	DOHENY	STRYKER MEDICAL	CORE POWER DRIVER (5400-50)	NON HIGH RISK
TRUE	V21481	SURGERY AND RECOVERY SERVICES		1303502203	DRILL BONE	DOHENY	STRYKER MEDICAL	CORE POWER DRIVER (5400-50)	NON HIGH RISK
TRUE	V21124	SURGERY AND RECOVERY SERVICES		4615633	MODULE MULTIPARAMETER	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	M-NESTPR..01	NON HIGH RISK
TRUE	V19358	SURGERY AND RECOVERY SERVICES	1/31/2008	435594002	WARMING UNIT, MULTIPURPOSE	DOHENY	STERIS CORP.	QDJ04	NONE
TRUE	V19348	OTHER MEDICAL/SURGICAL ACUTE		DSH04521944GA	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V22146	RESPIRATORY THERAPY		144-1445CT	MONITOR SPO2	NONE	NOVAMETRIX MEDICAL SYSTEMS INC	2001	NON HIGH RISK
TRUE	V21510	GASTROINTESTINAL SERVICES		11-189657	MONITOR LCD	NONE	OLYMPUS AMERICA, INC.	SC-SX19-A1511	NON HIGH RISK
TRUE	V21489	RADIOLOGY DIAGNOSTIC		1233	DI RAD FLOURO	NONE	SIEMENS MEDICAL	POLYDOROS LX 50	NON HIGH RISK
TRUE	V21492	PHYSICAL THERAPY		13310	TABLE EXAM TREATMENT	NONE	ARMEDICA CORPORATION	PERFORMA MAT PLATFORM	NON HIGH RISK
TRUE	V21507	PHYSICAL THERAPY		860124	ULTRASOUND THERAPEUTIC	NONE	DYNATRONICS CORPORATION	D850 PLUS	NON HIGH RISK
TRUE	V21484	CANCER TREATMENT CENTER		V21484*	WORKSTATION, RADIOTHERAPY, PLANNING	NONE	NUCLETRON	OCENTRA BRACHY 4.0	NONE
TRUE	V21527	RENAL DIALYSIS		1178378	WATER PURIFICATION REVERSE OSMOSIS	NONE	GE HEALTHCARE	F-801	NON HIGH RISK
TRUE	V19382	RESPIRATORY THERAPY	4/3/2008	41-07955	AIRWAY CLEARANCE UNIT	NONE	HILL ROM INC.	THE VEST AIRWAY CLEARANCE SYSTEM	NONE
TRUE	V21548	OTHER MEDICAL/SURGICAL ACUTE		UW215A065C	UPS	NONE	POWERVAR, INC.	PW5115-750	NON HIGH RISK
TRUE	V22156	BIOMEDICAL ENGINEERING		741	TESTER NIBP	NONE	DNI NEVADA	CUFFLINK	NON HIGH RISK
TRUE	V21549	OTHER MEDICAL/SURGICAL ACUTE		UW215A0647	UPS	NONE	POWERVAR, INC.	PW5115-750	NON HIGH RISK
TRUE	V19391	RENAL DIALYSIS	5/1/2008	X08E154069	DEFIBRILLATOR AED	NONE	ZOLL MEDICAL	AED PLUS	NON HIGH RISK
TRUE	V22152	CENTRAL SERVICES AND SUPPLIES		629204	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V22119	CLINICAL LABORATORY SERVICES		234792	MICROSCOPE LIGHT LABORATORY	NONE	OLYMPUS AMERICA, INC.	BH-2	NON HIGH RISK
TRUE	V19390	CLINICAL LABORATORY SERVICES	6/3/2008	1861071008900	MIXER	NONE	THERMOLYNE	MAXIMIX	NONE
TRUE	V19414	PHARMACY		512980604236	WARMING UNIT, CONTRAST MEDIA	NONE	NYCOMED	712214	NONE
TRUE	V21532	RENAL DIALYSIS		15698	WATER PURIFICATION REVERSE OSMOSIS	NONE	GE HEALTHCARE	F-801	NON HIGH RISK
TRUE	V8346	BLOOD BANK	3/24/1992	NSNSVMC0073	CHAMBER, ENVIRONMENTAL	NONE	MELCO INC	ENVIRONMENTAL CHAMBER	NONE
TRUE	V19411	PHYSICAL THERAPY	6/20/2005	100448	BATH, WATER, MOLDED PLASTIC SPLINT	NONE	THERMO ELECTRON CORPORATION	FORMA-SPLINT SP-1501	NONE
TRUE	V21513	CARDIAC CATHETERIZATION SERVICES		P-9301-10P-03	TEST EQUIPMENT	NONE	ST JUDE MEDICAL / CARDIAC RHYTHM	EP WORKMATE SIGNAL CONDITIONER	NONE
TRUE	V20288	CLINICAL LABORATORY SERVICES		1289	CENTRIFUGE	NONE	HETTICH INSTRUMENTS LP	EBA20S	NON HIGH RISK
TRUE	V20311	COMPUTED TOMOGRAPHIC SCANNER		435622-000	WARMING UNIT, MULTIPURPOSE	NONE	PEDIGO PRODUCTS INC	P-2050	NONE
TRUE	V22110	CARDIAC CATHETERIZATION SERVICES		S1327	PACEMAKER EXTERNAL	NONE	PACESETTER SYSTEMS	3070A	CRITICAL - LIFE SUPPORT
TRUE	V22144	PULMONARY FUNCTION SERVICES		190394288	MONITOR NIBP	NONE	BCI INTERNATIONAL	58450A1	NON HIGH RISK
TRUE	V22169	CARDIAC CATHETERIZATION SERVICES		S1314	PACEMAKER EXTERNAL	NONE	PACESETTER SYSTEMS	3070A	CRITICAL - LIFE SUPPORT
TRUE	V21502	PHYSICAL THERAPY		9494	COLD PACK CHILLING UNIT	NONE	CHATTANOOGA CORP	COLPAC C-S	NONE
TRUE	V21505	PHYSICAL THERAPY		6165	TRACTION UNIT, INTERMITTENT	NONE	CHATTANOOGA CORP	T700	NONE
TRUE	V20299	CARDIOLOGY CLINIC		M00032277	MONITOR NIBP	NONE	SUNTECH MEDICAL INSTRUMENTS INC	TANGO	NON HIGH RISK
TRUE	V21553	CENTRAL SERVICES AND SUPPLIES		64N07500	HYPOTHERMIA UNIT	NONE	GAYMAR INDUSTRIES INC	T PUMP	NON HIGH RISK
TRUE	V19413	PHARMACY		5118429	REFRIGERATOR	NONE	TRUE MANUFACTURING CO.	GDM-12	NONE
TRUE	V19385	CARDIAC CATHETERIZATION SERVICES	3/6/2008	TL-011508.01	INFUSION PUMP SYRINGE	NONE	BAXTER HEALTHCARE LTD.	INFUS OR	NON HIGH RISK
TRUE	V19388	EMERGENCY SERVICES	5/16/2008	NSNSVMC0050	OPHTHALMOSCOPE/OTOSCOPE	NONE	WELCH ALLYN INC	767	NON HIGH RISK
TRUE	V22171	PATHOLOGICAL LABORATORY SERVICES		440517	MICROSCOPE LIGHT LABORATORY	NONE	NIKON INSTRUMENTS	LABPPHOT2	NON HIGH RISK
TRUE	V19405	EMERGENCY SERVICES	5/7/2008	8128	OPHTHALMOSCOPE/OTOSCOPE	NONE	WELCH ALLYN INC	767	NON HIGH RISK
TRUE	V19407	EMERGENCY SERVICES	5/7/2008	34543	OPHTHALMOSCOPE/OTOSCOPE	NONE	WELCH ALLYN INC	767	NON HIGH RISK
TRUE	V19359	SURGERY AND RECOVERY SERVICES	1/31/2008	405295050	WARMING UNIT, MULTIPURPOSE	DOHENY	STERIS CORP.	QDJ04	NONE
TRUE	V19383	SURGERY AND RECOVERY SERVICES	3/6/2008	TL-031908.04	INFUSION PUMP SYRINGE	DOHENY	BAXTER HEALTHCARE LTD.	INFUS OR	NON HIGH RISK
TRUE	V21476	SURGERY AND RECOVERY SERVICES		1301600204	CUTTER/ASPIRATOR, BONE, ULTRASONIC	DOHENY	STRYKER MEDICAL	UST-2001	NONE
TRUE	V19357	SURGERY AND RECOVERY SERVICES	1/31/2008	413597016	WARMING UNIT, MULTIPURPOSE	DOHENY	STERIS CORP.	QDJ04 AMSCO	NONE
TRUE	V21521	SURGERY AND RECOVERY SERVICES		0110197-03	STERILIZER	DOHENY	STERIS CORP.	CENTURY V-116 PRE VAC	NON HIGH RISK
TRUE	V22084	SURGERY AND RECOVERY SERVICES		190504008	MICROSCOPE LIGHT OPERATING	DOHENY	LEICA MICROSYSTEMS, INC.	M400E	NON HIGH RISK
TRUE	V22203	GASTROINTESTINAL SERVICES		JP8CC850X4	PRINTER	NONE	HEWLETT-PACKARD	LASERJET CP4525	NON HIGH RISK
TRUE	V20314	RADIOLOGY DIAGNOSTIC		562322348	IMAGE DIGITIZATION SYSTEM, COMPUTED RADIOGRAPHY	NONE	FUJIFILM MEDICAL SYSTEMS USA	FCR XG-1	NON HIGH RISK
TRUE	V21525	RENAL DIALYSIS		9K05-141553	HEMODIALYSIS UNIT	NONE	FRESENIUS MEDICAL NORTH AMERICA	2008K2	NON HIGH RISK
TRUE	V9205	CLINICAL LABORATORY SERVICES	7/23/1996	463514	MICROSCOPE	NONE	NIKON INSTRUMENTS	LABOSHOT-2	NONE
TRUE	V22182	ULTRASONOGRAPHY			SCALE PATIENT	NONE	HEALTHOMETER, INC.	Ambulatory Scale	NON HIGH RISK
TRUE	V19433	RESPIRATORY THERAPY		60806 0009	NEBULIZER, HEATED	NONE	HUDSON RESPIRATORY CARE, INC.	AQUATHERM III (050-14)	NON HIGH RISK
TRUE	V19438	RESPIRATORY THERAPY		608060018	NEBULIZER, HEATED	NONE	HUDSON RESPIRATORY CARE, INC.	AQUATHERM III (050-14)	NON HIGH RISK
TRUE	V21542	OTHER MEDICAL/SURGICAL ACUTE		A283988	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V22165	BIOMEDICAL ENGINEERING		7217302	THERMOMETER	NONE	WELCH ALLYN INC	SURETEMP PLUS 690	NON HIGH RISK

TRUE	V22153	CENTRAL SERVICES AND SUPPLIES		573835	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V19445	RADIOLOGY DIAGNOSTIC	9/10/2008	SD008294111GA	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 3000	NON HIGH RISK
TRUE	V22075	SURGERY AND RECOVERY SERVICES		SYN2298U	ELECTROSURGICAL UNIT BIPOLAR	DOHENY	JOHNSON & JOHNSON MEDICAL PRODUCTS INC A JOHNSON &	80-1187	NON HIGH RISK
TRUE	V22204	SURGERY AND RECOVERY SERVICES		MMLS2AA0013100781742 1	MONITOR LCD	DOHENY	ACER/ACROS	V193	NON HIGH RISK
TRUE	V22946	MEDICAL/SURGICAL INTENSIVE CARE		1912789	PRINTER	DOHENY	GE HEALTHCARE	PRN 50-M	NON HIGH RISK
TRUE	V19456	CARDIAC CATHETERIZATION SERVICES	10/16/2008	A080700383	REFRIGERATOR	NONE	SUMMIT APPLIANCES	FFAR-2L	NONE
TRUE	V6061	CLINICAL LABORATORY SERVICES	1/1/1996	233983	MICROSCOPE LIGHT LABORATORY	NONE	OLYMPUS AMERICA, INC.	BH-2	NON HIGH RISK
TRUE	V20297	CARDIOLOGY SERVICES		P8207A173	RECORDER, ELECTRONIC STORAGE, DATA, ELECTROCARDIOGRAPHY	NONE	GE HEALTHCARE	SEER LIGHT	NONE
TRUE	V19440	RESPIRATORY THERAPY		60806010	NEBULIZER, HEATED	NONE	HUDSON RESPIRATORY CARE, INC.	AQUATHERM III (050-14)	NON HIGH RISK
TRUE	V19560	RADIOLOGY DIAGNOSTIC	2/22/2007	5044	DI RAD FLOURO	NONE	SIEMENS MEDICAL	UROSKOP ACCESS	NON HIGH RISK
TRUE	V992	CENTRAL SERVICES AND SUPPLIES		B-93643	ASPIRATOR	NONE	SURGICAL MECHANICAL RESEARCH	789	NON HIGH RISK
TRUE	V19453	RADIOLOGY DIAGNOSTIC	9/16/2008	E2-0517	DI C-ARM	NONE	GE HEALTHCARE	9900 Elite	NON HIGH RISK
TRUE	V19528	JOINT REPLACEMENT INSTITUTE	12/11/2008	40894133	CENTRIFUGE	NONE	THERMO SCIENTIFIC	CL10	NON HIGH RISK
TRUE	V19561	CLINICAL LABORATORY SERVICES		ISR05684	ANALYZER IMMUNOASSAY	NONE	ABBOTT LABORATORIES	ARCHITECT I2000SR	NON HIGH RISK
TRUE	V19446	COMPUTED TOMOGRAPHIC SCANNER	9/10/2008	SD007504181GA	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 3000	NON HIGH RISK
TRUE	V19567	NUCLEAR MEDICINE	2/15/2001	4523	SCANNING SYSTEM, GAMMA CAMERA	NONE	SIEMENS MEDICAL	E.CAM	NONE
TRUE	V19591	CLINICAL LABORATORY SERVICES	10/1/2008	PX1006	ANALYZER, LABORATORY, MICROBIOLOGICAL, SUSCEPTIBILITY, AUTOMATED	NONE	BECTON DICKINSON MICROBIOLOGY	PHOENIX 100	NONE
TRUE	V23009	RECOVERY ROOM SERVICE		9028	WARMER PATIENT	NONE	3M HEALTHCARE	875	NON HIGH RISK
TRUE	V23010	RECOVERY ROOM SERVICE		9025	WARMER PATIENT	NONE	3M HEALTHCARE	875	NON HIGH RISK
TRUE	V22931	CANCER TREATMENT CENTER		102089 / 00000062291 / 120,333	LIFT PATIENT	NONE	NOMOS	AutoCrane	NON HIGH RISK
TRUE	V22957	CARDIAC CATHETERIZATION SERVICES		79831	LASER, EXCIMER, ANGIOPLASTY	NONE	SPECTRANETICS CORP.	CVX-300	NONE
TRUE	V22958	PHYSICAL THERAPY		2913	STIMULATOR NEUROMUSCULAR	NONE	DEEP MUSCLE STIMULATOR (DMS INC)	1B	NON HIGH RISK
TRUE	V19577	OTHER MEDICAL/SURGICAL ACUTE	6/5/2007	BAJ8956100001151	SCALE PATIENT	NONE	LIKO INC	VIKING L	NON HIGH RISK
TRUE	V23012	RECOVERY ROOM SERVICE		35974	WARMER PATIENT	NONE	3M HEALTHCARE	750	NON HIGH RISK
TRUE	V19464	JOINT REPLACEMENT INSTITUTE	10/27/2008	X08I1774386	DEFIBRILLATOR AED	NONE	ZOLL MEDICAL	AED PLUS	NON HIGH RISK
TRUE	V19562	CARDIOLOGY SERVICES	2/28/2007	SA207131359GA	RECORDER, ELECTRONIC STORAGE, DATA, ELECTROCARDIOGRAPHY	NONE	GE HEALTHCARE	SEER LIGHT	NONE
TRUE	V19575	GASTROINTESTINAL SERVICES	2/21/2008	201655	DISINFECTING UNIT, LIQUID, FLEXIBLE ENDOSCOPE	NONE	MediVators	SCOPE BUDDY	NONE
TRUE	V19597	CARDIAC CATHETERIZATION SERVICES	2/2/2009	MG202/G21111	MONITOR LCD	NONE	AMPRONIX, INC.	AMVX 1908	NON HIGH RISK
TRUE	V19666	CLINICAL LABORATORY SERVICES	4/7/2009	9163700911	ANALYZER IMMUNOASSAY	NONE	BIO-RAD LABORATORIES	EVOLIS	NON HIGH RISK
TRUE	V22965	CENTRAL SERVICES AND SUPPLIES		F1022	AIR CLEANER MOBILE	NONE	ABATEMENT TECHNOLOGIES	HC80DF	NON HIGH RISK
TRUE	V22985	RADIOLOGY DIAGNOSTIC		36970925725	COMPUTERS AND PERIPHERALS	NONE	DELL COMPUTERS	OPTIPLEX GX1	NON HIGH RISK
TRUE	V19412	SURGERY AND RECOVERY SERVICES	4/22/2001	6904-407060	CAMERA, MICROSCOPE	DOHENY	CARL ZEISS SURGICAL INC.	MEDILIVE 3	NONE
TRUE	V19387	SURGERY AND RECOVERY SERVICES	3/6/2008	TL-031908.03	INFUSION PUMP SYRINGE	DOHENY	BAXTER HEALTHCARE LTD.	INFUS OR	NON HIGH RISK
TRUE	V19617	CENTRAL SERVICES AND SUPPLIES	2/11/2009	H90889	HYPOTHERMIA UNIT	NONE	GAYMAR INDUSTRIES INC	TP650C	NON HIGH RISK
TRUE	V22929	BIOMEDICAL ENGINEERING		A13739-EQ2-2	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V22959	PHARMACY		1207769	REFRIGERATOR LABORATORY	NONE	SANYO	SR368S	NON HIGH RISK
TRUE	V19669	CLINICAL LABORATORY SERVICES	4/6/2009	1912	INCUBATOR LABORATORY	NONE	FAIRWAY MEDICAL TECHNOLOGIES	120	NON HIGH RISK
TRUE	V19673	CLINICAL LABORATORY SERVICES	4/1/2002	4A91317647	REFRIGERATOR	NONE	KENMORE, INC.	253.64192401	NONE
TRUE	V19739	RENAL DIALYSIS	10/28/2009	9P142430	HEMODIALYSIS UNIT	NONE	FRESENIUS MEDICAL NORTH AMERICA	2008K2	NON HIGH RISK
TRUE	V19683	CARDIAC CATHETERIZATION SERVICES	5/14/2001	SA04605-KS	CIRCULATORY ASSIST UNIT, INTRA-AORTIC BALLOON	NONE	DATASCOPE CORP.	CS300	CRITICAL - LIFE SUPPORT
TRUE	V19573	GASTROINTESTINAL SERVICES	2/21/2008	187806-079	WASHER/DISINFECTOR ENDOSCOPE DUAL ADVANCED	NONE	MediVators	DSD-201	NON HIGH RISK
TRUE	V22956	OTHER MEDICAL/SURGICAL ACUTE		CE1005695R	PACEMAKER EXTERNAL	NONE	MEDTRONIC NAVIGATION INC	5375	CRITICAL - LIFE SUPPORT
TRUE	V19667	CLINICAL LABORATORY SERVICES	4/7/2009	1CXD6076	ANALYZER IMMUNOASSAY	NONE	BIO-RAD LABORATORIES	PR-2100	NON HIGH RISK
TRUE	V19655	CARDIAC CATHETERIZATION SERVICES		NSNV19655	REFRIGERATOR	NONE	SUMMIT APPLIANCES	FFAR-2L	NONE
TRUE	V19776	OTHER MEDICAL/SURGICAL ACUTE	1/28/2010	56009703YA	MONITOR LCD	NONE	NEC CORP OF AMERICA INC	MULTISYNC LCD1980SXI	NON HIGH RISK
TRUE	V23299	EDUCATION ADMINISTRATIVE OFFICE		A0025867	TESTER ECG	NONE	SYMBIO	CODE SIMULATOR CS1201	NON HIGH RISK
TRUE	VT4888	CARDIAC CATHETERIZATION SERVICES		ST4984	RADIOFREQUENCY THERAPY SYSTEM, TISSUE ABLATION, CARDIAC	NONE	BIOSENSE WEBSTER, INC.	STOCKERT 70	NONE
TRUE	V19734	CANCER TREATMENT CENTER		NSNSVMC0081	TABLE EXAM TREATMENT	NONE	HAMILTON MEDICAL, INC.	E	NON HIGH RISK
TRUE	V19672	CLINICAL LABORATORY SERVICES	4/1/2009	WA90801031	REFRIGERATOR	NONE	ELECTROLUX	FRUI7G4JW14	NONE
TRUE	V21761	ASIAN PACIFIC LIVER CENTER		NSN30043975	TABLE EXAM TREATMENT	NONE	MIDMARK CORP.	104	NON HIGH RISK
TRUE	V19766	CARDIAC CATHETERIZATION SERVICES	12/28/2009	T033328	MONITOR SPO2	NONE	MASIMO CORPORATION	RADICAL-7	NON HIGH RISK
TRUE	V21763	JOINT REPLACEMENT INSTITUTE		NSN30043987	SCALE PATIENT	NONE	HEALTHOMETER, INC.	FLOOR SCALE	NON HIGH RISK
TRUE	V19787	GASTROINTESTINAL SERVICES	10/5/2005	QT711EV-05J-0903	TABLE, IMAGING, RADIOGRAPHIC	NONE	QUANTUM MEDICAL IMAGING, LLC	QT-711-EV	NONE
TRUE	V21756	ASIAN PACIFIC LIVER CENTER		NSN30043982	TABLE EXAM TREATMENT	NONE	RITTER	204	NON HIGH RISK
TRUE	V21760	ASIAN PACIFIC LIVER CENTER		NSN30043976	TABLE EXAM TREATMENT	NONE	RITTER	204-001	NON HIGH RISK
TRUE	V21762	ASIAN PACIFIC LIVER CENTER		NSN30043973	TABLE EXAM TREATMENT	NONE	RITTER	204	NON HIGH RISK
TRUE	V21772	CLINICAL LABORATORY SERVICES		0746-4208	UPS	NONE	ONEAC CORP	ON2000A-SN	NON HIGH RISK
TRUE	V21758	ASIAN PACIFIC LIVER CENTER		FK2856	LIGHT SOURCE, FIBEROPTIC	NONE	ACMI	ALU-2B	NON HIGH RISK
TRUE	V21770	GASTROINTESTINAL SERVICES		2216	ELECTROSURGICAL UNIT	NONE	MICROVASIVE	ENDOSTAT II	NON HIGH RISK
TRUE	V19780	BIOMEDICAL ENGINEERING	1/10/2010	AC09I004438	BATTERY CHARGER	NONE	ZOLL MEDICAL	SUREPOWER	NON HIGH RISK
TRUE	V23354	RECOVERY ROOM SERVICE		7183083	MODULE TCPO2/CO2	NONE	GE HEALTHCARE	E-MINIC-00	NON HIGH RISK
TRUE	V217772	CLINICAL LABORATORY SERVICES		NSNV217772	UPS	NONE	ONEAC CORP	ON2000A-SN	NON HIGH RISK
TRUE	V23352	EMERGENCY SERVICES		DYAPQ016	ULTRASOUND POINT OF CARE	NONE	BARD MEDICAL DIV C R BARD INC	Prevue	NON HIGH RISK
TRUE	V23330	ASIAN PACIFIC LIVER CENTER		A515095	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V23303	SURGERY AND RECOVERY SERVICES			WARMER BLOOD SOLUTION	DOHENY	LEVEL 1	HL-90	NON HIGH RISK
TRUE	V19738	CANCER TREATMENT CENTER		1780152061123	SCALE PATIENT	NONE	SECA	780	NON HIGH RISK
TRUE	V21766	GASTROINTESTINAL SERVICES		7227S63	LIGHT SOURCE, FIBEROPTIC	NONE	OLYMPUS AMERICA, INC.	CLV-160	NON HIGH RISK
TRUE	V19742	RENAL DIALYSIS		1276904	WATER PURIFICATION REVERSE OSMOSIS	NONE	Mar Cor Purification	MILLENIUM	NON HIGH RISK
TRUE	V19744	RENAL DIALYSIS		1276919	WATER PURIFICATION REVERSE OSMOSIS	NONE	Mar Cor Purification	MILLENIUM	NON HIGH RISK

TRUE	V21769	GASTROINTESTINAL SERVICES		7113034	LIGHT SOURCE, FIBEROPTIC	NONE	OLYMPUS AMERICA, INC.	EVIS EXERA II CLV-180	NON HIGH RISK
TRUE	V21793	CARDIOLOGY SERVICES		E1DJ0501G	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 3000	NON HIGH RISK
TRUE	V23289	RENAL DIALYSIS		1002855	WATER PURIFICATION REVERSE OSMOSIS	NONE	LAUER MEMBRAN WASSERTECHNIK GMBH	AQUABOSS	NON HIGH RISK
TRUE	V19731	CANCER TREATMENT CENTER		NSNSVMC0078	TABLE EXAM TREATMENT	NONE	RITTER	100	NON HIGH RISK
TRUE	V19733	CANCER TREATMENT CENTER		NSNSVMC0080	TABLE EXAM TREATMENT	NONE	RITTER	100	NON HIGH RISK
TRUE	V23288	CENTRAL SERVICES AND SUPPLIES		I90208	HYPOTHERMIA UNIT	NONE	GAYMAR INDUSTRIES INC	TP650C	NON HIGH RISK
TRUE	V23298	CENTRAL SERVICES AND SUPPLIES		311064	STERILIZATION PROCESS INDICATOR, BIOLOGICAL	NONE	3M HEALTHCARE	390	NON HIGH RISK
TRUE	V23302	RADIOLOGY DIAGNOSTIC		DYAUAC058	ULTRASOUND POINT OF CARE	NONE	BARD MEDICAL DIV C R BARD INC	Site Rite 8	NON HIGH RISK
TRUE	V23308	CENTRAL SERVICES AND SUPPLIES		D40E28	HYPOTHERMIA UNIT	NONE	GAYMAR INDUSTRIES INC	TP500C	NON HIGH RISK
TRUE	V21764	JOINT REPLACEMENT INSTITUTE		NSN30043985	TABLE EXAM TREATMENT	NONE	RITTER	222	NON HIGH RISK
TRUE	V21765	GASTROINTESTINAL SERVICES		7000953	LIGHT SOURCE, FIBEROPTIC	NONE	OLYMPUS AMERICA, INC.	CLV-S20	NON HIGH RISK
TRUE	V21768	GASTROINTESTINAL SERVICES		7104206	IMAGE PROCESSOR ENDOSCOPIC	NONE	OLYMPUS AMERICA, INC.	EVIS EXERA II CV180	NON HIGH RISK
TRUE	V23059	ASIAN PACIFIC LIVER CENTER		V23059*	THERMOMETER INFRARED	NONE	BRAUN THERMOSCAN	6014	NON HIGH RISK
TRUE	V21759	ASIAN PACIFIC LIVER CENTER		NSN30043979	TABLE EXAM TREATMENT	NONE	HAUSMANN INDUSTRIES INC	1440	NON HIGH RISK
TRUE	V23353	OBSERVATION CARE		02172588	THERMOMETER	NONE	WELCH ALLYN INC	SURETEMP 678	NON HIGH RISK
TRUE	V23357	OCCUPATIONAL THERAPY		70363	DYNAMOMETER, SQUEEZE	NONE	JAMAR	HAND DYNO	NONE
TRUE	V23073	CARDIAC CATHETERIZATION SERVICES		41840268	CABLE, CONNECTOR, ULTRASOUND	NONE	ACUSON CORP A SIEMENS CO	SWIFTLINK DL260	NONE
TRUE	V21830	CENTRAL SERVICES AND SUPPLIES		430296156	ULTRASONIC CLEANER	NONE	AMSCO	SC1224CD	NON HIGH RISK
TRUE	V21833	CANCER TREATMENT CENTER		NSNSVMC0085	OPHTHALMOSCOPE/OTOSCOPE	NONE	WELCH ALLYN INC	767	NON HIGH RISK
TRUE	V21800	RESPIRATORY THERAPY		3510070974	VENTILATOR	NONE	Nellcor Puritan Bennett	840	CRITICAL - LIFE SUPPORT
TRUE	V19809	GASTROINTESTINAL SERVICES	4/19/2010	5031	ELECTROSURGICAL UNIT	NONE	BOSTON SCIENTIFIC CORP	ENDOSTAT III	NON HIGH RISK
TRUE	V21850	CANCER TREATMENT CENTER		7311	RADIATION SURVEY METER, GEIGER-MULLER	NONE	LUDLUM MEASUREMENTS INC	TBM-35R-D	NON HIGH RISK
TRUE	V23372	BIOMEDICAL ENGINEERING		53161060	TESTER MULTIMETER	NONE	FLUKE BIOMEDICAL	79 Series II multimeter	NON HIGH RISK
TRUE	V23349	PHYSICAL THERAPY		11987	ULTRASOUND THERAPEUTIC	NONE	CHATTANOOGA CORP	6000	NON HIGH RISK
TRUE	V21794	BLOOD BANK		1819-EQ2-2	PACKAGE SEALERS	NONE	SEBRA	1090	NONE
TRUE	V23374	EMERGENCY SERVICES		03VN92	ULTRASONIC CLEANER	NONE	SONOSITE INC	L25x\13-6 MHz	NON HIGH RISK
TRUE	V23373	EMERGENCY SERVICES		03VNCJ	ULTRASOUND TRANSDUCER	NONE	SONOSITE INC	P21x/5-1 MHz	NON HIGH RISK
TRUE	V23381	PHYSICAL THERAPY		11953	ULTRASOUND THERAPEUTIC	NONE	CHATTANOOGA CORP	6000	NON HIGH RISK
TRUE	V21829	MEDICAL ACUTE		E0589420	NURSE CALL SYSTEM	NONE	EXECUTONE	NURSE CALL	NON HIGH RISK
TRUE	V23074	CARDIAC CATHETERIZATION SERVICES		20518101	ULTRASOUND TRANSDUCER	NONE	ACUSON CORP A SIEMENS CO	3V2C PROBE	NON HIGH RISK
TRUE	V23362	EMERGENCY SERVICES		A573657	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V21828	SURGERY AND RECOVERY SERVICES		A141403-EQ2-2	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V21836	CANCER TREATMENT CENTER		9246	RADIOTHERAPY BEAM BLOCK SHAPING SYSTEM	NONE	MED-TECH INC.	MT-VL1	NONE
TRUE	V19783	SURGERY AND RECOVERY SERVICES	2/18/2010	90900456	REFRIGERATOR	DOHENY	SUMMIT INDUSTRIES	FF41R	NONE
TRUE	V21796	SURGERY AND RECOVERY SERVICES		H3EH3810G	MONITOR PATIENT	DOHENY	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V22181	SURGERY AND RECOVERY SERVICES		12234	VIDEO, CAMERA	DOHENY	SONY ELECTRONICS / MEDICAL SYSTEMS	DXC-960MD	NONE
TRUE	V23306	CARDIAC CATHETERIZATION SERVICES		DJH018425P	PACEMAKER EXTERNAL	NONE	MEDTRONIC INC.	5392	CRITICAL - LIFE SUPPORT
TRUE	V23309	CARDIAC CATHETERIZATION SERVICES		AN030735000363	MONITOR LCD	NONE	PHILIPS MEDICAL SYSTEMS	DTM19C	NON HIGH RISK
TRUE	V21840	COMPUTED TOMOGRAPHIC SCANNER		FCUJ10406	INJECTOR, CONTRAST MEDIA	NONE	FLOWCARDIA INC.	FLOWMATE	NONE
TRUE	V21844	CANCER TREATMENT CENTER		5221021	DOSIMETER, RADIATION	NONE	SUN NUCLEAR CORPORATION	1170	NON HIGH RISK
TRUE	V23395	CARDIAC CATHETERIZATION SERVICES		7206032	MODULE TCPO2/CO2	NONE	GE HEALTHCARE	E-MINIC-00	NON HIGH RISK
TRUE	V23396	CARDIAC CATHETERIZATION SERVICES		7206798	MODULE TCPO2/CO2	NONE	GE HEALTHCARE	E-MINIC-00	NON HIGH RISK
TRUE	V23423	CENTRAL SERVICES AND SUPPLIES		F3253C	AIR CLEANER MOBILE	NONE	ABATEMENT TECHNOLOGIES	HC800F	NON HIGH RISK
TRUE	V23368	PHYSICAL THERAPY		MT2014110544	TABLE EXAM TREATMENT	NONE	METRON MEDICAL	T871BNT9009	NON HIGH RISK
TRUE	V23369	PHYSICAL THERAPY		0413871843	TABLE EXAM TREATMENT	NONE	METRON MEDICAL	T871BW	NON HIGH RISK
TRUE	V21863	CLINICAL LABORATORY SERVICES		BSK09345855	REFRIGERATOR	NONE	ROPER	RT14HDXJW00	NONE
TRUE	V23397	CARDIAC CATHETERIZATION SERVICES		E0376007	NURSE CALL SYSTEM	NONE	EXECUTONE	36750-1	NON HIGH RISK
TRUE	V21912	RESPIRATORY THERAPY		VS3001878	VENTILATOR	NONE	PHILIPS RESPIRONICS	ESPRIT V1000	CRITICAL - LIFE SUPPORT
TRUE	V23401	GASTROINTESTINAL SERVICES		55WPB26	MONITOR LCD	NONE	IBM CORP.	6734-ACD	NON HIGH RISK
TRUE	V23402	GASTROINTESTINAL SERVICES		VLHV387	MONITOR LCD	NONE	Lenovo	9419-HC2	NON HIGH RISK
TRUE	V21852	CANCER TREATMENT CENTER		215272	POSITIONING AID, RADIOGRAPHIC/RADIOTHERAPEUTIC	NONE	LAP OF AMERICA LASER APPLICATIONS, LC	RED DORADO	NONE
TRUE	V21859	CLINICAL LABORATORY SERVICES		224280	ANALYZER URINE	NONE	BAYER HEALTH CARE	CLINITEK STATUS +	NON HIGH RISK
TRUE	V23436	BIOMEDICAL ENGINEERING		2-434176	MIXER	NONE	SCIENTIFIC INDUSTRIES, INC.	G560 Vortex Genie 2	NONE
TRUE	V21939	PHYSICAL THERAPY		0152T07886	ERGOMETER, BICYCLE	NONE	SCHWINN	920I	NON HIGH RISK
TRUE	V21933	PHYSICAL THERAPY		41926	SCD	NONE	CHATTANOOGA CORP	PRESSSION 4328	NON HIGH RISK
TRUE	V21940	PHYSICAL THERAPY		970-007098	EXERCISER	NONE	SCIFIT	SXT7000	NON HIGH RISK
TRUE	V23447	TRANSITIONAL INPATIENT CARE		BP002419	ULTRASOUND POINT OF CARE	NONE	VERATHON MEDICAL	Prime	NON HIGH RISK
TRUE	V23457	GASTROINTESTINAL SERVICES		2105153	COLONOSCOPE, VIDEO	NONE	OLYMPUS AMERICA, INC.	CF-H180AL	NONE
TRUE	V21946	PHYSICAL THERAPY		AV 4477	STIMULATOR NEUROMUSCULAR	NONE	MYOTRAC	SA4000P	NON HIGH RISK
TRUE	V23459	GASTROINTESTINAL SERVICES		2703676	COLONOSCOPE, VIDEO	NONE	OLYMPUS AMERICA, INC.	CF-H180AL	NONE
TRUE	V23460	GASTROINTESTINAL SERVICES		2102135	GASTROSCOPE, FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	GIF-Q160	NON HIGH RISK
TRUE	V23463	GASTROINTESTINAL SERVICES		2105144	COLONOSCOPE, VIDEO	NONE	OLYMPUS AMERICA, INC.	CF-H180AL	NONE
TRUE	V23464	GASTROINTESTINAL SERVICES		2801918	ENDOSCOPE FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	JF-1T20	NON HIGH RISK
TRUE	V23461	GASTROINTESTINAL SERVICES		2706088	COLONOSCOPE, VIDEO	NONE	OLYMPUS AMERICA, INC.	PCF-Q180AL	NONE
TRUE	V23468	GASTROINTESTINAL SERVICES		2111228	COLONOSCOPE, VIDEO	NONE	OLYMPUS AMERICA, INC.	PCF-160AL	NONE
TRUE	V21862	CLINICAL LABORATORY SERVICES		SL41364	HOODS, ISOLATION, LAMINAR AIR FLOW	NONE	THE BAKER COMPANY	SG-400	NONE
TRUE	V23400	NUCLEAR MEDICINE		313625	RADIATION DETECTION, GEIGER COUNTER/SURVEY METER	NONE	LUDLUM MEASUREMENTS INC	14C	NONE
TRUE	V21839	CANCER TREATMENT CENTER		NSN30043511	LIGHT, EXAMINATION	NONE	GRAHAM-FIELD HEALTH PRODUCTS	GOOSENECK	NONE
TRUE	V21858	CLINICAL LABORATORY SERVICES		1287	COMPRESSOR, PRESSURE/VACUUM	NONE	GAST MANUFACTURING	DOA-V141-AA	NONE

TRUE	V23408	EMERGENCY SERVICES		A9075	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V23466	GASTROINTESTINAL SERVICES		2703767	COLONOSCOPE, VIDEO	NONE	OLYMPUS AMERICA, INC.	CF-H180AL	NONE
TRUE	V23467	GASTROINTESTINAL SERVICES		2704031	GASTROSCOPE, FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	GIF-H180	NON HIGH RISK
TRUE	V21835	CANCER TREATMENT CENTER		NSNSVMC0086	SPHYGMOMANOMETER, ANEROID	NONE	WELCH ALLYN INC	7670-01	NONE
TRUE	V21849	CANCER TREATMENT CENTER		6208	RADIATION SURVEY METER, IONIZATION CHAMBER	NONE	INOVISION RADIATION MEASURE	451B	NONE
TRUE	V23437	CARDIAC CATHETERIZATION SERVICES		039KTC	ULTRASONIC CLEANER	NONE	SONOSITE INC	L38e/10-5	NON HIGH RISK
TRUE	V23438	CARDIAC CATHETERIZATION SERVICES		039GY8	ULTRASOUND TRANSDUCER	NONE	SONOSITE INC	C60e/5-2	NON HIGH RISK
TRUE	V10555	CLINICAL LABORATORY SERVICES	2/15/1999	EA3822719	REFRIGERATOR	NONE	WHIRLPOOL	ET18NKX	NONE
TRUE	V21868	BLOOD BANK		16326	CENTRIFUGE CELL WASHING	NONE	DADE BEHRING	DAC II	NON HIGH RISK
TRUE	V21944	PHYSICAL THERAPY		NSN30042833	DYNAMOMETER, SQUEEZE	NONE	JAMAR	HAND DYNO	NONE
TRUE	V21936	PHYSICAL THERAPY		NSN30042823	EXERCISER	NONE	THERAPY SYSTEMS INC	EXERCISER	NON HIGH RISK
TRUE	V21945	PHYSICAL THERAPY		1961	STIMULATOR, ELECTRICAL, PERIPHERAL NERVE	NONE	NEUROMEDICS	MYO-STIM	NONE
TRUE	V21947	PHYSICAL THERAPY		Q1405II	ANALYZER BODY COMPOSITION	NONE	RJL SYSTEMS INC	QUANTUM II	NON HIGH RISK
TRUE	V21857	CLINICAL LABORATORY SERVICES		SL41424V	HOODS, ISOLATION, LAMINAR AIR FLOW	NONE	THE BAKER COMPANY	SG-600	NONE
TRUE	V17358	CARDIOLOGY SERVICES		NSNV17358	SCALE PATIENT	NONE	HEALTHOMETER, INC.	400FTA	NON HIGH RISK
TRUE	V23435	ASIAN PACIFIC LIVER CENTER		60261622	ULTRASOUND TRANSDUCER TRANSVAGINAL	NONE	SIEMENS MEDICAL	EC9-4	NON HIGH RISK
TRUE	V21927	TRANSITIONAL INPATIENT CARE		A142255	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V21949	PHYSICAL THERAPY		103001051712	MONITOR NIBP	NONE	WELCH ALLYN INC	CONNEX - VSM-6000	NON HIGH RISK
TRUE	V23414	BIOMEDICAL ENGINEERING		9738AY05M617900098	UPS	NONE	TRIPP-LITE	SMART1200XLHG	NON HIGH RISK
TRUE	V19000	OBSERVATION CARE		SBG06151472GA	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 3000	NON HIGH RISK
TRUE	V19001	OBSERVATION CARE	5/10/2006	SBG06151471GA	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 3000	NON HIGH RISK
TRUE	V19004	OBSERVATION CARE	5/10/2006	SBG06151611GA	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 3000	NON HIGH RISK
TRUE	V21926	TRANSITIONAL INPATIENT CARE		KPX15200.0	SCALE PATIENT	NONE	ARJOHUNTLEIGH A GETINGE GROUP CO	OPERA	NON HIGH RISK
TRUE	V21941	PHYSICAL THERAPY		F2FTXX050489	EXERCISER	NONE	NAUTILUS HEALTH AND FITNESS	F2FT	NON HIGH RISK
TRUE	V21571	OTHER MEDICAL/SURGICAL ACUTE		611110036	NEBULIZER, HEATED	NONE	HUDSON RESPIRATORY CARE, INC.	AQUATHERM III (050-14)	NON HIGH RISK
TRUE	V18033	BIOMEDICAL ENGINEERING	3/1/2004	1310B73144	SCALE PATIENT	NONE	DETECTO SCALE / DIV CARDINAL SCALE	502KL	NON HIGH RISK
TRUE	V17398	CARDIAC CATHETERIZATION SERVICES	10/1/2003	0328-1452	UPS	NONE	ONEAC CORP	ONM300	NON HIGH RISK
TRUE	V19014	RECOVERY ROOM SERVICE	4/3/2006	133619	DOPPLER, ULTRASONIC, DIAGNOSTIC	NONE	IMEX MEDICAL SYSTEMS	POCKET DOP II VASCULAR	NONE
TRUE	V08069	EDUCATION ADMINISTRATIVE OFFICE	5/11/1999		RADIO INTERFACE	NONE	BOGEN COMMUNICATIONS INC	TP-50A	NONE
TRUE	V23476	GASTROINTESTINAL SERVICES		2102490	GASTROSCOPE, FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	GIF-1TQ160	NON HIGH RISK
TRUE	V23286	SURGERY AND RECOVERY SERVICES		ARYF-0042	ANESTHESIA VAPORIZER	DOHENY	DRAEGER MEDICAL INC	VAPOR 2000-SEVO	NON HIGH RISK
TRUE	V19630	SURGERY AND RECOVERY SERVICES	1/3/1998	04135970628	LIGHT SURGICAL	DOHENY	STERIS CORP.	SQ240	NON HIGH RISK
TRUE	V19050	CENTRAL SERVICES AND SUPPLIES	2/2/2007	704300823	BATTERY CHARGER	NONE	STRYKER MEDICAL	SYSTEM 6 BATTERY CHARGER	NON HIGH RISK
TRUE	V19051	CENTRAL SERVICES AND SUPPLIES	2/2/2007	704300853	BATTERY CHARGER	NONE	STRYKER MEDICAL	SYSTEM 6 BATTERY CHARGER	NON HIGH RISK
TRUE	V23482	GASTROINTESTINAL SERVICES		2428043	COLONOSCOPE, VIDEO	NONE	OLYMPUS AMERICA, INC.	CF-Q160AL	NONE
TRUE	V23483	GASTROINTESTINAL SERVICES		2914625	ENDOSCOPE FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	CF-140L	NON HIGH RISK
TRUE	V21935	PHYSICAL THERAPY		P530801788	TREADMILL	NONE	UNISEN,INC	5531-SUSAP0	NONE
TRUE	V21934	PHYSICAL THERAPY		PR70317120	EXERCISER, BICYCLE	NONE	UNISEN,INC	9-6430-SINTPO	NON HIGH RISK
TRUE	V23474	GASTROINTESTINAL SERVICES		2701804	DUODENOSCOPE	NONE	OLYMPUS AMERICA, INC.	TJF-160VF	NONE
TRUE	V23480	GASTROINTESTINAL SERVICES		2225935	COLONOSCOPE, VIDEO	NONE	OLYMPUS AMERICA, INC.	PCF-160AL	NONE
TRUE	V23484	GASTROINTESTINAL SERVICES		2800066	ENDOSCOPE FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	BF-1T20D	NON HIGH RISK
TRUE	V21560	SURGERY AND RECOVERY SERVICES		3252	STIMULATOR NEUROMUSCULAR	DOHENY	XOMED SURGICAL PRODUCTS	MONITOR 2	NON HIGH RISK
TRUE	V10708	MEDICAL/SURGICAL INTENSIVE CARE	4/12/1999	C9ST9525G	MODULE RACK	DOHENY	GE HEALTHCARE	TRAM-RAC 4A	NON HIGH RISK
TRUE	V19011	SURGERY AND RECOVERY SERVICES	6/16/2005	5046207003	DRILL BONE	DOHENY	Anspach	E-MAX 2	NON HIGH RISK
TRUE	V19019	SURGERY AND RECOVERY SERVICES	6/29/2006	OR17008C30	LASER, DIODE	DOHENY	IRIDEX CORP	OCULIGHT OR	NONE
TRUE	V21561	SURGERY AND RECOVERY SERVICES		4438	STIMULATOR NEUROMUSCULAR	DOHENY	XOMED SURGICAL PRODUCTS	MONITOR 2	NON HIGH RISK
TRUE	V23478	GASTROINTESTINAL SERVICES		2002572	ENDOSCOPE FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	BF-P20D	NON HIGH RISK
TRUE	V23488	GASTROINTESTINAL SERVICES		2237126	ENDOSCOPE FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	GIF-100	NON HIGH RISK
TRUE	V21567	CENTRAL SERVICES AND SUPPLIES		505750	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V23492	GASTROINTESTINAL SERVICES		2700247	ENDOSCOPE FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	GIF-XT30	NON HIGH RISK
TRUE	V23487	GASTROINTESTINAL SERVICES		2802898	ENDOSCOPE FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	GIF-X020	NON HIGH RISK
TRUE	V23489	GASTROINTESTINAL SERVICES		2620635	ENDOSCOPE FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	PCF-130L	NON HIGH RISK
TRUE	VT4641	CENTRAL SERVICES AND SUPPLIES		VFUR10220	ASPIRATOR	NONE	KCI MEDICAL	FREEDOM	NON HIGH RISK
TRUE	V23486	GASTROINTESTINAL SERVICES		2510744	ENDOSCOPE FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	JF-130	NON HIGH RISK
TRUE	V19047	RESPIRATORY THERAPY		316398	PERCUSSOR	NONE	GENERAL PHYSIOTHERAPY INC	FLIMM FIGHTER	NON HIGH RISK
TRUE	V23491	GASTROINTESTINAL SERVICES		2401854	ENDOSCOPE FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	BF-1T30	NON HIGH RISK
TRUE	V23493	GASTROINTESTINAL SERVICES		280012	ENDOSCOPE FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	BF-P20D	NON HIGH RISK
TRUE	VT4562	SURGERY AND RECOVERY SERVICES		1NR3-0489	MONITOR, BEDIDE, NEUROLOGY, ELECTROMYOGRAPHIC	DOHENY	MEDTRONIC INC.	NIM RESPONSE 3.0	NONE
TRUE	VT4640	SURGERY AND RECOVERY SERVICES		S174885	MODULE, ANESTHETIC GAS	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	M-CAIOV-03	NON HIGH RISK
TRUE	V21176	CARDIOLOGY CLINIC		CE1005702R	PACEMAKER EXTERNAL	NONE	MEDTRONIC NAVIGATION INC	5375	CRITICAL - LIFE SUPPORT
TRUE	V10575	OBSERVATION CARE		B9LM6962FX	ELECTROCARDIOGRAPH	NONE	GE HEALTHCARE	MAC 8	NON HIGH RISK
TRUE	V21183	CARDIAC CATHETERIZATION SERVICES		PEP002476P	PACEMAKER EXTERNAL	NONE	MEDTRONIC INC.	5348	CRITICAL - LIFE SUPPORT
TRUE	V16254	CENTRAL SERVICES AND SUPPLIES		RLA0401445390	ULTRASONIC CLEANER	NONE	BRANSON INSTRUMENTS INC	251OR-M11	NON HIGH RISK
TRUE	V19062	RESPIRATORY THERAPY	3/14/2007	101966	POSITIVE AIRWAY PRESSURE UNIT, CONTINUOUS	NONE	PHILIPS RESPIRONICS	BIPAP VISION	NONE
TRUE	V23499	CLINICAL LABORATORY SERVICES		5011003R-1640010	UPS	NONE	POWERVAR, INC.	50110-03R	NON HIGH RISK
TRUE	V10827	EDUCATION ADMINISTRATIVE OFFICE	5/11/1999	C-57102	OVERHEAD PROJECTOR	NONE	BUHL ELECTRIC	80	NONE
TRUE	V21182	CARDIAC CATHETERIZATION SERVICES		CE1002771P	PACEMAKER EXTERNAL	NONE	MEDTRONIC NAVIGATION INC	5375	CRITICAL - LIFE SUPPORT
TRUE	V19168	SURGERY AND RECOVERY SERVICES	4/19/2006	FB28843	STIRRERS	NONE	BAXTER HEALTHCARE LTD.	FIBRINOTHERM	NONE
TRUE	V5395	CLINICAL LABORATORY SERVICES	4/16/1990	46130	REFRIGERATOR LABORATORY	NONE	UTILITY REFRIGERATOR CO.	R2SLLG60UL	NON HIGH RISK

TRUE	V21177	CARDIOLOGY SERVICES		MOMP3954MX	ELECTROCARDIOGRAPH	NONE	GE HEALTHCARE	MAC 5000	NON HIGH RISK
TRUE	V23498	TRANSITIONAL INPATIENT CARE		0413612006	TABLE EXAM TREATMENT	NONE	METRON MEDICAL	T6120W	NON HIGH RISK
TRUE	V23502	CLINICAL LABORATORY SERVICES		IR45031606	ANALYZER HEMATOLOGY	NONE	SIEMENS MEDICAL	ADVIA 2120i	NON HIGH RISK
TRUE	V21213	CARDIOLOGY SERVICES		9Z301601UA-EQ2-2	MONITOR LCD	NONE	NEC CORP OF AMERICA INC	MULTISYNC LCD2090UXI	NON HIGH RISK
TRUE	V1489	BIOMEDICAL ENGINEERING		KN2150065	MONITOR LCD	NONE	BIO-SAFE AMERICA CORP.	TR930	NON HIGH RISK
TRUE	V1495	BIOMEDICAL ENGINEERING		KN2150668	MONITOR LCD	NONE	BIO-SAFE AMERICA CORP.	TR930	NON HIGH RISK
TRUE	V2088	BIOMEDICAL ENGINEERING		KD3410492	MONITOR LCD	NONE	BIO-SAFE AMERICA CORP.	TR930	NON HIGH RISK
TRUE	V21564	MEDICAL/SURGICAL INTENSIVE CARE		CN-DRNMH6-74445-01M-B	MONITOR LCD	DOHENY	DELL COMPUTERS	1907FPt	NON HIGH RISK
TRUE	V19017	SURGERY AND RECOVERY SERVICES	6/14/2006	NR-IP0004	MONITOR, BEDIDE, NEUROLOGY, ELECTROMYOGRAPHIC	DOHENY	MEDTRONIC INC.	NIM RESPONSE 2.0	NONE
TRUE	V21208	SURGERY AND RECOVERY SERVICES		6001119876550	TABLE OPERATING	DOHENY	SKYTRON DIV THE KMW GROUP	ELITE 6001	NON HIGH RISK
TRUE	V21218	OTHER MEDICAL/SURGICAL ACUTE		RPV04471748GA	PRINTER	NONE	GE HEALTHCARE	PRN 50-M	NON HIGH RISK
TRUE	V23420	SURGERY AND RECOVERY SERVICES			SWITCH/HUBS/BRIDGES/ROUTERS, NETWORK	DOHENY	AMX	NXP-TPI/4	NONE
TRUE	V23422	SURGERY AND RECOVERY SERVICES		09145319	ULTRASOUND TRANSDUCER	DOHENY	Anspach	9770001	NON HIGH RISK
TRUE	V21203	SURGERY AND RECOVERY SERVICES		Z0190168	MONITOR LCD	DOHENY	ELO TOUCHSYSTEMS, INC.	ET1526L	NON HIGH RISK
TRUE	V05957	EDUCATION ADMINISTRATIVE OFFICE	5/12/1999	C3KL0062	RECORDER, TAPE, VIDEO	NONE	BIO-SAFE AMERICA CORP.	AG-2520-P	NONE
TRUE	V21275	OTHER MEDICAL/SURGICAL ACUTE		55568	SCALE PATIENT	NONE	SCALE-TRONIX INC.	5005	NON HIGH RISK
TRUE	V21180	CARDIAC CATHETERIZATION SERVICES		41010272	MONITOR LCD	NONE	NEC CORP OF AMERICA INC	LCD51V	NON HIGH RISK
TRUE	V21229	TRANSITIONAL INPATIENT CARE		FIR79897	MATTRESS SYSTEM, LOW-AIR-LOSS	NONE	KCI MEDICAL	FIRST STEP SELECT	NON HIGH RISK
TRUE	V21264	RESPIRATORY THERAPY		144-1473-CT	MONITOR SPO2	NONE	NOVAMETRIX MEDICAL SYSTEMS INC	2001	NON HIGH RISK
TRUE	V21222	PHYSICAL THERAPY		19990427003	ASPIRATOR	NONE	Gomco	3040	NON HIGH RISK
TRUE	V21239	TRANSITIONAL INPATIENT CARE		422915	LIFT PATIENT	NONE	LIKO INC	SABINA 2	NON HIGH RISK
TRUE	V21313	JOINT REPLACEMENT INSTITUTE		NSN30043986	TABLE EXAM TREATMENT	NONE	RITTER	222	NON HIGH RISK
TRUE	V21314	JOINT REPLACEMENT INSTITUTE		NSN30043988	TABLE EXAM TREATMENT	NONE	RITTER	222	NON HIGH RISK
TRUE	V21231	TRANSITIONAL INPATIENT CARE		431646	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V21334	BIOMEDICAL ENGINEERING		X05F061374	DEFIBRILLATOR AED	NONE	ZOLL MEDICAL	AED PLUS	NON HIGH RISK
TRUE	V21322	PERIPHERAL VASCULAR LABORATORY		108008PD4	ULTRASOUND TRANSDUCER	NONE	GE HEALTHCARE	I12L	NON HIGH RISK
TRUE	V21329	GASTROINTESTINAL SERVICES		LOC16733L20	ELECTROSURGICAL UNIT	NONE	VALLEYLAB INC.	SSE2L	NON HIGH RISK
TRUE	V21331	CLINICAL LABORATORY SERVICES		37616244	MIXER, CLINICAL LABORATORY	NONE	BARNSTEAD INTERNATIONAL	MAXIMIX 2	NON HIGH RISK
TRUE	V21274	RESPIRATORY THERAPY		01TS01852	PERCUSSOR	NONE	GENERAL PHYSIOTHERAPY INC	FLIMM FIGHTER	NON HIGH RISK
TRUE	V21336	BIOMEDICAL ENGINEERING		110676	TESTER ELECTRICAL SAFETY	NONE	BIO-TEK INSTRUMENTS INC	501PRO	NON HIGH RISK
TRUE	V21338	BIOMEDICAL ENGINEERING		43923	TESTER WATT METER	NONE	BIO-TEK INSTRUMENTS INC	UW-II	NON HIGH RISK
TRUE	V21260	RESPIRATORY THERAPY		VS3001729	VENTILATOR	NONE	PHILIPS RESPIRONICS	ESPRIT V1000	CRITICAL - LIFE SUPPORT
TRUE	V21345	BIOMEDICAL ENGINEERING		138955	TESTER DEFIBRILLATOR	NONE	BIO-TEK INSTRUMENTS INC	QED-6	NON HIGH RISK
TRUE	V21348	CLINICAL LABORATORY SERVICES		0006537-01-00	CENTRIFUGE	NONE	HETTICH INSTRUMENTS LP	ROTOFIX 32A	NON HIGH RISK
TRUE	V21326	NUCLEAR MEDICINE		202583	UPS	NONE	Alpha Technologies	CFR 2500	NON HIGH RISK
TRUE	V21271	RENAL DIALYSIS		1K0S17303	HEMODIALYSIS UNIT	NONE	FRESENIUS MEDICAL NORTH AMERICA	2008K2	NON HIGH RISK
TRUE	V21272	OTHER MEDICAL/SURGICAL ACUTE		5002-0396	SCALE PATIENT	NONE	SCALE-TRONIX INC.	5002	NON HIGH RISK
TRUE	V21281	OTHER MEDICAL/SURGICAL ACUTE		5002-0395	SCALE PATIENT	NONE	SCALE-TRONIX INC.	5002	NON HIGH RISK
TRUE	V21318	ULTRASONOGRAPHY		01R6DB	ULTRASOUND TRANSDUCER	NONE	ATL ULTRASOUND	L7-4 LINEAR ARRAY PROBE	NON HIGH RISK
TRUE	V21330	NUCLEAR MEDICINE		9Z301601UA	MONITOR LCD	NONE	NEC CORP OF AMERICA INC	MULTISYNC LCD2090UXI	NON HIGH RISK
TRUE	V21312	CARDIAC CATHETERIZATION SERVICES		CS4278	FLOWMETER, BLOOD, ULTRASONIC	NONE	MEDASONICS INC.	CARDIOBEAT	NON HIGH RISK
TRUE	V21316	RADIOLOGY DIAGNOSTIC		CB07659	FLOWMETER, BLOOD, ULTRASONIC	NONE	MEDASONICS INC.	CARDIOBEAT	NON HIGH RISK
TRUE	V21317	RADIOLOGY DIAGNOSTIC	6/13/1998	532522WK	DI PORTABLE	NONE	GE HEALTHCARE	AMX 4+	NON HIGH RISK
TRUE	V23099	CLINICAL LABORATORY SERVICES		K0S06751F	REFRIGERATOR LABORATORY	NONE	SO-LOW ENVIRONMENTAL EQUIPMENT CO., INC.	DHF29-23SD	NON HIGH RISK
TRUE	V21323	PERIPHERAL VASCULAR LABORATORY		23208YP2	ULTRASOUND TRANSDUCER	NONE	GE HEALTHCARE	9L	NON HIGH RISK
TRUE	V21328	PERIPHERAL VASCULAR LABORATORY		B91834	ASPIRATOR	NONE	Gomco	789	NON HIGH RISK
TRUE	V23112	PHYSICAL THERAPY		40180/2012J	STIMULATOR NEUROMUSCULAR	NONE	BioMedical Life Systems	QUADSTAR II	NON HIGH RISK
TRUE	V21333	BIOMEDICAL ENGINEERING		H99E05755	BATTERY CHARGER	NONE	ZOLL MEDICAL	1B98	NON HIGH RISK
TRUE	V21346	BIOMEDICAL ENGINEERING		AC11I007602	BATTERY CHARGER	NONE	ZOLL MEDICAL	SUREPOWER	NON HIGH RISK
TRUE	V21347	BIOMEDICAL ENGINEERING		AC11I007610	BATTERY CHARGER	NONE	ZOLL MEDICAL	SUREPOWER	NON HIGH RISK
TRUE	V21349	CANCER TREATMENT CENTER		A013041	RADIATION SURVEY METER, IONIZATION CHAMBER	NONE	STANDARD IMAGING INC	HDR 1000 PLUS	NONE
TRUE	V21205	SURGERY AND RECOVERY SERVICES		NSNV21205	LIGHT SURGICAL	DOHENY	STERIS CORP.	POLARIS	NON HIGH RISK
TRUE	V23126	CLINICAL LABORATORY SERVICES		414292150792	SLIDE STAINER	NONE	BIOMERIEUX VITEK, INC.	PREVI COLOR GRAM	NON HIGH RISK
TRUE	V23097	GASTROINTESTINAL SERVICES		201656	IRRIGATOR	NONE	MediVators	SCOPE BUDDY / ECA 100G	NONE
TRUE	V23079	OBSERVATION CARE		A490970	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V23105	EMERGENCY SERVICES		A492829	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V23107	RECOVERY ROOM SERVICE		A490220	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V21315	JOINT REPLACEMENT INSTITUTE		NSN30043989	TABLE EXAM TREATMENT	NONE	RITTER	222	NON HIGH RISK
TRUE	V23140	RECOVERY ROOM SERVICE		A514621	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V23145	SURGERY AND RECOVERY SERVICES		2501010	TABLE EXAM TREATMENT	NONE	MIDMARK CORP.	4512E	NON HIGH RISK
TRUE	V23147	ASIAN PACIFIC LIVER CENTER		521112-965	CENTRIFUGE	NONE	THE DRUCKER COMPANY	642E QUEST	NON HIGH RISK
TRUE	V23149	ULTRASONOGRAPHY		1010886YM8	ULTRASOUND TRANSDUCER	NONE	GE HEALTHCARE	10L	NON HIGH RISK
TRUE	V00148	RESPIRATORY THERAPY		CEB510824	COMPUTERS AND PERIPHERALS	NONE	CYBERNET	ZPC-9000	NON HIGH RISK
TRUE	VNCS52	TELEMETRY	1/1/1990		HOSPITAL COMMUNICATION SYSTEM, NURSE CALL	NONE	INTER-TEL EXECUTONE	NURSE CALL SYST	NONE
TRUE	V23100	CARDIAC CATHETERIZATION SERVICES		CB11709	FLOWMETER, BLOOD, ULTRASONIC	NONE	MEDASONICS INC.	CARDIOBEAT	NON HIGH RISK
TRUE	V18222	GASTROINTESTINAL SERVICES		11251614	ELECTROSURGICAL UNIT	NONE	ERBE USA INC	VIO 300 D	NON HIGH RISK
TRUE	NURSE CALL PROBL	BIOMEDICAL ENGINEERING	4/18/2008	1945	HOSPITAL COMMUNICATION SYSTEM, NURSE CALL	NONE	INTER-TEL EXECUTONE	1010	NONE
TRUE	V08134	EDUCATION ADMINISTRATIVE OFFICE	1/1/1990	4305071	PROJECTORS, OVERHEAD	NONE	BELL & HOWELL MEDICAL PRODUCTS	3890	NONE
TRUE	V23075	ULTRASONOGRAPHY		104202WP7	ULTRASOUND TRANSDUCER	NONE	GE HEALTHCARE	3.5C	NON HIGH RISK

TRUE	V18375	RESPIRATORY THERAPY		MXLS0909VN	HP COMPAQ COMPUTER	NONE	PHILIPS MEDICAL SYSTEMS	DCS000MT	NONE
TRUE	V00146	RESPIRATORY THERAPY		MY4C13BORX	PRINTER	NONE	PHILIPS MEDICAL SYSTEMS	DESKJET 6122	NON HIGH RISK
TRUE	V22962	OBSERVATION CARE		LHDK056798	PRINTER	NONE	EPSON AMERICA, INC.	PICTURE MATE	NON HIGH RISK
TRUE	V18220	RADIOLOGY DIAGNOSTIC		CB07659	DETECTOR, DOPPLER, FETAL HEART	NONE	COOPERSURGICAL, INC.	MEDASONICS	NONE
TRUE	V18755	CARDIAC CATH SERVICES	12/1/2005	CB06850	DETECTOR, DOPPLER, BLOOD FLOW	NONE	COOPERSURGICAL, INC.	CARDIOBEAT	NONE
TRUE	V18758	CARDIAC CATH SERVICES	12/1/2005	CB06864	DETECTOR, DOPPLER, BLOOD FLOW	NONE	COOPERSURGICAL, INC.	CARDIOBEAT	NONE
TRUE	V00147	RESPIRATORY THERAPY		218000250	PUMP	NONE	MEDICAL GRAPHICS CORPORATION	790705-005	NONE
TRUE	V09323	EDUCATION ADMINISTRATIVE OFFICE	5/11/1999		PROJECTORS, SLIDE	NONE	KODAK HEALTH IMAGING	7010	NONE
TRUE	V18303	SURGERY AND RECOVERY SERVICES		C7GC551	COMPUTERS AND PERIPHERALS	NONE	DELL COMPUTERS	DCTR	NON HIGH RISK
TRUE	V18307	SURGERY AND RECOVERY SERVICES		38GC551	COMPUTERS AND PERIPHERALS	NONE	DELL COMPUTERS	DCTR	NON HIGH RISK
TRUE	V18308	SURGERY AND RECOVERY SERVICES		28GC551	COMPUTERS AND PERIPHERALS	NONE	DELL COMPUTERS	DCTR	NON HIGH RISK
TRUE	V10823	EDUCATION ADMINISTRATIVE OFFICE	5/11/1999		PROJECTORS, SLIDE	NONE	KODAK HEALTH IMAGING	SLIDE PROJECTOR	NONE
TRUE	V19311	RADIOLOGY DIAGNOSTIC	10/3/2007	L991734	ULTRASOUND POINT OF CARE	NONE	GE HEALTHCARE	LOGIQ 9	NON HIGH RISK
TRUE	V00149	RESPIRATORY THERAPY		20030272	EXERCISER, BICYCLE	NONE	LODE MEDICAL TECHNOLOGY	906900	NON HIGH RISK
TRUE	V18292	CLINICAL LABORATORY SERVICES		415700755	THERMOMETER/ HYGROMETER	NONE	CONTROL COMPANY	T2972	NONE
TRUE	V18295	CLINICAL LABORATORY SERVICES		97431168	TIMER	NONE	CONTROL COMPANY	ALLEGIANCE	NON HIGH RISK
TRUE	V00054	SURGERY AND RECOVERY SERVICES		49006819YA	MONITOR LCD	NONE	NEC CORP OF AMERICA INC	LCD1980SXL	NON HIGH RISK
TRUE	V00056	SURGERY AND RECOVERY SERVICES		56009703YA	MONITOR LCD	NONE	NEC CORP OF AMERICA INC	LCD1980SXL	NON HIGH RISK
TRUE	V00043	SURGERY AND RECOVERY SERVICES	1/13/2006	41010272	MONITOR LCD	NONE	NEC CORP OF AMERICA INC	LCD 51V	NON HIGH RISK
TRUE	V00084	OTHER MEDICAL/SURGICAL ACUTE		SAH045204716A	AIS SERVER	NONE	GE HEALTHCARE	AIS SERVER	NONE
TRUE	V00085	OTHER MEDICAL/SURGICAL ACUTE		SAH04410205GA	AIS SERVER	NONE	GE HEALTHCARE	AIS SERVER	NONE
TRUE	V00067	SURGERY AND RECOVERY SERVICES		DSH04450164GA	ELECTROCARDIOGRAPH	NONE	GE HEALTHCARE	4000	NON HIGH RISK
TRUE	V00069	SURGERY AND RECOVERY SERVICES		DSH04521930GA	ELECTROCARDIOGRAPH	NONE	GE HEALTHCARE	4000	NON HIGH RISK
TRUE	V00133	OTHER MEDICAL/SURGICAL ACUTE		RT904532828GA	TELEMETRY TRANSMITTER	NONE	GE HEALTHCARE	APEX PRO	NON HIGH RISK
TRUE	V00072	SURGERY AND RECOVERY SERVICES		OSH04521944GA	ELECTROCARDIOGRAPH	NONE	GE HEALTHCARE	4000	NON HIGH RISK
TRUE	V20575	RECOVERY ROOM SERVICE		H7P65426G	RECORDER, GRAPHIC, PHYSIOLOGIC	NONE	GE HEALTHCARE	7160	NONE
TRUE	V20530	BLOOD BANK		500757	FREEZER, BLOOD PLASMA	NONE	THERMO FORMA, INC.	8097	NONE
TRUE	V23810	CENTRAL SERVICES AND SUPPLIES		630701	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23818	CENTRAL SERVICES AND SUPPLIES		630703	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23862	CENTRAL SERVICES AND SUPPLIES		630705	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23863	CENTRAL SERVICES AND SUPPLIES		630707	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23865	CENTRAL SERVICES AND SUPPLIES		630708	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V20529	BLOOD BANK		1D00847	MICROSCOPE LIGHT OPERATING	NONE	OLYMPUS AMERICA, INC.	CX31	NON HIGH RISK
TRUE	V23861	CENTRAL SERVICES AND SUPPLIES		630710	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23985	CENTRAL SERVICES AND SUPPLIES		630711	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23988	CENTRAL SERVICES AND SUPPLIES		630713	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23982	CENTRAL SERVICES AND SUPPLIES		630714	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23987	CENTRAL SERVICES AND SUPPLIES		630716	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23882	CENTRAL SERVICES AND SUPPLIES		630717	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23881	CENTRAL SERVICES AND SUPPLIES		630719	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V09572	EDUCATION ADMINISTRATIVE OFFICE	5/11/1999	621-62290278	MONITOR CRT	NONE	ZENITH ELECTRONICS CORP	H2058DT	NON HIGH RISK
TRUE	V22835	SURGERY AND RECOVERY SERVICES		3014249	DIGITAL ARCHIVE DEVICE	DOHENY	MEDICAPTURE	MEDICAP USB300	NONE
TRUE	V23106	SURGERY AND RECOVERY SERVICES		A490258	THERMOMETER INFRARED	DOHENY	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V22689	MEDICAL/SURGICAL INTENSIVE CARE		K1RF7896G	MONITOR PATIENT	DOHENY	GE HEALTHCARE	SOLAR 8000M	NON HIGH RISK
TRUE	V22813	SURGERY AND RECOVERY SERVICES		DYYK7034	ULTRASOUND POINT OF CARE	DOHENY	BARD MEDICAL DIV C R BARD INC	SITE RITE 6	NON HIGH RISK
TRUE	V20602	MEDICAL/SURGICAL INTENSIVE CARE		65W09928	MONITOR LCD	DOHENY	PANASONIC CORP OF AMERICA	WV-CM1000	NON HIGH RISK
TRUE	V22675	SURGERY AND RECOVERY SERVICES		NTC60042	CONTROLLER, SURGICAL HANDPIECE	DOHENY	MEDTRONIC INC.	EC300RF (REFURBISHED)	NONE
TRUE	V22834	SURGERY AND RECOVERY SERVICES		410610	CAMERA SYSTEM	DOHENY	PANASONIC CORP OF AMERICA	GP-KH232CS	NON HIGH RISK
TRUE	V20567	CENTRAL SERVICES AND SUPPLIES		3282	ASPIRATOR	NONE	SSCOR INC	40014A	NON HIGH RISK
TRUE	V20572	RECOVERY ROOM SERVICE		H7FB2165G	MONITOR PATIENT	NONE	GE HEALTHCARE	EAGLE 4000	NON HIGH RISK
TRUE	V20533	BLOOD BANK		72762	CENTRIFUGE	NONE	BAXTER HEALTHCARE LTD.	IMMUFUGE II	NON HIGH RISK
TRUE	V20560	RESPIRATORY THERAPY		NSNV20560	MONITOR SPO2	NONE	NOVAMETRIX MEDICAL SYSTEMS INC	2001	NON HIGH RISK
TRUE	V20569	RESPIRATORY THERAPY		144-1455	MONITOR SPO2	NONE	NOVAMETRIX MEDICAL SYSTEMS INC	2001	NON HIGH RISK
TRUE	V23883	CENTRAL SERVICES AND SUPPLIES		630720	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23885	CENTRAL SERVICES AND SUPPLIES		630722	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23814	CENTRAL SERVICES AND SUPPLIES		630723	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V20532	BLOOD BANK		2250793751	HEATING BLOCK	NONE	ORTHO-CLINICAL DIAGNOSTICS INC A JOHNSON & JOHNSON	MTS DG225	NONE
TRUE	V20565	RECOVERY ROOM SERVICE		F3EH1674G	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V20615	CARDIAC CATHETERIZATION SERVICES		NSNV20615	LIGHT SURGICAL	NONE	MAVIG	MACH 130F	NON HIGH RISK
TRUE	V20622	CARDIAC CATHETERIZATION SERVICES		H7KH1753G	PHYSIOLOGICAL MONITORING SYSTEM	NONE	GE HEALTHCARE	CENTRALSCOPE	NONE
TRUE	V20593	RESPIRATORY THERAPY		NSNV20593	MONITOR SPO2	NONE	NOVAMETRIX MEDICAL SYSTEMS INC	2001	NON HIGH RISK
TRUE	V20537	PATHOLOGICAL LABORATORY SERVICES		17957	HOODS, ISOLATION, LAMINAR AIR FLOW	NONE	LABCONCO CORPORATION	69410-02	NONE
TRUE	V20678	ULTRASONOGRAPHY		909931YM8	ULTRASOUND TRANSDUCER	NONE	GE HEALTHCARE	M7C	NON HIGH RISK
TRUE	V20581	RECOVERY ROOM SERVICE		RPV04481765GA	PRINTER	NONE	GE HEALTHCARE	PRN 50	NON HIGH RISK
TRUE	V20620	CARDIAC CATHETERIZATION SERVICES		D0895033	LIGHT SURGICAL	NONE	SKYTRON DIV THE KMW GROUP	INFINITY SERIES	NON HIGH RISK
TRUE	V20681	ULTRASONOGRAPHY		1070298YM3	ULTRASOUND TRANSDUCER	NONE	GE HEALTHCARE	9L	NON HIGH RISK
TRUE	V20684	ULTRASONOGRAPHY		113812WX2	ULTRASOUND TRANSDUCER	NONE	GE HEALTHCARE	4C	NON HIGH RISK
TRUE	V20645	RADIOLOGY DIAGNOSTIC		8822540	DI DENTAL	NONE	PHILIPS MEDICAL SYSTEMS	DENS-O-MAT	NON HIGH RISK
TRUE	V20686	MAGNETIC RESONANCE IMAGING	2/1/2001	22068	DI MRI	NONE	SIEMENS MEDICAL	MAGNETOM SYMPHONY MAESTRO	NON HIGH RISK

TRUE	V20619	CARDIAC CATHETERIZATION SERVICES		9704032	LIGHT SURGICAL	NONE	HERAEUS INSTRUMENTS INC.	HANALUX 2001	NON HIGH RISK
TRUE	V25557	CARDIAC CATHETERIZATION SERVICES		228703	MODULE, ANESTHETIC GAS	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	G-AIO-00-03	NON HIGH RISK
TRUE	V20628	CARDIAC CATHETERIZATION SERVICES		H7FB2180G	MONITOR PATIENT	NONE	GE HEALTHCARE	EAGLE 4000	NON HIGH RISK
TRUE	V20629	CARDIAC CATHETERIZATION SERVICES		H7FB2171G	MONITOR PATIENT	NONE	GE HEALTHCARE	EAGLE 4000	NON HIGH RISK
TRUE	V20618	CARDIAC CATHETERIZATION SERVICES		10000009	LIGHT SURGICAL	NONE	MAVIG	MACH 130F	NON HIGH RISK
TRUE	V20625	CARDIAC CATHETERIZATION SERVICES		NSNV20625	SPHYGMOMANOMETER, ANEROID	NONE	TYCOS INSTRUMENT, INC.	JEWELL MOVEMENT	NONE
TRUE	V20688	RADIOLOGY DIAGNOSTIC	6/13/1998	532521WK	DI PORTABLE	NONE	GE HEALTHCARE	AMX 4+	NON HIGH RISK
TRUE	V20632	CARDIAC CATHETERIZATION SERVICES		125946	MODULE PRINTER	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	M-REC-00-02	NON HIGH RISK
TRUE	V20578	RECOVERY ROOM SERVICE		A141613	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V20624	CARDIAC CATHETERIZATION SERVICES		A156851-EQ2-2	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V20671	OBSERVATION CARE		A243818	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V23820	CENTRAL SERVICES AND SUPPLIES		630725	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23815	CENTRAL SERVICES AND SUPPLIES		630726	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V20636	CARDIAC CATHETERIZATION SERVICES		RM0717	ULTRASOUND POINT OF CARE	NONE	SONOSITE INC	MICROMAXX	NON HIGH RISK
TRUE	V20679	ULTRASONOGRAPHY		NSNV20679	ULTRASOUND TRANSDUCER	NONE	ATL ULTRASOUND	CT8-4	NON HIGH RISK
TRUE	V20673	OBSERVATION CARE		A141535	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V20675	OBSERVATION CARE		A141701	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V20690	RECOVERY ROOM SERVICE		4220413	THERMOMETER	NONE	WELCH ALLYN INC	SURETEMP PLUS 690	NON HIGH RISK
TRUE	V20691	RECOVERY ROOM SERVICE		4229465	THERMOMETER	NONE	WELCH ALLYN INC	SURETEMP PLUS 690	NON HIGH RISK
TRUE	V25011	CENTRAL SERVICES AND SUPPLIES		630729	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23961	CENTRAL SERVICES AND SUPPLIES		630730	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23806	CENTRAL SERVICES AND SUPPLIES		102781	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23657	CENTRAL SERVICES AND SUPPLIES		625763	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23646	CENTRAL SERVICES AND SUPPLIES		625777	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23642	CENTRAL SERVICES AND SUPPLIES		625778	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23640	CENTRAL SERVICES AND SUPPLIES		625786	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23641	CENTRAL SERVICES AND SUPPLIES		625787	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23638	CENTRAL SERVICES AND SUPPLIES		625789	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23639	CENTRAL SERVICES AND SUPPLIES		625790	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23660	CENTRAL SERVICES AND SUPPLIES		625834	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23665	CENTRAL SERVICES AND SUPPLIES		625835	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23662	CENTRAL SERVICES AND SUPPLIES		625837	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23659	CENTRAL SERVICES AND SUPPLIES		625838	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23653	CENTRAL SERVICES AND SUPPLIES		625846	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23981	CENTRAL SERVICES AND SUPPLIES		630001	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23983	CENTRAL SERVICES AND SUPPLIES		630002	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23773	CENTRAL SERVICES AND SUPPLIES		630544	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23774	CENTRAL SERVICES AND SUPPLIES		630545	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23770	CENTRAL SERVICES AND SUPPLIES		630547	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23775	CENTRAL SERVICES AND SUPPLIES		630548	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23765	CENTRAL SERVICES AND SUPPLIES		630550	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23658	CENTRAL SERVICES AND SUPPLIES		625765	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23645	CENTRAL SERVICES AND SUPPLIES		625773	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23644	CENTRAL SERVICES AND SUPPLIES		625774	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23647	CENTRAL SERVICES AND SUPPLIES		625776	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23782	CENTRAL SERVICES AND SUPPLIES		630649	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23825	CENTRAL SERVICES AND SUPPLIES		630651	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23798	CENTRAL SERVICES AND SUPPLIES		630653	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23799	CENTRAL SERVICES AND SUPPLIES		630654	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23821	CENTRAL SERVICES AND SUPPLIES		630656	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23914	CENTRAL SERVICES AND SUPPLIES		630657	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23911	CENTRAL SERVICES AND SUPPLIES		630659	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23912	CENTRAL SERVICES AND SUPPLIES		630660	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23916	CENTRAL SERVICES AND SUPPLIES		630662	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23953	CENTRAL SERVICES AND SUPPLIES		630663	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23919	CENTRAL SERVICES AND SUPPLIES		630665	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V25009	CENTRAL SERVICES AND SUPPLIES		630666	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23956	CENTRAL SERVICES AND SUPPLIES		630668	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23969	CENTRAL SERVICES AND SUPPLIES		630669	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23967	CENTRAL SERVICES AND SUPPLIES		630671	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23964	CENTRAL SERVICES AND SUPPLIES		630673	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23907	CENTRAL SERVICES AND SUPPLIES		630674	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23960	CENTRAL SERVICES AND SUPPLIES		630676	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23962	CENTRAL SERVICES AND SUPPLIES		630677	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V25012	CENTRAL SERVICES AND SUPPLIES		630679	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V25013	CENTRAL SERVICES AND SUPPLIES		630680	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23843	CENTRAL SERVICES AND SUPPLIES		630682	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23847	CENTRAL SERVICES AND SUPPLIES		630683	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23844	CENTRAL SERVICES AND SUPPLIES		630685	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK

TRUE	V23845	CENTRAL SERVICES AND SUPPLIES		630686	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23826	CENTRAL SERVICES AND SUPPLIES		630688	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23830	CENTRAL SERVICES AND SUPPLIES		630689	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23767	CENTRAL SERVICES AND SUPPLIES		630551	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23769	CENTRAL SERVICES AND SUPPLIES		630554	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23944	CENTRAL SERVICES AND SUPPLIES		630556	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23951	CENTRAL SERVICES AND SUPPLIES		630557	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23949	CENTRAL SERVICES AND SUPPLIES		630560	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23762	CENTRAL SERVICES AND SUPPLIES		630561	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23761	CENTRAL SERVICES AND SUPPLIES		630563	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23763	CENTRAL SERVICES AND SUPPLIES		630564	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23760	CENTRAL SERVICES AND SUPPLIES		630566	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23977	CENTRAL SERVICES AND SUPPLIES		630567	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23927	CENTRAL SERVICES AND SUPPLIES		630569	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23933	CENTRAL SERVICES AND SUPPLIES		630570	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23925	CENTRAL SERVICES AND SUPPLIES		630572	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V25014	CENTRAL SERVICES AND SUPPLIES		630734	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23829	CENTRAL SERVICES AND SUPPLIES		630737	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23778	CENTRAL SERVICES AND SUPPLIES		630738	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23823	CENTRAL SERVICES AND SUPPLIES		630740	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23993	CENTRAL SERVICES AND SUPPLIES		630741	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23994	CENTRAL SERVICES AND SUPPLIES		630743	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23989	CENTRAL SERVICES AND SUPPLIES		630744	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23991	CENTRAL SERVICES AND SUPPLIES		630746	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23972	CENTRAL SERVICES AND SUPPLIES		630747	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23975	CENTRAL SERVICES AND SUPPLIES		630749	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23970	CENTRAL SERVICES AND SUPPLIES		630750	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V25006	CENTRAL SERVICES AND SUPPLIES		630753	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23932	CENTRAL SERVICES AND SUPPLIES		630754	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V25001	CENTRAL SERVICES AND SUPPLIES		630756	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V25005	CENTRAL SERVICES AND SUPPLIES		630758	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23899	CENTRAL SERVICES AND SUPPLIES		630760	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23901	CENTRAL SERVICES AND SUPPLIES		630762	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V25095	CENTRAL SERVICES AND SUPPLIES		630763	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V25019	CENTRAL SERVICES AND SUPPLIES		630765	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V25018	CENTRAL SERVICES AND SUPPLIES		630766	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V25020	CENTRAL SERVICES AND SUPPLIES		630768	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V25015	CENTRAL SERVICES AND SUPPLIES		630769	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23787	CENTRAL SERVICES AND SUPPLIES		630771	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23790	CENTRAL SERVICES AND SUPPLIES		630772	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23786	CENTRAL SERVICES AND SUPPLIES		630774	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23789	CENTRAL SERVICES AND SUPPLIES		630775	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23980	CENTRAL SERVICES AND SUPPLIES		630777	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23978	CENTRAL SERVICES AND SUPPLIES		630779	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23976	CENTRAL SERVICES AND SUPPLIES		630780	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23938	CENTRAL SERVICES AND SUPPLIES		630782	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23908	CENTRAL SERVICES AND SUPPLIES		630783	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23909	CENTRAL SERVICES AND SUPPLIES		630785	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23906	CENTRAL SERVICES AND SUPPLIES		630788	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23999	CENTRAL SERVICES AND SUPPLIES		630790	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23996	CENTRAL SERVICES AND SUPPLIES		630791	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23998	CENTRAL SERVICES AND SUPPLIES		630793	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23971	CENTRAL SERVICES AND SUPPLIES		630794	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23963	CENTRAL SERVICES AND SUPPLIES		632919	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23939	CENTRAL SERVICES AND SUPPLIES		632920	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23937	CENTRAL SERVICES AND SUPPLIES		632923	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23936	CENTRAL SERVICES AND SUPPLIES		632924	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VPS00DM	NON HIGH RISK
TRUE	V23515	CENTRAL SERVICES AND SUPPLIES		1334302343	BATTERY CHARGER	NONE	STRYKER MEDICAL	Universal Charger	NON HIGH RISK
TRUE	V20668	CARDIAC CATHETERIZATION SERVICES		NSNSVMC0088	PRINTER VIDEO	NONE	SONY ELECTRONICS / MEDICAL SYSTEMS	UP-930	NON HIGH RISK
TRUE	V20614	CARDIAC CATHETERIZATION SERVICES		1219	MONITOR SPO2 IN-VITRO	NONE	AVOX SYSTEMS	AVOXIMETER 1000 E	NON HIGH RISK
TRUE	V23735	BLOOD BANK	5/14/2017	2039789	ROTATOR	NONE	HELMER LABS, INC.	PF48	NON HIGH RISK
TRUE	V22451	BIOMEDICAL ENGINEERING		5109642	ULTRASOUND GENERAL PURPOSE	NONE	VERATHON MEDICAL	BVI 3000	NON HIGH RISK
TRUE	V20617	CARDIAC CATHETERIZATION SERVICES		NSNV20617	WARMER CABINET	NONE	STERIS CORP.	QDJ03	NON HIGH RISK
TRUE	VTS067	CENTRAL SERVICES AND SUPPLIES		AAW061001085R	MONITOR VITAL SIGNS	NONE	GE HEALTHCARE	DINAMAP PROCARE 420	NON HIGH RISK
TRUE	VTS059	CENTRAL SERVICES AND SUPPLIES		AAW063279114SR	MONITOR VITAL SIGNS	NONE	GE HEALTHCARE	DINAMAP PROCARE 420	NON HIGH RISK
TRUE	VTS055	CENTRAL SERVICES AND SUPPLIES		AAW071702315R	MONITOR VITAL SIGNS	NONE	GE HEALTHCARE	DINAMAP PROCARE 420	NON HIGH RISK
TRUE	VTS063	CENTRAL SERVICES AND SUPPLIES		AAW073702855A	MONITOR VITAL SIGNS	NONE	GE HEALTHCARE	DINAMAP PROCARE 420	NON HIGH RISK
TRUE	V20623	CARDIAC CATHETERIZATION SERVICES		3410560	THERMOMETER	NONE	WELCH ALLYN INC	SURETEMP 678	NON HIGH RISK
TRUE	V20637	CARDIAC CATHETERIZATION SERVICES		41397002	WARMING UNIT, MULTIPURPOSE	NONE	STERIS CORP.	QDJ04	NONE

TRUE	V20689	RECOVERY ROOM SERVICE		9407-15076	DOPPLER, ULTRASONIC, DIAGNOSTIC	NONE	EMS PRODUCTS, INC.	ULTRASCOPE MODEL 8	NONE
TRUE	V20903DUP	BIOMEDICAL ENGINEERING			TESTER BATTERY	NONE	ZOLL MEDICAL	BASE POWERCHARGER 4X4	NON HIGH RISK
TRUE	V25048	BLOOD BANK	5/24/2017	2040403	REFRIGERATOR/FREEZER, BLOOD BANK	NONE	HELMER LABS, INC.	ILF-125	NONE
TRUE	V23740	BLOOD BANK	5/24/2017	2040407	REFRIGERATOR/FREEZER, BLOOD BANK	NONE	HELMER LABS, INC.	IPF-125	NONE
TRUE	V20693	RECOVERY ROOM SERVICE		H7FB2159G	MONITOR PATIENT	NONE	GE HEALTHCARE	EAGLE 4000	NON HIGH RISK
TRUE	V20608	MEDICAL/SURGICAL INTENSIVE CARE		H3EH4005G	MONITOR PATIENT	DOHENY	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V20931	SURGERY AND RECOVERY SERVICES		4970181	MODULE MULTIPARAMETER	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	M-NESTPR..01	NON HIGH RISK
TRUE	V22711	MEDICAL/SURGICAL INTENSIVE CARE		H7ST0751G	MODULE MULTIPARAMETER	DOHENY	GE HEALTHCARE	400SL	NON HIGH RISK
TRUE	V22446	SURGERY AND RECOVERY SERVICES		GS05020748	LARYNGOSCOPE, FLEXIBLE, INTUBATION, VIDEO	DOHENY	SATURN BIOMEDICAL	GLIDESCOPE	NONE
TRUE	V22469	SURGERY AND RECOVERY SERVICES		HFK1306602IE	ASPIRATOR	DOHENY	INTEGRA LIFESCIENCES CORP	CUSA EXCEL+	NON HIGH RISK
TRUE	V20605	MEDICAL/SURGICAL INTENSIVE CARE		65W09925	MONITOR LCD	DOHENY	PANASONIC CORP OF AMERICA	WV-CM1000	NON HIGH RISK
TRUE	V20601	MEDICAL/SURGICAL INTENSIVE CARE		A3G44084G	MONITOR PATIENT	DOHENY	GE HEALTHCARE	SOLAR 8000M	NON HIGH RISK
TRUE	V22452	CLINICAL LABORATORY SERVICES		131	HEATING BLOCK	NONE	ROECO	2A	NONE
TRUE	V23533	CARDIAC CATHETERIZATION SERVICES		ARZF0243	ANESTHESIA VAPORIZER	NONE	DRAEGER MEDICAL INC	VAPOR 2000-SEVO	NON HIGH RISK
TRUE	V23510	GASTROINTESTINAL SERVICES		GA105718	MONITOR TRANSPORT	NONE	WELCH ALLYN INC	PROPAQ 242	NON HIGH RISK
TRUE	V20446	EMERGENCY SERVICES		LH009719	DOPPLER, ULTRASONIC, DIAGNOSTIC	NONE	SUMMITT DOPPLER SYSTEMS, INC.	LIFEDOP L250R	NONE
TRUE	V21602	BIOMEDICAL ENGINEERING		5817	TESTER EXTERNAL PACEMAKER	NONE	EDWARDS LIFESCIENCE	PXCAL	NON HIGH RISK
TRUE	V22665	CARDIAC CATHETERIZATION SERVICES		1205010001	TEST EQUIPMENT	NONE	ST JUDE MEDICAL / CARDIAC RHYTHM	EP WORKMATE SIGNAL CONDITIONER	NONE
TRUE	V19406	EMERGENCY SERVICES	5/7/2008	23232	OPHTHALMOSCOPE/OTOSCOPE	NONE	WELCH ALLYN INC	767	NON HIGH RISK
TRUE	V20587	RECOVERY ROOM SERVICE		J7P65498G	RECORDER, GRAPHIC, PHYSIOLOGIC	NONE	GE HEALTHCARE	7150	NONE
TRUE	V20485	CARDIAC CATHETERIZATION SERVICES		15404	PACEMAKER PROGRAMMER	NONE	ST JUDE MEDICAL / CARDIAC RHYTHM	PACESETTER 3510	NON HIGH RISK
TRUE	V21036	SURGERY AND RECOVERY SERVICES		NSNV21036	TRANSFORMER, VARIABLE	DOHENY	FURMAN SOUND	PL-8	NONE
TRUE	V21044	SURGERY AND RECOVERY SERVICES		NSNV21044	HOSPITAL COMMUNICATION SYSTEM	DOHENY	CLEAR COMMUNICATIONS	SAP 612	NONE
TRUE	V19249	MEDICAL/SURGICAL INTENSIVE CARE	8/3/2007	RST07213012GA	MODULE RACK	DOHENY	GE HEALTHCARE	TRAM-RAC 4A	NON HIGH RISK
TRUE	V25043	EMERGENCY SERVICES		AAB04190536GA	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V22808	RADIOLOGY - POB		SHQ14330898SA	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V19002	OBSERVATION CARE	5/10/2006	SBG06151478GA	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 3000	NON HIGH RISK
TRUE	V19003	OBSERVATION CARE	5/10/2006	SBG06151483GA	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 3000	NON HIGH RISK
TRUE	V19347	OTHER MEDICAL/SURGICAL ACUTE		DSH04521948GA	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V22872	RECOVERY ROOM SERVICE		SJA14507704HA	MONITOR PATIENT	NONE	GE HEALTHCARE	CARESCAPE B450	NON HIGH RISK
TRUE	V22860	CARDIAC CATHETERIZATION SERVICES		SJA14519043HA	MONITOR PATIENT	NONE	GE HEALTHCARE	CARESCAPE B450	NON HIGH RISK
TRUE	V22866	RECOVERY ROOM SERVICE		SJA14507691HA	MONITOR PATIENT	NONE	GE HEALTHCARE	CARESCAPE B450	NON HIGH RISK
TRUE	V22854	EMERGENCY SERVICES		SHQ145023865A	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V22372	EMERGENCY SERVICES		AAB04233809	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V22861	CARDIAC CATHETERIZATION SERVICES		SA315036757GA	MODULE MULTIPARAMETER	NONE	GE HEALTHCARE	CARESCAPE PDM 2016793-003	NON HIGH RISK
TRUE	V22871	RECOVERY ROOM SERVICE		SA309415997GR	MODULE MULTIPARAMETER	NONE	GE HEALTHCARE	CARESCAPE PDM 2016793-003	NON HIGH RISK
TRUE	V23170	SURGERY AND RECOVERY SERVICES		SH6132600595A	MONITOR VITAL SIGNS	NONE	GE HEALTHCARE	CARESCAPE DINAMAP V100	NON HIGH RISK
TRUE	V25635	BIOMEDICAL ENGINEERING		AAW07120170S	MONITOR VITAL SIGNS	NONE	GE HEALTHCARE	DINAMAP PROCARE 400	NON HIGH RISK
TRUE	V22476	EMERGENCY SERVICES		SH6134203995A	MONITOR VITAL SIGNS	NONE	GE HEALTHCARE	CARESCAPE DINAMAP V100	NON HIGH RISK
TRUE	V25037	EMERGENCY SERVICES		SH613421415SA	MONITOR VITAL SIGNS	NONE	GE HEALTHCARE	CARESCAPE DINAMAP V100	NON HIGH RISK
TRUE	V21027	SURGERY AND RECOVERY SERVICES		NSNV21027	VIDEO IMAGE PROCESSOR	DOHENY	EXTRON ELECTRONICS	DVS 304	NON HIGH RISK
TRUE	V23495	EDUCATION ADMINISTRATIVE OFFICE		016213	ASPIRATOR	NONE	PRECISION MEDICAL, INC.	PM65HG	NON HIGH RISK
TRUE	V21993	CARDIAC CATHETERIZATION SERVICES		MOMP3956MX	ELECTROCARDIOGRAPH	NONE	GE HEALTHCARE	MAC 5000	NON HIGH RISK
TRUE	V23217	SURGERY AND RECOVERY SERVICES		35839	WARMER PATIENT	DOHENY	3M HEALTHCARE	750	NON HIGH RISK
TRUE	V23011	RECOVERY ROOM SERVICE		9019	WARMER PATIENT	NONE	3M HEALTHCARE	875	NON HIGH RISK
TRUE	V23220	SURGERY AND RECOVERY SERVICES		35836	WARMER PATIENT	DOHENY	3M HEALTHCARE	750	NON HIGH RISK
TRUE	V21103	SURGERY AND RECOVERY SERVICES		434890022	LIGHT SURGICAL	DOHENY	STERIS CORP.	POLARIS	NON HIGH RISK
TRUE	V23185	RESPIRATORY THERAPY		61512008	NEBULIZER, HEATED	NONE	HUDSON RESPIRATORY CARE, INC.	AQUATHERM III (050-14)	NON HIGH RISK
TRUE	V20429	RESPIRATORY THERAPY		612100025	NEBULIZER, HEATED	NONE	HUDSON RESPIRATORY CARE, INC.	AQUATHERM III (050-14)	NON HIGH RISK
TRUE	V21444	BLOOD BANK		1084	ROTATOR	NONE	MELCO INC	LPR-3A	NON HIGH RISK
TRUE	V22727	CENTRAL SERVICES AND SUPPLIES		7419	ASPIRATOR	NONE	Gomco	118	NON HIGH RISK
TRUE	V19835	RESPIRATORY THERAPY		607110145	HUMIDIFIER, HEATED	NONE	HUDSON RESPIRATORY CARE, INC.	NEPTUNE	NONE
TRUE	V21504	PHYSICAL THERAPY		5667	TABLE EXAM TREATMENT	NONE	MEDI-PLINTH	11713-605	NON HIGH RISK
TRUE	V22457	PHARMACY		3780	FLUID-DISPENSING SYSTEM, PHARMACEUTICAL	NONE	EXCELSIOR MEDICAL CORP.	PHARM-ASSIST	NONE
TRUE	V19574	GASTROINTESTINAL SERVICES	2/21/2008	187806-078	WASHER/DISINFECTOR ENDOSCOPE DUAL ADVANCED	NONE	MedIvators	DSD-201	NON HIGH RISK
TRUE	V22580	PHARMACY		13-34720-10	FREEZER	NONE	HOWARD MCCRAY	GF22	NONE
TRUE	V10829	EDUCATION ADMINISTRATIVE OFFICE	5/11/1999		SLIDE PRINTER	NONE	VIVITAR	SLIDE PRINTER	NONE
TRUE	V20411	PHARMACY		6671920	REFRIGERATOR	NONE	TRUE MANUFACTURING CO.	GDM-12	NONE
TRUE	V22429	CARDIAC CATHETERIZATION SERVICES		426897029	WARMING UNIT, MULTIPURPOSE	NONE	STERIS CORP.	QDJ01	NONE
TRUE	V19038	PHYSICAL THERAPY	10/19/2006	751055	STIMULATOR NEUROMUSCULAR	NONE	DYNATRONICS CORPORATION	DYNATRON 705	NON HIGH RISK
TRUE	V20470	CLINICAL LABORATORY SERVICES		77052	CALIBRATOR, PIPETTE	NONE	ARTEL	PCS-100-07A	NONE
TRUE	VNC7W1	ONCOLOGY ACUTE			HOSPITAL COMMUNICATION SYSTEM, NURSE CALL	NONE	INTER-TEL EXECUTONE	NURSE CALL SYST	NONE
TRUE	V23359	CLINICAL LABORATORY SERVICES		AT2584	ANALYZER COAGULATION AUTOMATED	NONE	MEDTRONIC PERFUSION SYSTEMS	ACT II	NON HIGH RISK
TRUE	V21100	SURGERY AND RECOVERY SERVICES		61A001549A	MONITOR LCD	DOHENY	NEC CORP OF AMERICA INC	LCD3210BK	NON HIGH RISK
TRUE	V21938	PHYSICAL THERAPY		610-006033	EXERCISER, ARM	NONE	SCIFIT	PRO 1	NONE
TRUE	V22077	SURGERY AND RECOVERY SERVICES		9518	LIGHT, INFRARED	DOHENY	EMERSON	96-DL	NON HIGH RISK
TRUE	V22351	CARDIAC CATHETERIZATION SERVICES		411497071	WARMER CABINET	NONE	STERIS CORP.	QDJ03	NON HIGH RISK
TRUE	V20132	CARDIOLOGY CLINIC		12070224	TABLE, IMAGING, ULTRASOUND	NONE	BIODEX CORP	ECHO PRO	NONE
TRUE	V25703	SURGERY AND RECOVERY SERVICES	11/1/2018	2739AVHIB882600015	RELOCATABLE POWER TAP, HOSPITAL GRADE	NONE	TRIPP-LITE	PS-625-HG-20A-OEM	NONE

TRUE	V20779	SURGERY AND RECOVERY SERVICES		NSNV20779	PARALLEL BAR	NONE	SAMMONS PRESTON / ABILITY ONE	VALUE LINE PARALLEL BARS	NONE
TRUE	V21807	GASTROINTESTINAL SERVICES		710218	IMAGE PROCESSOR ENDOSCOPIC	NONE	OLYMPUS AMERICA, INC.	CV-160	NON HIGH RISK
TRUE	V25225	CENTRAL TRANSPORTATION	10/15/2018	733123045	TEST EQUIPMENT	NONE	BC Biomedical	ULT2020	NONE
TRUE	V22205	RESPIRATORY THERAPY		110951-EQ2-2	POSITIVE AIRWAY PRESSURE UNIT, CONTINUOUS	NONE	PHILIPS RESPIRONICS	BIPAP VISION	NONE
TRUE	V12664	RESPIRATORY THERAPY	6/30/1999	101966-1	POSITIVE AIRWAY PRESSURE UNIT, CONTINUOUS	NONE	PHILIPS RESPIRONICS	BIPAP VISION	NONE
TRUE	V21506	PHYSICAL THERAPY		4950	TABLE, EXAMINATION/TREATMENT, ADJUSTABLE, ORTHOPEDIC, TRACTION	NONE	CHATTANOOGA CORP	TRITON TRT-400	NONE
TRUE	V22445	SURGERY AND RECOVERY SERVICES		7750198	LIGHT SOURCE, FIBEROPTIC	DOHENY	OLYMPUS AMERICA, INC.	CLK-3	NON HIGH RISK
TRUE	V21767	GASTROINTESTINAL SERVICES		2112328	PUMP, ENDOSCOPIC, FLUSH	NONE	OLYMPUS AMERICA, INC.	OFP-2	NONE
TRUE	V23462	GASTROINTESTINAL SERVICES		2703963	GASTROSCOPE, FLEXIBLE	NONE	OLYMPUS AMERICA, INC.	GIF-H180	NON HIGH RISK
TRUE	V22302	GASTROINTESTINAL SERVICES		NSNSVMC0105	LIGHT SOURCE, FIBEROPTIC	NONE	OLYMPUS AMERICA, INC.	CLV-10	NON HIGH RISK
TRUE	V21740	GASTROINTESTINAL SERVICES		7227582	LIGHT SOURCE, FIBEROPTIC	NONE	OLYMPUS AMERICA, INC.	CLV-160	NON HIGH RISK
TRUE	V20359	CARDIAC CATHETERIZATION SERVICES		AV3A1128002442	MONITOR LCD	NONE	PHILIPS MEDICAL SYSTEMS	190B7CB/27	NON HIGH RISK
TRUE	V20365	CARDIAC CATHETERIZATION SERVICES		715007239	MONITOR LCD	NONE	PHILIPS MEDICAL SYSTEMS	190B7CB/27	NON HIGH RISK
TRUE	V20400	CARDIAC CATHETERIZATION SERVICES	4/5/2007	944	DI CATH LAB	NONE	PHILIPS MEDICAL SYSTEMS	ALLURA XPER FD10	NON HIGH RISK
TRUE	V21370	SURGERY AND RECOVERY SERVICES		BE46H2QL500375X	MONITOR LCD	DOHENY	SAMSUNG ELECTRONICS AMERICA	SYNCMASTER 460PN	NON HIGH RISK
TRUE	VT2920	SURGERY AND RECOVERY SERVICES	9/3/2018	12694453	INFUSION PUMP SYRINGE	NONE	ALARIS MEDICAL SYSTEMS	8110	NON HIGH RISK
TRUE	V18382	RESPIRATORY THERAPY		QS0523240151	UPS	NONE	AMERICAN POWER CONVERSION	SVA750	NON HIGH RISK
TRUE	V18376	RESPIRATORY THERAPY		NS0130243364	UPS	NONE	AMERICAN POWER CONVERSION	700	NON HIGH RISK
TRUE	V22717	CENTRAL SERVICES AND SUPPLIES		373470	LIGHT SURGICAL	NONE	AMSCO	LTM72	NON HIGH RISK
TRUE	V22316	BIOMEDICAL ENGINEERING		10738	INFUSION PUMP ANALYZER	NONE	BIO-TEK INSTRUMENTS INC	IDA-4	NON HIGH RISK
TRUE	V21608	BIOMEDICAL ENGINEERING		11048	TESTER ELECTRICAL SAFETY	NONE	BIO-TEK INSTRUMENTS INC	370	NON HIGH RISK
TRUE	V21552	BIOMEDICAL ENGINEERING		110589	TESTER ELECTRICAL SAFETY	NONE	BIO-TEK INSTRUMENTS INC	501PRO	NON HIGH RISK
TRUE	V21337	BIOMEDICAL ENGINEERING		116334	TESTER NIBP	NONE	BIO-TEK INSTRUMENTS INC	BP-PUMP	NON HIGH RISK
TRUE	V22369	RESPIRATORY THERAPY		7071853	VENTILATOR	NONE	BIRD PRODUCTS / VIASYS HEALTHCARE	MARK7	CRITICAL - LIFE SUPPORT
TRUE	V22423	RESPIRATORY THERAPY		91988607	VENTILATOR	NONE	BIRD PRODUCTS / VIASYS HEALTHCARE	MARK7	CRITICAL - LIFE SUPPORT
TRUE	V22724	RESPIRATORY THERAPY		7114502	VENTILATOR	NONE	BIRD PRODUCTS / VIASYS HEALTHCARE	MARK7	CRITICAL - LIFE SUPPORT
TRUE	V22036	RESPIRATORY THERAPY		7414 347	VENTILATOR	NONE	BIRD PRODUCTS / VIASYS HEALTHCARE	MARK7	CRITICAL - LIFE SUPPORT
TRUE	V23968	CENTRAL SERVICES AND SUPPLIES		630787	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23788	CENTRAL SERVICES AND SUPPLIES		630773	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23791	CENTRAL SERVICES AND SUPPLIES		630776	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V25004	CENTRAL SERVICES AND SUPPLIES		630755	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23973	CENTRAL SERVICES AND SUPPLIES		630752	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23958	CENTRAL SERVICES AND SUPPLIES		630733	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23979	CENTRAL SERVICES AND SUPPLIES		630568	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23928	CENTRAL SERVICES AND SUPPLIES		630571	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23834	CENTRAL SERVICES AND SUPPLIES		630690	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23771	CENTRAL SERVICES AND SUPPLIES		630553	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23805	CENTRAL SERVICES AND SUPPLIES		630687	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23921	CENTRAL SERVICES AND SUPPLIES		630667	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23905	CENTRAL SERVICES AND SUPPLIES		630670	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23643	CENTRAL SERVICES AND SUPPLIES		625775	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23784	CENTRAL SERVICES AND SUPPLIES		630650	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23649	CENTRAL SERVICES AND SUPPLIES		625848	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23663	CENTRAL SERVICES AND SUPPLIES		625836	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23652	CENTRAL SERVICES AND SUPPLIES		625845	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23655	CENTRAL SERVICES AND SUPPLIES		625762	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23816	CENTRAL SERVICES AND SUPPLIES		630728	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23884	CENTRAL SERVICES AND SUPPLIES		630718	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23959	CENTRAL SERVICES AND SUPPLIES		630731	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23886	CENTRAL SERVICES AND SUPPLIES		630721	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23811	CENTRAL SERVICES AND SUPPLIES		630704	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23828	CENTRAL SERVICES AND SUPPLIES		630700	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23781	CENTRAL SERVICES AND SUPPLIES		630646	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23808	CENTRAL SERVICES AND SUPPLIES		630691	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23898	CENTRAL SERVICES AND SUPPLIES		630635	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23940	CENTRAL SERVICES AND SUPPLIES		630621	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23918	CENTRAL SERVICES AND SUPPLIES		630603	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V23852	CENTRAL SERVICES AND SUPPLIES		630600	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V25003	CENTRAL SERVICES AND SUPPLIES		630582	SCD	NONE	COMPRESSION THERAPY CONCEPTS INC	VP500DM	NON HIGH RISK
TRUE	V20631	CARDIAC CATHETERIZATION SERVICES		802840	MODULE ECG	NONE	DATEX-OHMEDA INC DIV GE HEALTHCARE	M-ESTP-00-05	NON HIGH RISK
TRUE	V22832	SURGERY AND RECOVERY SERVICES		BEGG02856	ANESTHESIA VAPORIZER	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	TEC 7	NON HIGH RISK
TRUE	V21111	SURGERY AND RECOVERY SERVICES		4254438	MODULE RACK	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	F-CU8-28-05	NON HIGH RISK
TRUE	V22292	SURGERY AND RECOVERY SERVICES	2/1/2004	AMRG01892	ANESTHESIA UNIT	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	AESTIVA 5	CRITICAL - LIFE SUPPORT
TRUE	V21007	SURGERY AND RECOVERY SERVICES		CN-0FPB816-46633-72F-	MONITOR LCD	DOHENY	DELL COMPUTERS	1708FPT	NON HIGH RISK
TRUE	V21522	CENTRAL SERVICES AND SUPPLIES		E9704-0050	SCALE PATIENT	NONE	DETECTO SCALE / DIV CARDINAL SCALE	758C	NON HIGH RISK
TRUE	V22617	CENTRAL SERVICES AND SUPPLIES		A351333	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V20460	EMERGENCY SERVICES		A243787	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V23109	BIOMEDICAL ENGINEERING		A9059	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V21925	TRANSITIONAL INPATIENT CARE		A142360	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK

TRUE	V21343	BIOMEDICAL ENGINEERING		A269501	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V23135	BIOMEDICAL ENGINEERING		A9075-EQ2-2	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V20577	RECOVERY ROOM SERVICE		A123149	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V22506	BIOMEDICAL ENGINEERING		22690270	TESTER MULTIMETER	NONE	FLUKE BIOMEDICAL	179	NON HIGH RISK
TRUE	V23261	CENTRAL SERVICES AND SUPPLIES		tp650b9072	HYPOTHERMIA UNIT	NONE	GAYMAR INDUSTRIES INC	TP650C	NON HIGH RISK
TRUE	V20344	CENTRAL SERVICES AND SUPPLIES		D40E29	PUMP, CIRCULATING-FLUID, LOCALIZED HEATING	NONE	GAYMAR INDUSTRIES INC	TP500	NONE
TRUE	V20945	CENTRAL SERVICES AND SUPPLIES		D40E30	PUMP, CIRCULATING-FLUID, LOCALIZED HEATING	NONE	GAYMAR INDUSTRIES INC	TP500	NONE
TRUE	V19127	CENTRAL SERVICES AND SUPPLIES	4/4/2007	D70006	HYPOTHERMIA UNIT	NONE	GAYMAR INDUSTRIES INC	MEDI-THERM III	NON HIGH RISK
TRUE	V19114	RESPIRATORY THERAPY	4/16/2007	3510070939	VENTILATOR	NONE	Nellcor Puritan Bennett	840	CRITICAL - LIFE SUPPORT
TRUE	V22081	CENTRAL SERVICES AND SUPPLIES		583264	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V20817	CENTRAL SERVICES AND SUPPLIES		563036	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V20821	CENTRAL SERVICES AND SUPPLIES		564738	FEEDING PUMP	NONE	NESTLE HEALTHCARE NUTRITION	COMPAT	NON HIGH RISK
TRUE	V20696	RESPIRATORY THERAPY		NSN1454997	MONITOR SPO2	NONE	NOVAMETRIX MEDICAL SYSTEMS INC	2001	NON HIGH RISK
TRUE	V22055	RESPIRATORY THERAPY		144-1666 CT	MONITOR SPO2	NONE	NOVAMETRIX MEDICAL SYSTEMS INC	2001	NON HIGH RISK
TRUE	V20528	BLOOD BANK		2250793750	HEATING BLOCK	NONE	ORTHO-CLINICAL DIAGNOSTICS INC A JOHNSON & JOHNSON	MTS DG225	NONE
TRUE	V20321	ASIAN PACIFIC LIVER CENTER		3115	SCALE PATIENT	NONE	SECA	700	NON HIGH RISK
TRUE	V19714	ASIAN PACIFIC LIVER CENTER	8/28/2009	5703009095600	SCALE PATIENT	NONE	SECA	703	NON HIGH RISK
TRUE	V21514	CENTRAL SERVICES AND SUPPLIES		18323	AIR CLEANER MOBILE	NONE	ABATEMENT TECHNOLOGIES	HC800F	NON HIGH RISK
TRUE	V21517	CENTRAL SERVICES AND SUPPLIES		F3255C	AIR CLEANER MOBILE	NONE	ABATEMENT TECHNOLOGIES	HC800F	NON HIGH RISK
TRUE	V22481	CENTRAL SERVICES AND SUPPLIES		F1056	AIR CLEANER MOBILE	NONE	ABATEMENT TECHNOLOGIES	HC800F	NON HIGH RISK
TRUE	V22484	CENTRAL SERVICES AND SUPPLIES		F903	AIR CLEANER MOBILE	NONE	ABATEMENT TECHNOLOGIES	HC800F	NON HIGH RISK
TRUE	V22478	CENTRAL SERVICES AND SUPPLIES		F3254C	AIR CLEANER MOBILE	NONE	ABATEMENT TECHNOLOGIES	HC800F	NON HIGH RISK
TRUE	V21352	SURGERY AND RECOVERY SERVICES		ETLDQ0C2001123008840J	MONITOR LCD	DOHENY	ACER/ACROS	V193	NON HIGH RISK
TRUE	V25042	CLINICAL LABORATORY SERVICES	7/1/2017	10021891609	UPS	NONE	Alpha Technologies	017-751-402 001 Pinnacle Plus 6000T	NON HIGH RISK
TRUE	V20887	NUCLEAR MEDICINE		130594	UPS	NONE	Alpha Technologies	CFR 2500	NON HIGH RISK
TRUE	V21020	SURGERY AND RECOVERY SERVICES		210506X04C0119	SWITCH/HUBS/BRIDGES/ROUTERS, NETWORK	DOHENY	AMX	NXP-TPI/4	NONE
TRUE	V23418	SURGERY AND RECOVERY SERVICES		227501X2060067	SWITCH/HUBS/BRIDGES/ROUTERS, NETWORK	DOHENY	AMX	NXP-TPI/4	NONE
TRUE	V21106	SURGERY AND RECOVERY SERVICES		32380306	CONTROLLER, SURGICAL HANDPIECE	DOHENY	Anspach	SYSTEM CONSOLE SC2000	NONE
TRUE	V20257	RADIOLOGY DIAGNOSTIC		A581001733111810O0532	REFRIGERATOR	NONE	AVANTI PRODUCTS	AR1733B	NONE
TRUE	V22164	PATHOLOGICAL LABORATORY SERVICES		51002	MICROTOME CRYOSTAT	NONE	AVANTIK BIOGROUP	QS11	NON HIGH RISK
TRUE	V21861	CLINICAL LABORATORY SERVICES		228884	ANALYZER URINE	NONE	BAYER HEALTH CARE	CLINITEK STATUS +	NON HIGH RISK
TRUE	V2557	BIOMEDICAL ENGINEERING		KD5510933	MONITOR LCD	NONE	BIO-SAFE AMERICA CORP.	TR930	NON HIGH RISK
TRUE	V20251	CENTRAL SERVICES AND SUPPLIES		33397	ANALYZER POC WHOLE BLOOD	NONE	BIOSITE DIAGNOSTIC	TRIAGE METER PLUS	NON HIGH RISK
TRUE	V19381	ELECTROENCEPHALOGRAPHY	3/7/2008	00282581CM7070031	MONITOR LCD	NONE	BOSCH SECURITY SYSTEMS, INC.	LTC2017/90	NON HIGH RISK
TRUE	V23211	CENTRAL SERVICES AND SUPPLIES		632133	FEEDING PUMP	NONE	COMPAT INC.	COMPAT	NON HIGH RISK
TRUE	V19768	CLINICAL LABORATORY SERVICES	1/4/2010	077770988H	REFRIGERATOR LABORATORY	NONE	Danby	D1707W	NON HIGH RISK
TRUE	V20258	BIOMEDICAL ENGINEERING		0112030100718	REFRIGERATOR/FREEZER, STANDARD	NONE	Danby	DAR44OBL	NONE
TRUE	V21097	CENTRAL SERVICES AND SUPPLIES		10353348	EXERCISER, CONTINUOUS PASSIVE MOTION, LOWER LIMB	NONE	DANNINGER MEDICAL	DANNIFLEX 400I	NONE
TRUE	V19192	CENTRAL SERVICES AND SUPPLIES	6/20/2007	40341	EXERCISER, CONTINUOUS PASSIVE MOTION, LOWER LIMB	NONE	DANNINGER MEDICAL	DANNIFLEX 400I	NONE
TRUE	V22468	EMERGENCY SERVICES		N2791380289102S2	REFRIGERATOR	NONE	DAYTON	5NTW6A	NONE
TRUE	V20514	CLINICAL LABORATORY SERVICES		GF315A0238	UPS	NONE	EATON POWER QUALITY SOLUTIONS	9130	NON HIGH RISK
TRUE	V20984	BIOMEDICAL ENGINEERING		H1058962	NURSE CALL SYSTEM	NONE	EXECUTONE	33200	NON HIGH RISK
TRUE	V22167	PHYSICAL THERAPY		NSN30042849	NURSE CALL SYSTEM	NONE	EXECUTONE	CARECOM 2	NON HIGH RISK
TRUE	V21929	BIOMEDICAL ENGINEERING		E012686S	NURSE CALL SYSTEM	NONE	EXECUTONE	33200	NON HIGH RISK
TRUE	V21841	COMPUTED TOMOGRAPHIC SCANNER		C0929100696	ULTRASOUND THERAPY SYSTEM, ANGIOPLASTY	NONE	FLOWCARDIA INC	FLOWCARDIA GENERATOR	NONE
TRUE	V22911	RENAL DIALYSIS		4TO5133814	HEMODIALYSIS UNIT	NONE	FRESENIUS MEDICAL NORTH AMERICA	2008T	NON HIGH RISK
TRUE	V20282	RENAL DIALYSIS		1K0S173702	HEMODIALYSIS UNIT	NONE	FRESENIUS MEDICAL NORTH AMERICA	2008K2	NON HIGH RISK
TRUE	V21943	PHYSICAL THERAPY		30708110	DYNAMOMETER, SQUEEZE	NONE	JAMAR	HAND DYNO	NONE
TRUE	V20585	RECOVERY ROOM SERVICE		59657297	REFRIGERATOR LABORATORY	NONE	JEWETT, INC.	UC5B	NON HIGH RISK
TRUE	V20535	PATHOLOGICAL LABORATORY SERVICES		57996-396	FREEZER, LABORATORY	NONE	JEWETT, INC.	UCF5B	NONE
TRUE	V19769	SURGERY AND RECOVERY SERVICES	8/25/2009	0708CE784	LIGHT SOURCE, FIBEROPTIC	DOHENY	Lemke	XL202	NON HIGH RISK
TRUE	V21340	BIOMEDICAL ENGINEERING		2004 0050	THERMOMETER	NONE	LEVEL 1	HLTA-40	NON HIGH RISK
TRUE	V20885	NUCLEAR MEDICINE		227781	RADIATION DETECTION, GEIGER COUNTER/SURVEY METER	NONE	LUDLUM MEASUREMENTS INC	14C	NONE
TRUE	V21831	NUCLEAR MEDICINE		110670	MONITOR, ENVIRONMENTAL, IONIZING RADIATION	NONE	LUDLUM MEASUREMENTS INC	3530 WASTE MONITOR	NONE
TRUE	V22443	SURGERY AND RECOVERY SERVICES		22199	LIGHT SOURCE, FIBEROPTIC	DOHENY	LUXTEC CORP	9300	NON HIGH RISK
TRUE	V21384	EDUCATION ADMINISTRATIVE OFFICE		MOV80891G	CENTRAL STATION	NONE	Marquette	S-7010	NON HIGH RISK
TRUE	V19688	SURGERY AND RECOVERY SERVICES	5/2/2009	105956	INJECTOR, CONTRAST MEDIA	NONE	MEDRAD, INC.	MARK V PROVIS	NONE
TRUE	V00051	SURGERY AND RECOVERY SERVICES		5301020	MICROSURGICAL INSTRUMENTS	NONE	MEDTRONIC NAVIGATION INC	LEGEND	NONE
TRUE	V22113	CARDIAC CATHETERIZATION SERVICES		CE1008563P	PACEMAKER EXTERNAL	NONE	MEDTRONIC NAVIGATION INC	5375	CRITICAL - LIFE SUPPORT
TRUE	V23371	PHYSICAL THERAPY		0413871830	TABLE EXAM TREATMENT	NONE	METRON MEDICAL	T871BW	NON HIGH RISK
TRUE	V20501	RADIOLOGY DIAGNOSTIC		E18249	TABLE EXAM TREATMENT	NONE	MIDMARK CORP.	RITTER 104	NON HIGH RISK
TRUE	V19737	CANCER TREATMENT CENTER		NSNSVMC0083	TABLE EXAM TREATMENT	NONE	MIDMARK CORP.	RITTER 104	NON HIGH RISK
TRUE	V21754	ASIAN PACIFIC LIVER CENTER		NSN30043980	TABLE EXAM TREATMENT	NONE	MIDMARK CORP.	104	NON HIGH RISK
TRUE	V25035	SPINE CLINIC	7/10/2017	V1871008	TABLE EXAM TREATMENT	NONE	MIDMARK CORP.	RITTER 222	NON HIGH RISK
TRUE	V25168	NONE		A7529346F4	MONITOR NIBP	NONE	MINDRAY	ACCUTORR V	NON HIGH RISK
TRUE	V25241	SURGICAL ACUTE			ANESTHESIA UNIT	NONE	MINDRAY	A5	CRITICAL - LIFE SUPPORT
TRUE	V25244	SURGICAL ACUTE			ANESTHESIA UNIT	NONE	MINDRAY	A5	CRITICAL - LIFE SUPPORT
TRUE	V19755	JOINT REPLACEMENT INSTITUTE		118079100110	HOODS, ISOLATION, LAMINAR AIR FLOW	NONE	NUAIRE INC	NU-201-430	NONE
TRUE	V22313	SURGERY AND RECOVERY SERVICES		101176	LASER, CARBON DIOXIDE	DOHENY	OMNIGUIDE, INC.	FELS-25A	NONE

TRUE	V10835	EDUCATION ADMINISTRATIVE OFFICE	5/11/1999		PROJECTOR,DIASTAR	NONE	OSRAM	251M	NONE
TRUE	V22183	OBSERVATION CARE		700004067	DOPPLER, ULTRASONIC, DIAGNOSTIC	NONE	PARKS MEDICAL	811-BTS	NONE
TRUE	V20925	CARDIOLOGY SERVICES		A001 46688	UPS	NONE	POWERVAR, INC.	PRA1500	NON HIGH RISK
TRUE	V23597	PHARMACY	1/30/2017	30021-1888	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire Epidural Infusion Pump	NON HIGH RISK
TRUE	V23628	SURGERY AND RECOVERY SERVICES	1/30/2017	30015-9253	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire	NON HIGH RISK
TRUE	V23614	SURGERY AND RECOVERY SERVICES	1/30/2017	30016-9768	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire	NON HIGH RISK
TRUE	V22479	CENTRAL SERVICES AND SUPPLIES		F901	AIR CLEANER MOBILE	NONE	ABATEMENT TECHNOLOGIES	HC800F	NON HIGH RISK
TRUE	V22480	CENTRAL SERVICES AND SUPPLIES		F3252C	AIR CLEANER MOBILE	NONE	ABATEMENT TECHNOLOGIES	HC800F	NON HIGH RISK
TRUE	V22482	CENTRAL SERVICES AND SUPPLIES		F3326C	AIR CLEANER MOBILE	NONE	ABATEMENT TECHNOLOGIES	HC800F	NON HIGH RISK
TRUE	V22496	BIOMEDICAL ENGINEERING		4205744	THERMOMETER	NONE	WELCH ALLYN INC	SURETEMP PLUS 690	NON HIGH RISK
TRUE	V22498	EMERGENCY SERVICES		A352739	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V23215	SURGERY AND RECOVERY SERVICES		35981	WARMER PATIENT	DOHENY	3M HEALTHCARE	750	NON HIGH RISK
TRUE	V23216	SURGERY AND RECOVERY SERVICES		35834	WARMER PATIENT	DOHENY	3M HEALTHCARE	750	NON HIGH RISK
TRUE	V23218	SURGERY AND RECOVERY SERVICES		35842	WARMER PATIENT	DOHENY	3M HEALTHCARE	750	NON HIGH RISK
TRUE	V22485	CENTRAL SERVICES AND SUPPLIES		F896	AIR CLEANER MOBILE	NONE	ABATEMENT TECHNOLOGIES	HC800F	NON HIGH RISK
TRUE	V22487	CENTRAL SERVICES AND SUPPLIES		F902	AIR CLEANER MOBILE	NONE	ABATEMENT TECHNOLOGIES	HC800F	NON HIGH RISK
TRUE	V22492	BIOMEDICAL ENGINEERING		A9084	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V22493	BIOMEDICAL ENGINEERING		A9066	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V23176	NUCLEAR MEDICINE		M29885	ASPIRATOR	NONE	SSCOR INC	2314B	NON HIGH RISK
TRUE	V23177	COMPUTED TOMOGRAPHIC SCANNER		M29887	ASPIRATOR	NONE	SSCOR INC	2314B	NON HIGH RISK
TRUE	V23184	PHYSICAL THERAPY		MT2014120062	STIMULATOR NEUROMUSCULAR	NONE	METRON MEDICAL	MS100	NON HIGH RISK
TRUE	V22505	BIOMEDICAL ENGINEERING		22680593	TESTER MULTIMETER	NONE	FLUKE BIOMEDICAL	179	NON HIGH RISK
TRUE	V22488	OBSERVATION CARE		16189	WARMER PATIENT	NONE	3M HEALTHCARE	875	NON HIGH RISK
TRUE	V23221	OBSERVATION CARE		9024	WARMER PATIENT	NONE	3M HEALTHCARE	875	NON HIGH RISK
TRUE	V23222	OBSERVATION CARE		9032	WARMER PATIENT	NONE	3M HEALTHCARE	875	NON HIGH RISK
TRUE	V23190	ASIAN PACIFIC LIVER CENTER		A518885	THERMOMETER INFRARED	NONE	EXERGEN	TEMPORAL SCANNER	NON HIGH RISK
TRUE	V22502	RESPIRATORY THERAPY		3510022934	VENTILATOR	NONE	Nellcor Puritan Bennett	840	CRITICAL - LIFE SUPPORT
TRUE	V21616	RESPIRATORY THERAPY		3510022912	VENTILATOR	NONE	Nellcor Puritan Bennett	840	CRITICAL - LIFE SUPPORT
TRUE	V22513	BIOMEDICAL ENGINEERING		2656	SIMULATOR, MULTIPARAMETER	NONE	PRONK TECHNOLOGIES INC.	SIM SLIM	NON HIGH RISK
TRUE	V22527	CLINICAL LABORATORY SERVICES		2007363	REFRIGERATOR LABORATORY	NONE	HELMER LABS, INC.	HLR245	NON HIGH RISK
TRUE	V23225	OBSERVATION CARE		9038	WARMER PATIENT	NONE	3M HEALTHCARE	875	NON HIGH RISK
TRUE	V23226	OBSERVATION CARE		9030	WARMER PATIENT	NONE	3M HEALTHCARE	875	NON HIGH RISK
TRUE	V22504	BIOMEDICAL ENGINEERING		15791	TESTER ELECTRICAL SAFETY	NONE	BIO-TEK INSTRUMENTS INC	501PRO	NON HIGH RISK
TRUE	V22517	BIOMEDICAL ENGINEERING		1615-1	BATTERY CHARGER	NONE	ZOLL MEDICAL	PD-4420	NON HIGH RISK
TRUE	V23228	OBSERVATION CARE		9027	WARMER PATIENT	NONE	3M HEALTHCARE	875	NON HIGH RISK
TRUE	V23230	OBSERVATION CARE		9029	WARMER PATIENT	NONE	3M HEALTHCARE	875	NON HIGH RISK
TRUE	V23231	OBSERVATION CARE		9026	WARMER PATIENT	NONE	3M HEALTHCARE	875	NON HIGH RISK
TRUE	V22507	BIOMEDICAL ENGINEERING		22690260	TESTER MULTIMETER	NONE	FLUKE BIOMEDICAL	179	NON HIGH RISK
TRUE	V22518	BIOMEDICAL ENGINEERING		P8594332T	ULTRASONIC CLEANER	NONE	L & R MANUFACTURING COMPANY	T-28B	NON HIGH RISK
TRUE	V23511	TRANSITIONAL INPATIENT CARE		SH613260160SA	MONITOR VITAL SIGNS	NONE	GE HEALTHCARE	CARESCAPE DINAMAP V100	NON HIGH RISK
TRUE	V23333	ULTRASONOGRAPHY	11/12/2016	66249-021	STERILIZER	NONE	NANOSPHERE INC	Trophon EPR	NON HIGH RISK
TRUE	V25085	ULTRASONOGRAPHY	11/10/2017	61978WX3	ULTRASOUND TRANSDUCER	NONE	GE HEALTHCARE	4C	NON HIGH RISK
TRUE	V22501	EMERGENCY SERVICES		A146503	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V20682	ULTRASONOGRAPHY		844452YM3	ULTRASOUND TRANSDUCER	NONE	GE HEALTHCARE	10L	NON HIGH RISK
TRUE	V23212	CENTRAL SERVICES AND SUPPLIES		505750	FEEDING PUMP	NONE	COMPAT INC.	COMPAT	NON HIGH RISK
TRUE	V23262	CENTRAL SERVICES AND SUPPLIES		190226	HYPOTHERMIA UNIT	NONE	GAYMAR INDUSTRIES INC	TP650C	NON HIGH RISK
TRUE	V22272	TRANSITIONAL INPATIENT CARE			THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V22925	TRANSITIONAL INPATIENT CARE			THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V23062	TRANSITIONAL INPATIENT CARE			THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V23259	RENAL DIALYSIS		1001651	WATER PURIFICATION REVERSE OSMOSIS	NONE	LAUER MEMBRAN WASSERTECHNIK GMBH	AQUABOSS	NON HIGH RISK
TRUE	V25106	ULTRASONOGRAPHY	9/11/2017	94636WX8	ULTRASOUND TRANSDUCER	NONE	GE HEALTHCARE	4C	NON HIGH RISK
TRUE	30042804	RENAL DIALYSIS		1514	CHAIR, PATIENT TRANSFER	NONE	WYEAST MEDICAL CORP.	TOTALIFT II	NONE
TRUE	V22578	CENTRAL SERVICES AND SUPPLIES		1290-3169L	PACKAGE SEALERS	NONE	RENNCO INC	LS	NONE
TRUE	V25039	CLINICAL LABORATORY SERVICES	7/1/2017	DV370221	ANALYZER CHEMISTRY	NONE	SIEMENS HEALTHCARE DIAGNOSTICS INC	DIMENSION VISTA 500	NON HIGH RISK
TRUE	V21604	BIOMEDICAL ENGINEERING		CS00763	FLOWMETER, BLOOD, ULTRASONIC	NONE	MEDASONICS INC.	CARDIOBEAT	NON HIGH RISK
TRUE	V21629	SURGERY AND RECOVERY SERVICES		07LNCO37	UROFLOWMETER	DOHENY	BARD MEDICAL DIV C R BARD INC	CRITICORE	NON HIGH RISK
TRUE	V22562	SURGERY AND RECOVERY SERVICES		1232	HANDPIECE, DENTAL	DOHENY	W & H	IMPLANTMED HANDPIECE	NONE
TRUE	V23241	SURGERY AND RECOVERY SERVICES		S101A04980	WARMER BLOOD SOLUTION	DOHENY	SMITHS MEDICAL INC	HL90A	NON HIGH RISK
TRUE	V23260	RENAL DIALYSIS		529 39	WATER PURIFICATION REVERSE OSMOSIS	NONE	GE HEALTHCARE	MILLENIUM	NON HIGH RISK
TRUE	30042563	BIOMEDICAL ENGINEERING		6304932-9740024	POWER SUPPLY, LINE VOLTAGE STABILIZATION	NONE	POWERVAR, INC.	ABC200-11WMED	NONE
TRUE	V23234	OBSERVATION CARE		9015	WARMER PATIENT	NONE	3M HEALTHCARE	875	NON HIGH RISK
TRUE	V22907	TRANSITIONAL INPATIENT CARE		A141403	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V23754	TRANSITIONAL INPATIENT CARE		A602416	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V22577	CENTRAL SERVICES AND SUPPLIES		698-181-5783L	PACKAGE SEALERS	NONE	RENNCO INC	LS-18D	NONE
TRUE	V22604	CENTRAL SERVICES AND SUPPLIES		D030882	INFUSION PUMP SYRINGE	NONE	BAXTER HEALTHCARE LTD.	INFUS OR	NON HIGH RISK
TRUE	V23601	PHARMACY	1/30/2017	30021-1835	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire Epidural Infusion Pump	NON HIGH RISK
TRUE	V23600	PHARMACY	1/30/2017	30021-1847	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire Epidural Infusion Pump	NON HIGH RISK
TRUE	V23608	PHARMACY	1/30/2017	30021-1926	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire Epidural Infusion Pump	NON HIGH RISK
TRUE	V23606	PHARMACY	1/30/2017	30021-1954	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire Epidural Infusion Pump	NON HIGH RISK

TRUE	30042551	BIOMEDICAL ENGINEERING	A124479	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	30042783	CENTRAL SERVICES AND SUPPLIES	FIR77480	MATTRESS SYSTEM, LOW-AIR-LOSS	NONE	KCI MEDICAL	40525C	NON HIGH RISK
TRUE	V22583	SURGERY AND RECOVERY SERVICES	T4329C	HYDROCOLLATOR	NONE	CHATTANOOGA CORP	E-1	NONE
TRUE	V23598	PHARMACY	1/30/2017 30021-1963	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire Epidural Infusion Pump	NON HIGH RISK
TRUE	V23610	PHARMACY	1/30/2017 30021-2017	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire Epidural Infusion Pump	NON HIGH RISK
TRUE	V23611	SURGERY AND RECOVERY SERVICES	1/30/2017 30015-5144	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire	NON HIGH RISK
TRUE	V23593	SURGERY AND RECOVERY SERVICES	1/30/2017 30015-5212	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire	NON HIGH RISK
TRUE	V23625	SURGERY AND RECOVERY SERVICES	1/30/2017 30016-7864	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire	NON HIGH RISK
TRUE	V23627	SURGERY AND RECOVERY SERVICES	1/30/2017 30016-9375	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire	NON HIGH RISK
TRUE	V23613	SURGERY AND RECOVERY SERVICES	1/30/2017 30017-1846	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire	NON HIGH RISK
TRUE	V23621	SURGERY AND RECOVERY SERVICES	1/30/2017 30017-3071	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire	NON HIGH RISK
TRUE	V23595	SURGERY AND RECOVERY SERVICES	1/30/2017 30017-5095	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire	NON HIGH RISK
TRUE	V23615	SURGERY AND RECOVERY SERVICES	1/30/2017 30017-5293	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire	NON HIGH RISK
TRUE	V23622	SURGERY AND RECOVERY SERVICES	1/30/2017 30017-5566	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire	NON HIGH RISK
TRUE	V23635	SURGERY AND RECOVERY SERVICES	1/30/2017 30017-5796	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire	NON HIGH RISK
TRUE	V23632	SURGERY AND RECOVERY SERVICES	1/30/2017 30017-6450	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire	NON HIGH RISK
TRUE	V23623	SURGERY AND RECOVERY SERVICES	1/30/2017 30017-6477	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire	NON HIGH RISK
TRUE	V23594	SURGERY AND RECOVERY SERVICES	1/30/2017 30017-7239	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire	NON HIGH RISK
TRUE	V23235	OBSERVATION CARE	9018	WARMER PATIENT	NONE	3M HEALTHCARE	875	NON HIGH RISK
TRUE	V22515	OBSERVATION CARE	41933	WARMER PATIENT	NONE	3M HEALTHCARE	875	NON HIGH RISK
TRUE	V22516	OBSERVATION CARE	25668	WARMER PATIENT	NONE	3M HEALTHCARE	875	NON HIGH RISK
TRUE	V22626	RADIOLOGY DIAGNOSTIC	5405081-0620428	UPS	NONE	POWERVAR, INC.	ABCE500-11IEC	NON HIGH RISK
TRUE	V22575	CARDIAC CATHETERIZATION SERVICES	AU3A0715007272	MONITOR LCD	NONE	PHILIPS MEDICAL SYSTEMS	HNB7190T	NON HIGH RISK
TRUE	V22519	BIOMEDICAL ENGINEERING	G35I	COMPRESSOR, MEDICAL AIR	NONE	TIMETER INSTRUMENT	AIRDYNE 3800	NONE
TRUE	V22571	RESPIRATORY THERAPY	F18F	COMPRESSOR, MEDICAL AIR	NONE	TIMETER INSTRUMENT	AIRDYNE 2000	NONE
TRUE	V25038	CLINICAL LABORATORY SERVICES	2041361	REFRIGERATOR LABORATORY	NONE	HELMER LABS, INC.	HLR245	NON HIGH RISK
TRUE	V25041	CLINICAL LABORATORY SERVICES	7/1/2017 10061941611	UPS	NONE	Alpha Technologies	017-751-402.001 Pinnacle Plus 6000T	NON HIGH RISK
TRUE	V23721	CLINICAL LABORATORY SERVICES	121980413	UPS	NONE	ONEAC CORP	404	NON HIGH RISK
TRUE	V23634	SURGERY AND RECOVERY SERVICES	1/30/2017 30018-3084	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire	NON HIGH RISK
TRUE	V23624	SURGERY AND RECOVERY SERVICES	1/30/2017 30018-3478	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire	NON HIGH RISK
TRUE	V23603	PHARMACY	1/30/2017 30021-2167	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire Epidural Infusion Pump	NON HIGH RISK
TRUE	V23682	PHARMACY	20117011006	REFRIGERATOR/FREEZER, STANDARD	NONE	SUMMIT APPLIANCES	ACCUCOLD-FF5IIL	NONE
TRUE	V23668	PHARMACY	20170011186	REFRIGERATOR/FREEZER, STANDARD	NONE	SUMMIT APPLIANCES	ACCUCOLD-FF5IIL	NONE
TRUE	V23685	PHARMACY	20170011000	REFRIGERATOR/FREEZER, STANDARD	NONE	SUMMIT APPLIANCES	ACCUCOLD-FF5IIL	NONE
TRUE	V23684	PHARMACY	20170011005	REFRIGERATOR/FREEZER, STANDARD	NONE	SUMMIT APPLIANCES	ACCUCOLD-FF5IIL	NONE
TRUE	V23681	PHARMACY	20170111	REFRIGERATOR/FREEZER, STANDARD	NONE	SUMMIT APPLIANCES	ACCUCOLD-FF5IIL	NONE
TRUE	V23667	PHARMACY	20170111162	REFRIGERATOR/FREEZER, STANDARD	NONE	SUMMIT APPLIANCES	ACCUCOLD-FF5IIL	NONE
TRUE	V23670	PHARMACY	20170111167	REFRIGERATOR/FREEZER, STANDARD	NONE	SUMMIT APPLIANCES	ACCUCOLD-FF5IIL	NONE
TRUE	V23671	PHARMACY	20170111176	REFRIGERATOR/FREEZER, STANDARD	NONE	SUMMIT APPLIANCES	ACCUCOLD-FF5IIL	NONE
TRUE	V23679	PHARMACY	20170111181	REFRIGERATOR/FREEZER, STANDARD	NONE	SUMMIT APPLIANCES	ACCUCOLD-FF5IIL	NONE
TRUE	V23688	PHARMACY	20170111185	REFRIGERATOR/FREEZER, STANDARD	NONE	SUMMIT APPLIANCES	ACCUCOLD-FF5IIL	NONE
TRUE	V23412	RENAL DIALYSIS	7K0S113422	HEMODIALYSIS UNIT	NONE	FRESENIUS MEDICAL NORTH AMERICA	2008K	NON HIGH RISK
TRUE	V22599	PULMONARY FUNCTION SERVICES	5408003-0420016	UPS	NONE	POWERVAR, INC.	ABCE800-11	NON HIGH RISK
TRUE	V20345	RADIOLOGY DIAGNOSTIC	12945	DI RAD FLOURO	NONE	SIEMENS MEDICAL	POLYDOROS LX 50	NON HIGH RISK
TRUE	V22587	RADIOLOGY DIAGNOSTIC	131008000018	PACS WORKSTATION	NONE	RADLINK INC	VIEW WORKS	NON HIGH RISK
TRUE	30043506	NUCLEAR MEDICINE	NSN30043506	UPS	NONE	APC (AMERICAN POWER CONVERSION)	BACK-UPS CS500	NON HIGH RISK
TRUE	V22624	CENTRAL SERVICES AND SUPPLIES	V22624*	EXERCISER, CONTINUOUS PASSIVE MOTION, LOWER LIMB	NONE	DANNINGER MEDICAL	DANNIFLEX 400I	NONE
TRUE	V23540	PHARMACY	1/30/2017 30021-2186	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire Epidural Infusion Pump	NON HIGH RISK
TRUE	V23607	PHARMACY	1/30/2017 30021-2283	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire Epidural Infusion Pump	NON HIGH RISK
TRUE	V23609	PHARMACY	1/30/2017 30021-2437	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire Epidural Infusion Pump	NON HIGH RISK
TRUE	V23633	SURGERY AND RECOVERY SERVICES	1/30/2017 30018-3535	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire	NON HIGH RISK
TRUE	V22559	SURGERY AND RECOVERY SERVICES	9915AY00M749800001	UPS	DOHENY	TRIPP-LITE	OMNISMART 350HG	NON HIGH RISK
TRUE	V22530	SURGERY AND RECOVERY SERVICES	12987A	ELECTROSURGICAL UNIT	DOHENY	VALLEYLAB INC.	FORCE FXC	NON HIGH RISK
TRUE	V22628	CLINICAL LABORATORY SERVICES	F81789	ANALYZER, LABORATORY, MICROBIOLOGY, BLOOD CULTURE, AUTOMATED	NONE	BECTON DICKINSON MICROBIOLOGY	BACTEC FX - BOTTOM	NON HIGH RISK
TRUE	V23757	PHYSICAL THERAPY	nsf	TREADMILL	NONE	PRECOR, INC.	945I	NONE
TRUE	V20323	RADIOLOGY DIAGNOSTIC	K527-2337	LASER IMAGER	NONE	CARESTREAM HEALTH, INC.	DRYVIEW 5850	NON HIGH RISK
TRUE	V23255	OBSERVATION CARE	37206	WARMER PATIENT	NONE	3M HEALTHCARE	875	NON HIGH RISK
TRUE	V22631	RADIOLOGY DIAGNOSTIC	951294	EXAM LIGHT CEILING MOUNTED	NONE	SKYTRON DIV THE KMW GROUP	HA60AR	NONE
TRUE	V23411	RADIOLOGY DIAGNOSTIC	1002268	WATER PURIFICATION REVERSE OSMOSIS	NONE	LAUER MEMBRAN WASSERTECHNIK GMBH	AQUABOSS	NON HIGH RISK
TRUE	V21738	GASTROINTESTINAL SERVICES	B1513	ELECTROSURGICAL UNIT ARGON	NONE	ERBE USA INC	APC-300	NON HIGH RISK
TRUE	V23378	PHYSICAL THERAPY	10/3/2016 15863	ULTRASOUND THERAPEUTIC	NONE	CHATTANOOGA CORP	70002	NON HIGH RISK
TRUE	V23379	PHYSICAL THERAPY	10/3/2016 15801	ULTRASOUND THERAPEUTIC	NONE	CHATTANOOGA CORP	7002	NON HIGH RISK
TRUE	V25082	PHYSICAL THERAPY	5/11/2016 110648/2016K	STIMULATOR NEUROMUSCULAR	NONE	BioMedical Life Systems	Micro Plus	NON HIGH RISK
TRUE	V20327	CENTRAL SERVICES AND SUPPLIES	D40D54	PUMP, CIRCULATING-FLUID, LOCALIZED HEATING	NONE	GAYMAR INDUSTRIES INC	TP500	NONE
TRUE	V20315	CARDIAC CATHETERIZATION SERVICES	101950004001	ULTRASOUND CARDIAC	NONE	VOLCANO CORP	VOLCANO S5	NON HIGH RISK
TRUE	V20343	CENTRAL SERVICES AND SUPPLIES	D40E16	PUMP, CIRCULATING-FLUID, LOCALIZED HEATING	NONE	GAYMAR INDUSTRIES INC	TP500	NONE
TRUE	V23669	PHARMACY	201701195	REFRIGERATOR/FREEZER, STANDARD	NONE	SUMMIT APPLIANCES	ACCUCOLD-FF5IIL	NONE
TRUE	V23680	PHARMACY	201711190	REFRIGERATOR/FREEZER, STANDARD	NONE	SUMMIT APPLIANCES	ACCUCOLD-FF5IIL	NONE
TRUE	V20358	CARDIAC CATHETERIZATION SERVICES	AU3A0715007266	MONITOR LCD	NONE	PHILIPS MEDICAL SYSTEMS	190B7CB/27	NON HIGH RISK

TRUE	V21745	GASTROINTESTINAL SERVICES		L4J7964L20AC	ELECTROSURGICAL UNIT	NONE	VALLEYLAB INC.	SSE2L	NON HIGH RISK
TRUE	V20369	CARDIAC CATHETERIZATION SERVICES		3Z102353YA	MONITOR LCD	NONE	PHILIPS MEDICAL SYSTEMS	LCD2080UX/BK	NON HIGH RISK
TRUE	V20362	CARDIAC CATHETERIZATION SERVICES		AU3A0715007279	MONITOR LCD	NONE	PHILIPS MEDICAL SYSTEMS	19087CB/27	NON HIGH RISK
TRUE	V20348	CARDIAC CATHETERIZATION SERVICES		914620220	TEST EQUIPMENT	NONE	ST JUDE MEDICAL / CARDIAC RHYTHM	EP WORKMATE SIGNAL CONDITIONER	NONE
TRUE	V21736	CLINICAL LABORATORY SERVICES		12120126	INCUBATOR LABORATORY	NONE	PANASONIC CORP OF AMERICA	MIR-554-PA	NON HIGH RISK
TRUE	V23380	PHYSICAL THERAPY	10/3/2016	11674	ULTRASOUND THERAPEUTIC	NONE	CHATTANOOGA CORP	7004	NON HIGH RISK
TRUE	V20317	RADIOLOGY DIAGNOSTIC		320437	FILM DIGITIZER	NONE	VIDAR SYSTEMS CORP	CADPRO ADVANTAGE	NONE
TRUE	V20376	CANCER TREATMENT CENTER		NSNSVMC0084	POSITIONING AID, RADIOGRAPHIC/RADIOTHERAPEUTIC	NONE	NOMOS	BAT SXI	NONE
TRUE	V20401	CARDIAC CATHETERIZATION SERVICES		MX0243114760548KAD0X	MONITOR LCD	NONE	DELL COMPUTERS	1703FPS	NON HIGH RISK
TRUE	V20356	RADIOLOGY DIAGNOSTIC		56221655	PACS PLATE READER	NONE	FUJIFILM MEDICAL SYSTEMS USA	FCR XGS000	NON HIGH RISK
TRUE	V23734	PHYSICAL THERAPY	5/22/2017	T3087	COOLING UNIT, THERAPY PACK	NONE	CHATTANOOGA CORP	3102	NONE
TRUE	V20322	RADIOLOGY DIAGNOSTIC		361487	FILM DIGITIZER	NONE	VIDAR SYSTEMS CORP	DIAGNOSTIC PRO ADVANTAGE	NONE
TRUE	V22582	MEDICAL/SURGICAL INTENSIVE CARE		H7H84002G	MODULE MULTIPARAMETER	DOHENY	GE HEALTHCARE	TRAM 450SL	NON HIGH RISK
TRUE	V22597	SURGERY AND RECOVERY SERVICES		BBJF5090	UROFLOWMETER	DOHENY	BARD MEDICAL DIV C R BARD INC	CRITICORE	NON HIGH RISK
TRUE	V22616	MEDICAL/SURGICAL INTENSIVE CARE		A376510	THERMOMETER INFRARED	DOHENY	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V21747	GASTROINTESTINAL SERVICES		GA112725	PHYSIOLOGICAL MONITORING SYSTEM	NONE	WELCH ALLYN INC	PROPAQ 100 SERIES	NONE
TRUE	V20354	RADIOLOGY DIAGNOSTIC		562322318	IMAGE DIGITIZATION SYSTEM, COMPUTED RADIOGRAPHY	NONE	FUJIFILM MEDICAL SYSTEMS USA	FCR XG-1	NON HIGH RISK
TRUE	V20402	RADIOLOGY DIAGNOSTIC		331068	FILM DIGITIZER	NONE	VIDAR SYSTEMS CORP	DIAGNOSTIC PRO	NONE
TRUE	V2231	CENTRAL PROCESSING	5/4/2006	2144290-EQ2-2	FEEDING PUMP	NONE	ABBOTT LABORATORIES	PATROL	NON HIGH RISK
TRUE	V21752	ASIAN PACIFIC LIVER CENTER		N5N30043972	TABLE EXAM TREATMENT	NONE	RITTER	204	NON HIGH RISK
TRUE	V21753	ASIAN PACIFIC LIVER CENTER		N5N30043971	TABLE EXAM TREATMENT	NONE	RITTER	204	NON HIGH RISK
TRUE	V21744	GASTROINTESTINAL SERVICES		467055	FILTER, AIR	NONE	HONEYWELL INC	63500	NONE
TRUE	V20377	CANCER TREATMENT CENTER		27229	DI CT	NONE	SIEMENS MEDICAL	SOMATOM EMOTION 16	NON HIGH RISK
TRUE	V20414	RADIOLOGY DIAGNOSTIC		2008060321	ANGIOPLASTY SYSTEM, ATHERECTOMY	NONE	CARDIOVASCULAR SYSTEMS	DIAMONDBACK 360	NONE
TRUE	V23714	MAGNETIC RESONANCE IMAGING	4/2/2017	US51902951	MONITOR VITAL SIGNS	NONE	PHILIPS MEDICAL SYSTEMS	IP5	NON HIGH RISK
TRUE	V21746	GASTROINTESTINAL SERVICES		A1495554	FILTER, AIR	NONE	HONEYWELL INC	63500	NONE
TRUE	V20374	RADIOLOGY - POB		37123263	LASER IMAGER	NONE	FUJIFILM MEDICAL SYSTEMS USA	DRYPIX 7000	NON HIGH RISK
TRUE	V20403	RADIOLOGY DIAGNOSTIC		76721705 2007	LASER IMAGER	NONE	FUJIFILM MEDICAL SYSTEMS USA	DRYPIX 2000	NON HIGH RISK
TRUE	V20415	CENTRAL SERVICES AND SUPPLIES		64N07500869J83	PUMP, CIRCULATING FLUID, LOCALIZED HEAT	NONE	BAXTER HEALTHCARE LTD.	KMOD-100	NONE
TRUE	V19190	CENTRAL SERVICES AND SUPPLIES	6/20/2007	40504	EXERCISER, CONTINUOUS PASSIVE MOTION, LOWER LIMB	NONE	DANNINGER MEDICAL	DANNIFLEX 400I	NONE
TRUE	V19191	CENTRAL SERVICES AND SUPPLIES	6/20/2007	14656257	EXERCISER, CONTINUOUS PASSIVE MOTION, LOWER LIMB	NONE	DANNINGER MEDICAL	DANNIFLEX 400I	NONE
TRUE	V19193	CENTRAL SERVICES AND SUPPLIES	6/20/2007	40187	EXERCISER, CONTINUOUS PASSIVE MOTION, LOWER LIMB	NONE	DANNINGER MEDICAL	DANNIFLEX 400I	NONE
TRUE	V20117	CARDIAC CATHETERIZATION SERVICES		D97J12802	DEFIBRILLATOR	NONE	ZOLL MEDICAL	PD-1400	CRITICAL - LIFE SUPPORT
TRUE	V20118	CARDIAC CATHETERIZATION SERVICES		765	DEFIBRILLATOR	NONE	ZOLL MEDICAL	PD-1400	CRITICAL - LIFE SUPPORT
TRUE	V20129	EDUCATION ADMINISTRATIVE OFFICE		D98D14210	DEFIBRILLATOR	NONE	ZOLL MEDICAL	PD-1400	CRITICAL - LIFE SUPPORT
TRUE	V25032	SPINE CLINIC	7/10/2017	V1871155	TABLE EXAM TREATMENT	NONE	MIDMARK CORP	RITTER 222	NON HIGH RISK
TRUE	V20407	RADIOLOGY DIAGNOSTIC		25499	DI RAD FLOURO	NONE	GE HEALTHCARE	PRECISION RXI	NON HIGH RISK
TRUE	V20384	CARDIAC CATHETERIZATION SERVICES		NSNV20384	MONITOR LCD	NONE	PHILIPS MEDICAL SYSTEMS	19086CB/27	NON HIGH RISK
TRUE	V20418	JOINT REPLACEMENT INSTITUTE		M00034364	MONITOR NIBP	NONE	SUNTECH MEDICAL INSTRUMENTS INC	247	NON HIGH RISK
TRUE	V20419	ORTHOPEDIC CLINIC		M00036902	MONITOR NIBP	NONE	SUNTECH MEDICAL INSTRUMENTS INC	247	NON HIGH RISK
TRUE	V20425	JOINT REPLACEMENT INSTITUTE		M0037512	MONITOR NIBP	NONE	SUNTECH MEDICAL INSTRUMENTS INC	247	NON HIGH RISK
TRUE	V20447	EMERGENCY SERVICES		NSNV20447	SPHYGMOMANOMETER, ANEROID	NONE	TYCOS INSTRUMENT, INC.	JEWELL MOVEMENT	NONE
TRUE	V20450	EMERGENCY SERVICES		NSNV20450	SPHYGMOMANOMETER, ANEROID	NONE	TYCOS INSTRUMENT, INC.	JEWELL MOVEMENT	NONE
TRUE	V20452	EMERGENCY SERVICES		NSNV20452	SPHYGMOMANOMETER, ANEROID	NONE	TYCOS INSTRUMENT, INC.	JEWELL MOVEMENT	NONE
TRUE	V20082	RADIOLOGY DIAGNOSTIC		AF11I018304	DEFIBRILLATOR	NONE	ZOLL MEDICAL	R SERIES ALS	CRITICAL - LIFE SUPPORT
TRUE	V20454	EMERGENCY SERVICES		NSNV20454	SPHYGMOMANOMETER, ANEROID	NONE	TYCOS INSTRUMENT, INC.	JEWELL MOVEMENT	NONE
TRUE	V20456	EMERGENCY SERVICES		9307021850	SPHYGMOMANOMETER, ANEROID	NONE	TYCOS INSTRUMENT, INC.	JEWELL MOVEMENT	NONE
TRUE	V20119	RADIOLOGY DIAGNOSTIC		AF11H017428	DEFIBRILLATOR	NONE	ZOLL MEDICAL	R SERIES ALS	CRITICAL - LIFE SUPPORT
TRUE	V20125	EDUCATION ADMINISTRATIVE OFFICE		AF10C0/0056	DEFIBRILLATOR	NONE	ZOLL MEDICAL	R SERIES ALS	CRITICAL - LIFE SUPPORT
TRUE	V22560	SURGERY AND RECOVERY SERVICES		KK001871	SMOKE EVACUATOR	DOHENY	VALLEYLAB INC.	OPTIMUMM	NON HIGH RISK
TRUE	V22569	MEDICAL/SURGICAL INTENSIVE CARE		H7ST0735G	MODULE RACK	DOHENY	GE HEALTHCARE	TRAM-RAC 4A	NON HIGH RISK
TRUE	V20237	SURGERY AND RECOVERY SERVICES		1402019	DETECTOR, DOPPLER, BLOOD FLOW	DOHENY	KOVEN TECHNOLOGY INC	ES-100VX	NONE
TRUE	V20439	CARDIAC CATHETERIZATION SERVICES		H7FB2186G	MONITOR PATIENT	NONE	GE HEALTHCARE	EAGLE 4000	NON HIGH RISK
TRUE	V20442	CARDIAC CATHETERIZATION SERVICES		H7FB2181G	MONITOR PATIENT	NONE	GE HEALTHCARE	EAGLE 4000	NON HIGH RISK
TRUE	V23713	MAGNETIC RESONANCE IMAGING	4/2/2017	US54000830	MONITOR VITAL SIGNS	NONE	PHILIPS MEDICAL SYSTEMS	MR200	NON HIGH RISK
TRUE	V20409	PHARMACY		12-31641-04	REFRIGERATOR	NONE	HOWARD MCCRAY	GR75	NONE
TRUE	V20366	CARDIAC CATHETERIZATION SERVICES		NSNV20366	MONITOR LCD	NONE	PHILIPS MEDICAL SYSTEMS	19087CB/27	NON HIGH RISK
TRUE	V20371	CARDIAC CATHETERIZATION SERVICES		AU3A0715007277	MONITOR LCD	NONE	PHILIPS MEDICAL SYSTEMS	19087CB/27	NON HIGH RISK
TRUE	V20381	CANCER TREATMENT CENTER		197	DI LINEAR ACCELERATORS	NONE	VARIAN	CLINAC 600C	NON HIGH RISK
TRUE	V20379	CANCER TREATMENT CENTER		4939A1150	IMAGE DIGITIZATION SYSTEM, COMPUTED RADIOGRAPHY	NONE	KODAK HEALTH IMAGING	ACR-2000I	NON HIGH RISK
TRUE	V20380	CANCER TREATMENT CENTER		58010393	LASER IMAGER	NONE	CARESTREAM HEALTH, INC.	DRYVIEW 5850	NON HIGH RISK
TRUE	V22279	OBSERVATION CARE		SH6132608615A	MONITOR VITAL SIGNS	NONE	GE HEALTHCARE	CARESCAPE DINAMAP V100	NON HIGH RISK
TRUE	V22281	OBSERVATION CARE		SH613250870SA	MONITOR VITAL SIGNS	NONE	GE HEALTHCARE	CARESCAPE DINAMAP V100	NON HIGH RISK
TRUE	V22319	BIOMEDICAL ENGINEERING		C.85199	THERMOMETER INFRARED	NONE	TENMA	72-6700	NON HIGH RISK
TRUE	V19941	EMERGENCY SERVICES		KA021454	MONITOR TRANSPORT	NONE	WELCH ALLYN INC	PROPAQ LT	NON HIGH RISK
TRUE	V22330	RESPIRATORY THERAPY		91988638	VENTILATOR	NONE	BIRD PRODUCTS / VIASYS HEALTHCARE	MARK7	CRITICAL - LIFE SUPPORT
TRUE	V22314	BIOMEDICAL ENGINEERING		121588006	PHOTOTACHOMETER	NONE	AMETEK	1893	NONE
TRUE	V22315	BIOMEDICAL ENGINEERING		110166	TESTER SPO2	NONE	BIO-TEK INSTRUMENTS INC	INDEX	NON HIGH RISK
TRUE	V22355	ASIAN PACIFIC LIVER CENTER		10537	PRINTER VIDEO	NONE	SONY ELECTRONICS / MEDICAL SYSTEMS	UP-5600MD	NON HIGH RISK

TRUE	V22291	CLINICAL LABORATORY SERVICES		NP5813504890033	REFRIGERATOR	NONE	DAYTON	5NTW6A	NONE
TRUE	V21954	OBSERVATION CARE		A321797	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V21955	OBSERVATION CARE		A328332	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V21010	SURGERY AND RECOVERY SERVICES		72547493OC	MONITOR LCD	DOHENY	ELO TOUCHSYSTEMS, INC.	ET1526L	NON HIGH RISK
TRUE	V21039	SURGERY AND RECOVERY SERVICES		NSNV21039	TRANSFORMER, VARIABLE	DOHENY	FURMAN SOUND	PL-8	NONE
TRUE	V21017	SURGERY AND RECOVERY SERVICES		NSNV21017	SWITCH/HUBS/BRIDGES/ROUTERS, NETWORK	DOHENY	ADTRAN	ATLAS 550	NONE
TRUE	V21054	SURGERY AND RECOVERY SERVICES		4209336	MODULE RACK	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	F-CU8-10-VG2	NON HIGH RISK
TRUE	V21959	RECOVERY ROOM SERVICE		A314979	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V22342	RESPIRATORY THERAPY		611110007	NEBULIZER, HEATED	NONE	HUDSON RESPIRATORY CARE, INC.	AQUATHERM III (050-14)	NON HIGH RISK
TRUE	V22352	RADIOLOGY DIAGNOSTIC		NSN30042814	LIGHT SURGICAL	NONE	MAVIG	MACH 130F	NON HIGH RISK
TRUE	V22388	CARDIAC CATHETERIZATION SERVICES		413997001	WARMING UNIT, MULTIPURPOSE	NONE	STERIS CORP.	QDJ04	NONE
TRUE	V19930	RADIOLOGY DIAGNOSTIC		70773	DENSITOMETER, BONE, X-RAY, DUAL-ENERGY ABSORPTIOMETERY	NONE	HOLOGIC, INC.	DELPHI-C	NONE
TRUE	V21095	CENTRAL SERVICES AND SUPPLIES		01 945 7052	EXERCISER, CONTINUOUS PASSIVE MOTION, LOWER LIMB	NONE	DANNINGER MEDICAL	DANNIFLEX 400I	NONE
TRUE	V22350	CARDIAC CATHETERIZATION SERVICES		426897084	WARMER CABINET	NONE	STERIS CORP.	QDJ03	NON HIGH RISK
TRUE	V21057	SURGERY AND RECOVERY SERVICES		70404002	MICROSCOPE LIGHT OPERATING	DOHENY	LEICA MICROSYSTEMS, INC.	M400E	NON HIGH RISK
TRUE	V22375	SURGERY AND RECOVERY SERVICES		AETM15049	ANESTHESIA VAPORIZER	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	TEC 6	NON HIGH RISK
TRUE	V21355	SURGERY AND RECOVERY SERVICES		290304013	MICROSCOPE LIGHT OPERATING	DOHENY	LEICA MICROSYSTEMS, INC.	M400E	NON HIGH RISK
TRUE	V21067	SURGERY AND RECOVERY SERVICES		E1DJ0177G	MONITOR PATIENT	DOHENY	GE HEALTHCARE	DASH 3000	NON HIGH RISK
TRUE	V22397	EMERGENCY SERVICES		10841	LAMP, UV, EXAM	NONE	BURTON MEDICAL PRODUCTS CORP	31603	NONE
TRUE	V22371	MEDICAL/SURGICAL INTENSIVE CARE		AAB04210798GA	MONITOR PATIENT	DOHENY	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V21353	SURGERY AND RECOVERY SERVICES		ETLBZ0816820108357420	MONITOR LCD	DOHENY	ACER/ACROS	V193	NON HIGH RISK
TRUE	V22365	CARDIAC CATHETERIZATION SERVICES		CB06850	FLOWMETER, BLOOD, ULTRASONIC	NONE	MEDASONICS INC.	CARDIOBEAT	NON HIGH RISK
TRUE	V22366	CARDIAC CATHETERIZATION SERVICES		CB06867	FLOWMETER, BLOOD, ULTRASONIC	NONE	MEDASONICS INC.	CARDIOBEAT	NON HIGH RISK
TRUE	V22406	CLINICAL LABORATORY SERVICES		56401	TIMER	NONE	M. H. RHODES, INC	V22406	NON HIGH RISK
TRUE	V22422	CENTRAL SERVICES AND SUPPLIES		D40E05	HYPOTHERMIA UNIT	NONE	GAYMAR INDUSTRIES INC	T PUMP	NON HIGH RISK
TRUE	V21369	SURGERY AND RECOVERY SERVICES		PSD060801380	MONITOR LCD	DOHENY	VIEWSONIC CORPORATION	VP2130B	NON HIGH RISK
TRUE	V19309	SURGERY AND RECOVERY SERVICES	9/6/2007	AF07G001698	DEFIBRILLATOR	DOHENY	ZOLL MEDICAL	R SERIES ALS	CRITICAL - LIFE SUPPORT
TRUE	V21016	SURGERY AND RECOVERY SERVICES		105VXRAA041A	EQUIPMENT, AUDIO/VISUAL	DOHENY	MACAN ENGINEERING COMPANY	MA23VX	NONE
TRUE	V22394	SURGERY AND RECOVERY SERVICES		M0005PN0461222	MONITOR LCD	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	D-LCC15	NON HIGH RISK
TRUE	V18288	CARDIAC CATH SERVICES			BATTERY CHARGER	NONE	3M HEALTHCARE	9662	NON HIGH RISK
TRUE	V21986	CARDIAC CATHETERIZATION SERVICES		8003477	ANALYZER COAGULATION AUTOMATED	NONE	MEDTRONIC PERFUSION SYSTEMS	ACT II	NON HIGH RISK
TRUE	V21987	CARDIAC CATHETERIZATION SERVICES		8003476	ANALYZER COAGULATION AUTOMATED	NONE	MEDTRONIC PERFUSION SYSTEMS	ACT II	NON HIGH RISK
TRUE	V21059	SURGERY AND RECOVERY SERVICES		Z0190167	MONITOR LCD	DOHENY	ELO TOUCHSYSTEMS, INC.	ET1526L	NON HIGH RISK
TRUE	V22357	MEDICAL/SURGICAL INTENSIVE CARE		BS015059	DOPPLER, ULTRASONIC, DIAGNOSTIC	DOHENY	MEDASONICS INC.	BF4B	NONE
TRUE	V21061	SURGERY AND RECOVERY SERVICES		434890028	LIGHT SURGICAL	DOHENY	STERIS CORP.	POLARIS	NON HIGH RISK
TRUE	V21063	MEDICAL/SURGICAL INTENSIVE CARE		A142036	THERMOMETER INFRARED	DOHENY	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V21102	SURGERY AND RECOVERY SERVICES		NSNV21102	LIGHT SURGICAL	DOHENY	STERIS CORP.	POLARIS	NON HIGH RISK
TRUE	V21107	SURGERY AND RECOVERY SERVICES		Z0190164	MONITOR LCD	DOHENY	ELO TOUCHSYSTEMS, INC.	ET1526L	NON HIGH RISK
TRUE	V21374	SURGERY AND RECOVERY SERVICES		Z0190166	MONITOR LCD	DOHENY	ELO TOUCHSYSTEMS, INC.	ET1526L	NON HIGH RISK
TRUE	V22323	BIOMEDICAL ENGINEERING		533006	THERMOMETER	NONE	EUTECH INSTRUMENTS	DIGI-SENSE TYPE K	NON HIGH RISK
TRUE	V22377	RESPIRATORY THERAPY		144-1448	MONITOR SPO2	NONE	NOVAMETRIX MEDICAL SYSTEMS INC	2001	NON HIGH RISK
TRUE	V22425	OBSERVATION CARE		A367970	THERMOMETER INFRARED	NONE	EXERGEN	TAT 5000	NON HIGH RISK
TRUE	V21113	SURGERY AND RECOVERY SERVICES		4256673	MODULE, ANESTHETIC GAS	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	M-CAIO-03	NON HIGH RISK
TRUE	V21351	SURGERY AND RECOVERY SERVICES		20127	CONTROLLER/POWER SUPPLY,CAMERA	DOHENY	SONY ELECTRONICS / MEDICAL SYSTEMS	CMA-D2	NONE
TRUE	V21372	SURGERY AND RECOVERY SERVICES		101180	CAMERA, MICROSCOPE	DOHENY	SONY ELECTRONICS / MEDICAL SYSTEMS	DXC-C33	NONE
TRUE	V21058	SURGERY AND RECOVERY SERVICES		101187	CAMERA, MICROSCOPE	DOHENY	SONY ELECTRONICS / MEDICAL SYSTEMS	DXC-C33	NONE
TRUE	V22403	CARDIAC CATHETERIZATION SERVICES		8003478	ANALYZER COAGULATION AUTOMATED	NONE	MEDTRONIC PERFUSION SYSTEMS	ACT II	NON HIGH RISK
TRUE	V22404	CARDIAC CATHETERIZATION SERVICES		8002276	ANALYZER COAGULATION AUTOMATED	NONE	MEDTRONIC PERFUSION SYSTEMS	ACT II	NON HIGH RISK
TRUE	V21389	EDUCATION ADMINISTRATIVE OFFICE		D99F16379	DEFIBRILLATOR	NONE	ZOLL MEDICAL	PD-1400	CRITICAL - LIFE SUPPORT
TRUE	V21377	EDUCATION ADMINISTRATIVE OFFICE		NSNV21377	SIMULATOR, MULTIPARAMETER	NONE	LAERDAL MEDICAL CORPORATION	VITALSIM VITAL SIGNS SIMULATOR	NON HIGH RISK
TRUE	V21379	EDUCATION ADMINISTRATIVE OFFICE		NSNV21379	SIMULATOR, MULTIPARAMETER	NONE	LAERDAL MEDICAL CORPORATION	VITALSIM VITAL SIGNS SIMULATOR	NON HIGH RISK
TRUE	V22224	PATHOLOGICAL LABORATORY SERVICES		5AD4434	MICROSCOPE LIGHT LABORATORY	NONE	OLYMPUS AMERICA, INC.	BX60F-3	NON HIGH RISK
TRUE	V21114	SURGERY AND RECOVERY SERVICES		4211430	MODULE BISPECTRAL INDEX (BIS)	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	M-NMT-02	NON HIGH RISK
TRUE	V21125	SURGERY AND RECOVERY SERVICES		4761225	MODULE, ANESTHETIC GAS	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	M-CAIOV-03	NON HIGH RISK
TRUE	V21068	SURGERY AND RECOVERY SERVICES		E1DJ0511G	MONITOR PATIENT	DOHENY	GE HEALTHCARE	DASH 3000	NON HIGH RISK
TRUE	V21055	SURGERY AND RECOVERY SERVICES		9915AY00M749800021	UPS	DOHENY	TRIPP-LITE	OMNISMART 350HG	NON HIGH RISK
TRUE	V22395	SURGERY AND RECOVERY SERVICES		V22395*	MONITOR LCD	DOHENY	NEC CORP OF AMERICA INC	LCD3210BK	NON HIGH RISK
TRUE	V22415	SURGERY AND RECOVERY SERVICES		407-358-0015	TEMPERATURE MONITOR, ELECTRONIC	DOHENY	SUPCO	CRTH2	NONE
TRUE	V22363	CARDIOLOGY SERVICES		453561176742O2JM1N	ULTRASOUND TRANSDUCER	NONE	PHILIPS MEDICAL SYSTEMS	S5-1	NON HIGH RISK
TRUE	V22399	CARDIAC CATHETERIZATION SERVICES		5352	MONITOR SPO2 IN-VITRO	NONE	INTERNATIONAL TECHNIDYNE	AVOXIMETER 1000 E	NON HIGH RISK
TRUE	V21380	EDUCATION ADMINISTRATIVE OFFICE		NSN5VMC0569	SIMULATOR, MULTIPARAMETER	NONE	LAERDAL MEDICAL CORPORATION	VITALSIM VITAL SIGNS SIMULATOR	NON HIGH RISK
TRUE	V22381	EMERGENCY SERVICES		AAB04233792GA	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V22384	EMERGENCY SERVICES		AAB04231075GA	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V22364	CARDIAC CATHETERIZATION SERVICES		H97F03470	TESTER BATTERY	NONE	ZOLL MEDICAL	BASE POWERCHARGER 4X4	NON HIGH RISK
TRUE	V22297	EMERGENCY SERVICES		WK1W9D	ULTRASOUND POINT OF CARE	NONE	SONOSITE INC	M TURBO	NON HIGH RISK
TRUE	V22380	EMERGENCY SERVICES		12041	OPHTHALMOSCOPE/OTOSCOPE	NONE	WELCH ALLYN INC	7110A	NON HIGH RISK
TRUE	V22401	CARDIAC CATHETERIZATION SERVICES		5351	MONITOR SPO2 IN-VITRO	NONE	INTERNATIONAL TECHNIDYNE	AVOXIMETER 1000 E	NON HIGH RISK
TRUE	V22409	EMERGENCY SERVICES		SDV13366671GA	CENTRAL STATION	NONE	GE HEALTHCARE	CIC PRO V5.1	NON HIGH RISK
TRUE	V22407	CLINICAL LABORATORY SERVICES		4474	TIMER	NONE	BAXTER HEALTHCARE LTD.	C6541	NON HIGH RISK

TRUE	V21387	EDUCATION ADMINISTRATIVE OFFICE		RAPC08069	RESUSCITATOR, CARDIOPULMONARY	NONE	ZOLL MEDICAL	AUTOPULSE	NONE
TRUE	V21115	SURGERY AND RECOVERY SERVICES		4147340	MODULE PRINTER	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	M-REC..3.	NON HIGH RISK
TRUE	V21117	SURGERY AND RECOVERY SERVICES		M005PN0220048	MONITOR LCD	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	D-LCC15	NON HIGH RISK
TRUE	V21128	SURGERY AND RECOVERY SERVICES		D030973	INFUSION PUMP SYRINGE	DOHENY	BAXTER HEALTHCARE LTD.	INFUS OR	NON HIGH RISK
TRUE	V21042	SURGERY AND RECOVERY SERVICES		A00Y321E16631	SWITCH/HUBS/BRIDGES/ROUTERS, NETWORK	DOHENY	EXTRON ELECTRONICS	CROSSPOINT 450 PLUS	NONE
TRUE	V22410	EMERGENCY SERVICES		DTN121G0691	MONITOR LCD	NONE	GE HEALTHCARE	USE1911A	NON HIGH RISK
TRUE	V22851	CARDIAC CATHETERIZATION SERVICES		1904962	PRINTER	NONE	GE HEALTHCARE	PRN 50-M	NON HIGH RISK
TRUE	V22853	EMERGENCY SERVICES		SHQ150830375A	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V22855	EMERGENCY SERVICES		SHQ145023885A	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V22847	CARDIAC CATHETERIZATION SERVICES		SJA14519041HA	MONITOR PATIENT	NONE	GE HEALTHCARE	CARESCAPE B450	NON HIGH RISK
TRUE	V22849	CARDIAC CATHETERIZATION SERVICES		DTO 391I0566	MONITOR LCD	NONE	GE HEALTHCARE	USE1903A	NON HIGH RISK
TRUE	V22850	CARDIAC CATHETERIZATION SERVICES		SDY14312061GR	CENTRAL STATION	NONE	GE HEALTHCARE	CIC PRO V5.1	NON HIGH RISK
TRUE	V22858	CARDIAC CATHETERIZATION SERVICES		SJA14519046HA	MONITOR PATIENT	NONE	GE HEALTHCARE	CARESCAPE B450	NON HIGH RISK
TRUE	V22386	EMERGENCY SERVICES		P58177-G8	MONITOR TRANSPORT	NONE	DATASCOPE CORP.	PASSPORT	NON HIGH RISK
TRUE	V22862	CARDIAC CATHETERIZATION SERVICES		SJA14519048HA	MONITOR PATIENT	NONE	GE HEALTHCARE	CARESCAPE B450	NON HIGH RISK
TRUE	V23618	SURGERY AND RECOVERY SERVICES	1/30/2017	30018-3799	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire	NON HIGH RISK
TRUE	V23541	SURGERY AND RECOVERY SERVICES	1/30/2017	30018-4318	INFUSION PUMP PCA	NONE	QCore Medical	Sapphire	NON HIGH RISK
TRUE	V21385	EDUCATION ADMINISTRATIVE OFFICE		S7200	MODULE ECG	NONE	Marquette	S-7200	NON HIGH RISK
TRUE	V22379	EMERGENCY SERVICES		PG22826-F1	MONITOR TRANSPORT	NONE	DATASCOPE CORP.	PASSPORT XG	NON HIGH RISK
TRUE	V21973	BIOMEDICAL ENGINEERING		31660	TESTER ANESTHETIC GAS	NONE	RIKEN KEIKI	1802D	NON HIGH RISK
TRUE	V21974	BIOMEDICAL ENGINEERING		31783	TESTER ANESTHETIC GAS	NONE	RIKEN KEIKI	1802D	NON HIGH RISK
TRUE	V21101	SURGERY AND RECOVERY SERVICES		V21101*	MONITOR LCD	DOHENY	NEC CORP OF AMERICA INC	LCD9210BK	NON HIGH RISK
TRUE	V21122	SURGERY AND RECOVERY SERVICES		13001A	ELECTROSURGICAL UNIT	DOHENY	VALLEYLAB INC.	FORCE FXC	NON HIGH RISK
TRUE	V21123	SURGERY AND RECOVERY SERVICES		4174849	MODULE RACK	DOHENY	DATEX-OHMEDA INC DIV GE HEALTHCARE	F-CU8-10-VG2	NON HIGH RISK
TRUE	V21375	EDUCATION ADMINISTRATIVE OFFICE		L8HBB096G	MODULE MULTIPARAMETER	NONE	GE HEALTHCARE	TRAM 450SL	NON HIGH RISK
TRUE	V21378	EDUCATION ADMINISTRATIVE OFFICE		A807040003	MONITOR SPO2	NONE	BCI INTERNATIONAL	3301	NON HIGH RISK
TRUE	V22846	CARDIAC CATHETERIZATION SERVICES		SA31503719GA	MODULE MULTIPARAMETER	NONE	GE HEALTHCARE	CARESCAPE PDM 2016793-003	NON HIGH RISK
TRUE	V22857	CARDIAC CATHETERIZATION SERVICES		SA315037139GA	MODULE MULTIPARAMETER	NONE	GE HEALTHCARE	CARESCAPE PDM 2016793-003	NON HIGH RISK
TRUE	V22859	CARDIAC CATHETERIZATION SERVICES		SA315037199GA	MODULE MULTIPARAMETER	NONE	GE HEALTHCARE	CARESCAPE PDM 2016793-003	NON HIGH RISK
TRUE	V22863	CARDIAC CATHETERIZATION SERVICES		SA315037198GA	MODULE MULTIPARAMETER	NONE	GE HEALTHCARE	CARESCAPE PDM 2016793-003	NON HIGH RISK
TRUE	V22865	RECOVERY ROOM SERVICE		SA313105804GR	MODULE MULTIPARAMETER	NONE	GE HEALTHCARE	CARESCAPE PDM 2016793-003	NON HIGH RISK
TRUE	V22867	RECOVERY ROOM SERVICE		SA313420060GR	MODULE MULTIPARAMETER	NONE	GE HEALTHCARE	CARESCAPE PDM 2016793-003	NON HIGH RISK
TRUE	V22869	RECOVERY ROOM SERVICE		SA313105870GR	MODULE MULTIPARAMETER	NONE	GE HEALTHCARE	CARESCAPE PDM 2016793-003	NON HIGH RISK
TRUE	V21381	RESPIRATORY THERAPY		NSNV21381	MONITOR SPO2	NONE	NOVAMETRIX MEDICAL SYSTEMS INC	2001	NON HIGH RISK
TRUE	V21452	CLINICAL LABORATORY SERVICES		3192N011	ROTATOR	NONE	ADAMS	1105	NON HIGH RISK
TRUE	V22844	EMERGENCY SERVICES		VT34054	MONITOR EEG	NONE	COVIDIEN VALLEYLAB DIV COVIDIEN (US)	BIS VISTA BILATERAL	NON HIGH RISK
TRUE	V22843	EMERGENCY SERVICES		AT14L002417	BATTERY CHARGER	NONE	ZOLL MEDICAL	SUREPOWER	NON HIGH RISK
TRUE	V22873	RECOVERY ROOM SERVICE		SA3131095495GR	MODULE MULTIPARAMETER	NONE	GE HEALTHCARE	CARESCAPE PDM 2016793-003	NON HIGH RISK
TRUE	V22876	CARDIAC CATHETERIZATION SERVICES		SA315037210GA	MODULE MULTIPARAMETER	NONE	GE HEALTHCARE	CARESCAPE PDM 2016793-003	NON HIGH RISK
TRUE	V22868	RECOVERY ROOM SERVICE		SJA14507692HA	MONITOR PATIENT	NONE	GE HEALTHCARE	CARESCAPE B450	NON HIGH RISK
TRUE	V22874	RECOVERY ROOM SERVICE		SJA14507703HA	MONITOR PATIENT	NONE	GE HEALTHCARE	CARESCAPE B450	NON HIGH RISK
TRUE	V22875	CARDIAC CATHETERIZATION SERVICES		SJA14519045HA	MONITOR PATIENT	NONE	GE HEALTHCARE	CARESCAPE B450	NON HIGH RISK
TRUE	V22879	RECOVERY ROOM SERVICE		SJA14507680HA	MONITOR PATIENT	NONE	GE HEALTHCARE	CARESCAPE B450	NON HIGH RISK
TRUE	V22882	RECOVERY ROOM SERVICE		SJA14507679HA	MONITOR PATIENT	NONE	GE HEALTHCARE	CARESCAPE B450	NON HIGH RISK
TRUE	V21439	CANCER TREATMENT CENTER		KF012141	TABLE EXAM TREATMENT	NONE	MIDMARK CORP.	104	NON HIGH RISK
TRUE	V22839	CLINICAL LABORATORY SERVICES		1ML1	HOODS, ISOLATION, LAMINAR AIR FLOW	NONE	LABCONCO CORPORATION	36125-00M	NONE
TRUE	V21443	BLOOD BANK		1638	ROTATOR	NONE	MELCO INC	LPR-3A	NON HIGH RISK
TRUE	V22856	EMERGENCY SERVICES		SHQ145023535A	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V22885	EMERGENCY SERVICES		SHQ145023875A	MONITOR PATIENT	NONE	GE HEALTHCARE	DASH 4000	NON HIGH RISK
TRUE	V22877	CARDIAC CATHETERIZATION SERVICES		SA315037005GA	MODULE MULTIPARAMETER	NONE	GE HEALTHCARE	CARESCAPE PDM 2016793-003	NON HIGH RISK
TRUE	V22881	RECOVERY ROOM SERVICE		SA313095527GR	MODULE MULTIPARAMETER	NONE	GE HEALTHCARE	CARESCAPE PDM 2016793-003	NON HIGH RISK
TRUE	V22884	RECOVERY ROOM SERVICE		SA308176227GR	MODULE MULTIPARAMETER	NONE	GE HEALTHCARE	CARESCAPE PDM 2016793-003	NON HIGH RISK
TRUE	V22909	RENAL DIALYSIS		4T05133791	HEMODIALYSIS UNIT	NONE	FRESENIUS MEDICAL NORTH AMERICA	2008T	NON HIGH RISK
TRUE	V22910	RENAL DIALYSIS		1002910	WATER PURIFICATION REVERSE OSMOSIS	NONE	LAUER MEMBRAN WASSERTECHNIK GMBH	AQUABOSS	NON HIGH RISK
TRUE	V22912	RENAL DIALYSIS		1002916	WATER PURIFICATION REVERSE OSMOSIS	NONE	LAUER MEMBRAN WASSERTECHNIK GMBH	AQUABOSS	NON HIGH RISK
TRUE	V21449	BLOOD BANK		NSNSVMC0071	HEATING BLOCK	NONE	ROECO	2A	NONE
TRUE	V21451	BLOOD BANK		NSNSVMC0072	HEATING BLOCK	NONE	ROECO	2A	NONE
TRUE	V21467	CLINICAL LABORATORY SERVICES		V21467*	MIXER	NONE	VWR SCIENTIFIC	58810-006	NONE
TRUE	V21988	CARDIAC CATHETERIZATION SERVICES		8003479	ANALYZER COAGULATION AUTOMATED	NONE	MEDTRONIC PERFUSION SYSTEMS	ACT II	NON HIGH RISK
TRUE	V21992	CARDIAC CATHETERIZATION SERVICES		11526	PRINTER VIDEO	NONE	SONY ELECTRONICS / MEDICAL SYSTEMS	UP-930	NON HIGH RISK
TRUE	V10820	EDUCATION ADMINISTRATIVE OFFICE	5/11/1999	1521	LCD PROJECTOR	NONE	AGFA HEALTHCARE (US)	315	NONE
TRUE	V22852	CARDIAC CATHETERIZATION SERVICES		VND3F54869	PRINTER	NONE	HEWLETT-PACKARD	LASERJET P3015	NON HIGH RISK
TRUE	V21995	EMPLOYEE HEALTH SERVICES		DA001341	MONITOR TRANSPORT	NONE	WELCH ALLYN INC	PROPAQ ENCORE 202EL	NON HIGH RISK
TRUE	V21996	GASTROINTESTINAL SERVICES		GA105717	MONITOR TRANSPORT	NONE	WELCH ALLYN INC	PROPAQ 242	NON HIGH RISK
TRUE	V22001	RENAL DIALYSIS		1002909	WATER PURIFICATION REVERSE OSMOSIS	NONE	LAUER MEMBRAN WASSERTECHNIK GMBH	AQUABOSS	NON HIGH RISK
TRUE	V22002	RENAL DIALYSIS		1002908	WATER PURIFICATION REVERSE OSMOSIS	NONE	LAUER MEMBRAN WASSERTECHNIK GMBH	AQUABOSS	NON HIGH RISK
TRUE	V21466	CLINICAL LABORATORY SERVICES		25162	MICROSCOPE LIGHT LABORATORY	NONE	NIKON INSTRUMENTS	LABPPHOT2	NON HIGH RISK
TRUE	V21447	BLOOD BANK		V21447*	PACKAGE SEALERS	NONE	SEBRA	1090	NONE
TRUE	V22004	RENAL DIALYSIS		1002852	WATER PURIFICATION REVERSE OSMOSIS	NONE	LAUER MEMBRAN WASSERTECHNIK GMBH	AQUABOSS	NON HIGH RISK

TRUE	V20278	CLINICAL LABORATORY SERVICES		4488C203302	SLIDE STAINER	NONE	SIEMENS HEALTHCARE DIAGNOSTICS INC	HEMATEK 4488C	NON HIGH RISK
TRUE	V21994	CARDIAC CATHETERIZATION SERVICES		71699	ULTRASOUND CARDIAC	NONE	ACUSON CORP A SIEMENS CO	CYPRESS	NON HIGH RISK
TRUE	V21464	CLINICAL LABORATORY SERVICES		6960004	INCUBATOR LABORATORY	NONE	LAB-LINE INSTRUMENTS, INC.	393	NON HIGH RISK
TRUE	V21453	CLINICAL LABORATORY SERVICES		105056	MIXER, CLINICAL LABORATORY	NONE	LAB-LINE INSTRUMENTS, INC.	1290	NON HIGH RISK
TRUE	V21456	CLINICAL LABORATORY SERVICES		PY842972E	REFRIGERATOR	NONE	AMERICAN SCIENTIFIC PROD.	BRS0429	NONE
TRUE	V21109	SURGERY AND RECOVERY SERVICES		434890012	LIGHT SURGICAL	DOHENY	STERIS CORP.	POLARIS	NON HIGH RISK
TRUE	V22392	SURGERY AND RECOVERY SERVICES		2002-1202	WARMER BLOOD SOLUTION	DOHENY	SMITHS MEDICAL INC	HL90A	NON HIGH RISK
TRUE	V21053	SURGERY AND RECOVERY SERVICES		SYN1132	ELECTROSURGICAL UNIT BIPOLAR	DOHENY	CODMAN & SHURTLEFF INC A JOHNSON & JOHNSON CO	80-1187	NON HIGH RISK
TRUE	V22890	MEDICAL/SURGICAL INTENSIVE CARE		C9HB9535G	MODULE MULTIPARAMETER	DOHENY	GE HEALTHCARE	TRAM 450SL	NON HIGH RISK
TRUE	V21116	SURGERY AND RECOVERY SERVICES		9915AY0OM749800015	UPS	DOHENY	TRIPP-LITE	OMNISMART 350HG	NON HIGH RISK
TRUE	V21121	SURGERY AND RECOVERY SERVICES		9915ay0om749800007	UPS	DOHENY	TRIPP-LITE	OMNISMART 350HG	NON HIGH RISK
TRUE	V22426	SURGERY AND RECOVERY SERVICES		BBFF5059	UROFLOWMETER	DOHENY	BARD MEDICAL DIV C R BARD INC	CRITICORE	NON HIGH RISK
TRUE	V22430	SURGERY AND RECOVERY SERVICES		9519	LIGHT, INFRARED	DOHENY	EMERSON	96-DL	NON HIGH RISK
TRUE	V22028	SURGERY AND RECOVERY SERVICES		6903404607	VIDEO IMAGE PROCESSOR	DOHENY	CARL ZEISS SURGICAL INC.	MEDILIVE MINDSTREAM	NON HIGH RISK
TRUE	V22418	SURGERY AND RECOVERY SERVICES		101200	CAMERA, MICROSCOPE	DOHENY	SONY ELECTRONICS / MEDICAL SYSTEMS	DXC-C33	NONE
TRUE	V22048	ASIAN PACIFIC LIVER CENTER		60502605	ULTRASOUND TRANSDUCER	NONE	SIEMENS MEDICAL	CH5-2	NON HIGH RISK
TRUE	V22043	EMERGENCY SERVICES		166412	SLIT LAMP	NONE	CARL ZEISS SURGICAL INC.	30SL-M	NONE
TRUE	V22892	RESPIRATORY THERAPY		611110046	NEBULIZER, HEATED	NONE	HUDSON RESPIRATORY CARE, INC.	AQUATHERM III (050-14)	NON HIGH RISK
TRUE	V21483	CANCER TREATMENT CENTER		DAE0000135	DOSIMETER, RADIATION	NONE	SCALE-TRONIX INC.	RFA-2D	NON HIGH RISK
TRUE	V21488	RADIOLOGY DIAGNOSTIC		1245	DI RAD FLOURO	NONE	SIEMENS MEDICAL	POLYDOROS LX 50	NON HIGH RISK
TRUE	V22011	RADIOLOGY DIAGNOSTIC		8003482	ANALYZER COAGULATION AUTOMATED	NONE	MEDTRONIC PERFUSION SYSTEMS	ACT II	NON HIGH RISK
TRUE	V21441	BLOOD BANK		43986-488	REFRIGERATOR, BLOOD BANK	NONE	JEWETT, INC.	T 100-1	NON HIGH RISK
TRUE	V21448	BLOOD BANK		254004	VIEWER, AGGLUTINATION	NONE	BECTON DICKINSON MICROBIOLOGY	5384	NON HIGH RISK
TRUE	V21458	CLINICAL LABORATORY SERVICES		5419	SYSTEM, SAMPLE PREPARATION, PAPANICOLAOU SMEAR MONO-LAYER	NONE	CYTYC CORPORATION	THINPREP 2000	NONE
TRUE	V21445	BLOOD BANK		4962	BATH, WATER, PLASMA-THAWING	NONE	THERMO GENESIS	MT210	NONE
TRUE	V21454	CLINICAL LABORATORY SERVICES		203673	CENTRIFUGE	NONE	ABBOTT LABORATORIES	3531	NON HIGH RISK
TRUE	V20259	CARDIOLOGY CLINIC		E16712-0226	SCALE PATIENT	NONE	DETECTO SCALE / DIV CARDINAL SCALE	750	NON HIGH RISK
TRUE	V20260	CARDIOLOGY CLINIC		61711881	PACEMAKER PROGRAMMER	NONE	BIOTRONIK, INC.	RENAMIC	NON HIGH RISK
TRUE	V20281	BIOMEDICAL ENGINEERING		9446	TESTER LASER POWER	NONE	OPHIR OPTRONICS, INC.	30A	NONE
TRUE	V21487	RADIOLOGY - POB	4/8/2002	1807	TABLE, IMAGING, RADIOGRAPHIC	NONE	SIEMENS MEDICAL	MULTIX H	NONE
TRUE	V22054	CARDIAC CATHETERIZATION SERVICES		CN0Y1H5T7426123L0HAL	MONITOR LCD	NONE	DELL COMPUTERS	U2412M	NON HIGH RISK
TRUE	V21508	PHYSICAL THERAPY		5665	TABLE EXAM TREATMENT	NONE	MEDI-PLINTH	11713-605	NON HIGH RISK
TRUE	V21494	PHYSICAL THERAPY		NSN30042837	PARALLEL BAR	NONE	MIDMARK CORP.	1415	NONE
TRUE	V22040	PULMONARY FUNCTION SERVICES		220003049	RESPIROMETER	NONE	MEDICAL GRAPHICS CORPORATION	CPFS/D USB	NONE
TRUE	V21503	PHYSICAL THERAPY		9331129	WARMING UNIT, GEL	NONE	NAIMCO MEDICAL	LW-3	NONE
TRUE	V21512	CARDIAC CATHETERIZATION SERVICES		2U10811D3	MONITORING SYSTEM, PHYSIOLOGICAL, CARDIAC ELECTROPHYSIOLOGY	NONE	ST JUDE MEDICAL / CARDIAC RHYTHM	EP WORKMATE	NONE
TRUE	V21462	CLINICAL LABORATORY SERVICES		V21462*	ANALYZER, LABORATORY, MICROBIOLOGY, BLOOD CULTURE, AUTOMATED	NONE	BECTON DICKINSON MICROBIOLOGY	BACTEC 9240	NON HIGH RISK
TRUE	V22067	CLINICAL LABORATORY SERVICES		FT2684	ANALYZER, LABORATORY, MICROBIOLOGY, BLOOD CULTURE, AUTOMATED	NONE	BECTON DICKINSON MICROBIOLOGY	BACTEC FX - TOP	NON HIGH RISK
TRUE	V20272	CARDIOLOGY CLINIC		X12H564233	DEFIBRILLATOR AED	NONE	ZOLL MEDICAL	AED PLUS	NON HIGH RISK
TRUE	V22017	CARDIOLOGY CLINIC		24776	PACEMAKER PROGRAMMER	NONE	ST JUDE MEDICAL / CARDIAC RHYTHM	MERLIN PCS	NON HIGH RISK
TRUE	V21470	CLINICAL LABORATORY SERVICES		37400106	INCUBATOR LABORATORY	NONE	THERMOLYNE	5900	NON HIGH RISK
TRUE	V22013	RADIOLOGY DIAGNOSTIC	6/13/2012	160487	DI CATH LAB	NONE	SIEMENS MEDICAL	AXIOM ARTIS ZEEGO	NON HIGH RISK
TRUE	V19923	CARDIOLOGY CLINIC		SHS1221087SA	STRESS TEST SYSTEM	NONE	GE HEALTHCARE	CASE 8000	NON HIGH RISK
TRUE	V22073	OBSERVATION CARE		9610	NURSE CALL SYSTEM	NONE	EXECUTONE	NURSE CALL	NON HIGH RISK
TRUE	V20284	CLINICAL LABORATORY SERVICES		41177488	CENTRIFUGE	NONE	HERAEUS INSTRUMENTS INC.	MEGAFUGE 16	NON HIGH RISK
TRUE	V20285	CLINICAL LABORATORY SERVICES		41177489	CENTRIFUGE	NONE	HERAEUS INSTRUMENTS INC.	MEGAFUGE 16	NON HIGH RISK
TRUE	V19931	RADIOLOGY DIAGNOSTIC	9/19/2011	4409	DI RAD ROOM DIGITAL	NONE	CARESTREAM HEALTH, INC.	DRX EVOLUTION	NON HIGH RISK
TRUE	V20283	PHARMACY		1112786	FREEZER, LABORATORY	NONE	SO-LOW ENVIRONMENTAL EQUIPMENT CO., INC.	CH25-9	NONE
TRUE	V21485	CANCER TREATMENT CENTER		2227	INJECTOR, CONTRAST MEDIA	NONE	MEDRAD, INC.	STELLANT	NONE
TRUE	V22041	BIOMEDICAL ENGINEERING		BS952	SIMULATOR, MULTIPARAMETER	NONE	BIOTEK INSTRUMENTS INC	LIONHEART	NON HIGH RISK
TRUE	V21498	CANCER TREATMENT CENTER		40902	POSITIONING AID, RADIOGRAPHIC/RADIOTHERAPEUTIC	NONE	NOMOS	BAT SXI	NONE
TRUE	V22109	PHYSICAL THERAPY		CN-02Y315-71618-432-A	MONITOR LCD	NONE	DELL COMPUTERS	1707FPF	NON HIGH RISK
TRUE	V21493	PHYSICAL THERAPY		10482	TABLE EXAM TREATMENT	NONE	TRI W-G INC.	820 LL	NON HIGH RISK

Schedule 1.7(b) – Licenses

Sellers shall provide all intangible property used and necessary in connection with the Assets, including, without limitation, surveys, reports, plans and specifications, warranties, guaranties, licenses, permits, entitlements, governmental approvals and certificates of occupancy (if any) that benefit the Assets, but not including any permits or licenses necessary for operation of the Hospital as a hospital as identified in Section 1.4.5 of the Asset Purchase Agreement.

Schedule 1.7(d) – Assumed Leases [1]

	St. Vincent Medical Center Hospital as Landlord	Comment
2.	St. Vincent Medical Center Office Building Lease, dated June 17, 2009, between St. Vincent Medical Center (as Landlord) and Mordo Suchov, M.D. (as Tenant) for the premises located at 201 South Alvarado Street, Suite 711, Los Angeles, CA 90057, as amended by that certain First Amendment to Lease, dated June 14, 2012, the Second Amendment to Lease, dated July 30, 2014, and that Third Amendment to Lease, dated July 26, 2016 (Expires July 31, 2019).	Assumption is strictly contingent upon Sellers' written confirmation that lease expires July 31, 2019 and that the one 3-year option to extend is invalid.
4.	St. Vincent Medical Center Office Building Lease, dated August 30, 2012, between St. Vincent Medical Center (as Landlord) and Samuel K. Lee, M.D. (as Tenant) for the premises located at 201 South Alvarado Street, Suite 622, Los Angeles, CA 90057 (Expires September 30, 2022).	
5.	St. Vincent Medical Center Office Building Lease, dated October 1, 2006, between St. Vincent Medical Center (as Landlord) and Southern California Infectious Disease Medical Group (as Tenant) for the premises located at 201 South Alvarado Street, Suite 820, Los Angeles, CA 90057, as amended by that certain First Amendment to Lease, dated June 30, 2009 and the Second Amendment to Lease, dated July 31, 2012, and the Third Amendment to the Lease dated June 5, 2015 (Expired August 31, 2018).*	
7.	St. Vincent Medical Center Office Building Lease, dated August 17, 2011, between St. Vincent Center (as Landlord) and Elena Spektor, M.D. (as Tenant) for the premises located at 201 South Alvarado Street, Suite 808, Los Angeles, CA 90057, as amended by that certain First Amendment to Lease, dated August 1, 2014, the Second Amendment to Lease dated July 29, 2019, the Third Amendment to Lease (Expired August 31, 2018)*	
8.	St. Vincent Medical Center Office Building Lease, dated June 2, 2014, between St. Vincent Medical Center (as Landlord) and Felix Sigal, D.P.M., a Professional Corporation (as Tenant) for the	

[1] The numbering system set forth below corresponds with the numbers set forth in the Debtors' Disclosure Schedules To Asset Purchase Agreement dated as of January 8, 2019 (the "**Schedules**"), which was attached as **Exhibit "B"** to that certain *Omnibus Reply To Objection To Motion of Debtors For (I) Entry of Order (1) Approving Form Of Asset Purchase Agreement For Stalking Horse Bidder And For Prospective Overbidders, (2) Approving Auction Sale Format, Bidding Procedures And Stalking Horse Bid Protections, (3) Approving Form Of Notice To Be Provided To Interested Parties; (4) Scheduling A Court Hearing To Consider Approval Of The Sale To The Highest And Best Bidder And (5) Approving Procedures Related To The Assumption Of Certain Executory Contracts And Unexpired Leases; and (II) Authorizing The Sale Of Property Free And Clear Of All Claims, Liens and Encumbrances* [Docket No. 1448] filed with the Bankruptcy Court on February 1, 2019.

	premises located at 201 South Alvarado Street, Suite 819, Los Angeles, CA 90057 (Expired July 31, 2017)*	
10.	St. Vincent Medical Center Office Building Lease, dated April 6, 2016, between St. Vincent Medical Center (as Landlord) and Regal Medical Group, Inc. (as Tenant) for the premises located at 2200 West 3rd Street, Suite 300, Los Angeles, CA 90057 (Expires December 1, 2021).	Assumption is strictly contingent upon Sellers' written confirmation that lease would expire on December 1, 2021 if tenant exercises the one 3-year option to extend
11.	St. Vincent Medical Center Office Building Lease, dated November 8, 2013, between St. Vincent Medical Center (as Landlord) and Mendez National Institute of Transplantation Foundation (as Tenant) for the premises located at 2200 West 3rd Street, Suite 390, Los Angeles, CA 90057, as amended by that certain First Amendment to Lease, dated June 15, 2015 (Expired November 30, 2018)*	
12.	St. Vincent Medical Center Office Building Lease, dated August 1, 2006, between St. Vincent Medical Center (as Landlord) and Roberts Ngan Sugerman, A Medical Group, Inc. (as Tenant) for the premises located at 201 South Alvarado Street, Suite 717, Los Angeles, CA 90057, as amended by that certain First Amendment to Lease, dated June 1, 2009, the Second Amendment to Lease, dated July 13, 2012, and the Third Amendment to Lease, dated July 17, 2015 (Expired July 31, 2018).*	
13.	St. Vincent Medical Center Office Building Lease, dated April 25, 2016, between St. Vincent Medical Center (as Landlord) and Greater Los Angeles Cardiology (as Tenant) for the premises located at 201 South Alvarado Street, Suites 612 and 620, Los Angeles, CA 90057 (Expires September 30, 2021).	Assumption is strictly contingent upon Sellers' written confirmation that lease would expire on September 30, 2021 if tenant exercises the one 3-year option to extend
14.	Parking Facilities Lease, dated May 23, 2011, between St. Vincent Medical Center (as Landlord) and Modern Parking, Inc. (as Tenant) for the premises located at 201 South Alvarado Street, Los Angeles, CA 90057 (Expired July 1, 2016).	
15.	St. Vincent Medical Center Office Building Lease, dated October 26, 2007, between St. Vincent Medical Center (as Landlord) and Barton Tanenbaum. M.D. (as Tenant) for the premises located at	

	201 South Alvarado Street, Suite 215, Los Angeles, CA 90057, as amended by that certain First Amendment to Office Lease, dated July 9, 2010, the Second Amendment to Office Lease, dated August 16, 2013, the Third Amendment to Lease, dated June 17, 2014, the Fourth Amendment to Lease, dated July 2, 2015, and the Fifth Amendment to Office Lease, dated June 28, 2016, between St. Vincent Medical Center and Barton Tanenbaum, M.D. (Expired August 31, 2017)*	
16.	St. Vincent Medical Center Office Building Lease, dated March 26, 2013, between St. Vincent Medical Center (as Landlord) and Los Angeles Hematology Oncology Medical Group (as Tenant), for the premises located at 201 South Alvarado Street, Suite 110, Los Angeles, CA 90057, as amended by that certain First Amendment to Lease, dated June 22, 2016 (Expires June 30, 2019).	
17.	St. Vincent Medical Center Office Building Lease, dated July 1, 2013, between St. Vincent Medical Center (as Landlord) and Barry Morguelan, M.D. (as Tenant), for the premises located at 201 South Alvarado Street, Suite 602, Los Angeles, CA 90057 (Expires July 31, 2020).	
18.	St. Vincent Medical Center Office Building Lease, dated August 23, 2013, between St. Vincent Medical Center (as Landlord) and Taro Yokoyama, M.D. (as Tenant), for the premises located at 201 South Alvarado Street, Suite 702, Los Angeles, CA 90057, as amended by that certain First Amendment to Lease, dated August 16, 2016 (Expires October 31, 2019).	
20.	St. Vincent Medical Center Office Building Lease, dated December 2, 2013, between St. Vincent Medical Center (as Landlord) and Daughters of Charity Foundation (as Tenant) for the premises located at 262 South Lake Street, Los Angeles, CA 90057, Rooms 213-223 (Odd) and Rooms 218-232 (Even).	Assumption is strictly contingent upon Sellers' written confirmation that lease is subject to month-to-month tenancy.
22.	Office Lease, dated May 25, 2016, between St. Vincent Medical Center (as Landlord) and Alvarado Eye Surgery Center, LLC (as Tenant) for the premises located at 201 South Alvarado Street, Suites 718 and 722, Los Angeles, CA 90057 (Expires May 31, 2021).	
23.	Lease dated September 29, 2014, between St. Vincent Medical Center (as Landlord) and House Clinic Foundation (as Tenant) for the premises located at 2222 West Ocean View Street, Rooms 202A and 202B at Suite 200, Los Angeles, CA 90057, as amended by that certain First Amendment to Lease dated January 5, 2015, the Second Amendment to Lease dated April 3, 2015, the Third Amendment to Lease dated July 1, 2015, the Fourth Amendment	

	to Lease dated October 1, 2015, the Fifth Amendment to Lease dated January 4, 2016, Sixth Amendment to Lease dated March 21, 2016, First Amendment to Lease dated July 1, 2016 (Expired October 9, 2016)*	
25.	Office Lease S. Mark Taper Foundation Transplant Center Building dated April 6, 2016, between St. Vincent Medical Center (as Landlord) and Regal Medical Group, Inc. (as Tenant) for that premises located at 2200 West 3rd Street, Suite 300, Los Angeles, CA 90057 (Expires November 30, 2021).	Assumption is strictly contingent upon Sellers' written confirmation that lease would expire on November 30, 2024 if tenant exercises the one 3-year option to extend.
	Verity Holdings, LLC as Landlord	**Comment**
1.	Amended and Restated St. Vincent Medical Office Building Lease dated April 24, 2018, between Verity Holdings, LLC (as Tenant) and Michael Roberts, M.D. for the premises located at 201 South Alvarado Street, Suite 406, Los Angeles, CA 90057 (as Tenant) (Expires April 30, 2023).	Assumption is contingent upon Verity Holdings, LLC as Landlord as opposed to Tenant.
2.	Amended and Restated St. Vincent Medical Office Building Lease dated March 30, 2018, between Verity Holdings, LLC (as Landlord) and Mingquan Bussarakum, M.D. for the premises located at 201 South Alvarado Street, Suite 603, Los Angeles, CA 90057 (as Tenant) (Expires March 31, 2020).	
3.	Amended and Restated Office Lease dated June 19, 2018, between Verity Holdings, LLC (as Landlord) and Victor De Los Santos, DDS (as Tenant) for the premises located at 201 South Alvarado Street, Suite 402, Los Angeles, CA 90057 (Expires June 30, 2019).	Expires on June 30, 2019 with automatic one-year extension unless terminated with 120-day notice.
7.	Amended and Restated St. Vincent Medical Office Building Lease dated June 29, 2017, between Verity Holdings, LLC successor-in-interest to St. Vincent Medical Center (as Landlord) and Michael J. Wong, M.D. Medical Corporation dba Hear Care and Michael J. Wong, M.D., an individual for that premises located at 201 South Alvarado Street, Suite 618, Los Angeles, CA 90057 (Expires June 30, 2019).	
8.	Amended and Restated St. Vincent Professional Office Building Lease dated June 26, 2018 by Verity Holdings, LLC successor-in-interest to St. Vincent Medical Center (as Landlord) and Louis Wong and Mary Jo Wong (collectively as Tenant) for that premises located at 201 South Alvarado Street, Suite 611, Los Angeles, CA 90057 (Expires June 30, 2019).	

19.	Amended and Restated St. Vincent Medical Office Building Lease, dated September 29, 2017, between Verity Holdings, LLC (as Landlord) and Wolfgang Scheele, M.D. (as Tenant) for the premises located at 201 South Alvarado, Suite 609, Los Angeles, CA 90057 (Expires September 30, 2020).	Assumption is strictly contingent upon Sellers' written confirmation that lease expires on September 30, 2020 and/or lessee is a holdover tenant.

Schedule 1.8(dd) – Other Excluded Assets

None.

Schedule 2.4 - Material Breach

None.

Schedule 2.5 - Brokers and Finders

Cain Brothers, a division of KeyBanc Capital Markets

Schedule 2.8 - Legal Requirements

[Intentionally Omitted].

Schedule 2.9 - Required Consents

None, other than those consents required under §365 of the Bankruptcy Code.

Schedule 2.10(a) - Phase I Environmental Site Assessments

See attached folder "Schedule 2.10(a) - Phase I Environmental Site Assessments"

**[PHASE 1 REPORTS
INTENTIONALLY OMITTED
FROM FILING, FILES ARE
OVER 24,000 PAGES]**

Schedule 2.10(b) - Environmental Matters

- In the Matter of South Coast Air Quality Management District, Petitioner, vs. St. Vincent Medical Center (Case No. 5936-1)
    - Agency: South Coast Air Quality Management District
    - 2013 Order for Abatement Regarding Hospital Boilers
    - Case Concluded

Schedule 2.12 - Legal Proceedings

Verity Entity	Claimant/Plaintiff	Case Number	Court name	Court Address	Court City	Court State	Court Zip	Status of Case	Basis of Claim	Date Claim Incurred
St. Vincent Medical Center	Yolanda Mancilla	DC702905	Superior Court of California, County of Los Angeles (Stanley Mosk Courthouse)	111 North Hill Street	Los Angeles	California	90012	Pending	Professional Liability	8/24/17; (filed 9/26/18)
St. Vincent Medical Center	Elise Margaret O'Halloran	18STCV00301	Superior Court of California, County of Los Angeles (Stanley Mosk Courthouse)	111 North Hill Street	Los Angeles	California	90012	Pending	Professional Liability	11/7/17 (filed 10/5/18)
St. Vincent Medical Center	University of Southern California on behalf of Keck Hospital	BC714090	Superior Court of California, County of Los Angeles (Stanley Mosk Courthouse)	111 North Hill Street	Los Angeles	California	90012	Pending	Breach of contract	Filed 11/18/18

BILL OF SALE

This Bill of Sale (this "**Bill of Sale**") is made and entered into as of this [_____] day of [_____, 201_], by and among by and among Verity Health System of California, Inc., a California nonprofit public benefit corporation ("**Verity**"), Verity Holdings, LLC, a California limited liability company ("**Verity Holdings**") and St. Vincent Medical Center, a California nonprofit public benefit corporation ("**St. Vincent**"), on the one hand, and the County of Los Angeles, a body corporate and politic ("**Purchaser**"), on the other hand. Verity, Verity Holdings and St. Vincent Medical Center may each be referred to herein as a "**Seller**," and collectively as the "**Sellers**." Sellers and Purchaser may each be referred to herein as a "**Party**," and collectively as the "**Parties**."

The Parties are entering into this Bill of Sale pursuant to that certain Asset Purchase Agreement entered into by the Parties as of _____, 2019 (the "**Purchase Agreement**"). Capitalized terms used herein that are not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement. By this instrument, Purchaser and Sellers, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Sale and Assignment**. Subject to the terms of the Purchase Agreement, effective as of the Effective Time, Sellers hereby sell, assign, transfer, convey, and deliver to Purchaser, and Purchaser accepts and acquires from Sellers, all of Sellers' right, title and interest in and to the Assets (including but not limited to the Assumed Leases) as described in Section 1.7 of the Purchase Agreement.

2. **Miscellaneous Provisions**.

a. **Purchase Agreement**. This Bill of Sale is executed and delivered in connection with the Purchase Agreement. Notwithstanding anything herein to the contrary, nothing herein shall in any way alter or waive the promises, agreements, and covenants set forth in the Purchase Agreement, and in the event of a conflict between the terms of this Bill of Sale and the Purchase Agreement, the Purchase Agreement shall control.

b. **Notices**. All notices or other communications or deliveries provided for hereunder shall be given as provided in the Purchase Agreement.

c. **Successors in Interest**. This Bill of Sale and all of the provisions hereof shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto permitted under the Purchase Agreement.

d. **Governing Law; Venue**. This Bill of Sale shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of California (without giving effect to the principles of conflicts of laws thereof), except to the extent that the laws of such State are superseded by the Bankruptcy Code or other applicable federal law. For so long as Sellers are subject to the jurisdiction of the Bankruptcy Court, the Parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Bill of Sale, and consent to the exclusive jurisdiction of, the Bankruptcy Court, and thereafter, the Parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Bill of Sale, and consent to the exclusive jurisdiction of, the courts in Los

Angeles County, California. The Parties hereby consent to the jurisdiction of such courts and waive their right to challenge any proceeding involving or relating to this Bill of Sale on the basis of lack of jurisdiction over the person or forum non conveniens.

e. Counterparts. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, binding on all of the Parties. The Parties agree that signatures to this Bill of Sale created by the signer by electronic means shall be valid and effective to bind the Party so signing, and signatures transmitted by facsimile or electronic pdf shall be deemed originals for all purposes hereof and that a Party may produce such copies, without the need to produce original signatures, to prove the existence of this Bill of Sale in any proceeding brought hereunder.

f. Amendment. This Bill of Sale may not be amended or altered except by a written instrument executed by all of the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, this Bill of Sale has been duly executed as of the date first written above.

PURCHASER:

COUNTY OF LOS ANGELES

Signature By:_____
Print Name:_____
Title:_____
Date:_____

SELLERS:

Verity Health System of California, Inc.,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

Verity Holdings, LLC,
a California limited liability company

Signature By:_____
Print Name:_____
Title:_____
Date:_____

ST. VINCENT MEDICAL CENTER,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

FORM OF ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (the "**Assignment**") is dated as of _____ ___, 201_ by and between _____, a _____ ("**Assignor**") and the COUNTY OF LOS ANGELES, body corporate and politic ("**Assignee**").

RECITALS

A. Assignor, certain of Assignor's affiliates, and Assignee entered into that certain Asset Purchase Agreement dated as of _____, 2019 (as the same may be amended, the "**Agreement**") with respect to the purchase of certain Assets. Capitalized terms not defined in this Assignment shall have the meanings ascribed to such terms in the Agreement.

B. Pursuant to the Agreement, Assignor has agreed to assign to Assignee those Tenant Leases described on Exhibit A attached hereto.

C. In addition, pursuant to the Agreement, Assignor has agreed to assign to Assignee the security deposits held by Assignor in connection with the Tenant Leases set forth on Exhibit A attached hereto (the "**Security Deposits**").

NOW THEREFORE, for good and valuable consideration, Assignor and Assignee agree:

AGREEMENT

1. Assignment of Leases and Security Deposits. Assignor hereby assigns, sells, transfers, sets over and delivers to Assignee all of Assignor's right, title and interest in and to the Tenant Leases and the Security Deposits.

2. Assumption of Leases. Assignee hereby assumes all covenants and obligations to be performed, fulfilled or complied with by Assignor under the Tenant Leases to the extent arising on or after the Effective Time, including any related Cure Costs.

3. Notices. Immediately following the Closing, Assignor and Assignee shall give notice to the tenants under the Tenant Leases that Assignee has assumed the respective lease.

4. Governing Law. This Assignment and the legal relations between the parties hereto shall be governed by and be construed in accordance with the laws of the State of California.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original. This Assignment shall only be effective if a counterpart is signed by both Assignor and Assignee. Signatures to this Assignment created by the signer by electronic means and/or transmitted by telecopy, email, or other electronic transmission shall be valid and effective to bind the party so signing.

6. Purchase Agreement. This Assignment is executed and delivered in connection with the Agreement. Notwithstanding anything herein to the contrary, nothing herein shall in any way alter or waive the promises, agreements, and covenants set forth in the Agreement, and in the event of a conflict between the terms of this Assignment and the Agreement, the Agreement shall control.

7. Successors and Assigns. This Assignment and all of the provisions hereof shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto permitted under the Agreement.

8. Miscellaneous. If any term or provision of this Assignment shall be held invalid or unenforceable, the remainder of this Assignment shall not be affected. This Assignment may not be amended or altered except by a written instrument executed by Assignor and Assignee.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR:

_____
a _____

By: _____
Name: _____
Its: _____

ASSIGNEE:

COUNTY OF LOS ANGELES

By: _____
Name: _____
Its: _____

EXHIBIT A

DESCRIPTION OF TENANT LEASES (INCLUDING SECURITY DEPOSITS)

[To be attached.]

Exhibit 1.4.3

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
County of Los Angeles
Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Property Management Section

Space Above This Line Reserved for Recorder's Use

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE & TAXATION CODE.

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE.

Assessor's Identification Number:

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, _____, grants to the **COUNTY OF LOS ANGELES,** a body corporate and politic, the following described real property located in the County of Los Angeles, State of California:

See Exhibit A attached hereto and incorporated by reference herein.

By: _____

Exhibit 1.4.3

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature (Seal)

Exhibit 1.4.3

EXHIBIT A TO GRANT DEED

Legal Description

ASSUMPTION AGREEMENT

This Assumption Agreement (this "**Assumption Agreement**") is made and entered into as of this [_____] day of [_____, **201**_], by and among Verity Health System of California, Inc., a California nonprofit public benefit corporation ("**Verity**"), Verity Holdings, LLC, a California limited liability company ("**Verity Holdings**") and St. Vincent Medical Center, a California nonprofit public benefit corporation ("**St. Vincent**"), on the one hand, and the County of Los Angeles, a body corporate and politic ("**Purchaser**"), on the other hand. Verity, Verity Holdings and St. Vincent Medical Center may each be referred to herein as a "**Seller**," and collectively as the "**Sellers**." Sellers and Purchaser may each be referred to herein as a "**Party**," and collectively as the "**Parties**."

The Parties are entering into this Assumption Agreement pursuant to that certain Asset Purchase Agreement entered into by the Parties as of _____, 2019 (the "**Purchase Agreement**"). Capitalized terms used herein that are not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement. By this instrument, Purchaser and Sellers, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Assumption of Assumed Obligations**. Subject to the terms of the Purchase Agreement, Sellers hereby assign to, and Purchaser hereby assumes and agrees to discharge on or after the Effective Time, the Assumed Obligations set forth in Section 1.9 of the Purchase Agreement.

2. **Miscellaneous Provisions**.

a. **Purchase Agreement**. This Assumption Agreement is executed and delivered in connection with the Purchase Agreement. Notwithstanding anything herein to the contrary, nothing herein shall in any way alter or waive the promises, agreements, and covenants set forth in the Purchase Agreement, and in the event of a conflict between the terms of this Assumption Agreement and the Purchase Agreement, the Purchase Agreement shall control.

b. **Notices**. All notices or other communications or deliveries provided for hereunder shall be given as provided in the Purchase Agreement.

c. **Successors in Interest**. This Assumption Agreement and all of the provisions hereof shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto permitted under the Purchase Agreement.

d. **Governing Law; Venue**. This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of California (without giving effect to the principles of conflicts of laws thereof), except to the extent that the laws of such State are superseded by the Bankruptcy Code or other applicable federal law. For so long as Sellers are subject to the jurisdiction of the Bankruptcy Court, the Parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Assumption Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court, and thereafter, the Parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Assumption Agreement, and consent to the exclusive jurisdiction of, the

courts in Los Angeles County, California. The Parties hereby consent to the jurisdiction of such courts and waive their right to challenge any proceeding involving or relating to this Assumption Agreement on the basis of lack of jurisdiction over the person or forum non conveniens.

e. Counterparts. This Assumption Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, binding on all of the Parties. The Parties agree that signatures to this Assumption Agreement created by the signer by electronic means shall be valid and effective to bind the Party so signing, and signatures transmitted by facsimile or electronic pdf shall be deemed originals for all purposes hereof and that a Party may produce such copies, without the need to produce original signatures, to prove the existence of this Assumption Agreement in any proceeding brought hereunder.

f. Amendment. This Assumption Agreement may not be amended or altered except by a written instrument executed by all of the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assumption Agreement has been duly executed as of the date first written above.

PURCHASER:

COUNTY OF LOS ANGELES

Signature By:_____
Print Name:_____
Title:_____
Date:_____

SELLERS:

Verity Health System of California, Inc.,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

Verity Holdings, LLC,
a California limited liability company

Signature By:_____
Print Name:_____
Title:_____
Date:_____

ST. VINCENT MEDICAL CENTER,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

EXHIBIT "B"

~~FINAL VERSION~~

ASSET PURCHASE AGREEMENT

By and Among

Verity Health System of California, Inc., Verity Holdings, LLC, and St. Vincent Medical Center

~~**St. Francis Medical Center, St. Vincent Medical Center, St. Vincent Dialysis Center, Inc., Seton Medical Center**~~

and

~~**Strategic Global Management, Inc.**~~

The County of Los Angeles

Dated ~~January 8~~March 28, 2019

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the ~~"~~"**Agreement**~~")~~") is made and entered into as of the ~~8th~~28th day of ~~January~~March, 2019 (the ~~"~~"**Signing Date**~~")~~") by and among Verity Health System of California, Inc., a California nonprofit public benefit corporation ~~("~~("**Verity**~~"),~~") Verity Holdings, LLC, a California limited liability company ~~("~~("**Verity Holdings**~~"), St. Francis Medical Center, a California nonprofit public benefit corporation ("St. Francis"), St.~~"), and St. Vincent Medical Center, a California nonprofit public benefit corporation ~~("~~("**St. Vincent**~~"), St. Vincent Dialysis Center, Inc., a California nonprofit public benefit corporation ("St. Vincent Dialysis"), and Seton Medical Center, a California nonprofit public benefit corporation ("Seton" and together with St. Francis Medical Center, St. Vincent Medical Center and St. Vincent Dialysis, collectively, the "Hospital Sellers")~~") (Verity~~, Verity~~ Holdings~~,~~ and St. ~~Francis, St.~~ Vincent~~, St. Vincent Dialysis and Seton~~ are each referred to herein individually as a ~~"~~"**Seller**~~"~~" and collectively as ~~the "~~"**Sellers**~~"),~~") and ~~Strategic Global Management, Inc.,~~the County of Los Angeles, a ~~California corporation ("~~body corporate and politic ("**Purchaser**~~").~~").

RECITALS:

~~A. St. Francis engages in the business of the operation of the hospital known as St. Francis Medical Center, located at 3630 E. Imperial Highway, Lynwood, CA 90262, including the hospital pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics owned or operated by St. Francis (collectively, the "St. Francis Hospital").~~

~~B.~~A. St. Vincent engages in the business of the operation of the hospital known as St. Vincent Medical Center, a hospital owned and operated by Sellers and located at 2131 ~~W~~West 3rd Street, Los Angeles, CA 90057~~,~~ (APN 5154-018-018), including the hospital ~~pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics~~, central plant, Stauffer Wing Conference Rooms, Doheny Building, Cath Village, Annex/Boiler, and parking structure owned or operated by ~~St. Vincent~~Sellers (collectively, the ~~"St. Vincent~~ "**Hospital**~~").~~").

~~C. Seton engages in the business of the operation of two general acute care hospitals under a single license, consisting of: (i) the hospital known as Seton Medical Center, located at 1900 Sullivan Avenue, Daly City, CA 94015, including the hospital pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics owned or operated by Seton (collectively, the "Seton Hospital") and (ii) the hospital known as Seton Medical Center Coastside, located at 600 Marine Blvd, Moss Beach, CA 94038, including the hospital pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics owned or operated by Seton (collectively, the "Seton Coastside Hospital" and together with the St. Francis Medical Center Hospital, the St. Vincent Medical Center Hospital and the Seton Hospital, the "Hospitals"; the business of the operation of the Hospitals is referred to herein as the "Businesses").~~

B. Verity Holdings owns certain improved parcels, including the St. Vincent Professional Office Building located at 199 and 201 South Alvarado Street (APN 5154-018-019), the Mark Taper a/k/a MTTC Building located at 2200 West 3rd Street (APN 5154-034-006), Seton Hall Convent/Guest Lodge located at 262 and 272 South Lake Street/2120 Valley

Street (APN 5154-018-021), the Ocean View Pavilion located at 2222 Ocean View Avenue (APN 5154-033-021), and vacant land located at 143 South Alvarado Street (APN 5154-008-012), and 171 South Alvarado Street (APN 5154-018-020), all in Los Angeles, CA 90057 ("**Verity Holdings Facilities**").

~~D.~~C. Purchaser desires to purchase from Sellers, and Sellers desire to sell to Purchaser, the ~~assets~~ Hospital, and Verity Holdings Facilities, and other assets of Sellers, as described in Section 1.7 below (collectively, the ~~"~~"**Assets**~~") owned by Sellers and used with respect to the Businesses,~~"), for the consideration and upon the terms and conditions contained in this Agreement.

~~E.~~D. Sellers filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the ~~"~~"**Bankruptcy Code**~~")~~") with the United States Bankruptcy Court for the Central District of California, Los Angeles Division (the ~~"~~"**Bankruptcy Court**~~"),~~"), lead Case No. 2:18-bk-~~201510ER~~20151-ER, jointly administered or to be jointly administered with ~~their~~its affiliates (the ~~"~~"**Bankruptcy Cases**~~").~~ "), and the Bankruptcy Court entered an order approving procedures in connection with the sale of the Sellers' Assets, Docket No. 1572, which requests that the Bankruptcy Court enter a "**Sale Order**" following an auction and selection of a successful bidder(s).

~~F.~~E. The parties intend to effectuate the transactions contemplated by this Agreement through a sale of the Assets approved by the Bankruptcy Court pursuant to Section 363 of Chapter 11 of Title 11 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained in this Agreement, and for their mutual reliance and incorporating into this Agreement the above recitals, the parties hereto agree as follows:

ARTICLE 1

SALE AND TRANSFER OF ASSETS; CONSIDERATION; CLOSING

1.1 Purchase Price.

(a) Subject to the terms and conditions of this Agreement, the purchase price ~~("~~("**Purchase Price**~~")~~") shall consist of the following:

~~(i) Cash payment to Sellers (the "**Cash Consideration**") of Six Hundred Ten Million Dollars ($610,000,000.00), which shall be allocated Four Hundred Twenty Million Dollars ($420,000,000) to St. Francis Medical Center, One Hundred Twenty Million Dollars ($120,000,000) to St. Vincent Medical Center, and Seventy Million Dollars ($70,000,000) to Seton for Seton Hospital and Seton Coastside Hospital, provided, that if the CA AG's approval does not include a requirement that Seton Hospital~~

~~remain open as an acute care hospital or that Seton Coastside Hospital remain open as a skilled nursing facility, then an amount to be determined by Purchaser, in its sole discretion, of such Cash Consideration shall be re-allocated from St. Francis to Seton;~~

~~(ii) Assumption of Sellers' accrued vacation and other paid time off as of the Closing, to be provided only with respect to Hired Employees (as defined in Section 5.3(a)) in the form of credited vacation and PTO, subject to compliance with applicable law and regulation, including consent of such employees if required;~~

~~(iii) Assumption of all liabilities of Seton as Obligated Party and Property Owner under the (i) Agreement to Pay Assessment and Finance Improvements dated May 17, 2017 with California Statewide Communities Development Authority ("**CSCDA**") and (ii) Agreement to Pay Assessment and Finance Improvements dated May 18, 2017 with CSCDA (collectively the "**Special Assessments**") each associated with of the Property Assessed Clean Energy ("**PACE**") (seismic and clean energy) loans (collectively the "**PACE Obligations**"); and~~

(i) Cash payment to Sellers (the "**Cash Consideration**") of Seventy-Five Million Dollars ($75,000,000); and

~~(iv)~~(ii) Payment of Cure Costs (defined below) associated with any Assumed ~~Leases~~Lease and/-or Assumed Contracts and assumption of ~~the~~ other Assumed Obligations (as defined below).

(b) Purchaser (i) is acquiring the Assets and (ii) is only assuming ~~(x) the PACE Obligations and (y)~~ the Assumed Obligations (as defined below).

(c) At the Closing, Purchaser shall pay to Sellers, by wire transfer of immediately available funds to the accounts specified by Sellers to Purchaser in writing, an aggregate amount equal to the Cash Consideration, minus the ~~Net QAF Reduction Amount (defined below), if any, plus the Net QAF Increase Amount (defined below), if any, plus any amounts (x) held by the PACE Trustee as an interest or fee reserve on account the PACE Obligations on the Closing Date and (y) remitted to CSCDA by Seton pursuant to the Special Assessments from and after the date of execution of this Agreement by Buyer up to and including the Closing Date, minus the Deposit (defined below).~~Deposit (defined below).

~~(d) For purposes of this Agreement, the "**QAF Program**" means the California Department of Health Care Services Hospital Quality Assurance Fee Programs IV ("**QAF IV**") and V ("**QAF V**"). During the period prior to Closing, Sellers shall pay any fees owing under QAF IV and QAF V, and Sellers shall be entitled to retain all payments received under QAF IV and QAF V. At Closing, Sellers shall credit to the Cash Consideration the amount by which payments received under QAF IV and QAF V between the Signing Date and Closing exceed the sum of (i) fees paid under QAF IV and QAF V during such period plus (ii) the amount of fees~~

~~which are unpaid and owing as of the Closing in respect of invoices received by Sellers prior to Closing under QAF IV and QAF V (the "**Net QAF Reduction Amount**"), as provided above in Section 1.1(c). At Closing, Purchaser shall pay Sellers (as an increase to the Cash Consideration) the amount by which the sum of (i) fees paid under QAF IV and QAF V between the Signing Date and Closing plus (ii) the amount of fees which are unpaid and owing as of Closing in respect of invoices received by Sellers prior to Closing under QAF IV and QAF V exceeds payments received under QAF IV and QAF V during such period (the "**Net QAF Increase Amount**"), as provided above in Section 1.1(c).~~

~~(e) Purchaser shall, prior to Closing, be permitted to communicate with holders of secured debt of the Sellers regarding the possible assumption by Purchaser of all or a portion of such debt at the Closing. If Purchaser agrees to assume any such debt at the Closing, Purchaser and Sellers shall negotiate an appropriate credit to the Purchase Price for such assumption of debt.~~

1.2 Deposit. Purchaser~~, by wire transfer to an account designated by Sellers~~ has made a good faith deposit in the amount of ~~Thirty~~Seven Million Five Hundred Thousand Dollars (~~$30~~7,500,000~~,000) on~~) (the ~~date hereof (the "~~"**Deposit**"~~).~~ ") by wire transfer to an account designated by Sellers. The Deposit shall be non-refundable in all events, except (i) in the event the Closing does not occur due to Sellers accepting the bid of a rival bidder, (ii) as provided in Section 6.1(~~b~~a) or Section 6.2, ~~or~~(iii) in the event Purchaser has terminated this Agreement pursuant to Section 9.1 ~~(other than Section 9.1(b)) or as set forth in Section 9.2~~, or (ii) Sellers materially breaching their obligations under this Agreement, in which case ~~Seller~~Sellers shall immediately return the Deposit to Purchaser with all interest earned thereon. Upon Closing, the Deposit will be credited against the Purchase Price. Pending the Closing, or until this Agreement is terminated, the Deposit shall be deposited in an interest bearing account, with interest credited to Purchaser, at a federally-insured financial institution mutually acceptable to Purchaser and Sellers. ~~In addition, on the Signing Date, Purchaser shall deliver to Sellers executed letters from its financing sources, in form and substance satisfactory to Sellers in their discretion.~~

1.3 Closing Date. The consummation of the transactions contemplated by this Agreement (the ~~"~~"**Closing**~~")~~") shall take place at 10:00 a.m. local time at the offices of Dentons US LLP, 601 South Figueroa St., Suite 2500, Los Angeles, CA 90017-5704 (the day on which Closing actually occurs, the ~~"~~"**Closing Date**~~") promptly but no later than~~") within ten (10) business days following the satisfaction or waiver of the conditions set forth in ~~ARTICLE 7~~ARTICLE 7 and ~~ARTICLE 8,~~ARTICLE 8, other than those conditions that by their nature are to be satisfied at Closing but subject to fulfillment or waiver of those conditions. The Closing shall be deemed to occur and to be effective as of ~~11:59 p~~12:00 a.m. Pacific time on the day immediately after the Closing Date (the ~~"~~"**Effective Time**~~").~~").

1.4 Items to be Delivered by Sellers at Closing. At or before the Closing, Sellers shall deliver, or cause to be delivered, to Purchaser the following:

1.4.1 a Bill of Sale substantially in the form of **Exhibit ~~1.4.1~~1.4.1** attached hereto (the ~~"~~"**Bill of Sale**~~"),~~"), duly executed by each Seller~~, with respect to the Assets~~;

1.4.2 Real Estate Assignment and Assumption Agreements (the ~~"~~"**Real Estate Assignments**~~")~~") in the form of **Exhibit ~~1.4.2~~1.4.2** attached hereto with respect to ~~(i) the Leased Real Property, and (ii)~~ the Tenant Leases, each duly executed by each Seller;

1.4.3 ~~a Quitclaim Deed~~Grant Deeds (the ~~"**Deed**")~~"**Deeds**") in the form of **Exhibit ~~1.4.2~~1.4.2** attached hereto from each Seller with respect to the real property listed in **Schedule 1.4.3**~~, together with all plant, buildings, structures, installments, improvements, fixtures, betterments, additions and constructions in progress situated thereon (collectively, the "~~ (the "**Owned Real Property**~~")~~") duly executed by each Seller;

1.4.4 an Assumption Agreement (the ~~"~~"**Assumption Agreement**~~")~~") in the form of **Exhibit ~~1.4.2~~1.4.2** attached hereto with respect to the Assumed Obligations duly executed by each Seller;

1.4.5 confirmation of transfer of patient care to other hospital facilities and surrender and relinquishment of any and all licenses, provider numbers, permits, approvals, certificates of exemption, franchises, accreditations and registrations and other governmental licenses, permits or approvals (the "**Licenses**") issued to Sellers for use in the operation of the Hospital, including, without limitation, the Licenses and Medicare Provider Numbers, except for those Licenses identified by the Purchaser in **Schedule 1.7(b)** necessary for the operation of the Assets for purposes other than as a Hospital, and written proof, with form and content to be specified by Purchaser using reasonable discretion, that the Hospital is closed and has ceased all functions customarily carried out by a hospital;

~~1.4.5~~1.4.6 favorable original certificates of good standing, of each Seller, issued by the State of California, dated no earlier than a date which is fifteen (15) calendar days prior to the Closing Date;

~~1.4.6~~1.4.7 a duly executed certificate of an officer of each Seller certifying to Purchaser (i) the incumbency of the officers of ~~such~~each Seller on the Signing Date and on the Closing Date and bearing the authentic signatures of all such officers who shall execute this Agreement and any additional documents contemplated by this Agreement and (ii) the due adoption and text of the resolutions or consents of the Board of Directors of ~~such~~each Seller authorizing (I) the transfer of the Assets and transfer of the Assumed Obligations by ~~such~~each Seller to Purchaser and (II) the due execution, delivery and performance of this Agreement and all additional documents contemplated by this Agreement, and that such resolutions have not been amended or rescinded and remain in full force and effect on the Closing Date;

~~1.4.7~~1.4.8 a certified copy of the Sale Order (as defined below); and

~~1.4.8 a Transition Services Agreement (the "**Transition Services Agreement**") in form and substance satisfactory to Sellers and Purchaser, in their reasonable discretion, granting to Sellers use of certain assets, systems and personnel identified in such agreement solely in connection with Sellers' wind-down of the Businesses, the completion of the Bankruptcy Cases and the dissolution of Sellers (and following completion of such wind-down, Bankruptcy Cases and dissolution of Sellers, such Transition Services Agreement shall automatically terminate);~~

~~1.4.9 acknowledgements by CSCDA and the PACE Trustee that Purchaser is the Successor Property Owner and Obligated Party under the PACE Obligations and releases of the Sellers from any and all claims arising or accruing prior to the Closing Date, and~~

~~1.4.10~~1.4.9 ~~any~~Any such other instruments, certificates, consents or other documents which Purchaser and ~~Sellers~~each Seller mutually deem reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof.

1.5 Items to be Delivered by Purchaser at Closing. At or before the Closing, Purchaser shall deliver or cause to be delivered to Sellers the following:

1.5.1 payment of the Cash Consideration subject to credits or plus payment to Sellers of all amounts as provided under Section ~~1.6;~~1.6;

1.5.2 evidence of payment of all Cure Costs required hereunder to be paid by Purchaser;

1.5.3 a certificate of the County of Los Angeles Chief Executive Officer or her designee certifying to Sellers (a) the accuracy of the representations and warranties set forth in ARTICLE 3 hereof and compliance with Purchaser's covenants set forth in this Agreement, (b) that, except as specifically set forth therein, all consents and approvals that are required from any person, entity or governmental entity in connection with the consummation of the transactions contemplated by this Agreement by Purchaser have been obtained, and (c) that all of the conditions contained in ARTICLE 8 have been satisfied or waived;

~~1.5.3~~1.5.4 a duly executed certificate of the ~~Secretary of Purchaser~~ Clerk of the Board of Supervisors of the County of Los Angeles certifying to Sellers (a) the incumbency of the ~~officers~~signatories of Purchaser on the Signing Date and on the Closing Date and bearing the authentic signatures of all such ~~officers~~signers who shall execute this Agreement and any additional documents contemplated by this Agreement, and (b) the due adoption and text of the resolutions of the Board of ~~Directors~~Supervisors of Purchaser authorizing the execution, delivery, and performance of this Agreement and all additional documents contemplated by this Agreement, and that such resolutions have not been amended or rescinded and remain in full force and effect on the Closing Date;

~~1.5.4 favorable original certificate of good standing, of Purchaser, issued by the California Secretary of State dated no earlier than a date which is fifteen (15) calendar days prior to the Closing Date;~~

1.5.5 a Certificate of Acceptance for each Deed, duly executed by Purchaser, to be recorded with each Deed;

~~1.5.5~~1.5.6 the Bill of Sale, duly executed by Purchaser;

~~1.5.6~~1.5.7 the Real Estate Assignment(s), duly executed by Purchaser;

~~1.5.7~~ the Assumption Agreement, duly executed by Purchaser;

~~1.5.8 the License Agreement referenced in Section 1.7(q);~~

~~1.5.9~~1.5.8 ~~the Transition Services Agreement;~~ and

~~1.5.10~~1.5.9 any such other instruments, certificates, consents or other documents which Purchaser and Sellers mutually deem reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof.

1.6 Prorations and Utilities. All items of income and expense listed below with respect to the Assets shall be prorated in accordance with the principles and the rules for the specific items set forth hereafter:

1.6.1 All transfer, conveyance, sales, use, stamp, similar state and local taxes arising from the sale of the Assets hereunder shall be the responsibility of, and allocated to, Purchaser.

1.6.2 Other than ~~the Utility Deposits (defined below), which are governed by Section 1.8(j), and other than~~ with respect to Cure Costs payable by ~~Purchaser~~Sellers, the following costs and expenses shall be prorated based upon the payment period (*i.e.*, calendar or other tax fiscal year) to which the same are attributable: all real estate and personal property lease payments, real estate and personal property taxes, real estate assessments~~, other than the PACE Special Assessments~~ and other similar charges against real estate, and power and utility charges (collectively, the ~~"~~"**Prorated Charges**~~")~~") on the Assets. Each Seller shall pay its respective portion at or prior to the Closing (or Purchaser shall receive credit for) ~~of~~ any unpaid Prorated Charges attributable to periods or portions thereof occurring prior to the Effective Time, and Purchaser shall assume as an Assumed Liability or, to the extent previously paid by ~~any~~such Seller, pay to such Seller at the Closing all Prorated Charges attributable to periods or portions thereof occurring from and after the Effective Time. In the event that as of the Closing Date the actual tax bills for the tax year or years in question are not available and the amount of taxes to be prorated as aforesaid cannot be ascertained, then rates, millages and assessed valuation of the previous year, with known changes, shall be used. The parties agree that if the real estate and personal property tax prorations are made based upon the taxes for the preceding tax period, the

prorations shall be re-prorated after the Closing. promptly after the amount of taxes is actually determined. As to power and utility charges, "final readings" as of the Closing Date shall be ordered from the utilities; the cost of obtaining such "final readings," if any, shall be paid by PurchaserSellers.

1.6.3 Sellers shall be entitled to all rents and other payments under Tenant Leases accruing for the period prior to the Effective Time ("**Pre Effective Time Lease Amounts**"), and Purchaser shall be entitled to all rents and other payments under tenant leasesTenant Leases accruing for the period after the Effective Time ("**Post Effective Time Lease Amounts**" and together with the Pre Effective Time Lease Amounts, the "**Lease Amounts**"). All Lease Amounts that are collected prior to the Closing shall be prorated as of the Closing in accordance with the immediately preceding sentence. All Lease Amounts that are accrued but uncollectedunpaid as of the Closing (including, without limitation, rents and other payments accrued prior to the Closing but payable in arrears after the Closing) (collectively, the "**Unpaid Amounts**") shall belong to Sellers, and Purchaser shall, upon receipt of said rents and other payments, receive the same in trust for Sellers and shall promptly remit any of such amounts to the applicable Seller within ten (10) days after Purchaser's receipt of same. For the avoidance of doubt, all rental payments received after Closing shall be first applied to any amounts owed to the Sellers under this Section 1.6.3. Sellers within ten (10) days after Purchaser's receipt of same; provided, however, any Lease Amounts collected by Purchaser on and after the Effective Time shall be applied first to any current or overdue amounts due to Purchaser and any collection costs incurred by Purchaser related thereto, and then to Unpaid Amounts due to Sellers. Purchaser shall also receive a credit for any security deposits held by Sellers in connection with any Tenant Leases, and if any tenants' security deposits are in the form of a letter of credit, Sellers shall deliver originals of the letters of credit to Purchaser at Closing together with executed instruments sufficient to transfer the same to Purchaser.

1.6.4 All prorations and payments to be made under the foregoing provisions shall be agreed upon by Purchaser and Sellers prior to the Closing and shall be binding upon the parties; provided, however, with respect to the Unpaid Amounts, in the event any proration, apportionment or computation shall prove to be incorrect for any reason, then either the applicable SellerSellers or Purchaser shall be entitled to an adjustment to correct the same, provided that said party makes written demand on the party from whom it is entitled to such adjustment within thirty (30) calendar days after the erroneous payment or computation was made, or such later time as may be required, in the exercise of due diligence, to obtain the necessary information for proration. This Section 1.6 shall survive Closing.

1.7 Transfer of Assets of Sellers Assets. On the Closing Date and subject to the terms and conditions of this Agreement, each Seller shall sell, assign, transfer, convey and deliver to Purchaser, free and clear of all liens, claims, interests and encumbrances other than the Permitted Exceptions (defined below), and Purchaser shall acquire, all of each Seller'sSeller's right, title and interest in and to only the following assets and properties, as such assets shall exist on the Closing Date, in each case (notwithstanding anything else in this Agreement) solely to the extent used primarily in the conduct of the Businesses and to

~~the extent not included among the Excluded Assets,~~with such transfer being deemed to be effective at the Effective Time:

(a) ~~all of~~ the tangible personal property owned by ~~such Hospital~~ each Seller~~, or to~~ (the ~~extent assignable or transferable by each Hospital Seller, leased, subleased or licensed by such Hospital Seller, and used by such Seller in the operation of the Hospital of such Hospital Seller, including equipment, furniture, fixtures, machinery, vehicles, office furnishings and leasehold improvements (the "~~"**Personal Property**~~");~~") set forth on **Schedule 1.7(a)**;

(b) all of ~~such Hospital Seller's~~each Sellers' rights, to the extent assignable or transferable, to all ~~Medicare and Medi-Cal provider agreements, permits, approvals, certificates of exemption, franchises, accreditations and registrations and other governmental licenses, permits or approvals~~Licenses issued to ~~such Seller for use in the~~ each Seller necessary to the operation of the Assets (expressly excluding any Licenses necessary to the use and operation of the Hospital ~~of such Hospital Seller (the "**Licenses**"), including, without limitation, the Licenses and Medicare/Medi-Cal Provider Agreements set forth on **Schedule 1.7(b)**, except to the extent Purchaser elects, in its discretion, not to take assignment of any such Licenses;~~as a hospital) set forth on Schedule 1.7(b);

(c) all of ~~such Hospital Seller's~~Sellers' interest in and to the Owned Real Property ~~and~~ set forth on Schedule 1.4.3;

~~(c)~~(d) all of ~~such Hospital Seller's~~Sellers' interest, to the extent assignable or transferable, in and to ~~all of the following (the "**Assumed Leases**"): personal property leases with respect to the operation of the Hospital of such Hospital Seller (including leases for assets described in Section 1.7(i),~~ the real property ~~leases for all real property leased by such Hospital Seller and set forth on **Schedule 1.7(c)(ii)** (the "**Leased Real Property**"), and the real property leased or subleased by such~~ leased or subleased by each Seller to a third party and set forth on **Schedule 1.7(c)~~(iii~~d)** (the "~~"**Tenant Leases**"~~);~~") (the "**Assumed Leases**");

~~(d)~~(e) all of ~~such Hospital Seller's~~each Seller's interest, to the extent assignable or transferable, in and to all contracts and agreements ~~(including, but not limited to, purchase orders) with respect to the operation of the Hospital of such Hospital Seller~~ that have been designated by Purchaser as a contract to be assumed pursuant to Section ~~1.11 (the "~~1.11 (the "**Assumed Contracts**~~");~~");

~~(e) other than the Excluded Settlements and Actions (defined below), all claims, rights, interests and proceeds (whether received in cash or by credit to amounts otherwise due to a third party) with respect to amounts overpaid by such Seller to any third party health plans with respect to periods prior to the Effective Time (e.g. such overpaid amounts may be determined by billing audits undertaken by such Seller or such Seller's consultants), except with respect to any causes of action or proceeds thereof arising under Chapter 5 of the Bankruptcy Code other than with respect to Assumed Contracts and Assumed Leases and other items described in Section 1.8(h);~~

~~(f) to the extent assignable or transferable, all inventories of supplies, drugs, food, janitorial and office supplies and other disposables and consumables (i) located at the Hospital of such Seller or (ii) used in the operation of the Hospital of such Seller (the "**Inventory**") except as set forth in Section 1.8(e);~~

~~(g)~~(f) ~~other than Utility Deposits,~~ all prepaid rentals, deposits, prepayments ~~(excluding prepaid insurance and prepaid taxes)~~ and similar amounts relating to the Assumed Contracts and/or the Assumed Leases~~, which were made with respect to the operation of the Hospital of such Hospital Seller (the "~~ (the "**Prepaids**");");

~~(h)~~(g) to the extent assignable or transferrable, all of the following that are not proprietary to ~~such Seller~~Sellers and/or owned by or proprietary to ~~such Hospital Seller's~~Sellers' affiliates: ~~,~~operating manuals, ~~files and computer software with respect to the operation of the Hospital of such Hospital Seller, including, without limitation, all patient~~equipment records, ~~medical records, employee records, financial records, equipment records,~~ and construction plans and specifications~~, and medical and administrative libraries; *provided, however*, that any patient records and medical records which are not required by law to be maintained by such Hospital Seller as of the Effective Time shall be an Excluded Asset;~~ ;

~~(i) to the extent assignable or transferrable (and if leased, to the extent the associated lease is transferrable), including any assignment which is made effective pursuant to the Sale Order where the consent of a third party is required pursuant to the terms of an applicable agreement but not obtained, all systems, servers, computers, hardware, firmware, middleware, telecom equipment, networks, data communications lines, routers, hubs, switches and all other information technology equipment, and all associated documentation owned, leased or licensed by Sellers and used by Sellers with respect to the operations of the Hospitals;~~

~~(j) all Measure B trauma funding received after the Signing Date to be paid related to service periods ending on or after the Signing Date (pro rated between Purchaser and Sellers for any such payments covering service periods which include days both before and after the Signing Date based upon the number of days in the relevant payment period before the Signing Date (for the account of Sellers) and after the Signing Date (for the account of Purchaser));~~

~~(k) Except for as stated in Section 1.7(j), all accounts and interest thereupon, notes and interest thereupon and other receivables of such Seller, including, without limitation, accounts, notes or other amounts receivable, disproportionate share payments and all claims, rights, interests and proceeds related thereto, including all accounts and other receivables, and Seller Cost Report settlements related thereto, in each case arising from the rendering of services or provision of goods, products or supplies to inpatients and outpatients at the Hospital of such Seller, billed and unbilled, recorded and unrecorded, for services, goods, products and supplies provided by such Seller prior to the Effective Time whether payable by Medicare, Medicaid, or any other payor (including an insurance company), or any health care provider or network (such as a health maintenance organization, preferred provider organization or any other managed care~~

~~program) or any fiscal intermediary of the foregoing, private pay patients, private insurance or by any other source (collectively, "**Accounts Receivable**");~~

~~(l) all rights, claims and causes of action of such Seller to the extent related to and/or to the extent arising out of the Accounts Receivable acquired by Purchaser at the Closing;~~

~~(m) other than the Excluded Settlements and Actions, all regulatory settlements, rebates, adjustments, refunds or group appeals, including without limitation pursuant to all cost reports filed by Sellers for payment or reimbursement from government payment programs and other payors with respect to periods after the Signing Date;~~

(h) ~~other than the Excluded Settlements and Actions,~~ to the extent assignable or transferable, all rights in all warranties of any manufacturer or vendor in connection with the Assets and Personal Property;

~~(n)~~(i) all casualty insurance proceeds arising in respect of casualty losses occurring after the Signing Date in connection with the ownership or operation of the Assets;

~~(o) other than the Excluded Settlements and Actions, all surpluses arising out of any risk pools, shared savings program or accountable care organization arrangement to which any Seller is party on the Closing Date, in each case to the extent Purchaser assumes the underlying contract relating to such risk pools, shared savings program or accountable care organization arrangement;~~

~~(p) all transferable unclaimed property of any Person in Sellers' possession as of the Closing Date, including, without limitation, property which is subject to applicable escheat laws;~~

~~(q) to the extent assignable or transferable by Sellers without out-of-pocket expense to Sellers, all warranties (including warranties of any manufacturer or vendor) on or in connection with the Assets (including the Personal Property) in favor of the Hospitals or Sellers;~~

~~(r) the right to use the names "St. Francis Medical Center", "St. Vincent Medical Center", "Seton Medical Center" and "Seton Medical Center Coastside", including any trademarks, service marks, trademark and service mark registrations and registration applications, trade names, trade name registrations, logos, domain names, trade dress, copyrights, copyright registrations, website content, know-how, trade secrets and the corporate or company names of Sellers and the names of the Hospitals, together with all rights to sue and recover damages for infringement, dilution, misappropriation or other violation or conflict associated with any of the foregoing; at the Closing, Purchaser will execute and deliver to Sellers the Transition Services Agreement granting to Sellers an unlimited, royalty free, irrevocable license to use any and all of the foregoing solely in connection with the wind-down of the Businesses, the completion of the Bankruptcy Cases and the dissolution of Sellers (and following completion of such wind-down, Bankruptcy Cases and dissolution of Sellers, such license shall automatically terminate);~~

~~(s) all goodwill of the Hospital of such Hospital Seller evidenced by or associated with any of the Assets;~~

~~(t) to the extent transferable or assignable, such Hospital Seller's right or interest in the telephone and facsimile numbers and uniform resource locaters used with respect to the operation of the Hospital of such Hospital Seller;~~

~~(u) each such Hospital Seller's Medicare and Medi-Cal provider agreements and lockbox account(s) identified on **Schedule 1.7(u)**;~~

~~(v)~~(a) all documents, records, correspondence, work papers and other documents, ~~other than patient records,~~ primarily relating to the Accounts Receivable;

~~(w) with respect to Verity Holdings, the assets represented by the assessor's parcel numbers (APN's) listed in **Schedule 1.7(w)** hereof (the "**Purchased Verity Holdings Assets**");~~

(j) the right to use the name "St. Vincent Medical Center";

(k) all goodwill of any Seller that is associated with the Assets;

~~(x)~~(l) except for the Excluded Assets, to the extent assignable or transferable, ~~and subject to the Permitted Exceptions,~~ any other assets owned by ~~such Hospital Seller~~ Sellers (which are not otherwise specifically described above in this Section ~~1.7)~~1.7) that are used in the operation of the ~~Hospital of such Hospital Seller;~~Assets.

~~(y) all of Seton's interest in and to the PACE Obligations; and~~

~~(z) all QAF V and subsequent QAF program payments received after the Closing (e.g., QAF VI and QAF VII).~~

As used herein, the term ~~"~~"**Permitted Exceptions**~~"~~" means (i) the Assumed Obligations; (ii) ~~the PACE Obligations; (iii)~~ liens for taxes not yet due and payable (~~iv~~iii) easements, rights of way, zoning ordinances and other similar encumbrances affecting real property; (~~v~~and (iv) other imperfections of title or encumbrances, if any, which are not monetary in nature and that are not, individually or in the aggregate, material to the ~~business of the Hospital; (vi) any agreements made with any governmental authority in order to obtain any consent or approval, including, without limitation, in connection with the Medicare and Medi-Cal provider agreements; and (vii) other imperfections of title or encumbrances that are expressly identified on **Schedule 1.7** hereof~~use and operation of the Assets.

1.8 Excluded Assets. Notwithstanding anything to the contrary in Section ~~1.7, each Seller~~1.7, Sellers shall retain, and shall not transfer to Purchaser pursuant to this Agreement, all right, title and interests~~, rights and other assets owned directly or indirectly by it (or any of such Seller's affiliates) which are not among the Assets, including, without limitation,~~ in

and to the following ~~interests, rights and other assets of such Seller~~ (collectively, the ~~"~~"**Excluded Assets**~~")~~:"):

(a) cash, cash equivalents and short-term investments;

(b) all Seller Plans (defined below) and the assets of all Seller Plans and any asset that would revert to the employer upon the termination of any Seller Plan, including, without limitation, any assets representing a surplus or overfunding of any Seller Plan;

(c) all contracts that are not Assumed Contracts;

(d) all leases that are not Assumed Leases;

(e) all inventories of supplies, drugs, food, janitorial and office supplies and other disposables and consumables (i) located at the ~~portions of~~ Hospital or (ii) used in the operation of the Hospital (the "**Inventory**~~,~~");

~~(e)~~(f) all Prepaids, and other assets disposed of, expended or canceled, as the case may be, by ~~such Seller~~Sellers after the Signing Date and prior to the Effective Time in the ordinary course of business;

~~(f)~~(g) assets owned and provided by vendors of services or goods to the ~~Hospital of such Hospital Seller~~Assets;

~~(g)~~(h) all of ~~such Seller's~~each Seller's organizational or corporate record books, minute books~~, tax returns,~~ and tax records ~~and reports, data, files and documents, including electronic data related thereto~~;

~~(h)~~(i) all claims, counterclaims and causes of action of ~~such~~each Seller or ~~such Seller's~~each Seller's bankruptcy estate arising prior to the Effective Time (including parties acting for or on behalf of ~~such Seller's~~a Seller's bankruptcy estate, including, but not limited to, the official committee of unsecured creditors appointed in the Bankruptcy Cases), including, without limitation, rights of recovery or set-off of every kind and character against third parties, causes of action arising out of any claims and causes of action under chapter 5 of the Bankruptcy Code and any related claims, counterclaims and causes of action under applicable non-bankruptcy law, and any rights to challenge liens asserted against property of ~~such Seller's~~each Seller's bankruptcy estate, including, but not limited to, liens attaching to the Purchase Price paid to ~~such~~each Seller, and the proceeds from any of the foregoing;

~~(i)~~(j) other than casualty insurance proceeds described in Section 1.7(~~m~~h), all insurance policies and contracts and coverages obtained by ~~such~~any Seller or listing ~~such~~a Seller as insured party, a beneficiary or loss payee, including prepaid insurance premiums, and all rights to insurance proceeds under any of the foregoing, and all subrogation proceeds related to any insurance benefits arising from or relating to Assets prior to the Closing Date;

~~(j) all deposits made with any entity that provides utilities to the Hospital (the "**Utility Deposits**");~~

(k) all rents, deposits, prepayments, and similar amounts relating to any contract or lease that is not an Assumed Contract or Assumed Lease;

(l) all ~~non-transferrable~~ unclaimed property of any third party as of the Effective Time, including, without limitation, property which is subject to applicable escheat laws;

(m) all ~~other~~ bank accounts of ~~such~~ Sellers ~~not listed on **Schedule 1.7(u)**~~;

(n) all writings and other items that are protected from discovery by the attorney-client privilege, the attorney work product doctrine or any other cognizable privilege or protection;

(o) the rights of ~~such~~each Seller to receive mail and other communications with respect to Excluded Assets or Excluded Liabilities;

(p) all director and officer insurance of any Seller;

(q) all tax refunds of ~~such~~each Seller;

(r) all documents, records, operating manuals and film pertaining to the ~~Hospital~~Assets that the parties agree that ~~such Seller is~~ Sellers are required by law to retain;

(s) all patient records and medical records ~~which are not required by law to be maintained by such Seller as of the Effective Time~~;

(t) all documents, records, correspondence, work papers and other patient records ~~that may not be transferred under applicable law~~, and any other documents, records, or correspondence (including with respect to any employees~~) that may not be transferred under applicable law;~~);

(u) any rights or documents relating to any Excluded Liability or other Excluded Asset;

(v) any rights or remedies provided to ~~such~~ Seller under this Agreement and each other document executed in connection with the Closing;

(w) any (i) personnel files for employees of ~~such~~any Seller ~~who are not hired by Purchaser~~; (ii) other books and records that ~~such~~each Seller is required by ~~Law~~law to retain; provided, however, that except as prohibited by ~~Law~~law and subject to ~~Article~~ARTICLE 5, Purchaser shall have the right to make copies of any portions of such retained books and records that relate to the ~~business of the Hospital as conducted before the Closing or that relate to any~~physical condition of the Assets and the Personal Property; (iii) documents which ~~such~~ Seller

is not permitted to transfer pursuant to any contractual obligation owed to any third party; (iv) documents primarily related to any Excluded Assets; ~~and~~ (v) documents necessary to prepare tax returns (Purchaser shall be entitled to a copy of such documents~~). With respect to~~); and (vi) documents necessary to prepare cost reports~~, Purchaser shall receive the original document and such Seller shall be entitled to retain a copy of such documents for any period ending on or prior to the Closing Date~~;

(x) all deposits or other prepaid charges and expenses paid in connection with or relating to any other Excluded Assets;

(y) all accounts and interest thereupon, notes and interest thereupon and other receivables of Sellers, including, without limitation, accounts, notes or other amounts receivable, and all claims, rights, interests and proceeds related thereto, including all accounts and other receivables, disproportionate share payments and Seller Cost Report settlements related thereto, in each case arising from the rendering of services or provision of goods, products or supplies to inpatients and outpatients at the Hospital, billed and unbilled, recorded and unrecorded, for services, goods, products and supplies provided by Sellers prior to the Effective Time whether payable by Medicare, Medicaid, or any other payor (including an insurance company), or any health care provider or network (such as a health maintenance organization, preferred provider organization or any other managed care program) or any fiscal intermediary of the foregoing, private pay patients, private insurance or by any other source (collectively, "**Accounts Receivable**");

(z) all documents, records, correspondence, work papers and other documents, other than patient records, primarily relating to the Accounts Receivable;

~~(y)~~(aa) (i) all rights, claims and causes of action of ~~such Seller~~Sellers to the extent related to and/or to the extent arising out of the ~~receivables identified in **Schedule 1.8(y)**~~Accounts Receivable and rights to settlements and retroactive adjustments, if any, whether arising under a Seller Cost Report or otherwise, ~~for any reporting periods ending on or prior to the Effective Time,~~ whether open or closed, arising from or against the United States government under the terms of the Medicare program or TRICARE (formerly the Civilian Health and Medical Program of the Uniformed Services); and (ii) causes of action under Sections 544, 547, 548, and 550 of the Bankruptcy Code against the counterparties to the Assumed Contracts and Assumed Leases;

~~(z) all pre-Closing settlements or settlements pursuant to adversary proceedings in the Bankruptcy Cases, including, without limitation, any proceedings identified in Section 1.8(h) or 1.8(y) (together with the items identified in Section 1.8(h) and 1.8(y), the "**Excluded Settlements and Actions**");~~

(bb) ~~for the avoidance of doubt,~~ all Hospital Care Assurance Program ("**HCAP**") payments and payments from the State of California or any of its administrative

entities or other entitles to support the Hospital (together with Medicare and California Medicaid supplemental payments, the "**Supplemental Payments**");

~~(aa) all QAF IV~~Disproportionate Share Hospital Payments ("**DSH**") and ~~QAF V payments actually received prior to the Signing Date;~~

~~(bb)~~(cc) all ~~assets of Verity Holdings other than the Purchased Verity Holdings Assets~~Quality Assurance Fees ("**QAF**"); and ~~all assets of any of the tenants located in the leased premises of the purchased Verity Holdings properties; and~~

(dd) any assets identified in **Schedule 1.8(~~ee~~)dd).**

~~(cc)~~

1.9 Assumed Obligations. On the Closing Date, each Seller shall assign, and Purchaser shall assume and agrees to discharge, perform and satisfy fully, on and after the Effective Time, the following liabilities and obligations of such ~~Seller~~Sellers and only the following liabilities and obligations (collectively, the ~~"~~"**Assumed Obligations**~~"):~~"):

(a) the Assumed Contracts and all liabilities of ~~such~~each Seller under the Assumed Contracts, arising on or after the Effective Time, including related Cure Costs;

(b) the Assumed Leases and all liabilities of ~~such~~each Seller under the Assumed Leases, arising on or after the Effective Time, including related Cure Costs;

(c) all liabilities and obligations arising out of or relating to any act, omission, event or occurrence connected with the use, ownership or operation by Purchaser of the ~~Hospital or any of the~~ Assets on or after the Effective Time;

~~(d) all accrued vacation and other paid time off, to the extent assumed under Section 1.1(a)(ii);~~

~~(e) all liabilities and obligations of such Seller related to the Hired Employees arising on or following the Effective Time;~~

~~(f)~~(d) all unpaid real and personal property taxes, if any, that are attributable to the Assets after the Effective Time, subject to the prorations provided in Section ~~1.6;~~1.6;

~~(g)~~(e) all liabilities and obligations arising on or following the Effective Time relating to utilities being furnished to the Assets, subject to the prorations provided in Section ~~1.6;~~1.6.

~~(h) any documentary, sales and transfer tax liabilities of such Seller incurred as a result of the consummation of the transaction contemplated by this Agreement;~~

~~(i) all liabilities or obligations provided for in Section 5.3;~~

~~(j) any obligations or liabilities Purchaser may desire or need to assume in order to have the Certifications/Licenses/Permits identified on Schedule 1.7(b) reissued to Purchaser, as well as any liabilities or obligations associated with Sellers' Medicare and Medi-Cal provider agreements, but only to the extent assumed by Purchaser, and any Medi-Cal liabilities or obligations needed to support ongoing Hospital Quality Assurance Fee Program payments; and~~

~~(k) any other obligations and liabilities identified in **Schedule 1.9(k)**.~~

1.10 Excluded Liabilities. Other than the Assumed Obligations, Purchaser shall not assume or become responsible for any duties, obligations or liabilities of any Seller that are not assumed by Purchaser pursuant to the terms of this Agreement, the Bill of Sale, the Assumption Agreement or the Real Estate Assignment(s) (the ~~"~~"**Excluded Liabilities**~~"), and~~"). Other than the Assumed Liabilities, each Seller shall remain fully and solely responsible for all ~~of~~ such ~~Seller's~~Seller's debts, liabilities, contract obligations, expenses, obligations and claims of any nature whatsoever related to the Assets or the Hospital unless expressly assumed by Purchaser under this Agreement, in the Bill of Sale, the Assumption Agreement or in the Real Estate Assignment(s). Without limiting the generality of the foregoing, the Parties acknowledge and agree that all PTO Liabilities (as defined in Section 8.7), Labor Obligations (as defined in Section 8.7), and Seller Third Party Liabilities shall be Excluded Liabilities hereunder. For purposes of this Agreement, "**Seller Third Party Liabilities**" shall mean any fees related to the Hospital that are payable in connection with any State or federal programs, Medicare and/or Medi-Cal cost report liabilities or obligations with respect to the Hospital, and Medicare or Medi-Cal EHR liabilities or obligations with respect to the Hospital.

1.11 Designation of Assumed Contracts and Assumed Leases.

(a) Except as provided in Section ~~1.11(b),~~1.11(b), all contracts and leases will be subject to evaluation by Purchaser for assumption or rejection (collectively ~~"~~"**Evaluated Contracts**~~"~~). Not later than ~~seven (7~~ten (10) days ~~prior to the date~~after entry of the ~~auction for the Assets~~Sale Order (i) Purchaser shall notify each Seller in writing of which Evaluated Contracts are to be assumed by such Seller and assigned to Purchaser and (ii) Purchaser shall notify each Seller in writing signed and dated by Purchaser of which Evaluated Contracts are to be rejected by such Seller (collectively, the ~~"~~"**Rejected Contracts**~~");~~"); provided~~,~~ that Purchaser shall have the right to designate additional Evaluated Contracts for assumption up to thirty (30) days prior to Closing. Each Seller shall file such motions in the Bankruptcy Court and take such other actions as are reasonably necessary to ensure that final and non-appealable orders ~~are entered~~ (x) assuming and assigning the ~~respective~~ Assumed Contracts or Assumed Leases ~~applicable to such Seller~~ to Purchaser are entered and (y) rejecting the Rejected Contracts are entered. With respect to each Assumed Lease, ~~the applicable~~ Seller shall execute and deliver to Purchaser an Assignment and Assumption of Lease. Notwithstanding anything to the contrary set forth in this Agreement, the Rejected Contracts shall constitute part of the Excluded Assets pursuant to, and as defined in, this Agreement.

~~(b)~~ At Closing and pursuant to an order of the Bankruptcy Court, ~~each Seller will~~Sellers shall assume and immediately assign to Purchaser ~~the leases of such Seller for Leased~~

~~Real Property~~, and as of the Effective Time, Purchaser shall assume from Sellers, the ~~Tenant~~Assumed Contracts and the Assumed Leases~~.~~

~~(c)~~(b) ~~Notwithstanding the foregoing, Purchaser's obligation to consummate~~, provided, however, consistent with Section 1.9, Purchaser shall only assume the ~~transactions contemplated by this Agreement are not contingent upon the assumption, assignment or rejection of any contract or lease, or on the amount of any payment or other performance needed to cure any default~~liabilities that arise thereunder with respect to events or periods on and after the Effective Time and that do not relate to any failure to perform or other breach, default, or violation by any Seller on or prior to the Closing Date.

1.12 Disclaimer of Warranties~~; Release~~.

(a) THE ASSETS TRANSFERRED TO PURCHASER WILL BE SOLD BY SELLERS AND PURCHASED BY PURCHASER IN THEIR PHYSICAL CONDITION AT THE EFFECTIVE TIME, "AS IS, WHERE IS AND WITH ALL FAULTS AND NONCOMPLIANCE WITH LAWS" WITH NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, USAGE, WORKMANSHIP, QUALITY, PHYSICAL CONDITION, OR VALUE, AND ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED~~, AND WITH RESPECT TO THE LEASED REAL PROPERTY WITH NO WARRANTY OF HABITABILITY OR FITNESS FOR HABITATION, INCLUDING, WITHOUT LIMITATION, THE LAND, THE BUILDINGS AND THE IMPROVEMENTS~~. ALL OF THE PROPERTIES, ASSETS, RIGHTS, LICENSES, PERMITS, PRIVILEGES, LIABILITIES, AND OBLIGATIONS OF SELLERS INCLUDED IN THE ASSETS AND THE ASSUMED OBLIGATIONS ARE BEING ACQUIRED OR ASSUMED "AS IS, WHERE IS" ON THE CLOSING DATE AND IN THEIR PRESENT CONDITION, WITH ALL FAULTS. ALL OF THE TANGIBLE ASSETS SHALL BE FURTHER SUBJECT TO NORMAL WEAR AND TEAR AND NORMAL ~~AND CUSTOMARY USE OF THE INVENTORY AND SUPPLIES~~ IN THE ORDINARY COURSE OF BUSINESS UP TO THE EFFECTIVE TIME.

(b) Purchaser acknowledges that Purchaser will be examining, reviewing and inspecting all matters which in ~~Purchaser's~~Purchaser's judgment bear upon the Assets~~,~~ and the Sellers~~, the Hospitals, the business of the Hospitals~~ and their value and suitability for ~~Purchaser's~~Purchaser's purposes and is relying solely on ~~Purchaser's~~Purchaser's own examination, review and inspection of the Assets and Assumed Obligations. Purchaser releases each Seller and its affiliates from all responsibility and liability regarding the condition, valuation, salability or utility of the ~~business of the Hospitals or the~~ Assets, or their suitability for any purpose whatsoever. Purchaser further acknowledges that the representations and warranties of Sellers contained in ARTICLE 2 of this Agreement are the sole and exclusive representations and warranties made by Sellers to Purchaser (including with respect to the Hospitals, the Assets and the Assumed Obligations) and shall expire, and be of no further force or effect after ~~January~~April 8, 2019, (the period from the Signing Date until ~~January~~April 8, 2019, the "**Final**

Diligence Period~~")~~,"), except that the Sale Order Date Representations shall expire, and be of no further force or effect upon the Sale Order Date, and in each case Sellers shall not have any liability in respect of any breach thereof following such expiration.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF ~~SELLERS~~SELLERS

Each Seller hereby represents, warrants and covenants to Purchaser, severally (and not jointly) with respect to such Seller that the following matters are true and correct as of the Signing Date and as of the last day of the Final Diligence Period, except as would not have a material adverse effect upon the ~~Hospitals~~Assets, taken as a whole (a ~~"~~"**Material Adverse Effect**~~")~~") and except as disclosed in the disclosure schedule, as may be amended pursuant to the terms of this Agreement (the ~~"~~"**Disclosure Schedule**~~"),~~"), provided that the representations and warranties set forth in Sections 2.1 (Authorization), 2.2 (Binding Agreement), 2.3 (Organization and Good Standing; No Violation), 2.8 (Compliance with Legal Requirements), 2.9 (Required Consents), 2.11 (Title) and 2.~~14~~12 (Legal Proceedings) (the ~~"~~"**Sale Order Date Representations**~~")~~") shall also be made as of immediately prior to the entry of the Sale Order (the ~~"~~"**Sale Order Date**~~"):~~"):

2.1 2.1 Authorization. ~~Such~~Each Seller has all necessary corporate power and authority to enter into this Agreement and, subject to Bankruptcy Court approval, to carry out the transactions contemplated hereby.

2.2 2.2 Binding Agreement.- This Agreement has been duly and validly executed and delivered by ~~such~~each Seller and, assuming due and valid execution by Purchaser, this Agreement constitutes a valid and binding obligation of ~~such~~each Seller enforceable in accordance with its terms subject to (a) applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting ~~creditors'~~creditors' rights generally from time to time in effect and (b) limitations on the enforcement of equitable remedies. Except for such corporate actions which have been taken on or before the date hereof, no other corporate action on the part of Sellers is necessary to authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby and thereby.

2.3 2.3 Organization and Good Standing; No Violation.

~~(a)~~ ~~Such~~(a) Each Seller is an entity duly organized, validly existing and in good standing under the laws of the State of California. ~~Such~~Each Seller has all necessary power and authority to own, operate and lease its properties and to carry on its businesses as now conducted.

~~(b)~~ (b) Neither the execution and delivery by ~~such Seller~~Sellers of this Agreement nor the consummation of the transactions contemplated hereby by ~~such Seller~~Sellers nor compliance with any of the material provisions hereof by ~~such~~each Seller, will violate, conflict with or result in a breach of any material provision of ~~such Seller's~~Sellers' articles of incorporation or bylaws or any other organizational documents of ~~such Seller~~Sellers.

2.4 ~~Contracts~~2.4 Contract. Except as set forth in **Schedule 2.4**, upon entry of the Sale Order and ~~Purchaser's~~Sellers' payment of the Cure Costs, to ~~Seller's~~Sellers' knowledge, ~~Seller is~~Sellers are not in material breach or default of the Assumed Contracts or Assumed Leases.- No provision of this Section 2.4 shall apply to any failure to obtain consents to the assignment of the Assumed Contracts and Assumed Leases from third parties to the Assumed Contracts and Assumed Leases for which consent is required to assign the Assumed Contracts and Assumed Leases to Purchaser (the ~~"~~"Contract and Lease Consents~~").~~")

2.5 2.5 Brokers and Finders.- Except as set forth on **Schedule 2.5**, neither ~~such Seller~~Sellers nor any affiliate thereof, nor any officer or director thereof, have engaged or incurred any liability to any finder, broker or agent in connection with the transactions contemplated hereunder.

2.6 ~~Seller~~2.6 Sellers Knowledge.- References in this Agreement to ~~"Sellers'~~"Sellers' knowledge" or ~~"~~"the knowledge of Sellers~~"~~" means the actual knowledge of the Chief Executive Officer or Chief Financial Officer of ~~the applicable~~each Seller, without independent research.- No constructive or imputed knowledge shall be attributed to any such individual by virtue of any position held, relationship to any other Person or for any other reason.

2.7 2.7 Non-Contravention.- Neither the execution and delivery by Sellers of this Agreement and each ~~Ancillary Agreement~~ancillary agreement nor performance of any of the material provisions hereof by Sellers, will violate, conflict with or result in a breach of any material provisions of the articles of incorporation or bylaws of Sellers.

2.8 2.8 Compliance with Legal Requirements. Except as set forth in **Schedule 2.8**, to the knowledge of Sellers: each Seller, with respect to the operation of the ~~Hospitals~~Assets, is in material compliance with all applicable laws, statutes, ordinances, orders, rules, regulations, policies, guidelines, licenses, certificates, judgments or decrees of all judicial or governmental authorities (federal, state, local, foreign or otherwise) (collectively, ~~"~~"**Legal Requirements**~~").~~"). Except as set forth in Schedule 2.8, to the knowledge of Sellers, none of the Sellers, with respect to the operation of the ~~Hospitals~~Assets, has been charged in writing with or been given written notice of or is under investigation with respect to, any material violation of, or any obligation to take material remedial action under, any applicable Legal Requirements.

2.9 2.9 Required Consents. Except as set forth in **Schedule 2.9**, and other than in connection with any Licenses, and any provider agreements (including any such

agreements with a governmental authority~~) and the CA AG (defined below)~~, Sellers are not a party to or bound by, nor are any of the Assets subject to, any mortgage, or any material lien, deed of trust, material lease, or material contract or any material order, judgment or decree which, after giving effect to the Sale Order (a) will require the consent of any third party to the execution of this Agreement or (b) will require the consent of any third party to consummate the transactions contemplated by this Agreement.

2.10 2.10 Environmental Matters.

~~(a)~~ (a) Sellers have provided ~~Purchasers~~Purchaser with the Phase I Environmental Site Assessments set forth in said **Schedule 2.10(a)**.

~~(b)~~ (b) Except as disclosed in **Schedule 2.10(b)**, to the knowledge of Sellers, the operations of the ~~Hospitals~~Assets are not in material violation of any applicable limitations, restrictions, conditions, standards, prohibitions, requirements and obligations of Environmental Laws and related orders of any court or any other governmental authority.

~~(c)~~ (c) For the purposes of this Section, the term ~~"~~"**Environmental Laws**~~"~~" shall mean all state, federal or local laws, ordinances, codes or regulations relating to Hazardous Substances or to the protection of the environment, including, without limitation, laws and regulations relating to the storage, treatment and disposal of medical and biological waste. For purposes of this Agreement, the term ~~"~~"**Hazardous Substances**~~"~~" shall mean (i) any hazardous or toxic waste, substance, or material defined as such in (or for the purposes of) any Environmental Laws, (ii) asbestos-containing material, (iii) medical and biological waste, (iv) polychlorinated biphenyls, -(v) -petroleum -products, -including gasoline, -fuel -oil, -crude -oil and- other various constituents of such products, and (vi) any other chemicals, materials or substances, exposure to which is prohibited, limited or regulated by any Environmental Laws.

2.11 2.11 Title.- Prior to December 21, 2018, Sellers have delivered at their own expense (i) for all the Owned Real Property preliminary title reports issued by First American Title Insurance Company (the ~~"~~"Title Commitments~~"),~~"), (ii) for all of the Owned Real Property all underlying title documents listed on the Title Commitments (the ~~"~~"Underlying Title Documents~~"),~~"), and (iii) for ~~all of~~ the ~~Hospitals an~~ Hospital and other Assets as-built ALTA Surveys (the ~~"~~"Surveys~~",~~", and collectively with the Title Commitment and the Underlying Title Documents, the ~~"~~"Title Documents~~").~~").

2.12 ~~Certain Other Representations with Respect to the Hospitals.~~

~~(a) Except as set forth in Schedule 2.12, all Licenses which are material and necessary to the operation of the Hospitals or the Hospitals by Sellers are valid and in good~~

~~standing and Sellers are in compliance with the terms and conditions of all such Licenses in all material respects, in each case except where the failure to be valid and in good standing or in compliance would not have a material adverse effect on the Assets or the Hospitals. Except as set forth in Schedule 2.12, as of the Closing Date Sellers will have any and all material Licenses required under Legal Requirements to conduct the Hospitals as presently conducted by Sellers, except where the failure to have any such License would not have a material adverse effect on the Assets or the Hospitals. To the knowledge of Sellers, no loss or expiration of any License is pending or threatened.~~

~~(b) Sellers are certified for participation in the Medicare, Medi-Cal and TRICARE programs and any other federal or state health care reimbursement programs in which they participate, and have current and valid provider agreements with each such program, except where the failure to be so certified or have such provider agreements would not have a material adverse effect.~~

~~(c) Sellers have not been excluded from Medicare, Medi-Cal or any federal or state health care reimbursement program, and, to the knowledge of Sellers, there is no pending or threatened exclusion action by a governmental authority against Sellers.~~

2.13 ~~Financial Statements.~~

~~(a) Schedule 2.13(a) hereto contains the following financial statements (the "Historical Financial Statements"): (i) the unaudited balance sheets of the Sellers as of June 30, 2018; (ii) unaudited income statements of the Sellers for the twelve-month periods ended June 30, 2018; (iii) the audited consolidated income statements of Sellers for the years ended 2016 and 2017; and (iv) the unaudited consolidated balance sheet of Sellers as of June 30, 2018.~~

~~(b) the income statements contained in the Historical Financial Statements present, fairly in all material respects the results of the operations of the Sellers as of and for the periods covered therein and, except as set forth on Schedule 2.13(b), the balance sheets contained in the Historical Financial Statements (i) are true, complete and correct in all material respects; (ii) present, fairly in all material respects the financial condition of the Sellers as of the dates indicated thereon; and (iii) to the extent prepared by an independent certified public accounting firm, have been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods covered, except as disclosed therein.~~

2.14 ~~Legal Proceedings. Except as set forth on Schedule 2.14~~2.12 Legal Proceedings. Except as set forth on **Schedule 2.12**, and except for any and all cases and/or pleadings filed or to be filed in the Bankruptcy Court, which shall be available through ~~Sellers'~~Sellers' claims and noticing ~~agent's~~agent's website at ~~http://www.kcclcc.com/VERITYHEALTH/;~~http://www.kcclcc.com/VERITYHEALTH/, to the knowledge of Sellers, there are no material claims, proceedings or investigations pending or threatened with respect to the ownership of the Assets ~~or the operation of the Hospitals or the~~

~~Hospitals by Sellers~~ before any governmental authority. Except as set forth on Schedule 2.~~14~~12, and other than any action or proceeding brought in the Bankruptcy Court, to the knowledge of Sellers, Sellers are not subject to any government order with respect to the ownership or operation by Sellers of the ~~Hospitals or the other Assets or the Hospitals~~Asset and are in substantial compliance with respect to each such government order.

~~2.15 Employee Benefits. Schedule 2.15(a) contains a list of (i) each pension, profit sharing, bonus, deferred compensation, or other retirement plan or arrangement of Seller with respect to the operation of the Hospital, whether oral or written, which constitutes an "employee pension benefit plan" as defined in Section 3(2) of ERISA, (ii) each medical, health, disability, insurance or other plan or arrangement of Seller with respect to the operation of the Hospital, whether oral or written, which constitutes an "employee welfare benefit plan" as defined in Section 3(1) of ERISA, and (iii) each other employee benefit or perquisite provided by Seller with respect to the operation of the Hospital, in which any employee of Seller participates in his capacity as such (collectively, the "**Seller Plans**").~~

~~2.16 Personnel. Schedule 2.16 sets forth a complete list (as of the date set forth therein) of names, positions and current annual salaries or wage rates and scheduled bonus, and the accrued paid time off pay of all employees of Sellers (including employees of the Hospitals and employees of Verity and Verity Holdings) immediately prior to December 21, 2018, whether such employees are full time employees, part-time employees, on short-term or long-term disability or on leave of absence pursuant to Sellers's policies, the Family and Medical Leave Act of 1993 or other similar Legal Requirements (the "**Hospital Employees**") and indicating whether the Hospital Employee is full-time or part-time. Sellers shall have the right to update to Schedule 2.16(a) to reflect changes in employment status or new hires and terminations occurring after December 21, 2018 by providing a revised schedule to Purchase no later than five (5) Business Days before the date scheduled for the Closing.Insurance. Schedule 2.17 contains a list of all material insurance maintained by Sellers with respect to the Assets and the Businesses, as of the Signing Date.~~

~~2.18 Accounts Receivable. To the knowledge of Sellers, all Accounts Receivable included in the Assets at Closing result from the bona fide provision of products or services in the ordinary course of business. All Sellers Accounts Receivable are currently deposited, either electronically or manually, into the bank accounts listed on Schedule 4.25(b).~~

~~2.19 Payer Contracts. To the knowledge of Sellers, and subject to Section 365 of the Bankruptcy Code, Schedule 2.19 sets forth a complete list of all written contracts with private third party payers including insurance companies and HMOs ("**Payer Contracts**"). Sellers have provided Purchasers with a true and correct copy of all material Payer Contracts, whether or not entered into in the ordinary course of business, or otherwise required to be disclosed on Schedule 2.20, in each case together with all amendments thereto.~~

~~2.20 Excluded Individuals. Except as set forth on Schedule 2.20, to the knowledge of Sellers: neither Sellers, Hospitals nor any director, officer or employee of Sellers or Hospitals (a) was, is or is proposed to be, suspended, excluded from participation in, or sanctioned under, any~~

~~federal or state health care program (including, without limitation, Medicare and Medicaid) (an "**Excluded Individual**"); (b) has been convicted of any criminal offense related to the delivery of any medical or health care services or supplies, or related to the neglect or abuse of patients; (c) has failed to maintain its current License to provide the services required to be provided by it to or on behalf of Sellers and Hospitals; or (d) is unable to obtain or maintain liability insurance consistent with commercially reasonable industry practices.~~

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF PURCHASER

As an inducement to Sellers to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Purchaser hereby represents, warrants and covenants to Sellers as to the following matters as of the Signing Date and, except as otherwise provided herein, shall be deemed to remake all of the following representations, warranties and covenants as of the Closing Date:

~~3.1 Authorization. Purchaser has full power and authority to enter into this Agreement and has full power and authority to perform its obligations hereunder and to carry out the transactions contemplated hereby. No additional internal consents are required in order for Purchaser to perform its obligations and agreements hereunder.~~

~~3.2 Binding Agreement. This Agreement has been duly and validly executed and delivered by Purchaser and, assuming due and valid execution by Sellers, this Agreement constitutes a valid and binding obligation of Purchaser enforceable in accordance with its terms subject to (a) applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect and (b) limitations on the enforcement of equitable remedies.~~

3.3 3.1 Organization and Good Standing.~~-~~ Purchaser is a ~~corporation~~political subdivision of the State of California duly organized, validly existing and in good standing under the laws of the State of California~~, is or will be duly authorized to transact business in the State of California, and~~.

3.2 Authority; Validity; No Breach.

3.2.1 Purchaser has the full power and authority to (a) own, lease, and operate ~~and lease~~ its properties and ~~to carry on its business~~assets as presently owned, leased, and operated, and (b) carry on its businesses as such businesses are now being conducted.

~~3.4 No Violation. Except as set forth in **Schedule 3.4**, neither the execution and delivery by Purchaser~~

3.2.2 Subject to Section 8.8: (a) Purchaser has the full right, power, legal capacity and authority, without the consent of any other person, to execute, deliver, and carry out the terms of this Agreement ~~nor~~and all documents and agreements necessary to give effect to the provisions

of this Agreement and to consummate the transactions contemplated hereby; (b) all corporate and other actions required to be taken by Purchaser to authorize the execution, delivery, and performance of this Agreement, all documents executed by Purchaser which are necessary to give effect to this Agreement, and all transactions contemplated hereby, have been duly and properly taken or obtained or will be duly and properly taken or obtained by Purchaser prior to the Closing Date; and (c) no other action on the part of Purchaser is necessary to authorize the execution, delivery, and performance of this Agreement, all documents necessary to give effect to this Agreement and all transactions contemplated hereby.

3.2.3 Subject to Section 8.8, this Agreement is, and the other documents to be delivered at Closing will be, the lawful, valid and legally binding obligation of Purchaser and enforceable in accordance with their respective terms. Subject to Section 8.8, the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby ~~nor compliance~~will not, with ~~any of the material provisions hereof by Purchaser will~~ or without the giving of notice and/or the passage of time: (a) violate~~,~~ or conflict with ~~or result in a breach of any material provision of the Articles of Incorporation, Bylaws or other~~ the organizational documents of Purchaser~~ or any contract, lease or other instrument by which Purchaser is bound; (b) require any approval or consent of, or filing with, any governmental agency or authority, (c)~~ ; (b) violate ~~any law, rule, regulation, or ordinance to which Purchaser is or may be subject, (d) violate~~ or conflict with any judgment, order, writ, or decree of any court ~~or other governmental agency or authority to which~~ applicable to Purchaser; (c) violate or conflict with any law, statute, rule, or regulation applicable to Purchaser~~ is subject.~~; or (d) result in the breach or termination of any provision of, or create rights of acceleration or constitute a default under, the terms of any indenture, mortgage, deed of trust, contract, agreement, or other instrument to which Purchaser is a party or by which Purchaser is bound.

3.3 Litigation or Claims. Purchaser is not engaged in, or a party to or, to Purchaser's knowledge, threatened with, any suit, action, proceeding, inquiry, enforcement action, investigation, claim, or demand or legal, administrative, arbitration, or other method of settling disputes or disagreements which could reasonably be expected to have a Material Adverse Effect on the ability of Purchaser to perform its obligations under this Agreement.

3.4 Ability to Perform. Purchaser has the ability to obtain funds in cash in amounts equal to the Purchase Price by means of credit facilities or otherwise and will at the Closing have immediately available funds in cash, which are sufficient to pay the Purchase Price (as adjusted pursuant to the terms of this Agreement) and to pay any other amounts payable at the Closing pursuant to this Agreement and to consummate the transactions contemplated by this Agreement.

3.5——3.5 Brokers and Finders.-. Neither Purchaser, nor any affiliate thereof, nor any officer or director thereof, has engaged any finder or broker in connection with the transactions contemplated hereunder.

3.6 3.6 Representations of Sellers.- Purchaser acknowledges that it is purchasing the Assets on an "AS IS, WHERE IS" basis (as more particularly described in Section 1.12), and that Purchaser is not relying on any representation or warranty (expressed or implied, oral or otherwise) made on behalf of any Seller other than as expressly set forth in this Agreement. -Purchaser further acknowledges that no Seller is making any representations or warranties herein relating to the Assets ~~or the operation of the Hospital~~for time periods on and after the Effective Time.

~~3.7——Legal Proceedings. Except as described on **Schedule 3.7**, there are no claims, proceedings or investigations pending or, to the best knowledge of Purchaser, threatened relating to or affecting Purchaser or any affiliate of Purchaser before any court or governmental body (whether judicial, executive or administrative) in which an adverse determination would materially adversely affect the properties, business condition (financial or otherwise) of Purchaser or any affiliate of Purchaser or which would adversely affect Purchaser's ability to consummate the transactions contemplated hereby. Neither Purchaser nor any affiliate of Purchaser is subject to any judgment, order, decree or other governmental restriction specifically (as distinct from generically) applicable to Purchaser or any affiliate of Purchaser which materially adversely affects the condition (financial or otherwise), operations or business of Purchaser or any affiliate of Purchaser or which would adversely affect Purchaser's ability to consummate the transactions contemplated hereby.~~

~~3.8——No Knowledge of a Seller's Breach. Neither Purchaser nor any of its affiliates has knowledge of any breach of any representation or warranty by any Seller or of any other condition or circumstance that would give Purchaser a right to terminate this Agreement pursuant to Section 9.1(c). If information comes to Purchaser's attention on or before the Closing Date (whether through a Seller or otherwise and whether before or after the Signing Date) which indicates that Sellers have breached any of its representations and warranties under this Agreement, then the effect shall be as if the representations and warranties had been modified in this Agreement in accordance with the actual state of facts existing prior to the Effective Time such that there will be no breach under Sellers' representations and warranties in relation to such information; *provided, however*, that Purchaser must immediately notify Sellers if any such breach comes to its attention on or before the Closing Date, and Purchaser's failure to so notify Sellers shall constitute a waiver by Purchaser of Sellers' breach, if any, of any representation or warranty. If any such information comes to Purchaser's attention on or before the Closing Date (whether through a Seller or otherwise, including through updated schedules, and whether before or after the Signing Date) that would give Purchaser a right to terminate this Agreement pursuant to Section 9.1(c), Purchaser must immediately notify Sellers if any such information comes to its attention on or before the Closing Date, and Purchaser's failure to so notify Sellers shall constitute a waiver of such right in relation to the relevant breach.~~

3.9 ~~Ability to Perform. Purchaser has the ability to obtain funds in cash in amounts equal to the Purchase Price by means of credit facilities or otherwise and will at the Closing have immediately available funds in cash, which are sufficient to pay the Purchase Price and to pay any other amounts payable pursuant to this Agreement and to consummate the transactions contemplated by this Agreement.~~

3.10 ~~Purchaser Knowledge. References in this Agreement to "Purchaser's knowledge" or "the knowledge of Purchaser" means the actual knowledge of the Chief Executive Officer, Chief Financial Officer or Chief Operating Officer of Purchaser, without independent research. No constructive or imputed knowledge shall be attributed to any such individual by virtue of any position held, relationship to any other Person or for any other reason.~~

3.11 ~~Investigation. Purchaser has been afforded reasonable access to, and has been provided adequate time to review, the books, records, information, operations, facilities and personnel of each Seller and the Hospital for purposes of conducting a due diligence investigation of each Seller and the Hospital. Purchaser has conducted a reasonable due diligence investigation of each Seller and the Hospital and has received satisfactory answers to all inquiries it has made respecting each Seller and the Hospital and has received all information it considers necessary to make an informed business evaluation of each Seller and the Hospital. In connection with its due diligence investigation of each Seller and the Hospital, Purchaser has not relied upon any books, records, information, operations, facilities and personnel provided by any Seller, including in making its determination to enter into this Agreement and/or consummate the transactions contemplated hereby.~~

ARTICLE 4

COVENANTS OF ~~SELLERS~~SELLER

4.1 Access and Information; Inspections.

4.1.1 From the Signing Date through the Effective Time, (a) ~~each Seller~~Sellers shall afford to the officers and agents of Purchaser (which shall include ~~accountants,~~ attorneys~~,~~ ~~bankers~~ and other consultants and authorized agents of Purchaser) reasonable access during normal business hours ~~at Seller's corporate headquarters in El Segundo, California to, and~~ the right to inspect, ~~the books, accounts, records and all other~~ all relevant documents and information with respect to the ~~assets, liabilities and business of the Hospital of such Seller and the~~ plant and property of the ~~Hospital of such Seller at the Hospital of such Seller and (b) each Seller shall furnish Purchaser with such additional financial and operating data and other information in such Seller's possession as to businesses and properties of the Hospital of such Seller as Purchaser or its representatives may from time to time reasonably request~~Assets at the Assets; *provided, however*, that ~~such Seller is~~Sellers are not obligated to disclose information which is proprietary to ~~such Seller~~Sellers and would not be essential to the ongoing operation of the ~~Hospital of such Seller~~Assets by Purchaser; *provided, further*, that all disclosures of

information shall be consistent with the confidentiality agreements and any other non-disclosure agreements entered into (or to be entered into) among Purchaser, its representatives and ~~such Seller. Purchaser's~~Sellers. Purchaser's right of access and inspection shall be exercised in such a manner as not to interfere unreasonably with the operations of ~~any Seller~~Sellers or the ~~Hospital~~Assets.

4.1.2 Notwithstanding anything contained herein, ~~no Seller~~Sellers shall not be required to provide Purchaser or its representatives or agents access to or disclose information where such access or disclosure would violate the rights of its patients, jeopardize the attorney-client or similar privilege with respect to such information or contravene any law, judgment, fiduciary duty or contract entered into prior to or on the date of this Agreement with respect to such information.

4.2 Cooperation.

4.2.1 ~~Each Seller~~Sellers shall reasonably cooperate with Purchaser and its authorized representatives and attorneys: (a) in ~~Purchaser's~~Purchaser's efforts to obtain all consents, approvals, authorizations, clearances and licenses required to carry out the transactions contemplated by this Agreement (including, without limitation, those of governmental and regulatory authorities) or which Purchaser reasonably deems necessary or appropriate, (b) in the preparation of any document or other material which may be required by any governmental agency as a predicate to or result of the transactions contemplated in this Agreement, and (c) in ~~Purchaser's~~Purchaser's efforts to effectuate the assignment of Assumed Contracts to Purchaser as of the Closing Date. Except as may be otherwise requested by ~~a Seller~~Sellers in order to comply with applicable law or regulatory guidance, notwithstanding anything contained herein, other than Bankruptcy Court orders and authorizations, it shall be ~~Purchaser's~~Purchaser's sole responsibility (including payment of any fees, expenses, filings costs or other amounts) to obtain the Contract and Lease Consents, as well as all governmental consents, approvals, assignments, authorizations, clearances and licenses required to (x) carry out the transactions contemplated by this Agreement, including but not limited to medical licenses and/or (y) transfer any of the Assets, including any Licenses. To the extent Purchaser needs certain information and data which is in the possession of ~~a Seller~~Sellers in order for Purchaser to complete ~~Purchaser's~~Purchaser's license and permit approval applications, Purchaser shall receive, upon request, reasonable assistance from ~~such Seller~~Sellers in connection with the provision of such information.

4.2.2 Notwithstanding any provision to the contrary contained in this Agreement ~~(including Section 8.7), no Seller~~, Sellers shall not be obligated to obtain the approval or consent to the assignment, to Purchaser, of any Assumed Contracts or Assumed Leases, from any party to any of the Assumed Contracts or Assumed Leases even if any such contract or lease states that it is not assignable without such ~~party's~~party's consent.

4.3 Other Bidders. Purchaser expressly acknowledges and agrees that ~~each Seller has~~Sellers have an obligation to seek out and determine the best and highest offer reasonably

available for ~~such Seller's~~the Sellers' assets in accordance with the Bankruptcy Code, and nothing herein shall amend, modify, alter, diminish or affect such obligation.

4.4 ~~Sellers'~~Sellers' Efforts to Close. ~~Each Seller~~Sellers shall use ~~its~~their reasonable commercial efforts to satisfy all of the conditions precedent set forth in ~~ARTICLE 7~~ARTICLE 7 and ~~ARTICLE 8~~ARTICLE 8 to ~~its~~Sellers' or ~~Purchaser's~~Purchaser's obligations under this Agreement to the extent that ~~such Seller's~~Sellers' action or inaction can control or materially influence the satisfaction of such conditions~~; provided, however, that such Seller shall not be required to pay or commit to pay any amount to (or incur any obligation in favor of) any person (other than filing or application fees).~~

~~4.5 Termination Cost Reports. Each Seller shall file all Medicare, Medi-Cal and any other termination cost reports required to be filed as a result of the consummation of (a) the transfer of the Assets of such Seller to Purchaser and (b) the transactions contemplated by this Agreement with respect to such Seller, provided that Purchaser shall fund reasonable costs and expenses of preparation, filing and audit of such reports. Purchaser shall permit each Seller access to all Hospital books and records to prepare such reports and shall assist such Seller in the process of preparing, filing, and reviewing the termination cost reports. All such termination cost reports shall be filed by the applicable Seller in a manner that is consistent with current laws, rules and regulations. Each Seller shall be responsible for filing governmental cost reports for the period of January 1, 2019 through the Closing Date. Purchaser shall be responsible for its own cost report filings relating to the Hospitals beginning on the day immediately following the Effective Time.~~

4.6 4.5 Conduct of the Business.- From the Signing Date until the Closing, or the earlier termination of this Agreement, without the prior written consent of Purchaser, Sellers shall, with respect to the ownership of the Assets ~~and the operation of the Hospitals~~, use commercially reasonable efforts to, in each case except as would not have a Material Adverse Effect (except as otherwise noted):

~~(a)~~ (a) without regard to Material Adverse Effect, carry on ~~Sellers'~~Sellers' ownership of the Assets ~~and the operation of the Hospitals~~ consistent with past practice, but subject to the Bankruptcy ~~Cases~~Code and/or the Bankruptcy Court and ~~Sellers'~~Sellers' obligations and actions in connection therewith;

~~(b)~~ (b) maintain in effect the insurance and equipment replacement coverage with respect to the Assets;

~~(c) if and as permitted by the Bankruptcy Court, pay any bonuses payable under the Key Employee Retention Plan and Key Employee Incentive Plan of Sellers;~~

~~(d)~~ (c) maintain the Assets in materially the same condition as at present, ordinary wear and tear excepted;

~~(e)~~ (d) perform its obligations under all contracts with respect to the Assets in compliance with the Bankruptcy Code;

~~(f) following entry of the Sale Order, permit and allow reasonable access by Purchaser and its representatives (which shall include the right to send written materials, all of which shall be subject to Sellers' reasonable approval prior to delivery) to make offers of post-Closing employment to any of Sellers' personnel (including access by Purchasers and their representatives for the purpose of conducting open enrollment sessions for Purchasers' employee benefit plans and programs) and to establish relationships with physicians, medical staff and others having business relations with Sellers;~~

~~(g)~~ (e) with respect to material deficiencies of the Assets, if any, cited by any governmental authority (other than the California Attorney General ~~of the State of California~~ and other than with respect to Seismic requirements) or accreditation body in the most recent surveys conducted by each, cure or develop and timely implement a plan of correction that is acceptable to such governmental authority or such accreditation body;

~~(h)~~ (f) timely file or cause to be filed all material reports, notices and tax returns required to be filed and pay all required taxes as they come due;

~~(i) without regard to Material Adverse Effect, beginning on February 21, 2019 and in accordance with the Sellers' budget under their debtor in possession financing, timely pay any fees that are or become due and payable under QAF IV and QAF V;~~

~~(j)~~ (g) comply in all material respects with all Legal Requirements (including Environmental Laws) applicable to the conduct and operation of the ~~Hospitals~~Assets; and

~~(k)~~ (h) without regard to Material Adverse Effect, maintain all material approvals, permits and environmental permits relating to the ~~Hospitals and the~~ Assets.

~~4.7 Contract With Unions. Representatives of Sellers who are parties to collective bargaining agreements and Purchaser shall meet and confer from time to time as reasonably requested by either party to discuss strategic business options and alternative approaches in negotiating each collective bargaining agreement. The applicable Sellers and Purchaser shall each participate in all union negotiations related to any specific collective bargaining agreement. Promptly following the Signing Date, applicable Sellers shall use commercially reasonable efforts~~

~~to initiate discussions with Purchaser and conduct discussions to renegotiate each collective bargaining agreement currently in effect with each applicable union. The applicable Sellers will not unreasonably withhold, condition or delay approval or implementation of any successfully renegotiated collective bargaining agreement. The parties recognize that an applicable Seller's failure to secure a modification to any collective bargaining agreement, or to conclude a successor collective bargaining agreement shall not be a breach of Sellers' obligation under this Agreement, provided that if the unions refuse to negotiate, or otherwise are not timely, reasonable or realistic in renegotiating, the collective bargaining agreements during the period between the Signing Date and the Closing Date, Sellers and Purchaser will jointly consider, and negotiate mutually in good faith, alternative approaches that may be available and/or necessary to reduce Sellers' labor cost structure, including, but not limited to, seeking to reject the collective bargaining agreement(s).~~

ARTICLE 5

COVENANTS OF PURCHASER

5.1 ~~Purchaser's~~Purchaser's Efforts to Close. Purchaser shall use its reasonable commercial efforts to satisfy all of the conditions precedent set forth in ~~ARTICLE 7~~ARTICLE 7 and ~~ARTICLE 8~~ARTICLE 8 to its or ~~Sellers'~~Sellers' obligations under this Agreement to the extent that ~~Purchaser's~~Purchaser's action or inaction can control or materially influence the satisfaction of such conditions. ~~Prior to consummation of the transactions contemplated hereby or the termination or expiration of this Agreement, Purchaser shall be permitted to communicate and meet with (a) counter-parties to the agreements and contracts of the Hospitals, included those included in Assumed Obligations, regarding the terms and conditions under which they may be assumed and assigned to Purchaser, and (b) applicable governmental and regulatory authorities regarding prospective compliance with regulatory requirements and related issues; so long as, in the case of each of (a) and (b) (i) such communications and meetings do not interfere with the operation of the Businesses or the conduct of the Bankruptcy Cases and (ii) any communications or meetings with any governmental authority are approved in advance by Sellers as to timing and content (and Sellers are copied on such communications and afforded the opportunity to participate in such meetings).~~

5.2 Required Governmental Approvals.

~~(a)~~ With Sellers' reasonable cooperation, Purchaser~~, at its sole cost and expense~~ (a) shall use its ~~best~~commercially reasonable efforts to secure, as promptly as practicable before the Closing Date, all consents, approvals (or exemptions therefrom), authorizations, clearances and licenses required to be obtained from governmental and regulatory authorities in order to carry out the transactions contemplated by this Agreement and to cause all of its covenants and agreements to be performed, satisfied and fulfilled ~~(and provide Sellers copies of all materials relating to such consents, approvals, authorizations, clearances and licenses upon submission and all materials received from third parties in connection with such consents, approvals, authorizations, clearances and licenses upon receipt), and (b) will provide such other information and~~

~~communications to governmental and regulatory authorities as any Seller or such authorities may reasonably request. Purchaser will provide Sellers periodic and timely updates regarding all such consents, approvals, authorizations, clearances and licenses. Purchaser is responsible for all filings with and requests to governmental authorities necessary to enable Purchaser to operate the Hospital at and after the Effective Time. Purchaser shall, promptly, but no later than thirty (30) business days after the entry of the Sale Order or sooner if required by applicable governmental or regulatory authorities, file all applications, licensing packages and other similar documents with all applicable governmental and regulatory authorities which are a prerequisite to obtaining the material licenses, permits, authorizations and provider numbers described in Section 8.1. Purchaser shall be entitled, but not obligated, to obtain the Contract and Lease Consents. Purchaser shall be entitled, but not obligated, to solicit and obtain estoppel certificates from any third party to any Leased Real Property. Purchaser's failure to obtaining any or all of the Contract and Lease Consents or estoppel certificates as of the Closing Date shall not be a condition precedent to either party's obligation to close the transactions contemplated by this Agreement.~~, and (b) will provide such other information and communications to governmental and regulatory authorities as Seller or such authorities may reasonably request.

~~(b) Purchaser and Sellers agree that because the change of ownership and regulatory approval process in connection with the transactions contemplated by this Agreement may take an extended period of time, Purchaser and Sellers agree to an initial closing effective upon the approval of the court and upon the approval of the transaction by the CA AG (as defined below) in accordance with Sections 7.5 and 8.6, at which time the Assets (less the portion of the Assets constituting drugs or other pharmacy assets) will be sold to Purchaser and immediately leased back to Sellers, with a concurrent management agreement entered into at that time upon terms mutually agreeable to the parties in their reasonable business judgment. The Sale Leaseback Agreement and Interim Management Agreement will terminate at the Closing when the Purchaser is issued the Licenses necessary to operate the Hospitals directly (namely, the Hospital Licenses and pharmacy permits).~~

5.3 Certain Employee Matters.

(a) Purchaser ~~agrees~~shall not retain, and shall not be obligated to make offers of employment~~, effective as of the Effective Time, to substantially~~ to, and shall take title to the Assets free and clear of all contracts with, any persons (whether such persons are full time employees, part-time employees, on short-term or long-term disability or on leave of absence, military leave or workers compensation leave) (the "~~**Hospital**~~"**Sellers Employees**~~")~~") who, immediately prior to the Effective Time are: (i) employees of ~~any Seller~~Sellers; (ii) employees of any affiliate of ~~any Seller~~Sellers which employs individuals at the Hospital ~~and are listed on **Schedule 5.3**~~; or (iii) employed by an affiliate of ~~any Seller and are listed on **Schedule 5.3**. For the avoidance of doubt, the Hospital Employees~~ Sellers. Purchaser shall not ~~include any~~be obligated to assume, and shall take title to the Assets free and clear of, any collective bargaining agreements or labor contract with respect to any union employees of ~~Verity or any other affiliate of Seller unless such individual is listed on **Schedule 5.3**. Any of the Hospital~~Sellers. Pursuant to and consistent with Sections 1.10 and 8.7, Sellers shall be fully and solely responsible for all

Sellers Employees, PTO Liabilities and Labor Obligations, and Purchaser shall have no obligation or liability whatsoever with respect to Sellers Employees ~~who accept an offer of employment with Purchaser as of or after the Effective Time shall be referred to in this Agreement as the "**Hired Employees**." All employees who are Hired Employees shall cease to be employees of the applicable Seller~~, the PTO Liabilities or ~~its affiliates as of the Effective Time.~~Labor Obligations.

~~(b) Purchaser shall give all Hired Employees full credit for paid time off pay to such employees as of the Closing Date by crediting such employees the time off reflected in the employment records of the applicable Seller and/or any of its affiliates immediately prior to the Effective Time, subject to compliance with applicable law and regulation, including consent of such employees if required.~~

~~(c) After the Closing Date, Purchaser's human resources department will give reasonable assistance to each Seller and its affiliates with respect to such Seller's and such Seller's affiliates' post-Closing administration of such Seller's and such Seller's affiliates' pre-Closing employee benefit plans for the Hospital Employees. Within five (5) days after the Closing Date, Purchaser shall provide to each Seller a list of all the Hospital Employees who were offered employment by Purchaser but refused such employment along with a list of all Hired Employees (which such list Purchaser shall periodically update).~~

~~(d) With respect to any collective bargaining agreements or labor contract with respect to any employees, Purchaser shall comply with the applicable laws and bankruptcy court orders relating to collective bargaining agreements or labor contracts.~~

~~(e)~~(b) The provisions of this Section ~~5.3~~5.3 are solely for the benefit of the parties to this Agreement, and ~~no~~none of Sellers Employees or any other employee or former employee or any other individual associated therewith or any employee benefit plan or trustee thereof shall be regarded for any purpose as a third party beneficiary of this Agreement, and nothing herein shall be construed as an amendment to any employee benefit plan for any purpose.

5.4 Excluded Assets. As soon as practicable after the Closing Date, Purchaser shall deliver to ~~each Seller~~Sellers or ~~such Seller's~~Sellers' designee any Excluded Assets ~~of such Seller~~ found at the ~~Hospital~~Owned Real Property on and after the Effective Time, without imposing any charge on ~~any Seller~~Sellers for ~~Purchaser's~~Purchaser's storage or holding of same on and after the Effective Time.

5.5 Waiver of Bulk Sales Law Compliance. Purchaser hereby waives compliance by Sellers with the requirements, if any, of Article 6 of the Uniform Commercial Code as in force in any state in which the Assets are located and all other laws applicable to bulk sales and transfers.

5.6 5.6 Attorney General. ~~Promptly after entry of the Sale Order, but in any event within ten (10) calendar days, Purchaser shall, at its sole cost and expense, make any notices or~~

~~other filings with the Attorney General of the State of California (the "**CA AG**"). Each Seller shall reasonably cooperate with Purchaser in such notices or other filings.~~

. Without conceding that this Agreement and/or the transactions contemplated herein are subject to the California Attorney General's written approval as required under California Corporations Code Section 5914, Purchaser agrees that promptly after the Signing Date, and in any event prior to the date of the Auction, it will use its commercially reasonable efforts to negotiate any issues with the California Attorney General over approval of the transactions contemplated by this Agreement, if any. Sellers agree to cooperate in good faith as permitted under the Bankruptcy Code to assist in this endeavor.

5.7 5.7 Conduct Pending Closing. Prior to consummation of the transactions contemplated hereby or the termination or expiration of this Agreement pursuant to its terms, unless Sellers shall otherwise consent in writing, Purchaser shall not take any action or fail or omit to take any action which would cause any of ~~Purchaser's~~Purchaser's representations and warranties set forth in ~~ARTICLE 4~~ARTICLE 4 to be inaccurate or untrue as of the Closing.

5.8 5.8 Cure Costs. Purchaser, upon assumption, shall pay the Cure Costs for each Assumed Contract and Assumed Lease so that each such Assumed Contract and Assumed Lease may be assumed by the applicable Seller and assigned to Purchaser in accordance with the provisions of ~~section~~Section 365 of the Bankruptcy Code. For purposes of this Agreement, ~~"~~"Cure Costs~~",~~", means all amounts that must be paid and all obligations that otherwise must be satisfied, including pursuant to Sections 365(b)(1)(A) and (B) of the Bankruptcy Code, in connection with the assumption and/or assignment of the Assumed Contracts and Assumed Leases, if any, to Purchaser as provided herein.

~~5.9 Operating Covenant. Purchaser shall act in good faith and use Purchaser's commercially reasonable efforts to serve the medical needs of each Hospital's service area.~~

~~5.10 HSR Filing. Purchaser and each Seller will as promptly as practicable, and in any event no later than five business days after the date of the Sale Order, file with the Federal Trade Commission and the Department of Justice the notification and report forms required for the transactions contemplated hereby and any supplemental information that may be reasonably requested in connection therewith pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "**HSR Act**"), which notification and report forms and supplemental information will comply in all material respects with the requirements of the HSR Act. Purchaser shall pay all filing fees required with respect to the notification, report and other requirements of the HSR Act. Each of Purchaser and Sellers shall furnish to the other such information and assistance as the other shall reasonably requires in connection with the preparation and submission to, or agency proceedings by, any governmental authority under the HSR Act, and each of Purchaser and Sellers shall keep the other promptly apprised of any communications with, and inquires or requests for information from, such governmental authorities. Purchaser shall take such action (including divestitures or hold separate arrangements) as may be required by any~~

~~governmental authority in order to resolve with the minimum practicable delay any objections such governmental authorities may have to the transactions contemplated by this Agreement under the HSR Act.~~

~~5.11 Contract with Unions. Representatives of Sellers who are parties to collective bargaining agreements and Purchaser shall meet and confer from time to time as reasonably requested by either party to discuss strategic business options and alternative approaches in negotiating each collective bargaining agreement. The applicable Sellers and Purchaser shall each participate in all union negotiations related to any specific collective bargaining agreement. Promptly following the Signing Date, applicable Sellers shall use commercially reasonable efforts to initiate discussions with Purchaser and conduct discussions to renegotiate each collective bargaining agreement currently in effect with each applicable union. The applicable Sellers will not unreasonably withhold, condition or delay approval or implementation of any successfully renegotiated collective bargaining agreement to be assumed by Purchaser. The parties recognize that an applicable Seller's failure to secure a modification to any collective bargaining agreement, or to conclude a successor collective bargaining agreement shall not be a breach of Sellers' obligation under this Agreement. In addition, Sellers may, in their discretion, seek to reject any or all of the collective bargaining agreement(s).~~

ARTICLE 6

~~SELLERS'~~

SELLERS' BANKRUPTCY AND BANKRUPTCY COURT APPROVAL

6.1 Bankruptcy Court Approval~~; Overbid Protection and Break-Up Fee~~.

(a) Sellers and Purchaser acknowledge that this Agreement and the sale of the Assets and the assumption and assignment of the Assumed Contracts and Assumed Leases are subject to Bankruptcy Court approval, and that this Agreement is subject to termination in ~~its entirety in~~ the event ~~any Seller receives~~Sellers receive a better and higher offer for ~~the Assets~~Sellers' assets in accordance with the Bankruptcy Code ~~and subject to the terms stated herein~~.

~~(b) Promptly following the execution of this Agreement by all parties, the Seller shall file a motion with the Bankruptcy Court (the "**Sales Procedures Motion**"), the content of which shall be subject to the reasonable approval by Purchaser, for entry of an order approving bid procedures and overbid protections containing substantially the following terms and conditions:~~

~~(1) the Seller shall not accept any offer to sell the Assets subject to this Agreement ("**Overbid**") to another purchaser ("**Overbidder**") unless that offer exceeds the Purchase Price by an amount sufficient to pay the Break-Up Fee and such offer includes the purchase of substantially all Assets subject of this Agreement;~~

~~(2) in the event that an overbidder (and not the Purchaser) is the successful bidder for the purchase of the Assets (the "**Alternate Transaction**") and the Alternative Transaction is approved by the Bankruptcy Court, (a) the Deposit, and any interest earned thereon, shall be returned to Purchaser immediately upon the entry of such sale order, and (b) Purchaser shall be paid a break-up fee of three and one-half percent (3.5%) of the Cash Consideration ($21,350,000.00) plus reimbursement of reasonably documented reasonable costs and expenses incurred by Purchaser related to its due diligence, and pursuing, negotiating, and documenting the transactions contemplated by this Agreement in an amount not to exceed $2,000,000.00 ((the "**Break-Up Fee**"); provided, however, that in the event that the Purchaser is successful as to some but not all of the Assets, the Break-Up Fee shall be reduced pro rata to the percentage of Assets not actually purchased by the Purchaser, based on the allocation of the Purchase Price as described in Section 1.1(a)(i), as compared to the Assets which were the subject of this Agreement.; and~~

~~(3) The Break-Up Fee shall be deemed to be an allowed expense of the kind specified in Section 503(b) of the Bankruptcy Code to be paid solely from the proceeds of the Alternate Transaction, pursuant to the Sale Order. The Break-Up Fee shall not be paid if the Alternate Transaction was pursued due to a material breach by the Purchaser or the Purchaser's failure or refusal to consummate the transaction after the satisfaction or waiver of all closing conditions.~~

~~The Sales Procedures Motion will contain bid procedures as set forth in the bid procedures attached hereto as **Schedule 6.1(b)(3)**.~~

~~If Sellers fails to obtain Bankruptcy Court approval for the Sales Procedures Motion by no later than four weeks after the end of the Final Diligence Period, Purchaser shall have the right to terminate this Agreement, without recourse or liability, and Seller shall immediately thereafter return to Purchaser the Deposit and any interest earned thereon.~~

~~(c)~~(b) ~~Each Seller~~ Sellers shall at the Sale Hearing exercise reasonable efforts to obtain a ~~"~~"Sale Order~~"~~" approving this Agreement, subject to its obligations in respect of any better and higher offer for ~~such Seller's~~Sellers' assets in accordance with the Bankruptcy Code. For purposes of this Agreement, the term ~~"~~"Sale Order~~"~~" shall mean an order of the Bankruptcy Court authorizing the sale of the Assets (including the assumption and assignment of the Assumed Contracts and Assumed Leases) to Purchaser consistent with this Agreement and in ~~a~~ form and substance reasonably satisfactory to Purchaser.

~~(d)~~(c) ~~Each Seller agrees~~Sellers agree to proceed in good faith to obtain Bankruptcy Court approval of the sale contemplated herein with a determination that Purchaser is a good faith purchaser pursuant to Bankruptcy Code ~~section~~Section 363(m) and to file such declarations and other evidence as may be required to support a finding of good faith and that the Purchase Price was not controlled by an agreement in violation of Section 363(n) of the Bankruptcy Code.

~~(e)~~(d) ~~Each Seller~~Sellers shall seek an order from the Bankruptcy Court retaining jurisdiction over all matters relating to claims against ~~such Seller~~Sellers as debtor solely in the Bankruptcy Court.

6.2 Appeal of Sale Order. In the event an appeal is taken or a stay pending appeal is requested from the Sale Order, Sellers shall immediately notify Purchaser of such appeal or stay request and shall provide to Purchaser promptly a copy of the related notice of appeal or order of stay. Sellers shall also provide Purchaser with written notice of any motion or application filed in connection with any appeal from either of such orders. In the event of an appeal of the Sale Order, Sellers shall be ~~primarily~~solely responsible for drafting pleadings and attending hearings as necessary to defend against the appeal; provided, however, Purchaser, at its sole option, shall have the right to participate as a party in interest in such appeal. In the event a stay is issued by any appellate court, including the United States District Court, which prevents the sale from closing, as scheduled, Purchaser shall have the right to terminate this Agreement if such stay is not vacated on or before forty-five (45) days from the date ~~of~~ the stay is issued, and Purchaser shall be entitled to ~~the~~ prompt return of the Deposit and any interest earned thereon.

6.3 Related Filings in the Bankruptcy Cases. Sellers shall promptly, and in no event less than three (3) business days prior to making any of the following filings in connection with the Bankruptcy Cases, provide Purchaser with the proposed final drafts of any and all motion(s) seeking Bankruptcy Court approval of the sale contemplated herein and any related motions, applications, pleadings, schedules, statements, reports, proposed orders and other papers (including exhibits and supporting documentation) filed by or on behalf of Sellers in the Bankruptcy Court related to or that may have an effect upon the purchase of the Assets, the Assumed Contracts, this Agreement, or the consummation of the transactions or any provision thereof or herein, so as to provide Purchaser and its counsel with a reasonable opportunity to review and comment on such motions or pleadings prior to filing such documents with the Bankruptcy Court.

6.4 Plan of Reorganization. Unless this Agreement has been terminated in accordance with ARTICLE 9 herein, Sellers covenant and agree that if the Sale Order is entered, the terms of any plan submitted by Sellers to the Bankruptcy Court for confirmation or otherwise supported by Sellers shall not conflict with, supersede, abrogate, nullify, modify or restrict the terms of this Agreement or the rights of Purchaser hereunder, or in any way prevent or interfere with the consummation or performance of any transaction that is contemplated by this Agreement or approved pursuant to the Sale Order.

ARTICLE 7

CONDITIONS PRECEDENT TO OBLIGATIONS OF ~~SELLERS~~SELLER

~~Sellers'~~Sellers' obligation to sell the Assets and to close the transactions as contemplated by this Agreement shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date unless specifically waived in writing by Sellers in whole or in part at or prior to the Closing:

7.1 Signing and Delivery of Instruments. Purchaser shall have executed and delivered all documents, instruments and certificates required to be executed and delivered pursuant to the provisions of this Agreement.

7.2 No Restraints. No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the transactions contemplated in this Agreement shall have been issued by any court of competent jurisdiction or any other governmental body and shall remain in effect on the Closing Date, and further, no governmental entity shall have commenced any action or suit before any court of competent jurisdiction or other governmental authority that seeks to restrain or prohibit the consummation of the transactions contemplated hereby.

7.3 Performance of Covenants. Purchaser shall have in all material respects performed or complied with each and all of the obligations, covenants, agreements and conditions required to be performed or complied with by it on or prior to the Closing Date.

7.4 Governmental Authorizations~~.~~. Subject to Section 8.1 and Section 8.8 below, Purchaser shall have obtained all material licenses, permits and authorizations from governmental agencies or governmental bodies that are necessary or required for completion of the transactions contemplated by this Agreement, including reasonable assurances that any material licenses, permits and authorizations not actually issued as of the Closing will be issued following Closing (which may include oral assurances from appropriate governmental agencies or bodies).

~~7.5 Attorney General Provisions. The conditions to Purchaser's obligations to close set forth in Section 8.6 shall have been satisfied.~~

7.6~~7.5~~ Bankruptcy Court Approval. The Bankruptcy Court shall have entered the Sale Order.

~~7.7 HSR Act. The applicable waiting period under the HSR Act shall have expired or been earlier terminated.~~

~~7.8 CSCDA Acknowledgement. The CSCDA and PACE Trustee shall have executed acknowledgements in form and substance acceptable to Sellers that Purchaser is the Successor~~

~~Property Owner and Obligated Party under the PACE Obligations, and releases of the Sellers from any and all claims arising or accruing prior to the Closing Date.~~

ARTICLE 8

CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER

~~Purchaser's~~Purchaser's obligation to purchase the Assets and to close the transactions contemplated by this Agreement shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date unless specifically waived in writing by Purchaser in whole or in part at or prior to the Closing.

8.1 8.1 Governmental Authorizations~~. Except as otherwise set forth in this Agreement,~~. Purchaser ~~and Sellers~~ shall have obtained all material licenses, permits, and authorizations from governmental agencies or governmental bodies that are necessary or required for ~~the purchase, sale and operation~~completion of the ~~Hospitals,~~ transactions contemplated by this Agreement, including ~~without limitation approval of the CA AG (subject to Section 8.6), except in such case where failure to obtain such license, permit or authorizations~~reasonable assurances that any material licenses, permits, and authorizations not actually issued as of the Closing will be issued following Closing (which may include oral assurances from ~~a~~appropriate governmental ~~agency~~agencies or ~~governmental body does not have a Material Adverse Effect~~bodies). Notwithstanding the foregoing, approval of the California Attorney General shall not be a condition precedent to Purchaser's obligation to close the transactions contemplated by this Agreement.

8.2 8.2 Bankruptcy Court Approval.~~-~~ The Bankruptcy Court shall have entered the Sale Order and made a finding that Purchaser is a ~~"~~"good faith"~~"~~ purchaser under Section 363(m) of the Bankruptcy Code.

8.3 8.3 Signing and Delivery of Instruments. ~~Sellers~~Each Seller shall have executed and delivered all documents, instruments, and certificates required to be executed and delivered by such Seller pursuant to ~~all of~~ the provisions of this Agreement.

8.4 8.4 Performance of Covenants. ~~Sellers~~Each Seller shall have in all material respects performed or complied with each and all of the obligations, covenants, and agreements ~~and conditions~~ required to be performed or complied with by ~~Sellers~~such Seller on or prior to the Closing Date; provided, however, this condition will be deemed to be satisfied unless (a) Sellers were given written notice of such failure to perform or comply and did not or could not cure such failure to perform or comply within fifteen (15) business days after receipt of such notice and (b) the respects in which such obligations, covenants, agreements and conditions have not been performed have had or would have a Material Adverse Effect.

8.5 8.5 No Restraints.- No temporary restraining order, preliminary or permanent injunction, or other order preventing the consummation of the transactions contemplated in this Agreement shall have been issued by any court of competent jurisdiction or any other governmental body and shall remain in effect on the Closing Date, and further, no governmental entity shall have commenced any action or suit before any court of competent jurisdiction or other governmental authority that seeks to restrain or prohibit the consummation of the transactions contemplated hereby.

8.6 ~~Attorney General Provisions. Purchaser recognizes~~, or that ~~the transactions contemplated by this Agreement may be subject to review~~would materially and ~~approval~~ adversely affect the operation of the ~~CA AG. Purchaser agrees to close the transactions contemplated by this Agreement so long as any conditions imposed by the CA AG are substantially consistent with the conditions set forth in Schedule 8.6. In the event the CA AG imposes conditions~~ Assets by Purchaser on ~~the transactions contemplated by this Agreement which are not as set forth on Schedule 8.6 (the **"Additional Conditions"**), Sellers shall have the opportunity to file a motion with the Bankruptcy Court seeking the entry of an order finding that the Additional Conditions are an "interest in property" for purposes of 11 U.S.C. § 363(f), and that the Assets can be sold free and clear of the Additional Conditions. If Sellers obtain such an order, from the Bankruptcy Court or another court, Purchaser shall have a period of 21 business days from the entry of such order to determine, in Purchaser's sole and absolute discretion, and in consultation with Purchaser's financing sources, whether to proceed to consummate the transactions contemplated by this Agreement. If Purchaser determines not to proceed, Purchaser shall have the right to terminate this Agreement and receive the return of its Good Faith Deposit.~~

8.7 ~~Medicare and Medi-Cal Provider Agreements. Sellers shall transfer their Medicare provider agreements pursuant to a settlement agreement with the Centers for Medicare and Medicaid Services (**"CMS"**) and shall transfer their Medi-Cal provider agreements pursuant to a settlement agreement with the California Department of Health Care Services (**"DHCS"**), which such settlement agreements shall result in: (i) resolution of all outstanding financial defaults under any of Sellers' Medicare and Medi-Cal provider agreements and (ii) full satisfaction, discharge, and release of any claims under the Medicare or Medi-Cal provider agreements, whether known or unknown, that CMS or DHCS, as applicable, has against the Seller or Purchaser for monetary liability arising under the Medicare or Medi-Cal provider agreements before~~after the Effective Time~~; provided, however, that Purchaser acknowledges that it will succeed to the quality history associated with the relevant Medicare or Medi-Cal provider agreements assigned and shall be treated, for purposed of survey and certification issues as if it is the relevant Seller and no change of ownership occurred~~.

8.8 ~~HSR Act.~~ 8.6 Title Matters. The ~~applicable waiting period under the HSR Act~~Title Company shall have ~~expired~~issued or irrevocably committed to issue to Purchaser title policies for the Assets.

8.7 PTO Liabilities and Labor Agreements and Obligations. Purchaser shall be satisfied, in its reasonable discretion, by the terms of the Sale Order or otherwise, that all

PTO Liabilities and Labor Obligations are Excluded Liabilities and that the Assets are being sold and transferred to Purchaser free and clear of any and all PTO Liabilities and Labor Obligations to the maximum extent permitted by law. For the purposes of this Agreement, "**PTO Liabilities**" shall mean liabilities and/or obligations of any Seller for all vacation pay, holiday pay, short or long-term disability, reimbursement of expenses, tuition reimbursement, commissions, compensation for absences due to jury duty and funeral leave, paid time off, wages, salaries, bonuses, compensation, sick pay, extended sick leave, insurance benefits, or other employee benefits or reimbursements with regard to any current or former Sellers Employees, in each case, for all time periods through and including the Closing Date. For purposes of this Agreement, "**Labor Obligations**" shall mean (a) legal and/or contractual obligations relating to the employment of labor including, without limitation, any provisions relating to wages, hours, equal employment, occupational safety and health, workers' compensation, unemployment insurance, collective bargaining, immigration, affirmative action, and the payment and withholding of social security and other taxes; (b) terms of all collective bargaining agreements, and any and all other agreements and understandings that are in place with any labor unions, trade associations, or other employee organizations that represent or have written a demand for recognition with respect to any Sellers Employees; and (c) retirement, pension, employee, or welfare-benefits obligations with respect to any Sellers Employees.

8.8 County Approval. Prior to the Sale Hearing, Purchaser shall have obtained approval from the Board of Supervisors of the County of Los Angeles to purchase the Assets in accordance with all applicable laws, including, but not limited to, approval to purchase the Owned Real Property in accordance with the requirements for California Government Code Sections 6063 and 25350, which requirements include the publication of notice of intent to purchase for three consecutive weeks followed by a public hearing to consider approval of the purchase. If the foregoing has not been ~~earlier terminated~~satisfied as of the Sale Hearing, Purchaser shall have the right, exercisable in its sole and absolute discretion, to terminate this Agreement and elect not to proceed with the transactions contemplated hereby by providing written notice to Sellers on or prior to the Sale Hearing; provided, however, if Purchaser does not so terminate this Agreement, the condition described in this Section 8.8 shall be deemed to be null and void after the Sale Hearing.

8.9 Transfer of Patient Care and Closure of Hospital. Sellers shall have caused the transfer of patient care to other hospital facilities and surrendered and relinquished any and all licenses, provider numbers, permits, approvals, certificates of exemption, franchises, accreditations and registrations and other governmental licenses, permits or approvals (the "**Licenses**") issued to Sellers for use in the operation of the Hospital, including, without limitation, the Licenses and Medicare Provider Numbers, except for those Licenses identified by the Purchaser in Schedule 1.7(b) necessary for the operation of the Assets for purposes other than as a Hospital. Hospital shall cease all functions customarily carried out by a hospital and shall be closed prior to the Closing Date.

ARTICLE 9

TERMINATION

9.1 9.1 Termination. This Agreement may be terminated at any time prior to Closing:

(a) by the mutual written consent of the parties;

(b) by Sellers if a material breach of this Agreement has been committed by Purchaser and such breach has not been (i) waived in writing by Sellers or (ii) cured by Purchaser to the reasonable satisfaction of Sellers within fifteen (15) business days after service by Sellers upon Purchaser of a written notice which describes the nature of such breach;

(c) by Purchaser if, in its sole and absolute discretion, it is not satisfied with either (i) the results of its due diligence examination of the ~~Hospitals~~Assets, or (ii) the contents of any schedule or exhibit that was not completed and attached to this Agreement, but which has been provided to Purchaser after the Signing Date, and Purchaser has notified Seller of its election to terminate the Agreement under this Section 9.1(c) on or prior to ~~January 8~~April 17, 2019, which notice may be given by facsimile or email correspondence; provided, that for the avoidance of doubt, following expiration of the Final Diligence Period, notwithstanding anything else in this Agreement, Purchaser shall not be entitled to terminate this Agreement (or not Close) as a result of the breach of any representation or warranty made by Sellers (or any of them) other than the breach of a Sale Order Date Representation, but in each case solely to the extent such breach of a Sale Order Date Representation would result in a Material Adverse Effect; provided, further, that any dispute between Purchaser and Sellers as to whether a Material Adverse Effect has occurred for any purpose under this Agreement shall be exclusively settled by a determination made by the Bankruptcy Court;

(d) by Purchaser if a material breach of this Agreement has been committed by Sellers and such breach has not been (i) waived in writing by Purchaser or (ii) cured by Sellers to the reasonable satisfaction of Purchaser within fifteen (15) business days after service by Purchaser upon Sellers of a written notice which describes the nature of such breach;

(e) by Purchaser if satisfaction of any of the conditions in ARTICLE 8 has not occurred by December 31, 2019 or becomes impossible, and Purchaser has not waived such condition in writing (provided that the failure to satisfy any of the applicable condition or conditions in Sections 8.1 through 8.5 inclusive has occurred by reason other than (i) through the failure of Purchaser to comply with its obligations under this Agreement or (ii) ~~Sellers'~~Sellers' failure to provide their closing deliveries on the Closing Date as a result of Purchaser not being ready, willing and able to close the transaction on the

Closing Date); ~~provided that upon the imposition of Additional Conditions by the CA AG, Section 8.6 must be satisfied or waived by Purchaser by no later than sixty (60) days thereafter.~~

(f) by Sellers if satisfaction of any of the conditions in ARTICLE 7 has not occurred by December 31, 2019 or becomes impossible, and Sellers have not waived such condition in writing (provided that the failure to satisfy the applicable condition or conditions has occurred by reason other than (i) through the failure of Sellers to comply with their obligations under this Agreement or (ii) ~~Purchaser's~~Purchaser's failure to provide its closing deliveries on the Closing Date as a result of Sellers not being ready, willing and able to close the transaction on the Closing Date);

(g) by either Purchaser or Sellers if the Bankruptcy Court enters an order dismissing the Bankruptcy Cases ~~or fails to approve the Sales Procedures Motion by the date specified in Section 6.1(b);~~ ;

~~(h) by Sellers if, in connection with the Bankruptcy Cases, any Seller accepts an Alternate Transaction and pays the Break-Up Fee;~~

(h) by either Purchaser or Sellers if the Closing has not occurred (other than through the failure of any party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before December 31, 2019; or

~~(i)~~

~~(j)~~(i) by Purchaser if a force majeure event (such as acts of God, storms, floods, landslides, earthquakes, lightning, riots, fires, pandemics, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities, other national or international calamity, one or more acts of terrorism, or failure of energy sources) shall have occurred between the Signing Date and Closing Date, which event is reasonably likely to have a Material Adverse Effect.

9.2 9.2 Termination Consequences. If this Agreement is terminated pursuant to ~~Sections 6.1(b), 6.2 or~~Section 9.1: (a) all further obligations of the parties under this Agreement shall terminate ~~(other than Purchaser's right to receive the Break-Up Fee if applicable),~~ provided that the provisions of ARTICLE 12, shall survive~~;~~, and (b) each party shall pay ~~only its own~~the costs and expenses incurred by it in connection with this Agreement; provided, in the case of any termination based on Sections 9.1(b) or ~~(d)~~9.1(c), the consequences of such termination shall be determined in accordance with ARTICLE 11 hereof. ~~In addition, if this Agreement is terminated pursuant to Sections 6.1(b), 6.2 or 9.1 (other than Section 9.1(b)), Seller shall immediately return the Deposit to Purchaser with all interest earned thereon.~~ Each Party acknowledges that the agreements contained in this Section 9.2 are an integral part of the transactions

contemplated by this Agreement, that without these agreements such Party would not have entered into this Agreement.

ARTICLE 10

POST-CLOSING MATTERS

10.1 Excluded Assets.

~~Subject to Section 10.2 hereof, any~~Any Excluded Asset (or proceeds thereof) (a) pursuant to the terms of this Agreement, (b) as otherwise determined by the ~~parties'~~parties' mutual written agreement or (c) absent such agreement, as determined by adjudication by the Bankruptcy Court, which comes into the possession, custody or control of Purchaser (or its respective successors-in-interest, assigns or affiliates) shall, within ~~five (5~~ten (10) business days following receipt, be transferred, assigned or conveyed by Purchaser (and its respective successors-in-interest, assigns and affiliates) to ~~the applicable Seller.~~Sellers. Purchaser (and its respective successors-in-interest, assigns and affiliates) shall have neither the right to offset amounts payable to ~~any Seller~~Sellers under this Section 10.1 against, nor the right to contest its obligation to transfer, assign and convey to ~~any Seller~~Sellers because of, outstanding claims, liabilities or obligations asserted by Purchaser against ~~any Seller~~Sellers. If Purchaser does not remit any monies included in the Excluded Assets (or proceeds thereof) to ~~the applicable Seller~~Sellers in accordance with the first sentence of this Section 10.1, such withheld funds shall bear interest at the Prime Rate in effect on the calendar day upon which such payment was required to be made to ~~Seller~~Sellers (the ~~"~~"**Excluded Asset Due Date**~~")~~") plus five (5) percent ~~(5%)~~ (or the maximum rate allowed by law, whichever is less), such interest accruing on each calendar day after the Excluded Asset Due Date until payment of the Excluded Assets and all interest thereon is made to ~~the applicable Seller~~Sellers.

~~10.2 Preservation and Access to Records After the Closing.~~

~~(a) From the Closing Date until seven (7) years after the Closing Date or such longer period as required by law (the "**Document Retention Period**"), Purchaser shall keep and preserve all medical records (including, without limitation, electronic medical records), patient records, medical staff records and other books and records which are among the Assets as of the Effective Time, but excluding any records which are among the Excluded Assets. Purchaser will afford to the representatives of Sellers, any of their affiliates, the Official Committee of the Unsecured Creditors of the Sellers, Sellers' estate representative or any liquidating trustee of the Sellers' bankruptcy estate ("**Seller Parties**"), including their counsel and accountants, full and complete access to, and copies (including, without limitation, color laser copies) of, such records with respect to time periods prior to the Effective Time (including, without limitation, access to records of patients treated at the Hospital prior to the Effective Time) during normal business hours after the Effective Time, to the extent reasonably needed by any Seller Party for any lawful purpose. Purchaser acknowledges that, as a result of entering into this Agreement and operating the Hospital, it will gain access to patient records and other information which are subject to rules~~

and regulations concerning confidentiality. Purchaser shall abide by any such rules and regulations relating to the confidential information it acquires. Purchaser shall maintain the patient and medical staff records at the Hospital in accordance with applicable law and the requirements of relevant insurance carriers. After the expiration of the Document Retention Period, if Purchaser intends to destroy or otherwise dispose of any of the documents described in this Section 10.2(a), Purchaser shall provide written notice to Sellers of Purchaser's intention no later than forty-five (45) calendar days prior to the date of such intended destruction or disposal. Any of the Seller Parties shall have the right, at its sole cost, to take possession of such documents during such forty-five (45) calendar day period. If any of the Seller Parties does not take possession of such documents during such forty-five (45) calendar day period, Purchaser shall be free to destroy or otherwise dispose of such documentation upon the expiration of such forty-five (45) calendar day period.

(b) Provided that Purchaser shall not incur any out of pocket costs, Purchaser shall give full cooperation to the Seller Parties and their insurance carriers in connection with the administration of Sellers' estate, including, without limitation, in connection with all claims, actions, causes of action or audits relating to the Excluded Assets, Excluded Liabilities or pre-Closing operation of the Sellers or the Hospital that any Seller Party may elect to pursue, dispute or defend, in respect of events occurring prior to the Effective Time with respect to the operation of the Hospital. Such cooperation shall include, without limitation, making the Hired Employees available for interviews, depositions, hearings and trials and other assistance in connection with the administration of Sellers' estate and such cooperation shall also include making all of its employees available to assist in the securing and giving of evidence and in obtaining the presence and cooperation of witnesses (all of which shall be done without payment of any fees or expenses to Purchaser or to such employees); provided that Purchaser shall not be required to incur any out of pocket costs in association therewith. In addition, Sellers and their affiliates shall be entitled to remove from the Hospital originals of any such records, but only for purposes of pending litigation involving the persons to whom such records refer, as certified in writing prior to removal by counsel retained by Sellers or any of their affiliates in connection with such litigation. Any records so removed from the Hospital shall be promptly returned to Purchaser following Sellers' or their applicable affiliate's use of such records.

(c) In connection with (i) the transition of the Hospital pursuant to the transaction contemplated by this Agreement, (ii) Sellers' rights to the Excluded Assets, (iii) any claim, audit, or proceeding, including, without limitation, any tax claim, audit, or proceeding and (iv) the Sellers' obligations under the Excluded Liabilities, Purchaser shall after the Effective Time give Sellers access during normal business hours to Purchaser's books, personnel, accounts and records and all other relevant documents and information with respect to the assets, liabilities and business of the Hospital as representatives of Sellers and their affiliates may from time to time reasonably request, all in such manner as not to unreasonably interfere with the operations of the Hospital.

(d) Purchaser and its representatives shall be given access by Sellers during normal business hours to the extent reasonably needed by Purchaser for business purposes to all

documents, records, correspondence, work papers and other documents retained by Sellers pertaining to any of the Assets prior to the Effective Time (excluding confidential employee information, privileged materials and patient records), all in such manner as to not interfere unreasonably with Sellers. Such documents and other materials shall be, at Sellers' option, either (i) copied by Sellers for Purchaser at Purchaser's expense, or (ii) removed by Purchaser from the premises, copied by Purchaser and promptly returned to Sellers.

(e) Purchaser shall comply with, and be solely responsible for, all obligations under the Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 with respect to the operation of the Hospital on and after the Effective Time.

(f) Purchaser shall cooperate with Sellers, on a timely basis and as reasonably requested by Sellers, in connection with the provision of all data of the Hospital and other information required by Sellers for reporting to HFAP for the remainder of the quarterly period in which the Closing has occurred.

(g) To the maximum extent permitted by law, if any Person requests or demands, by subpoena or otherwise, any documents relating to the Excluded Liabilities or Excluded Assets, including without limitation, documents relating to the operations of any of the Hospital or any of the Hospital's committees prior to the Effective Time, prior to any disclosure of such documents, Purchaser shall notify Sellers and shall provide Sellers with the opportunity to object to, and otherwise coordinate with respect to, such request or demand.

(h) Provision of Benefits of Certain Contracts. Notwithstanding anything contained herein to the contrary, this Agreement shall not constitute an agreement to assign any Assumed Contract or Assumed Lease, if, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, an attempted assignment thereof, without the consent of the third party thereto, would constitute a breach thereof or in any way negatively affect the rights of Sellers or Purchaser, as the assignee of such Assumed Contract or Assumed Lease, as the case may be, thereunder. If, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, such consent or approval is required but not obtained, Sellers will cooperate with Purchaser in any reasonable arrangement designed to both (a) provide Purchaser with the benefits of or under any such Assumed Contract or Assumed Lease, and (b) cause Purchaser to bear all costs and obligations of or under any such Assumed Contract or Assumed Lease. Further, notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Account Receivable the assignment of which is either prohibited by law or by the terms of any contract with a payor without the consent of such payor. Any payments received by Sellers after the Closing Date from patients, payors, clients, customers, or others who are the obligors on Accounts Receivables transferred to Purchaser as a part of the Assets on the Closing Date shall be paid over to Purchaser within ten (10) business days after receipt by Seller.

10.3 Closing of Financials. Provided that Purchaser shall not incur any out of pocket costs, Purchaser shall cause the individual acting as the chief financial officer of the Hospital after

~~the Effective Time (the "**Post-Effective Time CFO**") to cooperate with Sellers' representatives in order to complete the standardized closing of Sellers' financial records through the Closing Date including, without limitation, the closing of general ledger account reconciliations (collectively, the "**Closing of Financials**"). Purchaser shall cause the Post-Effective Time CFO to use his or her good faith efforts to cooperate with Sellers' representatives in order to complete the Closing of Financials by no later than the date which is thirty (30) calendar days after the Closing Date. The Post-Effective Time CFO and other appropriate personnel shall be reasonably available to Sellers for a period of no less than one hundred eighty (180) calendar days after the Closing Date to assist Sellers in the completion of Sellers' post-Closing audit, such assistance not to interfere unreasonably with such Post-Effective Time CFO's other duties.~~

~~10.4 Medical Staff. To ensure continuity of care in the community, Purchaser agrees that the Hospital's medical staff members in good standing as of the Effective Time shall maintain medical staff privileges at the Hospital as of the Effective Time. On and after the Effective Time, the medical staff will be subject to the Hospital's Medical Staff Bylaws then currently in effect, provided that such Bylaws are in compliance with all applicable laws and regulations and contain customary obligations.~~

~~10.5 Shared Intangible Assets. In the event and to the extent that certain intangible Assets transferred by Sellers have been used to operate businesses of Verity or Verity Holdings or their affiliates which are not being sold to Purchaser ("**Shared Intangible Assets**") and such Shared Intangible Assets continue to be used by Verity or Verity Holdings or their affiliates to operate such businesses after Closing, Verity and Verity Holdings retain the rights to continue to use such Assets notwithstanding their sale to Purchaser. Purchaser shall reasonably cooperate with Verity and Verity Holdings and their affiliates to give effect to such rights and shall provide Verity and Verity Holdings and their affiliates such documentation, records and information and reasonable access to such systems as necessary for Verity and Verity Holdings and their affiliates to continue to operate such businesses; all in such manner as not to reasonably interfere with the operations of the Hospitals; provided, however, Purchaser shall not be required to incur any out-of-pocket costs in association therewith unless reimbursed by Verity and Verity Holdings and their affiliates.~~

ARTICLE 11

DEFAULT~~, TAXES AND COST REPORTS~~

11.1 Purchaser Default. If Purchaser commits any material default under this Agreement, Sellers shall ~~have~~be entitled to retain the Deposit, and Sellers may, in addition thereto, pursue any rights or remedies that Sellers may have under this Agreement or applicable law, including the right to sue for damages~~; provided, however that the amount of such damages shall never exceed $60,000,000.00. For the avoidance of doubt, Sellers shall have no right to sue for~~ or specific performance ~~under this Agreement~~.

11.2 ~~Seller~~Sellers Default. If Sellers ~~commit~~commits any material default under this Agreement, Purchaser shall have the right to demand and receive a refund of the Deposit, and Purchaser may, in addition thereto, pursue any rights or remedies that Purchaser may have under applicable law, including the right to sue for damages or specific performance.

~~11.3 Tax Matters; Allocation of Purchase Price.~~

~~(a) After the Closing Date, the parties shall cooperate fully with each other and shall make available to each other, as reasonably requested, all information, records or documents relating to tax liabilities or potential tax liabilities attributable to Sellers with respect to the operation of the Hospital for all periods prior to the Effective Time and shall preserve all such information, records and documents at least until the expiration of any applicable statute of limitations or extensions thereof. The parties shall also make available to each other to the extent reasonably required, and at the reasonable cost of the requesting party (for out-of-pocket costs and expenses only), personnel responsible for preparing or maintaining information, records and documents in connection with tax matters and as Sellers reasonably may request in connection with the completion of any post-Closing audits of the Hospital.~~

~~(b) The Purchase Price (including any liabilities that are considered to be an increase to the Purchase Price for United States federal income Tax purposes) shall be allocated among the Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder as set forth in **Schedule 11.3(b)** (such schedule the "**Allocation Schedule**"). The Allocation Schedule shall be for Sellers' and Purchaser's tax purposes only, and shall not limit the Sellers' creditors in any way.~~

~~11.4 Cost Report Matters.~~

~~(a) Consistent with Section 4.5, Sellers shall, at Purchaser's expense, prepare and timely file all cost reports relating to the periods ending prior to the Effective Time or required as a result of the consummation of the transactions described in this Agreement, including, without limitation, those relating to Medicare, Medicaid, and other third party payors which settle on a cost report basis (the "**Seller Cost Reports**").~~

~~(b) Upon reasonable notice and during normal business office hours, Purchaser will cooperate reasonably with Sellers in regard to Sellers' preparation and filing of the Seller Cost Reports. Such cooperation shall include, at no cost to Sellers, obtaining access to files at the Hospital and Purchaser's provision to Sellers of data and statistics, and the coordination with Sellers pursuant to reasonable notice of Medicare and Medicaid exit conferences or meetings. Sellers shall have no obligations after the Effective Time with respect to Seller Cost Reports except for preparation and filing thereof.~~

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.1 Further Assurances and Cooperation. Sellers shall execute, acknowledge and deliver to Purchaser any and all other assignments, consents, approvals, conveyances, assurances, documents and instruments reasonably requested by Purchaser at any time and shall take any and all other actions reasonably requested by Purchaser at any time for the purpose of more effectively assigning, transferring, granting, conveying and confirming to Purchaser, the Assets. After consummation of the transaction contemplated in this Agreement, the parties agree to cooperate with each other and take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement, the documents referred to in this Agreement and the transactions contemplated hereby.

12.2 Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto; *provided, however,* that no party hereto may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other parties ~~which consent shall not be unreasonably withheld or delayed, except that Purchaser may, without the prior written consent of Sellers, assign all or any portion of its rights under this Agreement to one or more of its affiliates prior to the Closing Date.~~ .

12.3 Governing Law; Venue. This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of California (without giving effect to the principles of conflicts of laws thereof), except to the extent that the laws of such State are superseded by the Bankruptcy Code or other applicable federal law. For so long as Sellers are subject to the jurisdiction of the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. The parties hereby consent to the jurisdiction of such court and waive their right to challenge any proceeding involving or relating to this Agreement on the basis of lack of jurisdiction over the Person or forum non conveniens.

12.4 Amendments. This Agreement may not be amended other than by written instrument signed by the parties hereto.

12.5 Exhibits, Schedules and Disclosure Schedule. The Disclosure Schedule and all exhibits and schedules referred to in this Agreement shall be attached hereto and are incorporated by reference herein. From the Signing Date until the Closing, the parties agree that Sellers may update the Disclosure Schedule as necessary upon written notice to Purchaser, and the applicable representation and warranty shall thereafter be deemed amended for all purposes by such updated Disclosure Schedule. Notwithstanding the foregoing, but subject to Section 9.21(c), should any exhibit or schedule not be completed and attached hereto as of the Signing Date, Sellers and Purchaser shall promptly negotiate in good faith any such exhibit or schedule, which

exhibit or schedule must be acceptable to each of Sellers and Purchaser in their reasonable discretion prior to being attached hereto. Any matter disclosed in this Agreement or in the Disclosure Schedule with reference to any Section of this Agreement shall be deemed a disclosure in respect of all sections to which such disclosure may apply. The headings, if any, of the individual sections of the Disclosure Schedule are provided for convenience only and are not intended to affect the construction or interpretation of this Agreement. The Disclosure Schedule is arranged in sections and paragraphs corresponding to the numbered and lettered sections and paragraphs of ~~Article III~~ARTICLE 3 merely for convenience, and the disclosure of an item in one section of the Disclosure Schedule as an exception to a particular representation or warranty shall be deemed adequately disclosed as an exception with respect to all other representations or warranties to the extent that the relevance of such item to such representations or warranties is reasonably apparent on the face of such disclosure, notwithstanding the presence or absence of an appropriate section of the Disclosure Schedule with respect to such other representations or warranties or an appropriate cross reference thereto.

12.6 Notices. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by telegraphic or other electronic means (including facsimile) or overnight courier, or five (5) calendar days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

If to Sellers:
Verity Health System of California, Inc.
2040 East Mariposa St.
El Segundo, CA 90245
Attention: Rich Adcock, CEO
Telephone: 424-367-0630

With a copies to:
(which copies shall not constitute notice)
Dentons US LLP
601 South Figueroa St., Suite 2500
Los Angeles, CA 90017-5704
Attention: Samuel R. Maizel, Esq.
Telephone: 213-892-2910
Facsimile: 213-623-9924

If to Purchaser:
~~Strategic Global Management, Inc.~~County of Los Angeles
~~9 KPC Parkway, Suite 301~~
~~Corona, CA 92879~~
Office of the County Counsel
Hahn Hall of Administration, Room 651
500 West Temple Street
Los Angeles, California 90012-2713
Attention: ~~William E.~~ Thomas J. Faughnan, Esq.
Telephone: (213) 974-1838

Facsimile: ~~951-782-8850~~(213) 626-7446

With ~~copies~~a copy to: ~~Levene, Neale, Bender, Yoo & Brill L.L.P.~~Steckbauer Weinhart, LLP
(which copies shall not constitute notice) ~~10250 Constellation Blvd., Suite 1700~~333 S. Hope Street, 36th Floor
Los Angeles, ~~CA 90067~~ California 90071
Attention: ~~Gary E. Klausner~~Jacquelyn H. Choi, Esq.
Telephone: (213) 229-2868
Facsimile: ~~310-~~(213) 229-~~1244~~2870

~~and~~
~~Loeb & Loeb LLP~~
~~10100 Santa Monica Blvd., Suite 2200~~
~~Los Angeles, California 90067~~
~~Attention: Allen Z. Sussman, Esq.~~
~~Facsimile: 310-919-3934~~

or at such other address as one party may designate by notice hereunder to the other parties.

12.7 Headings. The section and other headings contained in this Agreement and in the Disclosure Schedule, exhibits and schedules to this Agreement are included for the purpose of convenient reference only and shall not restrict, amplify, modify or otherwise affect in any way the meaning or interpretation of this Agreement or the Disclosure Schedule, exhibits and schedules hereto.

12.8 Publicity. Prior to the Closing Date, Sellers and Purchaser shall consult with each other as to the form and substance of any press release or other public disclosure materially related to this Agreement or any other transaction contemplated hereby and each shall have the right to review and comment on the ~~other's~~other's press releases prior to issuance; *provided, however*, that nothing in this Section 12.8 shall be deemed to prohibit either Sellers or Purchaser from making any disclosure that its counsel deems necessary or advisable in order to satisfy either ~~party's~~party's disclosure obligations imposed by law subject to reasonable prior notice to the other party thereof.

12.9 Fair Meaning. This Agreement shall be construed according to its fair meaning and as if prepared by all parties hereto.

12.10 Gender and Number; Construction; Affiliates. All references to the neuter gender shall include the feminine or masculine gender and vice versa, where applicable, and all references to the singular shall include the plural and vice versa, where applicable. Unless otherwise expressly provided, the word ~~"~~"including~~"~~" followed by a listing does not limit the preceding words or terms and shall mean ~~"~~"including, without limitation.~~"~~." Any reference in

this Agreement to an "affiliate" shall mean any Person directly or indirectly controlling, controlled by or under common control with a second Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. A "Person" shall mean any natural person, partnership, corporation, limited liability company, association, trust or other legal entity.

12.11 Third Party Beneficiary. None of the provisions contained in this Agreement are intended by the parties, nor shall they be deemed, to confer any benefit on any person not a party to this Agreement, except for the ~~parties'~~parties' successors and permitted assigns, and except for any liquidating trustee or plan administrator for ~~Sellers'~~Sellers' estate.

12.12 Expenses and ~~Attorneys'~~Attorneys' Fees. Except as otherwise provided in this Agreement, each party shall bear and pay its own costs and expenses relating to the preparation of this Agreement and to the transactions contemplated by, or the performance of or compliance with any condition or covenant set forth in, this Agreement, including without limitation, the disbursements and fees of their respective attorneys, accountants, advisors, agents and other representatives, incidental to the preparation and carrying out of this Agreement, whether or not the transactions contemplated hereby are consummated. The parties expressly agree that (a) all sales, transfer, documentary transfer and similar taxes, fees, surcharges and the like in connection with the sale of the Assets shall be borne by the Purchaser. If any action is brought by any party to enforce any provision of this Agreement, ~~the prevailing~~each party shall ~~be entitled to recover~~bear its ~~court~~own costs and ~~reasonable attorneys'~~attorneys' fees.

12.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on all of the parties hereto. The parties agree that facsimile copies of signatures shall be deemed originals for all purposes hereof and that a party may produce such copies, without the need to produce original signatures, to prove the existence of this Agreement in any proceeding brought hereunder.

12.14 Entire Agreement. This Agreement, the Disclosure Schedule, the exhibits and schedules, and the documents referred to in this Agreement contain the entire understanding between the parties with respect to the transactions contemplated hereby and supersede all prior or contemporaneous agreements, understandings, representations and statements, oral or written, between the parties on the subject matter hereof (the "**Superseded Agreements**"), which Superseded Agreements shall be of no further force or effect; provided, that notwithstanding the foregoing, the letter Confidentiality Agreement dated ~~July 12~~September 19, 2018 between Purchaser and Cain Brothers, a division of KeyBanc Capital Markets Inc., on behalf of Sellers and their related entities shall not be a Superseded Agreement and shall continue in full force in effect in accordance with its terms.

12.15 No Waiver. Any term, covenant or condition of this Agreement may be waived at any time by the party which is entitled to the benefit thereof but only by a written notice signed by the party expressly waiving such term or condition. The subsequent acceptance of performance hereunder by a party shall not be deemed to be a waiver of any preceding breach by any other party of any term, covenant or condition of this Agreement, other than the failure of such other party to perform the particular duties so accepted, regardless of the accepting ~~party's~~party's knowledge of such preceding breach at the time of acceptance of such performance. The waiver of any term, covenant or condition shall not be construed as a waiver of any other term, covenant or condition of this Agreement.

12.16 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstance shall be held to be invalid or unenforceable to any extent in any jurisdiction, then the remainder of this Agreement and the application of such term, provision, condition or covenant in any other jurisdiction or to persons or circumstances other than those as to whom or which it is held to be invalid or unenforceable, shall not be affected thereby, and each term, provision, condition and covenant of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.17 Time is of the Essence. Time is of the essence for all dates and time periods set forth in this Agreement and each performance called for in this Agreement.

~~[*Signature Page Follows*]~~*[REMAINDER OF PAGE IS BLANK]*

IN WITNESS WHEREOF, this Agreement has been entered into as of the day and year first above written.

PURCHASER:

~~**STRATEGIC GLOBAL MANAGEMENT, INC.,**~~
~~a California corporation~~

~~Signature~~
COUNTY OF LOS ANGELES,
a body corporate and politic

By:_____
~~Print Name:~~_____
~~Title:~~_____
DAVID P. HOWARD, P.E.
Assistant Chief Executive Officer

Date:_____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
THOMAS J. FAUGHNAN
Senior Assistant County Counsel

SELLERS:

VERITY HEALTH SYSTEM OF CALIFORNIA, INC.,
~~**ST. FRANCIS MEDICAL CENTER,**~~

a California nonprofit public benefit corporation

Signature By: _____
Print Name: _____
Title: _____
Date: _____

[*Signatures continue on the next page*]

VERITY HOLDINGS, LLC,
a California limited liability company

Signature By: _____
Print Name: _____
Title: _____
Date: _____

ST. VINCENT MEDICAL CENTER,
a California nonprofit public benefit corporation

Signature By: _____
Print Name: _____
Title: _____
Date: _____

~~ST. VINCENT DIALYSIS CENTER, INC.~~
~~a California nonprofit public benefit corporation~~

~~Signature By:~~_____
~~Print Name:~~_____
~~Title:~~_____
~~Date:~~_____

~~SETON MEDICAL CENTER,~~
~~a California nonprofit public benefit corporation~~

~~Signature By:~~_____
~~Print Name:~~_____
~~Title:~~_____
~~Date:~~_____

~~VERITY HOLDINGS, LLC,~~
~~a California limited liability company~~

~~Signature By:~~_____
~~Print Name:~~_____
~~Title:~~_____
~~Date:~~_____

~~VERITY HEALTH SYSTEM OF CALIFORNIA, INC.,~~

~~a California nonprofit public benefit corporation~~

~~Signature By:~~_____
~~Print Name:~~_____
~~Title:~~_____
~~Date:~~_____

EXHIBIT "C"

Schedule 1.7(d) – Assumed Leases [1]

	St. Vincent Medical Center Hospital as Landlord	Comment
2.	St. Vincent Medical Center Office Building Lease, dated June 17, 2009, between St. Vincent Medical Center (as Landlord) and Mordo Suchov, M.D. (as Tenant) for the premises located at 201 South Alvarado Street, Suite 711, Los Angeles, CA 90057, as amended by that certain First Amendment to Lease, dated June 14, 2012, the Second Amendment to Lease, dated July 30, 2014, and that Third Amendment to Lease, dated July 26, 2016 (Expires July 31, 2019).	Assumption is strictly contingent upon Sellers' written confirmation that lease expires July 31, 2019 and that the one 3-year option to extend is invalid.
4.	St. Vincent Medical Center Office Building Lease, dated August 30, 2012, between St. Vincent Medical Center (as Landlord) and Samuel K. Lee, M.D. (as Tenant) for the premises located at 201 South Alvarado Street, Suite 622, Los Angeles, CA 90057 (Expires September 30, 2022).	
5.	St. Vincent Medical Center Office Building Lease, dated October 1, 2006, between St. Vincent Medical Center (as Landlord) and Southern California Infectious Disease Medical Group (as Tenant) for the premises located at 201 South Alvarado Street, Suite 820, Los Angeles, CA 90057, as amended by that certain First Amendment to Lease, dated June 30, 2009 and the Second Amendment to Lease, dated July 31, 2012, and the Third Amendment to the Lease dated June 5, 2015 (Expired August 31, 2018).*	
7.	St. Vincent Medical Center Office Building Lease, dated August 17, 2011, between St. Vincent Center (as Landlord) and Elena Spektor, M.D. (as Tenant) for the premises located at 201 South Alvarado Street, Suite 808, Los Angeles, CA 90057, as amended by that certain First Amendment to Lease, dated August 1, 2014, the Second Amendment to Lease dated July 29, 2019, the Third Amendment to Lease (Expired August 31, 2018)*	
8.	St. Vincent Medical Center Office Building Lease, dated June 2, 2014, between St. Vincent Medical Center (as Landlord) and Felix	

[1] The numbering system set forth below corresponds with the numbers set forth in the Debtors' Disclosure Schedules To Asset Purchase Agreement dated as of January 8, 2019 (the "**Schedules**"), which was attached as **Exhibit "B"** to that certain *Omnibus Reply To Objection To Motion of Debtors For (I) Entry of Order (1) Approving Form Of Asset Purchase Agreement For Stalking Horse Bidder And For Prospective Overbidders, (2) Approving Auction Sale Format, Bidding Procedures And Stalking Horse Bid Protections, (3) Approving Form Of Notice To Be Provided To Interested Parties; (4) Scheduling A Court Hearing To Consider Approval Of The Sale To The Highest And Best Bidder And (5) Approving Procedures Related To The Assumption Of Certain Executory Contracts And Unexpired Leases; and (II) Authorizing The Sale Of Property Free And Clear Of All Claims, Liens and Encumbrances* [Docket No. 1448] filed with the Bankruptcy Court on February 1, 2019.

	Sigal, D.P.M., a Professional Corporation (as Tenant) for the premises located at 201 South Alvarado Street, Suite 819, Los Angeles, CA 90057 (Expired July 31, 2017)*	
10.	St. Vincent Medical Center Office Building Lease, dated April 6, 2016, between St. Vincent Medical Center (as Landlord) and Regal Medical Group, Inc. (as Tenant) for the premises located at 2200 West 3rd Street, Suite 300, Los Angeles, CA 90057 (Expires December 1, 2021).	Assumption is strictly contingent upon Sellers' written confirmation that lease would expire on December 1, 2021 if tenant exercises the one 3-year option to extend
11.	St. Vincent Medical Center Office Building Lease, dated November 8, 2013, between St. Vincent Medical Center (as Landlord) and Mendez National Institute of Transplantation Foundation (as Tenant) for the premises located at 2200 West 3rd Street, Suite 390, Los Angeles, CA 90057, as amended by that certain First Amendment to Lease, dated June 15, 2015 (Expired November 30, 2018)*	
12.	St. Vincent Medical Center Office Building Lease, dated August 1, 2006, between St. Vincent Medical Center (as Landlord) and Roberts Ngan Sugerman, A Medical Group, Inc. (as Tenant) for the premises located at 201 South Alvarado Street, Suite 717, Los Angeles, CA 90057, as amended by that certain First Amendment to Lease, dated June 1, 2009, the Second Amendment to Lease, dated July 13, 2012, and the Third Amendment to Lease, dated July 17, 2015 (Expired July 31, 2018).*	
13.	St. Vincent Medical Center Office Building Lease, dated April 25, 2016, between St. Vincent Medical Center (as Landlord) and Greater Los Angeles Cardiology (as Tenant) for the premises located at 201 South Alvarado Street, Suites 612 and 620, Los Angeles, CA 90057 (Expires September 30, 2021).	Assumption is strictly contingent upon Sellers' written confirmation that lease would expire on September 30, 2021 if tenant exercises the one 3-year option to extend
14.	Parking Facilities Lease, dated May 23, 2011, between St. Vincent Medical Center (as Landlord) and Modern Parking, Inc. (as	

	Tenant) for the premises located at 201 South Alvarado Street, Los Angeles, CA 90057 (Expired July 1, 2016).	
15.	St. Vincent Medical Center Office Building Lease, dated October 26, 2007, between St. Vincent Medical Center (as Landlord) and Barton Tanenbaum. M.D. (as Tenant) for the premises located at 201 South Alvarado Street, Suite 215, Los Angeles, CA 90057, as amended by that certain First Amendment to Office Lease, dated July 9, 2010, the Second Amendment to Office Lease, dated August 16, 2013, the Third Amendment to Lease, dated June 17, 2014, the Fourth Amendment to Lease, dated July 2, 2015, and the Fifth Amendment to Office Lease, dated June 28, 2016, between St. Vincent Medical Center and Barton Tanenbaum, M.D. (Expired August 31, 2017)*	
16.	St. Vincent Medical Center Office Building Lease, dated March 26, 2013, between St. Vincent Medical Center (as Landlord) and Los Angeles Hematology Oncology Medical Group (as Tenant), for the premises located at 201 South Alvarado Street, Suite 110, Los Angeles, CA 90057, as amended by that certain First Amendment to Lease, dated June 22, 2016 (Expires June 30, 2019).	
17.	St. Vincent Medical Center Office Building Lease, dated July 1, 2013, between St. Vincent Medical Center (as Landlord) and Barry Morguelan, M.D. (as Tenant), for the premises located at 201 South Alvarado Street, Suite 602, Los Angeles, CA 90057 (Expires July 31, 2020).	
18.	St. Vincent Medical Center Office Building Lease, dated August 23, 2013, between St. Vincent Medical Center (as Landlord) and Taro Yokoyama, M.D. (as Tenant), for the premises located at 201 South Alvarado Street, Suite 702, Los Angeles, CA 90057, as amended by that certain First Amendment to Lease, dated August 16, 2016 (Expires October 31, 2019).	
20.	St. Vincent Medical Center Office Building Lease, dated December 2, 2013, between St. Vincent Medical Center (as Landlord) and Daughters of Charity Foundation (as Tenant) for the premises located at 262 South Lake Street, Los Angeles, CA 90057, Rooms 213-223 (Odd) and Rooms 218-232 (Even).	Assumption is strictly contingent upon Sellers' written confirmation that lease is subject to month-to-month tenancy.
22.	Office Lease, dated May 25, 2016, between St. Vincent Medical Center (as Landlord) and Alvarado Eye Surgery Center, LLC (as Tenant) for the premises located at 201 South Alvarado Street,	

	Suites 718 and 722, Los Angeles, CA 90057 (Expires May 31, 2021).	
23.	Lease dated September 29, 2014, between St. Vincent Medical Center (as Landlord) and House Clinic Foundation (as Tenant) for the premises located at 2222 West Ocean View Street, Rooms 202A and 202B at Suite 200, Los Angeles, CA 90057, as amended by that certain First Amendment to Lease dated January 5, 2015, the Second Amendment to Lease dated April 3, 2015, the Third Amendment to Lease dated July 1, 2015, the Fourth Amendment to Lease dated October 1, 2015, the Fifth Amendment to Lease dated January 4, 2016, Sixth Amendment to Lease dated March 21, 2016, First Amendment to Lease dated July 1, 2016 (Expired October 9, 2016)*	
25.	Office Lease S. Mark Taper Foundation Transplant Center Building dated April 6, 2016, between St. Vincent Medical Center (as Landlord) and Regal Medical Group, Inc. (as Tenant) for that premises located at 2200 West 3rd Street, Suite 300, Los Angeles, CA 90057 (Expires November 30, 2021).	Assumption is strictly contingent upon Sellers' written confirmation that lease would expire on November 30, 2024 if tenant exercises the one 3-year option to extend.
	Verity Holdings, LLC as Landlord	**Comment**
1.	Amended and Restated St. Vincent Medical Office Building Lease dated April 24, 2018, between Verity Holdings, LLC (as Tenant) and Michael Roberts, M.D. for the premises located at 201 South Alvarado Street, Suite 406, Los Angeles, CA 90057 (as Tenant) (Expires April 30, 2023).	Assumption is contingent upon Verity Holdings, LLC as Landlord as opposed to Tenant.
2.	Amended and Restated St. Vincent Medical Office Building Lease dated March 30, 2018, between Verity Holdings, LLC (as Landlord) and Mingquan Bussarakum, M.D. for the premises located at 201 South Alvarado Street, Suite 603, Los Angeles, CA 90057 (as Tenant) (Expires March 31, 2020).	
3.	Amended and Restated Office Lease dated June 19, 2018, between Verity Holdings, LLC (as Landlord) and Victor De Los Santos, DDS (as Tenant) for the premises located at 201 South Alvarado Street, Suite 402, Los Angeles, CA 90057 (Expires June 30, 2019).	Expires on June 30, 2019 with automatic one-year extension unless terminated with 120-day notice.
7.	Amended and Restated St. Vincent Medical Office Building Lease dated June 29, 2017, between Verity Holdings, LLC successor-in-	

	interest to St. Vincent Medical Center (as Landlord) and Michael J. Wong, M.D. Medical Corporation dba Hear Care and Michael J. Wong, M.D., an individual for that premises located at 201 South Alvarado Street, Suite 618, Los Angeles, CA 90057 (Expires June 30, 2019).	
8.	Amended and Restated St. Vincent Professional Office Building Lease dated June 26, 2018 by Verity Holdings, LLC successor-in-interest to St. Vincent Medical Center (as Landlord) and Louis Wong and Mary Jo Wong (collectively as Tenant) for that premises located at 201 South Alvarado Street, Suite 611, Los Angeles, CA 90057 (Expires June 30, 2019).	
19.	Amended and Restated St. Vincent Medical Office Building Lease, dated September 29, 2017, between Verity Holdings, LLC (as Landlord) and Wolfgang Scheele, M.D. (as Tenant) for the premises located at 201 South Alvarado, Suite 609, Los Angeles, CA 90057 (Expires September 30, 2020).	Assumption is strictly contingent upon Sellers' written confirmation that lease expires on September 30, 2020 and/or lessee is a holdover tenant.

EXHIBIT "D"

County of Los Angeles
CHIEF EXECUTIVE OFFICE
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

SACHI A. HAMAI
Chief Executive Officer

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

March 28, 2019

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dsbleck@mintz.com, pricotta@mintz.com
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To Whom It May Concern:

VERITY HEALTH SYSTEM OF CALIFORNIA, INC., *ET AL.*
(LEAD CASE NO. 2:18-BK-20151-ER) (COLLECTIVELY, THE "DEBTORS")
ADEQUATE ASSURANCE OF PERFORMANCE IN SUPPORT OF PARTIAL BID FOR ACQUISITION OF ST. VINCENT MEDICAL CENTER

The County of Los Angeles (the "County"), a political subdivision of the State of California duly authorized under the California Constitution and California law, is pleased to submit this letter evidencing its ability to provide adequate assurance of future performance with respect to its proposed acquisition of the St. Vincent Medical Center, its facilities and other assets, as more fully described in that certain Asset Purchase Agreement dated as of March 28, 2019 (the "Purchase Agreement"), by and

California, Inc., a California nonprofit public benefit corporation ("Verity"), Verity Holdings, LLC, a California limited liability company ("Verity Holdings"), and St. Vincent Medical Center, a California nonprofit public benefit corporation ("St. Vincent") (collectively, the "Sellers"), and the County, as purchaser.

The County is one of the nation's largest counties, with 4,084 square miles of territory, and has the largest population of any county in the nation—more than 10 million residents, who account for approximately 27 percent of California's population. The County has in excess of 100,000 employees and an annual budget in excess of $30 Billion.

The Los Angeles County Department of Health Services (DHS) is the second largest municipal health system in the nation. Through an integrated system of 19 health centers and four hospitals – and through partnerships with community-based clinics -- DHS annually cares for about 600,000 unique patients, employs over 22,000 staff, and has an annual operating budget of $4.3 billion.

The County possesses sufficient financial resources to acquire the assets as more fully described in the Purchase Agreement and to perform under any executory contracts and/or unexpired leases which the County proposes to assume. Moreover, the County understands and acknowledges that it will be fully responsible for the County's obligations, if any, which may arise under the terms of the Purchase Agreement, and that it remains ready, willing and able to fund and consummate the proposed transaction on the terms contemplated under the Purchase Agreement in the event the County is determined to be the successful bidder.

We look forward to the opportunity to work with you.

Sincerely,

[redacted]

DAVID P. HOWARD
Assistant Chief Executive Officer
Asset Management Branch

SAH: JJ
DPH:mda

c: Los Angeles County Counsel
Los Angeles County Health Agency
Los Angeles County Health Services

EXHIBIT "E"

RESOLUTION OF NOTICE OF INTENTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO ACQUIRE THE ST. VINCENT MEDICAL CENTER CAMPUS

WHEREAS, in August, 2018, Verity Health System of California, Inc. ("Verity"), and its affiliated entities, filed for Chapter 11 bankruptcy protection in federal court; and

WHEREAS, Verity owns the former Daughters of Charity hospital system, including St. Vincent Medical Center ("SVMC"), just outside of downtown, on a 10.49 acre campus at Alvarado and 3rd Street in the City of Los Angeles; and

WHEREAS, SVMC and other Verity hospitals are being auctioned by the bankruptcy court, providing the County of Los Angeles ("County") with an unprecedented opportunity to create a new Health and Human Services Campus in an area of high need and with a shallow County services footprint; and

WHEREAS, County desires to purchase the SVMC campus, located in the City of Los Angeles, which includes: (1) 2131 West 3rd Street, (APN 5154-018-018), consisting of approximately 5.28 acres and 390,598 square feet of buildings (the "Hospital"); (2) 199 and 201 South Alvarado Street (APN 5154-018-019), consisting of approximately 1.23 acres with a 110,003 square foot professional office building; (3) 2200 West 3rd Street (APN 5154-034-006), consisting of approximately 1.37 acres with a 46,273 square foot medical office building; (4) 262 and 272 South Lake Street/2120 Valley Street (APN 5154-018-021), consisting of approximately 1.05 acres with a 92,927 square foot guest house; (5) 2222 Ocean View Avenue (APN 5154-033-021), consisting of approximately 1.22 acres with a 34,449 medical office and laboratory building; (6) 143 South Alvarado Street (APN 5154-008-012), consisting of approximately .16 acres and 5,000 square feet of storage; and (7) 171 South Alvarado Street (APN 5154-018-020), consisting of approximately .18 acres of vacant land (collectively, the "Properties"); and

WHEREAS, the purchase price for the Properties will not exceed $120,000,000; and

WHEREAS, sections 25353 and 6063 of the California Government Code require that a notice of the Board of Supervisor's ("Board") intention to purchase be published once a week for three successive weeks (with five days intervening between publication dates) in a newspaper of general circulation in the County, identifying the property to be acquired and the sellers, the purchase price, and the time and place at which the Board will meet to consummate the acquisition (the "Notice of Intention to Purchase"); and

WHEREAS, the Board has set April 16, 2019 as the date for a Board meeting to receive comment and consummate the proposed acquisition following publication of the Notice of Intention to Purchase, in accordance with California Government Code Section 6063; and

WHEREAS, the Notice of Intention to Purchase, containing the information required by section 25353 of the California Government Code, is attached hereto as Exhibit "A," and incorporated herein by this reference.

NOW THEREFORE, be it resolved and ordered by the Board of Supervisors of the County of Los Angeles that the Notice of Intention to Purchase, attached hereto as Exhibit "A," shall be published as required by Government Code section 6063 once a week for three successive weeks (with five days intervening between publication dates) in a newspaper of general circulation in the County before April 16, 2019.

The foregoing resolution was on the 19th day of March, 2019, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

CELIA ZAVALA, Executive Officer-Clerk
of the Board of Supervisors
of the County of Los Angeles

By: [redacted]
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: [redacted]
TIANA J. MURILLO
Assistant County Counsel
Property Division

EXHIBIT A

NOTICE OF INTENTION TO PURCHASE REAL PROPERTY

NOTICE IS HEREBY GIVEN that it is the intention of the Board of Supervisors of the County of Los Angeles to purchase the following parcels of property in the City of Los Angeles from the following sellers: (a) St. Vincent Medical Center, a California nonprofit public benefit corporation, as the seller of 2131 West 3rd Street, Los Angeles, California (APN 5154-018-018); and (b) Verity Holdings, LLC, a California limited liability company, as the seller of (i) 199 and 201 South Alvarado Street, Los Angeles, California (APN 5154-018-019), (ii) 2200 West 3rd Street, Los Angeles, California (APN 5154-034-006), (iii) 262 and 272 South Lake Street/2120 Valley Street, Los Angeles, California (APN 5154-018-021), (iv) 2222 Ocean View Avenue, Los Angeles, California (APN 5154-033-021), (v) 143 South Alvarado Street, Los Angeles, California (APN 5154-008-012), and (vi) 171 South Alvarado Street, Los Angeles, California (APN 5154-018-020) (collectively, the "Properties"). The purchase price for the Properties will not exceed $120,000,000.

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the County of Los Angeles will meet to consummate the proposed purchase of the Properties on April 16, 2019, at 9:30 a.m., or as soon thereafter as the matter can be heard, in the Hearing Room of the Board of Supervisors, Room 381, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012.

CELIA ZAVALA, Executive Officer-Clerk
of the Board of Supervisors
of the County of Los Angeles

By: [redacted]
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: [redacted]
TIANA J. MURILLO
Assistant County Counsel
Property Division

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, CELIA ZAVALA, Executive Officer-Clerk of the Board of Supervisors of the County of Los Angeles, do hereby certify that the attached is a full, true and correct copy of Board Order No. 8 of an action taken March 19, 2019 relating to the proposed purchase of the St. Vincent Medical Center Campus and to adopt a resolution approving a Notice of Intention to Purchase for acquisition of the campus, which includes 2131 West 3rd Street, 199 and 201 South Alvarado Street, 2200 West 3rd Street, 262 and 272 South Lake Street/2120 Valley Street, 2222 Ocean View Avenue, 143 South Alvarado Street and 171 South Alvarado Street for a purchase price not to exceed $120,000,000, subject to participation in the bankruptcy auction and approval of the sale to the County by the bankruptcy court, by the Board of Supervisors of the County of Los Angeles, and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities, for which said Board so acts, by the following vote:

Ayes: Supervisors Solis, Ridley-Thomas, Kuehl, Barger and Hahn

Noes: None

Absent: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County of Los Angeles

this 27th day of March 2019.

Celia Zavala, Executive Officer-Clerk of the Board of Supervisors of the County of Los Angeles.

By [redacted]
Deputy

STATEMENT OF PROCEEDINGS FOR THE

REGULAR MEETING OF THE BOARD OF SUPERVISORS

OF THE COUNTY OF LOS ANGELES HELD IN ROOM 381B

OF THE KENNETH HAHN HALL OF ADMINISTRATION

500 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

Tuesday, March 19, 2019

9:30 AM

8. Adoption of Resolution of Notice of Intention to Acquire St. Vincent Medical Center Campus Properties through Bankruptcy Auction, and Related Actions

Recommendation as submitted by Supervisor Solis: Find that the proposed purchase of the St. Vincent Medical Center campus, which includes 2131 West 3rd Street, 199 and 201 South Alvarado Street, 2200 West 3rd Street, 262 and 272 South Lake Street/2120 Valley Street, 2222 Ocean View Avenue, 143 South Alvarado Street and 171 South Alvarado Street (collectively, the "Properties") are exempt from the California Environmental Quality Act; adopt a resolution approving a Notice of Intention to Purchase for acquisition of the Properties for a purchase price not to exceed $120,000,000, subject to participation in the bankruptcy auction and approval of the sale to the County by the bankruptcy court; advertise and set for the April 16, 2019 Board meeting to receive comment and consummate the proposed acquisition; authorize the Chief Executive Officer to negotiate and execute the Asset Purchase Agreement for acquisition of the Properties; authorize the Chief Executive Officer and County Counsel to take all further actions necessary and appropriate to participate in the bankruptcy auction; and authorize the Chief Executive Officer to submit a good faith deposit of 10% of the bid amount in accordance with the requirements of the bankruptcy court. (19-1889)

Dr. Genevieve Clavreul addressed the Board.

On motion of Supervisor Kuehl, seconded by Supervisor Ridley-Thomas, this item was adopted.

Ayes: 5 - Supervisor Solis, Supervisor Ridley-Thomas, Supervisor Kuehl, Supervisor Barger and Supervisor Hahn

Attachments: Motion by Supervisor Solis

The foregoing is a fair statement of the proceedings of the regular meeting held March 19, 2019, by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

Celia Zavala, Executive Officer
Executive Officer-Clerk
of the Board of Supervisors

By [redacted]

Celia Zavala
Executive Officer

ATTEST: CELIA ZAVALA
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By [redacted], Deputy

AGN. NO. _____

MOTION BY SUPERVISOR HILDA L. SOLIS March 19, 2019

Adoption of Resolution of Notice of Intention to Acquire St. Vincent Medical Center Campus Properties through Bankruptcy Auction, and Related Actions

In August, 2018, Verity Health System of California ("Verity") filed for Chapter 11 bankruptcy protection in federal court. Verity owns the former Daughters of Charity hospital system, including St. Vincent Medical Center ("SVMC"), just outside of downtown, and St. Francis Medical Center in Lynwood. The SVMC campus is 10.49 acres at Alvarado and 3rd Street in the City of Los Angeles.

SVMC and other Verity hospitals are being auctioned by the bankruptcy court, providing the County with an unprecedented opportunity to create a new Health and Human Services Campus in an area of high need and with a shallow County services footprint. The County would not operate SVMC as hospital, as acute care needs can be better served by other local hospitals.

The SVMC campus includes: (1) 2131 West 3rd Street, (APN 5154-018-018), consisting of approximately 5.28 acres and 390,598 square feet of buildings (the "Hospital"); (2) 199 and 201 South Alvarado Street (APN 5154-018-019), consisting of approximately 1.23 acres with a 110,003 square foot professional office building; (3) 2200 West 3rd Street (APN 5154-034-006), consisting of approximately 1.37 acres with

	Motion
SOLIS	
RIDLEY-THOMAS	
KUEHL	
BARGER	
HAHN	

a 46,273 square foot medical office building; (4) 262 and 272 South Lake Street/2120 Valley Street (APN 5154-018-021), consisting of approximately 1.05 acres with a 92,927 square foot guest house; (5) 2222 Ocean View Avenue (APN 5154-033-021), consisting of approximately 1.22 acres with a 34,449 medical office and laboratory building; (6) 143 South Alvarado Street (APN 5154-008-012), consisting of approximately .16 acres and 5,000 square feet of storage; and (7) 171 South Alvarado Street (APN 5154-018-020), consisting of approximately .18 acres of vacant land (collectively, the "Properties").

The not to exceed purchase price of $120,000,000 reflects fair market value for the Properties, which has been substantiated by a County-commissioned appraisal report.

To participate in the bankruptcy auction, a good faith deposit is required that will be returned if the County is not the successful bidder for the Properties, and will be credited against the purchase price if the County is the successful bidder for the Properties.

Section 25353 of the California Government Code authorizes the Board to purchase real property necessary for use of the County for buildings or for other public purposes. Government Code sections 25350 and 6063 require that a notice of the Board's intention to purchase be published once a week for three successive weeks in a newspaper of general circulation in the County, identifying the property to be acquired and the sellers, the purchase price, and the time and place at which the Board will meet to consummate the acquisition.

Acquisition of the Properties will be subject to compliance with the notice requirements of Government Code section 65402.

Acquisition of the Properties is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines, sections 15301(a), (d), and (f) (Existing Facilities), 15302(c) (Replacement or Reconstruction), 15303(e) (New Construction or Conversion of Small Structures), and 15311(a)

(Accessory Structures), and Classes 1(c), (d), and (i), 2(e), 3(d), and 11(d) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. None of the applicable exceptions to the use of these exemptions apply.

I THEREFORE MOVE THAT THE BOARD OF SUPERVISORS:

1. Find that, the proposed purchase of the Properties is categorically exempt from CEQA pursuant to State CEQA Guidelines, sections 15301(a), (d), and (f) (Existing Facilities), 15302(c) (Replacement or Reconstruction), 15303(e) (New Construction or Conversion of Small Structures), and 15311(a) (Accessory Structures), and Classes 1(c), (d), and (i), 2(e), 3(d), and 11(d) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, and that none of the applicable exceptions to the use of these exemptions apply.

2. Adopt the Resolution of Notice of Intention to Purchase (Attachment 1) ("Resolution") for acquisition of the Properties for a purchase price not to exceed $120,000,000, subject to participation in the bankruptcy auction and approval of the sale to the County by the bankruptcy court.

3. Set April 16, 2019 as the date for a Board meeting to receive comment and consummate the proposed acquisition and instruct the Executive Office-Clerk of the Board of Supervisors to publish the Notice of Intention to Purchase attached to the Resolution, in accordance with Government Code section 6063.

4. Delegate authority to the Chief Executive Officer (CEO) or her designee to negotiate and execute the Asset Purchase Agreement for acquisition of the Properties, subject to approval as to form by County Counsel, as required to participate in the bankruptcy auction, and authorize the CEO, or her designee, and County Counsel to take all further actions necessary and appropriate to participate in the bankruptcy auction.

5. Authorize the CEO to submit a good faith deposit of ten percent of the bid amount in accordance with the requirements of the bankruptcy court.

AT THE DULY NOTICED BOARD MEETING ON APRIL 16, 2019, IT IS RECOMMENDED THAT THE BOARD:

1. Order the purchase of the Properties to be consummated, in accordance with Government Code section 25350.

####

Title 11, California Code of Regulations, § 999.5(d)(2)(D)

Exhibit 11

mwe.com

Gary B. Gertler
Attorney at Law
ggertler@mwe.com
+1 310 551 9328

March 28, 2019

VIA EMAIL

Samuel R. Maizel
Partner
Dentons US LLP
601 South Figueroa Street, Suite 2500
Los Angeles, California 90017

Re: St. Francis Medical Center Bid

Dear Sam:

Attached is Prime Healthcare's bid for St. Francis Medical Center. Upon final consideration, Prime does not believe that there will be a qualified back-up bidder nor does Prime want to be a back-up bidder, as Prime believes that the current Stalking Horse Bidder will not close the transaction. The Stalking Horse Bidder will take a protracted amount of time if it ever closes the transaction. Therefore, Prime does not want a substantial deposit to be tied up until either a back-up bidder is selected or the transaction closes, and will not be submitting a deposit. However, Prime is submitting the enclosed bid containing the terms Prime extensively negotiated with Verity in good faith under the belief that Prime would be the Stalking Horse bidder. Prime recognizes that this bid will not be formally considered at auction, but it is being submitted for reference when needed when there is no credible back-up bidder or all other bidders are unable to close.

Thank you for your consideration.

Sincerely,

[redacted]

Gary B. Gertler

ASSET PURCHASE AGREEMENT

By and Among

Prime Healthcare Services, Inc., a Delaware corporation

("Purchaser")

and

St. Francis Medical Center, a California nonprofit public benefit corporation,
Verity Holdings, LLC, a California limited liability company and
Verity Health System of California, Inc., a California nonprofit public benefit corporation

(collectively, "Sellers")

Dated: April ____, 2019

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "**Agreement**") is made and entered into as of the ___ day of April, 2019 (the "**Signing Date**") by and among ST. FRANCIS MEDICAL CENTER, a California nonprofit public benefit corporation ("**St. Francis Medical Center**"), VERITY HOLDINGS, LLC, a California limited liability company ("**Verity Holdings**"), and VERITY HEALTH SYSTEM OF CALIFORNIA, INC., a California nonprofit public benefit corporation ("**Verity Health**", and together with St. Francis Medical Center and Verity Holdings, each individually "**Seller**" and collectively, "**Sellers**"), on the one hand, and PRIME HEALTHCARE SERVICES, INC., a Delaware corporation ("**Purchaser**"), on the other hand.

RECITALS

A. St. Francis Medical Center engages in the business of owning and operating (1) a general acute care hospital known as St. Francis Medical Center located at 3630 E. Imperial Highway, Lynwood, California 90262, which includes a hospital pharmacy, laboratory and emergency department, and (2) the medical office buildings and clinics identified on **Schedule A** including properties owned by affiliates as shown on **Schedule A** (collectively, the "**Hospital**").

B. Verity Holdings engages in the business of owning certain medical office buildings and properties identified on **Schedule A** that are used by Sellers in connection with the operation of the Hospital.

C. Verity Health is the sole corporate member of St. Francis Medical Center.

D. Purchaser desires to purchase from Sellers, and Sellers desire to sell to Purchaser, the assets described in Section 1.7 below (the "**Assets**") owned by Sellers and used with respect to the operation of the Hospital (the "**Business**"), for the consideration and upon the terms and conditions contained in this Agreement.

E. Sellers each filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") with the United States Bankruptcy Court for the Central District of California, Los Angeles Division (the "**Bankruptcy Court**"), commencing lead Case No. 2:18-bk-20151, jointly administered with their affiliates (the "**Bankruptcy Cases**"), and the Bankruptcy Court entered an order approving procedures in connection with the sale of the Sellers' Assets ("**Bidding Procedures Order**"), Docket No. 1279, which requests that the Bankruptcy Court enter a "**Sale Order**" following an auction and selection of a successful bidder.

F. The parties intend to effectuate the transactions contemplated by this Agreement through a sale of the Assets approved by the Bankruptcy Court pursuant to Section 363 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained in this Agreement, and for their mutual reliance and incorporating into this Agreement the above recitals, the parties hereto agree as follows:

ARTICLE 1

SALE AND TRANSFER OF ASSETS; CONSIDERATION; CLOSING

1.1 Purchase Price.

(a) Subject to the terms and conditions of this Agreement, the purchase price ("**Purchase Price**") shall consist of the following:

(i) Cash payment by Purchaser to Sellers (the "**Cash Consideration**") of Three Hundred Twenty-Five Million Dollars ($325,000,000); *plus*

(ii) Assumption of St. Francis Medical Center's accrued vacation and other paid time off as of the Closing [(which as of August 31, 2018 had an aggregate value of Ten Million Two Hundred Thousand Dollars ($10,200,000))]; *plus*

(iii) Payment of Cure Costs (as defined below) associated with any Assumed Leases and/or Assumed Contracts as determined in accordance with Section 1.11 and Section 5.8, including but not limited to the Cure Costs for the Assumed Leases and/or Assumed Contracts identified on **Schedule 1.1(a)(iii)**, and assumption of the other Assumed Obligations (as defined below); *plus*

(iv) Purchaser's commitment to invest Seventy-Five Million Dollars ($75,000,000) in capital expenditures for the Hospital over the five (5)-year period immediately after the Closing Date; *plus*

(v) Purchaser's agreement to exclude the Hospital Quality Assurance Fee Program payments, as set forth in Section 1.8(x), which is valued at One Hundred Seventy-Four Million Dollars ($174,000,000).

(b) Purchaser (i) is acquiring the Assets and (ii) is only assuming the Assumed Obligations (as defined below).

(c) At the Closing, Purchaser shall pay to Sellers, by wire transfer of immediately available funds to the accounts specified by Sellers to Purchaser in writing, an aggregate amount equal to the Cash Consideration.

1.2 Deposit. Purchaser will make a good faith deposit in the amount of Twelve Million Dollars ($12,000,000) (the "**Deposit**") by wire transfer to an account designated by Sellers, which shall be funded by Purchaser not later than five (5) business days after the Signing Date. The Deposit shall be refundable in all events, except in the event the Closing does not occur due to the Purchaser materially breaching its obligations under this Agreement. Upon Closing, the Deposit will be credited against the Purchase Price.

1.3 Closing Date. The consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at 10:00 am local time at the offices of Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, California 90017-5704 (the day on

which Closing actually occurs, the "**Closing Date**") within five (5) business days following the satisfaction or waiver of the conditions set forth in ARTICLE 7 and ARTICLE 8, other than those conditions that by their nature are to be satisfied at Closing but subject to fulfillment or waiver of those conditions. The Closing shall be deemed to occur and to be effective as of 12:00 a.m. Pacific time on the day immediately after the Closing Date (the "**Effective Time**").

1.4 Items to be Delivered by Sellers at Closing. At or before the Closing, Sellers shall deliver, or cause to be delivered, to Purchaser the following:

1.4.1 a Bill of Sale substantially in the form of **Exhibit 1.4.1** attached hereto (the "**Bill of Sale**"), duly executed by each Seller;

1.4.2 Real Estate Assignment and Assumption Agreements (the "**Real Estate Assignments**") in the form of **Exhibit 1.4.2** attached hereto with respect to (a) the Leased Real Property, and (b) the Tenant Leases, each duly executed by each Seller;

1.4.3 a Grant Deed (the "**Deed**") in the form of **Exhibit 1.4.2** attached hereto with respect to each parcel of real property listed in **Schedule A** (the "**Owned Real Property**") duly executed by each Seller;

1.4.4 non-foreign affidavits of each Seller, dated as of the Closing Date, in the form of **Exhibit 1.4.4**;

1.4.5 an Assumption Agreement (the "**Assumption Agreement**") in the form of **Exhibit 1.4.5** attached hereto with respect to the Assumed Obligations duly executed by each Seller;

1.4.6 favorable original certificates of good standing, of each Seller, issued by the State of California, dated no earlier than a date which is fifteen (15) calendar days prior to the Closing Date;

1.4.7 a duly executed certificate of an officer of each Seller certifying to Purchaser (a) the incumbency of the officers of such Seller on the Signing Date and on the Closing Date and bearing the authentic signatures of all such officers who shall execute this Agreement and any additional documents contemplated by this Agreement, and (b) the due adoption and text of the resolutions or consents of the Board of Directors of such Seller authorizing (i) the transfer of the Assets and transfer of the Assumed Obligations by such Seller to Purchaser, and (ii) the due execution, delivery and performance of this Agreement and all additional documents contemplated by this Agreement, and that such resolutions have not been amended or rescinded and remain in full force and effect on the Closing Date;

1.4.8 a copy of the Sale Order (as defined below);

1.4.9 a Limited Power of Attorney for use of Drug Enforcement Agency and other registration numbers, and DEA order forms, in the form of **Exhibit 1.4.9** (the "**Power of Attorney**");

1.4.10 an Assignment of Accounts Receivable ("**Assignment of Accounts Receivable**") in the form of Exhibit 1.4.10 attached hereto;

1.4.11 titles to all motor vehicles included in the Assets, duly endorsed for transfer to Purchaser;

1.4.12 a Transition Services Agreement (the "**Transition Services Agreement**") in form and substance satisfactory to Sellers and Purchaser, in their reasonable discretion, granting to Sellers use of certain assets, systems and personnel identified in such agreement solely in connection with Sellers' wind-down of the Business, the completion of the Bankruptcy Cases and the dissolution of Sellers (and following completion of such wind-down, Bankruptcy Cases and dissolution of Sellers, such Transition Services Agreement shall automatically terminate); and

1.4.13 any such other instruments, certificates, consents or other documents which Purchaser and Sellers mutually deem reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof.

1.5 Items to be Delivered by Purchaser at Closing. At or before the Closing, Purchaser shall deliver or cause to be delivered to Sellers the following:

1.5.1 payment of the Cash Consideration, reduced by the Deposit as described in Section 1.2 and subject to credits or plus payment to Sellers or Purchaser, as applicable, of all amounts as provided under Section 1.6;

1.5.2 evidence of payment of all Cure Costs required hereunder to be paid by Purchaser;

1.5.3 a duly executed certificate of the Secretary of Purchaser certifying to Sellers (a) the incumbency of the officers of Purchaser on the Signing Date and on the Closing Date and bearing the authentic signatures of all such officers who shall execute this Agreement and any additional documents contemplated by this Agreement, and (b) the due adoption and text of the resolutions of the Board of Directors of Purchaser authorizing the execution, delivery and performance of this Agreement and all additional documents contemplated by this Agreement, and that such resolutions have not been amended or rescinded and remain in full force and effect on the Closing Date;

1.5.4 favorable original certificate of good standing, of Purchaser, issued by the California Secretary of State dated no earlier than a date which is fifteen (15) calendar days prior to the Closing Date;

1.5.5 the Bill of Sale, duly executed by Purchaser;

1.5.6 the Real Estate Assignments, duly executed by Purchaser;

1.5.7 the Assignment of Accounts Receivable, duly executed by Purchaser;

1.5.8 the Assumption Agreement, duly executed by Purchaser;

1.5.9 the Power of Attorney, duly executed by Purchaser;

1.5.10 the Transition Services Agreement; and

1.5.11 any such other instruments, certificates, consents or other documents which Purchaser and Sellers mutually deem reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof.

1.6 Prorations and Utilities. All items of income and expense listed below with respect to the Assets shall be prorated in accordance with the principles and the rules for the specific items set forth hereafter:

1.6.1 All transfer, conveyance, sales, use, stamp, similar state and local taxes arising from the sale of the Assets hereunder shall be equally borne by Purchaser, on the one hand, and Sellers, on the other hand.

1.6.2 Other than the Utility Deposits (defined below), which are governed by Section 1.8(j), and other than with respect to Cure Costs payable by Purchaser, the following costs and expenses shall be prorated based upon the payment period (*i.e.*, calendar or other tax fiscal year) to which the same are attributable: all real estate and personal property lease payments, real estate and personal property taxes, real estate assessments and other similar charges against real estate, and charges for power, sewer, water, electric, gas, telephone or other utilities (collectively, the "**Utilities**") on the Assets (collectively, the "**Prorated Charges**"). Each Seller shall pay its respective portion at or prior to the Closing (or Purchaser shall receive credit for) of any unpaid Prorated Charges attributable to periods or portions thereof occurring prior to the Effective Time, and Purchaser shall assume as an Assumed Liability or, to the extent previously paid by any Seller, pay to such Seller at the Closing all Prorated Charges attributable to periods or portions thereof occurring from and after the Effective Time. In the event that as of the Closing Date the actual tax bills for the tax year or years in question are not available and the amount of taxes to be prorated as aforesaid cannot be ascertained, then rates, millages and assessed valuation of the previous year, with known changes, shall be used. The parties agree that if the real estate and personal property tax prorations are made based upon the taxes for the preceding tax period, the prorations shall be re-prorated after the Closing. As to charges for Utilities, "final readings" as of the Closing Date shall be ordered for the Utilities; the cost of obtaining such "final readings," if any, shall be paid by Purchaser.

1.6.3 Sellers shall be entitled to all rents and other payments under Tenant Leases accruing for the period prior to the Effective Time ("**Pre Effective Time Lease Amounts**"), and Purchaser shall be entitled to all rents and other payments under tenant leases accruing for the period after the Effective Time ("**Post Effective Time Lease Amounts**" and together with the Pre Effective Time Lease Amounts, the "**Lease Amounts**"). All Lease Amounts that are collected prior to the Closing shall be prorated as of the Closing in accordance with the immediately preceding sentence. All Lease Amounts that are accrued but uncollected as of the Closing (including, without limitation, rents and other payments accrued prior to the Closing but payable in arrears after the Closing) (collectively, the "**Unpaid Amounts**") shall belong to Sellers, and Purchaser shall, upon receipt of said rents and other payments, receive the same in trust for Sellers and shall promptly remit any of such amounts to the applicable Seller

within ten (10) days after Purchaser's receipt of same. For the avoidance of doubt, all rental payments received after Closing shall be first applied to any amounts owed to the Sellers under this Section 1.6.3.

1.6.4 All prorations and payments to be made under the foregoing provisions shall be agreed upon by Purchaser and Sellers prior to the Closing and shall be binding upon the parties; *provided, however*, with respect to the Unpaid Amounts, in the event any proration, apportionment or computation shall prove to be incorrect for any reason, then either the applicable Seller or Purchaser shall be entitled to an adjustment to correct the same, *provided* that said party makes written demand on the party from whom it is entitled to such adjustment within thirty (30) calendar days after the erroneous payment or computation was made, or such later time as may be required, in the exercise of due diligence, to obtain the necessary information for proration. This Section 1.6 shall survive Closing.

1.7 Transfer of Assets of Sellers. On the Closing Date and subject to the terms and conditions of this Agreement, each Seller shall sell, assign, transfer, convey and deliver to Purchaser, free and clear of all interests, including but not limited to all liens, privileges, pledges, security interests, rights of first refusal, options, defects in title and encumbrances other than the Permitted Exceptions (defined below), and Purchaser shall acquire, all of each Seller's right, title and interest in and to the following Assets, to the extent primarily used in the operation of the Hospital and not included among the Excluded Assets, with such transfer being deemed to be effective at the Effective Time:

(a) all of the tangible personal property owned by such Seller and used by such Seller in the operation of the Hospital, including equipment, furniture, machinery, vehicles and office furnishings (the "**Personal Property**");

(b) all of such Seller's rights in and to all licenses, to the extent assignable or transferable, Medicare and Medi-Cal provider numbers, permits, approvals, certificates of exemption, franchises, accreditations and registrations and other governmental licenses, permits or approvals issued to such Seller for use in connection with the operation of the Hospital (the "**Licenses**"), including, without limitation, the Licenses and Medicare/Medi-Cal Provider Agreements and their associated Provider Numbers set forth on **Schedule 1.7(b)**;

(c) all of such Seller's right, title and interest in and to the Owned Real Property and all of such Seller's interest in and to all of the following (the "**Assumed Leases**"): (i) personal property leases with respect to all personal property used in the operation of the Hospital (other than owned Personal Property transferred in accordance with in Section 1.7(a) above), (ii) the real property leases for all real property leased by such Seller and set forth on **Schedule 1.7(c)(ii)** (the "**Leased Real Property**"), and (iii) the real property leased or subleased by such Seller to a third party and set forth on **Schedule 1.7(c)(iii)** (the "**Tenant Leases**");

(d) all of such Seller's interest, to the extent assignable or transferable, in and to all contracts and agreements (including, but not limited to, purchase orders) with respect to the operation of the Hospital that have been designated by Purchaser as a contract to be assumed pursuant to Section 1.11 (the "**Assumed Contracts**");

(e) other than the Excluded Settlements and Actions (defined below), all claims, rights, interests and proceeds (whether received in cash or by credit to amounts otherwise due to a third party) with respect to amounts overpaid by such Seller to any third party health plans with respect to periods prior to the Effective Time (*e.g.*, such overpaid amounts may be determined by billing audits undertaken by such Seller or such Seller's consultants), except with respect to any causes of action or proceeds thereof arising under Chapter 5 of the Bankruptcy Code other than with respect to Assumed Contracts and Assumed Leases and other items described in Section 1.8(h);

(f) all inventories of supplies, drugs, food, janitorial and office supplies and other disposables and consumables (i) located at the Hospital, or (ii) used in any way in the operation of or at the Hospital (the "**Inventory**") except as set forth in **Schedule 1.7(f)**;

(g) other than Utility Deposits, all prepaid rentals, deposits, prepaid expenses and other prepayments and similar amounts relating to the Assumed Contracts and/or the Assumed Leases, which were made with respect to the Hospital (the "**Prepaids**");

(h) all of the following to the extent legally transferrable and not subject to prior consent of any third party: operating manuals, forms, files, books, records, documents and computer software with respect to the Hospital, including, without limitation, all patient records, medical records, employee records, financial records, equipment records, construction plans and specifications, electronic medical records, all work flow documents and programs and all templates relating thereto, and medical and administrative libraries;

(i) to the extent assignable or transferable, all rights in all warranties of any manufacturer or vendor in connection with the Personal Property;

(j) except as stated in Section 1.7(k) and Section 1.7(l), all rights of the Hospital to payments from any governmental, administrative or regulatory entities to support the Hospital, including but not limited to all net Disproportionate Share Hospital payments;

(k) all rights of the Hospital to Measure B trauma funding to be paid related to service periods ending on or after the Effective Time (solely to the extent collected after Closing); for the avoidance of doubt, any of the aforementioned payments, whether received before or after the Effective Time, that are in connection with services provided for any period prior to the Effective Time are not included as part of the Assets (and shall be Excluded Assets notwithstanding any other provision of this Agreement) and shall remain with Sellers (or if received by the Purchaser after the Effective Time, shall be returned to Sellers within thirty (30) calendar days of receipt);

(l) except as stated in Section 1.7(k) and Section 1.12, all accounts and interest thereupon, notes and interest thereupon and other receivables of such Seller, including, without limitation, accounts, notes or other amounts receivable, and all claims, rights, interests and proceeds related thereto, including all accounts and other receivables, and Seller Cost Report settlements related thereto, in each case arising from the rendering of services or provision of goods, products or supplies to inpatients and outpatients at the Hospital, billed and unbilled, recorded and unrecorded, for services, goods, products and supplies provided by such Seller

prior to the Effective Time whether payable by Medicare, Medicaid, or any other payor (including an insurance company), or any health care provider or network (such as a health maintenance organization, preferred provider organization or any other managed care program) or any fiscal intermediary of the foregoing, private pay patients, private insurance or by any other source (collectively, "**Accounts Receivable**"), *provided* that notwithstanding anything else in this Agreement, with respect to the California Department of Health Care Services Hospital Quality Assurance Fee Program for the period July 1, 2019 to June 30, 2022 (the "**QAF VI Program**") the Assets shall include only the "**QAF VI Purchaser Net Payments**" which shall be an amount equal to the product of: (i) all payments received or to be received by the Hospital under the QAF VI Program net of all payments made or required to be made by such Hospital in respect of the QAF VI Program including payments to the California Health Foundation & Trust; multiplied by the ratio of (ii) (x) the total number of days between the Effective Time and June 30, 2022 divided by (y) 1096.

(m) the right to use the name "St. Francis Medical Center" including any trademarks, service marks, trademark and service mark registrations and registration applications, trade names, trade name registrations, logos, domain names, trade dress, copyrights, copyright registrations, website content, know- how, trade secrets and the corporate or company names of Sellers and the name of the Hospital, together with all rights to sue and recover damages for infringement, dilution, misappropriation or other violation or conflict associated with any of the foregoing; at the Closing, Purchaser will execute and deliver to Sellers the Transition Services Agreement granting to Sellers an unlimited, royalty free, irrevocable license to use any and all of the foregoing in this Section 1.7(m) solely in connection with the wind-down of the Business, the completion of the Bankruptcy Cases and the dissolution of Sellers (and following completion of such wind-down, Bankruptcy Cases and dissolution of Sellers, such license shall automatically terminate);

(n) all goodwill of the Hospital;

(o) to the extent used primarily with respect to the Hospital and transferrable or assignable, such Seller's right, title and interest in and to the telephone and facsimile numbers used with respect to the operation of the Hospital;

(p) to the extent used primarily with respect to the operation of the Hospital, all of such Seller's web sites, URLs, and social media accounts, including but not limited to, Facebook and LinkedIn;

(q) St. Francis Medical Center's Medicare and Medi-Cal provider agreements (inclusive of their respective provider numbers) and lockbox account(s) identified on **Schedule 1.7(q)**;

(r) all additional properties and assets referenced on **Schedule 1.7(r)** hereof;

(s) to the extent legally transferrable and not subject to prior consent of any third party, all electronic health record products and billing software, revenue cycle software and related modules used primarily in the operation of the Hospital, as more specifically identified on **Schedule 1.7(s)**;

(t) with respect to Verity Holdings, the assets represented by the assessor's parcel numbers (APN's) listed in **Schedule 1.7(t)** hereof (the "**Purchased Verity Holdings Assets**"); and

(u) except for the Excluded Assets, any other assets owned by such Seller (which are not otherwise specifically described above in this Section 1.7) that are primarily used in the operation of the Hospital.

As used herein, the term "**Permitted Exceptions**" means (i) the Assumed Obligations; (ii) liens for taxes not yet due and payable; (iii) easements, rights of way, zoning ordinances and other similar encumbrances affecting real property; (iv) other imperfections of title or encumbrances which are not monetary in nature and that are not, individually or in the aggregate, material to the business of the Hospital; and (v) other imperfections of title or encumbrances that are expressly identified on **Schedule 1.7** hereof.

1.8 Excluded Assets. Notwithstanding anything to the contrary in Section 1.7, each Seller shall retain all interests, rights and other assets owned directly or indirectly by it (or any of such Seller's affiliates) which are not among the Assets, including, without limitation, the following interests, rights and other assets of such Seller (collectively, the "**Excluded Assets**"):

(a) cash, cash equivalents and short-term investments;

(b) all Seller Plans (defined below) and the assets of all Seller Plans and any asset that would revert to the employer upon the termination of any Seller Plan, including, without limitation, any assets representing a surplus or overfunding of any Seller Plan;

(c) all contracts, including, but not limited to, health plan contracts, that are not Assumed Contracts;

(d) all leases that are not Assumed Leases;

(e) the portions of Inventory, Prepaids, and other assets disposed of, expended or canceled, as the case may be, by such Seller after the Signing Date and prior to the Effective Time in the ordinary course of business;

(f) assets owned and provided by vendors of services or goods to the Hospital;

(g) all of such Seller's organizational or corporate record books, minute books, tax returns, tax records and reports, data, files and documents, including electronic data related thereto;

(h) all claims, counterclaims and causes of action of such Seller or such Seller's bankruptcy estate (including parties acting for or on behalf of such Seller's bankruptcy estate, including, but not limited to, the official committee of unsecured creditors appointed in the Bankruptcy Cases), including, without limitation, causes of action arising out of any claims and causes of action under chapter 5 of the Bankruptcy Code and any related claims, counterclaims and causes of action under applicable non-bankruptcy law, and any rights to challenge liens asserted against property of such Seller's bankruptcy estate, including, but not

limited to, liens attaching to the Purchase Price paid to such Seller, and the proceeds from any of the foregoing;

(i) all insurance policies and contracts and coverages obtained by such Seller or listing such Seller as insured party, a beneficiary or loss payee, including prepaid insurance premiums, and all rights to insurance proceeds under any of the foregoing, and all subrogation proceeds related to any insurance benefits arising from or relating to Assets prior to the Closing Date;

(j) all deposits made with any entity that provides Utilities to the Hospital (the "**Utility Deposits**");

(k) all rents, deposits, prepayments, and similar amounts relating to any contract or lease that is not an Assumed Contract or Assumed Lease;

(l) all unclaimed property of any third party as of the Effective Time, including, without limitation, property which is subject to applicable escheat laws;

(m) all other bank accounts of such Seller not identified on **Schedule 1.7(q)**;

(n) all writings and other items that are protected from discovery by the attorney-client privilege, the attorney work product doctrine or any other cognizable privilege or protection;

(o) the rights of such Seller to receive mail and other communications with respect to Excluded Assets or Excluded Liabilities;

(p) all director and officer insurance;

(q) all tax refunds of such Seller;

(r) all documents, records, operating manuals and film pertaining to the Hospital that the parties agree in writing that such Seller is required by law to retain; *provided, however*, that except as prohibited by Law and subject to ARTICLE 5, Purchaser shall have the right to make copies of any portions of such retained books and records that relate to the business of the Hospital as conducted before the Closing or that relate to any of the Assets;

(s) any rights or remedies provided to such Seller under this Agreement and each other document executed pursuant hereto in connection with the Closing;

(t) any (i) personnel files for employees of such Seller who are not hired by Purchaser; (ii) documents exclusively related to any Excluded Assets; and (iii) documents necessary to prepare tax returns (Purchaser shall be entitled to a copy of such documents). With respect to documents necessary to prepare cost reports, Purchaser shall receive the original document and such Seller shall be entitled to retain a copy of such documents for any period ending on or prior to the Closing Date;

(u) all deposits or other prepaid charges and expenses paid with respect to any other Excluded Assets;

(v) all promissory notes made by a Seller in favor of another Person and any interest thereupon;

(w) all pre-Closing settlements or settlements pursuant to adversary proceedings in the Bankruptcy Cases, including, without limitation, any proceedings identified in Section 1.8(h) or 1.8(y) (together with the items identified in Section 1.8(h) or 1.8(y), the "**Excluded Settlements and Actions**");

(x) except for the QAF VI Purchaser Net Payments and except as otherwise due to Purchaser under Section 1.12, all California Department of Health Care Services Hospital Quality Assurance Fee Program payments from the program period January 1, 2014 to December 31, 2016 (the "**QAF IV Program**"), all California Department of Health Care Services Hospital Quality Assurance Fee Program payments for the period January 1, 2017 to June 30, 2019 (the "**QAF V Program**"), and the QAF VI Seller Net Payments which means an amount equal to the product of: (i) all payments received or to be received by the Hospital under the QAF VI Program net of all payments made or required to be made by such Hospital in respect of the QAF VI Program including payments to the California Health Foundation & Trust; multiplied by the ratio of (ii) (x) the total number of days between July 1, 2019 and the Effective Time, divided by (y) 1096, which if such payments are received by the Purchaser after the Effective Time, shall be returned to Sellers within sixty (60) calendar days of receipt by Purchaser;

(y) (i) all rights, claims and causes of action of such Seller to the extent related to and/or to the extent arising out of the Accounts Receivable and rights to settlements and retroactive adjustments, if any, whether arising under a Seller Cost Report or otherwise, for any reporting periods ending on or prior to the Effective Time, whether open or closed, arising from or against the United States government under the terms of the Medicare program or TRICARE (formerly the Civilian Health and Medical Program of the Uniformed Services); and (ii) all of Sellers' right, title and interest in claims and causes of action or rights of recovery or set-off of every kind and character against third parties, including actions under Chapter 5 of the Bankruptcy Code; provided, however that nothing in this Section 1.8(y) shall be interpreted to diminish Purchaser's rights under Section 1.7(l);

(z) as referenced in Section 1.7(k), all Measure B trauma funding, whether received before or after the Effective Time, that are in connection with services provided for any period prior to the Effective Time. If such payments are received by Purchaser after the Effective Time, such payments shall be paid by Purchaser to Sellers within thirty (30) calendar days of receipt. To the extent any such payments relate to periods both prior to and after the Effective Time, Sellers' portion shall equal (1) the payment multiplied by the ratio of (2) (x) the total number of days between the beginning of the relevant service period and the Effective Time divided by (y) the total number of days in the service period the payment relates to. For example, if a future payment of $1,000 related to the service period of April 1, 2019 through June 30, 2019 was made after the Effective Time and the illustrative Closing Date was June 1, 2019, then Sellers' portion would be $681.32 ($1,000 x (62 days / 91 days));

(aa) all assets of Verity Holdings other than the Purchased Verity Holdings Assets, and all assets of any of the tenants located in the leased premises of the purchased Verity Holdings properties; and

(bb) any assets identified in **Schedule 1.8(bb)**.

1.9 Assumed Obligations. On the Closing Date, each Seller shall assign, and Purchaser shall assume and agrees to discharge, perform and satisfy fully, on and after the Effective Time, the following liabilities and obligations of such Seller and only the following liabilities and obligations (collectively, the "**Assumed Obligations**"):

(a) the Assumed Contracts and all liabilities of such Seller under the Assumed Contracts, including related Cure Costs;

(b) the Assumed Leases and all liabilities of such Seller under the Assumed Leases, including related Cure Costs;

(c) all liabilities and obligations arising out of or relating to any act, omission, event or occurrence connected with the use, ownership or operation by Purchaser of the Hospital or any of the Assets on or after the Effective Time;

(d) all accrued paid time off pay for Hired Employees up to a maximum of 300 hours per Hired Employee, specifically excluding any extended sick leave liabilities and obligations;

(e) all liabilities and obligations of such Seller related to the Hired Employees for periods following the Effective Time; *provided, however*, that Purchaser does not assume, and such Seller shall remain fully and solely responsible for any duties, obligations or liabilities arising from or related to employment-related documentation required to be maintained by such Seller prior to the Effective Time, including but not limited to, documentation of I-9 compliance for the Hired Employees and any alternative work schedule compliance duties, obligations or liabilities that relate to the Hired Employees;

(f) all unpaid real and personal property taxes, if any, that are attributable to the Assets after the Effective Time, subject to the prorations provided in Section 1.6;

(g) all liabilities and obligations relating to Utilities being furnished to the Assets, subject to the prorations provided in Section 1.6;

(h) fifty percent (50%) of any documentary, sales and transfer tax liabilities of such Seller incurred as a result of the consummation of the transaction contemplated by this Agreement; and

(i) any other obligations and liabilities expressly identified in **Schedule 1.9(i)**.

1.10 Excluded Liabilities. Purchaser shall not assume or become responsible for any duties, obligations or liabilities of any Seller that are not assumed by Purchaser pursuant to the terms of this Agreement, the Bill of Sale, the Assumption Agreement or the Real Estate

Assignment(s) (the "**Excluded Liabilities**"), and each Seller shall remain fully and solely responsible for all of such Seller's debts, liabilities, contract obligations, expenses, obligations and claims of any nature whatsoever related to the Assets or the Hospital unless assumed by Purchaser under this Agreement, or in the Bill of Sale, the Assumption Agreement or the Real Estate Assignment(s). For the avoidance of any doubt, Purchaser shall not assume or become responsible for (a) any QAF VI fees that become due and owing by the Hospital prior to the Effective Time unless they relate to a service period on or after the Effective Time in which case Purchaser would be responsible for its pro rata portion (b) any alternative work schedule or I-9 compliance liabilities or obligations that relate to the period prior to the Effective Time and (c) any off-balance sheet liabilities, including but not limited to, any extended sick leave liabilities and obligations. The parties acknowledge and agree that Purchaser may offset any Excluded Liabilities incurred by Purchaser from any Hospital Quality Assurance Fee Program payments excluded under Section 1.8(x) which are received by Purchaser after the Effective Time.

1.11 Designation of Assumed Contracts and Assumed Leases.

(a) Except as provided in Section 1.11(a), all contracts and leases will be subject to evaluation by Purchaser for assumption or rejection (collectively "**Evaluated Contracts**"). Purchaser shall use Exhibit A (Parts 1, 2, 3 & 4) of the Executory Contracts and Unexpired Leases Subject to Assumption dated March 22, 2019 submitted by Strategic Global Management, Inc. in connection with the Bankruptcy Cases as its initial list of those Evaluated Contracts that Purchaser will agree to assume, and the Cure Costs amounts associated with such Evaluated Contracts will be included in the calculation of the "Minimum Qualified Bid" (as such term is defined in the Bidding Procedures Order). Not later than ten (10) days after the Signing Date, Sellers shall provide Purchaser the amounts that must be paid and all obligations that must be satisfied in order for Sellers to assign and Purchaser to assume such Evaluated Contracts. Not later than thirty (30) days prior to the Closing Date, Purchaser shall provide each Seller (i) an updated, final list of those Evaluated Contracts that Purchaser will agree to assume and have assigned to it by Seller effective as of the Effective Time, and (ii) a final list, signed and dated by Purchaser, of which Evaluated Contracts are to be rejected by such Seller (collectively, the "**Rejected Contracts**"). Sellers shall file such motions in the Bankruptcy Court and take such other actions as are reasonably necessary to ensure that final and non-appealable orders are entered (x) assuming and assigning the respective Assumed Contracts or Assumed Leases applicable to such Seller to Purchaser, and (y) rejecting the Rejected Contracts. With respect to each Assumed Lease, the applicable Seller shall execute and deliver to Purchaser an Assignment and Assumption of Lease. Notwithstanding anything to the contrary set forth in this Agreement, the Rejected Contracts shall constitute part of the Excluded Assets pursuant to, and as defined in, this Agreement.

(b) At Closing and pursuant to an order of the Bankruptcy Court, each Seller will assume and immediately assign to Purchaser the leases of such Seller for Leased Real Property and the Tenant Leases.

1.12 Accounts Receivable Reconciliation. Sellers and Purchaser have mutually agreed that the target Accounts Receivable amount that will be transferred from Sellers to Purchaser as of the Effective Time ("**A/R Target Amount**") is Fifty-Six Million Dollars ($56,000,000). Purchaser shall collect the Accounts Receivable during the ninety (90) day period immediately

following the Closing Date (collectively, the "**Final A/R Collected**"), and within the thirty (30) day period thereafter, Purchaser shall provide Sellers an accounting of the Final A/R Collected. If the Final A/R Collected is more than the A/R Target Amount, then such excess amount shall be paid by Purchaser to Sellers within thirty (30) calendar days of Purchaser's delivery of the accounting of the Final A/R Collected to Sellers. If the Final A/R Collected is less than the A/R Target, then such deficit amount shall be paid by Sellers to Purchaser within thirty (30) calendar days of Purchaser's delivery of the accounting of the Final A/R Collected to Sellers. The parties acknowledge and agree that if such deficit amount is not paid by Sellers to Purchaser within the foregoing payment period, Purchaser may offset such deficit amount from any Hospital Quality Assurance Fee Program payments excluded under Section 1.8(x) which are received by Purchaser after the Effective Time.

1.13 Disclaimer of Warranties; Release.

(a) THE ASSETS TRANSFERRED TO PURCHASER WILL BE SOLD BY SELLERS AND PURCHASED BY PURCHASER IN THEIR PHYSICAL CONDITION AT THE EFFECTIVE TIME, "AS IS, WHERE IS AND WITH ALL FAULTS AND NONCOMPLIANCE WITH LAWS," WITH NO WARRANTIES (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, USAGE, WORKMANSHIP, QUALITY, PHYSICAL CONDITION, OR VALUE) OTHER THAN AS EXPRESSLY SET FORTH IN ARTICLE 2, AND ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED, AND WITH RESPECT TO THE LEASED REAL PROPERTY WITH NO WARRANTY OF HABITABILITY OR FITNESS FOR HABITATION, INCLUDING, WITHOUT LIMITATION, THE LAND, THE BUILDINGS AND THE IMPROVEMENTS. ALL OF THE TANGIBLE ASSETS SHALL BE FURTHER SUBJECT TO NORMAL WEAR AND TEAR AND NORMAL AND CUSTOMARY USE OF THE INVENTORY AND SUPPLIES IN THE ORDINARY COURSE OF BUSINESS UP TO THE EFFECTIVE TIME.

(b) Purchaser acknowledges that Purchaser will be examining, reviewing and inspecting all matters which in Purchaser's judgment bear upon the Assets, the Sellers, the Hospital, the business of the Hospital and its value and suitability for Purchaser's purposes, and Purchaser is relying solely on the representations and warranties of Sellers contained in ARTICLE 2 of this Agreement and Purchaser's own examination, review and inspection of the Assets and Assumed Obligations. Purchaser further acknowledges that the representations and warranties of Sellers contained in ARTICLE 2 of this Agreement are the sole and exclusive representations and warranties made by Sellers to Purchaser (including with respect to the Hospital, the Assets and the Assumed Obligations) and shall expire, and be of no further force or effect upon the date that is twenty (20) calendar days after the Signing Date (the period from the Signing Date until the date that is twenty (20) calendar days after the Signing Date, the "**Final Diligence Period**"), except that the Sale Order Date Representations shall expire, and be of no further force or effect upon entry of the Sale Order and Sellers shall not have any liability in respect of any breach thereof upon such respective dates.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller hereby represents, warrants and covenants to Purchaser, severally (and not jointly) with respect to such Seller that the following matters are true and correct as of the Signing Date and as of the last day of the Final Diligence Period, except as would not have a Material Adverse Effect (as defined below), and except as disclosed in the disclosure schedule, as may be amended pursuant to the terms of this Agreement (the "**Disclosure Schedule**"), *provided* that the representations and warranties set forth in Sections 2.1 (Authorization), 2.2 (Binding Agreement), 2.3 (Organization and Good Standing; No Violation), 2.6 (Compliance with Laws), 2.9 (Legal Proceedings), 2.11 (Title), 2.15 (Required Consents) and 2.18 (California Attorney General) (collectively, the "**Sale Order Date Representations**") shall also be made as of immediately prior to the entry of the Sale Order:

The term "**Material Adverse Effect**" means any event, change or occurrence that, individually or in the aggregate with other events, changes or occurrences, has had or would reasonably be expected to have, a material adverse effect on the financial condition, operation or Assets of the Hospital in excess of Twenty Million Dollars ($20,000,000).

2.1 Authorization. Such Seller has full power and authority to enter into this Agreement and, subject to Bankruptcy Court approval, to perform its obligations hereunder and to consummate the transactions contemplated hereby. No governing board approvals or other internal consents are required in order for such Seller to perform its obligations and agreements hereunder, other than those which have been obtained or will be obtained prior to Closing.

2.2 Binding Agreement. This Agreement has been duly and validly executed and delivered by such Seller and, assuming due and valid execution by Purchaser, this Agreement constitutes a valid and binding obligation of such Seller enforceable in accordance with its terms subject to (a) applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect and (b) limitations on the enforcement of equitable remedies.

2.3 Organization and Good Standing; No Violation.

(a) Such Seller is a non-profit public benefit corporation duly organized, validly existing and in good standing under the laws of the State of California. Such Seller has all necessary power and authority to own, operate and lease its properties and to carry on its businesses as now conducted.

(b) Neither the execution and delivery by such Seller of this Agreement nor the consummation of the transactions contemplated hereby by such Seller nor compliance with any of the provisions hereof by such Seller, will violate, conflict with or result in a breach of any material provision of the Articles of Incorporation, Bylaws or other organizational documents of such Seller.

2.4 Licenses. Sellers and the Hospital have all Licenses from any government agency which are required by law to operate the Hospital other than such Licenses the absence of which,

individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect. Sellers have delivered to Purchaser a list (**Schedule 2.4**) of all known Licenses owned or held by Sellers and the Hospital relating to the ownership and operations of the Hospital.

2.5 Medicare and Medi-Cal Participation. The Hospital is qualified for participation in the Medicare and Medi-Cal programs, has current and valid provider contracts with the Medicare and Medi-Cal programs, is in compliance with the conditions of participation in such programs, except for instances of noncompliance that, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect upon the operation of the Hospital. Since January 1, 2015, to the knowledge of Sellers, except as may be disclosed in **Schedule 2.5**, no Seller nor any of their affiliates have received any written notice from either the Medicare or Medi-Cal programs of any pending or threatened investigations or surveys. Sellers have provided or will provide to Purchaser complete and correct copies of the Hospital's Medicare cost reports for the Hospital's fiscal year ended on June 30, 2018, when available.

2.6 Compliance with Laws.

2.6.1 To the knowledge of Sellers, Sellers and their subsidiaries are in material compliance with all applicable laws, including the Health Care Laws and Environmental Laws, except for instances of noncompliance that, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect upon the operation of the Hospital.

2.6.2 To the knowledge of Sellers, no action is pending or threatened or recommended by any government agency to terminate or decertify any participation of the Hospital in the Medicare, Medi-Cal or any other third party payor programs nor has there been any decision not to renew any provider agreement related to the Hospital, except as set forth on **Schedule 2.6.2(a)**. With the exception of deficiencies that are currently the subject of waiver and those of which are the subject of a plan of correction (each set forth on **Schedule 2.6.2(b)**), to the knowledge of Sellers, there are no material outstanding written notices of deficiencies or written notices of work orders of a material nature of any government agency having jurisdiction over the Hospital, including the Medicare and Medi-Cal programs.

2.6.3 To the knowledge of Sellers, all billing practices of the Hospital with respect to all third party payors, including the Medicare and Medi-Cal programs and private insurance companies, are in compliance in all material respects with all applicable laws, regulations and policies of such third party payors and the Medicare and Medi-Cal programs, except for instances of noncompliance that, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect upon the operation of the Hospital. The Hospital has not been excluded from participation in the Medicare or Medi-Cal program nor to the knowledge of Sellers is any such exclusion threatened. To the knowledge of Sellers, no employee or independent contractor of Sellers or the Hospital (whether an individual or entity) has been excluded from participating in any federal health care program (as defined in 42 U.S.C. § 1320a-7b(f)), except as set forth on **Schedule 2.6.3**. To the knowledge of Sellers, none of the officers, directors or managing employees (as such term is defined in the Medicare Program Integrity Manual) of Sellers has been excluded from participation in the Medicare or

Medicaid programs or been subject to sanction pursuant to 42 U.S.C. § 1320a-7a or 1320a-8 or been convicted of a crime described at 42 U.S.C. § 1320a-7b.

2.6.4 To the knowledge of Sellers, none of the officers, directors or managing employees (as such term is defined in the Medicare Program Integrity Manual) of Sellers is now or has in the past been subject to or bound by a corporate integrity agreement with the United States Department of Health and Human Services Office of the Inspector General or other similar agreement (*e.g.*, deferred prosecution agreement) with any government agency.

2.6.5 As used herein, "**Health Care Laws**" means all laws applicable to health care providers and facilities; federal and state health care program conditions of participation, standards, policies, rules, procedures and other requirements; and accreditation standards of any applicable accrediting organization, including the federal (Title XIX of the Social Security Act) and state Medicaid programs and their implementing regulations, the Medicare Program (Title XVIII of the Social Security Act) and its implementing regulations, the federal False Claims Act (31 U.S.C. §§3729 *et seq.*), the Federal Health Care Program Anti-Kickback Statute (42 U.S.C. §1320a 7b(b)), the Federal Physician Self-Referral Law (42 U.S.C. §1395nn), the Federal Administrative False Claims Law (42 U.S.C. §1320a 7b(a)), the Beneficiary Inducement Statute (42 U.S.C. §1320a-7a(a)(5)), the HIPAA and the HIPAA Privacy Rule, the HIPAA Security Rule and the HIPAA Standards for Transactions and Code Sets (42 U.S.C. 1320d 1329d 8; 45 CFR Parts 160 and 164), the Health Information Technology for Economic and Clinical Health Act (Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (Feb. 17, 2009)), the federal Confidentiality of Alcohol and Drug Abuse Patient Records Act (42 U.S.C. 290ee 3), the Rehabilitation Act, the Americans with Disabilities Act, the Occupational Safety and Health Administration statutes and regulations for blood borne pathogens and workplace risks, and any state and local laws and the regulations promulgated pursuant to such laws, that address the same or similar subject matter.

2.6.6 As used herein, "**Environmental Laws**" means all laws relating to: (a) the control of any potential pollutant or protection of the ambient air, indoor air, groundwater, drinking water, storm water, waste water, wetlands, surface or subsurface soil or land; (b) solid, gaseous or liquid waste generation, handling, treatment, storage, disposal, arrangement for disposal or transportation; (c) exposure to hazardous, toxic or other substances alleged to be harmful; and (d) worker health and safety, and includes without limitation, (i) judicial, administrative, or other regulatory decrees, judgments, and orders of any government agency, and (ii) the following statutes and the regulations promulgated thereunder: the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, the Superfund Amendments and Reauthorization Act, 42 U.S.C. § 11011 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, the Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*, the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*, CERCLA, OSHA, the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*, and any other state, county, or local regulations similar thereto.

2.7 Contracts. Except as set forth in **Schedule 2.7**, upon entry of the Sale Order and Purchaser's payment of the Cure Costs, Seller is not in material breach or default of the Assumed Contracts or Assumed Leases. No provision of this Section 2.7 shall apply to any failure to obtain consents to the assignment of the Assumed Contracts and Assumed Leases from third

parties to the Assumed Contracts and Assumed Leases for which consent is required to assign the Assumed Contracts and Assumed Leases to Purchaser (the "**Contract and Lease Consents**").

2.8 Brokers and Finders. Except as set forth on **Schedule 2.8**, neither such Seller nor any affiliate thereof, nor any officer or director thereof, have engaged or incurred any liability to any finder, broker or agent in connection with the transactions contemplated hereunder.

2.9 Legal Proceedings. Except as described on **Schedule 2.9**, and except for any and all cases and/or pleadings filed or to be filed in the Bankruptcy Court, which shall be available through Sellers' claims and noticing agent's website at, to the knowledge of Sellers, there are no material claims, proceedings or investigations pending or threatened with respect to the ownership of the Assets or the operation of the Hospital by Sellers before any governmental authority. Except as set forth on **Schedule 2.9**, and other than any action or proceeding brought in the Bankruptcy Court, to the knowledge of Sellers, Sellers are not subject to any government order with respect to the ownership or operation by Sellers of the Hospital or the other Assets and are in substantial compliance with respect to each such government order.

2.10 Seller Knowledge. References in this Agreement to "Seller's knowledge or "the knowledge of Seller" means the actual knowledge of the Chief Executive Officer or Chief Financial Officer of the applicable Seller, without independent research. No constructive or imputed knowledge shall be attributed to any such individual by virtue of any position held, relationship to any other Person or for any other reason.

2.11 Title. Prior to the Signing Date, Sellers have delivered at their own expense (i) for all the Owned Real Property preliminary title reports issued by First American Title Company (the "**Title Commitments**"), (ii) for all of the Owned Real Property all underlying title documents listed on the Title Commitments (the "**Underlying Title Documents**"), and (iii) for the Hospital an as-built ALTA Surveys prepared by Commercial Due Diligence Services (the "**Surveys**," and collectively with the Title Commitment and the Underlying Title Documents, the "**Title Documents**").

2.12 Personnel. **Schedule 2.12** sets forth a complete list (as of the date set forth therein) of names, positions and current annual salaries or wage rates and scheduled bonus, and the accrued paid time off pay of all employees of Sellers (including employees of the Hospital and employees of Verity Health and Verity Holdings) immediately prior to the Signing Date, whether such employees are full time employees, part-time employees, on short-term or long-term disability or on leave of absence pursuant to Sellers's policies, the Family and Medical Leave Act of 1993 or other similar Legal Requirements (the "**Hospital Employees**") and indicating whether the Hospital Employee is full- time or part-time. Sellers shall update **Schedule 2.12(a)** to reflect changes in employment status or new hires and terminations occurring after the Signing Date by providing a revised schedule to Purchaser no later than five (5) business days before the date scheduled for the Closing.

2.13 Accounts Receivable. To the knowledge of Sellers, all Accounts Receivable included in the Assets at Closing result from the bona fide provision of products or services in the ordinary course of business. All Sellers Accounts Receivable are currently deposited, either electronically or manually, into the bank accounts listed on **Schedule 2.13**.

2.14 Employee Benefits. **Schedule 2.14(a)** contains a list of (i) each pension, profit sharing, bonus, deferred compensation, or other retirement plan or arrangement of Sellers with respect to the operation of the Hospital, whether oral or written, which constitutes an "employee pension benefit plan" as defined in Section 3(2) of ERISA, (ii) each medical, health, disability, insurance or other plan or arrangement of Sellers with respect to the operation of the Hospital, whether oral or written, which constitutes an "employee welfare benefit plan" as defined in Section 3(1) of ERISA, and (iii) each other employee benefit or perquisite provided by Sellers with respect to the operation of the Hospital, in which any employee of Sellers participate in his capacity as such (collectively, the "**Seller Plans**").

2.15 Required Consents. Except as set forth in **Schedule 2.15**, and other than in connection with any Licenses, any provider agreements (including any such agreements with a governmental authority), the CA AG (defined below) and any collective bargaining agreement, Sellers are not a party to or bound by, nor are any of the Assets subject to, any mortgage, or any material lien, deed of trust, material lease, or material contract or any material order, judgment or decree which, after giving effect to the Sale Order (a) will require the consent of any third party to the execution of this Agreement or (b) will require the consent of any third party to consummate the transactions contemplated by this Agreement.

2.16 Financial Statements. Attached hereto as **Schedule 2.16** are true and complete copies of the audited financial statements of each Seller with respect to the operation of the Hospital for 2016 and 2017, and unaudited financial statements of each Seller for the period from July 1, 2017 through June 30, 2018 and July 1, 2018 through January 31, 2019 (collectively, the "**Financial Statements**"). The Financial Statements are true, complete, and correct in all material respects, and present fairly and accurately the financial condition of the Hospital and the results of their operations at the dates and for the periods indicated. Except as set forth on **Schedule 2.16**, from the Signing Date to the Effective Time:

2.16.1 No Seller has in connection with the Hospital sold, assigned, or otherwise transferred or disposed of any material property, plant, equipment, Asset or any portion of the Hospital, except in the ordinary course of business;

2.16.2 There has not occurred any damage, destruction, or loss, whether or not covered by insurance, of any of the tangible Assets, ordinary wear and tear excepted, in an amount which exceeds Two Hundred Thousand Dollars ($200,000), or which materially and adversely affects the ability of any Seller to continue to conduct the Hospital in all material respects as such businesses were conducted immediately prior to the Signing Date; and

2.16.3 No Seller in connection with the Hospital has cancelled or waived any material rights in respect of any of the Assets, except in the ordinary course of business.

2.17 Leased Personal Property. Except as set forth on **Schedule 2.17**, the material leases of tangible personal property that is used by any Seller in the operation of the Hospital, including equipment, furniture, machinery, vehicles and office furnishings have not been modified, amended, or assigned by the applicable Seller and are legally valid.

2.18 California Attorney General. Sellers have made available to Purchaser copies of all annual reports to the Office of the Attorney General of the State of California, as well as all other material correspondence to and from the Office of the Attorney General of the State of California, in each case, in the past three (3) years pertaining to the Hospital.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF PURCHASER

As an inducement to Sellers to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Purchaser hereby represents, warrants and covenants to Sellers as to the following matters are true and correct as of the Signing Date and as of the Effective Time:

3.1 Authorization. Purchaser has full power and authority to enter into this Agreement and has full power and authority to perform its obligations hereunder and to carry out the transactions contemplated hereby. No additional internal consents are required in order for Purchaser to perform its obligations and agreements hereunder.

3.2 Binding Agreement. This Agreement has been duly and validly executed and delivered by Purchaser and, assuming due and valid execution by Sellers, this Agreement constitutes a valid and binding obligation of Purchaser enforceable in accordance with its terms subject to (a) applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect and (b) limitations on the enforcement of equitable remedies.

3.3 Organization and Good Standing. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, is duly authorized to transact business in the State of California, and has all necessary power and authority to own, operate and lease its properties and to carry on its business as now conducted.

3.4 No Violation. Neither the execution and delivery by Purchaser of this Agreement nor the consummation of the transactions contemplated hereby by Purchaser nor compliance with any of the material provisions hereof by Purchaser will (a) violate, conflict with or result in a breach of any material provision of the Articles of Incorporation, Bylaws or other organizational documents of Purchaser or any contract, lease or other instrument by which Purchaser is bound, (b) require any approval or consent of, or filing with, any governmental agency or authority, (c) violate any law, rule, regulation, or ordinance to which Purchaser is or may be subject, or (d) violate any judgment, order or decree of any court or other governmental agency or authority to which Purchaser is subject.

3.5 Brokers and Finders. Neither Purchaser nor any affiliate thereof nor any officer or director thereof has engaged any finder or broker in connection with the transactions contemplated hereunder.

3.6 Legal Proceedings. Except as described on **Schedule 3.6**, there are no claims, proceedings or investigations pending or, to the best knowledge of Purchaser, threatened relating to or affecting Purchaser or any affiliate of Purchaser before any court or other governmental

authority in which an adverse determination would materially adversely affect the properties, business condition (financial or otherwise) of Purchaser or any affiliate of Purchaser or which would adversely affect Purchaser's ability to consummate the transactions contemplated hereby. Neither Purchaser nor any affiliate of Purchaser is subject to any court order or other government order applicable to Purchaser or any affiliate of Purchaser which materially adversely affects the condition (financial or otherwise), operations or business of Purchaser or any affiliate of Purchaser or which would adversely affect Purchaser's ability to consummate the transactions contemplated hereby.

3.7 Ability to Perform. Purchaser has the ability to obtain funds in cash in amounts equal to the Purchase Price by means of credit facilities or otherwise and will at the Closing have immediately available funds in cash, which are sufficient to pay the Purchase Price and to pay any other amounts payable pursuant to this Agreement and to consummate the transactions contemplated by this Agreement.

3.8 Purchaser's Knowledge. References in this Agreement to "Purchaser's knowledge" or "the knowledge of Purchaser" means the actual knowledge of the Chief Executive Officer or Chief Financial Officer of Purchaser, without independent research. No constructive or imputed knowledge shall be attributed to any such individual by virtue of any position held, relationship to any other Person or for any other reason.

ARTICLE 4

COVENANTS OF SELLERS

4.1 Access and Information; Inspections.

4.1.1 From the Signing Date through the Effective Time, (a) each Seller shall afford to the officers and agents of Purchaser (which shall include accountants, attorneys, bankers and other consultants and authorized agents of Purchaser) reasonable access during normal business hours at Seller's corporate headquarters in El Segundo, California to, and the right to inspect, the books, accounts, records and all other relevant documents and information with respect to the assets, liabilities and business of the Hospital and the plant and property of the Hospital at the Hospital and (b) each Seller shall furnish Purchaser with such additional financial and operating data and other information in such Seller's possession as to businesses and properties of the Hospital as Purchaser or its representatives may from time to time reasonably request; *provided, however*, that such Seller is not obligated to disclose information which is proprietary to such Seller and would not be essential to the ongoing operation of the Hospital by Purchaser; *provided, further*, that all disclosures of information shall be consistent with the confidentiality agreements and any other non-disclosure agreements entered into (or to be entered into) among Purchaser, its representatives and such Seller. Purchaser's right of access and inspection shall be exercised in such a manner as not to interfere unreasonably with the operations of any Seller or the Hospital.

4.1.2 Notwithstanding anything contained herein, no Seller shall be required to provide Purchaser or its representatives or agents access to or disclose information where such access or disclosure would violate the rights of its patients, jeopardize the attorney-client or

similar privilege with respect to such information or contravene any law, judgment, fiduciary duty or contract entered into prior to or on the date of this Agreement with respect to such information.

4.2 Cooperation.

4.2.1 Each Seller shall reasonably cooperate with Purchaser and its authorized representatives and attorneys: (a) in Purchaser's efforts to obtain all consents, approvals, authorizations, clearances and licenses required to carry out the transactions contemplated by this Agreement (including, without limitation, those of governmental and regulatory authorities) or which Purchaser reasonably deems necessary or appropriate, (b) in the preparation of any document or other material which may be required by any governmental agency as a predicate to or result of the transactions contemplated in this Agreement, and (c) in Purchaser's efforts to effectuate the assignment of Assumed Contracts and Assumed Leases to Purchaser as of the Closing Date. Except as may be otherwise requested by a Seller in order to comply with applicable law or regulatory guidance, notwithstanding anything contained herein, other than Bankruptcy Court orders and authorizations and Sellers' obligations under Section 8.8, it shall be Purchaser's sole responsibility (including payment of any fees, expenses, filings costs or other amounts) to obtain the Contract and Lease Consents, as well as all governmental consents, approvals, assignments, authorizations, clearances and licenses required to (x) carry out the transactions contemplated by this Agreement, including but not limited to medical licenses, and/or (y) transfer any of the Assets, including any Licenses. To the extent Purchaser needs certain information and data which is in the possession of a Seller in order for Purchaser to complete Purchaser's license and permit approval applications, Purchaser shall receive, upon request, reasonable assistance from such Seller in connection with the provision of such information.

4.2.2 Notwithstanding any provision to the contrary contained in this Agreement (including Section 8.8), no Seller shall be obligated to obtain the approval or consent to the assignment, to Purchaser, of any Assumed Contracts or Assumed Leases, from any party to any of the Assumed Contracts or Assumed Leases even if any such contract or lease states that it is not assignable without such party's consent.

4.3 Other Bidders. Purchaser expressly acknowledges and agrees that each Seller has an obligation to seek out and determine the best and highest offer reasonably available for such Seller's assets in accordance with the Bankruptcy Code, and nothing herein shall amend, modify, alter, diminish or affect such obligation.

4.4 Sellers' Efforts to Close. Each Seller shall use its reasonable commercial efforts to satisfy all of the conditions precedent set forth in ARTICLE 7 and ARTICLE 8 to its or Purchaser's obligations under this Agreement to the extent that such Seller's action or inaction can control or materially influence the satisfaction of such conditions; *provided, however*, that such Seller shall not be required to pay or commit to pay any amount to (or incur any obligation in favor of) any person (other than filing or application fees).

4.5 Termination Cost Reports. Each Seller shall file all Medicare, Medi-Cal and any other termination cost reports required to be filed as a result of the consummation of (a) the

transfer of the Assets of such Seller to Purchaser and (b) the transactions contemplated by this Agreement with respect to such Seller. Purchaser shall permit each Seller access to all Hospital books and records to prepare such reports and shall assist such Seller in the process of preparing, filing, and reviewing the termination cost reports. All such termination cost reports shall be filed by the applicable Seller in a manner that is consistent with current laws, rules and regulations. Each Seller shall be responsible for filing governmental cost reports for the period of January 1, 2019 through the Closing Date. Purchaser shall be responsible for its own cost report filings relating to the Hospital beginning on the day immediately following the Effective Time.

4.6 Consulting Agreement. In an effort to support the Hospital, its mission and long-term success, if Purchaser is the successful bidder at the auction for the Assets conducted pursuant to the Bankruptcy Case in connection with the Bidding Procedures Order, the parties shall establish a consulting arrangement, whereby Purchaser would provide services to the Hospital for the period prior to the Closing Date, including but not limited to, services to facilitate the Hospital's compliance with the seismic retrofitting requirements under the Alfred E. Alquist Hospital Facilities Seismic Safety Act by the existing compliance deadline of July 1, 2022. Sellers shall not unreasonably delay or deny approval for any plans and actions proposed by Purchaser during the term of such consulting agreement to (a) assist the Hospital in meeting the foregoing seismic compliance deadline of July 1, 2022, (b) stabilize and improve the operations of the Hospital or (c) develop and implement turnaround plans for the long-term viability of the Hospital. Any consulting agreement shall be acceptable to Verity Health's Board of Directors, in its reasonable discretion, and if required, approved by the Bankruptcy Court and/or by the California State Attorney General.

4.7 Contract with Unions. Representatives of Sellers who are parties to collective bargaining agreements and Purchaser shall meet and confer from time to time as reasonably requested by either party to discuss strategic business options and alternative approaches in negotiating each collective bargaining agreement. The applicable Sellers and Purchaser shall each participate in all union negotiations related to any specific collective bargaining agreement. Promptly following the Signing Date, applicable Sellers shall use commercially reasonable efforts to initiate discussions with Purchaser and conduct discussions to renegotiate each collective bargaining agreement currently in effect with each applicable union. The applicable Sellers will not unreasonably withhold, condition or delay approval or implementation of any successfully renegotiated collective bargaining agreement. The parties recognize that an applicable Seller's failure to secure a modification to any collective bargaining agreement, or to conclude a successor collective bargaining agreement shall not be a breach of Sellers' obligation under this Agreement, *provided* that if the unions refuse to negotiate, or otherwise are not timely, reasonable or realistic in renegotiating, the collective bargaining agreements during the period between the Signing Date and the Closing Date, Sellers and Purchaser will jointly consider, and negotiate mutually in good faith, alternative approaches that may be available and/or necessary to reduce Sellers' labor cost structure, including, but not limited to, seeking to reject the collective bargaining agreement(s).

4.8 Conduct of Business. From the Signing Date until the Closing, or the earlier termination of this Agreement, without the prior written consent of Purchaser, Sellers shall, with respect to the ownership of the Assets and the operation of the Hospital, use commercially reasonable efforts to:

(a) carry on Sellers' ownership of the Assets and the operation of the Hospital in a manner materially consistent with past practice, but subject to the Bankruptcy Cases and Sellers' obligations and actions in connection therewith;

(b) maintain in effect the insurance and equipment replacement coverage with respect to the Assets;

(c) if and as permitted by the Bankruptcy Court, pay any bonuses payable under the Key Employee Retention Plan and Key Employee Incentive Plan of Sellers;

(d) maintain the Assets in materially the same condition as at present, ordinary wear and tear excepted;

(e) perform its material obligations under all contracts with respect to the Assets in compliance with the Bankruptcy Code;

(f) following entry of the Sale Order, permit and allow reasonable access by Purchaser and its representatives (which shall include the right to send written materials, all of which shall be subject to Sellers' reasonable approval prior to delivery) to make offers of post-Closing employment to any of Sellers' personnel (including access by Purchasers and their representatives for the purpose of conducting open enrollment sessions for Purchasers' employee benefit plans and programs) and to establish relationships with physicians, medical staff and others having business relations with Sellers;

(g) with respect to material deficiencies, if any, cited by any governmental authority (other than the Attorney General of the State of California and other than with respect to Seismic requirements) or accreditation body in the most recent surveys conducted by each, cure or develop and timely implement a plan of correction that is acceptable to such governmental authority or such accreditation body;

(h) timely file or cause to be filed all material reports, notices and tax returns required to be filed and pay all required taxes as they come due;

(i) comply in all material respects with all material Legal Requirements (including Environmental Laws) applicable to the conduct and operation of the Hospital; and

(j) maintain all material approvals, permits and environmental permits relating to the Hospital and the Assets.

4.9 Phase I Site Assessments. As soon as available, Sellers shall deliver to Purchaser Phase I environmental site assessments of the Owned Real Property and the Leased Real Property. The costs of the Phase I environmental site assessments shall be borne by Sellers.

4.10 Accounts Receivable Collection. With respect to the collection of accounts receivable, including but not limited to accounts assigned or transferred to third parties for collection, there shall be no write-off or other release of amounts due, except for (i) classifying such accounts receivable as bad debt reserves in the ordinary course of business, (ii) as required by existing contracts, (iii) with respect to patients, ordinary course recoupment and refunding of

overpayments, (iv) implementation of Sellers' existing patient assistance and forgiveness policies, and (v) actions in the Bankruptcy Court in respect of the accounts receivable listed in **Schedule 4.10** hereto.

4.11 Sale Free and Clear. Sellers acknowledge and agree that on the Closing Date, to the fullest extent permitted under applicable law, the Assets shall be transferred to Purchaser free and clear of all claims, liens and liabilities, in accordance with Section 363(f) of the Bankruptcy Code.

ARTICLE 5

COVENANTS OF PURCHASER

5.1 Purchaser's Efforts to Close. Purchaser shall use its reasonable commercial efforts to satisfy all of the conditions precedent set forth in ARTICLE 7 and ARTICLE 8 to its or Sellers' obligations under this Agreement to the extent that Purchaser's action or inaction can control or materially influence the satisfaction of such conditions.

5.2 Required Governmental Approvals. Purchaser, at its sole cost and expense (a) shall use its reasonable commercial efforts to secure, as promptly as practicable before the Closing Date, all material consents, approvals (or exemptions therefrom), authorizations, clearances and licenses required to be obtained from governmental and regulatory authorities in order to carry out the transactions contemplated by this Agreement and to cause all of its covenants and agreements to be performed, satisfied and fulfilled, and (b) will provide such other information and communications to governmental and regulatory authorities as any Seller or such authorities may reasonably request. Except for any filings required by Law or under this Agreement to be submitted to governmental authorities by Seller in order to carry out the transactions contemplated by this Agreement, Purchaser is responsible for all other filings with and requests to governmental authorities necessary to enable Purchaser to operate the Hospital at and after the Effective Time. Purchaser shall, promptly, but no later than thirty (30) business days after the entry of the Sale Order or sooner if required by applicable governmental or regulatory authorities, file all such applications, licensing packages and other similar documents with all applicable governmental and regulatory authorities which are a prerequisite to obtaining the material licenses, permits, authorizations and provider numbers described in Section 8.1. Purchaser shall be entitled, but not obligated, to obtain the Contract and Lease Consents. Purchaser shall be entitled, but not obligated, to solicit and obtain estoppel certificates from any third party to any Leased Real Property. Purchaser's failure to obtaining any or all of the Contract and Lease Consents or estoppel certificates as of the Closing Date shall not be a condition precedent to either party's obligation to close the transactions contemplated by this Agreement.

5.3 Certain Employee Matters.

(a) Subject to Purchaser's standard hiring, pay and benefit practices, policies and procedures, Purchaser agrees to offer employment, effective as of the Effective Time, to substantially all persons (whether such persons are full time employees, part-time employees, on short-term or long-term disability or on leave of absence, military leave or workers compensation

leave) (the "**Hospital Employees**") who, immediately prior to the Effective Time are: (i) employees of St.. Francis Medical Center; (ii) employees of any affiliate of any Seller which employs individuals at the Hospital and are listed on **Schedule 5.3**; or (iii) employed by an affiliate of any Seller and are listed on **Schedule 5.3**. For the avoidance of doubt, the Hospital Employees shall not include any employees of any affiliate of Sellers unless such individual is listed on **Schedule 5.3**. Any of the Hospital Employees who accept an offer of employment with Purchaser as of or after the Effective Time shall be referred to in this Agreement as the "**Hired Employees.**" All employees who are Hired Employees shall cease to be employees of the applicable Seller or its affiliates as of the Effective Time.

(b) Hospital Employees that become Hired Employees in accordance with Section 5.3(a) shall cease to be employees of such Seller, and shall be removed from such Seller's payroll. Such Seller shall timely make or cause to be made by such Seller's affiliates appropriate distributions to, or for the benefit of, all of such Hired Employees in respect of the Seller Plans which are in force and effect with respect to such Hired Employees in accordance with ERISA, the Code, and the terms and conditions of the Seller Plans; *provided, however*, no such distribution shall be required to the extent it is among the Assumed Obligations.

(c) Purchaser shall give all Hired Employees full credit for paid time off pay to such employees as of the Closing Date, up to a maximum of 300 hours per Hired Employee, either by (i) crediting such employees the time off reflected in the employment records of the applicable Seller and/or any of its affiliates immediately prior to the Effective Time or (ii) by making full payments to such employees of the amounts which such employees would have received had they taken such paid time off.

(d) Seller shall be responsible to provide continuation coverage pursuant to the requirements of Code Section 4980B and Part 6 of Title I of ERISA ("COBRA Coverage") with respect to the Hospital Employees (and their dependents) whose qualifying event occurred prior to the date on which the Hospital Employees become Hired Employees. Purchaser shall be responsible to provide COBRA Coverage with respect to each of the Hospital Employees (and their dependents) whose qualifying event occurs on or after the date on which the Hospital Employees become Hired Employees

(e) After the Closing Date, Purchaser's human resources department will give reasonable assistance to each Seller and its affiliates with respect to such Seller's and such Seller's affiliates' post-Closing administration of such Seller's and such Seller's affiliates' pre-Closing employee benefit plans for the Hospital Employees. Within five (5) days after the Closing Date, Purchaser shall provide to each Seller a list of all the Hospital Employees who were offered employment by Purchaser but refused such employment along with a list of all Hired Employees.

(f) With respect to any collective bargaining agreements or labor contract with respect to any employees, Purchaser shall comply with the applicable laws and bankruptcy court orders relating to collective bargaining agreements or labor contracts and the provisions of Section 4.7, hereof.

(g) The provisions of this Section 5.3 are solely for the benefit of the parties to this Agreement, and no employee or former employee or any other individual associated therewith or any employee benefit plan or trustee thereof shall be regarded for any purpose as a third party beneficiary of this Agreement, and nothing herein shall be construed as an amendment to any employee benefit plan for any purpose.

5.4 Excluded Assets. As soon as practicable after the Closing Date, Purchaser shall deliver to each Seller or such Seller's designee any Excluded Assets of such Seller found at the Hospital on and after the Effective Time, without imposing any charge on any Seller for Purchaser's storage or holding of same on and after the Effective Time.

5.5 Waiver of Bulk Sales Law Compliance. Purchaser hereby waives compliance by Sellers with the requirements, if any, of ARTICLE 6 of the Uniform Commercial Code as in force in any state in which the Assets are located and all other laws applicable to bulk sales and transfers.

5.6 Attorney General. Promptly after entry of the Sale Order, each Seller and Purchaser shall cooperate in obtaining, any required review and consent by the California Attorney General (the "**CA AG**") to the sale of the Assets to Purchaser in accordance with this Agreement and the Sale Order pursuant to Title 11, Chapter 15, Section 999.5 of the California Code of Regulations, including without limitation, jointly preparing and submitting to the CA AG a notice of the transactions contemplated by this Agreement within ten (10) calendar days after entry of the Sale Order and jointly participating in any required or requested Attorney General or public meetings. The cost and expense for any notices and other filings with the CA AG shall (a) be borne equally by Purchaser and Sellers for the first Five Hundred Thousand Dollars ($500,000) of such cost and expense, and (b) thereafter, such cost and expense in excess of Five Hundred Thousand Dollars ($500,000) shall be borne solely by Purchaser.

5.7 Conduct Pending Closing. Prior to consummation of the transactions contemplated hereby or the termination or expiration of this Agreement pursuant to its terms, unless Sellers shall otherwise consent in writing, Purchaser shall not take any action or fail or omit to take any action which would cause any of Purchaser's representations and warranties set forth in ARTICLE 3 to be inaccurate or untrue as of the Closing in any material manner.

5.8 Cure Costs. Purchaser, upon assumption, shall pay the Cure Costs for each Assumed Contract and Assumed Lease so that each such Assumed Contract and Assumed Lease may be assumed by the applicable Seller and assigned to Purchaser in accordance with the provisions of section 365 of the Bankruptcy Code. For purposes of this Agreement, "**Cure Costs**" means all amounts that must be paid and all obligations that otherwise must be satisfied, including pursuant to Sections 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the assumption and/or assignment of the Assumed Contracts and Assumed Leases to Purchaser as provided herein.

5.9 Contract with Unions. Representatives of Sellers who are parties to collective bargaining agreements and Purchaser shall meet and confer from time to time as reasonably requested by either party to discuss strategic business options and alternative approaches in negotiating each collective bargaining agreement. The applicable Sellers and Purchaser shall

each participate in all union negotiations related to any specific collective bargaining agreement. Promptly following the Signing Date, applicable Sellers shall use commercially reasonable efforts to initiate discussions with Purchaser and conduct discussions to renegotiate each collective bargaining agreement currently in effect with each applicable union. The applicable Sellers will not unreasonably withhold, condition or delay approval or implementation of any successfully renegotiated collective bargaining agreement. The parties recognize that an applicable Seller's failure to secure a modification to any collective bargaining agreement, or to conclude a successor collective bargaining agreement shall not be a breach of Sellers' obligation under this Agreement, *provided* that if the unions refuse to negotiate, or otherwise are not timely, reasonable or realistic in renegotiating, the collective bargaining agreements during the period between the Signing Date and the Closing Date, Sellers and Purchaser will jointly consider, and negotiate mutually in good faith, alternative approaches that may be available and/or necessary to reduce Sellers' labor cost structure, including, but not limited to, seeking to reject the collective bargaining agreement(s).

5.10 Operating Covenant. Purchaser shall act in good faith and use Purchaser's commercially reasonable efforts to serve the medical needs of the Hospital's service area.

5.11 HSR Filing. Purchaser and each Seller will as promptly as practicable, and in any event no later than five (5) business days after the date of the Sale Order, file with the Federal Trade Commission and the Department of Justice the notification and report forms required for the transactions contemplated hereby and any supplemental information that may be reasonably requested in connection therewith pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "**HSR Act**"), which notification and report forms and supplemental information will comply in all material respects with the requirements of the HSR Act. Purchaser shall pay all filing fees required with respect to the notification, report and other requirements of the HSR Act. Each of Purchaser and Sellers shall furnish to the other such information and assistance as the other shall reasonably requires in connection with the preparation and submission to, or agency proceedings by, any governmental authority under the HSR Act, and each of Purchaser and Sellers shall keep the other promptly apprised of any communications with, and inquires or requests for information from, such governmental authorities.

ARTICLE 6

SELLERS' BANKRUPTCY AND BANKRUPTCY COURT APPROVAL

6.1 Bankruptcy Court Approval.

(a) Sellers and Purchaser acknowledge that this Agreement and the sale of the Assets and the assumption and assignment of the Assumed Contracts and Assumed Leases are subject to Bankruptcy Court approval.

(b) Each Seller shall at the Sale Hearing exercise reasonable efforts to obtain a "Sale Order" approving this Agreement. For purposes of this Agreement, the term "**Sale Order**" shall mean an order of the Bankruptcy Court authorizing the sale of the Assets (including the assumption and assignment of the Assumed Contracts and Assumed Leases) to Purchaser free

and clear of all liens, claims and encumbrances other than the Permitted Exceptions and the Assumed Contracts and Assumed Leases pursuant to Bankruptcy Code Section 363(f), all consistent with this Agreement and in a form reasonably satisfactory to Purchaser.

(c) Each Seller agrees to proceed in good faith to obtain Bankruptcy Court approval of the sale contemplated herein with a determination that Purchaser is a good faith purchaser pursuant to Bankruptcy Code Section 363(m) and to file such declarations and other evidence as may be required to support a finding of good faith.

(d) Each Seller shall seek an order from the Bankruptcy Court retaining jurisdiction over all matters relating to claims against such Seller as debtor solely in the Bankruptcy Court.

6.2 Appeal of Sale Order. In the event an appeal is taken or a stay pending appeal is requested from the Sale Order, Sellers shall immediately notify Purchaser of such appeal or stay request and shall provide to Purchaser promptly a copy of the related notice of appeal or order of stay. Sellers shall also provide Purchaser with written notice of any motion or application filed in connection with any appeal from either of such orders. In the event of an appeal of the Sale Order, Sellers shall be primarily responsible for drafting pleadings and attending hearings as necessary to defend against the appeal.

ARTICLE 7

CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS

Sellers' obligation to sell the Assets and to close the transactions as contemplated by this Agreement shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date unless specifically waived in writing by Sellers in whole or in part at or prior to the Closing:

7.1 Signing and Delivery of Instruments. Purchaser shall have executed and delivered all documents, instruments and certificates required to be executed and delivered pursuant to the provisions of this Agreement.

7.2 No Restraints. No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the transactions contemplated in this Agreement shall have been issued by any court of competent jurisdiction or any other governmental body and shall remain in effect on the Closing Date, and further, no governmental entity shall have commenced any action or suit before any court of competent jurisdiction or other governmental authority that seeks to restrain or prohibit the consummation of the transactions contemplated hereby.

7.3 Performance of Covenants. Purchaser shall have in all material respects performed or complied with each and all of the obligations, covenants, agreements and conditions required to be performed or complied with by it on or prior to the Closing Date.

7.4 Governmental Authorizations. Purchaser shall have obtained all material licenses, permits and authorizations from governmental agencies or governmental bodies that are

necessary or required for completion of the transactions contemplated by this Agreement, including reasonable assurances that any material licenses, permits and authorizations not actually issued as of the Closing will be issued following Closing (which may include oral assurances from appropriate governmental agencies or bodies).

7.5 Attorney General Provisions. Purchaser recognizes that transactions contemplated by this Agreement may be subject to review and approval of the CA AG. Purchaser agrees to close the transactions contemplated by this Agreement, so long as any conditions imposed by the CA AG are as set forth on **Schedule 8.6** or the Bankruptcy Court compels the CA AG to approve the transaction with the conditions set forth on **Schedule 8.6**. In the event the CA AG imposes conditions on the transactions contemplated by this Agreement which are not as set forth on **Schedule 8.6** (the "**Additional Conditions**"), Sellers shall have the opportunity to file a motion with the Bankruptcy Court seeking the entry of an order finding that the conditions are an "interest in property" for purposes of 11 U.S.C. § 363(f), and, thus, the Assets can be sold free and clear of the Additional Conditions. Upon the entry of such an order from the Bankruptcy Court, and so long as such order remains in full force and effect, Purchaser shall be required to consummate the transactions contemplated by this Agreement. If Sellers do not obtain such an order, or such order does not relieve the Additional Conditions to the satisfaction of Purchaser or such order does not remain in full force and effect, Purchaser shall not be required to consummate the transactions contemplated by this Agreement.

7.6 Bankruptcy Court Approval. The Bankruptcy Court shall have entered the Sale Order.

7.7 HSR Act. The applicable waiting periods required under the HSR Act shall have expired or been earlier terminated.

ARTICLE 8

CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER

Purchaser's obligation to purchase the Assets and to close the transactions contemplated by this Agreement shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date unless specifically waived in writing by Purchaser in whole or in part at or prior to the Closing. In the event that any of these conditions are not satisfied on or prior to the Closing Date, Purchaser may at Purchaser's option to be exercised by written notice cancel this Agreement and all Deposits shall be promptly returned to Purchaser.

8.1 Governmental Authorizations. Except as otherwise set forth in Section 8.6 or 8.8 of this Agreement, Purchaser shall have obtained licenses, permits and authorizations from governmental agencies or governmental bodies that are required for operation of the Hospital, except in such case where failure to obtain such license, permit or authorizations from a governmental agency or governmental body does not have a Material Adverse Effect.

8.2 Bankruptcy Court Approval. The Bankruptcy Court shall have entered the Sale Order and made a finding that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code for all of the Hospital.

8.3 Signing and Delivery of Instruments. Sellers shall have executed and delivered all documents, instruments and certificates required to be executed and delivered pursuant to all of the provisions of this Agreement.

8.4 Performance of Covenants. Each Seller shall have in all material respects performed or complied with each and all of the obligations, covenants, agreements and conditions required to be performed or complied with by such Seller on or prior to the Closing Date; *provided, however*, this condition will be deemed to be satisfied unless (a) Sellers were given written notice of such failure to perform or comply and did not or could not cure such failure to perform or comply within sixty (60) days after receipt of such notice and (b) the respects in which such obligations, covenants, agreements and conditions have not been performed have had or would have a Material Adverse Effect.

8.5 No Restraints. No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the transactions contemplated in this Agreement shall have been issued by any court of competent jurisdiction and shall remain in effect on the Closing Date, and further, no governmental entity shall have commenced any action or suit before any court of competent jurisdiction or other governmental authority that seeks to restrain or prohibit the consummation of the transactions contemplated hereby.

8.6 Attorney General Provisions. Purchaser recognizes that transactions contemplated by this Agreement may be subject to review and approval of the CA AG. Purchaser agrees to close the transactions contemplated by this Agreement, so long as any conditions imposed by the CA AG are as set forth on **Schedule 8.6** or the Bankruptcy Court compels the CA AG to approve the transaction with the conditions set forth on **Schedule 8.6**. In the event the CA AG imposes conditions on the transactions contemplated by this Agreement which are not as set forth on **Schedule 8.6** (the "**Additional Conditions**"), Sellers shall have the opportunity to file a motion with the Bankruptcy Court seeking the entry of an order finding that the conditions are an "interest in property" for purposes of 11 U.S.C. § 363(f), and, thus, the Assets can be sold free and clear of the Additional Conditions. Upon the entry of such an order from the Bankruptcy Court, and so long as such order remains in full force and effect, Purchaser shall be required to consummate the transactions contemplated by this Agreement. If Sellers do not obtain such an order, or such order does not relieve the Additional Conditions to the satisfaction of Purchaser or such order does not remain in full force and effect, Purchaser shall not be required to consummate the transactions contemplated by this Agreement.

8.7 Collective Bargaining Agreements and Labor Contracts. Purchaser agrees to close the transactions contemplated by this Agreement, so long as (i) the respective collective bargaining agreement or union labor contract for the Hospital with the California Nurses Association, Service Employees International Union – United Healthcare Workers West, the National Union of Healthcare Workers and/or the United Nurses Associations of California is substantially consistent with the Purchaser's existing collective bargaining agreements with each such respective union, or (ii) the Bankruptcy Court takes action to reject any such collective bargaining agreement that is not substantially consistent. In the event any collective bargaining agreement of a Seller is not substantially consistent with the Purchaser's existing collective bargaining agreement with the respective union, and the Bankruptcy Court does not reject such

collective bargaining agreement, then Purchaser shall not be required to consummate the transactions contemplated by this Agreement.

8.8 Medicare and Medi-Cal Provider Agreements. Following consultation with Purchaser, Sellers shall have obtained agreements with the Medicare and Medi-Cal agencies with respect to the transfer of St. Francis Medical Center's provider agreements with such agencies that (a) all pre-closing liabilities and obligations under any of St. Francis Medical Center's Medicare Provider Agreements are fully satisfied, discharged, and released with regard to any claims under the Medicare Provider Agreement, whether known or unknown, that the Centers for Medicare & Medicaid Services has against St. Francis Medical Center or Purchaser for pre-closing liabilities and obligations arising under the Medicare Provider Agreement before the Effective Time and (b) such provider agreements will be transferred to Purchaser as of the Effective Time free and clear of such pre-closing liabilities and obligations; provided, however, that Purchaser acknowledges and agrees that it may be treated by the Medicare and Medi-Cal agencies as the successor to the quality history associated with the relevant Medicare Provider Agreement assigned and, for purposes of survey and certification issues associated with such quality history, Purchaser may be treated as if it is St. Francis Medical Center and no change of ownership occurred.

8.9 HSR Act. The applicable waiting periods required under the HSR Act shall have expired or been earlier terminated.

8.10 Title Matters. The Owned Real Property shall not have become encumbered or subject to any matter that is not a Permitted Exception or otherwise agreed to by Purchaser, and to the extent Purchaser and Sellers have agreed with Purchaser's title company within sixty (60) days prior to the Effective Time as to the form (including all title exceptions and delivery requirements) of the title policies relating to the Owned Real Property (each, a "**Title Policy**"), Purchaser shall have received reasonable assurance from its title company of its unconditional commitment to issue, subject only to payment of applicable premiums, the Title Policies as of the Effective Time in accordance with the provisions of this Section 8.10. Each Title Policy shall (a) name Purchaser as the insured, and (b) commit to insure good and marketable fee simple title to such Owned Real Property in Purchaser's name, subject only to the Permitted Exceptions.

8.11 Material Financial Change. If Purchaser determines that there is an aggregate deterioration in the financial condition of the Hospital by more than either ten percent (10%) of EBITDA or by more than ten percent (10%) of net revenues during the period between the filing of Seller's Bankruptcy Cases and the entry of the Sale Order, then Purchaser shall have a period of thirty (30) days from such determination, in Purchaser's sole and absolute discretion, to decide whether to proceed to consummate the transactions contemplated by this Agreement (the "**Financial Evaluation Period**"). If Purchaser determines not to proceed, Purchaser shall have the right to terminate this Agreement in accordance with this ARTICLE 8 and Sections 9.2(e) and 9.3. If such a financial deterioration of more than ten percent (10%) occurs and Purchaser does not exercise its right to terminate this Agreement in accordance with this Section 8.11 during the Financial Evaluation Period, then the condition set forth in this Section 8.11 will be deemed to be automatically waived by Purchaser without any further action by Purchaser or Sellers.

8.12 Representations and Warranties. The Sale Order Date Representations shall be true and correct in all material respects at and as of the Closing Date, except where the failure of such representations and warranties to be true and correct would not have a Material Adverse Effect.

ARTICLE 9

TERMINATION

9.1 Destruction of Assets. For purposes of this Agreement, damage or destruction to the tangible Assets shall be deemed a "**Material Casualty**" if, as reasonably determined by the parties, the estimated uninsured cost to repair such damage or destruction in the aggregate (the "**Aggregate Damage**") exceeds Twenty Million Dollars ($20,000,000).

(a) If, prior to or as of the Closing Date, any portion of the tangible Assets have suffered loss or damage on account of fire, flood, wind, hurricane, earthquake, accident, act of war, terrorist act, or other cause or event (whether or not similar to the foregoing), and such casualty is a Material Casualty, Purchaser shall have the right to terminate this Agreement by giving at least five (5) days' prior written notice to Sellers.

(b) If such damage or destruction is not a Material Casualty, the parties' duties and obligations under this Agreement shall not be affected and the Closing shall proceed as scheduled in accordance with the terms of this Agreement; *provided, however*, Sellers shall assign, transfer, and set over to Purchaser all of Sellers' respective right, title, and interest in and to any third party insurance policy proceeds on account of such damage or destruction not remedied or repaired by Sellers prior to the Closing.

(c) If such damage or destruction constitutes a Material Casualty, and Purchaser does not terminate this Agreement as provided in Section 9.2, despite such Material Casualty, then at the Closing, Sellers shall assign, transfer, and set over to Purchaser all of Sellers' respective right, title, and interest in and to any third party insurance policy proceeds on account of such damage or destruction, it being the intention of the parties that Purchaser shall bear the risk of loss for any damage exceeding any such third party insurance policy proceeds (and in no event shall Purchaser be entitled to recover any amounts in respect of a Material Casualty directly from Sellers).

(d) If Sellers and Purchaser are unable to agree as to the amount of Aggregate Damage and/or whether a Material Casualty has occurred in connection with this Section 9.1, the amount of the Aggregate Damage and/or determination of whether a Material Casualty has occurred shall be determined by the loss consultant mutually designated by the parties and set forth on **Schedule 9.1(d)** (the "**Loss Consultant**"). The Loss Consultant, acting as an expert and not as an arbitrator, shall determine the definitive amount of the Aggregate Damage (which Aggregate Damage shall be an amount within the range of the respective positions of Sellers and Purchaser), or shall otherwise determine whether a Material Casualty has occurred, which determination shall occur no later than ten (10) days following the date the Loss Consultant has received the submission from each of Sellers and Purchaser. Subject to Bankruptcy Court approval, the decision of the Loss Consultant shall be conclusive and binding as between Sellers

and Purchaser, and the costs of such review shall be borne by the party whose submission is furthest from the determination of the Loss Consultant.

9.2 Termination. This Agreement may be terminated at any time prior to Closing:

(a) by the mutual written consent of the parties;

(b) by Sellers if a material breach of this Agreement has been committed by Purchaser and such breach has not been (i) waived in writing by Sellers, or (ii) cured by Purchaser to the reasonable satisfaction of Sellers within fifteen (15) business days after service by Sellers upon Purchaser of a written notice which describes the nature of such breach; *provided, however*, Sellers shall not be permitted to terminate this Agreement pursuant to this Section 9.2(b) if any Seller is in material breach of this Agreement;

(c) by Purchaser if, in its sole and absolute discretion, it is not satisfied with the contents of any schedule or exhibit that was not completed and attached to this Agreement as of the Signing Date, but which has been provided to Purchaser no later than ten (10) calendar days after the Signing Date, and Purchaser has notified Seller of its election to terminate the Agreement under this Section 9.2(c) on or prior to the expiration of the Final Diligence Period, which notice may be given by facsimile or email correspondence, *provided* that for the avoidance of doubt, following expiration of the Final Diligence Period, notwithstanding anything else in this Section 9.2(c), Purchaser shall not be entitled to terminate this Agreement (or not Close) as a result of the breach of any representation or warranty made by Sellers (or any of them) other than the breach of a Sales Order Date Representation, but in each case solely to the extent such breach of a Sales Order Date Representation would result in a Material Adverse Effect; *provided, further*, that any dispute between Purchaser and Sellers as to whether a Material Adverse Effect has occurred for any purpose under this Agreement shall be exclusively settled by a determination made by the Bankruptcy Court;

(d) by Purchaser if a material breach of this Agreement has been committed by Sellers and such breach has not been (i) waived in writing by Purchaser, or (ii) cured by Sellers to the reasonable satisfaction of Purchaser within fifteen (15) business days after service by Purchaser upon Sellers of a written notice which describes the nature of such breach; *provided, however*, Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 9.2(d) if Purchaser is also in material breach of this Agreement;

(e) by Purchaser if satisfaction of any condition in ARTICLE 8 is or becomes impossible and Purchaser has not waived such condition in writing (*provided* that the failure to satisfy the applicable condition or conditions has occurred by reason other than (i) through the failure of Purchaser to comply with its obligations under this Agreement, or (ii) Sellers' failure to provide their closing deliveries on the Closing Date as a result of Purchaser not being ready, willing and able to close the transaction on the Closing Date);

(f) by Sellers if satisfaction of any such condition in ARTICLE 7 is or becomes impossible and Sellers have not waived such condition in writing (*provided* that the failure to satisfy the applicable condition or conditions has occurred by reason other than (i) through the failure of Sellers to comply with their obligations under this Agreement, or

(ii) Purchaser's failure to provide its closing deliveries on the Closing Date as a result of Sellers not being ready, willing and able to close the transaction on the Closing Date);

(g) by either Purchaser or Sellers if the Bankruptcy Court enters an order dismissing the Bankruptcy Case or fails to approve the sale of the Assets to Purchaser;

(h) by either Purchaser or Sellers if the Closing has not occurred (other than through the failure of any party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before December 31, 2019 (the "**Termination Date**").

9.3 Termination Consequences. If this Agreement is terminated pursuant to Section 9.2: (a) all further obligations of the parties under this Agreement shall terminate, *provided* that the provisions of ARTICLE 12, shall survive, (b) each party shall pay the costs and expenses incurred by it in connection with this Agreement; provided, in the case of any termination based on Section 9.2(d) (material breach by Sellers), the Sellers shall pay Purchaser's reasonable fees and expenses associated with the transactions contemplated by this Agreement not to exceed Two Million Three Hundred Fifty Thousand Dollars ($2,350,000); and (c) except in the case of any termination based on Section 9.2(b), the Deposit will be refunded to Purchaser. Each Party acknowledges that the agreements contained in this Section 9.3 are an integral part of the transactions contemplated by this Agreement, that without these agreements such Party would not have entered into this Agreement.

ARTICLE 10

POST-CLOSING MATTERS

10.1 Excluded Assets.

Any Excluded Asset (or proceeds thereof) (a) pursuant to the terms of this Agreement, (b) as otherwise determined by the parties' mutual written agreement, or (c) absent such agreement, as determined by adjudication by the Bankruptcy Court, which comes into the possession, custody or control of Purchaser (or its respective successors-in-interest, assigns or affiliates) shall, within sixty (60) calendar days following receipt, be transferred, assigned or conveyed by Purchaser (and its respective successors-in-interest, assigns and affiliates) to the applicable Seller. Purchaser (and its respective successors-in-interest, assigns and affiliates) shall have neither the right to offset amounts payable to either Seller under this Section 10.1 against, nor the right to contest its obligation to transfer, assign and convey to either Seller because of, outstanding claims, liabilities or obligations asserted by Purchaser against Sellers.

10.2 Preservation and Access to Records After the Closing.

(a) From the Closing Date until seven (7) years after the Closing Date or such longer period as required by law (the "**Document Retention Period**"), Purchaser shall keep and preserve all medical records (including, without limitation, electronic medical records), patient records, medical staff records and other books and records which are among the Assets as of the Effective Time, but excluding any records which are among the Excluded Assets. Purchaser will afford to the representatives of Sellers, any of their affiliates, the Official Committee of the Unsecured Creditors of the Sellers, Sellers' estate representative or any liquidating trustee of the

Sellers' bankruptcy estate ("**Seller Parties**"), including their counsel and accountants, reasonable access to, and copies (including, without limitation, color laser copies) of, such records with respect to time periods prior to the Effective Time (including, without limitation, access to records of patients treated at the Hospital prior to the Effective Time) during normal business hours after the Effective Time, to the extent reasonably needed by any Seller Party for any lawful purpose. After the expiration of the Document Retention Period, if Purchaser intends to destroy or otherwise dispose of any of the documents described in this Section 10.2(a), Purchaser shall provide written notice to Sellers of Purchaser's intention no later than forty-five (45) calendar days prior to the date of such intended destruction or disposal. Any of the Seller Parties shall have the right, at its sole cost, to take possession of such documents during such forty-five (45) calendar day period. If any of the Seller Parties does not take possession of such documents during such forty-five (45) calendar day period, Purchaser shall be free to destroy or otherwise dispose of such documentation upon the expiration of such forty-five (45) calendar day period.

(b) Provided that Purchaser shall not incur any out of pocket costs, Purchaser shall give reasonable cooperation to the Seller Parties and their insurance carriers in connection with the administration of Sellers' estate, including, without limitation, in connection with all claims, actions, causes of action or audits relating to the Excluded Assets, Excluded Liabilities or pre-Closing operation of the Sellers or the Hospital that any Seller Party may elect to pursue, dispute or defend, in respect of events occurring prior to the Effective Time with respect to the operation of the Hospital. Such cooperation shall include, without limitation, making the applicable Hired Employees available for interviews, depositions, hearings and trials and other assistance in connection with the administration of Sellers' estate and available to assist in the securing and giving of evidence and in obtaining the presence and cooperation of witnesses, *provided* that Purchaser shall not be required to incur any out of pocket costs in association herewith. If Purchaser or any such Hired Employee incurs any reasonable costs and expenses in connection with the cooperation efforts herewith, then Sellers shall reimburse Purchaser and any such Hired Employee for such incurred costs and expenses. In addition, Sellers and their affiliates shall be entitled to copy (at their own expense) any Hospital records, but only for purposes of pending litigation involving the persons to whom such records refer, as certified in writing prior to copying such records by counsel retained by Sellers or any of their affiliates in connection with such litigation.

(c) In connection with (i) the transition of the Hospital pursuant to the transaction contemplated by this Agreement, (ii) Sellers' rights to the Excluded Assets, (iii) any claim, audit, or proceeding, including, without limitation, any tax claim, audit, or proceeding, and (iv) the Sellers' obligations under the Excluded Liabilities, Purchaser shall after the Effective Time give Sellers access during normal business hours to Purchaser's books, personnel, accounts and records and all other relevant documents and information with respect to the assets, liabilities and business of the Hospital as representatives of Sellers and their affiliates may from time to time reasonably request, so long as there is not unreasonable interference with the operations of the Hospital.

(d) Purchaser and its representatives shall be given access by Sellers during normal business hours to the extent reasonably needed by Purchaser for business purposes to all documents, records, correspondence, work papers and other documents retained by Sellers pertaining to any of the Assets prior to the Effective Time (excluding confidential employee

information, privileged materials and patient records), all in such manner as to not interfere unreasonably with Sellers. Such documents and other materials shall be, at Sellers' option, either (i) copied by Sellers for Purchaser at Purchaser's expense, or (ii) removed by Purchaser from the premises, copied by Purchaser and promptly returned to Sellers.

(e) Purchaser shall cooperate with Sellers, as reasonably requested by Sellers, in connection with the provision of all data of the Hospital and other information required by Sellers for reporting to Healthcare Facilities Accreditation Program for the remainder of the quarterly period in which the Closing has occurred.

(f) To the maximum extent permitted by law, if any Person requests or demands, by subpoena or otherwise, any documents relating to the Excluded Liabilities or Excluded Assets, including without limitation, documents relating to the operations of any of the Hospital or any of the Hospital's committees prior to the Effective Time, prior to any disclosure of such documents, Purchaser shall notify Sellers and shall provide Sellers with the opportunity to object to, and otherwise coordinate with respect to, such request or demand.

(g) Provision of Benefits of Certain Contracts. Notwithstanding anything contained herein to the contrary, this Agreement shall not constitute an agreement to assign any Assumed Contract or Assumed Lease, if, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, an attempted assignment thereof, without the consent of the third party thereto, would constitute a breach thereof or in any way negatively affect the rights of Sellers or Purchaser, as the assignee of such Assumed Contract or Assumed Lease, as the case may be, thereunder. If, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, such consent or approval is required but not obtained, Sellers will cooperate with Purchaser in any reasonable arrangement designed to provide Purchaser with the benefits of or under any such Assumed Contract or Assumed Lease. Further, notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Account Receivable the assignment of which is either prohibited by law or by the terms of any contract with a payor without the consent of such payor. Any payments received by Sellers after the Closing Date from patients, payors, clients, customers, or others who are the obligors on Accounts Receivables transferred to Purchaser as a part of the Assets on the Closing Date shall be paid over to Purchaser within ten (10) business days after receipt by Seller.

10.3 Closing of Financials. Provided that Purchaser shall not incur any out of pocket costs, Purchaser shall use good faith efforts to cause the individual acting as the chief financial officer of the Hospital or Verity Health after the Effective Time (the "**Post-Effective Time CFO**") to cooperate with Sellers' representatives in order to complete the standardized closing of Sellers' financial records through the Closing Date including, without limitation, the closing of general ledger account reconciliations (collectively, the "**Closing of Financials**"). Purchaser shall use good faith efforts to cause the Post-Effective Time CFO to cooperate with Sellers' representatives in order to complete the Closing of Financials by no later than the date which is one hundred twenty (120) calendar days after the Closing Date. The Post-Effective Time CFO and other appropriate personnel shall be reasonably available to Sellers for a period of no less than one hundred eighty (180) calendar days after the Closing Date to assist Sellers in the completion of Sellers' post-Closing audit, such assistance not to interfere unreasonably with such Post-Effective Time CFO's other duties.

10.4 Medical Staff. To ensure continuity of care in the community, Purchaser agrees that the Hospital's medical staff members in good standing as of the Effective Time shall maintain medical staff privileges at the Hospital as of the Effective Time. On and after the Effective Time, the medical staff will be subject to the Hospital's Medical Staff Bylaws then currently in effect, *provided* that such Bylaws are in compliance with all applicable laws and regulations and contain customary obligations.

ARTICLE 11

DEFAULT, TAXES AND COST REPORTS

11.1 Purchaser Default. If Purchaser commits any material default under this Agreement, Sellers shall be entitled to retain the Deposit, and Sellers may, in addition thereto, pursue any rights or remedies that Sellers may have under this Agreement or applicable law, including the right to sue for damages or specific performance.

11.2 Seller Default. If Sellers commit any material default under this Agreement, Purchaser shall have the right to demand and receive within ten (10) days a refund of the Deposit, or Purchaser may, in addition thereto, pursue any rights or remedies that Purchaser may have under applicable law, including the right to sue for damages or specific performance.

11.3 Tax Matters; Allocation of Purchase Price.

(a) After the Closing Date, the parties shall cooperate fully with each other and shall make available to each other, as reasonably requested, all information, records or documents relating to tax liabilities or potential tax liabilities attributable to Sellers with respect to the operation of the Hospital for all periods prior to the Effective Time and shall preserve all such information, records and documents until the expiration of any applicable statute of limitations or extensions thereof. The parties shall also make available to each other to the extent reasonably required, and at the reasonable cost of the requesting party (for out-of-pocket costs and expenses only), personnel responsible for preparing or maintaining information, records and documents in connection with tax matters and as Sellers reasonably may request in connection with the completion of any post-Closing audits of the Hospital.

(b) Within ten (10) days after the Signing Date, Sellers shall deliver to Purchaser a schedule setting forth a methodology for the allocation of the Purchase Price (including any liabilities that are considered to be an increase to the Purchase Price for United States federal income Tax purposes) among the Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (such schedule, as may be amended as contemplated below in this Section 11.3(b), the "**Allocation Schedule**"). The Allocation Schedule shall be deemed final and binding upon the parties upon the parties' mutual approval thereof. The parties shall cooperate in good faith to finalize the Allocation Schedule within ten (10) days after delivery of the initial draft of the schedule by Purchaser to Sellers. If within such ten (10) day period (or such other period as the parties may agree), the parties are unable to reach agreement on a final Allocation Schedule, the parties shall have no further obligations under this Section 11.3(b) and each Party will make their own independent allocation of the Purchase Price and other relevant items among each category of the Assets.

11.4 Cost Report Matters.

(a) Consistent with Section 4.5, each Seller shall, at such Seller's expense, prepare and timely file all cost reports relating to the periods ending prior to the Effective Time or required as a result of the consummation of the transactions described in this Agreement, including, without limitation, those relating to Medicare, Medicaid, and other third party payors which settle on a cost report basis (the "**Seller Cost Reports**"). All such cost reports (including termination cost reports) shall be filed by the applicable Seller in a manner that is consistent with current laws, rules and regulations. Each Seller shall be responsible for filing governmental cost reports for all periods through the Closing Date.

(b) Upon reasonable notice and during normal business office hours, Purchaser will cooperate reasonably with Sellers in regard to Sellers' preparation and filing of the Seller Cost Reports. Such cooperation shall include, at no cost to Sellers, obtaining access to files at the Hospital and Purchaser's provision to Sellers of data and statistics, and the coordination with Sellers pursuant to reasonable notice of Medicare and Medicaid exit conferences or meetings.

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.1 Further Assurances and Cooperation. Sellers shall execute, acknowledge and deliver to Purchaser any and all other assignments, consents, approvals, conveyances, assurances, documents and instruments reasonably requested by Purchaser at any time and shall take any and all other actions reasonably requested by Purchaser at any time for the purpose of more effectively assigning, transferring, granting, conveying and confirming to Purchaser, the Assets. After consummation of the transaction contemplated in this Agreement, the parties agree to cooperate with each other and take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement, the documents referred to in this Agreement and the transactions contemplated hereby.

12.2 Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto; *provided, however*, that no party hereto may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other parties. Notwithstanding the foregoing to the contrary, Purchaser may, upon providing written notice thereof to Sellers, assign, devise or otherwise transfer (and its permitted assignees may assign, devise or otherwise transfer) any or all of their rights, interests and obligations under this Agreement or to certain Assets, without consent, to one or more affiliates of Purchaser or to MPT Operating Partnership, L.P., a Delaware limited partnership or Prime Healthcare Foundation, Inc., a Delaware charitable non-stock corporation or to any of their respective affiliates. No assignment of any obligations hereunder will relieve the assignor of any of its respective obligations to the other parties under this Agreement.

12.3 Governing Law; Venue. This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of California (without giving

effect to the principles of conflicts of laws thereof), except to the extent that the laws of such State are superseded by the Bankruptcy Code or other applicable federal law. For so long as Sellers are subject to the jurisdiction of the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. The parties hereby consent to the jurisdiction of such court and waive their right to challenge any proceeding involving or relating to this Agreement on the basis of lack of jurisdiction over the Person or *forum non conveniens*.

12.4 Amendments. This Agreement may not be amended other than by written instrument signed by the parties hereto.

12.5 Exhibits, Schedules and Disclosure Schedule. The Disclosure Schedule and all exhibits and schedules referred to in this Agreement shall be attached hereto and are incorporated by reference herein. From the Signing Date until the Closing, the parties agree that Sellers may update the Disclosure Schedule as necessary upon written notice to Purchaser, and the applicable representation and warranty shall thereafter be deemed amended for all purposes by such updated Disclosure Schedule. Notwithstanding the foregoing, but subject to Section 9.2(c), should any exhibit or schedule not be completed and attached hereto as of the Signing Date, Sellers and Purchaser shall promptly negotiate in good faith any such exhibit or schedule, which exhibit or schedule must be acceptable to each of Sellers and Purchaser in their reasonable discretion prior to being attached hereto. Any matter disclosed in this Agreement or in the Disclosure Schedule with reference to any Section of this Agreement shall be deemed a disclosure in respect of all sections to which such disclosure may apply. The headings, if any, of the individual sections of the Disclosure Schedule are provided for convenience only and are not intended to affect the construction or interpretation of this Agreement. The Disclosure Schedule is arranged in sections and paragraphs corresponding to the numbered and lettered sections and paragraphs of ARTICLE 2 merely for convenience, and the disclosure of an item in one section of the Disclosure Schedule as an exception to a particular representation or warranty shall be deemed adequately disclosed as an exception with respect to all other representations or warranties to the extent that the relevance of such item to such representations or warranties is reasonably apparent on the face of such disclosure, notwithstanding the presence or absence of an appropriate section of the Disclosure Schedule with respect to such other representations or warranties or an appropriate cross reference thereto. Between the Signing Date and the entry of the Sale Order, should Sellers become aware of the occurrence of any fact or condition that arises after the Signing Date and would cause or constitute a material breach of any representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition, then Sellers shall promptly notify Purchaser in writing of such breach and deliver to Purchaser a supplement to Sellers' Disclosure Schedules.

12.6 Notices. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by telegraphic or other electronic means (including facsimile) or overnight courier, or five (5) calendar days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

If to Sellers:	Verity Health System of California, Inc. 2040 East Mariposa Street El Segundo, California 90245 Attention: Rich Adcock, CEO Telephone: 424-367-0630
With a copies to: (which copies shall not constitute notice)	Dentons US LLP 601 South Figueroa Street, Suite 2500 Los Angeles, California 90017-5704 Attention: Samuel R. Maizel, Esq. Telephone: 213-892-2910 Facsimile: 213-623-9924
If to Purchaser:	Prime Healthcare Services 3300 East Guasti Road, 3rd Floor Ontario, California 91761 Telephone number 909-235-4400 Facsimile number: 909-235-4421 Attention: President and Chief Executive Officer
With a copies to: (which copies shall not constitute notice)	Shulman Hodges & Bastian LLP 100 Spectrum Center Drive, Suite 600 Irvine, California 92618 Attention: Leonard M. Shulman, Esq. Telephone: 949-340-3400 Facsimile: 949-340-3000
And	Prime Healthcare Services 3300 East Guasti Road, 3rd Floor Ontario, California 91761 Telephone number: 909-235-4400 Facsimile number: 909-235-4316 Attention: General Counsel

or at such other address as one party may designate by notice hereunder to the other parties.

12.7 Headings. The section and other headings contained in this Agreement and in the Disclosure Schedules are included for the purpose of convenient reference only and shall not restrict, amplify, modify or otherwise affect in any way the meaning or interpretation of this Agreement or the Disclosure Schedules.

12.8 Publicity. Prior to the Closing Date, Sellers and Purchaser shall consult with each other as to the form and substance of any press release or other public disclosure materially related to this Agreement or any other transaction contemplated hereby and each shall have the right to review and comment on the other's press releases prior to issuance; *provided, however*, that nothing in this Section 12.8 shall be deemed to prohibit any Seller or Purchaser from making any disclosure that its counsel deems necessary or advisable in order to satisfy either party's

disclosure obligations imposed by law subject to reasonable prior notice to the other party thereof, or deemed to prohibit Purchaser from making any disclosure that its counsel deems necessary or advisable under its bond financing or other financing arrangements.

12.9 Fair Meaning. This Agreement shall be construed as if prepared by all parties hereto.

12.10 Gender and Number; Construction; Affiliates. All references to the neuter gender shall include the feminine or masculine gender and vice versa, where applicable, and all references to the singular shall include the plural and vice versa, where applicable. Unless otherwise expressly provided, the word "including" followed by a listing does not limit the preceding words or terms and shall mean "including, without limitation." Any reference in this Agreement to an "affiliate" shall mean any Person directly or indirectly controlling, controlled by or under common control with a second Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. A "Person" shall mean any natural person, partnership, corporation, limited liability company, association, trust or other legal entity.

12.11 Third Party Beneficiary. None of the provisions contained in this Agreement are intended by the parties, nor shall they be deemed, to confer any benefit on any person not a party to this Agreement, except for the parties' successors and permitted assigns, and except for any liquidating trustee or plan administrator for Sellers' estate.

12.12 Expenses and Attorneys' Fees. Except as otherwise provided in this Agreement, each party shall bear and pay its own costs and expenses relating to the preparation of this Agreement and to the transactions contemplated by, or the performance of or compliance with any condition or covenant set forth in, this Agreement, including without limitation, the disbursements and fees of their respective attorneys, accountants, advisors, agents and other representatives, incidental to the preparation and carrying out of this Agreement, whether or not the transactions contemplated hereby are consummated. The parties expressly agree that all sales, transfer, documentary transfer and similar taxes, fees, surcharges in connection with the sale of the Assets shall be equally borne by Purchaser and Sellers. If any action is brought by any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its court costs and reasonable attorneys' fees.

12.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on all of the parties hereto. The parties agree that facsimile copies of signatures shall be deemed originals for all purposes hereof and that a party may produce such copies, without the need to produce original signatures, to prove the existence of this Agreement in any proceeding brought hereunder.

12.14 Entire Agreement. This Agreement, the Disclosure Schedule, the exhibits and schedules, and the documents referred to in this Agreement contain the entire understanding between the parties with respect to the transactions contemplated hereby and supersede all prior

or contemporaneous agreements, understandings, representations and statements, oral or written, between the parties on the subject matter hereof (the "**Superseded Agreements**"), which Superseded Agreements shall be of no further force or effect, *provided* that notwithstanding the foregoing, the letter Confidentiality Agreement dated July 10, 2018 between Prime Health Services and Cain Brothers, a division of KeyBanc Capital Markets Inc., on behalf of Sellers and their related entities shall not be a Superseded Agreement and shall continue in full force in effect in accordance with its terms.

12.15 No Waiver. Any term, covenant or condition of this Agreement may be waived at any time by the party which is entitled to the benefit thereof but only by a written notice signed by the party expressly waiving such term or condition. The subsequent acceptance of performance hereunder by a party shall not be deemed to be a waiver of any preceding breach by any other party of any term, covenant or condition of this Agreement. The waiver of any term, covenant or condition shall not be construed as a waiver of any other term, covenant or condition of this Agreement.

12.16 Severability. If any term, provision or covenant of this Agreement or the application thereof to any party or circumstance shall be held to be invalid or unenforceable to any extent in any jurisdiction, then the remainder of this Agreement and the application of such term, provision or covenant in any other jurisdiction or to persons or circumstances other than those as to whom or which it is held to be invalid or unenforceable, shall not be affected thereby, and each term, provision and covenant of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.17 Time is of the Essence. Time is of the essence for all dates and time periods set forth in this Agreement and each performance called for in this Agreement.

[*REMAINDER OF PAGE IS BLANK*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

PURCHASER:

PRIME HEALTHCARE SERVICES, INC.,
a Delaware corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

SELLERS:

ST. FRANCIS MEDICAL CENTER,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

VERITY HOLDINGS, LLC,
a California limited liability company

Signature By:_____
Print Name:_____
Title:_____
Date:_____

VERITY HEALTH SYSTEM OF CALIFORNIA, INC.,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

Schedule A

St. Francis Medical Center

Description	Owner	Address	APN
Hospital Campus (including Health Services Pavilion, Progressive Care Unit, Family Life Center, Power Plant and Parking Structure #1)	St. Francis Medical Center	3630 East Imperial Highway, Lynwood, CA 90262	6173-021-008
Huntington Park MOB	St. Francis Medical Center	2700 East Slauson Avenue, Huntington Park, CA 90255	6320-006-069
Maywood MOB	St. Francis Medical Center	5953 South Atlantic Boulevard 5, Maywood, CA 90270	6313-013-028
Parking Lot (St. Francis Medical Center)	Verity Holdings, LLC	3633 Martin Luther King Jr., Boulevard, Lynwood, CA 90262	6173-015-047
Ministry Services Building (St. Francis Medical Center)	Verity Holdings, LLC	3663 Martin Luther King Jr., Boulevard, Lynwood, CA 90262	6173-019-022
Parking Lot (St. Francis Medical Center)	Verity Holdings, LLC	3621 Martin Luther King Jr., Boulevard, Lynwood, CA 90262	6173-015-048
Five Unit Apartment (St. Francis Medical Center)	Verity Holdings, LLC	3570 Brenton Avenue, Lynwood, CA 90057	6191-016-008

Schedule 8.6
AG Conditions

If the California Attorney General imposes any or all of the following conditions to the sale of the Assets to Purchaser, such Attorney General conditions will not be considered conditions precedent to the obligation of Purchaser to close the purchase of the Assets.

Purchaser shall maintain for a term which coincides with the remaining term applicable to each condition as reflected in the Attorney General's Decision dated December 3, 2015:

a) The Attorney General conditions shall be binding on the entities enumerated in the Attorney General's Decision dated December 3, 2015, provided that:

   i. The conditions shall conform to the transaction described in this Agreement; and
   ii. The entities who are involved in the purchase of Assets pursuant to this Agreement agree to be bound by the prospective Attorney General conditions substantively conforming to all the provisions herein.

b) The Attorney General conditions shall apply to this Agreement and any and all other agreements contemplated and delivered pursuant to this Agreement, including as may be applicable, financing, management services, and similar agreements.

c) Provide written notice to the Attorney General sixty (60) days prior to entering into any sale or transfer agreement.

d) Remain licensed general acute care hospital and maintain 24-hour emergency and trauma medical services at no less than current licensure and designation with same types and/or levels of service, including:

   i. 46 emergency stations;
   ii. Level II Trauma;
   iii. 5150 receiving facility;
   iv. Psychiatric evaluation team;
   v. Emergency department approved for pediatrics; and
   vi. Designation as paramedic base station.

   Purchaser also agrees to an annual maximum number of hours on diversion of 200. Purchaser also agrees to give one year advance written notice to LA-EMSA and CDPH if it seeks to reduce trauma or trauma-related care services or stop operating the Level II Trauma Center after the remaining applicable term of this condition.

e) Maintain on-call coverage (or comparable) contracts with physicians at fair market value necessary to ensure trauma coverage, including:

i. General surgery;
ii. Trauma surgery;
iii. Neuro-trauma surgery;
iv. Obstetrical/gynecological surgery;
v. Orthopedic surgery;
vi. Trauma orthopedic surgery;
vii. Vascular surgery;
viii. Cardiothoracic surgery;
ix. Plastic surgery;
x. Ophthalmology;
xi. Otolaryngology;
xii. Anesthesia; and
xiii. Urology.

f) Maintain all essential medical and surgical services including women's health services, OB/GYN, pediatric, NICU, in-patient behavioral health, cardiac services, critical care and ICU, orthopedic surgery and rehabilitation, oncology/cancer services, gastroenterology, nephrology, neurology, wound care and hyperbaric medicine, radiology, radiation therapy, primary stroke, general surgery, trauma surgery and other essential services.

g) Maintain 1206(d) clinics to the extent they are open and staffed at the Closing Date.

h) Provide an annual amount of Charity Care equal to or greater than Ten Million Dollars ($10,000,000), provided that Purchaser will not make any deficiency payments related to Charity Care spending into pensions.

i) Provide an annual amount of Community Benefit Services equal to or greater than One Million Five Hundred Thousand Dollars ($1,500,000) and continue to offer the following services:

i. Health Benefits Resource Center;
ii. Welcome Baby Program;
iii. Healthy Community Initiatives;
iv. St. Francis Career College's access for onsite training;
v. Paramedic Training and Education; and
vi. Patient Transportation support.

For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change. Purchaser shall make deficiency payments if Minimum Community Benefit Services Amount not met, provided that no such payments shall be made into pensions.

j) Maintain community healthcare services as assessed by the community leadership and medical staff leadership in collaboration with local governments including city and county. Implement continuous community needs assessment program.

k) Participation in Medicare and Medi-Cal programs.

l) Maintain all essential medical and surgical services including with County of LA for emergency, trauma and psychiatric services:

i. Inpatient psych;
ii. Psychiatric designation agreement;
iii. Designation 5150 receiving facility;
iv. Trauma center agreements;
v. Paramedic base hospital services agreement as 911 facility; and
vi. Designation as emergency department approval for pediatrics.

m) Maintain physician privileges and independent medical staff.

n) Have a Local Governing Board of Directors and consult with the Board prior to changes.

o) Maintain seismic compliance through 2030.

p) Capital improvement investments of Seventy-Five Million Dollars ($75,000,000) to be paid or reserved over a 5-year period after the Closing Date. This commitment shall not be reduced by the amount Seller has already expended for capital from closing of the Blue Mountain transaction through the Closing Date.

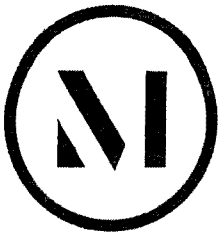
q) Purchaser shall adopt written policies prohibiting:

i. Any restriction or limitation on providing or making reproductive health services; and
ii. Any discrimination against LGBT individuals.

r) Negotiate and implement fair and market competitive managed care contracts including, but not limited to, Medicare managed care, Medi-Cal managed care, commercial managed care, and workers' compensation plans. This specifically includes LA Care Health Plan or its successor, Health Net Community Solutions, Inc, or its successor, and LA County.

Title 11, California Code of Regulations, § 999.5(d)(2)(D)

Exhibit 12



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Gary B. Gertler
Attorney at Law
ggertler@mwe.com
+1 310 551 9328

April 3, 2019

VIA EMAIL

Samuel R. Maizel
Partner
Dentons US LLP
601 South Figueroa Street, Suite 2500
Los Angeles, California 90017

Re: Four Hospital Aggregate Bid

Dear Sam:

Attached is Prime Healthcare's ("Prime's") bid for Verity's four hospitals (*i.e.*, St. Francis Medical Center ("*SFMC*"); St. Vincent Medical Center; Seton Medical Center; and Seton Medical Center Coastside). Upon final consideration, Prime does not believe that there will be a qualified back-up bidder nor does Prime want to be a back-up bidder, as Prime believes that the current Stalking Horse Bidder will not close the transaction. The Stalking Horse Bidder will take a protracted amount of time to close (see below concerns regarding the California Attorney General), if it ever closes the transaction. Therefore, Prime does not want a substantial deposit to be tied-up until either a back-up bidder is selected or the transaction closes, and will not be submitting a deposit.

However, Prime is submitting the enclosed purchase agreement containing the terms Prime extensively negotiated with Verity in good faith under the belief that Prime would be the Stalking Horse bidder. Prime recognizes that this bid will not be formally considered at auction, but it is being submitted for reference when needed when there is no credible back-up bidder or all other bidders are unable to close. With regard to the quality of this bid, I have attached a letter with enclosure from Prime's CFO that clearly and simply quantifies how Prime's aggregate bid is $35 million higher than the Stalking Horse Bidder, and that Prime's individual bid for SFMC is $79 million higher than the Stalking Horse Bidder.

With regard to the California Attorney General (the "*AG*"), the Stalking Horse purchase agreement is structured such that the Stalking Horse Bidder has guaranteed itself the right to withdraw from the sale and collect the break-up fee while rejecting key conditions that are critical for Verity's hospitals to serve the healthcare needs of their communities. This is because the Stalking Horse purchase agreement preserves for the Stalking Horse Bidder, in its "reasonable business judgment," the right to withdraw from the sale if the AG imposes any condition not "substantially consistent" with the conditions listed in its Schedule 8.6. This is true even if Verity obtains an order from the Bankruptcy Court that the additional AG conditions are an "interest in property" and that the assets can be sold free and clear of the additional conditions. This right to withdraw, even in the face of a favorable order from the Bankruptcy Court, is in stark contrast to Prime's purchase agreement which requires Prime to close the transaction if Verity

obtains such an order. Based on the acceptable AG conditions that the Stalking Horse Bidder has identified in its Schedule 8.6, it is inevitable that the AG will impose additional conditions not "substantially consistent" with the schedule because many of the rejected conditions are necessary to protect the public good and access to critical healthcare services.

For example, the Stalking Horse Bidder ***rejected*** the following AG conditions, which will be unacceptable to the AG: (1) continuation of on-call coverage contracts for urology and OB/Gyn at SFMC (but without on-call coverage for these specialties, SFMC cannot continue its Level II Trauma designation and cannot return to its Level 1 Trauma Center status thereby decreasing access to critical trauma services); (2) maximum of 200 hours of ED diversion at SFMC (which means that there is no commitment to ensuring the ED remains sufficiently open thereby jeopardizing access to critical trauma care while the ED is on diversion); (3) charity care commitments (rejected obligations to charity care through dramatic decreases in its financial commitment, *i.e.*, SFMC $16,646,323 to $8M annually); and (4) capital expenditure (rejected the $180 million initially imposed and reduced it to less than half with no more than $75 million total in capital expenditures for all four hospitals over five years). These examples are just a few of the AG conditions that the AG will not accept and thus, pursuant to the terms of the Stalking Horse purchase agreement, will allow the Stalking Horse Bidder the guaranteed right to withdraw from the transaction yet still collect the break-up fee to the detriment of Verity, the Bankrupt Estate, and the patients served by Verity's hospitals.

With regard to capital expenditure commitments, the Stalking Horse purchase agreement reduced its commitment by more than half in the AG conditions from the initial AG condition requiring $180 million to *no more than* $75 million over five years. This decreased commitment is significant, especially when considering these hospitals are in critical need of capital investment to meet seismic requirements, purchase needed equipment and technology and modernize platforms in order to continue to operate and provide care. In addition to the negative impact on the hospitals, the reduction in capital expenditure commitments should be considered when comparing the total value of competing bids. In contrast, Prime is committing to a capital expenditure of $150 million over five years for the four hospitals.

These issues are necessary to consider as they impact the public good, and Verity should re-evaluate them to ensure the best bid is obtained that will provide the greatest value, likelihood of transaction closure, and continuation of Verity's healthcare mission.

Thank you for your consideration.

Sincerely,

[redacted]

Gary B. Gertler

Title 11, California Code of Regulations, § 999.5(d)(2)(D)

Exhibit 12

Prime Healthcare

Saving hospitals. Saving jobs. Saving lives.

April 3, 2019

Rich Adcock, Chief Executive Officer and Board of Directors
Verity Health System of California, Inc.
2040 East Mariposa Street
El Segundo, CA 90245
(Via email)

RE: Summary Comparison - Prime Healthcare Services, Inc. and Stalking Horse (Strategic Global Management, Inc.) Asset Purchase Agreement Terms

Dear Rich and Verity Board of Directors:

Attached is a summary comparison of key financial terms included in the Prime Healthcare Services, Inc. ("Prime") and Strategic Global Management, Inc. ("SGM") Asset Purchase Agreements ("APA"s).

Inclusive of the respective capital expenditure ("CapEx") commitment amounts ($150 million by Prime; $75 million by SGM), the summary illustrates that:
- Prime's aggregate bid is $35 million higher than SGM's ($590 million vs. $555 million)

Exclusive of the CapEx commitment amounts, the summary illustrates that:
- SGM's aggregate bid is $40 million higher than Prime's ($480 million vs. $440 million)
- Prime's St. Francis Medical Center bid is $79 million higher than SGM's ($325 million vs. $246 million)

As noted in the attached, the summary comparison does not attempt to address other key advantages to the Prime bid such as:
- Additional Attorney General conditions being accepted by Prime that preserve clinical care and needed access to care
- Additional union contract terms being accepted by Prime
- Fewer conditions to closing in Prime APA
- Minor net amounts associated with certain working capital items being assumed/not assumed
- Prime having secured financing from a major, long-term capital partner with a 15-year relationship ($1.2 billion in prior financings for 27 hospital acquisitions)
- Prime's almost 20-year history of saving (45) distressed hospitals, turning around operations, preserving essential services and serving communities.

Sincerely,

[redacted]

Mike Heather
Chief Financial Officer

cc: Cain Brothers

3300 E. Guasti Road | Ontario, CA 91761 | www.primehealthcare.com
909-235-4400

SGM v Prime Comparisons (Adjusted for QAF purchase)	SFMC	SVMC	SMC	SMCC	Total $(millions)
SGM Bid:					
Cash	420	120	70		610
Debt Assumed by Buyer - PACE Bonds @ SMC			40		40
Less: QAF Receivables taken by Buyer	(174)	6	(2)		(170)
Net Bid (excluding QAF)(including Operations, A/R)	246	126	108		480
CapEx Commitment					$75
Net Bid including CapEx Commitment					$555
Prime Bid:					
Cash	325	55	20		400
Debt Assumed by Buyer - PACE Bonds @ SMC			40		40
Less: QAF Receivables taken by Buyer	0	0	0		0
Net Bid (excluding QAF)(including Operations, A/R)	325	55	60		440
CapEx Commitment					$150
Net Bid including CapEx Commitment					$590
Difference - Excluding CapEx commitment (SGM > Prime)	(79)	71	48		40
Difference - Including CapEx Commitment (Prime > SGM)					$(35)

No consideration given for:

Minor net $$ associated with certain working capital items being assumed
Differences in AG conditions being accepted by Buyers
Differences in CBA/Union terms acceptable to Buyers
Likelihood of closing/contractual "out" clauses in Buyers' APA's
Secured financing from major capital partner, with long term relationship
Ability to save and preserve hospitals and essential services

ASSET PURCHASE AGREEMENT

By and Among

Prime Healthcare Services, Inc., a Delaware corporation

("Purchaser")

and

St. Francis Medical Center, a California nonprofit public benefit corporation,
St. Vincent Medical Center, a California nonprofit public benefit corporation,
Seton Medical Center, a California nonprofit public benefit corporation,
Verity Holdings, LLC, a California limited liability company and
Verity Health System of California, Inc., a California nonprofit public benefit corporation

(collectively, "Sellers")

Dated: April ____, 2019

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "**Agreement**") is made and entered into as of the [redacted] day of April, 2019 (the "**Signing Date**") by and among ST. FRANCIS MEDICAL CENTER, a California nonprofit public benefit corporation ("**St. Francis Medical Center**"), ST. VINCENT MEDICAL CENTER, a California nonprofit public benefit corporation ("**St. Vincent Medical Center**"), SETON MEDICAL CENTER, a California nonprofit public benefit corporation ("**Seton**" and together with St. Francis Medical Center and St. Vincent Medical Center, collectively, the "**Hospital Sellers**"), VERITY HOLDINGS, LLC, a California limited liability company ("**Verity Holdings**"), and VERITY HEALTH SYSTEM OF CALIFORNIA, INC., a California nonprofit public benefit corporation ("**Verity Health**", and together with St. Francis Medical Center, St. Vincent Medical Center, Seton and Verity Holdings, each individually "**Seller**" and collectively, "**Sellers**"), on the one hand, and PRIME HEALTHCARE SERVICES, INC., a Delaware corporation ("**Purchaser**"), on the other hand.

RECITALS

A. St. Francis Medical Center engages in the business of owning and operating (1) a general acute care hospital known as St. Francis Medical Center located at 3630 E. Imperial Highway, Lynwood, California 90262, which includes a hospital pharmacy, laboratory and emergency department, and (2) the medical office buildings and clinics identified on **Schedule A** including properties owned by affiliates as shown on **Schedule A** (collectively, the "**St. Francis Medical Center Hospital**").

B. St. Vincent Medical Center engages in the business of owning and operating (1) a general acute care hospital known as St. Vincent Medical Center located at 2131 West Third St., Los Angeles, California 90057, which includes a hospital pharmacy, laboratory and emergency department, and (2) the medical office buildings and clinics identified on **Schedule A** including properties owned by affiliates as shown on **Schedule A** (collectively, the "**St. Vincent Medical Center Hospital**").

C. Seton engages in the business of the operation of two general acute care hospitals under a single license, consisting of: (i) the hospital known as Seton Medical Center, located at 1900 Sullivan Avenue, Daly City, CA 94015, including the hospital pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics owned or operated by Seton identified on **Schedule A** including properties owned by affiliates to the extent such properties are listed on **Schedule A** (collectively, the "**Seton Hospital**") and (ii) the hospital known as Seton Medical Center Coastside, located at 600 Marine Blvd, Moss Beach, CA 94038, including the hospital pharmacy, laboratory and emergency department as well as through the medical office buildings and clinics owned or operated by Seton identified on **Schedule A** including properties owned by affiliates to the extent such properties are listed on **Schedule A** (collectively, the "**Seton Coastside Hospital**" and together with the St. Francis Medical Center Hospital, the St. Vincent Medical Center Hospital and the Seton Hospital, the "**Hospitals**").

D. Verity Holdings engages in the business of owning certain medical office buildings and properties identified on **Schedule A** that are used by Sellers in connection with the operation of the Hospitals.

E. Verity Health is the sole corporate member of St. Francis Medical Center, St. Vincent Medical Center and Seton.

F. Purchaser desires to purchase from Sellers, and Sellers desire to sell to Purchaser, the assets described in Section 1.7 below (the "**Assets**") owned by Sellers and used with respect to the operation of their respective Hospitals (the "**Businesses**"), for the consideration and upon the terms and conditions contained in this Agreement.

G. Sellers each filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") with the United States Bankruptcy Court for the Central District of California, Los Angeles Division (the "**Bankruptcy Court**"), commencing lead Case No. 2:18-bk-20151, jointly administered with their affiliates (the "**Bankruptcy Cases**"), and the Bankruptcy Court entered an order approving procedures in connection with the sale of the Sellers' Assets ("**Bidding Procedures Order**"), Docket No. 1279, which requests that the Bankruptcy Court enter a "**Sale Order**" following an auction and selection of a successful bidder.

H. The parties intend to effectuate the transactions contemplated by this Agreement through a sale of the Assets approved by the Bankruptcy Court pursuant to Section 363 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained in this Agreement, and for their mutual reliance and incorporating into this Agreement the above recitals, the parties hereto agree as follows:

ARTICLE 1

SALE AND TRANSFER OF ASSETS; CONSIDERATION; CLOSING

1.1 Purchase Price.

(a) Subject to the terms and conditions of this Agreement, the purchase price ("**Purchase Price**") shall consist of the following:

(i) Cash payment by Purchaser to Sellers (the "**Cash Consideration**") of Four Hundred Million Dollars ($400,000,000), which shall be payable Three Hundred Twenty-Five Million Dollars ($325,000,000) to St. Francis Medical Center, Fifty-Five Million Dollars ($55,000,000) to St. Vincent Medical Center, Twenty Million Dollars ($20,000,000) to Seton for Seton Hospital and Seton Coastside Hospital; *plus*

(ii) Assumption of Hospital Sellers' accrued vacation and other paid time off as of the Closing (which as of August 31, 2018 had an aggregate value of Twenty-Five Million Four Hundred Thousand Dollars ($25,400,000) (valued at Ten

Million Two Hundred Thousand Dollars ($10,200,000) for St. Francis Medical Center, Six Million One Hundred Thousand Dollars ($6,100,000) for St. Vincent Medical Center, Eight Million One Hundred Thousand Dollars ($8,100,000) for Seton Hospital and One Million Dollars ($1,000,000) for Seton Coastside Hospital)); *plus*

(iii) Assumption of Forty Million Dollars ($40,000,000) of indebtedness of Seton as Obligated Party and Property Owner under the (i) Agreement to Pay Assessment and Finance Improvements dated May 17, 2017 with California Statewide Communities Development Authority ("**CSCDA**") and (ii) Agreement to Pay Assessment and Finance Improvements dated May 18, 2017 with CSCDA (collectively the "Special Assessments") each associated with of the Property Assessed Clean Energy ("**PACE**") (seismic and clean energy) loans (collectively the "**PACE Obligations**"); *plus*

(iv) Payment of Cure Costs (as defined below) associated with any Assumed Leases and/or Assumed Contracts as determined in accordance with Section 1.11 and Section 5.8, including but not limited to the Cure Costs for the Assumed Leases and/or Assumed Contracts identified on **Schedule 1.1(a)(iv)**, and assumption of the other Assumed Obligations (as defined below); *plus*

(v) Purchaser's commitment to invest One Hundred Fifty Million Dollars ($150,000,000) in capital expenditures for the Hospitals over the five (5)-year period immediately after the Closing Date; *plus*

(vi) Purchaser's agreement to exclude certain Hospital Quality Assurance Fee Program payments, as set forth in Section 1.8(x), which is valued at One Hundred Seventy Million Dollars ($170,000,000).

(b) Purchaser (i) is acquiring the Assets and (ii) is only assuming (x) the PACE Obligations and (y) the Assumed Obligations (as defined below).

(c) At the Closing, Purchaser shall pay to Sellers, by wire transfer of immediately available funds to the accounts specified by Sellers to Purchaser in writing, an aggregate amount equal to the Cash Consideration.

1.2 Deposit. Purchaser will make a good faith deposit in the amount of Twelve Million Dollars ($12,000,000) (the "**Deposit**") by wire transfer to an account designated by Sellers, which shall be funded by Purchaser not later than five (5) business days after the Signing Date. The Deposit shall be refundable in all events, except in the event the Closing does not occur due to the Purchaser materially breaching its obligations under this Agreement. Upon Closing, the Deposit will be credited against the Purchase Price.

1.3 Closing Date. The consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at 10:00 am local time at the offices of Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, California 90017-5704 (the day on which Closing actually occurs, the "**Closing Date**") within five (5) business days following the satisfaction or waiver of the conditions set forth in ARTICLE 7 and ARTICLE 8, other than those conditions that by their nature are to be satisfied at Closing but subject to fulfillment or

waiver of those conditions. The Closing shall be deemed to occur and to be effective as of 12:00 a.m. Pacific time on the day immediately after the Closing Date (the "**Effective Time**").

1.4 Items to be Delivered by Sellers at Closing. At or before the Closing, Sellers shall deliver, or cause to be delivered, to Purchaser the following:

1.4.1 a Bill of Sale substantially in the form of **Exhibit 1.4.1** attached hereto (the "**Bill of Sale**"), duly executed by each Seller;

1.4.2 Real Estate Assignment and Assumption Agreements (the "**Real Estate Assignments**") in the form of **Exhibit 1.4.2** attached hereto with respect to (a) the Leased Real Property, and (b) the Tenant Leases, each duly executed by each Seller;

1.4.3 a Grant Deed (the "**Deed**") in the form of **Exhibit 1.4.2** attached hereto with respect to each parcel of real property listed in **Schedule A** (the "**Owned Real Property**") duly executed by each Seller;

1.4.4 non-foreign affidavits of each Seller, dated as of the Closing Date, in the form of **Exhibit 1.4.4**;

1.4.5 an Assumption Agreement (the "**Assumption Agreement**") in the form of **Exhibit 1.4.5** attached hereto with respect to the Assumed Obligations duly executed by each Seller;

1.4.6 favorable original certificates of good standing, of each Seller, issued by the State of California, dated no earlier than a date which is fifteen (15) calendar days prior to the Closing Date;

1.4.7 a duly executed certificate of an officer of each Seller certifying to Purchaser (a) the incumbency of the officers of such Seller on the Signing Date and on the Closing Date and bearing the authentic signatures of all such officers who shall execute this Agreement and any additional documents contemplated by this Agreement, and (b) the due adoption and text of the resolutions or consents of the Board of Directors of such Seller authorizing (i) the transfer of the Assets and transfer of the Assumed Obligations by such Seller to Purchaser, and (ii) the due execution, delivery and performance of this Agreement and all additional documents contemplated by this Agreement, and that such resolutions have not been amended or rescinded and remain in full force and effect on the Closing Date;

1.4.8 a copy of the Sale Order (as defined below);

1.4.9 a Limited Power of Attorney for use of Drug Enforcement Agency and other registration numbers, and DEA order forms, in the form of **Exhibit 1.4.9** (the "**Power of Attorney**");

1.4.10 an Assignment of Accounts Receivable ("**Assignment of Accounts Receivable**") in the form of Exhibit 1.4.10 attached hereto;

1.4.11 titles to all motor vehicles included in the Assets, duly endorsed for transfer to Purchaser;

1.4.12 a Transition Services Agreement (the "**Transition Services Agreement**") in form and substance satisfactory to Sellers and Purchaser, in their reasonable discretion, granting to Sellers use of certain assets, systems and personnel identified in such agreement solely in connection with Sellers' wind-down of the Businesses, the completion of the Bankruptcy Cases and the dissolution of Sellers (and following completion of such wind-down, Bankruptcy Cases and dissolution of Sellers, such Transition Services Agreement shall automatically terminate);

1.4.13 acknowledgements by CSCDA and the PACE Trustee that Purchaser is the Successor Property Owner and Obligated Party under the PACE Obligations and releases of the Sellers from any and all claims arising or accruing prior to the Closing Date, and

1.4.14 any such other instruments, certificates, consents or other documents which Purchaser and Sellers mutually deem reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof.

1.5 Items to be Delivered by Purchaser at Closing. At or before the Closing, Purchaser shall deliver or cause to be delivered to Sellers the following:

1.5.1 payment of the Cash Consideration, reduced by the Deposit as described in Section 1.2 and subject to credits or plus payment to Sellers or Purchaser, as applicable, of all amounts as provided under Section 1.6;

1.5.2 evidence of payment of all Cure Costs required hereunder to be paid by Purchaser;

1.5.3 a duly executed certificate of the Secretary of Purchaser certifying to Sellers (a) the incumbency of the officers of Purchaser on the Signing Date and on the Closing Date and bearing the authentic signatures of all such officers who shall execute this Agreement and any additional documents contemplated by this Agreement, and (b) the due adoption and text of the resolutions of the Board of Directors of Purchaser authorizing the execution, delivery and performance of this Agreement and all additional documents contemplated by this Agreement, and that such resolutions have not been amended or rescinded and remain in full force and effect on the Closing Date;

1.5.4 favorable original certificate of good standing, of Purchaser, issued by the California Secretary of State dated no earlier than a date which is fifteen (15) calendar days prior to the Closing Date;

1.5.5 the Bill of Sale, duly executed by Purchaser;

1.5.6 the Real Estate Assignments, duly executed by Purchaser;

1.5.7 the Assignment of Accounts Receivable, duly executed by Purchaser;

1.5.8 the Assumption Agreement, duly executed by Purchaser;

1.5.9 the Power of Attorney, duly executed by Purchaser;

1.5.10 the Transition Services Agreement; and

1.5.11 any such other instruments, certificates, consents or other documents which Purchaser and Sellers mutually deem reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof.

1.6 Prorations and Utilities. All items of income and expense listed below with respect to the Assets shall be prorated in accordance with the principles and the rules for the specific items set forth hereafter:

1.6.1 All transfer, conveyance, sales, use, stamp, similar state and local taxes arising from the sale of the Assets hereunder shall be equally borne by Purchaser, on the one hand, and Sellers, on the other hand.

1.6.2 Other than the Utility Deposits (defined below), which are governed by Section 1.8(j), and other than with respect to Cure Costs payable by Purchaser, the following costs and expenses shall be prorated based upon the payment period (*i.e.*, calendar or other tax fiscal year) to which the same are attributable: all real estate and personal property lease payments, real estate and personal property taxes, real estate assessments and other similar charges against real estate, and charges for power, sewer, water, electric, gas, telephone or other utilities (collectively, the "**Utilities**") on the Assets (collectively, the "**Prorated Charges**"). Each Seller shall pay its respective portion at or prior to the Closing (or Purchaser shall receive credit for) of any unpaid Prorated Charges attributable to periods or portions thereof occurring prior to the Effective Time, and Purchaser shall assume as an Assumed Liability or, to the extent previously paid by any Seller, pay to such Seller at the Closing all Prorated Charges attributable to periods or portions thereof occurring from and after the Effective Time. In the event that as of the Closing Date the actual tax bills for the tax year or years in question are not available and the amount of taxes to be prorated as aforesaid cannot be ascertained, then rates, millages and assessed valuation of the previous year, with known changes, shall be used. The parties agree that if the real estate and personal property tax prorations are made based upon the taxes for the preceding tax period, the prorations shall be re-prorated after the Closing. As to charges for Utilities, "final readings" as of the Closing Date shall be ordered for the Utilities; the cost of obtaining such "final readings," if any, shall be paid by Purchaser.

1.6.3 Sellers shall be entitled to all rents and other payments under Tenant Leases accruing for the period prior to the Effective Time ("**Pre Effective Time Lease Amounts**"), and Purchaser shall be entitled to all rents and other payments under tenant leases accruing for the period after the Effective Time ("**Post Effective Time Lease Amounts**" and together with the Pre Effective Time Lease Amounts, the "**Lease Amounts**"). All Lease Amounts that are collected prior to the Closing shall be prorated as of the Closing in accordance with the immediately preceding sentence. All Lease Amounts that are accrued but uncollected as of the Closing (including, without limitation, rents and other payments accrued prior to the Closing but payable in arrears after the Closing) (collectively, the "**Unpaid Amounts**") shall

belong to Sellers, and Purchaser shall, upon receipt of said rents and other payments, receive the same in trust for Sellers and shall promptly remit any of such amounts to the applicable Seller within ten (10) days after Purchaser's receipt of same. For the avoidance of doubt, all rental payments received after Closing shall be first applied to any amounts owed to the Sellers under this Section 1.6.3.

1.6.4 All prorations and payments to be made under the foregoing provisions shall be agreed upon by Purchaser and Sellers prior to the Closing and shall be binding upon the parties; *provided, however*, with respect to the Unpaid Amounts, in the event any proration, apportionment or computation shall prove to be incorrect for any reason, then either the applicable Seller or Purchaser shall be entitled to an adjustment to correct the same, *provided* that said party makes written demand on the party from whom it is entitled to such adjustment within thirty (30) calendar days after the erroneous payment or computation was made, or such later time as may be required, in the exercise of due diligence, to obtain the necessary information for proration. This Section 1.6 shall survive Closing.

1.7 Transfer of Assets of Sellers. On the Closing Date and subject to the terms and conditions of this Agreement, each Seller shall sell, assign, transfer, convey and deliver to Purchaser, free and clear of all interests, including but not limited to all liens, privileges, pledges, security interests, rights of first refusal, options, defects in title and encumbrances other than the Permitted Exceptions (defined below), and Purchaser shall acquire, all of each Seller's right, title and interest in and to the following Assets, to the extent primarily used in the operation of one of the Hospitals and not included among the Excluded Assets, with such transfer being deemed to be effective at the Effective Time:

(a) all of the tangible personal property owned by such Seller and used by such Seller in the operation of the Hospital of such Seller, including equipment, furniture, machinery, vehicles and office furnishings (the "**Personal Property**");

(b) all of such Hospital Seller's rights in and to all licenses, to the extent assignable or transferable, Medicare and Medi-Cal provider numbers, permits, approvals, certificates of exemption, franchises, accreditations and registrations and other governmental licenses, permits or approvals issued to such Seller for use in connection with the operation of the Hospital of such Hospital Seller (the "**Licenses**"), including, without limitation, the Licenses and Medicare/Medi-Cal Provider Agreements and their associated Provider Numbers set forth on **Schedule 1.7(b)**;

(c) all of such Seller's right, title and interest in and to the Owned Real Property and all of such Seller's interest in and to all of the following (the "**Assumed Leases**"): (i) personal property leases with respect to all personal property used in the operation of the Hospital of such Seller (other than owned Personal Property transferred in accordance with in Section 1.7(a) above), (ii) the real property leases for all real property leased by such Seller and set forth on **Schedule 1.7(c)(ii)** (the "**Leased Real Property**"), and (iii) the real property leased or subleased by such Seller to a third party and set forth on **Schedule 1.7(c)(iii)** (the "**Tenant Leases**");

(d) all of such Seller's interest, to the extent assignable or transferable, in and to all contracts and agreements (including, but not limited to, purchase orders) with respect to the operation of the Hospital of such Seller that have been designated by Purchaser as a contract to be assumed pursuant to Section 1.11 (the "**Assumed Contracts**");

(e) other than the Excluded Settlements and Actions (defined below), all claims, rights, interests and proceeds (whether received in cash or by credit to amounts otherwise due to a third party) with respect to amounts overpaid by such Seller to any third party health plans with respect to periods prior to the Effective Time (*e.g.*, such overpaid amounts may be determined by billing audits undertaken by such Seller or such Seller's consultants), except with respect to any causes of action or proceeds thereof arising under Chapter 5 of the Bankruptcy Code other than with respect to Assumed Contracts and Assumed Leases and other items described in Section 1.8(h);

(f) all inventories of supplies, drugs, food, janitorial and office supplies and other disposables and consumables (i) located at the Hospital of such Seller, or (ii) used in any way in the operation of or at the Hospital of such Seller (the "**Inventory**") except as set forth in **Schedule 1.7(f)**;

(g) other than Utility Deposits, all prepaid rentals, deposits, prepaid expenses and other prepayments and similar amounts relating to the Assumed Contracts and/or the Assumed Leases, which were made with respect to the Hospital of such Seller (the "**Prepaids**");

(h) all of the following to the extent legally transferrable and not subject to prior consent of any third party: operating manuals, forms, files, books, records, documents and computer software with respect to the Hospital of such Seller, including, without limitation, all patient records, medical records, employee records, financial records, equipment records, construction plans and specifications, electronic medical records, all work flow documents and programs and all templates relating thereto, and medical and administrative libraries;

(i) to the extent assignable or transferable, all rights in all warranties of any manufacturer or vendor in connection with the Personal Property;

(j) except as stated in Section 1.7(k) and Section 1.7(l), all rights of the Hospitals to payments from any governmental, administrative or regulatory entities to support the Hospitals, including but not limited to all net Disproportionate Share Hospital payments;

(k) all rights of the Hospitals to Measure B trauma funding to be paid related to service periods ending on or after the Effective Time (solely to the extent collected after Closing); for the avoidance of doubt, any of the aforementioned payments, whether received before or after the Effective Time, that are in connection with services provided for any period prior to the Effective Time are not included as part of the Assets (and shall be Excluded Assets notwithstanding any other provision of this Agreement) and shall remain with Sellers (or if received by the Purchaser after the Effective Time, shall be returned to Sellers within thirty (30) calendar days of receipt);

(l) except as stated in Section 1.7(k) and Section 1.12, all accounts and interest thereupon, notes and interest thereupon and other receivables of such Seller, including,

without limitation, accounts, notes or other amounts receivable, and all claims, rights, interests and proceeds related thereto, including all accounts and other receivables, and Seller Cost Report settlements related thereto, in each case arising from the rendering of services or provision of goods, products or supplies to inpatients and outpatients at the Hospital of such Seller, billed and unbilled, recorded and unrecorded, for services, goods, products and supplies provided by such Seller prior to the Effective Time whether payable by Medicare, Medicaid, or any other payor (including an insurance company), or any health care provider or network (such as a health maintenance organization, preferred provider organization or any other managed care program) or any fiscal intermediary of the foregoing, private pay patients, private insurance or by any other source (collectively, "**Accounts Receivable**"), *provided* that notwithstanding anything else in this Agreement, with respect to the California Department of Health Care Services Hospital Quality Assurance Fee Program for the period July 1, 2019 to June 30, 2022 (the "**QAF VI Program**") the Assets shall include only the "**QAF VI Purchaser Net Payments**" which shall be, with respect to each Hospital, an amount equal to the product of: (i) all payments received or to be received by such Hospital under the QAF VI Program net of all payments made or required to be made by such Hospital in respect of the QAF VI Program including payments to the California Health Foundation & Trust; multiplied by the ratio of (ii) (x) the total number of days between the Effective Time and June 30, 2022 divided by (y) 1096.

(m) the right to use the names "St. Francis Medical Center", "St. Vincent Medical Center", "Seton Medical Center" and "Seton Medical Center Coastside" including any trademarks, service marks, trademark and service mark registrations and registration applications, trade names, trade name registrations, logos, domain names, trade dress, copyrights, copyright registrations, website content, know- how, trade secrets and the corporate or company names of Sellers and the names of the Hospitals, together with all rights to sue and recover damages for infringement, dilution, misappropriation or other violation or conflict associated with any of the foregoing; at the Closing, Purchaser will execute and deliver to Sellers the Transition Services Agreement granting to Sellers an unlimited, royalty free, irrevocable license to use any and all of the foregoing in this Section 1.7(m) solely in connection with the wind-down of the Businesses, the completion of the Bankruptcy Cases and the dissolution of Sellers (and following completion of such wind-down, Bankruptcy Cases and dissolution of Sellers, such license shall automatically terminate);

(n) all goodwill of the Hospital of such Seller;

(o) to the extent used primarily with respect to the Hospitals and transferrable or assignable, such Seller's right, title and interest in and to the telephone and facsimile numbers used with respect to the operation of the Hospital of such Seller;

(p) to the extent used primarily with respect to the operation of the Hospitals, all of such Seller's web sites, URLs, and social media accounts, including but not limited to, Facebook and LinkedIn;

(q) each such Hospital Seller's Medicare and Medi-Cal provider agreements (inclusive of their respective provider numbers) and lockbox account(s) identified on **Schedule 1.7(q)**;

(r) all additional properties and assets referenced on **Schedule 1.7(r)** hereof;

(s) to the extent legally transferrable and not subject to prior consent of any third party, all electronic health record products and billing software, revenue cycle software and related modules used primarily in the operation of the Hospitals, as more specifically identified on **Schedule 1.7(s)**;

(t) with respect to Verity Holdings, the assets represented by the assessor's parcel numbers (APN's) listed in **Schedule 1.7(t)** hereof (the "**Purchased Verity Holdings Assets**");

(u) except for the Excluded Assets, any other assets owned by such Seller (which are not otherwise specifically described above in this Section 1.7) that are primarily used in the operation of any Hospital; and

(v) all of Seton's interest in and to the PACE Obligations.

As used herein, the term "**Permitted Exceptions**" means (i) the Assumed Obligations; (ii) the PACE Obligations; (iii) liens for taxes not yet due and payable; (iv) easements, rights of way, zoning ordinances and other similar encumbrances affecting real property; (v) other imperfections of title or encumbrances which are not monetary in nature and that are not, individually or in the aggregate, material to the business of the Hospitals; and (vi) other imperfections of title or encumbrances that are expressly identified on **Schedule 1.7** hereof.

1.8 Excluded Assets. Notwithstanding anything to the contrary in Section 1.7, each Seller shall retain all interests, rights and other assets owned directly or indirectly by it (or any of such Seller's affiliates) which are not among the Assets, including, without limitation, the following interests, rights and other assets of such Seller (collectively, the "**Excluded Assets**"):

(a) cash, cash equivalents and short-term investments;

(b) all Seller Plans (defined below) and the assets of all Seller Plans and any asset that would revert to the employer upon the termination of any Seller Plan, including, without limitation, any assets representing a surplus or overfunding of any Seller Plan;

(c) all contracts, including, but not limited to, health plan contracts, that are not Assumed Contracts;

(d) all leases that are not Assumed Leases;

(e) the portions of Inventory, Prepaids, and other assets disposed of, expended or canceled, as the case may be, by such Seller after the Signing Date and prior to the Effective Time in the ordinary course of business;

(f) assets owned and provided by vendors of services or goods to the Hospital of such Hospital Seller;

(g) all of such Seller's organizational or corporate record books, minute books, tax returns, tax records and reports, data, files and documents, including electronic data related thereto;

(h) all claims, counterclaims and causes of action of such Seller or such Seller's bankruptcy estate (including parties acting for or on behalf of such Seller's bankruptcy estate, including, but not limited to, the official committee of unsecured creditors appointed in the Bankruptcy Cases), including, without limitation, causes of action arising out of any claims and causes of action under chapter 5 of the Bankruptcy Code and any related claims, counterclaims and causes of action under applicable non-bankruptcy law, and any rights to challenge liens asserted against property of such Seller's bankruptcy estate, including, but not limited to, liens attaching to the Purchase Price paid to such Seller, and the proceeds from any of the foregoing;

(i) all insurance policies and contracts and coverages obtained by such Seller or listing such Seller as insured party, a beneficiary or loss payee, including prepaid insurance premiums, and all rights to insurance proceeds under any of the foregoing, and all subrogation proceeds related to any insurance benefits arising from or relating to Assets prior to the Closing Date;

(j) all deposits made with any entity that provides Utilities to the Hospitals (the "**Utility Deposits**");

(k) all rents, deposits, prepayments, and similar amounts relating to any contract or lease that is not an Assumed Contract or Assumed Lease;

(l) all unclaimed property of any third party as of the Effective Time, including, without limitation, property which is subject to applicable escheat laws;

(m) all other bank accounts of such Seller not identified on **Schedule 1.7(q)**;

(n) all writings and other items that are protected from discovery by the attorney-client privilege, the attorney work product doctrine or any other cognizable privilege or protection;

(o) the rights of such Seller to receive mail and other communications with respect to Excluded Assets or Excluded Liabilities;

(p) all director and officer insurance;

(q) all tax refunds of such Seller;

(r) all documents, records, operating manuals and film pertaining to the Hospitals that the parties agree in writing that such Seller is required by law to retain; *provided, however*, that except as prohibited by Law and subject to ARTICLE 5, Purchaser shall have the right to make copies of any portions of such retained books and records that relate to the business of the Hospital as conducted before the Closing or that relate to any of the Assets;

(s) any rights or remedies provided to such Seller under this Agreement and each other document executed pursuant hereto in connection with the Closing;

(t) any (i) personnel files for employees of such Seller who are not hired by Purchaser; (ii) documents exclusively related to any Excluded Assets; and (iii) documents necessary to prepare tax returns (Purchaser shall be entitled to a copy of such documents). With respect to documents necessary to prepare cost reports, Purchaser shall receive the original document and such Seller shall be entitled to retain a copy of such documents for any period ending on or prior to the Closing Date;

(u) all deposits or other prepaid charges and expenses paid with respect to any other Excluded Assets;

(v) all promissory notes made by a Seller in favor of another Person and any interest thereupon;

(w) all pre-Closing settlements or settlements pursuant to adversary proceedings in the Bankruptcy Cases, including, without limitation, any proceedings identified in Section 1.8(h) or 1.8(y) (together with the items identified in Section 1.8(h) or 1.8(y), the "**Excluded Settlements and Actions**");

(x) except for the QAF VI Purchaser Net Payments and except as otherwise due to Purchaser under Section 1.12, all California Department of Health Care Services Hospital Quality Assurance Fee Program payments from the program period January 1, 2014 to December 31, 2016 (the "**QAF IV Program**"), all California Department of Health Care Services Hospital Quality Assurance Fee Program payments for the period January 1, 2017 to June 30, 2019 (the "**QAF V Program**"), and the QAF VI Seller Net Payments which means with respect to each Hospital, an amount equal to the product of: (i) all payments received or to be received by such Hospital under the QAF VI Program net of all payments made or required to be made by such Hospital in respect of the QAF VI Program including payments to the California Health Foundation & Trust; multiplied by the ratio of (ii) (x) the total number of days between July 1, 2019 and the Effective Time, divided by (y) 1096, which if such payments are received by the Purchaser after the Effective Time, shall be returned to Sellers within sixty (60) calendar days of receipt by Purchaser;

(y) (i) all rights, claims and causes of action of such Seller to the extent related to and/or to the extent arising out of the Accounts Receivable and rights to settlements and retroactive adjustments, if any, whether arising under a Seller Cost Report or otherwise, for any reporting periods ending on or prior to the Effective Time, whether open or closed, arising from or against the United States government under the terms of the Medicare program or TRICARE (formerly the Civilian Health and Medical Program of the Uniformed Services); and (ii) all of Sellers' right, title and interest in claims and causes of action or rights of recovery or set-off of every kind and character against third parties, including actions under Chapter 5 of the Bankruptcy Code; provided, however that nothing in this Section 1.8(y) shall be interpreted to diminish Purchaser's rights under Section 1.7(l);

(z) as referenced in Section 1.7(k), all Measure B trauma funding, whether received before or after the Effective Time, that are in connection with services provided for any period prior to the Effective Time. If such payments are received by Purchaser after the Effective Time, such payments shall be paid by Purchaser to Sellers within thirty (30) calendar days of receipt. To the extent any such payments relate to periods both prior to and after the Effective Time, Sellers' portion shall equal (1) the payment multiplied by the ratio of (2) (x) the total number of days between the beginning of the relevant service period and the Effective Time divided by (y) the total number of days in the service period the payment relates to. For example, if a future payment of $1,000 related to the service period of April 1, 2019 through June 30, 2019 was made after the Effective Time and the illustrative Closing Date was June 1, 2019, then Sellers' portion would be $681.32 ($1,000 x (62 days / 91 days));

(aa) all assets of Verity Holdings other than the Purchased Verity Holdings Assets, and all assets of any of the tenants located in the leased premises of the purchased Verity Holdings properties; and

(bb) any assets identified in **Schedule 1.8(bb)**.

1.9 Assumed Obligations. On the Closing Date, each Seller shall assign, and Purchaser shall assume and agrees to discharge, perform and satisfy fully, on and after the Effective Time, the following liabilities and obligations of such Seller and only the following liabilities and obligations (collectively, the "**Assumed Obligations**"):

(a) the Assumed Contracts and all liabilities of such Seller under the Assumed Contracts, including related Cure Costs;

(b) the Assumed Leases and all liabilities of such Seller under the Assumed Leases, including related Cure Costs;

(c) all liabilities and obligations arising out of or relating to any act, omission, event or occurrence connected with the use, ownership or operation by Purchaser of the Hospital or any of the Assets on or after the Effective Time;

(d) all accrued paid time off pay for Hired Employees up to a maximum of 300 hours per Hired Employee, specifically excluding any extended sick leave liabilities and obligations;

(e) all liabilities and obligations of such Seller related to the Hired Employees for periods following the Effective Time; *provided, however*, that Purchaser does not assume, and each such Seller shall remain fully and solely responsible for any duties, obligations or liabilities arising from or related to employment-related documentation required to be maintained by such Seller prior to the Effective Time, including but not limited to, documentation of I-9 compliance for the Hired Employees and any alternative work schedule compliance duties, obligations or liabilities that relate to the Hired Employees;

(f) all unpaid real and personal property taxes, if any, that are attributable to the Assets after the Effective Time, subject to the prorations provided in Section 1.6;

(g) all liabilities and obligations relating to Utilities being furnished to the Assets, subject to the prorations provided in Section 1.6;

(h) fifty percent (50%) of any documentary, sales and transfer tax liabilities of such Seller incurred as a result of the consummation of the transaction contemplated by this Agreement; and

(i) any other obligations and liabilities expressly identified in **Schedule 1.9(i)**.

1.10 Excluded Liabilities. Purchaser shall not assume or become responsible for any duties, obligations or liabilities of any Seller that are not assumed by Purchaser pursuant to the terms of this Agreement, the Bill of Sale, the Assumption Agreement or the Real Estate Assignment(s) (the "**Excluded Liabilities**"), and each Seller shall remain fully and solely responsible for all of such Seller's debts, liabilities, contract obligations, expenses, obligations and claims of any nature whatsoever related to the Assets or the Hospital unless assumed by Purchaser under this Agreement, or in the Bill of Sale, the Assumption Agreement or the Real Estate Assignment(s). For the avoidance of any doubt, Purchaser shall not assume or become responsible for (a) any QAF VI fees that become due and owing by the Hospitals prior to the Effective Time unless they relate to a service period on or after the Effective Time in which case Purchaser would be responsible for its pro rata portion (b) any alternative work schedule or I-9 compliance liabilities or obligations that relate to the period prior to the Effective Time and (c) any off-balance sheet liabilities, including but not limited to, any extended sick leave liabilities and obligations. The parties acknowledge and agree that Purchaser may offset any Excluded Liabilities incurred by Purchaser from any Hospital Quality Assurance Fee Program payments excluded under Section 1.8(x) which are received by Purchaser after the Effective Time.

1.11 Designation of Assumed Contracts and Assumed Leases.

(a) Except as provided in Section 1.11(a), all contracts and leases will be subject to evaluation by Purchaser for assumption or rejection (collectively "**Evaluated Contracts**"). Purchaser shall use Exhibit A (Parts 1, 2, 3 & 4) of the Executory Contracts and Unexpired Leases Subject to Assumption dated March 22, 2019 submitted by Strategic Global Management, Inc. in connection with the Bankruptcy Cases as its initial list of those Evaluated Contracts that Purchaser will agree to assume, and the Cure Costs amounts associated with such Evaluated Contracts will be included in the calculation of the "Minimum Qualified Bid" (as such term is defined in the Bidding Procedures Order). Not later than ten (10) days after the Signing Date, Sellers shall provide Purchaser the amounts that must be paid and all obligations that must be satisfied in order for Sellers to assign and Purchaser to assume such Evaluated Contracts. Not later than thirty (30) days prior to the Closing Date, Purchaser shall provide each Seller (i) an updated, final list of those Evaluated Contracts that Purchaser will agree to assume and have assigned to it by Seller effective as of the Effective Time, and (ii) a final list, signed and dated by Purchaser, of which Evaluated Contracts are to be rejected by such Seller (collectively, the "**Rejected Contracts**"). Sellers shall file such motions in the Bankruptcy Court and take such other actions as are reasonably necessary to ensure that final and non-appealable orders are entered (x) assuming and assigning the respective Assumed Contracts or Assumed Leases applicable to such Seller to Purchaser, and (y) rejecting the Rejected Contracts. With respect to each Assumed Lease, the applicable Seller shall execute and deliver to Purchaser an Assignment

and Assumption of Lease. Notwithstanding anything to the contrary set forth in this Agreement, the Rejected Contracts shall constitute part of the Excluded Assets pursuant to, and as defined in, this Agreement.

(b) At Closing and pursuant to an order of the Bankruptcy Court, each Seller will assume and immediately assign to Purchaser the leases of such Seller for Leased Real Property and the Tenant Leases.

1.12 Accounts Receivable Reconciliation. Sellers and Purchaser have mutually agreed that the target Accounts Receivable amount that will be transferred from Sellers to Purchaser as of the Effective Time ("**A/R Target Amount**") is One Hundred Thirty-Three Million Dollars ($133,000,000). Purchaser shall collect the Accounts Receivable during the ninety (90) day period immediately following the Closing Date (collectively, the "**Final A/R Collected**"), and within the thirty (30) day period thereafter, Purchaser shall provide Sellers an accounting of the Final A/R Collected. If the Final A/R Collected is more than the A/R Target Amount, then such excess amount shall be paid by Purchaser to Sellers within thirty (30) calendar days of Purchaser's delivery of the accounting of the Final A/R Collected to Sellers. If the Final A/R Collected is less than the A/R Target, then such deficit amount shall be paid by Sellers to Purchaser within thirty (30) calendar days of Purchaser's delivery of the accounting of the Final A/R Collected to Sellers. The parties acknowledge and agree that if such deficit amount is not paid by Sellers to Purchaser within the foregoing payment period, Purchaser may offset such deficit amount from any Hospital Quality Assurance Fee Program payments excluded under Section 1.8(x) which are received by Purchaser after the Effective Time.

1.13 Disclaimer of Warranties; Release.

(a) THE ASSETS TRANSFERRED TO PURCHASER WILL BE SOLD BY SELLERS AND PURCHASED BY PURCHASER IN THEIR PHYSICAL CONDITION AT THE EFFECTIVE TIME, "AS IS, WHERE IS AND WITH ALL FAULTS AND NONCOMPLIANCE WITH LAWS," WITH NO WARRANTIES (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, USAGE, WORKMANSHIP, QUALITY, PHYSICAL CONDITION, OR VALUE) OTHER THAN AS EXPRESSLY SET FORTH IN ARTICLE 2, AND ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED, AND WITH RESPECT TO THE LEASED REAL PROPERTY WITH NO WARRANTY OF HABITABILITY OR FITNESS FOR HABITATION, INCLUDING, WITHOUT LIMITATION, THE LAND, THE BUILDINGS AND THE IMPROVEMENTS. ALL OF THE TANGIBLE ASSETS SHALL BE FURTHER SUBJECT TO NORMAL WEAR AND TEAR AND NORMAL AND CUSTOMARY USE OF THE INVENTORY AND SUPPLIES IN THE ORDINARY COURSE OF BUSINESS UP TO THE EFFECTIVE TIME.

(b) Purchaser acknowledges that Purchaser will be examining, reviewing and inspecting all matters which in Purchaser's judgment bear upon the Assets, the Sellers, the Hospital, the business of the Hospital and their value and suitability for Purchaser's purposes, and Purchaser is relying solely on the representations and warranties of Sellers contained in ARTICLE 2 of this Agreement and Purchaser's own examination, review and inspection of the

Assets and Assumed Obligations. Purchaser further acknowledges that the representations and warranties of Sellers contained in ARTICLE 2 of this Agreement are the sole and exclusive representations and warranties made by Sellers to Purchaser (including with respect to the Hospitals, the Assets and the Assumed Obligations) and shall expire, and be of no further force or effect upon the date that is twenty (20) calendar days after the Signing Date (the period from the Signing Date until the date that is twenty (20) calendar days after the Signing Date, the "**Final Diligence Period**"), except that the Sale Order Date Representations shall expire, and be of no further force or effect upon entry of the Sale Order and Sellers shall not have any liability in respect of any breach thereof upon such respective dates.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller hereby represents, warrants and covenants to Purchaser, severally (and not jointly) with respect to such Seller that the following matters are true and correct as of the Signing Date and as of the last day of the Final Diligence Period, except as would not have a Material Adverse Effect (as defined below), and except as disclosed in the disclosure schedule, as may be amended pursuant to the terms of this Agreement (the "**Disclosure Schedule**"), *provided* that the representations and warranties set forth in Sections 2.1 (Authorization), 2.2 (Binding Agreement), 2.3 (Organization and Good Standing; No Violation), 2.6 (Compliance with Laws), 2.9 (Legal Proceedings), 2.11 (Title), 2.15 (Required Consents) and 2.18 (California Attorney General) (collectively, the "**Sale Order Date Representations**") shall also be made as of immediately prior to the entry of the Sale Order:

The term "**Material Adverse Effect**" means any event, change or occurrence that, individually or in the aggregate with other events, changes or occurrences, has had or would reasonably be expected to have, a material adverse effect on the financial condition, operation or Assets of the Hospitals in excess of Twenty Million Dollars ($20,000,000).

2.1 Authorization. Such Seller has full power and authority to enter into this Agreement and, subject to Bankruptcy Court approval, to perform its obligations hereunder and to consummate the transactions contemplated hereby. No governing board approvals or other internal consents are required in order for such Seller to perform its obligations and agreements hereunder, other than those which have been obtained or will be obtained prior to Closing.

2.2 Binding Agreement. This Agreement has been duly and validly executed and delivered by such Seller and, assuming due and valid execution by Purchaser, this Agreement constitutes a valid and binding obligation of such Seller enforceable in accordance with its terms subject to (a) applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect and (b) limitations on the enforcement of equitable remedies.

2.3 Organization and Good Standing; No Violation.

(a) Such Seller is a non-profit public benefit corporation duly organized, validly existing and in good standing under the laws of the State of California. Such Seller has

all necessary power and authority to own, operate and lease its properties and to carry on its businesses as now conducted.

(b) Neither the execution and delivery by such Seller of this Agreement nor the consummation of the transactions contemplated hereby by such Seller nor compliance with any of the provisions hereof by such Seller, will violate, conflict with or result in a breach of any material provision of the Articles of Incorporation, Bylaws or other organizational documents of such Seller.

2.4 Licenses. Sellers and the Hospitals have all Licenses from any government agency which are required by law to operate the Hospitals other than such Licenses the absence of which, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect. Sellers have delivered to Purchaser a list (**Schedule 2.4**) of all known Licenses owned or held by Sellers and the Hospitals relating to the ownership and operations of the Hospitals.

2.5 Medicare and Medi-Cal Participation. The Hospitals are qualified for participation in the Medicare and Medi-Cal programs, have current and valid provider contracts with the Medicare and Medi-Cal programs, are in compliance with the conditions of participation in such programs, except for instances of noncompliance that, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect upon the operation of the Hospitals. Since January 1, 2015, to the knowledge of Sellers, except as may be disclosed in **Schedule 2.5**, no Seller nor any of their affiliates have received any written notice from either the Medicare or Medi-Cal programs of any pending or threatened investigations or surveys. Sellers have provided or will provide to Purchaser complete and correct copies of the Hospitals' Medicare cost reports for the Hospitals' fiscal year ended on June 30, 2018, when available.

2.6 Compliance with Laws.

2.6.1 To the knowledge of Sellers, Sellers and their subsidiaries are in material compliance with all applicable laws, including the Health Care Laws and Environmental Laws, except for instances of noncompliance that, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect upon the operation of the Hospitals.

2.6.2 To the knowledge of Sellers, no action is pending or threatened or recommended by any government agency to terminate or decertify any participation of either Hospital in the Medicare, Medi-Cal or any other third party payor programs nor has there been any decision not to renew any provider agreement related to either Hospital, except as set forth on **Schedule 2.6.2(a)**. With the exception of deficiencies that are currently the subject of waiver and those of which are the subject of a plan of correction (each set forth on **Schedule 2.6.2(b)**), to the knowledge of Sellers, there are no material outstanding written notices of deficiencies or written notices of work orders of a material nature of any government agency having jurisdiction over either Hospital, including the Medicare and Medi-Cal programs.

2.6.3 To the knowledge of Sellers, all billing practices of each Hospital with respect to all third party payors, including the Medicare and Medi-Cal programs and private insurance companies, are in compliance in all material respects with all applicable laws, regulations and policies of such third party payors and the Medicare and Medi-Cal programs, except for instances of noncompliance that, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect upon the operation of the Hospitals. No Hospital has been excluded from participation in the Medicare or Medi-Cal program nor to the knowledge of Sellers is any such exclusion threatened. To the knowledge of Sellers, no employee or independent contractor of Sellers or the Hospitals (whether an individual or entity) has been excluded from participating in any federal health care program (as defined in 42 U.S.C. § 1320a-7b(f)), except as set forth on **Schedule 2.6.3**. To the knowledge of Sellers, none of the officers, directors or managing employees (as such term is defined in the Medicare Program Integrity Manual) of Sellers has been excluded from participation in the Medicare or Medicaid programs or been subject to sanction pursuant to 42 U.S.C. § 1320a-7a or 1320a-8 or been convicted of a crime described at 42 U.S.C. § 1320a-7b.

2.6.4 To the knowledge of Sellers, none of the officers, directors or managing employees (as such term is defined in the Medicare Program Integrity Manual) of Sellers is now or has in the past been subject to or bound by a corporate integrity agreement with the United States Department of Health and Human Services Office of the Inspector General or other similar agreement (*e.g.*, deferred prosecution agreement) with any government agency.

2.6.5 As used herein, "**Health Care Laws**" means all laws applicable to health care providers and facilities; federal and state health care program conditions of participation, standards, policies, rules, procedures and other requirements; and accreditation standards of any applicable accrediting organization, including the federal (Title XIX of the Social Security Act) and state Medicaid programs and their implementing regulations, the Medicare Program (Title XVIII of the Social Security Act) and its implementing regulations, the federal False Claims Act (31 U.S.C. §§3729 *et seq.*), the Federal Health Care Program Anti-Kickback Statute (42 U.S.C. §1320a 7b(b)), the Federal Physician Self-Referral Law (42 U.S.C. §1395nn), the Federal Administrative False Claims Law (42 U.S.C. §1320a 7b(a)), the Beneficiary Inducement Statute (42 U.S.C. §1320a-7a(a)(5)), the HIPAA and the HIPAA Privacy Rule, the HIPAA Security Rule and the HIPAA Standards for Transactions and Code Sets (42 U.S.C. 1320d 1329d 8; 45 CFR Parts 160 and 164), the Health Information Technology for Economic and Clinical Health Act (Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (Feb. 17, 2009)), the federal Confidentiality of Alcohol and Drug Abuse Patient Records Act (42 U.S.C. 290ee 3), the Rehabilitation Act, the Americans with Disabilities Act, the Occupational Safety and Health Administration statutes and regulations for blood borne pathogens and workplace risks, and any state and local laws and the regulations promulgated pursuant to such laws, that address the same or similar subject matter.

2.6.6 As used herein, "**Environmental Laws**" means all laws relating to: (a) the control of any potential pollutant or protection of the ambient air, indoor air, groundwater, drinking water, storm water, waste water, wetlands, surface or subsurface soil or land; (b) solid, gaseous or liquid waste generation, handling, treatment, storage, disposal, arrangement for disposal or transportation; (c) exposure to hazardous, toxic or other substances alleged to be harmful; and (d) worker health and safety, and includes without limitation, (i) judicial,

administrative, or other regulatory decrees, judgments, and orders of any government agency, and (ii) the following statutes and the regulations promulgated thereunder: the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, the Superfund Amendments and Reauthorization Act, 42 U.S.C. § 11011 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, the Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*, the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*, CERCLA, OSHA, the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*, and any other state, county, or local regulations similar thereto.

2.7 Contracts. Except as set forth in **Schedule 2.7**, upon entry of the Sale Order and Purchaser's payment of the Cure Costs, Seller is not in material breach or default of the Assumed Contracts or Assumed Leases. No provision of this Section 2.7 shall apply to any failure to obtain consents to the assignment of the Assumed Contracts and Assumed Leases from third parties to the Assumed Contracts and Assumed Leases for which consent is required to assign the Assumed Contracts and Assumed Leases to Purchaser (the "**Contract and Lease Consents**").

2.8 Brokers and Finders. Except as set forth on **Schedule 2.8**, neither such Seller nor any affiliate thereof, nor any officer or director thereof, have engaged or incurred any liability to any finder, broker or agent in connection with the transactions contemplated hereunder.

2.9 Legal Proceedings. Except as described on **Schedule 2.9**, and except for any and all cases and/or pleadings filed or to be filed in the Bankruptcy Court, which shall be available through Sellers' claims and noticing agent's website at, to the knowledge of Sellers, there are no material claims, proceedings or investigations pending or threatened with respect to the ownership of the Assets or the operation of the Hospitals or the Hospitals by Sellers before any governmental authority. Except as set forth on **Schedule 2.9**, and other than any action or proceeding brought in the Bankruptcy Court, to the knowledge of Sellers, Sellers are not subject to any government order with respect to the ownership or operation by Sellers of the Hospitals or the other Assets or the Hospitals and are in substantial compliance with respect to each such government order.

2.10 Seller Knowledge. References in this Agreement to "Seller's knowledge or "the knowledge of Seller" means the actual knowledge of the Chief Executive Officer or Chief Financial Officer of the applicable Seller, without independent research. No constructive or imputed knowledge shall be attributed to any such individual by virtue of any position held, relationship to any other Person or for any other reason.

2.11 Title. Prior to the Signing Date, Sellers have delivered at their own expense (i) for all the Owned Real Property preliminary title reports issued by First American Title Company (the "**Title Commitments**"), (ii) for all of the Owned Real Property all underlying title documents listed on the Title Commitments (the "**Underlying Title Documents**"), and (iii) for all of the Hospitals an as-built ALTA Surveys prepared by Commercial Due Diligence Services (the "**Surveys**," and collectively with the Title Commitment and the Underlying Title Documents, the "**Title Documents**").

2.12 Personnel. **Schedule 2.12** sets forth a complete list (as of the date set forth therein) of names, positions and current annual salaries or wage rates and scheduled bonus, and

the accrued paid time off pay of all employees of Sellers (including employees of the Hospitals and employees of Verity Health and Verity Holdings) immediately prior to the Signing Date, whether such employees are full time employees, part-time employees, on short-term or long-term disability or on leave of absence pursuant to Sellers's policies, the Family and Medical Leave Act of 1993 or other similar Legal Requirements (the "**Hospital Employees**") and indicating whether the Hospital Employee is full- time or part-time. Sellers shall update **Schedule 2.12(a)** to reflect changes in employment status or new hires and terminations occurring after the Signing Date by providing a revised schedule to Purchaser no later than five (5) business days before the date scheduled for the Closing.

2.13 Accounts Receivable. To the knowledge of Sellers, all Accounts Receivable included in the Assets at Closing result from the bona fide provision of products or services in the ordinary course of business. All Sellers Accounts Receivable are currently deposited, either electronically or manually, into the bank accounts listed on **Schedule 2.13**.

2.14 Employee Benefits. **Schedule 2.14(a)** contains a list of (i) each pension, profit sharing, bonus, deferred compensation, or other retirement plan or arrangement of Sellers with respect to the operation of the Hospitals, whether oral or written, which constitutes an "employee pension benefit plan" as defined in Section 3(2) of ERISA, (ii) each medical, health, disability, insurance or other plan or arrangement of Sellers with respect to the operation of the Hospitals, whether oral or written, which constitutes an "employee welfare benefit plan" as defined in Section 3(1) of ERISA, and (iii) each other employee benefit or perquisite provided by Sellers with respect to the operation of the Hospital, in which any employee of Sellers participate in his capacity as such (collectively, the "**Seller Plans**").

2.15 Required Consents. Except as set forth in **Schedule 2.15**, and other than in connection with any Licenses, any provider agreements (including any such agreements with a governmental authority), the CA AG (defined below) and any collective bargaining agreement, Sellers are not a party to or bound by, nor are any of the Assets subject to, any mortgage, or any material lien, deed of trust, material lease, or material contract or any material order, judgment or decree which, after giving effect to the Sale Order (a) will require the consent of any third party to the execution of this Agreement or (b) will require the consent of any third party to consummate the transactions contemplated by this Agreement.

2.16 Financial Statements. Attached hereto as **Schedule 2.16** are true and complete copies of the audited financial statements of each Seller with respect to the operation of the Hospitals for 2016 and 2017, and unaudited financial statements of each Seller for the period from July 1, 2017 through June 30, 2018 and July 1, 2018 through January 31, 2019 (collectively, the "**Financial Statements**"). The Financial Statements are true, complete, and correct in all material respects, and present fairly and accurately the financial condition of the Hospitals and the results of their operations at the dates and for the periods indicated. Except as set forth on **Schedule 2.16**, from the Signing Date to the Effective Time:

2.16.1 No Seller has in connection with the Hospitals sold, assigned, or otherwise transferred or disposed of any material property, plant, equipment, Asset or any portion of the Hospitals, except in the ordinary course of business;

2.16.2 There has not occurred any damage, destruction, or loss, whether or not covered by insurance, of any of the tangible Assets, ordinary wear and tear excepted, in an amount which exceeds Two Hundred Thousand Dollars ($200,000), or which materially and adversely affects the ability of any Seller to continue to conduct the Hospitals in all material respects as such businesses were conducted immediately prior to the Signing Date; and

2.16.3 No Seller in connection with the Hospitals has cancelled or waived any material rights in respect of any of the Assets, except in the ordinary course of business.

2.17 Leased Personal Property. Except as set forth on **Schedule 2.17**, the material leases of tangible personal property that is used by any Seller in the operation of the Hospitals, including equipment, furniture, machinery, vehicles and office furnishings have not been modified, amended, or assigned by the applicable Seller and are legally valid.

2.18 California Attorney General. Sellers have made available to Purchaser copies of all annual reports to the Office of the Attorney General of the State of California, as well as all other material correspondence to and from the Office of the Attorney General of the State of California, in each case, in the past three (3) years pertaining to the Hospitals.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF PURCHASER

As an inducement to Sellers to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Purchaser hereby represents, warrants and covenants to Sellers as to the following matters are true and correct as of the Signing Date and as of the Effective Time:

3.1 Authorization. Purchaser has full power and authority to enter into this Agreement and has full power and authority to perform its obligations hereunder and to carry out the transactions contemplated hereby. No additional internal consents are required in order for Purchaser to perform its obligations and agreements hereunder.

3.2 Binding Agreement. This Agreement has been duly and validly executed and delivered by Purchaser and, assuming due and valid execution by Sellers, this Agreement constitutes a valid and binding obligation of Purchaser enforceable in accordance with its terms subject to (a) applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect and (b) limitations on the enforcement of equitable remedies.

3.3 Organization and Good Standing. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, is duly authorized to transact business in the State of California, and has all necessary power and authority to own, operate and lease its properties and to carry on its business as now conducted.

3.4 No Violation. Neither the execution and delivery by Purchaser of this Agreement nor the consummation of the transactions contemplated hereby by Purchaser nor compliance with any of the material provisions hereof by Purchaser will (a) violate, conflict with or result in

a breach of any material provision of the Articles of Incorporation, Bylaws or other organizational documents of Purchaser or any contract, lease or other instrument by which Purchaser is bound, (b) require any approval or consent of, or filing with, any governmental agency or authority, (c) violate any law, rule, regulation, or ordinance to which Purchaser is or may be subject, or (d) violate any judgment, order or decree of any court or other governmental agency or authority to which Purchaser is subject.

3.5 Brokers and Finders. Neither Purchaser nor any affiliate thereof nor any officer or director thereof has engaged any finder or broker in connection with the transactions contemplated hereunder.

3.6 Legal Proceedings. Except as described on **Schedule 3.6**, there are no claims, proceedings or investigations pending or, to the best knowledge of Purchaser, threatened relating to or affecting Purchaser or any affiliate of Purchaser before any court or other governmental authority in which an adverse determination would materially adversely affect the properties, business condition (financial or otherwise) of Purchaser or any affiliate of Purchaser or which would adversely affect Purchaser's ability to consummate the transactions contemplated hereby. Neither Purchaser nor any affiliate of Purchaser is subject to any court order or other government order applicable to Purchaser or any affiliate of Purchaser which materially adversely affects the condition (financial or otherwise), operations or business of Purchaser or any affiliate of Purchaser or which would adversely affect Purchaser's ability to consummate the transactions contemplated hereby.

3.7 Ability to Perform. Purchaser has the ability to obtain funds in cash in amounts equal to the Purchase Price by means of credit facilities or otherwise and will at the Closing have immediately available funds in cash, which are sufficient to pay the Purchase Price and to pay any other amounts payable pursuant to this Agreement and to consummate the transactions contemplated by this Agreement.

3.8 Purchaser's Knowledge. References in this Agreement to "Purchaser's knowledge" or "the knowledge of Purchaser" means the actual knowledge of the Chief Executive Officer or Chief Financial Officer of Purchaser, without independent research. No constructive or imputed knowledge shall be attributed to any such individual by virtue of any position held, relationship to any other Person or for any other reason.

ARTICLE 4

COVENANTS OF SELLERS

4.1 Access and Information; Inspections.

4.1.1 From the Signing Date through the Effective Time, (a) each Seller shall afford to the officers and agents of Purchaser (which shall include accountants, attorneys, bankers and other consultants and authorized agents of Purchaser) reasonable access during normal business hours at Seller's corporate headquarters in El Segundo, California to, and the right to inspect, the books, accounts, records and all other relevant documents and information with respect to the assets, liabilities and business of the Hospital of such Seller and the plant and

property of the Hospital of such Seller at the Hospital of such Seller and (b) each Seller shall furnish Purchaser with such additional financial and operating data and other information in such Seller's possession as to businesses and properties of the Hospital of such Seller as Purchaser or its representatives may from time to time reasonably request; *provided, however*, that such Seller is not obligated to disclose information which is proprietary to such Seller and would not be essential to the ongoing operation of the Hospital of such Seller by Purchaser; *provided, further*, that all disclosures of information shall be consistent with the confidentiality agreements and any other non-disclosure agreements entered into (or to be entered into) among Purchaser, its representatives and such Seller. Purchaser's right of access and inspection shall be exercised in such a manner as not to interfere unreasonably with the operations of any Seller or the Hospital.

4.1.2 Notwithstanding anything contained herein, no Seller shall be required to provide Purchaser or its representatives or agents access to or disclose information where such access or disclosure would violate the rights of its patients, jeopardize the attorney-client or similar privilege with respect to such information or contravene any law, judgment, fiduciary duty or contract entered into prior to or on the date of this Agreement with respect to such information.

4.2 Cooperation.

4.2.1 Each Seller shall reasonably cooperate with Purchaser and its authorized representatives and attorneys: (a) in Purchaser's efforts to obtain all consents, approvals, authorizations, clearances and licenses required to carry out the transactions contemplated by this Agreement (including, without limitation, those of governmental and regulatory authorities) or which Purchaser reasonably deems necessary or appropriate, (b) in the preparation of any document or other material which may be required by any governmental agency as a predicate to or result of the transactions contemplated in this Agreement, and (c) in Purchaser's efforts to effectuate the assignment of Assumed Contracts and Assumed Leases to Purchaser as of the Closing Date. Except as may be otherwise requested by a Seller in order to comply with applicable law or regulatory guidance, notwithstanding anything contained herein, other than Bankruptcy Court orders and authorizations and Sellers' obligations under Section 8.8, it shall be Purchaser's sole responsibility (including payment of any fees, expenses, filings costs or other amounts) to obtain the Contract and Lease Consents, as well as all governmental consents, approvals, assignments, authorizations, clearances and licenses required to (x) carry out the transactions contemplated by this Agreement, including but not limited to medical licenses, and/or (y) transfer any of the Assets, including any Licenses. To the extent Purchaser needs certain information and data which is in the possession of a Seller in order for Purchaser to complete Purchaser's license and permit approval applications, Purchaser shall receive, upon request, reasonable assistance from such Seller in connection with the provision of such information.

4.2.2 Notwithstanding any provision to the contrary contained in this Agreement (including Section 8.8), no Seller shall be obligated to obtain the approval or consent to the assignment, to Purchaser, of any Assumed Contracts or Assumed Leases, from any party to any of the Assumed Contracts or Assumed Leases even if any such contract or lease states that it is not assignable without such party's consent.

4.3 Other Bidders. Purchaser expressly acknowledges and agrees that each Seller has an obligation to seek out and determine the best and highest offer reasonably available for such Seller's assets in accordance with the Bankruptcy Code, and nothing herein shall amend, modify, alter, diminish or affect such obligation.

4.4 Sellers' Efforts to Close. Each Seller shall use its reasonable commercial efforts to satisfy all of the conditions precedent set forth in ARTICLE 7 and ARTICLE 8 to its or Purchaser's obligations under this Agreement to the extent that such Seller's action or inaction can control or materially influence the satisfaction of such conditions; *provided, however*, that such Seller shall not be required to pay or commit to pay any amount to (or incur any obligation in favor of) any person (other than filing or application fees).

4.5 Termination Cost Reports. Each Seller shall file all Medicare, Medi-Cal and any other termination cost reports required to be filed as a result of the consummation of (a) the transfer of the Assets of such Seller to Purchaser and (b) the transactions contemplated by this Agreement with respect to such Seller. Purchaser shall permit each Seller access to all Hospital books and records to prepare such reports and shall assist such Seller in the process of preparing, filing, and reviewing the termination cost reports. All such termination cost reports shall be filed by the applicable Seller in a manner that is consistent with current laws, rules and regulations. Each Seller shall be responsible for filing governmental cost reports for the period of January 1, 2019 through the Closing Date. Purchaser shall be responsible for its own cost report filings relating to the Hospitals beginning on the day immediately following the Effective Time.

4.6 Consulting Agreement. In an effort to support the Hospitals, their mission and long-term success, if Purchaser is the successful bidder at the auction for the Assets conducted pursuant to the Bankruptcy Case in connection with the Bidding Procedures Order, the parties shall establish a consulting arrangement, whereby Purchaser would provide services to the Hospitals for the period prior to the Closing Date, including but not limited to, services to facilitate the Hospitals' compliance with the seismic retrofitting requirements under the Alfred E. Alquist Hospital Facilities Seismic Safety Act by the existing compliance deadline of July 1, 2022. Sellers shall not unreasonably delay or deny approval for any plans and actions proposed by Purchaser during the term of such consulting agreement to (a) assist the Hospitals in meeting the foregoing seismic compliance deadline of July 1, 2022, (b) stabilize and improve the operations of the Hospitals or (c) develop and implement turnaround plans for the long-term viability of the Hospitals. Any consulting agreement shall be acceptable to Verity Health's Board of Directors, in its reasonable discretion, and if required, approved by the Bankruptcy Court and/or by the California State Attorney General.

4.7 Contract with Unions. Representatives of Sellers who are parties to collective bargaining agreements and Purchaser shall meet and confer from time to time as reasonably requested by either party to discuss strategic business options and alternative approaches in negotiating each collective bargaining agreement. The applicable Sellers and Purchaser shall each participate in all union negotiations related to any specific collective bargaining agreement. Promptly following the Signing Date, applicable Sellers shall use commercially reasonable efforts to initiate discussions with Purchaser and conduct discussions to renegotiate each collective bargaining agreement currently in effect with each applicable union. The applicable Sellers will not unreasonably withhold, condition or delay approval or implementation of any

successfully renegotiated collective bargaining agreement. The parties recognize that an applicable Seller's failure to secure a modification to any collective bargaining agreement, or to conclude a successor collective bargaining agreement shall not be a breach of Sellers' obligation under this Agreement, *provided* that if the unions refuse to negotiate, or otherwise are not timely, reasonable or realistic in renegotiating, the collective bargaining agreements during the period between the Signing Date and the Closing Date, Sellers and Purchaser will jointly consider, and negotiate mutually in good faith, alternative approaches that may be available and/or necessary to reduce Sellers' labor cost structure, including, but not limited to, seeking to reject the collective bargaining agreement(s).

4.8 Conduct of Business. From the Signing Date until the Closing, or the earlier termination of this Agreement, without the prior written consent of Purchaser, Sellers shall, with respect to the ownership of the Assets and the operation of the Hospitals, use commercially reasonable efforts to:

(a) carry on Sellers' ownership of the Assets and the operation of the Hospitals in a manner materially consistent with past practice, but subject to the Bankruptcy Cases and Sellers' obligations and actions in connection therewith;

(b) maintain in effect the insurance and equipment replacement coverage with respect to the Assets;

(c) if and as permitted by the Bankruptcy Court, pay any bonuses payable under the Key Employee Retention Plan and Key Employee Incentive Plan of Sellers;

(d) maintain the Assets in materially the same condition as at present, ordinary wear and tear excepted;

(e) perform its material obligations under all contracts with respect to the Assets in compliance with the Bankruptcy Code;

(f) following entry of the Sale Order, permit and allow reasonable access by Purchaser and its representatives (which shall include the right to send written materials, all of which shall be subject to Sellers' reasonable approval prior to delivery) to make offers of post-Closing employment to any of Sellers' personnel (including access by Purchasers and their representatives for the purpose of conducting open enrollment sessions for Purchasers' employee benefit plans and programs) and to establish relationships with physicians, medical staff and others having business relations with Sellers;

(g) with respect to material deficiencies, if any, cited by any governmental authority (other than the Attorney General of the State of California and other than with respect to Seismic requirements) or accreditation body in the most recent surveys conducted by each, cure or develop and timely implement a plan of correction that is acceptable to such governmental authority or such accreditation body;

(h) timely file or cause to be filed all material reports, notices and tax returns required to be filed and pay all required taxes as they come due;

(i) comply in all material respects with all material Legal Requirements (including Environmental Laws) applicable to the conduct and operation of the Hospitals; and

(j) maintain all material approvals, permits and environmental permits relating to the Hospitals and the Assets.

4.9 Phase I Site Assessments. As soon as available, Sellers shall deliver to Purchaser Phase I environmental site assessments of the Owned Real Property and the Leased Real Property. The costs of the Phase I environmental site assessments shall be borne by Sellers.

4.10 Accounts Receivable Collection. With respect to the collection of accounts receivable, including but not limited to accounts assigned or transferred to third parties for collection, there shall be no write-off or other release of amounts due, except for (i) classifying such accounts receivable as bad debt reserves in the ordinary course of business, (ii) as required by existing contracts, (iii) with respect to patients, ordinary course recoupment and refunding of overpayments, (iv) implementation of Sellers' existing patient assistance and forgiveness policies, and (v) actions in the Bankruptcy Court in respect of the accounts receivable listed in **Schedule 4.10** hereto.

4.11 Sale Free and Clear. Sellers acknowledge and agree that on the Closing Date, to the fullest extent permitted under applicable law, the Assets shall be transferred to Purchaser free and clear of all claims, liens and liabilities, in accordance with Section 363(f) of the Bankruptcy Code.

ARTICLE 5

COVENANTS OF PURCHASER

5.1 Purchaser's Efforts to Close. Purchaser shall use its reasonable commercial efforts to satisfy all of the conditions precedent set forth in ARTICLE 7 and ARTICLE 8 to its or Sellers' obligations under this Agreement to the extent that Purchaser's action or inaction can control or materially influence the satisfaction of such conditions.

5.2 Required Governmental Approvals. Purchaser, at its sole cost and expense (a) shall use its reasonable commercial efforts to secure, as promptly as practicable before the Closing Date, all material consents, approvals (or exemptions therefrom), authorizations, clearances and licenses required to be obtained from governmental and regulatory authorities in order to carry out the transactions contemplated by this Agreement and to cause all of its covenants and agreements to be performed, satisfied and fulfilled, and (b) will provide such other information and communications to governmental and regulatory authorities as any Seller or such authorities may reasonably request. Except for any filings required by Law or under this Agreement to be submitted to governmental authorities by Seller in order to carry out the transactions contemplated by this Agreement, Purchaser is responsible for all other filings with and requests to governmental authorities necessary to enable Purchaser to operate the Hospital at and after the Effective Time. Purchaser shall, promptly, but no later than thirty (30) business days after the entry of the Sale Order or sooner if required by applicable governmental or regulatory authorities, file all such applications, licensing packages and other similar documents

with all applicable governmental and regulatory authorities which are a prerequisite to obtaining the material licenses, permits, authorizations and provider numbers described in Section 8.1. Purchaser shall be entitled, but not obligated, to obtain the Contract and Lease Consents. Purchaser shall be entitled, but not obligated, to solicit and obtain estoppel certificates from any third party to any Leased Real Property. Purchaser's failure to obtaining any or all of the Contract and Lease Consents or estoppel certificates as of the Closing Date shall not be a condition precedent to either party's obligation to close the transactions contemplated by this Agreement.

5.3 Certain Employee Matters.

(a) Subject to Purchaser's standard hiring, pay and benefit practices, policies and procedures, Purchaser agrees to offer employment, effective as of the Effective Time, to substantially all persons (whether such persons are full time employees, part-time employees, on short-term or long-term disability or on leave of absence, military leave or workers compensation leave) (the "**Hospital Employees**") who, immediately prior to the Effective Time are: (i) employees of any Seller; (ii) employees of any affiliate of any Seller which employs individuals at the Hospital and are listed on **Schedule 5.3**; or (iii) employed by an affiliate of any Seller and are listed on **Schedule 5.3**. For the avoidance of doubt, the Hospital Employees shall not include any employees of any affiliate of Sellers unless such individual is listed on **Schedule 5.3**. Any of the Hospital Employees who accept an offer of employment with Purchaser as of or after the Effective Time shall be referred to in this Agreement as the "**Hired Employees**." All employees who are Hired Employees shall cease to be employees of the applicable Seller or its affiliates as of the Effective Time.

(b) Hospital Employees that become Hired Employees in accordance with Section 5.3(a) shall cease to be employees of Seller, and shall be removed from Seller's payroll. Seller shall timely make or cause to be made by Seller's affiliates appropriate distributions to, or for the benefit of, all of such Hired Employees in respect of the Seller Plans which are in force and effect with respect to such Hired Employees in accordance with ERISA, the Code, and the terms and conditions of the Seller Plans; *provided, however*, no such distribution shall be required to the extent it is among the Assumed Obligations.

(c) Purchaser shall give all Hired Employees full credit for paid time off pay to such employees as of the Closing Date, up to a maximum of 300 hours per Hired Employee, either by (i) crediting such employees the time off reflected in the employment records of the applicable Seller and/or any of its affiliates immediately prior to the Effective Time or (ii) by making full payments to such employees of the amounts which such employees would have received had they taken such paid time off.

(d) Seller shall be responsible to provide continuation coverage pursuant to the requirements of Code Section 4980B and Part 6 of Title I of ERISA ("COBRA Coverage") with respect to the Hospital Employees (and their dependents) whose qualifying event occurred prior to the date on which the Hospital Employees become Hired Employees. Purchaser shall be responsible to provide COBRA Coverage with respect to each of the Hospital Employees (and their dependents) whose qualifying event occurs on or after the date on which the Hospital Employees become Hired Employees

(e) After the Closing Date, Purchaser's human resources department will give reasonable assistance to each Seller and its affiliates with respect to such Seller's and such Seller's affiliates' post-Closing administration of such Seller's and such Seller's affiliates' pre-Closing employee benefit plans for the Hospital Employees. Within five (5) days after the Closing Date, Purchaser shall provide to each Seller a list of all the Hospital Employees who were offered employment by Purchaser but refused such employment along with a list of all Hired Employees.

(f) With respect to any collective bargaining agreements or labor contract with respect to any employees, Purchaser shall comply with the applicable laws and bankruptcy court orders relating to collective bargaining agreements or labor contracts and the provisions of Section 4.7, hereof.

(g) The provisions of this Section 5.3 are solely for the benefit of the parties to this Agreement, and no employee or former employee or any other individual associated therewith or any employee benefit plan or trustee thereof shall be regarded for any purpose as a third party beneficiary of this Agreement, and nothing herein shall be construed as an amendment to any employee benefit plan for any purpose.

5.4 Excluded Assets. As soon as practicable after the Closing Date, Purchaser shall deliver to each Seller or such Seller's designee any Excluded Assets of such Seller found at the Hospital on and after the Effective Time, without imposing any charge on any Seller for Purchaser's storage or holding of same on and after the Effective Time.

5.5 Waiver of Bulk Sales Law Compliance. Purchaser hereby waives compliance by Sellers with the requirements, if any, of ARTICLE 6 of the Uniform Commercial Code as in force in any state in which the Assets are located and all other laws applicable to bulk sales and transfers.

5.6 Attorney General. Promptly after entry of the Sale Order, each Seller and Purchaser shall cooperate in obtaining, any required review and consent by the California Attorney General (the "**CA AG**") to the sale of the Assets to Purchaser in accordance with this Agreement and the Sale Order pursuant to Title 11, Chapter 15, Section 999.5 of the California Code of Regulations, including without limitation, jointly preparing and submitting to the CA AG a notice of the transactions contemplated by this Agreement within ten (10) calendar days after entry of the Sale Order and jointly participating in any required or requested Attorney General or public meetings. The cost and expense for any notices and other filings with the CA AG shall (a) be borne equally by Purchaser and Sellers for the first Five Hundred Thousand Dollars ($500,000) of such cost and expense, and (b) thereafter, such cost and expense in excess of Five Hundred Thousand Dollars ($500,000) shall be borne solely by Purchaser.

5.7 Conduct Pending Closing. Prior to consummation of the transactions contemplated hereby or the termination or expiration of this Agreement pursuant to its terms, unless Sellers shall otherwise consent in writing, Purchaser shall not take any action or fail or omit to take any action which would cause any of Purchaser's representations and warranties set forth in ARTICLE 3 to be inaccurate or untrue as of the Closing in any material manner.

5.8 Cure Costs. Purchaser, upon assumption, shall pay the Cure Costs for each Assumed Contract and Assumed Lease so that each such Assumed Contract and Assumed Lease may be assumed by the applicable Seller and assigned to Purchaser in accordance with the provisions of section 365 of the Bankruptcy Code. For purposes of this Agreement, "**Cure Costs**" means all amounts that must be paid and all obligations that otherwise must be satisfied, including pursuant to Sections 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the assumption and/or assignment of the Assumed Contracts and Assumed Leases to Purchaser as provided herein.

5.9 Contract with Unions. Representatives of Sellers who are parties to collective bargaining agreements and Purchaser shall meet and confer from time to time as reasonably requested by either party to discuss strategic business options and alternative approaches in negotiating each collective bargaining agreement. The applicable Sellers and Purchaser shall each participate in all union negotiations related to any specific collective bargaining agreement. Promptly following the Signing Date, applicable Sellers shall use commercially reasonable efforts to initiate discussions with Purchaser and conduct discussions to renegotiate each collective bargaining agreement currently in effect with each applicable union. The applicable Sellers will not unreasonably withhold, condition or delay approval or implementation of any successfully renegotiated collective bargaining agreement. The parties recognize that an applicable Seller's failure to secure a modification to any collective bargaining agreement, or to conclude a successor collective bargaining agreement shall not be a breach of Sellers' obligation under this Agreement, *provided* that if the unions refuse to negotiate, or otherwise are not timely, reasonable or realistic in renegotiating, the collective bargaining agreements during the period between the Signing Date and the Closing Date, Sellers and Purchaser will jointly consider, and negotiate mutually in good faith, alternative approaches that may be available and/or necessary to reduce Sellers' labor cost structure, including, but not limited to, seeking to reject the collective bargaining agreement(s).

5.10 Operating Covenant. Purchaser shall act in good faith and use Purchaser's commercially reasonable efforts to serve the medical needs of each Hospital's service area.

5.11 HSR Filing. Purchaser and each Seller will as promptly as practicable, and in any event no later than five (5) business days after the date of the Sale Order, file with the Federal Trade Commission and the Department of Justice the notification and report forms required for the transactions contemplated hereby and any supplemental information that may be reasonably requested in connection therewith pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "**HSR Act**"), which notification and report forms and supplemental information will comply in all material respects with the requirements of the HSR Act. Purchaser shall pay all filing fees required with respect to the notification, report and other requirements of the HSR Act. Each of Purchaser and Sellers shall furnish to the other such information and assistance as the other shall reasonably requires in connection with the preparation and submission to, or agency proceedings by, any governmental authority under the HSR Act, and each of Purchaser and Sellers shall keep the other promptly apprised of any communications with, and inquires or requests for information from, such governmental authorities.

5.12 Financing Assistance. Between the date of the Sale Order and the Closing Date, Purchaser shall work with Sellers to coordinate and facilitate Sellers' procurement of financing of up to Fifty Million Dollars ($50,000,000) through Ally Bank or another bank or financial institution if there is an anticipated deficit of Sellers' funds necessary to repay Sellers' Series 2005 bond commitments after the Effective Time.

ARTICLE 6

SELLERS' BANKRUPTCY AND BANKRUPTCY COURT APPROVAL

6.1 Bankruptcy Court Approval.

(a) Sellers and Purchaser acknowledge that this Agreement and the sale of the Assets and the assumption and assignment of the Assumed Contracts and Assumed Leases are subject to Bankruptcy Court approval.

(b) Each Seller shall at the Sale Hearing exercise reasonable efforts to obtain a "Sale Order" approving this Agreement. For purposes of this Agreement, the term "**Sale Order**" shall mean an order of the Bankruptcy Court authorizing the sale of the Assets (including the assumption and assignment of the Assumed Contracts and Assumed Leases) to Purchaser free and clear of all liens, claims and encumbrances other than the Permitted Exceptions and the Assumed Contracts and Assumed Leases and, solely with respect to Seton, the transfer of real property subject to the PACE Special Assessment, pursuant to Bankruptcy Code Section 363(f), all consistent with this Agreement and in a form reasonably satisfactory to Purchaser.

(c) Each Seller agrees to proceed in good faith to obtain Bankruptcy Court approval of the sale contemplated herein with a determination that Purchaser is a good faith purchaser pursuant to Bankruptcy Code Section 363(m) and to file such declarations and other evidence as may be required to support a finding of good faith.

(d) Each Seller shall seek an order from the Bankruptcy Court retaining jurisdiction over all matters relating to claims against such Seller as debtor solely in the Bankruptcy Court.

6.2 Appeal of Sale Order. In the event an appeal is taken or a stay pending appeal is requested from the Sale Order, Sellers shall immediately notify Purchaser of such appeal or stay request and shall provide to Purchaser promptly a copy of the related notice of appeal or order of stay. Sellers shall also provide Purchaser with written notice of any motion or application filed in connection with any appeal from either of such orders. In the event of an appeal of the Sale Order, Sellers shall be primarily responsible for drafting pleadings and attending hearings as necessary to defend against the appeal.

ARTICLE 7

CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS

Sellers' obligation to sell the Assets and to close the transactions as contemplated by this Agreement shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date unless specifically waived in writing by Sellers in whole or in part at or prior to the Closing:

7.1 Signing and Delivery of Instruments. Purchaser shall have executed and delivered all documents, instruments and certificates required to be executed and delivered pursuant to the provisions of this Agreement.

7.2 No Restraints. No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the transactions contemplated in this Agreement shall have been issued by any court of competent jurisdiction or any other governmental body and shall remain in effect on the Closing Date, and further, no governmental entity shall have commenced any action or suit before any court of competent jurisdiction or other governmental authority that seeks to restrain or prohibit the consummation of the transactions contemplated hereby.

7.3 Performance of Covenants. Purchaser shall have in all material respects performed or complied with each and all of the obligations, covenants, agreements and conditions required to be performed or complied with by it on or prior to the Closing Date.

7.4 Governmental Authorizations. Purchaser shall have obtained all material licenses, permits and authorizations from governmental agencies or governmental bodies that are necessary or required for completion of the transactions contemplated by this Agreement, including reasonable assurances that any material licenses, permits and authorizations not actually issued as of the Closing will be issued following Closing (which may include oral assurances from appropriate governmental agencies or bodies).

7.5 Attorney General Provisions. Purchaser recognizes that transactions contemplated by this Agreement may be subject to review and approval of the CA AG. Purchaser agrees to close the transactions contemplated by this Agreement, so long as any conditions imposed by the CA AG are as set forth on **Schedule 8.6** or the Bankruptcy Court compels the CA AG to approve the transaction with the conditions set forth on **Schedule 8.6**. In the event the CA AG imposes conditions on the transactions contemplated by this Agreement which are not as set forth on **Schedule 8.6** (the "**Additional Conditions**"), Sellers shall have the opportunity to file a motion with the Bankruptcy Court seeking the entry of an order finding that the conditions are an "interest in property" for purposes of 11 U.S.C. § 363(f), and, thus, the Assets can be sold free and clear of the Additional Conditions. Upon the entry of such an order from the Bankruptcy Court, and so long as such order remains in full force and effect, Purchaser shall be required to consummate the transactions contemplated by this Agreement. If Sellers do not obtain such an order, or such order does not relieve the Additional Conditions to the satisfaction of Purchaser or such order does not remain in full force and effect, Purchaser shall not be required to consummate the transactions contemplated by this Agreement.

7.6 Bankruptcy Court Approval. The Bankruptcy Court shall have entered the Sale Order.

7.7 CSCDA Acknowledgement. The CSCDA and PACE Trustee shall have executed acknowledgements in form and substance acceptable to Sellers that Purchaser is the Successor Property Owner and Obligated Party under the PACE Obligations, and releases of the Sellers from any and all claims arising or accruing prior to the Closing Date.

7.8 HSR Act. The applicable waiting periods required under the HSR Act shall have expired or been earlier terminated.

ARTICLE 8

CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER

Purchaser's obligation to purchase the Assets and to close the transactions contemplated by this Agreement shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date unless specifically waived in writing by Purchaser in whole or in part at or prior to the Closing. In the event that any of these conditions are not satisfied on or prior to the Closing Date, Purchaser may at Purchaser's option to be exercised by written notice cancel this Agreement and all Deposits shall be promptly returned to Purchaser.

8.1 Governmental Authorizations. Except as otherwise set forth in Section 8.6 or 8.8 of this Agreement, Purchaser shall have obtained licenses, permits and authorizations from governmental agencies or governmental bodies that are required for operation of the Hospitals, except in such case where failure to obtain such license, permit or authorizations from a governmental agency or governmental body does not have a Material Adverse Effect.

8.2 Bankruptcy Court Approval. The Bankruptcy Court shall have entered the Sale Order and made a finding that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code for all of the Hospitals.

8.3 Signing and Delivery of Instruments. Sellers shall have executed and delivered all documents, instruments and certificates required to be executed and delivered pursuant to all of the provisions of this Agreement.

8.4 Performance of Covenants. Each Seller shall have in all material respects performed or complied with each and all of the obligations, covenants, agreements and conditions required to be performed or complied with by such Seller on or prior to the Closing Date; *provided, however*, this condition will be deemed to be satisfied unless (a) Sellers were given written notice of such failure to perform or comply and did not or could not cure such failure to perform or comply within sixty (60) days after receipt of such notice and (b) the respects in which such obligations, covenants, agreements and conditions have not been performed have had or would have a Material Adverse Effect.

8.5 No Restraints. No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the transactions contemplated in this Agreement shall have been issued by any court of competent jurisdiction and shall remain in

effect on the Closing Date, and further, no governmental entity shall have commenced any action or suit before any court of competent jurisdiction or other governmental authority that seeks to restrain or prohibit the consummation of the transactions contemplated hereby.

8.6 Attorney General Provisions. Purchaser recognizes that transactions contemplated by this Agreement may be subject to review and approval of the CA AG. Purchaser agrees to close the transactions contemplated by this Agreement, so long as any conditions imposed by the CA AG are as set forth on **Schedule 8.6** or the Bankruptcy Court compels the CA AG to approve the transaction with the conditions set forth on **Schedule 8.6**. In the event the CA AG imposes conditions on the transactions contemplated by this Agreement which are not as set forth on **Schedule 8.6** (the "**Additional Conditions**"), Sellers shall have the opportunity to file a motion with the Bankruptcy Court seeking the entry of an order finding that the conditions are an "interest in property" for purposes of 11 U.S.C. § 363(f), and, thus, the Assets can be sold free and clear of the Additional Conditions. Upon the entry of such an order from the Bankruptcy Court, and so long as such order remains in full force and effect, Purchaser shall be required to consummate the transactions contemplated by this Agreement. If Sellers do not obtain such an order, or such order does not relieve the Additional Conditions to the satisfaction of Purchaser or such order does not remain in full force and effect, Purchaser shall not be required to consummate the transactions contemplated by this Agreement.

8.7 Collective Bargaining Agreements and Labor Contracts. Purchaser agrees to close the transactions contemplated by this Agreement, so long as (i) the respective collective bargaining agreement or union labor contract for each of the Hospitals with the California Nurses Association, Service Employees International Union – United Healthcare Workers West, the National Union of Healthcare Workers and/or the United Nurses Associations of California is substantially consistent with the Purchaser's existing collective bargaining agreements with each such respective union, or (ii) the Bankruptcy Court takes action to reject any such collective bargaining agreement that is not substantially consistent. In the event any collective bargaining agreement of a Seller is not substantially consistent with the Purchaser's existing collective bargaining agreement with the respective union, and the Bankruptcy Court does not reject such collective bargaining agreement, then Purchaser shall not be required to consummate the transactions contemplated by this Agreement.

8.8 Medicare and Medi-Cal Provider Agreements. Following consultation with Purchaser, Sellers shall have obtained agreements with the Medicare and Medi-Cal agencies with respect to the transfer of each Seller's provider agreements with such agencies that (a) all pre-closing liabilities and obligations under any of Sellers' Medicare Provider Agreements are fully satisfied, discharged, and released with regard to any claims under the Medicare Provider Agreement, whether known or unknown, that the Centers for Medicare & Medicaid Services has against the Sellers or Purchaser for pre-closing liabilities and obligations arising under the Medicare Provider Agreement before the Effective Time and (b) such provider agreements will be transferred to Purchaser as of the Effective Time free and clear of such pre-closing liabilities and obligations; provided, however, that Purchaser acknowledges and agrees that it may be treated by the Medicare and Medi-Cal agencies as the successor to the quality history associated with the relevant Medicare Provider Agreement assigned and, for purposes of survey and certification issues associated with such quality history, Purchaser may be treated as if it is the relevant Seller and no change of ownership occurred.

8.9 HSR Act. The applicable waiting periods required under the HSR Act shall have expired or been earlier terminated.

8.10 Title Matters. The Owned Real Property shall not have become encumbered or subject to any matter that is not a Permitted Exception or otherwise agreed to by Purchaser, and to the extent Purchaser and Sellers have agreed with Purchaser's title company within sixty (60) days prior to the Effective Time as to the form (including all title exceptions and delivery requirements) of the title policies relating to the Owned Real Property (each, a "**Title Policy**"), Purchaser shall have received reasonable assurance from its title company of its unconditional commitment to issue, subject only to payment of applicable premiums, the Title Policies as of the Effective Time in accordance with the provisions of this Section 8.10. Each Title Policy shall (a) name Purchaser as the insured, and (b) commit to insure good and marketable fee simple title to such Owned Real Property in Purchaser's name, subject only to the Permitted Exceptions.

8.11 Material Financial Change. If Purchaser determines that there is an aggregate deterioration in the financial condition of the Hospitals by more than either ten percent (10%) of EBITDA or by more than ten percent (10%) of net revenues during the period between the filing of Seller's Bankruptcy Cases and the entry of the Sale Order, then Purchaser shall have a period of thirty (30) days from such determination, in Purchaser's sole and absolute discretion, to decide whether to proceed to consummate the transactions contemplated by this Agreement (the "**Financial Evaluation Period**"). If Purchaser determines not to proceed, Purchaser shall have the right to terminate this Agreement in accordance with this ARTICLE 8 and Sections 9.2(e) and 9.3. If such a financial deterioration of more than ten percent (10%) occurs and Purchaser does not exercise its right to terminate this Agreement in accordance with this Section 8.11 during the Financial Evaluation Period, then the condition set forth in this Section 8.11 will be deemed to be automatically waived by Purchaser without any further action by Purchaser or Sellers.

8.12 Representations and Warranties. The Sale Order Date Representations shall be true and correct in all material respects at and as of the Closing Date, except where the failure of such representations and warranties to be true and correct would not have a Material Adverse Effect.

8.13 CSCDA Acknowledgement. The CSCDA and PACE Trustee shall have executed acknowledgements in form and substance acceptable to Purchaser that Purchaser is the Successor Property Owner and Obligated Party under the PACE Obligations.

ARTICLE 9

TERMINATION

9.1 Destruction of Assets. For purposes of this Agreement, damage or destruction to the tangible Assets shall be deemed a "**Material Casualty**" if, as reasonably determined by the parties, the estimated uninsured cost to repair such damage or destruction in the aggregate (the "**Aggregate Damage**") exceeds Twenty Million Dollars ($20,000,000).

(a) If, prior to or as of the Closing Date, any portion of the tangible Assets have suffered loss or damage on account of fire, flood, wind, hurricane, earthquake, accident, act of war, terrorist act, or other cause or event (whether or not similar to the foregoing), and such casualty is a Material Casualty, Purchaser shall have the right to terminate this Agreement by giving at least five (5) days' prior written notice to Sellers.

(b) If such damage or destruction is not a Material Casualty, the parties' duties and obligations under this Agreement shall not be affected and the Closing shall proceed as scheduled in accordance with the terms of this Agreement; *provided, however*, Sellers shall assign, transfer, and set over to Purchaser all of Sellers' respective right, title, and interest in and to any third party insurance policy proceeds on account of such damage or destruction not remedied or repaired by Sellers prior to the Closing.

(c) If such damage or destruction constitutes a Material Casualty, and Purchaser does not terminate this Agreement as provided in Section 9.2, despite such Material Casualty, then at the Closing, Sellers shall assign, transfer, and set over to Purchaser all of Sellers' respective right, title, and interest in and to any third party insurance policy proceeds on account of such damage or destruction, it being the intention of the parties that Purchaser shall bear the risk of loss for any damage exceeding any such third party insurance policy proceeds (and in no event shall Purchaser be entitled to recover any amounts in respect of a Material Casualty directly from Sellers).

(d) If Sellers and Purchaser are unable to agree as to the amount of Aggregate Damage and/or whether a Material Casualty has occurred in connection with this Section 9.1, the amount of the Aggregate Damage and/or determination of whether a Material Casualty has occurred shall be determined by the loss consultant mutually designated by the parties and set forth on **Schedule 9.1(d)** (the "**Loss Consultant**"). The Loss Consultant, acting as an expert and not as an arbitrator, shall determine the definitive amount of the Aggregate Damage (which Aggregate Damage shall be an amount within the range of the respective positions of Sellers and Purchaser), or shall otherwise determine whether a Material Casualty has occurred, which determination shall occur no later than ten (10) days following the date the Loss Consultant has received the submission from each of Sellers and Purchaser. Subject to Bankruptcy Court approval, the decision of the Loss Consultant shall be conclusive and binding as between Sellers and Purchaser, and the costs of such review shall be borne by the party whose submission is furthest from the determination of the Loss Consultant.

9.2 Termination. This Agreement may be terminated at any time prior to Closing:

(a) by the mutual written consent of the parties;

(b) by Sellers if a material breach of this Agreement has been committed by Purchaser and such breach has not been (i) waived in writing by Sellers, or (ii) cured by Purchaser to the reasonable satisfaction of Sellers within fifteen (15) business days after service by Sellers upon Purchaser of a written notice which describes the nature of such breach; *provided, however*, Sellers shall not be permitted to terminate this Agreement pursuant to this Section 9.2(b) if any Seller is in material breach of this Agreement;

(c) by Purchaser if, in its sole and absolute discretion, it is not satisfied with the contents of any schedule or exhibit that was not completed and attached to this Agreement as of the Signing Date, but which has been provided to Purchaser no later than ten (10) calendar days after the Signing Date, and Purchaser has notified Seller of its election to terminate the Agreement under this Section 9.2(c) on or prior to the expiration of the Final Diligence Period, which notice may be given by facsimile or email correspondence, *provided* that for the avoidance of doubt, following expiration of the Final Diligence Period, notwithstanding anything else in this Section 9.2(c), Purchaser shall not be entitled to terminate this Agreement (or not Close) as a result of the breach of any representation or warranty made by Sellers (or any of them) other than the breach of a Sales Order Date Representation, but in each case solely to the extent such breach of a Sales Order Date Representation would result in a Material Adverse Effect; *provided, further*, that any dispute between Purchaser and Sellers as to whether a Material Adverse Effect has occurred for any purpose under this Agreement shall be exclusively settled by a determination made by the Bankruptcy Court;

(d) by Purchaser if a material breach of this Agreement has been committed by Sellers and such breach has not been (i) waived in writing by Purchaser, or (ii) cured by Sellers to the reasonable satisfaction of Purchaser within fifteen (15) business days after service by Purchaser upon Sellers of a written notice which describes the nature of such breach; *provided, however*, Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 9.2(d) if Purchaser is also in material breach of this Agreement;

(e) by Purchaser if satisfaction of any condition in ARTICLE 8 is or becomes impossible and Purchaser has not waived such condition in writing (*provided* that the failure to satisfy the applicable condition or conditions has occurred by reason other than (i) through the failure of Purchaser to comply with its obligations under this Agreement, or (ii) Sellers' failure to provide their closing deliveries on the Closing Date as a result of Purchaser not being ready, willing and able to close the transaction on the Closing Date);

(f) by Sellers if satisfaction of any such condition in ARTICLE 7 is or becomes impossible and Sellers have not waived such condition in writing (*provided* that the failure to satisfy the applicable condition or conditions has occurred by reason other than (i) through the failure of Sellers to comply with their obligations under this Agreement, or (ii) Purchaser's failure to provide its closing deliveries on the Closing Date as a result of Sellers not being ready, willing and able to close the transaction on the Closing Date);

(g) by either Purchaser or Sellers if the Bankruptcy Court enters an order dismissing the Bankruptcy Case or fails to approve the sale of the Assets to Purchaser;

(h) by either Purchaser or Sellers if the Closing has not occurred (other than through the failure of any party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before December 31, 2019 (the "**Termination Date**").

9.3 Termination Consequences. If this Agreement is terminated pursuant to Section 9.2: (a) all further obligations of the parties under this Agreement shall terminate, *provided* that the provisions of ARTICLE 12, shall survive, (b) each party shall pay the costs and expenses incurred by it in connection with this Agreement; provided, in the case of any

termination based on Section 9.2(d) (material breach by Sellers), the Sellers shall pay the Purchaser's reasonable fees and expenses associated with the transactions contemplated by this Agreement not to exceed Two Million Three Hundred Fifty Thousand Dollars ($2,350,000); and (c) except in the case of any termination based on Section 9.2(b), the Deposit will be refunded to Purchaser. Each Party acknowledges that the agreements contained in this Section 9.3 are an integral part of the transactions contemplated by this Agreement, that without these agreements such Party would not have entered into this Agreement.

ARTICLE 10

POST-CLOSING MATTERS

10.1 Excluded Assets.

Any Excluded Asset (or proceeds thereof) (a) pursuant to the terms of this Agreement, (b) as otherwise determined by the parties' mutual written agreement, or (c) absent such agreement, as determined by adjudication by the Bankruptcy Court, which comes into the possession, custody or control of Purchaser (or its respective successors-in-interest, assigns or affiliates) shall, within sixty (60) calendar days following receipt, be transferred, assigned or conveyed by Purchaser (and its respective successors-in-interest, assigns and affiliates) to the applicable Seller. Purchaser (and its respective successors-in-interest, assigns and affiliates) shall have neither the right to offset amounts payable to either Seller under this Section 10.1 against, nor the right to contest its obligation to transfer, assign and convey to either Seller because of, outstanding claims, liabilities or obligations asserted by Purchaser against either Seller.

10.2 Preservation and Access to Records After the Closing.

(a) From the Closing Date until seven (7) years after the Closing Date or such longer period as required by law (the "**Document Retention Period**"), Purchaser shall keep and preserve all medical records (including, without limitation, electronic medical records), patient records, medical staff records and other books and records which are among the Assets as of the Effective Time, but excluding any records which are among the Excluded Assets. Purchaser will afford to the representatives of Sellers, any of their affiliates, the Official Committee of the Unsecured Creditors of the Sellers, Sellers' estate representative or any liquidating trustee of the Sellers' bankruptcy estate ("**Seller Parties**"), including their counsel and accountants, reasonable access to, and copies (including, without limitation, color laser copies) of, such records with respect to time periods prior to the Effective Time (including, without limitation, access to records of patients treated at the Hospitals prior to the Effective Time) during normal business hours after the Effective Time, to the extent reasonably needed by any Seller Party for any lawful purpose. After the expiration of the Document Retention Period, if Purchaser intends to destroy or otherwise dispose of any of the documents described in this Section 10.2(a), Purchaser shall provide written notice to Sellers of Purchaser's intention no later than forty-five (45) calendar days prior to the date of such intended destruction or disposal. Any of the Seller Parties shall have the right, at its sole cost, to take possession of such documents during such forty-five (45) calendar day period. If any of the Seller Parties does not take possession of such documents during such forty-five (45) calendar day period, Purchaser shall be free to destroy or otherwise dispose of such documentation upon the expiration of such forty-five (45) calendar day period.

(b) Provided that Purchaser shall not incur any out of pocket costs, Purchaser shall give reasonable cooperation to the Seller Parties and their insurance carriers in connection with the administration of Sellers' estate, including, without limitation, in connection with all claims, actions, causes of action or audits relating to the Excluded Assets, Excluded Liabilities or pre-Closing operation of the Sellers or the Hospitals that any Seller Party may elect to pursue, dispute or defend, in respect of events occurring prior to the Effective Time with respect to the operation of the Hospitals. Such cooperation shall include, without limitation, making the applicable Hired Employees available for interviews, depositions, hearings and trials and other assistance in connection with the administration of Sellers' estate and available to assist in the securing and giving of evidence and in obtaining the presence and cooperation of witnesses, *provided* that Purchaser shall not be required to incur any out of pocket costs in association herewith. If Purchaser or any such Hired Employee incurs any reasonable costs and expenses in connection with the cooperation efforts herewith, then Sellers shall reimburse Purchaser and any such Hired Employee for such incurred costs and expenses. In addition, Sellers and their affiliates shall be entitled to copy (at their own expense) any Hospital records, but only for purposes of pending litigation involving the persons to whom such records refer, as certified in writing prior to copying such records by counsel retained by Sellers or any of their affiliates in connection with such litigation.

(c) In connection with (i) the transition of the Hospitals pursuant to the transaction contemplated by this Agreement, (ii) Sellers' rights to the Excluded Assets, (iii) any claim, audit, or proceeding, including, without limitation, any tax claim, audit, or proceeding, and (iv) the Sellers' obligations under the Excluded Liabilities, Purchaser shall after the Effective Time give Sellers access during normal business hours to Purchaser's books, personnel, accounts and records and all other relevant documents and information with respect to the assets, liabilities and business of the Hospitals as representatives of Sellers and their affiliates may from time to time reasonably request, so long as there is not unreasonable interference with the operations of the Hospitals.

(d) Purchaser and its representatives shall be given access by Sellers during normal business hours to the extent reasonably needed by Purchaser for business purposes to all documents, records, correspondence, work papers and other documents retained by Sellers pertaining to any of the Assets prior to the Effective Time (excluding confidential employee information, privileged materials and patient records), all in such manner as to not interfere unreasonably with Sellers. Such documents and other materials shall be, at Sellers' option, either (i) copied by Sellers for Purchaser at Purchaser's expense, or (ii) removed by Purchaser from the premises, copied by Purchaser and promptly returned to Sellers.

(e) Purchaser shall cooperate with Sellers, as reasonably requested by Sellers, in connection with the provision of all data of the Hospitals and other information required by Sellers for reporting to Healthcare Facilities Accreditation Program for the remainder of the quarterly period in which the Closing has occurred.

(f) To the maximum extent permitted by law, if any Person requests or demands, by subpoena or otherwise, any documents relating to the Excluded Liabilities or Excluded Assets, including without limitation, documents relating to the operations of any of the Hospitals or any of the Hospitals' committees prior to the Effective Time, prior to any disclosure

of such documents, Purchaser shall notify Sellers and shall provide Sellers with the opportunity to object to, and otherwise coordinate with respect to, such request or demand.

(g) Provision of Benefits of Certain Contracts. Notwithstanding anything contained herein to the contrary, this Agreement shall not constitute an agreement to assign any Assumed Contract or Assumed Lease, if, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, an attempted assignment thereof, without the consent of the third party thereto, would constitute a breach thereof or in any way negatively affect the rights of Sellers or Purchaser, as the assignee of such Assumed Contract or Assumed Lease, as the case may be, thereunder. If, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, such consent or approval is required but not obtained, Sellers will cooperate with Purchaser in any reasonable arrangement designed to provide Purchaser with the benefits of or under any such Assumed Contract or Assumed Lease. Further, notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Account Receivable the assignment of which is either prohibited by law or by the terms of any contract with a payor without the consent of such payor. Any payments received by Sellers after the Closing Date from patients, payors, clients, customers, or others who are the obligors on Accounts Receivables transferred to Purchaser as a part of the Assets on the Closing Date shall be paid over to Purchaser within ten (10) business days after receipt by Seller.

10.3 Closing of Financials. Provided that Purchaser shall not incur any out of pocket costs, Purchaser shall use good faith efforts to cause the individual acting as the chief financial officer of the Hospitals or Verity Health after the Effective Time (the "**Post-Effective Time CFO**") to cooperate with Sellers' representatives in order to complete the standardized closing of Sellers' financial records through the Closing Date including, without limitation, the closing of general ledger account reconciliations (collectively, the "**Closing of Financials**"). Purchaser shall use good faith efforts to cause the Post-Effective Time CFO to cooperate with Sellers' representatives in order to complete the Closing of Financials by no later than the date which is one hundred twenty (120) calendar days after the Closing Date. The Post-Effective Time CFO and other appropriate personnel shall be reasonably available to Sellers for a period of no less than one hundred eighty (180) calendar days after the Closing Date to assist Sellers in the completion of Sellers' post-Closing audit, such assistance not to interfere unreasonably with such Post-Effective Time CFO's other duties.

10.4 Medical Staff. To ensure continuity of care in the community, Purchaser agrees that each Hospital's medical staff members in good standing as of the Effective Time shall maintain medical staff privileges at such Hospital as of the Effective Time. On and after the Effective Time, such medical staff will be subject to such Hospital's Medical Staff Bylaws then currently in effect, *provided* that such Bylaws are in compliance with all applicable laws and regulations and contain customary obligations.

ARTICLE 11

DEFAULT, TAXES AND COST REPORTS

11.1 Purchaser Default. If Purchaser commits any material default under this Agreement, Sellers shall be entitled to retain the Deposit, and Sellers may, in addition thereto,

pursue any rights or remedies that Sellers may have under this Agreement or applicable law, including the right to sue for damages or specific performance.

11.2 Seller Default. If Sellers commit any material default under this Agreement, Purchaser shall have the right to demand and receive within ten (10) days a refund of the Deposit, or Purchaser may, in addition thereto, pursue any rights or remedies that Purchaser may have under applicable law, including the right to sue for damages or specific performance.

11.3 Tax Matters; Allocation of Purchase Price.

(a) After the Closing Date, the parties shall cooperate fully with each other and shall make available to each other, as reasonably requested, all information, records or documents relating to tax liabilities or potential tax liabilities attributable to Sellers with respect to the operation of the Hospitals for all periods prior to the Effective Time and shall preserve all such information, records and documents until the expiration of any applicable statute of limitations or extensions thereof. The parties shall also make available to each other to the extent reasonably required, and at the reasonable cost of the requesting party (for out-of-pocket costs and expenses only), personnel responsible for preparing or maintaining information, records and documents in connection with tax matters and as Sellers reasonably may request in connection with the completion of any post-Closing audits of the Hospitals.

(b) Within ten (10) days after the Signing Date, Sellers shall deliver to Purchaser a schedule setting forth a methodology for the allocation of the Purchase Price (including any liabilities that are considered to be an increase to the Purchase Price for United States federal income Tax purposes) among the Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (such schedule, as may be amended as contemplated below in this Section 11.3(b), the "**Allocation Schedule**"). The Allocation Schedule shall be deemed final and binding upon the parties upon the parties' mutual approval thereof. The parties shall cooperate in good faith to finalize the Allocation Schedule within ten (10) days after delivery of the initial draft of the schedule by Purchaser to Sellers. If within such ten (10) day period (or such other period as the parties may agree), the parties are unable to reach agreement on a final Allocation Schedule, the parties shall have no further obligations under this Section 11.3(b) and each Party will make their own independent allocation of the Purchase Price and other relevant items among each category of the Assets.

11.4 Cost Report Matters.

(a) Consistent with Section 4.5, each Seller shall, at such Seller's expense, prepare and timely file all cost reports relating to the periods ending prior to the Effective Time or required as a result of the consummation of the transactions described in this Agreement, including, without limitation, those relating to Medicare, Medicaid, and other third party payors which settle on a cost report basis (the "**Seller Cost Reports**"). All such cost reports (including termination cost reports) shall be filed by the applicable Seller in a manner that is consistent with current laws, rules and regulations. Each Seller shall be responsible for filing governmental cost reports for all periods through the Closing Date.

(b) Upon reasonable notice and during normal business office hours, Purchaser will cooperate reasonably with Sellers in regard to Sellers' preparation and filing of the Seller Cost Reports. Such cooperation shall include, at no cost to Sellers, obtaining access to files at the Hospitals and Purchaser's provision to Sellers of data and statistics, and the coordination with Sellers pursuant to reasonable notice of Medicare and Medicaid exit conferences or meetings.

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.1 Further Assurances and Cooperation. Sellers shall execute, acknowledge and deliver to Purchaser any and all other assignments, consents, approvals, conveyances, assurances, documents and instruments reasonably requested by Purchaser at any time and shall take any and all other actions reasonably requested by Purchaser at any time for the purpose of more effectively assigning, transferring, granting, conveying and confirming to Purchaser, the Assets. After consummation of the transaction contemplated in this Agreement, the parties agree to cooperate with each other and take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement, the documents referred to in this Agreement and the transactions contemplated hereby.

12.2 Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto; *provided*, *however*, that no party hereto may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other parties. Notwithstanding the foregoing to the contrary, Purchaser may, upon providing written notice thereof to Sellers, assign, devise or otherwise transfer (and its permitted assignees may assign, devise or otherwise transfer) any or all of their rights, interests and obligations under this Agreement or to certain Assets, without consent, to one or more affiliates of Purchaser or to MPT Operating Partnership, L.P., a Delaware limited partnership or Prime Healthcare Foundation, Inc., a Delaware charitable non-stock corporation or to any of their respective affiliates. No assignment of any obligations hereunder will relieve the assignor of any of its respective obligations to the other parties under this Agreement.

12.3 Governing Law; Venue. This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of California (without giving effect to the principles of conflicts of laws thereof), except to the extent that the laws of such State are superseded by the Bankruptcy Code or other applicable federal law. For so long as Sellers are subject to the jurisdiction of the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. The parties hereby consent to the jurisdiction of such court and waive their right to challenge any proceeding involving or relating to this Agreement on the basis of lack of jurisdiction over the Person or *forum non conveniens*.

12.4 Amendments. This Agreement may not be amended other than by written instrument signed by the parties hereto.

12.5 Exhibits, Schedules and Disclosure Schedule. The Disclosure Schedule and all exhibits and schedules referred to in this Agreement shall be attached hereto and are incorporated by reference herein. From the Signing Date until the Closing, the parties agree that Sellers may update the Disclosure Schedule as necessary upon written notice to Purchaser, and the applicable representation and warranty shall thereafter be deemed amended for all purposes by such updated Disclosure Schedule. Notwithstanding the foregoing, but subject to Section 9.2(c), should any exhibit or schedule not be completed and attached hereto as of the Signing Date, Sellers and Purchaser shall promptly negotiate in good faith any such exhibit or schedule, which exhibit or schedule must be acceptable to each of Sellers and Purchaser in their reasonable discretion prior to being attached hereto. Any matter disclosed in this Agreement or in the Disclosure Schedule with reference to any Section of this Agreement shall be deemed a disclosure in respect of all sections to which such disclosure may apply. The headings, if any, of the individual sections of the Disclosure Schedule are provided for convenience only and are not intended to affect the construction or interpretation of this Agreement. The Disclosure Schedule is arranged in sections and paragraphs corresponding to the numbered and lettered sections and paragraphs of ARTICLE 2 merely for convenience, and the disclosure of an item in one section of the Disclosure Schedule as an exception to a particular representation or warranty shall be deemed adequately disclosed as an exception with respect to all other representations or warranties to the extent that the relevance of such item to such representations or warranties is reasonably apparent on the face of such disclosure, notwithstanding the presence or absence of an appropriate section of the Disclosure Schedule with respect to such other representations or warranties or an appropriate cross reference thereto. Between the Signing Date and the entry of the Sale Order, should Sellers become aware of the occurrence of any fact or condition that arises after the Signing Date and would cause or constitute a material breach of any representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition, then Sellers shall promptly notify Purchaser in writing of such breach and deliver to Purchaser a supplement to Sellers' Disclosure Schedules.

12.6 Notices. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by telegraphic or other electronic means (including facsimile) or overnight courier, or five (5) calendar days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

If to Sellers:	Verity Health System of California, Inc. 2040 East Mariposa Street El Segundo, California 90245 Attention: Rich Adcock, CEO Telephone: 424-367-0630
With a copies to: (which copies shall not constitute notice)	Dentons US LLP 601 South Figueroa Street, Suite 2500 Los Angeles, California 90017-5704 Attention: Samuel R. Maizel, Esq. Telephone: 213-892-2910 Facsimile: 213-623-9924

If to Purchaser:	Prime Healthcare Services 3300 East Guasti Road, 3rd Floor Ontario, California 91761 Telephone number: 909-235-4400 Facsimile number: 909-235-4421 Attention: President and Chief Executive Officer
With a copies to: (which copies shall not constitute notice)	Shulman Hodges & Bastian LLP 100 Spectrum Center Drive, Suite 600 Irvine, California 92618 Attention: Leonard M. Shulman, Esq. Telephone: 949-340-3400 Facsimile: 949-340-3000
And	Prime Healthcare Services 3300 East Guasti Road, 3rd Floor Ontario, California 91761 Telephone number: 909-235-4400 Facsimile number: 909-235-4316 Attention: General Counsel

or at such other address as one party may designate by notice hereunder to the other parties.

12.7 Headings. The section and other headings contained in this Agreement and in the Disclosure Schedules are included for the purpose of convenient reference only and shall not restrict, amplify, modify or otherwise affect in any way the meaning or interpretation of this Agreement or the Disclosure Schedules.

12.8 Publicity. Prior to the Closing Date, Sellers and Purchaser shall consult with each other as to the form and substance of any press release or other public disclosure materially related to this Agreement or any other transaction contemplated hereby and each shall have the right to review and comment on the other's press releases prior to issuance; *provided, however*, that nothing in this Section 12.8 shall be deemed to prohibit any Seller or Purchaser from making any disclosure that its counsel deems necessary or advisable in order to satisfy either party's disclosure obligations imposed by law subject to reasonable prior notice to the other party thereof, or deemed to prohibit Purchaser from making any disclosure that its counsel deems necessary or advisable under its bond financing or other financing arrangements.

12.9 Fair Meaning. This Agreement shall be construed as if prepared by all parties hereto.

12.10 Gender and Number; Construction; Affiliates. All references to the neuter gender shall include the feminine or masculine gender and vice versa, where applicable, and all references to the singular shall include the plural and vice versa, where applicable. Unless otherwise expressly provided, the word "including" followed by a listing does not limit the preceding words or terms and shall mean "including, without limitation." Any reference in this Agreement to an "affiliate" shall mean any Person directly or indirectly controlling, controlled

by or under common control with a second Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. A "Person" shall mean any natural person, partnership, corporation, limited liability company, association, trust or other legal entity.

12.11 Third Party Beneficiary. None of the provisions contained in this Agreement are intended by the parties, nor shall they be deemed, to confer any benefit on any person not a party to this Agreement, except for the parties' successors and permitted assigns, and except for any liquidating trustee or plan administrator for Sellers' estate.

12.12 Expenses and Attorneys' Fees. Except as otherwise provided in this Agreement, each party shall bear and pay its own costs and expenses relating to the preparation of this Agreement and to the transactions contemplated by, or the performance of or compliance with any condition or covenant set forth in, this Agreement, including without limitation, the disbursements and fees of their respective attorneys, accountants, advisors, agents and other representatives, incidental to the preparation and carrying out of this Agreement, whether or not the transactions contemplated hereby are consummated. The parties expressly agree that all sales, transfer, documentary transfer and similar taxes, fees, surcharges in connection with the sale of the Assets shall be equally borne by Purchaser and Sellers. If any action is brought by any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its court costs and reasonable attorneys' fees.

12.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on all of the parties hereto. The parties agree that facsimile copies of signatures shall be deemed originals for all purposes hereof and that a party may produce such copies, without the need to produce original signatures, to prove the existence of this Agreement in any proceeding brought hereunder.

12.14 Entire Agreement. This Agreement, the Disclosure Schedule, the exhibits and schedules, and the documents referred to in this Agreement contain the entire understanding between the parties with respect to the transactions contemplated hereby and supersede all prior or contemporaneous agreements, understandings, representations and statements, oral or written, between the parties on the subject matter hereof (the "**Superseded Agreements**"), which Superseded Agreements shall be of no further force or effect, *provided* that notwithstanding the foregoing, the letter Confidentiality Agreement dated July 10, 2018 between Prime Health Services and Cain Brothers, a division of KeyBanc Capital Markets Inc., on behalf of Sellers and their related entities shall not be a Superseded Agreement and shall continue in full force in effect in accordance with its terms.

12.15 No Waiver. Any term, covenant or condition of this Agreement may be waived at any time by the party which is entitled to the benefit thereof but only by a written notice signed by the party expressly waiving such term or condition. The subsequent acceptance of performance hereunder by a party shall not be deemed to be a waiver of any preceding breach by any other party of any term, covenant or condition of this Agreement. The waiver of any term,

covenant or condition shall not be construed as a waiver of any other term, covenant or condition of this Agreement.

12.16 Severability. If any term, provision or covenant of this Agreement or the application thereof to any party or circumstance shall be held to be invalid or unenforceable to any extent in any jurisdiction, then the remainder of this Agreement and the application of such term, provision or covenant in any other jurisdiction or to persons or circumstances other than those as to whom or which it is held to be invalid or unenforceable, shall not be affected thereby, and each term, provision and covenant of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.17 Time is of the Essence. Time is of the essence for all dates and time periods set forth in this Agreement and each performance called for in this Agreement.

[*REMAINDER OF PAGE IS BLANK*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

PURCHASER:

PRIME HEALTHCARE SERVICES, INC.,
a Delaware corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

SELLERS:

ST. FRANCIS MEDICAL CENTER,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

ST. VINCENT MEDICAL CENTER,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

SETON MEDICAL CENTER,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

VERITY HOLDINGS, LLC,
a California limited liability company

Signature By:_____
Print Name:_____
Title:_____
Date:_____

VERITY HEALTH SYSTEM OF CALIFORNIA, INC.,
a California nonprofit public benefit corporation

Signature By:_____
Print Name:_____
Title:_____
Date:_____

Schedule A

St. Francis Medical Center

Description	Owner	Address	APN
Hospital Campus (including Health Services Pavilion, Progressive Care Unit, Family Life Center, Power Plant and Parking Structure #1)	St. Francis Medical Center	3630 East Imperial Highway, Lynwood, CA 90262	6173-021-008
Huntington Park MOB	St. Francis Medical Center	2700 East Slauson Avenue, Huntington Park, CA 90255	6320-006-069
Maywood MOB	St. Francis Medical Center	5953 South Atlantic Boulevard 5, Maywood, CA 90270	6313-013-028
Parking Lot (St. Francis Medical Center)	Verity Holdings, LLC	3633 Martin Luther King Jr., Boulevard, Lynwood, CA 90262	6173-015-047
Ministry Services Building (St. Francis Medical Center)	Verity Holdings, LLC	3663 Martin Luther King Jr., Boulevard, Lynwood, CA 90262	6173-019-022
Parking Lot (St. Francis Medical Center)	Verity Holdings, LLC	3621 Martin Luther King Jr., Boulevard, Lynwood, CA 90262	6173-015-048
Five Unit Apartment (St. Francis Medical Center)	Verity Holdings, LLC	3570 Brenton Avenue, Lynwood, CA 90057	6191-016-008

St. Vincent Medical Center

Description	Owner	Address	APN
Hospital Campus (including Central Plant, Stauffer Wing Conference Rooms, Doheny Building, Cath Village, Annex/Boiler and Parking Structure)	St. Vincent Medical Center	2131 West 3rd Street, Los Angeles, CA 90057	5154-018-018
Mineral Rights	St. Vincent Medical Center	1601 Otto Road, Cheyenne, WY 82001	Well No. King Ranch 11-15H

Description	Owner	Address	APN
Vacant Land	St. Vincent Medical Center	Salton Sea, CA (Property in Imperial County)	--
Fractional Timeshare of a Condominium	St. Vincent Medical Center	2600 Avenida Del Presidente, San Clemente, CA 92672	898-066-66
Unit 25 – Lot 10 of Block 572	St. Vincent Medical Center	Rio Grande Estates, Unit 25, Valencia, NM	--
St. Vincent Professional Office Building (St. Vincent Medical Center)	Verity Holdings, LLC	199 & 201 South Alvarado Street, Los Angeles, CA 90057	5154-018-019
Mark Taper a/k/a MTTC Building (St. Vincent Medical Center)	Verity Holdings, LLC	2200 West 3rd Street, Los Angeles, CA 90057	5154-034-006
Seton Hall Covenant – Guest Lodge (St. Vincent Medical Center)	Verity Holdings, LLC	262 & 272 South Lake Street, Los Angeles, CA 90057	5154-018-021
Ocean View Pavilion (St. Vincent Medical Center)	Verity Holdings, LLC	2222 Ocean View Avenue, Los Angeles, CA 90057	5154-033-021
Vacant (St. Vincent Medical Center)	Verity Holdings, LLC	143 South Alvarado Street, Los Angeles, CA 90057	5154-008-012
Vacant Land (St. Vincent Medical Center)	Verity Holdings, LLC	171 South Alvarado Street, Los Angeles, CA 90057	5154-018-020

Seton Medical Center

Description	Owner	Address	APN
Hospital Campus	Seton Medical Center	1900 Sullivan Avenue, Daly City, CA 94015	008-084-370
Serramonte Medical Dental Center	Verity Holdings, LLC	1500 Southgate Avenue, Daly City, CA 94015	008-521-110
SMOC#1 Medical Office Building	Verity Holdings, LLC	1800 Sullivan Avenue, Daly City, CA 94015	008-084-470

Description	Owner	Address	APN
SMOC#2 Medical Office Building	Verity Holdings, LLC	1850 Sullivan Avenue, Daly City, CA 94015	008-084-460
Visitor Parking South of Hospital	Verity Holdings, LLC	1900 Sullivan Avenue, Daly City, CA 94015	008-520-190
West Parcel (Parking / Vacant Land)	Verity Holdings, LLC	1900 Sullivan Avenue, Daly City, CA 94015	008-271-430 008-104-120 008-104-100 008-104-110
North Parcel (Parking)	Verity Holdings, LLC	1800/1850 Sullivan Avenue, Daly City, CA 94015	008-084-480 008-084-540 008-084-430 008-084-440 008-084-520 008-084-500 008-184-530

Seton Medical Center Coastside

Description	Owner	Address	APN
Hospital and SNF	Verity Holdings, LLC	600 Marine Boulevard, Moss Beach, CA 94038	835-05-032

Schedule 8.6
AG Conditions

If the California Attorney General imposes any or all of the following conditions to the sale of the Assets to Purchaser, such Attorney General conditions will not be considered conditions precedent to the obligation of Purchaser to close the purchase of the Assets.

Purchaser shall maintain for a term which coincides with the remaining term applicable to each condition as reflected in the Attorney General's Decision dated December 3, 2015:

St. Francis Medical Center

a) The Attorney General conditions shall be binding on the entities enumerated in the Attorney General's Decision dated December 3, 2015, provided that:

   i. The conditions shall conform to the transaction described in this Agreement; and
   ii. The entities who are involved in the purchase of Assets pursuant to this Agreement agree to be bound by the prospective Attorney General conditions substantively conforming to all the provisions herein.

b) The Attorney General conditions shall apply to this Agreement and any and all other agreements contemplated and delivered pursuant to this Agreement, including as may be applicable, financing, management services, and similar agreements.

c) Provide written notice to the Attorney General sixty (60) days prior to entering into any sale or transfer agreement.

d) Remain licensed general acute care hospital and maintain 24-hour emergency and trauma medical services at no less than current licensure and designation with same types and/or levels of service, including:

   i. 46 emergency stations;
   ii. Level II Trauma;
   iii. 5150 receiving facility;
   iv. Psychiatric evaluation team;
   v. Emergency department approved for pediatrics; and
   vi. Designation as paramedic base station.

   Purchaser also agrees to an annual maximum number of hours on diversion of 200. Purchaser also agrees to give one year advance written notice to LA-EMSA and CDPH if it seeks to reduce trauma or trauma-related care services or stop operating the Level II Trauma Center after the remaining applicable term of this condition.

e) Maintain on-call coverage (or comparable) contracts with physicians at fair market value necessary to ensure trauma coverage, including:

i. General surgery;
ii. Trauma surgery;
iii. Neuro-trauma surgery;
iv. Obstetrical/gynecological surgery;
v. Orthopedic surgery;
vi. Trauma orthopedic surgery;
vii. Vascular surgery;
viii. Cardiothoracic surgery;
ix. Plastic surgery;
x. Ophthalmology;
xi. Otolaryngology;
xii. Anesthesia; and
xiii. Urology.

f) Maintain all essential medical and surgical services including women's health services, OB/GYN, pediatric, NICU, in-patient behavioral health, cardiac services, critical care and ICU, orthopedic surgery and rehabilitation, oncology/cancer services, gastroenterology, nephrology, neurology, wound care and hyperbaric medicine, radiology, radiation therapy, primary stroke, general surgery, trauma surgery and other essential services.

g) Maintain 1206(d) clinics to the extent they are open and staffed at the Closing Date.

h) Provide an annual amount of Charity Care equal to or greater than Ten Million Dollars ($10,000,000), provided that Purchaser will not make any deficiency payments related to Charity Care spending into pensions.

i) Provide an annual amount of Community Benefit Services equal to or greater than One Million Five Hundred Thousand Dollars ($1,500,000) and continue to offer the following services:

i. Health Benefits Resource Center;
ii. Welcome Baby Program;
iii. Healthy Community Initiatives;
iv. St. Francis Career College's access for onsite training;
v. Paramedic Training and Education; and
vi. Patient Transportation support.

For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change. Purchaser shall make deficiency payments if Minimum Community

Benefit Services Amount not met, provided that no such payments shall be made into pensions.

j) Maintain community healthcare services as assessed by the community leadership and medical staff leadership in collaboration with local governments including city and county. Implement continuous community needs assessment program.

k) Participation in Medicare and Medi-Cal programs.

l) Maintain all essential medical and surgical services including with County of LA for emergency, trauma and psychiatric services:

i. Inpatient psych;
ii. Psychiatric designation agreement;
iii. Designation 5150 receiving facility;
iv. Trauma center agreements;
v. Paramedic base hospital services agreement as 911 facility; and
vi. Designation as emergency department approval for pediatrics.

m) Maintain physician privileges and independent medical staff.

n) Have a Local Governing Board of Directors and consult with the Board prior to changes.

o) Maintain seismic compliance through 2030.

p) Capital improvement investments as needed under the guidance of the independent governing board and health facility needs.

q) Purchaser shall adopt written policies prohibiting:

i. Any restriction or limitation on providing or making reproductive health services; and
ii. Any discrimination against LGBT individuals.

r) Negotiate and implement fair and market competitive managed care contracts including, but not limited to, Medicare managed care, Medi-Cal managed care, commercial managed care, and workers' compensation plans. This specifically includes LA Care Health Plan or its successor, Health Net Community Solutions, Inc, or its successor, and LA County.

St. Vincent Medical Center.

a) The Attorney General conditions shall be binding on the entities enumerated in the Attorney General's Decision dated December 3, 2015, provided that:

i. The conditions shall conform to the transaction described in this Agreement; and

ii. The entities who are involved in the purchase of Assets pursuant to this Agreement agree to be bound by the prospective Attorney General conditions substantively conforming to all the provisions herein.

b) The Attorney General conditions shall apply to this Agreement and any and all other agreements contemplated and delivered pursuant to this Agreement, including as may be applicable, financing, management services, and similar agreements.

c) Provide written notice to the Attorney General sixty (60) days prior to entering into any sale or transfer agreement.

d) Maintain 24-hour emergency department continuing the current levels of service;

i. 8 emergency treatment stations and 6 fast track stations; and

ii. Maintain the requirements set by County of Los Angeles for 911 receiving hospitals for 911.

e) Maintain all essential medical and surgical services including acute rehabilitation, intensive care/critical care services, cardiac services, gastroenterology services, imaging and laboratory services, nephrology services, orthopedics, transplant services, rehabilitation services, intensive care/ critical care services, cardiology, gastroenterology, nephrology, neurology/neuro-surgery, orthopedics, oncology, primary stroke, radiology and other essential services.

f) Maintain 1206(d) clinics according to the needs of the community.

g) Maintain charity care policies consistent with Purchaser's standards for its fifteen (15) current California hospitals.

h) Maintain community benefit and healthcare services as assessed by the community leadership and medical staff leadership in collaboration with local governments, including city and county. Implement continuous community needs assessment program.

i) Participation in Medicare and Medi-Cal programs.

j) Maintain physician privileges and independent medical staff.

k) Maintain seismic compliance through 2030.

l) Capital improvement investments as needed under the guidance of the independent governing board and health facility needs.

m) Maintain all essential medical and surgical services including the services identified in 2(b) above and County of LA contracts as needed by facility and community, including the Hospital Preparedness Program Agreement.

n) Negotiate and implement fair and market competitive managed care contracts; Medicare managed care, Medi-Cal managed care, commercial managed care and workers' compensation plans.

Seton Hospital.

a) The Attorney General conditions shall be binding on the entities enumerated in the Attorney General's Decision dated December 3, 2015, provided that:

i. The conditions shall conform to the transaction described in this Agreement; and
ii. The entities who are involved in the purchase of Assets pursuant to this Agreement agree to be bound by the prospective Attorney General conditions substantively conforming to all the provisions herein.

b) The Attorney General conditions shall apply to this Agreement and any and all other agreements contemplated and delivered pursuant to this Agreement, including as may be applicable, financing, management services, and similar agreements.

c) Provide written notice to the Attorney General sixty (60) days prior to entering into any sale or transfer agreement.

d) Maintain emergency medical services.

e) Maintain essential medical services including 24-hour emergency, cardiac services, critical care, women's health services, sub-acute services, gastroenterology, orthopedics, diabetes services, wound care and nephrology services.

f) Maintain charity care policies consistent with Purchaser's standards for its fifteen (15) current California hospitals.

g) Maintain community benefit services based on community need and charity care policies.

h) Participation in Medicare and Medi-Cal programs.

i) Maintain physician privileges and independent medical staff.

j) Purchaser shall enter into an agreement with San Mateo County to maintain Seton Hospital as a safety net hospital.

k) Make necessary investments for seismic compliance through 2030.

Seton Coastside.

a) The Attorney General conditions shall be binding on the entities enumerated in the Attorney General's Decision dated December 3, 2015, provided that:

   i. The conditions shall conform to the transaction described in this Agreement; and
   ii. The entities who are involved in the purchase of Assets pursuant to this Agreement agree to be bound by the prospective Attorney General conditions substantively conforming to all the provisions herein.

b) The Attorney General conditions shall apply to this Agreement and any and all other agreements contemplated and delivered pursuant to this Agreement, including as may be applicable, financing, management services, and similar agreements.

c) Provide written notice to the Attorney General sixty (60) days prior to entering into any sale or transfer agreement.

d) Maintain urgent care services.

e) Maintain skilled nursing services.

f) Maintain charity care policies consistent with Purchaser's standards for its fifteen (15) current California hospitals.

g) Maintain community benefit services based on community need and charity care policies.

h) Participation in Medicare and Medi-Cal programs.

i) Maintain physician privileges and independent medical staff.

j) Purchaser shall enter an agreement with San Mateo County to maintain Seton Coastside as a safety net hospital.

k) Make necessary investments for seismic compliance through 2030.

SCHEDULE ___

(Bidding Procedures)

BIDDING PROCEDURES

Set forth below are the bidding procedures (the "Bidding Procedures") to be employed in connection with the sale of assets as defined in the APA, including, but not limited to, St Francis Medical Center, St. Vincent Medical Center, and Seton Medical Center (including Seton Coastside) (including cash, accounts receivable and causes of action) (the "Purchased Assets"), in connection with the ~~chapter~~Chapter 11 cases pending in the United States Bankruptcy Court for the Central District of California (the "Bankruptcy Court") jointly administered as case number 2:18-bk-20151-ER, , in the form approved by the Bankruptcy Court by Order dated _____ __, 2018 (the "Bidding Procedures Order").

The Debtors entered into that certain Asset Purchase Agreement, dated _____, 2018 between the Debtors, on the one hand, and Prime Healthcare Services, Inc. (the "Stalking Horse Purchaser"), on the other hand, pursuant to which the Stalking Horse Purchaser shall acquire the Purchased Assets on the terms and conditions specified therein (together with the schedules and related documents thereto, the "Stalking Horse APA"). The sale transaction pursuant to the Stalking Horse APA is subject to competitive bidding as set forth herein. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the *Debtors' Notice of Motion and Motion for the Entry of (I) an Order (1) Approving Form of Asset Purchase Agreement for Stalking Horse Bidder and for Prospective Overbidders to Use, (2) Approving Auction Sale Format, Bidding Procedures and Stalking Horse Bid Protections, (3) Approving Form of Notice to be Provided to Interested Parties, (4) Scheduling a Hearing to Consider Approval of the Sale to the Highest Bidder, (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; and (II) an Order (A) Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances* (the "Sale Motion") or the Bidding Procedures Order.

I. ASSETS TO BE SOLD

The Debtors seek to complete a sale of all assets of St Francis Medical Center, St. Vincent Medical Center, and Seton Medical Center (including Seton Coastside) (including cash, accounts receivable and causes of action) (the "Sale"). The Stalking Horse APA will serve as the "stalking-horse" bid for the Purchased Assets.

II. THE BIDDING PROCEDURES

In order to ensure that the Debtors receive the maximum value for the Purchased Assets, they intend to hold a sale process for the Purchased Assets pursuant to the procedures and on the timeline proposed herein.

A. Provisions Governing Qualifications of Bidders

Unless otherwise ordered by the Court, in order to participate in the bidding process, each person, other than the Stalking Horse Purchaser, who wishes to participate in the bidding process (a "Potential Bidder") must deliver, prior to the Bid Deadline (defined herein), the following to the Notice Parties (defined herein):

(a) a written disclosure of the identity of each entity that will be bidding for the Purchased Assets or otherwise participating in connection with such bid; and

(b) an executed confidentiality agreement (to be delivered prior to the distribution of any confidential information by the Debtors to a Potential Bidder) in form and substance satisfactory to the Debtors and the Consultation Parties and which shall inure to the benefit of any purchaser of the Purchased Assets; without limiting the foregoing, each confidentiality agreement executed by a Potential Bidder shall contain standard non-solicitation provisions.

A Potential Bidder that delivers the documents and information described above and that the Debtors determine in their reasonable business judgment, after consultation with the Consultation Parties, is likely (based on availability of financing, experience, and other considerations) to be able to consummate the sale, will be deemed a qualified bidder ("Qualified Bidder"). The Debtors will limit access to due diligence to those parties it believes, in the exercise of its reasonable judgment and in consultation with the Consultation Parties, are pursuing the transaction in good faith.

As promptly as practicable after a Potential Bidder delivers all of the materials required above, the Debtors will determine and will notify the Potential Bidder if such Potential Bidder is a Qualified Bidder.

B. Due Diligence

The Debtors will afford any Qualified Bidder such due diligence access or additional information as the Debtors, in consultation with their advisors and the Consultation Parties, deem appropriate, in their reasonable discretion. The due diligence period shall extend through and ~~including~~include the relevant Bid Deadline; provided, however, that any Qualified Bid (defined herein) submitted shall be irrevocable until the selection of the Successful Bidder(s) (defined herein) and any Back-Up Bidder(s) (defined herein).

C. Provisions Governing Qualified Bids

A bid submitted will be considered a Qualified Bid only if the bid is submitted by a Qualified Bidder and complies with all of the following (a "Qualified Bid"):

a) it states that the applicable Qualified Bidder offers to purchase, in cash, some or all of the Purchased Assets;

b) it identifies with particularity the portion of the Purchased Assets the Qualified Bidder is offering to purchase;

c) it allocates with specificity the portion of the purchase price offered that the Qualified Bidder attributes to St. Francis Medical Center, St. Vincent Medical Center, Seton Medical Center, and Seton Coastside, respectively;[1]

d) it includes a signed writing that the Qualified Bidder's offer is irrevocable until the selection of the Successful Bidder and the Back-Up Bidder, provided that if such bidder is selected as the Successful Bidder or the Back-Up Bidder then the offer shall remain irrevocable until the earlier of (i) the closing of the transaction with the Successful Bidder and (ii) the date that is thirty (30) business days after entry of the Sale Order with respect to the Successful Bidder and thirty-one (31) business days after entry of the Sale Order with respect to the Back-Up Bidder;

e) it includes confirmation that there are no conditions precedent to the Qualified Bidder's ability to enter into a definitive agreement and that all necessary internal governance and shareholder approvals have been obtained prior to the bid;

f) it sets forth each regulatory and third-party approval required for the Qualified Bidder to consummate the transaction and the time period within which the Qualified Bidder expects to receive such approvals and establishes a substantial likelihood that the Qualified Bidder will obtain such approvals by the stated time period;

g) it includes a duly authorized and executed copy of a purchase or acquisition agreement in the form of the Stalking Horse APA (a "Purchase Agreement"), including the purchase price for some or all of the Purchased Assets or, alternatively, assets which are not currently included in the Stalking Horse Bid, or both, expressed in U.S. Dollars, together with all exhibits and schedules thereto, together with copies marked ("Marked Agreement") to show any amendments and modifications to the Stalking Horse APA and the Sale Order;

h) it includes written evidence of a firm, irrevocable commitment for cash financing for the full bid price of the Purchase Price or other evidence of ability to consummate the proposed transaction, that will allow the Debtors to make a reasonable determination as to the Qualified Bidder's financial and other capabilities to consummate the transaction contemplated by the Purchase Agreement;

i) if the bid is for all of the Purchased Assets, it must have a value to the Debtors, in the Debtors' exercise of its reasonable business judgment, after consultation with its advisors and the Consultation Parties, that is greater than or equal to the sum of the value offered under the Stalking Horse APA, plus (i) the amount of the Break-Up Fee ($15,000,000); (ii) the amount of the Expense Reimbursement ($2,350,000); and (iii) $7,500,000 (the

[1] For the avoidance of doubt, such allocation shall not be binding on the Debtors, their estates or any Consultation Party.

"Initial Bidding Increment," and, together with the Break-Up Fee and the Expense Reimbursement, the "Minimum Qualified Bid");

j) if the bid is a partial bid (the "Partial Bid"),[2] in order to be a bid qualified to participate in the Partial Bid Auction (as defined below) (each, a "Partial Bid Auction Qualified Bid"), it must have a value to the Debtors when aggregated with other Partial Bids, in the Debtors' exercise of its reasonable business judgment, after consultation with the Consultation Parties, that is ~~fifty~~equal to or greater than seventy-five percent (~~50~~75%) of the Minimum Qualified Bid; provided, however, that (i) in the event that the Debtors aggregate the bids, the Partial Bid purchasers' responsibility for the Break-Up Fee, the Expense Reimbursement, and the Initial Bidding Increment shall be allocated *pro rata* according to the value of the assets to be purchased by each Partial Bid purchaser, and (ii) in no event shall the Stalking Horse Purchaser be entitled to more than one Break-Up Fee and/or Expense Reimbursement;

k) it identifies with particularity which (i) executory contracts and unexpired leases the Qualified Bidder wishes ~~to~~ the Debtors to assume and assign to it;~~,~~ and (ii) Purchased Assets, subject to purchase money liens or the like, the Qualified Bidder wishes to acquire and therefore pay the associated purchase money financing;

l) it contains sufficient information concerning the Qualified Bidder's ability to provide adequate assurance of performance with respect to executory contracts and unexpired leases;

m) it includes an acknowledgement and representation that the Qualified Bidder: (~~A~~i) has had an opportunity to conduct any and all required due diligence regarding the Purchased Assets prior to making its offer and that the offer is not subject to any further due diligence or the need to raise capital/financing to consummate the proposed transaction; (~~B~~ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Purchased Assets in making its bid; (~~C~~iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Purchased Assets or the completeness of any information provided in connection therewith or with the relevant Auction (defined below), except as expressly stated in the Purchase Agreement; and (~~D~~iv) is not entitled to any expense reimbursement, break-up fee, or similar type of payment in connection with its bid;

n) it includes evidence, in form and substance reasonably satisfactory to the Debtors, of final authorization and approval from the Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the Purchase Agreement;

[2] A Partial Bid shall mean a bid for less than all of the Purchased Assets.

o) unless it is a credit bid by a secured creditor of the Debtors made in accordance with § 363(k) of the Bankruptcy Code that seeks to purchase only assets that have been determined by the Court to be validly subject to such secured creditor's liens, it is accompanied by a (i) good faith deposit in the form of a wire transfer (to a bank account specified by the Debtors), certified check or such other form of cash or cash equivalent acceptable to the Debtors, payable to the order of the Debtors (or such other party as the Debtors may determine) in an amount equal to ~~$~~ 15% of the Minimum Qualified Bid (the "Good Faith Deposit"); provided, however, that if the bid is a Partial Bid, the Good Faith Deposit shall be in an amount equal to ~~10~~15% of the amount of the Partial Bid, which Good Faith Deposit shall, in either event, be forfeited if such bidder is the Successful Bidder and breaches its obligation to close; and (ii) if the Qualified Bidder is a secured creditor of the Debtors who intends to make a credit bid (a "Credit Bid Bidder"), evidence of (~~a~~A) the basis for and property covered by such Credit Bid Bidder's secured claim, (~~b~~B) the amount of such Credit Bid Bidder's claim that is secured by the property in question, (~~c~~C) whether it is the senior secured claim on the property (x) prepetition and (y) as of the date of the request to be a Qualified Bidder, as well as (~~d~~D) an explanation of the existence, actual or potential, of any Challenge to such Credit Bid Bidder's secured claim within the meaning of the Final DIP Order.

p) it contains a detailed description of how the Qualified Bidder intends to treat current employees of the Debtors;

q) it is for cash and not subject to any financing contingency;

r) it identifies the person(s) and their title(s) who will attend the relevant Auction, and confirms that such person(s) have authority to make binding Overbids (defined below) at such Auction

s) it contains such other information reasonably requested by the Debtors; and

t) it is received prior to the Bid Deadline.

The Debtors, in consultation with the Consultation Parties, may qualify any bid as a Qualified Bid that meets the foregoing requirements. Notwithstanding the foregoing, the Stalking Horse Purchaser is deemed a Qualified Bidder and the Stalking Horse APA is deemed a Qualified Bid, for all purposes in connection with the Bidding Process, the Auctions, and the Sale.

The Debtors shall notify the Consultation Parties, the Stalking Horse Purchaser, all Qualified Bidders and the Notice Parties in writing as to whether or not any bids constitute Qualified Bids (and with respect to each Qualified Bidder that submitted a bid as to whether such Qualified Bidder's bid constitutes a Qualified Bid) and provide copies of the Purchase Agreements relating any such Qualified Bid to the Consultation Parties, the Stalking Horse Purchaser and such Qualified Bidders, and the Notice Parties no later than one (1) day following the Debtors' receipt of any Qualified Bids.

Notwithstanding anything in these Bidding Procedures, the Debtors shall provide to the Stalking Horse Purchaser, immediately upon receipt/determination, each of the following: (i) notice of the determination of which other bidders have been determined to be Qualified Bidders, (ii) notice of which bidders have been determined to not have submitted Qualified Bids, and (iii) provide to Stalking Horse Purchaser copies of all bids, including all documents listed in Section C.

Notwithstanding anything in these Bidding Procedures, no later than (A) seven (7) days after the entry of the Bid Procedures Order, the Debtors shall provide to the Stalking Horse Purchaser a copy of the proposed scoring matrix that is to be used to evaluate the Qualified Bids and (B) one (1) day prior to the Partial Bid Auction, the Debtors shall provide to the Stalking Horse Purchaser all completed scoring matrices used to evaluate the Qualified Bids.

D. Bid Deadline

A Qualified Bidder that desires to make a bid must deliver written copies of its bid to the following parties (collectively, the "Notice Parties): (i) counsel to the Debtors: Dentons US LLP, 601 S. Figueroa Street, Suite 2500, Los Angeles, CA 90017 (Attn: Tania M. Moyron (tania.moyron@dentons.com)); (ii) the Debtors' Investment Banker: Cain Brothers, a division of KeyBanc Capital Markets, 601 California Street, Suite 1505, San Francisco, CA 94108 (Attn: James Moloney (jmoloney@cainbrothers.com)); (iii) counsel to the Stalking Horse Purchaser: ——————Shulman Hodges & Bastian LLP, 100 Spectrum Center Drive, Suite 600, Irvine, CA 92618 (Attn: Leonard M. Shulman (LShulman@shbllp.com); (iv) the Office of the United States Trustee (the "U.S. Trustee"): 915 Wilshire Blvd., Suite 1850, Los Angeles, California 90017 (Attn: Hatty Yip (Hatty.Yip@usdoj.gov)); and (v) counsel to the Official Committee, Milbank, Tweed, Hadley & McCloy LLP, 2029 Century Park East, 33rd Floor Los Angeles, CA 90067 (Attn: Gregory A. Bray (gbray@milbank.com); (vi) (vi) counsel to the Master Trustee and Series 2005 Bond Trustee: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.,One Financial Center, Boston, Massachusetts 02111 (Attn: Daniel S. Bleck and Paul Ricotta (dsbleck@mintz.com, pricotta@mintz.com); and (vii) counsel to the Series 2015 and Series 2017 Notes Trustee: Maslon, LLP, 3300 Wells Fargo Center, 90 South Seventh Street, Minneapolis, MN 55402 (Attn: Clark Whitmore), so as to be received by the Notice Parties not later than _____, **at 4:00 p.m. (prevailing Pacific Time)** for partial bids (the "Partial Bid Deadline") or _____, **at 4:00 p.m. (prevailing Pacific Time)** for full bids (the "Bid Deadline"). For the avoidance of doubt, the Partial Bid Deadline shall be no less than 7 days prior to the Partial Bid Auction and the Bid Deadline shall be no less than 7 days prior to the Full Bid Auction.

A list of all Qualified Bids, as well as all adequate assurance information included in such bids as required by paragraph C(l) above, will be provided to Cigna (through its counsel) no later than _____, at 4:00 p.m. (prevailing Pacific Time) to allow it to evaluate Qualified Bidders related to adequate assurance of future performance of the Cigna Provider Agreements (as defined in Docket No. 445).

E. Credit Bidding

Any party with a valid, properly perfected security interest in any of the Purchased Assets (which is not subject to a pending Challenge within the meaning of the Final DIP Order) may credit bid for

the Purchased Assets in connection with the Sale pursuant to § 363(k) of the Bankruptcy Code, except as otherwise limited by the Debtors for cause; provided, however, that any party seeking to credit bid may not credit bid unless such bid provides that all secured creditors with security interests on such Purchased Assets which is senior to such junior security interest are to be paid in cash in connection with such junior creditor's bid. Any credit bids made by secured creditors shall not impair or otherwise affect the Stalking Horse Purchaser's entitlement to the benefits of the Bidding Procedures and related protections granted under the Bidding Procedures Order.

F. Evaluation of Competing Bids

A Qualified Bid will be valued based upon several factors including, without limitation: (i) the amount of such bid; (ii) the risks and timing associated with consummating such bid; (iii) any proposed revisions to the form of Stalking Horse APA; and (iv) any other factors deemed relevant by the Debtors in its reasonable discretion, in consultation with the Consultation Parties, including the amount of cash included in the bid.

G. No Qualified Bids

If the Debtors do not receive any Qualified Bids other than the Stalking Horse APA, the Debtors will not hold an auction and the Stalking Horse Purchaser will be named the Successful Bidder for the Purchased Assets.

If the Debtors receive one or more qualified Partial Bid Auction Qualified Bids and, after the Partial Bid Auction required by Section H of these Bidding Procedures, the Debtors will determine, in consultation with the Consultation Parties, whether any combination of the Winning Partial Bids can be aggregated to an amount greater than or equal to the Minimum Qualified Bid. In the event that no such combination of Partial Bid Auction Qualified Bids can be so aggregated, then no Partial Bid Auction Qualified Bid shall be deemed Qualified Bids for purposes of proceeding with the relevant Auction.

H. Auction Process

If the Debtors receive one or more Partial Bid Auction Qualified Bids with a value which when aggregated is equal to or greater than ~~fifty~~seventy-five percent (~~50~~75%) of the Minimum Qualified Bid, the Debtors will conduct separate auctions of each asset (each, a "Partial Bid Auction") commencing with the ~~lowest~~highest value asset. Any Partial Bidder holding a Partial Bid Auction Qualified Bid shall be entitled to bid on any assets in the Partial Bid Auction. The procedures below shall apply to the Partial Bid Auction, except as where otherwise indicated.

The Partial Bid Auction Qualified Bids deemed at the conclusion of the Partial Bid Auction to be the highest and best bids for each asset (the "Winning Partial Bids") shall be aggregated for valuation purposes (as aggregated, the "Aggregate Winning Partial Bid"), and the holders of the Winning Partial ~~Bidders~~Bids shall be permitted to participate in the Auction (as defined below) of the Purchased Assets.

The Debtors will conduct the Partial Bid Auction, which shall be transcribed, on _____ at 10:00 a.m. (prevailing Pacific Time) and, if the Debtors receive one or more Qualified Full Bids in addition to the Stalking Horse APA, the the Debtors will conduct a full bid auction of the

Purchased Assets (the "Full Bid Auction" and together with the Partial Bid Auction, each an "Auction"), which shall be transcribed, on _____ (the "Full Bid Auction Date") at 10:00 a.m. (prevailing Pacific Time), at the offices of Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, California 90017, or such other location as shall be timely communicated to all entities entitled to attend the Full Bid Auction.

~~The~~Each Auction shall be conducted in accordance with the following procedures:

a) only the Debtors, the Stalking Horse Purchaser, Qualified Bidders who have timely submitted a Qualified Bid, the U.S. Trustee, and the Consultation Parties, and their respective advisors, and other parties who request and receive authority to attend the ~~auction~~relevant Auction in advance from the Debtors may attend the relevant Auction;

b) only the Stalking Horse Purchaser and the Qualified Bidders who have timely submitted Qualified Bids will be entitled to make any subsequent bids at the relevant Auction;

c) each Qualified Bidder shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the sale;

d) within one (1) business day after the Bid Deadline and, in no event later than the conclusion of the Partial Bid Auction, the Debtors will provide copies of the Qualified Bid or combination of Qualified Bids (including, without limitation, Winning Partial Bids) which the Debtors believe in their reasonable discretion, in consultation with the Consultation Parties (who shall have been furnished with copies of the Qualified Bid(s) within twenty-four (24) hours of their receipt by the Debtors), is the highest or otherwise best offer (the "Baseline Bid") to all Qualified Bidders (including, without limitation, Winning Partial Bidders, and the Notice Parties);

e) all Qualified Bidders who have timely submitted Qualified Bids will be entitled to be present for all ~~Subsequent Bids (defined herein)~~subsequent bids at the relevant Auction and the actual identity of each Qualified Bidder will be disclosed on the record at the relevant Auction; provided that all Qualified Bidders wishing to attend the relevant Auction must have at least one individual representative with authority to bind such Qualified Bidder attending the relevant Auction in person;

f) the Debtors, after consultation with the Consultation Parties, may employ and announce at the relevant Auction additional procedural rules that are reasonable under the circumstances for conducting the relevant Auction, provided that such rules are (i) not inconsistent with the Bidding Procedures, the Stalking Horse APA, the Bankruptcy Code, or any order of the Court entered in connection herewith, and (ii) disclosed to the Stalking Horse Purchaser and each other Qualified Bidder at the relevant Auction;

g) bidding at the relevant Auction will begin with the Baseline Bid and continue in bidding increments to be determined in the discretion of the Debtors, in

consultation with the Stalking Horse ~~Bidder~~Purchaser and the Consultation Parties (each a "Overbid") which shall be made and received on an open basis, and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders who submitted Qualified Bids (including, without limitation, Winning Partial Bids), as well as to the Notice Parties;

h) Any Qualified Bidder (including, without limitation, Winning Partial Bids) that fails to make an Overbid in any round of bidding shall be disqualified from participating in any subsequent round of bidding;

i) The initial Overbid, if any, shall provide for total consideration to Debtors with a value that exceeds the value of the consideration under the Baseline Bid by an incremental amount that is not less than the sum of the Bid Protections. Additional consideration in excess of the amount set forth in the respective Baseline Bid must include: (~~1~~i) cash or (~~2~~ii) in the case of a Qualified Bidder (including, without limitation, Winning Partial Bids) that has a valid and perfected lien (not subject to a Challenge within the meaning the Final DIP Order) on any assets of Debtors' estates, a credit bid of up to the full amount of such Qualified Bidder's allowed perfected lien, subject to § 363(k) of the Bankruptcy Code and any other restrictions set forth herein;

j) After the first round of bidding and at the conclusion of each subsequent round of bidding, the Debtors, after consultation with the Consultation Parties, shall announce the bid (including any combination of bids made by Winning Partial Bidders) that they believe to be the highest or otherwise better offer (the "Prevailing Highest Bid"). Debtors shall describe to all Qualified Bidders the material terms of any Overbid designated as the Prevailing Highest Bid as well as the value attributable by Debtors to such Prevailing Highest Bid. A round of bidding will conclude after each participating Qualified Bidder (or group of Winning Partial Bidders) has had the opportunity to submit an Overbid (or combination of Overbids) with full knowledge of the Prevailing Highest Bid. Except as specifically set forth herein, for the purpose of evaluating the value of the consideration provided by Overbids, the Debtors will give effect to the Break Up Fee payable to the Stalking Horse Purchaser as well as any additional liabilities or Cure Amounts (defined herein) to be assumed by the Stalking Horse Purchaser or a Qualified Bidder, as applicable, and any additional costs which may be imposed on the Debtors; and

(k) At the Full Bid Auction, the Stalking Horse ~~Bidder~~Purchaser may, subject to the terms and conditions set forth herein, elect to bid for the Purchased Assets as described in the Bid Procedures Order. In that event, and as long as the Stalking Horse ~~Bidder~~Purchaser so bids, the Winning Partial Bidders must continue to present qualified Winning Partial Bids (i.e., bids as to which the aggregate of all still pending Winning Partial Bids is greater than or equal to the then Prevailing Highest Bid) for the Purchased Assets in each round to continue to bid as Winning Partial Bidders in the Full Bid Auction. However, the Stalking Horse ~~Bidder~~Purchaser, and any bidder with a Qualified Full Bid, (a) may elect to bid

against any one or more of the Winning Partial Bidders for the assets subject to the Partial Bid(s) in lieu of their Purchased Assets bid, and (b) overbid for those assets, and thereby replace that Winning Partial Bidder or bidders as the proponent of the relevant Winning Partial Bids or Aggregate Winning Partial Bid. ~~.~~In other words, so long as the aggregate of all still pending Winning Partial Bids is greater than or equal to the then Prevailing Highest Bid, the Stalking Horse ~~Bidder~~Purchaser may elect to relinquish its Stalking Horse Bid and, instead, overbid the highest bidder for one or more of the hospitals, to replace that bidder as part of the Qualified Partial Bid. The Debtor may elect, in its discretion, after consultation with the Consultation Parties, to allow partial bidders to bid for the full assets, or to allow full bidders to bid for partial assets in any given round, provided that in any given round there is an aggregate bid or a full asset bid that is superior to the highest and best offer for the full assets in the prior round. In all events, (i) any such Overbid shall continue to comply with all of the requirements for Qualified Bids set forth in Section C of these Bidding Procedures; and (ii) the bidder submitting such a modified Qualified Bid or Qualified Partial Bid shall furnish to the Debtors and the Consultation Parties, within twenty-four (24) hours of the conclusion of the relevant Auction, a revised Purchase Agreement and Marked Agreement show all amendments and modifications to the Stalking Horse APA and the Sale Order.

I. Selection of Successful Bid

Prior to the conclusion of the relevant Auction, the Debtors, in consultation with the Consultation Parties, will review and evaluate each Qualified Bid in accordance with the procedures set forth herein and determine which offer or offers are the highest or otherwise best from among the Qualified Bidders submitted at the relevant Auction (one or more such bids, collectively the "Successful Bid" and the bidder(s) making such bid, collectively, the "Successful Bidder"), and communicate to the Qualified Bidders the identity of the Successful Bidder and the details of the Successful Bid. The determination of the Successful Bid by the Debtors at the conclusion of the relevant Auction shall be subject to approval by the Court.

Unless otherwise agreed to by the Debtors and the Successful Bidder, within two (2) business days after the conclusion of the relevant Auction, the Successful Bidder shall complete and execute all agreements, contracts, instruments, and other documents evidencing and containing the terms and conditions upon which the Successful Bid was made. Within forty-eight (48) hours following the conclusion of the relevant Auction, the Debtors shall file a notice identifying the Successful Bidder(s) with the Court and shall serve such notice by fax, email, or if neither is available, by overnight mail to all counterparties whose contracts are to be assumed and assigned.

The Debtors will sell the Purchased Assets to the Successful Bidder pursuant to the terms of the Successful Bid upon the approval of such Successful Bid by the Court at the Sale Hearing and satisfaction of any other closing conditions set forth in the Successful Bidder's Purchase Agreement.

J. Return of Deposits

All Good Faith Deposits shall be returned to each Qualified Bidder not selected by the Debtors as the Successful Bidder or the Back-Up Bidder no later than five (5) business days following the conclusion of the Sale Hearing.

K. Back-Up Bidder

If an Auction is conducted, the Qualified Bidder or Qualified Bidders with the next highest or otherwise best Qualified Bid, as determined by the Debtors in the exercise of their business judgment, in consultation with the Consultation Parties, at the relevant Auction shall be required to serve as a back-up bidder (the "Back-Up Bidder") and keep such bid open and irrevocable until the later of (i) thirty (30) days after the Sale Hearing or (ii) approval of the Qualified Bidders' purchase by the California Attorney General, if necessary. If the Successful Bidder fails to consummate the approved sale because of a breach or failure to perform on the part of such Successful Bidder, the Back-Up Bidder will be deemed to be the new Successful Bidder, and the Debtors will be authorized, but not required, to consummate the sale with the Back-Up Bidder without further order of the Court.

L. Break-Up Fee

In recognition of this expenditure of time, energy, and resources, the Debtors have agreed that if the Stalking Horse Purchaser is not the Successful Bidder as to the Purchased Assets, the Debtors will pay the Stalking Horse Purchaser at closing of the sale of the Purchased Assets the Break-Up Fee and the Expense Reimbursement as set forth in the Asset Purchase Agreement.

III. Sale Hearing

The Debtors will seek entry of the Sale Order from the Court at the Sale Hearing to begin at **2:00 p.m. Pacific Time on** _____ (or at another date and time convenient to the Court) to approve and authorize the sale transaction to the Successful Bidder(s) on terms and conditions determined in accordance with the Bidding Procedures. The Debtors may submit and present such additional evidence, as they may deem necessary, at the Sale Hearing demonstrating that the Sale is fair, reasonable, and in the best interest of the Debtors' estates and all interested parties, and satisfies the standards necessary to approve a sale of the Purchased Assets.[22]

IV. Sale Order

The Sale Order will provide Court approval of (i) the Sale to the Successful Bidder, free and clear of all liens, claims, interests, and encumbrances pursuant to § 363 of the Bankruptcy Code, with the proceeds of the Sale deposited in accordance with Paragraph 4 of the Final DIP Order, with all liens, claims, interests, and encumbrances to attach to the sale proceeds with the same validity and in the same order of priority as they attached to the Purchased Assets prior to the Sale, including, without limitation, the liens and security interests of the DIP Lender and each of the Prepetition Secured Creditors under the relevant agreements, applicable law and the Final DIP Order, and (ii) the assumption by the Debtors and assignment to the Successful Bidder of the Assumed Executory Contracts and Leases pursuant to § 365 of the Bankruptcy Code.

VII. Reservation

The Debtors reserve the right, as they may determine in their discretion and in accordance with their business judgment to be in the best interest of their estates, in consultation with their professionals and the Consultation Parties to: (i) modify the Bidding Procedures to discontinue incremental bidding and then require that any and all bidders or potential purchasers to submit their sealed, highest and best offer for the Purchased Assets; (ii) determine which Qualified Bid is the highest or otherwise best bid and which is the next highest or otherwise best bid; (iii) waive terms and conditions set forth herein with respect to all potential bidders; (iv) impose additional terms and conditions with respect to all potential bidders; (v) extend the deadlines set forth herein; (vi) continue or cancel an Auction and/or Sale Hearing in open court without further notice; and (vii) implement additional procedural rules that the Debtors determine, in their reasonable business judgment and in consultation with their professionals and the Official Committee, will better promote the goals of the bidding process; provided that such modifications are (a) not inconsistent with the Bidding Procedures Order, the Bidding Procedures, the Bankruptcy Rules, the Bankruptcy Code, or any Order of the Bankruptcy Court entered in connection herewith; and (b) disclosed to each Qualified Bidder participating in the ~~Auction~~Auctions.

DRAFT

SCHEDULE ___

(Bidding Procedures)

BIDDING PROCEDURES

Set forth below are the bidding procedures (the "Bidding Procedures") to be employed in connection with the sale of assets as defined in the APA, including, but not limited to, St Francis Medical Center, St. Vincent Medical Center, and Seton Medical Center (including Seton Coastside) (including cash, accounts receivable and causes of action) (the "Purchased Assets"), in connection with the Chapter 11 cases pending in the United States Bankruptcy Court for the Central District of California (the "Bankruptcy Court") jointly administered as case number 2:18-bk-20151-ER, , in the form approved by the Bankruptcy Court by Order dated _____ __, 2018 (the "Bidding Procedures Order").

The Debtors entered into that certain Asset Purchase Agreement, dated _____, 2018 between the Debtors, on the one hand, and Prime Healthcare Services, Inc. (the "Stalking Horse Purchaser"), on the other hand, pursuant to which the Stalking Horse Purchaser shall acquire the Purchased Assets on the terms and conditions specified therein (together with the schedules and related documents thereto, the "Stalking Horse APA"). The sale transaction pursuant to the Stalking Horse APA is subject to competitive bidding as set forth herein. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the *Debtors' Notice of Motion and Motion for the Entry of (I) an Order (1) Approving Form of Asset Purchase Agreement for Stalking Horse Bidder and for Prospective Overbidders to Use, (2) Approving Auction Sale Format, Bidding Procedures and Stalking Horse Bid Protections, (3) Approving Form of Notice to be Provided to Interested Parties, (4) Scheduling a Hearing to Consider Approval of the Sale to the Highest Bidder, (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; and (II) an Order (A) Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances* (the "Sale Motion") or the Bidding Procedures Order.

I. ASSETS TO BE SOLD

The Debtors seek to complete a sale of all assets of St Francis Medical Center, St. Vincent Medical Center, and Seton Medical Center (including Seton Coastside) (including cash, accounts receivable and causes of action) (the "Sale"). The Stalking Horse APA will serve as the "stalking-horse" bid for the Purchased Assets.

II. THE BIDDING PROCEDURES

In order to ensure that the Debtors receive the maximum value for the Purchased Assets, they intend to hold a sale process for the Purchased Assets pursuant to the procedures and on the timeline proposed herein.

A. Provisions Governing Qualifications of Bidders

Unless otherwise ordered by the Court, in order to participate in the bidding process, each person, other than the Stalking Horse Purchaser, who wishes to participate in the bidding process (a "Potential Bidder") must deliver, prior to the Bid Deadline (defined herein), the following to the Notice Parties (defined herein):

(a) a written disclosure of the identity of each entity that will be bidding for the Purchased Assets or otherwise participating in connection with such bid; and

(b) an executed confidentiality agreement (to be delivered prior to the distribution of any confidential information by the Debtors to a Potential Bidder) in form and substance satisfactory to the Debtors and the Consultation Parties and which shall inure to the benefit of any purchaser of the Purchased Assets; without limiting the foregoing, each confidentiality agreement executed by a Potential Bidder shall contain standard non-solicitation provisions.

A Potential Bidder that delivers the documents and information described above and that the Debtors determine in their reasonable business judgment, after consultation with the Consultation Parties, is likely (based on availability of financing, experience, and other considerations) to be able to consummate the sale, will be deemed a qualified bidder ("Qualified Bidder"). The Debtors will limit access to due diligence to those parties it believes, in the exercise of its reasonable judgment and in consultation with the Consultation Parties, are pursuing the transaction in good faith.

As promptly as practicable after a Potential Bidder delivers all of the materials required above, the Debtors will determine and will notify the Potential Bidder if such Potential Bidder is a Qualified Bidder.

B. Due Diligence

The Debtors will afford any Qualified Bidder such due diligence access or additional information as the Debtors, in consultation with their advisors and the Consultation Parties, deem appropriate, in their reasonable discretion. The due diligence period shall extend through and include the relevant Bid Deadline; provided, however, that any Qualified Bid (defined herein) submitted shall be irrevocable until the selection of the Successful Bidder(s) (defined herein) and any Back-Up Bidder(s) (defined herein).

C. Provisions Governing Qualified Bids

A bid submitted will be considered a Qualified Bid only if the bid is submitted by a Qualified Bidder and complies with all of the following (a "Qualified Bid"):

a) it states that the applicable Qualified Bidder offers to purchase, in cash, some or all of the Purchased Assets;

b) it identifies with particularity the portion of the Purchased Assets the Qualified Bidder is offering to purchase;

c) it allocates with specificity the portion of the purchase price offered that the Qualified Bidder attributes to St. Francis Medical Center, St. Vincent Medical Center, Seton Medical Center, and Seton Coastside, respectively;[1]

d) it includes a signed writing that the Qualified Bidder's offer is irrevocable until the selection of the Successful Bidder and the Back-Up Bidder, provided that if such bidder is selected as the Successful Bidder or the Back-Up Bidder then the offer shall remain irrevocable until the earlier of (i) the closing of the transaction with the Successful Bidder and (ii) the date that is thirty (30) business days after entry of the Sale Order with respect to the Successful Bidder and thirty-one (31) business days after entry of the Sale Order with respect to the Back-Up Bidder;

e) it includes confirmation that there are no conditions precedent to the Qualified Bidder's ability to enter into a definitive agreement and that all necessary internal governance and shareholder approvals have been obtained prior to the bid;

f) it sets forth each regulatory and third-party approval required for the Qualified Bidder to consummate the transaction and the time period within which the Qualified Bidder expects to receive such approvals and establishes a substantial likelihood that the Qualified Bidder will obtain such approvals by the stated time period;

g) it includes a duly authorized and executed copy of a purchase or acquisition agreement in the form of the Stalking Horse APA (a "Purchase Agreement"), including the purchase price for some or all of the Purchased Assets or, alternatively, assets which are not currently included in the Stalking Horse Bid, or both, expressed in U.S. Dollars, together with all exhibits and schedules thereto, together with copies marked ("Marked Agreement") to show any amendments and modifications to the Stalking Horse APA and the Sale Order;

h) it includes written evidence of a firm, irrevocable commitment for cash financing for the full bid price of the Purchase Price or other evidence of ability to consummate the proposed transaction, that will allow the Debtors to make a reasonable determination as to the Qualified Bidder's financial and other capabilities to consummate the transaction contemplated by the Purchase Agreement;

i) if the bid is for all of the Purchased Assets, it must have a value to the Debtors, in the Debtors' exercise of its reasonable business judgment, after consultation with its advisors and the Consultation Parties, that is greater than or equal to the sum of the value offered under the Stalking Horse APA, plus (i) the amount of the Break-Up Fee ($15,000,000); (ii) the amount of the Expense Reimbursement ($2,350,000); and (iii) $7,500,000 (the "Initial Bidding Increment," and, together

[1] For the avoidance of doubt, such allocation shall not be binding on the Debtors, their estates or any Consultation Party.

with the Break-Up Fee and the Expense Reimbursement, the "Minimum Qualified Bid");

j) if the bid is a partial bid (the "Partial Bid"),[2] in order to be a bid qualified to participate in the Partial Bid Auction (as defined below) (each, a "Partial Bid Auction Qualified Bid"), it must have a value to the Debtors when aggregated with other Partial Bids, in the Debtors' exercise of its reasonable business judgment, after consultation with the Consultation Parties, that is equal to or greater than seventy-five percent (75%) of the Minimum Qualified Bid; provided, however, that (i) in the event that the Debtors aggregate the bids, the Partial Bid purchasers' responsibility for the Break-Up Fee, the Expense Reimbursement, and the Initial Bidding Increment shall be allocated *pro rata* according to the value of the assets to be purchased by each Partial Bid purchaser, and (ii) in no event shall the Stalking Horse Purchaser be entitled to more than one Break-Up Fee and/or Expense Reimbursement;

k) it identifies with particularity which (i) executory contracts and unexpired leases the Qualified Bidder wishes the Debtors to assume and assign to it; and (ii) Purchased Assets, subject to purchase money liens or the like, the Qualified Bidder wishes to acquire and therefore pay the associated purchase money financing;

l) it contains sufficient information concerning the Qualified Bidder's ability to provide adequate assurance of performance with respect to executory contracts and unexpired leases;

m) it includes an acknowledgement and representation that the Qualified Bidder: (i) has had an opportunity to conduct any and all required due diligence regarding the Purchased Assets prior to making its offer and that the offer is not subject to any further due diligence or the need to raise capital/financing to consummate the proposed transaction; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Purchased Assets in making its bid; (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Purchased Assets or the completeness of any information provided in connection therewith or with the relevant Auction (defined below), except as expressly stated in the Purchase Agreement; and (iv) is not entitled to any expense reimbursement, break-up fee, or similar type of payment in connection with its bid;

n) it includes evidence, in form and substance reasonably satisfactory to the Debtors, of final authorization and approval from the Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the Purchase Agreement;

[2] A Partial Bid shall mean a bid for less than all of the Purchased Assets.

o) unless it is a credit bid by a secured creditor of the Debtors made in accordance with § 363(k) of the Bankruptcy Code that seeks to purchase only assets that have been determined by the Court to be validly subject to such secured creditor's liens, it is accompanied by a (i) good faith deposit in the form of a wire transfer (to a bank account specified by the Debtors), certified check or such other form of cash or cash equivalent acceptable to the Debtors, payable to the order of the Debtors (or such other party as the Debtors may determine) in an amount equal to 15% of the Minimum Qualified Bid (the "Good Faith Deposit"); provided, however, that if the bid is a Partial Bid, the Good Faith Deposit shall be in an amount equal to 15% of the amount of the Partial Bid, which Good Faith Deposit shall, in either event, be forfeited if such bidder is the Successful Bidder and breaches its obligation to close; and (ii) if the Qualified Bidder is a secured creditor of the Debtors who intends to make a credit bid (a "Credit Bid Bidder"), evidence of (A) the basis for and property covered by such Credit Bid Bidder's secured claim, (B) the amount of such Credit Bid Bidder's claim that is secured by the property in question, (C) whether it is the senior secured claim on the property (x) prepetition and (y) as of the date of the request to be a Qualified Bidder, as well as (D) an explanation of the existence, actual or potential, of any Challenge to such Credit Bid Bidder's secured claim within the meaning of the Final DIP Order.

p) it contains a detailed description of how the Qualified Bidder intends to treat current employees of the Debtors;

q) it is for cash and not subject to any financing contingency;

r) it identifies the person(s) and their title(s) who will attend the relevant Auction, and confirms that such person(s) have authority to make binding Overbids (defined below) at such Auction

s) it contains such other information reasonably requested by the Debtors; and

t) it is received prior to the Bid Deadline.

The Debtors, in consultation with the Consultation Parties, may qualify any bid as a Qualified Bid that meets the foregoing requirements. Notwithstanding the foregoing, the Stalking Horse Purchaser is deemed a Qualified Bidder and the Stalking Horse APA is deemed a Qualified Bid, for all purposes in connection with the Bidding Process, the Auctions, and the Sale.

The Debtors shall notify the Consultation Parties, the Stalking Horse Purchaser, all Qualified Bidders and the Notice Parties in writing as to whether or not any bids constitute Qualified Bids (and with respect to each Qualified Bidder that submitted a bid as to whether such Qualified Bidder's bid constitutes a Qualified Bid) and provide copies of the Purchase Agreements relating any such Qualified Bid to the Consultation Parties, the Stalking Horse Purchaser and such Qualified Bidders, and the Notice Parties no later than one (1) day following the Debtors' receipt of any Qualified Bids.

Notwithstanding anything in these Bidding Procedures, the Debtors shall provide to the Stalking Horse Purchaser, immediately upon receipt/determination, each of the following: (i) notice of the determination of which other bidders have been determined to be Qualified Bidders, (ii) notice of which bidders have been determined to not have submitted Qualified Bids, and (iii) provide to Stalking Horse Purchaser copies of all bids, including all documents listed in Section C.

Notwithstanding anything in these Bidding Procedures, no later than (A) seven (7) days after the entry of the Bid Procedures Order, the Debtors shall provide to the Stalking Horse Purchaser a copy of the proposed scoring matrix that is to be used to evaluate the Qualified Bids and (B) one (1) day prior to the Partial Bid Auction, the Debtors shall provide to the Stalking Horse Purchaser all completed scoring matrices used to evaluate the Qualified Bids.

D. Bid Deadline

A Qualified Bidder that desires to make a bid must deliver written copies of its bid to the following parties (collectively, the "Notice Parties): (i) counsel to the Debtors: Dentons US LLP, 601 S. Figueroa Street, Suite 2500, Los Angeles, CA 90017 (Attn: Tania M. Moyron (tania.moyron@dentons.com)); (ii) the Debtors' Investment Banker: Cain Brothers, a division of KeyBanc Capital Markets, 601 California Street, Suite 1505, San Francisco, CA 94108 (Attn: James Moloney (jmoloney@cainbrothers.com)); (iii) counsel to the Stalking Horse Purchaser: Shulman Hodges & Bastian LLP, 100 Spectrum Center Drive, Suite 600, Irvine, CA 92618 (Attn: Leonard M. Shulman (LShulman@shbllp.com); (iv) the Office of the United States Trustee (the "U.S. Trustee"): 915 Wilshire Blvd., Suite 1850, Los Angeles, California 90017 (Attn: Hatty Yip (Hatty.Yip@usdoj.gov)); and (v) counsel to the Official Committee, Milbank, Tweed, Hadley & McCloy LLP, 2029 Century Park East, 33rd Floor Los Angeles, CA 90067 (Attn: Gregory A. Bray (gbray@milbank.com); (vi) (vi) counsel to the Master Trustee and Series 2005 Bond Trustee: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.,One Financial Center, Boston, Massachusetts 02111 (Attn: Daniel S. Bleck and Paul Ricotta (dsbleck@mintz.com, pricotta@mintz.com); and (vii) counsel to the Series 2015 and Series 2017 Notes Trustee: Maslon, LLP, 3300 Wells Fargo Center, 90 South Seventh Street, Minneapolis, MN 55402 (Attn: Clark Whitmore), so as to be received by the Notice Parties not later than _____, **at 4:00 p.m. (prevailing Pacific Time)** for partial bids (the "Partial Bid Deadline") or _____, **at 4:00 p.m. (prevailing Pacific Time)** for full bids (the "Bid Deadline"). For the avoidance of doubt, the Partial Bid Deadline shall be no less than 7 days prior to the Partial Bid Auction and the Bid Deadline shall be no less than 7 days prior to the Full Bid Auction.

A list of all Qualified Bids, as well as all adequate assurance information included in such bids as required by paragraph C(l) above, will be provided to Cigna (through its counsel) no later than _____, at 4:00 p.m. (prevailing Pacific Time) to allow it to evaluate Qualified Bidders related to adequate assurance of future performance of the Cigna Provider Agreements (as defined in Docket No. 445).

E. Credit Bidding

Any party with a valid, properly perfected security interest in any of the Purchased Assets (which is not subject to a pending Challenge within the meaning of the Final DIP Order) may credit bid

for the Purchased Assets in connection with the Sale pursuant to § 363(k) of the Bankruptcy Code, except as otherwise limited by the Debtors for cause; provided, however, that any party seeking to credit bid may not credit bid unless such bid provides that all secured creditors with security interests on such Purchased Assets which is senior to such junior security interest are to be paid in cash in connection with such junior creditor's bid. Any credit bids made by secured creditors shall not impair or otherwise affect the Stalking Horse Purchaser's entitlement to the benefits of the Bidding Procedures and related protections granted under the Bidding Procedures Order.

F. Evaluation of Competing Bids

A Qualified Bid will be valued based upon several factors including, without limitation: (i) the amount of such bid; (ii) the risks and timing associated with consummating such bid; (iii) any proposed revisions to the form of Stalking Horse APA; and (iv) any other factors deemed relevant by the Debtors in its reasonable discretion, in consultation with the Consultation Parties, including the amount of cash included in the bid.

G. No Qualified Bids

If the Debtors do not receive any Qualified Bids other than the Stalking Horse APA, the Debtors will not hold an auction and the Stalking Horse Purchaser will be named the Successful Bidder for the Purchased Assets.

If the Debtors receive one or more qualified Partial Bid Auction Qualified Bids and, after the Partial Bid Auction required by Section H of these Bidding Procedures, the Debtors will determine, in consultation with the Consultation Parties, whether any combination of the Winning Partial Bids can be aggregated to an amount greater than or equal to the Minimum Qualified Bid. In the event that no such combination of Partial Bid Auction Qualified Bids can be so aggregated, then no Partial Bid Auction Qualified Bid shall be deemed Qualified Bids for purposes of proceeding with the relevant Auction.

H. Auction Process

If the Debtors receive one or more Partial Bid Auction Qualified Bids with a value which when aggregated is equal to or greater than seventy-five percent (75%) of the Minimum Qualified Bid, the Debtors will conduct separate auctions of each asset (each, a "Partial Bid Auction") commencing with the highest value asset. Any Partial Bidder holding a Partial Bid Auction Qualified Bid shall be entitled to bid on any assets in the Partial Bid Auction. The procedures below shall apply to the Partial Bid Auction, except as where otherwise indicated.

The Partial Bid Auction Qualified Bids deemed at the conclusion of the Partial Bid Auction to be the highest and best bids for each asset (the "Winning Partial Bids") shall be aggregated for valuation purposes (as aggregated, the "Aggregate Winning Partial Bid"), and the holders of the Winning Partial Bids shall be permitted to participate in the Auction (as defined below) of the Purchased Assets.

The Debtors will conduct the Partial Bid Auction, which shall be transcribed, on _____ at 10:00 a.m. (prevailing Pacific Time) and, if the Debtors receive one or more Qualified Full

Bids in addition to the Stalking Horse APA, the the Debtors will conduct a full bid auction of the Purchased Assets (the "Full Bid Auction" and together with the Partial Bid Auction, each an "Auction"), which shall be transcribed, on _____ (the "Full Bid Auction Date") at 10:00 a.m. (prevailing Pacific Time), at the offices of Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, California 90017, or such other location as shall be timely communicated to all entities entitled to attend the Full Bid Auction.

Each Auction shall be conducted in accordance with the following procedures:

a) only the Debtors, the Stalking Horse Purchaser, Qualified Bidders who have timely submitted a Qualified Bid, the U.S. Trustee, and the Consultation Parties, and their respective advisors, and other parties who request and receive authority to attend the relevant Auction in advance from the Debtors may attend the relevant Auction;

b) only the Stalking Horse Purchaser and the Qualified Bidders who have timely submitted Qualified Bids will be entitled to make any subsequent bids at the relevant Auction;

c) each Qualified Bidder shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the sale;

d) within one (1) business day after the Bid Deadline and, in no event later than the conclusion of the Partial Bid Auction, the Debtors will provide copies of the Qualified Bid or combination of Qualified Bids (including, without limitation, Winning Partial Bids) which the Debtors believe in their reasonable discretion, in consultation with the Consultation Parties (who shall have been furnished with copies of the Qualified Bid(s) within twenty-four (24) hours of their receipt by the Debtors), is the highest or otherwise best offer (the "Baseline Bid") to all Qualified Bidders (including, without limitation, Winning Partial Bidders, and the Notice Parties);

e) all Qualified Bidders who have timely submitted Qualified Bids will be entitled to be present for all subsequent bids at the relevant Auction and the actual identity of each Qualified Bidder will be disclosed on the record at the relevant Auction; provided that all Qualified Bidders wishing to attend the relevant Auction must have at least one individual representative with authority to bind such Qualified Bidder attending the relevant Auction in person;

f) the Debtors, after consultation with the Consultation Parties, may employ and announce at the relevant Auction additional procedural rules that are reasonable under the circumstances for conducting the relevant Auction, provided that such rules are (i) not inconsistent with the Bidding Procedures, the Stalking Horse APA, the Bankruptcy Code, or any order of the Court entered in connection herewith, and (ii) disclosed to the Stalking Horse Purchaser and each other Qualified Bidder at the relevant Auction;

g) bidding at the relevant Auction will begin with the Baseline Bid and continue in bidding increments to be determined in the discretion of the Debtors, in consultation with the Stalking Horse Purchaser and the Consultation Parties (each a "Overbid") which shall be made and received on an open basis, and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders who submitted Qualified Bids (including, without limitation, Winning Partial Bids), as well as to the Notice Parties;

h) Any Qualified Bidder (including, without limitation, Winning Partial Bids) that fails to make an Overbid in any round of bidding shall be disqualified from participating in any subsequent round of bidding;

i) The initial Overbid, if any, shall provide for total consideration to Debtors with a value that exceeds the value of the consideration under the Baseline Bid by an incremental amount that is not less than the sum of the Bid Protections. Additional consideration in excess of the amount set forth in the respective Baseline Bid must include: (i) cash or (ii) in the case of a Qualified Bidder (including, without limitation, Winning Partial Bids) that has a valid and perfected lien (not subject to a Challenge within the meaning the Final DIP Order) on any assets of Debtors' estates, a credit bid of up to the full amount of such Qualified Bidder's allowed perfected lien, subject to § 363(k) of the Bankruptcy Code and any other restrictions set forth herein;

j) After the first round of bidding and at the conclusion of each subsequent round of bidding, the Debtors, after consultation with the Consultation Parties, shall announce the bid (including any combination of bids made by Winning Partial Bidders) that they believe to be the highest or otherwise better offer (the "Prevailing Highest Bid"). Debtors shall describe to all Qualified Bidders the material terms of any Overbid designated as the Prevailing Highest Bid as well as the value attributable by Debtors to such Prevailing Highest Bid. A round of bidding will conclude after each participating Qualified Bidder (or group of Winning Partial Bidders) has had the opportunity to submit an Overbid (or combination of Overbids) with full knowledge of the Prevailing Highest Bid. Except as specifically set forth herein, for the purpose of evaluating the value of the consideration provided by Overbids, the Debtors will give effect to the Break Up Fee payable to the Stalking Horse Purchaser as well as any additional liabilities or Cure Amounts (defined herein) to be assumed by the Stalking Horse Purchaser or a Qualified Bidder, as applicable, and any additional costs which may be imposed on the Debtors; and

(k) At the Full Bid Auction, the Stalking Horse Purchaser may, subject to the terms and conditions set forth herein, elect to bid for the Purchased Assets as described in the Bid Procedures Order. In that event, and as long as the Stalking Horse Purchaser so bids, the Winning Partial Bidders must continue to present qualified Winning Partial Bids (i.e., bids as to which the aggregate of all still pending Winning Partial Bids is greater than or equal to the then Prevailing Highest Bid) for the Purchased Assets in each round to continue to bid as Winning Partial

Bidders in the Full Bid Auction. However, the Stalking Horse Purchaser, and any bidder with a Qualified Full Bid, (a) may elect to bid against any one or more of the Winning Partial Bidders for the assets subject to the Partial Bid(s) in lieu of their Purchased Assets bid, and (b) overbid for those assets, and thereby replace that Winning Partial Bidder or bidders as the proponent of the relevant Winning Partial Bids or Aggregate Winning Partial Bid. In other words, so long as the aggregate of all still pending Winning Partial Bids is greater than or equal to the then Prevailing Highest Bid, the Stalking Horse Purchaser may elect to relinquish its Stalking Horse Bid and, instead, overbid the highest bidder for one or more of the hospitals, to replace that bidder as part of the Qualified Partial Bid. The Debtor may elect, in its discretion, after consultation with the Consultation Parties, to allow partial bidders to bid for the full assets, or to allow full bidders to bid for partial assets in any given round, provided that in any given round there is an aggregate bid or a full asset bid that is superior to the highest and best offer for the full assets in the prior round. In all events, (i) any such Overbid shall continue to comply with all of the requirements for Qualified Bids set forth in Section C of these Bidding Procedures; and (ii) the bidder submitting such a modified Qualified Bid or Qualified Partial Bid shall furnish to the Debtors and the Consultation Parties, within twenty-four (24) hours of the conclusion of the relevant Auction, a revised Purchase Agreement and Marked Agreement show all amendments and modifications to the Stalking Horse APA and the Sale Order.

I. Selection of Successful Bid

Prior to the conclusion of the relevant Auction, the Debtors, in consultation with the Consultation Parties, will review and evaluate each Qualified Bid in accordance with the procedures set forth herein and determine which offer or offers are the highest or otherwise best from among the Qualified Bidders submitted at the relevant Auction (one or more such bids, collectively the "Successful Bid" and the bidder(s) making such bid, collectively, the "Successful Bidder"), and communicate to the Qualified Bidders the identity of the Successful Bidder and the details of the Successful Bid. The determination of the Successful Bid by the Debtors at the conclusion of the relevant Auction shall be subject to approval by the Court.

Unless otherwise agreed to by the Debtors and the Successful Bidder, within two (2) business days after the conclusion of the relevant Auction, the Successful Bidder shall complete and execute all agreements, contracts, instruments, and other documents evidencing and containing the terms and conditions upon which the Successful Bid was made. Within forty-eight (48) hours following the conclusion of the relevant Auction, the Debtors shall file a notice identifying the Successful Bidder(s) with the Court and shall serve such notice by fax, email, or if neither is available, by overnight mail to all counterparties whose contracts are to be assumed and assigned.

The Debtors will sell the Purchased Assets to the Successful Bidder pursuant to the terms of the Successful Bid upon the approval of such Successful Bid by the Court at the Sale Hearing and satisfaction of any other closing conditions set forth in the Successful Bidder's Purchase Agreement.

J. Return of Deposits

All Good Faith Deposits shall be returned to each Qualified Bidder not selected by the Debtors as the Successful Bidder or the Back-Up Bidder no later than five (5) business days following the conclusion of the Sale Hearing.

K. Back-Up Bidder

If an Auction is conducted, the Qualified Bidder or Qualified Bidders with the next highest or otherwise best Qualified Bid, as determined by the Debtors in the exercise of their business judgment, in consultation with the Consultation Parties, at the relevant Auction shall be required to serve as a back-up bidder (the "Back-Up Bidder") and keep such bid open and irrevocable until the later of (i) thirty (30) days after the Sale Hearing or (ii) approval of the Qualified Bidders' purchase by the California Attorney General, if necessary. If the Successful Bidder fails to consummate the approved sale because of a breach or failure to perform on the part of such Successful Bidder, the Back-Up Bidder will be deemed to be the new Successful Bidder, and the Debtors will be authorized, but not required, to consummate the sale with the Back-Up Bidder without further order of the Court.

L. Break-Up Fee

In recognition of this expenditure of time, energy, and resources, the Debtors have agreed that if the Stalking Horse Purchaser is not the Successful Bidder as to the Purchased Assets, the Debtors will pay the Stalking Horse Purchaser at closing of the sale of the Purchased Assets the Break-Up Fee and the Expense Reimbursement as set forth in the Asset Purchase Agreement.

III. Sale Hearing

The Debtors will seek entry of the Sale Order from the Court at the Sale Hearing to begin at **2:00 p.m. Pacific Time on** _____ (or at another date and time convenient to the Court) to approve and authorize the sale transaction to the Successful Bidder(s) on terms and conditions determined in accordance with the Bidding Procedures. The Debtors may submit and present such additional evidence, as they may deem necessary, at the Sale Hearing demonstrating that the Sale is fair, reasonable, and in the best interest of the Debtors' estates and all interested parties, and satisfies the standards necessary to approve a sale of the Purchased Assets.

IV. Sale Order

The Sale Order will provide Court approval of (i) the Sale to the Successful Bidder, free and clear of all liens, claims, interests, and encumbrances pursuant to § 363 of the Bankruptcy Code, with
the proceeds of the Sale deposited in accordance with Paragraph 4 of the Final DIP Order, with all liens, claims, interests, and encumbrances to attach to the sale proceeds with the same validity and in the same order of priority as they attached to the Purchased Assets prior to the Sale, including, without limitation, the liens and security interests of the DIP Lender and each of the Prepetition Secured Creditors under the relevant agreements, applicable law and the Final DIP Order, and (ii) the assumption by the Debtors and assignment to the Successful Bidder of the Assumed Executory Contracts and Leases pursuant to § 365 of the Bankruptcy Code.

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VII. Reservation

The Debtors reserve the right, as they may determine in their discretion and in accordance with their business judgment to be in the best interest of their estates, in consultation with their professionals and the Consultation Parties to: (i) modify the Bidding Procedures to discontinue incremental bidding and then require that any and all bidders or potential purchasers to submit their sealed, highest and best offer for the Purchased Assets; (ii) determine which Qualified Bid is the highest or otherwise best bid and which is the next highest or otherwise best bid; (iii) waive terms and conditions set forth herein with respect to all potential bidders; (iv) impose additional terms and conditions with respect to all potential bidders; (v) extend the deadlines set forth herein; (vi) continue or cancel an Auction and/or Sale Hearing in open court without further notice; and (vii) implement additional procedural rules that the Debtors determine, in their reasonable business judgment and in consultation with their professionals and the Official Committee, will better promote the goals of the bidding process; provided that such modifications are (a) not inconsistent with the Bidding Procedures Order, the Bidding Procedures, the Bankruptcy Rules, the Bankruptcy Code, or any Order of the Bankruptcy Court entered in connection herewith; and (b) disclosed to each Qualified Bidder participating in the Auctions.

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#9

Title 11, California Code of Regulations, § 999.5(d)(2)(E)

Joint Venture Transactions

The proposed transaction is not a joint venture.

Title 11, California Code of Regulations, § 999.5(d)(3)

INUREMENT AND SELF-DEALING

#10

Title 11, California Code of Regulations, § 999.5(d)(3)(A)

Copies of any documents or writings of any kind that relate or refer to any personal financial benefit that a proposed affiliation between applicant and the transferee would confer on any officer, director, employee, doctor, medical group or other entity affiliated with applicant or any family member of any such person as identified in Corporations Code section 5227(b)(2)

To Applicants' knowledge, and other than in the context of routine discussions about possible ongoing employment, contracting or engagement following closing of the transaction, there are no special agreements with any officer, director, employee, doctor, medical group or other entity affiliated with Applicants or any family member of any such person, as identified in Corporations Code § 5227(b)(2) (collectively the "VHS-Connected Persons") that will confer any personal financial benefit to the VHS-Connected Persons as a result of the transaction. Pursuant to the APA, SGM is obligated to make offers of employment to substantially all Hospital Employees (as defined in the APA), which includes employees of the Applicants and Applicants' affiliates that employ individuals at the Hospitals and other employees as scheduled in the APA. SGM is not contemplating any special agreement or arrangements that will confer any personal financial benefit as a result of the transaction.

Certain of Applicants' employees are included in the key employee incentive plan or the key employee retention plan (collectively, the "Bonus Program"). The Bonus Program is described in *Notice Of Motion And Debtors' Motion For Entry Of Order Authorizing And Approving (I) Key Employee Incentive Plan, And (II) Key Employee Retention Plan* [Docket No. 631] filed with the Bankruptcy Court on October 23, 2018. The Bonus Program was approved by the Bankruptcy Court [Docket Nos. 0876, 0893].

SGM may, at its election, take assignment of agreements currently held by the Applicants, including agreements with physicians. By notice dated April 11, 2019, SGM designated executory contracts and unexpired leases to be assigned to it (the "Designated Contracts List") under the APA [Docket No. 2131]. A copy of this notice is attached to this Section 999.5(d)(3)(A) as **Exhibit 1**. Copies of any agreements reflected in this notice can be provided to the Attorney General's office upon request. SGM is currently reviewing the additional executory contracts and unexpired leases that were listed in the Applicants' supplemental notices. After SGM completes this review, Applicants will file an additional notice identifying additional executory contracts and unexpired leases that SGM desires to have assigned to it. Note that under the APA, SGM may add executory contracts and unexpired leases to the Designated Contracts List up to thirty (30) days prior to the closing of the sale (the "Closing"). SGM may remove designated executory contracts and unexpired leases from the Designated Contracts List up to seven (7) days before Closing.

Attached to this Section 999.5(d)(3)(A) as **Exhibit 2** is a table identifying contracts the Applicants have with physicians who serve as Hospital Board members as well as copies of these agreements.

To Applicants' knowledge, no VHS-Connected Person is a holder of any secured debt ("Bonds"). The Bonds are held by various companies and mutual funds of which VHS-Connected Persons

may be shareholders. VHS does not keep records of which, if any, VHS-Connected Persons may be Bond holders; however, this financial benefit is identical to that which would be received by any Bond holder and not in any way dependent upon or related to the proposed transaction between Applicants and SGM.

Title 11, California Code of Regulations, § 999.5(d)(3)(A)

Exhibit 1

SAMUEL R. MAIZEL (Bar No. 189301)
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Attorneys for the Chapter 11 Debtors and Debtors In Possession

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

In re VERITY HEALTH SYSTEM OF CALIFORNIA, INC., *et al.*, Debtors and Debtors In Possession.	Lead Case No. 2:18-bk-20151-ER Jointly Administered With: Case No. 2:18-bk-20162-ER Case No. 2:18-bk-20163-ER Case No. 2:18-bk-20164-ER Case No. 2:18-bk-20165-ER Case No. 2:18-bk-20167-ER Case No. 2:18-bk-20168-ER Case No. 2:18-bk-20169-ER Case No. 2:18-bk-20171-ER Case No. 2:18-bk-20172-ER Case No. 2:18-bk-20173-ER Case No. 2:18-bk-20175-ER Case No. 2:18-bk-20176-ER Case No. 2:18-bk-20178-ER Case No. 2:18-bk-20179-ER Case No. 2:18-bk-20180-ER Case No. 2:18-bk-20181-ER Hon. Judge Ernest M. Robles
☒ Affects All Debtors ☐ Affects Verity Health System of California, Inc. ☐ Affects O'Connor Hospital ☐ Affects Saint Louise Regional Hospital ☐ Affects St. Francis Medical Center ☐ Affects St. Vincent Medical Center ☐ Affects Seton Medical Center ☐ Affects O'Connor Hospital Foundation ☐ Affects Saint Louise Regional Hospital Foundation ☐ Affects St. Francis Medical Center of Lynwood Foundation ☐ Affects St. Vincent Foundation ☐ Affects St. Vincent Dialysis Center, Inc. ☐ Affects Seton Medical Center Foundation ☐ Affects Verity Business Services ☐ Affects Verity Medical Foundation ☐ Affects Verity Holdings, LLC ☐ Affects De Paul Ventures, LLC ☐ Affects De Paul Ventures - San Jose Dialysis, LLC Debtors and Debtors In Possession.	**NOTICE OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES DESIGNATED BY STRATEGIC GLOBAL MANAGEMENT, INC. FOR ASSUMPTION AND ASSIGNMENT** **[Related to Docket. Nos. 1279, 1572]**

PLEASE TAKE NOTICE that, on January 17, 2019, Verity Health System of California, Inc. and the above-referenced affiliated debtors, the debtors and debtors in possession in the above-captioned chapter 11 bankruptcy case (collectively, the "Debtors"), filed the *Notice Of Motion And Motion For The Entry Of (I) An Order (1) Approving Form Of Asset Purchase Agreement For Stalking Horse Bidder And For Prospective Overbidders To Use, (2) Approving Auction Sale Format, Bidding*

Procedures And Stalking Horse Bid Protections, (3) Approving Form Of Notice To Be Provided To Interested Parties, (4) Scheduling A Court Hearing To Consider Approval Of The Sale To The Highest Bidder And (5) Approving Procedures Related To The Assumption Of Certain Executory Contracts And Unexpired Leases; And (II) An Order (A) Authorizing The Sale Of Property Free And Clear Of All Claims, Liens And Encumbrances (the "Bidding Procedures Motion") [Docket No. 1279].[1] Attached as Exhibit "A" to the Bidding Procedures Motion is an Asset Purchase Agreement (the "APA") between certain Debtors, on the one hand, and Strategic Global Management, Inc. ("SGM"), on the other hand, to purchase certain assets as set forth in the APA (the "Assets") if SGM is the successful bidder, free and clear of all liens, claims, encumbrances and other interests pursuant to §§ 363 and 365 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that, on February 19, 2019, the Bankruptcy Court entered an order [Docket No. 1572] (the "Bidding Procedures Order") approving the Bidding Procedures Motion, which set the key dates and times related to the sale (the "Sale") of the Assets. Thereafter, on April 4, 2019, the Debtors filed a notice indicating that no auction for the Assets would be held [Docket No. 2053], and on April 10, 2019, the Debtors filed a memorandum in support of entry of a sale order approving the Sale of the Assets to SGM [Docket. No. 2115].

PLEASE TAKE FURTHER NOTICE that the executory contracts and unexpired leases that SGM designates to have assigned to it (the "Designated Contracts List") under the APA are listed in **Exhibit "A"** and **Exhibit "B"** attached hereto. For ease of reference, **Exhibit "A"** and **Exhibit "B"** (i) correspond to the exhibits attached to the initial cure notice [Docket No. 1704], and (ii) also list the executory contracts and unexpired leases that SGM does not designate to have assigned to it.

PLEASE TAKE FURTHER NOTICE that SGM is currently reviewing the additional executory contracts and unexpired leases that were listed in the Debtors' supplemental notices (the "Supplemental Notices"). *See* Docket No. 1836, 2065. After SGM's review, the Debtors will file an additional notice that identifies the executory contracts and unexpired leases listed in the Supplemental Notices that SGM desires to have assigned to it.

PLEASE TAKE FURTHER NOTICE that, under the APA, SGM may add executory contracts and unexpired leases to the Designated Contracts List up to thirty (30) days prior to the closing of the Sale (the "Closing") and SGM may remove designated executory contracts and unexpired leases from the Designated Contracts List up to seven (7) days before Closing. *See* Docket No. 1279, Exhibit "A," APA at § 1.11; *see also* Docket No. 1865. Consequently, the Designated Contract List is subject to change based on SGM's ultimate designation prior to the Closing.

Dated: April 11, 2019

DENTONS US LLP
SAMUEL R. MAIZEL
TANIA M. MOYRON

By */s/ Tania M. Moyron*
Tania M. Moyron

Attorneys for the Chapter 11 Debtors and Debtors In Possession

[1] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

EXHIBIT A

Exhibit A: Executory Contracts and Unexpired Leases Designated by Strategic Global Asset Management, Inc. (SGM) to Be Assumed (St. Vincent Medical Center, St. Vincent Dialysis Center, Inc., Seton Medical Center & St. Francis Medical Center) (C)

(Corresponds to Exhibit A (Parts 1 to 3) Attached to the Cure Notice Filed on March 5, 2019 - Doc# 1704)

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
1	St. Vincent Medical Center	24-HOUR MEDICAL STAFFING SERVICES, LLC	SERVICES-STAFFING (NURSING)	1/31/2017	Yes
2	St. Vincent Medical Center	3M (FKA SOFTMED SYSTEMS, INC.)	SERVICES-SOFTWARE MAINTENANCE AND SUPPORT	12/20/2018	Yes
3	St. Vincent Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	STERILIZATION ASSURANCE	9/30/2019	No
4	St. Vincent Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	HOUSEKEEPING PRODUCTS	1/31/2021	No
5	St. Vincent Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	CATHETER TUBE SECUREMENT	8/31/2020	No
6	St. Vincent Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	DISINFECTION CAPS	8/31/2019	No
7	St. Vincent Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	PATIENT PREP CLIPPERS BLADES	1/31/2019	No
8	St. Vincent Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	SURGICAL PATIENT PREP PRODUCTS	3/31/2019	No
9	St. Vincent Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	INCISE DRAPES	9/30/2019	No
10	St. Vincent Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	SURGICAL HAND PREPS	4/30/2021	No
11	St. Vincent Medical Center	AAF INTERNATIONAL	AIR FILTRATION PRODUCTS	8/31/2021	No
12	St. Vincent Medical Center	ABBOTT LABORATORIES DIAGNOSTIC DIVISION	HEMATOLOGY ANALYZERS REAGENTS	7/31/2019	No
13	St. Vincent Medical Center	ABBOTT NUTRITION-ROSS DIVISION	MEDICAL NUTRITION PRODUCTS 10+CS BRACKET	7/31/2020	No
14	St. Vincent Medical Center	ABBOTT VASCULAR	DIC PRODUCTS	6/30/2019	No
15	St. Vincent Medical Center	ABBOTT VASCULAR	DIC PRODUCTS SMC AND SVMC LOCAL	5/27/2019	No
16	St. Vincent Medical Center	ABBOTT VASCULAR	PERIPHERAL AND BILIARY STENTS	5/31/2019	No
17	St. Vincent Medical Center	ABBOTT VASCULAR	DIC PRODUCTS	5/31/2020	Yes
18	St. Vincent Medical Center	ABBOTT VASCULAR	CORONARY STENTS NON-DRUG	5/31/2020	No
19	St. Vincent Medical Center	ABM SOLUTIONS LLC	SERVICES-HARDWARE AND SOFTWARE MAINTENANCE	12/31/2018	Yes
20	St. Vincent Medical Center	ABO PHARMACEUTICALS	PHARMACEUTICAL	6/27/2016	No
21	St. Vincent Medical Center	ACCESS SENIOR HEALTH CARE	HOSPITAL SERVICES AGREEMENT	Evergreen	No
22	St. Vincent Medical Center	ACELL INC	REGENERATIVE SKIN GRAFTING	12/31/2020	No
23	St. Vincent Medical Center	ACELL INC	BIOLOGIC MESH PRODUCTS	9/30/2019	No
24	St. Vincent Medical Center	ACUTE CARE PHARMACEUTICALS	USP 797 AND 800 CLEANING SU	4/30/2019	No
25	St. Vincent Medical Center	ADVANCE MEDICAL DESIGN INC	OR EQUIPMENT DRAPES	3/31/2019	No
26	St. Vincent Medical Center	ADVANCED BIONICS CORP.	SUPPLIES-MED SURGICAL	3/13/2016	No
27	St. Vincent Medical Center	ADVANCED VASCULAR DYNAMICS	HEMOSTASIS AND COMPRESSION	6/30/2021	No
28	St. Vincent Medical Center	ADVANTAGE ON CALL STAFFING, LLC	SERVICES-STAFFING (NURSING)	1/31/2017	No
29	St. Vincent Medical Center	AEROBIOTIX, INC.	ROOM ENVIRONMENT INFECTION	1/31/2021	Yes
30	St. Vincent Medical Center	AESCULAP IMPLANT SYSTEMS,LLC	LAPAROSCOPIC SURGICAL INSTRUM	1/31/2019	No
31	St. Vincent Medical Center	AESCULAP INC	INSTRUMENT CONTAINERS	1/31/2022	No
32	St. Vincent Medical Center	AESCULAP INC	SURGICAL INSTRUMENTS	1/31/2022	No
33	St. Vincent Medical Center	AETNA	HOSPITAL SERVICES AGREEMENT	Evergreen	Yes
34	St. Vincent Medical Center	AHMC	HOSPITAL SERVICES AGREEMENT	Evergreen	Yes
35	St. Vincent Medical Center	AHN MEDICAL GROUP, INC.	PHYSICIAN STAFFING AGREEMENT - SPINE INSTITUTE	7/31/2019	Yes
36	St. Vincent Medical Center	AHN, PHILLIP M.D.	CALL COVERAGE AGREEMENT-NEUROLOGY	5/10/2020	Yes
37	St. Vincent Medical Center	AIRGAS USA, LLC	SERVICES-UTILITY	6/23/2019	Yes
38	St. Vincent Medical Center	ALCON LABS, INC.	CONSIGNMENT AGREEMENT	3/5/2016	No
39	St. Vincent Dialysis Center, Inc.	ALCOTT REHABILITATION HOSPITAL	PATIENT TRANSFER AGREEMENT	1/31/2019	Yes
40	St. Vincent Medical Center	ALERE INFORMATICS	SUPPLIES-LABORATORY	8/26/2020	Yes
41	St. Vincent Medical Center	ALERE NORTH AMERICA INC	POINT OF CARE BLOOD GAS	3/31/2019	No
42	St. Vincent Medical Center	ALERE NORTH AMERICA, LLC	SERVICES-CLINICAL CARE	8/4/2016	No
43	St. Vincent Medical Center	ALEVIO LLC	ORTHO TOTAL JOINTS IMPLANTS	6/14/2019	Yes
44	St. Vincent Medical Center	ALIGNMENT HEALTH PLAN	HOSPITAL SERVICES AGREEMENT	Evergreen	Yes
45	St. Vincent Medical Center	ALLCARE INC	LAP SPONGES AND OR TOWELS	5/31/2020	No
46	St. Vincent Medical Center	ALLERGAN MEDICAL	BIOLOGIC MESH PRODUCTS	9/30/2019	No
47	St. Vincent Medical Center	ALLERGAN MEDICAL	BREAST IMPLANTS/TISSUE EXPANDERS	1/31/2020	No
48	St. Vincent Medical Center	ALLSCRIPTS LLC (FKA MISYS HEALTHCARE SYSTEMS, LLC)	SERVICES-HARDWARE AND SOFTWARE MAINTENANCE	7/26/2019	No
49	St. Vincent Medical Center	ALPHATEC SPINE INC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/29/2019	No
50	St. Vincent Medical Center	ALTAMED	HOSPITAL SERVICES AGREEMENT	Evergreen	Removed
51	St. Vincent Medical Center	ALTAMED	HOSPITAL SERVICES AGREEMENT	12/31/2018	Removed
52	St. Vincent Medical Center	ALTAMED SENIOR BUENACARE (PACE)	HOSPITAL SERVICES AGREEMENT	Evergreen	Removed
53	St. Vincent Medical Center	ALVARADO EYE SURGERY CENTER, LLC	LEASE-AS LANDLORD	5/31/2021	Yes
54	St. Vincent Medical Center	AMBU INC	LARYNGEAL MASK AIRWAYS	7/31/2020	Yes
55	St. Vincent Medical Center	AMBU INC	RESPIRATORY THERAPY PRODUCTS	10/31/2018	Yes
56	St. Vincent Medical Center	AM-COM SERVICES, INC.	SERVICES-EQUIPMENT MAINTENANCE	12/31/2019	Yes
57	St. Vincent Medical Center	AMEDA INC	BREAST PUMP AND ACCESSORIES	10/31/2020	No
58	St. Vincent Medical Center	AMERICAN CAREER COLLAGE INC -IN PATIET PHARMACY	STUDENT AFFILIATION AGREEMENT	7/17/2019	Yes
59	St. Vincent Medical Center	AMERICAN CAREER COLLEGE	STUDENT AFFILIATION AGREEMENT	8/31/2019	Yes
60	St. Vincent Medical Center	AMERICAN COLLEGE OF CARDIOLOGY FOUNDATION	SERVICES-SURVEY	12/31/2019	Yes
61	St. Vincent Medical Center	AMERICAN HEART ASSOCIATION	TEACHING SERVICES AGREEMENT	12/31/2019	Yes
62	St. Vincent Medical Center	AMERICAN MESSAGING SERVICES, LLC	SERVICES-TELECOMMUNICATIONS	3/10/2018	Yes
63	St. Vincent Medical Center	AMERICAN NATIONAL RED CROSS SOUTHERN CALIFORNIA BLOOD REGION	BLOOD/ORGAN/TISSUE	11/11/2018	Yes
64	St. Vincent Medical Center	AMERICAN RED CROSS	BLOOD PRODUCTS	11/11/2018	Yes
65	St. Vincent Medical Center	AMERICA'S CHOICE PROVIDER NETWORK	HOSPITAL SERVICES AGREEMENT	Evergreen	Yes

See last page of exhibit for relevant footnotes

Exhibit A: Executory Contracts and Unexpired Leases Designated by Strategic Global Asset Management, Inc. (SGM) to Be Assumed (St. Vincent Medical Center, St. Vincent Dialysis Center, Inc., Seton Medical Center & St. Francis Medical Center) (C)

(Corresponds to Exhibit A (Parts 1 to 3) Attached to the Cure Notice Filed on March 5, 2019 - Doc# 1704)

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
66	St. Vincent Medical Center	AMSTUTZ, HARLAN C., M. D.	PHYSICIAN STAFFING AGREEMENT	8/31/2020	Yes
67	St. Vincent Medical Center	ANSELL HEALTHCARE PRODUCTS INC	SURGEON GLOVES	4/30/2019	Yes
68	St. Vincent Medical Center	ANTHEM BLUE CROSS	FACILITY SERVICES AGREEMENT	Evergreen	No
69	St. Vincent Medical Center	ANTHEM BLUE CROSS MEDI-CAL	HOSPITAL SERVICES AGREEMENT	Evergreen	No
70	St. Vincent Medical Center	APPLECARE	ANCILLARY SERVICES AGREEMENT	Evergreen	Yes
71	St. Vincent Medical Center	APPLIED MEDICAL RESOURCES CORPORATION	ENDOMECHANICAL PRODUCTS	3/31/2021	No
72	St. Vincent Medical Center	APPLIED MEDICAL RESOURCES CORPORATION	TROCAR PRODUCTS	3/31/2021	No
73	St. Vincent Medical Center	APPLIED MEDICAL RESOURCES CORPORATION	SURGICAL ENERGY PRODUCTS	12/13/2018	No
74	St. Vincent Medical Center	Aqua Vitae	ACUTE DIALYSIS	1/0/1900	Yes
75	St. Vincent Medical Center	ARASE, RANDAL P MD	LEASE-AS LANDLORD	1/31/2019	Yes
76	St. Vincent Medical Center	ARASE, RANDAL P MD	PHYSICIAN ON CALL COVERAGE MEDICAL ADMINISTRATOR, ED PANEL	12/31/2019	Yes
77	St. Vincent Medical Center	ARCHDIOCESAN YOUTH EMPLOYMENT SERVICES	STUDENT AFFILIATION AGREEMENT	6/30/2019	Yes
78	St. Vincent Medical Center	ARENA, BRETT	SERVICES-CONSULTING	9/30/2016	No
79	St. Vincent Medical Center	ARGON MEDICAL DEVICES INC	DIR PRODUCTS	6/1/2019	Yes
80	St. Vincent Medical Center	ARJO INC	PATIENT LIFTS	7/31/2021	Yes
81	St. Vincent Medical Center	ARROW INTERNATIONAL INC	HEMODYNAMIC MONITORING PRODUCT	6/30/2020	No
82	St. Vincent Medical Center	ARROW INTERNATIONAL INC	CENTRAL VENOUS ACCESS PRODUCTS	6/30/2020	No
83	St. Vincent Medical Center	ARROW INTERNATIONAL INC	REGIONAL ANESTHESIA TRAYS	1/31/2019	No
84	St. Vincent Medical Center	ARTHREX INC	ARTHROSCOPY SUPPLIES	6/30/2019	No
85	St. Vincent Medical Center	ARTHROSURFACE, INC.	SUPPLIES-MED SURGICAL	2/28/2019	Yes
86	St. Vincent Medical Center	ASAHI INTECC USA INC	DIC PRODUCTS	6/30/2019	Yes
87	St. Vincent Dialysis Center, Inc.	ASCEND CLINICAL LAB SERVICES (FKA NATIONWIDE LABORATORY)	SERVICES-OUTSIDE LAB	2/28/2019	Yes
88	St. Vincent Medical Center	ASPEN SURGICAL PRODUCTS	SURGICAL BLADES	9/30/2019	Yes
89	St. Vincent Medical Center	AVANOS MEDICAL	CLOSED VENTILATION SUCTION	10/31/2018	Yes
90	St. Vincent Medical Center	AVANOS MEDICAL	ORAL CARE	7/31/2019	Yes
91	St. Vincent Medical Center	AVANOS MEDICAL	PAIN MGMT LOCAL ANESTHETIC	5/31/2020	Yes
92	St. Vincent Medical Center	AVANOS MEDICAL	FEEDING PUMPS DEVICES SETS	7/31/2021	Yes
93	St. Vincent Medical Center	AVANOS MEDICAL	DISPOSABLE NON-STERILE APPAREL	11/30/2018	Yes
94	St. Vincent Medical Center	AVANOS MEDICAL	EXAM GLOVES	4/30/2019	Yes
95	St. Vincent Medical Center	AVANOS MEDICAL	STERILE PACKS AND GOWNS	12/31/2019	Yes
96	St. Vincent Medical Center	AXIOM ANESTHESIA GROUP, INC.	PROFESSIONAL, ADMINISTRATIVE AND COVERAGE SERVICE AGREEMENT	6/30/2020	Yes
97	St. Vincent Medical Center	B BRAUN INTERVENTIONAL SYSTEM	DIR PRODUCTS	1/31/2020	No
98	St. Vincent Medical Center	B BRAUN INTERVENTIONAL SYSTEM	VENA CAVA FILTERS	7/31/2020	No
99	St. Vincent Medical Center	B BRAUN MEDICAL INC	REGIONAL ANESTHESIA TRAYS	1/31/2019	No
100	St. Vincent Medical Center	B BRAUN MEDICAL INC	INFUSION DEVICES	1/31/2020	No
101	St. Vincent Medical Center	B BRAUN MEDICAL INC	INFUSION SETS	1/31/2020	Yes
102	St. Vincent Medical Center	B BRAUN MEDICAL INC	IV FLUIDS, BAG BASED DRUG	1/30/2020	Yes
103	St. Vincent Medical Center	B BRAUN MEDICAL INC	PHARMACY COMPOUNDING EQUIPMENT	1/31/2020	Yes
104	St. Vincent Medical Center	B BRAUN MEDICAL INC	SAFETY IV CATHETERS	9/30/2019	No
105	St. Vincent Medical Center	BACH, THUC M.D.	CALL COVERAGE AGREEMENT	4/4/2020	Yes
106	St. Vincent Medical Center	BACTERIN INTERNATIONAL INC	BONE TISSUE SYNTHETIC IMPLANT	6/30/2020	Yes
107	St. Vincent Medical Center	BAE, HO, MD, INC	PHYSICIAN STAFFING AGREEMENT - APLC	2/28/2020	Yes
108	St. Vincent Medical Center	BAE, HO, MD, INC	INDIGENT CARE SERVICES	3/9/2019	Yes
109	St. Vincent Medical Center	BAE, HO, MD, INC	MEDICAL DIRECTOR, APLC	2/28/2019	Yes
110	St. Vincent Medical Center	BAKERSFILED LAND & CATTLE COMPANY, LLC	LEASE-AS TENANT	6/30/2019	Yes
111	St. Vincent Medical Center	BANAWIS RICK	SERVICES-CONSULTING	1/1/2018	No
112	St. Vincent Medical Center	BANTRY PROPERTY SERVICES, INC.	SERVICES-CONSULTING	12/31/2016	No
113	St. Vincent Medical Center	BARD ACCESS SYSTEMS DIV	CATHETER TUBE SECUREMENT	8/31/2020	No
114	St. Vincent Medical Center	BARD ACCESS SYSTEMS DIV	SAFETY HUBER NEEDLES	2/28/2021	No
115	St. Vincent Medical Center	BARD DAVOL	BIOLOGICAL MESH PRODUCTS	9/30/2019	No
116	St. Vincent Medical Center	BARD DAVOL	SURGICAL MESH PRODUCTS	9/30/2019	No
117	St. Vincent Medical Center	BARD DAVOL	SYNTHETIC BIOABSORBABLE MESH PRODUCTS	9/30/2019	No
118	St. Vincent Medical Center	BARD DAVOL	ENDOMECHANICAL PRODUCTS	3/31/2021	No
119	St. Vincent Medical Center	BARD MEDICAL DIVISION	GENERAL UROLOGICAL PRODUCTS	2/28/2019	No
120	St. Vincent Medical Center	BARD MEDICAL DIVISION	WOUND DRAINAGE PRODUCTS	7/31/2021	No
121	St. Vincent Medical Center	BARD PERIPHERAL VASCULAR	IMPLANTABLE INFUSION PORTS	10/31/2019	No
122	St. Vincent Medical Center	BARD PERIPHERAL VASCULAR	CATH LAB PRODUCTS	5/31/2019	No
123	St. Vincent Medical Center	BARD PERIPHERAL VASCULAR, INC.	CONSIGNMENT AGREEMENT	11/17/2019	Yes
124	St. Vincent Medical Center	BARRY UNIVERSITY INC.	STUDENT AFFILIATION AGREEMENT	8/16/2019	Yes
125	St. Vincent Medical Center	BATRA NARINDER M.D.	CALL COVERAGE AGREEMENT-STEMI	12/31/2020	Yes
126	St. Vincent Medical Center	BATRA, NARINDER, M. D.	LEASE-AS LANDLORD	12/31/2018	Yes
127	St. Vincent Medical Center	BAUSCH AND LOMB	OPHTHALMOLOGY PRODUCTS	6/30/2020	No
128	St. Vincent Medical Center	BAXTER HEALTHCARE CORP	INFUSION DEVICES	1/31/2020	Yes
129	St. Vincent Medical Center	BAXTER HEALTHCARE CORP	INFUSION SETS	1/31/2020	Yes
130	St. Vincent Medical Center	BAXTER HEALTHCARE CORP	IV FLUIDS, BAG BASED DRUG	1/31/2020	Yes
131	St. Vincent Medical Center	BAXTER HEALTHCARE CORP	PHARMACY COMPOUNDING EQUIPMENT	1/31/2020	Yes
132	St. Vincent Medical Center	BAXTER HEALTHCARE CORP	NEEDLELESS CONNECTORS	1/31/2020	No
133	St. Vincent Medical Center	BAXTER HEALTHCARE CORPORATION	LETTER OF AGREEMENT	1/31/2020	No
134	St. Vincent Medical Center	BAYER MEDICAL CARE LLC	CM INJECTORS AND DISPOSABLES	12/31/2020	No

Exhibit A: Executory Contracts and Unexpired Leases Designated by Strategic Global Asset Management, Inc. (SGM) to be Assumed (St. Vincent Medical Center, St. Vincent Dialysis Center, Inc., Seton Medical Center & St. Francis Medical Center) (C)

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
135	St. Vincent Medical Center	BAYER MEDICAL CARE LLC	CONTRAST MEDIA MR	12/31/2020	No
136	St. Vincent Medical Center	BEAVER VISITEC INTERNATIONAL INC	OPHTHALMOLOGY PRODUCTS	6/30/2020	No
137	St. Vincent Medical Center	BECKMAN COULTER CORP	URINALYSIS ANALYZERS REAGENTS	7/31/2019	Yes
138	St. Vincent Medical Center	BECTON DICKINSON	SAFETY HYPODERMIC PRODUCTS	9/30/2019	No
139	St. Vincent Medical Center	BECTON DICKINSON	STANDARD HYPODERMIC PRODUCTS	9/30/2019	No
140	St. Vincent Medical Center	BECTON DICKINSON	AUTOMATED BLOOD CULTURE	10/31/2019	Yes
141	St. Vincent Medical Center	BECTON DICKINSON	SAFETY IV CATHETERS	9/30/2019	No
142	St. Vincent Medical Center	BECTON DICKINSON HEALTH CARE SYSTEMS	INFUSION SETS	1/31/2020	No
143	St. Vincent Medical Center	BECTON, DICKINSON AND COMPANY	SUPPLIES-LABORATORY	9/14/2021	No
144	St. Vincent Medical Center	BERENJI, GHOLAM REZA	PHYSICIANS-SERVICES AGREEMENT	12/31/2020	Yes
145	St. Vincent Medical Center	BEST HEALTH SERVICES LLC.	PATIENT TRANSFER AGREEMENT	7/14/2017	No
146	St. Vincent Medical Center	BETTER ACCOUNT MANAGEMENT, INC	SERVICES-COLLECTIONS	10/13/2016	No
147	St. Vincent Medical Center	BIO RAD LABORATORIES DIAGNOSTICS	BLOOD BANK ANALYZERS REAGENTS	1/31/2019	Yes
148	St. Vincent Medical Center	Biola University	AFFILIATION	9/19/2020	Yes
149	St. Vincent Medical Center	BIOLOGICTX, LLC	BUSINESS ASSOCIATE AGREEMENT	10/31/2020	Yes
150	St. Vincent Medical Center	BIOMERIEUX VITEK INC	AUTOMATED BLOOD CULTURE	10/31/2019	No
151	St. Vincent Medical Center	BIOMERIEUX VITEK INC	AUTOMATED MICROBIAL ID MIC	10/31/2019	No
152	St. Vincent Medical Center	BIOMET (TLG MEDICAL PRODUCTS INC. & MOTION MEDICAL, LLC)	SUPPLIES-MED SURGICAL	9/18/2016	No
153	St. Vincent Medical Center	BIOTRONIC NEURONETWORK LLC	INTRAOPERATIVE NEUROPHYSICAL	10/31/2018	Yes
154	St. Vincent Medical Center	BIOTRONIK INC	CARDIAC RHYTHM MANAGEMENT	8/14/2020	Yes
155	St. Vincent Medical Center	BIOVENTUS LLC	BONE AND BONE SUBSTITUTE PRODUCTS	6/30/2021	No
156	St. Vincent Medical Center	BIOVENTUS LLC	SYNTHETIC IMPLANTABLE PRODUCTS	6/30/2021	No
157	St. Vincent Medical Center	BLICKMAN INC	STAINLESS STEEL EQUIPMENT	6/30/2021	Yes
158	St. Vincent Medical Center	BLUE SHIELD OF CALIFORNIA	PROVIDER SERVICES AGREEMENT	Evergreen	Yes
159	St. Vincent Medical Center	BLUMBERG RIBNER, INC.	SERVICES-CONSULTING	5/22/2016	No
160	St. Vincent Medical Center	BOC BULK OXYGEN/GASES	SUPPLIES-RESPIRATORY	5/31/2017	Yes
161	St. Vincent Medical Center	BOSTON SCIENTIFIC	THROMBECTOMY PRODUCTS	10/31/2018	No
162	St. Vincent Medical Center	BOSTON SCIENTIFIC	DRUG ELUTING CORONARY STENTS	6/30/2019	No
163	St. Vincent Medical Center	BOSTON SCIENTIFIC	PERIPHERAL AND BILIARY STENTS	1/31/2020	No
164	St. Vincent Medical Center	BOSTON SCIENTIFIC	ELECTROPHYSIOLOGY PRODUCTS	11/30/2020	No
165	St. Vincent Medical Center	BOSTON SCIENTIFIC	GASTROINTESTINAL ENDOSCOPY	1/31/2019	No
166	St. Vincent Medical Center	BOSTON SCIENTIFIC	SPECIALTY UROLOGICAL PRODUCTS	12/31/2020	No
167	St. Vincent Medical Center	BOSTON SCIENTIFIC	SURGICAL INCONTINENCE PRODUCTS	8/31/2021	No
168	St. Vincent Medical Center	BOSTON SCIENTIFIC	DIC PRODUCTS	8/6/2019	No
169	St. Vincent Medical Center	BOSTON SCIENTIFIC	DIR PRODUCTS	7/31/2019	No
170	St. Vincent Medical Center	BOSTON SCIENTIFIC (FKA ENDOCHOICE)	GASTROINTESTINAL ENDOSCOPY	1/31/2019	No
171	St. Vincent Medical Center	BOSTON SCIENTIFIC CRM	CARDIAC RHYTHM MANAGEMENT	6/21/2020	No
172	St. Vincent Medical Center	BOSTON SCIENTIFIC MEDI-TECH	CONSIGNMENT AGREEMENT	5/5/2019	Yes
173	St. Vincent Medical Center	BOUZAGLOU, ARMAND MD	MEDICAL DIRECTOR - CTC	12/31/2020	Yes
174	St. Vincent Medical Center	BRACCO DIAGNOSTICS INC	CONTRACT MEDIA BARIUM	12/31/2020	Yes
175	St. Vincent Medical Center	BRACKMANN MEDICAL, INC	CONSIGNMENT AGREEMENT	3/27/2016	Yes
176	St. Vincent Medical Center	BRAGIN STEPHEN M.D.	CALL COVERAGE AGREEMENT-UROLOGY	2/5/2020	Yes
177	St. Vincent Medical Center	BRAND NEW DAY	LETTER OF AGREEMENT (LOA)	Evergreen	No
178	St. Vincent Medical Center	BRASSELER USA MEDICAL LLC	ORTHOPEDIC POWER TOOLS	4/30/2019	No
179	St. Vincent Medical Center	BREG INC.	ORTHOPEDIC SOFT GOODS	11/30/2021	Yes
180	St. Vincent Medical Center	BRIAN H. ITAGAKI, M. D., INC.	PHYSICIANS-PHYSICIAN STAFFING AGREEMENT	9/30/2017	Yes
181	St. Vincent Medical Center	BRIAN H. ITAGAKI, M. D., INC.	PHYSICIAN ON CALL COVERAGE / MEDICAL ADMINISTRATOR, ED PANEL	12/31/2019	Yes
182	St. Vincent Medical Center	BRIAN HUH, M. D., INC.	LETTER OF AGREEMENT	Evergreen	Yes
183	St. Vincent Medical Center	BRIER OAK ON SUNSET, LLC	PATIENT TRANSFER AGREEMENT	10/28/2019	Yes
184	St. Vincent Medical Center	BRIGGS CORP	DOCUMENTATION SOLUTION SYSTEMS	12/31/2018	No
185	St. Vincent Medical Center	BSN MEDICAL	CASTING AND SPLINTING SUPPLIES	10/31/2019	No
186	St. Vincent Medical Center	BSN MEDICAL	SKIN INTEGRITY: COMP WRAPS	3/31/2020	No
187	St. Vincent Dialysis Center, Inc.	BUENA VENTURA POST ACUTE CARE CENTER	PATIENT TRANSFER AGREEMENT	1/31/2020	Yes
188	St. Vincent Medical Center	BUFFALO FILTER	SMOKE EVACUATION SYSTEMS	8/31/2019	No
189	St. Vincent Medical Center	Burlington Care Center	TRANSFER AGREEMENT	9/30/2019	Yes
190	St. Vincent Dialysis Center, Inc.	BURLINGTON CONVALESCENT HOSPITAL, INC.	PATIENT TRANSFER AGREEMENT	1/31/2017	Yes
191	St. Vincent Medical Center	BUSSARAKUMN, MINGQUAN M.D.	LEASE-AS LANDLORD	2/28/2018	Yes
192	St. Vincent Medical Center	C/NET OF THE PUBLIC HEALTH INSTITUTION, INC.	LICENSE-SOFTWARE	1/31/2019	Yes
193	St. Vincent Medical Center	CALIFORNIA BUSINESS BUREAU, INC.	SERVICES-COLLECTIONS	12/31/2020	Yes
194	St. Vincent Medical Center	CALIFORNIA EMERGENCY PHYSICIANS MEDICAL GROUP	EMERGENCY SERVICES	2/28/2019	Yes
195	St. Vincent Medical Center	CALIFORNIA HEART AND LUNG SURGERY MEDICAL CENTER, INC.	PHYSICIAN STAFFING AGREEMENT - CARDIAC CLINIC	7/31/2020	Yes
196	St. Vincent Medical Center	CALIFORNIA HOSPITAL PATIENT SAFETY ORGANIZATION	SERVICES-CONSULTING	6/1/2016	No
197	St. Vincent Medical Center	CALIFORNIA POST ACUTE	PATIENT TRANSFER AGREEMENT	9/14/2018	Yes
198	St. Vincent Medical Center	CALIFORNIA STATE UNIVERSITY, LONG BEACH	STUDENT AFFILIATION AGREEMENT	3/15/2020	Yes
199	St. Vincent Medical Center	CALIFORNIA STATE UNIVERSITY, NORTHRIDGE	STUDENT AFFILIATION AGREEMENT	2/28/2017	Yes
200	St. Vincent Medical Center	CANCER SURVEILLANCE PROGRAM OF THE UNIVERSITY OF SOUTHERN CALIFORNIA	PARTNERSHIP	2/25/2017	No
201	St. Vincent Medical Center	CAPOUYA ELI, M.D.	CALL COVERAGE AGREEMENT	8/9/2020	Yes

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202	St. Vincent Medical Center	CARABELLO, GABRIEL, M.D.	PHYSICIAN STAFFING AGREEMENT - CARDIOLOGY	1/31/2020	Yes
203	St. Vincent Medical Center	CARDINAL HEALTH 110, LLC	PHARMACEUTICAL	2/28/2019	No
204	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	MANUAL MICROBIOLOGY	2/28/2021	Yes
205	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	BREAST PUMP AND ACCESSORIES	10/31/2020	No
206	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	PATIENT PREP CLIPPERS BLADES	1/31/2019	No
207	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	EXAM GLOVES	4/30/2019	Yes
208	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	MEDICAL NUTRITION PRODUCTS 10+CS BRACKET	7/31/2020	No
209	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	BLOOD SPECIMEN COLLECTION	11/30/2018	No
210	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	RAPID DIAGNOSTIC TEST KITS	10/31/2021	Yes
211	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	LABELS ID BANDS RELATED PRODS	1/31/2019	Yes
212	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	STERILIZATION ASSURANCE	9/30/2019	Yes
213	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	INSTRUMENT CLEANERS ENZYMATICS	9/30/2019	No
214	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	TAPE PRODUCTS	1/31/2020	Yes
215	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	SHARPS DISPOSABLE CONTAINERS	4/30/2020	Yes
216	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	HIGH LEVEL DISINFECTANTS	4/30/2020	No
217	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	ELECTRONIC THERMOMETRY	5/31/2020	No
218	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	CHLOROHEXADINE GLUCONATE (CHG)	7/31/2020	No
219	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	DISPOSABLE LABOR AND DELIVERY	8/31/2020	No
220	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	SOAPS LOTIONS WATERLESS RINSES	9/30/2020	No
221	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	NEONATAL DEVELOPMENTAL PRODUCT	10/31/2020	No
222	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	ARTERIAL BLOOD GAS KITS	11/30/2020	No
223	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	SAFETY HUBER NEEDLES	2/28/2021	No
224	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	CLOSED VENTILATION SUCTION	10/31/2018	No
225	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	VCT ANTI-EMBOLISM STOCKINGS	11/30/2021	No
226	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	RESPIRATORY THERAPY PRODUCTS	10/31/2018	No
227	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	BEDSIDE PROCEDURE TRAYS	1/31/2019	No
228	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	ORAL CARE	7/31/2019	No
229	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	SAFETY HYPODERMIC PRODUCTS	9/30/2019	No
230	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	STANDARD HYPODERMIC PRODUCTS	9/30/2019	No
231	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	BANDAGES, DRESSINGS AND GAUZE	10/30/2019	No
232	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	ADHESIVE SKIN CLSOURES	1/31/2020	No
233	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	INFANT DIAPERS AND PRODUCTS	12/31/2019	No
234	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	ENTEROSTOMAL THERAPY PRODUCTS	12/31/2019	No
235	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	TRANSPARENT DRESSINGS	1/31/2020	No
236	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	COHESIVE BANDAGES	1/31/2020	No
237	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	ENDO TUBES AND RELATED PRODUCTS	12/31/2018	No
238	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	TEMPERATURE MONITORING PRODUCTS	12/31/2018	No
239	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	REGIONAL ANESTHESIA TRAYS	1/31/2019	No
240	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	OR EQUIPMENT DRAPES	3/31/2019	No
241	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	SURGICAL PATIENT PREP PRODUCTS	3/31/2019	No
242	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	SMOKE EVACUATION SYSTEMS	8/31/2019	No
243	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	SURGICAL BLADES	9/30/2019	No
244	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	SURGICAL AND ISOLATION MASKS	12/31/2019	No
245	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	CASTING AND SPLINTING SUPPLIES	10/31/2019	No
246	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	PAIN MGMT LOCAL ANESTHETIC	5/31/2020	No
247	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	LARYNGEAL MASK AIRWAYS	7/31/2020	No
248	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	CHEST DRAINAGE PRODUCTS	2/28/2021	No
249	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	SURGICAL HAND PREPS	4/30/2021	No
250	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	SECUREMENT AND STABLIZATION PRODUCTS	10/30/2019	No
251	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	NEONATAL DEVELOPMENTAL PRODUCT	10/31/2020	No
252	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	DOCUMENTATION SOLUTION SYSTEMS	12/31/2018	No
253	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	DISPOSABLE VAGINAL SPECULUMS	6/30/2019	No
254	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	THROMBECTOMY PRODUCTS	10/31/2018	No
255	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	PERIPHERAL AND BILIARY STENTS	1/31/2020	No
256	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	NON-INVASIVE CARDIOLOGY EQUIP	5/31/2021	No
257	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	MEDICAL NUTRITIONAL PRODUCTS	7/31/2020	No
258	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	FEEDING PUMPS DEVICES SETS	7/31/2021	No
259	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	REUSABLE TEXTILES AND SERVICES	11/30/2018	No
260	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	CAN LINERS	7/31/2020	No
261	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	INFUSION DEVICES	1/31/2020	No
262	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	INFUSION SETS	1/31/2020	No
263	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	IV FLUIDS, BAG BASED DRUG	1/30/2020	No
264	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	PHARMACY COMPOUNDING EQUIPMENT	1/31/2020	No
265	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	NEEDLELESS CONNECTORS	1/31/2025	No
266	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	SAFETY PHLEBOTOMY	11/30/2018	Yes
267	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	SPECIALTY DISTRIBUTION - LAB	12/31/2021	Yes
268	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	AUTOMATED BLOOD CULTURE	10/31/2019	Yes
269	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	MANUAL MICROBIOLOGY	9/30/2020	Yes
270	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	HISTOLOGY AND CYTOLOGY	3/31/2021	Yes
271	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	GENERAL LABORATORY PRODUCTS	3/31/2021	Yes

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272	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	CRIBS, BASSINETS, YOUTH BEDS	3/31/2019	No
273	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	STERILIZATION POUCHES	9/30/2019	No
274	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	AUTO ENDOSCOPIC REPROCESSOR	2/28/2021	No
275	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	LOW TEMPERATURE STERILIZATION	2/28/2021	No
276	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	STEAM STERILIZERS	2/28/2021	No
277	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	WASHERS AND DECONTAMINATORS	2/28/2021	No
278	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	PULSE OXIMETRY AND CAPNOGRAPHY	4/30/2021	No
279	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	SKIN INTEGRITY: WOUND CARE	3/31/2020	No
280	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	SKIN INTEGRITY: SKIN CLENSER	3/31/2020	No
281	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	SKIN INTEGRITY: COMP WRAPS	3/31/2020	No
282	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	INTERMEDIATE LEVEL DISINFECTANT WIPES	4/30/2020	No
283	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	INTERMEDIATE LEVEL WIPES	4/30/2020	No
284	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	HEMODYNAMIC MONITORING PRODUCT	6/30/2020	No
285	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	EXAM TABLE PAPER	6/30/2020	No
286	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	CHLORHEXIDINE GLUCONATE (CHG)	7/31/2020	No
287	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	ANTI-INFECTION SITE DRESSING	7/31/2020	No
288	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	RESTRAINTS AND FALL PREVENTION	7/31/2020	No
289	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	OBSTETRICAL MONITORING DEVICES	8/31/2020	No
290	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	CATHETER TUBE SECUREMENT	8/31/2020	No
291	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	ECG ELECTRODES, CABLES, LEADS	9/30/2020	No
292	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	PATIENT TEMPERATURE PRODUCTS	12/31/2020	No
293	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	SUCTION CANISTERS YANKAUERS	10/31/2018	No
294	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	DISPOSABLE NON-STERILE APPAREL	11/30/2021	No
295	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	DISPOSABLE NON STERILE APPAREL	11/30/2018	No
296	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	ACTIVE HUMIDIFICATION DEVICES	10/31/2021	No
297	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	SUTURE REMOVAL LACERATION TRAY	1/31/2019	No
298	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	GENERAL UROLOGICAL PRODUCTS	2/28/2019	No
299	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	GENERAL UROLOGIC PRODUCTS	2/28/2019	No
300	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	PATIENT CLESING SKIN CARE	5/31/2019	No
301	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	SKIN BREAKDOWN PREVENTION	6/30/2019	No
302	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	DISINFECTION CAPS	8/31/2019	No
303	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	SAFETY IV CATHETERS	9/30/2019	No
304	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	STANDARD HYPODERMIC NEEDLES	9/30/2019	No
305	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	BANDAGES, DRESSINGS AND GAUZE	9/30/2019	No
306	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	HOT AND COLD PACKS	11/30/2019	No
307	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	ENTEROSTOMAL THERAPY PRODUCTS	3/31/2020	No
308	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	TRACHEOSTOMY TUBES	9/30/2021	No
309	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	SURGEON GLOVES	4/30/2019	No
310	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	INCISE DRAPES	9/30/2019	No
311	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	GENERAL ORTHO TRAUMA PRODUCTS	10/31/2019	No
312	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	STERILE PACKS AND GOWNS	12/31/2019	No
313	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	LAP SPONGES AND OR TOWELS	5/31/2020	No
314	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	OPHTHALMOLOGY PRODUCTS	6/30/2020	No
315	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	DISPOSABLE ANESTHESIA PRODUCTS	7/31/2020	No
316	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	LARYNGOSCOPE SYSTEMS	7/31/2020	No
317	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	TOPICAL SKIN ADHESIVES	3/31/2021	No
318	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	KNOTLESS TISSUE CLOSURE DEVICE	3/31/2021	No
319	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	KNOTLESS TISSUE CLOSERE DEVICE	3/31/2021	No
320	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	SURGICAL ENERGY PRODUCTS	3/31/2021	No
321	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	TROCAR PRODUCTS	3/31/2021	No
322	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	SUTURE PRODUCTS	3/31/2021	No
323	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	ENDOMECHANICAL PRODUCTS	3/31/2021	No
324	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	SPECIALTY WOMENS HEALTH SURG	1/31/2021	No
325	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	WOUND DRAINAGE PRODUCTS	7/31/2021	No
326	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	ORTHOPEDIC SOFT GOODS	11/30/2021	No
327	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC	WOUND DRAINAGE PRODUCTS	5/31/2019	No
328	St. Vincent Medical Center	CARDINAL HEALTH 200, LLC d/b/a OPTIFRIEGHT	THIRD PARTY FREIGHT MANAGEMENT	5/31/2019	No
329	St. Vincent Medical Center	CARE 1ST HEALTH PLAN	HOSPITAL SERVICES AGREEMENT	Evergreen	No
330	St. Vincent Medical Center	CARE FOR THE ELDERLY, INC.	PATIENT TRANSFER AGREEMENT	1/31/2019	Yes
331	St. Vincent Medical Center	CAREER COLLEGE CONSULTANTS, INC.	STUDENT AFFILIATION AGREEMENT	9/20/2016	Yes
332	St. Vincent Medical Center	CAREFUSION	CHLOROHEXADINE GLUCONATE (CHG)	7/31/2020	No
333	St. Vincent Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	RESPIRATORY THERAPY PRODUCTS	10/31/2018	No
334	St. Vincent Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	BEDSIDE PROCEDURE TRAYS	1/31/2019	No
335	St. Vincent Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	PATIENT PREP CLIPPERS BLADES	1/31/2019	No
336	St. Vincent Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	SURGICAL INSTRUMENTS	1/30/2019	No
337	St. Vincent Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	SURGICAL PATIENT PREP PRODUCTS	3/31/2019	No
338	St. Vincent Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	SURGICAL HAND PREPS	4/30/2021	No
339	St. Vincent Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	INSTRUMENT CONTAINERS	1/15/2109	No
340	St. Vincent Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	ACTIVE HUMIDIFICATION DEVICES	10/31/2018	No
341	St. Vincent Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	LAPAROSCOPIC SURGICAL INSTRUM	1/31/2019	No
342	St. Vincent Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	DISPOSABLE ANESTHESIA PRODUCTS	7/31/2020	No
343	St. Vincent Medical Center	CAREFUSION SOLUTIONS, LLC (PYXIS)	PHARMACEUTICAL	2/28/2019	Yes

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344	St. Vincent Medical Center	CARITAS BUSINESS SERVICES	BUSINESS ASSOCIATE AGREEMENT	2/8/2020	Yes
34S	St. Vincent Medical Center	CAROLON	VCT ANTI-EMBOLISM STOCKINGS	11/30/2021	No
346	St. Vincent Medical Center	CELULARITY FUNCTIONAL REGENERATION LLC	LOW FREQUENCY ULTRASONIC WOUND	4/30/2019	Yes
347	St. Vincent Medical Center	CENTRAL HEALTH PLAN	HOSPITAL SERVICES AGREEMENT	Evergreen	No
348	St. Vincent Medical Center	Chad Hill, DO	PROFESSIOAN AGMT	7/31/2020	Yes
349	St. Vincent Medical Center	CHANGE HEALTHCARE TECHNOLOGIES LLC FKA MCKESSON TECHNOLOGIES, INC.	SERVICES-SOFTWARE MAINTENANCE AND SUPPORT	12/31/2016	Yes
350	St. Vincent Medical Center	CHILDREN'S HOSPITAL LOS ANGELES CALIFORNIA	PATIENT TRANSFER AGREEMENT	7/1/2019	Yes
3S1	St. Vincent Medical Center	CIGNA	HOSPITAL SERVICES AGREEMENT	Evergreen	No
352	St. Vincent Medical Center	CINCINNATI SUB ZERO	PATIENT TEMPERATURE PRODUCTS	12/31/2020	No
3S3	St. Vincent Medical Center	CINTAS CORPORATION	SERVICES-DOCUMENT DESTRUCTION	1/31/2021	Yes
354	St. Vincent Medical Center	CINTAS CORPORATION DIRECT SALES/RENTALS	UNIFORMS	1/31/2021	No
3S5	St. Vincent Medical Center	CIRIUS GROUP, INC., THE	SERVICES-HARDWARE AND SOFTWARE MAINTENANCE	10/26/2016	Yes
3S6	St. Vincent Medical Center	CITIGUARD	SERVICES-SECURITY	6/14/2019	No
357	St. Vincent Dialysis Center, Inc.	CITIZENS CHOICE HEALTH PLAN	ANCILLARY PROVIDER AGREEMENT	Evergreen	No
358	St. Vincent Dialysis Center, Inc.	CITIZENS CHOICE HEALTH PLAN	ANCILLARY PROVIDER AGREEMENT	Evergreen	No
3S9	St. Vincent Medical Center	CLINICA MONSIGNOR OSCAR A. ROMERO	LEASE-AS LANDLORD	5/31/2019	No
360	St. Vincent Medical Center	COCHLEAR AMERICAS	IMPLANTABLE HEARING DEVICES	4/25/2019	No
361	St. Vincent Medical Center	COLOPLAST CORP	SKIN INTEGRITY: WOUND CARE	3/31/2020	No
362	St. Vincent Medical Center	COLOPLAST CORP	SKIN INTEGRITY: SKIN CLENSER	3/31/2020	No
363	St. Vincent Medical Center	COLOPLAST CORP	BOWEL MANAGEMENT	3/31/2020	No
364	St. Vincent Medical Center	COLOPLAST CORP	SPECIALTY UROLOGICAL PRODUCTS	12/31/2020	No
365	St. Vincent Medical Center	COLOPLAST CORP	SURGICAL INCONTINENCE PRODUCTS	8/31/2021	No
366	St. Vincent Medical Center	COMPRESSION THERAPY CONCEPTS	VASCULAR COMPRESSION THERAPY	11/30/2018	No
367	St. Vincent Medical Center	CONMED CORPORATION	LAP SUCTION IRRIGATION	4/30/2019	No
368	St. Vincent Medical Center	CONMED CORPORATION	ENDOMECHANICAL PRODUCTS	3/31/2021	No
369	St. Vincent Medical Center	CONMED CORPORATION	SPECIALTY WOMENS HEALTH SURG	1/31/2021	No
370	St. Vincent Medical Center	CONMED LINVATEC	ORTHOPEDIC POWER TOOLS AND ACC	4/30/2019	No
371	St. Vincent Medical Center	CONMED LINVATEC	ARTHROSCOPY SUPPLIES	5/30/2019	No
372	St. Vincent Medical Center	CONMED LINVATEC	ARTHROSCOPY FLUID WASTE MGMT	3/1/2020	No
373	St. Vincent Medical Center	CONSTELLATION NEWENERGY , GAS DIVISION, LLC	SERVICES-UTILITY	4/30/2016	Yes
374	St. Vincent Medical Center	CONTEC INC	PHARMACY CLEANING SUPPLIES AND EQUIPMENT	4/30/2019	Yes
37S	St. Vincent Medical Center	CONVATEC BRISTOL MYERS SQUIBB COMPANY	ENTEROSTOMAL THERAPY PRODUCTS	3/31/2020	Yes
376	St. Vincent Medical Center	COOK MEDICAL INC	SPECIALTY UROLOGY PRODUCTS	12/31/2020	No
377	St. Vincent Medical Center	COOK MEDICAL INC	GASTROINTESTINAL ENDOSCOPY	1/31/2019	No
378	St. Vincent Medical Center	COOK MEDICAL INC	PERIPHERAL AND BILIARY STENTS	1/31/2020	Yes
379	St. Vincent Medical Center	COOK MEDICAL INC	DIR PRODUCTS	1/31/2020	No
380	St. Vincent Medical Center	COOK MEDICAL INC	CARDIAC RHYTHM MANAGEMENT	3/31/2020	No
381	St. Vincent Medical Center	COOK MEDICAL INC	VENA CAVA FILTERS	7/31/2020	No
382	St. Vincent Medical Center	COOK MEDICAL INC	HIGH RISK OBGYN PRODS MED/SURG	12/31/2019	No
383	St. Vincent Medical Center	COOK MEDICAL INC	HIGH RISK OBGYN PROD SPECIALTY	12/31/2019	No
384	St. Vincent Medical Center	COOPER SURGICAL INC	OBSTETRICAL MONITORING DEVICES	8/31/2020	No
38S	St. Vincent Medical Center	CORE MEDSTAFF	SERVICES-STAFFING (NURSING)	3/31/2018	Yes
386	St. Vincent Medical Center	COSENZA, CARLOS, M.D.	PHYSICIANS-ON CALL	12/31/2017	No
387	St. Vincent Medical Center	COUNTRY VILLA REHAB	PATIENT TRANSFER AGREEMENT	10/20/2017	Yes
388	St. Vincent Medical Center	COUNTY OF LOS ANGELES AFFILIATION AGREEMENT H-204567	STUDENT AFFILIATION AGREEMENT	6/30/2016	No
389	St. Vincent Medical Center	COUNTY OF LOS ANGELES HOSPITAL PREPAREDNESS PROGRAM	PARTNERSHIP	12/31/2018	Yes
390	St. Vincent Medical Center	COVIDIEN (TYCO HEALTHCARE GROUP)	CONSIGNMENT AGREEMENT	2/8/2015	Yes
391	St. Vincent Medical Center	COVIDIEN BUSINESS SERVICES	CHART PAPER AND RELATED PRODUCTS	8/31/2020	Yes
392	St. Vincent Medical Center	COVIDIEN BUSINESS SERVICES	SHARPS DISPOSABLE CONTAINERS	4/30/2020	No
393	St. Vincent Medical Center	COVIDIEN BUSINESS SERVICES	DISPOSABLE LABOR AND DELIVERY	8/31/2020	No
394	St. Vincent Medical Center	COVIDIEN BUSINESS SERVICES	BANDAGES, DRESSINGS AND GAUZE	10/30/2019	No
39S	St. Vincent Medical Center	COVIDIEN BUSINESS SERVICES	ENDO TUBES AND RELATED PRODUCTS	12/31/2018	No
396	St. Vincent Medical Center	COVIDIEN BUSINESS SERVICES	PULSE OXIMETRY AND CAPNOGRAPHY	4/30/2021	No
397	St. Vincent Medical Center	COVIDIEN BUSINESS SERVICES	ELECTRONIC THERMOMETRY	5/31/2020	No
398	St. Vincent Medical Center	COVIDIEN BUSINESS SERVICES	ECG ELECTRODES, CABLES, LEADS	9/30/2020	No
399	St. Vincent Medical Center	COVIDIEN BUSINESS SERVICES	DIALYSIS PRODUCTS	10/31/2020	No
400	St. Vincent Medical Center	COVIDIEN BUSINESS SERVICES	STANDARD HYPODERMIC NEEDLES	9/30/2019	No
401	St. Vincent Medical Center	COVIDIEN BUSINESS SERVICES	TRACHEOSTOMY TUBES	12/31/2018	Yes
402	St. Vincent Medical Center	COVIDIEN BUSINESS SERVICES	DISPOSABLE WOUND RETRACTOR	4/30/2019	No
403	St. Vincent Medical Center	COVIDIEN BUSINESS SERVICES	BIOLOGICAL MESH PRODUCTS	9/30/2019	Yes
404	St. Vincent Medical Center	COVIDIEN BUSINESS SERVICES	VIDEO LARYNGOSCOPES	9/30/2020	No
40S	St. Vincent Medical Center	COVIDIEN BUSINESS SERVICES	KNOTLESS TISSUE CLOSURE DEVICE	3/31/2021	Yes
406	St. Vincent Medical Center	COVIDIEN BUSINESS SERVICES	SURGICAL ENERGY PRODUCTS	3/31/2021	Yes
407	St. Vincent Medical Center	COVIDIEN BUSINESS SERVICES	TROCAR PRODUCTS	3/31/2021	No
408	St. Vincent Medical Center	COVIDIEN BUSINESS SERVICES	ENDOMECHANICAL PRODUCTS	3/31/2021	Yes
409	St. Vincent Medical Center	COVIDIEN BUSINESS SERVICES	SPECIALTY WOMENS HEALTH SURG	1/31/2021	No
410	St. Vincent Medical Center	COX, DWAYNE	MEDICAL DIRECTORSHIP	1/14/2020	Yes

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411	St. Vincent Medical Center	CRAWFORD HEALTHCARE INC	SKIN INTEGRITY: WOUND CARE	3/31/2020	No
412	St. Vincent Medical Center	Cynthia Kim M.D.	PHYSICIAN STAFFING AGREEMENT	10/31/2020	Yes
413	St. Vincent Medical Center	D. Taylor (VMF)	MEDICAL DIRECTORSHIP ANETHESIA & CRITCIAL CARE	2/28/2020	Yes
414	St. Vincent Medical Center	DANDLELION MEDICAL	NEONATAL DEVELOPMENTAL PRODUCTS	10/31/2020	No
415	St. Vincent Medical Center	DAUGHTERS OF CHARITY FOUNDATION	LEASE-AS LANDLORD	12/14/2020	Yes
416	St. Vincent Medical Center	DCHS	BUSINESS ASSOCIATE AGREEMENT	7/16/2016	No
417	St. Vincent Medical Center	DE LOS SANTOS, VICTOR DDS	LEASE-AS LANDLORD	6/30/2019	No
418	St. Vincent Medical Center	DEGENKOLB ENGINEERS	SERVICES-CONSTRUCTION	8/15/2019	Yes
419	St. Vincent Medical Center	DEGENKOLB ENGINEERS	SERVICES-CONSTRUCTION	8/15/2019	Yes
420	St. Vincent Medical Center	DENO D. KANG, M. D.	LEASE-AS LANDLORD	12/31/2018	No
421	St. Vincent Medical Center	DEPARTMENT OF HEALTH CARE SERVICES	PHARMACEUTICAL	Evergreen	Yes
422	St. Vincent Medical Center	DEPUY ORTHOPEDICS INC	ORTHO BONE CEMENT ACCS AND REVISIONS	7/23/2020	No
423	St. Vincent Medical Center	DEPUY SYNTHES SALES INC	GENERAL ORTHO TRAUMA	10/25/2019	No
424	St. Vincent Medical Center	DEPUY SYNTHES SALES INC	BIOLOGICAL MESH PRODUCTS	9/30/2019	No
425	St. Vincent Medical Center	DEPUY SYNTHES SALES, INC.	CONSIGNMENT AGREEMENT	11/21/2016	No
426	St. Vincent Medical Center	DERMA SCIENCES, INC.	SKIN INTEGRITY: WOUND CARE	3/31/2020	Yes
427	St. Vincent Medical Center	DEROYAL INDUSTRIES INC	TEMPERATURE MONITORING PRODUCTS	12/31/2018	No
428	St. Vincent Medical Center	DEROYAL INDUSTRIES INC	SKIN BREAKDOWN PREVENTION	6/30/2019	No
429	St. Vincent Medical Center	DIAGNOSTIC RADIOLOGY IMAGING SERVICES, INC.	BUSINESS ASSOCIATE AGREEMENT	5/29/2019	No
430	St. Vincent Medical Center	DIAGNOSTICA STAGO, INC.	HEMOSTASIS ANALYZERS, REAGENTS	7/31/2019	Yes
431	St. Vincent Medical Center	DIAN KIM M.D.	INDIGENT CARE CONTRACT	6/8/2020	Yes
432	St. Vincent Medical Center	DIGNITY HEALTH DBA CALIFORNIA HOSPITAL MEDICAL CENTER	STUDENT AFFILIATION AGREEMENT	9/30/2017	No
433	St. Vincent Medical Center	DIRECTV, INC.	SERVICES-TELEVISION	3/7/2019	Yes
434	St. Vincent Medical Center	DM SYSTEMS INC	SKIN BREAKDOWN PREVENTION	6/30/2019	Yes
435	St. Vincent Medical Center	Dr. Myo	MEDICAL DIRECTOR-NEPHROLOGY DIALYSIS	1/31/2021	Yes
436	St. Vincent Medical Center	Dr. Trask (VMF)	PHYSICIAN STAFFING AGREEMENT	5/14/2020	Yes
437	St. Vincent Medical Center	DRAEGER MEDICAL INC	ANESTHESIA EQUIPMENT	6/30/2019	No
438	St. Vincent Medical Center	DRAEGER MEDICAL INC	PHYSIOLOGICAL MONITORING SYS	5/31/2021	No
439	St. Vincent Medical Center	DUNCAN, J.W.	LEASE-AS LANDLORD	10/31/2021	No
440	St. Vincent Medical Center	DVA RENAL HEALTHCARE, INC.	PATIENT TRANSFER AGREEMENT	2/28/2019	Yes
441	St. Vincent Medical Center	DYNALABS	MASTER PURCHASING AGREEMENT	2/28/2019	Yes
442	St. Vincent Medical Center	E M ADAMS COMPANY INC	RESTRAINTS AND FALL PREVENTION	7/31/2020	Yes
443	St. Vincent Medical Center	EAST LOS ANGELES COLLEGE	STUDENT AFFILIATION AGREEMENT	9/6/2018	Yes
444	St. Vincent Medical Center	EASY CHOICE HEALTH PLAN	HOSPITAL SERVICES AGREEMENT	Evergreen	Yes
445	St. Vincent Medical Center	EATON STEVEN HAYES	SERVICES-PROFESSIONAL	2/28/2017	No
446	St. Vincent Medical Center	ECOLAB	SOAPS LOTIONS WATERLESS RINSES	9/30/2020	Yes
447	St. Vincent Medical Center	ECOLAB	LAUNDRY PRODUCTS MAINTENANCE	12/31/2018	Yes
448	St. Vincent Medical Center	ECOLAB	ROOM TURNOVER PRODUCTS	8/31/2021	Yes
449	St. Vincent Medical Center	EDWARD MCPHERSON	PHYSICIANS-PHYSICIAN STAFFING AGREEMENT	6/8/2018	Removed
450	St. Vincent Medical Center	EDWARDS LIFESCIENCES	HEMODYNAMIC MONITORING PRODUCT	6/30/2020	No
451	St. Vincent Medical Center	EDWARDS LIFESCIENCES	THROMBECTOMY PRODUCTS	10/31/2018	No
452	St. Vincent Medical Center	EDWARDS LIFESCIENCES	PERFUSION PRODUCTS	1/31/2021	No
453	St. Vincent Medical Center	EDWARDS LIFESCIENCES	HEART VALVE PRODUCTS	6/11/2019	No
454	St. Vincent Medical Center	EDWARDS LIFESCIENCES, INC	CONSIGNMENT AGREEMENT	3/8/2017	No
455	St. Vincent Medical Center	EHOB INC	SKIN BREAKDOWN PREVENTION	6/30/2019	No
456	St. Vincent Medical Center	ELEKTA, INC.	SERVICES-SOFTWARE MAINTENANCE AND SUPPORT	2/11/2017	Yes
457	St. Vincent Medical Center	ELITE PROVIDERS NETWORK	LEASE-AS LANDLORD	4/30/2021	No
458	St. Vincent Medical Center	ELSEVIER, INC.	SERVICES-SOFTWARE MAINTENANCE AND SUPPORT	10/26/2018	No
459	St. Vincent Medical Center	ELSEVIER, INC.	SERVICES-SOFTWARE MAINTENANCE AND SUPPORT	12/31/2017	No
460	St. Vincent Medical Center	EMERALD HEALTH SERVICES	SERVICES-STAFFING	8/7/2019	No
461	St. Vincent Medical Center	EMERALD HEALTH SVCS.	SERVICES-STAFFING (NURSING)	12/4/2016	No
462	St. Vincent Medical Center	ENCOMPASS GROUP LLC	REUSABLE TEXTILES AND SERVICES	11/30/2018	Yes
463	St. Vincent Medical Center	ENCOMPASS GROUP LLC	DISPOSABLE NON STERILE APPAREL	11/30/2018	Yes
464	St. Vincent Medical Center	EPAX SYSTEMS, INC.	SERVICES-HOUSEKEEPING	8/24/2019	Yes
465	St. Vincent Medical Center	EXETER DIALYSIS	PATIENT TRANSFER AGREEMENT	7/31/2019	No
466	St. Vincent Medical Center	FARAMARZ TEHRANI	CALL COVERAGE AGREEMENT	11/9/2019	Yes
467	St. Vincent Medical Center	FELIX SIGAL, DPM, A PROFESSIONAL CORPORATION	LEASE-AS LANDLORD	7/31/2017	Yes
468	St. Vincent Medical Center	FIRST HEALTHCARE PRODUCTS	EXAM ROOM FURNITURE EQUIPMENT	3/31/2020	No
469	St. Vincent Medical Center	FISHER AND PAYKEL HEALTHCARE INC	INFANT CARE CAPITAL EQUIPMENT	7/31/2021	No
470	St. Vincent Medical Center	FISHER AND PAYKEL HEALTHCARE INC	ACTIVE HUMIDIFICATION DEVICES	10/31/2021	No
471	St. Vincent Medical Center	FOLLETT CORP	ICE MACHINES AND DISPENSERS	6/30/2020	No
472	St. Vincent Medical Center	FONG, TSE-LING MD	PHYSICIANS-PHYSICIAN STAFFING AGREEMENT	2/28/2018	No
473	St. Vincent Medical Center	FOUNTAIN VIEW SUBACUTE & NURSING CENTER	PATIENT TRANSFER AGREEMENT	6/28/2019	Yes
474	St. Vincent Medical Center	FRESENIUS USA MARKETING, INC.	SERVICES-HEMODIALYSIS	1/18/2021	Yes
475	St. Vincent Medical Center	FRONT PORCH COMMUNITIES, LLC DBA KINGSLEY MANOR CARE CENTER	PATIENT TRANSFER AGREEMENT	9/30/2016	Yes
476	St. Vincent Medical Center	FU ASSOCIATES, LTD.	BUSINESS ASSOCIATE AGREEMENT	9/13/2018	No

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477	St. Vincent Medical Center	FUJIFILM MEDICAL SYSTEMS USA INC	ENTERPRISE IMAGE MANAGEMENT	12/31/2020	No
478	St. Vincent Medical Center	FUSION MEDICAL STAFFING	SERVICES-STAFFING	7/18/2019	No
479	St. Vincent Medical Center	GCH	PROFFESIONAL AND ADMINISTRATIVE-HOSPITALIST SERVICES	8/31/2020	Yes
480	St. Vincent Medical Center	GE HEALTHCARE - OEC	CONTRACT MEDIA X-RAY	12/31/2020	Yes
481	St. Vincent Medical Center	GE HEALTHCARE - OEC	ANESTHESIA EQUIPMENT	6/30/2019	Yes
482	St. Vincent Medical Center	GE MEDICAL SYSTEMS	PHYSIOLOGICAL MONITORING SYS	5/31/2021	Yes
483	St. Vincent Medical Center	GE MEDICAL SYSTEMS	FETAL MONITORING	5/31/2021	Yes
484	St. Vincent Medical Center	GHEISSARI ALI M.D.	CALL COVERAGE AGREEMENT	8/9/2020	Yes
485	St. Vincent Medical Center	GIRSKY, MARC MD	MEDICAL DIRECTOR, CARDIAC SERVICES	5/5/2020	Yes
486	St. Vincent Medical Center	GlobalCare Dialysis Consultancy	BILLING SERVICE AGREEMENT	6/30/2019	Yes
487	St. Vincent Medical Center	GONG NASHED PASCOE, INC.	BUSINESS ASSOCIATE AGREEMENT	9/23/2016	No
488	St. Vincent Medical Center	GORING, CHRISTOPHER	PHYSICIAN STAFFING AGREEMENT	3/14/2020	Yes
489	St. Vincent Medical Center	GOTTNER ROBERT, M.D.	CALL COVERAGE AGREEMENT	8/9/2020	Yes
490	St. Vincent Medical Center	GOYKHMAN PAVEL	CALL COVERAGE AGREEMENT	6/8/2020	Yes
491	St. Vincent Medical Center	GOYKHMAN, PAVEL M.D.	MEDICAL DIECTORSHIP	12/31/2020	Yes
492	St. Vincent Medical Center	GRACE HOSPICE, INC	SERVICES-HOSPICE	2/3/2020	Yes
493	St. Vincent Medical Center	GRACE MEDICAL	ENT IMPLANTS AND INSTRUMENTS	10/31/2019	Yes
494	St. Vincent Medical Center	GRAINGER INC	MAINTENANCE REPAIR OPERATIONS	4/30/2022	Yes
495	St. Vincent Medical Center	GRANT & WEBER	SERVICES-COLLECTIONS	3/31/2020	No
496	St. Vincent Medical Center	GREATER LOS ANGELES CARDIOLOGY	LEASE-AS LANDLORD	6/20/2021	Yes
497	St. Vincent Medical Center	GRM INFORMATION MANAGEMENT SVCS. (GUARANTEED RECORD MANAGEMENT)	SERVICES-DOCUMENT DESTRUCTION	4/30/2016	Yes
498	St. Vincent Medical Center	GS SOLUTIONS INC DBA GS MEDICAL	SPINAL IMPLANTS AND RELATED PRODUCTS	6/30/2020	Yes
499	St. Vincent Medical Center	HAN ORTHOPAEDICS, INC.	CALL COVERAGE AGREEMENT	3/31/2020	Yes
500	St. Vincent Dialysis Center, Inc.	HEALTH NET	PROVIDER PARTICIPATION AGREEMENT	Evergreen	No
501	St. Vincent Dialysis Center, Inc.	HEALTH NET	PROVIDER PARTICIPATION AGREEMENT	Evergreen	No
502	St. Vincent Medical Center	HEALTH NET	HOSPITAL SERVICES AGREEMENT	Evergreen	No
503	St. Vincent Medical Center	HEALTHCARE PROS, INC.	SERVICES-STAFFING (NURSING)	7/31/2017	No
504	St. Vincent Medical Center	HEALTHCARE TRANSFORMATION, INC (HCT)	STUDENT INTERN AGREEMENT	10/9/2018	Yes
505	St. Vincent Medical Center	HEALTHMARK INDUSTRIES CO	STERILIZATION POUCHES	9/30/2019	Yes
506	St. Vincent Medical Center	HEALTHMARK INDUSTRIES CO	STERILIZATION ASSURANCE	9/30/2019	Yes
507	St. Vincent Medical Center	HEALTHMARK INDUSTRIES CO	CLEANING VALIDATION SUPPORT	9/30/2019	Yes
508	St. Vincent Medical Center	HELMER SCIENTIFIC	GENERAL LABORATORY PRODUCTS	3/31/2021	Yes
509	St. Vincent Medical Center	Helnet	TRANSPORATION SERVICE	1/0/1900	Yes
510	St. Vincent Medical Center	HERITAGE PROVIDER NETWORK	HOSPITAL SERVICES AGREEMENT	Evergreen	No
511	St. Vincent Medical Center	HILL ROM CO PARTS ONLY	AIRWAY CLEARANCE PRODUCTS	4/30/2021	No
512	St. Vincent Medical Center	HILL ROM CO PARTS ONLY	NURSE CALL SYSTEMS	4/30/2021	No
513	St. Vincent Medical Center	HILL ROM CO PARTS ONLY	PATIENT LIFTS	7/31/2021	No
514	St. Vincent Medical Center	HOFFMAN L. RICHARD	LEASE-AS LANDLORD	3/31/2018	Yes
515	St. Vincent Medical Center	HOFFMAN, RICHARD L. , M. D.	PHYSICIAN STAFFING AGREEMENT - CARDIAC CLINIC	7/31/2020	Yes
516	St. Vincent Medical Center	HOLLISTER INC	ENDO TUBES AND RELATED PROD -ANCHOR FAST	12/31/2018	No
517	St. Vincent Medical Center	HOLLISTER INC	ENTEROSTOMAL THERAPY PRODUCTS	12/31/2019	No
518	St. Vincent Medical Center	HOLLISTER INC	GENERAL UROLOGIC PRODUCTS	2/28/2019	No
519	St. Vincent Medical Center	Hollywood Premier		9/30/2019	Yes
520	St. Vincent Medical Center	HOLOGIC SURGICAL AND DIAGNOSTICS	SPECIALTY WOMENS HEALTH SURG	1/31/2021	Yes
521	St. Vincent Medical Center	HOOMAN MADYOON M.D.	CALL COVERAGE AGREEMENT-STEMI	3/31/2020	Yes
522	St. Vincent Medical Center	HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA (REDDINET/BAY STATION)	MEMBERSHIP	8/31/2019	Yes
523	St. Vincent Medical Center	HOUSE EAR CLINIC - AUDIOLOGISTS	CO-MANAGEMENT AGREEMENT	3/2/2019	Yes
524	St. Vincent Medical Center	HOUSE EAR CLINIC, INC.	SERVICES-STAFFING	1/31/2017	Yes
525	St. Vincent Medical Center	HOVERTECH INTERNATIONAL	PATIENT LATERAL TRANSFER DEVCS	7/31/2021	No
526	St. Vincent Medical Center	HUMAN RESOURCES CONTRACT SERVICES, INC	SERVICES-STAFFING	10/14/2019	No
527	St. Vincent Medical Center	HUMANA/CHOICE CARE	HOSPITAL SERVICES AGREEMENT	Evergreen	No
528	St. Vincent Medical Center	HUNG, GRACE YI HSIN	PHYSICIANS-ON CALL	6/7/2018	Removed
529	St. Vincent Medical Center	HUNTER, CHARLES, M. D.	PHYSICIANS-ON CALL	12/31/2017	No
530	St. Vincent Medical Center	HURWITZ, ANDREW M.D.	PHYSICIANS-ON CALL	2/28/2018	Removed
531	St. Vincent Medical Center	I C MEDICAL	SMOKE EVACUATION SYSTEMS	8/31/2019	No
532	St. Vincent Medical Center	ICON CLINICAL RESEARCH, LLC	SERVICES-CLINICAL CARE	5/31/2019	Yes
533	St. Vincent Medical Center	ICU MEDICAL SALES INC	INFUSION SETS	1/31/2020	No
534	St. Vincent Medical Center	ICU MEDICAL SALES INC	NEEDLELESS CONNECTORS	1/31/2025	No
535	St. Vincent Medical Center	ICU MEDICAL SALES INC	HEMODYNAMIC MONITORING PRODUCT	6/30/2020	No
536	St. Vincent Medical Center	IDEA CONSULTING GROUP	SERVICES-CONSULTING	12/31/2017	Yes
537	St. Vincent Medical Center	IHS GLOBAL, INC.	LICENSE-SOFTWARE SUBSCRIPTION	3/5/2019	Yes
538	St. Vincent Medical Center	IMD MEDICAL GROUP, INC.	INDIGENT CARE SERVICES	3/9/2019	Yes
539	St. Vincent Medical Center	IMMUCOR INC	BLOOD BANK ALANYZERS REAGENTS	1/31/2019	Yes
540	St. Vincent Medical Center	INCISIVE SURGICAL	ENDOMECHANICAL PRODUCTS	3/31/2021	Yes
541	St. Vincent Medical Center	INDEED INC.	EMPLOYMENT	5/22/2016	Yes
542	St. Vincent Medical Center	INNOVATIVE HEALTHCARE CORPORATION	PATIENT CLENSING SKIN CARE	5/31/2019	No
543	St. Vincent Medical Center	Inotherapy Services		monthly	Yes

Exhibit A: Executory Contracts and Unexpired Leases Designated by Strategic Global Asset Management, Inc. (SGM) to be Assumed (St. Vincent Medical Center, St. Vincent Dialysis Center, Inc., Seton Medical Center & St. Francis Medical Center) (C)

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
544	St. Vincent Medical Center	INTEGRA LIFESCIENCES CORPORATION	NEUROSURGICAL DURAL REPAIR	8/31/2020	No
545	St. Vincent Medical Center	INTEGRA LIFESCIENCES CORPORATION	LAPAROSCOPIC SURGICAL INSTRUMENTS	1/31/2019	Yes
546	St. Vincent Medical Center	INTEGRA LIFESCIENCES CORPORATION	SURGICAL INSTRUMENTS	1/31/2019	No
547	St. Vincent Medical Center	INTEGRATED HEALING TECHNOLOGIES LLC	NEG PRESSURE WOUND THERAPY	5/31/2019	No
548	St. Vincent Medical Center	INTEGRATED MEDICAL SYSTEMS INTERNATIONAL	SURGICAL INST AND SCOPE REPAIR	1/31/2019	Yes
549	St. Vincent Medical Center	INTERMETRO INDUSTRIES CORP	MODULAR CASEWORK, STORAGE SYS	6/30/2021	Yes
550	St. Vincent Medical Center	INTERSURGICAL, INC.	NON-INFLATABLE SUPRAGLOTTIC	3/31/2019	No
551	St. Vincent Medical Center	INVUITY INC	ADVANCED INTRACAVITY	10/31/2020	Yes
552	St. Vincent Medical Center	IRHYTHM TECHNOLOGIES, INC.	SERVICES-CONSULTING	9/14/2019	Yes
553	St. Vincent Medical Center	J&S HOME HEALTH SERVICES, INC.	MANAGED CARE VENDOR AGREEMENT	1/31/2019	Yes
554	St. Vincent Medical Center	Jacob Korula M.D.	SERVICE AGREEMENT (KIDNEY SERVICES)	2/28/2020	Yes
555	St. Vincent Medical Center	JEFFREY HENDEL	CALL COVERAGE AGREEMENT	6/8/2020	Yes
556	St. Vincent Medical Center	JENSEN + PARTNERS	SERVICES-CONSULTING	1/31/2020	Yes
557	St. Vincent Medical Center	JENSEN-GENSLER	FACILITY SERVICES AGREEMENT	7/31/2019	Yes
558	St. Vincent Medical Center	JIT LABS (SCHWALB CONSULTING, LLC)	SERVICES-OUTSIDE LAB	4/25/2017	Yes
559	St. Vincent Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	LOW TEMPERATURE STERILIZATION	2/28/2021	No
560	St. Vincent Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	HIGH LEVEL DISINFECTANTS	4/30/2020	No
561	St. Vincent Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	ANTI-INFECTION SITE DRESSING	7/31/2020	No
562	St. Vincent Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	SURGICAL INCONTINENCE PRODUCTS	2/28/2019	No
563	St. Vincent Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	SURGICAL MESH PRODUCTS	9/30/2019	No
564	St. Vincent Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	SYNTHETIC BIOABSORBABLE MESH	9/30/2019	No
565	St. Vincent Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	KNOTLESS TISSUE CLOSURE DEVICE	3/31/2021	No
566	St. Vincent Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	SURGICAL ENERGY PRODUCTS	3/31/2021	No
567	St. Vincent Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	WOUND DRAINAGE PRODUCTS	5/31/2019	No
568	St. Vincent Medical Center	JONATHAN R. SALUTA, M. D, INC.	PHYSICIAN STAFFING AGREEMENT - ORTHO CLINIC	7/31/2020	Yes
569	St. Vincent Medical Center	JONES DAY	SERVICES-LEGAL	Evergreen	Yes
570	St. Vincent Medical Center	JUNO HEALTHCARE REGISTRY, INC.	SERVICES-STAFFING (NURSING)	7/31/2017	Yes
571	St. Vincent Medical Center	K ENTERPRISES, LLC	TECHNOLOGY SERVICES AGREEMENT	6/30/2016	No
572	St. Vincent Medical Center	KAHN, CHALISON, A MEDICAL CORPORATION	LEASE-AS LANDLORD	9/30/2018	Yes
573	St. Vincent Medical Center	KARL STORZ ENDOSCOPY AMERICA INC	LAPAROSCOPIC SURGICAL INSTRUMENTS	1/31/2019	No
574	St. Vincent Medical Center	KARL STORZ ENDOSCOPY AMERICA INC	SURGICAL ENDOSCOPY - RIGID	12/31/2020	No
575	St. Vincent Medical Center	KCI USA INC	SKIN INTEGRITY: WOUND CARE	3/31/2020	No
576	St. Vincent Medical Center	KCI USA INC	NEG PRESSURE WOUND THERAPY	9/30/2019	No
577	St. Vincent Medical Center	KENTEC MEDICAL INC	OBSTETRICAL MONITORING DEVICES	8/31/2020	No
578	St. Vincent Medical Center	KEY SURGICAL INC	INSTRUMENT CLEANERS AND ENZYMATICS	9/30/2019	Yes
579	St. Vincent Medical Center	KFORCE	SERVICES-STAFFING	6/26/2019	Yes
580	St. Vincent Medical Center	KHODAVERDIAN REZA M.D.	CALL COVERAGE AGREEMENT	8/9/2020	Yes
581	St. Vincent Medical Center	KHWARG, STEVEN MD	LETTER OF AGREEMENT	Evergreen	No
582	St. Vincent Medical Center	KIDNEY CENTER OF LOS ANGELES, LLC	PATIENT TRANSFER AGREEMENT	3/10/2019	Yes
583	St. Vincent Medical Center	KIDNEY CENTER, INC.	BUSINESS ASSOCIATE AGREEMENT	6/2/2020	Yes
584	St. Vincent Medical Center	KIT CHECK, INC.	PHARMACEUTICAL	4/14/2016	No
585	St. Vincent Medical Center	KLS MARTIN LP	MAXILLOFACIAL PLATING SYSTEMS	10/31/2019	Yes
586	St. Vincent Medical Center	KOCH FILTER CORPORATION	AIR FILTRATION PRODUCTS	8/31/2021	Yes
587	St. Vincent Dialysis Center, Inc.	KOREAN AMERICAN MEDICAL GROUP	ANCILLARY PROVIDER AGREEMENT	Evergreen	No
588	St. Vincent Medical Center	KOREAN AMERICAN MEDICAL GROUP, INC. (IPA)	SERVICES-CLINICAL CARE	9/30/2019	No
589	St. Vincent Medical Center	KOREAN HEALTH, EDUCATION, INFORMATION AND RESEARCH CENTER	SERVICES-RADIOLOGY	3/10/2017	Yes
590	St. Vincent Medical Center	KOWALCZYK, JOHN	CALL COVERAGE AGREEMENT-UROLOGY	2/5/2020	Yes
591	St. Vincent Medical Center	KPG HEALTHCARE	SERVICES-STAFFING	10/23/2017	Yes
592	St. Vincent Medical Center	L. A. HUNTINGTON HEALTHCARE, LLC	PATIENT TRANSFER AGREEMENT	12/4/2018	Yes
593	St. Vincent Dialysis Center, Inc.	L.A. CARE HEALTH PLAN	ANCILLARY PROVIDER AGREEMENT	Evergreen	No
594	St. Vincent Dialysis Center, Inc.	L.A. CARE HEALTH PLAN	ANCILLARY PROVIDER AGREEMENT	Evergreen	No
595	St. Vincent Dialysis Center, Inc.	L.A. CARE HEALTH PLAN	ANCILLARY PROVIDER AGREEMENT	Evergreen	No
596	St. Vincent Medical Center	LA Healthcare	HOSPITAL SERVICE AGREEMENT	Evergreen	No
597	St. Vincent Medical Center	LABORATORY ENVIRONMENT SUPPORT SYSTEMS	REPROCESSED DISPOSABLES	2/28/2019	No
598	St. Vincent Medical Center	LAKESIDE MANUFACTURING INC	STAINLESS STEEL EQUIPMENT	6/30/2021	No
599	St. Vincent Medical Center	LANDIS BRADLEY M.D.	CALL COVERAGE AGREEMENT	3/31/2020	Yes
600	St. Vincent Medical Center	LANGUAGE LINE SERVICES	SERVICES-TELECOMMUNICATIONS	7/31/2016	Yes
601	St. Vincent Medical Center	LAP OF AMERICA, LC	SERVICES-EQUIPMENT MAINTENANCE	7/13/2019	No
602	St. Vincent Medical Center	LEE SAMUEL M.D.	CALL COVERAGE AGREEMENT-UROLOGY	2/16/2020	Yes
603	St. Vincent Medical Center	LEE, JAI, M. D.	PHYSICIANS-ON CALL	12/31/2017	No
604	St. Vincent Medical Center	LEICA MICROSYSTEMS INC	HISTOLOGY AND CYTOLOGY	3/31/2021	Yes
605	St. Vincent Medical Center	LERMAN & SONS, INC.	IMPLANTS-DEVICES	9/21/2019	No
606	St. Vincent Medical Center	LHMS DCHS CBS	BUSINESS ASSOCIATE AGREEMENT	12/31/2065	Yes
607	St. Vincent Medical Center	LIANG LEONARD M.D.	CALL COVERAGE AGREEMENT-UROLOGY	1/14/2020	Yes
608	St. Vincent Medical Center	LIFELINE AMBULANCE	SERVICES-AMBULANCE	10/31/2018	Yes
609	St. Vincent Medical Center	LIFELINE SOFTWARE	SERVICES-SOFTWARE MAINTENANCE AND SUPPORT	9/24/2016	Yes
610	St. Vincent Medical Center	LIFENET HEALTH	BONE AND BONE SUBSTITUTE PRODS	6/30/2021	Yes
611	St. Vincent Medical Center	LIFENET HEALTH	TISSUE IMPLANTABLE PRODUCTS	6/30/2021	Yes
612	St. Vincent Medical Center	LIFEWATCH SERVICES	SERVICES-CONSULTING	11/11/2019	Yes

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613	St. Vincent Medical Center	LITTLER MENDELSON	SERVICES-LEGAL	11/5/2016	No
614	St. Vincent Medical Center	LIVANOVA USA INC	CARDIAC SURGERY	5/31/2019	No
615	St. Vincent Medical Center	LIVANOVA USA INC	PERFUSION PRODUCTS	1/31/2021	No
616	St. Vincent Medical Center	LIVANOVA USA INC	HEART VALVE PRODUCTS	6/30/2019	No
617	St. Vincent Medical Center	LKN STRATEGIES LLP	SERVICES-CONSULTING	6/10/2016	Yes
618	St. Vincent Medical Center	LOGIQUIP	HIGH DENSITY MOBILE STORAGE	6/30/2021	No
619	St. Vincent Medical Center	LOMA LINDA UNIVERSITY	STUDENT AFFILIATION AGREEMENT	3/1/2018	Yes
620	St. Vincent Medical Center	LONG WILLIAM M.D.	PHYSICIAN STAFFING AGREEMENT	8/31/2021	Yes
621	St. Vincent Medical Center	LONG WILLIAM M.D.	MEDICAL DIRECTORSHIP	8/31/2021	Yes
622	St. Vincent Medical Center	LOS ANGELES CARDIOVASCULAR AND THORACIC SURGERY GROUP	PHYSICIAN STAFFING AGREEMENT - CARDIAC CLINIC	7/31/2020	Yes
623	St. Vincent Medical Center	LOS ANGELES COMMUNITY COLLEGE #4500188363	STUDENT INTERN AGREEMENT	8/31/2018	Yes
624	St. Vincent Medical Center	LOS ANGELES DIALYSIS CENTER, DAVITA	PATIENT TRANSFER AGREEMENT	6/8/2019	Yes
625	St. Vincent Medical Center	LOS ANGELES DOWNTOWN DIALYSIS-DAVITA	PATIENT TRANSFER AGREEMENT	12/4/2019	Yes
626	St. Vincent Medical Center	LOS ANGELES HEMATOLOGY ONCOLOGY MEDICAL GROUP	LEASE-AS LANDLORD	6/30/2019	Yes
627	St. Vincent Medical Center	LOS ANGELES UNIFIED SCHOOL DISTRICT	MEMORANDUM OF UNDERSTANDING	6/30/2017	Yes
628	St. Vincent Medical Center	LOVE ON 4 PAWS, INC	SERVICES-ANIMAL THERAPY	7/6/2019	Yes
629	St. Vincent Medical Center	LUMETRA	MEMORANDUM OF UNDERSTANDING	10/31/2016	No
630	St. Vincent Medical Center	LUMINEX CORPORATION	MOLECULAR RAPID QUALITIVE	9/30/2020	Yes
631	St. Vincent Medical Center	MACQUARIE EQUIPMENT FINANCE, INC.	FINANCING AGREEMENT	9/30/2020	Yes
632	St. Vincent Medical Center	MACQUARIE EQUIPMENT FINANCE, INC.	EQUIPMENT-LEASE/RENTAL	9/10/2016	Yes
633	St. Vincent Medical Center	MAFA KAMAL, M D.	INDIGENT CARE SERVICES	11/30/2019	Yes
634	St. Vincent Medical Center	MALAMUD, ARIEL, M. D.	LEASE-AS LANDLORD	4/30/2024	Yes
635	St. Vincent Medical Center	Mallinckrodt	NITRIC OXIDE PROGRAM	9/1/2019	Yes
636	St. Vincent Medical Center	MAQUET MEDICAL SYSTEMS USA	SURGICAL MESH PRODUCTS	6/30/2022	No
637	St. Vincent Medical Center	MAQUET MEDICAL SYSTEMS USA	CHEST DRAINAGE PRODUCTS	2/28/2021	No
638	St. Vincent Medical Center	MAQUET MEDICAL SYSTEMS USA	INTRA-AORTIC BALLOON CATHETERS	10/31/2020	No
639	St. Vincent Medical Center	MAQUET MEDICAL SYSTEMS USA	VASCULAR GRAFTS	3/31/2020	No
640	St. Vincent Medical Center	MAQUET MEDICAL SYSTEMS USA	OPEN HEART DISPOSABLE SUPPLIES	10/12/2020	No
641	St. Vincent Medical Center	MAQUET MEDICAL SYSTEMS USA	ENDOVASCULAR VEIN HARVESTING	10/31/2020	No
642	St. Vincent Medical Center	MAQUET MEDICAL SYSTEMS USA	BRONCHIAL TRACHEAL STENTS	5/31/2019	No
643	St. Vincent Medical Center	MARC A. SAMSON, M. D., INC.	PHYSICIANS-PHYSICIAN STAFFING AGREEMENT	3/31/2018	No
644	St. Vincent Medical Center	MARC J. GIRSKY, M. D., INC.	PHYSICIAN STAFFING AGREEMENT - CARDIAC CLINIC	7/31/2020	Yes
645	St. Vincent Medical Center	MARMUREANU, ALEXANDER MD	MEDICAL DIRECTOR, THORACIC SURGERY	2/28/2019	Yes
646	St. Vincent Medical Center	MARMUREANU, ALEXANDER MD	CALL COVERAGE AGREEMENT	6/8/2020	Yes
647	St. Vincent Medical Center	MARPAC INC	ENDO TUBES AND RELATED PRODUCTS	12/31/2018	No
648	St. Vincent Medical Center	MASIMO CORPORATION	PULSE OXIMETRY AND CAPNOGRAPHY	4/30/2021	No
649	St. Vincent Medical Center	MASTER STAFFING, INC.	SERVICES-STAFFING (NURSING)	7/31/2019	Yes
650	St. Vincent Medical Center	MAXIM HEALTHCARE SERVICES, INC. DBA MAXIM STAFFING SOLUTIONS	SERVICES-STAFFING	1/31/2018	No
651	St. Vincent Medical Center	MDM COMMERCIAL ENTERPRISES INC	APPLIANCES AND RELATED PRODUCT	5/31/2021	Yes
652	St. Vincent Medical Center	MEDACTA USA INC	ORTHOPEDIC TOTAL JOINT IMPLANTS	5/31/2019	Yes
653	St. Vincent Medical Center	MEDACTIONPLAN.COM, LLC	LICENSE-SOFTWARE SUBSCRIPTION	9/30/2019	Yes
654	St. Vincent Medical Center	MEDCOMP	DIALYSIS PRODUCTS	10/31/2020	Yes
655	St. Vincent Medical Center	MEDELA BREASTFEEDING DIV	BREAST PUMPS AND ACCESSORIES	3/31/2020	No
656	St. Vincent Medical Center	MEDFINMANAGER, LLC	SERVICES-COLLECTIONS	3/14/2019	No
657	St. Vincent Medical Center	MEDICAL ACQUISITION COMPANY, INC.	SERVICES-PROFESSIONAL	6/30/2019	No
658	St. Vincent Medical Center	MEDICAL ACTION INDUSTRIES	IV SITE MANAGEMENT	12/31/2019	No
659	St. Vincent Medical Center	MEDICAL CHEMICAL CORP	HISTOLOGY AND CYTOLOGY	12/27/2018	Yes
660	St. Vincent Medical Center	MEDICAL EDUCATION INSTITUTE	SERVICES-SOFTWARE MAINTENANCE AND SUPPORT	2/2/2017	No
661	St. Vincent Medical Center	MEDICAL IMAGING CONSULTING, INC.	SERVICES-CONSULTING	4/30/2018	Yes
662	St. Vincent Medical Center	MEDICAL OPTICS INC	SURGICAL INST AND SCOPE REPAIR	1/31/2019	Yes
663	St. Vincent Medical Center	MEDICLEAN LINEN AND LAUNDRY, INC.	SERVICES-HOUSEKEEPING	8/14/2017	No
664	St. Vincent Medical Center	MEDISCAN DIAGNOSTIC SERVICES, LLC	SERVICES-STAFFING	2/28/2018	Yes
665	St. Vincent Medical Center	MEDISCAN DIAGNOSTIC SERVICES, LLC DBA MEDISCAN STAFFING SERVICES	SERVICES-STAFFING	6/25/2017	Yes
666	St. Vincent Medical Center	MEDISCAN STAFFING SERVICES (CROSS COUNTRY STAFFING)	RADIOLOGY STAFFING AGMT	8/14/2020	Yes
667	St. Vincent Medical Center	MEDISPEC, LTD	SERVICES-PROFESSIONAL	9/30/2016	No
668	St. Vincent Medical Center	MEDIVATORS INC	AUTO ENDOSCOPIC REPROCESSOR	2/28/2021	Yes
669	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	BREAST PUMP AND ACCESSORIES	10/31/2020	No
670	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	ENDO TUBES AND RELATED PROD -ANCHOR FAST	12/31/2018	No
671	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	EXAM GLOVES	4/30/2019	Yes
672	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	MEDICAL NUTRITION PRODUCTS 10+CS BRACKET	7/31/2020	No
673	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	CAN LINERS	7/31/2020	No
674	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	CONTRACT MEDIA BARIUM	12/31/2020	No
675	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	LABELS ID BANDS RELATED PRODS	1/31/2019	Yes

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676	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	STERILIZATION ASSURANCE	9/30/2019	No
677	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	INSTRUMENT CLEANERS ENZYMATICS	9/30/2019	No
678	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	POST MORTEM EQUIP AND SUPPLIES	6/30/2020	No
679	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	CHART PAPER AND RELATED PRODUCTS	8/31/2020	No
680	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	TAPE PRODUCTS	1/31/2020	Yes
681	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	SHARPS DISPOSABLE CONTAINERS	4/30/2020	Yes
682	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	SKIN INTEGRITY: WOUND CARE	3/31/2020	No
683	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	HIGH LEVEL DISINFECTANTS	4/30/2020	No
684	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	ELECTRONIC THERMOMETRY	5/31/2020	No
685	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	BLADDER SCANNERS	5/31/2020	No
686	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	CENTRAL VENOUS ACCESS RODUCTS	6/30/2020	No
687	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	CHLOROHEXADINE GLUCONATE (CHG)	7/31/2020	No
688	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	DISPOSABLE LABOR AND DELIVERY	8/31/2020	No
689	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	SOAPS LOTIONS WATERLESS RINSES	9/30/2020	No
690	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	NEONATAL DEVELOPMENTAL PRODUCT	10/31/2020	No
691	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	ARTERIAL BLOOD GAS KITS	11/30/2020	No
692	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	SAFETY HUBER NEEDLES	2/28/2021	No
693	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	MOBILITY AIDS	7/31/2021	No
694	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	PERSONAL CARE KITS	7/31/2021	No
695	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	CENTRAL VENOUS ACCESS PRODUCTS	6/30/2017	No
696	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	CLOSED VENTILATION SUCTION	10/31/2018	No
697	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	VCT ANTI-EMBOLISM STOCKINGS	11/30/2021	No
698	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	RESPIRATORY THERAPY PRODUCTS	10/31/2018	No
699	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	BEDSIDE PROCEDURE TRAYS	1/31/2019	No
700	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	SUTURE REMOVAL LACERATION TRAY	1/31/2019	No
701	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	SKIN BREAKDOWN PREVENTION	6/30/2019	No
702	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	ORAL CARE	7/31/2019	No
703	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	SAFETY HYPODERMIC PRODUCTS	9/30/2019	No
704	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	STANDARD HYPODERMIC PRODUCTS	9/30/2019	No
705	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	BANDAGES, DRESSINGS AND GAUZE	10/30/2019	No
706	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	ADHESIVE SKIN CLSOURES	1/31/2020	No
707	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	INFANT DIAPERS AND PRODUCTS	12/31/2019	No
708	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	ENTEROSTOMAL THERAPY PRODUCTS	12/31/2019	No
709	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	TRANSPARENT DRESSINGS	1/31/2020	No
710	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	COHESIVE BANDAGES	1/31/2020	No
711	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	ENDO TUBES AND RELATED PRODUCTS	12/31/2018	No
712	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	TEMPERATURE MONITORING PRODUCTS	12/31/2018	No
713	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	REGIONAL ANESTHESIA TRAYS	1/31/2019	No
714	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	PATIENT PREP CLIPPERS BLADES	1/31/2019	No
715	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	OR EQUIPMENT DRAPES	3/31/2019	No
716	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	SURGICAL PATIENT PREP PRODUCTS	3/31/2019	No
717	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	SMOKE EVACUATION SYSTEMS	8/31/2019	No
718	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	SURGICAL BLADES	9/30/2019	No
719	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	SURGICAL AUTOMATIC TOURNIQUET	10/31/2019	No
720	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	SURGICAL AND ISOLATION MASKS	12/31/2019	No
721	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	CASTING AND SPLINTING SUPPLIES	10/31/2019	No
722	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	PAIN MGMT LOCAL ANESTHETIC	5/31/2020	No
723	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	LARYNGEAL MASK AIRWAYS	7/31/2020	No
724	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	CHEST DRAINAGE PRODUCTS	2/28/2021	No
725	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	SURGICAL HAND PREPS	4/30/2021	No
726	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	TEXTILES (REUSEABLE) AND LAUNDRY SERVICE	11/30/2018	No
727	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	SECUREMENT AND STABLIZATION PRODUCTS	10/30/2019	No
728	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	LAUNDRY PRODUCTS MAINTENANCE	12/31/2018	No
729	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	NEONATAL DEVELOPMENTAL PRODUCT	10/31/2020	No
730	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	SURGEON GLOVES	4/30/2019	No
731	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	DOCUMENTATION SOLUTION SYSTEMS	12/31/2018	No
732	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	DISPOSABLE VAGINAL SPECULUMS	6/30/2019	No
733	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	THROMBECTOMY PRODUCTS	10/31/2018	No
734	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	EXTERNAL DEFIBRILLATORS	5/31/2019	No
735	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	NON-INVASIVE CARDIOLOGY EQUIP	5/31/2021	No
736	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	MEDICAL NUTRITIONAL PRODUCTS	7/31/2020	No
737	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	FEEDING PUMPS DEVICES SETS	7/31/2021	No
738	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	REUSABLE TEXTILES AND SERVICES	11/30/2018	No
739	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	PAPER TOWLS AND TISSUES	9/30/2019	No
740	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	INFUSION DEVICES	1/31/2020	No
741	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	INFUSION SETS	1/31/2020	No
742	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	IV FLUIDS, BAG BASED DRUG	1/30/2020	No
743	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	IV FLUIDS, BAG BASED DRUG	1/31/2020	No
744	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	PHARMACY COMPOUNDING EQUIPMENT	1/31/2020	No
745	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	NEEDLELESS CONNECTORS	1/31/2020	No
746	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	NEEDLELESS CONNECTORS	1/31/2025	No
747	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	BLOOD GLUCOSE METERS, REAGENTS	3/31/2021	No

Exhibit A: Executory Contracts and Unexpired Leases Designated by Strategic Global Asset Management, Inc. (SGM) to Be Assumed by St. Vincent Medical Center, St. Vincent Dialysis Center, Inc., Seton Medical Center & St. Francis Medical Center) (C)

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
748	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	CRIBS, BASSINETS, YOUTH BEDS	3/31/2019	No
749	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	INSTRUMENT CONTAINERS	1/31/2019	No
750	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	POLYSOMNOGRAPHY NEUROLOGICAL	4/30/2019	No
751	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	STERILIZATION POUCHES	9/30/2019	No
752	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	AUTO ENDOSCOPIC REPROCESSOR	2/28/2021	No
753	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	LOW TEMPERATURE STERILIZATION	2/28/2021	No
754	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	STEAM STERILIZERS	2/28/2021	No
755	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	WASHERS AND DECONTAMINATORS	2/28/2021	No
756	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	PULSE OXIMETRY AND CAPNOGRAPHY	4/30/2021	No
757	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	STAINLESS STEEL EQUIPMENT	6/30/2021	No
758	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	SKIN INTEGRITY: SKIN CLENSER	3/31/2020	No
759	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	SKIN INTEGRITY: COMP WRAPS	3/31/2020	No
760	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	INTERMEDIATE LEVEL DISINFECTANT WIPES	4/30/2020	No
761	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	INTERMEDIATE LEVEL WIPES	4/30/2020	No
762	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	BREAST PUMPS AND ACCESSORIES	3/31/2020	No
763	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	PATIENT BEDSIDE PRODUCTS	6/30/2020	No
764	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	HEMODYNAMIC MONITORING PRODUCT	6/30/2020	No
765	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	EXAM TABLE PAPER	6/30/2020	No
766	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	CHLORHEXIDINE GLUCONATE (CHG)	7/31/2020	No
767	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	ANTI-INFECTION SITE DRESSING	7/31/2020	No
768	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	RESTRAINTS AND FALL PREVENTION	7/31/2020	No
769	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	OBSTETRICAL MONITORING DEVICES	8/31/2020	No
770	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	CATHETER TUBE SECUREMENT	8/31/2020	No
771	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	ECG ELECTRODES, CABLES, LEADS	9/30/2020	No
772	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	DIALYSIS PRODUCTS	10/31/2020	No
773	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	PATIENT TEMPERATURE PRODUCTS	12/31/2020	No
774	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	AUDITORY AND VISUAL EXAM	4/30/2021	No
775	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	SUCTION CANISTERS YANKAUERS	10/31/2018	No
776	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	DISPOSABLE NON-STERILE APPAREL	11/30/2021	No
777	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	DISPOSABLE NON STERILE APPAREL	11/30/2018	No
778	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	ACTIVE HUMIDIFICATION DEVICES	10/31/2021	No
779	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	GENERAL UROLOGICAL PRODUCTS	2/28/2019	No
780	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	GENERAL UROLOGIC PRODUCTS	2/28/2019	No
781	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	PATIENT CLESING SKIN CARE	5/31/2019	No
782	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	DISINFECTION CAPS	8/31/2019	No
783	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	SAFETY IV CATHETERS	9/30/2019	No
784	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	STANDARD HYPODERMIC NEEDLES	9/30/2019	No
785	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	BANDAGES, DRESSINGS AND GAUZE	9/30/2019	No
786	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	HOT AND COLD PACKS	11/30/2019	No
787	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	IV SITE MANAGEMENT	12/31/2019	No
788	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	ENTEROSTOMAL THERAPY PRODUCTS	3/31/2020	No
789	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	TRACHEOSTOMY TUBES	9/30/2021	No
790	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	SURGICAL INSTRUMENTS	1/31/2019	No
791	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	INCISE DRAPES	9/30/2019	No
792	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	STERILE PACKS AND GOWNS	12/31/2019	No
793	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	ARTHROSCOPY FLUID WASTE MGMT	2/29/2020	No
794	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	LAP SPONGES AND OR TOWEL	5/31/2020	No
795	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	LAP SPONGES AND OR TOWELS	5/31/2020	No
796	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	OPHTHALMOLOGY PRODUCTS	6/30/2020	No
797	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	DISPOSABLE ANESTHESIA PRODUCTS	7/31/2020	No
798	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	LARYNGOSCOPE SYSTEMS	7/31/2020	No
799	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	KNOTLESS TISSUE CLOSURE DEVICE	3/31/2021	No
800	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	KNOTLESS TISSUE CLOSERE DEVICE	3/31/2021	No
801	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	SURGICAL ENERGY PRODUCTS	3/31/2021	No
802	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	TROCAR PRODUCTS	3/31/2021	No
803	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	SUTURE PRODUCTS	3/31/2021	No
804	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	ENDOMECHANICAL PRODUCTS	3/31/2021	No
805	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	SPECIALTY WOMENS HEALTH SURG	1/31/2021	No
806	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	WOUND DRAINAGE PRODUCTS	7/31/2021	No
807	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	PRESSURE INFUSION BAGS	1/31/2019	No
808	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	ORTHOPEDIC SOFT GOODS	11/30/2021	No
809	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	IV SITE MANAGEMENT	12/31/2019	No
810	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	BLOOD GLUCOSE METERS AND REAGENTS	10/14/2021	No
811	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	COMMODITIES - DISTRIBUTOR LOCAL	7/31/2019	No
812	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	WOUND DRAINAGE PRODUCTS	5/31/2019	No
813	St. Vincent Medical Center	MEDLINE INDUSTRIES INC	CAUTI UROLOGI/INCONTINENCE	5/24/2019	No
814	St. Vincent Medical Center	MEDQUIST TRANSCRIPTION, INC.	SERVICES-TRANSCRIPTION	6/13/2019	Yes
815	St. Vincent Medical Center	MEDTRONIC ENT	CONSIGNMENT AGREEMENT	11/28/2019	No
816	St. Vincent Medical Center	MEDTRONIC SPINAL AND BIOLOGICS	SPINAL IMPLANTS AND RELATED PRODUCTS	6/12/2019	No
817	St. Vincent Medical Center	MEDTRONIC USA INC	CARDIAC RHYTHEM MANAGEMENT	11/14/2020	No
818	St. Vincent Medical Center	MEDTRONIC USA INC	OPEN HEART DISPOSABLE SUPPLIES	10/31/2020	No
819	St. Vincent Medical Center	MEDTRONIC USA INC	PERFUSION PRODUCTS	1/31/2021	No

Exhibit A: Executory Contracts and Unexpired Leases Designated by Strategic Global Investment Management, LLC (SGM) to LC Acquisition, St. Vincent Medical Center, St. Vincent Dialysis Center, Inc., Seton Medical Center & St. Francis Medical Center) (C)

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
820	St. Vincent Medical Center	MEDTRONIC USA INC	DIC PRODUCTS	6/11/2019	No
821	St. Vincent Medical Center	MEDTRONIC USA INC	DRUG ELUTING STENTS	5/31/2020	No
822	St. Vincent Medical Center	MEDTRONIC USA INC	CORONARY STENTS NON-DRUG	5/31/2020	No
823	St. Vincent Medical Center	MEDTRONIC USA INC	PERIPHERAL AND BILIARY STENTS	6/11/2019	No
824	St. Vincent Medical Center	MEIR TIBRIN MARMOR M.D.	PHYSICIAN STAFFING AGREEMENT	1/31/2020	Yes
825	St. Vincent Medical Center	MENDEZ NATIONAL INSTITUTE OF TRANSPORTATION FOUNDATION	LEASE-AS LANDLORD	11/30/2018	No
826	St. Vincent Medical Center	MERCEDES MEDICAL INC	HISTOLOGY AND CYTOLOGY	1/31/2021	Yes
827	St. Vincent Medical Center	MERIDIAN BIOSCIENCE CORPORATION	RAPID DIAGNOSTIC TEST KITS	10/31/2018	Yes
828	St. Vincent Medical Center	MERIDIAN BIOSCIENCE CORPORATION	MOLECULAR RAPID QUALITATIVE	9/30/2020	Yes
829	St. Vincent Medical Center	MERIT MEDICAL SYSTEMS INC	DIC PRODUCTS	6/30/2019	No
830	St. Vincent Medical Center	MERIT MEDICAL SYSTEMS INC	DIR PRODUCTS	1/31/2020	No
831	St. Vincent Medical Center	MGC DIAGNOSTICS CORPORATION	PULMONARY FUNCTION ANALYZERS	9/30/2020	Yes
832	St. Vincent Medical Center	MICROPORT ORTHOPEDICS INC	ORTHO PRODUCTS	3/30/2019	Yes
833	St. Vincent Medical Center	MICROTEK MEDICAL (ECOLAB)	OR EQUIPMENT DRAPES	3/31/2019	Yes
834	St. Vincent Medical Center	MIDMARK CORP	EXAM ROOM FURNITURE EQUIPMENT	3/31/2020	Yes
835	St. Vincent Dialysis Center, Inc.	MILLER CLINICAL RESEARCH	RESEARCH AGREEMENT	11/16/2017	Yes
836	St. Vincent Medical Center	MIMEDX	REGENERATIVE SKIN GRAFTING	12/31/2020	Yes
837	St. Vincent Medical Center	MINDRAY DS USA INC	ANESTHESIA EQUIPMENT	6/30/2019	Yes
838	St. Vincent Medical Center	MINDRAY DS USA INC	PHYSIOLOGICAL MONITORING SYS	5/31/2021	Yes
839	St. Vincent Medical Center	MISSION LINEN SUPPLY	SERVICES-HOUSEKEEPING	3/1/2017	No
840	St. Vincent Medical Center	MJ PAIA, INC	FACILITY SERVICES AGREEMENT	11/24/2016	Yes
841	St. Vincent Medical Center	MJP ARCHITECTS	FACILITY SERVICES AGREEMENT	6/14/2019	Yes
842	St. Vincent Medical Center	MOBILE INSTRUMENT SERVICE REP	SURGICAL INST AND SCOPE REPAIR	1/31/2022	No
843	St. Vincent Medical Center	MOBILE MED INCORPORATED	EQUIPMENT-LEASE/RENTAL	2/28/2018	Yes
844	St. Vincent Medical Center	MODERN PARKING, INC.	LEASE-AS LANDLORD	6/30/2016	Yes
845	St. Vincent Medical Center	MOLNLYCKE HEALTH CARE	SKIN INTEGRITY: WOUND CARE	3/31/2020	Yes
846	St. Vincent Medical Center	MOLNLYCKE HEALTH CARE	SKIN BREAKDOWN PREVENTION	6/30/2019	Yes
847	St. Vincent Medical Center	MOLNLYCKE HEALTH CARE	SURGEON GLOVES	4/30/2019	Yes
848	St. Vincent Dialysis Center, Inc.	MONTOYA'S CLEANING SERVICES	SERVICES-HOUSEKEEPING	6/30/2016	No
849	St. Vincent Medical Center	MORGUELAN, BARRY MD	LEASE-AS LANDLORD	7/31/2020	Yes
850	St. Vincent Medical Center	MOTC (VMF)	PSA	1/28/2020	Removed
851	St. Vincent Medical Center	MOUNT SAINT MARY'S UNIVERSITY	STUDENT AFFILIATION AGREEMENT	8/31/2021	Yes
852	St. Vincent Medical Center	MSS NURSES REGISTRY, INC.	SERVICES-STAFFING (NURSING)	12/31/2017	Yes
853	St. Vincent Medical Center	MUSCULOSKELETAL TRANSPLANT FOUNDATION	BIOLOGICAL MESH PRODUCTS	9/30/2019	No
854	St. Vincent Medical Center	MUSCULOSKELETAL TRANSPLANT FOUNDATION	BONE AND BONE SUBSTITUTE PRODS	6/30/2021	No
855	St. Vincent Medical Center	MUSCULOSKELETAL TRANSPLANT FOUNDATION	TISSUE IMPLANTABLE PRODUCTS	6/30/2021	No
856	St. Vincent Medical Center	MYUNGHEA CHOI	CALL COVERAGE AGREEMENT	6/8/2020	Yes
857	St. Vincent Medical Center	NARAGHI, ROBERT MD	PHYSICIAN CALL COVERAGE - PANCREAS TRANSPLANT PROGRAM	3/31/2020	Yes
858	St. Vincent Medical Center	NARAGHI, ROBERT MD	PHYSICIAN STAFFING AGREEMENT	12/31/2021	Yes
859	St. Vincent Medical Center	NARAGHI, ROBERT MD	MEDICAL DIRECTOR, MOTC	3/31/2020	Yes
860	St. Vincent Medical Center	NATIONAL BUSINESS FURNITURE	FURNITURE AND SYSTEMS	12/31/2020	Yes
861	St. Vincent Medical Center	NATIONAL HEALTH FOUNDATION	PATIENT TRANSFER AGREEMENT	12/31/2017	Yes
862	St. Vincent Medical Center	NATIONAL HOSPITAL SPECIALTIES	CONSIGNMENT AGREEMENT	9/20/2016	No
863	St. Vincent Medical Center	NATIONAL INSTITUTE OF CLINICAL RESEARCH	RESEARCH AGREEMENT	6/9/2016	Yes
864	St. Vincent Dialysis Center, Inc.	NATIONAL RENAL ADMINISTRATORS ASSOCIATION	SUBSCRIPTIONS	6/20/2019	Yes
865	St. Vincent Medical Center	NATUS MEDICAL INC	NEONATAL DEVELOPMENTAL PRODUCT	10/31/2018	Yes
866	St. Vincent Medical Center	NEOTECH PRODUCTS INC	NEONATAL SPECIALTY PRODUCTS	12/31/2018	No
867	St. Vincent Medical Center	NESTLE CLINICAL NUTRITION	MEDICAL NUTRITIONAL PRODUCTS	7/31/2020	No
868	St. Vincent Medical Center	NETVERSANT SOLUTIONS, LP	SERVICES-TELECOMMUNICATIONS	5/31/2016	No
869	St. Vincent Medical Center	NEUROMONITORING SERVICES OF AMERICA, P. C.	SERVICES-PROFESSIONAL	6/30/2018	No
870	St. Vincent Medical Center	NEUROSTRUCTURES INC	SPINAL IMPLANTS AND PRODUCTS	6/22/2019	No
871	St. Vincent Medical Center	NEW VILLAGE GIRLS ACADEMY	STUDENT AFFILIATION AGREEMENT	11/30/2017	Yes
872	St. Vincent Medical Center	NIHON KOHDEN AMERICA INC	POLYSOMNOGRAPHY NEUROLOGICAL	4/30/2019	No
873	St. Vincent Medical Center	NIKON INSTRUMENTS INC	MICROSCOPES ACCESSORIES PARTS	1/31/2021	Yes
874	St. Vincent Medical Center	NORTH WEST COLLEGE AND GLENDALE CAREER COLLEGE	STUDENT AFFILIATION AGREEMENT	7/19/2018	Yes
875	St. Vincent Medical Center	NUVASIVE INC	SPINAL IMPLANTS AND RELATED PRODUCTS	12/31/2018	No
876	St. Vincent Medical Center	NUVECTRA CORPORATION	SPINAL IMPLANTS AND RELATED PRODUCTS	6/1/2020	No
877	St. Vincent Medical Center	NX HEALTH NETWORK	PARTICIPATING FACILITY AGREEMENT	Evergreen	Yes
878	St. Vincent Medical Center	OBP MEDICAL	DISPOSABLE VAGINAL SPECULUMS	6/30/2019	No
879	St. Vincent Medical Center	OFFICE DEPOT INC	OFFICE SUPPLIES	7/31/2020	No
880	St. Vincent Medical Center	OLYMPIA CONVALESCENT HOSPITAL	PATIENT TRANSFER AGREEMENT	6/16/2014	Yes
881	St. Vincent Medical Center	OLYMPIA CONVALESCENT HOSPITAL	TRANSFER AGREEMENT	8/9/2019	Yes
882	St. Vincent Medical Center	OLYMPUS AMERICA INC	SUPPLIES-GENERAL	10/25/2020	No
883	St. Vincent Medical Center	OLYMPUS CORPORATION AMERICA INC	ENT NASAL PRODUCTS	10/31/2019	No
884	St. Vincent Medical Center	OLYMPUS CORPORATION AMERICA INC	ENT IMPLANTS AND INSTRUMENTS	10/31/2019	No
885	St. Vincent Medical Center	OLYMPUS CORPORATION AMERICA INC	SPECIAL UROLOGY PRODUCTS	12/31/2020	No
886	St. Vincent Medical Center	OLYMPUS CORPORATION AMERICA INC	SURGICAL ENDOSCOPY - FLEXIBLE	12/31/2020	No
887	St. Vincent Medical Center	OLYMPUS CORPORATION AMERICA INC	SURGICAL ENDOSCOPY - RIGID	12/31/2020	No
888	St. Vincent Medical Center	OLYMPUS CORPORATION AMERICA INC	GASTROINTESTINAL ENDOSCOPY	10/17/2020	No

See last page of exhibit for relevant footnotes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
889	St. Vincent Medical Center	ONELEGACY	SERVICES-PROFESSIONAL	7/6/2019	Yes
890	St. Vincent Medical Center	ONELEGACY	SERVICES-PROFESSIONAL	7/6/2019	Yes
891	St. Vincent Dialysis Center, Inc.	OPTUM HEALTHCARE SOLUTIONS	PROVIDER PARTICIPATION AGREEMENT	Evergreen	Yes
892	St. Vincent Medical Center	ORASURE TECHNOLOGIES INC	RAPID DIAGNOSTIC TEST KITS	10/31/2021	Yes
893	St. Vincent Medical Center	ORGANOGENESIS INC	REGENERATIVE SKIN GRAFTING	12/31/2020	Yes
894	St. Vincent Medical Center	OROZCO ARTURO	SERVICES-CONSULTING	2/28/2017	No
895	St. Vincent Medical Center	ORTHOFIX INC	GENERAL ORTHO TRAUMA PRODUCTS	10/31/2019	Yes
896	St. Vincent Medical Center	ORTHOFIX INC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/2/2019	Yes
897	St. Vincent Medical Center	OSIRIS THERAPEUTICS INC	REGERATIVE SKIN GRAFTING	12/31/2020	Yes
898	St. Vincent Medical Center	OSTEOMED CORPORATION	CONSIGNMENT AGREEMENT	11/1/2019	Yes
899	St. Vincent Medical Center	OTIS ELEVATOR (MAINTENANCE AGREEMENT)	FACILITY SERVICES AGREEMENT	6/14/2019	Yes
900	St. Vincent Medical Center	OTIS ELEVATOR (MAINTENANCE AGREEMENT)	SERVICES-EQUIPMENT MAINTENANCE	5/30/2022	Yes
901	St. Vincent Medical Center	OTIS ELEVATOR COMPANY	FACILITY SERVICES AGREEMENT	6/14/2019	Yes
902	St. Vincent Medical Center	OVAG INTERNATIONAL AG	SERVICES-COLLECTIONS	5/31/2019	Yes
903	St. Vincent Medical Center	OXFORD DIAGNOSTIC LABORATORIES	SERVICES-OUTSIDE LAB	6/23/2016	Yes
904	St. Vincent Medical Center	PACIFIC COAST PERFUSION GROUP, INC.	SERVICES-PROFESSIONAL	9/30/2017	Yes
905	St. Vincent Medical Center	PACIFIC LITHO, LLC	SERVICES-PROFESSIONAL	8/15/2016	Yes
906	St. Vincent Medical Center	PANDORA DATA SYSTEMS, INC.	LICENSE-SOFTWARE	10/26/2018	Yes
907	St. Vincent Medical Center	PARADIGM SPINE LLC	SPINAL IMPLANTS AND RELATED PRODUCTS	7/31/2019	Yes
908	St. Vincent Medical Center	PARAGON 28 INC	GENERAL ORTHO TRAUMA PRODUCTS	10/31/2019	Yes
909	St. Vincent Medical Center	PARTO PARHAM M.D.	PHYSICIANS-ON CALL	7/12/2018	Yes
910	St. Vincent Medical Center	Parto Parham M.D.	PHYSICIAN STAFFING AGREEMENT	7/31/2020	Yes
911	St. Vincent Medical Center	PASADENA FOOTHILLS DIALYSIS CENTER	KIDNEY TRANSPLANT AFFILIATION AGREEMENT	7/22/2019	Yes
912	St. Vincent Medical Center	PAVEL GOYKHMAN M.D.	PHYSICIAN STAFFING AGREEMENT	3/31/2019	Yes
913	St. Vincent Medical Center	PDC HEALTHCARE	LABELS ID BANDS RELATED PRODS	1/31/2019	Yes
914	St. Vincent Medical Center	PEDIGO PRODUCTS INC	CRIBS, BASSINETS, YOUTH BEDS	3/31/2019	Yes
915	St. Vincent Medical Center	PEDIGO PRODUCTS INC	STAINLESS STEEL EQUIPMENT	6/30/2021	Yes
916	St. Vincent Medical Center	PENUMBRA INC	DIR PRODUCTS	1/31/2020	Yes
917	St. Vincent Medical Center	PENUMBRA INC	NEUROVASCULAR INT RADIOLOGY	8/31/2020	Yes
918	St. Vincent Medical Center	PERFORMANCE HEALTH SUPPLY INC	PHYSICAL THERAPY PRODUCTS	2/29/2020	Yes
919	St. Vincent Medical Center	PHARMEDIUM SERVICES, LLC	PHARMACEUTICAL	5/31/2019	Yes
920	St. Vincent Medical Center	Philip Hom M.D	SERVICE AGREEMENT (KIDNEY SERVICES)	2/28/2020	Yes
921	St. Vincent Medical Center	PHILIPS HEALTHCARE	EQUIPMENT-WARRANTY	4/14/2019	Yes
922	St. Vincent Medical Center	PHILIPS HEALTHCARE NORTH AMERICA	NEONATAL DEVELOPMENTAL PRODUCT	10/31/2020	No
923	St. Vincent Medical Center	PHILIPS HEALTHCARE NORTH AMERICA	NON-INVASIVE CARDIOLOGY EQUIP	5/31/2021	Yes
924	St. Vincent Medical Center	PHILIPS HEALTHCARE NORTH AMERICA	MRI ANCILLARY EQUIP AND COILS	1/31/2020	Yes
925	St. Vincent Medical Center	PHILIPS HEALTHCARE NORTH AMERICA	PHYSIOLOGICAL MONITORING SYSTEMS	5/31/2021	Yes
926	St. Vincent Medical Center	PHILIPS HEALTHCARE NORTH AMERICA	FETAL MONITORING	5/31/2021	Yes
927	St. Vincent Medical Center	PHOTON PHYSICS SERVICES, INC.	SERVICES-CLINICAL CARE	11/30/2016	Yes
928	St. Vincent Medical Center	PHYSIO CONTROL INC	EXTERNAL DEFIBRILLATORS	5/31/2019	Yes
929	St. Vincent Dialysis Center, Inc.	PLAZA HOME CARE PHARMACY	PATIENT TRANSFER AGREEMENT	10/17/2019	Yes
930	St. Vincent Medical Center	POSEY CO J. T.	RESTRAINTS AND FALL PREVENTION	7/31/2020	Yes
931	St. Vincent Medical Center	PRACTICEMATCH SERVICES	SERVICES-CONSULTING	12/11/2016	No
932	St. Vincent Medical Center	PREMIER, INC.	DATA TRANSFER AGREEMENT	6/14/2019	Yes
933	St. Vincent Medical Center	PREZIO HEALTH	SURGICAL INST AND SCOPE REPAIR	1/31/2019	Yes
934	St. Vincent Medical Center	PRIMARY CARE ASSOCIATES OF CALIFORNIA	SERVICES-CLINICAL CARE	1/31/2020	Yes
935	St. Vincent Medical Center	PRIORITY NEOPOST SOUTHWEST	SERVICES-DOCUMENT DELIVERY	3/14/2020	No
936	St. Vincent Medical Center	PRN AMBULANCE ,LLP	SERVICES-TRANSPORTATION	1/11/2017	Yes
937	St. Vincent Medical Center	PROACTIVE WORK HEALTH SERVICES	SERVICES-OUTSIDE LAB	11/30/2016	Yes
938	St. Vincent Medical Center	PROCEL TEMPORARY SERVICES, INC.	SERVICES-STAFFING (NURSING)	8/31/2017	No
939	St. Vincent Medical Center	PROFESSIONAL RESOURCE ENTERPRISES, INC. DBA UNI	SERVICES-STAFFING (NURSING)	7/31/2017	Yes
940	St. Vincent Medical Center	PROSIDYAN INC	BONE TISSUE SYNTHETIC IMPLANT	4/13/2019	Yes
941	St. Vincent Medical Center	PURSUE HEALTH	PATIENT TRANSFER AGREEMENT	3/31/2017	Yes
942	St. Vincent Medical Center	QS/1 DATA SYSTEMS	LICENSE-SOFTWARE SUBSCRIPTION	Evergreen	No
943	St. Vincent Medical Center	QS/1 DATA SYSTEMS	SERVICES-TELECOMMUNICATIONS	11/30/2019	Yes
944	St. Vincent Medical Center	QUADRAMED CORPORATION	LICENSE-SOFTWARE	9/30/2016	No
945	St. Vincent Medical Center	QUANTUM MEDICAL	HIGH DENSITY MOBILE STORAGE	6/30/2021	Yes
946	St. Vincent Medical Center	QUEENSCARE	GRANT AGREEMENT	6/30/2019	Yes
947	St. Vincent Medical Center	RADADVANTAGE	PROFESSIONAL AND ADMINISTRATIVE SERVICES AGREEMENT-RADIOLOGY	8/31/2019	Yes
948	St. Vincent Medical Center	RADIATION THERAPY SERVICE AGREEMENT - H702799-COUNTY HEALTH SERVICES	PARTNERSHIP	6/30/2024	Yes
949	St. Vincent Medical Center	RANDSTAD HEALTHCARE	SERVICES-STAFFING (NURSING)	12/31/2017	No
950	St. Vincent Medical Center	REGAL MEDICAL GROUP, INC.	LEASE-AS LANDLORD	12/31/2022	No
951	St. Vincent Medical Center	REHAB ALLIANCE	PARTNERSHIP	5/1/2021	Yes
952	St. Vincent Medical Center	REHABCARE GROUP OF CALIFORNIA, LLC	PARTNERSHIP	6/30/2020	Yes
953	St. Vincent Medical Center	RELIABLE HEALTH CARE SERVICES, INC.	SERVICES-STAFFING (NURSING)	7/31/2017	No
954	St. Vincent Dialysis Center, Inc.	RENESAN SOFTWARE	SUBSCRIPTIONS	10/2/2016	No
955	St. Vincent Medical Center	RETRACTABLE TECHNOLOGIES INC	SAFETY HYPODERMIC PRODUCTS	9/30/2019	Yes
956	St. Vincent Medical Center	RF TECHNOLOGIES INC	INFANT AND PATIENT SECURITY	11/12/2020	No
957	St. Vincent Medical Center	RICHARD WOLF MEDICAL INSTRUMENTS CORP	SURGICAL ENDOSCOPY - RIGID	12/31/2020	Yes
958	St. Vincent Medical Center	RICHARDSON-TE, CAROL M.D	INDIGENT CARE SERVICES	3/9/2019	Yes

Exhibit A: Executory Contracts and Unexpired Leases Designated by Strategic Global Asset Management, Inc. (SGM) to be Assumed by St. Vincent Medical Center, St. Vincent Dialysis Center, Inc., Seton Medical Center & St. Francis Medical Center) (C)

(Corresponds to Exhibit A (Parts 1 to 3) Attached to the Cure Notice Filed on March 5, 2019 - Doc# 1704)

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
959	St. Vincent Medical Center	RISARC	SERVICES-CONSULTING	5/31/2017	No
960	St. Vincent Medical Center	RISARC CONSULTING, LLC	SERVICES-HARDWARE AND SOFTWARE MAINTENANCE	10/31/2019	No
961	St. Vincent Medical Center	RISARC CONSULTING, LLC	SERVICES-COLLECTIONS	12/31/2019	No
962	St. Vincent Medical Center	Robert Naraghi	KIDNEY SERVICE AGREEMENT	2/28/2020	Yes
963	St. Vincent Medical Center	ROBERTS, NGAN, SUGERMAN, A MEDICAL GROUP, INC.	LEASE-AS LANDLORD	7/31/2018	Yes
964	St. Vincent Medical Center	ROBERTS, WALTER MD	LEASE-AS LANDLORD	12/31/2017	Yes
965	St. Vincent Medical Center	ROCHE DIAGNOSTIC CORP	INTEGRATED PLATFORM	3/31/2019	Yes
966	St. Vincent Medical Center	ROCHE DIAGNOSTIC CORP	BLOOD GLUCOSE METERS, REAGENTS	3/31/2021	Yes
967	St. Vincent Medical Center	ROCHE DIAGNOSTIC CORP	BLOOD GLUCOSE METERS AND REAGENTS	10/14/2021	Yes
968	St. Vincent Medical Center	ROE, JAMES T. MD	PHYSICIANS-DIRECTORSHIP	9/7/2018	Removed
969	St. Vincent Medical Center	RONSIN LITIGATION SUPPORT SERVICES	BUSINESS ASSOCIATE AGREEMENT	6/1/2019	Yes
970	St. Vincent Medical Center	RX TRANSCRIPTION	SERVICES-INTERPRETER	9/30/2017	Yes
971	St. Vincent Medical Center	SAGE PRODUCTS INC	PATIENT CLESING SKIN CARE	5/31/2019	No
972	St. Vincent Medical Center	SAGE PRODUCTS INC	SKIN BREAKDOWN PREVENTION	6/30/2019	No
973	St. Vincent Medical Center	SAGE PRODUCTS INC	ORAL CARE	7/31/2019	No
974	St. Vincent Medical Center	SAMUEL K. LEE, M. D., INC.	LEASE-AS LANDLORD	9/30/2022	Yes
975	St. Vincent Medical Center	SANG H. CHOI M.D.	CALL COVERAGE AGREEMENT-NEUROLOGY	5/10/2020	Yes
976	St. Vincent Medical Center	SANGER SEQUOIA DIALYSIS CENTER	KIDNEY TRANSPLANT AFFILIATION AGREEMENT	2/25/2019	Yes
977	St. Vincent Medical Center	SANG-HOON AHN, MD	SERVICES-PROFESSIONAL	2/16/2017	Removed
978	St. Vincent Medical Center	SARSTEDT INC	PLASTICWARE AND GLASSWARE	7/31/2021	Yes
979	St. Vincent Medical Center	SCAN HEALTH PLAN	HOSPITAL SERVICE AGREEMENT	Evergreen	Yes
980	St. Vincent Medical Center	SCHEELE, WOLFGANG MD	LEASE-AS LANDLORD	6/30/2017	No
981	St. Vincent Medical Center	SCHMALZRIED, THOMAS MD	PHYSICIANS-PHYSICIAN STAFFING AGREEMENT	10/24/2017	No
982	St. Vincent Medical Center	SEARS CONTRACT SALES	APPLIANCES AND RELATED PRODUCTS	5/31/2021	Yes
983	St. Vincent Medical Center	SEASPINE SALES LLC	SPINAL IMPLANTS AND RELATED PRODUCTS	5/31/2019	Yes
984	St. Vincent Medical Center	SEASPINE SALES LLC	SPINAL IMPLANTS AND RELATED PRODUCTS	5/31/2019	No
985	St. Vincent Medical Center	SECURE NURSING SERVICES, INC.	SERVICES-STAFFING (NURSING)	3/9/2018	Yes
986	St. Vincent Dialysis Center, Inc.	SEOUL MEDICAL GROUP	ANCILLARY SERVICES AGREEMENT	Evergreen	Removed
987	St. Vincent Medical Center	SEOUL MEDICAL GROUP, IPA	RISK SHARING AGREEMENT	12/31/2018	Removed
988	St. Vincent Medical Center	SGLA SURGICAL PARTNERS	SERVICES-CONSULTING	8/1/2017	No
989	St. Vincent Medical Center	SHAH A. JALAAL DO	STAFFING AGREEMENT	5/10/2020	Yes
990	St. Vincent Medical Center	SHAH A. JALAAL DO	CALL COVERAGE-ORTHOPEDIC	12/4/2020	Yes
991	St. Vincent Medical Center	SHAH, TARIQ MD	CO-MEDICAL DIRECTOR, MOTC	4/22/2020	Yes
992	St. Vincent Medical Center	SHIDBAN HAMID M.D.	CALL COVERAGE AGREEMENT	7/31/2020	Yes
993	St. Vincent Medical Center	SHIDBAN, HAMID, M. D.	PHYSICIAN STAFFING SERVICES - MOTC	4/24/2020	Yes
994	St. Vincent Medical Center	SHIFTWISE (ORIGIN INC.)	LICENSE-SOFTWARE	5/16/2016	Yes
995	St. Vincent Medical Center	SHIN, TAE M., M. D., INC.	PHYSICIANS-ON CALL	12/31/2017	Removed
996	St. Vincent Medical Center	SI-BONE INC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/30/2019	Yes
997	St. Vincent Medical Center	SIEMENS HEALTHCARE DIAGNOSTICS INC (FORMERLY BAYER DIAGNOSTICS)	INTEGRATED PLATFORM	3/31/2019	Yes
998	St. Vincent Medical Center	SIEMENS HEALTHCARE DIAGNOSTICS INC (FORMERLY BAYER DIAGNOSTICS)	HEMOSTASIS ANALYZERS REAGENTS	7/31/2019	Yes
999	St. Vincent Medical Center	SIEMENS HEALTHCARE DIAGNOSTICS INC (FORMERLY BAYER DIAGNOSTICS)	BLOOD GAS ANALYZERS	9/30/2020	Yes
1000	St. Vincent Medical Center	SIEMENS MEDICAL SOLUTIONS, INC.	SERVICES-EQUIPMENT MAINTENANCE	7/15/2018	Yes
1001	St. Vincent Medical Center	SIEMENS MEDICAL SOLUTIONS, INC.	SERVICES-EQUIPMENT MAINTENANCE	9/29/2016	Yes
1002	St. Vincent Medical Center	SIEMENS MEDICAL SOLUTIONS, INC. NUCLEAR MEDICINE	SERVICES-EQUIPMENT MAINTENANCE	7/31/2019	Yes
1003	St. Vincent Medical Center	SIESTA MEDICAL INC	ENT IMPLANTS & KITS	4/19/2019	No
1004	St. Vincent Medical Center	SIGNIUS INVESTMENT CORPORATION	SERVICES-TELECOMMUNICATIONS	2/28/2019	Yes
1005	St. Vincent Medical Center	SILENTIA INC	REUSABLE TEXTILES AND SERVICES	11/30/2018	Yes
1006	St. Vincent Dialysis Center, Inc.	SILVER LAKE DIALYSIS CENTER	PATIENT TRANSFER AGREEMENT	1/8/2020	Yes
1007	St. Vincent Medical Center	SIZEWISE RENTALS LLC	PATIENT BEDS-RENTAL	2/28/2019	Yes
1008	St. Vincent Medical Center	SMITH & NEPHEW INC ENDOSCOPY DIV	ARTHROSCOPY SUPPLIES	4/30/2019	No
1009	St. Vincent Medical Center	SMITH & NEPHEW INC WOUND MANAGEMENT DIV	SKIN INTEGRITY: WOUND CARE	3/31/2020	No
1010	St. Vincent Medical Center	SMITH & NEPHEW INC WOUND MANAGEMENT DIV	SKIN INTEGRITY: SKIN CLENSER	3/31/2020	No
1011	St. Vincent Medical Center	SMITH & NEPHEW INC WOUND MANAGEMENT DIV	SURGICAL WOUND DEBRIDEMENT	5/31/2020	No
1012	St. Vincent Medical Center	SMITH & NEPHEW ORTHOPEDIC	ORTHO TOTAL JOINT IMPLANTS	9/30/2019	Yes
1013	St. Vincent Medical Center	SMITHS MEDICAL ASD - SMITHS MEDICAL NORTH AMERICA	CONSIGNMENT AGREEMENT	2/28/2019	No
1014	St. Vincent Medical Center	SMITHS MEDICAL ASD INC	ARTERIAL BLOOD GAS KITS	11/30/2020	No
1015	St. Vincent Medical Center	SMITHS MEDICAL ASD INC	SAFETY HUBER NEEDLES	2/28/2021	No
1016	St. Vincent Medical Center	SMITHS MEDICAL ASD INC	INFUSION DEVICES	1/31/2020	No
1017	St. Vincent Medical Center	SMITHS MEDICAL ASD INC	PULSE OXIMETRY AND CAPNOGRAPHY	4/30/2021	No
1018	St. Vincent Medical Center	SMITHS MEDICAL ASD INC	SAFETY HYPODERMIC PRODUCTS	9/30/2019	No
1019	St. Vincent Medical Center	SMITHS MEDICAL ASD INC	SAFETY IV CATHETERS	9/30/2019	No
1020	St. Vincent Medical Center	SMITHS MEDICAL ASD INC	TRACHEOSTOMY TUBES	9/30/2021	No
1021	St. Vincent Medical Center	SMITHS MEDICAL ASD INC	TEMPERATURE MONITORING PRODUCTS	12/31/2018	No
1022	St. Vincent Medical Center	SMITHS MEDICAL ASD INC	REGIONAL ANESTHESIA TRAYS	1/31/2019	No
1023	St. Vincent Medical Center	SODEXO AMERICA, LLC	PARTNERSHIP	Evergreen	Yes
1024	St. Vincent Medical Center	SODEXO AMERICA, LLC	STUDENT INTERN AGREEMENT	5/25/2019	Yes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
1025	St. Vincent Medical Center	SOLAIRE MEDICAL	MODULAR CASEWORK, STORAGE SYS	6/30/2021	Yes
1026	St. Vincent Medical Center	SONG, BENJAMIN I, M. D.	PHYSICIAN ON CALL COVERAGE - ED PANEL	1/31/2020	Yes
1027	St. Vincent Medical Center	SOUTHERN CALIFORNIA GAS	SERVICES-UTILITY	3/1/2019	Yes
1028	St. Vincent Medical Center	SOUTHERN CALIFORNIA INFECTIOUS DISEASE MED. GRP.	LEASE-AS LANDLORD	8/31/2018	Yes
1029	St. Vincent Medical Center	SOUTHERN CALIFORNIA TRANSPLANTATION ASSOCIATES, INC. (WAHLSTROM, HAKAN E. M. D).	ON CALL COVERAGE	S/31/2020	Yes
1030	St. Vincent Medical Center	SPEKTOR, ELENA MD	LEASE-AS LANDLORD	8/31/2017	Yes
1031	St. Vincent Medical Center	SPINE WAVE INC	SPINAL IMPLANTS AND RELATED PRODUCTS	8/31/2019	Yes
1032	St. Vincent Medical Center	SPINEART USA INC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/30/2020	Yes
1033	St. Vincent Medical Center	SPINEOLOGY INC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/5/2019	Yes
1034	St. Vincent Medical Center	SPRINGBOARD, INC. DBA SPRINGBOARD HEALTHCARE STAFFING	SERVICES-STAFFING (NURSING)	6/14/2017	No
1035	St. Vincent Medical Center	SRC MEDICAL	RESPIRATORY THERAPY PRODUCTS	10/31/2018	Yes
1036	St. Vincent Medical Center	ST JUDE MEDICAL	DIC PRODUCTS	6/30/2019	No
1037	St. Vincent Medical Center	ST JUDE MEDICAL	CARDIAC RHYTHEM MANAGEMENT	11/14/2020	No
1038	St. Vincent Medical Center	ST JUDE MEDICAL HEART VALVE	HEART VALVE PRODUCTS	5/31/2019	No
1039	St. Vincent Medical Center	ST. FRANCIS MEDICAL CENTER	PATIENT TRANSFER AGREEMENT	10/31/2020	Yes
1040	St. Vincent Medical Center	ST. JUDE MEDICAL	CONSIGNMENT AGREEMENT	12/31/2015	Yes
1041	St. Vincent Medical Center	ST. VINCENT DIALYSIS CENTER	LEASE-AS LANDLORD	4/30/2018	Yes
1042	St. Vincent Medical Center	ST. VINCENT IPA / PHYSICIANS DATA TRUST	ANCILLARY SERVICES AGREEMENT	Evergreen	Yes
1043	St. Vincent Medical Center	ST. VINCENT IPA / PHYSICIANS DATA TRUST	RISK SHARING AGREEMENT	3/31/2022	Yes
1044	St. Vincent Dialysis Center, Inc.	ST. VINCENT MEDICAL CENTER	PATIENT TRANSFER AGREEMENT	8/14/2018	No
1045	St. Vincent Dialysis Center, Inc.	ST. VINCENT MEDICAL CENTER	LETTER OF AGREEMENT	1/1/2017	No
1046	St. Vincent Medical Center	ST. VINCENT PATHOLOGY MEDICAL GROUP	MEDICAL DIRECTOR, PATHOLOGY/LAB	10/31/2020	Yes
1047	St. Vincent Medical Center	ST. VINCENT SENIOR CITIZEN NUTRITIONAL PROGRAM	MEMORANDUM OF UNDERSTANDING	6/30/2021	Yes
1048	St. Vincent Medical Center	STANLEY INNERSPACE	MODULAR CASEWORK STORAGE SYSTEM	6/30/2021	No
1049	St. Vincent Medical Center	STANLEY SECURITY SOLUTIONS	RESTRAINTS AND FALL PREVENTION	7/31/2020	No
1050	St. Vincent Medical Center	STAT LAB MEDICAL PRODUCTS	HISTOLOGY AND CYTOLOGY	1/31/2021	Yes
1051	St. Vincent Medical Center	STEPHENSON, ACQUISTO & COLMAN	SERVICES-LEGAL	2/10/2020	No
1052	St. Vincent Medical Center	STERICYCLE, INC.	SERVICES-WASTE MANAGEMENT	7/15/2017	Yes
1053	St. Vincent Medical Center	STERIS CORPORATION	INSTRUMENT CLEANERS ENZYMATICS	9/30/2019	No
1054	St. Vincent Medical Center	STERIS CORPORATION	AUTO ENDOSCOPIC REPROCESSOR	2/28/2021	No
1055	St. Vincent Medical Center	STERIS CORPORATION	LOW TEMPERATURE STERILIZATION	2/28/2021	No
1056	St. Vincent Medical Center	STERIS CORPORATION	STEAM STERILIZERS	2/28/2021	No
1057	St. Vincent Medical Center	STERIS CORPORATION	WASHERS AND DECONTAMINATORS	2/28/2021	No
1058	St. Vincent Medical Center	STERIS CORPORATION	OR TABLES	1/31/2019	No
1059	St. Vincent Medical Center	STERIS CORPORATION	OR LIGHT AND BOOMS	1/31/2019	No
1060	St. Vincent Medical Center	STEVE CLARK & ASSOCIATES, INC. (FKA CLARK, KOORTBOJIAN & ASSOCIATES)	SERVICES-CONSULTING	6/30/2017	No
1061	St. Vincent Medical Center	STRYKER COMMUNICATIONS	OR LIGHTS AND BOOMS	1/31/2019	No
1062	St. Vincent Medical Center	STRYKER CORP MEDICAL DIVISION	FURNITURE AND SYSTEMS	12/31/2020	No
1063	St. Vincent Medical Center	STRYKER CORP MEDICAL DIVISION	PATIENT BEDS PURCHASE	2/28/2019	No
1064	St. Vincent Medical Center	STRYKER CORP MEDICAL DIVISION	PATIENT TEMPERATURE PRODUCTS	12/31/2020	No
1065	St. Vincent Medical Center	STRYKER CORP MEDICAL DIVISION	SKIN BREAKDOWN PREVENTION	6/30/2019	No
1066	St. Vincent Medical Center	STRYKER CORP MEDICAL DIVISION	OR INTEGRATION AND AUTOMATION	1/31/2021	No
1067	St. Vincent Medical Center	STRYKER CRANIOMAXILLOFACIAL INC	MAXILLOFACIAL PLATING SYSTEM	10/31/2019	No
1068	St. Vincent Medical Center	STRYKER ENDOSCOPY	LAP SUCTION IRRIGATION	4/30/2019	No
1069	St. Vincent Medical Center	STRYKER ENDOSCOPY	ARTHROSCOPY SUPPLIES	4/30/2019	No
1070	St. Vincent Medical Center	STRYKER ENDOSCOPY	SURGICAL ENDOSCOPY - RIGID	12/31/2020	No
1071	St. Vincent Medical Center	STRYKER INSTRUMENT DIVISION	ORTHOPEDIC AUTO TRANSUSION	10/31/2019	No
1072	St. Vincent Medical Center	STRYKER INSTRUMENT DIVISION	ORTHOPEDIC HELMETS	10/31/2019	No
1073	St. Vincent Medical Center	STRYKER INSTRUMENT DIVISION	VERTEBRAL COMP FRACTURE REPAIR	6/30/2019	No
1074	St. Vincent Medical Center	STRYKER INSTRUMENT DIVISION	ORTHOPEDIC POWER TOOLS AND ACC	4/30/2019	No
1075	St. Vincent Medical Center	STRYKER INSTRUMENT DIVISION	SURGICAL AUTOMATIC TOURNIQUET	10/31/2019	No
1076	St. Vincent Medical Center	STRYKER INSTRUMENT DIVISION	ENT NASAL PRODUCTS	10/31/2019	No
1077	St. Vincent Medical Center	STRYKER INSTRUMENT DIVISION	PULSE LAVAGE PRODUCTS	3/31/2021	No
1078	St. Vincent Medical Center	STRYKER ORTHOPEDICS	ORTHOPEDIC TOTAL JOINT PRODUCTS	5/31/2020	No
1079	St. Vincent Medical Center	STRYKER ORTHOPEDICS	GENERAL ORTHO TRAUMA PRODUCTS	10/31/2019	No
1080	St. Vincent Medical Center	STRYKER SUSTAINABILITY SOLUTIONS INC	STERILE REPROCESSING	1/31/2020	No
1081	St. Vincent Medical Center	STUDER GROUP, LLC	SERVICES-CONSULTING	6/30/2016	No
1082	St. Vincent Medical Center	SU PARK CONSULTING, INC. FKA TCC ANSWERING SERVICES LLC	SERVICES-TELECOMMUNICATIONS	3/1/2019	Yes
1083	St. Vincent Medical Center	SUCHOV, MORDO MD	LEASE-AS LANDLORD	7/31/2017	Yes
1084	St. Vincent Medical Center	SUN CLINICAL LABORATORIES	SERVICES-OUTSIDE LAB	1/15/2020	No
1085	St. Vincent Medical Center	SUN NUCLEAR CORPORATION	SERVICES-HARDWARE AND SOFTWARE MAINTENANCE	9/30/2016	No
1086	St. Vincent Medical Center	SUPPLYWORKS	LAUNDRY PRODUCTS MAINTENANCE	12/31/2018	Yes
1087	St. Vincent Medical Center	SURGICAL SPECIALTIES CORPORATION	DIR PRODUCTS	1/31/2020	Yes
1088	St. Vincent Medical Center	SURGICAL SPECIALTIES CORPORATION	KNOTLESS TISSUE CLOSERE DEVICE	3/31/2021	Yes
1089	St. Vincent Medical Center	SURGICAL STAFF (JCAHO)	SERVICES-PROFESSIONAL	12/31/2019	Yes
1090	St. Vincent Medical Center	SUTURE EXPRESS	ENDOSURGERY	8/31/2019	Yes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
1091	St. Vincent Medical Center	SUTURE EXPRESS	HEMOSTASIS	8/31/2019	Yes
1092	St. Vincent Medical Center	SV/SFMC Stroke Pgrm Transfer Agmt	PATIENT TRANSFER	3/31/2019	Yes
1093	St. Vincent Medical Center	SYMMETRY SURGICAL	INSTRUMENT CONTAINERS	1/31/2019	No
1094	St. Vincent Medical Center	SYMMETRY SURGICAL	SURGICAL INSTRUMENTS	1/31/2019	No
1095	St. Vincent Medical Center	SYMONIAN, MARGARITA MD, INC	PHYSICIAN STAFFING SERVICES - MOTC	12/14/2020	Yes
1096	St. Vincent Medical Center	SYSMEX AMERICA INC	HEMATOLOGY ANALYZERS REAGENTS	7/31/2019	Yes
1097	St. Vincent Medical Center	TANENBAUM, BARTON MD	LEASE-AS LANDLORD	8/31/2017	No
1098	St. Vincent Medical Center	TANNENBAUM, BARTON M.D.	CALL COVERAGE AGREEMENT-UROLOGY	2/16/2020	Yes
1099	St. Vincent Medical Center	TARIQ SHAH, M.D., INC.	PHYSICIAN STAFFING SERVICES - MOTC	4/22/2020	Yes
1100	St. Vincent Medical Center	TARIQ SHAH, M.D., INC.	SERVICE AGREEMENT (KIDNEY)	2/28/2020	Yes
1101	St. Vincent Medical Center	TECH MEDICAL SERVICES INC	LAP SUCTION IRRIGATION	4/30/2019	Yes
1102	St. Vincent Medical Center	TELE TRACKING TECHNOLOGIES, INC.	LICENSE-SOFTWARE	8/8/2016	Yes
1103	St. Vincent Medical Center	TELEFLEX MEDICAL INCORPORATED	RESPIRATORY THERAPY PRODUCTS	10/31/2018	No
1104	St. Vincent Medical Center	TELEFLEX MEDICAL INCORPORATED	ACTIVE HUMIDIFICATION DEVICES	10/31/2021	No
1105	St. Vincent Medical Center	TELEFLEX MEDICAL INCORPORATED	LARYNGEAL MASK AIRWAYS	7/31/2020	No
1106	St. Vincent Medical Center	TELEFLEX MEDICAL INCORPORATED	LARYNGOSCOPE SYSTEMS	7/31/2020	No
1107	St. Vincent Medical Center	TELEFLEX MEDICAL INCORPORATED	SUTURE PRODUCTS	3/31/2021	No
1108	St. Vincent Medical Center	TELEFLEX MEDICAL INCORPORATED	ENDOMECHANICAL PRODUCTS	3/31/2021	No
1109	St. Vincent Medical Center	TELEMED COMMUNICATIONS, INC.	SERVICES-TELECOMMUNICATIONS	2/28/2019	Yes
1110	St. Vincent Dialysis Center, Inc.	TEMPLE PARK CONVALESCENT	PATIENT TRANSFER AGREEMENT	1/14/2020	Yes
1111	St. Vincent Medical Center	TERUMO CARDIOVASCULAR SYSTEMS CORP	VASCULAR GRAFTS	3/31/2020	No
1112	St. Vincent Medical Center	THERMO FISHER SCIENTIFIC CO	GENERAL LABORATORY PRODUCTS	3/31/2021	No
1113	St. Vincent Medical Center	TIDI PRODUCTS LLC	EXAM TABLE PAPER	6/30/2020	No
1114	St. Vincent Medical Center	TITAN SPINE LLC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/13/2019	Yes
1115	St. Vincent Medical Center	TOTAL JOINT ORTHOPEDICS	ORTHO TOTAL JOINT IMPLANTS	8/31/2019	Yes
1116	St. Vincent Medical Center	TOTAL JOINT ORTHOPEDICS, INC.	EQUIPMENT-PURCHASE	Evergreen	Yes
1117	St. Vincent Medical Center	TOTAL RENAL CARE INC.-UCLA DIALYSIS CENTER	KIDNEY TRANSPLANT AFFILIATION AGREEMENT	11/30/2019	Yes
1118	St. Vincent Medical Center	TOTAL RENAL CARE, EXETER DIALYSIS CENTER	KIDNEY TRANSPLANT AFFILIATION AGREEMENT	10/7/2019	Yes
1119	St. Vincent Medical Center	Touro Unvi	AFFILIATION	6/9/2019	Yes
1120	St. Vincent Medical Center	TRANSPLANT CONNECT, INC.	SERVICES-SOFTWARE MAINTENANCE AND SUPPORT	11/S/2020	Yes
1121	St. Vincent Medical Center	TRANSPLANT RESEARCH INSTITUTE	RESEARCH AGREEMENT	7/8/2018	No
1122	St. Vincent Medical Center	TRANSWORLD SYSTEM INC	BUSINESS ASSOCIATE AGREEMENT	10/8/2016	No
1123	St. Vincent Medical Center	TRI ANIM HEALTH SERVICE	SPECIALTY DISTRIBUTION	12/31/2018	Yes
1124	St. Vincent Medical Center	TRI ANIM HEALTH SERVICE	RESPIRATORY THERAPY PRODUCTS	10/31/2018	Yes
1125	St. Vincent Medical Center	TRICARE HEALTH NET FEDERAL	FACILITY SERVICES AGREEMENT	Evergreen	Yes
1126	St. Vincent Medical Center	TRIMEDX HEALTHCARE EQUIPMENT SERVICES	SERVICES-PROFESSIONAL	3/3/2019	No
1127	St. Vincent Medical Center	TRUSTAFF TRAVEL NURSES, LLC	SERVICES-STAFFING	10/23/2017	No
1128	St. Vincent Medical Center	TYCO INTEGRATED SECURITY, LLC	SERVICES-SECURITY	10/20/2016	No
1129	St. Vincent Medical Center	TZ MEDICAL INC	HEMOSTASIS AND COMPRESSION	6/30/2021	Yes
1130	St. Vincent Medical Center	UCLA IMMUNOGENETICS CENTER	SERVICES-OUTSIDE LAB	5/8/2017	Yes
1131	St. Vincent Medical Center	UNIHEALTH FOUNDATION	GRANT AGREEMENT	12/31/2016	No
1132	St. Vincent Medical Center	UNITED HEALTHCARE	FACILITY PARTICIPATION AGREEMENT	Evergreen	Yes
1133	St. Vincent Medical Center	UNITED LABOR HEALTH PLAN	MEMORANDUM OF UNDERSTANDING (MOU)	Evergreen	Yes
1134	St. Vincent Medical Center	UNIVERSITY OF SOUTHERN CALIFORNIA (PHARMACY)	STUDENT AFFILIATION AGREEMENT	10/29/2019	Yes
1135	St. Vincent Medical Center	UNIVERSITY OF SOUTHERN CALIFORNIA OT/PT	STUDENT AFFILIATION AGREEMENT	12/31/2019	Yes
1136	St. Vincent Medical Center	UNIVERSITY OF ST. AUGUSTINE	STUDENT AFFILIATION AGREEMENT	2/28/2017	Yes
1137	St. Vincent Medical Center	Unv Phillippines	AFFILIATION	7/4/2019	Yes
1138	St. Vincent Medical Center	UPTODATE, INC.	LICENSE-SOFTWARE SUBSCRIPTION	10/31/2018	Yes
1139	St. Vincent Medical Center	US RENAL CARE INC.	CONFIDENTIALITY & NON-DISCLOSURE	10/30/2018	No
1140	St. Vincent Medical Center	USC CARE MEDICAL GROUP, INC. (FKA UNIVERSITY OF SOUTHERN CALIFORNIA RADIOLOGY ASSOCIATES, INC.)	PROFESSIONAL / ADMINISTRATIVE SERVICES - RADIOLOGY	12/11/2020	Yes
1141	St. Vincent Medical Center	USC PRIMARY CARE PHYSICIAN ASSISTANT PROGRAM	STUDENT AFFILIATION AGREEMENT	3/15/2019	Yes
1142	St. Vincent Medical Center	VAPOTHERM INC	ACTIVE HUMIDIFICATION DEVICES	10/31/2021	Yes
1143	St. Vincent Medical Center	VARIAN MEDICAL INC.	SERVICES-CONSULTING	12/31/2016	Yes
1144	St. Vincent Medical Center	VERGE HEALTH	PEER REVIEW SOFTWARE	6/30/2021	Yes
1145	St. Vincent Medical Center	VERITY MEDICAL FOUNDATION/DR. ESKENAZI M.D.	CALL COVERAGE AGREEMENT-NEUROLOGY	7/12/2020	Yes
1146	St. Vincent Medical Center	VERITY MEDICAL FOUNDATION/DR. MENA M.D.	MEDICAL DIRECTORSHIP HEPATOLOGY	5/6/2020	Yes
1147	St. Vincent Medical Center	VERITY MEDICAL FOUNDATION/DR. ANAMALAI & GROUP	PHYSICIAN STAFFING AGREEMENT- MOTC	1/28/2020	Yes
1148	St. Vincent Medical Center	VIRACOR-IBT LABORATORIES, INC.	RESEARCH AGREEMENT	5/23/2019	Yes
1149	St. Vincent Medical Center	VIRACOR-IBT LABORATORIES, INC.	SERVICES-OUTSIDE LAB	9/30/2021	Yes
1150	St. Vincent Medical Center	VIRACOR-IBT LABORATORIES, INC.	LICENSE-SOFTWARE SUBSCRIPTION	7/31/2019	Yes
1151	St. Vincent Medical Center	VIRGIL REHAB & SKILLED NURSING CENTER	PATIENT TRANSFER AGREEMENT	11/6/2019	Yes
1152	St. Vincent Medical Center	VISTA ENERGY MARKETING, LP	SERVICES-UTILITY	6/1/2020	No
1153	St. Vincent Medical Center	VITAL HEALTH MEDICAL GROUP	SERVICES-CONSULTING	2/8/2017	No
1154	St. Vincent Medical Center	VITAS HEALTHCARE CORP.	SERVICES-PROFESSIONAL	2/28/2019	Yes
1155	St. Vincent Medical Center	VP-MA HEALTH SOLUTIONS INC DBA CD/MD	SERVICES-CONSULTING	6/10/2016	No
1156	St. Vincent Medical Center	VRL EUROFINS	PARTNERSHIP	8/16/2019	Yes
1157	St. Vincent Medical Center	VYAIRE MEDICAL	NON-INVASIVE CARDIOLOGY EQUIP	5/31/2021	Yes
1158	St. Vincent Medical Center	VYAIRE MEDICAL	PHYSIOLOGICAL MONITORING SYS	5/31/2021	Yes
1159	St. Vincent Medical Center	VYAIRE MEDICAL	FETAL MONITORING	5/31/2021	Yes

Exhibit A: Executory Contracts and Unexpired Leases Designated by St. Agnes Global Asset Management, Inc. (SGM) to be Assumed by St. Vincent Medical Center, St. Vincent Dialysis Center, Inc., Seton Medical Center & St. Francis Medical Center) (C)

(Corresponds to Exhibit A (Parts 1 to 3) Attached to the Cure Notice Filed on March 5, 2019 - Doc# 1704)

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
1160	St. Vincent Medical Center	VYAIRE MEDICAL	INFANT CARE CAPITAL EQUIPMENT	7/31/2021	Yes
1161	St. Vincent Medical Center	W L GORE & ASSOCIATES INC	SYNTHETIC BIOABSORBABLE MESH	9/30/2019	No
1162	St. Vincent Medical Center	W L GORE & ASSOCIATES INC	VASCULAR GRAFTS	3/31/2020	Yes
1163	St. Vincent Medical Center	W L GORE & ASSOCIATES INC	DIC PRODUCTS	6/30/2019	No
1164	St. Vincent Medical Center	WASHINGTON PLAZA DAVITA	PATIENT TRANSFER AGREEMENT	11/29/2019	Yes
1165	St. Vincent Medical Center	WELCH ALLYN INC	PATIENT SCALES	9/30/2020	No
1166	St. Vincent Medical Center	WELCH ALLYN INC	ELECTRONIC THERMOMETRY	S/31/2020	Yes
1167	St. Vincent Medical Center	WELCH ALLYN INC	DISPOSABLE VAGINAL SPECULUMS	6/30/2019	Yes
1168	St. Vincent Medical Center	WENZEL SPINE INC	SPINAL IMPLANTS AND RELATED PRODUCTS	4/4/2020	Yes
1169	St. Vincent Medical Center	WEST COAST UNIVERSITY	STUDENT AFFILIATION AGREEMENT	10/31/2020	Yes
1170	St. Vincent Medical Center	WEST COM & TV INC	NURSE CALL SYSTEMS	4/30/2021	Yes
1171	St. Vincent Medical Center	WESTERN UNI/COLLEGE OF PHARMACY	STUDENT AFFILIATION AGREEMENT	7/31/2018	Yes
1172	St. Vincent Medical Center	WESTWAYS STAFFING SERVICES, INC. (FKA APEX STAFFING SERVICES)	SERVICES-STAFFING	5/31/2019	Yes
1173	St. Vincent Medical Center	WILSON & WELLES ENT., INC. FKA CW COMMUNICATIONS	SERVICES-TELECOMMUNICATIONS	2/28/2019	No
1174	St. Vincent Medical Center	WINSOR, DAVID MD	PROF. & ADMIN. SERVICES - NUCLEAR MED & VASCULAR LAB	6/30/2020	Yes
1175	St. Vincent Medical Center	WONG, LOUIS & MARY JO, MD	LEASE-AS LANDLORD	6/30/2018	Yes
1176	St. Vincent Medical Center	WONG, MICHAEL, M. D.	LEASE-AS LANDLORD	6/30/2017	No
1177	St. Vincent Medical Center	WRIGHT MEDICAL TECHNOLOGY, INC	GENERAL ORTHO TRAUMA PRODUCTS	10/31/2019	No
1178	St. Vincent Medical Center	X-SPINE SYSTEMS INC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/13/2019	Yes
1179	St. Vincent Medical Center	YOKOYAMA, TARO MD	LEASE-AS LANDLORD	10/31/2017	Yes
1180	St. Vincent Medical Center	YOKOYAMA, TARO MD	CALL COVERAGE AGREEMENT	6/8/2020	Yes
1181	St. Vincent Medical Center	ZABLAN, AUGUSTO, M. D.	PHYSICIANS-ON CALL	12/31/2017	No
1182	St. Vincent Medical Center	ZEMBO MAIL NETWORK	SERVICES-DOCUMENT DELIVERY	6/30/2016	Yes
1183	St. Vincent Medical Center	ZIMMER	GENERAL ORTHO TRAUMA PRODUCTS	10/31/2019	No
1184	St. Vincent Medical Center	ZIMMER	SURGICAL AUTOMATIC TOURNIQUET	10/31/2019	No
1185	St. Vincent Medical Center	ZIMMER	SURGICAL SKIN GRAFTING DEVICES	4/30/2020	No
1186	St. Vincent Medical Center	ZIMMER	TRACTION PRODUCTS	4/30/2021	No
1187	St. Vincent Medical Center	ZIMMER	PULSE LAVAGE PRODUCTS	3/31/2021	No
1188	St. Vincent Medical Center	ZIMMER	TOTAL JOINT IMPLANTS	7/30/2020	No
1189	St. Vincent Medical Center	ZIMMER	ORTHO TOTAL JOINT INPLANTS	7/30/2020	No
1190	St. Vincent Medical Center	Z-MEDICA CORPORATION	HEMOSTASIS AND COMPRESSION	6/30/2021	No
1191	St. Vincent Medical Center	ZOLL MEDICAL CORPORATION	EXTERNAL DEFIBRILLATORS	5/31/2019	No
1192	St. Vincent Medical Center	ZOLL MEDICAL CORPORATION	PATIENT TEMPERATURE MANAGEMENT PRODUCTS	12/31/2020	No
1193	St. Vincent Medical Center	ZZ-DFINE INC	VERTEBRAL COMP FRACTURE REPAIR	6/30/2019	No
1	Seton Medical Center	3E COMPANY ENVIRONMENTAL ECOLOGICAL & ENGINEERING	SERVICES-BIOHAZARD	2/28/2019	Yes
2	Seton Medical Center	3M (FKA SOFTMED SYSTEMS, INC.)	SERVICES-SOFTWARE MAINTENANCE AND SUPPORT	9/23/2018	Yes
3	Seton Medical Center	3M (FKA SOFTMED SYSTEMS, INC.)	SERVICES-SOFTWARE MAINTENANCE AND SUPPORT	3/14/2019	Yes
4	Seton Medical Center	3M HEALTH INFORMATION SYSTEMS	LICENSE-SOFTWARE	4/17/2019	Yes
5	Seton Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	STERILIZATION ASSURANCE	9/30/2019	Yes
6	Seton Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	HOUSEKEEPING PRODUCTS	1/31/2021	Yes
7	Seton Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	CATHETER TUBE SECUREMENT	8/31/2020	Yes
8	Seton Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	DISINFECTION CAPS	8/31/2019	Yes
9	Seton Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	PATIENT PREP CLIPPERS BLADES	1/31/2019	Yes
10	Seton Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	SURGICAL PATIENT PREP PRODUCTS	3/31/2019	Yes
11	Seton Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	INCISE DRAPES	9/30/2019	Yes
12	Seton Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	SURGICAL HAND PREPS	4/30/2021	Yes
13	Seton Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	STERILIZATION ASSURANCE	9/30/2019	Yes
14	Seton Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	HOUSEKEEPING PRODUCTS	1/31/2021	Yes
15	Seton Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	CATHETER TUBE SECUREMENT	8/31/2020	Yes
16	Seton Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	DISINFECTION CAPS	8/31/2019	Yes
17	Seton Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	PATIENT PREP CLIPPERS BLADES	1/31/2019	Yes
18	Seton Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	SURGICAL PATIENT PREP PRODUCTS	3/31/2019	Yes
19	Seton Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	INCISE DRAPES	9/30/2019	Yes
20	Seton Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	SURGICAL HAND PREPS	4/30/2021	Yes
21	Seton Medical Center	AAF INTERNATIONAL	AIR FILTRATION PRODUCTS	8/31/2021	Yes
22	Seton Medical Center	AAF INTERNATIONAL	AIR FILTRATION PRODUCTS	8/31/2021	Yes
23	Seton Medical Center	ABBI, GAURAV, MD	CALL COVERAGE FOR ORTHOPEDIC SURGERY	6/30/2020	Yes
24	Seton Medical Center	ABBOTT LABORATORIES DIAGNOSTIC DIVISION	HEMATOLOGY ANALYZERS REAGENTS	7/31/2019	Yes
25	Seton Medical Center	ABBOTT LABORATORIES DIAGNOSTIC DIVISION	HEMATOLOGY ANALYZERS REAGENTS	7/31/2019	Yes
26	Seton Medical Center	ABBOTT NUTRITION-ROSS DIVISION	MEDICAL NUTRITION PRODUCTS 10+CS BRACKET	7/31/2020	Yes
27	Seton Medical Center	ABBOTT VASCULAR	DIC PRODUCTS	6/30/2019	Yes
28	Seton Medical Center	ABBOTT VASCULAR	DIC PRODUCTS SMC AND SVMC LOCAL	S/27/2019	Yes
29	Seton Medical Center	ABBOTT VASCULAR	PERIPHERAL AND BILIARY STENTS	S/31/2019	Yes
30	Seton Medical Center	ABBOTT VASCULAR	DIC PRODUCTS	S/31/2020	Yes

Exhibit A: Executory Contracts and Unexpired Leases Designated by Strategic Global Asset Management, Inc. (SGM) to be Assumed by St. Vincent Medical Center, St. Vincent Dialysis Center, Inc., Seton Medical Center & St. Francis Medical Center) (C)

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
31	Seton Medical Center	ABBOTT VASCULAR	CORONARY STENTS NON-DRUG	5/31/2020	Yes
32	Seton Medical Center	ABBOTT VASCULAR	DIC PRODUCTS	6/30/2019	Yes
33	Seton Medical Center	ABBOTT VASCULAR	PERIPHERAL AND BILIARY STENTS	5/31/2019	Yes
34	Seton Medical Center	ABBOTT VASCULAR	DIC PRODUCTS	5/31/2020	Yes
35	Seton Medical Center	ABBOTT VASCULAR	CORONARY STENTS NON-DRUG	5/31/2020	Yes
36	Seton Medical Center	ACCUTOME, INC.	SERVICES-EQUIPMENT MAINTENANCE	11/30/2015	Yes
37	Seton Medical Center	ACELL INC	REGENERATIVE SKIN GRAFTING	12/31/2020	Yes
38	Seton Medical Center	ACELL INC	BIOLOGIC MESH PRODUCTS	9/30/2019	Yes
39	Seton Medical Center	ACELL INC	REGENERATIVE SKIN GRAFTING	12/31/2020	Yes
40	Seton Medical Center	ACELL INC	BIOLOGIC MESH PRODUCTS	9/30/2019	Yes
41	Seton Medical Center	ACTIONABLE INSIGHTS, LLC	SERVICES-PROFESSIONAL	3/31/2019	No
42	Seton Medical Center	ACUTE CARE PHARMACEUTICALS	USP 797 AND 800 CLEANING SU	4/30/2019	Yes
43	Seton Medical Center	ACUTE CARE PHARMACEUTICALS	USP 797 AND 800 CLEANING SU	4/30/2019	Yes
44	Seton Medical Center	ADITI, ANUPAM, MD (INSITE DIGESTIVE HEALTH CARE)	CALL COVERAGE FOR GASTROENTEROLOGY	7/31/2019	Yes
45	Seton Medical Center	ADITI, ANUPAM, MD (INSITE DIGESTIVE HEALTH CARE)	RECRUITMENT LOAN AGREEMENT, EMERGENCY CALL AGREEMENT, MEDICAL DIRECTOR AGREEMENT	7/31/2021	Yes
46	Seton Medical Center	ADITI, ANUPAM, MD (INSITE DIGESTIVE HEALTH CARE)	MEDICAL DIRECTOR AGREEMENT ENDOSCOPY SERVICES	7/31/2019	Yes
47	Seton Medical Center	ADVANCE MEDICAL DESIGN INC	OR EQUIPMENT DRAPES	3/31/2019	Yes
48	Seton Medical Center	ADVANCE MEDICAL DESIGN INC	OR EQUIPMENT DRAPES	3/31/2019	Yes
49	Seton Medical Center	ADVANCED VASCULAR DYNAMICS	HEMOSTASIS AND COMPRESSION	6/30/2021	Yes
50	Seton Medical Center	ADVANCED VASCULAR DYNAMICS	HEMOSTASIS AND COMPRESSION	6/30/2021	Yes
51	Seton Medical Center	AEROBIOTIX, INC.	ROOM ENVIRONMENT INFECTION	1/31/2021	Yes
52	Seton Medical Center	AEROBIOTIX, INC.	ROOM ENVIRONMENT INFECTION	1/31/2021	Yes
53	Seton Medical Center	AESCULAP IMPLANT SYSTEMS,LLC	LAPAROSCOPIC SURGICAL INSTRUM	1/31/2019	Yes
54	Seton Medical Center	AESCULAP IMPLANT SYSTEMS,LLC	LAPAROSCOPIC SURGICAL INSTRUM	1/31/2019	Yes
55	Seton Medical Center	AESCULAP INC	INSTRUMENT CONTAINERS	1/31/2022	Yes
56	Seton Medical Center	AESCULAP INC	SURGICAL INSTRUMENTS	1/31/2022	Yes
57	Seton Medical Center	AETNA	HOSPITAL SERVICES AGREEMENT	Evergreen	Yes
58	Seton Medical Center	AIR DALE COMPRESSORS INC.	CONSTRUCTION	1/25/2020	Yes
59	Seton Medical Center	AIR LIQUIDE AMERICA CORPORATION	SUPPLIES-RESPIRATORY	8/31/2019	Yes
60	Seton Medical Center	AIR SYSTEMS	CONSTRUCTION	4/23/2019	Yes
61	Seton Medical Center	AIR SYSTEMS	CONSTRUCTION	1/31/2020	Yes
62	Seton Medical Center	ALC HEATHCARE NETWORK	SERVICES-STAFFING	12/27/2016	Yes
63	Seton Medical Center	ALERE INFORMATICS INC	LICENSE-SOFTWARE	8/15/2020	Yes
64	Seton Medical Center	ALERE NORTH AMERICA INC	POINT OF CARE BLOOD GAS	3/31/2019	Yes
65	Seton Medical Center	ALERE NORTH AMERICA INC	POINT OF CARE BLOOD GAS	3/31/2019	Yes
66	Seton Medical Center	ALEVIO LLC	ORTHO TOTAL JOINTS IMPLANTS	6/14/2019	Yes
67	Seton Medical Center	ALEVIO LLC	ORTHO TOTAL JOINTS IMPLANTS	6/14/2019	Yes
68	Seton Medical Center	ALICAWAY, EDGARDO G. MD	NEUROLOGY CALL COVERAGE AGREEMENT	9/30/2019	Yes
69	Seton Medical Center	ALLCARE INC	LAP SPONGES AND OR TOWELS	5/31/2020	Yes
70	Seton Medical Center	ALLCARE INC	LAP SPONGES AND OR TOWELS	5/31/2020	Yes
71	Seton Medical Center	ALLERGAN MEDICAL	BIOLOGIC MESH PRODUCTS	9/30/2019	Yes
72	Seton Medical Center	ALLERGAN MEDICAL	BREAST IMPLANTS/TISSUE EXPANDERS	1/31/2020	Yes
73	Seton Medical Center	ALLERGAN MEDICAL	BIOLOGIC MESH PRODUCTS	9/30/2019	Yes
74	Seton Medical Center	ALLERGAN MEDICAL	BREAST IMPLANTS/TISSUE EXPANDERS	1/31/2020	Yes
75	Seton Medical Center	ALLMAN, GEORGE MD	COVERAGE EVENT AGREEMENT	4/30/2020	Yes
76	Seton Medical Center	ALLMAN, GEORGE MD	THORACIC SURGERY ON CALL	1/31/2019	Yes
77	Seton Medical Center	ALPHATEC SPINE INC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/29/2019	Yes
78	Seton Medical Center	ALPHATEC SPINE INC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/29/2019	Yes
79	Seton Medical Center	ALTOR BIOSCIENCE LLC	NON-DISCLOSURE AGREEMENT	3/16/2021	No
80	Seton Medical Center	AMBU INC	LARYNGEAL MASK AIRWAYS	7/31/2020	Yes
81	Seton Medical Center	AMBU INC	RESPIRATORY THERAPY PRODUCTS	10/31/2018	Yes
82	Seton Medical Center	AMBU INC	LARYNGEAL MASK AIRWAYS	7/31/2020	Yes
83	Seton Medical Center	AMBU INC	RESPIRATORY THERAPY PRODUCTS	10/31/2018	Yes
84	Seton Medical Center	AMEDA INC	BREAST PUMP AND ACCESSORIES	10/31/2020	Yes
85	Seton Medical Center	AMEDA INC	BREAST PUMP AND ACCESSORIES	10/31/2020	Yes
86	Seton Medical Center	AMERICAN COLLEGE OF CARDIOLOGY FOUNDATION	DATA REGISTRY PROGRAM	12/31/2018	No
87	Seton Medical Center	AMERICAN HEART ASSOCIATION	EDUCATION	7/2/2019	Yes
88	Seton Medical Center	AMERICAN MEDICAL RESPONSE WEST, INC. (DBA NATIONAL COLLEGE OF TECHNICAL INSTRUCTION)	STUDENT AFFILIATION AGREEMENT	11/14/2018	Yes
89	Seton Medical Center	AMERICAN RED CROSS	BLOOD PRODUCTS	11/11/2018	Yes
90	Seton Medical Center	AMERICAN RED CROSS	BLOOD PRODUCTS	11/11/2018	Yes
91	Seton Medical Center	AMERICA'S CHOICE PROVIDER NETWORK	HOSPITAL SERVICES AGREEMENT	Evergreen	Yes
92	Seton Medical Center	AMERICA'S CHOICE PROVIDER NETWORK, INC.	MANAGED CARE VENDOR AGREEMENT	8/31/2019	Yes
93	Seton Medical Center	ANASTASSIOU, PETER MD	THORACIC SURGERY ON CALL	12/31/2020	Yes
94	Seton Medical Center	ANESTHESIA CARE CONSULTANTS, INC.	ANESTHESIA SERVICES	3/31/2020	Yes
95	Seton Medical Center	ANOOSHFAR, SAEED	SERVICES-RADIOLOGY	2/11/2020	Yes
96	Seton Medical Center	ANSELL HEALTHCARE PRODUCTS INC	SURGEON GLOVES	4/30/2019	Yes
97	Seton Medical Center	ANSELL HEALTHCARE PRODUCTS INC	SURGEON GLOVES	4/30/2019	Yes
98	Seton Medical Center	ANTHEM BLUE CROSS	FACILITY SERVICES AGREEMENT	Evergreen	Yes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
99	Seton Medical Center	ANTHEM BLUE CROSS MEDI-CAL	HOSPITAL SERVICES AGREEMENT	Evergreen	Yes
100	Seton Medical Center	ANX HOME HEALTHCARE	STUDENT AFFILIATION AGREEMENT	4/30/2019	Yes
101	Seton Medical Center	APPLIED MEDICAL RESOURCES CORPORATION	ENDOMECHANICAL PRODUCTS	3/31/2021	Yes
102	Seton Medical Center	APPLIED MEDICAL RESOURCES CORPORATION	TROCAR PRODUCTS	3/31/2021	Yes
103	Seton Medical Center	APPLIED MEDICAL RESOURCES CORPORATION	SURGICAL ENERGY PRODUCTS	12/13/2018	Yes
104	Seton Medical Center	APPLIED MEDICAL RESOURCES CORPORATION	ENDOMECHANICAL PRODUCTS	3/31/2021	Yes
105	Seton Medical Center	APPLIED MEDICAL RESOURCES CORPORATION	TROCAR PRODUCTS	3/31/2021	Yes
106	Seton Medical Center	APPLIED MEDICAL RESOURCES CORPORATION	SURGICAL ENERGY PRODUCTS	12/13/2018	Yes
107	Seton Medical Center	AQUINO, MELINDA M.D.	LEASE-AS LANDLORD	11/30/2018	Yes
108	Seton Medical Center	AQUINO, MELINDA M.D.	CALL COVERAGE AGREEMENT FOR GENERAL SURGERY, CONCURRENT GENERAL AND VASCULAR, VASCULAR SURGERY	3/31/2019	Yes
109	Seton Medical Center	ARGON MEDICAL DEVICES INC	DIR PRODUCTS	6/1/2019	Yes
110	Seton Medical Center	ARGON MEDICAL DEVICES INC	DIR PRODUCTS	6/1/2019	Yes
111	Seton Medical Center	ARJO INC	PATIENT LIFTS	7/31/2021	Yes
112	Seton Medical Center	ARJO INC	PATIENT LIFTS	7/31/2021	Yes
113	Seton Medical Center	ARROW INTERNATIONAL INC	HEMODYNAMIC MONITORING PRODUCT	6/30/2020	Yes
114	Seton Medical Center	ARROW INTERNATIONAL INC	CENTRAL VENOUS ACCESS PRODUCTS	6/30/2020	Yes
115	Seton Medical Center	ARROW INTERNATIONAL INC	REGIONAL ANESTHESIA TRAYS	1/31/2019	Yes
116	Seton Medical Center	ARROW INTERNATIONAL INC	HEMODYNAMIC MONITORING PRODUCT	6/30/2020	Yes
117	Seton Medical Center	ARROW INTERNATIONAL INC	CENTRAL VENOUS ACCESS PRODUCTS	6/30/2020	Yes
118	Seton Medical Center	ARROW INTERNATIONAL INC	REGIONAL ANESTHESIA TRAYS	1/31/2019	Yes
119	Seton Medical Center	ARTHREX INC	ARTHROSCOPY SUPPLIES	6/30/2019	Yes
120	Seton Medical Center	ARTHREX INC	ARTHROSCOPY SUPPLIES	6/30/2019	Yes
121	Seton Medical Center	ASAHI INTECC USA INC	DIC PRODUCTS	6/30/2019	Yes
122	Seton Medical Center	ASAHI INTECC USA INC	DIC PRODUCTS	6/30/2019	Yes
123	Seton Medical Center	ASPEN SURGICAL PRODUCTS	SURGICAL BLADES	9/30/2019	Yes
124	Seton Medical Center	ASPEN SURGICAL PRODUCTS	SURGICAL BLADES	9/30/2019	Yes
125	Seton Medical Center	AT&T	LEASE-AS LANDLORD	2/28/2019	Yes
126	Seton Medical Center	AUTOMATIC DOOR INC.	CONSTRUCTION	4/23/2019	Yes
127	Seton Medical Center	AVANOS MEDICAL	CLOSED VENTILATION SUCTION	10/31/2018	Yes
128	Seton Medical Center	AVANOS MEDICAL	ORAL CARE	7/31/2019	Yes
129	Seton Medical Center	AVANOS MEDICAL	PAIN MGMT LOCAL ANESTHETIC	5/31/2020	Yes
130	Seton Medical Center	AVANOS MEDICAL	FEEDING PUMPS DEVICES SETS	7/31/2021	Yes
131	Seton Medical Center	AVANOS MEDICAL	DISPOSABLE NON-STERILE APPAREL	11/30/2018	Yes
132	Seton Medical Center	AVANOS MEDICAL	EXAM GLOVES	4/30/2019	Yes
133	Seton Medical Center	AVANOS MEDICAL	STERILE PACKS AND GOWNS	12/31/2019	Yes
134	Seton Medical Center	AVANOS MEDICAL	CLOSED VENTILATION SUCTION	10/31/2018	Yes
135	Seton Medical Center	AVANOS MEDICAL	ORAL CARE	7/31/2019	Yes
136	Seton Medical Center	AVANOS MEDICAL	PAIN MGMT LOCAL ANESTHETIC	5/31/2020	Yes
137	Seton Medical Center	AVANOS MEDICAL	FEEDING PUMPS DEVICES SETS	7/31/2021	Yes
138	Seton Medical Center	AVANOS MEDICAL	DISPOSABLE NON-STERILE APPAREL	11/30/2018	Yes
139	Seton Medical Center	AVANOS MEDICAL	EXAM GLOVES	4/30/2019	Yes
140	Seton Medical Center	AVANOS MEDICAL	STERILE PACKS AND GOWNS	12/31/2019	Yes
141	Seton Medical Center	B BRAUN INTERVENTIONAL SYSTEM	DIR PRODUCTS	1/31/2020	Yes
142	Seton Medical Center	B BRAUN INTERVENTIONAL SYSTEM	VENA CAVA FILTERS	7/31/2020	Yes
143	Seton Medical Center	B BRAUN INTERVENTIONAL SYSTEM	DIR PRODUCTS	1/31/2020	Yes
144	Seton Medical Center	B BRAUN INTERVENTIONAL SYSTEM	VENA CAVA FILTERS	7/31/2020	Yes
145	Seton Medical Center	B BRAUN MEDICAL INC	REGIONAL ANESTHESIA TRAYS	1/31/2019	Yes
146	Seton Medical Center	B BRAUN MEDICAL INC	INFUSION DEVICES	1/31/2020	Yes
147	Seton Medical Center	B BRAUN MEDICAL INC	INFUSION SETS	1/31/2020	Yes
148	Seton Medical Center	B BRAUN MEDICAL INC	IV FLUIDS, BAG BASED DRUG	1/30/2020	Yes
149	Seton Medical Center	B BRAUN MEDICAL INC	PHARMACY COMPOUNDING EQUIPMENT	1/31/2020	Yes
150	Seton Medical Center	B BRAUN MEDICAL INC	SAFETY IV CATHETERS	9/30/2019	Yes
151	Seton Medical Center	B BRAUN MEDICAL INC	REGIONAL ANESTHESIA TRAYS	1/31/2019	Yes
152	Seton Medical Center	B BRAUN MEDICAL INC	INFUSION DEVICES	1/31/2020	Yes
153	Seton Medical Center	B BRAUN MEDICAL INC	INFUSION SETS	1/31/2020	Yes
154	Seton Medical Center	B BRAUN MEDICAL INC	IV FLUIDS, BAG BASED DRUG	1/30/2020	Yes
155	Seton Medical Center	B BRAUN MEDICAL INC	PHARMACY COMPOUNDING EQUIPMENT	1/31/2020	Yes
156	Seton Medical Center	B BRAUN MEDICAL INC	SAFETY IV CATHETERS	9/30/2019	Yes
157	Seton Medical Center	BACTERIN INTERNATIONAL INC	BONE TISSUE SYNTHETIC IMPLANT	6/30/2020	Yes
158	Seton Medical Center	BACTERIN INTERNATIONAL INC	BONE TISSUE SYNTHETIC IMPLANT	6/30/2020	Yes
159	Seton Medical Center	BARBER, VICTORIA MD	CALL COVERAGE FOR ORTHOPEDIC SURGERY	8/31/2020	Yes
160	Seton Medical Center	BARD ACCESS SYSTEMS DIV	CATHETER TUBE SECUREMENT	8/31/2020	Yes
161	Seton Medical Center	BARD ACCESS SYSTEMS DIV	SAFETY HUBER NEEDLES	2/28/2021	Yes
162	Seton Medical Center	BARD ACCESS SYSTEMS DIV	CATHETER TUBE SECUREMENT	8/31/2020	Yes
163	Seton Medical Center	BARD ACCESS SYSTEMS DIV	SAFETY HUBER NEEDLES	2/28/2021	Yes
164	Seton Medical Center	BARD DAVOL	BIOLOGICAL MESH PRODUCTS	9/30/2019	Yes
165	Seton Medical Center	BARD DAVOL	SYNTHETIC BIOABSORBABLE MESH PRODUCTS	9/30/2019	Yes
166	Seton Medical Center	BARD DAVOL	ENDOMECHANICAL PRODUCTS	3/31/2021	Yes
167	Seton Medical Center	BARD DAVOL	BIOLOGICAL MESH PRODUCTS	9/30/2019	Yes
168	Seton Medical Center	BARD DAVOL	SURGICAL MESH PRODUCTS	9/30/2019	Yes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
169	Seton Medical Center	BARD DAVOL	SYNTHETIC BIOABSORBABLE MESH PRODUCTS	9/30/2019	Yes
170	Seton Medical Center	BARD DAVOL	ENDOMECHANICAL PRODUCTS	3/31/2021	Yes
171	Seton Medical Center	BARD MEDICAL DIVISION	GENERAL UROLOGICAL PRODUCTS	2/28/2019	Yes
172	Seton Medical Center	BARD MEDICAL DIVISION	WOUND DRAINAGE PRODUCTS	7/31/2021	Yes
173	Seton Medical Center	BARD MEDICAL DIVISION	GENERAL UROLOGICAL PRODUCTS	2/28/2019	Yes
174	Seton Medical Center	BARD MEDICAL DIVISION	WOUND DRAINAGE PRODUCTS	7/31/2021	Yes
175	Seton Medical Center	BARD PERIPHERAL VASCULAR	IMPLANTABLE INFUSION PORTS	10/31/2019	Yes
176	Seton Medical Center	BARD PERIPHERAL VASCULAR	CATH LAB PRODUCTS	5/31/2019	Yes
177	Seton Medical Center	BARD PERIPHERAL VASCULAR	IMPLANTABLE INFUSION PORTS	10/31/2019	Yes
178	Seton Medical Center	BARD PERIPHERAL VASCULAR	CATH LA8 PRODUCTS	5/31/2019	Yes
179	Seton Medical Center	BAUSCH & LOMB	CONSIGNMENT AGREEMENT	8/5/2019	Yes
180	Seton Medical Center	BAUSCH AND LOMB	OPHTHALMOLOGY PRODUCTS	6/30/2020	Yes
181	Seton Medical Center	BAUSCH AND LOMB	OPHTHALMOLOGY PRODUCTS	6/30/2020	Yes
182	Seton Medical Center	BAXTER HEALTHCARE CORP	INFUSION DEVICES	1/31/2020	Yes
183	Seton Medical Center	BAXTER HEALTHCARE CORP	INFUSION SETS	1/31/2020	Yes
184	Seton Medical Center	BAXTER HEALTHCARE CORP	IV FLUIDS, BAG BASED DRUG	1/31/2020	Yes
185	Seton Medical Center	BAXTER HEALTHCARE CORP	PHARMACY COMPOUNDING EQUIPMENT	1/31/2020	Yes
186	Seton Medical Center	BAXTER HEALTHCARE CORP	NEEDLELESS CONNECTORS	1/31/2020	Yes
187	Seton Medical Center	BAXTER HEALTHCARE CORP	INFUSION DEVICES	1/31/2020	Yes
188	Seton Medical Center	BAXTER HEALTHCARE CORP	INFUSION SETS	1/31/2020	Yes
189	Seton Medical Center	BAXTER HEALTHCARE CORP	IV FLUIDS, BAG BASED DRUG	1/31/2020	Yes
190	Seton Medical Center	BAXTER HEALTHCARE CORP	PHARMACY COMPOUNDING EQUIPMENT	1/31/2020	Yes
191	Seton Medical Center	BAXTER HEALTHCARE CORP	NEEDLELESS CONNECTORS	1/31/2020	Yes
192	Seton Medical Center	BAY ALARM	SERVICES-SECURITY	10/8/2020	Yes
193	Seton Medical Center	BAY AREA DIGESTIVE HEALTH MEDICAL GROUP, INC.	LEASE-AS LANDLORD	6/30/2018	Yes
194	Seton Medical Center	BAY AREA DIGESTIVE HEALTH MEDICAL GROUP, INC.	CALL COVERAGE FOR GASTRO	10/14/2018	Yes
195	Seton Medical Center	BAY AREA FAMILY PRACTICE MEDICAL GROUP	LEASE-AS LANDLORD	3/31/2019	Yes
196	Seton Medical Center	BAY AREA OBSTETRICS & GYNECOLOGY	LEASE-AS LANDLORD	4/30/2019	Yes
197	Seton Medical Center	BAY AREA VEIN AND VASCULAR CENTER, INC.	VASCULAR SURGERY NEW ER CALL (ASSUMED DR. GANDHI'S CCA)	3/31/2019	Yes
198	Seton Medical Center	BAY CITY BOILER & ENGINEERING CO. INC.	CONSTRUCTION	4/23/2019	Yes
199	Seton Medical Center	BAYER HEALTHCARE PHARMACEUTICALS, INC.	CLINICAL TRIAL AGREEMENT	6/23/2023	Yes
200	Seton Medical Center	BAYER MEDICAL CARE LLC	CM INJECTORS AND DISPOSABLES	12/31/2020	Yes
201	Seton Medical Center	BAYER MEDICAL CARE LLC	CONTRAST MEDIA MR	12/31/2020	Yes
202	Seton Medical Center	BAYER MEDICAL CARE LLC	CM INJECTORS AND DISPOSABLES	12/31/2020	Yes
203	Seton Medical Center	BAYER MEDICAL CARE LLC	CONTRAST MEDIA MR	12/31/2020	Yes
204	Seton Medical Center	BEAVER VISITEC INTERNATIONAL INC	OPHTHALMOLOGY PRODUCTS	6/30/2020	Yes
20S	Seton Medical Center	BEAVER VISITEC INTERNATIONAL INC	OPHTHALMOLOGY PRODUCTS	6/30/2020	Yes
206	Seton Medical Center	BECTON DICKINSON	SAFETY HYPODERMIC PRODUCTS	9/30/2019	Yes
207	Seton Medical Center	BECTON DICKINSON	STANDARD HYPODERMIC PRODUCTS	9/30/2019	Yes
208	Seton Medical Center	BECTON DICKINSON	AUTOMATED BLOOD CULTURE	10/31/2019	Yes
209	Seton Medical Center	BECTON DICKINSON	SAFETY IV CATHETERS	9/30/2019	Yes
210	Seton Medical Center	BECTON DICKINSON	SAFETY HYPODERMIC PRODUCTS	9/30/2019	Yes
211	Seton Medical Center	BECTON DICKINSON	STANDARD HYPODERMIC PRODUCTS	9/30/2019	Yes
212	Seton Medical Center	BECTON DICKINSON	AUTOMATED BLOOD CULTURE	10/31/2019	Yes
213	Seton Medical Center	BECTON DICKINSON	SAFETY IV CATHETERS	9/30/2019	Yes
214	Seton Medical Center	BECTON DICKINSON HEALTH CARE SYSTEMS	INFUSION SETS	1/31/2020	Yes
21S	Seton Medical Center	BECTON DICKINSON HEALTH CARE SYSTEMS	INFUSION SETS	1/31/2020	Yes
216	Seton Medical Center	BELLUOMINI, PAUL DDS, KIS, JOHN I. DDS, PHAM, HUNG DDS, WEST, STEPHEN F. DDS	LEASE-AS LANDLORD	11/30/2018	Yes
217	Seton Medical Center	BIO RAD LABORATORIES DIAGNOSTICS	BLOOD BANK ANALYZERS REAGENTS	1/31/2019	Yes
218	Seton Medical Center	BIO RAD LABORATORIES DIAGNOSTICS	BLOOD BANK ANALYZERS REAGENTS	1/31/2019	Yes
219	Seton Medical Center	BIOMERIEUX VITEK INC	AUTOMATED BLOOD CULTURE	10/31/2019	Yes
220	Seton Medical Center	BIOMERIEUX VITEK INC	AUTOMATED MICROBIAL ID MIC	10/31/2019	Yes
221	Seton Medical Center	BIOMERIEUX VITEK INC	AUTOMATED BLOOD CULTURE	10/31/2019	Yes
222	Seton Medical Center	BIOMERIEUX VITEK INC	AUTOMATED MICROBIAL ID MIC	10/31/2019	Yes
223	Seton Medical Center	BIO-RAD LABORATORIES, INC.	EQUIPMENT-LEASE/RENTAL	2/28/2019	Yes
224	Seton Medical Center	BIOTRONIC NEURONETWORK LLC	INTRAOPERATIVE NEUROPHYSICAL	10/31/2018	Yes
225	Seton Medical Center	BIOTRONIC NEURONETWORK LLC	INTRAOPERATIVE NEUROPHYSICAL	10/31/2018	Yes
226	Seton Medical Center	BIOTRONIK INC	CARDIAC RHYTHM MANAGEMENT	8/14/2020	Yes
227	Seton Medical Center	BIOTRONIK INC	CARDIAC RHYTHM MANAGEMENT	8/14/2020	Yes
228	Seton Medical Center	BIOVENTUS LLC	BONE AND BONE SUBSTITUTE PRODUCTS	6/30/2021	Yes
229	Seton Medical Center	BIOVENTUS LLC	SYNTHETIC IMPLANTABLE PRODUCTS	6/30/2021	Yes
230	Seton Medical Center	BIOVENTUS LLC	SYNTHETIC IMPLANTABLE PRODUCTS	6/30/2021	Yes
231	Seton Medical Center	BIOVENTUS, LLC	CONSIGNMENT AGREEMENT	8/7/2018	Yes
232	Seton Medical Center	BLACKBAUD, INC.	SERVICES-SOFTWARE MAINTENANCE AND SUPPORT	6/30/201S	Yes
233	Seton Medical Center	BLICKMAN INC	STAINLESS STEEL EQUIPMENT	6/30/2021	Yes
234	Seton Medical Center	BLICKMAN INC	STAINLESS STEEL EQUIPMENT	6/30/2021	Yes
235	Seton Medical Center	BLUE SHIELD OF CALIFORNIA	HOSPITAL SERVICES AGREEMENT	Evergreen	Yes
236	Seton Medical Center	BOLANOS, ALBERTO MD	CALL COVERAGE FOR ORTHOPEDIC SURGERY	8/31/2020	Yes
237	Seton Medical Center	BOSTON SCIENTIFIC	THROMBECTOMY PRODUCTS	10/31/2018	Yes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
238	Seton Medical Center	BOSTON SCIENTIFIC	DRUG ELUTING CORONARY STENTS	6/30/2019	Yes
239	Seton Medical Center	BOSTON SCIENTIFIC	PERIPHERAL AND BILIARY STENTS	1/31/2020	Yes
240	Seton Medical Center	BOSTON SCIENTIFIC	ELECTROPHYSIOLOGY PRODUCTS	11/30/2020	Yes
241	Seton Medical Center	BOSTON SCIENTIFIC	GASTROINTESTINAL ENDOSCOPY	1/31/2019	Yes
242	Seton Medical Center	BOSTON SCIENTIFIC	SPECIALTY UROLOGICAL PRODUCTS	12/31/2020	Yes
243	Seton Medical Center	BOSTON SCIENTIFIC	SURGICAL INCONTINENCE PRODUCTS	8/31/2021	Yes
244	Seton Medical Center	BOSTON SCIENTIFIC	DIC PRODUCTS	8/6/2019	Yes
245	Seton Medical Center	BOSTON SCIENTIFIC	DIR PRODUCTS	7/31/2019	Yes
246	Seton Medical Center	BOSTON SCIENTIFIC	THROMBECTOMY PRODUCTS	10/31/2018	Yes
247	Seton Medical Center	BOSTON SCIENTIFIC	PERIPHERAL AND BILIARY STENTS	1/31/2020	Yes
248	Seton Medical Center	BOSTON SCIENTIFIC	ELECTROPHYSIOLOGY PRODUCTS	11/30/2020	Yes
249	Seton Medical Center	BOSTON SCIENTIFIC	GASTROINTESTINAL ENDOSCOPY	1/31/2019	Yes
250	Seton Medical Center	BOSTON SCIENTIFIC	SPECIALTY UROLOGICAL PRODUCTS	12/31/2020	Yes
251	Seton Medical Center	BOSTON SCIENTIFIC	SURGICAL INCONTINENCE PRODUCTS	8/31/2021	Yes
252	Seton Medical Center	BOSTON SCIENTIFIC	DIR PRODUCTS	7/31/2019	Yes
253	Seton Medical Center	BOSTON SCIENTIFIC (FKA ENDOCHOICE)	GASTROINTESTINAL ENDOSCOPY	1/31/2019	Yes
254	Seton Medical Center	BOSTON SCIENTIFIC (FKA ENDOCHOICE)	GASTROINTESTINAL ENDOSCOPY	1/31/2019	Yes
255	Seton Medical Center	BOSTON SCIENTIFIC CRM	CARDIAC RHYTHM MANAGEMENT	6/21/2020	Yes
256	Seton Medical Center	BOSTON SCIENTIFIC CRM	CARDIAC RHYTHM MANAGEMENT	6/21/2020	Yes
257	Seton Medical Center	BOUCHER, RALPH MD	EKG SERVICES AGREEMENT	12/31/2017	Yes
258	Seton Medical Center	BOUCHER, RALPH MD	CARDIOLOGY AND INTERVENTIONAL CALL COVERAGE	4/30/2020	Yes
259	Seton Medical Center	BRACCO DIAGNOSTICS INC	CONTRACT MEDIA BARIUM	12/31/2020	Yes
260	Seton Medical Center	BRACCO DIAGNOSTICS INC	CONTRACT MEDIA BARIUM	12/31/2020	Yes
261	Seton Medical Center	Brajesh Agrawal, MD	MEDICAL DIRECTOR AGREEMENT FOR NEUROLOGY SERVICES - BRAJESH AGRAWAL, MD	9/30/2019	Removed
262	Seton Medical Center	Brajesh Agrawal, MD	CALL COVERAGE FOR NEUROLOGY - BRAJESH AGRAWAL, MD	9/30/2019	Removed
263	Seton Medical Center	BRAND NEW DAY	LETTER OF AGREEMENT (LOA)	Evergreen	Yes
264	Seton Medical Center	BRAND NEW DAY	MANAGED CARE VENDOR AGREEMENT	1/31/2020	Yes
265	Seton Medical Center	BRASSELER USA MEDICAL LLC	ORTHOPEDIC POWER TOOLS	4/30/2019	Yes
266	Seton Medical Center	BRASSELER USA MEDICAL LLC	ORTHOPEDIC POWER TOOLS	4/30/2019	Yes
267	Seton Medical Center	BREG INC.	ORTHOPEDIC SOFT GOODS	11/30/2021	Yes
268	Seton Medical Center	BREG INC.	ORTHOPEDIC SOFT GOODS	11/30/2021	Yes
269	Seton Medical Center	BRIGGS CORP	DOCUMENTATION SOLUTION SYSTEMS	12/31/2018	Yes
270	Seton Medical Center	BRIGGS CORP	DOCUMENTATION SOLUTION SYSTEMS	12/31/2018	Yes
271	Seton Medical Center	BROWN & TOLAND MEDICAL GROUP	ANCILLARY SERVICES AGREEMENT	Evergreen	Yes
272	Seton Medical Center	BROWN & TOLAND MEDICAL GROUP	HOSPITAL SERVICE AGREEMENT	Evergreen	Yes
273	Seton Medical Center	BROWN & TOLAND MEDICAL GROUP	HOSPITAL SERVICE AGREEMENT	Evergreen	Yes
274	Seton Medical Center	BSI (FORMERLY BLOOD CENTERS OF THE PACIFIC)	BLOOD/ORGAN/TISSUE	6/30/2019	Yes
275	Seton Medical Center	BSN MEDICAL	CASTING AND SPLINTING SUPPLIES	10/31/2019	Yes
276	Seton Medical Center	BSN MEDICAL	SKIN INTEGRITY: COMP WRAPS	3/31/2020	Yes
277	Seton Medical Center	BSN MEDICAL	CASTING AND SPLINTING SUPPLIES	10/31/2019	Yes
278	Seton Medical Center	BSN MEDICAL	SKIN INTEGRITY: COMP WRAPS	3/31/2020	Yes
279	Seton Medical Center	BUCKLEY, DANIEL J. MD	CALL COVERAGE FOR OPHTHALMOLOGY	12/31/2020	Yes
280	Seton Medical Center	BUCKLEY, DANIEL J. MD	LEASE-AS LANDLORD	4/30/2017	Yes
281	Seton Medical Center	BUFFALO FILTER	SMOKE EVACUATION SYSTEMS	8/31/2019	Yes
282	Seton Medical Center	BUFFALO FILTER	SMOKE EVACUATION SYSTEMS	8/31/2019	Yes
283	Seton Medical Center	CALIFORNIA ADVANCED IMAGING MEDICAL ASSOCIATES	RADIOLOGY SERVICES AND MEDICAL DIRECTOR OF RADIOLOGY DEPARTMENT AND MEDICAL DIRECTOR OF INTERVENTIONAL RADIOLOGY DEPARTMENT	1/31/2020	Yes
284	Seton Medical Center	CALIFORNIA PACIFIC MEDICAL CENTER, CPMC	PATIENT TRANSFER AGREEMENT	9/30/2019	Yes
285	Seton Medical Center	CALIFORNIA PACIFIC MEDICAL CENTER, CPMC	STROKE TELEMEDICINE SERVICES	2/28/2019	Yes
286	Seton Medical Center	CALIFORNIA PACIFIC MEDICAL CENTER, CPMC	RESIDENT/FELLOW TRAINING	6/30/2021	Yes
287	Seton Medical Center	CALIFORNIA SKIN INSTITUTE, A MEDICAL CORPORATION	LEASE-AS LANDLORD	3/31/2018	Yes
288	Seton Medical Center	CALIFORNIA TRANSPLANT DONOR NETWORK	BLOOD/ORGAN/TISSUE	2/11/2020	Yes
289	Seton Medical Center	CALIFORNIA TRANSPLANT SERVICES, INC.	BLOOD/ORGAN/TISSUE	4/24/2021	Yes
290	Seton Medical Center	CARDINAL HEALTH 200, LLC	MANUAL MICROBIOLOGY	2/28/2021	Yes
291	Seton Medical Center	CARDINAL HEALTH 200, LLC	BREAST PUMP AND ACCESSORIES	10/31/2020	Yes
292	Seton Medical Center	CARDINAL HEALTH 200, LLC	PATIENT PREP CLIPPERS BLADES	1/31/2019	Yes
293	Seton Medical Center	CARDINAL HEALTH 200, LLC	EXAM GLOVES	4/30/2019	Yes
294	Seton Medical Center	CARDINAL HEALTH 200, LLC	MEDICAL NUTRITION PRODUCTS 10+CS BRACKET	7/31/2020	Yes
295	Seton Medical Center	CARDINAL HEALTH 200, LLC	BLOOD SPECIMEN COLLECTION	11/30/2018	Yes
296	Seton Medical Center	CARDINAL HEALTH 200, LLC	RAPID DIAGNOSTIC TEST KITS	10/31/2018	Yes
297	Seton Medical Center	CARDINAL HEALTH 200, LLC	LABELS ID BANDS RELATED PRODS	1/31/2019	Yes
298	Seton Medical Center	CARDINAL HEALTH 200, LLC	STERILIZATION ASSURANCE	9/30/2019	Yes
299	Seton Medical Center	CARDINAL HEALTH 200, LLC	INSTRUMENT CLEANERS ENZYMATICS	9/30/2019	Yes
300	Seton Medical Center	CARDINAL HEALTH 200, LLC	TAPE PRODUCTS	1/31/2020	Yes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
301	Seton Medical Center	CARDINAL HEALTH 200, LLC	SHARPS DISPOSABLE CONTAINERS	4/30/2020	Yes
302	Seton Medical Center	CARDINAL HEALTH 200, LLC	HIGH LEVEL DISINFECTANTS	4/30/2020	Yes
303	Seton Medical Center	CARDINAL HEALTH 200, LLC	ELECTRONIC THERMOMETRY	5/31/2020	Yes
304	Seton Medical Center	CARDINAL HEALTH 200, LLC	CHLOROHEXADINE GLUCONATE (CHG)	7/31/2020	Yes
305	Seton Medical Center	CARDINAL HEALTH 200, LLC	DISPOSABLE LABOR AND DELIVERY	8/31/2020	Yes
306	Seton Medical Center	CARDINAL HEALTH 200, LLC	SOAPS LOTIONS WATERLESS RINSES	9/30/2020	Yes
307	Seton Medical Center	CARDINAL HEALTH 200, LLC	NEONATAL DEVELOPMENTAL PRODUCT	10/31/2020	Yes
308	Seton Medical Center	CARDINAL HEALTH 200, LLC	ARTERIAL BLOOD GAS KITS	11/30/2020	Yes
309	Seton Medical Center	CARDINAL HEALTH 200, LLC	SAFETY HUBER NEEDLES	2/28/2021	Yes
310	Seton Medical Center	CARDINAL HEALTH 200, LLC	CLOSED VENTILATION SUCTION	10/31/2018	Yes
311	Seton Medical Center	CARDINAL HEALTH 200, LLC	VCT ANTI-EMBOLISM STOCKINGS	11/30/2018	Yes
312	Seton Medical Center	CARDINAL HEALTH 200, LLC	RESPIRATORY THERAPY PRODUCTS	10/31/2018	Yes
313	Seton Medical Center	CARDINAL HEALTH 200, LLC	BEDSIDE PROCEDURE TRAYS	1/31/2019	Yes
314	Seton Medical Center	CARDINAL HEALTH 200, LLC	ORAL CARE	7/31/2019	Yes
315	Seton Medical Center	CARDINAL HEALTH 200, LLC	SAFETY HYPODERMIC PRODUCTS	9/30/2019	Yes
316	Seton Medical Center	CARDINAL HEALTH 200, LLC	STANDARD HYPODERMIC PRODUCTS	9/30/2019	Yes
317	Seton Medical Center	CARDINAL HEALTH 200, LLC	BANDAGES, DRESSINGS AND GAUZE	10/30/2019	Yes
318	Seton Medical Center	CARDINAL HEALTH 200, LLC	ADHESIVE SKIN CLSOURES	1/31/2020	Yes
319	Seton Medical Center	CARDINAL HEALTH 200, LLC	INFANT DIAPERS AND PRODUCTS	12/31/2019	Yes
320	Seton Medical Center	CARDINAL HEALTH 200, LLC	ENTEROSTOMAL THERAPY PRODUCTS	12/31/2019	Yes
321	Seton Medical Center	CARDINAL HEALTH 200, LLC	TRANSPARENT DRESSINGS	1/31/2020	Yes
322	Seton Medical Center	CARDINAL HEALTH 200, LLC	COHESIVE BANDAGES	1/31/2020	Yes
323	Seton Medical Center	CARDINAL HEALTH 200, LLC	ENDO TUBES AND RELATED PRODUCTS	12/31/2018	Yes
324	Seton Medical Center	CARDINAL HEALTH 200, LLC	TEMPERATURE MONITORING PRODUCTS	12/31/2018	Yes
325	Seton Medical Center	CARDINAL HEALTH 200, LLC	REGIONAL ANESTHESIA TRAYS	1/31/2019	Yes
326	Seton Medical Center	CARDINAL HEALTH 200, LLC	OR EQUIPMENT DRAPES	3/31/2019	Yes
327	Seton Medical Center	CARDINAL HEALTH 200, LLC	SURGICAL PATIENT PREP PRODUCTS	3/31/2019	Yes
328	Seton Medical Center	CARDINAL HEALTH 200, LLC	SMOKE EVACUATION SYSTEMS	8/31/2019	Yes
329	Seton Medical Center	CARDINAL HEALTH 200, LLC	SURGICAL BLADES	9/30/2019	Yes
330	Seton Medical Center	CARDINAL HEALTH 200, LLC	SURGICAL AND ISOLATION MASKS	12/31/2019	Yes
331	Seton Medical Center	CARDINAL HEALTH 200, LLC	CASTING AND SPLINTING SUPPLIES	10/31/2019	Yes
332	Seton Medical Center	CARDINAL HEALTH 200, LLC	PAIN MGMT LOCAL ANESTHETIC	5/31/2020	Yes
333	Seton Medical Center	CARDINAL HEALTH 200, LLC	LARYNGEAL MASK AIRWAYS	7/31/2020	Yes
334	Seton Medical Center	CARDINAL HEALTH 200, LLC	CHEST DRAINAGE PRODUCTS	2/28/2021	Yes
335	Seton Medical Center	CARDINAL HEALTH 200, LLC	SURGICAL HAND PREPS	4/30/2021	Yes
336	Seton Medical Center	CARDINAL HEALTH 200, LLC	SECUREMENT AND STABLIZATION PRODUCTS	11/1/2017	Yes
337	Seton Medical Center	CARDINAL HEALTH 200, LLC	NEONATAL DEVELOPMENTAL PRODUCT	11/1/2017	Yes
338	Seton Medical Center	CARDINAL HEALTH 200, LLC	DOCUMENTATION SOLUTION SYSTEMS	1/1/2016	Yes
339	Seton Medical Center	CARDINAL HEALTH 200, LLC	DISPOSABLE VAGINAL SPECULUMS	7/1/2016	Yes
340	Seton Medical Center	CARDINAL HEALTH 200, LLC	THROMBECTOMY PRODUCTS	11/1/2015	Yes
341	Seton Medical Center	CARDINAL HEALTH 200, LLC	PERIPHERAL AND BILIARY STENTS	2/1/2017	Yes
342	Seton Medical Center	CARDINAL HEALTH 200, LLC	NON-INVASIVE CARDIOLOGY EQUIP	6/4/2018	Yes
343	Seton Medical Center	CARDINAL HEALTH 200, LLC	MEDICAL NUTRITIONAL PRODUCTS	12/1/2017	Yes
344	Seton Medical Center	CARDINAL HEALTH 200, LLC	FEEDING PUMPS DEVICES SETS	8/3/2018	Yes
345	Seton Medical Center	CARDINAL HEALTH 200, LLC	REUSABLE TEXTILES AND SERVICES	4/13/2018	Yes
346	Seton Medical Center	CARDINAL HEALTH 200, LLC	CAN LINERS	8/1/2017	Yes
347	Seton Medical Center	CARDINAL HEALTH 200, LLC	INFUSION DEVICES	2/1/2014	Yes
348	Seton Medical Center	CARDINAL HEALTH 200, LLC	INFUSION DEVICES	3/11/2014	Yes
349	Seton Medical Center	CARDINAL HEALTH 200, LLC	INFUSION SETS	2/1/2014	Yes
350	Seton Medical Center	CARDINAL HEALTH 200, LLC	INFUSION SETS	2/3/2014	Yes
351	Seton Medical Center	CARDINAL HEALTH 200, LLC	IV FLUIDS, BAG BASED DRUG	2/1/2014	Yes
352	Seton Medical Center	CARDINAL HEALTH 200, LLC	PHARMACY COMPOUNDING EQUIPMENT	2/1/2014	Yes
353	Seton Medical Center	CARDINAL HEALTH 200, LLC	NEEDLELESS CONNECTORS	9/1/2018	Yes
354	Seton Medical Center	CARDINAL HEALTH 200, LLC	SAFETY PHLEBOTOMY	9/1/2017	Yes
355	Seton Medical Center	CARDINAL HEALTH 200, LLC	SPECIALTY DISTRIBUTION - LAB	12/31/2018	Yes
356	Seton Medical Center	CARDINAL HEALTH 200, LLC	AUTOMATED BLOOD CULTURE	10/31/2019	Yes
357	Seton Medical Center	CARDINAL HEALTH 200, LLC	MANUAL MICROBIOLOGY	9/30/2020	Yes
358	Seton Medical Center	CARDINAL HEALTH 200, LLC	HISTOLOGY AND CYTOLOGY	3/31/2021	Yes
359	Seton Medical Center	CARDINAL HEALTH 200, LLC	GENERAL LABORATORY PRODUCTS	3/31/2021	Yes
360	Seton Medical Center	CARDINAL HEALTH 200, LLC	CRIBS, BASSINETS, YOUTH BEDS	3/31/2019	Yes
361	Seton Medical Center	CARDINAL HEALTH 200, LLC	STERILIZATION POUCHES	9/30/2019	Yes
362	Seton Medical Center	CARDINAL HEALTH 200, LLC	AUTO ENDOSCOPIC REPROCESSOR	2/28/2021	Yes
363	Seton Medical Center	CARDINAL HEALTH 200, LLC	LOW TEMPERATURE STERILIZATION	2/28/2021	Yes
364	Seton Medical Center	CARDINAL HEALTH 200, LLC	STEAM STERILIZERS	2/28/2021	Yes
365	Seton Medical Center	CARDINAL HEALTH 200, LLC	WASHERS AND DECONTAMINATORS	2/28/2021	Yes
366	Seton Medical Center	CARDINAL HEALTH 200, LLC	PULSE OXIMETRY AND CAPNOGRAPHY	4/30/2021	Yes
367	Seton Medical Center	CARDINAL HEALTH 200, LLC	SKIN INTEGRITY: WOUND CARE	3/31/2020	Yes
368	Seton Medical Center	CARDINAL HEALTH 200, LLC	SKIN INTEGRITY: SKIN CLENSER	3/31/2020	Yes
369	Seton Medical Center	CARDINAL HEALTH 200, LLC	SKIN INTEGRITY: COMP WRAPS	3/31/2020	Yes
370	Seton Medical Center	CARDINAL HEALTH 200, LLC	INTERMEDIATE LEVEL DISINFECTANT WIPES	4/30/2020	Yes
371	Seton Medical Center	CARDINAL HEALTH 200, LLC	INTERMEDIATE LEVEL WIPES	4/30/2020	Yes
372	Seton Medical Center	CARDINAL HEALTH 200, LLC	HEMODYNAMIC MONITORING PRODUCT	6/30/2020	Yes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
373	Seton Medical Center	CARDINAL HEALTH 200, LLC	EXAM TABLE PAPER	6/30/2020	Yes
374	Seton Medical Center	CARDINAL HEALTH 200, LLC	CHLORHEXIDINE GLUCONATE (CHG)	7/31/2020	Yes
375	Seton Medical Center	CARDINAL HEALTH 200, LLC	ANTI-INFECTION SITE DRESSING	7/31/2020	Yes
376	Seton Medical Center	CARDINAL HEALTH 200, LLC	RESTRAINTS AND FALL PREVENTION	7/31/2020	Yes
377	Seton Medical Center	CARDINAL HEALTH 200, LLC	OBSTETRICAL MONITORING DEVICES	8/31/2020	Yes
378	Seton Medical Center	CARDINAL HEALTH 200, LLC	CATHETER TUBE SECUREMENT	8/31/2020	Yes
379	Seton Medical Center	CARDINAL HEALTH 200, LLC	ECG ELECTRODES, CABLES, LEADS	9/30/2020	Yes
380	Seton Medical Center	CARDINAL HEALTH 200, LLC	PATIENT TEMPERATURE PRODUCTS	12/31/2020	Yes
381	Seton Medical Center	CARDINAL HEALTH 200, LLC	SUCTION CANISTERS YANKAUERS	10/31/2018	Yes
382	Seton Medical Center	CARDINAL HEALTH 200, LLC	DISPOSABLE NON-STERILE APPAREL	11/30/2018	Yes
383	Seton Medical Center	CARDINAL HEALTH 200, LLC	DISPOSABLE NON STERILE APPAREL	11/30/2018	Yes
384	Seton Medical Center	CARDINAL HEALTH 200, LLC	ACTIVE HUMIDIFICATION DEVICES	10/31/2018	Yes
385	Seton Medical Center	CARDINAL HEALTH 200, LLC	SUTURE REMOVAL LACERATION TRAY	1/31/2019	Yes
386	Seton Medical Center	CARDINAL HEALTH 200, LLC	GENERAL UROLOGICAL PRODUCTS	2/28/2019	Yes
387	Seton Medical Center	CARDINAL HEALTH 200, LLC	GENERAL UROLOGIC PRODUCTS	2/28/2019	Yes
388	Seton Medical Center	CARDINAL HEALTH 200, LLC	PATIENT CLESING SKIN CARE	5/31/2019	Yes
389	Seton Medical Center	CARDINAL HEALTH 200, LLC	SKIN BREAKDOWN PREVENTION	6/30/2019	Yes
390	Seton Medical Center	CARDINAL HEALTH 200, LLC	DISINFECTION CAPS	8/31/2019	Yes
391	Seton Medical Center	CARDINAL HEALTH 200, LLC	SAFETY IV CATHETERS	9/30/2019	Yes
392	Seton Medical Center	CARDINAL HEALTH 200, LLC	STANDARD HYPODERMIC NEEDLES	9/30/2019	Yes
393	Seton Medical Center	CARDINAL HEALTH 200, LLC	BANDAGES, DRESSINGS AND GAUZE	9/30/2019	Yes
394	Seton Medical Center	CARDINAL HEALTH 200, LLC	HOT AND COLD PACKS	11/30/2019	Yes
395	Seton Medical Center	CARDINAL HEALTH 200, LLC	ENTEROSTOMAL THERAPY PRODUCTS	3/31/2020	Yes
396	Seton Medical Center	CARDINAL HEALTH 200, LLC	TRACHEOSTOMY TUBES	12/31/2018	Yes
397	Seton Medical Center	CARDINAL HEALTH 200, LLC	SURGEON GLOVES	4/30/2019	Yes
398	Seton Medical Center	CARDINAL HEALTH 200, LLC	INCISE DRAPES	9/30/2019	Yes
399	Seton Medical Center	CARDINAL HEALTH 200, LLC	GENERAL ORTHO TRAUMA PRODUCTS	10/31/2019	Yes
400	Seton Medical Center	CARDINAL HEALTH 200, LLC	STERILE PACKS AND GOWNS	12/31/2019	Yes
401	Seton Medical Center	CARDINAL HEALTH 200, LLC	LAP SPONGES AND OR TOWELS	5/31/2020	Yes
402	Seton Medical Center	CARDINAL HEALTH 200, LLC	OPHTHALMOLOGY PRODUCTS	6/30/2020	Yes
403	Seton Medical Center	CARDINAL HEALTH 200, LLC	DISPOSABLE ANESTHESIA PRODUCTS	7/31/2020	Yes
404	Seton Medical Center	CARDINAL HEALTH 200, LLC	LARYNGOSCOPE SYSTEMS	7/31/2020	Yes
405	Seton Medical Center	CARDINAL HEALTH 200, LLC	TOPICAL SKIN ADHESIVES	3/31/2021	Yes
406	Seton Medical Center	CARDINAL HEALTH 200, LLC	KNOTLESS TISSUE CLOSURE DEVICE	3/31/2021	Yes
407	Seton Medical Center	CARDINAL HEALTH 200, LLC	KNOTLESS TISSUE CLOSERE DEVICE	3/31/2021	Yes
408	Seton Medical Center	CARDINAL HEALTH 200, LLC	SURGICAL ENERGY PRODUCTS	3/31/2021	Yes
409	Seton Medical Center	CARDINAL HEALTH 200, LLC	TROCAR PRODUCTS	3/31/2021	Yes
410	Seton Medical Center	CARDINAL HEALTH 200, LLC	SUTURE PRODUCTS	3/31/2021	Yes
411	Seton Medical Center	CARDINAL HEALTH 200, LLC	ENDOMECHANICAL PRODUCTS	3/31/2021	Yes
412	Seton Medical Center	CARDINAL HEALTH 200, LLC	SPECIALTY WOMENS HEALTH SURG	1/31/2021	Yes
413	Seton Medical Center	CARDINAL HEALTH 200, LLC	WOUND DRAINAGE PRODUCTS	7/31/2021	Yes
414	Seton Medical Center	CARDINAL HEALTH 200, LLC	ORTHOPEDIC SOFT GOODS	1/31/2019	Yes
415	Seton Medical Center	CARDINAL HEALTH 200, LLC	WOUND DRAINAGE PRODUCTS	5/31/2019	Yes
416	Seton Medical Center	CARDINAL HEALTH 200, LLC	MANUAL MICROBIOLOGY	2/28/2021	Yes
417	Seton Medical Center	CARDINAL HEALTH 200, LLC	BREAST PUMP AND ACCESSORIES	10/31/2020	Yes
418	Seton Medical Center	CARDINAL HEALTH 200, LLC	PATIENT PREP CLIPPERS BLADES	1/31/2019	Yes
419	Seton Medical Center	CARDINAL HEALTH 200, LLC	EXAM GLOVES	4/30/2019	Yes
420	Seton Medical Center	CARDINAL HEALTH 200, LLC	BLOOD SPECIMEN COLLECTION	11/30/2018	Yes
421	Seton Medical Center	CARDINAL HEALTH 200, LLC	RAPID DIAGNOSTIC TEST KITS	10/31/2018	Yes
422	Seton Medical Center	CARDINAL HEALTH 200, LLC	LABELS ID BANDS RELATED PRODS	1/31/2019	Yes
423	Seton Medical Center	CARDINAL HEALTH 200, LLC	STERILIZATION ASSURANCE	9/30/2019	Yes
424	Seton Medical Center	CARDINAL HEALTH 200, LLC	INSTRUMENT CLEANERS ENZYMATICS	9/30/2019	Yes
425	Seton Medical Center	CARDINAL HEALTH 200, LLC	TAPE PRODUCTS	1/31/2020	Yes
426	Seton Medical Center	CARDINAL HEALTH 200, LLC	SHARPS DISPOSABLE CONTAINERS	4/30/2020	Yes
427	Seton Medical Center	CARDINAL HEALTH 200, LLC	HIGH LEVEL DISINFECTANTS	4/30/2020	Yes
428	Seton Medical Center	CARDINAL HEALTH 200, LLC	ELECTRONIC THERMOMETRY	5/31/2020	Yes
429	Seton Medical Center	CARDINAL HEALTH 200, LLC	CHLOROHEXADINE GLUCONATE (CHG)	7/31/2020	Yes
430	Seton Medical Center	CARDINAL HEALTH 200, LLC	DISPOSABLE LABOR AND DELIVERY	8/31/2020	Yes
431	Seton Medical Center	CARDINAL HEALTH 200, LLC	SOAPS LOTIONS WATERLESS RINSES	9/30/2020	Yes
432	Seton Medical Center	CARDINAL HEALTH 200, LLC	NEONATAL DEVELOPMENTAL PRODUCT	10/31/2020	Yes
433	Seton Medical Center	CARDINAL HEALTH 200, LLC	ARTERIAL BLOOD GAS KITS	11/30/2020	Yes
434	Seton Medical Center	CARDINAL HEALTH 200, LLC	SAFETY HUBER NEEDLES	2/28/2021	Yes
435	Seton Medical Center	CARDINAL HEALTH 200, LLC	CLOSED VENTILATION SUCTION	10/31/2018	Yes
436	Seton Medical Center	CARDINAL HEALTH 200, LLC	VCT ANTI-EMBOLISM STOCKINGS	11/30/2018	Yes
437	Seton Medical Center	CARDINAL HEALTH 200, LLC	RESPIRATORY THERAPY PRODUCTS	10/31/2018	Yes
438	Seton Medical Center	CARDINAL HEALTH 200, LLC	BEDSIDE PROCEDURE TRAYS	1/31/2019	Yes
439	Seton Medical Center	CARDINAL HEALTH 200, LLC	ORAL CARE	7/31/2019	Yes
440	Seton Medical Center	CARDINAL HEALTH 200, LLC	SAFETY HYPODERMIC PRODUCTS	9/30/2019	Yes
441	Seton Medical Center	CARDINAL HEALTH 200, LLC	STANDARD HYPODERMIC PRODUCTS	9/30/2019	Yes
442	Seton Medical Center	CARDINAL HEALTH 200, LLC	BANDAGES, DRESSINGS AND GAUZE	10/30/2019	Yes
443	Seton Medical Center	CARDINAL HEALTH 200, LLC	ADHESIVE SKIN CLSOURES	1/31/2020	Yes
444	Seton Medical Center	CARDINAL HEALTH 200, LLC	INFANT DIAPERS AND PRODUCTS	12/31/2019	Yes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
445	Seton Medical Center	CARDINAL HEALTH 200, LLC	ENTEROSTOMAL THERAPY PRODUCTS	12/31/2019	Yes
446	Seton Medical Center	CARDINAL HEALTH 200, LLC	TRANSPARENT DRESSINGS	1/31/2020	Yes
447	Seton Medical Center	CARDINAL HEALTH 200, LLC	COHESIVE BANDAGES	1/31/2020	Yes
448	Seton Medical Center	CARDINAL HEALTH 200, LLC	ENDO TUBES AND RELATED PRODUCTS	12/31/2018	Yes
449	Seton Medical Center	CARDINAL HEALTH 200, LLC	TEMPERATURE MONITORING PRODUCTS	12/31/2018	Yes
450	Seton Medical Center	CARDINAL HEALTH 200, LLC	REGIONAL ANESTHESIA TRAYS	1/31/2019	Yes
451	Seton Medical Center	CARDINAL HEALTH 200, LLC	OR EQUIPMENT DRAPES	3/31/2019	Yes
452	Seton Medical Center	CARDINAL HEALTH 200, LLC	SURGICAL PATIENT PREP PRODUCTS	3/31/2019	Yes
453	Seton Medical Center	CARDINAL HEALTH 200, LLC	SMOKE EVACUATION SYSTEMS	8/31/2019	Yes
454	Seton Medical Center	CARDINAL HEALTH 200, LLC	SURGICAL BLADES	9/30/2019	Yes
455	Seton Medical Center	CARDINAL HEALTH 200, LLC	SURGICAL AND ISOLATION MASKS	12/31/2019	Yes
456	Seton Medical Center	CARDINAL HEALTH 200, LLC	CASTING AND SPLINTING SUPPLIES	10/31/2019	Yes
457	Seton Medical Center	CARDINAL HEALTH 200, LLC	PAIN MGMT LOCAL ANESTHETIC	5/31/2020	Yes
458	Seton Medical Center	CARDINAL HEALTH 200, LLC	LARYNGEAL MASK AIRWAYS	7/31/2020	Yes
459	Seton Medical Center	CARDINAL HEALTH 200, LLC	CHEST DRAINAGE PRODUCTS	2/28/2021	Yes
460	Seton Medical Center	CARDINAL HEALTH 200, LLC	SURGICAL HAND PREPS	4/30/2021	Yes
461	Seton Medical Center	CARDINAL HEALTH 200, LLC	SECUREMENT AND STABLIZATION PRODUCTS	10/30/2019	Yes
462	Seton Medical Center	CARDINAL HEALTH 200, LLC	NEONATAL DEVELOPMENTAL PRODUCT	10/31/2018	Yes
463	Seton Medical Center	CARDINAL HEALTH 200, LLC	DOCUMENTATION SOLUTION SYSTEMS	12/31/2018	Yes
464	Seton Medical Center	CARDINAL HEALTH 200, LLC	DISPOSABLE VAGINAL SPECULUMS	6/30/2019	Yes
465	Seton Medical Center	CARDINAL HEALTH 200, LLC	PERIPHERAL AND BILIARY STENTS	1/31/2020	Yes
466	Seton Medical Center	CARDINAL HEALTH 200, LLC	NON-INVASIVE CARDIOLOGY EQUIP	5/31/2021	Yes
467	Seton Medical Center	CARDINAL HEALTH 200, LLC	MEDICAL NUTRITIONAL PRODUCTS	7/31/2020	Yes
468	Seton Medical Center	CARDINAL HEALTH 200, LLC	FEEDING PUMPS DEVICES SETS	7/31/2021	Yes
469	Seton Medical Center	CARDINAL HEALTH 200, LLC	REUSABLE TEXTILES AND SERVICES	11/30/2018	Yes
470	Seton Medical Center	CARDINAL HEALTH 200, LLC	CAN LINERS	7/31/2020	Yes
471	Seton Medical Center	CARDINAL HEALTH 200, LLC	INFUSION DEVICES	1/31/2020	Yes
472	Seton Medical Center	CARDINAL HEALTH 200, LLC	INFUSION SETS	1/31/2020	Yes
473	Seton Medical Center	CARDINAL HEALTH 200, LLC	IV FLUIDS, BAG BASED DRUG	1/30/2020	Yes
474	Seton Medical Center	CARDINAL HEALTH 200, LLC	PHARMACY COMPOUNDING EQUIPMENT	1/31/2020	Yes
475	Seton Medical Center	CARDINAL HEALTH 200, LLC	NEEDLELESS CONNECTORS	1/31/2025	Yes
476	Seton Medical Center	CARDINAL HEALTH 200, LLC	SAFETY PHLEBOTOMY	11/30/2018	Yes
477	Seton Medical Center	CARDINAL HEALTH 200, LLC	SPECIALTY DISTRIBUTION - LAB	12/31/2018	Yes
478	Seton Medical Center	CARDINAL HEALTH 200, LLC	AUTOMATED BLOOD CULTURE	10/31/2019	Yes
479	Seton Medical Center	CARDINAL HEALTH 200, LLC	MANUAL MICROBIOLOGY	9/30/2020	Yes
480	Seton Medical Center	CARDINAL HEALTH 200, LLC	HISTOLOGY AND CYTOLOGY	3/31/2021	Yes
481	Seton Medical Center	CARDINAL HEALTH 200, LLC	GENERAL LABORATORY PRODUCTS	3/31/2021	Yes
482	Seton Medical Center	CARDINAL HEALTH 200, LLC	CRIBS, BASSINETS, YOUTH BEDS	3/31/2019	Yes
483	Seton Medical Center	CARDINAL HEALTH 200, LLC	STERILIZATION POUCHES	9/30/2019	Yes
484	Seton Medical Center	CARDINAL HEALTH 200, LLC	AUTO ENDOSCOPIC REPROCESSOR	2/28/2021	Yes
485	Seton Medical Center	CARDINAL HEALTH 200, LLC	LOW TEMPERATURE STERILIZATION	2/28/2021	Yes
486	Seton Medical Center	CARDINAL HEALTH 200, LLC	STEAM STERILIZERS	2/28/2021	Yes
487	Seton Medical Center	CARDINAL HEALTH 200, LLC	WASHERS AND DECONTAMINATORS	2/28/2021	Yes
488	Seton Medical Center	CARDINAL HEALTH 200, LLC	PULSE OXIMETRY AND CAPNOGRAPHY	4/30/2021	Yes
489	Seton Medical Center	CARDINAL HEALTH 200, LLC	SKIN INTEGRITY: WOUND CARE	3/31/2020	Yes
490	Seton Medical Center	CARDINAL HEALTH 200, LLC	SKIN INTEGRITY: SKIN CLENSER	3/31/2020	Yes
491	Seton Medical Center	CARDINAL HEALTH 200, LLC	SKIN INTEGRITY: COMP WRAPS	3/31/2020	Yes
492	Seton Medical Center	CARDINAL HEALTH 200, LLC	INTERMEDIATE LEVEL DISINFECTANT WIPES	4/30/2020	Yes
493	Seton Medical Center	CARDINAL HEALTH 200, LLC	INTERMEDIATE LEVEL WIPES	4/30/2020	Yes
494	Seton Medical Center	CARDINAL HEALTH 200, LLC	HEMODYNAMIC MONITORING PRODUCT	6/30/2020	Yes
495	Seton Medical Center	CARDINAL HEALTH 200, LLC	EXAM TABLE PAPER	6/30/2020	Yes
496	Seton Medical Center	CARDINAL HEALTH 200, LLC	CHLORHEXIDINE GLUCONATE (CHG)	7/31/2020	Yes
497	Seton Medical Center	CARDINAL HEALTH 200, LLC	ANTI-INFECTION SITE DRESSING	7/31/2020	Yes
498	Seton Medical Center	CARDINAL HEALTH 200, LLC	RESTRAINTS AND FALL PREVENTION	7/31/2020	Yes
499	Seton Medical Center	CARDINAL HEALTH 200, LLC	OBSTETRICAL MONITORING DEVICES	8/31/2020	Yes
500	Seton Medical Center	CARDINAL HEALTH 200, LLC	CATHETER TUBE SECUREMENT	8/31/2020	Yes
501	Seton Medical Center	CARDINAL HEALTH 200, LLC	ECG ELECTRODES, CABLES, LEADS	9/30/2020	Yes
502	Seton Medical Center	CARDINAL HEALTH 200, LLC	PATIENT TEMPERATURE PRODUCTS	12/31/2020	Yes
503	Seton Medical Center	CARDINAL HEALTH 200, LLC	SUCTION CANISTERS YANKAUERS	10/31/2018	Yes
504	Seton Medical Center	CARDINAL HEALTH 200, LLC	DISPOSABLE NON-STERILE APPAREL	11/30/2018	Yes
505	Seton Medical Center	CARDINAL HEALTH 200, LLC	DISPOSABLE NON STERILE APPAREL	11/30/2018	Yes
506	Seton Medical Center	CARDINAL HEALTH 200, LLC	ACTIVE HUMIDIFICATION DEVICES	10/31/2018	Yes
507	Seton Medical Center	CARDINAL HEALTH 200, LLC	SUTURE REMOVAL LACERATION TRAY	1/31/2019	Yes
508	Seton Medical Center	CARDINAL HEALTH 200, LLC	GENERAL UROLOGICAL PRODUCTS	2/28/2019	Yes
509	Seton Medical Center	CARDINAL HEALTH 200, LLC	GENERAL UROLOGIC PRODUCTS	2/28/2019	Yes
510	Seton Medical Center	CARDINAL HEALTH 200, LLC	PATIENT CLESING SKIN CARE	5/31/2019	Yes
511	Seton Medical Center	CARDINAL HEALTH 200, LLC	SKIN BREAKDOWN PREVENTION	6/30/2019	Yes
512	Seton Medical Center	CARDINAL HEALTH 200, LLC	DISINFECTION CAPS	8/31/2019	Yes
513	Seton Medical Center	CARDINAL HEALTH 200, LLC	SAFETY IV CATHETERS	9/30/2019	Yes
514	Seton Medical Center	CARDINAL HEALTH 200, LLC	STANDARD HYPODERMIC NEEDLES	9/30/2019	Yes
515	Seton Medical Center	CARDINAL HEALTH 200, LLC	BANDAGES, DRESSINGS AND GAUZE	9/30/2019	Yes
516	Seton Medical Center	CARDINAL HEALTH 200, LLC	HOT AND COLD PACKS	11/30/2019	Yes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
517	Seton Medical Center	CARDINAL HEALTH 200, LLC	ENTEROSTOMAL THERAPY PRODUCTS	3/31/2020	Yes
518	Seton Medical Center	CARDINAL HEALTH 200, LLC	TRACHEOSTOMY TUBES	12/31/2018	Yes
519	Seton Medical Center	CARDINAL HEALTH 200, LLC	SURGEON GLOVES	4/30/2019	Yes
520	Seton Medical Center	CARDINAL HEALTH 200, LLC	INCISE DRAPES	9/30/2019	Yes
521	Seton Medical Center	CARDINAL HEALTH 200, LLC	GENERAL ORTHO TRAUMA PRODUCTS	10/31/2019	Yes
522	Seton Medical Center	CARDINAL HEALTH 200, LLC	STERILE PACKS AND GOWNS	12/31/2019	Yes
523	Seton Medical Center	CARDINAL HEALTH 200, LLC	LAP SPONGES AND OR TOWELS	5/31/2020	Yes
524	Seton Medical Center	CARDINAL HEALTH 200, LLC	OPHTHALMOLOGY PRODUCTS	6/30/2020	Yes
525	Seton Medical Center	CARDINAL HEALTH 200, LLC	DISPOSABLE ANESTHESIA PRODUCTS	7/31/2020	Yes
526	Seton Medical Center	CARDINAL HEALTH 200, LLC	LARYNGOSCOPE SYSTEMS	7/31/2020	Yes
527	Seton Medical Center	CARDINAL HEALTH 200, LLC	TOPICAL SKIN ADHESIVES	3/31/2021	Yes
528	Seton Medical Center	CARDINAL HEALTH 200, LLC	KNOTLESS TISSUE CLOSURE DEVICE	3/31/2021	Yes
529	Seton Medical Center	CARDINAL HEALTH 200, LLC	KNOTLESS TISSUE CLOSERE DEVICE	3/31/2021	Yes
530	Seton Medical Center	CARDINAL HEALTH 200, LLC	SURGICAL ENERGY PRODUCTS	3/31/2021	Yes
531	Seton Medical Center	CARDINAL HEALTH 200, LLC	TROCAR PRODUCTS	3/31/2021	Yes
532	Seton Medical Center	CARDINAL HEALTH 200, LLC	SUTURE PRODUCTS	3/31/2021	Yes
533	Seton Medical Center	CARDINAL HEALTH 200, LLC	ENDOMECHANICAL PRODUCTS	3/31/2021	Yes
534	Seton Medical Center	CARDINAL HEALTH 200, LLC	SPECIALTY WOMENS HEALTH SURG	1/31/2021	Yes
535	Seton Medical Center	CARDINAL HEALTH 200, LLC	WOUND DRAINAGE PRODUCTS	7/31/2021	Yes
536	Seton Medical Center	CARDINAL HEALTH 200, LLC	ORTHOPEDIC SOFT GOODS	1/31/2019	Yes
537	Seton Medical Center	CARDINAL HEALTH 200, LLC	WOUND DRAINAGE PRODUCTS	5/31/2019	Yes
538	Seton Medical Center	CARDINAL HEALTH 110, LLC	SERVICES-SOFTWARE MAINTENANCE AND SUPPORT	10/4/2065	Yes
539	Seton Medical Center	CARDINAL HEALTH 200, LLC d/b/a OPTIFRIEGHT	THIRD PARTY FREIGHT MANAGEMENT	5/31/2019	Yes
540	Seton Medical Center	CARDINAL HEALTH 200, LLC d/b/a OPTIFRIEGHT	THIRD PARTY FREIGHT MANAGEMENT	5/31/2019	Yes
541	Seton Medical Center	CARE 1ST HEALTH PLAN	HOSPITAL SERVICES AGREEMENT	Evergreen	No
542	Seton Medical Center	CAREFUSION	CHLOROHEXADINE GLUCONATE (CHG)	7/31/2020	Yes
543	Seton Medical Center	CAREFUSION	EQUIPMENT-LEASE/RENTAL	9/29/2025	Yes
544	Seton Medical Center	CAREFUSION	SERVICES-EQUIPMENT MAINTENANCE	8/31/2016	Yes
545	Seton Medical Center	CAREFUSION	CHLOROHEXADINE GLUCONATE (CHG)	7/31/2020	Yes
546	Seton Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	RESPIRATORY THERAPY PRODUCTS	10/31/2018	Yes
547	Seton Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	BEDSIDE PROCEDURE TRAYS	1/31/2019	Yes
548	Seton Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	PATIENT PREP CLIPPERS BLADES	1/31/2019	Yes
549	Seton Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	SURGICAL INSTRUMENTS	1/30/2019	Yes
550	Seton Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	SURGICAL PATIENT PREP PRODUCTS	3/31/2019	Yes
551	Seton Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	SURGICAL HAND PREPS	4/30/2021	Yes
552	Seton Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	INSTRUMENT CONTAINERS	1/15/2109	Yes
553	Seton Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	ACTIVE HUMIDIFICATION DEVICES	10/31/2018	Yes
554	Seton Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	LAPAROSCOPIC SURGICAL INSTRUM	1/31/2019	Yes
555	Seton Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	DISPOSABLE ANESTHESIA PRODUCTS	7/31/2020	Yes
556	Seton Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	RESPIRATORY THERAPY PRODUCTS	10/31/2018	Yes
557	Seton Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	BEDSIDE PROCEDURE TRAYS	1/31/2019	Yes
558	Seton Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	PATIENT PREP CLIPPERS BLADES	1/31/2019	Yes
559	Seton Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	SURGICAL INSTRUMENTS	1/30/2019	Yes
560	Seton Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	SURGICAL PATIENT PREP PRODUCTS	3/31/2019	Yes
561	Seton Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	SURGICAL HAND PREPS	4/30/2021	Yes
562	Seton Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	INSTRUMENT CONTAINERS	1/15/2109	Yes
563	Seton Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	ACTIVE HUMIDIFICATION DEVICES	10/31/2018	Yes
564	Seton Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	LAPAROSCOPIC SURGICAL INSTRUM	1/31/2019	Yes
565	Seton Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	DISPOSABLE ANESTHESIA PRODUCTS	7/31/2020	Yes
566	Seton Medical Center	CAREFUSION SOLUTIONS, LLC (PYXIS)	EQUIPMENT-LEASE/RENTAL	9/7/2015	Yes
567	Seton Medical Center	CARITAS BUSINESS SERVICES	BUSINESS ASSOCIATE AGREEMENT	3/8/2065	Yes
568	Seton Medical Center	CAROLON	VCT ANTI-EMBOLISM STOCKINGS	11/30/2021	Yes
569	Seton Medical Center	CAROLON	VCT ANTI-EMBOLISM STOCKINGS	11/30/2021	Yes
570	Seton Medical Center	CARSOLIN-CHANG, CYNTHIA M.D.	LEASE-AS LANDLORD	8/31/2017	Yes
571	Seton Medical Center	CATHOLIC HEALTHCARE AUDIT NETWORK (CHAN)	LETTER OF AGREEMENT	Evergreen	Yes
572	Seton Medical Center	CAVERO, PATRICIA MD	LEASE-AS LANDLORD	5/31/2019	Yes
573	Seton Medical Center	CAVERO, PATRICIA MD	CARDIOLOGY AND INTERVENTIONAL CALL COVERAGE	4/30/2020	Yes
574	Seton Medical Center	CAVERO, PATRICIA MD	EKG SERVICES AGREEMENT	12/31/2017	Yes
575	Seton Medical Center	CBORD GROUP, INC.	SERVICES-SOFTWARE MAINTENANCE & SUPPORT	5/31/2019	Yes
576	Seton Medical Center	CELULARITY FUNCTIONAL REGENERATION LLC	LOW FREQUENCY ULTRASONIC WOUND	4/30/2019	Yes
577	Seton Medical Center	CELULARITY FUNCTIONAL REGENERATION LLC	LOW FREQUENCY ULTRASONIC WOUND	4/30/2019	Yes
578	Seton Medical Center	CENTRAL ADMIXTURE PHARMACY SERVICES INC	OUTSOURCE IV ADMIXTURE SERVICES	12/31/2018	Yes
579	Seton Medical Center	CERTIFIED MEDICAL TESTING	PROFESSIONAL AND ADMINISTRATIVE SERVICES AND EQUIPMENT LEASE AGREEMENT	4/16/2019	Yes
580	Seton Medical Center	CERTIFIED MEDICAL TESTING	PROFESSIONAL AND ADMINISTRATIVE SERVICES AND EQUIPMENT LEASE AGREEMENT	4/23/2019	Yes
581	Seton Medical Center	CHAMBERLAIN UNIVERSITY	MEMORANDUM OF UNDERSTANDING	4/30/2019	No
582	Seton Medical Center	CHENG, LEO W.K. MD	CALL COVERAGE FOR NEUROSURGERY	6/30/2020	Yes
583	Seton Medical Center	CHINESE COMMUNITY HEALTH PLAN	HOSPITAL SERVICES AGREEMENT	Evergreen	Yes

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584	Seton Medical Center	CHINESE COMMUNITY HEALTH PLAN	HOSPITAL SERVICE AGREEMENT	Evergreen	Yes
585	Seton Medical Center	CIGNA	HOSPITAL SERVICES AGREEMENT	Evergreen	Yes
586	Seton Medical Center	CIHQ CENTER FOR IMPROVEMENT IN HEALTHCARE QUALITY	SERVICES-CONSULTING	Evergreen	Yes
587	Seton Medical Center	CINCINNATI SUB ZERO	PATIENT TEMPERATURE PRODUCTS	12/31/2020	Yes
588	Seton Medical Center	CINCINNATI SUB ZERO	PATIENT TEMPERATURE PRODUCTS	12/31/2020	Yes
589	Seton Medical Center	CINTAS CORPORATION DIRECT SALES/RENTALS	UNIFORMS	1/31/2021	Yes
590	Seton Medical Center	CINTAS CORPORATION DIRECT SALES/RENTALS	MICROFIBER PRODUCTS, MATS	1/31/2021	Yes
591	Seton Medical Center	CINTAS CORPORATION DIRECT SALES/RENTALS	UNIFORMS	1/31/2021	Yes
592	Seton Medical Center	CINTAS CORPORATION DIRECT SALES/RENTALS	MICROFIBER PRODUCTS, MATS	1/31/2021	Yes
593	Seton Medical Center	CITY COLLEGE OF SAN FRANCISCO	STUDENT AFFILIATION AGREEMENT	12/31/2018	Yes
594	Seton Medical Center	CLARK CONSTRUCTION GROUP	CONSTRUCTION	11/30/2019	Yes
595	Seton Medical Center	CLIENTELL, INC.	SERVICES-TELECOMMUNICATIONS	7/24/2015	Yes
596	Seton Medical Center	COLLABORATIVE ALLIANCE FOR NURSING OUTCOMES (CALNOC)	DATA REGISTRY PROGRAM	3/14/2019	Yes
597	Seton Medical Center	COLOPLAST CORP	SKIN INTEGRITY: WOUND CARE	3/31/2020	Yes
598	Seton Medical Center	COLOPLAST CORP	SKIN INTEGRITY: SKIN CLENSER	3/31/2020	Yes
599	Seton Medical Center	COLOPLAST CORP	BOWEL MANAGEMENT	3/31/2020	Yes
600	Seton Medical Center	COLOPLAST CORP	SPECIALTY UROLOGICAL PRODUCTS	12/31/2020	Yes
601	Seton Medical Center	COLOPLAST CORP	SURGICAL INCONTINENCE PRODUCTS	8/31/2021	Yes
602	Seton Medical Center	COLOPLAST CORP	SKIN INTEGRITY: WOUND CARE	3/31/2020	Yes
603	Seton Medical Center	COLOPLAST CORP	SKIN INTEGRITY: SKIN CLENSER	3/31/2020	Yes
604	Seton Medical Center	COLOPLAST CORP	BOWEL MANAGEMENT	3/31/2020	Yes
605	Seton Medical Center	COLOPLAST CORP	SPECIALTY UROLOGICAL PRODUCTS	12/31/2020	Yes
606	Seton Medical Center	COMCAST CABLE COMMUNICATIONS, LLC	SERVICES-TELECOMMUNICATIONS	3/14/2019	Yes
607	Seton Medical Center	COMPRESSION THERAPY CONCEPTS	VASCULAR COMPRESSION THERAPY	11/30/2018	Yes
608	Seton Medical Center	COMPRESSION THERAPY CONCEPTS	VASCULAR COMPRESSION THERAPY	11/30/2018	Yes
609	Seton Medical Center	CONMED CORPORATION	LAP SUCTION IRRIGATION	7/30/2019	Yes
610	Seton Medical Center	CONMED CORPORATION	ENDOMECHANICAL PRODUCTS	3/31/2021	Yes
611	Seton Medical Center	CONMED CORPORATION	SPECIALTY WOMENS HEALTH SURG	1/31/2021	Yes
612	Seton Medical Center	CONMED CORPORATION	LAP SUCTION IRRIGATION	7/30/2019	Yes
613	Seton Medical Center	CONMED CORPORATION	ENDOMECHANICAL PRODUCTS	3/31/2021	Yes
614	Seton Medical Center	CONMED CORPORATION	SPECIALTY WOMENS HEALTH SURG	1/31/2021	Yes
615	Seton Medical Center	CONMED LINVATEC	ORTHOPEDIC POWER TOOLS AND ACC	4/30/2019	Yes
616	Seton Medical Center	CONMED LINVATEC	ARTHROSCOPY SUPPLIES	5/30/2019	Yes
617	Seton Medical Center	CONMED LINVATEC	ARTHROSCOPY FLUID WASTE MGMT	3/1/2020	Yes
618	Seton Medical Center	CONMED LINVATEC	ORTHOPEDIC POWER TOOLS AND ACC	4/30/2019	Yes
619	Seton Medical Center	CONMED LINVATEC	ARTHROSCOPY SUPPLIES	5/30/2019	Yes
620	Seton Medical Center	CONMED LINVATEC	ARTHROSCOPY FLUID WASTE MGMT	3/1/2020	Yes
621	Seton Medical Center	CONSTELLATION NEW ENERGY- GAS DIVISION, LLC	FACILITY SERVICES AGREEMENT	5/15/2019	Yes
622	Seton Medical Center	CONSTELLATION NEWENERGY, INC.	FACILITY SERVICES AGREEMENT	3/31/2016	Yes
623	Seton Medical Center	CONTEC INC	PHARMACY CLEANING SUPPLIES AND EQUIPMENT	4/30/2019	Yes
624	Seton Medical Center	CONTEC INC	PHARMACY CLEANING SUPPLIES AND EQUIPMENT	4/30/2019	Yes
625	Seton Medical Center	CONVATEC BRISTOL MYERS SQUIBB COMPANY	ENTEROSTOMAL THERAPY PRODUCTS	3/31/2020	Yes
626	Seton Medical Center	CONVATEC BRISTOL MYERS SQUIBB COMPANY	ENTEROSTOMAL THERAPY PRODUCTS	3/31/2020	Yes
627	Seton Medical Center	COOK MEDICAL INC	SPECIALTY UROLOGY PRODUCTS	12/31/2020	Yes
628	Seton Medical Center	COOK MEDICAL INC	GASTROINTESTINAL ENDOSCOPY	1/31/2019	Yes
629	Seton Medical Center	COOK MEDICAL INC	PERIPHERAL AND BILIARY STENTS	1/31/2020	Yes
630	Seton Medical Center	COOK MEDICAL INC	DIR PRODUCTS	1/31/2020	Yes
631	Seton Medical Center	COOK MEDICAL INC	CARDIAC RHYTHM MANAGEMENT	3/31/2020	Yes
632	Seton Medical Center	COOK MEDICAL INC	VENA CAVA FILTERS	7/31/2020	Yes
633	Seton Medical Center	COOK MEDICAL INC	HIGH RISK OBGYN PRODS MED/SURG	12/31/2019	Yes
634	Seton Medical Center	COOK MEDICAL INC	HIGH RISK OBGYN PROD SPECIALTY	12/31/2019	Yes
635	Seton Medical Center	COOK MEDICAL INC	SPECIALTY UROLOGY PRODUCTS	12/31/2020	Yes
636	Seton Medical Center	COOK MEDICAL INC	GASTROINTESTINAL ENDOSCOPY	1/31/2019	Yes
637	Seton Medical Center	COOK MEDICAL INC	PERIPHERAL AND BILIARY STENTS	1/31/2020	Yes
638	Seton Medical Center	COOK MEDICAL INC	DIR PRODUCTS	1/31/2020	Yes
639	Seton Medical Center	COOK MEDICAL INC	CARDIAC RHYTHM MANAGEMENT	3/31/2020	Yes
640	Seton Medical Center	COOK MEDICAL INC	VENA CAVA FILTERS	7/31/2020	Yes
641	Seton Medical Center	COOK MEDICAL INC	HIGH RISK OBGYN PRODS MED/SURG	12/31/2019	Yes
642	Seton Medical Center	COOK MEDICAL INC	HIGH RISK OBGYN PROD SPECIALTY	12/31/2019	Yes
643	Seton Medical Center	COOPER SURGICAL INC	OBSTETRICAL MONITORING DEVICES	8/31/2020	Yes
644	Seton Medical Center	COOPER SURGICAL INC	OBSTETRICAL MONITORING DEVICES	8/31/2020	Yes
645	Seton Medical Center	CORE POWER SERVICES, INC.	CONSTRUCTION	4/23/2019	Yes
646	Seton Medical Center	CORPORATE SECURITY SERVICE INC.	SERVICES-PROFESSIONAL	2/28/2019	Yes
647	Seton Medical Center	COUNTY OF SAN MATEO	PAYOR AGREEMENT	12/15/2030	Yes
648	Seton Medical Center	COVIDIEN BUSINESS SERVICES	CHART PAPER AND RELATED PRODUCTS	8/31/2020	Yes
649	Seton Medical Center	COVIDIEN BUSINESS SERVICES	SHARPS DISPOSABLE CONTAINERS	4/30/2020	Yes
650	Seton Medical Center	COVIDIEN BUSINESS SERVICES	DISPOSABLE LABOR AND DELIVERY	8/31/2020	Yes
651	Seton Medical Center	COVIDIEN BUSINESS SERVICES	BANDAGES, DRESSINGS AND GAUZE	10/30/2019	Yes

Exhibit A: Executory Contracts and Unexpired Leases Designated by Strategic Global Asset Management, Inc. (SGM) to be Assumed (St. Vincent Medical Center, St. Vincent Dialysis Center, Inc., Seton Medical Center & St. Francis Medical Center) (C)

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
652	Seton Medical Center	COVIDIEN BUSINESS SERVICES	ENDO TUBES AND RELATED PRODUCTS	12/31/2018	Yes
653	Seton Medical Center	COVIDIEN BUSINESS SERVICES	PULSE OXIMETRY AND CAPNOGRAPHY	4/30/2021	Yes
654	Seton Medical Center	COVIDIEN BUSINESS SERVICES	ELECTRONIC THERMOMETRY	5/31/2020	Yes
6SS	Seton Medical Center	COVIDIEN BUSINESS SERVICES	ECG ELECTRODES, CABLES, LEADS	9/30/2020	Yes
6S6	Seton Medical Center	COVIDIEN BUSINESS SERVICES	DIALYSIS PRODUCTS	10/31/2020	Yes
6S7	Seton Medical Center	COVIDIEN BUSINESS SERVICES	STANDARD HYPODERMIC NEEDLES	9/30/2019	Yes
658	Seton Medical Center	COVIDIEN BUSINESS SERVICES	TRACHEOSTOMY TUBES	12/31/2018	Yes
659	Seton Medical Center	COVIDIEN BUSINESS SERVICES	DISPOSABLE WOUND RETRACTOR	4/30/2019	Yes
660	Seton Medical Center	COVIDIEN BUSINESS SERVICES	BIOLOGICAL MESH PRODUCTS	9/30/2019	Yes
661	Seton Medical Center	COVIDIEN BUSINESS SERVICES	VIDEO LARYNGOSCOPES	9/30/2020	Yes
662	Seton Medical Center	COVIDIEN BUSINESS SERVICES	KNOTLESS TISSUE CLOSURE DEVICE	3/31/2021	Yes
663	Seton Medical Center	COVIDIEN BUSINESS SERVICES	SURGICAL ENERGY PRODUCTS	3/31/2021	Yes
664	Seton Medical Center	COVIDIEN BUSINESS SERVICES	TROCAR PRODUCTS	3/31/2021	Yes
665	Seton Medical Center	COVIDIEN BUSINESS SERVICES	ENDOMECHANICAL PRODUCTS	3/31/2021	Yes
666	Seton Medical Center	COVIDIEN BUSINESS SERVICES	SPECIALTY WOMENS HEALTH SURG	1/31/2021	Yes
667	Seton Medical Center	COVIDIEN BUSINESS SERVICES	CHART PAPER AND RELATED PRODUCTS	8/31/2020	Yes
668	Seton Medical Center	COVIDIEN BUSINESS SERVICES	SHARPS DISPOSABLE CONTAINERS	4/30/2020	Yes
669	Seton Medical Center	COVIDIEN BUSINESS SERVICES	DISPOSABLE LABOR AND DELIVERY	8/31/2020	Yes
670	Seton Medical Center	COVIDIEN BUSINESS SERVICES	BANDAGES, DRESSINGS AND GAUZE	10/30/2019	Yes
671	Seton Medical Center	COVIDIEN BUSINESS SERVICES	ENDO TUBES AND RELATED PRODUCTS	12/31/2018	Yes
672	Seton Medical Center	COVIDIEN BUSINESS SERVICES	PULSE OXIMETRY AND CAPNOGRAPHY	4/30/2021	Yes
673	Seton Medical Center	COVIDIEN BUSINESS SERVICES	ELECTRONIC THERMOMETRY	5/31/2020	Yes
674	Seton Medical Center	COVIDIEN BUSINESS SERVICES	ECG ELECTRODES, CABLES, LEADS	9/30/2020	Yes
675	Seton Medical Center	COVIDIEN BUSINESS SERVICES	DIALYSIS PRODUCTS	10/31/2020	Yes
676	Seton Medical Center	COVIDIEN BUSINESS SERVICES	STANDARD HYPODERMIC NEEDLES	9/30/2019	Yes
677	Seton Medical Center	COVIDIEN BUSINESS SERVICES	TRACHEOSTOMY TUBES	12/31/2018	Yes
678	Seton Medical Center	COVIDIEN BUSINESS SERVICES	DISPOSABLE WOUND RETRACTOR	4/30/2019	Yes
679	Seton Medical Center	COVIDIEN BUSINESS SERVICES	BIOLOGICAL MESH PRODUCTS	9/30/2019	Yes
680	Seton Medical Center	COVIDIEN BUSINESS SERVICES	VIDEO LARYNGOSCOPES	9/30/2020	Yes
681	Seton Medical Center	COVIDIEN BUSINESS SERVICES	KNOTLESS TISSUE CLOSURE DEVICE	3/31/2021	Yes
682	Seton Medical Center	COVIDIEN BUSINESS SERVICES	SURGICAL ENERGY PRODUCTS	3/31/2021	Yes
683	Seton Medical Center	COVIDIEN BUSINESS SERVICES	TROCAR PRODUCTS	3/31/2021	Yes
684	Seton Medical Center	COVIDIEN BUSINESS SERVICES	ENDOMECHANICAL PRODUCTS	3/31/2021	Yes
685	Seton Medical Center	COVIDIEN BUSINESS SERVICES	SPECIALTY WOMENS HEALTH SURG	1/31/2021	Yes
686	Seton Medical Center	CR REICHEL	CONSTRUCTION	4/17/2019	Yes
687	Seton Medical Center	CRAWFORD HEALTHCARE INC	SKIN INTEGRITY: WOUND CARE	3/31/2020	Yes
688	Seton Medical Center	CRAWFORD HEALTHCARE INC	SKIN INTEGRITY: WOUND CARE	3/31/2020	Yes
689	Seton Medical Center	CSI CONSTRUCTION	CONSTRUCTION	1/25/2020	Yes
690	Seton Medical Center	DALY CITY PATHOLOGY GROUP (DON JACOBS, MD)	PROFESSIONAL, ADMIN AND COVERAGE SERVICES - PATHOLOGY MED DIR AND RADIATION SAFETY OFFICER	7/1/2020	Yes
691	Seton Medical Center	DANDLELION MEDICAL	NEONATAL DEVELOPMENTAL PRODUCTS	10/31/2020	Yes
692	Seton Medical Center	DANDLELION MEDICAL	NEONATAL DEVELOPMENTAL PRODUCTS	10/31/2020	Yes
693	Seton Medical Center	DEGENKOLB ENGINEERS	PROFESSIONAL AND ADMINISTRATIVE SERVICES AND EQUIPMENT LEASE AGREEMENT	12/31/2019	Yes
694	Seton Medical Center	DEPARTMENT OF HEALTH CARE SERVICES, DHCS	PRICING AGREEMENT	12/31/2020	Yes
695	Seton Medical Center	DEPUY ORTHOPEDICS INC	ORTHO BONE CEMENT ACCS AND REVISIONS	7/23/2020	Yes
696	Seton Medical Center	DEPUY ORTHOPEDICS INC	ORTHO BONE CEMENT ACCS AND REVISIONS	7/23/2020	Yes
697	Seton Medical Center	DEPUY SPINE	SPINAL IMPLANTS AND RELATED PRODUCTS	4/4/2019	Yes
698	Seton Medical Center	DEPUY SYNTHES SALES INC	GENERAL ORTHO TRAUMA	10/25/2019	Yes
699	Seton Medical Center	DEPUY SYNTHES SALES INC	BIOLOGICAL MESH PRODUCTS	9/30/2019	Yes
700	Seton Medical Center	DERMA SCIENCES, INC.	SKIN INTEGRITY: WOUND CARE	3/31/2020	Yes
701	Seton Medical Center	DERMA SCIENCES, INC.	SKIN INTEGRITY: WOUND CARE	3/31/2020	Yes
702	Seton Medical Center	DEROYAL INDUSTRIES INC	TEMPERATURE MONITORING PRODUCTS	12/31/2018	Yes
703	Seton Medical Center	DEROYAL INDUSTRIES INC	SKIN BREAKDOWN PREVENTION	6/30/2019	Yes
704	Seton Medical Center	DEROYAL INDUSTRIES INC	TEMPERATURE MONITORING PRODUCTS	12/31/2018	Yes
705	Seton Medical Center	DEROYAL INDUSTRIES INC	SKIN BREAKDOWN PREVENTION	6/30/2019	Yes
706	Seton Medical Center	DIAGNOSTICA STAGO, INC.	HEMOSTASIS ANALYZERS, REAGENTS	7/31/2019	Yes
707	Seton Medical Center	DIAGNOSTICA STAGO, INC.	HEMOSTASIS ANALYZERS, REAGENTS	7/31/2019	Yes
708	Seton Medical Center	DM SYSTEMS INC	SKIN BREAKDOWN PREVENTION	6/30/2019	Yes
709	Seton Medical Center	DM SYSTEMS INC	SKIN BREAKDOWN PREVENTION	6/30/2019	Yes
710	Seton Medical Center	DONOR NETWORK WEST	BLOOD/ORGAN/TISSUE	Evergreen	Yes
711	Seton Medical Center	Douglas Phan, MD	CALL COVERAGE AGREEMENT FOR OTORHINOLARYNGOLOGY - DOUGLAS PHAN, MD	6/30/2020	Removed
712	Seton Medical Center	Dr. Rector	UROLOGY	1/0/1900	Yes
713	Seton Medical Center	DR. RECTOR	DIRECTORSHIP UROLOGY	1/0/1900	Removed
714	Seton Medical Center	DRAEGER MEDICAL INC	ANESTHESIA EQUIPMENT	6/30/2019	Yes
715	Seton Medical Center	DRAEGER MEDICAL INC	PHYSIOLOGICAL MONITORING SYS	5/31/2021	Yes
716	Seton Medical Center	DRAEGER MEDICAL INC	ANESTHESIA EQUIPMENT	6/30/2019	Yes
717	Seton Medical Center	DRAEGER MEDICAL INC	PHYSIOLOGICAL MONITORING SYS	5/31/2021	Yes
718	Seton Medical Center	DRG HEALTH CARE STAFFING	SERVICES-STAFFING	12/15/2018	Yes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
719	Seton Medical Center	E M ADAMS COMPANY INC	RESTRAINTS AND FALL PREVENTION	7/31/2020	Yes
720	Seton Medical Center	E M ADAMS COMPANY INC	RESTRAINTS AND FALL PREVENTION	7/31/2020	Yes
721	Seton Medical Center	EASY CHOICE HEALTH PLAN	HOSPITAL SERVICES AGREEMENT	Evergreen	No
722	Seton Medical Center	ECOLAB	SOAPS LOTIONS WATERLESS RINSES	9/30/2020	Yes
723	Seton Medical Center	ECOLAB	LAUNDRY PRODUCTS MAINTENANCE	12/31/2018	Yes
724	Seton Medical Center	ECOLAB	ROOM TURNOVER PRODUCTS	8/31/2021	Yes
725	Seton Medical Center	ECOLAB	SERVICES-WASTE MANAGEMENT	2/28/2019	Yes
726	Seton Medical Center	ECOLAB	SOAPS LOTIONS WATERLESS RINSES	9/30/2020	Yes
727	Seton Medical Center	ECOLAB	LAUNDRY PRODUCTS MAINTENANCE	12/31/2018	Yes
728	Seton Medical Center	ECOLAB	ROOM TURNOVER PRODUCTS	8/31/2021	Yes
729	Seton Medical Center	E-CYCLE ENVIRONMENTAL, INC.	CONSTRUCTION	1/7/2020	Yes
730	Seton Medical Center	EDGARDO G ALICAWAY, M.D., P.C.	LEASE	4/30/2020	Yes
731	Seton Medical Center	EDWARDS LIFESCIENCES	HEMODYNAMIC MONITORING PRODUCT	6/30/2020	Yes
732	Seton Medical Center	EDWARDS LIFESCIENCES	THROMBECTOMY PRODUCTS	10/31/2018	Yes
733	Seton Medical Center	EDWARDS LIFESCIENCES	PERFUSION PRODUCTS	1/31/2021	Yes
734	Seton Medical Center	EDWARDS LIFESCIENCES	HEART VALVE PRODUCTS	6/11/2019	Yes
735	Seton Medical Center	EDWARDS LIFESCIENCES	HEMODYNAMIC MONITORING PRODUCT	6/30/2020	Yes
736	Seton Medical Center	EDWARDS LIFESCIENCES	PERFUSION PRODUCTS	1/31/2021	Yes
737	Seton Medical Center	EDWARDS LIFESCIENCES	HEART VALVE PRODUCTS	6/11/2019	Yes
738	Seton Medical Center	EHOB INC	SKIN BREAKDOWN PREVENTION	6/30/2019	Yes
739	Seton Medical Center	EHOB INC	SKIN BREAKDOWN PREVENTION	6/30/2019	Yes
740	Seton Medical Center	EISEN ENVIRONMENTAL & CONSTRUCTION SERVICES	PROFESSIONAL AND ADMINISTRATIVE SERVICES AND EQUIPMENT LEASE AGREEMENT	1/16/2020	Yes
741	Seton Medical Center	EK HEALTH SERVICES, INC.	SERVICES-CONSULTING	8/14/2019	Yes
742	Seton Medical Center	ELECTRONIC TRACKING SYSTEMS LLC	LEASE-AS LANDLORD	12/31/2015	Yes
743	Seton Medical Center	EMILE LANDSCAPING	CONSTRUCTION	1/20/2020	Yes
744	Seton Medical Center	ENCOMPASS GROUP LLC	REUSABLE TEXTILES AND SERVICES	11/30/2018	Yes
745	Seton Medical Center	ENCOMPASS GROUP LLC	DISPOSABLE NON STERILE APPAREL	11/30/2018	Yes
746	Seton Medical Center	ENCOMPASS GROUP LLC	REUSABLE TEXTILES AND SERVICES	11/30/2018	Yes
747	Seton Medical Center	ENCOMPASS GROUP LLC	DISPOSABLE NON STERILE APPAREL	11/30/2018	Yes
748	Seton Medical Center	ENTEK CONSULTING GROUP, INC.	PROFESSIONAL AND ADMINISTRATIVE SERVICES AND EQUIPMENT LEASE AGREEMENT	4/16/2019	Yes
749	Seton Medical Center	FAMILY MEDICAL GROUP, A PROFESSIONAL CORPORATION	LEASE-AS LANDLORD	2/28/2019	Yes
750	Seton Medical Center	FASTAFF, LLC	MEMORANDUM OF UNDERSTANDING	8/12/2019	No
751	Seton Medical Center	FEENEY, THOMAS MD	CARDIOLOGY AND INTERVENTIONAL CALL COVERAGE	4/30/2020	Yes
752	Seton Medical Center	FEENEY, THOMAS MD	EKG SERVICES AGREEMENT	12/31/2017	Yes
753	Seton Medical Center	FEENEY-VAUGHAN M.D. PARTNERSHIP	CARDIOLOGY AND INTERVENTIONAL (J. FEENEY) CALL COVERAGE	4/30/2020	Yes
754	Seton Medical Center	FIRE KING FIRE PROTECTION, INC.	CONSTRUCTION	8/29/2019	Yes
755	Seton Medical Center	FIRST HEALTHCARE PRODUCTS	EXAM ROOM FURNITURE EQUIPMENT	3/31/2020	Yes
756	Seton Medical Center	FIRST HEALTHCARE PRODUCTS	EXAM ROOM FURNITURE EQUIPMENT	3/31/2020	Yes
757	Seton Medical Center	FISHER AND PAYKEL HEALTHCARE INC	INFANT CARE CAPITAL EQUIPMENT	7/31/2021	Yes
758	Seton Medical Center	FISHER AND PAYKEL HEALTHCARE INC	ACTIVE HUMIDIFICATION DEVICES	10/31/2021	Yes
759	Seton Medical Center	FISHER AND PAYKEL HEALTHCARE INC	INFANT CARE CAPITAL EQUIPMENT	7/31/2021	Yes
760	Seton Medical Center	FISHER AND PAYKEL HEALTHCARE INC	ACTIVE HUMIDIFICATION DEVICES	10/31/2021	Yes
761	Seton Medical Center	FLUORESCO SERVICES	CONSTRUCTION	2/7/2020	Yes
762	Seton Medical Center	FOLLETT CORP	ICE MACHINES AND DISPENSERS	6/30/2020	Yes
763	Seton Medical Center	FOLLETT CORP	ICE MACHINES AND DISPENSERS	6/30/2020	Yes
764	Seton Medical Center	FR. LUAT JOHN NGUYEN	PROFESSIONAL AND ADMINISTRATIVE SERVICES AND EQUIPMENT LEASE AGREEMENT	1/31/2019	No
765	Seton Medical Center	FR. QUOC NGUYEN	PROFESSIONAL AND ADMINISTRATIVE SERVICES AND EQUIPMENT LEASE AGREEMENT	12/31/2018	Yes
766	Seton Medical Center	FREEDOM MEDICAL	EQUIPMENT-LEASE/RENTAL	2/28/2019	Yes
767	Seton Medical Center	FTG BUILDERS, INC.	CONSTRUCTION	3/1/2019	Yes
768	Seton Medical Center	FUJIFILM MEDICAL SYSTEMS USA INC	ENTERPRISE IMAGE MANAGEMENT	12/31/2020	Yes
769	Seton Medical Center	FUJIFILM MEDICAL SYSTEMS USA INC	ENTERPRISE IMAGE MANAGEMENT	12/31/2020	Yes
770	Seton Medical Center	GARDA CL WEST, INC.	SERVICES-ARMORED CARRIER	2/28/2019	Yes
771	Seton Medical Center	GE HEALTHCARE	EQUIPMENT-PURCHASE	7/14/2050	Yes
772	Seton Medical Center	GE HEALTHCARE	SERVICES-EQUIPMENT MAINTENANCE	12/31/2019	Yes
773	Seton Medical Center	GE HEALTHCARE - OEC	CONTRACT MEDIA X-RAY	12/31/2020	Yes
774	Seton Medical Center	GE HEALTHCARE - OEC	ANESTHESIA EQUIPMENT	6/30/2019	Yes
775	Seton Medical Center	GE HEALTHCARE - OEC	-	12/31/2020	Yes
776	Seton Medical Center	GE HEALTHCARE - OEC	ANESTHESIA EQUIPMENT	6/30/2019	Yes
777	Seton Medical Center	GE MEDICAL SYSTEMS	PHYSIOLOGICAL MONITORING SYS	5/31/2021	Yes
778	Seton Medical Center	GE MEDICAL SYSTEMS	FETAL MONITORING	5/31/2021	Yes
779	Seton Medical Center	GE MEDICAL SYSTEMS	PHYSIOLOGICAL MONITORING SYS	5/31/2021	Yes
780	Seton Medical Center	GE MEDICAL SYSTEMS	FETAL MONITORING	5/31/2021	Yes
781	Seton Medical Center	GENERAL INSPECTION SERVICES	PROFESSIONAL AND ADMINISTRATIVE SERVICES AND EQUIPMENT LEASE AGREEMENT	1/11/2020	Yes
782	Seton Medical Center	GENESIS MEDICAL STAFFING, INC.	SERVICES-STAFFING	4/1/2019	Yes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
783	Seton Medical Center	GIROLAMI, MICHAEL MD	EKG SERVICES AGREEMENT	12/31/2017	Yes
784	Seton Medical Center	GOLDEN GATE GLASS & MIRROR	CONSTRUCTION	2/1/2020	Yes
785	Seton Medical Center	GOLDEN GATE PERFUSION	BLOOD/ORGAN/TISSUE	2/28/2019	Yes
786	Seton Medical Center	GOLDSCHLAGER, ARNOLD MD	PHYSICIANS-EKG SERVICES AGREEMENT	12/31/2017	Removed
787	Seton Medical Center	GRACE MEDICAL	ENT IMPLANTS AND INSTRUMENTS	10/31/2019	Yes
788	Seton Medical Center	GRACE MEDICAL	ENT IMPLANTS AND INSTRUMENTS	10/31/2019	Yes
789	Seton Medical Center	GRADY, BRIAN MD	UROLOGY ON CALL	5/31/2020	Yes
790	Seton Medical Center	GRADY, BRIAN MD	PRESIDENT ELECT OF ITS MEDICAL STAFF	4/30/2020	Yes
791	Seton Medical Center	GRAINGER INC	MAINTENANCE REPAIR OPERATIONS	4/30/2022	Yes
792	Seton Medical Center	GRAINGER INC	MAINTENANCE REPAIR OPERATIONS	4/30/2022	Yes
793	Seton Medical Center	GRM INFORMATION MANAGEMENT SERVICES OF CALIFORNIA, LLC	SERVICES-DOCUMENT STORAGE	1/S/2020	Yes
794	Seton Medical Center	GROEGER, EUGENE MD	CALL COVERAGE FOR VASCULAR SURGERY	3/31/2019	Yes
79S	Seton Medical Center	GS SOLUTIONS INC DBA GS MEDICAL	SPINAL IMPLANTS AND RELATED PRODUCTS	6/30/2020	Yes
796	Seton Medical Center	GS SOLUTIONS INC DBA GS MEDICAL	SPINAL IMPLANTS AND RELATED PRODUCTS	6/30/2020	Yes
797	Seton Medical Center	HAMBY, DENNIS L. MD	LEASE-AS LANDLORD	7/31/2021	Yes
798	Seton Medical Center	HAMBY, DENNIS L. MD	CALL COVERAGE FOR GASTROENTEROLOGY	10/31/2018	Yes
799	Seton Medical Center	HANNON, MONICA MD	ON-CALL COVERAGE AGREEMENT FOR OB/GYN	1/31/2019	Yes
800	Seton Medical Center	HANNON, ZIYAD MD	ON-CALL COVERAGE AGREEMENT FOR OB/GYN	1/31/2019	Yes
801	Seton Medical Center	HARTMAN, PAUL D. MD	LEASE-AS LANDLORD	2/28/2018	Yes
802	Seton Medical Center	HAZLEHURST, THOMAS MD	MEDICAL DIRECTOR- SKILLED NURSING	4/30/2020	Yes
803	Seton Medical Center	HCT EXECUTIVE INTERIM SOLUTIONS, LLC	SERVICES-STAFFING	2/5/2020	Yes
804	Seton Medical Center	HEALTH NET	HOSPITAL SERVICES AGREEMENT	Evergreen	Yes
805	Seton Medical Center	HEALTH PLAN OF SAN MATEO	HOSPITAL SERVICES	12/1/2020	Yes
806	Seton Medical Center	HEALTH PLAN OF SAN MATEO	HOSPITAL SERVICES AGREEMENT	Evergreen	Yes
807	Seton Medical Center	HEALTH PLAN OF SAN MATEO	HOSPITAL SERVICE AGREEMENT	Evergreen	Yes
808	Seton Medical Center	HEALTH PLAN OF SAN MATEO	HOSPITAL SERVICE AGREEMENT	Evergreen	Yes
809	Seton Medical Center	HEALTH PLAN OF SAN MATEO	HOSPITAL SERVICE AGREEMENT	Evergreen	Yes
810	Seton Medical Center	HEALTH PLAN OF SAN MATEO	HOSPITAL SERVICE AGREEMENT	Evergreen	Yes
811	Seton Medical Center	HEALTHMARK INDUSTRIES CO	STERILIZATION POUCHES	9/30/2019	Yes
812	Seton Medical Center	HEALTHMARK INDUSTRIES CO	STERILIZATION ASSURANCE	9/30/2019	Yes
813	Seton Medical Center	HEALTHMARK INDUSTRIES CO	CLEANING VALIDATION SUPPORT	9/30/2019	Yes
814	Seton Medical Center	HEALTHMARK INDUSTRIES CO	STERILIZATION POUCHES	9/30/2019	Yes
81S	Seton Medical Center	HEALTHMARK INDUSTRIES CO	STERILIZATION ASSURANCE	9/30/2019	Yes
816	Seton Medical Center	HEALTHMARK INDUSTRIES CO	CLEANING VALIDATION SUPPORT	9/30/2019	Yes
817	Seton Medical Center	HEALTHPORT TECHNOLOGIES, LLC	SERVICES-DATA REPORTING	6/30/2015	Yes
818	Seton Medical Center	HEALTHPRO ASSOCIATES	SERVICES-CONSULTING	12/31/2016	Yes
819	Seton Medical Center	HEALTHTRUST WORKFORCE SOLUTIONS, LLC	PROFESSIONAL AND ADMINISTRATIVE SERVICES AND EQUIPMENT LEASE AGREEMENT	11/27/2018	Yes
820	Seton Medical Center	HEARTBASE, INC. (F/K/A SIR AMERICAS, INC.)	LICENSE-SOFTWARE	8/31/2019	Yes
821	Seton Medical Center	HEE, MICHAEL MD	CALL COVERAGE FOR OPHTHALMOLOGY	12/31/2020	Yes
822	Seton Medical Center	HELMER SCIENTIFIC	GENERAL LABORATORY PRODUCTS	3/31/2021	Yes
823	Seton Medical Center	HELMER SCIENTIFIC	GENERAL LABORATORY PRODUCTS	3/31/2021	Yes
824	Seton Medical Center	HERMENEGILDO G. ANGELES, JR., M.D., A PROFESSIONAL CORPORATION	LEASE-AS LANDLORD	11/30/2018	Yes
825	Seton Medical Center	HERNANDEZ, RAUL MD	UROLOGY ON CALL	5/31/2020	Yes
826	Seton Medical Center	HILL ROM CO PARTS ONLY	AIRWAY CLEARANCE PRODUCTS	4/30/2021	Yes
827	Seton Medical Center	HILL ROM CO PARTS ONLY	NURSE CALL SYSTEMS	4/30/2021	Yes
828	Seton Medical Center	HILL ROM CO PARTS ONLY	PATIENT LIFTS	7/31/2021	Yes
829	Seton Medical Center	HILL ROM CO PARTS ONLY	AIRWAY CLEARANCE PRODUCTS	4/30/2021	Yes
830	Seton Medical Center	HILL ROM CO PARTS ONLY	NURSE CALL SYSTEMS	4/30/2021	Yes
831	Seton Medical Center	HILL ROM CO PARTS ONLY	PATIENT LIFTS	7/31/2021	Yes
832	Seton Medical Center	HOLLAND MD, PAUL	CALL COVERAGE FOR OPHTHALMOLOGY	1/31/2020	Yes
833	Seton Medical Center	HOLLISTER INC	ENTEROSTOMAL THERAPY PRODUCTS	12/31/2019	Yes
834	Seton Medical Center	HOLLISTER INC	GENERAL UROLOGIC PRODUCTS	2/28/2019	Yes
835	Seton Medical Center	HOLLISTER INC	ENDO TUBES AND RELATED PROD -ANCHOR FAST	12/31/2018	Yes
836	Seton Medical Center	HOLLISTER INC	ENDO TUBES AND RELATED PROD -ANCHOR FAST	12/31/2018	Yes
837	Seton Medical Center	HOLLISTER INC	ENTEROSTOMAL THERAPY PRODUCTS	12/31/2019	Yes
838	Seton Medical Center	HOLLISTER INC	GENERAL UROLOGIC PRODUCTS	2/28/2019	Yes
839	Seton Medical Center	HOLOGIC SURGICAL AND DIAGNOSTICS	SPECIALTY WOMENS HEALTH SURG	1/31/2021	Yes
840	Seton Medical Center	HOLOGIC SURGICAL AND DIAGNOSTICS	SPECIALTY WOMENS HEALTH SURG	1/31/2021	Yes
841	Seton Medical Center	HONEYWELL BUILDING SOLUTIONS	CONSTRUCTION	4/30/2019	Yes
842	Seton Medical Center	HOVERTECH INTERNATIONAL	PATIENT LATERAL TRANSFER DEVCS	7/31/2021	Yes
843	Seton Medical Center	HOVERTECH INTERNATIONAL	PATIENT LATERAL TRANSFER DEVCS	7/31/2021	Yes
844	Seton Medical Center	HOWMEDICA OSTEONICS DBA STRYKER CRANIOMAXILLOFACIAL	CONSIGNMENT AGREEMENT	3/17/2015	Yes
845	Seton Medical Center	HUA, SHERWIN M.D.	CALL COVERAGE FOR NEUROSURGERY	4/4/2020	Yes
846	Seton Medical Center	HUMANA	HOSPITAL SERVICES AGREEMENT	Evergreen	No
847	Seton Medical Center	Huntington	SIEMENS CHEMISTRY ANALYZERS' LEASE	1/1/2019	Removed
848	Seton Medical Center	I C MEDICAL	SMOKE EVACUATION SYSTEMS	8/31/2019	Yes

Exhibit A: Executory Contracts and Unexpired Leases Designated by Strategic Global Asset Management, Inc. (SGM) to be Assumed by St. Vincent Medical Center, St. Vincent Dialysis Center, Inc., Seton Medical Center & St. Francis Medical Center) (C)

(Corresponds to Exhibit A (Parts 1 to 3) Attached to the Cure Notice Filed on March 5, 2019 - Doc# 1704)

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
849	Seton Medical Center	I C MEDICAL	SMOKE EVACUATION SYSTEMS	8/31/2019	Yes
850	Seton Medical Center	ICU MEDICAL SALES INC	INFUSION SETS	1/31/2020	Yes
851	Seton Medical Center	ICU MEDICAL SALES INC	NEEDLELESS CONNECTORS	1/31/2025	Yes
852	Seton Medical Center	ICU MEDICAL SALES INC	HEMODYNAMIC MONITORING PRODUCT	6/30/2020	Yes
853	Seton Medical Center	ICU MEDICAL SALES INC	INFUSION SETS	1/31/2020	Yes
854	Seton Medical Center	ICU MEDICAL SALES INC	NEEDLELESS CONNECTORS	1/31/2025	Yes
855	Seton Medical Center	ICU MEDICAL SALES INC	HEMODYNAMIC MONITORING PRODUCT	6/30/2020	Yes
856	Seton Medical Center	IDENTICARD SYSTEMS WORLDWIDE, INC.	SERVICES-SOFTWARE MAINTENANCE AND SUPPORT	3/12/2019	Yes
857	Seton Medical Center	IMMUCOR INC	BLOOD BANK ALANYZERS REAGENTS	1/31/2019	Yes
858	Seton Medical Center	IMPERIAL HEALTH PLAN OF CALIFORNIA, INC.	MANAGED CARE VENDOR AGREEMENT	1/31/2020	Yes
859	Seton Medical Center	INCISIVE SURGICAL	ENDOMECHANICAL PRODUCTS	3/31/2021	Yes
860	Seton Medical Center	INCISIVE SURGICAL	ENDOMECHANICAL PRODUCTS	3/31/2021	Yes
861	Seton Medical Center	INDUSTRIAL METAL PRODUCTS COMPANY, INC.	CONSTRUCTION	4/18/2019	Yes
862	Seton Medical Center	INDUSTRIAL METAL PRODUCTS COMPANY, INC.	CONSTRUCTION	4/18/2019	Yes
863	Seton Medical Center	INNOVATIVE HEALTHCARE CORPORATION	PATIENT CLENSING SKIN CARE	5/31/2019	Yes
864	Seton Medical Center	INNOVATIVE HEALTHCARE CORPORATION	PATIENT CLENSING SKIN CARE	5/31/2019	Yes
865	Seton Medical Center	INNOVATIVE MECHANICAL	CONSTRUCTION	12/14/2019	Yes
866	Seton Medical Center	INTEGRA LIFESCIENCES CORPORATION	NEUROSURGICAL DURAL REPAIR	8/31/2020	Yes
867	Seton Medical Center	INTEGRA LIFESCIENCES CORPORATION	LAPAROSCOPIC SURGICAL INSTRUMENTS	1/31/2019	Yes
868	Seton Medical Center	INTEGRA LIFESCIENCES CORPORATION	SURGICAL INSTRUMENTS	1/31/2019	Yes
869	Seton Medical Center	INTEGRA LIFESCIENCES CORPORATION	NEUROSURGICAL DURAL REPAIR	8/31/2020	Yes
870	Seton Medical Center	INTEGRA LIFESCIENCES CORPORATION	LAPAROSCOPIC SURGICAL INSTRUMENTS	1/31/2019	Yes
871	Seton Medical Center	INTEGRA LIFESCIENCES CORPORATION	SURGICAL INSTRUMENTS	1/31/2019	Yes
872	Seton Medical Center	INTEGRATED HEALING TECHNOLOGIES LLC	NEG PRESSURE WOUND THERAPY	5/31/2019	Yes
873	Seton Medical Center	INTEGRATED HEALING TECHNOLOGIES LLC	NEG PRESSURE WOUND THERAPY	5/31/2019	Yes
874	Seton Medical Center	INTEGRATED MEDICAL SYSTEMS INTERNATIONAL	SURGICAL INST AND SCOPE REPAIR	1/31/2019	Yes
875	Seton Medical Center	INTEGRATED MEDICAL SYSTEMS INTERNATIONAL	SURGICAL INST AND SCOPE REPAIR	1/31/2019	Yes
876	Seton Medical Center	INTERMETRO INDUSTRIES CORP	MODULAR CASEWORK, STORAGE SYS	6/30/2021	Yes
877	Seton Medical Center	INTERMETRO INDUSTRIES CORP	MODULAR CASEWORK, STORAGE SYS	6/30/2021	Yes
878	Seton Medical Center	INTERSURGICAL, INC.	NON-INFLATABLE SUPRAGLOTTIC	3/31/2019	Yes
879	Seton Medical Center	INTERSURGICAL, INC.	NON-INFLATABLE SUPRAGLOTTIC	3/31/2019	Yes
880	Seton Medical Center	INVUITY INC	ADVANCED INTRACAVITY	10/31/2020	Yes
881	Seton Medical Center	INVUITY INC	ADVANCED INTRACAVITY	10/31/2020	Yes
882	Seton Medical Center	ION, LLC	SERVICES-PROFESSIONAL	8/31/2015	Yes
883	Seton Medical Center	Itani, Shaker MD	INFECTIOUS DISEASE (REQUIRED)	1/0/1900	Yes
884	Seton Medical Center	IRB MANAGEMENT, INC.	SERVICES-CONSULTING	4/30/2020	Yes
885	Seton Medical Center	JADE HEALTH PLAN	ANCILLARY SERVICES AGREEMENT	Evergreen	Yes
886	Seton Medical Center	JADE HEALTHCARE MEDICAL GROUP	HOSPITAL SERVICE AGREEMENT	Evergreen	Yes
887	Seton Medical Center	JAMES M. FEENEY, MD AND DAVID A. VAUGHN, MD, A CALIFORNIA PARTNERSHIP	LEASE-AS LANDLORD	7/30/2019	Yes
888	Seton Medical Center	JEFFER MANGELS BUTLER & MITCHELL LLP	SERVICES-LEGAL	12/14/2015	Yes
889	Seton Medical Center	JOHN LAI AND KEVIN WONG, MEDICAL CORPORATION	LEASE-AS LANDLORD	6/30/2017	Yes
890	Seton Medical Center	JOHN O. MISSIRIAN AND RICHARD C. SHERWOOD	LEASE-AS LANDLORD	1/31/2019	Yes
891	Seton Medical Center	JOHN W. WILSON, MD, INC.	LEASE-AS LANDLORD	6/30/2017	Yes
892	Seton Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	LOW TEMPERATURE STERILIZATION	2/28/2021	Yes
893	Seton Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	HIGH LEVEL DISINFECTANTS	4/30/2020	Yes
894	Seton Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	ANTI-INFECTION SITE DRESSING	7/31/2020	Yes
895	Seton Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	SURGICAL INCONTINENCE PRODUCTS	2/28/2019	Yes
896	Seton Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	SURGICAL MESH PRODUCTS	9/30/2019	Yes
897	Seton Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	SYNTHETIC BIOABSORBABLE MESH	9/30/2019	Yes
898	Seton Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	KNOTLESS TISSUE CLOSURE DEVICE	3/31/2021	Yes
899	Seton Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	SURGICAL ENERGY PRODUCTS	3/31/2021	Yes
900	Seton Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	WOUND DRAINAGE PRODUCTS	5/31/2019	Yes
901	Seton Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	LOW TEMPERATURE STERILIZATION	2/28/2021	Yes
902	Seton Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	HIGH LEVEL DISINFECTANTS	4/30/2020	Yes
903	Seton Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	ANTI-INFECTION SITE DRESSING	7/31/2020	Yes
904	Seton Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	SURGICAL INCONTINENCE PRODUCTS	2/28/2019	Yes
905	Seton Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	SURGICAL MESH PRODUCTS	9/30/2019	Yes
906	Seton Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	SYNTHETIC BIOABSORBABLE MESH	9/30/2019	Yes
907	Seton Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	KNOTLESS TISSUE CLOSURE DEVICE	3/31/2021	Yes
908	Seton Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	SURGICAL ENERGY PRODUCTS	3/31/2021	Yes
909	Seton Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	WOUND DRAINAGE PRODUCTS	5/31/2019	Yes
910	Seton Medical Center	KARL STORZ ENDOSCOPY AMERICA INC	LAPAROSCOPIC SURGICAL INSTRUMENTS	1/31/2019	Yes
911	Seton Medical Center	KARL STORZ ENDOSCOPY AMERICA INC	SURGICAL ENDOSCOPY - RIGID	12/31/2020	Yes
912	Seton Medical Center	KARL STORZ ENDOSCOPY AMERICA INC	LAPAROSCOPIC SURGICAL INSTRUMENTS	1/31/2019	Yes
913	Seton Medical Center	KARL STORZ ENDOSCOPY AMERICA INC	SURGICAL ENDOSCOPY - RIGID	12/31/2020	Yes
914	Seton Medical Center	KCI USA INC	SKIN INTEGRITY: WOUND CARE	3/31/2020	Yes
915	Seton Medical Center	KCI USA INC	NEG PRESSURE WOUND THERAPY	9/30/2019	Yes
916	Seton Medical Center	KCI USA INC	SKIN INTEGRITY: WOUND CARE	3/31/2020	Yes
917	Seton Medical Center	KCI USA INC	NEG PRESSURE WOUND THERAPY	9/30/2019	Yes
918	Seton Medical Center	KCI USA, INC.	EQUIPMENT EVALUATION AGREEMENT	8/31/2015	Yes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
919	Seton Medical Center	KENTEC MEDICAL INC	OBSTETRICAL MONITORING DEVICES	8/31/2020	Yes
920	Seton Medical Center	KENTEC MEDICAL INC	OBSTETRICAL MONITORING DEVICES	8/31/2020	Yes
921	Seton Medical Center	KEY SURGICAL INC	INSTRUMENT CLEANERS AND ENZYMATICS	9/30/2019	Yes
922	Seton Medical Center	KEY SURGICAL INC	INSTRUMENT CLEANERS AND ENZYMATICS	9/30/2019	Yes
923	Seton Medical Center	KIM, LESLIE MD	CALL COVERAGE FOR ORTHOPEDIC SURGERY	8/31/2020	Yes
924	Seton Medical Center	KINAMED, INC.	CONSIGNMENT AGREEMENT	12/31/2015	Yes
925	Seton Medical Center	KINDRED HOSPICE	SERVICES-PROFESSIONAL	1/28/2020	Yes
926	Seton Medical Center	KINI, DIVYA R. MD, INC.	LEASE-AS LANDLORD	3/31/2018	Yes
927	Seton Medical Center	KJ'S CAFE A LA CARTE, INC.	SERVICES-CATERING	3/31/2019	Yes
928	Seton Medical Center	KLS MARTIN LP	MAXILLOFACIAL PLATING SYSTEMS	10/31/2019	Yes
929	Seton Medical Center	KLS MARTIN LP	MAXILLOFACIAL PLATING SYSTEMS	10/31/2019	Yes
930	Seton Medical Center	KOCH FILTER CORPORATION	AIR FILTRATION PRODUCTS	8/31/2021	Yes
931	Seton Medical Center	KOCH FILTER CORPORATION	AIR FILTRATION PRODUCTS	8/31/2021	Yes
932	Seton Medical Center	KOCIENSKI, DALE MD	LEASE-AS LANDLORD	6/30/2019	Yes
933	Seton Medical Center	KOFFLER ELECTRICAL MECHANICAL APPARATUS REPAIR, INC.	CONSTRUCTION	4/23/2019	Yes
934	Seton Medical Center	KOFFLER ELECTRICAL MECHANICAL APPARATUS REPAIR, INC.	CONSTRUCTION	4/23/2019	Yes
935	Seton Medical Center	KONE, INC.	SERVICES-EQUIPMENT MAINTENANCE	5/31/2022	Yes
936	Seton Medical Center	KRIS OKUMU, OKUMU M.D., INC	LEASE-AS LANDLORD	6/19/2018	Yes
937	Seton Medical Center	KRIS OKUMU, OKUMU M.D., INC	CALL COVERAGE FOR ORTHOPEDIC SURGERY	8/31/2019	Yes
938	Seton Medical Center	KRIS OKUMU, OKUMU M.D., INC	RECRUITMENT LOAN AGREEMENT	4/30/2020	Yes
939	Seton Medical Center	KUTZSCHER, BERND, M.D.	LEASE-AS LANDLORD	12/31/2017	Yes
940	Seton Medical Center	KUTZSCHER, BERND, M.D.	CALL COVERAGE FOR OPHTHALMOLOGY	12/31/2020	Yes
941	Seton Medical Center	LABORATORY ENVIRONMENT SUPPORT SYSTEMS	REPROCESSED DISPOSABLES	2/28/2019	Yes
942	Seton Medical Center	LABORATORY ENVIRONMENT SUPPORT SYSTEMS	REPROCESSED DISPOSABLES	2/28/2019	Yes
943	Seton Medical Center	LAKESIDE MANUFACTURING INC	STAINLESS STEEL EQUIPMENT	6/30/2021	Yes
944	Seton Medical Center	LAKESIDE MANUFACTURING INC	STAINLESS STEEL EQUIPMENT	6/30/2021	Yes
945	Seton Medical Center	LARRATT BROS. PLUMBING	PROFESSIONAL AND ADMINISTRATIVE SERVICES AND EQUIPMENT LEASE AGREEMENT	4/20/2019	Yes
946	Seton Medical Center	LEE, DAMON MD	LEASE-AS LANDLORD	1/31/2019	Yes
947	Seton Medical Center	LEICA MICROSYSTEMS INC	HISTOLOGY AND CYTOLOGY	3/31/2021	Yes
948	Seton Medical Center	LEICA MICROSYSTEMS INC	HISTOLOGY AND CYTOLOGY	3/31/2021	Yes
949	Seton Medical Center	LHMS DCHS CBS	BUSINESS ASSOCIATE AGREEMENT	Evergreen	Yes
950	Seton Medical Center	LIBERTY FIRE SYSTEMS	PROFESSIONAL AND ADMINISTRATIVE SERVICES AND EQUIPMENT LEASE AGREEMENT	1/18/2020	Yes
951	Seton Medical Center	LIBERTY FIRE SYSTEMS	PROFESSIONAL AND ADMINISTRATIVE SERVICES AND EQUIPMENT LEASE AGREEMENT	1/18/2020	Yes
952	Seton Medical Center	LIFENET HEALTH	BONE AND BONE SUBSTITUTE PRODS	6/30/2021	Yes
953	Seton Medical Center	LIFENET HEALTH	TISSUE IMPLANTABLE PRODUCTS	6/30/2021	Yes
954	Seton Medical Center	LIFENET HEALTH	BONE AND BONE SUBSTITUTE PRODS	6/30/2021	Yes
955	Seton Medical Center	LIFENET HEALTH	TISSUE IMPLANTABLE PRODUCTS	6/30/2021	Yes
956	Seton Medical Center	LIU, TING TING, MD	CALL COVERAGE FOR OPHTHALMOLOGY	12/31/2019	Yes
957	Seton Medical Center	LIVANOVA USA INC	PERFUSION PRODUCTS	1/31/2021	Yes
958	Seton Medical Center	LIVANOVA USA INC	HEART VALVE PRODUCTS	6/30/2019	Yes
959	Seton Medical Center	LIVANOVA USA INC	PERFUSION PRODUCTS	1/31/2021	Yes
960	Seton Medical Center	LIVANOVA USA INC	HEART VALVE PRODUCTS	6/30/2019	Yes
961	Seton Medical Center	LIVANTA LLC	MEMORANDUM OF UNDERSTANDING	8/4/2019	Yes
962	Seton Medical Center	LO, EDDIE MD	CALL COVERAGE FOR ORTHOPEDIC SURGERY	6/30/2020	Yes
963	Seton Medical Center	LOGIQUIP	HIGH DENSITY MOBILE STORAGE	6/30/2021	Yes
964	Seton Medical Center	LOGIQUIP	HIGH DENSITY MOBILE STORAGE	6/30/2021	Yes
965	Seton Medical Center	LONGAR, SUSAN MD	CALL COVERAGE FOR OPHTHALMOLOGY	12/31/2020	Yes
966	Seton Medical Center	LUMINA HEALTHCARE, LLC	PROVIDE DENTAL SERVICES TO LONG TERM CARE RESIDENTS AT SETON COASTSIDE.	12/31/2020	Yes
967	Seton Medical Center	LUMINEX CORPORATION	MOLECULAR RAPID QUALITIVE	9/30/2020	Yes
968	Seton Medical Center	LUMINEX CORPORATION	MOLECULAR RAPID QUALITIVE	9/30/2020	Yes
969	Seton Medical Center	MACRO HELIX LLC	LICENSE-SOFTWARE	5/15/2022	Yes
970	Seton Medical Center	MAQUET MEDICAL SYSTEMS USA	SURGICAL MESH PRODUCTS	6/30/2022	Yes
971	Seton Medical Center	MAQUET MEDICAL SYSTEMS USA	CHEST DRAINAGE PRODUCTS	2/28/2021	Yes
972	Seton Medical Center	MAQUET MEDICAL SYSTEMS USA	INTRA-AORTIC BALLOON CATHETERS	10/31/2020	Yes
973	Seton Medical Center	MAQUET MEDICAL SYSTEMS USA	VASCULAR GRAFTS	3/31/2020	Yes
974	Seton Medical Center	MAQUET MEDICAL SYSTEMS USA	OPEN HEART DISPOSABLE SUPPLIES	10/12/2020	Yes
975	Seton Medical Center	MAQUET MEDICAL SYSTEMS USA	ENDOVASCULAR VEIN HARVESTING	10/31/2020	Yes
976	Seton Medical Center	MAQUET MEDICAL SYSTEMS USA	BRONCHIAL TRACHEAL STENTS	5/31/2019	Yes
977	Seton Medical Center	MAQUET MEDICAL SYSTEMS USA	SURGICAL MESH PRODUCTS	6/30/2022	Yes
978	Seton Medical Center	MAQUET MEDICAL SYSTEMS USA	CHEST DRAINAGE PRODUCTS	2/28/2021	Yes
979	Seton Medical Center	MAQUET MEDICAL SYSTEMS USA	INTRA-AORTIC BALLOON CATHETERS	10/31/2020	Yes
980	Seton Medical Center	MAQUET MEDICAL SYSTEMS USA	VASCULAR GRAFTS	3/31/2020	Yes
981	Seton Medical Center	MAQUET MEDICAL SYSTEMS USA	OPEN HEART DISPOSABLE SUPPLIES	10/12/2020	Yes
982	Seton Medical Center	MAQUET MEDICAL SYSTEMS USA	ENDOVASCULAR VEIN HARVESTING	10/31/2020	Yes
983	Seton Medical Center	MAQUET MEDICAL SYSTEMS USA	BRONCHIAL TRACHEAL STENTS	5/31/2019	Yes
984	Seton Medical Center	MARPAC INC	ENDO TUBES AND RELATED PRODUCTS	12/31/2018	Yes

Exhibit A: Executory Contracts and Unexpired Leases Designated by Steward Global Asset Management, LLC ("SGM") to Be Assumed by St. Vincent Medical Center, St. Vincent Dialysis Center, Inc., Seton Medical Center & St. Francis Medical Center) (C)

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
985	Seton Medical Center	MARPAC INC	ENDO TUBES AND RELATED PRODUCTS	12/31/2018	Yes
986	Seton Medical Center	MASIMO CORPORATION	PULSE OXIMETRY AND CAPNOGRAPHY	4/30/2021	Yes
987	Seton Medical Center	MASIMO CORPORATION	PULSE OXIMETRY AND CAPNOGRAPHY	4/30/2021	Yes
988	Seton Medical Center	MATRIX HG, INC	PROFESSIONAL AND ADMINISTRATIVE SERVICES AND EQUIPMENT LEASE AGREEMENT	4/23/2019	Yes
989	Seton Medical Center	MAXIM HEALTHCARE SERVICES, INC. DBA MAXIM STAFFING SOLUTIONS	SERVICES-STAFFING	12/31/2018	Yes
990	Seton Medical Center	MATRIX HG, INC	PROFESSIONAL AND ADMINISTRATIVE SERVICES AND EQUIPMENT LEASE AGREEMENT	4/23/2019	Yes
991	Seton Medical Center	MCCORMACK, BRUCE MD	CALL COVERAGE FOR NEUROSURGERY	6/30/2020	Yes
992	Seton Medical Center	MCNAMARA, JOHN MD	CALL COVERAGE FOR OPHTHALMOLOGY	12/31/2020	Yes
993	Seton Medical Center	MD RANGER, INC.	SERVICES-CONSULTING	1/15/2020	Yes
994	Seton Medical Center	MDM COMMERCIAL ENTERPRISES INC	APPLIANCES AND RELATED PRODUCT	5/31/2021	Yes
995	Seton Medical Center	MDM COMMERCIAL ENTERPRISES INC	APPLIANCES AND RELATED PRODUCT	5/31/2021	Yes
996	Seton Medical Center	MEDACTA USA INC	ORTHOPEDIC TOTAL JOINT IMPLANTS	5/31/2019	Yes
997	Seton Medical Center	MEDACTA USA INC	ORTHOPEDIC TOTAL JOINT IMPLANTS	5/31/2019	Yes
998	Seton Medical Center	MEDCOMP	DIALYSIS PRODUCTS	10/31/2020	Yes
999	Seton Medical Center	MEDCOMP	DIALYSIS PRODUCTS	10/31/2020	Yes
1000	Seton Medical Center	MEDELA BREASTFEEDING DIV	BREAST PUMPS AND ACCESSORIES	3/31/2020	Yes
1001	Seton Medical Center	MEDELA BREASTFEEDING DIV	BREAST PUMPS AND ACCESSORIES	3/31/2020	Yes
1002	Seton Medical Center	MEDICAL ACTION INDUSTRIES	IV SITE MANAGEMENT	12/31/2019	Yes
1003	Seton Medical Center	MEDICAL ACTION INDUSTRIES	IV SITE MANAGEMENT	12/31/2019	Yes
1004	Seton Medical Center	MEDICAL AUDIT AND MANAGEMENT, INC. (MAAM)	PROVIDER AGREEMENT	2/1/2019	Yes
1005	Seton Medical Center	MEDICAL CHEMICAL CORP	HISTOLOGY AND CYTOLOGY	12/27/2018	Yes
1006	Seton Medical Center	MEDICAL CHEMICAL CORP	HISTOLOGY AND CYTOLOGY	12/27/2018	Yes
1007	Seton Medical Center	MEDICAL INFORMATION TECHNOLOGY, INC. (MEDITECH)	LICENSE-SOFTWARE	11/28/2019	Yes
1008	Seton Medical Center	MEDICAL OPTICS INC	SURGICAL INST AND SCOPE REPAIR	1/31/2019	Yes
1009	Seton Medical Center	MEDICAL OPTICS INC	SURGICAL INST AND SCOPE REPAIR	1/31/2019	Yes
1010	Seton Medical Center	Medical Physics Consulting	CONSULTING FOR PHYSICISTS PER REGULATIONS	1/0/1900	No
1011	Seton Medical Center	MEDIVATORS INC	AUTO ENDOSCOPIC REPROCESSOR	2/28/2021	Yes
1012	Seton Medical Center	MEDIVATORS INC	AUTO ENDOSCOPIC REPROCESSOR	2/28/2021	Yes
1013	Seton Medical Center	MEDLINE INDUSTRIES INC	BREAST PUMP AND ACCESSORIES	10/31/2020	Yes
1014	Seton Medical Center	MEDLINE INDUSTRIES INC	ENDO TUBES AND RELATED PROD -ANCHOR FAST	12/31/2018	Yes
1015	Seton Medical Center	MEDLINE INDUSTRIES INC	EXAM GLOVES	4/30/2019	Yes
1016	Seton Medical Center	MEDLINE INDUSTRIES INC	MEDICAL NUTRITION PRODUCTS 10+CS BRACKET	7/31/2020	Yes
1017	Seton Medical Center	MEDLINE INDUSTRIES INC	CAN LINERS	7/31/2020	Yes
1018	Seton Medical Center	MEDLINE INDUSTRIES INC	CONTRACT MEDIA BARIUM	12/31/2020	Yes
1019	Seton Medical Center	MEDLINE INDUSTRIES INC	LABELS ID BANDS RELATED PRODS	1/31/2019	Yes
1020	Seton Medical Center	MEDLINE INDUSTRIES INC	STERILIZATION ASSURANCE	9/30/2019	Yes
1021	Seton Medical Center	MEDLINE INDUSTRIES INC	INSTRUMENT CLEANERS ENZYMATICS	9/30/2019	Yes
1022	Seton Medical Center	MEDLINE INDUSTRIES INC	POST MORTEM EQUIP AND SUPPLIES	6/30/2020	Yes
1023	Seton Medical Center	MEDLINE INDUSTRIES INC	CHART PAPER AND RELATED PRODUCTS	8/31/2020	Yes
1024	Seton Medical Center	MEDLINE INDUSTRIES INC	TAPE PRODUCTS	1/31/2020	Yes
1025	Seton Medical Center	MEDLINE INDUSTRIES INC	SHARPS DISPOSABLE CONTAINERS	4/30/2020	Yes
1026	Seton Medical Center	MEDLINE INDUSTRIES INC	SKIN INTEGRITY: WOUND CARE	3/31/2020	Yes
1027	Seton Medical Center	MEDLINE INDUSTRIES INC	HIGH LEVEL DISINFECTANTS	4/30/2020	Yes
1028	Seton Medical Center	MEDLINE INDUSTRIES INC	ELECTRONIC THERMOMETRY	5/31/2020	Yes
1029	Seton Medical Center	MEDLINE INDUSTRIES INC	BLADDER SCANNERS	5/31/2020	Yes
1030	Seton Medical Center	MEDLINE INDUSTRIES INC	CENTRAL VENOUS ACCESS RODUCTS	6/30/2020	Yes
1031	Seton Medical Center	MEDLINE INDUSTRIES INC	CHLOROHEXADINE GLUCONATE (CHG)	7/31/2020	Yes
1032	Seton Medical Center	MEDLINE INDUSTRIES INC	DISPOSABLE LABOR AND DELIVERY	8/31/2020	Yes
1033	Seton Medical Center	MEDLINE INDUSTRIES INC	SOAPS LOTIONS WATERLESS RINSES	9/30/2020	Yes
1034	Seton Medical Center	MEDLINE INDUSTRIES INC	NEONATAL DEVELOPMENTAL PRODUCT	10/31/2020	Yes
1035	Seton Medical Center	MEDLINE INDUSTRIES INC	ARTERIAL BLOOD GAS KITS	11/30/2020	Yes
1036	Seton Medical Center	MEDLINE INDUSTRIES INC	SAFETY HUBER NEEDLES	2/28/2021	Yes
1037	Seton Medical Center	MEDLINE INDUSTRIES INC	MOBILITY AIDS	7/31/2021	Yes
1038	Seton Medical Center	MEDLINE INDUSTRIES INC	PERSONAL CARE KITS	7/31/2021	Yes
1039	Seton Medical Center	MEDLINE INDUSTRIES INC	CLOSED VENTILATION SUCTION	10/31/2018	Yes
1040	Seton Medical Center	MEDLINE INDUSTRIES INC	VCT ANTI-EMBOLISM STOCKINGS	11/30/2021	Yes
1041	Seton Medical Center	MEDLINE INDUSTRIES INC	RESPIRATORY THERAPY PRODUCTS	10/31/2018	Yes
1042	Seton Medical Center	MEDLINE INDUSTRIES INC	BEDSIDE PROCEDURE TRAYS	1/31/2019	Yes
1043	Seton Medical Center	MEDLINE INDUSTRIES INC	SUTURE REMOVAL LACERATION TRAY	1/31/2019	Yes
1044	Seton Medical Center	MEDLINE INDUSTRIES INC	SKIN BREAKDOWN PREVENTION	6/30/2019	Yes
1045	Seton Medical Center	MEDLINE INDUSTRIES INC	ORAL CARE	7/31/2019	Yes
1046	Seton Medical Center	MEDLINE INDUSTRIES INC	SAFETY HYPODERMIC PRODUCTS	9/30/2019	Yes
1047	Seton Medical Center	MEDLINE INDUSTRIES INC	STANDARD HYPODERMIC PRODUCTS	9/30/2019	Yes
1048	Seton Medical Center	MEDLINE INDUSTRIES INC	BANDAGES, DRESSINGS AND GAUZE	10/30/2019	Yes
1049	Seton Medical Center	MEDLINE INDUSTRIES INC	ADHESIVE SKIN CLSOURES	1/31/2020	Yes

Exhibit A: Executory Contracts and Unexpired Leases Designated by Strategic Global Asset Management, Inc. (SGM) to be Assumed by St. Vincent Medical Center, St. Vincent Dialysis Center, Inc., Seton Medical Center & St. Francis Medical Center) (C)

(Corresponds to Exhibit A (Parts 1 to 3) Attached to the Cure Notice Filed on March 5, 2019 - Doc# 1704)

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
1050	Seton Medical Center	MEDLINE INDUSTRIES INC	INFANT DIAPERS AND PRODUCTS	12/31/2019	Yes
1051	Seton Medical Center	MEDLINE INDUSTRIES INC	ENTEROSTOMAL THERAPY PRODUCTS	12/31/2019	Yes
1052	Seton Medical Center	MEDLINE INDUSTRIES INC	TRANSPARENT DRESSINGS	1/31/2020	Yes
1053	Seton Medical Center	MEDLINE INDUSTRIES INC	COHESIVE BANDAGES	1/31/2020	Yes
1054	Seton Medical Center	MEDLINE INDUSTRIES INC	ENDO TUBES AND RELATED PRODUCTS	12/31/2018	Yes
1055	Seton Medical Center	MEDLINE INDUSTRIES INC	TEMPERATURE MONITORING PRODUCTS	12/31/2018	Yes
1056	Seton Medical Center	MEDLINE INDUSTRIES INC	REGIONAL ANESTHESIA TRAYS	1/31/2019	Yes
1057	Seton Medical Center	MEDLINE INDUSTRIES INC	PATIENT PREP CLIPPERS BLADES	1/31/2019	Yes
1058	Seton Medical Center	MEDLINE INDUSTRIES INC	OR EQUIPMENT DRAPES	3/31/2019	Yes
1059	Seton Medical Center	MEDLINE INDUSTRIES INC	SURGICAL PATIENT PREP PRODUCTS	3/31/2019	Yes
1060	Seton Medical Center	MEDLINE INDUSTRIES INC	SMOKE EVACUATION SYSTEMS	8/31/2019	Yes
1061	Seton Medical Center	MEDLINE INDUSTRIES INC	SURGICAL BLADES	9/30/2019	Yes
1062	Seton Medical Center	MEDLINE INDUSTRIES INC	SURGICAL AUTOMATIC TOURNIQUET	10/31/2019	Yes
1063	Seton Medical Center	MEDLINE INDUSTRIES INC	SURGICAL AND ISOLATION MASKS	12/31/2019	Yes
1064	Seton Medical Center	MEDLINE INDUSTRIES INC	CASTING AND SPLINTING SUPPLIES	10/31/2019	Yes
1065	Seton Medical Center	MEDLINE INDUSTRIES INC	PAIN MGMT LOCAL ANESTHETIC	5/31/2020	Yes
1066	Seton Medical Center	MEDLINE INDUSTRIES INC	LARYNGEAL MASK AIRWAYS	7/31/2020	Yes
1067	Seton Medical Center	MEDLINE INDUSTRIES INC	CHEST DRAINAGE PRODUCTS	2/28/2021	Yes
1068	Seton Medical Center	MEDLINE INDUSTRIES INC	SURGICAL HAND PREPS	4/30/2021	Yes
1069	Seton Medical Center	MEDLINE INDUSTRIES INC	TEXTILES (REUSEABLE) AND LAUNDRY SERVICE	11/30/2018	Yes
1070	Seton Medical Center	MEDLINE INDUSTRIES INC	SECUREMENT AND STABLIZATION PRODUCTS	10/30/2019	Yes
1071	Seton Medical Center	MEDLINE INDUSTRIES INC	LAUNDRY PRODUCTS MAINTENANCE	12/31/2018	Yes
1072	Seton Medical Center	MEDLINE INDUSTRIES INC	NEONATAL DEVELOPMENTAL PRODUCT	10/31/2020	Yes
1073	Seton Medical Center	MEDLINE INDUSTRIES INC	SURGEON GLOVES	4/30/2019	Yes
1074	Seton Medical Center	MEDLINE INDUSTRIES INC	DOCUMENTATION SOLUTION SYSTEMS	12/31/2018	Yes
1075	Seton Medical Center	MEDLINE INDUSTRIES INC	DISPOSABLE VAGINAL SPECULUMS	6/30/2019	Yes
1076	Seton Medical Center	MEDLINE INDUSTRIES INC	THROMBECTOMY PRODUCTS	10/31/2018	Yes
1077	Seton Medical Center	MEDLINE INDUSTRIES INC	EXTERNAL DEFIBRILLATORS	5/31/2019	Yes
1078	Seton Medical Center	MEDLINE INDUSTRIES INC	NON-INVASIVE CARDIOLOGY EQUIP	5/31/2021	Yes
1079	Seton Medical Center	MEDLINE INDUSTRIES INC	MEDICAL NUTRITIONAL PRODUCTS	7/31/2020	Yes
1080	Seton Medical Center	MEDLINE INDUSTRIES INC	FEEDING PUMPS DEVICES SETS	7/31/2021	Yes
1081	Seton Medical Center	MEDLINE INDUSTRIES INC	REUSABLE TEXTILES AND SERVICES	11/30/2018	Yes
1082	Seton Medical Center	MEDLINE INDUSTRIES INC	PAPER TOWLS AND TISSUES	9/30/2019	Yes
1083	Seton Medical Center	MEDLINE INDUSTRIES INC	INFUSION DEVICES	1/31/2020	Yes
1084	Seton Medical Center	MEDLINE INDUSTRIES INC	INFUSION SETS	1/31/2020	Yes
1085	Seton Medical Center	MEDLINE INDUSTRIES INC	IV FLUIDS, BAG BASED DRUG	1/30/2020	Yes
1086	Seton Medical Center	MEDLINE INDUSTRIES INC	IV FLUIDS, BAG BASED DRUG	1/31/2020	Yes
1087	Seton Medical Center	MEDLINE INDUSTRIES INC	PHARMACY COMPOUNDING EQUIPMENT	1/31/2020	Yes
1088	Seton Medical Center	MEDLINE INDUSTRIES INC	NEEDLELESS CONNECTORS	1/31/2025	Yes
1089	Seton Medical Center	MEDLINE INDUSTRIES INC	BLOOD GLUCOSE METERS, REAGENTS	3/31/2021	Yes
1090	Seton Medical Center	MEDLINE INDUSTRIES INC	CRIBS, BASSINETS, YOUTH BEDS	3/31/2019	Yes
1091	Seton Medical Center	MEDLINE INDUSTRIES INC	INSTRUMENT CONTAINERS	1/31/2019	Yes
1092	Seton Medical Center	MEDLINE INDUSTRIES INC	POLYSOMNOGRAPHY NEUROLOGICAL	4/30/2019	Yes
1093	Seton Medical Center	MEDLINE INDUSTRIES INC	STERILIZATION POUCHES	9/30/2019	Yes
1094	Seton Medical Center	MEDLINE INDUSTRIES INC	AUTO ENDOSCOPIC REPROCESSOR	2/28/2021	Yes
1095	Seton Medical Center	MEDLINE INDUSTRIES INC	LOW TEMPERATURE STERILIZATION	2/28/2021	Yes
1096	Seton Medical Center	MEDLINE INDUSTRIES INC	STEAM STERILIZERS	2/28/2021	Yes
1097	Seton Medical Center	MEDLINE INDUSTRIES INC	WASHERS AND DECONTAMINATORS	2/28/2021	Yes
1098	Seton Medical Center	MEDLINE INDUSTRIES INC	PULSE OXIMETRY AND CAPNOGRAPHY	4/30/2021	Yes
1099	Seton Medical Center	MEDLINE INDUSTRIES INC	STAINLESS STEEL EQUIPMENT	6/30/2021	Yes
1100	Seton Medical Center	MEDLINE INDUSTRIES INC	SKIN INTEGRITY: SKIN CLENSER	3/31/2020	Yes
1101	Seton Medical Center	MEDLINE INDUSTRIES INC	SKIN INTEGRITY: COMP WRAPS	3/31/2020	Yes
1102	Seton Medical Center	MEDLINE INDUSTRIES INC	INTERMEDIATE LEVEL DISINFECTANT WIPES	4/30/2020	Yes
1103	Seton Medical Center	MEDLINE INDUSTRIES INC	INTERMEDIATE LEVEL WIPES	4/30/2020	Yes
1104	Seton Medical Center	MEDLINE INDUSTRIES INC	BREAST PUMPS AND ACCESSORIES	3/31/2020	Yes
1105	Seton Medical Center	MEDLINE INDUSTRIES INC	PATIENT BEDSIDE PRODUCTS	6/30/2020	Yes
1106	Seton Medical Center	MEDLINE INDUSTRIES INC	HEMODYNAMIC MONITORING PRODUCT	6/30/2020	Yes
1107	Seton Medical Center	MEDLINE INDUSTRIES INC	EXAM TABLE PAPER	6/30/2020	Yes
1108	Seton Medical Center	MEDLINE INDUSTRIES INC	CHLORHEXIDINE GLUCONATE (CHG)	7/31/2020	Yes
1109	Seton Medical Center	MEDLINE INDUSTRIES INC	ANTI-INFECTION SITE DRESSING	7/31/2020	Yes
1110	Seton Medical Center	MEDLINE INDUSTRIES INC	RESTRAINTS AND FALL PREVENTION	7/31/2020	Yes
1111	Seton Medical Center	MEDLINE INDUSTRIES INC	OBSTETRICAL MONITORING DEVICES	8/31/2020	Yes
1112	Seton Medical Center	MEDLINE INDUSTRIES INC	CATHETER TUBE SECUREMENT	8/31/2020	Yes
1113	Seton Medical Center	MEDLINE INDUSTRIES INC	ECG ELECTRODES, CABLES, LEADS	9/30/2020	Yes
1114	Seton Medical Center	MEDLINE INDUSTRIES INC	DIALYSIS PRODUCTS	10/31/2020	Yes
1115	Seton Medical Center	MEDLINE INDUSTRIES INC	PATIENT TEMPERATURE PRODUCTS	12/31/2020	Yes
1116	Seton Medical Center	MEDLINE INDUSTRIES INC	AUDITORY AND VISUAL EXAM	4/30/2021	Yes
1117	Seton Medical Center	MEDLINE INDUSTRIES INC	SUCTION CANISTERS YANKAUERS	10/31/2018	Yes
1118	Seton Medical Center	MEDLINE INDUSTRIES INC	DISPOSABLE NON-STERILE APPAREL	11/30/2021	Yes
1119	Seton Medical Center	MEDLINE INDUSTRIES INC	DISPOSABLE NON STERILE APPAREL	11/30/2018	Yes
1120	Seton Medical Center	MEDLINE INDUSTRIES INC	ACTIVE HUMIDIFICATION DEVICES	10/31/2021	Yes
1121	Seton Medical Center	MEDLINE INDUSTRIES INC	GENERAL UROLOGICAL PRODUCTS	2/28/2019	Yes

Exhibit A: Executory Contracts and Unexpired Leases Designated by Strategic Global Asset Management, Inc. (SGM) to be Assumed (St. Vincent Medical Center, St. Vincent Dialysis Center, Inc., Seton Medical Center & St. Francis Medical Center) (C)

(Corresponds to Exhibit A (Parts 1 to 3) Attached to the Cure Notice Filed on March 5, 2019 - Doc# 1704)

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
1122	Seton Medical Center	MEDLINE INDUSTRIES INC	GENERAL UROLOGIC PRODUCTS	2/28/2019	Yes
1123	Seton Medical Center	MEDLINE INDUSTRIES INC	PATIENT CLESING SKIN CARE	5/31/2019	Yes
1124	Seton Medical Center	MEDLINE INDUSTRIES INC	DISINFECTION CAPS	8/31/2019	Yes
112S	Seton Medical Center	MEDLINE INDUSTRIES INC	SAFETY IV CATHETERS	9/30/2019	Yes
1126	Seton Medical Center	MEDLINE INDUSTRIES INC	STANDARD HYPODERMIC NEEDLES	9/30/2019	Yes
1127	Seton Medical Center	MEDLINE INDUSTRIES INC	BANDAGES, DRESSINGS AND GAUZE	10/30/2019	Yes
1128	Seton Medical Center	MEDLINE INDUSTRIES INC	HOT AND COLD PACKS	11/30/2019	Yes
1129	Seton Medical Center	MEDLINE INDUSTRIES INC	IV SITE MANAGEMENT	12/31/2019	Yes
1130	Seton Medical Center	MEDLINE INDUSTRIES INC	ENTEROSTOMAL THERAPY PRODUCTS	3/31/2020	Yes
1131	Seton Medical Center	MEDLINE INDUSTRIES INC	TRACHEOSTOMY TUBES	9/30/2021	Yes
1132	Seton Medical Center	MEDLINE INDUSTRIES INC	SURGICAL INSTRUMENTS	1/31/2019	Yes
1133	Seton Medical Center	MEDLINE INDUSTRIES INC	INCISE DRAPES	9/30/2019	Yes
1134	Seton Medical Center	MEDLINE INDUSTRIES INC	STERILE PACKS AND GOWNS	12/31/2019	Yes
1135	Seton Medical Center	MEDLINE INDUSTRIES INC	ARTHROSCOPY FLUID WASTE MGMT	2/29/2020	Yes
1136	Seton Medical Center	MEDLINE INDUSTRIES INC	LAP SPONGES AND OR TOWEL	5/31/2020	Yes
1137	Seton Medical Center	MEDLINE INDUSTRIES INC	LAP SPONGES AND OR TOWELS	5/31/2020	Yes
1138	Seton Medical Center	MEDLINE INDUSTRIES INC	OPHTHALMOLOGY PRODUCTS	6/30/2020	Yes
1139	Seton Medical Center	MEDLINE INDUSTRIES INC	DISPOSABLE ANESTHESIA PRODUCTS	7/31/2020	Yes
1140	Seton Medical Center	MEDLINE INDUSTRIES INC	LARYNGOSCOPE SYSTEMS	7/31/2020	Yes
1141	Seton Medical Center	MEDLINE INDUSTRIES INC	KNOTLESS TISSUE CLOSURE DEVICE	3/31/2021	Yes
1142	Seton Medical Center	MEDLINE INDUSTRIES INC	KNOTLESS TISSUE CLOSERE DEVICE	3/31/2021	Yes
1143	Seton Medical Center	MEDLINE INDUSTRIES INC	SURGICAL ENERGY PRODUCTS	3/31/2021	Yes
1144	Seton Medical Center	MEDLINE INDUSTRIES INC	TROCAR PRODUCTS	3/31/2021	Yes
114S	Seton Medical Center	MEDLINE INDUSTRIES INC	SUTURE PRODUCTS	3/31/2021	Yes
1146	Seton Medical Center	MEDLINE INDUSTRIES INC	ENDOMECHANICAL PRODUCTS	3/31/2021	Yes
1147	Seton Medical Center	MEDLINE INDUSTRIES INC	SPECIALTY WOMENS HEALTH SURG	1/31/2021	Yes
1148	Seton Medical Center	MEDLINE INDUSTRIES INC	WOUND DRAINAGE PRODUCTS	7/31/2021	Yes
1149	Seton Medical Center	MEDLINE INDUSTRIES INC	PRESSURE INFUSION BAGS	1/31/2019	Yes
115O	Seton Medical Center	MEDLINE INDUSTRIES INC	ORTHOPEDIC SOFT GOODS	11/30/2021	Yes
1151	Seton Medical Center	MEDLINE INDUSTRIES INC	IV SITE MANAGEMENT	12/31/2019	Yes
1152	Seton Medical Center	MEDLINE INDUSTRIES INC	BLOOD GLUCOSE METERS AND REAGENTS	10/14/2021	Yes
1153	Seton Medical Center	MEDLINE INDUSTRIES INC	COMMODITIES - DISTRIBUTOR LOCAL	7/31/2019	Yes
115S	Seton Medical Center	MEDLINE INDUSTRIES INC	WOUND DRAINAGE PRODUCTS	7/31/2021	Yes
115S	Seton Medical Center	MEDLINE INDUSTRIES INC	CAUTI UROLOGI/INCONTINENCE	5/24/2019	Yes
1156	Seton Medical Center	MEDLINE INDUSTRIES INC	BREAST PUMP AND ACCESSORIES	10/31/2020	Yes
115S7	Seton Medical Center	MEDLINE INDUSTRIES INC	ENDO TUBES AND RELATED PROD -ANCHOR FAST	12/31/2018	Yes
115S8	Seton Medical Center	MEDLINE INDUSTRIES INC	EXAM GLOVES	4/30/2019	Yes
115S9	Seton Medical Center	MEDLINE INDUSTRIES INC	MEDICAL NUTRITION PRODUCTS 10+CS BRACKET	7/31/2020	Yes
1160	Seton Medical Center	MEDLINE INDUSTRIES INC	CAN LINERS	7/31/2020	Yes
1161	Seton Medical Center	MEDLINE INDUSTRIES INC	CONTRACT MEDIA BARIUM	12/31/2020	Yes
1162	Seton Medical Center	MEDLINE INDUSTRIES INC	LABELS ID BANDS RELATED PRODS	1/31/2019	Yes
1163	Seton Medical Center	MEDLINE INDUSTRIES INC	STERILIZATION ASSURANCE	9/30/2019	Yes
1164	Seton Medical Center	MEDLINE INDUSTRIES INC	INSTRUMENT CLEANERS ENZYMATICS	9/30/2019	Yes
116S	Seton Medical Center	MEDLINE INDUSTRIES INC	POST MORTEM EQUIP AND SUPPLIES	6/30/2020	Yes
1166	Seton Medical Center	MEDLINE INDUSTRIES INC	CHART PAPER AND RELATED PRODUCTS	8/31/2020	Yes
1167	Seton Medical Center	MEDLINE INDUSTRIES INC	TAPE PRODUCTS	1/31/2020	Yes
1168	Seton Medical Center	MEDLINE INDUSTRIES INC	SHARPS DISPOSABLE CONTAINERS	4/30/2020	Yes
1169	Seton Medical Center	MEDLINE INDUSTRIES INC	SKIN INTEGRITY: WOUND CARE	3/31/2020	Yes
1170	Seton Medical Center	MEDLINE INDUSTRIES INC	HIGH LEVEL DISINFECTANTS	4/30/2020	Yes
1171	Seton Medical Center	MEDLINE INDUSTRIES INC	ELECTRONIC THERMOMETRY	5/31/2020	Yes
1172	Seton Medical Center	MEDLINE INDUSTRIES INC	BLADDER SCANNERS	5/31/2020	Yes
1173	Seton Medical Center	MEDLINE INDUSTRIES INC	CENTRAL VENOUS ACCESS RODUCTS	6/30/2020	Yes
1174	Seton Medical Center	MEDLINE INDUSTRIES INC	CHLOROHEXADINE GLUCONATE (CHG)	7/31/2020	Yes
117S	Seton Medical Center	MEDLINE INDUSTRIES INC	DISPOSABLE LABOR AND DELIVERY	8/31/2020	Yes
1176	Seton Medical Center	MEDLINE INDUSTRIES INC	SOAPS LOTIONS WATERLESS RINSES	9/30/2020	Yes
1177	Seton Medical Center	MEDLINE INDUSTRIES INC	NEONATAL DEVELOPMENTAL PRODUCT	10/31/2020	Yes
1178	Seton Medical Center	MEDLINE INDUSTRIES INC	ARTERIAL BLOOD GAS KITS	11/30/2020	Yes
1179	Seton Medical Center	MEDLINE INDUSTRIES INC	SAFETY HUBER NEEDLES	2/28/2021	Yes
1180	Seton Medical Center	MEDLINE INDUSTRIES INC	MOBILITY AIDS	7/31/2021	Yes
1181	Seton Medical Center	MEDLINE INDUSTRIES INC	PERSONAL CARE KITS	7/31/2021	Yes
1182	Seton Medical Center	MEDLINE INDUSTRIES INC	CENTRAL VENOUS ACCESS PRODUCTS	6/30/2017	Yes
1183	Seton Medical Center	MEDLINE INDUSTRIES INC	CLOSED VENTILATION SUCTION	10/31/2018	Yes
1184	Seton Medical Center	MEDLINE INDUSTRIES INC	VCT ANTI-EMBOLISM STOCKINGS	11/30/2021	Yes
1185	Seton Medical Center	MEDLINE INDUSTRIES INC	RESPIRATORY THERAPY PRODUCTS	10/31/2018	Yes
1186	Seton Medical Center	MEDLINE INDUSTRIES INC	BEDSIDE PROCEDURE TRAYS	1/31/2019	Yes
1187	Seton Medical Center	MEDLINE INDUSTRIES INC	SUTURE REMOVAL LACERATION TRAY	1/31/2019	Yes
1188	Seton Medical Center	MEDLINE INDUSTRIES INC	SKIN BREAKDOWN PREVENTION	6/30/2019	Yes
1189	Seton Medical Center	MEDLINE INDUSTRIES INC	ORAL CARE	7/31/2019	Yes
1190	Seton Medical Center	MEDLINE INDUSTRIES INC	SAFETY HYPODERMIC PRODUCTS	9/30/2019	Yes
1191	Seton Medical Center	MEDLINE INDUSTRIES INC	STANDARD HYPODERMIC PRODUCTS	9/30/2019	Yes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
1192	Seton Medical Center	MEDLINE INDUSTRIES INC	BANDAGES, DRESSINGS AND GAUZE	10/30/2019	Yes
1193	Seton Medical Center	MEDLINE INDUSTRIES INC	ADHESIVE SKIN CLSOURES	1/31/2020	Yes
1194	Seton Medical Center	MEDLINE INDUSTRIES INC	INFANT DIAPERS AND PRODUCTS	12/31/2019	Yes
1195	Seton Medical Center	MEDLINE INDUSTRIES INC	ENTEROSTOMAL THERAPY PRODUCTS	12/31/2019	Yes
1196	Seton Medical Center	MEDLINE INDUSTRIES INC	TRANSPARENT DRESSINGS	1/31/2020	Yes
1197	Seton Medical Center	MEDLINE INDUSTRIES INC	COHESIVE BANDAGES	1/31/2020	Yes
1198	Seton Medical Center	MEDLINE INDUSTRIES INC	ENDO TUBES AND RELATED PRODUCTS	12/31/2018	Yes
1199	Seton Medical Center	MEDLINE INDUSTRIES INC	TEMPERATURE MONITORING PRODUCTS	12/31/2018	Yes
1200	Seton Medical Center	MEDLINE INDUSTRIES INC	REGIONAL ANESTHESIA TRAYS	1/31/2019	Yes
1201	Seton Medical Center	MEDLINE INDUSTRIES INC	PATIENT PREP CLIPPERS BLADES	1/31/2019	Yes
1202	Seton Medical Center	MEDLINE INDUSTRIES INC	OR EQUIPMENT DRAPES	3/31/2019	Yes
1203	Seton Medical Center	MEDLINE INDUSTRIES INC	SURGICAL PATIENT PREP PRODUCTS	3/31/2019	Yes
1204	Seton Medical Center	MEDLINE INDUSTRIES INC	SMOKE EVACUATION SYSTEMS	8/31/2019	Yes
1205	Seton Medical Center	MEDLINE INDUSTRIES INC	SURGICAL BLADES	9/30/2019	Yes
1206	Seton Medical Center	MEDLINE INDUSTRIES INC	SURGICAL AUTOMATIC TOURNIQUET	10/31/2019	Yes
1207	Seton Medical Center	MEDLINE INDUSTRIES INC	SURGICAL AND ISOLATION MASKS	12/31/2019	Yes
1208	Seton Medical Center	MEDLINE INDUSTRIES INC	CASTING AND SPLINTING SUPPLIES	10/31/2019	Yes
1209	Seton Medical Center	MEDLINE INDUSTRIES INC	PAIN MGMT LOCAL ANESTHETIC	5/31/2020	Yes
1210	Seton Medical Center	MEDLINE INDUSTRIES INC	LARYNGEAL MASK AIRWAYS	7/31/2020	Yes
1211	Seton Medical Center	MEDLINE INDUSTRIES INC	CHEST DRAINAGE PRODUCTS	2/28/2021	Yes
1212	Seton Medical Center	MEDLINE INDUSTRIES INC	SURGICAL HAND PREPS	4/30/2021	Yes
1213	Seton Medical Center	MEDLINE INDUSTRIES INC	TEXTILES (REUSEABLE) AND LAUNDRY SERVICE	11/30/2018	Yes
1214	Seton Medical Center	MEDLINE INDUSTRIES INC	SECUREMENT AND STABLIZATION PRODUCTS	10/30/2019	Yes
1215	Seton Medical Center	MEDLINE INDUSTRIES INC	LAUNDRY PRODUCTS MAINTENANCE	12/31/2018	Yes
1216	Seton Medical Center	MEDLINE INDUSTRIES INC	NEONATAL DEVELOPMENTAL PRODUCT	10/31/2020	Yes
1217	Seton Medical Center	MEDLINE INDUSTRIES INC	SURGEON GLOVES	4/30/2019	Yes
1218	Seton Medical Center	MEDLINE INDUSTRIES INC	DOCUMENTATION SOLUTION SYSTEMS	12/31/2018	Yes
1219	Seton Medical Center	MEDLINE INDUSTRIES INC	DISPOSABLE VAGINAL SPECULUMS	6/30/2019	Yes
1220	Seton Medical Center	MEDLINE INDUSTRIES INC	EXTERNAL DEFIBRILLATORS	5/31/2019	Yes
1221	Seton Medical Center	MEDLINE INDUSTRIES INC	NON-INVASIVE CARDIOLOGY EQUIP	5/31/2021	Yes
1222	Seton Medical Center	MEDLINE INDUSTRIES INC	MEDICAL NUTRITIONAL PRODUCTS	7/31/2020	Yes
1223	Seton Medical Center	MEDLINE INDUSTRIES INC	FEEDING PUMPS DEVICES SETS	7/31/2021	Yes
1224	Seton Medical Center	MEDLINE INDUSTRIES INC	REUSABLE TEXTILES AND SERVICES	11/30/2018	Yes
1225	Seton Medical Center	MEDLINE INDUSTRIES INC	PAPER TOWLS AND TISSUES	9/30/2019	Yes
1226	Seton Medical Center	MEDLINE INDUSTRIES INC	INFUSION DEVICES	1/31/2020	Yes
1227	Seton Medical Center	MEDLINE INDUSTRIES INC	INFUSION SETS	1/31/2020	Yes
1228	Seton Medical Center	MEDLINE INDUSTRIES INC	IV FLUIDS, BAG BASED DRUG	1/30/2020	Yes
1229	Seton Medical Center	MEDLINE INDUSTRIES INC	IV FLUIDS, BAG BASED DRUG	1/31/2020	Yes
1230	Seton Medical Center	MEDLINE INDUSTRIES INC	PHARMACY COMPOUNDING EQUIPMENT	1/31/2020	Yes
1231	Seton Medical Center	MEDLINE INDUSTRIES INC	NEEDLELESS CONNECTORS	1/31/2025	Yes
1232	Seton Medical Center	MEDLINE INDUSTRIES INC	BLOOD GLUCOSE METERS, REAGENTS	3/31/2021	Yes
1233	Seton Medical Center	MEDLINE INDUSTRIES INC	CRIBS, BASSINETS, YOUTH BEDS	3/31/2019	Yes
1234	Seton Medical Center	MEDLINE INDUSTRIES INC	INSTRUMENT CONTAINERS	1/31/2019	Yes
1235	Seton Medical Center	MEDLINE INDUSTRIES INC	POLYSOMNOGRAPHY NEUROLOGICAL	4/30/2019	Yes
1236	Seton Medical Center	MEDLINE INDUSTRIES INC	STERILIZATION POUCHES	9/30/2019	Yes
1237	Seton Medical Center	MEDLINE INDUSTRIES INC	AUTO ENDOSCOPIC REPROCESSOR	2/28/2021	Yes
1238	Seton Medical Center	MEDLINE INDUSTRIES INC	LOW TEMPERATURE STERILIZATION	2/28/2021	Yes
1239	Seton Medical Center	MEDLINE INDUSTRIES INC	STEAM STERILIZERS	2/28/2021	Yes
1240	Seton Medical Center	MEDLINE INDUSTRIES INC	WASHERS AND DECONTAMINATORS	2/28/2021	Yes
1241	Seton Medical Center	MEDLINE INDUSTRIES INC	PULSE OXIMETRY AND CAPNOGRAPHY	4/30/2021	Yes
1242	Seton Medical Center	MEDLINE INDUSTRIES INC	STAINLESS STEEL EQUIPMENT	6/30/2021	Yes
1243	Seton Medical Center	MEDLINE INDUSTRIES INC	SKIN INTEGRITY: SKIN CLENSER	3/31/2020	Yes
1244	Seton Medical Center	MEDLINE INDUSTRIES INC	SKIN INTEGRITY: COMP WRAPS	3/31/2020	Yes
1245	Seton Medical Center	MEDLINE INDUSTRIES INC	INTERMEDIATE LEVEL DISINFECTANT WIPES	4/30/2020	Yes
1246	Seton Medical Center	MEDLINE INDUSTRIES INC	INTERMEDIATE LEVEL WIPES	4/30/2020	Yes
1247	Seton Medical Center	MEDLINE INDUSTRIES INC	BREAST PUMPS AND ACCESSORIES	3/31/2020	Yes
1248	Seton Medical Center	MEDLINE INDUSTRIES INC	PATIENT BEDSIDE PRODUCTS	6/30/2020	Yes
1249	Seton Medical Center	MEDLINE INDUSTRIES INC	HEMODYNAMIC MONITORING PRODUCT	6/30/2020	Yes
1250	Seton Medical Center	MEDLINE INDUSTRIES INC	EXAM TABLE PAPER	6/30/2020	Yes
1251	Seton Medical Center	MEDLINE INDUSTRIES INC	CHLORHEXIDINE GLUCONATE (CHG)	7/31/2020	Yes
1252	Seton Medical Center	MEDLINE INDUSTRIES INC	ANTI-INFECTION SITE DRESSING	7/31/2020	Yes
1253	Seton Medical Center	MEDLINE INDUSTRIES INC	RESTRAINTS AND FALL PREVENTION	7/31/2020	Yes
1254	Seton Medical Center	MEDLINE INDUSTRIES INC	OBSTETRICAL MONITORING DEVICES	8/31/2020	Yes
1255	Seton Medical Center	MEDLINE INDUSTRIES INC	CATHETER TUBE SECUREMENT	8/31/2020	Yes
1256	Seton Medical Center	MEDLINE INDUSTRIES INC	ECG ELECTRODES, CABLES, LEADS	9/30/2020	Yes
1257	Seton Medical Center	MEDLINE INDUSTRIES INC	DIALYSIS PRODUCTS	10/31/2020	Yes
1258	Seton Medical Center	MEDLINE INDUSTRIES INC	PATIENT TEMPERATURE PRODUCTS	12/31/2020	Yes
1259	Seton Medical Center	MEDLINE INDUSTRIES INC	AUDITORY AND VISUAL EXAM	4/30/2021	Yes
1260	Seton Medical Center	MEDLINE INDUSTRIES INC	SUCTION CANISTERS YANKAUERS	10/31/2018	Yes
1261	Seton Medical Center	MEDLINE INDUSTRIES INC	DISPOSABLE NON-STERILE APPAREL	11/30/2021	Yes
1262	Seton Medical Center	MEDLINE INDUSTRIES INC	DISPOSABLE NON STERILE APPAREL	11/30/2018	Yes
1263	Seton Medical Center	MEDLINE INDUSTRIES INC	ACTIVE HUMIDIFICATION DEVICES	10/31/2021	Yes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
1264	Seton Medical Center	MEDLINE INDUSTRIES INC	GENERAL UROLOGICAL PRODUCTS	2/28/2019	Yes
1265	Seton Medical Center	MEDLINE INDUSTRIES INC	GENERAL UROLOGIC PRODUCTS	2/28/2019	Yes
1266	Seton Medical Center	MEDLINE INDUSTRIES INC	PATIENT CLESING SKIN CARE	5/31/2019	Yes
1267	Seton Medical Center	MEDLINE INDUSTRIES INC	DISINFECTION CAPS	8/31/2019	Yes
1268	Seton Medical Center	MEDLINE INDUSTRIES INC	SAFETY IV CATHETERS	9/30/2019	Yes
1269	Seton Medical Center	MEDLINE INDUSTRIES INC	STANDARD HYPODERMIC NEEDLES	9/30/2019	Yes
1270	Seton Medical Center	MEDLINE INDUSTRIES INC	BANDAGES, DRESSINGS AND GAUZE	10/30/2019	Yes
1271	Seton Medical Center	MEDLINE INDUSTRIES INC	HOT AND COLD PACKS	11/30/2019	Yes
1272	Seton Medical Center	MEDLINE INDUSTRIES INC	IV SITE MANAGEMENT	12/31/2019	Yes
1273	Seton Medical Center	MEDLINE INDUSTRIES INC	ENTEROSTOMAL THERAPY PRODUCTS	3/31/2020	Yes
1274	Seton Medical Center	MEDLINE INDUSTRIES INC	TRACHEOSTOMY TUBES	9/30/2021	Yes
1275	Seton Medical Center	MEDLINE INDUSTRIES INC	SURGICAL INSTRUMENTS	1/31/2019	Yes
1276	Seton Medical Center	MEDLINE INDUSTRIES INC	INCISE DRAPES	9/30/2019	Yes
1277	Seton Medical Center	MEDLINE INDUSTRIES INC	STERILE PACKS AND GOWNS	12/31/2019	Yes
1278	Seton Medical Center	MEDLINE INDUSTRIES INC	ARTHROSCOPY FLUID WASTE MGMT	2/29/2020	Yes
1279	Seton Medical Center	MEDLINE INDUSTRIES INC	LAP SPONGES AND OR TOWEL	5/31/2020	Yes
1280	Seton Medical Center	MEDLINE INDUSTRIES INC	LAP SPONGES AND OR TOWELS	5/31/2020	Yes
1281	Seton Medical Center	MEDLINE INDUSTRIES INC	OPHTHALMOLOGY PRODUCTS	6/30/2020	Yes
1282	Seton Medical Center	MEDLINE INDUSTRIES INC	DISPOSABLE ANESTHESIA PRODUCTS	7/31/2020	Yes
1283	Seton Medical Center	MEDLINE INDUSTRIES INC	LARYNGOSCOPE SYSTEMS	7/31/2020	Yes
1284	Seton Medical Center	MEDLINE INDUSTRIES INC	KNOTLESS TISSUE CLOSURE DEVICE	3/31/2021	Yes
1285	Seton Medical Center	MEDLINE INDUSTRIES INC	KNOTLESS TISSUE CLOSERE DEVICE	3/31/2021	Yes
1286	Seton Medical Center	MEDLINE INDUSTRIES INC	SURGICAL ENERGY PRODUCTS	3/31/2021	Yes
1287	Seton Medical Center	MEDLINE INDUSTRIES INC	TROCAR PRODUCTS	3/31/2021	Yes
1288	Seton Medical Center	MEDLINE INDUSTRIES INC	SUTURE PRODUCTS	3/31/2021	Yes
1289	Seton Medical Center	MEDLINE INDUSTRIES INC	ENDOMECHANICAL PRODUCTS	3/31/2021	Yes
1290	Seton Medical Center	MEDLINE INDUSTRIES INC	SPECIALTY WOMENS HEALTH SURG	1/31/2021	Yes
1291	Seton Medical Center	MEDLINE INDUSTRIES INC	WOUND DRAINAGE PRODUCTS	7/31/2021	Yes
1292	Seton Medical Center	MEDLINE INDUSTRIES INC	PRESSURE INFUSION BAGS	1/31/2019	Yes
1293	Seton Medical Center	MEDLINE INDUSTRIES INC	ORTHOPEDIC SOFT GOODS	11/30/2021	Yes
1294	Seton Medical Center	MEDLINE INDUSTRIES INC	IV SITE MANAGEMENT	12/31/2019	Yes
1295	Seton Medical Center	MEDLINE INDUSTRIES INC	BLOOD GLUCOSE METERS AND REAGENTS	10/14/2021	Yes
1296	Seton Medical Center	MEDLINE INDUSTRIES INC	COMMODITIES - DISTRIBUTOR LOCAL	7/31/2019	Yes
1297	Seton Medical Center	MEDLINE INDUSTRIES INC	WOUND DRAINAGE PRODUCTS	7/31/2021	Yes
1298	Seton Medical Center	MEDLINE INDUSTRIES INC	CAUTI UROLOGI/INCONTINENCE	5/24/2019	Yes
1299	Seton Medical Center	MEDSOURCE LLC	SERVICES-STAFFING	11/30/2018	Yes
1300	Seton Medical Center	MEDPARTNERS HIM, LLC	SERVICES-STAFFING	2/2/2020	Yes
1301	Seton Medical Center	MEDTRONIC SPINAL AND BIOLOGICS	SPINAL IMPLANTS AND RELATED PRODUCTS	6/12/2019	Yes
1302	Seton Medical Center	MEDTRONIC USA INC	CARDIAC RHYTHEM MANAGEMENT	11/14/2020	Yes
1303	Seton Medical Center	MEDTRONIC USA INC	OPEN HEART DISPOSABLE SUPPLIES	10/31/2020	Yes
1304	Seton Medical Center	MEDTRONIC USA INC	PERFUSION PRODUCTS	1/31/2021	Yes
1305	Seton Medical Center	MEDTRONIC USA INC	DIC PRODUCTS	6/11/2019	Yes
1306	Seton Medical Center	MEDTRONIC USA INC	DRUG ELUTING STENTS	5/31/2020	Yes
1307	Seton Medical Center	MEDTRONIC USA INC	CORONARY STENTS NON-DRUG	5/31/2020	Yes
1308	Seton Medical Center	MEDTRONIC USA INC	PERIPHERAL AND BILIARY STENTS	6/11/2019	Yes
1309	Seton Medical Center	MEDTRONIC USA INC	CARDIAC RHYTHEM MANAGEMENT	11/14/2020	Yes
1310	Seton Medical Center	MEDTRONIC USA INC	OPEN HEART DISPOSABLE SUPPLIES	10/31/2020	Yes
1311	Seton Medical Center	MEDTRONIC USA INC	PERFUSION PRODUCTS	1/31/2021	Yes
1312	Seton Medical Center	MEDTRONIC USA INC	DIC PRODUCTS	6/11/2019	Yes
1313	Seton Medical Center	MEDTRONIC USA INC	DRUG ELUTING STENTS	5/31/2020	Yes
1314	Seton Medical Center	MEDTRONIC USA INC	CORONARY STENTS NON-DRUG	5/31/2020	Yes
1315	Seton Medical Center	MEDTRONIC USA INC	PERIPHERAL AND BILIARY STENTS	6/11/2019	Yes
1316	Seton Medical Center	MERCEDES MEDICAL INC	HISTOLOGY AND CYTOLOGY	1/31/2021	Yes
1317	Seton Medical Center	MERCEDES MEDICAL INC	HISTOLOGY AND CYTOLOGY	1/31/2021	Yes
1318	Seton Medical Center	MERIDIAN BIOSCIENCE CORPORATION	RAPID DIAGNOSTIC TEST KITS	10/31/2018	No
1319	Seton Medical Center	MERIDIAN BIOSCIENCE CORPORATION	MOLECULAR RAPID QUALITATIVE	9/30/2020	Yes
1320	Seton Medical Center	MERIDIAN BIOSCIENCE CORPORATION	RAPID DIAGNOSTIC TEST KITS	10/31/2018	No
1321	Seton Medical Center	MERIDIAN BIOSCIENCE CORPORATION	MOLECULAR RAPID QUALITATIVE	9/30/2020	Yes
1322	Seton Medical Center	MERIT MEDICAL SYSTEMS INC	DIC PRODUCTS	6/30/2019	Yes
1323	Seton Medical Center	MERIT MEDICAL SYSTEMS INC	DIR PRODUCTS	1/31/2020	Yes
1324	Seton Medical Center	MERIT MEDICAL SYSTEMS INC	DIC PRODUCTS	6/30/2019	Yes
1325	Seton Medical Center	MERIT MEDICAL SYSTEMS INC	DIR PRODUCTS	1/31/2020	Yes
1326	Seton Medical Center	METRO ELECTRIC	CONSTRUCTION	1/17/2020	Yes
1327	Seton Medical Center	MEYERS, JOSEPH MD	LEASE-AS LANDLORD	12/31/2018	Yes
1328	Seton Medical Center	MGC DIAGNOSTICS CORPORATION	PULMONARY FUNCTION ANALYZERS	9/30/2020	Yes
1329	Seton Medical Center	MGC DIAGNOSTICS CORPORATION	PULMONARY FUNCTION ANALYZERS	9/30/2020	Yes
1330	Seton Medical Center	MICROPORT ORTHOPEDICS INC	ORTHO PRODUCTS	3/30/2019	Yes
1331	Seton Medical Center	MICROTEK MEDICAL (ECOLAB)	OR EQUIPMENT DRAPES	3/31/2019	Yes
1332	Seton Medical Center	MICROTEK MEDICAL (ECOLAB)	OR EQUIPMENT DRAPES	3/31/2019	Yes
1333	Seton Medical Center	MIDMARK CORP	EXAM ROOM FURNITURE EQUIPMENT	3/31/2020	Yes
1334	Seton Medical Center	MIDMARK CORP	EXAM ROOM FURNITURE EQUIPMENT	3/31/2020	Yes
1335	Seton Medical Center	MIKE PACELLI	SERVICES-CONSULTING	12/31/2018	No

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
1336	Seton Medical Center	MILLHOUSE, FELIX G. MD	EKG SERVICES AGREEMENT	12/31/2017	Yes
1337	Seton Medical Center	MILLHOUSE, FELIX G. MD	CARDIAC CATH LAB	7/31/2020	Yes
1338	Seton Medical Center	MILLHOUSE, FELIX G. MD	CARDIOLOGY AND INTERVENTIONAL CALL COVERAGE	4/30/2020	Yes
1339	Seton Medical Center	MILLHOUSE, FELIX MD	MEDICAL DIRECTOR AGREEMENT STEMI PROGRAM	7/31/2019	Yes
1340	Seton Medical Center	MILLS PENINSULA HEALTH SERVICES	PATIENT TRANSFER AGREEMENT	9/10/2019	Yes
1341	Seton Medical Center	MIMEDX	REGENERATIVE SKIN GRAFTING	12/31/2020	Yes
1342	Seton Medical Center	MIMEDX	REGENERATIVE SKIN GRAFTING	12/31/2020	Yes
1343	Seton Medical Center	MIMEDX, GROUP, INC.	CONSIGNMENT AGREEMENT	4/26/2019	Yes
1344	Seton Medical Center	MINDRAY DS USA INC	ANESTHESIA EQUIPMENT	6/30/2019	Yes
1345	Seton Medical Center	MINDRAY DS USA INC	PHYSIOLOGICAL MONITORING SYS	5/31/2021	Yes
1346	Seton Medical Center	MINDRAY DS USA INC	ANESTHESIA EQUIPMENT	6/30/2019	Yes
1347	Seton Medical Center	MINDRAY DS USA INC	PHYSIOLOGICAL MONITORING SYS	5/31/2021	Yes
1348	Seton Medical Center	M-MODAL	SERVICES-RADIOLOGY	2/28/2019	Yes
1349	Seton Medical Center	MOBILE INSTRUMENT SERVICE REP	SURGICAL INST AND SCOPE REPAIR	1/31/2022	Yes
1350	Seton Medical Center	MOBILE INSTRUMENT SERVICE REP	SURGICAL INST AND SCOPE REPAIR	1/31/2022	Yes
1351	Seton Medical Center	MOLNLYCKE HEALTH CARE	SKIN INTEGRITY: WOUND CARE	3/31/2020	Yes
1352	Seton Medical Center	MOLNLYCKE HEALTH CARE	SKIN BREAKDOWN PREVENTION	6/30/2019	Yes
1353	Seton Medical Center	MOLNLYCKE HEALTH CARE	SURGEON GLOVES	4/30/2019	Yes
1354	Seton Medical Center	MOLNLYCKE HEALTH CARE	SKIN INTEGRITY: WOUND CARE	3/31/2020	Yes
1355	Seton Medical Center	MOLNLYCKE HEALTH CARE	SKIN BREAKDOWN PREVENTION	6/30/2019	Yes
1356	Seton Medical Center	MOLNLYCKE HEALTH CARE	SURGEON GLOVES	4/30/2019	Yes
1357	Seton Medical Center	MOLONEY, SEAN MD	LEASE-AS LANDLORD	2/28/2017	Yes
1358	Seton Medical Center	MORENO INC. ROOFING CONSTRUCTION	CONSTRUCTION	2/13/2019	Yes
1359	Seton Medical Center	MORETTI, LESLIE C. MD INC.	LEASE-AS LANDLORD	2/28/2018	Yes
1360	Seton Medical Center	MTS INTEGRATRAK, INC.	SERVICES-SOFTWARE MAINTENANCE & SUPPORT	10/31/2018	Yes
1361	Seton Medical Center	MUSCULOSKELETAL TRANSPLANT FOUNDATION	BIOLOGICAL MESH PRODUCTS	9/30/2019	Yes
1362	Seton Medical Center	MUSCULOSKELETAL TRANSPLANT FOUNDATION	BONE AND BONE SUBSTITUTE PRODS	6/30/2021	Yes
1363	Seton Medical Center	MUSCULOSKELETAL TRANSPLANT FOUNDATION	TISSUE IMPLANTABLE PRODUCTS	6/30/2021	Yes
1364	Seton Medical Center	MUSCULOSKELETAL TRANSPLANT FOUNDATION	LICENSE-SOFTWARE	6/1/2019	Yes
1365	Seton Medical Center	MUSCULOSKELETAL TRANSPLANT FOUNDATION	BIOLOGICAL MESH PRODUCTS	9/30/2019	Yes
1366	Seton Medical Center	MUSCULOSKELETAL TRANSPLANT FOUNDATION	BONE AND BONE SUBSTITUTE PRODS	6/30/2021	Yes
1367	Seton Medical Center	MUSCULOSKELETAL TRANSPLANT FOUNDATION	TISSUE IMPLANTABLE PRODUCTS	6/30/2021	Yes
1368	Seton Medical Center	MUZAK	LICENSE-SOFTWARE SUBSCRIPTION	11/4/2023	Yes
1369	Seton Medical Center	MUZAK	LICENSE-SOFTWARE SUBSCRIPTION	11/4/2023	Yes
1370	Seton Medical Center	MYINT, JULIA MD	LEASE-AS LANDLORD	3/31/2021	Yes
1371	Seton Medical Center	NARAGHI, FRED MD	MEDICAL DIRECTOR AGREEMENT SPINE SURGERY SERVICES	3/31/2020	Yes
1372	Seton Medical Center	NATIONAL AIR BALANCE COMPANY, INC.	CONSTRUCTION	12/31/2019	Yes
1373	Seton Medical Center	NATIONAL BUSINESS FURNITURE	FURNITURE AND SYSTEMS	12/31/2020	Yes
1374	Seton Medical Center	NATIONAL BUSINESS FURNITURE	FURNITURE AND SYSTEMS	12/31/2020	Yes
1375	Seton Medical Center	NATIONAL ONCOLOGIC PET REGISTRY	BUSINESS ASSOCIATE AGREEMENT	10/24/2065	Yes
1376	Seton Medical Center	NATUS MEDICAL INC	NEONATAL DEVELOPMENTAL PRODUCT	10/31/2018	Yes
1377	Seton Medical Center	NATUS MEDICAL INC	NEONATAL DEVELOPMENTAL PRODUCT	10/31/2018	Yes
1378	Seton Medical Center	NCI LIFE SAFETY ASSISTANCE	CONSTRUCTION	4/23/2019	Yes
1379	Seton Medical Center	NEOPOST USA, INC.	LEASE-OTHER	2/1/2018	Yes
1380	Seton Medical Center	NEOTECH PRODUCTS INC	NEONATAL SPECIALTY PRODUCTS	12/31/2018	Yes
1381	Seton Medical Center	NEOTECH PRODUCTS INC	NEONATAL SPECIALTY PRODUCTS	12/31/2018	Yes
1382	Seton Medical Center	NESTLE CLINICAL NUTRITION	MEDICAL NUTRITIONAL PRODUCTS	7/31/2020	Yes
1383	Seton Medical Center	NESTLE CLINICAL NUTRITION	MEDICAL NUTRITIONAL PRODUCTS	7/31/2020	Yes
1384	Seton Medical Center	NET HEALTH SYSTEMS, INC.	LICENSE-SOFTWARE	10/14/2019	Yes
1385	Seton Medical Center	NEUROSTRUCTURES INC	SPINAL IMPLANTS AND PRODUCTS	6/22/2019	Yes
1386	Seton Medical Center	NEUROSTRUCTURES INC	SPINAL IMPLANTS AND PRODUCTS	6/22/2019	Yes
1387	Seton Medical Center	NIHON KOHDEN AMERICA INC	POLYSOMNOGRAPHY NEUROLOGICAL	4/30/2019	Yes
1388	Seton Medical Center	NIHON KOHDEN AMERICA INC	POLYSOMNOGRAPHY NEUROLOGICAL	4/30/2019	Yes
1389	Seton Medical Center	NIKON INSTRUMENTS INC	MICROSCOPES ACCESSORIES PARTS	1/31/2021	Yes
1390	Seton Medical Center	NIKON INSTRUMENTS INC	MICROSCOPES ACCESSORIES PARTS	1/31/2021	Yes
1391	Seton Medical Center	NMIS	SERVICES-RADIOLOGY	12/31/2015	Yes
1392	Seton Medical Center	NORTHERN CALIFORNIA RADIATION THERAPISTS AND ONCOLOGISTS MEDICAL GROUP, INC.	RADIATION ONCOLOGY, A ROPES AND GRAY CONTRACT	7/31/2018	Yes
1393	Seton Medical Center	NUVASIVE INC	SPINAL IMPLANTS AND RELATED PRODUCTS	12/31/2018	Yes
1394	Seton Medical Center	NUVASIVE INC	SPINAL IMPLANTS AND RELATED PRODUCTS	12/31/2018	Yes
1395	Seton Medical Center	NUVECTRA CORPORATION	SPINAL IMPLANTS AND RELATED PRODUCTS	6/1/2020	Yes
1396	Seton Medical Center	NUVECTRA CORPORATION	SPINAL IMPLANTS AND RELATED PRODUCTS	6/1/2020	Yes
1397	Seton Medical Center	NX HEALTH NETWORK	PARTICIPATING FACILITY AGREEMENT	Evergreen	Yes
1398	Seton Medical Center	OBP MEDICAL	DISPOSABLE VAGINAL SPECULUMS	6/30/2019	Yes
1399	Seton Medical Center	OBP MEDICAL	DISPOSABLE VAGINAL SPECULUMS	6/30/2019	Yes
1400	Seton Medical Center	OFFICE DEPOT INC	OFFICE SUPPLIES	7/31/2020	Yes
1401	Seton Medical Center	OFFICE DEPOT INC	OFFICE SUPPLIES	7/31/2020	Yes
1402	Seton Medical Center	OLYMPUS AMERICA INC	EQUIPMENT-LEASE/RENTAL	9/5/2020	Yes

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1403	Seton Medical Center	OLYMPUS CORPORATION AMERICA INC	GASTROINTESTINAL ENDOSCOPY	1/31/2019	Yes
1404	Seton Medical Center	OLYMPUS CORPORATION AMERICA INC	ENT NASAL PRODUCTS	10/31/2019	Yes
1405	Seton Medical Center	OLYMPUS CORPORATION AMERICA INC	ENT IMPLANTS AND INSTRUMENTS	10/31/2019	Yes
1406	Seton Medical Center	OLYMPUS CORPORATION AMERICA INC	SPECIAL UROLOGY PRODUCTS	12/31/2020	Yes
1407	Seton Medical Center	OLYMPUS CORPORATION AMERICA INC	SURGICAL ENDOSCOPY - FLEXIBLE	12/31/2020	Yes
1408	Seton Medical Center	OLYMPUS CORPORATION AMERICA INC	SURGICAL ENDOSCOPY - RIGID	12/31/2020	Yes
1409	Seton Medical Center	OLYMPUS CORPORATION AMERICA INC	GASTROINTESTINAL ENDOSCOPY	1/31/2019	Yes
1410	Seton Medical Center	OLYMPUS CORPORATION AMERICA INC	ENT NASAL PRODUCTS	10/31/2019	Yes
1411	Seton Medical Center	OLYMPUS CORPORATION AMERICA INC	ENT IMPLANTS AND INSTRUMENTS	10/31/2019	Yes
1412	Seton Medical Center	OLYMPUS CORPORATION AMERICA INC	SPECIAL UROLOGY PRODUCTS	12/31/2020	Yes
1413	Seton Medical Center	OLYMPUS CORPORATION AMERICA INC	SURGICAL ENDOSCOPY - FLEXIBLE	12/31/2020	Yes
1414	Seton Medical Center	OLYMPUS CORPORATION AMERICA INC	SURGICAL ENDOSCOPY - RIGID	12/31/2020	Yes
1415	Seton Medical Center	ONCOTEAM (FORMERLY CDAR)	SERVICES-CONSULTING	4/20/2016	Yes
1416	Seton Medical Center	O'NEILL, DANIEL MD	EKG SERVICES AGREEMENT	12/31/2017	Yes
1417	Seton Medical Center	ORASURE TECHNOLOGIES INC	RAPID DIAGNOSTIC TEST KITS	10/31/2021	Yes
1418	Seton Medical Center	ORASURE TECHNOLOGIES INC	RAPID DIAGNOSTIC TEST KITS	10/31/2021	Yes
1419	Seton Medical Center	ORGANOGENESIS INC	REGENERATIVE SKIN GRAFTING	12/31/2020	Yes
1420	Seton Medical Center	ORGANOGENESIS INC	REGENERATIVE SKIN GRAFTING	12/31/2020	Yes
1421	Seton Medical Center	ORGANOGENESIS INC.	EQUIPMENT-LEASE/RENTAL	5/31/2019	Yes
1422	Seton Medical Center	ORTHOFIX INC	GENERAL ORTHO TRAUMA PRODUCTS	10/31/2019	Yes
1423	Seton Medical Center	ORTHOFIX INC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/2/2019	Yes
1424	Seton Medical Center	ORTHOFIX INC	GENERAL ORTHO TRAUMA PRODUCTS	10/31/2019	Yes
1425	Seton Medical Center	ORTHOFIX INC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/2/2019	Yes
1426	Seton Medical Center	OSIRIS THERAPEUTICS	EQUIPMENT-LEASE/RENTAL	8/4/2019	Yes
1427	Seton Medical Center	OSIRIS THERAPEUTICS INC	REGERATIVE SKIN GRAFTING	12/31/2020	Yes
1428	Seton Medical Center	OSIRIS THERAPEUTICS INC	REGERATIVE SKIN GRAFTING	12/31/2020	Yes
1429	Seton Medical Center	OUTCOME SCIENCES, INC.	DATA REGISTRY PROGRAM	7/4/2019	Yes
1430	Seton Medical Center	PACIFIC AUXILIARY FIRE ALARM CO. (PAFA)	SERVICES-EQUIPMENT MAINTENANCE	8/31/2016	Yes
1431	Seton Medical Center	PACIFIC CARDIOVASCULAR SURGEONS, A MEDICAL CORPORATION	CARDIAC SURGERY ON CALL AND ADMINISTRATION OF ASSISTANT SURGEON COVERAGE	1/31/2020	Yes
1432	Seton Medical Center	PALO ALTO MEDICAL FOUNDATION FOR HEALTHCARE, RESEARCH AND EDUCATION	CALL COVERAGE FOR GENERAL SURGERY - ERIC KUBAT, MD	12/31/2019	Yes
1433	Seton Medical Center	PARADIGM SPINE LLC	SPINAL IMPLANTS AND RELATED PRODUCTS	7/31/2019	Yes
1434	Seton Medical Center	PARADIGM SPINE LLC	SPINAL IMPLANTS AND RELATED PRODUCTS	7/31/2019	Yes
1435	Seton Medical Center	PARAGON 28 INC	GENERAL ORTHO TRAUMA PRODUCTS	10/31/2019	Yes
1436	Seton Medical Center	PARAGON 28 INC	GENERAL ORTHO TRAUMA PRODUCTS	10/31/2019	Yes
1437	Seton Medical Center	PARK, STEPHEN MD	PHYSICIANS-DIRECTORSHIP	11/30/2018	Removed
1438	Seton Medical Center	PARK, STEPHEN MD	PHYSICIANS-DIRECTORSHIP	10/31/2018	Removed
1439	Seton Medical Center	PDC HEALTHCARE	LABELS ID BANDS RELATED PRODS	1/31/2019	Yes
1440	Seton Medical Center	PDC HEALTHCARE	LABELS ID BANDS RELATED PRODS	1/31/2019	Yes
1441	Seton Medical Center	PEDIGO PRODUCTS INC	CRIBS, BASSINETS, YOUTH BEDS	3/31/2019	Yes
1442	Seton Medical Center	PEDIGO PRODUCTS INC	STAINLESS STEEL EQUIPMENT	6/30/2021	Yes
1443	Seton Medical Center	PEDIGO PRODUCTS INC	CRIBS, BASSINETS, YOUTH BEDS	3/31/2019	Yes
1444	Seton Medical Center	PEDIGO PRODUCTS INC	STAINLESS STEEL EQUIPMENT	6/30/2021	Yes
1445	Seton Medical Center	PENINSULA ALLERGY ASSOCIATES	LEASE-AS LANDLORD	6/30/2019	Yes
1446	Seton Medical Center	PENINSULA ORTHOPEDIC ASSOCIATES, INC.	LEASE-AS LANDLORD	8/31/2018	Yes
1447	Seton Medical Center	PENINSULA ORTHOPEDIC ASSOCIATES, INC.	LEASE-OTHER	2/28/2019	Yes
1448	Seton Medical Center	PENUMBRA INC	DIR PRODUCTS	1/31/2020	Yes
1449	Seton Medical Center	PENUMBRA INC	NEUROVASCULAR INT RADIOLOGY	8/31/2020	Yes
1450	Seton Medical Center	PENUMBRA INC	DIR PRODUCTS	1/31/2020	Yes
1451	Seton Medical Center	PENUMBRA INC	NEUROVASCULAR INT RADIOLOGY	8/31/2020	Yes
1452	Seton Medical Center	PENUMBRA, INC	CONSIGNMENT AGREEMENT	5/31/2019	Yes
1453	Seton Medical Center	PERCHA DIALYSIS, LLC	LABORATORY SERVICES AGREEMENT	1/1/2020	Yes
1454	Seton Medical Center	PEREZ, ROBERT G. MD	LEASE-AS LANDLORD	4/30/2017	Yes
1455	Seton Medical Center	PEREZ, ROBERT G. MD	GENERAL SURGERY ON CALL	5/31/2020	Yes
1456	Seton Medical Center	PERFORMANCE HEALTH SUPPLY INC	PHYSICAL THERAPY PRODUCTS	2/29/2020	Yes
1457	Seton Medical Center	PERFORMANCE HEALTH SUPPLY INC	PHYSICAL THERAPY PRODUCTS	2/29/2020	Yes
1458	Seton Medical Center	PHARMACIA, INC.	LEASE-AS LANDLORD	1/3/2019	Yes
1459	Seton Medical Center	PHILIPS HEALTHCARE	SERVICES-SOFTWARE MAINTENANCE & SUPPORT	12/29/2017	Yes
1460	Seton Medical Center	PHILIPS HEALTHCARE NORTH AMERICA	NEONATAL DEVELOPMENTAL PRODUCT	10/31/2020	Yes
1461	Seton Medical Center	PHILIPS HEALTHCARE NORTH AMERICA	NON-INVASIVE CARDIOLOGY EQUIP	5/31/2021	Yes
1462	Seton Medical Center	PHILIPS HEALTHCARE NORTH AMERICA	MRI ANCILLARY EQUIP AND COILS	1/31/2020	Yes
1463	Seton Medical Center	PHILIPS HEALTHCARE NORTH AMERICA	PHYSIOLOGICAL MONITORING SYSTEMS	5/31/2021	Yes
1464	Seton Medical Center	PHILIPS HEALTHCARE NORTH AMERICA	FETAL MONITORING	5/31/2021	Yes
1465	Seton Medical Center	PHILIPS HEALTHCARE NORTH AMERICA	NEONATAL DEVELOPMENTAL PRODUCT	10/31/2020	Yes
1466	Seton Medical Center	PHILIPS HEALTHCARE NORTH AMERICA	NON-INVASIVE CARDIOLOGY EQUIP	5/31/2021	Yes
1467	Seton Medical Center	PHILIPS HEALTHCARE NORTH AMERICA	MRI ANCILLARY EQUIP AND COILS	1/31/2020	Yes
1468	Seton Medical Center	PHILIPS HEALTHCARE NORTH AMERICA	PHYSIOLOGICAL MONITORING SYSTEMS	5/31/2021	Yes
1469	Seton Medical Center	PHILIPS HEALTHCARE NORTH AMERICA	FETAL MONITORING	5/31/2021	Yes
1470	Seton Medical Center	PHYSICIANS INTEGRATED MEDICAL GROUP (PIMG)	MANAGED CARE VENDOR AGREEMENT	12/31/2019	Yes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
1471	Seton Medical Center	PHYSIO CONTROL INC	EXTERNAL DEFIBRILLATORS	5/31/2019	Yes
1472	Seton Medical Center	PHYSIO CONTROL INC	EXTERNAL DEFIBRILLATORS	5/31/2019	Yes
1473	Seton Medical Center	PIRRIS, JOHN, MD	PARTICIPATING PROVIDER AGREEMENT	10/26/2019	Yes
1474	Seton Medical Center	POINTRIGHT (FKA LTCQ)	SERVICES-DATA REPORTING	6/19/2015	Yes
1475	Seton Medical Center	POLYMEDCO, INC.	EQUIPMENT-LEASE/RENTAL	2/28/2019	Yes
1476	Seton Medical Center	POSEY CO J. T.	RESTRAINTS AND FALL PREVENTION	7/31/2020	Yes
1477	Seton Medical Center	POSEY CO J. T.	RESTRAINTS AND FALL PREVENTION	7/31/2020	Yes
1478	Seton Medical Center	PREZIO HEALTH	SURGICAL INST AND SCOPE REPAIR	1/31/2019	Yes
1479	Seton Medical Center	PREZIO HEALTH	SURGICAL INST AND SCOPE REPAIR	1/31/2019	Yes
1480	Seton Medical Center	PROSIDYAN INC	BONE TISSUE SYNTHETIC IMPLANT	4/13/2019	Yes
1481	Seton Medical Center	PROSIDYAN INC	BONE TISSUE SYNTHETIC IMPLANT	4/13/2019	Yes
1482	Seton Medical Center	PUBLIC HEALTH INSTITUTE (CNET SOLUTIONS)	DATA REGISTRY PROGRAM	11/14/2016	Yes
1483	Seton Medical Center	PULCINI CONSTRUCTION, INC.	CONSTRUCTION	5/5/2019	No
1484	Seton Medical Center	PUMP REPAIR SERVICE COMPANY	CONSTRUCTION	1/31/2020	Yes
1485	Seton Medical Center	QS/1 DATA SYSTEMS	LICENSE-SOFTWARE	Evergreen	Yes
1486	Seton Medical Center	QUANTUM MEDICAL	HIGH DENSITY MOBILE STORAGE	6/30/2021	Yes
1487	Seton Medical Center	QUANTUM MEDICAL	HIGH DENSITY MOBILE STORAGE	6/30/2021	Yes
1488	Seton Medical Center	R2 LIBRARY	LICENSE-SOFTWARE SUBSCRIPTION	11/13/2019	Yes
1489	Seton Medical Center	RAISZADEH, KIAN	CALL COVERAGE FOR ORTHOPEDIC SURGERY	8/31/2018	Yes
1490	Seton Medical Center	RASTANI, KASRA MD	CALL COVERAGE FOR OTORHINOLARYNGOLOGY	6/30/2020	Yes
1491	Seton Medical Center	RCL COMMUNICATIONS	CONSTRUCTION	2/12/2020	No
1492	Seton Medical Center	RDS FOR HEALTHCARE, INC.	SERVICES-CATERING	8/14/2020	Yes
1493	Seton Medical Center	REBONG, RACHELLE MD	CALL COVERAGE FOR OPHTHALMOLOGY	6/30/2020	Yes
1494	Seton Medical Center	REGENTS OF THE UNIVERSITY OF CALIFORNIA, UCSF	SERVICES-PROFESSIONAL	8/28/2019	Yes
1495	Seton Medical Center	REGENTS OF THE UNIVERSITY OF CALIFORNIA, UCSF	SERVICES-PROFESSIONAL	8/28/2019	No
1496	Seton Medical Center	RENO'S FLOOR COVERING, INC.	CONSTRUCTION	7/14/2019	Yes
1497	Seton Medical Center	RETRACTABLE TECHNOLOGIES INC	SAFETY HYPODERMIC PRODUCTS	9/30/2019	Yes
1498	Seton Medical Center	RETRACTABLE TECHNOLOGIES INC	SAFETY HYPODERMIC PRODUCTS	9/30/2019	Yes
1499	Seton Medical Center	RF TECHNOLOGIES INC	INFANT AND PATIENT SECURITY	11/12/2020	Yes
1500	Seton Medical Center	RF TECHNOLOGIES INC	INFANT AND PATIENT SECURITY	11/12/2020	Yes
1501	Seton Medical Center	RICHARD MOSKOWITZ, M.D., INC.	LEASE-AS LANDLORD	2/28/2015	Yes
1502	Seton Medical Center	RICHARD WOLF MEDICAL INSTRUMENTS CORP	SURGICAL ENDOSCOPY - RIGID	12/31/2020	Yes
1503	Seton Medical Center	RICHARD WOLF MEDICAL INSTRUMENTS CORP	SURGICAL ENDOSCOPY - RIGID	12/31/2020	Yes
1504	Seton Medical Center	RICOH USA, INC.	EQUIPMENT-LEASE/RENTAL	5/3/2020	Yes
1505	Seton Medical Center	Ritbune Prabobkit	MEDICAL DIRECTOR RESPIRATORY SERVICES	1/0/1900	Yes
1506	Seton Medical Center	RITTENHOUSE, DOUGLAS MD	ON-CALL COVERAGE AGREEMENT FOR OB/GYN	12/31/2020	Yes
1507	Seton Medical Center	ROBERT HALF INTERNATIONAL INC.	SERVICES-STAFFING	9/24/2018	Yes
1508	Seton Medical Center	ROCHE DIAGNOSTIC CORP	INTEGRATED PLATFORM	3/31/2019	Yes
1509	Seton Medical Center	ROCHE DIAGNOSTIC CORP	BLOOD GLUCOSE METERS, REAGENTS	3/31/2021	Yes
1510	Seton Medical Center	ROCHE DIAGNOSTIC CORP	BLOOD GLUCOSE METERS AND REAGENTS	10/14/2021	Yes
1511	Seton Medical Center	ROCHE DIAGNOSTIC CORP	INTEGRATED PLATFORM	3/31/2019	Yes
1512	Seton Medical Center	ROCHE DIAGNOSTIC CORP	BLOOD GLUCOSE METERS, REAGENTS	3/31/2021	Yes
1513	Seton Medical Center	ROCHE DIAGNOSTIC CORP	BLOOD GLUCOSE METERS AND REAGENTS	10/14/2021	Yes
1514	Seton Medical Center	RSANALYSIS	CONSTRUCTION	1/25/2020	Yes
1515	Seton Medical Center	RX SOLUTIONS, INC. (DBA PRESCRIPTION SOLUTIONS)	HOSPITAL SERVICES	6/30/2019	Yes
1516	Seton Medical Center	RYAN, COLMAN MD	MEDICAL DIRECTORSHIP - QUALITY AND UTILIZATION MANAGEMENT	3/30/2020	Yes
1517	Seton Medical Center	SAGE PRODUCTS INC	PATIENT CLESING SKIN CARE	5/31/2019	Yes
1518	Seton Medical Center	SAGE PRODUCTS INC	SKIN BREAKDOWN PREVENTION	6/30/2019	Yes
1519	Seton Medical Center	SAGE PRODUCTS INC	ORAL CARE	7/31/2019	Yes
1520	Seton Medical Center	SAGE PRODUCTS INC	PATIENT CLESING SKIN CARE	5/31/2019	Yes
1521	Seton Medical Center	SAGE PRODUCTS INC	SKIN BREAKDOWN PREVENTION	6/30/2019	Yes
1522	Seton Medical Center	SAGE PRODUCTS INC	ORAL CARE	7/31/2019	Yes
1523	Seton Medical Center	SAMUEL MERRITT UNIVERSITY	STUDENT AFFILIATION AGREEMENT	7/31/2023	Yes
1524	Seton Medical Center	SAN FRANCISCO CARDIOVASCULAR SURGEONS MEDICAL GROUP	CALL COVERAGE FOR CARDIAC SURGERY - EDDIE TANG, MD	12/31/2019	Yes
1525	Seton Medical Center	SAN FRANCISCO ENGINEERING	PROFESSIONAL AND ADMINISTRATIVE SERVICES AND EQUIPMENT LEASE AGREEMENT	4/23/2019	Yes
1526	Seton Medical Center	SAN FRANCISCO ENGINEERING	PROFESSIONAL AND ADMINISTRATIVE SERVICES AND EQUIPMENT LEASE AGREEMENT	4/23/2019	Yes
1527	Seton Medical Center	SAN FRANCISCO HEALTH PLAN	MANAGED CARE VENDOR AGREEMENT	8/31/2020	Yes
1528	Seton Medical Center	SAN FRANCISCO LITHOTRIPSY, LLC	EQUIPMENT-LEASE/RENTAL	5/20/2018	Yes
1529	Seton Medical Center	SAN MATEO COUNTY BEHAVIORAL HEALTH AND RECOVERY SERVICES DVISION	MEMORANDUM OF UNDERSTANDING	1/3/2020	Yes
1530	Seton Medical Center	SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT (CANADA COLLEGE)	STUDENT AFFILIATION AGREEMENT	7/31/2020	Yes
1531	Seton Medical Center	SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT (COLLEGE OF SAN MATEO)	STUDENT AFFILIATION AGREEMENT	8/31/2020	Yes
1532	Seton Medical Center	SAN MATEO COUNTY HEALTH SYSTEM	DATA REGISTRY PROGRAM	6/25/2019	Yes
1533	Seton Medical Center	SAN MATEO COUNTY HEALTH SYSTEM	HOSPITAL PREPAREDNESS PROGRAM	8/31/2022	Yes
1534	Seton Medical Center	SAN MATEO COUNTY HEALTH SYSTEM	HOSPITAL PREPAREDNESS PROGRAM	8/31/2022	Yes
1535	Seton Medical Center	SAN MATEO COUNTY HEALTH SYSTEM	PARTICIPATING PROVIDER AGREEMENT	10/31/2019	Yes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
1536	Seton Medical Center	SAN MATEO COUNTY TRANSIT DISTRICT DBA SAM TRANS	SERVICES-TRANSPORTATION	6/30/2019	Yes
1537	Seton Medical Center	SANJORJO, JOSEPHUS MD	MEDICAL DIRECTOR AGREEMENT DIALYSIS	7/31/2019	Yes
1538	Seton Medical Center	SANTA CLARA UNIVERSITY, MARKKULA CENTER FOR APPLIED ETHICS	SERVICES-CONSULTING	6/30/2019	Yes
1539	Seton Medical Center	SARSTEDT INC	PLASTICWARE AND GLASSWARE	7/31/2021	Yes
1540	Seton Medical Center	SARSTEDT INC	PLASTICWARE AND GLASSWARE	7/31/2021	Yes
1541	Seton Medical Center	SATELLITE HEALTHCARE OF NORTH SAN MATEO COUNTY LLC, D/B/A SATELLITE DIALYSIS DALY CITY	PATIENT TRANSFER AGREEMENT	2/28/2019	Yes
1542	Seton Medical Center	SCHULKIN, FRANK M.D.	SKILLED NURSING FACILITY	9/30/2018	Yes
1543	Seton Medical Center	SCHULKIN, FRANK M.D.	PROFESSIONAL SERVICES AGREEMENT	6/30/2019	Yes
1544	Seton Medical Center	SCRIBNER, ROBERT MD	CALL COVERAGE AGREEMENT FOR GENERAL SURGERY, CONCURRENT GENERAL AND VASCULAR, VASCULAR SURGERY	3/31/2019	Yes
1545	Seton Medical Center	SEARS CONTRACT SALES	APPLIANCES AND RELATED PRODUCTS	5/31/2021	Yes
1546	Seton Medical Center	SEARS CONTRACT SALES	APPLIANCES AND RELATED PRODUCTS	5/31/2021	Yes
1547	Seton Medical Center	SEASPINE SALES LLC	SPINAL IMPLANTS AND RELATED PRODUCTS	5/31/2019	Yes
1548	Seton Medical Center	SEASPINE SALES LLC	SPINAL IMPLANTS AND RELATED PRODUCTS	5/31/2019	Yes
1549	Seton Medical Center	SEASPINE SALES LLC	SPINAL IMPLANTS AND RELATED PRODUCTS	5/31/2019	Yes
1550	Seton Medical Center	SEASPINE SALES LLC	SPINAL IMPLANTS AND RELATED PRODUCTS	5/31/2019	Yes
1551	Seton Medical Center	SEQUOIA HOSPITAL	PATIENT TRANSFER AGREEMENT	2/28/2019	Yes
1552	Seton Medical Center	SETON EMERGENCY PHYSICIANS, INC.	MEDICAL DIRECTION ON THE EMERGENCY DEPARTMENTS AT SETON AND COASTSIDE	5/1/2021	Yes
1553	Seton Medical Center	SHAPIRO, KATHY MD	ON-CALL COVERAGE AGREEMENT FOR OB/GYN	12/31/2020	Yes
1554	Seton Medical Center	SHARED IMAGING LLC	EQUIPMENT-LEASE/RENTAL	12/31/2019	Yes
1555	Seton Medical Center	SI-BONE INC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/30/2019	Yes
1556	Seton Medical Center	SI-BONE INC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/30/2019	Yes
1557	Seton Medical Center	SIEMENS HEALTHCARE DIAGNOSTICS INC (FORMERLY BAYER DIAGNOSTICS)	INTEGRATED PLATFORM	3/31/2019	Yes
1558	Seton Medical Center	SIEMENS HEALTHCARE DIAGNOSTICS INC (FORMERLY BAYER DIAGNOSTICS)	HEMOSTASIS ANALYZERS REAGENTS	7/31/2019	Yes
1559	Seton Medical Center	SIEMENS HEALTHCARE DIAGNOSTICS INC (FORMERLY BAYER DIAGNOSTICS)	BLOOD GAS ANALYZERS	9/30/2020	Yes
1560	Seton Medical Center	SIEMENS HEALTHCARE DIAGNOSTICS INC (FORMERLY BAYER DIAGNOSTICS)	HEMATOLOGY EQUIPMENT AND REAGENTS	9/30/2019	Yes
1561	Seton Medical Center	SIEMENS HEALTHCARE DIAGNOSTICS INC (FORMERLY BAYER DIAGNOSTICS)	INTEGRATED PLATFORM	3/31/2019	Yes
1562	Seton Medical Center	SIEMENS HEALTHCARE DIAGNOSTICS INC (FORMERLY BAYER DIAGNOSTICS)	HEMOSTASIS ANALYZERS REAGENTS	7/31/2019	Yes
1563	Seton Medical Center	SIEMENS HEALTHCARE DIAGNOSTICS INC (FORMERLY BAYER DIAGNOSTICS)	BLOOD GAS ANALYZERS	9/30/2020	Yes
1564	Seton Medical Center	SIEMENS HEALTHCARE DIAGNOSTICS INC (FORMERLY BAYER DIAGNOSTICS)	HEMATOLOGY EQUIPMENT AND REAGENTS	9/30/2019	Yes
1565	Seton Medical Center	SIEMENS MEDICAL SOLUTIONS USA, INC.	LICENSE-SOFTWARE	Evergreen	Yes
1566	Seton Medical Center	SIESTA MEDICAL INC	ENT IMPLANTS & KITS	4/19/2019	Yes
1567	Seton Medical Center	SIESTA MEDICAL INC	ENT IMPLANTS & KITS	4/19/2019	Yes
1568	Seton Medical Center	SIGHTPATH MEDICAL, LLC	EQUIPMENT-LEASE/RENTAL	2/28/2019	Yes
1569	Seton Medical Center	SILENTIA INC	REUSABLE TEXTILES AND SERVICES	11/30/2018	Yes
1570	Seton Medical Center	SILENTIA INC	REUSABLE TEXTILES AND SERVICES	11/30/2018	Yes
1571	Seton Medical Center	SILVERADO HOSPICE	SERVICES-PROFESSIONAL	3/15/2019	Yes
1572	Seton Medical Center	SILVERADO HOSPICE	SERVICES-PROFESSIONAL	1/29/2020	Yes
1573	Seton Medical Center	SILVERADO HOSPICE	SERVICES-PROFESSIONAL	5/17/2019	Yes
1574	Seton Medical Center	SILVERADO HOSPICE	SERVICES-PROFESSIONAL	5/31/2019	Yes
1575	Seton Medical Center	SILVERADO HOSPICE	SERVICES-PROFESSIONAL	6/13/2019	Yes
1576	Seton Medical Center	SILVERADO HOSPICE	SERVICES-PROFESSIONAL	7/1/2019	Yes
1577	Seton Medical Center	SILVERADO HOSPICE	SERVICES-PROFESSIONAL	7/11/2019	Yes
1578	Seton Medical Center	SILVERADO HOSPICE	SERVICES-PROFESSIONAL	8/16/2019	Yes
1579	Seton Medical Center	SILVERADO HOSPICE	SERVICES-PROFESSIONAL	10/16/2019	Yes
1580	Seton Medical Center	SILVERADO HOSPICE	SERVICES-PROFESSIONAL	10/15/2019	Yes
1581	Seton Medical Center	SILVERADO HOSPICE	SERVICES-PROFESSIONAL	10/25/2019	Yes
1582	Seton Medical Center	SILVERADO HOSPICE	SERVICES-PROFESSIONAL	11/18/2019	Yes
1583	Seton Medical Center	SILVERADO HOSPICE	SERVICES-PROFESSIONAL	1/1/2020	Yes
1584	Seton Medical Center	SIZEWISE RENTALS LLC	PATIENT BEDS-RENTAL	2/28/2019	Yes
1585	Seton Medical Center	SIZEWISE RENTALS LLC	PATIENT BEDS-RENTAL	2/28/2019	Yes
1586	Seton Medical Center	SMITH & NEPHEW INC ENDOSCOPY DIV	ARTHROSCOPY SUPPLIES	4/30/2019	Yes
1587	Seton Medical Center	SMITH & NEPHEW INC ENDOSCOPY DIV	ARTHROSCOPY SUPPLIES	4/30/2019	Yes
1588	Seton Medical Center	SMITH & NEPHEW INC WOUND MANAGEMENT DIV	SKIN INTEGRITY: WOUND CARE	3/31/2020	Yes
1589	Seton Medical Center	SMITH & NEPHEW INC WOUND MANAGEMENT DIV	SKIN INTEGRITY: SKIN CLENSER	3/31/2020	Yes
1590	Seton Medical Center	SMITH & NEPHEW INC WOUND MANAGEMENT DIV	SURGICAL WOUND DEBRIDEMENT	5/31/2020	Yes
1591	Seton Medical Center	SMITH & NEPHEW INC WOUND MANAGEMENT DIV	SKIN INTEGRITY: WOUND CARE	3/31/2020	Yes
1592	Seton Medical Center	SMITH & NEPHEW INC WOUND MANAGEMENT DIV	SKIN INTEGRITY: SKIN CLENSER	3/31/2020	Yes
1593	Seton Medical Center	SMITH & NEPHEW INC WOUND MANAGEMENT DIV	SURGICAL WOUND DEBRIDEMENT	5/31/2020	Yes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
1594	Seton Medical Center	SMITH & NEPHEW ORTHOPEDIC	ORTHO TOTAL JOINT IMPLANTS	9/30/2019	Yes
1595	Seton Medical Center	SMITH & NEPHEW ORTHOPEDIC	ORTHO TOTAL JOINT IMPLANTS	9/30/2019	Yes
1596	Seton Medical Center	SMITH & NEPHEW, INC.	EQUIPMENT EVALUATION AGREEMENT	8/31/2015	Yes
1597	Seton Medical Center	SMITH & NEPHEW, INC.	PROFESSIONAL AND ADMINISTRATIVE SERVICES AND EQUIPMENT LEASE AGREEMENT	11/4/2021	Yes
1598	Seton Medical Center	SMITHS MEDICAL ASD INC	ARTERIAL BLOOD GAS KITS	11/30/2020	Yes
1599	Seton Medical Center	SMITHS MEDICAL ASD INC	SAFETY HUBER NEEDLES	2/28/2021	Yes
1600	Seton Medical Center	SMITHS MEDICAL ASD INC	INFUSION DEVICES	1/31/2020	Yes
1601	Seton Medical Center	SMITHS MEDICAL ASD INC	PULSE OXIMETRY AND CAPNOGRAPHY	4/30/2021	Yes
1602	Seton Medical Center	SMITHS MEDICAL ASD INC	SAFETY HYPODERMIC PRODUCTS	9/30/2019	Yes
1603	Seton Medical Center	SMITHS MEDICAL ASD INC	SAFETY IV CATHETERS	9/30/2019	Yes
1604	Seton Medical Center	SMITHS MEDICAL ASD INC	TRACHEOSTOMY TUBES	9/30/2021	Yes
1605	Seton Medical Center	SMITHS MEDICAL ASD INC	TEMPERATURE MONITORING PRODUCTS	12/31/2018	Yes
1606	Seton Medical Center	SMITHS MEDICAL ASD INC	REGIONAL ANESTHESIA TRAYS	1/31/2019	Yes
1607	Seton Medical Center	SMITHS MEDICAL ASD INC	ARTERIAL BLOOD GAS KITS	11/30/2020	Yes
1608	Seton Medical Center	SMITHS MEDICAL ASD INC	SAFETY HUBER NEEDLES	2/28/2021	Yes
1609	Seton Medical Center	SMITHS MEDICAL ASD INC	INFUSION DEVICES	1/31/2020	Yes
1610	Seton Medical Center	SMITHS MEDICAL ASD INC	PULSE OXIMETRY AND CAPNOGRAPHY	4/30/2021	Yes
1611	Seton Medical Center	SMITHS MEDICAL ASD INC	SAFETY HYPODERMIC PRODUCTS	9/30/2019	Yes
1612	Seton Medical Center	SMITHS MEDICAL ASD INC	SAFETY IV CATHETERS	9/30/2019	Yes
1613	Seton Medical Center	SMITHS MEDICAL ASD INC	TRACHEOSTOMY TUBES	9/30/2021	Yes
1614	Seton Medical Center	SMITHS MEDICAL ASD INC	TEMPERATURE MONITORING PRODUCTS	12/31/2018	Yes
1615	Seton Medical Center	SMITHS MEDICAL ASD INC	REGIONAL ANESTHESIA TRAYS	1/31/2019	Yes
1616	Seton Medical Center	SOLAIRE MEDICAL	MODULAR CASEWORK, STORAGE SYS	6/30/2021	Yes
1617	Seton Medical Center	SOLAIRE MEDICAL	MODULAR CASEWORK, STORAGE SYS	6/30/2021	Yes
1618	Seton Medical Center	SPINE WAVE INC	SPINAL IMPLANTS AND RELATED PRODUCTS	8/31/2019	Yes
1619	Seton Medical Center	SPINE WAVE INC	SPINAL IMPLANTS AND RELATED PRODUCTS	8/31/2019	Yes
1620	Seton Medical Center	SPINEART USA INC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/30/2020	Yes
1621	Seton Medical Center	SPINEART USA INC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/30/2020	Yes
1622	Seton Medical Center	SPINEOLOGY INC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/5/2019	Yes
1623	Seton Medical Center	SPINEOLOGY INC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/5/2019	Yes
1624	Seton Medical Center	SPOK (FORMERLY AMCOM)	SERVICES-SOFTWARE MAINTENANCE & SUPPORT	12/31/2018	Yes
1625	Seton Medical Center	SPOK (FORMERLY AMCOM)	SERVICES-TELECOMMUNICATIONS	12/31/2019	Yes
1626	Seton Medical Center	SPRINT PCS	LEASE-AS LANDLORD	7/31/2018	Yes
1627	Seton Medical Center	SRC MEDICAL	RESPIRATORY THERAPY PRODUCTS	10/31/2018	Yes
1628	Seton Medical Center	SRC MEDICAL	RESPIRATORY THERAPY PRODUCTS	10/31/2018	Yes
1629	Seton Medical Center	ST JUDE MEDICAL	DIC PRODUCTS	6/30/2019	Yes
1630	Seton Medical Center	ST JUDE MEDICAL	CARDIAC RHYTHEM MANAGEMENT	11/14/2020	Yes
1631	Seton Medical Center	ST JUDE MEDICAL	DIC PRODUCTS	6/30/2019	Yes
1632	Seton Medical Center	ST JUDE MEDICAL	CARDIAC RHYTHEM MANAGEMENT	11/14/2020	Yes
1633	Seton Medical Center	ST JUDE MEDICAL HEART VALVE	HEART VALVE PRODUCTS	5/31/2019	Yes
1634	Seton Medical Center	ST JUDE MEDICAL HEART VALVE	HEART VALVE PRODUCTS	5/31/2019	Yes
1635	Seton Medical Center	ST. JUDE MEDICAL	CONSIGNMENT AGREEMENT	2/11/2020	Yes
1636	Seton Medical Center	ST. JUDE MEDICAL S.C., INC.	EQUIPMENT-LEASE/RENTAL	4/1/2019	Yes
1637	Seton Medical Center	ST. MARY'S MEDICAL CENTER	RESIDENT/FELLOW TRAINING	2/28/2020	Yes
1638	Seton Medical Center	St. Mary's Podiatry Residents	INTER-FACILITY PODIATRIC RESIDENT ROTATION	3/1/2019	Yes
1639	Seton Medical Center	STANFORD HEALTH ADVANTAGE	HOSPITAL SERVICES AGREEMENT	Evergreen	Yes
1640	Seton Medical Center	STANLEY INNERSPACE	MODULAR CASEWORK STORAGE SYSTEM	6/30/2021	Yes
1641	Seton Medical Center	STANLEY INNERSPACE	MODULAR CASEWORK STORAGE SYSTEM	6/30/2021	Yes
1642	Seton Medical Center	STANLEY SECURITY SOLUTIONS	RESTRAINTS AND FALL PREVENTION	7/31/2020	Yes
1643	Seton Medical Center	STANLEY SECURITY SOLUTIONS	RESTRAINTS AND FALL PREVENTION	7/31/2020	Yes
1644	Seton Medical Center	STAT LAB MEDICAL PRODUCTS	HISTOLOGY AND CYTOLOGY	1/31/2021	Yes
1645	Seton Medical Center	STAT LAB MEDICAL PRODUCTS	HISTOLOGY AND CYTOLOGY	1/31/2021	Yes
1646	Seton Medical Center	STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY	SERVICES-PROFESSIONAL	8/31/2018	Yes
1647	Seton Medical Center	STATE OF CALIFORNIA AND CALIFORNIA HEALTH BENEFITS	PROVIDER AGREEMENT	6/30/2018	Yes
1648	Seton Medical Center	STAVOSKY, JAMES W., M.D.	LEASE-AS LANDLORD	6/30/2018	Yes
1649	Seton Medical Center	STAVOSKY, JAMES W., M.D.	MEDICAL DIRECTOR AGREEMENT ADVANCED WOUND CARE	10/31/2018	Yes
1650	Seton Medical Center	STERICYCLE, INC.	SERVICES-WASTE MANAGEMENT	1/31/2020	Yes
1651	Seton Medical Center	STERICYCLE, INC.	SERVICES-WASTE MANAGEMENT	1/31/2020	Yes
1652	Seton Medical Center	STERIS CORPORATION	INSTRUMENT CLEANERS ENZYMATICS	9/30/2019	Yes
1653	Seton Medical Center	STERIS CORPORATION	AUTO ENDOSCOPIC REPROCESSOR	2/28/2021	Yes
1654	Seton Medical Center	STERIS CORPORATION	LOW TEMPERATURE STERILIZATION	2/28/2021	Yes
1655	Seton Medical Center	STERIS CORPORATION	STEAM STERILIZERS	2/28/2021	Yes
1656	Seton Medical Center	STERIS CORPORATION	WASHERS AND DECONTAMINATORS	2/28/2021	Yes
1657	Seton Medical Center	STERIS CORPORATION	OR TABLES	1/31/2019	Yes
1658	Seton Medical Center	STERIS CORPORATION	OR LIGHT AND BOOMS	1/31/2019	Yes
1659	Seton Medical Center	STERIS CORPORATION	INSTRUMENT CLEANERS ENZYMATICS	9/30/2019	Yes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
1660	Seton Medical Center	STERIS CORPORATION	AUTO ENDOSCOPIC REPROCESSOR	2/28/2021	Yes
1661	Seton Medical Center	STERIS CORPORATION	LOW TEMPERATURE STERILIZATION	2/28/2021	Yes
1662	Seton Medical Center	STERIS CORPORATION	STEAM STERILIZERS	2/28/2021	Yes
1663	Seton Medical Center	STERIS CORPORATION	WASHERS AND DECONTAMINATORS	2/28/2021	Yes
1664	Seton Medical Center	STERIS CORPORATION	OR TABLES	1/31/2019	Yes
1665	Seton Medical Center	STERIS CORPORATION	OR LIGHT AND BOOMS	1/31/2019	Yes
1666	Seton Medical Center	STEVE GOTELLI PLUMBING AND BACKFLOW SERVICES	CONSTRUCTION	2/16/2019	Yes
1667	Seton Medical Center	STEVEN MELO, INC. [STEVE MELO INC.]	CONSTRUCTION	12/6/2018	No
1668	Seton Medical Center	STRYKER COMMUNICATIONS	OR LIGHTS AND BOOMS	1/31/2019	Yes
1669	Seton Medical Center	STRYKER COMMUNICATIONS	SERVICES-PROFESSIONAL	9/28/2018	Yes
1670	Seton Medical Center	STRYKER COMMUNICATIONS	OR LIGHTS AND BOOMS	1/31/2019	Yes
1671	Seton Medical Center	STRYKER CORP MEDICAL DIVISION	FURNITURE AND SYSTEMS	12/31/2020	Yes
1672	Seton Medical Center	STRYKER CORP MEDICAL DIVISION	PATIENT BEDS PURCHASE	2/28/2019	Yes
1673	Seton Medical Center	STRYKER CORP MEDICAL DIVISION	PATIENT TEMPERATURE PRODUCTS	12/31/2020	Yes
1674	Seton Medical Center	STRYKER CORP MEDICAL DIVISION	SKIN BREAKDOWN PREVENTION	6/30/2019	Yes
1675	Seton Medical Center	STRYKER CORP MEDICAL DIVISION	OR INTEGRATION AND AUTOMATION	1/31/2021	Yes
1676	Seton Medical Center	STRYKER CORP MEDICAL DIVISION	FURNITURE AND SYSTEMS	12/31/2020	Yes
1677	Seton Medical Center	STRYKER CORP MEDICAL DIVISION	PATIENT BEDS PURCHASE	2/28/2019	Yes
1678	Seton Medical Center	STRYKER CORP MEDICAL DIVISION	PATIENT TEMPERATURE PRODUCTS	12/31/2020	Yes
1679	Seton Medical Center	STRYKER CORP MEDICAL DIVISION	SKIN BREAKDOWN PREVENTION	6/30/2019	Yes
1680	Seton Medical Center	STRYKER CORP MEDICAL DIVISION	OR INTEGRATION AND AUTOMATION	1/31/2021	Yes
1681	Seton Medical Center	STRYKER CRANIOMAXILLOFACIAL INC	MAXILLOFACIAL PLATING SYSTEM	10/31/2019	Yes
1682	Seton Medical Center	STRYKER CRANIOMAXILLOFACIAL INC	MAXILLOFACIAL PLATING SYSTEM	10/31/2019	Yes
1683	Seton Medical Center	STRYKER ENDOSCOPY	LAP SUCTION IRRIGATION	4/30/2019	Yes
1684	Seton Medical Center	STRYKER ENDOSCOPY	ARTHROSCOPY SUPPLIES	4/30/2019	Yes
1685	Seton Medical Center	STRYKER ENDOSCOPY	SURGICAL ENDOSCOPY - RIGID	12/31/2020	Yes
1686	Seton Medical Center	STRYKER ENDOSCOPY	LAP SUCTION IRRIGATION	4/30/2019	Yes
1687	Seton Medical Center	STRYKER ENDOSCOPY	ARTHROSCOPY SUPPLIES	4/30/2019	Yes
1688	Seton Medical Center	STRYKER ENDOSCOPY	SURGICAL ENDOSCOPY - RIGID	12/31/2020	Yes
1689	Seton Medical Center	STRYKER INSTRUMENT DIVISION	ORTHOPEDIC AUTO TRANSUSION	10/31/2019	Yes
1690	Seton Medical Center	STRYKER INSTRUMENT DIVISION	ORTHOPEDIC HELMETS	10/31/2019	Yes
1691	Seton Medical Center	STRYKER INSTRUMENT DIVISION	VERTEBRAL COMP FRACTURE REPAIR	6/30/2019	Yes
1692	Seton Medical Center	STRYKER INSTRUMENT DIVISION	ORTHOPEDIC POWER TOOLS AND ACC	4/30/2019	Yes
1693	Seton Medical Center	STRYKER INSTRUMENT DIVISION	SURGICAL AUTOMATIC TOURNIQUET	10/31/2019	Yes
1694	Seton Medical Center	STRYKER INSTRUMENT DIVISION	ENT NASAL PRODUCTS	10/31/2019	Yes
1695	Seton Medical Center	STRYKER INSTRUMENT DIVISION	NEUROSURGICAL PRODUCTS	8/30/2020	Yes
1696	Seton Medical Center	STRYKER INSTRUMENT DIVISION	PULSE LAVAGE PRODUCTS	3/31/2021	Yes
1697	Seton Medical Center	STRYKER INSTRUMENT DIVISION	ORTHOPEDIC AUTO TRANSUSION	10/31/2019	Yes
1698	Seton Medical Center	STRYKER INSTRUMENT DIVISION	ORTHOPEDIC HELMETS	10/31/2019	Yes
1699	Seton Medical Center	STRYKER INSTRUMENT DIVISION	VERTEBRAL COMP FRACTURE REPAIR	6/30/2019	Yes
1700	Seton Medical Center	STRYKER INSTRUMENT DIVISION	ORTHOPEDIC POWER TOOLS AND ACC	4/30/2019	Yes
1701	Seton Medical Center	STRYKER INSTRUMENT DIVISION	SURGICAL AUTOMATIC TOURNIQUET	10/31/2019	Yes
1702	Seton Medical Center	STRYKER INSTRUMENT DIVISION	ENT NASAL PRODUCTS	10/31/2019	Yes
1703	Seton Medical Center	STRYKER INSTRUMENT DIVISION	NEUROSURGICAL PRODUCTS	8/30/2020	Yes
1704	Seton Medical Center	STRYKER INSTRUMENT DIVISION	PULSE LAVAGE PRODUCTS	3/31/2021	Yes
1705	Seton Medical Center	STRYKER INSTRUMENTS	EQUIPMENT-LEASE/RENTAL	8/31/2020	Yes
1706	Seton Medical Center	STRYKER ORTHOPEDICS	ORTHOPEDIC TOTAL JOINT PRODUCTS	5/31/2020	Yes
1707	Seton Medical Center	STRYKER ORTHOPEDICS	GENERAL ORTHO TRAUMA PRODUCTS	10/31/2019	Yes
1708	Seton Medical Center	STRYKER ORTHOPEDICS	ORTHOPEDIC TOTAL JOINT PRODUCTS	5/31/2020	Yes
1709	Seton Medical Center	STRYKER SUSTAINABILITY SOLUTIONS INC	STERILE REPROCESSING	1/31/2020	Yes
1710	Seton Medical Center	STRYKER SUSTAINABILITY SOLUTIONS INC	STERILE REPROCESSING	1/31/2020	Yes
1711	Seton Medical Center	SUPPLYWORKS	LAUNDRY PRODUCTS MAINTENANCE	12/31/2018	Yes
1712	Seton Medical Center	SUPPLYWORKS	LAUNDRY PRODUCTS MAINTENANCE	12/31/2018	Yes
1713	Seton Medical Center	SURGICAL SPECIALTIES CORPORATION	DIR PRODUCTS	1/31/2020	Yes
1714	Seton Medical Center	SURGICAL SPECIALTIES CORPORATION	KNOTLESS TISSUE CLOSERE DEVICE	3/31/2021	Yes
1715	Seton Medical Center	SURGICAL SPECIALTIES CORPORATION	DIR PRODUCTS	1/31/2020	Yes
1716	Seton Medical Center	SURGICAL SPECIALTIES CORPORATION	KNOTLESS TISSUE CLOSERE DEVICE	3/31/2021	Yes
1717	Seton Medical Center	SUTURE EXPRESS	ENDOSURGERY	8/31/2019	Yes
1718	Seton Medical Center	SUTURE EXPRESS	HEMOSTASIS	8/31/2019	Yes
1719	Seton Medical Center	SUTURE EXPRESS	ENDOSURGERY	8/31/2019	Yes
1720	Seton Medical Center	SUTURE EXPRESS	HEMOSTASIS	8/31/2019	Yes
1721	Seton Medical Center	SWINERTON BUILDERS	CONSTRUCTION	5/14/2018	Yes
1722	Seton Medical Center	SYDORAK, GERALD M.D.	CALL COVERAGE AGREEMENT FOR GENERAL SURGERY, CONCURRENT GENERAL AND VASCULAR, VASCULAR SURGERY	3/31/2019	Yes
1723	Seton Medical Center	SYDORAK, GERALD M.D.	COVERAGE EVENT AGREEMENT - FIRST ASSIST CARDIOVASCULAR	6/30/2020	Yes
1724	Seton Medical Center	SYMMETRY SURGICAL	INSTRUMENT CONTAINERS	1/31/2019	Yes
1725	Seton Medical Center	SYMMETRY SURGICAL	SURGICAL INSTRUMENTS	1/31/2019	Yes
1726	Seton Medical Center	SYMMETRY SURGICAL	INSTRUMENT CONTAINERS	1/31/2019	Yes
1727	Seton Medical Center	SYMMETRY SURGICAL	SURGICAL INSTRUMENTS	1/31/2019	Yes
1728	Seton Medical Center	SYNTHES	CONSIGNMENT AGREEMENT	10/31/2015	Yes

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1729	Seton Medical Center	SYSMEX AMERICA INC	HEMATOLOGY ANALYZERS REAGENTS	7/31/2019	Yes
1730	Seton Medical Center	SYSMEX AMERICA, INC.	EQUIPMENT-LEASE/RENTAL	6/14/2021	Yes
1731	Seton Medical Center	TECH MEDICAL SERVICES INC	LAP SUCTION IRRIGATION	4/30/2019	Yes
1732	Seton Medical Center	TECH MEDICAL SERVICES INC	LAP SUCTION IRRIGATION	4/30/2019	Yes
1733	Seton Medical Center	TELE TRACKING TECHNOLOGIES, INC.	LICENSE-SOFTWARE	7/31/2018	Yes
1734	Seton Medical Center	TELEFLEX MEDICAL INCORPORATED	RESPIRATORY THERAPY PRODUCTS	10/31/2018	Yes
1735	Seton Medical Center	TELEFLEX MEDICAL INCORPORATED	ACTIVE HUMIDIFICATION DEVICES	10/31/2021	Yes
1736	Seton Medical Center	TELEFLEX MEDICAL INCORPORATED	LARYNGEAL MASK AIRWAYS	7/31/2020	Yes
1737	Seton Medical Center	TELEFLEX MEDICAL INCORPORATED	LARYNGOSCOPE SYSTEMS	7/31/2020	Yes
1738	Seton Medical Center	TELEFLEX MEDICAL INCORPORATED	SUTURE PRODUCTS	3/31/2021	Yes
1739	Seton Medical Center	TELEFLEX MEDICAL INCORPORATED	ENDOMECHANICAL PRODUCTS	3/31/2021	Yes
1740	Seton Medical Center	TELEFLEX MEDICAL INCORPORATED	RESPIRATORY THERAPY PRODUCTS	10/31/2018	Yes
1741	Seton Medical Center	TELEFLEX MEDICAL INCORPORATED	ACTIVE HUMIDIFICATION DEVICES	10/31/2021	Yes
1742	Seton Medical Center	TELEFLEX MEDICAL INCORPORATED	LARYNGEAL MASK AIRWAYS	7/31/2020	Yes
1743	Seton Medical Center	TELEFLEX MEDICAL INCORPORATED	LARYNGOSCOPE SYSTEMS	7/31/2020	Yes
1744	Seton Medical Center	TELEFLEX MEDICAL INCORPORATED	SUTURE PRODUCTS	3/31/2021	Yes
1745	Seton Medical Center	TELEFLEX MEDICAL INCORPORATED	ENDOMECHANICAL PRODUCTS	3/31/2021	Yes
1746	Seton Medical Center	TELSOFT SOLUTIONS	SERVICES-TELECOMMUNICATIONS	10/31/2016	Yes
1747	Seton Medical Center	TENNANT	SERVICES-EQUIPMENT MAINTENANCE	Evergreen	Yes
1748	Seton Medical Center	TERUMO CARDIOVASCULAR SYSTEMS CORP	VASCULAR GRAFTS	3/31/2020	Yes
1749	Seton Medical Center	TERUMO CARDIOVASCULAR SYSTEMS CORP	VASCULAR GRAFTS	3/31/2020	Yes
1750	Seton Medical Center	THE ARC SAN FRANCISCO	PROFESSIONAL AND ADMINISTRATIVE SERVICES AND EQUIPMENT LEASE AGREEMENT	10/31/2016	No
1751	Seton Medical Center	THE BED DOCTOR	CONSTRUCTION	12/5/2019	Yes
1752	Seton Medical Center	THE HOSPITAL COMMITTEE FOR THE LIVERMORE-PLEASANTON AREAS	PATIENT TRANSFER AGREEMENT	8/14/2019	Yes
1753	Seton Medical Center	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, UCSF	HOSPITAL SERVICES	3/1/2019	Yes
1754	Seton Medical Center	THE ROMAN CATHOLIC ARCHBISHOP OF SAN FRANCISCO	LEASE-AS TENANT	7/31/2018	Yes
1755	Seton Medical Center	THE STAYWELL COMPANY	LICENSE-SOFTWARE SUBSCRIPTION	5/30/2019	Yes
1756	Seton Medical Center	THE STINNETT GROUP, LLP	CONSTRUCTION	12/30/2019	Yes
1757	Seton Medical Center	THERMO FISHER SCIENTIFIC CO	GENERAL LABORATORY PRODUCTS	3/31/2021	Yes
1758	Seton Medical Center	THREE RIVERS PROVIDER NETWORK, INC.	MANAGED CARE VENDOR AGREEMENT	7/31/2019	Yes
1759	Seton Medical Center	TIDI PRODUCTS LLC	EXAM TABLE PAPER	6/30/2020	Yes
1760	Seton Medical Center	TIDI PRODUCTS LLC	EXAM TABLE PAPER	6/30/2020	Yes
1761	Seton Medical Center	TITAN SPINE LLC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/13/2019	Yes
1762	Seton Medical Center	TONY LEE WONG, M.D., INC.	LEASE-AS LANDLORD	2/28/2021	Yes
1763	Seton Medical Center	TOTAL RENAL CARE INC.-UCLA DIALYSIS CENTER	LABORATORY SERVICES AGREEMENT	8/11/2019	Yes
1764	Seton Medical Center	TOTAL RENAL CARE INC.-UCLA DIALYSIS CENTER	LABORATORY SERVICES AGREEMENT	9/2/2019	Yes
1765	Seton Medical Center	TOTAL RENAL CARE, INC DBA WESTBOROUGH DIALYSIS CENTER	PATIENT TRANSFER AGREEMENT	1/17/2021	Yes
1766	Seton Medical Center	TOTAL RENAL CARE, INC. D/B/A WESTLAKE DIALYSIS DALY CITY	PATIENT TRANSFER AGREEMENT	3/14/2019	Yes
1767	Seton Medical Center	TOTALMED STAFFING, INC.	REGISTRY	1/31/2020	Yes
1768	Seton Medical Center	TRADITIONS BEHAVIORAL HEALTH (TBH)	GERIATRIC PSYCHIATRIC SERVICES	3/31/2019	Yes
1769	Seton Medical Center	TREADWELL & ROLLO	PROFESSIONAL AND ADMINISTRATIVE SERVICES AND EQUIPMENT LEASE AGREEMENT	12/31/2019	No
1770	Seton Medical Center	TRI ANIM HEALTH SERVICE	SPECIALTY DISTRIBUTION	12/31/2018	Yes
1771	Seton Medical Center	TRI ANIM HEALTH SERVICE	RESPIRATORY THERAPY PRODUCTS	10/31/2018	Yes
1772	Seton Medical Center	TRI ANIM HEALTH SERVICE	SPECIALTY DISTRIBUTION	12/31/2018	Yes
1773	Seton Medical Center	TRI ANIM HEALTH SERVICE	RESPIRATORY THERAPY PRODUCTS	10/31/2018	Yes
1774	Seton Medical Center	TRICARE HEALTH NET FEDERAL	FACILITY SERVICES AGREEMENT	Evergreen	Yes
1775	Seton Medical Center	TSANG, ELLICK MD	LEASE-AS LANDLORD	11/30/2019	Yes
1776	Seton Medical Center	TZ MEDICAL INC	HEMOSTASIS AND COMPRESSION	6/30/2021	Yes
1777	Seton Medical Center	TZ MEDICAL INC	HEMOSTASIS AND COMPRESSION	6/30/2021	Yes
1778	Seton Medical Center	UNITED HEALTHCARE	FACILITY PARTICIPATION AGREEMENT	Evergreen	Yes
1779	Seton Medical Center	UNITED LABOR HEALTH PLAN	MEMORANDUM OF UNDERSTANDING (MOU)	Evergreen	Yes
1780	Seton Medical Center	UNITED LABOR HEALTH PLAN	MEMORANDUM OF UNDERSTANDING	12/31/2019	Yes
1781	Seton Medical Center	UNIVERSITY OF CALIFORNIA SAN FRANCISCO ON BEHALF OF THE SCHOOL OF MEDICINE, UCSF	DR. DAVID YOUNG-WOUND CARE AND PLASTIC & RECONSTRUCTIVE SURGERY	12/1/2019	Yes
1782	Seton Medical Center	UNIVERSITY OF SAN FRANCISCO, USF	STUDENT AFFILIATION AGREEMENT	3/15/2019	Yes
1783	Seton Medical Center	UPTODATE, INC.	LICENSE-SOFTWARE SUBSCRIPTION	10/31/2018	Yes
1784	Seton Medical Center	UPTODATE, INC.	MEDICAL JOURNALS AND REFERENCE LIBRARY	1/31/2019	Yes
1785	Seton Medical Center	VALDEZ MEDICAL CORP.	LEASE-AS LANDLORD	6/30/2018	Yes
1786	Seton Medical Center	VALERA, AUGUSTO, MD	CALL COVERAGE	11/30/2018	Yes
1787	Seton Medical Center	VALLE, HERMINIGILDO MD	LEASE-AS LANDLORD	6/30/2021	Yes
1788	Seton Medical Center	VALLEY POWER SYSTEMS NORTH, INC.	CONSTRUCTION	4/16/2019	Yes
1789	Seton Medical Center	VAPOTHERM INC	ACTIVE HUMIDIFICATION DEVICES	10/31/2021	Yes
1790	Seton Medical Center	VAPOTHERM INC	ACTIVE HUMIDIFICATION DEVICES	10/31/2021	Yes
1791	Seton Medical Center	VARIAN MEDICAL SYSTEMS, INC.	SERVICES-RADIOLOGY	9/24/2017	Yes
1792	Seton Medical Center	VAUGHAN, DAVID MD	EKG SERVICES AGREEMENT	12/31/2019	Yes
1793	Seton Medical Center	VELYVIS, JOHN, MD	CALL COVERAGE FOR ORTHOPEDIC SURGERY	11/30/2018	Yes

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1794	Seton Medical Center	VELYVIS, JOHN, MD	MEDICAL DIRECTOR, ROBOTIC SURGERY	10/31/2018	Yes
1795	Seton Medical Center	VERGE HEALTH	PEER REVIEW SOFTWARE	6/30/2021	Yes
1796	Seton Medical Center	VERGE HEALTH	PEER REVIEW SOFTWARE	6/30/2021	Yes
1797	Seton Medical Center	VERITY MEDICAL FOUNDATION	PHYSICIANS-DIRECTORSHIP	9/30/2019	Removed
1798	Seton Medical Center	VERITY MEDICAL FOUNDATION	PHYSICIANS-DIRECTORSHIP	6/30/2020	Removed
1799	Seton Medical Center	VERITY MEDICAL FOUNDATION	PHYSICIANS-ON CALL	6/30/2020	Removed
1800	Seton Medical Center	VERITY MEDICAL FOUNDATION	PHYSICIANS-ON CALL	6/30/2020	Removed
1801	Seton Medical Center	VERITY MEDICAL FOUNDATION	PHYSICIANS-PHYSICIAN ADVISOR AGREEMENT	1/31/2019	Removed
1802	Seton Medical Center	VERITY MEDICAL FOUNDATION	PHYSICIANS-PROFESSIONAL AND ADMINISTRATIVE SERVICES AGREEMENT	3/31/2019	Removed
1803	Seton Medical Center	Verity Medical Foundation Hospitalist & Intensivist Services	HOSPITALIST & INTENSIVIST SERVICES	3/31/2019	Yes
1804	Seton Medical Center	VERIZON/GTE MOBILENET	LEASE-AS LANDLORD	1/31/2024	Yes
1805	Seton Medical Center	VILLANUEVA, ANTHONY MD	CALL COVERAGE FOR OPHTHALMOLOGY	12/31/2020	Yes
1806	Seton Medical Center	VYAIRE MEDICAL	NON-INVASIVE CARDIOLOGY EQUIP	5/31/2021	Yes
1807	Seton Medical Center	VYAIRE MEDICAL	PHYSIOLOGICAL MONITORING SYS	5/31/2021	Yes
1808	Seton Medical Center	VYAIRE MEDICAL	FETAL MONITORING	5/31/2021	Yes
1809	Seton Medical Center	VYAIRE MEDICAL	INFANT CARE CAPITAL EQUIPMENT	7/31/2021	Yes
1810	Seton Medical Center	VYAIRE MEDICAL	NON-INVASIVE CARDIOLOGY EQUIP	5/31/2021	Yes
1811	Seton Medical Center	VYAIRE MEDICAL	PHYSIOLOGICAL MONITORING SYS	5/31/2021	Yes
1812	Seton Medical Center	VYAIRE MEDICAL	FETAL MONITORING	5/31/2021	Yes
1813	Seton Medical Center	VYAIRE MEDICAL	INFANT CARE CAPITAL EQUIPMENT	7/31/2021	Yes
1814	Seton Medical Center	W L GORE & ASSOCIATES INC	SYNTHETIC BIOABSORBABLE MESH	9/30/2019	Yes
1815	Seton Medical Center	W L GORE & ASSOCIATES INC	VASCULAR GRAFTS	3/31/2020	Yes
1816	Seton Medical Center	W L GORE & ASSOCIATES INC	DIC PRODUCTS	6/30/2019	Yes
1817	Seton Medical Center	W L GORE & ASSOCIATES INC	SYNTHETIC BIOABSORBABLE MESH	9/30/2019	Yes
1818	Seton Medical Center	W L GORE & ASSOCIATES INC	VASCULAR GRAFTS	3/31/2020	Yes
1819	Seton Medical Center	W L GORE & ASSOCIATES INC	DIC PRODUCTS	6/30/2019	Yes
1820	Seton Medical Center	W. L. GORE & ASSOCIATES, INC.	CONSIGNMENT AGREEMENT	6/30/2016	Yes
1821	Seton Medical Center	W. L. GORE & ASSOCIATES, INC.	CONSIGNMENT AGREEMENT	9/14/2018	Yes
1822	Seton Medical Center	WATER TECH SPECIALTIES, INC.	CONSTRUCTION	4/23/2019	Yes
1823	Seton Medical Center	WELCH ALLYN INC	PATIENT SCALES	9/30/2020	Yes
1824	Seton Medical Center	WELCH ALLYN INC	ELECTRONIC THERMOMETRY	5/31/2020	Yes
1825	Seton Medical Center	WELCH ALLYN INC	DISPOSABLE VAGINAL SPECULUMS	6/30/2019	Yes
1826	Seton Medical Center	WELCH ALLYN INC	PATIENT SCALES	9/30/2020	Yes
1827	Seton Medical Center	WELCH ALLYN INC	ELECTRONIC THERMOMETRY	5/31/2020	Yes
1828	Seton Medical Center	WELCH ALLYN INC	DISPOSABLE VAGINAL SPECULUMS	6/30/2019	Yes
1829	Seton Medical Center	WENZEL SPINE INC	SPINAL IMPLANTS AND RELATED PRODUCTS	4/4/2020	Yes
1830	Seton Medical Center	WEST COM & TV INC	NURSE CALL SYSTEMS	4/30/2021	Yes
1831	Seton Medical Center	WEST COM & TV INC	NURSE CALL SYSTEMS	4/30/2021	Yes
1832	Seton Medical Center	WOMEN'S HEALTH GROUP	LEASE-AS LANDLORD	7/31/2018	Yes
1833	Seton Medical Center	WRIGHT MEDICAL TECHNOLOGY, INC	GENERAL ORTHO TRAUMA PRODUCTS	10/31/2019	Yes
1834	Seton Medical Center	WRIGHT MEDICAL TECHNOLOGY, INC	GENERAL ORTHO TRAUMA PRODUCTS	10/31/2019	Yes
1835	Seton Medical Center	WU, JAMES C. MD, INC.	LEASE-AS LANDLORD	3/31/2021	Yes
1836	Seton Medical Center	X-SPINE SYSTEMS INC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/13/2019	Yes
1837	Seton Medical Center	X-SPINE SYSTEMS INC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/13/2019	Yes
1838	Seton Medical Center	YAN, ALICE MD	LEASE-AS LANDLORD	6/30/2017	Yes
1839	Seton Medical Center	YEE, EDWARD MD	THORACIC SURGERY ON CALL	12/31/2020	Yes
1840	Seton Medical Center	YOH STAFFING, LLC [YOH SERVICES LLC]	SERVICES-STAFFING	10/6/2020	Yes
1841	Seton Medical Center	ZENG, RONG WENDY MD	ON-CALL COVERAGE AGREEMENT FOR OB/GYN	1/31/2020	Yes
1842	Seton Medical Center	ZIMMER	GENERAL ORTHO TRAUMA PRODUCTS	10/31/2019	Yes
1843	Seton Medical Center	ZIMMER	SURGICAL AUTOMATIC TOURNIQUET	10/31/2019	Yes
1844	Seton Medical Center	ZIMMER	SURGICAL SKIN GRAFTING DEVICES	4/30/2020	Yes
1845	Seton Medical Center	ZIMMER	TRACTION PRODUCTS	4/30/2021	Yes
1846	Seton Medical Center	ZIMMER	PULSE LAVAGE PRODUCTS	3/31/2021	Yes
1847	Seton Medical Center	ZIMMER	TOTAL JOINT IMPLANTS	7/30/2020	Yes
1848	Seton Medical Center	ZIMMER	ORTHO TOTAL JOINT INPLANTS	7/30/2020	Yes
1849	Seton Medical Center	ZIMMER	GENERAL ORTHO TRAUMA PRODUCTS	10/31/2019	Yes
1850	Seton Medical Center	ZIMMER	SURGICAL AUTOMATIC TOURNIQUET	10/31/2019	Yes
1851	Seton Medical Center	ZIMMER	SURGICAL SKIN GRAFTING DEVICES	4/30/2020	Yes
1852	Seton Medical Center	ZIMMER	TRACTION PRODUCTS	4/30/2021	Yes
1853	Seton Medical Center	ZIMMER	PULSE LAVAGE PRODUCTS	3/31/2021	Yes
1854	Seton Medical Center	ZIMMER	TOTAL JOINT IMPLANTS	7/30/2020	Yes
1855	Seton Medical Center	ZIMMER	ORTHO TOTAL JOINT INPLANTS	7/30/2020	Yes
1856	Seton Medical Center	ZIMMER [ZIMMER US, INC.]	CONSIGNMENT AGREEMENT	11/30/2015	Yes
1857	Seton Medical Center	Z-MEDICA CORPORATION	HEMOSTASIS AND COMPRESSION	6/30/2021	Yes
1858	Seton Medical Center	Z-MEDICA CORPORATION	HEMOSTASIS AND COMPRESSION	6/30/2021	Yes
1859	Seton Medical Center	ZOLL MEDICAL CORPORATION	EXTERNAL DEFIBRILLATORS	5/31/2019	Yes
1860	Seton Medical Center	ZOLL MEDICAL CORPORATION	PATIENT TEMPERATURE MANAGEMENT PRODUCTS	12/31/2020	Yes
1861	Seton Medical Center	ZOLL MEDICAL CORPORATION	EXTERNAL DEFIBRILLATORS	5/31/2019	Yes

Exhibit A: Executory Contracts and Unexpired Leases Designated by Strategic Global Asset Management, Inc. (SGM) to be Assumed (St. Vincent Medical Center, St. Vincent Dialysis Center, Inc., Seton Medical Center & St. Francis Medical Center) (C)

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
1862	Seton Medical Center	ZOLL MEDICAL CORPORATION	PATIENT TEMPERATURE MANAGEMENT PRODUCTS	12/31/2020	Yes
1863	Seton Medical Center	ZZ-DFINE INC	VERTEBRAL COMP FRACTURE REPAIR	6/30/2019	Yes
1864	Seton Medical Center	ZZ-DFINE INC	VERTEBRAL COMP FRACTURE REPAIR	6/30/2019	Yes
1	St. Francis Medical Center	3M (FKA SOFTMED SYSTEMS, INC.)	SERVICES-SOFTWARE MAINTENANCE AND SUPPORT	6/23/2019	Yes
2	St. Francis Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	STERILIZATION ASSURANCE	9/30/2019	Yes
3	St. Francis Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	HOUSEKEEPING PRODUCTS	1/31/2021	No
4	St. Francis Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	CATHETER TUBE SECUREMENT	8/31/2020	Yes
5	St. Francis Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	DISINFECTION CAPS	8/31/2019	Yes
6	St. Francis Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	PATIENT PREP CLIPPERS BLADES	1/31/2019	Yes
7	St. Francis Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	SURGICAL PATIENT PREP PRODUCTS	3/31/2019	Yes
8	St. Francis Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	INCISE DRAPES	9/30/2019	Yes
9	St. Francis Medical Center	3M HEALTHCARE MEDICAL PRODUCTS	SURGICAL HAND PREPS	4/30/2021	Yes
10	St. Francis Medical Center	AAF INTERNATIONAL	AIR FILTRATION PRODUCTS	8/31/2021	Yes
11	St. Francis Medical Center	ABBOTT LABORATORIES DIAGNOSTIC DIVISION	HEMATOLOGY ANALYZERS REAGENTS	7/31/2019	Yes
12	St. Francis Medical Center	ABBOTT LABORATORIES DIAGNOSTIC DIVISION	LAB ANALYZER PURCHASE/REAGENTS	6/12/2019	Yes
13	St. Francis Medical Center	ABBOTT LABORATORIES DIAGNOSTIC DIVISION (ABBOTT POINT OF CARE INC)	SUPPLIES-LABORATORY	6/12/2019	Yes
14	St. Francis Medical Center	ABBOTT NUTRITION-ROSS DIVISION	MEDICAL NUTRITION PRODUCTS 10+CS BRACKET	7/31/2020	Yes
15	St. Francis Medical Center	ABBOTT NUTRITION-ROSS DIVISION	INFANT FORMULA - BABY FRIENDLY	2/28/2021	Yes
16	St. Francis Medical Center	ABBOTT VASCULAR	DIC PRODUCTS	5/31/2020	Yes
17	St. Francis Medical Center	ABBOTT VASCULAR	DIC PRODUCTS SMC AND SVMC LOCAL	5/27/2019	Yes
18	St. Francis Medical Center	ABBOTT VASCULAR	PERIPHERAL AND BILIARY STENTS	5/31/2019	Yes
19	St. Francis Medical Center	ABBOTT VASCULAR	DIC PRODUCTS	5/31/2020	Yes
20	St. Francis Medical Center	ABBOTT VASCULAR	CORONARY STENTS NON-DRUG	5/31/2020	Yes
21	St. Francis Medical Center	ACELL INC	REGENERATIVE SKIN GRAFTING	12/31/2020	No
22	St. Francis Medical Center	ACELL INC	BIOLOGIC MESH PRODUCTS	9/30/2019	No
23	St. Francis Medical Center	ACUTE CARE PHARMACEUTICALS	USP 797 AND 800 CLEANING SU	4/30/2019	No
24	St. Francis Medical Center	ADVANCE MEDICAL DESIGN INC	OR EQUIPMENT DRAPES	3/31/2019	Yes
25	St. Francis Medical Center	ADVANCED PRACTICE STRATEGIES, INC.	AGREEMENT FOR SERVICES	7/31/2019	No
26	St. Francis Medical Center	ADVANCED VASCULAR DYNAMICS	HEMOSTASIS AND COMPRESSION	6/30/2021	Yes
27	St. Francis Medical Center	AEROBIOTIX, INC.	ROOM ENVIRONMENT INFECTION	1/31/2021	Yes
28	St. Francis Medical Center	AESCULAP INC	LAPAROSCOPIC SURGICAL INSTRUM	1/31/2019	Yes
29	St. Francis Medical Center	AESCULAP INC	INSTRUMENT CONTAINERS	1/31/2022	Yes
30	St. Francis Medical Center	AESCULAP INC	SURGICAL INSTRUMENTS	1/31/2022	Yes
31	St. Francis Medical Center	AETNA	HOSPITAL SERVICES AGREEMENT	Evergreen	No
32	St. Francis Medical Center	AETNA	HOSPITAL SERVICES AGREEMENT	Evergreen	No
33	St. Francis Medical Center	AETNA U.S. HEALTHCARE	PAYOR AGREEMENT	5/31/2020	Yes
34	St. Francis Medical Center	AGILYSYS NV, LLC	UNIVERSAL AGREEMENT	Evergreen	Yes
35	St. Francis Medical Center	AHMC	HOSPITAL SERVICES AGREEMENT	Evergreen	Yes
36	St. Francis Medical Center	AHMC	PAYOR AGREEMENT	7/13/2019	Yes
37	St. Francis Medical Center	AKSHAY MEHTA, M.D., INC.	CALL COVERAGE AGREEMENT FOR ORTHOPEDIC TRAUMA SERVICES	2/13/2019	Yes
38	St. Francis Medical Center	AKSHAY MEHTA, M.D., INC.	PHYSICIAN STAFFING AGREEMENT FOR ORTHOPEDIC CLINIC	2/13/2019	Yes
39	St. Francis Medical Center	Akshay Mehta, M.D., Inc.	CALL COVERAGE AGREEMENT FOR ORTHOPEDIC TRAUMA SERVICES	2/13/2019	Yes
40	St. Francis Medical Center	ALERE INFORMATICS INC	SERVICES-SOFTWARE MAINTENANCE AND SUPPORT	1/30/2021	Yes
41	St. Francis Medical Center	ALERE INFORMATICS INC	AGREEMENT FOR SERVICES	6/21/2019	Yes
42	St. Francis Medical Center	ALERE NORTH AMERICA INC	POINT OF CARE BLOOD GAS	3/31/2019	Yes
43	St. Francis Medical Center	ALEVIO LLC	ORTHO TOTAL JOINTS IMPLANTS	6/14/2019	No
44	St. Francis Medical Center	ALL CARE MEDICAL GROUP	RISK SHARING AGREEMENT	12/31/2018	Removed
45	St. Francis Medical Center	ALL CARE MEDICAL GROUP	RISK SHARING AGREEMENT	12/31/2018	Removed
46	St. Francis Medical Center	ALLADAWI, AYMAN, M.D., INC., A PROFESSIONAL CORPORATION D/B/A ALL SAFE MEDICAL GROUP	LETTER OF AGREEMENT	Evergreen	Yes
47	St. Francis Medical Center	ALLCARE INC	LAP SPONGES AND OR TOWELS	5/31/2020	Yes
48	St. Francis Medical Center	ALLEN, GWEN M MD, INC DBA GARDENA WOMEN'S CENTER	CALL COVERAGE AGREEMENT FOR OBSTETRICS IN-HOUSE AND GYN ER	6/30/2019	Yes
49	St. Francis Medical Center	ALLERGAN MEDICAL	BIOLOGIC MESH PRODUCTS	9/30/2019	Yes
50	St. Francis Medical Center	ALLERGAN MEDICAL	BREAST IMPLANTS/TISSUE EXPANDERS	1/31/2020	Yes
51	St. Francis Medical Center	ALPHATEC SPINE INC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/29/2019	Yes
52	St. Francis Medical Center	ALSCO, INC.	EQUIPMENT-LEASE/RENTAL	8/30/2020	Yes
53	St. Francis Medical Center	ALTAMED	HOSPITAL SERVICE AGREEMENT	Evergreen	Removed
54	St. Francis Medical Center	AMBU INC	LARYNGEAL MASK AIRWAYS	7/31/2020	Yes
55	St. Francis Medical Center	AMBU INC	RESPIRATORY THERAPY PRODUCTS	10/31/2018	Yes
56	St. Francis Medical Center	AMBULNZ HEALTH LLC	AGREEMENT FOR SERVICES	12/31/2018	Yes
57	St. Francis Medical Center	AMEDA INC	BREAST PUMP AND ACCESSORIES	10/31/2020	Yes
58	St. Francis Medical Center	AMERICAN ASSOCIATION OF BLOOD BANKS	SERVICES-CONSULTING	5/16/2020	Yes
59	St. Francis Medical Center	AMERICAN CAREER COLLEGE	STUDENT AFFILIATION AGREEMENT	3/31/2023	Yes

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60	St. Francis Medical Center	AMERICAN CAREER COLLEGE	STUDENT AFFILIATION AGREEMENT	3/31/2023	Yes
61	St. Francis Medical Center	AMERICAN COLLEGE OF HEALTHCARE	STUDENT AFFILIATION AGREEMENT	2/19/2019	No
62	St. Francis Medical Center	American College of Surgeons (ACS)	HOSPITAL PARTICIPATION AGREEMENT	4/24/2019	Yes
63	St. Francis Medical Center	AMERICAN HEALTHCARE AUDIT	SERVICES-PROFESSIONAL	Evergreen	Yes
64	St. Francis Medical Center	AMERICAN MEDICAL SCIENCE CENTER	STUDENT AFFILIATION AGREEMENT	2/9/2019	No
65	St. Francis Medical Center	AMERICAN RED CROSS	BLOOD PRODUCTS	11/11/2018	Yes
66	St. Francis Medical Center	AMERICAN UNIVERSITY OF ANTIGUA COLLEGE OF MEDICINE	STUDENT AFFILIATION AGREEMENT	1/4/2027	Yes
67	St. Francis Medical Center	AMERICAN UNIVERSITY OF HEALTH SCIENCES FOUNDATION	STUDENT AFFILIATION AGREEMENT	11/27/2019	Yes
68	St. Francis Medical Center	AMERICAN UNIVERSITY OF HEALTH SCIENCES, INC.	STUDENT AFFILIATION AGREEMENT	8/16/2018	No
69	St. Francis Medical Center	AMERICA'S CHOICE PROVIDER NETWORK	HOSPITAL SERVICES AGREEMENT	Evergreen	Yes
70	St. Francis Medical Center	AMERICA'S CHOICE PROVIDER NETWORK	PAYOR AGREEMENT	8/31/2019	Yes
71	St. Francis Medical Center	AMERICA'S CHOICE PROVIDER NETWORK	HOSPITAL SERVICE AGREEMENT	Evergreen	Yes
72	St. Francis Medical Center	AMIN FARAH M.D., INC., A PROFESSIONAL CORPORATION	PHYSICIAN-CHIEF OF MEDICAL STAFF	12/31/2018	Removed
73	St. Francis Medical Center	ANDERSON, MAXINE M. MD, INC.	IN-HOUSE / ON-CALL COVERAGE AGREEMENT - TRAUMA SERVICES AND GENERAL SURGERY	7/31/2019	Yes
74	St. Francis Medical Center	ANGELES IPA	RISK SHARING AGREEMENT	12/31/2018	Yes
75	St. Francis Medical Center	ANHTUAN TONG, MD	LETTER OF AGREEMENT	2/28/2019	Yes
76	St. Francis Medical Center	ANSELL HEALTHCARE PRODUCTS INC	SURGEON GLOVES	4/30/2019	Yes
77	St. Francis Medical Center	ANTHEM BLUE CROSS	FACILITY SERVICES AGREEMENT	Evergreen	No
78	St. Francis Medical Center	ANTHEM BLUE CROSS	FACILITY SERVICES AGREEMENT	Evergreen	No
79	St. Francis Medical Center	ANTHEM BLUE CROSS	PAYOR AGREEMENT	12/31/2019	No
80	St. Francis Medical Center	ANTHEM BLUE CROSS MEDI-CAL	HOSPITAL SERVICES AGREEMENT	Evergreen	No
81	St. Francis Medical Center	ANTHEM BLUE CROSS MEDI-CAL	HOSPITAL SERVICES AGREEMENT	Evergreen	No
82	St. Francis Medical Center	ANTHEM BLUE CROSS MEDI-CAL	PAYOR AGREEMENT	7/14/2019	No
83	St. Francis Medical Center	ANTOINE E MITRI, MD, INC	CALL COVERAGE AGREEMENT FOR NEUROLOGY-STROKE	4/30/2019	Yes
84	St. Francis Medical Center	APOGEE CONSULTING GROUP	LETTER OF AGREEMENT	4/28/2019	Yes
85	St. Francis Medical Center	APPLECARE	RISK SHARING AGREEMENT	12/31/2018	Yes
86	St. Francis Medical Center	APPLECARE	RISK SHARING AGREEMENT	12/31/2018	Yes
87	St. Francis Medical Center	APPLECARE MEDICAL MANAGEMENT, LLC	CAPITATION MANAGEMENT AGREEMENT	2/28/2019	Yes
88	St. Francis Medical Center	APPLIED MEDICAL RESOURCES CORPORATION	ENDOMECHANICAL PRODUCTS	3/31/2021	Yes
89	St. Francis Medical Center	APPLIED MEDICAL RESOURCES CORPORATION	TROCAR PRODUCTS	3/31/2021	Yes
90	St. Francis Medical Center	APPLIED MEDICAL RESOURCES CORPORATION	SURGICAL ENERGY PRODUCTS	12/13/2018	Yes
91	St. Francis Medical Center	APRIMA MEDICAL SOFTWARE, INC.	LICENSE-SOFTWARE	2/24/2019	Yes
92	St. Francis Medical Center	ARC CARE CENTER BUENA PARK	SERVICES-PROFESSIONAL	Evergreen	Yes
93	St. Francis Medical Center	ARGON MEDICAL DEVICES INC	DIR PRODUCTS	6/1/2019	Yes
94	St. Francis Medical Center	ARJO INC	PATIENT LIFTS	7/31/2021	Yes
95	St. Francis Medical Center	ARROW INTERNATIONAL INC	HEMODYNAMIC MONITORING PRODUCT	6/30/2020	Yes
96	St. Francis Medical Center	ARROW INTERNATIONAL INC	CENTRAL VENOUS ACCESS PRODUCTS	6/30/2020	Yes
97	St. Francis Medical Center	ARROW INTERNATIONAL INC	REGIONAL ANESTHESIA TRAYS	1/31/2019	Yes
98	St. Francis Medical Center	ARTHREX INC	ARTHROSCOPY SUPPLIES	6/30/2019	Yes
99	St. Francis Medical Center	ARTHUR P. CHOU, M.D., INC.	ON-CALL COVERAGE AGREEMENT FOR NEUROSURGERY SERVICES	7/31/2019	Yes
100	St. Francis Medical Center	ASAHI INTECC USA INC	DIC PRODUCTS	6/30/2019	Yes
101	St. Francis Medical Center	ASCEND CLINICAL LLC.	LABORATORY	Evergreen	Yes
102	St. Francis Medical Center	ASPEN SURGICAL PRODUCTS	SURGICAL BLADES	9/30/2019	Yes
103	St. Francis Medical Center	ASPEN UNIVERSITY	STUDENT AFFILIATION AGREEMENT	2/19/2019	Yes
104	St. Francis Medical Center	AUTOMAC PARKING	SERVICES-PARKING	9/30/2019	Yes
105	St. Francis Medical Center	AVANOS MEDICAL	CLOSED VENTILATION SUCTION	10/31/2018	No
106	St. Francis Medical Center	AVANOS MEDICAL	ORAL CARE	7/31/2019	No
107	St. Francis Medical Center	AVANOS MEDICAL	PAIN MGMT LOCAL ANESTHETIC	5/31/2020	No
108	St. Francis Medical Center	AVANOS MEDICAL	FEEDING PUMPS DEVICES SETS	7/31/2021	No
109	St. Francis Medical Center	AVANOS MEDICAL	DISPOSABLE NON-STERILE APPAREL	11/30/2018	No
110	St. Francis Medical Center	AVANOS MEDICAL	EXAM GLOVES	4/30/2019	No
111	St. Francis Medical Center	AVANOS MEDICAL	STERILE PACKS AND GOWNS	12/31/2019	No
112	St. Francis Medical Center	AYMAN ALLADAWI, M.D., INC., A PROFESSIONAL CORPORATION D/B/A ALL SAFE MEDICAL GROUP	CALL COVERAGE AGREEMENT FOR OBSTETRICS IN-HOUSE AND GYN ER	6/30/2019	Yes
113	St. Francis Medical Center	AYMAN ALLADAWI, M.D., INC., A PROFESSIONAL CORPORATION D/B/A ALL SAFE MEDICAL GROUP	PHYSICIANS-RECRUITMENT LOAN AGREEMENT	8/31/2018	Yes
114	St. Francis Medical Center	AYOUB, ELIAS MD	CALL AGREEMENT FOR ENT SERVICES	6/30/2019	Yes
115	St. Francis Medical Center	B BRAUN INTERVENTIONAL SYSTEM	DIR PRODUCTS	1/31/2020	Yes
116	St. Francis Medical Center	B BRAUN INTERVENTIONAL SYSTEM	VENA CAVA FILTERS	7/31/2020	Yes
117	St. Francis Medical Center	B BRAUN MEDICAL INC	REGIONAL ANESTHESIA TRAYS	1/31/2019	Yes
118	St. Francis Medical Center	B BRAUN MEDICAL INC	INFUSION DEVICES	1/31/2020	Yes
119	St. Francis Medical Center	B BRAUN MEDICAL INC	INFUSION SETS	1/31/2020	Yes
120	St. Francis Medical Center	B BRAUN MEDICAL INC	IV FLUIDS, BAG BASED DRUG	1/30/2020	Yes
121	St. Francis Medical Center	B BRAUN MEDICAL INC	PHARMACY COMPOUNDING EQUIPMENT	1/31/2020	Yes
122	St. Francis Medical Center	B BRAUN MEDICAL INC	SAFETY IV CATHETERS	9/30/2019	Yes
123	St. Francis Medical Center	B.E. Smith Interim Services, Inc.	INTERIM SERVICES AGREEMENT	12/4/2019	Yes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
124	St. Francis Medical Center	BABY FRIENDLY USA	BUSINESS ASSOCIATE AGREEMENT	6/25/2019	Yes
125	St. Francis Medical Center	BACTERIN INTERNATIONAL INC	BONE TISSUE SYNTHETIC IMPLANT	6/30/2020	Yes
126	St. Francis Medical Center	BARD ACCESS SYSTEMS DIV	CATHETER TUBE SECUREMENT	8/31/2020	Yes
127	St. Francis Medical Center	BARD ACCESS SYSTEMS DIV	SAFETY HUBER NEEDLES	2/28/2021	Yes
128	St. Francis Medical Center	BARD DAVOL	BIOLOGICAL MESH PRODUCTS	9/30/2019	Yes
129	St. Francis Medical Center	BARD DAVOL	SURGICAL MESH PRODUCTS	9/30/2019	Yes
130	St. Francis Medical Center	BARD DAVOL	SYNTHETIC BIOABSORBABLE MESH PRODUCTS	9/30/2019	Yes
131	St. Francis Medical Center	BARD DAVOL	ENDOMECHANICAL PRODUCTS	3/31/2021	Yes
132	St. Francis Medical Center	BARD MEDICAL DIVISION	GENERAL UROLOGICAL PRODUCTS	2/28/2019	Yes
133	St. Francis Medical Center	BARD MEDICAL DIVISION	WOUND DRAINAGE PRODUCTS	7/31/2021	Yes
134	St. Francis Medical Center	BARD PERIPHERAL VASCULAR	IMPLANTABLE INFUSION PORTS	10/31/2019	Yes
135	St. Francis Medical Center	BARD PERIPHERAL VASCULAR	CATH LAB PRODUCTS	5/31/2019	Yes
136	St. Francis Medical Center	BAUSCH AND LOMB	OPHTHALMOLOGY PRODUCTS	6/30/2020	Yes
137	St. Francis Medical Center	BAXTER HEALTHCARE CORP	INFUSION DEVICES	1/31/2020	Yes
138	St. Francis Medical Center	BAXTER HEALTHCARE CORP	INFUSION SETS	1/31/2020	Yes
139	St. Francis Medical Center	BAXTER HEALTHCARE CORP	IV FLUIDS, BAG BASED DRUG	1/31/2020	Yes
140	St. Francis Medical Center	BAXTER HEALTHCARE CORP	PHARMACY COMPOUNDING EQUIPMENT	1/31/2020	Yes
141	St. Francis Medical Center	BAXTER HEALTHCARE CORP	NEEDLELESS CONNECTORS	1/31/2020	Yes
142	St. Francis Medical Center	BAYER MEDICAL CARE LLC	CM INJECTORS AND DISPOSABLES	12/31/2020	Yes
143	St. Francis Medical Center	BAYER MEDICAL CARE LLC	CONTRAST MEDIA MR	12/31/2020	Yes
144	St. Francis Medical Center	BEAVER VISITEC INTERNATIONAL INC	OPHTHALMOLOGY PRODUCTS	6/30/2020	Yes
145	St. Francis Medical Center	BECKMAN COULTER	SERVICES-EQUIPMENT MAINTENANCE	10/31/2019	Yes
146	St. Francis Medical Center	BECKMAN COULTER CORP	CHEMISTRY REAGENTS	5/1/2019	Yes
147	St. Francis Medical Center	BECKMAN COULTER CORP	URINALYSIS ANALYZERS REAGENTS	7/31/2019	Yes
148	St. Francis Medical Center	BECTON DICKINSON	SAFETY HYPODERMIC PRODUCTS	9/30/2019	Yes
149	St. Francis Medical Center	BECTON DICKINSON	STANDARD HYPODERMIC PRODUCTS	9/30/2019	Yes
150	St. Francis Medical Center	BECTON DICKINSON	AUTOMATED BLOOD CULTURE	10/31/2019	Yes
151	St. Francis Medical Center	BECTON DICKINSON	SAFETY IV CATHETERS	9/30/2019	Yes
152	St. Francis Medical Center	BECTON DICKINSON & COMPANY	ACQUISITION AGREEMENT	8/20/2025	Yes
153	St. Francis Medical Center	BECTON DICKINSON HEALTH CARE SYSTEMS	INFUSION SETS	1/31/2020	Yes
154	St. Francis Medical Center	BERNARDITA L. DE LOS REYES, M.D., INC. D/B/A CLINICA SANTA ISABEL	PHYSICIANS-ON CALL	6/30/2019	Removed
155	St. Francis Medical Center	BERNARDITA L. DE LOS REYES, M.D., INC. D/B/A CLINICA SANTA ISABEL	IN-HOUSE COVERAGE AGREEMENT FOR OBSTETRICS / GYNECOLOGY	6/30/2019	Yes
156	St. Francis Medical Center	Biel Consulting Inc.	SERVICE AGREEMENT	7/31/2019	Yes
157	St. Francis Medical Center	BIO RAD LABORATORIES DIAGNOSTICS	BLOOD BANK ANALYZERS REAGENTS	1/31/2019	Yes
158	St. Francis Medical Center	BIO-MEDICAL APPLICATIONS OF CALIFORNIA, INC. (BMA)(FKA HEMACARE CORP)	SERVICES-OUTSIDE LAB	4/30/2019	Yes
159	St. Francis Medical Center	BIOMERIEUX VITEK INC	AUTOMATED BLOOD CULTURE	10/31/2019	Yes
160	St. Francis Medical Center	BIOMERIEUX VITEK INC	AUTOMATED MICROBIAL ID MIC	10/31/2019	Yes
161	St. Francis Medical Center	BIOTRONIC NEURONETWORK LLC	INTRAOPERATIVE NEUROPHYSICAL	10/31/2018	No
162	St. Francis Medical Center	BIOTRONIK INC	CARDIAC RHYTHM MANAGEMENT	8/14/2020	Yes
163	St. Francis Medical Center	BIOVENTUS LLC	BONE AND BONE SUBSTITUTE PRODUCTS	6/30/2021	Yes
164	St. Francis Medical Center	BIOVENTUS LLC	SYNTHETIC IMPLANTABLE PRODUCTS	6/30/2021	Yes
165	St. Francis Medical Center	BLICKMAN INC	STAINLESS STEEL EQUIPMENT	6/30/2021	Yes
166	St. Francis Medical Center	BLUE SHIELD OF CALIFORNIA	HOSPITAL SERVICES AGREEMENT	Evergreen	Yes
167	St. Francis Medical Center	BLUE SHIELD OF CALIFORNIA	PAYOR AGREEMENT	9/30/2019	Yes
168	St. Francis Medical Center	BMC LANDSCAPE MANAGEMENT, INC.	SERVICES-LANDSCAPING	2/21/2019	Yes
169	St. Francis Medical Center	BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION	STUDENT AFFILIATION AGREEMENT	1/25/2019	Yes
170	St. Francis Medical Center	BOSTON SCIENTIFIC	THROMBECTOMY PRODUCTS	10/31/2018	Yes
171	St. Francis Medical Center	BOSTON SCIENTIFIC	DRUG ELUTING CORONARY STENTS	6/30/2019	Yes
172	St. Francis Medical Center	BOSTON SCIENTIFIC	PERIPHERAL AND BILIARY STENTS	1/31/2020	Yes
173	St. Francis Medical Center	BOSTON SCIENTIFIC	ELECTROPHYSIOLOGY PRODUCTS	11/30/2020	Yes
174	St. Francis Medical Center	BOSTON SCIENTIFIC	GASTROINTESTINAL ENDOSCOPY	1/31/2019	Yes
175	St. Francis Medical Center	BOSTON SCIENTIFIC	SPECIALTY UROLOGICAL PRODUCTS	12/31/2020	Yes
176	St. Francis Medical Center	BOSTON SCIENTIFIC	SURGICAL INCONTINENCE PRODUCTS	8/31/2021	Yes
177	St. Francis Medical Center	BOSTON SCIENTIFIC	DIC PRODUCTS	8/6/2019	Yes
178	St. Francis Medical Center	BOSTON SCIENTIFIC	DIR PRODUCTS	7/31/2019	Yes
179	St. Francis Medical Center	BOSTON SCIENTIFIC (FKA ENDOCHOICE)	GASTROINTESTINAL ENDOSCOPY	1/31/2019	Yes
180	St. Francis Medical Center	BOSTON SCIENTIFIC CRM	CARDIAC RHYTHM MANAGEMENT	6/21/2020	Yes
181	St. Francis Medical Center	BOUZAGLOU, ARMAND MD, A PROFESSIONAL CORPORATION	MEDICAL DIRECTOR RADIATION ONCOLOGY	2/28/2020	Yes
182	St. Francis Medical Center	BOWENS, KAROL L., MD, A MEDICAL CORPORATION	PHYSICIANS-ON CALL	6/30/2019	Removed
183	St. Francis Medical Center	BOWENS, KAROL L., MD, A MEDICAL CORPORATION	OBSTETRICS COVERAGE AGREEMENT	6/30/2019	Yes
184	St. Francis Medical Center	BOWENS, KAROL L., MD, A MEDICAL CORPORATION	MEDICAL CONSULTANT AGREEMENT FOR WELCOME BABY PROGRAM	9/30/2018	Yes
185	St. Francis Medical Center	BRACCO DIAGNOSTICS INC	CONTRACT MEDIA BARIUM	12/31/2020	Yes
186	St. Francis Medical Center	BRAND NEW DAY	LETTER OF AGREEMENT (LOA)	Evergreen	No
187	St. Francis Medical Center	BRAND NEW DAY	LETTER OF AGREEMENT (LOA)	Evergreen	No
188	St. Francis Medical Center	BRAND, JONATHAN MD	PHYSICIANS-DIRECTORSHIP	12/31/2019	Removed

Exhibit A: Executory Contracts and Unexpired Leases Designated by Strategic Global Asset Management, Inc. (SGM) to be Assumed by St. Vincent Medical Center, St. Vincent Dialysis Center, Inc., Seton Medical Center & St. Francis Medical Center) (C)

(Corresponds to Exhibit A (Parts 1 to 3) Attached to the Cure Notice Filed on March 5, 2019 - Doc# 1704)

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
189	St. Francis Medical Center	BRAND, JONATHAN MD	MEDICAL DIRECTOR BEHAVIORAL HEALTH SERVICES	12/31/2019	Yes
190	St. Francis Medical Center	BRASSELER USA MEDICAL LLC	ORTHOPEDIC POWER TOOLS	4/30/2019	Yes
191	St. Francis Medical Center	BREG INC.	ORTHOPEDIC SOFT GOODS	11/30/2021	Yes
192	St. Francis Medical Center	BRIAN M LEE, M. D. INC.	PROFESSIONAL SERVICES AGREEMENT - INDIGENT CARE PROGRAM	10/31/2018	Yes
193	St. Francis Medical Center	BRIGGS CORP	DOCUMENTATION SOLUTION SYSTEMS	12/31/2018	Yes
194	St. Francis Medical Center	BSN MEDICAL	CASTING AND SPLINTING SUPPLIES	10/31/2019	Yes
195	St. Francis Medical Center	BSN MEDICAL	SKIN INTEGRITY: COMP WRAPS	3/31/2020	Yes
196	St. Francis Medical Center	BUFFALO FILTER	SMOKE EVACUATION SYSTEMS	8/31/2019	No
197	St. Francis Medical Center	BUSINESS MANAGEMENT SOLUTION	SERVICES-SOFTWARE MAINTENANCE AND SUPPORT	12/31/2019	Yes
198	St. Francis Medical Center	CAL NOC	CLINICAL SERVICES AGREEMENT	8/31/2019	Yes
199	St. Francis Medical Center	CAL STATE UNIVERSITY LOS ANGELES	STUDENT AFFILIATION AGREEMENT	2/25/2020	Yes
200	St. Francis Medical Center	CALIFORNIA CAREER INSTITUTE	STUDENT AFFILIATION AGREEMENT	11/14/2019	No
201	St. Francis Medical Center	CALIFORNIA COMMUNITY FOUNDATION	GRANT AGREEMENT	12/31/2018	Yes
202	St. Francis Medical Center	CALIFORNIA HOSPITAL PATIENT SAFETY ORGANIZATION	PARTICIPATING PROVIDER AGREEMENT	Evergreen	Yes
203	St. Francis Medical Center	CALIFORNIA INSTITUTE FOR NURSING & HEALTH CARE (CINHC)	CLINICAL SERVICES AGREEMENT	11/29/2019	Yes
204	St. Francis Medical Center	CALIFORNIA SCHOOL OF HEALTH SCIENCE	AGREEMENT FOR SERVICES	8/13/2019	Yes
205	St. Francis Medical Center	CALIFORNIA STATE UNIVERSITY, LONG BEACH	STUDENT AFFILIATION AGREEMENT	11/30/2019	Yes
206	St. Francis Medical Center	CALIFORNIA STATE UNIVERSITY, SAN MARCOS	STUDENT AFFILIATION AGREEMENT	7/31/2019	Yes
207	St. Francis Medical Center	CALIFORNIA VICTIM COMPENSATION BOARD	GRANT AGREEMENT	6/30/2020	Yes
208	St. Francis Medical Center	CAPS (CENTRAL ADMIXTURE PHARMACY SERVICES INC	SUPPLIES-PHARMACEUTICAL	12/31/2018	Yes
209	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	MANUAL MICROBIOLOGY	2/28/2021	Yes
210	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	BREAST PUMP AND ACCESSORIES	10/31/2020	Yes
211	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	PATIENT PREP CLIPPERS BLADES	1/31/2019	Yes
212	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	EXAM GLOVES	4/30/2019	Yes
213	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	MEDICAL NUTRITION PRODUCTS 10+CS BRACKET	7/31/2020	Yes
214	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	BLOOD SPECIMEN COLLECTION	11/30/2018	Yes
215	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	RAPID DIAGNOSTIC TEST KITS	10/31/2021	Yes
216	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	LABELS ID BANDS RELATED PRODS	1/31/2019	Yes
217	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	STERILIZATION ASSURANCE	9/30/2019	Yes
218	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	INSTRUMENT CLEANERS ENZYMATICS	9/30/2019	Yes
219	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	TAPE PRODUCTS	1/31/2020	Yes
220	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	SHARPS DISPOSABLE CONTAINERS	4/30/2020	Yes
221	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	HIGH LEVEL DISINFECTANTS	4/30/2020	Yes
222	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	ELECTRONIC THERMOMETRY	5/31/2020	Yes
223	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	CHLOROHEXADINE GLUCONATE (CHG)	7/31/2020	Yes
224	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	DISPOSABLE LABOR AND DELIVERY	8/31/2020	Yes
225	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	SOAPS LOTIONS WATERLESS RINSES	9/30/2020	Yes
226	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	NEONATAL DEVELOPMENTAL PRODUCT	10/31/2020	Yes
227	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	ARTERIAL BLOOD GAS KITS	11/30/2020	Yes
228	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	SAFETY HUBER NEEDLES	2/28/2021	Yes
229	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	CLOSED VENTILATION SUCTION	10/31/2018	Yes
230	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	VCT ANTI-EMBOLISM STOCKINGS	11/30/2021	Yes
231	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	RESPIRATORY THERAPY PRODUCTS	10/31/2018	Yes
232	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	BEDSIDE PROCEDURE TRAYS	1/31/2019	Yes
233	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	ORAL CARE	7/31/2019	Yes
234	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	SAFETY HYPODERMIC PRODUCTS	9/30/2019	Yes
235	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	STANDARD HYPODERMIC PRODUCTS	9/30/2019	Yes
236	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	BANDAGES, DRESSINGS AND GAUZE	10/30/2019	Yes
237	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	ADHESIVE SKIN CLSOURES	1/31/2020	Yes
238	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	INFANT DIAPERS AND PRODUCTS	12/31/2019	Yes
239	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	ENTEROSTOMAL THERAPY PRODUCTS	3/31/2020	Yes
240	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	TRANSPARENT DRESSINGS	1/31/2020	Yes
241	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	COHESIVE BANDAGES	1/31/2020	Yes
242	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	ENDO TUBES AND RELATED PRODUCTS	12/31/2018	Yes
243	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	TEMPERATURE MONITORING PRODUCTS	12/31/2018	Yes
244	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	REGIONAL ANESTHESIA TRAYS	1/31/2019	Yes
245	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	OR EQUIPMENT DRAPES	3/31/2019	Yes
246	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	SURGICAL PATIENT PREP PRODUCTS	3/31/2019	Yes
247	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	SMOKE EVACUATION SYSTEMS	8/31/2019	Yes
248	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	SURGICAL BLADES	9/30/2019	Yes
249	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	SURGICAL AND ISOLATION MASKS	12/31/2019	Yes
250	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	CASTING AND SPLINTING SUPPLIES	10/31/2019	Yes
251	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	PAIN MGMT LOCAL ANESTHETIC	5/31/2020	Yes
252	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	LARYNGEAL MASK AIRWAYS	7/31/2020	Yes
253	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	CHEST DRAINAGE PRODUCTS	2/28/2021	Yes
254	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	SURGICAL HAND PREPS	4/30/2021	Yes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
255	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	SECUREMENT AND STABLIZATION PRODUCTS	10/30/2019	Yes
256	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	NEONATAL DEVELOPMENTAL PRODUCT	10/31/2020	Yes
257	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	DOCUMENTATION SOLUTION SYSTEMS	12/31/2018	Yes
258	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	DISPOSABLE VAGINAL SPECULUMS	6/30/2019	Yes
259	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	THROMBECTOMY PRODUCTS	10/31/2018	Yes
260	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	PERIPHERAL AND BILIARY STENTS	1/31/2020	Yes
261	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	NON-INVASIVE CARDIOLOGY EQUIP	5/31/2021	Yes
262	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	MEDICAL NUTRITIONAL PRODUCTS	7/31/2020	Yes
263	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	FEEDING PUMPS DEVICES SETS	7/31/2021	Yes
264	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	REUSABLE TEXTILES AND SERVICES	11/30/2018	Yes
265	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	CAN LINERS	7/31/2020	Yes
266	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	INFUSION DEVICES	1/31/2020	Yes
267	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	INFUSION SETS	1/31/2020	Yes
268	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	IV FLUIDS, BAG BASED DRUG	1/30/2020	Yes
269	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	PHARMACY COMPOUNDING EQUIPMENT	1/31/2020	Yes
270	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	NEEDLELESS CONNECTORS	1/31/2025	Yes
271	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	SAFETY PHLEBOTOMY	11/30/2021	Yes
272	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	SPECIALTY DISTRIBUTION - LAB	12/31/2021	Yes
273	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	AUTOMATED BLOOD CULTURE	10/31/2019	Yes
274	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	MANUAL MICROBIOLOGY	2/28/2021	Yes
275	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	HISTOLOGY AND CYTOLOGY	3/31/2021	Yes
276	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	GENERAL LABORATORY PRODUCTS	3/31/2021	Yes
277	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	CRIBS, BASSINETS, YOUTH BEDS	3/31/2019	Yes
278	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	STERILIZATION POUCHES	9/30/2019	Yes
279	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	AUTO ENDOSCOPIC REPROCESSOR	2/28/2021	Yes
280	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	LOW TEMPERATURE STERILIZATION	2/28/2021	Yes
281	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	STEAM STERILIZERS	2/28/2021	Yes
282	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	WASHERS AND DECONTAMINATORS	2/28/2021	Yes
283	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	PULSE OXIMETRY AND CAPNOGRAPHY	4/30/2021	Yes
284	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	SKIN INTEGRITY: WOUND CARE	3/31/2020	Yes
285	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	SKIN INTEGRITY: SKIN CLENSER	3/31/2020	Yes
286	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	SKIN INTEGRITY: COMP WRAPS	3/31/2020	Yes
287	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	INTERMEDIATE LEVEL DISINFECTANT WIPES	4/30/2020	Yes
288	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	INTERMEDIATE LEVEL WIPES	4/30/2020	Yes
289	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	HEMODYNAMIC MONITORING PRODUCT	6/30/2020	Yes
290	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	EXAM TABLE PAPER	6/30/2020	Yes
291	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	CHLORHEXIDINE GLUCONATE (CHG)	7/31/2020	Yes
292	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	ANTI-INFECTION SITE DRESSING	7/31/2020	Yes
293	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	RESTRAINTS AND FALL PREVENTION	7/31/2020	Yes
294	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	OBSTETRICAL MONITORING DEVICES	8/31/2020	Yes
295	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	CATHETER TUBE SECUREMENT	8/31/2020	Yes
296	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	ECG ELECTRODES, CABLES, LEADS	9/30/2020	Yes
297	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	PATIENT TEMPERATURE PRODUCTS	12/31/2020	Yes
298	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	SUCTION CANISTERS YANKAUERS	10/31/2018	Yes
299	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	DISPOSABLE NON-STERILE APPAREL	11/30/2021	Yes
300	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	DISPOSABLE NON STERILE APPAREL	11/30/2018	Yes
301	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	ACTIVE HUMIDIFICATION DEVICES	10/31/2021	Yes
302	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	SUTURE REMOVAL LACERATION TRAY	1/31/2019	Yes
303	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	GENERAL UROLOGICAL PRODUCTS	2/28/2019	Yes
304	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	GENERAL UROLOGIC PRODUCTS	2/28/2019	Yes
305	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	PATIENT CLESING SKIN CARE	S/31/2019	Yes
306	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	SKIN BREAKDOWN PREVENTION	6/30/2019	Yes
307	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	DISINFECTION CAPS	8/31/2019	Yes
308	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	SAFETY IV CATHETERS	9/30/2019	Yes
309	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	STANDARD HYPODERMIC NEEDLES	9/30/2019	Yes
310	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	BANDAGES, DRESSINGS AND GAUZE	10/30/2019	Yes
311	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	HOT AND COLD PACKS	11/30/2019	Yes
312	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	ENTEROSTOMAL THERAPY PRODUCTS	3/31/2020	Yes
313	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	TRACHEOSTOMY TUBES	9/30/2021	Yes
314	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	SURGEON GLOVES	4/30/2019	Yes
315	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	INCISE DRAPES	9/30/2019	Yes
316	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	GENERAL ORTHO TRAUMA PRODUCTS	10/31/2019	Yes
317	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	STERILE PACKS AND GOWNS	12/31/2019	Yes
318	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	LAP SPONGES AND OR TOWELS	5/31/2020	Yes
319	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	OPHTHALMOLOGY PRODUCTS	6/30/2020	Yes
320	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	DISPOSABLE ANESTHESIA PRODUCTS	7/31/2020	Yes
321	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	LARYNGOSCOPE SYSTEMS	7/31/2020	Yes
322	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	TOPICAL SKIN ADHESIVES	3/31/2021	Yes
323	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	KNOTLESS TISSUE CLOSURE DEVICE	3/31/2021	Yes
324	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	KNOTLESS TISSUE CLOSERE DEVICE	3/31/2021	Yes
325	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	SURGICAL ENERGY PRODUCTS	3/31/2021	Yes
326	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	TROCAR PRODUCTS	3/31/2021	Yes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
327	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	SUTURE PRODUCTS	3/31/2021	Yes
328	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	ENDOMECHANICAL PRODUCTS	3/31/2021	Yes
329	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	SPECIALTY WOMENS HEALTH SURG	1/31/2021	Yes
330	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	WOUND DRAINAGE PRODUCTS	7/31/2021	Yes
331	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	ORTHOPEDIC SOFT GOODS	11/30/2021	Yes
332	St. Francis Medical Center	CARDINAL HEALTH 200, LLC	WOUND DRAINAGE PRODUCTS	7/31/2021	Yes
333	St. Francis Medical Center	CARDINAL HEALTH 200, LLC d/b/a OPTIFRIEGHT	THIRD PARTY FREIGHT MANAGEMENT	5/31/2019	Yes
334	St. Francis Medical Center	CARDIO MEDICAL CONSULTANTS MEDICAL GROUP OF LONG BEACH, INC.	PROFESSIONAL SERVICES AGREEMENT - INDIGENT CARE PROGRAM	10/31/2018	Yes
33S	St. Francis Medical Center	CARDIO MEDICAL CONSULTANTS MEDICAL GROUP OF LONG BEACH, INC.	NEW MEDICAL DIRECTOR AGREEMENT CARDIOLOGY	6/30/2019	Yes
336	St. Francis Medical Center	CARDIO MEDICAL CONSULTANTS MEDICAL GROUP OF LONG BEACH, INC.	ON CALL COVERAGE FOR STEMI	3/31/2019	Yes
337	St. Francis Medical Center	CARE 1ST HEALTH PLAN	HOSPITAL SERVICES AGREEMENT	Evergreen	No
338	St. Francis Medical Center	CAREFUSION	CHLOROHEXADINE GLUCONATE (CHG)	7/31/2020	Yes
339	St. Francis Medical Center	Carefusion 2200 Inc.	COMMITMENT CONTRACT	11/30/2019	Yes
340	St. Francis Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	RESPIRATORY THERAPY PRODUCTS	10/31/2018	Yes
341	St. Francis Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	BEDSIDE PROCEDURE TRAYS	1/31/2019	Yes
342	St. Francis Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	PATIENT PREP CLIPPERS BLADES	1/31/2019	Yes
343	St. Francis Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	SURGICAL INSTRUMENTS	1/30/2019	Yes
344	St. Francis Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	SURGICAL PATIENT PREP PRODUCTS	3/31/2019	Yes
34S	St. Francis Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	SURGICAL HAND PREPS	4/30/2021	Yes
346	St. Francis Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	INSTRUMENT CONTAINERS	1/15/2109	Yes
347	St. Francis Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	ACTIVE HUMIDIFICATION DEVICES	10/31/2018	Yes
348	St. Francis Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	LAPAROSCOPIC SURGICAL INSTRUM	1/31/2019	Yes
349	St. Francis Medical Center	CAREFUSION 2200 MEDICAL SPECIALTIES	DISPOSABLE ANESTHESIA PRODUCTS	7/31/2020	Yes
350	St. Francis Medical Center	CAREFUSION SOLUTIONS, LLC	EQUIPMENT-LEASE/RENTAL	1/7/2021	Yes
351	St. Francis Medical Center	CARITAS BUSINESS SERVICES	BUSINESS ASSOCIATE AGREEMENT	Evergreen	Yes
352	St. Francis Medical Center	CAROLON	VCT ANTI-EMBOLISM STOCKINGS	11/30/2021	Yes
353	St. Francis Medical Center	CARREON, JORGE F. MD, INCORPORATED	PHYSICIANS-ON CALL	6/30/2019	Removed
354	St. Francis Medical Center	CARREON, JORGE F. MD, INCORPORATED	OBSTETRICS COVERAGE AGREEMENT	6/30/2019	Yes
355	St. Francis Medical Center	CEDARS-SINAI MEDICAL CENTER	STUDENT AFFILIATION AGREEMENT	5/31/2023	Yes
356	St. Francis Medical Center	CELULARITY FUNCTIONAL REGENERATION LLC	LOW FREQUENCY ULTRASONIC WOUND	4/30/2019	No
357	St. Francis Medical Center	CENTRAL ADMIXTURE PHARMACY SERVICES INC	OUTSOURCE IV ADMIXTURE SERVICES	12/31/2018	Yes
358	St. Francis Medical Center	CENTRAL HEALTH PLAN	HOSPITAL SERVICES AGREEMENT	Evergreen	No
359	St. Francis Medical Center	CEP AMERICA - CALIFORNIA, A CALIFORNIA GENERAL PARTNERSHIP	MEDICAL DIRECTOR AGREEMENT BIOETHICS PROGRAM	6/30/2019	Yes
360	St. Francis Medical Center	CEP AMERICA - CALIFORNIA, A CALIFORNIA GENERAL PARTNERSHIP	PROFESSIONAL AND ADMINISTRATIVE SERVICES AGREEMENT EMERGENCY SERVICES	6/30/2019	Yes
361	St. Francis Medical Center	Chamberlain University	STUDENT AFFILIATION AGREEMENT	12/31/2019	Yes
362	St. Francis Medical Center	CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE	STUDENT AFFILIATION AGREEMENT	6/25/2019	Yes
363	St. Francis Medical Center	CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE	STUDENT AFFILIATION AGREEMENT	6/25/2019	Yes
364	St. Francis Medical Center	Charles R. Drew University of Medicine and Science	STUDENT AFFILIATION AGREEMENT	12/25/2019	Yes
365	St. Francis Medical Center	CHEN, M.D., INC., GARY D/B/A CALIFORNIA ORTHOPEDIC INSTITUTE	CALL COVERAGE AGREEMENT FOR ORTHOPEDIC SERVICES	6/30/2019	Yes
366	St. Francis Medical Center	CHILDREN'S CARDIAC DIAGNOSTICS & MEDICAL ASSOCIATES PROFESSIONAL CORPORATION	PURCHASED SERVICES AGREEMENT FOR IN UTERO FETAL ECHOCARDIOGRAPHY	6/30/2019	Yes
367	St. Francis Medical Center	Choice Care/Humana	PAYOR AGREEMENT	Auto renew	No
368	St. Francis Medical Center	CHRISTOPHER G. GORING, M.D.	PHYSICIAN STAFFING AGREEMENT ORTHOPEDIC CLINIC	5/9/2019	Yes
369	St. Francis Medical Center	CIGNA	HOSPITAL SERVICES AGREEMENT	Evergreen	No
370	St. Francis Medical Center	CINCINNATI SUB ZERO	PATIENT TEMPERATURE PRODUCTS	12/31/2020	Yes
371	St. Francis Medical Center	CINTAS CORPORATION	AGREEMENT FOR SERVICES	Evergreen	Yes
372	St. Francis Medical Center	CINTAS CORPORATION DIRECT SALES/RENTALS	UNIFORMS	1/31/2021	Yes
373	St. Francis Medical Center	CINTAS CORPORATION DIRECT SALES/RENTALS	MICROFIBER PRODUCTS, MATS	1/31/2021	No
374	St. Francis Medical Center	CINTAS DOCUMENT MANAGEMENT	SERVICES-DOCUMENT DESTRUCTION	2/28/2019	Yes
375	St. Francis Medical Center	City of Los Angeles	GRANT AGREEMENT	6/30/2019	Yes
376	St. Francis Medical Center	CITY OF LYNWOOD	SERVICES-PARKING	2/28/2019	Yes
377	St. Francis Medical Center	CITY OF LYNWOOD	AGREEMENT FOR SERVICES	6/30/2019	Yes
378	St. Francis Medical Center	CLINICAL LABORATORY MEDICAL GROUP DBA ST. FRANCIS PATHOLOGY MEDICAL GROUP	PROFESSIONAL AND ADMINISTRATIVE SERVICES AGREEMENT - PATHOLOGY SERVICES	5/31/2019	Yes
379	St. Francis Medical Center	COLOPLAST CORP	SKIN INTEGRITY: WOUND CARE	3/31/2020	Yes
380	St. Francis Medical Center	COLOPLAST CORP	SKIN INTEGRITY: SKIN CLENSER	3/31/2020	Yes
381	St. Francis Medical Center	COLOPLAST CORP	BOWEL MANAGEMENT	3/31/2020	Yes
382	St. Francis Medical Center	COLOPLAST CORP	SPECIALTY UROLOGICAL PRODUCTS	12/31/2020	Yes
383	St. Francis Medical Center	COLOPLAST CORP	SURGICAL INCONTINENCE PRODUCTS	8/31/2021	Yes
384	St. Francis Medical Center	COMFORCE TECHNICAL SERVICES, INC. DBA RIGHTSOURCING (FKA COMFORCE TECHNICAL SERVICES, INC.)	SERVICES-STAFFING	Evergreen	Yes
38S	St. Francis Medical Center	Commander Naval Surgace Force U.S. Pacific Fleet	MEMORANDUM OF UNDERSTANDING	9/13/2020	Yes

Exhibit A: Executory Contracts and Unexpired Leases Designated by Strategic Global Asset Management, Inc. (SGM) to be Assumed by St. Vincent Medical Center, St. Vincent Dialysis Center, Inc., Seton Medical Center & St. Francis Medical Center) (C)

(Corresponds to Exhibit A (Parts 1 to 3) Attached to the Cure Notice Filed on March 5, 2019 - Doc# 1704)

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
386	St. Francis Medical Center	COMPLETE CARE COMMUNITY HEALTH CENTER, INC.	PATIENT TRANSFER AGREEMENT	3/1/2019	Yes
387	St. Francis Medical Center	COMPRESSION THERAPY CONCEPTS	VASCULAR COMPRESSION THERAPY	11/30/2018	Yes
388	St. Francis Medical Center	CONMED CORPORATION	LAP SUCTION IRRIGATION	7/30/2019	Yes
389	St. Francis Medical Center	CONMED CORPORATION	ENDOMECHANICAL PRODUCTS	3/31/2021	Yes
390	St. Francis Medical Center	CONMED CORPORATION	SPECIALTY WOMENS HEALTH SURG	1/31/2021	Yes
391	St. Francis Medical Center	CONMED LINVATEC	ORTHOPEDIC POWER TOOLS AND ACC	4/30/2019	Yes
392	St. Francis Medical Center	CONMED LINVATEC	ARTHROSCOPY SUPPLIES	5/30/2019	Yes
393	St. Francis Medical Center	CONMED LINVATEC	ARTHROSCOPY FLUID WASTE MGMT	3/1/2020	Yes
394	St. Francis Medical Center	CONTEC INC	PHARMACY CLEANING SUPPLIES AND EQUIPMENT	4/30/2019	Yes
395	St. Francis Medical Center	CONVATEC BRISTOL MYERS SQUIBB COMPANY	ENTEROSTOMAL THERAPY PRODUCTS	3/31/2020	Yes
396	St. Francis Medical Center	COOK MEDICAL INC	SPECIALTY UROLOGY PRODUCTS	12/31/2020	Yes
397	St. Francis Medical Center	COOK MEDICAL INC	GASTROINTESTINAL ENDOSCOPY	1/31/2019	Yes
398	St. Francis Medical Center	COOK MEDICAL INC	PERIPHERAL AND BILIARY STENTS	1/31/2020	Yes
399	St. Francis Medical Center	COOK MEDICAL INC	DIR PRODUCTS	1/31/2020	Yes
400	St. Francis Medical Center	COOK MEDICAL INC	CARDIAC RHYTHM MANAGEMENT	3/31/2020	Yes
401	St. Francis Medical Center	COOK MEDICAL INC	VENA CAVA FILTERS	7/31/2020	Yes
402	St. Francis Medical Center	COOK MEDICAL INC	HIGH RISK OBGYN PRODS MED/SURG	12/31/2019	Yes
403	St. Francis Medical Center	COOK MEDICAL INC	HIGH RISK OBGYN PROD SPECIALTY	12/31/2019	Yes
404	St. Francis Medical Center	COOPER SURGICAL INC	OBSTETRICAL MONITORING DEVICES	8/31/2020	Yes
405	St. Francis Medical Center	COPE HEALTH SOLUTIONS	SERVICES-CONSULTING	9/30/2020	No
406	St. Francis Medical Center	CORONEL-PEREY, ANNETTE A., M.D.	LETTER OF AGREEMENT	Evergreen	Yes
407	St. Francis Medical Center	COUNTY OF LOS ANGELES	STUDENT AFFILIATION AGREEMENT	5/1/2022	Yes
408	St. Francis Medical Center	COUNTY OF LOS ANGELES	SERVICES AGREEMENT	6/30/2019	Yes
409	St. Francis Medical Center	COUNTY OF LOS ANGELES	SERVICES AGREEMENT	6/30/2019	Yes
410	St. Francis Medical Center	County of Los Angeles	DELEGATED AUTHORITY AGREEMENT	3/1/2019	Yes
411	St. Francis Medical Center	County of Los Angeles	SERVICES AGREEMENT	12/31/2019	Yes
412	St. Francis Medical Center	County of Los Angeles	AGREEMENT FOR SERVICES	6/30/2022	Yes
413	St. Francis Medical Center	County of Los Angeles	STUDENT AFFILIATION AGREEMENT	6/30/2023	Yes
414	St. Francis Medical Center	COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES	STUDENT AFFILIATION AGREEMENT	Evergreen	Yes
415	St. Francis Medical Center	COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES	MASTER PURCHASING AGREEMENT	6/30/2024	Yes
416	St. Francis Medical Center	COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH	PARTICIPATING PROVIDER AGREEMENT	6/30/2021	Yes
417	St. Francis Medical Center	COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH	DESIGNATION AGREEMENT	4/15/2019	Yes
418	St. Francis Medical Center	COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH	SERVICES AGREEMENT	6/30/2019	Yes
419	St. Francis Medical Center	County of Los Angeles Department of Mental Health	ENTITY AGREEMENT	6/12/2019	Yes
420	St. Francis Medical Center	County of Los Angeles Department of Public Health	PARTICIPATING PROVIDER AGREEMENT	6/30/2019	Yes
421	St. Francis Medical Center	COUNTY OF LOS ANGELES EMERGENCY MEDICAL SERVICES	DESIGNATION AGREEMENT	6/30/2019	Yes
422	St. Francis Medical Center	COVERED CALIFORNIA	AGREEMENT FOR SERVICES	6/30/2019	Yes
423	St. Francis Medical Center	COVIDIEN BUSINESS SERVICES	CHART PAPER AND RELATED PRODUCTS	8/31/2020	Yes
424	St. Francis Medical Center	COVIDIEN BUSINESS SERVICES	SHARPS DISPOSABLE CONTAINERS	4/30/2020	No
425	St. Francis Medical Center	COVIDIEN BUSINESS SERVICES	DISPOSABLE LABOR AND DELIVERY	8/31/2020	Yes
426	St. Francis Medical Center	COVIDIEN BUSINESS SERVICES	BANDAGES, DRESSINGS AND GAUZE	10/30/2019	Yes
427	St. Francis Medical Center	COVIDIEN BUSINESS SERVICES	ENDO TUBES AND RELATED PRODUCTS	12/31/2018	Yes
428	St. Francis Medical Center	COVIDIEN BUSINESS SERVICES	PULSE OXIMETRY AND CAPNOGRAPHY	4/30/2021	Yes
429	St. Francis Medical Center	COVIDIEN BUSINESS SERVICES	ELECTRONIC THERMOMETRY	5/31/2020	Yes
430	St. Francis Medical Center	COVIDIEN BUSINESS SERVICES	ECG ELECTRODES, CABLES, LEADS	9/30/2020	Yes
431	St. Francis Medical Center	COVIDIEN BUSINESS SERVICES	DIALYSIS PRODUCTS	10/31/2020	Yes
432	St. Francis Medical Center	COVIDIEN BUSINESS SERVICES	STANDARD HYPODERMIC NEEDLES	9/30/2019	Yes
433	St. Francis Medical Center	COVIDIEN BUSINESS SERVICES	TRACHEOSTOMY TUBES	12/31/2018	Yes
434	St. Francis Medical Center	COVIDIEN BUSINESS SERVICES	DISPOSABLE WOUND RETRACTOR	4/30/2019	Yes
435	St. Francis Medical Center	COVIDIEN BUSINESS SERVICES	BIOLOGICAL MESH PRODUCTS	9/30/2019	Yes
436	St. Francis Medical Center	COVIDIEN BUSINESS SERVICES	VIDEO LARYNGOSCOPES	9/30/2020	Yes
437	St. Francis Medical Center	COVIDIEN BUSINESS SERVICES	KNOTLESS TISSUE CLOSURE DEVICE	3/31/2021	Yes
438	St. Francis Medical Center	COVIDIEN BUSINESS SERVICES	SURGICAL ENERGY PRODUCTS	3/31/2021	Yes
439	St. Francis Medical Center	COVIDIEN BUSINESS SERVICES	TROCAR PRODUCTS	3/31/2021	Yes
440	St. Francis Medical Center	COVIDIEN BUSINESS SERVICES	ENDOMECHANICAL PRODUCTS	3/31/2021	Yes
441	St. Francis Medical Center	COVIDIEN BUSINESS SERVICES	SPECIALTY WOMENS HEALTH SURG	1/31/2021	Yes
442	St. Francis Medical Center	CRAWFORD HEALTHCARE INC	SKIN INTEGRITY: WOUND CARE	3/31/2020	No
443	St. Francis Medical Center	DANDLELION MEDICAL	NEONATAL DEVELOPMENTAL PRODUCTS	10/31/2020	Yes
444	St. Francis Medical Center	DANIEL R. LEMAY, M.D., PH.D., INC.	ON-CALL COVERAGE AGREEMENT FOR NEUROSURGERY SERVICES	7/31/2019	Yes
445	St. Francis Medical Center	DANIEL R. LEMAY, M.D., PH.D., INC.	MEDICAL DIRECTOR AGREEMENT NEUROTRAUMA SERVICES	5/31/2019	Yes
446	St. Francis Medical Center	DAUGHTERS OF CHARITY HEALTH SYSTEM	BUSINESS ASSOCIATE AGREEMENT	7/16/2065	Yes
447	St. Francis Medical Center	DAVID F. RAZI M.D., INC.	CALL COVERAGE AGREEMENT-INTERNAL MEDICINE SERVICES	3/31/2019	Yes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
448	St. Francis Medical Center	DAVITA HEALTHCARE PARTNERS	HOSPITAL SERVICES AGREEMENT	Evergreen	No
449	St. Francis Medical Center	DAVITA MEDICAL MANAGEMENT LLC	LEASE-AS LANDLORD	2/28/2019	Yes
450	St. Francis Medical Center	DEDICATED BIOPSY SERVICES LLC (FKA BENKAI, INC. D/B/A/ DEDICATED BIOPSY SERVICES)	SERVICES-RADIOLOGY	12/7/2018	Yes
451	St. Francis Medical Center	DEPUY ORTHOPEDICS INC	ORTHO BONE CEMENT ACCS AND REVISIONS	7/23/2020	Yes
452	St. Francis Medical Center	DEPUY SYNTHES SALES INC	GENERAL ORTHO TRAUMA	10/25/2019	Yes
453	St. Francis Medical Center	DEPUY SYNTHES SALES INC	BIOLOGICAL MESH PRODUCTS	9/30/2019	Yes
454	St. Francis Medical Center	DERMA SCIENCES, INC.	SKIN INTEGRITY: WOUND CARE	3/31/2020	Yes
455	St. Francis Medical Center	DEROYAL INDUSTRIES INC	TEMPERATURE MONITORING PRODUCTS	12/31/2018	Yes
456	St. Francis Medical Center	DEROYAL INDUSTRIES INC	SKIN BREAKDOWN PREVENTION	6/30/2019	Yes
457	St. Francis Medical Center	DIAGNOSTICA STAGO, INC.	HEMOSTASIS ANALYZERS, REAGENTS	7/31/2019	Yes
458	St. Francis Medical Center	DINKINS, GRACIE-ANNE MD, INC.	IN-HOUSE / ON-CALL COVERAGE AGREEMENT FOR TRAUMA AND GENERAL SURGERY	7/31/2019	Yes
459	St. Francis Medical Center	DM SYSTEMS INC	SKIN BREAKDOWN PREVENTION	6/30/2019	No
460	St. Francis Medical Center	Doheny Healthy Community Initiatives	GRANT AGREEMENT	8/23/2019	Yes
461	St. Francis Medical Center	Douglass Family Mortuaries	MORTUARY SERVICES	10/31/2019	Yes
462	St. Francis Medical Center	DOWNEY CARDIO-MEDICAL GROUP, A PROFESSIONAL CORPORATION (FKA SINGH, ANANTJIT, MD, A PROFESSIONAL CORPORATION)	PROFESSIONAL SERVICES AGREEMENT - INDIGENT CARE PROGRAM	10/31/2018	Yes
463	St. Francis Medical Center	DR MALVIN YAN, INC., A CALIFORNIA PROFESSIONAL CORPORATION	CALL COVERAGE AGREEMENT-INTERNAL MEDICINE SERVICES	3/31/2019	Yes
464	St. Francis Medical Center	DR. ROMANENKO, INC., A PROFESSIONAL CORPORATION	CALL COVERAGE AGREEMENT FOR OBSTETRICS IN-HOUSE AND GYN ER	6/30/2019	Yes
465	St. Francis Medical Center	DRAEGER MEDICAL INC	ANESTHESIA EQUIPMENT	6/30/2019	Yes
466	St. Francis Medical Center	DRAEGER MEDICAL INC	PHYSIOLOGICAL MONITORING SYS	5/31/2021	Yes
467	St. Francis Medical Center	DUC H. DUONG, M.D., INC.	ON CALL COVERAGE NEUROSURGERY	12/31/2019	Yes
468	St. Francis Medical Center	DUROUSSEAU, WILBURN MD	OBSTETRICS COVERAGE AGREEMENT	6/30/2019	Yes
469	St. Francis Medical Center	DVA RENAL HEALTHCARE, INC. (A SUBSIDIARY OF DA VITA INC.)	CLINICAL SERVICES AGREEMENT	9/30/2018	No
470	St. Francis Medical Center	E M ADAMS COMPANY INC	RESTRAINTS AND FALL PREVENTION	7/31/2020	Yes
471	St. Francis Medical Center	EAST LOS ANGELES DOCTORS HOSPITAL (ELADH)	PATIENT TRANSFER AGREEMENT	5/31/2019	Yes
472	St. Francis Medical Center	EASY CHOICE HEALTH PLAN	HOSPITAL SERVICE AGREEMENT	Evergreen	No
473	St. Francis Medical Center	ECOLAB	SOAPS LOTIONS WATERLESS RINSES	9/30/2020	Yes
474	St. Francis Medical Center	ECOLAB	LAUNDRY PRODUCTS MAINTENANCE	12/31/2018	No
475	St. Francis Medical Center	ECOLAB	ROOM TURNOVER PRODUCTS	8/31/2021	Yes
476	St. Francis Medical Center	EDELSTEIN, ARTHUR J., MD, A PROFESSIONAL CORPORATION	ON-CALL COVERAGE AGREEMENT FOR OPHTHALMOLOGY SERVICES	12/31/2019	Yes
477	St. Francis Medical Center	EDWARD KWON, M.D., INC.	CALL COVERAGE AGREEMENT FOR TRAUMA GENERAL SURGERY AND TRAUMA SURGICAL NON TRAUMA SURGICAL CRITICAL CARE	7/31/2019	Yes
478	St. Francis Medical Center	EDWARDS LIFESCIENCES	HEMODYNAMIC MONITORING PRODUCT	6/30/2020	Yes
479	St. Francis Medical Center	EDWARDS LIFESCIENCES	THROMBECTOMY PRODUCTS	10/31/2018	Yes
480	St. Francis Medical Center	EDWARDS LIFESCIENCES	PERFUSION PRODUCTS	1/31/2021	Yes
481	St. Francis Medical Center	EDWARDS LIFESCIENCES	HEART VALVE PRODUCTS	6/11/2019	Yes
482	St. Francis Medical Center	EDWARDS LIFESCIENCES, INC	CONFIDENTIALITY & NON-DISCLOSURE	5/25/2022	Yes
483	St. Francis Medical Center	EHOB INC	SKIN BREAKDOWN PREVENTION	6/30/2019	No
484	St. Francis Medical Center	EL CAMINO COLLEGE DISTRICT	STUDENT AFFILIATION AGREEMENT	12/31/2018	Yes
485	St. Francis Medical Center	EL CAMINO COLLEGE DISTRICT	STUDENT AFFILIATION AGREEMENT	12/31/2018	Yes
486	St. Francis Medical Center	Emerald Textile	LINEN RENTAL SERVICES	10/31/2023	Yes
487	St. Francis Medical Center	ENCOMPASS GROUP LLC	REUSABLE TEXTILES AND SERVICES	11/30/2018	No
488	St. Francis Medical Center	ENCOMPASS GROUP LLC	DISPOSABLE NON STERILE APPAREL	11/30/2018	No
489	St. Francis Medical Center	EVOQUA WATER TECHNOLOGIES, LLC	AGREEMENT FOR SERVICES	12/2/2019	Yes
490	St. Francis Medical Center	FARSHAD MALEKMEHR MD INC	CALL COVERAGE AGREEMENT FOR TRAUMA/ER CARDIOVASCULAR SERVICES	5/16/2019	Yes
491	St. Francis Medical Center	FARSHAD MALEKMEHR MD INC	CALL COVERAGE AGREEMENT FOR THORACIC TRAUMA SURGERY	2/28/2019	Yes
492	St. Francis Medical Center	Farshad Malekmehr MD. Inc	PHYSICIANS-ON CALL	2/28/2019	Removed
493	St. Francis Medical Center	First Health	PAYOR AGREEMENT	Auto renew	No
494	St. Francis Medical Center	FIRST HEALTHCARE PRODUCTS	EXAM ROOM FURNITURE EQUIPMENT	3/31/2020	Yes
495	St. Francis Medical Center	FISHER AND PAYKEL HEALTHCARE INC	INFANT CARE CAPITAL EQUIPMENT	7/31/2021	Yes
496	St. Francis Medical Center	FISHER AND PAYKEL HEALTHCARE INC	ACTIVE HUMIDIFICATION DEVICES	10/31/2021	Yes
497	St. Francis Medical Center	FLANNERY, GARY F MD	ON-CALL COVERAGE AGREEMENT FOR ORTHOPEDICS	12/31/2018	Yes
498	St. Francis Medical Center	FLANNERY, GARY F MD	PROFESSIONAL SERVICES AGREEMENT FOR INDIGENT PROGRAM	5/31/2019	Yes
499	St. Francis Medical Center	FLEX ED, INC	STUDENT AFFILIATION AGREEMENT	9/30/2018	No
500	St. Francis Medical Center	FOLLETT CORP	ICE MACHINES AND DISPENSERS	6/30/2020	Yes
501	St. Francis Medical Center	FRIEDBERG, M.D., INC., DAVID	CALL COVERAGE FOR ORTHOPEDIC SURGERY	1/31/2019	Yes
502	St. Francis Medical Center	FRIEDBERG, M.D., INC., DAVID	ORTHOPEDIC TRAUMA LIAISON AND PRODUCT LINE MEDICAL DIRECTOR AGREEMENT	6/30/2019	Yes
503	St. Francis Medical Center	FRIEDBERG, M.D., INC., DAVID	PHYSICIAN STAFFING AGREEMENT ORTHOPEDIC CLINIC	6/30/2019	Yes

Exhibit A: Executory Contracts and Unexpired Leases Designated by Strategic Global Asset Management, Inc. (SGM) to be Assumed (St. Vincent Medical Center, St. Vincent Dialysis Center, Inc., Seton Medical Center & St. Francis Medical Center) (C)

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
504	St. Francis Medical Center	FUJIFILM MEDICAL SYSTEMS USA INC	ENTERPRISE IMAGE MANAGEMENT	12/31/2020	Yes
505	St. Francis Medical Center	FULMER, HUGH P., M.D. (FKA FULMER, HUGH P., M.D., INC.)	PROFESSIONAL SERVICES AGREEMENT INDIGENT CARE PROGRAM	6/30/2019	Yes
506	St. Francis Medical Center	FULMER, HUGH P., M.D. (FKA FULMER, HUGH P., M.D., INC.)	MEDICAL DIRECTOR ANTIMICROBIAL STEWARDSHIP PROGRAM (ASP)	6/30/2019	Yes
507	St. Francis Medical Center	GARY E FORD, M.D.	ON-CALL COVERAGE AGREEMENT FOR OTOLARYNGOLOGY	6/30/2019	Yes
508	St. Francis Medical Center	GASTRO-DIGESTIVE MEDICAL GROUP	PROFESSIONAL SERVICES AGREEMENT - INDIGENT CARE PROGRAM	5/31/2019	Yes
509	St. Francis Medical Center	GASTRO-DIGESTIVE MEDICAL GROUP	RECRUITMENT LOAN AGREEMENT	8/7/2020	Yes
510	St. Francis Medical Center	GASTRO-DIGESTIVE MEDICAL GROUP	CALL COVERAGE AGREEMENT FOR GASTROINTESTINAL SERVICES	1/31/2020	Yes
511	St. Francis Medical Center	GE HEALTHCARE - OEC	CONTRACT MEDIA X-RAY	12/31/2020	Yes
512	St. Francis Medical Center	GE HEALTHCARE - OEC	ANESTHESIA EQUIPMENT	6/30/2019	Yes
513	St. Francis Medical Center	GE MEDICAL SYSTEMS	PHYSIOLOGICAL MONITORING SYS	5/31/2021	Yes
514	St. Francis Medical Center	GE MEDICAL SYSTEMS	FETAL MONITORING	5/31/2021	Yes
515	St. Francis Medical Center	GE PRECISION HEALTHCARE, LLC	SERVICE AGREEMENT	2/17/2020	No
516	St. Francis Medical Center	GENESIS MEDICUS, LLC	SERVICES AGREEMENT	Evergreen	Yes
517	St. Francis Medical Center	GOLD STANDARD UROLOGY MEDICAL GROUP	CALL COVERAGE AGREEMENT FOR UROLOGY SERVICES	12/31/2018	Yes
518	St. Francis Medical Center	GONZALES-NATE, CARMEN MD	PROFESSIONAL SERVICES AGREEMENT CHILDREN'S COUNSELING CENTER	6/30/2019	Yes
519	St. Francis Medical Center	GRACE MEDICAL	ENT IMPLANTS AND INSTRUMENTS	10/31/2019	Yes
520	St. Francis Medical Center	GRAINGER INC	MAINTENANCE REPAIR OPERATIONS	4/30/2022	Yes
521	St. Francis Medical Center	GRAND CANYON UNIVERSITY	STUDENT AFFILIATION AGREEMENT	11/16/2019	Yes
522	St. Francis Medical Center	GS SOLUTIONS INC DBA GS MEDICAL	SPINAL IMPLANTS AND RELATED PRODUCTS	6/30/2020	No
523	St. Francis Medical Center	GSSI Inc.	SERVICE AGREEMENT	2/28/2019	Yes
524	St. Francis Medical Center	Harding Young	PHYSICIANS-DIRECTORSHIP	5/31/2019	Removed
525	St. Francis Medical Center	HARDY DIAGNOSTICS	MANUAL MICROBIOLOGY	12/31/2019	Yes
526	St. Francis Medical Center	HATAKEYAMA CONSULTING INC	SERVICES-CONSULTING	10/8/2018	No
527	St. Francis Medical Center	HEALTH NET	PROVIDER PARTICIPATION AGREEMENT	Evergreen	No
528	St. Francis Medical Center	HEALTH NET	PROVIDER PARTICIPATION AGREEMENT	Evergreen	No
529	St. Francis Medical Center	HEALTH NET	HOSPITAL SERVICE AGREEMENT	Evergreen	No
530	St. Francis Medical Center	HEALTH NET	HOSPITAL SERVICE AGREEMENT	Evergreen	No
531	St. Francis Medical Center	HEALTHCARE APPRAISERS, INC.	INDEPENDENT CONTRACTOR	4/30/2021	Yes
532	St. Francis Medical Center	HEALTHCARE LA	RISK SHARING AGREEMENT	12/31/2017	Yes
533	St. Francis Medical Center	HEALTHCARE TRANSFORMATION, INC. (DBA HCT EXECUTIVE INTERIM MANAGEMENT AND CONSULTING, INC.)	SERVICES-CONSULTING	5/14/2020	Yes
534	St. Francis Medical Center	HEALTHIMPACT	SERVICES-SOFTWARE MAINTENANCE AND SUPPORT	11/29/2019	Yes
535	St. Francis Medical Center	HEALTHMARK INDUSTRIES CO	STERILIZATION POUCHES	9/30/2019	No
536	St. Francis Medical Center	HEALTHMARK INDUSTRIES CO	STERILIZATION ASSURANCE	9/30/2019	No
537	St. Francis Medical Center	HEALTHMARK INDUSTRIES CO	CLEANING VALIDATION SUPPORT	9/30/2019	No
538	St. Francis Medical Center	HEALTHSOURCE GLOBAL STAFFING, INC.	SERVICES-STAFFING	1/19/2020	Yes
539	St. Francis Medical Center	HELMER SCIENTIFIC	GENERAL LABORATORY PRODUCTS	3/31/2021	Yes
540	St. Francis Medical Center	HENRY, M.D., GERALD P.	CALL COVERAGE AGREEMENT FOR OBSTETRICS IN-HOUSE	6/30/2019	Yes
541	St. Francis Medical Center	HERITAGE PROVIDER NETWORK	HOSPITAL SERVICES AGREEMENT	Evergreen	No
542	St. Francis Medical Center	HILL ROM CO PARTS ONLY	AIRWAY CLEARANCE PRODUCTS	4/30/2021	Yes
543	St. Francis Medical Center	HILL ROM CO PARTS ONLY	NURSE CALL SYSTEMS	4/30/2021	Yes
544	St. Francis Medical Center	HILL ROM CO PARTS ONLY	PATIENT LIFTS	7/31/2021	Yes
545	St. Francis Medical Center	HOLLISTER INC	ENDO TUBES AND RELATED PROD -ANCHOR FAST	12/31/2018	Yes
546	St. Francis Medical Center	HOLLISTER INC	ENTEROSTOMAL THERAPY PRODUCTS	12/31/2019	Yes
547	St. Francis Medical Center	HOLLISTER INC	GENERAL UROLOGIC PRODUCTS	2/28/2019	Yes
548	St. Francis Medical Center	HOLOGIC SURGICAL AND DIAGNOSTICS	SPECIALTY WOMENS HEALTH SURG	1/31/2021	Yes
549	St. Francis Medical Center	HONG, ANDY, M.D., INC.	PROFESSIONAL SERVICES AGREEMENT - INDIGENT CARE PROGRAM	10/31/2018	Yes
550	St. Francis Medical Center	HOPEVALE PROPERTIES LP (RELIABLE PROPERTIES) FKA CHUNG SUK PU FKA WIN PROPERTY MANAGEMENT	LEASE-AS TENANT	4/30/2019	Yes
551	St. Francis Medical Center	HOSSEIN EFTEKHARI, M.D.	PHYSICIAN TO PROVIDE PROFESSIONAL SERVICES TO HOSPITAL PATIENTS WHO PRESENT IN THE PROGRAM AND REQUIRE SPECIALIZED SERVICES	3/31/2019	Yes
552	St. Francis Medical Center	HOSSEIN EFTEKHARI, M.D.	MEDICAL DIRECTOR STEMI RECEIVING CENTER AFTER THIS EXPIRES, NEW DIRECTOR WILL BE DR. SEGAL	5/31/2019	Yes
553	St. Francis Medical Center	HOUSECALL DOCTORS	CONFIDENTIALITY & NON-DISCLOSURE	2/23/2019	No
554	St. Francis Medical Center	HOVERTECH INTERNATIONAL	PATIENT LATERAL TRANSFER DEVCS	7/31/2021	Yes
555	St. Francis Medical Center	HUB CITIES CONSORTIUM	MEMORANDUM OF UNDERSTANDING	6/30/2019	No

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
556	St. Francis Medical Center	HUFFBURT PROPERTY LLC (FKA JAMES H. DEWALD TRUST)	LEASE-AS TENANT	4/30/2019	Yes
557	St. Francis Medical Center	HUFFBURT PROPERTY LLC (FKA JAMES H. DEWALD TRUST)	LEASE-AS TENANT	4/30/2019	Yes
558	St. Francis Medical Center	HUNTINGTON PARK DIALYSIS	PATIENT TRANSFER AGREEMENT	9/17/2019	Yes
559	St. Francis Medical Center	I C MEDICAL	SMOKE EVACUATION SYSTEMS	8/31/2019	Yes
560	St. Francis Medical Center	ICU MEDICAL SALES INC	INFUSION SETS	1/31/2020	Yes
561	St. Francis Medical Center	ICU MEDICAL SALES INC	NEEDLELESS CONNECTORS	1/31/2025	Yes
562	St. Francis Medical Center	ICU MEDICAL SALES INC	HEMODYNAMIC MONITORING PRODUCT	6/30/2020	Yes
563	St. Francis Medical Center	IM, SAMUEL S., M.D., INC.	MEDICAL DIRECTOR AGREEMENT - GYNECOLOGIC ONCOLOGY SERVICES	12/31/2018	Yes
564	St. Francis Medical Center	IMMUCOR INC	BLOOD BANK ALANYZERS REAGENTS	1/31/2019	Yes
565	St. Francis Medical Center	IMPERIAL CARE DIALYSIS	PATIENT TRANSFER AGREEMENT	4/30/2019	Yes
566	St. Francis Medical Center	INCISIVE SURGICAL	ENDOMECHANICAL PRODUCTS	3/31/2021	Yes
567	St. Francis Medical Center	INNOVATIVE HEALTHCARE CORPORATION	PATIENT CLENSING SKIN CARE	5/31/2019	Yes
568	St. Francis Medical Center	Innovative Pest control	PEST CONTROL SERVICES	12/31/2019	Yes
569	St. Francis Medical Center	INNOVATIVE STRATEGIES & SOLUTIONS INC.	INDEPENDENT CONTRACTOR	6/18/2019	Yes
570	St. Francis Medical Center	INTEGRA LIFESCIENCES CORPORATION	NEUROSURGICAL DURAL REPAIR	8/31/2020	Yes
571	St. Francis Medical Center	INTEGRA LIFESCIENCES CORPORATION	LAPAROSCOPIC SURGICAL INSTRUMENTS	1/31/2019	Yes
572	St. Francis Medical Center	INTEGRA LIFESCIENCES CORPORATION	SURGICAL INSTRUMENTS	1/31/2019	Yes
573	St. Francis Medical Center	INTEGRATED HEALING TECHNOLOGIES LLC	NEG PRESSURE WOUND THERAPY	5/31/2019	No
574	St. Francis Medical Center	INTEGRATED MEDICAL SYSTEMS INTERNATIONAL	SURGICAL INST AND SCOPE REPAIR	1/31/2019	Yes
575	St. Francis Medical Center	INTERACTIVATION HEALTH NETWORKS	LICENSE-SOFTWARE SUBSCRIPTION	11/30/2019	Yes
576	St. Francis Medical Center	INTERMETRO INDUSTRIES CORP	MODULAR CASEWORK, STORAGE SYS	6/30/2021	Yes
577	St. Francis Medical Center	INTERPERSONAL PSYCHOTHERAPY INSTITUTE LLC	VENDOR TRAINING AGREEMENT	8/21/2019	Yes
578	St. Francis Medical Center	Interplan	PAYOR AGREEMENT	Auto renew	Yes
579	St. Francis Medical Center	INTERSURGICAL, INC.	NON-INFLATABLE SUPRAGLOTTIC	3/31/2019	No
580	St. Francis Medical Center	INTERVENTIONAL NEURORADIOLOGY, INC.	PHYSICIANS-DIRECTORSHIP	12/31/2020	No
581	St. Francis Medical Center	INTERVENTIONAL NEURORADIOLOGY, INC.	PHYSICIANS-ON CALL	2/28/2021	No
582	St. Francis Medical Center	INTERVENTIONAL NEURORADIOLOGY, INC.	TELECOMMUNICATIONS	12/31/2021	No
583	St. Francis Medical Center	INTRA RX LYNWOOD	MEMORANDUM OF UNDERSTANDING	6/30/2019	Yes
584	St. Francis Medical Center	INVUITY INC	ADVANCED INTRACAVITY	10/31/2020	No
585	St. Francis Medical Center	J&S HOME HEALTH SERVICES, INC.	MANAGED CARE VENDOR AGREEMENT	1/31/2019	No
586	St. Francis Medical Center	J, L AND J, INC. (FKA JONATHAN A. PRYOR, M.D.)	IN-HOUSE / ON-CALL COVERAGE AGREEMENT FOR TRAUMA SERVICES AND GENERAL SURGERY	6/30/2019	Yes
587	St. Francis Medical Center	JA Neurodiagnotics Medical Services, Inc.	SERVICE AGREEMENT	7/31/2019	Yes
588	St. Francis Medical Center	JAGAN N. BANSAL, M.D., INC., A PROFESSIONAL CORPORATION	CALL COVERAGE AGREEMENT-INTERNAL MEDICINE SERVICES	3/31/2019	Yes
589	St. Francis Medical Center	JOHN 'DOC' ELLIOTT DBA PHOENIX TRAINING GROUP	STUDENT AFFILIATION AGREEMENT	11/8/2019	Yes
590	St. Francis Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	LOW TEMPERATURE STERILIZATION	2/28/2021	Yes
591	St. Francis Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	HIGH LEVEL DISINFECTANTS	4/30/2020	Yes
592	St. Francis Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	ANTI-INFECTION SITE DRESSING	7/31/2020	Yes
593	St. Francis Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	SURGICAL INCONTINENCE PRODUCTS	2/28/2019	Yes
594	St. Francis Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	SURGICAL MESH PRODUCTS	9/30/2019	Yes
595	St. Francis Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	SYNTHETIC BIOABSORBABLE MESH	9/30/2019	Yes
596	St. Francis Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	KNOTLESS TISSUE CLOSURE DEVICE	3/31/2021	Yes
597	St. Francis Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	SURGICAL ENERGY PRODUCTS	3/31/2021	Yes
598	St. Francis Medical Center	JOHNSON & JOHNSON HEALTHCARE SYSTEMS INC	WOUND DRAINAGE PRODUCTS	5/31/2019	Yes
599	St. Francis Medical Center	JONES, REGINALD J. MD, F.A.C.S., INC.	IN-HOUSE / ON-CALL COVERAGE AGREEMENT FOR TRAUMA SERVICES AND GENERAL SURGERY	7/31/2019	Yes
600	St. Francis Medical Center	JOSE N. MONTANO, M.D.	PHYSICIAN EMPLOYMENT AGREEMENT FOR DR. JOSE N. MONTANA BETWEEN THE PHYSICIAN AND VERITY MEDICAL GROUP, P.C.	2/19/2019	Yes
601	St. Francis Medical Center	JOSEPH L. MCQUIRTER, DDS, INC.	CALL COVERAGE AGREEMENT FOR MAXILLOFACIAL SURGERY	12/31/2019	Yes
602	St. Francis Medical Center	JOURNEY OUT	SERVICES AGREEMENT	6/30/2019	Yes
603	St. Francis Medical Center	JWCH INSTITUTE INC. D/B/A WESLEY HEALTH CENTERS	PATIENT TRANSFER AGREEMENT	6/1/2019	Yes
604	St. Francis Medical Center	KAISER	HOSPITAL SERVICES AGREEMENT	Evergreen	Yes
605	St. Francis Medical Center	KARL STORZ ENDOSCOPY AMERICA INC	LAPAROSCOPIC SURGICAL INSTRUMENTS	1/31/2019	Yes
606	St. Francis Medical Center	KARL STORZ ENDOSCOPY AMERICA INC	SURGICAL ENDOSCOPY - RIGID	12/31/2020	Yes
607	St. Francis Medical Center	KATHY'S UNIFORM	AGREEMENT FOR SERVICES	6/30/2020	No
608	St. Francis Medical Center	KAUSHAL R. TAMBOLI, M.D., INC. DBA CARDIOVASCULAR MEDICAL ASSOCIATES, INC.	PROFESSIONAL SERVICES AGREEMENT - INDIGENT CARE PROGRAM	10/31/2018	Yes
609	St. Francis Medical Center	KAUSHAL R. TAMBOLI, M.D., INC. DBA CARDIOVASCULAR MEDICAL ASSOCIATES, INC.	ON CALL COVERAGE FOR STEMI	3/31/2019	Yes
610	St. Francis Medical Center	KCI USA INC	SKIN INTEGRITY: WOUND CARE	3/31/2020	Yes
611	St. Francis Medical Center	KCI USA INC	NEG PRESSURE WOUND THERAPY	9/30/2019	Yes
612	St. Francis Medical Center	KECK HOSPITAL OF USC	PATIENT TRANSFER AGREEMENT	4/30/2022	Yes
613	St. Francis Medical Center	KENTEC MEDICAL INC	OBSTETRICAL MONITORING DEVICES	8/31/2020	Yes
614	St. Francis Medical Center	KEY SURGICAL INC	INSTRUMENT CLEANERS AND ENZYMATICS	9/30/2019	Yes
615	St. Francis Medical Center	KLS MARTIN LP	MAXILLOFACIAL PLATING SYSTEMS	10/31/2019	Yes

See last page of exhibit for relevant footnotes

Exhibit A: Executory Contracts and Unexpired Leases Designated by Strategic Global Asset Management, Inc. (SGM) to be Assumed by St. Vincent Medical Center, St. Vincent Dialysis Center, Inc., Seton Medical Center & St. Francis Medical Center) (C)

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
616	St. Francis Medical Center	KOCH FILTER CORPORATION	AIR FILTRATION PRODUCTS	8/31/2021	Yes
617	St. Francis Medical Center	LA CARE HEALTH PLAN	GRANT AGREEMENT	3/25/2019	Yes
618	St. Francis Medical Center	LA CARE HEALTH PLAN	PAYOR AGREEMENT	Auto renew	No
619	St. Francis Medical Center	LA Healthcare	HOSPITAL SERVICE AGREEMENT	Evergreen	Yes
620	St. Francis Medical Center	LABORATORY ENVIRONMENT SUPPORT SYSTEMS	REPROCESSED DISPOSABLES	2/28/2019	No
621	St. Francis Medical Center	LAFOLLETTE, JOHNSON, DEHAAS, FESLER & AMES, A PROFESSIONAL CORPORATION	SERVICES-PROFESSIONAL	3/31/2019	Yes
622	St. Francis Medical Center	LAKESIDE MANUFACTURING INC	STAINLESS STEEL EQUIPMENT	6/30/2021	Yes
623	St. Francis Medical Center	LANDMARK ANESTHESIA MEDICAL GROUP	PROFESSIONAL AND ADMINISTRATIVE SERVICES AGREEMENT (ANESTHESIA SERVICES)	9/16/2019	Yes
624	St. Francis Medical Center	LASER MEDICAL SERVICES, INC.	EQUIPMENT-LEASE/RENTAL	7/31/2019	No
625	St. Francis Medical Center	LEICA MICROSYSTEMS INC	HISTOLOGY AND CYTOLOGY	3/31/2021	Yes
626	St. Francis Medical Center	LHMS DCHS CBS	BUSINESS ASSOCIATE AGREEMENT	12/31/2065	No
627	St. Francis Medical Center	LHMS DCHS CBS	BUSINESS ASSOCIATE AGREEMENT	12/31/2065	No
628	St. Francis Medical Center	LIFENET HEALTH	BONE AND BONE SUBSTITUTE PRODS	6/30/2021	Yes
629	St. Francis Medical Center	LIFENET HEALTH	TISSUE IMPLANTABLE PRODUCTS	6/30/2021	Yes
630	St. Francis Medical Center	LIMAR ADULT DAY HEALTH CARE CENTER	PATIENT TRANSFER AGREEMENT	4/30/2019	Yes
631	St. Francis Medical Center	LIVANOVA USA INC	PERFUSION PRODUCTS	1/31/2021	Yes
632	St. Francis Medical Center	LIVANOVA USA INC	HEART VALVE PRODUCTS	6/30/2019	Yes
633	St. Francis Medical Center	LOGIQUIP	HIGH DENSITY MOBILE STORAGE	6/30/2021	No
634	St. Francis Medical Center	LONG BEACH COMMUNITY COLLEGE DISTRICT	STUDENT AFFILIATION AGREEMENT	8/31/2019	Yes
635	St. Francis Medical Center	LONG BEACH MEMORIAL MEDICAL CENTER	PROVIDER SERVICES AGREEMENT	Evergreen	Yes
636	St. Francis Medical Center	LONG BEACH MEMORIAL MEDICAL CENTER	PROVIDER SERVICES AGREEMENT	Evergreen	Yes
637	St. Francis Medical Center	LONG BEACH MEMORIAL MEDICAL CENTER	PATIENT TRANSFER AGREEMENT	12/31/2023	Yes
638	St. Francis Medical Center	LOOMIS ARMORED US LLC	SERVICES-ARMORED CARRIER	Evergreen	Yes
639	St. Francis Medical Center	LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST PROPOSITION 10 COMMISSION (AKA FIRST 5 LA)	GRANT AGREEMENT	6/30/2019	Yes
640	St. Francis Medical Center	LOVE ON 4 PAWS, INC	SERVICES AGREEMENT	6/30/2020	Yes
641	St. Francis Medical Center	LUI, STEPHEN, M.D., INC.	PROFESSIONAL SERVICES AGREEMENT - INDIGENT CARE PROGRAM	10/31/2018	Yes
642	St. Francis Medical Center	LUMINEX CORPORATION	MOLECULAR RAPID QUALITIVE	9/30/2020	No
643	St. Francis Medical Center	Lynwood Unified School District	STUDENT AFFILIATION AGREEMENT	12/31/2019	Yes
644	St. Francis Medical Center	LYNWOOD UNIFIED SCHOOL DISTRICT HEALTH COLLABORATIVE	MEMORANDUM OF UNDERSTANDING	6/30/2022	Yes
645	St. Francis Medical Center	MACRO HELIX LLC	LICENSE AGREEMENT	5/15/2022	Yes
646	St. Francis Medical Center	MAILFINANCE INC. (AS ASSIGNEE OF HASLER FINANCIAL SERVICES, LLC AND NEOPOST LEASING, INC. ("MAILFINANCE")	EQUIPMENT-LEASE/RENTAL	5/31/2019	Yes
647	St. Francis Medical Center	Maintex Inc	HOUSEKEEPING SUPPLIES	12/31/2019	Yes
648	St. Francis Medical Center	MALAMUD, ARIEL, M. D.	PHYSICIANS-ON CALL	1/31/2019	Removed
649	St. Francis Medical Center	MANAGED CARE SUPPORT SYSTEMS, L.L.C.	AGREEMENT FOR SERVICES	9/30/2019	Yes
650	St. Francis Medical Center	MANISH MEHTA M.D., INC.	ON CALL COVERAGE AGREEMENT UROLOGY SERVICES	6/30/2019	Yes
651	St. Francis Medical Center	MAQUET MEDICAL SYSTEMS USA	SURGICAL MESH PRODUCTS	6/30/2022	Yes
652	St. Francis Medical Center	MAQUET MEDICAL SYSTEMS USA	CHEST DRAINAGE PRODUCTS	2/28/2021	Yes
653	St. Francis Medical Center	MAQUET MEDICAL SYSTEMS USA	INTRA-AORTIC BALLOON CATHETERS	10/31/2020	Yes
654	St. Francis Medical Center	MAQUET MEDICAL SYSTEMS USA	VASCULAR GRAFTS	3/31/2020	Yes
655	St. Francis Medical Center	MAQUET MEDICAL SYSTEMS USA	OPEN HEART DISPOSABLE SUPPLIES	10/12/2020	Yes
656	St. Francis Medical Center	MAQUET MEDICAL SYSTEMS USA	ENDOVASCULAR VEIN HARVESTING	10/31/2020	Yes
657	St. Francis Medical Center	MAQUET MEDICAL SYSTEMS USA	BRONCHIAL TRACHEAL STENTS	5/31/2019	Yes
658	St. Francis Medical Center	MARPAC INC	ENDO TUBES AND RELATED PRODUCTS	12/31/2018	Yes
659	St. Francis Medical Center	MARTIN LUTHER KING JR. COMMUNITY HOSPITAL	PATIENT TRANSFER AGREEMENT	12/31/2020	Yes
660	St. Francis Medical Center	MARYVILLE UNIVERSITY - ST LOUIS	STUDENT AFFILIATION AGREEMENT	6/30/2019	No
661	St. Francis Medical Center	MASIMO CORPORATION	PULSE OXIMETRY AND CAPNOGRAPHY	4/30/2021	Yes
662	St. Francis Medical Center	MATERNAL-FETAL MEDICINE ASSOCIATES, A MEDICAL CORPORATION	ON CALL COVERAGE AGREEMENT PERINATOLOGY SERVICES	6/30/2018	Yes
663	St. Francis Medical Center	MATERNAL-FETAL MEDICINE ASSOCIATES, A MEDICAL CORPORATION	PROFESSIONAL SERVICES AGREEMENT FOR INTERPRETATION OF OBSTETRIC ULTRASOUND TESTS	6/30/2019	Yes
664	St. Francis Medical Center	MAXINE ANDERSON, M.D.	INDEPENDENT CONTRACTOR	11/21/2018	Removed
665	St. Francis Medical Center	Maxine Anderson, M.D.	CHIEF OF STAFF	12/31/2019	Yes
666	St. Francis Medical Center	MCLEAN, MICHAEL K, M. D.	CALL COVERAGE AGREEMENT THORACIC TRAUMA SURGERY	6/30/2019	Yes
667	St. Francis Medical Center	MDM COMMERCIAL ENTERPRISES INC	APPLIANCES AND RELATED PRODUCT	5/31/2021	No
668	St. Francis Medical Center	MEAD JOHNSON & CO	INFANT FORMULA	11/30/2020	Yes
669	St. Francis Medical Center	MEDACTA USA INC	ORTHOPEDIC TOTAL JOINT IMPLANTS	5/31/2019	No
670	St. Francis Medical Center	MEDCOMP	DIALYSIS PRODUCTS	10/31/2020	Yes
671	St. Francis Medical Center	MEDELA BREASTFEEDING DIV	BREAST PUMPS AND ACCESSORIES	3/31/2020	Yes
672	St. Francis Medical Center	MEDICAL ACTION INDUSTRIES	IV SITE MANAGEMENT	12/31/2019	Yes
673	St. Francis Medical Center	MEDICAL CHEMICAL CORP	HISTOLOGY AND CYTOLOGY	12/27/2018	No
674	St. Francis Medical Center	MEDICAL OPTICS INC	SURGICAL INST AND SCOPE REPAIR	1/31/2019	No
675	St. Francis Medical Center	MEDICAL UNIVERSITY OF THE AMERICAS	STUDENT AFFILIATION AGREEMENT	8/1/2026	Yes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
676	St. Francis Medical Center	MEDIVATORS INC	AUTO ENDOSCOPIC REPROCESSOR	2/28/2021	Yes
677	St. Francis Medical Center	MEDLINE INDUSTRIES INC	BREAST PUMP AND ACCESSORIES	10/31/2020	Yes
678	St. Francis Medical Center	MEDLINE INDUSTRIES INC	ENDO TUBES AND RELATED PROD -ANCHOR FAST	12/31/2018	Yes
679	St. Francis Medical Center	MEDLINE INDUSTRIES INC	EXAM GLOVES	4/30/2019	Yes
680	St. Francis Medical Center	MEDLINE INDUSTRIES INC	MEDICAL NUTRITION PRODUCTS 10+CS BRACKET	7/31/2020	Yes
681	St. Francis Medical Center	MEDLINE INDUSTRIES INC	CAN LINERS	7/31/2020	Yes
682	St. Francis Medical Center	MEDLINE INDUSTRIES INC	CONTRACT MEDIA BARIUM	12/31/2020	Yes
683	St. Francis Medical Center	MEDLINE INDUSTRIES INC	LABELS ID BANDS RELATED PRODS	1/31/2019	Yes
684	St. Francis Medical Center	MEDLINE INDUSTRIES INC	STERILIZATION ASSURANCE	9/30/2019	Yes
68S	St. Francis Medical Center	MEDLINE INDUSTRIES INC	INSTRUMENT CLEANERS ENZYMATICS	9/30/2019	Yes
686	St. Francis Medical Center	MEDLINE INDUSTRIES INC	POST MORTEM EQUIP AND SUPPLIES	6/30/2020	Yes
687	St. Francis Medical Center	MEDLINE INDUSTRIES INC	CHART PAPER AND RELATED PRODUCTS	8/31/2020	Yes
688	St. Francis Medical Center	MEDLINE INDUSTRIES INC	TAPE PRODUCTS	1/31/2020	Yes
689	St. Francis Medical Center	MEDLINE INDUSTRIES INC	SHARPS DISPOSABLE CONTAINERS	4/30/2020	Yes
690	St. Francis Medical Center	MEDLINE INDUSTRIES INC	SKIN INTEGRITY: WOUND CARE	3/31/2020	Yes
691	St. Francis Medical Center	MEDLINE INDUSTRIES INC	HIGH LEVEL DISINFECTANTS	4/30/2020	Yes
692	St. Francis Medical Center	MEDLINE INDUSTRIES INC	ELECTRONIC THERMOMETRY	5/31/2020	Yes
693	St. Francis Medical Center	MEDLINE INDUSTRIES INC	BLADDER SCANNERS	5/31/2020	Yes
694	St. Francis Medical Center	MEDLINE INDUSTRIES INC	CENTRAL VENOUS ACCESS RODUCTS	6/30/2020	Yes
69S	St. Francis Medical Center	MEDLINE INDUSTRIES INC	CHLOROHEXADINE GLUCONATE (CHG)	7/31/2020	Yes
696	St. Francis Medical Center	MEDLINE INDUSTRIES INC	DISPOSABLE LABOR AND DELIVERY	8/31/2020	Yes
697	St. Francis Medical Center	MEDLINE INDUSTRIES INC	SOAPS LOTIONS WATERLESS RINSES	9/30/2020	Yes
698	St. Francis Medical Center	MEDLINE INDUSTRIES INC	NEONATAL DEVELOPMENTAL PRODUCT	10/31/2020	Yes
699	St. Francis Medical Center	MEDLINE INDUSTRIES INC	ARTERIAL BLOOD GAS KITS	11/30/2020	Yes
700	St. Francis Medical Center	MEDLINE INDUSTRIES INC	SAFETY HUBER NEEDLES	2/28/2021	Yes
701	St. Francis Medical Center	MEDLINE INDUSTRIES INC	MOBILITY AIDS	7/31/2021	Yes
702	St. Francis Medical Center	MEDLINE INDUSTRIES INC	PERSONAL CARE KITS	7/31/2021	Yes
703	St. Francis Medical Center	MEDLINE INDUSTRIES INC	CENTRAL VENOUS ACCESS PRODUCTS	6/30/2017	Yes
704	St. Francis Medical Center	MEDLINE INDUSTRIES INC	CLOSED VENTILATION SUCTION	10/31/2018	Yes
70S	St. Francis Medical Center	MEDLINE INDUSTRIES INC	VCT ANTI-EMBOLISM STOCKINGS	11/30/2021	Yes
706	St. Francis Medical Center	MEDLINE INDUSTRIES INC	RESPIRATORY THERAPY PRODUCTS	10/31/2018	Yes
707	St. Francis Medical Center	MEDLINE INDUSTRIES INC	BEDSIDE PROCEDURE TRAYS	1/31/2019	Yes
708	St. Francis Medical Center	MEDLINE INDUSTRIES INC	SUTURE REMOVAL LACERATION TRAY	1/31/2019	Yes
709	St. Francis Medical Center	MEDLINE INDUSTRIES INC	SKIN BREAKDOWN PREVENTION	6/30/2019	Yes
710	St. Francis Medical Center	MEDLINE INDUSTRIES INC	ORAL CARE	7/31/2019	Yes
711	St. Francis Medical Center	MEDLINE INDUSTRIES INC	SAFETY HYPODERMIC PRODUCTS	9/30/2019	Yes
712	St. Francis Medical Center	MEDLINE INDUSTRIES INC	STANDARD HYPODERMIC PRODUCTS	9/30/2019	Yes
713	St. Francis Medical Center	MEDLINE INDUSTRIES INC	BANDAGES, DRESSINGS AND GAUZE	10/30/2019	Yes
714	St. Francis Medical Center	MEDLINE INDUSTRIES INC	ADHESIVE SKIN CLSOURES	1/31/2020	Yes
71S	St. Francis Medical Center	MEDLINE INDUSTRIES INC	INFANT DIAPERS AND PRODUCTS	12/31/2019	Yes
716	St. Francis Medical Center	MEDLINE INDUSTRIES INC	ENTEROSTOMAL THERAPY PRODUCTS	3/31/2020	Yes
717	St. Francis Medical Center	MEDLINE INDUSTRIES INC	TRANSPARENT DRESSINGS	1/31/2020	Yes
718	St. Francis Medical Center	MEDLINE INDUSTRIES INC	COHESIVE BANDAGES	1/31/2020	Yes
719	St. Francis Medical Center	MEDLINE INDUSTRIES INC	ENDO TUBES AND RELATED PRODUCTS	12/31/2018	Yes
720	St. Francis Medical Center	MEDLINE INDUSTRIES INC	TEMPERATURE MONITORING PRODUCTS	12/31/2018	Yes
721	St. Francis Medical Center	MEDLINE INDUSTRIES INC	REGIONAL ANESTHESIA TRAYS	1/31/2019	Yes
722	St. Francis Medical Center	MEDLINE INDUSTRIES INC	PATIENT PREP CLIPPERS BLADES	1/31/2019	Yes
723	St. Francis Medical Center	MEDLINE INDUSTRIES INC	OR EQUIPMENT DRAPES	3/31/2019	Yes
724	St. Francis Medical Center	MEDLINE INDUSTRIES INC	SURGICAL PATIENT PREP PRODUCTS	3/31/2019	Yes
725	St. Francis Medical Center	MEDLINE INDUSTRIES INC	SMOKE EVACUATION SYSTEMS	8/31/2019	Yes
726	St. Francis Medical Center	MEDLINE INDUSTRIES INC	SURGICAL BLADES	9/30/2019	Yes
727	St. Francis Medical Center	MEDLINE INDUSTRIES INC	SURGICAL AUTOMATIC TOURNIQUET	10/31/2019	Yes
728	St. Francis Medical Center	MEDLINE INDUSTRIES INC	SURGICAL AND ISOLATION MASKS	12/31/2019	Yes
729	St. Francis Medical Center	MEDLINE INDUSTRIES INC	CASTING AND SPLINTING SUPPLIES	10/31/2019	Yes
730	St. Francis Medical Center	MEDLINE INDUSTRIES INC	PAIN MGMT LOCAL ANESTHETIC	5/31/2020	Yes
731	St. Francis Medical Center	MEDLINE INDUSTRIES INC	LARYNGEAL MASK AIRWAYS	7/31/2020	Yes
732	St. Francis Medical Center	MEDLINE INDUSTRIES INC	CHEST DRAINAGE PRODUCTS	2/28/2021	Yes
733	St. Francis Medical Center	MEDLINE INDUSTRIES INC	SURGICAL HAND PREPS	4/30/2021	Yes
734	St. Francis Medical Center	MEDLINE INDUSTRIES INC	TEXTILES (REUSEABLE) AND LAUNDRY SERVICE	11/30/2018	Yes
73S	St. Francis Medical Center	MEDLINE INDUSTRIES INC	SECUREMENT AND STABLIZATION PRODUCTS	10/30/2019	Yes
736	St. Francis Medical Center	MEDLINE INDUSTRIES INC	LAUNDRY PRODUCTS MAINTENANCE	12/31/2018	Yes
737	St. Francis Medical Center	MEDLINE INDUSTRIES INC	INFANT FORMULA - BABY FRIENDLY	2/28/2021	Yes
738	St. Francis Medical Center	MEDLINE INDUSTRIES INC	NEONATAL DEVELOPMENTAL PRODUCT	10/31/2020	Yes
739	St. Francis Medical Center	MEDLINE INDUSTRIES INC	SURGEON GLOVES	4/30/2019	Yes
740	St. Francis Medical Center	MEDLINE INDUSTRIES INC	DOCUMENTATION SOLUTION SYSTEMS	12/31/2018	Yes
741	St. Francis Medical Center	MEDLINE INDUSTRIES INC	DISPOSABLE VAGINAL SPECULUMS	6/30/2019	Yes
742	St. Francis Medical Center	MEDLINE INDUSTRIES INC	THROMBECTOMY PRODUCTS	10/31/2018	Yes
743	St. Francis Medical Center	MEDLINE INDUSTRIES INC	EXTERNAL DEFIBRILLATORS	5/31/2019	Yes
744	St. Francis Medical Center	MEDLINE INDUSTRIES INC	NON-INVASIVE CARDIOLOGY EQUIP	5/31/2021	Yes
745	St. Francis Medical Center	MEDLINE INDUSTRIES INC	MEDICAL NUTRITIONAL PRODUCTS	7/31/2020	Yes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
746	St. Francis Medical Center	MEDLINE INDUSTRIES INC	FEEDING PUMPS DEVICES SETS	7/31/2021	Yes
747	St. Francis Medical Center	MEDLINE INDUSTRIES INC	REUSABLE TEXTILES AND SERVICES	11/30/2018	Yes
748	St. Francis Medical Center	MEDLINE INDUSTRIES INC	PAPER TOWLS AND TISSUES	9/30/2019	Yes
749	St. Francis Medical Center	MEDLINE INDUSTRIES INC	INFUSION DEVICES	1/31/2020	Yes
7S0	St. Francis Medical Center	MEDLINE INDUSTRIES INC	INFUSION SETS	1/31/2020	Yes
7S1	St. Francis Medical Center	MEDLINE INDUSTRIES INC	IV FLUIDS, BAG BASED DRUG	1/31/2020	Yes
7S2	St. Francis Medical Center	MEDLINE INDUSTRIES INC	IV FLUIDS, BAG BASED DRUG	1/31/2020	Yes
7S3	St. Francis Medical Center	MEDLINE INDUSTRIES INC	PHARMACY COMPOUNDING EQUIPMENT	1/31/2020	Yes
7S4	St. Francis Medical Center	MEDLINE INDUSTRIES INC	NEEDLELESS CONNECTORS	1/31/202S	Yes
7SS	St. Francis Medical Center	MEDLINE INDUSTRIES INC	BLOOD GLUCOSE METERS, REAGENTS	3/31/2021	Yes
7S6	St. Francis Medical Center	MEDLINE INDUSTRIES INC	CRIBS, BASSINETS, YOUTH BEDS	3/31/2019	Yes
7S7	St. Francis Medical Center	MEDLINE INDUSTRIES INC	INSTRUMENT CONTAINERS	1/31/2019	Yes
7S8	St. Francis Medical Center	MEDLINE INDUSTRIES INC	POLYSOMNOGRAPHY NEUROLOGICAL	4/30/2019	Yes
7S9	St. Francis Medical Center	MEDLINE INDUSTRIES INC	STERILIZATION POUCHES	9/30/2019	Yes
760	St. Francis Medical Center	MEDLINE INDUSTRIES INC	AUTO ENDOSCOPIC REPROCESSOR	2/28/2021	Yes
761	St. Francis Medical Center	MEDLINE INDUSTRIES INC	LOW TEMPERATURE STERILIZATION	2/28/2021	Yes
762	St. Francis Medical Center	MEDLINE INDUSTRIES INC	STEAM STERILIZERS	2/28/2021	Yes
763	St. Francis Medical Center	MEDLINE INDUSTRIES INC	WASHERS AND DECONTAMINATORS	2/28/2021	Yes
764	St. Francis Medical Center	MEDLINE INDUSTRIES INC	PULSE OXIMETRY AND CAPNOGRAPHY	4/30/2021	Yes
76S	St. Francis Medical Center	MEDLINE INDUSTRIES INC	STAINLESS STEEL EQUIPMENT	6/30/2021	Yes
766	St. Francis Medical Center	MEDLINE INDUSTRIES INC	SKIN INTEGRITY: SKIN CLENSER	3/31/2020	Yes
767	St. Francis Medical Center	MEDLINE INDUSTRIES INC	SKIN INTEGRITY: COMP WRAPS	3/31/2020	Yes
768	St. Francis Medical Center	MEDLINE INDUSTRIES INC	INTERMEDIATE LEVEL DISINFECTANT WIPES	4/30/2020	Yes
769	St. Francis Medical Center	MEDLINE INDUSTRIES INC	INTERMEDIATE LEVEL WIPES	4/30/2020	Yes
770	St. Francis Medical Center	MEDLINE INDUSTRIES INC	BREAST PUMPS AND ACCESSORIES	3/31/2020	Yes
771	St. Francis Medical Center	MEDLINE INDUSTRIES INC	PATIENT BEDSIDE PRODUCTS	6/30/2020	Yes
772	St. Francis Medical Center	MEDLINE INDUSTRIES INC	HEMODYNAMIC MONITORING PRODUCT	6/30/2020	Yes
773	St. Francis Medical Center	MEDLINE INDUSTRIES INC	EXAM TABLE PAPER	6/30/2020	Yes
774	St. Francis Medical Center	MEDLINE INDUSTRIES INC	CHLORHEXIDINE GLUCONATE (CHG)	7/31/2020	Yes
77S	St. Francis Medical Center	MEDLINE INDUSTRIES INC	ANTI-INFECTION SITE DRESSING	7/31/2020	Yes
776	St. Francis Medical Center	MEDLINE INDUSTRIES INC	RESTRAINTS AND FALL PREVENTION	7/31/2020	Yes
777	St. Francis Medical Center	MEDLINE INDUSTRIES INC	OBSTETRICAL MONITORING DEVICES	8/31/2020	Yes
778	St. Francis Medical Center	MEDLINE INDUSTRIES INC	CATHETER TUBE SECUREMENT	8/31/2020	Yes
779	St. Francis Medical Center	MEDLINE INDUSTRIES INC	ECG ELECTRODES, CABLES, LEADS	9/30/2020	Yes
780	St. Francis Medical Center	MEDLINE INDUSTRIES INC	DIALYSIS PRODUCTS	10/31/2020	Yes
781	St. Francis Medical Center	MEDLINE INDUSTRIES INC	PATIENT TEMPERATURE PRODUCTS	12/31/2020	Yes
782	St. Francis Medical Center	MEDLINE INDUSTRIES INC	AUDITORY AND VISUAL EXAM	4/30/2021	Yes
783	St. Francis Medical Center	MEDLINE INDUSTRIES INC	SUCTION CANISTERS YANKAUERS	10/31/2018	Yes
784	St. Francis Medical Center	MEDLINE INDUSTRIES INC	DISPOSABLE NON-STERILE APPAREL	11/30/2021	Yes
78S	St. Francis Medical Center	MEDLINE INDUSTRIES INC	DISPOSABLE NON STERILE APPAREL	11/30/2018	Yes
786	St. Francis Medical Center	MEDLINE INDUSTRIES INC	ACTIVE HUMIDIFICATION DEVICES	10/31/2021	Yes
787	St. Francis Medical Center	MEDLINE INDUSTRIES INC	GENERAL UROLOGICAL PRODUCTS	2/28/2019	Yes
788	St. Francis Medical Center	MEDLINE INDUSTRIES INC	GENERAL UROLOGIC PRODUCTS	2/28/2019	Yes
789	St. Francis Medical Center	MEDLINE INDUSTRIES INC	PATIENT CLESING SKIN CARE	5/31/2019	Yes
790	St. Francis Medical Center	MEDLINE INDUSTRIES INC	DISINFECTION CAPS	8/31/2019	Yes
791	St. Francis Medical Center	MEDLINE INDUSTRIES INC	SAFETY IV CATHETERS	9/30/2019	Yes
792	St. Francis Medical Center	MEDLINE INDUSTRIES INC	STANDARD HYPODERMIC NEEDLES	9/30/2019	Yes
793	St. Francis Medical Center	MEDLINE INDUSTRIES INC	BANDAGES, DRESSINGS AND GAUZE	10/30/2019	Yes
794	St. Francis Medical Center	MEDLINE INDUSTRIES INC	HOT AND COLD PACKS	11/30/2019	Yes
79S	St. Francis Medical Center	MEDLINE INDUSTRIES INC	IV SITE MANAGEMENT	12/31/2019	Yes
796	St. Francis Medical Center	MEDLINE INDUSTRIES INC	ENTEROSTOMAL THERAPY PRODUCTS	3/31/2020	Yes
797	St. Francis Medical Center	MEDLINE INDUSTRIES INC	TRACHEOSTOMY TUBES	9/30/2021	Yes
798	St. Francis Medical Center	MEDLINE INDUSTRIES INC	SURGICAL INSTRUMENTS	1/31/2019	Yes
799	St. Francis Medical Center	MEDLINE INDUSTRIES INC	INCISE DRAPES	9/30/2019	Yes
800	St. Francis Medical Center	MEDLINE INDUSTRIES INC	STERILE PACKS AND GOWNS	12/31/2019	Yes
801	St. Francis Medical Center	MEDLINE INDUSTRIES INC	ARTHROSCOPY FLUID WASTE MGMT	2/29/2020	Yes
802	St. Francis Medical Center	MEDLINE INDUSTRIES INC	LAP SPONGES AND OR TOWEL	5/31/2020	Yes
803	St. Francis Medical Center	MEDLINE INDUSTRIES INC	LAP SPONGES AND OR TOWELS	5/31/2020	Yes
804	St. Francis Medical Center	MEDLINE INDUSTRIES INC	OPHTHALMOLOGY PRODUCTS	6/30/2020	Yes
80S	St. Francis Medical Center	MEDLINE INDUSTRIES INC	DISPOSABLE ANESTHESIA PRODUCTS	7/31/2020	Yes
806	St. Francis Medical Center	MEDLINE INDUSTRIES INC	LARYNGOSCOPE SYSTEMS	7/31/2020	Yes
807	St. Francis Medical Center	MEDLINE INDUSTRIES INC	KNOTLESS TISSUE CLOSURE DEVICE	3/31/2021	Yes
808	St. Francis Medical Center	MEDLINE INDUSTRIES INC	KNOTLESS TISSUE CLOSERE DEVICE	3/31/2021	Yes
809	St. Francis Medical Center	MEDLINE INDUSTRIES INC	SURGICAL ENERGY PRODUCTS	3/31/2021	Yes
810	St. Francis Medical Center	MEDLINE INDUSTRIES INC	TROCAR PRODUCTS	3/31/2021	Yes
811	St. Francis Medical Center	MEDLINE INDUSTRIES INC	SUTURE PRODUCTS	3/31/2021	Yes
812	St. Francis Medical Center	MEDLINE INDUSTRIES INC	ENDOMECHANICAL PRODUCTS	3/31/2021	Yes
813	St. Francis Medical Center	MEDLINE INDUSTRIES INC	SPECIALTY WOMENS HEALTH SURG	1/31/2021	Yes
814	St. Francis Medical Center	MEDLINE INDUSTRIES INC	WOUND DRAINAGE PRODUCTS	7/31/2021	Yes
81S	St. Francis Medical Center	MEDLINE INDUSTRIES INC	PRESSURE INFUSION BAGS	1/31/2019	Yes
816	St. Francis Medical Center	MEDLINE INDUSTRIES INC	ORTHOPEDIC SOFT GOODS	11/30/2021	Yes
817	St. Francis Medical Center	MEDLINE INDUSTRIES INC	IV SITE MANAGEMENT	12/31/2019	Yes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
818	St. Francis Medical Center	MEDLINE INDUSTRIES INC	BLOOD GLUCOSE METERS AND REAGENTS	10/14/2021	Yes
819	St. Francis Medical Center	MEDLINE INDUSTRIES INC	COMMODITIES - DISTRIBUTOR LOCAL	7/31/2019	Yes
820	St. Francis Medical Center	MEDLINE INDUSTRIES INC	WOUND DRAINAGE PRODUCTS	7/31/2021	Yes
821	St. Francis Medical Center	MEDLINE INDUSTRIES INC	CAUTI UROLOGI/INCONTINENCE	5/24/2019	Yes
822	St. Francis Medical Center	MEDTRONIC SPINAL AND BIOLOGICS	SPINAL IMPLANTS AND RELATED PRODUCTS	6/12/2019	Yes
823	St. Francis Medical Center	MEDTRONIC USA INC	CARDIAC RHYTHEM MANAGEMENT	11/14/2020	Yes
824	St. Francis Medical Center	MEDTRONIC USA INC	OPEN HEART DISPOSABLE SUPPLIES	10/31/2020	Yes
82S	St. Francis Medical Center	MEDTRONIC USA INC	PERFUSION PRODUCTS	1/31/2021	Yes
826	St. Francis Medical Center	MEDTRONIC USA INC	DIC PRODUCTS	6/11/2019	Yes
827	St. Francis Medical Center	MEDTRONIC USA INC	DRUG ELUTING STENTS	5/31/2020	Yes
828	St. Francis Medical Center	MEDTRONIC USA INC	CORONARY STENTS NON-DRUG	5/31/2020	Yes
829	St. Francis Medical Center	MEDTRONIC USA INC	PERIPHERAL AND BILIARY STENTS	6/11/2019	Yes
830	St. Francis Medical Center	MERCEDES MEDICAL INC	HISTOLOGY AND CYTOLOGY	1/31/2021	Yes
831	St. Francis Medical Center	MERIDIAN BIOSCIENCE CORPORATION	RAPID DIAGNOSTIC TEST KITS	10/31/2018	Yes
832	St. Francis Medical Center	MERIDIAN BIOSCIENCE CORPORATION	MOLECULAR RAPID QUALITATIVE	9/30/2020	Yes
833	St. Francis Medical Center	MERIT MEDICAL SYSTEMS INC	DIC PRODUCTS	6/30/2019	Yes
834	St. Francis Medical Center	MERIT MEDICAL SYSTEMS INC	DIR PRODUCTS	1/31/2020	Yes
83S	St. Francis Medical Center	MGC DIAGNOSTICS CORPORATION	PULMONARY FUNCTION ANALYZERS	9/30/2020	Yes
836	St. Francis Medical Center	MGH CORPORATION, DBA BRITTANY'S PLACE	PATIENT TRANSFER AGREEMENT	3/14/2040	Yes
837	St. Francis Medical Center	MICROPORT ORTHOPEDICS INC	ORTHO PRODUCTS	3/30/2019	Yes
838	St. Francis Medical Center	MICROTEK MEDICAL (ECOLAB)	OR EQUIPMENT DRAPES	3/31/2019	Yes
839	St. Francis Medical Center	MIDMARK CORP	EXAM ROOM FURNITURE EQUIPMENT	3/31/2020	Yes
840	St. Francis Medical Center	MIMEDX	REGENERATIVE SKIN GRAFTING	12/31/2020	No
841	St. Francis Medical Center	MINDRAY DS USA INC	ANESTHESIA EQUIPMENT	6/30/2019	Yes
842	St. Francis Medical Center	MINDRAY DS USA INC	PHYSIOLOGICAL MONITORING SYS	5/31/2021	Yes
843	St. Francis Medical Center	MMODAL SERVICES, LTD	SERVICES-SOFTWARE MAINTENANCE AND SUPPORT	7/2/2020	Yes
844	St. Francis Medical Center	MOBILE INSTRUMENT SERVICE REP	SURGICAL INST AND SCOPE REPAIR	1/31/2022	Yes
84S	St. Francis Medical Center	Mobile Med Inc.	LASER EQUIPMENT	7/31/2019	Yes
846	St. Francis Medical Center	Modern Diagnotics Medical Services, Inc.	SERVICE AGREEMENT	7/31/2019	Yes
847	St. Francis Medical Center	MODERN TECHNOLOGY SCHOOLS	STUDENT AFFILIATION AGREEMENT	7/7/2019	No
848	St. Francis Medical Center	MOHINI ASWANI M.D.	LETTER OF AGREEMENT	4/30/2018	Yes
849	St. Francis Medical Center	MOLNLYCKE HEALTH CARE	SKIN INTEGRITY: WOUND CARE	3/31/2020	Yes
8S0	St. Francis Medical Center	MOLNLYCKE HEALTH CARE	SKIN BREAKDOWN PREVENTION	6/30/2019	Yes
8S1	St. Francis Medical Center	MOLNLYCKE HEALTH CARE	SURGEON GLOVES	4/30/2019	Yes
8S2	St. Francis Medical Center	MONROE, BENJAMIN FRANKLIN., M.D. (FKA BENJAMIN F. MONROE, M.D., INC.)	MEDICAL DIRECTOR AGREEMENT FOR OBSTETRICS AND GYNECOLOGY AND WOMEN'S HEALTH SERVICES	8/31/2018	Yes
853	St. Francis Medical Center	MONROE, BENJAMIN FRANKLIN., M.D. (FKA BENJAMIN F. MONROE, M.D., INC.)	OBSTETRICS COVERAGE AGREEMENT	6/30/2019	Yes
854	St. Francis Medical Center	MOOSA, A.S., M.D., A MEDICAL CORPORATION	PROFESSIONAL AND ADMINISTRATIVE SERVICES AGREEMENT FOR NEONATAL INTENSIVE CARE UNIT	6/30/2019	Yes
855	St. Francis Medical Center	MOUNT SAINT MARY'S UNIVERSITY	STUDENT AFFILIATION AGREEMENT	11/30/2019	Yes
856	St. Francis Medical Center	MOUNT SAINT MARY'S UNIVERSITY	STUDENT AFFILIATION AGREEMENT	11/30/2019	Yes
857	St. Francis Medical Center	MUHAMMAD J MEMON, PROFESSIONAL CORPORATION	PHYSICIAN MANAGER CASE MANAGEMENT AGREEMENT	9/30/2018	Yes
858	St. Francis Medical Center	MUHAMMAD J MEMON, PROFESSIONAL CORPORATION	CALL COVERAGE AGREEMENT-INTERNAL MEDICINE SERVICES	3/31/2019	Yes
859	St. Francis Medical Center	Multiplan	PAYOR AGREEMENT	Auto renew	Yes
860	St. Francis Medical Center	MUSCULOSKELETAL TRANSPLANT FOUNDATION	BIOLOGICAL MESH PRODUCTS	9/30/2019	Yes
861	St. Francis Medical Center	MUSCULOSKELETAL TRANSPLANT FOUNDATION	BONE AND BONE SUBSTITUTE PRODS	6/30/2021	Yes
862	St. Francis Medical Center	MUSCULOSKELETAL TRANSPLANT FOUNDATION	TISSUE IMPLANTABLE PRODUCTS	6/30/2021	Yes
863	St. Francis Medical Center	MUZAK	LICENSE-SOFTWARE SUBSCRIPTION	10/21/2021	Yes
864	St. Francis Medical Center	MUZAK	LICENSE-SOFTWARE SUBSCRIPTION	10/21/2021	Yes
86S	St. Francis Medical Center	NATIONAL BUSINESS FURNITURE	FURNITURE AND SYSTEMS	12/31/2020	Yes
866	St. Francis Medical Center	NATIONAL ELEVATOR INSPECTION SERVICES (NEIS)	AGREEMENT FOR SERVICES	10/17/2019	Yes
867	St. Francis Medical Center	NATUS MEDICAL INC	NEONATAL DEVELOPMENTAL PRODUCT	10/31/2018	Yes
868	St. Francis Medical Center	NELSON HARDIMAN, LLP	SERVICES-CONSULTING	12/2/2018	No
869	St. Francis Medical Center	NEOTECH PRODUCTS INC	NEONATAL SPECIALTY PRODUCTS	12/31/2018	Yes
870	St. Francis Medical Center	NESTLE CLINICAL NUTRITION	MEDICAL NUTRITIONAL PRODUCTS	7/31/2020	Yes
871	St. Francis Medical Center	NEUROSTRUCTURES INC	SPINAL IMPLANTS AND PRODUCTS	6/22/2019	No
872	St. Francis Medical Center	NEUROTEX, INC.	EMERGENCY DEPARTMENT	1/0/1900	Yes
873	St. Francis Medical Center	NIHON KOHDEN AMERICA INC	POLYSOMNOGRAPHY NEUROLOGICAL	4/30/2019	Yes
874	St. Francis Medical Center	NIKON INSTRUMENTS INC	MICROSCOPES ACCESSORIES PARTS	1/31/2021	Yes
875	St. Francis Medical Center	NORTHGAUGE HEALTHCARE ADVISORS LLC	SERVICES AGREEMENT	6/30/2019	Yes
876	St. Francis Medical Center	NUVASIVE INC	SPINAL IMPLANTS AND RELATED PRODUCTS	12/31/2018	Yes
877	St. Francis Medical Center	NUVECTRA CORPORATION	SPINAL IMPLANTS AND RELATED PRODUCTS	6/1/2020	Yes
878	St. Francis Medical Center	NX HEALTH NETWORK	PARTICIPATING FACILITY AGREEMENT	Evergreen	Yes
879	St. Francis Medical Center	NX HEALTH NETWORK	PARTICIPATING FACILITY AGREEMENT	Evergreen	Yes
880	St. Francis Medical Center	OBP MEDICAL	DISPOSABLE VAGINAL SPECULUMS	6/30/2019	No

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
881	St. Francis Medical Center	OCCUPATIONAL HEALTH SERVICES MEDICAL GROUP, INC.	PROFESSIONAL SERVICES AGREEMENT - INDUSTRIAL MEDICINE CLINIC	6/30/2019	Yes
882	St. Francis Medical Center	OFFICE DEPOT INC	OFFICE SUPPLIES	7/31/2020	Yes
883	St. Francis Medical Center	OLYMPUS CORPORATION AMERICA INC	GASTROINTESTINAL ENDOSCOPY	1/31/2019	Yes
884	St. Francis Medical Center	OLYMPUS CORPORATION AMERICA INC	ENT NASAL PRODUCTS	10/31/2019	Yes
88S	St. Francis Medical Center	OLYMPUS CORPORATION AMERICA INC	ENT IMPLANTS AND INSTRUMENTS	10/31/2019	Yes
886	St. Francis Medical Center	OLYMPUS CORPORATION AMERICA INC	SPECIAL UROLOGY PRODUCTS	12/31/2020	Yes
887	St. Francis Medical Center	OLYMPUS CORPORATION AMERICA INC	SURGICAL ENDOSCOPY - FLEXIBLE	12/31/2020	Yes
888	St. Francis Medical Center	OLYMPUS CORPORATION AMERICA INC	SURGICAL ENDOSCOPY - RIGID	12/31/2020	Yes
889	St. Francis Medical Center	OMARI, BASSAM O., M.D.	CALL COVERAGE AGREEMENT FOR CARDIOVASCULAR SURGERY SERVICES	3/31/2019	Yes
890	St. Francis Medical Center	OMARI, BASSAM O., M.D.	CALL COVERAGE AGREEMENT FOR THORACIC TRAUMA SURGERY	4/30/2019	Yes
891	St. Francis Medical Center	OMNICARE GROUP	INTERIM SETTLEMENT AGREEMENT	9/4/2018	Yes
892	St. Francis Medical Center	OMNICARE MEDICAL GROUP	RISK SHARING AGREEMENT	12/31/2018	Yes
893	St. Francis Medical Center	OMNICARE MEDICAL GROUP	PHYSICIAN-MANAGER AGREEMENT HOSPITALIST SERVICES	6/30/2019	Yes
894	St. Francis Medical Center	ONE LEGACY	BLOOD/ORGAN/TISSUE	Evergreen	Yes
89S	St. Francis Medical Center	OPTUM360, LLC	LICENSE AGREEMENT	9/30/2021	Yes
896	St. Francis Medical Center	ORASURE TECHNOLOGIES INC	RAPID DIAGNOSTIC TEST KITS	10/31/2021	Yes
897	St. Francis Medical Center	ORGANOGENESIS INC	REGENERATIVE SKIN GRAFTING	12/31/2020	No
898	St. Francis Medical Center	ORTHOFIX INC	GENERAL ORTHO TRAUMA PRODUCTS	10/31/2019	Yes
899	St. Francis Medical Center	ORTHOFIX INC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/2/2019	Yes
900	St. Francis Medical Center	OSIRIS THERAPEUTICS INC	REGERATIVE SKIN GRAFTING	12/31/2020	Yes
901	St. Francis Medical Center	OTIS ELEVATOR COMPANY	SERVICES-EQUIPMENT MAINTENANCE	Evergreen	No
902	St. Francis Medical Center	OUR365, INC. FKA GROWING FAMILY, INC.	SERVICES-PHOTOGRAPHY	5/3/2022	Yes
903	St. Francis Medical Center	OUTSET MEDICAL, INC.	EMERGENCY DEPARTMENT	1/0/1900	Yes
904	St. Francis Medical Center	OXFORD IMMUNOTEC, INC.	ADMINISTRATIVE SERVICES AGREEMENT	1/1/2019	Yes
905	St. Francis Medical Center	PACIFIC COLLEGE	STUDENT AFFILIATION AGREEMENT	11/21/2020	No
906	St. Francis Medical Center	PACIFIC MEDICAL BUILDINGS L.P. (ST. FRANCIS LYNWOOD MEDICAL PLAZA, LLC)	LEASE-AS LANDLORD	12/31/2047	Yes
907	St. Francis Medical Center	PACIFIC MEDICAL BUILDINGS L.P. (ST. FRANCIS LYNWOOD MEDICAL PLAZA, LLC)	LEASE-AS LANDLORD	12/31/2047	Yes
908	St. Francis Medical Center	PALLICKAL, MALLIK, PONNEZHAN MEDICAL CORPORATION	PROFESSIONAL AND ADMINISTRATIVE SERVICES INTENSIVIST PROGRAM	6/30/2019	Yes
909	St. Francis Medical Center	PARADIGM SPINE LLC	SPINAL IMPLANTS AND RELATED PRODUCTS	7/31/2019	No
910	St. Francis Medical Center	PARAGON 28 INC	GENERAL ORTHO TRAUMA PRODUCTS	10/31/2019	No
911	St. Francis Medical Center	PARAKRAMA T. CHANDRASOMA, M.D., A MEDICAL CORPORATION	LETTER OF AGREEMENT	Evergreen	Yes
912	St. Francis Medical Center	Paramount Hope Dialysis Center PC	PATIENT TRANSFER AGREEMENT	1/31/2020	Yes
913	St. Francis Medical Center	PAUL H. YOSHINO, M.D., INC.	CALL AGREEMENT FOR STEMI SERVICES	3/31/2019	Yes
914	St. Francis Medical Center	PAUL SARODE, MD	CONFIDENTIALITY & NON-DISCLOSURE	2/28/2019	No
91S	St. Francis Medical Center	PDC HEALTHCARE	LABELS ID BANDS RELATED PRODS	1/31/2019	Yes
916	St. Francis Medical Center	PEDIATRIC SUBSPECIALTY FACULTY	CONFIDENTIALITY & NON-DISCLOSURE	8/30/2019	No
917	St. Francis Medical Center	PEDIGO PRODUCTS INC	CRIBS, BASSINETS, YOUTH BEDS	3/31/2019	Yes
918	St. Francis Medical Center	PEDIGO PRODUCTS INC	STAINLESS STEEL EQUIPMENT	6/30/2021	Yes
919	St. Francis Medical Center	PENUMBRA INC	DIR PRODUCTS	1/31/2020	Yes
920	St. Francis Medical Center	PENUMBRA INC	NEUROVASCULAR INT RADIOLOGY	8/31/2020	Yes
921	St. Francis Medical Center	PEPPERDINE UNIVERSITY	SERVICES AGREEMENT	6/30/2019	Yes
922	St. Francis Medical Center	PERFORMANCE HEALTH SUPPLY INC	PHYSICAL THERAPY PRODUCTS	2/29/2020	Yes
923	St. Francis Medical Center	PETER A. RIPPER & ASSOC., INC. (PARA CHARGE MASTER/MARKET BASED PRICING PROGRAM)	SERVICES-CONSULTING	5/20/2019	No
924	St. Francis Medical Center	PHARMEDIUM SERVICES, LLC	AGREEMENT FOR SERVICES	8/31/2019	No
925	St. Francis Medical Center	PHILIPS HEALTHCARE NORTH AMERICA	NEONATAL DEVELOPMENTAL PRODUCT	10/31/2020	Yes
926	St. Francis Medical Center	PHILIPS HEALTHCARE NORTH AMERICA	NON-INVASIVE CARDIOLOGY EQUIP	5/31/2021	Yes
927	St. Francis Medical Center	PHILIPS HEALTHCARE NORTH AMERICA	MRI ANCILLARY EQUIP AND COILS	1/31/2020	Yes
928	St. Francis Medical Center	PHILIPS HEALTHCARE NORTH AMERICA	PHYSIOLOGICAL MONITORING SYSTEMS	5/31/2021	Yes
929	St. Francis Medical Center	PHILIPS HEALTHCARE NORTH AMERICA	FETAL MONITORING	5/31/2021	Yes
930	St. Francis Medical Center	PHILIPS MEDICAL CAPITAL	EQUIPMENT-LEASE/RENTAL	12/31/2022	Yes
931	St. Francis Medical Center	PHOTON PHYSICS SERVICES, INC.	INDEPENDENT CONTRACTOR	7/31/2019	Yes
932	St. Francis Medical Center	PHOTON PHYSICS SERVICES, INC.	RADIATION THERAPY	1/0/1900	Yes
933	St. Francis Medical Center	PHYSICIAN CONSULT MEDICAL GROUP INC.	CAL COVERAGE AGREEMENT FOR INTERNAL MEDICINE	3/31/2019	Yes
934	St. Francis Medical Center	PHYSIO CONTROL INC	EXTERNAL DEFIBRILLATORS	5/31/2019	Yes
93S	St. Francis Medical Center	PIH HEALTH HOSPITAL WHITTIER	SERVICES-PROFESSIONAL	9/26/2019	Yes
936	St. Francis Medical Center	PIH Health Hospital Whittier	PATIENT TRANSFER AGREEMENT	9/26/2019	Yes
937	St. Francis Medical Center	POSEY CO J. T.	RESTRAINTS AND FALL PREVENTION	7/31/2020	Yes
938	St. Francis Medical Center	PREZIO HEALTH	SURGICAL INST AND SCOPE REPAIR	1/31/19	Yes
939	St. Francis Medical Center	PROHEALTH PARTNERS, A MEDICAL GROUP, INC.	PHYSICIANS-ON CALL	10/31/2018	Removed
940	St. Francis Medical Center	PROSIDYAN INC	BONE TISSUE SYNTHETIC IMPLANT	4/13/2019	No
941	St. Francis Medical Center	PROVIDER ADVANTAGE NW, INC. (QUADRAMED CORPORATION)	LICENSE-SOFTWARE	12/30/2019	Yes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
942	St. Francis Medical Center	QS/1 DATA SYSTEMS	LICENSE-SOFTWARE SUBSCRIPTION	Evergreen	Yes
943	St. Francis Medical Center	QUALITY MEDICAL MANAGEMENT, INC. DBA CMS CAP MANAGEMENT SYSTEMS	ADMINISTRATIVE SERVICES AGREEMENT	7/31/2019	No
944	St. Francis Medical Center	QUANTUM MEDICAL	HIGH DENSITY MOBILE STORAGE	6/30/2021	No
945	St. Francis Medical Center	R.M. GALICIA, INC. D/B/A PROGRESSIVE MANAGEMENT SYSTEMS	AGREEMENT FOR SERVICES	11/30/2019	Yes
946	St. Francis Medical Center	RADIATION ONCOLOGY ALLIANCE MEDICAL GROUP, INC. (FKA ARMAND BOUZAGLOU, MD, A PROFESSIONAL CORPORATION)	PROFESSIONAL SERVICES AGREEMENT FOR RADIATION THERAPY	1/31/2020	Yes
947	St. Francis Medical Center	RAHEJA, ASHOK K. MD, INC.	MEDICAL DIRECTOR AGREEMENT FOR RESPIRATORY SERVICES	6/30/2019	Yes
948	St. Francis Medical Center	RAJ PRASAD, MD., INC., A CALIFORNIA PROFESSIONAL CORPORATION	CALL COVERAGE AGREEMENT-INTERNAL MEDICINE SERVICES	3/31/2019	Yes
949	St. Francis Medical Center	RAM DANDILLAYA, M.D., FACC	CONFIDENTIALITY & NON-DISCLOSURE	10/31/2019	No
950	St. Francis Medical Center	REHAB ALLIANCE	PROFESSIONAL CONSULTATION SERVICES (PHYSICAL, OCCUPATIONAL, OR SPEECH/LANGUAGE THERAPY)	6/24/2019	Yes
951	St. Francis Medical Center	RELIANT MANAGEMENT GROUP (RMG)	SERVICES-CONSULTING	2/7/2020	Yes
952	St. Francis Medical Center	RENAL MEDICAL ASSOCIATES (A MEDICAL CORPORATION)	PROFESSIONAL SERVICES AGREEMENT - INDIGENT CARE PROGRAM	5/31/2019	Yes
953	St. Francis Medical Center	RETRACTABLE TECHNOLOGIES INC	SAFETY HYPODERMIC PRODUCTS	9/30/2019	Yes
954	St. Francis Medical Center	RF TECHNOLOGIES INC	INFANT AND PATIENT SECURITY	11/12/2020	Yes
955	St. Francis Medical Center	RICHARD WOLF MEDICAL INSTRUMENTS CORP	SURGICAL ENDOSCOPY - RIGID	12/31/2020	Yes
956	St. Francis Medical Center	ROADRUNNER ABSTRACTING SERVICES, INC.	CLINICAL SERVICES AGREEMENT	8/31/2019	Yes
957	St. Francis Medical Center	ROCHE DIAGNOSTIC CORP	INTEGRATED PLATFORM	3/31/2019	Yes
958	St. Francis Medical Center	ROCHE DIAGNOSTIC CORP	BLOOD GLUCOSE METERS, REAGENTS	3/31/2021	Yes
959	St. Francis Medical Center	ROCHE DIAGNOSTIC CORP	BLOOD GLUCOSE METERS AND REAGENTS	10/14/2021	Yes
960	St. Francis Medical Center	RW PERFUSION, INC. DBA WEST COAST PERFUSION	SURGICAL SERVICES	1/0/1900	Yes
961	St. Francis Medical Center	RYAN SPIVAK INTEGRATIVE PLASTIC SURGERY INC.	PHYSICIANS-ON CALL	10/31/2018	Removed
962	St. Francis Medical Center	SABA UNIVERSITY SCHOOL OF MEDICINE	STUDENT AFFILIATION AGREEMENT	8/1/2026	Yes
963	St. Francis Medical Center	SAGE PRODUCTS INC	PATIENT CLESING SKIN CARE	5/31/2019	Yes
964	St. Francis Medical Center	SAGE PRODUCTS INC	SKIN BREAKDOWN PREVENTION	6/30/2019	Yes
965	St. Francis Medical Center	SAGE PRODUCTS INC	ORAL CARE	7/31/2019	Yes
966	St. Francis Medical Center	SAINT GEORGE'S UNIVERSITY LIMITED	STUDENT AFFILIATION AGREEMENT	8/1/2026	Yes
967	St. Francis Medical Center	SANTA FE SPRINGS DIALYSIS CENTER	PATIENT TRANSFER AGREEMENT	4/30/2019	Yes
968	St. Francis Medical Center	SARSTEDT INC	PLASTICWARE AND GLASSWARE	7/31/2021	Yes
969	St. Francis Medical Center	SCAN HEALTH PLAN	HOSPITAL SERVICE AGREEMENT	Evergreen	No
970	St. Francis Medical Center	SCOTT, MICHAEL B. MD, INC.	ON CALL COVERAGE FOR UROLOGY SERVICES	4/30/2019	Yes
971	St. Francis Medical Center	SEARS CONTRACT SALES	APPLIANCES AND RELATED PRODUCTS	5/31/2021	Yes
972	St. Francis Medical Center	SEASPINE SALES LLC	SPINAL IMPLANTS AND RELATED PRODUCTS	5/31/2019	Yes
973	St. Francis Medical Center	SEASPINE SALES LLC	SPINAL IMPLANTS AND RELATED PRODUCTS	5/31/2019	Yes
974	St. Francis Medical Center	SEHGAL MEDICAL CORPORATION (ARUNPAL SEHGAL)	CALL COVERAGE AGREEMENT-INTERNAL MEDICINE SERVICES	3/31/2019	Yes
975	St. Francis Medical Center	SEIF, MEDHAT, M.D., INC.	OBSTETRICS COVERAGE AGREEMENT	6/30/2019	Yes
976	St. Francis Medical Center	SELECT PRACTICE OPPORTUNITY	PHYSICIAN RECRUITMENT	Evergreen	Yes
977	St. Francis Medical Center	SELECTIVE CLEANERS INC.	SERVICE AGREEMENT	12/31/2019	No
978	St. Francis Medical Center	SELECTIVE SERVICES	DRY CLEANING AND UNIFORMS	12/31/2019	No
979	St. Francis Medical Center	SHAIKH, ALMAAS, MD, INC. (FKA SHAIKH, ALMAAS, M.D.)	PHYSICIANS-ON CALL	10/31/2018	Removed
980	St. Francis Medical Center	SHEPHERD UNIVERSITY	STUDENT AFFILIATION AGREEMENT	2/19/2019	No
981	St. Francis Medical Center	SHEPHERD, M.D., INC., TCHAKA (FKA SHEPHERD, TCHAKA MD)	MEDICAL DIRECTOR - TRAUMA SERVICES	6/30/2019	Yes
982	St. Francis Medical Center	SHIELDS FOR FAMILIES	SERVICES-CONSULTING	6/30/2019	Yes
983	St. Francis Medical Center	SI-BONE INC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/30/2019	No
984	St. Francis Medical Center	SIEMENS HEALTHCARE DIAGNOSTICS INC	INTEGRATED PLATFORM	3/31/2019	Yes
985	St. Francis Medical Center	SIEMENS HEALTHCARE DIAGNOSTICS INC	HEMOSTASIS ANALYZERS REAGENTS	7/31/2019	Yes
986	St. Francis Medical Center	SIEMENS HEALTHCARE DIAGNOSTICS INC	BLOOD GAS ANALYZERS	9/30/2020	Yes
987	St. Francis Medical Center	SIEMENS HEALTHCARE DIAGNOSTICS, INC	STANDING ORDER	12/31/2018	Yes
988	St. Francis Medical Center	SIESTA MEDICAL INC	ENT IMPLANTS & KITS	4/19/2019	Yes
989	St. Francis Medical Center	SILENTIA INC	REUSABLE TEXTILES AND SERVICES	11/30/2018	Yes
990	St. Francis Medical Center	SIMS, EDWARD H., M.D., F.A.C.S., INC.	ON-CALL COVERAGE AGREEMENT FOR TRAUMA SURGICAL CRITICAL CARE	7/31/2019	Yes
991	St. Francis Medical Center	SIZEWISE RENTALS LLC	PATIENT BEDS-RENTAL	2/28/2019	Yes
992	St. Francis Medical Center	SMITH & NEPHEW INC ENDOSCOPY DIV	ARTHROSCOPY SUPPLIES	4/30/2019	Yes
993	St. Francis Medical Center	SMITH & NEPHEW INC WOUND MANAGEMENT DIV	SKIN INTEGRITY: WOUND CARE	3/31/2020	Yes
994	St. Francis Medical Center	SMITH & NEPHEW INC WOUND MANAGEMENT DIV	SKIN INTEGRITY: SKIN CLENSER	3/31/2020	Yes
995	St. Francis Medical Center	SMITH & NEPHEW INC WOUND MANAGEMENT DIV	SURGICAL WOUND DEBRIDEMENT	5/31/2020	Yes
996	St. Francis Medical Center	SMITH & NEPHEW ORTHOPEDIC	ORTHO TOTAL JOINT IMPLANTS	9/30/2019	Yes
997	St. Francis Medical Center	SMITHS MEDICAL ASD INC	ARTERIAL BLOOD GAS KITS	11/30/2020	Yes
998	St. Francis Medical Center	SMITHS MEDICAL ASD INC	SAFETY HUBER NEEDLES	2/28/2021	Yes
999	St. Francis Medical Center	SMITHS MEDICAL ASD INC	INFUSION DEVICES	1/31/2020	Yes
1000	St. Francis Medical Center	SMITHS MEDICAL ASD INC	PULSE OXIMETRY AND CAPNOGRAPHY	4/30/2021	Yes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
1001	St. Francis Medical Center	SMITHS MEDICAL ASD INC	SAFETY HYPODERMIC PRODUCTS	9/30/2019	Yes
1002	St. Francis Medical Center	SMITHS MEDICAL ASD INC	SAFETY IV CATHETERS	9/30/2019	Yes
1003	St. Francis Medical Center	SMITHS MEDICAL ASD INC	TRACHEOSTOMY TUBES	9/30/2021	Yes
1004	St. Francis Medical Center	SMITHS MEDICAL ASD INC	TEMPERATURE MONITORING PRODUCTS	12/31/2018	Yes
1005	St. Francis Medical Center	SMITHS MEDICAL ASD INC	REGIONAL ANESTHESIA TRAYS	1/31/2019	Yes
1006	St. Francis Medical Center	SOCAL THORACIC SURGICAL ASSOCIATES, INC.	CALL COVERAGE AGREEMENT BETWEEN SFMC AND SOCAL THORACIC SURGICAL ASSOCIATES, INC.	12/31/2019	Yes
1007	St. Francis Medical Center	SOLAIRE MEDICAL	MODULAR CASEWORK, STORAGE SYS	6/30/2021	No
1008	St. Francis Medical Center	SOUTH LA HEALTH PROGRAMS (SLAHP) WIC PROGRAM	MEMORANDUM OF UNDERSTANDING	8/31/2019	Yes
1009	St. Francis Medical Center	SOUTHERN CALIFORNIA CROSSROADS	PARTICIPATING PROVIDER AGREEMENT	6/30/2020	Yes
1010	St. Francis Medical Center	SOUTHERN CALIFORNIA CROSSROADS	PARTICIPATING PROVIDER AGREEMENT	6/30/2020	Yes
1011	St. Francis Medical Center	Southern California Crossroads	SERVICE AGREEMENT	12/31/2018	Yes
1012	St. Francis Medical Center	SOUTH-WEST COLLEGE OF MEDICAL AND DENTAL ASSISTANTS AND PRACTICAL NURSES DBA GLENDALE CAREER COLLEGE/NORTH-WEST COLLEGE	STUDENT AFFILIATION AGREEMENT	11/27/2019	No
1013	St. Francis Medical Center	SPINE WAVE INC	SPINAL IMPLANTS AND RELATED PRODUCTS	8/31/2019	No
1014	St. Francis Medical Center	SPINEART USA INC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/30/2020	No
1015	St. Francis Medical Center	SPINEOLOGY INC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/5/2019	No
1016	St. Francis Medical Center	SRC MEDICAL	RESPIRATORY THERAPY PRODUCTS	10/31/2018	Yes
1017	St. Francis Medical Center	SRI SAI KRISH INSTITUTE	STUDENT AFFILIATION AGREEMENT	9/17/2019	No
1018	St. Francis Medical Center	ST JUDE MEDICAL	DIC PRODUCTS	6/30/2019	Yes
1019	St. Francis Medical Center	ST JUDE MEDICAL	CARDIAC RHYTHEM MANAGEMENT	11/14/2020	Yes
1020	St. Francis Medical Center	ST JUDE MEDICAL HEART VALVE	HEART VALVE PRODUCTS	5/31/2019	Yes
1021	St. Francis Medical Center	ST. FRANCIS LYNWOOD MEDICAL PLAZA, LLC	LEASE-AS TENANT	12/31/2021	Yes
1022	St. Francis Medical Center	St. Francis Multispecialty Clinic	SUBLEASE AGREEMENT	1/31/2018	Yes
1023	St. Francis Medical Center	ST. FRANCIS MULTISPECIALTY MEDICAL GROUP, INC. (JATIN C. BHATT)	MEDICAL DIRECTOR AGREEMENT - WOUND CARE SERVICES	6/30/2019	Yes
1024	St. Francis Medical Center	ST. FRANCIS RADIOLOGY MEDICAL GROUP	PROFESSIONAL AND ADMINISTRATIVE SERVICES AGREEMENT FOR RADIOLOGY SERVICES	6/30/2019	Yes
1025	St. Francis Medical Center	ST. VINCENT MEDICAL CENTER	PATIENT TRANSFER AGREEMENT	4/1/2019	Yes
1026	St. Francis Medical Center	ST. VINCENT MEDICAL CENTER	SERVICES AGREEMENT	7/19/2020	Yes
1027	St. Francis Medical Center	STAFFORD, DEBRA L, M.D. (FKA CONTOURED IMAGES PLASTIC SURGERY)	PHYSICIANS-ON CALL	6/30/2019	Removed
1028	St. Francis Medical Center	STAFFORD, DEBRA L, M.D. (FKA CONTOURED IMAGES PLASTIC SURGERY)	ON-CALL COVERAGE AGREEMENT FOR PLASTIC SURGERY	6/30/2019	Yes
1029	St. Francis Medical Center	STANLEY INNERSPACE	MODULAR CASEWORK STORAGE SYSTEM	6/30/2021	No
1030	St. Francis Medical Center	STANLEY SECURITY SOLUTIONS	RESTRAINTS AND FALL PREVENTION	7/31/2020	No
1031	St. Francis Medical Center	STAT LAB MEDICAL PRODUCTS	HISTOLOGY AND CYTOLOGY	1/31/2021	Yes
1032	St. Francis Medical Center	STEPHENSON, ACQUISTO,COLMAN	SERVICES-CONSULTING	3/19/2056	Yes
1033	St. Francis Medical Center	STERIS CORPORATION	INSTRUMENT CLEANERS ENZYMATICS	9/30/2019	Yes
1034	St. Francis Medical Center	STERIS CORPORATION	AUTO ENDOSCOPIC REPROCESSOR	2/28/2021	Yes
1035	St. Francis Medical Center	STERIS CORPORATION	LOW TEMPERATURE STERILIZATION	2/28/2021	Yes
1036	St. Francis Medical Center	STERIS CORPORATION	STEAM STERILIZERS	2/28/2021	Yes
1037	St. Francis Medical Center	STERIS CORPORATION	WASHERS AND DECONTAMINATORS	2/28/2021	Yes
1038	St. Francis Medical Center	STERIS CORPORATION	OR TABLES	1/31/2019	Yes
1039	St. Francis Medical Center	STERIS CORPORATION	OR LIGHT AND BOOMS	1/31/2019	Yes
1040	St. Francis Medical Center	STRYKER COMMUNICATIONS	OR LIGHTS AND BOOMS	1/31/2019	Yes
1041	St. Francis Medical Center	STRYKER CORP MEDICAL DIVISION	FURNITURE AND SYSTEMS	12/31/2020	Yes
1042	St. Francis Medical Center	STRYKER CORP MEDICAL DIVISION	PATIENT BEDS PURCHASE	2/28/2019	Yes
1043	St. Francis Medical Center	STRYKER CORP MEDICAL DIVISION	PATIENT TEMPERATURE PRODUCTS	12/31/2020	Yes
1044	St. Francis Medical Center	STRYKER CORP MEDICAL DIVISION	SKIN BREAKDOWN PREVENTION	6/30/2019	Yes
1045	St. Francis Medical Center	STRYKER CORP MEDICAL DIVISION	OR INTEGRATION AND AUTOMATION	1/31/2021	Yes
1046	St. Francis Medical Center	STRYKER CORP. MEDICAL	SERVICES-EQUIPMENT MAINTENANCE	2/28/2019	Yes
1047	St. Francis Medical Center	STRYKER CRANIOMAXILLOFACIAL INC	MAXILLOFACIAL PLATING SYSTEM	10/31/2019	Yes
1048	St. Francis Medical Center	STRYKER ENDOSCOPY	LAP SUCTION IRRIGATION	4/30/2019	Yes
1049	St. Francis Medical Center	STRYKER ENDOSCOPY	ARTHROSCOPY SUPPLIES	4/30/2019	Yes
1050	St. Francis Medical Center	STRYKER ENDOSCOPY	SURGICAL ENDOSCOPY - RIGID	12/31/2020	Yes
1051	St. Francis Medical Center	STRYKER INSTRUMENT DIVISION	ORTHOPEDIC AUTO TRANSUSION	10/31/2019	Yes
1052	St. Francis Medical Center	STRYKER INSTRUMENT DIVISION	ORTHOPEDIC HELMETS	10/31/2019	Yes
1053	St. Francis Medical Center	STRYKER INSTRUMENT DIVISION	VERTEBRAL COMP FRACTURE REPAIR	6/30/2019	Yes
1054	St. Francis Medical Center	STRYKER INSTRUMENT DIVISION	ORTHOPEDIC POWER TOOLS AND ACC	4/30/2019	Yes
1055	St. Francis Medical Center	STRYKER INSTRUMENT DIVISION	SURGICAL AUTOMATIC TOURNIQUET	10/31/2019	Yes
1056	St. Francis Medical Center	STRYKER INSTRUMENT DIVISION	ENT NASAL PRODUCTS	10/31/2019	Yes
1057	St. Francis Medical Center	STRYKER INSTRUMENT DIVISION	NEUROSURGICAL PRODUCTS	8/30/2020	Yes
1058	St. Francis Medical Center	STRYKER INSTRUMENT DIVISION	PULSE LAVAGE PRODUCTS	3/31/2021	Yes
1059	St. Francis Medical Center	STRYKER ORTHOPEDICS	ORTHOPEDIC TOTAL JOINT PRODUCTS	5/31/2020	Yes
1060	St. Francis Medical Center	STRYKER ORTHOPEDICS	GENERAL ORTHO TRAUMA PRODUCTS	10/31/2019	Yes
1061	St. Francis Medical Center	STRYKER SALES CORPORATION ACTING THROUGH STRYKER ENDOSCOPY DIVISION	EQUIPMENT-PURCHASE	3/25/2020	Yes
1062	St. Francis Medical Center	STRYKER SUSTAINABILITY SOLUTIONS INC	STERILE REPROCESSING	1/31/2020	Yes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
1063	St. Francis Medical Center	SUNSHINE CAPITAL GROUP	LEASE-AS TENANT	2/28/2019	Yes
1064	St. Francis Medical Center	SUPPLYWORKS	LAUNDRY PRODUCTS MAINTENANCE	12/31/2018	Yes
1065	St. Francis Medical Center	SURECLEAN LLC	SERVICES-HOUSEKEEPING	6/28/2019	Yes
1066	St. Francis Medical Center	SURGICAL CARE AFFILIATES, LLC	CONFIDENTIALITY & NON-DISCLOSURE	5/22/2021	No
1067	St. Francis Medical Center	SURGICAL SPECIALTIES CORPORATION	DIR PRODUCTS	1/31/2020	Yes
1068	St. Francis Medical Center	SURGICAL SPECIALTIES CORPORATION	KNOTLESS TISSUE CLOSERE DEVICE	3/31/2021	Yes
1069	St. Francis Medical Center	SUTURE EXPRESS	ENDOSURGERY	8/31/2019	Yes
1070	St. Francis Medical Center	SUTURE EXPRESS	HEMOSTASIS	8/31/2019	Yes
1071	St. Francis Medical Center	SYMMETRY SURGICAL	INSTRUMENT CONTAINERS	1/31/2019	No
1072	St. Francis Medical Center	SYMMETRY SURGICAL	SURGICAL INSTRUMENTS	1/31/2019	No
1073	St. Francis Medical Center	Sysco Corporation	SUBCRIPTION AGREEMENT	8/27/2019	Yes
1074	St. Francis Medical Center	SYSMEX AMERICA INC	HEMATOLOGY ANALYZERS REAGENTS	7/31/2019	No
1075	St. Francis Medical Center	TABATABAI, MEHER F., M.D., INC.	AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT INDIGENT CARE PROGRAM	5/31/2019	Yes
1076	St. Francis Medical Center	TABATABAI, MEHER F., M.D., INC.	MEDICAL DIRECTOR ANTIMICROBIAL STEWARDSHIP PROGRAM (ASP)	6/30/2019	Yes
1077	St. Francis Medical Center	TAMBOLI, KAUSHAL R., M.D., INC.	MEDICAL DIRECTOR - CATHERIZATION LABORATORY	6/30/2019	Yes
1078	St. Francis Medical Center	TECH MEDICAL SERVICES INC	LAP SUCTION IRRIGATION	4/30/2019	No
1079	St. Francis Medical Center	TELEFLEX MEDICAL INCORPORATED	RESPIRATORY THERAPY PRODUCTS	10/31/2018	Yes
1080	St. Francis Medical Center	TELEFLEX MEDICAL INCORPORATED	ACTIVE HUMIDIFICATION DEVICES	10/31/2021	Yes
1081	St. Francis Medical Center	TELEFLEX MEDICAL INCORPORATED	LARYNGEAL MASK AIRWAYS	7/31/2020	Yes
1082	St. Francis Medical Center	TELEFLEX MEDICAL INCORPORATED	LARYNGOSCOPE SYSTEMS	7/31/2020	Yes
1083	St. Francis Medical Center	TELEFLEX MEDICAL INCORPORATED	SUTURE PRODUCTS	3/31/2021	Yes
1084	St. Francis Medical Center	TELEFLEX MEDICAL INCORPORATED	ENDOMECHANICAL PRODUCTS	3/31/2021	Yes
1085	St. Francis Medical Center	TERUMO CARDIOVASCULAR SYSTEMS CORP	VASCULAR GRAFTS	3/31/2020	Yes
1086	St. Francis Medical Center	THE GREELEY COMPANY LLC	SERVICES-CONSULTING	1/1/2019	No
1087	St. Francis Medical Center	THE INSTITUTE OF TRAUMA AND ACUTE CARE, INC. (ITAC)	IN HOUSE / ON CALL COVERAGE AGREEMENT FOR TRAUMA SERVICES, GENERAL SURGERY AND SURGICAL CRITICAL CARE SERVICES (TRAUMA AND NON-TRAUMA)	2/28/2020	Yes
1088	St. Francis Medical Center	THE SOCIETY OF THORACIC SURGEONS NATIONAL DATABASE	PARTICIPATING PROVIDER AGREEMENT	12/31/2019	Yes
1089	St. Francis Medical Center	THE WHITE STONE GROUP, INC.	LICENSE AGREEMENT	11/30/2019	Yes
1090	St. Francis Medical Center	THERMO FISHER SCIENTIFIC	SERVICES AND EQUIPMENT	1/22/2019	Yes
1091	St. Francis Medical Center	THERMO FISHER SCIENTIFIC CO	GENERAL LABORATORY PRODUCTS	3/31/2021	Yes
1092	St. Francis Medical Center	THOMAS, SILAS J., MD, INC.	PHYSICIANS-ON CALL	10/31/2018	Removed
1093	St. Francis Medical Center	TIDI PRODUCTS LLC	EXAM TABLE PAPER	6/30/2020	Yes
1094	St. Francis Medical Center	TITAN SPINE LLC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/13/2019	No
1095	St. Francis Medical Center	TOUCHPOINT SUPPORT SERVICES, LLC	PURCHASED SERVICES	8/31/2019	No
1096	St. Francis Medical Center	TRI ANIM HEALTH SERVICE	SPECIALTY DISTRIBUTION	12/31/2018	Yes
1097	St. Francis Medical Center	TRI ANIM HEALTH SERVICE	RESPIRATORY THERAPY PRODUCTS	10/31/2018	Yes
1098	St. Francis Medical Center	TRICARE HEALTH NET FEDERAL	FACILITY SERVICES AGREEMENT	Evergreen	Yes
1099	St. Francis Medical Center	TRINITY SCHOOL OF HEALTH AND ALLIED HEALTH	STUDENT AFFILIATION AGREEMENT	10/14/2018	No
1100	St. Francis Medical Center	TSAI, ZONG L., M.D.	CALL COVERAGE AGREEMENT-INTERNAL MEDICINE SERVICES	3/31/2019	Yes
1101	St. Francis Medical Center	TZ MEDICAL INC	HEMOSTASIS AND COMPRESSION	6/30/2021	Yes
1102	St. Francis Medical Center	UCLA EXTENSION -CONTINUED EDUCATION IN HEALTH SCIENCES	STUDENT AFFILIATION AGREEMENT	10/31/2019	Yes
1103	St. Francis Medical Center	UCLA-HARBOR	STUDENT AFFILIATION AGREEMENT	6/30/2023	Yes
1104	St. Francis Medical Center	UDOH, NNAEMEKA MD	ON-CALL COVERAGE AGREEMENT FOR GENERAL SURGERY	2/28/2020	Yes
1105	St. Francis Medical Center	UHS SURGICAL SERVICES, INC.	EQUIPMENT-LEASE/RENTAL	10/17/2022	Yes
1106	St. Francis Medical Center	UHS SURGICAL SERVICES, INC.	SURGICAL SERVICES	1/0/1900	Yes
1107	St. Francis Medical Center	ULTRALINQ HEALTHCARE SOLUTIONS INC.	LICENSE-SOFTWARE SUBSCRIPTION	6/1/2019	Yes
1108	St. Francis Medical Center	UNICARE PHARMACY INC. D/B/A MEDICORX SPECIALTY	BUSINESS ASSOCIATE AGREEMENT	3/12/2019	No
1109	St. Francis Medical Center	UNITED HEALTHCARE	FACILITY PARTICIPATION AGREEMENT	Evergreen	Yes
1110	St. Francis Medical Center	UNIVERSITY OF PHOENIX, INC.	STUDENT AFFILIATION AGREEMENT	2/1/2019	Yes
1111	St. Francis Medical Center	University of Pittsburgh	PROFESSIONAL TRAINING SERVICES AGREEMENT	12/31/2019	Yes
1112	St. Francis Medical Center	UNIVERSITY OF SAN FRANCISCO	STUDENT AFFILIATION AGREEMENT	12/3/2018	Yes
1113	St. Francis Medical Center	UNIVERSITY OF SOUTHERN CALIFORNIA	RESEARCH AGREEMENT	6/30/2019	Yes
1114	St. Francis Medical Center	UNIVERSITY OF SOUTHERN CALIFORNIA SCHOOL OF PHARMACY	STUDENT AFFILIATION AGREEMENT	6/30/2019	Yes
1115	St. Francis Medical Center	URGENT PROPERTY SERVICES	DIETARY SERVICES	1/0/1900	Yes
1116	St. Francis Medical Center	US WATER	SERVICES-WATER TREATMENT	5/31/2019	No
1117	St. Francis Medical Center	USC SCHOOL OF SOCIAL WORK	STUDENT AFFILIATION AGREEMENT	11/27/2019	Yes
1118	St. Francis Medical Center	VAPOTHERM INC	ACTIVE HUMIDIFICATION DEVICES	10/31/2021	Yes
1119	St. Francis Medical Center	VASCULAR & THORACIC ASSOCIATES OF LOS ANGELES	ON-CALL COVERAGE AGREEMENT FOR VASCULAR SERVICES	4/30/2019	Yes
1120	St. Francis Medical Center	VASCULAR & THORACIC ASSOCIATES OF LOS ANGELES	RECRUITMENT LOAN AGREEMENT	7/31/2020	Yes

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Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)
1121	St. Francis Medical Center	VECTOR RESOURCES, INC.	TELECOMMUNICATIONS	12/31/2018	No
1122	St. Francis Medical Center	VENDING GROUP	AGREEMENT FOR SERVICES	1/21/2020	Yes
1123	St. Francis Medical Center	VENOUS TECHNOLOGIES, INC.	SERVICES AGREEMENT	Evergreen	Yes
1124	St. Francis Medical Center	VERGE HEALTH	PEER REVIEW SOFTWARE	6/30/2021	Yes
1125	St. Francis Medical Center	VERITY MEDICAL FOUNDATION	PHYSICIANS-ON CALL	4/30/2019	Yes
1126	St. Francis Medical Center	VERITY MEDICAL FOUNDATION	CALL COVERAGE AGREEMENT FOR GASTROINTESTINAL SERVICES	1/31/2020	Yes
1127	St. Francis Medical Center	VERITY MEDICAL FOUNDATION	PHYSICIAN STAFFING AGREEMENT FOR WOUND CARE SERVICES WITH DR. NAZARIAN	4/30/2019	Yes
1128	St. Francis Medical Center	Verity Medical Foundation	ON-CALL COVERAGE AGREEMENT FOR GENERAL SURGERY	4/30/2019	Removed
1129	St. Francis Medical Center	Verity Medical Foundation	SUBLEASE AGREEMENT	12/31/2020	Yes
1130	St. Francis Medical Center	VYAIRE MEDICAL	NON-INVASIVE CARDIOLOGY EQUIP	5/31/2021	Yes
1131	St. Francis Medical Center	VYAIRE MEDICAL	PHYSIOLOGICAL MONITORING SYS	5/31/2021	Yes
1132	St. Francis Medical Center	VYAIRE MEDICAL	FETAL MONITORING	5/31/2021	Yes
1133	St. Francis Medical Center	VYAIRE MEDICAL	INFANT CARE CAPITAL EQUIPMENT	7/31/2021	Yes
1134	St. Francis Medical Center	W L GORE & ASSOCIATES INC	SYNTHETIC BIOABSORBABLE MESH	9/30/2019	Yes
1135	St. Francis Medical Center	W L GORE & ASSOCIATES INC	VASCULAR GRAFTS	3/31/2020	Yes
1136	St. Francis Medical Center	W L GORE & ASSOCIATES INC	DIC PRODUCTS	6/30/2019	Yes
1137	St. Francis Medical Center	WADDY, SAVANNAH, DDS	ON-CALL COVERAGE AGREEMENT FOR MAXILLOFACIAL SURGERY	12/31/2019	Yes
1138	St. Francis Medical Center	WALDEN UNIVERSITY, LLC	STUDENT AFFILIATION AGREEMENT	10/31/2021	Yes
1139	St. Francis Medical Center	WEIDEMANN WATER CONDITIONERS, INC. D/B/A PACIFIC INDUSTRIAL WATER SYSTEMS	SERVICES-WATER TREATMENT	5/31/2019	Yes
1140	St. Francis Medical Center	WELCH ALLYN INC	PATIENT SCALES	9/30/2020	Yes
1141	St. Francis Medical Center	WELCH ALLYN INC	ELECTRONIC THERMOMETRY	5/31/2020	Yes
1142	St. Francis Medical Center	WELCH ALLYN INC	DISPOSABLE VAGINAL SPECULUMS	6/30/2019	Yes
1143	St. Francis Medical Center	WELLIGENT, INC.	SERVICES-SOFTWARE MAINTENANCE AND SUPPORT	7/31/2020	Yes
1144	St. Francis Medical Center	WENZEL SPINE INC	SPINAL IMPLANTS AND RELATED PRODUCTS	4/4/2020	No
1145	St. Francis Medical Center	WEST COAST UNIVERSITY	STUDENT AFFILIATION AGREEMENT	5/5/2020	Yes
1146	St. Francis Medical Center	WEST COM & TV INC	NURSE CALL SYSTEMS	4/30/2021	Yes
1147	St. Francis Medical Center	WILBUR TROUTMAN, M.D.	ON-CALL OBSTETRICS COVERAGE AGREEMENT	6/30/2019	Yes
1148	St. Francis Medical Center	WILSON A. MORALES, M.D., INC.	CALL COVERAGE AGREEMENT FOR OBSTETRICS IN-HOUSE AND GYN ER	6/30/2019	Yes
1149	St. Francis Medical Center	WRIGHT MEDICAL TECHNOLOGY, INC	GENERAL ORTHO TRAUMA PRODUCTS	10/31/2019	Yes
1150	St. Francis Medical Center	X-SPINE SYSTEMS INC	SPINAL IMPLANTS AND RELATED PRODUCTS	6/13/2019	Yes
1151	St. Francis Medical Center	YOUNG, HARDING G., MD, INC.	CO-MEDICAL DIRECTOR BIOETHICS PROGRAM	5/31/2019	Yes
1152	St. Francis Medical Center	YOUNG, HARDING G., MD, INC.	MEDICAL DIRECTOR AGREEMENT - SKILLED NURSING FACILITY	1/31/2020	Yes
1153	St. Francis Medical Center	ZANGIABADI MD, A PROFESSIONAL MEDICAL CORPORATION	CALL COVERAGE AGREEMENT-NEUROLOGY STROKE	6/30/2019	Yes
1154	St. Francis Medical Center	ZANGIABADI MD, A PROFESSIONAL MEDICAL CORPORATION	RECRUITMENT LOAN	6/14/2020	Yes
1155	St. Francis Medical Center	ZANGIABADI MD, A PROFESSIONAL MEDICAL CORPORATION	MEDICAL DIRECTOR AGREEMENT- STROKE PROGRAM	6/30/2019	Yes
1156	St. Francis Medical Center	ZANGIABADI MD, A PROFESSIONAL MEDICAL CORPORATION	PROFESSIONAL SERVICES AGREEMENT INDIGENT CARE PROGRAM	6/30/2019	Yes
1157	St. Francis Medical Center	ZIMMER	GENERAL ORTHO TRAUMA PRODUCTS	10/31/2019	Yes
1158	St. Francis Medical Center	ZIMMER	SURGICAL AUTOMATIC TOURNIQUET	10/31/2019	Yes
1159	St. Francis Medical Center	ZIMMER	SURGICAL SKIN GRAFTING DEVICES	4/30/2020	Yes
1160	St. Francis Medical Center	ZIMMER	TRACTION PRODUCTS	4/30/2021	Yes
1161	St. Francis Medical Center	ZIMMER	ORTHOPEDIC POWER TOOLS AND ACC	4/30/2019	Yes
1162	St. Francis Medical Center	ZIMMER	PULSE LAVAGE PRODUCTS	3/31/2021	Yes
1163	St. Francis Medical Center	ZIMMER	TOTAL JOINT IMPLANTS	7/30/2020	Yes
1164	St. Francis Medical Center	ZIMMER	ORTHO TOTAL JOINT INPLANTS	7/30/2020	Yes
1165	St. Francis Medical Center	Z-MEDICA CORPORATION	HEMOSTASIS AND COMPRESSION	6/30/2021	Yes
1166	St. Francis Medical Center	ZOLL MEDICAL CORPORATION	EXTERNAL DEFIBRILLATORS	5/31/2019	Yes
1167	St. Francis Medical Center	ZOLL MEDICAL CORPORATION	PATIENT TEMPERATURE MANAGEMENT PRODUCTS	12/31/2020	Yes
1168	St. Francis Medical Center	ZOUBERO, INC. (TRADE NAME "ALL SAINTS CAFE")	LICENSE AGREEMENT	3/25/2020	No
1169	St. Francis Medical Center	ZZ-DFINE INC	VERTEBRAL COMP FRACTURE REPAIR	6/30/2019	No

Exhibit A: Executory Contracts and Unexpired Leases Designated by Strategic Global Asset Management, LLC (SGM) to Be Assumed by St. Vincent Medical Center, St. Vincent Dialysis Center, Inc., Seton Medical Center & St. Francis Medical Center) (C)

(Corresponds to Exhibit A (Parts 1 to 3) Attached to the Cure Notice Filed on March 5, 2019 - Doc# 1704)

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assumed: Yes/No/Removed (D)

Footnotes:

(A) Debtor designation is based on the Debtors' books and records. However, contract and lease counterparties should also review the System/Multi-Facility Contract exhibit (Exhibit B) in conjunction with this Exhibit as certain contracts included herein may also be reflected as System/Multi-Facility Contracts, particularly in the case of master purchase, master lease or master licensing agreements.

(B) Contract termination dates reflect current information in the Debtors' contract system, which may not capture auto-renewals, extensions or terminations since the Petition Date.

(C) The Debtor has used its best efforts to accurately reflect executory contracts and unexpired leases herein, but reserves the right to supplement and/or modify this Exhibit, including for any contracts which may not be deemed executory. The Buyer may add executory contracts and unexpired leases to the Designated Contracts List up to thirty (30) days prior to the closing of the Sale, and may remove designated contracts and unexpired leases from the Designated Contracts list up to seven (7) days before the sale closing.

(D) Removed - Denotes a contract or lease included in the Cure Notice filed on March 5, 2019 that was removed through the filing of the Cure Notice Supplements on March 22, 2019 and April 5, 2019, since such agreement already terminated, expired or is a duplicate.

EXHIBIT B

Exhibit B: Executory Contracts and Unexpired Leases Designated by Strategic Global Asset Management, Inc. (SGM) to be Assumed (System/Multi-Facility Contracts) (C)

(Corresponds to Exhibit A (Part 4) Attached to the Cure Notice Filed on March 5, 2019 - Doc# 1704)

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assume: Yes/No/Removed (D) (E)
1	Verity Health System of California, Inc.	314e	Services-Consulting	Evergreen	NO
2	Verity Health System of California, Inc.	3M (fka SoftMed Systems, Inc.)	Services-Software Maintenance and Support	3/14/2019	YES
3	Verity Health System of California, Inc.	3M (fka SoftMed Systems, Inc.)	Services-Software Maintenance and Support	6/23/2019	
4	Verity Health System of California, Inc.	3M (fka SoftMed Systems, Inc.)	Services-Software Maintenance and Support	9/23/2019	
5	Verity Health System of California, Inc.	3M (fka SoftMed Systems, Inc.)	Services-Software Maintenance and Support	12/20/2019	
6	Verity Health System of California, Inc.	3M (fka SoftMed Systems, Inc.)	Services-Software Maintenance and Support	8/18/2019	
7	Verity Health System of California, Inc.	3M (fka SoftMed Systems, Inc.)	License-Software	1/1/2069	
8	Verity Health System of California, Inc.	3M Health Information Systems	License-Software	6/30/2023	YES
9	Verity Health System of California, Inc.	A. Carlson Associates, LLC	Services-Consulting	4/29/2015	NO
10	Verity Health System of California, Inc.	Abbott Labs, Inc.	Supplies-VCD	8/31/2015	NO
11	Verity Business Services	Abbott Nutrition	Designation Agreement	2/28/2021	NO
12	Verity Health System of California, Inc.	AbbVie US LLC	Discount Pricing Agreement	3/31/2019	NO
13	Verity Health System of California, Inc.	Ability Network (formerly known as VisionShare)	Network Services Agreement	1/8/2019	YES
14	Verity Health System of California, Inc.	Accretive Health, Inc.	Professional Services Agreement	4/23/2015	YES
15	Verity Health System of California, Inc.	Accretive Health, Inc.	Services-Consulting	4/22/2015	
16	Verity Holdings, LLC	Active Medical Group of Northern California	Lease-as Landlord	1/31/2019	YES
17	Verity Holdings, LLC	Aetna Life Insurance Company	Master Agreement	1/16/2019	NO
18	Verity Health System of California, Inc.	Akin Gump Strauss Hauer & Feld LLP	Services-Legal	12/21/2016	YES
19	Verity Health System of California, Inc.	Akin Gump Strauss Hauer & Feld LLP	Services-Legal	3/16/2019	
20	Verity Business Services	Alegis Revenue Group, LLC	Services-Collections	6/30/2019	NO
21	Verity Health System of California, Inc.	Alevio, LLC	Master Purchasing Agreement	6/14/2019	YES
22	Verity Health System of California, Inc.	Alicaway, Edgardo G. MD	Physicians-Consulting Services	4/30/2019	NO
23	Verity Health System of California, Inc.	Alliant ChoicePlus	Service agreement		NO
24	Verity Health System of California, Inc.	Alliant Employee Benefits	Service agreement	11/20/2018	NO
25	Verity Health System of California, Inc.	Alliant Insurance Services, Inc.	Professional Services Agreement	11/20/2018	NO
26	Verity Health System of California, Inc.	Allscripts Healthcare, LLC	Master Agreement	8/2/2027	YES
27	Verity Health System of California, Inc.	Altegra Health, Inc.	Professional Services Agreement	Evergreen	NO
28	Verity Health System of California, Inc.	Amazon Web Services	Confidentiality & Non-Disclosure	2/28/2019	YES
29	Verity Health System of California, Inc.	American Medical Association	License-Software	Evergreen	YES
30	Verity Health System of California, Inc.	American Red Cross	Master Purchasing Agreement	12/14/2018	NO
31	Verity Health System of California, Inc.	American Red Cross	Blood/Organ/Tissue	6/30/2015	
32	Verity Health System of California, Inc.	American Red Cross	Blood/Organ/Tissue	6/30/2016	
33	Verity Health System of California, Inc.	American Registry for Internet Numbers (ARIN)	Master Agreement	1/1/2065	YES

See last page of exhibit for relevant footnotes

Exhibit B: Executory Contracts and Unexpired Leases Designated by Strategic Global Asset Management, Inc. (SGM) to be Assumed (System/Multi-Facility Contracts) (C)

(Corresponds to Exhibit A (Part 4) Attached to the Cure Notice Filed on March 5, 2019 - Doc# 1704)

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assume: Yes/No/Removed (D) (E)
34	Verity Health System of California, Inc.	Amplus Group, LLC	Services-Consulting	7/24/2019	NO
35	Verity Health System of California, Inc.	Anderson, Jeffrey MD	Physicians-Consulting Services	4/30/2019	NO
36	Verity Health System of California, Inc.	Anderson, Maxine MD	Physicians-Consulting Services	4/30/2019	NO
37	Verity Health System of California, Inc.	Ankura Consulting Group	Letter of Agreement	Evergreen	NO
38	Verity Health System of California, Inc.	Annapolis Consulting Group	Business Associate Agreement	Evergreen	NO
39	Verity Business Services	APPLIED BIOLOGICS	Designation Agreement	6/19/2019	YES
40	Verity Health System of California, Inc.	Applied Management Systems, Inc.	Confidentiality & Non-Disclosure	9/27/2018	YES
41	Verity Health System of California, Inc.	Applied Statistics & Management, Inc.	Technology Services Agreement	6/20/2020	YES
42	Verity Business Services	Arcadia Recovery Bureau fka CBSJ Financial Corp.	Services-Collections	5/31/2019	YES
43	Verity Health System of California, Inc.	Arent Fox	Services-Legal	Evergreen	NO
44	Verity Health System of California, Inc.	Arthrex, Inc.	Master Purchasing Agreement	6/30/2019	YES
45	Verity Health System of California, Inc.	Artinyan, Avo, M.D.	Physicians-Consulting Services	4/30/2019	NO
46	Verity Health System of California, Inc.	ARUP Laboratories	Professional Services Agreement	9/30/2016	YES
47	Verity Health System of California, Inc.	Ascension Health	Partnership	Evergreen	
48	Verity Health System of California, Inc.	Ascension Health	Professional Services Agreement	3/26/2019	NO
49	Verity Health System of California, Inc.	Ascension Health	Services-Cash Management	3/26/2019	
50	Verity Health System of California, Inc.	Ascension Health Alliance	Confidentiality & Non-Disclosure	4/10/2019	NO
51	Verity Health System of California, Inc.	Ascom Wireless - Vector Resources, Inc	Telecommunications	3/1/2019	YES
52	Verity Health System of California, Inc.	AT&T	Services-Telecommunications	2/28/2019	
53	Verity Health System of California, Inc.	AT&T	Services-Telecommunications	2/19/2019	
54	Verity Health System of California, Inc.	AT&T	Services-Telecommunications	3/22/2019	
55	Verity Health System of California, Inc.	AT&T	Telecommunications	3/10/2019	
56	Verity Health System of California, Inc.	AT&T	Telecommunications	3/24/2019	YES
57	Verity Health System of California, Inc.	AT&T	Telecommunications	5/31/2019	
58	Verity Health System of California, Inc.	AT&T	Telecommunications	5/31/2019	
59	Verity Business Services	AT&T	Services-Telecommunications	12/30/2018	
60	Verity Business Services	AT&T	Services-Telecommunications	12/30/2018	
61	Verity Business Services	AT&T	Telecommunications	12/30/2018	
62	Verity Business Services	AT&T	Telecommunications	12/30/2018	
63	Verity Health System of California, Inc.	Athene Law	Services-Legal	Evergreen	NO
64	Verity Health System of California, Inc.	Axiom	Letter of Agreement	Evergreen	YES
65	Verity Health System of California, Inc.	Axion	Services-Software Maintenance and Support	6/24/2019	YES
66	Verity Health System of California, Inc.	B.Braun Interventional Systems, Inc.	Master Purchasing Agreement	5/31/2019	NO
67	Verity Health System of California, Inc.	Badhwar, Nitish MD	Physicians-Consulting Services	4/30/2019	NO
68	Verity Health System of California, Inc.	Baker and Hostetler, LLP	Letter of Agreement	Evergreen	NO

Exhibit B: Executory Contracts and Unexpired Leases Designated by Strategic Global Asset Management, Inc. (SGM) to be Assumed (System/Multi-Facility Contracts) (C)

(Corresponds to Exhibit A (Part 4) Attached to the Cure Notice Filed on March 5, 2019 - Doc# 1704)

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assume: Yes/No/Removed (D) (E)
69	Verity Holdings, LLC	Baker and Hostetler, LLP	Letter of Agreement	Evergreen	
70	Verity Health System of California, Inc.	Bank of America	Services-Banking	Evergreen	NO
71	Verity Health System of California, Inc.	Bard Peripheral Vascular, Inc.	Master Purchasing Agreement	6/15/2019	NO
72	Verity Health System of California, Inc.	Baxter Healthcare Corporation	Letter of Agreement	12/31/2019	NO
73	Verity Health System of California, Inc.	BE Smith	Service agreement	9/6/2019	NO
74	Verity Health System of California, Inc.	Berkeley Research Group, LLC	Confidentiality & Non-Disclosure	7/9/2020	NO
75	Verity Health System of California, Inc.	Best Practice Professionals Inc. (dba oneSource Document Management Services)	Subscriptions	3/21/2018	NO
76	Verity Health System of California, Inc.	Big Inventory, Inc.	Administrative Services	12/31/2018	NO
77	Verity Business Services	Biocomposites	Designation Agreement	5/31/2021	NO
78	Verity Health System of California, Inc.	Biomet Orthopaedics, LLC	Supplies-Total Joints	8/31/2018	NO
79	Verity Health System of California, Inc.	Biotronik, Inc.	Supplies-CRM	3/31/2019	NO
80	Verity Health System of California, Inc.	Blue Shield of California	Administrative Services	12/31/2014	YES
81	Verity Health System of California, Inc.	Blue Shield of California (Retiree health)	Service agreement		YES
82	Verity Health System of California, Inc.	Blue Shielf of California (All isnured plans - PPO, POS, HMO and EPO)	Service agreement		YES
83	Verity Health System of California, Inc.	BoardEffect LLC	License-Software	1/30/2019	NO
84	Verity Health System of California, Inc.	Boston Scientific Corp.	Supplies-Cath Lab	8/6/2019	NO
85	Verity Health System of California, Inc.	Boston Scientific Corp.	Supplies-CRM	Evergreen	
86	Verity Health System of California, Inc.	Bottomline Technologies (fka Optio Software)	Services-Software Maintenance and Support	6/25/2019	YES
87	Verity Health System of California, Inc.	Brandify	Services-Consulting	4/1/2019	NO
88	Verity Business Services	Brink's, U.S.	Services-Armored Carrier	2/23/2019	YES
89	Verity Health System of California, Inc.	Brown Rudnick LLP	Services-Legal	4/30/2015	NO
90	Verity Health System of California, Inc.	Burke, Chris MD	Physicians-Consulting Services	Evergreen	NO
91	Verity Health System of California, Inc.	California IPA, Inc.	Confidentiality & Non-Disclosure	8/31/2019	NO
92	Verity Health System of California, Inc.	Campus Laundry	Services-Linen Supply	5/31/2017	YES
93	Verity Holdings, LLC	Campus Physical Therapy	Lease-as Landlord	7/31/2027	YES
94	Verity Health System of California, Inc.	Capital Tower Group, LLC	Services-Telecommunications	6/30/2023	YES
95	Verity Health System of California, Inc.	CARDINAL HEALTH 110, INC.	DISCOUNT PRICING AGREEMENT	12/8/2019	NO
96	Verity Health System of California, Inc.	Cardinal Health 110, Inc.	Pharmaceutical	2/28/2019	
97	Verity Health System of California, Inc.	Cardinal Health 200, Inc.	Discount Pricing Agreement	12/8/2019	NO
98	Verity Health System of California, Inc.	Cardinal Health Pharmacy Service LLC (aka Cardinal Health Solutions, Inc.)	Pharmaceutical	9/28/2018	NO
99	Verity Health System of California, Inc.	Cardio Medical Products, Inc.	Supplies-Cath Lab	10/31/2017	NO
100	Verity Health System of California, Inc.	CareFusion Solutions, LLC	Master Purchasing Agreement	Evergreen	NO

See last page of exhibit for relevant footnotes

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Exhibit B: Executory Contracts and Unexpired Leases Designated by Strategic Global Asset Management, Inc. (SGM) to be Assumed (System/Multi-Facility Contracts) (C)

(Corresponds to Exhibit A (Part 4) Attached to the Cure Notice Filed on March 5, 2019 - Doc# 1704)

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assume: Yes/No/Removed (D) (E)
101	Verity Health System of California, Inc.	CareFusion Solutions, LLC (Pyxis)	Discount Pricing Agreement	7/31/2017	NO
102	Verity Health System of California, Inc.	Carpenter, Thomas J. MD	Services-Consulting	Evergreen	NO
103	Verity Health System of California, Inc.	Catholic Healthcare Audit Network (CHAN)	Services-Consulting	6/30/2019	NO
104	Verity Health System of California, Inc.	Catholic Healthcare Audit Network (CHAN)	Letter of Agreement	Evergreen	
105	Verity Health System of California, Inc.	Center for Improvement in Healthcare Quality (CIHQ)	Membership	9/19/2019	YES
106	Verity Health System of California, Inc.	Century Link (Level 3)	Service Agreement	11/1/2019	YES
107	Verity Health System of California, Inc.	CereSoft, Inc.	Master Agreement	3/21/2019	YES
108	Verity Business Services	CereSoft, Inc.	License-Software Subscription	3/10/2019	
109	Verity Health System of California, Inc.	Cerner health services inc formerly siemens medical solutions usa, inc.	Services-Software Maintenance and Support	6/30/2019	NO
110	Verity Health System of California, Inc.	Chang, Karen MD	Services-Consulting	Evergreen	NO
111	Verity Health System of California, Inc.	Change Healthcare Technologies LLC fka Technologies, Inc.	License-Software	12/11/2019	YES
112	Verity Business Services	CHIS, Inc.	Services-Consulting	Evergreen	NO
113	Verity Health System of California, Inc.	Cigna - LTD	Service agreement		YES
114	Verity Health System of California, Inc.	Cigna - STD	Service agreement		
115	Verity Health System of California, Inc.	Cigna DHMO	Service agreement		
116	Verity Health System of California, Inc.	Ciox Health, LLC	Master Agreement	3/31/2020	YES
117	Verity Health System of California, Inc.	Cirius Group, Inc., The	Services-Software Maintenance and Support	6/30/2019	YES
118	Verity Health System of California, Inc.	Cisco Capital	Equipment-Lease/Rental	8/31/2019	YES
119	Verity Health System of California, Inc.	Citrix Systems, Inc.	Services-Software Maintenance and Support	7/1/2019	YES
120	Verity Health System of California, Inc.	CliniComp, Intl.	Services-Hardware and Software Maintenance	8/31/2019	YES
121	Verity Business Services	CMS CONTRACT MANAGEMENT STRATEGIES INC.	Services-Consulting	5/31/2019	NO
122	Verity Health System of California, Inc.	Coblantz, Patch, Duffy & Bass LLP	Letter of Agreement	Evergreen	NO
123	Verity Health System of California, Inc.	Cochlear Americas	Master Purchasing Agreement	3/30/2019	YES
124	Verity Health System of California, Inc.	Codeworks	Master Agreement	8/31/2019	YES
125	Verity Health System of California, Inc.	Compliance Training Solutions	Services-Education	11/30/2019	NO
126	Verity Health System of California, Inc.	Computer Credit, Inc.	Services-Collections	12/19/2019	YES
127	Verity Health System of California, Inc.	Computer Credit, Inc.	Services-Collections	12/19/2019	
128	Verity Health System of California, Inc.	Computer Sciences Corporation (CSC)	Services-Consulting	Evergreen	YES
129	Verity Health System of California, Inc.	Concur Technologies. Inc.	Master Agreement	8/15/2019	NO
130	Verity Health System of California, Inc.	Conifer Health Solutions	Professional Services Agreement	12/31/2023	YES
131	Verity Health System of California, Inc.	Constellation New Energy - Gas Division, LLC	Master Purchasing Agreement	7/2/2021	NO
132	Verity Health System of California, Inc.	Cox, Castle and Nicholson LLP	Letter of Agreement	Evergreen	NO

Exhibit B: Executory Contracts and Unexpired Leases Designated by Strategic Turnaround Asset Management, Inc. (SGM) to be Assumed (System/Multi-Facility Contracts) (C)

(Corresponds to Exhibit A (Part 4) Attached to the Cure Notice Filed on March 5, 2019 - Doc# 1704)

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assume: Yes/No/Removed (D) (E)
133	Verity Health System of California, Inc.	Cox, Dwayne MD	Services-Consulting	Evergreen	NO
134	Verity Health System of California, Inc.	CSI Leasing	Equipment-Lease/Rental	2/28/2019	YES
135	Verity Health System of California, Inc.	CSI Leasing	Equipment-Lease/Rental	2/28/2019	
136	Verity Health System of California, Inc.	D.A. Pope, Inc	Professional Services Agreement	2/28/2019	NO
137	Verity Health System of California, Inc.	Dale Medical Products	Master Agreement	10/31/2019	NO
138	Verity Holdings, LLC	Dave, Rajan, MD	Lease-as Tenant	9/30/2017	YES
139	Verity Health System of California, Inc.	Dell Financial Services	Equipment Lease Agreement	6/30/2021	YES
140	Verity Health System of California, Inc.	Deloitte & Touche	Services-Consulting	Evergreen	NO
141	Verity Health System of California, Inc.	Deloitte & Touche	Services-Consulting	Evergreen	
142	Verity Health System of California, Inc.	Deloitte & Touche	Letter of Agreement	Evergreen	
143	Verity Health System of California, Inc.	Delta Dental PPO 1200	Service agreement		YES
144	Verity Health System of California, Inc.	Delta Dental PPO 1500	Service agreement		
145	Verity Health System of California, Inc.	Delta Dental PPO 800	Service agreement		
146	Verity Health System of California, Inc.	Diligent Corporation	License-Software Subscription	12/17/2019	NO
147	Verity Health System of California, Inc.	DocuSign	Administrative Services	10/27/2019	NO
148	Verity Health System of California, Inc.	ECRI	License-Software Subscription	4/30/2022	YES
149	Verity Health System of California, Inc.	Edleman	Services-Consulting	6/30/2019	NO
150	Verity Health System of California, Inc.	Edwards Lifesciences, Inc	Master Purchasing Agreement	6/11/2019	YES
151	Verity Health System of California, Inc.	Elsevier, B.V. (fka MD Consult)	License-Software Subscription	6/30/2019	NO
152	Verity Health System of California, Inc.	Emerald Textiles, LLC	Services-Linen Supply	9/30/2023	YES
153	Verity Health System of California, Inc.	Environmental Service Partners, Inc	Services-Building Maintenance	2/28/2019	YES
154	Verity Business Services	EOS CCA fka California Service Bureau of Marin County, Inc.	Services-Collections	6/30/2019	YES
155	Verity Health System of California, Inc.	Epiq	Services-Consulting	4/30/2019	YES
156	Verity Health System of California, Inc.	EQ2 LLC	License-Software Subscription	3/8/2019	YES
157	Verity Health System of California, Inc.	Equifax	Service agreement	4/30/2019	YES
158	Verity Health System	Equinix LLC	Master Agreement	3/2/2022	NO
159	Verity Health System of California, Inc.	Ernst & Young	Business Associate Agreement	5/13/2019	NO
160	Verity Health System of California, Inc.	eSolutions, Inc.	Technology Services Agreement	9/15/2019	NO
161	Verity Health System of California, Inc.	Ethicon US, LLC	Master Purchasing Agreement	5/31/2019	NO
162	Verity Business Services	Everest Enterprises	Administrative Services	12/16/2016	NO
163	Verity Health System of California, Inc.	Experian Health (fka Passport Health Communications, Inc.)	License-Software Subscription	3/25/2024	YES
164	Verity Health System of California, Inc.	Expressbill, Inc./ Emdeon	Professional Services Agreement	5/7/2019	YES

Exhibit B: Executory Contracts and Unexpired Leases Designated to be Assumed by Verity Holdings, LLC and/or Service Management, LLC and/or SGM to be Assumed (System/Multi-Facility Contracts) (C)

(Corresponds to Exhibit A (Part 4) Attached to the Cure Notice Filed on March 5, 2019 - Doc# 1704)

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assume: Yes/No/Removed (D) (E)
165	Verity Health System of California, Inc.	FIS Avantgard	Services - Software Maintenance and Support	2/26/2019	YES
166	Verity Health System of California, Inc.	Fred Naraghi, MD, Inc.	Confidentiality & Non-Disclosure	8/14/2019	NO
167	Verity Health System of California, Inc.	Fulbright & Jaworski	Letter of Agreement	Evergreen	NO
168	Verity Health System of California, Inc.	Gallup, Incorporated	Letter of Agreement	2/14/2020	NO
169	Verity Health System of California, Inc.	GE Healthcare	Services - Hardware and Software Maintenance	10/31/2018	NO
170	Verity Health System of California, Inc.	GE Healthcare Financial	Equipment-Lease/Rental	Evergreen	YES
171	Verity Health System of California, Inc.	Gibson Dunn & Crutcher LLP	Letter of Agreement	9/27/2020	NO
172	Verity Health System of California, Inc.	Girsky, Marc MD	Physicians-Consulting Services	4/30/2019	NO
173	Verity Health System of California, Inc.	GitLab, Inc.	Technology Services Agreement	3/12/2019	YES
174	Verity Health System of California, Inc.	Global Clinical Consulting	Services-Consulting	11/26/2019	NO
175	Verity Health System of California, Inc.	Global Health Exchange, LLC. (GHX)	License-Software Subscription	12/31/2019	NO
176	Verity Health System of California, Inc.	Gordon And Betty Moore Foundation	Grant Agreement	Evergreen	NO
177	Verity Health System of California, Inc.	Granite Communications	Premier Vendor	Month to Month	NO
178	Verity Health System of California, Inc.	Grant Thornton LLP	Services-Consulting	10/4/2019	NO
179	Verity Health System of California, Inc.	Green Genes LLC	Professional Services Agreement	2/28/2019	NO
180	Verity Health System of California, Inc.	GRM	Document Storage	Evergreen	YES
181	Verity Health System of California, Inc.	Hanson Bridgett LLP	Services-Legal	Evergreen	YES
182	Verity Health System of California, Inc.	HCT Executive Interim Solutions, LLC	Administrative Services	4/6/2019	YES
183	Verity Health System of California, Inc.	Healthcare Appraisers, Inc.	Professional Services Agreement	Evergreen	NO
184	Verity Health System of California, Inc.	Healthcare Source (Position Manager)	Service agreement	12/11/2018	YES
185	Verity Health System of California, Inc.	HEALTHCARE COST SOLUTIONS	CODING VENDOR	month to month after Term of 11/2018	NO
186	Verity Health System of California, Inc.	Healthcare Transformation LLC	Services-Consulting	Evergreen	NO
187	Verity Health System of California, Inc.	HealthCareSource HR, Inc.	Services-Software Maintenance and Support	12/11/2017	NO
188	Verity Health System of California, Inc.	Healthline Systems,Inc.	License-Software Subscription	12/18/2018	YES
189	Verity Health System of California, Inc.	HealthNow	Service agreement		YES
190	Verity Health System of California, Inc.	HealthSource Global Staffing, Inc	Administrative Services	2/23/2019	YES
191	Verity Health System of California, Inc.	HealthStream, Inc.	Master Agreement	12/1/2021	YES
192	Verity Health System of California, Inc.	HealthStream, Inc.	Professional Services Agreement	Evergreen	
193	Verity Health System of California, Inc.	Help Systems, Inc.	Services-Software Maintenance and Support	6/30/2019	YES
194	Verity Health System of California, Inc.	Hill Rom Company	Master Purchasing Agreement	5/30/2020	NO
195	Verity Health System of California, Inc.	Hodges Maces	Professional Services Agreement	11/3/2018	YES
196	Verity Health System of California, Inc.	Honeywell International	Services-Construction	6/1/2019	NO

Exhibit B: Executory Contracts and Unexpired Leases Designated by Strategic Global Asset Management, Inc. (SGM) to be Assumed (System/Multi-Facility Contracts) (C)

(Corresponds to Exhibit A (Part 4) Attached to the Cure Notice Filed on March 5, 2019 - Doc# 1704)

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assume: Yes/No/Removed (D) (E)
197	Verity Business Services	Hooper Healthcare Consulting LLC	Administrative Services	7/31/2019	YES
198	Verity Health System of California, Inc.	Hooper Healthcare Consulting LLC	Services-Consulting	7/25/2020	
199	Verity Health System of California, Inc.	Hooper, Lundy & Bookman, P.C.	Services-Legal	9/30/2018	NO
200	Verity Health System of California, Inc.	Host Analytics	Services-Software Maintenance and Support	12/11/2019	YES
201	Verity Holdings, LLC	Hsiao, Michael	Lease-other	5/10/2017	NO
202	Verity Health System of California, Inc.	Huron	Services Agreement	11/30/2018	YES
203	Verity Business Services	Ibarra, Audra	Services-Legal	Evergreen	NO
204	Verity Business Services	IBM	License-Software Subscription	3/10/2017	YES
205	Verity Health System of California, Inc.	Idea Consulting Group	Services-Consulting	9/6/2019	YES
206	Verity Health System of California, Inc.	ImageFirst of San Francisco, LLC	Master Agreement	8/8/2022	NO
207	Verity Health System of California, Inc.	Imagen Technologies	Confidentiality & Non-Disclosure	7/25/2019	YES
208	Verity Health System of California, Inc.	inContact, Inc.	License-Software	12/3/2018	YES
209	Verity Health System of California, Inc.	Indeed	Service agreement	4/1/2019	YES
210	Verity Health System of California, Inc.	Infor World (Infinium)	Services-Software Maintenance and Support	9/30/2019	YES
211	Verity Health System of California, Inc.	Infor World (Infinium)	Services-Software Maintenance and Support	9/30/2019	
212	Verity Health System of California, Inc.	Innovasafe	Escrow-Software	8/14/2019	YES
213	Verity Health System of California, Inc.	Inpriva	Services-Software Maintenance and Support	6/10/2019	YES
214	Verity Health System of California, Inc.	Integrity Healthcare, LLC	Master Agreement	7/17/2025	REMOVED
215	Verity Business Services	INTERSURGICAL	Designation Agreement	3/31/2019	NO
216	Verity Health System of California, Inc.	InterSystems Corporation	License-Software Subscription	6/30/2019	YES
217	Verity Health System of California, Inc.	IntraLearn Software Corporation	Services-Software Maintenance and Support	12/11/2018	NO
218	Verity Health System of California, Inc.	ISU Insurance Servcies (fka Pinnacle Broker's, Inc.)	Master Purchasing Agreement	Evergreen	NO
219	Verity Health System of California, Inc.	James R. Lahana, a Professional Law Corporation	Letter of Agreement	Evergreen	NO
220	Verity Health System of California, Inc.	Jeffer Mangels Butler & Mitchell LLP	Services-Legal	Evergreen	NO
221	Verity Health System of California, Inc.	Jennifer Gravois dba Thomas Consulting	Independent Contractor	9/30/2018	NO
222	Verity Health System of California, Inc.	John Hancock (Verity Retirement Plan A, Verity Retirement Plan B)	Service agreement and amended fee schedule	Evergreen	YES
223	Verity Health System of California, Inc.	Jones Day	Services-Legal	Evergreen	NO
224	Verity Health System of California, Inc.	Joy Victor, MD	Services-Consulting	1/1/2019	NO
225	Verity Health System of California, Inc.	Kaufman Hall	License-Software Subscription	1/10/2017	NO
226	Verity Health System of California, Inc.	Kaufman Hall	Services-Consulting	Evergreen	
227	Verity Health System of California, Inc.	Kenyon & Kenyon LLP	Services-Legal	Evergreen	NO
228	Verity Health System of California, Inc.	Kforce	Service agreement	6/26/2019	YES
229	Verity Health System of California, Inc.	Kimberly-Clark global Sales, LLC	Master Purchasing Agreement	9/28/2018	NO
230	Verity Health System of California, Inc.	Kirchner, Paula	Services-Consulting	12/31/2015	NO

See last page of exhibit for relevant footnotes

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Exhibit B: Executory Contracts and Unexpired Leases Designated by Strategic Global Asset Management, Inc. (SGM) to be Assumed (System/Multi-Facility Contracts) (C)

(Corresponds to Exhibit A (Part 4) Attached to the Cure Notice Filed on March 5, 2019 - Doc# 1704)

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assume: Yes/No/Removed (D) (E)
231	Verity Health System of California, Inc.	Kronos, Inc.	License-Software Subscription	6/14/2023	
232	Verity Health System of California, Inc.	Kronos, Inc.	Services-Equipment Maintenance	3/30/2019	YES
233	Verity Health System of California, Inc.	Kronos, Inc.	Services-Hardware and Software Maintenance	12/31/2018	
234	Verity Health System of California, Inc.	Kurt Salmon Associates Inc	Services-Consulting	Evergreen	
235	Verity Health System of California, Inc.	Kurt Salmon Associates Inc	Services-Consulting	Evergreen	NO
236	Verity Health System of California, Inc.	Kurt Salmon Associates Inc	Services-Consulting	Evergreen	
237	Verity Health System of California, Inc.	Kurt Salmon Associates Inc	Services-Consulting	Evergreen	
238	Verity Health System of California, Inc.	LA Care Health Plan	Administrative Services	3/31/2018	NO
239	Verity Health System of California, Inc.	Lane Telecommunications, Inc..	Services-Software Maintenance and Support	10/17/2018	YES
240	Verity Health System of California, Inc.	Language Line Services	Services-Interpreter	4/8/2019	YES
241	Verity Health System of California, Inc.	Language Line Services	Telecommunications	4/8/2019	
242	Verity Business Services	Law Offices of Stephenson, Acquisto & Coleman	Services-Legal	Evergreen	YES
243	Verity Health System of California, Inc.	Lean Transformations Group, LLC	Services-Consulting	3/21/2017	NO
244	Verity Holdings, LLC	Lee, Shu May MD, Inc.	Lease-as Landlord	2/28/2022	YES
245	Verity Health System of California, Inc.	LHMs DCHS CBS	Business Associate Agreement	12/31/2065	
246	Verity Health System of California, Inc.	LHMs DCHS CBS	Business Associate Agreement	12/31/2065	
247	Verity Health System of California, Inc.	LHMs DCHS CBS	Business Associate Agreement	12/31/2065	
248	Verity Health System of California, Inc.	LHMs DCHS CBS	Business Associate Agreement	Evergreen	YES
249	Verity Health System of California, Inc.	LHMs DCHS CBS	Business Associate Agreement	12/31/2065	
250	Verity Health System of California, Inc.	LHMs DCHS CBS	Business Associate Agreement	12/31/2019	
251	Verity Business Services	LHMs DCHS CBS	Business Associate Agreement	12/31/2069	
252	Verity Health System of California, Inc.	Lighthouse Document Technologies, Inc.	Master Agreement	Evergreen	YES
253	Verity Health System of California, Inc.	LIGHTHOUSE MANAGEMENT	Temporary staffing		NO
254	Verity Health System of California, Inc.	LinkedIn	Sales Order	1/31/2020	NO
255	Verity Health System of California, Inc.	Lockton Companies, LLC (Kansas City Series)	Insurance Coverage	7/1/2020	YES
256	Verity Health System of California, Inc.	Long William M.D.	Physicians-Consulting Services	4/30/2019	NO
257	Verity Holdings, LLC	Longar, Susan MD	Lease-as Landlord	3/31/2022	NO
258	Verity Holdings, LLC	Los Altos Surgery Center LLC	Administrative Services	Evergreen	NO
259	Verity Health System of California, Inc.	Lund Pearson McLaughlin Fire Protection Systems, Inc	Professional Services Agreement	2/28/2019	NO
260	Verity Health System of California, Inc.	Lysle Buchbinder	Services-Legal	3/16/2016	NO
261	Verity Health System of California, Inc.	M*Modal fka MedQuist Transcriptions, Ltd.	Services-Transcription	4/30/2019	NO
262	Verity Health System of California, Inc.	M.J. Mechanical Services, Inc.	Services-Equipment Maintenance	1/1/2050	YES
263	Verity Health System of California, Inc.	MagView	License-Software	1/19/2019	YES
264	Verity Health System of California, Inc.	Manatt, Phelps and Phillips LLP	Services-Legal	Evergreen	NO

Exhibit B: Executory Contracts and Unexpired Leases Designated by Strategic Global Asset Management, Inc. (SGM) to be Assumed (System/Multi-Facility Contracts) (C)

(Corresponds to Exhibit A (Part 4) Attached to the Cure Notice Filed on March 5, 2019 - Doc# 1704)

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assume: Yes/No/Removed (D) (E)
265	Verity Health System of California, Inc.	Manoochehrian, Ali MD	Services-Consulting	Evergreen	NO
266	Verity Health System of California, Inc.	Mariposa 2040 LLC	Lease-as Tenant	6/30/2047	NO
267	Verity Health System of California, Inc.	Mathew Abraham - SmartMed	Services-Consulting	10/6/2018	NO
268	Verity Health System of California, Inc.	Matrix HG, Inc	Services-Water Treatment	2/28/2019	NO
269	Verity Health System of California, Inc.	Matteoni O'Laughlin & Hechtman	Services-Legal	Evergreen	NO
270	Verity Health System of California, Inc.	Mazars USA LLP	Services-Consulting	12/31/2017	NO
271	Verity Health System of California, Inc.	MCG Health, LLC	License-Software	2/19/2023	YES
272	Verity Health System of California, Inc.	McKesson Information Solutions, Inc.	License-Software	9/28/2019	
273	Verity Health System of California, Inc.	McKesson Information Solutions, Inc.	License-Software	12/31/2018	
274	Verity Health System of California, Inc.	McKesson Information Solutions, Inc.	License-Software	6/2/2065	
275	Verity Health System of California, Inc.	McKesson Information Solutions, Inc.	Memorandum of Understanding	2/19/2065	YES
276	Verity Health System of California, Inc.	McKesson Information Solutions, Inc.	Services-Software Maintenance and Support	8/26/2019	
277	Verity Health System of California, Inc.	McKesson Information Solutions, Inc.	License-Software	12/31/2018	
278	Verity Health System of California, Inc.	McKesson Information Solutions, Inc.	License-Software	12/11/2018	
279	Verity Health System of California, Inc.	MD Insider	Technology Services Agreement	6/28/2019	REMOVED
280	Verity Business Services	MDS, Inc.	Financing Agreement	8/12/2019	YES
281	Verity Health System of California, Inc.	MDX Medical data Exchange	Services - Software Maintenance and Support	11/1/2018	YES
282	Verity Business Services	Mead Johnson & Company, LLC	Designation Agreement	11/30/2020	NO
283	Verity Health System of California, Inc.	Medacta USA, Inc.	Supplies-Total Joints	5/31/2019	YES
284	Verity Business Services	MedDataSys (fka Alegis Revenue Group)	Services - Collections	6/30/2019	YES
285	Verity Health System of California, Inc.	Medical Courier, Inc.	Services-Courier	8/31/2015	YES
286	Verity Health System of California, Inc.	Medical Innovations, Inc.	Professional Services Agreement	6/30/2018	NO
287	Verity Health System of California, Inc.	Medicity, Inc.	Services-Software Maintenance and Support	7/31/2019	YES
288	Verity Health System of California, Inc.	MediClean Linen and Laundry Inc	Services-Linen Supply	12/6/2017	NO
289	Verity Holdings, LLC	Medicus Integrated Health Services, Inc.	Lease-as Landlord	2/28/2022	YES
290	Verity Health System of California, Inc.	MedImpact	Service agreement		NO
291	Verity Health System of California, Inc.	Medline Industries, Inc.	Supply Distribution Agreement	5/14/2020	
292	Verity Health System of California, Inc.	Medline Industries, Inc.	Supplies-Linen	11/30/2018	
293	Verity Health System of California, Inc.	Medline Industries, Inc.	Supplies-Linen	11/1/2018	NO
294	Verity Health System of California, Inc.	Medline Industries, Inc.	Supplies-Linen	5/14/2022	
295	Verity Health System of California, Inc.	Medline Industries, Inc.	Supply Distribution Agreement	12/31/2017	
296	Verity Health System of California, Inc.	MedPlus, Inc.	Services-Equipment Maintenance	9/30/2018	YES
297	Verity Health System of California, Inc.	MedPlus, Inc.	Services-Software Maintenance and Support	9/30/2018	

See last page of exhibit for relevant footnotes

Exhibit B: Executory Contracts and Unexpired Leases Designated by Strategic Capital Asset Management, Inc. (SGM) to be Assumed (System/Multi-Facility Contracts) (C)

(Corresponds to Exhibit A (Part 4) Attached to the Cure Notice Filed on March 5, 2019 - Doc# 1704)

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assume: Yes/No/Removed (D) (E)
298	Verity Health System of California, Inc.	MedSource Travelers	Service agreement	6/9/2019	YES
299	Verity Health System of California, Inc.	MedSource Parts, LLC	Equipment-Lease/Rental	3/5/2019	YES
300	Verity Health System of California, Inc.	Medtronic Sofamor Danek USA, Inc.	Supplies-Cath Lab	9/8/2015	YES
301	Verity Health System of California, Inc.	Medtronic Sofamor Danek USA, Inc.	Supplies-Spinal Hardware	9/8/2016	
302	Verity Health System of California, Inc.	Medtronic USA, Inc.	Master Purchasing Agreement	6/11/2019	NO
303	Verity Health System of California, Inc.	Medtronic USA, Inc.	Supplies-DES	6/15/2019	
304	Verity Health System of California, Inc.	Merrill Communications, LLC	Business Associate Agreement	12/31/2030	NO
305	Verity Health System of California, Inc.	Metlife - Verity Executives	Service agreement		NO
306	Verity Health System of California, Inc.	Metrex Research, LLC	Master Purchasing Agreement	9/28/2018	NO
307	Verity Health System of California, Inc.	Micromedex (a business of Thomson Reuters Healthcare, Inc.) aka Truven Health	License-Software Subscription	12/31/2018	YES
308	Verity Health System of California, Inc.	MicroPort Orthopedics (formerly Wright Medical)	Supplies-Total Joints	3/30/2019	YES
309	Verity Business Services	Microsoft	License-Software Subscription	2/1/2019	YES
310	Verity Health System of California, Inc.	Microsoft	Discount Pricing Agreement	7/27/2019	
311	Verity Health System of California, Inc.	Microsoft	License-Software Subscription	6/26/2020	
312	Verity Health System of California, Inc.	MicroWest Software Systems, Inc.	License-Software	1/1/2065	NO
313	Verity Health System of California, Inc.	MicroWest Software Systems, Inc.	Services-Software Maintenance and Support	3/31/2019	
314	Verity Health System of California, Inc.	Millhouse, Felix MD	Physicians-Consulting Services	4/30/2019	NO
315	Verity Health System of California, Inc.	Milliman, Inc.	Services-Consulting	Evergreen	NO
316	Verity Health System of California, Inc.	MJ Mechanical Services, Inc.	Services-Equipment Maintenance	Evergreen	NO
317	Verity Health System of California, Inc.	Montage Legal Group, LLC	Letter of Agreement	Evergreen	NO
318	Verity Health System of California, Inc.	Moss Adams, LLP	Letter of Agreement	Evergreen	NO
319	Verity Health System of California, Inc.	Moss Adams, LLP	Professional Services Agreement	7/6/2017	
320	Verity Health System of California, Inc.	Moss Adams, LLP	Professional Services Agreement	5/4/2016	
321	Verity Health System of California, Inc.	Moss Adams, LLP	Services-Consulting	Evergreen	
322	Verity Health System of California, Inc.	MPB Group, LLC (BERYL)	Services-Physician Referral	8/31/2019	YES
323	Verity Holdings, LLC	Mulligan, Timothy, MD	Lease-as Landlord	4/30/2022	YES
324	Verity Health System of California, Inc.	Munger, Tolles & Olson	Services-Legal	3/27/2018	NO
325	Verity Business Services	Muzak	License-Software Subscription	1/31/2017	YES
326	Verity Health System of California, Inc.	Muzak	License-Software Subscription	6/10/2023	
327	Verity Health System of California, Inc.	Nant Capital, LLC	Confidentiality & Non-Disclosure	1/9/2020	YES
328	Verity Health System of California, Inc.	Nanthealth fka iSirona, LLC	License-Software	9/5/2019	YES
329	Verity Holdings, LLC	Nantworks, LLC	Lease-office space	3/31/2019	YES
330	Verity Holdings	Nantworks, LLC	Lease - equipment	7/1/2019	YES

See last page of exhibit for relevant footnotes

Exhibit B: Executory Contracts and Unexpired Leases Designated by Strategic Capital Asset Management, Inc. (SGM) to be Assumed (System/Multi-Facility Contracts) (C)

(Corresponds to Exhibit A (Part 4) Attached to the Cure Notice Filed on March 5, 2019 - Doc# 1704)

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assume: Yes/No/Removed (D) (E)
331	Verity Health System of California, Inc.	National Health Information Sharing and Analysis Center	Membership	6/10/2019	YES
332	Verity Health System of California, Inc.	Negley, Ott & Associates	Services-Consulting	Evergreen	NO
333	Verity Health System of California, Inc.	Nelson and Associates	Business Associate Agreement	12/6/2018	NO
334	Verity Health System of California, Inc.	Nelson Hardiman, LLP	Services-Legal	Evergreen	NO
335	Verity Health System of California, Inc.	Nestle HealthCare Nutrition, Inc.	Committed Purchase Agreement	7/31/2017	NO
336	Verity Health System of California, Inc.	Nestle Waters North America, Inc.	Services-Bottled Water	11/30/2015	NO
337	Verity Health System of California, Inc.	Net Health Systems, Inc.	License-Software	12/26/2019	YES
338	Verity Health System of California, Inc.	NeuroStructures, Inc.	Master Purchasing Agreement	6/18/2040	NO
339	Verity Health System of California, Inc.	Nexus IS, Inc.	Master Purchasing Agreement	10/11/2018	YES
340	Verity Health System of California, Inc.	NFS Leasing, Inc.	Equipment-Lease/Rental	1/1/2020	YES
341	Verity Health System of California, Inc.	NFS Leasing, Inc.	Equipment-Lease/Rental	2/1/2021	
342	Verity Health System of California, Inc.	Northern California Physicians Network, Inc.	Confidentiality & Non-Disclosure	8/31/2019	NO
343	Verity Health System of California, Inc.	Northern Trust (Verity Directed Retirement Trust)	Service agreement	Evergreen	NO
344	Verity Health System of California, Inc.	Northern Trust Company	Trust Agreement	Evergreen	NO
345	Verity Health System of California, Inc.	nThrive Revenue Systems, LLC (fka MedAssests Net Revenue Systems, LLC fka IMacS / Accuro)	License-Software Subscription	3/31/2019	YES
346	Verity Health System of California, Inc.	NTT DATA Services aka Perot Systems	Services-Consulting	2/3/2020	YES
347	Verity Business Services	NuVasive, Inc.	Designation Agreement	12/31/2020	YES
348	Verity Health System of California, Inc.	NuVasive, Inc.	Supplies-Spinal Hardware	2/28/2016	
349	Verity Business Services	NUVECTRA	Designation Agreement	5/31/2020	YES
350	Verity Health System of California, Inc.	Ober Kaler	Services-Legal	8/8/2018	NO
351	Verity Holdings, LLC	O'Connnor Hospital	Equipment-Lease/Rental	7/1/2019	NO
352	Verity Health System of California, Inc.	OID	Membership	5/9/2065	YES
353	Verity Health System of California, Inc.	Oncology Technology Associates	Confidentiality & Non-Disclosure	1/14/2020	NO
354	Verity Health System of California, Inc.	ONCOTEAM	Tumor Registry		NO
355	Verity Health System of California, Inc.	OneSource Printer Service and Supply, Inc.	Services-Printer Maintenance	9/19/2018	YES
356	Verity Health System of California, Inc.	ONPOINT HEALTHCARE SOLUTIONS	Contract CDI, Interim Director		YES
357	Verity Health System of California, Inc.	OpsGenie	License-Software Subscription	3/1/2019	YES
358	Verity Health System of California, Inc.	OptiLink	Services-Software Maintenance and Support	12/30/2018	YES
359	Verity Health System of California, Inc.	Optum	Service agreement		NO
360	Verity Health System of California, Inc.	Optum - EAP	Service agreement		
361	Verity Health System of California, Inc.	Optum360, LLC	License-Software	8/31/2019	YES
362	Verity Holdings, LLC	Order of Malta Los Angeles, Free Clinic	Lease-as Landlord	6/30/2022	YES
363	Verity Health System of California, Inc.	Organogenesis Inc.	Letter of Agreement	3/25/2016	YES

Exhibit B: Executory Contracts and Unexpired Leases Designated for Trade to Asset Management, LLC (SGM) to be Assumed (System/Multi-Facility Contracts) (C)

(Corresponds to Exhibit A (Part 4) Attached to the Cure Notice Filed on March 5, 2019 - Doc# 1704)

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assume: Yes/No/Removed (D) (E)
364	Verity Health System of California, Inc.	Organogenesis Inc.	Master Purchasing Agreement	2/28/2018	YES
365	Verity Health System of California, Inc.	Ortho-Clinical Diagnostics (a Johnson and Johnson Company)	Supplies-Laboratory	7/19/2024	
366	Verity Health System of California, Inc.	Ortho-Clinical Diagnostics (a Johnson and Johnson Company)	Supplies-Laboratory	12/8/2019	NO
367	Verity Health System of California, Inc.	Ortho-Clinical Diagnostics (a Johnson and Johnson Company)	Blood/Organ/Tissue	12/8/2019	
368	Verity Health System of California, Inc.	Outside GC CA LLP	Letter of Agreement	Evergreen	NO
369	Verity Health System of California, Inc.	Owen, Wickersham & Erickson, P.C.	Services-Legal	Evergreen	NO
370	Verity Health System of California, Inc.	Pacific Medical	Equipment-Purchase	7/10/2019	YES
371	Verity Health System of California, Inc.	Paradigm Spine, LLC	Master Purchasing Agreement	7/31/2019	YES
372	Verity Health System of California, Inc.	Paragon Legal Group, P.C.	Services-Legal	Evergreen	NO
373	Verity Health System of California, Inc.	Parallon (fka The Outsource Group)	Services-Collections	4/30/2019	NO
374	Verity Health System of California, Inc.	PARO Decision Support, LLC	Master Agreement	9/5/2020	NO
375	Verity Health System of California, Inc.	Parto Parham M.D.	Physicians-Consulting Services	4/30/2019	NO
376	Verity Health System of California, Inc.	Patient Point	Services-Consulting	2/1/2020	YES
377	Verity Health System of California, Inc.	Payroll Express, LLC	Master Agreement	Evergreen	NO
378	Verity Health System of California, Inc.	Perkins Coie LLP	Services-Legal	Evergreen	NO
379	Verity Health System of California, Inc.	Peter A. Ripper and Associate, Inc. dba PARA Healthcare Financial Services	Master Agreement	9/19/2018	NO
380	Verity Health System of California, Inc.	Peter A. Ripper and Associates, Inc.	Confidentiality & Non-Disclosure	8/4/2019	NO
381	Verity Health System of California, Inc.	Pharmacy OneSource	License-Software Subscription	12/29/2018	YES
382	Verity Health System of California, Inc.	Philips Healthcare Informatics, Inc.	Services-Software Maintenance and Support	4/14/2019	YES
383	Verity Health System of California, Inc.	Philips Healthcare Informatics, Inc.	Services-Software Maintenance and Support	4/14/2019	
384	Verity Health System of California, Inc.	Physicians Surgery Services	Professional Services Agreement	1/31/2021	NO
385	Verity Health System of California, Inc.	Picis	License-Software	8/31/2019	YES
386	Verity Health System of California, Inc.	Pillsbury Winthrop Shaw Pittman LLP	Services-Legal	6/2/2016	NO
387	Verity Health System of California, Inc.	Polsinelli PC	Services-Legal	7/19/2017	NO
388	Verity Health System of California, Inc.	Praxair	Supplies-Respiratory	4/5/2020	YES
389	Verity Health System of California, Inc.	Predixon Software	Business Associate Agreement	Evergreen	YES
390	Verity Health System of California, Inc.	PreEmploy	Service agreement	2/28/2019	YES
391	Verity Health System of California, Inc.	Pre-Employ.com, Inc.	Professional Services Agreement	2/28/2019	YES
392	Verity Health System of California, Inc.	Press Ganey and Associates	Services-Survey	3/31/2019	YES
393	Verity Health System of California, Inc.	ProData	Services-Software Maintenance and Support	9/30/2018	YES

Exhibit B: Executory Contracts and Unexpired Leases Designated by Strategic Global Asset Management, Inc. (SGM) to be Assumed (System/Multi-Facility Contracts) (C)

(Corresponds to Exhibit A (Part 4) Attached to the Cure Notice Filed on March 5, 2019 - Doc# 1704)

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assume: Yes/No/Removed (D) (E)
394	Verity Health System of California, Inc.	Prodigy Health Supplier Corporation	Supply Distribution Agreement	8/1/2017	NO
395	Verity Health System of California, Inc.	Professional Research Consultants, Inc.	Professional Services Agreement	10/5/2016	NO
396	Verity Health System of California, Inc.	Progressive Medical, Inc.	Master Purchasing Agreement	9/30/2018	YES
397	Verity Health System of California, Inc.	Prosidyan, Inc.	Master Purchasing Agreement	4/13/2019	YES
398	Verity Health System of California, Inc.	Proskauer Rose LLP	Services-Legal	Evergreen	NO
399	Verity Health System of California, Inc.	PROSMAN, FAITH MD	SERVICES-CONSULTING	1/1/2019	NO
400	Verity Health System of California, Inc.	PSOMAS	Services-Consulting	Evergreen	NO
401	Verity Health System of California, Inc.	Q-Centrix, LLC	Master Agreement	4/23/2021	YES
402	Verity Health System of California, Inc.	QS/1 Data Systems	License-Software Subscription	Evergreen	YES
403	Verity Health System of California, Inc.	QS/1 Data Systems	License-Software Subscription	Evergreen	
404	Verity Health System of California, Inc.	QuadraMed Corporation	Services-Hardware and Software Maintenance	5/31/2019	YES
405	Verity Health System of California, Inc.	QuadraMed Corporation	Services-Hardware and Software Maintenance	5/31/2019	
406	Verity Health System of California, Inc.	QuadraMed Corporation	Services-Hardware and Software Maintenance	5/31/2019	
407	Verity Health System of California, Inc.	QuadraMed Corporation	Services-Hardware and Software Maintenance	5/31/2019	
408	Verity Health System of California, Inc.	QuadraMed Corporation	Services-Hardware and Software Maintenance	5/31/2019	
409	Verity Health System of California, Inc.	QuadraMed Corporation	Services-Hardware and Software Maintenance	5/31/2019	
410	Verity Health System of California, Inc.	QuadraMed Corporation	Services-Software Maintenance and Support	3/18/2019	
411	Verity Health System of California, Inc.	QuadraMed Corporation	License-Software	1/1/2065	
412	Verity Health System of California, Inc.	QuadraMed Corporation	Services-Hardware and Software Maintenance	5/31/2020	
413	Verity Health System of California, Inc.	QuadraMed Corporation	Services-Software Maintenance and Support	5/31/2019	
414	Verity Health System of California, Inc.	QuadraMed Corporation	Services-Hardware and Software Maintenance	5/31/2019	
415	Verity Health System	QuadraMed Corporation	Services-Software Maintenance and Support	5/31/2019	
416	Verity Health System	QuadraMed Corporation	Services-Hardware and Software Maintenance	5/31/2019	
417	Verity Health System of California, Inc.	Quinn Emanuel	Services-Legal	Evergreen	NO
418	Verity Health System of California, Inc.	Radio Korea	Memorandum of Understanding	8/4/2016	NO
419	Verity Holdings, LLC	Rajan Davie, M.D.	Lease-as Landlord	9/30/2017	YES
420	Verity Holdings, LLC	Ranavat, Amritlal MD	Lease-as Landlord	12/31/2017	YES
421	Verity Holdings, LLC	Raymond Dugan Velasco, MD, Inc.	Lease-as Landlord	4/30/2022	YES
422	Verity Health System of California, Inc.	Razaee, Mehrdad M.D.	Physicians-Consulting Services	4/30/2019	NO
423	Verity Health System of California, Inc.	Reid & Hellyer	Services-Legal	7/6/2017	NO
424	Verity Health System of California, Inc.	rL Solutions	Services-Software Maintenance and Support	5/18/2019	YES
425	Verity Health System of California, Inc.	Robert Half Legal	Administrative Services	8/10/2017	NO
426	Verity Health System of California, Inc.	Robert Half/Office Team	Service agreement	Open - 30 day notice	YES
427	Verity Health System of California, Inc.	Roche Diagnostics Corporation	Master Agreement	4/19/2023	NO

See last page of exhibit for relevant footnotes

Exhibit B: Executory Contracts and Unexpired Leases Designated for Assumption by Verity Holdings, LLC, et al. to be Assumed by Strategic Asset Management, Inc. (SAM) to be Assumed (System/Multi-Facility Contracts) (C)

(Corresponds to Exhibit A (Part 4) Attached to the Cure Notice Filed on March 5, 2019 - Doc# 1704)

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assume: Yes/No/Removed (D) (E)
428	Verity Health System of California, Inc.	Roche Diagnostics Corporation	Master Purchasing Agreement	9/14/2021	NO
429	Verity Health System of California, Inc.	Romanoff Consulting	Services-Consulting	6/30/2017	NO
430	Verity Health System of California, Inc.	Ropes & Gray	Service agreement		NO
431	Verity Health System of California, Inc.	Rosenberg and Pick	Services-Legal	Evergreen	NO
432	Verity Health System of California, Inc.	Rubin and Raine, a RMB Inc. company	Services-Cash Management	5/16/2019	
433	Verity Health System of California, Inc.	Rubin and Raine, a RMB Inc. company	Services-Collections	6/26/2019	YES
434	Verity Health System of California, Inc.	Rubin and Raine, a RMB Inc. company	Services-Consulting	Evergreen	
435	Verity Health System of California, Inc.	Salem & Green	Services-Legal	Evergreen	NO
436	Verity Health System of California, Inc.	San Mateo Health Commission dba Health Plan of San Mateo	Payor Agreement	4/1/2018	NO
438	Verity Health System of California, Inc.	SeaSpine Orthopedics Corporation (formerly Integra LifeSceiences)	Supplies-Spinal Hardware	3/31/2019	YES
439	Verity Health System of California, Inc.	Sedgwick CMS Company	Master Purchasing Agreement	12/31/2018	NO
440	Verity Health System of California, Inc.	Sedgwick CMS Company	Master Purchasing Agreement	Evergreen	
441	Verity Health System of California, Inc.	Seidman, Richard MD	Physicians-Consulting Services	Evergreen	NO
442	Verity Holdings, LLC	Seton Medical Center	Equipment-Lease/Rental	7/1/2019	
443	Verity Holdings, LLC	Seton Medical Center	Lease-as Tenant	11/29/2026	YES
444	Verity Holdings, LLC	Seton Medical Center	Lease-as Tenant	11/29/2026	
445	Verity Holdings, LLC	Seton Medical Center	Lease-as Tenant	3/31/2027	
446	Verity Health System of California, Inc.	Sharma, Pooja, M.D.	Physicians-Consulting Services	12/31/2018	NO
447	Verity Health System of California, Inc.	Shin, Tae M., M. D., Inc.	Physicians-Consulting Services	4/30/2019	NO
448	Verity Health System of California, Inc.	Siemens Healthcare Diagnostics, Inc	Standing Order	12/31/2019	NO
450	Verity Health System of California, Inc.	SimplifiedNetworks	Services-Telecommunications	9/11/2019	YES
451	Verity Health System of California, Inc.	Singer Associates, Inc.	Services-Legal	Evergreen	NO
452	Verity Health System of California, Inc.	Smith & Nephew	Supplies-Total Joints	9/30/2019	YES
453	Verity Health System of California, Inc.	Smith & Nephew, Inc.	Discount Pricing Agreement	1/1/2021	NO
454	Verity Health System of California, Inc.	SMSI Inc.	Services-Consulting	12/15/2018	NO
455	Verity Health System of California, Inc.	Sodexo CTM LLC	Master Agreement	10/3/2021	NO
456	Verity Health System of California, Inc.	Sodexo CTM LLC	Services-Consulting	7/21/2019	
457	Verity Health System of California, Inc.	Sonrai Group, LLC	Services-Consulting	Evergreen	YES
458	Verity Health System of California, Inc.	Sorin Group USA, Inc.	Master Purchasing Agreement	6/30/2019	YES
460	Verity Health System of California, Inc.	Spine Wave, Inc.	Master Purchasing Agreement	8/31/2019	YES
461	Verity Health System of California, Inc.	Spineology, Inc.	Master Purchasing Agreement	5/31/2019	YES
462	Verity Health System of California, Inc.	Squire Patton Boggs (US) LLP	Services-Legal	7/20/2017	NO
463	Verity Health System of California, Inc.	SSI (fka Provider Advantage / QuadraMed)	License-Software	1/1/2020	YES
464	Verity Holdings, LLC	St. Francis Medical Center	Equipment-Lease/Rental	7/1/2019	YES

Exhibit B: Executory Contracts and Unexpired Leases Designated for Assumption by Debtors and Debtors-in-Possession, Verity Management, LLC, to be Assumed (System/Multi-Facility Contracts) (C)

(Corresponds to Exhibit A (Part 4) Attached to the Cure Notice Filed on March 5, 2019 - Doc# 1704)

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assume: Yes/No/Removed (D) (E)
465	Verity Health System of California, Inc.	St. Jude Medical	Supplies-CRM	12/31/2017	YES
466	Verity Health System of California, Inc.	St. Jude Medical	Supplies-VCD	7/31/2016	
467	Verity Holdings, LLC	St. Vincent Medical Center	Equipment-Lease/Rental	7/1/2019	
468	Verity Holdings, LLC	St. Vincent Medical Center	Lease-as Tenant	11/29/2026	YES
469	Verity Holdings, LLC	St. Vincent Medical Center	Lease-as Tenant	11/29/2026	
470	Verity Health System of California, Inc.	Stanford Blood Center	Blood/Organ/Tissue	8/31/2015	NO
471	Verity Health System of California, Inc.	Stat Lab Medical Products, Inc.	Master Purchasing Agreement	1/31/2016	NO
472	Verity Holdings, LLC	Stefan, Michael R., M. D.	Lease-as Landlord	4/14/2022	YES
473	Verity Health System of California, Inc.	Stempler, Dennis MD	Physicians-Consulting Services	10/23/2065	NO
474	Verity Health System of California, Inc.	Stephanie Ruby	Services-Legal	Evergreen	NO
475	Verity Health System of California, Inc.	Steven Hirsch & Assoc.	Services-Consulting	12/31/2014	NO
476	Verity Health System of California, Inc.	Steven Hirsch & Associates	Services-Consulting	12/31/2014	NO
477	Verity Health System of California, Inc.	Stratus	Telecommunications	Evergreen	YES
478	Verity Health System of California, Inc.	Stryker Orthopaedics	Supplies-Total Joints	5/17/2019	YES
479	Verity Health System of California, Inc.	Studer Group, LLC	Services-Consulting	Evergreen	YES
480	Verity Health System of California, Inc.	Sunquest Information Systems, Inc. (fka Misys Hospital Systems, Inc.)	License-Software	6/30/2019	YES
481	Verity Health System of California, Inc.	Sunquest Information Systems, Inc. (fka Misys Hospital Systems, Inc.)	License-Software	6/30/2019	
482	Verity Health System of California, Inc.	Sunquest Information Systems, Inc. (fka Misys Hospital Systems, Inc.)	Services-Software Maintenance and Support	6/30/2019	
483	Verity Health System of California, Inc.	Sunquest Information Systems, Inc. (fka Misys Hospital Systems, Inc.)	License-Software	Evergreen	
484	Verity Health System of California, Inc.	Sunquest Information Systems, Inc. (fka Misys Hospital Systems, Inc.)	License-Software	6/30/2019	
485	Verity Health System of California, Inc.	Sunquest Information Systems, Inc. (fka Misys Hospital Systems, Inc.)	Services-Software Maintenance and Support	6/30/2019	
486	Verity Health System of California, Inc.	Surgical Care Affiliates, LLC	Confidentiality & Non-Disclosure	10/19/2019	NO
487	Verity Health System of California, Inc.	Surgical Information Systems (SIS)	License-Software	1/1/2065	YES
488	Verity Health System of California, Inc.	Symphony Performance Health, Inc. dba SPH Analytics	License-Software Subscription	3/8/2020	NO
489	Verity Health System of California, Inc.	Talyst, Inc. [LINK IS FOR CONTRACT #1001.6129E]	License-Software Subscription	9/22/2018	YES
490	Verity Health System of California, Inc.	TCG Builders dba The Core Group Master Agreement	Services-Construction	4/30/2018	NO
491	Verity Health System of California, Inc.	The Hays Group, Inc.s dba Hays Companies	Confidentiality & Non-Disclosure	Evergreen	NO
492	Verity Health System of California, Inc.	The Martin Venture Companies, LLC	Confidentiality & Non-Disclosure	1/24/2019	NO
493	Verity Health System of California, Inc.	The North Highland Company LLC	Services-Consulting	5/30/2020	NO
494	Verity Health System of California, Inc.	The Support Group, Inc.	Professional Services Agreement	9/14/2014	NO
495	Verity Health System of California, Inc.	Theradoc via Premier	Clinical Surveillance - Infection Prevention	8/31/2021	NO
496	Verity Health System of California, Inc.	Towers Watson (FKA Watson Wyatt)	Services-Consulting	3/31/2019	NO

Exhibit B: Executory Contracts and Unexpired Leases Designated by Strategic Global Asset Management, Inc. (SGM) to be Assumed (System/Multi-Facility Contracts) (C)

(Corresponds to Exhibit A (Part 4) Attached to the Cure Notice Filed on March 5, 2019 - Doc# 1704)

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assume: Yes/No/Removed (D) (E)
497	Verity Health System of California, Inc.	Toyon Associates, Inc.	Services-Consulting	4/10/2019	
498	Verity Health System of California, Inc.	Toyon Associates, Inc.	Services-Consulting	4/10/2019	
499	Verity Health System of California, Inc.	Toyon Associates, Inc.	Services-Consulting	Evergreen	
500	Verity Health System of California, Inc.	Toyon Associates, Inc.	Services-Consulting	Evergreen	YES
501	Verity Health System of California, Inc.	Toyon Associates, Inc.	Services-Consulting	4/10/2019	
502	Verity Health System of California, Inc.	Toyon Associates, Inc.	Services-Consulting	6/11/2019	
503	Verity Health System of California, Inc.	Toyon Associates, Inc.	Services-Consulting	Evergreen	
504	Verity Business Services	Tracelink	License-Software Subscription	3/3/2019	YES
505	Verity Health System of California, Inc.	TractManager, Inc.	License-Software Subscription	12/31/2019	YES
506	Verity Health System of California, Inc.	Tran Davis	Services-Consulting	2/28/2019	YES
507	Verity Health System of California, Inc.	Transamerica	Service agreement		YES
508	Verity Health System of California, Inc.	Transamerica (Verity Executive Long-Term Savings Plan 457(b)	Service agreement and subsequent amendments 1	Evergreen	
509	Verity Health System of California, Inc.	Transamerica (Verity Retirement Plan Account)	Service agreement and subsequent amendments 1	Evergreen	
510	Verity Health System of California, Inc.	Transamerica (Verity Supplemental Retirement Plan - 401A	Service agreement and subsequent amendments 1	Evergreen	YES
511	Verity Health System of California, Inc.	Transamerica (Verity Supplemental Retirement Plan - TSA)	Service agreement and subsequent amendments 1	Evergreen	
512	Verity Business Services	Triage Consulting Group	Services-Collections	Evergreen	YES
513	Verity Health System of California, Inc.	Triage Consulting Group	Letter of Agreement	Evergreen	
514	Verity Health System of California, Inc.	Trimedx, LLC	Master Agreement	2/28/2019	YES
515	Verity Health System of California, Inc.	Truven Health Analytics (an IBM company)	License-Software Subscription	12/31/2019	YES
516	Verity Health System of California, Inc.	TZ Medical, Inc.	Supplies-Defibs	2/28/2016	NO
517	Verity Health System of California, Inc.	United Parcel Service, Inc.	Freight Management Service Agreement	11/16/2019	YES
518	Verity Health System of California, Inc.	Universal Protection Services	Services-Security	2/28/2019	YES
519	Verity Health System of California, Inc.	Unum	Service agreement		
520	Verity Health System of California, Inc.	Unum	Service agreement		YES
521	Verity Health System of California, Inc.	Unum	Service agreement		
522	Verity Health System of California, Inc.	Unum	Service agreement		
523	Verity Health System of California, Inc.	Unum - Long term Care	Service agreement		NO
524	Verity Health System of California, Inc.	Unum - Verity Executives	Service agreement		NO
525	Verity Health System of California, Inc.	US Healthworks	Service agreement		YES
526	Verity Health System of California, Inc.	US Oncology, Inc.	Confidentiality & Non-Disclosure	5/14/2019	YES
527	Verity Holdings, LLC	Uy, Santos MD	Lease-as Landlord	11/30/2021	YES
528	Verity Health System of California, Inc.	van Hall Law Offices	Services-Legal	Evergreen	NO

Exhibit B: Executory Contracts and Unexpired Leases Designated by Strategic Asset Management, Inc. (SGM) to be Assumed (System/Multi-Facility Contracts) (C)

(Corresponds to Exhibit A (Part 4) Attached to the Cure Notice Filed on March 5, 2019 - Doc# 1704)

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assume: Yes/No/Removed (D) (E)
529	Verity Health System of California, Inc.	Vascular Associates of Northern Calif.	Supplies-Cath Lab	4/18/2017	NO
530	Verity Health System of California, Inc.	Vascular Solutions	Master Purchasing Agreement	3/31/2016	NO
531	Verity Business Services	Verge Solutions, LLC	Services-Consulting	9/30/2021	YES
532	Verity Health System of California, Inc.	Verge Solutions, LLC	License-Software	3/30/2021	
533	Verity Holdings, LLC	Verity BASM Holdco, LLC	Administrative Services	Evergreen	NO
534	Verity Health System of California, Inc.	Verity BASM Holdco, LLC	Partnership	Evergreen	
535	Verity Health System of California, Inc.	Verity Business Services	Business Associate Agreement	Evergreen	YES
536	Verity Health System of California, Inc.	Verity Holdings, LLC	Equipment-Lease/Rental	7/1/2019	YES
537	Verity Holdings, LLC	Verity Medical Foundation	Equipment-Lease/Rental	7/1/2019	NO
538	Verity Holdings, LLC	Verity Medical Foundation	Lease-as Tenant	7/31/2022	
539	Verity Health System of California, Inc.	Verizon Wireless	Services Agreement	Month to Month	YES
540	Verity Health System of California, Inc.	VHA-UHC Alliance NewCo, Inc.	Professional Services Agreement	12/31/2015	NO
541	Verity Health System of California, Inc.	Vitality Health Plan of California, Inc.	Network Services Agreement	12/31/2019	YES
542	Verity Health System of California, Inc.	Vivace Systems, LLC	Confidentiality & Non-Disclosure	3/7/2019	NO
543	Verity Health System of California, Inc.	Vizient, an MDS Company	Letter of Intent (LOI)	6/15/2017	NO
544	Verity Health System of California, Inc.	VMDoc, Inc.	Confidentiality & Non-Disclosure	2/19/2020	NO
545	Verity Health System of California, Inc.	Voicebrook, inc.	License-Software	Evergreen	YES
546	Verity Health System of California, Inc.	Voicebrook, inc.	Services-Hardware and Software Maintenance	4/24/2018	
547	Verity Health System of California, Inc.	Vox Network Solutions	Services-Telecommunications	1/31/2019	YES
548	Verity Health System of California, Inc.	VSP	Service agreement		YES
549	Verity Health System of California, Inc.	VSP - Vision	Service agreement		YES
550	Verity Business Services	W. L. Gore & Associates, Inc.	Designation Agreement	6/30/2019	NO
551	Verity Health System of California, Inc.	Websense	License-Software Subscription	12/18/2018	YES
552	Verity Health System of California, Inc.	Weis International Inc.	Services-Consulting	12/31/2015	NO
553	Verity Health System of California, Inc.	Weiss, Jamie MD	Services-Consulting	1/1/2019	NO
554	Verity Health System of California, Inc.	Wellingon Trust Company	Investment	Evergreen	NO
555	Verity Health System of California, Inc.	Wenzel Spine, Inc.	Master Purchasing Agreement	4/4/2020	YES
556	Verity Health System of California, Inc.	Wilshire Associates	Services-Consulting	5/31/2019	YES
557	Verity Health System of California, Inc.	Witt Kieffer	Professional Services Agreement	4/30/2016	NO
558	Verity Health System of California, Inc.	Witt Kieffer	Administrative Services	3/31/2017	
559	Verity Health System of California, Inc.	Wolters Kluwer Health fka Pharmacy OneSource, Inc.	Services-Software Maintenance and Support	12/31/2019	YES
560	Verity Health System of California, Inc.	Workday, Inc.	License-Software Subscription	10/30/2022	NO
561	Verity Holdings, LLC	Yamamoto, Kenneth MD	Lease-as Landlord	5/31/2019	YES
562	Verity Health System of California, Inc.	Yes	Administrative Services	7/31/2019	NO
563	Verity Health System of California, Inc.	Zayo Group, LLC	Master Agreement	12/26/2019	YES

Exhibit B: Executory Contracts and Unexpired Leases Designated by Strategic Global Asset Management, Inc. (SGM) to be Assumed (System/Multi-Facility Contracts) (C)

(Corresponds to Exhibit A (Part 4) Attached to the Cure Notice Filed on March 5, 2019 - Doc# 1704)

Ref #	Debtor (A)	Contract Counterparty (A)	Nature of Contact / Lease	Termination Date (B)	SGM Assume: Yes/No/Removed (D) (E)
564	Verity Health System of California, Inc.	Zeriva	Equipment-Warranty	8/31/2019	YES
565	Verity Health System of California, Inc.	Zimmer US, Inc.	Supplies-Total Joints	7/30/2020	YES
566	Verity Health System of California, Inc.	Zirmed, Inc.	Letter of Agreement	9/26/2018	NO
567	Verity Health System of California, Inc.	Zones	Business Associate Agreement	1/1/2060	YES
568	Verity Health System of California, Inc.	Zoom		11/17/2018	YES

Footnotes:

(A) Debtor designation is based on the Debtors' books and records. However, contract and lease counterparties should also review Exhibit A in conjunction with this Exhibit as certain contracts included herein may also be reflected as individual hospital contracts, particularly in the case of master purchase, master lease or master licensing agreements.

(B) Contract termination dates reflect current information in the Debtors' contract system, which may not capture auto-renewals, extensions or terminations since the Petition Date.

(C) The Debtor has used its best efforts to accurately reflect executory contracts and unexpired leases herein, but reserves the right to supplement and/or modify this Exhibit, including for any contracts which may not be deemed executory. The Buyer may add executory contracts and unexpired leases to the Designated Contracts List up to thirty (30) days prior to the closing of the Sale, and may remove designated contracts and unexpired leases from the Designated Contracts list up to seven (7) days before the sale closing.

(D) Removed - Denotes a contract or lease included in the Cure Notice filed on March 5, 2019 that was removed through the filing of the Cure Notice Supplements on March 22, 2019 and April 5, 2019, since such agreement already terminated, expired or is a duplicate.

(E) Assumption of System/Multi-Facility Contracts applicable only to the Verity Health System entities being acquired by SGM.

See last page of exhibit for relevant footnotes

18/18

Title 11, California Code of Regulations, § 999.5(d)(3)(A)

Exhibit 2

Physician BoD Member Contracts

PHYSICIAN BOD MEMBER	HOSPITAL	AGREEEMENT	TERM	EXHIBIT
ST FRANCIS MEDICAL CENTER				
Andy Moosa, MD	St. Francis Medical Center	Professional and Administrative Services Agreement for Neonatal Intensive Care Unit between St. Francis Medical Center and A.S. Moosa M.D., A Medical Corporation	4/29/2019 - 4/30/2020	2A
Harding Young, MD	St. Francis Medical Center	Amended and Restated Medical Director Agreement Skilled Nursing Facility (SNF) between St. Francis Medical Center and Harding G. Young, M.D., Inc.	8/1/2014 - 1/31/2020	2B
Harding Young, MD	St. Francis Medical Center	Medical Director Agreement for Bioethics Program between St. Francis Medical Center and Harding G. Young, M.D., Inc.	5/5/17 - 5/31/19	2C
ST VINCENT MEDICAL CENTER				
Randal P. Arase, MD	St. Vincent Medical Center	Medical Administrator and Call Coverage Agreement between St. Vincent Medical Center and Randal P. Arase, M.D.	1/1/2015 - 5/1/2020	2D
Randal P. Arase, MD	St. Vincent Medical Center	Office Lease - St. Vincent Professional Office Building - St Vincent Medical Center (Landlord) and Randal P. Arase, M.D. (Tenant) Suite 716	1/3/2005 - 2/29/2020	2E
SETON MEDICAL CENTER				
Colman Ryan, MD	Seton Medical Center	Medical Director Agreement Quality and Utilization Management between Seton Medical Center and Colman Ryan, M.D.	4/5/2018 - 3/31/2020	2F
Dale Kocienski, MD	Seton Medical Center	Seton Medical Office Building Lease by and between Seton Medical Center and Dale Kocienski, M.D.	6/1/2016 - 6/30/2019	2G
Kathy Shapiro, MD	Seton Medical Center	Seton Medical Office Building Lease by and between Seton Medical Center and Women's Health Group, A Medical Corporation, Katie Shapiro, M.D., Suite 312	6/30/2016 - 4/30/2020	2H
Robert Perez, MD	Seton Medical Center	Amended and Restated Call Coverage Agreement for General Surgery by and between Seton Medical Center and Robert Perez, M.D.	6/1/2014 - 5/31/2020	2I

2A

PROFESSIONAL AND ADMINISTRATIVE SERVICES AGREEMENT

FOR

NEONATAL INTENSIVE CARE UNIT

between

ST. FRANCIS MEDICAL CENTER

and

A.S. MOOSA, M.D., A MEDICAL CORPORATION

APRIL 29, 2019

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PROFESSIONAL AND ADMINISTRATIVE SERVICES AGREEMENT FOR NEONATAL INTENSIVE CARE UNIT BETWEEN ST. FRANCIS MEDICAL CENTER AND A.S. MOOSA, M.D., A MEDICAL CORPORATION

This Professional and Administrative Services Agreement ("**Agreement**") is entered into effective April 29, 2019 ("**Effective Date**") by and between St. Francis Medical Center, a California nonprofit public benefit corporation ("**Hospital**") and A.S. Moosa, M.D., A Medical Corporation, a California medical corporation ("**Contractor**"). Together, Hospital and Contractor are the "**Parties**," and each is a "**Party**."

RECITALS

A. Hospital is the owner and operator of a general acute care hospital located at 3630 East Imperial Highway, Lynwood, California 90262 in which there is located a Neonatal Intensive Care Unit ("**Department**"). Hospital is affiliated with the Verity Health System of California, Inc. ("**Verity**").

B. Department consists of facilities and equipment owned by Hospital and staffed by Hospital employees.

C. Contractor employs or contracts with physician(s) who are duly qualified and licensed to practice medicine in the State of California ("**Physicians**" or a "**Physician**"), who are experienced and qualified in the specialized field of Neonatal and Pediatric Ophthalmology ("**Professional Services**") and who are members of Hospital's Medical Staff ("**Medical Staff**").

D. Hospital desires to engage Contractor to provide Professional Services, and Contractor is willing to provide Professional Services upon the terms and conditions set forth in this Agreement. Hospital also desires to retain Contractor and designate Physician to provide certain administrative services in the development and operation of the Department, and has determined that this proposed arrangement with Contractor will enhance the Department's and the Hospital's organization, procedures, standardization, economic efficiency, and professional proficiency, and provide other benefits to enhance coordination and cooperation among the Department's providers and patients.

In consideration of the mutual covenants and promises set forth in this Agreement and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hospital and Contractor agree as follows:

AGREEMENT

1. CONTRACTOR AND PHYSICIAN OBLIGATIONS.

1.1. Medical Director of Department. Contractor shall provide Amod S. Moosa, M.D. to act as Medical Director ("**Medical Director**") of the Department in accordance with the

terms of this Agreement, the Medical Staff Bylaws and Rules and Regulations (collectively, "**Medical Staff Bylaws**"), and the Hospital's Bylaws, Rules and Regulations and policies and procedures. Contractor shall obtain the written consent of Hospital in advance of replacing Medical Director. Medical Director shall also be subject to all of the terms and conditions under this Agreement for a Physician, except as otherwise provided herein.

1.1.1. Administrative Duties. Contractor shall cause Medical Director to perform the administrative duties and responsibilities ("**Administrative Services**") as set forth in the Administrative Services section of the "Description of Services," attached hereto as Exhibit A, under the direction of Hospital President and CEO or his/her designee. Contractor acknowledges and shall cause Medical Director to acknowledge that the Medical Executive Committee may monitor and review his/her performance as Medical Director, and that the results of any such reviews may be transmitted to Contractor, Medical Director and Hospital administration.

1.1.2. Administrative Hours. Contractor shall cause Medical Director to devote as much time as is necessary in performing the Administrative Services to provide for the effective management of the Department, for a maximum of thirty six(36) hours per month. Contractor shall cause Medical Director to coordinate his/her work schedule with Hospital to ensure the effective operation of the Department.

1.1.3. Assistant Medical Director. Subject to the prior written approval of Hospital, Contractor may appoint, at Contractor's sole expense, an Assistant Medical Director to perform the duties of Medical Director only in the event of Medical Director's absence. Contractor shall ensure that the Assistant Medical Director meets all of the same qualifications as the Medical Director and shall cause the Assistant Medical Director to comply with all the requirements of this Agreement.

1.1.4. Medical Director Efforts. To ensure the effective operation of the Department, the Parties recognize the need for Contractor, and in particular Medical Director, to devote significant energies and effort to Department activities. Therefore, during the term of this Agreement, Contractor shall cause Medical Director to refrain from providing medical direction to any other NICU/Pediatrics facility or establishing, performing any management or administrative services for, consulting with, investing in, or otherwise assisting in the management, administrative or operational functions of any other NICU/Pediatrics facility department, without the prior written consent of Hospital, which may be withheld Hospital's sole discretion. Notwithstanding the foregoing, Hospital understands and acknowledges that Contractor and Medical Director are engaged in the private practice of medicine, and this Agreement shall not, in any way, limit Contractor's or Medical Director's private practice of medicine.

1.1.5. Replacement. Contractor shall timely replace the Medical Director pursuant to the requirements of this Section 1.1 (a) in the event that the Medical Director dies or becomes unable to provide services for a period in excess of thirty (30) consecutive days, or thirty (30) days in the aggregate over any three (3) month period; (b) upon notice of the Hospital's final decision to withdraw its approval for Medical Director as set forth in Section 1.6;

or (c) upon Medical Director's failure to meet the established written criteria for Medical Staff membership and clinical privileges as set forth in Section 1.7.2.

1.2. Professional Services. Contractor shall provide or arrange for the provision of all Professional Services required for patient care in and the operation of the Department, as determined by Hospital and its Medical Staff. The Professional Services section of the "Description of Services," attached hereto as Exhibit A describes the scope of such Professional Services to be rendered hereunder. Contractor shall ensure that all Professional Services are performed only by or under the supervision of a competent Physician who satisfies all of the requirements set forth herein. Contractor agrees to provide all Physicians necessary for patient care and Department operation consistent with community standards of medical practice and with hospital policies and procedures. Contractor shall have the exclusive right to provide Professional Services to Hospital patients, subject to any applicable provisions of state or federal law or regulation prohibiting such exclusivity. In the event that such exclusivity is entirely prohibited, this Agreement shall terminate.

1.3. Pediatric Ophthalmology Call Coverage Services. Contractor shall cause Physician(s) listed in the Pediatric Ophthalmology Physicians section of the "List of Physicians Approved to Provide Professional Services," attached hereto as Exhibit B, to provide call coverage services for pediatric ophthalmology, as set forth in Exhibit A, regardless of patients' insurance status or ability to pay. When scheduled to provide call coverage services, Contractor shall ensure that Physician(s) are available to provide pediatric ophthalmology Professional Services in the Facility within thirty (30) minutes of receiving a telephone or page from the Facility.

1.4. Qualifications of Physician(s). Contractor shall ensure that each Physician (including Medical Director), at all times during the term of this Agreement, (a) is duly licensed as a physician under California law, (b) is Board Certified (or, with the approval of the Hospital's President and CEO, or his/her designee, Board Eligible) in Pediatrics and Neonatal Perinatal Medicine, (c) is a member in good standing of Hospital's Medical Staff, (d) holds all clinical privileges on Hospital's Medical Staff appropriate to the provision of Professional Services or Administrative Services hereunder, (e) is a participating provider in the Medicare and Medicaid/Medi-Cal programs (Titles XVIII and XIX of the Social Security Act, respectively), (f) is or agrees to apply for participating physician status in any insurance coverage arrangement or managed care plan in which Hospital participates and that is reasonably available to the Physician, either through Contractor or individually, (g) maintains an unrestricted federal Drug Enforcement Administration ("**DEA**") registration number, (h) is employed by or under contractual arrangement with Contractor, and (i) maintains insurance coverage as set forth in Section 5 of this Agreement. Contractor shall provide documentation of compliance with all provisions of this Section to Hospital upon request.

Contractor represents and warrants to Hospital that, with respect to persons providing Professional Services or Administrative Services at Hospital under this Agreement, (a) no Physician's license to practice medicine in any state has ever been suspended, revoked or restricted; (b) neither Contractor nor any Physician has ever been reprimanded, sanctioned or disciplined by any licensing board or state or local medical society or specialty board; (c) no

Physician has ever been denied membership or reappointment of membership on the medical staff of any hospital and no hospital medical staff membership or clinical privileges of any Physician have ever been suspended, curtailed or revoked for a medical disciplinary cause or reason; (d) neither Contractor nor any of its officers, directors, employees, contractors, or agents has ever been excluded from participation in any local, state or federal health care program; (e) neither Contractor nor any Physician has ever been reprimanded, sanctioned or disciplined by the DEA, been denied a DEA registration number or had a DEA registration number restricted; (f) neither Contractor nor any Physician has been denied insurance coverage as set forth in Section 5 of this Agreement or had such insurance coverage restricted; and (g) Contractor is authorized to contract on behalf of each Physician for the provision of services.

1.5. Approval of Physicians. Contractor shall engage, at its sole expense and subject to the terms of this Agreement, that number of Physicians necessary to satisfy the terms of this Agreement, but in any event, no less than one (1) Physician. Hospital shall have the right to approve or disapprove, in advance, those Physician(s) providing Professional Services and Administrative Services, and Contractor shall provide Hospital with the name(s) and qualifications of such Physician(s) no less than fourteen (14) days prior to the day that Contractor intends the Physician(s) to commence provision of Professional Services or Administrative Services hereunder. Those Physicians approved by Hospital to provide Professional Services hereunder are listed in Exhibit B attached hereto. In the event Hospital disapproves a Physician, Contractor shall provide an alternate Physician Professional acceptable to Hospital.

1.6. Withdrawal of Hospital Approval.

1.6.1. Hospital may withdraw its approval for any Physician to provide Professional Services, or for the Medical Director to provide Administrative Services, due to the Hospital's dissatisfaction, arrived at in good faith and continuing after (a) giving written notice to the Contractor of the reason for dissatisfaction and (b) having a meeting between the Hospital's representative, the Contractor and the subject Physicians or Medical Director. The Hospital's reasons for dissatisfaction may (without limitation) be based on any one or more of the following events:

1.6.1.1. Any aspect of the performance by that Physician or Medical Director hereunder endangers patient safety, is below the standards and expectations of the Hospital as set forth in the Medical Staff Bylaws or otherwise, or may subject Hospital to ill repute.

1.6.1.2. The Physician or Medical Director fails to maintain compliance with all of the qualifications, covenants, provisions, representations and warranties set forth in Sections 1.4, 1.6, 5, 6, 7, 8 and 9.

1.6.1.3. The Physician or Medical Director is convicted of a crime punishable as a felony or involving moral turpitude.

1.6.2. After the meeting between the Hospital's representative, the Contractor and the subject Physician or Medical Director, the Hospital shall give the Contractor written

notice of its final decision to withdraw, or not, its approval for the Physician or Medical Director. As an alternative to withdrawing its approval of the individual to serve under this Agreement, the Hospital may condition its continuing approval in any reasonable terms. Upon notice of the Hospital's final decision to withdraw its approval for the Physician or Medical Director, Contractor shall (a) remove immediately that Physician or Medical Director from Hospital premises and ensure that such Physician or Medical Director provides no further Professional Services or Administrative Services under this Agreement, (b) cause the remaining Physicians who are approved to provide Professional Services or Administrative Services under this Agreement to provide the same level of Professional Services or Administrative Services that were being provided to the Hospital prior to the removal of the Physician or Medical Director, and (c) if necessary, use good faith efforts to supply a replacement Physician or Medical Director acceptable to the Hospital.

1.6.3. In the event that Hospital withdraws its approval for any Physician to provide Professional Services, or for the Medical Director to provide Administrative Services, as provided for herein, the Physician or Medical Director shall not be entitled to the due process provisions of the Hospital's Medical Staff Bylaws.

1.6.4. Withdrawal of Hospital approval for any Physician to provide Professional Services, or for the Medical Director to provide Administrative Services, shall not terminate this Agreement or modify or terminate any continuing obligation under this Agreement of the Physician or Medical Director who is no longer approved by the Hospital to provide Professional Services or Administrative Services, including, but not limited to, those obligations set forth in Sections 1.15, 6.2, 7 and 8.

1.7. Medical Staff Privileges.

1.7.1. Staff Membership and Clinical Privileges. Each Physician providing Professional Services or Administrative Services under this Agreement is required to become and remain a member in good standing of the Medical Staff of Hospital, and shall be subject to all of the attendant clinical privileges, responsibilities and conditions associated with Medical Staff membership. Hospital shall promptly and in good faith process requests for temporary and permanent staff membership and clinical privileges required for Physicians to perform Contractor's obligations under this Agreement.

1.7.2. Suspension of Staff Membership and Privileges. In the event a particular Physician does not meet or fails to continue to meet the established written criteria for Medical Staff membership and clinical privileges, Hospital shall promptly advise Contractor in writing and Contractor shall immediately terminate the particular Physician's provision of Professional Services or Medical Director's provision of Administrative Services under this Agreement and shall immediately supply a replacement Physician or Medical Director acceptable to Hospital.

1.8. Failure to Provide Services. In the event Contractor fails to provide any of the services required hereunder, Hospital, in its sole discretion, may contract with another provider

to render services. Any costs incurred by Hospital in connection with the retention of services from another provider, as described herein, shall be paid by Contractor.

1.9. Hospital Rules and Operation. Contractor shall and shall cause each Physician to comply with (a) all applicable terms of this Agreement, (b) all policies, bylaws, rules and regulations of Hospital and the Hospital's Medical Staff applicable to the Physician o and the Department, and (c) all applicable standards and recommendations of The Joint Commission, the American Medical Association, and the American Academy of Pediatrics.

1.10. Quality Programs; Performance Standards.

1.10.1. Contractor shall and shall cause each Physician to (a) participate in Hospital's quality improvement, utilization review and risk management programs and serve on such quality improvement, utilization review and risk management committees as may be requested by Hospital from time to time; (b) participate in on-going quality improvement monitoring activities, such as audits; (c) participate in risk management activities designed to identify, evaluate and reduce risk of patient injury associated with care; and (d) assist utilization review in setting, monitoring and achieving length of stay and ancillary utilization goals.

1.10.2. As part of its quality improvement, utilization review and risk management programs, Hospital has developed certain criteria and procedures ("**Performance Standards**") to monitor the provision of services under this Agreement and ensure the quality and efficiency of medical care in the Department. Contractor shall cause Physician to abide by the Performance Standards set forth in the Performance Standards section of the "Description of Services" attached hereto as Exhibit A.

1.11. Complaints. Contractor and Hospital shall cooperate in good faith to investigate any complaints made by Hospital or Hospital patients concerning any Physician and to resolve the complaint in a reasonable time with appropriate action. Contractor shall notify Hospital immediately of any complaints concerning any Physician.

1.12. Exclusion. Contractor shall conduct screenings of its officers, directors, shareholders, associates, employees, contractors or other agents (collectively, the "**Contractor Personnel**") who furnish, order or prescribe items or services reimbursable under any federal health program to or for patients of Hospital under this Agreement against the List of Excluded Individuals/Entities maintained by the Office of Inspector General ("**OIG**") of the Department of Health and Human Services, the System for Awards Management ("**SAM**"; formerly the Excluded Parties List System) and any successor list maintained by the U.S. General Services Administration, and the Medi-Cal Suspended and Ineligible Provider List maintained by the California Department of Health Care Services prior to hire and once a year thereafter. Contractor will immediately notify Hospital in the event Contractor or one of Contractor Personnel is excluded from participation in a federal health care program. Contractor will indemnify Hospital for any claims, judgments, overpayments or expenses arising from such exclusion.

1.13. Use of Premises. Contractor shall and shall cause Physician(s) to use the Department premises solely for the provision of services specified in this Agreement. No part of

the premises of Hospital shall be used at any time by Contractor, any Physician, or any Allied Health Professional as an office for the general practice of medicine.

1.14. Notice of Events. Contractor shall immediately notify Hospital of and describe the particulars of (a) any failure to satisfy the terms of any representation or warranty made in Section 1.4 (Qualifications of Physicians), (b) any incident report filed or any malpractice claim or professional disciplinary action asserted or initiated against any Physician; (c) any modification in or termination of Contractor's employment of or agreement with a Physician during the term of this Agreement, and (d) any pending change in corporate identity, form or name of Contractor that necessitates a filing with or application for a permit from the Medical Board of California or the Secretary of State of the State of California or another state. Contractor shall provide the notice required pursuant to this Section 1.14(d) no later than forty-five (45) days prior to the effective date of the change in corporate identity, form or name, and shall take all such actions and provide all such information requested by Hospital in order to amend and assign this Agreement, as necessary, to reflect Contractor's new corporate identity, form or name.

1.15. Litigation Consultation.

1.15.1. Assistance in Litigation. Contractor shall ensure that its Physician(s) are available to Hospital to testify as witnesses, at no fee, or as expert witnesses, in which case a reasonable and customary fee may be charged, in the event litigation is brought against Hospital, its directors, officers, agents or employees based upon a claim of negligence, malpractice or any other cause of action, except where Contractor or a Physician is named an adverse party to Hospital in the proceeding.

1.15.2. Expert Witness Consultant. Contractor shall ensure that its Physician(s) shall not accept consulting assignments or otherwise contract, agree or enter into an engagement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim asserting negligence, malpractice or professional liability on the part of Hospital or any hospital or health care facility that is a division or other subordinate organization of Verity, or in which any division or subordinate organization of Verity is named, or is expected to be named, as a defendant. It is further agreed that Contractor shall and shall cause Physician(s) to refrain from accepting similar consulting assignments if the defendant(s) or anticipated defendant(s) include medical staff, officers or members of the Medical Staff Executive Committee of any Verity hospital, and the claim relates to an occurrence at any Verity hospital; provided, however, the provisions of this paragraph shall not apply to situations in which a Physician served as attending physician.

1.16. Limitations on Authority of Contractor. Contractor shall not and shall cause Physician(s) not to (a) incur any financial obligation on behalf of the Hospital, (b) obligate or commit any assets of Hospital for the purchase, acquisition or pilot trial of equipment, supplies or personnel, (c) enter into any contract on behalf of Hospital for the purchase, rental or other acquisition of equipment, supplies or personnel, (d) make, nor allow any other individual to make, any additions, alterations, improvements or repairs to any space, facilities or equipment

furnished by Hospital, and/or (e) remove any equipment or supplies furnished by Hospital, each without the express prior written authorization of Hospital.

1.17. Hospital Employees. During the term of this Agreement and for one (1) year after its termination, Contractor (a) shall not hire or contract with (directly or indirectly), seek to hire or contract with, or assist in hiring or contracting with any employee, agent or independent contractor of Hospital and (b) shall not induce, seek to induce, or take action which results in the termination of employment or other arrangement between Hospital and such employee, agent or independent contractor or otherwise interferes with such employment or contractual arrangement.

1.18. Other Agreements. Contractor shall timely and fully perform all of its monetary and non-monetary obligations to Hospital or its affiliate under any medical office building lease and any other written contracts between or among such parties.

2. HOSPITAL OBLIGATIONS

2.1. Licensure and Accreditation. Hospital shall provide, as further specified below, the space, equipment, supplies, resources, and non-physician personnel necessary for Hospital to maintain Department licensed by the California Department of Public Health and accredited by The Joint Commission.

2.2. Responsibility under Title 22. In compliance with Section 70713 of Title 22 of the California Code of Regulations, Hospital shall retain professional and administrative responsibility for services rendered pursuant to this Agreement.

2.3. Administrative Director. Hospital shall provide an Administrative Director of the Department ("**Administrative Director**") who shall be responsible and accountable to Hospital for administrative and technical functions, including supervision, selection, assignment and evaluation of Hospital personnel; maintenance of equipment; development of an annual budget; and acquisition of materials, supplies and equipment. In the event of any dispute between the Medical Director and the Administrative Director regarding their respective administrative responsibilities, such dispute shall be submitted to the Hospital's President and CEO, or his/her designee, whose decision shall be final and binding upon the Parties.

2.4. Space. Hospital shall furnish for the use of Contractor the area now occupied by the Department or such alternative space as is reasonably necessary, in Hospital's sole discretion, following consultation with the Contractor, for the proper operation of the Department.

2.5. Equipment. Hospital shall furnish, at its expense, such medical and office equipment as are reasonably necessary, in the sole discretion of Hospital following consultation with Contractor, for the proper operation of the Department. Hospital shall consult Contractor regarding proposals for the purchase of new equipment. Hospital shall, at its expense, keep and maintain all equipment in good order and repair.

2.6. Supplies. Hospital shall, following consultation with Contractor, purchase such supplies as may be reasonably necessary, in the sole discretion of Hospital, for the proper operation of the Department.

2.7. Usual Purchasing Practices. The furnishing of the aforementioned equipment and supplies shall be subject to (a) the usual purchasing practices of Hospital in accordance with its budget requirements and (b) obtaining all necessary government approvals, if any. Contractor shall endeavor to submit, for the purpose of budget planning, all requests for equipment and supplies purchases desired during a forthcoming fiscal year at least one hundred and eighty (180) days prior to the beginning of the fiscal year.

2.8. Hospital Services. Hospital shall, at its expense, furnish the Department with such ordinary janitorial and in-house mail service, telephone, laundry, gas, water, heat and electricity as may, in the Hospital's sole discretion, be required for the proper operation of the Department. Hospital shall also provide services of such other Hospital departments, including but not limited to, nursing, administrative, accounting, engineering, purchasing and medical records, as are, in the Hospital's sole discretion, required for the proper operation of the Department.

2.9. Hospital Personnel. Hospital shall provide the services of nurses, technicians, secretaries, clerical and all other non-physician personnel required for the proper and efficient operation of the Department. Such personnel shall be employed and directed by Hospital. All salaries, wages, taxes, insurance, workers' compensation insurance, retirement and other fringe benefits, and expenses of any kind incident to their employment shall be and remain the responsibility and obligation of Hospital. Such personnel shall be subject to Contractor's medical supervision only with respect to clinical matters and related training.

3. BILLING AND COMPENSATION

3.1. Administrative Services. Contractor shall, on a monthly basis on or before the fifth (5th) day of each calendar month during the term of this Agreement, submit a written invoice to Hospital in the form attached hereto as Exhibit C, or as otherwise required by Hospital, detailing to Hospital's satisfaction the Administrative Services provided by Contractor in accordance with Section 1.1 during the immediately preceding calendar month. In completing the monthly invoice set forth in Exhibit C, or as otherwise required by Hospital, Contractor shall describe the specific Administrative Services activities performed, specify the date(s) on which those activities occurred, and, for each date, record the number of hours spent. Hospital will not accept invoices submitted more than sixty (60) days after the end of the calendar month for which payment for Administrative Services is sought.

In consideration of the Administrative Services provided by or on behalf of Contractor to Hospital under Section 1.1, and expressly conditioned upon Contractor's timely submission to Hospital of the monthly invoice required pursuant to this Section, Hospital shall pay to Contractor and Contractor shall accept as payment in full for the Administrative Services rendered hereunder the sum of One Hundred Seventy Five Dollars ($175) per hour, not to exceed Six Thousand Two Hundred Fifty Dollars ($6,250) per month or Seventy Five Thousand Dollars

($75,000) per year, on or before the twentieth (20th) of each month for the preceding month's service.

Payment shall be made in the name of Contractor. To ensure that compensation is reported as paid to the proper party, attached hereto as Exhibit D is a completed and executed copy of IRS Form W-9 which identifies the taxpayer identification number for Contractor.

3.2. Conditions for Payment.

3.2.1. Payment of the compensation provided herein is conditioned upon Contractor and Physician (a) timely and fully performing all of the duties and obligations set forth in Section 1 (Contractor and Physician Obligations) above and (b) maintaining such records and supporting documents as may, from time to time, be required to comply with the requirements of governmental agencies and third party payors, including: preparing complete and accurate time records which document separately all time spent providing professional, administrative and teaching services hereunder, in a form acceptable to Hospital; pursuant to 42 CFR section 415.60 and in order to comply with Medicare requirements, executing and updating at such times and on such forms as requested by Hospital, a written allocation statement specifying the respective amounts of time to be spent in furnishing professional or administrative services to provider, and services which do not fall into either category; and completing or assuring the prompt completion of all patient charts and other written records necessary to be maintained with respect to the Department, including all Administrative Services provided under this Agreement.

3.2.2. Hospital will not make any payment to Contractor for any Administrative Services rendered prior to the later of the Effective Date or the date of execution of the Agreement by both Parties.

3.3. Professional Services.

3.3.1. Fee Schedule for Professional Services. Contractor's fees for Professional Services rendered are set forth on Exhibit E, attached hereto. Contractor shall at all times bill in accordance with such schedule. Contractor has the right at any time to modify the fees and charges set forth on such schedule; provided that, any such modification shall not become effective until the expiration of thirty (30) calendar days after Contractor gives Hospital written notice setting forth such modifications. Notwithstanding the foregoing, the amount to be charged to patients for the professional component of Department services shall at all times be in accordance with the prevailing charges for similar services within Hospital's service area.

3.3.2. Billing and Collection. Contractor shall separately from Hospital bill and collect its fees and charges from patients and/or responsible payors for Professional Services rendered in the Department pursuant to this Agreement. Such collections shall be made under Contractor's federal tax identification number and provider number(s) and shall be carried out in accordance with all applicable contractual requirements, laws and regulations. Responsibility for billing and collection of professional fees and charges shall reside solely with Contractor and/or Contractor's billing agent. Contractor assumes responsibility for all bad debts, third party payor discounts, and billing and collection expenses related to professional fees and charges. Hospital

shall make no payment to Contractor for Professional Services rendered hereunder and shall not bill for, guarantee the collectibility of, or have any claim or interest in or to the amounts billed by Contractor; however, Hospital shall, to the best of its ability, cooperate in providing the appropriate forms and information to Contractor and/or Contractor's billing agent to facilitate an efficient and effective billing and collection process.

3.3.3. Medicare and Medi-Cal. Contractor shall accept as payment in full for Professional Services covered by Medicare and Medi-Cal (a) the applicable Medicare payment under Medicare assignment and/or the applicable Medi-Cal payment under Medi-Cal assignment plus (b) the applicable coinsurance, copayment or deductible amounts.

3.3.4. Hospital Charges. Hospital shall, from time to time, establish a schedule of charges for the technical and non-professional elements of each unit of service rendered to patients in the Department. Billing and collection thereof shall be the responsibility of Hospital.

3.4. Payment for Pediatric Ophthalmology Call Coverage. In consideration of the time spent providing pediatric ophthalmology call coverage by Contractor in accordance with Section 1.3, and expressly conditioned upon Contractor's timely submission to Hospital of the monthly certification statement required pursuant to this Section 3.4.1, Hospital shall pay to Contractor and Contractor shall accept such payments as full compensation from Hospital for the coverage hereunder the rate of One Thousand Two Hundred Dollars ($1,200) per month on or before the twentieth (20th) day of each month for the preceding month's service.

3.4.1. Contractor shall, on a monthly basis on or before the fifth (5th) day of each calendar month during the term of this Agreement, submit a written certification to Hospital in the form attached hereto as Exhibit F detailing to Hospital's satisfaction the Pediatric Ophthalmology Call Coverage arranged for and provided by Contractor in accordance with Section 1.3, during the immediately preceding calendar month. Hospital will not accept certifications submitted more than sixty (60) days after the end of the calendar month for which payment for Call Coverage is sought.

3.5. Third Party Payor Arrangements. Contractor shall and shall cause each Physician to cooperate in all reasonable respects necessary to facilitate Hospital's entry into or maintenance of any third party payor arrangements. Third party payor arrangements are defined as arrangements for the provision of services under Medicare, Medi-Cal, or other public or private health, hospital care and/or managed care programs. Contractor shall, upon Hospital's request, (a) make best efforts to enroll as a provider and to enroll each Physician, as necessary, (separate from Hospital) with respect to Contractor's Professional Services provided pursuant to this Agreement in any third party payor arrangement, and (b) enter into an express contractual agreement with said third party payor, or any intermediate organization including any independent practice association, if required for said enrollment, which enrollment and agreement shall be consummated within thirty (30) days after Hospital's request.

Both Contractor and Hospital shall make reasonable efforts to agree upon any amendments to this Agreement, in accordance with Section 12.10, that are necessary as the result of third party payor arrangements described in this Section. If the Parties cannot reach agreement on such modifications within sixty (60) days after written notification of such need for modification, either Party may terminate this Agreement upon thirty (30) days' additional written notice.

3.6. Changes in Rules and Regulations. The Parties understand that they may be required to alter their billing arrangements in order to comply with changing legal requirements or to avoid economically impracticable reimbursement disallowances. The Parties therefore agree, upon written request of either Party, to negotiate in good faith in order to modify this Agreement to comply with such legal requirements or to avoid such disallowances. If the Parties cannot reach agreement on such modifications within sixty (60) days after the initial written request, either Party may terminate this Agreement upon thirty (30) days' additional written notice.

4. INDEPENDENT CONTRACTOR

4.1. Independent Contractor. In the performance of the duties and obligations of Contractor hereunder, it is mutually understood and agreed that Contractor, including all Contractor Personnel (as defined in Section 12.2), is at all times acting and performing as an independent contractor, and nothing in this Agreement is intended nor shall be construed to create between (a) Hospital and (b) Contractor or Contractor Personnel an employer/employee, joint venture, agency, lease or landlord/tenant relationship. The standards of medical practice and professional duties of Contractor and each Physician shall be determined by the Medical Staff and prevailing professional standards. In furtherance of the independent status of the Parties, Contractor shall not, and shall cause all Contractor Personnel not, to hold itself/themselves out as an officers, agents or employees of Hospital, and shall take all reasonable steps to disavow such status or relationship in every instance where a reasonable person might assume that such a relationship exists between the Parties. Contractor shall reimburse or otherwise indemnify Hospital for all costs incurred, if Contractor or any Contractor Personnel is held to be an employee or agent of Hospital for any purpose.

4.2. Governmental Challenge. In the event any governmental entity, including without limitation, the Internal Revenue Service, should question or challenge the independent contractor status of Contractor or Contractor Personnel with respect to Hospital and the services rendered hereunder, the Parties hereto mutually agree that both Contractor and Hospital shall have the right to participate in any discussion or negotiation occurring with such governmental entity, regardless of who initiated such discussions or negotiations. In the event the governmental entity concludes that an independent contractor relationship does not exist, Hospital may terminate this Agreement immediately upon written notice to Contractor.

4.3. Tax and Benefits. Contractor and Contractor Personnel shall look only to Contractor for setting and administering the terms and conditions of their employment or contract. None of Contractor or Contractor Personnel shall have a claim against Hospital under this Agreement or otherwise for social security benefits, workers' compensation benefits,

vacation pay, sick leave, retirement benefits, disability or unemployment benefits, or employee benefits of any kind. Hospital shall not withhold on behalf of Contractor or Contractor Personnel any sums for income tax, unemployment insurance, social security or any other purposes, and all such withholdings or obligations shall be the sole responsibility of Contractor. Contractor shall indemnify, defend and hold harmless Hospital from any and all loss or liability, if any, arising under this Section 4.3.

5. INSURANCE AND INDEMNIFICATION

5.1. Contractor Insurance.

5.1.1. Coverage Requirements. Contractor, at its sole cost and expense, shall procure and maintain in force throughout the entire term of this Agreement continuous coverage (as defined in Section 5.1.2 below) of policies of professional liability and general liability insurance. Without limitation, the insurance policies shall (a) in the case of the professional liability insurance policy, provide coverage for covered medical incidents, including negligent acts or omissions of Contractor and Contractor Personnel (as defined in Section 12.2) in the performance of professional health care or medical services during its term, (b) in the case of the general liability insurance policy, provide coverage for bodily injury and property damage resulting from negligent acts or omissions of Contractor and Contractor Personnel, (c) name Contractor and Contractor Personnel as named insureds, (d) be issued by an insurance company licensed or otherwise qualified to issue professional liability and general liability insurance policies or coverage in the State of California and rated A- or better by A.M. Best Rating Agency or be issued by an adequately funded and secured self-insurance trust, and (e) provide for minimum coverage limits consistent with the requirements of the Hospital's Medical Staff Bylaws, but in no event less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the annual aggregate, and such limits shall apply separately for Contractor, for each Physician and for each other Contractor Personnel.

5.1.2. Continuous Coverage. For purposes of this Agreement, the term "**continuous coverage**" means the maintenance of professional liability and general liability insurance during the period commencing as of the Effective Date, continuing during the entire term of this Agreement (including any extensions or renewals hereof) and, if claims-made form of coverage, expiring not less than five (5) years following the expiration or earlier termination of this Agreement (the "**Insurance Period**"). To satisfy the requirement of continuous coverage, if for any reason during the Insurance Period any insurance policy maintained by Contractor pursuant to this Section 5.1 terminates, expires, is cancelled or is not renewed, or if there is a reduction or other change in the amount or scope of any coverage under the policy (whether by action of the insurance company, Contractor, or Contractor Personnel), Contractor shall (a) cause a replacement insurance policy meeting the requirements of this Section 5.1 to be in effect as of the effective date of the termination, expiration, non-renewal, cancellation, reduction, or other change of the prior insurance policy, and (b) purchase either extended reporting coverage (i.e., "tail" coverage) or prior acts coverage (i.e., "nose" coverage). "Tail" coverage must provide for a discovery/reporting period that would extend at least through the end of the Insurance Period, and "nose" coverage must provide coverage at least as of the start of the Insurance Period.

5.1.3. Certificate of Insurance. Contractor shall provide Hospital with certificates of insurance evidencing the insurance policies required by this Section 5.1. Copies of such certificates are attached hereto in Exhibit F. Such insurance policy or policies shall also provide for not less than thirty (30) days' prior notice to Hospital of any termination, expiration, non-renewal, cancellation, reduction, or other change in the amount or scope of any coverage required under this Section 5.1. Contractor shall give Hospital not less than sixty (60) days' prior written notice of its intent to cancel such insurance, and agrees promptly to notify Hospital of any other termination, expiration, non-renewal, cancellation, reduction, or other change in the amount or scope of any coverage under the policy, but in no event later than ten (10) days following Contractor's, a Physician's or Contractor Personnel's receipt of notification of such action. In the event Contractor fails to procure, maintain or pay for the insurance required under this Section 5.1, Hospital shall have the right, but not the obligation, to obtain such insurance. In that event, Contractor shall reimburse Hospital for the cost thereof, and failure to repay the same upon demand by Hospital shall constitute breach of a material provision of this Agreement.

5.2. Indemnification.

5.2.1. Contractor. Contractor shall defend, indemnify and hold harmless Hospital, its members, directors, officers, employees, and agents from all claims, damages, costs, and expenses (including reasonable attorneys' fees) due to negligence or willful acts or omissions of Contractor (including its directors, officers, employees, agents, Physician(s) and any other Contractor Personnel as defined in Section 12.2) arising out of, or in connection with, the performance of this Agreement.

5.2.2. Hospital. Hospital shall defend, indemnify and hold harmless Contractor, its members, directors, officers, employees and agents from all claims, damages, costs, and expenses (including reasonable attorneys' fees) due to negligence or willful acts or omissions of Hospital (including its directors, officers, employees, and agents except Contractor and Contractor Personnel) arising out of, or in connection with, the performance of this Agreement.

5.2.3. Reimbursement. Contractor shall indemnify and promptly reimburse Hospital for all reasonable costs and expenses incurred by Hospital in connection with any investigation or litigation involving Contractor or Contractor's employees, agents or persons controlling, under common control with or controlled by Contractor.

5.3. Insurance for Administrative Duties. Hospital at its sole cost and expense shall procure and maintain liability coverage from a carrier of its choice in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the annual aggregate covering solely the Administrative Services provided during the term of this Agreement on Hospital premises by the Physician pursuant to Section 1.1, and not for professional services or any other patient care/clinical activities. Upon Contractor's request, Hospital shall provide Contractor with certificates of insurance evidencing the coverage. Hospital agrees to give Contractor not less than sixty (60) days' written notice of its intent to cancel such insurance and agrees to promptly notify Contractor in writing of any other

cancellation, reduction, or material change in the amount or scope of any coverage under the policy.

6. BOOKS AND RECORDS.

6.1. Medical Records and Claims. Contractor shall and shall cause Physician(s) and to prepare and maintain a complete medical record on a timely basis for each Hospital patient to whom Contractor, Physician(s) provide Professional Services. This medical record shall be made on forms provided by Hospital. Contractor shall and shall cause Physician(s) to maintain financial books and records, and all medical records and charts, in accordance with industry standards, and in compliance with all state and federal laws and regulations, the regulations and requirements of the voluntary accrediting institutions (including, without limitation, The Joint Commission) in which Hospital participates, and the Medical Staff Bylaws and Hospital Rules and Regulations. Contractor shall and shall cause Physician(s) to maintain and provide all such books, records and charts to patients and Hospital, and to state and federal agencies, including without limitation the California Department of Corporations and California Department of Managed Health Care (or their successors), as may be necessary for Contractor and/or Hospital to comply with applicable state, federal, and local law and regulation and with contracts between Hospital and third party payors. Contractor shall and shall cause Physician(s) to cooperate with Hospital to complete such claim forms for Department patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors. Contractor shall and shall cause Physician(s) to retain its/their records and information for at least six (6) years after the termination of this Agreement.

6.2. Access to Contractor Books and Records.

6.2.1. Contractor shall and shall cause Physician(s) to, in connection with the subject of this Agreement, cooperate fully with Hospital, by, among other things, maintaining and making available all necessary books, documents and records, in order to assure that Hospital will be able to meet all legal requirements and all requirements for participation and payment associated with private, federal, state, or other public third party payment programs, including without limitation, Section 1861(v)(1)(I) of the federal Social Security Act, as amended.

6.2.1.1. Until the expiration of four (4) years after the furnishing of services pursuant to the Agreement, Contractor shall make available to the Secretary of Health and Human Services and the Comptroller General of the United States, or their duly authorized representatives, upon written request of any of them, this Agreement, and all books, documents and records that are necessary to certify the nature and extent of the cost of services hereunder. If Contractor carries out any of the duties of this Agreement through a subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the subcontracting organization shall make available, upon written request to the Secretary or the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

6.2.2. If Contractor is requested to disclose books, documents or records pursuant to this Section, Contractor shall notify Hospital of the nature and scope of such request, and Contractor shall make available, upon written request of Hospital, all such books, documents or records, during regular business hours of Contractor.

7. CONFIDENTIALITY

7.1. Agreement Confidential. This Agreement is personal and confidential between the Parties, and the Parties hereto shall not release information concerning this Agreement to any person without the consent of the other Party, except as permitted herein. This prohibition against release of information shall not prevent the Parties from disclosing the contents of this Agreement to their respective attorneys, and shall not apply to any information required to be released by contracts existing as of the date of this Agreement, or to fiscal intermediaries, public agencies or commissions with government powers and duties related to disclosure of information having the right to compel disclosure of such information, nor to any information otherwise compelled to be released by process of law, nor to any information required to be disclosed to Hospital's representatives or others in connection with Hospital's or Verity's tax exempt bonds or other financing transactions.

7.2. Medical Staff and Committee Records. All records, files, proceedings and related information of Contractor, Hospital and the Medical Staff and its committees pertaining to the evaluation and improvements of the quality of patient care at Hospital shall be kept strictly confidential by Contractor and Hospital. Contractor shall not, and shall cause each Physician not, to voluntarily disclose such confidential information, either orally or in writing, except as expressly required by law or pursuant to written authorization by Hospital.

7.3. Patient Records. Any and all patient records and charts produced as a result of either Party's performance under this Agreement shall be and remain the property of Hospital. Both during and after the term of this Agreement, Contractor, or its agents, shall be permitted to inspect and/or duplicate, at Contractor's expense, any individual chart or record to the extent necessary to meet its professional responsibilities to such patient(s) and/or to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, provided that such inspection or duplication is permitted and conducted in accordance with the applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Contractor shall be solely responsible for maintaining patient confidentiality with respect to any information obtained by it, Physician(s) or its agents pursuant to this Agreement.

7.4. Trade Secrets. Contractor acknowledges and shall cause each Physician to acknowledge that in connection with its/his/her performance under this Agreement, Contractor, Physician(s) may or will have access to and the use of confidential information and trade secrets (the "**Confidential Information**") of Hospital related to the Department and its operations which include, but are not limited to, financial statements, internal memoranda, reports, patient lists, and other materials or records of a proprietary nature. In order to protect the Confidential Information, Contractor agrees that neither it nor any Physician will, after the date of this Agreement and for so long as any such Confidential Information remains confidential, secret or otherwise wholly or partially protectable, use such information (except in connection with the

performance of its/his/her duties hereunder) or divulge the Confidential Information to any third party, without first obtaining the prior written consent of the Hospital President and CEO or his/her designee.

8. COMPLIANCE WITH HOSPITAL STANDARDS

8.1. Corporate Responsibility Program. Contractor expressly agrees and shall cause each Physician to expressly agree that Hospital's Corporate Responsibility Program, as adopted and amended from time to time (the "**Compliance Program**"), shall be incorporated herein and made a part of this Agreement. Contractor shall and shall cause Physician(s) to comply with such Compliance Program at Contractor's sole cost and expense. Without limiting the foregoing commitment to comply with Hospital's Compliance Program, Contractor agrees that:

8.1.1. Contractor shall and shall cause Physician(s) to comply with all applicable federal and state laws and regulations;

8.1.2. Contractor shall and shall cause Physician(s) to cooperate with Hospital corporate compliance audits, reviews and investigations which relate to Contractor and/or any of the services provided by Contractor, Physician(s) under this Agreement (including, without limitation, providing any and all Contractor documents and/or information with respect to Contractor, Physician(s) and Contractor activities under this Agreement);

8.1.3. If requested by Hospital, Contractor shall and shall cause Physician(s) to participate in corporate compliance-related seminars and educational programs sponsored by Hospital; and

8.1.4. Contractor shall and shall cause Physician(s) to comply with and not do or cause to be done any act or omission which in any way conflicts with or violates the standards of conduct (the "**Standards of Conduct**") which are part of Hospital's Compliance Program.

8.2. Acknowledgment. Contractor hereby acknowledges (a) that it has received a description of the Compliance Program titled "Essential Characteristics of the Verity Health System of California, Inc. Corporate Responsibility Program," and the Standards of Conduct, each of which is attached hereto as Exhibit G, and (b) that Contractor and each Physician have been given ample opportunity to read and review the copies.

8.3. Deficit Reduction Act. In compliance with Section 6032 of the Deficit Reduction Act of 2005, Hospital shall provide Contractor with access to Hospital's policies detailing California and federal false claims laws, including but not limited to the False Claims Act, and regulations, including whistleblower protections and penalties, and Hospital's policies and procedures for detecting and preventing fraud, waste, and abuse (available at https://stfrancis.verity.org/about-us/deficit-reduction-act-policies/), and Contractor agrees and shall cause each Physician to agree to abide by such policies in connection with the provision of services under this Agreement.

9. COMPLIANCE WITH LAWS

9.1. Generally. Contractor shall comply and shall cause Physician(s) to comply with all applicable laws, rules and regulations of all governmental authorities and accrediting agencies having jurisdiction over Hospital, physicians, and/or this Agreement, including Medicare and Medi-Cal laws, rules and regulations and all hospital and professional licensure and reimbursement laws, regulations, rules and policies.

9.2. Nondiscrimination. Contractor shall not and shall cause Physician(s) not to differentiate or discriminate in the provision of medical services to patients due to race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, physical handicap, medical condition, medical history, genetics, evidence of insurability, or claims history, in violation of any applicable state, federal or local law or regulation, or the rules and regulations of Hospital with respect to such matters.

9.3. Anti-Referral Laws. Nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patient to Hospital. Any consideration specified in this Agreement is consistent with what the Parties reasonably believe to be fair market value for the Services provided. Contractor acknowledges and shall cause Physician(s) to acknowledge that it/they are subject to and must comply with certain federal and state laws governing referral of patients, as may be in effect or amended from time to time, including but not limited to:

9.3.1. Payments for referrals or to induce the referral of patients (Cal. Business and Professions Code Section 650; Cal. Labor Code Section 3215; and the Medicare/Medicaid Fraud and Abuse Law, Section 1128B of the Social Security Act; and all implementing regulations); and

9.3.2. The referrals of patients by a physician for certain designated health care services to an entity with which the physician (or his/her immediate family) has a financial relationship (Cal. Business and Professions Code Sections 650.01 and 650.02; Cal. Labor Code Sections 139.3 and 139.31; and Section 1877 of the Social Security Act; and all implementing regulations).

9.4. Disclosure of Interests.

9.4.1. In order to permit compliance with federal anti-referral statutes and regulations, as amended from time to time, Contractor shall and shall cause Physician(s) to provide Hospital upon execution of this Agreement with information sufficient to disclose any ownership, investment or compensation interest or arrangement of Contractor, Physician, or any of Physician's immediate family members, in any entity providing "designated health services," as that term is defined in the statutes and regulations. This provision is not intended to reallocate any disclosure or reporting requirements imposed upon Contractor or a Physician under any governmental program to Hospital, or to create an assumption of such disclosure obligations on the part of Hospital, and Contractor acknowledges that it and/or each Physician shall have the sole responsibility to fulfill any such federal and/or state reporting requirements.

9.4.2. Contractor shall immediately inform Hospital of any other arrangements that may present a conflict of interest or materially interfere with Contractor's or a Physician's performance of its/his/her duties under this Agreement. Hospital may exercise its right to terminate this Agreement under Section 10.2.2 or suspend this Agreement under Section 10.3.1 if Contractor or a Physician pursues or engages in conduct that does constitute a conflict of interest or that materially interferes with (or is reasonably anticipated to interfere with) Contractor's or Physician's performance under this Agreement.

9.5. Privacy and Confidentiality.

9.5.1. Both Parties shall comply with all federal and state laws governing the confidentiality and privacy of patient health information, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, and the Health Information Technology for Economic and Clinical Health Act and implementing regulations (collectively, "**HIPAA**"). In addition, Contractor and each Physician shall comply with Hospital and Medical Staff policies and procedures regarding patient privacy and confidentiality.

9.5.2. In providing Administrative Services under this Agreement, Contractor and Medical Director may have access to Protected Health Information (as defined by HIPAA) of a Hospital patient who is not also a mutual patient of Contractor or Medical Director, resulting in Contractor serving as a Business Associate (as defined by HIPAA) of Hospital. The Parties agree to enter into a Business Associate Agreement, attached hereto as Exhibit H and incorporated herein, which sets forth the requirements for the potential use or disclosure of, and access to, Protected Health Information with respect to such arrangements.

9.6. Changes in Law. In the event there are any changes in Medi-Cal or Medicare requirements, The Joint Commission accreditation guidelines or requirements, federal or state tax exemption requirements, and/or substantial changes under other public or private health and/or hospital care insurance programs or policies which may have a material effect on the Hospital's operations, Hospital may elect to renegotiate this Agreement. Hospital shall indicate the basis upon which it has determined that such a material impact on its operations may result. In any case where such notice is provided, both Parties shall negotiate in good faith during the thirty (30) day period thereafter in an effort to develop a revised Agreement, which, to the extent reasonably practicable, will adequately protect the interests of both Parties in light of the changes which constituted the basis for the exercise of this provision.

10. TERM AND TERMINATION

10.1. Term. The term of this Agreement shall commence on the Effective Date and shall expire on April 30, 2020, unless sooner terminated or extended as otherwise provided in this Agreement. The term of this Agreement may be renewed by mutual written agreement of the Parties. Notwithstanding the expiration of the stated term of this Agreement, all terms and conditions of this Agreement shall remain effective, in force and applicable in full for an additional period during which the Parties' mutual intent to continue this Agreement is manifested by their conduct, including, but not limited to, the continued performance of services

hereunder and payment of consideration for such services in accordance with the terms of Section 3 of this Agreement. In no event, however, shall the term of this Agreement exceed three (3) consecutive years.

10.2. Termination of Agreement. This Agreement shall terminate upon expiration of the term. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated as follows:

10.2.1. Without Cause. Either party may terminate this Agreement, without cause or penalty, by giving no less than thirty (30) days' written notice to the other Party.] In the event of any such termination, the Parties shall not enter into another agreement with each other for the same services as are provided hereunder for a period of one (1) year after the later of the initial Effective Date or the effective date of the most recent amendment to this Agreement.

10.2.2. For Breach. Either Party may terminate this Agreement in the event of the other Party's breach hereof by giving thirty (30) days' prior written notice of the general nature of such breach. Notwithstanding the foregoing, this Agreement shall not terminate in the event that the breaching Party cures the breach, to the satisfaction of the non-breaching Party, within fifteen (15) days of the receipt of such notice (the **"Cure Period"**). Without limitation, any failure to provide the Professional Services or Administrative Services in accordance with Section 1 (Contractor and Physician Obligations) or to maintain compliance with the provisions in Sections 3 (Billing and Compensation), 5 (Insurance), 6 (Books and Records), 7 (Confidentiality), 8 (Compliance with Hospital Standards) and 9 (Compliance with Laws) shall constitute a material breach of this Agreement.

10.2.3. Immediately. Notwithstanding any other term or provision of this Agreement, Hospital may terminate this Agreement immediately by giving written notice to Contractor, upon the occurrence of any one or more of the following events:

10.2.3.1. Hospital determines in good faith that any aspect of the performance by or on behalf of Contractor or any Physician providing services under this Agreement endangers patient safety or will subject Hospital to ill repute.

10.2.3.2. Any Physician providing services under this Agreement fails to maintain compliance with all of the qualifications, covenants, provisions, representations and warranties set forth in Sections 1.4 (Physician Qualifications), \5 (Insurance), 8 (Compliance with Hospital Standards) and 9 (Compliance with Laws).

10.2.3.3. Contractor or any Physician providing services under this Agreement is convicted of a crime punishable as a felony or involving moral turpitude.

10.2.3.4. Contractor (a) commences a voluntary case under the Bankruptcy Code; (b) has filed against it a petition commencing an involuntary case under the Bankruptcy Code that shall not have been dismissed within sixty (60) days after the date on which such petition is filed; (c) seeks relief as a debtor under any applicable law, other than the Bankruptcy Code, of any jurisdiction relating to the liquidation or reorganization of debtors or to

the modification or alteration of the rights of creditors, or consents to or acquiesces in such relief; (d) has entered against it an order by a court of competent jurisdiction (i) finding it to be bankrupt or insolvent, (ii) ordering or approving its liquidation or reorganization as a debtor or any modification or alteration of the rights of its creditors or (iii) assuming custody of, or appointing a receiver or other custodian for, all or a substantial portion of its property; (e) makes an assignment for the benefit of, or enters into a composition with, its creditors, or appoints, or consents to the appointment of, or suffers to exist a receiver or other custodian for, all or a substantial portion of its property; or (f) any similar occurrence reasonably indicating an imminent inability to perform substantially all of its duties under this Agreement.

10.2.4. Unable to Develop Revised Agreement. In the event the Parties are unable to develop a revised Agreement in accordance with Sections 3.6 (Changes in Rules & Regulations) or 9.6 (Changes in Law), either Party may elect to terminate this Agreement upon thirty (30) days' written notice to the other Party.

10.2.5. Department Changes. In the event a Department is eliminated or there is a material change in service levels of the Department during the term of this Agreement, Hospital shall provide Contractor with notice of such change in services, and the Parties shall promptly meet and confer to negotiate in good faith revised terms to this Agreement that are mutually agreeable and practicable to permit the continued provision of necessary Professional Services and Administrative Services in the Department. If such negotiations fail to result in mutually satisfactory amendment within forty-five (45) days of Contractor's receipt of notice provided hereunder, either Party may thereupon terminate this Agreement by providing thirty (30) days' notice of termination to the other.

10.2.6. Legal Counsel. In the event legal counsel for either Party advises that this Agreement or any practices which could be, or are, employed in exercising rights or providing Professional Services or Administrative Services under this Agreement pose a material risk of violating any legal requirements, including without limitation those referenced in Section 9 (Compliance with Laws) or any legal requirement related to Hospital's tax-exempt status or tax-exempt bond financing, the Parties in good faith shall undertake to revise this Agreement, in accordance with Section 12.10, to comply with such legal requirements. In the event the Parties are unable to agree upon the revised terms within thirty (30) days thereafter, either Party may terminate this Agreement immediately upon written notice to the other.

10.2.7. Effect of Termination.

10.2.7.1. Upon expiration or termination of this Agreement, neither Party shall have any further obligation hereunder except for (a) obligations due and owing which arose prior to the date of termination and (b) obligations, promises, or covenants contained herein which expressly extend beyond the term of this Agreement.

10.2.7.2. If Hospital provides Contractor (including any Physician) with office space for purpose of providing services under this Agreement, upon expiration or termination of this Agreement, and upon Hospital's request, Contractor (including any Physician), shall immediately vacate the Hospital and the Department premises, removing at

such time any and all of Contractor's personal property. Hospital may remove and store, at Contractor's expense, any personal property that has not been so removed.

10.2.7.3. Following the expiration or termination of this Agreement, Contractor shall not and shall cause each Physician not to do anything that might interfere with any Hospital efforts to contract with any other individual or entity for the provision of services or to interfere in any way with any relationship between Hospital and any entity or person who may replace Contractor.

10.2.7.4. Termination of this Agreement by Hospital shall not provide Contractor or any Physician the right to a fair hearing or the other rights more particularly set forth in the Medical Staff Bylaws.

10.3. Suspension of Agreement.

10.3.1. Hospital may suspend this Agreement in order to permit Hospital, its employees and agents to conduct any review of any ethical, clinical, compliance-related, quality- or patient care-related matter. In lieu of termination of this Agreement under Section 10.2, Hospital may suspend this Agreement for any reason provided under Sections 10.2.2 or 10.2.3.

10.3.2. Suspension of the Agreement shall take effect upon receipt of notice by Contractor in writing or orally; if given orally, Hospital shall confirm oral notice promptly in writing. Suspension shall remain in effect until the rights and duties of Contractor under this Agreement are reinstated by Hospital by written notice to Contractor. If the Agreement remains suspended for sixty (60) consecutive days, the suspension shall be treated as the termination of the Agreement without cause for all purposes of this Agreement.

10.3.3. Effect of Suspension.

10.3.3.1. Any period of suspense pursuant to this Section 10.3 shall be referred to as a "**Suspension Period.**"

10.3.3.2. During the Suspension Period, Hospital shall be relieved of all of its duties and obligations under this Agreement, including, without limitation, any obligation to make payment for services rendered by Physician(s) or to make available any Department space, supplies or support staff to Physician(s) or Allied Health Professional(s).

10.3.3.3. In the event that Hospital determines, in its sole discretion, to terminate the Suspension Period and reinstate this Agreement, Hospital shall have no obligation to pay Contractor any amounts that would have been owed under this Agreement (for services rendered by Physician(s) during the Suspension Period) had there been no Suspension Period.

10.4. Set-off. In the event of any breach of Section 1.18 above, Hospital may set-off and apply any compensation otherwise due to Contractor hereunder to cure any monetary defaults of Contractor under other agreements. This set-off right is in addition to other Hospital remedies set forth herein.

10.5. Damages Upon Termination or Suspension. In the event of any breach, suspension or termination of this Agreement by Hospital that is determined to be improper by a court of competent jurisdiction or by a binding arbitration award, Contractor shall accept monetary damages, if any, as full and complete relief, to the exclusion of any injunctive or similar relief.

10.6. Survival. The provisions of Sections 1.11, 1.14, 1.15, 1.17, 3, 5, 6.2, 7, 8.1, 10.2.7, 10.4, 10.5, 10.6 and 11 shall survive termination of this Agreement.

11. DISPUTE RESOLUTION

11.1. Special Meeting. Except as set forth in Section 11.6 below, in the event of any dispute or disagreement between the Parties with respect to this Agreement, either Party may request in writing a special meeting for the resolution of the dispute (a "**Special Meeting**"). The Special Meeting shall be held at a mutually agreeable location within ten (10) days of a written request for the meeting, which request shall specify the nature of the dispute to be resolved. The Special Meeting shall be attended by representatives of both Parties (who may or may not be accompanied by legal counsel, in their respective discretion), who shall attempt in good faith to resolve the dispute and shall have reasonable authority to do so.

11.2. Mediation. If a dispute has not been resolved within thirty (30) days after the date of the Special Meeting or within forty-five (45) days of the written request for the Special Meeting, either Party may initiate mediation of the dispute by sending a written request for mediation to the other Party. The Parties shall jointly select an independent and neutral person qualified to act as a mediator. The mediation proceeding shall commence not more than thirty (30) days after the written request for mediation. The mediation shall be attended by representatives of both Parties (who may or may not be accompanied by legal counsel, in their respective discretion), who shall attempt in good faith to resolve the dispute and shall have reasonable authority to do so. Unless the Parties otherwise agree, all fees and expenses of the mediation shall be borne equally by the Parties.

11.3. Arbitration. If the Parties are unable to reach a mutually acceptable resolution to the dispute within thirty (30) days following an initial mediation conference or within forty-five (45) days following the written request for mediation, the matter shall be submitted to arbitration. Either Party may commence arbitration by giving a written notice to the other Party demanding arbitration. There shall be one (1) impartial arbitrator, who shall be experienced in arbitration and knowledgeable regarding the health care/health related services industry. The Parties shall jointly select a single arbitrator. If the Parties cannot reach agreement as to a mutually acceptable arbitrator within ten (10) days after the demand to arbitrate is made, they shall request that an arbitrator be chosen by JAMS/Endispute, Inc.

11.4. Hearing. The arbitration process shall consist of an adversary hearing and each Party shall have the right to call and cross-examine witnesses under oath and to introduce oral and documentary evidence. The arbitration hearing shall take place in Los Angeles, California, San Jose, California, or San Francisco, California, and shall be governed by the rules of

Section 1280 et seq. of the California Code of Civil Procedure. The decision of the arbitrator shall be final and binding.

The arbitration shall commence within one hundred and eighty (180) days after the appointment of the arbitrator, unless the arbitrator is unavailable during that period, and in that event, it shall commence as soon as possible thereafter. In the event the arbitration does not commence within this time period, the Party demanding arbitration shall be able to pursue all legal remedies, including without limitation bringing an action regarding the dispute in a court of law.

11.5. Good Faith Finding. The arbitrator, in addition to resolving the dispute, shall make a finding whether the Parties to the arbitration acted in good faith. If the Parties are found by the arbitrator to have acted in good faith, both Parties shall equally share in the expenses and fees of the arbitration. However, if one Party is found not to have acted in good faith, that Party alone will bear the expenses and fees of the arbitration, including attorneys' fees for both Parties.

11.6. Injunctive Relief. Notwithstanding the provisions of this Section 11 and except as provided in Section 10.5 above, each of the Parties hereto shall have the right to apply for and obtain a temporary restraining order or other temporary, interim or permanent injunctive or equitable relief from a court of competent jurisdiction in order to enforce the provisions of any part of this Agreement as may be necessary to protect its rights under those Sections.

11.7. Costs. In the event a court action is brought to enforce or interpret any part of this Agreement, the prevailing Party shall be entitled to recover as an element of its costs of suit, reasonable attorneys' fees, as determined by the court.

11.8. Waiver of Jury Trial. To the extent not prohibited by applicable law which cannot be waived, each of the Parties hereby waives, and covenants it will not assert (whether as plaintiff, defendant, or otherwise), any right to trial by jury in any forum in respect of any issue, claim, demand, cause of action, action, suit or proceeding arising out of or based upon the Agreement or the subject matter thereof, in each case whether now existing or hereafter arising and whether in contract or tort or otherwise. Any Party may file an original counterpart or a copy of this Section with any court as written evidence of the consent of each of the Parties to the waiver of its right to trial by jury.

12. MISCELLANEOUS PROVISIONS

12.1. Notices. Written notice required under this Agreement shall be delivered personally or sent by United States registered or certified mail, postage prepaid and return receipt requested, and addressed or delivered to the Parties at the following addresses (or such address as may hereafter be designated by a Party by written notice thereof to the other Party):

Contractor	Hospital

Amod S. Moosa, M.D. A.S. Moosa, M.D., A Medical Corporation Neonatal Intensive Care Unit (NICU) St. Francis Medical Center Lynwood, California 90262	Interim President and Chief Executive Officer St. Francis Medical Center Lynwood, California 90262

12.2. Obligations of Contractor Personnel. All obligations and prohibitions imposed on Contractor pursuant to this Agreement are equally applicable to each and every Physician and to any other physician, partner, shareholder, associate, employee or contractor (collectively, the "**Contractor Personnel**") engaged, retained, employed or contracted by Contractor to assist in the performance of this Agreement. Contractor shall require all Contractor Personnel to comply with all terms and conditions of this Agreement. Upon Hospital's request, Contractor shall obtain from each of the Contractor Personnel a written acknowledgment and agreement to be bound by the terms and conditions of this Agreement in such form as may be required by Hospital.

12.3. Incorporation of Exhibits. All schedules, exhibits, addenda, and recitals referred to in this Agreement are an integral part of this Agreement and are incorporated in full into this Agreement by this reference.

12.4. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of California, without regard to conflict of law rules.

12.5. Force Majeure. Neither Party shall be liable or be deemed in default of this Agreement for any delay or failure to perform caused by Acts of God, war, acts of terrorism, disasters, strikes, or any similar cause beyond the control of either Party.

12.6. Catastrophe. In the event that Hospital facilities shall be partially damaged or destroyed by fire, earthquake or other catastrophe, and such damage is sufficient to render the facilities untenantable but not entirely or substantially destroyed, this Agreement may be suspended by Hospital until such time as Hospital determines that the premises or the facilities shall again be tenantable. In the event Hospital determines that Hospital facilities have been entirely or substantially destroyed by fire, earthquake, or other catastrophe, this Agreement may be terminated by either Party upon ten (10) days' written notice to the other; or, in the alternative, this Agreement shall be suspended until such time as Hospital shall erect or otherwise acquire new facilities with accommodations substantially similar to those provided herein for the use of Department, in the event that Hospital gives written notice to Contractor that it shall erect or otherwise acquire facilities. Nothing in this Agreement shall obligate Hospital to erect or otherwise acquire such facilities.

12.7. Tax Exempt Financing. Notwithstanding anything in this Agreement to the contrary, in the event that the Hospital uses the proceeds of tax-exempt financing, this Agreement shall be amended as may be necessary in order for Hospital to comply with the requirements of such financing so that the services provided under this Agreement are not considered "private activity use" under the Internal Revenue Code. Immediately upon request by

Hospital, Contractor shall execute any and all such amendments presented by Hospital and shall return promptly said executed original amendments to Hospital.

12.8. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the Parties.

12.9. Assignment and Delegation. Contractor shall not assign or delegate any of its rights or obligations under this Agreement, and any such assignment or delegation is expressly prohibited and shall be void. Subject to the prohibition contained in this paragraph, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties hereto. Hospital, in its sole and absolute discretion, shall have the right at any time to assign, delegate or in any manner transfer all or any portion of its interests, obligations or duties under this Agreement to any person, group or entity without the consent of Contractor.

12.10. Amendment. This Agreement may be amended at any time by mutual agreement of the Parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the Parties.

12.11. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the Parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the Parties hereto with respect to the subject matter of this Agreement.

12.12. Cross Reference of Agreements. Hospital and Contractor acknowledge and agree that this Agreement and any other agreement or arrangement between (a) Hospital and (b) Contractor, Physician or any immediate family member of Physician shall be cross-referenced to a master list of contracts that is centrally maintained and updated by Hospital. For the purposes of this Section, "immediate family member" means a husband or wife; birth or adoptive parent, child or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild.

12.13. Captions. Any captions or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

12.14. Cumulation of Remedies. The various rights, options, elections, powers, and remedies of the respective Parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said Parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

12.15. No Third Party Rights. The Parties do not intend the benefits of this Agreement to inure to any third person not a signatory hereto. Notwithstanding anything contained herein,

or any conduct or course of conduct by any Party hereto, before or after signing this Agreement, this Agreement shall not be construed as creating any right, claim or cause of action against either Party by any person or entity not a Party to this Agreement.

12.16. Counting Days. If the day for performance of any obligation under this Agreement is a Saturday, Sunday, or legal holiday (within the meaning of California Civil Code Section 7), then the time for performance of any obligation under this Agreement shall be extended to 5:00 p.m. on the first business day following such Saturday, Sunday, or legal holiday.

12.17. Construction of Agreement. The Parties agree that each Party and its counsel have fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendment hereto or exhibit herein or therein.

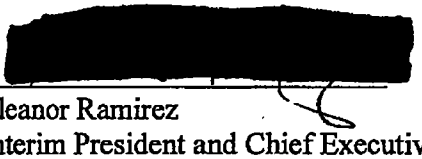
12.18. Waiver. No delay or omission by either Party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future. Any waiver of any terms and conditions hereof must be in writing, and signed by the Parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

12.19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives effective as of the date first above written.

ST. FRANCIS MEDICAL CENTER

By: 
Eleanor Ramirez
Its: Interim President and Chief Executive Officer

A.S. MOOSA, M.D., A MEDICAL CORPORATION

By:
Amod S. Moosa, M.D.
Its: President

EXHIBIT A

DESCRIPTION OF SERVICES

ADMINISTRATIVE SERVICES

Contractor shall cause Medical Director to perform the following Administrative Services in Facility:

1. In conjunction with the Hospital's Medical Staff, establish and maintain practice standards to monitor the quality of care provided in the Facility.

2. Participate in the development and implementation of a plan of quality improvement for the Facility, which provides for continuous education of Facility's personnel.

3. Serve as member of and liaison with the Medical Staff; serve on appropriate Medical Staff committees mid act as educational consultant to attending physicians who are interested in the services offered by the Facility.

4. Educate and consult with Facility's staff and volunteers.

5. Assist in compliance with all applicable legal requirements and accreditation standards as such laws and standards apply to the medical aspects of Facility operations.

6. Assist in the orientation, education, and in-service training of all non-medical and paramedical personnel engaged for the operation and conduct of the Facility.

7. Serve as a liaison with attending physicians related to the Facility.

8. Assist in community outreach efforts and Medical Staff education.

9. Provide an annual evaluation, in writing, to Hospital administration outlining the Facility's (i) strategic goals in the prior year in the areas of (a) quality, (b) patient safety, and (c) improved efficiency; (ii) outcomes of each strategic goal; (in) actions proposed to address any goals not yet met; and (iv) goals and objectives for the subsequent contract year.

PROFESSIONAL SERVICES

Contractor shall cause Physician(s) to provide, as medically necessary, the following Professional Services:

1. NICU On-Call Coverage. Provide on-call medical coverage of the NICU by a Physician twenty-four (24) hours per day seven (7) days per week.

2. Establish schedules to ensure appropriate coverage of Professional Services at the NICU, including with limitation attendance of high-risk cesarean sections and deliveries as required by policy and as reasonably requested by attending physician.

3. Provide, as necessary, professional consultation and/or treatment for Hospital patients who present to the Emergency Department and are in need of Professional Services.

4. Faithfully perform all NICU duties.

5. Promptly report the results of Professional Services performed during each Coverage Shift assigned to Specialist to the patient's attending physician(s), if any, in accordance with the policies and procedures now or hereafter established by Hospital and Hospital's Medical Staff.

6. Promptly prepare all written reports and medical records required by Hospital with respect to Professional Services rendered.

PEDIATRIC OPHTHAMALOGY CALL COVERAGE SERVICES

Contractor shall cause Physician(s) to perform the following Call Coverage Services for Department:

1. Arrange for and compensate ophthalmologists for call coverage provided to Department.

2. Develop call panel coverage for Newborn Nursery with consideration of managed care group requests.

PERFORMANCE STANDARDS

Contractor shall cause Medical Director and Physicians providing services at Facility to use best efforts to achieve and maintain compliance with the following:

1. Reduce the number of Babygram X-Rays on infants.	**Target: 50%**
2. Reduce eye changes in very low birth weight premature infants.	**Target: 50%**
3. Number of Central Line Blood Stream Infections ("CLBSI).	**Target: 0**
4. Number of Urinaly Tract Infections ("UTI").	**Target: 0**
5. Number of Ventilator Acquired Pneumonia ("VAP").	**Target: 0**
6. Ensure pediatric follow-up of all late pre-term infants with 72-hours of discharge from Hospital.	**Target: 0**
7. Ensure timelines of surfactant for birth weight between 500-1250 grams (<2 hours).	**Target: 0**

EXHIBIT B

LIST OF PHYSICIANS APPROVED TO PROVIDE PROFESSIONAL SERVICES

PHYSICIANS:

1. Amod S. Moosa, M.D.
2. Fayez Bany-Mohammed, M.D.
3. Rebecca Coleman, M.D.
4. Kamakshi Devarajan, M.D.
5. Courtney F. Merchant
6. Jack H. Sills, M.D.
7. Medardo C. Supnet, M.D.
8. Cherry C.Uy,M.D,
9. Andre L. Vanderhal, M.D.

PEDIATRIC OPTHALMOLOGY PHYSICIANS:

1. Khaled Tawansy, M.D.

EXHIBIT C
MEDICAL DIRECTOR INVOICE/TIME SHEET FORM

The following services were provided by _____, M.D. (**"Physician"**) on behalf of A.S. Moosa, M.D., a Medical Corporation (**"Contractor"**) during the month of _____ (date and year). *Use as many sheets as necessary.*

	Services Provided (please list specific activity performed)	**Date**	**Hours**
1.	Hospital Staff Education & Training		
	_____	_____	_____
	_____	_____	_____
2.	Clinical Supervision		
	_____	_____	_____
	_____	_____	_____
3.	Quality Improvement Activities (committees, case review, etc.)		
	_____	_____	_____
	_____	_____	_____
4.	Administration Activities		
	_____	_____	_____
	_____	_____	_____
5.	Community Education		
	_____	_____	_____
	_____	_____	_____
6.	Medical Management Activities		
	_____	_____	_____
	_____	_____	_____
7.	Compliance Activities		
	_____	_____	_____
	_____	_____	_____
8.	Other		
	_____	_____	_____
	_____	_____	_____

I certify to the best of my knowledge that the activities described above are directly related to the administrative services agreement that I have with the hospital and that I have not billed the Medicare program separately for any of the duties and responsibilities described above.

A.S. Moosa, M.D., a Medical Corporation

By: _____ Total Hours_____

Approved by:

Hospital Representative_____ Date_____

EXHIBIT D

EXECUTED IRS FORM W-9

TAXPAYER IDENTIFICATION NUMBER

See attached.

EXHIBIT E

FEE SCHEDULE FOR PROFESSIONAL SERVICES

See attached.

EXHIBIT F

OPHTHALMOLOGY CALL COVERAGE SCHEDULE CERTIFICATION STATEMENT

A. S, Moosa, M.D., A Medical Corporation provided or arranged for the provision of ophthalmology call coverage for St. Francis Medical Center's Neonatal Intensive Care Unit according to the attached schedule in the immediately preceding month. See attached schedule.

I certify to the best of my knowledge that coverage was provided for the immediately preceding month as described in Section 1.3 of the Professional and Administrative Services (Neonatal Intensive Care Unit) Agreement dated May1, 2019, between A. S. Moosa, M.D., A Medical Corporation and St. Francis Medical Center.

A. S. Moosa, M.D., A Medical Corporation

By:

Amod S. Moosa, M.D.
Its: President

EXHIBIT G

CERTIFICATES OF INSURANCE COVERAGE

See attached.

EXHIBIT H

ESSENTIAL CHARACTERISTICS OF THE VERITY HEALTH SYSTEM OF CALIFORNIA, INC. CORPORATE RESPONSIBILITY PROGRAM

AND

STANDARDS OF CONDUCT

See attached.

EXHIBIT I

BUSINESS ASSOCIATE AGREEMENT

In the role of Medical Director, Contractor may have access to certain Protected Health Information (as defined below and referred to herein as "PHI") that is not the PHI of a mutual patient, but the PHI of a Hospital patient. Consequently, in the Medical Director role, Contractor is serving as a Business Associate or "BA," and Hospital is serving as a Covered Entity or "CE."

To protect the privacy of the PHI and to comply with HIPAA, the HIPAA Regulations, and the California Confidentiality Laws (each as defined below), CE and BA desire to enter into this BA Agreement setting forth the terms and conditions of the use and disclosure of such PHI. This exhibit solely relates to the potential use or disclosure of, as well as access to, PHI when the patient is not also a patient of BA.

ARTICLE I: DEFINITIONS

1.1 **General Rule**. Capitalized terms not otherwise defined in this BA Agreement shall have the same meaning as those terms have in the HIPAA Regulations.

1.2 **HIPAA** means the Health Insurance Portability & Accountability Act of 1996, P.L. 104-191, as amended by the HITECH Act.

1.3 **HIPAA Regulations** means the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including, but not limited to, the Privacy Rule, the Security Rule, and the Breach Notification Rule, as currently in effect and as modified from time to time.

1.4 **HITECH Act** means Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which is Title XIII of the American Recovery and Reinvestment Act of 2009, P.L. 111-5.

1.5 **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information, codified at 45 CFR Parts 160 and 164, Subparts A and E, as currently in effect and as modified from time to time.

1.6 **Protected Health Information or "PHI"** shall have the meaning given to the term "Protected Health Information" under the Privacy Rule.

1.7 **Breach Notification Rule** means the Standards for Notification in the Case of Breach of Unsecured Protected Health Information, codified at 45 CFR Parts 160 and 164, Subparts A and D, as currently in effect and as modified from time to time.

1.8 **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information, codified at 45 CFR Parts 160 and 164, Subparts A and C, as currently in effect and as modified from time to time.

1.9 **California Confidentiality Laws** means the laws of the State of California governing the confidentiality of PHI, including, but not limited to, the California Confidentiality of

Medical Information Act (Cal. Civil Code §56 *et seq.*), the patient access law (Cal. Health & Safety Code §123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code §120975 et seq.), the Lanterman-Petris-Short Act (Cal. Wel. & Inst. Code §5328 et seq.), the medical identity theft law (Cal. Civil Code §1798.82), and the improper access notification law (Cal. Health & Safety Code §1280.15).

ARTICLE II: OBLIGATIONS OF BA

2.1 **General Requirements**. Except as otherwise limited in this BA Agreement, BA may use or disclose PHI to perform functions, activities, or services for, or on behalf of, CE pursuant to the Agreement, provided that such Use or Disclosure would not violate HIPAA, the HIPAA Regulations, or the California Confidentiality Laws if done by CE. BA and its agents and subcontractors shall only request, use, and disclose the minimum amount of PHI necessary to accomplish the purpose of the permitted Use or Disclosure. BA agrees to comply with all applicable provisions in HIPAA, the HIPAA Regulations, and the California Confidentiality Laws.

2.2 **Uses or Disclosures Permitted by Privacy Rule**. As permitted by the Privacy Rule, BA may use or disclose PHI: (a) as is necessary for the proper management and administration of BA's organization, or (b) to carry out the legal responsibilities of BA; provided, however, that any permitted Disclosure to a third party must be either Required by Law or subject to reasonable assurances obtained by BA from the third party that the PHI will be held confidentially, and securely, and used or disclosed only as Required by Law or for the purposes for which it was disclosed to such third party, and that any breaches of confidentiality of the PHI which become known to such third party will be immediately reported to BA. BA shall obtain the prior permission of CE before making any such disclosure that is not Required by Law. BA shall notify CE in a timely manner prior to making any Disclosure that is Required by Law, in order to afford CE the opportunity to respond to the request for such a Disclosure.

2.3 **Data Aggregation**. BA may provide Data Aggregation services relating to the Health Care Operations of CE.

2.4 **Disclosures to Agents and Subcontractors**. BA shall ensure that any agent or subcontractor to whom it provides PHI agrees in writing to the same restrictions, conditions, and requirements that apply to BA with respect to such PHI and as set forth herein regarding the Use and Disclosure and security of PHI, including, but not limited to, implementation of administration, physical and technical safeguards, notice of prohibited Use or Disclosure, mitigation of harmful effects, responses to requests for access and amendment, and a term permitting immediate termination of the agent's or subcontractor's agreement with BA for improper Use or Disclosure of PHI. BA shall terminate its agreement with any agent or subcontractor to whom it provides PHI if such agent or subcontractor fails to abide by any material term of such agreement.

2.5 **Safeguards**. BA shall implement and use appropriate safeguards as necessary to prevent the Use or Disclosure of PHI in any manner that is not permitted by this BA Agreement,

including but not limited to, safeguards designed to limit incidental Uses or Disclosures made pursuant to an otherwise permitted or required Use or Disclosure.

2.6 **Security Rule Safeguards**. To the extent that BA creates, receives, maintains, or transmits electronic PHI, BA shall comply with the Security Rule and implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that may be transmitted in conformity with the requirements of the Security Rule and prevent the Use or Disclosure of electronic PHI in any manner that is not permitted by this BA Agreement.

2.7 **Direct Access to CE's Electronic Systems**. If BA or its employees/agents are granted direct access to CE's electronic systems, BA will ensure that each of its employees and agents has access to only what is required for each employee/agent to perform the specific duties assigned by BA to that individual employee/agent pursuant to the Services Agreement with CE. Further, BA will provide immediate notice when its employees/agents are terminated or change roles or otherwise no longer have a need for access, BA will routinely monitor the list of employees/agents with access, BA will educate its employees/agents that sharing of login information among its employees/agents is prohibited, and BA will provide CE with a list of its employees/agents with access to CE's electronic systems upon request by CE.

2.8 **Minimum Necessary Use and Disclosure**. In conducting functions and/or activities under this BA Agreement or any other agreement between the parties hereto that involve the use and/or disclosure of PHI, BA shall make reasonable efforts to limit the use and/or disclosure of PHI to the minimum amount of information necessary as determined by CE to accomplish the intended purpose of the use or disclosure.

2.9 **Reporting**. BA agrees to provide written notice to CE of any Use or Disclosure of PHI that is in violation of this BA Agreement, the Privacy Rule, the California Confidentiality Laws, or other applicable federal or state law, within five (5) calendar days of becoming aware of such Use or Disclosure. BA shall also notify CE in writing within five (5) calendar days of receipt of any complaint that BA receives concerning the handling of PHI or compliance with this BA Agreement. BA further agrees to provide written notice to CE of any Security Incident within five (5) calendar days of BA's discovery of such Security Incident.

Notwithstanding the foregoing, BA shall immediately, and in no case longer than forty-eight (48) hours after, upon discovery of a Breach under HIPAA or breach under applicable state law, report to CE such Breach/breach, consistent with HIPAA, the HIPAA Regulations, and the California Confidentiality Laws. BA must also, without unreasonable delay, identify each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired or disclosed as a result of the Breach/breach, and provide such information to CE as needed in order to meet the data breach notification requirements under the Breach Notification Rule and the California Confidentiality Laws, and in any event within five (5) calendar days after the discovery of the Breach/breach. The Breach shall be considered "discovered" when the BA knew or reasonably should have known when the Breach occurred.

BA agrees to fully cooperate, coordinate with and assist CE in gathering the information necessary to notify the affected individuals. BA agrees to cooperate with CE to ensure that all such Breach/breach notices are sent without unreasonable delay, and in no case more than five (5) business days from the discovery of the Breach/breach, as required under the applicable California Confidentiality Laws. BA agrees that it shall be solely responsible for all costs and expenses incurred by both CE and BA as a result of the Breach/breach, including costs associated with mitigation, preparation and delivery of the notices.

2.10 **Mitigation**. BA shall mitigate promptly, to the extent practicable, any harmful effect that is known to BA of a Use or Disclosure of PHI by BA in violation of this BA Agreement, the Privacy Rule, or other applicable federal or state law.

2.11 **Requests for Restrictions**. BA agrees to comply with requests for restrictions on Use or Disclosure of PHI that CE has agreed to or is required to abide by under 45 C.F.R. §164.522, to the extent that such restriction may affect BA's use or disclosure of such PHI.

2.12 **Access and Amendment**. To enable CE to fulfill its obligations under the Privacy Rule, BA shall make PHI in Designated Record Sets that are maintained by BA or its agents or subcontractors available to CE for inspection, copying or amendment within ten (10) calendar days of a request by CE. If an Individual requests inspection, copying or amendment of PHI directly from BA or its agents or subcontractors, BA shall notify CE in writing within five (5) business days of receipt of the request, and shall defer to, and comply with, CE's direction in a timely manner regarding the response to the Individual regarding the request for inspection, copying or amendment.

2.13 **Accounting**. BA shall implement a process for recording certain Disclosures of PHI by BA ("Accounting Information") in order to enable CE to comply timely with its obligations under the Privacy Rule including, but not limited to, 45 CFR Section 164.528. At a minimum, this Accounting Information shall include for each such Disclosure recordation of (a) the name and date of birth of the Individual whose PHI was the subject of the Disclosure; (b) the date of Disclosure; (c) the name and address of the recipient of the PHI; (d) a brief description of the PHI disclosed; and (e) a brief statement of the purpose for the Disclosure that reasonably informs the Individual of the basis for the Disclosure. Within ten (10) calendar days of notice from CE of a request for an accounting of Disclosures of PHI, BA shall make available to CE this Accounting Information. In addition, for any month in which BA makes a Disclosure of PHI, BA shall provide Accounting Information during the subsequent month pertaining to CE, in a format and medium specified by CE. If an Individual requests an accounting directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) business days of the request, and shall defer to, and comply in a timely manner with, CE's direction regarding the response to the Individual regarding the request for an accounting.

2.14 **Government Officials**. BA shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services ("Secretary") for purposes of determining CE's compliance with the Privacy Rule. BA shall notify CE regarding any PHI that BA provides to the Secretary

concurrently with providing such PHI to the Secretary, and upon CE's request, shall provide CE with a duplicate copy of such PHI.

2.15 **Insurance and Indemnity**. BA shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure BA and its agents or subcontractors against any claim or claims for damages arising under this BA Agreement. Such insurance coverage shall apply to all sites of BA and to all services provided by BA or its agents or subcontractors under this BA Agreement.

BA shall indemnify, hold harmless and defend CE and its affiliated entities from and against any and all claims, losses, liabilities, costs and other expenses (including reasonable attorneys' fees and costs, and administrative penalties and fines) incurred as a result of, or arising directly or indirectly out of or in connection with any act or omission of BA, its agents or subcontractors, under this BA Agreement including, but not limited to, negligent or intentional acts or omissions. The indemnification obligation of BA shall survive termination of this BA Agreement.

2.16 **Prohibition on Sale of PHI**. BA agrees to comply with the prohibition of sale of PHI without authorization unless an exception under 45 C.F.R. § 164.508 applies.

2.17 **Compliance with CE's Obligations**. To the extent that BA carries out CE's obligations under HIPAA, the HIPAA Regulations, or the California Confidentiality Laws, BA shall comply with all of the requirements of HIPAA, the HIPAA Regulations, and the California Confidentiality Laws, in the performance of such obligations.

ARTICLE III: OBLIGATIONS OF CE

3.1 **Notice of Privacy Practices**. CE shall notify BA of limitation(s) in its notice of privacy practices, in accordance with 45 CFR Section 164.520, to the extent such limitation affects BA's permitted Uses or Disclosures.

3.2 **Individual Permission**. CE shall notify BA of changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent such changes affect BA's permitted Uses or Disclosures.

3.3 **Restrictions**. CE shall notify BA of restriction(s) in the Use or Disclosure of PHI that CE has agreed to, in accordance with 45 CFR Section 164.522, to the extent such restriction affects BA's permitted Uses or Disclosures.

3.4 **Prohibited Requests**. CE shall not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA, the HIPAA Regulations, or the California Confidentiality Laws, if done by CE.

ARTICLE IV: TERM AND TERMINATION

4.1 **Term**. This BA Agreement shall be effective as of the Effective Date, and shall continue in effect with respect to the Agreement until: (i) this BA Agreement is terminated in

accordance with the provisions of Section 4.2 or (ii) the Agreement (in its entirety) is terminated.

4.2 **Termination for Cause**. In the event of either party's material breach of this BA Agreement, the non-breaching party may terminate this BA Agreement upon ten (10) calendar days prior written notice to the breaching party in the event the breaching party does not cure such breach to the reasonable satisfaction of the non-breaching party within such ten (10) calendar day period. In the event that cure of a breach under this Section 4.2 is not reasonably possible, the non-breaching party may immediately terminate this BA Agreement; or if neither termination nor cure is feasible, the non-breaching party may, subject to all applicable legal privileges, report the violation to the Secretary of the Department of Health and Human Services. Either party may terminate this BA Agreement immediately if (a) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, HIPAA Regulations, or the California Confidentiality Laws, or (b) if a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations, the California Confidentiality Laws, or any other security or privacy law is made in any administrative or civil proceeding in which that party has been joined.

4.3 **Effects of Termination**. Upon termination of the business relationship between the parties and/or the BA Agreement for any reason, BA shall, at CE's direction, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. Upon CE's request, BA shall certify in writing that such return or destruction has occurred. If BA determines that return or destruction is not feasible, BA shall explain to CE in writing why conditions make the return or destruction of such PHI not feasible. If CE agrees that the return or destruction of PHI is not feasible, BA shall retain the PHI, subject to all of the protections of this BA Agreement, and shall make no further Use or Disclosure of the PHI, except as for those purposes that make the return or destruction of the PHI not feasible. In any event, upon termination of the business relationship between the parties and/or the BA Agreement, BA shall retain for no less than six (6) years the Accounting Information compiled by BA pursuant to section 2.13 of this BA Agreement, and shall make such Accounting Information available to CE within five (5) business days of a request.

4.4 **Survival**. The obligations of BA under this Article IV shall survive the termination of the business relationship between the parties and/or the BA Agreement.

2B

AMENDED AND RESTATED MEDICAL DIRECTOR AGREEMENT

SKILLED NURSING FACILITY (SNF)

between

ST. FRANCIS MEDICAL CENTER

and

HARDING G. YOUNG, M.D., INC.

August 1, 2014

LIST OF EXHIBITS

Exhibit A	Description of Services
Exhibit B	Invoice/Time Sheet Form
Exhibit C	Executed IRS Form W-9, Taxpayer Identification Number
Exhibit D	Ethical and Religious Directives for Catholic Health Care Services and Essential Characteristics of the Daughters of Charity Health System Corporate Responsibility Program and Standards of Conduct
Exhibit E	Business Associate Agreement

AMENDED AND RESTATED MEDICAL DIRECTOR AGREEMENT BETWEEN ST. FRANCIS MEDICAL CENTER AND HARDING G. YOUNG, M.D., INC.

This Amended and Restated Medical Director Agreement Skilled Nursing Facility (SNF) ("**Agreement**") is entered into effective August 1, 2014 ("**Effective Date**") by and between St. Francis Medical Center, a California nonprofit religious corporation ("**Hospital**") and Harding G. Young, M.D., Inc., a California professional corporation ("**Contractor**"). Together, Hospital and Contractor are the "**Parties,**" and each is a "**Party.**"

RECITALS

A. Hospital is the owner and operator of a general acute care hospital located at 3630 East Imperial Highway, Lynwood, California 90262 in which there is located a Department of Medicine, in which there is located a Skilled Nursing Facility (the "**Facility**"). Hospital is affiliated with the Daughters of Charity Health System ("**DCHS**").

B. Program consists of facilities and equipment owned by Hospital and staffed by Hospital employees.

C. Contractor employs or contracts with Harding G. Young, M.D. ("**Physician**"), a physician who is duly qualified and licensed to practice medicine in the State of California, who is experienced and qualified in the specialized field of Family/General Practice Adult Medicine, and who is a member of the Hospital's Medical Staff ("**Medical Staff**").

D. Hospital desires to retain Contractor and designate Physician to provide certain administrative services in the development and operation of the Program, and has determined that this proposed arrangement with Contractor will enhance the Program's and the Hospital's organization, procedures, standardization, economic efficiency, and professional proficiency, and provide other benefits to enhance coordination and cooperation among the Program's providers and patients.

In consideration of the mutual covenants and promises set forth in this Agreement and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hospital and Contractor agree as follows:

AGREEMENT

1. CONTRACTOR AND PHYSICIAN OBLIGATIONS.

1.1. Medical Director of Facility. Contractor shall provide Physician to act as Medical Director of the Facility ("**Medical Director**") in accordance with the terms of this Agreement, the Medical Staff Bylaws and Rules and Regulations (collectively, "**Medical Staff Bylaws**"), and the Hospital's Bylaws, Rules and Regulations and policies and procedures. Contractor shall obtain the written consent of Hospital in advance of replacing Physician.

1.2. Qualifications of Physician. Contractor shall ensure that Physician, at all times during the term of this Agreement, (a) is duly licensed as a physician under California law, (b) is Board Certified (or, with the approval of the Hospital's President and CEO, or his/her designee,

has completed training equivalent to that required for Board Certification) in Family/General Practice Adult Medicine (c) is a member in good standing of the Active Medical Staff, (d) holds all clinical privileges on the Active Medical Staff of Hospital appropriate to the provision of Administrative Services hereunder, (e) is a participating provider in the Medicare and Medicaid programs (Titles XVIII and XIX of the Social Security Act, respectively), (f) maintains an unrestricted federal Drug Enforcement Administration ("**DEA**") registration number, (g) is employed by or under contractual arrangement with Contractor, and (h) maintains insurance coverage as set forth in Section 5 of this Agreement. Contractor shall provide documentation of compliance with all provisions of this Section to Hospital upon request.

Contractor represents and warrants to Hospital that (a) Physician's license to practice medicine in any state has never been suspended, revoked or restricted; (b) neither Contractor nor Physician has ever been reprimanded, sanctioned or disciplined by any licensing board or state or local medical society or specialty board; (c) Physician has never been denied membership or reappointment of membership on the medical staff of any hospital and no hospital medical staff membership or clinical privileges of Physician have ever been suspended, curtailed or revoked for a medical disciplinary cause or reason; (d) neither Contractor nor Physician has ever been excluded from participation in, or sanctioned by, any state, federal or local health care program, including, but not limited to Medicare or Medicaid; (e) neither Contractor nor Physician has ever been reprimanded, sanctioned or disciplined by the DEA, been denied a DEA registration number or had a DEA registration number restricted; (f) neither Contractor nor Physician has been denied insurance coverage as set forth in Section 5 of this Agreement or had such insurance coverage restricted; and (g) Contractor is authorized to contract on behalf of Physician for the provision of Administrative Services.

1.3. Administrative Duties. Contractor shall cause Physician to perform the administrative duties and responsibilities ("**Administrative Services**") as set forth in the Administrative Services section of the "Description of Services," attached hereto as Exhibit A, under the direction of President and CEO and Chief Nursing Officer. Contractor acknowledges and shall cause Physician to acknowledge that the Medical Executive Committee may monitor and review his/her performance as Medical Director, and that the results of any such reviews may be transmitted to Contractor, Physician and Hospital administration.

1.4. Administrative Hours. Contractor shall cause Physician to devote as much time as is necessary in performing the Administrative Services to provide for the effective management of the Facility, for a maximum of thirty (30) hours per month. Contractor shall cause Physician to coordinate his/her work schedule with Hospital to ensure the effective operation of the Facility.

1.5. Quality Programs; Performance Standards.

1.5.1. Contractor shall and shall cause Physician to (a) participate in Hospital's quality improvement, utilization review and risk management programs and serve on such quality improvement, utilization review and risk management committees as may be requested by Hospital from time to time; (b) participate in on-going quality improvement monitoring activities, such as audits; (c) participate in risk management activities designed to identify, evaluate and reduce risk of patient injury associated with care; and (d) assist utilization review in setting, monitoring and achieving length of stay and ancillary utilization goals.

1.5.2. As part of its quality improvement, utilization review and risk management programs, Hospital has developed certain criteria and procedures ("**Performance Standards**") to monitor the provision of services under this Agreement and ensure the quality

and efficiency of medical care in the Facility. Contractor shall cause Physician to abide by the Performance Standards set forth in the Performance Standards section of the "Description of Services" attached hereto as Exhibit A.

1.6. Assistant Medical Director. Subject to the prior written approval of Hospital, Contractor may appoint, at Contractor's sole expense, an Assistant Medical Director to perform the duties of Medical Director only in the event of Physician's absence. Contractor shall ensure that the Assistant Medical Director meets all of the same qualifications as Physician and shall cause the Assistant Medical Director to comply with all the requirements of this Agreement.

1.7. Medical Director Efforts. To ensure the effective operation of the Facility, the Parties recognize the need for Contractor, and in particular Physician, to devote a significant portion of its/their energies and efforts to Facility activities. Therefore, during the term of this Agreement, Contractor shall cause Physician to refrain from providing medical direction to any other Skilled Nursing Facility or establishing, performing any management or administrative services for, consulting with, investing in, or otherwise assisting in the management, administrative or operational functions of any other Skilled Nursing Facility, without the prior written consent of Hospital, which may be withheld in Hospital's sole discretion. Notwithstanding the foregoing, Hospital understands and acknowledges that Contractor and Physician are engaged in the private practice of medicine, and this Agreement shall not, in any way, limit Contractor's or Physician's private practice of medicine.

1.8. Hospital Rules. Contractor shall and shall cause Physician to comply with all applicable terms of this Agreement and all policies, bylaws, rules and regulations of Hospital and the Hospital's Medical Staff applicable to the Physician.

1.9. Operation of Facility. Contractor shall and shall cause Physician to comply with all applicable governmental laws and regulations and any applicable standards and recommendations of The Joint Commission, the American Medical Association, and the American Board of Family Medicine.

1.10. Complaints. Contractor and Hospital shall cooperate in good faith to investigate any complaints made by Hospital or Hospital patients concerning Physician and to resolve the complaint in a reasonable time with appropriate action. Contractor shall notify Hospital immediately of any complaints concerning Physician.

1.11. Exclusion. Contractor shall conduct screenings of its officers, directors, shareholders, associates, employees, contractors or other agents (collectively, the **"Contractor Personnel"**) who furnish, order or prescribe items or services reimbursable under any federal health program to or for patients of Hospital under this Agreement against the List of Excluded Individuals/Entities maintained by the Office of Inspector General (**"OIG"**) of the Department of Health and Human Services, the System for Awards Management (**"SAM"**; formerly the Excluded Parties List System) and any successor list maintained by the U.S. General Services Administration, and the Medi-Cal Suspended and Ineligible Provider List maintained by the California Department of Health Care Services prior to hire and once a year thereafter. Contractor will immediately notify Hospital in the event Contractor or one of Contractor Personnel is excluded from participation in a federal health care program. Contractor will indemnify Hospital for any claims, judgments, overpayments or expenses arising from such exclusion.

1.12. Cost Control. Contractor shall use its best efforts to monitor and control the expenses of the Facility in order to provide cost efficient services.

1.13. Use of Premises. In order to preserve Hospital's exemption from property and other taxes, pursuant to state and federal law, Hospital space must be used for Hospital purposes only. Consequently, Contractor shall and shall cause Physician to use the Facility premises solely for the provision of Administrative Services specified in this Agreement. No part of the premises of Hospital shall be used at any time by Contractor or Physician as an office for the general practice of medicine.

1.14. Notice of Events. Contractor shall immediately notify Hospital of: (a) any failure to satisfy the terms or any representation or warranty made in Section 1.2; (b) any incident report filed or malpractice claim or professional disciplinary action asserted or initiated against Contractor or any Physician; (c) any modification in or termination of Contractor's employment of or agreement with a Physician during the term of this Agreement; and (d) any pending change in corporate identity, form or name of Contractor that necessitates a filing with or application for a permit from the Medical Board of California or the Secretary of State of the State of California or another state. Contractor shall provide the notice required pursuant to this Section 1.14(d) no later than forty-five (45) days prior to the effective date of the change in corporate identity, form or name, and shall take all such actions and provide all such information requested by Hospital in order to amend and assign this Agreement, as necessary, to reflect Contractor's new corporate identity, form or name.

1.15. Litigation Consultation.

1.15.1. Assistance in Litigation. Contractor shall ensure that Physician is available to Hospital to testify as a witness, at no fee, or as an expert witness, in which case a reasonable and customary fee may be charged, in the event litigation is brought against Hospital, its directors, officers, agents or employees based upon a claim of negligence, malpractice or any other cause of action, except where Contractor or Physician is named an adverse party to Hospital in the proceeding.

1.15.2. Expert Witness Consultant. Contractor shall ensure that Physician shall not accept consulting assignments or otherwise contract, agree or enter into an engagement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim asserting negligence, malpractice or professional liability on the part of Hospital or any hospital or health care facility that is a division or other subordinate organization of DCHS, or in which any division or subordinate organization of DCHS is named, or is expected to be named, as a defendant. It is further agreed that Contractor shall and shall cause Physician to refrain from accepting similar consulting assignments if the defendant(s) or anticipated defendant(s) include medical staff, officers or members of the Medical Staff Executive Committee of any DCHS hospital, and the claim relates to an occurrence at any DCHS hospital; provided, however, the provisions of this paragraph shall not apply to situations in which Physician served as attending physician.

1.16. Limitations on Authority of Contractor. Contractor shall not and shall cause Physician not to (a) incur any financial obligation on behalf of the Hospital without Hospital's express prior written consent; (b) obligate or commit any assets of Hospital for the purchase, acquisition or pilot trial of equipment, supplies or personnel, without the express prior written authorization of Hospital, or enter into any contract on behalf of Hospital for the purchase, rental or other acquisition of equipment, supplies or personnel; (c) make, nor allow any other individual to make, any additions, alterations, improvements or repairs to any space, facilities or equipment furnished by Hospital, without the express prior written authorization of Hospital; or (d) remove any equipment or supplies furnished by Hospital, without the express prior written authorization of Hospital.

1.17. Hospital Employees. During the term of this Agreement and for one (1) year after its termination, Contractor (a) shall not hire or contract with (directly or indirectly), seek to hire or contract with, or assist in hiring or contracting with any employee, agent or independent contractor of Hospital and (b) shall not induce, seek to induce, or take action which results in the termination of employment or other arrangement between Hospital and such employee, agent or independent contractor or otherwise interferes with such employment or contractual arrangement.

1.18. Other Agreements. Contractor shall timely and fully perform all of its monetary and non-monetary obligations to Hospital or its affiliate under any medical office building lease and any other written contracts between or among such parties.

2. HOSPITAL OBLIGATIONS

2.1. Licensure and Accreditation. Hospital shall provide, as further specified below, the space, equipment, supplies, resources, and non-physician personnel necessary for Hospital to maintain a Facility licensed by the California Department of Public Health and accredited by The Joint Commission.

2.2. Responsibility under Title 22. In compliance with Section 70713 of Title 22 of the California Code of Regulations, Hospital shall retain professional and administrative responsibility for services rendered pursuant to this Agreement.

2.3. Administrative Director. Hospital shall provide an Administrative Director of the Facility ("**Administrative Director**") who shall be responsible and accountable to Hospital for administrative and technical functions, including supervision, selection, assignment and evaluation of Hospital personnel; maintenance of equipment; development of an annual budget; and acquisition of materials, supplies and equipment. In the event of any dispute between the Physician and the Administrative Director regarding their respective administrative responsibilities, such dispute shall be submitted to the Hospital's President and CEO, or his/her designee, whose decision shall be final and binding upon the Parties.

2.4. Space. Hospital shall furnish for the use of Contractor such space as is reasonably necessary, in Hospital's sole discretion, following consultation with the Contractor, for the proper operation of the Facility.

2.5. Equipment. Hospital shall furnish, at its expense, such medical and office equipment as are reasonably necessary, in the sole discretion of Hospital following consultation with Contractor, for the proper operation of the Facility. Hospital shall consult Contractor regarding proposals for the purchase of new equipment. Hospital shall, at its expense, keep and maintain all equipment in good order and repair.

2.6. Supplies. Hospital shall, following consultation with Contractor, purchase such supplies as may be reasonably necessary, in the sole discretion of Hospital, for the proper operation of the Facility.

2.7. Usual Purchasing Practices. The furnishing of the aforementioned equipment and supplies shall be subject to (a) the usual purchasing practices of Hospital in accordance with its budget requirements and (b) obtaining all necessary government approvals, if any. Contractor shall endeavor to submit, for the purpose of budget planning, all requests for equipment and supplies purchases desired during a forthcoming fiscal year at least one hundred and eighty (180) days prior to the beginning of the fiscal year.

2.8. Hospital Services. Hospital shall, at its expense, furnish the Facility with such ordinary janitorial and in-house mail service, telephone, laundry, gas, water, heat and electricity as may, in the Hospital's sole discretion, be required for the proper operation of the Facility. Hospital shall also provide services of such other Hospital departments, including but not limited to, nursing, administrative, accounting, engineering, purchasing and medical records, as are, in the Hospital's sole discretion, reasonably required for the proper operation of the Facility.

2.9. Hospital Personnel. Hospital shall provide the services of nurses, technicians, secretaries, clerical and all other non-physician personnel required for the proper and efficient operation of the Facility. Such personnel shall be employed and directed by Hospital. All salaries, wages, taxes, insurance, workers' compensation insurance, retirement and other fringe benefits, and expenses of any kind incident to their employment shall be and remain the responsibility and obligation of Hospital. Such personnel shall be subject to Contractor's medical supervision only with respect to clinical matters and related training.

3. BILLING AND COMPENSATION

3.1. Administrative Services. Contractor shall, on a monthly basis on or before the fifth (5th) day of each calendar month during the term of this Agreement submit a written invoice to Hospital in the form attached hereto as Exhibit B, or as otherwise required by Hospital, detailing to Hospital's satisfaction the Administrative Services provided by Contractor in accordance with Section 1.3 during the immediately preceding calendar month. In completing the monthly invoice set forth in Exhibit B, or as otherwise required by Hospital, Contractor shall describe the specific Administrative Services activities performed, specify the date(s) on which those activities occurred, and, for each date, record the number of hours spent. Hospital will not accept invoices submitted more than sixty (60) days after the end of the calendar month for which payment for Administrative Services is sought.

In consideration of the Administrative Services provided by or on behalf of Contractor to Hospital under Section 1.3, and expressly conditioned upon Contractor's timely submission to Hospital of the monthly invoice required pursuant to this Section, Hospital shall pay to Contractor and Contractor shall accept as payment in full for the Administrative Services rendered hereunder the sum of Ninety Five Dollars ($95) per hour, not to exceed Two Thousand Eight Hundred Fifty Dollars ($2,850) per month, on or before the twentieth (20th) day of each month for the preceding month's service.

Payment shall be made in the name of Contractor. To ensure that compensation is reported as paid to the proper party, attached hereto as Exhibit C is a completed and executed copy of IRS Form W-9 which identifies the taxpayer identification number for Contractor.

3.2. Conditions for Payment.

3.2.1. Payment of the compensation provided herein is conditioned upon Contractor and Physician (a) timely and fully performing all of the duties and obligations set forth in Section 1 (Contractor and Physician Obligations) above and (b) maintaining such records and supporting documents as may, from time to time, be required to comply with the requirements of governmental agencies and third party payors, including: preparing complete and accurate time records which document separately all time spent providing professional, administrative and teaching services hereunder, in a form acceptable to Hospital; pursuant to 42 CFR section 415.60 and in order to comply with Medicare requirements, executing and updating at such times and on such forms as requested by Hospital, a written allocation statement specifying the respective amounts of time to be spent in furnishing professional, administrative

services to provider, and services which do not fall into either category; and completing or assuring the prompt completion of all patient charts and other written records necessary to be maintained with respect to the Facility, including all Administrative Services provided under this Agreement.

3.2.2. Hospital will not make any payment to Contractor for any Administrative Services rendered prior to the later of the Effective Date or the date of execution of the Agreement by both Parties.

3.3. Changes in Rules and Regulations. The Parties understand that they may have to alter their billing arrangements in order to comply with changing legal requirements or to avoid economically impracticable reimbursement disallowances. The Parties therefore agree, upon written request of either Party, to negotiate in good faith in order to modify this Agreement so as to comply with such legal requirements or to avoid such disallowances. If the Parties cannot reach agreement on such modifications within sixty (60) days after the initial written request, either Party may terminate this Agreement upon thirty (30) days' additional written notice.

4. INDEPENDENT CONTRACTOR

4.1. Independent Contractor. In the performance of the duties and obligations of Contractor hereunder, it is mutually understood and agreed that Contractor, including all Contractor Personnel (as defined in Section 12.2), is at all times acting and performing as an independent contractor, and nothing in this Agreement is intended nor shall be construed to create between (a) Hospital and (b) Contractor or Contractor Personnel an employer/employee, joint venture, agency, lease or landlord/tenant relationship. The standards of medical practice and professional duties of Contractor and Physician shall be determined by the Medical Staff and prevailing professional standards. In furtherance of the independent status of the Parties, Contractor shall not, and shall cause all Contractor Personnel to not, hold itself/themselves out as officers, agents or employees of Hospital. Contractor shall and shall cause all Contractor Personnel to take all reasonable steps to disavow such status or relationship in every instance where a reasonable person might assume that such a relationship exists between the Parties. Contractor shall reimburse or otherwise indemnify Hospital for all costs incurred if Contractor or any Contractor Personnel is held to be an employee or agent of Hospital for any purpose.

4.2. Governmental Challenge. In the event any governmental entity, including without limitation, the Internal Revenue Service, should question or challenge the independent contractor status of Contractor or Contractor Personnel with respect to Hospital and the Administrative Services rendered hereunder, the Parties hereto mutually agree that both Contractor and Hospital shall have the right to participate in any discussion or negotiation occurring with such governmental entity, regardless of who initiated such discussions or negotiations. In the event the governmental entity concludes that an independent contractor relationship does not exist, Hospital may terminate this Agreement immediately upon written notice to Contractor.

4.3. Tax and Benefits. Contractor and Contractor Personnel shall look only to Contractor for setting and administering the terms and conditions of their employment or contract. None of Contractor or Contractor Personnel shall have a claim against Hospital under this Agreement or otherwise for social security benefits, workers' compensation benefits, vacation pay, sick leave, retirement benefits, disability or unemployment benefits, or employee benefits of any kind. Hospital shall not withhold on behalf of Contractor or Contractor Personnel any sums for income tax, unemployment insurance, social security or any other purposes, and all such withholdings or obligations shall be the sole responsibility of Contractor. Contractor shall

indemnify, defend and hold harmless Hospital from any and all loss or liability, if any, arising under this Section 4.3.

5. INSURANCE AND INDEMNIFICATION

5.1. Contractor Insurance.

5.1.1. Coverage Requirements. Contractor, at its sole cost and expense, shall procure and maintain in force throughout the entire term of this Agreement continuous coverage (as defined in Section 5.1.2 below) of policies of professional liability insurance. Without limitation, the professional liability insurance policies shall (i) provide coverage for covered medical incidents, including negligent acts or omissions of Contractor, Physician and any other Contractor Personnel (as defined in Section 12.2) in the performance of professional health care or medical services during its term, (ii) name Contractor, Physician and any other Contractor Personnel as named insureds, (iii) be issued by an insurance company licensed or otherwise qualified to issue professional liability insurance policies or coverage in the State of California and rated A- or better by A.M. Best Rating Agency or be issued by an adequately funded and secured self-insurance trust, and (iv) provide for minimum coverage limits consistent with the requirements of the Hospital's Medical Staff Bylaws, but in no event less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the annual aggregate, and such limits shall apply separately for Contractor, for Physician and for any other Contractor Personnel.

5.1.2. Continuous Coverage. For purposes of this Agreement, the term "continuous coverage" means the maintenance of professional liability insurance during the period commencing as of the Effective Date, continuing during the entire term of this Agreement (including any extensions or renewals hereof) and, if claims-made form of coverage, expiring not less than five (5) years following the expiration or earlier termination of this Agreement (the "**Insurance Period**"). To satisfy the requirement of continuous coverage, if for any reason during the Insurance Period any insurance policy maintained by Contractor pursuant to this Section 5.1 terminates, expires, is cancelled or is not renewed, or if there is a reduction or other change in the amount or scope of any coverage under the policy (whether by action of the insurance company, Contractor, Physician or any other Contractor Personnel), Contractor shall (i) cause a replacement insurance policy meeting the requirements of this Section 5.1 to be in effect as of the effective date of the termination, expiration, non-renewal, cancellation, reduction, or other change of the prior insurance policy, and (ii) purchase either extended reporting coverage (i.e., "tail" coverage) or prior acts coverage (i.e., "nose" coverage). "Tail" coverage must provide for a discovery/reporting period that would extend at least through the end of the Insurance Period, and "nose" coverage must provide coverage at least as of the start of the Insurance Period.

5.1.3. Certificate of Insurance. Contractor shall provide Hospital with certificates of insurance evidencing the insurance policies required by this Section 5.1. Such insurance policy or policies shall also provide for not less than thirty (30) days' prior notice to Hospital of any termination, expiration, non-renewal, cancellation, reduction, or other change in the amount or scope of any coverage(s) required under this Section 5.1. Contractor shall give Hospital not less than sixty (60) days' prior written notice of its intent to cancel such insurance, and agrees promptly to notify Hospital of any other termination, expiration, non-renewal, cancellation, reduction, or other change in the amount or scope of any coverage under the policy, but in no event later than ten (10) days following Contractor's, Physician's or any other Contractor Personnel's receipt of notification of such action. In the event Contractor fails to procure, maintain or pay for the insurance required under this Section 5.1, Hospital shall have the

right, but not the obligation, to obtain such insurance. In that event, Contractor shall reimburse Hospital for the cost thereof, and failure to repay the same upon demand by Hospital shall constitute breach of a material provision of this Agreement.

5.2. Indemnification.

5.2.1. Contractor. Contractor shall defend, indemnify and hold harmless Hospital, its members, directors, officers, employees, and agents from all claims, damages, costs, and expenses (including reasonable attorneys' fees) due to negligence or willful acts or omissions of Contractor (including its directors, officers, employees, agents, Physician, and any other Contractor Personnel, as defined in Section 12.2) arising out of, or in connection with, the performance of this Agreement.

5.2.2. Hospital. Hospital shall defend, indemnify and hold harmless Contractor, its members, directors, officers, employees and agents from all claims, damages, costs, and expenses (including reasonable attorneys' fees) due to negligence or willful acts or omissions of Hospital (including its directors, officers, employees, and agents except Contractor and Contractor Personnel) arising out of, or in connection with, the performance of this Agreement.

5.3. Insurance for Administrative Duties. Hospital, at its sole cost and expense, shall procure and maintain liability coverage from a carrier of its choice in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the annual aggregate covering solely the Administrative Services provided during the term of this Agreement on Hospital premises by Physician pursuant to Section 1.3, and not for professional services or any other patient care/clinical activities. Upon Contractor's request, Hospital shall provide Contractor with certificates of insurance evidencing the coverage. Hospital agrees to give Contractor not less than sixty (60) days' written notice of its intent to cancel such insurance and agrees to promptly notify Contractor in writing of any other cancellation, reduction, or material change in the amount or scope of any coverage under the policy.

6. BOOKS AND RECORDS.

6.1. Medical Records and Claims. Contractor shall and shall cause Physician to maintain financial books and records, and all medical records and charts, in accordance with industry standards, and in compliance with all state and federal laws and regulations, the regulations and requirements of the voluntary accrediting institutions (including, without limitation, Joint Commission) in which Hospital participates, and the Medical Staff Bylaws and Hospital Rules and Regulations. Contractor shall and shall cause Physician to maintain and provide all such books, records and charts to patients and Hospital, and to state and federal agencies, including without limitation the California Department of Corporations and California Department of Managed Health Care (or their successors), as may be necessary for Contractor and/or Hospital to comply with applicable state, federal, and local law and regulation and with contracts between Hospital and third party payors. Contractor shall and shall cause Physician to cooperate with Hospital to complete such claim forms for Facility patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors. Contractor shall and shall cause Physician to retain its/his/her records and information for at least six (6) years after the termination of this Agreement.

6.2. Access to Contractor Books and Records.

6.2.1. Contractor shall and shall cause Physician to, in connection with the subject of this Agreement, cooperate fully with Hospital, by, among other things, maintaining and making available all necessary books, documents and records, in order to assure that Hospital will be able to meet all legal requirements and all requirements for participation and payment associated with private, federal, state, or other public third party payment programs, including without limitation, Section 1861(v)(1)(I) of the federal Social Security Act, as amended.

6.2.1.1. Until the expiration of four (4) years after the furnishing of Administrative Services pursuant to the Agreement, Contractor shall make available to the Secretary of Health and Human Services and the Comptroller General of the United States, or their duly authorized representatives, upon written request of any of them, this Agreement, and all books, documents and records that are necessary to certify the nature and extent of the cost of services hereunder. If Contractor carries out any of the duties of this Agreement through a subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the subcontracting organization shall make available, upon written request to the Secretary or the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

6.2.2. If Contractor is requested to disclose books, documents or records pursuant to this Section, Contractor shall notify Hospital of the nature and scope of such request, and Contractor shall make available, upon written request of Hospital, all such books, documents or records, during regular business hours of Contractor.

7. CONFIDENTIALITY

7.1. Agreement Confidential. This Agreement is personal and confidential between the Parties, and the Parties hereto shall not release information concerning this Agreement to any person without the consent of the other Party, except as permitted herein. This prohibition against release of information shall not prevent the Parties from disclosing the contents of this Agreement to their respective attorneys, and shall not apply to any information required to be released by contracts existing as of the date of this Agreement, or to fiscal intermediaries, public agencies or commissions with government powers and duties related to disclosure of information having the right to compel disclosure of such information, nor to any information otherwise compelled to be released by process of law, nor to any information required to be disclosed to Hospital's representatives or others in connection with Hospital's or DCHS's tax exempt bonds or other financing transactions.

7.2. Medical Staff and Committee Records. All records, files, proceedings and related information of Contractor, Hospital and the Medical Staff and its committees pertaining to the evaluation and improvements of the quality of patient care at Hospital shall be kept strictly confidential by Contractor. Contractor shall not, and shall cause Physician not to, voluntarily disclose such confidential information, either orally or in writing, except as expressly required by law or pursuant to written authorization by Hospital.

7.3. Patient Records. Any and all patient records and charts produced as a result of either Party's performance under this Agreement shall be and remain the property of Hospital. Both during and after the term of this Agreement, Contractor, or its agents, shall be permitted to inspect and/or duplicate, at Contractor's expense, any individual chart or record to the extent necessary to meet its professional responsibilities to such patient(s) and/or to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, provided that

such inspection or duplication is permitted and conducted in accordance with the applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Contractor shall be solely responsible for maintaining patient confidentiality with respect to any information obtained by it, Physician or its agents pursuant to this Agreement.

7.4. Trade Secrets. Contractor acknowledges and shall cause Physician to acknowledge that in connection with its/his/her performance under this Agreement, Contractor and Physician may or will have access to and the use of confidential information and trade secrets (the "**Confidential Information**") of Hospital related to the Facility and its operations which include, but are not limited to, financial statements, internal memoranda, reports, patient lists, and other materials or records of a proprietary nature. In order to protect the Confidential Information, Contractor agrees that neither it nor Physician will, after the date of this Agreement and for so long as any such Confidential Information remains confidential, secret or otherwise wholly or partially protectable, use such information (except in connection with the performance of its/his/her duties hereunder) or divulge the Confidential Information to any third party, without first obtaining the prior written consent of the Hospital President and CEO or his/her designee.

8. COMPLIANCE WITH HOSPITAL STANDARDS

8.1. Ethical Principles, Policies and Practices. Hospital and any service or activity operated or sponsored by it, including the services and activities of the Medical Staff, are governed by the Ethical and Religious Directives for Catholic Health Care Services, as approved by the National Conference of Catholic Bishops and as the same may be updated and revised (the "**Directives**"). Throughout the term of this Agreement, the Directives shall govern performance of Contractor's obligations hereunder, and no activities or procedures that are contrary to the Directives shall be permitted or performed by Contractor or Physician within Hospital's facilities.

8.2. Corporate Responsibility Program. Contractor expressly agrees and shall cause Physician to expressly agree that Hospital's Corporate Responsibility Program, as adopted and amended from time to time (the "**Compliance Program**"), shall be incorporated herein and made a part of this Agreement. Contractor shall and shall cause Physician to comply with such Compliance Program at Contractor's sole cost and expense. Without limiting the foregoing commitment to comply with Hospital's Compliance Program, Contractor agrees that:

8.2.1. Contractor shall and shall cause Physician to comply with all applicable federal and state laws and regulations;

8.2.2. Contractor shall and shall cause Physician to cooperate with Hospital corporate compliance audits, reviews and investigations which relate to Contractor and/or any of the Administrative Services provided by Contractor or Physician under this Agreement (including, without limitation, providing any and all Contractor documents and/or information with respect to Contractor, Physician and Contractor activities under this Agreement);

8.2.3. If requested by Hospital, Contractor shall and shall cause Physician to participate in corporate compliance-related seminars and educational programs sponsored by Hospital; and

8.2.4. Contractor shall and shall cause Physician to comply with and not do or cause to be done any act or omission which in any way conflicts with or violates the standards of conduct (the "**Standards of Conduct**") which are part of Hospital's Compliance Program.

8.3. Acknowledgement. Contractor hereby acknowledges that (a) it has received copies of the Directives, a description of the Compliance Program titled "Essential Characteristics of the Daughters of Charity Health System Corporate Responsibility Program, and the Standards of Conduct, each attached hereto as Exhibit D, and (b) Contractor and Physician has been given ample opportunity to read and review these copies.

8.4. Deficit Reduction Act. In compliance with Section 6032 of the Deficit Reduction Act of 2005, Hospital shall provide Contractor with access to Hospital's policies detailing California and federal false claims laws, including but not limited to the False Claims Act, and regulations, including whistleblower protections and penalties, and Hospital's policies and procedures for detecting and preventing fraud, waste, and abuse (available at http://stfrancis.dochs.org/about-us/deficit-reduction-act-policies/), and Contractor agrees and shall cause each Physician to agree to abide by such policies in connection with the provision of services under this Agreement.

9. COMPLIANCE WITH LAWS

9.1. Generally. Contractor shall comply and shall cause Physician to comply with all applicable laws, rules and regulations of all governmental authorities and accrediting agencies having jurisdiction over Hospital, physicians, allied health professionals and/or this Agreement, including Medicare and Medi-Cal laws, rules and regulations and all hospital and professional licensure and reimbursement laws, regulations, rules and policies.

9.2. Nondiscrimination. Contractor shall not and shall cause Physician not to differentiate or discriminate in the provision of medical services to patients due to race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, physical handicap, medical condition, medical history, genetics, evidence of insurability, or claims history, in violation of any applicable state, federal or local law or regulation, or the rules and regulations of Hospital with respect to such matters.

9.3. Anti-Referral Laws. Nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patient to Hospital. Any consideration specified in this Agreement is consistent with what the Parties reasonably believe to be fair market value for the Administrative Services provided. Contractor acknowledges and shall cause Physician to acknowledge that it/they are subject to and must comply with certain federal and state laws governing referral of patients, as may be in effect or amended from time to time, including but not limited to:

9.3.1. Payments for referrals or to induce the referral of patients (Cal. Business and Professions Code Section 650; Cal. Labor Code Section 3215; and the Medicare/Medicaid Fraud and Abuse Law, Section 1128B of the Social Security Act; and all implementing regulations); and

9.3.2. The referrals of patients by a physician for certain designated health care services to an entity with which the physician (or his/her immediate family) has a financial relationship (Cal. Business and Professions Code Sections 650.01 and 650.02; Cal. Labor Code Sections 139.3 and 139.31; and Section 1877 of the Social Security Act; and all implementing regulations).

9.4. Disclosure of Interests.

9.4.1. In order to permit compliance with federal anti-referral statutes and regulations, as amended from time to time, Contractor shall and shall cause Physician to provide Hospital upon execution of this Agreement with information sufficient to disclose any ownership, investment or compensation interest or arrangement of Contractor, Physician, or any of Physician's immediate family members, in any entity providing "designated health services," as that term is defined in the statutes and regulations. This provision is not intended to reallocate any disclosure or reporting requirements imposed upon Contractor or Physician under any governmental program to Hospital, or to create an assumption of such disclosure obligations on the part of Hospital, and Contractor acknowledges that it and Physician shall have the sole responsibility to fulfill any such federal and/or state reporting requirements.

9.4.2. Contractor shall immediately inform Hospital of any other arrangements that may present a conflict of interest or materially interfere with Contractor's or Physician's performance of its/his/her duties under this Agreement. Hospital may exercise its right to terminate this Agreement under Section 10.2.2 or to suspend this Agreement under Section 10.3.1 if Contractor or Physician pursues or engages in conduct that does constitute a conflict of interest or that materially interferes with (or is reasonably anticipated to interfere with) Contractor's or Physician's performance under this Agreement.

9.5. Privacy and Confidentiality.

9.5.1. Both Parties shall comply with all federal and state laws governing the confidentiality and privacy of patient health information, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, and the Health Information Technology for Economic and Clinical Health Act and implementing regulations (collectively, "**HIPAA**"). In addition, Contractor shall and shall cause Physician to comply with Hospital and Medical Staff policies and procedures regarding patient privacy and confidentiality.

9.5.2. In providing Administrative Services under this Agreement, Contractor and Physician may have access to Protected Health Information (as defined by HIPAA) of a Hospital patient who is not also a mutual patient of Contractor or Physician, resulting in Contractor serving as a Business Associate (as defined by HIPAA) of Hospital. The Parties agree to enter into a Business Associate Agreement, attached hereto as Exhibit E and incorporated herein, which sets forth the requirements for the potential use or disclosure of, and access to, Protected Health Information with respect to such arrangements.

9.6. Changes in Law. In the event there are any changes in Medi-Cal or Medicare requirements, Joint Commission accreditation guidelines or requirements, federal or state tax exemption requirements, and/or substantial changes under other public or private health and/or hospital care insurance programs or policies which may have a material effect on the Hospital's operations, Hospital may elect to renegotiate this Agreement. Hospital shall indicate the basis upon which it has determined that such a material impact on its operations may result. In any case where such notice is provided, both Parties shall negotiate in good faith during the thirty (30) day period thereafter in an effort to develop a revised Agreement, which, to the extent reasonably practicable, will adequately protect the interests of both Parties in light of the changes which constituted the basis for the exercise of this provision.

10. TERM AND TERMINATION

10.1. Term. This Agreement shall commence on the Effective Date and shall expire on July 31, 2016, unless sooner terminated or extended as otherwise provided in this Agreement. This Agreement may be renewed by mutual written agreement of the Parties. Notwithstanding the expiration of the stated term of this Agreement, all terms and conditions of this Agreement shall remain effective, in force and applicable in full for an additional period during which the Parties' mutual intent to continue this Agreement is manifested by their conduct, including, but not limited to, the continued performance of services hereunder and payment of consideration for such services in accordance with the terms of Section 3 of this Agreement. In no event, however, shall the term of this Agreement exceed three (3) consecutive years.

10.2. Termination of Agreement. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated upon any of the following:

10.2.1. Without Cause. Either Party may terminate this Agreement, without cause or penalty, by giving no less than sixty (60) days' written notice to the other Party. In the event of such termination, the Parties shall not enter into another agreement with each other for the same Administrative Services as are provided hereunder for a period of one (1) year after the later of the initial Effective Date or the effective date of the most recent amendment to this Agreement.

10.2.2. For Breach. Either Party may terminate this Agreement in the event of the other Party's breach hereof by giving thirty (30) days' prior written notice of the general nature of such breach. Notwithstanding the foregoing, this Agreement shall not terminate in the event that the breaching Party cures the breach, to the satisfaction of the non-breaching Party, within fifteen (15) days of the receipt of such notice. Without limitation, any failure to provide the Administrative Services in accordance with Section 1 or to maintain compliance with the provisions of Sections 5, 6, 7, 8 and 9 shall constitute a material breach of this Agreement.

10.2.3. Immediately. Notwithstanding the foregoing, Hospital may terminate this Agreement immediately by giving written notice to Contractor, upon the occurrence of any one or more of the following events:

10.2.3.1. Hospital determines in good faith that any aspect of the performance by or on behalf of Contractor or Physician hereunder endangers patient safety or will subject Hospital to ill repute.

10.2.3.2. Contractor or Physician fails to maintain compliance with all of the qualifications, covenants, provisions, representations and warranties set forth in Sections 1.2, 5, 8 and 9.

10.2.3.3. Contractor or Physician is convicted of a crime punishable as a felony or involving moral turpitude.

10.2.3.4. Contractor (a) commences a voluntary case under the Bankruptcy Code, (b) has filed against it a petition commencing an involuntary case under the Bankruptcy Code that shall not have been dismissed within sixty (60) days after the date on which such petition is filed, (c) seeks relief as a debtor under any applicable law, other than the Bankruptcy Code, of any jurisdiction relating to the liquidation or reorganization of debtors or to the modification or alteration of the rights of creditors, or consents to or acquiesces in such relief, (d) has entered against it an order by a court of competent jurisdiction (i) finding it to be bankrupt or insolvent, (ii) ordering or approving its liquidation or reorganization as a debtor or any modification or alteration of the rights of its creditors or (iii) assuming custody of, or appointing a receiver or other custodian for, all or a substantial portion of its property, (e) makes

an assignment for the benefit of, or enters into a composition with, its creditors, or appoints, or consents to the appointment of, or suffers to exist a receiver or other custodian for, all or a substantial portion of its property, or (f) any similar occurrence reasonably indicating an imminent inability to perform substantially all of its duties under this Agreement.

10.2.3.5. Physician dies or becomes unable to provide Administrative Services for a period in excess of thirty (30) consecutive days, or thirty (30) days in the aggregate over any three (3) month period.

10.2.4. In the event the Parties are unable to develop a revised Agreement in accordance with Sections 3.3 or 9.6, either Party may elect to terminate this Agreement upon thirty (30) days' written notice to the other Party.

10.2.5. In the event Facility is eliminated or there is a material change in service levels of the Facility during the term of this Agreement, Hospital shall provide Contractor with notice of such change in services, and the Parties shall promptly meet and confer to negotiate in good faith revised terms to this Agreement that are mutually agreeable and practicable to permit the continued provision of necessary Administrative Services in the Facility. If such negotiations fail to result in mutually satisfactory amendment within forty-five (45) days of Contractor's receipt of notice provided hereunder, either Party may thereupon terminate this Agreement by providing thirty (30) days' notice of termination to the other.

10.2.6. In the event legal counsel for either Party advises that this Agreement or any practices which could be, or are, employed in exercising rights or providing Administrative Services under this Agreement pose a material risk of violating any legal requirements, including without limitation those referenced in Section 9 or any legal requirement related to Hospital's tax-exempt status or tax-exempt bond financing, the Parties in good faith shall undertake to revise this Agreement, in accordance with Section 12.11, to comply with such legal requirements. In the event the Parties are unable to agree upon the revised terms within thirty (30) days thereafter, either Party may terminate this Agreement immediately upon written notice to the other.

10.2.7. Effect of Termination.

10.2.7.1. Upon expiration or termination of this Agreement, neither Party shall have any further obligation hereunder except for (a) obligations due and owing which arose prior to the date of termination and (b) obligations, promises, or covenants contained herein which expressly extend beyond the term of this Agreement.

10.2.7.2. Upon expiration or termination of this Agreement, and upon Hospital's request, Contractor, including Physician, shall immediately vacate the Hospital and the Facility premises, removing at such time any and all of Contractor's personal property. Hospital may remove and store, at Contractor's expense, any personal property that has not been so removed.

10.2.7.3. Following the expiration or termination of this Agreement, Contractor shall not and shall cause Physician not to do anything that might interfere with any Hospital efforts to contract with any other individual or entity for the provision of services or to interfere in any way with any relationship between Hospital and any entity or person who may replace Contractor.

10.2.7.4. Termination of this Agreement by Hospital shall not provide Contractor or Physician the right to a fair hearing or the other rights more particularly set forth in the Medical Staff Bylaws.

10.3. Suspension of Agreement.

10.3.1. Hospital may suspend this Agreement (i) in order to permit Hospital, its employees and agents to conduct any review of any ethical, clinical, compliance-related, quality- or patient care-related matter; or (ii) in lieu of termination of this Agreement under Section 10.2, for any reason provided under Sections 10.2.2 or 10.2.3.

10.3.2. Suspension of the Agreement shall take effect upon Contractor's receipt of written or oral notice. If notice of suspension is given orally, Hospital shall confirm oral notice promptly in writing. Suspension shall remain in effect until the rights and duties of Contractor under this Agreement are reinstated by Hospital by written notice to Contractor. If the Agreement remains suspended for sixty (60) consecutive days, the suspension shall be treated as the termination of the Agreement without cause for all purposes of this Agreement.

10.3.3. Effect of Suspension.

10.3.3.1. Any period of suspense pursuant to this Section 10.3 shall be referred to as a "**Suspension Period.**"

10.3.3.2. During the Suspension Period, Hospital shall be relieved of all of its duties and obligations under this Agreement, including, without limitation, any obligation to make payment for services rendered by Physician or Contractor Personnel (as defined in Section 12.2) or to make available any Facility space, supplies or support staff to Physician or Contractor Personnel.

10.3.3.3. In the event that Hospital determines, in its sole discretion, to terminate the Suspension Period and reinstate this Agreement, Hospital shall have no obligation to pay Contractor any amounts that would have been owed under this Agreement (for services rendered by Physician or Contractor Personnel during the Suspension Period) had there been no Suspension Period.

10.4. Set-off. In the event of any breach of Section 1.18 above, Hospital may set-off and apply any compensation otherwise due to Contractor hereunder to cure any monetary defaults of Contractor under other agreements. This set-off right is in addition to other Hospital remedies set forth herein.

10.5. Damages Upon Termination or Suspension. In the event of any breach, suspension or termination of this Agreement by Hospital that is determined to be improper by a court of competent jurisdiction or by a binding arbitration award, Contractor shall accept monetary damages, if any, as full and complete relief, to the exclusion of any injunctive or similar relief.

10.6. Survival. The provisions of Sections 1.10, 1.14, 1.15, 1.17, 3, 5, 6.2, 7, 8.2, 10.2.7, 10.4, 10.5, 10.6, and 11 shall survive the expiration or termination of this Agreement.

11. DISPUTE RESOLUTION

11.1. Special Meeting. Except as set forth in Section 11.6 below, in the event of any dispute or disagreement between the Parties with respect to this Agreement, either Party may

request in writing a special meeting for the resolution of the dispute (a "**Special Meeting**"). The Special Meeting shall be held at a mutually agreeable location within ten (10) days of a written request for the meeting, which request shall specify the nature of the dispute to be resolved. The Special Meeting shall be attended by representatives of both Parties (who may or may not be accompanied by legal counsel, in their respective discretion), who shall attempt in good faith to resolve the dispute and shall have reasonable authority to do so.

11.2. Mediation. If a dispute has not been resolved within thirty (30) days after the date of the Special Meeting or within forty-five (45) days of the written request for the Special Meeting, either Party may initiate mediation of the dispute by sending a written request for mediation to the other Party. The Parties shall meet to jointly select an independent and neutral person qualified to act as a mediator. The mediation proceeding shall commence not more than thirty (30) days after the written request for mediation. The mediation shall be attended by representatives of both Parties (who may or may not be accompanied by legal counsel, in their respective discretion), who shall attempt in good faith to resolve the dispute and shall have reasonable authority to do so.

11.3. Arbitration. If the Parties are unable to reach a mutually acceptable resolution to the dispute within thirty (30) days following an initial mediation conference or within sixty (60) days following the written request for mediation, the matter shall be submitted to arbitration. Either Party may commence arbitration by giving a written notice to the other Party demanding arbitration. There shall be one (1) impartial arbitrator, who shall be experienced in mediation and arbitration and knowledgeable regarding the health care/health related services industry. The Parties shall meet to jointly select a single arbitrator to serve in the matter of dispute resolution. If the Parties cannot reach agreement as to a mutually acceptable arbitrator within ten (10) days after the demand to arbitrate is made, they shall request that an arbitrator be chosen by JAMS/Endispute, Inc.

11.4. Hearing. The arbitration process shall consist of an adversary hearing and each Party shall have the right to call and cross-examine witnesses under oath and to introduce oral and documentary evidence. The decision of the arbitrator shall be final and binding. The arbitration hearing shall take place at a location mutually agreed upon by the Parties, and shall be governed by the rules of Section 1280 et seq. of the California Code of Civil Procedure.

The arbitration shall be held within sixty (60) days after the appointment of the arbitrator, and in no event shall the taking of evidence before the arbitrator commence more than six (6) months following the date of the written demand for arbitration. In the event that the taking of evidence before the arbitrator does not commence within this time period, the Party demanding arbitration shall be able to pursue all legal remedies, including without limitation bringing an action regarding the dispute in a court of law.

11.5. Good Faith Finding. The arbitrator, in addition to resolving the dispute, shall make a finding whether the Parties to the arbitration acted in good faith. If the Parties are found by the arbitrator to have acted in good faith, both Parties shall equally share in the expenses and fees of the arbitration. However, if one Party is found not to have acted in good faith, that Party alone will bear the expenses and fees of the arbitration, including attorneys' fees for both Parties.

11.6. Injunctive Relief. Notwithstanding the provisions of this Section 11 and except as provided in Section 10.5 above, each of the Parties hereto shall have the right to apply for and obtain a temporary restraining order or other temporary, interim or permanent injunctive or equitable relief from a court of competent jurisdiction in order to enforce the provisions of any part of this Agreement as may be necessary to protect its rights under those Sections.

11.7. Costs. In the event a court action is brought to enforce or interpret any part of this Agreement, the prevailing Party shall be entitled to recover as an element of its costs of suit, reasonable attorneys' fees, as determined by the court.

12. MISCELLANEOUS PROVISIONS

12.1. Notices. Written notice required under this Agreement shall be delivered personally or sent by United States registered or certified mail, postage prepaid and return receipt requested, and addressed or delivered to the Parties at the following addresses (or such address as may hereafter be designated by a Party by written notice thereof to the other Party):

Contractor	**Hospital**
Harding G. Young, M.D. Harding G. Young, M.D., Inc. 3628 East Imperial Highway, Suite 302 Lynwood, CA 90262	President and Chief Executive Officer St. Francis Medical Center 3630 East Imperial Highway Lynwood, CA 90262

12.2. Obligations of Contractor Personnel. All obligations and prohibitions imposed on Contractor pursuant to this Agreement are equally applicable to Physician, Assistant Medical Director and to any other physician, partner, shareholder, associate, employee or contractor (collectively referred to as the "**Contractor Personnel**") engaged, retained, employed or contracted by Contractor to assist in the performance of this Agreement. Contractor shall require all Contractor Personnel to comply with all terms and conditions of this Agreement. Upon Hospital's request, Contractor shall obtain from each of the Contractor Personnel a written acknowledgment and agreement to be bound by the terms and conditions of this Agreement in such form as may be required by Hospital.

12.3. Other Agreements. Hospital and Contractor acknowledge and agree that this Agreement and any other agreement or arrangement between (a) Hospital and (b) Contractor, Physician or any immediate family member of Physician shall be cross-referenced to a master list(s) of contracts that is centrally maintained and updated by Hospital. For the purposes of this Section, "immediate family member" means a husband or wife; birth or adoptive parent, child or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild.

12.4. Incorporation of Exhibits. All schedules, exhibits, addenda, and recitals referred to in this Agreement are an integral part of this Agreement and are incorporated in full into this Agreement by this reference.

12.5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of California, without regard to conflict of law rules.

12.6. Force Majeure. Neither Party shall be liable or be deemed in default of this Agreement for any delay or failure to perform caused by Acts of God, war, acts of terrorism, disasters, strikes, or any similar cause beyond the control of either Party.

12.7. Catastrophe. In the event that Hospital facilities shall be partially damaged or destroyed by fire, earthquake or other catastrophe, and such damage is sufficient to render the facilities untenantable but not entirely or substantially destroyed, this Agreement may be

suspended by Hospital until such time as Hospital determines that the premises or the facilities shall again be tenantable. In the event Hospital determines that Hospital facilities have been entirely or substantially destroyed by fire, earthquake, or other catastrophe, this Agreement may be terminated by either Party upon ten (10) days' written notice to the other; or, in the alternative, this Agreement shall be suspended until such time as Hospital shall erect or otherwise acquire new facilities with accommodations substantially similar to those provided herein for the use of Facility, in the event that Hospital gives written notice to Contractor that it shall erect or otherwise acquire facilities. Nothing in this Agreement shall obligate Hospital to erect or otherwise acquire such facilities.

12.8. Tax Exempt Financing. Notwithstanding anything in this Agreement to the contrary, in the event that the Hospital uses the proceeds of tax-exempt financing, this Agreement shall be amended as may be necessary in order for Hospital to comply with the requirements of such financing so that the services provided under this Agreement are not considered "private activity use" under the Internal Revenue Code. Immediately upon request by Hospital, Contractor shall execute any and all such amendments presented by Hospital and shall return promptly said executed original amendments to Hospital.

12.9. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the Parties.

12.10. Assignment and Delegation. Contractor shall not assign or delegate any of its rights or obligations under this Agreement, and any such assignment or delegation is expressly prohibited and shall be void. Subject to the prohibition contained in this paragraph, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties hereto. Hospital, in its sole and absolute discretion, shall have the right at any time to assign, delegate or in any manner transfer all or any portion of its interests, obligations or duties under this Agreement to any person, group or entity without the consent of Contractor.

12.11. Amendment. This Agreement may be amended at any time by mutual agreement of the Parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the Parties.

12.12. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the Parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement. This Agreement supercedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the Parties hereto with respect to the subject matter of this Agreement.

12.13. Captions. Any captions or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

12.14. Cumulation of Remedies. The various rights, options, elections, powers, and remedies of the respective Parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said Parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

12.15. No Third Party Rights. The Parties do not intend the benefits of this Agreement to inure to any third person not a signatory hereto. Notwithstanding anything contained herein, or any conduct or course of conduct by any Party hereto, before or after signing this Agreement, this Agreement shall not be construed as creating any right, claim or cause of action against either Party by any person or entity not a Party to this Agreement.

12.16. Counting Days. If the day for performance of any obligation under this Agreement is a Saturday, Sunday, or legal holiday (within the meaning of California Civil Code Section 7), then the time for performance of any obligation under this Agreement shall be extended to 5:00 p.m. on the first business day following such Saturday, Sunday, or legal holiday.

12.17. Construction of Agreement. The Parties agree that each Party and its counsel have fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendment hereto or exhibit herein or therein.

12.18. Waiver. No delay or omission by either Party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future. Any waiver of any terms and conditions hereof must be in writing, and signed by the Parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

12.19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

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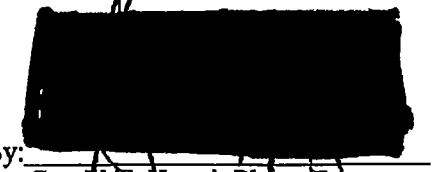
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives effective as of the date first above written.

ST. FRANCIS MEDICAL CENTER



By: _____
Gerald T. Kozai, PharmD

Its: President and Chief Executive Officer

HARDING G. YOUNG, M.D., INC.

By: _____
Harding G. Young, M.D., Inc.

Its: President

EXHIBIT A

DESCRIPTION OF SERVICES

ADMINISTRATIVE SERVICES

Contractor shall cause Physician to:

1. Participate in patient care conferences; provide input into development, implementation, and evaluation of the patient plan of care and serve as a liaison with attending physicians related to the Facility as needed.
2. Advise and consult with Hospital regarding supplies, equipment, maintenance and environmental needs regarding the Facility.
3. In conjunction with Hospital's Medical Staff, establish and maintain practice standards to monitor the quality of care provided in the Facility.
4. Participate in the development and implementation of a plan of quality assurance for the Facility, which provides for continuous education of Facility's personnel.
5. Make recommendations concerning Facility staffing.
6. Serve as a member of and liaison to the Medical Staff; serve on appropriate Medical Staff committees and act as educational consultant to attending physicians who are interested in the services offered by the Facility.
7. Educate and consult with the Facility staff and volunteers.
8. Assist in compliance with all applicable legal requirements and accreditation standards as such laws and standards apply to the medical aspects of the Facility's operations.
9. Assist in the orientation, education, and in-service training of all hospital personnel and medical staff engaged for the operation and conduct of the Facility.
10. Provide input to the Vice President of Patient Care Services/CNO regarding future plans.
11. Assist in community outreach efforts and Medical Staff education.
12. Perform such other services as are mutually agreed upon by the parties.
13. Provide leadership and direction for attending staff related to all SNF quality and regulatory requirements.
14. Assist in Facility's compliance audits and action plans as indicated.
15. Participate in strategic initiatives, data analysis, plans and evaluation of process improvements aimed at best performance of CMS's five-star quality rating for Nursing Home Compare publicly reported data.
16. Provide an annual evaluation, in writing in collaboration with SNF leadership, to Hospital administration outlining (i) the Facility's strategic goals in the prior year in the areas of (a) quality, (b) patient safety, and (c) improved efficiency; (ii) the outcomes of each strategic goal; (iii) the actions proposed to address any goals not met; and (iv) the goals and objectives annually.

PERFORMANCE STANDARDS

Contractor shall cause Physician to:

1. Support Medical Staff compliance with SNF Medicare certification and recertification (100%), informed consent for psychotropics (100%), and reasons provided for medication orders (≥80%) to ensure compliance.
2. Attend 100% of quarterly SNF QA/QI meetings, arranged in advance and in coordination with Medical Director's schedule.

3. Intervene within 24 hours of notification on issues related to Medical Staff performance including but not limited to: failure of physicians to round per hospital rules and regulations, evaluation of physician practice quality, and utilization review.

Table A	
Performance Standard	***Target***
Support Medical Staff compliance with SNF certification and recertification, informed consent for psychotropics, and reasons provided for medication orders	100% compliance with Medicare certification/recertification within timeframe 100% compliance with informed consent documented for psychotropic medications ordered ≥80% compliance with reasons on medication orders
Attend quarterly SNF QA/QI meetings, arranged in advance and in coordination with Medical Director schedule	100% attendance at SNF quarterly meetings
Intervene on issues related to Medical Staff performance including but not limited to: failure of physicians to round per hospital rules and regulations, evaluation of physician practice quality, and utilization review.	100% compliance within 24 hours of notification

EXHIBIT B

MEDICAL DIRECTOR INVOICE/TIME SHEET FORM

The following services were provided by **Harding G. Young**, M.D. ("**Physician**") on behalf of Harding G. Young, M.D., Inc. ("**Contractor**") during the month of _____ (date and year). *Use as many sheets as necessary.*

	Services Provided (please list specific activity performed)	**Date**	**Hours**
1.	Hospital Staff Education & Training		
	_____	_____	_____
	_____	_____	_____
2.	Clinical Supervision		
	_____	_____	_____
	_____	_____	_____
3.	Quality Improvement Activities (committees, case review, etc.)		
	_____	_____	_____
	_____	_____	_____
4.	Administration Activities		
	_____	_____	_____
	_____	_____	_____
5.	Community Education		
	_____	_____	_____
	_____	_____	_____
6.	Medical Management Activities		
	_____	_____	_____
	_____	_____	_____
7.	Compliance Activities		
	_____	_____	_____
	_____	_____	_____
8.	Other		
	_____	_____	_____
	_____	_____	_____

I certify to the best of my knowledge that the activities described above are directly related to the administrative services agreement that I have with the hospital and that I have not billed the Medicare program separately for any of the duties and responsibilities described above.

Harding G. Young, M.D., Inc.

By: _____ Total Hours_____

Approved by:

Hospital Representative___ _____ Date_____

EXHIBIT C

EXECUTED IRS FORM W-9

TAXPAYER IDENTIFICATION NUMBER

See attached.

EXHIBIT D

ETHICAL AND RELIGIOUS DIRECTIVES FOR CATHOLIC HEALTH CARE SERVICES

AND

ESSENTIAL CHARACTERISTICS OF THE DAUGHTERS OF CHARITY HEALTH SYSTEM CORPORATE RESPONSIBILITY PROGRAM

AND

STANDARDS OF CONDUCT

See attached.

ESSENTIAL CHARACTERISTICS OF THE DAUGHTERS OF CHARITY HEALTH SYSTEM CORPORATE RESPONSIBILITY PROGRAM

The DCHS CRP will have the following characteristics:

1. Require proactive guidance, self-review, monitoring, auditing and reporting.

   Each organization is to be proactive in the area of corporate compliance. Each Local Health Ministry will develop, implement and maintain a Corporate Responsibility Plan (Plan) to carry out the requirements of the DCHS Corporate Responsibility and Conflicts of Interest Policy. The Local Health Ministry's Plan will provide guidance through the development of standards of conduct and procedures to be followed in identified risk areas and will provide for self-review and audit to detect and report illegal activity.

2. Require good faith effort to comply with law and regulations.

   Each Local Health Ministry is expected to comply with federal, state and local laws and regulations. With the proliferation of a myriad of laws and regulations in the health care field, coupled with increased governmental scrutiny, inadvertent non-compliance can expose the health ministry to civil and criminal fines and penalties. By providing a focus and education on compliance with laws and regulations that impact the health ministry in risk-sensitive areas, the Plan helps demonstrate the exercise of appropriate due diligence and a good faith effort to comply.

3. Require commitment of high-level personnel.

   The Corporate Responsibility Plan (Plan) will only be effective in accomplishing its goals and objectives as the level of commitment made by the organization's board of directors, president/CEO and executive management. Each Local Health Ministry will assign a high level executive responsible to oversee the implementation and operation of the Plan, and be accountable to its president/CEO for corporate compliance.

4. Heighten awareness and sensitivity to high-risk areas through education and communication.

   Through an initial and ongoing environmental assessment/risk analysis, high risk areas will be identified that need to be addressed in the Plan. Upon inclusion in the Plan, the education and communication procedures in the Plan will heighten the awareness of and the sensitivity to these areas throughout the Local Health Ministry, which will help facilitate compliance.

5. Be complementary, not duplicative, of existing policies, standards and guidelines.

   The CRP has been designed to complement, not duplicate, other DCHS policies. Because of the importance placed on corporate compliance, DCHS believes that it merits a separate policy and plan, with specifically identified focus and accountabilities.

Daughters of Charity Health System

STANDARDS OF CONDUCT ATTESTATION

Daughters of Charity Health System (DCHS) is committed to carrying out our health care ministry in a manner consistent with the DCHS Mission and Values. In accordance with the DCHS Vincentian Values, each of us is called to embody: Respect, Compassionate Service, Simplicity, Advocacy for the Poor, and Inventiveness to Infinity.

The following Standards of Conduct are a practical extension of the DCHS Vincentian Values. They describe expectations for conduct necessary to promote and protect the integrity of DCHS. We are expected to act in a manner consistent with these standards.

Each of us is accountable for our own actions, and we must also hold each other accountable for adherence to the Standards of Conduct. We are encouraged to report violations of the Standards of Conduct and are protected from retaliation.

Quality of Care: DCHS is committed to providing competent and compassionate care, respecting and safeguarding the dignity of the patient, and allowing patient access to all medical and ethical information necessary to make decisions about their care. A central focus of DCHS in meeting patient needs is serving the whole person in his or her spiritual, intellectual, emotional, and physical dimensions. Care will be provided in a safe and positive environment, free of disruptive, disrespectful, discourteous, and unethical behavior.

Laws and Regulations: DCHS will operate in accordance with all laws and regulations. In our work, these laws and regulations apply to areas such as patient referrals, employment, physician relationships, billing and payment practices, discount arrangements, lobbying, political contributions, the environment, health and safety, and dealings with payers and regulatory agencies.

Human Resources: DCHS maintains a work environment where we treat each other with honesty and respect. We are expected to perform our duties with care, compassion, and courtesy in a lawful and ethical manner. Disruptive, offensive, harassing, disrespectful, and unethical behaviors are unacceptable and will be addressed.

Business and Ethics: DCHS is committed to ethical business conduct and integrity, including the *Ethical and Religious Directives for Catholic Health Care Services*. We must represent DCHS accurately and honestly and must not do anything that purposely defrauds anyone, including other companies or the government, of money, property, or services. Recordkeeping and billing for services provided to patients must be complete, accurate, timely, and lawful.

Confidentiality: In keeping with various laws, regulations, professional ethical guidelines, and the *Ethical and Religious Directives for Catholic Health Care Services*, we must maintain the confidentiality of medical records and other patient information. We are also expected to keep information, regarding our colleagues and the proprietary business practices of the organization, confidential.

Conflict of Interests: We are expected to act in the best interests of DCHS and the patients we serve. We may not use our positions to profit personally or to assist others in profiting in any way at the expense of the organization. In any situation where outside interests conflict with those of the organization, the conflict must be disclosed in accordance with organizational policy.

Responsible Stewardship: DCHS is committed to preserving and protecting our organization's assets by making prudent and effective use of its resources. DCHS encourages innovative, cost-effective business decisions and strives to eliminate wasteful practices.

I have read the Standards of Conduct. I understand I am expected to follow the Standards of Conduct in my work, with DCHS, at all times. If I have any questions or concerns regarding the Standards of Conduct, I can contact the Corporate Responsibility Officer or the Values Line at ***1-800-371-2176*** *or* ***www.dchsValuesLine.org.***

Date: 8/1/14 **Print Name:** Harding & Youngs

Title:

Signature: [redacted] **Company Name:**

AMENDMENT NO. 4 TO AMENDED AND RESTATED MEDICAL DIRECTOR AGREEMENT SKILLED NURSING FACILITY (SNF)

This Amendment No. 4 ("**Amendment**") to the Amended and Restated Medical Director Agreement Skilled Nursing Facility (SNF) Agreement dated August 1, 2014, between St. Francis Medical Center and Harding G. Young, M.D., Inc. (the "**Agreement**") is made and entered into effective as of February 1, 2019 (the "**Amendment Effective Date**") by and between St. Francis Medical Center, a California nonprofit public benefit corporation ("**Hospital**"), and Harding G. Young, M.D., Inc., a California Professional Corporation ("**Contractor**").

Hospital and Physician hereby agree as follows:

1. Without Cause. Subsection 10.2.1 shall be deleted in its entirety and replaced with the following: Either party may terminate this Agreement at any time, without cause, by providing no less than thirty (30) days' written notice to the other party.

2. Extension of Expiration Date of Term. Section 10.1 of the Agreement is hereby amended to extend the term of the Agreement through January 31, 2020.

3. Defined Terms. Capitalized terms used in this Amendment but not defined herein shall have the meanings set forth in the Agreement. All references in the Agreement to the Agreement shall mean the Agreement, as amended by this Amendment.

4. Headings. The headings in this Amendment have been included solely for reference and are to have no force or effect in interpreting its provisions.

5. Original Signature. This Amendment and any facsimile signatures thereon shall be construed as an original document, and shall constitute the required signature to bind the parties herein.

6. Counterparts. This Amendment may be executed in counterparts, any of which need not contain the signature of more than one party, but all of which taken together shall be one and the same agreement.

7. Miscellaneous. Except to the extent specifically amended hereby, the provisions of the Agreement shall remain unmodified and the Agreement as amended hereby is confirmed as being in full force and effect.

IN WITNESS WHEREOF, Hospital and Physician have caused this Amendment to be executed by their respective duly authorized representatives effective as of the Amendment Effective Date.

Hospital:
St. Francis Medical Center

By: [redacted]
Eleanor Ramirez
Its: President and Chief Executive Officer

Physician:
Harding G. Young, M.D.

By: [redacted]
Harding G. Young, M.D.
Its: President

Notice of Proposed Submission and Request for Consent by:

SETON MEDICAL CENTER, ST. FRANCIS MEDICAL CENTER, AND ST. VINCENT MEDICAL CENTER

in Connection with its Asset Purchase Agreement

with

STRATEGIC GLOBAL MANAGEMENT, INC.

NELSON HARDIMAN
HEALTHCARE LAWYERS

Prepared for the Office of the Attorney General

California Department of Justice
Charitable Trusts Division

May 7, 2019

Binder 7 of 13

2C

MEDICAL DIRECTOR AGREEMENT

FOR

BIOETHICS PROGRAM

between

ST. FRANCIS MEDICAL CENTER

and

HARDING G. YOUNG, M.D., INC.

May 5, 2017

LIST OF EXHIBITS

Exhibit A	Description of Services
Exhibit B	Invoice/Time Sheet Form
Exhibit C	Executed IRS Form W-9, Taxpayer Identification Number
Exhibit D	Essential Characteristics of the Verity Health System of California, Inc. Corporate Responsibility Program and Standards of Conduct
Exhibit E	Business Associate Agreement

MEDICAL DIRECTOR AGREEMENT
FOR
BIOETHICS PROGRAM
BETWEEN
ST. FRANIS MEDICAL CENTER
AND
HARDING G. YOUNG, M.D., INC.

This Medical Director Agreement for Bioethics Program ("**Agreement**") is entered into effective May 5, 2017 ("**Effective Date**") by and between St. Francis Medical Center, a California nonprofit public benefit corporation ("**Hospital**") and Harding G. Young, M.D., Inc., a California professional corporation ("**Contractor**"). Together, Hospital and Contractor are the "**Parties,**" and each is a "**Party.**"

RECITALS

A. Hospital is the owner and operator of a general acute care hospital located at 3630 East Imperial Highway, Lynwood, California 90262 in which there is located a Bioethics Educational and Clinical Program (the "**Program**"). Hospital is affiliated with Verity Health System of California, Inc. ("**Verity**").

B. Program consists of facilities and equipment owned by Hospital and staffed by Hospital employees.

C. Contractor employs or contracts with Harding G. Young, M.D. ("**Physician**"), a physician who is duly qualified and licensed to practice medicine in the State of California, who is experienced and qualified in the specialized field of Family / General Practice Adult Medicine, and who is a member of the Hospital's Medical Staff ("**Medical Staff**").

D. Hospital desires to retain Contractor and designate Physician to provide certain administrative services in the development and operation of the Program, and has determined that this proposed arrangement with Contractor will enhance the Programs's and the Hospital's organization, procedures, standardization, economic efficiency, and professional proficiency, and provide other benefits to enhance coordination and cooperation among the Program's providers and patients.

In consideration of the mutual covenants and promises set forth in this Agreement and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hospital and Contractor agree as follows:

A G R E E M E N T

1. CONTRACTOR AND PHYSICIAN OBLIGATIONS.

1.1. Medical Director of Program. Contractor shall provide Physician to act as Medical Director of the Program ("**Medical Director**") in accordance with the terms of this Agreement, the Medical Staff Bylaws and Rules and Regulations (collectively, "**Medical Staff Bylaws**"), and the Hospital's Bylaws, Rules and Regulations and policies and procedures. Contractor, thru physician, shall share the duties and responsibilities of Medical Director of the Program with Michael C. Stephen, M.D. ("**Dr. Stephen**").

1.2. Qualifications of Physician. Contractor shall ensure that Physician, at all times during the term of this Agreement, (a) is duly licensed as a physician under California law, (b) is Board Certified (or, with the approval of the Hospital's President and CEO, or his/her designee, has completed training equivalent to that required for Board Certification) in Family Practice / Adult Practice Medicine, (c) is a member in good standing of the Active Medical Staff, (d) holds all clinical privileges on the Active Medical Staff of Hospital appropriate to the provision of Administrative Services hereunder, (e) is a participating provider in the Medicare and Medicaid programs (Titles XVIII and XIX of the Social Security Act, respectively), (f) maintains an unrestricted federal Drug Enforcement Administration ("**DEA**") registration number, (g) is employed by or under contractual arrangement with Contractor, and (h) maintains insurance coverage as set forth in Section 5 of this Agreement. Contractor shall provide documentation of compliance with all provisions of this Section to Hospital upon request.

Contractor represents and warrants to Hospital that (a) Physician's license to practice medicine in any state has never been suspended, revoked or restricted; (b) neither Contractor nor Physician has ever been reprimanded, sanctioned or disciplined by any licensing board or state or local medical society or specialty board; (c) Physician has never been denied membership or reappointment of membership on the medical staff of any hospital and no hospital medical staff membership or clinical privileges of Physician have ever been suspended, curtailed or revoked for a medical disciplinary cause or reason; (d) neither Contractor nor Physician has ever been excluded from participation in, or sanctioned by, any state, federal or local health care program, including, but not limited to Medicare or Medicaid; (e) neither Contractor nor Physician has ever been reprimanded, sanctioned or disciplined by the DEA, been denied a DEA registration number or had a DEA registration number restricted; (f) neither Contractor nor Physician has been denied insurance coverage as set forth in Section 5 of this Agreement or had such insurance coverage restricted; and (g) Contractor is authorized to contract on behalf of Physician for the provision of Administrative Services.

1.3. Administrative Duties. Contractor shall cause Physician to perform the administrative duties and responsibilities ("**Administrative Services**") as set forth in the Administrative Services section of the "Description of Services," attached hereto as Exhibit A, under the direction of Hospital President and CEO and/or his designee. Contractor acknowledges and shall cause Physician to acknowledge that the Medical Executive Committee may monitor and review his/her performance as Medical Director, and that the results of any such reviews may be transmitted to Contractor, Physician and Hospital administration.

1.4. Administrative Hours. Contractor shall cause Physician to devote as much time as is necessary in performing the Administrative Services to provide for the effective management of the Department, for a maximum of seven and on-half (7.5) hours per month. Contractor shall cause Physician to coordinate his/her work schedule with Hospital to ensure the effective operation of the Program.

1.5. Quality Programs; Performance Standards.

1.5.1. Contractor shall and shall cause Physician to (a) participate in Hospital's quality improvement, utilization review and risk management programs and serve on such quality improvement, utilization review and risk management committees as may be requested by Hospital from time to time; (b) participate in on-going quality improvement monitoring activities, such as audits; (c) participate in risk management activities designed to identify, evaluate and reduce risk of patient injury associated with care; and (d) assist utilization review in setting, monitoring and achieving length of stay and ancillary utilization goals.

1.5.2. As part of its quality improvement, utilization review and risk management programs, Hospital has developed certain criteria and procedures ("**Performance Standards**") to monitor the provision of services under this Agreement and ensure the quality and efficiency of medical care in the Department. Contractor shall cause Physician to abide by the Performance Standards set forth in the Performance Standards section of the "Description of Services" attached hereto as Exhibit A.

1.6. Assistant Medical Director. Subject to the prior written approval of Hospital, Contractor may appoint, at Contractor's sole expense, an Assistant Medical Director to perform the duties of Medical Director only in the event of Physician's absence. Contractor shall ensure that the Assistant Medical Director meets all of the same qualifications as Physician and shall cause the Assistant Medical Director to comply with all the requirements of this Agreement.

1.7. Medical Director Efforts. To ensure the effective operation of the Program, the Parties recognize the need for Contractor, and in particular Physician, to devote a significant portion of its/their energies and efforts to Program activities. Therefore, during the term of this Agreement, Contractor shall cause Physician to refrain from providing medical direction to any other Bioethics Educational and Clinical program or establishing, performing any management or administrative services for, consulting with, investing in, or otherwise assisting in the management, administrative or operational functions of any other Bioethics Educational and Clinical program, without the prior written consent of Hospital, which may be withheld in Hospital's sole discretion. Notwithstanding the foregoing, Hospital understands and acknowledges that Contractor and Physician are engaged in the private practice of medicine, and this Agreement shall not, in any way, limit Contractor's or Physician's private practice of medicine.

1.8. Hospital Rules. Contractor shall and shall cause Physician to comply with all applicable terms of this Agreement and all policies, bylaws, rules and regulations of Hospital and the Hospital's Medical Staff applicable to the Physician.

1.9. Operation of Program. Contractor shall and shall cause Physician to comply with all applicable governmental laws and regulations and any applicable standards and recommendations of The Joint Commission, the American Medical Association, and the American Board of Family Practice Medicine.

1.10. Complaints. Contractor and Hospital shall cooperate in good faith to investigate any complaints made by Hospital or Hospital patients concerning Physician and to resolve the complaint in a reasonable time with appropriate action. Contractor shall notify Hospital immediately of any complaints concerning Physician.

1.11. Exclusion. Contractor shall conduct screenings of its officers, directors, shareholders, associates, employees, contractors or other agents (collectively, the "**Contractor Personnel**") who furnish, order or prescribe items or services reimbursable under any federal health program to or for patients of Hospital under this Agreement against the List of Excluded Individuals/Entities maintained by the Office of Inspector General ("**OIG**") of the Department of Health and Human Services, the System for Awards Management ("**SAM**"; formerly the Excluded Parties List System) and any successor list maintained by the U.S. General Services Administration, and the Medi-Cal Suspended and Ineligible Provider List maintained by the California Department of Health Care Services prior to hire and once a year thereafter. Contractor will immediately notify Hospital in the event Contractor or one of Contractor Personnel is excluded from participation in a federal health care program. Contractor will

indemnify Hospital for any claims, judgments, overpayments or expenses arising from such exclusion.

1.12. Cost Control. Contractor shall use its best efforts to monitor and control the expenses of the Program in order to provide cost efficient services.

1.13. Use of Premises. In order to preserve Hospital's exemption from property and other taxes, pursuant to state and federal law, Hospital space must be used for Hospital purposes only. Consequently, Contractor shall and shall cause Physician to use the Program premises solely for the provision of Administrative Services specified in this Agreement. No part of the premises of Hospital shall be used at any time by Contractor or Physician as an office for the general practice of medicine.

1.14. Notice of Events. Contractor shall immediately notify Hospital of: (a) any failure to satisfy the terms or any representation or warranty made in Section 1.2; (b) any incident report filed or malpractice claim or professional disciplinary action asserted or initiated against Contractor or any Physician; (c) any modification in or termination of Contractor's employment of or agreement with a Physician during the term of this Agreement; and (d) any pending change in corporate identity, form or name of Contractor that necessitates a filing with or application for a permit from the Medical Board of California or the Secretary of State of the State of California or another state. Contractor shall provide the notice required pursuant to this Section 1.14(d) no later than forty-five (45) days prior to the effective date of the change in corporate identity, form or name, and shall take all such actions and provide all such information requested by Hospital in order to amend and assign this Agreement, as necessary, to reflect Contractor's new corporate identity, form or name.

1.15. Litigation Consultation.

1.15.1. Assistance in Litigation. Contractor shall ensure that Physician is available to Hospital to testify as a witness, at no fee, or as an expert witness, in which case a reasonable and customary fee may be charged, in the event litigation is brought against Hospital, its directors, officers, agents or employees based upon a claim of negligence, malpractice or any other cause of action, except where Contractor or Physician is named an adverse party to Hospital in the proceeding.

1.15.2. Expert Witness Consultant. Contractor shall ensure that Physician shall not accept consulting assignments or otherwise contract, agree or enter into an engagement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim asserting negligence, malpractice or professional liability on the part of Hospital or any hospital or health care facility that is a division or other subordinate organization of Verity, or in which any division or subordinate organization of Verity is named, or is expected to be named, as a defendant. It is further agreed that Contractor shall and shall cause Physician to refrain from accepting similar consulting assignments if the defendant(s) or anticipated defendant(s) include medical staff, officers or members of the Medical Staff Executive Committee of any Verity hospital, and the claim relates to an occurrence at any Verity hospital; provided, however, the provisions of this paragraph shall not apply to situations in which Physician served as attending physician.

1.16. Limitations on Authority of Contractor. Contractor shall not and shall cause Physician not to (a) incur any financial obligation on behalf of the Hospital without Hospital's express prior written consent; (b) obligate or commit any assets of Hospital for the purchase, acquisition or pilot trial of equipment, supplies or personnel, without the express prior written

authorization of Hospital, or enter into any contract on behalf of Hospital for the purchase, rental or other acquisition of equipment, supplies or personnel; (c) make, nor allow any other individual to make, any additions, alterations, improvements or repairs to any space, facilities or equipment furnished by Hospital, without the express prior written authorization of Hospital; or (d) remove any equipment or supplies furnished by Hospital, without the express prior written authorization of Hospital.

1.17. Hospital Employees. During the term of this Agreement and for one (1) year after its termination, Contractor (a) shall not hire or contract with (directly or indirectly), seek to hire or contract with, or assist in hiring or contracting with any employee, agent or independent contractor of Hospital and (b) shall not induce, seek to induce, or take action which results in the termination of employment or other arrangement between Hospital and such employee, agent or independent contractor or otherwise interferes with such employment or contractual arrangement.

1.18. Other Agreements. Contractor shall timely and fully perform all of its monetary and non-monetary obligations to Hospital or its affiliate under any medical office building lease and any other written contracts between or among such parties.

2. HOSPITAL OBLIGATIONS

2.1. Licensure and Accreditation. Hospital shall provide, as further specified below, the space, equipment, supplies, resources, and non-physician personnel necessary for Hospital to maintain a Department licensed by the California Department of Public Health and accredited by The Joint Commission.

2.2. Responsibility under Title 22. In compliance with Section 70713 of Title 22 of the California Code of Regulations, Hospital shall retain professional and administrative responsibility for services rendered pursuant to this Agreement.

2.3. Administrative Director. Hospital shall provide an Administrative Director of the Program ("**Administrative Director**") who shall be responsible and accountable to Hospital for administrative and technical functions, including supervision, selection, assignment and evaluation of Hospital personnel; maintenance of equipment; development of an annual budget; and acquisition of materials, supplies and equipment. In the event of any dispute between the Physician and the Administrative Director regarding their respective administrative responsibilities, such dispute shall be submitted to the Hospital's President and CEO, or his/her designee, whose decision shall be final and binding upon the Parties.

2.4. Space. Hospital shall furnish for the use of Contractor such space as is reasonably necessary, in Hospital's sole discretion, following consultation with the Contractor, for the proper operation of the Program.

2.5. Equipment. Hospital shall furnish, at its expense, such medical and office equipment as are reasonably necessary, in the sole discretion of Hospital following consultation with Contractor, for the proper operation of the Program. Hospital shall consult Contractor regarding proposals for the purchase of new equipment. Hospital shall, at its expense, keep and maintain all equipment in good order and repair.

2.6. Supplies. Hospital shall, following consultation with Contractor, purchase such supplies as may be reasonably necessary, in the sole discretion of Hospital, for the proper operation of the Program.

2.7. Usual Purchasing Practices. The furnishing of the aforementioned equipment and supplies shall be subject to (a) the usual purchasing practices of Hospital in accordance with its budget requirements and (b) obtaining all necessary government approvals, if any. Contractor shall endeavor to submit, for the purpose of budget planning, all requests for equipment and supplies purchases desired during a forthcoming fiscal year at least one hundred and eighty (180) days prior to the beginning of the fiscal year.

2.8. Hospital Services. Hospital shall, at its expense, furnish the Program with such ordinary janitorial and in-house mail service, telephone, laundry, gas, water, heat and electricity as may, in the Hospital's sole discretion, be required for the proper operation of the Program. Hospital shall also provide services of such other Hospital departments, including but not limited to, nursing, administrative, accounting, engineering, purchasing and medical records, as are, in the Hospital's sole discretion, reasonably required for the proper operation of the Program.

2.9. Hospital Personnel. Hospital shall provide the services of nurses, technicians, secretaries, clerical and all other non-physician personnel required for the proper and efficient operation of the Program. Such personnel shall be employed and directed by Hospital. All salaries, wages, taxes, insurance, workers' compensation insurance, retirement and other fringe benefits, and expenses of any kind incident to their employment shall be and remain the responsibility and obligation of Hospital. Such personnel shall be subject to Contractor's medical supervision only with respect to clinical matters and related training.

3. BILLING AND COMPENSATION

3.1. Administrative Services. Contractor shall, on a monthly basis on or before the fifth (5th) day of each calendar month during the term of this Agreement submit a written invoice to Hospital in the form attached hereto as Exhibit B, or as otherwise required by Hospital, detailing to Hospital's satisfaction the Administrative Services provided by Contractor in accordance with Section 1.3 during the immediately preceding calendar month. In completing the monthly invoice set forth in Exhibit B, or as otherwise required by Hospital, Contractor shall describe the specific Administrative Services activities performed, specify the date(s) on which those activities occurred, and, for each date, record the number of hours spent. Hospital will not accept invoices submitted more than sixty (60) days after the end of the calendar month for which payment for Administrative Services is sought.

In consideration of the Administrative Services provided by or on behalf of Contractor to Hospital under Section 1.3, and expressly conditioned upon Contractor's timely submission to Hospital of the monthly invoice required pursuant to this Section, Hospital shall pay to Contractor and Contractor shall accept as payment in full for the Administrative Services rendered hereunder the sum of One Hundred Dollars ($100) per hour, not to exceed Seven Hundred Fifty Dollars ($750) per month, on or before the twentieth (20th) day of each month for the preceding month's service.

Payment shall be made in the name of Contractor. To ensure that compensation is reported as paid to the proper party, attached hereto as Exhibit C is a completed and executed copy of IRS Form W-9 which identifies the taxpayer identification number for Contractor.

3.2. Conditions for Payment.

3.2.1. Payment of the compensation provided herein is conditioned upon Contractor and Physician (a) timely and fully performing all of the duties and obligations set forth in Section 1 (Contractor and Physician Obligations) above and (b) maintaining such records

and supporting documents as may, from time to time, be required to comply with the requirements of governmental agencies and third party payors, including: preparing complete and accurate time records which document separately all time spent providing professional, administrative and teaching services hereunder, in a form acceptable to Hospital; pursuant to 42 CFR section 415.60 and in order to comply with Medicare requirements, executing and updating at such times and on such forms as requested by Hospital, a written allocation statement specifying the respective amounts of time to be spent in furnishing professional, administrative services to provider, and services which do not fall into either category; and completing or assuring the prompt completion of all patient charts and other written records necessary to be maintained with respect to the Program, including all Administrative Services provided under this Agreement.

3.2.2. Hospital will not make any payment to Contractor for any Administrative Services rendered prior to the later of the Effective Date or the date of execution of the Agreement by both Parties.

3.3. Changes in Rules and Regulations. The Parties understand that they may have to alter their billing arrangements in order to comply with changing legal requirements or to avoid economically impracticable reimbursement disallowances. The Parties therefore agree, upon written request of either Party, to negotiate in good faith in order to modify this Agreement so as to comply with such legal requirements or to avoid such disallowances. If the Parties cannot reach agreement on such modifications within sixty (60) days after the initial written request, either Party may terminate this Agreement upon thirty (30) days' additional written notice.

4. INDEPENDENT CONTRACTOR

4.1. Independent Contractor. In the performance of the duties and obligations of Contractor hereunder, it is mutually understood and agreed that Contractor, including all Contractor Personnel (as defined in Section 12.2), is at all times acting and performing as an independent contractor, and nothing in this Agreement is intended nor shall be construed to create between (a) Hospital and (b) Contractor or Contractor Personnel an employer/employee, joint venture, agency, lease or landlord/tenant relationship. The standards of medical practice and professional duties of Contractor and Physician shall be determined by the Medical Staff and prevailing professional standards. In furtherance of the independent status of the Parties, Contractor shall not, and shall cause all Contractor Personnel to not, hold itself/themselves out as officers, agents or employees of Hospital. Contractor shall and shall cause all Contractor Personnel to take all reasonable steps to disavow such status or relationship in every instance where a reasonable person might assume that such a relationship exists between the Parties. Contractor shall reimburse or otherwise indemnify Hospital for all costs incurred if Contractor or any Contractor Personnel is held to be an employee or agent of Hospital for any purpose.

4.2. Governmental Challenge. In the event any governmental entity, including without limitation, the Internal Revenue Service, should question or challenge the independent contractor status of Contractor or Contractor Personnel with respect to Hospital and the Administrative Services rendered hereunder, the Parties hereto mutually agree that both Contractor and Hospital shall have the right to participate in any discussion or negotiation occurring with such governmental entity, regardless of who initiated such discussions or negotiations. In the event the governmental entity concludes that an independent contractor relationship does not exist, Hospital may terminate this Agreement immediately upon written notice to Contractor.

4.3. Tax and Benefits. Contractor and Contractor Personnel shall look only to Contractor for setting and administering the terms and conditions of their employment or contract. None of Contractor or Contractor Personnel shall have a claim against Hospital under this Agreement or otherwise for social security benefits, workers' compensation benefits, vacation pay, sick leave, retirement benefits, disability or unemployment benefits, or employee benefits of any kind. Hospital shall not withhold on behalf of Contractor or Contractor Personnel any sums for income tax, unemployment insurance, social security or any other purposes, and all such withholdings or obligations shall be the sole responsibility of Contractor. Contractor shall indemnify, defend and hold harmless Hospital from any and all loss or liability, if any, arising under this Section 4.3.

5. INSURANCE AND INDEMNIFICATION

5.1. Contractor Insurance.

5.1.1. Coverage Requirements. Contractor, at its sole cost and expense, shall procure and maintain in force throughout the entire term of this Agreement continuous coverage (as defined in Section 5.1.2 below) of policies of professional liability insurance. Without limitation, the professional liability insurance policies shall (i) provide coverage for covered medical incidents, including negligent acts or omissions of Contractor, Physician and any other Contractor Personnel (as defined in Section 12.2) in the performance of professional health care or medical services during its term, (ii) name Contractor, Physician and any other Contractor Personnel as named insureds, (iii) be issued by an insurance company licensed or otherwise qualified to issue professional liability insurance policies or coverage in the State of California and rated A- or better by A.M. Best Rating Agency or be issued by an adequately funded and secured self-insurance trust, and (iv) provide for minimum coverage limits consistent with the requirements of the Hospital's Medical Staff Bylaws, but in no event less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the annual aggregate, and such limits shall apply separately for Contractor, for Physician and for any other Contractor Personnel.

5.1.2. Continuous Coverage. For purposes of this Agreement, the term "continuous coverage" means the maintenance of professional liability insurance during the period commencing as of the Effective Date, continuing during the entire term of this Agreement (including any extensions or renewals hereof) and, if claims-made form of coverage, expiring not less than five (5) years following the expiration or earlier termination of this Agreement (the "**Insurance Period**"). To satisfy the requirement of continuous coverage, if for any reason during the Insurance Period any insurance policy maintained by Contractor pursuant to this Section 5.1 terminates, expires, is cancelled or is not renewed, or if there is a reduction or other change in the amount or scope of any coverage under the policy (whether by action of the insurance company, Contractor, Physician or any other Contractor Personnel), Contractor shall (i) cause a replacement insurance policy meeting the requirements of this Section 5.1 to be in effect as of the effective date of the termination, expiration, non-renewal, cancellation, reduction, or other change of the prior insurance policy, and (ii) purchase either extended reporting coverage (i.e., "tail" coverage) or prior acts coverage (i.e., "nose" coverage). "Tail" coverage must provide for a discovery/reporting period that would extend at least through the end of the Insurance Period, and "nose" coverage must provide coverage at least as of the start of the Insurance Period.

5.1.3. Certificate of Insurance. Contractor shall provide Hospital with certificates of insurance evidencing the insurance policies required by this Section 5.1. Such insurance policy or policies shall also provide for not less than thirty (30) days' prior notice to

Hospital of any termination, expiration, non-renewal, cancellation, reduction, or other change in the amount or scope of any coverage(s) required under this Section 5.1. Contractor shall give Hospital not less than sixty (60) days' prior written notice of its intent to cancel such insurance, and agrees promptly to notify Hospital of any other termination, expiration, non-renewal, cancellation, reduction, or other change in the amount or scope of any coverage under the policy, but in no event later than ten (10) days following Contractor's, Physician's or any other Contractor Personnel's receipt of notification of such action. In the event Contractor fails to procure, maintain or pay for the insurance required under this Section 5.1, Hospital shall have the right, but not the obligation, to obtain such insurance. In that event, Contractor shall reimburse Hospital for the cost thereof, and failure to repay the same upon demand by Hospital shall constitute breach of a material provision of this Agreement.

5.2. Indemnification.

5.2.1. Contractor. Contractor shall defend, indemnify and hold harmless Hospital, its members, directors, officers, employees, and agents from all claims, damages, costs, and expenses (including reasonable attorneys' fees) due to negligence or willful acts or omissions of Contractor (including its directors, officers, employees, agents, Physician, and any other Contractor Personnel, as defined in Section 12.2) arising out of, or in connection with, the performance of this Agreement.

5.2.2. Hospital. Hospital shall defend, indemnify and hold harmless Contractor, its members, directors, officers, employees and agents from all claims, damages, costs, and expenses (including reasonable attorneys' fees) due to negligence or willful acts or omissions of Hospital (including its directors, officers, employees, and agents except Contractor and Contractor Personnel) arising out of, or in connection with, the performance of this Agreement.

5.3. Insurance for Administrative Duties. Hospital, at its sole cost and expense, shall procure and maintain liability coverage from a carrier of its choice in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the annual aggregate covering solely the Administrative Services provided during the term of this Agreement on Hospital premises by Physician pursuant to Section 1.3, and not for professional services or any other patient care/clinical activities. Upon Contractor's request, Hospital shall provide Contractor with certificates of insurance evidencing the coverage. Hospital agrees to give Contractor not less than sixty (60) days' written notice of its intent to cancel such insurance and agrees to promptly notify Contractor in writing of any other cancellation, reduction, or material change in the amount or scope of any coverage under the policy.

6. BOOKS AND RECORDS.

6.1. Medical Records and Claims. Contractor shall and shall cause Physician to maintain financial books and records, and all medical records and charts, in accordance with industry standards, and in compliance with all state and federal laws and regulations, the regulations and requirements of the voluntary accrediting institutions (including, without limitation, Joint Commission) in which Hospital participates, and the Medical Staff Bylaws and Hospital Rules and Regulations. Contractor shall and shall cause Physician to maintain and provide all such books, records and charts to patients and Hospital, and to state and federal agencies, including without limitation the California Department of Corporations and California Department of Managed Health Care (or their successors), as may be necessary for Contractor and/or Hospital to comply with applicable state, federal, and local law and regulation and with contracts between Hospital and third party payors. Contractor shall and shall cause Physician to

cooperate with Hospital to complete such claim forms for Program patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors. Contractor shall and shall cause Physician to retain its/his/her records and information for at least six (6) years after the termination of this Agreement.

6.2. Access to Contractor Books and Records.

6.2.1. Contractor shall and shall cause Physician to, in connection with the subject of this Agreement, cooperate fully with Hospital, by, among other things, maintaining and making available all necessary books, documents and records, in order to assure that Hospital will be able to meet all legal requirements and all requirements for participation and payment associated with private, federal, state, or other public third party payment programs, including without limitation, Section 1861(v)(1)(I) of the federal Social Security Act, as amended.

6.2.1.1. Until the expiration of four (4) years after the furnishing of Administrative Services pursuant to the Agreement, Contractor shall make available to the Secretary of Health and Human Services and the Comptroller General of the United States, or their duly authorized representatives, upon written request of any of them, this Agreement, and all books, documents and records that are necessary to certify the nature and extent of the cost of services hereunder. If Contractor carries out any of the duties of this Agreement through a subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the subcontracting organization shall make available, upon written request to the Secretary or the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

6.2.2. If Contractor is requested to disclose books, documents or records pursuant to this Section, Contractor shall notify Hospital of the nature and scope of such request, and Contractor shall make available, upon written request of Hospital, all such books, documents or records, during regular business hours of Contractor.

7. CONFIDENTIALITY

7.1. Agreement Confidential. This Agreement is personal and confidential between the Parties, and the Parties hereto shall not release information concerning this Agreement to any person without the consent of the other Party, except as permitted herein. This prohibition against release of information shall not prevent the Parties from disclosing the contents of this Agreement to their respective attorneys, and shall not apply to any information required to be released by contracts existing as of the date of this Agreement, or to fiscal intermediaries, public agencies or commissions with government powers and duties related to disclosure of information having the right to compel disclosure of such information, nor to any information otherwise compelled to be released by process of law, nor to any information required to be disclosed to Hospital's representatives or others in connection with Hospital's or Verity's tax exempt bonds or other financing transactions.

7.2. Medical Staff and Committee Records. All records, files, proceedings and related information of Contractor, Hospital and the Medical Staff and its committees pertaining to the evaluation and improvements of the quality of patient care at Hospital shall be kept strictly confidential by Contractor. Contractor shall not, and shall cause Physician not to, voluntarily disclose such confidential information, either orally or in writing, except as expressly required by law or pursuant to written authorization by Hospital.

7.3. Patient Records. Any and all patient records and charts produced as a result of either Party's performance under this Agreement shall be and remain the property of Hospital. Both during and after the term of this Agreement, Contractor, or its agents, shall be permitted to inspect and/or duplicate, at Contractor's expense, any individual chart or record to the extent necessary to meet its professional responsibilities to such patient(s) and/or to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, provided that such inspection or duplication is permitted and conducted in accordance with the applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Contractor shall be solely responsible for maintaining patient confidentiality with respect to any information obtained by it, Physician or its agents pursuant to this Agreement.

7.4. Trade Secrets. Contractor acknowledges and shall cause Physician to acknowledge that in connection with its/his/her performance under this Agreement, Contractor and Physician may or will have access to and the use of confidential information and trade secrets (the "**Confidential Information**") of Hospital related to the Program and its operations which include, but are not limited to, financial statements, internal memoranda, reports, patient lists, and other materials or records of a proprietary nature. In order to protect the Confidential Information, Contractor agrees that neither it nor Physician will, after the date of this Agreement and for so long as any such Confidential Information remains confidential, secret or otherwise wholly or partially protectable, use such information (except in connection with the performance of its/his/her duties hereunder) or divulge the Confidential Information to any third party, without first obtaining the prior written consent of the Hospital President and CEO or his/her designee.

8. COMPLIANCE WITH HOSPITAL STANDARDS

8.1. Corporate Responsibility Program. Contractor expressly agrees and shall cause Physician to expressly agree that Hospital's Corporate Responsibility Program, as adopted and amended from time to time (the "**Compliance Program**"), shall be incorporated herein and made a part of this Agreement. Contractor shall and shall cause Physician to comply with such Compliance Program at Contractor's sole cost and expense. Without limiting the foregoing commitment to comply with Hospital's Compliance Program, Contractor agrees that:

8.1.1. Contractor shall and shall cause Physician to comply with all applicable federal and state laws and regulations;

8.1.2. Contractor shall and shall cause Physician to cooperate with Hospital corporate compliance audits, reviews and investigations which relate to Contractor and/or any of the Administrative Services provided by Contractor or Physician under this Agreement (including, without limitation, providing any and all Contractor documents and/or information with respect to Contractor, Physician and Contractor activities under this Agreement);

8.1.3. If requested by Hospital, Contractor shall and shall cause Physician to participate in corporate compliance-related seminars and educational programs sponsored by Hospital; and

8.1.4. Contractor shall and shall cause Physician to comply with and not do or cause to be done any act or omission which in any way conflicts with or violates the standards of conduct (the "**Standards of Conduct**") which are part of Hospital's Compliance Program.

8.2. Acknowledgement. Contractor hereby acknowledges that (a) it has received a description of the Compliance Program titled "Essential Characteristics of the Verity Health System of California, Inc. Corporate Responsibility Program, and the Standards of Conduct, each

attached hereto as Exhibit D, and (b) Contractor and Physician has been given ample opportunity to read and review these copies.

8.3. Deficit Reduction Act. In compliance with Section 6032 of the Deficit Reduction Act of 2005, Hospital shall provide Contractor with access to Hospital's policies detailing California and federal false claims laws, including but not limited to the False Claims Act, and regulations, including whistleblower protections and penalties, and Hospital's policies and procedures for detecting and preventing fraud, waste, and abuse (available at https://stfrancis.verity.org/about-us/deficit-reduction-act-policies/), and Contractor agrees and shall cause each Physician to agree to abide by such policies in connection with the provision of services under this Agreement.

9. COMPLIANCE WITH LAWS

9.1. Generally. Contractor shall comply and shall cause Physician to comply with all applicable laws, rules and regulations of all governmental authorities and accrediting agencies having jurisdiction over Hospital, physicians, allied health professionals and/or this Agreement, including Medicare and Medi-Cal laws, rules and regulations and all hospital and professional licensure and reimbursement laws, regulations, rules and policies.

9.2. Nondiscrimination. Contractor shall not and shall cause Physician not to differentiate or discriminate in the provision of medical services to patients due to race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, physical handicap, medical condition, medical history, genetics, evidence of insurability, or claims history, in violation of any applicable state, federal or local law or regulation, or the rules and regulations of Hospital with respect to such matters.

9.3. Anti-Referral Laws. Nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patient to Hospital. Any consideration specified in this Agreement is consistent with what the Parties reasonably believe to be fair market value for the Administrative Services provided. Contractor acknowledges and shall cause Physician to acknowledge that it/they are subject to and must comply with certain federal and state laws governing referral of patients, as may be in effect or amended from time to time, including but not limited to:

9.3.1. Payments for referrals or to induce the referral of patients (Cal. Business and Professions Code Section 650; Cal. Labor Code Section 3215; and the Medicare/Medicaid Fraud and Abuse Law, Section 1128B of the Social Security Act; and all implementing regulations); and

9.3.2. The referrals of patients by a physician for certain designated health care services to an entity with which the physician (or his/her immediate family) has a financial relationship (Cal. Business and Professions Code Sections 650.01 and 650.02; Cal. Labor Code Sections 139.3 and 139.31; and Section 1877 of the Social Security Act; and all implementing regulations).

9.4. Disclosure of Interests.

9.4.1. In order to permit compliance with federal anti-referral statutes and regulations, as amended from time to time, Contractor shall and shall cause Physician to provide Hospital upon execution of this Agreement with information sufficient to disclose any

ownership, investment or compensation interest or arrangement of Contractor, Physician, or any of Physician's immediate family members, in any entity providing "designated health services," as that term is defined in the statutes and regulations. This provision is not intended to reallocate any disclosure or reporting requirements imposed upon Contractor or Physician under any governmental program to Hospital, or to create an assumption of such disclosure obligations on the part of Hospital, and Contractor acknowledges that it and Physician shall have the sole responsibility to fulfill any such federal and/or state reporting requirements.

9.4.2. Contractor shall immediately inform Hospital of any other arrangements that may present a conflict of interest or materially interfere with Contractor's or Physician's performance of its/his/her duties under this Agreement. Hospital may exercise its right to terminate this Agreement under Section 10.2.2 or to suspend this Agreement under Section 10.3.1 if Contractor or Physician pursues or engages in conduct that does constitute a conflict of interest or that materially interferes with (or is reasonably anticipated to interfere with) Contractor's or Physician's performance under this Agreement.

9.5. Privacy and Confidentiality.

9.5.1. Both Parties shall comply with all federal and state laws governing the confidentiality and privacy of patient health information, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, and the Health Information Technology for Economic and Clinical Health Act and implementing regulations (collectively, "**HIPAA**"). In addition, Contractor shall and shall cause Physician to comply with Hospital and Medical Staff policies and procedures regarding patient privacy and confidentiality.

9.5.2. In providing Administrative Services under this Agreement, Contractor and Physician may have access to Protected Health Information (as defined by HIPAA) of a Hospital patient who is not also a mutual patient of Contractor or Physician, resulting in Contractor serving as a Business Associate (as defined by HIPAA) of Hospital. The Parties agree to enter into a Business Associate Agreement, attached hereto as Exhibit E and incorporated herein, which sets forth the requirements for the potential use or disclosure of, and access to, Protected Health Information with respect to such arrangements.

9.6. Changes in Law. In the event there are any changes in Medi-Cal or Medicare requirements, Joint Commission accreditation guidelines or requirements, federal or state tax exemption requirements, and/or substantial changes under other public or private health and/or hospital care insurance programs or policies which may have a material effect on the Hospital's operations, Hospital may elect to renegotiate this Agreement. Hospital shall indicate the basis upon which it has determined that such a material impact on its operations may result. In any case where such notice is provided, both Parties shall negotiate in good faith during the thirty (30) day period thereafter in an effort to develop a revised Agreement, which, to the extent reasonably practicable, will adequately protect the interests of both Parties in light of the changes which constituted the basis for the exercise of this provision.

10. TERM AND TERMINATION

10.1. Term. This Agreement shall commence on the Effective Date and shall expire on May 31, 2018, unless sooner terminated or extended as otherwise provided in this Agreement. This Agreement may be renewed by mutual written agreement of the Parties. Notwithstanding

the expiration of the stated term of this Agreement, all terms and conditions of this Agreement shall remain effective, in force and applicable in full for an additional period during which the Parties' mutual intent to continue this Agreement is manifested by their conduct, including, but not limited to, the continued performance of services hereunder and payment of consideration for such services in accordance with the terms of Section 3 of this Agreement. In no event, however, shall the term of this Agreement exceed three (3) consecutive years.

10.2. Termination of Agreement. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated upon any of the following:

10.2.1. Without Cause. Either Party may terminate this Agreement, without cause or penalty, by giving no less than sixty (60) days' written notice to the other Party. In the event of such termination, the Parties shall not enter into another agreement with each other for the same Administrative Services as are provided hereunder for a period of one (1) year after the later of the initial Effective Date or the effective date of the most recent amendment to this Agreement.

10.2.2. For Breach. Either Party may terminate this Agreement in the event of the other Party's breach hereof by giving thirty (30) days' prior written notice of the general nature of such breach. Notwithstanding the foregoing, this Agreement shall not terminate in the event that the breaching Party cures the breach, to the satisfaction of the non-breaching Party, within fifteen (15) days of the receipt of such notice. Without limitation, any failure to provide the Administrative Services in accordance with Section 1 or to maintain compliance with the provisions of Sections 5, 6, 7, 8 and 9 shall constitute a material breach of this Agreement.

10.2.3. Immediately. Notwithstanding the foregoing, Hospital may terminate this Agreement immediately by giving written notice to Contractor, upon the occurrence of any one or more of the following events:

10.2.3.1. Hospital determines in good faith that any aspect of the performance by or on behalf of Contractor or Physician hereunder endangers patient safety or will subject Hospital to ill repute.

10.2.3.2. Contractor or Physician fails to maintain compliance with all of the qualifications, covenants, provisions, representations and warranties set forth in Sections 1.2, 5, 8 and 9.

10.2.3.3. Contractor or Physician is convicted of a crime punishable as a felony or involving moral turpitude.

10.2.3.4. Contractor (a) commences a voluntary case under the Bankruptcy Code, (b) has filed against it a petition commencing an involuntary case under the Bankruptcy Code that shall not have been dismissed within sixty (60) days after the date on which such petition is filed, (c) seeks relief as a debtor under any applicable law, other than the Bankruptcy Code, of any jurisdiction relating to the liquidation or reorganization of debtors or to the modification or alteration of the rights of creditors, or consents to or acquiesces in such relief, (d) has entered against it an order by a court of competent jurisdiction (i) finding it to be bankrupt or insolvent, (ii) ordering or approving its liquidation or reorganization as a debtor or any modification or alteration of the rights of its creditors or (iii) assuming custody of, or appointing a receiver or other custodian for, all or a substantial portion of its property, (e) makes an assignment for the benefit of, or enters into a composition with, its creditors, or appoints, or consents to the appointment of, or suffers to exist a receiver or other custodian for, all or a substantial portion of its property, or (f) any similar occurrence reasonably indicating an imminent inability to perform substantially all of its duties under this Agreement.

10.2.3.5. Physician dies or becomes unable to provide Administrative Services for a period in excess of thirty (30) consecutive days, or thirty (30) days in the aggregate over any three (3) month period.

10.2.4. In the event the Parties are unable to develop a revised Agreement in accordance with Sections 3.3 or 9.6, either Party may elect to terminate this Agreement upon thirty (30) days' written notice to the other Party.

10.2.5. In the event Program is eliminated or there is a material change in service levels of the Program during the term of this Agreement, Hospital shall provide Contractor with notice of such change in services, and the Parties shall promptly meet and confer to negotiate in good faith revised terms to this Agreement that are mutually agreeable and practicable to permit the continued provision of necessary Administrative Services in the Program. If such negotiations fail to result in mutually satisfactory amendment within forty-five (45) days of Contractor's receipt of notice provided hereunder, either Party may thereupon terminate this Agreement by providing thirty (30) days' notice of termination to the other.

10.2.6. In the event legal counsel for either Party advises that this Agreement or any practices which could be, or are, employed in exercising rights or providing Administrative Services under this Agreement pose a material risk of violating any legal requirements, including without limitation those referenced in Section 9 or any legal requirement related to Hospital's tax-exempt status or tax-exempt bond financing, the Parties in good faith shall undertake to revise this Agreement, in accordance with Section 12.11, to comply with such legal requirements. In the event the Parties are unable to agree upon the revised terms within thirty (30) days thereafter, either Party may terminate this Agreement immediately upon written notice to the other.

10.2.7. Effect of Termination.

10.2.7.1. Upon expiration or termination of this Agreement, neither Party shall have any further obligation hereunder except for (a) obligations due and owing which arose prior to the date of termination and (b) obligations, promises, or covenants contained herein which expressly extend beyond the term of this Agreement.

10.2.7.2. Upon expiration or termination of this Agreement, and upon Hospital's request, Contractor, including Physician, shall immediately vacate the Hospital and the Program premises, removing at such time any and all of Contractor's personal property. Hospital may remove and store, at Contractor's expense, any personal property that has not been so removed.

10.2.7.3. Following the expiration or termination of this Agreement, Contractor shall not and shall cause Physician not to do anything that might interfere with any Hospital efforts to contract with any other individual or entity for the provision of services or to interfere in any way with any relationship between Hospital and any entity or person who may replace Contractor.

10.2.7.4. Termination of this Agreement by Hospital shall not provide Contractor or Physician the right to a fair hearing or the other rights more particularly set forth in the Medical Staff Bylaws.

10.3. Suspension of Agreement.

10.3.1. Hospital may suspend this Agreement (i) in order to permit Hospital, its employees and agents to conduct any review of any ethical, clinical, compliance-related, quality- or patient care-related matter; or (ii) in lieu of termination of this Agreement under Section 10.2, for any reason provided under Sections 10.2.2 or 10.2.3.

10.3.2. Suspension of the Agreement shall take effect upon Contractor's receipt of written or oral notice. If notice of suspension is given orally, Hospital shall confirm oral notice promptly in writing. Suspension shall remain in effect until the rights and duties of Contractor under this Agreement are reinstated by Hospital by written notice to Contractor. If the Agreement remains suspended for sixty (60) consecutive days, the suspension shall be treated as the termination of the Agreement without cause for all purposes of this Agreement.

10.3.3. Effect of Suspension.

10.3.3.1. Any period of suspense pursuant to this Section 10.3 shall be referred to as a "**Suspension Period.**"

10.3.3.2. During the Suspension Period, Hospital shall be relieved of all of its duties and obligations under this Agreement, including, without limitation, any obligation to make payment for services rendered by Physician or Contractor Personnel (as defined in Section 12.2) or to make available any Program space, supplies or support staff to Physician or Contractor Personnel.

10.3.3.3. In the event that Hospital determines, in its sole discretion, to terminate the Suspension Period and reinstate this Agreement, Hospital shall have no obligation to pay Contractor any amounts that would have been owed under this Agreement (for services rendered by Physician or Contractor Personnel during the Suspension Period) had there been no Suspension Period.

10.4. Set-off. In the event of any breach of Section 1.18 above, Hospital may set-off and apply any compensation otherwise due to Contractor hereunder to cure any monetary defaults of Contractor under other agreements. This set-off right is in addition to other Hospital remedies set forth herein.

10.5. Damages Upon Termination or Suspension. In the event of any breach, suspension or termination of this Agreement by Hospital that is determined to be improper by a court of competent jurisdiction or by a binding arbitration award, Contractor shall accept monetary damages, if any, as full and complete relief, to the exclusion of any injunctive or similar relief.

10.6. Survival. The provisions of Sections 1.10, 1.14, 1.15, 1.17, 3, 5, 6.2, 7, 8.1, 10.2.7, 10.4, 10.5, 10.6, and 11 shall survive the expiration or termination of this Agreement.

11. DISPUTE RESOLUTION

11.1. Special Meeting. Except as set forth in Section 11.6 below, in the event of any dispute or disagreement between the Parties with respect to this Agreement, either Party may request in writing a special meeting for the resolution of the dispute (a "**Special Meeting**"). The Special Meeting shall be held at a mutually agreeable location within ten (10) days of a written request for the meeting, which request shall specify the nature of the dispute to be resolved. The Special Meeting shall be attended by representatives of both Parties (who may or may not be accompanied by legal counsel, in their respective discretion), who shall attempt in good faith to resolve the dispute and shall have reasonable authority to do so.

11.2. Mediation. If a dispute has not been resolved within thirty (30) days after the date of the Special Meeting or within forty-five (45) days of the written request for the Special Meeting, either Party may initiate mediation of the dispute by sending a written request for mediation to the other Party. The Parties shall meet to jointly select an independent and neutral person qualified to act as a mediator. The mediation proceeding shall commence not more than thirty (30) days after the written request for mediation. The mediation shall be attended by representatives of both Parties (who may or may not be accompanied by legal counsel, in their respective discretion), who shall attempt in good faith to resolve the dispute and shall have reasonable authority to do so.

11.3. Arbitration. If the Parties are unable to reach a mutually acceptable resolution to the dispute within thirty (30) days following an initial mediation conference or within sixty (60) days following the written request for mediation, the matter shall be submitted to arbitration. Either Party may commence arbitration by giving a written notice to the other Party demanding arbitration. There shall be one (1) impartial arbitrator, who shall be experienced in mediation and arbitration and knowledgeable regarding the health care/health related services industry. The Parties shall meet to jointly select a single arbitrator to serve in the matter of dispute resolution. If the Parties cannot reach agreement as to a mutually acceptable arbitrator within ten (10) days after the demand to arbitrate is made, they shall request that an arbitrator be chosen by JAMS/Endispute, Inc.

11.4. Hearing. The arbitration process shall consist of an adversary hearing and each Party shall have the right to call and cross-examine witnesses under oath and to introduce oral and documentary evidence. The decision of the arbitrator shall be final and binding. The arbitration hearing shall take place at a location mutually agreed upon by the Parties, and shall be governed by the rules of Section 1280 et seq. of the California Code of Civil Procedure.

The arbitration shall be held within sixty (60) days after the appointment of the arbitrator, and in no event shall the taking of evidence before the arbitrator commence more than six (6) months following the date of the written demand for arbitration. In the event that the taking of evidence before the arbitrator does not commence within this time period, the Party demanding arbitration shall be able to pursue all legal remedies, including without limitation bringing an action regarding the dispute in a court of law.

11.5. Good Faith Finding. The arbitrator, in addition to resolving the dispute, shall make a finding whether the Parties to the arbitration acted in good faith. If the Parties are found by the arbitrator to have acted in good faith, both Parties shall equally share in the expenses and fees of the arbitration. However, if one Party is found not to have acted in good faith, that Party alone will bear the expenses and fees of the arbitration, including attorneys' fees for both Parties.

11.6. Injunctive Relief. Notwithstanding the provisions of this Section 11 and except as provided in Section 10.5 above, each of the Parties hereto shall have the right to apply for and obtain a temporary restraining order or other temporary, interim or permanent injunctive or equitable relief from a court of competent jurisdiction in order to enforce the provisions of any part of this Agreement as may be necessary to protect its rights under those Sections.

11.7. Costs. In the event a court action is brought to enforce or interpret any part of this Agreement, the prevailing Party shall be entitled to recover as an element of its costs of suit, reasonable attorneys' fees, as determined by the court.

12. MISCELLANEOUS PROVISIONS

12.1. Notices. Written notice required under this Agreement shall be delivered personally or sent by United States registered or certified mail, postage prepaid and return receipt requested, and addressed or delivered to the Parties at the following addresses (or such address as may hereafter be designated by a Party by written notice thereof to the other Party):

Contractor	**Hospital**
Harding G. Young, M.D. Harding G. Young, M.D., Inc. 3617 Martin Luther King Jr. Blvd., Ste 1 Lynwood, CA 90262	President and Chief Executive Officer St. Francis Medical Center 3630 East Imperial Highway Lynwood, CA 90262

12.2. Obligations of Contractor Personnel. All obligations and prohibitions imposed on Contractor pursuant to this Agreement are equally applicable to Physician, Assistant Medical Director and to any other physician, partner, shareholder, associate, employee or contractor (collectively referred to as the "**Contractor Personnel**") engaged, retained, employed or contracted by Contractor to assist in the performance of this Agreement. Contractor shall require all Contractor Personnel to comply with all terms and conditions of this Agreement. Upon Hospital's request, Contractor shall obtain from each of the Contractor Personnel a written acknowledgment and agreement to be bound by the terms and conditions of this Agreement in such form as may be required by Hospital.

12.3. Other Agreements. Hospital and Contractor acknowledge and agree that this Agreement and any other agreement or arrangement between (a) Hospital and (b) Contractor, Physician or any immediate family member of Physician shall be cross-referenced to a master list(s) of contracts that is centrally maintained and updated by Hospital. For the purposes of this Section, "immediate family member" means a husband or wife; birth or adoptive parent, child or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild.

12.4. Incorporation of Exhibits. All schedules, exhibits, addenda, and recitals referred to in this Agreement are an integral part of this Agreement and are incorporated in full into this Agreement by this reference.

12.5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of California, without regard to conflict of law rules.

12.6. Force Majeure. Neither Party shall be liable or be deemed in default of this Agreement for any delay or failure to perform caused by Acts of God, war, acts of terrorism, disasters, strikes, or any similar cause beyond the control of either Party.

12.7. Catastrophe. In the event that Hospital facilities shall be partially damaged or destroyed by fire, earthquake or other catastrophe, and such damage is sufficient to render the facilities untenantable but not entirely or substantially destroyed, this Agreement may be suspended by Hospital until such time as Hospital determines that the premises or the facilities shall again be tenantable. In the event Hospital determines that Hospital facilities have been entirely or substantially destroyed by fire, earthquake, or other catastrophe, this Agreement may be terminated by either Party upon ten (10) days' written notice to the other; or, in the alternative,

this Agreement shall be suspended until such time as Hospital shall erect or otherwise acquire new facilities with accommodations substantially similar to those provided herein for the use of Program, in the event that Hospital gives written notice to Contractor that it shall erect or otherwise acquire facilities. Nothing in this Agreement shall obligate Hospital to erect or otherwise acquire such facilities.

12.8. Tax Exempt Financing. Notwithstanding anything in this Agreement to the contrary, in the event that the Hospital uses the proceeds of tax-exempt financing, this Agreement shall be amended as may be necessary in order for Hospital to comply with the requirements of such financing so that the services provided under this Agreement are not considered "private activity use" under the Internal Revenue Code. Immediately upon request by Hospital, Contractor shall execute any and all such amendments presented by Hospital and shall return promptly said executed original amendments to Hospital.

12.9. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the Parties.

12.10. Assignment and Delegation. Contractor shall not assign or delegate any of its rights or obligations under this Agreement, and any such assignment or delegation is expressly prohibited and shall be void. Subject to the prohibition contained in this paragraph, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties hereto. Hospital, in its sole and absolute discretion, shall have the right at any time to assign, delegate or in any manner transfer all or any portion of its interests, obligations or duties under this Agreement to any person, group or entity without the consent of Contractor.

12.11. Amendment. This Agreement may be amended at any time by mutual agreement of the Parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the Parties.

12.12. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the Parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement. This Agreement supercedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the Parties hereto with respect to the subject matter of this Agreement.

12.13. Captions. Any captions or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

12.14. Cumulation of Remedies. The various rights, options, elections, powers, and remedies of the respective Parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said Parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

12.15. No Third Party Rights. The Parties do not intend the benefits of this Agreement to inure to any third person not a signatory hereto. Notwithstanding anything contained herein, or any conduct or course of conduct by any Party hereto, before or after signing this Agreement, this Agreement shall not be construed as creating any right, claim or cause of action against either Party by any person or entity not a Party to this Agreement.

12.16. Counting Days. If the day for performance of any obligation under this Agreement is a Saturday, Sunday, or legal holiday (within the meaning of California Civil Code Section 7), then the time for performance of any obligation under this Agreement shall be extended to 5:00 p.m. on the first business day following such Saturday, Sunday, or legal holiday.

12.17. Construction of Agreement. The Parties agree that each Party and its counsel have fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendment hereto or exhibit herein or therein.

12.18. Waiver. No delay or omission by either Party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future. Any waiver of any terms and conditions hereof must be in writing, and signed by the Parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

12.19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

[Rest of the Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives effective as of the date first above written.

ST. FRANCIS MEDICAL CENTER

By: [redacted]
Gerald T. Kozai, PharmD

Its: President and Chief Executive Officer

HARDING G. YOUNG, M.D., INC.

By: [redacted]
Harding G. Young, M.D.

Its: _____

EXHIBIT A

DESCRIPTION OF SERVICES

ADMINISTRATIVE SERVICES

Physician shall:

1. Attend Hospital's Bioethics Committee meetings and co-chair Bioethics Consultation Sub-Committee meetings.

2. Be available for weekly multidisciplinary rounds and bioethics beside reviews, providing medical insight into cases and contacting attending physician to communicate bedside review recommendations.

3. Facilitate Bioethics consultation in collaboration with appropriate Hospital departments and affiliated physicians.

4. Inform Medical Executive Committee and Medical Staff regarding relevant bioethical issues.

5. Pursue educational opportunities as academic venues.

PERFORMANCE STANDARDS:

Contractor shall cause Physician to use best efforts to achieve and maintain compliance with the following:

1. Respond to a request for a Bioethical referral consultation within twelve (12) hours.

2. Be available by telephone for Bioethical consultation in a moment of crisis or urgency, i.e. Labor and Delivery (L&D), Neonatal Intensive Care Unit (NICU), and/or Intensive Care Unit (ICU).

3. Collaborate with Spiritual Care and Risk Management family conferences to resolve bioethical issues and concern arising from the referrals received.

4. Collaborate with the Palliative Care Team on addressing chronic and end of life issues.

5. Collaborate with the One Legacy organ procurement agency on issues related to ethics.

6. Participate in a review of Policies and Procedures in which Bioethics are a part of.

7. In collaboration with Co-Medical Director of the Program provide an annual evaluation, in writing, to Hospital administration outlining the Program's (i) strategic goals in the prior year in the areas of (a) quality, (b) patient safety and (c) improved efficiency; (ii) outcomes of each strategic goal; (iii) actions proposed to address any goals not met; and (iv) goals and objectives for the subsequent contract year.

EXHIBIT B

MEDICAL DIRECTOR INVOICE/TIME SHEET FORM

The following services were provided by Harding G. Young, M.D. ("**Physician**") on behalf of Harding G. Young, M.D., Inc. ("**Contractor**") during the month of _____ (date and year). *Use as many sheets as necessary.*

	Services Provided (please list specific activity performed)	**Date**	**Hours**
1.	Hospital Staff Education & Training		
	_____	_____	_____
	_____	_____	_____
2.	Clinical Supervision		
	_____	_____	_____
	_____	_____	_____
3.	Quality Improvement Activities (committees, case review, etc.)		
	_____	_____	_____
	_____	_____	_____
4.	Administration Activities		
	_____	_____	_____
	_____	_____	_____
5.	Community Education		
	_____	_____	_____
	_____	_____	_____
6.	Medical Management Activities		
	_____	_____	_____
	_____	_____	_____
7.	Compliance Activities		
	_____	_____	_____
	_____	_____	_____
8.	Other		
	_____	_____	_____
	_____	_____	_____

I certify to the best of my knowledge that the activities described above are directly related to the administrative services agreement that I have with the hospital and that I have not billed the Medicare program separately for any of the duties and responsibilities described above.

Harding G. Young, M.D., Inc.

By: _____ Total Hours_____

Approved by:

Hospital Representative_____ Date_____

EXHIBIT C

EXECUTED IRS FORM W-9

TAXPAYER IDENTIFICATION NUMBER

See attached.

EXHIBIT D

ESSENTIAL CHARACTERISTICS OF THE VERITY HEALTH SYSTEM OF CALIFORNIA, INC. CORPORATE RESPONSIBILITY PROGRAM

AND

STANDARDS OF CONDUCT

See attached.

EXHIBIT E

BUSINESS ASSOCIATE AGREEMENT

In the role of Medical Director, Contractor may have access to certain Protected Health Information (as defined below and referred to herein as "PHI") that is not the PHI of a mutual patient, but the PHI of a Hospital patient. Consequently, in the Medical Director role, Contractor is serving as a Business Associate or "BA," and Hospital is serving as a Covered Entity or "CE."

To protect the privacy of the PHI and to comply with HIPAA, the HIPAA Regulations, and the California Confidentiality Laws (each as defined below), CE and BA desire to enter into this BA Agreement setting forth the terms and conditions of the use and disclosure of such PHI. This exhibit solely relates to the potential use or disclosure of, as well as access to, PHI when the patient is not also a patient of BA.

ARTICLE I: DEFINITIONS

1.1 **General Rule**. Capitalized terms not otherwise defined in this BA Agreement shall have the same meaning as those terms have in the HIPAA Regulations.

1.2 **HIPAA** means the Health Insurance Portability & Accountability Act of 1996, P.L. 104-191, as amended by the HITECH Act.

1.3 **HIPAA Regulations** means the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including, but not limited to, the Privacy Rule, the Security Rule, and the Breach Notification Rule, as currently in effect and as modified from time to time.

1.4 **HITECH Act** means Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which is Title XIII of the American Recovery and Reinvestment Act of 2009, P.L. 111-5.

1.5 **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information, codified at 45 CFR Parts 160 and 164, Subparts A and E, as currently in effect and as modified from time to time.

1.6 **Protected Health Information or "PHI"** shall have the meaning given to the term "Protected Health Information" under the Privacy Rule.

1.7 **Breach Notification Rule** means the Standards for Notification in the Case of Breach of Unsecured Protected Health Information, codified at 45 CFR Parts 160 and 164, Subparts A and D, as currently in effect and as modified from time to time.

1.8 **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information, codified at 45 CFR Parts 160 and 164, Subparts A and C, as currently in effect and as modified from time to time.

1.9 **California Confidentiality Laws** means the laws of the State of California governing the confidentiality of PHI, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56 *et seq.*), the patient access law (Cal. Health & Safety Code §123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code §120975 et seq.), the Lanterman-Petris-Short Act (Cal. Wel. & Inst. Code §5328 et seq.), the medical identity theft law (Cal. Civil Code §1798.82), and the improper access notification law (Cal. Health & Safety Code §1280.15).

ARTICLE II: OBLIGATIONS OF BA

2.1 **General Requirements**. Except as otherwise limited in this BA Agreement, BA may use or disclose PHI to perform functions, activities, or services for, or on behalf of, CE pursuant to the Agreement, provided that such Use or Disclosure would not violate HIPAA, the HIPAA Regulations, or the California Confidentiality Laws if done by CE. BA and its agents and subcontractors shall only request, use, and disclose the minimum amount of PHI necessary to accomplish the purpose of the permitted Use or Disclosure. BA agrees to comply with all applicable provisions in HIPAA, the HIPAA Regulations, and the California Confidentiality Laws.

2.2 **Uses or Disclosures Permitted by Privacy Rule**. As permitted by the Privacy Rule, BA may use or disclose PHI: (a) as is necessary for the proper management and administration of BA's organization, or (b) to carry out the legal responsibilities of BA; provided, however, that any permitted Disclosure to a third party must be either Required by Law or subject to reasonable assurances obtained by BA from the third party that the PHI will be held confidentially, and securely, and used or disclosed only as Required by Law or for the purposes for which it was disclosed to such third party, and that any breaches of confidentiality of the PHI which become known to such third party will be immediately reported to BA. BA shall obtain the prior permission of CE before making any such disclosure that is not Required by Law. BA shall notify CE in a timely manner prior to making any Disclosure that is Required by Law, in order to afford CE the opportunity to respond to the request for such a Disclosure.

2.3 **Data Aggregation**. BA may provide Data Aggregation services relating to the Health Care Operations of CE.

2.4 **Disclosures to Agents and Subcontractors**. BA shall ensure that any agent or subcontractor to whom it provides PHI agrees in writing to the same restrictions, conditions, and requirements that apply to BA with respect to such PHI and as set forth herein regarding the Use and Disclosure and security of PHI, including, but not limited to, implementation of administration, physical and technical safeguards, notice of prohibited Use or Disclosure, mitigation of harmful effects, responses to requests for access and amendment, and a term permitting immediate termination of the agent's or subcontractor's agreement with BA for improper Use or Disclosure of PHI. BA shall terminate its agreement with any agent or subcontractor to whom it provides PHI if such agent or subcontractor fails to abide by any material term of such agreement.

2.5 **Safeguards**. BA shall implement and use appropriate safeguards as necessary to prevent the Use or Disclosure of PHI in any manner that is not permitted by this BA Agreement, including but not limited to, safeguards designed to limit incidental Uses or Disclosures made pursuant to an otherwise permitted or required Use or Disclosure.

2.6 **Security Rule Safeguards**. To the extent that BA creates, receives, maintains, or transmits electronic PHI, BA shall comply with the Security Rule and implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that may be transmitted in conformity with the requirements of the Security Rule and prevent the Use or Disclosure of electronic PHI in any manner that is not permitted by this BA Agreement.

2.7 **Direct Access to CE's Electronic Systems**. If BA or its employees/agents are granted direct access to CE's electronic systems, BA will ensure that each of its employees and agents has access to only what is required for each employee/agent to perform the specific duties assigned by BA to that individual employee/agent pursuant to the Services Agreement with CE. Further, BA will provide immediate notice when its employees/agents are terminated or change roles or otherwise no longer have a need for access, BA will routinely monitor the list of employees/agents with access, BA will educate its employees/agents that sharing of login information among its employees/agents is prohibited, and BA will provide CE with a list of its employees/agents with access to CE's electronic systems upon request by CE.

2.8 **Minimum Necessary Use and Disclosure**. In conducting functions and/or activities under this BA Agreement or any other agreement between the parties hereto that involve the use and/or disclosure of PHI, BA shall make reasonable efforts to limit the use and/or disclosure of PHI to the minimum amount of information necessary as determined by CE to accomplish the intended purpose of the use or disclosure.

2.9 **Reporting**. BA agrees to provide written notice to CE of any Use or Disclosure of PHI that is in violation of this BA Agreement, the Privacy Rule, the California Confidentiality Laws, or other applicable federal or state law, within five (5) calendar days of becoming aware of such Use or Disclosure. BA shall also notify CE in writing within five (5) calendar days of receipt of any complaint that BA receives concerning the handling of PHI or compliance with this BA Agreement. BA further agrees to provide written notice to CE of any Security Incident within five (5) calendar days of BA's discovery of such Security Incident.

Notwithstanding the foregoing, BA shall immediately, and in no case longer than forty-eight (48) hours after, upon discovery of a Breach under HIPAA or breach under applicable state law, report to CE such Breach/breach, consistent with HIPAA, the HIPAA Regulations, and the California Confidentiality Laws. BA must also, without unreasonable delay, identify each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired or disclosed as a result of the Breach/breach, and provide such information to CE as needed in order to meet the data

breach notification requirements under the Breach Notification Rule and the California Confidentiality Laws, and in any event within five (5) calendar days after the discovery of the Breach/breach. The Breach shall be considered "discovered" when the BA knew or reasonably should have known when the Breach occurred.

BA agrees to fully cooperate, coordinate with and assist CE in gathering the information necessary to notify the affected individuals. BA agrees to cooperate with CE to ensure that all such Breach/breach notices are sent without unreasonable delay, and in no case more than five (5) business days from the discovery of the Breach/breach, as required under the applicable California Confidentiality Laws. BA agrees that it shall be solely responsible for all costs and expenses incurred by both CE and BA as a result of the Breach/breach, including costs associated with mitigation, preparation and delivery of the notices.

2.10 **Mitigation**. BA shall mitigate promptly, to the extent practicable, any harmful effect that is known to BA of a Use or Disclosure of PHI by BA in violation of this BA Agreement, the Privacy Rule, or other applicable federal or state law.

2.11 **Requests for Restrictions**. BA agrees to comply with requests for restrictions on Use or Disclosure of PHI that CE has agreed to or is required to abide by under 45 C.F.R. §164.522, to the extent that such restriction may affect BA's use or disclosure of such PHI.

2.12 **Access and Amendment**. To enable CE to fulfill its obligations under the Privacy Rule, BA shall make PHI in Designated Record Sets that are maintained by BA or its agents or subcontractors available to CE for inspection, copying or amendment within ten (10) calendar days of a request by CE. If an Individual requests inspection, copying or amendment of PHI directly from BA or its agents or subcontractors, BA shall notify CE in writing within five (5) business days of receipt of the request, and shall defer to, and comply with, CE's direction in a timely manner regarding the response to the Individual regarding the request for inspection, copying or amendment.

2.13 **Accounting**. BA shall implement a process for recording certain Disclosures of PHI by BA ("Accounting Information") in order to enable CE to comply timely with its obligations under the Privacy Rule including, but not limited to, 45 CFR Section 164.528. At a minimum, this Accounting Information shall include for each such Disclosure recordation of (a) the name and date of birth of the Individual whose PHI was the subject of the Disclosure; (b) the date of Disclosure; (c) the name and address of the recipient of the PHI; (d) a brief description of the PHI disclosed; and (e) a brief statement of the purpose for the Disclosure that reasonably informs the Individual of the basis for the Disclosure. Within ten (10) calendar days of notice from CE of a request for an accounting of Disclosures of PHI, BA shall make available to CE this Accounting Information. In addition, for any month in which BA makes a Disclosure of PHI, BA shall provide Accounting Information during the subsequent month pertaining to CE, in a format and medium specified by CE. If an Individual requests an accounting directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) business

days of the request, and shall defer to, and comply in a timely manner with, CE's direction regarding the response to the Individual regarding the request for an accounting.

2.14 **Government Officials**. BA shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services ("Secretary") for purposes of determining CE's compliance with the Privacy Rule. BA shall notify CE regarding any PHI that BA provides to the Secretary concurrently with providing such PHI to the Secretary, and upon CE's request, shall provide CE with a duplicate copy of such PHI.

2.15 **Insurance and Indemnity**. BA shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure BA and its agents or subcontractors against any claim or claims for damages arising under this BA Agreement. Such insurance coverage shall apply to all sites of BA and to all services provided by BA or its agents or subcontractors under this BA Agreement.

BA shall indemnify, hold harmless and defend CE and its affiliated entities from and against any and all claims, losses, liabilities, costs and other expenses (including reasonable attorneys' fees and costs, and administrative penalties and fines) incurred as a result of, or arising directly or indirectly out of or in connection with any act or omission of BA, its agents or subcontractors, under this BA Agreement including, but not limited to, negligent or intentional acts or omissions. The indemnification obligation of BA shall survive termination of this BA Agreement.

2.16 **Prohibition on Sale of PHI**. BA agrees to comply with the prohibition of sale of PHI without authorization unless an exception under 45 C.F.R. § 164.508 applies.

2.17 **Compliance with CE's Obligations**. To the extent that BA carries out CE's obligations under HIPAA, the HIPAA Regulations, or the California Confidentiality Laws, BA shall comply with all of the requirements of HIPAA, the HIPAA Regulations, and the California Confidentiality Laws, in the performance of such obligations.

ARTICLE III: OBLIGATIONS OF CE

3.1 **Notice of Privacy Practices**. CE shall notify BA of limitation(s) in its notice of privacy practices, in accordance with 45 CFR Section 164.520, to the extent such limitation affects BA's permitted Uses or Disclosures.

3.2 **Individual Permission**. CE shall notify BA of changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent such changes affect BA's permitted Uses or Disclosures.

3.3 **Restrictions**. CE shall notify BA of restriction(s) in the Use or Disclosure of PHI that CE has agreed to, in accordance with 45 CFR Section 164.522, to the extent such restriction affects BA's permitted Uses or Disclosures.

3.4 **Prohibited Requests**. CE shall not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA, the HIPAA Regulations, or the California Confidentiality Laws, if done by CE.

ARTICLE IV: TERM AND TERMINATION

4.1 **Term**. This BA Agreement shall be effective as of the Effective Date, and shall continue in effect with respect to the Agreement until: (i) this BA Agreement is terminated in accordance with the provisions of Section 4.2 or (ii) the Agreement (in its entirety) is terminated.

4.2 **Termination for Cause**. In the event of either party's material breach of this BA Agreement, the non-breaching party may terminate this BA Agreement upon ten (10) calendar days prior written notice to the breaching party in the event the breaching party does not cure such breach to the reasonable satisfaction of the non-breaching party within such ten (10) calendar day period. In the event that cure of a breach under this Section 4.2 is not reasonably possible, the non-breaching party may immediately terminate this BA Agreement; or if neither termination nor cure is feasible, the non-breaching party may, subject to all applicable legal privileges, report the violation to the Secretary of the Department of Health and Human Services. Either party may terminate this BA Agreement immediately if (a) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, HIPAA Regulations, or the California Confidentiality Laws, or (b) if a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations, the California Confidentiality Laws, or any other security or privacy law is made in any administrative or civil proceeding in which that party has been joined.

4.3 **Effects of Termination**. Upon termination of the business relationship between the parties and/or the BA Agreement for any reason, BA shall, at CE's direction, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. Upon CE's request, BA shall certify in writing that such return or destruction has occurred. If BA determines that return or destruction is not feasible, BA shall explain to CE in writing why conditions make the return or destruction of such PHI not feasible. If CE agrees that the return or destruction of PHI is not feasible, BA shall retain the PHI, subject to all of the protections of this BA Agreement, and shall make no further Use or Disclosure of the PHI, except as for those purposes that make the return or destruction of the PHI not feasible. In any event, upon termination of the business relationship between the parties and/or the BA Agreement, BA shall retain for no less than six (6) years the Accounting Information compiled by BA pursuant to section 2.13 of this BA Agreement, and shall make such Accounting Information available to CE within five (5) business days of a request.

4.4 **Survival**. The obligations of BA under this Article IV shall survive the termination of the business relationship between the parties and/or the BA Agreement.

AMENDMENT NO. 1 TO
MEDICAL DIRECTOR AGREEMENT FOR BIOETHICS PROGRAM

This Amendment No. 1 (this "**Amendment**") to the Medical Director Agreement for Bioethics Program dated May 5, 2017, between St. Francis Medical Center and Harding Young, M.D., Inc. (the "**Agreement**") is made and entered into effective as of May 31, 2018 (the "**Amendment Effective Date**") by and between St. Francis Medical Center, a California nonprofit public benefit corporation ("**Hospital**"), and Harding Young, M.D., Inc., a California Professional Corporation ("**Contractor**").

Hospital and Contractor hereby agree as follows:

1. Extension of Expiration Date of Term. Section 10.1 of the Agreement is hereby amended to extend the term of the Agreement through May 31, 2019.

2. Defined Terms. Capitalized terms used in this Amendment but not defined herein shall have the meanings set forth in the Agreement. All references in the Agreement to the Agreement shall mean the Agreement, as amended by this Amendment.

3. Headings. The headings in this Amendment have been included solely for reference and are to have no force or effect in interpreting its provisions.

4. Original Signature. This Amendment and any facsimile signatures thereon shall be construed as an original document, and shall constitute the required signature to bind the parties herein.

5. Counterparts. This Amendment may be executed in counterparts, any of which need not contain the signature of more than one party, but all of which taken together shall be one and the same agreement.

6. Miscellaneous. Except to the extent specifically amended hereby, the provisions of the Agreement shall remain unmodified and the Agreement as amended hereby is confirmed as being in full force and effect.

IN WITNESS WHEREOF, Hospital and Contractor have caused this Amendment to be executed by their respective duly authorized representatives effective as of the Amendment Effective Date.

Hospital:
St. Francis Medical Center

By: [redacted]
Eleanor Ramirez
Its: Interim Chief Executive Officer

Contractor:
Harding Young, M.D., Inc.

By: [redacted]
Harding Young, M.D.
Its: Owner

2D

MEDICAL ADMINISTRATOR AND CALL COVERAGE AGREEMENT

This Medical Administrator and Call Coverage Agreement ("**Agreement**") is made and entered into as of January 1, 2015 (the "**Effective Date**"), by and between St Vincent Medical Center, a California nonprofit religious corporation ("**Hospital**"), and Randal P. Arase, M.D. ("**Physician**").

RECITALS

A. Hospital owns and operates a general acute care hospital located at 2131 West Third Street, Los Angeles, CA 90057, in which is located an Emergency Department ("**Department**"). Hospital is affiliated with the Daughters of Charity Health System ("**DCHS**").

B. Physician is duly qualified and licensed to practice medicine in the State of California, is experienced and qualified to provide professional services in the specialized field of General Surgery ("**Professional Services**"), and is a member of Hospital's Medical Staff ("**Medical Staff**"). Physician is willing to provide Professional Services upon the terms and conditions set forth in this Agreement.

C. In order to assure adequate medical care in the Department, Hospital desires to engage Physician to provide Professional Services to Hospital patients who present in the Department and require specialized services.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. Services.

1.1. Professional Services. Physician shall provide Professional Services as set forth in the "**Description of Services,**" attached hereto as Exhibit A, on dedicated coverage shifts of twenty-four (24) hour duration ("**Coverage Shifts**"), pursuant to the Department's pre-established schedule, as may be in effect and amended from time to time. Physician shall ensure that all Professional Services are performed only by a competent Physician who satisfies all of the requirements set forth herein.

1.1.1 Coverage Shifts Generally. During each Coverage Shift, Physician shall provide Professional Services to unassigned patients who present to the Hospital's emergency department and to Hospital's inpatients who are in need of medical care in physician's clinical specialty ("**Physician's Specialty**"), regardless of patients' insurance status or ability to pay. Physician shall be unencumbered by conflicting duties or responsibilities and shall respond in accordance with the requirements set forth in this Section 1, Hospital's Medical Staff Bylaws and Rules and Regulations, and the Department's Policies and Procedures during each Coverage Shift for which Physician is scheduled.

1.1.2 On-Call Coverage Shifts. During each on-call Coverage Shift, Physician shall ensure that he/she (a) responds by telephone within thirty (30) minutes of receiving a telephone call or page from the Department and (b) arrives in the Department within a timeframe appropriate to the acuity of the patient and based on Medical Staff protocols or as otherwise required by medical necessity. In the event Physician fails to perform any of the Coverage Shifts required hereunder, Hospital, in its sole discretion, may contract with another provider to perform such Coverage Shifts. Any costs incurred by Hospital in connection with arranging Coverage Shifts, as described herein, with another provider shall be paid by Physician.

1.2. Administrative Services. Physician shall perform the administrative duties and responsibilities ("**Administrative Services**") as set forth in the Administrative Services section of the "Description of Services," attached hereto as Exhibit A, under the direction Hospital President and CEO. Physician acknowledges that the Medical Executive Committee may monitor and review his/her performance of such Administrative Services, and that the results of any such reviews may be transmitted to Physician and Hospital administration.

2. Qualifications of Physician. Physician, at all times during the term of this Agreement, shall (a) be duly licensed as a physician under California law; (b) be Board Certified (or, with the approval of Hospital's President and CEO, or his/her designee, Board Eligible) in Physician's Specialty; (c) be a member in good standing of the Medical Staff of Hospital, with privileges in Physician's Specialty; (d) maintain an unrestricted federal Drug Enforcement Administration ("**DEA**") registration number; (e) be a participating provider in the Medicare and Medi-Cal programs; and (f) maintain insurance coverage as set forth in Section 15 of this Agreement. Physician shall provide documentation of compliance with all provisions of this Section to Hospital upon request.

3. Representations of Physician. Physician represents and warrants that (a) Physician's license to practice in any state has never been suspended, revoked or restricted; (b) Physician has never been reprimanded, sanctioned or disciplined by any licensing board or state or local medical society or specialty board; (c) Physician has never been denied membership or reappointment of membership on the medical staff of any hospital, and no hospital medical staff membership or clinical privileges of Physician have ever been suspended, curtailed or revoked for disciplinary reasons; (d) Physician has never been reprimanded, sanctioned or disciplined by the DEA, been denied a DEA registration number or had a DEA registration number restricted; (e) Physician has never been excluded from participation in, or sanctioned by, any state, federal or local health care program including, but not limited to, Medicare and Medi-Cal; and (f) Physician has never been denied insurance coverage as set forth in Section 15 or had such coverage restricted.

Physician will immediately notify Hospital if Physician is excluded from participation in a federal health care program. Physician will indemnify Hospital for any claims, judgments, overpayments or expenses arising from such exclusion.

4. Notice of Events. Physician shall also immediately notify Hospital of: (a) any failure to satisfy the terms of Section 2 or the inaccuracy of any representation or warranty made in Section 3; (b) any malpractice claim or professional disciplinary action asserted or initiated against Physician and (c) any pending plan to provide services through an incorporated entity, rather than individually. Physician shall provide the notice required pursuant to Section 4(c) no later than forty-five (45) days prior to the date on which Physician intends to provide services through his or her corporation, and shall take all such actions and provide all such information requested by Hospital in order to amend and assign this Agreement, as necessary, to reflect Physician's new corporate identity.

5. Other Agreements. Physician shall timely and fully perform all of Physician's monetary and non-monetary obligations to Hospital or its affiliate under any medical office building lease and any other written contracts between or among such parties.

6. Billing and Compensation.

6.1. Payment for Coverage Shifts. In consideration of the time spent on-call during the Coverage Shifts by Physician in accordance with Section 1 and expressly conditioned upon

Physician's submission to Hospital of the written monthly invoice in accordance with Section 6.2, and Hospital's acceptance thereof, Hospital shall pay Physician at the rate of Five Hundred Dollars ($500.00) per Coverage Shift. Physician shall accept such payments as full compensation from the Hospital for Coverage Shifts provided under this Agreement. Payment shall be made in the name of Physician. To ensure that compensation is reported as paid to the proper party, attached to this Agreement as Exhibit B is a completed and executed copy of IRS Form W-9 which identifies the taxpayer identification number for Physician.

6.2. Conditions for Payment. Payment of the compensation provided herein is conditioned upon the following:

6.2.1 Physician's timely and full performance of all of his/her duties and obligations set forth in herein.

6.2.2 Physician's maintaining such records and supporting documents as may, from time to time, be required to comply with the requirements of governmental agencies and third-party payors, including completing or assuring the prompt completion of all patient charts and other medical records required to be maintained with respect to the Department.

6.2.3 Physician's submission, on a monthly basis on or before the fifth (5th) day of each calendar month during the term of this Agreement, of a written invoice to Hospital in the form attached hereto as Exhibit C, or as otherwise required by Hospital, detailing to Hospital's satisfaction the number of Coverage Shifts provided by Physician during the immediately preceding calendar month. Hospital will not accept invoices submitted more than sixty (60) days after the end of the calendar month for which payment for Professional Services is sought.

6.2.4 Execution of the Agreement by Hospital and Physician prior to the Coverage Shift for which payment is requested. Hospital will not pay for any Coverage Shift occurring prior to the later of the Effective Date or the execution of the Agreement by both parties.

6.3. Billing and Collection. Physician shall, separately from Hospital and at Physician's cost and expense, bill and collect his or her fees and charges from patients and/or responsible payors for the Professional Services rendered in the Department. Such collections shall be made under Physician's federal tax identification number and provider number(s) and shall be carried out in accordance with all applicable contractual requirements, laws and regulations. Physician shall accept as payment in full for Professional Services covered by Medicare or Medi-Cal (a) the applicable Medicare payment under Medicare assignment and/or the applicable Medi-Cal payment under Medi-Cal assignment plus (b) the applicable coinsurance, copayment or deductible amounts. In the event that an uninsured patient's treatment is not covered by QueensCare, Hospital will compensate Physician for treatment of that uninsured patient at current Medicare rates.

7. Third-Party Payor Arrangements. Physician shall, upon Hospital's request, (a) make best efforts to enroll as a provider, as necessary, (separate from Hospital) with respect to Physician's Professional Services provided pursuant to this Agreement in any third-party payor arrangement; and (b) enter into an express contractual agreement with a third-party payor, or any intermediate organization, including any independent practice association, if required for enrollment with such third-party payor.

8. Compliance.

8.1. Corporate Responsibility Program; Ethical Principles, Policies and Practices. Physician hereby agrees that Hospital's Corporate Responsibility Program, as adopted and amended from time to time (the **"Compliance Program"**), shall be incorporated herein and made a part of this Agreement. Physician further agrees that at all times during the term of this Agreement, Physician shall (i) comply with all applicable federal and state laws and regulations; (ii) comply with all policies, bylaws, rules and regulations of Hospital and Hospital's Medical Staff applicable to Physician and the Department, including, but not limited to, the standards of conduct (the **"Standards of Conduct"**), which are part of Hospital's Compliance Program; and (iii) cooperate with Hospital's corporate compliance audits, reviews and investigations which relate to Physician and/or the Professional Services provided hereunder. The Ethical and Religious Directives for Catholic Health Care Services (the **"Directives"**) shall govern the performance of Physician's obligations hereunder and no activities or procedures that are contrary to the Directives shall be permitted or performed by Physician within Hospital's facilities. The Essential Characteristics of the Compliance Program and Standards of Conduct are attached hereto as Exhibit D. The Directives are provided to Physician in connection with his or her appointment to Hospital's Medical Staff.

8.2. Deficit Reduction Act. In compliance with Section 6032 of the Deficit Reduction Act of 2005, Hospital shall provide Physician with access to Hospital's policies detailing California and federal false claims laws, including but not limited to the False Claims Act, and regulations, including whistleblower protections and penalties, and Hospital's policies and procedures for detecting and preventing fraud, waste, and abuse (available at http://www.stvincentmedicalcenter.com /for-patients-visitors/your-privacy/deficit-reduction-act-policies)), and Physician agrees to abide by such policies in connection with the provision of services under this Agreement.

8.3. Confidentiality and Privacy. Both Parties shall comply with all federal and state laws governing the confidentiality and privacy of patient health information, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, and the Health Information Technology for Economic and Clinical Health Act and implementing regulations (collectively, "HIPAA"). In addition, Physician shall comply with Hospital and Medical Staff policies and procedures regarding patient privacy and confidentiality.

8.4. Business Associate Agreement. In providing Administrative Services under this Agreement, Physician may have access to Protected Health Information (as defined by HIPAA) of a Hospital patient who is not also a mutual patient of Physician, resulting in Physician serving as a Business Associate (as defined by HIPAA) of Hospital. The Parties agree to enter into a Business Associate Agreement, attached hereto as Exhibit E and incorporated herein, which sets forth the requirements for the potential use or disclosure of, and access to, Protected Health Information with respect to such arrangements.

9. Term. This Agreement shall commence as of the Effective Date and shall continue in effect until (and including) December 31, 2015, unless sooner terminated as otherwise provided in this Agreement. This Agreement may be renewed by mutual written agreement of the parties. Notwithstanding the expiration of the stated term of this Agreement, all terms and conditions of this Agreement shall remain effective, in force and applicable in full for an additional period during which the parties' mutual intent to continue this Agreement is manifested by their conduct, including, but not limited to, the continued performance of services hereunder and payment of consideration for such services in accordance with the terms of Section 6 of this Agreement.

10. Termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated upon any of the following:

10.1. Without Cause. Either party may terminate this Agreement at any time, without cause, by providing no less than sixty (60) days' written notice to the other party. In the event of such termination, the parties shall not enter into another agreement for the same services as provided hereunder for a period of one (1) year after the later of the Effective Date or the most recent renewal date of this Agreement.

10.2. For Breach. Either party may terminate this Agreement in the event of the other party's breach hereof by giving thirty (30) days' prior written notice of the general nature of such breach. Notwithstanding the foregoing, this Agreement shall not terminate in the event that the breaching party cures the breach, to the satisfaction of the non-breaching party, within fifteen (15) days of the receipt of such notice.

10.3. Immediately. Notwithstanding the foregoing, Hospital may terminate this Agreement immediately by giving written notice to Physician, upon the occurrence of any one or more of the following events: (i) Hospital determines in good faith that any aspect of the performance by Physician hereunder endangers patient safety; (ii) Physician fails to maintain compliance with all of the qualifications, covenants, provisions, representations and warranties set forth in Sections 2, 3, 8, 15 or 17.2; or (iii) Physician is convicted of a crime punishable as a felony or involving moral turpitude.

10.4. Termination Upon Advice of Counsel. In the event legal counsel for either party determines that this Agreement or any practices employed in exercising rights or providing services under this Agreement may be reasonably expected to violate any legal requirements, the parties in good faith shall meet and confer to revise this Agreement to comply with such law(s). In the event the parties are unable to agree upon the revised terms in a timely manner, this Agreement shall terminate upon ten (10) days' notice by either party to the other.

10.5. Effect of Termination. Upon expiration or termination of this Agreement, neither party shall have any further obligation hereunder except for (a) obligations due and owing which arose prior to the date of termination and (b) obligations, promises, or covenants contained herein which expressly extend beyond the term of this Agreement. Termination by Hospital of this Agreement shall not provide Physician the right to a fair hearing or the other rights more particularly set forth in the Medical Staff Bylaws.

10.6. Survival. The provisions of Sections 3, 6, 10, 11, 13, 14, 15, 16, and 17.2 shall survive the termination or expiration of this Agreement.

11. Set-off. In the event of any breach of Section 5 above, Hospital may set-off and apply any compensation otherwise due to Physician hereunder to cure any monetary defaults of Physician under other agreements. This set-off right is in addition to other Hospital remedies set forth herein.

12. Suspension. Hospital may suspend this Agreement in order to permit Hospital, its employees and agents to conduct any review of any ethical, clinical, compliance-, quality- or patient care-related matter. In lieu of termination of this Agreement under Section 10, Hospital may suspend this Agreement for any reason provided under Sections 10.2 or 10.3. Suspension of the Agreement shall take effect upon receipt of notice by Physician in writing or orally; if given orally, Hospital shall confirm oral notice promptly in writing. Suspension shall remain in effect until the rights and duties of Physician

under this Agreement are reinstated by Hospital by written notice to Physician. During the Suspension, Hospital shall be relieved of all of its duties and obligations under this Agreement, including, without limitation, any obligation to make payment for services rendered by any Physician or to make available any Department space, supplies or support staff to Physician. If the Agreement remains suspended for sixty (60) consecutive days, the suspension shall be treated as the termination of the Agreement without cause for all purposes of this Agreement.

13. Independent Contractor. In the performance of the duties and obligations hereunder, it is mutually understood and agreed that Physician is at all times acting and performing as an independent contractor and nothing in this Agreement is intended nor shall be construed to create between Hospital and Physician an employer/employee, joint venture, agency, lease or landlord/tenant relationship. The standards of medical practice and professional duties of Physician shall be determined by the Medical Staff and prevailing professional standards. Physician shall not have a claim against Hospital for social security benefits, workers' compensation benefits, vacation pay, sick leave, retirement benefits, disability or unemployment benefits, or employee benefits of any kind. Hospital shall not withhold on behalf of Physician any sums for income tax, unemployment insurance, social security or any other purposes, and all such withholdings or obligations shall be the sole responsibility of Physician. Physician shall not hold itself out as an officer, agent or employee of Hospital, and shall take all reasonable steps to disavow such status or relationship in every instance where a reasonable person might assume that such a relationship exists between the Parties. Physician shall reimburse or otherwise indemnify Hospital for all costs incurred, if Physician is held to be an employee or agent of Hospital for any purpose.

14. Access to Books and Records. Physician shall maintain and make available all necessary books, documents and records, in order to assure that Hospital will be able to meet all legal requirements and all requirements for participation and payment associated with private federal, state or other public third-party payment programs, including without limitation, Section 1861(v)(1)(I) of the federal Social Security Act, as amended. Until the expiration of four (4) years after the furnishing of Professional Services pursuant to this Agreement, Physician shall make available to the Secretary of Health and Human Services and the Comptroller General of the United States, or their duly authorized representatives, upon written request of any of them, this Agreement, and all books, documents and records that are necessary to certify the nature and extent of the cost of services hereunder. If Physician carries out any of the duties of this Agreement through a subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the subcontracting organization shall make available, upon written request to the Secretary or the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

15. Physician Insurance.

15.1. Coverage Requirements. Physician, at his or her sole cost and expense, shall procure and maintain in force throughout the entire term of this Agreement continuous coverage (as defined in Section 15.2 below) of policies of professional liability insurance. Without limitation, the professional liability insurance policies shall (i) provide coverage for covered medical incidents, including negligent acts or omissions of Physician in the performance of professional health care or medical services, occurring during the term of the policy, (ii) be issued by an insurance company licensed or otherwise qualified to issue professional liability insurance policies or coverage in the State of California and rated A- or better by A.M. Best Rating Agency or be issued by an adequately funded and

secured self-insurance trust, and (iii) provide for minimum coverage limits consistent with the requirements of the Hospital's Medical Staff Bylaws, but in no event less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the annual aggregate.

15.2. Continuous Coverage. For purposes of this Agreement, the term "**continuous coverage**" means the maintenance of professional liability insurance during the period commencing as of the Effective Date, continuing during the entire term of this Agreement (including any extensions or renewals hereof) and, if claims-made form of coverage, expiring not less than five (5) years following the expiration or earlier termination of this Agreement (the "**Insurance Period**"). To satisfy the requirement of continuous coverage, if for any reason during the Insurance Period any insurance policy maintained by Physician pursuant to this Section 15 terminates, expires, is cancelled or is not renewed, or if there is a reduction or other change in the amount or scope of any coverage under the policy (whether by action of the insurance company or Physician), Physician shall (i) cause a replacement insurance policy meeting the requirements of this Section 15 to be in effect as of the effective date of the termination, expiration, non-renewal, cancellation, reduction, or other change of the prior insurance policy, and (ii) purchase either extended reporting coverage (i.e., "tail" coverage) or prior acts coverage (i.e., "nose" coverage). "Tail" coverage must provide for a discovery/reporting period that would extend at least through the end of the Insurance Period, and "nose" coverage must provide coverage at least as of the start of the Insurance Period.

15.3. Certificate of Insurance. Physician shall provide Hospital with certificates of insurance evidencing the insurance policies required by this Section 15. Such insurance policy or policies shall also provide for not less than thirty (30) days' prior notice to Hospital of any termination, expiration, non-renewal, cancellation, reduction, or other change in the amount or scope of any coverage(s) required under this Section 15. Physician shall give Hospital not less than sixty (60) days' prior written notice of his/her intent to cancel such insurance, and agrees to notify Hospital promptly of any other termination, expiration, non-renewal, cancellation, reduction, or other change in the amount or scope of any coverage under the policy, but in no event later than ten (10) days following Physician's receipt of notification of such action. In the event Physician fails to procure, maintain or pay for the insurance required under this Section 15, Hospital shall have the right, but not the obligation, to obtain such insurance. In that event, Physician shall reimburse Hospital for the cost thereof, and failure to repay the same upon demand by Hospital shall constitute breach of a material provision of this Agreement.

16. Indemnification. Physician shall defend, indemnify and hold harmless Hospital, its members, directors, officers, employees, and agents from all claims, damages, costs, and expenses (including reasonable attorneys' fees) due to negligence or willful acts or omissions of Physician arising out of, or in connection with, the performance of this Agreement. Hospital shall defend, indemnify and hold harmless Physician from all claims, damages, costs, and expenses (including reasonable attorneys' fees) due to negligence or willful acts or omissions of Hospital (including its directors, officers, employees, and agents except Physician) arising out of, or in connection with, the performance of this Agreement.

17. Additional Provisions.

17.1. Notices. Written notice required under this Agreement shall be delivered personally or sent by United States registered or certified mail, postage prepaid and return receipt requested, and addressed or delivered to the parties at the following addresses (or such other address as may be designated by a party by written notice to the other party):

Physician
Randal P. Arase, M.D.
201 S. Alvarado St., #716
Los Angeles, CA 90057

Hospital
President and Chief Executive Officer
St. Vincent Medical Center
2131 West Third Street
Los Angeles, CA 90057

17.2. Non-Disclosure. Physician shall not disclose any information concerning this Agreement to any third party, except as permitted herein. This prohibition against release of information shall not prevent the parties from disclosing the contents of this Agreement to their respective attorneys, and shall not apply to any information as may be required to be released by contracts existing as of the date of this Agreement or fiscal intermediaries, public agencies or commissions with government powers and duties related to disclosure of information having the right to compel disclosure of such information or by process of law. Physician acknowledges that in connection with his/her performance under this Agreement, it may or will have access to and the use of confidential information and trade secrets (the **"Confidential Information"**) of Hospital related to the Department and its operations which include, but are not limited to, financial statements, internal memoranda, reports, patient lists, and other materials or records of a proprietary nature. In order to protect the Confidential Information, Physician agrees that it will not, after the date of this Agreement, for so long as any such Confidential Information remains confidential, secret or otherwise wholly or partially protectable, use such information (except in connection with the performance of his/her duties hereunder) or divulge the Confidential Information to any third party, without first obtaining the prior written consent of Hospital's President and CEO or his/her designee.

17.3. Expert Witness. Physician shall not accept consulting assignments or otherwise contract, agree or enter into an engagement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim asserting negligence, malpractice or professional liability on the part of Hospital or any hospital or health care facility that is a division or other subordinate organization of DCHS, or in which any division or subordinate organization of DCHS is named, or is expected to be named, as a defendant; provided, however, the provisions of this paragraph shall not apply to situations in which Physician served as attending physician and shall only apply to the extent Physician has actual knowledge of the relationship of a health care facility to DCHS.

17.4. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of California, without regard to conflict of law rules.

17.5. Nondiscrimination. Physician shall not differentiate or discriminate in the provision of medical services to patients due to race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, physical handicap, medical condition, medical history, genetics, evidence of insurability, or claims history, in violation of any applicable state, federal or local law or regulation, or the rules and regulations of Hospital with respect to such matters.

17.6. Assignment and Delegation. Physician shall not assign or delegate any of his or her rights or obligations under this Agreement, and any such assignment or delegation is expressly prohibited and shall be void, unless Hospital has given express written consent to such assignment or delegation. Subject to the prohibition contained in this paragraph, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto. Hospital, in its sole and absolute discretion, shall have the right at any time to assign, delegate or in any manner transfer all or any portion of its interests, obligations or duties under this Agreement to any person, group or entity without the consent of Physician.

17.7. Cross-Referencing of Agreements. Hospital and Physician acknowledge and agree that this Agreement and any other agreement or arrangement between (a) Hospital and (b) Physician or any immediate family member of Physician shall be cross-referenced to a master list(s) of contracts that is centrally maintained and updated by Hospital. For the purposes of this Section, "immediate family member" means a husband or wife; birth or adoptive parent, child or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild.

17.8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties.

17.9. Entire Agreement. This Agreement, including all attachments, exhibits and addendums, is the entire agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

St. Vincent Medical Center

[redacted]

By:
Name: Cathy Fickes
Title: President / CEO

Randal P. Arase, M.D.

[redacted]

By:
Name: Randal P. Arase, M. D.
Tax ID Number [redacted]

Exhibit A

DESCRIPTION OF SERVICES

ADMINISTRATIVE SERVICES

1. Provide medical direction for the day-to-day operations of the ER Call Panel;

2. Advise and assist Hospital in implementing Hospital's policies and procedures regarding the ER Call Panel;

3. Ensure physician coverage of the ER Call Panel;

4. Be responsible to Hospital's Administration for the on-call services and medical management of the ER Call Panel;

5. Participate in Hospital and Medical Staff committees as Hospital or its Medical Staff may request;

6. Ensure that the ER Call Panel is operated in accordance with all requirements of The Joint Commission, all applicable licensing requirements, and all other relevant requirements promulgated by any federal, state, or local agency; and

7. Recommend new or revised policies, as needed, to Hospital's Administration and/or to the appropriate committees of its Medical Staff.

PROFESSIONAL SERVICES

1. Serve as the admitting or consulting physician to provide general medical services to patients arriving in the Department and admitted to the Hospital (including the Intensive Care Unit) either for observation services or inpatient care;

2. Work with the Hospital Medical Staff and Hospital staff to achieve excellent communication and patient care hand-offs with primary care and specialist physicians at admission, during the inpatient stay, and at discharge for Covered Patients; and

3. Be actively engaged partners with the hospital management, staff, and Hospital Medical Staff leadership in efforts to optimize patient quality of care, appropriate utilization of resources, and consumer satisfaction.

PERFORMANCE STANDARDS

Physician uses best efforts to achieve the following performance standards.

1. Patient Satisfaction - Achieve scores of 80% or higher in patient satisfaction using the following three physician specific indicators: a.) Doctor explains things in a way you understand; b.) Doctor listens carefully to you; and c.) Doctor treats you with courtesy and respect.

2. Timeliness and Completeness of Medical Records/Compliance with Admission History and Physical Documentation: a.) Complete 90% of history and physical documentation within 24 hours of patient admission. b.) Complete 90% of discharge summary dictations within 24 hours of patient discharge from the hospital.

3. Meet 95% of all clinical quality indicators.

4. Alignment with Medicare geometric length of stay.

Exhibit B

IRS FORM W-9

See attached.

Exhibit C

CALL COVERAGE INVOICE FORM

_____, M.D. ("**Physician**"), provided the coverage for St. Vincent Medical Center on the following dates for a total of [_____ (__)]24-hour on-call coverage shifts in the immediately preceding month.

Dates of Coverage Shifts:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify to the best of my knowledge that the information on this invoice is accurate and complete.

Randal P. Arase, M.D.

By: _____ Total Shifts:_____

Approved by:

Hospital Representative:_____ Date:_____

Exhibit D

ETHICAL AND RELIGIOUS DIRECTIVES FOR

CATHOLIC HEALTH CARE SERVICES

Provided to Physician as a member of Hospital's Medical Staff.
Additional copies available upon request.

AND

ESSENTIAL CHARACTERISTICS OF THE DAUGHTERS OF CHARITY HEALTH SYSTEM CORPORATE RESPONSIBILITY PROGRAM

AND

STANDARDS OF CONDUCT

See attached.

Exhibit II to Policy 4.0

DAUGHTERS OF CHARITY HEALTH SYSTEM STANDARDS OF CONDUCT

DCHS is committed to carrying out their health care ministry in a manner consistent with the DCHS Philosophy, Mission and Values. In accordance with the DCHS Vincentian Values, each associate is called to: Respect, Compassionate Service, Simplicity, Advocacy for the Poor, and Inventiveness to Infinity.

The following Standards of Conduct are a practical extension of the DCHS Vincentian Values. They describe expectations for associate conduct necessary to promote and protect the integrity of DCHS. Each associate is expected to act in a manner consistent with the following standards:

Quality of Care: A central concern of DCHS in meeting patient needs is serving the whole person in his or her spiritual, intellectual, emotional and physical dimensions. Care will be provided in a safe and positive environment, free of disruptive and unethical behavior. DCHS is committed to providing competent and compassionate care, to respect and safeguard the dignity of the patient, and to allow patient access to all medical and ethical information necessary to make decisions about their care.

Law and Regulations: DCHS will operate in accordance with all laws and regulations. These laws and regulations apply to areas such as patient referrals, employment, physician relationships, billing and payment practices, discount arrangements, lobbying, political contributions, the environment, health and safety, and dealings with payors and regulatory agencies.

Human Resources: DCHS strives to cultivate a work environment where associates are highly regarded; where they are treated honestly and respectfully; where their health and safety are protected; where they are motivated to reach their potential; where they are given the opportunity for personal and career learning and advancement; where they are provided with opportunities to participate in decision that affect their working conditions; where they are provided with the tools necessary to do their jobs well; where there are safe and adequate procedures for resolving conflicts; and where associates are recognized and rewarded for their achievements, without prejudice or discrimination. Associates shall not engage in disruptive, offensive, or unethical behavior.

Business and Ethical Practices: DCHS is committed to ethical business conduct and integrity, including the Ethical and Religious Directives for Catholic Health Care Services. Associates must represent DCHS accurately and honestly and must not do anything that purposely defrauds anyone, including other companies or the government, of money, property, or services. Record keeping and billing for services provided to patients must be accurate, timely and lawful.

Associates must take all reasonable steps to preserve and protect the Health Ministry's assets by making prudent and effective use of its resources, and properly and accurately reporting its financial condition.

Confidentiality: In keeping with various laws, regulations, professional ethical guidelines and the Ethical and Religious Directives for Catholic Health Care Services, DCHS associates must maintain the confidentiality of medical records and other patient health information. Associates are also expected to keep confidential information about other associates and the proprietary business practices of the organization.

Conflicts of Interest: DCHS associates are expected to act in a manner that is in the best interest of the organization and the patients it serves. Associates may not use their positions to profit personally or to assist others in profiting in any way at the expense of the organization. In any situation where an associate's outside interests conflict with those of the organization, the associate must disclose the conflict in accordance with organizational policy.

Responsible Stewardship: Preserve and protect our organization's assets by making prudent and effective use of its resources.

Exhibit I to Policy 4.0

ESSENTIAL CHARACTERISTICS OF THE DAUGHTERS OF CHARITY HEALTH SYSTEM CORPORATE RESPONSIBILITY PROGRAM

The DCHS Corporate Responsibility Program (CRP) will have the following characteristics:

1. Require proactive guidance, self-review, monitoring, auditing and reporting.

   Each organization is to be proactive in the area of corporate compliance. Each Local Health Ministry will develop, implement and maintain a Corporate Responsibility Plan (Plan) to carry out the requirements of the DCHS Corporate Responsibility Program. The Local Health Ministry's Plan will provide guidance through the development of standards of conduct and procedures to be followed in identified risk areas and will provide for self-review and audit to detect and report illegal activity.

2. Require good faith effort to comply with law and regulations.

   Each Local Health Ministry is expected to comply with federal, state and local laws and regulations. With the proliferation of a myriad of laws and regulations in the health care field, coupled with increased governmental scrutiny, inadvertent non-compliance can expose the health ministry to civil and criminal fines and penalties. By providing a focus and education on compliance with laws and regulations that impact the health ministry in risk-sensitive areas, the Plan helps demonstrate the exercise of appropriate due diligence and a good faith effort to comply.

3. Require commitment of high-level personnel.

   The Corporate Responsibility Plan (Plan) will only be effective in accomplishing its goals and objectives as the level of commitment made by the organization's board of directors, president/CEO and executive management. Each Local Health Ministry will assign a high level executive responsible to oversee the implementation and operation of the Plan, and be accountable to its president/CEO for corporate compliance.

4. Heighten awareness and sensitivity to high-risk areas through education and communication.

   Through an initial and ongoing environmental assessment/risk analysis, high risk areas will be identified that need to be addressed in the Plan. Upon inclusion in the Plan, the education and communication procedures in the Plan will heighten the awareness of and the sensitivity to these areas throughout the Local Health Ministry, which will help facilitate compliance.

5. Be complementary, not duplicative, of existing policies, standards and guidelines.

   The CRP has been designed to complement, not duplicate, other DCHS policies. Because of the importance placed on corporate compliance, DCHS believes that it merits a separate policy and plan, with specifically identified focus and accountabilities.

AMENDMENT NO. 3 TO
MEDICAL ADMINISTRATION AND CALL COVERAGE AGREEMENT

This Amendment No. 3 ("**Amendment**") to the Administrator and On Call Agreement dated January 1, 2015 between St. Vincent Medical Center and Randal Arase, M.D. (the "**Agreement**") is made and entered into effective as of May 1, 2018 (the "**Amendment Effective Date**") by and between St. Vincent Medical Center , a California nonprofit public benefit corporation ("**Hospital**"), and Randal Arase, M.D. ("Physician").

Hospital and Physician hereby agree as follows:

1. Extension of Expiration Date of Term. Section 9 of the Agreement is hereby amended to extend the term of the Agreement through May 1, 2020

2. Daughters of Charity Health System Name. All references to Daughters of Charity Health System are hereby replaced with references to Verity Health System of California, Inc.

3. Corporate Form of Hospital. All references to Hospital as a California nonprofit religious corporation are hereby replaced with references to California nonprofit public benefit corporation.

4. Ethical Principles, Policies and Practices. All references to and requirements to comply with the Ethical and Religious Directives for Catholic Health Care Services are hereby deleted in their entirety.

5. Defined Terms. Capitalized terms used in this Amendment but not defined herein shall have the meanings set forth in the Agreement. All references in the Agreement to the Agreement shall mean the Agreement, as amended by this Amendment.

6. Headings. The headings in this Amendment have been included solely for reference and are to have no force or effect in interpreting its provisions.

7. Original Signature. This Amendment and any facsimile signatures thereon shall be construed as an original document, and shall constitute the required signature to bind the parties herein.

8. Counterparts. This Amendment may be executed in counterparts, any of which need not contain the signature of more than one party, but all of which taken together shall be one and the same agreement.

9. Miscellaneous. Except to the extent specifically amended hereby, the provisions of the Agreement shall remain unmodified and the Agreement as amended hereby is confirmed as being in full force and effect.

IN WITNESS WHEREOF, Hospital and Physician have caused this Amendment to be executed by their respective duly authorized representatives effective as of the Amendment Effective Date.

Hospital:
ST. VINCENT MEDICAL CENTER

By: [redacted]
Margaret Pfeiffer
Its: Chief Operation Officer

Physician:
RANDAL ARASE M.D.

By: [redacted]

Physician Tax ID Number: [redacted]

2E

COPY

OFFICE LEASE

ST. VINCENT PROFESSIONAL OFFICE BUILDING

ST. VINCENT MEDICAL CENTER
(Landlord)

and

RANDAL P. ARASE, M.D.
(Tenant)
Suite 716

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ST. VINCENT MEDICAL CENTER OFFICE BUILDING LEASE
(Base Year)

This lease (the "Lease"), dated as of January 3, 2005, is made by and between St. Vincent Medical Center, a California nonprofit religious corporation ("Landlord"), and Randal P. Arase, M.D., an individual ("Tenant").

ARTICLE 1

TERMS AND DEFINITIONS

For purposes of this Lease, the following terms shall have the following meanings:

"Base Year":	Calendar Year 2005.
"Brokers":	Robert C. Caudill and Bantry Holdings (Section 22.11).
"Building":	That certain office building known as St. Vincent Professional Office Building, which Landlord owns at 201 South Alvarado Street, Los Angeles, California 90057, together with all parking facilities, walks, malls, and landscaped areas.
"CC&R's"	That certain Declaration of Covenants, Conditions and Restrictions and any and all amendments, modifications, substitutions and replacements thereof which encumber the Real Property and the Building (Exhibit E).
"Directives"	Those certain Ethical and Religious Directives for Catholic Health Care Services as approved by the United States Conference of Catholic Bishops and any and all amendments, modifications, substitutions and replacements thereof (Exhibit F).
"Lease Commencement Date":	February 1, 2005 (Article 3).
"Lease Term":	A period of time commencing on the Lease Commencement Date and ending on January 31, 2010 (Article 3).
"Minimum Annual Rent":	Minimum rent per annum per rentable square foot of Premises shall be as follows (Article 4):

Lease Year	Minimum Annual Rent	Monthly Payment
1	$40,546.70	$3,378.90

Minimum Annual Rent shall be increased for adjustments in the Consumer Price Index (Article 4).

"Parking":	One (1) reserved and five (5) unreserved parking spaces (Article 20).
"Premises":	The space located on the seventh floor of the Building known as Suite 716, as outlined on Exhibit A attached hereto, containing in the aggregate approximately 1,609 rentable square feet for purposes of calculating Minimum Annual Rent and Tenant's Share (Exhibit A and Article 2).
"Security Deposit":	Three Thousand Seven Hundred Seventeen ($3,717) Dollars (Article 5).
"Tenant's Share":	Shall mean the proportion that the rentable square footage of the Premises bears to the total rentable square feet of the office space in the Building. Tenant consents and agrees that Tenant's Share is 1.38% (Article 4).

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Address for Notices (Section 22.16):

To Landlord: St. Vincent Professional Office Building
201 South Alvarado Street, Suite 205
Los Angeles, California 90057
Attention: Property Manager

To Tenant: Randal P. Arase, M.D.
201 South Alvarado Street, Suite 716
Los Angeles, California 90057
(Prior to the Lease Commencement Date)

-and-

Randal P. Arase, M.D.
201 South Alvarado Street, Suite 716
Los Angeles, California 90057
(After the Lease Commencement Date)

ARTICLE 2

PREMISES

2.1 The Building and Real Property. Upon and subject to the terms, covenants and conditions hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby hires from Landlord the Premises. The Building contains approximately 101,245 rentable square feet of office space. For purposes of this Lease, "rentable square feet" and "usable square feet" shall be calculated pursuant to Standard Method of Measuring Floor Area in Office Buildings, ANSI Z65.1 - 1980 ("BOMA"); provided that for purposes of determining the Minimum Annual Rent and the additional rent due under Article 4 of this Lease, the rentable square footage of the Premises shall be equal to 106.82% of the useable square footage of the Premises; and further provided that in all other instances the rentable square footage of the Premises shall be calculated pursuant to BOMA. The Building, the land upon which the Building stands and the land and improvements surrounding the Building, including any parking structure, which are designated from time to time by Landlord as land or common areas appurtenant to or servicing the Building, are herein sometimes collectively referred to as the "Real Property." Tenant is hereby granted the right to the non-exclusive use of the common corridors and hallways, stairwells, elevators, restrooms and other public or common areas; provided, however, that the manner in which the public and common areas are maintained and operated shall be at the sole discretion of Landlord and the use thereof shall be subject to such rules, regulations and restrictions as Landlord may make from time to time. Landlord reserves the right to make alterations or additions to or to change the location of elements of the Real Property and the common areas thereof. A site plan of the Real Property is attached hereto as Exhibit A-1.

2.2 Verification of Rentable Area. The usable and rentable square footage of the Building and the Premises are subject to verification by Landlord's architect. Tenant's architect may consult with Landlord's architect regarding the verification of the usable and rentable square footage of the Premises in accordance with BOMA; however, the determination of Landlord's architect shall be conclusive and binding upon the parties. In the event that Landlord's architect shall determine that the amounts thereof shall be different from those set forth in Article 1 and Section 2.1 hereof, all amounts, percentages and figures appearing or referred to in this Lease based upon such incorrect amount shall be changed accordingly. Once such determination is made, it will be confirmed in writing by Landlord to Tenant.

2.3 Landlord's Work in the Premises. Landlord has completed, at its own cost and expense, the base, shell and core of the Premises ("Base, Shell and Core") as set forth in a work letter attached hereto as Exhibit B ("Work Letter"). Except as specifically set forth in this Lease and the Work Letter, and due to the fact that Tenant has been in occupancy of the Premises for several years, Landlord shall not provide or pay for any interior improvement work or services related to the improvement of the Premises, and Tenant hereby accepts the Premises in its "as is" condition. Tenant also acknowledges that

Landlord has made no representation or warranty regarding the condition of the Premises or the Building except as specifically set forth in this Lease and the Work Letter.

ARTICLE 3

LEASE TERM

3.1 The terms and provisions of this Lease shall be effective as of the date of this Lease. The Lease Term shall commence on the Lease Commencement Date and shall terminate on the last day of the Lease Term, unless this Lease shall sooner terminate as hereinafter provided. For purposes of this Lease, a Lease Year shall mean any consecutive twelve (12) month period during the Lease Term; provided, however, that the first Lease Year shall commence on the Lease Commencement Date and end on the last day of the eleventh month thereafter and the second and each succeeding Lease Year shall commence on the first day of the next calendar month; and further provided that the last Lease Year of the Lease Term shall end on the last day of the Lease Term. Tenant acknowledges that he is currently occupying the Premises. On the Lease Commencement Date, Tenant shall execute and deliver to Landlord the Notice of Lease Term Dates in the form of Exhibit G attached hereto.

3.2 Option Term. What's the adv. of Extending it!

(a) Option Right. Landlord hereby grants Tenant an option to extend the Term of the Lease for one (1) period of five (5) years (the "Extension Term"), which option shall be exercisable only by written Exercise Notice (as defined below) delivered by Tenant to Landlord as provided below, provided that, as of the date of delivery of such Exercise Notice, Tenant is not in default beyond any cure period under the Lease. Upon the proper exercise of such option to extend, and provided that, as of the original Expiration Date, Tenant is not in default under the Lease, the Term of the Lease shall be extended for the Extension Term. The rights contained in this subparagraph 3.2(a) shall be personal to the original Tenant and may only be exercised by the original Tenant if the original Tenant occupies the entire Premises as of the date of the Exercise Note.

(b) Extension Rent. The Minimum Annual Rent payable by Tenant during the Extension Term (the "Extension Rent") shall be calculated pursuant to Section 4.2 below, provided, however, that in no event will the Extension Rent for the first Lease Year of the Extension Term be less than the Minimum Annual Rent in effect immediately preceding the Extension Term including Tenant's Share of Operating Expenses and Taxes Expenses. All other terms and conditions of the Lease shall apply throughout the Extension Term; however, any obligation of Landlord to construct Tenant Improvements or provide an allowance shall not apply during the Extension Term and Tenant shall, in no event, have the option to extend the Term beyond the Extension Term described in subparagraph 3.2(a).

(c) Exercise of Option. The option contained in subparagraph 3.2(a) shall be exercised by Tenant, if at all, only in the following manner: (i) Tenant shall deliver written notice to Landlord not more than nine (9) months nor less than six (6) months prior to the Expiration Date stating that Tenant is exercising its option ("Exercise Notice"). Tenant's failure to timely deliver the Exercise Notice shall be deemed to constitute Tenant's irrevocable waiver of its extension rights hereunder.

ARTICLE 4

RENTAL AND OTHER PAYMENTS

4.1 Minimum Annual Rent. Tenant agrees to pay to Landlord, at Bantry Property Services, P.O. Box 50467, Los Angeles, CA 90074, or such other place as Landlord may from time to time designate and at the times and in the manner herein provided, the Minimum Annual Rent. Commencing on the Lease Commencement Date, Minimum Annual Rent shall be payable by Tenant to Landlord in advance in twelve (12) equal monthly installments on the first day of each calendar month, without demand or offset whatsoever, provided that if any rental payment date (including the Lease Commencement Date) falls on a day of the month other than the first day of such month or if any rental payment is for a period which is shorter than one month, the rental for any fractional month shall accrue on a daily basis for the period from the date such payment is due to the end of such calendar month or to the end of the Lease Term at a rate per day which is equal to 1/360 of the Minimum Annual Rent. If the last Lease Year contains more than twelve (12) calendar months, then the Minimum Annual Rent for the extra time period shall be prorated based upon

the Minimum Annual Rent for the last Lease Year. All other payments required to be made under the terms of this Lease that require proration on a time basis shall be prorated on the same basis. Minimum Annual Rent shall be paid in the amounts set forth in Article 1 above for each Lease Year or such amounts as are calculated pursuant to Section 4.2 below, whichever is greater.

4.2 Consumer Price Index Adjustments to Minimum Annual Rent. In order to adjust the Minimum Annual Rent payable under this Lease in accordance with changes in the cost of living from time to time, commencing at the beginning of the second Lease Year and continuing annually thereafter during the Lease Term, Tenant agrees to pay to Landlord, with the installments of Minimum Annual Rent, and as additional rent under this Lease, an amount representing rent escalation (the "rent escalation"). For purposes of calculating the rent escalation payable hereunder, the Consumer Price Index for All Urban Consumers, Los Angeles-Riverside-Orange County 1984 = 100, unadjusted (the "Index") published by the Bureau of Labor Statistics of the United States Department of Labor for the month occurring four (4) months prior to the month in which the Lease Commencement Date occurs shall be the base index figure (the "Base Index"). The Base Index shall be compared to the Index figure for January of each Lease Year, including the first Lease Year if the Lease Term commences other than during January. In the event that the Index figure for January of any Lease Year shall be greater than the Base Index, in addition to the Minimum Annual Rent, Tenant shall pay rent escalation to Landlord in an amount equal to the same percentage increase in the Minimum Annual Rent as the percentage increase in the Index for such January over the Base Index, such amount to be payable monthly commencing with the payment of Minimum Annual Rent for the month following such January.

In the event that the Index for any January during the Lease Term is not yet available upon the date that such installation(s) of Minimum Annual Rent is due, Tenant shall continue paying the monthly installments of Minimum Annual Rent and rent escalation in the amount applicable for such January until the Index for the month is published, whereupon Tenant shall immediately pay Landlord the rent escalation that would have been due in the months following such January had the Index for such January been available. In no event shall the Minimum Annual Rent, adjusted only for rent escalation, payable for one month of the Lease Term be less than the Minimum Annual Rent, adjusted only for rent escalation, payable for the preceding month of the Lease Term. In the event that publication of the Index is discontinued, Landlord and Tenant agree that the Index on consumer prices that is most closely analogous to the Index shall be used in place of the Index for calculation of the rent escalation payable hereunder. In the event that the references or techniques employed in the calculation of the Index shall be modified and such modification would have resulted in a different figure for the Base Index, Landlord and Tenant agree that the Base Index shall be appropriately adjusted and that the Index, as modified, shall be used as provided hereunder.

4.3 Additional Rent.

4.3.1 Tenant's Share. As more fully set forth in this Section 4.3, in addition to the Minimum Annual Rent, Tenant shall also pay to Landlord, its share (" Tenant's Share") of all annual Direct Expenses which are in excess of Direct Expenses for the Base Year.

4.3.2 Definitions: As used in this Section 4.3, the following terms have the meaning hereinafter set forth:

4.3.2.1 "Tenant's Share" of Direct Expenses for each Expense Year shall be 1.38%, as set forth in Article 1 of this Lease. In the event either the rentable square feet of the Premises and/or the total rentable square feet of the Building is changed, Tenant's Share shall be appropriately adjusted, and, as to the Expense Year in which such change occurs, Tenant's Share for such year shall be determined on the basis of the number of days during such Expense Year that each such Tenant's Share was in effect.

4.3.2.2 "Expense Year" shall mean each twelve (12) consecutive month period commencing January 1st of each year falling within the Lease Term, provided that Landlord, upon notice to Tenant, may change the Expense Year from time to time to any other twelve (12) consecutive month period, and, in the event of any such change, Tenant's Share of Direct Expenses shall be equitably adjusted for any Expense Year involved in any such change.

4.3.2.3 "Direct Expenses" shall mean "Operating Expenses" and "Tax Expenses".

4.3.2.4 "Operating Expenses" shall mean any and all costs and expenses paid or incurred by Landlord in connection with the ownership, operation, maintenance, management, replacement, restoration, and repair of the Building and Real Property. By way of illustration only, but not limitation, Operating Expenses shall include the following: (i) the cost of supplying all utilities, the cost of operating, maintaining, repairing, and managing the utility systems, mechanical and heating systems, ventilation and air conditioning systems, sanitary and storm drainage systems, and escalator and elevator systems, the cost of environmental surcharges imposed by any governmental entity, and the cost of supplies and equipment and maintenance and service contracts in connection therewith; provided that Tenant shall not be responsible for a portion of the cost of a particular utility if Tenant directly or indirectly pays for Tenant's use of such utility pursuant to the terms of Article 7 of this Lease; (ii) the cost of landscaping, all supplies, and relamping; (iii) the cost of parking area maintenance, including resurfacing, repainting, restripping, and cleaning; (iv) the cost of fire, extended coverage, boiler, sprinkler, public liability, property damage, workmen's compensation, loss of rent, earthquake, and other reasonable insurance, including such endorsements thereto as Landlord may desire, all in such amounts as Landlord may reasonably determine; (v) wages, salaries and other labor costs, including payroll and employment taxes, and employee medical, welfare, pension and other fringe benefits; (vi) fees, charges and other costs, including management fees, consulting fees, legal fees and accounting fees, of all independent contractors engaged by Landlord or reasonably incurred by Landlord in connection with the management, operation, maintenance and repair of the Building and Real Property, as well as any and all trip or similar fees, linkage fees, and business fees; (vii) the cost of licenses, permits and inspections and the cost of contesting the validity or applicability of any government enactments which may affect Operating Expenses; (viii) the fair market rental value of the property manager's office in the Building; (ix) depreciation of the cost of acquiring or the rental expense of personal property used in the maintenance, operation and repair of the Building and Real Property; (x) the cost of any capital improvements made to the Building after completion of its construction as a labor-saving device or to effect other economies in the operation or maintenance of the Building, or made to the Building after the Lease Commencement Date that are required under any governmental law or regulation that was not applicable to the Building at the time that permits for the construction thereof were obtained, such costs to be amortized over such reasonable period as Landlord shall determine, together with interest on the unamortized balance at a market rate; and (xi) the cost of janitorial service, alarm and security service, window cleaning, trash removal, replacement of wall and floor coverings, ceiling tiles and fixtures in lobbies, corridors, restrooms and other common and public areas or facilities, maintenance and replacement of curbs, walkways, repair of roofs and reroofing. For purposes of computing Tenant's Share pursuant to this Article 4, Operating Expenses for the Building or Real Property that are not, in Landlord's sole discretion, allocable or chargeable solely to either the office or retail space of the Building shall be allocated between and charged to the office and retail space of the Building on an equitable basis as determined by Landlord. For purposes of this Lease, Operating Expenses shall not include " Tax Expenses", interest expense, except as provided in clause (x) above, leasing commissions, depreciation on the improvements contained in the Building, except as provided in clause (ix) above, or the cost of capital expenditures not included in clause (x) above. The computation of Operating Expenses shall be made in accordance with generally accepted accounting principles. If during any Expense Year, the Building is on a monthly average less than ninety-five percent (95%) occupied, the Operating Expenses shall be increased to reflect the Operating Expenses of the Building as though it was on a monthly average ninety-five percent (95%) occupied and the additional rent shall be based upon the Operating Expenses so adjusted.

4.3.2.5 "Tax Expenses" shall include, but not be limited to, any and all present and future general real property and improvement taxes, any form of assessment, bonded indebtedness, reassessment, license fee, license tax, business license tax, commercial rental tax, in lieu tax, levy, charge, penalty or similar imposition, whatsoever or at all imposed by any authority having the direct power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, drainage or other improvement or special assessment district thereof, or any agency or public body, as against any legal or equitable interest of Landlord in the Real Property, which are paid or incurred by Landlord, and which shall include, but not be limited to, the following:

(i) Any tax on Landlord's rent, right to rent or other income from the Real Property or as against Landlord's business of leasing any of the Real Property, but specifically excluding Landlord's federal or state income, franchise, inheritance or estate taxes;

(ii) Any assessment, tax, fee, levy or charge in addition to, or in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of real property tax, it being acknowledged by Tenant and Landlord that Proposition 13 was adopted by the voters of the State of California in the June 1978 election and that assessments, taxes, fees, levies and charges may be imposed by governmental agencies for such services as fire protection, street,

sidewalk and road maintenance, refuse removal and for other governmental services formerly provided without charge to property owners or occupants. It is the intention of Tenant and Landlord that all such new and increased assessments, taxes, fees, levies, and charges and all similar assessments, taxes, fees, levies and charges be included within the definition of real property taxes for the purposes of this Lease, including any increase in real property taxes which are assessed due to the sale and/or the leasing of the Real Property and/or the Building or any portion thereof or any interest therein and/or the sale or transfer of any interest in the Landlord;

(iii) Any assessment, tax, fee, levy, or charge allocable to or measured by the area of the Premises or the rent payable hereunder, including, without limitation, any gross income tax with respect to the receipt of such rent, or upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or any portion thereof; and

(iv) Any assessment, tax, fee, levy or charge, upon this transaction or any document to which Tenant is a party, creating or transferring an interest or an estate in the Premises.

With respect to any assessment that may be levied against or upon the Real Property and that under the laws then in force may be evidenced by improvement or other bonds, or may be paid in annual installments, there shall be included within the definition of real property taxes with respect to any tax fiscal year only the amount currently payable on such bonds, including interest, for such tax fiscal year, or the current annual installment for such tax fiscal year.

4.3.3 Calculation of Excess. If, for any Expense Year ending or commencing within the Lease Term, Tenant's Share of Direct Expenses for such Expense Year exceeds Tenant's Share of any payments made by Tenant during such Expense Year pursuant to the Estimate Statement, then Tenant shall pay to Landlord, in the manner as set forth in Section 4.3.4, below, and as additional rent, an amount equal to such excess (the "Excess"). If the Lease Term falls partially within an Expense Year, the Excess calculated for such partial year shall be equitably prorated based upon a 360 day year.

4.3.4 Statement of Actual Direct Expenses. Landlord shall endeavor to give to Tenant on or before the first day of April following the end of each Expense Year, a statement (the "Statement") which shall state the Direct Expenses incurred or accrued for such preceding Expense Year, and which shall indicate the amount, if any, of any Excess. Upon receipt of the Statement for each Expense Year ending during the Lease Term, if an Excess is present, Tenant shall pay, with its next installment of Minimum Annual Rent due, the full amount of the Excess for such Expense Year, less the amounts, if any, paid during such Expense Year as Estimated Excess. The failure of Landlord to timely furnish the Statement for any Expense Year shall not prejudice Landlord from enforcing its rights under this Article 4.

Even though the Lease Term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's Share of the Direct Expenses for the Expense Year in which this Lease terminates, if an Excess is present, Tenant shall immediately pay to Landlord an amount as calculated pursuant to the provisions of Section 4.3.2 above, and, conversely, if an overpayment is present, an amount as calculated pursuant to the provisions of Section 4.3.2, above, shall be immediately rebated by Landlord to Tenant, less any amounts otherwise owing from Tenant to Landlord. The provisions of this paragraph shall survive the expiration or earlier termination of the Lease Term.

4.3.5 Statement of Estimated Direct Expenses. In addition, Landlord shall endeavor to give Tenant a yearly expense estimate statement ("Estimate Statement") which shall set forth Landlord's reasonable estimate (the "Estimate") of what the total amount of Direct Expenses for the then current Expense Year shall be and the estimated excess (the "Estimated Excess") as calculated by Landlord based upon Tenant's Share of Direct Expenses. The failure of Landlord to timely furnish the Estimate Statement for any Expense Year shall not preclude Landlord from enforcing its rights to collect any Excess under this Article 4. If pursuant to the Estimate Statement an Estimated Excess is calculated for the then current Expense Year, Tenant shall pay, with its next installment of Minimum Annual Rent due, a fraction of the Estimated Excess for the then Expense Year, which fraction shall have as its numerator the number of months which have elapsed in such current Expense Year to the month of such payment, both months inclusive, and which fraction shall have 12 as its denominator. Until a new Estimate Statement is furnished, Tenant shall pay monthly, with the monthly Minimum Annual Rent installments, an amount equal to one-twelfth (1/12) of the total Estimated Excess.

4.3.6 Taxes and Other Charges for which Tenant is Directly Responsible. Tenant shall reimburse Landlord upon demand for any and all taxes required to be paid by Landlord (excluding state, local and federal personal or corporate income taxes measured by the net income of Landlord from all sources and estate and inheritance taxes), whether or not now customary or within the contemplation of the parties hereto, when:

4.3.6.1 Said taxes are measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises or by the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, regardless of whether title to such improvements shall be vested in Tenant or Landlord;

4.3.6.2 taxes are assessed upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; or

4.3.6.3 Said taxes are assessed upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises.

In the event that it shall not be lawful for Tenant to reimburse Landlord for the items specified in this Section 4.3.6, the monthly installment of Minimum Annual Rent payable to Landlord under this Lease shall be increased to net Landlord the same net rent after imposition of any such tax upon Landlord as would have been payable to Landlord if any such tax had not been imposed.

4.3.7 Dispute. In the event of any dispute as to additional rental due under this Article 4, Tenant shall have the right, after reasonable notice and at reasonable times, to inspect Landlord's records at Landlord's office. If after such inspection, Tenant still disputes such additional rental, a certification as to the proper amount shall be made, at Tenant's expense, by Landlord's independent certified public accountant, which certification shall be final and conclusive.

ARTICLE 5

SECURITY DEPOSIT

Concurrent with Tenant's execution of this Lease, Tenant shall deposit with Landlord a security deposit (the "Security Deposit") in the amount set forth in Article 1 of this Lease. The Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the Lease Term. If Tenant defaults with respect to any provisions of this Lease, including, but not limited to, the provisions relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain any or all part of the Security Deposit for the payment of any rent or any other sum in default, or for the payment of any amount that Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage that Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount, and Tenant's failure to do so shall be a default under this Lease. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit, or any balance thereof, shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within sixty (60) days following the expiration of the Lease Term. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code. On the Lease Commencement Date, the Tenant shall receive a credit against the Security Deposit in the amount of $2,714.40, and the balance thereof in the amount of $1,002.80 shall be paid by the Tenant at that time.

ARTICLE 6

USE

Tenant shall use that portion of the Premises set forth on Exhibit A solely for medical office purposes and Tenant shall not use nor permit the Premises to be used for any other purpose or purposes whatsoever without the prior written consent of Landlord. Tenant further covenants and agrees that it shall not use, or suffer or permit any person or persons to use, the Premises or any part thereof for any use or

purpose contrary to the provisions of Exhibit D, attached hereto, or in violation of the laws of the United States of America, the State of California, or the ordinances, regulations or requirements of the local municipal or county governing body or other lawful authorities having jurisdiction over the Building. During the Lease Term, Tenant shall comply with all of the terms, covenants and conditions contained in the CC&R's, and the Directives. Tenant acknowledges that it has received copies of, read and understands all of the provisions of the CC&R's, and the Directives.

The Premises shall not be used for any purpose which violates the Directives. The applicability of the Directives to any use of the Premises shall be determined by the Landlord, in the Landlord's sole and absolute discretion. Tenant specifically understands that pursuant to the Directives (but without limitation) the following medical procedures may not be performed at the Premises: abortions, sterilization procedures, or euthanasia.

Additionally, the Premises shall not be used for the following specific purposes: Clinical Laboratory (except for routine tests performed by a physician who is not a pathologist in his or her own office for his or her own patients in connection with his or her medical specialty); any invasive or noninvasive imaging or x-ray procedures (except for routine procedures by a physician in his or her own office for his or her own patients, i.e., not referred to such physician solely for an imaging procedure); C.T. Scan, NMR (MRI), and similar imaging procedures; physical therapy; outpatient surgery (except for simple procedures which are typically performed in a regular medical office not equipped or held out as being a surgicenter, and which are performed for the physician's own patients in his or her own office in connection with the physician's medical specialty).

If Tenant is a general partnership, then the general partners of Tenant, or if Tenant is a corporation, then the shareholders of Tenant, or if Tenant is an unincorporated association or a medical association, then the members of Tenant, or Tenant is an individual or individuals, then such individuals constituting Tenant, shall be comprised solely of practitioners of the healing arts who are members in good standing of the medical, dental and allied health staffs of St. Vincent Medical Center (the "Qualified Occupants"). Tenant shall also be responsible, at its sole cost and expense, for obtaining all operating permits, licenses and governmental approvals necessary for the operation of Tenant's Use and for determining that the Premises and Building are suitable for Tenant's Use (including, without limitation, zoning and capacity of the Building's systems) and neither Landlord nor its agents has made or is making any representations or warranties as to the suitability of the Premises or the Building for Tenant's Use or that Tenant's Use is permitted under current zoning or other applicable laws. Tenant further acknowledges and agrees that the Building currently contains or may in the future contain tenants who conduct medical and other related uses in their respective premises and Tenant hereby accepts all conditions associated with such uses.

Without limiting the provisions set forth above, Tenant specifically agrees not to engage in or permit the Premises to be used for the practice of radiology or pathology, or to maintain any x-ray, or other electrical or electromagnetic medical equipment, machines or devices, radiation therapy, nuclear medicine, diagnostic ultrasound, clinical laboratory, pathology laboratory, or physical therapy office or practice in the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Tenant also agrees not to dispense drugs, eyeglasses, surgical devices or medicine except to Tenant's own patients as an incidental part of, and in the ordinary course of business of, Tenant's practice. Tenant shall not allow any patient to reside in or remain in the Premises on an overnight or in-patient basis. Tenant shall not use any apparatus, machinery or device in or about the Premises which would make any noise or set up any vibration outside of the Premises. Tenant further agrees not to connect with electric wires, water or air pipes any apparatus, machinery or device not shown on suite improvement plans without the prior written consent of Landlord. All walls, ceilings, floors and doors of any rooms used for examination, diagnosis, testing or therapy shall be properly shielded and shall comply with all applicable rules, regulations, ordinances and other requirements from time to time in effect.

Tenant agrees to conduct the practice of Tenant's profession in the Premises in compliance with the Code of Ethics of Tenant's professional association. It shall constitute an incurable default under this Lease (an "Ethical or Criminal Violation") if Tenant pleads guilty to or there is a final judicial determination that Tenant committed a crime, or if Tenant pleads guilty to or there is a final determination that Tenant committed a violation of the Code of Ethics of Tenant's professional association, and Landlord shall have no obligation to inquire into any facts related thereto.

ARTICLE 7

SERVICES AND UTILITIES

7.1 Landlord's Obligations. Landlord agrees to furnish to the Premises during reasonable hours of generally recognized business days, to be determined by Landlord, heating, air conditioning and ventilation required in Landlord's judgment for the comfortable use and occupation of the Premises, elevator and janitorial service, and water for lavatory and drinking purposes. Landlord shall also maintain and keep lighted the common stairs, common entries and toilet rooms in the common areas of the Building. Landlord's operation and delivery of services to the Building and the Premises shall be in a manner consistent with other comparable office buildings located in the County of Los Angeles, California. Tenant agrees, at its sole cost and expense, to arrange for, and pay for, all janitorial services for the Premises and, the hooking up of electrical and gas utilities to the Premises, including meters, and to pay for all electrical and gas utilities directly metered to Tenant on the Premises. In the event that any utilities are billed directly to Landlord, whether sub-metered or otherwise, then and in that event Tenant shall pay to Landlord Tenant's Share of expenses incurred by Landlord for such utilities as provided for in Article 4 of this Lease.

7.2 Interruption of Services and Utilities. Landlord shall not be liable for, and Tenant shall not be entitled to any reduction of the Minimum Annual Rent or any additional rent by reason of, Landlord's failure to furnish any of the services or utilities described in Section 7.1, above, when such failure is caused by acts of God, accident, breakage, repairs, strikes, lockouts or other labor disturbances or disputes, unavailability of materials or labor, or by any other cause beyond the control of Landlord, or by rationing or restrictions on the use of said services and utilities due to energy shortages, or the making of repairs, alterations or improvements to the Premises or Building, or by any other causes. Furthermore, Landlord shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any of the foregoing services or utilities. Landlord shall be entitled to cooperate voluntarily in a reasonable manner with the efforts of national, state or local governmental bodies or of suppliers of utilities in reducing energy or other resources consumption, and Tenant shall not be relieved of its obligation to pay the full Minimum Annual Rent or any additional rent by reason thereof. Landlord shall also have the exclusive right, but not the obligation, to provide any additional services which may be required by Tenant, including, without limitation, locksmithing, lamp replacement, additional janitorial service, additional repairs and maintenance, provided that Tenant shall pay to Landlord upon billing, the sum of all costs to Landlord of such additional services plus a fifteen percent (15%) administration fee.

7.3 Tenant's Use of Utilities and Services. Tenant shall not, without Landlord's prior written consent, use heat generating machines or other than normal fractional horsepower office machines, or equipment or lighting other than building standard lights in the Premises which may affect the temperature otherwise maintained by the air conditioning system or increase the water normally furnished for the Premises. If such consent is given, Landlord shall have the right to install supplementary air conditioning units or other facilities in the Premises including supplementary or additional metering devices and the cost thereof, including the cost of installation, operation and maintenance, increased wear and tear on existing equipment and other similar charges, shall be paid by Tenant to Landlord upon billing by Landlord. If Tenant uses water, electricity, heat or air conditioning in excess of normal office use, Landlord may install devices to separately meter any increased use and in such event Tenant shall pay the increased cost directly to Landlord, on demand, including the cost of such additional metering devices. Tenant shall not, without Landlord's prior written consent, install additional lighting or equipment requiring electric current to be supplied to the Premises in excess of the aggregate at any time of three (3) watts per square foot of rentable square feet of the Premises. If such consent is given, Tenant shall pay to Landlord, upon billing, the cost of such excess consumption. If Tenant desires to use heat, ventilation or air conditioning during hours other than those for which Landlord is obligated to supply such utilities pursuant to the terms of Section 7.1 of this Lease, Tenant shall give Landlord such prior notice, as Landlord shall from time to time establish as appropriate, of Tenant's desired use and Landlord shall supply such utilities to Tenant at such hourly cost to Tenant as Landlord shall from time to time establish. Amounts payable by Tenant to Landlord for such use of additional utilities shall be deemed additional rent hereunder and shall be billed on a monthly basis.

ARTICLE 8

INDEMNITY AND INSURANCE

8.1 Indemnification and Waiver. Landlord shall not be liable for and Tenant here by waives all claims against Landlord for damage to any property or injury, illness or death of any person in, upon, or

about the Premises and/or the Real Property arising at any time and from any cause whatsoever other than damages proximately caused by reason of the gross negligence or wilful misconduct of Landlord or its agents and employees. Tenant shall indemnify, defend, and protect Landlord, and hold Landlord harmless from any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause in, on or about the Premises, including, without limiting the generality of the foregoing: (i) any default by Tenant in the observance or performance of any of the terms, covenants or conditions of this Lease on Tenant's part to be observed or performed; (ii) the use or occupancy of the Premises by Tenant or any person claiming by, through or under Tenant; (iii) the condition of the Premises or any occurrence or happening on the Premises from any cause whatsoever; or (iv) any acts, omissions or negligence of Tenant or any person claiming by, through or under Tenant, or of the contractors, agents, servants, employees, visitors or licensees of Tenant or any such person, in, on or about the Premises or the Real Property, either prior to, during, or after the expiration of the Lease Term, including, without limitation, any acts, omissions or negligence in the making or performance of any alterations. Tenant further agrees to indemnify and save harmless Landlord, Landlord's agents, and the lessor or lessors under all ground or underlying leases, from and against any and all loss, cost, liability, damage and expense including, without limitation, reasonable attorneys' fees, incurred in connection with or arising from any claims by any persons by reason of injury to persons or damage to property occasioned by any use, occupancy, condition, occurrence, happening, act, omission or negligence referred to in the preceding sentence. The provisions of this Section 8.1 shall survive the expiration or sooner termination of this Lease with respect to any claims or liability the basis for which arose prior to such expiration or termination.

8.2 Fire and Casualty Insurance. Landlord shall maintain during the Lease Term a policy or policies of insurance insuring the Building against loss or damage due to fire and other casualties covered within the classification of fire and extended coverage, vandalism coverage and malicious mischief, sprinkler leakage, water damage and, at Landlord's option, special extended coverage on the Building. Such coverage in such amounts as Landlord may from time to time determine may include, at the option of Landlord, the risks of earthquakes and/or flood damage and additional hazards, a rental loss endorsement and one or more loss payee endorsements in favor of the holders of any mortgages or deeds of trust encumbering the interest of Landlord in the Real Property or the ground or underlying lessors of the Real Property, or any portion thereof. Tenant shall neither use the Premises nor permit the Premises to be used or acts to be done therein which will (i) increase the premium of any insurance described in this Section 8.2; (ii) cause a cancellation of or be in conflict with any such insurance policies; (iii) result in a refusal by insurance companies of good standing to insure the Building or the Real Property in amounts reasonably satisfactory to Landlord; or (iv) subject Landlord to any liability or responsibility for injury to any person or property by reason of any operation being conducted in the Premises. Tenant shall, at Tenant's expense, comply as to the Premises with all insurance company requirements pertaining to the use of the Premises. If Tenant's conduct or use of the Premises causes any increase in the premium for such insurance policies, and such conduct is otherwise permitted by Landlord, then Tenant shall reimburse Landlord for any such increase. Tenant, at Tenant's expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body.

8.3 Tenant Insurance. Tenant shall obtain and maintain throughout the Lease Term and at its own cost and expense, a policy or policies of standard fire, extended coverage and special extended coverage insurance ("All Risks"), including a vandalism and malicious mischief endorsement, sprinkler leakage coverage and earthquake sprinkler leakage in an amount equal to the full replacement value new without deduction for depreciation of all fixtures, furniture and leasehold improvements installed by or at the expense of Tenant and all alterations and additions thereto, and replacement cost insurance on all plate or tempered glass in or enclosing the Premises.

8.4 Public Liability Insurance. Tenant shall obtain and maintain throughout the Lease Term, and at its own cost and expense, comprehensive general liability insurance, including public liability and property damage insurance in the amount of Three Million Dollars ($3,000,000) per person and Three Million Dollars ($3,000,000) per occurrence for personal injuries or deaths of persons occurring in or about the Premises including a Broad Form Comprehensive General Liability endorsement covering the insuring provisions of this Lease and the performance of Tenant of the indemnity agreements set forth in Section 8.1 hereof.

8.5 Additional Insurance Obligations. Tenant shall carry and maintain during the entire Lease Term, at Tenant's sole cost and expense, such other reasonable types of insurance coverage and in such reasonable amounts covering the Premises and Tenant's operations therein, as may be reasonably requested by Landlord.

8.6 Form of Policies. The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Such insurance shall: (i) name Landlord, and any other party which it so specifies, as a named insured; (ii) specifically cover the liability assumed by Tenant under this Lease, including, but not limited to, Tenant's obligations under Section 8.1 of this Lease; (iii) be issued by an insurance company having a rating of not less than A-X in Best's Insurance Guide or which is otherwise acceptable to Landlord and licensed to do business in the State of California; (iv) be primary insurance as to all claims thereunder and that any insurance carried by Landlord is excess and non-contributing with any insurance requirement of Tenant; (v) provide that said insurance shall not be cancelled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord and any mortgagee of Landlord's; and (vi) contain a cross liability endorsement or severability of interest clause acceptable to Landlord. Tenant shall deliver said policy or policies or certificates thereof to Landlord on or before the Lease Commencement Date and at least thirty (30) days before the expiration dates thereof. In the event Tenant shall fail to procure such insurance, or to deliver such policies or certificate, Landlord may, at its option, procure such policies for the account of Tenant, and the cost thereof shall be paid to Landlord as additional rent within five (5) days after delivery to Tenant of bills therefor.

8.7 Subrogation. Landlord and Tenant agree to have their respective insurance companies issuing property damage insurance waive any rights of subrogation that such companies may have against Landlord or Tenant, as the case may be, so long as the insurance carried by Landlord and Tenant, respectively, is not invalidated thereby. As long as such waivers of subrogation are contained in their respective insurance policies, Landlord and Tenant hereby waive any right that either may have against the other on account of any loss or damage to their respective property to the extent such loss or damage is insurable under policies of insurance for fire and all risk coverage, theft, public liability, worker's compensation or other similar insurance.

ARTICLE 9

TENANT IMPROVEMENTS/ALTERATIONS

9.1 Improvements/Alterations. Landlord agrees that Tenant may, at its own cost and expense and after giving Landlord at least thirty (30) days' prior notice in writing of its intention to do so, and before such time as Tenant has obtained engineering specifications, from time to time during the Lease Term, make such improvements, alterations, additions, and changes in and to the interior of the Premises (except those of a structural nature) as it may find necessary or convenient for its purposes, provided that the value of the Premises is not thereby diminished, and provided further that Tenant may not make any improvements, alterations, additions or changes to the Premises without first procuring the prior written consent of Landlord to such improvements, alterations, additions or changes. If Tenant's actions are otherwise in compliance with this Article 9, all improvements, fixtures and/or equipment which Tenant may install or place in or about the Premises, and all improvements, alterations, repairs or changes to the Premises, and all signs installed in, on or about the Premises, from time to time, shall be at the sole cost of Tenant and shall be and become the property of Landlord, except that Landlord may, by written notice to Tenant given at least thirty (30) days prior to the end of the Lease Term, require Tenant at Tenant's expense to remove all partitions, counters, railings and the like installed by Tenant, and to repair any damage to the Premises caused by such removal. Except as set forth in the Work Letter attached as Exhibit B, Landlord shall be without any obligation in connection therewith. Tenant hereby indemnifies and holds Landlord harmless from any liability, cost, obligation, expense or claim of lien in any manner relating to the installation, placement, removal or financing of any such improvements, alterations, repairs, changes, improvements, fixtures and/or equipment in, on or about the Premises.

Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon the Real Property, the Building or the Premises, and any and all liens and encumbrances created by Tenant shall attach to Tenant's interest only. Landlord shall have the right at all times to post and keep posted on the Premises any notice which it deems necessary for protection from such liens. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Real Property, the Building or the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises, and, in case of any such lien attaching or notice of any lien, Tenant covenants and agrees to cause it to be immediately released and removed of record. Notwithstanding anything to the contrary set forth in this Lease, in the event that such lien is not released and removed on or before the date occurring five (5) days after notice of such lien is delivered by Landlord to Tenant, Landlord, at its sole option, may immediately take all action necessary to

release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by Landlord in connection with such lien shall be deemed Additional Rent under this Lease and shall immediately be due and payable by Tenant.

9.2 Manner of Construction. Landlord may impose, as a condition of its consent to all improvements, alterations, repairs or changes of the Premises on or about the Premises, except for the tenant improvements contemplated by the Work Letter, such requirements as Landlord in its sole discretion may deem desirable, including, but not limited to, the requirement that Tenant utilize for such purposes only contractors, materials, mechanics and materialmen approved by Landlord. Tenant shall construct such improvements, alterations or repairs in conformance with any and all applicable rules and regulations of any federal, state, county or municipal code or ordinance and pursuant to a valid building permit, issued by the City of Los Angeles. In any event, a contractor of Landlord's selection shall perform all mechanical, electrical, plumbing, air conditioning, permanent partition and ceiling tile work, and such work shall be performed at Tenant's cost. In the event Tenant orders any construction, alteration, decorating or repair work directly from Landlord, or from the contractor selected by Landlord, the charges for such work shall be deemed additional rent under this Lease, payable upon billing therefor, either periodically during construction or upon the substantial completion of such work, at Landlord's option. All work with respect to any alterations, additions or changes must be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period of work. Upon completion of any improvements, alterations, additions or changes, Tenant agrees to cause a Notice of Completion to be recorded in the office of the Recorder of the County of Los Angeles in accordance with Section 3093 of the Civil Code of the State of California or any successor statute, and Tenant shall deliver to the Building management office a copy of the "as built" drawings of the improvements. Any such alterations, additions or changes shall be performed and done strictly in accordance with the laws and ordinances relating thereto. In performing the work of any such improvements, alterations, additions or changes, Tenant shall have the work performed in such manner as not to obstruct the access to the Building or common areas to any other tenant of the Building.

9.3 Construction Insurance. In the event that Tenant shall make any permitted improvements, alterations, additions or changes to the Premises, in compliance with the terms and provisions of this Article 9, Tenant agrees to carry "Builder's All Risk" insurance in an appropriate amount covering the construction of such improvements, alterations, additions or changes, and such other insurance as Landlord may require, it being understood and agreed that all of such improvements, alterations, additions or changes shall be insured by Tenant pursuant to Section 8.3 of this Lease immediately upon completion thereof. In addition, Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount to ensure the lien-free completion of such improvements, alterations, additions or changes.

ARTICLE 10

SIGNS

10.1 Subject to Landlord's prior written approval, in its sole discretion, and provided all signs are in keeping with the quality, design and style of the Building, Tenant, if the Premises comprise an entire floor of the Building, at its sole cost and expense, may install identification signage anywhere in the Premises including in the elevator lobby of the Premises, provided that such signs must not be visible from the exterior of the Building. If other tenants occupy space on the floor on which the Premises are located, Tenant's identifying signage shall be provided by Landlord and such signage shall be identical to that used by Landlord for other similar floors in the Building. Any signs, notices, logos, pictures, names or advertisements which are installed that have not been individually approved by Landlord may be removed without notice by Landlord at the sole expense of Tenant. Tenant may not install any signs on the exterior or roof of the Building or the common areas of the Building or the Real Property.

ARTICLE 11

ASSIGNMENT AND SUBLETTING

11.1 Restrictions. Tenant shall not transfer, assign, sublet, mortgage or otherwise hypothecate this Lease, or Tenant's interest in and to the Premises, nor enter into any license or concession agreements with respect thereto, without first procuring the written consent of Landlord which consent

Landlord can withhold in its sole and absolute discretion. Any such attempted or purported transfer, assignment, subletting, mortgage or hypothecation, or license or concession agreement (hereinafter collectively referred to as a "Transfer") without Landlord's prior written consent shall be void and of no force or effect and shall not confer any interest or estate in the purported transferee, (the "Transferee") and shall at Landlord's option constitute an incurable default under this Lease.

11.2 Procedure for Transfer. Should Tenant desire to make a Transfer hereunder , Tenant shall, in each instance, give written notice of its intention to do so ("Transfer Notice") to Landlord at least thirty (30) days prior to the effective date of any such proposed Transfer, specifying in such Notice whether Tenant proposes to assign or sublet, or enter into license or concession agreements, and the proposed date thereof, and specifically identifying the proposed Transferee. Such Transfer Notice shall be accompanied, in the case of a subletting, license or concession agreement, by a copy of the proposed sublease, license or concession agreement, or if same is not available, a letter of commitment or a letter of intent, and any other documents or financial information Landlord may require in order to make a determination as to the suitability of the Transferee based upon the criteria set forth in Section 11.1 above. Landlord shall, within thirty (30) days after its receipt of such Transfer Notice of a proposed Transfer from Tenant, by mailing written notice to Tenant of its intention to do so, pursuant to Section 11.1 of this Lease, (i) withhold consent to the Transfer, or (ii) consent to such Transfer; or (iii) elect to terminate this Lease.

Notwithstanding anything to the contrary contained in this Article 11, Landlord shall have the option, by giving written notice to Tenant within thirty (30) days after receipt of any Transfer Notice to recapture the portion of the Premises that is subject to the Transfer. Such recapture notice shall cancel and terminate this Lease with respect to the portion of the Premises that is subject to the Transfer as of the effective date of the proposed Transfer until the last day of the term of the Transfer as set forth in the Transfer Notice. In the event of a recapture by Landlord, if this Lease shall be canceled with respect to less than the entire Premises, the Rent reserved herein shall be prorated on the basis of the number of rentable square feet retained by Tenant in proportion to the number of rentable square feet contained in the Premises, and this Lease as so amended shall continue thereafter in full force and effect, and upon request of either party, the parties shall execute written confirmation of the same.

11.3 Effect of a Transfer. The Transferee shall agree to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease to the extent of the space transferred, assigned or sublet; and Tenant shall deliver to Landlord promptly after execution an executed copy of each such Transfer document and an agreement of compliance by each such Transferee. No Transfer of this Lease or agreement entered into with respect thereto, whether with or without Landlord's consent, shall relieve Tenant or any guarantor of the Lease from liability under this Lease.

11.4 Transfer Rent Adjustment. In the event that Tenant shall make a permitted Transfer hereunder of all or any portion of the Premises (the "Transfer Space"), then the following shall apply: Tenant shall pay Landlord monthly, as additional rent, at the same time as the monthly installment of Minimum Annual Rent required hereunder, fifty percent (50%) of the "Profit" payable by the Transferee pursuant to the terms reserved in the assignment or sublease. For purposes of this Section 11.4, "Profit" shall mean the difference between (i) all rent and other amounts paid or payable by the Transferee to Tenant pursuant to the terms of the assignment or sublease, less the reasonable amount of Tenant's Subleasing Costs, as hereafter defined, and (ii) the Minimum Annual Rent and additional rent or pro rata portion of the Minimum Annual Rent and additional rent, as the case may be, for the Transfer Space payable to Landlord in this Lease. Tenant's Subleasing Costs shall mean only that portion of Tenant's actual expenditures which are reasonable and customary in the subleasing market in which the building is located (i) to rehabilitate or improve the Transfer Space for Transferee and (ii) for brokerage fees. For purposes of calculating the Profit on a monthly basis, Tenant's Subleasing Costs shall be deemed to be expended by Tenant in equal monthly amounts over the entire term of the sublease or assignment.

In addition to the foregoing, in the event Tenant shall make a permitted Transfer hereunder, fifty percent (50%) of the dollar amount of the funds or property, other than Minimum Annual Rent and additional rent (the "Transfer Consideration"), transferred from Transferee to Tenant as consideration for the Transfer shall be deemed additional rent owed to Landlord by Tenant under this Lease. Transfer Consideration shall include, but not be limited to, key money, bonus money, payment in excess of fair market value for services rendered by Transferee to Tenant, assets, fixtures, inventory, accounts, goodwill, equipment, furniture, general intangibles, capital stock or equity ownership.

11.5 Required Documents. Each Transfer to which Landlord has consented shall be evidenced by a written instrument in form satisfactory to Landlord, executed by Tenant and the Transferee,

under which the Transferee shall agree in writing for the benefit of Landlord to assume, to perform and to abide by all of the terms, covenants and conditions of this Lease to be done, kept and performed by Tenant, including the payment of all amounts due or to become due under this Lease directly to Landlord and the obligation to use the Premises only for the purpose specified in Article 6. Tenant agrees to reimburse Landlord for Landlord's attorneys' and administrative fees incurred in conjunction with the processing of and documentation for each such requested Transfer, whether or not the Transfer is consummated.

11.6 Merger and Consolidation. If Tenant is a corporation which, under the current laws, rules or guidelines promulgated by the governmental body or agency having jurisdiction and authority to promulgate the same, is not deemed to be a public corporation, or is an unincorporated association, a limited liability company or partnership, the transfer, assignment or hypothecation, in the aggregate of more than twenty-five percent (25%) of the total outstanding stock or interest in such corporation, association, limited liability company, or partnership shall be deemed a Transfer within the meaning and provisions of this Article 11. If Tenant is a partnership or limited liability company, a permitted withdrawal or change, whether voluntary, involuntary, or by operation of law, of partners or members owning an aggregate of more than twenty-five percent (25%) of the limited liability company or the partnership or the dissolution of the limited liability company or the partnership, shall be deemed a Transfer within the meaning and provisions of this Article 11.

11.7 Effect of Transfer. If Landlord consents to a Transfer, (i) the terms and conditions of this Lease shall in no way be deemed to have been waived or modified, (ii) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, (iii) Tenant shall deliver to Landlord, promptly after execution, an original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord, (iv) Tenant shall furnish upon Landlord's request a complete statement, certified by an independent certified public accountant, or Tenant's chief financial officer, setting forth in detail the computation of any Transfer Premium Tenant has derived and shall derive from such Transfer, and (v) no Transfer relating to this Lease or agreement entered into with respect thereto, whether with or without Landlord's consent, shall relieve Tenant or any guarantor of the Lease from liability under this Lease. Landlord or its authorized representatives shall have the right at all reasonable times to audit the books, records and papers of Tenant relating to any transfer, and shall have the right to make copies thereof. If the Profit respecting any Transfer shall be found understated, Tenant shall, within thirty (30) days after demand, pay the deficiency and Landlord's costs of such audit, and if understated by more than ten percent (10%), Landlord shall have the right to cancel this Lease upon thirty (30) days' notice to Tenant.

ARTICLE 12

REPAIRS AND MAINTENANCE

12.1 Landlord's Maintenance Obligations. Except as provided for in Article 13 of this Lease, Landlord shall repair and maintain the common areas, public areas, and structural portions of the Building, including the exterior walls, underflooring and roof, basic plumbing, heating, air conditioning and electrical systems installed or furnished by Landlord, unless such maintenance and repair becomes necessary in whole or in part due to the act, neglect, fault or omission of any duty by Tenant, its employees, agents, customers or invitees, or due to damage caused by a breaking and entering into the Premises, in which case Tenant shall pay to Landlord the entire cost of such maintenance and repair. The Minimum Annual Rent and any additional rent shall not be reduced and Landlord shall not be liable under any circumstances for a loss of or injury to property, loss of profits, or for injury to or interference with Tenant's business arising from or in connection with the making of or Landlord's failure to make any repairs, maintenance, alterations or improvements in or to any portion of the Building or in or to fixtures, appurtenances and equipment therein; provided that Tenant shall be entitled to a reduction of the Minimum Annual Rent and additional rent by reason of Landlord's failure to make any repair or to perform any maintenance required on the part of Landlord hereunder when such failure shall persist for an unreasonable period of time after notice of the need for such repair or maintenance is given to Landlord by Tenant. Tenant hereby waives and releases its right to make repairs at Landlord's expense under Sections 1941 and 1942 of the California Civil Code or under any similar law, statute, or ordinance now or hereafter in effect.

12.2 Tenant's Maintenance Obligations. In accordance with the terms of Article 9 of this Lease, Tenant shall keep the Premises in good and sanitary condition and repair at Tenant's sole cost and expense, except as provided in Section 12.1 above. Subject to Section 12.1, should any standard or regulation now or hereafter be imposed on Landlord or Tenant by a state, federal or local governmental body charged with the establishment, regulation and enforcement of occupational, health or safety standards for

employers, employees, landlords or tenants, then Tenant agrees, at its sole cost and expense, to comply promptly with such standards or regulations.

ARTICLE 13

DAMAGE OR DESTRUCTION

13.1 Termination and Restoration. Tenant shall promptly notify Landlord of any damage to the Premises resulting from fire or any other casualty. If, at any time during the Lease Term except during the last twenty-four (24) months thereof, the Premises or the Building are damaged by fire or other casualty insured against by Landlord's insurance which Landlord maintains pursuant to the terms of Section 8.2 of this Lease, and Landlord's mortgagee makes such proceeds available to Landlord for repair, Landlord shall forthwith repair the same to the extent of such insurance proceeds, subject to the subsequent provisions of this Article 13 provided that such repairs can, in Landlord's opinion, be made within one hundred eighty (180) days of such damage, and in such event this Lease shall remain in full force and effect. If such repairs cannot, in Landlord's opinion, be made within one hundred eighty (180) days of such damage, or if insurance proceeds made available to Landlord are not sufficient to cover 95% of the full unamortized replacement cost of the damage to the Premises and the Building, Landlord, at its option, shall, by written notice to Tenant given within sixty (60) days after the date of such damage, either: (i) elect to restore or repair such damage, this Lease continuing in full force and effect, or (ii) terminate this Lease as of a date specified in such notice, which date shall not be less than thirty (30) nor more than sixty (60) days after the date such notice is given. If such fire or other casualty shall have damaged the Premises or common areas necessary to Tenant's occupancy, and if such damage is not the result of the negligence or wilful misconduct of Tenant or Tenant's employees, contractors, licensees, or invitees, then during the period from the date of the damage until Landlord has completed its repairs, Tenant shall be entitled to a reduction in the Minimum Annual Rent and additional rent in the proportion that the rentable square feet of the Premises rendered unusable as a result of such damage bears to the total rentable square feet of the Premises. Notwithstanding any other provision of this Lease, Landlord shall not be required to repair any injury or damage to or to make any repairs or replacements of any alterations or any other improvements installed in the Premises by or for Tenant, other than the Base, Shell and Core, and Tenant shall at Tenant's sole cost and expense, repair and restore all Tenant's improvements and all other alterations and improvements in the same condition existing prior to such event. In connection with such repairs and replacements Tenant shall submit to Landlord, for Landlord's review and approval, all plans, specifications and working drawings relating thereto. Except as provided above, Tenant shall not be entitled to any compensation or damages from Landlord for damage to any of Tenant's improvements, alterations, fixtures, or Tenant's other property, for loss of use of the Premises or any part thereof, or for any damage to or interference with Tenant's business, loss of profits, or for any disturbance to Tenant caused by any casualty or the restoration of the Premises following such casualty.

13.2 Waiver of Statutory Provisions. The provisions of this Lease, including this Article 13, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, the Building or any other portion of the Real Property, and any statute or regulation of the State of California, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises, the Building or any other portion of the Real Property.

13.3 Damage to the Building. If at any time during the Lease Term, or any extension thereof, the Building shall be so injured or damaged, whether by fire or otherwise (though the Premises may not be affected, or if affected, can be repaired within said one hundred eighty (180) days), that, within sixty (60) days after the happening of such injury, Landlord shall decide not to reconstruct or rebuild said Building then, notwithstanding anything to the contrary contained in Section 13.1 of this Lease, upon notice in writing to that effect given by Landlord to Tenant within sixty (60) days after the date of such damage, Tenant shall pay the Minimum Annual Rent and additional rent, properly apportioned up to such date, this Lease shall terminate from the date of delivery of said written notice, and both parties hereto shall thereafter be freed and discharged of all further obligations hereunder, except as provided for in provisions of this Lease which by their terms survive the expiration or earlier termination of the Lease Term.

13.4 Damage Due to Fault of Tenant. If any damage to the Premises is due to the fault or neglect of Tenant, any person claiming through or under Tenant, or any of Tenant's servants, employees,

agents, contractors, visitors or licensees, then there shall be no abatement of the Minimum Annual Rent or additional rent by reason of such damages, unless Landlord is reimbursed for such abatement of the Minimum Rent or additional rent pursuant to any rental insurance policies that Landlord may, in its sole discretion, elect to carry.

13.5 Damage Near End of Term. In the event that the Premises or the Building are destroyed or damaged to any substantial extent during the last twenty-four (24) months of the Lease Term, then notwithstanding anything contained in this Article 13, Landlord shall have the option to terminate this Lease by giving written notice to Tenant of the exercise of such option within thirty (30) days after such damage or destruction, in which event this Lease shall cease and terminate as of the date of such notice, Tenant shall pay the Minimum Annual Rent and additional rent, properly apportioned up to such date, and both parties hereto shall thereafter be freed and discharged of all further obligations hereunder, except as provided for in provisions of this Lease which by their terms survive the expiration or earlier termination of the Lease Term.

ARTICLE 14

DEFAULTS; REMEDIES

14.1 Events of Default. The occurrence of any of the following shall constitute a default and material breach of this Lease by Tenant:

14.1.1 Any failure by Tenant to pay any rent or any other charge required to be paid under this Lease, or any part thereof, when due; or

14.1.2 Any failure by Tenant to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant where such failure continues for fifteen (15) days after written notice thereof from Landlord to Tenant; provided that if the nature of such default is such that the same cannot reasonably be cured within a fifteen-day period, Tenant shall not be deemed to be in default if it shall commence such cure within such period and thereafter rectify and cure said default with due diligence within thirty (30) days; or

14.1.3 Abandonment or vacation of the Premises by Tenant; or

14.1.4 To the extent permitted by law, a general assignment by Tenant or any guarantor of the Lease for the benefit of creditors, or the filing by or against Tenant or any guarantor of any proceeding under an insolvency or bankruptcy law, unless in the case of a proceeding filed against Tenant or any guarantor the same is dismissed within sixty (60) days, or the appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant or any guarantor, unless possession is restored to Tenant or such guarantor within thirty (30) days, or any execution or other judicially authorized seizure of all or substantially all of Tenant's assets located upon the Premises or of Tenant's interest in this Lease, unless such seizure is discharged within thirty (30) days; or

14.1.5 Tenant breaches or violates any of the provisions contained in the CC&R's, and/or the Directives; or

14.1.6 Tenant loses its license to practice medicine in the State of California or otherwise is prohibited from rendering health care treatment within the State, or Tenant no longer is actually engaged in the practice of medicine, or Tenant is no longer a member of the staff of the Landlord; or

14.1.7 Tenant or any subtenant commits an Ethical or Criminal Violation.

14.2 Remedies Upon Default. Upon the occurrence of any event of default by Tenant, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity, the option to pursue any one or more of the following remedies (each and all of which shall be cumulative and nonexclusive) without any notice or demand whatsoever:

14.2.1 Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof,

without being liable for prosecution or any claim or damages therefor; and Landlord may recover from Tenant the following:

(i) The worth at the time of award of any unpaid rent which has been earned at the time of such termination; plus

(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, specifically including but not limited to, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new tenant, whether for the same or a different use, and any special concessions made to obtain a new tenant; and

(v) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

The term "rent" as used in this Section 14.2 shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others. Any such sums which are based on percentages of income, increased costs or other historical data shall be reasonable estimates or projections computed by Landlord on the basis of the amounts thereof accruing during the 24-month period immediately prior to default, except that if it becomes necessary to compute such sums before a 24-month period has expired, then the computation shall be made on the basis of the amounts accruing during such shorter period. As used in Paragraphs 14.2.1(i) and (ii), above, the "worth at the time of award" shall be computed by allowing interest at the rate of ten percent (10%) per annum. As used in Paragraph 14.2.1(a)(iii) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus five percent (5%).

14.2.2 If Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

14.2.3 Whether or not Landlord elects to terminate this Lease on account of any default by Tenant, Landlord shall have the right to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases, licenses, concessions or arrangements. In the event of Landlord's election to succeed to Tenant's interest in any such subleases, licenses, concessions or arrangements, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

14.3 Form of Payment After Default. Following the occurrence of an event of default by Tenant, Landlord shall have the right to require that any or all subsequent amounts paid by Tenant to Landlord hereunder, whether in the cure of the default in question or otherwise, be paid in the form of cash, money order, cashier's or certified check drawn on an institution acceptable to Landlord, or by other means approved by Landlord, notwithstanding any prior practice of accepting payments in any different form.

14.4 Waiver of Default No waiver by Landlord or Tenant of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other or later violation or breach of the same or any other of the terms, provisions, and covenants herein contained. Forbearance by Landlord in enforcement of one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The acceptance of any rent hereunder by Landlord following the occurrence of any default, whether or not known to Landlord, shall not be deemed a waiver of any such default, except only a default in the payment of the rent so accepted.

14.5 Efforts to Relet. For the purposes of this Article 14, Tenant's right to possession shall not be deemed to have been terminated by efforts of Landlord to relet the Premises, by its acts of maintenance or preservation with respect to the Premises, or by appointment of a receiver to protect Landlord's interests hereunder. The foregoing enumeration is not exhaustive, but merely illustrative of acts which may be performed by Landlord without terminating Tenant's right to possession.

ARTICLE 15

DEFAULT BY LANDLORD

Landlord shall not be in default hereunder unless Landlord fails to perform the obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises, whose name and address shall have theretofore been furnished to Tenant, in writing specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such 30-day period and there after diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default, and Tenant's remedies shall be limited to monetary damages. Nothing herein contained shall be interpreted to mean that Tenant is excused from paying rent due hereunder as a result of any default by Landlord.

ARTICLE 16

EMINENT DOMAIN

16.1 Permanent Taking. If the whole of the Premises or more than fifty percent (50%) of the rentable square feet thereof is taken under power of eminent domain or sold, transferred or conveyed in lieu thereof, either Landlord or Tenant shall have the right to terminate this Lease as of the earliest of the date of vesting of title or the date possession is taken by the condemning authority; such right shall be exercised by the giving of written notice to the other party on or before said date. If any part of the Building other than the Premises is taken under power of eminent domain or sold, transferred or conveyed in lieu thereof, Landlord may terminate this Lease at its option as of the earliest of the date of vesting of title or the date possession is taken by the condemning authority. In either of such events, Landlord shall receive the entire award which may be made in such taking or condemnation, and Tenant hereby assigns to Landlord any and all rights of Tenant now or hereafter arising in or to the same whether or not attributable to the value of the unexpired portion of this Lease; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any award made to Tenant for Tenant's moving expenses, or the taking of the unamortized or the undepreciated value of Tenant's personal property, or that portion of the unamortized or undepreciated portion of Tenant's improvements, which were not purchased with any funds from a tenant improvement allowance supplied by Landlord. In the event of a taking of any material portion which is less than fifty (50%) of the Premises, or a sale, transfer, or conveyance in lieu thereof, or if this Lease is not terminated by Landlord or Tenant as provided above, then this Lease shall automatically terminate as to the portion of the Premises so taken as of the earliest of the date of vesting of title or the date possession is taken by the condemning authority, and the Minimum Annual Rent as well as the additional rent shall be apportioned according to the ratio that the remaining rentable square feet of the Premises bears to the total rentable square feet of the Premises. Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of California Code of Civil Procedure.

16.2 Temporary Taking. In the event of temporary taking of all or any portion of the Premises for a period of thirty (30) days or less, then this Lease shall not terminate but the Minimum Annual Rent and the additional rent shall be abated for the period of such taking in proportion to the ratio that the remaining rentable square feet of the Premises bears to the total rentable square feet of the Premises. Landlord shall be entitled to receive the entire award made in connection with any such temporary taking.

ARTICLE 17

SUBORDINATION

Without the necessity of any additional document being executed by Tenant for the purpose of effecting a subordination, this Lease shall be subject and subordinate at all times to: (i) all ground leases or underlying leases now existing or hereafter executed affecting the Building or any of the Real Property, or both; and (ii) the lien of any mortgage or deed of trust now existing or hereafter executed in any amount for which any of the Building, Real Property, ground leases, underlying leases, or Landlord's interest or estate in any of said items is specified as security. Notwithstanding the foregoing, Landlord shall have the right to subordinate or cause to be subordinated any such ground leases or any such liens to underlying leases or to this Lease. In the event that any ground lease or underlying lease terminates for any reason or any

mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenant shall, notwithstanding any subordination, attorn to and become Tenant of the successor in interest to Landlord, at the option of such successor in interest. Tenant covenants and agrees to execute and deliver, within five (5) days of request by Landlord and in the form requested by Landlord, any additional documents evidencing the priority or subordination of this Lease with respect to any such ground leases or underlying leases or in the lien of any such mortgage or deed of trust. If Tenant fails to timely execute such additional documents, Tenant hereby appoints Landlord as Tenant's attorney-in-fact for the sole purpose of executing such additional documents on behalf of Tenant.

ARTICLE 18

ESTOPPEL CERTIFICATES AND OTHER FINANCIAL INFORMATION

18.1 Estoppel Certificates. Within ten (10) days after the Lease Commencement Date and at any other time during the Lease Term, within ten (10) days following a request in writing by Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate substantially in the form of Exhibit C attached hereto indicating therein any exceptions thereto that may exist at that time, which certificate shall also contain any other information reasonably requested by Landlord or Landlord's mortgagee or prospective mortgagee. Failure of Tenant to timely execute and deliver such estoppel certificate shall constitute an acceptance of the Premises and an acknowledgment by Tenant that statements included in Exhibit C are true and correct, without exception.

18.2 Financial Statements. At any time during the Lease Term, Tenant shall, upon ten (10) days' prior written notice from Landlord, provide Landlord or any institutional lender and/or lending authority which is negotiating with Landlord for interim construction or permanent financing during the Lease Term, with a current financial statement and financial statements for each of the two (2) years prior to the then current fiscal statement year. Such current statement shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Tenant, shall be audited by an independent certified public accountant.

ARTICLE 19

LANDLORD'S RIGHT TO CURE DEFAULT; PAYMENTS BY TENANT

19.1 Landlord's Cure. All covenants and agreements to be kept or performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any reduction of Minimum Annual Rent or additional rent. If Tenant shall default in the performance of its obligations under this Lease and if such default is not cured within the applicable grace period provided in Article 14 hereof, Landlord may, but shall not be obligated to, make any such payment or perform any such act on Tenant's part without waiving its right based upon any default of Tenant and without releasing Tenant from any obligations hereunder.

19.2 Tenant's Reimbursement. Except as may be specifically provided to the contrary in this Lease, Tenant shall pay to Landlord, within fifteen (15) days after delivery by Landlord to Tenant of statements therefor: (i) sums equal to expenditures reasonably made and obligations incurred by Landlord (ii) sums equal to all losses, costs, liabilities, damages and expenses referred to in Article 8; and (iii) sums equal to all expenditures made and obligations incurred by Landlord in collecting or attempting to collect the Minimum Annual Rent or additional rent or in enforcing or attempting to enforce any rights of Landlord under this Lease or pursuant to law, including, without limitation, all legal fees and other amounts so expended. Tenant's obligations under this Section 19.2 shall survive the expiration or sooner termination of the Lease Term.

ARTICLE 20

Subject to such rules and regulations as may be adopted from time to time by Landlord, Tenant shall have a right to lease up to one (1) reserved and five (5) unreserved parking spaces on a monthly basis in the parking facility on the Real Property throughout the Lease Term; provided that if at any time during the Lease Term, Tenant does not choose to pay for the full number of such parking spaces, at Landlord's option Tenant shall not thereafter have the right to recommence the use of the spaces not paid for if other commitments have been made for those spaces in the interim. Tenant's continued right to use the parking spaces is conditioned upon Tenant abiding by all rules and regulations which Landlord shall prescribe from

time to time for the orderly operation and use of the parking facility and Tenant's cooperation with Landlord in seeing that Tenant's employees and visitors also comply with such rules and regulations. Landlord specifically reserves the right to change the size, configuration, design, layout and all other aspects of the parking facility at any time and to change the location of Tenant's parking spaces at any time and from time to time during the Lease Term, and Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of rent under this Lease, from time to time, close-off or restrict access to the parking facility for purposes of permitting or facilitating any such construction, alteration, improvements or relocation. Tenant shall pay to Landlord for automobile parking spaces on a monthly basis the prevailing rate charged for parking spaces from time to time plus all applicable taxes assessed thereon. Landlord may delegate its responsibilities hereunder to a parking operator in which case such parking operator shall have all the rights of control attributed hereby to the Landlord.

ARTICLE 21

SURRENDER OF PREMISES; OWNERSHIP AND REMOVAL OF TRADE FIXTURES

21.1 Surrender of Premises. No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in a writing signed by Landlord. The delivery of keys to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord, and notwithstanding such delivery Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated. The voluntary or other surrender of this Lease by Tenant, whether accepted by Landlord or not, or a mutual termination hereof, shall not work a merger, and at the option of Landlord shall operate as an assignment to Landlord of all subleases or subtenancies affecting the Premises.

21.2 Removal of Tenant Property by Tenant. Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall, subject to the provisions of this Article 21, quit and surrender possession of the Premises to Landlord in as good order and condition as when Tenant took possession and as thereafter improved by Landlord and/or Tenant, reasonable wear and tear and repairs which are specifically made the responsibility of Landlord hereunder excepted. Upon such expiration or termination, Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises all debris and rubbish, and such items of furniture, equipment, free-standing cabinet work, and other articles of personal property owned by Tenant or installed or placed by Tenant at its expense in the Premises, and such similar articles of any other persons claiming under Tenant, as Landlord may, in its sole discretion, require to be removed, and Tenant shall repair at its own expense all damage to the Premises and Building resulting from such removal.

21.3 Removal of Tenant's Property by Landlord. Whenever Landlord shall re-enter the Premises as provided in this Lease, any personal property of Tenant not removed by Tenant upon the expiration of the Lease Term, or within forty-eight (48) hours after a termination by reason of Tenant's default as provided in this Lease, shall be deemed abandoned by Tenant and may be disposed of by Landlord in accordance with Sections 1980 through 1991 of the California Civil Code and Section 1174 of the California Code of Civil Procedure, or in accordance with any laws or judicial decisions which may supplement or supplant those provisions from time to time.

21.4 Landlord's Property. All fixtures, alterations, additions, repairs, improvements and/or appurtenances attached to or built into, on, or about the Premises prior to or during the term hereof, whether by Landlord at its expense or at the expense of Tenant, or by Tenant at its expense, or by previous occupants of the Premises, shall be and remain part of the Premises and shall not be removed by Tenant at the end of the Lease Term, unless otherwise expressly provided for in this Lease or unless such removal is required by Landlord pursuant to the provisions of Article 9 of this Lease. If Tenant shall fail to complete such removal and repair such damage, Landlord may do so and may charge the cost thereof to Tenant. Such fixtures, alterations, additions, repairs, improvements and/or appurtenances shall include, without limitation, floor coverings, drapes, paneling, molding, doors, kitchen and dishwashing fixtures and equipment, plumbing systems, electrical systems, lighting systems, silencing equipment, communication systems, all fixtures and outlets for the systems mentioned above and for all telephone, radio, telegraph and television purposes, and any special flooring or ceiling installations.

21.5 Landlord's Actions on Premises. Tenant hereby waives all claims for damages or other liability in connection with Landlord's re-entering and taking possession of the Premises or removing, retaining, storing or selling the property of Tenant as herein provided, and Tenant hereby indemnifies and holds Landlord harmless from any such damages or other liability, and no such re-entry shall be considered or construed to be a forcible entry.

ARTICLE 22

MISCELLANEOUS PROVISIONS

22.1 Separability. It is agreed that if any provision of this Lease shall be determined to be void by a court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect.

22.2 Entire Agreement. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This Lease contains all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, shall be considered to be the only agreement between the parties hereto and their representatives and agents, and none of the terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed by the parties hereto. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the representations and agreements contained in this Lease.

22.3 Compliance with Law. Tenant shall not do anything or suffer anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated. At its sole cost and expense, Tenant shall promptly comply with all said governmental measures excluding structural changes or changes to the Building's life safety system not related to or affected by the alterations, additions, improvements or acts, omissions or negligence of Tenant or any person claiming by, through or under Tenant, or any of their employees, contractors, agents, invitees or licensees, or by the use or occupancy by Tenant or any such person. Notwithstanding the foregoing, Tenant shall be solely responsible at its sole cost and expense for compliance with the Americans with Disabilities Act of 1990 and all present and future federal, state and local laws promulgated with the intent of aiding those persons who are considered to be disabled. The judgment of any court of competent jurisdiction or the admission of Tenant in any judicial action, regardless of whether Landlord is a party thereto, that Tenant has violated any of the said governmental measures shall be conclusive of that fact as between Landlord and Tenant.

22.4 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which are extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by the terms of any mortgage or deed of trust covering the Premises. Accordingly, if any installment of rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within three (3) days after said amount is due, then Tenant shall pay to Landlord a late charge equal to five percent (5%) of such amount overdue plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. Tenant hereby agrees that if Tenant is subject to a late charge for two (2) consecutive months, Minimum Annual Rent for the following twelve (12) months shall automatically be adjusted to be payable quarterly, in advance, commencing upon the first day of the month following such consecutive late month and continuing for the next twelve (12) months on a quarterly basis in advance. The late charge shall be deemed additional rent and the right to require it shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner. In addition to the five percent (5%) late charge described above, any rents or other amounts owing hereunder which are not paid within three (3) days after the date they are due shall thereafter bear interest until paid at a rate per annum equal to the lesser of the Prime Rate published from time to time

by the Western Edition of the Wall Street Journal (the "Prime Rate") plus two percent (2%) per annum or the highest rate permitted by applicable law.

22.5 Sale of Building or Real Property by Landlord. Each conveyance by Landlord or Landlord's interest in the Building or the Real Property prior to expiration or termination hereof shall be subject to this Lease and shall relieve the grantor of any further obligations or liability as Landlord, except if such obligations or liability arose prior to the date of such conveyance. Tenant hereby agrees to attorn to Landlord's successors in interest, whether such interest is acquired by sale, transfer, foreclosure, deed in lieu of foreclosure or otherwise.

22.6 Holdover by Tenant. If Tenant holds over after the Lease Term hereof, with or without the express or implied consent of Landlord, such tenancy shall be from month-to-month only, and shall not constitute a renewal hereof or an extension for any further term, and in such case Minimum Annual Rent shall be payable at a monthly rate equal to twice the Minimum Annual Rent applicable during the last rental period of the Lease Term under this Lease. Such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein. Nothing contained in this Section 22.6 shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall indemnify and hold Landlord harmless from loss or liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant founded upon such failure to surrender.

22.7 Quiet Enjoyment. Upon Tenant paying the Minimum Annual Rent and all additional rent and performing all of Tenant's obligations under this Lease, Tenant may peacefully and quietly enjoy the Premises during the Lease Term as against all persons or entities lawfully claiming by or through Landlord, subject, however, to the provisions of this Lease and to any mortgages or ground or underlying leases of all or any portion of the Real Property.

22.8 Entry by Landlord. Landlord reserves the right at all reasonable times and upon reasonable notice to the Tenant to enter the Premises to: (i) inspect them; (ii) show the Premises to prospective purchasers, mortgagees or tenants, or to the ground or underlying lessors; (iii) post notices of nonresponsibility; or (iv) alter, improve or repair the Premises or the Building if necessary to comply with current building codes or other applicable laws, or for structural alterations, repairs or improvements to the Building. Notwithstanding anything to the contrary contained in this Section 22.8, Landlord may enter the Premises at any time to (i) perform services required of Landlord, (ii) take possession due to any breach of this Lease in the manner provided herein; and (iii) perform any covenants of Tenant which Tenant fails to perform. Landlord may make any such entries without the abatement of rent and may take such reasonable steps as required to accomplish the stated purposes. Tenant hereby waives any claims for damages or for any injuries or inconvenience to or interference with Tenant's business, lost profits, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the above purposes, Landlord shall at all times have a key with which to unlock all the doors in the Premises (excluding Tenant's vaults, safes and special security areas designated in advance by Tenant). In an emergency, Landlord shall have the right to use any means that Landlord may deem proper to open the doors in and to the Premises. Any entry into the Premises by Landlord in the manner hereinbefore described shall not be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an actual or constructive eviction of Tenant from any portion of the Premises.

22.9 Landlord's Right to Relocate Premises. Landlord shall have the privilege of moving Tenant to other space in the Building comparable to the Premises, and all terms hereof shall apply to the new space with equal force. In such event, Landlord shall give Tenant at least thirty (30) days' prior written notice, shall provide Tenant, at Landlord's sole cost and expense, with tenant improvements at least equal in quality to those in the Premises and shall move Tenant's effects to the new space at Landlord's sole cost and expense at such time and in such manner as to inconvenience Tenant as little as practicable. Simultaneously with such relocation of the Premises, the parties shall immediately execute an amendment to this Lease stating the relocation of the Premises.

22.10 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental actions, moratoria, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform shall excuse the performance of such party for a period equal to any such

prevention, delay or stoppage, except the obligations imposed with regard to rental and other charges to be paid by Tenant pursuant to this Lease.

22.11 Cumulative Rights. The various rights, options, elections, powers and remedies contained in this Lease shall be construed as cumulative and no one of them shall be exclusive of any of the others, or of any other legal or equitable remedy which either party might otherwise have in the event of breach or default in the terms hereof, and the exercise of one right or remedy by such party shall not impair its right to any other right or remedy until all obligations imposed upon the other party have been fully performed.

22.12 Time. Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Lease.

22.13 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, and neither the method of computation of rent nor any other provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

22.14 Exculpation. The obligations of Landlord under this Lease do not constitute personal obligations of Landlord, and Tenant shall look solely to Landlord's interest in the Real Property and to no other assets of Landlord for satisfaction of any liability with respect to this Lease and shall not seek recourse against Landlord herein nor against any of its personal assets for such satisfaction.

22.15 Memorandum of Lease. Tenant shall not record this Lease without the express written consent of Landlord, and shall execute, acknowledge and deliver at any time after the date of this Lease, at the request of Landlord, a "memorandum of lease" suitable for recording.

22.16 Notices. All notices, demands, statements or communications (collectively, "Notices") given or required to be given by either party to the other hereunder shall be in writing, shall be sent by United States certified or registered mail, postage prepaid, return receipt requested, or delivered personally or sent by recognized overnight air courier service (i) to Tenant at the appropriate address set forth in Article 1 of this Lease, or to such other place as Tenant may from time to time designate in a Notice to Landlord; or (ii) to Landlord at the addresses set forth in Article 1 of this Lease, or to such other firm or to such other place as Landlord may from time to time designate in a Notice to Tenant. Any Notice will be deemed given two (2) days after the date it is mailed as provided in this Section 22.16 or upon the date personal delivery is made. If Tenant is notified of the identity and address of Landlord's mortgagee or ground or underlying lessor, Tenant shall give to such mortgagee or ground or underlying lessor written notice of any default by Landlord under the terms of this Lease by registered or certified mail, and such mortgagee or ground or underlying less or shall be given a reasonable opportunity to cure such default prior to Tenant's exercising any remedy available to Tenant.

22.17 Successors. The Lease and all of the covenants and conditions herein contained shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, assigns and other successors in interest of each of the parties; provided that the foregoing shall not be deemed to permit any assignment or sublease under this Lease not otherwise expressly permitted by the terms hereof.

22.18 Captions. The titles or captions in this Lease are for reference purposes only and have no effect upon the construction or interpretation of any part hereof. The use herein of the singular includes the plural and vice versa, and the use herein of the neuter gender includes the masculine and the feminine and vice versa, whenever a nd wherever the context so requires.

22.19 Joint and Several. If there is more than one Tenant, the obligations imposed upon Tenant under this lease shall be joint and several.

22.20 Authority. If Tenant is a corporation or partnership, each individual executing this Lease on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in California and that Tenant has full right and authority to execute and deliver this Lease and that each person signing on behalf of Tenant is authorized to do so.

22.21 Attorney's Fees. If either party commences litigation against the other for the specific performance of this Lease, for damages for the breach hereof or otherwise for enforcement of any remedy

hereunder, the parties hereto agree to and hereby do waive any right to a trial by jury and, in the event of any such commencement of litigation, the prevailing party shall be entitled to recover from the other party such costs and reasonable attorneys' fees as may have been incurred. Further, if for any reason Landlord consults legal counsel or otherwise incurs any costs or expenses as a result of its rightful attempt to enforce the provisions of this Lease, even though no litigation is commenced, or if commenced is not pursued to final judgment, Tenant shall be obligated to pay to Landlord, in addition to all other amounts for which Tenant is obligated hereunder, all of Landlord's reasonable costs and expenses incurred in connection with any such acts, including reasonable attorneys' fees.

22.22 Governing Law. Regardless of where or in what sequence this Lease is executed, it shall be deemed to be made and entered into in the State of California and shall be governed by, and construed in accordance with the internal laws of the State of California without regard to conflict of law provisions as applicable to contracts made in and to be entirely performed within the State of California. Landlord and Tenant hereby expressly consent to the personal jurisdiction of the Superior Court of California located in the County of Los Angeles, California. Landlord and Tenant agree that any action relating to or arising out of this Lease shall be instituted and prosecuted only in the Superior Court of the County of Los Angeles, California, except that any actions to enforce any judgment or writ of attachment shall be prosecuted through the courts of the state in which the assets subject to such enforcement action are located. Landlord and Tenant each waive any right to a change of the aforesaid jurisdiction any any and all objections to the jurisdiction of the California Courts to the parties hereto. Furthermore, as a condition precedent to the effectiveness of this Lease, the Tenant agrees that it shall designate and keep in full force and effect at Tenant's sole cost and expense, an agent for service of process authorized to accept legal process in the State of California throughout the entire Lease Term. The failure to maintain such an agent shall be deemed to be a material default under this Lease, and shall permit the Landlord to exercise any remedies permitted to be exercised under applicable law. Such agent's name and address is as follows:

_____

_____

_____

22.23 Brokers. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, excepting only the Brokers specified in Article 1 of this Lease, and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent other than that specified herein.

22.24 Mechanic Liens. Tenant shall keep the Premises and the Real Property free from any mechanics', materialmen's or other liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant or any person or entity claiming by, through or under Tenant. Landlord shall have the right at all times to post and keep posted on the Premises any notices which it deems necessary for protection from such liens. If any such liens are filed and are not released of record by payment or posting of a proper bond within ten (10) days after such filing, Landlord may, without waiving its rights and remedies based on such breach by Tenant and without releasing Tenant from any obligations hereunder, cause such liens to be released by any means it shall deem proper, including payment of the claim giving rise to such lien in which event all amounts paid by Landlord shall immediately be due and payable by Tenant.

22.25 Independent Covenants. This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the rent or other amounts owing hereunder against Landlord; provided, however, the foregoing shall in no way impair the right of Tenant to commence a separate action against Landlord for any violation by Landlord of the provisions hereof so long as notice is first given to Landlord and any holder of a mortgage or deed of trust covering the Building, Real Property or any portion thereof (of whose address Tenant has theretofore been notified) and an opportunity is granted to Landlord and such holder to correct such violations as provided above.

22.26 Building Name. Landlord shall have the right at any time to change the name of the Building, to increase the size of the Real Property by adding additional real property thereto, to construct other buildings or improvements on any portion of the Real Property, to change the location and/or character of or to make alterations or additions to the Real Property. Tenant shall not use the Building's name for any purpose other than as a part of its business address. Any use of such name in the designation of Tenant's business shall constitute a default under this Lease.

22.27 Building Directory. No sign, advertisement, or notice shall be inscribed, painted, or affixed on any part of the inside or outside of the Building or on the Real Estate unless of such color, size, and style and in such place upon or in the Building as shall be first designated by Landlord in writing but there shall be no obligation or duty on Landlord to allow any sign, advertisement or notice to be inscribed, painted, or affixed on any part of the inside or outside of the Building. A directory in a conspicuous place, with names and locations of tenants, will be provided by Landlord.

22.28 Transportation Management. At Tenant's sole cost and expense, Tenant shall fully comply with all present or future programs intended to manage parking, transportation and/or traffic in and around the Building, and in connection therewith, Tenant shall take responsible action for the transportation planning and management of all of its employees located at the Premises by working directly with Landlord, any transportation management consultant appointed by Landlord or any governmental entity or authority, any governmental transportation management organization or any other transportation-related committees or entities. Such programs may include, without limitation, (i) adhering to restrictions on the number of peak-hour vehicle trips generated by Tenant; (ii) increased vehicle occupancy; (iii) implementing an in-house ridesharing program and an employee transportation coordinator; (iv) working with employees and any Building or area-wide ridesharing program manager; (v) instituting employer-sponsored incentives (financial or in-kind) to encourage employees to rideshare; and (vi) utilizing flexible work shifts for employees.

22.29 No Discrimination. Tenant covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through Tenant, that this Lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, sex, religion, marital status, ancestry, disability or national origin in the leasing, subleasing, transferring, use or enjoyment of the Premises, nor shall Tenant itself, or any person claiming under or through Tenant, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees in the Premises.

22.30 Hazardous Material.

22.30.1 Definition. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iii) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (iv) petroleum, (v) asbestos, (vi) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (vii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. ¯ 1317), (viii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. ¯ 6902 et seq. (42 U.S.C. ¯ 6903), or (ix) defined as a "hazardous substance" pursuant to Section 101 of the Compensation and Liability Act, 42 U.S.C. ¯ 9601 et seq. (42 U.S.C. ¯ 9601).

22.30.2 Medical Waste Management. Tenant shall fully comply, at its sole cost and expense, with the provisions of the California Medical Waste Management Act (California Health and Safety Code Sections 117600 et. seq.). The unlawful disposal of medical waste, or any other violation of the California Medical Waste Management Act, shall be a material breach of this lease. Landlord may institute rules and regulations regarding compliance by tenants and occupants of the Building with the California Medical Waste Management Act, but no such rule or regulation shall excuse Tenant from its own responsibility for compliance with the California Medical Waste Management Act.

22.30.3 Compliance Cost. Tenant acknowledges that Landlord may incur costs (i) for complying with laws, codes, regulations or ordinances relating to Hazardous Material, or (ii) otherwise in connection with Hazardous Material, including, without limitation, the following: (a) Hazardous Material present in soil or ground water; (b) Hazardous Material that migrates, flows, percolates, diffuses or in any way moves onto or under the Real Property; (c) Hazardous Material present on or under the Real Property as a result of any discharge, dumping or spilling (whether accidental or otherwise) on the Real Property by other tenants of the Real Property or their agents, employees, contractors or invitees, or by others; and (d) material which becomes Hazardous Material due to a change in laws, codes, regulations or ordinances which relate to hazardous or toxic material, substances or waste. Tenant agrees that the costs incurred by Landlord with respect to, or in connection with, complying with laws, codes, regulations or ordinances relating to Hazardous Material shall be an Operating Expense, unless the cost of such compliance, as between Landlord and Tenant, is made the responsibility of Tenant under this Lease. To the extent any such Operating Expense relating to Hazardous Material is subsequently recovered or reimbursed through insurance, or from responsible third parties, or from some other action, Tenant shall be entitled to a proportionate share of such Operating Expense to which such recovery or reimbursement relates.

22.31 No Air Rights. No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease. If at any time any windows of the Premises are temporarily darkened or the light or view therefrom is obstructed by reason of any repairs, improvements, maintenance or cleaning in or about the Building, the same shall be without liability to Landlord and without any reduction or diminution of Tenant's obligations under this Lease.

22.32 Modification of Lease. Should any current or prospective mortgagee or ground lessor for the Building require a modification or modifications of this Lease, which modification or modifications will not cause an increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of Tenant hereunder, then and in such event, Tenant agrees that this Lease may be so modified and agrees to execute whatever documents are required therefor and deliver the same to Landlord within ten (10) days following the request therefor. Should Landlord or any such current or prospective mortgagee or ground lessor require execution of a short form of Lease for recording, containing, among other customary provisions, the names of the parties, a description of the Premises and the Lease Term, Tenant agrees to execute such short form of Lease and to deliver the same to Landlord within ten (10) days following the request therefor.

22.33 Right to Lease. Landlord reserves the absolute right to effect such other tenancies in the Building and within the Real property as Landlord in the exercise of its sole business judgment shall determine to best promote the interests of the Building and the Real Property. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or type or number of tenants shall, during the Lease Term, occupy any space in the Building or the Real Property.

22.34 Landlord's Right to Cancel. In the event that Tenant is an individual, Landlord shall have the right upon at lease thirty (30) days prior written notice to Tenant (or in the event of Tenant's death, such notice shall be given to Tenant's legal representative, successor, or assign) to cancel this Lease in the event of Tenant's death, permanent inability to practice his or her profession due to physical or mental infirmity, or permanent retirement from the full-time practice of his or her profession. In the event this Lease is terminated, Tenant (or in the event of Tenant's death, Tenant's legal representative, successor, or assign) shall perform all of its obligations under this Lease which arise or accrue prior to the effective date of termination.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed and delivered this Lease as of the day and year first above written.

"Landlord":

St. Vincent Medical Center, a
California nonprofit religious corporation

By: [redacted]

"Tenant":

[redacted]

Randal P. Arase, M.D.,
an individual

EXHIBIT C

ST. VINCENT PROFESSIONAL OFFICE BUILDING

FORM OF TENANT'S ESTOPPEL CERTIFICATE

The undersigned as Tenant under that certain Lease made and entered into as of _____, 200__ by and between _____, as Landlord, and the undersigned as Tenant, for Premises on the _____ floor(s) of [Insert Building Name] Office Building certifies as follows:

1. Attached hereto as Exhibit A is a true and correct copy of the Lease and all amendments and modifications thereto. The documents contained in Exhibit A represent the entire agreement between the parties as to the Premises.

2. The undersigned has commenced occupancy of the Premises described in the Lease, currently occupies the Premises, and the Lease Term commenced on _____.

3. The Lease is in full force and effect and has not been modified, supplemented or amended in any way except as provided in Exhibit A.

4. Tenant has not transferred, assigned, or sublet any portion of the Premises nor entered into any license or concession agreements with respect thereto except as follows:

5. Tenant shall not modify the documents contained in Exhibit A or prepay any amounts owing under the Lease to Landlord in excess of thirty (30) days without the prior written consent of Landlord's mortgagee.

6. Minimum Annual Rent became payable on _____.

7. The Lease Term expires on _____.

8. All conditions of the Lease to be performed by Landlord necessary to the enforceability of the Lease have been satisfied.

9. No rental has been paid in advance and no security has been deposited with Landlord except as provided in the Lease.

10. As of the date hereof, there are no existing defenses or offsets that the undersigned has, which preclude enforcement of the Lease by Landlord.

11. All monthly installments of Minimum Annual Rent, all additional rent and all monthly installments of estimated additional rent have been paid when due through _____. The current monthly installment of Minimum Annual Rent is $_____.

12. The undersigned acknowledges that this estoppel certificate may be delivered to Landlord's mortgagee, Landlord's prospective mortgagee, or a prospective purchaser, and acknowledges that it recognizes that if same is done, said mortgagee, prospective mortgagee, or prospective purchaser will be

relying upon the statements contained herein in making the loan or acquiring the property of which the Premises are a part, and in accepting an assignment of the Lease as collateral security, and that receipt by it of this certificate is a condition of making of the loan or acquisition of such property.

Executed at _____ on the _____ day of _____, 19___.

"Tenant":

_____

a_____,

By:_____

Its:_____

By:_____

Its:_____

EXHIBIT D

ST. VINCENT PROFESSIONAL OFFICE BUILDING

RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the following Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Building.

1. Tenant shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord's prior written consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant. Two keys will be furnished by Landlord for the Premises, and any additional keys required by Tenant must be obtained from Landlord at a reasonable cost to be established by Landlord. Upon termination of the Lease, all keys to the Building and the Premises shall be surrendered to Landlord.

2. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises.

3. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building during such hours as are customary for comparable buildings in the greater [Insert County] County area. Tenant, its employees and agents must be sure that the doors to the Building are securely closed and locked when leaving the Premises if it is after the normal hours of business for the Building. Any tenant, its employees, agents or any other persons entering or leaving the Building at any time when it is so locked, or any time when it is considered to be after normal business hours for the Building, may be required to sign the Building Register when so doing. Access to the Building may be refused unless the person seeking access has proper identification or has a previously arranged a pass for access to the Building. The Landlord and his agents shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building during the continuance of same by any means it deems appropriate for the safety and protection of life and property.

4. No furniture, freight or equipment of any kind shall be brought into the Building without prior notice to Landlord. All moving of the same into or out of the Building shall be scheduled with Landlord and done only at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Building and also the times and manner of moving the same in and out of the Building. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property in any case. All damage done to any part of the Building, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility of Tenant and any expense of said damage or injury shall be borne by Tenant.

5. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevators, except between such hours in such specific elevator, and only after Tenant has affixed hanging pads in the elevators carrying such materials.

6. Landlord shall have the right to control and operate the public portions of the Building, the public facilities, the heating and air conditioning, and any other facilities furnished for the common use of Tenants, in such manner as is customary for comparable buildings in the greater Los Angeles area.

7. The requirements of Tenant will be attended to only upon application at the Office of the Building or at such office location designated by Landlord. Employees of Landlord shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord.

8. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate with Landlord or agent of Landlord to prevent same.

9. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever

shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or agents, shall have caused it.

10. Tenant shall not overload the floor of the Premises, nor mark, drive nails or screws, or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof without Landlord's consent first had and obtained.

11. No vending machine or machines of any description other than fractional horsepower office machines shall be installed, maintained or operated upon the Premises without the written consent of Landlord.

12. Tenant shall not use or keep in or on the Premises of the Building any kerosene, gasoline or other inflammable or combustible fluid or material.

13. Tenant shall not use any method of heating or air conditioning other than that which may be supplied by Landlord, without the prior written consent from Landlord.

14. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors, or vibrations, or interfere in any way with other Tenants or those having business therein.

15. Tenant shall not bring into or keep within the Building or the Premises any animals, birds, bicycles or other vehicles.

16. No cooking shall be done or permitted by any Tenant on the Premises, nor shall the Premises be used for the storage of merchandise, for lodging, or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, Underwriters' laboratory-approved equipment may be used in the Premises for brewing coffee, tea, hot chocolate and similar beverages, provided that such use is in accordance with all applicable Federal, state and city laws, codes, ordinances, rules and regulations.

17. Landlord will approve where and how telephone and telegraph wires are to be introduced to the Premises. No boring or cutting for wires shall be allowed without the consent of Landlord. The location of telephone, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.

18. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

19. Tenant, its employees and agents shall not loiter in the entrances or corridors, nor in any way obstruct the sidewalks, lobby, halls, stairways or elevators, and shall use the same only as a means of ingress and egress for the Premises.

20. In all carpeted areas where desks and chairs are utilized, Landlord shall require Tenant, at Tenant's own cost, to place mats under each and every chair in order to protect said carpeting from unnecessary wear and tear.

21. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to ensure the most effective operation of the Building's heating and air conditioning system, and shall refrain from attempting to adjust any controls.

22. Tenant shall store all its trash and garbage within the interior of the Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage the City of Los Angeles without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entry-ways and elevators provided for such purposes at such times as Landlord shall designate.

23. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

24. Tenant shall assume any and all responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.

25. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all tenants of the Building.

26. No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of Landlord. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises without the prior written consent of Landlord. All electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent and/or of a quality, type, design and bulb color approved by Landlord.

27. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills.

28. Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises and Building, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Landlord shall not be responsible to Tenant or to any other person for the nonobservance of the Rules and Regulations by another tenant or other person. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.

EXHIBIT E

ST. VINCENT PROFESSIONAL OFFICE BUILDING

CCR'S

EXHIBIT F

ST. VINCENT PROFESSIONAL OFFICE BUILDING

ETHICAL AND RELIGIOUS DIRECTIVES FOR

CATHOLIC HEALTH CARE SERVICES

EXHIBIT G

ST. VINCENT PROFESSSIONAL OFFICE BUILDING

NOTICE OF LEASE TERM DATES

To: Date:

Re: Lease dated _____, 200___ between [Insert Landlord Name], Landlord, and _____, Tenant, concerning Suite ____ located at _____.

Gentlemen:

In accordance with the subject Lease, we wish to advise and/or confirm as follows:

1. That the Premises have been accepted herewith by the Tenant as being substantially complete in accordance with the subject Lease, and that there is no deficiency in construction.

2. That the Tenant has possession of the subject Premises and acknowledges that under the provisions of the subject Lease, the term of said Lease shall commence as of _____ for a term of _____ ending on _____.

3. That in accordance with the subject Lease, rental commenced to accrue on _____.

4. If the commencement date of the subject Lease is other than the first day of the month, the first billing will contain a pro rata adjustment. Each billing thereafter, with the exception of the final billing, shall be for the full amount of the monthly installment as provided for in said Lease.

5. Rent is due and payable in advance on the first day of each and every month during the term of said Lease. Your rent checks should be made payable to _____ _____ at _____.

AGREED AND ACCEPTED

TENANT:

[Insert Tenant Name]

By_____

Print Name_____

Its_____

Date:_____

By_____

Print Name_____

Its_____

Date:_____

LANDLORD:

[Insert Landlord Name]

By_____

Print Name_____

Its_____

Date_____

FIFTH AMENDMENT TO
ST. VINCENT PROFESSIONAL OFFICE BUILDING LEASE

This Fifth Amendment to St. Vincent Professional Office Building Lease ("Fifth Amendment") is entered into as of February 27, 2019, by and between Verity Holdings, LLC, a California limited liability company and successor-in-interest to St. Vincent Medical Center ("Landlord") and Randal P. Arase, M.D., an individual ("Tenant"), with reference to the following facts:

RECITALS

A. On or about January 3, 2005, St. Vincent Medical Center ("St. Vincent") (as landlord) and Tenant entered into a St. Vincent Medical Center Office Building Lease ("Lease"), for Suite 716 containing approximately 1,527 rentable square feet ("Premises"), in a medical office building located at 201 South Alvarado Street, Los Angeles, California 90057 ("Building"). On February 1, 2005, September 15, 2009, November 6, 2014 and January 15, 2016, St. Vincent and Tenant entered into First, Second, Third and Fourth Amendments to the Lease. All capitalized terms used but not otherwise defined in this Fifth Amendment shall have the same meaning as ascribed to them in the Lease.

B. On or about June 30, 2016, Landlord acquired title to the Building and became the successor-in-interest to St. Vincent under the Lease.

C. Landlord and Tenant desire to extend the Lease Term and amend the Lease on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Lease, as follows:

1. Landlord's Assumption of St. Vincent's Rights And Obligations. Landlord hereby reaffirms it has assumed all rights and obligations of St. Vincent arising under the Lease. From and after June 30, 2016, all references in the Lease to Landlord shall mean Verity Holdings, LLC, rather than St. Vincent.

2. Extended Lease Term; Early Termination Right. The Lease Term is extended to February 29, 2020. However, during the extended Lease Term, Landlord or Tenant may terminate this Lease earlier than February 29, 2020, effective as of the last day of any calendar month, for any reason or no reason, after giving at least thirty (30) days' prior written notice to the other party.

3. Monthly Base Rent. From March 1, 2019 through February 29, 2020, the Monthly Rent shall be $3,919.60.

4. Landlord's Performance. Tenant hereby acknowledges that Landlord has fully performed all of its obligations under the Lease as of the date of this Fifth Amendment and that Tenant has no claims, off-sets, or defenses as to its continuing and future obligations under the Lease as amended herein.

5. Brokers. Landlord and Tenant hereby confirm that neither party has retained any leasing broker(s) in connection with this Fifth Amendment and each party agrees to defend, indemnify and hold harmless the other party from any claims for compensation made by any other leasing broker who asserts s/he represented such party in connection with this Fifth Amendment.

6. Waiver. Except as set forth herein, nothing contained in this Fifth Amendment shall be construed to modify, waive, impair or effect any of the provisions, covenants, agreements, terms or conditions of the Lease, as amended, or to waive any breach thereof or any right of the Landlord against any person, firm, association or corporation liable or responsible for the performance therefore or to enlarge or increase Landlord's obligations under the Lease; and all such provisions, covenants, agreements, terms and conditions of the Lease are hereby declared to be in full force and effect.

7. Governing Law. This Fifth Amendment shall be governed by and construed in accordance with the internal laws of the State of California, without regard to any conflict of law principles.

8. Recitals and Ratification. All of the Recitals set forth above are incorporated in this Fifth Amendment. Except as modified herein, the Lease is hereby ratified and confirmed and remains in full force and effect.

9. Headings. The headings for the paragraphs herein are for convenience only and shall not be deemed to explain or modify any of the provisions of this Fifth Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as of the date first set forth above.

LANDLORD:

Verity Holdings, LLC, a California limited liability company

By: Verity Health System of California, Inc., a California corporation, its Sole Member

By: [redacted]

Its: CEO, VHS

TENANT:

[redacted]

Randal P. Arase, M.D., an individual

2F

MEDICAL DIRECTOR AGREEMENT

QUALITY AND UTILIZATION MANAGEMENT

between

SETON MEDICAL CENTER

and

COLMAN RYAN, M.D.

April 5, 2018

LIST OF EXHIBITS

Exhibit A	Description of Services
Exhibit B	Invoice/Time Sheet Form
Exhibit C	Executed IRS Form W-9, Taxpayer Identification Number
Exhibit D	Essential Characteristics of the Verity Health System of California, Inc. Corporate Responsibility Program And Standards of Conduct
Exhibit E	Business Associate Agreement

MEDICAL DIRECTOR AGREEMENT
BETWEEN
SETON MEDICAL CENTER
AND
COLMAN RYAN, M.D.

This Medical Director Agreement ("**Agreement**") is entered into effective April 5, 2018 ("**Effective Date**") by and between Seton Medical Center, a California nonprofit public benefit corporation ("**Hospital**") and Colman Ryan, M.D. ("**Physician**"). Together, Hospital and Physician are the "**Parties**," and each is a "**Party**."

RECITALS

A. Hospital is the owner and operator of a general acute care hospital located at 1900 Sullivan Avenue, Daly City, California 94118, in which there is located a Department of Quality and Utilization Management ("**Department**"). Hospital is affiliated with Verity Health System of California, Inc. ("**Verity**").

B. Department consists of facilities and equipment owned by Hospital and staffed by Hospital employees.

C. Physician is duly qualified and licensed to practice medicine in the State of California, is experienced and qualified in the specialized field of Cardiology, and is a member of Hospital's Medical Staff ("**Medical Staff**").

D. Hospital desires to retain Physician to provide certain administrative services in the development and operation of the Department, and has determined that this proposed arrangement with Physician will enhance the Department's and Hospital's organization, procedures, standardization, economic efficiency, and professional proficiency, and provide other benefits to enhance coordination and cooperation among the Department's providers and patients.

In consideration of the mutual covenants and promises set forth in this Agreement and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hospital and Physician agree as follows:

AGREEMENT

1.PHYSICIAN OBLIGATIONS

1.1. Medical Director of Department. Physician shall act as Medical Director of the Department ("**Medical Director**") in accordance with the terms of this Agreement, the Medical Staff Bylaws and Rules and Regulations (collectively, "**Medical Staff Bylaws**"), and the Hospital's Bylaws, Rules and Regulations and policies and procedures.

1.2. Qualifications of Physician. Physician shall, at all times during the term of this Agreement, (a) be duly licensed as a physician under California law, (b) be Board Certified (or, with the approval of the Hospital's President and CEO, or his/her designee, have completed training equivalent to that required for Board Certification) in Cardiology, (c) be a member in good standing of the Active Medical Staff, (d) hold all clinical privileges on the Active Medical Staff of Hospital appropriate to the provision of Administrative Services hereunder, (e) be a

participating provider in the Medicare and Medicaid programs (Titles XVIII and XIX of the Social Security Act, respectively), (f) be or agree to apply for participating physician status in any insurance coverage arrangement or managed care plan in which Hospital participates and that is reasonably available to the Physician, and (g) maintain insurance coverage as set forth in Section 5 of this Agreement. Physician shall provide documentation of compliance with all provisions of this Section to Hospital upon request.

Physician represents and warrants to Hospital that (a) Physician's license to practice medicine in any state has never been suspended, revoked or restricted; (b) Physician has never been reprimanded, sanctioned or disciplined by any licensing board or state or local medical society or specialty board; (c) Physician has never been denied membership or reappointment of membership on the medical staff of any hospital and no hospital medical staff membership or clinical privileges of Physician have ever been suspended, curtailed or revoked for a medical disciplinary cause or reason; (d) Physician has never been excluded from participation in, or sanctioned by, any state, federal or local health care program, including, but not limited to Medicare or Medicaid; (e) Physician has never been reprimanded, sanctioned or disciplined by the DEA, been denied a DEA registration number or had a DEA registration number restricted; and (f) Physician has never been denied insurance coverage as set forth in Section 5 of this Agreement or had such insurance coverage restricted.

1.3. Administrative Duties. Physician shall perform the administrative duties and responsibilities ("**Administrative Services**") as set forth in the Administrative Services section of the "Description of Services," attached hereto as Exhibit A, under the direction of Chief Medical Officer. Physician acknowledges that the Medical Executive Committee may monitor and review his/her performance as Medical Director, and that the results of any such reviews may be transmitted to Physician and Hospital administration.

1.4. Administrative Hours. Physician shall devote as much time as is necessary in performing the Administrative Services to provide for the effective management of the Department, for a maximum of sixty five (65) hours per month but in no event less than twenty (20) hours per month. Physician shall coordinate his/her work schedule with Hospital to ensure the effective operation of the Department.

1.5. Quality Programs; Performance Standards.

1.5.1. Physician shall (a) participate in Hospital's quality improvement, utilization review and risk management programs and serve on such quality improvement, utilization review and risk management committees as may be requested by Hospital from time to time; (b) participate in on-going quality improvement monitoring activities, such as audits; (c) participate in risk management activities designed to identify, evaluate and reduce risk of patient injury associated with care; and (d) assist utilization review in setting, monitoring and achieving length of stay and ancillary utilization goals.

1.5.2. As part of its quality improvement, utilization review and risk management programs, Hospital has developed certain criteria and procedures ("**Performance Standards**") to monitor the provision of services under this Agreement and ensure the quality and efficiency of medical care in the Department. Physician shall abide by the Performance Standards set forth in the Performance Standards section of the "Description of Services" attached hereto as Exhibit A.

1.6. Assistant Medical Director. Subject to the prior written approval of Hospital, Physician may appoint at Physician's sole expense, an Assistant Medical Director to perform the

duties of Medical Director only in the event of Physician's absence. Physician shall ensure that the Assistant Medical Director meets all of the same qualifications as Physician and shall cause the Assistant Medical Director to comply with all the requirements of this Agreement.

1.7. Medical Director Efforts. To ensure the effective operation of the Department, the Parties recognize the need for Physician to devote a significant portion of his/her energies and efforts to Department activities. Therefore, during the term of this Agreement, Physician shall refrain from providing medical direction to any other Cardiology program or establishing, performing any management or administrative services for, consulting with, investing in, or otherwise assisting in the management, administrative or operational functions of any other Cardiology program, without the prior written consent of Hospital, which may be withheld in Hospital's sole discretion. Notwithstanding the foregoing, Hospital understands and acknowledges that Physician is engaged in the private practice of medicine, and this Agreement shall not, in any way, limit Physician's private practice of medicine.

1.8. Hospital Rules. Physician shall comply with all applicable terms of this Agreement and all policies, bylaws, rules and regulations of Hospital and the Hospital's Medical Staff applicable to the Physician.

1.9. Operation of Department. Physician shall comply with all applicable governmental laws and regulations and any applicable standards and recommendations of The Joint Commission, the American Medical Association, and the American College of Cardiology.

1.10. Complaints. Physician and Hospital shall cooperate in good faith to investigate any complaints made by Hospital or Hospital patients concerning Physician and to resolve the complaint in a reasonable time with appropriate action. Physician shall notify Hospital immediately of any complaints concerning Physician.

1.11. Cost Control. Physician shall use best efforts to monitor and control the expenses of the Department in order to provide cost efficient services.

1.12. Use of Premises. In order to preserve Hospital's exemption from property and other taxes, pursuant to state and federal law, Hospital space must be used for Hospital purposes only. Consequently, Physician shall use the Department premises solely for the provision of Administrative Services specified in this Agreement. No part of the premises of Hospital shall be used at any time by Physician as an office for the general practice of medicine.

1.13. Notice of Events. Physician shall immediately notify Hospital of: (a) any failure to satisfy the terms or any representation or warranty made in Section 1.2; (b) any incident report filed or malpractice claim or professional disciplinary action asserted or initiated against Physician; and (c) any pending change in corporate identity, form or name of Physician that necessitates a filing with or application for a permit from the Medical Board of California or the Secretary of State of the State of California or another state. Physician shall provide the notice required pursuant to Section 1.13(c) no later than forty-five (45) days prior to the effective date of the change in corporate identity, form or name, and shall take all such actions and provide all such information requested by Hospital in order to amend and assign this Agreement, as necessary, to reflect Physician's new corporate identity, form or name.

1.14. Litigation Consultation.

1.14.1. Assistance in Litigation. Physician shall be available to Hospital to testify as a witness, at no fee, or as an expert witness, in which case a reasonable and customary fee may be charged, in the event litigation is brought against Hospital, its directors, officers, agents or employees based upon a claim of negligence, malpractice or any other cause of action, except where Physician is named an adverse party to Hospital in the proceeding.

1.14.2. Expert Witness Consultant. Physician shall not accept consulting assignments or otherwise contract, agree or enter into an engagement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim asserting negligence, malpractice or professional liability on the part of Hospital or any hospital or health care facility that is a division or other subordinate organization of Verity, or in which any division or subordinate organization of Verity is named, or is expected to be named, as a defendant. It is further agreed that Physician shall refrain from accepting similar consulting assignments if the defendant(s) or anticipated defendant(s) include medical staff, officers or members of the Medical Staff Executive Committee of any Verity hospital, and the claim relates to an occurrence at any Verity hospital; provided, however, the provisions of this paragraph shall not apply to situations in which Physician served as attending physician.

1.15. Limitations on Authority of Physician. Physician shall not (a) incur any financial obligation on behalf of the Hospital without Hospital's express prior written consent; (b) obligate or commit any assets of Hospital for the purchase, acquisition or pilot trial of equipment, supplies or personnel, without the express prior written authorization of Hospital, or enter into any contract on behalf of Hospital for the purchase, rental or other acquisition of equipment, supplies or personnel; (c) make, nor allow any other individual to make, any additions, alterations, improvements or repairs to any space, facilities or equipment furnished by Hospital, without the express prior written authorization of Hospital; or (d) remove any equipment or supplies furnished by Hospital, without the express prior written authorization of Hospital.

1.16. Hospital Employees. During the term of this Agreement and for one (1) year after its termination, Physician (a) shall not hire or contract with (directly or indirectly), seek to hire or contract with, or assist in hiring or contracting with any employee, agent or independent contractor of Hospital and (b) shall not induce, seek to induce, or take action which results in the termination of employment or other arrangement between Hospital and such employee, agent or independent contractor or otherwise interferes with such employment or contractual arrangement.

1.17. Other Agreements. Physician shall timely and fully perform all of Physician's monetary and non-monetary obligations to Hospital or its affiliate under any medical office building lease and any other written contracts between or among such parties.

2. HOSPITAL OBLIGATIONS

2.1. Licensure and Accreditation. Hospital shall provide, as further specified below, the space, equipment, supplies, resources, and non-physician personnel necessary for Hospital to maintain a Department licensed by the California Department of Public Health and accredited by The Joint Commission.

2.2. Responsibility under Title 22. In compliance with Section 70713 of Title 22 of the California Code of Regulations, Hospital shall retain professional and administrative responsibility for services rendered pursuant to this Agreement.

2.3. Administrative Director. Hospital shall provide an Administrative Director of the Department ("**Administrative Director**") who shall be responsible and accountable to Hospital for administrative and technical functions, including supervision, selection, assignment and evaluation of Hospital personnel; maintenance of equipment; development of an annual budget; and acquisition of materials, supplies and equipment. In the event of any dispute between the Physician and the Administrative Director regarding their respective administrative responsibilities, such dispute shall be submitted to the Hospital's President and CEO, or his/her designee, whose decision shall be final and binding upon the Parties.

2.4. Space. Hospital shall furnish for the use of Physician such space as is reasonably necessary, in Hospital's sole discretion, following consultation with Physician, for the proper operation of the Department.

2.5. Equipment. Hospital shall furnish, at its expense, such medical and office equipment as are reasonably necessary, in the sole discretion of Hospital following consultation with Physician, for the proper operation of the Department. Hospital shall consult Physician regarding proposals for the purchase of new equipment. Hospital shall, at its expense, keep and maintain all equipment in good order and repair.

2.6. Supplies. Hospital shall, following consultation with Physician, purchase such supplies as may be reasonably necessary, in the sole discretion of Hospital, for the proper operation of the Department.

2.7. Usual Purchasing Practices. The furnishing of the aforementioned equipment and supplies shall be subject to (a) the usual purchasing practices of Hospital in accordance with its budget requirements and (b) obtaining all necessary government approvals, if any. Physician shall endeavor to submit, for the purpose of budget planning, all requests for equipment and supplies purchases desired during a forthcoming fiscal year at least one hundred and eighty (180) days prior to the beginning of the fiscal year.

2.8. Hospital Services. Hospital shall, at its expense, furnish the Department with such ordinary janitorial and in-house mail service, telephone, laundry, gas, water, heat and electricity as may, in the Hospital's sole discretion, be required for the proper operation of the Department. Hospital shall also provide services of such other Hospital departments, including but not limited to, nursing, administrative, accounting, engineering, purchasing and medical records, as are, in the Hospital's sole discretion, reasonably required for the proper operation of the Department.

2.9. Hospital Personnel. Hospital shall provide the services of nurses, technicians, secretaries, clerical and all other non-physician personnel required for the proper and efficient operation of the Department. Such personnel shall be employed and directed by Hospital. All salaries, wages, taxes, insurance, workers' compensation insurance, retirement and other fringe benefits, and expenses of any kind incident to their employment shall be and remain the responsibility and obligation of Hospital. Such personnel shall be subject to Physician's medical supervision only with respect to clinical matters and related training.

3.BILLING AND COMPENSATION

3.1. Administrative Services. Physician shall, on a monthly basis on or before the fifth (5th) day of each calendar month during the term of this Agreement submit a written invoice to Hospital in the form attached hereto as Exhibit B or as otherwise required by Hospital, detailing to Hospital's satisfaction the Administrative Services provided by Physician in

accordance with Section 1.3 during the immediately preceding calendar month. In completing the monthly invoice set forth in Exhibit B, or as otherwise required by the Hospital, Physician shall describe the specific Administrative Services activities performed, specify the date(s) on which those activities occurred, and, for each date, record the number of hours spent. Hospital will not accept invoices submitted more than sixty (60) days after the end of the calendar month for which payment for Administrative Services is sought.

In consideration of the Administrative Services provided by or on behalf of Physician to Hospital under Section 1.3, and expressly conditioned upon Physician's timely submission to Hospital of the monthly invoice required pursuant to this Section, Hospital shall pay to Physician and Physician shall accept as payment in full for the Administrative Services rendered hereunder the sum of One Hundred Fifty Dollars ($150) per hour, not to exceed Nine Thousand Seven Hundred Fifty Dollars ($9,750) per month, on or before the twentieth (20th) day of each month for the preceding month's service.

Payment shall be made in the name of Physician. To ensure that compensation is reported as paid to the proper party, attached hereto as Exhibit C is a completed and executed copy of IRS Form W-9 which identifies the taxpayer identification number for Physician.

3.2. Conditions for Payment.

3.2.1. Payment of the compensation provided herein is conditioned upon Physician (a) timely and fully performing all of the duties and obligations set forth in Section 1 (Physician Obligations) above and (b) maintaining such records and supporting documents as may, from time to time, be required to comply with the requirements of governmental agencies and third party payors, including: preparing complete and accurate time records which document separately all time spent providing professional, administrative and teaching services hereunder, in a form acceptable to Hospital; pursuant to 42 CFR section 415.60 and in order to comply with Medicare requirements, executing and updating at such times and on such forms as requested by Hospital, a written allocation statement specifying the respective amounts of time to be spent in furnishing professional, administrative services to provider, and services which do not fall into either category; and completing or assuring the prompt completion of all patient charts and other written records necessary to be maintained with respect to the Department, including all Administrative Services provided under this Agreement.

3.2.2. Hospital will not make any payment to Physician for Administrative Services rendered prior to the later of the Effective Date or the date of execution of the Agreement by both Parties.

3.3. Changes in Rules and Regulations. The Parties understand that they may have to alter their billing arrangements in order to comply with changing legal requirements or to avoid economically impracticable reimbursement disallowances. The Parties therefore agree, upon written request of either Party, to negotiate in good faith in order to modify this Agreement so as to comply with such legal requirements or to avoid such disallowances. If the Parties cannot reach agreement on such modifications within sixty (60) days after the initial written request, either Party may terminate this Agreement upon thirty (30) days' additional written notice.

4.INDEPENDENT CONTRACTOR

4.1. Independent Contractor. In the performance of the duties and obligations of Physician hereunder, it is mutually understood and agreed that Physician, including all Personnel (as defined in Section 12.2), is at all times acting and performing as an independent contractor,

and nothing in this Agreement is intended nor shall be construed to create between (a) Hospital and (b) Physician or Personnel an employer/employee, joint venture, agency, lease or landlord/tenant relationship. The standards of medical practice and professional duties of Physician shall be determined by the Medical Staff and prevailing professional standards. In furtherance of the independent status of the Parties, Physician shall not, and shall cause all Personnel not, to hold himself/herself/themselves out as officers, agents or employees of Hospital. Physician shall and shall cause all Personnel to take all reasonable steps to disavow such status or relationship in every instance where a reasonable person might assume that such a relationship exists between the Parties. Physician shall reimburse or otherwise indemnify Hospital for all costs incurred, if Physician or any Personnel is held to be an employee or agent of Hospital for any purpose.

4.2. Governmental Challenge. In the event any governmental entity, including without limitation, the Internal Revenue Service, should question or challenge the independent contractor status of Physician or Personnel with respect to Hospital and the Administrative Services rendered hereunder, the Parties hereto mutually agree that both Physician and Hospital shall have the right to participate in any discussion or negotiation occurring with such governmental entity, regardless of who initiated such discussions or negotiations. In the event the governmental entity concludes that an independent contractor relationship does not exist, Hospital may terminate this Agreement immediately upon written notice to Physician.

4.3. Tax and Benefits. Personnel shall look only to Physician for setting and administering the terms and conditions of their employment or contract. None of Physician or Personnel shall have a claim against Hospital under this Agreement or otherwise for social security benefits, workers' compensation benefits, vacation pay, sick leave, retirement benefits, disability or unemployment benefits, or employee benefits of any kind. Hospital shall not withhold on behalf of Physician or Personnel any sums for income tax, unemployment insurance, social security or any other purposes, and all such withholdings or obligations shall be the sole responsibility of Physician. Physician shall indemnify, defend and hold harmless Hospital from any and all loss or liability, if any, arising under this Section 4.3.

5.INSURANCE AND INDEMNIFICATION

5.1. Physician Insurance.

5.1.1. Coverage Requirements. Physician, at his/her sole cost and expense, shall procure and maintain in force throughout the entire term of this Agreement continuous coverage (as defined in Section 5.1.2 below) of policies of professional liability insurance. Without limitation, the professional liability insurance policies shall (i) provide coverage for covered medical incidents, including negligent acts or omissions of Physician and Personnel (as defined in Section 12.2) in the performance of professional health care or medical services during its term, (ii) name Physician and Personnel as named insureds, (iii) be issued by an insurance company licensed or otherwise qualified to issue professional liability insurance policies or coverage in the State of California and rated A- or better by A.M. Best Rating Agency or be issued by an adequately funded and secured self-insurance trust, and (iv) provide for minimum coverage limits consistent with the requirements of the Hospital's Medical Staff Bylaws, but in no event less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the annual aggregate, and such limits shall apply separately for Physician and for any Personnel.

5.1.2. Continuous Coverage. For purposes of this Agreement, the term "continuous coverage" means the maintenance of professional liability insurance during the

period commencing as of the Effective Date, continuing during the entire term of this Agreement (including any extensions or renewals hereof) and, if claims-made form of coverage, expiring not less than five (5) years following the expiration or earlier termination of this Agreement (the "**Insurance Period**"). To satisfy the requirement of continuous coverage, if for any reason during the Insurance Period any insurance policy maintained by Physician pursuant to this Section 5.1 terminates, expires, is cancelled or is not renewed, or if there is a reduction or other change in the amount or scope of any coverage under the policy (whether by action of the insurance company, Physician or Personnel), Physician shall (i) cause a replacement insurance policy meeting the requirements of this Section 5.1 to be in effect as of the effective date of the termination, expiration, non-renewal, cancellation, reduction, or other change of the prior insurance policy, and (ii) purchase either extended reporting coverage (i.e., "tail" coverage) or prior acts coverage (i.e., "nose" coverage). "Tail" coverage must provide for a discovery/reporting period that would extend at least through the end of the Insurance Period, and "nose" coverage must provide coverage at least as of the start of the Insurance Period.

5.1.3. Certificate of Insurance. Physician shall provide Hospital with certificates of insurance evidencing the insurance policies required by this Section 5.1. Such insurance policy or policies shall also provide for not less than thirty (30) days' prior notice to Hospital of any termination, expiration, non-renewal, cancellation, reduction, or other change in the amount or scope of any coverage(s) required under this Section 5.1. Physician shall give Hospital not less than sixty (60) days' prior written notice of its intent to cancel such insurance, and agrees promptly to notify Hospital of any other termination, expiration, non-renewal, cancellation, reduction, or other change in the amount or scope of any coverage under the policy, but in no event later than ten (10) days following Physician's or any Personnel's receipt of notification of such action. In the event Physician fails to procure, maintain or pay for the insurance required under this Section 5.1, Hospital shall have the right, but not the obligation, to obtain such insurance. In that event, Physician shall reimburse Hospital for the cost thereof, and failure to repay the same upon demand by Hospital shall constitute breach of a material provision of this Agreement.

5.2. Indemnification.

5.2.1. Physician. Physician shall defend, indemnify and hold harmless Hospital, its members, directors, officers, employees, and agents from all claims, damages, costs, and expenses (including reasonable attorneys' fees) due to negligence or willful acts or omissions of Physician (including his/her employees, agents and any other Personnel as described in Section 12.2) arising out of, or in connection with, the performance of this Agreement.

5.2.2. Hospital. Hospital shall defend, indemnify and hold harmless Physician and his/her employees and agents from all claims, damages, costs, and expenses (including reasonable attorneys' fees) due to negligence or willful acts or omissions of Hospital (including its directors, officers, employees, and agents except Physician and Personnel) arising out of, or in connection with, the performance of this Agreement.

5.3. Insurance for Administrative Duties. Hospital, at its sole cost and expense, shall procure and maintain liability coverage from a carrier of its choice in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the annual aggregate covering solely the Administrative Services provided during the term of this Agreement on Hospital premises by Physician pursuant to Section 1.3, and not for professional services or any other patient care/clinical activities. Upon Physician 's request, Hospital shall provide Physician with certificates of insurance evidencing the coverage. Hospital agrees to give

Physician not less than sixty (60) days' written notice of its intent to cancel such insurance and agrees to promptly notify Physician in writing of any other cancellation, reduction, or material change in the amount or scope of any coverage under the policy.

6.BOOKS AND RECORDS.

6.1. Medical Records and Claims. Physician shall maintain financial books and records, and all medical records and charts, in accordance with industry standards, and in compliance with all state and federal laws and regulations, the regulations and requirements of the voluntary accrediting institutions (including, without limitation, The Joint Commission) in which Hospital participates, and the Medical Staff Bylaws and Hospital Rules and Regulations. Physician shall maintain and provide all such books, records and charts to patients and Hospital, and to state and federal agencies, including without limitation the California Department of Corporations and California Department of Managed Health Care (or their successors), as may be necessary for Physician and/or Hospital to comply with applicable state, federal, and local law and regulation and with contracts between Hospital and third party payors. Physician shall cooperate with Hospital to complete such claim forms for Department patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors. Physician shall retain his/her records and information for at least six (6) years after the termination of this Agreement.

6.2. Access to Books and Records.

6.2.1. Physician shall, in connection with the subject of this Agreement, cooperate fully with Hospital, by, among other things, maintaining and making available all necessary books, documents and records, in order to assure that Hospital will be able to meet all legal requirements and all requirements for participation and payment associated with private, federal, state, or other public third party payment programs, including without limitation, Section 1861(v)(1)(I) of the federal Social Security Act, as amended.

6.2.1.1. Until the expiration of four (4) years after the furnishing of Administrative Services pursuant to the Agreement, Physician shall make available to the Secretary of Health and Human Services and the Comptroller General of the United States, or their duly authorized representatives, upon written request of any of them, this Agreement, and all books, documents and records that are necessary to certify the nature and extent of the cost of services hereunder. If Physician carries out any of the duties of this Agreement through a subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the subcontracting organization shall make available, upon written request to the Secretary or the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

6.2.2. If Physician is requested to disclose books, documents or records pursuant to this Section, Physician shall notify Hospital of the nature and scope of such request, and Physician shall make available, upon written request of Hospital, all such books, documents or records, during regular business hours of Physician.

7.CONFIDENTIALITY

7.1. Agreement Confidential. This Agreement is personal and confidential between the Parties, and the Parties hereto shall not release information concerning this Agreement to any

person without the consent of the other Party, except as permitted herein. This prohibition against release of information shall not prevent the Parties from disclosing the contents of this Agreement to their respective attorneys, and shall not apply to any information required to be released by contracts existing as of the date of this Agreement, or to fiscal intermediaries, public agencies or commissions with government powers and duties related to disclosure of information having the right to compel disclosure of such information, nor to any information otherwise compelled to be released by process of law, nor to any information required to be disclosed to Hospital's representatives or others in connection with Hospital's or Verity's tax exempt bonds or other financing transactions.

7.2. Medical Staff and Committee Records. All records, files, proceedings and related information of Physician, Hospital and the Medical Staff and its committees pertaining to the evaluation and improvements of the quality of patient care at Hospital shall be kept strictly confidential by Physician. Physician shall not voluntarily disclose such confidential information, either orally or in writing, except as expressly required by law or pursuant to written authorization by Hospital.

7.3. Patient Records. Any and all patient records and charts produced as a result of either Party's performance under this Agreement shall be and remain the property of Hospital. Both during and after the term of this Agreement, Physician, or his/her agents, shall be permitted to inspect and/or duplicate, at Physician's expense, any individual chart or record to the extent necessary to meet his/her professional responsibilities to such patient(s) and/or to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, provided that such inspection or duplication is permitted and conducted in accordance with the applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Physician shall be solely responsible for maintaining patient confidentiality with respect to any information obtained by him/her, Physician or his/or agents pursuant to this Agreement.

7.4. Trade Secrets. Physician acknowledges that in connection with his/her performance under this Agreement, Physician may or will have access to and the use of confidential information and trade secrets (the "**Confidential Information**") of Hospital related to the Department and its operations which include, but are not limited to, financial statements, internal memoranda, reports, patient lists, and other materials or records of a proprietary nature. In order to protect the Confidential Information, Physician shall not, after the date of this Agreement and for so long as any such Confidential Information remains confidential, secret or otherwise wholly or partially protectable, use such information (except in connection with the performance of his/her duties hereunder) or divulge the Confidential Information to any third party, without first obtaining the prior written consent of the Hospital President and CEO or his/her designee.

8.COMPLIANCE WITH HOSPITAL STANDARDS

8.1. Corporate Responsibility Program. Physician expressly agrees that Hospital's Corporate Responsibility Program, as adopted and amended from time to time ("**Compliance Program**"), shall be incorporated herein and made a part of this Agreement. Physician shall comply with such Compliance Program at Physician's sole cost and expense. Without limiting the foregoing commitment to comply with Hospital's Compliance Program, Physician agrees that:

8.1.1. Physician shall comply with all applicable federal and state laws and regulations;

8.1.2. Physician shall cooperate with Hospital corporate compliance audits, reviews and investigations which relate to Physician and/or any of the Administrative Services provided by Physician under this Agreement (including, without limitation, providing any and all Physician's documents and/or information with respect to Physician and his/her activities under this Agreemcnt);

8.1.3. If requested by Hospital, Physician shall participate in corporate compliance-related seminars and educational programs sponsored by Hospital; and

8.1.4. Physician shall comply with and not do or cause to be done any act or omission which in any way conflicts with or violates the standards of conduct (the **"Standards of Conduct"**) which are part of Hospital's Compliance Program.

8.2. Acknowledgement. Physician hereby acknowledges that (a) he/she has received a description of the Compliance Program titled "Essential characteristics of the Verity Health System of California, Inc. Corporate Responsibility Program, and the Standards of Conduct, each attached hereto as Exhibit D, and (b) he/she has been given ample opportunity to read and review these copies.

8.3. Deficit Reduction Act. In compliance with Section 6032 of the Deficit Reduction Act of 2005, Hospital shall provide Physician with access to Hospital's policies detailing California and federal false claims laws, including but not limited to the False Claims Act, and regulations, including whistleblower protections and penalties, and Hospital's policies and procedures for detecting and preventing fraud, waste, and abuse (available at https://seton.verity.org/about-us/deficit-reduction-act-policies/), and Physician agrees to abide by such policies in connection with the provision of services under this Agreement.

9.COMPLIANCE WITH LAWS

9.1. Generally. Physician shall comply with all applicable laws, rules and regulations of all governmental authorities and accrediting agencies having jurisdiction over Hospital, physicians, allied health professionals and/or this Agreement, including Medicare and Medi-Cal laws, rules and regulations and all hospital and professional licensure and reimbursement laws, regulations, rules and policies.

9.2. Nondiscrimination. Physician shall not differentiate or discriminate in the provision of medical services to patients due to race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, physical handicap, medical condition, medical history, genetics, evidence of insurability, or claims history, in violation of any applicable state, federal or local law or regulation, or the rules and regulations of Hospital with respect to such matters.

9.3. Anti-Referral Laws. Nothing in this Agreement or in any other written or oral agreement between Hospital and Physician, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patient to Hospital. Any consideration specified in this Agreement is consistent with what the Parties reasonably believe to be fair market value for the Administrative Services provided. Physician acknowledges that he/she is subject to and must comply with certain federal and state laws governing referral of patients, as may be in effect or amended from time to time, including but not limited to:

9.3.1. Payments for referrals or to induce the referral of patients (Cal. Business and Professions Code Section 650; Cal. Labor Code Section 3215; and the Medicare/Medicaid Fraud and Abuse Law, Section 1128B of the Social Security Act; and all implementing regulations); and

9.3.2. The referrals of patients by a physician for certain designated health care services to an entity with which the physician (or his/her immediate family) has a financial relationship (Cal. Business and Professions Code Sections 650.01 and 650.02; Cal. Labor Code Sections 139.3 and 139.31; and Section 1877 of the Social Security Act; and all implementing regulations).

9.4. Disclosure of Interests.

9.4.1. In order to permit compliance with federal anti-referral statutes and regulations, as amended from time to time, Physician shall provide Hospital upon execution of this Agreement with information sufficient to disclose any ownership, investment or compensation interest or arrangement of Physician or any of Physician's immediate family members, in any entity providing "designated health services," as that term is defined in the statutes and regulations. This provision is not intended to reallocate any disclosure or reporting requirements imposed upon Physician under any governmental program to Hospital, or to create an assumption of such disclosure obligations on the part of Hospital, and Physician acknowledges that he/she shall have the sole responsibility to fulfill any such federal and/or state reporting requirements.

9.4.2. Physician shall immediately inform Hospital of any other arrangements that may present a conflict of interest or materially interfere with Physician's performance of his/her duties under this Agreement. Hospital may exercise its right to terminate this Agreement under Section 10.2.2 or to suspend this Agreement under 10.3.1 if Physician pursues or engages in conduct that does constitute a conflict of interest or that materially interferes with (or is reasonably anticipated to interfere with) Physician's performance under this Agreement.

9.5. Privacy and Confidentiality.

9.5.1. Both Parties shall comply with all federal and state laws governing the confidentiality and privacy of patient health information, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, and the Health Information Technology for Economic and Clinical Health Act and implementing regulations (collectively, "**HIPAA**"). In addition, Physician shall comply with Hospital and Medical Staff policies and procedures regarding patient privacy and confidentiality.

9.5.2. In providing Administrative Services under this Agreement, Physician may have access to Protected Health Information (as defined by HIPAA) of a Hospital patient who is not also a mutual patient of Physician, resulting in Physician serving as a Business Associate (as defined by HIPAA) of Hospital. The Parties agree to enter into a Business Associate Agreement, attached hereto as Exhibit E and incorporated herein, which sets forth the requirements for the potential use or disclosure of, and access to, Protected Health Information with respect to such arrangements.

9.6. Changes in Law. In the event there are any changes in Medi-Cal or Medicare requirements, Joint Commission accreditation guidelines or requirements, federal or state tax exemption requirements, and/or substantial changes under other public or private health and/or hospital care insurance programs or policies which may have a material effect on the Hospital's operations, Hospital may elect to renegotiate this Agreement. Hospital shall indicate the basis upon which it has determined that such a material impact on its operations may result. In any case where such notice is provided, both Parties shall negotiate in good faith during the thirty (30) day period thereafter in an effort to develop a revised Agreement, which, to the extent reasonably practicable, will adequately protect the interests of both Parties in light of the changes which constituted the basis for the exercise of this provision.

10. TERM AND TERMINATION

10.1. Term. This Agreement shall commence on the Effective Date and shall expire on March 31, 2020, unless sooner terminated or extended as otherwise provided in this Agreement. This Agreement may be renewed by mutual written agreement of the Parties. Notwithstanding the expiration of the stated term of this Agreement, all terms and conditions of this Agreement shall remain effective, in force and applicable in full for an additional period during which the Parties' mutual intent to continue this Agreement is manifested by their conduct, including, but not limited to, the continued performance of services hereunder and payment of consideration for such services in accordance with the terms of Section 3 of this Agreement. In no event, however, shall the term of this Agreement exceed three (3) consecutive years.

10.2. Termination of Agreement. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated upon any of the following:

10.2.1. Without Cause. Either Party may terminate this Agreement, without cause or penalty, by giving no less than thirty (30) days' written notice to the other Party. In the event of such termination, the Parties shall not enter into another agreement with each other for the same Administrative Services as are provided hereunder for a period of one (1) year after the later of the initial Effective Date or the effective date of the most recent amendment to this Agreement.

10.2.2. For Breach. Either Party may terminate this Agreement in the event of the other Party's breach hereof by giving thirty (30) days' prior written notice of the general nature of such breach. Notwithstanding the foregoing, this Agreement shall not terminate in the event that the breaching Party cures the breach, to the satisfaction of the non-breaching Party, within fifteen (15) days of the receipt of such notice. Without limitation, any failure to provide the Administrative Services in accordance with Section 1 or to maintain compliance with the provisions of Sections 5, 6, 7, 8 and 9 shall constitute a material breach of this Agreement.

10.2.3. Immediately. Notwithstanding the foregoing, Hospital may terminate this Agreement immediately by giving written notice to Physician, upon the occurrence of any one or more of the following events:

10.2.3.1. Hospital determines in good faith that any aspect of the performance by or on behalf of Physician hereunder endangers patient safety or will subject Hospital to ill repute.

10.2.3.2. Physician fails to maintain compliance with all of the qualifications, covenants, provisions, representations and warranties set forth in Sections 1.2, 5, 8 and 9.

10.2.3.3. Physician is convicted of a crime punishable as a felony or involving moral turpitude.

10.2.3.4. Physician (a) commences a voluntary case under the Bankruptcy Code, (b) has filed against it a petition commencing an involuntary case under the Bankruptcy Code that shall not have been dismissed within sixty (60) days after the date on which such petition is filed, (c) seeks relief as a debtor under any applicable law, other than the Bankruptcy Code, of any jurisdiction relating to the liquidation or reorganization of debtors or to the modification or alteration of the rights of creditors, or consents to or acquiesces in such relief, (d) has entered against it an order by a court of competent jurisdiction (i) finding it to be bankrupt or insolvent, (ii) ordering or approving its liquidation or reorganization as a debtor or any modification or alteration of the rights of its creditors or (iii) assuming custody of, or appointing a receiver or other custodian for, all or a substantial portion of its property, (e) makes an assignment for the benefit of, or enters into a composition with, its creditors, or appoints, or consents to the appointment of, or suffers to exist a receiver or other custodian for, all or a substantial portion of its property, or (f) any similar occurrence reasonably indicating an imminent inability to perform substantially all of its duties under this Agreement.

10.2.3.5. Physician dies or becomes unable to provide Administrative Services for a period in excess of thirty (30) consecutive days, or thirty (30) days in the aggregate over any three (3) month period.

10.2.4. In the event the Parties are unable to develop a revised Agreement in accordance with Sections 3.3 or 9.6, either Party may elect to terminate this Agreement upon thirty (30) days' written notice to the other Party.

10.2.5. In the event Department is eliminated or there is a material change in service levels of the Department during the term of this Agreement, Hospital shall provide Physician with notice of such change in services, and the Parties shall promptly meet and confer to negotiate in good faith revised terms to this Agreement that are mutually agreeable and practicable to permit the continued provision of necessary Administrative Services in the Department. If such negotiations fail to result in mutually satisfactory amendment within forty-five (45) days of Physician's receipt of notice provided hereunder, either Party may thereupon terminate this Agreement by providing thirty (30) days' notice of termination to the other.

10.2.6. In the event legal counsel for either Party advises that this Agreement or any practices which could be, or are, employed in exercising rights or providing Administrative Services under this Agreement pose a material risk of violating any legal requirements, including without limitation those referenced in Section 9 or any legal requirement related to Hospital's tax-exempt status or tax-exempt bond financing, the Parties in good faith shall undertake to revise this Agreement, in accordance with Section 12.10, to comply with such legal requirements. In the event the Parties are unable to agree upon the revised terms within thirty (30) days thereafter, either Party may terminate this Agreement immediately upon written notice to the other.

10.2.7. Effect of Termination.

10.2.7.1. Upon expiration or termination of this Agreement, neither Party shall have any further obligation hereunder except for (a) obligations due and owing which arose prior to the date of termination and (b) obligations, promises, or covenants contained herein which expressly extend beyond the term of this Agreement.

10.2.7.2. Upon expiration or termination of this Agreement, and upon Hospital's request, Physician shall immediately vacate the Hospital and the Department premises, removing at such time any and all of Physician's personal property. Hospital may remove and store, at Physician's expense, any personal property that has not been so removed.

10.2.7.3. Following the expiration or termination of this Agreement, Physician shall not do anything that might interfere with any Hospital efforts to contract with any other individual or entity for the provision of services or to interfere in any way with any relationship between Hospital and any entity or person who may replace Physician.

10.2.7.4. Termination of this Agreement by Hospital shall not provide Physician the right to a fair hearing or the other rights more particularly set forth in the Medical Staff Bylaws.

10.3. Suspension of Agreement.

10.3.1. Hospital may suspend this Agreement (i) in order to permit Hospital, its employees and agents to conduct any review of any ethical, clinical, compliance-related, quality- or patient care-related matter; or (ii) in lieu of termination of this Agreement under Section 10.2, for any reason provided under Sections 10.2.2 and 10.2.3.

10.3.2. Suspension of the Agreement shall take effect upon Physician's receipt of written or oral notice. If notice of suspension is given orally, Hospital shall confirm oral notice promptly in writing. Suspension shall remain in effect until the rights and duties of Physician under this Agreement are reinstated by Hospital by written notice to Physician. If the Agreement remains suspended for sixty (60) consecutive days, the suspension shall be treated as the termination of the Agreement without cause for all purposes of this Agreement.

10.3.3. Effect of Suspension.

10.3.3.1. Any period of suspense pursuant to this Section 10.3 shall be referred to as a "**Suspension Period.**"

10.3.3.2. During the Suspension Period, Hospital shall be relieved of all of its duties and obligations under this Agreement, including, without limitation, any obligation to make payment for services rendered by Physician or Personnel (as defined in Section 12.2) or to make available any Department space, supplies or support staff to Physician or Personnel.

10.3.3.3. In the event that Hospital determines, in its sole discretion, to terminate the Suspension Period and reinstate this Agreement, Hospital shall have no obligation to pay Physician any amounts that would have been owed under this Agreement (for services rendered by Physician or Personnel during the Suspension Period) had there been no Suspension Period.

10.4. Set-off. In the event of any breach of Section 1.17 above, Hospital may set-off and apply any compensation otherwise due to Physician hereunder to cure any monetary defaults of Physician under other agreements. This set-off right is in addition to other Hospital remedies set forth herein.

10.5. Damages Upon Termination or Suspension. In the event of any breach, suspension or termination of this Agreement by Hospital that is determined to be improper by a court of competent jurisdiction or by a binding arbitration award, Physician shall accept monetary damages, if any, as full and complete relief, to the exclusion of any injunctive or similar relief.

10.6. Survival. The provisions of Sections 1.10, 1.13, 1.14, 1.16, 3, 5, 6.2, 7, 8.1, 10.2.7, 10.4, 10.5, 10.6 and 11 shall survive termination of this Agreement.

11. DISPUTE RESOLUTION

11.1. Special Meeting. Except as set forth in Section 11.6 below, in the event of any dispute or disagreement between the Parties with respect to this Agreement, either Party may request in writing a special meeting for the resolution of the dispute (a "**Special Meeting**"). The Special Meeting shall be held at a mutually agreeable location within ten (10) days of a written request for the meeting, which request shall specify the nature of the dispute to be resolved. The Special Meeting shall be attended by representatives of both Parties (who may or may not be accompanied by legal counsel, in their respective discretion), who shall attempt in good faith to resolve the dispute and shall have reasonable authority to do so.

11.2. Mediation. If a dispute has not been resolved within thirty (30) days after the date of the Special Meeting or within forty-five (45) days of the written request for the Special Meeting, either Party may initiate mediation of the dispute by sending a written request for mediation to the other Party. The Parties shall meet to jointly select an independent and neutral person qualified to act as a mediator. The mediation proceeding shall commence not more than thirty (30) days after the written request for mediation. The mediation shall be attended by representatives of both Parties (who may or may not be accompanied by legal counsel, in their respective discretion), who shall attempt in good faith to resolve the dispute and shall have reasonable authority to do so.

11.3. Arbitration. If the Parties are unable to reach a mutually acceptable resolution to the dispute within thirty (30) days following an initial mediation conference or within sixty (60) days following the written request for mediation, the matter shall be submitted to arbitration. Either Party may commence arbitration by giving a written notice to the other Party demanding arbitration. There shall be one (1) impartial arbitrator, who shall be experienced in mediation and arbitration and knowledgeable regarding the health care/health related services industry. The Parties shall meet to jointly select a single arbitrator to serve in the matter of dispute resolution. If the Parties cannot reach agreement as to a mutually acceptable arbitrator within ten (10) days after the demand to arbitrate is made, they shall request that an arbitrator be chosen by JAMS/Endispute, Inc.

11.4. Hearing. The arbitration process shall consist of an adversary hearing and each Party shall have the right to call and cross-examine witnesses under oath and to introduce oral and documentary evidence. The decision of the arbitrator shall be final and binding. The arbitration hearing shall take place at a location mutually agreed upon by the Parties, and shall be governed by the rules of Section 1280 *et seq.* of the California Code of Civil Procedure.

The arbitration shall be held within sixty (60) days after the appointment of the arbitrator, and in no event shall the taking of evidence before the arbitrator commence more than six (6) months following the date of the written demand for arbitration. In the event that the taking of evidence before the arbitrator does not commence within this time period, the Party demanding arbitration shall be able to pursue all legal remedies, including without limitation bringing an action regarding the dispute in a court of law.

11.5. Good Faith Finding. The arbitrator, in addition to resolving the dispute, shall make a finding whether the Parties to the arbitration acted in good faith. If the Parties are found by the arbitrator to have acted in good faith, both Parties shall equally share in the expenses and fees of the arbitration. However, if one Party is found not to have acted in good faith, that Party alone will bear the expenses and fees of the arbitration, including attorneys' fees for both Parties.

11.6. Injunctive Relief. Notwithstanding the provisions of this Section 11 and except as provided in Section 10.5 above, each of the Parties hereto shall have the right to apply for and obtain a temporary restraining order or other temporary, interim or permanent injunctive or equitable relief from a court of competent jurisdiction in order to enforce the provisions of any part of this Agreement as may be necessary to protect its rights under those Sections.

11.7. Costs. In the event a court action is brought to enforce or interpret any part of this Agreement, the prevailing Party shall be entitled to recover as an element of its costs of suit, reasonable attorneys' fees, as determined by the court.

12. MISCELLANEOUS PROVISIONS

12.1. Notices. Written notice required under this Agreement shall be delivered personally or sent by United States registered or certified mail, postage prepaid and return receipt requested, and addressed or delivered to the Parties at the following addresses (or such address as may hereafter be designated by a Party by written notice thereof to the other Party):

Physician

Colman Ryan, M.D.
Seton Medical Center
1900 Sullivan Avenue
Daly City, CA 94015

Hospital
President and Chief Executive Officer
Seton Medical Center
1900 Sullivan Avenue
Daly City, CA 94015

12.2. Obligations of Personnel. All obligations and prohibitions imposed on Physician pursuant to this Agreement are equally applicable to Assistant Medical Director and any other physician, partner, shareholder, associate, employee or contractor (collectively, the "**Personnel**") engaged, retained, employed or contracted by Physician to assist in the performance of this Agreement. Physician shall require all Personnel to comply with all terms and conditions of this Agreement. Upon Hospital's request, Physician shall obtain from each of the Personnel a written acknowledgment and agreement to be bound by the terms and conditions of this Agreement in such form as may be required by Hospital.

12.3. Other Agreements. Hospital and Physician acknowledge and agree that this Agreement and any other agreement or arrangement between (a) Hospital and (b) Physician or any immediate family member of Physician shall be cross-referenced to a master list(s) of contracts that is centrally maintained and updated by Hospital. For the purposes of this Section, "immediate family member" means a husband or wife; birth or adoptive parent, child or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law,

daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild.

12.4. Incorporation of Exhibits. All schedules, exhibits, addenda, and recitals referred to in this Agreement are an integral part of this Agreement and are incorporated in full into this Agreement by this reference.

12.5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of California, without regard to conflict of law rules.

12.6. Force Majeure. Neither Party shall be liable or be deemed in default of this Agreement for any delay or failure to perform caused by Acts of God, war, acts of terrorism, disasters, strikes, or any similar cause beyond the control of either Party.

12.7. Catastrophe. In the event that Hospital facilities shall be partially damaged or destroyed by fire, earthquake or other catastrophe, and such damage is sufficient to render the facilities untenantable but not entirely or substantially destroyed, this Agreement may be suspended by Hospital until such time as Hospital determines that the premises or the facilities shall again be tenantable. In the event Hospital determines that Hospital facilities have been entirely or substantially destroyed by fire, earthquake, or other catastrophe, this Agreement may be terminated by either Party upon ten (10) days' written notice to the other; or, in the alternative, this Agreement shall be suspended until such time as Hospital shall erect or otherwise acquire new facilities with accommodations substantially similar to those provided herein for the use of Department, in the event that Hospital gives written notice to Physician that it shall erect or otherwise acquire facilities. Nothing in this Agreement shall obligate Hospital to erect or otherwise acquire such facilities.

12.8. Tax Exempt Financing. Notwithstanding anything in this Agreement to the contrary, in the event that the Hospital uses the proceeds of tax-exempt financing, this Agreement shall be amended as may be necessary in order for Hospital to comply with the requirements of such financing so that the services provided under this Agreement are not considered "private activity use" under the Internal Revenue Code. Immediately upon request by Hospital, Physician shall execute any and all such amendments presented by Hospital and shall return promptly said executed original amendments to Hospital.

12.9. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the Parties.

12.10. Assignment and Delegation. Physician shall not assign or delegate any of its rights or obligations under this Agreement, and any such assignment or delegation is expressly prohibited and shall be void. Subject to the prohibition contained in this paragraph, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties hereto. Hospital, in its sole and absolute discretion, shall have the right at any time to assign, delegate or in any manner transfer all or any portion of its interests, obligations or duties under this Agreement to any person, group or entity without the consent of Physician.

12.11. Amendment. This Agreement may be amended at any time by mutual agreement of the Parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the Parties.

12.12. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the Parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the Parties hereto with respect to the subject matter of this Agreement.

12.13. Captions. Any captions or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

12.14. Cumulation of Remedies. The various rights, options, elections, powers, and remedies of the respective Parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said Parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

12.15. No Third Party Rights. The Parties do not intend the benefits of this Agreement to inure to any third person not a signatory hereto. Notwithstanding anything contained herein, or any conduct or course of conduct by any Party hereto, before or after signing this Agreement, this Agreement shall not be construed as creating any right, claim or cause of action against either Party by any person or entity not a Party to this Agreement.

12.16. Counting Days. If the day for performance of any obligation under this Agreement is a Saturday, Sunday, or legal holiday (within the meaning of California Civil Code Section 7), then the time for performance of any obligation under this Agreement shall be extended to 5:00 p.m. on the first business day following such Saturday, Sunday, or legal holiday.

12.17. Construction of Agreement. The Parties agree that each Party and its counsel have fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendment hereto or exhibit herein or therein.

12.18. Waiver. No delay or omission by either Party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future. Any waiver of any terms and conditions hereof must be in writing, and signed by the Parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

12.19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

[Rest of the Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives effective as of the date first above written.

SETON MEDICAL CENTER

By: [redacted]
Mark Fratzke, MHA, DNP

Its: President and Chief Executive Officer

COLMAN RYAN, M.D.

[redacted]

EXHIBIT A

DESCRIPTION OF SERVICES

ADMINISTRATIVE SERVICES FOR QUALITY

Physician shall:

1.Review for appropriateness and periodically recommend revisions to standing orders for patients.

2. Work with medical and hospital staff to develop and implement a critical pathway mechanism for differing patient diagnosis to ensure appropriate and cost-effective levels of service.

3. Educate medical staff about appropriate, cost-effective utilization of hospital services for patients.

4. Advise executive staff on development of strategic goals for Seton Medical Center.

5. Supervise the design and implementation of instruction and training curriculum medical and nursing education programs; encourage participation of other physician users in provision of ongoing nursing staff training and in-service education.

6. Establish an environment which encourages optimal utilization of cardiovascular services by qualified Seton Medical Center medical staff.

7. Consult with Seton management on selection and usage of capital equipment to ensure state-of- the-art practice and cost effectiveness; actively participate in annual capital budgeting process by obtaining input from major cardiovascular services physicians.

8. Attend meetings with management when meetings are scheduled with reasonable notice and patient activities do not preclude attendance.

9. Ensure availability, other than when performing clinical duties, to support medical staff and management when patient and/or physician problems arise; provide consistent oversight and leadership of critical care nursing units in collaboration with Chief Medical Officer and Chief Operating Officer, and Chief Nursing Officer.

10. Assist Hospital administration in Physician Relations including issues related to quality of care, length of stay, clinical documentation, use of high cost tests, etc.

11. Assist Chief Medical Officer on Department related projects or initiatives as requested.

12. Other duties as agreed by both Parties.

PERFORMANCE STANDARD FOR QUALITY

1. Assists in achieving 5 star Medicare quality hospital
2. Achieves 90th percentile with patient experience
3. Mortality rates less than 1.0 O/E

4. Surgical site infections <1.0

ADMINISTRATIVE SERVICES FOR UTILIZATION MANAGEMENT

Overview of Utilization Management role:
1. Advisory - resource for case management, direct link to the Medical Staff to increase utilization review and quality, assist with medical necessity questions, liaison with other physicians.

2. Administrative - review peer to peer cases as well as more complex cases

3. Educational - educational resource for case management, review other physicians, educate staff to increase collaboration

Position Summary:
The Utilization Management Physician Advisor conducts clinical reviews on cases referred by care management staff and/or other health care professionals to meet regulatory requirements and in accordance with the hospitals objectives for assuring quality patient care and effective, efficient utilization of health care services. The PA meets with care management and health care team members to discuss selected cases and make recommendations for care, interacting with medical staff members and medical directors of third party payers to discuss the needs of patients and alternative levels of care. The PA acts as consultant to and resource for attending physicians regarding their decisions relative to appropriateness of hospitalization, continued stay, and use of resources. The PA further acts as a resource for the medical staff regarding federal and state utilization and quality regulations.

As the GDI physician advisor, the Utilization Management Physician Advisor will act as a liaison between the GDI professional, HIM, and the hospital's medical staff to facilitate accurate and complete documentation for coding and abstracting of clinical data, capture of severity, acuity and risk of mortality, in addition to DRG assignment.

ADMINISTRATIVE SERVICES - Utilization Management

Physician shall:

1. Serves as an expert advisor to the hospital's UM Committee.

2. Conducts second-level medical necessity reviews for all patient cases that do not meet first-level screening criteria for an inpatient admission. All factors mandated by CMS must be considered during this review.

3. •Coordinates the process and documentation of proper Medicare Condition Code 44 use, when appropriate.

4. Assists with effective management of lengths of stay. Participates in review of long stay patients, in conjunction with the Care Management Leadership, Care Management Team

and other members of the multidisciplinary team to facilitate the use of the most appropriate level of care.

5. Investigates the most suitable post-short-term acute care setting options.

6. Educates treating physicians on rules, regulations and strong physician documentation practices. Provides education to physicians and other clinicians related to appropriate utilization, alternative levels of care, community resources, and end of life care.

7. Serves in a leadership role and as liaison with medical staff to address and resolve delays in care plans, avoidable days, complex discharge issues and other issues as appropriate.

8. Facilitates communication between managed care organizations and the hospital regarding benefit coverage issues, utilization review and quality assurance processes.

9. Serves as a mentor to new case management staff regarding PA role and effective work with physician staff.

10. Conducts verbal and written reviews and appeals of denials or downgraded coverage determination made by managed care organizations.
11. Manages governmental appeals process for inappropriate denials on behalf of the hospital, including representing the hospital during Administrative Law Judge hearings.

12. Identifies quality, safety, patient satisfaction and efficiency issues leading to suboptimal care. Takes appropriate action to resolve.

13. Remains up-to-date on ongoing regulatory guidance changes, managed care/hospital contract updates, and the latest evidence-based care guidelines and outcomes.

14. Supports the organization in quality improvement efforts requiring physician input and/or involvement.

15. Works with the EHR team to ensure the system appropriately supports the physician's ability to provide best practice medicine by creating logical processes and providing the necessary order sets and practice guidelines.

16. Tracks and analyzes ongoing payer trends across the facility.

17. Tracks, trends and analyzes types of cases/issues raised for PA review and escalation. Makes recommendation for improvement.

18. Support case managers' and social workers' problem-solving efforts by helping them interpret and analyze clinical information and determine the courses of action.

19. Be available to the Case Management Department staff for questions regarding active patient cases, either on-site or by telephone or pager.

20. At the request of the Case Management Department staff, may consult or mediate with members of the medical staff to resolve an issue that directly affects the quality of patient care; uses and promotes the use of evidence-based practice (EBP).

21. Provide support to the clinical denials and appeals management processes.

22. Advise on the care coordination of outlier and potential outlier cases.

23. As the physician advisor to Case Management Department, works as a partner in leadership with the Department's director and shares in the responsibility for Department outcomes.

24. Performs role consistent with the MQA Criteria process.

25. Works to achieve Hospital and Department-specific case management goals.

26. Reviews cases referred by case managers for medical necessity and appropriateness of the level of care making the final determination based on documentation by a physician in the medical record. Seeks clarification and the necessary additional physician documentation as needed.

27. Reviews questionable status cases to determine appropriate status categorization (e.g. inpatient or outpatient, Outpatient can be either "observation" or "outpatient in a bed").

28. Assists/supports the Case Management Department staff in interacting with members of the medical staff when a physician's participation would enhance this interaction.

29. Refers cases for next level review when consensus not achieved with the patient physician. Next level review includes any of the following: review by the Department Chair, or the peer review process.

30. Works concurrently with the case managers to avoid third party payer retrospective denials, interacting with payer reviewers and Physician Advisors as needed.

31. Performs focused chart reviews in cooperation with Case Management Department efforts to collect information to improve clinical, quality, and satisfaction outcomes; determines if professionally recognized standards of quality care are met.

32. Documents interventions and interactions with physicians which serve as a basis for referral tracking and outcomes.

33. Active participant on the Utilization/Case Management Committee; makes suggestions on ways to improve this case management process and program. Member of the medical staff s Utilization Committee.

34. Attends other meetings, seminars, and educational activities as directed by the CMO.

35. Manages and maintains positive working relationships with the Case Management Department, medical and clinical staffs.

36. Other duties as assigned by the CMO.

37. Participates in interdisciplinary rounds serving as a clinical resource and focusing the team on optimal quality care and cost outcomes.

38. Works with the Case Management Department staff (case managers and social workers) to improve their ability to manage cases effectively, by providing unbiased suggestions regarding specific cases and providing education on various aspects of the cases that they are following.

39. Develops education modules regarding common physician practices to assist the Case Management Department staff in determining the medical necessity of inpatient care as it refers to their specific case load.

PERFORMANCE STANDARDS FOR UTILIZATION MANAGEMENT

1. Decreases denials days due to medical necessities by ___%.
2. Decrease length of stay to an average of four (4) days or less.
3. Telemetry cases less than 20 per day on average

EXHIBIT B

PHYSICIAN INVOICE/TIME SHEET FORM

Colman Ryan, M.D. ("**Physician**"). The following services were provided by Physician during the month of _____ (date and year). *Use as many sheets as necessary.*

	Services Provided (please list specific activity performed)	**Date**	**Hours**
1.	Hospital Staff Education & Training		
	_____	_____	_____
	_____	_____	_____
2.	Clinical Supervision		
	_____	_____	_____
	_____	_____	_____
3.	Quality Improvement Activities (committees, case review, etc.)		
	_____	_____	_____
	_____	_____	_____
4.	Administration Activities		
	_____	_____	_____
	_____	_____	_____
5.	Community Education		
	_____	_____	_____
	_____	_____	_____
6.	Medical Management Activities		
	_____	_____	_____
	_____	_____	_____
7.	Compliance Activities		
	_____	_____	_____
	_____	_____	_____
8.	Other		
	_____	_____	_____
	_____	_____	_____

I certify to the best of my knowledge that the activities described above are directly related to the administrative services agreement that I have with the hospital and that I have not billed the Medicare program separately for any of the duties and responsibilities described above.

Physician Signature_____ Total Hours_____

Approved by:

Hospital Representative_____ Date_____

2G

CUSHMAN & WAKEFIELD

201 California Street, Suite 800 San Francisco, CA 94111
T 415.781.8100 F 415.956.2339 www.cushwake.com

Memo

To: Tina Ahn

From: Lexie Yacoel

Date: June 9th, 2016

Subject: Executed Lease for Seton Medical Hospital

Note/Comments
Please review the following lease documents at your convenience. Below is a summary of the lease:

Tenant
Dale Kocienski, M.D

Address
1800 Sullivan Avenue, Suite 605

Rentable Square Footage
815

Lease Start Date
July 1, 2016

Lease Expiration Date
June 30, 2019

Term
Three Years

Monthly Base Rate
Starting rent for first year: $2,078.25
Annual Increases to follow

OFFICE LEASE

SETON MEDICAL OFFICE BUILDING

(1800 Sullivan Avenue)

Seton Medical Center

(Landlord)

and

Dale Kocienski, M.D., an individual

(Tenant)

Suite 605

SETON MEDICAL OFFICE BUILDING LEASE

This Seton Medical Office Building Lease ("Lease") is dated as of May 27, 2016, by and between Seton Medical Center, a California nonprofit public benefit corporation ("Landlord") and Dale Kocienski, M.D., an individual ("Tenant").

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows.

ARTICLE 1

CERTAIN DEFINITIONS AND BUSINESS TERMS

"Additional Rent"	All rent described in this Lease other than Monthly Base Rent, including the rent described in Sections 4.4 and 4.6.
"Base Year"	2016
"Building"	The Seton Medical Office Building, located at 1800 Sullivan Avenue, Daly City, California containing approximately 52,537 rentable square feet, together with all parking facilities, walks, malls, and landscaped areas.
"Lease Commencement Date":	July 1, 2016
"Lease Expiration Date":	June 30, 2019
"Lease Term":	A period of three (3) years commencing on the Lease Commencement Date and ending on the Lease Expiration Date, unless the Lease Term is extended pursuant to Article 3.
"Monthly Base Rent":	Lease Year — Monthly Base Rent 7/1/16 – 6/30/17 — $2,078.25 7/1/17 – 6/30/18 — $2,140.60 7/1/18 – 6/30/19 — $2,204.81
"Automatic Extension"	Upon the Lease Expiration Date, if the Lease Term has not been extended by written agreement the Lease Term will automatically extend for one year at 103% of last Monthly Base Rent.
"Holdover Rent"	110% of last Monthly Base Rent; no longer than six (6) months.
"Late Charge"	5% of amount due if Monthly Base Rent is not received five (5) days after due date.
"Premises"	1800 Sullivan Avenue, Suite 605, Daly City, CA 94015, containing approximately 815 rentable square feet.
"Security Deposit":	$2,204.81

"Tenant's Share"	1.55% [CW: PLEASE CONFIRM THIS % IS CORRECT, OR ADJUST]

Address for Notices (Section 22.16):

To Tenant:	Dale Kocienski, M.D. 1800 Sullivan Avenue, Suite 605 Daly City, CA 94015
To Landlord:	Seton Medical Center 1900 Sullivan Avenue Daly City, CA 94015 *Attention: John Ferrelli, President and CEO*
	and
	Cushman & Wakefield Property Management Department 201 California Street, Suite 800 San Francisco, CA 94111 Fax: (415) 956-3381
	and
	Gary Torrell, Esq. Valensi Rose, PLC 1888 Century Park East, Suite 1100 Los Angeles, CA 90067 E-mail: gft@vrmlaw.com Phone: (310) 277-8011 Fax: (310) 277-1706

ARTICLE 2

PREMISES

2.1 The Building and Real Property. Upon and subject to the terms set forth in this Lease, Landlord hereby leases to Tenant and Tenant hereby hires from Landlord the Premises. For purposes of this Lease, "rentable square feet" and "usable square feet" shall be calculated pursuant to Standard Method of Measuring Floor Area in Office Buildings, ANSI Z65.1 - 1996 ("BOMA"); provided that for purposes of determining the Monthly Base Rent and the additional rent due under Article 4 of this Lease, the rentable square footage of the Premises shall be 116% of the useable square footage of the Premises, and in all other instances the rentable square footage of the Premises shall be calculated pursuant to BOMA. The Building, the land upon which the Building stands and the land and improvements surrounding the Building, including any parking structure, are herein sometimes collectively referred to as the "Real Property." Tenant is hereby granted the right to the non-exclusive use of the common corridors and hallways, stairwells, elevators, restrooms and other public or common areas; provided, however, that the manner in which the public and common areas are maintained and operated shall be at the sole discretion of Landlord and the use thereof shall be subject to such rules, regulations and restrictions as Landlord may make from time to time. Landlord may make alterations or additions to or to change the location of elements of the Real Property and the common areas thereof.

2.2 Verification of Rentable Area; Change to Monthly Base Rent Due to Size Discrepancy. The usable and rentable square footage of the Building and the Premises are subject to verification by Landlord's architect, in accordance with BOMA; however, the determination of Landlord's architect shall be conclusive and binding upon the parties. The initial Monthly Base Rent set forth in this Lease is based upon the size of the Premises. If at any time during the Lease Term either Landlord or Tenant determine (and can verify to the reasonable satisfaction of the other party), that the actual size of the Premises is larger or smaller than set forth

herein by a factor of at least ten percent (10%), then the Monthly Base Rent will be increased or decreased retroactive to the Lease Commencement Date to reflect such actual size of the Premises, multiplied by the price per square foot used to determine the initial Monthly Base Rent set forth herein.

2.3 Landlord's Work in the Premises. Except as set forth in this Lease, Landlord shall not provide or pay for any interior improvement work or services for the Premises, and Tenant accepts the Premises in its "as is" condition. Tenant also acknowledges that Landlord has made no representation or warranty regarding the condition of the Premises or the Building except as specifically set forth in this Lease.

ARTICLE 3

LEASE TERM

3.1 Initial Lease Term. The Lease Term shall commence on the Lease Commencement Date and end on the Lease Expiration Date, subject to a possible extension of the Lease Term as provided in Section 3.3, and/or the termination before the Lease Expiration Date as hereinafter provided.

3.2 Intentionally Omitted.

3.3 Automatic Extension. Upon the expiration of the Lease Term, the Lease Term shall automatically be extended for one (1) year at 103% of the Monthly Base Rent due just prior to the date of such automatic extension unless Landlord elects to terminate the Lease as of the last day of the Lease Term, which Landlord may do in its sole and absolute discretion, by providing Tenant with written notice thereof, not less than 120 days prior to expiration of the Lease Term. During the one (1) year period of this Automatic Extension, either party may terminate this Lease upon thirty (30) days' prior written notice to the other party, for any reason or for no reason.

3.4 Holdover Tenancy; Indemnification. If Tenant holds over after the end of one year automatic extension described in Section 3.3, with or without the express or implied consent of Landlord, then such tenancy shall be from month-to-month only and shall in not continue for a period greater than six (6) months beyond the end of the Lease Term. Any such holdover shall not constitute a renewal hereof or an extension for any further term, and in such case the Monthly Base Rent shall automatically increase to 110% of the Monthly Base Rent payable during the last month of the Lease Term, without any separate notice being sent to Tenant about such increase, and regardless of whether any future invoices sent to Tenant for Monthly Base Rent include or exclude the higher 110% Monthly Base Rent due hereunder. Except for the increases in Monthly Base Rent for the above, such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein. Nothing contained in this Section shall be construed as consent by Landlord to any holding over by Tenant, and Landlord may require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall indemnify and hold Landlord harmless from loss or liability resulting from such failure, including, any claims made by any succeeding tenant founded upon such failure to surrender.

Notwithstanding the foregoing, in the event the Lease Term is not timely extended in writing as a result of Landlord's failure to document such extension before the Lease Expiration Date or other acts within Landlord's reasonable control, then Landlord may elect not to charge 110% of the Monthly Base Rent during the holdover period and send written notice to Tenant within five (5) business days after the Lease Expiration Date confirming Landlord will charge only 103% of the Monthly Base Rent during the holdover period ending on the effective date of any written amendment extending the Lease Term, or termination of the Lease.

3.5 Intentionally Omitted. JF

3.6 Early Lease Termination Upon Permanent Disability, Retirement or ~~or~~ Death. If the Tenant is an individual or it is a medical corporation whose sole shareholder is a licensed individual, then Tenant shall have a one-time right and an option to terminate this Lease prior to the Lease Expiration Date (except as otherwise provided herein), in the event such individual permanently retires as described in Section 3.7, ~~ever~~ dies or becomes JF

permanently disabled during the Lease Term, after giving Landlord at least sixty (60) days' advance written notice of such early termination and, in the case of a permanent retirement or disability, after providing Landlord with reasonable proof of such permanent retirement or disability. In the event of the death of an individual Tenant or a physician who is the sole owner of a corporate Tenant, such Tenant's obligations under this Lease shall terminate upon reasonable proof of death being provided to Landlord. If Tenant is an association or a professional corporation consisting of two or more physicians, then the remaining members of the association or group and remaining shareholders of the medical corporation shall continue as the Tenant and to be responsible for the obligations under this Lease after the permanent disability, permanent retirement or death of an individual physician.

3.7 Landlord's Right to Cancel. If Tenant is an individual, Landlord shall have the right upon at least thirty (30) days' prior written notice to Tenant (or in the event of Tenant's death, such notice shall be given to Tenant's legal representative, successor, or assign) to cancel this Lease in the event of Tenant's death, permanent inability to practice his or her profession due to physical or mental infirmity, or permanent retirement from the full-time practice of his profession. If this Lease is terminated, Tenant (or in the event of Tenant's death, Tenant's legal representative, successor, or assign) shall perform all of his obligations under this Lease which arise or accrue prior to the effective date of termination.

ARTICLE 4

RENTAL AND OTHER PAYMENTS

4.1 Monthly Base Rent. Tenant agrees to pay to Seton Medical Center, c/o Cushman & Wakefield, Property Management Department, 1390 Timberlake Manor Parkway, Suite 230, Chesterfield, MO 63017, the Monthly Base Rent in advance on the first day of each calendar month, without demand or offset whatsoever, provided that if any rental payment date (including the Lease Commencement Date) falls on a day other than the first day of such month or if any rental payment is for a period which is shorter than one month, the rental for any partial month shall accrue on a daily basis for the period from the date such payment is due to the end of such calendar month or to the end of the Lease Term at a rate per day which is equal to 1/30 of the Monthly Base Rent. Monthly Base Rent shall be paid in the amounts set forth in Article 1 above for each Lease Year or such amounts as are calculated pursuant to Section 4.3 below, whichever is greater.

4.2 Late Charges. Tenant acknowledges that late payment of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which are extremely difficult to ascertain, including processing and accounting charges, and late charges which may be imposed upon Landlord by the terms of any mortgage or deed of trust covering the Premises. Accordingly, if any installment of rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after the due date, then Tenant shall pay to Landlord a late charge equal to five percent (5%) of such amount overdue plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder, by the end of the month in which the payment was due. Such late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. The late charge shall be deemed additional rent and the right to require it shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner. In addition to the five percent (5%) late charge described above, any rents or other amounts owing hereunder which are not paid within five (5) days after the date they are due shall thereafter bear interest until paid at a rate per annum equal to the lesser of ten percent (10%) per annum or the highest rate permitted by applicable law.

4.3 Annual Adjustments to Monthly Base Rent. Except as provided in Section 3.3 for an automatic one year extension of the Lease Term, the Monthly Base Rent during the initial Lease Term shall increase by three percent (3%) per year on each one year anniversary of the Lease Commencement Date.

4.4 Additional Rent.

4.4.1 Tenant's Share. As more fully set forth in this Section 4.4, in addition to the Monthly Base Rent, Tenant shall also pay to Landlord, its share ("Tenant's Share") of all annual Direct Expenses which are in excess of Direct Expenses for the Base Year.

4.4.2 Definitions: As used in this Section 4.4, the following terms have the meaning hereinafter set forth:

4.4.2.1 "Tenant's Share" of Direct Expenses for each Expense Year shall be as set forth in Article 1 of this Lease. In the event either the rentable square feet of the Premises and/or the total rentable square feet of the Building is changed, Tenant's Share shall be appropriately adjusted, and, as to the Expense Year in which such change occurs, Tenant's Share for such year shall be determined on the basis of the number of days during such Expense Year that each such Tenant's Share was in effect.

4.4.2.2 "Expense Year" shall mean each twelve (12) consecutive month period commencing January 1st of each year falling within the Lease Term, provided that Landlord, upon notice to Tenant, may change the Expense Year from time to time to any other twelve (12) consecutive month period, and, in the event of any such change, Tenant's Share of Direct Expenses shall be equitably adjusted for any Expense Year involved in any such change.

4.4.2.3 "Direct Expenses" shall mean "Operating Expenses" and "Tax Expenses."

4.4.2.4 "Operating Expenses" shall mean any and all costs and expenses paid or incurred by Landlord in connection with the ownership, operation, maintenance, management, replacement, restoration, and repair of the Building and Real Property. By way of illustration only, but not limitation, Operating Expenses shall include the following: (i) the cost of supplying all utilities, the cost of operating, maintaining, repairing, and managing the utility systems, mechanical and heating systems, ventilation and air conditioning systems, sanitary and storm drainage systems, and escalator and elevator systems, the cost of environmental surcharges imposed by any governmental entity, and the cost of supplies and equipment and maintenance and service contracts in connection therewith; provided that Tenant shall not be responsible for a portion of the cost of a particular utility if Tenant directly or indirectly pays for Tenant's use of such utility pursuant to the terms of Article 7 of this Lease; (ii) the cost of landscaping, all supplies, and re-lamping; (iii) the cost of parking area maintenance, including resurfacing, repainting, re-stripping, and cleaning; (iv) the cost of fire, extended coverage, boiler, sprinkler, public liability, property damage, workmen's compensation, loss of rent, earthquake, and other reasonable insurance, including such endorsements thereto as Landlord may desire, all in such amounts as Landlord may reasonably determine; (v) wages, salaries and other labor costs, including payroll and employment taxes, and employee medical, welfare, pension and other fringe benefits for all persons engaged in the operations of the Building; (vi) fees, charges and other costs, including management fees not to exceed 5% of rent collected, consulting fees, legal fees and accounting fees, of all independent contractors engaged by Landlord or reasonably incurred by Landlord in connection with the management, operation, maintenance and repair of the Building and Real Property, as well as, any and all trip or similar fees, linkage fees, and business fees; (vii) the cost of licenses, permits and inspections and the cost of contesting the validity or applicability of any government enactments which may affect Operating Expenses; (viii) the fair market rental value of the property manager's office in the Building; (ix) depreciation of the cost of acquiring or the rental expense of personal property used in the maintenance, operation and repair of the Building and Real Property; (x) subject to the last paragraph of this Section 4.4.2.4, the cost of any capital improvements, repairs and/or replacements made to the Building and/or the Real Property after the Lease Commencement Date in connection with the operation or maintenance of the Building and/or Real Property, or made to the Building and/or Real Property after the Lease Commencement Date that are required under any governmental law or regulation enacted on or after the Lease Commencement Date, such costs to be amortized over the useful life thereof and which shall be paid on a pro-rata monthly basis by Tenant during the Lease Term, together with interest charged to Landlord on the unamortized balance; and (xi) the cost of janitorial service, alarm and security service, window cleaning, trash removal, replacement of wall and floor coverings, ceiling tiles and fixtures in lobbies, corridors, restrooms and other common and public areas or facilities, maintenance and replacement of curbs, walkways, repair of roofs and reroofing. For purposes of computing Tenant's Share pursuant to this Article 4, Operating Expenses for the Building or Real Property that are not, in Landlord's sole discretion, allocable or chargeable solely to either the office or retail space of the Building shall be allocated between and

charged to the office and retail space of the Building on an equitable basis as determined by Landlord. For purposes of this Lease, Operating Expenses shall not include " Tax Expenses", interest expense, except as provided in clause (x) above, leasing commissions, depreciation on the improvements contained in the Building, except as provided in clause (ix) above, or the cost of capital expenditures not included in clause (x) above. The computation of Operating Expenses shall be made in accordance with generally accepted accounting principles. If during any Expense Year, the Building is on a monthly average less than ninety-five percent (95%) occupied, the Operating Expenses shall be increased to reflect the Operating Expenses of the Building as though it was on a monthly average ninety-five percent (95%) occupied and the additional rent shall be based upon the Operating Expenses so adjusted. Tenant shall only be responsible for the amortized amount of capital improvement falling within the Lease Term, plus the interest paid by Landlord in connection therewith, provided that the amount of such interest shall not exceed eight percent (8%) per year. For example, if the Lease Term is three (3) years and Landlord makes a capital improvement in the amount of $100,000 in order to comply with Newly Enacted Laws in the second Lease Year, and the useful life of such capital improvement is twenty (20) years, then Tenant would be liable for Tenant's Share in the amount of $5,000 (plus interest thereon as set forth above), in the second and third Lease Years. If the Operating Expenses for any Expense Year include a new Operating Expense which was not included in the Operating Expenses incurred by Landlord during the Base Year ("New Operating Expense"), then the Base Year Operating Expenses shall be adjusted to include the cost of the new Operating Expense that would have been incurred by Landlord had such New Operating Expense been incurred by Landlord during the Base Year, and Tenant shall only be liable for Tenant's Share of the increase, if any.

Operating Expenses shall not include: (i) capital expenditures (except as specifically enumerated above); (ii) costs of special services rendered to individual tenants (other than Tenant) for which a special charge is made; (iii) ground rent, and interest and principal payments on loans or indebtedness secured by the Building and/or the Real Property; (iv) costs of services or other benefits of a type which are not available to Tenant but which are available to other tenants or occupants, and costs for which Landlord is reimbursed by other tenants of the Building other than through payment by other tenants of increases in Operating Expenses and Tax Expenses; (v) leasing commissions, attorneys' fees and other expenses incurred in connection with leasing space in the Building or enforcing such leases; (vi) depreciation or amortization, other than as specifically enumerated above; (vii) costs incurred by Landlord to remove Hazardous Materials from the Building (other than to the extent such costs arise from actions in the nature of ordinary cleaning, repair and maintenance activities) and which were not brought to the Building by Tenant; and (viii) costs, fines or penalties incurred due to Landlord's violation of any Law.

Notwithstanding the foregoing, Tenant's Share of Operating Expenses shall not increase from year to year by more than four percent (4%) in excess of the Operating Expenses for the previous year, provided, however, except as otherwise noted below, there shall be no limitation or "cap" on the following Operating Expenses: (i) all utilities, (ii) all premiums for insurance coverage, including, without limitation, worker's compensation premiums, except Landlord shall not include in Operating Expenses any deductible payments Landlord must make under its policies for earthquake insurance, (iii) non-recurring maintenance and repairs, (iv) costs of complying with newly enacted laws, (vi) costs of licenses and permits, (vii) Tax Expenses, and (viii) increases in any other Operating Expenses where such increases are outside the control of Landlord. As to subcategory (iii) referenced in this paragraph, each individual non-recurring maintenance and repair expense costing $25,000 or less will be charged to Tenant in the year such expense was incurred; each such expense costing more than $25,000 but less than $50,000 will be amortized and charged to Tenant over a period of years, based upon a depreciation/amortization schedule reasonably determined by Landlord; and each such expense costing more than $50,000 will be treated as a capital expense to be absorbed solely by Landlord, and will not be charged to Tenant.

4.4.2.5 "Tax Expenses" shall include, but not be limited to, any and all present and future general real property, personal property and improvement taxes, any form of assessment, bonded indebtedness, reassessment, license fee, license tax, business license tax, commercial rental tax, in lieu tax, levy, charge, penalty or similar imposition, whatsoever or at all imposed by any authority having the direct power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, drainage or other improvement or special assessment district thereof, or any agency or public body, as against any legal or equitable interest of Landlord in the Real Property, which are paid or incurred by Landlord, and which shall include, but not be limited to, the following:

(i) Any tax on Landlord's rent, right to rent or other income from the Real Property or as against Landlord's business of leasing any of the Real Property, but specifically excluding Landlord's federal or state income, franchise, inheritance or estate taxes;

(ii) Any assessment, tax, fee, levy or charge in addition to, or in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of real property tax, it being acknowledged by Tenant and Landlord that Proposition 13 was adopted by the voters of the State of California in the June 1978 election and that assessments, taxes, fees, levies and charges may be imposed by governmental agencies for such services as fire protection, street, sidewalk and road maintenance, refuse removal and for other governmental services formerly provided without charge to property owners or occupants. It is the intention of Tenant and Landlord that all such new and increased assessments, taxes, fees, levies, and charges and all similar assessments, taxes, fees, levies and charges be included within the definition of real property taxes for the purposes of this Lease, including any increase in real property taxes which are assessed due to the sale and/or the leasing of the Real Property and/or the Building or any portion thereof or any interest therein and/or the sale or transfer of any interest in the Landlord;

(iii) Any assessment, tax, fee, levy, or charge allocable to or measured by the area of the Premises or the rent payable hereunder, including, without limitation, any gross income tax with respect to the receipt of such rent, or upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or any portion thereof; and

(iv) Any assessment, tax, fee, levy or charge, upon this transaction or any document to which Tenant is a party, creating or transferring an interest or an estate in the Premises.

With respect to any assessment that may be levied against or upon the Real Property and that under the laws then in force may be evidenced by improvement or other bonds, or may be paid in annual installments, there shall be included within the definition of real property taxes with respect to any tax fiscal year only the amount currently payable on such bonds, including interest, for such tax fiscal year, or the current annual installment for such tax fiscal year.

4.4.3 Calculation of Excess. If, for any Expense Year ending or commencing within the Lease Term, Tenant's Share of Direct Expenses for such Expense Year exceeds Tenant's Share of any payments made by Tenant during such Expense Year pursuant to the Estimate Statement, then Tenant shall pay to Landlord, in the manner as set forth in Section 4.4.4, below, and as additional rent, an amount equal to such excess (the "Excess"). If the Lease Term falls partially within an Expense Year, the Excess calculated for such partial year shall be equitably prorated based upon a 360 day year.

4.4.4 Statement of Actual Direct Expenses. Landlord shall endeavor to give to Tenant on or before the first day of March following the end of each Expense Year, a statement (the "Statement") which shall state the Direct Expenses incurred or accrued for such preceding Expense Year, and which shall indicate the amount, if any, of any Excess. Upon receipt of the Statement for each Expense Year ending during the Lease Term, if an Excess is present, Tenant shall pay, with its next installment of Monthly Base Rent due, the full amount of the Excess for such Expense Year, less the amounts, if any, paid during such Expense Year as Estimated Excess. The failure of Landlord to timely furnish the Statement for any Expense Year shall not prejudice Landlord from enforcing its rights under this Article 4.

Even though the Lease Term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's Share of the Direct Expenses for the Expense Year in which this Lease terminates, if an Excess is present, Tenant shall immediately pay to Landlord an amount as calculated pursuant to the provisions of Section 4.4.2 above, and, conversely, if an overpayment is present, an amount as calculated pursuant to the provisions of Section 4.4.2, above, shall be immediately rebated by Landlord to Tenant, less any amounts otherwise owing from Tenant to Landlord. The provisions of this paragraph shall survive the expiration or earlier termination of the Lease Term.

4.4.5 Statement of Estimated Direct Expenses. In addition, Landlord shall endeavor to give Tenant a yearly expense estimate statement ("Estimate Statement") which shall set forth Landlord's reasonable

estimate (the "Estimate") of what the total amount of Direct Expenses for the then current Expense Year shall be and the estimated excess (the "Estimated Excess") as calculated by Landlord based upon Tenant's Share of Direct Expenses. The failure of Landlord to timely furnish the Estimate Statement for any Expense Year shall not preclude Landlord from enforcing its rights to collect any Excess under this Article 4. If pursuant to the Estimate Statement an Estimated Excess is calculated for the then current Expense Year, Tenant shall pay, with its next installment of Monthly Base Rent due, a fraction of the Estimated Excess for the then Expense Year, which fraction shall have as its numerator the number of months which have elapsed in such current Expense Year to the month of such payment, both months inclusive, and which fraction shall have 12 as its denominator. Until a new Estimate Statement is furnished, Tenant shall pay monthly, with the Monthly Base Rent installments, an amount equal to one-twelfth (1/12) of the total Estimated Excess.

4.5 Taxes and Other Charges for Which Tenant is Directly Responsible. Tenant shall reimburse Landlord upon demand for all taxes required to be paid by Landlord (excluding state, local and federal personal or corporate income taxes measured by the net income of Landlord from all sources and estate and inheritance taxes), when:

(a) Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises or elsewhere; and

(b) If any of Tenant's personal property shall be assessed with Landlord's real property, Tenant shall pay to Landlord the taxes attributable to Tenant within ten (10) days after receipt of a written statement setting forth the taxes applicable to Tenant's property.

If it shall not be lawful for Tenant to reimburse Landlord for the items specified in this Section 4.4, then Landlord may increase the Monthly Base Rent to net Landlord the same rent after imposition of any such tax upon Landlord as would have been payable to Landlord if such tax had not been imposed.

4.6 Other Additional Rent. Any service provided by Landlord to Tenant with Tenant's written approval for such service that is not a standard operating expense will be charged to Tenant as additional rent and paid by Tenant on a monthly basis along with the Monthly Base Rent. An example of such an expense is bio medical waste removal commonly known as "redbag" or "sharps" removal services.

4.7 Dispute. In the event of any dispute as to additional rental due under this Article 4, Tenant may, after reasonable notice and at reasonable times, to inspect Landlord's records at Landlord's office. If after such inspection, Tenant still disputes such additional rental, a certification as to the proper amount shall be made, at Tenant's expense, by Landlord's independent certified public accountant, which certification shall be final and conclusive.

ARTICLE 5

SECURITY DEPOSIT

Upon the earlier of Tenant's execution of this Lease or the Lease Commencement Date, Tenant shall deposit with Landlord a Security Deposit in the amount set forth in Article 1 of this Lease. If Tenant defaults with respect to any provisions of this Lease, Landlord may (but shall not be required to) use, apply or retain any or all of the Security Deposit and apply it toward the default, or to pay any amount that Landlord may spend by reason of Tenant's default, or to compensate Landlord for any other loss that Landlord may suffer by reason of Tenant's default. If the Security Deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount, and Tenant's failure to do so shall be a default under this Lease. If Tenant shall fully and faithfully perform every provision of this Lease, the Security Deposit, or any balance thereof, shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within sixty (60) days following the expiration of the Lease Term. Tenant waives the provisions of Section 1950.7 of the California Civil Code.

ARTICLE 6

USE

6.1 Tenant covenants that Tenant shall use the Premises solely for medical office purposes and in compliance with the Rules and Regulations set forth in Exhibit B, attached hereto, and shall not use nor permit the Premises to be used for any other purpose without the prior written consent of Landlord, or in violation of the laws of the United States of America, the State of California, or the ordinances, regulations or requirements of the local municipal or county governing body or other lawful authorities having jurisdiction over the Building. Tenant acknowledges that Tenant has received copies of, read and understands all of the provisions of the Rules and Regulations.

6.2 Intentionally Omitted.

6.3 Additionally, the Premises shall not be used for clinical laboratory tests (except for routine tests performed by a physician who is not a pathologist in his or her own office); any invasive or noninvasive imaging or x-ray procedures (except for routine procedures by a physician in his or her own office for his or her own patients, i.e., not referred to such physician solely for an imaging procedure); C.T. Scan, NMR (MRI), and similar imaging procedures; physical therapy; or outpatient surgery (except for simple procedures typically performed in a medical office not equipped or held out as being a surgicenter, and performed for the physician's own patients in his or her own office in connection with the physician's medical specialty).

6.4 If Tenant is a general partnership, then the general partners of Tenant, or if Tenant is a corporation, then the shareholders of Tenant, or if Tenant is an unincorporated association or a medical association, then the members of Tenant, or if Tenant is one or more individuals, then such individuals constituting Tenant, shall be comprised solely of practitioners of the healing arts who are members in good standing of the medical, dental and allied health staffs of Seton Medical Center (the "Qualified Occupants"). Tenant shall also be responsible, at its sole cost to obtain all operating permits, licenses and governmental approvals necessary for the operation of Tenant's Use and to determine that the Premises and Building are suitable for Tenant's Use (including, without limitation, zoning and capacity of the Building's systems); and neither Landlord nor its agents has made any representations or warranties as to the suitability of the Premises or the Building for Tenant's Use or that Tenant's Use is permitted under current zoning or other applicable laws. Tenant acknowledges that the Building currently contains or may in the future contain tenants who conduct medical and other related uses in their respective premises and Tenant accepts all conditions associated with such uses.

6.5 Except as permitted under Section 6.3 above, Tenant specifically agrees not to engage in or permit the Premises to be used for the practice of radiology or pathology, or to maintain any x-ray, or other electrical or electromagnetic medical equipment, machines or devices, radiation therapy, nuclear medicine, diagnostic ultrasound, clinical laboratory, pathology laboratory (except for tests performed by a physician who is not a pathologist in his or her own office), or physical therapy office or practice in the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Tenant also agrees not to dispense drugs, eyeglasses, surgical devices or medicine except to Tenant's own patients as an incidental part of, and in the ordinary course of business of, Tenant's practice. Tenant shall not allow any patient to reside in or remain in the Premises on an overnight or in-patient basis. Tenant shall not use any apparatus, machinery or device in or about the Premises which would make any noise or set up any vibration outside of the Premises. Tenant shall not connect with electric wires, water or air pipes any apparatus, machinery or device not shown on suite improvement plans without the prior written consent of Landlord. All walls, ceilings, floors and doors of any rooms used for examination, diagnosis, testing or therapy shall be properly shielded and shall comply with all applicable rules, regulations, ordinances and other requirements .

6.6 Tenant agrees to conduct the practice of Tenant's profession in the Premises in compliance with the Code of Ethics of Tenant's professional association. It shall constitute an incurable default under this Lease (an "Ethical or Criminal Violation") if Tenant or any Qualified Occupant pleads guilty to or there is a final judicial determination that Tenant or any Qualified Occupant committed a crime, or if Tenant or any Qualified Occupant pleads guilty to or there is a final determination that Tenant or any Qualified Occupant committed a violation of the Code of Ethics of Tenant's professional association, and Landlord shall have no obligation to inquire into any facts related thereto.

ARTICLE 7

SERVICES AND UTILITIES

7.1 Landlord's Obligations. Landlord shall furnish to the Premises during reasonable hours of generally recognized business days (Monday through Friday – 8:00 a.m. to 6:00 p.m. and Saturdays – 8:00 a.m. to - 2:00 p.m.), which may be changed from time to time by Landlord, heating, air conditioning and ventilation required in Landlord's judgment for the comfortable use and occupation of the Premises, elevator and janitorial service, and water for lavatory and drinking purposes. Landlord shall also maintain and keep lighted the common stairs, common entries and restrooms in the common areas of the Building. Landlord's operation and delivery of services to the Building and the Premises shall be in a manner consistent with other comparable office buildings located in the County of San Mateo, California. Landlord shall, at its sole cost and expense, arrange for, and pay for, all basic janitorial services for the Premises as described in Exhibit D attached hereto and, the hooking up of electrical and gas utilities to the Premises, if separately metered and to pay for all electrical and gas utilities not directly metered to Tenant on the Premises. Any utilities used after the specified recognized business hours shall be billed as additional rent at a rate of $35.00 per hour in the first year of the Lease Term and adjust annually based upon Landlord's reasonable estimate of the annual cost thereafter. Any special janitorial services shall be coordinated by Landlord and billed to Tenant as additional rent at the cost billed by the provider plus an administrative fee of 15%.

7.2 Interruption of Services and Utilities. Landlord shall not be liable for, and Tenant shall not be entitled to any reduction of the Monthly Base Rent or any additional rent by reason of, Landlord's failure to furnish any of the services or utilities described in Section 7.1, when such failure is caused by acts of God, accident, breakage, repairs, strikes, lockouts or other labor disturbances or disputes, unavailability of materials or labor, or by any other cause beyond the control of Landlord, or by rationing or restrictions on the use of said services and utilities due to energy shortages, or the making of repairs, alterations or improvements to the Premises or Building, or by any other causes. Landlord shall not be liable for a loss of, or injury to, property, or for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, related to a failure to furnish any of the foregoing services or utilities. Landlord shall be entitled to cooperate voluntarily in a reasonable manner with the efforts of national, state or local governmental bodies or of suppliers of utilities in reducing energy or other resources consumption, and Tenant shall not be relieved of its obligation to pay the Monthly Base Rent or any additional rent by reason thereof. Landlord shall also have the exclusive right, but not the obligation, to provide any additional services which may be required by Tenant, including, without limitation, lock smith services, lamp replacement, additional janitorial service, additional repairs and maintenance, provided that Tenant shall pay to Landlord as additional rent upon billing, the sum of all costs to Landlord of such additional services plus a fifteen percent (15%) administration fee.

7.3 Tenant's Use of Utilities and Services. Tenant shall not, without Landlord's prior written consent, use heat generating machines or other than normal fractional horsepower office machines, or equipment or lighting other than building standard lights in the Premises which may affect the temperature otherwise maintained by the air conditioning system or increase the water normally furnished for the Premises. If such consent is given, Landlord shall have the right to install supplementary air conditioning units or other facilities in the Premises including supplementary or additional metering devices and Tenant shall pay Landlord the cost thereof, including the cost of installation, operation and maintenance, increased wear and tear on existing equipment and other similar charges, upon billing by Landlord. If Tenant uses water, electricity, heat or air conditioning in excess of normal office use, Landlord may install devices to separately meter any increased use and in such event Tenant shall pay the increased cost directly to Landlord, on demand, including the cost of such additional metering devices. Tenant shall not, without Landlord's prior written consent, install additional lighting or equipment requiring electric current to be supplied to the Premises in excess of the aggregate at any time of three (3) watts per square foot of rentable square

feet of the Premises. If such consent is given, Tenant shall pay to Landlord, upon billing, the cost of such excess consumption. If Tenant desires to use heat, ventilation or air conditioning during hours other than those for which Landlord is obligated to supply such utilities pursuant to the terms of Section 7.1 of this Lease, Tenant shall give Landlord prior notice, as Landlord shall from time to time establish as appropriate, of Tenant's desired use and Landlord shall supply such utilities to Tenant at such hourly cost to Tenant as Landlord shall from time to time establish. Amounts payable by Tenant to Landlord for such use of additional utilities shall be deemed additional rent hereunder.

ARTICLE 8

INDEMNITY AND INSURANCE

8.1 Indemnification and Waiver. Landlord shall not be liable for and Tenant hereby waives all claims against Landlord for damage to any property or injury, illness or death of any person in, upon, or about the Premises and/or the Real Property arising at any time, other than damages proximately caused by the gross negligence or willful misconduct of Landlord or its agents and employees. Tenant shall indemnify, defend, and protect Landlord, and hold Landlord harmless from any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) incurred in connection with the Premises, including, without limitation, the following: (i) any default by Tenant in the observance or performance of any of the terms, covenants or conditions of this Lease on Tenant's part to be observed or performed; (ii) the use or occupancy of the Premises by Tenant or any person claiming by, through or under Tenant; (iii) the condition of the Premises or any occurrence or happening on the Premises from any cause whatsoever; or (iv) any acts, omissions or negligence of Tenant or any person claiming by, through or under Tenant, or of the contractors, agents, servants, employees, visitors or licensees of Tenant or any such person, in, on or about the Premises or the Real Property, either prior to, during, or after the expiration of the Lease Term, including, without limitation, any acts, omissions or negligence in the making or performance of any alterations. Tenant further agrees to indemnify and save harmless Landlord, Landlord's agents, and the lessor or lessors under all ground or underlying leases, from and against any and all loss, cost, liability, damage and expense including, without limitation, reasonable attorneys' fees, incurred in connection with or arising from any claims by any persons by reason of injury to persons or damage to property occasioned by any use, occupancy, condition, occurrence, happening, act, omission or negligence referred to in the preceding sentence. The provisions of this Section 8.1 shall survive the expiration or sooner termination of this Lease with respect to any claims or liability the basis for which arose prior to such expiration or termination.

8.2 Fire and Casualty Insurance. Landlord shall maintain during the Lease Term a policy or policies of insurance insuring the Building against loss or damage due to fire and other casualties covered within the classification of fire and extended coverage, vandalism coverage and malicious mischief, sprinkler leakage, water damage and, at Landlord's option, special extended coverage on the Building. Such coverage in such amounts as Landlord may from time to time determine may include, at the option of Landlord, the risks of flood damage and additional hazards, a rental loss endorsement and one or more loss payee endorsements in favor of the holders of any mortgages or deeds of trust encumbering the interest of Landlord in the Real Property or the ground or underlying lessors of the Real Property. Tenant shall neither use the Premises nor permit the Premises to be used or acts to be done therein which will (i) increase the premium of any insurance described in this Section 8.2; (ii) cause a cancellation of or be in conflict with any such insurance policies; (iii) result in a refusal by insurance companies of good standing to insure the Building or the Real Property in amounts reasonably satisfactory to Landlord; or (iv) subject Landlord to any liability or responsibility for injury to any person or property by reason of any operation being conducted in the Premises. Tenant shall, at Tenant's expense, comply as to the Premises with all insurance company requirements pertaining to the use of the Premises. If Tenant's conduct or use of the Premises causes any increase in the Landlord's premium for such insurance policies, and such conduct is otherwise permitted by Landlord, then Tenant shall reimburse Landlord for any such increase. Tenant, at Tenant's expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body.

8.3 Tenant Insurance. Tenant shall obtain and maintain throughout the Lease Term at its own cost, a policy or policies of standard fire, extended coverage and special extended coverage insurance ("All Risks"), including a vandalism and malicious mischief endorsement, sprinkler leakage coverage and earthquake sprinkler leakage in an amount equal to the full replacement value new without deduction for depreciation of all fixtures,

furniture and leasehold improvements installed by or at the expense of Tenant and all alterations and additions thereto, and replacement cost insurance on all plate or tempered glass in or enclosing the Premises.

8.4 Public Liability Insurance. Tenant shall obtain and maintain throughout the Lease Term, at its own cost, comprehensive general liability insurance, including public liability and property damage insurance in the amount of One Million Dollars ($1,000,000) per person or occurrence and Three Million Dollars ($3,000,000) in the aggregate for personal injuries or deaths of persons occurring in or about the Premises including a Broad Form Comprehensive General Liability endorsement covering the insuring provisions of this Lease and the performance of Tenant of the indemnity agreements set forth in Section 8.1.

8.5 Additional Insurance Obligations. Tenant shall carry and maintain during the entire Lease Term, at Tenant's sole cost, such other reasonable types of insurance coverage and in such reasonable amounts covering the Premises and Tenant's operations therein, as may be reasonably requested by Landlord.

8.6 Form of Policies. The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Such insurance shall: (i) name Landlord, and any other party which it so specifies, as a named insured; (ii) specifically cover the liability assumed by Tenant under this Lease, including, but not limited to, Tenant's obligations under Section 8.1; (iii) be issued by an insurance company having a rating of not less than A-VII in Best's Insurance Guide or which is otherwise acceptable to Landlord and licensed to do business in the State of California; (iv) be primary insurance as to all claims thereunder and that any insurance carried by Landlord is excess and non-contributing with any insurance requirement of Tenant; (v) provide that said insurance shall not be cancelled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord and any mortgagee of Landlord's; and (vi) contain a cross liability endorsement or severability of interest clause acceptable to Landlord. Tenant shall deliver said policy or policies certificates thereof to Landlord on or before the Lease Commencement Date and at least thirty (30) days before the expiration dates thereof. In the event Tenant shall fail to procure such insurance, or to deliver such policies or certificate, Landlord may, at its option, procure such policies for the account of Tenant, and the cost thereof shall be paid to Landlord as additional rent within five (5) days after delivery to Tenant of bills therefor.

8.7 Subrogation. Landlord and Tenant agree to have their respective insurance companies issuing property damage insurance waive any rights of subrogation that such companies may have against Landlord or Tenant, as the case may be, so long as the insurance carried by Landlord and Tenant, respectively, is not invalidated thereby. As long as such waivers of subrogation are contained in their respective insurance policies, Landlord and Tenant hereby waive any right that either may have against the other on account of any loss or damage to their respective property to the extent such loss or damage is insurable under policies of insurance for fire and all risk coverage, theft, public liability, worker's compensation or other similar insurance.

ARTICLE 9

TENANT IMPROVEMENTS/ALTERATIONS

9.1 Improvements/Alterations. Tenant acknowledges that (i) Landlord shall not be obligated to make any improvements, alterations, additions or changes to the Premises, before or after the Lease Commencement Date; and (ii) Tenant accepts the Premises "as is", based on Tenant's prior use and possession thereof. Notwithstanding the foregoing, Landlord agrees that Tenant may, at its own cost and expense and after giving Landlord at least thirty (30) days' prior notice in writing of its intention to do so, and before such time as Tenant has obtained engineering specifications, from time to time during the Lease Term, make such improvements, alterations, additions, and changes in and to the interior of the Premises (except those of a structural nature) as Tenant may find necessary or convenient for its purposes, provided that the value of the Premises is not thereby diminished, but Tenant shall not make any improvements, alterations, additions or changes to the Premises without first procuring the prior written consent of Landlord. Notwithstanding the foregoing, Tenant may make cosmetic alterations to the Premises using Building standard materials at its sole cost and expense upon prior written notice to Landlord (but without Landlord's consent, up to an aggregate cost of $10,000 per year. If Tenant's actions are otherwise in compliance with this Article 9, all improvements, fixtures and/or equipment which Tenant may install or place in or about the Premises, and all improvements, alterations, repairs or changes to the Premises, and all signs installed in, on or about the Premises, from time to time, shall be at the sole cost of Tenant and shall be and become the property of

Landlord, except that Landlord may, by written notice to Tenant given at least thirty (30) days prior to the end of the Lease Term, require Tenant at Tenant's expense to remove all partitions, counters, railings and the like installed by Tenant, and to repair any damage to the Premises caused by such removal. Landlord shall be without any obligation in connection therewith. Tenant hereby indemnifies and holds Landlord harmless from any liability, cost, obligation, expense or claim of lien in any manner relating to the installation, placement, removal or financing of any such improvements, alterations, repairs, changes, improvements, fixtures and/or equipment in, on or about the Premises.

Tenant shall not permit any lien or encumbrance of any kind to be attached to or be placed upon the Real Property, the Building or the Premises, and any and all liens and encumbrances created by Tenant shall attach to Tenant's interest only. Landlord shall have the right at all times to post and keep posted on the Premises any notice which it deems necessary for protection from such liens. Tenant covenants and agrees not to suffer or permit any lien of mechanics or material men or others to be placed against the Real Property, the Building or the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises, and, in case of any such lien attaching or notice of any lien, Tenant covenants and agrees to send prompt notice to Landlord of any such lien and cause such lien to be immediately released and removed of record. If such lien is not released and removed on or before the date occurring five (5) days after notice of such lien is delivered by Landlord to Tenant, Landlord, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by Landlord in connection with such lien shall be deemed additional rent due under this Lease and shall immediately be due and payable.

9.2 Manner of Construction. Landlord may impose, as a condition of its consent to all improvements, alterations, repairs or changes of the Premises on or about the Premises, such requirements as Landlord in its sole discretion may deem desirable, including, but not limited to, the requirement that Tenant utilize only contractors, materials, mechanics and material men approved by Landlord. Tenant shall construct such improvements, alterations or repairs in conformance with all applicable rules and regulations of any federal, state, county or municipal code or ordinance and pursuant to a valid building permit, issued by the City of Daly City. A contractor of Landlord's selection shall perform all mechanical, electrical, plumbing, air conditioning, permanent partition and ceiling tile work, and such work shall be performed at Tenant's cost. If Tenant orders any construction, alteration, decorating or repair work directly from Landlord, or from the contractor selected by Landlord, the charges for such work shall be deemed additional rent under this Lease, payable upon billing therefor, either periodically during construction or upon the substantial completion of such work, at Landlord's option. All work with respect to any alterations, additions or changes must be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period of work. Upon completion of any improvements, alterations, additions or changes, Tenant shall cause a Notice of Completion to be recorded in the office of the Recorder of the County of San Mateo in accordance with Section 3093 of the Civil Code of the State of California or any successor statute, and Tenant shall deliver to the Building management office a copy of the "as built" drawings of the improvements. Any such alterations, additions or changes shall be performed and done strictly in accordance with the laws and ordinances relating thereto. In performing the work of any such improvements, alterations, additions or changes, Tenant shall have the work performed in such manner as not to obstruct the access to the Building or common areas to any other tenant of the Building, and to not unreasonably interfere with the normal business operations of other tenants in the Building.

9.3 Construction Insurance. If Tenant shall make any permitted improvements, alterations, additions or changes to the Premises, in compliance with the terms and provisions of this Article 9, Tenant shall carry "Builder's All Risk" insurance in an appropriate amount covering the construction of such work, and such other insurance as Landlord may require, it being understood and agreed that all of such improvements, alterations, additions or changes shall be insured by Tenant pursuant to Section 8.3 of this Lease immediately upon completion thereof. In addition, Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount to ensure the lien-free completion of such work.

ARTICLE 10

SIGNS

10.1 No sign, placard, picture, advertisement, handmade sign, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the outside or inside of the Building without the prior written consent of Landlord. Landlord shall have the right to remove any sign, placard, picture, advertisement, name or notice not consented to by Landlord without notice to and at the sole expense of Tenant. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the sole expense of Tenant by a person approved by Landlord.

ARTICLE 11

ASSIGNMENT AND SUBLETTING

11.1 Restrictions. Tenant shall not transfer, assign, sublet, mortgage or otherwise hypothecate this Lease, or Tenant's interest in and to the Premises, nor enter into any license or concession agreements with respect thereto, (hereinafter collectively referred to as a "Transfer") without first procuring the written consent of Landlord, which consent shall not unreasonably withheld, delayed or conditioned by Landlord. Any such attempted Transfer without Landlord's prior written consent shall be void and of no force or effect and shall not confer any interest or estate in the purported transferee, (the "Transferee") and shall at Landlord's option constitute an incurable default under this Lease.

The parties hereby agree that it shall be reasonable under this Lease and under any applicable law for Landlord to withhold, delay or condition consent to any proposed Transfer where one or more of the following applies (without limitation as to other reasonable grounds Landlord may have to withhold, delay or condition its consent): (i) the Transferee is of a character or reputation or engaged in a business which is not consistent with the quality of the Building, or would be a significantly less prestigious occupant of the Building than Tenant; (ii) the Transferee intends to use the Premises for purposes which are not permitted under this Lease; (iii) the Transfer will result in more than a reasonable and safe number of occupants per floor within the Premises, or will result in insufficient parking for the Building; (iv) the Transferee is either a government (or agency or instrumentality thereof) or is already an occupant of the Building; (v) the Transfer will involve any transaction other than an assignment of the Lease for the entire Premises and the remaining Term, or a sublease of all or a portion of the Premises for a term of at least one year, or such lesser time as may remain in the Term; (vi) the proposed Transferee is not solvent or does not have unencumbered assets having a value at least equal to twice the anticipated amount of monetary obligations to be assumed in connection with or under the proposed Transfer; (vii) Tenant has committed a Default under this Lease which is not cured at the time Tenant requests consent to the proposed Transfer; (viii) the proposed Transfer would cause Landlord to be in violation of any other leases or agreements to which Landlord is a party, or would give any occupant of the Building a right to cancel its Lease; or (ix) the Transferee or any of its affiliates are direct or indirect competitors of Landlord or the Verity Health System of California, Inc. or any of its affiliates.

11.2 Procedure for Transfer. Should Tenant desire to make a Transfer, Tenant shall give written notice of its intention to do so ("Transfer Notice") to Landlord at least seventy five (75) days prior to the effective date of any such proposed Transfer, specifying in the Transfer Notice whether Tenant proposes to assign or sublet, or enter into license or concession agreements, and the proposed date thereof, and specifically identifying the proposed Transferee. Such Transfer Notice shall be accompanied, in the case of a subletting, license or concession agreement, by a copy of the proposed sublease, license or concession agreement, or if same is not available, a letter of commitment or a letter of intent, and any other documents or financial information Landlord may require in order to determine the suitability of the Transferee based upon the criteria set forth in Section 11.1 above. Landlord shall, within sixty (60) days after its receipt of such Transfer Notice and the other documents required to be furnished to Landlord or requested by Landlord , by mailing written notice to Tenant of its intention to (i) withhold consent to the Transfer, or (ii) consent to such Transfer upon conditions reasonably imposed by Landlord; or (iii) elect to terminate this Lease.

Landlord shall have the option, by giving written notice to Tenant within thirty (30) days after receipt of any Transfer Notice to recapture the portion of the Premises that is subject to the Transfer. Such recapture notice shall cancel and terminate this Lease with respect to the portion of the Premises that is subject to the Transfer as of the effective date of the proposed Transfer until the last day of the term of the Transfer as set forth in the Transfer Notice. In the event of a recapture by Landlord, if this Lease shall be canceled with respect to less than the

entire Premises, the rent reserved herein shall be prorated on the basis of the number of rentable square feet retained by Tenant in proportion to the number of rentable square feet contained in the Premises, and this Lease as so amended shall continue thereafter in full force and effect, and upon request of either party, the parties shall execute written confirmation of the same.

11.3 Effect of a Transfer. A condition to any transfer is the Transferee must agree to comply with and be bound by all of the terms, covenants, conditions, of this; and Tenant shall deliver to Landlord promptly after execution an executed copy of each such Transfer document and an agreement of compliance by each such Transferee. No Transfer of this Lease or agreement entered into with respect thereto, with or without Landlord's consent, shall relieve Tenant or any guarantor of the Lease from liability under this Lease or a guaranty of this Lease.

11.4 Transfer Rent Adjustment. If Landlord consents to a Transfer of all or any portion of the Premises (the "Transfer Space"), then the Tenant shall pay Landlord monthly, as additional rent, at the same time as the Monthly Base Rent required hereunder, fifty percent (50%) of the "Profit" payable by the Transferee pursuant to the terms reserved in the assignment or sublease. For purposes of this Section 11.4, "Profit" shall mean the difference between (i) all rent and other amounts payable by the Transferee to Tenant under the assignment or sublease, less the reasonable amount of Tenant's Subleasing Costs, as hereafter defined, and (ii) the Monthly Base Rent and additional rent or pro rata portion of the Monthly Base Rent and additional rent, for the Transfer Space payable to Landlord in this Lease. Tenant's Subleasing Costs shall mean only that portion of Tenant's actual expenditures which are reasonable and customary in the subleasing market in which the Building is located (i) to rehabilitate or improve the Transfer Space for Transferee and (ii) for brokerage fees. For purposes of calculating the Profit on a monthly basis, Tenant's Subleasing Costs shall be deemed to be expended by Tenant in equal monthly amounts over the entire term of the sublease or assignment.

In addition to the foregoing, in the event Tenant shall make a permitted Transfer hereunder, fifty percent (50%) of the dollar amount of the funds or property, other than Monthly Base Rent and additional rent due from Transferee to Tenant as consideration for the Transfer (the "Transfer Consideration"), shall be deemed additional rent owed to Landlord by Tenant under this Lease. Transfer Consideration shall include, but not to be limited to key money, bonus money payment on account of the leasehold interest being acquired by Transferee, payment in excess of fair market value for services rendered by Transferee to Tenant, assets, fixtures, inventory, accounts, goodwill, equipment, furniture, general intangibles, capital stock or equity ownership.

11.5 Reimbursement of Landlord's Fees and Costs. In addition to the amounts due to Landlord under Section 11.4 above, and regardless of whether Landlord consents to or rejects the proposed Transfer, Tenant shall reimburse Landlord for all reasonable costs and expenses (including attorneys' fees and costs) Landlord incurs to analyze whether to consent to the Transfer, review and analyze all documents required and provided, determine all amounts due to Landlord under Section 11.4 and document the Transfer and Landlord's consent thereto.

11.6 Required Documents. Each permitted Transfer shall be evidenced by a written instrument in form satisfactory to Landlord, executed by Tenant and the Transferee, under which the Transferee shall agree in writing for the benefit of Landlord to assume, to perform and to abide by all of the terms, covenants and conditions of this Lease imposed upon Tenant.

11.7 Merger and Consolidation. If Tenant is a corporation which, under applicable laws, rules or guidelines, is not deemed to be a public corporation, or is an unincorporated association, a limited liability company or partnership, the transfer, assignment or hypothecation, in the aggregate of more than twenty-five percent (25%) of the total outstanding stock or interest in such corporation, association, limited liability company, or partnership shall be deemed a Transfer under this Article 11. If Tenant is a partnership or limited liability company, a permitted withdrawal or change, whether voluntary, involuntary, or by operation of law, of partners or members owning an aggregate of more than twenty-five percent (25%) of the limited liability company or the partnership or the dissolution of the limited liability company or the partnership, shall be deemed a Transfer under this Article 11.

11.8 Effect of Transfer. If Landlord consents to a Transfer, (i) the terms and conditions of this Lease shall not be deemed to have been waived or modified, (ii) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, (iii) Tenant shall deliver to Landlord, promptly after execution, an

original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord, (iv) Tenant shall furnish upon Landlord's request a complete statement, certified by an independent certified public accountant, or Tenant's chief financial officer, setting forth in detail the computation of any Profit or other Transfer Consideration Tenant has derived and shall derive from such Transfer, and (v) no Transfer relating to this Lease or agreement entered into with respect thereto, shall relieve Tenant or any guarantor of the Lease from liability under this Lease. Landlord or its authorized representatives shall have the right at all reasonable times to audit the books, records and papers of Tenant relating to any proposed Transfer, and make copies thereof. If the Profit or other Transfer Consideration respecting any Transfer shall be found understated, Tenant shall, within thirty (30) days after demand, pay the deficiency and Landlord's costs of such audit, and if understated by more than ten percent (10%), Landlord shall have the right to cancel this Lease upon thirty (30) days' notice to Tenant and the proposed Transferee.

ARTICLE 12

REPAIRS AND MAINTENANCE

12.1 Landlord's Maintenance Obligations. Except as provided in Article 13 , Landlord shall repair and maintain, and pursuant to Section 4.3, charge Tenant its Tenant's Share for the cost for Landlord to repair and maintain, all of the common areas (including parking facilities for the Building), public areas, and structural portions of the Building, including the exterior walls, under flooring and roof, basic plumbing including any interior lavatories in the Premises, heating, air conditioning and electrical systems and fire and life safety systems, including the replacement of light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures (all specialized lighting fixtures shall be maintained at the sole cost and expense of Tenant) installed or furnished by Landlord, unless such maintenance and repair becomes necessary in whole or in part due to the act, neglect, fault or omission of any duty by Tenant, its employees, agents, customers or invitees, or due to damage caused by a breaking and entering into the Premises, in which case Tenant shall pay to Landlord the entire cost of such maintenance and repair. The Monthly Base Rent and any additional rent shall not be reduced and Landlord shall not be liable under any circumstances for a loss of or injury to property, loss of profits, or for injury to or interference with Tenant's business arising from or in connection with the making of or Landlord's failure to make any repairs, maintenance, alterations or improvements in or to any portion of the Building or in or to fixtures, appurtenances and equipment therein; provided that Tenant shall be entitled to a reduction of the Monthly Base Rent and additional rent by reason of Landlord's failure to make any repair or to perform any maintenance required on the part of Landlord hereunder when such failure shall persist for an unreasonable period of time after notice of the need for such repair or maintenance is given to Landlord by Tenant. Tenant waives and releases its right to make repairs at Landlord's expense under Sections 1941 and 1942 of the California Civil Code or under any similar law, statute, or ordinance.

12.2 Tenant's Maintenance Obligations. In accordance with the terms of Article 9, Tenant shall keep the Premises in good and sanitary condition and repair the Premises at Tenant's sole cost and expense, except as provided in Section 12.1 above. Should Tenant fail to maintain the Premises in good and sanitary condition, then Landlord may provide written notice of Tenant's need to remedy the deficiency and ten (10) days to cure such deficiency. Thereafter, Landlord may service the Premises at Tenant's expense and charge Tenant additional rent for such services. Subject to Section 12.1, should any standard or regulation now or hereafter be imposed on Landlord or Tenant by a state, federal or local governmental body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, landlords or tenants, then Tenant agrees, at its sole cost and expense, to comply promptly with such standards or regulations.

ARTICLE 13

DAMAGE OR DESTRUCTION

13.1 Termination and Restoration. Tenant shall promptly notify Landlord of any damage to the Premises resulting from fire or any other casualty. If, at any time during the Lease Term except during the last twenty-four (24) months thereof, the Premises or the Building are damaged by fire or other casualty insured against by Landlord's insurance which Landlord maintains pursuant to the terms of Section 8.2 of this Lease, and Landlord's mortgagee makes such proceeds available to Landlord for repair, Landlord shall forthwith repair the same to the extent of such insurance proceeds, subject to the provisions of this Article 13 provided that such repairs

can, in Landlord's opinion, be made within three hundred sixty-five (365) days of such damage, and in such event this Lease shall remain in full force and effect. If such repairs cannot, in Landlord's opinion, be substantially completed within three hundred sixty-five (365) days of such damage, or if insurance proceeds made available to Landlord are not sufficient to cover 95% of the full unamortized replacement cost of the damage to the Premises and the Building, Landlord, at its option, shall, by written notice to Tenant given within sixty (60) days after the date of such damage, either: (i) elect to restore or repair such damage, this Lease continuing in full force and effect, or (ii) terminate this Lease as of a date specified in such notice, which date shall not be less than thirty (30) nor more than sixty (60) days after the date such notice is given. If such fire or other casualty shall have damaged the Premises or common areas necessary to Tenant's occupancy, and if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's employees, contractors, licensees, or invitees, then during the period from the date of the damage until Landlord has completed its repairs, Tenant shall be entitled during the period that Landlord is restoring the damaged areas to a reduction in the Monthly Base Rent and additional rent in the proportion that the rentable square feet of the Premises rendered unusable as a result of such damage bears to the total rentable square feet of the Premises. Landlord shall not be required to repair any injury or damage to or to make any repairs or replacements of any alterations or any other improvements installed in the Premises by or for Tenant, other than where defined, and Tenant shall at Tenant's sole cost and expense, repair and restore all tenant improvements and all other alterations and improvements in the same condition existing prior to such event. In connection with such repairs and replacements Tenant shall submit to Landlord, for Landlord's review and approval, all plans, specifications and working drawings relating thereto. Except as provided above, Tenant shall not be entitled to any compensation or damages from Landlord for damage to any of Tenant's improvements, alterations, fixtures, or Tenant's other property, for loss of use of the Premises or any part thereof, or for any damage to or interference with Tenant's business, loss of profits, or for any disturbance to Tenant caused by any casualty or the restoration of the Premises following such casualty.

Notwithstanding the foregoing, if Landlord elects not to rebuild the damaged areas, or subject to extension due to occurrences constituting force majeure, Landlord takes longer than 365 days to rebuild the damaged areas, then Tenant shall have a one-time right to cancel this Lease exercisable not later than 30 days after it becomes aware that either Landlord has elected not to restore the damaged areas or is not going to be able to timely restore the Building whichever occurs first.

13.2 Waiver of Statutory Provisions. The provisions of this Lease, including this Article 13, constitute an express agreement between Landlord and Tenant with respect to all damage to, or destruction of, all or any part of the Premises, the Building or any other portion of the Real Property, and any statute or regulation of the State of California, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises, the Building or any other portion of the Real Property.

13.3 Damage to the Building. If at any time during the Lease Term, the Building shall be so injured or damaged, whether by fire or otherwise (though the Premises may not be affected, or if affected, can be repaired within said one hundred eighty (180) days), that, within sixty (60) days after the happening of such injury, Landlord shall decide not to reconstruct or rebuild the Building; then, notwithstanding anything to the contrary contained in Section 13.1 of this Lease, upon notice in writing to that effect given by Landlord to Tenant within sixty (60) days after the date of such damage, Tenant shall pay the Monthly Base Rent and additional rent, properly apportioned up to such date, this Lease shall terminate from the date of delivery of said written notice, and both parties hereto shall thereafter be discharged of all further obligations hereunder, except as provided for in provisions of this Lease which by their terms survive the expiration or earlier termination of the Lease Term.

13.4 Damage Due to Fault of Tenant. If any damage to the Premises is due to the fault or neglect of Tenant, any person claiming through or under Tenant, or any of Tenant's servants, employees, agents, contractors, visitors or licensees, then there shall be no abatement of the Monthly Base Rent or additional rent by reason of such damages, unless Landlord is reimbursed for such abatement of the Minimum Rent or additional rent pursuant to any rental insurance policies that Landlord may, in its sole discretion, elect to carry.

13.5 Damage Near End of Term. In the event that the Premises or the Building are destroyed or damaged to any substantial extent during the last twenty-four (24) months of the Lease Term, Landlord shall have

the option to terminate this Lease by giving written notice to Tenant of the exercise of such option within thirty (30) days after such damage or destruction, in which event this Lease shall terminate as of the date of such notice, Tenant shall pay the Monthly Base Rent and additional rent, properly apportioned up to such date, and both parties hereto shall thereafter be freed and discharged of all further obligations hereunder, except as provided for in provisions of this Lease which by their terms survive the expiration or earlier termination of the Lease Term.

ARTICLE 14

DEFAULTS; REMEDIES

14.1 Events of Default. The occurrence of any of the following shall constitute a default and material breach of this Lease by Tenant:

14.1.1 Tenant's failure to pay any Monthly Base Rent, additional rent or any other charge required to be paid under this Lease, or any part thereof, within five (5) days from the due date; or

14.1.2 Tenant's failure to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant where such failure continues for fifteen (15) days after written notice thereof from Landlord to Tenant; provided that if the nature of such default is such that the same cannot reasonably be cured within a fifteen-day period, Tenant shall not be deemed to be in default if it shall commence such cure within such period and thereafter rectify and cure said default with due diligence within thirty (30) days; or

14.1.3 abandonment or vacation of the Premises by Tenant; or

14.1.4 to the extent permitted by law, a general assignment by Tenant or any guarantor of the Lease for the benefit of creditors, or the filing by or against Tenant or any guarantor of any proceeding under an insolvency or bankruptcy law, unless in the case of an involuntary proceeding filed against Tenant or any guarantor the same is dismissed within sixty (60) days, or the appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant or any guarantor, unless possession is restored to Tenant or such guarantor within thirty (30) days, or any execution or other judicially authorized seizure of all or substantially all of Tenant's assets located upon the Premises or of Tenant's interest in this Lease, unless such seizure is discharged within thirty (30) days; or

14.1.5 Tenant or any guarantor breaches or violates any of the provisions contained in the Rules and Regulations, and/or the Directives; or

14.1.6 Tenant or any guarantor loses its license to practice medicine in the State of California or otherwise is prohibited from rendering health care treatment within the State, or Tenant or any guarantor no longer is actually engaged in the practice of medicine, or Tenant or any guarantor is no longer a member of the staff of the Landlord; or

14.1.7 Tenant, any guarantor or any permitted subtenant commits an Ethical or Criminal Violation.

14.2 Remedies Upon Default. Upon the occurrence of any event of default, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity, the option to pursue one or more of the following remedies (each and all of which shall be cumulative and nonexclusive) without any notice or demand whatsoever:

14.2.1 Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution of any claim for damages therefor; and Landlord may recover from Tenant the following:

(i) The worth at the time of award of any unpaid rent which has been earned at the time of such termination; plus

(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iv) Any other amount necessary to compensate Landlord for the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including without limitation brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new tenant, whether for the same or a different use, Landlord's legal expenses and any special concessions made to obtain a new tenant; and

(v) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

The term "rent" as used in this Section 14.2 shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others. Any such sums which are based on percentages of income, increased costs or other historical data shall be reasonable estimates or projections computed by Landlord on the basis of the amounts thereof accruing during the 24-month period immediately prior to default, except that if it becomes necessary to compute such sums before a 24-month period has expired, then the computation shall be made on the basis of the amounts accruing during such shorter period. As used in Sections 14.2.1(i) and (ii), above, the "worth at the time of award" shall be computed by allowing interest at the rate of ten percent (10%) per annum. As used in Section 14.2.1(iii) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus five percent (5%).

14.2.2 If Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

14.2.3 Whether or not Landlord elects to terminate this Lease on account of any default by Tenant, Landlord shall have the right to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases, licenses, concessions or arrangements. If Landlord elects to succeed to Tenant's interest in any such subleases, licenses, concessions or arrangements, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

14.3 Form of Payment After Default. Following the occurrence of an event of default by Tenant, Landlord shall have the right to require that any or all subsequent amounts paid by Tenant to Landlord hereunder, whether in the cure of the default in question or otherwise, be paid in the form of cash, money order, cashier's or certified check drawn on an institution acceptable to Landlord, or by other means approved by Landlord, notwithstanding any prior practice of accepting payments in any different form.

14.4 Waiver of Default. No waiver by Landlord or Tenant of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other or later violation or breach of the same or any other of the terms, provisions, and covenants herein contained. Forbearance by Landlord in enforcement of one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The acceptance of any rent hereunder by

Landlord following the occurrence of any default, whether or not known to Landlord, shall not be deemed a waiver of any such default, except only a default in the payment of the rent so accepted.

14.5 Efforts to Re-let. For the purposes of this Article 14, Tenant's right to possession shall not be deemed to have been terminated by efforts of Landlord to re-let the Premises, by its acts of maintenance or preservation with respect to the Premises, or by appointment of a receiver to protect Landlord's interests hereunder. The foregoing enumeration is not exhaustive, but merely illustrative of acts which may be performed by Landlord without terminating Tenant's right to possession.

ARTICLE 15

DEFAULT BY LANDLORD

Landlord shall not be in default hereunder unless Landlord fails to perform the obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises, whose name and address shall have theretofore been furnished to Tenant, in writing specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default, and Tenant's remedies shall be limited to monetary damages. Nothing herein contained shall be interpreted to mean that Tenant is excused from paying rent due hereunder as a result of any default by Landlord.

ARTICLE 16

EMINENT DOMAIN

16.1 Permanent Taking. If the whole of the Premises or more than fifty percent (50%) of the rentable square feet thereof is taken under power of eminent domain or sold, transferred or conveyed in lieu thereof, either Landlord or Tenant shall have the right to terminate this Lease as of the earliest of the date of vesting of title or the date possession is taken by the condemning authority; such right shall be exercised by the giving of written notice to the other party on or before said date. If any part of the Building other than the Premises is taken under power of eminent domain or sold, transferred or conveyed in lieu thereof, Landlord may terminate this Lease at its option as of the earliest of the date of vesting of title or the date possession is taken by the condemning authority. In either of such events, Landlord shall receive the entire award which may be made in such taking or condemnation, and Tenant hereby assigns to Landlord any and all rights of Tenant now or hereafter arising in or to the same whether or not attributable to the value of the unexpired portion of this Lease; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any award made to Tenant for Tenant's moving expenses, or the taking of the unamortized or the undepreciated value of Tenant's personal property, or that portion of the unamortized or undepreciated portion of Tenant's improvements, which were not purchased with any funds from a tenant improvement allowance supplied by Landlord. In the event of a taking of any material portion which is less than fifty (50%) of the Premises, or a sale, transfer, or conveyance in lieu thereof, or if this Lease is not terminated by Landlord or Tenant as provided above, then this Lease shall automatically terminate as to the portion of the Premises so taken as of the earliest of the date of vesting of title or the date possession is taken by the condemning authority, and the Monthly Base Rent as well as the additional rent shall be apportioned according to the ratio that the remaining rentable square feet of the Premises bears to the total rentable square feet of the Premises. Tenant waives any and all rights it might otherwise have pursuant to Section 1265.130 of California Code of Civil Procedure.

16.2 Temporary Taking. In the event of temporary taking of all or any portion of the Premises for a period of thirty (30) days or less, then this Lease shall not terminate but the Monthly Base Rent and the additional rent shall be abated for the period of such taking in proportion to the ratio that the remaining rentable square feet of the Premises bears to the total rentable square feet of the Premises. Landlord shall be entitled to receive the entire award made in connection with any such temporary taking.

ARTICLE 17

SUBORDINATION

This Lease shall be subject and subordinate at all times to: (i) all ground leases or underlying leases now existing or hereafter executed affecting the Building or any of the Real Property, or both; and (ii) the lien of any mortgage or deed of trust now existing or hereafter executed in any amount for which any of the Building, Real Property, ground leases, underlying leases, or Landlord's interest or estate in any of said items is specified as security. Notwithstanding the foregoing, Landlord shall have the right to subordinate or cause to be subordinated any such ground leases or any such liens to underlying leases or to this Lease, and Landlord shall, at Tenant's request, use its reasonable efforts to assist Tenant in entering into a commercially-reasonable subordination, non-disturbance and attornment agreement with third parties which provides Tenant's use and enjoyment of the Premises will not be disturbed so long as Tenant is not in default under this Lease. However, the failure of Tenant to obtain such an agreement with third parties shall not create any obligation of Landlord or create any right of Tenant against Landlord under this Lease. If any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenant shall, notwithstanding any subordination, attorn to and become Tenant of the successor in interest to Landlord, at the option of such successor in interest. Tenant covenants and agrees to execute and deliver, within five (5) days of request by Landlord and in the form requested by Landlord, any additional documents evidencing the priority or subordination of this Lease with respect to any such ground leases or underlying leases or in the lien of any such mortgage or deed of trust. If Tenant fails to timely execute such additional documents, Tenant hereby appoints Landlord as Tenant's attorney-in-fact for the sole purpose of executing such additional documents on behalf of Tenant.

ARTICLE 18

ESTOPPEL CERTIFICATES AND OTHER FINANCIAL INFORMATION

18.1 Estoppel Certificates. Within fifteen (15) days following a request in writing by Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate substantially in the form of Exhibit C attached hereto indicating any exceptions thereto that may exist at that time, which certificate shall also contain any other information reasonably requested by Landlord or Landlord's mortgagee or prospective mortgagee. Failure of Tenant to timely execute and deliver such estoppel certificate shall constitute an acceptance of the Premises and an acknowledgment by Tenant that statements included in Exhibit C are true and correct.

18.2 Tenant Financial Statements. At any time during the Lease Term, Tenant shall, upon fifteen (15) days' prior written notice from Landlord, provide Landlord or any institutional lender and/or lending authority which is negotiating with Landlord for interim construction or permanent financing during the Lease Term, with a current financial statement and financial statements of Tenant for each of the two (2) years prior to the then current fiscal statement year. Such current statement shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Tenant, shall be audited by an independent certified public accountant.

ARTICLE 19

LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT; TENANT'S REIMBURSEMENT OBLIGATION.

19.1 Landlord's Cure. If Tenant shall default in the performance of its obligations under this Lease and if such default is not cured within the applicable grace period provided in Article 14, Landlord may, but shall not be obligated to, make any such payment or perform any such act on Tenant's part without waiving its right based upon any default of Tenant and without releasing Tenant from any obligations hereunder.

19.2 Tenant's Reimbursement. Except as may be specifically provided otherwise in this Lease, Tenant shall pay to Landlord, within thirty (30) days after delivery by Landlord to Tenant of statements therefor: (i) sums equal to expenditures reasonably made and obligations incurred by Landlord in connection with the remedying by

Landlord of Tenant's defaults pursuant to the provisions of Section 19.1; (ii) sums equal to all losses, costs, liabilities, damages and expenses referred to in Articles 8 and 11; and (iii) sums equal to all expenditures made and obligations incurred by Landlord in collecting or attempting to collect the Monthly Base Rent or additional rent or in enforcing or attempting to enforce any rights of Landlord under this Lease or pursuant to law , including, without limitation, all legal fees and other amounts so expended. Tenant's obligations under this Section 19.2 shall survive the expiration or sooner termination of the Lease Term.

ARTICLE 20

TENANT PARKING

Subject to such rules and regulations as may be adopted from time to time by Landlord, Tenant and Tenant's visitors and invitees shall have a non-exclusive right to use the unreserved parking spaces that currently exist on the Real Property throughout the Lease Term, conditioned upon Tenant abiding by all rules and regulations which Landlord shall prescribe from time to time for the orderly operation and use of the parking areas and Tenant's cooperation with Landlord in seeing that Tenant's employees, invitees and visitors also comply with such rules and regulations. Landlord may at any time change the size, configuration, design, layout and all other aspects of the parking areas and change the location of Tenant's parking spaces. Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of rent under this Lease, at any time close-off or restrict access to the parking facility for a reasonable period of time, to permit or facilitate any such construction, alteration, improvements or relocation. Landlord may delegate its responsibilities hereunder to a parking operator in which case such parking operator shall have all the rights of control attributed hereby to the Landlord.

ARTICLE 21

SURRENDER OF PREMISES; OWNERSHIP AND REMOVAL OF TRADE FIXTURES

21.1 Surrender of Premises. No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in a writing signed by Landlord. The delivery of keys to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease, and notwithstanding such delivery Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated. The voluntary or other surrender of this Lease by Tenant, whether accepted by Landlord or not, or a mutual termination hereof, shall not work a merger, and at the option of Landlord shall operate as an assignment to Landlord of all subleases or sub-tenancies affecting the Premises.

21.2 Removal of Tenant Property by Tenant. Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall, subject to the provisions of this Article 21, quit and surrender possession of the Premises to Landlord in as good order and condition as when Tenant took possession and as thereafter improved by Landlord and/or Tenant, reasonable wear and tear and repairs which are specifically made the responsibility of Landlord hereunder excepted. Upon such expiration or termination, Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises all debris and rubbish, and such items of furniture, equipment, free-standing cabinet work, and other articles of personal property owned by Tenant or installed or placed by Tenant at its expense in the Premises, and such similar articles of any other persons claiming under Tenant, as Landlord may, in its sole discretion, require to be removed, and Tenant shall repair at its own expense all damage to the Premises and Building resulting from such removal.

21.3 Removal of Tenant's Property by Landlord. Whenever Landlord shall re-enter the Premises as provided in this Lease, any personal property of Tenant not removed by Tenant upon the expiration of the Lease Term, or within forty-eight (48) hours after a termination by reason of Tenant's default as provided in this Lease, shall be deemed abandoned by Tenant and may be disposed of by Landlord in accordance with Sections 1980 through 1991 and Sections 1993 through 1993.09 of the California Civil Code and Section 1174 of the California Code of Civil Procedure, or in accordance with any laws or judicial decisions which may supplement or supplant those provisions from time to time.

21.4 Landlord's Property. All fixtures, alterations, additions, repairs, improvements and/or appurtenances attached to or built into, on, or about the Premises prior to or during the Lease Term, whether by Landlord at its expense or at the expense of Tenant, or by Tenant at its expense, or by previous occupants of the Premises, shall be and remain part of the Premises and shall not be removed by Tenant at any time, unless otherwise expressly provided for in this Lease or such removal is required by Landlord pursuant to the provisions of Article 9. If Tenant shall fail to complete such required removal and repair such damage, Landlord may do so and may charge the cost thereof to Tenant. Such fixtures, alterations, additions, repairs, improvements and/or appurtenances to remain at the Premises shall include, without limitation, floor coverings, drapes, paneling, molding, doors, kitchen and dishwashing fixtures and equipment, plumbing systems, electrical systems, lighting systems, silencing equipment, communication systems, all fixtures and outlets for the systems mentioned above and for all telephone, radio, telegraph and television purposes, and any special flooring or ceiling installations.

21.5 Landlord's Actions on Premises. Tenant waives all claims for damages or other liability in connection with Landlord's re-entering and taking possession of the Premises or removing, retaining, storing or selling the property of Tenant as herein provided, and Tenant hereby indemnifies and holds Landlord harmless from any such damages or other liability, and no such re-entry shall be considered or construed to be a forcible entry.

ARTICLE 22

MISCELLANEOUS PROVISIONS

22.1 Survival Of Provisions. If any provision of this Lease shall be determined to be void, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect.

22.2 Entire Agreement. There are no oral agreements between the parties hereto affecting this Lease and this Lease supersedes and cancels any and all previous negotiations, agreements and understandings, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This Lease contains all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, shall be considered to be the only agreement between the parties hereto, and none of the terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed by the parties hereto. All prior negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the representations and agreements contained in this Lease.

22.3 Compliance with Law. Tenant shall not do or allow anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation or requirement. At its sole cost and expense, Tenant shall promptly comply with all governmental measures excluding structural changes or changes to the Building's life safety system not related to or affected by the alterations, additions, improvements or acts, omissions or negligence of Tenant or any person claiming by, through or under Tenant, or any of their employees, contractors, agents, invitees or licensees, or by the use or occupancy by Tenant or any such person. Tenant shall be solely responsible at its cost and expense to comply within the Premises with the Americans with Disabilities Act of 1990 as same may be amended from time to time (the "ADA"), and all present and future federal, state and local laws promulgated with the intent of aiding those persons who are considered to be disabled, as well as, compliance with the ADA as it applies to Tenant's employees. Tenant shall not be responsible to comply with the ADA as to the common areas and other portions of the Building other than the Premises, except that Tenant, at its sole cost and expense, shall be solely responsible to comply with the ADA with respect to common areas of the Building which result solely and exclusively from improvements or alterations made by Tenant in the Premises after the Lease Commencement Date. The judgment of any court of competent jurisdiction or the admission of Tenant in any judicial action, regardless of whether Landlord is a party thereto, that Tenant has violated any governmental measures shall be conclusive of that fact as between Landlord and Tenant. Pursuant to California Civil Code section 1938, Landlord hereby discloses that the Building and Premises being leased or rented has not undergone inspection by a Certified Access Specialist (CASp).

22.4 Sale of Building or Real Property by Landlord. Each conveyance by Landlord of Landlord's interest in the Building or the Real Property prior to expiration or termination hereof shall be subject to this Lease and shall relieve the grantor of any further obligations or liability as Landlord, except if such obligations or liability arose prior to the date of such conveyance. Tenant shall attorn to Landlord's successors in interest, whether such interest is acquired by sale, transfer, foreclosure, deed in lieu of foreclosure or otherwise.

22.5 Quiet Enjoyment. Upon Tenant paying the Monthly Base Rent and all additional rent and performing all of Tenant's obligations under this Lease, Tenant may peacefully and quietly enjoy the Premises during the Lease Term as against all persons or entities lawfully claiming by or through Landlord, subject, however, to the provisions of this Lease and to any mortgages or ground or underlying leases of all or any portion of the Real Property.

22.6 Entry by Landlord. Landlord may at all reasonable times and upon reasonable notice to the Tenant enter the Premises to: (i) inspect them; (ii) show the Premises to prospective purchasers, mortgagees or tenants, or to the ground or underlying lessors; (iii) post notices of non-responsibility; or (iv) alter, improve or repair the Premises or the Building if necessary to comply with current building codes or other applicable laws, or for structural alterations, repairs or improvements to the Building. Landlord may enter the Premises at any time to (i) perform services required of Landlord, (ii) take possession due to any breach of this Lease in the manner provided herein; and (iii) perform any covenants of Tenant which Tenant fails to perform. Landlord may make any such entries without the abatement of rent and may take such reasonable steps as required to accomplish the stated purposes. Tenant waives any claims for damages or for any injuries or inconvenience to or interference with Tenant's business, lost profits, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the above purposes, Tenant shall provide and Landlord shall at all times have a key with which to unlock all the doors in the Premises (excluding Tenant's vaults, safes and special security areas designated in advance by Tenant). In an emergency, Landlord shall have the right to use any means that Landlord may deem proper to enter the Premises. Any entry into the Premises by Landlord in the manner described herein shall not be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an actual or constructive eviction of Tenant from any portion of the Premises.

22.7 Landlord's Right to Relocate Premises. Landlord may move Tenant to other space in the Building comparable to the Premises, and all terms hereof shall apply to the new space with equal force. In such event, Landlord shall give Tenant at least thirty (30) days' prior written notice, shall provide Tenant, at Landlord's sole cost and expense, with tenant improvements at least equal in quality to those in the Premises and shall move Tenant's effects to the new space at Landlord's sole cost and expense at such time and in such manner as to inconvenience Tenant as little as practicable. Simultaneously with such relocation of the Premises, the parties shall immediately execute an amendment to this Lease stating the relocation of the Premises.

22.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental actions, moratoria, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage, except the obligations imposed with regard to rental and other charges to be paid by Tenant pursuant to this Lease.

22.9 Cumulative Rights. The various rights, options, elections, powers and remedies contained in this Lease shall be construed as cumulative and no one of them shall be exclusive of any of the others, or of any other legal or equitable remedy which either party might otherwise have in the event of breach or default in the terms hereof, and the exercise of one right or remedy by such party shall not impair its right to any other right or remedy until all obligations imposed upon the other party have been fully performed.

22.10 Time. Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Lease.

22.11 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, and neither the method of computation of rent nor any other provision contained in this Lease nor any

acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

22.132 Exculpation. The obligations of Landlord under this Lease do not constitute personal obligations of Landlord, and Tenant shall look solely to Landlord's interest in the Real Property and to no other assets of Landlord for satisfaction of any liability with respect to this Lease and shall not seek recourse against Landlord herein nor against any of its personal assets for such satisfaction.

22.13 Memorandum of Lease. Tenant shall not record this Lease without the express written consent of Landlord, and shall execute, acknowledge and deliver at any time after the date of this Lease, at the request of Landlord, a "memorandum of lease" suitable for recording.

22.14 Notices. All notices, demands, statements or communications given or required to be given by either party to the other hereunder shall be in writing, shall be sent by United States certified or registered mail, postage prepaid, return receipt requested, or delivered personally or sent by recognized overnight air courier service (i) to Tenant at the appropriate address set forth in Article 1 , or to such other place as Tenant may from time to time designate in a notice to Landlord; or (ii) to Landlord at the addresses set forth in Article 1 , or to such other firm or to such other place as Landlord may from time to time designate in a notice to Tenant. Any notice will be deemed given two (2) days after the date it is mailed as provided in this Section 22.14 or upon the date personal delivery is made. If Tenant is notified of the identity and address of Landlord's mortgagee or ground or underlying lessor, Tenant shall give to such mortgagee or ground or underlying lessor written notice of any default by Landlord under the terms of this Lease by registered or certified mail, and such mortgagee or ground or underlying less or shall be given a reasonable opportunity to cure such default prior to Tenant's exercising any remedy available to Tenant.

22.15 Permitted Successors. The Lease shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, assigns and other successors in interest of each of the parties; provided that the foregoing shall not be deemed to permit any assignment or sublease under this Lease except as expressly permitted herein.

22.16 Captions. The captions in this Lease are for reference purposes only and have no effect upon the construction or interpretation of any part hereof. The use herein of the singular includes the plural and vice versa, and the use herein of the neuter gender includes the masculine and the feminine and vice versa, whenever and wherever the context so requires.

22.17 Joint and Several. If there is more than one Tenant, the obligations imposed upon each party comprising the Tenant under this Lease shall be joint and several.

22.18 Authority. If Tenant is a corporation or partnership, each individual executing this Lease on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in California and that Tenant has full right and authority to execute and deliver this Lease and that each person signing on behalf of Tenant is authorized to do so.

22.19 Attorney's Fees. If either party commences litigation against the other for the specific performance of this Lease, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, the parties waive any right to a trial by jury and, in the event of any such commencement of litigation, the prevailing party shall be entitled to recover from the other party such costs and reasonable attorneys' fees as may have been incurred. Further, if for any reason Landlord consults legal counsel or otherwise incurs any costs or expenses as a result of its rightful attempt to enforce this Lease, even though no litigation is commenced, or if commenced is not pursued to final judgment, Tenant shall be obligated to pay to Landlord, in addition to all other amounts for which Tenant is obligated hereunder, all of Landlord's reasonable costs and expenses incurred in connection with any such acts, including reasonable attorneys' fees.

22.20 Governing Law; Proper Venue For Actions; Tenant's Agent For Service of Process. This Lease shall be deemed to be made and entered into in the State of California and shall be governed by, and construed in accordance with the internal laws of the State of California without regard to conflict of law principles as applicable to contracts made in and to be entirely performed within the State of California. Landlord and Tenant hereby

consent to the personal jurisdiction of the Superior Court of California located in the same county as the Building and agree that any action relating to or arising out of this Lease shall be instituted and prosecuted only in such court, except that any actions to enforce any judgment or writ of attachment shall be prosecuted through the courts of the state in which the assets subject to such enforcement action are located. Furthermore, Tenant agrees that it shall designate and keep in full force and effect at Tenant's sole cost and expense, an agent for service of process authorized to accept legal process in the State of California throughout the entire Lease Term. The failure to maintain such an agent shall be deemed to be a material default under this Lease, and shall permit Landlord to exercise any remedies permitted to be exercised under applicable law.

22.21 Brokers. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease except Cassidy Turley Commercial Real Estate Services, Inc., dba Cushman & Wakefield, and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent, other than that specified herein.

22.22 Mechanic Liens. Tenant shall keep the Premises and the Real Property free from any mechanics', material men's or other liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant or any person or entity claiming by, through or under Tenant. Landlord shall have the right at all times to post and keep posted on the Premises any notices which it deems necessary for protection from such liens. If any such liens are filed and are not released of record by payment or posting of a proper bond within five (5) days after notice of such lien is delivered by Landlord to Tenant, Landlord may, without waiving its rights and remedies based on such breach by Tenant and without releasing Tenant from any obligations hereunder, cause such liens to be released by any means it shall deem proper, including payment of the claim giving rise to such lien in which event all amounts paid by Landlord shall immediately be due and payable by Tenant.

22.23 Independent Covenants. This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the rent or other amounts owing hereunder against Landlord; provided, however, the foregoing shall in no way impair the right of Tenant to commence a separate action against Landlord for any violation by Landlord of the provisions hereof so long as notice is first given to Landlord and any holder of a mortgage or deed of trust covering the Building, Real Property or any portion thereof (of whose address Tenant has theretofore been notified) and an opportunity is granted to Landlord and such holder to correct such violations as provided above.

22.24 Building Name. Landlord shall have the right at any time to change the name of the Building, to increase the size of the Real Property by adding additional real property thereto, to construct other buildings or improvements on any portion of the Real Property, to change the location and/or character of or to make alterations or additions to the Real Property. Tenant shall not use the Building's name for any purpose other than as a part of its business address. Any use of such name in the designation of Tenant's business shall constitute a default under this Lease.

22.25 Building Directory. No sign, advertisement, or notice shall be inscribed, painted, or affixed on any part of the inside or outside of the Building or on the Real Estate unless of such color, size, and style and in such place upon or in the Building as shall be first designated by Landlord in writing but there shall be no obligation or duty on Landlord to allow any sign, advertisement or notice to be inscribed, painted, or affixed on any part of the inside or outside of the Building. A directory in a conspicuous place, with names and locations of tenants, will be provided by Landlord.

22.26 Transportation Management. At Tenant's sole cost and expense, Tenant shall fully comply with all present or future programs intended to manage parking, transportation and/or traffic in and around the Building, and in connection therewith, Tenant shall take responsible action for the transportation planning and management of all of its employees located at the Premises by working directly with Landlord, any transportation management

consultant appointed by Landlord or any governmental entity or authority, any governmental transportation management organization or any other transportation-related committees or entities. Such programs may include, without limitation, (i) adhering to restrictions on the number of peak-hour vehicle trips generated by Tenant; (ii) increased vehicle occupancy; (iii) implementing an in-house ridesharing program and an employee transportation coordinator; (iv) working with employees and any Building or area-wide ridesharing program manager; (v) instituting employer-sponsored incentives (financial or in-kind) to encourage employees to rideshare; and (vi) utilizing flexible work shifts for employees.

22.27 No Discrimination. Tenant covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through Tenant, that this Lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, sex, religion, marital status, ancestry, disability or national origin in the leasing, subleasing, transferring, use or enjoyment of the Premises, nor shall Tenant itself, or any person claiming under or through Tenant, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sub-lessees, subtenants or vendees in the Premises.

22.28 Hazardous Material.

22.28.1 Definition. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iii) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (iv) petroleum, (v) asbestos, (vi) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (vii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), (viii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6902 et seq. (42 U.S.C. § 6903), or (ix) defined as a "hazardous substance" pursuant to Section 101 of the Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601).

22.28.2 Medical Waste Management. Tenant shall fully comply, at its sole cost and expense, with the provisions of the California Medical Waste Management Act (California Health and Safety Code Sections 117600 et. seq.). The unlawful disposal of medical waste, or any other violation of the California Medical Waste Management Act, shall be a material breach of this Lease. Landlord may institute rules and regulations regarding compliance by tenants and occupants of the Building with the California Medical Waste Management Act, but no such rule or regulation shall excuse Tenant from its own responsibility for compliance with the California Medical Waste Management Act.

22.28.3 Compliance Cost. Tenant acknowledges that Landlord may incur costs (i) for complying with laws, codes, regulations or ordinances relating to Hazardous Material, or (ii) otherwise in connection with Hazardous Material, including, without limitation, the following: (a) Hazardous Material present in soil or ground water; (b) Hazardous Material that migrates, flows, percolates, diffuses or in any way moves onto or under the Real Property; (c) Hazardous Material present on or under the Real Property as a result of any discharge, dumping or spilling (whether accidental or otherwise) on the Real Property by other tenants of the Real Property or their agents, employees, contractors or invitees, or by others; and (d) material which becomes Hazardous Material due to a change in laws, codes, regulations or ordinances which relate to hazardous or toxic material, substances or waste. Tenant agrees that the costs incurred by Landlord with respect to, or in connection with, complying with laws, codes, regulations or ordinances relating to Hazardous Material shall be an Operating Expense, unless the cost of such compliance, as between Landlord and Tenant, is made the responsibility of Tenant under this Lease. To the extent any such Operating Expense relating to Hazardous Material is subsequently recovered or reimbursed through

insurance, or from responsible third parties, or from some other action, Tenant shall be entitled to a proportionate share of such Operating Expense to which such recovery or reimbursement relates.

22.29 No Air Rights. No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease. If at any time any windows of the Premises are temporarily darkened or the light or view therefrom is obstructed by reason of any repairs, improvements, maintenance or cleaning in or about the Building, the same shall be without liability to Landlord and without any reduction or diminution of Tenant's obligations under this Lease.

22.30 Modification and Short Form of Lease. Should any current or prospective mortgagee or ground lessor for the Building require a modification or modifications of this Lease, which will not cause an increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of Tenant hereunder, then, Tenant agrees that this Lease may be so modified and agrees to execute whatever documents are required therefor and deliver the same to Landlord within ten (10) days following the request therefor. Should Landlord or any such current or prospective mortgagee or ground lessor require execution of a short form of Lease for recording, containing, among other customary provisions, the names of the parties, a description of the Premises and the Lease Term, Tenant agrees to execute such short form of Lease and to deliver the same to Landlord within ten (10) days following the request therefor.

22.31 Right to Lease. Landlord may effect such other tenancies in the Building and within the Real property as Landlord in the exercise of its sole business judgment shall determine to best promote the interests of the Building and the Real Property. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or type or number of tenants shall, during the Lease Term, occupy any space in the Building or the Real Property.

22.32 Patient Records. Tenant consents, acknowledges, and agrees that (a) Tenant shall be solely responsible, at Tenant's sole cost, for maintaining and disposing of all patient records and all confidential information which may come into Tenant's possession which shall always be undertaken by Tenant in accordance with all applicable present and future laws and rulings, and (b) Landlord shall not have any obligation, responsibility or duty to maintain and/or dispose of any patient records or confidential information described in item (a) herein, and Landlord specifically disclaims any such obligation, responsibility or duty.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed and delivered this Lease as of the day and year first above written.

LANDLORD:

SETON MEDICAL CENTER, a California nonprofit public benefit corporation

By:_____
John Ferrelli, President and CEO

TENANT:

[redacted]
Dale Kocienski, M.D., an individual

EXHIBIT A

THE PREMISES

EXHIBIT B

SETON MEDICAL OFFICE BUILDING
(1800 Sullivan Avenue)

RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the following Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Building.

1. Tenant shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord's prior written consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant. Two keys will be furnished by Landlord for the Premises, and any additional keys required by Tenant must be obtained from Landlord at a reasonable cost to be established by Landlord. Upon termination of the Lease, all keys to the Building and the Premises shall be surrendered to Landlord.

2. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises.

3. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building during such hours as are customary for comparable buildings in the greater San Mateo County area. Tenant, its employees and agents must be sure that the doors to the Building are securely closed and locked when leaving the Premises if it is after the normal hours of business for the Building. Any tenant, its employees, agents or any other persons entering or leaving the Building at any time when it is so locked, or any time when it is considered to be after normal business hours for the Building, may be required to sign the Building Register when so doing. Access to the Building may be refused unless the person seeking access has proper identification or has a previously arranged a pass for access to the Building. The Landlord and his agents shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building during the continuance of same by any means it deems appropriate for the safety and protection of life and property.

4. No furniture, freight or equipment of any kind shall be brought into the Building without prior notice to Landlord. All moving of the same into or out of the Building shall be scheduled with Landlord and done only at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Building and also the times and manner of moving the same in and out of the Building. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property in any case. All damage done to any part of the Building, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility of Tenant and any expense of said damage or injury shall be borne by Tenant.

5. If Tenant uses Laboratory Specimen Deposit boxes they must be located within the Premises. No deposit boxes are allowed in the common area hallways on the ground, mounted on the walls or hung on doors.

6. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevators, except between such hours in such specific elevator, and only after Tenant has affixed hanging pads in the elevators carrying such materials.

7. Landlord shall have the right to control and operate the public portions of the Building, the public facilities, the heating and air conditioning, and any other facilities furnished for the common use of Tenants, in such manner as is customary for comparable buildings in the greater San Mateo area.

8. The requirements of Tenant will be attended to only upon application at the Office of the Building or at such office location designated by Landlord. Employees of Landlord shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord.

9. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate with Landlord or agent of Landlord to prevent same.

10. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or agents, shall have caused it.

11. Tenant shall not overload the floor of the Premises, nor mark, drive nails or screws, or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof without Landlord's consent first had and obtained.

12. No vending machine or machines of any description other than fractional horsepower office machines shall be installed, maintained or operated upon the Premises without the written consent of Landlord.

13. Tenant shall not use or keep in or on the Premises of the Building any kerosene, gasoline or other inflammable or combustible fluid or material.

14. Tenant shall not use any method of heating or air conditioning other than that which may be supplied by Landlord, without the prior written consent from Landlord.

15. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors, or vibrations, or interfere in any way with other Tenants or those having business therein.

16. Tenant shall not bring into or keep within the Building or the Premises any animals, birds, bicycles or other vehicles.

17. No cooking shall be done or permitted by any Tenant on the Premises, nor shall the Premises be used for the storage of merchandise, for lodging, or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, Underwriters' laboratory-approved equipment may be used in the Premises for brewing coffee, tea, hot chocolate and similar beverages, provided that such use is in accordance with all applicable Federal, state and city laws, codes, ordinances, rules and regulations.

18. Landlord will approve where and how telephone and telegraph wires are to be introduced to the Premises. No boring or cutting for wires shall be allowed without the consent of Landlord. The location of telephone, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.

19. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

20. Tenant, its employees and agents shall not loiter in the entrances or corridors, nor in any way obstruct the sidewalks, lobby, halls, stairways or elevators, and shall use the same only as a means of ingress and egress for the Premises.

21. In all carpeted areas where desks and chairs are utilized, Landlord shall require Tenant, at Tenant's own cost, to place mats under each and every chair in order to protect said carpeting from unnecessary wear and tear.

22. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to ensure the most effective operation of the Building's heating and air conditioning system, and shall refrain from attempting to adjust any controls.

23. Tenant shall store all its trash and garbage within the interior of the Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage the City of Daly City without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entry-ways and elevators provided for such purposes at such times as Landlord shall designate.

24. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

25. Tenant shall assume any and all responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.

26. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all tenants of the Building.

27. No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of Landlord. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises without the prior written consent of Landlord. All electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent and/or of a quality, type, design and bulb color approved by Landlord.

28. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills.

29. Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises and Building, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Landlord shall not be responsible to Tenant or to any other person for the nonobservance of the Rules and Regulations by another tenant or other person. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.

30. If Tenant is a physician or other type of healthcare practitioner who treats patients at the Premises, then Tenant will assure Landlord that its patients will only occupy Tenant's designated waiting room or reception area within the Premises, and if said waiting room or reception area is filled to capacity at any time, then any patients and/or their family members who cannot be accommodated in the waiting room or reception area will not be permitted to congregate, sit or occupy the hallways immediately adjacent to the Premises.

Parking Rules & Regulations

1. Parking areas shall be used only for parking of vehicles no longer than full size, passenger automobiles.

2. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's agents, employees, or invitees to be loaded, unloaded, or parked in areas other than those designated by Landlord for such activities.

3. Parking stickers or identification devices shall be the property of Landlord and shall be returned to Landlord by the holder thereof upon termination of the holder's parking privileges. Tenant shall pay such replacement charge as is reasonably established by Landlord for the loss of such stickers or devices.

4. Landlord reserves the right to refuse the issuance of monthly identification stickers or devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements.

5. Landlord reserves the right to relocate all or a part of parking spaces from floor to floor, within one floor, and/or to reasonably adjacent offsite location(s), and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.

6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.

7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Landlord will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.

8. Validation, if established, will be permissible only by such method or methods as Landlord and/or its licensee may establish at rates generally applicable to visitor parking.

9. The maintenance, washing, waxing or cleaning of vehicles in the parking structure of Common Areas is prohibited.

10. Tenant shall be responsible for seeing that all of its agents, employees, and invitees comply with the applicable parking rules, regulations, laws and agreements.

11. Landlord reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking areas.

12. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

EXHIBIT C

SETON MEDICAL OFFICE BUILDING
(1800 Sullivan Avenue)

FORM OF TENANT'S ESTOPPEL CERTIFICATE

The undersigned as Tenant under that certain Lease made and entered into as of _____ by and between Seton Medical Center, as Landlord, and the undersigned as Tenant, for Premises on the _____ floor of Seton Medical Office Center certifies as follows:

1. Attached hereto as Exhibit A is a true and correct copy of the Lease and all amendments and modifications thereto. The documents contained in Exhibit A represent the entire agreement between the parties as to the Premises.

2. The undersigned has commenced occupancy of the Premises described in the Lease, currently occupies the Premises, and the Lease Term commenced on _____.

3. The Lease is in full force and effect and has not been modified, supplemented or amended in any way except as provided in Exhibit A.

4. Tenant has not transferred, assigned, or sublet any portion of the Premises nor entered into any license or concession agreements with respect thereto except as follows:

5. Tenant shall not modify the documents contained in Exhibit A or prepay any amounts owing under the Lease to Landlord in excess of thirty (30) days without the prior written consent of Landlord's mortgagee.

6. Monthly Base Rent became payable on _____.

7. The Lease Term expires on _____.

8. All conditions of the Lease to be performed by Landlord necessary to the enforceability of the Lease have been satisfied.

9. No rental has been paid in advance and no security has been deposited with Landlord except as provided in the Lease.

10. As of the date hereof, there are no existing defenses or offsets that the undersigned has, which preclude enforcement of the Lease by Landlord.

11. All monthly installments of Monthly Base Rent, all additional rent and all monthly installments of estimated additional rent have been paid when due through _____. The current monthly installment of Monthly Base Rent is $_____.

12. The undersigned acknowledges that this estoppel certificate may be delivered to Landlord's mortgagee, Landlord's prospective mortgagee, or a prospective purchaser, and acknowledges that it recognizes that if same is done, such mortgagee, prospective mortgagee, or prospective purchaser will be relying upon the statements contained herein in making the loan or acquiring the property of which the Premises are a part, and in accepting an assignment of the Lease as collateral security, and that receipt by it of this certificate is a condition of making of the loan or acquisition of such property.

Executed at _____ on the _____ day of _____, 20___.

"Tenant"

By: _____

EXHIBIT D

JANITORIAL SPECIFICATIONS FOR SETON MEDICAL OFFICE CENTER

A. JANITORIAL SERVICE SPECIFICATIONS FOR TENANT AND MEDICAL SUITES

1. NIGHTLY SERVICES

a. Secure all lights as soon as possible each night.
b. Clean all sinks and counters with hospital germicide.
c. Clean all toilets, toilet seat, fixtures, etc. with hospital germicide.
d. Spot clean restroom, examination and lab area walls with hospital germicide.
e. Hand wipes all tables, counters and work areas with disinfectant/ germicide.
f. Dust mop all resilient and compositions floors with treated dust mop. Damp mop to remove spills and water stains with disinfectant/ germicide.
g. Clean base of all examination chairs and examination tables.
h. Hand dusts all examination equipment with the exception of items that should be sterile.
i. Dust all desk and office furniture with treated dust cloths.
j. Paper and folders and desk are not to be moved.
k. Empty all ash trays and ash urns. Clean sanitize as required.
l. Empty all waste paper baskets and other trash containers.
m. Remove all trash from floors to the designated areas. "Red Bag" trash to be removed to designated area at the hospital.
n. Spot clean and vacuum all carpets.
o. Remove finger prints, dirt smudges, graffiti, etc., from all doors, frames, glass partition, windows, lights switches, walls, etc.
p. Particular attention to be given to waiting rooms and reception areas as to provide a neat and clean appearance.
q. Return chairs, magazines, waste baskets, etc., to proper positions.
r. Clean, sanitize and polish drinking fountains.
s. Dust and remove debris form all metal doors thresholds.

2. Weekly Services

a. Dust all low reach areas including, but not limited to chair rungs, structural and furniture ledges, base boards, windows sills, door louver, wood paneling molding, etc.
b. Dust inside off all door jams.
c. Sanitize telephone receivers.

3. Monthly Services

a. Dust all high reach areas including, but not limited to tops of door frames, structural and furniture ledges, air conditioning diffusers and return grills, top of partitions, picture frames, etc.
b. Vacuum upholstered furniture.
c. Scrub floors and re-coat.
d. Shower-scrub or otherwise recondition all resilient or composition flooring to provide a level of appearance equivalent to completely refinished floors.
e. Dust all vertical blinds at exterior windows.

B. RESTROOM SERVICE SPECIFICATION

1. Nightly Service

a. Restock all restrooms with supplies from the building's stock, including paper towels, toilet tissue, seat covers, sanitary napkins, tampons, and hand soap as required.
b. Wash and polish all mirrors, dispensers, faucets, flushometers, and bright work with non-scratch disinfectant cleaner.
c. Wash and sanitize all toilets, toilet seats, urinals and sinks with non-scratch disinfectant cleaner. Wipe dry all sinks.
d. Remove stains; descale toilets, urinal and sinks as required.
e. Mop all restroom floors with disinfectant germicidal solution.
f. Empty and sanitize all waste and sanitary napkins and tampons receptacles, replace liners from building stock.
g. Remove all restroom trash from building.
h. Spot Clean finger print, marks and graffiti from walls, partition glass, aluminum and light switches as required.
i. Empty and damp wipe all ashtrays.
j. Report all fixtures not working properly to supervisor, Janitorial Supervisor to leave list at lobby guard's console.
k. Clean, sanitize and disinfect showers and shower areas.

2. Weekly Services

a. Dust all low reach and high reach areas including, but not limited to structural ledges, mirrors tops partition tops and edges, air conditioning diffusers and return air grills.

3. Monthly Services

a. Wipe down all tile walls and metal partitions. Partitions shall be left in an unstreaked condition after this work.
b. Clean all ventilation grills.
c. Scrub Floors.
d. Dust all doors and door jams.
e. Thoroughly clean and reseal all ceramic tile floors, using approved sealers.

2H

CUSHMAN & WAKEFIELD

201 California Street, Suite 800 San Francisco, CA 94111
T 415.781.8100 F 415.956.2339 www.cushwake.com

Memo

To: Tina Ahn

From: Kelly Jauregui

Date: August 29th, 2016

Subject: Executed Lease for Seton Medical Hospital

Note/Comments
Please review the following lease documents at your convenience. Below is a summary of the lease:

Tenant
Women's Health group- Katie Shapiro, M.D.

Address
1850 Sullivan Avenue, Suite 312

Rentable Square Footage
1,311

Lease Start Date
August 1, 2016

Lease Expiration Date
July 31, 2017

Term
One Years

Monthly Base Rate
Starting rent for first year: $3,670.80
Annual increases to follow

AMENDED AND RESTATED OFFICE LEASE

SETON MEDICAL OFFICE BUILDING

(1850 Sullivan Avenue)

Seton Medical Center

(Landlord)

and

Women's Health Group, A Medical Corporation

Katie Shapiro, M.D., individually

(Tenant)

Suite 312

AMENDED AND RESTATED SETON MEDICAL OFFICE BUILDING LEASE

This Amended and Restated Seton Medical Office Building Lease ("Lease") is dated as of July 29, 2016, by and among Seton Medical Center, a California nonprofit public benefit corporation ("Landlord"), Women's Health Group, A Medical Corporation, a California professional corporation ("WHG") and Katie Shapiro, M.D., an individual ("Dr. Shapiro," and with WHG, collectively, "Tenant"), based on the following facts and recitations:

RECITALS

A. On or about November 1, 2012, Landlord and Tenant entered into a Seton Medical Office Building Lease (the "Prior Lease"), for Suite 312 containing approximately 1,311 rentable square feet (the "Premises"), in a medical office building located at 1850 Sullivan Avenue, Daly City, California 94015 (the "Building"). On or about July 23, 2015, Landlord and Tenant entered into a First Amendment to the Prior Lease.

B. The parties desire to amend and restate the Prior Lease entirely, effective August 1, 2016, on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows that the Prior Lease is hereby amended and restated in its entirety effective August 1, 2016 as set forth below.

ARTICLE 1

CERTAIN DEFINITIONS AND BUSINESS TERMS

"Additional Rent"	All rent described in this Lease other than Monthly Base Rent, including the rent described in Sections 4.4 and 4.6.
"Base Year"	2016
"Building"	The Seton Medical Office Building, located at 1850 Sullivan Avenue, Daly City, California containing approximately 84,911 rentable square feet, together with all parking facilities, walks, malls, and landscaped areas.
"Lease Commencement Date":	August 1, 2016
"Lease Expiration Date":	July 31, 2017
"Lease Term":	A period of one (1) year commencing on the Lease Commencement Date and ending on the Lease Expiration Date, unless the Lease Term is extended pursuant to Article 3.
"Monthly Base Rent":	Lease Year — Monthly Base Rent 8/1/16 – 7/31/17 — $3,670.80
"Automatic Extension"	Upon the Lease Expiration Date, if the Lease Term has not been extended by written agreement the Lease Term will automatically extend for one year at 103% of last Monthly Base Rent.
"Holdover Rent"	110% of last Monthly Base Rent; no longer than six (6) months.
"Late Charge"	5% of amount due if Monthly Base Rent is not received five (5) days after

	due date.
"Premises"	1850 Sullivan Avenue, Suite 312, Daly City, CA 94015, containing approximately 1,311 rentable square feet.
"Security Deposit":	Tenant has paid a security deposit of $3,408.60. Landlord shall use Tenant's existing security deposit towards the Security Deposit for this Lease, and by July 31, 2016, Tenant shall pay Landlord an additional $262.20 to increase the Security Deposit to $3,670.80.
"Tenant's Share"	1.54%

Address for Notices (Section 22.16):

To Tenant:	Women's Health Group, A Medical Corporation 1850 Sullivan Avenue, Suite 312 Daly City, CA 94015 Attention: Dr. Katie Shapiro, M.D.
To Landlord:	Seton Medical Center 1900 Sullivan Avenue Daly City, CA 94015 Attention: John Ferrelli, President and CEO and Cushman & Wakefield Property Management Department 201 California Street, Suite 800 San Francisco, CA 94111 Fax: (415) 956-3381 and Office of the General Counsel Verity Health System 203 Redwood Shores Parkway, #800 Redwood City, CA 94065 E-mail: generalcounsel@verity.org

ARTICLE 2

PREMISES

2.1 The Building and Real Property. Upon and subject to the terms set forth in this Lease, Landlord hereby leases to Tenant and Tenant hereby hires from Landlord the Premises. For purposes of this Lease, "rentable square feet" and "usable square feet" shall be calculated pursuant to Standard Method of Measuring Floor Area in Office Buildings, ANSI Z65.1 - 1996 ("BOMA"); provided that for purposes of determining the Monthly Base Rent and the additional rent due under Article 4 of this Lease, the rentable square footage of the Premises shall be 116% of the useable square footage of the Premises, and in all other instances the rentable square footage of the Premises shall be calculated pursuant to BOMA. The Building, the land upon which the Building stands and the land and improvements surrounding the Building, including any parking structure, are herein sometimes collectively referred to as the "Real Property." Tenant is hereby granted the right to the non-exclusive use of the common corridors and hallways, stairwells, elevators, restrooms and other public or common areas; provided, however, that the manner in which the public and common areas are maintained and operated shall be at the sole discretion of Landlord and the use thereof shall be subject to such rules, regulations and restrictions as Landlord may make from time to time.

Landlord may make alterations or additions to or to change the location of elements of the Real Property and the common areas thereof.

2.2 Verification of Rentable Area; Change to Monthly Base Rent Due to Size Discrepancy. The usable and rentable square footage of the Building and the Premises are subject to verification by Landlord's architect, in accordance with BOMA; however, the determination of Landlord's architect shall be conclusive and binding upon the parties. The initial Monthly Base Rent set forth in this Lease is based upon the size of the Premises. If at any time during the Lease Term either Landlord or Tenant determine (and can verify to the reasonable satisfaction of the other party), that the actual size of the Premises is larger or smaller than set forth herein by a factor of at least ten percent (10%), then the Monthly Base Rent will be increased or decreased retroactive to the Lease Commencement Date to reflect such actual size of the Premises, multiplied by the price per square foot used to determine the initial Monthly Base Rent set forth herein.

2.3 Landlord's Work in the Premises. Except as set forth in this Lease, Landlord shall not provide or pay for any interior improvement work or services for the Premises, and Tenant accepts the Premises in its "as is" condition. Tenant also acknowledges that Landlord has made no representation or warranty regarding the condition of the Premises or the Building except as specifically set forth in this Lease.

ARTICLE 3

LEASE TERM

3.1 Initial Lease Term. The Lease Term shall commence on the Lease Commencement Date and end on the Lease Expiration Date, subject to a possible extension of the Lease Term as provided in Section 3.3, and/or the termination before the Lease Expiration Date as hereinafter provided.

3.2 Intentionally Omitted.

3.3 Automatic Extension. Upon the expiration of the Lease Term, the Lease Term shall automatically be extended for one (1) year at 103% of the Monthly Base Rent due just prior to the date of such automatic extension unless Landlord elects to terminate the Lease as of the last day of the Lease Term, which Landlord may do in its sole and absolute discretion, by providing Tenant with written notice thereof, not less than 120 days prior to expiration of the Lease Term. During the one (1) year period of this Automatic Extension, either party may terminate this Lease upon thirty (30) days' prior written notice to the other party, for any reason or for no reason.

3.4 Holdover Tenancy; Indemnification. If Tenant holds over after the end of one year automatic extension described in Section 3.3, with or without the express or implied consent of Landlord, then such tenancy shall be from month-to-month only and shall in not continue for a period greater than six (6) months beyond the end of the Lease Term. Any such holdover shall not constitute a renewal hereof or an extension for any further term, and in such case the Monthly Base Rent shall automatically increase to 110% of the Monthly Base Rent payable during the last month of the Lease Term, without any separate notice being sent to Tenant about such increase, and regardless of whether any future invoices sent to Tenant for Monthly Base Rent include or exclude the higher 110% Monthly Base Rent due hereunder. Except for the increases in Monthly Base Rent for the above, such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein. Nothing contained in this Section shall be construed as consent by Landlord to any holding over by Tenant, and Landlord may require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall indemnify and hold Landlord harmless from loss or liability resulting from such failure, including, any claims made by any succeeding tenant founded upon such failure to surrender.

Notwithstanding the foregoing, in the event the Lease Term is not timely extended in writing as a result of Landlord's failure to document such extension before the Lease Expiration Date or other acts within Landlord's reasonable control, then Landlord may elect not to charge 110% of the Monthly Base Rent during the holdover period and send written notice to Tenant within five (5) business days after the Lease Expiration Date confirming

Landlord will charge only 103% of the Monthly Base Rent during the holdover period ending on the effective date of any written amendment extending the Lease Term, or termination of the Lease.

3.5 Intentionally Omitted.

3.6 Early Lease Termination Upon Permanent Disability or Death. If the Tenant is an individual or it is a medical corporation whose sole shareholder is a licensed individual, then Tenant shall have a one-time right and an option to terminate this Lease prior to the Lease Expiration Date (except as otherwise provided herein), in the event such individual ever dies or becomes permanently disabled during the Lease Term, after giving Landlord at least sixty (60) days' advance written notice of such early termination and, in the case of a permanent disability, after providing Landlord with reasonable proof of such permanent disability. In the event of the death of an individual Tenant or a physician who is the sole owner of a corporate Tenant, such Tenant's obligations under this Lease shall terminate upon reasonable proof of death being provided to Landlord. If Tenant is an association or a professional corporation consisting of two or more physicians, then the remaining members of the association or group and remaining shareholders of the medical corporation shall continue as the Tenant and to be responsible for the obligations under this Lease after the permanent disability or death of an individual physician.

3.7 Landlord's Right to Cancel. If any Tenant is an individual, Landlord shall have the right upon at least thirty (30) days' prior written notice to Tenant (or in the event of Tenant's death, such notice shall be given to Tenant's legal representative, successor, or assign) to cancel this Lease in the event of Tenant's death, permanent inability to practice his or her profession due to physical or mental infirmity, or permanent retirement from the full-time practice of his profession. If this Lease is terminated, Tenant (or in the event of Tenant's death, Tenant's legal representative, successor, or assign) shall perform all of his obligations under this Lease which arise or accrue prior to the effective date of termination.

ARTICLE 4

RENTAL AND OTHER PAYMENTS

4.1 Monthly Base Rent. Tenant agrees to pay to Seton Medical Center, c/o Cushman & Wakefield, Property Management Department, 1390 Timberlake Manor Parkway, Suite 230, Chesterfield, MO 63017, the Monthly Base Rent in advance on the first day of each calendar month, without demand or offset whatsoever, provided that if any rental payment date (including the Lease Commencement Date) falls on a day other than the first day of such month or if any rental payment is for a period which is shorter than one month, the rental for any partial month shall accrue on a daily basis for the period from the date such payment is due to the end of such calendar month or to the end of the Lease Term at a rate per day which is equal to 1/30 of the Monthly Base Rent. Monthly Base Rent shall be paid in the amounts set forth in Article 1 above for each Lease Year or such amounts as are calculated pursuant to Section 4.3 below, whichever is greater.

4.2 Late Charges. Tenant acknowledges that late payment of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which are extremely difficult to ascertain, including processing and accounting charges, and late charges which may be imposed upon Landlord by the terms of any mortgage or deed of trust covering the Premises. Accordingly, if any installment of rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after the due date, then Tenant shall pay to Landlord a late charge equal to five percent (5%) of such amount overdue plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder, by the end of the month in which the payment was due. Such late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. The late charge shall be deemed additional rent and the right to require it shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner. In addition to the five percent (5%) late charge described above, any rents or other amounts owing hereunder which are not paid within five (5) days after the date they are due shall thereafter bear interest until paid at a rate per annum equal to the lesser of ten percent (10%) per annum or the highest rate permitted by applicable law.

4.3 Annual Adjustments to Monthly Base Rent. Except as provided in Section 3.3 for an automatic one year extension of the Lease Term, the Monthly Base Rent during the initial Lease Term shall increase by three percent (3%) per year on each one year anniversary of the Lease Commencement Date.

4.4 Additional Rent.

4.4.1 Tenant's Share. As more fully set forth in this Section 4.4, in addition to the Monthly Base Rent, Tenant shall also pay to Landlord, its share ("Tenant's Share") of all annual Direct Expenses which are in excess of Direct Expenses for the Base Year.

4.4.2 Definitions: As used in this Section 4.4, the following terms have the meaning hereinafter set forth:

4.4.2.1 "Tenant's Share" of Direct Expenses for each Expense Year shall be as set forth in Article 1 of this Lease. In the event either the rentable square feet of the Premises and/or the total rentable square feet of the Building is changed, Tenant's Share shall be appropriately adjusted, and, as to the Expense Year in which such change occurs, Tenant's Share for such year shall be determined on the basis of the number of days during such Expense Year that each such Tenant's Share was in effect.

4.4.2.2 "Expense Year" shall mean each twelve (12) consecutive month period commencing January 1st of each year falling within the Lease Term, provided that Landlord, upon notice to Tenant, may change the Expense Year from time to time to any other twelve (12) consecutive month period, and, in the event of any such change, Tenant's Share of Direct Expenses shall be equitably adjusted for any Expense Year involved in any such change.

4.4.2.3 "Direct Expenses" shall mean "Operating Expenses" and "Tax Expenses."

4.4.2.4 "Operating Expenses" shall mean any and all costs and expenses paid or incurred by Landlord in connection with the ownership, operation, maintenance, management, replacement, restoration, and repair of the Building and Real Property. By way of illustration only, but not limitation, Operating Expenses shall include the following: (i) the cost of supplying all utilities, the cost of operating, maintaining, repairing, and managing the utility systems, mechanical and heating systems, ventilation and air conditioning systems, sanitary and storm drainage systems, and escalator and elevator systems, the cost of environmental surcharges imposed by any governmental entity, and the cost of supplies and equipment and maintenance and service contracts in connection therewith; provided that Tenant shall not be responsible for a portion of the cost of a particular utility if Tenant directly or indirectly pays for Tenant's use of such utility pursuant to the terms of Article 7 of this Lease; (ii) the cost of landscaping, all supplies, and re-lamping; (iii) the cost of parking area maintenance, including resurfacing, repainting, re-stripping, and cleaning; (iv) the cost of fire, extended coverage, boiler, sprinkler, public liability, property damage, workmen's compensation, loss of rent, earthquake, and other reasonable insurance, including such endorsements thereto as Landlord may desire, all in such amounts as Landlord may reasonably determine; (v) wages, salaries and other labor costs, including payroll and employment taxes, and employee medical, welfare, pension and other fringe benefits for all persons engaged in the operations of the Building; (vi) fees, charges and other costs, including management fees not to exceed 5% of rent collected, consulting fees, legal fees and accounting fees, of all independent contractors engaged by Landlord or reasonably incurred by Landlord in connection with the management, operation, maintenance and repair of the Building and Real Property, as well as, any and all trip or similar fees, linkage fees, and business fees; (vii) the cost of licenses, permits and inspections and the cost of contesting the validity or applicability of any government enactments which may affect Operating Expenses; (viii) the fair market rental value of the property manager's office in the Building; (ix) depreciation of the cost of acquiring or the rental expense of personal property used in the maintenance, operation and repair of the Building and Real Property; (x) subject to the last paragraph of this Section 4.4.2.4, the cost of any capital improvements, repairs and/or replacements made to the Building and/or the Real Property after the Lease Commencement Date in connection with the operation or maintenance of the Building and/or Real Property, or made to the Building and/or Real Property after the Lease Commencement Date that are required under any governmental law or regulation enacted on or after the Lease Commencement Date, such costs to be amortized over the useful life thereof and which shall be paid on a pro-rata monthly basis by Tenant during the Lease Term,

together with interest charged to Landlord on the unamortized balance; and (xi) the cost of janitorial service, alarm and security service, window cleaning, trash removal, replacement of wall and floor coverings, ceiling tiles and fixtures in lobbies, corridors, restrooms and other common and public areas or facilities, maintenance and replacement of curbs, walkways, repair of roofs and reroofing. For purposes of computing Tenant's Share pursuant to this Article 4, Operating Expenses for the Building or Real Property that are not, in Landlord's sole discretion, allocable or chargeable solely to either the office or retail space of the Building shall be allocated between and charged to the office and retail space of the Building on an equitable basis as determined by Landlord. For purposes of this Lease, Operating Expenses shall not include " Tax Expenses", interest expense, except as provided in clause (x) above, leasing commissions, depreciation on the improvements contained in the Building, except as provided in clause (ix) above, or the cost of capital expenditures not included in clause (x) above. The computation of Operating Expenses shall be made in accordance with generally accepted accounting principles. If during any Expense Year, the Building is on a monthly average less than ninety-five percent (95%) occupied, the Operating Expenses shall be increased to reflect the Operating Expenses of the Building as though it was on a monthly average ninety-five percent (95%) occupied and the additional rent shall be based upon the Operating Expenses so adjusted. Tenant shall only be responsible for the amortized amount of capital improvement falling within the Lease Term, plus the interest paid by Landlord in connection therewith, provided that the amount of such interest shall not exceed eight percent (8%) per year. For example, if the Lease Term is three (3) years and Landlord makes a capital improvement in the amount of $100,000 in order to comply with Newly Enacted Laws in the second Lease Year, and the useful life of such capital improvement is twenty (20) years, then Tenant would be liable for Tenant's Share in the amount of $5,000 (plus interest thereon as set forth above), in the second and third Lease Years. If the Operating Expenses for any Expense Year include a new Operating Expense which was not included in the Operating Expenses incurred by Landlord during the Base Year ("New Operating Expense"), then the Base Year Operating Expenses shall be adjusted to include the cost of the new Operating Expense that would have been incurred by Landlord had such New Operating Expense been incurred by Landlord during the Base Year, and Tenant shall only be liable for Tenant's Share of the increase, if any.

Operating Expenses shall not include: (i) capital expenditures (except as specifically enumerated above); (ii) costs of special services rendered to individual tenants (other than Tenant) for which a special charge is made; (iii) ground rent, and interest and principal payments on loans or indebtedness secured by the Building and/or the Real Property; (iv) costs of services or other benefits of a type which are not available to Tenant but which are available to other tenants or occupants, and costs for which Landlord is reimbursed by other tenants of the Building other than through payment by other tenants of increases in Operating Expenses and Tax Expenses; (v) leasing commissions, attorneys' fees and other expenses incurred in connection with leasing space in the Building or enforcing such leases; (vi) depreciation or amortization, other than as specifically enumerated above; (vii) costs incurred by Landlord to remove Hazardous Materials from the Building (other than to the extent such costs arise from actions in the nature of ordinary cleaning, repair and maintenance activities) and which were not brought to the Building by Tenant; and (viii) costs, fines or penalties incurred due to Landlord's violation of any Law.

Notwithstanding the foregoing, Tenant's Share of Operating Expenses shall not increase from year to year by more than four percent (4%) in excess of the Operating Expenses for the previous year, provided, however, except as otherwise noted below, there shall be no limitation or "cap" on the following Operating Expenses: (i) all utilities, (ii) all premiums for insurance coverage, including, without limitation, worker's compensation premiums, except Landlord shall not include in Operating Expenses any deductible payments Landlord must make under its policies for earthquake insurance, (iii) non-recurring maintenance and repairs, (iv) costs of complying with newly enacted laws, (vi) costs of licenses and permits, (vii) Tax Expenses, and (viii) increases in any other Operating Expenses where such increases are outside the control of Landlord. As to subcategory (iii) referenced in this paragraph, each individual non-recurring maintenance and repair expense costing $25,000 or less will be charged to Tenant in the year such expense was incurred; each such expense costing more than $25,000 but less than $50,000 will be amortized and charged to Tenant over a period of years, based upon a depreciation/amortization schedule reasonably determined by Landlord; and each such expense costing more than $50,000 will be treated as a capital expense to be absorbed solely by Landlord, and will not be charged to Tenant.

4.4.2.5 "Tax Expenses" shall include, but not be limited to, any and all present and future general real property, personal property and improvement taxes, any form of assessment, bonded indebtedness, reassessment, license fee, license tax, business license tax, commercial rental tax, in lieu tax, levy, charge, penalty or similar imposition, whatsoever or at all imposed by any authority having the direct power to tax,

including any city, county, state or federal government, or any school, agricultural, lighting, drainage or other improvement or special assessment district thereof, or any agency or public body, as against any legal or equitable interest of Landlord in the Real Property, which are paid or incurred by Landlord, and which shall include, but not be limited to, the following:

(i) Any tax on Landlord's rent, right to rent or other income from the Real Property or as against Landlord's business of leasing any of the Real Property, but specifically excluding Landlord's federal or state income, franchise, inheritance or estate taxes;

(ii) Any assessment, tax, fee, levy or charge in addition to, or in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of real property tax, it being acknowledged by Tenant and Landlord that Proposition 13 was adopted by the voters of the State of California in the June 1978 election and that assessments, taxes, fees, levies and charges may be imposed by governmental agencies for such services as fire protection, street, sidewalk and road maintenance, refuse removal and for other governmental services formerly provided without charge to property owners or occupants. It is the intention of Tenant and Landlord that all such new and increased assessments, taxes, fees, levies, and charges and all similar assessments, taxes, fees, levies and charges be included within the definition of real property taxes for the purposes of this Lease, including any increase in real property taxes which are assessed due to the sale and/or the leasing of the Real Property and/or the Building or any portion thereof or any interest therein and/or the sale or transfer of any interest in the Landlord;

(iii) Any assessment, tax, fee, levy, or charge allocable to or measured by the area of the Premises or the rent payable hereunder, including, without limitation, any gross income tax with respect to the receipt of such rent, or upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or any portion thereof; and

(iv) Any assessment, tax, fee, levy or charge, upon this transaction or any document to which Tenant is a party, creating or transferring an interest or an estate in the Premises.

With respect to any assessment that may be levied against or upon the Real Property and that under the laws then in force may be evidenced by improvement or other bonds, or may be paid in annual installments, there shall be included within the definition of real property taxes with respect to any tax fiscal year only the amount currently payable on such bonds, including interest, for such tax fiscal year, or the current annual installment for such tax fiscal year.

4.4.3 Calculation of Excess. If, for any Expense Year ending or commencing within the Lease Term, Tenant's Share of Direct Expenses for such Expense Year exceeds Tenant's Share of any payments made by Tenant during such Expense Year pursuant to the Estimate Statement, then Tenant shall pay to Landlord, in the manner as set forth in Section 4.4.4, below, and as additional rent, an amount equal to such excess (the "Excess"). If the Lease Term falls partially within an Expense Year, the Excess calculated for such partial year shall be equitably prorated based upon a 360 day year.

4.4.4 Statement of Actual Direct Expenses. Landlord shall endeavor to give to Tenant on or before the first day of March following the end of each Expense Year, a statement (the "Statement") which shall state the Direct Expenses incurred or accrued for such preceding Expense Year, and which shall indicate the amount, if any, of any Excess. Upon receipt of the Statement for each Expense Year ending during the Lease Term, if an Excess is present, Tenant shall pay, with its next installment of Monthly Base Rent due, the full amount of the Excess for such Expense Year, less the amounts, if any, paid during such Expense Year as Estimated Excess. The failure of Landlord to timely furnish the Statement for any Expense Year shall not prejudice Landlord from enforcing its rights under this Article 4.

Even though the Lease Term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's Share of the Direct Expenses for the Expense Year in which this Lease terminates, if an Excess is present, Tenant shall immediately pay to Landlord an amount as calculated pursuant to the provisions of Section 4.4.2 above, and, conversely, if an overpayment is present, an amount as calculated pursuant to the provisions of Section 4.4.2, above, shall be immediately rebated by Landlord to Tenant,

less any amounts otherwise owing from Tenant to Landlord. The provisions of this paragraph shall survive the expiration or earlier termination of the Lease Term.

4.4.5 Statement of Estimated Direct Expenses. In addition, Landlord shall endeavor to give Tenant a yearly expense estimate statement ("Estimate Statement") which shall set forth Landlord's reasonable estimate (the "Estimate") of what the total amount of Direct Expenses for the then current Expense Year shall be and the estimated excess (the "Estimated Excess") as calculated by Landlord based upon Tenant's Share of Direct Expenses. The failure of Landlord to timely furnish the Estimate Statement for any Expense Year shall not preclude Landlord from enforcing its rights to collect any Excess under this Article 4. If pursuant to the Estimate Statement an Estimated Excess is calculated for the then current Expense Year, Tenant shall pay, with its next installment of Monthly Base Rent due, a fraction of the Estimated Excess for the then Expense Year, which fraction shall have as its numerator the number of months which have elapsed in such current Expense Year to the month of such payment, both months inclusive, and which fraction shall have 12 as its denominator. Until a new Estimate Statement is furnished, Tenant shall pay monthly, with the Monthly Base Rent installments, an amount equal to one-twelfth (1/12) of the total Estimated Excess.

4.5 Taxes and Other Charges for Which Tenant is Directly Responsible. Tenant shall reimburse Landlord upon demand for all taxes required to be paid by Landlord (excluding state, local and federal personal or corporate income taxes measured by the net income of Landlord from all sources and estate and inheritance taxes), when:

(a) Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises or elsewhere; and

(b) If any of Tenant's personal property shall be assessed with Landlord's real property, Tenant shall pay to Landlord the taxes attributable to Tenant within ten (10) days after receipt of a written statement setting forth the taxes applicable to Tenant's property.

If it shall not be lawful for Tenant to reimburse Landlord for the items specified in this Section 4.4, then Landlord may increase the Monthly Base Rent to net Landlord the same rent after imposition of any such tax upon Landlord as would have been payable to Landlord if such tax had not been imposed.

4.6 Other Additional Rent. Any service provided by Landlord to Tenant with Tenant's written approval for such service that is not a standard operating expense will be charged to Tenant as additional rent and paid by Tenant on a monthly basis along with the Monthly Base Rent. An example of such an expense is bio medical waste removal commonly known as "redbag" or "sharps" removal services.

4.7 Dispute. In the event of any dispute as to additional rental due under this Article 4, Tenant may, after reasonable notice and at reasonable times, to inspect Landlord's records at Landlord's office. If after such inspection, Tenant still disputes such additional rental, a certification as to the proper amount shall be made, at Tenant's expense, by Landlord's independent certified public accountant, which certification shall be final and conclusive.

ARTICLE 5

SECURITY DEPOSIT

Upon the earlier of Tenant's execution of this Lease or the Lease Commencement Date, Tenant shall deposit with Landlord a Security Deposit in the amount set forth in Article 1 of this Lease. If Tenant defaults with respect to any provisions of this Lease, Landlord may (but shall not be required to) use, apply or retain any or all of the Security Deposit and apply it toward the default, or to pay any amount that Landlord may spend by reason of Tenant's default, or to compensate Landlord for any other loss that Landlord may suffer by reason of Tenant's default. If the Security Deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount,

and Tenant's failure to do so shall be a default under this Lease. If Tenant shall fully and faithfully perform every provision of this Lease, the Security Deposit, or any balance thereof, shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within sixty (60) days following the expiration of the Lease Term. Tenant waives the provisions of Section 1950.7 of the California Civil Code.

ARTICLE 6

USE

6.1 Tenant covenants that Tenant shall use the Premises solely for medical office purposes and in compliance with the Rules and Regulations set forth in Exhibit B, attached hereto, and shall not use nor permit the Premises to be used for any other purpose without the prior written consent of Landlord, or in violation of the laws of the United States of America, the State of California, or the ordinances, regulations or requirements of the local municipal or county governing body or other lawful authorities having jurisdiction over the Building. Tenant acknowledges that Tenant has received copies of, read and understands all of the provisions of the Rules and Regulations.

6.2 Intentionally Omitted.

6.3 Additionally, the Premises shall not be used for clinical laboratory tests (except for routine tests performed by a physician who is not a pathologist in his or her own office); any invasive or noninvasive imaging or x-ray procedures (except for routine procedures by a physician in his or her own office for his or her own patients, i.e., not referred to such physician solely for an imaging procedure); C.T. Scan, NMR (MRI), and similar imaging procedures; physical therapy; or outpatient surgery (except for simple procedures typically performed in a medical office not equipped or held out as being a surgicenter, and performed for the physician's own patients in his or her own office in connection with the physician's medical specialty).

6.4 If Tenant is a general partnership, then the general partners of Tenant, or if Tenant is a corporation, then the shareholders of Tenant, or if Tenant is an unincorporated association or a medical association, then the members of Tenant, or if Tenant is one or more individuals, then such individuals constituting Tenant, shall be comprised solely of practitioners of the healing arts who are members in good standing of the medical, dental and allied health staffs of Seton Medical Center (the "Qualified Occupants"). Tenant shall also be responsible, at its sole cost to obtain all operating permits, licenses and governmental approvals necessary for the operation of Tenant's Use and to determine that the Premises and Building are suitable for Tenant's Use (including, without limitation, zoning and capacity of the Building's systems); and neither Landlord nor its agents has made any representations or warranties as to the suitability of the Premises or the Building for Tenant's Use or that Tenant's Use is permitted under current zoning or other applicable laws. Tenant acknowledges that the Building currently contains or may in the future contain tenants who conduct medical and other related uses in their respective premises and Tenant accepts all conditions associated with such uses.

6.5 Except as permitted under Section 6.3 above, Tenant specifically agrees not to engage in or permit the Premises to be used for the practice of radiology or pathology, or to maintain any x-ray, or other electrical or electromagnetic medical equipment, machines or devices, radiation therapy, nuclear medicine, diagnostic ultrasound, clinical laboratory, pathology laboratory (except for tests performed by a physician who is not a pathologist in his or her own office), or physical therapy office or practice in the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Tenant also agrees not to dispense drugs, eyeglasses, surgical devices or medicine except to Tenant's own patients as an incidental part of, and in the ordinary course of business of, Tenant's practice. Tenant shall not allow any patient to reside in or remain in the Premises on an overnight or in-patient basis. Tenant shall not use any apparatus, machinery or device in or about the Premises which would make any noise or set up any vibration outside of the Premises. Tenant shall not connect with electric wires, water or air pipes any apparatus, machinery or device not shown on suite improvement plans without the prior written consent of Landlord. All walls, ceilings, floors and doors of any rooms used for examination, diagnosis, testing or therapy shall be properly shielded and shall comply with all applicable rules, regulations, ordinances and other requirements .

6.6 Tenant agrees to conduct the practice of Tenant's profession in the Premises in compliance with the Code of Ethics of Tenant's professional association. It shall constitute an incurable default under this Lease (an "Ethical or Criminal Violation") if Tenant or any Qualified Occupant pleads guilty to or there is a final judicial determination that Tenant or any Qualified Occupant committed a crime, or if Tenant or any Qualified Occupant pleads guilty to or there is a final determination that Tenant or any Qualified Occupant committed a violation of the Code of Ethics of Tenant's professional association, and Landlord shall have no obligation to inquire into any facts related thereto.

ARTICLE 7

SERVICES AND UTILITIES

7.1 Landlord's Obligations. Landlord shall furnish to the Premises during reasonable hours of generally recognized business days (Monday through Friday – 8:00 a.m. to 6:00 p.m. and Saturdays – 8:00 a.m. to - 2:00 p.m.), which may be changed from time to time by Landlord, heating, air conditioning and ventilation required in Landlord's judgment for the comfortable use and occupation of the Premises, elevator and janitorial service, and water for lavatory and drinking purposes. Landlord shall also maintain and keep lighted the common stairs, common entries and restrooms in the common areas of the Building. Landlord's operation and delivery of services to the Building and the Premises shall be in a manner consistent with other comparable office buildings located in the County of San Mateo, California. Landlord shall, at its sole cost and expense, arrange for, and pay for, all basic janitorial services for the Premises as described in Exhibit D attached hereto and, the hooking up of electrical and gas utilities to the Premises, if separately metered and to pay for all electrical and gas utilities not directly metered to Tenant on the Premises. Any utilities used after the specified recognized business hours shall be billed as additional rent at a rate of $35.00 per hour in the first year of the Lease Term and adjust annually based upon Landlord's reasonable estimate of the annual cost thereafter. Any special janitorial services shall be coordinated by Landlord and billed to Tenant as additional rent at the cost billed by the provider plus an administrative fee of 15%.

7.2 Interruption of Services and Utilities. Landlord shall not be liable for, and Tenant shall not be entitled to any reduction of the Monthly Base Rent or any additional rent by reason of, Landlord's failure to furnish any of the services or utilities described in Section 7.1, when such failure is caused by acts of God, accident, breakage, repairs, strikes, lockouts or other labor disturbances or disputes, unavailability of materials or labor, or by any other cause beyond the control of Landlord, or by rationing or restrictions on the use of said services and utilities due to energy shortages, or the making of repairs, alterations or improvements to the Premises or Building, or by any other causes. Landlord shall not be liable for a loss of, or injury to, property, or for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, related to a failure to furnish any of the foregoing services or utilities. Landlord shall be entitled to cooperate voluntarily in a reasonable manner with the efforts of national, state or local governmental bodies or of suppliers of utilities in reducing energy or other resources consumption, and Tenant shall not be relieved of its obligation to pay the Monthly Base Rent or any additional rent by reason thereof. Landlord shall also have the exclusive right, but not the obligation, to provide any additional services which may be required by Tenant, including, without limitation, lock smith services, lamp replacement, additional janitorial service, additional repairs and maintenance, provided that Tenant shall pay to Landlord as additional rent upon billing, the sum of all costs to Landlord of such additional services plus a fifteen percent (15%) administration fee.

7.3 Tenant's Use of Utilities and Services. Tenant shall not, without Landlord's prior written consent, use heat generating machines or other than normal fractional horsepower office machines, or equipment or lighting other than building standard lights in the Premises which may affect the temperature otherwise maintained by the air conditioning system or increase the water normally furnished for the Premises. If such consent is given, Landlord shall have the right to install supplementary air conditioning units or other facilities in the Premises including supplementary or additional metering devices and Tenant shall pay Landlord the cost thereof, including the cost of installation, operation and maintenance, increased wear and tear on existing equipment and other similar charges, upon billing by Landlord. If Tenant uses water, electricity, heat or air conditioning in excess of normal office use, Landlord may install devices to separately meter any increased use and in such event Tenant shall pay the increased cost directly to Landlord, on demand, including the cost of such additional metering devices. Tenant shall not, without Landlord's prior written consent, install additional lighting or equipment requiring electric current to be supplied to the Premises in excess of the aggregate at any time of three (3) watts per square foot of rentable square

feet of the Premises. If such consent is given, Tenant shall pay to Landlord, upon billing, the cost of such excess consumption. If Tenant desires to use heat, ventilation or air conditioning during hours other than those for which Landlord is obligated to supply such utilities pursuant to the terms of Section 7.1 of this Lease, Tenant shall give Landlord prior notice, as Landlord shall from time to time establish as appropriate, of Tenant's desired use and Landlord shall supply such utilities to Tenant at such hourly cost to Tenant as Landlord shall from time to time establish. Amounts payable by Tenant to Landlord for such use of additional utilities shall be deemed additional rent hereunder.

ARTICLE 8

INDEMNITY AND INSURANCE

8.1 Indemnification and Waiver. Landlord shall not be liable for and Tenant hereby waives all claims against Landlord for damage to any property or injury, illness or death of any person in, upon, or about the Premises and/or the Real Property arising at any time, other than damages proximately caused by the gross negligence or willful misconduct of Landlord or its agents and employees. Tenant shall indemnify, defend, and protect Landlord, and hold Landlord harmless from any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) incurred in connection with the Premises, including, without limitation, the following: (i) any default by Tenant in the observance or performance of any of the terms, covenants or conditions of this Lease on Tenant's part to be observed or performed; (ii) the use or occupancy of the Premises by Tenant or any person claiming by, through or under Tenant; (iii) the condition of the Premises or any occurrence or happening on the Premises from any cause whatsoever; or (iv) any acts, omissions or negligence of Tenant or any person claiming by, through or under Tenant, or of the contractors, agents, servants, employees, visitors or licensees of Tenant or any such person, in, on or about the Premises or the Real Property, either prior to, during, or after the expiration of the Lease Term, including, without limitation, any acts, omissions or negligence in the making or performance of any alterations. Tenant further agrees to indemnify and save harmless Landlord, Landlord's agents, and the lessor or lessors under all ground or underlying leases, from and against any and all loss, cost, liability, damage and expense including, without limitation, reasonable attorneys' fees, incurred in connection with or arising from any claims by any persons by reason of injury to persons or damage to property occasioned by any use, occupancy, condition, occurrence, happening, act, omission or negligence referred to in the preceding sentence. The provisions of this Section 8.1 shall survive the expiration or sooner termination of this Lease with respect to any claims or liability the basis for which arose prior to such expiration or termination.

8.2 Fire and Casualty Insurance. Landlord shall maintain during the Lease Term a policy or policies of insurance insuring the Building against loss or damage due to fire and other casualties covered within the classification of fire and extended coverage, vandalism coverage and malicious mischief, sprinkler leakage, water damage and, at Landlord's option, special extended coverage on the Building. Such coverage in such amounts as Landlord may from time to time determine may include, at the option of Landlord, the risks of flood damage and additional hazards, a rental loss endorsement and one or more loss payee endorsements in favor of the holders of any mortgages or deeds of trust encumbering the interest of Landlord in the Real Property or the ground or underlying lessors of the Real Property. Tenant shall neither use the Premises nor permit the Premises to be used or acts to be done therein which will (i) increase the premium of any insurance described in this Section 8.2; (ii) cause a cancellation of or be in conflict with any such insurance policies; (iii) result in a refusal by insurance companies of good standing to insure the Building or the Real Property in amounts reasonably satisfactory to Landlord; or (iv) subject Landlord to any liability or responsibility for injury to any person or property by reason of any operation being conducted in the Premises. Tenant shall, at Tenant's expense, comply as to the Premises with all insurance company requirements pertaining to the use of the Premises. If Tenant's conduct or use of the Premises causes any increase in the Landlord's premium for such insurance policies, and such conduct is otherwise permitted by Landlord, then Tenant shall reimburse Landlord for any such increase. Tenant, at Tenant's expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body.

8.3 Tenant Insurance. Tenant shall obtain and maintain throughout the Lease Term at its own cost, a policy or policies of standard fire, extended coverage and special extended coverage insurance ("All Risks"), including a vandalism and malicious mischief endorsement, sprinkler leakage coverage and earthquake sprinkler leakage in an amount equal to the full replacement value new without deduction for depreciation of all fixtures,

furniture and leasehold improvements installed by or at the expense of Tenant and all alterations and additions thereto, and replacement cost insurance on all plate or tempered glass in or enclosing the Premises.

8.4 Public Liability Insurance. Tenant shall obtain and maintain throughout the Lease Term, at its own cost, comprehensive general liability insurance, including public liability and property damage insurance in the amount of One Million Dollars ($1,000,000) per person or occurrence and Three Million Dollars ($3,000,000) in the aggregate for personal injuries or deaths of persons occurring in or about the Premises including a Broad Form Comprehensive General Liability endorsement covering the insuring provisions of this Lease and the performance of Tenant of the indemnity agreements set forth in Section 8.1.

8.5 Additional Insurance Obligations. Tenant shall carry and maintain during the entire Lease Term, at Tenant's sole cost, such other reasonable types of insurance coverage and in such reasonable amounts covering the Premises and Tenant's operations therein, as may be reasonably requested by Landlord.

8.6 Form of Policies. The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Such insurance shall: (i) name Landlord, and any other party which it so specifies, as a named insured; (ii) specifically cover the liability assumed by Tenant under this Lease, including, but not limited to, Tenant's obligations under Section 8.1; (iii) be issued by an insurance company having a rating of not less than A-VII in Best's Insurance Guide or which is otherwise acceptable to Landlord and licensed to do business in the State of California; (iv) be primary insurance as to all claims thereunder and that any insurance carried by Landlord is excess and non-contributing with any insurance requirement of Tenant; (v) provide that said insurance shall not be cancelled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord and any mortgagee of Landlord's; and (vi) contain a cross liability endorsement or severability of interest clause acceptable to Landlord. Tenant shall deliver said policy or policies certificates thereof to Landlord on or before the Lease Commencement Date and at least thirty (30) days before the expiration dates thereof. In the event Tenant shall fail to procure such insurance, or to deliver such policies or certificate, Landlord may, at its option, procure such policies for the account of Tenant, and the cost thereof shall be paid to Landlord as additional rent within five (5) days after delivery to Tenant of bills therefor.

8.7 Subrogation. Landlord and Tenant agree to have their respective insurance companies issuing property damage insurance waive any rights of subrogation that such companies may have against Landlord or Tenant, as the case may be, so long as the insurance carried by Landlord and Tenant, respectively, is not invalidated thereby. As long as such waivers of subrogation are contained in their respective insurance policies, Landlord and Tenant hereby waive any right that either may have against the other on account of any loss or damage to their respective property to the extent such loss or damage is insurable under policies of insurance for fire and all risk coverage, theft, public liability, worker's compensation or other similar insurance.

ARTICLE 9

TENANT IMPROVEMENTS/ALTERATIONS

9.1 Improvements/Alterations. Tenant acknowledges that (i) Landlord shall not be obligated to make any improvements, alterations, additions or changes to the Premises, before or after the Lease Commencement Date; and (ii) Tenant accepts the Premises "as is", based on Tenant's prior use and possession thereof. Notwithstanding the foregoing, Landlord agrees that Tenant may, at its own cost and expense and after giving Landlord at least thirty (30) days' prior notice in writing of its intention to do so, and before such time as Tenant has obtained engineering specifications, from time to time during the Lease Term, make such improvements, alterations, additions, and changes in and to the interior of the Premises (except those of a structural nature) as Tenant may find necessary or convenient for its purposes, provided that the value of the Premises is not thereby diminished, but Tenant shall not make any improvements, alterations, additions or changes to the Premises without first procuring the prior written consent of Landlord. Notwithstanding the foregoing, Tenant may make cosmetic alterations to the Premises using Building standard materials at its sole cost and expense upon prior written notice to Landlord (but without Landlord's consent, up to an aggregate cost of $10,000 per year. If Tenant's actions are otherwise in compliance with this Article 9, all improvements, fixtures and/or equipment which Tenant may install or place in or about the Premises, and all improvements, alterations, repairs or changes to the Premises, and all signs installed in, on or about the Premises, from time to time, shall be at the sole cost of Tenant and shall be and become the property of

Landlord, except that Landlord may, by written notice to Tenant given at least thirty (30) days prior to the end of the Lease Term, require Tenant at Tenant's expense to remove all partitions, counters, railings and the like installed by Tenant, and to repair any damage to the Premises caused by such removal. Landlord shall be without any obligation in connection therewith. Tenant hereby indemnifies and holds Landlord harmless from any liability, cost, obligation, expense or claim of lien in any manner relating to the installation, placement, removal or financing of any such improvements, alterations, repairs, changes, improvements, fixtures and/or equipment in, on or about the Premises.

Tenant shall not permit any lien or encumbrance of any kind to be attached to or be placed upon the Real Property, the Building or the Premises, and any and all liens and encumbrances created by Tenant shall attach to Tenant's interest only. Landlord shall have the right at all times to post and keep posted on the Premises any notice which it deems necessary for protection from such liens. Tenant covenants and agrees not to suffer or permit any lien of mechanics or material men or others to be placed against the Real Property, the Building or the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises, and, in case of any such lien attaching or notice of any lien, Tenant covenants and agrees to send prompt notice to Landlord of any such lien and cause such lien to be immediately released and removed of record. If such lien is not released and removed on or before the date occurring five (5) days after notice of such lien is delivered by Landlord to Tenant, Landlord, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by Landlord in connection with such lien shall be deemed additional rent due under this Lease and shall immediately be due and payable.

9.2 Manner of Construction. Landlord may impose, as a condition of its consent to all improvements, alterations, repairs or changes of the Premises on or about the Premises, such requirements as Landlord in its sole discretion may deem desirable, including, but not limited to, the requirement that Tenant utilize only contractors, materials, mechanics and material men approved by Landlord. Tenant shall construct such improvements, alterations or repairs in conformance with all applicable rules and regulations of any federal, state, county or municipal code or ordinance and pursuant to a valid building permit, issued by the City of Daly City. A contractor of Landlord's selection shall perform all mechanical, electrical, plumbing, air conditioning, permanent partition and ceiling tile work, and such work shall be performed at Tenant's cost. If Tenant orders any construction, alteration, decorating or repair work directly from Landlord, or from the contractor selected by Landlord, the charges for such work shall be deemed additional rent under this Lease, payable upon billing therefor, either periodically during construction or upon the substantial completion of such work, at Landlord's option. All work with respect to any alterations, additions or changes must be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period of work. Upon completion of any improvements, alterations, additions or changes, Tenant shall cause a Notice of Completion to be recorded in the office of the Recorder of the County of San Mateo in accordance with Section 3093 of the Civil Code of the State of California or any successor statute, and Tenant shall deliver to the Building management office a copy of the "as built" drawings of the improvements. Any such alterations, additions or changes shall be performed and done strictly in accordance with the laws and ordinances relating thereto. In performing the work of any such improvements, alterations, additions or changes, Tenant shall have the work performed in such manner as not to obstruct the access to the Building or common areas to any other tenant of the Building, and to not unreasonably interfere with the normal business operations of other tenants in the Building.

9.3 Construction Insurance. If Tenant shall make any permitted improvements, alterations, additions or changes to the Premises, in compliance with the terms and provisions of this Article 9, Tenant shall carry "Builder's All Risk" insurance in an appropriate amount covering the construction of such work, and such other insurance as Landlord may require, it being understood and agreed that all of such improvements, alterations, additions or changes shall be insured by Tenant pursuant to Section 8.3 of this Lease immediately upon completion thereof. In addition, Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount to ensure the lien-free completion of such work.

ARTICLE 10

SIGNS

10.1 No sign, placard, picture, advertisement, handmade sign, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the outside or inside of the Building without the prior written consent of Landlord. Landlord shall have the right to remove any sign, placard, picture, advertisement, name or notice not consented to by Landlord without notice to and at the sole expense of Tenant. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the sole expense of Tenant by a person approved by Landlord.

ARTICLE 11

ASSIGNMENT AND SUBLETTING

11.1 Restrictions. Tenant shall not transfer, assign, sublet, mortgage or otherwise hypothecate this Lease, or Tenant's interest in and to the Premises, nor enter into any license or concession agreements with respect thereto, (hereinafter collectively referred to as a "Transfer") without first procuring the written consent of Landlord, which consent shall not unreasonably withheld, delayed or conditioned by Landlord. Any such attempted Transfer without Landlord's prior written consent shall be void and of no force or effect and shall not confer any interest or estate in the purported transferee, (the "Transferee") and shall at Landlord's option constitute an incurable default under this Lease.

The parties hereby agree that it shall be reasonable under this Lease and under any applicable law for Landlord to withhold, delay or condition consent to any proposed Transfer where one or more of the following applies (without limitation as to other reasonable grounds Landlord may have to withhold, delay or condition its consent): (i) the Transferee is of a character or reputation or engaged in a business which is not consistent with the quality of the Building, or would be a significantly less prestigious occupant of the Building than Tenant; (ii) the Transferee intends to use the Premises for purposes which are not permitted under this Lease; (iii) the Transfer will result in more than a reasonable and safe number of occupants per floor within the Premises, or will result in insufficient parking for the Building; (iv) the Transferee is either a government (or agency or instrumentality thereof) or is already an occupant of the Building; (v) the Transfer will involve any transaction other than an assignment of the Lease for the entire Premises and the remaining Term, or a sublease of all or a portion of the Premises for a term of at least one year, or such lesser time as may remain in the Term; (vi) the proposed Transferee is not solvent or does not have unencumbered assets having a value at least equal to twice the anticipated amount of monetary obligations to be assumed in connection with or under the proposed Transfer; (vii) Tenant has committed a Default under this Lease which is not cured at the time Tenant requests consent to the proposed Transfer; (viii) the proposed Transfer would cause Landlord to be in violation of any other leases or agreements to which Landlord is a party, or would give any occupant of the Building a right to cancel its Lease; or (ix) the Transferee or any of its affiliates are direct or indirect competitors of Landlord or the Verity Health System of California, Inc. or any of its affiliates.

11.2 Procedure for Transfer. Should Tenant desire to make a Transfer, Tenant shall give written notice of its intention to do so ("Transfer Notice") to Landlord at least seventy five (75) days prior to the effective date of any such proposed Transfer, specifying in the Transfer Notice whether Tenant proposes to assign or sublet, or enter into license or concession agreements, and the proposed date thereof, and specifically identifying the proposed Transferee. Such Transfer Notice shall be accompanied, in the case of a subletting, license or concession agreement, by a copy of the proposed sublease, license or concession agreement, or if same is not available, a letter of commitment or a letter of intent, and any other documents or financial information Landlord may require in order to determine the suitability of the Transferee based upon the criteria set forth in Section 11.1 above. Landlord shall, within sixty (60) days after its receipt of such Transfer Notice and the other documents required to be furnished to Landlord or requested by Landlord , by mailing written notice to Tenant of its intention to (i) withhold consent to the Transfer, or (ii) consent to such Transfer upon conditions reasonably imposed by Landlord; or (iii) elect to terminate this Lease.

Landlord shall have the option, by giving written notice to Tenant within thirty (30) days after receipt of any Transfer Notice to recapture the portion of the Premises that is subject to the Transfer. Such recapture notice shall cancel and terminate this Lease with respect to the portion of the Premises that is subject to the Transfer as of the effective date of the proposed Transfer until the last day of the term of the Transfer as set forth in the Transfer Notice. In the event of a recapture by Landlord, if this Lease shall be canceled with respect to less than the

entire Premises, the rent reserved herein shall be prorated on the basis of the number of rentable square feet retained by Tenant in proportion to the number of rentable square feet contained in the Premises, and this Lease as so amended shall continue thereafter in full force and effect, and upon request of either party, the parties shall execute written confirmation of the same.

11.3 Effect of a Transfer. A condition to any transfer is the Transferee must agree to comply with and be bound by all of the terms, covenants, conditions, of this; and Tenant shall deliver to Landlord promptly after execution an executed copy of each such Transfer document and an agreement of compliance by each such Transferee. No Transfer of this Lease or agreement entered into with respect thereto, with or without Landlord's consent, shall relieve Tenant or any guarantor of the Lease from liability under this Lease or a guaranty of this Lease.

11.4 Transfer Rent Adjustment. If Landlord consents to a Transfer of all or any portion of the Premises (the "Transfer Space"), then the Tenant shall pay Landlord monthly, as additional rent, at the same time as the Monthly Base Rent required hereunder, fifty percent (50%) of the "Profit" payable by the Transferee pursuant to the terms reserved in the assignment or sublease. For purposes of this Section 11.4, "Profit" shall mean the difference between (i) all rent and other amounts payable by the Transferee to Tenant under the assignment or sublease, less the reasonable amount of Tenant's Subleasing Costs, as hereafter defined, and (ii) the Monthly Base Rent and additional rent or pro rata portion of the Monthly Base Rent and additional rent, for the Transfer Space payable to Landlord in this Lease. Tenant's Subleasing Costs shall mean only that portion of Tenant's actual expenditures which are reasonable and customary in the subleasing market in which the Building is located (i) to rehabilitate or improve the Transfer Space for Transferee and (ii) for brokerage fees. For purposes of calculating the Profit on a monthly basis, Tenant's Subleasing Costs shall be deemed to be expended by Tenant in equal monthly amounts over the entire term of the sublease or assignment.

In addition to the foregoing, in the event Tenant shall make a permitted Transfer hereunder, fifty percent (50%) of the dollar amount of the funds or property, other than Monthly Base Rent and additional rent due from Transferee to Tenant as consideration for the Transfer (the "Transfer Consideration"), shall be deemed additional rent owed to Landlord by Tenant under this Lease. Transfer Consideration shall include, but not to be limited to key money, bonus money payment on account of the leasehold interest being acquired by Transferee, payment in excess of fair market value for services rendered by Transferee to Tenant, assets, fixtures, inventory, accounts, goodwill, equipment, furniture, general intangibles, capital stock or equity ownership.

11.5 Reimbursement of Landlord's Fees and Costs. In addition to the amounts due to Landlord under Section 11.4 above, and regardless of whether Landlord consents to or rejects the proposed Transfer, Tenant shall reimburse Landlord for all reasonable costs and expenses (including attorneys' fees and costs) Landlord incurs to analyze whether to consent to the Transfer, review and analyze all documents required and provided, determine all amounts due to Landlord under Section 11.4 and document the Transfer and Landlord's consent thereto.

11.6 Required Documents. Each permitted Transfer shall be evidenced by a written instrument in form satisfactory to Landlord, executed by Tenant and the Transferee, under which the Transferee shall agree in writing for the benefit of Landlord to assume, to perform and to abide by all of the terms, covenants and conditions of this Lease imposed upon Tenant.

11.7 Merger and Consolidation. If Tenant is a corporation which, under applicable laws, rules or guidelines, is not deemed to be a public corporation, or is an unincorporated association, a limited liability company or partnership, the transfer, assignment or hypothecation, in the aggregate of more than twenty-five percent (25%) of the total outstanding stock or interest in such corporation, association, limited liability company, or partnership shall be deemed a Transfer under this Article 11. If Tenant is a partnership or limited liability company, a permitted withdrawal or change, whether voluntary, involuntary, or by operation of law, of partners or members owning an aggregate of more than twenty-five percent (25%) of the limited liability company or the partnership or the dissolution of the limited liability company or the partnership, shall be deemed a Transfer under this Article 11.

11.8 Effect of Transfer. If Landlord consents to a Transfer, (i) the terms and conditions of this Lease shall not be deemed to have been waived or modified, (ii) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, (iii) Tenant shall deliver to Landlord, promptly after execution, an

original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord, (iv) Tenant shall furnish upon Landlord's request a complete statement, certified by an independent certified public accountant, or Tenant's chief financial officer, setting forth in detail the computation of any Profit or other Transfer Consideration Tenant has derived and shall derive from such Transfer, and (v) no Transfer relating to this Lease or agreement entered into with respect thereto, shall relieve Tenant or any guarantor of the Lease from liability under this Lease. Landlord or its authorized representatives shall have the right at all reasonable times to audit the books, records and papers of Tenant relating to any proposed Transfer, and make copies thereof. If the Profit or other Transfer Consideration respecting any Transfer shall be found understated, Tenant shall, within thirty (30) days after demand, pay the deficiency and Landlord's costs of such audit, and if understated by more than ten percent (10%), Landlord shall have the right to cancel this Lease upon thirty (30) days' notice to Tenant and the proposed Transferee.

ARTICLE 12

REPAIRS AND MAINTENANCE

12.1 Landlord's Maintenance Obligations. Except as provided in Article 13 , Landlord shall repair and maintain, and pursuant to Section 4.3, charge Tenant its Tenant's Share for the cost for Landlord to repair and maintain, all of the common areas (including parking facilities for the Building), public areas, and structural portions of the Building, including the exterior walls, under flooring and roof, basic plumbing including any interior lavatories in the Premises, heating, air conditioning and electrical systems and fire and life safety systems, including the replacement of light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures (all specialized lighting fixtures shall be maintained at the sole cost and expense of Tenant) installed or furnished by Landlord, unless such maintenance and repair becomes necessary in whole or in part due to the act, neglect, fault or omission of any duty by Tenant, its employees, agents, customers or invitees, or due to damage caused by a breaking and entering into the Premises, in which case Tenant shall pay to Landlord the entire cost of such maintenance and repair. The Monthly Base Rent and any additional rent shall not be reduced and Landlord shall not be liable under any circumstances for a loss of or injury to property, loss of profits, or for injury to or interference with Tenant's business arising from or in connection with the making of or Landlord's failure to make any repairs, maintenance, alterations or improvements in or to any portion of the Building or in or to fixtures, appurtenances and equipment therein; provided that Tenant shall be entitled to a reduction of the Monthly Base Rent and additional rent by reason of Landlord's failure to make any repair or to perform any maintenance required on the part of Landlord hereunder when such failure shall persist for an unreasonable period of time after notice of the need for such repair or maintenance is given to Landlord by Tenant. Tenant waives and releases its right to make repairs at Landlord's expense under Sections 1941 and 1942 of the California Civil Code or under any similar law, statute, or ordinance.

12.2 Tenant's Maintenance Obligations. In accordance with the terms of Article 9, Tenant shall keep the Premises in good and sanitary condition and repair the Premises at Tenant's sole cost and expense, except as provided in Section 12.1 above. Should Tenant fail to maintain the Premises in good and sanitary condition, then Landlord may provide written notice of Tenant's need to remedy the deficiency and ten (10) days to cure such deficiency. Thereafter, Landlord may service the Premises at Tenant's expense and charge Tenant additional rent for such services. Subject to Section 12.1, should any standard or regulation now or hereafter be imposed on Landlord or Tenant by a state, federal or local governmental body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, landlords or tenants, then Tenant agrees, at its sole cost and expense, to comply promptly with such standards or regulations.

ARTICLE 13

DAMAGE OR DESTRUCTION

13.1 Termination and Restoration. Tenant shall promptly notify Landlord of any damage to the Premises resulting from fire or any other casualty. If, at any time during the Lease Term except during the last twenty-four (24) months thereof, the Premises or the Building are damaged by fire or other casualty insured against by Landlord's insurance which Landlord maintains pursuant to the terms of Section 8.2 of this Lease, and Landlord's mortgagee makes such proceeds available to Landlord for repair, Landlord shall forthwith repair the same to the extent of such insurance proceeds, subject to the provisions of this Article 13 provided that such repairs

can, in Landlord's opinion, be made within three hundred sixty-five (365) days of such damage, and in such event this Lease shall remain in full force and effect. If such repairs cannot, in Landlord's opinion, be substantially completed within three hundred sixty-five (365) days of such damage, or if insurance proceeds made available to Landlord are not sufficient to cover 95% of the full unamortized replacement cost of the damage to the Premises and the Building, Landlord, at its option, shall, by written notice to Tenant given within sixty (60) days after the date of such damage, either: (i) elect to restore or repair such damage, this Lease continuing in full force and effect, or (ii) terminate this Lease as of a date specified in such notice, which date shall not be less than thirty (30) nor more than sixty (60) days after the date such notice is given. If such fire or other casualty shall have damaged the Premises or common areas necessary to Tenant's occupancy, and if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's employees, contractors, licensees, or invitees, then during the period from the date of the damage until Landlord has completed its repairs, Tenant shall be entitled during the period that Landlord is restoring the damaged areas to a reduction in the Monthly Base Rent and additional rent in the proportion that the rentable square feet of the Premises rendered unusable as a result of such damage bears to the total rentable square feet of the Premises. Landlord shall not be required to repair any injury or damage to or to make any repairs or replacements of any alterations or any other improvements installed in the Premises by or for Tenant, other than where defined, and Tenant shall at Tenant's sole cost and expense, repair and restore all tenant improvements and all other alterations and improvements in the same condition existing prior to such event. In connection with such repairs and replacements Tenant shall submit to Landlord, for Landlord's review and approval, all plans, specifications and working drawings relating thereto. Except as provided above, Tenant shall not be entitled to any compensation or damages from Landlord for damage to any of Tenant's improvements, alterations, fixtures, or Tenant's other property, for loss of use of the Premises or any part thereof, or for any damage to or interference with Tenant's business, loss of profits, or for any disturbance to Tenant caused by any casualty or the restoration of the Premises following such casualty.

Notwithstanding the foregoing, if Landlord elects not to rebuild the damaged areas, or subject to extension due to occurrences constituting force majeure, Landlord takes longer than 365 days to rebuild the damaged areas, then Tenant shall have a one-time right to cancel this Lease exercisable not later than 30 days after it becomes aware that either Landlord has elected not to restore the damaged areas or is not going to be able to timely restore the Building whichever occurs first.

13.2 Waiver of Statutory Provisions. The provisions of this Lease, including this Article 13, constitute an express agreement between Landlord and Tenant with respect to all damage to, or destruction of, all or any part of the Premises, the Building or any other portion of the Real Property, and any statute or regulation of the State of California, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises, the Building or any other portion of the Real Property.

13.3 Damage to the Building. If at any time during the Lease Term, the Building shall be so injured or damaged, whether by fire or otherwise (though the Premises may not be affected, or if affected, can be repaired within said one hundred eighty (180) days), that, within sixty (60) days after the happening of such injury, Landlord shall decide not to reconstruct or rebuild the Building; then, notwithstanding anything to the contrary contained in Section 13.1 of this Lease, upon notice in writing to that effect given by Landlord to Tenant within sixty (60) days after the date of such damage, Tenant shall pay the Monthly Base Rent and additional rent, properly apportioned up to such date, this Lease shall terminate from the date of delivery of said written notice, and both parties hereto shall thereafter be discharged of all further obligations hereunder, except as provided for in provisions of this Lease which by their terms survive the expiration or earlier termination of the Lease Term.

13.4 Damage Due to Fault of Tenant. If any damage to the Premises is due to the fault or neglect of Tenant, any person claiming through or under Tenant, or any of Tenant's servants, employees, agents, contractors, visitors or licensees, then there shall be no abatement of the Monthly Base Rent or additional rent by reason of such damages, unless Landlord is reimbursed for such abatement of the Minimum Rent or additional rent pursuant to any rental insurance policies that Landlord may, in its sole discretion, elect to carry.

13.5 Damage Near End of Term. In the event that the Premises or the Building are destroyed or damaged to any substantial extent during the last twenty-four (24) months of the Lease Term, Landlord shall have

the option to terminate this Lease by giving written notice to Tenant of the exercise of such option within thirty (30) days after such damage or destruction, in which event this Lease shall terminate as of the date of such notice, Tenant shall pay the Monthly Base Rent and additional rent, properly apportioned up to such date, and both parties hereto shall thereafter be freed and discharged of all further obligations hereunder, except as provided for in provisions of this Lease which by their terms survive the expiration or earlier termination of the Lease Term.

ARTICLE 14

DEFAULTS; REMEDIES

14.1 Events of Default. The occurrence of any of the following shall constitute a default and material breach of this Lease by Tenant:

14.1.1 Tenant's failure to pay any Monthly Base Rent, additional rent or any other charge required to be paid under this Lease, or any part thereof, within five (5) days from the due date; or

14.1.2 Tenant's failure to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant where such failure continues for fifteen (15) days after written notice thereof from Landlord to Tenant; provided that if the nature of such default is such that the same cannot reasonably be cured within a fifteen-day period, Tenant shall not be deemed to be in default if it shall commence such cure within such period and thereafter rectify and cure said default with due diligence within thirty (30) days; or

14.1.3 abandonment or vacation of the Premises by Tenant; or

14.1.4 to the extent permitted by law, a general assignment by Tenant or any guarantor of the Lease for the benefit of creditors, or the filing by or against Tenant or any guarantor of any proceeding under an insolvency or bankruptcy law, unless in the case of an involuntary proceeding filed against Tenant or any guarantor the same is dismissed within sixty (60) days, or the appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant or any guarantor, unless possession is restored to Tenant or such guarantor within thirty (30) days, or any execution or other judicially authorized seizure of all or substantially all of Tenant's assets located upon the Premises or of Tenant's interest in this Lease, unless such seizure is discharged within thirty (30) days; or

14.1.5 Tenant or any guarantor breaches or violates any of the provisions contained in the Rules and Regulations, and/or the Directives; or

14.1.6 Tenant or any guarantor loses its license to practice medicine in the State of California or otherwise is prohibited from rendering health care treatment within the State, or Tenant or any guarantor no longer is actually engaged in the practice of medicine, or Tenant or any guarantor is no longer a member of the staff of the Landlord; or

14.1.7 Tenant, any guarantor or any permitted subtenant commits an Ethical or Criminal Violation.

14.2 Remedies Upon Default. Upon the occurrence of any event of default, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity, the option to pursue one or more of the following remedies (each and all of which shall be cumulative and nonexclusive) without any notice or demand whatsoever:

14.2.1 Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution of any claim for damages therefor; and Landlord may recover from Tenant the following:

(i) The worth at the time of award of any unpaid rent which has been earned at the time of such termination; plus

(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iv) Any other amount necessary to compensate Landlord for the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including without limitation brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new tenant, whether for the same or a different use, Landlord's legal expenses and any special concessions made to obtain a new tenant; and

(v) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

The term "rent" as used in this Section 14.2 shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others. Any such sums which are based on percentages of income, increased costs or other historical data shall be reasonable estimates or projections computed by Landlord on the basis of the amounts thereof accruing during the 24-month period immediately prior to default, except that if it becomes necessary to compute such sums before a 24-month period has expired, then the computation shall be made on the basis of the amounts accruing during such shorter period. As used in Sections 14.2.1(i) and (ii), above, the "worth at the time of award" shall be computed by allowing interest at the rate of ten percent (10%) per annum. As used in Section 14.2.1(iii) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus five percent (5%).

14.2.2 If Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

14.2.3 Whether or not Landlord elects to terminate this Lease on account of any default by Tenant, Landlord shall have the right to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases, licenses, concessions or arrangements. If Landlord elects to succeed to Tenant's interest in any such subleases, licenses, concessions or arrangements, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

14.3 Form of Payment After Default. Following the occurrence of an event of default by Tenant, Landlord shall have the right to require that any or all subsequent amounts paid by Tenant to Landlord hereunder, whether in the cure of the default in question or otherwise, be paid in the form of cash, money order, cashier's or certified check drawn on an institution acceptable to Landlord, or by other means approved by Landlord, notwithstanding any prior practice of accepting payments in any different form.

14.4 Waiver of Default. No waiver by Landlord or Tenant of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other or later violation or breach of the same or any other of the terms, provisions, and covenants herein contained. Forbearance by Landlord in enforcement of one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The acceptance of any rent hereunder by

Landlord following the occurrence of any default, whether or not known to Landlord, shall not be deemed a waiver of any such default, except only a default in the payment of the rent so accepted.

14.5 Efforts to Re-let. For the purposes of this Article 14, Tenant's right to possession shall not be deemed to have been terminated by efforts of Landlord to re-let the Premises, by its acts of maintenance or preservation with respect to the Premises, or by appointment of a receiver to protect Landlord's interests hereunder. The foregoing enumeration is not exhaustive, but merely illustrative of acts which may be performed by Landlord without terminating Tenant's right to possession.

ARTICLE 15

DEFAULT BY LANDLORD

Landlord shall not be in default hereunder unless Landlord fails to perform the obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises, whose name and address shall have theretofore been furnished to Tenant, in writing specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default, and Tenant's remedies shall be limited to monetary damages. Nothing herein contained shall be interpreted to mean that Tenant is excused from paying rent due hereunder as a result of any default by Landlord.

ARTICLE 16

EMINENT DOMAIN

16.1 Permanent Taking. If the whole of the Premises or more than fifty percent (50%) of the rentable square feet thereof is taken under power of eminent domain or sold, transferred or conveyed in lieu thereof, either Landlord or Tenant shall have the right to terminate this Lease as of the earliest of the date of vesting of title or the date possession is taken by the condemning authority; such right shall be exercised by the giving of written notice to the other party on or before said date. If any part of the Building other than the Premises is taken under power of eminent domain or sold, transferred or conveyed in lieu thereof, Landlord may terminate this Lease at its option as of the earliest of the date of vesting of title or the date possession is taken by the condemning authority. In either of such events, Landlord shall receive the entire award which may be made in such taking or condemnation, and Tenant hereby assigns to Landlord any and all rights of Tenant now or hereafter arising in or to the same whether or not attributable to the value of the unexpired portion of this Lease; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any award made to Tenant for Tenant's moving expenses, or the taking of the unamortized or the undepreciated value of Tenant's personal property, or that portion of the unamortized or undepreciated portion of Tenant's improvements, which were not purchased with any funds from a tenant improvement allowance supplied by Landlord. In the event of a taking of any material portion which is less than fifty (50%) of the Premises, or a sale, transfer, or conveyance in lieu thereof, or if this Lease is not terminated by Landlord or Tenant as provided above, then this Lease shall automatically terminate as to the portion of the Premises so taken as of the earliest of the date of vesting of title or the date possession is taken by the condemning authority, and the Monthly Base Rent as well as the additional rent shall be apportioned according to the ratio that the remaining rentable square feet of the Premises bears to the total rentable square feet of the Premises. Tenant waives any and all rights it might otherwise have pursuant to Section 1265.130 of California Code of Civil Procedure.

16.2 Temporary Taking. In the event of temporary taking of all or any portion of the Premises for a period of thirty (30) days or less, then this Lease shall not terminate but the Monthly Base Rent and the additional rent shall be abated for the period of such taking in proportion to the ratio that the remaining rentable square feet of the Premises bears to the total rentable square feet of the Premises. Landlord shall be entitled to receive the entire award made in connection with any such temporary taking.

ARTICLE 17

SUBORDINATION

This Lease shall be subject and subordinate at all times to: (i) all ground leases or underlying leases now existing or hereafter executed affecting the Building or any of the Real Property, or both; and (ii) the lien of any mortgage or deed of trust now existing or hereafter executed in any amount for which any of the Building, Real Property, ground leases, underlying leases, or Landlord's interest or estate in any of said items is specified as security. Notwithstanding the foregoing, Landlord shall have the right to subordinate or cause to be subordinated any such ground leases or any such liens to underlying leases or to this Lease, and Landlord shall, at Tenant's request, use its reasonable efforts to assist Tenant in entering into a commercially-reasonable subordination, non-disturbance and attornment agreement with third parties which provides Tenant's use and enjoyment of the Premises will not be disturbed so long as Tenant is not in default under this Lease. However, the failure of Tenant to obtain such an agreement with third parties shall not create any obligation of Landlord or create any right of Tenant against Landlord under this Lease. If any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenant shall, notwithstanding any subordination, attorn to and become Tenant of the successor in interest to Landlord, at the option of such successor in interest. Tenant covenants and agrees to execute and deliver, within five (5) days of request by Landlord and in the form requested by Landlord, any additional documents evidencing the priority or subordination of this Lease with respect to any such ground leases or underlying leases or in the lien of any such mortgage or deed of trust. If Tenant fails to timely execute such additional documents, Tenant hereby appoints Landlord as Tenant's attorney-in-fact for the sole purpose of executing such additional documents on behalf of Tenant.

ARTICLE 18

ESTOPPEL CERTIFICATES AND OTHER FINANCIAL INFORMATION

18.1 Estoppel Certificates. Within fifteen (15) days following a request in writing by Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate substantially in the form of Exhibit C attached hereto indicating any exceptions thereto that may exist at that time, which certificate shall also contain any other information reasonably requested by Landlord or Landlord's mortgagee or prospective mortgagee. Failure of Tenant to timely execute and deliver such estoppel certificate shall constitute an acceptance of the Premises and an acknowledgment by Tenant that statements included in Exhibit C are true and correct.

18.2 Tenant Financial Statements. At any time during the Lease Term, Tenant shall, upon fifteen (15) days' prior written notice from Landlord, provide Landlord or any institutional lender and/or lending authority which is negotiating with Landlord for interim construction or permanent financing during the Lease Term, with a current financial statement and financial statements of Tenant for each of the two (2) years prior to the then current fiscal statement year. Such current statement shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Tenant, shall be audited by an independent certified public accountant.

ARTICLE 19

LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT; TENANT'S REIMBURSEMENT OBLIGATION.

19.1 Landlord's Cure. If Tenant shall default in the performance of its obligations under this Lease and if such default is not cured within the applicable grace period provided in Article 14, Landlord may, but shall not be obligated to, make any such payment or perform any such act on Tenant's part without waiving its right based upon any default of Tenant and without releasing Tenant from any obligations hereunder.

19.2 Tenant's Reimbursement. Except as may be specifically provided otherwise in this Lease, Tenant shall pay to Landlord, within thirty (30) days after delivery by Landlord to Tenant of statements therefor: (i) sums equal to expenditures reasonably made and obligations incurred by Landlord in connection with the remedying by

Landlord of Tenant's defaults pursuant to the provisions of Section 19.1; (ii) sums equal to all losses, costs, liabilities, damages and expenses referred to in Articles 8 and 11; and (iii) sums equal to all expenditures made and obligations incurred by Landlord in collecting or attempting to collect the Monthly Base Rent or additional rent or in enforcing or attempting to enforce any rights of Landlord under this Lease or pursuant to law , including, without limitation, all legal fees and other amounts so expended. Tenant's obligations under this Section 19.2 shall survive the expiration or sooner termination of the Lease Term.

ARTICLE 20

TENANT PARKING

Subject to such rules and regulations as may be adopted from time to time by Landlord, Tenant and Tenant's visitors and invitees shall have a non-exclusive right to use the unreserved parking spaces that currently exist on the Real Property throughout the Lease Term, conditioned upon Tenant abiding by all rules and regulations which Landlord shall prescribe from time to time for the orderly operation and use of the parking areas and Tenant's cooperation with Landlord in seeing that Tenant's employees, invitees and visitors also comply with such rules and regulations. Landlord may at any time change the size, configuration, design, layout and all other aspects of the parking areas and change the location of Tenant's parking spaces. Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of rent under this Lease, at any time close-off or restrict access to the parking facility for a reasonable period of time, to permit or facilitate any such construction, alteration, improvements or relocation. Landlord may delegate its responsibilities hereunder to a parking operator in which case such parking operator shall have all the rights of control attributed hereby to the Landlord.

ARTICLE 21

SURRENDER OF PREMISES; OWNERSHIP AND REMOVAL OF TRADE FIXTURES

21.1 Surrender of Premises. No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in a writing signed by Landlord. The delivery of keys to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease, and notwithstanding such delivery Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated. The voluntary or other surrender of this Lease by Tenant, whether accepted by Landlord or not, or a mutual termination hereof, shall not work a merger, and at the option of Landlord shall operate as an assignment to Landlord of all subleases or sub-tenancies affecting the Premises.

21.2 Removal of Tenant Property by Tenant. Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall, subject to the provisions of this Article 21, quit and surrender possession of the Premises to Landlord in as good order and condition as when Tenant took possession and as thereafter improved by Landlord and/or Tenant, reasonable wear and tear and repairs which are specifically made the responsibility of Landlord hereunder excepted. Upon such expiration or termination, Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises all debris and rubbish, and such items of furniture, equipment, free-standing cabinet work, and other articles of personal property owned by Tenant or installed or placed by Tenant at its expense in the Premises, and such similar articles of any other persons claiming under Tenant, as Landlord may, in its sole discretion, require to be removed, and Tenant shall repair at its own expense all damage to the Premises and Building resulting from such removal.

21.3 Removal of Tenant's Property by Landlord. Whenever Landlord shall re-enter the Premises as provided in this Lease, any personal property of Tenant not removed by Tenant upon the expiration of the Lease Term, or within forty-eight (48) hours after a termination by reason of Tenant's default as provided in this Lease, shall be deemed abandoned by Tenant and may be disposed of by Landlord in accordance with Sections 1980 through 1991 and Sections 1993 through 1993.09 of the California Civil Code and Section 1174 of the California Code of Civil Procedure, or in accordance with any laws or judicial decisions which may supplement or supplant those provisions from time to time.

21.4 Landlord's Property. All fixtures, alterations, additions, repairs, improvements and/or appurtenances attached to or built into, on, or about the Premises prior to or during the Lease Term, whether by Landlord at its expense or at the expense of Tenant, or by Tenant at its expense, or by previous occupants of the Premises, shall be and remain part of the Premises and shall not be removed by Tenant at any time, unless otherwise expressly provided for in this Lease or such removal is required by Landlord pursuant to the provisions of Article 9. If Tenant shall fail to complete such required removal and repair such damage, Landlord may do so and may charge the cost thereof to Tenant. Such fixtures, alterations, additions, repairs, improvements and/or appurtenances to remain at the Premises shall include, without limitation, floor coverings, drapes, paneling, molding, doors, kitchen and dishwashing fixtures and equipment, plumbing systems, electrical systems, lighting systems, silencing equipment, communication systems, all fixtures and outlets for the systems mentioned above and for all telephone, radio, telegraph and television purposes, and any special flooring or ceiling installations.

21.5 Landlord's Actions on Premises. Tenant waives all claims for damages or other liability in connection with Landlord's re-entering and taking possession of the Premises or removing, retaining, storing or selling the property of Tenant as herein provided, and Tenant hereby indemnifies and holds Landlord harmless from any such damages or other liability, and no such re-entry shall be considered or construed to be a forcible entry.

ARTICLE 22

MISCELLANEOUS PROVISIONS

22.1 Survival Of Provisions. If any provision of this Lease shall be determined to be void, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect.

22.2 Entire Agreement. There are no oral agreements between the parties hereto affecting this Lease and this Lease supersedes and cancels any and all previous negotiations, agreements and understandings, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This Lease contains all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, shall be considered to be the only agreement between the parties hereto, and none of the terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed by the parties hereto. All prior negotiations and oral agreements have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the representations and agreements contained in this Lease.

22.3 Compliance with Law. Tenant shall not do or allow anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation or requirement. At its sole cost and expense, Tenant shall promptly comply with all governmental measures excluding structural changes or changes to the Building's life safety system not related to or affected by the alterations, additions, improvements or acts, omissions or negligence of Tenant or any person claiming by, through or under Tenant, or any of their employees, contractors, agents, invitees or licensees, or by the use or occupancy by Tenant or any such person. Tenant shall be solely responsible at its cost and expense to comply within the Premises with the Americans with Disabilities Act of 1990 as same may be amended from time to time (the "ADA"), and all present and future federal, state and local laws promulgated with the intent of aiding those persons who are considered to be disabled, as well as, compliance with the ADA as it applies to Tenant's employees. Tenant shall not be responsible to comply with the ADA as to the common areas and other portions of the Building other than the Premises, except that Tenant, at its sole cost and expense, shall be solely responsible to comply with the ADA with respect to common areas of the Building which result solely and exclusively from improvements or alterations made by Tenant in the Premises after the Lease Commencement Date. The judgment of any court of competent jurisdiction or the admission of Tenant in any judicial action, regardless of whether Landlord is a party thereto, that Tenant has violated any governmental measures shall be conclusive of that fact as between Landlord and Tenant. Pursuant to California Civil Code section 1938, Landlord hereby discloses that the Building and Premises being leased or rented has not undergone inspection by a Certified Access Specialist (CASp).

22.4 Sale of Building or Real Property by Landlord. Each conveyance by Landlord of Landlord's interest in the Building or the Real Property prior to expiration or termination hereof shall be subject to this Lease and shall relieve the grantor of any further obligations or liability as Landlord, except if such obligations or liability arose prior to the date of such conveyance. Tenant shall attorn to Landlord's successors in interest, whether such interest is acquired by sale, transfer, foreclosure, deed in lieu of foreclosure or otherwise.

22.5 Quiet Enjoyment. Upon Tenant paying the Monthly Base Rent and all additional rent and performing all of Tenant's obligations under this Lease, Tenant may peacefully and quietly enjoy the Premises during the Lease Term as against all persons or entities lawfully claiming by or through Landlord, subject, however, to the provisions of this Lease and to any mortgages or ground or underlying leases of all or any portion of the Real Property.

22.6 Entry by Landlord. Landlord may at all reasonable times and upon reasonable notice to the Tenant enter the Premises to: (i) inspect them; (ii) show the Premises to prospective purchasers, mortgagees or tenants, or to the ground or underlying lessors; (iii) post notices of non-responsibility; or (iv) alter, improve or repair the Premises or the Building if necessary to comply with current building codes or other applicable laws, or for structural alterations, repairs or improvements to the Building. Landlord may enter the Premises at any time to (i) perform services required of Landlord, (ii) take possession due to any breach of this Lease in the manner provided herein; and (iii) perform any covenants of Tenant which Tenant fails to perform. Landlord may make any such entries without the abatement of rent and may take such reasonable steps as required to accomplish the stated purposes. Tenant waives any claims for damages or for any injuries or inconvenience to or interference with Tenant's business, lost profits, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the above purposes, Tenant shall provide and Landlord shall at all times have a key with which to unlock all the doors in the Premises (excluding Tenant's vaults, safes and special security areas designated in advance by Tenant). In an emergency, Landlord shall have the right to use any means that Landlord may deem proper to enter the Premises. Any entry into the Premises by Landlord in the manner described herein shall not be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an actual or constructive eviction of Tenant from any portion of the Premises.

22.7 Landlord's Right to Relocate Premises. Landlord may move Tenant to other space in the Building comparable to the Premises, and all terms hereof shall apply to the new space with equal force. In such event, Landlord shall give Tenant at least thirty (30) days' prior written notice, shall provide Tenant, at Landlord's sole cost and expense, with tenant improvements at least equal in quality to those in the Premises and shall move Tenant's effects to the new space at Landlord's sole cost and expense at such time and in such manner as to inconvenience Tenant as little as practicable. Simultaneously with such relocation of the Premises, the parties shall immediately execute an amendment to this Lease stating the relocation of the Premises.

22.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental actions, moratoria, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage, except the obligations imposed with regard to rental and other charges to be paid by Tenant pursuant to this Lease.

22.9 Cumulative Rights. The various rights, options, elections, powers and remedies contained in this Lease shall be construed as cumulative and no one of them shall be exclusive of any of the others, or of any other legal or equitable remedy which either party might otherwise have in the event of breach or default in the terms hereof, and the exercise of one right or remedy by such party shall not impair its right to any other right or remedy until all obligations imposed upon the other party have been fully performed.

22.10 Time. Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Lease.

22.11 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, and neither the method of computation of rent nor any other provision contained in this Lease nor any

acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

22.132 Exculpation. The obligations of Landlord under this Lease do not constitute personal obligations of Landlord, and Tenant shall look solely to Landlord's interest in the Real Property and to no other assets of Landlord for satisfaction of any liability with respect to this Lease and shall not seek recourse against Landlord herein nor against any of its personal assets for such satisfaction.

22.13 Memorandum of Lease. Tenant shall not record this Lease without the express written consent of Landlord, and shall execute, acknowledge and deliver at any time after the date of this Lease, at the request of Landlord, a "memorandum of lease" suitable for recording.

22.14 Notices. All notices, demands, statements or communications given or required to be given by either party to the other hereunder shall be in writing, shall be sent by United States certified or registered mail, postage prepaid, return receipt requested, or delivered personally or sent by recognized overnight air courier service (i) to Tenant at the appropriate address set forth in Article 1 , or to such other place as Tenant may from time to time designate in a notice to Landlord; or (ii) to Landlord at the addresses set forth in Article 1 , or to such other firm or to such other place as Landlord may from time to time designate in a notice to Tenant. Any notice will be deemed given two (2) days after the date it is mailed as provided in this Section 22.14 or upon the date personal delivery is made. If Tenant is notified of the identity and address of Landlord's mortgagee or ground or underlying lessor, Tenant shall give to such mortgagee or ground or underlying lessor written notice of any default by Landlord under the terms of this Lease by registered or certified mail, and such mortgagee or ground or underlying less or shall be given a reasonable opportunity to cure such default prior to Tenant's exercising any remedy available to Tenant.

22.15 Permitted Successors. The Lease shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, assigns and other successors in interest of each of the parties; provided that the foregoing shall not be deemed to permit any assignment or sublease under this Lease except as expressly permitted herein.

22.16 Captions. The captions in this Lease are for reference purposes only and have no effect upon the construction or interpretation of any part hereof. The use herein of the singular includes the plural and vice versa, and the use herein of the neuter gender includes the masculine and the feminine and vice versa, whenever and wherever the context so requires.

22.17 Joint and Several. If there is more than one Tenant, the obligations imposed upon each party comprising the Tenant under this Lease shall be joint and several.

22.18 Authority. If Tenant is a corporation or partnership, each individual executing this Lease on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in California and that Tenant has full right and authority to execute and deliver this Lease and that each person signing on behalf of Tenant is authorized to do so.

22.19 Attorney's Fees. If either party commences litigation against the other for the specific performance of this Lease, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, the parties waive any right to a trial by jury and, in the event of any such commencement of litigation, the prevailing party shall be entitled to recover from the other party such costs and reasonable attorneys' fees as may have been incurred. Further, if for any reason Landlord consults legal counsel or otherwise incurs any costs or expenses as a result of its rightful attempt to enforce this Lease, even though no litigation is commenced, or if commenced is not pursued to final judgment, Tenant shall be obligated to pay to Landlord, in addition to all other amounts for which Tenant is obligated hereunder, all of Landlord's reasonable costs and expenses incurred in connection with any such acts, including reasonable attorneys' fees.

22.20 Governing Law; Proper Venue For Actions; Tenant's Agent For Service of Process. This Lease shall be deemed to be made and entered into in the State of California and shall be governed by, and construed in accordance with the internal laws of the State of California without regard to conflict of law principles as applicable to contracts made in and to be entirely performed within the State of California. Landlord and Tenant hereby

consent to the personal jurisdiction of the Superior Court of California located in the same county as the Building and agree that any action relating to or arising out of this Lease shall be instituted and prosecuted only in such court, except that any actions to enforce any judgment or writ of attachment shall be prosecuted through the courts of the state in which the assets subject to such enforcement action are located. Furthermore, Tenant agrees that it shall designate and keep in full force and effect at Tenant's sole cost and expense, an agent for service of process authorized to accept legal process in the State of California throughout the entire Lease Term. The failure to maintain such an agent shall be deemed to be a material default under this Lease, and shall permit Landlord to exercise any remedies permitted to be exercised under applicable law.

22.21 Brokers. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease except Cassidy Turley Commercial Real Estate Services, Inc., dba Cushman & Wakefield, and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent, other than that specified herein.

22.22 Mechanic Liens. Tenant shall keep the Premises and the Real Property free from any mechanics', material men's or other liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant or any person or entity claiming by, through or under Tenant. Landlord shall have the right at all times to post and keep posted on the Premises any notices which it deems necessary for protection from such liens. If any such liens are filed and are not released of record by payment or posting of a proper bond within five (5) days after notice of such lien is delivered by Landlord to Tenant, Landlord may, without waiving its rights and remedies based on such breach by Tenant and without releasing Tenant from any obligations hereunder, cause such liens to be released by any means it shall deem proper, including payment of the claim giving rise to such lien in which event all amounts paid by Landlord shall immediately be due and payable by Tenant.

22.23 Independent Covenants. This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the rent or other amounts owing hereunder against Landlord; provided, however, the foregoing shall in no way impair the right of Tenant to commence a separate action against Landlord for any violation by Landlord of the provisions hereof so long as notice is first given to Landlord and any holder of a mortgage or deed of trust covering the Building, Real Property or any portion thereof (of whose address Tenant has theretofore been notified) and an opportunity is granted to Landlord and such holder to correct such violations as provided above.

22.24 Building Name. Landlord shall have the right at any time to change the name of the Building, to increase the size of the Real Property by adding additional real property thereto, to construct other buildings or improvements on any portion of the Real Property, to change the location and/or character of or to make alterations or additions to the Real Property. Tenant shall not use the Building's name for any purpose other than as a part of its business address. Any use of such name in the designation of Tenant's business shall constitute a default under this Lease.

22.25 Building Directory. No sign, advertisement, or notice shall be inscribed, painted, or affixed on any part of the inside or outside of the Building or on the Real Estate unless of such color, size, and style and in such place upon or in the Building as shall be first designated by Landlord in writing but there shall be no obligation or duty on Landlord to allow any sign, advertisement or notice to be inscribed, painted, or affixed on any part of the inside or outside of the Building. A directory in a conspicuous place, with names and locations of tenants, will be provided by Landlord.

22.26 Transportation Management. At Tenant's sole cost and expense, Tenant shall fully comply with all present or future programs intended to manage parking, transportation and/or traffic in and around the Building, and in connection therewith, Tenant shall take responsible action for the transportation planning and management of all of its employees located at the Premises by working directly with Landlord, any transportation management

consultant appointed by Landlord or any governmental entity or authority, any governmental transportation management organization or any other transportation-related committees or entities. Such programs may include, without limitation, (i) adhering to restrictions on the number of peak-hour vehicle trips generated by Tenant; (ii) increased vehicle occupancy; (iii) implementing an in-house ridesharing program and an employee transportation coordinator; (iv) working with employees and any Building or area-wide ridesharing program manager; (v) instituting employer-sponsored incentives (financial or in-kind) to encourage employees to rideshare; and (vi) utilizing flexible work shifts for employees.

22.27 No Discrimination. Tenant covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through Tenant, that this Lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, sex, religion, marital status, ancestry, disability or national origin in the leasing, subleasing, transferring, use or enjoyment of the Premises, nor shall Tenant itself, or any person claiming under or through Tenant, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sub-lessees, subtenants or vendees in the Premises.

22.28 Hazardous Material.

22.28.1 Definition. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iii) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (iv) petroleum, (v) asbestos, (vi) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (vii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), (viii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6902 et seq. (42 U.S.C. § 6903), or (ix) defined as a "hazardous substance" pursuant to Section 101 of the Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601).

22.28.2 Medical Waste Management. Tenant shall fully comply, at its sole cost and expense, with the provisions of the California Medical Waste Management Act (California Health and Safety Code Sections 117600 et. seq.). The unlawful disposal of medical waste, or any other violation of the California Medical Waste Management Act, shall be a material breach of this Lease. Landlord may institute rules and regulations regarding compliance by tenants and occupants of the Building with the California Medical Waste Management Act, but no such rule or regulation shall excuse Tenant from its own responsibility for compliance with the California Medical Waste Management Act.

22.28.3 Compliance Cost. Tenant acknowledges that Landlord may incur costs (i) for complying with laws, codes, regulations or ordinances relating to Hazardous Material, or (ii) otherwise in connection with Hazardous Material, including, without limitation, the following: (a) Hazardous Material present in soil or ground water; (b) Hazardous Material that migrates, flows, percolates, diffuses or in any way moves onto or under the Real Property; (c) Hazardous Material present on or under the Real Property as a result of any discharge, dumping or spilling (whether accidental or otherwise) on the Real Property by other tenants of the Real Property or their agents, employees, contractors or invitees, or by others; and (d) material which becomes Hazardous Material due to a change in laws, codes, regulations or ordinances which relate to hazardous or toxic material, substances or waste. Tenant agrees that the costs incurred by Landlord with respect to, or in connection with, complying with laws, codes, regulations or ordinances relating to Hazardous Material shall be an Operating Expense, unless the cost of such compliance, as between Landlord and Tenant, is made the responsibility of Tenant under this Lease. To the extent any such Operating Expense relating to Hazardous Material is subsequently recovered or reimbursed through

insurance, or from responsible third parties, or from some other action, Tenant shall be entitled to a proportionate share of such Operating Expense to which such recovery or reimbursement relates.

22.29 No Air Rights. No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease. If at any time any windows of the Premises are temporarily darkened or the light or view therefrom is obstructed by reason of any repairs, improvements, maintenance or cleaning in or about the Building, the same shall be without liability to Landlord and without any reduction or diminution of Tenant's obligations under this Lease.

22.30 Modification and Short Form of Lease. Should any current or prospective mortgagee or ground lessor for the Building require a modification or modifications of this Lease, which will not cause an increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of Tenant hereunder, then, Tenant agrees that this Lease may be so modified and agrees to execute whatever documents are required therefor and deliver the same to Landlord within ten (10) days following the request therefor. Should Landlord or any such current or prospective mortgagee or ground lessor require execution of a short form of Lease for recording, containing, among other customary provisions, the names of the parties, a description of the Premises and the Lease Term, Tenant agrees to execute such short form of Lease and to deliver the same to Landlord within ten (10) days following the request therefor.

22.31 Right to Lease. Landlord may effect such other tenancies in the Building and within the Real property as Landlord in the exercise of its sole business judgment shall determine to best promote the interests of the Building and the Real Property. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or type or number of tenants shall, during the Lease Term, occupy any space in the Building or the Real Property.

22.32 Patient Records. Tenant consents, acknowledges, and agrees that (a) Tenant shall be solely responsible, at Tenant's sole cost, for maintaining and disposing of all patient records and all confidential information which may come into Tenant's possession which shall always be undertaken by Tenant in accordance with all applicable present and future laws and rulings, and (b) Landlord shall not have any obligation, responsibility or duty to maintain and/or dispose of any patient records or confidential information described in item (a) herein, and Landlord specifically disclaims any such obligation, responsibility or duty.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed and delivered this Lease as of the day and year first above written.

LANDLORD:

SETON MEDICAL CENTER, a California nonprofit public benefit corporation

By: [redacted]
John Ferrelli, President and CEO

TENANT:

WOMEN'S HEALTH GROUP, A MEDICAL CORPORATION, a California professional corporation

By: [redacted]
Katie Shapiro, M.D., President

[redacted]
Katie Shapiro, M.D., an individual

EXHIBIT A

THE PREMISES

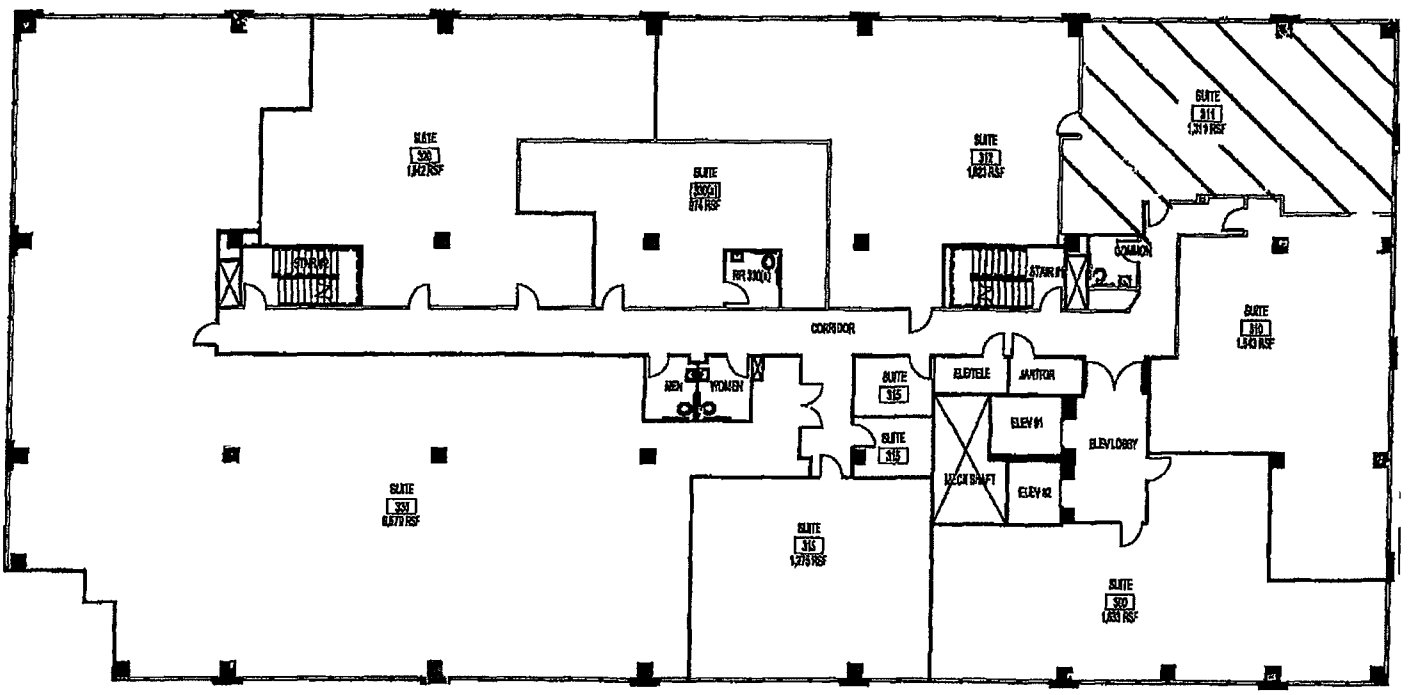


EXHIBIT B

SETON MEDICAL OFFICE BUILDING
(1850 Sullivan Avenue)

RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the following Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Building.

1. Tenant shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord's prior written consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant. Two keys will be furnished by Landlord for the Premises, and any additional keys required by Tenant must be obtained from Landlord at a reasonable cost to be established by Landlord. Upon termination of the Lease, all keys to the Building and the Premises shall be surrendered to Landlord.

2. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises.

3. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building during such hours as are customary for comparable buildings in the greater San Mateo County area. Tenant, its employees and agents must be sure that the doors to the Building are securely closed and locked when leaving the Premises if it is after the normal hours of business for the Building. Any tenant, its employees, agents or any other persons entering or leaving the Building at any time when it is so locked, or any time when it is considered to be after normal business hours for the Building, may be required to sign the Building Register when so doing. Access to the Building may be refused unless the person seeking access has proper identification or has a previously arranged a pass for access to the Building. The Landlord and his agents shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building during the continuance of same by any means it deems appropriate for the safety and protection of life and property.

4. No furniture, freight or equipment of any kind shall be brought into the Building without prior notice to Landlord. All moving of the same into or out of the Building shall be scheduled with Landlord and done only at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Building and also the times and manner of moving the same in and out of the Building. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property in any case. All damage done to any part of the Building, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility of Tenant and any expense of said damage or injury shall be borne by Tenant.

5. If Tenant uses Laboratory Specimen Deposit boxes they must be located within the Premises. No deposit boxes are allowed in the common area hallways on the ground, mounted on the walls or hung on doors.

6. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevators, except between such hours in such specific elevator, and only after Tenant has affixed hanging pads in the elevators carrying such materials.

7. Landlord shall have the right to control and operate the public portions of the Building, the public facilities, the heating and air conditioning, and any other facilities furnished for the common use of Tenants, in such manner as is customary for comparable buildings in the greater San Mateo area.

8. The requirements of Tenant will be attended to only upon application at the Office of the Building or at such office location designated by Landlord. Employees of Landlord shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord.

9. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate with Landlord or agent of Landlord to prevent same.

10. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or agents, shall have caused it.

11. Tenant shall not overload the floor of the Premises, nor mark, drive nails or screws, or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof without Landlord's consent first had and obtained.

12. No vending machine or machines of any description other than fractional horsepower office machines shall be installed, maintained or operated upon the Premises without the written consent of Landlord.

13. Tenant shall not use or keep in or on the Premises of the Building any kerosene, gasoline or other inflammable or combustible fluid or material.

14. Tenant shall not use any method of heating or air conditioning other than that which may be supplied by Landlord, without the prior written consent from Landlord.

15. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors, or vibrations, or interfere in any way with other Tenants or those having business therein.

16. Tenant shall not bring into or keep within the Building or the Premises any animals, birds, bicycles or other vehicles.

17. No cooking shall be done or permitted by any Tenant on the Premises, nor shall the Premises be used for the storage of merchandise, for lodging, or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, Underwriters' laboratory-approved equipment may be used in the Premises for brewing coffee, tea, hot chocolate and similar beverages, provided that such use is in accordance with all applicable Federal, state and city laws, codes, ordinances, rules and regulations.

18. Landlord will approve where and how telephone and telegraph wires are to be introduced to the Premises. No boring or cutting for wires shall be allowed without the consent of Landlord. The location of telephone, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.

19. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

20. Tenant, its employees and agents shall not loiter in the entrances or corridors, nor in any way obstruct the sidewalks, lobby, halls, stairways or elevators, and shall use the same only as a means of ingress and egress for the Premises.

21. In all carpeted areas where desks and chairs are utilized, Landlord shall require Tenant, at Tenant's own cost, to place mats under each and every chair in order to protect said carpeting from unnecessary wear and tear.

22. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to ensure the most effective operation of the Building's heating and air conditioning system, and shall refrain from attempting to adjust any controls.

23. Tenant shall store all its trash and garbage within the interior of the Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage the City of Daly City without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entry-ways and elevators provided for such purposes at such times as Landlord shall designate.

24. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

25. Tenant shall assume any and all responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.

26. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all tenants of the Building.

27. No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of Landlord. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises without the prior written consent of Landlord. All electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent and/or of a quality, type, design and bulb color approved by Landlord.

28. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills.

29. Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises and Building, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Landlord shall not be responsible to Tenant or to any other person for the nonobservance of the Rules and Regulations by another tenant or other person. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.

30. If Tenant is a physician or other type of healthcare practitioner who treats patients at the Premises, then Tenant will assure Landlord that its patients will only occupy Tenant's designated waiting room or reception area within the Premises, and if said waiting room or reception area is filled to capacity at any time, then any patients and/or their family members who cannot be accommodated in the waiting room or reception area will not be permitted to congregate, sit or occupy the hallways immediately adjacent to the Premises.

Parking Rules & Regulations

1. Parking areas shall be used only for parking of vehicles no longer than full size, passenger automobiles.

2. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's agents, employees, or invitees to be loaded, unloaded, or parked in areas other than those designated by Landlord for such activities.

3. Parking stickers or identification devices shall be the property of Landlord and shall be returned to Landlord by the holder thereof upon termination of the holder's parking privileges. Tenant shall pay such replacement charge as is reasonably established by Landlord for the loss of such stickers or devices.

4. Landlord reserves the right to refuse the issuance of monthly identification stickers or devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements.

5. Landlord reserves the right to relocate all or a part of parking spaces from floor to floor, within one floor, and/or to reasonably adjacent offsite location(s), and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.

6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.

7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Landlord will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.

8. Validation, if established, will be permissible only by such method or methods as Landlord and/or its licensee may establish at rates generally applicable to visitor parking.

9. The maintenance, washing, waxing or cleaning of vehicles in the parking structure of Common Areas is prohibited.

10. Tenant shall be responsible for seeing that all of its agents, employees, and invitees comply with the applicable parking rules, regulations, laws and agreements.

11. Landlord reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking areas.

12. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

EXHIBIT C

SETON MEDICAL OFFICE BUILDING
(1850 Sullivan Avenue)

FORM OF TENANT'S ESTOPPEL CERTIFICATE

The undersigned as Tenant under that certain Lease made and entered into as of _____ by and between Seton Medical Center, as Landlord, and the undersigned as Tenant, for Premises on the _____floor of Seton Medical Office Center certifies as follows:

1. Attached hereto as Exhibit A is a true and correct copy of the Lease and all amendments and modifications thereto. The documents contained in Exhibit A represent the entire agreement between the parties as to the Premises.

2. The undersigned has commenced occupancy of the Premises described in the Lease, currently occupies the Premises, and the Lease Term commenced on _____.

3. The Lease is in full force and effect and has not been modified, supplemented or amended in any way except as provided in Exhibit A.

4. Tenant has not transferred, assigned, or sublet any portion of the Premises nor entered into any license or concession agreements with respect thereto except as follows:

5. Tenant shall not modify the documents contained in Exhibit A or prepay any amounts owing under the Lease to Landlord in excess of thirty (30) days without the prior written consent of Landlord's mortgagee.

6. Monthly Base Rent became payable on _____.

7. The Lease Term expires on _____.

8. All conditions of the Lease to be performed by Landlord necessary to the enforceability of the Lease have been satisfied.

9. No rental has been paid in advance and no security has been deposited with Landlord except as provided in the Lease.

10. As of the date hereof, there are no existing defenses or offsets that the undersigned has, which preclude enforcement of the Lease by Landlord.

11. All monthly installments of Monthly Base Rent, all additional rent and all monthly installments of estimated additional rent have been paid when due through _____. The current monthly installment of Monthly Base Rent is $_____.

12. The undersigned acknowledges that this estoppel certificate may be delivered to Landlord's mortgagee, Landlord's prospective mortgagee, or a prospective purchaser, and acknowledges that it recognizes that if same is done, such mortgagee, prospective mortgagee, or prospective purchaser will be relying upon the statements contained herein in making the loan or acquiring the property of which the Premises are a part, and in accepting an assignment of the Lease as collateral security, and that receipt by it of this certificate is a condition of making of the loan or acquisition of such property.

Executed at _____ on the _____ day of _____, 20___.

"Tenant"

By: _____

EXHIBIT D

JANITORIAL SPECIFICATIONS FOR SETON MEDICAL OFFICE CENTER

A. JANITORIAL SERVICE SPECIFICATIONS FOR TENANT AND MEDICAL SUITES

1. NIGHTLY SERVICES

a. Secure all lights as soon as possible each night.
b. Clean all sinks and counters with hospital germicide.
c. Clean all toilets, toilet seat, fixtures, etc. with hospital germicide.
d. Spot clean restroom, examination and lab area walls with hospital germicide.
e. Hand wipes all tables, counters and work areas with disinfectant/ germicide.
f. Dust mop all resilient and compositions floors with treated dust mop. Damp mop to remove spills and water stains with disinfectant/ germicide.
g. Clean base of all examination chairs and examination tables.
h. Hand dusts all examination equipment with the exception of items that should be sterile.
i. Dust all desk and office furniture with treated dust cloths.
j. Paper and folders and desk are not to be moved.
k. Empty all ash trays and ash urns. Clean sanitize as required.
l. Empty all waste paper baskets and other trash containers.
m. Remove all trash from floors to the designated areas. "Red Bag" trash to be removed to designated area at the hospital.
n. Spot clean and vacuum all carpets.
o. Remove finger prints, dirt smudges, graffiti, etc., from all doors, frames, glass partition, windows, lights switches, walls, etc.
p. Particular attention to be given to waiting rooms and reception areas as to provide a neat and clean appearance.
q. Return chairs, magazines, waste baskets, etc., to proper positions.
r. Clean, sanitize and polish drinking fountains.
s. Dust and remove debris form all metal doors thresholds.

2. Weekly Services

a. Dust all low reach areas including, but not limited to chair rungs, structural and furniture ledges, base boards, windows sills, door louver, wood paneling molding, etc.
b. Dust inside off all door jams.
c. Sanitize telephone receivers.

3. Monthly Services

a. Dust all high reach areas including, but not limited to tops of door frames, structural and furniture ledges, air conditioning diffusers and return grills, top of partitions, picture frames, etc.
b. Vacuum upholstered furniture.
c. Scrub floors and re-coat.
d. Shower-scrub or otherwise recondition all resilient or composition flooring to provide a level of appearance equivalent to completely refinished floors.
e. Dust all vertical blinds at exterior windows.

B. RESTROOM SERVICE SPECIFICATION

1. Nightly Service

a. Restock all restrooms with supplies from the building's stock, including paper towels, toilet tissue, seat covers, sanitary napkins, tampons, and hand soap as required.
b. Wash and polish all mirrors, dispensers, faucets, flushometers, and bright work with non-scratch disinfectant cleaner.
c. Wash and sanitize all toilets, toilet seats, urinals and sinks with non-scratch disinfectant cleaner. Wipe dry all sinks.
d. Remove stains; descale toilets, urinal and sinks as required.
e. Mop all restroom floors with disinfectant germicidal solution.
f. Empty and sanitize all waste and sanitary napkins and tampons receptacles, replace liners from building stock.
g. Remove all restroom trash from building.
h. Spot Clean finger print, marks and graffiti from walls, partition glass, aluminum and light switches as required.
i. Empty and damp wipe all ashtrays.
j. Report all fixtures not working properly to supervisor, Janitorial Supervisor to leave list at lobby guard's console.
k. Clean, sanitize and disinfect showers and shower areas.

2. Weekly Services

a. Dust all low reach and high reach areas including, but not limited to structural ledges, mirrors tops partition tops and edges, air conditioning diffusers and return air grills.

3. Monthly Services

a. Wipe down all tile walls and metal partitions. Partitions shall be left in an unstreaked condition after this work.
b. Clean all ventilation grills.
c. Scrub Floors.
d. Dust all doors and door jams.
e. Thoroughly clean and reseal all ceramic tile floors, using approved sealers.

FIRST AMENDMENT TO SETON MEDICAL OFFICE BUILDING LEASE

This First Amendment to Office Lease ("Amendment") is entered into as of April 26, 2019, by and among Verity Holdings, LLC, a California limited liability company and successor-in-interest to Seton Medical Center ("Landlord"), Women's Health Group, A Medical Corporation, a California professional corporation ("WHG") and Katie Shapiro, M.D., an individual ("Dr. Shapiro," and with WHG, collectively, "Tenant"), with reference to the following facts:

RECITALS

A. On or about July 29, 2016, Seton Medical Center ("Seton") (as landlord) and Tenant entered into an Amended And Restated Seton Medical Office Building Lease ("Lease"), for Suite 312 containing approximately 1,311 rentable square feet ("Premises"), in a medical office building located at 1850 Sullivan Avenue, Daly City, California 94015 ("Building"). All capitalized terms used but not otherwise defined in this Amendment shall have the same meaning as ascribed to them in the Lease.

B. On or about June 30, 2016, Landlord acquired title to the Building and became the successor-in-interest to Seton under the Lease.

C. Landlord and Tenant desire to extend the Lease Term and amend the Lease on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Lease, as follows:

1. Landlord's Assumption of Seton's Rights And Obligations. Landlord hereby reaffirms it has assumed all rights and obligations of Seton arising under the Lease. From and after June 30, 2016, all references in the Lease to Landlord shall mean Verity Holdings, LLC, rather than Seton.

2. Extended Lease Term; Early Termination Right. The Lease Term is extended to April 30, 2020. However, during the extended Lease Term, Landlord or Tenant may terminate this Lease earlier than April 30, 2020, effective as of the last day of any calendar month, for any reason or no reason, after giving at least thirty (30) days' prior written notice to the other party.

3. Monthly Base Rent. From May 1, 2019 through April 30, 2020, the Monthly Base Rent shall be $3,780.92.

4. Landlord's Performance. Tenant hereby acknowledges that Landlord has fully performed all of its obligations under the Lease as of the date of this Amendment and that Tenant has no claims, off-sets, or defenses as to its continuing and future obligations under the Lease as amended herein.

5. Brokers. Landlord and Tenant hereby confirm that neither party has retained any leasing broker(s) in connection with this Amendment and each party agrees to defend, indemnify and hold harmless the other party from any claims for compensation made by any other leasing broker who asserts s/he represented such party in connection with this Amendment.

6. Waiver. Except as set forth herein, nothing contained in this Amendment shall be construed to modify, waive, impair or effect any of the provisions, covenants, agreements, terms or conditions of the Lease, as amended, or to waive any breach thereof or any right of the Landlord against any person, firm, association or corporation liable or responsible for the performance therefore or to enlarge or increase Landlord's obligations under the Lease; and all such provisions, covenants, agreements, terms and conditions of the Lease are hereby declared to be in full force and effect.

7. Reservation of Rights and Remedies. Landlord reserves all of its rights and remedies under the Lease, and all rights and remedies at law or at equity.

8. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of California, without regard to any conflict of law principles.

9. Recitals and Ratification. All of the Recitals set forth above are incorporated in this Amendment. Except as modified herein, the Lease is hereby ratified and confirmed and remains in full force and effect.

10. Headings. The headings for the paragraphs herein are for convenience only and shall not be deemed to explain or modify any of the provisions of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

LANDLORD:

Verity Holdings, LLC, a California limited liability company

By: Verity Health System of California, Inc., a California corporation, its Sole Member

By: [redacted]

Its: CEO, VHS

TENANT:

Women's Health Group, A Medical Corporation, a California professional corporation

By: [redacted]

Katie Shapiro, M.D., President

[redacted]

Katie Shapiro, M.D., an individual

2I

AMENDED AND RESTATED
CALL COVERAGE AGREEMENT FOR GENERAL SURGERY

This Call Coverage Agreement ("**Agreement**") is made and entered into as of June 1, 2014 (the "**Effective Date**"), by and between Seton Medical Center, a California nonprofit religious corporation ("**Hospital**"), and Robert Perez, M.D. ("**Physician**").

RECITALS

A. Hospital owns and operates a general acute care hospital located at 1900 Sullivan Avenue, Daly City, California, in which is located a General Surgery Department ("**Department**"). Hospital is affiliated with the Daughters of Charity Health System ("**DCHS**").

B. Physician is duly qualified and licensed to practice medicine in the State of California, is experienced and qualified to provide professional services in the specialized field of General Surgery ("**Professional Services**"), and is a member of Hospital's Medical Staff ("**Medical Staff**"). Physician is willing to provide Professional Services upon the terms and conditions set forth in this Agreement.

C. In order to assure adequate medical care in the Department, Hospital desires to engage Physician to provide Professional Services to Hospital patients who present in the Department and require specialized services.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. Professional Services. Physician shall provide Professional Services as set forth in the "**Description of Services**," attached hereto as Exhibit A, on dedicated coverage shifts of twenty-four (24) hour duration ("**Coverage Shifts**"), pursuant to the Department's pre-established schedule, as may be in effect and amended from time to time. Physician shall ensure that all Professional Services are performed only by a competent Physician who satisfies all of the requirements set forth herein.

1.1. Coverage Shifts Generally. During each Coverage Shift, Physician shall provide Professional Services to unassigned patients who present to the Hospital's emergency department and to Hospital's inpatients who are in need of medical care in physician's clinical specialty ("**Physician's Specialty**"), regardless of patients' insurance status or ability to pay. Physician shall be unencumbered by conflicting duties or responsibilities and shall respond in accordance with the requirements set forth in this Section 1, Hospital's Medical Staff Bylaws and Rules and Regulations, and the Department's Policies and Procedures during each Coverage Shift for which Physician is scheduled.

1.2. On-Call Coverage Shifts. During each on-call Coverage Shift, Physician shall ensure that he/she (a) responds by telephone within thirty (30) minutes of receiving a telephone call or page from the Department and (b) arrives in the Department within a timeframe appropriate to the acuity of the patient and based on Medical Staff protocols or as otherwise required by medical necessity. In the event Physician fails to perform any of the Coverage Shifts required hereunder, Hospital, in its sole discretion, may contract with another provider to perform such Coverage Shifts. Any costs incurred by Hospital in connection with arranging Coverage Shifts, as described herein, with another provider shall be paid by Physician.

2. Qualifications of Physician. Physician, at all times during the term of this Agreement, shall (a) be duly licensed as a physician under California law; (b) be Board Certified (or, with the approval of Hospital's President and CEO, or his/her designee, Board Eligible) in Physician's Specialty; (c) be a member in good standing of the Medical Staff of Hospital, with privileges in Physician's Specialty; (d) maintain an unrestricted federal Drug Enforcement Administration ("**DEA**") registration number; (e) be a participating provider in the Medicare and Medi-Cal programs; and (f) maintain insurance coverage as set forth in Section 15 of this Agreement. Physician shall provide documentation of compliance with all provisions of this Section to Hospital upon request.

3. Representations of Physician. Physician represents and warrants that (a) Physician's license to practice in any state has never been suspended, revoked or restricted; (b) Physician has never been reprimanded, sanctioned or disciplined by any licensing board or state or local medical society or specialty board; (c) Physician has never been denied membership or reappointment of membership on the medical staff of any hospital, and no hospital medical staff membership or clinical privileges of Physician have ever been suspended, curtailed or revoked for disciplinary reasons; (d) Physician has never been reprimanded, sanctioned or disciplined by the DEA, been denied a DEA registration number or had a DEA registration number restricted; (e) Physician has never been excluded from participation in, or sanctioned by, any state, federal or local health care program including, but not limited to, Medicare and Medi-Cal; and (f) Physician has never been denied insurance coverage as set forth in Section 15 or had such coverage restricted.

Physician will immediately notify Hospital if Physician is excluded from participation in a federal health care program. Physician will indemnify Hospital for any claims, judgments, overpayments or expenses arising from such exclusion.

4. Notice of Events. Physician shall also immediately notify Hospital of: (a) any failure to satisfy the terms of Section 2 or the inaccuracy of any representation or warranty made in Section 3; (b) any malpractice claim or professional disciplinary action asserted or initiated against Physician and (c) any pending plan to provide services through an incorporated entity, rather than individually. Physician shall provide the notice required pursuant to Section 4(c) no later than forty-five (45) days prior to the date on which Physician intends to provide services through his or her corporation, and shall take all such actions and provide all such information requested by Hospital in order to amend and assign this Agreement, as necessary, to reflect Physician's new corporate identity.

5. Other Agreements. Physician shall timely and fully perform all of Physician's monetary and non-monetary obligations to Hospital or its affiliate under any medical office building lease and any other written contracts between or among such parties.

6. Billing and Compensation.

6.1. Payment for Coverage Shifts. In consideration of the time spent on-call during the Coverage Shifts by Physician in accordance with Section 1 and expressly conditioned upon Physician's submission to Hospital of the written monthly invoice in accordance with Section 6.2, and Hospital's acceptance thereof, Hospital shall pay Physician at the rate of Five Hundred Dollars ($500) per 24-hour Coverage Shift for Monday through Thursday and One Thousand Dollars ($1,000) per 24-hour Coverage Shift for Friday, Saturday and Sunday. Physician shall accept such payments as full compensation from the Hospital for Coverage Shifts provided under this Agreement. Payment shall be made in the name of Physician. To ensure that compensation is reported as paid to the proper party,

attached to this Agreement as Exhibit B is a completed and executed copy of IRS Form W-9 which identifies the taxpayer identification number for Physician.

6.2. Conditions for Payment. Payment of the compensation provided herein is conditioned upon the following:

6.2.1 Physician's timely and full performance of all of his/her duties and obligations set forth in herein.

6.2.2 Physician's maintaining such records and supporting documents as may, from time to time, be required to comply with the requirements of governmental agencies and third-party payors, including completing or assuring the prompt completion of all patient charts and other medical records required to be maintained with respect to the Department.

6.2.3 Physician's submission, on a monthly basis on or before the fifth (5th) day of each calendar month during the term of this Agreement, of a written invoice to Hospital in the form attached hereto as Exhibit C, or as otherwise required by Hospital, detailing to Hospital's satisfaction the number of Coverage Shifts provided by Physician during the immediately preceding calendar month. Hospital will not accept invoices submitted more than sixty (60) days after the end of the calendar month for which payment for Professional Services is sought.

6.2.4 Execution of the Agreement by Hospital and Physician prior to the Coverage Shift for which payment is requested. Hospital will not pay for any Coverage Shift occurring prior to the later of the Effective Date or the execution of the Agreement by both parties.

6.3. Billing and Collection. Physician shall, separately from Hospital and at Physician's cost and expense, bill and collect his or her fees and charges from patients and/or responsible payors for the Professional Services rendered in the Department. Such collections shall be made under Physician's federal tax identification number and provider number(s) and shall be carried out in accordance with all applicable contractual requirements, laws and regulations. Physician shall accept as payment in full for Professional Services covered by Medicare or Medi-Cal (a) the applicable Medicare payment under Medicare assignment and/or the applicable Medi-Cal payment under Medi-Cal assignment plus (b) the applicable coinsurance, copayment or deductible amounts.

7. Third-Party Payor Arrangements. Physician shall, upon Hospital's request, (a) make best efforts to enroll as a provider, as necessary, (separate from Hospital) with respect to Physician's Professional Services provided pursuant to this Agreement in any third-party payor arrangement; and (b) enter into an express contractual agreement with a third-party payor, or any intermediate organization, including any independent practice association, if required for enrollment with such third-party payor.

8. Compliance.

8.1. Corporate Responsibility Program; Ethical Principles, Policies and Practices. Physician hereby agrees that Hospital's Corporate Responsibility Program, as adopted and amended from time to time (the "**Compliance Program**"), shall be incorporated herein and made a part of this Agreement. Physician further agrees that at all times during the term of this Agreement, Physician shall (i) comply with all applicable federal and state laws and regulations; (ii) comply with all policies, bylaws, rules and regulations of Hospital and Hospital's Medical Staff applicable to Physician and the Department, including, but not limited to, the standards of conduct (the "**Standards of Conduct**"), which

are part of Hospital's Compliance Program; and (iii) cooperate with Hospital's corporate compliance audits, reviews and investigations which relate to Physician and/or the Professional Services provided hereunder. The Ethical and Religious Directives for Catholic Health Care Services (the "**Directives**") shall govern the performance of Physician's obligations hereunder and no activities or procedures that are contrary to the Directives shall be permitted or performed by Physician within Hospital's facilities. The Essential Characteristics of the Compliance Program and Standards of Conduct are attached hereto as Exhibit D. The Directives are provided to Physician in connection with his or her appointment to Hospital's Medical Staff.

8.2. Deficit Reduction Act. In compliance with Section 6032 of the Deficit Reduction Act of 2005, Hospital shall provide Physician with access to Hospital's policies detailing California and federal false claims laws, including but not limited to the False Claims Act, and regulations, including whistleblower protections and penalties, and Hospital's policies and procedures for detecting and preventing fraud, waste, and abuse (available at http://seton.dochs.org/aboutus/deficit-reduction-act-policies/), and Physician agrees to abide by such policies in connection with the provision of services under this Agreement.

9. Term. This Agreement shall commence as of the Effective Date and shall continue in effect until (and including) May 31, 2015, unless sooner terminated as otherwise provided in this Agreement. This Agreement may be renewed by mutual written agreement of the parties. Notwithstanding the expiration of the stated term of this Agreement, all terms and conditions of this Agreement shall remain effective, in force and applicable in full for an additional period during which the parties' mutual intent to continue this Agreement is manifested by their conduct, including, but not limited to, the continued performance of services hereunder and payment of consideration for such services in accordance with the terms of Section 6 of this Agreement.

10. Termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated upon any of the following:

10.1. Without Cause. Either party may terminate this Agreement at any time, without cause, by providing no less than sixty (60) days' written notice to the other party. In the event of such termination, the parties shall not enter into another agreement for the same services as provided hereunder for a period of one (1) year after the later of the Effective Date or the most recent renewal date of this Agreement.

10.2. For Breach. Either party may terminate this Agreement in the event of the other party's breach hereof by giving thirty (30) days' prior written notice of the general nature of such breach. Notwithstanding the foregoing, this Agreement shall not terminate in the event that the breaching party cures the breach, to the satisfaction of the non-breaching party, within fifteen (15) days of the receipt of such notice.

10.3. Immediately. Notwithstanding the foregoing, Hospital may terminate this Agreement immediately by giving written notice to Physician, upon the occurrence of any one or more of the following events: (i) Hospital determines in good faith that any aspect of the performance by Physician hereunder endangers patient safety; (ii) Physician fails to maintain compliance with all of the qualifications, covenants, provisions, representations and warranties set forth in Sections 2, 3, 8, 15 or 17.2; or (iii) Physician is convicted of a crime punishable as a felony or involving moral turpitude.

10.4. Termination Upon Advice of Counsel. In the event legal counsel for either party determines that this Agreement or any practices employed in exercising rights or providing services under this Agreement may be reasonably expected to violate any legal requirements, the parties in good faith shall meet and confer to revise this Agreement to comply with such law(s). In the event the parties are unable to agree upon the revised terms in a timely manner, this Agreement shall terminate upon ten (10) days' notice by either party to the other.

10.5. Effect of Termination. Upon expiration or termination of this Agreement, neither party shall have any further obligation hereunder except for (a) obligations due and owing which arose prior to the date of termination and (b) obligations, promises, or covenants contained herein which expressly extend beyond the term of this Agreement. Termination by Hospital of this Agreement shall not provide Physician the right to a fair hearing or the other rights more particularly set forth in the Medical Staff Bylaws.

10.6. Survival. The provisions of Sections 3, 6, 10, 11, 13, 14, 15, 16, and 17.2 shall survive the termination or expiration of this Agreement.

11. Set-off. In the event of any breach of Section 5 above, Hospital may set-off and apply any compensation otherwise due to Physician hereunder to cure any monetary defaults of Physician under other agreements. This set-off right is in addition to other Hospital remedies set forth herein.

12. Suspension. Hospital may suspend this Agreement in order to permit Hospital, its employees and agents to conduct any review of any ethical, clinical, compliance-, quality- or patient care-related matter. In lieu of termination of this Agreement under Section 10, Hospital may suspend this Agreement for any reason provided under Sections 10.2 or 10.3. Suspension of the Agreement shall take effect upon receipt of notice by Physician in writing or orally; if given orally, Hospital shall confirm oral notice promptly in writing. Suspension shall remain in effect until the rights and duties of Physician under this Agreement are reinstated by Hospital by written notice to Physician. During the Suspension, Hospital shall be relieved of all of its duties and obligations under this Agreement, including, without limitation, any obligation to make payment for services rendered by any Physician or to make available any Department space, supplies or support staff to Physician. If the Agreement remains suspended for sixty (60) consecutive days, the suspension shall be treated as the termination of the Agreement without cause for all purposes of this Agreement.

13. Independent Contractor. In the performance of the duties and obligations hereunder, it is mutually understood and agreed that Physician is at all times acting and performing as an independent contractor and nothing in this Agreement is intended nor shall be construed to create between Hospital and Physician an employer/employee, joint venture, agency, lease or landlord/tenant relationship. The standards of medical practice and professional duties of Physician shall be determined by the Medical Staff and prevailing professional standards. Physician shall not have a claim against Hospital for social security benefits, workers' compensation benefits, vacation pay, sick leave, retirement benefits, disability or unemployment benefits, or employee benefits of any kind. Hospital shall not withhold on behalf of Physician any sums for income tax, unemployment insurance, social security or any other purposes, and all such withholdings or obligations shall be the sole responsibility of Physician. Physician shall not hold itself out as an officer, agent or employee of Hospital, and shall take all reasonable steps to disavow such status or relationship in every instance where a reasonable person might assume that such a relationship exists between the Parties. Physician shall reimburse or otherwise indemnify Hospital for all costs incurred, if Physician is held to be an employee or agent of Hospital for any purpose.

14. Access to Books and Records. Physician shall maintain and make available all necessary books, documents and records, in order to assure that Hospital will be able to meet all legal requirements and all requirements for participation and payment associated with private federal, state or other public third-party payment programs, including without limitation, Section 1861(v)(1)(I) of the federal Social Security Act, as amended. Until the expiration of four (4) years after the furnishing of Professional Services pursuant to this Agreement, Physician shall make available to the Secretary of Health and Human Services and the Comptroller General of the United States, or their duly authorized representatives, upon written request of any of them, this Agreement, and all books, documents and records that are necessary to certify the nature and extent of the cost of services hereunder. If Physician carries out any of the duties of this Agreement through a subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the subcontracting organization shall make available, upon written request to the Secretary or the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

15. Physician Insurance.

15.1. Coverage Requirements. Physician, at his or her sole cost and expense, shall procure and maintain in force throughout the entire term of this Agreement continuous coverage (as defined in Section 15.2 below) of policies of professional liability insurance. Without limitation, the professional liability insurance policies shall (i) provide coverage for covered medical incidents, including negligent acts or omissions of Physician in the performance of professional health care or medical services, occurring during the term of the policy, (ii) be issued by an insurance company licensed or otherwise qualified to issue professional liability insurance policies or coverage in the State of California and rated A- or better by A.M. Best Rating Agency or be issued by an adequately funded and secured self-insurance trust, and (iii) provide for minimum coverage limits consistent with the requirements of the Hospital's Medical Staff Bylaws, but in no event less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the annual aggregate.

15.2. Continuous Coverage. For purposes of this Agreement, the term "**continuous coverage**" means the maintenance of professional liability insurance during the period commencing as of the Effective Date, continuing during the entire term of this Agreement (including any extensions or renewals hereof) and, if claims-made form of coverage, expiring not less than five (5) years following the expiration or earlier termination of this Agreement (the "**Insurance Period**"). To satisfy the requirement of continuous coverage, if for any reason during the Insurance Period any insurance policy maintained by Physician pursuant to this Section 15 terminates, expires, is cancelled or is not renewed, or if there is a reduction or other change in the amount or scope of any coverage under the policy (whether by action of the insurance company or Physician), Physician shall (i) cause a replacement insurance policy meeting the requirements of this Section 15 to be in effect as of the effective date of the termination, expiration, non-renewal, cancellation, reduction, or other change of the prior insurance policy, and (ii) purchase either extended reporting coverage (i.e., "tail" coverage) or prior acts coverage (i.e., "nose" coverage). "Tail" coverage must provide for a discovery/reporting period that would extend at least through the end of the Insurance Period, and "nose" coverage must provide coverage at least as of the start of the Insurance Period.

15.3. Certificate of Insurance. Physician shall provide Hospital with certificates of insurance evidencing the insurance policies required by this Section 15. Such insurance policy or policies

shall also provide for not less than thirty (30) days' prior notice to Hospital of any termination, expiration, non-renewal, cancellation, reduction, or other change in the amount or scope of any coverage(s) required under this Section 15. Physician shall give Hospital not less than sixty (60) days' prior written notice of his/her intent to cancel such insurance, and agrees to notify Hospital promptly of any other termination, expiration, non-renewal, cancellation, reduction, or other change in the amount or scope of any coverage under the policy, but in no event later than ten (10) days following Physician's receipt of notification of such action. In the event Physician fails to procure, maintain or pay for the insurance required under this Section 15, Hospital shall have the right, but not the obligation, to obtain such insurance. In that event, Physician shall reimburse Hospital for the cost thereof, and failure to repay the same upon demand by Hospital shall constitute breach of a material provision of this Agreement.

16. Indemnification. Physician shall defend, indemnify and hold harmless Hospital, its members, directors, officers, employees, and agents from all claims, damages, costs, and expenses (including reasonable attorneys' fees) due to negligence or willful acts or omissions of Physician arising out of, or in connection with, the performance of this Agreement. Hospital shall defend, indemnify and hold harmless Physician from all claims, damages, costs, and expenses (including reasonable attorneys' fees) due to negligence or willful acts or omissions of Hospital (including its directors, officers, employees, and agents except Physician) arising out of, or in connection with, the performance of this Agreement.

17. Additional Provisions.

17.1. Notices. Written notice required under this Agreement shall be delivered personally or sent by United States registered or certified mail, postage prepaid and return receipt requested, and addressed or delivered to the parties at the following addresses (or such other address as may be designated by a party by written notice to the other party):

Physician	Hospital
Robert Perez, M.D.	President and Chief Executive Officer
1800 Sullivan Ave., #507	1900 Sullivan Avenue
Daly City, CA 94015	Daly City, CA 94015

17.2. Non-Disclosure. Physician shall not disclose any information concerning this Agreement to any third party, except as permitted herein. This prohibition against release of information shall not prevent the parties from disclosing the contents of this Agreement to their respective attorneys, and shall not apply to any information as may be required to be released by contracts existing as of the date of this Agreement or fiscal intermediaries, public agencies or commissions with government powers and duties related to disclosure of information having the right to compel disclosure of such information or by process of law. Physician acknowledges that in connection with his/her performance under this Agreement, it may or will have access to and the use of confidential information and trade secrets (the "**Confidential Information**") of Hospital related to the Department and its operations which include, but are not limited to, financial statements, internal memoranda, reports, patient lists, and other materials or records of a proprietary nature. In order to protect the Confidential Information, Physician agrees that it will not, after the date of this Agreement, for so long as any such Confidential Information remains confidential, secret or otherwise wholly or partially protectable, use such information (except in connection with the performance of his/her duties hereunder) or divulge the

Confidential Information to any third party, without first obtaining the prior written consent of Hospital's President and CEO or his/her designee.

17.3. Expert Witness. Physician shall not accept consulting assignments or otherwise contract, agree or enter into an engagement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim asserting negligence, malpractice or professional liability on the part of Hospital or any hospital or health care facility that is a division or other subordinate organization of DCHS, or in which any division or subordinate organization of DCHS is named, or is expected to be named, as a defendant; provided, however, the provisions of this paragraph shall not apply to situations in which Physician served as attending physician and shall only apply to the extent Physician has actual knowledge of the relationship of a health care facility to DCHS.

17.4. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of California, without regard to conflict of law rules.

17.5. Nondiscrimination. Physician shall not differentiate or discriminate in the provision of medical services to patients due to race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, physical handicap, medical condition, medical history, genetics, evidence of insurability, or claims history, in violation of any applicable state, federal or local law or regulation, or the rules and regulations of Hospital with respect to such matters.

17.6. Assignment and Delegation. Physician shall not assign or delegate any of his or her rights or obligations under this Agreement, and any such assignment or delegation is expressly prohibited and shall be void, unless Hospital has given express written consent to such assignment or delegation. Subject to the prohibition contained in this paragraph, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto. Hospital, in its sole and absolute discretion, shall have the right at any time to assign, delegate or in any manner transfer all or any portion of its interests, obligations or duties under this Agreement to any person, group or entity without the consent of Physician.

17.7. Cross-Referencing of Agreements. Hospital and Physician acknowledge and agree that this Agreement and any other agreement or arrangement between (a) Hospital and (b) Physician or any immediate family member of Physician shall be cross-referenced to a master list(s) of contracts that is centrally maintained and updated by Hospital. For the purposes of this Section, "immediate family member" means a husband or wife; birth or adoptive parent, child or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild.

17.8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties.

17.9. Entire Agreement. This Agreement, including all attachments, exhibits and addendums, is the entire agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

SETON MEDICAL CENTER

By: [redacted]
Name: Joanne Allen
Title: President and CEO

ROBERT PEREZ, M.D.

By: [redacted]
Name: Robert Perez, M.D.
Tax ID Number: [redacted]

Exhibit A

DESCRIPTION OF SERVICES

PROFESSIONAL SERVICES

Physician shall:

1. During each Coverage Shift assigned to Physician, provide, as necessary, professional consultation and/or treatment for Hospital patients who are in need of Professional Services.
2. Faithfully perform all General Surgery duties assigned to Physician during each Coverage Shift assigned to Physician.
3. Promptly report the results of Professional Services performed during each Coverage Shift assigned to Physician to the patient's attending physician(s), if any, in accordance with the policies and procedures now and hereafter established by Hospital and Hospital's Medical Staff.
4. Promptly prepare all written reports and medical records required by Hospital with respect to Professional Services rendered during each Coverage Shift assigned to Physician.

PERFORMANCE STANDARDS

1. Physician shall cause Physician to respond within thirty (30) minutes to requests from the emergency physician on duty or the attending physician for consultation or treatment for Hospital patients in need of Professional Services.
2. Physician shall cause Physician to be physically present if the emergency physician or the attending physician believes that the services necessary to treat the patient are beyond the scope of their practice.
3. Hospital will review Physician's performance prior to the renewal of this agreement, and not less than on an annual basis, to ensure that all services provided in the Department are (a) rendered in a competent and professional manner, (b) consistent with the continuous quality improvement standards of the Hospital and (c) in compliance with (i) all applicable statutes, regulations, directives of federal, state, and other governmental regulatory bodies having jurisdiction over the Hospital or licensed providers, (ii) the Bylaws, rules and regulations of Hospital and the Medical Staff, (iii) applicable standards of The Joint Commission, and (iv) currently accepted and approved methods and practices applicable to the practice of General Surgery.

Exhibit B

IRS FORM W-9

See attached.

Exhibit C

CALL COVERAGE INVOICE FORM

Robert Perez, M.D. ("**Physician**"), provided the coverage for Seton Medical Center on the following dates for a total of [_____ (__)]-hour on-call coverage shifts in the immediately preceding month.

Dates of Coverage Shifts:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify to the best of my knowledge that the information on this invoice is accurate and complete.

[Name of Physician]

By: _____ Total Shifts:_____

Approved by:

Hospital Representative:_____ Date:_____

Exhibit D

ETHICAL AND RELIGIOUS DIRECTIVES FOR

CATHOLIC HEALTH CARE SERVICES

Provided to Physician as a member of Hospital's Medical Staff.
Additional copies available upon request.

AND

ESSENTIAL CHARACTERISTICS OF THE DAUGHTERS OF CHARITY HEALTH SYSTEM CORPORATE RESPONSIBILITY PROGRAM

AND

STANDARDS OF CONDUCT

See attached.

SETON MEDICAL CENTER

ETHICAL AND RELIGIOUS DIRECTIVES FOR CATHOLIC HEALTH CARE SERVICES

I hereby acknowledge I have received a copy of and have read the Ethical and Religious Directives for Catholic Health Care Facilities ("Directives"). I understand that Seton Medical Center is a Roman Catholic sponsored organization and adheres to the Directives. I specifically agree to abide by the Directives at all times during the term of my contract(s) with Seton Medical Center. I understand that violation of the provisions set forth in these Directives may cause suspension or revocation of my contract(s) with Seton Medical Center.

AGREED, ATTESTED AND ACKNOWLEDGED BY:

Signature:	**Printed Name:**	**Date:**
[redacted]	ROBERT G. PEREZ, MD	3/20/14

Note: You may access the complete text of the Ethical and Religious Directives via this web site:

http://old.usccb.org/bishops/directives.shtml

Standards of Conduct ATTESTATION

Daughters of Charity Health System (DCHS) is committed to carrying out our health care ministry in a manner consistent with the DCHS Mission and Values. In accordance with the DCHS Vincentian Values, each of us is called to embody: Respect, Compassionate Service, Simplicity, Advocacy for the Poor, and Inventiveness to Infinity.

The following Standards of Conduct are a practical extension of the DCHS Vincentian Values. They describe expectations for conduct necessary to promote and protect the integrity of DCHS. We are expected to act in a manner consistent with these standards.

Each of us is accountable for our own actions, and we must also hold each other accountable for adherence to the Standards of Conduct. We are encouraged to report violations of the Standards of Conduct and are protected from retaliation.

QUALITY OF CARE: DCHS is committed to providing competent and compassionate care, respecting and safeguarding the dignity of the patient, and allowing patient access to all medical and ethical information necessary to make decisions about their care. A central focus of DCHS in meeting patient needs is serving the whole person in his or her spiritual, intellectual, emotional, and physical dimensions. Care will be provided in a safe and positive environment, free of disruptive, disrespectful, discourteous, and unethical behavior.

LAWS AND REGULATIONS: DCHS will operate in accordance with all laws and regulations. In our work, these laws and regulations apply to areas such as patient referrals, employment, physician relationships, billing and payment practices, discount arrangements, lobbying, political contributions, the environment, health and safety, and dealings with payers and regulatory agencies.

HUMAN RESOURCES: DCHS maintains a work environment where we treat each other with honesty and respect. We are expected to perform our duties with care, compassion, and courtesy in a lawful and ethical manner. Disruptive, offensive, harassing, disrespectful, and unethical behaviors are unacceptable and will be addressed.

BUSINESS AND ETHICS: DCHS is committed to ethical business conduct and integrity, including the *Ethical and Religious Directives for Catholic Health Care Services*. We must represent DCHS accurately and honestly and must not do anything that purposely defrauds anyone, including other companies or the government, of money, property, or services. Recordkeeping and billing for services provided to patients must be complete, accurate, timely, and lawful.

CONFIDENTIALITY: In keeping with various laws, regulations, professional ethical guidelines, and the *Ethical and Religious Directives for Catholic Health Care Services*, we must maintain the confidentiality of medical records and other patient information. We are also expected to keep information, regarding our colleagues and the proprietary business practices of the organization, confidential.

CONFLICT OF INTERESTS: We are expected to act in the best interests of DCHS and the patients we serve. We may not use our positions to profit personally or to assist others in profiting in any way at the expense of the organization. In any situation where outside interests conflict with those of the organization, the conflict must be disclosed in accordance with organizational policy.

RESPONSIBLE STEWARDSHIP: DCHS is committed to preserving and protecting our organization's assets by making prudent and effective use of its resources. DCHS encourages innovative, cost-effective business decisions and strives to eliminate wasteful practices.

I have read the Standards of Conduct. I understand I am expected to follow the Standards of Conduct in my work, with DCHS, at all times. If I have any questions or concerns regarding the Standards of Conduct, I can contact the Corporate Responsibility Officer or the Values Line at 1-800-371-2176 or www.dchsValuesLine.org.

Date 3/20/14

Print Name ROBERT G. PARR, MD

Signature [redacted]

Daughters of Charity Health System

AMENDMENT NO. 3 TO
AMENDED AND RESTATED CALL COVERAGE AGREEMENT FOR GENERAL SURGERY

This Amendment No. 3 ("**Amendment**") to the Amended and Restated Call Coverage Agreement for General Surgery Agreement dated June 1, 2014, as amended, between Seton Medical Center and Robert Perez, M.D. (the "**Agreement**") is made and entered into effective as of June 1, 2018 (the "**Amendment Effective Date**") by and between Seton Medical Center, a California nonprofit public benefit corporation ("**Hospital**"), and Robert Perez, M.D. ("Physician").

Hospital and Physician hereby agree as follows:

1. Extension of Expiration Date of Term. Section 9 of the Agreement is hereby amended to extend the term of the Agreement through May 31, 2020.

2. Amendment to Exhibit A. Exhibit A of the Agreement is hereby deleted in its entirety and replaced by a revised exhibit attached hereto as Exhibit A.

3. Termination Without Cause. Section 10.1 of the agreement is hereby amended that either party may terminate this Agreement at any time, without cause, by providing no less than thirty (30) days' written notice to the other party.

4. Defined Terms. Capitalized terms used in this Amendment but not defined herein shall have the meanings set forth in the Agreement. All references in the Agreement to the Agreement shall mean the Agreement, as amended by this Amendment.

5. Headings. The headings in this Amendment have been included solely for reference and are to have no force or effect in interpreting its provisions.

6. Original Signature. This Amendment and any facsimile signatures thereon shall be construed as an original document, and shall constitute the required signature to bind the parties herein.

7. Counterparts. This Amendment may be executed in counterparts, any of which need not contain the signature of more than one party, but all of which taken together shall be one and the same agreement.

8. Miscellaneous. Except to the extent specifically amended hereby, the provisions of the Agreement shall remain unmodified and the Agreement as amended hereby is confirmed as being in full force and effect.

RMP 5/31/18

IN WITNESS WHEREOF, Hospital and Physician have caused this Amendment to be executed by their respective duly authorized representatives effective as of the Amendment Effective Date.

Hospital:
Seton Medical Center

By: [redacted]

Date: 5-31-18

Its: President and Chief Executive Officer

Physician:
Robert Perez, M.D.

By: [redacted]

Date: 5/31/18

Physician Tax ID Number: [redacted]

Exhibit A

DESCRIPTION OF SERVICES

PROFESSIONAL SERVICES

Physician shall:

1. During each Coverage Shift assigned to Physician, provide, as necessary, professional consultation and/or treatment for Hospital patients who are in needof Professional Services.
2. Faithfully perform all General Surgery duties assigned to Physician during each Coverage Shift assigned to Physician.
3. Promptly report the results of Professional Services performed during each Coverage Shift assigned to Physician to the patient's attending physician(s), if any, in accordance with the policies and procedures now and hereafter established by Hospital and Hospital's Medical Staff.
4. Promptly prepare all written reports and medical records required by Hospital with respect to Professional Services rendered during each Coverage Shift assigned to Physician.

PERFORMANCE STANDARDS

1. 100% ED surgery consultation from request to respond within 30 minutes.
2. On-site surgical consultation request to be present on site within 30 minutes-100%.
3. Hospital will review Physician's performance prior to the renewal of this agreement, and not less than on an annual basis, to ensure that all services provided in the Department are (a) rendered in a competent and professional manner, (b) consistent with the continuous quality improvement standards of the Hospital and (c) in compliance with (i) all applicable statutes, regulations, directives of federal, state, and other governmental regulatory bodies having jurisdiction over the Hospital or licensed providers, (ii) the Bylaws, rules and regulations of Hospital and the Medical Staff, (iii) applicable standards of The Joint Commission, and (iv) currently accepted and approved methods and practices applicable to the practice of General Surgery.

MSP 5/31/18

#11

Title 11, California Code of Regulations, § 999.5(d)(3)(B)

The identity of each and every officer, trustee or director of applicant (or any family member of such persons as identified in Corporations Code section 5227(b)(2)) or any affiliate of applicant who or which has any personal financial interest in any company, firm, partnership, or business entity (other than salary and directors/trustees' fees) currently doing business with applicant, any affiliate of applicant, or the transferee or any affiliate of the transferee

Officers and directors of VHS were asked to disclose any personal financial interests of the kind described in § 999.5(d)(3)(B) and no such interests were disclosed.

There is no overlap in individuals who are officers or directors of VHS or any Applicant entity, on the one hand, and individuals who are officers or directors of SGM or its affiliates, on the other hand.

#12

Title 11, California Code of Regulations, § 999.5(d)(3)(C)

A statement describing how the board of directors of the nonprofit corporations involved in the transaction are complying with the provisions of Health and Safety Code sections 1260 and 1260.1

No member of the VHS Board participated in the negotiation of the terms and conditions of the sale of substantially all of the assets of the Applicants to SGM pursuant to the APA (the "Transaction"). Pursuant to the VHS System Authority Matrix (previously reviewed and approved by the Attorney General as part of the BlueMountain transaction and as subsequently updated and approved on April 4, 2017), the sale of all or substantially all of the assets of the Applicants is subject to a recommendation of each Applicant's board of directors, the VHS Chief Operating Officer, and the VHS Chief Executive Officer/President (collectively, the "Recommending Parties"). The VHS System Authority Matrix is attached to this Section 999.5(d)(3)(C) as **Exhibit 1**. The ultimate approval of any such sale rests solely with the VHS Board.

In September of 2018, the board of directors of St. Francis Medical Center and St. Vincent Medical Center recommended that their respective hospitals be sold to a buyer that would continue the operations of the Applicants as general acute care hospitals with the determination of the ultimate buyer to be designated and approved by the VHS Board. In March of 2019, the Seton Medical Center Board approved the sale of Seton Medical Center as a general acute care hospital with the determination of the ultimate buyer to be designated and approved by the VHS Board.

The VHS Board approved the sale of all or substantially all of the assets of the Applicants to SGM as the Stalking Horse Bidder. In choosing the Stalking Horse Bidder, the VHS Board, in the exercise of its business judgment, relied on the information, analyses, and advice of Dentons US LLP, Berkeley Research Group, and Cain Brothers. Without any qualifying full bids and without qualifying partial bids that, in the aggregate, would have been more favorable to the Applicants and their estates than SGM's Stalking Horse Bid, and after further consideration and discussions with its advisors, the VHS Board resolved to move forward with the SGM Transaction on April 15, 2019.

VHS Chief Executive Officer Richard Adcock is a member of the St. Francis Medical Center, St. Vincent Medical Center, and Seton Medical Center corporate boards. He is not a member of the VHS Board. In September 2018, Mr. Adcock participated in the discussions and votes to recommend the sale of St. Francis Medical Center and St. Vincent Medical Center as general acute care hospitals to the purchaser offering the best terms and conditions as determined and approved by the VHS Board. These recommendations were made without regard or reference to any specific purchaser. Following this vote, as VHS Chief Executive Officer, Mr. Adcock was involved in the negotiation of the different asset purchase agreements under consideration, including the APA with SGM. As a result of these activities, Mr. Adcock recused himself and did not participate in the vote by Seton Medical Center Board in March 2019 to recommend the

sale of Seton Medical Center as a general acute care hospital to the purchaser offering the best terms and conditions as determined and approved by the VHS Board.

Mr. Adcock is not a member of the VHS Board and any communications he had about the possible Transaction with SGM with the VHS Board were factual in nature. No member of the VHS Board substantially relied on any opinions regarding the advisability of, fairness of, or value of the Transaction from Mr. Adcock or other members of management, as none were presented to the VHS Board. All information relied upon by the VHS Board in the selection of SGM as the stalking horse bidder initially, and the winning bidder/purchaser subsequently, was independently confirmed or supplied by Dentons US LLP, Berkeley Research Group, and/or Cain Brothers.

As described in greater detail in the Moloney Declaration (attached to Section 999.5(d)(1)(B) as Exhibit 7), Applicants engaged in substantial, public efforts to market and sell the assets of the Applicants both prior to and during the pendency of the Bankruptcy Cases. Notwithstanding these extensive efforts, VHS only received two Qualified Bids, one for St. Vincent Medical Center and one for St. Francis Medical Center, as well as a non-Qualified Bid for St. Francis Medical Center and a non-Qualified Bid for all of the remaining assets. Upon further analysis and review of the qualifying bids, and the guidance of its advisors, the VHS Board authorized the VHS entities to consummate the Transaction with SGM. In its Tentative Ruling on the sale to SGM dated April 17, 2019 [Docket No. 2221], attached to Section 999.5(d)(1)(B) as Exhibit 2, the Bankruptcy Court found that there was sufficient business justification for the sale, that the Hospitals had been adequately marketed, that SGM is "a good-faith purchaser entitled to the protections afforded by § 363(m) [of the Bankruptcy Code]," and that the APA "was negotiated at arms-length."

Title 11, California Code of Regulations, § 999.5(d)(3)(C)

Exhibit 1

SYSTEM AUTHORITY MATRIX

VERITY HEALTH SYSTEM OF CALIFORNIA, INC. AND ITS AFFILIATES

Approved: April 4, 2017

Attached is a matrix which lists a number of important actions that might be taken by an entity affiliated with Verity Healthy System of California, Inc. and the corresponding approvals it must obtain before proceeding with such action. This matrix is intended not only to inform each entity of the need to obtain approval or give notification before acting, but also to clearly set forth the rights that are reserved to or held by certain governing entities within the organization.

The attached matrix is not intended to be an exclusive listing of the various powers reserved to System and its affiliated entities; additional powers may exist by operation of law or by virtue of policies currently existing or which may in the future be added or developed by Verity. Moreover, nothing in the attached matrix is intended to limit the right or ability of any corporation or entity, including Verity and Manager, to initiate certain corporate or operational actions on behalf of any of its subsidiaries or their subsidiaries. Certain decisions and authorities set forth in the attached matrix may require consultation with and recommendations by the Manager, as part of the rights Manager may possess under the Management Agreement.

Many of the terms that appear in the attached tables have meanings that are specific in the matrix. These terms are defined below:

1. Affiliate means a corporation or other legal entity of which Verity is the sole voting shareholder, owner, or corporate member. For the avoidance of doubt, all of the hospitals and Verity Medical Foundation are Affiliates.

2. Affiliate Board means the board of directors, board of trustees, or other governing body charged with managing the activities and affairs of an Affiliate.

3. Affiliate CEO means the Chief Executive Officer of each of the Affiliates.

4. Consult means that the appropriate party was informed of the matter/policy/proposal, and was given an opportunity to provide feedback.

5. Management Agreement means that certain Health System Management Agreement dated as of December 14, 2015, as amended, and entered into in connection with the closing of that certain System Restructuring and Support Agreement, dated July 17, 2015, made by and among Daughters of Charity Ministry Services Corporation, Daughters of Charity Health System (now known as Verity), Manager, and certain funds managed by BlueMountain Capital Management, LLC.

6. Manager means Integrity Healthcare, LLC, a Delaware limited liability company, the manager of Verity Healthcare System of California, Inc. pursuant to the Management Agreement.

7. System-Wide Governance Policies means any matters/policies concerning or relating to provisions or requirements of the Verity Article of Incorporation, Bylaws, or the System Authority Matrix. All other policies are defined as System-Wide Administrative policies.

8. Verity means Verity Health System of California, Inc., a California nonprofit corporation (formerly known as Daughters of Charity Health System) that is the "parent corporation" of those hospital, healthcare, and other entities that make up the Verity Healthcare System.

9. Verity Board means the Board of Directors of Verity Health System of California, Inc.

10. Verity CEO means the individual duly elected and acting as the Chief Executive Officer of Verity Health System of California, Inc. For as long as the Management Agreement is in effect, the Verity CEO shall be an employee of Manager and shall report to the Manager.

11. Verity COO/President means the individual duly elected and acting as the Chief Operating Officer and President of Verity Health System of California, Inc. For as long as the Management Agreement is in effect, the Verity COO/President shall be an employee of Manager and shall report to the Manager.

12. Verity Healthcare System means, collectively Verity, the Affiliates, and all direct and indirect subsidiaries of Verity and the Affiliates, and all other entities affiliated with Verity.

DECISIONS/AUTHORITY	REQUIRED RECOMMENDATION OR APPROVAL				
	Affiliate CEO	**Affiliate Board**	**Verity COO**	**Verity CEO/President**	**Verity Board**
I. Mission, Values, Expectation					
Adopt, approve, assure compliance with, change and interpret statements of mission, role, or purpose of Verity and Affiliates				Recommend	Approve
Adopt, approve, assure compliance with, change or interpret statements of Verity's core values and expectations					Approve
II. Governing Documents and Formation of Entities					
Adopt, approve, amend, restate Articles and Bylaws of Verity					Approve
Adopt, approve, amend, restate Articles and Bylaws of the Affiliates	Recommend	Approve	Recommend	Recommend	Approve
Adopt, approve, amend, restate Articles and Bylaws or other organizational documents of subsidiaries of Affiliates	Recommend	Approve			Approve
Approve the formation of new legal entities by Verity			Recommend	Recommend	Approve

DECISIONS/AUTHORITY	REQUIRED RECOMMENDATION OR APPROVAL				
	Affiliate CEO	**Affiliate Board**	**Verity COO**	**Verity CEO/President**	**Verity Board**
Approve the formation of new legal entities by the Affiliates	Recommend	Recommend	Recommend	Recommend	Approve
III. Merger, Consolidation, Dissolution, Divestiture					
Approve the merger, dissolution, consolidation, divestiture, dissolution, closure, change in corporate membership or corporate reorganization or sale of all or substantially all of the assets of Verity			Recommend	Recommend	Approve
Approve the merger, dissolution, consolidation, divestiture, dissolution, closure, change in corporate membership or corporate reorganization or sale of all or substantially all of the assets of any of the Affiliates or their subsidiaries		Recommend	Recommend	Recommend	Approve
IV. Appointments/Removals					
Appoint or remove members of the Board of Directors of Verity					Appoint and Remove

DECISIONS/AUTHORITY	REQUIRED RECOMMENDATION OR APPROVAL				
	Affiliate CEO	**Affiliate Board**	**Verity COO**	**Verity CEO/President**	**Verity Board**
Appoint or remove Chair of System Board					Appoint and Remove
Appoint or remove board members of Affiliates a. Verity Directors b. At-large Directors	Consult	Consult	Consult	Consult	Appoint and Remove Appoint and Remove
Appoint or remove Affiliate Board Chairs					Appoint and Remove
Appoint or remove Verity CEO					Appoint and Remove
Appoint or Remove CEO of Affiliate		1. Appoint with recommendation from Verity CEO 2. Ability to Remove	Consult on appointment and removal	1. Appoint with concurrence approval from the Affiliate Board 2. Ability to remove	
Appoint or Remove CFO, Chief Operating Officer, Director of Clinical and Medical Affairs of Verity				Appoint and Remove	

DECISIONS/AUTHORITY	REQUIRED RECOMMENDATION OR APPROVAL				
	Affiliate CEO	**Affiliate Board**	**Verity COO**	**Verity CEO/President**	**Verity Board**
Appoint or Remove CFO and other corporate and executive officers of Affiliate	Appoint and Remove with concurrence of Verity CFO and consultation of Affiliate Board	Consult on appointment and removal			
Appoint or Remove System General Counsel			Recommend	Recommend	Appoint and Remove
V. Evaluation of Officers					
Evaluate performance of Verity Board Chair					Evaluate/Approve
Evaluate performance of Affiliate Board Chairs		Consult	Consult	Consult	Evaluate/Approve
Establish performance objectives and evaluate performance of Verity CEO with input from the Manager during any time that the Management Agreement is in effect			Consult	Consult	Evaluate/Approve
Establish compensation for Verity CEO, if the position is held by an			Consult	Consult	Approve

DECISIONS/AUTHORITY	REQUIRED RECOMMENDATION OR APPROVAL				
	Affiliate CEO	**Affiliate Board**	**Verity COO**	**Verity CEO/President**	**Verity Board**
employee of Verity Health System					
Evaluate performance of Affiliate CEOs and other executive officers of Affiliates		Consult	Consult	Approve, acting with Affiliate Board Chair	
Establish annual performance objectives and determine compensation of Affiliate Presidents/CEOs and other executive officers of Affiliates	Consult	Consult	Consult	Approve	
Establish compensation and benefit program philosophy and approach to be implemented by management, including guidelines and target ranges for employees of Verity and the Affiliates			Recommend	Recommend	Establish, evaluate, and approve
VI. Debt, Strategic & Financial Plans and Capital and Operating Budgets					
Establish overall debt limit and centralized debt management program covering Verity, the Affiliates, and all subsidiaries of the Affiliates			Recommend	Recommend	Approve

DECISIONS/AUTHORITY	REQUIRED RECOMMENDATION OR APPROVAL				
	Affiliate CEO	**Affiliate Board**	**Verity COO**	**Verity CEO/President**	**Verity Board**
Approve incurrence or guarantee of debt by Affiliates in excess of limits permitted by this Matrix	Recommend	Recommend	Recommend	Recommend	Approve
Approve incurrence of debt under Master Trust Indenture			Recommend	Recommend	Approve
Establish criteria for financial and strategic plans for Verity			Recommend	Recommend	Approve
Establish criteria for financial and strategic plans for the Affiliates			Recommend	Recommend	Approve
Approve strategic plan for Verity Health System			Recommend	Recommend	Approve
Approve Affiliate strategic plans	Recommend	Recommend	Recommend	Recommend	Approve
VII. System-Wide Policies					
Approve and amend Governance System-wide policies and procedures			Recommend	Recommend	Approve

DECISIONS/AUTHORITY	REQUIRED RECOMMENDATION OR APPROVAL				
	Affiliate CEO	**Affiliate Board**	**Verity COO**	**Verity CEO/President**	**Verity Board**
Approve and amend Administrative System-wide policies and procedures.			Recommend	Approve	
VIII. Audit					
Approve/Remove external auditor for System Establish internal audit program for System and Affiliates			Recommend Recommend	Recommend Recommend	Approve Approve
IX. Capital Expenditures, Lease Obligations as Lessee, Construction Contracts, Physician Contracts (including Physician Services Agreements and Recruitment Agreements), Non-Recurring Contracts[1], and Incurrence of Debt by Affiliates and their Subsidiaries					
Budgeted amounts (including budget substitutions): Up to $500,000 $500,000 to $1,000,000	 Approve Recommend	 Approve			

[1] Non-Recurring Contracts do not include Routine Contracts for Supplies and Services.

DECISIONS/AUTHORITY	REQUIRED RECOMMENDATION OR APPROVAL				
	Affiliate CEO	**Affiliate Board**	**Verity COO**	**Verity CEO/President**	**Verity Board**
$1,000,000 to $3,000,000	Recommend	Recommend	Recommend	Approve	
over $3,000,000	Recommend	Recommend	Recommend	Recommend	Approve
Unbudgeted amounts:					
up to $100,000	Approve	Approve			
$100,000 up to $500,000	Recommend	Recommend	Approve		
$500,000 up to $2,500,000	Recommend	Recommend	Recommend	Approve	
Over $2,500,000	Recommend	Recommend	Recommend	Recommend	Approve
X. Leases as Lessor Conveying Property in the Normal Course of Business					
Leases					
1. Annual amount exceeds $500,000 or aggregate lease amount under the exceeds $2,500,000	Recommend	Recommend	Recommend	Approve	
2. Annual amount exceeds $1,000,000, or aggregate lease amount exceeds $5,000,000, or term of 5 years or more	Recommend	Recommend	Recommend	Recommend	Approve
XI. Routine Contracts for Supplies and Services					
Contract new/renewal for two years					

DECISIONS/AUTHORITY	REQUIRED RECOMMENDATION OR APPROVAL				
	Affiliate CEO	**Affiliate Board**	**Verity COO**	**Verity CEO/President**	**Verity Board**
or less and: Cumulative value up to $1,000,000 Cumulative value above $1,000,000	Approve Recommend	Recommend	Recommend	Approve	
Contract new/renewal for more than two years and/or: Cumulative value up to $2,000,000 Cumulative value above $2,000,000	Recommend Recommend	Approve Recommend	Recommend Recommend	Approve Approve	
XII. Sale of Property or Capital Assets in the Normal Course of Business					
Fair Market Value of less than $50,000 Fair Market Value between $50,000 and $250,000 Fair Market Value between $250,000 and $3,000,000 Fair Market Value of $3,000,000 and above	Approve Recommend Recommend Recommend	Approve Recommend Recommend	Recommend Recommend	Approve Recommend	Approve

DECISIONS/AUTHORITY	REQUIRED RECOMMENDATION OR APPROVAL				
	Affiliate CEO	**Affiliate Board**	**Verity COO**	**Verity CEO/President**	**Verity Board**
XIII. New Bank Accounts and Investment Accounts					
Affiliate and its subsidiaries	Recommend	Recommend	Recommend	Approve	
System and its non-hospital Affiliates and Verity Medical Foundation			Recommend	Recommend	Approve
XIV. Settlement of Claims					
Sexual harassment and sexual abuse claims settlement approval Up to $250,000 Over $250,000	 Recommend Recommend	 Recommend Recommend	 Recommend Recommend	 Approve Recommend	 Approve
Other claims against or initiated by Verity Health System or its Affiliates i. Claims up to and including $ 1,000,000 may be by the System General Counsel (or designee member of the Office of the General Counsel), with input sought from the Verity (or relevant Affiliate) CEO					

DECISIONS/AUTHORITY	REQUIRED RECOMMENDATION OR APPROVAL				
	Affiliate CEO	**Affiliate Board**	**Verity COO**	**Verity CEO/President**	**Verity Board**
ii. Claims over $1,000,000				Approve (with input from the General Counsel)	
iii. Claims over $3,000,000					Approve

Title 11, California Code of Regulations, § 999.5(d)(4)

CHARITABLE USE OF ASSETS

#13

Title 11, California Code of Regulations, § 999.5(d)(4)(A)

Applicants' articles of incorporation and all amendments thereto and current bylaws, any charitable trust restrictions, and any other information necessary to define the charitable trust purpose of the Applicants' assets

1. Attached to this Section 999.5(d)(4)(A) as **Exhibit 1** are copies of non-Applicant Verity Health System of California, Inc.'s Articles of Incorporation and Bylaws.

2. Attached to this Section 999.5(d)(4)(A) as **Exhibit 2** are copies of Seton Medical Center's Articles of Incorporation and Bylaws.

3. Attached to this Section 999.5(d)(4)(A) as **Exhibit 3** are copies of St. Francis Medical Center's Articles of Incorporation and Bylaws.

4. Attached to this Section 999.5(d)(4)(A)as **Exhibit 4** are copies of St. Vincent Medical Center's Articles of Incorporation and Bylaws.

The fundraising arm of each hospital is its fundraising foundation. The foundations are not part of the contemplated Transaction.

Title 11, California Code of Regulations, § 999.5(d)(4)(A)

Exhibit 1

A0778022

FILED
Secretary of State
State of California
DEC 08 2015

2346440

AMENDED AND RESTATED

ARTICLES OF INCORPORATION

OF

DAUGHTERS OF CHARITY HEALTH SYSTEM

The undersigned certify that:

1. They are the President/Chief Executive Officer and the Secretary, respectively, of Daughters of Charity Health System, a California nonprofit religious corporation (the "Corporation").

2. The Articles of Incorporation of this Corporation are amended and restated to read in full as set forth in Exhibit A attached hereto and incorporated herein by this reference.

3. The foregoing amendment and restatement of the Articles of Incorporation has been duly approved by the board of directors and the sole member of this Corporation.

4. This Corporation has one member.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: December 8, 2015

[redacted]

Robert Issai
President/Chief Executive Officer

[redacted]

Sr. Janet Barrett
Secretary

A0778022

Exhibit A

AMENDED AND RESTATED

ARTICLES OF INCORPORATION

ARTICLE I

The name of this Corporation is "Verity Health System of California, Inc."

ARTICLE II

A. This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law of the State of California for public and charitable purposes. More specifically, the Corporation is organized and operated exclusively for the support and benefit of, to perform the functions of, or to carry out the purposes of the following organizations: O'Connor Hospital, Saint Louise Regional Hospital, St. Vincent Medical Center, St. Francis Medical Center, Seton Medical Center, Verity Medical Foundation, Verity Business Services, and St. Vincent Dialysis Center. In furtherance of the foregoing, this Corporation may do all of the following: (1) establish, acquire, develop, operate, lease, manage, and maintain acute care hospitals, physician practices, medical foundations and appurtenant facilities and related enterprises (collectively referred to as the "Verity Health System"); (2) promote and carry on scientific research related to delivery of health care services; (3) establish, manage, and maintain various types of health care enterprises, utilizing health delivery systems designed and coordinated to maximize benefits to the communities served; (4) participate in any activity designed and carried on to promote the general health of the community served by Verity Health System or any of this Corporation's affiliates; and (5) make donations, transfer assets and provide other forms of aid and assistance to, for the benefit of, or in connection with each organization that is controlled, directly or indirectly, by this Corporation or by another organization controlled by this Corporation (each, an "Affiliate"). Notwithstanding the foregoing specific statement of purposes, the Corporation shall have and may exercise all of the power of a California nonprofit public benefit corporation, but only in furtherance of the above purposes.

B. In addition to the foregoing purposes this Corporation is organized and operated primarily for charitable, scientific and educational purposes within the meaning of §501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law) (the "IRC"), and within the meaning of § 214(a)(6) of the California Revenue and Taxation Code (or the corresponding section of any future California revenue and tax law) (the "R&TC") and, in furtherance of these purposes, this Corporation may:

(1) Promote, support and engage in any and all educational, charitable and scientific programs which are now, or may hereafter be, established by any of the Affiliates.

(2) Support and foster the corporate purposes of, and aid, assist and confer benefits upon the Affiliates.

(3) Cooperate with the Affiliates in their respective efforts to promote quality service at reasonable rates.

(4) Promote cooperation and the exchange of knowledge and experience within the Verity Health System.

(5) Engage in any lawful activities within the purposes and powers for which a corporation may be organized under the California Nonprofit Public Benefit Corporation Law and as may be necessary or expedient for the administration of the affairs and attainment of the purposes of this Corporation.

(6) Otherwise operate for charitable, scientific and educational purposes within the meaning of § 501(c)(3) of the IRC and within the meaning of § 214(a)(6) of the R&TC, in the course of which operation:

(a) No part of the net earnings of this Corporation shall inure to the benefit of, or be distributable to, any private shareholder or individual, except that this Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

(b) No substantial part of the activities of this Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and this Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office except as authorized under the IRC and R&TC.

(c) Notwithstanding any other provisions of these Articles, this Corporation shall not carry on any other activities not permitted to be carried on by (i) a corporation exempt from federal income tax under § 501(a) of the IRC, or by a corporation, contributions to which are deductible under § 170(c)(2) of the IRC, or (ii) by a corporation exempt from taxation under § 214 of the R&TC.

ARTICLE III

The property of this Corporation is irrevocably dedicated to charitable, educational, and scientific purposes meeting the requirements of § 214 of the R&TC and in Article II.B hereof. Upon the winding up and dissolution of this Corporation, its assets remaining, after payment or adequate provision for payment of all debts and obligations of this Corporation, shall be distributed in accordance with a plan of liquidation approved by the Board of Directors to such organization or organizations determined by the Board of Directors and

organized and operated exclusively for charitable, educational or scientific purposes as shall at the time qualify as an exempt organization or organizations under § 501(c)(3) of the IRC and under § 214 of the R&TC. No assets shall be distributed to any organization if any part of the net earnings of such organization inures to the benefit of any private person or individual, or if a substantial part of the activities of such organization is the carrying on of propaganda or otherwise attempting to influence legislation, or if the organization participates in, or intervenes in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office, or if the organization carries on any other activities not permitted to be carried on (i) by a corporation exempt from federal income tax under § 501(c)(3) of the IRC and meeting the requirements of § 214 of the R&TC or (ii) by a corporation, contributions to which are deductible under § 170(c)(2) of the IRC.

ARTICLE IV

These Articles shall be amended only upon approval by this Corporation's Board of Directors.

I hereby certify that the foregoing transcript of 27 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

DEC 08 2015

Date: _____

ALEX PADILLA, Secretary of State

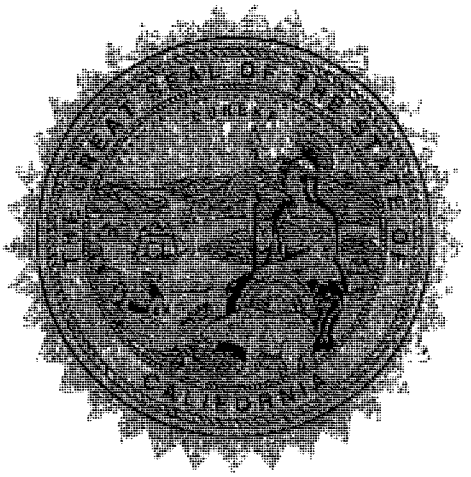
A0570333

State of California

SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 5 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

SEP 2 1 2001

Bill Jones

Secretary of State

Sec/State Form CE-107 (rev. 9/98)

OSP 01 55358

00570333

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

SEP 11 2001

BILL JONES, Secretary of State

RESTATED ARTICLES OF INCORPORATION OF DAUGHTERS OF CHARITY HEALTH SYSTEM

The undersigned certify that:

1. They are the Chairman of the Board and the Secretary, respectively, of Daughters of Charity Health System, a California nonprofit corporation.

2. The Articles of Incorporation of this corporation are amended and restated to read as follows:

"ARTICLES OF INCORPORATION OF DAUGHTERS OF CHARITY HEALTH SYSTEM

ARTICLE I

The name of this Corporation is: Daughters of Charity Health System.

ARTICLE II

A. This Corporation is a religious corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Religious Corporation Law primarily for religious purposes. More specifically, the purposes of this Corporation are to be faithful to the Gospel and to the Vincentian charism to serve Jesus Christ in the person of the sick poor, and thereby to support, benefit and further the religious, charitable, scientific and educational purposes of the Daughters of Charity of St. Vincent de Paul, Province of the West (the "Province"). In furtherance of the foregoing, this Corporation may do all of the following:

(1) Establish, acquire, develop, operate, lease, manage and maintain acute care hospitals and appurtenant facilities which hospitals and facilities shall be operated in adherence with the Ethical and Religious Directives for Catholic Health Facilities promulgated by the National Conference of Catholic Bishops.

(2) Promote and carry on scientific research related to the care of the sick and injured.

(3) Establish, manage and maintain various types of health plans, utilizing health delivery systems designed and coordinated to maximize benefits to the communities served.

(4) Participate in any activity designed and carried on to promote the general health of the community.

(5) Make donations, transfer assets and provide other forms of aid and assistance to, for the benefit of, or in connection with the Province or any of its affiliates.

B. In addition to the foregoing purposes this Corporation is organized and operated primarily for religious, charitable, scientific and educational purposes within the meaning of § 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law) (the "IRC"), and within the meaning of § 214(a)(6) of the California Revenue and Taxation Code (or the corresponding section of any future California revenue and tax law) (the "R&TC") and, in furtherance of these purposes and consistent with the teachings of the Roman Catholic Church, this Corporation may:

(1) Serve in the housing, health care, social services and education ministries of the Roman Catholic Church and carry out its mission.

(2) Promote, support and engage in any and all religious, educational, charitable and scientific ministries which are now, or may hereafter be, established by the Corporate Member.

(3) Promote, support and engage in any and all religious, educational, charitable and scientific ministries which are now, or may hereafter be, established by the Province.

(4) Support and foster the corporate purposes of the Corporate Member, and aid, assist and confer benefits upon the Corporate Member and its affiliates.

(5) Cooperate with the Province sponsored health care institutions and membership institutions of Corporate Member in their respective efforts to promote quality service at reasonable rates.

(6) Promote cooperation and the exchange of knowledge and experience within the Daughters of Charity St. Vincent de Paul ministry.

(7) Engage in any lawful activities within the purposes and powers for which a corporation may be organized under the California Nonprofit Religious Corporation Law and as may be necessary or expedient for the

administration of the affairs and attainment of the purposes of this Corporation.

(8) Otherwise operate for religious, charitable, scientific and educational purposes within the meaning of § 501(c)(3) of the IRC and within the meaning of § 214(a)(6) of the R&TC, in the course of which operation:

(a) No part of the net earnings of this Corporation shall inure to the benefit of, or be distributable to, any private shareholder or individual, except that this Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

(b) No substantial part of the activities of this Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and this Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office except as authorized under the IRC and R&TC.

(c) Notwithstanding any other provisions of these Articles, this Corporation shall not carry on any other activities not permitted to be carried on by (i) a corporation exempt from federal income tax under § 501(a) of the IRC, or by a corporation, contributions to which are deductible under § 170(c)(2) of the IRC, or (ii) by a corporation exempt from taxation under § 214 of the R&TC.

C. This Corporation is formed for the purpose of supporting the overall Daughters of Charity of St. Vincent de Paul mission of responding to the multiple needs of the poor particularly for housing, health and social services, primarily in the geographic region consisting of the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Nevada, New Mexico, Montana, Oregon, Utah, Washington and Wyoming. This Article is one of purpose and not of powers and nothing contained in this Article shall be construed as limiting powers conferred upon this Corporation by the California Nonprofit Religious Corporation Law.

ARTICLE III

This Corporation shall have one member (the "Corporate Member"). The Corporate Member shall be Daughters of Charity Ministry Services Corporation.

ARTICLE IV

The property and assets of this Corporation are irrevocably dedicated to religious, charitable, educational and scientific purposes meeting the requirements for exemption provided

by § 214 of the R&TC. Upon the winding up and dissolution of this Corporation, its assets remaining, after payment or adequate provision for payment of all debts and obligations of this Corporation, shall be distributed in accordance with a plan of liquidation approved by the Board of Directors (a) to the Daughters of Charity Ministry Services Corporation, if it is organized and operated exclusively for charitable purposes and has established its tax-exempt status under § 501(c)(3) of the IRC and under § 214 of the R&TC, or if for any reason it is unable to take such assets for such purpose, or any successor thereto, if it is organized and operated exclusively for charitable purposes and has established its tax-exempt status under § 501(c)(3) of the IRC and under § 214 of the R&TC, or if for any reason it is unable to take such assets for such purpose (b) to the Province, if it is organized and operated exclusively for charitable purposes and has established its tax-exempt status under § 501(c)(3) of the IRC and under § 214 of the R&TC, or if for any reason it is unable to take such assets for such purpose, (c) to a nonprofit fund, foundation, entity or corporation approved by the Province that is organized and operated exclusively for religious, charitable, educational or scientific purposes, that has established its tax-exempt status under § 501(c)(3) of the IRC and under § 214 of the R&TC and that is operated in the United States for the benefit of the Province, or if for any reason it is unable to take such assets for such purposes, or if no such fund, foundation or corporation exists, or (d) to such organization or organizations determined by the Board of Directors and organized and operated exclusively for religious, charitable, educational or scientific purposes as shall at the time qualify as an exempt organization or organizations under § 501(c)(3) of the IRC and under § 214 of the R&TC. No assets shall be distributed to any organization if any part of the net earnings of such organization inures to the benefit of any private person or individual, or if a substantial part of the activities of such organization is the carrying on of propaganda or otherwise attempting to influence legislation, or if the organization participates in, or intervenes in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office, or if the organization carries on any other activities not permitted to be carried on (i) by a corporation exempt from federal income tax under § 501(c)(3) of the IRC and under § 214 of the R&TC or (ii) by a corporation, contributions to which are deductible under § 170(c)(2) of the IRC.

ARTICLE V

The name and address in the State of California of this corporation's initial agent for service of process is:

Sister Margaret Keaveney, D.C. Visitatrix
Daughters of Charity of St. Vincent de Paul
Province of the West
26000 Altamont Road
Los Altos Hills, CA 94022

ARTICLE VI

These Articles shall be amended only upon approval by this Corporation's Board of Directors and Corporate Member."

3. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the board of directors.
4. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the required vote of members.
5. This corporation has no assets.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: September 10, 2001

[redacted]

Sister Margaret Keaveney, D.C., Chairperson

[redacted]

Sister Mary Hale, D.C., Secretary

OFFICE OF THE SECRETARY OF STATE

AMENDED AND RESTATED

BYLAWS

OF

VERITY HEALTH SYSTEM OF CALIFORNIA, INC.

Adopted
as of April 4, 2017

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AMENDED AND RESTATED

BYLAWS OF

VERITY HEALTH SYSTEM OF CALIFORNIA, INC.

ARTICLE I

NAME

The name of this Corporation shall be as set forth in its Articles of Incorporation.

ARTICLE II

DEFINITIONS

Section 2.1 Definitions. These Bylaws contain the terms "Affiliate" and "Health System." These terms are also used in the bylaws of the entities comprising the Health System. For purposes of continuity, when used in these Bylaws, such terms shall be interpreted to give full effect to the intent of Article XI of these Bylaws.

A. Affiliate. The term "Affiliate" shall mean, individually, each organization that is controlled, directly or indirectly, by this Corporation or by another organization controlled by this Corporation. As used in this definition, "control" shall mean (a) the status of sole corporate member of an organization; or (b) the authority to appoint, elect or approve at least a majority of the governing body of an organization.

B. Effective Date. The "Effective Date" shall mean the date of adoption of these Bylaws.

C. Health System. "Health System" shall mean, collectively, this Corporation and its Affiliates.

D. Subsidiary. "Subsidiary" shall mean an Affiliate that is under the direct control of another Affiliate.

E. System Authority Matrix. "System Authority Matrix" shall mean the document as in effect from time to time which sets forth the respective responsibilities and authorities for Health System operations and decision making.

F. Other Capitalized Terms. Capitalized terms used in these Bylaws and not otherwise defined herein are used herein with the meanings given them in the California Nonprofit Corporation Law.

ARTICLE III

PURPOSES

Section 3.1 Purposes. The purposes of this Corporation are set out in its Articles of Incorporation as in effect from time to time.

ARTICLE IV

OFFICES AND SEAL

Section 4.1 Offices. The principal office for the transaction of the business of this Corporation shall be in the County of San Mateo, State of California. This Corporation may also have an office or offices within or without the State of California, as the Board of Directors may from time to time establish.

Section 4.2 Seal. This Corporation may have a common seal inscribed with the name of this Corporation.

ARTICLE V

BOARD OF DIRECTORS

Section 5.1 Powers. Subject to the provisions of this Corporation's Articles of Incorporation, these Bylaws, the System Authority Matrix, and the laws of the State of California, the activities and affairs of this Corporation shall be managed and conducted and all corporate powers shall be exercised by or under the direction of this Corporation's Board of Directors. To facilitate the management and conduct of this Corporation's activities and affairs, the Board of Directors shall establish corporate policies for, and formulate the basic rules and regulations governing the operation and management of, this Corporation. The Board of Directors may delegate the management and conduct of this Corporation's activities and affairs to any person or persons, management company, or committee however composed, provided that no delegation of authority by the Board of Directors to the President and Chief Executive Officer (as defined in Section 7.8 below), or anyone else, shall preclude the Board of Directors from exercising the authority required to meet its governance responsibility for the management and conduct of this Corporation's activities and affairs; and provided further that any delegation of powers of the Board may be made only to a committee of the Board consisting only of directors and shall be subject to the further limitations on Board committees set forth in Section 8.1 of these Bylaws. The Board of Directors shall retain the right to rescind any such delegation.

Section 5.2 Specific Authority of the Board of Directors. Without limiting the generality of the foregoing, the Board of Directors has the power and authority to take or approve the following actions, subject to the System Authority Matrix:

A. Approve or change the mission, role and/or purpose of this Corporation;

B. Amend, restate, or repeal the Bylaws and Articles of Incorporation of this Corporation;

C. Approve the merger, consolidation, reorganization, or dissolution of this Corporation and the disposition of the assets of this Corporation upon dissolution;

D. Fix the number and elect and remove the Directors of this Corporation;

E. Approve any amendment of the approval rights of the Corporation set forth in the System Authority Matrix;

F. Establish the overall debt limit governing the incurrence of debt and guaranties by this Corporation and its Affiliates and approve the incurrence of debt and guaranties of this Corporation or any of its Affiliates other than in accordance with such policies as in effect from time to time;

G. Approve the capital and operating budgets of this Corporation;

H. Establish the criteria for and approve the financial and strategic plans of the Corporation;

I. Approve the sale, transfer, substantial change in use of the assets of the Corporation to the extent required by the System Authority Matrix; and

J. Approve the formation by this Corporation of any new corporation or other legal entity, or its participation (excluding investment in publicly-traded securities) in any corporation or other entity as a shareholder, member, partner or joint venturer.

K. Approve the selection of the external audit firm for the Corporation and its Affiliates; and

L. Establish and appoint, and prescribe the duties and authorities of the audit, finance, and any other committee for the Health System that would substitute or supersede such committees of the governing bodies of the Affiliates to the extent allowed by applicable law.

Section 5.3 Specific Authority of the Corporation as Sole Corporate Member of Affiliates. The Board of Directors has the power and authority, in the name and on behalf of this Corporation, to take or approve the following actions with respect to its Affiliates, subject to the System Authority Matrix:

A. Approve the formation, merger, dissolution, consolidation, divestiture, closure, change in corporate membership or control and reorganization of each direct Affiliate of this Corporation;

B. Appoint and remove the chief executive officer and chairperson of the board of each of the Affiliates;

C. Approve the incurrence of debt and guaranties of any of its Affiliates other than in accordance with such policies as in effect from time to time;

D. Approve the sale, transfer, substantial change in use of the assets of any Affiliate to the extent required by the System Authority Matrix;

E. Approve any other action of this Corporation or any Affiliate controlled by this Corporation that has been established by resolution of the Board of Directors as requiring its approval, including but not limited to any approvals of authority necessary to ensure compliance with any credit agreement, master indenture or loan agreement to which this Corporation or any Affiliate controlled by this Corporation is a party.

Section 5.4 Board of Directors on the Effective Date. The Board of Directors on the Effective Date shall be those persons elected or appointed as specified in Section 2.1(a) of the System Restructuring and Support Agreement by and among Daughters of Charity Ministry Services Corporation, this Corporation, and Certain Funds Managed by BlueMountain Capital Management, LLC ("BMCM") dated July 17, 2015.

Section 5.5 Number and Qualification.

A. Generally. The Board of Directors shall consist of no less than five (5) members, as follows:

(1) BMCM shall have the right to appoint not more than twenty percent (20%) of the number of Directors constituting the Board of Directors at any time (each a "BM Director Appointee") during the period of time that its affiliate, Integrity Healthcare, LLC (the "Manager"), is providing management services to the Corporation pursuant to a management services agreement; and

(2) the remainder shall be persons nominated by the Nominating Committee as provided in Section 5.4 of these Bylaws and elected by the Board of Directors (the "At-Large Directors").

B. Qualifications.

(1) At-Large Directors recommended by the Nominating Committee shall be selected in a manner that meets any applicable requirements for the Corporation to maintain its tax-exempt status. Collectively, the At-Large Directors shall have the experience and expertise appropriate to fulfillment of their fiduciary duties as independent directors of a California nonprofit public benefit corporation. In the ordinary course, this means they will have experience in complex business operations and have had involvement in non-profit tax-exempt organizations. They will have exercised judgment in challenging business settings, and will have experience in working with teams in reaching goals. The At-Large Directors shall have demonstrated a willingness to commit support for the mission of the Corporation and training and experience in matters relevant to service as a member of the Board of Directors through:

(1) participation in community affairs or in the work of other charitable organizations;

(2) ability and willingness to contribute to the achievement of the purposes of the Corporation;

(3) awareness of the objectives of the Corporation as they relate to the health needs of the Corporation's service area; and

(4) such other criteria as may be recommended to the Nominating Committee by the Board of Directors.

(2) At-Large Directors shall not, either directly or indirectly, personally or through a family member, have any financial relationship with BMCM, or its owned or managed affiliates, and may not serve as an officer, director, contractor or employee of BMCM, any managed fund, or entity in which BMCM has an equity stake or option to purchase, except for public companies wherein BMCM has an interest of less than 10%.

C. Restriction on Interested Directors. Not more than forty-nine percent (49%) of the persons serving on the Board of Directors at any time may be interested persons. An interested person is (i) any person currently being compensated by this Corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor or otherwise, but excluding any reasonable compensation paid to a Director as Director; or (ii) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law of any such person. However, any violation of the provisions of this Section shall not affect the validity or enforceability of any transaction entered into by this Corporation.

Section 5.6 Nomination and Election of At-Large Directors. Candidates for At-Large Directors may be recommended by any member of the Board of Directors to the Nominating Committee, constituted in accordance with Section 8.7 of these Bylaws. Except as otherwise provided in this Section 5.6, and acting by the unanimous consent or vote of all of its members, the Nominating Committee shall nominate At-Large Director candidates to the Board of Directors and the Board of Directors shall elect the Directors of this Corporation at its annual meeting or at any other time designated by the Board of Directors. Notwithstanding the foregoing, if, after taking votes on two candidates for the same Director seat, the Nominating Committee does not vote unanimously for one of two initially considered candidates, then the affirmative vote needed to formally nominate a candidate to the Board of Directors may be by simple majority of the members of the Nominating Committee. The Nominating Committee shall notify the Board of Directors in writing of nominees at least ten (10) business days in advance of any regular or special meeting of the Board of Directors at which Directors are to be elected. At the next regular or special meeting of the Board of Directors, the Board of Directors shall either elect or reject as an At-Large Director any nominees provided by the Nominating Committee. If any Director positions remain unfilled, the nomination procedure shall be repeated and new names nominated in accordance with the procedures set forth in this Section, until all Director positions are filled.

Section 5.7 Term. Each appointed Director shall hold office for a term of one (1) year or such other period as the Board of Directors may set and until his or her successor is elected or appointed and qualified. Appointed Directors may be reappointed in accordance with Section 5.5(A) of these Bylaws.

Section 5.8 Removal and Filling of Vacancies. Any or all Directors may be removed from office, with or without cause, by the Board of Directors, except that the removal of a BM Director Appointee also requires the agreement of BMCM. The Board of Directors may declare vacant the office of a Director who has been removed, who has been declared of unsound mind by a final order of court or convicted of a felony, or who has been found, by a final order or judgment of any court, to be in breach of any duty owed to the Corporation under California law. In the event a Director shall be so removed or his or her office is declared vacant, a new Director to fill the unexpired term or terms of the Director who was removed or whose office was declared vacant may be appointed by the Board of Directors from nominees selected by the Nominating Committee, except that the vacant seat of a BM Director Appointee can only be filled by a new appointment by BMCM in accordance with Section 5.5(A) of these Bylaws. At all times the Board of Directors shall have not more than twenty percent (20%) of its members appointed by BMCM.

Section 5.9 Resignation. Any Director may resign at any time by delivering her or his resignation in writing to the Chairperson of the Board of Directors, or the Secretary or to the Board of Directors of the Corporation at its principal office; provided that, except upon notice by the Attorney General, no Director may resign if the Corporation would then be left without a duly elected Director or Directors in charge of its affairs. Such resignation shall be effective upon receipt unless specified to be effective at some other time.

Section 5.10 Compensation and Expenses. Directors may receive such reasonable compensation (within the meaning of Internal Revenue Code Section 4958), if any, for serving as Director, and advances or reimbursement for reasonable expenses, as may be fixed or determined by the Board of Directors. Directors may receive compensation from the Corporation for services rendered to it, subject to the restriction on interested Directors as set forth in Section 5.5(C).

Section 5.11 Self-Dealing Transactions. This Corporation shall not enter into self-dealing transactions. Except as provided in Section 5.11(A), for the purpose of this section, a self-dealing transaction means a transaction to which this corporation is a party and in which one or more of the members of its Board of Directors or officers has a material financial interest and which does not meet the requirements of Sections 5.11(B) or 5.11(C). Such a member of the Board of Directors is an "interested director" for the purpose of this section.

A. Exceptions. The provisions of this section do not apply to any of the following:

(1) An action of the Board of Directors fixing the compensation of a member of the Board of Directors as an officer of this corporation.

(2) A transaction which is part of a public or charitable program of this corporation if it (i) is approved or authorized by this corporation in good faith and without unjustified favoritism and (ii) results in a benefit to one or more members of the Board of Directors or their families because they are in the class of persons intended to be benefited by the public or charitable program.

(3) A transaction, of which the interested director or directors have no actual knowledge, and which does not exceed the lesser of one percent of the gross receipts of this corporation for the preceding fiscal year or one hundred thousand dollars ($100,000).

B. Prior Board of Directors Approval. This Corporation may enter into a self-dealing transaction if all of the following facts are established:

(1) This Corporation entered into the transaction for its own benefit;

(2) The transaction was fair and reasonable as to this Corporation at the time this Corporation entered into the transaction;

(3) Prior to consummating the transaction or any part thereof the Board of Directors authorized or approved the transaction in good faith by a vote of a majority of the members of the Board of Directors then in office without counting the vote of the interested director or directors, and with knowledge of the material facts concerning the transaction and the director's interest in the transaction. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorizes, approves or ratifies the contract or transaction. Except as provided in Paragraph 5.11(C)(1), action by a committee of the Board of Directors shall not satisfy this paragraph; and

(4) Prior to authorizing or approving the transaction the Board of Directors considered and in good faith determined after reasonable investigation under the circumstances that this corporation could not have obtained a more advantageous arrangement with reasonable effort under the circumstances or (ii) this corporation in fact could not have obtained a more advantageous arrangement with reasonable effort under the circumstances.

C. Subsequent Board of Directors Approval. This corporation may enter into a self-dealing transaction if all of the following facts are established:

(1) A committee or person authorized by the Board of Directors approved the transaction in a manner consistent with the standards set forth in Section 5.11(B);

(2) It was not reasonably practicable to obtain approval of the Board of Directors prior to entering into the transaction; and

(3) The Board of Directors, after determining in good faith that the conditions of subparagraphs (1) and (2) of this Section were satisfied, ratified the transaction at its next meeting by a vote of the majority of the members of the Board of Directors then in office without counting the vote of the interested director or directors. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorizes, approves or ratifies the contract or transaction.

ARTICLE VI

MEETINGS OF THE BOARD OF DIRECTORS

Section 6.1 Place of Meeting. All meetings of the Board of Directors shall be held at the principal office of this Corporation or at such other place as may be designated for that purpose in the notice of the meeting or, if not stated in the notice or there is no notice, at such place as may be set by resolution of the Board.

Section 6.2 Meetings by Telephone or Electronic Communication. Directors may participate in any meeting of the Board of Directors, regular or special, through the use of conference telephone, electronic video screen communication, or electronic transmission by and to the Corporation. Participation in a meeting through conference telephone or electronic video screen communication constitutes presence in person at that meeting so long as all members participating are able to hear one another. Participation in a meeting through electronic transmission other than telephone conference or electronic video transmission constitutes presence at that meeting so long as both of the following apply: (A) each member participating in the meeting can communicate with all of the other members concurrently; (B) each member is provided the means of participating in all matters before the Board of Directors, including, without limitation, the capacity to propose, or to interpose an objection to, a specific action to be taken by the Corporation.

Section 6.3 Annual Meetings. The Board of Directors shall hold an annual meeting for the purpose of organizing the Board, the election of officers, and the transaction of such other business as may come before the meeting. The annual meeting shall be held at such time as the Board may fix by resolution from time to time. No notice of the annual meeting of the Board of Directors need be given.

Section 6.4 Regular Meetings. Regular meetings of the Board of Directors shall be held at such time as the Board may fix by resolution from time to time. No notice of any regular meeting of the Board of Directors need be given.

Section 6.5 Special Meetings. Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the Chairperson of the Board or by two (2) or more Directors of this Corporation.

Section 6.6 Notice of Special Meetings. Notice of the time and place of special meetings shall be communicated personally or by telephone to each Director or sent to each Director by mail or other form of written communication, addressed to him or her at his or her

address as it is shown on the records of this Corporation. Such notice, if mailed, shall be mailed at least seventy-two (72) hours prior to the time of the meeting, or if delivered personally, telephonically or telegraphically or by e-mail, shall be received at least forty-eight (48) hours prior to the time of the meeting.

Section 6.7 Waiver of Notice. Notice of a meeting need not be given to any Director who signs a waiver of notice or a written consent to hold the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 6.8 Quorum. At all meetings of the Board of Directors, a majority of the then serving Directors, but not less than two (2), whichever is greater, shall be necessary and sufficient to constitute a quorum for the transaction of business, except that a majority of the Directors present, whether or not a quorum, may adjourn any Directors' meeting to another time and place. The act of a majority of the Directors present at any time at which there is a quorum shall be the act of the Board of Directors, unless a greater number is required by law. Notwithstanding the previous provisions of this Section, the Directors present at a meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, so long as any action taken is approved by at least a majority of the required quorum for such meeting.

Section 6.9 Action Without Meeting. Any action required or permitted to be taken by the Board of Directors under any provision of law, the Articles of Incorporation or these Bylaws may be taken without a meeting if all of the Directors individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as the unanimous vote of such Directors. Any certificate or other document filed on behalf of this Corporation relating to an action taken by the Board without a meeting shall state that the action was taken by written consent of the Board of Directors without a meeting and that the Bylaws of the Corporation authorize its Directors to so act.

Section 6.10 Prohibition Against Voting by Proxy. Directors may not vote by proxy.

ARTICLE VII

CORPORATE OFFICERS

Section 7.1 Officers.

A. The officers of this Corporation shall include a Chief Executive Officer and President ("CEO"), Chairperson of the Board, Vice Chairperson of the Board, Chief Financial Officer ("CFO"), and a Secretary, all of whom shall be selected in accordance with the provisions of this Article VII. Any number of such offices may be held by the same person, but neither the Chairperson of the Board nor the President/CEO may serve concurrently as the Secretary or CFO of this Corporation. In the event that the Board

creates the offices of "Chief Operating Officer", and/or "Chief Operating Officer and President" the duties of "President" as distinct from the duties of the "Chief Executive Officer" shall be determined by the Chief Executive Officer and ratified by the Board.

B. Except as otherwise set forth in these Bylaws, the officers of this Corporation shall be chosen annually by the Board of Directors and shall hold office until his or her resignation or removal by the Board of Directors or, in the case of the President/CEO and Chief Financial Officer, by the Manager (during any time that the Management Agreement is in effect), other disqualification to serve, or until his or her successor shall be elected and qualified. Notwithstanding any provision to the contrary in these Bylaws, as long as the Management Agreement remains in effect and has not terminated or expired, the Manager (as defined in the Management Agreement) will be obligated to provide an acceptable President/CEO and Chief Financial Officer, all as set forth under the terms and conditions of the Management Agreement, and will have the right to terminate or remove the Chief Executive Officer and President and Chief Financial Officer, without the approval of the Board of Directors. In the event the Manager terminates the President/CEO or Chief Financial Officer, the Manager shall be required to provide a replacement of such officer to be approved by the Board of Directors. The Board of Directors shall have the right to require Manager to replace the President/CEO or Chief Financial Officer if the Board of Directors determines, in its sole judgment, that the President/CEO or Chief Financial Officer is unacceptable.

C. The Board of Directors may appoint such other officers from among the members of the Board of Directors, such as one or more assistant secretaries or treasurers, as the business of this Corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as the Board of Directors from time to time may authorize.

Section 7.2 Removal of Officers. Subject to any consultation or approval requirements under the System Authority Matrix, any officer may be removed, with or without cause, by a majority of Directors then in office, at any regular or special meeting of the Board, except that if an employment agreement is in effect for any officer, its terms shall govern the removal of the officer. Should a vacancy occur in any office as a result of death, resignation, removal, disqualification or any other cause, the Board of Directors may delegate the powers and duties of such office, except as otherwise provided in these Bylaws, to any officer or to any Director until such time as a successor for such office has been elected or appointed. Any officer shall be automatically removed as such an officer upon his or her removal as a Director in accordance with the provisions of Section 5.6 of these Bylaws.

Section 7.3 Chairperson of the Board. The Chairperson of the Board shall be elected from among the Directors and shall have the powers and duties usually associated with such office. The Chairperson of the Board shall preside over meetings of the Board of Directors, supervise activities of the Board, and serve as an ex-officio voting member of all Board committees.

Section 7.4 Vice Chairperson of the Board. The Vice Chairperson of the Board shall be elected from among the Directors and, in the absence or disability of the Chairperson of the

Board, shall perform all duties of the Chairperson of the Board and, when so acting, shall have all powers of and be subject to all restrictions upon the Chairperson of the Board. In the absence of both the Chairperson of the Board and the Vice Chairperson of the Board, the Board shall select one of its members, other than the Secretary or Treasurer, to act as Chairperson of the Board.

Section 7.5 Secretary. The Secretary shall be elected from among the Directors and shall keep or cause to be kept at the principal office or at such other place as the Board of Directors may determine, a book of minutes of all meetings of the Directors, whether annual, regular or special, with the time and place of the meeting, the notice given, the names of those present at the meeting, the proceedings thereat and, if a special meeting, how it was authorized. The Secretary shall give or cause to be given notice of all meetings of the Board of Directors required by these Bylaws or by law. He or she shall keep the corporate seal in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

Section 7.6 Treasurer. The Treasurer shall be elected from among the Directors and shall have the powers and duties usually associated with such office, subject to limitation or extension by the Board of Directors. The Treasurer shall keep and maintain or cause to be kept and maintained adequate and correct accounts of the properties and business transactions of this Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any Director. The Treasurer shall submit or cause to be submitted to the Board of Directors annual statements of receipts and expenditures.

Section 7.7 President and Chief Executive Officer. The President and the Chief Executive Officer shall be the chief executive officer of this Corporation, shall serve as a member of the Corporation's executive team, and shall be an employee of the Corporation, except that during any period that the Management Agreement is in effect he or she shall be an employee of the manager thereunder. Subject to the powers of the Manager (during any time that the Management Agreement is in effect), the President/CEO shall be appointed by and subject to the removal of the Board of Directors. He or she shall report to and be accountable to the Manager (during any time that the Management Agreement is in effect), and report to, be accountable to and subject at all times to the ultimate supervision and authority of the Corporation's Board of Directors, shall have general supervision, direction and control of the business and non-Director officers of this Corporation and shall be held responsible for the proper functioning and management of this Corporation. The President and Chief Executive Officer shall possess the degree of education and experience appropriate to the proper discharge of these responsibilities and, if a management or employment agreement may be in effect, meet all of the requirements set forth in the management or employment agreement. The Board of Directors shall initiate and conduct periodic performance reviews of the President and Chief Executive Officer. Subject to the direction of the Manager (during any time that the Management Agreement is in effect) and the ultimate supervision and control of this Corporation's Board of Directors, the President and Chief Executive Officer shall organize the administrative functions of this Corporation, delegate duties and establish formal means of accountability on the part of his or her subordinate officers. The President and Chief Executive Officer may be an ex-officio voting member of all Advisory Committees, if so determined by the

Board of Directors. He or she shall have the general powers and duties of management usually vested in the chief executive officer under the California Nonprofit Public Benefit Corporation Law and shall have other powers and duties as may be prescribed by this Corporation's Board of Directors, these Bylaws, and the System Authority Matrix.

These powers and duties shall include, but not be limited to, the following:

A. to support and assist this Corporation in furtherance of its charitable purposes, consistent with the established philosophy and mission of the Health System;

B. to direct and implement the goals, policies and programs established for the Health System;

C. to promote a high standard of quality of care provided by the Health System through setting goals and objectives for quality improvement;

D. to act as the representative of this Corporation to the public as well as to governmental and voluntary organizations;

E. to make policy proposals to the Board of Directors and the Corporation's executives;

F. to assume responsibility for strategic planning, financial planning, physical facilities, site development and program planning to meet the health needs of the community;

G. to report to the Board of Directors and the Corporation's executives on the performance of this Corporation as well as on appropriate federal, state and local developments that affect health care therein;

H. to attend all meetings of the Board of Directors and committees thereof, except as otherwise determined by the Board of Directors;

I. to serve on such Advisory Board committees as determined by the Board of Directors;

J. to assure proper day-to-day administration of this Corporation;

K. to prepare an annual budget and periodically report to the Board of Directors and to the Corporation's executives on this Corporation's financial affairs and condition;

L. in consultation with the Board of Directors, to appoint each Vice President of the Corporation, to set the terms and conditions of employment of the Vice Presidents and to evaluate their performance periodically, to assure the proper selection, employment, control and discharge of employees of the Corporation and the executives and officers of the Affiliates and Subsidiaries, and the development and maintenance of this Corporation's written personnel policies and practices;

M. to assure proper maintenance and to keep the physical properties of this Corporation in a good state of repair; and

N. to assure proper business management of this Corporation so that funds are collected and expended in keeping with sound business practice and with charity.

Section 7.8 Chief Financial Officer. The Chief Financial Officer shall, in coordination with the Treasurer, and according to the direction of the Board of Directors and the President/CEO, keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, and fund balance. The books of account shall at all reasonable times be open to inspection by any Director. The Chief Financial Officer shall deposit all monies and other valuables in the name and to the credit of the Corporation with such depositaries as may be designated by the Board of Directors. He or she shall disburse the funds of the Corporation as may be ordered by the Board of Directors, shall render to the President and Chief Executive Officer, or the Directors whenever they request it, an account of all transactions as Chief Financial Officer and of the financial condition of the Corporation, and shall have other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws. Subject to the powers of the Manager (during any time that the Management Agreement is in effect), the Chief Financial Officer shall be appointed by and shall be subject to removal by the Board of Directors of the Corporation with the concurrence of the President and Chief Executive Officer of the Corporation. He or she shall report to and be accountable to the Board of Directors of this Corporation, the President and Chief Executive Officer, and the Manager (during any time that the Management Agreement is in effect).

Section 7.9 Reporting Relationship of Certain Corporate Officers to the Board of Directors. Persons serving from time to time in the positions of Corporate Responsibility Officer and Vice President and General Counsel shall report to and be accountable to the Board of Directors and the President and Chief Executive Officer and each of them shall be entitled to confidential access to the Chairperson and other members of the Board of Directors as necessary or advisable to carry out such person's duties in such position.

Section 7.10 Resignation. Any officer may resign at any time by giving written notice to the Corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party.

Section 7.11 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office.

ARTICLE VIII

COMMITTEES

Section 8.1 Generally.

A. The Board of Directors may by resolution establish (1) Committees of the Board which shall have legal authority to act for this Corporation and, as determined by the Board of Directors, the Health System, and (2) Advisory Committees. Committees may be either standing or special. Members of all committees shall serve at the pleasure of the Board. Any Committee of the Board which shall have legal authority to act for this Corporation, to the extent provided in a resolution of the Board, shall have all authority of the Board, except with respect to:

(1) The approval of any action for which the California Nonprofit Public Benefit Corporation Law or these Bylaws also require approval of a majority of this Corporation's Board of Directors;

(2) The filling of vacancies on the Board of Directors or on any committee that has the authority of the Board;

(3) The amendment or repeal of any resolution of the Board of Directors that by its express terms is not so amendable or repealable;

(4) The appointment of other committees or members thereof;

(5) The approval of any self-dealing transaction, except as provided in Section 5233(d)(3) of the California Nonprofit Public Benefit Corporation Law;

(6) Any decision with respect to the retention or termination of the Chief Executive Officer, approval or amendment of any operating or capital budget, approval of the annual audit, amendment of these Bylaws, any unbudgeted capital expenditure, or any decision with respect to the acquisition, divestiture, sale or other disposition of Corporation's assets, or the creation of any new Corporation liabilities, or the exercise of any reserved power held by the Corporation with respect to any of the Affiliates.

B. The Board of Directors shall have the power to prescribe the manner in which proceedings of any committee shall be conducted. In the absence of any such prescription, such committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless these Bylaws, the Board or such committee shall otherwise provide, the regular and special meetings and other actions of any committee shall be governed by the provisions of Article VII of these Bylaws. Each committee shall keep minutes of its proceedings and shall report the same to the Board from time to time, as the Board of Directors may require. The Board of Directors shall review the charter of each committee governed by a charter at least once every two years.

Section 8.2 Committees of the Board. Only Directors may be appointed as voting members of Committees of the Board. Each Committee of the Board shall consist of five (5) or more Directors, with at least one (1) member of each Committee being a BM Director Appointee. The Chairperson and members of Committees of the Board shall be appointed by the Board of Directors. The Board may designate one or more Directors as alternate members of any such committee, who may replace any absent member at any meeting of the committee.

Section 8.3 Advisory Committees. Advisory Committees may consist of two or more persons and may consist of Directors only, Directors and non-Directors, or non-Directors only, and may include non-voting members and alternate members. The Chairperson and members of Advisory Committees shall be appointed by the Chairperson of the Board or the Board of Directors. Advisory Committees shall have no legal authority to act for this Corporation.

Section 8.4 Executive Committee.

A. There may be an Executive Committee which, if established, shall consist of such members of the Board of Directors as the Board may designate, and shall include at least one BM Director Appointee. The Chairperson of the Executive Committee shall be the person then serving as Chairperson of the Board. The Executive Committee shall have authority to act for this Corporation, subject to the provisions of Section 8.1(A) of these Bylaws, as to those matters which may arise and cannot be handled in the ordinary course of regular or special meetings of the Board of Directors.

B. The establishment of an Executive Committee and the delegation of authority to it shall not operate to relieve the Board of Directors or any individual Director of any responsibility imposed on it or him or her by law, by the Articles of Incorporation of this Corporation or these Bylaws.

C. The Executive Committee shall meet at such times as it deems necessary, provided that reasonable notice of all meetings of the Executive Committee shall be given to its members and no act of the Executive Committee shall be valid unless approved by the vote of a majority, or by the unanimous written consent, of its members.

Section 8.5 Audit Committee. In a fiscal year in which the Corporation's gross revenue is $2,000,000 or more, the Corporation shall appoint an audit committee (the "Audit Committee"), shall hire an independent auditor, and shall have such auditor prepare an audited financial statement. Such $2,000,000 threshold excludes grants received from and contracts and services with government entities for which the governmental entity requires an accounting of funds received.

A. Members. The Audit Committee may include non-Board members, but it may not include any members of the staff, the President/CEO, or the CFO. If the Corporation has a Finance Committee, it shall be separate from the Audit Committee. The Audit Committee may include members of the Finance Committee, but such overlapping members shall constitute less than half of the Audit Committee and the chairperson of the Audit Committee may not be a member of the Finance Committee. Any person who has any material financial interest in any entity doing business with the

Corporation may not serve on the Audit Committee. Each member of the Audit Committee shall serve as such until such member's successor shall be appointed by the Board of Directors. In the event that any member of the Audit Committee shall resign or cease to be a Director of the Corporation, the vacancy thus caused shall be filled by the Board. The Audit Committee shall be an Advisory Committee and shall operate in accordance with this Section 8.5 and the charter adopted by the Board of Directors as in effect from time to time. The Audit Committee shall consist of not fewer than three members, all of whom shall be or shall be capable of becoming familiar with basic financial statements and accounting principles, and all of whom shall be deemed by the Board of Directors to be free of any relationship that would interfere with independent judgment. The Audit Committee shall meet at least quarterly, and shall meet at least annually with the outside auditor or auditors of the Corporation in the absence of all members who are employees of the Corporation or any Affiliate controlled by the Corporation.

B. Duties of the Audit Committee. Subject to the supervision of the Board, the Audit Committee shall exercise the following powers, responsibilities, and duties:

(1) To make recommendations to the Board regarding the appointment, retention, and termination of the independent auditor for the corporation and the Affiliates;

(2) To negotiate the auditor's compensation;

(3) To confer with the auditor to satisfy its members that the financial affairs of the corporation and the Affiliates are in order;

(4) To review the audit and decide whether to accept it; and

(5) To assure that any non-audit services performed by the auditor conform to the applicable independent standards and to approve such nonaudit services.

C. Compensation. Members of the Audit Committee shall receive compensation, if any, in an amount no greater than compensation received by members of other committees for services on the Board of Directors. An Audit Committee member may be reimbursed for reasonable expenses incurred in attending such meetings.

D. Control by the Board. The Audit Committee shall be subject at all times to the control of the Board, which shall have the power to revise or alter any action taken by the Audit Committee; provided, however, that no rights of third parties shall be affected thereby.

Section 8.6 Financial Statements Must Be Made Available. If the Corporation prepares an audited financial statement (either in accordance with Section 8.5 above or otherwise), such audited financial statement shall be made available for inspection by the California Attorney General and by all members of the public no later than nine months after the close of the relevant fiscal year in the same manner as the corporation's Internal Revenue

Service Form 990. Each annual financial statement shall be made available to the public for three years.

Section 8.7 Nominating Committee. The Nominating Committee shall be a standing advisory committee and shall be composed of five (5) Directors appointed by the Chairperson, including one BM Director Appointee. The Nominating Committee shall have the authority and responsibility to:

A. Recruit, screen, and evaluate candidates for Directors of this Corporation and other entities in which the Corporation has the right or power to appoint directors or managers and shall solicit recommendations and input from all Directors, BlueMountain Capital Management, LLC, and Manager for nominees to the Board of Directors;

B. Nominate Director nominees to the Board of Directors, and of other entities for which this Corporation has the right to appoint directors or managers; and

C. Perform such other functions as may be assigned to it by the Board of Directors.

Section 8.8 Executive Compensation Review and Approval. During any period that the President/CEO and CFO are employed by the Corporation, rather than the Manager, the Board, or any authorized Committee of the Board, shall review and approve the compensation, including benefits, of the President/CEO and the CFO to ensure that each such officer's compensation is just and reasonable. Such review and approval shall occur when the officer is initially hired, whenever the officer's term of employment is renewed or extended, and when the officer's compensation is modified, unless such modification applies to substantially all employees.

Section 8.9 Term of Office. The Chairperson and each member of a standing committee shall serve until the next election of Directors and until his or her successor is appointed or until such committee is sooner terminated or until he or she is removed, resigns or otherwise ceases to qualify as a member of the committee. The Chairperson and each member of a special committee shall serve for the life of the committee unless they are sooner removed, resign or cease to qualify as members of such committee.

Section 8.10 Vacancies. Vacancies on any committee may be filled for the unexpired portion of the term in the same manner as provided in the case of original appointments.

Section 8.11 Quorum. At all committee meetings, a majority of committee members then serving, but not less than three (3), whichever is greater, shall be necessary and sufficient to constitute a quorum for the transaction of business, except that a majority of committee members present, whether or not a quorum, may adjourn any committee meeting to another time and place. The act of a majority of the committee members present at a meeting at which there is a quorum shall be the act of the committee. Notwithstanding previous provisions of this Section, the committee members present at a meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of committee members, so long as any action taken is approved by at least a majority of the required quorum for such meeting.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1 Voting Interests. The Corporation may vote any and all shares held by it in any other corporation and may exercise any and all membership rights held by it in any other corporation. Such action shall be undertaken or evidenced on behalf of this Corporation by such officer, agent or proxy as the Board of Directors may appoint or, in default of any such appointment, by the Chairperson of the Board or by an officer who is also a Director and, in such case, such person may likewise appoint a proxy to vote shares.

Section 9.2 Checks, Drafts, Etc. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to this Corporation and any and all securities owned or held by this Corporation requiring signature for transfer shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by the Board of Directors.

Section 9.3 Execution of Contracts. Except as otherwise provided in these Bylaws, the Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute any instrument in the name of and on behalf of this Corporation and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors or by the System Authority Matrix, no officer, agent or employee shall have any power or authority to bind this Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

Section 9.4 Inspection of Corporate Records. The accounting books and records of this Corporation and the minutes of proceedings of this Corporation's Board of Directors and Committees shall be open to inspection upon the written request of any Director at any reasonable time and for any purpose reasonably related to the interests of the Director. Such inspection may be made in person or by an agent or attorney.

Section 9.5 Annual Report. The Board of Directors shall cause an annual report to be sent to each Director of this Corporation no later than one hundred twenty (120) days after the close of this Corporation's fiscal or calendar year. Such annual report shall be prepared in conformity with requirements of the California Nonprofit Public Benefit Corporation Law.

Section 9.6 Dissolution. The property and assets of this Corporation are irrevocably dedicated to charitable, educational and scientific purposes. Upon the winding up and dissolution of this Corporation, its assets remaining, after payment or adequate provision for payment of all debts and obligations of this Corporation, shall be distributed in accordance with the dissolution provisions set forth in this Corporation's Articles of Incorporation.

Section 9.7 Fiscal Year. The fiscal year of this Corporation shall begin on the first day of July each year and end on June 30th of the following year.

Section 9.8 Review of Bylaws. At least once every two (2) years, the Board of Directors shall review these Bylaws and recommend changes.

ARTICLE X

INDEMNIFICATION AND INSURANCE

Section 10.1 Indemnification. To the full extent permitted by law and in the manner provided by law, this Corporation may, and if the law requires it shall, indemnify against liability and hold harmless any person who was or is a party to or is threatened to be a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a Director, officer, employee or agent of this Corporation when serving in an official capacity on behalf of this Corporation, or is or was serving at the request of this Corporation as a member, director, officer, employee or agent of another corporation, domestic or foreign, nonprofit or for-profit, partnership, joint venture, trust or other enterprise. The foregoing rights of indemnification shall not be deemed to be exclusive of any other rights to which such person may be entitled under applicable law, and shall continue as to a person who has ceased to be a Director, officer, employee, or agent of this Corporation and shall inure to the benefit of the estate, executors, administrators, heirs, legatees or devisees of any such person to the extent such action, suit or proceeding survives the death of such person.

Section 10.2 Payment of Expenses. This Corporation may pay expenses, including attorneys' fees, incurred in defending any action, suit or proceeding referred to in this Article in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case and as permitted by law.

Section 10.3 Insurance. This Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of this Corporation when serving in an official capacity on behalf of this Corporation, or is or was serving at the request of this Corporation as a member, director, officer, employee or agent of another corporation, domestic or foreign, nonprofit or for-profit, partnership, joint venture, trust or other enterprise, against any claim or liability asserted against such person and incurred in any such capacity, or arising out of such person's status as such, whether or not this Corporation would be required or would have the power to indemnify such person against such liability under this Article or otherwise.

ARTICLE XI

MAINTAINING A UNIFIED HEALTH SYSTEM

Section 11.1 Generally. In order to establish the relationships among organizations in the Health System which are necessary to maintain a unified system, this Corporation shall require that the governing document or documents of any entity of which this Corporation is the sole corporate member or controlling organization contain the following:

A. Provisions which reserve to this Corporation the powers over such entity, as may be required by applicable Health System policies;

B. Provisions which reserve to such entity powers over organizations it controls, as may be required by applicable Health System policies; and

C. Provisions which require such entity to require that the governing document or documents of organizations it controls contain a provision which reserves to this Corporation, the powers set forth in these Bylaws, the governing document or documents of such entity or applicable Health System policies (including the System Authority Matrix). The term "governing document or documents," is used in this Article as a generic form to describe the organizational documents by which an entity is legally formed in a particular state and includes, but is not limited to, articles of incorporation, bylaws, governing resolutions, articles of partnership, joint venture agreements, and any other document which creates or governs the organization or entity.

Section 11.2 Exercise of Reserved Powers. All action by this Corporation as the corporate member or controlling entity of an Affiliate shall be by this Corporation's Board of Directors.

ARTICLE XII

GENDER AND NUMBER

Words used herein regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

ARTICLE XIII

AMENDMENTS

These Bylaws or any part thereof may be amended or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the Directors then in office.

Title 11, California Code of Regulations, § 999.5(d)(4)(A)

Exhibit 2

A0778025

FILED JCM
Secretary of State
State of California
DEC 08 2015

2358360

lcc

AMENDED AND RESTATED
ARTICLES OF INCORPORATION

OF

SETON MEDICAL CENTER

The undersigned certify that:

1. They are the President/Chief Executive Officer and the Secretary, respectively, of SETON MEDICAL CENTER, a California nonprofit religious corporation (the "Corporation")

2. The Articles of Incorporation of this Corporation shall be amended and restated to read in full as set forth in Exhibit A attached hereto and incorporated herein by this reference.

3. The foregoing amendment and restatement of the Articles of Incorporation has been duly approved by the board of directors and the sole member of this Corporation.

4. This Corporation has one member.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: December 8, 2015

[redacted]
John Ferrelli
President/Chief Executive Officer

[redacted]
Deacon Eugene Smith
Secretary

Exhibit A

AMENDED AND RESTATED

ARTICLES OF INCORPORATION

ARTICLE I

The name of this Corporation is "SETON MEDICAL CENTER".

ARTICLE II

A. This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law of the State of California for public and charitable purposes. In furtherance of the foregoing, this Corporation may do all of the following: (1) establish, acquire, develop, operate, lease, manage, and maintain acute care hospitals and appurtenant facilities; (2) promote and carry on scientific research related to the delivery of health care services; (3) establish, manage, and maintain various types of health plans, utilizing health delivery systems designed and coordinated to maximize benefits to the communities served; (4) participate in any activity designed and carried on to promote the general health of the community; and (5) make donations, transfer assets, and provide other forms of aid and assistance to, for the benefit of, or in connection with Verity Health System of California, Inc., a California nonprofit public benefit corporation ("Verity") or any of its affiliates. Notwithstanding the foregoing specific statement of purposes, the Corporation shall have and may exercise all of the power of a California nonprofit public benefit corporation, but only in furtherance of the above purposes.

B. In addition to the foregoing purposes, this Corporation is organized and operated primarily for charitable, scientific and educational purposes within the meaning of § 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law) (the "IRC"), and for scientific and charitable and educational purposes within the meaning of § 214(a)(15) of the California Revenue and Taxation Code (or the corresponding section of any future California revenue and tax law) (the "R&TC"). In furtherance of these purposes, this Corporation may:

(1) Support and foster the corporate purposes of Verity, and aid, assist and confer benefits upon Verity and its affiliates.

(2) Cooperate with health care institutions and membership institutions of Verity in their respective efforts to promote quality service at reasonable rates;

(3) Promote cooperation and the exchange of knowledge and experience within the health system established and operated by Verity;

(4) Engage in any lawful activities within the purposes and powers for which a corporation may be organized under the California Nonprofit Public

Benefit Corporation Law and as may be necessary or expedient for the administration of the affairs and attainment of the purposes of this Corporation.

(5) Otherwise operate for charitable, scientific and educational purposes within the meaning of § 501(c)(3) of the IRC and within the meaning of § 214(a)(6) of the R&TC, in the course of which operation:

(a) No part of the net earnings of this Corporation shall inure to the benefit of, or be distributable to, any private shareholder or individual, except that this Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

(b) No substantial part, of the activities of this Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and this Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office except as authorized under the IRC and R&TC.

(c) Notwithstanding any other provisions of these Articles, this Corporation shall not carry on any other activities not permitted to be carried on by (i) a corporation exempt from federal income tax under § 501(a) of the IRC, or by a corporation, contributions to which are deductible under § 170(c)(2) of the IRC, or ii) by a corporation exempt from taxation under § 214 of the R&TC.

ARTICLE III

This Corporation shall have one member (the "Corporate Member"). The Corporate Member shall be Verity.

ARTICLE IV

The property and assets of this Corporation are irrevocably dedicated to charitable, educational and scientific purposes meeting the requirements of § 214 of the R&TC. Upon the winding up and dissolution of this Corporation, its assets remaining, after payment or adequate provision for payment of all debts and obligations of this Corporation, shall be distributed in accordance with a plan of liquidation approved by the Board of Directors to: (a) the Corporate Member, if it is organized and operated exclusively for public and charitable purposes and has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or if for any reason it is unable to take such assets for such purpose; (b) such organization or organizations determined by the Board of Directors and organized and operated exclusively for charitable, educational or scientific purposes as shall at the time qualify as an exempt organization or organizations under § 501(c)(3) of the IRC and under § 214 of the

R&TC. No assets shall be distributed to any organization if any part of the net earnings of such organization inures to the benefit of any private person or individual, or if a substantial part of the activities of such organization is the carrying on of propaganda or otherwise attempting to influence legislation, or if the organization participates in, or intervenes in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office, or if the organization carries on any other activities not permitted to be carried on (i) by a corporation exempt from federal income tax under § 501(c)(3) of the IRC and meeting the requirements of § 214 of the R&TC or (ii) by a corporation, contributions to which are deductible under § 170(c)(2) of the IRC.

ARTICLE V

These Articles shall be amended only upon approval by this Corporation's Board of Directors and the Corporate Member.

I hereby certify that the foregoing transcript of 2 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

DEC 08 2015

Date:

ALEX PADILLA, Secretary of State

2358360

ARTICLES OF INCORPORATION
OF
SETON MEDICAL CENTER

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

SEP 11 2001

BILL JONES, Secretary of State

ARTICLE I

The name of this Corporation is: Seton Medical Center.

ARTICLE II

A. This Corporation is a religious corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Religious Corporation Law primarily for religious purposes. More specifically, the purposes of this Corporation are to be faithful to the Gospel and to the Vincentian charism to serve Jesus Christ in the person of the sick poor, and thereby to support, benefit and further the religious, charitable, scientific and educational purposes of the Daughters of Charity of St. Vincent de Paul, Province of the West (the "Province"). In furtherance of the foregoing, this Corporation may do all of the following:

(1) Establish, acquire, develop, operate, lease, manage and maintain acute care hospitals and appurtenant facilities which hospitals and facilities shall be operated in adherence with the Ethical and Religious Directives for Catholic Health Facilities promulgated by the National Conference of Catholic Bishops.

(2) Promote and carry on scientific research related to the care of the sick and injured.

(3) Establish, manage and maintain various types of health plans, utilizing health delivery systems designed and coordinated to maximize benefits to the communities served.

(4) Participate in any activity designed and carried on to promote the general health of the community.

(5) Make donations, transfer assets and provide other forms of aid and assistance to, for the benefit of, or in connection with DCHS, the Province or any of their respective affiliates.

B. In addition to the foregoing purposes this Corporation is organized and operated primarily for religious, charitable, scientific and educational purposes within the meaning of § 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of

any future United States Internal Revenue Law) (the "IRC"), and within the meaning of § 214(a)(6) of the California Revenue and Taxation Code (or the corresponding section of any future California revenue and tax law) (the "R&TC") and, in furtherance of these purposes and consistent with the teachings of the Roman Catholic Church, this Corporation may:

(1) Serve in the housing, health care, social services and education ministries of the Roman Catholic Church and carry out its mission.

(2) Promote, support and engage in any and all religious, educational, charitable and scientific ministries which are now, or may hereafter be, established by DCHS.

(3) Promote, support and engage in any and all religious, educational, charitable and scientific ministries which are now, or may hereafter be, established by the Province.

(4) Support and foster the corporate purposes of Daughters of Charity Health System ("DCHS"), a California nonprofit religious corporation, and aid, assist and confer benefits upon DCHS and its affiliates.

(5) Cooperate with the Province sponsored health care institutions and membership institutions of DCHS in their respective efforts to promote quality service at reasonable rates.

(6) Promote cooperation and the exchange of knowledge and experience within the Daughters of Charity St. Vincent de Paul ministry.

(7) Engage in any lawful activities within the purposes and powers for which a corporation may be organized under the California Nonprofit Religious Corporation Law and as may be necessary or expedient for the administration of the affairs and attainment of the purposes of this Corporation.

(8) Otherwise operate for religious, charitable, scientific and educational purposes within the meaning of § 501(c)(3) of the IRC and within the meaning of § 214(a)(6) of the R&TC, in the course of which operation:

(a) No part of the net earnings of this Corporation shall inure to the benefit of, or be distributable to, any private shareholder or individual, except that this Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

(b) No substantial part of the activities of this Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and this Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office except as authorized under the IRC and R&TC.

(c) Notwithstanding any other provisions of these Articles, this Corporation shall not carry on any other activities not permitted to be carried on by (i) a corporation exempt from federal income tax under § 501(a) of the IRC, or by a corporation, contributions to which are deductible under § 170(c)(2) of the IRC, or (ii) by a corporation exempt from taxation under § 214 of the R&TC.

C. This Corporation is formed for the purpose of supporting the overall Daughters of Charity of St. Vincent de Paul mission of responding to the multiple needs of the poor particularly for housing, health and social services, primarily in the geographic region consisting of the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Nevada, New Mexico, Montana, Oregon, Utah, Washington and Wyoming. This Article is one of purpose and not of powers and nothing contained in this Article shall be construed as limiting powers conferred upon this Corporation by the California Nonprofit Religious Corporation Law.

ARTICLE III

This Corporation shall have one member (the "Corporate Member"). The Corporate Member shall be DCHS.

ARTICLE IV

The property and assets of this Corporation are irrevocably dedicated to religious, charitable, educational and scientific purposes meeting the requirements for exemption provided by § 214 of the R&TC. Upon the winding up and dissolution of this Corporation, its assets remaining, after payment or adequate provision for payment of all debts and obligations of this Corporation, shall be distributed in accordance with a plan of liquidation approved by the Board of Directors (a) to DCHS, if it is organized and operated exclusively for charitable purposes and has established its tax-exempt status under § 501(c)(3) of the IRC and under § 214 of the R&TC, or if for any reason it is unable to take such assets for such purpose, (b) to the Daughters of Charity Ministry Services Corporation, if it is organized and operated exclusively for charitable purposes and has established its tax-exempt status under § 501(c)(3) of the IRC and under § 214 of the R&TC, or if for any reason it is unable to take such assets for such purpose, or any successor thereto, if it is organized and operated exclusively for charitable purposes and has established its tax-exempt status under § 501(c)(3) of the IRC and under § 214 of the R&TC, or if for any reason it is unable to take such assets for such purpose (c) to the Province, if it is organized and operated exclusively for charitable purposes and has established its tax-exempt

status under § 501(c)(3) of the IRC and under § 214 of the R&TC, or if for any reason it is unable to take such assets for such purpose, (d) to a nonprofit fund, foundation, entity or corporation approved by the Province that is organized and operated exclusively for religious, charitable, educational or scientific purposes, that has established its tax-exempt status under § 501(c)(3) of the IRC and under § 214 of the R&TC and that is operated in the United States for the benefit of the Province, or if for any reason it is unable to take such assets for such purposes, or if no such fund; foundation or corporation exists, (e) to such organization or organizations determined by the Board of Directors and organized and operated exclusively for religious, charitable, educational or scientific purposes as shall at the time qualify as an exempt organization or organizations under § 501(c)(3) of the IRC and under § 214 of the R&TC. No assets shall be distributed to any organization if any part of the net earnings of such organization inures to the benefit of any private person or individual, or if a substantial part of the activities of such organization is the carrying on of propaganda or otherwise attempting to influence legislation, or if the organization participates in, or intervenes in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office, or if the organization carries on any other activities not permitted to be carried on (i) by a corporation exempt from federal income tax under § 501(c)(3) of the IRC and under § 214 of the R&TC or (ii) by a corporation, contributions to which are deductible under § 170(c)(2) of the IRC.

ARTICLE V

The name and address in the State of California of this corporation's initial agent for service of process is:

Bernadette Smith
Seton Medical Center
1900 Sullivan Street
Daly City, CA 94015

ARTICLE VI

These Articles shall be amended only upon approval by this Corporation's Board of Directors and Corporate Member.

September 10, 2001

[redacted]

Sister Margaret Keaveney, D.C., Incorporator

OFFICE OF THE SECRETARY OF STATE

AMENDED AND RESTATED

BYLAWS OF

SETON MEDICAL CENTER

Adopted April 4, 2017

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AMENDED AND RESTATED

BYLAWS OF

SETON MEDICAL CENTER

ARTICLE I

NAME

The name of this Corporation shall be as set forth in its Articles of Incorporation.

ARTICLE II

DEFINITIONS

Section 1. Definitions. These Bylaws contain the terms "Affiliate" and "Health System." These terms are also used in the bylaws of other entities comprising the Health System. For purposes of continuity, when used in these Bylaws, such terms shall be interpreted to give full effect to the intent of Article XIII of these Bylaws.

(a) Affiliate. The term "Affiliate" shall mean, individually, each organization that is controlled, directly or indirectly, by Verity Health System of California, Inc., a California nonprofit public benefit corporation ("Verity"), or by another organization controlled by Verity. As used in this definition, "control" shall mean (a) the status of sole corporate member of an organization; or (b) the authority to appoint, elect or approve at least a majority of the governing body of an organization.

(b) Corporate Member. The term "Corporate Member" shall mean Verity.

(c) Corporation. The term "Corporation" shall mean Seton Medical Center.

(d) Health System. The term "Health System" shall mean, collectively, Verity, this Corporation and the Affiliates of Verity.

(e) Subsidiary. "Subsidiary" shall mean an Affiliate that is under the direct control of another Affiliate.

(f) System Authority Matrix. The term "System Authority Matrix" shall mean the document as in effect from time to time which sets forth the respective responsibilities and authorities for Health System operations and decision making.

Section 2. Other Capitalized Terms. Capitalized terms used in these Bylaws and not otherwise defined herein are used herein with the meanings given them in the California Nonprofit Corporation Law.

ARTICLE III

PURPOSES

Section 1. Purposes. The purposes of this Corporation are set out in its Articles of Incorporation as in effect from time to time.

ARTICLE IV

OFFICES AND SEAL

Section 1. Principal Office. The principal office of this Corporation shall be in the County of San Mateo, State of California.

Section 2. Seal. This Corporation may have a common seal inscribed with the name of this Corporation.

ARTICLE V

CORPORATE MEMBERSHIP

Section 1. Corporate Membership. The sole member of this Corporation is Verity, acting through its Board of Directors or otherwise as provided in Article XIII, Section 2 of these Bylaws or the California Nonprofit Corporation Law.

Section 2. Rights and Powers of the Corporate Member. As the sole member of this Corporation under the California Nonprofit Corporation Law, the Corporate Member has all corresponding statutory rights and powers of membership. In addition, the Corporate Member has the power (which are termed the "Reserved Powers" of the Corporate Member) to take or approve the following actions:

(a) Approve or change the mission, role and purpose of this Corporation;

(b) Amend the Bylaws and Articles of Incorporation of this Corporation;

(c) Authorize the Board of Directors to amend the bylaws, articles of incorporation or other organizational documents of any Affiliate;

(d) Approve the formation, merger, dissolution, consolidation, divestiture, closure, change in corporate membership or control and reorganization of each direct Affiliate of this Corporation;

(e) Fix the number and appoint and remove the Directors of this Corporation;

(f) Appoint and remove the Chairperson of the Board and the President and Chief Executive Officer of this Corporation and of each direct Affiliate or Subsidiary of this Corporation;

(g) Approve the merger, consolidation, reorganization or dissolution of this Corporation and the disposition of the assets of this Corporation upon dissolution;

(h) Approve the acquisition, sale, lease, mortgage, transfer or other alienation of real or personal property of this Corporation other than in accordance with the System Authority Matrix;

(i) Approve the capital and operating budgets of this Corporation or of any Affiliate controlled by this Corporation;

(j) Approve the incurrence of debt or guaranties of this Corporation other than in accordance with the System Authority Matrix;

(k) Establish policy concerning quality of care and services for the Corporation and to approve any such policies of this Corporation that are inconsistent with the System Authority Matrix;

(l) Establish policy and procedures concerning finance and resources for the Corporation and to approve any such policies or procedures that are inconsistent with such policies or procedures;

(m) Establish criteria for the long-range financial and strategic plans of the Corporation and to approve any such plans;

(n) Establish an internal auditing program and approve any material element of the internal auditing program for this Corporation that is inconsistent with the internal auditing program established by the Corporate Member;

(o) Approve capital expenditures by this Corporation or for any Affiliate controlled by this Corporation other than in accordance with the System Authority Matrix;

(p) Approve the transfer of funds, by gift or loan, between this Corporation and one or more other Affiliates of Verity and this Corporation or to any other person or entity other than in accordance with System Authority Matrix; and

(q) Approve any other action by this Corporation or for any Affiliate controlled by this Corporation that has been established by resolution of the Corporate Member as requiring its approval, including, but not limited to, any approvals of authority necessary to ensure compliance with any credit agreement, master indenture or loan agreement to which this Corporation or any Affiliate controlled by this Corporation is a party.

Section 3. Voting By Proxy. The Corporate Member may not vote by proxy.

Section 4. Appointment of Officer or Director or Others to Act on Behalf of Corporate Member. Subject to applicable law and the articles of incorporation and bylaws of the Corporate Member, the Corporate Member's board of directors may, by resolution, appoint one of more officers or directors of the Corporate Member or one or more other persons to act on its behalf, in its capacity as Corporate Member of this Corporation.

Section 5. Annual Meeting. A meeting of the Corporate Member shall be held annually for the purpose of appointing Directors and to transact such other business as may be brought before such meeting. The annual meeting of the Corporate Member shall be held at such time and place as the board of directors of the Corporate Member determine from time to time.

Section 6. Action by Written Consent. Any action required or permitted to be taken at a meeting (whether annual, regular or special) by the Corporate Member under any provision of law, the Articles of Incorporation or these Bylaws may be taken without a meeting if the Corporate Member consents to such action in writing. Each such written consent shall be filed with the minutes of the proceedings of the Corporation. Such action by written consent shall have the same force and effect as a vote of the Corporate Member. Any certificate or other document filed on behalf of this Corporation relating to an action taken by the Corporate Member without a meeting shall state that the action was taken by written consent of the Corporate Member without a meeting and that the Bylaws of the Corporation authorize the Corporate Member to so act.

ARTICLE VI

BOARD OF DIRECTORS

Section 1. Powers. Subject to the provisions of this Corporation's Articles of Incorporation, these Bylaws, the Reserved Powers of the Corporate Member, the System Authority Matrix and the laws of the State of California, the activities and affairs of this Corporation shall be managed and conducted and all corporate powers shall be exercised by or under the direction of this Corporation's Board of Directors. To facilitate the management and conduct of this Corporation's activities and affairs, the Board of Directors shall establish corporate policies for, and formulate the basic rules and regulations governing the operation and management of, this Corporation and generally oversee and be responsible for the quality of care and the planning of services rendered by this Corporation. The Board of Directors may delegate the management and conduct of this Corporation's activities and affairs to any person or persons, management company, or committee however composed, provided that no delegation of authority by the Board of Directors to the Chief Executive Officer (as defined in Article VIII, Section 4 below), or anyone else, shall preclude the Board of Directors from exercising the authority required to meet its governance responsibility for the management and conduct of this Corporation's activities and affairs; and provided, further, that any delegation of powers of the Board may be made only to a committee of the Board consisting only of Directors and shall be subject to the further limitations on Board committees set forth in Article IX, Section 1 of these Bylaws. The Board of Directors shall retain the right to rescind any such delegation.

Section 2. Reserved Powers of Verity as the Corporate Member; Final Action. Certain actions of the Board of Directors are subject to the Reserved Powers of Verity, acting in its capacity as the Corporate Member of this Corporation, as set forth above in Article V of these Bylaws. Action by the Board of Directors of this Corporation that is subject to the approval of the Corporate Member pursuant to the Reserved Powers of the Corporate Member shall become final, binding action of the Corporation when such action has been approved or ratified by final action of the Corporate Member acting in accordance with these Bylaws and the bylaws of the Corporate Member.

Section 3. Number and Qualification.

(a) The Board of Directors shall consist of not less than five (5) nor more than seventeen (17) members, including:

(i) The President and Chief Executive Officer of the Corporate Member shall serve as a member of the Board, *ex officio.*

(ii) The Board of Directors may include at least one (1) person who is a member in good standing of the Board of Directors of Verity, provided that no more than fifty percent (50%) of the Directors shall be members who are in good standing of the Board of Directors of Verity.

(iii) At least one-third of the members shall be residents of San Mateo County; and

(iv) No more than twenty (20) percent of the members of the Board of Directors shall have, either directly or indirectly, personally or through a family member, any financial relationship with BlueMountain Capital Management, LLC or any of its owned or managed affiliates or Integrity Healthcare, LLC, and may not serve as an officer, director, contractor or employee of BlueMountain Capital Management, LLC or any of its owned or managed affiliates, or Integrity Healthcare, LLC, any managed fund, or entity in which BlueMountain Capital Management, LLC has an equity stake or option to purchase, except for public companies wherein BlueMountain Capital Management, LLC has an interest of less than 10%.

(b) Restriction on Interested Directors. Not more than forty-nine percent (49%) of the persons serving on the Board of Directors at any time may be interested persons within the meaning of Section 5227 of the California Nonprofit Public Benefit Corporation Law. An interested person is (i) any person currently being compensated by this Corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor or otherwise, but excluding any reasonable compensation paid to a Director as Director; or (ii) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person. However, any violation of the provision of this Section shall not affect the validity or enforceability of any transaction entered into by this Corporation.

Section 4. Appointment by Corporate Member. The Directors shall be appointed by Verity at each annual meeting of the Corporate Member.

Section 5. Term. Each Director (other than the President and Chief Executive Officer of the Corporate Member) shall hold office for a term of one (1) year or such other period set by the Corporate Member or until a successor is appointed and qualified or until such person sooner dies, resigns, is removed or becomes disqualified.

Section 6. Removal and Filling of Vacancies. The Board of Directors may declare vacant the office of a Director who has been declared of unsound mind by a final order of court or convicted of a felony or who has missed more than half of the meetings of the Board of

Directors during any twelve-month period other than by reason of illness, or who has been found, by a final order or judgment of any court, to be in breach of any duty owed to the Corporation under Sections 5230-5239 of the California Nonprofit Public Benefit Corporation Law. In the event that such office is declared vacant, a new Director to fill the unexpired portion of the term of the Director whose office was declared vacant shall be appointed by the Corporate Member.

Section 7. Resignation. Any Director may resign at any time by delivering his or her resignation in writing to the Chairperson of the Board of Directors, the President or the Secretary or to the Board of Directors of the Corporation at its principal office; provided that, except upon notice to the Attorney General, no Director may resign if the Corporation would then be left without a duly elected Director or Directors in charge of its affairs. Such resignation shall be effective upon receipt unless specified to be effective at some other time.

Section 8. Fees and Compensation. Directors may receive such reasonable compensation (within the meaning of Internal Revenue Code Section 4958), if any, for serving as Director, and advances or reimbursement for reasonable expenses, as may be fixed or determined by the Corporate Member. Directors may receive compensation from the Corporation for services rendered to it, subject to the restriction on Interested Directors as set forth in Section 3(b) above of this Article VI.

Section 9. Self-Dealing Transactions. This Corporation shall not enter into self-dealing transactions. Except as provided in Section 9(a) of this Article VI, for the purpose of this Section, a self-dealing transaction means a transaction to which this Corporation is a party and in which one or more of the members of its Board of Directors or officers has a material financial interest and which does not meet the requirements of Sections 9(b) or 9(c) of this Article VI. Such a member of the Board of Directors is an "Interested Director" for the purpose of this Section.

(a) Exceptions. The provisions of this section do not apply to any of the following:

(i) An action of the Board of Directors fixing the compensation of a member of the Board of Directors as an officer of this Corporation.

(ii) A transaction which is part of a public or charitable program of this Corporation if it (i) is approved or authorized by this Corporation in good faith and without unjustified favoritism and (ii) results in a benefit to one or more members of the Board of Directors or their families because they are in the class of persons intended to be benefited by the public or charitable program.

(iii) A transaction, of which the Interested Director or Directors have no actual knowledge, and which does not exceed the lesser of one percent of the gross receipts of this Corporation for the preceding fiscal year or one hundred thousand dollars ($100,000).

(b) Prior Board of Directors Approval. This Corporation may enter into a self-dealing transaction if all of the following facts are established:

(i) This Corporation entered into the transaction for its own benefit;

(ii) The transaction was fair and reasonable as to this Corporation at the time this Corporation entered into the transaction;

(iii) Prior to consummating the transaction or any part thereof the Board of Directors authorized or approved the transaction in good faith by a vote of a majority of the members of the Board of Directors then in office without counting the vote of the Interested Director or Directors, and with knowledge of the material facts concerning the transaction and the Director's interest in the transaction. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorizes, approves or ratifies the contract or transaction. Except as provided in Section 9(c)(i) of this Article VI, action by a committee of the Board of Directors shall not satisfy this paragraph; and

(iv) Prior to authorizing or approving the transaction the Board of Directors considered and in good faith determined after reasonable investigation under the circumstances that this Corporation could not have obtained a more advantageous arrangement with reasonable effort under the circumstances or (ii) this Corporation in fact could not have obtained a more advantageous arrangement with reasonable effort under the circumstances.

(c) Subsequent Board of Directors Approval. This Corporation may enter into a self-dealing transaction if all of the following facts are established:

(i) A committee or person authorized by the Board of Directors approved the transaction in a manner consistent with the standards set forth in Section 9(b) of this Article VI;

(ii) It was not reasonably practicable to obtain approval of the Board of Directors prior to entering into the transaction; and

(iii) The Board of Directors, after determining in good faith that the conditions of subparagraphs (i) and (ii) of this subsection (c) were satisfied, ratified the transaction at its next meeting by a vote of the majority of the members of the Board of Directors then in office without counting the vote of the Interested Director or Directors. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorizes, approves or ratifies the contract or transaction.

ARTICLE VII

MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Place of Meeting. All meetings of the Board of Directors shall be held at the principal office of this Corporation or at such other place as may be designated for that purpose in the notice of the meeting or, if not stated in the notice or there is no notice, at such place as may be set by resolution of the Board.

Section 2. Annual Meeting. As soon as reasonably practicable, but no later than sixty (60) days after the annual meeting of the Corporate Member, the Board of Directors shall hold an annual meeting for the purpose of organizing the Board, electing officers other than the Chairperson of the Board, and the transaction of such other business as may come before the meeting. The date of the annual meeting shall be fixed by resolution. No notice of the annual meeting of the Board of Directors need be given.

Section 3. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time as the Corporate Member may fix by resolution from time to time. No notice of regular meetings of the Board of Directors need be given.

Section 4. Special Meetings. Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the Chairperson of the Board or by two (2) or more Directors of this Corporation, or by the Corporate Member.

Section 5. Notice of Special Meetings. Notice of the time and place of special meetings shall be communicated personally or by telephone to each Director or sent to each Director by mail or other form of written communication (including e-mail), addressed to such Director at his or her address as it is shown on the records of this Corporation. Such notice, if mailed, shall be mailed at least seventy-two (72) hours prior to the time of the meeting, or if delivered personally, telephonically or telegraphically or by e-mail, shall be received at least forty-eight (48) hours prior to the time of the meeting.

Section 6. Waiver of Notice. Notice of a meeting need not be given to any Director who signs a waiver of notice or a written consent to hold the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 7. Quorum. At all meetings of the Board of Directors, a majority of the then serving Directors, but not less than two (2), whichever is greater, shall be necessary and sufficient to constitute a quorum for the transaction of business, except that a majority of the Directors present, whether or not a quorum, may adjourn any Directors meeting to another time and place. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, unless a greater number is required by law. Notwithstanding the previous provisions of this Section, the Directors present at a meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, so long as any action taken is approved by at least a majority of the required quorum for such meeting.

Section 8. Action Without Meeting. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all of the Directors individually or collectively shall consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as the unanimous vote of such Directors. Any certificate or other document filed on behalf of this Corporation relating to an action taken by the Board without a

meeting shall state that the action was taken by written consent of the Board of Directors without a meeting and that the Bylaws of the Corporation authorize its Directors to so act.

Section 9. Telephonic Meeting. Directors may participate in a meeting of the Board through the use of conference telephone or similar communication equipment, as long as all Directors participating in such meeting can hear one another. Participation in this manner shall constitute presence in person at such meeting.

Section 10. Prohibition Against Voting by Proxy. Directors may not vote by proxy.

Section 11. Board Observer. The President and Chief Executive Officer of the Corporate Member shall appoint one of Verity's Corporate Officers to be an official Board Observer of the Board of Directors. The Board Observer shall have the right to be heard at any meetings of the Board of Directors, but in no event shall the Board Observer (i) be deemed to be a member of the Board; or (ii) have the right to vote on any matter under consideration by the Board.

ARTICLE VIII

CORPORATE OFFICERS

Section 1. Officers.

(a) The officers of this Corporation shall include a Chairperson of the Board, a Vice Chairperson of the Board, a President and Chief Executive Officer ("CEO"), a Chief Financial Officer ("CFO"), and a Secretary all of whom shall be selected in accordance with the provisions of this Article VIII. Neither the Chairperson of the Board nor the President/CEO may serve concurrently as the Secretary or CFO of this Corporation.

(b) Each officer shall hold office until his or her resignation or removal, other disqualification to serve or until his or her successor shall be elected and qualified.

(c) The Board of Directors may appoint such additional officers from among the members of the Board of Directors (including, for example, one (1) or more assistant Secretaries), as the business of this Corporation may require, each of whom shall serve for such period, have such authority and perform such duties as the Board of Directors from time to time may authorize.

Section 2. Removal of Officers. Any officer, other than the Chairperson of the Board, the President and CEO and the CFO, may be removed, with or without cause, by a majority of Directors then in office, at any regular or special meeting of the Board. The Chairperson of the Board may be removed, with or without cause, only by the Corporate Member, and the President/CEO may be removed, with or without cause, only by the Corporate Member after consultation with the Board of Directors of this Corporation and the President/CEO of the Corporate Member. The CFO may be removed, with or without cause, only by the President/CEO of this Corporation with the concurrence of the Chief Financial Officer of the Corporate Member after consultation with the Board of Directors of this Corporation. If a vacancy occurs in any office as a result of death, resignation, removal, disqualification or any

other cause, the Board of Directors may delegate the powers and duties of such, office, except as otherwise provided in these Bylaws, to any officer or to any Director until such time as a successor for such office has been appointed. Any officer who is also a Director shall be automatically removed as such an officer upon his or her removal as a Director in accordance with the provisions of Article VI, Section 6 of these Bylaws.

Section 3. Chairperson of the Board. The Chairperson of the Board shall be appointed by the Corporate Member in connection with the appointment of the Directors. The Chairperson of the Board shall have the powers and duties usually associated with such office. The Chairperson of the Board shall preside over meetings of the Board of Directors, supervise activities of the Board, and serve as an ex officio voting member of all Board committees.

Section 4. President and Chief Executive Officer. The President/CEO shall be the chief executive officer of this Corporation, shall be an employee of Verity, and shall serve as a member of the Verity executive team. The President/CEO shall be appointed by the Corporate Member after consultation with this Corporation's Board of Directors and the President/CEO of the Corporate Member. He or she shall serve such term as may be determined by the Board of Directors. He or she shall report to and be accountable to this Corporation's Board of Directors and to the President/CEO of the Corporate Member and shall have general supervision, direction and control of the business, employees and independent contractors of this Corporation and shall be held responsible for the proper functioning and management of this Corporation. The President/CEO shall possess the degree of education and experience appropriate to the proper discharge of these responsibilities and, if a management or employment agreement may be in effect, meet all of the requirements set forth in the management or employment agreement. The President/CEO may sign, with the Secretary or any other officer of this Corporation as authorized by this Corporation's Board of Directors, any instrument which this Corporation's Board of Directors has authorized to be executed. The Chairperson of the Board of this Corporation and the President/CEO of the Corporate Member shall initiate and conduct periodic performance reviews of the President/CEO of this Corporation, taking into account the advice and comments of this Corporation's Board of Directors. Subject to the control of this Corporation's Board of Directors and the direction of the Corporate Member, the President/CEO shall organize the administrative functions of this Corporation, delegate duties and establish formal means of accountability on the part of his or her subordinate officers. The President/CEO shall have the general powers and duties of management usually vested in the chief executive officer under the California Nonprofit Public Benefit Corporation Law and shall have other powers and duties as may be prescribed by this Corporation's Board of Directors, these Bylaws, and the policies of the Corporate Member.

Section 5. Vice Chairperson of the Board. The Vice Chairperson of the Board shall be elected from among the Directors and, in the absence or disability of the Chairperson of the Board, shall perform all duties of the Chairperson of the Board and, when so acting, shall have all powers of and be subject to all restrictions upon the Chairperson of the Board. In the absence of both the Chairperson of the Board and the Vice Chairperson of the Board, the Board shall select one of its members, other than the Secretary or CFO, to act as Chairperson of the Board.

Section 6. Secretary. The Secretary shall be appointed initially by the Corporate Member and thereafter shall be elected from among the Directors and shall keep or cause to be

kept at the principal office or at such other place as the Board of Directors may determine, a book of minutes of all meetings of the Directors, whether annual, regular or special, with the time and place of the meeting, the notice given, the names of those present at the meeting, the proceedings thereat and, if a special meeting, how it was authorized. The Secretary shall give or cause to be given notice of all meetings of the Board of Directors required by these Bylaws or by law. The Secretary shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

Section 7. Chief Financial Officer. The CFO shall and according to the direction of the Board of Directors and the President/CEO, keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of this Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses and capital. The CFO shall deposit all monies and other valuables in the name and to the credit of this Corporation with such depositaries as may be designated by the Board of Directors. The CFO shall disburse the funds of this Corporation as may be ordered by the Board of Directors, shall render to the President/CEO, the Directors or the Chief Financial Officer of the Corporate Member, whenever they request it, an account of all transactions and of the financial condition of this Corporation, and shall have other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws. The CFO shall be appointed by and subject to removal by the President/CEO of this Corporation as a corporate employee with the concurrence of the Chief Financial Officer of the Corporate Member after consultation with the Board of Directors of this Corporation. He or she shall serve such term as may be determined by the Board of Directors. He or she shall report to and be accountable to the President/CEO of this Corporation and the Chief Financial Officer of the Corporate Member.

Section 8. Reporting Relationship of Certain Corporate Officers to the Board of Directors. Persons serving from time to time in the positions of Corporate Responsibility Officer and Vice President and General Counsel of the Corporate Member shall report to and be accountable to the Corporate Member's board of directors and the President/CEO and each of them shall be entitled to confidential access to this Corporation's Chairperson and other members of this Corporation's Board of Directors as necessary or advisable to carry out such person's duties in such position.

Section 9. Resignation. Any officer may resign at any time by giving written notice to this Corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation is without prejudice to the rights, if any, of this Corporation under any contract to which the officer is a party.

Section 10. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office.

ARTICLE IX

COMMITTEES

Section 1. Generally.

(a) The Board of Directors may by resolution establish (1) Committees of the Board which shall have legal authority to act for this Corporation, subject to the authority of any Health System-wide committees appointed by Verity, and (2) Advisory Committees. Committees may be either standing or special. Members of all committees shall serve at the pleasure of the Board. Any Committee of the Board which shall have legal authority to act for this Corporation, to the extent provided in a resolution of the Board adopted by a majority of the Directors then in office, shall have all authority of the Board, except with respect to:

(i) The approval of any action for which the California Nonprofit Public Benefit Corporation Law or these Bylaws also require approval of the Corporate Member, or a majority of this Corporation's Board of Directors;

(ii) The filling of vacancies on the Board of Directors or on any committee that has the authority of the Board;

(iii) The amendment or repeal of any resolution of the Board of Directors that by its express terms is not so amendable or repealable;

(iv) The appointment of other Committees of the Board or members thereof; or

(v) The approval of any self-dealing transaction, except as provided in Section 5233(d)(3) of the California Nonprofit Public Benefit Corporation Law.

(b) The Board of Directors shall have the power to prescribe the manner in which proceedings of any committee shall be conducted. In the absence of any such prescription, such committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless these Bylaws, the Board or such committee shall otherwise provide, the regular and special meetings and other actions of any committee shall be governed by the provisions of Article VII of these Bylaws. Each committee shall keep minutes of its proceedings and shall report the same to the Board from time to time, as the Board of Directors may require. The Board of Directors shall review the charter of each committee governed by a charter at least once every two years.

Section 2. Committees of the Board. Only Directors may be appointed as members of Committees of the Board. Each Committee of the Board shall consist of two or more Directors. The Chairperson and members of Committees of the Board shall be appointed by the Board of Directors by resolution adopted by a majority of the Directors then in office. The Board may

designate one or more Directors as alternate members of any such committee, who may replace any absent member at any meeting of the committee.

Section 3. Advisory Committees. Advisory Committees may consist of two or more persons and may consist of Directors only, Directors and non-Directors, or non-Directors only, and may include non-voting members and alternate members. The Chairperson and members of Advisory Committees shall be appointed by the Chairperson of the Board or the Board of Directors. Advisory Committees shall have no legal authority to act for this Corporation.

Section 4. Executive Committee.

(a) There may be an Executive Committee which, if established, shall consist of some such members of the Board of Directors as the Board may designate. The Chairperson of the Executive Committee shall be the person then serving as Chairperson of the Board. The Executive Committee shall have authority to act for this Corporation, subject to the provisions of Section 1 of this Article.

(b) The establishment of an Executive Committee and the delegation of authority to it shall not operate to relieve the Board of Directors or any individual Director of any responsibility imposed on it or him or her by law, by the Articles of Incorporation of this Corporation or these Bylaws.

(c) The Executive Committee shall meet at such times as it deems necessary, provided that reasonable notice of all meetings of the Executive Committee shall be given to its members and no act of the Executive Committee shall be valid unless approved by the vote of a majority, or by the unanimous written consent, of its members.

Section 5. Finance Committee. The Finance Committee shall be an Advisory Committee and shall operate in accordance with a charter adopted by the Board of Directors as in effect from time to time. It shall consist of not fewer than four members, all of whom shall be or shall be capable of becoming familiar with basic financial statements and accounting principles, and all of whom shall be deemed by the Board of Directors to be free of any relationship that would interfere with independent judgment. The members of the Committee shall include the President and Chief Executive Officer of the Corporation, the Chief Financial Officer of the Corporation, the Chief Financial Officer of the Corporate Member, and at least one other person who is not an officer of the Corporation. The Committee shall have general surveillance over the finances of the Corporation, shall approve the annual budget of and any financial statements prepared by the Corporation, and shall make regular reports and recommendations to the Board of Directors. If there is no separate Audit Committee, the Finance Committee shall be responsible for performing the functions of the Audit Committee as set forth in these Bylaws. For the avoidance of doubt, the Board retains the ultimate authority to approve the annual budget and any financial statements prepared by the Corporation.

Section 6. Audit Committee. The Audit Committee shall be an Advisory Committee and shall operate in accordance with a charter adopted by the Board of Directors as in effect from time to time. It shall consist of not fewer than three members, all of whom shall be or shall

be capable of becoming familiar with basic financial statements and accounting principles, and all of whom shall be deemed by the Board of Directors to be free of any relationship that would interfere with independent judgment. None of the members may be employees of the Corporation. Members of the Audit Committee shall not receive any compensation from the Corporation in excess of the compensation, if any, received by Directors for service on the Board and shall not have a material financial interest in any entity doing business with the Corporation. The Committee shall meet quarterly and shall meet at least annually with the outside auditor or auditors of the Corporation. The Committee shall have general surveillance over the auditing of the financial records of the Corporation, shall approve the financial statements prepared by the Corporation, and shall make regular reports and recommendations to the Board of Directors, all subject to the authority of the audit committee of Verity or any Health System-wide audit committee that may be established by Verity from time-to-time. At the sole discretion of the Corporate Member, the Audit Committee of this Corporation may be dissolved and all of its responsibilities shall be assumed by the Corporate Member's audit committee.

Section 7. Quality and Patient Safety Committee. The Quality and Patient Safety Committee shall be an Advisory Committee and shall operate in accordance with a charter adopted by the Board of Directors as in effect from time to time. The Quality and Patient Safety Committee shall consist of not fewer than three members, all of whom shall be or shall be capable of becoming familiar with basic issues and requirements affecting the quality performance of acute-care hospitals. The Committee's composition shall be as follows: (1) at least one member of the Committee shall be a Director in good standing of this Corporation; (2) at least one shall be the Chief of Staff or other senior physician practicing in a facility affiliated with the Corporation, appointed by the Board of Directors; (3) the President and Chief Executive Officer of the Corporation shall be a voting ex officio member; and (4) the Vice President of Quality of the Corporate Member shall be each a voting ex officio member. The Quality and Patient Safety Committee shall meet a minimum of six times a year, shall present regular reports to the Board of Directors and shall oversee the establishment and implementation of an ongoing quality assurance program in accordance with its charter, including, for example and without limitation: review of reports from the administration and the medical staff of the Corporation addressing quality performance, assessment of the impact of the Committee's oversight on quality performance, review of information regarding patient experience, evaluation of the adequacy of resources allocated to quality improvement, and monitoring of participation in national quality improvement efforts.

Section 8. Term of Office. The Chairperson and each member of a standing committee shall serve until the next election of Directors and until his or her successor is appointed or until such committee is sooner terminated or until he or she is removed, resigns or otherwise ceases to qualify as a member of the committee. The Chairperson and each member of a special committee shall serve for the life of the committee unless they are sooner removed, resign or cease to qualify as members of such committee.

Section 9. Vacancies. Vacancies on any committee may be filled for the unexpired portion of the term in the same manner as provided in the case of original appointments.

Section 10. Quorum. At all committee meetings, a majority of committee members then serving, but not less than two (2), whichever is greater, shall be necessary and sufficient to

constitute a quorum for the transaction of business, except that a majority of committee members present, whether or not a quorum, may adjourn any committee meeting to another time and place. The act of a majority of the committee members present at a meeting at which there is a quorum shall be the act of the committee. Notwithstanding previous provisions of this Section, the committee members present at a meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of committee members, so long as any action taken is approved by at least a majority of the required quorum for such meeting.

ARTICLE X

MEDICAL STAFF

Section 1. Organization, Appointments and Hearings.

(a) The Corporation shall maintain an organized medical staff that is accountable to the Board of Directors. The Board of Directors shall have the ultimate authority and responsibility for the oversight and delivery of health care rendered by all licensed independent practitioners and other practitioners granted practice privileges at health facilities licensed in the name of this Corporation. The Board of Directors shall organize the physicians, dentists, podiatrists and such other categories as may be permitted by law and granted practice privileges at health facilities licensed in the name of this Corporation into one or more staffs ("Medical Staff") under Medical Staff bylaws approved by the Board of Directors. The Board of Directors shall also make provision for credentialing and privileging through the medical staff process of such categories of licensed independent practitioners and other practitioners as the Board of Directors may authorize under Medical Staff bylaws approved by the Board of Directors (the "Allied Health Professional Staff"). The Board of Directors shall consider recommendations of the Medical Staff and appoint to the Medical Staff and the Allied Health Professional Staff such practitioners as meet the qualifications for membership and privileges set forth in the Medical Staff bylaws. Only members of the Medical Staff may admit patients. Each member of the Medical Staff and the Allied Health Professional Staff shall have appropriate authority and responsibility for the care of his or her patients, subject to the limits of his or her licensure and privileges, as delineated by the Board of Directors, and subject to such limits as are contained in these Bylaws and in the Bylaws, Rules and Regulations of the Medical Staff.

(b) All applications for appointment to the Medical Staff and the Allied Health Professional Staff shall be in writing and addressed to the Medical Staff secretary. They shall contain full information concerning the applicant's education, licensure, practice, previous hospital experience and any history with regard to licensure and hospital privileges.

(c) All appointments to the Medical Staff and the Allied Health Professional Staff shall be for a maximum period of two (2) years, renewable by the Board of Directors upon re-application. When an appointment is denied or not renewed, or when privileges have been or are proposed to be denied, reduced, suspended or terminated, the affected practitioner shall be afforded a fair hearing and review conducted in accordance with the hearing and appeal provisions of the Medical Staff bylaws.

(d) Liaison among the Board, Administration, the Medical Staff and the Allied Health Professional Staff shall be accomplished as determined by the Board of Directors from time to time.

Section 2. Medical Care and Evaluation.

(a) The Medical Staff shall be responsible to the Board of Directors for providing appropriate professional care to patients and for overseeing the quality of care, treatment and services delivered by the Medical Staff and the Allied Health Professional Staff, evaluating the competency of practitioners, delineating the privileges of members of the Medical Staff and the Allied Health Professional Staff, and providing leadership in performance improvement activities of the Corporation.

(b) The Board of Directors, in the exercise of its responsibility to establish, maintain and support an ongoing performance improvement program, shall delegate to the Medical Staff initial authority for assuring appropriate professional care by members of the Medical Staff to patients. The Medical Staff shall discharge this responsibility through a continuing review, analysis, and appraisal of the quality of care provided by members of the Medical Staff and the Allied Health Professional Staff and an appropriate response to findings. Such performance improvement activities shall be regularly reported, together with their results and recommended responses, to the Board of Directors.

(c) The Medical Staff and the Allied Health Professional Staff shall maintain adequate and accurate medical records for all patients.

(d) The Medical Staff shall make recommendations to the Board of Directors concerning:

(i) Appointments, re-appointments and alterations to Medical Staff and Allied Health Professional Staff status;

(ii) Granting, revocation and alteration of privileges;

(iii) Corrective and disciplinary actions;

(iv) All matters relating to professional competency; and

(v) Such specific matters as may be referred to it by the Board of Directors.

Section 3. Medical Staff Bylaws.

(a) There shall be Bylaws, Rules and Regulations for the Medical Staff setting forth its organization and government. Proposed Medical Staff bylaws, rules and regulations shall be recommended and approved by the Medical Staff and shall become effective only upon their approval by the Board of Directors, which approval shall not be unreasonably withheld.

(b) The Medical Staff Bylaws shall include procedures for:

(i) written, well-defined criteria for appointment, precluding the possibility of discrimination according to color, national origin, race, creed, sex or age;

(ii) appointment, reappointment, delineation of privileges, curtailment and revocation of privileges;

(iii) an appeals mechanism for review of decisions to deny, curtail or revoke privileges;

(iv) a performance improvement program by which patient care is regularly evaluated and verification of this evaluation and of responsive actions taken is provided to the Board of Directors;

(v) attestation by signature of each practitioner that he or she will abide by the Medical Staff Bylaws, Rules and Regulations and the policies of the Corporation and Health System;

(vi) communication between the Board of Directors and the Medical Staff through the Executive Committee of the Medical Staff;

(vii) requiring that only a licensed practitioner with clinical privileges shall be directly responsible for a patient's diagnosis and treatment within the area of such practitioner's privileges; each patient's general medical condition shall be the responsibility of a physician member of the Medical Staff; each patient admitted shall receive a baseline history and physical examination by a physician or other licensee who has the requisite privileges; a physician member of the Medical Staff shall be responsible for the care of any medical problems that may be present at the time of admission or that may arise during hospitalization;

(viii) the selection and appointment of officers of the Medical Staff and of Medical Staff department chairpersons, all of whom shall be subject to approval of the Board of Directors;

(ix) restricting membership in the Medical Staff to physicians, dentists, podiatrists and, when authorized, clinical psychologists, and membership in the Allied Health Professional Staff to licensed independent practitioners in categories approved for privileges who are competent in their respective fields, worthy in character and in professional ethics; and

(x) maintaining self-government by the Medical, Staff with respect to the professional work performed at the Corporation and periodic meetings of the Medical Staff to review and analyze clinical experience at regular intervals, with patient medical records as the basis for such review and analysis.

(c) The Medical Staff Bylaws shall provide that:

(i) there shall be no discrimination with respect to Medical Staff privileges or the provision of professional services against a licensed physician on the basis of whether that physician holds an M.D. or a D.O. degree; and

(ii) whenever staffing requirements for a service mandate that the physician responsible for the service be certified or eligible for certification by an appropriate American Medical board, such position may be filled by an osteopathic physician who is certified or eligible for certification by the equivalent appropriate American osteopathic board.

Section 4. Medico-Administrative Personnel. Except as specified in written requirements for such positions, physicians and specified professional personnel engaged by this Corporation either full time or part time as employees or independent contractors in any medico-administrative positions, shall not be required to maintain membership on the Medical Staff Members of the Medical Staff in medico-administrative positions may be terminated from their contractual relationship with this Corporation according to corporate policy or according to the terms of their contracts.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Voting Interests. Subject to the limitations of Article VI, Section 2 of these Bylaws (Reserved Powers of the Corporate Member), the Corporation may vote any and all shares or other voting securities held by it in any other corporation or other entity and may exercise any and all membership rights held by it in any other corporation. Such action shall be undertaken or evidenced on behalf of this Corporation by such officer, agent or proxy as the Board of Directors may appoint or, in the absence of any such appointment, by the Chairperson of the Board or by an officer who is also a Director and, in such case, such person may likewise appoint a proxy to vote such securities.

Section 2. Checks, Drafts, Etc. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to this Corporation and any and all securities owned or held by this Corporation requiring signature for transfer shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by the Board of Directors.

Section 3. Execution of Contracts. Except as otherwise provided in these Bylaws, and subject to the System Authority Matrix, the Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute any instrument in the name of and on behalf of this Corporation and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent or employee shall have any

power or authority to bind this Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

Section 4. Inspection of Corporate Records. The accounting books and records of this Corporation, the minutes of proceedings of this Corporation's Board of Directors and Committees, and the minutes of proceedings of the Corporate Member acting in its capacity as member of this Corporation shall be open to inspection upon the written request by the Corporate Member or any Director at any reasonable time and for any purpose reasonably related to the interests of the Corporate Member, or the Director, as applicable. Such inspection may be made in person or by an agent or attorney.

Section 5. Annual Report. The Board of Directors shall cause an annual report to be sent to each Director of this Corporation and to the Corporate Member, no later than one hundred twenty (120) days after the close of this Corporation's fiscal or calendar year. Such annual report shall be prepared in conformity with requirements of the California Nonprofit Corporation Law.

Section 6. Fiscal Year. The fiscal year of this Corporation shall begin on the first day of July each year and end on June 30th of the following year.

Section 7. Review of Bylaws. At least once every two (2) years, the Board of Directors shall review, or delegate to an appropriate committee the review of, these Bylaws and recommend revisions to the Corporate Member as necessary to assure their compliance with all relevant requirements for licensure and accreditation of the health care facilities of the Corporation by state agencies and The Joint Commission, respectively.

Section 8. Financial Statements Must Be Made Available. If the Corporation prepares an audited financial statement, such audited financial statement shall be made available for inspection by the California Attorney General and by all members of the public no later than nine months after the close of the relevant fiscal year in the same manner as the Corporation's Internal Revenue Service Form 990. Each annual financial statement shall be made available to the public for three years.

Section 9. Executive Compensation Review and Approval. The Board, or any authorized Committee of the Board, shall review and approve the compensation, including benefits, of the President and CEO and the CFO to ensure that each such officer's compensation is just and reasonable. Such review and approval shall occur when the officer is initially hired, whenever the officer's term of employment is renewed or extended, and when the officer's compensation is modified, unless such modification applies to substantially all employees.

ARTICLE XII

INDEMNIFICATION AND INSURANCE

Section 1. Indemnification. To the full extent permitted by law and in the manner provided by law, this Corporation may, and if the law requires it shall, indemnify against liability and hold harmless any person who was or is a party to or is threatened to be a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a

Director, officer, employee or other agent of this Corporation when serving in an official capacity on behalf of this Corporation, or is or was serving at the request of this Corporation as a member, director, officer, employee or other agent of another corporation, domestic or foreign, nonprofit or for-profit, partnership, joint venture, trust or other enterprise. The foregoing rights of indemnification shall not be deemed to be exclusive of any other rights to which such person may be entitled under applicable law, and shall continue as to a person who has ceased to be a Director, officer, employee, or other agent of this Corporation and shall inure to the benefit of the estate, executors, administrators, heirs, legatees or devisees of any such person to the extent such action, suit or proceeding survives the death of such person.

Section 2. Payment of Expenses. This Corporation may pay expenses, including attorney's fees, incurred in defending any action, suit or proceeding referred to in this Article in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case and as permitted by law.

Section 3. Insurance. This Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or other agent of this Corporation when serving in an official capacity on behalf of this Corporation, or is or was serving at the request of this Corporation as a member, director, officer, employee or other agent of another corporation, domestic or foreign, nonprofit or for-profit, partnership, joint venture, trust or other enterprise, against any claim or liability asserted against such person and incurred in any such capacity, or arising out of such person's status as such, whether or not this Corporation would be required or would have the power to indemnify such person against such liability under this Article or otherwise.

ARTICLE XIII

MAINTAINING A UNIFIED HEALTH SYSTEM

Section 1. Generally. In order to ensure the relationships between organizations in the Health System that are necessary to maintain a unified system, this Corporation, in accordance with policies established by the Corporate Member, shall require that the governing document or documents of any entity of which this Corporation is the sole member or controlling organization contain the following:

(a) Provisions that reserve to this Corporation the powers over such entity as may be required by applicable Health System policies;

(b) Provisions that reserve to such entity powers over organizations it controls, as may be required by applicable Health System policies; and

(c) Provisions that require such entity to require that the governing document or documents of organizations it controls contain a provision that reserves to this Corporation, to the Corporate Member of this Corporation or to such entity, as the case may be, the powers set forth in these Bylaws, the governing document or documents of such entity or applicable Health System policies. The term "governing document or documents" is used in this Article as a generic term to describe the organizational documents by which an entity is legally formed in a

particular state and includes, but is not limited to, articles of incorporation, bylaws, governing resolutions, articles of partnership, joint venture agreements, operating agreements and any other document that creates or governs the organization or entity.

Section 2. Exercise of Reserved Powers. All action by this Corporation as the sole member or controlling person of an Affiliate shall be taken by this Corporation's Board of Directors.

ARTICLE XIV

GENDER AND NUMBER

Words used herein regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

ARTICLE XV

AMENDMENTS

These Bylaws or any part thereof may be amended or repealed or new Bylaws may be adopted by the affirmative vote of the Corporate Member.

Title 11, California Code of Regulations, § 999.5(d)(4)(A)

Exhibit 3

A0778020

LBO

3586226

FILED
Secretary of State
State of California 65
DEC 0 8 2015
lcc

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

ST. FRANCIS MEDICAL CENTER

The undersigned certify that:

1. They are the President/Chief Executive Officer and the Secretary, respectively, of ST. FRANCIS MEDICAL CENTER, a California nonprofit religious corporation (the "Corporation")

2. The Articles of Incorporation of this Corporation shall be amended and restated to read in full as set forth in Exhibit A attached hereto and incorporated herein by this reference.

3. The foregoing amendment and restatement of the Articles of Incorporation has been duly approved by the board of directors and the sole member of this Corporation.

4. This Corporation has one member.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: December 8, 2015

[redacted]

Gerald T. Kozai
President/Chief Executive Officer

[redacted]

Sr. JoAnne Laviolette, DC
Secretary

A0778020

Exhibit A

AMENDED AND RESTATED

ARTICLES OF INCORPORATION

ARTICLE I

The name of this Corporation is "ST. FRANCIS MEDICAL CENTER".

ARTICLE II

A. This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law of the State of California for public and charitable purposes. In furtherance of the foregoing, this Corporation may do all of the following: (1) establish, acquire, develop, operate, lease, manage, and maintain acute care hospitals and appurtenant facilities; (2) promote and carry on scientific research related to the delivery of health care services; (3) establish, manage, and maintain various types of health plans, utilizing health delivery systems designed and coordinated to maximize benefits to the communities served; (4) participate in any activity designed and carried on to promote the general health of the community; and (5) make donations, transfer assets, and provide other forms of aid and assistance to, for the benefit of, or in connection with Verity Health System of California, Inc., a California nonprofit public benefit corporation ("Verity") or any of its affiliates. Notwithstanding the foregoing specific statement of purposes, the Corporation shall have and may exercise all of the power of a California nonprofit public benefit corporation, but only in furtherance of the above purposes.

B. In addition to the foregoing purposes, this Corporation is organized and operated primarily for charitable, scientific and educational purposes within the meaning of § 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law) (the "IRC"), and for scientific and charitable and educational purposes within the meaning of § 214(a)(15) of the California Revenue and Taxation Code (or the corresponding section of any future California revenue and tax law) (the "R&TC"). In furtherance of these purposes, this Corporation may:

(1) Support and foster the corporate purposes of Verity, and aid, assist and confer benefits upon Verity and its affiliates.

(2) Cooperate with health care institutions and membership institutions of Verity in their respective efforts to promote quality service at reasonable rates;

(3) Promote cooperation and the exchange of knowledge and experience within the health system established and operated by Verity;

(4) Engage in any lawful activities within the purposes and powers for which a corporation may be organized under the California Nonprofit Public

Benefit Corporation Law and as may be necessary or expedient for the administration of the affairs and attainment of the purposes of this Corporation.

(5) Otherwise operate for charitable, scientific and educational purposes within the meaning of § 501(c)(3) of the IRC and within the meaning of § 214(a)(6) of the R&TC, in the course of which operation:

(a) No part of the net earnings of this Corporation shall inure to the benefit of, or be distributable to, any private shareholder or individual, except that this Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

(b) No substantial part, of the activities of this Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and this Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office except as authorized under the IRC and R&TC.

(c) Notwithstanding any other provisions of these Articles, this Corporation shall not carry on any other activities not permitted to be carried on by (i) a corporation exempt from federal income tax under § 501(a) of the IRC, or by a corporation, contributions to which are deductible under § 170(c)(2) of the IRC, or ii) by a corporation exempt from taxation under § 214 of the R&TC.

ARTICLE III

This Corporation shall have one member (the "Corporate Member"). The Corporate Member shall be Verity.

ARTICLE IV

The property and assets of this Corporation are irrevocably dedicated to charitable, educational and scientific purposes meeting the requirements of § 214 of the R&TC. Upon the winding up and dissolution of this Corporation, its assets remaining, after payment or adequate provision for payment of all debts and obligations of this Corporation, shall be distributed in accordance with a plan of liquidation approved by the Board of Directors to: (a) the Corporate Member, if it is organized and operated exclusively for public and charitable purposes and has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or if for any reason it is unable to take such assets for such purpose; (b) such organization or organizations determined by the Board of Directors and organized and operated exclusively for charitable, educational or scientific purposes as shall at the time qualify as an exempt organization or organizations under § 501(c)(3) of the IRC and under § 214 of the

R&TC. No assets shall be distributed to any organization if any part of the net earnings of such organization inures to the benefit of any private person or individual, or if a substantial part of the activities of such organization is the carrying on of propaganda or otherwise attempting to influence legislation, or if the organization participates in, or intervenes in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office, or if the organization carries on any other activities not permitted to be carried on (i) by a corporation exempt from federal income tax under § 501(c)(3) of the IRC and meeting the requirements of § 214 of the R&TC or (ii) by a corporation, contributions to which are deductible under § 170(c)(2) of the IRC.

ARTICLE V

These Articles shall be amended only upon approval by this Corporation's Board of Directors and the Corporate Member.

I hereby certify that the foregoing transcript of 1 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

DEC 08 2015

Date:

ALEX PADILLA, Secretary of State

A0723975

ENDORSED - FILED
In the office of the Secretary of State
of the State of California
FEB 01 2012

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF ST. FRANCIS MEDICAL CENTER

The undersigned hereby certify that:

(1) They are the duly elected and acting Chairman of the Board and Secretary, respectively, of St. Francis Medical Center, a California nonprofit religious corporation (the "Corporation").

(2) The Articles of Incorporation of this Corporation shall be amended and restated to read in full as follows:

ARTICLE I

The name of this Corporation is: St. Francis Medical Center.

ARTICLE II

A. This Corporation is a religious corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Religious Corporation Law primarily for religious purposes. More specifically, the purposes of this Corporation are to be faithful to the Gospel and to the Vincentian charism to serve Jesus Christ in the person of the sick poor, and thereby to support, benefit and further the religious, charitable, scientific and educational purposes of the Daughters of Charity of St. Vincent de Paul, Province of the West (the "Province"). In furtherance of the foregoing, this Corporation may do all of the following:

(1) Establish, acquire, develop, operate, lease, manage and maintain acute care hospitals and appurtenant facilities which hospitals and facilities shall be operated in adherence with the Ethical and Religious Directives for Catholic Health Facilities promulgated by the National Conference of Catholic Bishops.

(2) Promote and carry on scientific research related to the care of the sick and injured.

(3) Establish, manage and maintain various types of health plans, utilizing health delivery systems designed and coordinated to maximize benefits to the communities served.

(4) Participate in any activity designed and carried on to promote the general health of the community.

(5) Make donations, transfer assets and provide other forms of aid and assistance to, for the benefit of, or in connection with Daughters of Charity

Health System ("DCHS"), the Province or any of their respective affiliates.

B. In addition to the foregoing purposes, this Corporation is organized and operated primarily for religious, charitable, scientific and educational purposes within the meaning of § 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law) (the "IRC"), and within the meaning of § 214(a)(6) of the California Revenue and Taxation Code (or the corresponding section of any future California revenue and tax law) (the "R&TC") and, in furtherance of these purposes and consistent with the official teachings of the Roman Catholic Church, this Corporation may:

(1) Serve in the housing, health care, social services and education ministries of the Roman Catholic Church and carry out its mission.

(2) Promote, support and engage in any and all religious, educational, charitable and scientific ministries which are now, or may hereafter be, established by DCHS.

(3) Promote, support and engage in any and all religious, educational, charitable and scientific ministries which are now, or may hereafter be, established by the Province.

(4) Support and foster the corporate purposes of DCHS, a California nonprofit religious corporation, and aid, assist and confer benefits upon DCHS and its affiliates.

(5) Cooperate with the Province sponsored health care institutions and membership institutions of DCHS in their respective efforts to promote quality service at reasonable rates.

(6) Promote cooperation and the exchange of knowledge and experience within the Daughters of Charity St. Vincent de Paul ministry.

(7) Engage in any lawful activities within the purposes and powers for which a corporation may be organized under the California Nonprofit Religious Corporation Law and as may be necessary or expedient for the administration of the affairs and attainment of the purposes of this Corporation.

(8) Otherwise operate for religious, charitable, scientific and educational purposes within the meaning of § 501(c)(3) of the IRC and within the meaning of § 214(a)(6) of the R&TC, in the course of which operation:

(a) No part of the net earnings of this Corporation shall inure to the benefit of, or be distributable to, any private shareholder or individual, except that this Corporation shall be authorized and empowered to pay reasonable compensation for services rendered

and to make payments and distributions in furtherance of the purposes set forth herein,

(b) No substantial part of the activities of this Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and this Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office except as authorized under the IRC and R&TC.

(c) Notwithstanding any other provisions of these Articles, this Corporation shall not carry on any other activities not permitted to be carried on by (i) a corporation exempt from federal income tax under § 501(a) of the IRC, or by a corporation, contributions to which are deductible under § 170(c)(2) of the IRC, or (ii) by a corporation exempt from taxation under § 214 of the R&TC.

C. This Corporation is formed for the purpose of supporting the overall Daughters of Charity of St. Vincent de Paul mission of responding to the multiple needs of the poor particularly for housing, health and social services, primarily in the geographic region consisting of the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Nevada, New Mexico, Montana, Oregon, Utah, Washington and Wyoming. This Article is one of purpose and not of powers and nothing contained in this Article shall be construed as limiting powers conferred upon this Corporation by the California Nonprofit Religious Corporation Law.

ARTICLE III

This Corporation shall have one member (the "Corporate Member"). The Corporate Member shall be DCHS.

ARTICLE IV

The property and assets of this Corporation are irrevocably dedicated to religious, scientific, charitable and educational purposes meeting the requirements for exemption under § 214 of the R&TC. Upon the winding up and dissolution of this Corporation, its assets remaining, after payment or adequate provision for payment of all debts and obligations of this Corporation, shall be distributed in accordance with a plan of liquidation approved by the Board of Directors (a) to DCHS, if it is organized and operated exclusively for charitable purposes and has established its tax-exempt status under § 501(c)(3) of the IRC and under § 214 of the R&TC, or if for any reason it is unable to take such assets for such purpose, (b) to the Daughters of Charity Ministry Services Corporation, if it is organized and operated exclusively for charitable purposes and has established its tax-exempt status under § 501(c)(3) of the IRC and under § 214 of the R&TC, or if for any reason it is unable to take such assets for such purpose, or any successor thereto, if it is organized and operated exclusively for charitable purposes and has established its tax-exempt status under § 501(c)(3) of the IRC and under § 214 of the R&TC, or

if for any reason it is unable to take such assets for such purpose, (c) to the Province, if it is organized and operated exclusively for charitable purposes and has established its tax-exempt status under § 501(c)(3) of the IRC and under § 214 of the R&TC, or if for any reason it is unable to take such assets for such purpose, (d) to a nonprofit fund, foundation, entity, or corporation approved by the Province that is organized and operated exclusively for religious, charitable and educational (within the meaning of § 214 of the R&TC), or scientific purposes, that has established its tax-exempt status under § 501(c)(3) of the IRC and under § 214 of the R&TC and that is operated in the United States for the benefit of the Province, or if for any reason it is unable to take such assets for such purposes, or if no such fund, foundation or corporation exists, or (e) to such organization or organizations determined by the Board of Directors and organized and operated exclusively for religious, charitable and educational (within the meaning of § 214 of the R&TC), or scientific purposes as shall at the time qualify as an exempt organization or organizations under § 501(c)(3) of the IRC and under § 214 of the R&TC. No assets shall be distributed to any organization if any part of the net earnings of such organization inures to the benefit of any private person or individual, or if a substantial part of the activities of such organization is the carrying on of propaganda or otherwise attempting to influence legislation, or if the organization participates in, or intervenes in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office, or if the organization carries on any other activities not permitted to be carried on (i) by a corporation exempt from federal income tax under § 501(c)(3) of the IRC and under § 214 of the R&TC or (ii) by a corporation, contributions to which are deductible under § 170(c)(2) of the IRC.

ARTICLE V

These Articles shall be amended only upon approval by the Corporate Member.

(3) The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the Board of Directors of this Corporation.

(4) The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the sole Corporate Member of this Corporation.

[*Certificate Follows*]

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: 1/27, 2012

[redacted]
Chairperson of the Board

[redacted]
Secretary

I hereby certify that the foregoing transcript of 6 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

FEB 09 2012

Date:

Debra Bowen

DEBRA BOWEN, Secretary of State

2358626

ARTICLES OF INCORPORATION
OF
ST. FRANCIS MEDICAL CENTER

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

SEP 1 1 2001

BILL JONES, Secretary of State

ARTICLE I

The name of this Corporation is: St. Francis Medical Center.

ARTICLE II

A. This Corporation is a religious corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Religious Corporation Law primarily for religious purposes. More specifically, the purposes of this Corporation are to be faithful to the Gospel and to the Vincentian charism to serve Jesus Christ in the person of the sick poor, and thereby to support, benefit and further the religious, charitable, scientific and educational purposes of the Daughters of Charity of St. Vincent de Paul, Province of the West (the "Province"). In furtherance of the foregoing, this Corporation may do all of the following:

(1) Establish, acquire, develop, operate, lease, manage and maintain acute care hospitals and appurtenant facilities which hospitals and facilities shall be operated in adherence with the Ethical and Religious Directives for Catholic Health Facilities promulgated by the National Conference of Catholic Bishops.

(2) Promote and carry on scientific research related to the care of the sick and injured.

(3) Establish, manage and maintain various types of health plans, utilizing health delivery systems designed and coordinated to maximize benefits to the communities served.

(4) Participate in any activity designed and carried on to promote the general health of the community.

(5) Make donations, transfer assets and provide other forms of aid and assistance to, for the benefit of, or in connection with DCHS, the Province or any of their respective affiliates.

B. In addition to the foregoing purposes this Corporation is organized and operated primarily for religious, charitable, scientific and educational purposes within the meaning of § 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of

any future United States Internal Revenue Law) (the "IRC"), and within the meaning of § 214(a)(6) of the California Revenue and Taxation Code (or the corresponding section of any future California revenue and tax law) (the "R&TC") and, in furtherance of these purposes and consistent with the teachings of the Roman Catholic Church, this Corporation may:

(1) Serve in the housing, health care, social services and education ministries of the Roman Catholic Church and carry out its mission.

(2) Promote, support and engage in any and all religious, educational, charitable and scientific ministries which are now, or may hereafter be, established by DCHS.

(3) Promote, support and engage in any and all religious, educational, charitable and scientific ministries which are now, or may hereafter be, established by the Province.

(4) Support and foster the corporate purposes of Daughters of Charity Health System ("DCHS"), a California nonprofit religious corporation, and aid, assist and confer benefits upon DCHS and its affiliates.

(5) Cooperate with the Province sponsored health care institutions and membership institutions of DCHS in their respective efforts to promote quality service at reasonable rates.

(6) Promote cooperation and the exchange of knowledge and experience within the Daughters of Charity St. Vincent de Paul ministry.

(7) Engage in any lawful activities within the purposes and powers for which a corporation may be organized under the California Nonprofit Religious Corporation Law and as may be necessary or expedient for the administration of the affairs and attainment of the purposes of this Corporation.

(8) Otherwise operate for religious, charitable, scientific and educational purposes within the meaning of § 501(c)(3) of the IRC and within the meaning of § 214(a)(6) of the R&TC, in the course of which operation:

(a) No part of the net earnings of this Corporation shall inure to the benefit of, or be distributable to, any private shareholder or individual, except that this Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

(b) No substantial part of the activities of this Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and this Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office except as authorized under the IRC and R&TC.

(c) Notwithstanding any other provisions of these Articles, this Corporation shall not carry on any other activities not permitted to be carried on by (i) a corporation exempt from federal income tax under § 501(a) of the IRC, or by a corporation, contributions to which are deductible under § 170(c)(2) of the IRC, or (ii) by a corporation exempt from taxation under § 214 of the R&TC.

C. This Corporation is formed for the purpose of supporting the overall Daughters of Charity of St. Vincent de Paul mission of responding to the multiple needs of the poor particularly for housing, health and social services, primarily in the geographic region consisting of the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Nevada, New Mexico, Montana, Oregon, Utah, Washington and Wyoming. This Article is one of purpose and not of powers and nothing contained in this Article shall be construed as limiting powers conferred upon this Corporation by the California Nonprofit Religious Corporation Law.

ARTICLE III

This Corporation shall have one member (the "Corporate Member"). The Corporate Member shall be DCHS.

ARTICLE IV

The property and assets of this Corporation are irrevocably dedicated to religious, charitable, educational and scientific purposes meeting the requirements for exemption provided by § 214 of the R&TC. Upon the winding up and dissolution of this Corporation, its assets remaining, after payment or adequate provision for payment of all debts and obligations of this Corporation, shall be distributed in accordance with a plan of liquidation approved by the Board of Directors (a) to DCHS, if it is organized and operated exclusively for charitable purposes and has established its tax-exempt status under § 501(c)(3) of the IRC and under § 214 of the R&TC, or if for any reason it is unable to take such assets for such purpose, (b) to the Daughters of Charity Ministry Services Corporation, if it is organized and operated exclusively for charitable purposes and has established its tax-exempt status under § 501(c)(3) of the IRC and under § 214 of the R&TC, or if for any reason it is unable to take such assets for such purpose, or any successor thereto, if it is organized and operated exclusively for charitable purposes and has established its tax-exempt status under § 501(c)(3) of the IRC and under § 214 of the R&TC, or if for any reason it is unable to take such assets for such purpose (c) to the Province, if it is organized and operated exclusively for charitable purposes and has established its tax-exempt

status under § 501(c)(3) of the IRC and under § 214 of the R&TC, or if for any reason it is unable to take such assets for such purpose, (d) to a nonprofit fund, foundation, entity or corporation approved by the Province that is organized and operated exclusively for religious, charitable, educational or scientific purposes, that has established its tax-exempt status under § 501(c)(3) of the IRC and under § 214 of the R&TC and that is operated in the United States for the benefit of the Province, or if for any reason it is unable to take such assets for such purposes, or if no such fund, foundation or corporation exists, (e) to such organization or organizations determined by the Board of Directors and organized and operated exclusively for religious, charitable, educational or scientific purposes as shall at the time qualify as an exempt organization or organizations under § 501(c)(3) of the IRC and under § 214 of the R&TC. No assets shall be distributed to any organization if any part of the net earnings of such organization inures to the benefit of any private person or individual, or if a substantial part of the activities of such organization is the carrying on of propaganda or otherwise attempting to influence legislation, or if the organization participates in, or intervenes in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office, or if the organization carries on any other activities not permitted to be carried on (i) by a corporation exempt from federal income tax under § 501(c)(3) of the IRC and under § 214 of the R&TC or (ii) by a corporation, contributions to which are deductible under § 170(c)(2) of the IRC.

ARTICLE V

The name and address in the State of California of this corporation's initial agent for service of process is:

Gerald Kozai
St. Francis Medical Center
3630 E. Imperial Highway
Lynwood, CA 90262

ARTICLE VI

These Articles shall be amended only upon approval by this Corporation's Board of Directors and Corporate Member.

September 10, 2001

[redacted]

Sister Margaret Keaveney, D.C., Incorporator

OFFICE OF THE SECRETARY OF STATE

AMENDED AND RESTATED

BYLAWS OF

ST. FRANCIS MEDICAL CENTER

Adopted April 4, 2017

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AMENDED AND RESTATED

BYLAWS OF

ST. FRANCIS MEDICAL CENTER

ARTICLE I

NAME

The name of this Corporation shall be as set forth in its Articles of Incorporation.

ARTICLE II

DEFINITIONS

Section 1. Definitions. These Bylaws contain the terms "Affiliate" and "Health System." These terms are also used in the bylaws of other entities comprising the Health System. For purposes of continuity, when used in these Bylaws, such terms shall be interpreted to give full effect to the intent of Article XIII of these Bylaws.

(a) Affiliate. The term "Affiliate" shall mean, individually, each organization that is controlled, directly or indirectly, by Verity Health System of California, Inc., a California nonprofit public benefit corporation ("Verity"), or by another organization controlled by Verity. As used in this definition, "control" shall mean (a) the status of sole corporate member of an organization; or (b) the authority to appoint, elect or approve at least a majority of the governing body of an organization.

(b) Corporate Member. The term "Corporate Member" shall mean Verity.

(c) Corporation. The term "Corporation" shall mean St. Francis Medical Center.

(d) Health System. The term "Health System" shall mean, collectively, Verity, this Corporation and the Affiliates of Verity.

(e) Subsidiary. "Subsidiary" shall mean an Affiliate that is under the direct control of another Affiliate.

(f) System Authority Matrix. The term "System Authority Matrix" shall mean the document as in effect from time to time which sets forth the respective responsibilities and authorities for Health System operations and decision making.

Section 2. Other Capitalized Terms. Capitalized terms used in these Bylaws and not otherwise defined herein are used herein with the meanings given them in the California Nonprofit Corporation Law.

ARTICLE III

PURPOSES

Section 1. Purposes. The purposes of this Corporation are set out in its Articles of Incorporation as in effect from time to time.

ARTICLE IV

OFFICES AND SEAL

Section 1. Principal Office. The principal office of this Corporation shall be in the County of Los Angeles, State of California.

Section 2. Seal. This Corporation may have a common seal inscribed with the name of this Corporation.

ARTICLE V

CORPORATE MEMBERSHIP

Section 1. Corporate Membership. The sole member of this Corporation is Verity, acting through its Board of Directors or otherwise as provided in Article XIII, Section 2 of these Bylaws or the California Nonprofit Corporation Law.

Section 2. Rights and Powers of the Corporate Member. As the sole member of this Corporation under the California Nonprofit Corporation Law, the Corporate Member has all corresponding statutory rights and powers of membership. In addition, the Corporate Member has the power (which are termed the "Reserved Powers" of the Corporate Member) to take or approve the following actions:

(a) Approve or change the mission, role and purpose of this Corporation;

(b) Amend the Bylaws and Articles of Incorporation of this Corporation;

(c) Authorize the Board of Directors to amend the bylaws, articles of incorporation or other organizational documents of any Affiliate;

(d) Approve the formation, merger, dissolution, consolidation, divestiture, closure, change in corporate membership or control and reorganization of each direct Affiliate of this Corporation;

(e) Fix the number and appoint and remove the Directors of this Corporation;

(f) Appoint and remove the Chairperson of the Board and the President and Chief Executive Officer of this Corporation and of each direct Affiliate or Subsidiary of this Corporation;

(g) Approve the merger, consolidation, reorganization or dissolution of this Corporation and the disposition of the assets of this Corporation upon dissolution;

(h) Approve the acquisition, sale, lease, mortgage, transfer or other alienation of real or personal property of this Corporation other than in accordance with the System Authority Matrix;

(i) Approve the capital and operating budgets of this Corporation or of any Affiliate controlled by this Corporation;

(j) Approve the incurrence of debt or guaranties of this Corporation other than in accordance with the System Authority Matrix;

(k) Establish policy concerning quality of care and services for the Corporation and to approve any such policies of this Corporation that are inconsistent with the System Authority Matrix;

(l) Establish policy and procedures concerning finance and resources for the Corporation and to approve any such policies or procedures that are inconsistent with such policies or procedures;

(m) Establish criteria for the long-range financial and strategic plans of the Corporation and to approve any such plans;

(n) Establish an internal auditing program and approve any material element of the internal auditing program for this Corporation that is inconsistent with the internal auditing program established by the Corporate Member;

(o) Approve capital expenditures by this Corporation or for any Affiliate controlled by this Corporation other than in accordance with the System Authority Matrix;

(p) Approve the transfer of funds, by gift or loan, between this Corporation and one or more other Affiliates of Verity and this Corporation or to any other person or entity other than in accordance with System Authority Matrix; and

(q) Approve any other action by this Corporation or for any Affiliate controlled by this Corporation that has been established by resolution of the Corporate Member as requiring its approval, including, but not limited to, any approvals of authority necessary to ensure compliance with any credit agreement, master indenture or loan agreement to which this Corporation or any Affiliate controlled by this Corporation is a party.

Section 3. Voting By Proxy. The Corporate Member may not vote by proxy.

Section 4. Appointment of Officer or Director or Others to Act on Behalf of Corporate Member. Subject to applicable law and the articles of incorporation and bylaws of the Corporate Member, the Corporate Member's board of directors may, by resolution, appoint one of more officers or directors of the Corporate Member or one or more other persons to act on its behalf, in its capacity as Corporate Member of this Corporation.

Section 5. Annual Meeting. A meeting of the Corporate Member shall be held annually for the purpose of appointing Directors and to transact such other business as may be brought before such meeting. The annual meeting of the Corporate Member shall be held at such time and place as the board of directors of the Corporate Member determine from time to time.

Section 6. Action by Written Consent. Any action required or permitted to be taken at a meeting (whether annual, regular or special) by the Corporate Member under any provision of law, the Articles of Incorporation or these Bylaws may be taken without a meeting if the Corporate Member consents to such action in writing. Each such written consent shall be filed with the minutes of the proceedings of the Corporation. Such action by written consent shall have the same force and effect as a vote of the Corporate Member. Any certificate or other document filed on behalf of this Corporation relating to an action taken by the Corporate Member without a meeting shall state that the action was taken by written consent of the Corporate Member without a meeting and that the Bylaws of the Corporation authorize the Corporate Member to so act.

ARTICLE VI

BOARD OF DIRECTORS

Section 1. Powers. Subject to the provisions of this Corporation's Articles of Incorporation, these Bylaws, the Reserved Powers of the Corporate Member, the System Authority Matrix and the laws of the State of California, the activities and affairs of this Corporation shall be managed and conducted and all corporate powers shall be exercised by or under the direction of this Corporation's Board of Directors. To facilitate the management and conduct of this Corporation's activities and affairs, the Board of Directors shall establish corporate policies for, and formulate the basic rules and regulations governing the operation and management of, this Corporation and generally oversee and be responsible for the quality of care and the planning of services rendered by this Corporation. The Board of Directors may delegate the management and conduct of this Corporation's activities and affairs to any person or persons, management company, or committee however composed, provided that no delegation of authority by the Board of Directors to the Chief Executive Officer (as defined in Article VIII, Section 4 below), or anyone else, shall preclude the Board of Directors from exercising the authority required to meet its governance responsibility for the management and conduct of this Corporation's activities and affairs; and provided, further, that any delegation of powers of the Board may be made only to a committee of the Board consisting only of Directors and shall be subject to the further limitations on Board committees set forth in Article IX, Section 1 of these Bylaws. The Board of Directors shall retain the right to rescind any such delegation.

Section 2. Reserved Powers of Verity as the Corporate Member; Final Action. Certain actions of the Board of Directors are subject to the Reserved Powers of Verity, acting in

its capacity as the Corporate Member of this Corporation, as set forth above in Article V of these Bylaws. Action by the Board of Directors of this Corporation that is subject to the approval of the Corporate Member pursuant to the Reserved Powers of the Corporate Member shall become final, binding action of the Corporation when such action has been approved or ratified by final action of the Corporate Member acting in accordance with these Bylaws and the bylaws of the Corporate Member.

Section 3. Number and Qualification.

(a) The Board of Directors shall consist of not less than five (5) nor more than seventeen (17) members, including:

(i) The President and Chief Executive Officer of the Corporate Member shall serve as a member of the Board, *ex officio.*

(ii) The Board of Directors may include at least one (1) person who is a member in good standing of the Board of Directors of Verity, provided that no more than fifty percent (50%) of the Directors shall be members who are in good standing of the Board of Directors of Verity.

(iii) At least one-third of the members shall be residents of Los Angeles County; and

(iv) No more than twenty (20) percent of the members of the Board of Directors shall have, either directly or indirectly, personally or through a family member, any financial relationship with BlueMountain Capital Management, LLC or any of its owned or managed affiliates or Integrity Healthcare, LLC, and may not serve as an officer, director, contractor or employee of BlueMountain Capital Management, LLC or any of its owned or managed affiliates, or Integrity Healthcare, LLC, any managed fund, or entity in which BlueMountain Capital Management, LLC has an equity stake or option to purchase, except for public companies wherein BlueMountain Capital Management, LLC has an interest of less than 10%.

(b) Restriction on Interested Directors. Not more than forty-nine percent (49%) of the persons serving on the Board of Directors at any time may be interested persons within the meaning of Section 5227 of the California Nonprofit Public Benefit Corporation Law. An interested person is (i) any person currently being compensated by this Corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor or otherwise, but excluding any reasonable compensation paid to a Director as Director; or (ii) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person. However, any violation of the provision of this Section shall not affect the validity or enforceability of any transaction entered into by this Corporation.

Section 4. Appointment by Corporate Member. The Directors shall be appointed by Verity at each annual meeting of the Corporate Member.

Section 5. Term. Each Director (other than the President and Chief Executive Officer of the Corporate Member) shall hold office for a term of one (1) year or such other period set by the Corporate Member or until a successor is appointed and qualified or until such person sooner dies, resigns, is removed or becomes disqualified.

Section 6. Removal and Filling of Vacancies. The Board of Directors may declare vacant the office of a Director who has been declared of unsound mind by a final order of court or convicted of a felony or who has missed more than half of the meetings of the Board of Directors during any twelve-month period other than by reason of illness, or who has been found, by a final order or judgment of any court, to be in breach of any duty owed to the Corporation under Sections 5230-5239 of the California Nonprofit Public Benefit Corporation Law. In the event that such office is declared vacant, a new Director to fill the unexpired portion of the term of the Director whose office was declared vacant shall be appointed by the Corporate Member.

Section 7. Resignation. Any Director may resign at any time by delivering his or her resignation in writing to the Chairperson of the Board of Directors, the President or the Secretary or to the Board of Directors of the Corporation at its principal office; provided that, except upon notice to the Attorney General, no Director may resign if the Corporation would then be left without a duly elected Director or Directors in charge of its affairs. Such resignation shall be effective upon receipt unless specified to be effective at some other time.

Section 8. Fees and Compensation. Directors may receive such reasonable compensation (within the meaning of Internal Revenue Code Section 4958), if any, for serving as Director, and advances or reimbursement for reasonable expenses, as may be fixed or determined by the Corporate Member. Directors may receive compensation from the Corporation for services rendered to it, subject to the restriction on Interested Directors as set forth in Section 3(b) above of this Article VI.

Section 9. Self-Dealing Transactions. This Corporation shall not enter into self-dealing transactions. Except as provided in Section 9(a) of this Article VI, for the purpose of this Section, a self-dealing transaction means a transaction to which this Corporation is a party and in which one or more of the members of its Board of Directors or officers has a material financial interest and which does not meet the requirements of Sections 9(b) or 9(c) of this Article VI. Such a member of the Board of Directors is an "Interested Director" for the purpose of this Section.

(a) Exceptions. The provisions of this section do not apply to any of the following:

(i) An action of the Board of Directors fixing the compensation of a member of the Board of Directors as an officer of this Corporation.

(ii) A transaction which is part of a public or charitable program of this Corporation if it (i) is approved or authorized by this Corporation in good faith and without unjustified favoritism and (ii) results in a benefit to one or more members of the Board of

Directors or their families because they are in the class of persons intended to be benefited by the public or charitable program.

(iii) A transaction, of which the Interested Director or Directors have no actual knowledge, and which does not exceed the lesser of one percent of the gross receipts of this Corporation for the preceding fiscal year or one hundred thousand dollars ($100,000).

(b) Prior Board of Directors Approval. This Corporation may enter into a self-dealing transaction if all of the following facts are established:

(i) This Corporation entered into the transaction for its own benefit;

(ii) The transaction was fair and reasonable as to this Corporation at the time this Corporation entered into the transaction;

(iii) Prior to consummating the transaction or any part thereof the Board of Directors authorized or approved the transaction in good faith by a vote of a majority of the members of the Board of Directors then in office without counting the vote of the Interested Director or Directors, and with knowledge of the material facts concerning the transaction and the Director's interest in the transaction. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorizes, approves or ratifies the contract or transaction. Except as provided in Section 9(c)(i) of this Article VI, action by a committee of the Board of Directors shall not satisfy this paragraph; and

(iv) Prior to authorizing or approving the transaction the Board of Directors considered and in good faith determined after reasonable investigation under the circumstances that this Corporation could not have obtained a more advantageous arrangement with reasonable effort under the circumstances or (ii) this Corporation in fact could not have obtained a more advantageous arrangement with reasonable effort under the circumstances.

(c) Subsequent Board of Directors Approval. This Corporation may enter into a self-dealing transaction if all of the following facts are established:

(i) A committee or person authorized by the Board of Directors approved the transaction in a manner consistent with the standards set forth in Section 9(b) of this Article VI;

(ii) It was not reasonably practicable to obtain approval of the Board of Directors prior to entering into the transaction; and

(iii) The Board of Directors, after determining in good faith that the conditions of subparagraphs (i) and (ii) of this subsection (c) were satisfied, ratified the transaction at its next meeting by a vote of the majority of the members of the Board of Directors then in office without counting the vote of the Interested Director or Directors. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorizes, approves or ratifies the contract or transaction.

ARTICLE VII

MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Place of Meeting. All meetings of the Board of Directors shall be held at the principal office of this Corporation or at such other place as may be designated for that purpose in the notice of the meeting or, if not stated in the notice or there is no notice, at such place as may be set by resolution of the Board.

Section 2. Annual Meeting. As soon as reasonably practicable, but no later than sixty (60) days after the annual meeting of the Corporate Member, the Board of Directors shall hold an annual meeting for the purpose of organizing the Board, electing officers other than the Chairperson of the Board, and the transaction of such other business as may come before the meeting. The date of the annual meeting shall be fixed by resolution. No notice of the annual meeting of the Board of Directors need be given.

Section 3. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time as the Corporate Member may fix by resolution from time to time. No notice of regular meetings of the Board of Directors need be given.

Section 4. Special Meetings. Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the Chairperson of the Board or by two (2) or more Directors of this Corporation, or by the Corporate Member.

Section 5. Notice of Special Meetings. Notice of the time and place of special meetings shall be communicated personally or by telephone to each Director or sent to each Director by mail or other form of written communication (including e-mail), addressed to such Director at his or her address as it is shown on the records of this Corporation. Such notice, if mailed, shall be mailed at least seventy-two (72) hours prior to the time of the meeting, or if delivered personally, telephonically or telegraphically or by e-mail, shall be received at least forty-eight (48) hours prior to the time of the meeting.

Section 6. Waiver of Notice. Notice of a meeting need not be given to any Director who signs a waiver of notice or a written consent to hold the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 7. Quorum. At all meetings of the Board of Directors, a majority of the then serving Directors, but not less than two (2), whichever is greater, shall be necessary and sufficient to constitute a quorum for the transaction of business, except that a majority of the Directors present, whether or not a quorum, may adjourn any Directors meeting to another time and place. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, unless a greater number is required by law. Notwithstanding the previous provisions of this Section, the Directors present at a meeting at which a quorum is initially present may continue to transact business notwithstanding the

withdrawal of Directors, so long as any action taken is approved by at least a majority of the required quorum for such meeting.

Section 8. Action Without Meeting. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all of the Directors individually or collectively shall consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as the unanimous vote of such Directors. Any certificate or other document filed on behalf of this Corporation relating to an action taken by the Board without a meeting shall state that the action was taken by written consent of the Board of Directors without a meeting and that the Bylaws of the Corporation authorize its Directors to so act.

Section 9. Telephonic Meeting. Directors may participate in a meeting of the Board through the use of conference telephone or similar communication equipment, as long as all Directors participating in such meeting can hear one another. Participation in this manner shall constitute presence in person at such meeting.

Section 10. Prohibition Against Voting by Proxy. Directors may not vote by proxy.

Section 11. Board Observer. The President and Chief Executive Officer of the Corporate Member shall appoint one of Verity's Corporate Officers to be an official Board Observer of the Board of Directors. The Board Observer shall have the right to be heard at any meetings of the Board of Directors, but in no event shall the Board Observer (i) be deemed to be a member of the Board; or (ii) have the right to vote on any matter under consideration by the Board.

ARTICLE VIII

CORPORATE OFFICERS

Section 1. Officers.

(a) The officers of this Corporation shall include a Chairperson of the Board, a Vice Chairperson of the Board, a President and Chief Executive Officer ("CEO"), a Chief Financial Officer ("CFO"), and a Secretary all of whom shall be selected in accordance with the provisions of this Article VIII. Neither the Chairperson of the Board nor the President/CEO may serve concurrently as the Secretary or CFO of this Corporation.

(b) Each officer shall hold office until his or her resignation or removal, other disqualification to serve or until his or her successor shall be elected and qualified.

(c) The Board of Directors may appoint such additional officers from among the members of the Board of Directors (including, for example, one (1) or more assistant Secretaries), as the business of this Corporation may require, each of whom shall serve for such period, have such authority and perform such duties as the Board of Directors from time to time may authorize.

Section 2. Removal of Officers. Any officer, other than the Chairperson of the Board, the President and CEO and the CFO, may be removed, with or without cause, by a majority of Directors then in office, at any regular or special meeting of the Board. The Chairperson of the Board may be removed, with or without cause, only by the Corporate Member, and the President/CEO may be removed, with or without cause, only by the Corporate Member after consultation with the Board of Directors of this Corporation and the President/CEO of the Corporate Member. The CFO may be removed, with or without cause, only by the President/CEO of this Corporation with the concurrence of the Chief Financial Officer of the Corporate Member after consultation with the Board of Directors of this Corporation. If a vacancy occurs in any office as a result of death, resignation, removal, disqualification or any other cause, the Board of Directors may delegate the powers and duties of such office, except as otherwise provided in these Bylaws, to any officer or to any Director until such time as a successor for such office has been appointed. Any officer who is also a Director shall be automatically removed as such an officer upon his or her removal as a Director in accordance with the provisions of Article VI, Section 6 of these Bylaws.

Section 3. Chairperson of the Board. The Chairperson of the Board shall be appointed by the Corporate Member in connection with the appointment of the Directors. The Chairperson of the Board shall have the powers and duties usually associated with such office. The Chairperson of the Board shall preside over meetings of the Board of Directors, supervise activities of the Board, and serve as an ex officio voting member of all Board committees.

Section 4. President and Chief Executive Officer. The President/CEO shall be the chief executive officer of this Corporation, shall be an employee of Verity, and shall serve as a member of the Verity executive team. The President/CEO shall be appointed by the Corporate Member after consultation with this Corporation's Board of Directors and the President/CEO of the Corporate Member. He or she shall serve such term as may be determined by the Board of Directors. He or she shall report to and be accountable to this Corporation's Board of Directors and to the President/CEO of the Corporate Member and shall have general supervision, direction and control of the business, employees and independent contractors of this Corporation and shall be held responsible for the proper functioning and management of this Corporation. The President/CEO shall possess the degree of education and experience appropriate to the proper discharge of these responsibilities and, if a management or employment agreement may be in effect, meet all of the requirements set forth in the management or employment agreement. The President/CEO may sign, with the Secretary or any other officer of this Corporation as authorized by this Corporation's Board of Directors, any instrument which this Corporation's Board of Directors has authorized to be executed. The Chairperson of the Board of this Corporation and the President/CEO of the Corporate Member shall initiate and conduct periodic performance reviews of the President/CEO of this Corporation, taking into account the advice and comments of this Corporation's Board of Directors. Subject to the control of this Corporation's Board of Directors and the direction of the Corporate Member, the President/CEO shall organize the administrative functions of this Corporation, delegate duties and establish formal means of accountability on the part of his or her subordinate officers. The President/CEO shall have the general powers and duties of management usually vested in the chief executive officer under the California Nonprofit Public Benefit Corporation Law and shall have other powers and duties as may be prescribed by this Corporation's Board of Directors, these Bylaws, and the policies of the Corporate Member.

Section 5. Vice Chairperson of the Board. The Vice Chairperson of the Board shall be elected from among the Directors and, in the absence or disability of the Chairperson of the Board, shall perform all duties of the Chairperson of the Board and, when so acting, shall have all powers of and be subject to all restrictions upon the Chairperson of the Board. In the absence of both the Chairperson of the Board and the Vice Chairperson of the Board, the Board shall select one of its members, other than the Secretary or CFO, to act as Chairperson of the Board.

Section 6. Secretary. The Secretary shall be appointed initially by the Corporate Member and thereafter shall be elected from among the Directors and shall keep or cause to be kept at the principal office or at such other place as the Board of Directors may determine, a book of minutes of all meetings of the Directors, whether annual, regular or special, with the time and place of the meeting, the notice given, the names of those present at the meeting, the proceedings thereat and, if a special meeting, how it was authorized. The Secretary shall give or cause to be given notice of all meetings of the Board of Directors required by these Bylaws or by law. The Secretary shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

Section 7. Chief Financial Officer. The CFO shall and according to the direction of the Board of Directors and the President/CEO, keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of this Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses and capital. The CFO shall deposit all monies and other valuables in the name and to the credit of this Corporation with such depositaries as may be designated by the Board of Directors. The CFO shall disburse the funds of this Corporation as may be ordered by the Board of Directors, shall render to the President/CEO, the Directors or the Chief Financial Officer of the Corporate Member, whenever they request it, an account of all transactions and of the financial condition of this Corporation, and shall have other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws. The CFO shall be appointed by and subject to removal by the President/CEO of this Corporation as a corporate employee with the concurrence of the Chief Financial Officer of the Corporate Member after consultation with the Board of Directors of this Corporation. He or she shall serve such term as may be determined by the Board of Directors. He or she shall report to and be accountable to the President/CEO of this Corporation and the Chief Financial Officer of the Corporate Member.

Section 8. Reporting Relationship of Certain Corporate Officers to the Board of Directors. Persons serving from time to time in the positions of Corporate Responsibility Officer and Vice President and General Counsel of the Corporate Member shall report to and be accountable to the Corporate Member's board of directors and the President/CEO and each of them shall be entitled to confidential access to this Corporation's Chairperson and other members of this Corporation's Board of Directors as necessary or advisable to carry out such person's duties in such position.

Section 9. Resignation. Any officer may resign at any time by giving written notice to this Corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the

acceptance of the resignation is without prejudice to the rights, if any, of this Corporation under any contract to which the officer is a party.

Section 10. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office.

ARTICLE IX

COMMITTEES

Section 1. Generally.

(a) The Board of Directors may by resolution establish (1) Committees of the Board which shall have legal authority to act for this Corporation, subject to the authority of any Health System-wide committees appointed by Verity, and (2) Advisory Committees. Committees may be either standing or special. Members of all committees shall serve at the pleasure of the Board. Any Committee of the Board which shall have legal authority to act for this Corporation, to the extent provided in a resolution of the Board adopted by a majority of the Directors then in office, shall have all authority of the Board, except with respect to:

(i) The approval of any action for which the California Nonprofit Public Benefit Corporation Law or these Bylaws also require approval of the Corporate Member, or a majority of this Corporation's Board of Directors;

(ii) The filling of vacancies on the Board of Directors or on any committee that has the authority of the Board;

(iii) The amendment or repeal of any resolution of the Board of Directors that by its express terms is not so amendable or repealable;

(iv) The appointment of other Committees of the Board or members thereof; or

(v) The approval of any self-dealing transaction, except as provided in Section 5233(d)(3) of the California Nonprofit Public Benefit Corporation Law.

(b) The Board of Directors shall have the power to prescribe the manner in which proceedings of any committee shall be conducted. In the absence of any such prescription, such committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless these Bylaws, the Board or such committee shall otherwise provide, the regular and special meetings and other actions of any committee shall be governed by the provisions of Article VII of these Bylaws. Each committee shall keep minutes of its proceedings and shall report the same to the Board from time to time, as the Board of Directors may require.

The Board of Directors shall review the charter of each committee governed by a charter at least once every two years.

Section 2. Committees of the Board. Only Directors may be appointed as members of Committees of the Board. Each Committee of the Board shall consist of two or more Directors. The Chairperson and members of Committees of the Board shall be appointed by the Board of Directors by resolution adopted by a majority of the Directors then in office. The Board may designate one or more Directors as alternate members of any such committee, who may replace any absent member at any meeting of the committee.

Section 3. Advisory Committees. Advisory Committees may consist of two or more persons and may consist of Directors only, Directors and non-Directors, or non-Directors only, and may include non-voting members and alternate members. The Chairperson and members of Advisory Committees shall be appointed by the Chairperson of the Board or the Board of Directors. Advisory Committees shall have no legal authority to act for this Corporation.

Section 4. Executive Committee.

(a) There may be an Executive Committee which, if established, shall consist of some such members of the Board of Directors as the Board may designate. The Chairperson of the Executive Committee shall be the person then serving as Chairperson of the Board. The Executive Committee shall have authority to act for this Corporation, subject to the provisions of Section 1 of this Article.

(b) The establishment of an Executive Committee and the delegation of authority to it shall not operate to relieve the Board of Directors or any individual Director of any responsibility imposed on it or him or her by law, by the Articles of Incorporation of this Corporation or these Bylaws.

(c) The Executive Committee shall meet at such times as it deems necessary, provided that reasonable notice of all meetings of the Executive Committee shall be given to its members and no act of the Executive Committee shall be valid unless approved by the vote of a majority, or by the unanimous written consent, of its members.

Section 5. Finance Committee. The Finance Committee shall be an Advisory Committee and shall operate in accordance with a charter adopted by the Board of Directors as in effect from time to time. It shall consist of not fewer than four members, all of whom shall be or shall be capable of becoming familiar with basic financial statements and accounting principles, and all of whom shall be deemed by the Board of Directors to be free of any relationship that would interfere with independent judgment. The members of the Committee shall include the President and Chief Executive Officer of the Corporation, the Chief Financial Officer of the Corporation, the Chief Financial Officer of the Corporate Member, and at least one other person who is not an officer of the Corporation. The Committee shall have general surveillance over the finances of the Corporation, shall approve the annual budget of and any financial statements prepared by the Corporation, and shall make regular reports and recommendations to the Board of Directors. If there is no separate Audit Committee, the Finance Committee shall be

responsible for performing the functions of the Audit Committee as set forth in these Bylaws. For the avoidance of doubt, the Board retains the ultimate authority to approve the annual budget and any financial statements prepared by the Corporation.

Section 6. Audit Committee. The Audit Committee shall be an Advisory Committee and shall operate in accordance with a charter adopted by the Board of Directors as in effect from time to time. It shall consist of not fewer than three members, all of whom shall be or shall be capable of becoming familiar with basic financial statements and accounting principles, and all of whom shall be deemed by the Board of Directors to be free of any relationship that would interfere with independent judgment. None of the members may be employees of the Corporation. Members of the Audit Committee shall not receive any compensation from the Corporation in excess of the compensation, if any, received by Directors for service on the Board and shall not have a material financial interest in any entity doing business with the Corporation. The Committee shall meet quarterly and shall meet at least annually with the outside auditor or auditors of the Corporation. The Committee shall have general surveillance over the auditing of the financial records of the Corporation, shall approve the financial statements prepared by the Corporation, and shall make regular reports and recommendations to the Board of Directors, all subject to the authority of the audit committee of Verity or any Health System-wide audit committee that may be established by Verity from time-to-time.[1] At the sole discretion of the Corporate Member, the Audit Committee of this Corporation may be dissolved and all of its responsibilities shall be assumed by the Corporate Member's audit committee.

Section 7. Quality and Patient Safety Committee. The Quality and Patient Safety Committee shall be an Advisory Committee and shall operate in accordance with a charter adopted by the Board of Directors as in effect from time to time. The Quality and Patient Safety Committee shall consist of not fewer than three members, all of whom shall be or shall be capable of becoming familiar with basic issues and requirements affecting the quality performance of acute-care hospitals. The Committee's composition shall be as follows: (1) at least one member of the Committee shall be a Director in good standing of this Corporation; (2) at least one shall be the Chief of Staff or other senior physician practicing in a facility affiliated with the Corporation, appointed by the Board of Directors; (3) the President and Chief Executive Officer of the Corporation shall be a voting ex officio member; and (4) the Vice President of Quality of the Corporate Member shall be each a voting ex officio member. The Quality and Patient Safety Committee shall meet a minimum of six times a year, shall present regular reports to the Board of Directors and shall oversee the establishment and implementation of an ongoing quality assurance program in accordance with its charter, including, for example and without limitation: review of reports from the administration and the medical staff of the Corporation addressing quality performance, assessment of the impact of the Committee's oversight on quality performance, review of information regarding patient experience, evaluation of the adequacy of resources allocated to quality improvement, and monitoring of participation in national quality improvement efforts.

Section 8. Term of Office. The Chairperson and each member of a standing committee shall serve until the next election of Directors and until his or her successor is appointed or until such committee is sooner terminated or until he or she is removed, resigns or

otherwise ceases to qualify as a member of the committee. The Chairperson and each member of a special committee shall serve for the life of the committee unless they are sooner removed, resign or cease to qualify as members of such committee.

Section 9. Vacancies. Vacancies on any committee may be filled for the unexpired portion of the term in the same manner as provided in the case of original appointments.

Section 10. Quorum. At all committee meetings, a majority of committee members then serving, but not less than two (2), whichever is greater, shall be necessary and sufficient to constitute a quorum for the transaction of business, except that a majority of committee members present, whether or not a quorum, may adjourn any committee meeting to another time and place. The act of a majority of the committee members present at a meeting at which there is a quorum shall be the act of the committee. Notwithstanding previous provisions of this Section, the committee members present at a meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of committee members, so long as any action taken is approved by at least a majority of the required quorum for such meeting.

ARTICLE X

MEDICAL STAFF

Section 1. Organization, Appointments and Hearings.

(a) The Corporation shall maintain an organized medical staff that is accountable to the Board of Directors. The Board of Directors shall have the ultimate authority and responsibility for the oversight and delivery of health care rendered by all licensed independent practitioners and other practitioners granted practice privileges at health facilities licensed in the name of this Corporation. The Board of Directors shall organize the physicians, dentists, podiatrists and such other categories as may be permitted by law and granted practice privileges at health facilities licensed in the name of this Corporation into one or more staffs ("Medical Staff") under Medical Staff bylaws approved by the Board of Directors. The Board of Directors shall also make provision for credentialing and privileging through the medical staff process of such categories of licensed independent practitioners and other practitioners as the Board of Directors may authorize under Medical Staff bylaws approved by the Board of Directors (the "Allied Health Professional Staff"). The Board of Directors shall consider recommendations of the Medical Staff and appoint to the Medical Staff and the Allied Health Professional Staff such practitioners as meet the qualifications for membership and privileges set forth in the Medical Staff bylaws. Only members of the Medical Staff may admit patients. Each member of the Medical Staff and the Allied Health Professional Staff shall have appropriate authority and responsibility for the care of his or her patients, subject to the limits of his or her licensure and privileges, as delineated by the Board of Directors, and subject to such limits as are contained in these Bylaws and in the Bylaws, Rules and Regulations of the Medical Staff.

(b) All applications for appointment to the Medical Staff and the Allied Health Professional Staff shall be in writing and addressed to the Medical Staff secretary. They shall contain full information concerning the applicant's education, licensure, practice, previous hospital experience and any history with regard to licensure and hospital privileges.

(c) All appointments to the Medical Staff and the Allied Health Professional Staff shall be for a maximum period of two (2) years, renewable by the Board of Directors upon re-application. When an appointment is denied or not renewed, or when privileges have been or are proposed to be denied, reduced, suspended or terminated, the affected practitioner shall be afforded a fair hearing and review conducted in accordance with the hearing and appeal provisions of the Medical Staff bylaws.

(d) Liaison among the Board, Administration, the Medical Staff and the Allied Health Professional Staff shall be accomplished as determined by the Board of Directors from time to time.

Section 2. Medical Care and Evaluation.

(a) The Medical Staff shall be responsible to the Board of Directors for providing appropriate professional care to patients and for overseeing the quality of care, treatment and services delivered by the Medical Staff and the Allied Health Professional Staff, evaluating the competency of practitioners, delineating the privileges of members of the Medical Staff and the Allied Health Professional Staff, and providing leadership in performance improvement activities of the Corporation.

(b) The Board of Directors, in the exercise of its responsibility to establish, maintain and support an ongoing performance improvement program, shall delegate to the Medical Staff initial authority for assuring appropriate professional care by members of the Medical Staff to patients. The Medical Staff shall discharge this responsibility through a continuing review, analysis, and appraisal of the quality of care provided by members of the Medical Staff and the Allied Health Professional Staff and an appropriate response to findings. Such performance improvement activities shall be regularly reported, together with their results and recommended responses, to the Board of Directors.

(c) The Medical Staff and the Allied Health Professional Staff shall maintain adequate and accurate medical records for all patients.

(d) The Medical Staff shall make recommendations to the Board of Directors concerning:

(i) Appointments, re-appointments and alterations to Medical Staff and Allied Health Professional Staff status;

(ii) Granting, revocation and alteration of privileges;

(iii) Corrective and disciplinary actions;

(iv) All matters relating to professional competency; and

(v) Such specific matters as may be referred to it by the Board of Directors.

Section 3. Medical Staff Bylaws.

(a) There shall be Bylaws, Rules and Regulations for the Medical Staff setting forth its organization and government. Proposed Medical Staff bylaws, rules and regulations shall be recommended and approved by the Medical Staff and shall become effective only upon their approval by the Board of Directors, which approval shall not be unreasonably withheld.

(b) The Medical Staff Bylaws shall include procedures for:

(i) written, well-defined criteria for appointment, precluding the possibility of discrimination according to color, national origin, race, creed, sex or age;

(ii) appointment, reappointment, delineation of privileges, curtailment and revocation of privileges;

(iii) an appeals mechanism for review of decisions to deny, curtail or revoke privileges;

(iv) a performance improvement program by which patient care is regularly evaluated and verification of this evaluation and of responsive actions taken is provided to the Board of Directors;

(v) attestation by signature of each practitioner that he or she will abide by the Medical Staff Bylaws, Rules and Regulations and the policies of the Corporation and Health System;

(vi) communication between the Board of Directors and the Medical Staff through the Executive Committee of the Medical Staff;

(vii) requiring that only a licensed practitioner with clinical privileges shall be directly responsible for a patient's diagnosis and treatment within the area of such practitioner's privileges; each patient's general medical condition shall be the responsibility of a physician member of the Medical Staff; each patient admitted shall receive a baseline history and physical examination by a physician or other licensee who has the requisite privileges; a physician member of the Medical Staff shall be responsible for the care of any medical problems that may be present at the time of admission or that may arise during hospitalization;

(viii) the selection and appointment of officers of the Medical Staff and of Medical Staff department chairpersons, all of whom shall be subject to approval of the Board of Directors;

(ix) restricting membership in the Medical Staff to physicians, dentists, podiatrists and, when authorized, clinical psychologists, and membership in the Allied Health Professional Staff to licensed independent practitioners in categories approved for privileges

who are competent in their respective fields, worthy in character and in professional ethics; and

(x) maintaining self-government by the Medical, Staff with respect to the professional work performed at the Corporation and periodic meetings of the Medical Staff to review and analyze clinical experience at regular intervals, with patient medical records as the basis for such review and analysis.

(c) The Medical Staff Bylaws shall provide that:

(i) there shall be no discrimination with respect to Medical Staff privileges or the provision of professional services against a licensed physician on the basis of whether that physician holds an M.D. or a D.O. degree; and

(ii) whenever staffing requirements for a service mandate that the physician responsible for the service be certified or eligible for certification by an appropriate American Medical board, such position may be filled by an osteopathic physician who is certified or eligible for certification by the equivalent appropriate American osteopathic board.

Section 4. Medico-Administrative Personnel. Except as specified in written requirements for such positions, physicians and specified professional personnel engaged by this Corporation either full time or part time as employees or independent contractors in any medico-administrative positions, shall not be required to maintain membership on the Medical Staff Members of the Medical Staff in medico-administrative positions may be terminated from their contractual relationship with this Corporation according to corporate policy or according to the terms of their contracts.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Voting Interests. Subject to the limitations of Article VI, Section 2 of these Bylaws (Reserved Powers of the Corporate Member), the Corporation may vote any and all shares or other voting securities held by it in any other corporation or other entity and may exercise any and all membership rights held by it in any other corporation. Such action shall be undertaken or evidenced on behalf of this Corporation by such officer, agent or proxy as the Board of Directors may appoint or, in the absence of any such appointment, by the Chairperson of the Board or by an officer who is also a Director and, in such case, such person may likewise appoint a proxy to vote such securities.

Section 2. Checks, Drafts, Etc. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to this Corporation and any and all securities owned or held by this Corporation requiring signature for

transfer shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by the Board of Directors.

Section 3. Execution of Contracts. Except as otherwise provided in these Bylaws, and subject to the System Authority Matrix, the Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute any instrument in the name of and on behalf of this Corporation and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind this Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

Section 4. Inspection of Corporate Records. The accounting books and records of this Corporation, the minutes of proceedings of this Corporation's Board of Directors and Committees, and the minutes of proceedings of the Corporate Member acting in its capacity as member of this Corporation shall be open to inspection upon the written request by the Corporate Member or any Director at any reasonable time and for any purpose reasonably related to the interests of the Corporate Member, or the Director, as applicable. Such inspection may be made in person or by an agent or attorney.

Section 5. Annual Report. The Board of Directors shall cause an annual report to be sent to each Director of this Corporation and to the Corporate Member, no later than one hundred twenty (120) days after the close of this Corporation's fiscal or calendar year. Such annual report shall be prepared in conformity with requirements of the California Nonprofit Corporation Law.

Section 6. Fiscal Year. The fiscal year of this Corporation shall begin on the first day of July each year and end on June 30th of the following year.

Section 7. Review of Bylaws. At least once every two (2) years, the Board of Directors shall review, or delegate to an appropriate committee the review of, these Bylaws and recommend revisions to the Corporate Member as necessary to assure their compliance with all relevant requirements for licensure and accreditation of the health care facilities of the Corporation by state agencies and The Joint Commission, respectively.

Section 8. Financial Statements Must Be Made Available. If the Corporation prepares an audited financial statement, such audited financial statement shall be made available for inspection by the California Attorney General and by all members of the public no later than nine months after the close of the relevant fiscal year in the same manner as the Corporation's Internal Revenue Service Form 990. Each annual financial statement shall be made available to the public for three years.

Section 9. Executive Compensation Review and Approval. The Board, or any authorized Committee of the Board, shall review and approve the compensation, including benefits, of the President and CEO and the CFO to ensure that each such officer's compensation is just and reasonable. Such review and approval shall occur when the officer is initially hired, whenever the officer's term of employment is renewed or extended, and when the officer's compensation is modified, unless such modification applies to substantially all employees.

ARTICLE XII

INDEMNIFICATION AND INSURANCE

Section 1. Indemnification. To the full extent permitted by law and in the manner provided by law, this Corporation may, and if the law requires it shall, indemnify against liability and hold harmless any person who was or is a party to or is threatened to be a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a Director, officer, employee or other agent of this Corporation when serving in an official capacity on behalf of this Corporation, or is or was serving at the request of this Corporation as a member, director, officer, employee or other agent of another corporation, domestic or foreign, nonprofit or for-profit, partnership, joint venture, trust or other enterprise. The foregoing rights of indemnification shall not be deemed to be exclusive of any other rights to which such person may be entitled under applicable law, and shall continue as to a person who has ceased to be a Director, officer, employee, or other agent of this Corporation and shall inure to the benefit of the estate, executors, administrators, heirs, legatees or devisees of any such person to the extent such action, suit or proceeding survives the death of such person.

Section 2. Payment of Expenses. This Corporation may pay expenses, including attorney's fees, incurred in defending any action, suit or proceeding referred to in this Article in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case and as permitted by law.

Section 3. Insurance. This Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or other agent of this Corporation when serving in an official capacity on behalf of this Corporation, or is or was serving at the request of this Corporation as a member, director, officer, employee or other agent of another corporation, domestic or foreign, nonprofit or for-profit, partnership, joint venture, trust or other enterprise, against any claim or liability asserted against such person and incurred in any such capacity, or arising out of such person's status as such, whether or not this Corporation would be required or would have the power to indemnify such person against such liability under this Article or otherwise.

ARTICLE XIII

MAINTAINING A UNIFIED HEALTH SYSTEM

Section 1. Generally. In order to ensure the relationships between organizations in the Health System that are necessary to maintain a unified system, this Corporation, in accordance with policies established by the Corporate Member, shall require that the governing document or documents of any entity of which this Corporation is the sole member or controlling organization contain the following:

(a) Provisions that reserve to this Corporation the powers over such entity as may be required by applicable Health System policies;

(b) Provisions that reserve to such entity powers over organizations it controls, as may be required by applicable Health System policies; and

(c) Provisions that require such entity to require that the governing document or documents of organizations it controls contain a provision that reserves to this Corporation, to the Corporate Member of this Corporation or to such entity, as the case may be, the powers set forth in these Bylaws, the governing document or documents of such entity or applicable Health System policies. The term "governing document or documents" is used in this Article as a generic term to describe the organizational documents by which an entity is legally formed in a particular state and includes, but is not limited to, articles of incorporation, bylaws, governing resolutions, articles of partnership, joint venture agreements, operating agreements and any other document that creates or governs the organization or entity.

Section 2. Exercise of Reserved Powers. All action by this Corporation as the sole member or controlling person of an Affiliate shall be taken by this Corporation's Board of Directors.

ARTICLE XIV

GENDER AND NUMBER

Words used herein regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

ARTICLE XV

AMENDMENTS

These Bylaws or any part thereof may be amended or repealed or new Bylaws may be adopted by the affirmative vote of the Corporate Member.

Title 11, California Code of Regulations, § 999.5(d)(4)(A)

Exhibit 4

A0778079

2359329

AMENDED AND RESTATED ARTICLES OF INCORPORATION

FILED
Secretary of State
State of California
DEC 08 2015

OF

ST. VINCENT MEDICAL CENTER

The undersigned certify that:

1. They are the President/Chief Executive Officer and the Secretary, respectively, of ST. VINCENT MEDICAL CENTER, a California nonprofit religious corporation (the "Corporation")

2. The Articles of Incorporation of this Corporation shall be amended and restated to read in full as set forth in Exhibit A attached hereto and incorporated herein by this reference.

3. The foregoing amendment and restatement of the Articles of Incorporation has been duly approved by the board of directors and the sole member of this Corporation.

4. This Corporation has one member.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: December 8, 2015

[redacted]
Margaret Catherine Fickes
President/Chief Executive Officer

[redacted]
Sr. Marjorie Shelvy, DC
Secretary

Exhibit A

AMENDED AND RESTATED

ARTICLES OF INCORPORATION

ARTICLE I

The name of this Corporation is "ST. VINCENT MEDICAL CENTER".

ARTICLE II

A. This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law of the State of California for public and charitable purposes. In furtherance of the foregoing, this Corporation may do all of the following: (1) establish, acquire, develop, operate, lease, manage, and maintain acute care hospitals and appurtenant facilities; (2) promote and carry on scientific research related to the delivery of health care services; (3) establish, manage, and maintain various types of health plans, utilizing health delivery systems designed and coordinated to maximize benefits to the communities served; (4) participate in any activity designed and carried on to promote the general health of the community; and (5) make donations, transfer assets, and provide other forms of aid and assistance to, for the benefit of, or in connection with Verity Health System of California, Inc., a California nonprofit public benefit corporation ("Verity") or any of its affiliates. Notwithstanding the foregoing specific statement of purposes, the Corporation shall have and may exercise all of the power of a California nonprofit public benefit corporation, but only in furtherance of the above purposes.

B. In addition to the foregoing purposes, this Corporation is organized and operated primarily for charitable, scientific and educational purposes within the meaning of § 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law) (the "IRC"), and for scientific and charitable and educational purposes within the meaning of § 214(a)(15) of the California Revenue and Taxation Code (or the corresponding section of any future California revenue and tax law) (the "R&TC"). In furtherance of these purposes, this Corporation may:

(1) Support and foster the corporate purposes of Verity, and aid, assist and confer benefits upon Verity and its affiliates.

(2) Cooperate with health care institutions and membership institutions of Verity in their respective efforts to promote quality service at reasonable rates;

(3) Promote cooperation and the exchange of knowledge and experience within the health system established and operated by Verity;

(4) Engage in any lawful activities within the purposes and powers for which a corporation may be organized under the California Nonprofit Public

Benefit Corporation Law and as may be necessary or expedient for the administration of the affairs and attainment of the purposes of this Corporation.

(5) Otherwise operate for charitable, scientific and educational purposes within the meaning of § 501(c)(3) of the IRC and within the meaning of § 214(a)(6) of the R&TC, in the course of which operation:

(a) No part of the net earnings of this Corporation shall inure to the benefit of, or be distributable to, any private shareholder or individual, except that this Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

(b) No substantial part, of the activities of this Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and this Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office except as authorized under the IRC and R&TC.

(c) Notwithstanding any other provisions of these Articles, this Corporation shall not carry on any other activities not permitted to be carried on by (i) a corporation exempt from federal income tax under § 501(a) of the IRC, or by a corporation, contributions to which are deductible under § 170(c)(2) of the IRC, or ii) by a corporation exempt from taxation under § 214 of the R&TC.

ARTICLE III

This Corporation shall have one member (the "Corporate Member"). The Corporate Member shall be Verity.

ARTICLE IV

The property and assets of this Corporation are irrevocably dedicated to charitable, educational and scientific purposes meeting the requirements of § 214 of the R&TC. Upon the winding up and dissolution of this Corporation, its assets remaining, after payment or adequate provision for payment of all debts and obligations of this Corporation, shall be distributed in accordance with a plan of liquidation approved by the Board of Directors to: (a) the Corporate Member, if it is organized and operated exclusively for public and charitable purposes and has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or if for any reason it is unable to take such assets for such purpose; (b) such organization or organizations determined by the Board of Directors and organized and operated exclusively for charitable, educational or scientific purposes as shall at the time qualify as an exempt organization or organizations under § 501(c)(3) of the IRC and under § 214 of the

R&TC. No assets shall be distributed to any organization if any part of the net earnings of such organization inures to the benefit of any private person or individual, or if a substantial part of the activities of such organization is the carrying on of propaganda or otherwise attempting to influence legislation, or if the organization participates in, or intervenes in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office, or if the organization carries on any other activities not permitted to be carried on (i) by a corporation exempt from federal income tax under § 501(c)(3) of the IRC and meeting the requirements of § 214 of the R&TC or (ii) by a corporation, contributions to which are deductible under § 170(c)(2) of the IRC.

ARTICLE V

These Articles shall be amended only upon approval by this Corporation's Board of Directors and the Corporate Member.

I hereby certify that the foregoing transcript of 4 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

DEC 08 2015

Date:

ALEX PADILLA, Secretary of State

2358329

ARTICLES OF INCORPORATION
OF
ST. VINCENT MEDICAL CENTER

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

SEP 1 1 2001

BILL JONES, Secretary of State

ARTICLE I

The name of this Corporation is: St. Vincent Medical Center.

ARTICLE II

A. This Corporation is a religious corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Religious Corporation Law primarily for religious purposes. More specifically; the purposes of this Corporation are to be faithful to the Gospel and to the Vincentian charism to serve Jesus Christ in the person of the sick poor, and thereby to support, benefit and further the religious, charitable, scientific and educational purposes of the Daughters of Charity of St. Vincent de Paul, Province of the West (the "Province"). In furtherance of the foregoing, this Corporation may do all of the following:

(1) Establish, acquire, develop, operate, lease, manage and maintain acute care hospitals and appurtenant facilities which hospitals and facilities shall be operated in adherence with the Ethical and Religious Directives for Catholic Health Facilities promulgated by the National Conference of Catholic Bishops.

(2) Promote and carry on scientific research related to the care of the sick and injured.

(3) Establish, manage and maintain various types of health plans, utilizing health delivery systems designed and coordinated to maximize benefits to the communities served.

(4) Participate in any activity designed and carried on to promote the general health of the community.

(5) Make donations, transfer assets and provide other forms of aid and assistance to, for the benefit of, or in connection with DCHS, the Province or any of their respective affiliates.

B. In addition to the foregoing purposes this Corporation is organized and operated primarily for religious, charitable, scientific and educational purposes within the meaning of § 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of

any future United States Internal Revenue Law) (the "IRC"), and within the meaning of § 214(a)(6) of the California Revenue and Taxation Code (or the corresponding section of any future California revenue and tax law) (the "R&TC") and, in furtherance of these purposes and consistent with the teachings of the Roman Catholic Church, this Corporation may:

(1) Serve in the housing, health care, social services and education ministries of the Roman Catholic Church and carry out its mission.

(2) Promote, support and engage in any and all religious, educational, charitable and scientific ministries which are now, or may hereafter be, established by DCHS.

(3) Promote, support and engage in any and all religious, educational, charitable and scientific ministries which are now, or may hereafter be, established by the Province.

(4) Support and foster the corporate purposes of Daughters of Charity Health System ("DCHS"), a California nonprofit religious corporation, and aid, assist and confer benefits upon DCHS and its affiliates.

(5) Cooperate with the Province sponsored health care institutions and membership institutions of DCHS in their respective efforts to promote quality service at reasonable rates.

(6) Promote cooperation and the exchange of knowledge and experience within the Daughters of Charity St. Vincent de Paul ministry.

(7) Engage in any lawful activities within the purposes and powers for which a corporation may be organized under the California Nonprofit Religious Corporation Law and as may be necessary or expedient for the administration of the affairs and attainment of the purposes of this Corporation.

(8) Otherwise operate for religious, charitable, scientific and educational purposes within the meaning of §-501(c)(3) of the IRC and within the meaning of § 214(a)(6) of the R&TC, in the course of which operation:

(a) No part of the net earnings of this Corporation shall inure to the benefit of, or be distributable to, any private shareholder or individual, except that this Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

(b) No substantial part of the activities of this Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and this Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office except as authorized under the IRC and R&TC.

(c) Notwithstanding any other provisions of these Articles, this Corporation shall not carry on any other activities not permitted to be carried on by (i) a corporation exempt from federal income tax under § 501(a) of the IRC, or by a corporation, contributions to which are deductible under § 170(c)(2) of the IRC, or (ii) by a corporation exempt from taxation under § 214 of the R&TC.

C. This Corporation is formed for the purpose of supporting the overall Daughters of Charity of St. Vincent de Paul mission of responding to the multiple needs of the poor particularly for housing, health and social services, primarily in the geographic region consisting of the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Nevada, New Mexico, Montana, Oregon, Utah, Washington and Wyoming. This Article is one of purpose and not of powers and nothing contained in this Article shall be construed as limiting powers conferred upon this Corporation by the California Nonprofit Religious Corporation Law.

ARTICLE III

This Corporation shall have one member (the "Corporate Member"). The Corporate Member shall be DCHS.

ARTICLE IV

The property and assets of this Corporation are irrevocably dedicated to religious, charitable, educational and scientific purposes meeting the requirements for exemption provided by § 214 of the R&TC. Upon the winding up and dissolution of this Corporation, its assets remaining, after payment or adequate provision for payment of all debts and obligations of this Corporation, shall be distributed in accordance with a plan of liquidation approved by the Board of Directors (a) to DCHS, if it is organized and operated exclusively for charitable purposes and has established its tax-exempt status under § 501(c)(3) of the IRC and under § 214 of the R&TC, or if for any reason it is unable to take such assets for such purpose, (b) to the Daughters of Charity Ministry Services Corporation, if it is organized and operated exclusively for charitable purposes and has established its tax-exempt status under § 501(c)(3) of the IRC and under § 214 of the R&TC, or if for any reason it is unable to take such assets for such purpose, or any successor thereto, if it is organized and operated exclusively for charitable purposes and has established its tax-exempt status under § 501(c)(3) of the IRC and under § 214 of the R&TC, or if for any reason it is unable to take such assets for such purpose (c) to the Province, if it is organized and operated exclusively for charitable purposes and has established its tax-exempt

status under § 501(c)(3) of the IRC and under § 214 of the R&TC, or if for any reason it is unable to take such assets for such purpose, (d) to a nonprofit fund, foundation, entity or corporation approved by the Province that is organized and operated exclusively for religious, charitable, educational or scientific purposes, that has established its tax-exempt status under § 501(c)(3) of the IRC and under § 214 of the R&TC and that is operated in the United States for the benefit of the Province, or if for any reason it is unable to take such assets for such purposes, or if no such fund, foundation or corporation exists, (e) to such organization or organizations determined by the Board of Directors and organized and operated exclusively for religious, charitable, educational or scientific purposes as shall at the time qualify as an exempt organization or organizations under § 501(c)(3) of the IRC and under § 214 of the R&TC. No assets shall be distributed to any organization if any part of the net earnings of such organization inures to the benefit of any private person or individual, or if a substantial part of the activities of such organization is the carrying on of propaganda or otherwise attempting to influence legislation, or if the organization participates in, or intervenes in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office, or if the organization carries on any other activities not permitted to be carried on (i) by a corporation exempt from federal income tax under § 501(c)(3) of the IRC and under § 214 of the R&TC or (ii) by a corporation, contributions to which are deductible under § 170(c)(2) of the IRC.

ARTICLE V

The name and address in the State of California of this corporation's initial agent for service of process is:

William Parente, President & CEO
St. Vincent Medical Center
2131 West Third Street
Los Angeles, CA 90051

ARTICLE VI

These Articles shall be amended only upon approval by this Corporation's Board of Directors and Corporate Member.

September 10, 2001

[redacted]
Sister Margaret Keaveney, D.C., Incorporator

OFFICE OF THE SECRETARY OF STATE

AMENDED AND RESTATED

BYLAWS OF

ST. VINCENT MEDICAL CENTER

Adopted April 4, 2017

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AMENDED AND RESTATED

BYLAWS OF

ST. VINCENT MEDICAL CENTER

ARTICLE I

NAME

The name of this Corporation shall be as set forth in its Articles of Incorporation.

ARTICLE II

DEFINITIONS

Section 1. Definitions. These Bylaws contain the terms "Affiliate" and "Health System." These terms are also used in the bylaws of other entities comprising the Health System. For purposes of continuity, when used in these Bylaws, such terms shall be interpreted to give full effect to the intent of Article XIII of these Bylaws.

(a) Affiliate. The term "Affiliate" shall mean, individually, each organization that is controlled, directly or indirectly, by Verity Health System of California, Inc., a California nonprofit public benefit corporation ("Verity"), or by another organization controlled by Verity. As used in this definition, "control" shall mean (a) the status of sole corporate member of an organization; or (b) the authority to appoint, elect or approve at least a majority of the governing body of an organization.

(b) Corporate Member. The term "Corporate Member" shall mean Verity.

(c) Corporation. The term "Corporation" shall mean St. Vincent Medical Center.

(d) Health System. The term "Health System" shall mean, collectively, Verity, this Corporation and the Affiliates of Verity.

(e) Subsidiary. "Subsidiary" shall mean an Affiliate that is under the direct control of another Affiliate.

(f) System Authority Matrix. The term "System Authority Matrix" shall mean the document as in effect from time to time which sets forth the respective responsibilities and authorities for Health System operations and decision making.

Section 2. Other Capitalized Terms. Capitalized terms used in these Bylaws and not otherwise defined herein are used herein with the meanings given them in the California Nonprofit Corporation Law.

ARTICLE III

PURPOSES

Section 1. Purposes. The purposes of this Corporation are set out in its Articles of Incorporation as in effect from time to time.

ARTICLE IV

OFFICES AND SEAL

Section 1. Principal Office. The principal office of this Corporation shall be in the County of Los Angeles, State of California.

Section 2. Seal. This Corporation may have a common seal inscribed with the name of this Corporation.

ARTICLE V

CORPORATE MEMBERSHIP

Section 1. Corporate Membership. The sole member of this Corporation is Verity, acting through its Board of Directors or otherwise as provided in Article XIII, Section 2 of these Bylaws or the California Nonprofit Corporation Law.

Section 2. Rights and Powers of the Corporate Member. As the sole member of this Corporation under the California Nonprofit Corporation Law, the Corporate Member has all corresponding statutory rights and powers of membership. In addition, the Corporate Member has the power (which are termed the "Reserved Powers" of the Corporate Member) to take or approve the following actions:

(a) Approve or change the mission, role and purpose of this Corporation;

(b) Amend the Bylaws and Articles of Incorporation of this Corporation;

(c) Authorize the Board of Directors to amend the bylaws, articles of incorporation or other organizational documents of any Affiliate;

(d) Approve the formation, merger, dissolution, consolidation, divestiture, closure, change in corporate membership or control and reorganization of each direct Affiliate of this Corporation;

(e) Fix the number and appoint and remove the Directors of this Corporation;

(f) Appoint and remove the Chairperson of the Board and the President and Chief Executive Officer of this Corporation and of each direct Affiliate or Subsidiary of this Corporation;

(g) Approve the merger, consolidation, reorganization or dissolution of this Corporation and the disposition of the assets of this Corporation upon dissolution;

(h) Approve the acquisition, sale, lease, mortgage, transfer or other alienation of real or personal property of this Corporation other than in accordance with the System Authority Matrix;

(i) Approve the capital and operating budgets of this Corporation or of any Affiliate controlled by this Corporation;

(j) Approve the incurrence of debt or guaranties of this Corporation other than in accordance with the System Authority Matrix;

(k) Establish policy concerning quality of care and services for the Corporation and to approve any such policies of this Corporation that are inconsistent with the System Authority Matrix;

(l) Establish policy and procedures concerning finance and resources for the Corporation and to approve any such policies or procedures that are inconsistent with such policies or procedures;

(m) Establish criteria for the long-range financial and strategic plans of the Corporation and to approve any such plans;

(n) Establish an internal auditing program and approve any material element of the internal auditing program for this Corporation that is inconsistent with the internal auditing program established by the Corporate Member;

(o) Approve capital expenditures by this Corporation or for any Affiliate controlled by this Corporation other than in accordance with the System Authority Matrix;

(p) Approve the transfer of funds, by gift or loan, between this Corporation and one or more other Affiliates of Verity and this Corporation or to any other person or entity other than in accordance with System Authority Matrix; and

(q) Approve any other action by this Corporation or for any Affiliate controlled by this Corporation that has been established by resolution of the Corporate Member as requiring its approval, including, but not limited to, any approvals of authority necessary to ensure compliance with any credit agreement, master indenture or loan agreement to which this Corporation or any Affiliate controlled by this Corporation is a party.

Section 3. Voting By Proxy. The Corporate Member may not vote by proxy.

Section 4. Appointment of Officer or Director or Others to Act on Behalf of Corporate Member. Subject to applicable law and the articles of incorporation and bylaws of the Corporate Member, the Corporate Member's board of directors may, by resolution, appoint one of more officers or directors of the Corporate Member or one or more other persons to act on its behalf, in its capacity as Corporate Member of this Corporation.

Section 5. Annual Meeting. A meeting of the Corporate Member shall be held annually for the purpose of appointing Directors and to transact such other business as may be brought before such meeting. The annual meeting of the Corporate Member shall be held at such time and place as the board of directors of the Corporate Member determine from time to time.

Section 6. Action by Written Consent. Any action required or permitted to be taken at a meeting (whether annual, regular or special) by the Corporate Member under any provision of law, the Articles of Incorporation or these Bylaws may be taken without a meeting if the Corporate Member consents to such action in writing. Each such written consent shall be filed with the minutes of the proceedings of the Corporation. Such action by written consent shall have the same force and effect as a vote of the Corporate Member. Any certificate or other document filed on behalf of this Corporation relating to an action taken by the Corporate Member without a meeting shall state that the action was taken by written consent of the Corporate Member without a meeting and that the Bylaws of the Corporation authorize the Corporate Member to so act.

ARTICLE VI

BOARD OF DIRECTORS

Section 1. Powers. Subject to the provisions of this Corporation's Articles of Incorporation, these Bylaws, the Reserved Powers of the Corporate Member, the System Authority Matrix and the laws of the State of California, the activities and affairs of this Corporation shall be managed and conducted and all corporate powers shall be exercised by or under the direction of this Corporation's Board of Directors. To facilitate the management and conduct of this Corporation's activities and affairs, the Board of Directors shall establish corporate policies for, and formulate the basic rules and regulations governing the operation and management of, this Corporation and generally oversee and be responsible for the quality of care and the planning of services rendered by this Corporation. The Board of Directors may delegate the management and conduct of this Corporation's activities and affairs to any person or persons, management company, or committee however composed, provided that no delegation of authority by the Board of Directors to the Chief Executive Officer (as defined in Article VIII, Section 4 below), or anyone else, shall preclude the Board of Directors from exercising the authority required to meet its governance responsibility for the management and conduct of this Corporation's activities and affairs; and provided, further, that any delegation of powers of the Board may be made only to a committee of the Board consisting only of Directors and shall be subject to the further limitations on Board committees set forth in Article IX, Section 1 of these Bylaws. The Board of Directors shall retain the right to rescind any such delegation.

Section 2. Reserved Powers of Verity as the Corporate Member; Final Action. Certain actions of the Board of Directors are subject to the Reserved Powers of Verity, acting in

its capacity as the Corporate Member of this Corporation, as set forth above in Article V of these Bylaws. Action by the Board of Directors of this Corporation that is subject to the approval of the Corporate Member pursuant to the Reserved Powers of the Corporate Member shall become final, binding action of the Corporation when such action has been approved or ratified by final action of the Corporate Member acting in accordance with these Bylaws and the bylaws of the Corporate Member.

Section 3. Number and Qualification.

(a) The Board of Directors shall consist of not less than five (5) nor more than seventeen (17) members, including:

(i) The President and Chief Executive Officer of the Corporate Member shall serve as a member of the Board, *ex officio.*

(ii) The Board of Directors may include at least one (1) person who is a member in good standing of the Board of Directors of Verity, provided that no more than fifty percent (50%) of the Directors shall be members who are in good standing of the Board of Directors of Verity.

(iii) At least one-third of the members shall be residents of Los Angeles County; and

(iv) No more than twenty (20) percent of the members of the Board of Directors shall have, either directly or indirectly, personally or through a family member, any financial relationship with BlueMountain Capital Management, LLC or any of its owned or managed affiliates or Integrity Healthcare, LLC, and may not serve as an officer, director, contractor or employee of BlueMountain Capital Management, LLC or any of its owned or managed affiliates, or Integrity Healthcare, LLC, any managed fund, or entity in which BlueMountain Capital Management, LLC has an equity stake or option to purchase, except for public companies wherein BlueMountain Capital Management, LLC has an interest of less than 10%.

(b) Restriction on Interested Directors. Not more than forty-nine percent (49%) of the persons serving on the Board of Directors at any time may be interested persons within the meaning of Section 5227 of the California Nonprofit Public Benefit Corporation Law. An interested person is (i) any person currently being compensated by this Corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor or otherwise, but excluding any reasonable compensation paid to a Director as Director; or (ii) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person. However, any violation of the provision of this Section shall not affect the validity or enforceability of any transaction entered into by this Corporation.

Section 4. Appointment by Corporate Member. The Directors shall be appointed by Verity at each annual meeting of the Corporate Member.

Section 5. Term. Each Director (other than the President and Chief Executive Officer of the Corporate Member) shall hold office for a term of one (1) year or such other period set by the Corporate Member or until a successor is appointed and qualified or until such person sooner dies, resigns, is removed or becomes disqualified.

Section 6. Removal and Filling of Vacancies. The Board of Directors may declare vacant the office of a Director who has been declared of unsound mind by a final order of court or convicted of a felony or who has missed more than half of the meetings of the Board of Directors during any twelve-month period other than by reason of illness, or who has been found, by a final order or judgment of any court, to be in breach of any duty owed to the Corporation under Sections 5230-5239 of the California Nonprofit Public Benefit Corporation Law. In the event that such office is declared vacant, a new Director to fill the unexpired portion of the term of the Director whose office was declared vacant shall be appointed by the Corporate Member.

Section 7. Resignation. Any Director may resign at any time by delivering his or her resignation in writing to the Chairperson of the Board of Directors, the President or the Secretary or to the Board of Directors of the Corporation at its principal office; provided that, except upon notice to the Attorney General, no Director may resign if the Corporation would then be left without a duly elected Director or Directors in charge of its affairs. Such resignation shall be effective upon receipt unless specified to be effective at some other time.

Section 8. Fees and Compensation. Directors may receive such reasonable compensation (within the meaning of Internal Revenue Code Section 4958), if any, for serving as Director, and advances or reimbursement for reasonable expenses, as may be fixed or determined by the Corporate Member. Directors may receive compensation from the Corporation for services rendered to it, subject to the restriction on Interested Directors as set forth in Section 3(b) above of this Article VI.

Section 9. Self-Dealing Transactions. This Corporation shall not enter into self-dealing transactions. Except as provided in Section 9(a) of this Article VI, for the purpose of this Section, a self-dealing transaction means a transaction to which this Corporation is a party and in which one or more of the members of its Board of Directors or officers has a material financial interest and which does not meet the requirements of Sections 9(b) or 9(c) of this Article VI. Such a member of the Board of Directors is an "Interested Director" for the purpose of this Section.

(a) Exceptions. The provisions of this section do not apply to any of the following:

(i) An action of the Board of Directors fixing the compensation of a member of the Board of Directors as an officer of this Corporation.

(ii) A transaction which is part of a public or charitable program of this Corporation if it (i) is approved or authorized by this Corporation in good faith and without unjustified favoritism and (ii) results in a benefit to one or more members of the Board of

Directors or their families because they are in the class of persons intended to be benefited by the public or charitable program.

(iii) A transaction, of which the Interested Director or Directors have no actual knowledge, and which does not exceed the lesser of one percent of the gross receipts of this Corporation for the preceding fiscal year or one hundred thousand dollars ($100,000).

(b) Prior Board of Directors Approval. This Corporation may enter into a self-dealing transaction if all of the following facts are established:

(i) This Corporation entered into the transaction for its own benefit;

(ii) The transaction was fair and reasonable as to this Corporation at the time this Corporation entered into the transaction;

(iii) Prior to consummating the transaction or any part thereof the Board of Directors authorized or approved the transaction in good faith by a vote of a majority of the members of the Board of Directors then in office without counting the vote of the Interested Director or Directors, and with knowledge of the material facts concerning the transaction and the Director's interest in the transaction. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorizes, approves or ratifies the contract or transaction. Except as provided in Section 9(c)(i) of this Article VI, action by a committee of the Board of Directors shall not satisfy this paragraph; and

(iv) Prior to authorizing or approving the transaction the Board of Directors considered and in good faith determined after reasonable investigation under the circumstances that this Corporation could not have obtained a more advantageous arrangement with reasonable effort under the circumstances or (ii) this Corporation in fact could not have obtained a more advantageous arrangement with reasonable effort under the circumstances.

(c) Subsequent Board of Directors Approval. This Corporation may enter into a self-dealing transaction if all of the following facts are established:

(i) A committee or person authorized by the Board of Directors approved the transaction in a manner consistent with the standards set forth in Section 9(b) of this Article VI;

(ii) It was not reasonably practicable to obtain approval of the Board of Directors prior to entering into the transaction; and

(iii) The Board of Directors, after determining in good faith that the conditions of subparagraphs (i) and (ii) of this subsection (c) were satisfied, ratified the transaction at its next meeting by a vote of the majority of the members of the Board of Directors then in office without counting the vote of the Interested Director or Directors. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorizes, approves or ratifies the contract or transaction.

ARTICLE VII

MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Place of Meeting. All meetings of the Board of Directors shall be held at the principal office of this Corporation or at such other place as may be designated for that purpose in the notice of the meeting or, if not stated in the notice or there is no notice, at such place as may be set by resolution of the Board.

Section 2. Annual Meeting. As soon as reasonably practicable, but no later than sixty (60) days after the annual meeting of the Corporate Member, the Board of Directors shall hold an annual meeting for the purpose of organizing the Board, electing officers other than the Chairperson of the Board, and the transaction of such other business as may come before the meeting. The date of the annual meeting shall be fixed by resolution. No notice of the annual meeting of the Board of Directors need be given.

Section 3. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time as the Corporate Member may fix by resolution from time to time. No notice of regular meetings of the Board of Directors need be given.

Section 4. Special Meetings. Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the Chairperson of the Board or by two (2) or more Directors of this Corporation, or by the Corporate Member.

Section 5. Notice of Special Meetings. Notice of the time and place of special meetings shall be communicated personally or by telephone to each Director or sent to each Director by mail or other form of written communication (including e-mail), addressed to such Director at his or her address as it is shown on the records of this Corporation. Such notice, if mailed, shall be mailed at least seventy-two (72) hours prior to the time of the meeting, or if delivered personally, telephonically or telegraphically or by e-mail, shall be received at least forty-eight (48) hours prior to the time of the meeting.

Section 6. Waiver of Notice. Notice of a meeting need not be given to any Director who signs a waiver of notice or a written consent to hold the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 7. Quorum. At all meetings of the Board of Directors, a majority of the then serving Directors, but not less than two (2), whichever is greater, shall be necessary and sufficient to constitute a quorum for the transaction of business, except that a majority of the Directors present, whether or not a quorum, may adjourn any Directors meeting to another time and place. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, unless a greater number is required by law. Notwithstanding the previous provisions of this Section, the Directors present at a meeting at which a quorum is initially present may continue to transact business notwithstanding the

withdrawal of Directors, so long as any action taken is approved by at least a majority of the required quorum for such meeting.

Section 8. Action Without Meeting. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all of the Directors individually or collectively shall consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as the unanimous vote of such Directors. Any certificate or other document filed on behalf of this Corporation relating to an action taken by the Board without a meeting shall state that the action was taken by written consent of the Board of Directors without a meeting and that the Bylaws of the Corporation authorize its Directors to so act.

Section 9. Telephonic Meeting. Directors may participate in a meeting of the Board through the use of conference telephone or similar communication equipment, as long as all Directors participating in such meeting can hear one another. Participation in this manner shall constitute presence in person at such meeting.

Section 10. Prohibition Against Voting by Proxy. Directors may not vote by proxy.

Section 11. Board Observer. The President and Chief Executive Officer of the Corporate Member shall appoint one of Verity's Corporate Officers to be an official Board Observer of the Board of Directors. The Board Observer shall have the right to be heard at any meetings of the Board of Directors, but in no event shall the Board Observer (i) be deemed to be a member of the Board; or (ii) have the right to vote on any matter under consideration by the Board.

ARTICLE VIII

CORPORATE OFFICERS

Section 1. Officers.

(a) The officers of this Corporation shall include a Chairperson of the Board, a Vice Chairperson of the Board, a President and Chief Executive Officer ("CEO"), a Chief Financial Officer ("CFO"), and a Secretary all of whom shall be selected in accordance with the provisions of this Article VIII. Neither the Chairperson of the Board nor the President/CEO may serve concurrently as the Secretary or CFO of this Corporation.

(b) Each officer shall hold office until his or her resignation or removal, other disqualification to serve or until his or her successor shall be elected and qualified.

(c) The Board of Directors may appoint such additional officers from among the members of the Board of Directors (including, for example, one (1) or more assistant Secretaries), as the business of this Corporation may require, each of whom shall serve for such period, have such authority and perform such duties as the Board of Directors from time to time may authorize.

Section 2. Removal of Officers. Any officer, other than the Chairperson of the Board, the President and CEO and the CFO, may be removed, with or without cause, by a majority of Directors then in office, at any regular or special meeting of the Board. The Chairperson of the Board may be removed, with or without cause, only by the Corporate Member, and the President/CEO may be removed, with or without cause, only by the Corporate Member after consultation with the Board of Directors of this Corporation and the President/CEO of the Corporate Member. The CFO may be removed, with or without cause, only by the President/CEO of this Corporation with the concurrence of the Chief Financial Officer of the Corporate Member after consultation with the Board of Directors of this Corporation. If a vacancy occurs in any office as a result of death, resignation, removal, disqualification or any other cause, the Board of Directors may delegate the powers and duties of such, office, except as otherwise provided in these Bylaws, to any officer or to any Director until such time as a successor for such office has been appointed. Any officer who is also a Director shall be automatically removed as such an officer upon his or her removal as a Director in accordance with the provisions of Article VI, Section 6 of these Bylaws.

Section 3. Chairperson of the Board. The Chairperson of the Board shall be appointed by the Corporate Member in connection with the appointment of the Directors. The Chairperson of the Board shall have the powers and duties usually associated with such office. The Chairperson of the Board shall preside over meetings of the Board of Directors, supervise activities of the Board, and serve as an ex officio voting member of all Board committees.

Section 4. President and Chief Executive Officer. The President/CEO shall be the chief executive officer of this Corporation, shall be an employee of Verity, and shall serve as a member of the Verity executive team. The President/CEO shall be appointed by the Corporate Member after consultation with this Corporation's Board of Directors and the President/CEO of the Corporate Member. He or she shall serve such term as may be determined by the Board of Directors. He or she shall report to and be accountable to this Corporation's Board of Directors and to the President/CEO of the Corporate Member and shall have general supervision, direction and control of the business, employees and independent contractors of this Corporation and shall be held responsible for the proper functioning and management of this Corporation. The President/CEO shall possess the degree of education and experience appropriate to the proper discharge of these responsibilities and, if a management or employment agreement may be in effect, meet all of the requirements set forth in the management or employment agreement. The President/CEO may sign, with the Secretary or any other officer of this Corporation as authorized by this Corporation's Board of Directors, any instrument which this Corporation's Board of Directors has authorized to be executed. The Chairperson of the Board of this Corporation and the President/CEO of the Corporate Member shall initiate and conduct periodic performance reviews of the President/CEO of this Corporation, taking into account the advice and comments of this Corporation's Board of Directors. Subject to the control of this Corporation's Board of Directors and the direction of the Corporate Member, the President/CEO shall organize the administrative functions of this Corporation, delegate duties and establish formal means of accountability on the part of his or her subordinate officers. The President/CEO shall have the general powers and duties of management usually vested in the chief executive officer under the California Nonprofit Public Benefit Corporation Law and shall have other powers and duties as may be prescribed by this Corporation's Board of Directors, these Bylaws, and the policies of the Corporate Member.

Section 5. Vice Chairperson of the Board. The Vice Chairperson of the Board shall be elected from among the Directors and, in the absence or disability of the Chairperson of the Board, shall perform all duties of the Chairperson of the Board and, when so acting, shall have all powers of and be subject to all restrictions upon the Chairperson of the Board. In the absence of both the Chairperson of the Board and the Vice Chairperson of the Board, the Board shall select one of its members, other than the Secretary or CFO, to act as Chairperson of the Board.

Section 6. Secretary. The Secretary shall be appointed initially by the Corporate Member and thereafter shall be elected from among the Directors and shall keep or cause to be kept at the principal office or at such other place as the Board of Directors may determine, a book of minutes of all meetings of the Directors, whether annual, regular or special, with the time and place of the meeting, the notice given, the names of those present at the meeting, the proceedings thereat and, if a special meeting, how it was authorized. The Secretary shall give or cause to be given notice of all meetings of the Board of Directors required by these Bylaws or by law. The Secretary shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

Section 7. Chief Financial Officer. The CFO shall and according to the direction of the Board of Directors and the President/CEO, keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of this Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses and capital. The CFO shall deposit all monies and other valuables in the name and to the credit of this Corporation with such depositaries as may be designated by the Board of Directors. The CFO shall disburse the funds of this Corporation as may be ordered by the Board of Directors, shall render to the President/CEO, the Directors or the Chief Financial Officer of the Corporate Member, whenever they request it, an account of all transactions and of the financial condition of this Corporation, and shall have other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws. The CFO shall be appointed by and subject to removal by the President/CEO of this Corporation as a corporate employee with the concurrence of the Chief Financial Officer of the Corporate Member after consultation with the Board of Directors of this Corporation. He or she shall serve such term as may be determined by the Board of Directors. He or she shall report to and be accountable to the President/CEO of this Corporation and the Chief Financial Officer of the Corporate Member.

Section 8. Reporting Relationship of Certain Corporate Officers to the Board of Directors. Persons serving from time to time in the positions of Corporate Responsibility Officer and Vice President and General Counsel of the Corporate Member shall report to and be accountable to the Corporate Member's board of directors and the President/CEO and each of them shall be entitled to confidential access to this Corporation's Chairperson and other members of this Corporation's Board of Directors as necessary or advisable to carry out such person's duties in such position.

Section 9. Resignation. Any officer may resign at any time by giving written notice to this Corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the

acceptance of the resignation is without prejudice to the rights, if any, of this Corporation under any contract to which the officer is a party.

Section 10. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office.

ARTICLE IX

COMMITTEES

Section 1. Generally.

(a) The Board of Directors may by resolution establish (1) Committees of the Board which shall have legal authority to act for this Corporation, subject to the authority of any Health System-wide committees appointed by Verity, and (2) Advisory Committees. Committees may be either standing or special. Members of all committees shall serve at the pleasure of the Board. Any Committee of the Board which shall have legal authority to act for this Corporation, to the extent provided in a resolution of the Board adopted by a majority of the Directors then in office, shall have all authority of the Board, except with respect to:

(i) The approval of any action for which the California Nonprofit Public Benefit Corporation Law or these Bylaws also require approval of the Corporate Member, or a majority of this Corporation's Board of Directors;

(ii) The filling of vacancies on the Board of Directors or on any committee that has the authority of the Board;

(iii) The amendment or repeal of any resolution of the Board of Directors that by its express terms is not so amendable or repealable;

(iv) The appointment of other Committees of the Board or members thereof; or

(v) The approval of any self-dealing transaction, except as provided in Section 5233(d)(3) of the California Nonprofit Public Benefit Corporation Law.

(b) The Board of Directors shall have the power to prescribe the manner in which proceedings of any committee shall be conducted. In the absence of any such prescription, such committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless these Bylaws, the Board or such committee shall otherwise provide, the regular and special meetings and other actions of any committee shall be governed by the provisions of Article VII of these Bylaws. Each committee shall keep minutes of its proceedings and shall report the same to the Board from time to time, as the Board of Directors may require.

The Board of Directors shall review the charter of each committee governed by a charter at least once every two years.

Section 2. Committees of the Board. Only Directors may be appointed as members of Committees of the Board. Each Committee of the Board shall consist of two or more Directors. The Chairperson and members of Committees of the Board shall be appointed by the Board of Directors by resolution adopted by a majority of the Directors then in office. The Board may designate one or more Directors as alternate members of any such committee, who may replace any absent member at any meeting of the committee.

Section 3. Advisory Committees. Advisory Committees may consist of two or more persons and may consist of Directors only, Directors and non-Directors, or non-Directors only, and may include non-voting members and alternate members. The Chairperson and members of Advisory Committees shall be appointed by the Chairperson of the Board or the Board of Directors. Advisory Committees shall have no legal authority to act for this Corporation.

Section 4. Executive Committee.

(a) There may be an Executive Committee which, if established, shall consist of some such members of the Board of Directors as the Board may designate. The Chairperson of the Executive Committee shall be the person then serving as Chairperson of the Board. The Executive Committee shall have authority to act for this Corporation, subject to the provisions of Section 1 of this Article.

(b) The establishment of an Executive Committee and the delegation of authority to it shall not operate to relieve the Board of Directors or any individual Director of any responsibility imposed on it or him or her by law, by the Articles of Incorporation of this Corporation or these Bylaws.

(c) The Executive Committee shall meet at such times as it deems necessary, provided that reasonable notice of all meetings of the Executive Committee shall be given to its members and no act of the Executive Committee shall be valid unless approved by the vote of a majority, or by the unanimous written consent, of its members.

Section 5. Finance Committee. The Finance Committee shall be an Advisory Committee and shall operate in accordance with a charter adopted by the Board of Directors as in effect from time to time. It shall consist of not fewer than four members, all of whom shall be or shall be capable of becoming familiar with basic financial statements and accounting principles, and all of whom shall be deemed by the Board of Directors to be free of any relationship that would interfere with independent judgment. The members of the Committee shall include the President and Chief Executive Officer of the Corporation, the Chief Financial Officer of the Corporation, the Chief Financial Officer of the Corporate Member, and at least one other person who is not an officer of the Corporation. The Committee shall have general surveillance over the finances of the Corporation, shall approve the annual budget of and any financial statements prepared by the Corporation, and shall make regular reports and recommendations to the Board of Directors. If there is no separate Audit Committee, the Finance Committee shall be

responsible for performing the functions of the Audit Committee as set forth in these Bylaws. For the avoidance of doubt, the Board retains the ultimate authority to approve the annual budget and any financial statements prepared by the Corporation.

Section 6. Audit Committee. The Audit Committee shall be an Advisory Committee and shall operate in accordance with a charter adopted by the Board of Directors as in effect from time to time. It shall consist of not fewer than three members, all of whom shall be or shall be capable of becoming familiar with basic financial statements and accounting principles, and all of whom shall be deemed by the Board of Directors to be free of any relationship that would interfere with independent judgment. None of the members may be employees of the Corporation. Members of the Audit Committee shall not receive any compensation from the Corporation in excess of the compensation, if any, received by Directors for service on the Board and shall not have a material financial interest in any entity doing business with the Corporation. The Committee shall meet quarterly and shall meet at least annually with the outside auditor or auditors of the Corporation. The Committee shall have general surveillance over the auditing of the financial records of the Corporation, shall approve the financial statements prepared by the Corporation, and shall make regular reports and recommendations to the Board of Directors, all subject to the authority of the audit committee of Verity or any Health System-wide audit committee that may be established by Verity from time-to-time. At the sole discretion of the Corporate Member, the Audit Committee of this Corporation may be dissolved and all of its responsibilities shall be assumed by the Corporate Member's audit committee.

Section 7. Quality and Patient Safety Committee. The Quality and Patient Safety Committee shall be an Advisory Committee and shall operate in accordance with a charter adopted by the Board of Directors as in effect from time to time. The Quality and Patient Safety Committee shall consist of not fewer than three members, all of whom shall be or shall be capable of becoming familiar with basic issues and requirements affecting the quality performance of acute-care hospitals. The Committee's composition shall be as follows: (1) at least one member of the Committee shall be a Director in good standing of this Corporation; (2) at least one shall be the Chief of Staff or other senior physician practicing in a facility affiliated with the Corporation, appointed by the Board of Directors; (3) the President and Chief Executive Officer of the Corporation shall be a voting ex officio member; and (4) the Vice President of Quality of the Corporate Member shall be each a voting ex officio member. The Quality and Patient Safety Committee shall meet a minimum of six times a year, shall present regular reports to the Board of Directors and shall oversee the establishment and implementation of an ongoing quality assurance program in accordance with its charter, including, for example and without limitation: review of reports from the administration and the medical staff of the Corporation addressing quality performance, assessment of the impact of the Committee's oversight on quality performance, review of information regarding patient experience, evaluation of the adequacy of resources allocated to quality improvement, and monitoring of participation in national quality improvement efforts.

Section 8. Term of Office. The Chairperson and each member of a standing committee shall serve until the next election of Directors and until his or her successor is appointed or until such committee is sooner terminated or until he or she is removed, resigns or otherwise ceases to qualify as a member of the committee. The Chairperson and each member of

a special committee shall serve for the life of the committee unless they are sooner removed, resign or cease to qualify as members of such committee.

Section 9. Vacancies. Vacancies on any committee may be filled for the unexpired portion of the term in the same manner as provided in the case of original appointments.

Section 10. Quorum. At all committee meetings, a majority of committee members then serving, but not less than two (2), whichever is greater, shall be necessary and sufficient to constitute a quorum for the transaction of business, except that a majority of committee members present, whether or not a quorum, may adjourn any committee meeting to another time and place. The act of a majority of the committee members present at a meeting at which there is a quorum shall be the act of the committee. Notwithstanding previous provisions of this Section, the committee members present at a meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of committee members, so long as any action taken is approved by at least a majority of the required quorum for such meeting.

ARTICLE X

MEDICAL STAFF

Section 1. Organization, Appointments and Hearings.

(a) The Corporation shall maintain an organized medical staff that is accountable to the Board of Directors. The Board of Directors shall have the ultimate authority and responsibility for the oversight and delivery of health care rendered by all licensed independent practitioners and other practitioners granted practice privileges at health facilities licensed in the name of this Corporation. The Board of Directors shall organize the physicians, dentists, podiatrists and such other categories as may be permitted by law and granted practice privileges at health facilities licensed in the name of this Corporation into one or more staffs ("Medical Staff") under Medical Staff bylaws approved by the Board of Directors. The Board of Directors shall also make provision for credentialing and privileging through the medical staff process of such categories of licensed independent practitioners and other practitioners as the Board of Directors may authorize under Medical Staff bylaws approved by the Board of Directors (the "Allied Health Professional Staff"). The Board of Directors shall consider recommendations of the Medical Staff and appoint to the Medical Staff and the Allied Health Professional Staff such practitioners as meet the qualifications for membership and privileges set forth in the Medical Staff bylaws. Only members of the Medical Staff may admit patients. Each member of the Medical Staff and the Allied Health Professional Staff shall have appropriate authority and responsibility for the care of his or her patients, subject to the limits of his or her licensure and privileges, as delineated by the Board of Directors, and subject to such limits as are contained in these Bylaws and in the Bylaws, Rules and Regulations of the Medical Staff.

(b) All applications for appointment to the Medical Staff and the Allied Health Professional Staff shall be in writing and addressed to the Medical Staff secretary. They shall contain full information concerning the applicant's education, licensure, practice, previous hospital experience and any history with regard to licensure and hospital privileges.

(c) All appointments to the Medical Staff and the Allied Health Professional Staff shall be for a maximum period of two (2) years, renewable by the Board of Directors upon re-application. When an appointment is denied or not renewed, or when privileges have been or are proposed to be denied, reduced, suspended or terminated, the affected practitioner shall be afforded a fair hearing and review conducted in accordance with the hearing and appeal provisions of the Medical Staff bylaws.

(d) Liaison among the Board, Administration, the Medical Staff and the Allied Health Professional Staff shall be accomplished as determined by the Board of Directors from time to time.

Section 2. Medical Care and Evaluation.

(a) The Medical Staff shall be responsible to the Board of Directors for providing appropriate professional care to patients and for overseeing the quality of care, treatment and services delivered by the Medical Staff and the Allied Health Professional Staff, evaluating the competency of practitioners, delineating the privileges of members of the Medical Staff and the Allied Health Professional Staff, and providing leadership in performance improvement activities of the Corporation.

(b) The Board of Directors, in the exercise of its responsibility to establish, maintain and support an ongoing performance improvement program, shall delegate to the Medical Staff initial authority for assuring appropriate professional care by members of the Medical Staff to patients. The Medical Staff shall discharge this responsibility through a continuing review, analysis, and appraisal of the quality of care provided by members of the Medical Staff and the Allied Health Professional Staff and an appropriate response to findings. Such performance improvement activities shall be regularly reported, together with their results and recommended responses, to the Board of Directors.

(c) The Medical Staff and the Allied Health Professional Staff shall maintain adequate and accurate medical records for all patients.

(d) The Medical Staff shall make recommendations to the Board of Directors concerning:

(i) Appointments, re-appointments and alterations to Medical Staff and Allied Health Professional Staff status;

(ii) Granting, revocation and alteration of privileges;

(iii) Corrective and disciplinary actions;

(iv) All matters relating to professional competency; and

(v) Such specific matters as may be referred to it by the Board of Directors.

Section 3. Medical Staff Bylaws.

(a) There shall be Bylaws, Rules and Regulations for the Medical Staff setting forth its organization and government. Proposed Medical Staff bylaws, rules and regulations shall be recommended and approved by the Medical Staff and shall become effective only upon their approval by the Board of Directors, which approval shall not be unreasonably withheld.

(b) The Medical Staff Bylaws shall include procedures for:

(i) written, well-defined criteria for appointment, precluding the possibility of discrimination according to color, national origin, race, creed, sex or age;

(ii) appointment, reappointment, delineation of privileges, curtailment and revocation of privileges;

(iii) an appeals mechanism for review of decisions to deny, curtail or revoke privileges;

(iv) a performance improvement program by which patient care is regularly evaluated and verification of this evaluation and of responsive actions taken is provided to the Board of Directors;

(v) attestation by signature of each practitioner that he or she will abide by the Medical Staff Bylaws, Rules and Regulations and the policies of the Corporation and Health System;

(vi) communication between the Board of Directors and the Medical Staff through the Executive Committee of the Medical Staff;

(vii) requiring that only a licensed practitioner with clinical privileges shall be directly responsible for a patient's diagnosis and treatment within the area of such practitioner's privileges; each patient's general medical condition shall be the responsibility of a physician member of the Medical Staff; each patient admitted shall receive a baseline history and physical examination by a physician or other licensee who has the requisite privileges; a physician member of the Medical Staff shall be responsible for the care of any medical problems that may be present at the time of admission or that may arise during hospitalization;

(viii) the selection and appointment of officers of the Medical Staff and of Medical Staff department chairpersons, all of whom shall be subject to approval of the Board of Directors;

(ix) restricting membership in the Medical Staff to physicians, dentists, podiatrists and, when authorized, clinical psychologists, and membership in the Allied Health Professional Staff to licensed independent practitioners in categories approved for privileges

who are competent in their respective fields, worthy in character and in professional ethics; and

(x) maintaining self-government by the Medical, Staff with respect to the professional work performed at the Corporation and periodic meetings of the Medical Staff to review and analyze clinical experience at regular intervals, with patient medical records as the basis for such review and analysis.

(c) The Medical Staff Bylaws shall provide that:

(i) there shall be no discrimination with respect to Medical Staff privileges or the provision of professional services against a licensed physician on the basis of whether that physician holds an M.D. or a D.O. degree; and

(ii) whenever staffing requirements for a service mandate that the physician responsible for the service be certified or eligible for certification by an appropriate American Medical board, such position may be filled by an osteopathic physician who is certified or eligible for certification by the equivalent appropriate American osteopathic board.

Section 4. Medico-Administrative Personnel. Except as specified in written requirements for such positions, physicians and specified professional personnel engaged by this Corporation either full time or part time as employees or independent contractors in any medico-administrative positions, shall not be required to maintain membership on the Medical Staff Members of the Medical Staff in medico-administrative positions may be terminated from their contractual relationship with this Corporation according to corporate policy or according to the terms of their contracts.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Voting Interests. Subject to the limitations of Article VI, Section 2 of these Bylaws (Reserved Powers of the Corporate Member), the Corporation may vote any and all shares or other voting securities held by it in any other corporation or other entity and may exercise any and all membership rights held by it in any other corporation. Such action shall be undertaken or evidenced on behalf of this Corporation by such officer, agent or proxy as the Board of Directors may appoint or, in the absence of any such appointment, by the Chairperson of the Board or by an officer who is also a Director and, in such case, such person may likewise appoint a proxy to vote such securities.

Section 2. Checks, Drafts, Etc. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to this Corporation and any and all securities owned or held by this Corporation requiring signature for

transfer shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by the Board of Directors.

Section 3. Execution of Contracts. Except as otherwise provided in these Bylaws, and subject to the System Authority Matrix, the Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute any instrument in the name of and on behalf of this Corporation and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind this Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

Section 4. Inspection of Corporate Records. The accounting books and records of this Corporation, the minutes of proceedings of this Corporation's Board of Directors and Committees, and the minutes of proceedings of the Corporate Member acting in its capacity as member of this Corporation shall be open to inspection upon the written request by the Corporate Member or any Director at any reasonable time and for any purpose reasonably related to the interests of the Corporate Member, or the Director, as applicable. Such inspection may be made in person or by an agent or attorney.

Section 5. Annual Report. The Board of Directors shall cause an annual report to be sent to each Director of this Corporation and to the Corporate Member, no later than one hundred twenty (120) days after the close of this Corporation's fiscal or calendar year. Such annual report shall be prepared in conformity with requirements of the California Nonprofit Corporation Law.

Section 6. Fiscal Year. The fiscal year of this Corporation shall begin on the first day of July each year and end on June 30th of the following year.

Section 7. Review of Bylaws. At least once every two (2) years, the Board of Directors shall review, or delegate to an appropriate committee the review of, these Bylaws and recommend revisions to the Corporate Member as necessary to assure their compliance with all relevant requirements for licensure and accreditation of the health care facilities of the Corporation by state agencies and The Joint Commission, respectively.

Section 8. Financial Statements Must Be Made Available. If the Corporation prepares an audited financial statement, such audited financial statement shall be made available for inspection by the California Attorney General and by all members of the public no later than nine months after the close of the relevant fiscal year in the same manner as the Corporation's Internal Revenue Service Form 990. Each annual financial statement shall be made available to the public for three years.

Section 9. Executive Compensation Review and Approval. The Board, or any authorized Committee of the Board, shall review and approve the compensation, including benefits, of the President and CEO and the CFO to ensure that each such officer's compensation is just and reasonable. Such review and approval shall occur when the officer is initially hired, whenever the officer's term of employment is renewed or extended, and when the officer's compensation is modified, unless such modification applies to substantially all employees.

ARTICLE XII

INDEMNIFICATION AND INSURANCE

Section 1. Indemnification. To the full extent permitted by law and in the manner provided by law, this Corporation may, and if the law requires it shall, indemnify against liability and hold harmless any person who was or is a party to or is threatened to be a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a Director, officer, employee or other agent of this Corporation when serving in an official capacity on behalf of this Corporation, or is or was serving at the request of this Corporation as a member, director, officer, employee or other agent of another corporation, domestic or foreign, nonprofit or for-profit, partnership, joint venture, trust or other enterprise. The foregoing rights of indemnification shall not be deemed to be exclusive of any other rights to which such person may be entitled under applicable law, and shall continue as to a person who has ceased to be a Director, officer, employee, or other agent of this Corporation and shall inure to the benefit of the estate, executors, administrators, heirs, legatees or devisees of any such person to the extent such action, suit or proceeding survives the death of such person.

Section 2. Payment of Expenses. This Corporation may pay expenses, including attorney's fees, incurred in defending any action, suit or proceeding referred to in this Article in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case and as permitted by law.

Section 3. Insurance. This Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or other agent of this Corporation when serving in an official capacity on behalf of this Corporation, or is or was serving at the request of this Corporation as a member, director, officer, employee or other agent of another corporation, domestic or foreign, nonprofit or for-profit, partnership, joint venture, trust or other enterprise, against any claim or liability asserted against such person and incurred in any such capacity, or arising out of such person's status as such, whether or not this Corporation would be required or would have the power to indemnify such person against such liability under this Article or otherwise.

ARTICLE XIII

MAINTAINING A UNIFIED HEALTH SYSTEM

Section 1. Generally. In order to ensure the relationships between organizations in the Health System that are necessary to maintain a unified system, this Corporation, in accordance with policies established by the Corporate Member, shall require that the governing document or documents of any entity of which this Corporation is the sole member or controlling organization contain the following:

(a) Provisions that reserve to this Corporation the powers over such entity as may be required by applicable Health System policies;

(b) Provisions that reserve to such entity powers over organizations it controls, as may be required by applicable Health System policies; and

(c) Provisions that require such entity to require that the governing document or documents of organizations it controls contain a provision that reserves to this Corporation, to the Corporate Member of this Corporation or to such entity, as the case may be, the powers set forth in these Bylaws, the governing document or documents of such entity or applicable Health System policies. The term "governing document or documents" is used in this Article as a generic term to describe the organizational documents by which an entity is legally formed in a particular state and includes, but is not limited to, articles of incorporation, bylaws, governing resolutions, articles of partnership, joint venture agreements, operating agreements and any other document that creates or governs the organization or entity.

Section 2. Exercise of Reserved Powers. All action by this Corporation as the sole member or controlling person of an Affiliate shall be taken by this Corporation's Board of Directors.

ARTICLE XIV

GENDER AND NUMBER

Words used herein regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

ARTICLE XV

AMENDMENTS

These Bylaws or any part thereof may be amended or repealed or new Bylaws may be adopted by the affirmative vote of the Corporate Member.

#14

Title 11, California Code of Regulations, § 999.5(d)(4)(B)

Applicants' plan for use of the net proceeds after the close of the proposed transaction together with a statement explaining how the proposed plan is as consistent as possible with existing charitable purposes and complies with all applicable charitable trusts that govern use of Applicants' assets

The sole member of each Applicant is VHS. VHS is also the sole member of St. Vincent Medical Center Foundation, St. Francis Medical Center Foundation, and Seton Medical Center Foundation (collectively, the "Foundations"). The Foundations are not part of this application. VHS expects to work collaboratively with the Attorney General's Office to determine the appropriate disposition of the Foundations separately.

The net proceeds from the sale of the Applicants' assets will be used to pay administrative costs related to the Bankruptcy Cases and creditors in the priority scheme set forth in the Bankruptcy Code (i.e., secured creditors, priority unsecured creditors, and general unsecured creditors). After the closing of the sale, VHS and its affiliated entities will seek confirmation of a plan of liquidation to be confirmed pursuant to Section 1129 of the Bankruptcy Code, as approved by the Bankruptcy Court (the "Plan"). As part of the Plan, the Applicant corporations will be dissolved.

VHS does not intend to change the articles of incorporation or bylaws of the Applicants and none are expected to be required as part of the Plan.

Title 11, California Code of Regulations, § 999.5(d)(5)

IMPACTS ON HEALTH CARE SERVICES

#15

Title 11, California Code of Regulations, § 999.5(d)(5)(A)

A copy of the two most recent "community needs assessments" prepared by applicant for health facilities that are the subject of the agreement or transaction

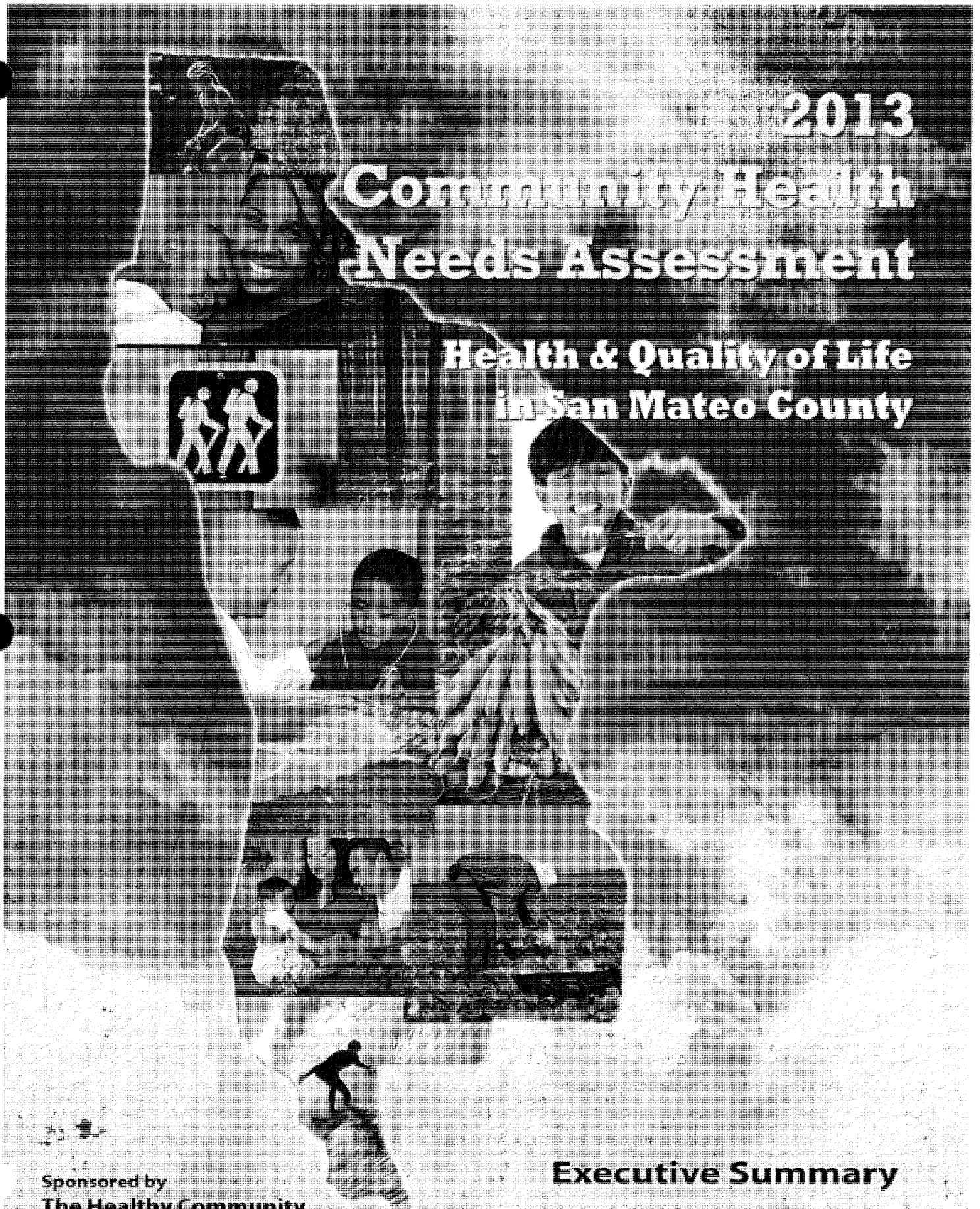
1. Attached to this Section 999.5(d)(5)(A) as **Exhibit 1** are the Seton Medical Center Community Needs Assessments for Fiscal Years 2013 and 2016.

2. Attached to this Section 999.5(d)(5)(A) as **Exhibit 2** are the St. Francis Medical Center Community Needs Assessments for Fiscal Years 2013 and 2016.

3. Attached to this Section 999.5(d)(5)(A) as **Exhibit 3** are the St. Vincent Medical Center Community Needs Assessments for Fiscal Years 2013 and 2016.

Title 11, California Code of Regulations, § 999.5(d)(5)(A)

Exhibit 1



2013 Community Health Needs Assessment

Health & Quality of Life in San Mateo County

Executive Summary

Sponsored by
The Healthy Community
Collaborative of San Mateo County

Winter 2013

We are pleased to deliver the seventh Community Health Needs Assessment of the San Mateo County Community. The main objective of this report is to gain insight into current conditions and trends of various health indicators and to identify areas for improvement. The data provides a lens through which the overall health and well-being of county residents can be assessed. It is our hope that the identified findings, opportunities and challenges found in this report will serve as a planning tool for key stakeholders to make data-driven policy recommendations that can efficiently and effectively meet the needs of county residents. In addition, key stakeholders need to continue to inspire new programs and services that focus on the most critical health care needs of our diverse population, and improve the health and quality of life in San Mateo County.

The assessment highlights that in many areas San Mateo County residents are healthier than in many other places. However, the data also demonstrates that preventable diseases are on the rise and so we must do more to prevent these diseases from occurring in the first place. It also shows that health is not distributed evenly across the population and there are many communities that still do not experience good health and a high quality of life. This is why most indicators are reported on by race/ethnicity, income, gender and in some cases, age as well as region of the county. We hope that this report can be used by the community to build on its strengths and focus on ongoing efforts on the key health problems experienced by people living here.

Many of the health issues presented here are complex and interrelated, and require changes in public policy, the environment and the health care system. We strongly encourage every resident to get involved in their community to make sure that every policy decision prioritizes health. We must work across all sectors to make the healthy choice the easy choice for everyone in San Mateo County.

A copy of the executive summary and the complete report with detailed statistical findings and analysis is available at various websites, including:

www.smchealth.org

www.plsinfo.org/healthysmc

www.hospitalconsort.org

Sincerely,

The Healthy Community Collaborative of San Mateo County

ACKNOWLEDGEMENTS

Healthy Community Collaborative Members and Partners 2013

The needs assessment could not have been completed without their collaborative efforts, tremendous input, many hours of dedication from our members, and financial support from our members and community partners. We wish to acknowledge the following organizations and their representative's contributions by promoting the health and well-being of San Mateo County.

- **Sequoia Hospital**
  Marie Violet, Co-Chair, Healthy Community Collaborative
  Director, Health and Wellness Services
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- **San Mateo County Health Department**
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- **Health Plan of San Mateo**
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- **Hospital Consortium of San Mateo County**
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- **Kaiser Permanente, San Mateo Area**
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- **Lucile Packard Children's Hospital at Stanford**
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  Colleen Haesloop, Project Manager, Community Partnerships
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- **Mills-Peninsula Health Services**
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- **Peninsula Health Care District**
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- **San Mateo County Health Department**
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- **San Mateo County Human Services Agency**
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  William Harven, Management Analyst, Policy, Planning and Quality Management, Human Services Agency
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- **San Mateo Medical Center**
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- **Seton Medical Center**
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- **Silicon Valley Community Foundation**
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- **Stanford Hospital & Clinics**
  Sharon Keating-Beauregard, Executive Director Community Partnership Program
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SCOPE OF THIS ASSESSMENT

About the Assessment Effort

The Healthy Community Collaborative of San Mateo County is a group of San Mateo County organizations formed in 1995 for the purpose of identifying and addressing the health needs of the community. As in 1995, 1998, 2001, 2004, 2008 and 2011, the Collaborative has come together once again to conduct a community needs assessment of San Mateo County as a follow-up to these earlier studies and to continue to address and serve the health needs of the community based on longitudinal data and trends. In addition, the Hospital Consortium of San Mateo County, which includes the leadership of the local hospital and the local Health System (Department), provides direction to the Collaborative regarding county-wide priority health initiatives.

Note that for the purposes of this assessment, "community health" is not limited to traditional health measures. This definition includes indicators relating to the quality of life (e.g., affordable housing, child care, education and employment), environmental and social factors that influence health, as well as the physical health of the county's residents. This reflects the Collaborative's view that community health is affected by many factors and cannot be adequately understood without consideration of trends outside the realm of health care.

The **2013 Community Health Needs Assessment: Health & Quality of Life in San Mateo County** is designed to serve as a tool for guiding policy and planning efforts, and the information provided here should be used to formulate strategies to improve the quality of life for San Mateo County residents. For participating not-for-profit hospitals, this assessment will also serve to assist in developing Community Benefit Plans pursuant to California Senate Bill 697, as well as assist in meeting IRS requirements for Community Health Needs Assessment pursuant to the Patient Protection and Affordable Care Act of 2010.

In conducting this assessment, the goals of the Healthy Community Collaborative are twofold:

- To produce a functional, comprehensive community needs assessment that can be used for strategic planning of community programs and as a guideline for policy and advocacy efforts; and
- To promote collaborative efforts in the community and develop collaborative projects based on the data, community input, identified service gaps, and group consensus.

As with prior community assessment efforts, it is anticipated that we will be able to identify not only what problems need to be addressed, but also the strengths of San Mateo County. This assessment builds on previous research conducted to this end.

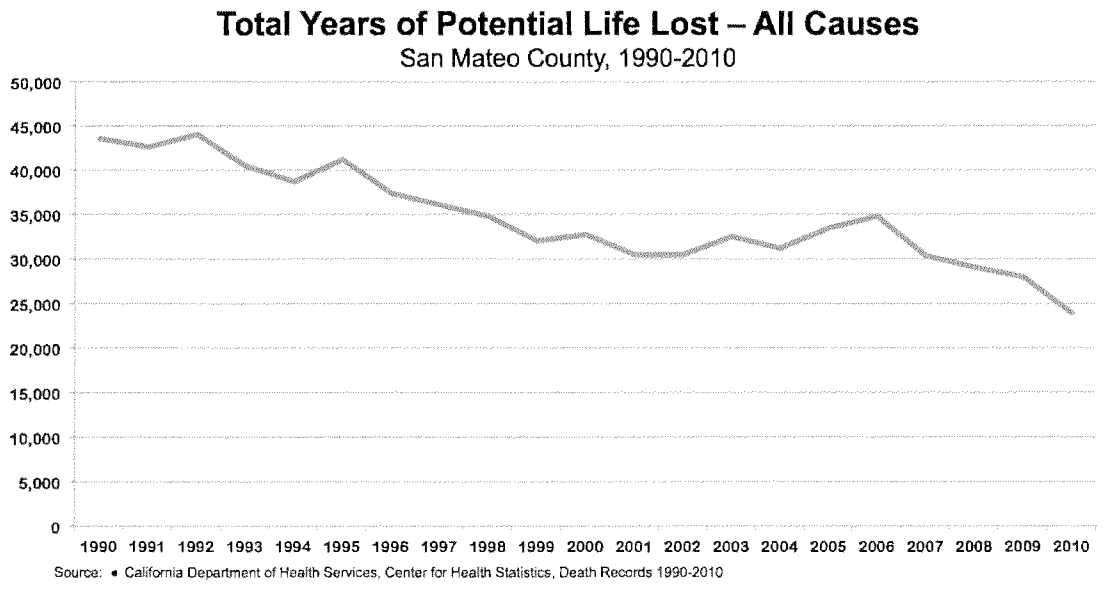
ABOUT THIS SUMMARY

This report brings together a wide array of community health and quality of life indicators in San Mateo County gathered from both primary and secondary data sources. As with previous assessments, this project was conducted by Professional Research Consultants, Inc. (PRC) on behalf of the Healthy Community Collaborative of San Mateo County. In addition, for this report secondary data collection, analysis and integration was conducted by Donovan Jones, Independent Consultant.
This summary, as well as the full report are available at various public and health libraries. These can also be downloaded on the Internet at www.smchealth.org or www.plsinfo.org/healthysmc or www.hospitalconsort.org.

EXECUTIVE SUMMARY

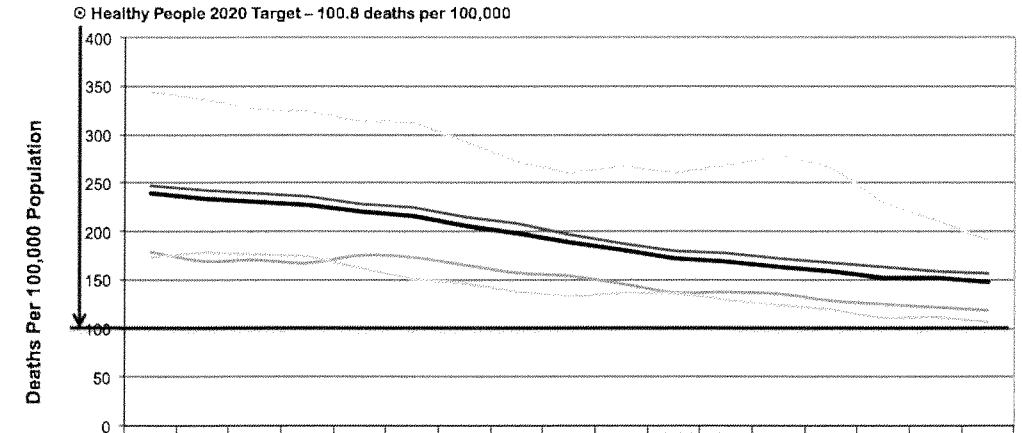
Key Finding #1 - On the whole, San Mateo County is doing very well, having taken advantage of several key assets including location, economic policies, support for education at all levels, and support for diversity.

- **Years of Potential Life Lost (YPLL) have decreased dramatically.** The total number of YPLL for all causes has declined from 43,674 in 1990 to 23,914 in 2010 in San Mateo County.



Heart Disease Mortality by Race/Ethnicity

5-Year Moving Averages, San Mateo County, 1990-2010



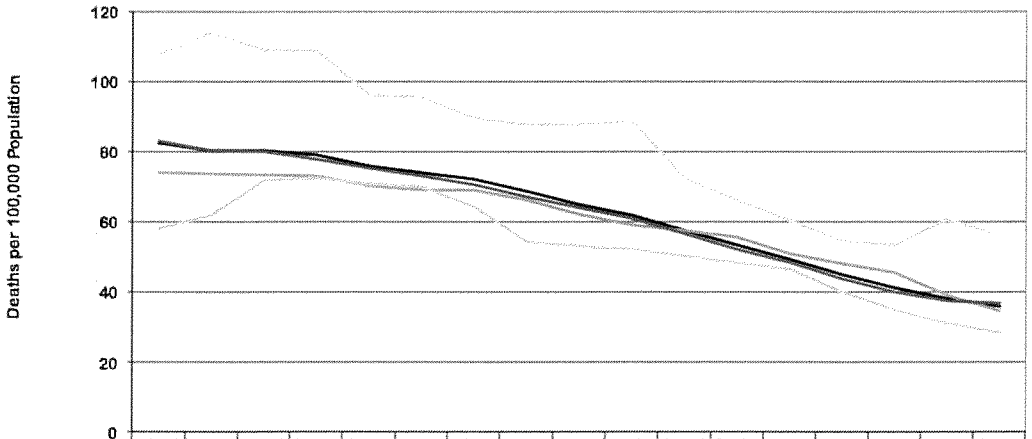
	90-94	91-95	92-96	93-97	94-98	95-99	96-00	97-01	98-02	99-03	00-04	01-05	02-06	03-07	04-08	05-09	06-10
All Races	239.3	233.7	230.1	227.2	219.8	215.5	205.9	197.9	188.5	180.7	172.2	168.8	163.6	158.4	152.1	151.8	147.8
Asian	179.5	169.5	170.5	167.5	175.4	173.4	165.3	157.2	153.9	146	137.2	137.5	135.7	128.8	125.2	121.9	118.8
Black	343.7	336.3	326.5	324.2	313.8	313.2	292.7	271.3	260.3	267.4	260.5	268.6	280	266.4	229.7	211.5	191.2
Hispanic	173.3	179.2	176.5	174.4	162.6	151.1	146.2	137.5	132.8	136.8	136.4	129.7	123.9	119.2	110.3	112.3	106.8
White	247	242.4	238.8	236.2	227.9	224.3	214.4	207.5	197.1	188.2	179.9	177.5	172	167.9	162.8	159.3	156.2

Source: • California Department of Health Services, Center for Health Statistics, Death Records 1990-2010
Notes: • Rates and age-adjusted and standardized to Year 2000 population; 1990-1998 numbers and rates have been adjusted to comparability ratio 0.9981

- **Heart disease and cerebrovascular disease mortality have decreased dramatically.** The heart disease mortality rates distribution by gender and racial/ethnic groups mirrored the overall mortality rate. The heart disease mortality rates for Blacks decreased from 343.7 from 1990-1994 to 191.2 during 2006-2010, and the rates for Whites decreased from 247.0 in 1990-1994 to 156.2 during 2006-2010. The rate for Asians (118.8) and Hispanics (106.8) remained significantly lower than the rate for Black and Whites during 2006-2010. During 2006-2010, the San Mateo County cerebrovascular disease mortality rate of 35.9 achieved the Healthy People 2020 target of 33.8. The local overall rate has decreased from 82.4 during 1990-1994 to 35.9 during 2006-2010. The rate of cerebrovascular disease mortality among Blacks declined from 107.6 during 1990-1994 to 56.4 during 2006-2010 and should meet the Healthy People target in the next few years.

Cerebrovascular Disease Mortality by Race/Ethnicity

5-Year Moving Averages, San Mateo County, 1990-2010



	90-94	91-95	92-96	93-97	94-98	95-99	96-00	97-01	98-02	99-03	00-04	01-05	02-06	03-07	04-08	05-09	06-10
All Races	82.4	80.1	80.3	78.9	76	73.9	72.2	68.6	64.9	61.7	57.4	53.5	49.4	44.9	41.3	38.1	35.9
Asian	74	73.7	73.4	73.2	70.2	68.9	69.1	66.3	62.3	59	57.5	55.5	50.8	48	45.6	39.0	34.5
Black	107.6	114	109.1	108.6	96.1	95.5	89.6	87.6	87.6	88.6	72.4	66.2	60.3	54.8	53.5	60.7	56.4
Hispanic	58.2	61.8	71.8	72.3	70.8	70.1	64.2	54.3	53.2	52.1	50.2	48.5	46.5	40	35	31.3	28.5
White	83.1	80.3	79.9	77.9	75.4	73	70.5	67.1	64	61	56.4	52.2	48.4	43.8	40.1	37.5	36.8

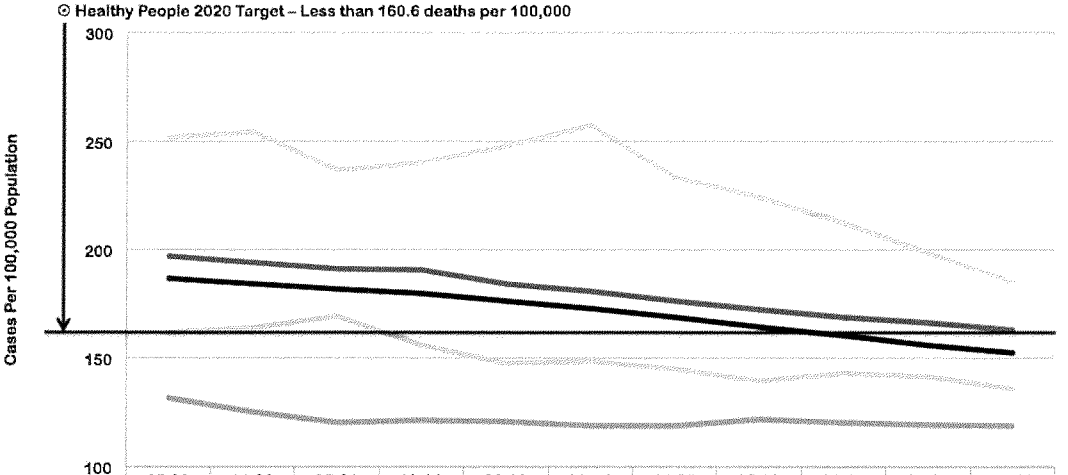
Source: • California Department of Health Services, Center for Health Statistics, Death Records 1990-2010
Notes: • Rates and age-adjusted and standardized to Year 2000 population; 1990-1998 numbers and rates have been adjusted to comparability ratio 1.0588

- **Cancer Mortality is Decreasing.** Overall cancer mortality rates in San Mateo County declined from 1990-1994 to 2005-2009. Since 1990-1994, cancer mortality was highest in the Black population, followed by the White population. Cancer mortality rates remain lowest in the Hispanic and Asian population.

Cancer Mortality by Race/Ethnicity (All Cancer Sites)

5-Year Moving Averages, San Mateo County, 1995-2009

⊙ Healthy People 2020 Target – Less than 160.6 deaths per 100,000

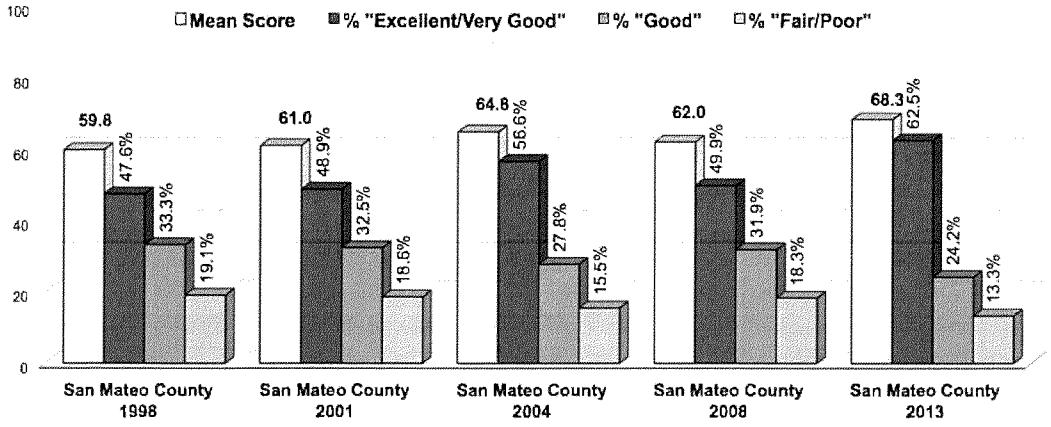


	95-99	96-00	97-01	98-02	99-03	00-04	01-05	02-06	03-07	04-08	05-09
All Races	186.6	184.1	181.7	179.8	176.2	172.7	168.9	164.6	160.4	156.1	152.5
Asian	131.9	125.5	120.2	121.4	120.8	119	119.1	121.8	120.4	119.3	118.7
Black	252.4	254.7	237.3	240.7	248.4	257.8	233.7	224.5	212.7	198.9	185.2
Hispanic	161.9	163.8	169.2	156.2	147.8	148.4	145.4	139.7	143.4	141.7	135.96
White	197.1	194.1	191.2	190.5	184.2	180.6	176.5	172.6	168.7	166.6	163.1

Source: • Surveillance, Epidemiology, and End Results (SEER) Programs (www.seer.cancer.gov) SEER *Stat Database: Incidence - SEER 13 Regs Research Data, Nov 2009 and California Cancer Registry. (2012). Cancer Mortality/Mortality Rates in California. http://www.cancer-rates.info/ca

- **Racial and cultural tolerance is increasing even among minorities.** In 2013, 62.5% of San Mateo County respondents rate community tolerance for people of different races and cultures as "excellent" or "very good" (*higher* than previous findings).

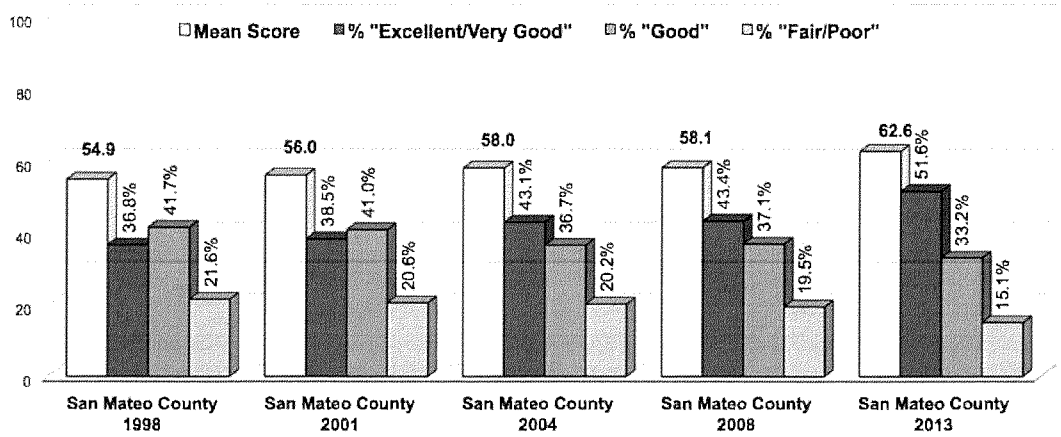
Ratings of Racial/Cultural Tolerance



Source: • 1998/2001/2004/2008/2013 San Mateo County Health and Quality of Life Surveys, Professional Research Consultants, Inc.
Notes: • Asked of all respondents.
• Mean scores are calculated on a scale where "excellent"=100, "very good"=75, "good"=50, "fair"=25 and "poor"=0.

- **Tolerance of others towards different viewpoints and lifestyles are consistently improving.** A total of 51.6% this year rate lifestyle tolerance as "excellent/very good" (*significantly better* than reported in years past), compared to 15.1% who rate this as "fair/poor" this year.

Ratings of Lifestyle/Viewpoint Tolerance

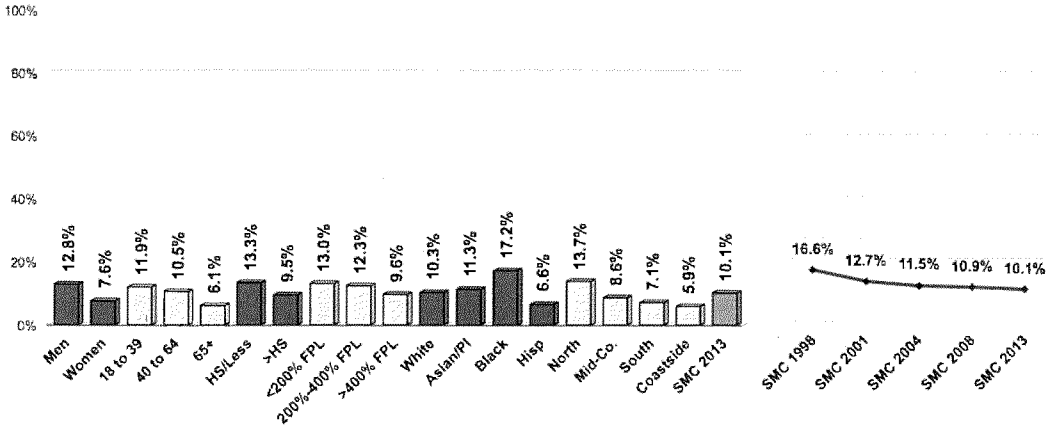


Source: • 1998/2001/2004/2008/2013 San Mateo County Health and Quality of Life Surveys, Professional Research Consultants, Inc.
Notes: • Asked of all respondents.
• Mean scores are calculated on a scale where "excellent"=100, "very good"=75, "good"=50, "fair"=25 and "poor"=0.

- **Smoking rates are at an all time low in San Mateo County.** A total of 10.1% of San Mateo County respondents are classified as "current" smokers (meaning that they have smoked at least 100 cigarettes in their lifetime, and they currently smoke). This is significantly lower than 1998 and 2001 findings but statistically similar to 2004 and 2008 results. However, smoking prevalence remains comparatively higher in certain populations, including: men (12.8%), adults under 65 (>10%), Blacks (17.2%) and respondents living in the North County area (13.7%).

Current Smokers

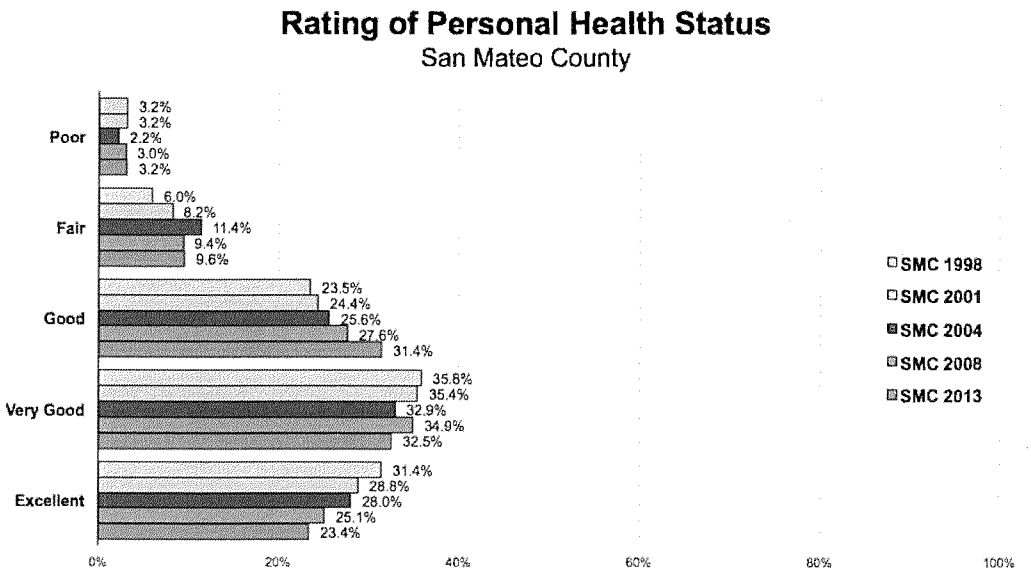
San Mateo County, 2013



Sources: • 1998/2001/2004/2008/2013 PRC Community Health & Quality of Life Surveys, Professional Research Consultants, Inc.
Notes: • Asked of all respondents.
• Includes regular and occasional smokers (everyday and some days).
• Hispanics can be of any race. Other race categories are non-Hispanic categorizations (e.g., "White" reflects non-Hispanic White respondents).
• Income categories reflect respondent's household income as a ratio to the federal poverty level (FPL) for their household size.

Key Finding #2 – There seems to be a mismatch between perception and reality. We're better off than most people think. Most objective measures of health are improving and while there are areas where improvement is needed, this mismatch creates unnecessary anxiety.

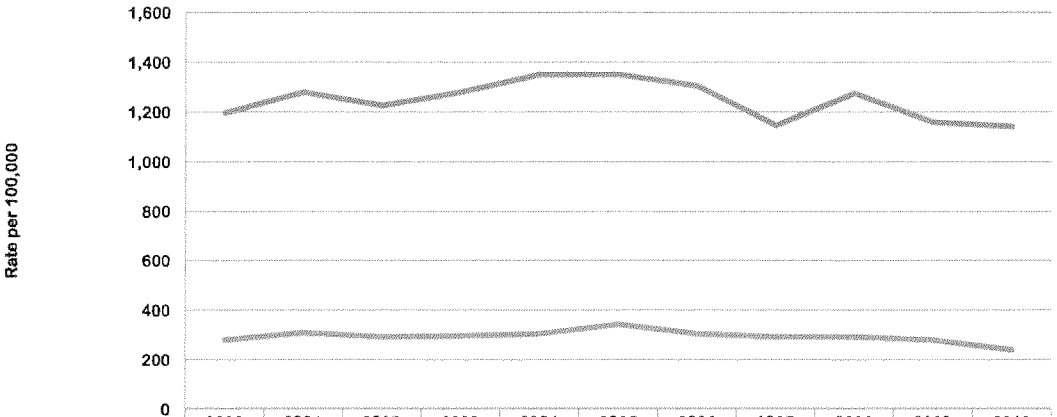
- **There has been a steady decrease in overall health rating for the county over time, although the county is objectively healthier.** More than one-half (55.9%) of San Mateo County survey respondents reports their general health as "excellent" (23.4%) or "very good" (32.5%). Another 31.4% report that their general health status is "good." However, 12.8% of surveyed adults report their general health status as "fair" or "poor."



Source: • 1998/2001/2004/2008/2013 San Mateo County Health and Quality of Life Surveys, Professional Research Consultants, Inc.
Notes: • Asked of all respondents.

- **Property crimes and violent crimes are down.** Following a high in 2005 in both property crimes and violent crimes, crime rates in both areas were lower in 2010.

Trend in Crime Rates
San Mateo County, 2000-2010

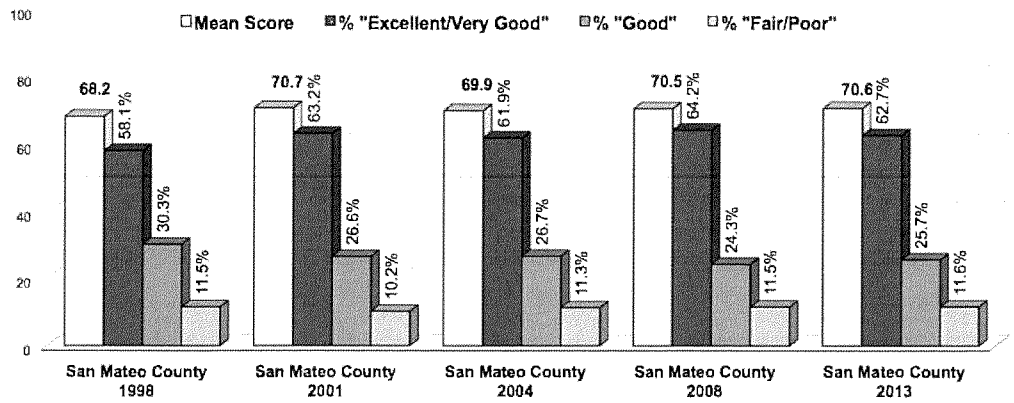


	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
Violent Crimes	277.3	308.6	291.8	294.8	300.8	339.2	300.9	289.9	291.9	276.1	237.2
Property Crimes	1,196.3	1,277.3	1,223.7	1,278.9	1,347.3	1,350.7	1,303.0	1,146.6	1,274.8	1,156.3	1,138.9

Source: • State of California, Department of Justice, 2012

- **Ratings of neighborhood safety are stable, but perceptions of crime getting worse have increased.** 62.7% of San Mateo County residents expressed "excellent" or "very good" responses, better than the baseline 1998 findings (and similar to all other years). "Fair/poor" comments continue to place just over 11%.

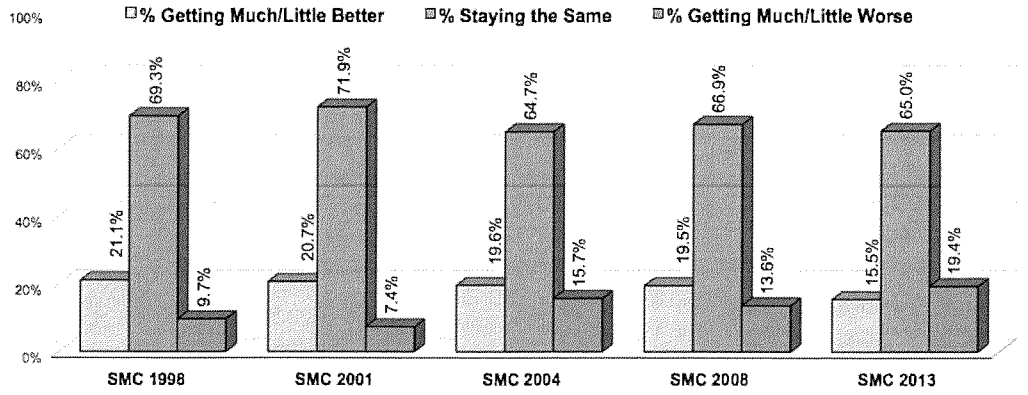
Community Evaluations of Neighborhood Safety
San Mateo County



Source: • 1998/2001/2004/2008/2013 San Mateo County Health and Quality of Life Surveys, Professional Research Consultants, Inc.
Notes: • Asked of all respondents.
• Mean scores are calculated on a scale where "excellent"=100, "very good"=75, "good"=50, "fair"=25 and "poor"=0.

- Most surveyed adults in 2013 (65.0%) believe the problem of crime has stayed about the same in their neighborhood over the past year or two. In contrast, 19.4% believe the situation has gotten worse, *significantly higher* than previous survey findings in San Mateo County.

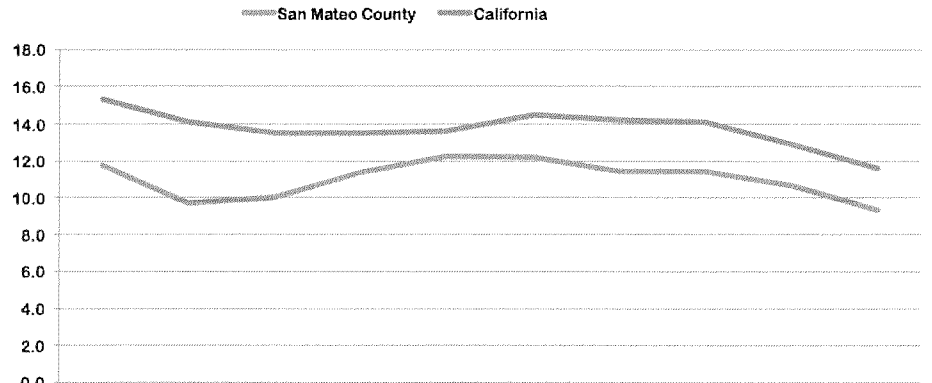
Perceptions of Neighborhood Crime Over the Past 2 Years
San Mateo County, 2013



Source: • 1998/2001/2004/2008/2013 San Mateo County Health and Quality of Life Surveys, Professional Research Consultants, Inc.
Notes: • Asked of all respondents.

- **Juvenile crime has dropped and has been fairly stable, but juvenile drug arrests have increased.** Juvenile felony arrests in San Mateo County dropped considerably in the late 1990s; since that time, rates have been fairly stable.

Juvenile Felony Arrests per 1000 Population, Ages 10-17
San Mateo County, 2001-2010

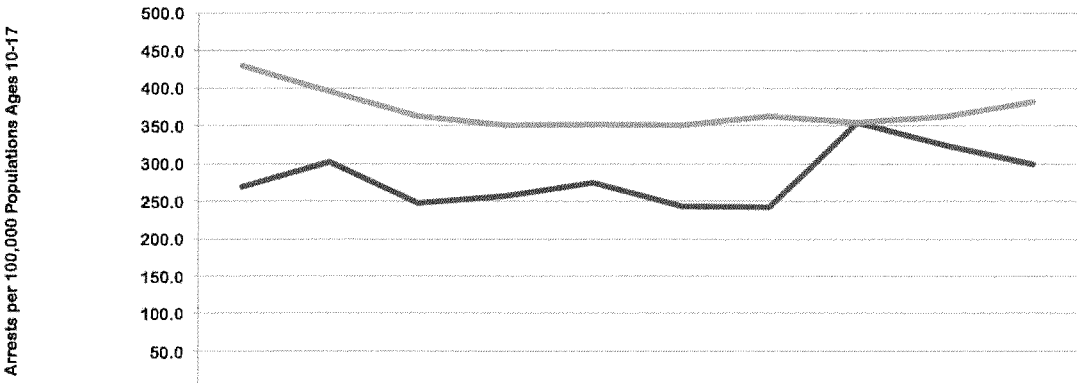


	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
San Mateo County	11.8	9.7	10.0	11.4	12.3	12.2	11.4	11.4	10.7	9.3
California	15.3	14.1	13.5	13.5	13.6	14.5	14.2	14.1	12.9	11.6

Source: • State of California, Department of Justice, 2012.

- San Mateo County juvenile misdemeanor arrests for drug offenses have fluctuated slightly over the past decade.

Juvenile Misdemeanor Drug Arrests per 100,000 Population
Ages 10-17, San Mateo County, 2001-2010



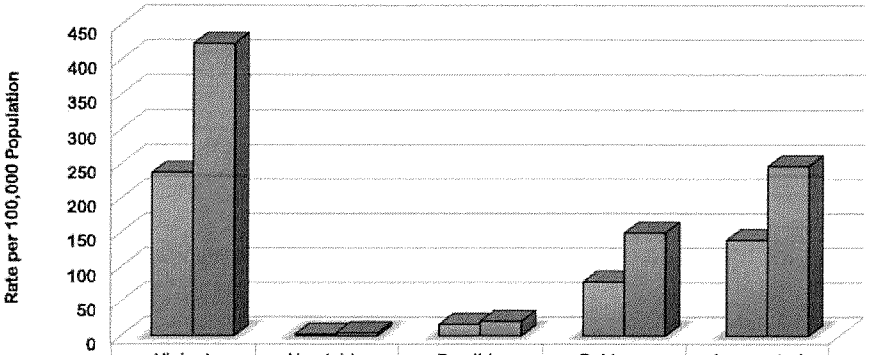
	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
San Mateo County	269.9	301.5	247.9	257.0	274.7	243.8	242.1	354.7	323.5	299.4
California	429.5	395.9	363.1	350.7	351.4	350.7	362.1	354.5	363.1	382.0

Source: • State of California, Department of Justice, 2012.

- **San Mateo County crime rates are well below the statewide rate.** In 2010, the violent crime rate in San Mateo County (237.2 violent crimes per 100,000 population) was well below the statewide rate (422.3). This is also true for individual violent offenses of homicide, forcible rape, robbery and aggravated assault.

Violent Crime Rates per 100,000 Population

San Mateo County, 2010



	Violent Crimes Total	Homicide	Forcible Rape	Robbery	Aggravated Assault
San Mateo County	237.2	2.6	16.9	78.5	139.1
California	422.3	4.7	21.4	149.6	246.5

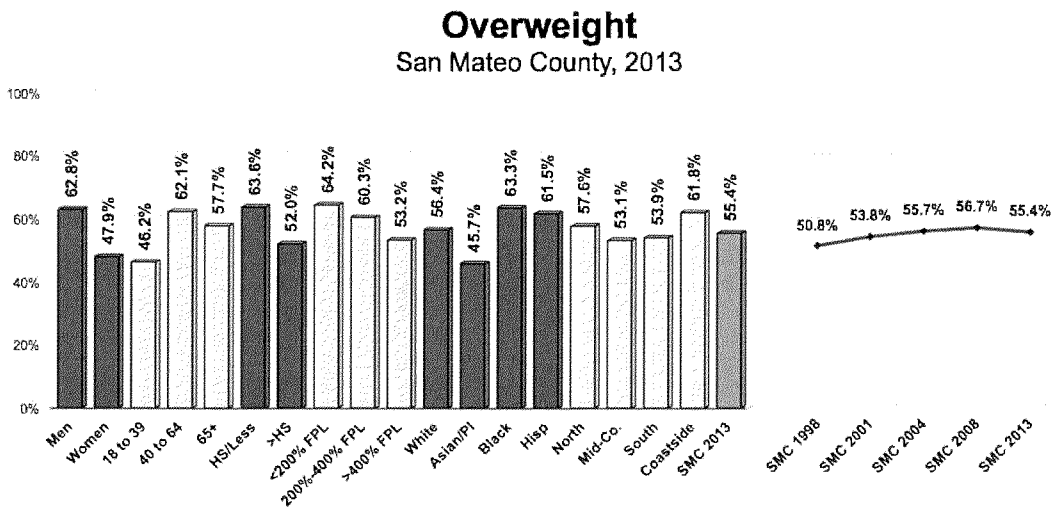
Source: • State of California, Department of Justice, 2012

Key Finding #3 – We live in a geographic area that can be thought of as a "magnet place" that has a self-reinforcing economic and social ecology that concentrates and multiplies innovation, creativity, wealth, and health. This benefits the majority of people, although not everyone. There are large and significant disparities and inequities in our community.

- **Disparities in health outcomes and inequities related to education, access to care, economic power, incarceration and life expectancy are significant. These are noted in the graphs in Key Finding #1 and are found throughout the assessment.**

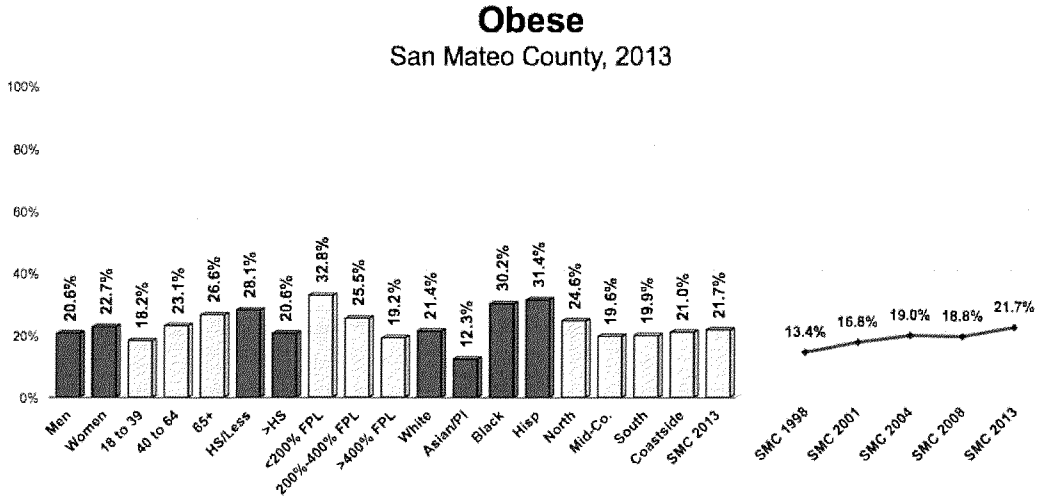
Key Finding #4 – Primary prevention efforts directed towards combating obesity are beginning to show some effect after more than a decade.

- **Overweight has begun to decline, but obesity continues to increase.** Based on reported heights and weights, 55.4% of San Mateo County respondents are overweight. This represents a *statistically significant increase* in overweight prevalence when compared to the 50.8% found in 1998, but is lower than the prevalence in 2008.



Sources: • 1998/2001/2004/2008/2013 PRC Community Health & Quality of Life Surveys, Professional Research Consultants, Inc.
Notes: • Asked of all respondents.
• Hispanics can be of any race. Other race categories are non-Hispanic categorizations (e.g., "White" reflects non-Hispanic White respondents).
• Income categories reflect respondent's household income as a ratio to the federal poverty level (FPL) for their household size.
• Defined as having a Body Mass Index (BMI) greater than or equal to 25.0.

- Additionally, 21.7% of San Mateo County adults were found to be obese, having a body mass index of 30 or higher. This again represents a *significant increase* since 1998 (13.4%). The obesity prevalence increases with age and decreases with education and income levels. The prevalence is highest among Blacks and Hispanics, and is most often reported in the North County region.



Sources: • 1998/2001/2004/2008/2013 PRC Community Health & Quality of Life Surveys, Professional Research Consultants, Inc.
Notes: • Asked of all respondents.
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• Income categories reflect respondent's household income as a ratio to the federal poverty level (FPL) for their household size.
• Defined as having a Body Mass Index (BMI) greater than or equal to 30.0.

Key Finding #5 – The complexity of our modern culture and society is so great that no one understands it as a whole. This makes it very difficult for organizations, public and private, and individuals to prioritize activities and decide which investments to make to improve the population's health. There is no known way to directly tie specific activities or specific interventions to larger trends. The foundational and structural trends (mainly economic and educational) underlying any particular population-based outcome measure are so profound that any individual program only makes a small contribution, which is often unable to be measured. We cannot use return on investment (ROI) or other traditional evaluation measures to relate program activities to larger trends. This does not make parochial programs unimportant and, in fact, the cumulative effect can be profound, especially if they are coordinated with sound policy that promotes cultural and environmental change. This key finding speaks to the need for those making budget decisions to balance investments in health improvement between smaller (program) and larger (policy) efforts and between primary (front-end), secondary, and tertiary (back-end) prevention activities.

- People have a health trajectory that is established at least pre-natally, and most likely back several generations. It is far easier, more effective, and cheaper to intervene earlier in this trajectory than later.

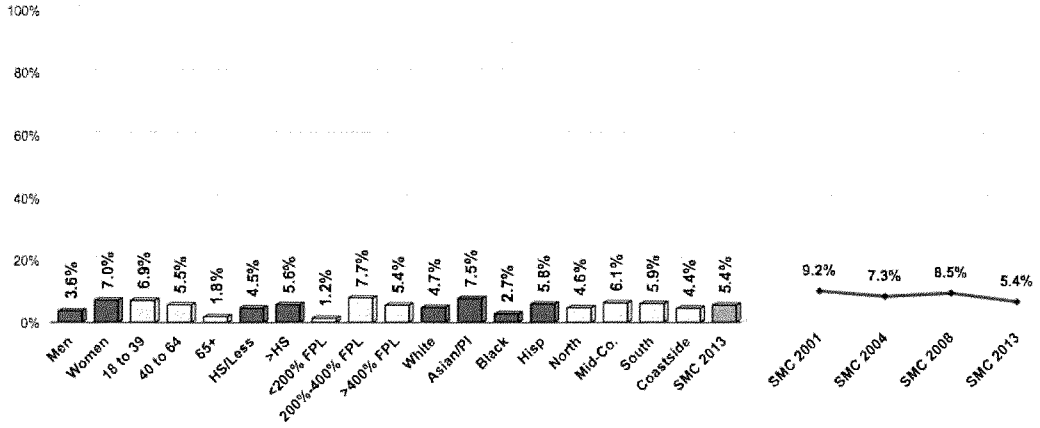
- The levers for improving the health of the population exist in every organization. Encouraging healthy behaviors or discouraging unhealthy behaviors ought to be a matter of all public and private policies. This concept is called "Health in All Policies" and should be widely adopted.

Key Finding #6 – The long and sustained cycle of declining mortality rates is ending and is likely to reverse in the next 5-10, years unless action is taken now. We have completely failed in getting individuals to maintain healthy behaviors. Continued emphasis on individual behavior change is a dead-end street. We need to stop focusing on individual behavior change and move to policies (at work, at school, at home, by government, in the community) that promote health. The three major priorities for policies are to improve consumption of healthy food, increase activity by walking or biking, and improving neighborhood safety. Strong evidence exists that suggests only economic incentives are likely to change a population's behavior. A taxation model, such as an added sugar and carbon tax, is likely the only model sufficient enough to keep our mortality rates declining.

- Only 5.4% of San Mateo County survey respondents report each of four basic health behaviors, a combination which limits cardiovascular and cancer risk (*statistically lower* than 2001 and 2008 findings). Men, seniors, persons with lower income levels, and Black respondents demonstrate the lowest proportions of these healthy behaviors. No significant difference is noted among the five county regions. The prevalence indicates a steady decrease over time, significant from the 2001 findings.

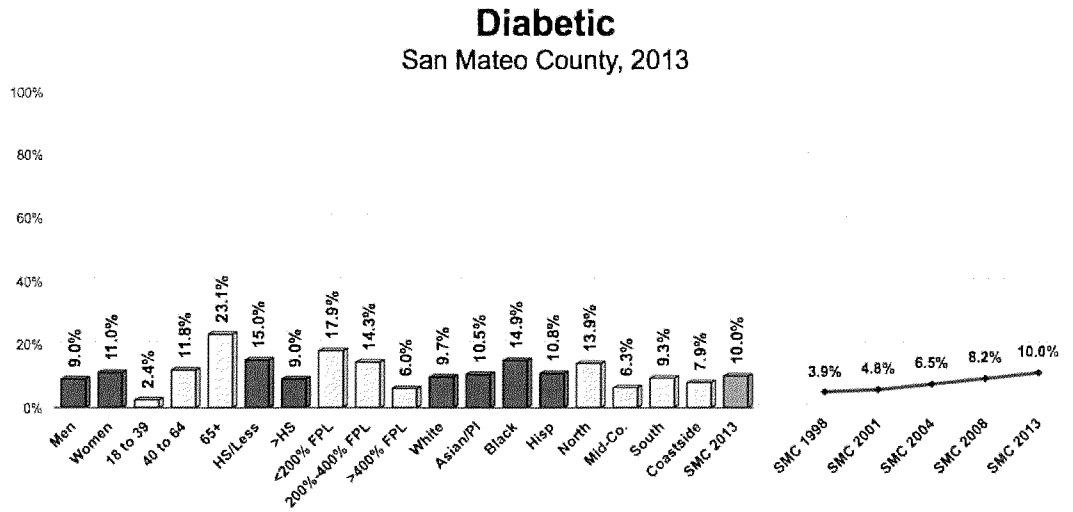
Exhibit Healthy Behaviors

Do Not Smoke, Not Overweight, Exercise Adequately, and Eat Adequate Fruits/Vegetables
San Mateo County, 2013



Sources: • 2001/2004/2008/2013 PRC Community Health & Quality of Life Surveys, Professional Research Consultants, Inc.
Notes: • Asked of all respondents.
• Hispanics can be of any race. Other race categories are non-Hispanic categorizations (e.g., "White" reflects non-Hispanic White respondents).
• Income categories reflect respondent's household income as a ratio to the federal poverty level (FPL) for their household size.
• Includes respondents satisfying ALL of the following criteria: does not smoke cigarettes; is not overweight based on body mass index; exercises at least three times per week for at least 20 minutes; eats five or more servings per day of fruits and/or vegetables.

- **Diabetes is up 2.5 times over the past 10 years. The greatest increases have been in Whites, in females, and in those over 65 years of age.** The 2013 San Mateo County Health & Quality of Life Survey finds that 10.0% of the adult population has diabetes (excluding diabetes experienced only during pregnancy), representing approximately 57,130 San Mateo County adults. This percentage is ***significantly higher*** than the previous levels.

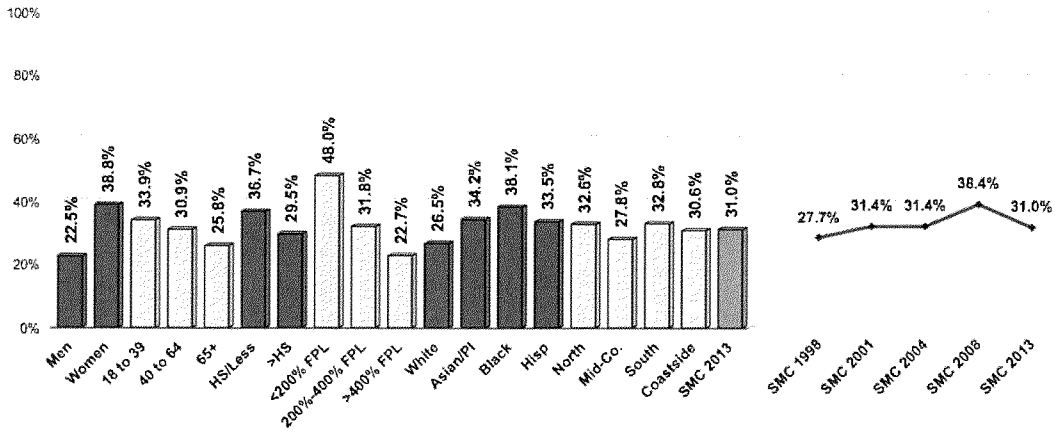


Sources: • 1998/2001/2004/2008/2013 PRC Community Health & Quality of Life Surveys, Professional Research Consultants, Inc.
Notes: • Asked of all respondents.
• Hispanics can be of any race. Other race categories are non-Hispanic categorizations (e.g., "White" reflects non-Hispanic White respondents).
• Income categories reflect respondent's household income as a ratio to the federal poverty level (FPL) for their household size.

- **There has not been a great impact on getting people to eat at least five fruits and vegetable servings per day, despite the fact that access in the county to fruits and vegetables is almost universally reported to be good or excellent. People who are eating fruits and vegetables are eating more, but less people are eating the recommended amounts.** Survey respondents report eating an average of 4.45 servings of fruits (2.23 servings) and vegetables (2.22 servings) per day, below the recommended five daily servings. Only 31.0% eat the recommended level (much *lower* than 2008 findings, but similar to the remaining years' results). Note that men, seniors, residents with higher education or income levels, and Whites report among the lowest fruit/vegetable consumption.

Eat 5+ Servings of Fruits and/or Vegetables per Day

San Mateo County, 2013

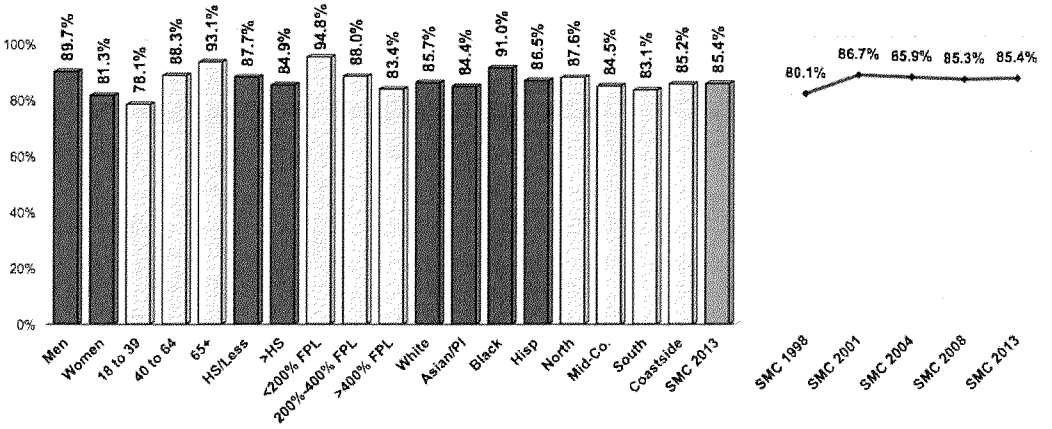


Sources: • 1998/2001/2004/2008/2013 PRC Community Health & Quality of Life Surveys, Professional Research Consultants, Inc.
Notes: • Asked of all respondents.
• Hispanics can be of any race. Other race categories are non-Hispanic categorizations (e.g., "White" reflects non-Hispanic White respondents).
• Income categories reflect respondent's household income as a ratio to the federal poverty level (FPL) for their household size.

- **Risk factors for heart disease are increasing.** A total of 85.4% of San Mateo County adults exhibit at least one cardiovascular risk factor (i.e., smoking, no regular physical activity, high blood pressure, high cholesterol, or being overweight), as revealed in the 2013 San Mateo County Health & Quality of Life Survey. This is similar to 2001, 2004 and 2008 findings, but remains significantly higher than found in 1998. Persons more likely to exhibit cardiovascular risk factors include men; adults aged 40+, those living below the 200% poverty threshold, and Black respondents and residents who live in North County.

Exhibit 1+ Cardiovascular Risk Factors

San Mateo County, 2013



Sources: • 1998/2001/2004/2008/2013 PRC Community Health & Quality of Life Surveys, Professional Research Consultants, Inc.
Notes: • Asked of all respondents.
• Hispanics can be of any race. Other race categories are non-Hispanic categorizations (e.g., "White" reflects non-Hispanic White respondents).
• Income categories reflect respondent's household income as a ratio to the federal poverty level (FPL) for their household size.
• Cardiovascular risk factors include smoking, physical inactivity, high blood pressure, high cholesterol and/or being overweight.

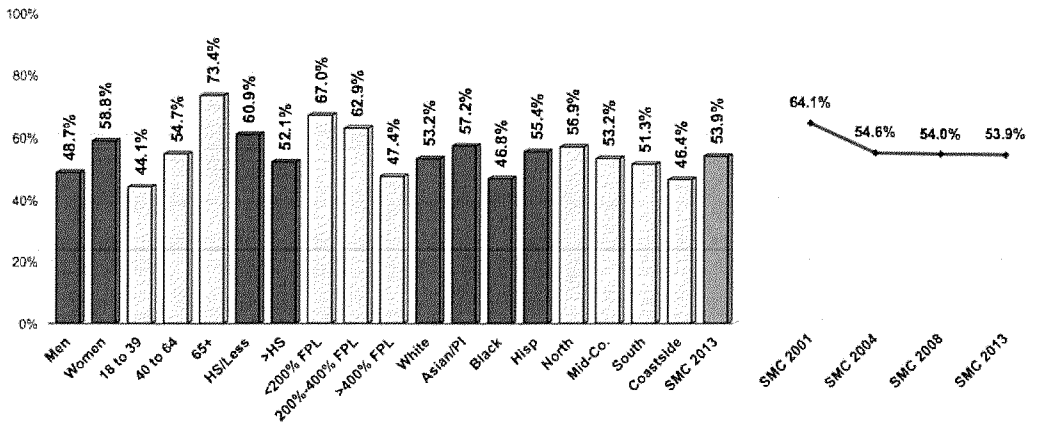
- **Most San Mateo County respondents (53.9%) do <u>not</u> participate in regular, vigorous physical activity,** meaning they do not engage in activities that cause heavy sweating or large increases in breathing or heart rate at least three times a week for 20 or more minutes on each occasion. This finding is a *significant* improvement compared to the 64.1% found in 2001, but similar to 2004 and 2008 findings. Still, the prevalence of <u>inactivity</u> in San Mateo County is notably higher among:

  - Women (58.8%)
  - Persons aged 65 and older (73.4%)
  - Persons with a high school education or less (60.9%)

- Those in households with annual incomes <400% poverty (>62%)
- Residents of North County area (approximately 57%)

Do Not Participate in Regular Vigorous Activities

San Mateo County, 2013

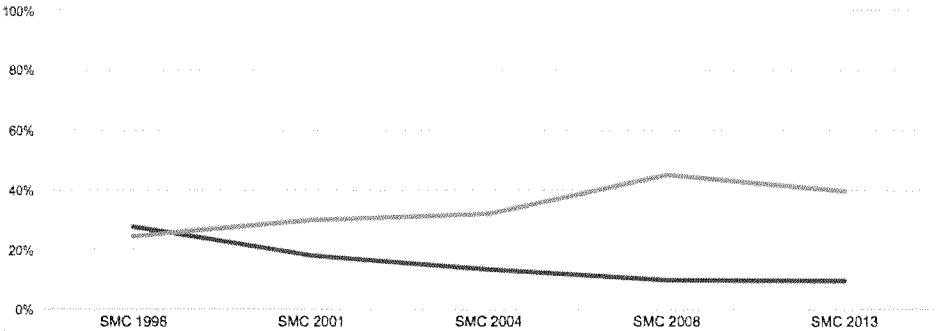


Sources: • 2001/2004/2008/2013 PRC Community Health & Quality of Life Surveys, Professional Research Consultants, Inc.
Notes: • Asked of all respondents.
• Hispanics can be of any race. Other race categories are non-Hispanic categorizations (e.g., "White" reflects non-Hispanic White respondents).
• Income categories reflect respondent's household income as a ratio to the federal poverty level (FPL) for their household size.
• Defined as not exercising vigorously for at least 20 minutes, three times per week.

- **Binge drinking rates are not where they should be among men aged 18-24.** Binge drinking in San Mateo County is highest particularly young men aged 18 to 24 (39.4%).

Percentage of Binge Drinkers Among Adults Aged 18-24

San Mateo County



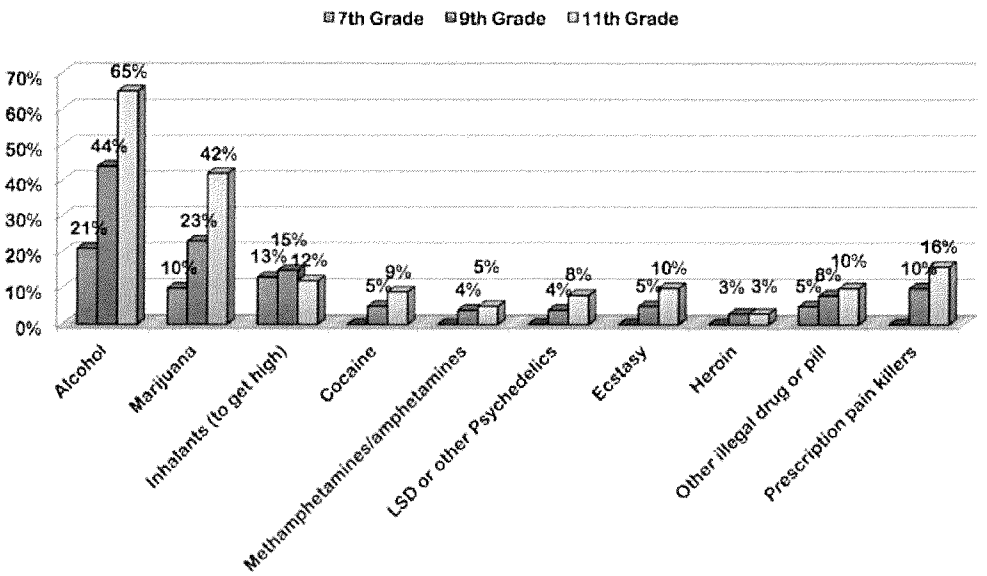
	SMC 1998	SMC 2001	SMC 2004	SMC 2008	SMC 2013
Females 18-24	27.7%	18.0%	13.3%	9.6%	9.5%
Males 18-24	24.3%	29.9%	31.9%	44.8%	39.4%

Source: • 1998/2001/2004/2008/2013 San Mateo County Health and Quality of Life Surveys, Professional Research Consultants, Inc.
Notes: • Asked of all respondents.

- Overall drug use among adolescents in 7th, 9th and 11th graders showed a positive correlation (unfavorable relationship) with age for many of the drugs asked about in the 2004 to 2006 San Mateo County Healthy Kids Survey, including alcohol, marijuana, prescription painkillers, ecstasy, cocaine, LSD, amphetamines, and heroin. Note that the use among non-traditional (of any age) students is higher than use among traditional students for all drugs presented. Note also that 65% of 11th grade students have tried alcohol, and 42% have tried marijuana.

Adolescent Lifetime Use of Drugs by Grade Level

San Mateo County, 2007-2009



Children in 7th Grade were not asked about Cocaine, Methamphetamines/amphetamines, LSD, Psychedelics, Ecstasy or Heroin
Source: • California Healthy Kids Survey, 2007-2009

Key Finding #7 – Human society has been in a great transition since the industrial revolution. Change and transitions have accelerated during the 21st century mostly driven by technological advancement and the Internet. These changes have caused perceptions of instability, insecurity and distress.

- A rapid increase in knowledge and the ability to access knowledge has not translated into a concomitant increase in wisdom.

- It is likely that change in all areas of our life will only accelerate in the future, cycles will be more abrupt, and swings will be wider.

- A "new normal" is arising in our lives. Our situation is without precedent in recorded human history. While this presents us with many wonderful opportunities, these changes also have some characteristics of a population-wide affliction. The affliction is one of being constantly "on", being constantly "connected", and socially connecting with others through technology rather than in-person. It is important to understand the ramifications of replacing more direct human interaction with electronic interaction and not having adequate down time. Several of the many big issues that result include, firstly, the need for "instant gratification" for information, which can exhibit all the hallmarks of a physical dependence and/or addiction. Secondly, the loss of social support and human contact has unknown consequences. It is known that both these issues can increase depression, anxiety, and distress. Digital natives (younger people raised in this new digital world) and digital immigrants (usually older people affected by, but not raised in this new digital world) are likely to be affected differentially by these issues.

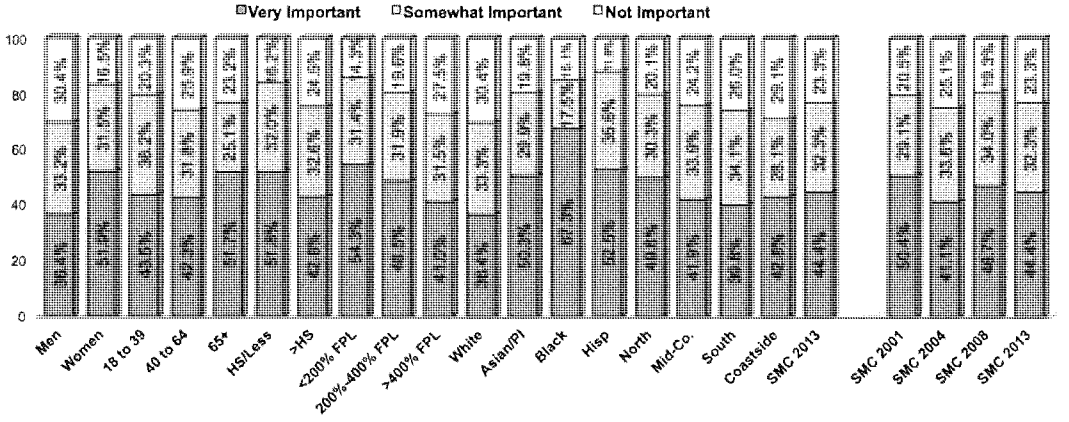
- Evidence suggests that technology is becoming a master of us instead of the other way around.

- People are having difficulty getting ahead of their workload, no matter how hard they try.

- **The importance of spirituality is declining, as is the number of people who report receiving support from the clergy.** A total of 44.4% of 2013 survey participants say that spirituality is "very important" in their lives, while 23.3% say it is "not important" (this marks a *significant decrease* in the perceived importance of spiritually compared with 2001 findings). Certain population segments, such as women, older adults, lower-education and lower-income adults, and Black or Hispanic respondents much more often acknowledge the role of spirituality in their lives.

Importance of Spirituality in Respondents' Lives

San Mateo County, 2013

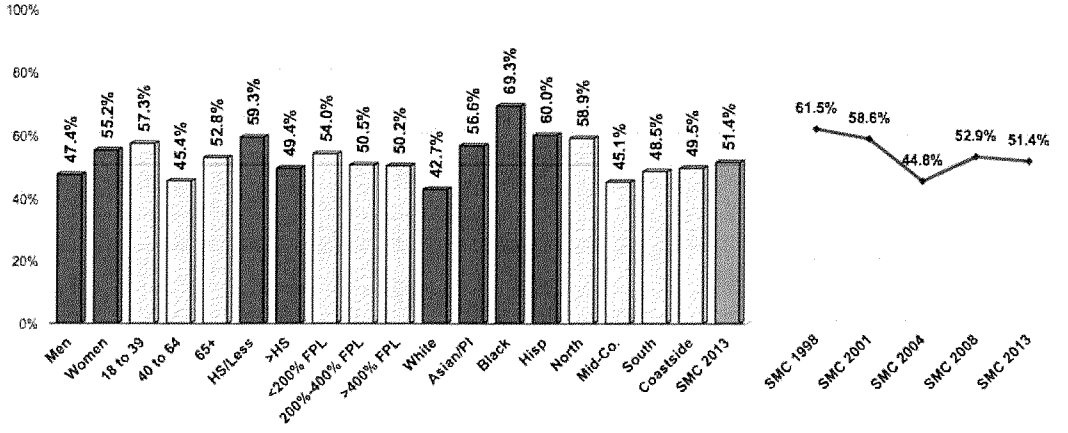


Sources: • 2001/2004/2008/2013 PRC Community Health & Quality of Life Surveys, Professional Research Consultants, Inc.
Notes: • Asked of all respondents.
• Hispanics can be of any race. Other race categories are non-Hispanic categorizations (e.g., "White" reflects non-Hispanic White respondents).
• Income categories reflect respondent's household income as a ratio to the federal poverty level (FPL) for their household size.

- In 2013, 51.4% of surveyed San Mateo County adults have a priest, minister, rabbi, or other person they can turn to for spiritual support when needed *(significantly higher* than 2004 findings, but *significantly lower* than 1998 and 2001 findings and similar to the 2008 prevalence*)*.

Have a Priest, Minister, Rabbi or Other Person for Spiritual Support

San Mateo County, 2013



Sources: • 1998/2001/2004/2008/2013 PRC Community Health & Quality of Life Surveys, Professional Research Consultants, Inc.
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• Hispanics can be of any race. Other race categories are non-Hispanic categorizations (e.g., "White" reflects non-Hispanic White respondents).
• Income categories reflect respondent's household income as a ratio to the federal poverty level (FPL) for their household size.

- **Increasing numbers report having difficulty around satisfaction with one's life and relationships with their family.** Difficulty with satisfaction in one's life and family relationships both *increased* since 2008.

Percentage of Adults Expressing Difficulty in Their Lives
San Mateo County, 2013

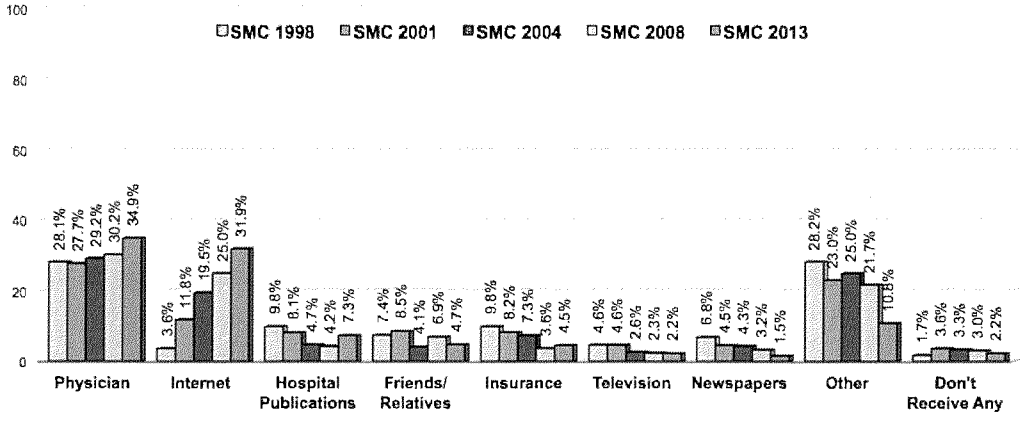
	2001 (Revised)	2004 (Revised)	2008	2008	2013
Feeling Satisfied With One's Life	40.5%	43.7%	37.1%	39.5%	45.6%
Relationships With Family Members	29.3%	38.9%	26.2%	29.1%	34.0%
Fear, Anxiety or Panic	27.4%	31.7%	26.9%	27.4%	28.6%
Being Able to Feel Close to Others	27.9%	31.5%	21.7%	27.2%	27.0%
Controlling Temper, Outbursts, Anger, Violence	33.3%	35.2%	27.6%	30.1%	26.2%
Isolation or Feelings of Loneliness	29.8%	30.7%	26.1%	26.8%	25.1%
Getting Along With People Outside the Family	21.0%	n/a	17.6%	21.5%	23.3%

Source: • 2001/2004/2008/2013 San Mateo County Health and Quality of Life Surveys, Professional Research Consultants, Inc.
Notes: • Asked of all respondents.
• Percentages express any degree of difficulty ("little," "moderate," "quite a bit" or "extreme" difficulty).

- **The Internet is utilized almost as much as doctors as a primary source of health care information.** 34.9% of survey respondents mentioned their **physician**, while 31.9% mentioned the **Internet**. This represents a *significant increase* in reliance on the Internet for health care information (up from 3.6% in 1998).

Primary Source for Health Care Information

San Mateo County, 2013

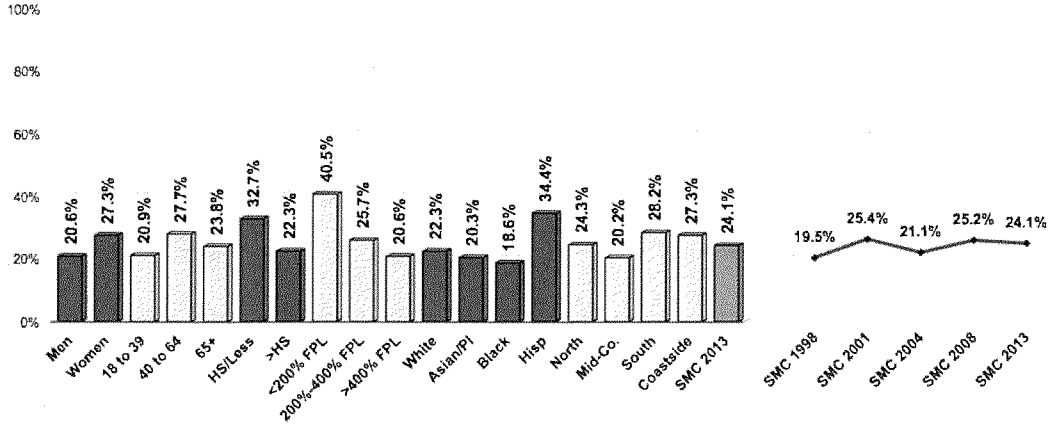


Source: • 1998/2001/2004/2008/2013 San Mateo County Health and Quality of Life Surveys, Professional Research Consultants, Inc.
Notes: • Asked of all respondents.

- **Almost a quarter of San Mateo County respondents experienced prolonged symptoms of depression** with women, poorer, less educated, and Latino respondents having relatively higher rates. A total of 24.1% of surveyed adults reported having had a period lasting two years or longer during which he or she was sad or depressed on most days. This proportion is significantly *higher* than found in the baseline 1998 survey, but similar to 2001 and 2008.

Experienced Symptoms of Depression Lasting 2+ Years

San Mateo County, 2013



Sources: • 1998/2001/2004/2008/2013 PRC Community Health & Quality of Life Surveys, Professional Research Consultants, Inc.
Notes: • Asked of all respondents.
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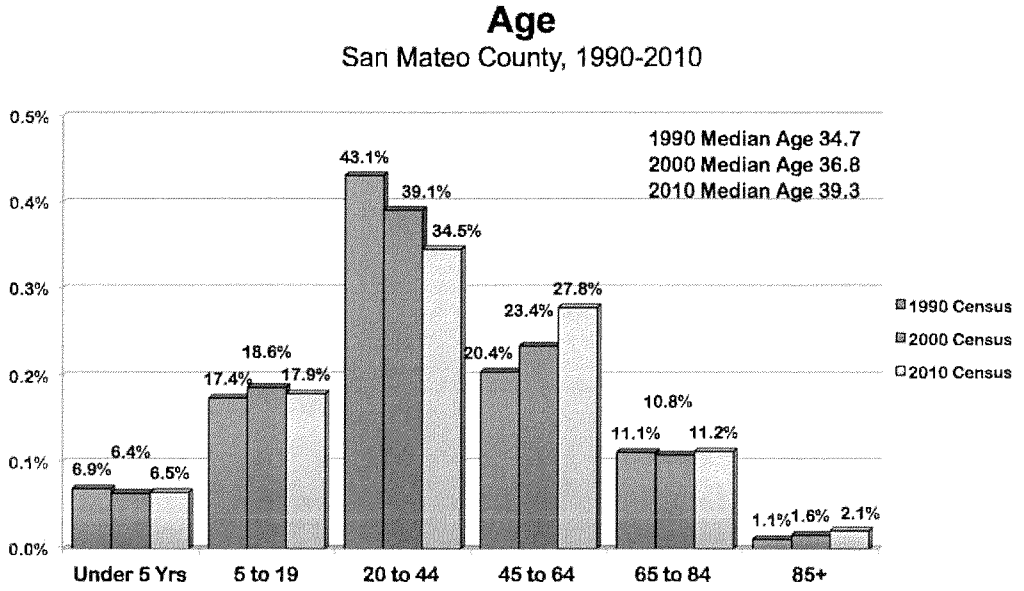
• Income categories reflect respondent's household income as a ratio to the federal poverty level (FPL) for their household size.

Key Finding #8 – We are losing our middle. This relates to our age distribution, income distribution, and political bent.

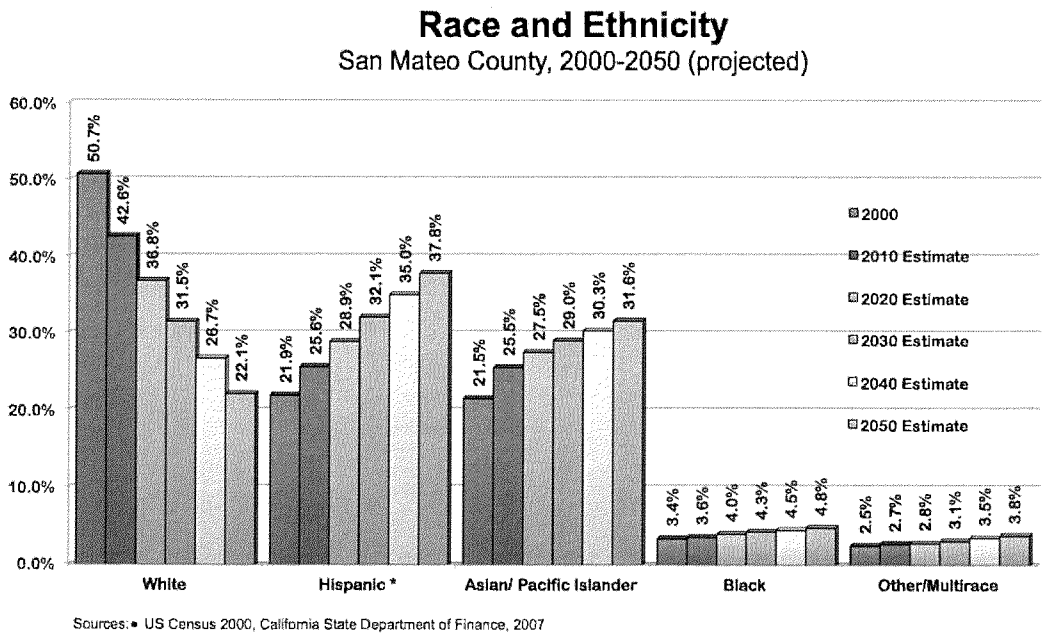
- The San Mateo County of the future will look very different from the San Mateo County of today.

- There has been a decrease in those aged 20-44 in the county and increasing those aged 45-65. The age pyramid in the county is flattening, and we are in the middle of a large demographic shift in age and race.



Sources: • US Census 1990, 2000, 2010.

- **Increasing age and race diversity continue.** Over the next several decades, the White population is expected to decrease considerably (decreasing nearly 50% between 2000 and 2040), while Hispanic and Asian/Pacific Islander populations are expected to increase dramatically. By the year 2040, each of these will represent a greater share than the White population, with Hispanics representing a plurality.

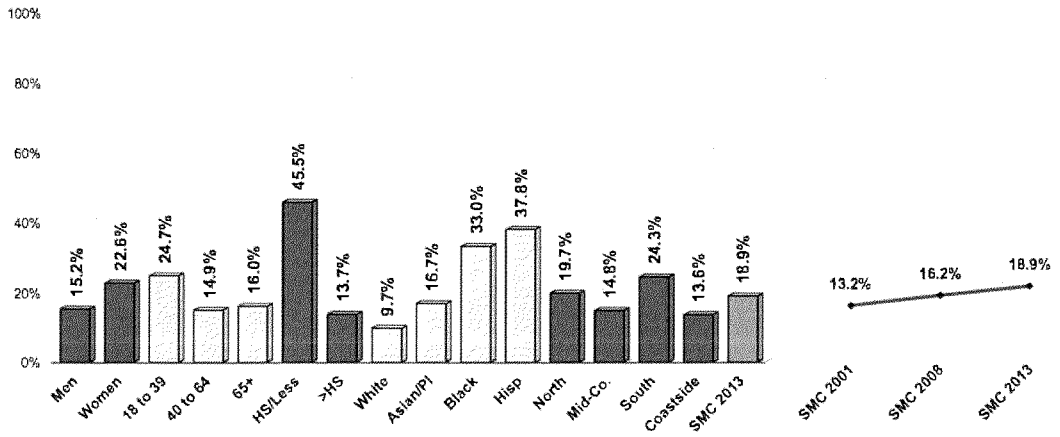


- **All sectors (business, education, government, healthcare, transportation, etc.) must adapt to these demographic changes.**

- **Poverty and relative poverty are increasing, especially at both ends of the lifespan, children and seniors.** A total of 18.9% of San Mateo County adults live below 200% of the Federal Poverty Level (FPL), according to reported household incomes and household sizes. Among respondents with a high school education or less, 45.5% report living below the 200% FPL threshold, compared to only 13.7% of those with education beyond high school. Black and Hispanic respondents also demonstrate higher proportions than White or Asian/Pacific Islander respondents. This year's countywide finding represents a ***significant increase*** from the 13.2% reported in 2001 and the 16.2% reported in 2008 (note that 1998 and 2004 survey data are not comparable because a 185% FPL threshold was used for those data).

Adults Living Below 200% of the Federal Poverty Level

San Mateo County, 2013

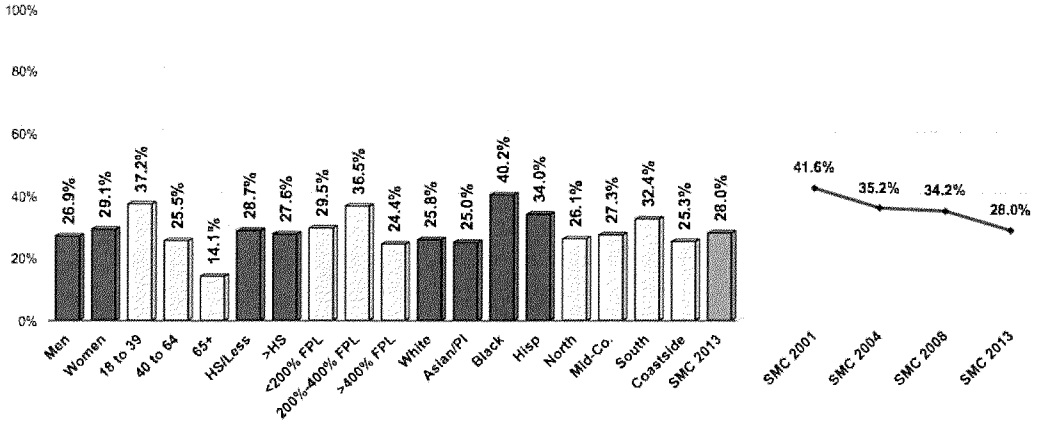


Source: • 2001/2008/2013 San Mateo County Health and Quality of Life Surveys, Professional Research Consultants, Inc.
Notes: • Asked of all respondents.
• Hispanics can be of any race. Other race categories are non-Hispanic categorizations (e.g., "White" reflects non-Hispanic White respondents).

- **As the economy declines, fewer people are considering leaving the county. However, many have already left.** 28.0% of respondents report that they or a family member have seriously considered leaving the county because of the high cost of living, *significantly lower* than previous survey results. Young adults, people living between 200 and 400% of the federal poverty threshold, Blacks, Hispanic respondents, and residents in the South County area all consider relocating at higher levels although all levels were lower than in the past.

Have Considered Relocating Due to Cost of Living

San Mateo County, 2013



Sources: • 2001/2004/2008/2013 PRC Community Health & Quality of Life Surveys, Professional Research Consultants, Inc.
Notes: • Asked of all respondents.
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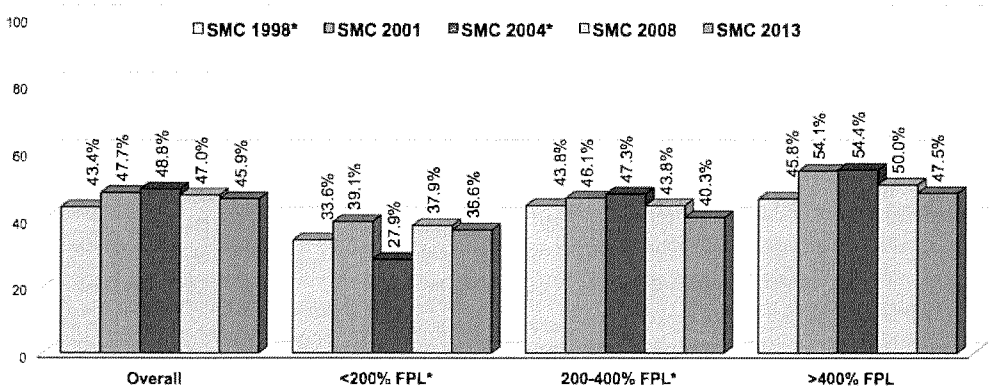
• Income categories reflect respondent's household income as a ratio to the federal poverty level (FPL) for their household size.

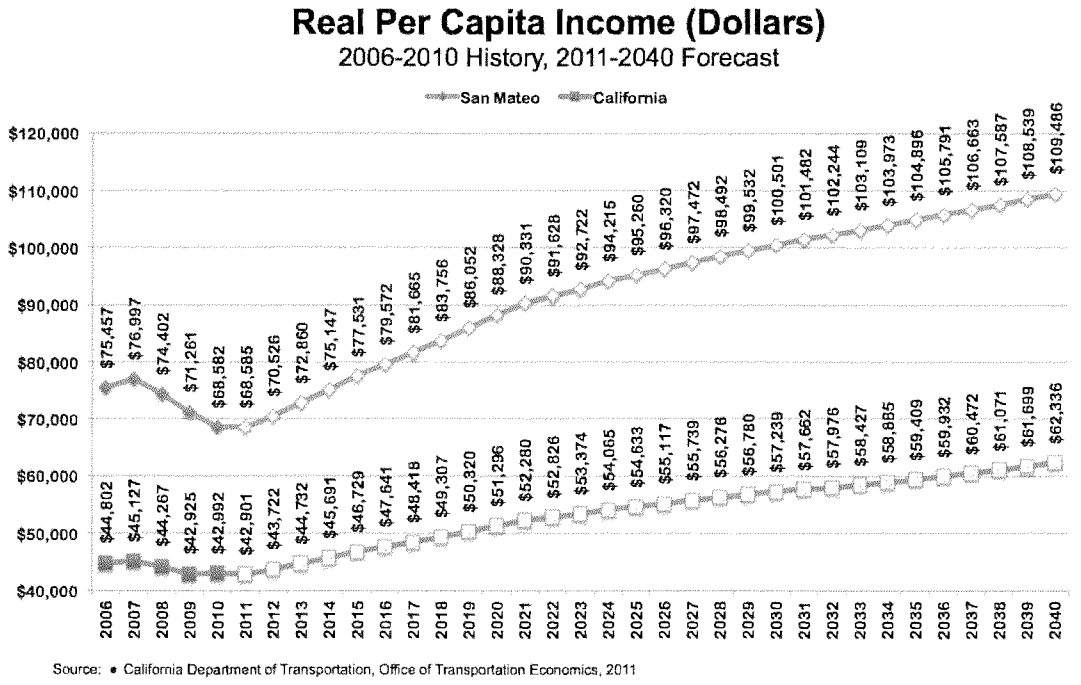
- **We are experiencing declining trust in government and those who rely on it most are the ones who trust it the least.** 45.9% of survey participants say they trust local government to work for the community's best interest "always" or "most of the time" (similar to past survey results). In contrast, 18.6% responded "seldom" or "never," marking a ***significant increase*** from 2001 and 2008 survey findings.

"Always" or "Most of the Time" Trust
Local Government to Work for the Community's Best Interest
By Income, San Mateo County, 2013



Source: • 1998/2001/2004/2008/2013 San Mateo County Health and Quality of Life Surveys, Professional Research Consultants, Inc.
Notes: • Asked of all respondents.
• Income categories reflect respondent's household income as a ratio to the federal poverty level (FPL) for their household size.
• *In 1998 and 2004, the lower income category was defined as below 185% of the FPL, and the middle income category was defined as 185%-400% of the FPL.

- **Real per capita income has declined since 2000. This is accompanied by a steady decline in the reported rating of individual's personal financial situation. While not hit as hard as other areas of the country by the Great Recession, the residents of San Mateo County remain pessimistic about the economy.** Real per capita income in San Mateo County in 2010 was $68,582, and the average weekly wages in 2010 were $1,450, down 13% from 2000. Real per capita incomes decreased at a rate of 3.8% in from 2009 to 2010 continuing a decline started in 2007. Over the next five years, however, real per capita incomes are forecast to increase at least 2.5% per year.



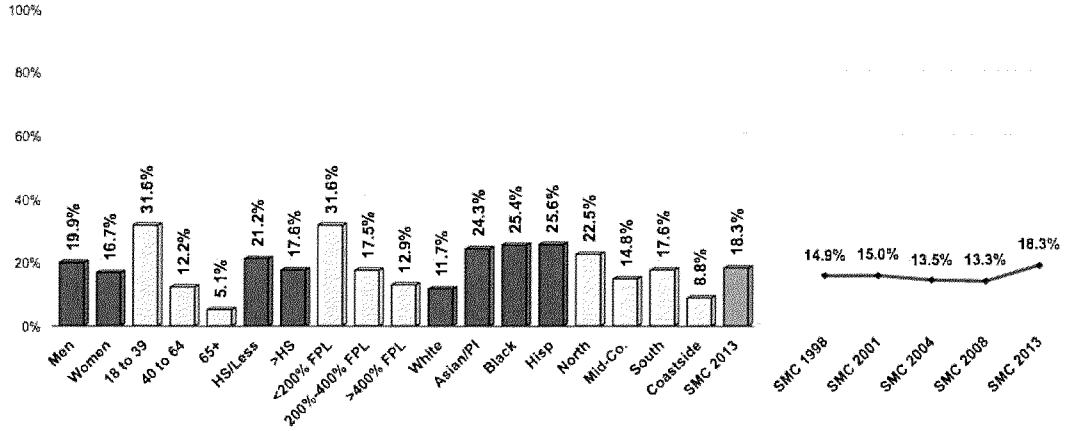
Source: • California Department of Transportation, Office of Transportation Economics, 2011

- **The county reports high rates of relative poverty (those living between 100% and 400% of the federal poverty level); a zone where there is no government support for basic needs.**

- **There has been a large increase in county residents doubling up or sharing housing costs to limit expenses.** 18.3% of respondents currently share housing costs with someone other than a spouse or partner in order to limit expenses, marking a *significant increase* in shared housing over previous years. Over 31% of young adults and residents living below the 200% poverty threshold share living expenses, as do 24% or more of non-White respondents.

Share Housing Costs With Someone Other Than a Spouse/Partner to Limit Expenses

San Mateo County, 2013



Sources: • 1998/2001/2004/2008/2013 PRC Community Health & Quality of Life Surveys, Professional Research Consultants, Inc.
Notes: • Asked of all respondents.
• Hispanics can be of any race. Other race categories are non-Hispanic categorizations (e.g., "White" reflects non-Hispanic White respondents).
• Income categories reflect respondent's household income as a ratio to the federal poverty level (FPL) for their household size.

- A significant shortage of housing supply remains the primary cause of the high housing costs in the county. This is inextricably connected with the limited supply of land available for development and strict zoning ordinances that limit the density of housing that can be built.

- According to the Association of Bay Area Governments (ABAG), between 1999-2006 San Mateo County issued permits for only 16% of the housing units needed for moderate-income households, 45% for low-income households, and 19% for very low-income households, as determined by the most recent Regional Housing Needs Allocation. As a result, in its 2006 Bay Area Housing Profile, the Bay Area Council gave the county an "F" in its housing production report card. In 2008, San Mateo County

issued 932 housing permits, and of those, only 43 fell into the Restricted Affordable Category.

- **There is a mismatch of housing and jobs in the county. While the Housing Affordability Index has been recently increasing, it is still lower than the rest of the state. Housing policy and implementation needs to be trued-up with current conditions.**

- **A minimum wage income is entirely consumed by the childcare costs of one infant.**

Key Finding #9 – Education remains the single most important factor in future success and health. Length of education is highly correlated with increasing wealth and health.

- **There are lower rates of pre-school enrollment among African Americans and Latinos, which will lead to a lower life and health trajectory.** Just over half of 3 and 4-year-olds in San Mateo County are in preschool or nursery school. Counties in California range from a low of 25% to a high of 81%. The state average is 38%.

Preschool Enrollment Ages 3 and 4

San Mateo County, 2009

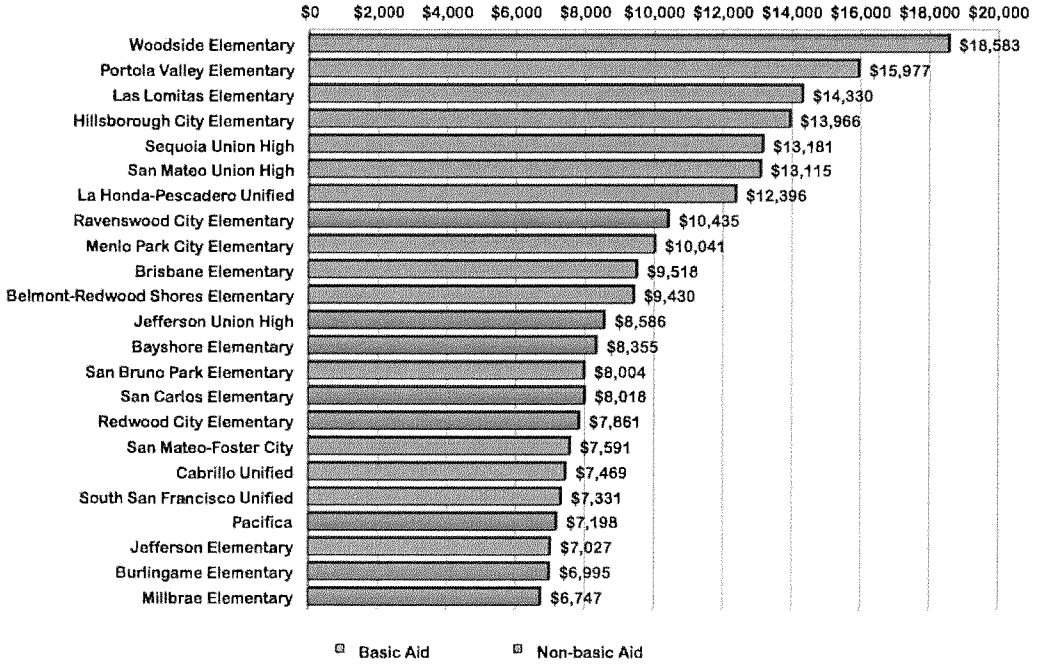
By Race	All Races	African American	Asian	Latino	White	Other
Children in preschool or nursery school	52%	18%	60%	53%	71%	39%

Source: • California County Scorecard, 2010

- **Disparity in school funding has long-term consequences, including higher long-term cost when the opportunity for primary prevention is lost.**

- During the 2009-10 school year, there was wide variability across county school districts in per-student revenue. Woodside Elementary and Portola Valley Elementary School Districts had the highest per student revenue at over $18,000 and $15,000 per student respectively. Woodside Elementary's figure was more than double the per student revenue of more than half (12) of other county school districts. Much of the differential in the county is driven by the availability of local revenue sources to supplement state and federal dollars. It could also reflect revenues received for specific services, such as special education dollars.

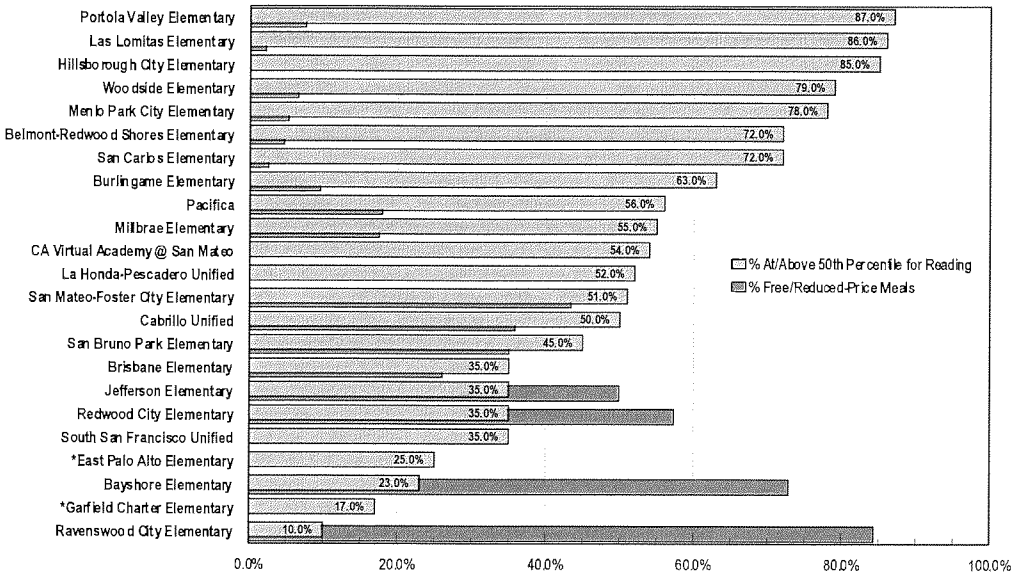
Revenue per Student per Average Daily Attendance by District,
San Mateo County, 2009-2010



Source: • California Department of Education, Education Demographics Office, 2012.
Note: • Total revenue includes revenue limit sources, other state revenue sources, and local revenue sources.

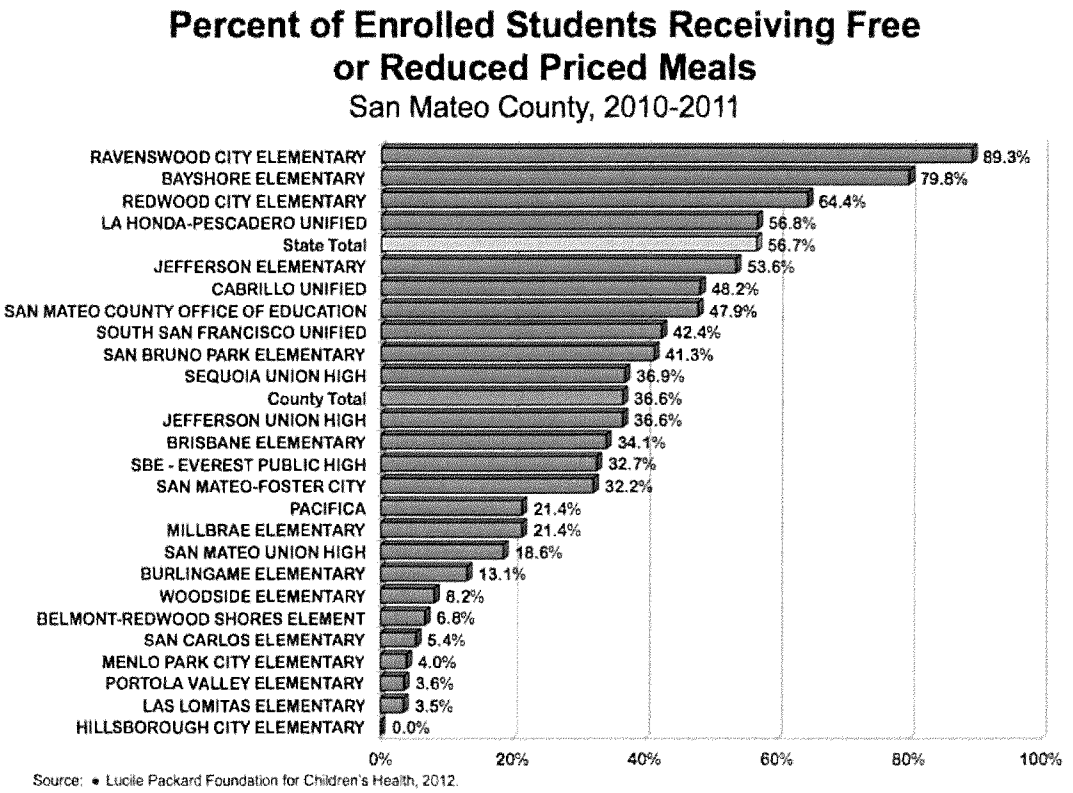
- Even though the County had a higher proportion of 3rd grade students reading at grade level than the state, it is important to note that ethnicity and income are key factors in school performance. Note the strong negative correlation between 3rd grade reading scores and household income (as indicated by eligibility for free or reduced price meals).

Percent of 3rd Graders Reading At or Above the 50th National Percentile Rank by District
(San Mateo County 2007)



Source: California Department of Education, CAT/6 Test Scores. California Standardized Testing and Reporting (STAR), 2007.
* Charter School
California Department of Education, Educational Demographics Unit. Prepared: 7/30/2007.

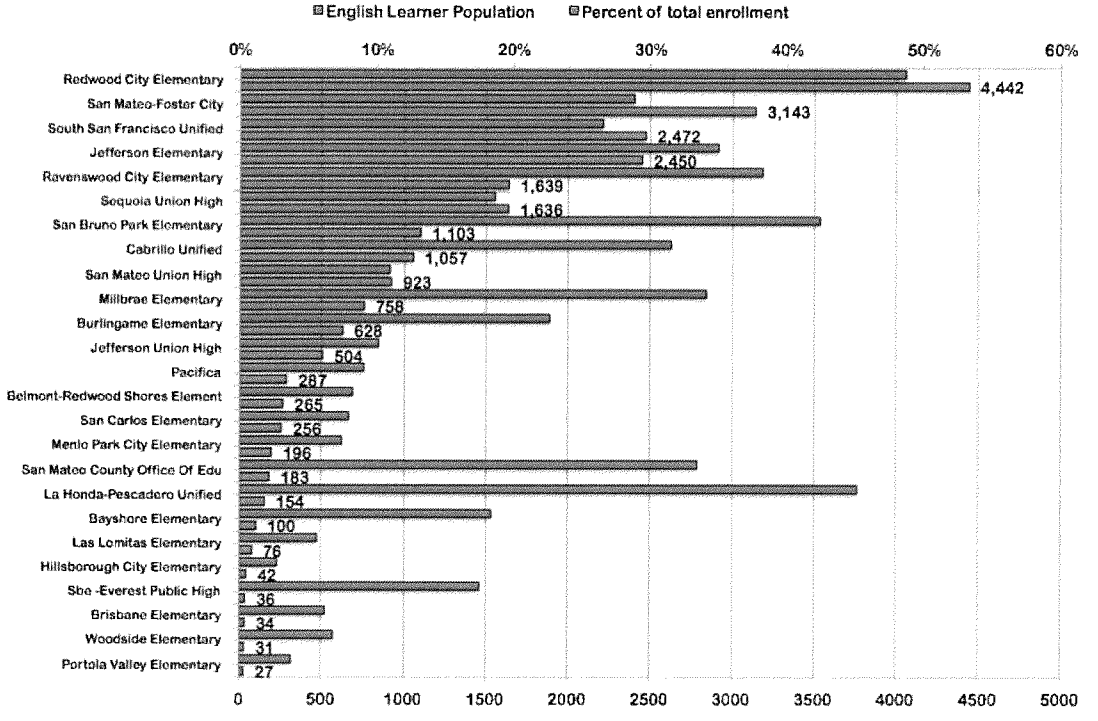
- Subsidized school lunch participation ranges broadly within school districts in the county, with highs of 89.3% receiving free lunch in the Ravenswood Elementary School District and 79.8% in the Bayshore Elementary School District. (2010-11 data).



- Redwood City Elementary and San Mateo-Foster City Elementary have the highest populations of English learner students in San Mateo County. Proportionally, Redwood City Elementary and La Honda-Pescadero Unified have the highest percentages of total enrollment made of English Learner students.

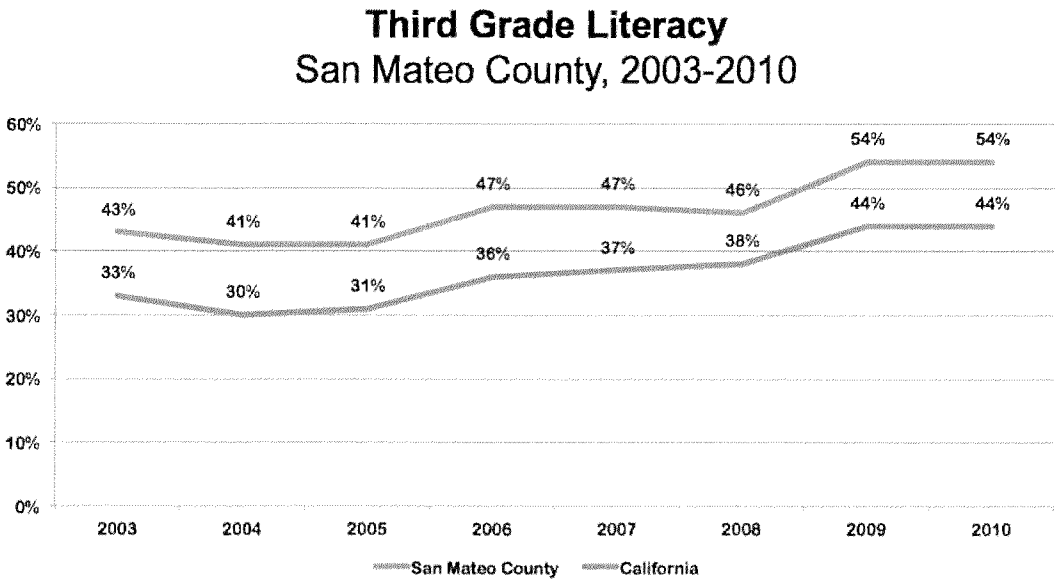
English Learner Population by School District

San Mateo County, 2010-2011



Source: • California Department of Education, DataQuest, 2012.

- In San Mateo County in 2010, 54.0% of 3rd graders read at or above the 50th National Percentile Rank based on STAR test results, compared to 44.0% for the State of California. The county percentage of 3rd graders reading at or above the 50th National Percentile Rank has increased over the past several years.



Source: • California Department of Education, Star Results, 2011.

Key Finding #10 – As a society, we have decided to criminalize biology and diseases of the brain. A large portion of our inmate population is mentally ill, substance abusers, or both. Both of these conditions are now known to be diseases of the brain. We have chosen, as a matter of ingrained public policy, to incarcerate as "treatment" for these conditions instead of employing evidence-based mental health and substance use treatments. This public policy will ultimately fail.

- **The majority of women inmates are confined in San Mateo County jail for non-violent drug possession and property offenses. Only 12% are housed for violent or weapons charges. In fact, a higher percentage of women are confined in San Mateo County on drug possession and theft or property offences than in the nation's jails.** 80% of all women inmates are confined in San Mateo County Jail reported that they had moderate to severe alcohol or drug problems. Most women inmates confined in San Mateo County Jail were not lawfully employed at the time of admission to jail. More than one-half of the pretrial women and one-third of the sentenced women housed in the San Mateo County Jail are responsible for young children under the age of 18.

- More than one-half (54%) of the pretrial women and one-third of the sentenced women housed in the San Mateo County Jail are responsible for young children under the age of 18. Numerous studies on female offenders and their children document that the separation of mothers from their children contributes to:

  - Five to six times higher delinquency rates among their children.
  - Inability for children who are separated from their mothers to form trusting relationships and attachments to society's standards.
  - More children in foster care.
  - Additional welfare costs to society.
  - Higher rates of recidivism for women offenders.

- Men housed in the San Mateo County Jail have the following characteristics:

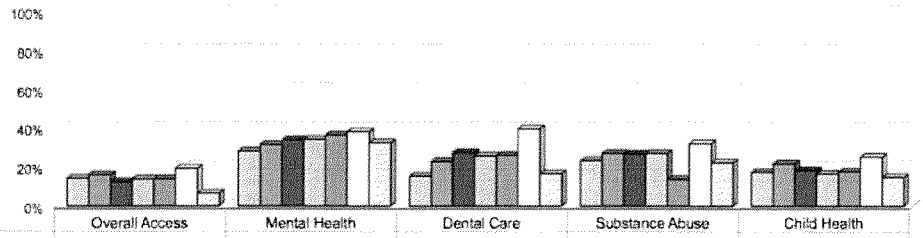
  - The most frequent offense for which they were confined was for personal drug use and possession.

- While drug use or possession is the most common single charge, this is not the majority of men in custody.
- Almost 60% were employed at the time of this current jail admission and most reported that they expect to be employed upon release.
- More than one-half report using drugs and four out of ten report using them daily or several times a week.
- Methamphetamines were the number one drug of choice.
- Nearly two thirds of the men report drug and/or alcohol abuse.
- Only 17.2% reported being involved in treatment at the time of this arrest and few reported ever receiving treatment.
- Almost one-third of the males are assessed by Correctional Health Services as needing residential treatment for their psychiatric disorder.

Key Finding #11 – Health insurance coverage has been declining over the last 15 years. The Affordable Care Act, also known as Obamacare, is likely to stem the long sustained decline in health insurance coverage. Access to mental health and dental services remain problematic.

Perceive "Fair/Poor" Access to Health Care Services

San Mateo County, 2013



	Overall Access	Mental Health	Dental Care	Substance Abuse	Child Health
SMC 1998	14.0%	28.1%	15.2%	23.2%	17.3%
SMC 2001	15.8%	31.5%	22.9%	27.0%	21.7%
SMC 2004	12.3%	33.9%	27.4%	26.8%	18.3%
SMC 2008	13.7%	34.1%	25.6%	27.0%	16.4%
SMC 2013	13.7%	36.3%	26.0%	13.6%	17.6%
<400% FPL 2013	19.2%	38.1%	39.6%	32.0%	25.1%
>400% FPL 2013	6.4%	32.4%	16.5%	22.2%	14.6%

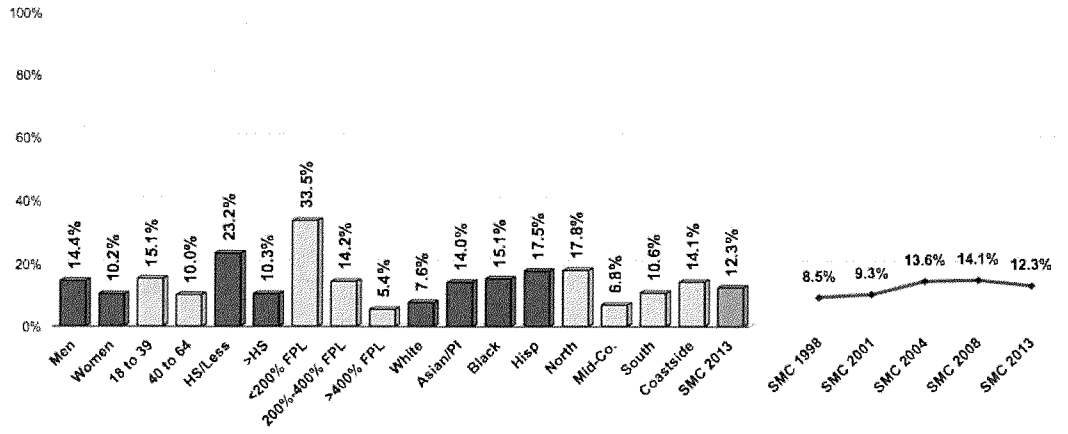
Source: • 1998/2001/2004/2008/2013 San Mateo County Health and Quality of Life Surveys, Professional Research Consultants, Inc.
Notes: • Asked of all respondents.

- Because of good policy design and implementation there is almost universal childhood access to health care in San Mateo County, unlike almost any other county in the country.

- **For adults, there are still a large percentage of individuals without health insurance.** Men, young adults, those with no postsecondary education, and respondents living below the 200% poverty threshold demonstrate greater lack of health insurance. More than 15% of Blacks and Hispanics report being uninsured, roughly twice the prevalence reported among Whites represented in the survey. North County residents also report a notably higher rate of being uninsured.

Lack Health Care Insurance Coverage (18-64)

San Mateo County, 2013

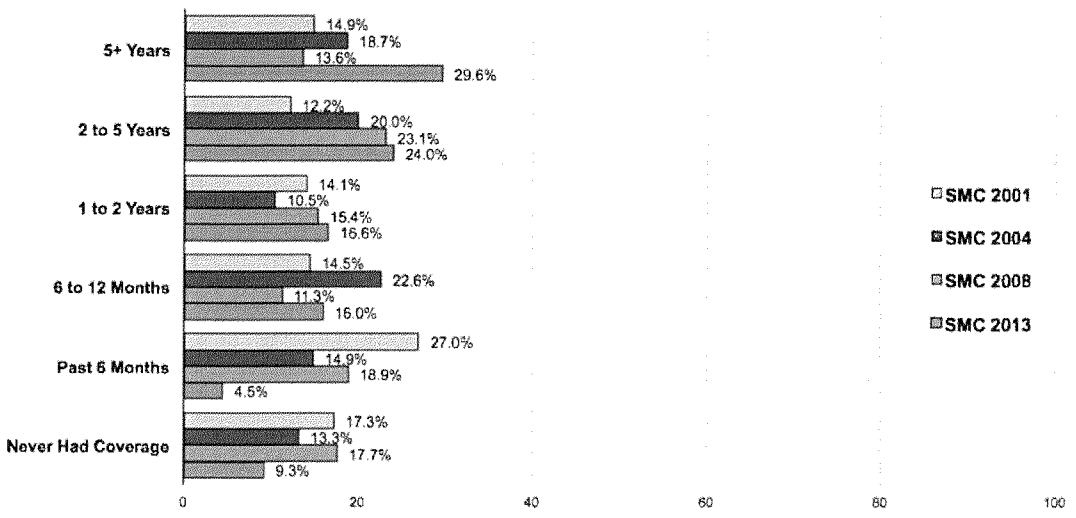


Sources: • 1998/2001/2004/2008/2013 PRC Community Health & Quality of Life Surveys, Professional Research Consultants, Inc.
Notes: • Asked of all respondents under 65.
• Hispanics can be of any race. Other race categories are non-Hispanic categorizations (e.g., "White" reflects non-Hispanic White respondents).
• Income categories reflect respondent's household income as a ratio to the federal poverty level (FPL) for their household size.

- For adults, there has been a large increase in those without insurance for over five years. Among those without any type of health insurance coverage, 9.3% report that they have never had coverage. A full 29.6% have been without coverage for more than five years (a *significant increase* over time).

Length of Time Without Coverage

Among Respondents <65 Without Health Insurance Coverage
San Mateo County

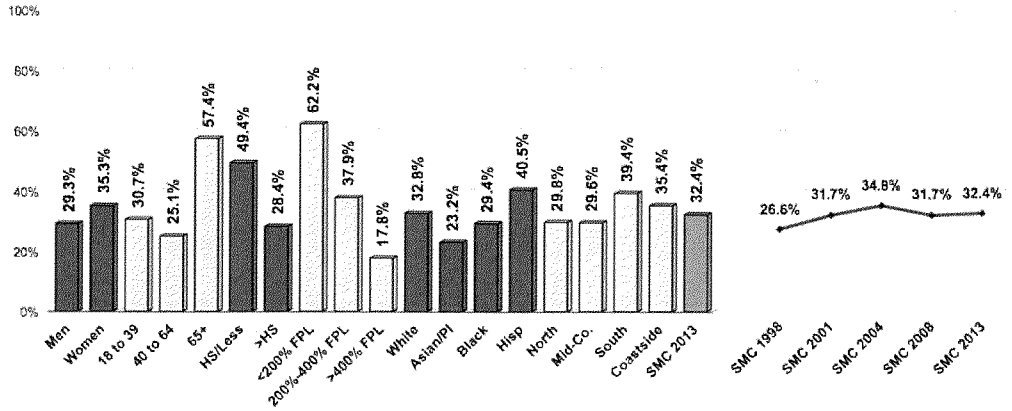


Source: • 2001/2004/2008/2013 San Mateo County Health and Quality of Life Surveys, Professional Research Consultants, Inc.
Notes: • Asked of those respondents under 65 who are without health care insurance coverage.

- **Lack of dental insurance and access remains an issue.** 32.4% do not (representing more than 185,000 county adults). The prevalence of community members without dental coverage has ***increased significantly*** since the 1998 survey. Among those without dental insurance, 34.3% report that they or a family member have dental problems which they cannot take care of because of a lack of insurance (up from 22.4% in 2008). Income level is the primary correlation with lack of dental insurance: 62.2% of those living below the 200% poverty threshold are without dental insurance coverage, compared to 17.8% of those living above the 400% poverty threshold. Note also that 57.4% of seniors, one-half of those without a college education, and over 40% of Hispanics are without full or partial dental insurance.

Lack Dental Insurance Coverage

San Mateo County, 2013



Sources: • 1998/2001/2004/2008/2013 PRC Community Health & Quality of Life Surveys, Professional Research Consultants, Inc.
Notes: • Asked of all respondents.
• Hispanics can be of any race. Other race categories are non-Hispanic categorizations (e.g., "White" reflects non-Hispanic White respondents).
• Income categories reflect respondent's household income as a ratio to the federal poverty level (FPL) for their household size.

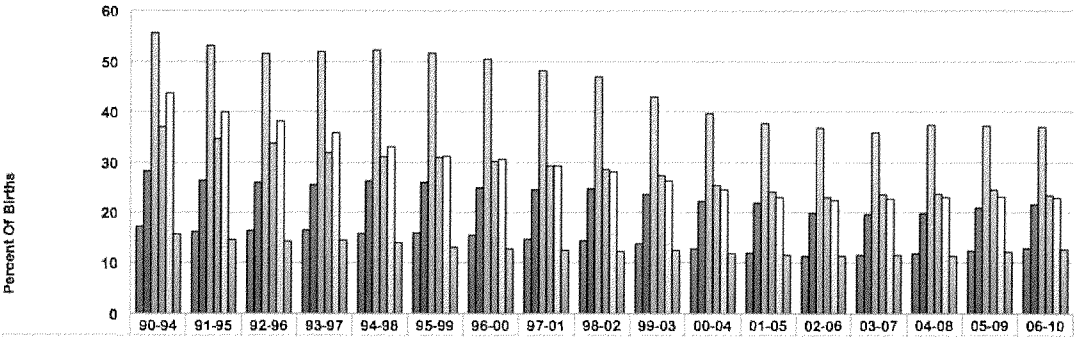
- Access to dental care is among the lowest of all types of access to healthcare service. No systematic effort to identify needs or plan for future needs exist in the county.

- **Access to mental health services continues to deteriorate.** San Mateo County respondents were most critical of access to **mental health services** (36.3% rate this as "fair/poor); evaluations this year are *significantly worse* than found in 1998 and 2001, but statistically similar to 2004 and 2008 findings.

- **There are racial/ethnic disparities in adequacy of prenatal care received as well. The adequacy of prenatal care for Pacific Islander women is very low compared to other groups.** The most substantial decrease occurred in Hispanic women from 43.8% in 1990-1994 to 22.9% in 2006-2010, a 47.7% decrease. Asian women other than Filipinas and Pacific Islanders received adequate prenatal care in similar proportions to White women. Pacific Islander women consistently had the highest proportions of less than adequate prenatal care compared to other race/ethnicities.

Proportion of Births Receiving Less Than Adequate Prenatal Care By Maternal Race/Ethnicity

5 – Year Moving Averages, San Mateo County, 1990-2010



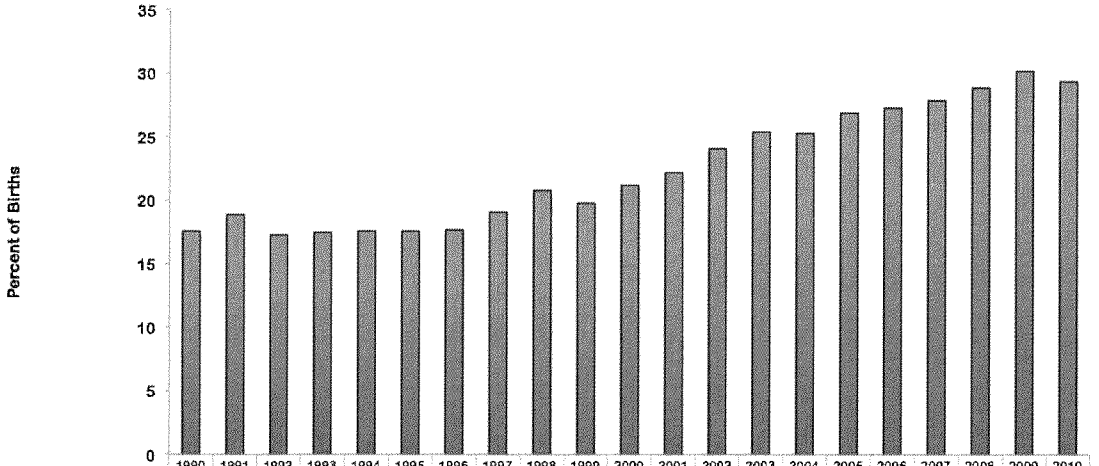
	90-94	91-95	92-96	93-97	94-98	95-99	96-00	97-01	98-02	99-03	00-04	01-05	02-06	03-07	04-08	05-09	06-10
Asian*	17.2	16.2	16.4	16.5	15.8	15.9	15.5	14.7	14.4	13.8	12.8	12	11.4	11.6	11.9	12.4	12.9
Filipina	28.3	26.4	26	25.5	26.3	26	24.9	24.5	24.7	23.6	22.2	21.9	19.9	19.6	19.8	20.9	21.6
Pacific Islander	55.7	53.2	51.6	52	52.3	51.7	50.5	48.2	47	43	39.7	37.6	36.9	36	37.5	37.3	37.1
Black	37.1	34.7	33.8	31.9	31.1	31	30.2	29.3	28.6	27.4	25.4	24.1	23	23.6	23.7	24.5	23.4
Hispanic	43.8	40	38.2	35.9	33.1	31.2	30.6	29.3	28.1	26.3	24.5	23	22.4	22.7	23	23.1	22.9
White	15.7	14.6	14.3	14.5	14	13.1	12.8	12.5	12.3	12.5	11.9	11.6	11.4	11.6	11.4	12.2	12.7

Source: • California Department of Health Services, Center for Health Statistics, Birth Records 1990-2010
Notes: • Adequate prenatal care is determined by the Kessner Index; Women in the Asian category excludes Filipina and Pacific Islander Women

- **There has been an enormous increase in the number of cesarean section births and this remains above the national objective. One third of private births are now done by cesarean section. Policies or health plans that promote cesarean section births should be changed.** The proportion of births delivered by C-section (to women both with and without a prior C-section) has dramatically increased 67% since 1990, from 17.6% in 1990 to 29.4% in 2010. The Healthy People 2020 objective is 23.9% of births to low-risk females with no prior C-section birth.

Proportion of Births Delivered by Cesarean Section

San Mateo County, 1990-2010



	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
Number Of Cesareans	1887	2003	1815	1772	1787	1722	1744	1882	2060	1956	2172	2243	2413	2564	2540	2668	2677	2765	2823	2859	2700
Proportion Of Births	17.6	18.9	17.3	17.5	17.6	17.6	17.7	19.1	20.8	19.8	21.2	22.2	24.1	25.4	25.3	26.9	27.3	27.9	28.9	30.2	29.4

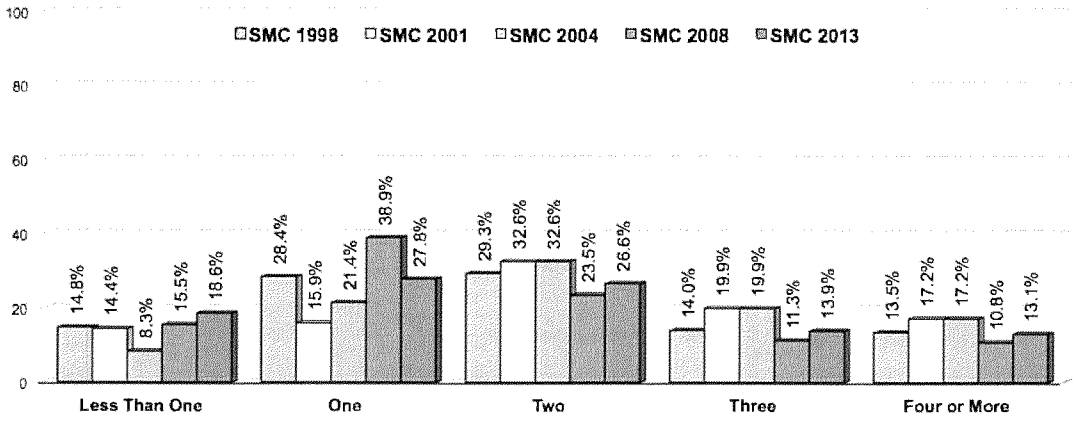
Source: • California Department of Health Services, Center for Health Statistics, Birth Records 1990-2010

Key Finding #12 – We are not doing well by our children. Our children are less healthy, as a whole, than children were in decades past. Current adult generations have benefitted from a large number of good policy decisions. However, today, our policies, across diverse sectors, are making our children less healthy and adversely impacting our future generation's health, well-being, and lifespan.

- **Overall decrease in television and video watching for children is hopeful, but more needs to be done. Screen time is decreasing for 13-17 year olds, but it is increasing for those 12 and under.** A total of 18.6% report that their child watches less than one hour per day (*significantly higher* than previous findings). In contrast, 27.0% report that he/she watches three hours or more per day.

Number of Hours Child Spends on Screen Time (Television, Videos, Video Games) Per Day

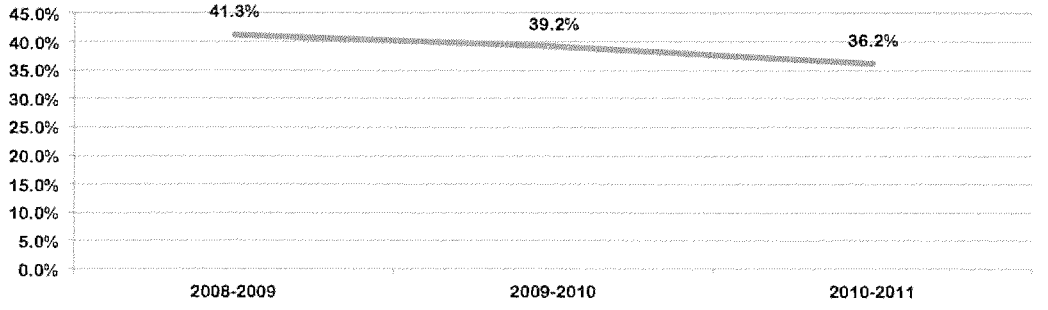
San Mateo County, 2013



Source: • 1998/2001/2004/2008/2013 San Mateo County Health and Quality of Life Surveys, Professional Research Consultants, Inc.
Notes: • Asked of all respondents with children aged 1-17 at home.

- **After increasing from 1998-2006, 7th grade physical fitness has been declining for the past five years.** In 2010-2011, only 36.2% of San Mateo County 7th graders met basic fitness requirements, as determined by the California Department of Education, although this proportion is better than the statewide average. However, in San Mateo County, there is a notable difference among students by gender and by race and ethnic group, with boys and Black and Latino students demonstrating the lowest prevalence of physical fitness.

Percentage of 7th Grade Students Meeting 6 of 6 Basic Fitness Standards,
San Mateo County, 2008-2011



Source: • California Department of Education, DataQuest, 2012.

- **Resources directed at early learning and reducing childhood trauma are inadequate.**

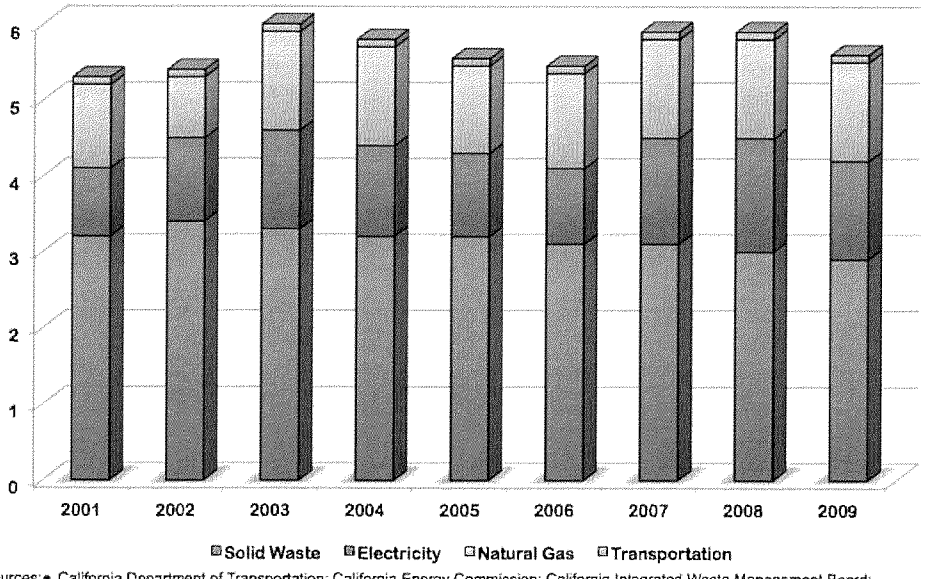
- **We have created a society where far too many children are obese.**

- **Access to mental health services for children is inadequate.**

Key Finding #13 – Primary prevention activities around obesity prevention and activities to reduce greenhouse gas emissions and climate change are one and the same.

- The total estimated carbon emissions from gasoline, electricity, and natural gas use in San Mateo County were 5.58 million metric tons in 2009. Since 2001, total carbon emissions from these sources have varied year to year, but increased slightly. The transportation sector has consistently accounted for more than half of total carbon emissions in the county.

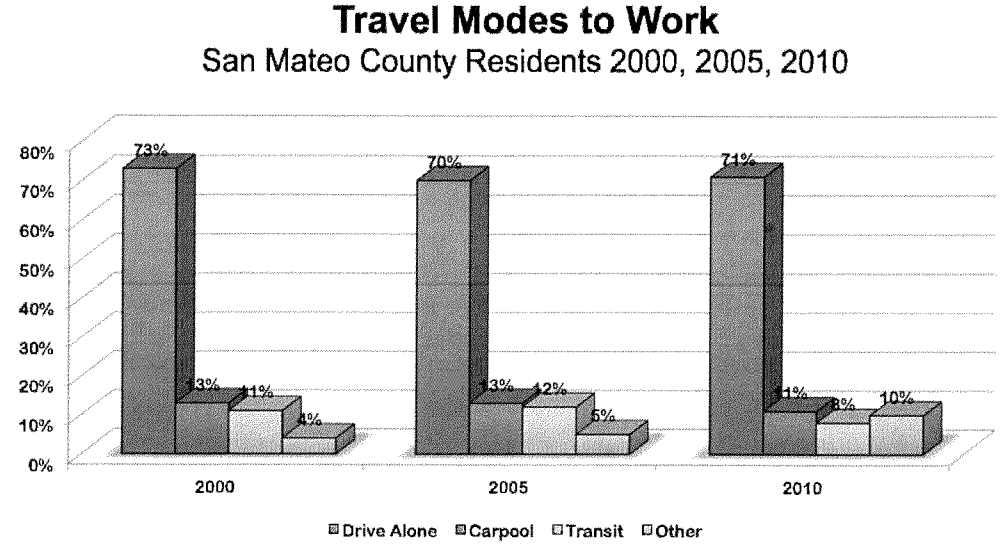
Total Greenhouse Gas Emissions
San Mateo County, 2001-2009



Sources: • California Department of Transportation; California Energy Commission; California Integrated Waste Management Board; Sustainable San Mateo County, 2011.

- **A major way to limit greenhouse gas emissions and reduce climate change is to promote active transportation.**

- There has been no real change in travel modes to work in the past decade. The vast majority of residents are still driving alone.



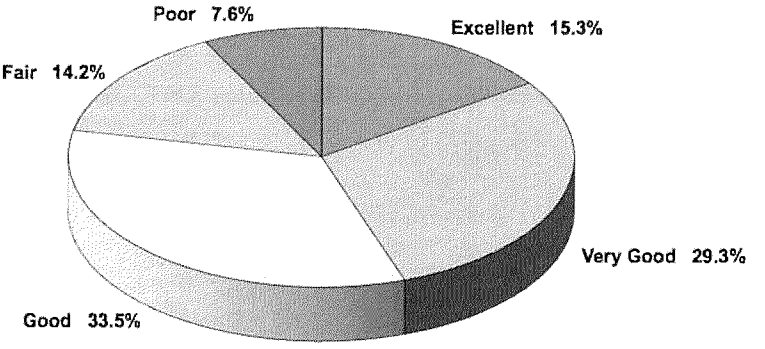
Source: • Metropolitan Transportation Commission, 2000, 2005, US Census, American Community Survey, Sustainable San Mateo, 2012

- Promoting and supporting active transportation produces significant health co-benefits among the population, especially related to weight reduction and increasing physical activity.

- **Cities are only doing an average job in promoting biking and walking in their communities.** 44.6% of survey participants gave "excellent" or "very good" ratings of the local government in creating bikeable and walkable streets and sidewalks that provide easy access to public transit and daily needs and services. Another one-third (33.5%) gave "good" ratings. In contrast, 21.8% of San Mateo County adults gave "fair/poor" ratings of the local government's creation of easy access to public transit and daily needs and services.

Rating of Local Government on Creating Bikeable and Walkable Streets and Sidewalks for Ease of Accessibility

San Mateo County, 2013

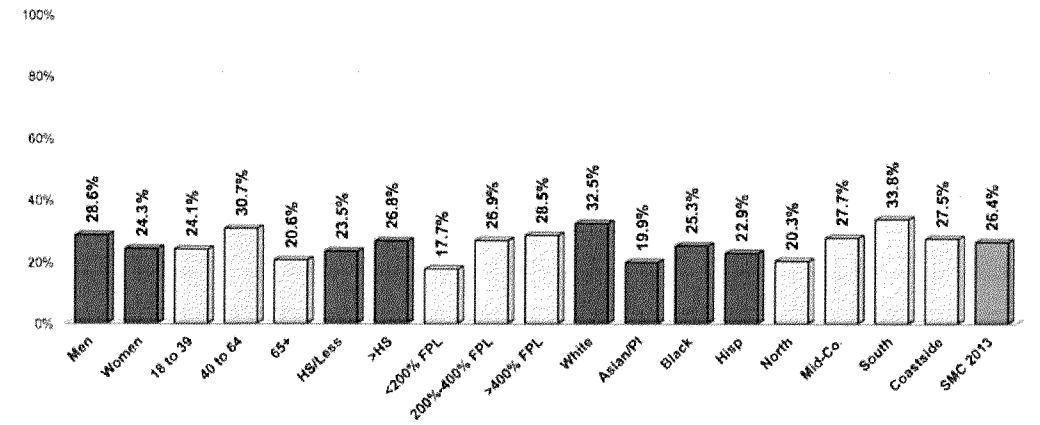


Source: • 2013 San Mateo County Health and Quality of Life Survey, Professional Research Consultants, Inc.
Notes: • Asked of all respondents.

- Just over one in four survey respondents (26.4%) currently grows some of their own food.

Respondent Grows Food for Consumption

San Mateo County, 2013

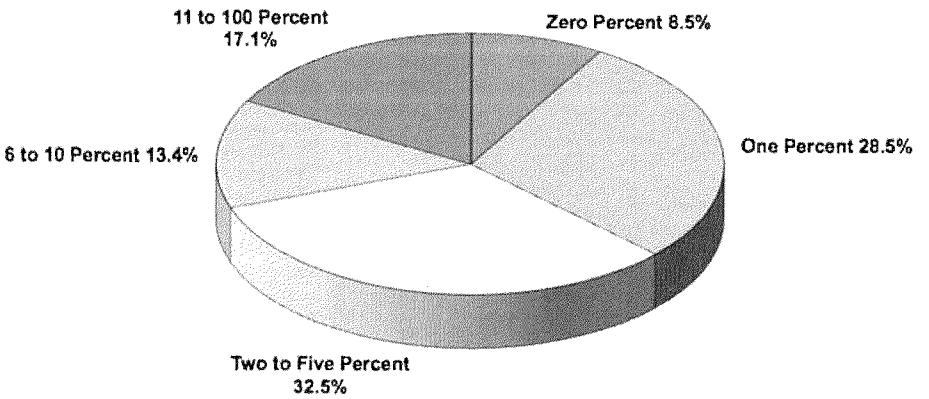


Sources: • 2013 PRC Community Health & Quality of Life Survey, Professional Research Consultants, Inc.
Notes: • Asked of all respondents.
• Hispanics can be of any race. Other race categories are non-Hispanic categorizations (e.g., "White" reflects non-Hispanic White respondents).
• Income categories reflect respondent's household income as a ratio to the federal poverty level (FPL) for their household size.

- Among those residents who grow some of their own food, most report growing less than 5% of their total food needs.

Percentage of Total Food Consumed Which is Self-Grown

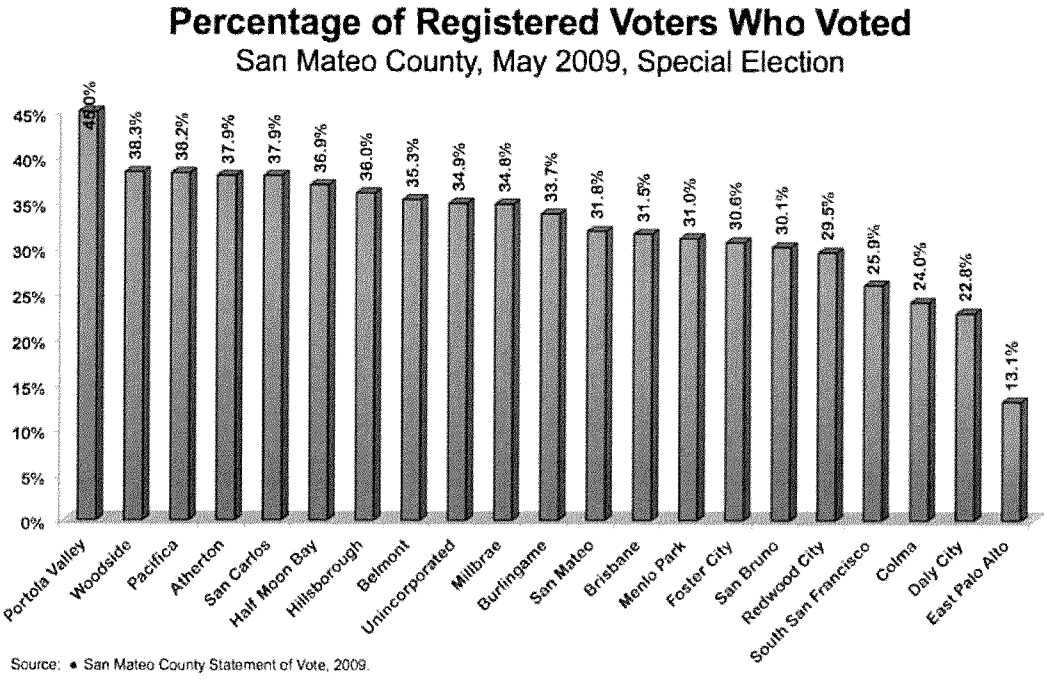
Among San Mateo County Respondents Who Grow Food for Consumption, 2013



Source: • 2013 San Mateo County Health and Quality of Life Survey, Professional Research Consultants, Inc.
Notes: • Asked of all respondents who grow their own food for consumption.

Key Finding #14 – Civic participation in San Mateo County is low.

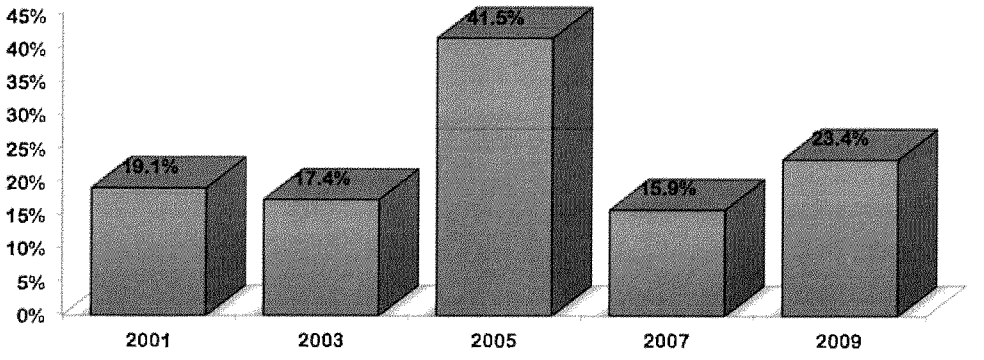
- In the 2010 General election, voter turnout—expressed as the percentage of eligible voters who voted—was 46.3% in San Mateo County, compared with 43.7% statewide. This number was both higher than the countywide turnout for the 2005 special statewide election (when 41.5% of eligible adults voted) and the last midterm election in 2002 (when only 38.8% of eligible adults voted). Still, less than half of the eligible voters in the county made decisions for the entire community.



Source: • San Mateo County Statement of Vote, 2009.

- **Frequently less than 25% of eligible voters determine the outcome of an election.** In odd number election years from 2001-2009, the percentage of San Mateo County Eligible voters who voted ranged from 15.9% in 2007 to 41.5% in 2005.

Percentage of Eligible Voters Who Voted
San Mateo County, 2001-2009



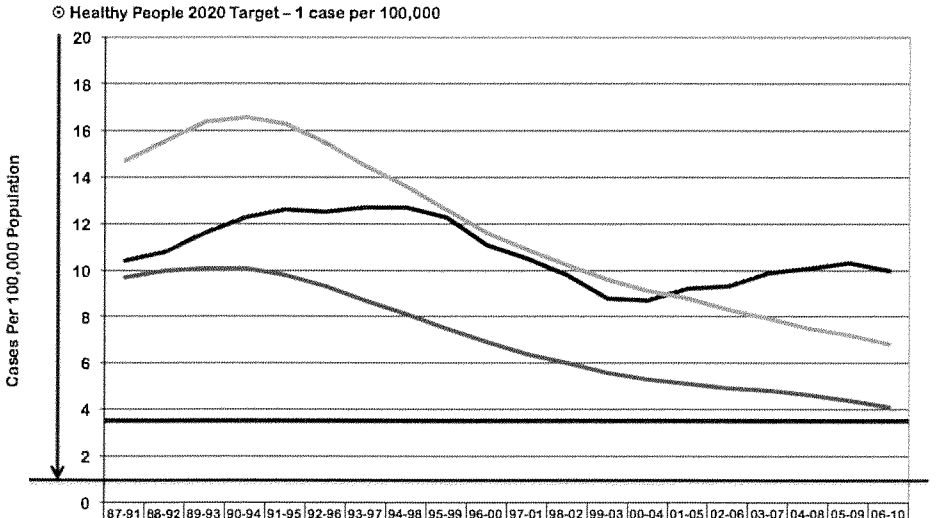
Source: • State of California Secretary of State, San Mateo County Statement of Vote, Sustainable San Mateo, 2010.

Key Finding #15 – Tuberculosis rates are increasing and are disproportionate to declines seen in the rest of the state and the nation.

- With population shifts in San Mateo County, rates of Tuberculosis are higher in San Mateo County than in California, and both rates are higher than the national average.

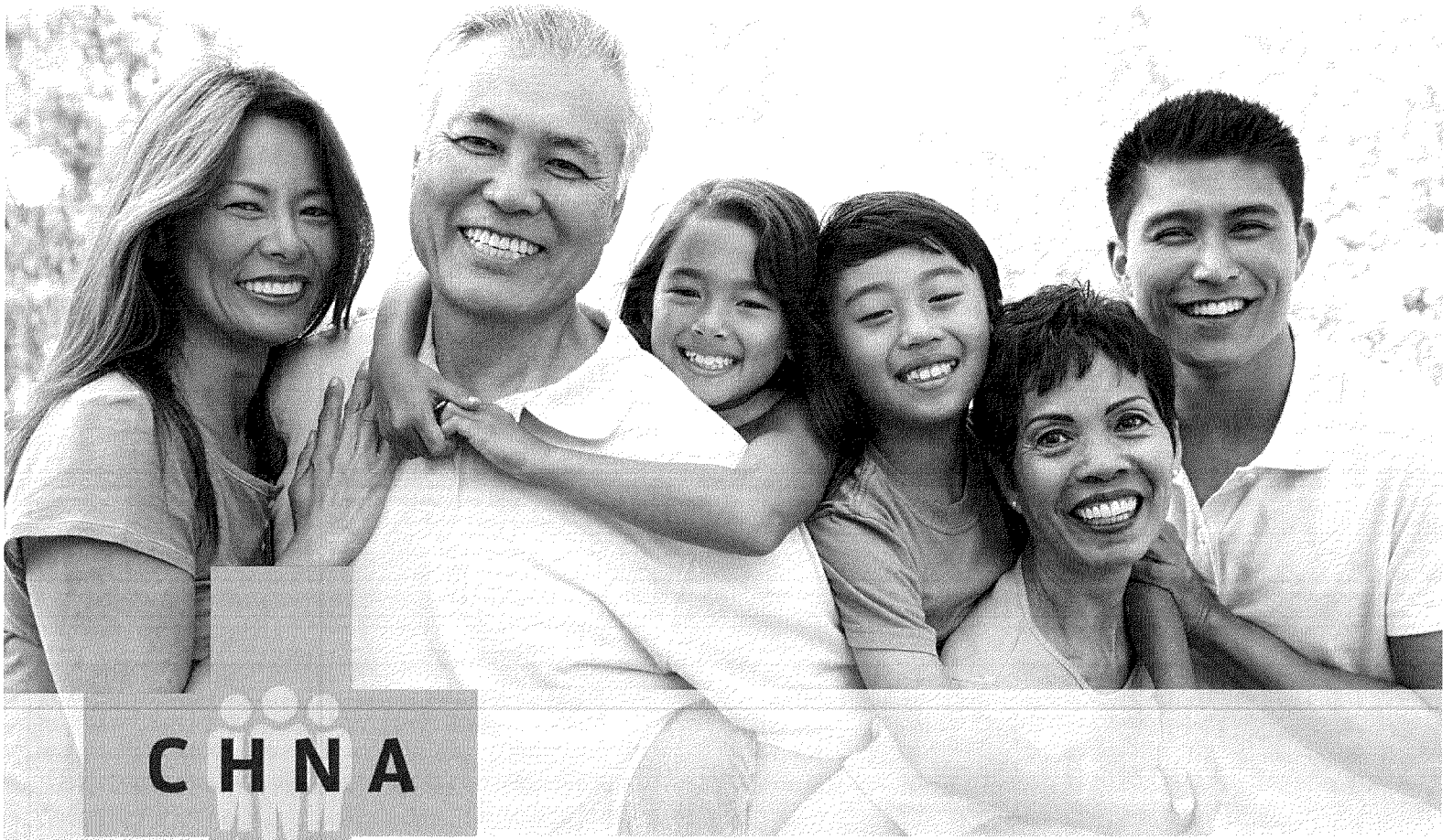
Incidence of Tuberculosis

5-Year Moving Averages, San Mateo County California and National, 1987-2010

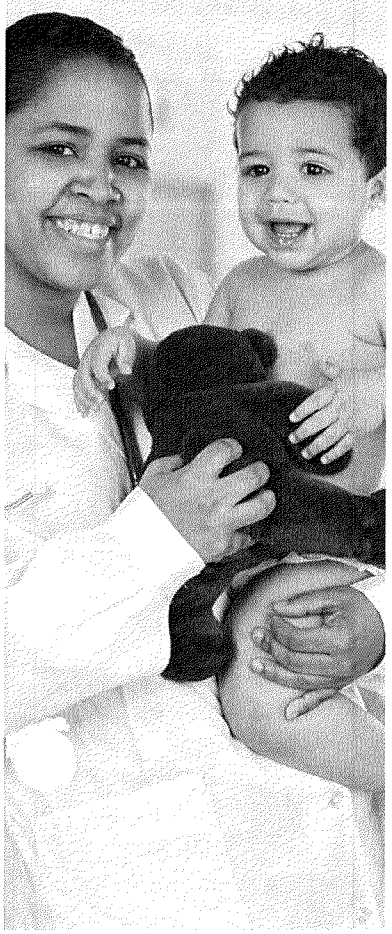


	87-91	88-92	89-93	90-94	91-95	92-96	93-97	94-98	95-99	96-00	97-01	98-02	99-03	00-04	01-05	02-06	03-07	04-08	05-09	06-10
5-yr average SMC	10.4	10.8	11.6	12.3	12.6	12.5	12.7	12.7	12.3	11.1	10.5	9.8	8.8	8.7	9.2	9.3	9.9	10.1	10.3	10.0
5-yr average CA	14.7	15.6	16.4	16.6	16.3	15.5	14.5	13.6	12.6	11.6	10.9	10.2	9.6	9.1	8.8	8.3	7.9	7.5	7.2	6.8
5-yr average National	9.7	10	10.1	10.1	9.8	9.3	8.7	8.1	7.5	6.9	6.4	6.0	5.8	5.3	5.1	4.9	4.8	4.6	4.4	4.1

Source: • Report Verified Cases of Tuberculosis (RVCT) 1985-2010; CDC Morbidity and Mortality Weekly Report; Report on Tuberculosis in California, 2010
Notes: • Rates are unadjusted. New cases (bars) represent number of new cases in the last year of the five year period.



CHNA



2016 COMMUNITY HEALTH NEEDS ASSESSMENT

Implementation Strategy Report — FY2017-19
Community Benefit Report — FY2016
Community Benefit Plan — FY 2017

Seton Medical Center
Seton Coastside
A Part of Verity Health
Together in Health

CHNA

2016 COMMUNITY HEALTH NEEDS ASSESSMENT

Implementation Strategy Report — FY2017-2019
Community Benefit Report — FY2016
Community Benefit Plan — FY 2017

Seton Medical Center
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Together in Health

ASR
APPLIED SURVEY RESEARCH

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Purpose of This Implementation Report

Seton Medical Center (Seton) conducted a Community Health Needs Assessment (CHNA) in 2015-2016 to meet the federal requirements of the Patient Protection and Affordable Care Act (ACA), and to inform Seton's investments into the health of its service area in the northern and coastal regions of North San Mateo County (SMC). The CHNA was approved by Seton Medical Center's Board of Directors on June 14, 2016, and in accordance with federal requirements, it is widely available to the public on Seton's website at https://seton.verity.org/about-us/community-benefit.

In this Implementation Report, Seton describes the strategies and resources used to tackle the highest priority health needs in our service area, as identified through the CHNA process. As such, this plan fulfills federal Internal Revenue Service (IRS) requirements that non-profit hospitals prepare a written plan at least once every three years that addresses each of the community health needs that were identified through the CHNA. It is also intended to fulfill requirements of the Office of Statewide Health Planning and Development (OHSPD) that private, non-profit hospitals like Seton Medical Center complete an annual community benefit report.

About Our Hospital

Seton Medical Center

Seton Medical Center has been serving the health care needs of San Francisco and northern San Mateo County since its founding as Mary's Help Hospital in 1893. The current hospital was built in 1965 and stands on a 33-acre campus.

Today, Seton Medical Center continues the tradition of patient-centric, quality health care to our entire community. Recognized for its stroke treatment, cardio-vascular excellence, including STEMI certification, Seton offers a comprehensive range of medical specialties on both an inpatient and outpatient basis, as well as emergency services.

Seton has a long tradition and a deep commitment to providing quality care to the communities we serve.

Seton Coastside

Seton Coastside provides skilled nursing care to 116 inpatient residents year-round, in addition to meeting the healthcare needs of our patients, and the surrounding coastal community. Our dedicated staff of interdisciplinary healthcare team professionals, provide excellent, and comprehensive healthcare. Seton Coastside operates the only 24-hour standby Emergency Department from Daly City to Santa Cruz, which is well-equipped and staffed to serve the needs of our community.

Our key medical services include physical, occupational and speech therapies, radiology, mammography and laboratory.

Description of Community Served

Seton Medical Center's service area includes, but is not limited to, the cities of South San Francisco, Daly City, Colma, Brisbane, San Bruno, Pacifica, Montara, Moss Beach, Half Moon Bay and certain areas of San Francisco. Seton serves the North County/Coastal service area in which the U.S. Census counted a population of 284,838 in 2013. Fewer than one quarter (20%) of the residents in service area are under the age of 18, while one third (37%) are between the ages of 18 and 44. Fourteen percent are 65 years or older. The North County/Coastal service area cities have a diverse race/ethnic profile. The two largest racial subpopulations in the service area are White (41%) and Asian (39%). Across all racial groups, more than a quarter (26%) reported being of Hispanic/ Latino descent (the US Census Bureau does not consider Hispanic/ Latino to be a racial category). Data also indicate that nearly 8% of residents in the service area are living in poverty (100% of Federal Poverty Level, or FPL), similar to the proportion across San Mateo County as a whole. Nearly one in five North County/Coastal service area residents (19%) live below 200% of the FPL, and more than two in five (44%) households are overburdened by housing costs (i.e., housing costs exceed 30% of total household income).

Top Community Health Needs in 2016

Seton conducted the Community Health Needs Assessment in partnership with the Healthy Community Collaborative of San Mateo County (HCC), which consists of representatives from nonprofit hospitals, the County Health Department and Human Services, public agencies, and community-based organizations. The HCC was formed to identify and address the shared health needs of the community. The goals of the 2016 CHNA were to provide insight into the health of the community, prioritize local health needs, and identify areas for improvement.

Process to Gather Community Health Needs Assessment Data

To gather information for its local planning needs and to meet state and federal mandates, Seton took a comprehensive approach to complete the 2016 CHNA. A full description of the process, including information about respondents consulted and specific health data, can be found on Seton's website at https://seton.verity.org/about-us/community-benefit. The following presents a summary of the planning process.

For the purposes of this assessment, Seton did not limit the definition of "community health" to traditional measures of health. In addition to the indicators about physical health of the county's residents, the assessment included indicators related to the broader social and environmental determinants of health, such as access to healthcare, technology, affordable housing, childcare, education, and employment. This definition reflects Seton's view that many factors impact community health, which in turn cannot be addressed without wider consideration of those factors.

To assess community health trends, Seton partnered with Applied Survey Research (ASR) to obtain secondary data from a variety of sources, including the US Census Bureau, American Community Survey, California Health Interview Survey, and San Mateo County's 2013 Health & Quality of Life Survey. ASR also obtained primary data through direct community input: (a) key informant interviews with local

health experts, (b) focus groups with community leaders and representatives, and (c) resident focus groups. These discussions sought to answer two primary questions:

- What are the top or "priority" health needs in the community that are not being well-met now (compared to 2013)?
- What are the issues around access to healthcare and how has the ACA impacted access to healthcare for the community?

To gauge the relative priority of various health needs, ASR asked focus group members to generate a list of pressing health needs and then vote on those they felt were top priority, while interviewers asked key informants to list their community's priority needs. ASR then tabulated how many focus groups prioritized each health need and how many key informants described each health need as a priority.

In the fall of 2015, ASR synthesized primary qualitative research and secondary data to create a list of health needs for Seton, and then filtered them against a set of criteria to reveal those that could be considered top health needs. To qualify as a top health need, each had to meet the following criteria:

1. Meeting the definition of a "health need," which is a poor health outcome and its associated risk(s), or a risk that may lead to a poor health outcome,
2. Missing a state or national (Healthy People 2020) benchmark, and
3. Being supported by more than one source of data.

Top Health Needs

The 16 community health needs identified through the CHNA process are described below, in order of prioritization.

1. **Obesity/Diabetes (including fitness, nutrition).** There is a higher rate of diabetes among adults in the county compared to the HP2020 target. Blacks and low-income county residents disproportionately report having been diagnosed with diabetes. Diabetes is the eighth leading cause of death in the county. The rate of youth who are overweight in the North County/Coastal service area is higher in the county compared to California. Childhood obesity disproportionately affects Latino and Black children in the county. The percentage of county adults who exhibit healthy behaviors has dropped over time.
2. **Access & Delivery.** Latino residents and residents of "some other race" in the North County/Coastal service area are more likely to be uninsured than state residents. The proportion of county residents who report visiting a doctor for a routine checkup has been trending downward. Providers reported that more individuals are enrolled in health insurance, although they continue to use the ER or community clinics. Community members indicated that patients need help navigating the healthcare system.
3. **Behavioral Health.** The percentage of North County/Coastal service area adults who self-report excessive consumption of alcohol is higher than the state. In SMC, the percentage of adults who report mental and emotional problems is rising, and binge drinking among young adult males is trending up. In addition, suicide is one of the top 10 leading causes of death in the county. Community members expressed concern about a lack of resources, and youth focus group

participants in South San Francisco indicated that substance abuse is a more pressing issue in their community than any other health need. The stigma associated with behavioral health continues to exist.

4. **Heart Disease & Stroke.** Mortality rates for heart disease and stroke in the North County/Coastal service area are higher than HP2020 targets. Diseases of the heart are the leading cause of death in the county, and stroke is the fourth leading cause of death. Rising percentages of county adults report high cholesterol.
5. **Cancer.** Rates of breast cancer incidence and prostate cancer incidence in the North County/Coastal service area are higher than the state. In addition, the rate of colorectal cancer incidence in the North County/Coastal service area is higher than the Healthy People 2020 (HP2020) target. Certain ethnic groups (i.e., Blacks and Whites) in the service area are most affected by cancer and have incidence rates that fail or equal the state or HP2020 target. Cancer is the second leading cause of death in the county.
6. **Respiratory Conditions.** Adult asthma prevalence among adults in the North County/Coastal service area is higher than the state and in SMC has increased substantially over time. Respiratory conditions are the fifth leading cause of death in the county. Community members expressed concern about asthma, naming drivers of the disease such as mold and mildew, airborne particles, secondhand smoke, and smog from traffic.
7. **Economic Security (income, housing).** Ethnic disparities are seen in poverty and educational attainment, a major driver of economic security. Low-income county residents have poorer access to basic needs and have more trouble affording healthcare costs than those residents with higher incomes. Housing is less affordable in SMC than in the rest of the Bay Area, and housing prices are again on the rise.
8. **Oral & Dental Health.** The percentage of county adults who report having visited a dentist for a routine checkup in the past year has decreased from 1998 to 2013, and the percentage of adults in the county who lack dental insurance has increased. Low-income residents are disproportionately affected.
9. **Communicable Diseases (not STIs).** There has been a rise in the incidence rate of tuberculosis in the county over the past decade, and it remains higher than the state average. Pneumonia and influenza combined comprise the seventh leading cause of death in the county. Incidence rates of chlamydia, gonorrhea, and syphilis in the county are rising. New cases of gonorrhea, syphilis, and HIV in the county disproportionately occur among men who have sex with men (MSM).
10. **Violence & Abuse.** Although by almost all statistical measures, violence, crime, and abuse are trending down in the county, community perceptions have not changed over time. The rate of child abuse among Black families in the county is much higher than the state rate. In addition, human trafficking is an emerging issue in the county.
11. **Transportation & Traffic.** The total number of road miles per acre of land (road network density) in the North County/Coastal service area is higher than the county and state overall. Most residents drive to work alone rather than carpooling, taking public transit, or using another mode of transportation. Total vehicle miles of travel in the county have been rising and

correlate with motor vehicle crashes and vehicle exhaust, a factor in poor health outcomes. A lack of transportation disproportionately affects low-income, less-educated, Latino, and Black respondents.

12. **Alzheimer's.** The proportion of older adult residents is increasing in SMC, and the mortality rate from Alzheimer's is higher in SMC compared to California. Alzheimer's disease is the third leading cause of death in the county.
13. **Air Quality/Climate Change.** SMC is among the top U.S. metropolitan areas with the highest short-term particle pollution and one of the areas most polluted by ground-level ozone. Poor air quality can aggravate asthma and other respiratory conditions, while high levels of ground-level ozone can damage plants and ecosystems on which human health depends. Finally, SMC will be the California county most affected by rising sea level.[1]
14. **Unintentional Injuries (Falls).** The community expressed concerned about older adults who are injured due to falls, especially because of the county's increasing proportion of older adult residents. The county's rate of adult deaths due to drowning is higher than the state's rate. Deaths from pedestrian and motor vehicle accidents in the county show ethnic disparities.
15. **Birth Outcomes.** Birth outcomes data for SMC are generally good, but disparities exist based on ethnicity. For example, Black and Asian/Pacific Islander women are more likely to have low birthweight babies (15% and 9%) than women of other ethnicities in the county (between 5% and 8%). Black women in the county also disproportionately experience pre-term births and infant mortality compared to county residents overall.
16. **Arthritis.** The adult arthritis prevalence rate in SMC is slightly higher than the state average, and the county has an increasing proportion of older adult residents.

[1] Heberger, Matthew, et al. The Impacts of Sea-Level Rise on the California Coast. Berkeley, CA: California Climate Change Center, 2009. Accessed May 17, 2016. http://pacinst.org/wp-content/uploads/sites/21/2014/04/sea-level-rise.pdf.

2016 – 2018 Implementation Plan

In this Implementation Plan, Seton describes the strategies and resources used to tackle the highest priority health needs in our service area, as identified through the CHNA process.

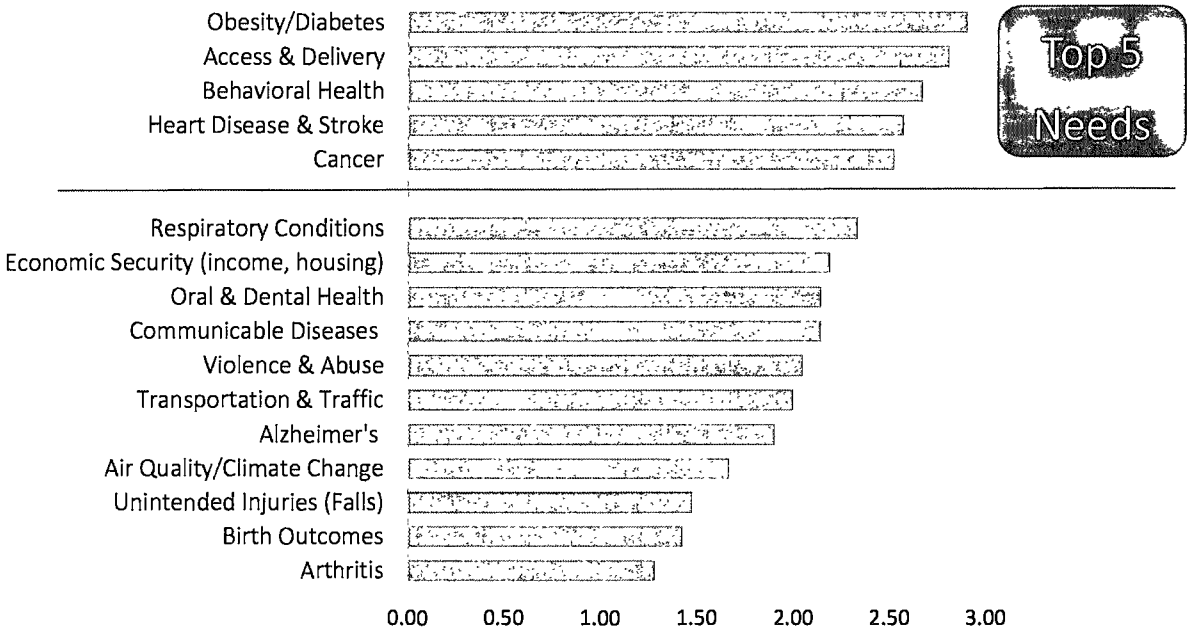
Method for Prioritizing and Selecting Health Needs

The entity charged with reviewing and prioritizing health needs was Seton's Community Benefit Advisory Committee, which consists of the following health experts.

1. President and CEO, Seton Medical Center
2. Medical Directors, Radiation Oncology and Radiology, Seton Medical Center
3. Chief Operating Officer/Chief Nursing Officer, Seton Medical Center
4. Representative from American Cancer Society
5. Consultant who oversees the accreditation with the American College of Surgeons
6. Stroke STEMI Coordinator, Seton Medical Center
7. Director, Radiology, Seton Medical Center
8. Nurse Manager, Oncology Services, Seton Medical Center
9. Director, Business Development, Seton Medical Center
10. Financial Analyst, Seton Medical Center
11. Chaplain, Seton Medical Center

In May 2016, the Community Benefit Advisory Committee received a presentation of the data related to each of the 16 health needs found by the CHNA. Next, they scored each health need using three criteria: 1) Community's prioritization of the need (number of times it was mentioned in focus groups or key informant interviews), 2) Seton Medical Center's capacity to address the need, and 3) Expert's prioritization of the need. For each health need, each of the three criteria was scored on a 1-3 scale, with 3 being highest and 1 one being lowest. The following presents the results of the list of health needs in Seton's service area, in rank order of priority.

Top 16 Community Heath needs, in Rank-order of Priority for Seton Medical Center



Priority Needs to be Addressed: Programs, Resources, and Anticipated Impact

Seton will address the top five prioritized needs listed above:

1. Obesity/Diabetes (including fitness, nutrition)
2. Access & Delivery
3. Behavioral Health
4. Heart Disease & Stroke
5. Cancer

The table below summarizes Seton's 2016 community benefit report and 2016-2018 implementation strategy for addressing the five prioritized health needs:

- Seton's actions to address priority need
- Anticipated Impacts of the actions
- Community Benefit categories, coded as follows:
  - Benefits for vulnerable populations, or "VP"
  - Benefits for the broader community, or "BC"
  - Health research, education, and training program, or "HRET"
  - Non-quantifiable benefits, or "NQB"
- Collaborating partners, if applicable
- Results achieved: The number of individuals who benefit from the actions and services provided
- Resources: The approximate economic value of fiscal resources committed each year.

Priority Need and Seton's Actions	Anticipated Impact of the actions	Comm Benef. category (ies)	Partners, if applicable	Results Achieved FY 2015-2016 Actual	Results Achieved FY 2016-2017 Planned	Results Achieved FY 2017-2018 Planned	Resources FY 2015-2016 Actual	Resources FY 2016-2017 Planned	Resources FY 2017-2018 Planned
1. Obesity/Diabetes (including fitness, nutrition)									
Seton's Diabetes Screening and Education Program	Provide early detection, prevention, screening, education, management, and support services improves outcomes and reduces complications for diabetics and pre-diabetics.	VP		Number served: 1,125			$86,795	$55,000	$55,000
2. Access & Delivery									
RotaCare DalyCity	Provide access to urgent care for the uninsured improves health outcomes and reduces emergency department visits	VP		Number served: In-Kind Services			In Kind Services	$25,500 cash grant for operations	$25,500 cash grant for operations
RotaCare Coastside	Provide access to urgent care for the uninsured improves health outcomes and reduces emergency department visits	VP		Number served: In-Kind Services				$10,000	$10,000
Clinic By The Bay	Provide access to comprehensive primary care for the uninsured improves health outcomes and reduces emergency department visits	VP		Number served: In-Kind Services			In-Kind Services	$10,000 for operations plus in-kind services	$10,000 for operations plus in-kind services
Seton's Health Benefit Resource Center	Provide information and referral service to link families to government-sponsored health benefits and social services, including Medi-Cal, Food Bank and Cal Fresh. The uninsured and	BC	Medi-Cal, CalFresh, county agencies	Number served: 1,895			$77,205	$100,000	$100,000

Priority Need and Seton's Actions	Anticipated Impact of the actions	Comm Benef. category (ies)	Partners, if applicable	Results Achieved			Resources		
				FY 2015-2016 Actual	FY 2016-2017 Planned	FY 2017-2018 Planned	FY 2015-2016 Actual	FY 2016-2017 Planned	FY 2017-2018 Planned
	underinsured enroll in health insurance and have other basic needs met								
Seton's shuttle service *(offset with $75Kgrant by county)	Provide transportation to/from hospital to BART for North County residents, thus increasing access to health services	BC	SamTrans	Number served: Apprixmately 400+			$69,889	$40,000	$40,000
3. Behavioral Health									
GeroPsych	To Be Determined	VP							
Coastside SNF-DPU	To Be Determined	VP							
4. Heart disease and stroke									
Cardiac and Pulmonary Rehabilitation Program	Provide education, awareness, and rehabilitation services	BC		Number served: N/A			0	$250,000	$250,000
Blood Pressure Screenings and Community Health Education and Outreach: WalkAboutTalkAbout	Provide screening services to isolated community members	BC		Number served: 2,960			$39,480	$35,000	$35,000
5. Cancer									
Clinical Education Activity	To Be Determined	BC		Number served: N/A			Event held	TBD	TBD
Cancer Support Group	To Be Determined	VP		Number served: Approximately 100			Meeting room space	Meeting room space	Meeting room space
6. All of the Areas Above									
Annual Community Health Fair	Conduct outreach to increase health awareness	BC	Fire and Police Department,	Number served: N/A			$0	$75,000	$75,000

Priority Need and Seton's Actions	Anticipated Impact of the actions	Comm Benef. category (ies)	Partners, If applicable	Results Achieved FY 2015-2016 Actual	Results Achieved FY 2016-2017 Planned	Results Achieved FY 2017-2018 Planned	Resources FY 2015-2016 Actual	Resources FY 2016-2017 Planned	Resources FY 2017-2018 Planned
	and education in all 5 priority needs for the general population		Ambulance Companies, American Cancer, Pacifica Stroke, other CBOs						
Community Lecture Series	Increase community awareness and education on specific health topics	BC		Number served: N/A			$0	$35,000	$35,000
Free meeting space for community groups	Contribute to the outcomes of the supported groups	BC		Number served: N/A			$0	$10,000	$10,000
Small Grants ranging from $2,000 to $10,000 were made to 37 non-profit agencies providing health, social, and educational services in the SMC service area		VP BC		Number served: N/A			$218,747	see below	see below
Program Administration costs							**$8,098**	**$10,000**	**$10,000**
Estimated Total							**$500,214**	**$635,500**	**$625,500**
Goal							**$431,887**	**$794,324**	**$794,324**
Shortfall								**($158,824)**	**($168,824)**

In addition, the following grants may also be made:

- ALLICE – Intimate and domestic violence prevention and awareness
- Caritas – Camp for low-income youth in San Mateo County
- Coastside Adult Day Health Center – Support for seniors in the Coastside community
- Daly City Youth Health Center – Health and wellness for youth in North County
- Daly City Food Pantry — Second Harvest Food Bank- food for low-income and underserved
- Gifts of Love – Hospice care for homeless
- Holy Child/St. Martin Church – Support for health clinics and
- Latina Breast Cancer Agency – Wellness and prevention support for those served
- Pacific Stroke Association – Stroke awareness and education
- Peninsula Family Services – Support for those in need of housing and other services
- Others to be determined

Mechanisms to Evaluate the Plan

The table presented above will be used to and report the status of actions toward each of Seton's selected health needs. Seton staff will gather the requisite data as programs are implemented. Where needed, Seton will use community conversations and dialogues to solicit the views of the community with respect to the quality of services, or barriers to services.

Priority Needs That Will Not be Addressed, and Reasons

The Community Benefit Advisory Council reviewed the 16 health needs and scored the 11 needs below as being of lower priority, considering the criteria of community resident priority, Seton's ability to address, and local health experts' view of urgency:

- Respiratory Conditions
- Economic Security (income, housing)
- Oral & Dental Health
- Communicable Diseases
- Violence & Abuse
- Transportation & Traffic
- Alzheimer's
- Air Quality/Climate Change
- Unintended Injuries (Falls)
- Birth Outcomes
- Arthritis

Attachments

2016 Community Health Needs Assessment (CHNA): https://seton.verity.org/about-us/community-benefit.

Notice of Proposed Submission and Request for Consent by:

SETON MEDICAL CENTER, ST. FRANCIS MEDICAL CENTER, AND ST. VINCENT MEDICAL CENTER

in Connection with its Asset Purchase Agreement

with

STRATEGIC GLOBAL MANAGEMENT, INC.

NELSON HARDIMAN
HEALTHCARE LAWYERS

Prepared for the Office of the Attorney General

California Department of Justice
Charitable Trusts Division

May 7, 2019

Binder 8 of 13

Title 11, California Code of Regulations, § 999.5(d)(5)(A)

Exhibit 2

ST. FRANCIS MEDICAL CENTER
our mission is life

St. Francis Medical Center

Community Health Needs Assessment 2013

Member of Daughters of Charity Health System

Humanus Research and Evaluation

SFMC Community Health Needs Assessment 2013

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An Overview

Established in 1945, St. Francis Medical Center of Lynwood (SFMC) is the only comprehensive, non-profit health care institution serving Southeast Los Angeles. The Medical Center provides a full range of diagnostic and treatment services for 700,000 adults and 300,000 children who depend on SFMC for high quality and compassionate medical care. SFMC is committed to respecting the dignity of each patient and to caring for the whole person – body, mind and spirit.

Our Mission and Values

SFMC is a member of the Daughters of Charity Health System. The Mission of SFMC reflects the guiding principle of the Daughters of Charity – caring for those who are sick and underserved.

SFMC fulfills its Mission by living out the Vincentian Values:

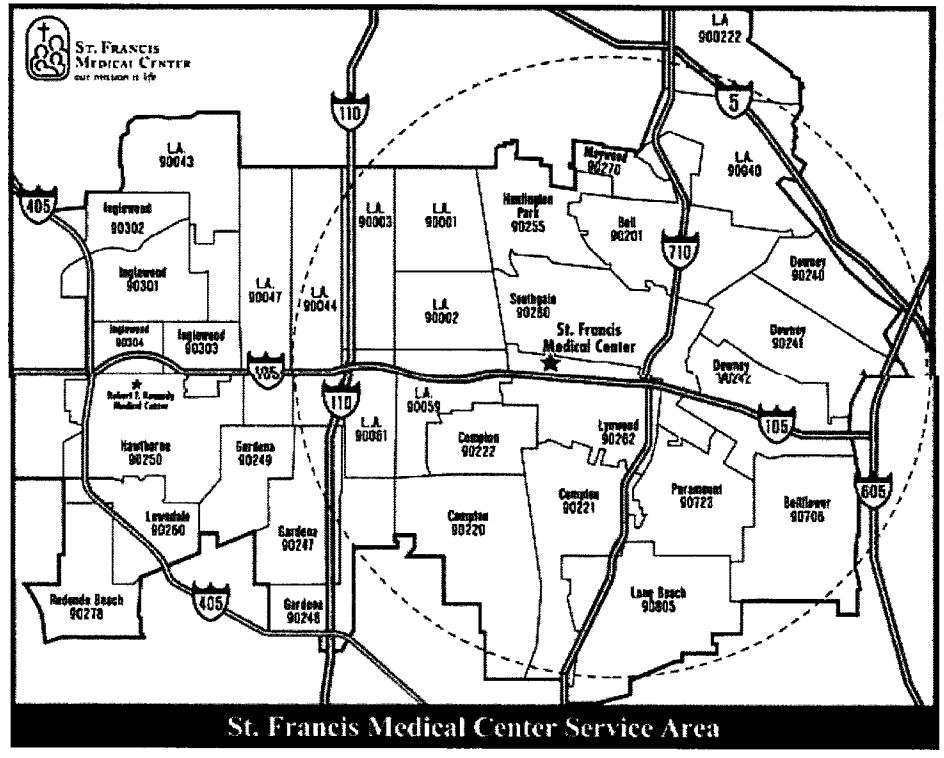
- **Respect**
- **Compassionate Service**
- **Simplicity**
- **Advocacy for the Poor**
- **Inventiveness to Infinity**

In the spirit of our founders, St. Vincent de Paul, St. Louise de Marillac, and St. Elizabeth Ann Seton, the Daughters of Charity Health System is committed to serving the sick and the poor. With Jesus Christ as our model, we advance and strengthen the healing mission of the Catholic Church by providing comprehensive, excellent health care that is compassionate and attentive to the whole person: *body, mind and spirit*. We promote healthy families, responsible stewardship of the environment, and a just society through value-based relationships and community-based collaboration.

SFMC's Service Area

SFMC provides quality medical care, educational programs and support services to the 1,000,000 residents of communities in Southeast Los Angeles County including Lynwood, South Gate, Downey, Huntington Park, Bell, Cudahy, Paramount, Bell Gardens, Long Beach, Maywood and Compton.

The patients of SFMC, located in Lynwood, California, generally live within a 5-mile area between the 110 Freeway on the West, the 605 Freeway on the East, the 91 Freeway on the South and the Alameda Corridor on the North.



Our Health Care Services

The Medical Center operates a 384-bed acute care hospital, with five community-based health clinics, and one of the largest and busiest private emergency trauma centers in Los Angeles County. We offer a full range of diagnostic and treatment services provided by more than 2,000 associates and 350 affiliated physicians. The Family Life Center is supported by a Neonatal Intensive Care Unit and Pediatric Health Unit. Our Center for Heart and Vascular Medicine offers a full range of imaging services including state-of-the-art CT Angiography. In addition, we have specialized centers for Women's Imaging, Behavioral Health, and Wound Care.

Community service programs include a Children's Counseling Center, Health Benefits Resource Center, Casa de Esperanza transitional housing, "Footprints" shoes and clothing for families, and numerous senior wellness and youth mentoring programs. Healthy Community Initiatives bring screenings, immunizations, and health education though its mobile unit to more than 15,000 adults and children annually, and Vida Sana "Healthy Life" provides nutrition, stress-reduction, fitness, and healthy lifestyle sessions that target heart health, obesity, and diabetes through local church collaborations. **SFMC's wide array of specialized services include:**

24-hour Emergency Services and Trauma Center
Approved for Emergency Pediatric Care
Base Station for L.A. County Mobile Intensive Care Squads
Helipad for Emergency Air Transport
Maternal, Child and Family Health Clinics
- -Located in Lynwood, Compton, Huntington Park, Downey

Heart and Vascular Center
- -Cardiovascular, Endovascular and Open Heart Surgery
- -Coronary Care Unit
- -Pacemaker Clinic
- -2 Cardiac Catheterization Labs
- -3 Interventional Labs

Inpatient and Outpatient Cancer Care Center
Family Life Center
- -Obstetrics, Gynecology, Labor and Delivery
- -Neonatal Intensive Care
- -Perinatal Diagnostic Services
- -Pediatrics

Diagnostic & Therapeutic Radiology
- -CT Scan
- -MRI/MRA
- -Ultrasound
- -3D Mammography
- -Fluoroscopy
- -Nuclear Medicine
- -Radiation Therapy
- -Interventional Radiology

36-bed Intensive Care Unit
Outpatient Ambulatory Care Services
Acute Renal Dialysis
Cardiopulmonary Laboratory
Physical, Occupational and Speech Therapy
Skilled Nursing Facility
Behavioral Health Unit
Children's Counseling Center
Social Services
Spiritual Care Services
Patient Advocacy
Healthy Community Initiatives
Health Benefits Resource Center
Wound Care Center
Women's Imaging Center

Ensuring Health Care Access

As a member of the Daughters of Charity Health System, the Mission of SFMC reflects the guiding principal of the Daughters of Charity – serving the sick poor. The medical center's operating policy of providing health care for all ill and injured persons, regardless of their ability to pay, has resulted in it being designated by the federal government as a health care institution that serves "a disproportionate share of the medically indigent."

SFMC ranks among the top 10 percent of institutions in this country that serve the medically indigent. It is of note that approximately 80 percent of SFMC's reimbursements for service are derived from Medi-Cal, Medicare, and L.A. County.

Community Health Needs Assessment and Our Strategic Plan

The Community Needs Assessment is an integral part of the Medical Center's Strategic Planning process, which is managed by the Medical Center's Management Council. All strategic planning, budgeting and programming processes are focused on assuring productive use of medical center resources to respond to the changing needs of our community.

The results of the Needs Assessment are integrated into the Medical Center's long-range planning activity, as well as program specific planning. During the annual update of the Medical Center's strategic plan, data derived from the Community Needs Assessment is integrated with the external environment analysis and the organizational analysis. Additional input and information are gathered both informally and through community meetings with stakeholders and community representatives.

The data presented in the Community Health Needs Assessment and the subsequent analysis and prioritization of community needs form the foundation for SFMC's Community Benefit Plan and corresponding programs. St. Francis Medical Center's Board of Directors reviews and gives final approval of SFMC's Community Benefit Plan.

Responding to the Needs of Our Community

Providing high quality, compassionate care for adults and children who are poor and underserved is at the heart of SFMC's Mission. SFMC's ultimate goal is to dramatically improve the health of the community. In response to the community's needs, St. Francis Medical Center's Wellness and Healthy Community Initiatives reflect:

- SFMC's core values of Respect, Compassionate Service, Simplicity, Advocacy for the Poor and Inventiveness to Infinity
- A long tradition of creating innovative programs designed to meet community needs
- An unwavering commitment to building a healthier community
- Strong relationships with collaborative partners
- A commitment to utilizing the most advanced technology possible while delivering services in a caring and nurturing manner

Our response requires an understanding of how key social forces, especially economic and social trends, are shaping SFMC's local community. Like most of Southern California, SFMC's service area is part of a dynamic, diverse community. This population presents a wealth of opportunity and also poses significant challenges as we seek to provide effective medical care, educational programs, and social services to residents. Innovation, flexibility, mission focus and strong collaborative relationships are essential to SFMC's efforts to build a healthier community.

A Shared Commitment to Community Wellness

SFMC's Community Benefit Programs are enhanced by a common purpose – both internally and externally – to improve the health of our community. Internal collaboration involves hospital administration, SFMC associates, affiliated physicians, direct service volunteers, leadership volunteers and a cadre of generous donors. Community partners include elected representatives, community organizations, public agencies, churches, public and private schools, local businesses and individuals from throughout SFMC's service area that share SFMC's vision and commitment to wellness.

Through SFMC's Community Benefit Programs we strive to:

Nurture Healthy Children and Families

Foster Self-sufficiency

Enhance Individual & Community Well-being

It is through the Vision and Vincentian Values we embrace with the Daughters of Charity of St. Vincent de Paul, our health care team of physicians, nurses, and staff, and community partners that we are building healthier communities and helping to put within everyone's reach, health, wellness, and wholeness.

How to interpret the data in this report

General Note:

The data in this report should be interpreted cautiously. Although the health indicator data may appear to suggest changes in one particular direction, there are likely several conflicting, demographic processes affecting observed patterns. For example, this report notes that there will be an increasingly elderly (age 65+) population in California over the next decade (2011-2021), at the same time that the state will continue to absorb flows of migration (which are predominantly a young adult population). Because health profiles vary among different age and race groups, health indicator data should be interpreted carefully. Health indicator data should be analyzed in consideration of the state's shifting racial and age dynamics.

Mortality Indicators:

The data for the mortality indicators are compiled from the Los Angeles County Department of Public Health, as well as the California Department of Public Health Assessment & Policy Section/Data Analysis Reporting Unit and can be compared across years to observe trends over time.

Health Indicators:

The data for the health indicators are compiled from the Key Indicator of Health reports from 2002/2003, 2007, 2009 and 2013 as well as from the Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. Due to changes in indicator criteria from one survey to the next these data can not be compared across years. The California data are from the California Health Interview Survey from 2003, 2005, 2007 and 2009.

Demographic Projections:

The data for the population projections are compiled from the U.S. Census Bureau, American Community Survey 2010, Public Use Microdata Sample. The data for the community profiles are compiled from the U.S. Census Bureau, American Community Survey 2007-2011, 5-year estimates.

Focus Groups:

Supplementary data are included throughout this report from the transcripts of four focus groups that were conducted at SFMC on May 17, 2013. The groups were comprised of key stakeholders, service providers and two groups of beneficiaries (one in English and one in Spanish).

How to interpret the data in this report

Focus Groups, cont.

The purpose of the focus groups was to collect qualitative information on health care issues that could elaborate on and enhance information gleaned from secondary data sources. Participants were identified and recruited by SFMC staff. The groups were mixed by age, race/ethnicity, and gender. Sixty-seven individuals participated in four separate focus groups, including:

Beneficiaries – Individuals or family members of individuals who received care or services from SFMC. Separate groups were conducted in English-speaking (N=7) and Spanish-speaking (N=30) beneficiaries, with a moderator fluent in Spanish conducting the latter.

Providers – Physicians, nurses, technicians, and support personnel who provide health care and social services to the community on a daily basis at SFMC and in the community (N=18).

Stakeholders – St. Francis Medical Center Board members, representatives from local elected officials' offices and local chambers of commerce, and community, education, and health care leaders (N=12).

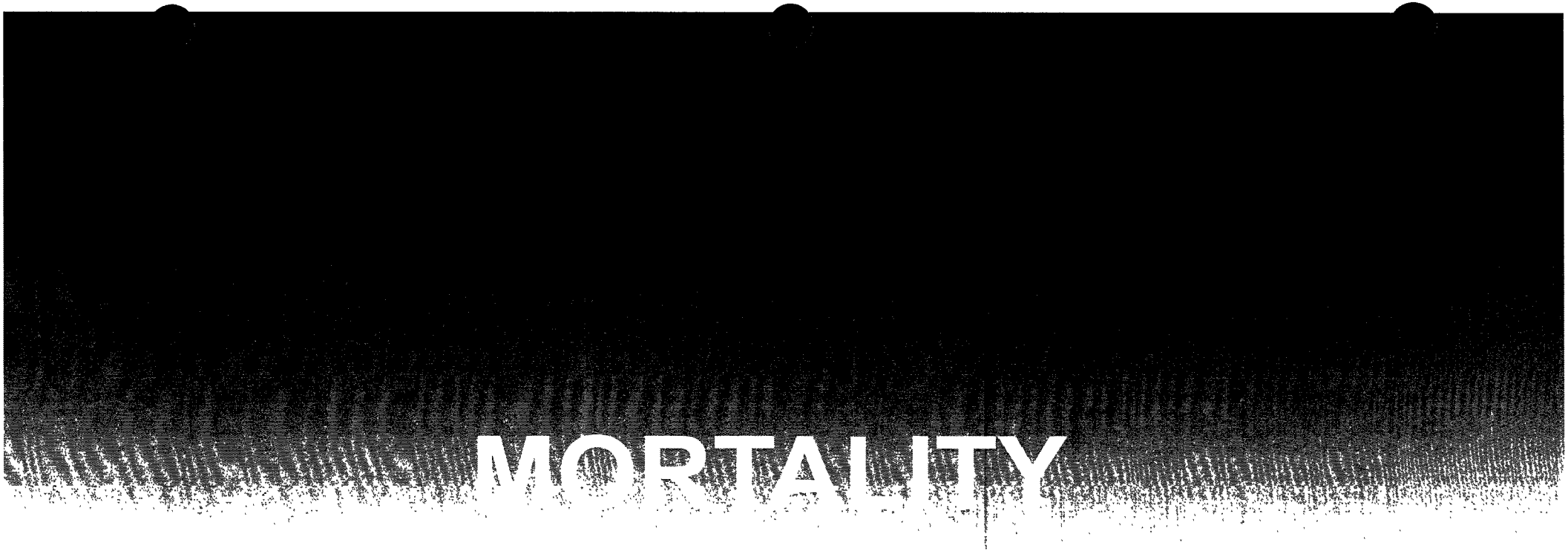
The focus group discussions assessed:

The most important current health care and social concerns in the community that SFMC serves.

Barriers to accessing health care and ways to improve health care access.

Community assets including health care services available in the community and services that support health and wellness.

Personal experiences with SFMC services and perceptions of service quality.



LEADING CAUSE OF DEATH

Mortality LA County

Coronary Heart Disease: In LA County, Coronary heart disease remains the leading cause of death over the decade. In 2009, the highest death rate was among African American men (266 per 100,000), the lowest among Asian/Pacific Islander women (75 per 100,000).

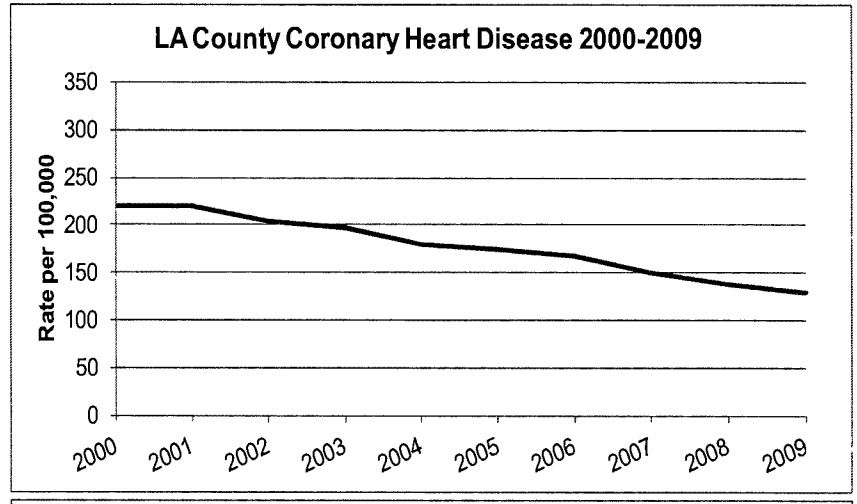
Stroke: Stroke was the second leading cause of death. In 2009, the highest rate was among African Americans (34 per 100,000) but rates have decreased over the last decade.

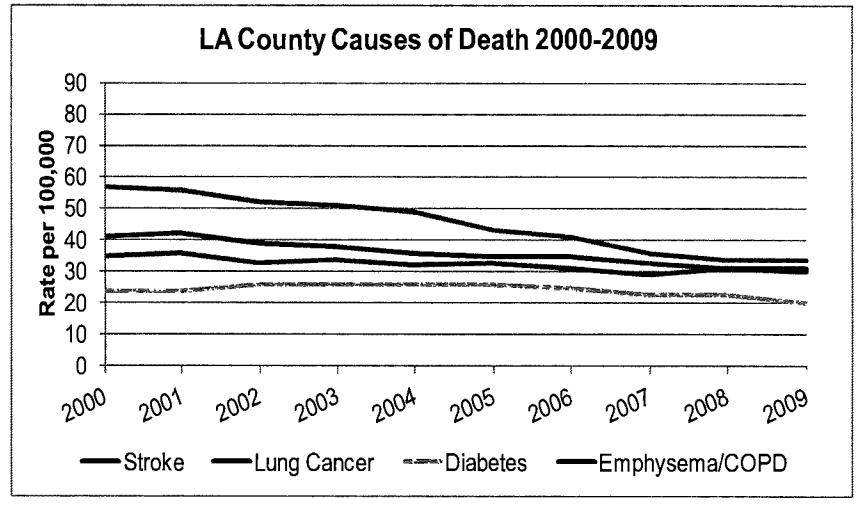
Lung Cancer: Lung cancer was the third leading cause of death. In 2009, the highest rate was among African American men (69 per 100,000), the lowest among Hispanic women (11 per 100,000).

Emphysema: Emphysema/COPD has been the fourth leading cause of death. In 2009, The highest rate was among African American men (54 per 100,000). However, Emphysema/COPD has not been a leading cause of premature death. The median age at death overall is 81 years.

Alzheimer's: Alzheimer's is the fifth leading cause of death in L.A. County, moving up from seventh in 2008. In 2009, the highest rate was among white women (28 per 100,000) and the lowest among Asian/Pacific Islander men (6 per 100,000). The death rate for Alzheimer's has increased 94% over the last 10 years reflecting an aging population and an increased awareness of the disease by the public.

LA County					
Cause of Death	# Deaths	Rank	Cause Premature	Years Life Lost	Rank
Coronary Heart Disease	12,725	1	Coronary Heart Diseas	59,440	1
Stroke	3,301	2	Homicide	31,270	2
Lung Cancer	2,958	3	Motor Vehicle Crash	22,017	3
Emphysema/COPD	2,904	4	Liver Disease	21,515	4
Alzheimers	216	5	Suicide	20,835	5





Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. Mortality in Los Angeles County 2009: Leading causes of death and premature death with trends for 2000 – 2009. October 2012.

Mortality LA County (2000-2010)

LA COUNTY DATA	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	% CHANGE 2000-10 **2005-10
MORTALITY HEALTH INDICATOR *Age-adjusted rates per 100,000	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	
CORONARY HEART DISEASE	231.8	224.5	214.5	186.2	170.4	179.5	169.7	160.9	151.1	140.3	132.8	**-43%**
STROKE	59.7	57.5	55.1	47.7	44.6	46.8	43.3	39.5	36.9	35.0	34.2	**-43%**
CHRONIC LOWER RESPIRATORY DISEASE	*	*	*	*	*	33.8	32.6	32.0	31.8	32.0	31.3	-7%**
LUNG CANCER	41.9	41.3	39.8	37.1	34.7	35.4	34.3	33.4	32.4	31.5	30.9	-26%
ALZHEIMER'S DISEASE	*	*	*	*	*	16.3	16.8	18.1	19.7	21.3	22.4	**38%****
INFLUENZA/PNEUMONIA	*	*	*	*	*	27.3	26.1	25.3	24.1	22.9	21.7	-21%**
DIABETES	24.2	23.9	24.7	23.8	23.9	25.4	25.0	24.2	23.4	22.1	20.8	-14%
PROSTATE CANCER	*	*	*	*	*	22.1	21.2	21.3	20.8	20.9	20.3	-8%**
FEMALE BREAST CANCER	24.2	23.6	22.9	22.2	21.8	22.6	22.1	21.5	20.5	20.8	20.2	-17%
ACCIDENTS (UNINTENTIONAL INJURIES)	22.0	21.8	22.3	23.0	23.3	23.5	23.2	23.0	22.3	21.3	19.8	-10%
COLORECTAL CANCER	*	*	*	*	*	16.2	15.5	14.9	14.5	14.2	13.8	-15%**
CHRONIC LIVER DISEASE AND CIRRHOSIS	*	*	*	*	*	11.1	11.0	11.1	11.1	11.4	11.3	2%**
FIREARM-RELATED DEATHS	*	*	*	*	*	11.9	11.4	10.7	9.8	8.9	8.2	-31%**
SUICIDE	8.0	8.0	7.9	7.8	7.4	7.2	6.9	6.8	7.0	7.2	7.6	-6%
HOMICIDE	9.9	10.4	11.2	10.9	10.8	10.6	10.5	9.7	8.8	7.7	6.9	-30%
DRUG-INDUCED DEATHS	7.8	7.4	7.5	8.2	8.5	8.2	7.9	7.7	7.4	7.2	6.9	-12%
MOTOR VEHICLE CRASH	8.6	8.8	9.1	9.3	9.4	9.7	9.6	9.1	8.6	7.5	6.5	-24%

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.
Mortality LA County Data request provided by John Rudzinskas, RPS1 California Department of Public Health Assessment & Policy Section/Data Analysis Reporting Unit. Indicators are 3-yr. averages, e.g., 2010 mortality indicators are the 2008-2010 average for each indicator.

Mortality SPA 6

Coronary heart disease: In SPA 6, coronary heart disease was the leading cause of death at 178.2 per 100,000, down 35.3% from 2000. Coronary heart disease is also the leading cause of premature death in SPA 6, followed closely by Homicide.

Stroke: Stroke was the second leading cause of death at 45.5 per 100,000 in 2009. From 2000 to 2009, overall rates have decreased 42.8%.

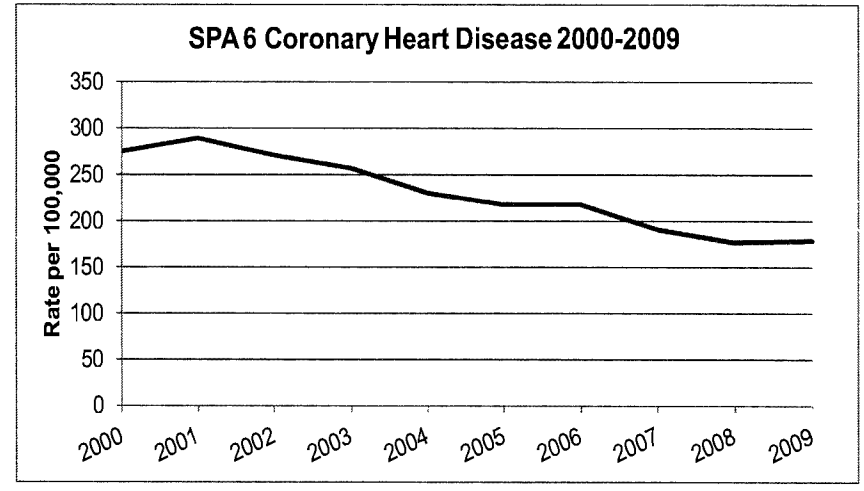
Lung cancer: Lung cancer was the third leading cause of death at 39.9 per 100,00 in 2009. From 2000 to 2009, overall rates per 100,000 have decreased 22.4%.

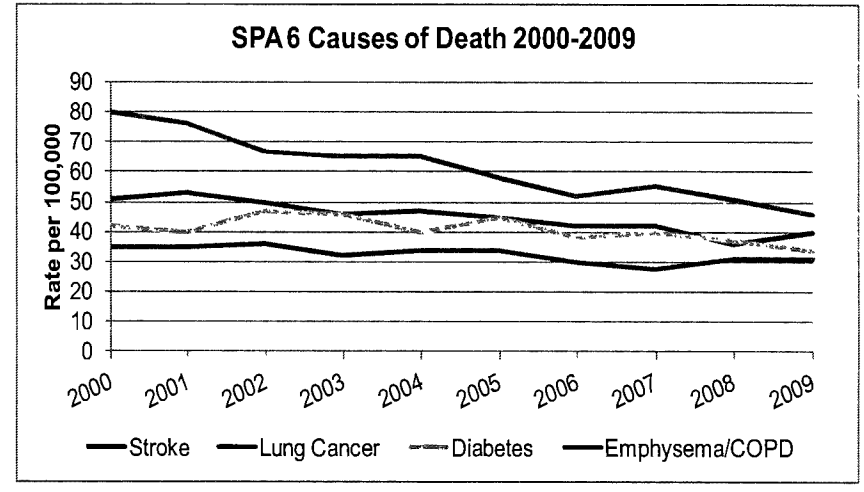
Diabetes: Diabetes was the fourth leading cause of death at 34.1 per 100,000. From 2000 to 2009, overall rates have decreased 18.7%.

Emphysema: Emphysema was the fifth leading cause of death at 31.3 per 100,000 in 2009. From 2000 to 2009, overall rates have decreased 11%.

Alzheimer's: Alzheimer's was the ninth-leading cause of death in 2009 with a rate of 18.3 per 100,000. This was an 88.6% increase from 2000.

SPA 6					
Cause of Death	**# Deaths**	**Rank**	**Cause Premature**	**Years Life Lost**	**Rank**
Coronary Heart Disease	1,271	1	Coronary Heart Diseas	8,926	1
Stroke	323	2	Homicide	8,891	2
Lung Cancer	275	3	Motor Vehicle Crash	3,480	3
Diabetes	247	4	Diabetes	2,661	4
Emphysema/COPD	216	5	Stroke	2,545	5





Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. Mortality in Los Angeles County 2009: Leading causes of death and premature death with trends for 2000 – 2009. October 2012.

Mortality SPA 6 (2000-2009)

SPA 6 DATA	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	% CHANGE 2000-09
MORTALITY HEALTH INDICATOR *Age-adjusted rates per 100,000	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	
CORONARY HEART DISEASE	275.4	289.0	271.0	257.0	230.0	217.8	217.6	191.3	175.8	178.2	-35.3%
STROKE	79.5	76.0	67.0	65.0	65.0	58.2	51.9	55.3	51.1	45.5	**-42.8%**
LUNG CANCER	51.4	53.0	50.0	46.0	47.0	45.5	41.8	42.1	36.0	39.9	-22.4%
DIABETES	41.9	40.0	47.0	46.0	40.0	44.8	37.9	40.1	37.4	34.1	-18.7%
PROSTATE CANCER	*	*	*	35.7	43.0	37.6	34.1	44.2	38.4	39.6	10.9%*
EMPHYSEMA	35.2	35.0	36.0	32.0	34.0	34.4	30.3	27.6	31.4	31.3	-11.0%
BREAST CANCER (FEMALE)	27.0	23.0	24.0	26.0	28.0	28.7	26.8	24.4	24.9	28.5	5.4%
PNEUMONIA/INFLUENZA	38.1	37.0	33.0	30.0	29.0	28.2	31.4	29.4	27.1	24.6	-35.4%
COLORECTAL CANCER	23.2	23.0	22.0	22.0	23.0	20.0	21.4	16.4	18.2	19.8	-14.5%
ALZHEIMER'S	9.7	11.7	10.6	12.8	17.9	16.3	15.8	13.7	18.5	18.3	**88.6%**
HOMICIDE	31.0	32.0	34.0	29.0	32.0	34.1	27.9	21.9	20.8	17.2	**-44.6%**
LIVER DISEASE	17.7	17.0	17.0	15.0	17.0	13.6	15.5	15.9	14.5	16.5	-6.6%
MOTOR VEHICLE CRASH	10.8	13.4	11.7	11.5	11.0	10.2	12.7	12.7	11.9	9.6	-11.4%
DRUG OVERDOSE	6.0	6.0	9.0	7.0	5.0	8.1	5.6	8.2	7.3	8.0	33.8%
HIV	10.9	11.0	10.0	12.0	13.0	8.8	6.8	9.0	9.6	7.1	-34.8%
SUICIDE	5.4	5.0	5.0	4.0	5.0	3.4	4.8	4.0	5.0	3.5	-35.4%

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.

Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. Mortality in Los Angeles County 2009: Leading causes of death and premature death with trends for 2000 – 2009. October 2012.

Mortality SPA 7

Coronary heart disease: In SPA 7, Coronary heart disease was the leading cause of death at 122.3 per 100,000, down 45.5% from 2000. Coronary heart disease is also the leading cause of premature death in SPA 7.

Stroke: Stroke was the second leading cause of death at 33.7 per 100,000 in 2009. From 2000 to 2009, overall rates have decreased 40.8%.

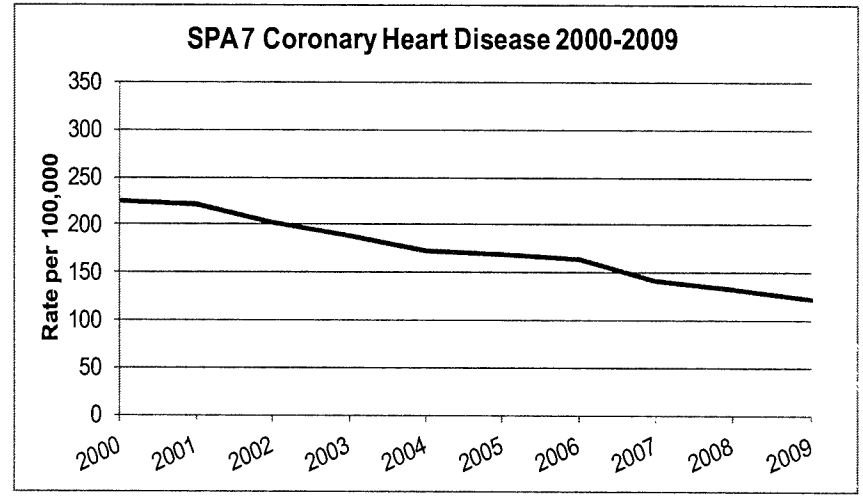
Emphysema: Emphysema was the third leading cause of death at 30.7 per 100,000 in 2009. From 2000 to 2009, overall rates have decreased 20.9%.

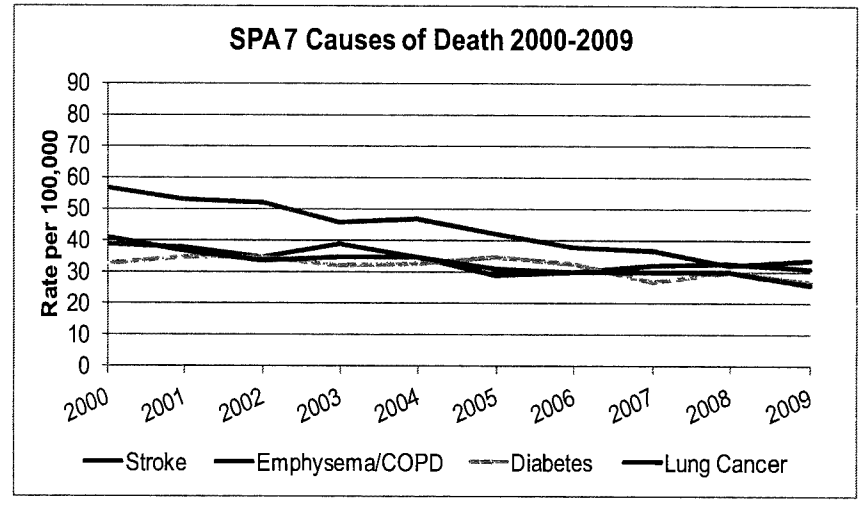
Diabetes: Diabetes was the fourth leading cause of death at 27.5 per 100,000. From 2000 to 2009, overall rates have decreased 16.8%.

Lung cancer: Lung cancer was the fifth leading cause of death at 25.9 per 100,000 in 2009. From 2000 to 2009, overall rates per 100,000 have decreased 37.6%.

Alzheimer's: Alzheimer's was the eighth-leading cause of death in 2009 with a rate of 21 per 100,000. This was a 136% increase from 2000.

SPA 7					
Cause of Death	**# Deaths**	**Rank**	**Cause Premature**	**Years Life Lost**	**Rank**
Coronary Heart Disease	1,488	1	Coronary Heart Diseas	7,235	1
Stroke	411	2	Homicide	4,341	2
Emphysema/COPD	359	3	Liver Disease	3,585	3
Diabetes	323	4	Motor Vehicle Crash	2,831	4
Lung Cancer	300	5	Suicide	2,634	5





Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. Mortality in Los Angeles County 2009: Leading causes of death and premature death with trends for 2000 – 2009. October 2012.

Mortality SPA 7 (2000-2009)

SPA 7 DATA	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	% CHANGE2000-09
MORTALITY HEALTH INDICATOR *Age-adjusted rates per 100,000	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	
CORONARY HEART DISEASE	224.6	222.0	203.0	189.0	172.0	168.9	164.0	141.5	132.9	122.3	**-45.5%**
STROKE	56.9	53.0	52.0	46.0	47.0	42.0	37.5	37.0	31.8	33.7	**-40.8%**
LUNG CANCER	41.5	37.0	34.0	35.0	35.0	31.0	29.9	30.4	30.2	25.9	-37.6%
DIABETES	33.0	35.0	35.0	32.0	33.0	34.8	32.8	27.0	30.0	27.5	-16.8%
EMPHYSEMA	38.8	38.0	35.0	39.5	35.0	29.4	30.2	32.0	32.8	30.7	-20.9%
BREAST CANCER (FEMALE)	20.8	24.0	18.0	24.0	21.0	20.9	18.9	22.1	17.3	23.0	10.3%
PNEUMONIA/INFLUENZA	32.2	29.0	27.0	25.0	25.0	23.2	25.6	20.5	20.8	21.5	-33.2%
COLORECTAL CANCER	17.0	16.0	15.0	15.0	15.0	13.0	14.4	13.7	14.0	12.8	-24.9%
PROSTATE CANCER	*	*	*	21.5	20.6	18.3	19.9	15.7	21.5	20.0	-7.0%*
ALZHEIMER'S	8.9	10.4	9.9	13.3	13.4	13.3	17.2	14.4	19.5	21.0	**136.0%**
HOMICIDE	7.9	8.0	9.0	8.0	7.0	9.0	8.7	7.3	6.7	7.0	-11.6%
LIVER DISEASE	19.3	15.0	17.0	16.0	15.0	15.4	14.0	16.7	16.4	18.5	-4.3%
MOTOR VEHICLE CRASH	7.9	8.0	9.0	8.6	8.0	8.2	8.3	9.2	8.3	6.3	-20.6%
DRUG OVERDOSE	5.0	6.0	5.0	6.0	5.0	4.1	6.0	6.1	4.7	5.3	6.4%
HIV	2.8	4.0	3.0	3.0	3.0	2.9	2.5	2.2	2.1	1.8	-34.3%
SUICIDE	6.8	7.0	6.0	6.0	5.0	5.4	4.4	5.0	5.6	7.1	4.1%

Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. Mortality in Los Angeles County 2009: Leading causes of death and premature death with trends for 2000 – 2009. October 2012.

Mortality SPA 8

Coronary heart disease: In SPA 8, Coronary heart disease was the leading cause of death at 130.8 per 100,000, down 43.1% from 2000. Coronary heart disease is also the leading cause of premature death in SPA 8.

Lung cancer: Lung cancer was the second leading cause of death at 36.1 per 100,000 in 2009. From 2000 to 2009, overall rates per 100,000 have decreased 22.3%.

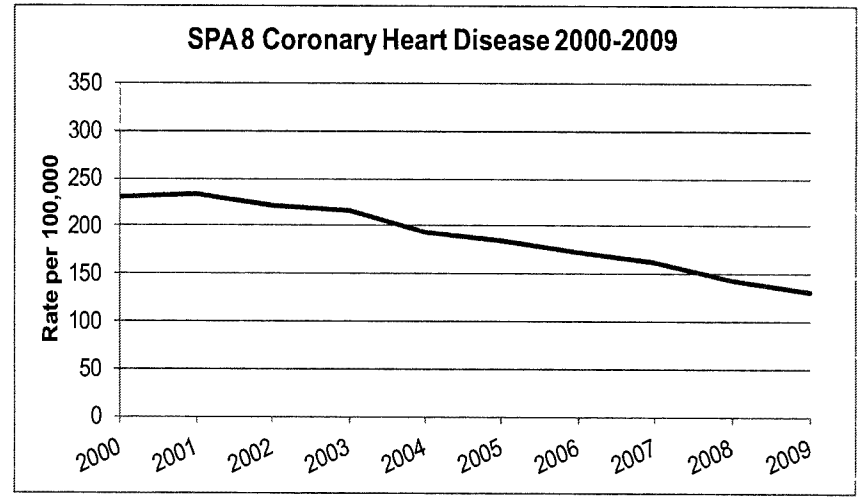
Stroke: Stroke was the third leading cause of death at 33.4 per 100,000 in 2009. From 2000 to 2009, overall rates have decreased 47%.

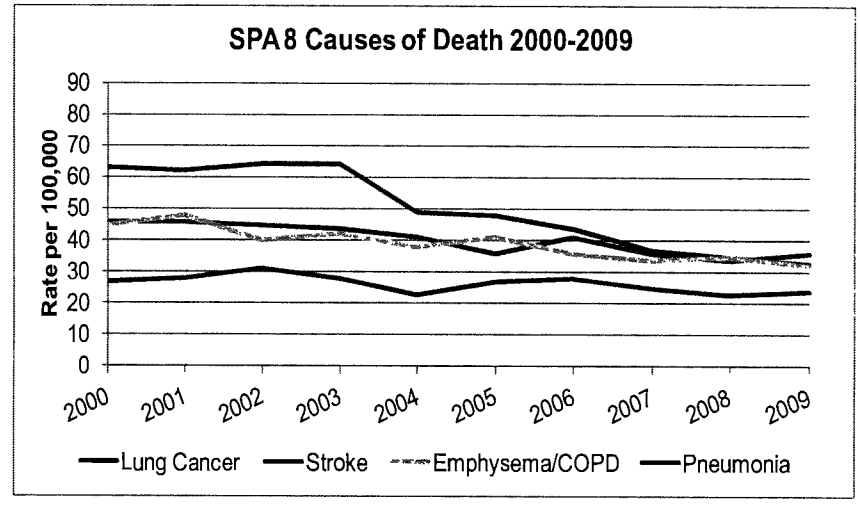
Emphysema: Emphysema was the fourth leading cause of death at 32.4 per 100,000 in 2009. From 2000 to 2009, overall rates have decreased 27.2%.

Pneumonia/Influenza: Pneumonia/Influenza was the fifth leading cause of death in 2009 at 23.6 per 100,000, however, this is an 13.4% decrease from 2000.

Alzheimer's: Alzheimer's was the seventh-leading cause of death in 2009 with a rate of 20.1 per 100,000. This was a 78% increase from 2000.

SPA 8					
Cause of Death	**# Deaths**	**Rank**	**Cause Premature**	**Years Life Lost**	**Rank**
Coronary Heart Disease	2,029	1	Coronary Heart Diseas	10,507	1
Lung Cancer	541	2	Homicide	6,623	2
Stroke	510	3	Lung Cancer	3,282	3
Emphysema/COPD	488	4	Drug Overdose	3,222	4
Pneumonia	360	5	Liver Disease	2,895	5





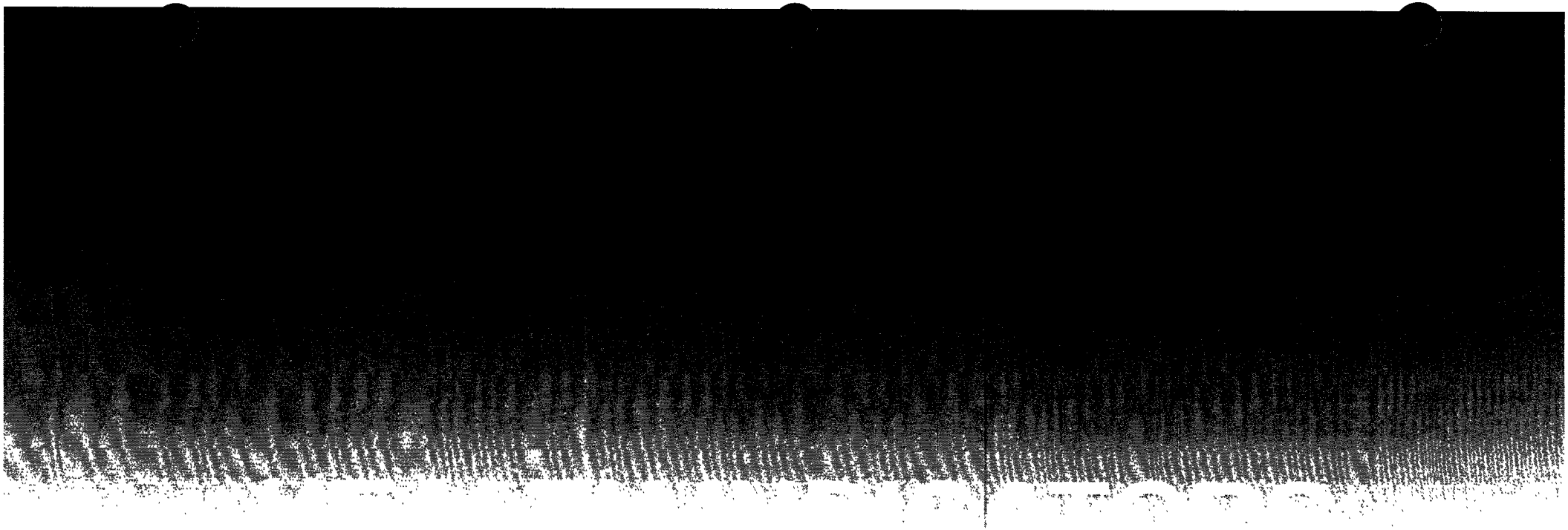
Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. Mortality in Los Angeles County 2009: Leading causes of death and premature death with trends for 2000 – 2009. October 2012.

Mortality SPA 8 (2000-2009)

SPA 8 DATA	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	% CHANGE 2000-09
MORTALITY HEALTH INDICATOR *Age-adjusted rates per 100,000	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	
CORONARY HEART DISEASE	230.0	233.0	221.0	217.0	193.0	185.1	172.5	162.0	142.9	130.8	**-43.1%**
LUNG CANCER	46.4	46.0	45.0	44.0	41.0	36.4	40.5	36.2	33.5	36.1	-22.3%
STROKE	63.0	62.0	64.0	64.0	49.0	47.7	43.7	37.2	34.7	33.4	**-47.0%**
DIABETES	23.2	22.0	24.0	26.0	23.0	23.3	24.6	23.3	20.6	18.3	-21.3%
EMPHYSEMA	44.5	48.0	40.0	42.0	38.0	41.0	35.7	34.0	34.6	32.4	-27.2%
BREAST CANCER (FEMALE)	25.1	27.0	22.0	23.0	26.0	24.3	17.8	22.4	20.7	23.3	-7.2%
PNEUMONIA/INFLUENZA	27.2	28.0	31.0	28.0	23.0	27.2	27.6	25.1	23.2	23.6	-13.4%
PROSTATE CANCER	*	*	*	22.9	21.7	29.3	21.7	23.9	20.9	20.2	-11.8%*
COLORECTAL CANCER	16.9	18.0	16.0	19.0	17.0	15.0	15.0	14.4	15.0	15.3	-9.5%
ALZHEIMER'S	11.3	13.9	11.3	16.1	13.8	17.2	16.7	19.4	20.8	20.1	**78.0%**
HOMICIDE	12.5	11.0	12.0	12.0	11.0	10.0	11.2	8.9	8.6	8.7	-30.1%
LIVER DISEASE	12.4	11.0	12.0	11.0	10.0	10.7	10.2	11.8	10.9	10.9	-12.5%
MOTOR VEHICLE CRASH	8.7	8.5	7.6	7.6	7.0	7.5	8.8	7.1	7.0	5.5	-36.4%
DRUG OVERDOSE	5.0	5.0	7.0	6.0	6.0	4.9	5.0	6.4	6.7	6.5	30.0%
HIV	5.6	6.0	5.0	4.0	5.0	4.4	4.0	4.3	4.4	3.5	-38.0%
SUICIDE	7.2	9.0	9.0	8.0	7.0	7.4	6.9	6.7	8.8	6.8	-5.1%

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.

Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. Mortality in Los Angeles County 2009: Leading causes of death and premature death with trends for 2000 – 2009. October 2012.



ADULTS

Health Indicators Adults

Environment and Neighborhood

- Percent of adults who perceive their neighborhood is safe from crime is consistently lower in SPA 6 compared to other areas for each time period

Health Status

- Percent of adults (18-64 years old) with reported fair to poor health status was highest among Latinos (27.5%) followed by African Americans (21.6%)
- Among health districts, it was highest in the Southeast, East LA and Compton districts (38.8%, 32.7%, and 30.9% respectively)

According to stakeholder and provider focus group participants, among the primary health concerns over the last two to three years in the SFMC service area, the following were highlighted:

- Diabetes
- Obesity
- High blood pressure
- Pulmonary disease

Also according to stakeholder provider participants, African American and Latino community members remain disproportionately affected by these health concerns

"Obesity is a problem in our community because many of our folks have no access to or aren't aware of healthy foods they can be eating. As a high risk OB provider I see a lot of hypertension and diabetes in our pregnant women because they do not have access to the foods that we recommend by our diabetic center at St Francis, and combine that with the cultural difficulties and challenges with accepting the initial diagnosis of hypertension or diabetes and what that actually means. We have the challenge with access to services and in educating our community."—Provider focus group participant

Health Indicators Adults (2011)
Education, Environment and Neighborhood, and Health Status

Health Indicators for Adults (18+ years old) in Los Angeles County Los Angeles County Health Survey 2011.	CA	L.A.	SPA 6	SPA 7	SPA 8
	2009	2011	2011	2011	2011
Education (18-64 yrs)					
Less than high school	16.0%	23.2%	38.8%	27.5%	18.9%
High school	25.5%	22.3%	24.2%	28.1%	25.6%
Some college or trade school	24.0%	27.9%	25.5%	29.9%	28.4%
College or post graduate degree	34.6%	26.6%	11.5%	14.5%	27.0%
Environment and Neighborhood					
Perceived neighborhood is safe from crime (feel safe in the neighborhood all or some of the time	*	84.3%	64.4%	84.2%	86.3%
Easy to get fresh produce (fruits/vegetables)	*	89.7%	77.9%	89.4%	89.2%
Percent of household with children exposed to tobacco smoke at home	*	16.7%	19.3%	22.5%	14.5%
Health Status					
Fair/Poor Health Status	15.2%	20.7%	30.5%	24.1%	17.6%
Average # of days (past month) activities limited due to poor physical or mental health	*	2.1	2.5	2.0	1.7
Average number of unhealthy days (past month)	*	5.4	6.1	5.3	5.0
Average number of poor mental health days (past month)	*	3.3	4.0	3.5	2.9
Percent of adults who provided care or assistance during the past month to another adult	*	20.0%	16.9%	25.5%	24.0%

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.
Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007, and 2002-03.

Health Indicators Adults (2003-2011) – CA and LA County Education, Environment and Neighborhood, and Health Status

Health Indicators for Adults (18+ years old) in Los Angeles County Los Angeles County Health Survey 2011.	CA				LA County			
	2003	2005	2007	2009	2003	2005	2007	2011
Education (18-64 yrs)								
Less than high school	19.7%	16.0%	15.9%	16.0%	*	*	22.1%	23.2%
High school	23.7%	25.7%	26.5%	25.5%	*	*	18.6%	22.3%
Some college or trade school	25.4%	25.2%	24.8%	24.0%	*	*	24.4%	27.9%
College or post graduate degree	31.1%	33.2%	32.7%	34.6%	*	*	34.9%	26.6%
Environment and Neighborhood								
Perceived neighborhood is safe from crime	*	92.4%	94.4%	*	79.4%	80.9%	82.1%	84.3%
Easy to get fresh produce (fruits/vegetables)	*	*	*	*	*	*	36.0%*	89.7%
Household with children exposed to tobacco smoke at home	*	*	*	*	6.8%	3.5%	13.2%*	16.7%
Health Status								
Fair/Poor Health Status	*	16.3%	15.8%	15.2%	21.6%	20.6%	18.5%	20.7%
Average # of days (past month) activities limited due to poor physical or mental health	*	*	*	*	2.5	2.4	2.1	2.1
Average number of unhealthy days (past month)	*	*	*	*	*	6.4	5.4	5.4
Average number of poor mental health days (past month)	*	*	*	*	*	*	3.1	3.3
Percent of adults who provided care or assistance during the past month to another adult	*	*	*	*	*	*	*	20.0%

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.
Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007, and 2002-03.

Health Indicators Adults (2003-2011)–SPA 6, SPA 7, and SPA 8 Education, Environment and Neighborhood, and Health Status

Health Indicators for Adults (18+ years old) in Los Angeles County Los Angeles County Health Survey 2011.												
	SPA 6: South				SPA 7: East				SPA 8: South Bay			
	2003	2005	2007	2011	2003	2005	2007	2011	2003	2005	2007	2011
Education (18-64 yrs)												
Less than high school	*	*	39.3%	38.8%	*	*	30.0%	27.5%	*	*	19.4%	18.9%
High school	*	*	23.2%	24.2%	*	*	24.6%	28.1%	*	*	16.9%	25.6%
Some college or trade school	*	*	28.1%	25.5%	*	*	24.7%	29.9%	*	*	26.3%	28.4%
College or post graduate degree	*	*	9.4%	11.5%	*	*	20.8%	14.5%	*	*	37.4%	27.0%
Environment and Neighborhood												
Perceived neighborhood is safe from crime	54.4%	57.7%	57.0%	64.4%	80.9%	82.6%	82.4%	84.2%	80.9%	82.8%	81.8%	86.3%
Easy to get fresh produce (fruits/vegetables)	*	*	27.6%	77.9%	*	*	30.6%	89.4%	*	*	38.3%	89.2%
Percent of household with children exposed to tobacco smoke at home	8.5%	5.6%	9.4%*	19.3%	6.5%	2.9%	17.3%*	22.5%	7.4%	3.4%	14.3%	14.5%
Health Status												
Fair/Poor Health Status	30.1%	33.4%	27.1%	30.5%	24.6%	23.2%	19.1%	24.1%	21.0%	20.5%	17.4%	17.6%
Average # of days (past month) activities limited due to poor physical or mental health	2.7	3.3	3.1	2.5	2.3	2.3	2.1	2.0	2.5	2.5	2.0	1.7
Average number of unhealthy days (past month)	*	7.9	6.8	6.1	*	6.2	5.1	5.3	*	6.2	5.3	5.0
Average number of poor mental health days (past month)	*	*	*	4.0	*	*	*	3.5	*	*	*	2.9
Percent of adults who provided care or assistance during the past month to another adult	*	*	*	16.9%	*	*	*	25.5%	*	*	*	24.0%

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.
Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007, and 2002-03.

Health Indicators Adults

Dental Care

- Adults (18+ years old) who were unable to obtain dental care was highest among African Americans (38.0%) and Latinos (36.6%)

Access to Care

- Adults (18+ years old) who were unable to see a doctor for a health problem was highest among African Americans (21.0%) and Latinos (19.2%)
- Among health districts, it was highest in the Compton (20.4%), East L.A. (22.2%) and Whittier (21.2%)

- Percent of adults (18+ years old) who reported that they could not obtain prescription medication was highest among African American (22.7%) and Latinos (17.0%)
- Among health districts, it was highest in the Southwest (18.8%) and Whittier (18.6%)

- Percent of adults (18+ years old) who reported not having a regular source of health care (RSC) was consistently higher in SPA 6 compared to other areas for each time period
- It was highest among Latinos (26.7%) and Asian/PI (22.6%)
- Among health districts, it was highest in the Southeast (38.9%), Compton (29.7%), Harbor (23.9%), Southwest (23.5%), Inglewood (22.9%), and San Antonio (21.0%)

"A majority of our patients have Medi-Cal and for pregnancy and emergency are covered. The specialists do not accept temp Medi-Cal or pregnancy related Medi-Cal.."—Provider focus group participant

- Percent of adults (18+ years old) who reported that obtaining medical care when needed is difficult was consistently higher in SPA 6 compared to other areas for each time period
- It was highest among Latinos (45.6%), African Americans (27.2%) and Asian/PI (31.4%)
- It was consistently highest in SPA 6 compared to other areas for each time period
- Among health districts, it was highest in the Southeast (56.3%), South (49.1%), East L.A. (45.3%), Compton (42.4%) and San Antonio (41.2%)

"According to clients, they are not finding a lot of free health services available to the community. Or when they do receive services, it takes a long time before they are seen. When they need a specialist (such as cardiologist or neurologist) it is always problematic and it can be seven to ten months before they can be seen. It's even worse, for single males and the poor...because priority services are given to women and children first. At the county clinics there are even longer waiting lists...approximately a year to see a specialist. As for the Senior citizens that only have Medicare Part A...If they have an acute attack and come to the hospital, they can only be admitted for a day or two because of lack of coverage."—Provider focus group participant

"We need to develop materials so we can educate the consumers especially with the affordable care act. There are going to people folks that have never had medical insurance and they are not going to be sure how to navigate to receive services."—Provider focus group participant

Health Indicators Adults

According to stakeholder and provider focus group participants, among the primary barriers to healthcare access and general healthy living in the SFMC service area, the following were highlighted:

- Linguistic isolation and illiteracy among immigrant communities
- Lack of free or low-cost services and long waiting periods for specialty care among low-income communities
- Lack of adequate transportation
- Lack of childcare
- The requirement of among specialist referrals that SFMC transfer patients for care

According to beneficiary focus group participants, language remains a key barrier to maintaining health and wellness

"There are no interpreters to receive help such as what the doctor said about their medical condition…if staff doesn't know Spanish they wont help the patient"—Beneficiary focus group participant

Health Indicators Adults (2011)
Health Insurance, Dental Insurance, and Access to Care

Health Indicators for Adults (18+ years old) in Los Angeles County Los Angeles County Health Survey 2011.	CA	L.A.	SPA 6	SPA 7	SPA 8
	2009	2011	2011	2011	2011
Health Insurance (18-64 yrs)					
Medi-Cal	10.0%	17.3%	28.9%	18.8%	16.8%
Medicare	0.7%	1.4%	1.8%*	2.3%*	1.2%*
Private	7.3%	52.9%	31.1%	46.5%	55.3%
No Insurance	20.9%	28.5%	38.2%	32.4%	26.7%
Health Insurance (65+ yrs)					
Medi-Medi	18.6%	25.9%	38.0%	33.4%	22.3%
Medicare & Private	*	25.4%	21.4%	22.8%	26.8%
Medicare (only)	5.9%	36.9%	27.8%	28.1%	41.6%
Medi-Cal (w/o Medicare)	1.2%	3.4%	*	*	2.8%*
Private	0.2%	6.4%	6.7%*	7.4%*	5.3%*
No Insurance	0.9%	2.1%*	*	*	1.2%*
Dental Insurance					
No dental insurance 18-64 yrs	*	51.5%	64.6%	52.5%	48.2%
No dental insurance 65+ yrs	*	53.4%	48.8%	56.3%	55.6%
Access to Care					
No regular source of care	14.2%	20.9%	26.5%	18.1%	18.8%
Difficulty accessing medical care	12.5%	31.7%	44.6%	34.6%	28.5%
Did not obtain dental care because could not afford it (past yr)	*	30.3%	35.0%	33.9%	27.4%
Did not obtain needed prescription medication because could not afford it (past yr)	8.2%	15.4%	18.8%	15.3%	15.1%

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.
Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007, and 2002-03.
Health insurance data provided by Office of Health Assessment and Epidemiology, Los Angeles County Department of Public Health.

Health Indicators Adults (2003-2011) – CA and LA County
Health Insurance, Dental Insurance, and Access to Care

Health Indicators for Adults (18+ years old) in Los Angeles County Los Angeles County Health Survey 2011.	CA				LA County			
	2003	2005	2007	2009	2003	2005	2007	2011
Health Insurance (18-64 yrs)								
Medi-Cal	*	9.8%	9.3%	10.0%	*	*	*	17.3%
Medicare	*	0.6%	0.5%	0.7%	*	*	*	1.4%
Private	*	7.0%	6.7%	7.3%	*	*	*	52.9%
No Insurance	*	18.8%	18.5%	20.9%	26.2%	21.8%	22.0%	28.5%
Health Insurance (65+ yrs)								
Medi-Medi	*	20.0%	18.6%	18.6%	*	*	*	25.9%
Medicare & Private	*	*	*	*	*	*	*	25.4%
Medicare (only)	*	10.7%	8.2%	5.9%	*	*	*	36.9%
Medi-Cal (w/o Medicare)	*	0.9%	1.1%	1.2%	*	*	*	3.4%
Private	*	0.6%	0.4%	0.2%	*	*	*	6.4%
No Insurance	*	0.7%	0.8%	0.9%	*	*	*	2.1%*
Dental Insurance								
No dental insurance 18-64 yrs	33.5%	*	31.4%	*	*	*	43.0%	51.5%
No dental insurance 65+ yrs	45.3%	*	47.3%	*	*	*	*	53.4%
Access to Care								
No regular source of care	12.5%	12.2%	*	14.2%	19.3%	19.8%	19.2%	20.9%
Difficulty accessing medical care	12.5%	*	13.4%	12.5%	*	30.1%	27.3%	31.7%
Did not obtain dental care because could not afford it (past yr)	17.3%	*	*	*	24.1%	25.6%	22.3%	30.3%
Did not obtain needed prescription medication because could not afford it (past yr)	10.2%	*	11.0%	8.2%	*	*	12.1%	15.4%

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Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007, and 2002-03.
Health insurance data provided by Office of Health Assessment and Epidemiology, Los Angeles County Department of Public Health.

Health Indicators Adults (2003-2011)–SPA 6, SPA 7, and SPA 8
Health Insurance, Dental Insurance, and Access to Care

Health Indicators for Adults (18+ years old) in Los Angeles County Los Angeles County Health Survey 2011.	SPA 6: South				SPA 7: East				SPA 8: South Bay			
	2003	2005	2007	2011	2003	2005	2007	2011	2003	2005	2007	2011
Health Insurance (18-64 yrs)												
Medi-Cal	*	*	*	28.9%	*	*	*	18.8%	*	*	*	16.8%
Medicare	*	*	*	1.8%*	*	*	*	2.3%*	*	*	*	1.2%*
Private	*	*	*	31.1%	*	*	*	46.5%	*	*	*	55.3%
No Insurance	36.4%	31.7%	32.9%	38.2%	28.7%	23.2%	24.2%	32.4%	22.5%	17.7%	17.9%	26.7%
Health Insurance (65+ yrs)												
Medi-Medi	*	*	*	38.0%	*	*	*	33.4%	*	*	*	22.3%
Medicare & Private	*	*	*	21.4%	*	*	*	22.8%	*	*	*	26.8%
Medicare (only)	*	*	*	27.8%	*	*	*	28.1%	*	*	*	41.6%
Medi-Cal (w/o Medicare)	*	*	*	-	*	*	*	-	*	*	*	2.8%*
Private	*	*	*	6.7%*	*	*	*	7.4%*	*	*	*	5.3%*
No Insurance	*	*	*	-	*	*	*	-	*	*	*	1.2%*
Dental Insurance												
No dental insurance 18-64 yrs	*	*	51.3%	64.6%	*	*	44.8%	52.5%			37.5%	48.2%
No dental insurance 65+ yrs	*	*	*	48.8%	*	*	*	56.3%				55.6%
Access to Care												
No regular source of care	21.1%	26.9%	20.9%	26.5%	18.6%	19.1%	19.4%	18.1%	15.9%	17.0%	16.5%	18.8%
Difficulty accessing medical care	*	43.9%	38.8%	44.6%	*	34.2%	27.2%	34.6%	*	26.2%	25.7%	28.5%
Did not obtain dental care because could not afford it (past yr)	27.2%	35.1%	28.8%	35.0%	26.6%	26.7%	24.0%	33.9%	22.1%	24.4%	22.1%	27.4%
Did not obtain needed prescription medication because could not afford it (past yr)	*	*	18.7%	18.8%	*	*	13.6%	15.3%	*	*	10.9%	15.1%

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Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007, and 2002-03.
Health insurance data provided by Office of Health Assessment and Epidemiology, Los Angeles County Department of Public Health.

Health Indicators Adults

Preventive Services

- Percent of women (50-74 Years Old) who reported having a mammogram in the past 2 years was lowest among Asian/PI (69.9%)
- Among health districts, it was lowest in the Harbor (67.6%), Inglewood (71.6%) and Whittier (73.8%)

- Percent of women (18-65 Years Old) who reported having a pap smear within the past 3 years was lowest among Asian/PI (65.9%) and American Indian/AN (72.5%)
- Among health districts, it was lowest in the Whittier (79.2%), Bellflower (79.8%) and Southeast (81.8%)

- Percent of Adults (18+ years old) who reported having a flu shot or pneumonia vaccination in the past 12 months was consistently lower in SPA 6 compared to other areas for each time period
- It was lowest among Latinos (25.0%) and African Americans (27.8%)
- Among health districts, it was lowest in the Compton (19.7%), East L.A. (24.0%), South (24.9%), Inglewood (26.1%), Southwest (28.7%) and San Antonio (28.8%)

- Percent of adults (65+ years old) who reported having a flu shot in the past 12 months was lowest among African Americans (52.5%) and Latinos (53.6%)
- Among health districts, it was lowest in the Whittier (50.2%) and East L.A. (55.7%)

Health Behaviors

- Percent of adults (18+ years old) who reported binge drinking (in the past month) was highest among Latinos (18.1%)
- Among health districts, it was highest in Bellflower (19.9%)

Chronic Conditions

- Percent of adults (18+ years old) ever diagnosed with diabetes was highest among African Americans (12.6%)
- Among health districts, it was highest in Whittier (18.8%)

According to provider focus group participants lack of trust among immigrant communities remains a significant barrier to disease prevention

"We need key stakeholders like parish priest, Baptist minister that everyone knows and trusts to get the word out to the people. We have many demographics in our service area, we need to make sure that everyone is served equally. We need a representative for each demographic ...to engage them."—Provider focus group participant

"We have a hard time convincing the community that the services we are offering are actually free for them to use. Word of mouth would be the best way to promote this, it's easier than someone going out to the community dressed in suit & tie to convince the folks of the community to come in, they may not believe it as much. People need to feel comfortable with the person providing them information about the services so they can open up and ask questions."—Provider focus group participant

"Certain populations such as Asians are kind of secluded to themselves, not sure how receptive they would be in receiving information from others. So we miss out on providing that population with literature...absolutely, within the Asian population we have a lot of [preventable] diseases"—Stakeholder focus group participant

Health Indicators Adults (2011)
Preventive Services and Health Behaviors

Health Indicators for Adults (18+ years old) in Los Angeles County Los Angeles County Health Survey 2011.	CA	L.A.	SPA 6	SPA 7	SPA 8
	2009	2011	2011	2011	2011
Preventive Services					
Pap smear in the past 3 yrs (women 18-65 yrs)	*	82.8%	87.4%	83.3%	83.3%
Mammogram in the past 2 yrs (women 50-74 yrs)	86.3%	79.8%	82.8%	81.1%	76.0%
Flu shot in the past year (18+ yrs)	34.8%	28.7%	22.7%	26.2%	28.1%
Flu shot in the past year (65+ yrs)	65.9%	64.2%	51.7%	61.7%	63.9%
Pneumonia vaccination, ever (65+ yrs)	*	61.3%	53.9%	62.4%	62.9%
Screened for colon cancer in the past 5 yrs (50-74 yrs)	*	65.3%	57.8%	57.2%	69.7%
All live births where mother received prenatal care (1st trimester)	*	81.6%	77.1%	82.4%	79.6%
Health Behaviors					
Binge drink	*	15.4%	16.9%	15.7%	16.3%
Smoke cigarettes	13.6%	13.1%	13.3%	14.4%	13.0%
Eat 5+ servings fruits/vegetables a day	*	16.2%	11.4%	12.4%	17.2%
Eat fast food at least once a week	62.4%	40.0%	46.5%	50.6%	38.9%
Drink at least one soda or sweetened beverage a day	*	35.5%	35.2%*	38.2%	37.7%
Meet recommended physical activity a week (Aerobic)	*	61.8%	61.0%	61.1%	64.2%
Meet recommended physical activity a week (Aerobic & Strengthening)	*	29.7%	28.1%	29.9%	31.7%
Physically inactive	*	12.0%	12.0%	11.6%	12.3%

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.
Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007, and 2002-03.

Health Indicators Adults (2003-2011)– CA and LA County Preventive Services and Health Behaviors

Health Indicators for Adults (18+ years old) in Los Angeles County Los Angeles County Health Survey 2011.	CA				LA County			
	2003	2005	2007	2009	2003	2005	2007	2011
Preventive Services								
Pap smear in the past 3 yrs (women 21-65 yrs)	89.3%	88.3%	89.9%	*	85.2%*	83.8%	84.4%	82.8%
Mammogram in the past 2 yrs (women 50-74 yrs)	82.6%	84.7%	84.5%	86.3%	77.2%	70.6%	73.7%*	79.8%
Flu shot in the past year (18+ yrs)	54.1%	25.4%	32.9%	34.8%	*	*	*	28.7%
Flu shot in the past year (65+ yrs)	73.9%	65.7%	68.9%	65.9%	69.6%*	40.7%*	51.9%	64.2%
Pneumonia vaccination, ever (65+ yrs)	63.0%	*	*	*	*	57.7%	60.5%	61.3%
Screened for colon cancer in the past 5 yrs (50-74 yrs)	*	*	*	*	32.2%*	63.8%*	45.8%*	65.3%
All live births where mother received late or no prenatal care	2.5%	2.7%	3.2%	3.2%	13.5%	10.1%	9.3%	*
Health Behaviors								
Binge drink	15.1%	17.6%	*	*	17.1%	17.3%	16.2%	15.4%
Smoke cigarettes	16.5%	15.2%	14.4%	13.6%	15.6%	14.6%	14.3%	13.1%
Eat 5+ servings fruits/vegetables a day	*	48.7%	*	*	12.1%	14.6%	15.1%	16.2%
Eat fast food at least once a week	*	*	61.7%	62.4%	*	*	40.2%	40.0%
Drink at least one soda or sweetened beverage a day	*	*	*	*	*	*	38.8%	35.5%
Meet recommended physical activity a week (Aerobic)	*	*	*	*	47.3%	51.8%	53.2%	61.8%
Meet recommended physical activity a week (Aerobic & Strengthening)	*	*	*	*	*	*	*	29.7%
Physically inactive	*	*	*	*	*	*	*	12.0%

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Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007, and 2002-03.

Health Indicators Adults (2003-2011)–SPA 6, SPA 7, and SPA 8 Preventive Services and Health Behaviors

Health Indicators for Adults (18+ years old) in Los Angeles County Los Angeles County Health Survey 2011.	SPA 6: South				SPA 7: East				SPA 8: South Bay			
	2003	2005	2007	2011	2003	2005	2007	2011	2003	2005	2007	2011
Preventive Services												
Pap smear in the past 3 yrs (women 21-65 yrs)	90.4%*	83.3%	88.3%	87.4%	84.9%*	84.9%	85.0%	83.3%	87.4%*	83.2%	84.8%	83.3%
Mammogram in past 2 yrs (women 50-74 yrs)	78.5%	69.1%	72.0%*	82.8%	78.2%	74.6%	77.0%*	81.1%	78.8%	71.0%	73.3%*	76.0%
Flu shot in the past year (18+ yrs)	*	*	*	22.7%	*	*	*	26.2%	*	*	*	28.1%
Flu shot in the past year (65+ yrs)	47.8%*	32.5%*	43.9%*	51.7%	73.3%*	41.8%*	50.4%*	61.7%	72.5%	37.5%	50.2%*	63.9%
Pneumonia vaccination, ever (65+ yrs)	*	49.5%	51.1%	53.9%	*	55.6%	56.6%	62.4%	*	57.1%	63.9%	62.9%
Screened for colon cancer in the past 5 yrs (50-74 yrs)	31.4%*	64.3%*	43.6%*	57.8%	30.9%*	58.5%*	44.0%*	57.2%	35.3%*	67.1%*	50.8%*	69.7%
Mother received late or no prenatal care	19.1%	13.4%	11.8%	*	14.3%	11.9%	9.7%	*	13.6%	8.7%	9.7%	*
Health Behaviors												
Binge drink	16.1%	13.7%	17.9%	16.9%	19.1%	17.8%	18.5%	15.7%	17.3%	17.6%	15.9%	16.3%
Smoke cigarettes	14.2%	17.3%	19.7%	13.3%	15.0%	10.7%	13.8%	14.4%	16.9%	16.7%	15.5%	13.0%
Eat 5+ servings fruits/vegetables a day	8.9%	10.7%	12.7%	11.4%	10.9%	13.9%	13.8%	12.4%	11.2%	16.6%	13.6%	17.2%
Eat fast food at least once a week	*	*	42.0%	46.5%	*	*	46.4%	50.6%	*	*	43.9%	38.9%
Drink at least one soda or sweetened beverage a day	*	*	56.2%	35.2%	*	*	54.0%	38.2%	*	*	30.7%	37.7%
Meet recommended physical activity a week (Aerobic)	44.5%	45.6%	51.6%	61.0%	47.6%	51.5%	51.9%	61.1%	44.6%	52.5%	53.7%	64.2%
Meet recommended physical activity a week (Aerobic & Strengthening)	*	*	*	28.1%	*	*	*	29.9%	*	*	*	31.7%
Physically inactive	*	*	*	12.0%	*	*	*	11.6%	*	*	*	12.3%

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.

Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007, and 2002-03.

Health Indicators Adults (2011)
Chronic Conditions and Communicable Diseases

Health Indicators for Adults (18+ years old) in Los Angeles County Los Angeles County Health Survey 2011.	CA	L.A.	SPA 6	SPA 7	SPA 8
	2009	2011	2011	2011	2011
Chronic Conditions/Outcomes					
Obese	22.7%	23.6%	32.7%	30.1%	22.7%
Overweight	33.6%	37.1%	37.3%	40.1%	42.8%
Diabetes (ever diagnosed)	8.5%	9.5%	10.1%	15.1%	9.8%
Hypertension (ever diagnosed)	26.2%	24.0%	28.4%	24.4%	24.5%
High cholesterol (ever diagnosed)	*	25.6%	22.9%	25.4%	26.5%
Depression (ever diagnosed)	*	12.2%	10.8%	11.7%	10.7%
Communicable Diseases					
Chlamydia	*	512.9	999.5	488.0	504.9
Gonorrhea	*	103.4	231.9	58.4	109.2
Early Syphilis	*	19.4	24.4	12.2	12.0

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.

Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007, and 2002-03.

Division of HIV and STD Programs ,Los Angeles County Department of Public Health 2011 *Sexually Transmitted Disease Morbidity Report*

Health Indicators Adults (2003-2011) - CA and LA County
Chronic Conditions

Health Indicators for Adults (18+ years old) in Los Angeles County Los Angeles County Health Survey 2011.	CA				LA County			
	2003	2005	2007	2009	2003	2005	2007	2011
Chronic Conditions/Outcomes								
Obese	20.4%	21.2%	22.6%	22.7%	19.3%	20.9%	22.2%	23.6%
Overweight	35.2%	34.3%	33.9%	33.6%	35.4%	35.5%	35.9%	37.1%
Diabetes (ever diagnosed)	6.6%	7.0%	7.8%	8.5%	7.2%	8.1%	8.7%	9.5%
Hypertension (ever diagnosed)	23.5%	24.8%	26.1%	26.2%	20.4%	23.4%	24.7%	24.0%
High cholesterol (ever diagnosed)	*	22.1%	*	*	*	23.7%	29.1%	25.6%
Depression (ever diagnosed)	*	*	*	*	9.8%	12.9%	13.6%	12.2%
Communicable Diseases								
Chlamydia	*	*	*	*	*	*	*	512.9
Gonorrhea	*	*	*	*	*	*	*	103.4
Early Syphilis	*	*	*	*	*	*	*	19.4

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.
Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007, and 2002-03.

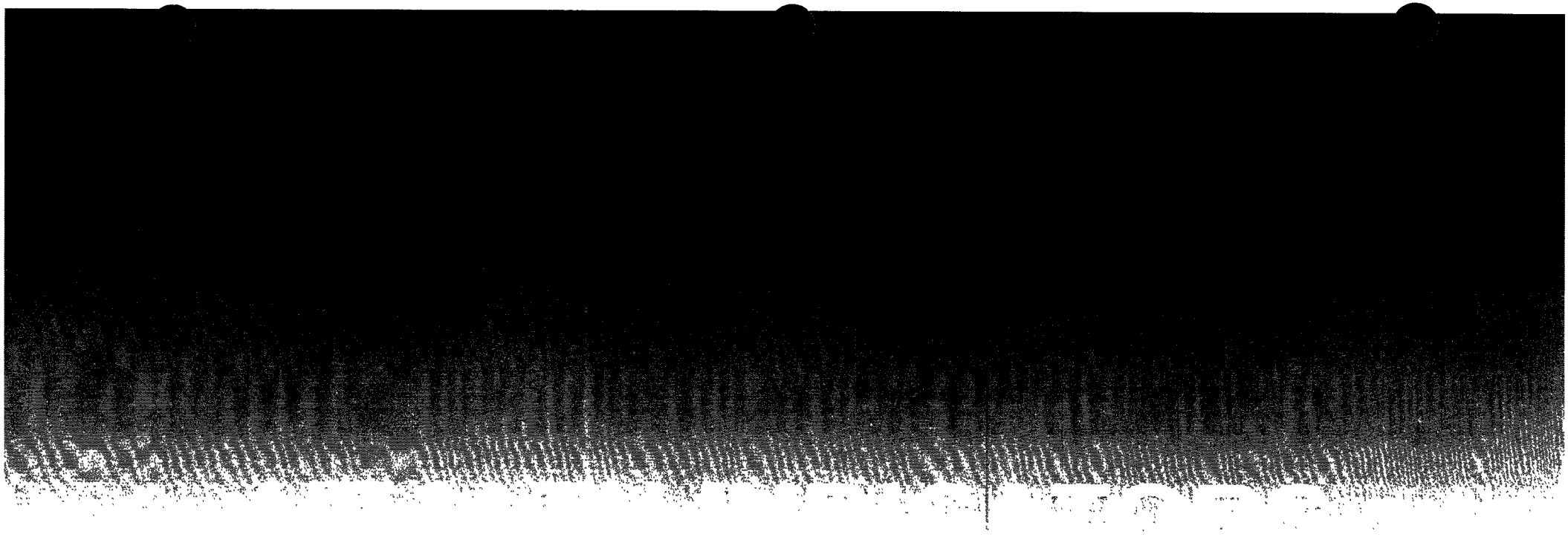
Health Indicators Adults (2003-2011)–SPA 6, SPA 7, and SPA 8 Chronic Conditions

Health Indicators for Adults (18+ years old) in Los Angeles County Los Angeles County Health Survey 2011.												
	SPA 6: South				SPA 7: East				SPA 8: South Bay			
	2003	2005	2007	2011	2003	2005	2007	2011	2003	2005	2007	2011
Chronic Conditions/Outcomes												
Obese	30.0%	30.0%	35.4%	32.7%	23.6%	27.3%	26.6%	30.1%	21.2%	21.0%	24.4%	22.7%
Overweight	35.0%	38.7%	38.0%	37.3%	41.2%	37.7%	39.4%	40.1%	33.9%	38.7%	36.8%	42.8%
Diabetes (ever diagnosed)	9.2%	11.7%	12.3%	10.1%	9.4%	9.7%	11.0%	15.1%	8.0%	8.3%	8.8%	9.8%
Hypertension (ever diagnosed)	25.4%	29.0%	29.0%	28.4%	20.7%	23.9%	25.3%	24.4%	22.4%	24.5%	25.0%	24.5%
High cholesterol (ever diagnosed)	*	18.3%	25.5%	22.9%	*	27.1%	30.5%	25.4%	*	24.3%	29.6%	26.5%
Depression (ever diagnosed)	6.6%	12.2%	13.6%	10.8%	9.8%	13.2%	13.4%	11.7%	9.7%	13.7%	13.8%	10.7%
Communicable Diseases												
Chlamydia	*	*	*	999.5	*	*	*	488.0	*	*	*	504.9
Gonorrhea	*	*	*	231.9	*	*	*	58.4	*	*	*	109.2
Early Syphilis	*	*	*	24.4	*	*	*	12.2	*	*	*	12.0

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.

Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007, and 2002-03.

Division of HIV and STD Programs ,Los Angeles County Department of Public Health 2011 *Sexually Transmitted Disease Morbidity Report*



CHILDREN

Health Indicators Children

Breastfeeding

- Percent of children (0-5 years old) who were breastfed by their biological mothers for at least 6 months was lowest among Latinos (41.9%) and Asian/PI (42.4%)

Childcare

- Percent of children (0-5 years old) whose primary caretaker reported it is very or somewhat difficult to find childcare on a regular basis (excluding those who reported they do not need childcare) was highest among Latinos (33.0%) and Asian/PI (18.9%)

Health Status

- Percent of children (0-17 years old) with reported fair to poor health status was highest among Latinos (7.6%)

According to stakeholder focus group participants, obesity and diabetes among children remains a critical health issue

"There is an increase in diabetes within the elementary students, a lot of kids aren't getting nutrition , exercise, needing insulin a lot earlier than ever before…Obesity is also a concern in our community."—Stakeholder focus group participant

According to beneficiary focus group the limited availability and high cost of healthy food choices and the lack of education on healthy cooking are major factors impacting child health

"Then when there is a sale in the community market, you cant even going to the market because it will be crowded due to it being a one day sale…We choose the bad stuff over the good stuff because it is cost effective. If I only have $20 I'm going to try and stretch this out as much as I can…Most people in our community aren't driving, don't have a car or may not even have a driver's license."– Beneficiary focus group participant

"We have to learn a healthy way to cook, by either teaching us what's good to use or what's not. A majority of us will be buying oil by the gallons, but there has to be something else we can use. Going back to food being expensive olive oil is a better choice than vegetable oil. Eating healthy is a preventative measure. There are classes available in the community but people are unaware of them and if they do know about them, they don't really want to do them because of things that are going on in their lives; they feel they don't have time to attend those classes, or they don't have anyone to watch their children. Some of the classes offer free child care during the class."– Beneficiary focus group participant

Health Indicators Children (2011)
Environment, TV Viewing, Breastfeeding, Child Care, Health Status, and Health Insurance

Health Indicators for Children (0-17 years old) in Los Angeles County Los Angeles County Health Survey 2011.	CA	L.A.	SPA 6	SPA 7	SPA 8
	2009	2011	2011	2011	2011
Environment					
Can get to a safe place to play (1-17 yrs)	*	84.2%	68.0%	88.2%	83.7%
TV Viewing					
Watch any TV (6-23 months)	*	74.8%	72.6%	78.9%	76.1%
Watch 3+ hours of TV (2-17 yrs)	*	22.7%	29.5%	26.0%	22.5%
Breastfeeding					
Initiation (0-5 yrs)	*	87.4%	86.6%	90.2%	89.5%
At least 6 months (6 months -5 yrs)	*	44.9%	43.8%	43.5%	42.4%
Child Care					
Difficulty finding child care (0-5 yrs)	7.1%	26.9%	36.7%	28.2%	19.2%
Health Status					
Fair/poor health	6.4%	5.8%	8.5%	5.3%	6.9%
Special health care needs	*	15.8%	12.5%	15.2%	18.2%
Diagnosed with ADD/ADHD (2-17yrs)	*	6.0%	4.2%	4.6%	7.2%
Health Insurance					
Healthy Families	7.2%	12.0%	13.5%	11.1%	8.7%
Medi-Cal	28.9%	34.4%	52.9%	39.5%	35.4%
Private	4.3%	46.4%	23.8%	40.4%	50.8%
No Insurance	4.9%	5.0%	8.6%	6.5%	2.9%
Healthy Kids	*	2.2%	1.2%	2.5%	2.3%

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.
Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007, and 2002-03.

Health Indicators Children (2003-2011)– CA and LA County Environment, TV Viewing, Breastfeeding, Child Care, Health Status, and Health Insurance

Health Indicators for Children (0-17 years old) in Los Angeles County Los Angeles County Health Survey 2011.								
	CA				LA County			
	2003	2005	2007	2009	2003	2005	2007	2011
Environment								
Can get to a safe place to play (1-17 yrs)	*	*	*	*	83.1%	83.1%	79.8%	84.2%
TV Viewing								
Watch any TV (6-23 months)	*	*	*	*	*	62.1%	67.6%	74.8%
Watch 3+ hours of TV (2-17 yrs)	*	24.7%	*	*	27.1%	30.5%	24.6%	22.7%
Breastfeeding								
Initiation (0-5 yrs)	84.2%	86.5%	*	*	*	90.1%	92.2%	87.4%
At least 6 months (6 months -5 yrs)	*	*	*	*	*	56.4%	61.2%	44.9%
Child Care								
Difficulty finding child care (0-5 yrs)	9.7%	9.4%	9.2%	7.1%	37.6%	35.8%	36.9%	26.9%
Health Status								
Fair/poor health	8.5%	8.3%	6.9%	6.4%	15.5%	12.7%	8.4%	5.8%
Special health care needs	*	*	*	*	15.0%	15.7%	15.7%	15.8%
Diagnosed with ADD/ADHD (2-17yrs)	4.2%	4.2%	3.7%	*	*	*	5.3%	6.0%
Health Insurance								
Healthy Families	6.1%	6.5%	6.8%	7.2%	*	*	*	12.0%
Medi-Cal	26.1%	27.8%	25.8%	28.9%	*	*	*	34.4%
Private	4.9%	4.8%	4.5%	4.3%	*	*	*	46.4%
No Insurance	7.1%	6.4%	5.7%	4.9%	10.3%	8.3%	7.0%	5.0%
Healthy Kids	*	*	*	*	*	*	*	2.2%

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.

Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007, and 2002-03.

Health Indicators Children (2003-2011)–SPA 6, SPA 7, and SPA 8 Environment, TV Viewing, Breastfeeding, Child Care, Health Status, and Health Insurance

Health Indicators for Children (0-17 years old) in Los Angeles County Los Angeles County Health Survey 2011.												
	SPA 6: South				SPA 7: East				SPA 8: South Bay			
	2003	2005	2007	2011	2003	2005	2007	2011	2003	2005	2007	2011
Environment												
Can get to a safe place to play (1-17 yrs)	71.7%	72.1%	62.6%	68.0%	89.4%	86.1%	85.0%	88.2%	84.5%	90.0%	83.1%	83.7%
TV Viewing												
Watch any TV (6-23 months)	*	70.8%	69.5%	72.6%	*	70.1%	79.5%	78.9%	*	57.9%	75.4%	76.1%
Watch 3+ hours of TV (2-17 yrs)	35.1%	34.0%	29.0%	29.5%	28.4%	32.0%	27.8%	26.0%	31.6%	33.2%	23.5%	22.5%
Breastfeeding												
Initiation (0-5 yrs)	*	89.2%	84.2%	86.6%	*	85.4%	91.1%	90.2%	*	88.3%	92.0%	89.5%
At least 6 months (6 months -5 yrs)	*	60.5%	48.8%	43.8%	*	50.6%	57.9%	43.5%	*	47.4%	60.6%	42.4%
Child Care												
Difficulty finding child care (0-5 yrs)	43.4%	48.6%	35.2%	36.7%	37.3%	29.2%	40.0%	28.2%	29.2%	31.1%	40.4%	19.2%
Health Status												
Fair/poor health	24.6%	17.6%	12.3%	8.5%	16.2%	13.1%	10.1%	5.3%	12.4%	11.4%	8.2%	6.9%
Special health care needs	14.6%	15.8%	15.8%	12.5%	15.0%	14.8%	14.8%	15.2%	15.7%	15.3%	15.3%	18.2%
Diagnosed with ADD/ADHD (2-17yrs)	*	*	4.8%	4.2%	*	*	3.4%	4.6%	*	*	6.9%	7.2%
Health Insurance												
Healthy Families	*	*	*	13.5%	*	*	*	11.1%	*	*	*	8.7%
Medi-Cal	*	*	*	52.9%	*	*	*	39.5%	*	*	*	35.4%
Private	*	*	*	23.8%	*	*	*	40.4%	*	*	*	50.8%
No Insurance	17.7%	11.3%	9.7%	8.6%	10.2%	10.0%	8.9%	6.5%	9.6%	7.1%	4.6%	2.9%
Healthy Kids	*	*	*	1.2%	*	*	*	2.5%	*	*	*	2.3%

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.

Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007, and 2002-03.

Health Indicators Children

Access to Care

- Percent of children (0-17 years old) whose primary caretaker reported having no regular source of care was highest among Latinos (6.2%)
- Percent of children (0-17 years old) whose primary caretaker reported difficulty accessing medical care was highest among Latinos (15.6%) and Asian/PI (14.6%)
- Percent of children (3-17 years old) whose primary caretaker reported being unable to afford dental care and check-ups in the past year was highest among Latinos (14.1%)

Reproductive Health

- Rate of births (per 1,000 live births) to teens ages 15-19 yrs is consistently higher in SPA 6 compared to other areas for each time period

Health Behaviors

- Percent of Children (2-17 years old) whose primary caretaker reported them eating breakfast daily in a typical week was highest among African-Americans (80.5%)
- Among health districts, it was highest in the East L.A. (77.5%), Torrance (74.9%) and Whittier (78.5%)

"A lot of kids are growing up without the proper nutrition... Overweight, obesity, cholesterol [are serious concerns]... We don't have finances to get nutritious food. We need more information for programs to learn how to keep a good nutrition."—Beneficiary focus group participant

"The first concern, is the form of nutrition. What type nutrition do I give my child? In school they don't give adequate nutrition [which can lead to obesity]."—Beneficiary focus group participant

"Participating in physical activities is definitely low, at schools the kids aren't participating in recess, the television and video games are taking priorities. There is a need to increase physical activity in children."—Stakeholder focus group participant

Respiratory Disease

- Percent of children (0-17 years old) whose primary caretaker reported them with current prevalence of asthma (ever diagnosed with asthma AND either currently still has asthma and/or had an asthma attack in the past 12 months) was highest among African-Americans (23.9%) **

Health Indicators Children (2011)
Dental Insurance, Access to Care, Health Behaviors, Reproductive Health and Infant Deaths

Health Indicators for Children (0-17 years old) in Los Angeles County Los Angeles County Health Survey 2011.	CA	L.A.	SPA 6	SPA 7	SPA 8
	2009	2011	2011	2011	2011
Dental Insurance					
No dental insurance 0-17 yrs	*	21.8%	24.2%	20.8%	18.5%
Access to Care					
No regular source of health care	7.8%	4.8%	7.3%	5.1%	4.5%
Difficulty accessing medical care	*	12.3%	17.7%	16.4%	10.1%
Did not obtain dental care because could not afford it (past yr)	*	12.6%	14.9%	16.6%	12.2%
Health Behaviors					
Teens (14-17 yrs) who consumed at least one alcoholic drink in the past 30 days	*	32.9%	*	*	*
Teens (14-17 yrs) who binge drink	8.2%	17.9%	*	*	*
Teens (14-17 yrs) who smoke cigarettes	5.9%	9.1%	*	*	*
Eat breakfast daily (2-17 yrs)	*	84.5%	85.9%	84.2%	82.4%
Eat fast food at least once a week	72.0%	50.5%	60.7%	55.4%	52.9%
Drink at least one soda or sugar sweetened beverage a day	*	38.3%	53.3%	41.2%	40.4%
Meet recommended physical activity (6-17 yrs)	38.3%	28.7%	32.0%	33.4%	30.1%
Physically inactive (6-17 yrs)	14.3%	10.9%	12.4%	10.0%	8.0%
Reproductive Health					
Rate of births (per 1,000 live births) to teens ages 15-19 yrs	9.1%	28.1	51.1	30.9	25.7
Low weight (<2,500 grams) births (per 100 live births)	6.8%	7.1%	8.1%	6.6%	7.1%
Low weight (<2,500 grams) African American births (per 100 live births)	*	11.8%	13.4%	12.0%	10.6%
Infant Deaths					
Death rate < 365 days		4.6**	6.1**	3.7**	4.7**

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.
LA County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007, and 2002-03.
County of LA Department of Public Health Maternal, Child & Adolescent Health Programs Selected Perinatal Health Indicators, LA County 2010.
* *2010 Infant death rate per 1,000 live births

Health Indicators Children (2003-2011)– CA and LA County Dental Insurance, Access to Care, Health Behaviors, Reproductive Health and Infant Deaths

Health Indicators for Children (0-17 years old) in Los Angeles County Los Angeles County Health Survey 2011.	CA				LA County			
	2003	2005	2007	2009	2003	2005	2007	2011
Dental Insurance								
No dental insurance 0-17 yrs	17.6%	17.3%	19.6%	*	*	*	27.2%	21.8%
Access to Care								
No regular source of health care	9.8%	9.1%	*	7.8%	6.6%	8.2%	7.4%	4.8%
Difficulty accessing medical care	*	*	*	*	*	14.5%	14.7%	12.3%
Did not obtain dental care because could not afford it (past yr)	8.6%	*	6.3%	*	*	17.1%	13.7%	12.6%
Health Behaviors								
Teens (14-17 yrs) who consumed at least one alcoholic drink in the past 30 days	*	*	*	*	41.6%*	38.7%	41.6%	32.9%
Teens (14-17 yrs) who binge drink	9.5%	10%	6.9%	8.2%	*	*	24.6%	17.9%
Teens (14-17 yrs) who smoke cigarettes	8.1%	9.4%	6.9%	5.9%	13.9%*	11.8%	12.8%	9.1%
Eat breakfast daily (2-17 yrs)	*	*	*	*	*	77.2%	84.2%	84.5%
Eat fast food at least once a week	*	*	71.7%	72.0%	*	*	47.7%	50.5%
Drink at least one soda or sugar sweetened beverage a day	*	*	*	*	*	*	43.3%	38.3%
Meet recommended physical activity (6-17 yrs)	*	*	41.7%	38.3%	*	*	37.6%	28.7%
Physically inactive (6-17 yrs)	*	*	10.7%	14.3%	*	*	15.2%	10.9%
Reproductive Health								
Rate of births (per 1,000 live births) to teens ages 15-19 yrs	9.1	9.1	9.4	9.1	44.4	93.6	40.0	28.1
Low weight (<2,500 grams) births (per 100 live births)	6.6%	6.9%	6.9%	6.8%	6.7%	7.1%	7.4%	7.1%
Low weight (<2,500 grams) African American births (per 100 live births)	12.4%	12.6%	*	*	11.8%	12.7%	12.7%	11.8%
Infant Deaths								
Death rate < 365 Days	*	*	*	*	5.4	5.0	4.9	4.6

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.

LA County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007, and 2002-03.

County of LA Department of Public Health Maternal, Child & Adolescent Health Programs Selected Perinatal Health Indicators, LA County 2010.

* *2010 Infant death rate per 1,000 live births

Health Indicators Children (2003-2011)–SPA 6, SPA 7, and SPA 8 Dental Insurance, Access to Care, Health Behaviors, Reproductive Health, and Infant Deaths

Health Indicators for Children (0-17 years old) in Los Angeles County

Los Angeles County Health Survey 2011.

	SPA 6: South				SPA 7: East				SPA 8: South Bay			
	2003	2005	2007	2011	2003	2005	2007	2011	2003	2005	2007	2011
Dental Insurance												
No dental insurance 0-17 years	*	*	32.1%	24.2%	*	*	28.2%	20.8%	*	*	23.2%	18.5%
Access to Care												
No regular source of health care	8.7%	12.0%	10.2%	7.3%*	5.9%	8.6%	7.3%	5.1%	6.0%	6.8%	7.5%	4.5%*
Difficulty accessing medical care	*	20.8%	19.9%	17.7%	*	14.1%	15.4%	16.4%	*	11.2%	11.6%	10.1%
Did not obtain dental care because could not afford it (past yr)	*	18.6%	17.7%	14.9%	*	17.0%	15.0%	16.6%	*	17.2%	13.3%	12.2%
Health Behaviors												
Eat breakfast daily (2-17 years)	*	75.8%	87.0%	85.9%	*	78.8%	81.5%	84.2%	*	75.8%	82.4%	82.4%
Eat fast food at least once a week	*	*	51.8%	60.7%	*	*	53.7%	55.4%	*	*	48.9%	52.9%
Drink at least one soda or sugar sweetened beverage a day	*	*	55.4%	53.3%	*	*	49.8%	41.2%	*	*	42.6%	40.4%
Meet recommended physical activity (6-17 years)	*	*	34.4%	32.0%	*	*	44.2%	33.4%	*	*	42.0%	30.1%
Physically inactive (6-17 years)	*	*	17.7%	12.4%	*	*	13.8%	10.0%	*	*	11.8%	8.0%*
Reproductive Health												
Rate of births (per 1,000 live births) to teens ages 15-19 years	85.7	149.6	74.1	51.1	50.8	101.0	42.7	30.9	40.8	86.4	35.3	25.7
Low weight (<2,500 grams) births (per 100 live births)	7.3%	8.3%	8.5%	8.1%	6.1%	6.3%	6.9%	6.6%	6.7%	7.3%	7.5%	7.1%
Low weight (<2,500 grams) African American births (per 100 live births)	12.2%	13.3%	14.4%	13.4%	10.8%	15.2%	12.0%	12.0%	11.0%	11.5%	11.7%	10.6%
Infant Deaths												
Death rate < 365 Days	*	6.0	5.4	6.1	*	4.2	4.7	3.7	*	5.1	5.0	4.7

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.

LA County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007, and 2002-03.

County of LA Department of Public Health Maternal, Child & Adolescent Health Programs Selected Perinatal Health Indicators, LA County 2010.

* *2010 Infant death rate per 1,000 live births

Health Indicators Children (2011)
Respiratory Disease and Chronic Conditions

Health Indicators for Children (0-17 years old) in Los Angeles County Los Angeles County Health Survey 2011.	CA	L.A.	SPA 6	SPA 7	SPA 8
	2009	2011	2011	2011	2011
Respiratory Disease					
0-17 years with current asthma	*	9.0%	9.4%	9.9%	11.5%
Chronic Conditions					
Children in grades 5, 7, & 9 who are obese (BMI above the 95th percentile)	11.9%	22.4%	29.0%	25.7%	20.7%

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.

Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007, and 2002-03.

Health Indicators Children (2011) – CA and LA County
Respiratory Disease and Chronic Conditions

Health Indicators for Children (0-17 years old) in Los Angeles County Los Angeles County Health Survey 2011.								
	CA				LA County			
	2003	2005	2007	2009	2003	2005	2007	2011
Respiratory Disease								
0-17 years with current asthma	*	*	*	*	7.9%	8.8%	7.9%	9.0%
Chronic Conditions								
Children in grades 5, 7, & 9 who are obese (BMI above the 95th percentile)	12.4%	14.3%	13.3%	11.9%	21.2%	23.3%	22.9%	22.4%

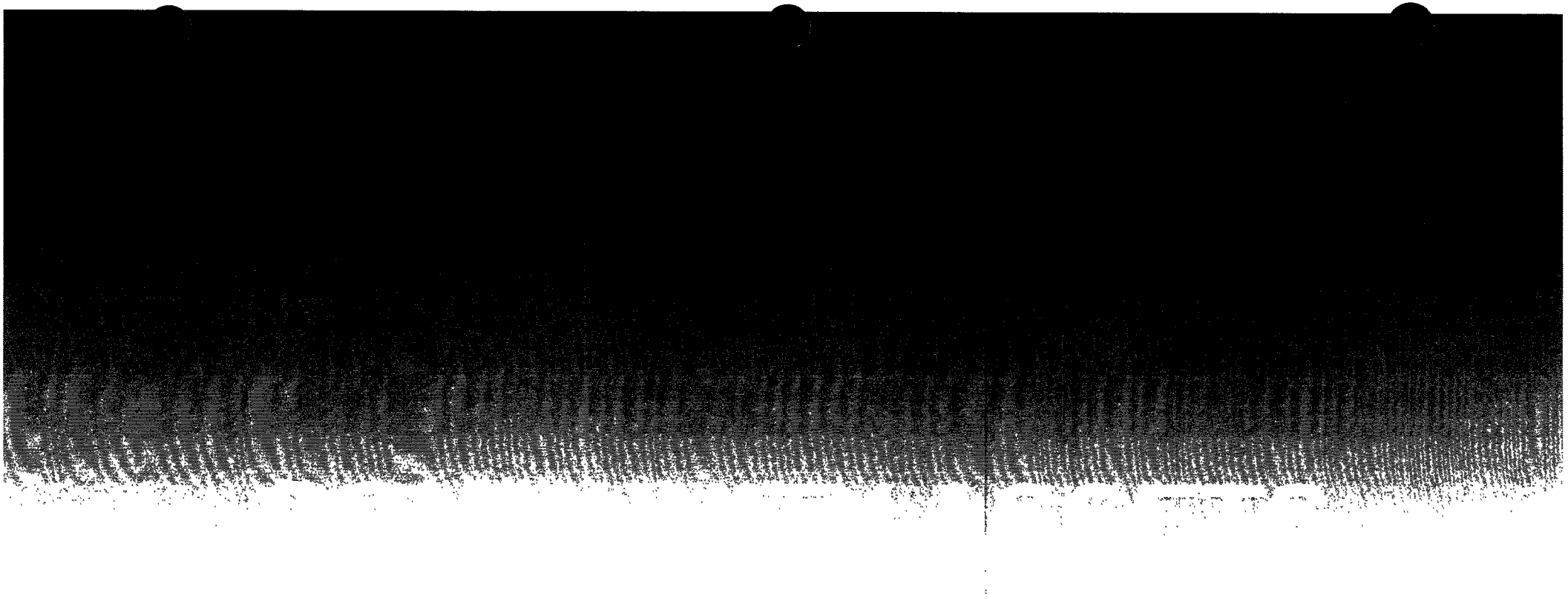
* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.

Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007, and 2002-03.

Health Indicators Children (2003-2011) – SPA 6, SPA 7, and SPA 8 Respiratory Disease and Chronic Conditions

Health Indicators for Children (0-17 years old) in Los Angeles County Los Angeles County Health Survey 2011.	SPA 6: South				SPA 7: East				SPA 8: South Bay			
	2003	2005	2007	2011	2003	2005	2007	2011	2003	2005	2007	2011
Respiratory Disease												
0-17 years with current asthma	5.9%	9.0%	7.8%	9.4%	6.9%	8.8%	8.8%	9.9%	9.8%	11.0%	9.5%	11.5%
Chronic Conditions												
Children in grades 5, 7, & 9 who are obese (BMI above the 95th percentile)	25.5%	29.0%	28.9%	29.0%	25.0%	26.5%	26.0%	25.7%	19.6%	21.6%	21.3%	20.7%

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.
Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007, and 2002-03.



AND COLLABORATORS

Community Assets and Potential Collaborators

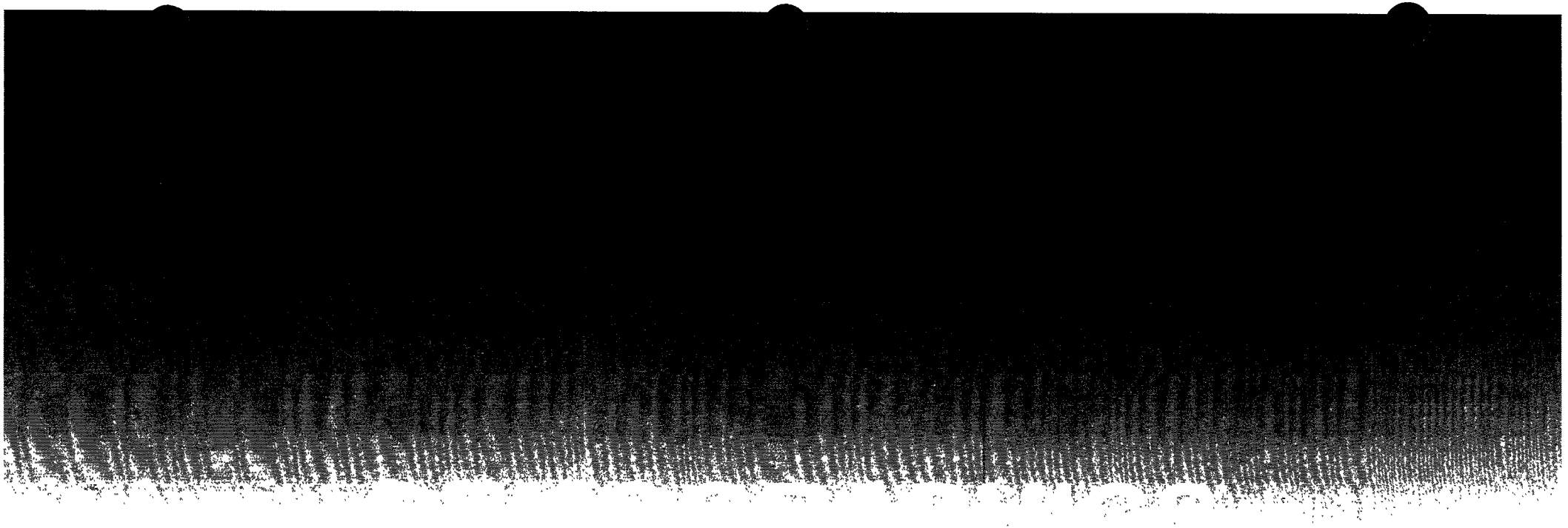
Stakeholder and provider focus group participants identified the following community assets

- Compton Unified School district secured a grant to teach students about healthy eating inside the classroom
- South Central Family Health Centers have set up a dental clinic at Jefferson High School
- USC has a dental program to provide services to community schools to provide some free exams and cleanings
- Big Smiles is a program that comes to some local community schools to educate them about the importance of oral health care
- Dominguez High school has a full service dental facility serving parents and students in partnership with St Johns. Efforts are underway to set one up at Compton High School
- City of Lynwood is organizing a Farmers Market, every summer
- Lynwood also offers free evening entertainment for the community called, "Movies Under the Stars" at a specific park [name unspecified]
- Some community based organizations in Wilmington promote bicycle rides every last Sunday of the month. They also have partnered up with Law Enforcement to provide a variety of activities
- WIC provides a list of medical clinics to promote the establishment of medical homes

Stakeholder and provider focus group participants recommended collaborating with the following

- School based services since parents already consider them trusted entities
- Students at local high schools who are increasingly willing to become engaged in their community (consider working with school programs to provide incentives for student engagement)
- Churches are already utilized and considered trusted entities for information
- Community leaders, agencies, promotoras and local businesses coordinating the sharing of resources and information, as well as providing support (e.g., healthy beverages or supplies)
- Establishing and maintaining a network calendar for service referral updates to new programs
- Increasing efforts to establish a long-term presence in local communities to build trust among community residents
- Utilizing the ER where patients are being seen already to provide additional information and a variety of services or referrals

"There was a relay for health is a program that is put together by the south gate high school students; they are passionate about education and went to council committee to bring in more healthy food choices."—Stakeholder focus group participant



PROJECTIONS

Demographic Projections

The highest overall population growth rate is projected to occur in SPA 6 (7.2% from 2011-2016 and another 3.1% from 2016-2021) outpacing both the state and county.

Population Growth by Age

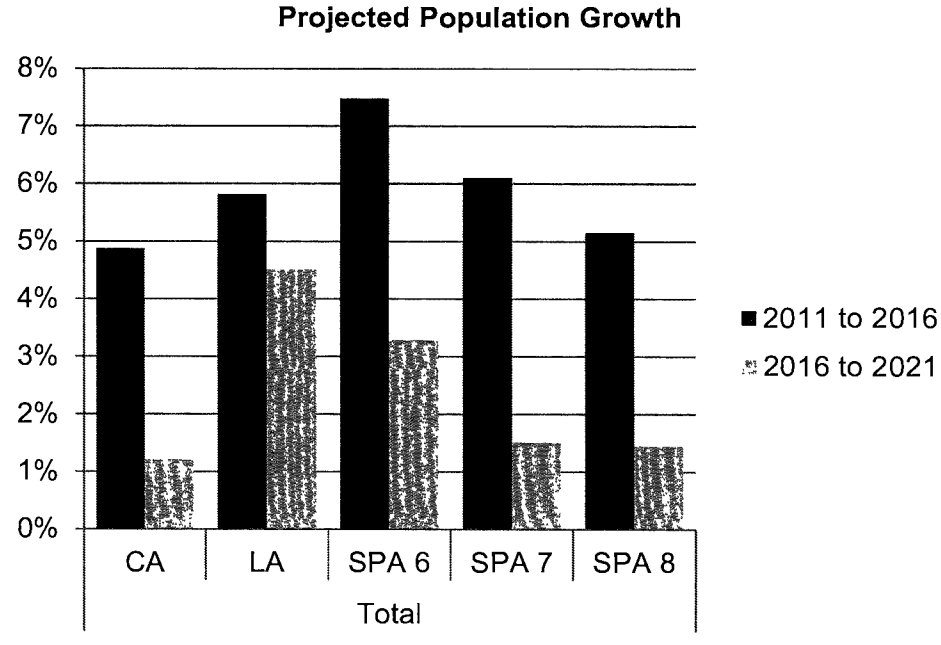
In the State, County, and SFMC Service area (SPA's 6, 7, and 8) the fastest growing age demographic is age 65+, followed by age 55-64.

In the SFMC service area the 65+ demographic is projected to increase from 9.8% to 13.5% by 2021.

The next highest rate of growth is projected to occur in the 45-54 age demographic (about 23% from 2011-2016 slowing to 12% from 2016-2021).

The highest growth rate in the 65+ demographic is projected to occur in SPA 6 (more than 25% from 2011-2016 and another 30% from 2016-2021).

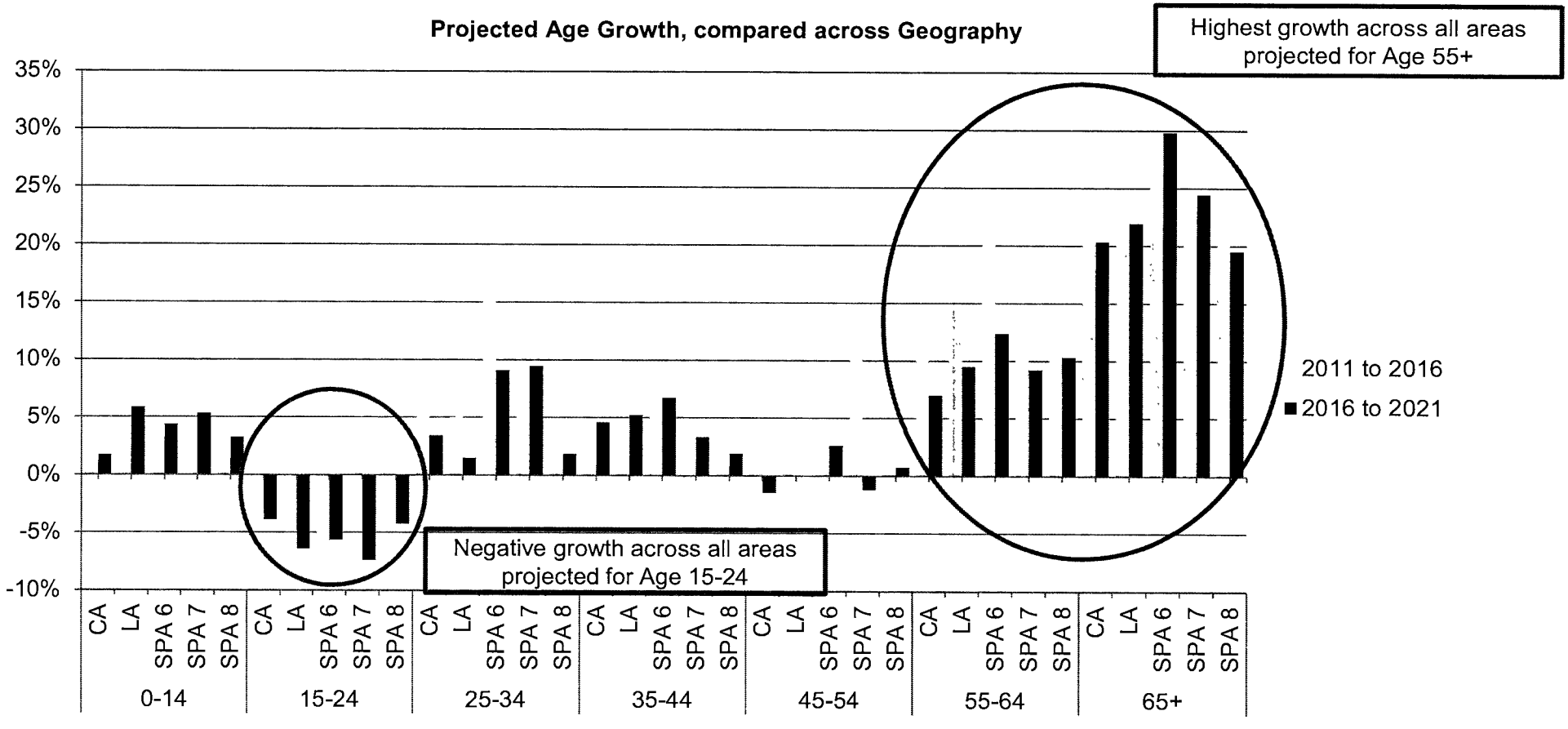
In SPA 7 the 65+ demographic is projected to increase 23% from 2011-2016 and another 24% from 2016-2021). In SPA 8 the rates are projected to increase 24% from 2011-2016 slowing to 19% from 2016-2021.



U.S. Census Bureau, American Community Survey 2010, Public Use Microdata Sample

* These projections are 5 year estimates from July 1, 2011 to July 1, 2016 and from July 1, 2016 to July 1, 2021

Demographic Projections



U.S. Census Bureau, American Community Survey 2010, Public Use Microdata Sample

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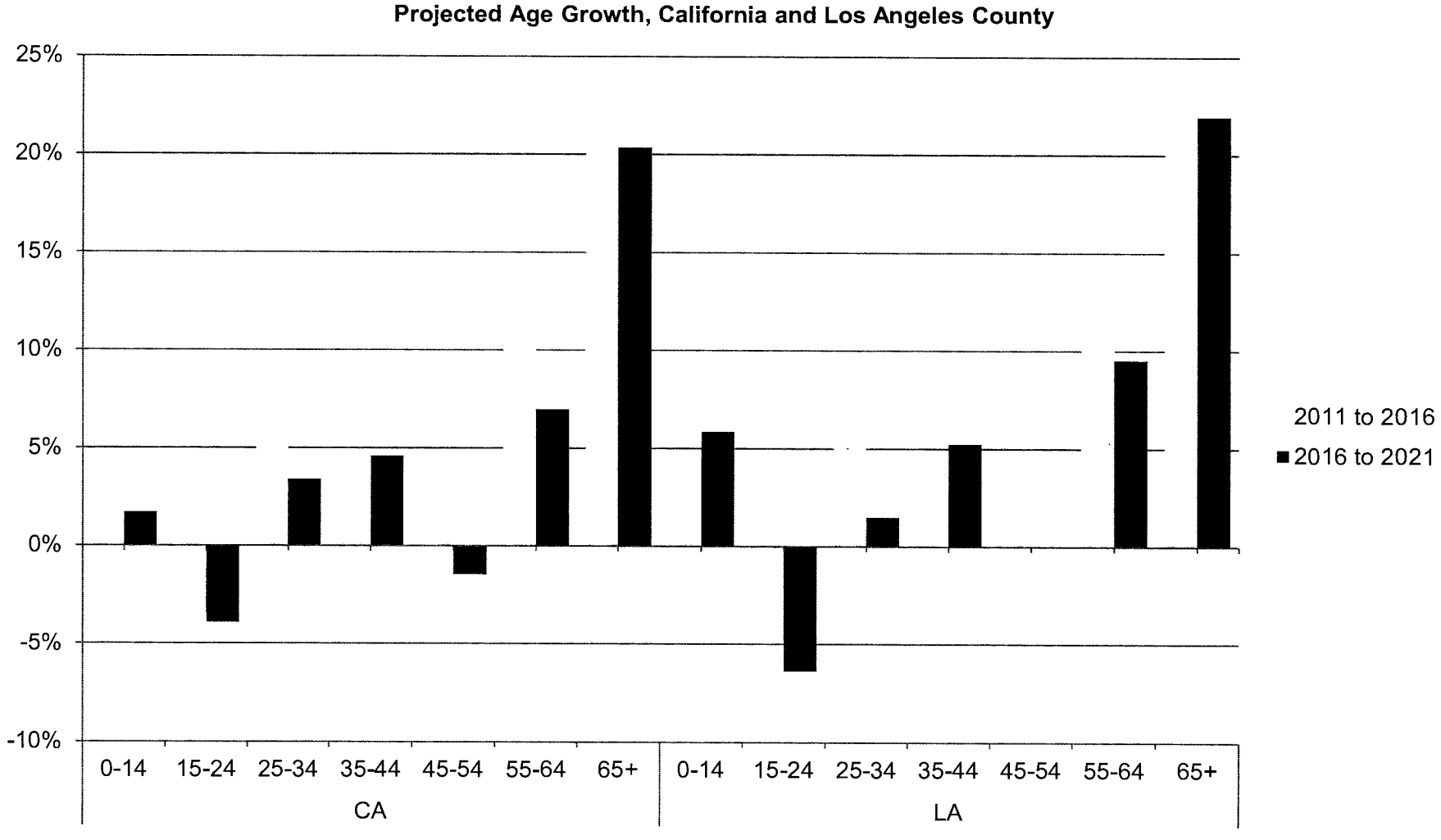
Demographic Projections



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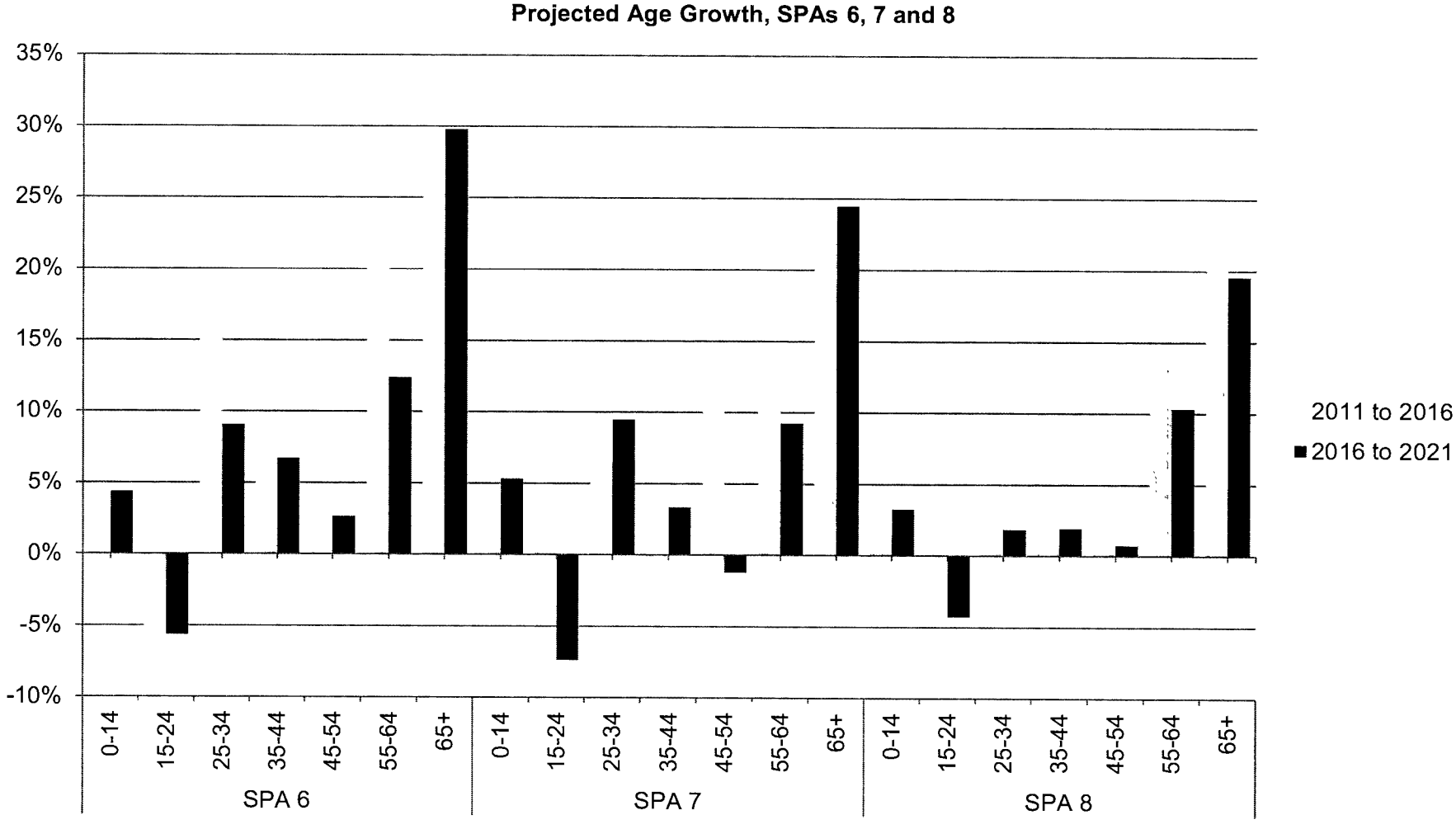
Demographic Projections



U.S. Census Bureau, American Community Survey 2010, Public Use Microdata Sample

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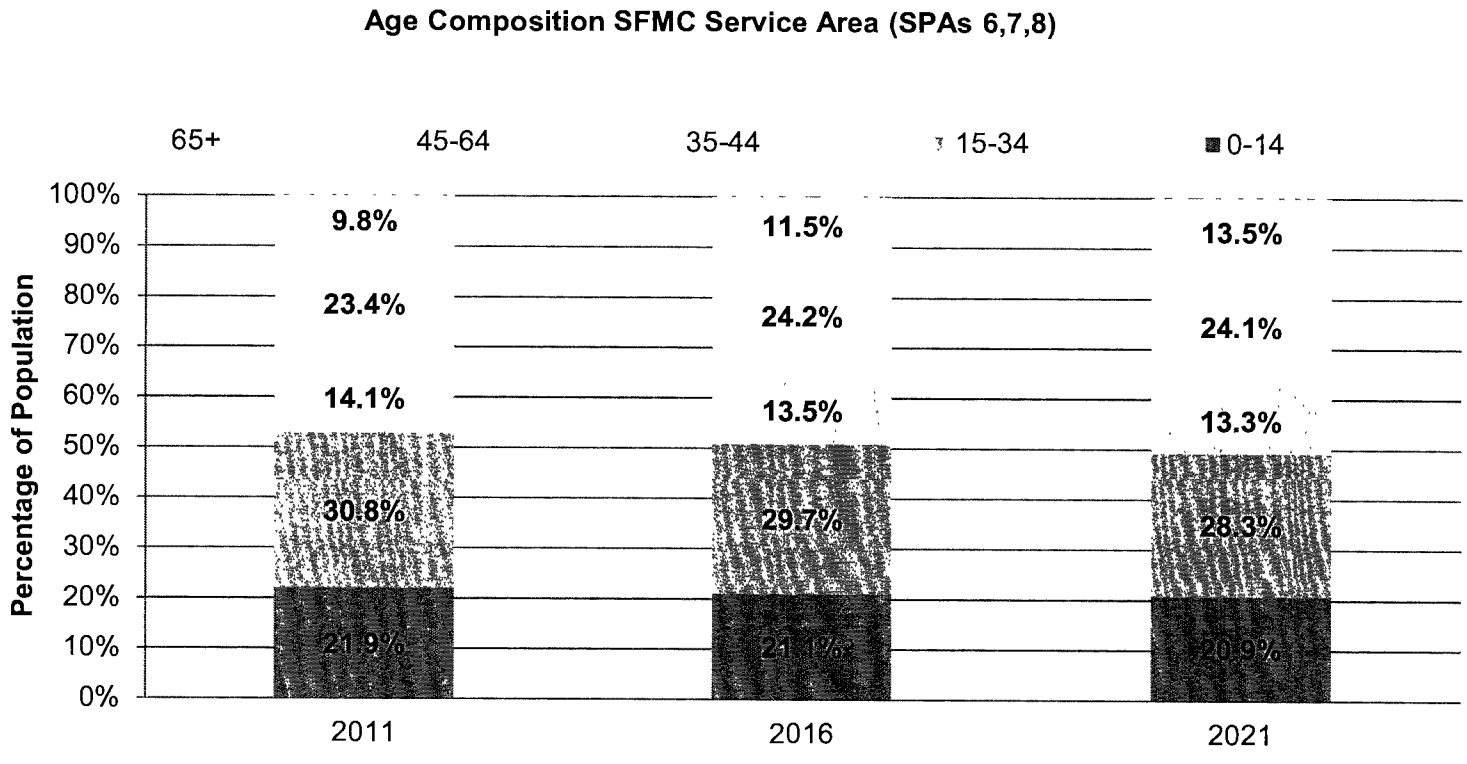
Demographic Projections



U.S. Census Bureau, American Community Survey 2010, Public Use Microdata Sample

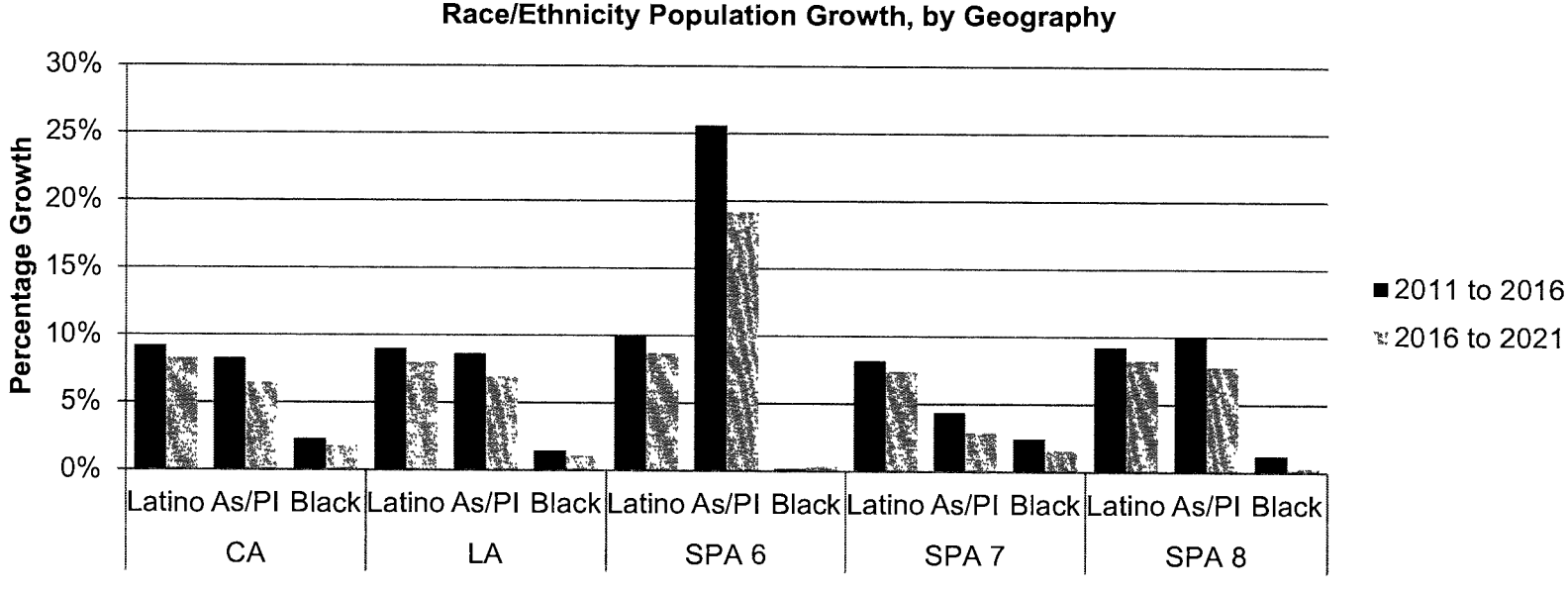
* These projections are 5 year estimates from July 1, 2011 to July 1, 2016 and from July 1, 2016 to July 1, 2021

Demographic Projections

Population Growth by Race/Ethnicity

The Asian/Pacific Islander population is projected to increase at the highest rate in SPA 6 (26% from 2011-2016 and 19% 2016-2021.) far outpacing both the state and LA County.

In the SFMC service area Hispanics are projected to remain the largest demographic group, increasing from 56.8% in 2011 to 59.8% in 2021. The black population is projected to decrease slightly from 13% in 2011 to 11.8% in 2021, while Asian/Pacific Islanders are projected to increase slightly from 9.9% to 10.3% of the overall population.



U.S. Census Bureau, American Community Survey 2010, Public Use Microdata Sample

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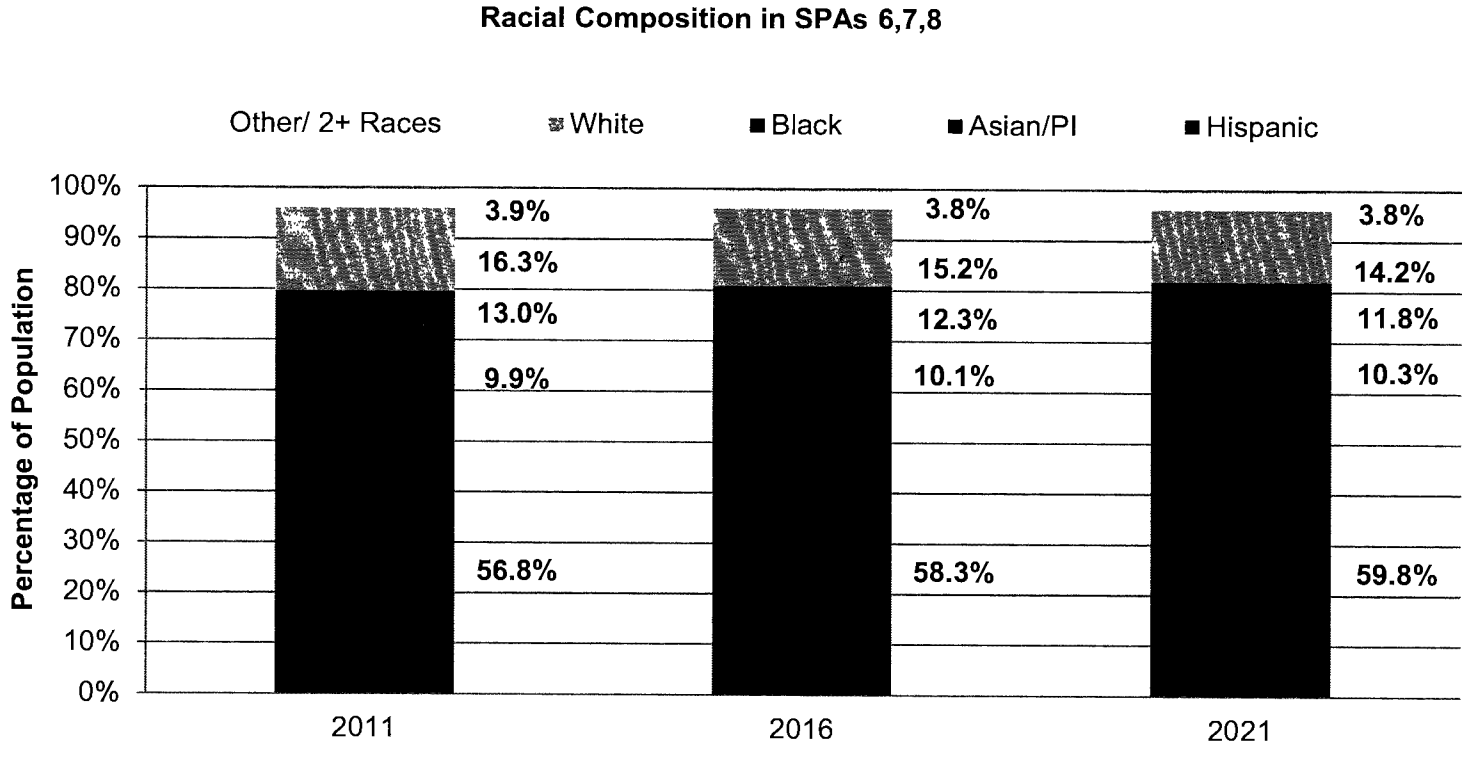
Demographic Projections



U.S. Census Bureau, American Community Survey 2010, Public Use Microdata Sample

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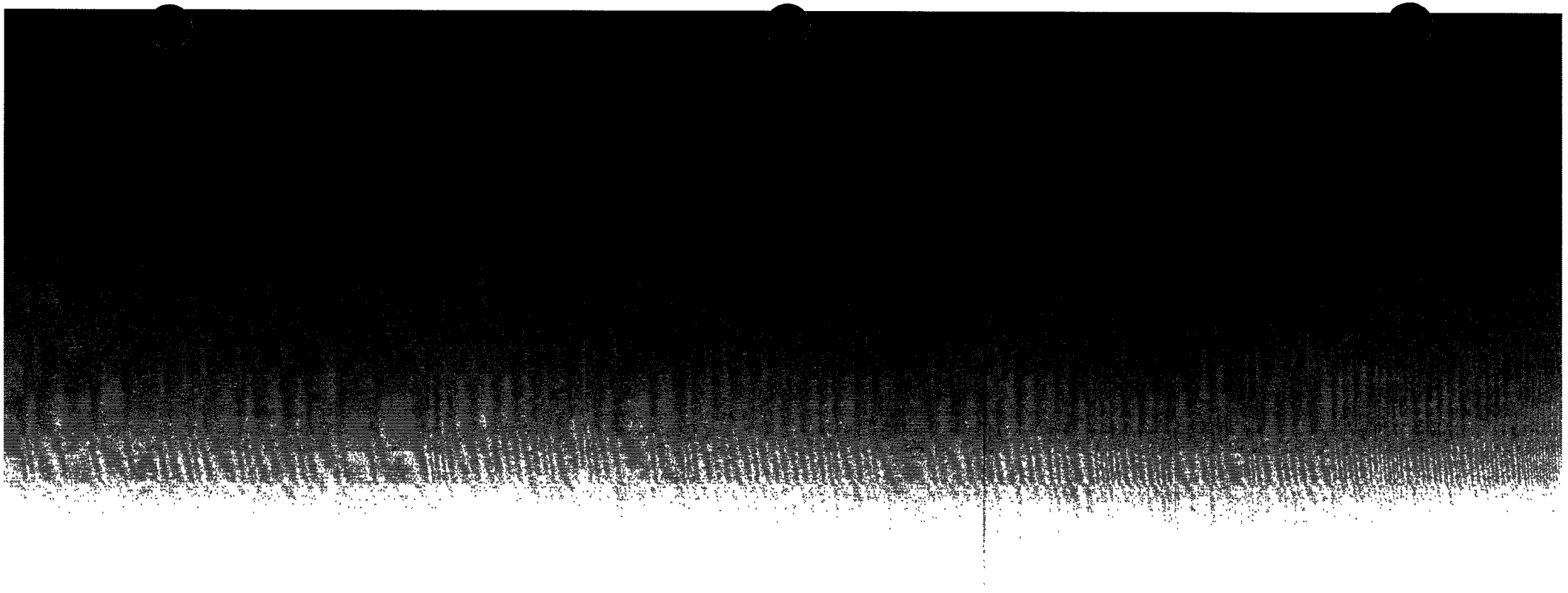


APPENDIX

Mortality SFMC Service Area by Zip Code

Number of Deaths by SFMC ZIP Code of Decedent's Residence
By Sex and Age of Decedent California, 2010

ZIP CODES	TOTAL DEATHS	SEX		AGE										
		M	F	<1	1-4	5-14	15-24	25-34	35-44	45-54	55-64	65-74	75-84	85+
90001	230	111	119	9	1	2	9	5	14	19	38	29	46	58
90002	259	121	138	14	2	1	9	13	9	32	41	38	42	58
90003	316	170	146	9	2	3	13	19	18	50	66	46	44	46
90011	321	186	135	14	-	3	17	13	16	44	50	49	58	57
90044	473	258	215	14	-	2	17	18	18	53	92	89	88	82
90047	452	240	212	6	2	-	16	11	21	43	64	89	106	94
90058	11	6	5	-	1	-	1	-	-	2	3	2	1	1
90059	222	102	120	5	-	-	7	10	17	20	45	27	47	44
90061	162	89	73	6	1	-	8	4	6	17	20	24	39	37
90201	335	189	146	7	1	5	15	12	24	34	57	53	58	69
90220	293	153	140	2	1	1	9	10	10	36	46	49	75	54
90221	224	123	101	5	4	2	11	9	17	27	36	51	34	28
90222	166	86	80	2	1	-	5	5	9	19	23	34	30	38
90240	148	69	79	-	-	1	3	-	1	12	8	13	35	75
90242	232	101	131	1	-	1	4	7	9	9	31	42	48	80
90255	249	132	117	5	-	1	7	9	13	24	44	31	68	47
90262	242	141	101	3	1	2	8	9	17	26	45	46	45	40
90270	101	55	46	1	1	1	1	3	7	11	14	17	24	21
90280	364	209	155	4	1	5	13	10	15	28	72	70	67	79
90706	412	230	182	2	-	1	6	9	22	39	53	79	89	112
90723	230	113	117	5	-	2	3	3	15	26	36	44	44	52
90805	430	233	197	7	2	2	9	13	18	66	79	79	78	77
TOTAL	5,872	3,117	2,755	121	21	35	191	192	296	637	963	1,001	1,166	1,249

* NOTE: ZIP CODES WITH FEWER THAN FIVE DEATHS ARE NOT LISTED.

Mortality SFMC Service Area by Zip Code

Number of Deaths by SFMC ZIP Code of Decedent's Residence
By Cause of Death California, 2010

ZIP CODES	TOTAL DEATHS	(See Footnotes for definitions of abbreviations.)												
		HTD	CAN	STK	CLD	ALZ	INJ	DIA	PNF	LIV	SUI	HYP	NEP	OTH
90001	230	57	56	14	7	3	11	4	4	13	1	8	4	48
90002	259	70	48	15	8	4	7	12	8	4	4	10	7	62
90003	316	74	74	12	17	4	8	9	9	9	5	8	7	80
90011	321	86	74	22	7	4	17	12	12	10	6	5	8	58
90044	473	137	99	29	17	8	24	21	14	14	4	12	9	85
90047	452	136	109	20	22	12	11	19	15	5	3	6	12	82
90058	11	3	2	2	-	-	1	-	-	1	2	-	-	-
90059	222	57	47	12	7	2	5	6	12	4	2	6	7	55
90061	162	45	32	11	9	4	3	6	6	3	1	3	4	35
90201	335	98	67	16	16	3	15	18	4	15	2	4	8	69
90220	293	76	69	16	17	8	8	9	8	4	2	9	7	60
90221	224	47	63	10	9	7	7	14	3	12	1	4	6	41
90222	166	44	39	11	7	2	11	11	9	3	-	4	5	20
90240	148	44	31	13	9	10	4	3	10	3	1	3	3	14
90242	232	70	50	17	9	6	6	8	4	6	4	4	6	42
90255	249	56	56	16	9	5	10	20	6	11	2	6	7	45
90262	242	65	53	23	8	1	8	8	10	11	5	-	6	44
90270	101	21	24	7	3	5	3	8	7	2	1	1	5	14
90280	364	96	101	22	17	10	9	21	9	13	8	4	7	47
90706	412	91	116	28	31	16	8	15	11	18	2	1	9	66
90723	230	67	51	12	12	4	7	10	8	8	2	5	14	30
90805	430	117	104	23	17	13	17	15	9	12	11	12	6	74
TOTAL	5,872	1,557	1,365	351	258	131	200	249	178	181	69	115	147	1,071

* NOTE: ZIP CODES WITH FEWER THAN FIVE DEATHS ARE NOT LISTED.

Cause of Death Definitions and ICD-10 Codes (International Classification of Diseases, Revision 10)

HTD	Diseases of the Heart	I00-I09, I11, I13, I20-I51
CAN	Malignant Neoplasms (Cancer)	C00-C97
STK	Cerebrovascular Disease (Stroke)	I60-I69
CLD	Chronic Lower Respiratory Disease	J40-J47
ALZ	Alzheimer's Disease	G30
INJ	Unintentional Injuries (Accidents)	V01-X59, Y85-Y86
DIA	Diabetes Mellitus	E10-E14
PNF	Influenza and Pneumonia	J09-J18
LIV	Chronic Liver Disease and Cirrhosis	K70, K73-K74
SUI	Intentional Self Harm (Suicide)	U03, X60-X84, Y87.0
HYP	Essential Hypertension & Hypertensive Renal Disease	I10, I12, I15
NEP	Nephritis, Nephrotic Syndrome and Nephrosis	N00-N07, N17-N19, N25-N27
OTH	All Other Causes	Residual Codes

Community Area "At-A-Glance" Characteristics

I. "At-A-Glance" Characteristics

Demographic Characteristics	Huntington Park	Bell	Cudahy	Bell Gardens	Compton	Downey	Lynwood	Maywood	Southgate	Los Angeles	LA County
Total Households	14,455	8,974	5,649	9,940	23,283	33,374	15,270	6,430	23,718	24,005	3,218,518
% of Households w/ subfamilies	**13%**	10%	9%	11%	**14%**	6%	**13%**	11%	11%	**13%**	6%
Total Population	58,471	35,170	23,846	42,294	95,761	111,329	69,818	27,454	94,586	101,269	9,787,747
% Workers	42%	38%	38%	39%	37%	45%	37%	40%	40%	37%	46%
% Enrolled in School (pre-k thru 12)	25%	27%	30%	29%	27%	22%	27%	26%	25%	28%	20%
Diversity Characteristics	**Huntington Park**	**Bell**	**Cudahy**	**Bell Gardens**	**Compton**	**Downey**	**Lynwood**	**Maywood**	**Southgate**	**Los Angeles**	**LA County**
Foreign born	30,150	16,458	11,505	19,015	29,706	39,192	28,660	13,333	42,619	40,052	3,481,731
% Foreign born	52%	47%	48%	45%	31%	35%	41%	49%	45%	40%	36%
Household Characteristics	**Huntington Park**	**Bell**	**Cudahy**	**Bell Gardens**	**Compton**	**Downey**	**Lynwood**	**Maywood**	**Southgate**	**Los Angeles**	**LA County**
Total Dwellings	15,153	9,573	5,879	10,278	24,879	34,713	16,312	6,763	24,692	26,087	3,437,584
% Homeowners	28%	27%	16%	26%	**55%**	**52%**	48%	26%	44%	39%	48%
% Below poverty (past 12 months)	**25%**	**24%**	**28%**	**25%**	**24%**	11%	22%	**26%**	20%	**30%**	16%
% Overcrowded (>1 person/ room)	**41%**	28%	**35%**	**33%**	23%	12%	**30%**	**36%**	25%	**31%**	12%
Education Characteristics	**Huntington Park**	**Bell**	**Cudahy**	**Bell Gardens**	**Compton**	**Downey**	**Lynwood**	**Maywood**	**Southgate**	**Los Angeles**	**LA County**
Total Population (Age 25+)	32,426	19,252	12,473	22,538	51,619	69,933	38,003	14,667	53,813	52,624	6,318,305
% Bachelor's Degree	5%	4%	2%	4%	5%	**13%**	3%	2%	5%	3%	19%
Workforce Characteristics	**Huntington Park**	**Bell**	**Cudahy**	**Bell Gardens**	**Compton**	**Downey**	**Lynwood**	**Maywood**	**Southgate**	**Los Angeles**	**LA County**
Civilian Labor Force (Age 16+)	27,376	14,849	10,173	18,084	41,042	55,542	29,086	12,408	43,426	40,716	4,947,492
% Unemployment	10%	9%	10%	9%	**14%**	10%	11%	11%	12%	9%	9%
Median income (past 12 months)	**17,778**	19,083	19,119	18,296	18,822	**26,665**	17,998	17,927	19,693	17,332	25,343

Community Areas by Diversity Characteristics

II. Diversity Characteristics

Household Language	Huntington Park	Bell	Cudahy	Bell Gardens	Compton	Downey	Lynwood	Maywood	Southgate	Los Angeles	LA County
English only	4%	9%	6%	6%	46%	31%	16%	5%	9%	27%	46%
Spanish	94%	88%	94%	93%	53%	58%	84%	94%	89%	72%	34%
Asian/Pacific Islander	1%	1%	0%	0%	0%	6%	1%	0%	1%	0%	12%
Other Language	1%	3%	0%	1%	1%	7%	0%	1%	2%	1%	16%
Households in Linguistic Isolation	**Huntington Park**	**Bell**	**Cudahy**	**Bell Gardens**	**Compton**	**Downey**	**Lynwood**	**Maywood**	**Southgate**	**Los Angeles**	**LA County**
% of Spanish	**35%**	**37%**	**38%**	**33%**	29%	17%	29%	**41%**	**30%**	**30%**	27%
% of Asian/PI	17%	2%	**59%**	0%	29%	23%	7%	**100%**	13%	23%	33%
% of Other	**64%**	**47%**	0%	0%	0%	21%	**45%**	22%	0%	0%	24%
Year of Entry (Foreign-born only)	**Huntington Park**	**Bell**	**Cudahy**	**Bell Gardens**	**Compton**	**Downey**	**Lynwood**	**Maywood**	**Southgate**	**Los Angeles**	**LA County**
Post-2000	17%	20%	20%	17%	20%	18%	18%	22%	14%	21%	23%
1990-1999	30%	26%	30%	30%	31%	19%	26%	26%	24%	29%	26%
1980-1989	28%	28%	33%	29%	27%	30%	29%	24%	30%	28%	27%
pre-1980	25%	26%	17%	25%	22%	33%	27%	27%	32%	22%	24%
Ancestry	**Huntington Park**	**Bell**	**Cudahy**	**Bell Gardens**	**Compton**	**Downey**	**Lynwood**	**Maywood**	**Southgate**	**Los Angeles**	**LA County**
Arab	0%	2%	0%	0%	0%	1%	0%	0%	0%	0%	1%
Dutch	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
English	0%	0%	0%	0%	0%	2%	0%	0%	0%	0%	3%
French	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%
German	0%	0%	0%	0%	0%	2%	1%	0%	0%	0%	3%
Greek	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Irish	0%	1%	0%	0%	0%	1%	0%	0%	0%	0%	3%
Italian	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	2%
Polish	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%
Russian	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	1%
Subsaharan African	0%	0%	0%	0%	4%	0%	1%	0%	0%	0%	1%
West Indian	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Community Areas by Household Characteristics

III. Household Characteristics

Ratio of Household Income to Poverty Level	Huntington Park	Bell	Cudahy	Bell Gardens	Compton	Downey	Lynwood	Maywood	Southgate	Los Angeles	LA County
% Under 100% of poverty level	**25%**	**24%**	**28%**	**25%**	**24%**	11%	22%	**26%**	20%	**30%**	16%
% Between 100% to 199% of poverty level	**37%**	**35%**	**32%**	**37%**	**32%**	21%	**34%**	**34%**	**31%**	**33%**	22%
% Over 200% of poverty level	37%	41%	40%	38%	43%	**67%**	44%	41%	49%	37%	62%
Household Size	Huntington Park	Bell	Cudahy	Bell Gardens	Compton	Downey	Lynwood	Maywood	Southgate	Los Angeles	LA County
% 1 persons	14%	12%	10%	12%	18%	24%	14%	12%	15%	15%	30%
% 2 persons	19%	19%	17%	13%	16%	20%	15%	16%	17%	14%	21%
% 3 persons	21%	18%	19%	18%	15%	19%	17%	20%	20%	18%	16%
% 4 persons	18%	20%	19%	19%	16%	16%	20%	21%	22%	20%	11%
% 5 persons	12%	16%	14%	17%	13%	9%	15%	16%	14%	14%	6%
% 6 persons	12%	7%	14%	12%	11%	4%	10%	10%	7%	10%	4%
% 7+ persons	75%	76%	90%	80%	49%	49%	56%	78%	58%	66%	54%
Subfamily Characteristics	Huntington Park	Bell	Cudahy	Bell Gardens	Compton	Downey	Lynwood	Maywood	Southgate	Los Angeles	LA County
Number of Subfamilies	1,862	897	513	1,058	3,146	2,132	2,025	738	2,697	3,002	189,729
% Married-couple subfamily	29%	41%	27%	32%	25%	41%	32%	19%	33%	32%	39%
% Mother-child subfamily	55%	52%	66%	55%	61%	51%	56%	68%	59%	53%	49%
% Father-child subfamily	16%	7%	7%	13%	13%	8%	12%	13%	7%	16%	12%
Number of Units per Household Dwelling	Huntington Park	Bell	Cudahy	Bell Gardens	Compton	Downey	Lynwood	Maywood	Southgate	Los Angeles	LA County
% 1	52%	67%	55%	74%	78%	62%	68%	67%	70%	70%	56%
% 2	5%	4%	2%	3%	3%	2%	3%	4%	3%	6%	2%
% 3-4	9%	8%	6%	7%	6%	3%	8%	10%	11%	9%	6%
% 5-9	13%	8%	9%	6%	5%	7%	10%	9%	8%	7%	8%
% 10-19	9%	4%	9%	4%	3%	7%	6%	4%	3%	2%	8%
% 20-49	8%	3%	10%	1%	1%	10%	4%	3%	2%	2%	9%
% 50+	6%	1%	2%	2%	2%	8%	1%	3%	1%	3%	9%
% Mobile home	0%	4%	7%	3%	2%	1%	1%	0%	1%	1%	2%

Community Areas by Education Characteristics

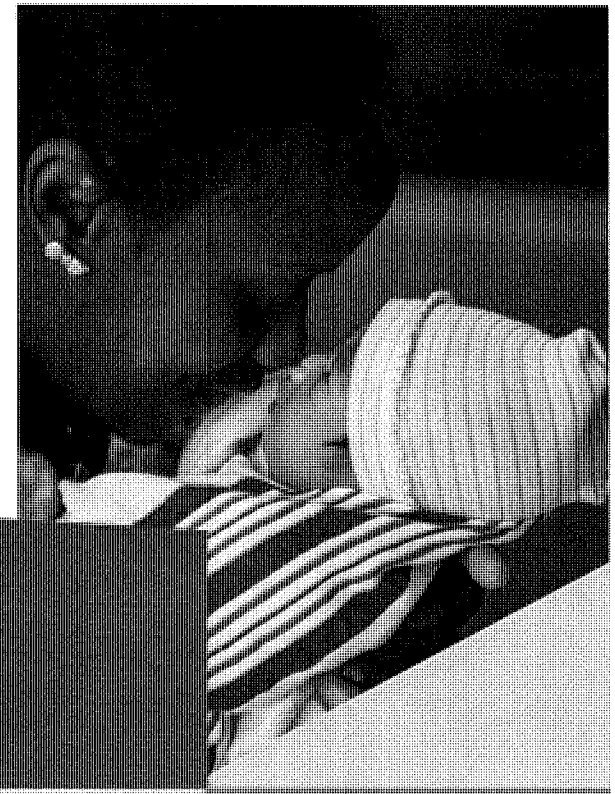
IV. Education Characteristics

Highest Education (Age 25+)	Huntington Park	Bell	Cudahy	Bell Gardens	Compton	Downey	Lynwood	Maywood	Southgate	Los Angeles	LA County
Less than High School	**58%**	**58%**	**61%**	**58%**	**42%**	25%	**51%**	**62%**	**49%**	**56%**	24%
High school or equivalent	21%	22%	24%	22%	26%	28%	27%	**20%**	26%	24%	21%
Some College	15%	15%	12%	14%	25%	**28%**	18%	15%	19%	16%	26%
Bachelor's Degree	**5%**	**4%**	**2%**	**4%**	**5%**	13%	**3%**	**2%**	**5%**	**3%**	19%
Graduate Degree	**1%**	**1%**	**1%**	**1%**	**2%**	**5%**	**1%**	**1%**	**2%**	**1%**	10%

Community Areas by Workforce Characteristics

V. Workforce Characteristics

Industry of Employment	Huntington Park	Bell	Cudahy	Bell Gardens	Compton	Downey	Lynwood	Maywood	Southgate	Los Angeles	LA County
Agriculture, forestry, fishing and hunting, and mining:	0%	2%	0%	2%	1%	0%	1%	1%	1%	1%	0%
Construction	8%	9%	8%	9%	6%	7%	8%	11%	8%	9%	6%
Manufacturing	23%	20%	23%	19%	18%	12%	21%	20%	19%	19%	11%
Wholesale trade	7%	6%	3%	7%	5%	6%	6%	6%	5%	5%	4%
Retail trade	12%	13%	17%	12%	12%	12%	10%	10%	12%	12%	11%
Transportation and warehousing, and utilities:	6%	8%	13%	8%	8%	8%	10%	8%	8%	8%	5%
Information	2%	0%	1%	1%	2%	2%	1%	1%	1%	1%	4%
Finance and insurance, and real estate and rental and leasing:	3%	2%	3%	3%	4%	7%	3%	2%	5%	3%	7%
Professional, scientific, and management, and administrative and waste management services:	6%	7%	6%	9%	9%	8%	6%	10%	8%	10%	12%
Educational services, and health care and social assistance:	15%	17%	12%	13%	20%	21%	15%	13%	17%	14%	20%
Arts, entertainment, and recreation, and accommodation and food services:	10%	7%	6%	9%	7%	8%	8%	9%	8%	9%	10%
Other services, except public administration	6%	6%	6%	7%	6%	5%	7%	7%	5%	7%	6%
Public administration	2%	3%	1%	1%	4%	4%	3%	1%	2%	2%	3%



Community Health Needs Assessment

St. Francis Medical Center
August 14, 2016

St. Francis Medical Center
A Part of Verity Health | Together in Health

Humanus
Research and Evaluation

St. Francis Medical Center Community Health Needs Assessment 2016

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Introduction

An Overview

Providing compassionate, patient-centered care, St. Francis Medical Center (SFMC) is a nationally recognized 384-bed acute care facility and proud home of a state-of-the-art Level II Trauma Center—one of the largest and busiest private emergency/trauma centers in LA County. Founded in 1945, St. Francis offers a full complement of medical, surgical and therapeutic services to more than 1.2 million area residents. Our medical center receives ongoing philanthropic support from generous individuals and organizations that align with our service to the community through the St. Francis Medical Center Foundation.

Our Values

The word "verity" refers to the state of being true. For all of us associated with Verity Health System, that means we will be authentic in our interactions with our patients, their family members and with each other. We choose to align ourselves with the following values, aspiring to live into these values each day so that they may guide our actions.

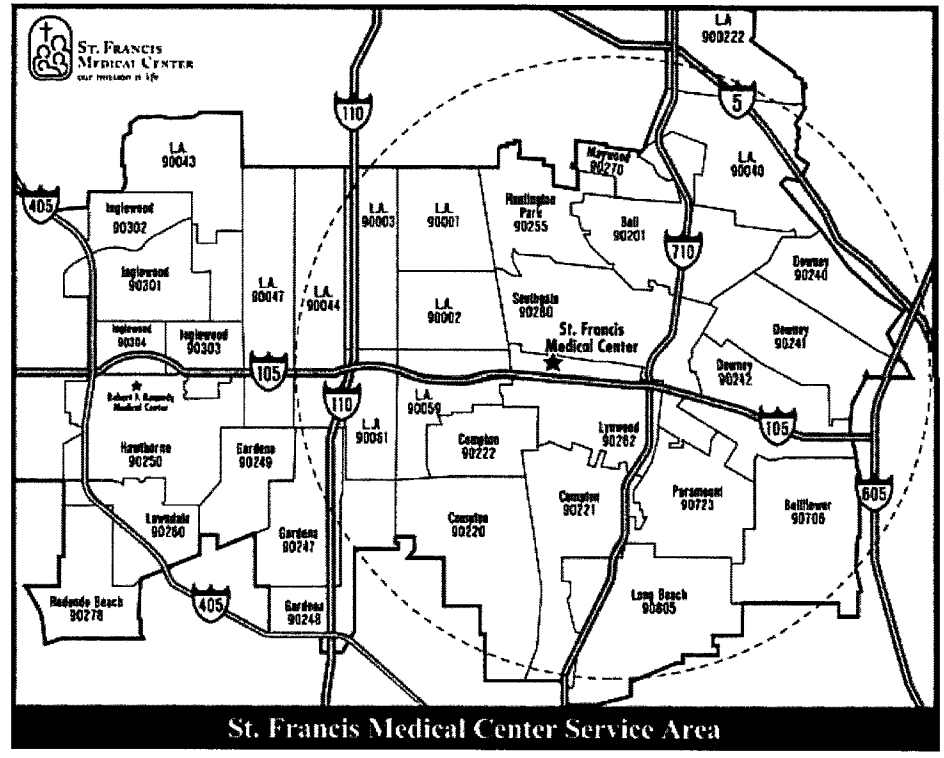
- **RESPECT**
  We demonstrate that we value others and ourselves through our words and actions.
- **CARING**
  We provide our patients and their families with compassionate, quality care, treating them and each other with kindness.
- **INTEGRITY**
  We act with honesty and transparency and do the right thing.
- **PASSION**
  We are dedicated to making a difference in the health of our communities and in the lives of those we serve.
- **STEWARDSHIP**
  We are committed to being wise stewards of our resources, creative in our approach to challenges and opportunities, and accountable for the results we want to achieve as a charitable organization.

Introduction

St. Francis Medical Center Service Area

SFMC provides quality medical care, educational programs and support services to the 1,000,000 residents of communities in Southeast Los Angeles County including Lynwood, South Gate, Downey, Huntington Park, Bell, Cudahy, Paramount, Bell Gardens, Long Beach, Maywood and Compton.

The patients of SFMC, located in Lynwood, California, generally live within a 5-mile area between the 110 Freeway on the West, the 605 Freeway on the East, the 91 Freeway on the South and the Alameda Corridor on the North.



St. Francis Medical Center Service Area

Introduction

Our Health Care Services

The Medical Center operates a 384-bed acute care hospital, with of the largest and busiest private emergency/trauma centers in Los Angeles County. We offer a full range of diagnostic and treatment services provided by 1,900 associates and 380 affiliated physicians. St. Francis is recognized for its full range of diagnostic and treatment services in specialties including cardiovascular, surgical, orthopedics, maternal-child health and trauma, and its broad array of outreach programs. Designated as an Advanced Primary Stroke Center by The Joint Commission, St. Francis Medical Center is also an Approved Receiving Center for STEMI and Stroke for Los Angeles County.

St. Francis Medical Center's specialized services include:

- 24-hour Emergency Services
- Trauma Center – Verified Level II
- Approved Primary Stroke Center by LA County EMS
- Approved STEMI Receiving Center by LA County EMS
- Approved for Emergency Pediatric Care
- Base Station for L.A. County Mobile Intensive Care Squads
- Helipad for Emergency Air Transport
- Heart and Vascular Center
  - -Cardiovascular, Endovascular and Open Heart Surgery
  - -Coronary Care Unit
  - -Pacemaker Clinic
  - -2 Cardiac Catheterization Labs
  - -3 Interventional Labs
- Inpatient and Outpatient Cancer Care Center
- Maternal-Child Health - Family Life Center
  - -Obstetrics, Gynecology, Labor and Delivery
  - -Neonatal Intensive Care
  - -Perinatal Diagnostic Services
  - -Pediatrics
- Diagnostic & Therapeutic Radiology
  - -CT Scan
  - -MRI/MRA
  - -Ultrasound
  - -3D Mammography
  - -Fluoroscopy
  - -Nuclear Medicine
  - -Radiation Therapy
  - -Interventional Radiology
- 36-bed Intensive Care Unit
- Women's Health Services
- Orthopedics/Joint Replacement
- Outpatient Ambulatory Care Services
- Acute Renal Dialysis
- Cardiopulmonary Laboratory
- Physical, Occupational and Speech Therapy
- Skilled Nursing Facility
- Behavioral Health Unit
- Children's Counseling Center
- Social Services
- Spiritual Care Services
- Patient Advocacy
- Healthy Community Initiatives
- Health Benefits Resource Center
- Wound Care Center
- Women's Imaging Center

Introduction

Ensuring Health Care Access

Now under the leadership of Verity Health System, St. Francis Medical Center looks to a bright, vibrant future that will allow us to transform the ways in which we deliver excellent medical care to our communities. In this future, we will expand and create new clinical programs, making healthcare more accessible and affordable in every market we serve, while remaining committed to providing quality, compassionate care to the patients we are privileged to serve.

SFMC serves a significantly higher number of medically indigent patients than the average health care facility. It is recognized as a disproportionate share hospital due to the number of low-income patients for which it provides care and treatment. It is of note that approximately 76 percent of SFMC's reimbursements for service are derived from Medi-Cal, Medicare, and L.A. County.

To help meet the healthcare needs of our community, we provide comprehensive medical services as well as outreach programs to address the whole person – body, mind, and spirit. Our outreach programs include a Children's Counseling Center, Health Benefits Resource Center, and Senior Wellness and Injury Prevention programs. Healthy Community Initiatives bring health screenings, immunizations, and health education though its mobile unit to more than 12,000 adults and children annually, and Vida Sana "Healthy Life" provides nutrition, stress-reduction, fitness, and healthy lifestyle sessions that target heart health, obesity, and diabetes through local church collaborations.

Introduction

Community Health Needs Assessment and Our Strategic Plan

The Community Needs Assessment is an integral part of the Medical Center's Strategic Planning process, which is managed by the Medical Center's Management Council. All strategic planning, budgeting and programming processes are focused on assuring productive use of medical center resources to respond to the changing needs of our community.

The results of the Needs Assessment are integrated into the Medical Center's long-range planning activity, as well as program specific planning. During the annual update of the Medical Center's strategic plan, data derived from the Community Needs Assessment is integrated with the external environment analysis and the organizational analysis. Additional input and information are gathered both informally and through community meetings with stakeholders and community representatives.

The data presented in the Community Health Needs Assessment and the subsequent analysis and prioritization of community needs form the foundation for SFMC's Community Benefit Plan and corresponding programs. St. Francis Medical Center's Board of Directors reviews and gives final approval of SFMC's Community Benefit Plan.

Introduction

Responding to the Needs of Our Community

Providing high quality, compassionate care for every person who seeks our care is at the heart of SFMC's mission. SFMC's ultimate goal is to dramatically improve the health of the community.

In response to the community's needs, St. Francis Medical Center's Wellness and Healthy Community Initiatives reflect:

- SFMC's values of Respect, Caring, Integrity, Passion, and Stewardship.
- A long tradition of creating innovative programs designed to meet community needs.
- An unwavering commitment to building a healthier community.
- Strong relationships with collaborative partners.
- A commitment to utilizing the most advanced technology possible while delivering services in a caring, respectful manner.

Our response requires an understanding of how key social forces, especially economic and social trends, are shaping SFMC's local community. Like most of Southern California, SFMC's service area is part of a dynamic, diverse community. This population presents a wealth of opportunity and also poses significant challenges as we seek to provide effective medical care, educational programs, and support services to residents. Innovation, flexibility, value focus, and strong collaborative relationships are essential to SFMC's efforts to build a healthier community.

How to interpret the data in this report

General Note:

The data in this report should be interpreted cautiously. Although the health indicator data may appear to suggest changes in one particular direction, there are likely several conflicting, demographic processes affecting observed patterns. For example, this report notes that there will be an increasingly elderly (age 65+) population in California over the next decade (2014-2024), at the same time that the state will continue to absorb flows of migration (which are predominantly a young adult population). Because health profiles vary among different age and race groups, health indicator data should be interpreted carefully. Health indicator data should be analyzed in consideration of the state's shifting racial and age dynamics.

Mortality Indicators:

The data for the mortality indicators are compiled from the Los Angeles County Department of Public Health, as well as the California Department of Public Health Assessment & Policy Section/Data Analysis Reporting Unit and can be compared across years to observe trends over time.

Health Indicators:

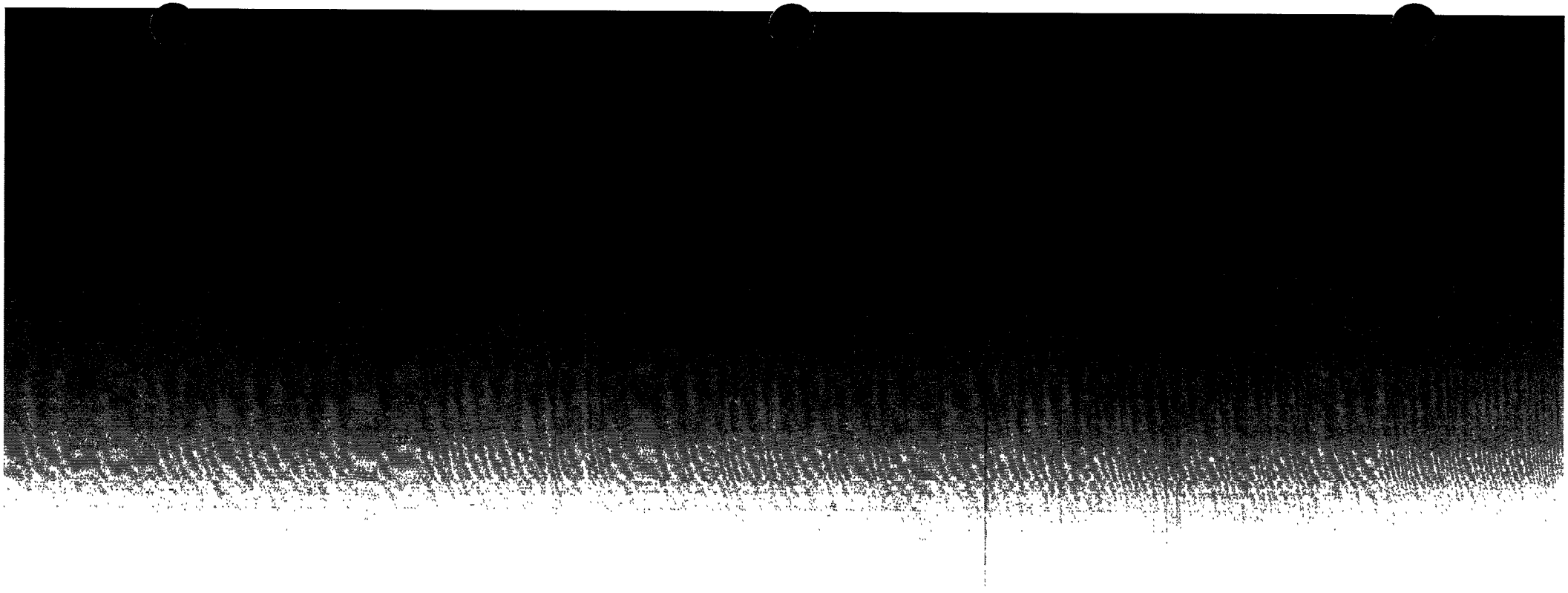
The data for the health indicators are compiled from the Key Indicator of Health reports from 2007, 2009 and 2013 as well as from the Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. Due to changes in indicator criteria from one survey to the next, these data cannot be compared across years. The California data are from the California Health Interview Survey from 2005, 2007, 2009 and 2015.

Demographic Projections:

The data for the population projections are compiled from the U.S. Census Bureau, American Community Survey 2014, Public Use Microdata Sample. The data for the community profiles are compiled from the U.S. Census Bureau, American Community Survey 2014 one-year estimates.

Focus Groups:

Supplementary data are included throughout this report from the transcripts of four focus groups that were conducted at SFMC on June 21, 2016. The groups were comprised of key stakeholders, service providers and two groups of beneficiaries (one in English and one in Spanish).



MORTALITY:
LEADING CAUSE OF DEATH

Mortality LA County (2012 [1])

Coronary heart disease [2]**:** In LA County CHD was the leading cause of death at 115 per 100,000 and the leading cause of premature death. Rates have decreased 20% from 2006-2010 (Table 1). Rates were highest among African American men (234 per 100,000, -20% from 2006-2010) and white men (172 per 100,000, -20%), followed by African American women (130 per 100,000, -21%) (Table 3).

Stroke: Stroke was the 2nd leading cause of death at 33 per 100,000 (and the 2nd leading cause of premature death. Rates have decreased 21% from 2006-2011 (Table 1). Rates were highest for African American women (47 per 100,000, -24% from 2006-2011) and men (42 per 100,000, -16%) (Table 2).

Lung Cancer [2] **:** Lung Cancer was the 3rd leading cause of death at 29 per 100,000 and the 3rd leading cause of premature death. Rates have decreased 8% from 2006-2010 (Table 1). Rates were highest for African American men (60 per 100,000, -25% from 2006-2011) and white men (40 per 100,000, -12%), followed by Asian/NHOPI men (35 per 100,000, -14%) and African American women (35 per 100,000, possibly increasing slightly) (Table 2).

COPD [2] **:** Chronic obstructive pulmonary disease (COPD) was the 4th leading cause of death at 27 per 100,000 and the 2nd leading cause of premature death for whites. Rates have decreased 7% from 2006-2010 (Table 1). Rates were highest for African American men (47 per 100,000, -13% from 2006-2011) and white men (39 per 100,000, -6%), followed by white women (36 per 100,000, possibly increasing slightly) (Table 2).

Alzheimer's: Alzheimer's was the 5th leading cause of death at 24 per 100,000 but not a leading cause of premature death.

Rates have increased 30% from 2006-2011 (Table 1). Rates were highest for white women (33 per 100,000, +31% from 2006-2011), followed by African American women (27 per 100,000, +34%) and white men (27 per 100,000, +25%) (Table 2).

Fig. 1 **LA County Mortality Trends 2006-2010**

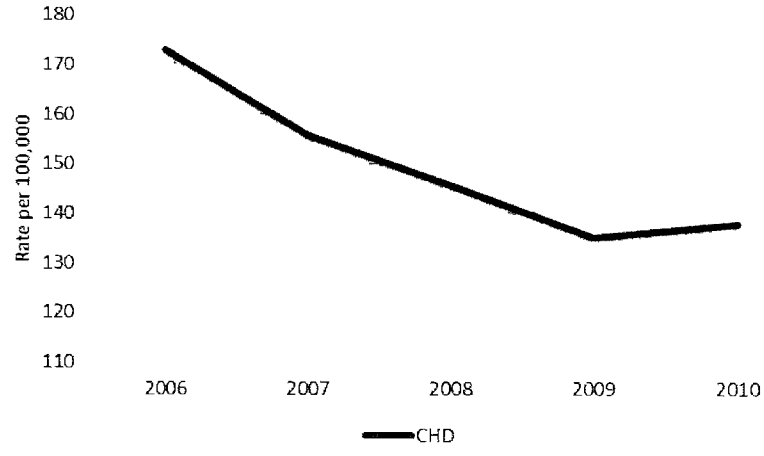
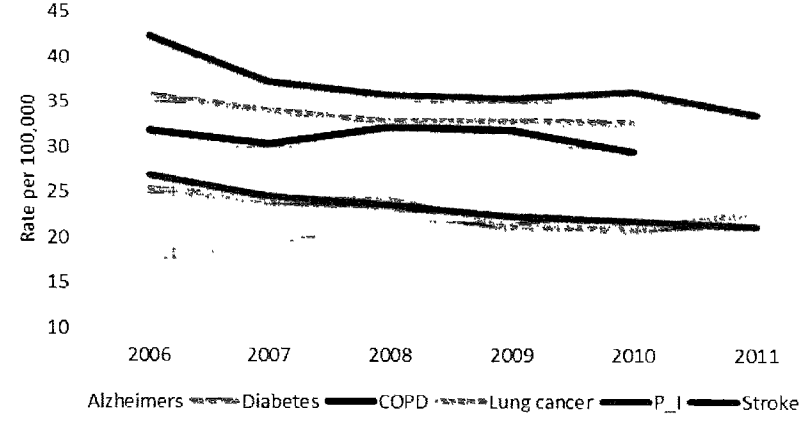


Fig. 2 **LA County Mortality Trends 2006-2011**



[1] Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. Mortality in Los Angeles County 2012: Leading causes of death and premature death with trends for 2003-2012. August 2015.
[2] Indicates change from 2006-2010 only due to changes in ICD-10 code.

Mortality LA County (2003-2012 [1])

Table 1. LA COUNTY DATA	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	% CHANGE 2006-11
MORTALITY HEALTH INDICATOR Age-adjusted rates per 100,000	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	
Alzheimer's	16	16	18	18	20	23	22	25	24	24	30%
Female breast CA	23	24	24	21	22	21	23	21	21	21	-1%
Colon cancer	18	17	17	16	15	15	15	14	14	14	
CHD	199	183	178	173	156	146	135	138	122	115	-20%[2]
Diabetes	27	26	27	26	24	24	21	21	23	22	-10%
Drug OD	6	6	5	6	7	6	7	6	6	6	
COPD	35	32	33	32	30	32	32	30	30	27	-7%[2]
Homicide	10	10	10	10	8	8	7	6	6	6	-43%
HIV	5	5	5	4	4	4	3	3	2	2	-44%
Cirrhosis	12	12	12	12	12	12	13	12	12	12	
Lung cancer	39	37	36	36	34	33	33	33	31	29	-8%[2]
MVC	10	10	10	10	9	8	7	6	6	7	
P_I	30	27	28	27	25	24	22	22	21	20	-21%
Stroke	52	50	45	42	37	36	35	36	34	33	-21%
Suicide	8	7	7	7	7	8	8	8	8	7	

2012 data not comparable to prior years

[1] Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. Mortality in Los Angeles County 2012: Leading causes of death and premature death with trends for 2003-2012. August 2015.
[2] Indicates change from 2006-2010 only due to changes in ICD-10 code.

Mortality LA County (2012 [1])

Table 2. LA County Stroke	2012	% Change 2006-2011	LA County Lung Cancer[2]	2012	% Change 2006-2011
Age-adjusted rates per 100,000	RATE		Age-adjusted rates per 100,000	RATE	
Females			Females		
White	33	-19%	White	33	-2%
Latina	30	-15%	Latina	11	
Black	47	-24%	Black	35	1%
Asian/NHOPI	27	-30%	Asian/NHOPI	18	
Males			Males		
White	30	-22%	White	40	-12%
Latino	33	-21%	Latino	19	-6%
Black	42	-16%	Black	60	-25%
Asian/NHOPI	36	-19%	Asian/NHOPI	35	-14%
LA County COPD[2]	2012	% Change 2006-2011	LA County Alzheimer's	2012	% Change 2006-2011
Age-adjusted rates per 100,000	RATE		Age-adjusted rates per 100,000	RATE	
Females			Females		
White	36	1%	White	33	31%
Latina	12		Latina	18	
Black	26	-24%	Black	27	34%
Asian/NHOPI	9		Asian/NHOPI	15	
Males			Males		
White	39	-6%	White	27	25%
Latina	18	-9%	Latina	17	
Black	47	-13%	Black	21	23%
Asian/NHOPI	22	-14%	Asian/NHOPI	9	

[1] Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. Mortality in Los Angeles County 2012: Leading causes of death and premature death with trends for 2003-2012. August 2015.
[2] Indicates change from 2006-2010 only due to changes in ICD-10 code.

Mortality LA County (2012 [1])

Table 3. LA County CHD[2]	2012	% Change 2006-2010
Age-adjusted rates per 100,000	RATE	
Females		
White	98	-23%
Latina	71	-16%
Black	130	-21%
Asian/NHOPI	57	-18%
Males		
White	172	-20%
Latino	110	-17%
Black	234	-20%
Asian/NHOPI	101	-10%

Table 4. Leading causes of premature death LA County 2012

Females	1	2	3	4	5
White	CHD	Breast CA	Lung cancer	Drug OD	Suicide
Latina	Breast CA	CHD	MVC	Liver Dis/ Cirrhosis	Diabetes
Black	CHD	Breast CA	Lung cancer	Diabetes	Stroke
Asian	Breast CA	Lung cancer	Stroke	CHD	Suicide
NHOPI[3]	CHD	Stroke	MVC	Uterine cancer	Diabetes
Males	1	2	3	4	5
White	CHD	Suicide	Drug OD	Liver Dis/ Cirrhosis	MVC
Latino	Homicide	CHD	MVC	Liver Dis/ Cirrhosis	Suicide
Black	Homicide	CHD	MVC	Lung cancer	Diabetes
Asian	CHD	Suicide	Stroke	Lung cancer	MVC
NHOPI[3]	CHD	Homicide	Stroke	MVC	Lung cancer

[1] Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. Mortality in Los Angeles County 2012: Leading causes of death and premature death with trends for 2003-2012. August 2015.
[2] Indicates change from 2006-2010 only due to changes in ICD-10 code.
[3] Combined years 2011-2012 due to sample size.

Mortality SPA 6 (2012 [1])

Coronary heart disease [2]**:** In SPA 6, CHD was the leading cause of death at 142 per 100,000 (= LAC rate) and the 2nd leading cause of premature death. Rates have decreased 23% from 2006-2010 (Table 5). The South (between 199-258) and Southwest (between 199-258) health districts had the highest rates.

Stroke: Stroke was the 2nd leading cause of death at 44 per 100,000 (> LAC rate) and the 6th leading cause of premature death. Rates have decreased 15% from 2006-2011 (Table 5). The Compton (between 40-61) and South (between 45-76) health districts had the highest rates.

Lung Cancer [2]**:** Lung Cancer was the 3rd leading cause of death at 37 per 100,000 (> LAC rate) and the 7th leading cause of premature death. Rates have decreased 5% from 2006-2010 (Table 5). The Compton (between 35-54) and Southwest (between 30-44) health districts had the highest rates.

Diabetes: Diabetes was the 4th leading cause of death at 36 per 100,000 (> LAC rate) and the 5th leading cause of premature death. Rates have decreased 10% from 2006 to 2011 (Table 5). The South (between 35-63) and Compton (between 33-52) health districts had the highest rates.

COPD [2]**:** COPD was the 5th leading cause of death at 29 per 100,000 (> LAC rate) and the 13th leading cause of premature death. Rates have increased 4% from 2006-2010 (Table 5). The Compton (between 22-39) and South (between 20-43) health districts had the highest rates.

Fig. 3 **SPA 6 Mortality Trends 2006-2010**

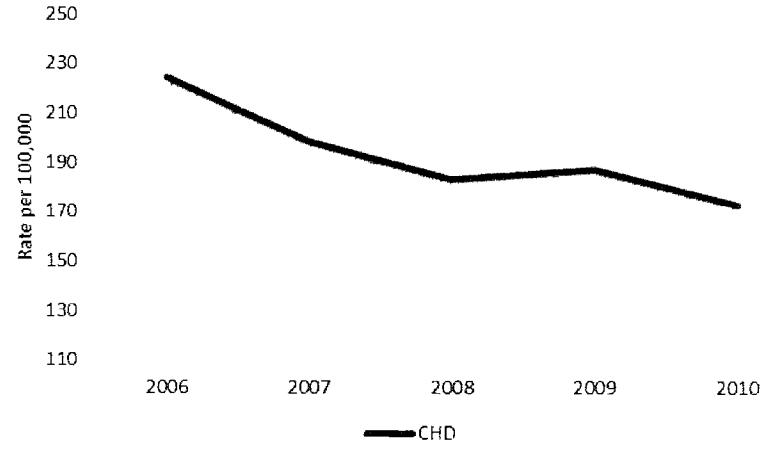
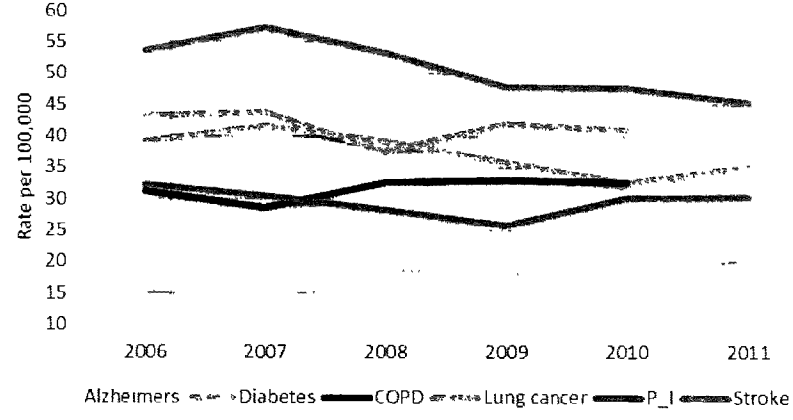


Fig. 4 **SPA 6 Mortality Trends 2006-2011**



[1] Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. Mortality in Los Angeles County 2012: Leading causes of death and premature death with trends for 2003-2012. August 2015.
[2] Indicates change from 2006-2010 only due to changes in ICD-10 code.

Mortality SPA 6 (2003-2012 [1])

Table 5. SPA 6 DATA	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	% CHANGE 2006-11
MORTALITY HEALTH INDICATOR Age-adjusted rates per 100,000	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	
Alzheimer's	13	18	17	16	14	19	19	17	22	20	
Female breast CA	26	29	30	28	25	26	30	29	27	22	-1%
Colon cancer	22	24	21	22	17	19	21	17	17	19	
CHD	260	234	223	224	199	183	187	173	155	142	-23%[2]
Diabetes	46	41	46	39	42	39	36	33	35	36	-10%
Drug OD	7	5	8	6	9	8	9	6	6	6	
COPD	33	34	35	31	29	33	33	33	33	29	4%[2]
Homicide	30	33	35	29	23	22	18	17	17	17	
HIV	12	13	9	7	9	10	8	5	4	4	
Cirrhosis	15	17	14	16	17	15	17	18	18	18	
Lung cancer	47	48	47	43	44	38	42	41	40	37	-5%[2]
MVC	12	11	11	13	13	13	10	7	9	10	
P_I	31	30	29	32	31	28	26	30	30	27	-6%
Stroke	66	66	60	54	57	53	48	48	45	44	-15%
Suicide	5	5	4	5	**38**	4	5	4	4	4	

2012 data not comparable to prior years

[1] Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. Mortality in Los Angeles County 2012: Leading causes of death and premature death with trends for 2003-2012. August 2015.
[2] Indicates change from 2006-2010 only due to changes in ICD-10 code.

Mortality SPA 7 (2012 [1])

Coronary heart disease [2]**:** In SPA 7, CHD was the leading cause of death at 109 per 100,000 (< LAC rate) and the leading cause of premature death. Rates have decreased 21% from 2006-2010 (Table 6). The Bellflower (between 149-176) and East LA (between 135-169) health districts had the highest rates.

Stroke: Stroke was the 2nd leading cause of death at 36 per 100,000 (> LAC rate) and the 5th leading cause of premature death. Rates have decreased 4% from 2006-2011 (Table 6). The Bellflower (between 31-44) and San Antonio (between 31-45) health districts had the highest rates.

COPD [2]**:** COPD was the 3rd leading cause of death at 26 per 100,000 (< LAC rate) and the 16th leading cause of premature death. Rates have increased 2% from 2006-2010 (Table 6). The Bellflower (between 26-38) and San Antonio (between 23-35) health districts had the highest rates.

Diabetes: Diabetes was the 4th leading cause of death at 25 per 100,000 (> LAC rate) and the 7th leading cause of premature death. Rates have decreased 12% from 2006 to 2011 (Table 6). The East LA (between 27-44) and San Antonio (between 21-34) health districts had the highest rates.

Lung Cancer [2]**:** Lung Cancer was the 5th leading cause of death at 24 per 100,000 (< LAC rate) and the 9th leading cause of premature death. Rates have decreased 11% from 2006-2010 (Table 6). The Bellflower (between 25-37) and Whittier (between 19-30) health districts had the highest rates.

Fig. 5 **SPA 7 Mortality Trends 2006-2010**

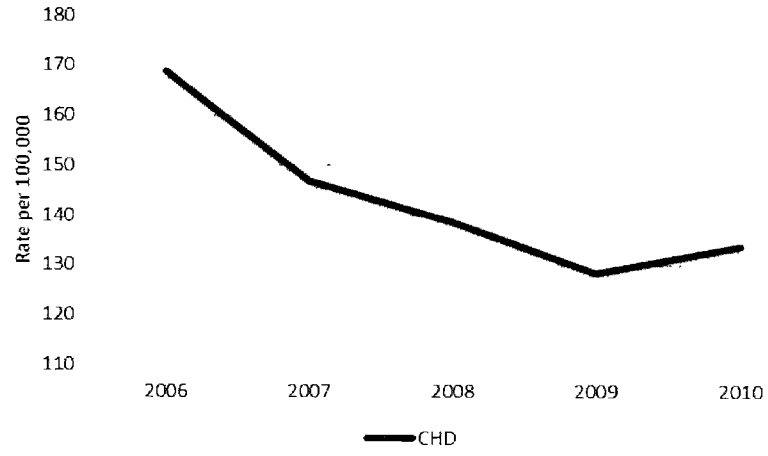
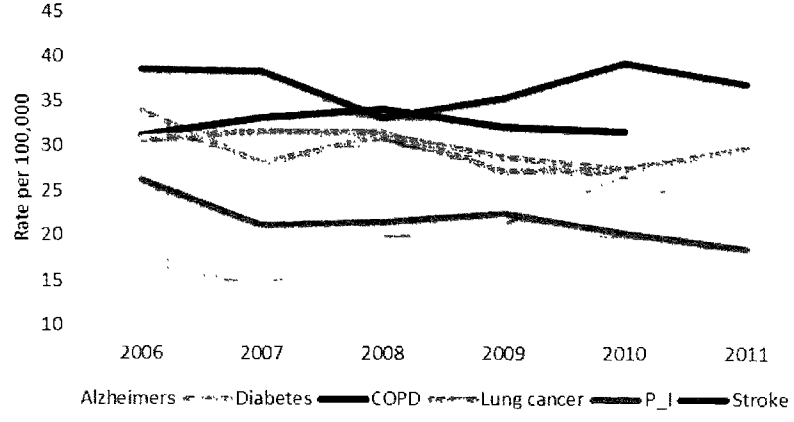


Fig. 6 **SPA 7 Mortality Trends 2006-2011**



[1] Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. Mortality in Los Angeles County 2012: Leading causes of death and premature death with trends for 2003-2012. August 2015.
[2] Indicates change from 2006-2010 only due to changes in ICD-10 code.

Mortality SPA 7 (2003-2012 [1])

Table 6. SPA 7 DATA	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	% CHANGE 2006-11
MORTALITY HEALTH INDICATOR Age-adjusted rates per 100,000	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	
Alzheimer's	13	14	14	18	15	20	22	27	22	22	25%
Female breast CA	24	22	21	20	23	18	24	18	19	21	0%
Colon cancer	15	15	14	15	14	15	13	13	15	15	
CHD	192	175	173	169	147	139	128	134	119	109	-21%[2]
Diabetes	33	34	36	34	28	31	29	28	30	25	-12%
Drug OD	6	5	4	6	6	5	6	5	3	5	
COPD	40	36	30	31	33	34	32	32	28	26	2%[2]
Homicide	8	8	9	9	8	7	7	6	6	5	
HIV	3	3	3	3	2	2	2	3	2	2	
Cirrhosis	16	16	16	14	17	17	19	18	16	16	
Lung cancer	35	35	32	31	32	32	27	28	30	24	-11%[2]
MVC	9	8	8	9	10	9	7	7	7	7	
P_I	25	25	24	26	21	22	23	20	19	21	-29%
Stroke	47	47	43	39	38	33	35	39	37	36	-4%
Suicide	7	5	6	5	5	6	7	5	6	5	

2012 data not comparable to prior years

[1] Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. Mortality in Los Angeles County 2012: Leading causes of death and premature death with trends for 2003-2012. August 2015.
[2] Indicates change from 2006-2010 only due to changes in ICD-10 code.

Mortality SPA 8 (2012 [1])

Coronary heart disease [2]**:** In SPA 8, CHD was the leading cause of death at 120 per 100,000 (< LAC rate) and the leading cause of premature death. Rates have decreased 19% from 2006-2010 (Table 7). The Long Beach (between 197-226) and Inglewood (between 154-181) health districts had the highest rates.

Stroke: Stroke was the 2nd leading cause of death at 35 per 100,000 (< LAC rate) and the 7th leading cause of premature death. Rates have decreased 19% from 2006-2011 (Table 7). The Long Beach (between 34-46) and Inglewood (between 30-43) health districts had the highest rates.

Lung Cancer [2]**:** Lung Cancer was the 3rd leading cause of death at 31 per 100,000 (> LAC rate) and the 8th leading cause of premature death. Rates have decreased 10% from 2006-2010 (Table 7). The Long Beach (between 30-42) and Torrance (between 30-39) health districts had the highest rates.

COPD [2]**:** COPD was the 4th leading cause of death at 30 per 100,000 (> LAC rate) and the 12th leading cause of premature death. Rates have decreased 1% from 2006-2010 (Table 7). The Long Beach (between 31-43) and Inglewood (between 25-36) health districts had the highest rates.

Pneumonia/Influenza: P_I was the 5th leading cause of death at 23 per 100,000 (> LAC rate) and the 21st leading cause of premature death. Rates have decreased 18% from 2006-2011 (Table 7). The Inglewood (between 21-32) and Torrance (between 20-28) health districts had the highest rates.

Fig. 7 **SPA 8 Mortality Trends 2006-2010**

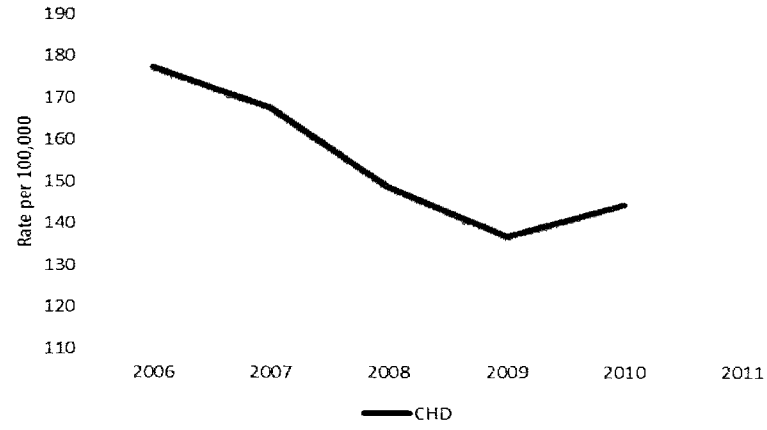
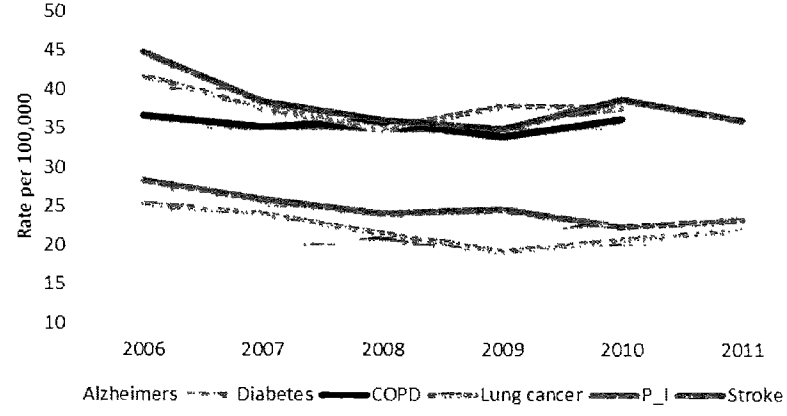


Fig. 8 **SPA 8 Mortality Trends 2006-2011**



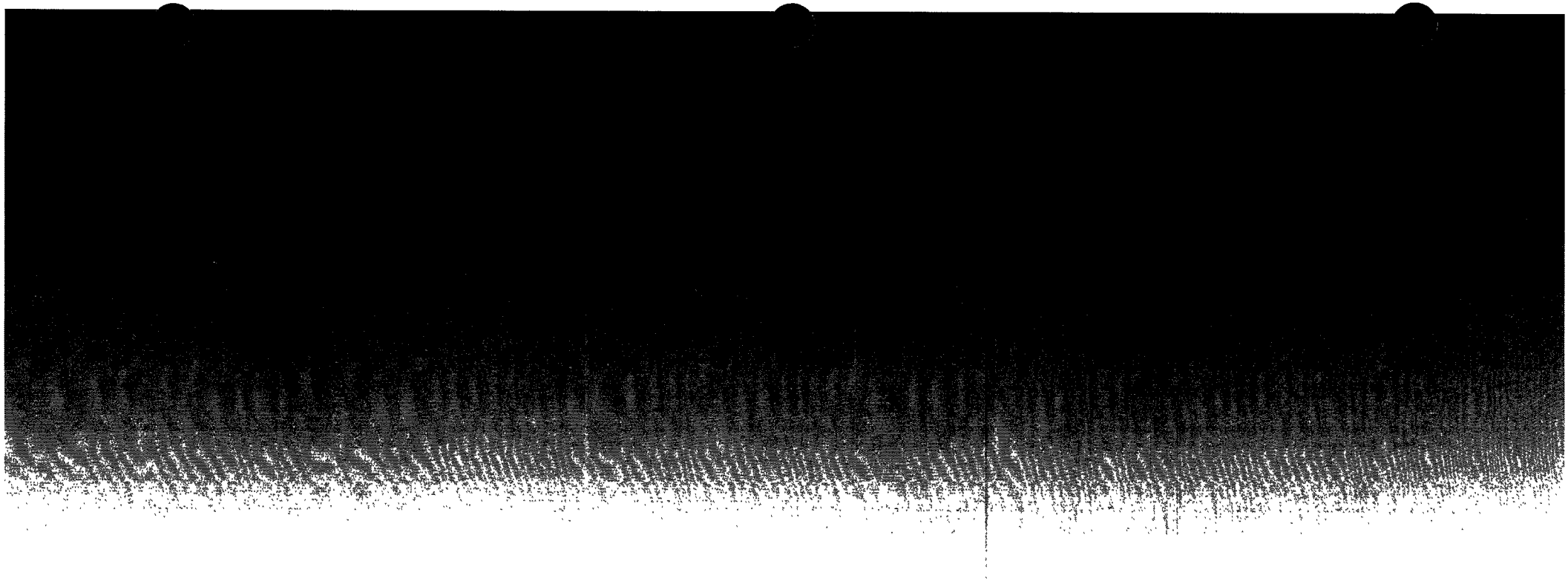
[1] Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. Mortality in Los Angeles County 2012: Leading causes of death and premature death with trends for 2003-2012. August 2015.
[2] Indicates change from 2006-2010 only due to changes in ICD-10 code.

Mortality SPA 8 (2003-2012 [1])

Table 7. SPA 8 DATA	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	% CHANGE 2006-11
MORTALITY HEALTH INDICATOR Age-adjusted rates per 100,000	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	
Alzheimer's	16	14	17	17	20	22	21	24	24	23	41%
Female breast CA	23	26	25	18	23	22	25	21	23	22	25%
Colon cancer	19	18	15	16	15	16	16	15	16	13	
CHD	219	196	189	177	168	149	137	144	127	120	-19%[2]
Diabetes	26	23	24	25	24	21	19	21	22	20	-13%
Drug OD	7	6	5	5	7	7	7	6	8	6	
COPD	42	39	42	37	35	36	34	36	35	30	-1%[2]
Homicide	12	11	10	12	9	9	9	8	8	7	
HIV	4	5	5	4	5	5	4	3	3	3	
Cirrhosis	11	10	11	11	12	11	11	12	12	12	
Lung cancer	45	41	37	42	38	35	38	38	34	31	-10%[2]
MVC	8	7	8	9	7	7	6	5	6	8	
P_I	28	24	28	28	26	24	25	22	23	23	-18%
Stroke	54	50	49	45	39	36	35	39	36	35	-19%
Suicide	8	8	8	7	7	9	7	10	8	8	

2012 data not comparable to prior years

[1] Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. Mortality in Los Angeles County 2012: Leading causes of death and premature death with trends for 2003-2012. August 2015.
[2] Indicates change from 2006-2010 only due to changes in ICD-10 code.



MORBIDITY: COMMUNICABLE DISEASES

Communicable Diseases [1]

HIV
- A total of 1,820 LAC residents were reported as newly diagnosed with HIV infection in 2013. The highest rates of HIV diagnoses, although generally decreasing, are among African American males and females
- IN the SFMC Area, HIV diagnoses and persons living with HIV (PLWH) are concentrated in SPA's 6 and 8

Gonorrhea
- A total of 14,555 cases of gonorrhea were reported in LAC in 2014, with the majority (75%) occurring in persons 15-34 years of age. The number of reported cases has risen in each of the past 5 years, which has resulted in a 51% increase from 2010 to 2014
- In 2014, the highest rates of gonorrhea were among African American males ages 20-29 and African American females ages 15-24. The rate among African American females was over 11 times higher than the rate among white females and nearly 6 times higher than Latinas

Chlamydia
- A total of 52,098 cases of chlamydia were reported in LAC in 2014. From 2010 to 2014, the number of reported cases increased by 17%
- While chlamydia rates have risen in both males and females, from 2010 to 2014, there was a 27% increase in the rate among males compared to a 7% increase in the rate among females with the highest rates among African American males ages 20-29 and African American females ages 15-24

Tuberculosis [2]
- In 2013, there were a total of 662 cases of tuberculosis (TB) confirmed in LA County. This represents a 6% increase from 625 cases in 2012. The TB case rate slightly increased from 6.7 per 100,000 during 2012 to 7.0 per 100,000 in 2013
- In 2013, Hispanics (44%) and Asians (41%) accounted for 85% of TB cases in LA County. The TB case rate was highest among Asians (20.1 per 100,000), followed by Blacks (7.7 per 100,000), Hispanics (6.4 per 100,000), and non-Hispanic Whites (1.4 per 100,000) and were 14.4, 5.5, and 4.6 times higher than among non-Hispanic Whites (1.4 per 100,000), respectively
- Hispanics represented a greater number of TB cases (292 cases in 2013) in LA County compared to other racial/ethnic groups. Between 2012 and 2013, cases increased by 2% among Hispanics and 11% among Asians

[1] Division of HIV and STD Programs, Los Angeles County Department of Public Health. 2014 Annual HIV/STD Surveillance Report. http://publichealth.lacounty.gov/phcommon/public/reports/rptspubdisplay. cfm?unit=dhsp&ou=ph&prog=dhsp. Published February 2016. Accessed [08/12/2016].

[2] Tuberculosis in Los Angeles County: Surveillance Report 2013. Los Angeles County Department of Public Health, Tuberculosis Control Program, Los Angeles, CA. March 2015.

Communicable Diseases [1]

PLWH
- In 2014, rates were highest in SPA 8 (517 per 100,000) and SPA 6 (505 per 100,000), The Long Beach (1,043 per 100,000) and Southwest (668 per 100,000) districts were disproportionately high

Chlamydia
- In 2014, rates were highest in SPA 6 (933 per 100,000) and the South (1221 per 100,000) and Southwest (1000 per 100,000) districts, specifically

Gonorrhea
- In 2014, rates were highest in SPA 6 (305 per 100,000) and the South (411 per 100,000) and Southwest (352 per 100,000) districts, specifically

Tuberculosis [2]
- SPA 6: South reported 91 cases (14%)

Table M1. Health Indicators for Adults (18+ years old) in Los Angeles County
2014 Annual HIV/STD Surveillance Report

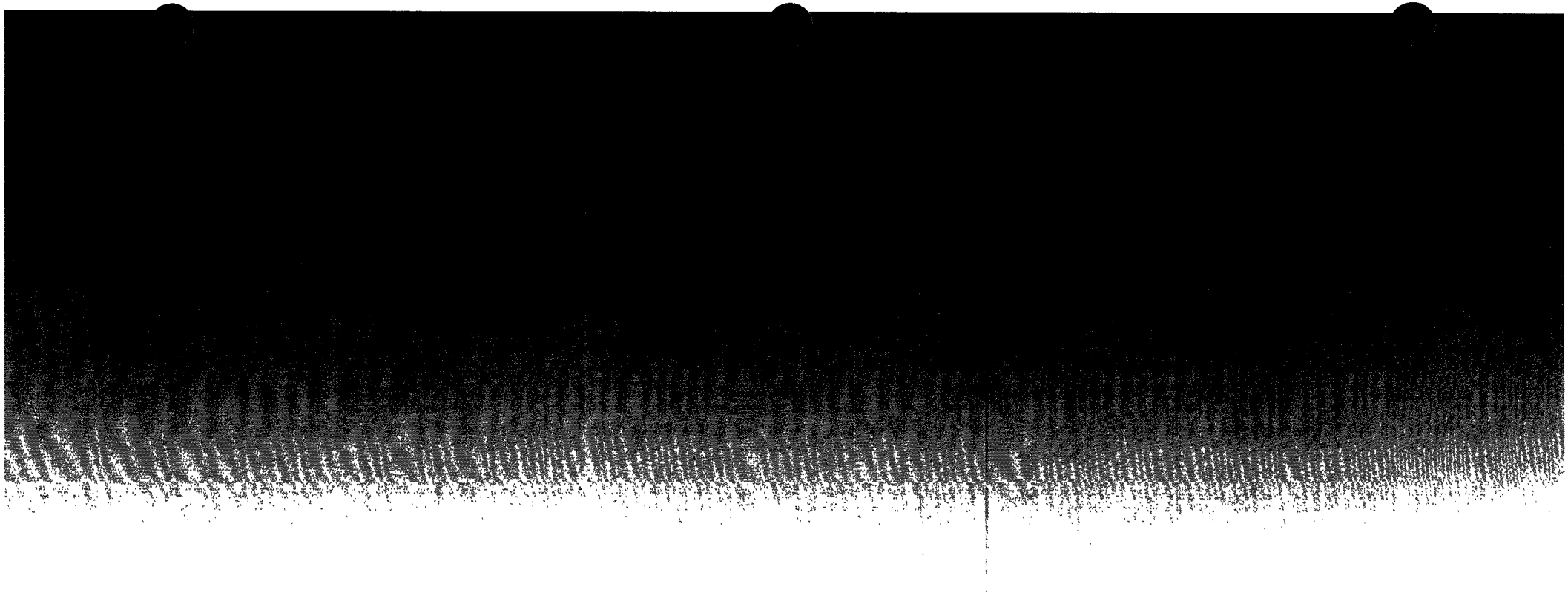
	L.A.	SPA 6	SPA 7	SPA 8
	2014	2014	2014	2014
Education (18-64 yrs)				
People Living with HIV (PLWH) (annual new cases per 100,000)	486	505	244	517
Incidence of Chlamydia (annual new cases per 100,000)	551*	993	530	498
Incidence of Gonorrhea (annual new cases per 100,000)	154*	305	93	127
Proportion of Tuberculosis Cases by SPA [2]	-	13.7	11.3	8.3

*Does not include cases reported in the cities of Long Beach and Pasadena

[1] Division of HIV and STD Programs, Los Angeles County Department of Public Health. 2014 Annual HIV/STD Surveillance Report. http://publichealth.lacounty.gov/phcommon/public/reports/rptspubdisplay.cfm?unit=dhsp&ou=ph&prog=dhsp. Published February 2016. Accessed [08/12/2016].

[1] Data are provisional due to reporting delay.

[2] Tuberculosis in Los Angeles County: Surveillance Report 2013. Los Angeles County Department of Public Health, Tuberculosis Control Program, Los Angeles, CA. March 2015.



HEALTH AND WELLNESS: INFLUENTIAL FACTORS

Health and Wellness: Housing and Health

Housing has been shown to be an important social determinant of physical and mental health and well-being among adults and children. A 2015 study[2] by the Center for Housing Policy highlights these benefits:

- Affordable Housing Can Improve Health Outcomes by Freeing Up Family Resources for Nutritious Food and Health Care Expenditures
- By Providing Families with Greater Residential Stability, Affordable Housing Can Reduce Stress and Related Adverse Health Outcomes
- Affordable Homeownership May Positively Impact Mental Health; However, Unsustainable Forms of Homeownership May Negatively Impact Health
- Well-Constructed and Well-Maintained Affordable Housing Can Reduce Health Problems Associated with Poor-Quality Housing
- Stable, Affordable Housing May Improve Health Outcomes for Individuals With Chronic Illnesses by Providing an Efficient Platform for Health Care Delivery
- Access to Neighborhoods of Opportunity Can Reduce Stress, Increase Access to Amenities, and Lead to Important Health Benefits
- By Alleviating Crowding, Affordable Housing Can Reduce Exposure to Stressors and Infectious Disease
- Access to Affordable Housing Allows Survivors of Domestic Violence to Escape Abusive Homes, Which Can Improve Mental Health and Physical Safety

Families who pay more than 30% of their income for housing are considered cost burdened, which can reduce an individual or family's ability to meet other necessities such as food, clothing, transportation and medical care.[1] In LA County, 52% of households pay 30% or more of their income on housing. Using 2008-2012 ACS 5-year estimates, SPA 6 had the most cost burdened households (64%)[3]

Homelessness creates additional obstacles of providing care and tracking individuals for continuity of services:

- The total estimated number of people experiencing homelessness in Los Angeles County was 46,874, an overall increase of 2,515 people or 5.7% from 2015 (44,359)[4]
- However, there was an 18% decrease in homeless family members from 2015 to 2016 and unsheltered family members decreased 35%[4]

[1] http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/ accessed on 08/13/2016.
[2] Maqbool, N., Viveiros, J., Ault, M. (2015). *The Impacts of Affordable Housing on Health: A Research Summary.* Washington DC: Center for Housing Policy, National Housing Conference.
[3] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.
[4] Los Angeles Homeless Services Authority. *2016 Homeless Count Results Los Angeles County and LA Continuum of Care*; updated May 10, 2016

Health and Wellness: Housing and Health

- African-Americans comprise 39% of the homeless population [4]
- Since 2013, there has been a 55% increase in the number of females experiencing homelessness in the LA CoC [4]
- Females make up 61% of the overall homeless population increase since 2013 [4]
- There was a 12% increase in people ages 18 to 24 and in people ages 25 to 54 from 2015 [4]
- 18% of the total population (7,868 people) had a history of physical or sexual abuse, including domestic or intimate partner violence and/or stalking [4]
- Females and transgender individuals experience higher rates of violence and/or abuse [4]
- SPA 6 had the 2nd largest homeless population in 2016 (7,459), a decrease of 0.7% since 2015 [4]
- SPA 8 had the 4th largest homeless population in 2016 (5,913), an increase of 10.5% since 2015 [4]

"When people have work and jobs they are feeling more empowered, and once you have that you can be empowered about your health and seek out preventive services. It may take 10 to 15 or 20 times before they want to accept those services as a homeless person."—Stakeholder focus group participant

"A great program we have in the southeast and a fantastic resource is the partnership they have with People Assisting The Homeless (PATH). We have had many people that we have been able to help…within the moment they send someone to counsel the person and do an assessment and figure out how to get them help. ."—Stakeholder focus group participant

[4] Los Angeles Homeless Services Authority. *2016 Homeless Count Results Los Angeles County and LA Continuum of Care*; updated May 10, 2016

Health and Wellness: Comorbid Depression and Substance Abuse

Depression and substance abuse are common and tend to co-occur creating unique challenges for diagnosis and treatment. A recent RAND study[1] investigated this phenomenon among safety-net clients in Los Angeles, specifically examining "characteristics and service use among depressed, low-income persons from minority groups in under-resourced communities who did and did not have a substance abuse history."

The authors concluded that "Clients with depression and a substance abuse history had significant psychosocial stressors and high rates of service use, which suggests that communitywide approaches may be needed to address both depression and substance abuse in this safety-net population." The following were key findings:

- Of the 957 depressed clients, 217 (23%) were from substance abuse programs; 269 (28%) clients from other sectors had a substance abuse history, and 471 (49%) did not
- Most clients from substance abuse programs or with a substance abuse history were unemployed and impoverished, lacked health insurance, and had high rates of arrests and homelessness
- Clients from substance abuse programs or with a substance abuse history were also more likely than clients without a substance abuse history to have depression or anxiety disorders, psychosis, and mania and to use emergency rooms

Stakeholder focus group participants highlighted mental heath and substance abuse issues and major concerns in their communities:

"...regarding mental health in the homeless community that have diseases, such as or diabetes, cardio-vascular, working in tandem with depression and/or anxiety, we see overdoses from substance abuse in the emergency department. We need to have the behavioral issues addressed, as we see our Hospitals dealing with increased volume in the ED and overall in various departments."
—Stakeholder focus group participant

"We had a nonprofit mental health agencies health collaborative for nine years to address the mental health issues for our students in grades k-12. This year we had 590 referrals, they are all on Medi-Cal, so now we have a gap in servicing all our students who have insurance... I concur with the issues regarding mental health and substance abuse in our community/schools. We have a lot of suicidal referrals...we see a lot of homelessness in our community and foster situations. ."—Stakeholder focus group participant

"When it comes to having a doctor treating a patient that has a behavioral problem, we are not actually curing the patient, we are just putting a band aid on it."—Stakeholder focus group participant

[1] Chang, E.T., Wells, K.B., Gilmore, J., Tang, L., Morgan, A.U., Sanders, S., Chung, B. Comorbid Depression and Substance Abuse Among Safety-Net Clients in Los Angeles: A Community Participatory Study. *Psychiatric Services*. 2015; 66(3): 285–294.

Health and Wellness: Park Use in Los Angeles

Safe and accessible local parks are considered to be a key resource for health/wellness both for physical activity and community outreach, so it is important to gain a better understanding of park use tendencies within the communities we serve. A 2015 RAND study on park use and physical activity among racial-ethnic groups in the City of Los Angeles[1] highlighted numerous differences in racial-ethnic group park use and levels of physical activity. The following were key findings:

- Blacks and English-speaking Latinos were less likely than whites to report being physically active, exercising in the park, and exercising outside the park
- Spanish-speaking Latinos were equally likely as whites to report exercising in park but less likely to report exercising outside the park and more likely to report using the parks for social interactions
- Asians/Pacific Islanders (PI)/others were more likely than whites to report visiting the park in the past 7 days and using the parks for social interactions.
- Urban parks appear to be an important resource for physical activity and socialization, in particular among Spanish-speaking Latino and Asians/PI groups

Beneficiary focus group participants highlighted the importance of local parks for both physical activity and community outreach:

"...a lot of people hang at the park including the homeless. Where my mom lives in Ontario there's a program that cooks up some food like hot dogs, hamburgers for the community. Once the people get there they can then offer, you know why you are here let me check your blood pressure, and maybe even provided some medication."
—Beneficiary focus group participant

"Some people may not want to travel too far to receive these resources. Services that are free, people want and like to receive things that are free. I've started a group that focuses on fitness. I pass out flyers to help people get in shape, showing them simple stretches and exercise with advice on healthy eating. I come every Sunday at the park by the basketball courts."
—Beneficiary focus group participant

[1] Pitkin-Derose, K., Han, B., Williamson, S., Cohen, D. Racial-Ethnic Variation in Park Use and Physical Activity in the City of Los Angeles. *Journal of Urban Health*. 2015; 92(6): 1011–1023.

Health and Wellness: Parks and Senior Preferences in Los Angeles

Numerous studies have established the physiological and psychological benefits of safe and accessible parks to seniors' quality of life and longevity. As projections show, the 65+ population will increase greatly (between 22% and 27%) from 2014 to 2019, and increase again (between 18% and 31%) from 2019 to 2024 in the state, county and SFMC Area. Thus, ensuring that parks remain safe, enjoyable, and accessible for older adults will be a critical factor in helping to mitigate potential healthcare costs and social isolation over the next decade.

A recent study of senior experiences in local park use in Los Angeles[1] investigated the following questions:

- What are the needs, preferences, and aspirations that low-income, inner-city seniors have for neighborhood parks. Do seniors of different races and ethnicities indicate different preferences?
- What are the challenges and impediments that decrease these seniors' access to and use of neighborhood parks?
- What are some lessons for planners wishing to develop senior-friendly parks in inner cities?

The following were key findings:

- Perceptions of lack of safety and security are important deterrents to visiting parks
- Focus group participants expressed fear of unsupervised youth at the parks, especially when skateboarding, bouncing balls, or running around
- Crime was also a concern for many participants, who described being victims of robbery, attempted robbery, theft, and "disrespectful behaviors" from youth in public spaces
- Seniors also convey concerns about homeless people, drunkards, gang members, drug dealers, and people simply loitering in parks
- These perceptions often deter many seniors from visiting nearby parks, while lack of private transportation is a barrier to visiting more distant parks that are perceived as safer
- There were six desirable park characteristics highlighted: 1) security, 2) good accessibility, 3) presence of natural elements (greenery, wildlife), 4) age-friendly park design and programming, 5) opportunities for walking and physical activity, and 6) settings and programs that encourage social interaction

[1] Loukaitou-Sideris, A., Levy-Storms, L., Chen, L., Brozen, M. Parks for an Aging Population: Needs and Preferences of Low-Income Seniors in Los Angeles. *Journal of the American Planning Association*. 2016; 82(3): 236–251.

Health and Wellness: Parks and Senior Preferences in Los Angeles

The study also highlighted potential preference differences between ethnic and cultural backgrounds:[1]

- Whites and Latinos were more open to age-integrated parks than are Korean elders
- Many Korean women insisted that the park should be fenced and gated and have constant monitoring, and also suggested the use of different types of materials or facilities to increase its safety
- Korean men were more concerned than other groups about their safety from falls, worrying about uneven sidewalks and hilly walking paths and recommending handrails
- Korean participants were also the most critical of the lack of cleanliness in existing parks
- Latinos focused more on the visibility and lighting at the park
- White participants commented more on the facilities they use at parks, such as having picnic tables big enough for a group of seniors or a water fountain easily accessible to seniors with walkers or in wheelchairs
- All Asian-American participants (i.e., Koreans, Indians, and Filipinos) were particularly sensitive to disrespectful younger people
- Korean participants prefer straight walking trails, while other elders prefer winding ones

[1] Loukaitou-Sideris, A., Levy-Storms, L., Chen, L., Brozen, M. Parks for an Aging Population: Needs and Preferences of Low-Income Seniors in Los Angeles. *Journal of the American Planning Association*. 2016; 82(3): 236–251.

Health and Wellness: LGBTQ Access

A recent national study focused on LGB health examined the associations between sexual orientation and barriers to health care. [1] Five barrier-to-care outcomes were assessed:

- Delayed or did not receive care because of cost
- Did not receive specific services because of cost
- Delayed care for non-cost reasons
- Trouble finding a provider
- No usual source of care

The authors concluded that "members of sexual minority groups, especially bisexual women, are more likely to encounter barriers to care than their straight counterparts." The following were key findings:

- Relative to straight adults, gay or lesbian and bisexual adults had higher odds of delaying or not receiving care because of cost
- Bisexual adults had higher odds of delaying care for non-cost reasons, and gay men had higher odds than straight men of reporting trouble finding a provider
- By contrast, gay or lesbian women had lower odds of delaying care for non-cost reasons than straight women.
- Bisexual women had higher odds than gay or lesbian women of reporting 3 of the 5 barriers investigated

Stakeholder focus group participants acknowledged that the LGBT population, in particular, experiences multiple barriers to health/wellness and that in order to overcome those barriers it is essential to partner with other community organizations that work with LGBT community members:

> "For the LGBT (community members) we rely heavily on the community organization, who we view as the experts (in serving that population), and those populations find solace in receiving information from this venue. So we rely on those organizations to help (LGBT community members) access care or receive information."—Stakeholder focus group participant

A recent study examined the effects of the cumulative victimization experienced by LGBT youths on mental disorders. In the study's sample of LGBT youths, 10.3% experienced significant increases in victimization, and 5.1% maintained high levels across development from baseline (mostly in high school) to follow-up four years later.

The authors concluded that youths with steadily high or increasing levels of victimization from adolescence to early adulthood are at higher risk for depression and post-traumatic stress disorder. [2]

[1] Dahlhamer, J.M., Galinsky, A.M., Joestl, S.S. & Ward, B.W. Barriers to Health Care Among Adults Identifying as Sexual Minorities: A US National Stud. *AJPH*. 2016; 106(6): 1116–1122.
[2] Mustanski, B., Andrews, R. & Puckett, J.A. The Effects of Cumulative Victimization on Mental Health Among Lesbian, Gay, Bisexual, and Transgender Adolescents and Young Adult. *AJPH*. 2016; 106(3): 527–533.

Health and Wellness: Community Insight

According to beneficiary focus group participants, among their communities' primary health issues are:

- Homelessness
- Alzheimer's
- Diabetes (adults and children)
- Obesity
- High blood pressure
- High cholesterol
- Allergies/ influenza

Issues that negatively impact health and wellness in their communities:

- Lack of education about healthy living/ eating
- Low incomes/ lack of affordable healthy foods
- Parents lack resources to ensure healthier food options in schools
- Parents busy schedules between work and volunteering at schools
- Inadequate communication from schools
- Inability to navigate information about available services
- Lack of trust for medical/social service establishment and mishandling of social service case files
- Discrimination/ arbitrarily abusive treatment by staff and cancellation of benefits
- Lengthy wait times for appointments and ER visits
- Lack of cultural/ local community experiences among providers and outreach workers
- Lack of free and affordable health benefits
- Air pollution from freeways and environmental waste from industrial facilities

Community resources highlighted as important to health/wellness:

- Community fitness/ wellness programs (adults and children)
- Access to produce gardens
- Healthy food options in grocery stores and schools
- Having health insurance coverage
- St. Francis Health Benefits Resource Center
- Spanish-speaking doctors
- Wider pool of Medi-Cal doctors

Most effective forms of communication/ trusted venues:

- Face-to-face (especially for undocumented)
- Written correspondence (e.g., flyers with tips and programs distributed in schools and community) – People were mixed on the value of this form of communication
- Television morning shows (e.g., with speakers that address health and wellness topics)
- Awareness day events sponsored by the City
- Kiosks/tents at local parks/ grocery stores (specified Food 4 Less, $.99 stores, and Wallmart for low-income people)
- Recreation and community centers (including senior centers)
- Churches
- Clinics/ Hospitals/ mobile medical units
- Schools (including preschools)
- Libraries
- Community forums

Health and Wellness: Community Insight

According to Stakeholder and Provider focus group participants, among their communities' primary health issues are:

- Obesity
- Diabetes (adults and children)
- Hypertension
- Mental health and substance abuse (in schools)

Issues that negatively impact health and wellness in their communities:

- Poverty/ insufficient income in general
- Lack of education (general attainment, health/ wellness-related and child welfare laws)
- Lack of affordable housing
- High level of substandard living
- Cycle of violence
- Lack of affordable healthy food options
- Unsafe parks
- Inability to navigate information about available services
- Inability to afford childcare
- Poor quality produce in affordable local supermarkets
- Homelessness and currently sheltered but on the verge of being homeless
- Untreated mental health issues (e.g., among homeless population)
- Technology and regulatory needs related to HIPPA that hinder sharing of information between providers

Disproportionately affected groups:

- African American men
- First generation Latinos
- Homeless (including growing problem of youth)
- Those living in neighborhoods impacted by violence
- LGBTQ population
- Undocumented (including mixed-status families)
- Children in foster care
- Seniors

Community resources highlighted as important to health/ wellness:

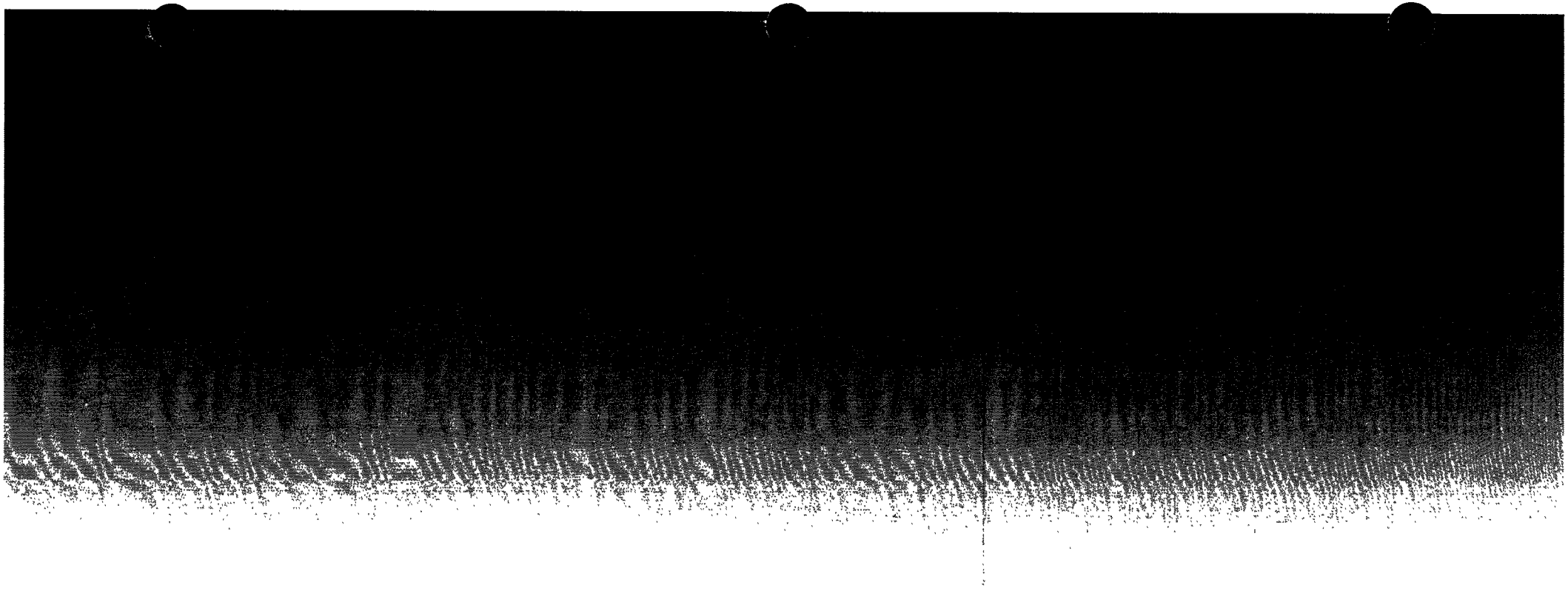
- Programs such as Community Health Improvement Plan (CHIP) that address multiple issues
- Parks for exercise and communal planting of healthy foods
- WIC and "CalFresh – Better Food for Better Living" campaign
- WIC Authorized Food List Shopping Guide and vendors, "Can We Help?" brochure
- Watts Healthy Famers' Market (education and Market Match)
- St. Francis collaborations promoting breastfeeding
- St. Francis hospital-based gang intervention
- St. Francis Health Benefits Resource Center
- St Francis, City of Lynwood and coalition of parents
- Parents as Teachers program
- First 5 LA Best Start Communities
- Crystal Stairs
- People Assisting the Homeless for immediate counseling and assessments

Health and Wellness: Community Insight

Strategy considerations to improve health/ wellness: [1]

- Provide incentives in addition to education (e.g., gift cards to Wallmart or Food 4 Less)
- Provide financial incentives for attending classes
- Address financial and legal issues to enable access to care
- Increase legal service outreach and advocacy
- Inform community about program successes
- Address mental and physical health holistically and more seamlessly (e.g., merging of LAC Mental Health, Health Services, and Public Health)
- Follow-through on resource recommendations and provide personal contacts to ensure continuity of care
- Utilize parent groups as forums for health/ wellness outreach
- Partner with community organizations that specialize in LGBTQ needs
- Provide comprehensive services (one-stop shop)

[1] Strategies listed were suggested by individuals and should not be considered as endorsed collectively



HEALTH INDICATORS: ADULTS

Health Indicators Adults

Environment and Neighborhood

- Percent of adults who perceive their neighborhood is safe from crime was consistently lower in SPA 6 (40.3%) compared to other areas for each time period, a decrease of 37% from 2011

- Within SPA 6, the Southeast Health District (31.4%) had the lowest percent of adults who perceived their neighborhood is safe from crime followed by Southwest (37.2%)

Access to Fresh Produce

- A much smaller percent of residents in SPA 6 (54.8%) reported that they have easy access to fresh fruits and vegetables compared to LA County, SPA 7, and SPA 8, a decrease of 30% from 2011– SPA 7 and SPA 8 both decreased from 2011 (21% and 14% respectively)

- Within SPA 6, the Compton (51.5%) and Southwest (51.0%) districts were lowest

Health Status

- SPA 6 (30.6%) also had a higher percentage of residents who reported fair/poor health status compared to LA County, SPA 7 and SPA 8. This pattern has not changed from 2011 to 2015

- Within SPA 6, the Southeast district was highest (47.4%)

[In reference to the importance of community gardens] "My neighbor has a variety garden and often times when I don't have enough money to buy produce at the grocery store I buy different vegetables from her. It would be a good idea for people with yard space to plant gardens. That way people are eating healthier and know what they are eating."
—Beneficiary focus group participant

"It's easier to get a $0.69 burger at Tom's then get a vegetable. Give a kid $2.00 that's what's they are going to go and buy."
—Beneficiary focus group participant

"I've been going out to certain meetings within the community and what is hard for the community is that they want to know how to have access to healthier inexpensive food. You can tell anyone what they can buy in order to eat healthier and educate them, But if they don't have higher paying jobs, food is expensive…at least make the food affordable for them to be able to eat to really tackle the challenge of obesity, diabetes and hypertension."
—Provider focus group participant

Health Indicators Adults (2015 [1])
Education, Environment and Neighborhood, and Health Status

Table A1. Health Indicators for Adults (18+ years old) in Los Angeles County Los Angeles County Health Survey 2015.	L.A.	SPA 6	SPA 7	SPA 8
	2015	2015	2015	2015
Education (18-64 yrs)				
Less than high school	22.4%	41.6%	28.9%	16.1%
High school	21.5%	25.7%	28.1%	21.8%
Some college or trade school	28.9%	24.0%	28.2%	32.4%
College or post graduate degree	27.2%	8.6%	14.8%	29.7%
Environment and Neighborhood				
Perceived neighborhood is safe from crime (feel safe in the neighborhood all or some of the time	84.0%	40.3%	85.0%	87.8%
Easy to get fresh produce (fruits/vegetables)	75.0%	54.8%	70.8%	77.1%
Percent of household with children exposed to tobacco smoke at home	14.9%	23.7%	13.6%	12.8%
Health Status				
Fair/Poor Health Status	21.5%	30.6%	22%	21%
Average # of days (past month) activities limited due to poor physical or mental health	2.3	2.6	2.0	2.1
Average number of unhealthy days (past month)	5.9	6.0	5.3	5.6
Percent of adults who provided care or assistance during the past month to another adult	19.2%	24.9%	14.0%	20.5%

[1] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.

Health Indicators Adults (2005-2015 [1]) – LA County
Education, Environment and Neighborhood, and Health Status

Table A2. Health Indicators for Adults (18+ years old) in Los Angeles County Los Angeles County Health Survey 2015.	LA County			
	2005	2007	2011	2015[2]
Education (18-64 yrs)				
Less than high school	-	22.1%	23.2%	22.4%
High school	-	18.6%	22.3%	21.5%
Some college or trade school	-	24.4%	27.9%	28.9%
College or post graduate degree	-	34.9%	26.6%	27.2%
Environment and Neighborhood				
Perceived neighborhood is safe from crime	80.9%	82.1%	84.3%	84.0%
Easy to get fresh produce (fruits/vegetables)	-	36.0%*	89.7%	75.0%
Household with children exposed to tobacco smoke at home	3.5%	13.2%*	16.7%	14.9%
Health Status				
Fair/Poor Health Status	20.6%	18.5%	20.7%	21.5%
Average # of days (past month) activities limited due to poor physical or mental health	2.4	2.1	2.1	2.3
Average number of unhealthy days (past month)	6.4	5.4	5.4	5.9
Percent of adults who provided care or assistance during the past month to another adult	-	-	20.0%	19.2%

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.

[1] Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007.
[2] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.

Health Indicators Adults (2005-2015 [1])–SPA 6, SPA 7, and SPA 8 Education, Environment and Neighborhood, and Health Status

Table A3. Health Indicators for Adults (18+ years old) in Los Angeles County
Los Angeles County Health Survey 2015.

	SPA 6: South				SPA 7: East				SPA 8: South Bay			
	2005	2007	2011	2015[2]	2005	2007	2011	2015[2]	2005	2007	2011	2015[2]
Education (18-64 yrs)												
Less than high school	-	39.3%	38.8%	41.6%	-	30.0%	27.5%	28.9%	-	19.4%	18.9%	16.1%
High school	-	23.2%	24.2%	25.7%	-	24.6%	28.1%	28.1%	-	16.9%	25.6%	21.8%
Some college or trade school	-	28.1%	25.5%	24.0%	-	24.7%	29.9%	28.2%	-	26.3%	28.4%	32.4%
College or post graduate degree	-	9.4%	11.5%	8.6%	-	20.8%	14.5%	14.8%	-	37.4%	27.0%	29.7%
Environment and Neighborhood												
Perceived neighborhood is safe from crime	57.7%	57.0%	64.4%	40.3%	82.6%	82.4%	84.2%	85.0%	82.8%	81.8%	86.3%	87.8%
Easy to get fresh produce (fruits/vegetables)	-	27.6%	77.9%	54.8%	-	30.6%	89.4%	70.8%	-	38.3%	89.2%	77.1%
Percent of household with children exposed to tobacco smoke at home	5.6%	9.4%*	19.3%	23.7%	2.9%	17.3%*	22.5%	13.6%	3.4%	14.3%	14.5%	12.8%
Health Status												
Fair/Poor Health Status	33.4%	27.1%	30.5%	30.6%	23.2%	19.1%	24.1%	22%	20.5%	17.4%	17.6%	21%
Average # of days (past month) activities limited due to poor physical or mental health	3.3	3.1	2.5	2.6	2.3	2.1	2.0	2.0	2.5	2.0	1.7	2.1
Average # of unhealthy days (past month)	7.9	6.8	6.1	6.0	6.2	5.1	5.3	5.3	6.2	5.3	5.0	5.6
Percent of adults who provided care or assistance during the past month to another adult	-	-	16.9%	24.9%	-	-	25.5%	14.0%	-	-	24.0%	20.5%

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.

[1] Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007.
[2] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.

Health Indicators Adults

Health Insurance

- In general, the percent of LA County adults (18+ years old) who do not have health insurance decreased noticeably (46%) from 2005 (21.8%) to 2015 (11.7%)
- SPA 6 (17.9%) had the highest percentage of adults who do not have health insurance. SPA 6 (52.8%) also had a higher percentage of adults with public health insurance compared to SPA 7 and SPA 8
- Within SPA 6, the South (26.1%) and Southeast (27.8%) districts had the highest percentage of adults with no insurance

Access to Care

- Adults (18+ years old) who had difficulty accessing medical care was highest in SPA 6 (32.5%)
- Within SPA6, the South (36.4%) and Southeast (36.7%) districts were highest

"You can only see doctors that are included in your Medi-Cal plan. Maybe you don't feel comfortable with these doctors. All you want as a patient is to be comfortable. Sometimes when I go to the doctor and the interpreter translates I feel that they don't do a good job. I feel that the doctor didn't really understand me."
—Beneficiary focus group participant

"I appreciate the St. Francis Resource Center because they always help me out. If you go to the Atlantic (DPSS) office, you get treated very differently. They have this attitude where they treat you as if you are asking for a handout. They don't have a helpful attitude. Once I went to the Atlantic Center to sign my children up for Medi-Cal. The social worker asked me which of my three children got sick the most and depending on my answer, that's whom he would submit a Medi-Cal application for. So only two of my children were given Medi-Cal."
—Beneficiary focus group participant

"The ER at St. Francis, and perhaps at other ER's, have very long wait times unless you have a critical issue. I had a four-hour wait for my daughter who needed stitches on her head and then had to pay $2,000. If I have a similar issue with my children, I will not bring them to St. Francis or another ER because the wait times are too long, sometimes all day. This is frustrating when you have a sick child and makes you question whether you should bring your child in to the ER for non-critical issues or try troubleshooting at home."
–Beneficiary focus group participant

Health Indicators Adults (2015 [1])
Health Insurance, Dental Insurance, and Access to Care

Table A4. Health Indicators for Adults (18+ years old) in Los Angeles County Los Angeles County Health Survey 2015.	L.A.	SPA 6	SPA 7	SPA 8
	2015	2015	2015	2015
Health Insurance (18-64 yrs)				
Medi-Cal	32.0%	-	-	-
Medicare	1.6%	-	-	-
Public	38.2%	52.8%	39.9%	37.2%
Private	49.3%	29.3%	48.8%	53.2%
No Insurance	11.7%	17.9%	11.3%	9.6%
Covered California	4.1%	-	-	-
Health Insurance (65+ yrs)				
Private	8.7%	10.1%	12.5%	8.2%
Public	63.8%	72.9%	67.2%	66.1%
Private & Public	27.1%	17.0%	19.1%	25.0%
No Insurance	0.4%*	-	-	-
Access to Care				
No regular source of care	19.7%	23.4%	21.4%	17.5%
Difficulty accessing medical care	23.6%	32.5%	22.9%	19.1%

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.

[1] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.

Health Indicators Adults (2005-2015 [1]) – LA County
Health Insurance, Dental Insurance, and Access to Care

Table A5. Health Indicators for Adults (18+ years old) in Los Angeles County Los Angeles County Health Survey 2015.				
	LA County			
	2005	2007	2011	2015[2]
Health Insurance (18-64 yrs)				
Medi-Cal	-	-	17.3%	32.0%
Medicare	-	-	1.4%	1.6%
Public	-	-	-	38.2%
Private	-	-	52.9%	49.3%
No Insurance	21.8%	22.0%	28.5%	11.7%
Covered California	-	-	-	4.1%
Health Insurance (65+ yrs)				
Medi-Medi	-	-	25.9%	-
Medicare & Private	-	-	25.4%	-
Medicare (only)	-	-	36.9%	-
Medi-Cal (w/o Medicare)	-	-	3.4%	-
Private	-	-	6.4%	8.7%
Public	-	-	-	63.8%
Private & Public	-	-	-	27.1%
No Insurance	-	-	2.1%*	0.4%*
Access to Care				
No regular source of care	19.8%	19.2%	20.9%	19.7%
Difficulty accessing medical care	30.1%	27.3%	31.7%	23.6%

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.

[1] Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007.
[2] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.

Health Indicators Adults (2005-2015 [1])–SPA 6, SPA 7, and SPA 8
Health Insurance, Dental Insurance, and Access to Care

Table A6. Health Indicators for Adults (18+ years old) in Los Angeles County
Los Angeles County Health Survey 2015.

	SPA 6: South				SPA 7: East				SPA 8: South Bay			
	2005	2007	2011	2015[2]	2005	2007	2011	2015[2]	2005	2007	2011	2015[2]
Health Insurance (18-64 yrs)												
Medi-Cal	-	-	28.9%	-	-	-	18.8%	-	-	-	16.8%	-
Medicare	-	-	1.8%*	-	-	-	2.3%*	-	-	-	1.2%*	-
Public	-	-	-	52.8%	-	-		39.9%	-	-	-	37.2%
Private	-	-	31.1%	29.3%	-	-	46.5%	48.8%	-	-	55.3%	53.2%
No Insurance	31.7%	32.9%	38.2%	17.9%	23.2%	24.2%	32.4%	11.3%	17.7%	17.9%	26.7%	9.6%
Covered California	-	-	-	-	-	-	-	-	-	-	-	-
Health Insurance (65+ yrs)												
Medi-Medi	-	-	38.0%	-	-	-	33.4%	-	-	-	22.3%	-
Medicare & Private	-	-	21.4%	-	-	-	22.8%	-	-	-	26.8%	-
Medicare (only)	-	-	27.8%	-	-	-	28.1%	-	-	-	41.6%	-
Medi-Cal (w/o Medicare)	-	-	-	-	-	-	-	-	-	-	2.8%*	-
Private	-	-	6.7%*	10.1%	-	-	7.4%*	12.5%	-	-	5.3%*	8.2%
Public	-	-	-	72.9%	-	-	-	67.2%	-	-	-	66.1%
Private & Public	-	-	-	17.0%	-	-	-	19.1%	-	-	-	25.0%
No Insurance	-	-	-	-	-	-	-	-	-	-	1.2%*	-
Access to Care												
No regular source of care	26.9%	20.9%	26.5%	23.4%	19.1%	19.4%	18.1%	21.4%	17.0%	16.5%	18.8%	17.5%
Difficulty accessing medical care	43.9%	38.8%	44.6%	32.5%	34.2%	27.2%	34.6%	22.9%	26.2%	25.7%	28.5%	19.1%

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.

[1] Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007.
[2] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.

Health Indicators Adults

Preventive Services

- Percent of Adults (18+ years old) who reported having a flu shot or pneumonia vaccination in the past 12 months was consistently lower in SPA 6 (30.3%) compared to other areas for each time period
- Within SPA 6, the South (24.2%) and Southwest (28.7%) districts were lowest
- Percent of adults (65+ years old) who reported having a pneumonia vaccination in the past 12 months was lowest in SPA 6 (51.1%)
- Within SPA 6 the Southwest district was lowest (45.4%)

Health Behaviors

- Percent of adults (18+ years old) who reported eating 5+ servings of fruits/vegetables a day was lowest in SPA 6 (9.6%)
- Within SPA 6, the Southeast district was lowest (5.1%)
- Percent of adults (18+ years old) who reported drinking at least one soda or sweetened beverage a day was highest in SPA 6 (41.9%) and SPA 7 (40.3%)
- Within SPA 6 and SPA 7, the Compton (45.9%) and East LA (54.6%) districts were highest

Chronic Conditions

- Compared to LA County (23.5%), the reported percentages of adults (18+ years old) who are obese were higher in SPA's 6, 7 and 8 (34.1%, 28% and 24.1%, respectively)—For SPA's 6 and 7, the trend has remained consistent over the years
- Within SPA 6, the Compton district was highest (39.0%)

There are various outcomes that we are still seeing over a long period of time…It has to do with lack of education, lack of income, cycle of violence in our community, affordable housing. In today's papers there were articles mentioning challenge with affordable housing, health care and medication, and food for people who are living substandard. So we need to start looking up stream, such as, 'why are thy obese'? in some communities they don't have safe parks where you could provide safe places for exercise.
—Provider focus group participant

Health Indicators Adults (2015 [1])
Preventive Services and Health Behaviors

Table A7. Health Indicators for Adults (18+ years old) in Los Angeles County Los Angeles County Health Survey 2015.	L.A.	SPA 6	SPA 7	SPA 8
	2015	2015	2015	2015
Preventive Services				
Pap smear in the past 3 yrs (women 18-65 yrs)	84.4%	84.2%	85.9%	83.1%
Mammogram in the past 2 yrs (women 50-74 yrs)	77.3%	77.6%	76.5%	74.4%
Flu shot in the past year (18+ yrs)	40.1%	30.3%	36.4%	41.8%
Flu shot in the past year (65+ yrs)	69.0%	62.1%	63.0%	69.3%
Pneumonia vaccination, ever (65+ yrs)	62.0%	51.1%	60.9%	62.4%
Health Behaviors				
Binge drink	15.9%	13.8%	17.6%	16.4%
Smoke cigarettes	13.3%	13.0%	13.6%	14.8%
Eat 5+ servings fruits/vegetables a day	14.7%	9.6%	11.9%	14.8%
Drink at least one soda or sweetened beverage a day	31.4%	41.9%	40.3%	30.1%
Meet recommended physical activity a week (Aerobic)	65.1%	63.8%	63.6%	63.1%
Meet recommended physical activity a week (Aerobic & Strengthening)	34.1%	30.3%	34.3%	32.1%
Physically inactive	10.9%	10.0%	11.5%	12.2%

[1] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.

Health Indicators Adults (2005-2015 [1])– LA County
Preventive Services and Health Behaviors

Table A8. Health Indicators for Adults (18+ years old) in Los Angeles County Los Angeles County Health Survey 2015.	LA County			
	2005	2007	2011	2015[2]
Preventive Services				
Pap smear in the past 3 yrs (women 21-65 yrs)	83.8%	84.4%	82.8%	84.4%
Mammogram in the past 2 yrs (women 50-74 yrs)	70.6%	73.7%*	79.8%	77.3%
Flu shot in the past year (18+ yrs)	-	-	28.7%	40.1%
Flu shot in the past year (65+ yrs)	40.7%*	51.9%	64.2%	69.0%
Pneumonia vaccination, ever (65+ yrs)	57.7%	60.5%	61.3%	62.0%
Health Behaviors				
Binge drink	17.3%	16.2%	15.4%	15.9%
Smoke cigarettes	14.6%	14.3%	13.1%	13.3%
Eat 5+ servings fruits/vegetables a day	14.6%	15.1%	16.2%	14.7%
Drink at least one soda or sweetened beverage a day	-	38.8%	35.5%	31.4%
Meet recommended physical activity a week (Aerobic)	51.8%	53.2%	61.8%	65.1%
Meet recommended physical activity a week (Aerobic & Strengthening)	-	-	29.7%	34.1%
Physically inactive	-	-	12.0%	10.9%

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.

[1] Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007.
[2] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.

Health Indicators Adults (2005-2015 [1])–SPA 6, SPA 7, and SPA 8 Preventive Services and Health Behaviors

Table A9. Health Indicators for Adults (18+ years old) in Los Angeles County
Los Angeles County Health Survey 2015.

	SPA 6: South				SPA 7: East				SPA 8: South Bay			
	2005	2007	2011	2015[2]	2005	2007	2011	2015[2]	2005	2007	2011	2015[2]
Preventive Services												
Pap smear in the past 3 yrs (women 21-65 yrs)	83.3%	88.3%	87.4%	84.2%	84.9%	85.0%	83.3%	85.9%	83.2%	84.8%	83.3%	83.1%
Mammogram in past 2 yrs (women 50-74 yrs)	69.1%	72.0%*	82.8%	77.6%	74.6%	77.0%*	81.1%	76.5%	71.0%	73.3%*	76.0%	74.4%
Flu shot in the past year (18+ yrs)	-	-	22.7%	30.3%	-	-	26.2%	36.4%	-	-	28.1%	41.8%
Flu shot in the past year (65+ yrs)	32.5%*	43.9%*	51.7%	62.1%	41.8%*	50.4%*	61.7%	63.0%	37.5%	50.2%*	63.9%	69.3%
Pneumonia vaccination, ever (65+ yrs)	49.5%	51.1%	53.9%	51.1%	55.6%	56.6%	62.4%	60.9%	57.1%	63.9%	62.9%	62.4%
Health Behaviors												
Binge drink	13.7%	17.9%	16.9%	13.8%	17.8%	18.5%	15.7%	17.6%	17.6%	15.9%	16.3%	16.4%
Smoke cigarettes	17.3%	19.7%	13.3%	13.0%	10.7%	13.8%	14.4%	13.6%	16.7%	15.5%	13.0%	14.8%
Eat 5+ servings fruits/vegetables a day	10.7%	12.7%	11.4%	9.6%	13.9%	13.8%	12.4%	11.9%	16.6%	13.6%	17.2%	14.8%
Drink at least one soda or sweetened beverage a day	-	56.2%	35.2%	41.9%	-	54.0%	38.2%	40.3%	-	30.7%	37.7%	30.1%
Meet recommended physical activity a week (Aerobic)	45.6%	51.6%	61.0%	63.8%	51.5%	51.9%	61.1%	63.6%	52.5%	53.7%	64.2%	63.1%
Meet recommended physical activity a week (Aerobic & Strengthening)	-	-	28.1%	30.3%	-	-	29.9%	34.3%	-	-	31.7%	32.1%
Physically inactive	-	-	12.0%	10.0%	-	-	11.6%	11.5%	-	-	12.3%	12.2%

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.

[1] Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007.
[2] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.

Health Indicators Adults (2015 [1])
Chronic Conditions and Communicable Diseases

Table A10. Health Indicators for Adults (18+ years old) in Los Angeles County Los Angeles County Health Survey 2015.	L.A.	SPA 6	SPA 7	SPA 8
	2015	2015	2015	2015
Chronic Conditions/Outcomes				
Obese	23.5%	34.1%	28.0%	24.1%
Overweight	35.9%	33.4%	39.1%	37.2%
Diabetes (ever diagnosed)	9.8%	12.3%	11.2%	10.4%
Hypertension (ever diagnosed)	23.5%	24.5%	22.8%	23.1%
High cholesterol (ever diagnosed)	25.2%	22.2%	27.6%	26.5%
Depression (ever diagnosed)	13.0%	11.9%	12.6%	13.1%

[1] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.

Health Indicators Adults (2005-2015 [1]) - CA and LA County Chronic Conditions

Table A11. Health Indicators for Adults (18+ years old) in Los Angeles County Los Angeles County Health Survey 2015.				
	LA County			
	2005	2007	2011	2015[2]
Chronic Conditions/Outcomes				
Obese	20.9%	22.2%	23.6%	23.5%
Overweight	35.5%	35.9%	37.1%	35.9%
Diabetes (ever diagnosed)	8.1%	8.7%	9.5%	9.8%
Hypertension (ever diagnosed)	23.4%	24.7%	24.0%	23.5%
High cholesterol (ever diagnosed)	23.7%	29.1%	25.6%	25.2%
Depression (ever diagnosed)	12.9%	13.6%	12.2%	13.0%

[1] Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007.
[2] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.

Health Indicators Adults (2005-2015 [1])–SPA 6, SPA 7, and SPA 8 Chronic Conditions

Table A12. Health Indicators for Adults (18+ years old) in Los Angeles County
Los Angeles County Health Survey 2015.

	SPA 6: South				SPA 7: East				SPA 8: South Bay			
	2005	2007	2011	2015[2]	2005	2007	2011	2015[2]	2005	2007	2011	2015[2]
Chronic Conditions/Outcomes												
Obese	30.0%	35.4%	32.7%	34.1%	27.3%	26.6%	30.1%	28.0%	21.0%	24.4%	22.7%	24.1%
Overweight	38.7%	38.0%	37.3%	33.4%	37.7%	39.4%	40.1%	39.1%	38.7%	36.8%	42.8%	37.2%
Diabetes (ever diagnosed)	11.7%	12.3%	10.1%	12.3%	9.7%	11.0%	15.1%	11.2%	8.3%	8.8%	9.8%	10.4%
Hypertension (ever diagnosed)	29.0%	29.0%	28.4%	24.5%	23.9%	25.3%	24.4%	22.8%	24.5%	25.0%	24.5%	23.1%
High cholesterol (ever diagnosed)	18.3%	25.5%	22.9%	22.2%	27.1%	30.5%	25.4%	27.6%	24.3%	29.6%	26.5%	26.5%
Depression (ever diagnosed)	12.2%	13.6%	10.8%	11.9%	13.2%	13.4%	11.7%	12.6%	13.7%	13.8%	10.7%	13.1%

[1] Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007.
[2] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.

HEALTH INDICATORS: CHILDREN

Health Indicators Children

Environment

- Percent of children (1-17 years old) who have easy access to a park or playground was lowest in SPA 6 (78.5%)—The highly disproportionate trend has remained consistent over the years

- Within SPA 6, the South (74.1%) and Southwest (74.6%) districts were lowest

Breastfeeding

- Percent of children (0-5 years old) who were breastfed by their biological mothers at birth and the percent who were breastfed by their biological mothers for at least 6 months were lowest in SPA 6 (88.2% and 44.7% respectively)

- Within SPA 6, breastfeeding initiation was lowest in the Compton district (81.1%), followed by the Southeast district (87.7%) and breastfeeding for at least 6 months was particularly low in the Compton district (37.0%), followed by the Southwest district (42.6%)

Childcare

- Percent of children (0-5 years old) whose primary caretaker reported it is very or somewhat difficult to find childcare on a regular basis (excluding those who reported they do not need childcare) was highest in SPA 6 (43.1%)

- Within SPA 6, the Compton district was lowest (31.7%)

"We have data out there the to show the importance of education and attainment…lack of educational attainment can lead to health issues, not being able to afford a house, not having a good job or childcare…"
—Provider focus group participant

"Lynwood is between two major freeways the 710 and 105, which creates a lot of pollution in Lynwood. Community members need to be more conscious of their environment and reducing pollution, e.g. riding bikes/using public transportation versus driving cars. Perhaps we can be more conscious and informed about what we can do—we're getting older and need to think about what type of world we are leaving behind for our children. Everyone needs to do their parts."
—Beneficiary focus group participant

Health Indicators Children (2015 [1])
Environment, TV Viewing, Breastfeeding, Child Care, Health Status, and Health Insurance

Table C1. Health Indicators for Children (0-17 years old) in Los Angeles County
Los Angeles County Health Survey 2015.

	L.A.	SPA 6	SPA 7	SPA 8
	2015	2015	2015	2015
Environment				
Easy access to park or playground (1-17 yrs)	86.8%	78.5%	90.8%	87.7%
TV Viewing				
Watch any TV (6-23 months)	58.9%	49.6%	66.2%	64.8%
Watch 3+ hours of TV (2-17 yrs)	20.2%	25.9%	20.4%	24.4%
Breastfeeding				
Initiation (0-5 yrs)	93.1%	88.2%	93.5%	89.0%
At least 6 months (6 months-5 yrs)	49.7%	44.7%	45.0%	52.4%
Child Care				
Difficulty finding child care (0-5 yrs)	31.6%	43.1%	26.7%	26.8%
Health Status				
Fair/poor health	6.5%	8.9%	7.5%	6.7%
Special health care needs	14.5%	12.5%	13.4%	18.4%
Health Insurance				
Medi-Cal	54.0%	-	-	-
Covered California	1.1%	-	-	-
Private	40.7%	16.3%	34.8%	42.8%
Public	-	80.7%	62.1%	53.9%
No Insurance	3.4%	3.0%*	3.1%*	3.3%
Healthy Kids	0.3%*	-	-	-
California Kids	0.2%	-	-	-

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.

[1] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.

Health Indicators Children (2005-2015 [1])– LA County Environment, TV Viewing, Breastfeeding, Child Care, Health Status, and Health Insurance

Table C2. Health Indicators for Children (0-17 years old) in Los Angeles County Los Angeles County Health Survey 2015.				
	LA County			
	2005	2007	2011	2015[2]
Environment				
Easy access to park or playground (1-17 yrs)	83.1%	79.8%	84.2%	86.8%
TV Viewing				
Watch any TV (6-23 months)	62.1%	67.6%	74.8%	58.9%
Watch 3+ hours of TV (2-17 yrs)	30.5%	24.6%	22.7%	20.2%
Breastfeeding				
Initiation (0-5 yrs)	90.1%	92.2%	87.4%	93.1%
At least 6 months (6 months -5 yrs)	56.4%	61.2%	44.9%	49.7%
Child Care				
Difficulty finding child care (0-5 yrs)	35.8%	36.9%	26.9%	31.6%
Health Status				
Fair/poor health	12.7%	8.4%	5.8%	6.5%
Special health care needs	15.7%	15.7%	15.8%	14.5%
Health Insurance				
Medi-Cal	-	-	34.4%	54.0%
Covered California	-	-	-	1.1%
Private	-	-	46.4%	40.7%
Public	-	-	-	-
No Insurance	8.3%	7.0%	5.0%	3.4%
Healthy Kids	-	-	2.2%	0.3%*
California Kids	-	-	-	0.2%

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.

[1] Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007.

[2] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.

Health Indicators Children (2005-2015 [1])–SPA 6, SPA 7, and SPA 8 Environment, TV Viewing, Breastfeeding, Child Care, Health Status, and Health Insurance

Table C3. Health Indicators for Children (0-17 years old) in Los Angeles County
Los Angeles County Health Survey 2015.

	SPA 6: South				SPA 7: East				SPA 8: South Bay			
	2005	2007	2011	2015[2]	2005	2007	2011	2015[2]	2005	2007	2011	2015[2]
Environment												
Easy access to park or playground (1-17 yrs)	72.1%	62.6%	68.0%	78.5%	86.1%	85.0%	88.2%	90.8%	90.0%	83.1%	83.7%	87.7%
TV Viewing												
Watch any TV (6-23 months)	70.8%	69.5%	72.6%	49.6%	70.1%	79.5%	78.9%	66.2%	57.9%	75.4%	76.1%	64.8%
Watch 3+ hours of TV (2-17 yrs)	34.0%	29.0%	29.5%	25.9%	32.0%	27.8%	26.0%	20.4%	33.2%	23.5%	22.5%	24.4%
Breastfeeding												
Initiation (0-5 yrs)	89.2%	84.2%	86.6%	88.2%	85.4%	91.1%	90.2%	93.5%	88.3%	92.0%	89.5%	89.0%
At least 6 months (6 months -5 yrs)	60.5%	48.8%	43.8%	44.7%	50.6%	57.9%	43.5%	45.0%	47.4%	60.6%	42.4%	52.4%
Child Care												
Difficulty finding child care (0-5 yrs)	48.6%	35.2%	36.7%	43.1%	29.2%	40.0%	28.2%	26.7%	31.1%	40.4%	19.2%	26.8%
Health Status												
Fair/poor health	17.6%	12.3%	8.5%	8.9%	13.1%	10.1%	5.3%	7.5%	11.4%	8.2%	6.9%	6.7%
Special health care needs	15.8%	15.8%	12.5%	12.5%	14.8%	14.8%	15.2%	13.4%	15.3%	15.3%	18.2%	18.4%
Health Insurance												
Medi-Cal	-	-	52.9%	-	-	-	39.5%	-	-	-	35.4%	-
Covered California	-	-	-	-	-	-	-	-	-	-	-	-
Private	-	-	23.8%	16.3%	-	-	40.4%	34.8%	-	-	50.8%	42.8%
Public	-	-	-	80.7%	-	-	-	62.1%	-	-	-	53.9%
No Insurance	11.3%	9.7%	8.6%	3.0%*	10.0%	8.9%	6.5%	3.1%*	7.1%	4.6%	2.9%	3.3%
Healthy Kids	-	-	1.2%	-	-	-	2.5%	-	-	-	2.3%	-
California Kids	-	-	-	-	-	-	-	-	-	-	-	-

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.

[1] Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007.
[2] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.

Health Indicators Children

Access to Care

- Percent of children (0-17 years old) whose primary caretaker reported difficulty accessing medical care was highest in SPA 6 (15.0%)

- Within SPA 6, the South district was highest (16.5%)

Health Behaviors

- Percent of children who drink one or more sugar-sweetened beverage a day was highest in SPA 6 (51.6%)

- Within SPA 6, the Compton district was highest (54.2%)

"I think that parents are responsible for their children having diabetes. My child was at risk for diabetes but after watching her diet closely her sugar level decreased. Parents play a big role in maintaining children's healthy diets. Schools are also responsible. They serve a lot of junk food."
—Beneficiary focus group participant

"I have two children with diabetes – for me it's very difficult because many foods make them sick and sometimes I don't know what to feed them."
—Beneficiary focus group participant

"…We knew that ten years ago there was obesity among children. Since then we have joined forces...we got them to do a challenge for the community to come together and set up teams and do walking clubs to help lose weight and at the end of the program they can earn money. This program empowers the community to take care of their health. Another concern is diabetes and we need to constantly teach them about making small health changes in what they cook and eat...I believe now we have more collaboration going on with St Francis, Department of public Health, Parks and Recs and City of Lynwood."
—Provider focus group participant

Health Indicators Children (2015 [1])
Dental Insurance, Access to Care, Health Behaviors, Reproductive Health and Infant Deaths

Table C4. Health Indicators for Children (0-17 years old) in Los Angeles County
Los Angeles County Health Survey 2015.

	L.A.	SPA 6	SPA 7	SPA 8
	2015	2015	2015	2015/2013[2]
Access to Care				
No regular source of health care	5.7%	4.2%	6.4%*	3.3%
Difficulty accessing medical care	11.0%	15.0%	9.5%	7.0%
Did not obtain dental care because could not afford it (past yr)	11.5%	10.4%	11.5%	11.9%
Health Behaviors				
Family eat meals together every day	62.1%	65.7%	64.1%	64.5%
Drink at least one soda or sugar sweetened beverage a day	39.2%	51.6%	45.3%	41.3%
Meet recommended physical activity (6-17 yrs)	28.5%	28.1%	31.2%	28.7%
Reproductive Health[2]				
Rate of births (per 1,000 live births) to teens ages 15-19 yrs	22.8	44.3	23.8	19.2
Low weight (<2,500 grams) births (per 100 live births)	4.0%	8.4%	6.5%	7.3%
Low weight (<2,500 grams) African American births (per 100 live births)	12.1%	13.3%	10.3%	11.3%
Infant Deaths[2]				
Death rate < 365 days	4.4	6.4	3.9	4.1

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.

[1] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.
[2]Los Angeles County, Department of Public Health, Maternal, Child, and Adolescent Health Programs. Perinatal Health Indicators Los Angeles County 2013.

Health Indicators Children (2005-2015 [1])– LA County
Dental Insurance, Access to Care, Health Behaviors, Reproductive Health and Infant Deaths

Table C5. Health Indicators for Children (0-17 years old) in Los Angeles County
Los Angeles County Health Survey 2015.

	LA County			
	2005	2007	2011	2015[2]/2013[3]
Access to Care				
No regular source of health care	8.2%	7.4%	4.8%	5.7%
Difficulty accessing medical care	14.5%	14.7%	12.3%	11.0%
Did not obtain dental care because could not afford it (past yr)	17.1%	13.7%	12.6%	11.5%
Health Behaviors				
Family eat meals together every day	-	-	-	62.1%
Drink at least one soda or sugar sweetened beverage a day	-	43.3%	38.3%	39.2%
Meet recommended physical activity (6-17 yrs)	-	37.6%	28.7%	28.5%
Reproductive Health[3]				
Rate of births (per 1,000 live births) to teens ages 15-19 yrs	93.6	40.0	28.1	22.8[3]
Low weight (<2,500 grams) births (per 100 live births)	7.1%	7.4%	7.1%	4.0%[3]
Low weight (<2,500 grams) African American births (per 100 live births)	12.7%	12.7%	11.8%	12.1%[3]
Infant Deaths				
Death rate < 365 Days	5.4	5.0	4.9	4.4[3]

[1] Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007.
[2] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.
[3]Los Angeles County, Department of Public Health, Maternal, Child, and Adolescent Health Programs. Perinatal Health Indicators Los Angeles County 2013.

Health Indicators Children (2005-2015[1])–SPA 6, SPA 7, and SPA 8 Dental Insurance, Access to Care, Health Behaviors, Reproductive Health, and Infant Deaths

Table C6. Health Indicators for Children (0-17 years old) in Los Angeles County
Los Angeles County Health Survey 2015.

	SPA 6: South				SPA 7: East				SPA 8: South Bay			
	2005	2007	2011	2015[2]/ 2013[3]	2005	2007	2011	2015[2]/ 2013[3]	2005	2007	2011	2015[2]/ 2013[3]
Access to Care												
No regular source of health care	12.0%	10.2%	7.3%*	4.2%	4.2%	7.3%	5.1%	6.4%*	6.8%	7.5%	4.5%*	3.3%
Difficulty accessing medical care	20.8%	19.9%	17.7%	15.0%	15.0%	15.4%	16.4%	9.5%	11.2%	11.6%	10.1%	7.0%
Did not obtain dental care because could not afford it (past yr)	18.6%	17.7%	14.9%	10.4%	10.4%	15.0%	16.6%	11.5%	17.2%	13.3%	12.2%	11.9%
Health Behaviors												
Family eat meals together every day	-	-	-	65.7%	65.7%	-	-	64.1%	-	-	-	64.5%
Drink at least one soda or sugar sweetened beverage a day	-	55.4%	53.3%	51.6%	51.6%	49.8%	41.2%	45.3%	-	42.6%	40.4%	41.3%
Meet recommended physical activity (6-17 years)	-	34.4%	32.0%	28.1%	28.1%	44.2%	33.4%	31.2%	-	42.0%	30.1%	28.7%
Reproductive Health[3]												
Rate of births (per 1,000 live births) to teens ages 15-19 years	149.6	74.1	51.1	44.3[3]	101.0	42.7	30.9	23.8[3]	86.4	35.3	25.7	19.2[3]
Low weight (<2,500 grams) births (per 100 live births)	8.3%	8.5%	8.1%	8.4%[3]	6.3%	6.9%	6.6%	6.5%[3]	7.3%	7.5%	7.1%	7.3%[3]
Low weight (<2,500 grams) African American births (per 100 live births)	13.3%	14.4%	13.4%	13.3%[3]	15.2%	12.0%	12.0%	10.3%[3]	11.5%	11.7%	10.6%	11.3%[3]
Infant Deaths												
Death rate < 365 Days	6.0	5.4	6.1	6.4[3]	4.2	4.7	3.7	3.9[3]	5.1	5.0	4.7	4.1[3]

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.

[1] Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007.
[2] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.
[3]Los Angeles County, Department of Public Health, Maternal, Child, and Adolescent Health Programs. Perinatal Health Indicators Los Angeles County 2013.

Health Indicators Children (2015 [1])
Respiratory Disease and Chronic Conditions

Table C7. Health Indicators for Children (0-17 years old) in Los Angeles County Los Angeles County Health Survey 2015.	L.A.	SPA 6	SPA 7	SPA 8
	2015	2015	2015	2015
Respiratory Disease				
0-17 years with current asthma	7.4%	7.8%	9.8%	6.3%
Chronic Conditions				
Children in grades 5, 7, & 9 who are obese (BMI above the 95th percentile)[2]	21.2%	-	-	-

[1] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.
[2] California Department of Education, Data Reporting Office, DataQuest. http://data1.cde.ca.gov/dataquest/dataquest.asp

Health Indicators Children (2005-2015 [1]) – LA County
Respiratory Disease and Chronic Conditions

Table C8. Health Indicators for Children (0-17 years old) in Los Angeles County Los Angeles County Health Survey 2015.	LA County			
	2005	2007	2011	2015[2]
Respiratory Disease				
0-17 years with current asthma	8.8%	7.9%	9.0%	7.4%
Chronic Conditions				
Children in grades 5, 7, & 9 who are obese (BMI above the 95th percentile)	23.3%	22.9%	22.4%	21.2%[3]

[1] Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007.
[2] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.
[3] California Department of Education, Data Reporting Office, DataQuest. http://data1.cde.ca.gov/dataquest/dataquest.asp

Health Indicators Children (2005-2015 [1]) – SPA 6, SPA 7, and SPA 8 Respiratory Disease and Chronic Conditions

Table C9. Health Indicators for Children (0-17 years old) in Los Angeles County
Los Angeles County Health Survey 2015.

	SPA 6: South				SPA 7: East				SPA 8: South Bay			
	2005	2007	2011	2015[2]	2005	2007	2011	2015[2]	2005	2007	2011	2015[2]
Respiratory Disease												
0-17 years with current asthma	9.0%	7.8%	9.4%	7.8%	8.8%	8.8%	9.9%	9.8%	11.0%	9.5%	11.5%	6.3%
Chronic Conditions												
Children in grades 5, 7, & 9 who are obese (BMI above the 95th percentile)	29.0%	28.9%	29.0%	-	26.5%	26.0%	25.7%	-	21.6%	21.3%	20.7%	-

[1] Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. *Key Indicators of Health by Service Planning Area;* March 2013, June 2009, April 2007.
[2] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.

DEMOGRAPHIC PROJECTIONS

Demographic Projections [1]

Population Growth by Geography (Fig. P1)

LA County's population growth will mirror California's from 2014 to 2019; California's population is expected to grow 4.6%; similarly, LA County is expected to grow 5.5%.

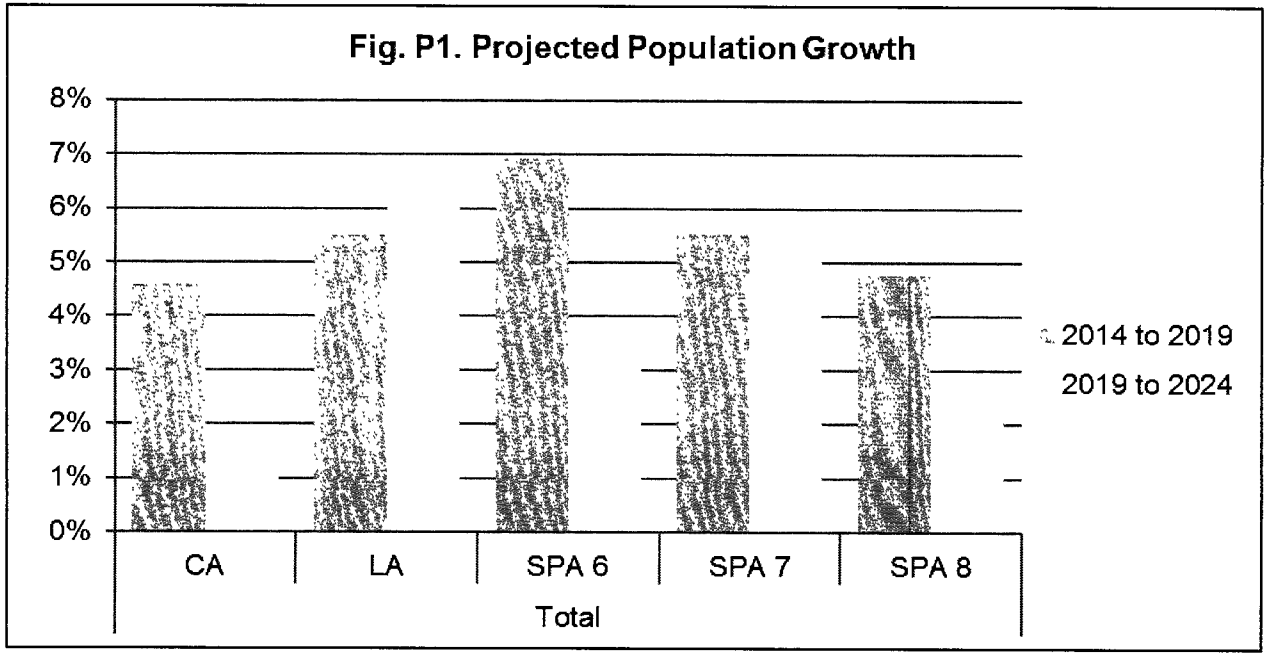
However, LA County is projected to differ from state-wide trends in population growth between 2019 and 2024; California's population is projected to grow only 1.3%, while LA County is projected to grow 6.2%.

Population growth in the SPA areas will generally follow state-wide and county trends of substantial growth, from 2014 to 2019:

- SPA 6 will have 6.9% population growth (higher than the state or county)
- SPA 7 will have 5.5% population growth (same as the county)
- SPA 8 will have 4.8% population growth (similar to state-wide)

Between 2019 and 2024, SPA population growth will be larger than that of the state--but still less than LA County as a whole:

- SPA 7's population is projected to grow the most (5.6%)
- SPA 6 is projected at 3.4%
- SPA 8 is projected at 2.5%



[1] U.S. Census Bureau, American Community Survey 2014, Public Use Microdata Sample
These projections are 5 year estimates from July 1, 2014 to July 1, 2019 and from July 1, 2019 to July 1, 2024

Demographic Projections [1]

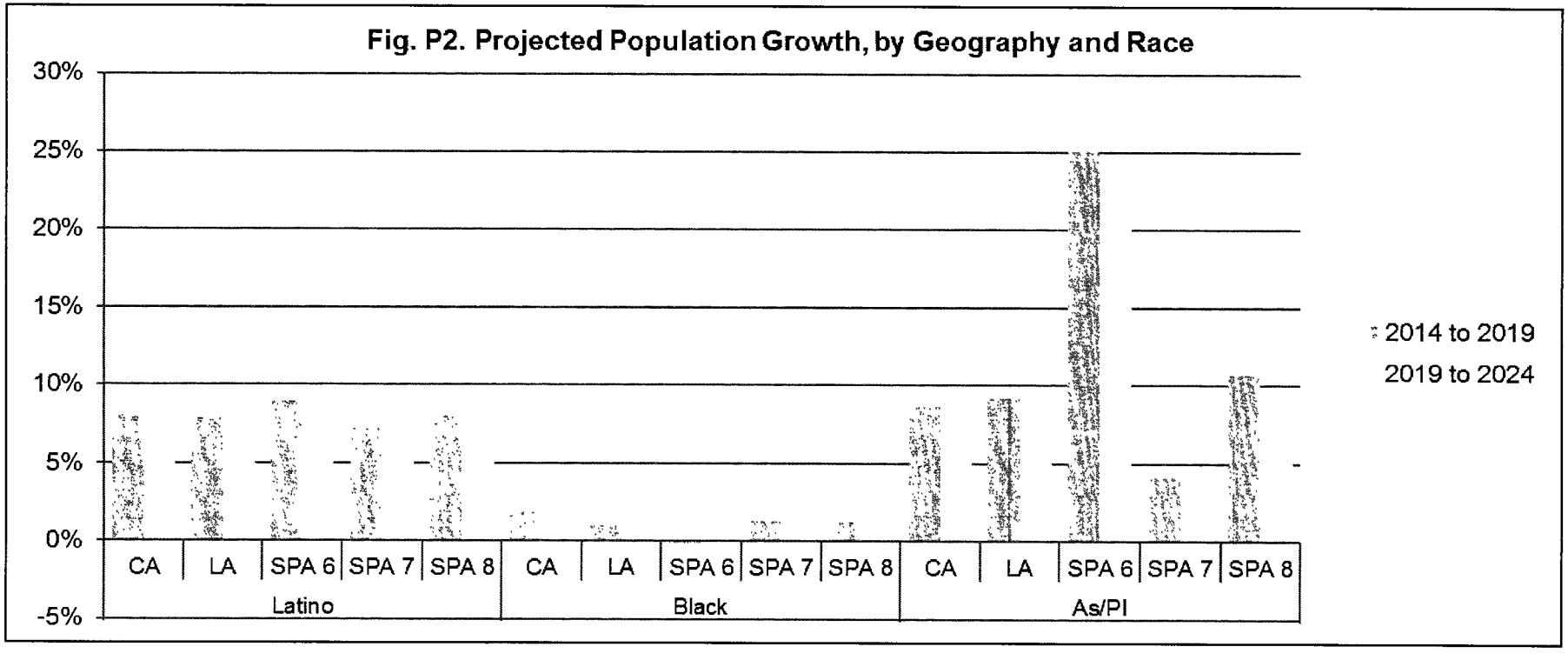
Population Growth by Geography and Race (Fig. P2)

Population growth, by race group, follows the same pattern across all geographical areas. In all areas, between 2014-2019 or 2019-2024, the following is projected:

- Latino population growth will be large, between 6.0% and 8.9%
- Black population growth will be small, between -1.0% and 1.9%

Asian population growth will be the most geographically diverse. Between 2014-2019 or 2019-2024, state or county-wide, the Asian population is projected to grow between 7.6% and 9.2%. However, by SPA:

- SPA 6 will have the largest growth (at 25.1% and 23.7% during the two time periods)
- SPA 7 will have the least growth (at 4.1% and 3.8%)
- SPA 8 will somewhat mirror state and county-wide trends (at 10.7% and 9.4% during the two time periods)



[1] U.S. Census Bureau, American Community Survey 2014, Public Use Microdata Sample
These projections are 5 year estimates from July 1, 2014 to July 1, 2019 and from July 1, 2019 to July 1, 2024

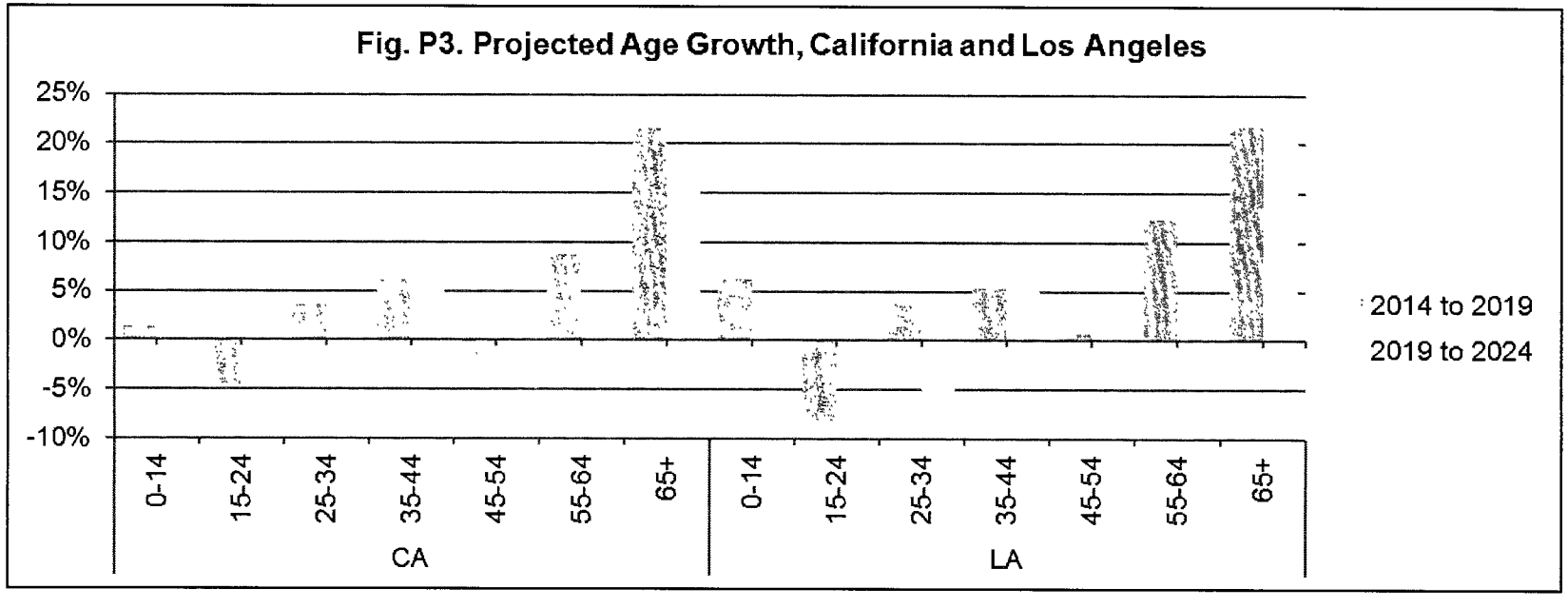
Demographic Projections [1]

Population Growth by Age and Geography (Fig. P3 – Fig. P4)

Population growth, by age group, will follow some basic trends across most geographies--in both time periods. These trends are characterized by growth at the low end (ages 0-5) and high end (ages 55-64 and 65+), but otherwise mixed growth by cohort, geography and time period:

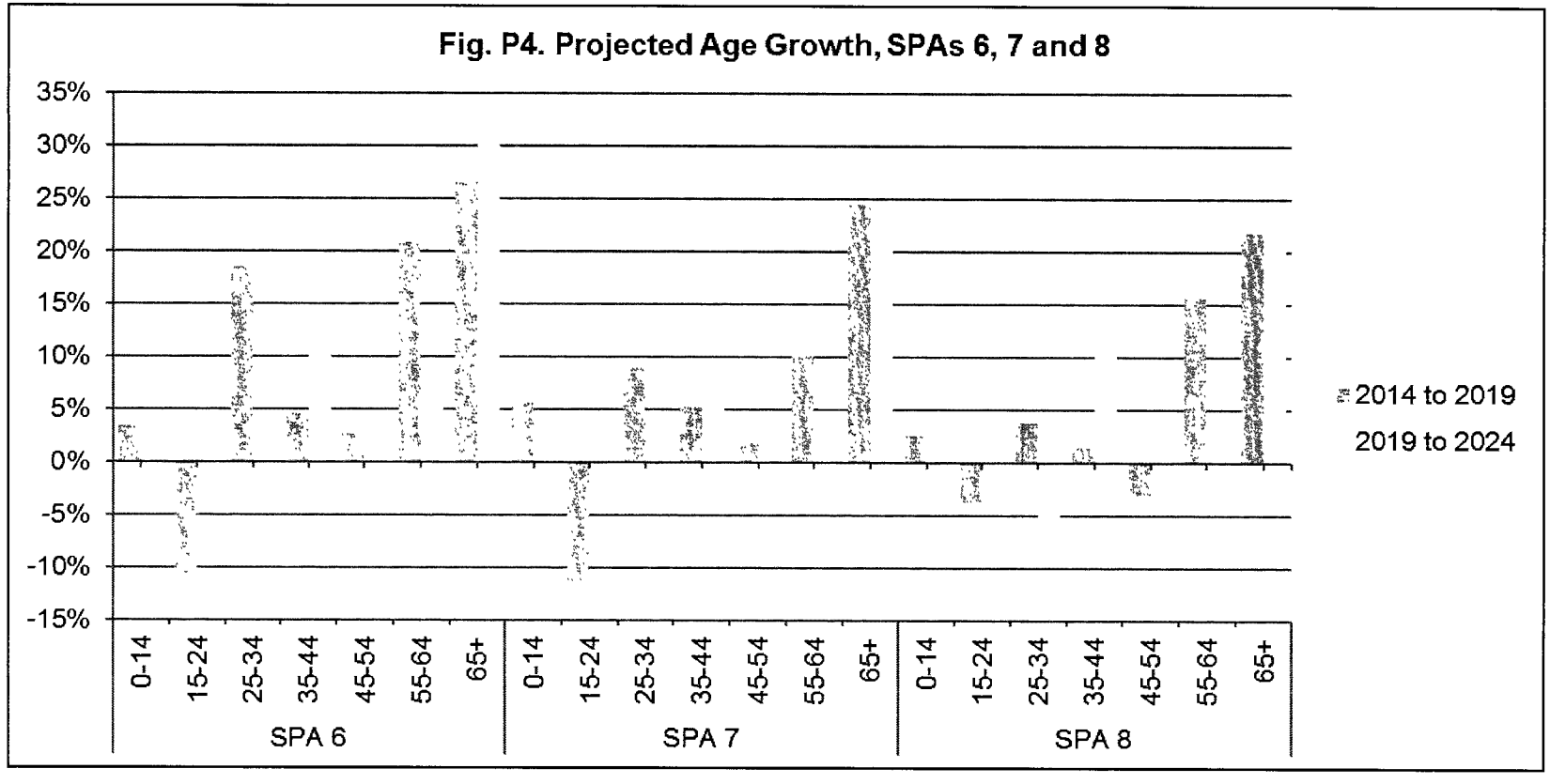
- The age 0-14 population will roughly increase between 0% and 5%
- The 15-24 age group will generally decline between 0% and -10%
- The 25-34 age group will increase (between 4% and 16%) from 2014 to 2019, and decline (between 0 and -7%) from 2019 to 2024
- The 35-44 age group will increase slightly (between 2% and 6%), from 2014 to 2019, then increase more substantially (between 6% and 14%) from 2019 to 2024
- The 45-54 age group will increase slightly (between 0% and 3%) in most areas, across both time periods, but decline (between -2% and -3%) in SPA 8
- The 55-64 age group will increase greatly (between 9% and 21%) from 2014 to 2019, but much less (between 1% and 8%) from 2019 to 2024
- Lastly, the 65+ age group will increase tremendously (between 22% and 27%) from 2014 to 2019, and increase tremendously again (between 18% and 31%) from 2019 to 2024

Fig. P3. Projected Age Growth, California and Los Angeles



[1] U.S. Census Bureau, American Community Survey 2014, Public Use Microdata Sample
These projections are 5 year estimates from July 1, 2014 to July 1, 2019 and from July 1, 2019 to July 1, 2024

Demographic Projections [1]



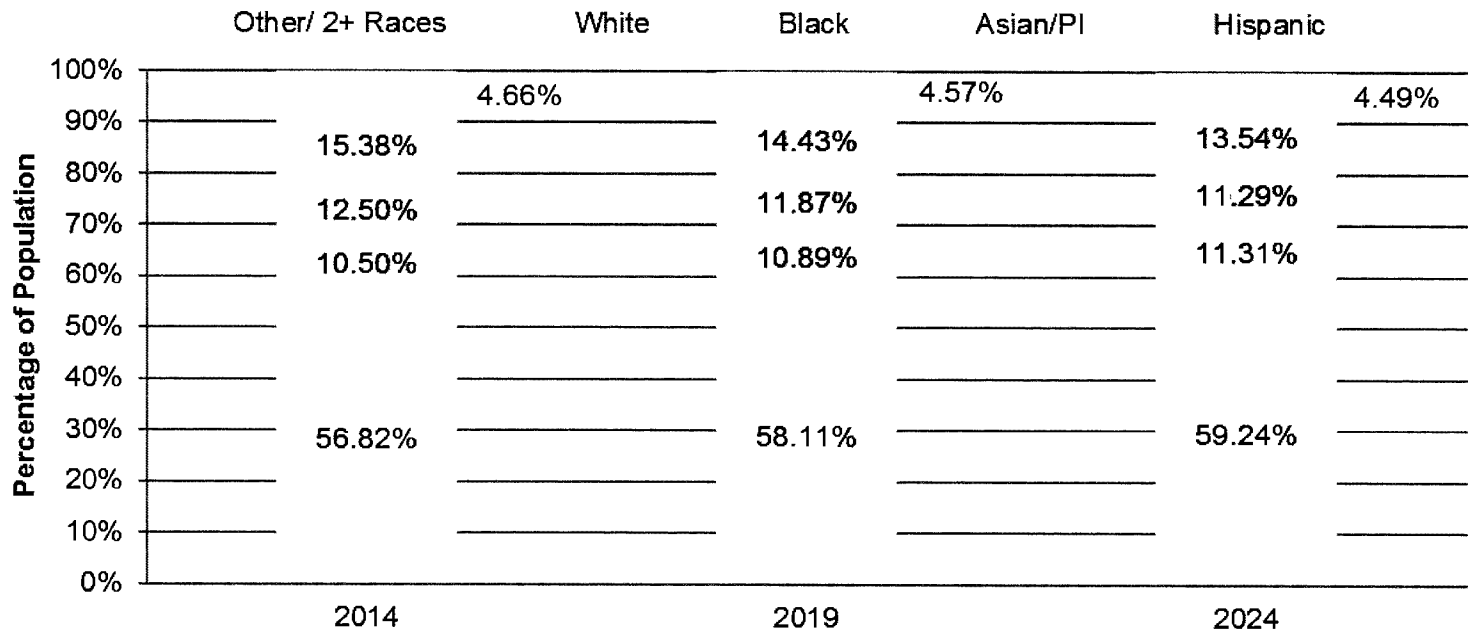
[1] U.S. Census Bureau, American Community Survey 2014, Public Use Microdata Sample
These projections are 5 year estimates from July 1, 2014 to July 1, 2019 and from July 1, 2019 to July 1, 2024

Demographic Projections [1]

Population Growth by Race and SFMC Area (Fig. P5)

- In the SFMC service area overall, Latino and Asian/PI populations show gradual increase, while white and African American populations show gradual decrease
- Latinos population will remain the overwhelming majority, comprising 59% of the SFMC area population
- The Asian/PI population is projected to have overtaken the African American population slightly by 2024 in the SFMC area
- As Spanish and Asian-language speaking households tend to have relatively high rates of linguistic isolation, efforts should be made to enhance outreach capacity appropriately

Fig. P5. Racial Composition in SPAs 6,7,8



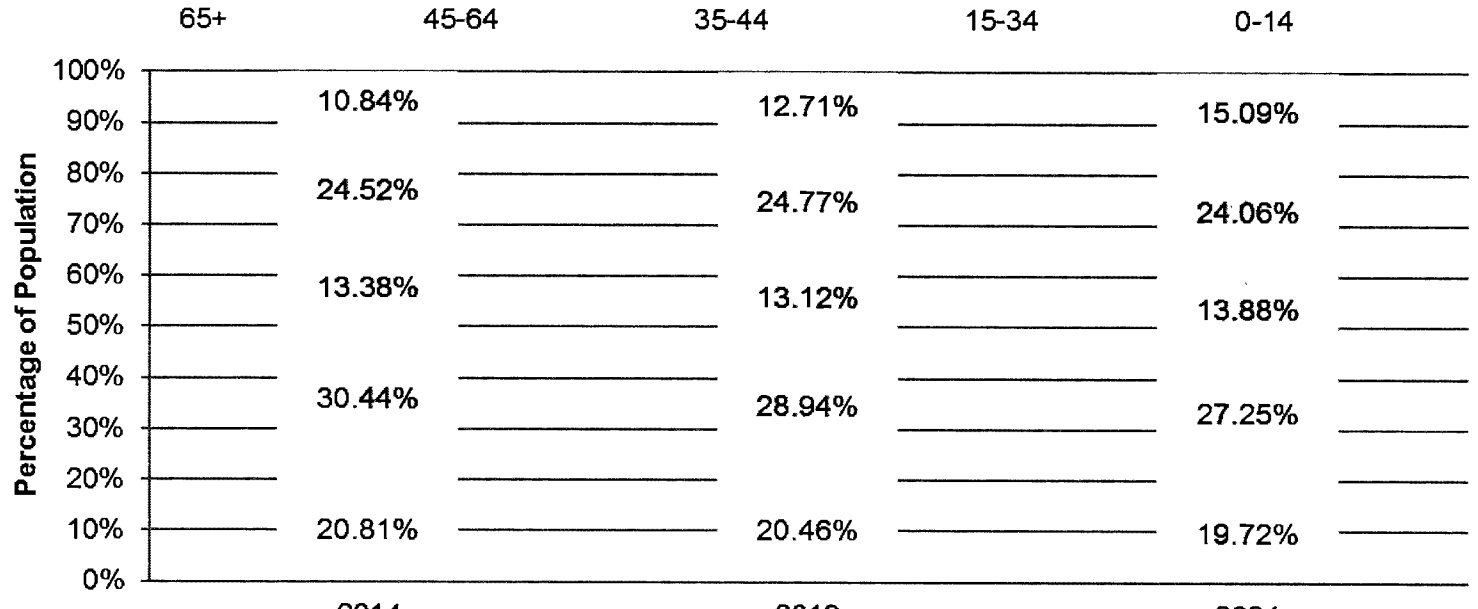
[1] U.S. Census Bureau, American Community Survey 2014, Public Use Microdata Sample
These projections are 5 year estimates from July 1, 2014 to July 1, 2019 and from July 1, 2019 to July 1, 2024

Demographic Projections [1]

Population Growth by Age and SFMC Area (Fig. P6)

- In the SFMC service area overall, 0-14 and 15-34 age groups show a gradual decrease
- The 35-44 age group shows a decrease by 2019, but increases again by 2024
- The 45-64 age group shows a slight increase by 2019, but then decreases by 2024
- The 65+ population is projected to grow significantly by 2024 to comprise 15% of the SFMC area population

Fig. P6. Age Composition in SPAs 6,7,8



[1] U.S. Census Bureau, American Community Survey 2014, Public Use Microdata Sample
These projections are 5 year estimates from July 1, 2014 to July 1, 2019 and from July 1, 2019 to July 1, 2024

APPENDIX

Community Area Characteristics

Table I. "At-A-Glance" Characteristics

- There is a large share of foreign-born persons (between 36% and 56%) in most community areas, similar to county-wide figures (46%)
- Most community areas--with the exception of Downey--have a percentage of households living below poverty that is higher than the county-wide average
- Homeownership is much lower than the county-wide average--except for the areas of Compton and Downey
- The rate of households that are overcrowded (>1 person per room) is much higher than the county-wide average, in most areas--with the exception of Downey
- All community areas have a proportion of 25 year-olds with Bachelor's degrees that is much lower than the county-wide average (most areas are between 3% and 6%; Downey is at 15%; LA County is at 20%)
- Unemployment is somewhat higher (12% to 13%) than the county-wide average (10%) in almost all areas

Table II. Diversity Characteristics

- The percentage of Spanish-speaking households is much higher in most areas than the county-wide average; however, in most areas only 1% of households speak an Asian or Pacific Islander language (Downey is the exception, at 6%)
- County-wide, Asian speaking households are more likely to be linguistically isolated than Spanish-speaking households (32% versus 24%). The figures vary by geography
- Very little of the immigrant population entered the US in 2010 or after (county-wide 4%). Roughly 1/4 of the immigrant population entered between 2000 and 2010, 1/4 between 1990 and 1999, and 1/2 before 1990. These numbers vary slightly by geography
- Very few persons identified with the ancestry categories provided by the ACS (i.e. Mexican is not an option, but West Indian or Yugoslavian is)

Table III. Household Characteristics

- In all areas (except for Downey), the composition of "sub-families" was disproportionately more "Mother-child" than the county-wide or LA city average (54%). (Other sub-families were Married-couple or Father-child)
- The percentage of persons with "less than High School" education was much higher than the county-wide average, but only slightly higher than LA city, for most areas. The percentage of persons with "high school or equivalent" was relatively similar to county-wide figures, but the percentage of persons with "some college" was lower, and the percentage of persons with a "Bachelor's degree" was much lower
- In community areas, the industry of employment was slightly more likely to be in manufacturing or retail, but slightly less likely to be in education, science or the arts

Community Area "At-A-Glance" Characteristics [1]

I. "At-A-Glance" Characteristics

Demographic Characteristics	HNTP	BELL	CDHY	BGDN	COM	DNY	LYN	MYD	PRM	SGT	LA	LAC
Total Households	14,638	9,089	5,615	9,693	23,482	33,169	15,206	6,287	13,732	23,386	25,213	3,242,391
% of Households w/ subfamilies	13%	10%	13%	13%	15%	7%	16%	15%	11%	14%	13%	6%
Total Population	52,581	31,672	21,589	38,143	82,773	91,727	61,916	24,935	46,311	83,889	94,868	7,568,195
Total Workers	46%	44%	44%	44%	44%	57%	43%	46%	47%	47%	40%	60%
Enrolled in School (pre-k thru 12)	26%	28%	32%	30%	30%	25%	29%	29%	31%	26%	30%	25%

Diversity Characteristics	HNTP	BELL	CDHY	BGDN	COM	DNY	LYN	MYD	PRM	SGT	LA	LAC
Foreign born	29,631	15,661	11,450	19,282	29,731	39,431	28,505	12,779	20,627	41,865	41,249	3,484,350
Foreign born %	56%	49%	53%	51%	36%	43%	46%	51%	45%	50%	43%	46%

Household Characteristics	HNTP	BELL	CDHY	BGDN	COM	DNY	LYN	MYD	PRM	SGT	LA	LAC
Total Dwellings	15,266	9,529	5,770	10,054	25,221	34,405	16,024	6,539	14,357	24,205	26,837	3,462,075
Homeowners	26%	29%	17%	23%	55%	51%	44%	26%	38%	47%	36%	46%
Below poverty (past 12 months)	30%	28%	33%	29%	26%	12%	26%	29%	24%	21%	35%	18%
Overcrowded (>1 person/ room)	38%	28%	35%	37%	23%	11%	34%	40%	24%	25%	28%	12%

Education Characteristics	HNTP	BELL	CDHY	BGDN	COM	DNY	LYN	MYD	PRM	SGT	LA	LAC
Total Population (Age 25+)	33,845	20,221	12,631	23,535	54,783	72,377	39,631	14,885	30,731	56,949	56,605	6,557,746
Bachelor's Degree	5%	5%	3%	4%	5%	15%	4%	4%	6%	5%	3%	20%

Workforce Characteristics	HNTP	BELL	CDHY	BGDN	COM	DNY	LYN	MYD	PRM	SGT	LA	LAC
Civilian Labor Force (Age 16+)	27,822	16,121	10,840	19,095	42,893	57,597	30,488	12,751	24,852	45,471	43,262	5,062,981
Unemployment	13%	13%	13%	12%	15%	9%	12%	10%	12%	13%	12%	10%
Median income (past 12 months)	16,362	17,202	17,570	16,922	18,306	26,759	17,287	17,439	19,804	18,587	15,944	24,826

[1] U.S. Census Bureau, American Community Survey 2014, Public Use Microdata Sample
City codes obtained from California Department of Transportation. http://www.dot.ca.gov/hq/structur/strmaint/brlog/table_c.htm

Community Areas by Diversity Characteristics [1]

II. Diversity Characteristics

Household Language	HNTP	BELL	CDHY	BGDN	COM	DNY	LYN	MYD	PRM	SGT	LA	LAC
English only	4%	8%	5%	6%	45%	28%	15%	4%	28%	8%	26%	45%
Spanish	95%	89%	94%	94%	54%	61%	84%	95%	67%	90%	73%	34%
Asian/Pacific Islander	1%	1%	1%	1%	1%	6%	1%	0%	3%	1%	1%	12%
Other Language	0%	3%	0%	0%	1%	7%	1%	0%	2%	1%	1%	16%

Households in Linguistic Isolation	HNTP	BELL	CDHY	BGDN	COM	DNY	LYN	MYD	PRM	SGT	LA	LAC
% of Spanish	34%	31%	32%	27%	21%	16%	23%	36%	23%	26%	30%	24%
% of Asian/PI	7%	0%	47%	25%	36%	24%	0%	53%	25%	26%	52%	32%
% of Other	62%	16%	50%	46%	3%	17%	26%	100%	16%	22%	22%	24%

Year of Entry (Foreign-born only)	HNTP	BELL	CDHY	BGDN	COM	DNY	LYN	MYD	PRM	SGT	LA	LAC
Entered 2010 or later	2%	1%	2%	3%	2%	4%	2%	1%	2%	2%	3%	4%
Entered 2000 or later: Foreign-born	20%	18%	25%	23%	23%	15%	19%	24%	22%	16%	25%	24%
Entered 1990 to 1999: Foreign-born	29%	27%	30%	30%	29%	21%	28%	27%	25%	23%	27%	25%
Entered before 1990: Foreign-born	50%	55%	43%	47%	49%	63%	53%	48%	53%	60%	46%	49%

Ancestry	HNTP	BELL	CDHY	BGDN	COM	DNY	LYN	MYD	PRM	SGT	LA	LAC
Arab	0%	1%	0%	0%	0%	1%	0%	0%	0%	0%	0%	1%
Dutch	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
English	0%	0%	0%	0%	0%	1%	0%	0%	1%	0%	0%	1%
French	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
German	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	0%	2%
Greek	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	0%	0%
Irish	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	0%	1%
Italian	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	0%	1%
Polish	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Russian	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%
Subsaharan African	0%	0%	0%	0%	3%	0%	0%	0%	1%	0%	1%	1%
West Indian	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Yugoslavian	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

[1] U.S. Census Bureau, American Community Survey 2014, Public Use Microdata Sample
City codes obtained from California Department of Transportation. http://www.dot.ca.gov/hq/structur/strmaint/brlog/table_c.htm

Community Areas by Household Characteristics [1]

III. Household Characteristics

Level	HNTP	BELL	CDHY	BGDN	COM	DNY	LYN	MYD	PRM	SGT	LA	LAC
Under 100% of poverty level	30%	28%	33%	29%	26%	12%	26%	29%	24%	21%	35%	18%
Between 100% to 199% of poverty level	37%	36%	33%	41%	31%	23%	35%	35%	33%	31%	34%	22%
Over 200% of poverty level	32%	36%	34%	30%	42%	65%	39%	36%	43%	48%	31%	59%

Household Size	HNTP	BELL	CDHY	BGDN	COM	DNY	LYN	MYD	PRM	SGT	LA	LAC
1 persons	12%	13%	8%	9%	14%	17%	11%	11%	15%	12%	14%	26%
2 persons	18%	19%	15%	14%	18%	25%	13%	13%	17%	17%	16%	27%
3 persons	19%	16%	20%	14%	18%	20%	16%	19%	17%	19%	16%	17%
4 persons	21%	23%	20%	26%	17%	18%	20%	20%	21%	20%	19%	15%
5 persons	14%	16%	18%	19%	15%	11%	17%	15%	14%	16%	16%	8%
6 persons	8%	7%	13%	9%	10%	6%	11%	10%	9%	9%	9%	4%
7+ persons	8%	6%	7%	9%	9%	3%	11%	12%	8%	7%	10%	3%

Subfamily Characteristics	HNTP	BELL	CDHY	BGDN	COM	DNY	LYN	MYD	PRM	SGT	LA	LAC
Number of Subfamilies	1,971	909	703	1,264	3,446	2,486	2,489	968	1,501	3,385	3,280	201,471
Married-couple subfamily	28%	32%	22%	24%	24%	34%	27%	23%	27%	31%	32%	38%
Mother-child subfamily	60%	62%	71%	59%	63%	54%	62%	61%	61%	59%	54%	51%
Father-child subfamily	12%	6%	7%	17%	13%	13%	10%	17%	12%	10%	14%	11%

Number of Units per Household Dwelling	HNTP	BELL	CDHY	BGDN	COM	DNY	LYN	MYD	PRM	SGT	LA	LAC
1	49%	59%	48%	70%	79%	64%	68%	69%	55%	66%	73%	56%
2	5%	5%	4%	4%	3%	2%	2%	5%	1%	5%	5%	2%
3-4	10%	11%	6%	7%	6%	3%	8%	8%	5%	13%	8%	6%
5-9	12%	10%	9%	7%	4%	6%	9%	7%	5%	9%	6%	8%
10-19	11%	6%	13%	4%	2%	8%	6%	5%	6%	3%	2%	8%
20-49	6%	4%	10%	3%	1%	10%	5%	5%	7%	2%	1%	9%
50+	5%	2%	2%	1%	2%	7%	1%	1%	11%	2%	3%	9%
Mobile home	0%	4%	8%	4%	2%	1%	1%	0%	9%	1%	1%	2%
Boat, RV, van, etc.	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

[1] U.S. Census Bureau, American Community Survey 2014, Public Use Microdata Sample
City codes obtained from California Department of Transportation. http://www.dot.ca.gov/hq/structur/strmaint/brlog/table_c.htm

Community Areas by Education Characteristics [1]

IV. Education Characteristics

Highest Education (Age 25+)	HNTP	BELL	CDHY	BGDN	COM	DNY	LYN	MYD	PRM	SGT	LA	LAC
Less than High School	60%	55%	56%	57%	40%	23%	49%	62%	43%	48%	54%	23%
High school or equivalent	19%	19%	24%	24%	27%	26%	26%	19%	27%	25%	25%	21%
Some College	15%	19%	15%	14%	27%	30%	19%	15%	22%	20%	17%	26%
Bachelor's Degree	5%	5%	3%	4%	5%	15%	4%	4%	6%	5%	3%	20%
Graduate Degree	1%	1%	1%	1%	2%	6%	1%	0%	2%	2%	1%	10%

V. Workforce Characteristics

Industry of Employment	HNTP	BELL	CDHY	BGDN	COM	DNY	LYN	MYD	PRM	SGT	LA	LAC
Agriculture, forestry, fishing and hunting, and mining	1%	1%	0%	1%	1%	0%	1%	1%	0%	0%	2%	1%
Construction	7%	6%	9%	8%	6%	5%	7%	8%	6%	6%	9%	6%
Manufacturing	23%	17%	19%	20%	17%	13%	19%	22%	17%	19%	18%	11%
Wholesale trade	7%	6%	6%	5%	5%	5%	6%	7%	4%	6%	6%	4%
Retail trade	13%	15%	14%	15%	11%	12%	13%	13%	12%	14%	13%	11%
Transportation and warehousing, and utilities	6%	9%	12%	8%	9%	6%	9%	8%	9%	7%	8%	5%
Information	1%	1%	1%	1%	1%	2%	1%	2%	2%	1%	1%	4%
Finance and insurance, and real estate and rental and leasing	3%	2%	3%	2%	3%	8%	2%	2%	4%	4%	3%	6%
and administrative and waste management services	7%	8%	6%	8%	10%	9%	8%	8%	10%	8%	9%	12%
Educational services, and health care and social assistance	16%	16%	13%	14%	20%	21%	15%	14%	17%	18%	14%	21%
Arts, entertainment, and recreation, and accommodation and food services	9%	9%	8%	9%	7%	9%	9%	7%	9%	7%	9%	11%
Other services, except public administration	5%	7%	7%	7%	7%	5%	7%	8%	7%	7%	7%	6%
Public administration	2%	3%	1%	1%	4%	5%	2%	1%	2%	2%	2%	3%

[1] U.S. Census Bureau, American Community Survey 2014, Public Use Microdata Sample
City codes obtained from California Department of Transportation. http://www.dot.ca.gov/hq/structur/strmaint/brlog/table_c.htm

Community Stakeholder and Provider Participation

Bet Tzedek

City of Lynwood Recreation and Community Services

City of Southgate

College of Science and Health Charles Drew University of Medicine and Science

Community Health Initiatives/ Volunteer Services St. Francis Medical Center

Health and Education Commission City of Huntington Park

Health Benefits Resource Center St. Francis Medical Center

Homeless Outreach Program, Integrated Care System

Huntington Park Parks and Recreation Commission

LA BioMed WIC Program

LA County Department of Public Health

Los Angeles Child Guidance Clinic

Lynwood Unified School District

Office of California Assembly Speaker Anthony Rendon

Office of Congresswoman Janice Hahn

Office of Senator Ricardo Lara

Office of Supervisor Mark Ridley-Thomas

Program Office, Health Care California Community Foundation

Stars Behavioral Group

Title 11, California Code of Regulations, § 999.5(d)(5)(A)

Exhibit 3

2013 Community Health Needs Assessment

ST. VINCENT
MEDICAL CENTER

December 2013

Center for
Nonprofit
Management

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II. Executive Summary

The Patient Protection and Affordable Care Act (ACA), enacted on March 23, 2010, added new requirements that nonprofit hospital organizations must satisfy to maintain tax-exempt status under section 501(c)(3) of the Internal Revenue Code. One such requirement added by ACA, to Section 501(r) of the Code, requires nonprofit hospitals to conduct a community health needs assessment (CHNA) at least once every three years. As part of the CHNA, each hospital is required to collect input from designated representatives in the community, including public health experts as well as members, representatives or leaders of low-income, minority, and medically underserved populations, and individuals with chronic conditions.

For the 2013 CHNA, three hospitals in metropolitan Los Angeles — California Hospital Medical Center, Good Samaritan Hospital, and St. Vincent Medical Center — collaborated, as they have in the past, to work with the Center for Nonprofit Management consulting team in conducting the CHNA. The initial phase of the CHNA process, community input was collected through 10 focus groups and 29 interviews with key stakeholders, including health care professionals, government officials, social service providers, community residents, leaders, and other relevant individuals. Appendix A presents the primary data collection tools and Appendix B lists the stakeholders involved. Concurrently, secondary data were collected and compared to relevant benchmarks including Healthy People 2020, Los Angeles County or California rates or statistics when possible. The data were also collected for smaller geographies, when possible, to allow for more in-depth analysis and identification of community health issues. In addition, prior CHNAs were reviewed to identify trends and ensure that previously identified needs were not overlooked. Primary and secondary data were compiled into a scorecard (Appendix C) to present health needs and health drivers with benchmarks included for comparison; when an indicator for the GSH fell below the comparison benchmark (Healthy People 2020, Los Angeles County and California indicators) it is shaded in black. The scorecard was designed to allow for a comprehensive analysis across all data sources (Appendix D) and for use during the prioritization phase of the CHNA process.

For the 2013 CNHA, a process to prioritize health needs and drivers was introduced. This consisted of a facilitated group session that engaged participants from the first phase of collecting community input as well as other stakeholders in a review and discussion of secondary and primary data (compiled and presented in the scorecards and accompanying health need profiles) and an online survey. At the prioritization session, participants were provided with a brief overview of the CHNA process, a list of identified health needs and drivers in the scorecard format, and brief narrative summary descriptions (health need profiles) of the health needs identified through the data analysis process described above. Then, participants considered the scorecards and health needs profiles in discussing the data and identifying key issues or considerations.

The following lists present the prioritized health needs and drivers.

a. Health Needs

The following needs were identified through the analysis of primary and secondary data and are presented in the following list in prioritized order.

Prioritized Health Needs

1. Mental Health
2. Oral health

3. Substance Abuse
4. Diabetes
5. Obesity/Overweight
6. Alzheimer's Disease
7. Cardiovascular Disease
8. Alcoholism
9. Sexually Transmitted Diseases
10. Allergies
11. Asthma
12. Hypertension
13. Vision
14. Cholesterol
15. Cancer, general
16. Colorectal Cancer
17. Arthritis
18. Breast Cancer
19. HIV/AIDS

b. Health Drivers

The following health drivers were identified through the analysis of primary and secondary data. They are presented in the following list in prioritized order.

Prioritized Health Drivers

1. Poverty (including unemployment)
2. Housing
3. Specialty Care Access
4. Homelessness
5. Disease Management
6. Health Care Access
7. Cultural Barriers
8. Immigrant Status
9. Social Barriers (i.e. family issues)
10. Alcohol and Substance Abuse
11. Community Violence
12. Coordinated Healthcare
13. Transportation
14. Healthy Eating
15. Physical Activity
16. Preventative Care Services
17. Health Education and Awareness

III. Introduction and Background

St. Vincent Medical Center (SVMC)

Overview and History

Established by the Daughters of Charity of St. Vincent de Paul in 1856, St. Vincent Medical Center (SVMC) has been meeting the needs of our community for more than a century. When the Daughters of Charity first arrived in 1856, Los Angeles was a small community with no formal medical care. The Daughters responded to this need by opening the city's first free-standing hospital in a tiny adobe house. As the community's health care needs grew, the Daughters adapted by opening larger facilities. Over the years, the hospital continued to grow and played an important role in the Los Angeles health care community.

Today SVMC is a 366-bed tertiary and surgical specialty care hospital located near downtown Los Angeles, offering advanced care delivered by some of the most well-respected medical professionals in the world including 474 physicians and over 1,300 employees. With a well-earned reputation for high quality of care, SVMC most recently received the Distinguished Hospital Award for Clinical Excellence from Healthgrades as being in the top 5 percent of all hospitals in the nation with the lowest risk-adjusted mortality and complication rates.

Mission

SVMC subscribes to the mission of the Daughters of Charity Health System: In the spirit of founders St. Vincent de Paul, St. Louise de Marillac, and St. Elizabeth Ann Seton, the Daughters of Charity Health System is committed to serving the sick and the poor. SVMC advances and strengthens the healing mission of the Catholic Church by providing comprehensive, excellent healthcare that is compassionate and attentive to the whole person: body, mind and spirit. SVMC promotes healthy families, responsible stewardship of the environment, and a just society through value-based relationships and community-based collaboration.

Services

SVMC specialty areas include: cardiac care, multi-organ transplantation, spine surgery, joint replacement and general orthopedics, oncology, neurosurgery and treatment of hearing disorders. In addition, SVMC offers the latest diagnostic and treatment technologies and a full continuum of care to benefit patients and their families. Other services provided include, but are not limited to, acute rehabilitation, transitional care, outpatient dialysis, emergency medicine, imaging and laboratory services. Prominent community benefit programs include the Asian Pacific Liver Center, Casa de Amigos Community Learning Center, Community Diabetes Education Program, Health Benefits Resource Center and Multicultural Health Awareness and Prevention Center.

Service Area

SVMC is located in Service Planning Area (SPA) 4 of Metro Los Angeles. The service area, however, extends over a larger regional area with patients from over 80 cities in Los Angeles, San Bernardino, Riverside and Orange Counties, as well as from across the United States and around the world.

Good Samaritan Hospital (GSH)

Overview and History

Good Samaritan Hospital (GSH) was founded in 1885 by Sister Mary Woods of the Episcopal Church as a 9-bed facility known as the Los Angeles Hospital and Home for Invalids. Today GSH extends far beyond a traditionally-defined community hospital as a regional tertiary medical facility that offers outstanding diagnostic, surgical and therapeutic care with state-of-the-art technology. GSH is respected internationally for its tertiary level care and its affiliations with the USC and UCLA Schools of Medicine. Recent recognitions include: one of the "Best Hospitals in America" by *U.S. News & World Report,* 1998; "Best Medical Center in Los Angeles" by the *Los Angeles Downtown News*, 1999-2007, 2009-2013; and as one of HealthGrades, Inc. America's 50 Best Hospitals in 2007, 2008, 2009 and 2010.

A major research center and teaching hospital, GSH is a leader in the development of medical procedures to improve health outcomes and minimize suffering. Reflecting both Los Angeles' multicultural population and its international reputation and patient base, GSH employs over 1,500 people and has approximately 600 physicians on its medical staff. Together the medical staff and employees speak over 54 languages/dialects.

Mission

Good Samaritan Hospital's mission is to provide accessible, quality, cost-effective and compassionate health care services that meet the needs of patients and their families, the community and physicians.

Services

Located a few blocks west of downtown Los Angeles, Good Samaritan Hospital is a 408-bed hospital with approximately 17,000 in-patient admissions and more than 93,500 outpatient visits annually. More than 4,000 deliveries and 8,000 surgeries are performed annually in 18 surgical suites. Good Samaritan Hospital also experiences approximately 25,400 emergency room visits annually. The tertiary medical center's programs include seven centers of excellence (cardiovascular diseases, orthopedics, kidney stone service, gastroenterology, perinatology/neonatology, tertiary retinal surgery and transfusion-free medicine & surgery) and other specialties.

California Hospital Medical Center (CHMC)

Overview and History

California Hospital Medical Center (CHMC) is a 316-bed private, non-profit, acute care hospital that began serving the downtown and central Los Angeles areas in a three-story framed structure in 1887. By 1902, CHMC was the largest and best-equipped physician-owned hospital west of Chicago. Less than 25 years later, the original frame buildings were replaced by a modern nine-story brick building, the first fireproof hospital in Los Angeles. In 1964, a nine-story north wing was added followed by the opening of a new Patient Care Tower in 1987, marking the beginning of CHMC's second century. In 1998, CHMC became an affiliate of Catholic Healthcare West. On December 1, 2004, CHMC's opened the first new trauma center in Los Angeles in more than a decade and one of only 13 in Los Angeles County.

The Central and South Central areas of Los Angeles served by CHMC in 1887 were originally affluent neighborhoods that later experienced shifts in demographics and became associated with poverty, crime, and other social problems. Despite the trend of many other hospitals and medical centers to follow affluent residents into the suburbs, CHMC remained stay in the central city to provide cost effective, culturally-sensitive care to the people in its service area.

CHMC is committed to serving its community and views community care beyond the treatment of immediate health problems. The hospital works with an extensive group of community health educators, called Promotoras, and founded the nationally-recognized community learning center Hope Street Family Center (http://www.healthychild.ucla.edu/HopestreetFamilyCenter.asp) in 1992.

Mission
CHMC is committed to improving the health status and increasing access to care for the multiethnic population of Central and South Central Los Angeles. CHMC builds on its affiliation with Catholic Healthcare West to create a broad-based network of care with other community resources that are responsive to the primary and specialty care service needs of the community. The hospital is also committed to achieving financial viability by working with its physicians, payers, and employees to create a climate of mutual opportunity and shared destiny; and to encourage innovative, cost-effective approaches to continuous quality improvement.

Services
CMHC provides a myriad of tertiary care services in its 316-bed facility, and has specialties in areas such as comprehensive women's and children's services (including nurse-midwifery services and a teen-parent clinic), 24-hour emergency services (including a sexual assault and domestic violence response team and a Level II Trauma Center), family health services (including the California Family Care Medical Group and the USC Family Health Center), health ministry program, Hope Street Family Center and the Donald P. Loker Cancer Center.

CHNA Consultants

The **Center for Nonprofit Management (CNM)** was hired as the consultant team to conduct the assessment for the Metro Hospital Collaborative. CNM is the leading management assistance organization in Southern California, providing training, consulting, technical assistance, capacity-building resources and services, and customized counsel to the nonprofit sector since 1979.

The principal members of the CNM evaluation team—Dr. Maura Harrington and Ms. Jessica Vallejo—have extensive experience with SB 697 community health needs assessments and public health data. The team was involved in conducting the 2004, 2007, and 2010 CHNAs for the Metro Hospital Collaborative (California Hospital Medical Center, Children's Hospital Los Angeles, Good Samaritan Hospital, Kaiser Foundation Hospital Los Angeles, QueensCare, and St. Vincent Medical Center) and is conducting 2013 CHNAs and/or the Community Benefit Implementation Strategy for five Kaiser hospitals and four other Los Angeles area hospitals. Dr. Harrington has worked on projects with the Pasadena Public Health Department, the California Wellness Foundation, and many other health-related entities. The CNM team has extensive experience with a broad range of evaluation projects involving qualitative and quantitative data collection and analysis and the preparation of reports and documentation appropriate for diverse audiences and constituencies.

Purpose of the Community Health Needs Assessment Report

In 1994, California legislators passed Senate Bill 697 (SB 697), which requires all private nonprofit hospitals in the state to conduct a CHNA every three years. As part of SB 697, hospitals are also required to annually submit a summary of their community benefit contributions, particularly those activities undertaken to address the community needs arising during the CHNAs.

Federal requirements included in the Affordable Care Act, enacted on March 23, 2010, stipulate that hospital organizations with 501(c)(3) status must adhere to new regulations, one of which is a

requirement to conduct a CHNA every three years. With regard to the CHNA, the ACA specifically requires nonprofit hospitals to collect and take into account input from public health experts as well as community leaders and representatives of high-need populations (including minority groups, low-income individuals, medically underserved populations, and those with chronic conditions); identify and prioritize community health needs; document a separate CHNA for each individual hospital; and make the CHNA report widely available to the public. In addition, each nonprofit hospital must adopt an implementation strategy to address the identified community health needs and submit a copy of the implementation strategy along with the organization's annual Form 990.

IV. Methodology and Process

Metro Hospital Collaborative CHNA Framework and Process

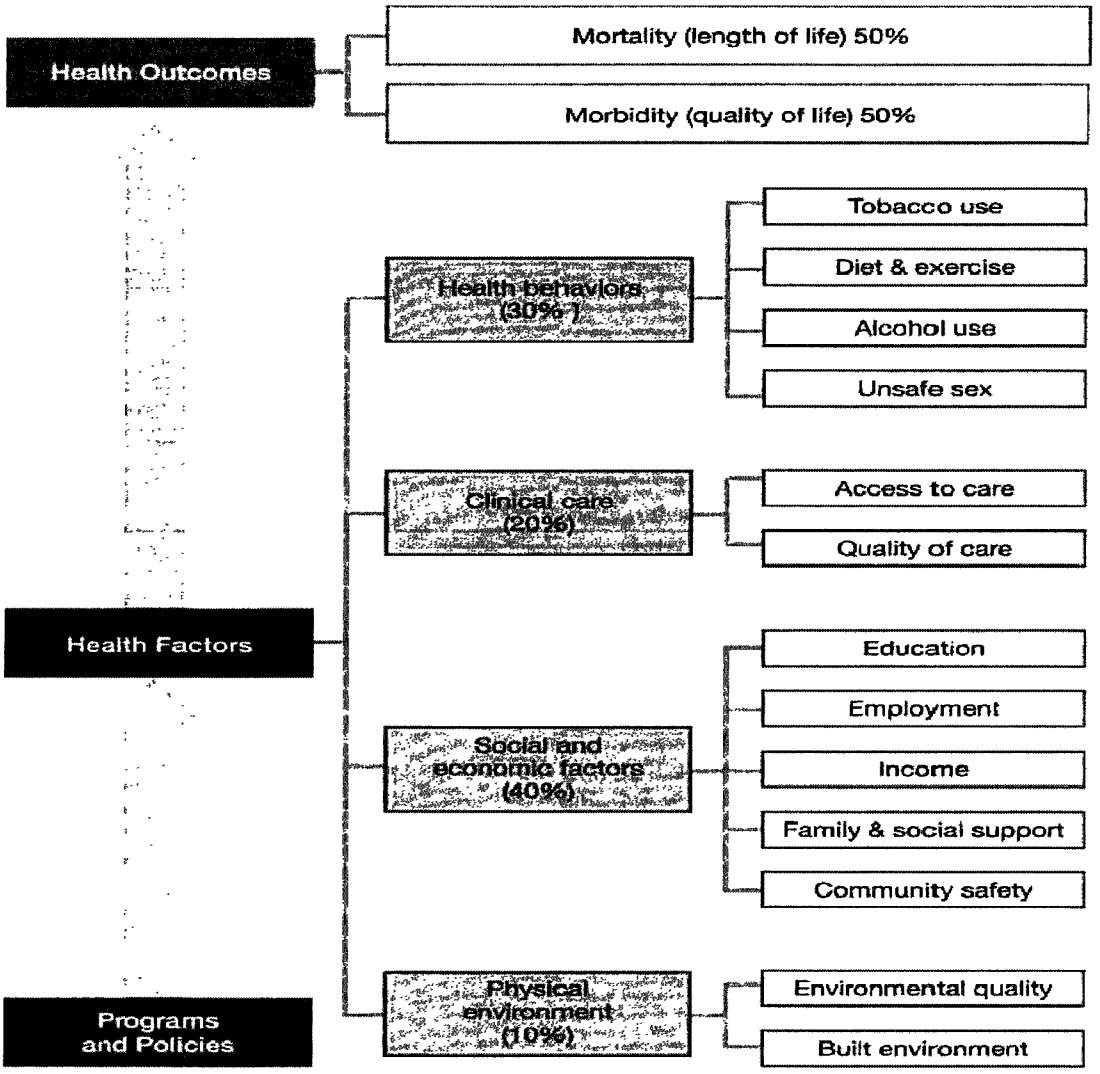
To ensure a high level of comprehensiveness of the CHNA, the CNM team included a list of over 100 indicators of secondary data that, when reviewed all together, help illustrate the health of a community. Local, Los Angeles County and California data sources were used whenever possible. When California data sources were not available, national data sources were used.

In addition to reviewing the secondary data available, the CNM CHNA team collected primary data through 10 focus groups and 29 interviews to discuss and identify key issues that most impact the health of the communities served by the three hospitals. The identified health needs and drivers of health were then presented during a community forum to allow for a richer discussion of secondary data and additional considerations. The focus groups, interviews, and community forum engaged a spectrum of local public health experts, community leaders, and residents.

Secondary Data

Secondary data were collected from a wide range of local, county, and state sources to present demographics, mortality, morbidity, health behaviors, clinical care, social and economic factors, and physical environment. These categories are based on the Mobilizing Action Toward Community Health (MATCH) framework, which illustrates the interrelationships among the elements of health and their relationship to each other, including social and economic factors, health behaviors, clinical care, physical environmental, and health outcomes.

Figure 1. Mobilizing Action Toward Community Health (MATCH)



County Health Rankings model ©2010 UWPHI

The CNM evaluation team identified a minimum set of required indicators for each of the data categories to be used for the CHNAs. Data sets were accessed electronically through local sources. When data were available by ZIP Code, the data from the ZIP Codes of the service area were compiled for a hospital's primary service area indicator. For geographic comparisons across SPAs within the hospital's primary service area, if the source provided data by ZIP Code, then ZIP Codes were aggregated into respective SPAs; when the data were not available by ZIP Code, then the data for the entire SPA was utilized.

Secondary data indicators were entered into tables for inclusion in the analysis. The tables present the data indicator, the geographical area the data represented, the data measurement (e.g. rate, number, percent), and the data source and year. Data are presented based on the data source and geographic level of available data. When possible, these data are presented in the context of larger geographies such as county or state for comparison.

To allow for a comprehensive analysis across data sources, and to assist with the identification of a health need, a matrix (Appendix C—Scorecard) was created listing all identified secondary indicators and issues identified through primary data collection in one location. The matrix included hospital-level secondary data, primary data counts (number of times an issue was mentioned) for both interviews and focus groups, and subpopulations noted by stakeholders as most severely impacted. The matrix also included benchmark data in the form of Healthy People 2020 (HP2020) benchmarks, which are nationally recognized, when the indicator matched the data on hand. If, however, there was not a stated HP2020 indicator, then the most recent county or state data source was used as a comparison.

Each data indicator for the hospital primary service area was first compared to the HP2020 benchmark, if available, and then to the geographic level for benchmark data to assess whether the hospital primary service area performance was better or worse than the benchmark. When more than one source (from the primary or secondary data) identified an issue, the issue was designated as a health need or driver.

Two additional steps of analysis were conducted. The first reviewed data in smaller relevant geographies, repeating the process described above to identify areas in which needs were more acute. In the second step, the previous CHNA was reviewed to identify trends and ensure that a previously identified need had not been overlooked.

Primary Data—Community Input

Information and opinions were gathered directly from persons who represent the broad interests and perspectives of the community served by the hospital. A total of 10 focus groups and 29 telephone interviews were conducted with a broad range of community stakeholders, including area residents. The purpose of the primary data collection component of the CHNA is to identify broad health needs and key drivers, as well as assets and gaps in resources, through the perceptions and knowledge of varied and multiple stakeholders.

These stakeholders represented a wide range of health and social service expertise as well as representatives from diverse ethnic backgrounds including African-American, Chinese, Filipinos, Koreans and Latinos.

The interviews were conducted primarily via telephone for approximately 30 to 45 minutes each; the conversations were confidential and interviewers adhered to standard ethical research guidelines. The interview protocol was designed to collect reliable and representative information about health and other needs and challenges faced by the community, access and utilization of health care services, and other relevant topics. (See Appendix A for data collection tools and instruments used in primary data collection.)

Focus groups took place in a range of locations throughout the service area, with translation and interpretation services provided when appropriate. Focus group sessions were 45 to 60 minutes each. As with the interviews, the focus group topics also were designed to collect representative information about health care utilization, preventive and primary care, health insurance, access and barriers to care, emergency room use, chronic disease management and other community issues.

The stakeholders[1] engaged through the 10 focus groups and 29 interviews represent a broad range of individuals from the community, including health care professionals, government officials, social service

[1] A portion of the primary data was collected through a community health needs assessment conducted earlier this year by Kaiser Permanente Los Angeles Medical Center and was generously shared with the Metro Hospital Collaborative.

providers, local residents, leaders, and other relevant community representatives, as per the IRS requirement. Participants included residents and representative from African-American, Latino and Asian-Pacific Islander communities. Interpretation services was provided in Spanish and Mandarin. Please see Appendix B for a list of participants.

Data Limitations and Gaps

The secondary data set includes a robust set of over 100 secondary data indicators that, when taken together, enable an examination of the broad health needs within a community. However, there are some limitations with regard to this data, as is true with any secondary data. Some data were available only at a county level, making an assessment of health needs at a neighborhood level challenging. Moreover, disaggregated data for age, ethnicity, race, and gender are not available for all data indicators, which limited the examination of disparities of health issues within the community. At times, a stakeholder because of the limitations identified a health issue that may not have been reflected by the secondary data indicators. In addition, data are not always collected on an annual basis, and some data are several years old.

V. Prioritization of Health Needs and Drivers of Health

Identifying Community Health Needs

For the purposes of the CHNA, a health need is defined as a poor health outcome and associated health driver(s), or a health driver associated with a poor health outcome where the outcome itself has not yet arisen as a need. As described previously, health needs arise from the comprehensive identification, interpretation, and analysis of a robust set of primary and secondary data.

Primary data were input into Microsoft Excel. The data were then analyzed using content analysis to identify themes and determine a comprehensive list of codes. The data were coded and the number of times an issue was identified was tallied. In addition, subpopulations mentioned as being most affected by a specific issue were noted.

Secondary data were entered into tables to be included in the analysis. When possible, benchmark data were included (Healthy People 2020, Los Angeles County, or California). County levels were used as the benchmark when available. However, if the data source was not available at the county level, state-level data was used for comparison.

As previously discussed, health needs and drivers were identified from both primary and secondary data sources using the magnitude or size of the problem relative to the portion of population affected by the problem, as well as the seriousness of the problem (impact at the individual, family, or community level). To examine the size and seriousness of the problem, these indicators from the secondary data were compared to the available benchmark (HP2020, county, or state). Those indicators that performed poorly against a benchmark were considered to have met the size and seriousness criteria and were added to the master list of health needs and drivers. Concurrently, health needs and drivers that were identified by stakeholders in the primary data collection were also added to the master list of health needs and drivers.

After primary and secondary data were analyzed, a process was created to sort the identified needs into three levels or tiers, based on the amount of data indicating a need. The first tier was designed to be most inclusive (all the health needs and drivers identified in the primary or secondary data) and the third to be most exclusive in terms of the criteria including only those needs indicated in both primary and secondary data source. The tool was developed in order to limit the long list of health issues and drivers (29 needs and an additional 49 drivers) identified via primary and secondary sources in the first phase of the CHNA process.

Upon application of the tiers, the CNM team made a number of observations. First, use of the most inclusive criteria (tier one) resulted in a very long list. Furthermore, the use of the most stringent criteria, requiring identification by both a quantitative indicator and a qualitative indicator, yielded what was regarded as potentially too few needs and drivers—in one case, five needs and eight drivers. Thus, the decision was made to use tier two for the list of needs used in the prioritization process, as most appropriate, stringent yet inclusive approach that would allow for a comprehensive list of 19 health needs and 17 drivers to be brought forth in the second phase or prioritization process for the SVMC primary service area.

Process and Criteria Used for Prioritization of Health Needs

The Simplex Method was selected as the approach for the health needs prioritization process. A Simplex Method is the process in which input is gathered through a close-ended survey where respondents rate each health need and driver using a set of criteria. This approach was selected because of its inclusivity of stakeholders and its ease of use to involve a moderate amount of rigor.

Community Prioritization Forum

The community forum was designed to provide the opportunity for a range of stakeholders to engage in a discussion of the data and participate in the prioritization process. All individuals who were invited to take part in the primary data collection, irrespective of whether or not they had participated in that phase, were invited to attend a community forum. The forum included a brief presentation that provided an overview of the CHNA data collection and prioritization processes to date, and a review of the documents to be used in the facilitated discussion.

Participants were provided a list of identified health needs and drivers in the scorecard format, developed from the matrix described previously in this report, and a narrative document that included brief summary descriptions of the identified health needs.

Participants then engaged in a facilitated discussion about the findings as presented in the scorecard and the narrative summaries, and prioritization of the identified health needs and drivers.

Each participant was then asked to complete a survey and to rank each health need according to several criteria, as described below.

Administration of the Survey

Community forum participants were asked to complete a survey after the forum, rating each health need and driver according to scales for severity, change over time, resources available to address the needs and/or drivers, and the community's readiness to support initiatives to address the needs and/or drivers. Please see Appendix G for a description of the scale used for each criterion to rank each health issue and driver.

Analysis of Survey Scores

The responses to the 31 completed surveys were compiled and analyzed using Microsoft Excel. As described above, averages were computed for each criterion. The overall average was calculated by adding the total across 3 of the criteria severity (total possible score equals 4), change over time (total possible equals 4), and resources (total possible equals 4) for each survey (with a total possible score of 12). The total scores were divided by the total number of surveys for which data was provided, resulting in an overall average per health need.

Prioritized Community Health Needs and Drivers

Table 1 and 2 include the prioritized health needs and drivers of health in prioritized order using the overall rating. Further details are included in Appendix H—Health Need Profiles.

Table 1. Prioritized Health Needs

	Severe Impact on the Community	Gotten Worse Over Time	Shortage of Resources in the Community	Community Readiness to Address/ Support		Overall Rating
1. Mental Health	3.0	2.8	2.7	2.4		8.8
2. Oral health	3.0	3.0	2.9	2.6		8.6
3. Substance Abuse	3.2	3.0	2.7	2.7		8.2
4. Diabetes	3.2	2.9	2.2	2.8		8.1
5. Obesity/Overweight	3.2	2.9	2.3	2.7		8.1
6. Alzheimer's Disease	3.0	3.0	2.7	2.6		7.9
7. Cardiovascular Disease	3.0	2.7	2.2	2.6		7.9
8. Alcoholism	3.1	2.8	2.8	2.8		7.8
9. Sexually Transmitted Diseases	2.8	2.6	2.3	2.4		7.6
10. Allergies	2.8	3.1	2.6	2.5		7.5
11. Asthma	2.9	2.9	2.3	2.5		7.4
12. Hypertension	3.0	2.6	2.2	2.7		7.4
13. Vision	2.8	2.9	3.0	2.7		7.4
14. Cholesterol	2.6	2.5	2.3	2.8		7.2
15. Cancer, general	3.0	2.3	2.0	2.7		7.0
16. Colorectal Cancer	2.8	2.3	2.2	2.8		7.0
17. Arthritis	2.6	2.4	2.4	2.5		6.8
18. Breast Cancer	2.7	2.1	2.3	2.9		6.8
19. HIV/AIDS	2.7	2.1	2.0	2.4		6.0

Note: Health needs are in prioritized ranking order.

Table 2. Prioritized Drivers of Health

	Severe Impact on the Community	Gotten Worse Over Time	Shortage of Resources in the Community	Community Readiness to Address/ Support		Overall Rating
1. Poverty (including unemployment)	3.4	3.3	2.9	2.5		11.7
2. Housing	3.4	3.3	3.0	2.7		9.0
3. Specialty Care Access	3.3	2.8	2.9	2.5		8.8
4. Homelessness	3.4	2.9	2.7	2.3		8.5
5. Disease Management	2.9	2.7	2.5	2.6		8.2
6. Health Care Access	3.2	2.5	2.6	2.8		8.2
7. Cultural Barriers	3.2	2.7	2.8	2.8		8.1
8. Immigrant Status	3.2	2.7	2.7	2.8		8.1
9. Social Barriers (i.e. family issues)	3.2	2.9	2.6	2.6		8.1
10. Alcohol and Substance Abuse	3.3	2.7	2.7	2.8		8.0
11. Community Violence	3.0	2.5	2.6	2.9		7.9
12. Coordinated Healthcare	3.0	2.3	2.6	2.6		7.7
13. Transportation	2.9	2.4	2.5	2.4		7.7
14. Healthy Eating	3.1	2.6	2.4	2.6		7.6
15. Physical Activity	3.0	2.7	2.4	2.6		7.6
16. Preventative Care Services	2.9	2.5	2.4	2.6		7.5
17. Health Education and Awareness	3.0	2.4	2.4	2.7		7.3

Note: Drivers of health are in prioritized ranking order.

VI. Community Health Profile

Service Area Definition

The St. Vincent Medical Center (SVMC) primary service area population includes 21 ZIP Codes, nine cities or communities, and two Service Planning Areas (SPAs) within Los Angeles County. Table 3 shows a breakdown of the SVMC service area by city or community, ZIP Code, and SPA.

Table 3. St. Vincent Medical Center (SVMC) Primary Service Area

City/Community	Primary ZIP Code	Service Planning Area
Crenshaw	90004	4 – Metro
Echo Park	90005	6 – South
Hollywood	90006	
Northeast Los Angeles	90007	
Pico-Union	90008	
South Central	90010	
West Hollywood	90011	
Westlake	90016	
Wilshire	90017	
	90018	
	90019	
	90020	
	90026	
	90027	
	90028	
	90029	
	90031	
	90037	
	90044	
	90046	
	90057	

Demographic Overview

A description of the SVMC primary service area population is provided in the following data tables and narrative. Depending upon the availability of data for each indicator, SVMC information is presented by ZIP Code, or SPA (portions of SPAs 4 and 6 are serviced by SVMC).

Estimated Current Year Population

In 2013, the total population within the SVMC primary service area was 1,044,500, making up 10.5% of the population of Los Angeles County. This represents an increase of 7.0% between 2010 and 2013 in the SVMC primary service area. The largest population increase occurred in ZIP Code 90006 (50.5%) and 90004 (49.3%), and the only decrease occurred in ZIP Code 90007 (-0.4%).

Table 4. Estimated Current-Year Population

ZIP Code	2010 Population	2013 Estimated Population	Percent Change
90004	30,994	61,172	49.3%
90005	38,292	38,398	0.3%
90006	29,575	59,804	50.5%
90007	42,780	42,613	-0.4%
90008	31,065	31,412	1.1%
90010	4,763	4,844	1.7%
90011	103,531	105,370	1.8%
90016	48,144	48,755	1.3%
90017	24,596	25,986	5.3%
90018	51,279	51,994	5.3%
90019	65,008	65,498	0.7%
90020	37,834	38,287	1.2%
90026	67,133	67,763	0.9%
90027	45,657	45,710	0.1%
90028	29,307	30,225	3.0%
90029	38,595	38,638	3.0%
90031	39,677	40,560	2.2%
90037	62,240	63,517	2.0%
90044	89,506	91,161	1.8%
90046	48,166	48,609	0.9%
90057	43,553	44,184	1.4%
SVMC Primary Service Area	971,695	1,044,500	7.0%
Los Angeles County	9,818,605	9,969,384	1.5%

Data source: Nielsen Claritas
Data year: 2013
Source geography: ZIP Code

Projected Five-Year Population

By 2018, the population is expected to increase in the SVMC primary service area by about 2.5%, similar to the projected increase in Los Angeles County (2.9%) and continuing the growth trends observed over the past few years.

Table 5. Projected Five-Year Population

	2013 Estimated Population	2018 Projected Population	Percent Change
SVMC Primary Service Area	1,044,500	1,071,748	2.5%
Los Angeles County	9,969,384	10,271,386	2.9%

Data source: Nielsen Claritas
Data year: 2013
Source geography: ZIP Code

Race/Ethnicity

In 2013, most of the population in the SVMC primary service area was Hispanic (56.2%, n=586,786) or White or Caucasian (15.1%, n=157,657), a larger percentage when compared to the percent of Hispanics in Los Angeles County (48.5%) and lower than the percent of Whites or Caucasians in Los Angeles

County (27.1%). The third largest population in the SVMC primary service area was Black or African American (13.5%, n=140,835), more than in Los Angeles County (8.0%). The percentage of Asians in the SVMC primary service area and Los Angeles County were similar (13.3% and 13.9%, respectively).

Figure 2. Race/Ethnicity

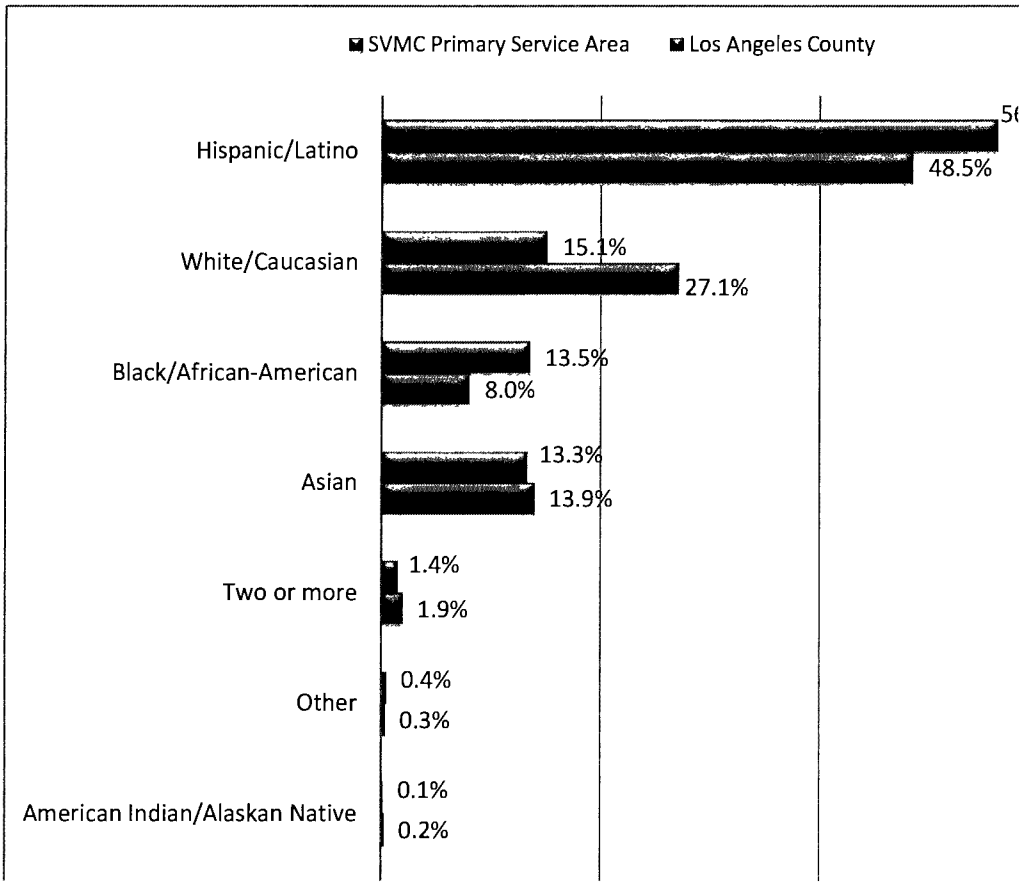


Table 6. Race/Ethnicity

	SVMC Primary Service Area		Los Angeles County	
	Number	**Percentage**	**Number**	**Percentage**
Hispanic/Latino	586,786	56.2%	4,830,835	48.5%
White/Caucasian	157,657	15.1%	2,703,183	27.1%
Black/African-American	140,835	13.5%	796,783	8.0%
Asian	138,689	13.3%	1,382,777	13.9%
Two or more	14,330	1.4%	189,147	1.9%
Other	4,017	0.4%	26,994	0.3%
American Indian/Alaskan Native	1,519	0.1%	17,276	0.2%
Native Hawaiian/Pacific Islander	687	0.1%	22,389	0.2%
Total population	1,044,520	100.0%	9,969,384	100.0%

Data source: Nielsen Claritas

	SVMC Primary Service Area		Los Angeles County	
	Number	Percentage	Number	Percentage

Data year: 2013
Source geography: ZIP Code

Foreign-Born Residents and United States Citizen Status

In 2011, half of the residents in Los Angeles County were born outside of the United States and had not become U.S. Citizens (54.5%) similar to the percentage in California (54.4%).

Table 7. Citizenship Status

	Los Angeles County		California	
	Number	Percentage	Number	Percentage
Naturalized U.S. Citizen	1,585,612	45.5%	4,580,888	45.5%
Not a U.S. Citizen	1,896,119	54.5%	5,461,686	54.4%

Data source: American Community Survey
Data year: 2011
Source geography: County

Language Spoken in the Home

In 2013, over half of the population in the SVMC primary service area spoke Spanish (53.4%) in the home; far more than in Los Angeles County (39.7%). Another third of the population in the SVMC primary service area spoke only English (30.1%) in the home, a smaller percentage than in Los Angeles County (42.5%). Another 11.3% spoke an Asian/Pacific Island language, a slightly smaller percentage than in Los Angeles County (10.9%). Slightly less spoke an Indo-European language (including Armenian, Farsi, etc.) in the SVMC primary service area (4.3%) than in Los Angeles County (5.3%).

Table 8. Language Spoken at Home

	English Only	Asian/Pacific Islander	Indo-European*	Spanish	Other
SVMC Primary Service Area	30.1%	11.3%	4.3%	53.4%	0.9%
Los Angeles County	42.9%	10.9%	5.3%	39.7%	1.1%

Data source: Nielsen Claritas
Data year: 2013
Source geography: ZIP Code
*Indo-European languages Includes languages like Armenian, Arabic, Farsi, etc.

Age Distribution

Nearly half the population in the SVMC primary service area were between the ages of 25 and 54 (46.3%), similar to Los Angeles County (43.0%). Nearly a quarter (23.1%) were under the age of 18, which is slightly lower when compared to Los Angeles County (23.8%). Another 9.6% were 65 years old or older, slightly less when compared to Los Angeles County (11.6%).

Table 9. Age Distribution

	0–4	5–9	10–15	15-17	18-20	21-24	25-34	35-44	45-54	55-64	65-74	75-84	85 and over
SVMC Primary ervice Area	6.9%	6.3%	6.1%	3.8%	4.6%	6.8%	18.0%	15.4%	12.9%	9.5%	5.4%	2.9%	1.3%

Los Angeles County	6.6%	6.4%	6.6%	4.2%	4.5%	6.0%	14.9%	14.3%	13.9%	11.1%	6.5%	3.5%	1.6%

Data source: Nielsen Claritas
Data year: 2013
Source geography: ZIP Code

On average, residents in the SVMC primary service area were in their mid-thirties, 35.4 years old, slightly younger than in Los Angeles County (36.8 years old).

Table 10. Average Age (in years)

	Average Age
SVMC Primary Service Area	35.4
Los Angeles County	36.8

Data source: Nielsen Claritas
Data year: 2013
Source geography: ZIP Code

Marital Status

Half of the adult population in the SVMC primary service area has never been married (50.8%); higher when compared to Los Angeles County (40.6%). Over a quarter (28.0%) of the population in the SVMC primary service area was married with a spouse living in the home, a smaller percentage when compared to Los Angeles County (39.2%). Nearly ten percent (9.0%) of the population in the SVMC primary service area was married with a spouse not living in the home, higher when compared to Los Angeles County (6.8%). A smaller percentage of the SVMC primary service area were divorced (7.5%) when compared to Los Angeles County (8.5%) and another 4.7% were widowed, a slightly higher percentage than in Los Angeles County (4.0%). Please refer to Table 11 for more information.

Table 11. Marital Status

	Never Married	Married, Spouse Present	Married, Spouse Absent	Widowed	Divorced
SVMC Primary Service Area	50.8%	28.0%	9.0%	4.7%	7.5%
Los Angeles County	40.6%	39.2%	6.8%	4.0%	8.5%

Data source: Nielsen Claritas
Data year: 2013
Source geography: ZIP Code

Education Levels

Overall, over a third (35.5%) of the population in the SVMC primary service area did not have a formal education—did not graduate from high school or had less than a ninth-grade education— more than in Los Angeles County (24.2%). In SVMC's primary service area, a fifth (20.4%) of the population graduated from high school, similar to Los Angeles County (20.4%). Another 15.9% attended college but did not graduate; lower than in Los Angeles County (19.5%). Over a quarter graduated from college in the SVMC primary service area (28.1%), also lower when compared to Los Angeles County (36.0%). Of those who graduated from college in the SVMC primary service area, most received a Bachelor's degree (16.6%).

Table 12. Educational Attainment

	Less	Some	High	Some	Associate	Bachelor's	Master's

	than Ninth Grade	High School, No Diploma	School Graduate or GED	College, No Degree	Degree	Degree	Degree or Higher
SVMC Primary Service Area	22.3%	13.2%	20.4%	15.9%	4.9%	16.6%	6.6%
Los Angeles County	14.2%	10.0%	20.4%	19.5%	6.7%	19.0%	10.2%

Data source: Nielsen Claritas
Data year: 2013
Source geography: ZIP Code

Household Description

In 2013, there were a total of 365,433 households in the SVMC primary service area—an increase of about 1.7% since 2010, making up about 11.1% of the households in Los Angeles County. By 2018, the number of households in the SVMC primary service area is expected to increase by about 3.0%.

In the SVMC primary service area, the average household size was 2.8 persons per household, which is slightly lower than in Los Angeles County (3.0 persons). Similarly, the median household income in the SVMC primary service area was 38.2% less ($33,301) than in Los Angeles County ($53,880).

Table 13. Household Descriptions

	2010 Household Count	2013 Estimate Count	2018 Projected Count	Median Household Income	Average Household Size
SVMC Primary Service Area	359,297	365,433	376,704	$33,301	2.8
Los Angeles County	3,241,204	3,293,054	3,398,794	$53,880	3.0

Data source: Nielsen Claritas
Data year: 2013
Source geography: ZIP Code

In the SVMC primary service area, over three quarters (79.5%) of the population rented their homes, a much higher percentage than in Los Angeles County (52.5%). A much smaller percentage of people in the SVMC primary service owned their homes (20.5%) than in Los Angeles County (47.5%).

Table 14. Housing

	Owner-Occupied	Renter-Occupied
SVMC Primary Service Area	20.5%	79.5%
Los Angeles County	47.5%	52.5%

Data source: Nielsen Claritas
Data year: 2013
Source geography: ZIP Code

Household Income

In the SVMC primary service area, the median household income was $33,301, much lower (about 61.8% lower) than the median household income in Los Angeles County ($53,880). Similarly, the average household income in the SVMC primary service area ($51,461) was much lower (about 65.5% lower) than the Los Angeles County average ($78,598).

Table 15. Average and Median Household Income

	Median Household Income	Average Household Income
SVMC Primary Service Area	$33,301	$51,461
Los Angeles County	$53,880	$78,598

Data source: Nielsen Claritas
Data year: 2013
Source geography: ZIP Code

Households By Income Group

Household income levels in the SVMC primary service area were mostly: below $15,000 (22.4%), $15,000 to $24,999 (16.5%), or $35,000 to $49,999 (14.9%) which was lower than in Los Angeles County, where most households had incomes between $50,000 and $74,999 (17.4%).

Table 16. Household Income

	SVMC Primary Service Area		Los Angeles County	
Income level	Number	Percentage	Number	Percentage
Below $15,000	81,772	22.4%	425,849	12.9%
$15,000–$24,999	60,427	16.5%	364,739	11.1%
$25,000–$34,999	48,812	13.4%	324,347	9.9%
$35,000–$49,999	54,425	14.9%	442,540	13.4%
$50,000–$74,999	53,623	14.7%	573,773	17.4%
$75,000–$99,999	26,994	7.4%	386,894	11.8%
$100,000–$124,999	14,910	4.1%	265,460	8.1%
$125,000–$149,999	7,802	2.1%	153,985	4.7%
$150,000–$199,999	8,093	2.2%	175,808	5.3%
$200,000–$249,999	2,596	0.7%	57,043	1.7%
$250,000–$499,999	3,955	1.1%	84,938	2.6%
Above $500,000	2,024	0.6%	37,678	1.1%
Total	365,433	100.0%	3,293,054	100.0%

Data source: Nielsen Claritas
Data year: 2013
Source geography: ZIP Code

Employment Status

In 2013, over half the population in the SVMC primary service area was employed (57.8%), the same as in Los Angeles County (57.8%). Additionally, the unemployment rate was higher in the SVMC primary service area than in Los Angeles County (8.9% and 7.4%, respectively). Another third (33.3%) of the population in the SVMC primary service area was not in the labor force because they were students, retired, seasonal workers, or taking care of their homes and families (homemakers).

Table 17. Employment Status

	In Armed Forces	Employed	Unemployed	Not in Labor Force
SVMC Primary Service Area	0.1%	57.8%	8.9%	33.3%

	In Armed Forces	Employed	Unemployed	Not in Labor Force
Los Angeles County	0.1%	57.8%	7.4%	34.8%

Data source: Nielsen Claritas
Data year: 2013
Source geography: ZIP Code

Federal Poverty Level

In 2013, a somewhat higher percentage of families in the SVMC primary service area lived below the poverty level (16.5%) when compared to Los Angeles County (13.5%). Also, a higher percentage of families with children in the SVMC primary service area lived below the poverty level (13.4%) than in Los Angeles County (10.7%).

In the SVMC primary service area, less than half of families (46.8%) lived at or above the poverty level, which is nearly half the percentage of families living at or above the poverty level in Los Angeles County (86.5%). Similarly, only a quarter of families with children (23.4%) lived at or above the poverty level, which is half the percentage of those in Los Angeles County (44.4%).

Table 18. Poverty

ZIP Code	Families Below Poverty	Families Below Poverty with Children	Families at or Above Poverty	Families at or Above with Children
SVMC Primary Service Area	16.5%	13.4%	46.8%	23.4%
Los Angeles County	13.5%	10.7%	86.5%	44.4%

Data source: Nielsen Claritas
Data year: 2013
Source geography: ZIP Code

Students Receiving Free or Reduced-Price Meals

In 2011, the percentage of children eligible for a free or reduced-price lunch in school in the SVMC primary service area was much higher (87.4%) when compared to Los Angeles County (61.8%). SPA 6 had a larger percentage of children eligible for a free or reduced-price lunch in school (91.0%).

Table 19. Children Eligible for Free or Reduced-Price Lunch

	Percentage
Service Planning Area 4	83.8%
Service Planning Area 6	91.0%
SVMC Primary Service Area	87.4% (avg.)
Los Angeles County	61.8%

Data source: California Department of Education (CDE)
Data year: 2011
Source geography: SPA

Medi-Cal Beneficiaries

Medi-Cal, California's Medicaid program, is a public health insurance program that provides health care services at no or low cost to low-income individuals, including families and children, seniors, persons with disabilities, foster care children, and pregnant women. The federal government dictates a mandatory set of basic services, which include but are not limited to physician, family nurse practitioner, nurs-

ing facility, hospital inpatient and outpatient, laboratory and radiology, family planning, and early and periodic screening, diagnosis, and treatment for children. In addition to these mandatory services, California provides optional benefits such as outpatient drugs, home- and community-based waiver services, and medical equipment, etc.[2].

In the SVMC primary service area, there were 381,429 Medi-Cal beneficiaries who made up 15.6% of the total Medi-Cal beneficiaries in Los Angeles County. Within the SVMC primary service area, the largest percentage of Medi-Cal beneficiaries lived in ZIP Codes 90011 (15.1%) and 90044 (12.5%).

Table 20. Medi-Cal Beneficiaries

ZIP Code	Number	Percentage
90004	17,095	4.5%
90005	12,581	3.3%
90006	24,706	6.5%
90007	15,860	4.2%
90008	10,034	2.6%
90010	538	0.1%
90011	57,546	15.1%
90016	15,661	4.1%
90017	10,054	2.6%
90018	18,623	4.9%
90019	17,890	4.7%
90020	9,351	2.5%
90026	18,416	4.8%
90027	9,197	2.4%
90028	6,812	1.8%
90029	14,108	3.7%
90031	15,457	4.1%
90037	33,668	8.8%
90044	47,510	12.5%
90046	5,367	1.4%
90057	20,955	5.5%
SVMC Primary Service Area	381,429	100.0%
Los Angeles County	2,444,850	

Data source: California Department of Health Care Services (DHCS)
Data year: 2011
Source geography: ZIP Code

Healthy Families Beneficiaries

The Healthy Families Program offers low-cost insurance that provides health, dental, and vision coverage to children who do not have insurance or who do not qualify for no-cost Medi-Cal[3]. However, as of

[2] State of California Department of Health Care Services (2012). Medi-Cal's Coordinated Care Initiative Population Combined Medicare & Medi-Cal Cost, Utilization, and Disease Burden, Sacramento, CA. Available at http://www.dhcs.ca.gov/dataandstats/statistics/Documents/Dual%20Data%20Sets%20Medicare.pdf. Accessed [July 16, 2013].
[3] State of California Healthy Families Program (2008). About the Healthy Families Program. Sacramento, CA. Available at http://www.healthyfamilies.ca.gov/About/. Accessed [July 10, 2013].

January 1, 2013, no new enrollments of children into the Healthy Families Program were allowed and existing enrollees are being transitioned into the Medi-Cal program due to a change in state law[4].

As of December 2012, there were 572 new enrollments into the Healthy Families program in the SVMC primary service area. On average, 4.8% of children in the SVMC primary service area were enrolled in Healthy Families that year and most enrollees lived in ZIP Codes 90010 (7.2%).

Table 21. Healthy Families Enrollment

ZIP Code	Number	Percentage
90004	30	5.2%
90005	25	4.4%
90006	25	4.4%
90007	21	3.7%
90008	19	3.3%
90010	41	7.2%
90011	28	4.9%
90016	38	6.6%
90017	11	1.9%
90018	31	5.4%
90019	29	5.1%
90020	38	6.6%
90026	26	4.5%
90027	28	4.9%
90028	19	3.3%
90029	27	4.7%
90031	36	6.3%
90037	27	4.7%
90044	25	4.4%
90046	27	4.7%
90057	21	3.7%
SVMC Primary Service Area	572	100.0%
Los Angeles County	215,543	

Data source: Managed Risk Medical Insurance Board
Data year: 2012
Source geography: ZIP Code

Medicare Beneficiaries

Medicare is a federal program administered by the Centers for Medicare and Medicaid Services (CMS). Medicare provides health insurance for people age 65 and older, those under age 65 with certain disabilities such as ALS (amyotrophic lateral sclerosis, or Lou Gehrig's disease), and people of any age with End-Stage Renal Disease (permanent kidney failure requiring dialysis or a kidney transplant)[5].

[4] State of California Healthy Families Program (2008). About the Healthy Families Program. Sacramento, CA. Available at http://www.healthyfamilies.ca.gov/About/. Accessed [July 10, 2013].
[5] State of California Department of Health Care Services (2012). Medi-Cal's Coordinated Care Initiative Population Combined Medicare & Medi-Cal Cost, Utilization, and Disease Burden, Sacramento, CA. Available at http://www.dhcs.ca.gov/dataandstats/statistics/Documents/Dual%20Data%20Sets%20Medicare.pdf. Accessed [July 16, 2013].

The Medicare program provides insurance through various parts, such as Parts A, B, C, and D. Medicare Part A provides insurance for inpatient hospital, skilled nursing facility, and home health services. Medicare Part B, which is an optional insurance program, provides coverage for physician services, outpatient hospital services, durable medical equipment, and certain home health services. Medicare Part C, which is commonly referred to as Medicare Advantage, offers health plan options that are provided by Medicare-approved private insurance companies (e.g., HMOs, PPOs). Medicare Part D represents optional insurance coverage for prescription drugs. Medicare Advantage Plans provide the benefits and services covered under Parts A and B and often provide Medicare Part D prescription drug coverage[6].

In 2011, just under a third (30.7%) of the population 65 years older in the SVMC primary service area was enrolled in Medicare, slightly lower than in Los Angeles County (36.9%). SPA 4 had a larger percentage (33.6%) of people enrolled in Medicare when compared to the SVMC primary service area average, but lower than Los Angeles County (36.9%).

Table 22. Medicare Beneficiaries

	Percentage
Service Planning Area 4	33.6%
Service Planning Area 6	27.8%
SVMC Primary Service Area	30.7% (avg.)
Los Angeles	36.9%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

Access to Healthcare

Access to health care impacts overall physical, social, and mental health status, the prevention of disease and disability, the detection and treatment of health conditions, quality of life, preventable death, and life expectancy[7]. In order to access health care services, one must be able to navigate the health care system, access a health care facility where services are provided, and find a health care provider with whom the patient can communicate and trust[8].

Federally Qualified Health Centers

Federally Qualified Health Centers (FQHCs) are community-based and patient-directed organizations that serve populations with limited access to health care. They consist of public and private nonprofit health care organizations that meet certain criteria under the Medicare and Medicaid programs and receive funds under the Health Center Program (Section 330 of the Public Health Service Act).

In 2012, half of the FQHCs were located in Los Angeles County (n=183) were located in the SVMC primary service area (n=92). Seventy of those are in SPA 4 and the other 22 are in SPA 6.

[6] State of California Department of Health Care Services (2012). Medi-Cal's Coordinated Care Initiative Population Combined Medicare & Medi-Cal Cost, Utilization, and Disease Burden, Sacramento, CA. Available at http://www.dhcs.ca.gov/dataandstats/statistics/Documents/Dual%20Data%20Sets%20Medicare.pdf. Accessed [July 16, 2013].

[7] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=1. Accessed [July, 18, 2013].

[8] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=1. Accessed [July, 18, 2013].

Table 23. Federally Qualified Health Centers

	Number
Service Planning Area 4	70
Service Planning Area 6	22
SVMC Primary Service Area	92
Los Angeles County	183

Data source: U.S. Department of Health and Human Services Health Resources and Services Administration (HRSA)
Data year: 2012
Source geography: SPA

Uninsured Adults

In 2011, close to a quarter (23.2%) of the SVMC primary service area population was uninsured, a higher percentage when compared to Los Angeles County (17.4%) and the Healthy People 2020 goal of 0.0%. SPA 4 (23.4%) had a slightly higher percentage of its population who were uninsured.

Table 24. Uninsured Population

	Percentage
Service Planning Area 4	23.4%
Service Planning Area 6	23.0%
SVMC Primary Service Area	23.2% (avg.)
Los Angeles County	17.4%
Healthy People 2020	0.0%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

Uninsured Children

In 2011, a larger percentage (7.6%) of children in the SVMC primary service area did not have health insurance (or were uninsured) when compared to Los Angeles County (5.0%), and the service area did not meet the goal of Healthy People 2020 (0.0%). Specifically, SPA 6 had a higher percentage (8.6%) of children without health insurance (or who were uninsured) than the overall SVMC primary service area (7.6%) and Los Angeles County (5.0%).

Table 25. Uninsured Children

	Percentage
Service Planning Area 4	6.6%
Service Planning Area 6	8.6%
SVMC Primary Service Area	7.6% (avg.)
Los Angeles County	5.0%
Healthy People 2020	0.0%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

Difficulty Accessing Care

In 2011, the percentage of adults who lacked a consistent source of primary care was slightly greater (24.7%) in the SVMC primary service area than in Los Angeles County (20.9%). Specifically, SPA 6 (26.5%)

had greater percentages of those who lacked a consistent source of primary care when compared to the overall SVMC primary service area (24.7%) and Los Angeles County (20.9%).

Table 26. Lack of a Consistent Source of Primary Care for Adults

	Percentage
Service Planning Area 4	22.8%
Service Planning Area 6	26.5%
SVMC Primary Service Area	24.7% (avg.)
Los Angeles County	20.9%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

In addition, a much larger percentage of adults (41.3%) in the SVMC primary service area had difficulty accessing medical care when compared to Los Angeles County (31.7%). Specifically, a greater percentage of adults in SPA 6 (44.6%) had difficulty accessing medical care when compared to the overall SVMC primary service area (41.3%) and Los Angeles County (31.7%).

Table 27. Difficulty Accessing Medical Care for Adults

	Percentage
Service Planning Area 4	38.0%
Service Planning Area 6	44.6%
SVMC Primary Service Area	41.3% (avg.)
Los Angeles County	31.7%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

A larger percentage (14.9%) of children between the ages of 0 and 17 in the SVMC primary service area had difficulty accessing medical care when compared to Los Angeles County (12.3%). An even larger percentage of children in SPA 6 (17.7%) had a difficult time accessing medical care than those in the overall SVMC primary service area (14.9%) and Los Angeles County (12.3%).

Table 28, Difficulty Accessing Medical Care for Children between the Ages of 0 and 17

	Percentage
Service Planning Area 4	12.1%
Service Planning Area 6	17.7%
SVMC Primary Service Area	14.9% (avg.)
Los Angeles County	12.3%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

In 2011, a much smaller percentage (38.0%) of adults in the SVMC primary service area had dental coverage when compared to Los Angeles County (48.2%) and, specifically, a smaller percentage of adults in SPA 6 (37.1%).

Table 29. Dental Insurance Coverage for Adults

	Percentage
Service Planning Area 4	38.9%
Service Planning Area 6	37.1%
SVMC Primary Service Area	38.0%
Los Angeles County	48.2%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

Dentist to Population Ratio

As of May 2013, there were a total of 8,417 dentists in Los Angeles County, making up over a quarter (26.7%) of dentists in California.

In order for an area to be determined a Dental Health Professional Shortage Area, the area must have a population-to-dentist ratio of at least 5,000:1.[9] Los Angeles County does not meet the criteria, with a ratio of 1,184:1.

Table 30. Dentist Availability

	Number	Population-to-Dentist Ratio
Los Angeles County	8,417	1,184:1
California	31,559	

Data source: Office of Statewide Health and Planning and Development (OSHPD)
Data year: 2013
Source geography: County

Natality

Births

In 2011, there was a total of 14,901 births in the SVMC primary service area, making up 11.5% of the births in Los Angeles County (n=129,087). Most births in SVMC's primary service area occurred in ZIP Codes 90011 (n=2,269) and 90044 (n=1,698).

Table 31. Births

ZIP Code	Number	Percentage
90004	810	5.4%
90005	496	3.3%
90006	931	6.2%
90007	390	2.6%
90008	389	2.6%
90010	23	0.2%
90011	2,269	15.2%
90016	671	4.5%
90017	362	2.4%

[9] United States Department of Health and Human Services (n.d.). Dental HPSA Designation Overview. Rockville, MD. Available at http://bhpr.hrsa.gov/shortage/hpsas/designationcriteria/dentalhpsaoverview.html. Accessed [July 10, 2013].

ZIP Code	Number	Percentage
90018	719	4.8%
90019	850	5.7%
90020	514	3.4%
90026	826	5.5%
90027	392	2.6%
90028	242	1.6%
90029	455	3.1%
90031	534	3.6%
90037	1,220	8.2%
90044	1,698	11.4%
90046	328	2.2%
90057	782	5.2%
SVMC Primary Service Area	14,901	100.0%
Los Angeles County	129,087	

Data source: California Department of Public Health
Data year: 2011
Source geography: ZIP Code

Births by Mother's Age

In 2010, most births in the SVMC primary service area were to women between the ages of 30 and 34 (39.9%) and those 35 years old or older (33.2%), followed by women 20 to 29 (26.5%) and those under 20 years old (0.4%). The largest percentage of births occurred to mothers between the ages 20 and 29 (45.8%) in Los Angeles County, different from the SVMC primary service area.

Table 32. Births by Mother's Age

Age Group	SVMC Primary Service Area		Los Angeles County	
	Number	Percentage	Number	Percentage
Under 20 years old	1,563	10.9%	10,533	8.0%
20–29 years old	7,219	49.1%	59,349	45.2%
30–34 years old	3,486	23.4%	53,622	26.3%
35 years old and older	2,632	16.7%	26,912	20.5%
Total	524	100.0%	131,419	100.0%

Data source: California Department of Public Health
Data year: 2010
Source geography: ZIP Code

Births by Mother's Ethnicity

By ethnicity, most births in the SVMC primary service area in 2010 were to White or Caucasian mothers (56.3%), followed by mothers who are Asian/Pacific Islander (29.8%). Different trends were noted in Los Angeles County where most births occurred to Hispanic mothers (61.4%).

Table 33. Births by Mother's Ethnicity

Ethnicity	SVMC Primary Service Area		Los Angeles County	
	Number	Percentage	Number	Percentage
Hispanic	10,585	6.5%	81,372	61.1%
African-American	1,516	2.5%	10,237	7.7%
Two or More Races	153	2.3%	1,777	1.3%

Ethnicity	SVMC Primary Service Area		Los Angeles County	
	Number	Percentage	Number	Percentage
White/Caucasian	10,585	56.3%	22,887	17.2%
Other Race	106	2.5%	1,155	0.8%
Asian/Pacific Islander	1,216	29.8%	15,562	11.7%
Native American or Alaskan Native	14	0.2%	170	0.1%
Total	524	100.0%	133,160	100.0%

Data source: California Department of Public Health
Data year: 2010
Source geography: ZIP Code

Birth Weight

In 2011, 931 babies in the SVMC primary service area were born with low birth weight and another 197 with very low birth weight. The largest percentage of babies born with low birth weight were in ZIP Codes 90011 (16.6%) and 90044 (14.0%). Similarly, ZIP Codes 90044 (15.3%) and 90011 (9.5%) experienced the greatest percentages of babies born with very low birth weight.

Table 34. Birth Weight

ZIP Code	Low Birth Weight		Very Low Birth Weight	
	Number	Percentage	Number	Percentage
90004	45	4.8%	9	4.6%
90005	28	3.0%	11	5.6%
90006	51	5.5%	10	5.1%
90007	15	1.6%	3	1.5%
90008	28	3.0%	12	6.1%
90010	1	0.1%	0	0.0%
90011	148	15.9%	18	9.1%
90016	44	4.7%	13	6.6%
90017	28	3.0%	1	0.5%
90018	55	5.9%	13	6.6%
90019	52	5.6%	8	4.1%
90020	26	2.8%	11	5.6%
90026	48	5.2%	14	7.1%
90027	26	2.8%	4	2.0%
90028	18	1.9%	4	2.0%
90029	22	2.4%	2	1.0%
90031	25	2.7%	8	4.1%
90037	84	9.0%	17	8.6%
90044	125	13.4%	29	14.7%
90046	21	2.3%	3	1.5%
90057	41	4.4%	7	3.6%
SVMC Primary Service Area	931	100.0%	197	100.0%

Data source: California Department of Public Health
Data year: 2011
Source geography: ZIP Code

Breastfeeding

Breastfeeding is an important element in the development of newborns. In 2011, nearly half (48.2%) of mothers breastfed their babies for at least six months in the SVMC primary service area, more than in Los Angeles County (44.9%) but fewer than the Healthy People 2020 goal of >=60.6%. Over half (52.5%) of women in SPA 4 breastfed their babies for at least six months—a larger percentage than in Los Angeles County (44.9%) but less than the Healthy People 2020 goal.

Table 35. Breastfeeding at Least Six Months

	Percentage
Service Planning Area 4	52.5%
Service Planning Area 6	43.8%
SVMC Primary Service Area	48.2%
Los Angeles County	44.9%
Healthy People 2020	>=60.6%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

Similarly, a third (30.5%) of mothers in the SVMC primary service area breastfed their babies for at least twelve months, a larger percentage than in Los Angeles County (19.9%) but lower than the Healthy People 2020 goal (>=34.1%). A larger percentage (41.0%) of mothers in SPA 4, however, breastfed their babies at least twelve months—more than in Los Angeles County (19.9%), and exceeding the Healthy People 2020 goal (>=34.1%).

Table 36. Breastfeeding at Least Twelve Months

	Percentage
Service Planning Area 4	41.0%
Service Planning Area 6	20.0%
SVMC Primary Service Area	30.5%
Los Angeles County	19.9%
Healthy People 2020	>=34.1%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

Mortality

Deaths

In 2010, the 5,265 deaths in the SVMC primary service area comprised 9.1% of the total deaths in Los Angeles County. In the SVMC primary service area, most deaths occurred in ZIP Code 90044 (9.4%).

Table 37. Total Deaths

ZIP Code	Number	Percentage
90004	261	5.0%
90005	163	3.1%
90006	233	4.4%
90007	120	2.3%

ZIP Code	Number	Percentage
90008	285	5.4%
90010	12	0.2%
90011	321	6.1%
90016	330	6.3%
90017	96	1.8%
90018	359	6.8%
90019	358	6.8%
90020	134	2.5%
90026	292	5.5%
90027	347	6.6%
90028	171	3.2%
90029	225	4.3%
90031	243	4.6%
90037	280	5.3%
90044	473	9.0%
90046	351	6.7%
90057	211	4.0%
SVMC Primary Service Area	5,265	100.0%
Los Angeles County	55,331	

Data source: California Department of Public Health (CDPH)
Data year: 2010
Source geography: ZIP Code

Deaths by Age Group

In 2010, there were a total of 5,265 deaths in the SVMC primary service area. The highest percentage of deaths occurred among those 85 years old and older (27.8%) and those between 75 and 85 years old (22.6%); similar percentages when compared to Los Angeles County (32.2% and 24.4%, respectively). Slightly more deaths occurred among those 65 and 74 years old (15.7%) in the SVMC primary service area when compared to Los Angeles County (15.5%). Similarly, slightly more deaths also occurred among those between 55 and 64 years old (14.8%) in the SVMC primary service area when compared to Los Angeles County (12.6%).

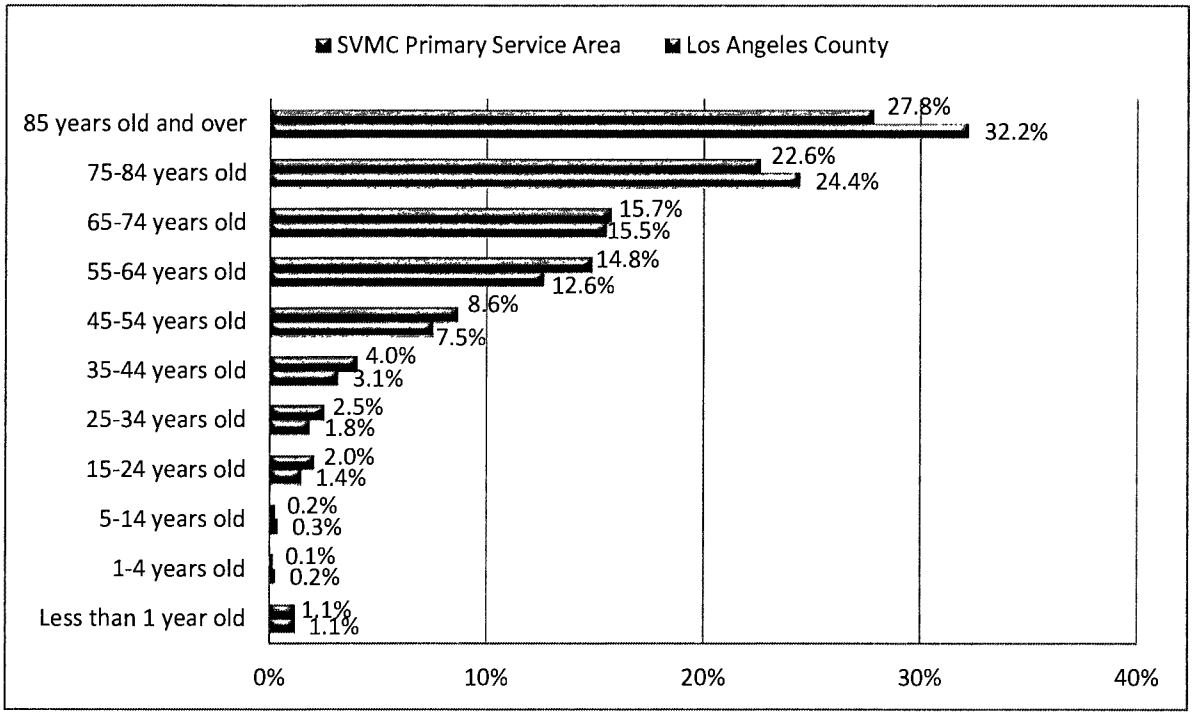
Table 38. Total Deaths, by Age Group

Age Group	SVMC Primary Service Area		Los Angeles County	
	Number	Percentage	Number	Percentage
Less than 1 year old	88	1.7%	613	1.1%
1–4 years old	6	0.1%	105	0.2%
5–14 years old	13	0.2%	159	0.3%
15–24 years old	103	2.0%	771	1.4%
25–34 years old	133	2.5%	1,018	1.8%
35–44 years old	210	4.0%	1,716	3.1%
45–54 years old	452	8.6%	4,123	7.5%
55–64 years old	781	14.8%	6,955	12.6%
65–74 years old	829	15.7%	8,572	15.5%
75–84 years old	1,188	22.6%	13,481	24.4%

Age Group	SVMC Primary Service Area		Los Angeles County	
	Number	Percentage	Number	Percentage
85 years old and over	1,462	27.8%	17,818	32.2%
Total	5,265	100.0%	55,331	100.0%

Data source: California Department of Public Health (CDPH)
Data year: 2010
Source geography: ZIP Code

Figure 3. Total Deaths, by Age Group



Cause of Death

In 2010, the most common cause of death in the SVMC primary service area (28.8%) was heart disease, also the leading cause of death in Los Angeles County (27.9%). The second leading cause of death in the SVMC primary service area (23.6%) was cancer, which was also the second leading of death in Los Angeles County (24.6%). The third leading cause of death in the SVMC primary service area (5.7%) was nephritis, nephrotic syndrome, and nephrosis, which is the tenth leading cause of death in Los Angeles County (1.7%).

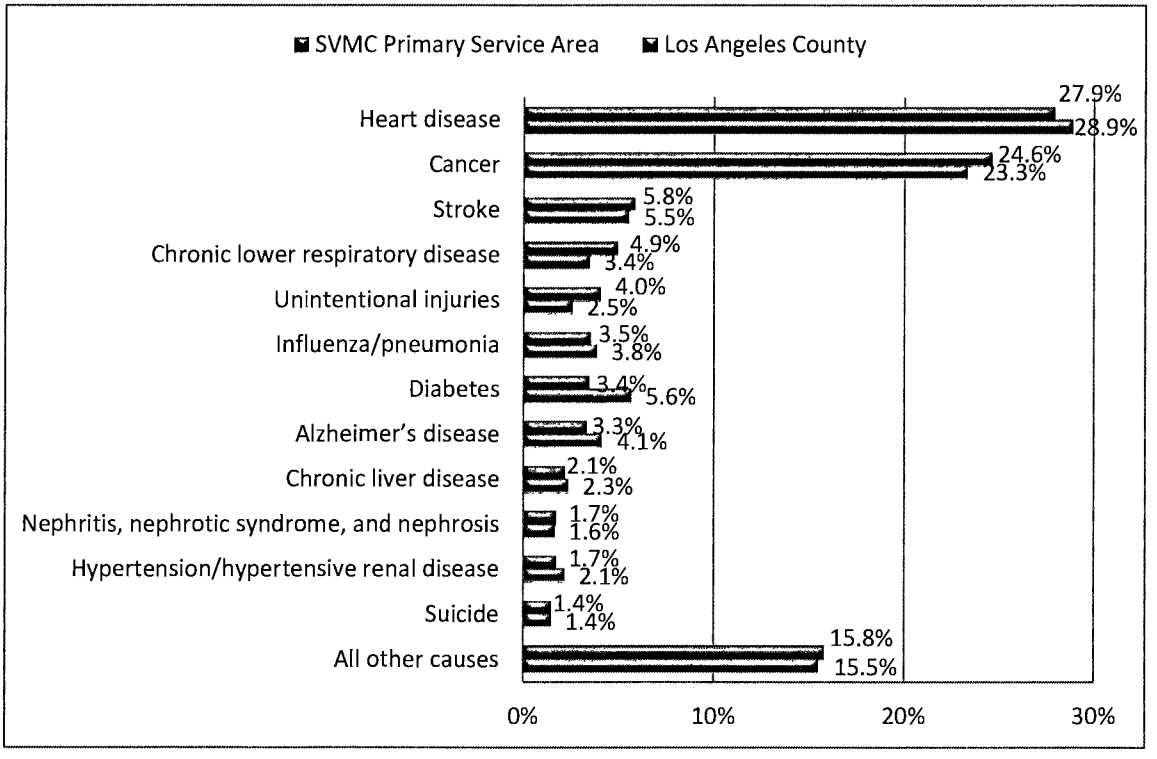
Table 39. Total Deaths, by Cause

Cause	SVMC Primary Service Area		Los Angeles County	
	Number	Percentage	Number	Percentage
Heart disease	1550	28.9%	15,451	27.9%
Cancer	1249	23.3%	13,624	24.6%
Diabetes	301	5.6%	1,866	3.4%
Stroke	296	5.5%	3,231	5.8%
Alzheimer's disease	221	4.1%	1,827	3.3%
Influenza/pneumonia	202	3.8%	1,922	3.5%

Cause	SVMC Primary Service Area		Los Angeles County	
	Number	Percentage	Number	Percentage
Chronic lower respiratory disease	185	3.4%	2,710	4.9%
Unintentional injuries	132	2.5%	2,213	4.0%
Chronic liver disease	122	2.3%	1,144	2.1%
Hypertension/hypertensive renal disease	113	2.1%	919	1.7%
Nephritis, nephrotic syndrome, and nephrosis	85	1.6%	946	1.7%
Suicide	75	1.4%	760	1.4%
All other causes	834	15.5%	8,718	15.8%
Total	5,365	100.0%	55,331	100.0%

Data source: California Department of Public Health (CDPH)
Data year: 2010
Source geography: ZIP Code

Figure 4. Total Deaths, by Cause



VII. Key Findings—Health Outcomes and Drivers

This section presents the key health outcomes and associated drivers of health identified for this needs assessment. For each health need there is an overview of the expert health literature, health outcome data, associated driver of health data (as available), population disparities, and a brief discussion of what stakeholders mentioned during the interviews and focus groups. Please note that the health needs are presented in alphabetical order. Health Needs Profiles were created for each health outcome which present individual health outcomes and their associated drivers in an abbreviated report form. Please refer to Appendix H to find Health Need Profiles for each of the 19 prioritized health outcomes.

1. Alcohol Abuse

Substance abuse has a major impact on individuals, families, and communities. The effects of substance abuse contribute significantly to costly social, physical, mental, and public health problems, including teenage pregnancy, HIV/AIDS, STDs, domestic violence, child abuse, motor vehicle accidents (unintentional injuries), physical fights, crime, homicide, and suicide. Heavy alcohol consumption is an important determinant of future health needs, including cirrhosis, cancers, and untreated mental and behavioral health needs. In addition to considerable health implications, substance abuse has been a major focal point in discussions about social values: people argue over whether substance abuse is a disease with genetic and biological foundations or a matter of personal choice[10].

Alcohol Outlets

The density of alcohol outlets is associated with heavy drinking, drinking and driving, higher rates of motor vehicle-related pedestrian injuries, child abuse and neglect, and other violence[11]. In 2012, the average alcohol outlet rate per 1,000 adults in the SVMC primary service area was 2.2. Even higher rates were reported in ZIP Codes 90010 (11.8) and 90028 (6.4).

Table 40. Alcohol Outlet Rate Per 1,000 Adults

ZIP Code	Rate
90004	1.8
90005	3.3
90006	2.0
90007	1.1
90008	0.6
90010	11.8
90011	0.8
90016	0.7
90017	2.4
90018	0.5
90019	1.2
90020	1.5

[10] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=32. Accessed [February 26, 2013].
[11] Stewart, K. (n.d.). How Alcohol Outlets Affect Neighborhood Violence. Calverton, MD. Available at http://urbanaillinois.us/sites/default/files/attachments/how-alcohol-outlets-affect-nbhd-violence.pdf. Accessed [July 11, 2013).

ZIP Code	Rate
90026	1.8
90027	2.0
90028	6.4
90029	1.8
90031	1.3
90037	0.6
90044	0.5
90046	2.7
90057	1.0
SVMC Primary Service Area	2.2 (avg.)

Data source: California Department of Alcoholic Beverage Control
Data year: 2012
Source geography: ZIP Code

Alcohol Use

In 2011, nearly half (46.6%) of the adult population in the SVMC primary service area consumed alcohol, a slightly lower rate than in Los Angeles County (51.9%). Also, SPA 4 reported a slightly higher percentage (50.6%) than the SVMC primary service area (46.6%).

Table 41. Alcohol Use in the Past Month

	Percentage
Service Planning Area 4	50.6%
Service Planning Area 6	42.6%
SVMC Primary Service Area	46.6% (avg.)
Los Angeles County	51.9%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

A slightly larger percentage (3.6%) of the adult population in the SVMC primary service area reported drinking heavily than in Los Angeles County (3.5%); the percentage was notably higher in SPA 4 (4.6%). A higher percentage (18.1%) of the adult population in the SVMC primary service area also reported binge drinking when compared to Los Angeles County (15.4%); the percentage was notably higher in SPA 4 (19.2%).

Table 42. Level of Alcohol Consumption in the Past Month

	Heavy Drinking	Binge Drinking
Service Planning Area 4	4.6%	19.2%
Service Planning Area 6	2.5%	16.9%
SVMC Primary Service Area	3.6% (avg.)	18.1% (avg.)
Los Angeles County	3.5%	15.4%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

Alcohol and Drug Treatment

In 2011, a slightly larger percentage (2.8%) of the adult population in the SVMC primary service area needed or sought treatment for an alcohol or substance abuse problem in the past five years when compared to Los Angeles County (2.5%). The percentage was even higher in SPA 4 (3.3%).

Table 43. Needed or Wanted Treatment for Alcohol or Drug Issues in the Past Five Years

	Percentage
Service Planning Area 4	3.3%
Service Planning Area 6	2.3%
SVMC Primary Service Area	2.8% (avg.)
Los Angeles County	2.5%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

Disparities

Stakeholders identified the homeless, children and youth, the uninsured, youth in or transitioning out of the foster care system, and low income populations as the most severely impacted sub-populations. Stakeholders also identified Los Angeles as generally impacted by alcohol abuse.

Associated Drivers of Health

Several biological, social, environmental, psychological, and genetic factors are associated with alcohol and substance abuse. These factors may include gender, race and ethnicity, age, income level, educational attainment, and sexual orientation. Substance abuse is also strongly influenced by interpersonal, household, and community factors. Among adolescents, family, social networks, and peer pressure are key influencers of substance abuse[12]. Alcohol and substance abuse may also contribute to teenage pregnancy, HIV/AIDS, STDs, domestic violence, child abuse, motor vehicle accidents (unintentional injuries), physical fights, crime, homicide (intentional injuries), and suicide[13]. For data concerning health drivers, please refer to Appendix C—Scorecard.

Primary Data

Stakeholders indicated that alcohol and substance abuse are often associated with mental illness and poverty and attributed the prevalence of alcohol abuse to the lack of access to treatment. They also added that there have been successful efforts to reduce underage drinking at Berendo and Nightingale Middle Schools and Fairfax High School in Los Angeles where the purpose of such efforts was to create "buffer zones" around these schools and also educate family members around alcohol abuse.

2. Allergies

Allergies are an overreaction of the immune system to substances that usually cause no reaction in most individuals. These substances can trigger sneezing, wheezing, coughing and itching. Allergies have been

[12] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/lhi/substanceabuse.aspx?tab=determinants. Accessed [February 27, 2013].
[13] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=32. Accessed [February 26, 2013].

linked to a variety of common and serious chronic respiratory illnesses such as sinusitis and asthma. Factors such as family history with allergies, the types and frequency of symptoms, seasonality, duration and even location of symptoms (indoors or outdoors, for example) are all taken into consideration in allergies diagnosis. Allergic reactions can be severe and even fatal. With proper management and patient education, allergic diseases can be controlled and people with allergies can lead normal and productive lives[14].

Prevalence

In 2007, a third of teens (32.5%) in the SVMC primary service area were diagnosed with allergies, higher when compared to Los Angeles County. An even larger percentage of teens were diagnosed with allergies in SPA 6 (45.6%) when compared to the SVMC primary service area (32.5%) and Los Angeles County (24.9%).

Table 44. Allergy Prevalence Among Teens

	Percentage
Service Planning Area 4	19.4%
Service Planning Area 6	45.6%
SVMC Primary Service Area	32.5% (avg.)
Los Angeles County	24.9%

Data source: Los Angeles County Health Survey
Data year: 2007
Source geography: SPA

Disparities

Stakeholders added that Asian populations seemed to be the most affected by allergies.

Associate Drivers of Health

Allergic reactions are known to be caused by pollen, dust, food, insect stings, animal dander, mold, medications, and latex[15]. Many allergens are also asthma triggers that irritate the lungs, inducing an asthma attack. Social and economic factors have been known to cause or trigger allergic reactions including poverty leading to poor housing conditions (living with cockroaches, mites, asbestos, mold etc.) and living in an environment or home with smokers. For data concerning health drivers, please refer to Appendix C—Scorecard.

Primary Data

Stakeholders indicated that allergies were associated with poor air quality and other environmental factors.

3. Alzheimer's Disease

An estimated 5.4 million Americans have Alzheimer's disease, which is the sixth leading cause of death in the U.S.[16]. Alzheimer's, an irreversible and progressive brain disease, is the most common cause of

[14] Asthma and Allergy Foundation of America (AAFA). Allergies. Milwaukee, WI. Available at [http://www.aaaai.org/conditions-and-treatments/allergies.aspx]. Accessed [March 1, 2013].

[15] American Academy of Allergy Asthma and Immunology. Allergies. Landover, MD. Available at [http://www.aafa.org/display.cfm?id=9]. Accessed [March 1, 2013].

[16] Alzheimer's Association. *2012 Alzheimer's Disease Facts and Figures.* Available at [http://www.alz.org/downloads/facts_figures_2012.pdf]. Accessed [March 6, 2013].

dementia among older people. The disease is characterized by the loss of cognitive functioning and ranges in severity from the mildest stage of minor cognitive impairment to the most severe stage, when the person with Alzheimer's must depend completely on others for tasks of daily living. People with Alzheimer's disease and other dementias have more hospital stays, skilled nursing facility stays, and home health care visits than other older people[17].

Currently there is no cure for Alzheimer's disease, although treatment can help manage symptoms and slow progression of the disease[18]. People with Alzheimer's can experience a significant improvement in quality of life with active medical management for the disease. Active management includes: "(1) appropriate use of available treatment options, (2) effective management of coexisting conditions, (3) coordination of care among physicians, other health care professionals and lay caregivers, (4) participation in activities and adult day care programs and (5) taking part in support groups and supportive services such as counseling"[19].

Mortality

In 2010, the Alzheimer's mortality rate in the SVMC primary service area was three times higher (10.5) than in California (2.9) and the highest rates were reported in ZIP Codes 90044 (24.0), 90006 (18.0), 90011 (17.0), and 90026 (17.0).

Table 45. Alzheimer's Disease Mortality Rate Per 10,000 Persons

ZIP Code	Rate
90004	8.0
90005	8.0
90006	18.0
90007	7.0
90008	9.0
90010	0.0
90011	17.0
90016	14.0
90017	5.0
90018	7.0
90019	15.0
90020	5.0
90026	17.0
90027	5.0
90028	15.0
90029	6.0
90031	10.0
90037	9.0
90044	24.0
90046	11.0

[17] National Institutes of Health. *About Alzheimer's Disease: Alzheimer's Basics.* Available at [http://www.nia.nih.gov/alzheimers/topics/alzheimers-basics]. Accessed [March 5, 2013].
[18] National Institutes of Health. *About Alzheimer's Disease: Alzheimer's Basics.* Available at [http://www.nia.nih.gov/alzheimers/topics/alzheimers-basics]. Accessed [March 5, 2013].
[19] Alzheimer's Association. *2012 Alzheimer's Disease Facts and Figures.* Available at [http://www.alz.org/downloads/facts_figures_2012.pdf]. Accessed [March 6, 2013].

ZIP Code	Rate
90057	11.0
SVMC Primary Service Area	10.5 (avg.)
California	2.9

Data source: California Department of Public Health (CDPH)
Data year: 2010
Source geography: ZIP Code

Disparities

Stakeholders identified people over the age of 85 years of age who are uninsured, low-income, Latinos, and Asians as the most severely impacted. Stakeholders identified Chinatown and Los Angeles as the most severely impacted.

Associated Drivers of Health

The likely causes of Alzheimer's disease include some combination of age-related changes in the brain, a family history of Alzheimer's, and genetic, environmental, and lifestyle factors. Some data suggest that cardiovascular disease risk factors (e.g., physical inactivity, high cholesterol, diabetes, smoking, and obesity) and traumatic brain injury are associated with a higher risk of developing Alzheimer's disease[20]. For data concerning health drivers, please refer to Appendix C—Scorecard.

Primary Data

Stakeholders attributed the prevalence of Alzheimer's disease to the increase in the aging population. Stakeholders identified an increased need for Alzheimer's disease-related services including diagnosis.

"Submitting to the inevitable (old age) – they feel there is nothing they can do about getting old and the health issues that comes with old age."
(Resident Focus Group Participant)

4. Arthritis

Arthritis affects one in five adults in the United States and continues to be the most common cause of physical disability. Arthritis costs more than $128 billion per year currently in the United States and is projected to increase over time as the population ages. Interventions such as increased physical activity, education about disease self-management and weight loss among overweight/obese adults can reduce arthritis pain and functional limitations however these resources are underutilized[21].

Prevalence

In 2011, the percentage of the SVMC primary service area with arthritis was lower (15.9%) when compared to Los Angeles County (17.4%). The prevalence of arthritis was slightly higher in SPA 4 (16.0%) when compared to the SVMC primary service area (15.9%).

[20] Alzheimer's Association. *2012 Alzheimer's Disease Facts and Figures.* Available at [http://www.alz.org/downloads/facts_figures_2012.pdf]. Accessed [March 6, 2013].
[21] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at [http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=3]. Accessed [February 26, 2013].

Table 46. Arthritis Prevalence

	Percentage
Service Planning Area 4	16.0%
Service Planning Area 6	15.7%
SVMC Primary Service Area	15.9% (avg.)
Los Angeles County	17.4%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

Disparities

Stakeholders identified Asians and specifically the Filipino population and the aging as being the most severely impacted.

Associated Drivers of Health

The following factors are associated with arthritis including being overweight or obese, lack of education around self-management strategies and techniques, and limited or no physical activity[22]. For data concerning health drivers, please refer to Appendix C—Scorecard.

Primary Data

Stakeholders indicated that the aging populations were the most impacted by arthritis.

5. Asthma

Asthma is a disease that affects the lungs and is one of the most common long-term diseases of children. Adults also may suffer from asthma and the condition is considered hereditary. In most cases, the causes of asthma are not known, and no cure has been identified. Although asthma is always present in those with the condition, attacks only occur when the lungs are irritated. Asthma symptoms include wheezing, breathlessness, chest tightness, and coughing. Some asthma triggers include tobacco smoke, dust mites, outdoor air pollution, cockroach allergen, pet dander, mold, smoke, other allergens and certain infections known to cause asthma such as the flu, colds, and respiratory related viruses. Other contributing factors include exercising, certain medication, bad weather, high humidity, cold/dry air, certain foods and fragrances[23].

Prevalence

In 2011, the percentage of those diagnosed with asthma in the SVMC primary service area was lower (6.9%) than in Los Angeles County (9.0%). The prevalence of asthma was slightly higher in SPA 6 (9.4%) than in the overall SVMC primary service area (6.9%) and Los Angeles County (9.0%).

[22] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at [http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=3]. Accessed [February 26, 2013].
[23] Centers for Disease Control and Prevention (CDC). Asthma-Basic Information. Atlanta, GA. Available at [http://www.cdc.gov/asthma/faqs.htm]. Accessed [March 1, 2013].

Table 47. Asthma Prevalence Among Children 0-17

	Percentage
Service Planning Area 4	4.3%
Service Planning Area 6	9.4%
SVMC Primary Service Area	6.9% (avg.)
Los Angeles County	9.0%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

Disparities

Stakeholders identified children as the most severely impacted sub-population.

Associated Drivers of Health

Many allergens are also asthma triggers that irritate the lungs, inducing an asthma attack. Allergic reactions are known to be caused by pollen, dust, food, insect stings, animal dander, mold, medications, and latex[24]. Other social and economic factors have been known to cause or trigger allergic reactions including poverty, which leads to poor housing conditions (living with cockroaches, mites, asbestos, mold etc.). Living in an environment or home with smokers has also been known exacerbate allergies and/or asthma. For data concerning health drivers, please refer to Appendix C—Scorecard.

Primary Data

Stakeholders linked poor air quality, lack of access to medical care, and patients' inability to obtain the needed asthma medication to asthma prevalence.

6. Breast Cancer

In the United States, breast cancer is the most common non-skin cancer and the second leading cause of cancer-related death in women. Each year, a small number of men are also diagnosed with and die from breast cancer. The overall breast cancer death rate has dropped steadily over the past 20 years. However, it is estimated that approximately $16.5 billion is spent in the U.S. each year on breast cancer treatment[25].

The incidence of breast cancer is highest in White or Caucasian women for most age groups, but African-American women have higher incidence rates before 40 years of age and higher breast cancer mortality rates than women of any other racial/ethnic groups in the United States at every age. The gap in mortality between African-American and White or Caucasian women is wider now than in the early 1990s[26].

[24] American Academy of Allergy Asthma and Immunology. Allergies. Landover, MD. Available at [http://www.aafa.org/display.cfm?id=9]. Accessed [March 1, 2013].
[25] National Cancer Institute. *A Snapshot of Breast Cancer.* Available at [http://www.cancer.gov/researchandfunding/snapshots/pdf/Breast-Snapshot.pdf]. Accessed [March 6, 2013].
[26] National Cancer Institute. *A Snapshot of Breast Cancer.* Available at [http://www.cancer.gov/researchandfunding/snapshots/pdf/Breast-Snapshot.pdf]. Accessed [March 6, 2013].

Prevalence

In 2009, the breast cancer incidence rate per 100,000 adults was slightly lower in Los Angeles County (116.0) than California (122.0) but still five times higher than the Healthy People 2020 goal (<=20.6).

Table 48. Breast Cancer Incidence Rate Per 100,000 Adults

	Rate
Los Angeles County	116.0
California	122.0
Healthy People 2020	<=20.6

Data source: The Centers for Disease Control and Prevention, and the National Cancer Institute: State Cancer Profiles
Data year: 2009
Source geography: County

Mortality

In 2008, the breast cancer mortality rate per 100,000 adults was much lower in the SVMC primary service area (18.1) than in California (21.2). Breast cancer mortality rates were highest in ZIP Codes 90008 (42.4), 90027 (35.9), and 90057 (32.3).

Table 49. Breast Cancer Mortality Rate Per 100,000 Adults

ZIP Code	Rate
90004	11.1
90005	9.2
90006	8.8
90007	4.0
90008	42.4
90010	0.0
90011	7.6
90016	28.7
90017	9.1
90018	28.0
90019	29.9
90020	13.5
90026	12.6
90027	35.9
90028	6.5
90029	28.8
90031	18.4
90037	20.6
90044	14.9
90046	17.3
90057	32.3
SVMC Primary Service Area	18.1 (avg.)
Los Angeles County	21.2

Data source: California Department of Public Health (CDPH)
Data year: 2008
Source geography: ZIP Code

Disparities

Stakeholders identified low income women, Latino and Asian women, and those who had experienced trauma and/or domestic violence as the most severely impacted as the most severely impacted and therefore less likely to seek preventative care. Stakeholders identified the areas of Pico Union and Westlake districts as the most impacted.

Associated Drivers of Health

Risk factors for breast cancer include older age, certain inherited genetic alterations, hormone therapy, having chest radiation therapy, heavy alcohol consumption, and obesity[27]. Breast cancer is associated with overall cancer mortality and access to breast cancer screening. Exercise and maintaining a healthy weight may reduce the chance of breast cancer. For data concerning health drivers, please refer to Appendix C—Scorecard.

> *"Mammograms for women under 40 years of age – mammograms are very expensive and difficult to obtain. Even if (cancer) has been detected it is very hard to obtain services."*
> *(Focus group participant)*

Primary Data

Stakeholders attributed the high rates of breast cancer to a lack of education around health, and a lack of access to health care including mammograms. As a result, more women are finding out late in their cancer trajectory (stages 3 and 4).

7. Cancer, in General

Cancer is the second leading cause of death in the United States, claiming the lives of more than half a million Americans every year[28]. Cancer incidence rates per 100,000 adults show that the three most common cancers among American men are prostate cancer (137.7), lung cancer (78.2), and colorectal cancer (49.2). Likewise, the leading causes of cancer death among men are lung cancer (62.0), prostate cancer (22.0), and colorectal cancer (19.1). Among women, the three most common cancers are breast cancer (123.1), lung cancer (54.1), and colorectal cancer (37.1)[29].

The number of new cancer cases can be reduced, and many cancer deaths can be prevented. Research indicates that screening for cervical and colorectal cancers, as recommended, helps prevent these diseases by finding precancerous lesions so they can be treated before they become cancerous. Screening for cervical, colorectal, and breast cancers also helps find these diseases at an early, often highly treatable stage[30].

Prevalence

In 2010, the cervical cancer incidence rate per 100,000 adults was higher in the SVMC primary service area (9.4) than in California (8.0) and was four times higher than the Healthy People 2020 goal (<=2.2).

[27] National Cancer Institute. *Breast Cancer: Prevention, Genetics, Causes.* Available at [http://www.cancer.gov/cancertopics/prevention-genetics-causes/breast]. Accessed [March 6, 2013].
[28] Centers for Disease Control and Prevention. *Using Science to Reduce the Burden of Cancer.* Available at [http://www.cdc.gov/Features/CancerResearch/]. Accessed [March 7, 2013].
[29] Centers for Disease Control and Prevention. *Using Science to Reduce the Burden of Cancer.* Available at [http://www.cdc.gov/Features/CancerResearch/]. Accessed [March 7, 2013].
[30] Centers for Disease Control and Prevention. *Cancer Prevention.* Available at [http://www.cdc.gov/cancer/dcpc/prevention/index.htm]. Accessed [March 7, 2013].

Table 50. Cervical Cancer Incidence Rate Per 100,000 Adults

	Rate
SVMC Primary Service Area	9.4
California	8.0
Healthy People 2020	<=2.2

Data source:
Data year: 2010
Source geography: County

The prostate cancer incidence rate per 100,000 adults in SVMC primary service area was lower (134.3) than California (140.3) and was six times higher than the Healthy People 2020 goal (<=21.2).

Table 51. Prostate Cancer Incidence Rate Per 100,000 Adults

	Rate
SVMC Primary Service Area	134.3
California	140.3
Healthy People 2020	<=21.2

Data source: The Centers for Disease Control and Prevention, and the National Cancer Institute: State Cancer Profiles
Data year: 2010
Source geography: County

Mortality

The cancer mortality rate per 100,000 adults was much higher in the SVMC primary service area (59.5) than in California (15.1).

Table 52. Cancer Mortality Rate Per 100,000 Adults

	Rate
SVMC Primary Service Area	59.5
California	15.1

Data source: The Centers for Disease Control and Prevention, and the National Cancer Institute: State Cancer Profiles
Data year: 2010
Source geography: County

In 2010, the cervical cancer mortality rate per 100,000 adults was much higher in the SVMC primary service area (22.0) than in Los Angeles County (3.0).

Table 53. Cervical Cancer Mortality Rate Per 100,000 Adults

	Rate
SVMC Primary Service Area	22.0
Los Angeles County	3.0

Data source: The Centers for Disease Control and Prevention, and the National Cancer Institute: State Cancer Profiles
Data year: 2008
Source geography: County

Disparities

Stakeholders identified the homeless as the most severely impacted. They also added that Asian males as impacted most by prostate and stomach cancer.

Associated Drivers of Health

A primary method of preventing cancer is screening for cervical, colorectal, and breast cancers[31]. The most common risk factors for cancer are growing older, obesity, tobacco, alcohol, sunlight exposure, certain chemicals, some viruses and bacteria, family history of cancer, poor diet, and lack of physical activity[32]. For data concerning health drivers, please refer to Appendix C—Scorecard.

Primary Data

Stakeholders indicated that people have limited access to health education about cancer and to prevention services. One stakeholder added that there is a shortage of oncologists who speak the same language as their patients, adding that "few doctors have experience engaging in dialogue with patients and family members in a comprehensive approach. There's a sense that the doctors don't have the patient's well-being in mind." There has also been an increase in Latinos, Asian-Pacific Islanders, and Native Americans who are being diagnosed with late stage cancer. Improvements in messaging and service delivery are needed in order to encourage community members to access health care earlier.

8. Cardiovascular Disease

Cardiovascular disease—also called heart disease and coronary heart disease—includes several health conditions related to plaque buildup in the walls of the arteries, or atherosclerosis. As plaque builds up, the arteries narrow, restricting blood flow and creating the risk of heart attack. Currently, more than one in three adults (81.1 million) in the United States lives with one or more types of cardiovascular disease. In addition to being one of the leading causes of death in the United States, heart disease results in serious illness and disability, decreased quality of life, and hundreds of billions of dollars in economic loss every year[33].

Prevalence

In 2011, a slightly larger percentage (24.4%) of the adult population in the SVMC primary service area were diagnosed with heart disease than in Los Angeles County (24.0%), and an even greater percentage was reported in SPA 6 (28.4%).

[31] Centers for Disease Control and Prevention. *Cancer Prevention*. Available at [http://www.cdc.gov/cancer/dcpc/prevention/index.htm]. Accessed [March 7, 2013].
[32] National Cancer Institute. *Risk Factors*. Available at [http://www.cancer.gov/cancertopics/wyntk/cancer/page3]. Accessed [March 7, 2013].
[33] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=21. Accessed [February 28, 2013].

Table 54. Heart Disease Prevalence

	Percentage
Service Planning Area 4	20.4%
Service Planning Area 6	28.4%
SVMC Primary Service Area	24.4% (avg.)
Los Angeles County	24.0%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

Disease Management

Of those in the SVMC primary service area with heart disease, nearly three quarters (70.6%) receive assistance from a care provider in managing their disease. SPA 6 has an even larger percentage (75.9%) of adults who receive assistance from a care provider in managing their disease than the SVMC primary service area (70.6%) and Los Angeles County (73.3%).

Table 55. Heart Disease Management

	Percentage
Service Planning Area 4	65.3%
Service Planning Area 6	75.9%
SVMC Primary Service Area	70.6% (avg.)
Los Angeles County	73.3%

Data source: California Health Interview Survey (CHIS)
Data year: 2011-2012
Source geography: SPA

Hospitalizations

In 2010, the hospitalization rate for heart failure was much higher (424.6) per 100,000 adults in the SVMC primary service area when compared to California (367.1). The highest heart failure hospitalization rates were reported ZIP Codes 90008 (730.0), 90027 (688.8), 90018 (644.9), 90016 (626.1), and 90044 (601.5).

Table 56. Hospitalizations Resulting From Heart Failure Per 100,000 Adults

ZIP Code	Rate
90004	291.1
90005	212.3
90006	305.8
90007	320.1
90008	730.0
90010	157.9
90011	326.3
90016	626.1
90017	391.3
90018	644.9
90019	356.8
90020	287.4

ZIP Code	Rate
90026	331.5
90027	688.8
90028	417.9
90029	471.3
90031	401.9
90037	501.0
90044	601.5
90046	473.4
90057	380.0
SVMC Primary Service Area	424.6 (avg.)
California	367.1

Data source: Office of Statewide Health Planning and Development (OSHPD)
Data year: 2010
Source geography: ZIP Code

Mortality

In 2010, a much higher heart disease mortality rate per 10,000 adults was reported in the SVMC primary service area (73.8) when compared to California (15.6). The highest heart disease mortality rates were reported in ZIP Codes 90044 (137.0), 90027 (123.0), and 90046 (114.0).

Table 57. Heart Disease Mortality Rate Per 10,000 Adults

ZIP Code	Rate
90004	66.0
90005	49.0
90006	65.0
90007	30.0
90008	94.0
90010	2.0
90011	86.0
90016	96.0
90017	27.0
90018	96.0
90019	106.0
90020	34.0
90026	89.0
90027	123.0
90028	52.0
90029	75.0
90031	71.0
90037	69.0
90044	137.0
90046	114.0
90057	69.0
SVMC Primary Service Area	73.8 (avg.)
California	15.6

Data source: California Department of Public Health (CDPH)

Data year: 2010
Source geography: ZIP Code

Disparities

Stakeholders identified low income populations as the most severely impacted by cardiovascular disease. Stakeholders also identified South Los Angeles as the most severely impacted area.

Associated Drivers of Health

The burden of cardiovascular disease is disproportionately distributed across the population. Significant disparities are evident based on gender, age, race/ethnicity, geographic area, and socioeconomic status with regard to prevalence of risk factors, access to treatment, appropriate and timely treatment, treatment outcomes, and mortality[34].

Cardiovascular disease is closely linked to a number of health conditions that include arrhythmia, atrial fibrillation, cardiac arrest, cardiac rehab, cardiomyopathy, cardiovascular conditions in childhood, high cholesterol, congenital heart defects, diabetes, heart attack, heart failure, high blood pressure, HIV, heavy alcohol consumption, metabolic syndrome, obesity, pericarditis, peripheral artery disease (PAD), and stroke[35].

Other risk factors for cardiovascular disease include smoking, poor diet, physical inactivity, and overweight and obesity[36]. For data concerning health drivers, please refer to Appendix C—Scorecard.

Primary Data

Stakeholders linked cardiovascular disease to obesity, diabetes, and hypertension. They attributed high rates of cardiovascular disease to the lack of access to healthy foods, living in food deserts, living an unhealthy lifestyle, a lack of access to medical care, and the lack of transportation to obtain medical care. Cardiovascular disease was also identified as the number one cause of death.

9. Cholesterol

Cholesterol is a waxy, fat-like substance necessary in the body. However, too much cholesterol in the blood can build up on artery walls, leading to heart disease—one of the leading causes of death in the United States—and stroke. About one of every six adults in the United States has high blood cholesterol. In addition, 2,200 Americans die of heart disease each day, an average of one death every 39 seconds[37].

Prevalence

In 2011, just under a quarter (23.5%) of the adult population in the SVMC primary service area were diagnosed with high cholesterol, slightly less when compared to Los Angeles County (25.6%). SPA 4 had

[34] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=21. Accessed [February 28, 2013].

[35] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=21. Accessed [February 28, 2013].

[36] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=21. Accessed [February 28, 2013].

[37] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. High Cholesterol. Atlanta, GA. Available at http://www.cdc.gov/cholesterol/index.htm. Accessed [March 4, 2013].

a larger percentage (24.1%) of adults diagnosed with high cholesterol than the SVMC primary service area (23.5%) but still lower than Los Angeles County (25.6%).

Table 58. High Cholesterol Prevalence

	Percentage
Service Planning Area 4	24.1%
Service Planning Area 6	22.9%
SVMC Primary Service Area	23.5% (avg.)
Los Angeles County	25.6%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

Disparities

In 2011, more than half (50.2%) of the population in Los Angeles County who were 65 or older had high cholesterol, as did nearly half (43.9%) of those between the ages of 60 and 64. Over a third (37.2%) of those between the ages of 50 and 59 had high cholesterol, and over a quarter (27.2%) of those between the ages of 40 and 49. Another 15.9% of those between the ages of 30 and 39 had high cholesterol, as well as 6.8% of the population between the ages of 25 and 29 plus another 4.3% between the ages of 18 and 24.

Table 59. High Cholesterol Prevalence By Age

Age Group	Percentage
18–24 years old	4.3%
25–29 years old	6.8%
30–39 years old	15.9%
40–49 years old	27.2%
50–59 years old	37.2%
60–64 years old	43.9%
65 years old and older	50.2%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: County

By ethnicity, over a third (38.6%) of the American Indian/Alaskan Native population had high cholesterol and another third (29.7%) of the White or Caucasian population did as well. Over a quarter of (26.9%) of the African-American population had high cholesterol, and a quarter (25.8%) of the Asian/Pacific Islander population. Less than a quarter (22.2%) of the Latino population in Los Angeles County was diagnosed with high cholesterol.

Table 60. Cholesterol Prevalence By Ethnicity

Age Group	Percentage
Latino	22.2%
White/Caucasian	29.7%
African-American	26.9%
Asian/Pacific Islander	25.8%

Age Group	Percentage
American Indian/Alaskan Native	38.6%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: County

In addition, stakeholders identified Asian men as the most severely impacted.

Associated Drivers of Health

Some health conditions, as well as lifestyle and genetic factors, can put people at a higher risk for developing high cholesterol. Age is a contributing factor; as people get older, cholesterol level tends to rise. Diabetes can also lead to the development of high cholesterol. Some behaviors can also lead to high cholesterol, including a diet high in saturated fats, trans fatty acids (trans fats), dietary cholesterol, or triglycerides. Being overweight and physical inactivity can also contribute to high cholesterol. Finally, high cholesterol can be hereditary[38]. For data concerning health drivers, please refer to Appendix C—Scorecard.

Primary Data

Stakeholders linked high cholesterol to poor nutrition and poor lifestyle choices.

10. Colorectal Cancer

Colorectal cancer, defined as cancer that starts in the colon or the rectum, is the second leading cause of cancer-related deaths in the United States and is expected to cause about 50,830 deaths during 2013. The lifetime risk of developing colorectal cancer is about one in 20 (5.1%), with the risk being slightly lower in women than in men[39]. In addition, colorectal cancer is associated with overall cancer mortality, heavy alcohol consumption, obesity, diabetes prevalence and colon cancer screening.
The number of new colorectal cancer cases and the number of deaths from colorectal cancer are decreasing, likely due to regular screenings and improved treatment. Regular screenings can often detect colorectal cancer early on when the disease is most likely to be curable. Screenings can also find polyps, which can be removed before turning into cancer[40]. As a result, there are now more than one million survivors of colorectal cancer in the United States[41].

Given the success of colorectal cancer screening, public health organizations are working to increase awareness of these screenings among the general public and health care providers. Currently, only about half of Americans ages 50 or older have had any colorectal cancer screening[42].

[38] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. High Cholesterol. Atlanta, GA. Available at http://www.cdc.gov/cholesterol/index.htm. Accessed [March 4, 2013].
[39] American Cancer Society. *Colorectal Cancer.* Available at [http://www.cancer.org/cancer/colonandrectumcancer/detailedguide/colorectal-cancer-key-statistics]. Accessed [March 4, 2013].
[40] American Cancer Society. *Colorectal Cancer.* Available at [http://www.cancer.org/cancer/colonandrectumcancer/detailedguide/colorectal-cancer-detection]. Accessed [March 4, 2013].
[41] American Cancer Society. *Colorectal Cancer.* Available at [http://www.cancer.org/cancer/colonandrectumcancer/detailedguide/colorectal-cancer-key-statistics]. Accessed [March 4, 2013].
[42] American Cancer Society. Colorectal Cancer. Available at [http://www.cancer.org/cancer/colonandrectumcancer/detailedguide/colorectal-cancer-key-statistics]. Accessed [March 4, 2013].

Prevalence

In 2010, the colorectal cancer incidence rate per 100,000 adults was slightly higher in the SVMC primary service area (38.2) than in California (37.3) but nearly three times as high as the Healthy People 2020 goal (<=14.5).

Table 61. Colorectal Cancer Incidence Rate Per 100,000 Adults

	Rate
SVMC Primary Service Area	38.2
California	37.3
Healthy People 2020	<=14.5

Data source: The Centers for Disease Control and Prevention, and the National Cancer Institute: State Cancer Profiles
Data year: 2010
Source geography: County

Mortality

In 2008, the mortality rate was lower in the SVMC service area (9.8) than in California (11.2). However, ZIP Codes 90008 (33.8), 90031 (20.0), 90046 (18.3), 90016 (17.2), and 90028 (11.8) reported higher rates than California (11.2).

Table 62. Colorectal Cancer Mortality Rate Per 100,000 Adults

ZIP Code	Rate
90004	4.1
90005	4.4
90006	5.8
90007	2.0
90008	33.8
90010	0.0
90011	10.1
90016	17.2
90017	4.1
90018	6.2
90019	11.2
90020	4.5
90026	11.1
90027	9.9
90028	11.8
90029	4.7
90031	20.0
90037	5.2
90044	11.0
90046	18.3
90057	10.8
SVMC Primary Service Area	9.8 (avg.)
Los Angeles County	11.2

Data source: California Department of Public Health (CDPH)
Data year: 2008

ZIP Code	Rate

Source geography: ZIP Code

Disparities

Stakeholders identified Asian males as the most impacted.

Associated Drivers of Health

The major factors that can increase the risk of colorectal cancer are increasing age and family history of colorectal cancer. Other less significant factors include a history of inflammatory bowel disease, inherited risk, heavy alcohol use, cigarette smoking, obesity, diabetes prevalence, and colon cancer screening[43]. Regular physical activity and diets high in vegetables, fruits, and whole grains have been linked with a decreased incidence of colorectal cancer[44]. For data concerning health drivers, please refer to Appendix C—Scorecard.

Primary Data

Stakeholders mentioned colorectal cancer as an issue that was affecting the community. They also added that there has been an increase in those diagnosed with colorectal cancer among Asian men.

11. Diabetes

Diabetes affects an estimated 23.6 million people and is the seventh leading cause of death in the United States. Diabetes lowers life expectancy by up to 15 years, increases the risk of heart disease by two to four times, and is the leading cause of kidney failure, lower-limb amputations, and adult-onset blindness[45]. A diabetes diagnosis can also indicate an unhealthy lifestyle—a risk factor for further health issues—and is also linked to obesity.

Given the steady rise in the number of people with diabetes, and the earlier onset of Type 2 diabetes, there is growing concern about substantial increases in diabetes-related complications and their potential to impact and overwhelm the health care system. There is a clear need to take advantage of recent discoveries about the individual and societal benefits of improved diabetes management and prevention by bringing life-saving findings into wider practice, and complementing those strategies with efforts in primary prevention among those at risk for developing diabetes[46].

In addition, evidence is emerging that diabetes is associated with other co-morbidities, including cognitive impairment, incontinence, fracture risk, and cancer risk and prognosis[47].

[43] National Cancer Institute. *Colorectal Cancer Prevention.* Available at [http://www.cancer.gov/cancertopics/pdq/prevention/colorectal/Patient/page3#Keypoint4]. Accessed [March 4, 2013].
[44] American Cancer Society. *Colorectal Cancer.* Available at Available at [http://www.cancer.org/cancer/colonandrectumcancer/detailedguide/colorectal-cancer-risk-factors]. Accessed [March 4, 2013].
[45] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=32. Accessed [February 26, 2013].
[46] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=32. Accessed [February 26, 2013].
[47] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=32. Accessed [February 26, 2013].

Prevalence

In 2011, 8.7% of the population 18 years old and older in the SVMC primary service area was diagnosed with diabetes, a smaller percentage than in Los Angeles County (9.5%). In SPA 6, a larger percentage was diagnosed with diabetes (10.1%) than in the SVMC primary service area (8.7%) and in Los Angeles County (9.5%).

Table 63. Diabetes Prevalence

	Percentage
Service Planning Area 4	7.3%
Service Planning Area 6	10.1%
SVMC Primary Service Area	8.7% (avg.)
Los Angeles County	9.5%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

Disease Management

In 2009, over three quarters (80.1%) of people with diabetes who take medication for the disease felt confident that they are able to manage their condition—a slightly less than the percentage for Los Angeles County (86.4%). A much smaller percentage of the population in SPA 6 (69.4%) felt very confident in their ability to management their diabetes, when compared to Los Angeles County (86.4%).

Table 64. Diabetes Management

	Percentage
Service Planning Area 4	90.7%
Service Planning Area 6	69.4%
SVMC Primary Service Area	80.1% (avg.)
Los Angeles County	86.4%

Data source: California Health Interview Survey (CHIS)
Data year: 2011-2012
Source geography: SPA

Hospitalizations

In 2010, the diabetes hospitalization rate per 100,000 persons under 18 years of age in the SVMC primary service area was far less (21.6) than that of California (34.9). ZIP Codes in the SVMC primary service area 90028 (70.3), 90008 (68.5), and 90016 (65.1) reported the highest rates in the SVMC primary service area.

The diabetes hospitalization rate per 100,000 adults in the SVMC primary service area (193.3) was much higher when compared to California (145.6). The highest rates among adults in the SVMC primary service area were reported in ZIP Codes 90008 (371.2), 90044 (356.4), and 90016 (355.1).

The hospitalization rate per 100,000 adults resulting from uncontrolled diabetes was nearly three times higher (20.3) in the SVMC primary service area when compared to California (9.5). The highest rates in the SVMC primary service area were reported in ZIP Codes 90018 (45.5), 90029 (38.3), 90016 (36.4), and 90017 (32.5).

Table 65. Diabetes Hospitalizations Per 100,000 Persons

ZIP Code	Diabetes Hospitalizations (Youth)	Diabetes Hospitalizations (Adults)	Hospitalizations Resulting from Uncontrolled Diabetes
90004	0.0	141.5	22.7
90005	0.0	106.2	8.7
90006	13.6	224.7	16.5
90007	27.2	151.5	12.9
90008	68.5	371.2	25.7
90010	0.0	26.3	0.0
90011	11.0	197.3	21.2
90016	65.1	355.1	36.4
90017	0.0	130.4	32.5
90018	7.7	274.4	45.5
90019	7.2	181.5	19.8
90020	26.5	87.3	0.0
90026	28.8	145.9	17.4
90027	0.0	152.8	7.8
90028	70.3	149.8	12.7
90029	0.0	196.8	38.3
90031	38.8	203.5	22.2
90037	31.5	285.5	26.6
90044	48.5	356.4	29.1
90046	0.0	94.7	1.9
90057	9.6	226.7	28.0
SVMC Primary Service Area	21.6 (avg.)	193.3 (avg.)	20.3 (avg.)
California	34.9	145.6	9.5

Data source: Office of Statewide Health Planning and Development (OSHPD)
Data year: 2010
Source geography: ZIP Code

Mortality

In 2010, 9.6 per 10,000 adults died as a result of diabetes— much higher than in Los Angeles County (1.9). The highest mortality rates in the SVMC primary service area were reported in ZIP Codes 90044 (21.0), 90016 (17.0), 90006 (16.0), and 90037 (15.0).

Table 66. Diabetes Mortality Rate Per 10,000 Adults

ZIP Code	Number
90004	10.0
90005	5.0
90006	16.0
90007	8.0
90008	12.0
90010	0.0
90011	12.0
90016	17.0
90017	5.0

ZIP Code	Number
90018	8.0
90019	14.0
90020	2.0
90026	9.0
90027	6.0
90028	6.0
90029	9.0
90031	13.0
90037	15.0
90044	21.0
90046	5.0
90057	8.0
SVMC Primary Service Area	9.6 (avg.)
California	1.9

Data source: California Department of Public Health (CDPH)
Data year: 2010
Source geography: ZIP Code

Disparities

In 2011, nearly a quarter (24.1%) of the population age 65 older in Los Angeles County was identified as diabetic. Another 18.9% of the population age 60 to 64 were diabetic, as was another 13.4% of the population age 50 to 59. A smaller percentage of the population age 40 to 49 (7.9%) was diabetic, along with even smaller percentages of those age 30 to 39 (3.7%), 25 to 29 (2.4%), and 18 to 24 (1.1%).

Table 67. Diabetes Prevalence By Age

Age Group	Percentage
18–24 years old	1.1%
25–29 years old	2.4%
30–39 years old	3.7%
40–49 years old	7.9%
50–59 years old	13.4%
60–64 years old	18.9%
65 years old and older	24.1%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: County

In addition, larger percentages of the population in Los Angeles County who were diabetic were African-American (12.6%), followed by 9.5% of Latinos, 9.3% of Asian/Pacific Islanders, and 8.5% of Whites or Caucasians.

Table 68. Diabetes Prevalence By Ethnicity

Age Group	Percentage
Latino	9.5%
White/Caucasian	8.5%
African-American	12.6%
Asian/Pacific Islander	9.3%
American Indian/Alaskan Native	n/a

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: County

Stakeholders identified Asians, African Americans, Filipinos, Latinos, Native Americans, low income youth, women, the aging population, uninsured, and undocumented as the most impacted sub-populations.

Stakeholders identified geographic areas including Chinatown, East Los Angeles, and northeast portions of Los Angeles County as particularly impacted by diabetes.

"The main issue is families and culture. They tend to eat the same kind of food as in the past even if it's unhealthy."
(Resident Focus Group Participant)

Associated Drivers of Health

Factors associated with diabetes include being overweight; having high blood pressure, high cholesterol, high blood sugar (or glucose); physical inactivity, smoking, unhealthy eating, age, race, gender, and having a family history of diabetes[48]. For data concerning health drivers, please refer to Appendix C—Scorecard.

Primary Data

Stakeholders linked diabetes to obesity and hypertension. They also attributed the prevalence of diabetes to a number of factors including the high cost and lack of access to healthy food, as well as living in a food desert and lifestyle choices. Other factors include lack of access to health services, language barriers, and transportation. They also linked diabetes to obesity and physical inactivity. Stakeholders also stated that diabetes is a growing issue within communities of color.

"As immigrants assimilate, especially Latinos, many stop practicing traditions they grew up with or customs that included activity and take up unhealthy habits, become inactive and consume high levels of fat and salt."
Health Professional, National Health Organization

12. Hypertension

Hypertension, defined as a blood pressure reading of 140/90 or higher, affects one in three adults in the United States[49]. With no symptoms or warning signs and the ability to cause serious damage to the body, the condition has been called a silent killer. If untreated, high blood pressure can lead to heart

[49] National Institutes of Health. *Hypertension (High Blood Pressure).* Available at http://report.nih.gov/nihfactsheets/ViewFactSheet.aspx?csid=97. Accessed [March 12, 2013].

failure, blood vessel aneurysms, kidney failure, heart attack, stroke, and vision changes or blindness[50]. High blood pressure can be controlled through medicines and lifestyle change; however, lack of patient adherence to treatment regimens is a significant barrier to controlling high blood pressure[51].

Prevalence

In 2011, close to a quarter (24.4%) of the adult population in the SVMC primary service area was diagnosed with hypertension (or high blood pressure), slightly higher than in Los Angeles County (24.0%). SPA 6 had a higher percentage (28.4%) of those diagnosed with hypertension.

Table 69. Hypertension Prevalence

	Percentage
Service Planning Area 4	20.4%
Service Planning Area 6	28.4%
SVMC Primary Service Area	24.4% (avg.)
Los Angeles County	24.0%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

Disease Management

In 2011-2012, more than half (64.6%) of the adult population in the SVMC primary service area took medication to control high blood pressure—less when compared to Los Angeles County (70.4%).

Table 70. High Blood Pressure Management

	Percentage
Service Planning Area 4	69.5%
Service Planning Area 6	61.1%
SVMC Primary Service Area	65.3% (avg.)
Los Angeles County	70.4%

Data source: California Health Interview Survey (CHIS)
Data year: 2011-2012
Source geography: SPA

Mortality

In 2010, 5.1 per 10,000 adults died as a result of hypertension— four times as many those who died of hypertension in Los Angeles County (1.0). The highest mortality rates in the SVMC primary service area were reported in ZIP Codes 90044 (12.0) and 90046 (12.0).

Table 71. Hypertension Mortality Rate Per 10,000 Adults

ZIP Code	Rate
90004	7.0
90005	4.0

[50] National Heart, Lung, and Blood Institute. *Blood Pressure: Signs & Symptoms.* Available at http://www.nhlbi.nih.gov/health/health-topics/topics/hbp/signs.html. Accessed [March 12, 2013].
[51] National Institutes of Health. *Hypertension (High Blood Pressure).* Available at http://report.nih.gov/nihfactsheets/ViewFactSheet.aspx?csid=97. Accessed [March 12, 2013].

ZIP Code	Rate
90006	4.0
90007	0.0
90008	5.0
90010	0.0
90011	8.0
90016	9.0
90017	0.0
90018	7.0
90019	9.0
90020	3.0
90026	3.0
90027	5.0
90028	2.0
90029	3.0
90031	5.0
90037	5.0
90044	12.0
90046	12.0
90057	4.0
SVMC Primary Service Area	5.1 (avg.)
California	1.0

Data source: California Department of Public Health (CDPH)
Data year: 2010
Source geography: ZIP Code

Disparities

In 2011, more than half (57.7%) of the population age 65 and older in Los Angeles County was diagnosed with hypertension. Similarly, nearly half (42.9%) of the population between age 60 and 64 had hypertension, over a third (34.5%) of the population between age 50 and 59, and nearly a quarter (22.9%) of those between age 40 and 49. The prevalence of hypertension diminishes among the younger population—only 10.0% of those between age 30 and 39, 5.0% of those between age 25 and 29, and 4.1% of those between age 18 and 24.

Table 72. Hypertension Prevalence By Age

Age Group	Percentage
18–24 years old	4.1%
25–29 years old	5.0%
30–39 years old	10.0%
40–49 years old	22.9%
50–59 years old	34.5%
60–64 years old	42.9%
65 years old and older	57.7%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: County

By ethnicity, nearly half (43.3%) of the American Indian/Alaskan Native population in Los Angeles County had hypertension, along with over a third (39.2%) of the African-American population, over a quarter (27.4%) of the White or Caucasian population, and a quarter (25.0%) of the Asian/Pacific Islander population. Nearly a fourth (18.0%) of the Latino population had hypertension in Los Angeles County.

Table 73. Hypertension Prevalence By Ethnicity

Age Group	Percentage
Latino	18.0%
White/Caucasian	27.4%
African American	39.2%
Asian/Pacific Islander	25.0%
American Indian/Alaskan Native	43.3%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: County

Stakeholders indicated that hypertension mostly impacts Latinos, African-Americans, the homeless, uninsured, underinsured, and day laborers.

Stakeholders indicated that Los Angeles is generally impacted by hypertension.

Associated Drivers of Health

> *"Hypertension is going up because people are not getting it checked, they are not aware they have it, they are not going to doctors on regular basis, and as the population ages they have a tendency to have higher blood pressure."*
> *(Foundation Relations Director, Health*

High blood pressure is associated with smoking, obesity, excessive consumption of salt and fat, excessive drinking, and physical inactivity. Those at higher risk of developing hypertension include people who have previously had a stroke and those who have high cholesterol or heart or kidney disease. African-Americans and people with a family history of hypertension are also at an increased risk of having hypertension[52]. For data concerning related health drivers, please refer to Appendix C—Scorecard.

Primary Data

Stakeholders indicated that hypertension is closely related and linked to diabetes, obesity, stress, and lifestyle choices. Stakeholders added that people were not getting regular medical check-ups and were waiting until an emergency, often because the cost of seeking treatment is high and there is a lack of access to health care. Stakeholders also mentioned that effective management of such disease remains a major hurdle given the shortage in programs and education.

13. HIV/AIDS

More than 1.1 million people in the United States are living with HIV and almost one in five (18.1%) are unaware of their infection[53]. HIV infection weakens the immune system, making those living with HIV highly susceptible to a variety of illnesses and cancers, including tuberculosis (TB), cytomegalovirus

[52] The Patient Education Institute. *Essential Hypertension*. Available at http://www.nlm.nih.gov/medlineplus/tutorials/hypertension/hp039105.pdf. Accessed [March 12, 2013].
[53] Centers for Disease Control and Prevention. *Drug-Associated HIV Transmission Continues in the United States*. Available at [http://www.cdc.gov/hiv/resources/factsheets/idu.htm]. Accessed [February 28, 2013].

(CMV), cryptococcal meningitis, lymphomas, kidney disease, and cardiovascular disease[54]. Without treatment, almost all people infected with HIV will develop AIDS[55]. While HIV is a chronic medical condition that can be treated, the disease cannot yet be cured.

The risk of acquiring HIV is increased by engaging in unprotected sex, having another sexually transmitted infection, sharing intravenous drugs, having been diagnosed with hepatitis, tuberculosis, or malaria, and having been exposed to the virus as a fetus or infant before or during birth or through breastfeeding from a mother infected with HIV[56]. Racial disparities in HIV prevalence persist; African Americans and Hispanics/Latinos are disproportionately affected by HIV and experience the most severe burden of HIV compared with other races and ethnicities in the United States. Prevention efforts to reduce the spread of HIV in the United States encompass many components, such as behavioral interventions, HIV testing, and linkage to treatment and care[57].

> *"However, despite many gains in HIV/AIDS disease management, we still see people of color who are poor with such an advanced disease at diagnosis that they're really on the edge of death. It's surprising to see individuals still come in so late, immune system ravaged and at 80% of body weight."*
> *(Executive Director, Community Based Organization*

Prevalence

In 2012, the HIV/AIDS incidence rate per 100,000 adults was twice as high (55.7) in the SVMC primary service area than in Los Angeles County (24.9). The rate was even higher in SPA 4 (79.0) when compared to the SVMC primary service area (55.7) and three times higher than Los Angeles County (24.9).

Table 74. HIV/AIDS Incidence Rate Per 100,000 Adults

	Rate
Service Planning Area 4	79.0
Service Planning Area 6	32.3
SVMC Primary Service Area	55.7 (avg.)
Los Angeles County	24.9

Data source: Los Angeles County Department of Public Health, Annual HIV Surveillance Report
Data year: 2012
Source geography: SPA

Hospitalizations

In 2010, HIV/AIDS hospitalization rate per 100,000 adults was three times as high in the SVMC primary service area (43.4) than in California (11.0). The highest rates in the SVMC primary service area were reported in ZIP Codes 90010 (105.3) and 90028 (101.0).

[54] Mayo Clinic. *Complications.* Available at [http://www.mayoclinic.com/health/hiv-aids/DS00005/DSECTION=complications]. Accessed [March 1, 2013].
[55] National Institutes of Health, *HIV Infection.* Available at [http://www.nlm.nih.gov/medlineplus/ency/article/000602.htm]. Accessed [March 1, 2013].
[56] National Institute of Allergy and Infectious Diseases. *HIV Risk Factors.* Available at [http://www.niaid.nih.gov/topics/hivaids/understanding/pages/riskfactors.aspx]. Accessed [March 6, 2013].
[57] Centers for Disease Control and Prevention. *CDC's HIV Prevention Progress in the United States.* Available at [http://www.cdc.gov/hiv/resources/factsheets/cdcprev.htm]. Accessed [February 28, 2013].

Table 75. HIV/AIDS Hospitalization Rate Per 100,000 Adults

ZIP Code	Rate
90004	41.8
90005	18.6
90006	18.6
90007	4.9
90008	71.1
90010	105.3
90011	21.2
90016	71.4
90017	42.1
90018	50.7
90019	20.2
90020	20.5
90026	33.9
90027	55.4
90028	101.0
90029	44.0
90031	10.2
90037	12.8
90044	22.3
90046	88.5
90057	57.8
SVMC Primary Service Area	43.4 (avg.)
California	11.0

Data source: California Department of Public Health (CDPH)
Data year: 2010
Source geography: ZIP Code

Mortality

In 2012, HIV/AIDS mortality rates per 100,000 adults were twice as high in the SVMC primary service area (6.8) than in Los Angeles County (3.0). An even higher rate was reported in SPA 6 (7.0).

Table 76. HIV/AIDS Mortality Rate Per 100,000 Adults

	Rate
Service Planning Area 4	6.4
Service Planning Area 6	7.1
SVMC Primary Service Area	6.8 (avg.)
Los Angeles County	3.0

Data source: Los Angeles County Department of Public Health, Annual HIV Surveillance Report
Data year: 2012
Source geography: SPA

Disparities

Stakeholders indicated the homeless, LGBTQ (Lesbian, Gay, Bisexual, Transgender, and Queer culture), teenagers, low-income women, and teenagers transitioning into adults as the most severely impacted sub-populations.

Stakeholders identified South Los Angeles as being the most severely impacted.

"There is a different group being identified. Women find out that they are HIV positive after their partner becomes ill or dies of the disease. We do workshops and use a promotora model to enter the community and break the silence and isolation."
(Executive Director, Community Based Organization)

Associated Drivers of Health

The following factors are associated with HIV/AIDS: injection drug use, risky sexual behaviors[58], poverty, heavy alcohol consumption, liquor store access, and HIV screenings. HIV prevalence is highest among gay, bisexual, and other men who have sex with men, and among African Americans[59].

"It is like what it was 20 years ago: clients are facing discrimination, living in secrecy among peers, in the community, and now back to the family as well. As a result, they are facing emotional issues and mental issues in addition to physical issues."
(CEO, Community Based Foundation)

Untreated HIV infection is associated with many diseases including cardiovascular disease, kidney disease, liver disease, and cancer[60]. Persons with HIV infection are disproportionately affected by viral hepatitis, and those co-infected with HIV and viral hepatitis experience greater liver-related health problems than those who do not have HIV infection[61]. For data concerning related health drivers, please refer to Appendix C—Scorecard.

Primary Data

Stakeholders stated that there have been fewer newly diagnosed HIV/AIDS cases and improvements in care management though there is still a need for more education and prevention services and other measures around HIV/AIDS including family-based programming and services, mental health services (to alleviate the depression and anxiety experienced by those with HIV/AIDS), and more collaboration from hospitals.

"HIV related illness is decreasing, but there are many affected children (children of infected parents). The number of infected kids 10 years old and under is decreasing but there is an increase in infected teens ages 10 and over."
(CEO, Community Based Foundation)

14. Mental Health

Mental illness is a common cause of disability. Untreated disorders may leave individuals at risk for substance abuse, self-destructive behavior, and suicide. Additionally, mental health disorders can have a serious impact on physical health and are associated with the prevalence, progression, and outcome of chronic diseases[62]. Suicide is considered a major preventable public health problem. In 2010, suicide was

[58] Centers for Disease Control and Prevention. *Drug-Associated HIV Transmission Continues in the United States.* Available at [http://www.cdc.gov/hiv/resources/factsheets/idu.htm]. Accessed [February 28, 2013].
[59] Centers for Disease Control and Prevention, *HIV in the United States: At A Glance.* Available at [http://www.cdc.gov/hiv/resources/factsheets/us.htm]. Accessed [February 28, 2013].
[60] Centers for Disease Control and Prevention. *Basic Information about HIV and AIDS.* Available at [http://www.cdc.gov/hiv/topics/basic/index.htm]. Accessed [March 1, 2013].
[61] Centers for Disease Control and Prevention. *HIV and Viral Hepatitis.* Available at [http://www.cdc.gov/hiv/resources/factsheets/hepatitis.htm]. Accessed [March 1, 2013].
[62] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=28. Accessed [April 30, 2013].

the tenth leading cause of death among Americans of all ages, and the second leading cause of death among people between the ages of 25 and 34[63]. An estimated 11 attempted suicides occur per every suicide death.

Research shows that more than 90% of those who die by suicide suffer from depression or other mental disorders, or a substance-abuse disorder (often in combination with other mental disorders)[64]. Among adults, mental disorders are common, with approximately one-quarter of adults being diagnosable for one or more disorders[65]. Mental disorders are not only associated with suicide, but also with chronic diseases, a family history of mental illness, age, substance abuse, and life-event stresses[66].

Interventions to prevent suicide include therapy, medication, and programs that focus on both suicide risk and mental or substance-abuse disorders. Another intervention is improving primary care providers' ability to recognize and treat suicide risk factors, given the research indicating that older adults and women who die by suicide are likely to have seen a primary care provider in the year before their death[67].

Prevalence

In 2011, adults experienced an average of 5.9 days of poor mental and/or physical health–related unhealthy days in the SVMC primary service area, which is slightly higher when compared to Los Angeles County (5.4). The number of days reported in SPA 6 (6.1) were also slightly higher than the SVMC primary service area (5.9) and Los Angeles County (5.4).

Table 77. Unhealthy Days Resulting From Poor Mental and/or Physical Health Reported By Adults

	Days
Service Planning Area 4	5.7
Service Planning Area 6	6.1
SVMC Primary Service Area	5.9 (avg.)
Los Angeles County	5.4

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

In 2011-2012, a larger percentage (9.2%) of adults in the SVMC primary service area reported experiencing serious psychological distress in the past year when compared to Los Angeles County (8.0%), and an even larger percentage (9.6%) was reported in SPA 4. SPA 6 (8.7%) also experienced a

[63] Centers for Disease Control and Prevention. *10 Leading Causes of Death by Age Group, United States – 2010.* Available at http://www.cdc.gov/injury/wisqars/pdf/10LCID_All_Deaths_By_Age_Group_2010-a.pdf. Accessed [March 12, 2013].
[64] National Institute of Mental Health. *Suicide in the U.S.: Statistics and Prevention.* Available at http://www.nimh.nih.gov/health/publications/suicide-in-the-us-statistics-and-prevention/index.shtml. Accessed [March 12, 2013].
[65] National Institute of Mental Health. *Any Disorder Among Adults.* Available at http://www.nimh.nih.gov/statistics/1ANYDIS_ADULT.shtml. Accessed [March 12, 2013].
[66] Public Health Agency of Canada. *Mental Illness.* Available at http://www.phac-aspc.gc.ca/cd-mc/mi-mm/index-eng.php. Accessed [March 12, 2013].
[67] National Institute of Mental Health. *Suicide in the U.S.: Statistics and Prevention.* Available at http://www.nimh.nih.gov/health/publications/suicide-in-the-us-statistics-and-prevention/index.shtml. Accessed [March 12, 2013].

larger percentage of adults experiencing serious psychological distress in the past year when compared to Los Angeles County (8.0%).

Table 78. Adults with Serious Psychological Distress in the Last Year

	Percentage
Service Planning Area 4	9.6%
Service Planning Area 6	8.7%
SVMC Service Area	9.2% (avg.)
Los Angeles County	8.0%

Data source: California Health Interview Survey (CHIS)
Data year: 2011-2012
Source geography: SPA

In 2011, the adult population in the SVMC primary service area reported similar rates having the necessary social and emotional support when compared to Los Angeles County (64.4% and 64% respectively). An even larger percentage reported having the necessary social and emotional support in SPA 4 (74.8%) when compared to the SVMC primary service area (64.4%) and Los Angeles County (64.0%).

Table 79. Adequate Social and Emotional Support

	Percentage
Service Planning Area 4	74.8%
Service Planning Area 6	53.9%
SVMC Primary Service Area	64.4% (avg.)
Los Angeles County	64.0%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

Anxiety

The percentage of the adult population in the SVMC primary service area diagnosed with anxiety was similar (11.1%) when compared to Los Angeles County (11.3%) however the percentage was higher in SPA 4 (12.0%).

Table 80. Anxiety Prevalence

	Percentage
Service Planning Area 4	12.0%
Service Planning Area 6	10.1%
SVMC Primary Service Area	11.1% (avg.)
Los Angeles County	11.3%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

Depression

The percentage of the adult population in the SVMC primary service area diagnosed with depression was similar (12.1%) to Los Angeles County (12.2%). However, the percentage was higher in SPA 4 (13.4%) when compared to the SVMC primary service area (12.1%) and Los Angeles County (12.2%).

Table 81. Depression Prevalence

	Percentage
Service Planning Area 4	13.4%
Service Planning Area 6	10.8%
SVMC Primary Service Area	12.1% (avg.)
Los Angeles County	12.2%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

Alcohol- and Drug-Related Mental Illness

Alcohol and drug use is often associated with and linked to mental illness. In 2010, the rate per 100,000 adults of alcohol- and drug-induced mental illness in the SVMC primary service area was slightly higher (112.9) when compared to California (109.1). Rates in the SVMC primary service area were especially high in ZIP Codes 90046 (210.0), 90027 (179.4), 90010 (157.9), 90028 (156.7), 90057 (135.6), 90016 (132.4), and 90031 (129.7).

Table 82. Alcohol- and Drug-Induced Mental Illness Rate Per 100,000 Adults

ZIP Code	Rate
90004	72.4
90005	66.3
90006	71.0
90007	95.3
90008	99.0
90010	157.9
90011	79.9
90016	132.4
90017	79.9
90018	111.5
90019	100.8
90020	79.6
90026	110.5
90027	179.4
90028	156.7
90029	93.2
90031	129.7
90037	112.4
90044	98.0
90046	210.0
90057	135.6
SVMC Primary Service Area	112.9 (avg.)

ZIP Code	Rate
California	109.1

Data source: Office of Statewide Health Planning and Development (OSHPD)
Data year: 2010
Source geography: ZIP Code

Hospitalizations

In 2010, the mental health hospitalization rate per 100,000 adults in the SVMC primary service area was much higher (715.0) than in California (551.7). The highest rates in the SVMC primary service area were in ZIP Codes 90028 (1,030.9), 90044 (979.9), 90037 (969.9), 90018 (973.4), 90008 (924.9), and 90016 (916.0). Please note that these zip codes are located in Downtown Los Angeles and may be biased by the high number of homeless and service providers in the area.

Table 83. Mental Health Hospitalization Rate Per 100,000 Adults

ZIP Code	Rate
90004	619.2
90005	607.7
90006	713.0
90007	471.7
90008	924.9
90010	789.5
90011	739.2
90016	916.0
90017	723.7
90018	973.4
90019	674.9
90020	372.1
90026	467.1
90027	739.7
90028	1,030.9
90029	450.6
90031	343.4
90037	969.9
90044	979.9
90046	889.2
90057	620.0
SVMC Primary Service Area	715.0 (avg.)
California	551.7

Data source: Office of Statewide Health Planning and Development (OSHPD)
Data year: 2010
Source geography: ZIP Code

Similarly, the mental health hospitalization rate per 100,000 youth under 18 years of age was much higher (308.5) in the SVMC primary service area when compared California (256.4). In the SVMC primary service area, rates were highest in ZIP Codes 90037 (572.4), 90010 (520.8), and 90046 (505.2).

As these zip codes are located in or around Downtown Los Angeles, the numbers might be skewed by the high number of homeless and service providers in the area.

Table 84. Mental Health Hospitalization Per 100,000 Youth (Under 18 Years)

ZIP Code	Rate
90004	376.1
90005	313.2
90006	264.4
90007	217.6
90008	191.9
90010	520.8
90011	408.8
90016	260.3
90017	109.0
90018	278.1
90019	294.1
90020	158.8
90026	374.9
90027	36.1
90028	351.4
90029	178.3
90031	349.3
90037	572.4
90044	418.8
90046	505.2
90057	299.1
SVMC Primary Service Area	308.5 (avg.)
California	256.4

Data source: Office of Statewide Health Planning and Development (OSHPD)
Data year: 2010
Source geography: ZIP Code

Suicide

In 2010, the suicide rate per 10,000 adults in the SVMC primary service area was similar (0.7) to California (1.0), but above the Healthy People 2020 goal (<=1.0). In the SVMC primary service area, the highest rates were reported in ZIP Codes 90046 (2.7), 90020 (1.5), 90028 (1.4), and 90027 (1.3).

Table 85. Suicide Rate Per 10,000 Adults

ZIP Code	Rate
90004	0.5
90005	0.5
90006	0.5
90007	0.0
90008	0.3
90010	0.0
90011	0.6

ZIP Code	Rate
90016	0.2
90017	0.4
90018	0.6
90019	0.6
90020	1.5
90026	1.0
90027	1.3
90028	1.4
90029	0.3
90031	0.5
90037	0.3
90044	0.5
90046	2.7
90057	1.3
SVMC Primary Service Area	0.7 (avg.)
California	1.0
Healthy People 2020	<=1.0

Data source: California Department of Public Health (CDPH)
Data year: 2010
Source geography: ZIP Code

Disparities

Mental health, particularly depression, affects everyone. However, in Los Angeles County, those most affected are between the ages of 50 and 64. With 18.8% of those ages 50 to 59 having been diagnosed with depression, and 18.0% of those age 60 to 64. Another 14.1% of those between age 40 and 49, and smaller percentages of those age 65 and older (10.6%), 25 to 29 (10.1%), 30 to 39 (9.4%), and 18 to 24 (6.0%), have been diagnosed with depression.

Table 86. Depression Prevalence By Age

Age Group	Percentage
18–24 years old	6.0%
25–29 years old	10.1%
30–39 years old	9.4%
40–49 years old	14.1%
50–59 years old	18.8%
60–64 years old	18.0%
65 years old and older	10.6%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: County

By ethnicity, larger percentages of Whites (17.1%), African-Americans (15.9%), and American Indian/Alaskan Natives (15.0%) in Los Angeles County were diagnosed with depression, as were smaller percentages of Latinos (9.7%) and Asian/Pacific Islanders (6.7%).

Table 87. Depression Prevalence By Ethnicity

Age Group	Percentage
Latino	9.7%
White/Caucasian	17.1%
African-American	15.9%
Asian/Pacific Islander	6.7%
American Indian/Alaskan Native	15.0%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: County

Stakeholders identified battered women, the homeless, low-income, veterans, undocumented immigrants, men in gangs, prisoners released early coming out with psychiatric issues, and youth (foster youth aging out of the foster system and high school youth) as the most severely impacted.

Stakeholders identified Skid Row in Downtown Los Angeles, East and Southeast Los Angeles and Chinatown as the most severely impacted.

"People who have lost their job recently and the newly homeless are the most affected. There is also a stigma about mental health and some people won't seek help, don't know about resources, how to get on Medicare or Medical, or get access to other health resources."
(Vice President of Human Resources, Community Based Organization)

Associated Drivers of Health

Mental health is associated with many other health factors, including poverty, heavy alcohol consumption, and unemployment. Chronic diseases such as cardiovascular disease, diabetes, and obesity are also associated with mental health disorders such as depression and suicide[68]. For data concerning health drivers, please refer to Appendix C—Scorecard.

Primary Data

Stakeholders stated that community members had a difficult time obtaining treatment for mental health issues because of strict insurance guidelines and the cost of treatment and medication. Transportation was also a barrier. Stakeholders identified multiple factors that contributed to poor mental health including stress caused by the economic downturn, unemployment, immigration status, abuse (emotional, physical, and sexual), bullying, and increasing violence.

"Mental and emotional health is the most difficult to promote because most are either in denial or embarrassed about having a health issue and so do not speak up or do anything about it."
(Resident Focus Group Participant)

Stakeholders also added that there has been a noted increase in psychiatric emergencies and the use of physical restraints on patients. There has also been an increase in demand for mental health services; however this need remains unmet and there are often waiting lists for people who need immediate help.

[68] Centers for Disease Control and Prevention. *Mental Health and Chronic Diseases*. Available at http://www.cdc.gov/nationalhealthyworksite/docs/Issue-Brief-No-2-Mental-Health-and-Chronic-Disease.pdf. Accessed [May 1, 2013].

15. Obesity/Overweight

Obesity, a condition in which a person has an abnormally high and unhealthy proportion of body fat, has risen to epidemic levels in the United States; 68 percent of adults age 20 years and older are overweight or obese[69]. Excess weight is a significant national problem and indicates an unhealthy lifestyle that influences further health issues.

Obesity reduces life expectancy and causes devastating and costly health problems, increasing the risk of coronary heart disease, stroke, high blood pressure, diabetes, and a number of other chronic diseases. Findings suggest that obesity also increases the risks for cancers of the esophagus, breast (postmenopausal), endometrium, colon and rectum, kidney, pancreas, thyroid, gallbladder, and possibly other cancer types[70].

Prevalence

In 2011, a quarter (25.9%) of adults in the SVMC primary service area were overweight, fewer when compared to Los Angeles County (34.2%). Similarly, a smaller percentage of adults (15.6%) were obese in the SVMC primary service area when compared to Los Angeles County (24.7%) and the Healthy People 2020 goal (<=30.5%).

Table 88. Overweight and Obese Populations (Adults)

	Percent Overweight	Percent Obese
Service Planning Area 4	32.9%	10.4%
Service Planning Area 6	18.9%	20.7%
SVMC Primary Service Area	25.9% (avg.)	15.6% (avg.)
Los Angeles County	34.2%	24.7%
Healthy People 2020		<=30.5%

Data source: California Health Interview Survey (CHIS)
Data year: 2011-2012
Source geography: SPA

A slightly smaller percentage (14.5%) of teens between the ages of 12 and 17 in the SVMC primary service area were overweight or obese when compared to Los Angeles County (17.1%), with SPA 6 having a greater percentage (19.0%).

Table 89. Overweight and Obese Teens (12-17 years old)

	Percentage
Service Planning Area 4	10.0%
Service Planning Area 6	19.0%
SVMC Service Area	14.5% (avg.)
Los Angeles County	17.1%

[69] National Cancer Institute. *Obesity and Cancer Risk*. Available at http://www.cancer.gov/cancertopics/factsheet/Risk/obesity. Accessed [March 10, 2013].
[70] National Cancer Institute. *Obesity and Cancer Risk*. Available at http://www.cancer.gov/cancertopics/factsheet/Risk/obesity. Accessed [March 10, 2013].

Data source: California Health Interview Survey (CHIS)
Data year: 2011-2012
Source geography: SPA

A slightly larger percentage (16.1%) of children ages 2 to 11 in the SVMC primary service area were overweight when compared to Los Angeles County (13.3%), with SPA 6 having a larger percentage (17.1%).

Table 90. Overweight Children (2-11 years old)

	Percentage
Service Planning Area 4	15.0%
Service Planning Area 6	17.1%
SVMC Service Area	16.1% (avg.)
Los Angeles County	13.3%

Data source: California Health Interview Survey (CHIS)
Data year: 2011-2012
Source geography: SPA

Disparities

Overall, over a third or more of the population in Los Angeles County, regardless of age, is overweight, particularly larger percentages of those between age 50 and 59 (39.8%), those 65 and older (39.2%), and those between age 40 and 49 (38.7%). Similarly, over a third of those between the ages of 30 and 39 (37.6%), 60 and 64 (35.8%), 25 and 29 (34.4%), and 18 and 24 (31.4%) are also overweight.

Less than a third of those who are middle-aged and older are obese— specifically, larger percentages of those between age 60 and 64 (29.8%), 30 and 39 (27.8%), and 40 and 49 (27.3%). Another quarter of those between age 50 and 59 are obese in Los Angeles County.

Table 91. Overweight/Obesity Prevalence By Age

Age Group	Percent Overweight	Percent Obese
18–24 years old	31.4%	15.4%
25–29 years old	34.4%	19.9%
30–39 years old	37.6%	27.8%
40–49 years old	38.7%	27.3%
50–59 years old	39.8%	25.5%
60–64 years old	35.8%	29.8%
65 years old and older	39.2%	19.0%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: County

By ethnicity, larger percentages of American Indians/Alaskan Natives (45.2%) and Latinos (40.6%) in Los Angeles County are overweight, along with over a third of African-Americans (38.9%), Whites or Caucasians (34.0%), and Asian/Pacific Islanders (32.9%). Also, over a third of Latinos (31.6%) and African-Americans (31.0%) in Los Angeles County are obese, along with over a quarter (25.8%) of American Indians/Alaskan Natives.

Table 92. Overweight/Obesity Prevalence By Ethnicity

Age Group	Percent Overweight	Percent Obese
Latino	40.6%	31.6%
White/Caucasian	34.0%	18.0%
African-American	38.9%	31.0%
Asian/Pacific Islander	32.9%	8.9%
American Indian/Alaskan Native	45.2%	25.8%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: County

Stakeholders identified Latinos, African-Americans, low-income, and adults and children as the most severely impacted.

Stakeholders also identified South Los Angeles, Inglewood, Compton, and Pasadena as the most severely impacted.

Associated Drivers of Health

Obesity is associated with factors such as poverty, inadequate consumption of fruits and vegetables, physical inactivity, and lack of access to grocery stores, parks, and open space. Obesity increases the risk of coronary heart disease, stroke, high blood pressure, diabetes, and a number of other chronic diseases. The condition also increases the risks of cancers of the esophagus, breast (postmenopausal), endometrium, colon and rectum, kidney, pancreas, thyroid, gallbladder, and possibly other cancer types[71]. For data concerning health drivers, please refer to Appendix C—Scorecard.

Primary Data

Stakeholders attributed being obese and overweight to a lack of access to green space, living in food deserts, lack of access to healthy foods such as fruit and vegetables, lack of safety at parks, and lifestyle choices such as a lack of physical activity. Stakeholders added that obesity and being overweight was closely linked to diabetes and hypertension and that these are a growing issue.

"Obesity is escalating at a high rate. This causes other chronic diseases and ailments which shortens a person's life span" (Health Professional, National Health Organization)

If you want to exercise in parks in South East LA you would get shot; safety is a major concern. (Business and Education Leader Focus Group Participant)

Stakeholders also added communication agents would be important in countering the increase in obesity rates. One stakeholder added, "most people are hearing this message from teachers at schools, from the doctor or nurse, from their priest, in programs at the library, etc. It's effective to educate all collaborators and partners to deliver a similar message over time."

[71] National Cancer Institute. *Obesity and Cancer Risk*. Available at http://www.cancer.gov/cancertopics/factsheet/Risk/obesity. Accessed [March 10, 2013].

16. Oral Health

Oral health is essential to overall health, and is relevant as a health need because engaging in preventive behaviors decreases the likelihood of developing future oral health and related health problems. In addition, oral diseases such as cavities and oral cancer cause pain and disability for many Americans[72].

Access

In the SVMC primary service area, a third of adults (38.0%) had dental insurance coverage, a smaller percentage when compared to Los Angeles County (48.2%) where nearly half of adults have coverage. SPA 4 (38.9%) had a slightly higher percentage of adults with dental insurance coverage than the SVMC primary service area but still much lower than adults in Los Angeles County (48.2%).

Table 93. Dental Insurance Coverage (Adults)

	Percentage
Service Planning Area 4	38.9%
Service Planning Area 6	37.1%
SVMC Primary Service Area	38.0% (avg.)
Los Angeles County	48.2%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

As of May 2013, there are a total of 8,417 dentists in Los Angeles County, making up over a quarter (26.7%) of dentists in California.

For an area to be determined a Dental Health Professional Shortage Area, there must be a population-to-dentist ratio of at least 5,000:1[73]. Los Angeles County does not meet this criterion, as the ratio is 1,184:1.

Table 94. Dentist Availability

	Number	Population to Dentist Ratio
Los Angeles County	8,417	1,184:1
California	31,559	

Data source: Office of Statewide Health and Planning and Development (OSHPD)
Data year: 2013
Source geography: County

Although the population-to-dentist ratio is not high enough in Los Angeles County to be considered a critical shortage, there is still an issue with access to dental care and its associated cost.

[72] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=32. Accessed [February 26, 2013].
[73] United States Department of Health and Human Services (n.d.). Dental HPSA Designation Overview. Rockville, MD. Available at http://bhpr.hrsa.gov/shortage/hpsas/designationcriteria/dentalhpsaoverview.html. Accessed [July 10, 2013].

Affordability

Often, dental insurance is limited and coverage is minimal, so people have to pay high out-of-pocket costs. In addition, the cost of dental services is often too high and therefore unattainable for the average person.

In the SVMC primary service area, over a third (36.3%) of adults could not afford dental care—including regular check-ups—which is slightly higher when compared to Los Angeles County (30.3%). SPA 4 reported an even higher percentage (37.6%) than the SVMC primary service area (36.3%) and Los Angeles County (30.3%). SPA 6 also reported a larger percentage (35.0%) than Los Angeles County (30.3%).

Table 95. Unable to Afford Dental Care (Adult)

	Percentage
Service Planning Area 4	37.6%
Service Planning Area 6	35.0%
SVMC Service Area	36.3% (avg.)
Los Angeles County	30.3%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

In Los Angeles County, a number of free or low-cost dental services are available for children through community clinics and state and county programs. However, many of those entities have been impacted by budget cuts, which have significantly limited the availability of those services.

In the SVMC primary service area, a slightly larger percentage (13.1%) of children were unable to afford dental care when compared to Los Angeles County (12.6%). SPA 6 reported a larger percentage (14.9%) than the SVMC primary service area (13.1%) and Los Angeles County (12.6%).

Table 96. Unable to Afford Dental Care by SPA (Child)

	Percentage
Service Planning Area 4	11.3%
Service Planning Area 6	14.9%
SVMC Primary Service Area	13.1% (avg.)
Los Angeles County	12.6%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

Disparities

In 2011, most adults in Los Angeles County were unable to afford dental care, regardless of age. Larger percentages of adults between the ages of 25 and 29 (38.7%), 30 and 39 (35.0%), and 50 and 59 (33.0%) were unable to afford dental care.

Table 97. Unable to Afford Dental Care By Age (Adult)

Age Group	Percentage
18–24 years old	27.0%
25–29 years old	38.7%
30–39 years old	35.0%
40–49 years old	30.4%
50–59 years old	33.0%
60–64 years old	27.0%
65 years old and older	19.1%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: County

In addition, a small percentage of children were unable to afford dental care. However, more children between the ages of 12 and 7 (15.3%) could not afford dental care when compared to children between the ages of 3 and 5 (10.9%0 and 6 and 11 (10.6%).

Table 98. Unable to Afford Dental Care By Age (Child)

Age Group	Percentage
3–5 years old	10.9%
6–11 years old	10.6%
12–17 years old	15.3%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: County

By ethnicity, over a third of African-American (38.0%) and Latino (36.6%) adults were unable to afford dental care, as were over a quarter of Asian/Pacific Islanders (27.3%) and American Indian/Alaskan Native (25.6%) adults and close to a quarter of White or Caucasian (21.0%) adults.

Table 99. Unable to Afford Dental Care By Ethnicity (Adult)

Age Group	Percentage
Latino	36.6%
White/Caucasian	21.0%
African-American	38.0%
Asian/Pacific Islander	27.3%
American Indian/Alaskan Native	25.6%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: County

By ethnicity, larger percentages of Latinos (14.4%) and African-American (14.4%) children had a difficult time obtaining dental care due to affordability, along with smaller percentages of Asian/Pacific Islander (9.1%) and White or Caucasian (8.7%) children. Data for American Indian/Alaskan Native children were not available, or the numbers were too small to report.

Table 100. Unable to Afford Dental Care By Ethnicity (Child)

Age Group	Percentage
Latino	14.4%
White/Caucasian	8.7%
African-American	14.4%
Asian/Pacific Islander	9.1%
American Indian/Alaskan Native	0.0%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: County

Stakeholders identified low-income adults, uninsured, the homeless (specifically veterans), Latinos, and those with diabetes as the most severely impacted.

Stakeholders identified Chinatown and Skid Row in Downtown Los Angeles as the most severely impacted.

Associated Drivers of Health

Poor oral health can be prevented by: decreasing sugar intake and increasing healthy eating habits to prevent tooth decay and premature tooth loss; consuming more fruits and vegetables to protect against oral cancer; smoking cessation; decreased alcohol consumption to reduce the risk of oral cancers, periodontal disease, and tooth loss; using protective gear when playing sports; and living in a safe physical environment[74]. In addition, oral health conditions such as periodontal (gum) disease have been linked to diabetes, heart disease, stroke, and premature, low-weight births[75]. For data concerning health drivers, please refer to Appendix C—Scorecard.

Primary Data

Stakeholders attributed poor oral health to the lack of affordable dental services, lack of access to dental services, and lack of education about health oral health behaviors such as brushing habits, when to visit doctors, etc. They also added that Medi-Cal phasing out dental coverage severely impacted adults.

> *"I needed two root canals so I visited a private dentist but the cost was double what USC charges, so I went to USC." (Focus Group Participant)*

17. Sexually Transmitted and Communicable Diseases

Sexually Transmitted Diseases (STDs) refer to diseases that are transmitted primarily through sexual activity. Despite cost and other consequences and complications, and the fact that they are preventable,

[74] World Health Organization, Oral health Fact Sheet. Geneva, Switzerland. Available at http://www.who.int/mediacentre/factsheets/fs318/en/index.html. Accessed [February 26, 2013].
[75] Centers for Disease Control and Prevention. *Mental Health and Chronic Diseases*. Available at http://www.cdc.gov/chronicdisease/resources/publications/aag/pdf/2011/Oral-Health-AAG-PDF-508.pdf. Accessed [May 1, 2013].

STDs remain a significant health issue in the United States. Untreated STDs can lead to serious long-term health consequences, especially for adolescent girls and young women[76].

Prevalence

In 2011, the acute hepatitis C prevalence rate per 100,000 adults was similar in the SVMC primary service area (0.1) as in Los Angeles County (0.4). However, the rate was slightly higher in SPA 4 (0.2).

Table 101. Acute Hepatitis C Prevalence Rate Per 100,000 Adults

	Rate
Service Planning Area 4	0.2
Service Planning Area 6	0.0
SVMC Primary Service Area	0.1 (avg.)
Los Angeles County	0.1

Data source: Los Angeles County Department of Public Health
Data year: 2011
Source geography: SPA

The chlamydia prevalence rate per 100,000 adults was much higher in the SVMC primary service area (793.6) than in Los Angeles County (512.9). The rate was even higher in SPA 6 (999.5) than in the SVMC primary service area (793.6) and Los Angeles County (512.9).

Table 102. Chlamydia Prevalence Rate Per 100,000 Adults

	Rate
Service Planning Area 4	587.7
Service Planning Area 6	999.5
SVMC Primary Service Area	793.6 (avg.)
Los Angeles County	512.9

Data source: Los Angeles County Department of Public Health
Data year: 2011
Source geography: SPA

Similarly, the gonorrhea prevalence rate per 100,000 adults was twice the rate in the SVMC primary service area (218.3) than that in Los Angeles County (103.4). The rate was even higher in SPA 6 (231.9) than the SVMC primary service area (218.3) and Los Angeles County (103.4).

Table 103. Gonorrhea Prevalence Rate Per 100,000 Adults

	Rate
Service Planning Area 4	204.7
Service Planning Area 6	231.9
SVMC Primary Service Area	218.3 (avg.)
Los Angeles County	103.4

Data source: Los Angeles County Department of Public Health
Data year: 2011

[76] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=37. Accessed [October 24, 2013].

Source geography: SPA

Disparities

Stakeholders identified low income minorities and those between the ages of 18 and 30 as the most impacted.

Stakeholders also identified the west side of SPA 4 and West Hollywood as the most impacted.

Associated Drivers of Health

The spread of STDs is directly linked to race and ethnicity, poverty, access to care, substance abuse, and sexual behaviors[77]. For data concerning health drivers, please refer to Appendix C—Scorecard.

Primary Data

Stakeholders mentioned the increase in STD rates, specifically syphilis and chlamydia.

18. Substance Abuse

Tobacco use is the most preventable cause of death and disease in the United States. Each year, approximately 443,000 Americans die from tobacco-related illnesses. For every person who dies from tobacco use, 20 more suffer with at least one serious tobacco-related illness. In addition, tobacco use costs the U.S. $193 billion annually in direct medical expenses and lost productivity[78]. Tobacco use is known to cause cancer, heart disease, lung disease (such as emphysema, bronchitis, and chronic airway obstruction), premature birth, low birth weight, stillbirth, and infant death[79].

Additionally, secondhand smoke has been known to cause heart disease and lung cancer in adults and severe asthma attacks, respiratory infections, ear infections, and sudden infant death syndrome (SIDS) in infants and children[80]. Smokeless tobacco use such as chewing tobacco can also cause a variety of oral health problems, like cancer of the mouth and gums, tooth loss, and periodontitis. In addition, cigar smoking may cause cancer of the larynx, mouth, esophagus, and lung[81].

Smokers

In 2011, a larger percentage (14.1%) of the adult population in the SVMC primary service area reported smoking when compared to Los Angeles County (13.1%), with a higher percentage of smokers in SPA 4 (14.9%).

[77] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=37. Accessed [October 24, 2013].
[78] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=41. Accessed [July 11, 2013].
[79] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=41. Accessed [July 11, 2013].
[80] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=41. Accessed [July 11, 2013].
[81] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=41. Accessed [July 11, 2013].

Table 1044. Currently Smoking

	Percentage
Service Planning Area 4	14.9%
Service Planning Area 6	13.3%
SVMC Primary Service Area	14.1% (avg.)
Los Angeles County	13.1%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

Disparities

In 2011, most tobacco users in Los Angeles County were between the ages of 25 and 29 (20.3%). Another 16.0% were between the ages of 30 and 39 and another 14.5% were between the ages of 50 and 59. Smaller percentages of the population in Los Angeles County who use tobacco are between the ages of 18 and 24 (9.7%), 60 and 64 (8.4%), and 65 years old or older (7.6%).

Table 105. Tobacco Use By Age

Age Group	Percentage
18–24 years old	9.7%
25–29 years old	20.3%
30–39 years old	16.0%
40–49 years old	13.1%
50–59 years old	14.5%
60–64 years old	8.4%
65 years old and older	7.6%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: County

In addition, larger percentages of the population in Los Angeles County who are tobacco users are American Indian/Alaskan Native (29.5%), African-American (17.2%), or White or Caucasian (15.2%). Smaller percentages of the population in Los Angeles County who use tobacco are Latino (11.9%) or Asian/Pacific Islanders (9.2%).

Table 106. Tobacco Use By Ethnicity

Age Group	Percentage
Latino	11.9%
White/Caucasian	15.2%
African-American	17.2%
Asian/Pacific Islander	9.2%
American Indian/Alaskan Native	29.5%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: County

Stakeholders identified the homeless, youth 12 years old and older, the uninsured, youth in or transitioning out of the foster care system, and low-income populations as the most severely impacted.

Stakeholders also identified Los Angeles and particularly Skid Row as the most severely impacted.

Marijuana Use

In 2011, a larger percentage of teens between the ages of 12 and 17 reported using marijuana in the past year (17.3%) in the SVMC primary service area than in Los Angeles County (10.2%). Over a quarter of teens in SPA 4 (26.3%) reported using marijuana in the past year, larger than the SVMC primary service area (17.3%) and twice as many than in Los Angeles County (10.2%).

Table 107. Teens 12-17 Who Have Used Marijuana in the Last Year

	Percentage
Service Planning Area 4	26.3%
Service Planning Area 6	8.2%
SVMC Primary Service Area	17.3% (avg.)
Los Angeles County	10.2%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

Alcohol- and Drug-Related Mental Illness

Alcohol and drug use is often associated with and linked to mental illness. In 2010, the rate per 100,000 adults of alcohol- and drug-induced mental illness in the SVMC primary service area was slightly higher (112.9) when compared to California (109.1). Rates in the SVMC primary service area were especially high in ZIP Codes 90046 (210.0), 90027 (179.4), 90010 (157.9), 90028 (156.7), 90057 (135.6), 90016 (132.4), and 90031 (129.7).

Table 108. Alcohol- and Drug-Induced Mental Illness Rate Per 100,000 Adults

ZIP Code	Rate
90004	72.4
90005	66.3
90006	71.0
90007	95.3
90008	99.0
90010	157.9
90011	79.9
90016	132.4
90017	79.9
90018	111.5
90019	100.8
90020	79.6
90026	110.5
90027	179.4
90028	156.7
90029	93.2
90031	129.7

ZIP Code	Rate
90037	112.4
90044	98.0
90046	210.0
90057	135.6
SVMC Primary Service Area	112.9 (avg.)
California	109.1

Data source: Office of Statewide Health Planning and Development (OSHPD)
Data year: 2010
Source geography: ZIP Code

Alcohol and Drug Treatment

In 2011, a slightly larger percentage (2.8%) of the adult population in the SVMC primary service area needed or sought treatment for an alcohol or substance abuse problem in the past five years when compared to Los Angeles County (2.5%). The percentage was even higher in SPA 4 (3.3%).

Table 109. Needed or Wanted Treatment for Alcohol or Drug Issues in the Past Five Years

	Percentage
Service Planning Area 4	3.3%
Service Planning Area 6	2.3%
SVMC Primary Service Area	2.8% (avg.)
Los Angeles County	2.5%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

Associated Drivers of Health

Factors that influence the use of tobacco include race/ethnicity, age, education, and socioeconomic status. Significant disparities in tobacco use exist geographically and typically result from differences in smoke-free protections, tobacco prices, and program funding for tobacco prevention[82].

Tobacco use is linked to and associated with cancer, heart disease, lung disease (such as emphysema, bronchitis, and chronic airway obstruction), premature birth, low birth weight, stillbirth, and infant death[83]. In addition, secondhand smoke has been known to cause heart disease and lung cancer in adults and severe asthma attacks, respiratory infections, ear infections, and sudden infant death syndrome (SIDS) in infants and children[84]. For data concerning health drivers, please refer to Appendix C—Scorecard.

[82] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=41. Accessed [July 11, 2013].
[83] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=41. Accessed [July 11, 2013].
[84] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=41. Accessed [July 11, 2013].

19. Vision

People with diabetes are at an increased risk of vision problems as diabetes can damage the blood vessels of the eye, potentially leading to blindness. Diabetics are 40% more likely to suffer from glaucoma and 60% more likely to develop cataracts compared to people without diabetes. People who have had diabetes for a long time or whose blood glucose or blood pressure is not under control are also at risk of developing retinopathy[85]. These kinds of vision impairment, cannot be corrected with glasses and typically require laser therapy or surgery[86]. Vision loss also makes it difficult for people to live independently.

As diabetes rates continue to rise among all age groups, vision complications tied to the disease are expected to increase as well. Vision care providers should expect to see more complications in the younger population as more children and adolescents are diagnosed with diabetes[87].

Many eye problems are not evident until quite advanced, but early detection and treatment can be effective in saving vision. For example, screening for people with diabetes can almost completely eliminate diabetes-related blindness. However, only about half of diabetics in the United States currently get regular eye exams[88].

Prevalence

In 2011, a smaller percentage of diabetic adults had an eye exam where their pupils were dilated in the SVMC primary service area (50.2%) than in Los Angeles County (63.3%). Far fewer in SPA 4 (37.3%) had an eye exam when compared to the SVMC primary service area (50.2%) and Los Angeles County (63.3%).

Table 110. Diabetic Adults Who Had An Eye Exam Where Pupils Were Dilated

	Percentage
Service Planning Area 4	37.3%
Service Planning Area 6	63.0%
SVMC Primary Service Area	50.2% (avg.)
Los Angeles County	63.3%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

Disparities

Stakeholders did not identify sub-populations or geographic disparities.

[85] American Diabetes Association. *Living with Diabetes.* Available at [http://www.diabetes.org/living-with-diabetes/complications/mens-health/serious-health-implications/blindness-or-vision-problems.html]. Accessed [March 5, 2013].
[86] Genevra Pittman, *Vision Loss Tied to Diabetes on the Rise.* Available at [http://www.reuters.com/article/2012/12/11/us-diabetes-vision-loss-idUSBRE8BA1AP20121211]. Accessed [March 5, 2013].
[87] Genevra Pittman, *Vision Loss Tied to Diabetes on the Rise.* Available at [http://www.reuters.com/article/2012/12/11/us-diabetes-vision-loss-idUSBRE8BA1AP20121211]. Accessed [March 5, 2013].
[88] Genevra Pittman, *Vision Loss Tied to Diabetes on the Rise.* Available at [http://www.reuters.com/article/2012/12/11/us-diabetes-vision-loss-idUSBRE8BA1AP20121211]. Accessed [March 5, 2013].

Associated Drivers of Health

Diabetes-related vision problems are linked to the length of time one has had diabetes, high blood glucose, and high blood pressure. For data concerning health drivers, please refer to Appendix C—Scorecard.

Primary Data

Stakeholders added that vision care services were not readily or easily accessible.

Appendix A—Data Collection Tools and Instruments

Metro Hospital Collaborative CHNA 2013
Resident Focus Group Protocol

Introduction:
Thank you for participating in this focus group discussion. We are holding discussion groups as part of a community needs assessment for a collaborative of Los Angeles-based hospitals (Good Samaritan Hospital, St. Vincent Medical Center, California Hospital Medical Center) to help them better understand community needs and identify the type of support the collaborative can provide to its diverse communities. Therefore, we would like get your ideas about the most important health issues facing your community. In addition, we will ask about what community members need to be healthier as well as the availability of services to meet those needs. Please share your honest opinions and experiences and allow other to express theirs freely. Your responses will not be associated with your name in the report and only to ensure your confidentiality and anonymity. Does anyone have any questions before we get started?

Note to facilitator: *Review health data for appropriate hospital in order to effectively probe where appropriate.*

HEALTH NEEDS AND DRIVERS OF HEALTH

1. What are some of the **major health issues** that affect individuals in your community overall?
    a. Have they gotten **better or worse** over time (past 5 years)?
    b. What populations are **most affected** by these needs? Why? ***(ask by issue, if possible)***

2. Are there **social or environmental factors** that have contributed to health needs or trends? Which? **Other factors**? (i.e. such as substance use, unemployment, etc.)

COMMUNITY ASSETS

3. For those of you who **have a chronic health condition** such as asthma, diabetes or heart diseases, how do you keep your **condition under control**?
    a. What would help you manage your condition better? (i.e. support from health care provider, disease specific information, etc.)

4. What other **health or social services are available** to you in the community?
    a. **Where** do community members go to receive or obtain information on health services?
    b. Does **access differ** for certain populations or groups?
    c. How do you prefer to **receive information** about important health issues or available services? [newspaper, radio, community clinic, flyers, billboards]

ACCESS TO PRIMARY CARE

5. What kind of **insurance programs** do you and your family use?
    a. What **other kinds** of insurance programs are you aware of?
    b. If you are **uninsured**, why?
    c. How does insurance **impact/effect your ability** to get the health care you or your family members need?

6. What health **services are most difficult to access or are missing** in the community? [**DO NOT SAY ALOUD:** *For example, this could include community clinics, healthcare providers for low-income/uninsured, health workshops, dental care, vision care, substance abuse services, mental health care, free health fairs, resources for pregnant women, etc.]*
    a. Does this affect certain **communities/geographic areas** more than others? Which?
    b. What **factors** contribute to this?

7. What other **challenges** keep individuals from **seeking help/care**? [**DO NOT SAY ALOUD:** *For example, this could be a lack of awareness of available resources, language barriers, lack of bilingual healthcare providers, immigration status/issues, lack of transportation or childcare, cultural values/beliefs, unsafe neighborhood, working multiple jobs/lack of time, etc.]*

8. Which **healthy behavior is the most difficult to encourage/promote** in the community? Why?
    d. Are there any healthy behaviors that are the hardest to promote for **certain communities/geographic areas**? Which? Why?
    e. Based on your knowledge of this community, what are some **possible strategies** for addressing this?

HEALTH CARE UTILIZATION

9. What does **preventative/preventive healthcare** mean to you?
    a. What do you do to stay healthy?
    b. Do culture or community norms influence the health behaviors of community members? How?

10. If you are not feeling well [not an emergency], where do you usually **go for care**? *[Prompt for other providers: alternative health care including curanderos, traditional healers, use of herbs and natural medicines]*
    a. Where are they **located**? How do you **get there**?
    b. Do you feel that it's getting easier or harder to **obtain healthcare**? Why?

HOSPITALS ROLE

11. What **role could hospitals** play in addressing the health service needs of this community?

Metro Hospital Collaborative CHNA 2013
Resident Focus Group Protocol

Introduction:
Gracias por participar en esta plática. Mi organización fue contratada por tres hospitales (Good Samaritan Hospital, St. Vincent Medical Center, California Hospital Medical Center) para llevar a cabo un estudio sobre la salud de las comunidades en el condado para mejorar los servicios médicos y sociales y para identificar el tipo de apoyo necesario para combatir la mala salud en la comunidad. Por eso es importante que nos digan cuales son los problemas de salud más grandes en su comunidad para poder identificar arias de necesidad y los servicios disponibles para servir esas necesidades. Por favor sean honestos y respetosos de los demás. Esto será completamente confidencial. ¿Tienen preguntas antes de empezar?

NECESIDADES DE SALUD GENERALES

1. ¿Cuales son algunos de los **temas de salud afectando** la comunidad?
    a. ¿Han **mejorado o no** en los últimos 5 años?
    b. ¿Quiénes son **los más afectados**? ¿Por qué?

2. ¿Existen **elementos sociales o condiciones** que han contribuido a la mala salud de la comunidad? ¿Cuáles? ¿**Otros factores**? (*Por ejemplo:* abuso de alcohol o drogas, desempleo, etc.)

SERVICIOS EXISTENTES (SALUD Y SOCIALES)

3. ¿Los que tienen **problemas de salud** como diabetes o problemas del corazón, como mantienen su enfermedad **bajo control**?
    a. ¿Qué otro tipo de ayuda necesita para mantener su enfermedad bajo control? (*Por ejemplo:* apoyo de su doctor, información, etc.)

4. ¿Cuáles **servicios de salud o sociales** están disponibles en su comunidad?
    a. ¿**A dónde van** residentes para obtener información sobre servicios de salud?
    b. ¿Hay **diferencias** en acceso para diferentes grupos?
    c. ¿Cómo **prefiere recibir** este tipo de información?

USO DE SERVICIOS DE SALUD

5. ¿Qué tipo de **seguro médico** utilizar usted y su familia?
    a. ¿Hay **otros tipos** de seguro médico?
    b. ¿**Si no tienen** seguro médico, porque?
    c. ¿**Cómo le afecta** tener seguro médico cuando necesita atención médica?

6. ¿Ahí **servicios que son difíciles de utilizar** en la comunidad? *[Por ejemplo, puede ser clínicas comunitarias, proveedores de salud para gente con bajos recursos o sin seguro médico, clases de*

salud, cuidado dental o de visión, servicios para el abuso de sustancias, servicios de salud mental, ferias de salud gratuitas, recursos para mujeres embarazadas]

a. ¿Cuáles comunidades son las **más afectadas**? ¿Por qué?
b. ¿Cuáles son las **barreras**?

7. ¿Hay otros problemas o **situaciones que impiden** a la gente buscar ayuda? *[Por ejemplo, falta de conocimiento de recursos disponibles, lenguaje, falta e proveedores bilingües, estate inmigratorio, falta de transportación cuidado de niño, valores o crianzas de cultura, falta de seguridad en la comunidad, falta de tiempo, etc.]*

8. ¿Cuál **comportamiento saludable** es más difícil de promover en la comunidad? ¿Por qué?
   a. ¿Cuáles comunidades son las **más afectadas**? ¿Por qué?
   b. ¿Cuáles son las mejores formas de tratar de cambiar esto?

USO DE SERVICIOS MÉDICOS

9. ¿Para usted **que es medicina preventivita**?
   c. ¿**Qué hace** para mantenerse saludable?
   d. ¿Hay **algo que afecta** los comportamientos saludables como cultura o costumbres? ¿Cómo?

10. ¿A dónde van cuando **no se sienten bien**? *[Por ejemplo: curanderos, naturalistas, etc.]*
    e. ¿En **dónde** están localizados? ¿**Cómo llega** a ese lugar?
    f. ¿Siente que se está **facilitando el uso** de servicios médicos? ¿Por qué?

PAPEL DE HOSPITALES

11. ¿**Cómo pueden responder los hospitales** a las necesidades de salud en la comunidad?

Metro Hospital Collaborative CHNA 2013
Provider Focus Group Protocol

Introduction:
The Center for Nonprofit Management is working with a collaborative of Los Angeles-based hospitals (Good Samaritan Hospital, St. Vincent Medical Center, California Hospital Medical Center) to conduct their 2013 Community Health Needs Assessment. We are talking to health experts to obtain their perspective on the most important health issues facing the local community and to identify areas of need as well as the availability of services to meet those needs. All the information collected will help local medical centers improve and better target their services. The information you provide will not be associated with your name and will only be reported in an aggregated manner.

Note to facilitator: *Review health data for appropriate hospital in order to effectively probe where appropriate.*

Area of expertise:

Primary service area:

Population served:

GENERAL ISSUES

1. What are some of the **major health issues** that affect individuals in your service population?
    a. Have they gotten **better or worse** over time (past 5 years)?
    b. What populations are **most affected** by these needs? Why? ***(ask by issue, if possible)***

2. Are there **social or environmental factors** that have contributed to health needs or trends? Which? **Other factors**? (i.e. such as substance use, unemployment, etc.)

COMMUNITY ASSETS

3. What **health or social services are available** in your local community?
    f. **Where** do community members go to receive or obtain information on health services?
    g. Does **access differ** for certain populations or groups?
    h. From your experience, what are the best ways to **disseminate information** about important health issues or available services? [newspaper, radio, community clinic, flyers, billboards]

ACCESS TO PRIMARY CARE

4. What health **services are most difficult to access or are missing** in the community? [**DO NOT SAY ALOUD:** *For example, this could include community clinics, healthcare providers for low-income/uninsured, health workshops, dental care, vision care, substance abuse services, mental health care, free health fairs, resources for pregnant women, etc.]*
    c. Does this affect certain **communities/geographic areas** more than others? Which?
    d. What **factors** contribute to this?

5. What kinds of **challenges** does your service population experience when trying to get the care they need? [e.g., transportation, language barriers, lack of information, no health insurance, economic constraints]
    a. Who tends to have the **most difficulty**?
    b. How might these **challenges be addressed**?

6. Which **healthy behaviors is the most difficult to encourage/promote** in the community? Why?
    a. Are there any healthy behaviors that are the hardest to promote for **certain communities/geographic areas**? Which? Why?
    b. Based on your knowledge of this community, what are some **possible strategies** for addressing this?

HEALTH CARE UTILIZATION

7. To what extent does your service population **utilize basic health care services** (including preventive care) and **where** do community members **access those services**? What other community **assets are available** to community members?

HOSPITALS ROLE

8. What specifically could **hospitals** do to help address the needs you identified?

9. Do you see any potential areas for **collaboration or coordination** among service providers to better meet the needs of your service population? Explain.

OUTREACH

10. What would be the most effective **way to provide information** to your service population about the availability of health and other services?
    a. Is there a **particular message** that would appeal to community members?

11. Is there **anything else** you would like to add?

Metro Hospital Collaborative CHNA 2013

Stakeholder Interview Protocol

Introduction:
The Center for Nonprofit Management is working with a collaborative of Los Angeles-based hospitals including California Hospital Medical Center, Good Samaritan Hospital, and St. Vincent Medical Center, to conduct their 2013 Community Health Needs Assessment. We are talking to health experts to obtain their perspective on the most important health issues facing the local community and to identify areas of need as well as the availability of services to meet those needs. All the information collected will help local medical centers improve and better target their services. The information you provide will not be associated with your name and will only be reported in an aggregated manner.

Area of expertise:

Primary service area:

Population served:

GENERAL ISSUES

1. What are some of the **major health issues** that affect individuals in your service population?
    a. Have they gotten **better or worse** over time (past 5 years)?
    b. What populations are **most affected** by these needs? Why? ***(ask by issue, if possible)***

2. Are there **social or environmental factors** that have contributed to health needs or trends? Which? **Other factors**? (i.e. such as substance use, unemployment, etc.)

COMMUNITY ASSETS

3. Where do **community members go** if they have chronic health issues?
    a. Where do they go if they **need specialized care**?
    b. Where do they go if they **need mental health care**?

4. What other **health or social services are available** to in your local community?
    i. **Where** do community members go to receive or obtain information on health services?
    j. From you experience, what are the best ways to **disseminate information** about important health issues or available services? [newspaper, radio, community clinic, flyers, billboards]
    k. Does **access differ** for certain populations or groups?

HEALTH CARE UTILIZATION

5. To what extent does your service population **utilize basic health care services** (including preventive care) and **where** do community members **access those services**? What other community **assets are available** to community members?

ACCESS TO PRIMARY CARE

6. What health **services are most difficult to access or are missing** in the community? [**DO NOT SAY ALOUD:** *For example, this could include community clinics, healthcare providers for low-income/uninsured, health workshops, dental care, vision care, substance abuse services, mental health care, free health fairs, resources for pregnant women, etc.]*
    e. Does this affect certain **communities/geographic areas** more than others? Which?
    f. What **factors** contribute to this?

7. What kinds of **challenges** does your service population experience when trying to get the care they need? [e.g., transportation, language barriers, lack of information, no health insurance, economic constraints]
    c. Who tends to have the **most difficulty**?
    d. How might these **challenges be addressed**?

HOSPITALS ROLE

8. What specifically could **hospitals** do to help address the needs you identified?

9. Do you see any potential areas for **collaboration or coordination** among service providers to better meet the needs of your service population? Explain.

OUTREACH

10. What would be the most effective **way to provide information** to your service population about the availability of health and other services?
    b. Is there a **particular message** that would appeal to community members?

11. Is there **anything else** you would like to add?

Appendix B—Stakeholders

Focus Group Participants (Identification)

Leaders, Representatives, or Members of Medically Underserved Persons, Low-Income Persons, Minority Populations, and Populations With Chronic Disease Needs					
	Group Size	**Description of Leadership, Representative, or Member Role**	**What Group(s) Do They Represent?**	**Date of Consult**	**Type of Consult**
1.	6 participants	Health care providers	Health access, children, youth and families, minority populations	10/12/12	Focus Group
2.	6 participants	Promotoras	Minority populations, underserved, dental care, reproductive care, outreach	10/12/12	Focus Group
3.	10 participants	Residents and clients	Latino, minority, and underserved populations	10/30/12	Focus Group
4.	4 participants	Residents and clients	Pilipino, Tagalog-speaking, minority, and underserved populations	9/26/12	Focus Group
5.	6 participants	Residents and clients	Chinese/Mandarin-speaking, minority, and underserved populations	9/26/12	Focus Group

Leaders, Representatives, or Members of Medically Underserved Persons, Low-Income Persons, Minority Populations, and Populations With Chronic Disease Needs					
	Group Size	**Description of Leadership, Representative, or Member Role**	**What Group(s) Do They Represent?**	**Date of Consult**	**Type of Consult**
6.	16 participants	Social service providers	Social service providers serving low-income, minority, chronic disease populations	9/18/12	Focus Group
7.	3 participants	Business and education leaders	Serving youth, business development, and land use	10/3/12	Focus Group
8.	16 participants	Residents and clients	Latino, minority, and underserved populations	9/20/2013	Focus Group
9.	9 participants	Promotoras	Minority populations, underserved, dental care, reproductive care, outreach	9/23/2013	Focus Group
10.	9 participants	Residents and clients	Latino, minority, and underserved populations	10/17/2013	Focus Group

Interviews Participants (Identification)

Individuals with special knowledge of or expertise in public health						
	Name (Last First)	**Title**	**Affiliation**	**Public Health Knowledge/ Expertise**	**Date of Consult**	**Type of Consult**
1.	Alexander, Patricia	Community Liaison Representative	Los Angeles County Department of Public Health	Public health and health services	9/29/13	Interview
2.	Alfaro, Verenisa	Clinical Social Worker	LAUSD Parent & Community Engagement	Social services	10/10/13	Interview
3.	Anderson, Margot	CEO	The Laurel Foundation	Business management, camp management, serving youth and families with HIV/AIDS	9/25/12	Interview
4.	Ballesteros, Al	CEO	JWCH Institute (John Wesley Community Health)	FQHC, primary care, mental health care for homeless and dual-diagnosis, HIV services	10/19/12	Interview
5.	Blakeney, Karen	Executive Director	Chinatown Service Center	Serving Asian Pacific immigrant and Latino communities (family resource center, clinics, workforce development)	10/22/12	Interview
6.	Boller, Robert	Director of Programs	Project Angel Food	Men, women, and children affects by HIV/AIDS, cancer, and other life-threatening illnesses.	9/6/13	Interview

Individuals with special knowledge of or expertise in public health						
	Name (Last First)	**Title**	**Affiliation**	**Public Health Knowledge/ Expertise**	**Date of Consult**	**Type of Consult**
7.	Bryan, Cynthia	Vice President, Human Resources	Didi Hirsh Mental Health Services	Human resource management	10/2/12	Interview
8.	Chidester, Cathy	Director of EMS	Los Angeles County ER Services	Public health and health services, emergency response services	9/4/13	Interview
9.	Coan, Carl	Executive Director	Eisner Pediatric Child and Family Center	Public health, human genetics, health care administration, and management	8/30/13	Interview
10.	Cox, Debra	Senior Director Foundation Relations	American Heart Association	Health equity, research, and funding	10/5/12	Interview
11.	Donovan, Kevin	Staff Analyst	Los Angeles County Department of Public Health, Maternal, Child and Adolescent Health Programs	Maternal, child, and adolescent health	10/2/12	Interview
12.	Kappos, Barbara	Executive Director	East Los Angeles Women's Center	Domestic violence, sexual assault, and HIV	10/19/12	Interview
13.	Kim, Chrissy InHwe	Director of Health Program	American Cancer Society	General cancer education, research, and resources.	10/11/13	Interview
14.	Mandel, Susan, Ph.D.	President, CEO	Pacific Clinics	Clinical management and administration	10/3/12	Interview

Individuals with special knowledge of or expertise in public health						
	Name (Last First)	**Title**	**Affiliation**	**Public Health Knowledge/ Expertise**	**Date of Consult**	**Type of Consult**
15.	Marin, Maribel	Los Angeles Executive Director	211	Information and referral service serving LA County	10/15/12	Interview
16.	Martinez, Margie	CEO	Community Health Alliance of Pasadena	Public health	10/22/12	Interview
17.	Mondy, Cristin	Health Officer	Los Angeles County Department of Public Health	Public health and health services	10/8/13	Interview
18.	Munoz, Randy	Vice Chair	Latino Diabetes Association	Diabetes, preventive medi-cine, low-income, undocumented, and un/underinsured	10/22/12	Interview
19.	Murphy, Colleen	Director of Community Initiatives	PATH	Homeless population	8/29/13	Interview
20.	Nathason, Niel, DDS	Associate Dean	USC School of Dentistry	Low-income dental care services including children, youth, and adults, both in mobile and clinical contexts. Primary populations are low-income, disadvantaged and/or indigent.	9/12/12	Interview

Individuals with special knowledge of or expertise in public health						
	Name (Last First)	**Title**	**Affiliation**	**Public Health Knowledge/ Expertise**	**Date of Consult**	**Type of Consult**
21.	Portillo, Cesar	VP Advancement	LA Child Guidance Center	Low-income health care services including children, youth, and adults. Primary populations are low-income, disadvantaged and/or indigent.	9/10/13	Interview
22.	Rayfield, Beth	Director of Development	Coalition for Humane Immigrant Rights of Los Angeles	International labor union; organizing, working conditions, and contractual rights	10/2/12	Interview
23.	Reyna, Franco	Associate Director	American Diabetes Association	Diabetes, preventive medi-cine, low-income, undocumented, and un/underinsured	10/8/13	Interview
24.	Sayno, Jeanette H.	Bi-lingual Community Outreach Development Worker	FASGI	Low-income health and mental care services for low-income seniors.	9/13/13	Interview
25.	Schiffer, Wendy MSPH	Director of Planning and Evaluation	California Children's Medical Services	Public health and health services	10/3/12	Interview

Individuals Consulted from Federal, Tribal, Regional, State or Local Health Departments or Other Departments or Agencies with Current Data or Other Relevant Information						
	Name (Last, First)	**Title**	**Affiliation**	**Type of Department**	**Date of Consult**	**Type of Consult**
1.	Chidester, Cathy MSN	Director of EMS	Los Angeles County Emergency Medical Services (EMS)	Coordinating emergency services, including fire department, hospitals, and ambulance companies	10/17/12	Interview
2.	Donovan, Kevin	Staff Analyst	Los Angeles County Department of Public Health– Maternal, Child and Adolescent Health Programs	Local health department	10/2/12	Interview
3.	Murata, Dennis	Deputy Director	Los Angeles County Department of Mental Health	Local health department	10/22/12	Interview

Prioritization Participants

	Name (Last, First)	**Affiliation**	**Public Health Knowledge/Expertise**	**Prioritization Session**	**Prioritization Survey**
1.	Bantug, Shirley B.	Filipino American Service Group, Inc.	Low-income health and mental care services for low-income seniors	Yes	Yes
2.	Boller, Robert	Project Angel Food	Men, women, and children with HIV/AIDS, Cancer, and life-threatening illnesses	No	Yes
3.	Brown, Tony	Heart of Los Angeles (HOLA)	Underserved youth living in high-risk communities	Yes	Yes
4.	Cervantes, Rachel	Alexandria House	Women and children in need of transitional housing and services	Yes	Yes

	Name (Last, First)	Affiliation	Public Health Knowledge/Expertise	Prioritization Session	Prioritization Survey
5.	Coan, Carl	Eisner Pediatric and Family Medical Center	Public health, human genetics, health care administration, and management	Yes	Yes
6.	del Rosario, Jesse	Filipino American Service Group, Inc.	Low-income health and mental care services for low-income seniors.	Yes	Yes
7.	Diaz, Carmen Molina	USC School of Dentistry	Low-income dental care services including children, youth, and adults, both in mobile and clinical contexts. Primary populations are low-income, disadvantaged and/or indigent.	No	Yes
8.	Donahue, Carole	SOSMentor	At-risk and underserved youth, health education, and advocacy	No	Yes
9.	Forman, Linda	Alliance for Housing and Healing	Men, women, children and families living with HIV/AIDS	Yes	Yes
10.	Gibb, Gordon	St. Barnabas Senior Services	Ageing population, nutrition and health education	Yes	Yes
11.	Goddard II, Terry	Alliance for Housing and Healing	Men, women, children and families living with HIV/AIDS	No	Yes
12.	Gorman, Dale	Kids Community Dental Clinic	Low-income children and their families in need of oral health care services	No	Yes

	Name (Last, First)	Affiliation	Public Health Knowledge/Expertise	Prioritization Session	Prioritization Survey
13.	Gramajo, Lilian	St. Vincent Medical Center	Public health and health services	No	Yes
14.	Guzman, Laura M.	Braille Institute	Blind and visually impaired both	Yes	Yes
15.	Hoh, John MD	Asian Pacific Health Care Venture, Inc.	Health services including general diagnosis and treatment, behavioral health services, walk-in pregnancy testing, testing for HIV/AIDS and STIs, and screenings for bone density, breast, and cervical cancer.	No	Yes
16.	Howland, Susan	Alzheimer's Association	Alzheimer's disease and dementia	Yes	Yes
17.	Joe, Connie Chung	Korean American Family Services (KFAM)	Health and social services for Korean-American families	Yes	Yes
18.	Jordan, Christine	Toberman Neighborhood Center	Social support services and program for at-risk children and families	No	Yes
19.	Krowe, William	Alexandria House	Women and children in need of transitional housing and services	Yes	Yes
20.	Leal, Jesus	St. Vincent Medical Center, Casa de Amigos Community Learning Center	Public health and health services	No	Yes
21.	Lee, Susan	CSH - Corporation for Supportive Housing	Housing support services for at-risk populations	No	Yes

	Name (Last, First)	Affiliation	Public Health Knowledge/Expertise	Prioritization Session	Prioritization Survey
22.	Martin, Margaret	Harmony Project	At-risk youth in underserved communities	Yes	Yes
23.	Matos, Veronica	Heart of Los Angeles (HOLA)	Underserved youth living in high-risk communities	Yes	Yes
24.	Nathason, Niel	USC School of Dentistry	Low-income dental care services including children, youth, and adults, both in mobile and clinical contexts. Primary populations are low-income, disadvantaged and/or indigent.	No	Yes
25.	Nunez, Trini E.	A Window Between Worlds	Domestic violence support services	Yes	Yes
26.	Pardo, Luis	Worksite Wellness LA	Low-income, underserved families; health education	No	Yes
27.	Portillo, Cesar	Los Angeles Child Guidance Center	Low-income health care services including children, youth, and adults. Primary populations are low-income, disadvantaged and/or indigent.	Yes	Yes
28.	Reyes, Perla S.	Mother Movement	At-risk mothers	Yes	Yes
29.	Rivera, Jennifer	Los Angeles County Department of Public Health - Community Health Service	Public health and health services	Yes	Yes
30.	Sayno, Jeanette H.	Filipino American Service Group, Inc.	Low-income health and mental care services for low-income seniors.	Yes	Yes

	Name (Last, First)	Affiliation	Public Health Knowledge/Expertise	Prioritization Session	Prioritization Survey
31.	Striekland, Myungeum	Angelus Plaza Senior Housing	Low-income seniors	Yes	Yes

Appendix C—Scorecard

2013 Metro Collaborative CHNA - Health Needs and Drivers Summary Scorecard

DATA INDICATOR

Legend
†Data from secondary sources aggregated using ZIP codes in the hospital service area
^Data from secondary sources reflecting the entire Service Planning Area (SPA)
*Data reflect the county level
An *italicized indicator* denotes qualitative data collected in the community focus group
Comparison levels: CA - California LAC - LA County

DATA INDICATOR	Year of Data	Healthy People 2020 Target	Comparison Level	Comparison Average	CHMC Service Area Average	CBI Service Area Average	SVMC Service Area Average	Focus Groups** (n=10)	Interviews** (n=20)
HEALTH NEEDS									
Alcohol Abuse									
Percent of adults 18 and older who reported binge drinking in the past month^	2011		LAC	15.4%	17.2%	18.1%	18.1%		
Percent of adults 18 and older who reported drinking alcohol in the past month^	2011		LAC	51.9%	54.3%		46.6%		
Percent of adults 18 and older who reported heavy drinking in the past month^	2011		LAC	3.5%	3.6%	3.6%	3.6%		
Percent of adults 18 and older who reported they needed or wanted treatment for alcohol or drug program (excluding tobacco) in the past 5 years^	2011		LAC	2.5%	2.4%	2.8%	2.8%		
Alcoholism									
Allergies									
Percent of teens with allergies^	2007		LAC	24.9%	27.1%	32.5%	32.5%		
Allergies									
Alzheimer's Disease									
Rate of Alzheimer's disease mortality rate per 10,000 adults†	2010		CA	2.9	9.8	7.0	10.5		
Memory loss									
Arthritis									
Percent of adults diagnosed with arthritis^	2011		LAC	17.4%	16.3%		15.9%		
Arthritis									
Asthma									
Percent of children 17 and under who were diagnosed with asthma^	2011		LAC	9.0%	7.5%		6.9%		
Asthma									
Breast Cancer									
Rate of breast cancer incidence per 100,000 adults*	2009		CA	122.0	116.0		116.0		
Rate of breast cancer mortality per 100,000 adults†	2008		LAC	21.2	17.1		18.1		
Breast cancer									
Cancer, in general									
Percent of women that had a cervical cancer screening in the last 3 years^	2011		LAC	82.8%	84.1%		84.7%		
Percent of women that had a mammogram in the last 2 years^	2011		LAC	79.8%	79.2%	79.2%	79.2%		
Rate of cancer mortality per 100,000 adults†	2010		CA	15.1	58.5	34.4	59.5		
Rate of cervical cancer incidences per 100,000 adults*	2010		CA	8.0	9.4		9.4		
Rate of cervical cancer mortality per 100,000 adults†	2008		LAC	3.0	5.3		22.0		
Rate of prostate cancer incidences per 100,000 adults*	2010		CA	140.3	134.3		134.3		
Brain cancer									
Cancer, in general									
Cervical cancer									

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2013 Metro Collaborative CHNA - Health Needs and Drivers Summary Scorecard

DATA INDICATOR Legend ^Data from secondary sources aggregated using ZIP codes in the hospital service area *Data from secondary sources reflecting the entire Service Planning Area (SPA) +Data reflect the county level An *italicized indicator* denotes qualitative data collected in the community focus group Comparison levels: CA - California LAC - LA County	Year of Data	Healthy People 2020 Target	Comparison Level	Comparison Average	CHMC Service Area Average	Glen Service Area Average	SVMC Service Area Average	Focus Groups** (n=10)	Interviews** (n=20)
Ovarian cancer									
Prostate cancer									
Stomach cancer									
Cardiovascular Disease									
Percent of adults receiving heart disease management services from a care provider^	2011-2012		LAC	73.3%	71.0%		70.6%		
Percent of heart disease prevalence*	2011		LAC	24.0%	22.6%	24.4%	24.4%		
Rate of cardiovascular disease mortality per 10,000 adults†	2010		CA	15.6	68.3	42.0	73.8		
Rate of heart disease hospitalization per 100,000 adults†	2010		CA	367.1	445.3	418.3	424.6		
Cardiovascular disease									
Cholesterol									
Percent of adults 18 and older ever diagnosed with high cholesterol^	2011		LAC	25.6%	24.6%		23.5%		
Cholesterol									
Colorectal Cancer									
Percent who had a doctor recommend a colon test in the past 5 years*	2011-2012		LAC	35.1%	34.5%		24.1%		
Percent who had a sigmoidoscopy, colonoscopy, or FOBT^	2011-2012	[illegible]	LAC	75.7%	75.2%	70.1%	70.1%		
Rate of colorectal cancer incidences per 100,000 adults*	2010	[illegible]	CA	37.3	38.2	38.2	38.2		
Rate of colorectal cancer mortality per 100,000 adults†	2008		LAC	11.2	8.8		9.8		
Colorectal cancer									
Diabetes									
Percent of adults 18 and older ever diagnosed with diabetes^	2011		LAC	9.5%	8.2%		8.7%		
Percent of adults who feel confident in their ability to manage their diabetes^	2011-2012		LAC	86.4%	79.8%	80.1%	80.1%		
Rate of adult diabetes hospitalizations per 100,000 adults†	2010		CA	145.6	228.2	197.3	193.3		
Rate of diabetes mortality per 10,000 adults†	2010		CA	1.9	8.4	9.8	9.8		
Rate of hospitalizations for uncontrolled diabetes per 100,000 adults†	2009		CA	9.5	24.1	22.5	20.3		
Rate of youth diabetes hospitalizations per 100,000 adults†	2010		CA	34.9	26.8		21.6		
Diabetes									
Hypertension									
Percent of adults ever diagnosed with high blood pressure*	2011	[illegible]	LAC	24.0%	22.6%	24.4%	24.4%		
Percent of adults taking any medications to control their high blood pressure^	2009	[illegible]	LAC	70.4%	68.5%	65.3%	65.3%		
Rate of hypertension mortality per 10,000 adults†	2010		CA	1.0	5.1	2.6	5.1		
Hypertension									
HIV/AIDS									
Rate of HIV mortality per 100,000 adults*	2012		LAC	3.0	5.7	6.8	6.8		
Rate of HIV/AIDS hospitalizations per 100,000 adults†	2010		CA	11.0	36.5	56.1	43.4		

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2013 Metro Collaborative CHNA - Health Needs and Drivers Summary Scorecard

DATA INDICATOR Legend †Data from secondary sources aggregated using ZIP codes in the hospital service area ^Data from secondary sources reflecting the entire Service Planning Area (SPA) *Data reflect the county level An *italicized indicator* denotes qualitative data collected in the community focus group Comparison levels: CA - California LAC - LA County	Year of Data	Healthy People 2020 Target	Comparison Level	Comparison Average	CHMC Service Area Average	ESH Service Area Average	SVMC Service Area Average	Focus Groups** (n=10)	Interviews** (n=28)
Rate of HIV/AIDS incidences per 100,000 adults^	2012		LAC	24.9	38.9	55.7	55.7		
HIV/AIDS									
Mental Health									
Average number of poor mental and/or physical health days in the past month reported by adults^	2011		LAC	5.4	5.3	5.9	5.9		
Percent of adults 18 and older ever diagnosed with anxiety^	2011		LAC	11.3%	11.5%		11.1%		
Percent of adults 18 and older ever diagnosed with depression^	2011		LAC	12.2%	12.1%		12.1%		
Percent of adults who had serious psychological distress in the last year^	2011-2012		LAC	8.0%	8.1%	9.2%	9.2%		
Percent of adults who received adequate social an emotional support^	2011		LAC	64.0%	70.3%	64.4%	64.4%		
Rate of adult alcohol and drug induced mental illness per 100,000 adults†	2010		CA	109.1	102.0	199.9	112.9		
Rate of adult hospitalizations per 100,000 adults†	2010		CA	551.7	763.1	1091.3	715.0		
Rate of suicides per 10,000 adults†	2010	10.2	CA	1.0	0.6	1.1	0.7		
Rate of youth (under 18) hospitalizations per 100,000 adults†	2010		CA	256.4	343.5	302.4	308.5		
Anxiety									
Attention deficit hyperactivity disorder (ADHD)									
Autism									
Behavioral issues									
Bi-polar disease									
Depression									
Developmental delays									
Mental health (general)									
Post Traumatic Stress Disorder									
Stress									
Suicide									
Obesity/Overweight									
Percent of adults who are obese^	2011-2012	30.5%	LAC	24.7%	15.7%		15.6%		
Percent of adults who are overweight^	2011-2012		LAC	34.2%	29.4%		25.9%		
Percent of children 2-11 years old who are overweight^	2011-2012		LAC	13.3%	12.0%	16.1%	16.1%		
Percent of teens 12-17 years old who are overweight or obese^	2011-2012		LAC	17.1%	13.6%		14.5%		
Obesity									
Oral Health (see Specialty Care Access below)									
Oral health									
Sexually Transmitted Diseases									
Rate of hepatitis C prevalence per 100,000 adults^	2011		LAC	4.0	0.1		0.1		
Rate of chlamydia prevalence per 100,000 adults^	2011		LAC	512.9	592.4	793.6	793.6		

2013 Metro Collaborative CHNA - Health Needs and Drivers Summary Scorecard

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Rate of gonorrhea prevalence per 100,000 adults^	2011		LAC	103.4	154.7	218.3	218.3		
Chlamydia									
Gonorrhea									
Hepatitis C									
Sexually transmitted diseases									
Sexually transmitted infections									
Substance Abuse									
Percent of adults 18 and older who are currently smoking^	2011		LAC	13.1%	12.7%	14.1%	14.1%		
Percent of adults 18 and older who reported they needed or wanted treatment for alcohol or drug program (excluding tobacco) in the past 5 years^	2011		LAC	2.5%	2.4%	2.8%	2.8%		
Percent of teens 12-17 who used marijuana in the past year^	2011-2012		LAC	10.2%	14.2%	17.3%	17.3%		
Rate of alcohol/drug induced mental disease hospitalizations per 100,000 adults†	2010		CA	109.1	102.0	199.9	112.9		
Substance abuse									
Vision									
Percent of adults who had an eye exam with dilated pupils in last year^	2009		LAC	63.3%	57.6%		50.2%		
Vision									
DRIVERS OF HEALTH									
Alcohol and Substance Abuse									
Percent of adults 18 and older who are currently smoking^	2011		LAC	13.1%	12.7%	14.1%	14.1%		
Rate of alcohol retailers per 1,000 adults†	2012			N/A	1.8		2.2		
Liquor store access									
Marijuana dispensaries (increase)									
Community violence									
Percent of adults 18 and older who perceive their neighborhood to be safe from crime^	2011		LAC	84.3%	83.4%	74.6%	74.6%		
Percent of caregivers of children under 18 years old who perceive their neighborhood safety to be fair or poor^	2011		LAC	29.0%	31.7%		39.9%		
Bullying									
Community violence									
Coordinated Healthcare									
Coordinated healthcare									
Inability to navigate healthcare system									
Patient advocacy									

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2013 Metro Collaborative CHNA - Health Needs and Drivers Summary Scorecard

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Cultural Barriers									
Percent who have a hard time understanding doctor^	2009		LAC	4.7%	4.5%	6.7%	6.7%		
Cultural competency									
Stigma									
Disease Management									
Percent of adults receiving heart disease management services from a care provider^	2011-2012		LAC	73.3%	71.0%	70.6%	70.6%		
Percent of adults who feel confident in their ability to manage their diabetes^	2011-2012		LAC	86.4%	79.8%	80.1%	80.1%		
Percent of adults who take medication to control their high blood pressure^	2011-2012	69.5%	LAC	70.4%	68.5%	65.3%	65.3%		
Inability to manage chronic disease									
Health Care Access									
Number of Federally Qualified Health Centers^	2012		LAC	183	30		46		
Percent of adults 18 and older who could not afford needed prescription drugs in the past year^	2011	7.8%	LAC	15.4%	14.8%	17.1%	17.1%		
Percent of adults 18 and older who delayed or didn't get medical care^	2011-2012	4.3%	LAC	12.2%	13.3%		13.8%		
Percent of adults 18 and older who delayed or didn't get prescriptions^	2011-2012		LAC	9.5%	10.5%	10.2%	10.2%		
Percent of adults 18 and older without health insurance^	2011	0.0%	LAC	28.5%	28.3%	36.9%	36.9%		
Percent of adults who have a usual source of care^	2011-2012	83.6%	LAC	83.3%	83.4%		80.0%		
Percent of adults 18 and older who had a difficult time accessing medical care^	2011		LAC	31.7%	32.0%	41.3%	41.3%		
Percent of children who had a difficult time accessing medical care^	2011		LAC	12.3%	11.1%	14.9%	14.9%		
Percent of youth 17 and under without health insurance^	2011	0.0%	LAC	5.0%	5.3%	7.6%	7.6%		
Percent who visited the emergency room in the past 12 months^	2011-2012		LAC	18.2%	18.7%	19.4%	19.4%		
Access to health care services									
Access to medication (dispensaries and cost)									
Capacity issues including program cuts									
Lack of local urgent care and hospital locations									
Time spent with patient (insufficient)									
Uninsured									
Waiting time (prolonged)									
Healthy Eating									
Percent of adults 18 and older who consumed at least one soda or sweetened drink a day^	2011		LAC	35.5%	32.2%	36.6%	36.6%		
Percent of adults 18 and older who reported eating fast food at least once a week^	2011		LAC	40.0%	36.4%		39.4%		
Percent of children 17 and under who reported drinking at least one soda or sweetened drink per day^	2011		LAC	38.3%	37.1%	43.0%	43.0%		
Percent of adults 18 and older who reported eating five or more servings of fruit and vegetables per day^	2011-2012		LAC	48.4%	47.7%		44.3%		
Percent of children 17 and under who consumed fast food in the last week^	2011		LAC	50.5%	46.7%	51.2%	51.2%		

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2013 Metro Collaborative CHNA - Health Needs and Drivers Summary Scorecard

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Percent of youth eating less than five servings of fruits/vegetables per day^	2011-2012		LAC	55.4%	54.2%		55.4%		
Access to healthy food options									
Health Education and Awareness									
Percent of population who received a high school diploma†	2013		LAC	20.4%	21.7%		20.4%		
Percent of population who speak a language other than English at home†	2013		LAC	57.1%	69.5%	75.3%	69.9%		
Health education and awareness									
Information regarding eligibility of benefits and available services									
Language barrier									
Multi-lingual health information									
Homelessness									
Number of homeless persons^	2013		LAC	53,798	32,177		21,704		
Percent of adults 18 and older below the 300% Federal Poverty Line who reported being homeless in the past two years^	2011		LAC	4.2%	4.9%	4.9%	4.9%		
Homelessness									
Housing									
Affordable housing									
Poor housing conditions									
Immigration Status									
Percent who are foreign born and are not U.S. Citizens^	2010		LAC	19.2%	20.0%	27.1%	27.1%		
Immigration status									
Physical Activity									
Percent of adults 18 and older who do not participate in weekly physical activity^	2011		LAC	12.0%	10.9%		11.3%		
Percent of adults reporting no walking space or open/green space in their neighborhood^	2011		LAC	14.2%	14.4%	17.7%	17.7%		
Percent of adults who visited a park, playground, or other open space in the past month^	2011-2012		LAC	66.4%	68.6%		66.4%		
Percent of children 17 and under who do not participate in weekly physical activity^	2011		LAC	10.9%	9.5%	11.7%	11.7%		
Percent of children who visited a park, playground, or other open space in the past month^	2011-2012		LAC	80.9%	81.8%	80.4%	80.4%		
Rate of open space per 10,000 children 0-5 years old†	2013		CA	82418.2	27.2		1.3		
Green space									
Physical activity									
Preventative Care Services									
Percent of adults 18 and older who received a flu vaccination in the past 12 months^	2011		LAC	33.7%	32.4%	29.3%	29.3%		
Percent of adults 65 and older who received a pneumonia vaccination in the past 12 months^	2011		LAC	61.3%	60.5%	57.5%	57.5%		
Percent who did not visit a doctor at least once in the past 12 months^	2011-2012		LAC	18.0%	17.8%	20.5%	20.5%		
Preventative care									

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Poverty (including unemployment)									
Percent of adults unable to afford enough food (food insecurity)^	2011-2012		LAC	42.2%	43.0%	43.0%	43.0%		
Percent of families living below poverty†	2013		LAC	13.5%	27.6%	26.6%	26.0%		
Percent of families with children living below poverty†	2013		LAC	10.7%	23.1%	20.8%	21.1%		
Percent of households with children under 18 who received food stamps/SNAP in the past 12	2010		LAC	27.1%	54.0%	35.4%	35.4%		
Percent of people 16 and older who are not employed^	2013		LAC	34.8%	35.6%	35.8%	33.3%		
Percent of students receiving free or reduced meals in school^	2011		LAC	61.8%	69.4%	87.4%	87.4%		
Rate of unemployment*	2013		CA	8.1	9.2	9.2	9.2		
Poverty									
Underemployment									
Unemployment									
Worsening economy									
Specialty Care Access									
Percent of adults 18 and older unable to obtain dental care including check-ups in the past year because they could not afford it^	2011		LAC	30.3%	29.9%	36.3%	36.3%		
Percent of adults 18 and older with dental insurance^	2011		LAC	48.2%	46.8%	38.0%	38.0%		
Percent of children 17 and under without dental insurance^	2011		LAC	78.2%	76.2%		75.8%		
Percent of children 3-17 years old who were unable to afford dental care and check-ups in the past year^	2011		LAC	12.6%	11.7%	13.1%	13.1%		
Percent of children who have never been to the dentist^	2011-2012		LAC	9.2%	8.1%		7.9%		
Percent of diabetic adults who had an eye exam in the last year^	2009		LAC	63.3%	57.6%	50.2%	50.2%		
Dental services									
Specialty care services (i.e. vision, auditory)									
Social Barriers									
Percent of adults 15 and older who are divorced†	2013		LAC	8.5%	7.3%		7.5%		
Percent of children living with both parents in one household†	2013		LAC	32.4%	27.2%	26.3%	26.7%		
Child care									
Family issues (i.e. single parent home)									
Time to visit a physician									
Transportation									
Transportation									

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DATA INDICATOR	Year of Data	Healthy People 2020 Target	Comparison Level	Comparison Average	CHMC Service Area Average	GSH Service Area Average	SVMC Service Area Average	Focus Groups** (n=10)	Interviews** (n=29)

Legend
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Comparison levels: CA - California LAC - LA County

FOOTNOTES
N/A=no data available
** = Count reflects the number of times a participant identified a health need or driver during the focus groups or interviews.

CALIFORNIA HOSPITAL MEDICAL CENTER SERVICE AREA:
Primary
90003 (South Los Angeles, SPA 6)
90006 (Pico Heights, SPA 4)
90007 (South Los Angeles, SPA 6)
90011 (South Los Angeles SPA 6)
90015 (Downtown Los Angeles, SPA 4)
90016 (West Adam, SPA 6)
90018 (Jefferson Park SPA 6)
90019 (Country Club Park/Mid City, SPA 4)
90037 (South Los Angeles, SPA 6)
90044 (Athens, SPA 8)
90062 (South Los Angeles, SPA 6)
90071 (ARCO Towers, SPA 4)

Secondary
90001 (South Los Angeles/Florence, SPA 6)
90002 (Watts, SPA 6)
90004 (Hancock Park, SPA 4)
90005 (Koreatown, SPA 4)
90008 (Baldwin Hills/Crenshaw SPA 6)
90010 (Wilshire, SPA 4)
90017 (Downtown Los Angeles, SPA 4)
90020 (Hancock Park, SPA 4)
90026 (Echo Park/Silverlake SPA 4)
90043 (Hyce Park, SPA 6)
90047 (South Los Angeles, SPA 6)
90057 (Westlake, SPA 4)

GOOD SAMARITAN HOSPITAL SERVICE AREA:
90004 (Hancock Park SPA 4)
90005 (Koreatown, SPA 4)
90006 (Pico Heights, SPA 4)
90007 (South Los Angeles SPA 6)
90010 (Wilshire, SPA 4)
90012 (Chinatown SPA 4)
90013 (Downtown Los Angeles, SPA 4)
90014 (Los Angeles, SPA 4)
90015 (Downtown Los Angeles, SPA 4)
90017 (Downtown Los Angeles, SPA 4)
90018 (Jefferson Park, SPA 6)
90020 (Hancock Park, SPA 4)
90021 (Downtown Los Angeles, SPA 4)
90026 (Echo Park/Silverlake, SPA 4)
90057 (Westlake, SPA 4)
90071 (ARCO Towers SPA 4)

ST. VINCENT MEDICAL CENTER SERVICE AREA:
90004 (Hancock Park, SPA 4)
90005 (Koreatown, SPA 4)
90006 (Pico Heights, SPA 4)
90007 (South Los Angeles SPA 6)
90008 (Baldwin Hills/Crenshaw, SPA 6)
90010 (Wilshire, SPA 4)
90011 (South Los Angeles, SPA 6)
90016 (West Adam, SPA 6)
90017 (Downtown Los Angeles, SPA 4)
90018 (Jefferson Park, SPA 6)
90019 (Country Club Park/Mid City, SPA 4)
90020 (Hancock Park, SPA 4)
90026 (Echo Park/Silverlake, SPA 4)
90027 (Griffith Park/Los Feliz, SPA 4)
90028 (Hollywood, SPA 4)
90029 (Downtown Los Angeles, SPA 4)
90031 (Montecito Heights, SPA 4)
90037 (South Los Angeles, SPA 6)
90044 (Athens SPA 8)
90046 (Mount Olympus, SPA 4)

Appendix D—Data Sources

Category	Indicator	Data Area	Data Source	Geography	Benchmark
Access to Care	Absence of Dental Insurance Coverage (Adults)	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Access to Care	Absence of Dental Insurance Coverage (Children 0-17)	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Access to Care	Beneficiaries Eligible and Enrolled in Medi-Cal	CA Only	California Department of Health Care Services (DHCS), 2011	ZIP Code	County Average
Access to Care	Covered by Medi-Cal	CA Only	California Health Interview Survey (CHIS), 2011-2012	ZIP Code	County Average
Access to Care	Delayed or didn't get medical care	CA Only	California Health Interview Survey (CHIS), 2011-2012	ZIP Code	County Average
Access to Care	Delayed or didn't get prescriptions	CA Only	California Health Interview Survey (CHIS), 2011-2012	ZIP Code	County Average
Access to Care	Difficulty Accessing Medical Care	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Access to Care	Difficulty Understanding Doctor	CA Only	California Health Interview Survey (CHIS), 2011-2012	ZIP Code	County Average
Access to Care	Do Not Have a Usual Source of Care	CA Only	California Health Interview Survey (CHIS), 2011-2012	ZIP Code	County Average
Access to Care	Healthy Families Enrollment	CA Only	Managed Risk Medical Insurance Board, 2010	ZIP Code	County Average
Access to Care	Lack of a Consistent Source of Primary Care	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Access to Care	Medicare Beneficiaries	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Access to Care	Needed help for mental/emotional/alcohol-drug issues but did not receive treatment	CA Only	California Health Interview Survey (CHIS), 2011-2012	SPA	County Average

Category	Indicator	Data Area	Data Source	Geography	Benchmark
Access to Care	Received a Flu Vaccination in the Past 12 Months (Adults)	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Access to Care	Received a Pneumonia Vaccination in the Past 12 Months (Adults 65 and older)	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Access to Care	Unable to Afford Dental Care (Adults)	CA Only	California Health Interview Survey (CHIS), 2011-2012	SPA	County Average
Access to Care	Unable to Afford Dental Care (Children 3-17)	CA Only	California Health Interview Survey (CHIS), 2011-2012	SPA	County Average
Access to Care	Unable to Afford Medications	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Access to Care	Unable to Afford Mental Health Care	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Access to Care	Unable to Afford to See Doctor for a Health Problem	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Access to Care	Uninsured Population (0-17 years old)	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Access to Care	Uninsured Population (18-64 years old)	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Access to Care	Visited the Emergency Room in the last 12 months	CA Only	California Health Interview Survey (CHIS), 2011-2012	ZIP Code	County Average
Clinical Care	Adults Ages 50 And Older Ever Have A Sigmoidoscopy, Colonoscopy, or FOBT	CA Only	California Health Interview Survey (CHIS), 2011-2012	SPA	County Average
Clinical Care	Adults Ages 50 And Older Have a Sigmoidoscopy, Colonoscopy in The Last 5 years	CA Only	California Health Interview Survey (CHIS), 2011-2012	SPA	County Average
Clinical Care	Breast Cancer Screening (Mammogram) in the last 2 Years (Women 50-74)	U.S.	Los Angeles County Health Survey, 2011	SPA	County Average
Clinical Care	Cervical Cancer Screening in last 3 years (Women 18-65)	U.S.	Los Angeles County Health Survey, 2011	SPA	County Average

Category	Indicator	Data Area	Data Source	Geography	Benchmark
Clinical Care	Colon Cancer Screening (Sigmoid/Colonoscopy)	CA Only	California Health Interview Survey (CHIS), 2011-2012	SPA	County Average
Clinical Care	Dental Care Utilization (Child)	CA Only	California Health Interview Survey (CHIS), 2011-2012	SPA	County Average
Clinical Care	Diabetes Management (not able to control/manage diabetes)	CA Only	California Health Interview Survey (CHIS), 2011-2012	SPA	County Average
Clinical Care	Federally Qualified Health Centers	U.S.	U.S. Department of Health and Human Services Health Resources and Services Administration (HRSA), 2012	ZIP Code	County Average
Clinical Care	Hard Time Understanding Doctor	CA Only	California Health Interview Survey (CHIS), 2011-2012	SPA	County Average
Clinical Care	Heart Disease Management (Received Plan from Health Professional)	CA Only	California Health Interview Survey (CHIS), 2011-2012	SPA	State Average
Clinical Care	High Blood Pressure Management (Takes Medicine)	CA Only	California Health Interview Survey (CHIS), 2011-2012	SPA	State Average
Clinical Care	Influenza Vaccinations (Age 18+)	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Clinical Care	Influenza Vaccinations (Age 65+)	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Clinical Care	Lack of Prenatal Care	CA Only	California Department of Public Health, 2011	ZIP Code	State Average
Clinical Care	Pneumonia Vaccinations (Age 65+)	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Clinical Care	Visited the Doctor at Least Once in the Past 12 Months	CA Only	California Health Interview Survey (CHIS), 2011-2012	SPA	County Average
Demographics	Change in Total Population	U.S.	U.S. Census Bureau, 2000 Census of Population and Housing, Summary File 1; U.S. Census Bureau, 2010 Census of Population and Housing, Summary File 1	ZIP Code	County Average
Demographics	Children Entering Foster Care	CA Only	California Department of Social Services & University of California Berkeley Child Welfare	ZIP Code	County Average

Category	Indicator	Data Area	Data Source	Geography	Benchmark
			Dynamic Report System, 2012		
Demographics	Citizenship Status	U.S.	American Community Survey 5-Year Estimates, 2011	County	State Average
Demographics	Ethnicity	U.S.	Nielsen Claritas SiteReports, 2013	ZIP Code	County Average
Demographics	Household count	U.S.	Nielsen Claritas SiteReports, 2013	ZIP Code	County Average
Demographics	Language Spoken at home	U.S.	Nielsen Claritas SiteReports, 2013	ZIP Code	County Average
Demographics	Marital Status	U.S.	Nielsen Claritas SiteReports, 2013	ZIP Code	County Average
Demographics	Median Age	U.S.	Nielsen Claritas SiteReports, 2013	ZIP Code	County Average
Demographics	Total Female Population	U.S.	Nielsen Claritas SiteReports, 2013	ZIP Code	County Average
Demographics	Total Male Population	U.S.	Nielsen Claritas SiteReports, 2013	ZIP Code	County Average
Demographics	Total Population	U.S.	Nielsen Claritas SiteReports, 2013	ZIP Code	County Average
Demographics	Total Population Age 0-4	U.S.	Nielsen Claritas SiteReports, 2013	ZIP Code	County Average
Demographics	Total Population Age 18-24	U.S.	Nielsen Claritas SiteReports, 2013	ZIP Code	County Average
Demographics	Total Population Age 25-34	U.S.	Nielsen Claritas SiteReports, 2013	ZIP Code	County Average
Demographics	Total Population Age 35-44	U.S.	Nielsen Claritas SiteReports, 2013	ZIP Code	County Average
Demographics	Total Population Age 45-54	U.S.	Nielsen Claritas SiteReports, 2013	ZIP Code	County Average

Category	Indicator	Data Area	Data Source	Geography	Benchmark
Demographics	Total Population Age 5-17	U.S.	Nielsen Claritas SiteReports, 2013	ZIP Code	County Average
Demographics	Total Population Age 55-64	U.S.	Nielsen Claritas SiteReports, 2013	ZIP Code	County Average
Demographics	Total Population Age 65 or Older	U.S.	Nielsen Claritas SiteReports, 2013	ZIP Code	County Average
Health Behaviors	Alcohol Use	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Health Behaviors	Alcohol Outlets	U.S.	California Department of Alcoholic Beverage Control (ABC), 2012	ZIP Code	State Average
Health Behaviors	Binge Drinking	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Health Behaviors	Breastfeeding In The Last 6 Months	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Health Behaviors	Children Drinking Two Or More Glasses Of Soda	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Health Behaviors	Children Eating Less Than 5 Servings Of Fruit/Vegetable A Day	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Health Behaviors	Frequent Fast Food Restaurants At Least Once a Week (Adults)	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Health Behaviors	Frequent Fast Food Restaurants At Least Once a Week (Children)	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Health Behaviors	Heavy Drinking	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Health Behaviors	Inadequate Fruit/Vegetable Consumption	U.S.	California Health Interview Survey (CHIS), 2011-2012	SPA	County Average
Health Behaviors	Needed Or Wanted Treatment For Alcohol Or Drug Program (Excluding Tobacco) In The Past 5 Years	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average

Category	Indicator	Data Area	Data Source	Geography	Benchmark
Health Behaviors	Physical Inactivity (Adults)	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Health Behaviors	Physical Inactivity (Youth)	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Health Behaviors	Serious Psychological Distress in Last Year	CA Only	California Health Interview Survey (CHIS), 2011-2012	SPA	County Average
Health Behaviors	Smokers	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Health Outcome	Anxiety Prevalence	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Health Outcome	Arthritis Prevalence	CA Only	Los Angeles County Department of Public Health, Los Angeles County Health Survey, 2011	SPA	County Average
Health Outcome	Asthma Hospitalizations (Adults)	CA Only	Office of Statewide Health and Planning and Development (OSHPD), 2010.	ZIP Code	State Average
Health Outcome	Asthma Hospitalizations (Under 18)	CA Only	Office of Statewide Health and Planning and Development (OSHPD), 2010.	ZIP Code	State Average
Health Outcome	Asthma Prevalence (Under 18)	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Health Outcome	Attention Deficit Hyperactivity Disorder (ADHD) or Attention Deficit Disorder (ADD) (Child)	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Health Outcome	Breast Cancer Incidence	U.S.	The Centers for Disease Control and Prevention, and the National Cancer Institute: State Cancer Profiles, 2006-2010	County	State Average
Health Outcome	Cerebrovascular Disease Hospitalization (Stroke) Rate Per 100,000 Adults	CA Only	Office of Statewide Health and Planning and Development (OSHPD), 2009	ZIP Code	State Average
Health Outcome	Cervical Cancer Incidence	U.S.	The Centers for Disease Control and Prevention, and the National Cancer Institute: State Cancer Profiles, 2006-2010	County	Healthy People 2020

Category	Indicator	Data Area	Data Source	Geography	Benchmark
Health Outcome	Chlamydia Incidence	U.S.	Los Angeles County Department of Public Health, Sexually Transmitted Disease Morbidity Report, 2011	SPA	County Average
Health Outcome	Colon and Rectum Cancer Incidence	U.S.	The Centers for Disease Control and Prevention, and the National Cancer Institute: State Cancer Profiles, 2006-2010	County	Healthy People 2020
Health Outcome	Diabetes Hospitalizations (Adult)	CA Only	Office of Statewide Health and Planning and Development (OSHPD), 2010	ZIP Code	State Average
Health Outcome	Diabetes Hospitalizations (Uncontrolled)	CA Only	California Office of Statewide Health, Planning and Development (OSHPD), Patient Discharge Data, 2010	ZIP Code	State Average
Health Outcome	Diabetes Hospitalizations (Under 18)	CA Only	Office of Statewide Health and Planning and Development (OSHPD), 2010	ZIP Code	State Average
Health Outcome	Diabetes Prevalence (Adults)	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Health Outcome	Disabled (Adults)	CA Only	California Health Interview Survey (CHIS), 2011-2012	SPA	State Average
Health Outcome	Gonorrhea	U.S.	Los Angeles County Department of Public Health, Sexually Transmitted Disease Morbidity Report, 2011	SPA	County Average
Health Outcome	Health Status (Child)	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Health Outcome	Heart Disease (Hypertension) Prevalence	CA Only	California Health Interview Survey (CHIS), 2011-2012	County	State Average
Health Outcome	Heart Disease Hospitalization	CA Only	Office of Statewide Health and Planning and Development (OSHPD), 2010	ZIP Code	State Average
Health Outcome	Hepatitis A Prevalence Rate Per 100,000 Adults	County	Los Angeles County Department of Public Health, Acute Communicable Disease Control Program, Annual Morbidity Report and Special Studies Report, 2010	SPA	County Average

Category	Indicator	Data Area	Data Source	Geography	Benchmark
Health Outcome	Hepatitis B (Acute) Prevalence Rate Per 100,000 Adults	County	Los Angeles County Department of Public Health, Acute Communicable Disease Control Program, Annual Morbidity Report and Special Studies Report, 2011	SPA	County Average
Health Outcome	Hepatitis C (Acute) Prevalence (Number of Cases Reported)	County	Los Angeles County Department of Public Health, Acute Communicable Disease Control Program, Annual Morbidity Report and Special Studies Report, 2012	SPA	County Average
Health Outcome	High Blood Pressure Prevalence	County	Los Angeles County Health Survey, 2011	SPA	County Average
Health Outcome	High Cholesterol Prevalence	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Health Outcome	HIV Hospitalizations	CA Only	California Office of Statewide Health, Planning and Development (OSHPD), Patient Discharge Data, 2010	ZIP Code	State Average
Health Outcome	HIV Incidence Rate Per 100,000 Adults	U.S.	Los Angeles County Department of Public Health, Annual HIV Surveillance Report, 2012	SPA	County Average
Health Outcome	Mental Health Hospitalizations (Under 18)	CA Only	Office of Statewide Health and Planning and Development (OSHPD), 2010	ZIP Code	County Average
Health Outcome	Obese/overweight (Teen)	LAC Only	California Health Interview Survey (CHIS), 2011-2012	SPA	
Health Outcome	Obesity (Adult)	LAC Only	California Health Interview Survey (CHIS), 2011-2012	SPA	
Health Outcome	Osteoporosis Prevalence	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Health Outcome	Overweight (Adult)	LAC Only	California Health Interview Survey (CHIS), 2011-2012	SPA	
Health Outcome	Overweight (Child)	LAC Only	California Health Interview Survey (CHIS), 2011-2012	SPA	
Health Outcome	Overweight (Youth)	CA Only	California Department of Education, Fitnessgram Physical Fitness Testing Results, 2011	School District	State Average

Category	Indicator	Data Area	Data Source	Geography	Benchmark
Health Outcome	Population With Any Disability (Disability Status Due To Physical, Mental Or Emotional Condition)	CA Only	California Health Interview Survey (CHIS), 2011-2012	SPA	State Average
Health Outcome	Premature Death	U.S.	Los Angeles County Department of Public Health. Mortality In Los Angeles County 2009 and Mortality Trends 2000-2009, Leading Causes of Death and Premature Death with Trends for 2000-2009	SPA	County Average
Health Outcome	Prostate Cancer Incidence	U.S.	The Centers for Disease Control and Prevention, and the National Cancer Institute: State Cancer Profiles, 2006-2010	County	State Average
Health Outcome	Syphilis	County	Los Angeles County Department of Public Health, Acute Communicable Disease Control Program, Annual Morbidity Report and Special Studies Report, 2012	SPA	County Average
Health Outcome	Tuberculosis	County	Los Angeles County Department of Public Health, Acute Communicable Disease Control Program, Annual Morbidity Report and Special Studies Report, 2011	SPA	County Average
Health Outcome	Uncontrolled Diabetes Hospitalizations		Office of Statewide Health and Planning and Development (OSHPD), 2010	ZIP Code	State Average
Health Outcome	Very Low Birthweight	CA Only	California Department of Public Health, 2010	ZIP Code	County Average
Health Outcome - Mortality	Stroke Mortality	CA Only	California Department of Public Health, Death Statistical Master File, 2008-2010	ZIP Code	State Average
Health Outcome - Mortality	Suicide	CA Only	California Department of Public Health, Death Statistical Master File, 2008-2010	ZIP Code	Healthy People 2020
Health Outcomes	Low Birth Weight	CA Only	California Department of Public Health, Birth Profiles by ZIP Code, 2010	ZIP Code	State Average
Health Outcomes	Lung Cancer Incidence	U.S.	The Centers for Disease Control and Prevention, and the National Cancer Institute:	County	State Average

Category	Indicator	Data Area	Data Source	Geography	Benchmark
			State Cancer Profiles, 2005-2009		
Health Outcomes	Mental Health Hospitalizations (Adults)	CA Only	Office of Statewide Health and Planning and Development (OSHPD), 2010	ZIP Code	County Average
Health Outcomes - Mortality	Alzheimer's mortality age-adjusted	CA Only	Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology, 2009	SPA	County Average
Health Outcomes - Mortality	Cancer Mortality	CA Only	California Department of Public Health (CDPH), 2010	ZIP Code	Healthy People 2020
Health Outcomes - Mortality	Cardiovascular Disease Mortality	CA only	Office of Statewide Health and Planning and Development (OSHPD), 2010	Zip Code	State Average
Health Outcomes - Mortality	Cervical Cancer Mortality	CA only	California Department of Public Health, Death Statistical Master File, 2008	ZIP Code	Healthy People 2020
Health Outcomes - Mortality	Chronic Liver Disease Mortality	CA Only	California Department of Public Health (CDPH), 2010	ZIP Code	County Average
Health Outcomes - Mortality	Chronic Lower Respiratory Disease Mortality	CA Only	California Department of Public Health (CDPH), 2010	ZIP Code	County Average
Health Outcomes - Mortality	Colon Cancer Mortality	CA Only	California Department of Public Health, Death Statistical Master File, 2008	ZIP Code	County Average
Health Outcomes - Mortality	Deaths	CA Only	California Department of Public Health (CDPH), 2010	ZIP Code	Healthy People 2020
Health Outcomes - Mortality	Diabetes Mortality	CA Only	California Department of Public Health (CDPH), 2010	ZIP Code	County Average
Health Outcomes -	Heart Disease Mortality	CA Only	California Department of Public Health (CDPH), 2010	ZIP Code	Healthy People

Category	Indicator	Data Area	Data Source	Geography	Benchmark
Mortality					2020
Health Outcomes - Mortality	HIV Mortality Rate Per 100,000 Adults	CA Only	Los Angeles County Department of Public Health, Annual HIV Surveillance Report, 2012	SPA	County Average
Health Outcomes - Mortality	Hypertension and Hypertensive Renal Disease Mortality	CA Only	California Department of Public Health (CDPH), 2010	ZIP Code	Healthy People 2020
Health Outcomes - Mortality	Influenza and Pneumonia Mortality	CA Only	California Department of Public Health (CDPH), 2010	ZIP Code	County Average
Health Outcomes - Mortality	Mortality Rates by Age	CA Only	California Department of Public Health, Death Statistical Master File, 2008-2010	ZIP Code	Healthy People 2020
Health Outcomes - Mortality	Unintentional Injury Mortality Rate Per 100,000 Adults	CA Only	California Department of Public Health (CDPH)	ZIP Code	County Average
Physical Environment	Liquor Store Access (Alcohol Outlet Rate per 1,000 Adults)	CA Only	California Department of Alcoholic Beverage Control, Active License File, April 2012	ZIP Code	State Average
Physical Environment	Protected Open Space Per 10,000 Children 0-5	CA Only	California Protected Areas Database, 2013	ZIP Code	County Average
Physical Environment	Visited park in last month (Adult)	CA Only	California Health Interview Survey (CHIS), 2011-2012	SPA	County Average
Physical Environment	Visited park in last month (Child)	CA Only	California Health Interview Survey (CHIS), 2011-2012	SPA	County Average
Physical Environment	Walking Space in Neighborhood (Adults)	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Physical Environment	WIC Participants	CA Only	PHFE WIC Data Mining Project, LA County WIC Data, 2012	ZIP Code	County Average
Social & Economic Factors	Adequate Social or Emotional Support	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average

Category	Indicator	Data Area	Data Source	Geography	Benchmark
Social & Economic Factors	Births by Mother's Age	CA Only	California Department of Public Health (CDPH), 2011	ZIP Code	County Average
Social & Economic Factors	Births by Mother's Ethnicity	CA Only	California Department of Public Health (CDPH), 2011	ZIP Code	County Average
Social & Economic Factors	Children Eligible for Free/Reduced Price Lunch	U.S.	California Department of Education (CDE), 2011	SPA	State Average
Social & Economic Factors	Education Attainment	U.S.	Nielsen Claritas SiteReports, 2013	ZIP Code	County Average
Social & Economic Factors	Employment Status	U.S.	Nielsen Claritas SiteReports, 2013	ZIP Code	County Average
Social & Economic Factors	Families At or Above Poverty Level	U.S.	Nielsen Claritas SiteReports, 2013	ZIP Code	County Average
Social & Economic Factors	Families Below Poverty Level	U.S.	Nielsen Claritas SiteReports, 2013	ZIP Code	County Average
Social & Economic Factors	Families With Children At or Above Poverty Level	U.S.	Nielsen Claritas SiteReports, 2013	ZIP Code	County Average
Social & Economic Factors	Families With Children Below Poverty Level	U.S.	Nielsen Claritas SiteReports, 2013	ZIP Code	County Average
Social & Economic Factors	Homeless by Age	County	Los Angeles Homeless Services Authority, Greater Los Angeles Homeless County Report, 2011	SPA	County Average
Social & Economic Factors	Homeless Count	County	Los Angeles Homeless Services Authority, Greater Los Angeles Homeless County Report, 2011	SPA	County Average

Category	Indicator	Data Area	Data Source	Geography	Benchmark
Social & Economic Factors	Household Average Income	U.S.	Nielsen Claritas SiteReports, 2013	ZIP Code	County Average
Social & Economic Factors	Household Median Income	U.S.	Nielsen Claritas SiteReports, 2013	ZIP Code	County Average
Social & Economic Factors	Housing (Owner versus Renter)	U.S.	Nielsen Claritas SiteReports, 2013	ZIP Code	County Average
Social & Economic Factors	Neighborhood Safety (Adults)	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Social & Economic Factors	Neighborhood Safety (Children)	CA Only	Los Angeles County Health Survey, 2011	SPA	County Average
Social & Economic Factors	Not a U.S. Citizen	U.S.	U.S. Census Bureau Public Use Microdata Statistics (PUMS)	SPA	County Average
Social & Economic Factors	Supplemental Nutrition Assistance Program (SNAP) Recipients	U.S.	U.S. Census Bureau, Small Area Income and Poverty Estimates (SAIPE), 2009	County	State Average
Social & Economic Factors	Unable to Afford Enough Food (Food Insecurity) (Adults)	CA Only	California Health Interview Survey (CHIS), 2011-2012	SPA	County Average
Social & Economic Factors	Unemployment Rate	U.S.	U.S. Bureau of Labor Statistics, May, 2013 Local Area Unemployment Statistics	County	State Average

Appendix E—Prioritization Scores

Prioritized Health Needs

	Severe Impact on the Community	Gotten Worse Over Time	Shortage of Resources in the Community	Community Readiness to Address/Support		Overall Rating
1. Mental Health	3.0	2.8	2.7	2.4		8.8
2. Oral health	3.0	3.0	2.9	2.6		8.6
3. Substance Abuse	3.2	3.0	2.7	2.7		8.2
4. Diabetes	3.2	2.9	2.2	2.8		8.1
5. Obesity/Overweight	3.2	2.9	2.3	2.7		8.1
6. Alzheimer's Disease	3.0	3.0	2.7	2.6		7.9
7. Cardiovascular Disease	3.0	2.7	2.2	2.6		7.9
8. Alcoholism	3.1	2.8	2.8	2.8		7.8
9. Sexually Transmitted Diseases	2.8	2.6	2.3	2.4		7.6
10. Allergies	2.8	3.1	2.6	2.5		7.5
11. Asthma	2.9	2.9	2.3	2.5		7.4
12. Hypertension	3.0	2.6	2.2	2.7		7.4
13. Vision	2.8	2.9	3.0	2.7		7.4
14. Cholesterol	2.6	2.5	2.3	2.8		7.2
15. Cancer, general	3.0	2.3	2.0	2.7		7.0
16. Colorectal Cancer	2.8	2.3	2.2	2.8		7.0
17. Arthritis	2.6	2.4	2.4	2.5		6.8
18. Breast Cancer	2.7	2.1	2.3	2.9		6.8
19. HIV/AIDS	2.7	2.1	2.0	2.4		6.0

Note: Health needs are in prioritized ranking order.

Prioritized Health Drivers

	Severe Impact on the Community	Gotten Worse Over Time	Shortage of Resources in the Community	Community Readiness to Address/Support		Overall Rating
1. Poverty (including unemployment)	3.4	3.3	2.9	2.5		11.7
2. Housing	3.4	3.3	3.0	2.7		9.0
3. Specialty Care Access	3.3	2.8	2.9	2.5		8.8
4. Homelessness	3.4	2.9	2.7	2.3		8.5
5. Disease Management	2.9	2.7	2.5	2.6		8.2
6. Health Care Access	3.2	2.5	2.6	2.8		8.2
7. Cultural Barriers	3.2	2.7	2.8	2.8		8.1
8. Immigrant Status	3.2	2.7	2.7	2.8		8.1
9. Social Barriers (i.e. family issues)	3.2	2.9	2.6	2.6		8.1
10. Alcohol and Substance Abuse	3.3	2.7	2.7	2.8		8.0
11. Community Violence	3.0	2.5	2.6	2.9		7.9
12. Coordinated Healthcare	3.0	2.3	2.6	2.6		7.7
13. Transportation	2.9	2.4	2.5	2.4		7.7
14. Healthy Eating	3.1	2.6	2.4	2.6		7.6
15. Physical Activity	3.0	2.7	2.4	2.6		7.6
16. Preventative Care Services	2.9	2.5	2.4	2.6		7.5
17. Health Education and Awareness	3.0	2.4	2.4	2.7		7.3

Note: Drivers of health are in prioritized ranking order.

Appendix F—Glossary

This glossary has been developed to provide definitions for key terms and terminology used throughout the Metro Hospital Collaborative 2013 Community Health Needs Assessments (CHNA). The terms with endnotes have been developed to standardize terminology and create a shared understanding of the terms.

Age-adjusted rate

The incidence or mortality rate of a disease can depend on age distribution within a community. Because chronic diseases and some cancers affect older adults disproportionately, a community with a higher number of older adults might have a higher mortality or incidence rate for some diseases than another community with a higher percentage of population of younger people. An age-adjusted incidence or mortality rate allows for taking the proportion of persons in corresponding age groups into consideration when reviewing statistics, which allows for more meaningful comparisons between communities with different age distributions.

Benchmark[1]

A benchmark is a measurement that serves as a standard by which other measurements and/or statistics may be measured or judged. A "benchmark" indicates a standard by which a community can determine how well or not well the community is performing in comparison to the standard for specific health outcomes. For the purpose of the CHNA reports, one of three benchmarks has been used to make comparisons with the medical center area. These include statistics published by Healthy People 2020, Los Angeles County, and California.

Community assets

Those people, places, and relationships that provide resources, individually or in the aggregate, to bring about the maximal functioning of a community. *(Example: Federally Qualified Health Care Centers, primary care physicians, hospitals and medical clinics, community-based organizations, social service and other public agencies, parks, community gardens, etc.)*

Community Health Needs Assessment[2]

Abbreviated as CHNA, a systematic process involving the review of public data and input from a broad cross-section of community resources and participants to identify and analyze community health needs and assets.

Community served

Based on Affordable Care Act (ACA) regulations, the "community served" is to be determined by each individual hospital. The community served is generally defined by a geographical location such as a city, county, or metropolitan region. A community served may also take into consideration certain hospital focus areas (i.e., cancer, pediatrics), though is not defined so narrowly as to intentionally exclude high-need groups such as the elderly or low-income individuals.

Consultants

Individuals or firms with specific expertise in designing, conducting, and managing a process on behalf of the client.

Data set

A data set refers to a set or grouping of secondary, usually quantitative, data.

Data source

Data source refers to the original source (i.e., database, interview, focus group, etc.) from which quantitative or qualitative data were collected.

Disease burden

Disease burden refers to the impact of a health issue not only on the health of the individuals affected by the disease, but also on the financial cost of addressing the health issue, such as public expenditures. The burden of disease can also refer to the disproportionate impact of a disease on certain populations, which may negatively affect quality of life, socioeconomic status, and other factors.

Drivers of health

Drivers of health are risk factors that may positively or negatively impact a health outcome.

FQHC[3]

Federally qualified health centers (FQHCs) include all organizations receiving grants under Section 330 of the federal Public Health Service Act (PHS). FQHCs qualify for enhanced reimbursement from Medicare and Medicaid, as well as other benefits. FQHCs must serve an underserved area or population, offer a sliding fee scale, provide comprehensive services, have an ongoing quality assurance program, and have a governing board of directors. Certain tribal organizations and FQHC look-alikes (organizations that meet PHS Section 330 eligibility requirements but do not receive grant funding) also may receive special Medicare and Medicaid reimbursements.

Focus group

A gathering of people (also referred to as stakeholders) for the purpose of sharing and discussing a specific topic—in this case, community health.

Health disparity

Diseases and health problems do not affect all populations in the same way. Health disparity refers to the disproportionate impact of a disease or a health problem on specific populations. Much health disparity research literature focuses on racial and ethnic differences—as to how these communities experience specific diseases—however, health disparity can also be correlated with gender, age, and other factors, such as veteran, disability, and housing status.

Health driver

Health drivers are behavioral, environmental, social, economic, and clinical-care factors that positively or negatively impact health. For example, smoking (behavioral) is a health driver for lung cancer, and

access to safe parks (environmental) is a health driver for obesity/overweight. Some health drivers, such as poverty or lack of insurance, impact multiple health issues.

Health indicator[4]

A characteristic of an individual, population, or environment that is subject to measurement (directly or indirectly) and can be used to describe one or more aspects of the health of an individual or population. *(Example: Percent of children overweight in Los Angeles County, incidence of breast cancer in Los Angeles County)*

Health need

The Mobilizing Action Toward Community Health (MATCH) framework to understand population health defines a health need as any of the following that arise from a comprehensive review and interpretation of a robust data set: a) a poor *health outcome* and its associated health driver and/or b) a *health drive/factor* associated with poor health outcome(s), where the outcome itself has not yet arisen as a need. *(Example: obesity and overweight, diabetes, physical inactivity, access to healthcare)*

Health outcomes[5]

Snapshots of diseases in a community that can be described in terms of both morbidity and mortality. *(Example: diabetes prevalence, hypertension mortality, suicide rate)*

Healthy People 2020[6]

Healthy People 2020 provides science-based, 10-year national objectives for improving the health of all Americans. For three decades, Healthy People has established benchmarks and monitored progress over time in order to encourage collaborations across communities and sectors, empower individuals toward making informed health decisions, and measure the impact of prevention activities.

Incidence[7] rate

Incidence is a measure of the occurrence of new disease or health problem in a population of people at risk for the disease within a given time period. *(Example: 1,000 new cases of diabetes in 2011).* Incidence rate is expressed either as a fraction (e.g., percentage) or a density rate (e.g., *x* number of cases per 10,000 people) to allow for comparison between different communities. Incidence rate should not be confused with *prevalence rate*, which measures the proportion of people found to have a specific disease or health problem (see *prevalence rate*).

Morbidity rate

Morbidity rate refers to the prevalence of a disease. Morbidity rate is usually expressed as a density rate (e.g. *x* number of cases per 10,000 people). Prevalence is often used to measure the level of morbidity in a population.[8]

Mortality rate

Mortality rate refers to the number of deaths in a population resulting from a disease. Mortality rate is usually expressed as a density rate (e.g., *x* number of cases per 10,000 people).

Percent

A percent is the portion of the total population that currently has a given disease or health problem. Percent is used to communicate prevalence, for example, and to give an idea of the severity (or lack thereof) of a disease or health problem.

Prevalence[9]

Prevalence is the proportion of total population that currently has a given disease. *(Example: 1,000 total cases of diabetes in 2011)*

Prevalence rate

Prevalence rate is the proportion of total population that currently has a given disease or health problem. Prevalence rate is expressed either as a fraction (e.g., percentage) or a density rate (e.g., *x* number of cases per 10,000 people) to allow for comparison between different communities. Prevalence rate is distinct from incidence rate, which focuses on *new* cases. For instance, a community may experience a decrease in new cases of a certain disease (incidence) but an increase in the total number of people suffering that disease (prevalence) because people are living longer as a result of better screening or treatment for that disease.

Primary data

Primary data are new data collected or observed directly from first-hand experience. They are typically qualitative (not numerical) in nature. For this CHNA, primary data were collected through focus groups and interviews with key stakeholders. Primary data describes what is important to the people who provide the information and is useful in interpreting secondary data (see *qualitative data, quantitative data, secondary data*). *(Example: Focus groups, community forum)*

Qualitative data[10]

These are typically descriptive in nature and not numerical; however, qualitative data can be coded into numeric categories for analysis. Qualitative data is considered to be more subjective than quantitative data, but they provide information about what is important to the people (see *stakeholder*) who provide the information. *(Example: focus group data)*

Quantitative data[11]

Data that has a numeric value. Quantitative data is considered to be more objective than qualitative data *(Example: state or national survey data)*

Risk factor[12]

Characteristics (genetic, behavioral, and environmental exposures and sociocultural living conditions) that increase the probability that an individual will experience a disease (morbidity) or specific cause of death (mortality). Some risk factors can be changed through behavioral or external changes or influences (e.g., smoking) while others cannot (e.g., family history).

Secondary data

Data that has already been collected and published by another party. Typically, secondary data collected for CHNAs is quantitative (numerical) in nature *(Example: California Health Interview Survey [CHIS],*

Behavioral Risk Factor Surveillance System [BRFSS]) Secondary data are useful in highlighting in an objective manner health outcomes that significantly impact a community.

Stakeholders

Stakeholders are people who represent and provide informed, interested perspectives regarding an issue or topic. In the case of CHNAs, stakeholders include health care professionals, government officials, social service providers, community residents, and community leaders, among others.

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[5] "Health Promotion Glossary," World Health Organization, Division of Health Promotion, Education and Communications (HPR), Health Education and Health Promotion Unit (HEP), Geneva, Switzerland, 1998.

[6] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://healthypeople.gov/2020/default.aspx. Accessed [April 30, 2013]

[7] Aschengrau, A. & Seage, G.R. (2008). *Essentials of Epidemiology in Public Health*. Sudbury, Massachusetts: Jones and Barlett Publishers.

[8] New York State Department of Health. Basic Statistics: About Incidence, Prevalence, Morbidity, and Mortality—Statistical Teaching Tools. Retrieved from http://www.health.ny.gov/diseases/chronic/basicstat.htm. Accessed on [May 1, 2013].

[9] Aschengrau, A. & Seage, G.R. (2008). *Essentials of Epidemiology in Public Health*. Sudbury, Massachusetts: Jones and Barlett Publishers.

[10] Catholic Health Association of the United States (March, 2011). Assessing & addressing community health needs: Discussion Draft. Retrieved from http://www.chausa.org/Assessing_and_Addressing_Community_Health_Needs.aspx.

[11] Catholic Health Association of the United States (March, 2011). Assessing & addressing community health needs: Discussion Draft. Retrieved from http://www.chausa.org/Assessing_and_Addressing_Community_Health_Needs.aspx.

[12] Adapted from: Green L. & Kreuter M. (2005). *Health program planning: An educational and ecological approach*. 4th edition. New York, NY: McGraw Hill.

Appendix G—Prioritization Survey Criteria Scale

Community Health Needs Assessment
Prioritization Criteria Scale

SEVERITY

1 (Not Severe)	2 (Moderately Severe)	3 (Severe)	4 (Very Severe)
The community is slightly impacted and the health need does not generally impact the lives of those affected by it.	The community is slightly impacted and the health need slightly impacts the lives of those affected by it.	The community is greatly impacted but the health need does not generally impact the lives of those affected by it.	The community is greatly impacted and the health need greatly impacts the lives of those affected by it.

CHANGE OVER TIME

1 (Great Improvements)	2 (Moderate Improvements)	3 (No Improvements)	4 (Getting Worse)
The health need has greatly improved and will likely continue to improve in the future.	The health need has remained the same will either stay the same or improve in the future.	The health need has remained the same but will likely get worse in the future.	The health need has gotten worse and will likely continue to do so.

RESOURCES

1 (Vast Resources)	2 (Moderate Resources)	3 (Gaps in Resources)	4 (Serious Shortage of Resources)
There are extensive resources in the community that address this health need and community members are aware of them.	There are moderate resources in the community that address this health need but not many community members are aware of them.	There are few resources in the community to address this health need but there is a potential to leverage existing resources to create interventions.	There are little to no resources available in the community to address this health need and no existing resources to create interventions.

COMMUNITY'S READINESS TO SUPPORT

1 (Not Supportive)	2 (Somewhat Supportive)	3 (Supportive)	4 (Extremely Supportive)
Community is not ready to address the issue.	Community is interested in the issue, but unlikely to be able to support efforts.	Community is supportive, but has limited ability to effectively implement programs.	Community is ready to effectively implement programs to address this need.

Appendix H—Health Need Profiles

Health Need Profile – **Alcohol Abuse**

About Alcohol Abuse– *why is it important?*

Substance abuse has a major impact on individuals, families, and communities. The effects of substance abuse contribute significantly to costly social, physical, mental, and public health problems, including teenage pregnancy, HIV/AIDS, STDs, domestic violence, child abuse, motor vehicle accidents (unintentional injuries), physical fights, crime, homicide, and suicide. Heavy alcohol consumption is an important determinant of future health needs, including cirrhosis, cancers, and untreated mental and behavioral health needs. In addition to considerable health implications, substance abuse has been a major focal point in discussions about social values: people argue over whether substance abuse is a disease with genetic and biological foundations or a matter of personal choice[1].

Statistical data – *how is alcohol abuse measured? What is the prevalence/incidence rate of alcohol abuse in the community?*

Alcohol Abuse Indicators

Indicators	Year	Comparison Level	Comparison Avg.	CHMC[2] Service Area	GSH[3] Service Area	SVMC[4] Service Area
Percent of adults 18 and older who reported binge drinking in the past month	2011	LAC	15.4%	17.2%	18.1%	18.1%
Percent of adults 18 and older who reported drinking alcohol in the past month	2011	LAC	51.9%	54.3%	46.6%	46.6%
Percent of adults 18 and older who reported heavy drinking in the past month	2011	LAC	3.5%	3.8%	3.6%	3.6%
Percent of adults 18 and older who reported they needed or wanted treatment for alcohol or drug program (excluding tobacco) in the past 5 years	2011	LAC	2.5%	2.4%	2.8%	2.8%

LAC=Los Angeles County
CA=California

Sub-populations experiencing the greatest impact (disparities)

Stakeholders identified the homeless, children and youth, the uninsured, youth in or transitioning out of the foster care system, and low income populations as the most severely impacted sub-populations.

Geographic areas of greatest impact (disparities)

By ZIP code, the following disparities were found:

- Rates of alcohol/drug induced mental disease hospitalizations per 100,000 persons, which were higher when compared to California (109.1) in:

CHMC Service Area	GSH Service Area	SVMC Service Area
○ 90001-South Los Angeles (190.9)	○ 90010-Wilshire (157.9)	○ 90010-Wilshire (157.9)
○ 90010-Wilshire (157.9)	○ 90012-Chinatown (119.0)	○ 90016-West Adams (132.4)
○ 90016-West Adams (132.4)	○ 90013-Downtown Los Angeles (925.9)	○ 90018-Jefferson Park (111.5)
○ 90018-Jefferson Park (111.5)	○ 90014-Los Angeles (670.9)	○ 90026-Echo Park/Silverlake (110.5)
○ 90026-Echo Park/Silverlake		

CHMC Service Area	GSH Service Area	SVMC Service Area
(110.5) ○ 90037-South Los Angeles (112.4) ○ 90047-South Los Angeles (117.3) ○ 90057-Westlake (135.6)	○ 90018-Jefferson Park (111.5) ○ 90021-Downtown Los Angeles (202.5) ○ 90026-Echo Park/Silverlake (110.5) ○ 90057-Westlake (135.6)	○ 90027-Griffith Park/Los Feliz (179.4) ○ 90028-Hollywood (156.7) ○ 90031-Montecito Heights (129.7) ○ 90037-South Los Angeles (112.4) ○ 90046-Mount Olympus (210.0) ○ 90057-Westlake (135.6)

Stakeholders also identified Los Angeles as generally impacted by alcohol abuse.

Associated drivers and risk factors – *what is driving the high rates of alcohol abuse in the community?*

Several biological, social, environmental, psychological, and genetic factors are associated with alcohol and substance abuse including gender, race and ethnicity, age, income level, educational attainment, and sexual orientation. Substance abuse is also strongly influenced by interpersonal, household, and community factors. Family, social networks, and peer pressure are key influencers of substance abuse among adolescents[5]. Teenage pregnancy, HIV/AIDS, STDs, domestic violence, child abuse, motor vehicle accidents (unintentional injuries), physical fights, crime, homicide (intentional injuries), and suicide can be attributed to alcohol and substance abuse[6]. For data concerning health drivers, please refer to the *Scorecard*.

The density of alcohol outlets is associated with heavy drinking, drinking and driving, higher rates of motor vehicle-related pedestrian injuries, child abuse and neglect, and other violence[7].

Community Input – *what do community stakeholders think about the issue of alcohol abuse?*

Stakeholders indicated that alcohol and substance abuse often are associated with mental illness and poverty and attribute the prevalence of alcohol abuse to the lack of access to treatment. They also added that there have been successful efforts to reduce underage drinking at Berendo and Nightingale Middle Schools and Fairfax High School in Los Angeles where the purpose of such efforts was to create "buffer zones" around these schools and educate family members around alcohol abuse.

[1] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=32. Accessed [February 26, 2013].

[2] California Hospital Medical Center

[3] Good Samaritan Hospital

[4] St. Vincent Medical Center

[5] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at [http://www.healthypeople.gov/2020/lhi/substanceabuse.aspx?tab=determinants]. Accessed [February 27, 2013].

[6] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at [http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=32]. Accessed [February 26, 2013].

[7] Stewart, K. (n.d.). How Alcohol Outlets Affect Neighborhood Violence. Calverton, MD. Available at http://urbanaillinois.us/sites/default/files/attachments/how-alcohol-outlets-affect-nbhd-violence.pdf. Accessed [July 11, 2013).

Health Need Profile – **Allergies**

About Allergies– *why is it important?*

Allergies are an overreaction of the immune system to substances that usually cause no reaction in most individuals. These substances can trigger sneezing, wheezing, coughing and itching. Allergies have been linked to a variety of common and serious chronic respiratory illnesses such as sinusitis and asthma. Factors such as family history with allergies, the types and frequency of symptoms, seasonality, duration and even location of symptoms (indoors or outdoors, for example) are all taken into consideration in allergies diagnosis. Allergic reactions can be severe and even fatal. With proper management and patient education, allergic diseases can be controlled and people with allergies can lead normal and productive lives[1].

Statistical data – *how are allergies measured? What is the prevalence/incidence rate of allergies in the community?*

Allergies Indicators

Indicators	Year	Comparison Level	Comparison Avg.	CHMC[2] Service Area	GSH[3] Service Area	SVMC[4] Service Area
Percent of teens with allergies	2007	LAC	24.9%	27.1%	32.5%	32.5%

LAC=Los Angeles County
CA=California

Sub-populations experiencing the greatest impact (disparities)

Stakeholders identified Asian populations as the most affected by allergies.

Geographic areas of greatest impact (disparities)

Geographic disparities were not identified through statistical data or stakeholders.

Associated drivers and risk factors – *what is driving the high rates of allergies in the community?*

Allergic reactions are known to be caused by pollen, dust, food, insect stings, animal dander, mold, medications, and latex[5]. Many allergens are also asthma triggers that irritate the lungs, inducing an asthma attack. Social and economic factors have been known to cause or trigger allergic reactions including poverty leading to poor housing conditions (living with cockroaches, mites, asbestos, mold etc.) and living in an environment or home with smokers. For data concerning health drivers, please refer to the *Scorecard*.

Community Input – *what do community stakeholders think about the issue of allergies?*

Stakeholders indicated that allergies were associated with poor air quality and other environmental factors

Health Need Profile – **Alzheimer's Disease**

About Alzheimer's disease – *why is it important?*

An estimated 5.4 million Americans have Alzheimer's disease, which is the sixth-leading cause of death in the U.S.[1]. Alzheimer's, an irreversible and progressive brain disease, is the most common cause of dementia among older people. The disease is characterized by the loss of cognitive functioning and ranges in severity from the

[1] Asthma and Allergy Foundation of America (AAFA). Allergies. Milwaukee, WI. Available at [http://www.aaaai.org/conditions-and-treatments/allergies.aspx]. Accessed [March 1, 2013].
[2] California Hospital Medical Center
[3] Glendale Adventist Hospital
[4] St. Vincent Medical Center
[5] American Academy of Allergy Asthma and Immunology. Allergies. Landover, MD. Available at [http://www.aafa.org/display.cfm?id=9]. Accessed [March 1, 2013].

mildest stage of minor cognitive impairment to the most severe stage, when the person with Alzheimer's must depend completely on others for tasks of daily living. People with Alzheimer's disease and other dementias have more hospital stays, skilled nursing facility stays, and home health care visits than other older people[2]. The likely causes of Alzheimer's disease include some combination of age-related changes in the brain, a family history of Alzheimer's, and genetic, environmental, and lifestyle factors. Some data suggest that cardiovascular disease risk factors (e.g., physical inactivity, high cholesterol, diabetes, smoking, and obesity) and traumatic brain injury are associated with a higher risk of developing Alzheimer's disease[3].

Statistical data – *how is Alzheimer's disease measured? What is the prevalence/incidence rate of Alzheimer's disease in the community?*

Alzheimer's Disease Indicators

Indicators	Year	Comparison Level	Comparison Avg.	CHMC[4] Service Area	GSH[5] Service Area	SVMC[6] Service Area
Rate of Alzheimer's disease mortality rate per 10,000 adults	2010	CA	2.9	9.8	7.0	10.5

LAC=Los Angeles County
CA=California

Sub-populations experiencing the greatest impact (disparities)

Stakeholders identified people over the age of 85 years of age who are uninsured, low-income, Latinos, and Asians as the most severely impacted.

Geographic areas of greatest impact (disparities)

By ZIP code, the following disparities were found:

- Rates of Alzheimer's disease-related mortality per 10,000 persons, which were higher when compared to California (2.9) in:

CHMC Service Area	GSH Service Area	SVMC Service Area
○ 90001-South Los Angeles (11.0)	○ 90004-Hancock Park (8.0)	○ 90004-Hancock Park (8.0
○ 90002-Watts (7.0)	○ 90005-Koreatown (8.0)	○ 90005-Koreatown (8.0)
○ 90003-South Los Angeles (8.0)	○ 90006-Pico Heights (18.0)	○ 90006-Pico Heights (18.0)
○ 90004-Hancock Park (8.0	○ 90007-South Los Angeles (7.0)	○ 90007-South Los Angeles (7.0)
○ 90005-Koreatown (8.0)	○ 90012-Chinatown (5.0)	○ 90008-Baldwin Hills/Crenshaw (9.0)
○ 90006-West Adams (18.0)	○ 90013-Downtown Los Angeles (12.0)	○ 90011-South Los Angeles (17.0)
○ 90007-South Los Angeles (7.0	○ 90014-Los Angeles (3.0)	○ 90016-West Adams (14.0)
○ 90008-Baldwin Hills/Crenshaw (9.0)	○ 90015-Downtown Los Angeles (4.0)	○ 90017-Downtown Los Angeles (4.0)
○ 90011-South Los Angeles (17.0)	○ 90017-Downtown Los Angeles (4.0)	○ 90018-Jefferson Park (7.0)
○ 90015-Downtown Los Angeles (4.0)	○ 90018-Jefferson Park (7.0)	○ 90019-Country Club/Mid City (115.0)
○ 90016-West Adams (14.0)	○ 90020-Hancock Park (5.0)	○ 90020-Hancock Park (5.0)
○ 90017-Downtown Los Angeles (4.0)	○ 90026-Echo Park/Silverlake (17.0)	○ 90026-Echo Park/Silverlake (17.0)
○ 90018-Jefferson Park (7.0)	○ 90057-Westlake (11)	○ 90027-Griffith Park/Silverlake (17.0)
○ 90019-Country Club/Mid City (115.0)		○ 90028-Hollywood (15.0)
○ 90020-Hancock Park (5.0)		○ 90029-Downtown Los Angeles
○ 90026-Echo Park/Silverlake		

CHMC Service Area	GSH Service Area	SVMC Service Area
(17.0) ○ 90037-South Los Angeles (9.0) ○ 90043-Hyde Park (12.0) ○ 90044-Athens (24.0) ○ 90047-South Los Angeles (7.0) ○ 90057-Westlake (90057) ○ 90062-South Los Angeles (7.0)		(6.0) ○ 90031-Montecito Heights (10.0) ○ 90037-South Los Angeles (9.0) ○ 90044-Athens (24.0) ○ 90046-Mount Olympus (11.0) ○ 90057-Westlake (90057)

Stakeholders identified Chinatown and Los Angeles as the most severely impacted.

Associated drivers and risk factors – *what is driving the high rates of Alzheimer's disease in the community?*

The greatest risk factor for Alzheimer's disease is advancing age. Other risk factors include a family history of Alzheimer's, genetic mutations, cardiovascular disease risk factors (e.g., physical inactivity, high cholesterol, diabetes, smoking, and obesity) and traumatic brain injury[7]. For data concerning health drivers, please refer to the *Scorecard*.

Community Input – *what do community stakeholders think about the issue of Alzheimer's disease?*

Stakeholders attributed the prevalence of Alzheimer's disease to the increase in the aging population. Stakeholders identified an increased need for Alzheimer's disease-related services including diagnosis.

> *"Submitting to the inevitable (old age) – they feel there is nothing they can do about getting old and the health issues that comes with old age."*
> *(Resident Focus Group Participant)*

[1] Alzheimer's Association. *2012 Alzheimer's Disease Facts and Figures.* Available at [http://www.alz.org/downloads/facts_figures_2012.pdf]. Accessed [March 6, 2013].

[2] National Institutes of Health. *About Alzheimer's Disease: Alzheimer's Basics*. Available at [http://www.nia.nih.gov/alzheimers/topics/alzheimers-basics]. Accessed [March 5, 2013].

[3] Alzheimer's Association. *2012 Alzheimer's Disease Facts and Figures.* Available at [http://www.alz.org/downloads/facts_figures_2012.pdf]. Accessed [March 6, 2013].

[4] California Hospital Medical Center

[5] Good Samaritan Hospital

[6] St. Vincent Medical Center

[7] Alzheimer's Association. *2012 Alzheimer's Disease Facts and Figures.* Available at [http://www.alz.org/downloads/facts_figures_2012.pdf]. Accessed [March 6, 2013].

Health Need Profile – **Arthritis**

About Arthritis– *why is it important?*

Arthritis affects one in five adults in the United States and continues to be the most common cause of physical disability. Arthritis costs more than $128 billion per year currently in the United States and is projected to increase over time as the population ages. Interventions such as increased physical activity, education about disease self-management and weight loss among overweight/obese adults can reduce arthritis pain and functional limitations however these resources are underutilized[1].

Statistical data – *how is arthritis measured? What is the prevalence/incidence rate of arthritis in the community?*

Arthritis Indicators

Indicators	Year	Comparison Level	Comparison Avg.	CHMC[2] Service Area	GSH[3] Service Area	SVMC[4] Service Area
Percent of adults diagnosed with arthritis^	2011	LAC	17.4%	16.3%	15.9%	15.9%

LAC=Los Angeles County
CA=California

Sub-populations experiencing the greatest impact (disparities)

Stakeholders identified Asian and specifically the Filipino population and aging populations as being the most severely impacted.

Geographic areas of greatest impact (disparities)

Stakeholders did not identify geographic disparities.

Associated drivers and risk factors – *what is driving the high rates of arthritis in the community?*

The following factors are associated with arthritis including being overweight or obese, lack of education around self-management strategies and techniques, and limited or no physical activity[5]. For data concerning health drivers, please refer to the *Scorecard.*

Community Input – *what do community stakeholders think about the issue of arthritis?*

Stakeholders indicated that aging populations were the most impacted by arthritis.

[1] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at [http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=3]. Accessed [February 26, 2013].

[2] California Hospital Medical Center

[3] Good Samaritan Hospital

[4] St. Vincent Medical Center

[5] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at [http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=3]. Accessed [February 26, 2013].

Health Need Profile – **Asthma**

About Asthma– *why is it important?*

Asthma is a disease that affects the lungs and is one of the most common long-term diseases of children. Adults also may suffer from asthma and the condition is considered hereditary. In most cases, the causes of asthma are not known, and no cure has been identified. Although asthma is always present in those with the condition, attacks only occur when the lungs are irritated. Asthma symptoms include wheezing, breathlessness, chest tightness, and coughing[1].

Statistical data – *how is asthma measured? What is the prevalence/incidence rate of asthma in the community?*

Asthma Indicators

Indicators	Year	Comparison Level	Comparison Avg.	CHMC[2] Service Area	GSH[3] Service Area	SVMC[4] Service Area
Percent of children 17 and under who were diagnosed with asthma	2011	LAC	9.0%	7.5%	6.9%	6.9%

LAC=Los Angeles County

Sub-populations experiencing the greatest impact (disparities)

Stakeholders identified children as the most severely impacted sub-populations.

Geographic areas of greatest impact (disparities)

Stakeholders did not identify geographic disparities.

Associated drivers and risk factors – *what is driving the high rates of asthma in the community?*

Many allergens are also asthma triggers that irritate the lungs, inducing an asthma attack. Allergic reactions are known to be caused by pollen, dust, food, insect stings, animal dander, mold, medications, and latex[5]. Other social and economic factors have been known to cause or trigger allergic reactions including poverty, which leads to poor housing conditions (living with cockroaches, mites, asbestos, mold etc.). Living in an environment or home with smokers has also been known exacerbate allergies and/or asthma. For data concerning health drivers, please refer to the *Scorecard*.

Community Input – *what do community stakeholders think about the issue of asthma?*

Stakeholders linked poor air quality, lack of access to medical care, and patients' inability to obtain the needed asthma medication to asthma prevalence.

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[1] Centers for Disease Control and Prevention (CDC). Asthma-Basic Information. Atlanta, GA. Available at [http://www.cdc.gov/asthma/faqs.htm]. Accessed [March 1, 2013].

[2] California Hospital Medical Center

[3] Good Samaritan Hospital

[4] St. Vincent Medical Center

[5] American Academy of Allergy Asthma and Immunology. Allergies. Landover, MD. Available at [http://www.aafa.org/display.cfm?id=9]. Accessed [March 1, 2013].

Health Need Profile – **Breast Cancer**

About Breast Cancer– *why is it important?*

In the United States, breast cancer is the most common non-skin cancer and the second leading cause of cancer-related death in women. Each year, a small number of men also are diagnosed with and die from breast cancer. The overall breast cancer death rate has dropped steadily over the past 20 years. However, it is estimated that approximately $16.5 billion is spent in the U.S. each year on breast cancer treatment[1].

Statistical data – *how is breast cancer measured? What is the prevalence/incidence rate of breast cancer in the community?*

Breast Cancer Indicators

Indicators	Year	Comparison Level	Comparison Avg.	CHMC[2] Service Area	GSH[3] Service Area	SVMC[4] Service Area
Rate of breast cancer incidence per 100,000 adults*	2009	CA	122.0	116.0	116.0	116.0
Rate of breast cancer mortality per 100,000 adults	2008	LAC	21.2	17.1	12.7	18.1

LAC=Los Angeles County
CA=California
*Healthy People 2020 goal <=20.6 per 100,000 pop.

Sub-populations experiencing the greatest impact (disparities)

Stakeholders identified low income women, Latino and Asian women, and those who had experienced trauma and/or domestic violence as the most severely impacted.

"Mammograms for women under 40 years of age- mammogram are very expensive and difficult to obtain. Even if it has been detected it is very hard to obtain services." (Focus group participant)

Geographic areas of greatest impact (disparities)

By ZIP code, the following disparities were found:

- Rates of breast cancer mortality per 100,000 persons, which were higher when compared to California (21.2) in:

CHMC Service Area	GSH Service Area	SVMC Service Area
○ 90001-South Los Angeles (29.1)	○ 90012-Chinatown (24.5)	○ 90016-West Adams (28.7)
○ 90008-Baldwin Hills/Crenshaw (42.4)	○ 90013-Downtown Los Angeles (37.4)	○ 90018-Jefferson Park (28.0)
○ 90016-West Adams (28.7)	○ 90018-Jefferson Park (28.0)	○ 90019-Country Club Park/Mid City (29.9)
○ 90018-Jefferson Park (28.0)	○ 90057-Westlake (32.3)	○ 90026-Echo Park/Silverlake (110.5)
○ 90019-Country Club Park/Mid City (29.9)		○ 90027-Griffith Park/Los Feliz (35.9)
○ 90043-Hyde Park (48.0)		○ 90029-Downtown Los Angeles (28.8)
○ 90047-South Los Angeles (24.6)		○ 90057-Westlake (32.3)
○ 90057-Westlake (32.3)		

Stakeholders identified the areas of Pico Union and Westlake districts as the most impacted.

Associated drivers and risk factors – *what is driving the high rates of breast cancer in the community?*

Risk factors for breast cancer include older age, certain inherited genetic alterations, hormone therapy, having chest radiation therapy, heavy alcohol consumption, and obesity[5]. Breast cancer is associated with overall

cancer mortality and access to breast cancer screening. Exercise and maintaining a healthy weight may reduce the chance of breast cancer. For data concerning health drivers, please refer to the *Scorecard*.

Community Input – *what do community stakeholders think about the issue of breast cancer?*

Stakeholders attributed the high rates of breast cancer to a lack of education around health, and a lack of access to health care including mammograms. As a result, more women are finding out late in their cancer trajectory (stages 3 and 4).

[1] National Cancer Institute. *A Snapshot of Breast Cancer.* Available at [http://www.cancer.gov/researchandfunding/snapshots/pdf/Breast-Snapshot.pdf]. Accessed [March 6, 2013].

[2] California Hospital Medical Center

[3] Good Samaritan Hospital

[4] St. Vincent Medical Center

[5] National Cancer Institute. *Breast Cancer: Prevention, Genetics, Causes.* Available at [http://www.cancer.gov/cancertopics/prevention-genetics-causes/breast]. Accessed [March 6, 2013].

Health Need Profile –**Cancer**

About Cancer– *why is it important?*

Cancer is the second leading cause of death in the United States, claiming more than half a million Americans every year[1]. Cancer incidence rates per 100,000 persons show that the three most common cancers among men in the United States are prostate cancer (137.7), lung cancer (78.2), and colorectal cancer (49.2). Likewise, the leading causes of cancer death among men are lung cancer (62.0), prostate cancer (22.0), and colorectal cancer (19.1). Among women, the three most common cancers are breast cancer (123.1), lung cancer (54.1), and colorectal cancer (37.1).

The number of new cancer cases can be reduced, and many cancer deaths can be prevented. Research shows that screening for cervical and colorectal cancers, as recommended, helps prevent these diseases by finding precancerous lesions which can be treated before they become cancerous. Screening for cervical, colorectal and breast cancers also can identify these diseases at an early, often highly treatable stage[2]. The most common risk factors for cancer are growing older, obesity, tobacco, alcohol, over exposure to sunlight, certain chemicals, some viruses and bacteria, family history of cancer, poor diet, and lack of physical activity[3].

Statistical data – *how is cancer measured? What is the prevalence/incidence rate of cancer in the community?*

Cancer Indicators

Indicators	Year	Comparison Level	Comparison Avg.	CHMC[4] Service Area	GSH[5] Service Area	SVMC[6] Service Area
Percent of women that had a cervical cancer screening in the last 3 years[1]	2011	LAC	82.8%	84.1%	84.7%	84.7%
Percent of women that had a mammogram in the last 2 years[2]	2011	LAC	79.8%	79.2%	79.2%	79.2%
Rate of cancer mortality per 100,000 adults	2010	CA	15.1	58.5	34.4	59.5
Rate of cervical cancer incidences per 100,000 adults[3]	2010	CA	8.0	9.4	9.4	9.4
Rate of cervical cancer mortality per 100,000 adults	2008	LAC	3.0	5.3	1.6	22.0
Rate of prostate cancer incidences per 100,000 adults[4]	2010	CA	140.3	134.3	134.3	134.3

LAC=Los Angeles County
CA=California
Healthy People 2020 goal: [1]<=93%; [2]<=81.1%; [3]<=2.2 per 100,000 pop.; [4]<=21.2 per 100,000 pop.

Sub-populations experiencing the greatest impact (disparities)

Stakeholders identified the homeless as the most severely impacted. They also indicated Asian males as impacted most by prostate and stomach cancer.

Geographic areas of greatest impact (disparities)

Stakeholders did not identify geographic disparities.

Associated drivers and risk factors – *what is driving the high rates of cancer in the community?*

A primary method of preventing cancer is screening for cervical, colorectal, and breast cancers[7]. The most common risk factors for cancer are growing older, obesity, tobacco, alcohol, sunlight exposure, certain chemicals, some viruses and bacteria, family history of cancer, poor diet, and lack of physical activity[8]. For data concerning health drivers, please refer to the *Scorecard*.

Community Input – *what do community stakeholders think about the issue of cancer?*

Stakeholders indicated that people have limited access to health education about cancer and to prevention services. One stakeholder added that there is a shortage of oncologists who speak the same language as their patients adding that 'few doctors have experience engaging in dialogue with patients and family members in a comprehensive approach. There's a sense that the doctors don't have the patient's well-being in mind." There has also been an increase in Latinos, Asian-Pacific Islanders, and Native Americans who are being diagnosed with late stage cancer. Improvements in messaging and services delivery are needed in order to encourage community members to access health care earlier.

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[1] Centers for Disease Control and Prevention. *Using Science to Reduce the Burden of Cancer.* Available at [http://www.cdc.gov/Features/CancerResearch/]. Accessed [March 7, 2013].

[2] Centers for Disease Control and Prevention. *Cancer Prevention.* Available at [http://www.cdc.gov/cancer/dcpc/prevention/index.htm]. Accessed [March 7, 2013].

[3] National Cancer Institute. *Risk Factors.* Available at [http://www.cancer.gov/cancertopics/wyntk/cancer/page3]. Accessed [March 7, 2013].

[4] California Hospital Medical Center

[5] Good Samaritan Hospital

[6] St. Vincent Medical Center

[7] Centers for Disease Control and Prevention. *Cancer Prevention.* Available at [http://www.cdc.gov/cancer/dcpc/prevention/index.htm]. Accessed [March 7, 2013].

[8] National Cancer Institute. *Risk Factors.* Available at [http://www.cancer.gov/cancertopics/wyntk/cancer/page3]. Accessed [March 7, 2013].

Health Need Profile – **Cardiovascular Disease**

About Cardiovascular Disease– *why is it important?*

Cardiovascular disease—also called heart disease and coronary heart disease—includes several health conditions related to plaque buildup in the walls of the arteries, or atherosclerosis. As plaque builds up, the arteries narrow, restricting blood flow and creating the risk of heart attack. Currently, more than one in three adults (81.1 million) in the United States lives with one or more types of cardiovascular disease. In addition to being one of the leading causes of death in the United States, heart disease results in serious illness and disability, decreased quality of life, and hundreds of billions of dollars in economic loss every year[1].

Statistical data – *how is cardiovascular disease measured? What is the prevalence/incidence rate of cardiovascular disease in the community?*

Cardiovascular Disease Indicators

Indicators	Year	Comparison Level	Comparison Avg.	CHMC[2] Service Area	GSH[3] Service Area	SVMC[4] Service Area
Percent of adults receiving heart disease management services from a care provider	2011-2012	LAC	73.3%	71.0%	70.6%	70.6%
Percent of heart disease prevalence	2011	LAC	24.0%	22.6%	24.4%	24.4%
Rate of cardiovascular disease mortality per 10,000 adults	2010	CA	15.6	68.3	42.0	73.8
Rate of heart disease hospitalization per 100,000 adults	2010	CA	367.1	445.3	418.3	424.6

LAC=Los Angeles County
CA=California

Sub-populations experiencing the greatest impact (disparities)

Stakeholders identified low-income populations as the most severely impacted by cardiovascular disease.

Geographic areas of greatest impact (disparities)

By ZIP code, the following disparities were found:

- Rates of hospitalizations resulting from heart failure per 100,000 persons, which were higher when compared to California (367.1) in:

CHMC Service Area	GSH Service Area	SVMC Service Area
○ 90002-Watts (437.3)	○ 90013-Downtown Los Angeles (993.9)	○ 90008-Baldwin Hills/Crenshaw (730.0)
○ 90003-South Los Angeles (479.9)	○ 90014-Los Angeles (1,013.6)	○ 90016-West Adams (626.1)
○ 90008-Baldwin Hills/Crenshaw (730.0)	○ 90017-Downtown Los Angeles (391.3)	○ 90017-Downtown Los Angeles (391.3)
○ 90016-West Adams (626.1)	○ 90018-Jefferson Park (644.9)	○ 90018-Jefferson Park (644.9)
○ 90017-Downtown Los Angeles (391.3)	○ 90057-Westlake (380.0)	○ 90027-Griffith Park/Los Feliz (688.8)
○ 90018-Jefferson Park (644.9)		○ 90028-Hollywood (417.9)
○ 90037-South Los Angeles (501.0)		○ 90029-Downtown Los Angeles (471.3)
○ 90043-Hyde Park (723.4)		○ 90031-Montecito Heights (401.9)
○ 90044-Athens (601.5)		○ 90037-South Los Angeles (501.0)
○ 90047-South Los Angeles (860.0)		○ 90044-Athens (601.5)
○ 90057-Westlake (380.0)		
○ 90062-South Los Angeles (649.0)		

CHMC Service Area	GSH Service Area	SVMC Service Area
		○ 90046-Mount Olympus (473.4) ○ 90057-Westlake (380.0)

➢ Rates of heart disease mortality per 100,000 persons, which were higher when compared to California (15.6) in:

CHMC Service Area	GSH Service Area	SVMC Service Area
○ 90001-South Los Angeles (57.0) ○ 90002-Watts (70.0) ○ 90003-South Los Angeles (74.0) ○ 90004-Hancock Park (66.0) ○ 90005-Koreatown (49.0) ○ 90006-Pico Heights (65.0) ○ 90007-South Los Angeles (30.0) ○ 90008-Baldwin Hills/Crenshaw (94.0) ○ 90011-South Los Angeles (86.0) ○ 90015-Downtown Los Angeles (16.0) ○ 90016-West Adams (96.0) ○ 90017-Downtown Los Angeles (27.0) ○ 90018-Jefferson Park (96.0) ○ 90019-Country Club Park/Mid City (106.0) ○ 90020-Hancock Park (34.0) ○ 90026-Echo Park/Silverlake (89.0) ○ 90037-South Los Angeles (69.0) ○ 90043-Hyde Park (112.0) ○ 90044-Athens (137.0) ○ 90047-South Los Angeles (136.0) ○ 90057-Westlake (69.0) ○ 90062-South Los Angeles (58.0)	○ 90004-Hancock Park (66.0) ○ 90005-Koreatown (49.0) ○ 90006-Pico Heights (65.0) ○ 90007-South Los Angeles (30.0) ○ 90012-Chinatown (66.0) ○ 90013-Downtown Los Angeles (34.0) ○ 90014-Los Angeles (24.0) ○ 90015-Downtown Los Angeles (16.0) ○ 90017-Downtown Los Angeles (27.0) ○ 90018-Jefferson Park (96.0) ○ 90020-Hancock Park (34.0) ○ 90026-Echo Park/Silverlake (89.0) ○ 90057-Westlake (39.0)	○ 90004-Hancock Park (66.0) ○ 90005-Koreatown (49.0) ○ 90006-Pico Heights (65.0) ○ 90007-South Los Angeles (30.0) ○ 90008-Baldwin Hills/Crenshaw (94.0) ○ 90011-South Los Angeles (86.0) ○ 90016-West Adams (96.0) ○ 90017-Downtown Los Angeles (27.0) ○ 90018-Jefferson Park (96.0) ○ 90019-Country Club Park/Mid City (106.0) ○ 90020-Hancock Park (34.0) ○ 90026-Echo Park/Silverlake (89.0) ○ 90027-Griffith Park/Los Feliz (123.0) ○ 90028-Hollywood (52.0) ○ 90029-Downtown Los Angeles (75.0) ○ 90031-Montecito Heights (71.0) ○ 90037-South Los Angeles (69.0) ○ 90044-Athens (137.0) ○ 90046-Mount Olympus (473.4) ○ 90057-Westlake (69.0)

Stakeholders also identified South Los Angeles as the most severely impacted area.

Associated drivers and risk factors – *what is driving the high rates of cardiovascular disease in the community?*

A primary method of preventing cancer is screening for cervical, colorectal, and breast cancers[5]. The most common risk factors for cancer are growing older, obesity, tobacco, alcohol, sunlight exposure, certain chemicals, some viruses and bacteria, family history of cancer, poor diet, and lack of physical activity[6]. For data concerning health drivers, please refer to the *Scorecard*.

Community Input – *what do community stakeholders think about the issue of cardiovascular disease?*

Stakeholders linked cardiovascular disease to obesity, diabetes, and hypertension. They attributed high rates of cardiovascular disease to the lack of access to healthy foods, living in food deserts, living an unhealthy lifestyle, a lack of access to medical care, and the lack of transportation to obtain medical care. Cardiovascular disease was also identified as the number one cause of death.

[1] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=21. Accessed [February 28, 2013].

[2] California Hospital Medical Center

[3] Good Samaritan Hospital

[4] St. Vincent Medical Center

[5] Centers for Disease Control and Prevention. *Cancer Prevention.* Available at [http://www.cdc.gov/cancer/dcpc/prevention/index.htm]. Accessed [March 7, 2013].

[6] National Cancer Institute. *Risk Factors.* Available at [http://www.cancer.gov/cancertopics/wyntk/cancer/page3]. Accessed [March 7, 2013].

Health Need Profile – **Cholesterol**

About Cholesterol– *why is it important?*

Cholesterol is a waxy, fat-like substance necessary in the body. However, too much cholesterol in the blood can build up on artery walls, leading to heart disease—one of the leading causes of death in the United States—and stroke. About one of every six adults in the United States has high blood cholesterol. In addition, 2,200 Americans die of heart disease each day, an average of one death every 39 seconds[1].

Statistical data – *how is cholesterol measured? What is the prevalence/incidence rate of cholesterol in the community?*

Cholesterol Indicators

Indicator	Year	Comparison Level	Comparison Avg.	CHMC[2] Service Area	GSH[3] Service Area	SVMC[4] Service Area
Percent of adults 18 and older ever diagnosed with high cholesterol	2011	LAC	25.6%	24.6%	23.5%	23.5%

LAC=Los Angeles County

Sub-populations experiencing the greatest impact (disparities)

Stakeholders identified Asian men as the most severely impacted.

Geographic areas of greatest impact (disparities)

Stakeholders did not identify geographic disparities.

Associated drivers and risk factors – *what is driving the high rates of cholesterol in the community?*

Some health conditions, as well as lifestyle and genetic factors, can put people at a higher risk for developing high cholesterol. Age is a contributing factor; as people get older, cholesterol level tends to rise. Diabetes can also lead to the development of high cholesterol. Some behaviors can also lead to high cholesterol, including a diet high in saturated fats, trans fatty acids (trans fats), dietary cholesterol, or triglycerides. Being overweight and physical inactivity can also contribute to high cholesterol. Finally, high cholesterol can be hereditary[5]. For data concerning health drivers, please refer to the *Scorecard*.

Community Input – *what do community stakeholders think about the issue of cholesterol?*

Stakeholders linked high cholesterol to poor nutrition and poor lifestyle choices.

[1] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. High Cholesterol. Atlanta, GA Available at http://www.cdc.gov/cholesterol/index.htm. Accessed [March 4, 2013].

[2] California Hospital Medical Center

[3] Good Samaritan Hospital

[4] St. Vincent Medical Center

[5] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. High Cholesterol. Atlanta, GA. Available at http://www.cdc.gov/cholesterol/index.htm. Accessed [March 4, 2013].

Health Need Profile – **Colorectal Cancer**

About Colorectal Cancer– *why is it important?*

Colorectal cancer, defined as cancer that starts in the colon or the rectum, is the second leading cause of cancer-related deaths in the United States and is expected to cause about 50,830 deaths during 2013. The lifetime risk of developing colorectal cancer is about one in 20 (5.1%), with the risk being slightly lower in women than in men[1]. In addition, colorectal cancer is associated with overall cancer mortality, heavy alcohol consumption, obesity, diabetes prevalence and colon cancer screening.

The number of new colorectal cancer cases and the number of deaths from colorectal cancer are decreasing. The likely causes are regular screenings and improved treatment. Regular screenings can often detect colorectal cancer early on when the disease is most likely to be curable. Screenings can also find polyps, which can be removed before turning into cancer[2]. As a result, there are now more than one million survivors of colorectal cancer in the United States[3].

Given the success of colorectal cancer screening, public health organizations are working to increase awareness of these screenings among the general public and health care providers. Currently, only about half of Americans ages 50 or older have had any colorectal cancer screening[4].

Statistical data – *how is colorectal cancer measured? What is the prevalence/incidence rate of colorectal cancer in the community?*

Colorectal Cancer Indicators

Indicators	Year	Comparison Level	Comparison Avg.	CHMC[5] Service Area	GSH[6] Service Area	SVMC[7] Service Area
Percent who had a doctor recommend a colon test in the past 5 years	2011-2012	LAC	35.1%	**34.5%**	**24.1%**	**24.1%**
Percent who had a sigmoidoscopy, colonoscopy, or FOBT[1]	2011-2012	LAC	75.7%	**75.2%**	**70.1%**	**70.1%**
Rate of colorectal cancer incidences per 100,000 adults[2]	2010	CA	37.3	**38.2**	**38.2**	**38.2**
Rate of colorectal cancer mortality per 100,000 adults	2008	LAC	11.2	8.8	6.5	9.8

LAC=Los Angeles County
CA=California
Healthy People 2020 goal: [1]<=70.5%; [2]<=14.5 per 100,000 pop.

Sub-populations experiencing the greatest impact (disparities)

Stakeholders identified Asian males as the most impacted.

Geographic areas of greatest impact (disparities)

By ZIP code, the following disparities were found:

- Rates of colorectal cancer mortality per 100,000 adults, which were higher when compared to California (11.2) in:

CHMC Service Area	GSH Service Area	SVMC Service Area
○ 90008-Baldwin Hills/Crenshaw (33.8) ○ 90016-West Adams (17.2) ○ 90043-Hyde Park (14.0)	○ 90012-Chinatown (17.3) ○ 90014-Los Angeles (22.2)	○ 90008-Baldwin Hills/Crenshaw (33.8) ○ 90016-West Adams (17.2) ○ 90028-Hollywood (11.8)

CHMC Service Area	GSH Service Area	SVMC Service Area
○ 90047-South Los Angeles (17.7)		○ 90031-Montecito Heights (20.0) ○ 90046-Mount Olympus (18.3)

Stakeholders identified Asian males as the most impacted.

Associated drivers and risk factors – *what is driving the high rates of colorectal cancer in the community?*

The major factors that can increase the risk of colorectal cancer are increasing age and family history of colorectal cancer. Other less significant factors include a personal history of inflammatory bowel disease, inherited risk, heavy alcohol use, cigarette smoking, obesity, diabetes prevalence, and colon cancer screening[8]. Regular physical activity and diets high in vegetables, fruits, and whole grains have been linked with a decreased incidence of colorectal cancer[9]. For data concerning health drivers, please refer to the *Scorecard.*

Community Input – *what do community stakeholders think about the issue of colorectal cancer?*

Stakeholders mentioned colorectal cancer as an issue that was affecting the community. They also added that there has been an increase in those diagnosed with colorectal cancer among Asian men.

[1] American Cancer Society. *Colorectal Cancer.* Available at [http://www.cancer.org/cancer/colonandrectumcancer/detailedguide/colorectal-cancer-key-statistics]. Accessed [March 4, 2013].

[2] American Cancer Society. *Colorectal Cancer.* Available at [http://www.cancer.org/cancer/colonandrectumcancer/detailedguide/colorectal-cancer-detection]. Accessed [March 4, 2013].

[3] American Cancer Society. *Colorectal Cancer.* Available at [http://www.cancer.org/cancer/colonandrectumcancer/detailedguide/colorectal-cancer-key-statistics] Accessed [March 4, 2013].

[4] American Cancer Society. *Colorectal Cancer.* Available at [http://www.cancer.org/cancer/colonandrectumcancer/detailedguide/colorectal-cancer-key-statistics]. Accessed [March 4, 2013].

[5] California Hospital Medical Center

[6] Good Samaritan Hospital

[7] St. Vincent Medical Center

[8] National Cancer Institute. *Colorectal Cancer Prevention.* Available at [http://www.cancer.gov/cancertopics/pdq/prevention/colorectal/Patient/page3#Keypoint4]. Accessed [March 4, 2013].

[9] American Cancer Society. *Colorectal Cancer.* Available at Available at [http://www.cancer.org/cancer/colonandrectumcancer/detailedguide/colorectal-cancer-risk-factors]. Accessed [March 4, 2013].

Health Need Profile – **Diabetes**

About Diabetes – *why is it important?*

Diabetes affects an estimated 23.6 million people and is the seventh leading cause of death in the United States. Diabetes lowers life expectancy by up to 15 years, increases the risk of heart disease by two to four times, and is the leading cause of kidney failure, lower-limb amputations, and adult-onset blindness[1]. A diabetes diagnosis can also indicate an unhealthy lifestyle—a risk factor for further health issues—and is also linked to obesity.

Given the steady rise in the number of people with diabetes, and the earlier onset of Type 2 diabetes, there is growing concern about substantial increases in diabetes-related complications and their potential to impact and overwhelm the health care system. There is a clear need to take advantage of recent discoveries about the individual and societal benefits of improved diabetes management and prevention by bringing life-saving findings into wider practice, and complementing those strategies with efforts in primary prevention among those at risk for developing diabetes[2].

In addition, evidence is emerging that diabetes is associated with other co-morbidities, including cognitive impairment, incontinence, fracture risk, and cancer risk and prognosis[3].

Statistical data – *how is diabetes measured? What is the prevalence/incidence rate of diabetes in the community?*

Diabetes Indicators

Indicators	Year	Comparison Level	Comparison Avg.	CHMC[4] Service Area	GSH[5] Service Area	SVMC[6] Service Area
Percent of adults 18 and older ever diagnosed with diabetes	2011	LAC	9.5%	8.2%	8.7%	8.7%
Percent of adults who feel confident in their ability to manage their diabetes	2011-2012	LAC	86.4%	79.8%	80.1%	80.1%
Rate of adult diabetes hospitalizations per 100,000 adults	2010	CA	145.6	228.2	197.3	193.3
Rate of diabetes mortality per 10,000 pop....	2010	CA	1.9	8.4	9.8	9.8
Rate of hospitalizations for uncontrolled diabetes per 100,000 adults	2009	CA	9.5	24.1	22.5	20.3
Rate of youth diabetes hospitalizations per 100,000 adults	2010	CA	34.9	26.8	9.1	21.6

LAC=Los Angeles County
CA=California

Sub-populations experiencing the greatest impact (disparities)

Stakeholders identified Asians, African Americans, Filipinos, Latinos, Native Americans, low income youth, women, the aging population, uninsured, and undocumented as the most impacted sub-populations.

Geographic areas of greatest impact (disparities)

By ZIP code, the following disparities were found:

- Rates of diabetes hospitalizations per 100,000 adults, which were higher when compared to California (145.6) in:

CHMC Service Area	GSH Service Area	SVMC Service Area
○ 90001-South Los Angeles (245.1)	○ 90006-Pico Heights (224.7)	○ 90006-Pico Heights (224.7)

CHMC Service Area	GSH Service Area	SVMC Service Area
○ 90002-Watts (343.6) ○ 90003-South Los Angeles (229.4) ○ 90006-Pico Heights (224.7) ○ 90007-South Los Angeles (151.5) ○ 90008-Baldwin Hills/Crenshaw (371.2) ○ 90011-South Los Angeles (197.3) ○ 90015-Downtown Los Angeles (189.6) ○ 90016-West Adams (355.1) ○ 90018-Jefferson Park (274.4) ○ 90019-Country Club Park/Mid City (181.5) ○ 90026-Echo Park/Silverlake (145.9) ○ 90037-South Los Angeles (285.5) ○ 90043-Hyde Park (363.9) ○ 90044-Athens (356.4) ○ 90047-South Los Angeles (337.4) ○ 90057-Westlake (226.7) ○ 90062-South Los Angeles (277.3)	○ 90007-South Los Angeles (151.5) ○ 90013-Downtown Los Angeles (450.2) ○ 90014-Los Angeles (385.4) ○ 90015-Downtown Los Angeles (189.6) ○ 90018-Jefferson Park (274.4) ○ 90021-Downtown Los Angeles (303.7) ○ 90026-Echo Park/Silverlake (145.9) ○ 90057-Westlake (226.7)	○ 90007-South Los Angeles (151.5) ○ 90008-Baldwin Hills/Crenshaw (371.2) ○ 90011-South Los Angeles (197.3) ○ 90016-West Adams (355.1) ○ 90018-Jefferson Park (274.4) ○ 90019-Country Club Park/Mid City (181.5) ○ 90026-Echo Park/Silverlake (145.9) ○ 90027-Griffith Park/Los Feliz (152.8) ○ 90028-Hollywood (149.8) ○ 90029-Downtown Los Angeles (196.8) ○ 90031-Montecito Heights (203.5) ○ 90037-South Los Angeles (285.5) ○ 90044-Athens (356.4) ○ 90057-Westlake (226.7)

➢ Rates of diabetes hospitalizations per 100,000 youth, which were higher when compared to California (34.9) in:

CHMC Service Area	GSH Service Area	SVMC Service Area
○ 90002-Watts (81.1) ○ 90003-South Los Angeles (42.6) ○ 90008-Baldwin Hills/Crenshaw (68.5) ○ 90016-West Adams (65.1) ○ 90043-Hyde Park (55.2) ○ 90044-Athens (48.5)		○ 90008-Baldwin Hills/Crenshaw (68.5) ○ 90016-West Adams (65.1) ○ 90028-Hollywood (70.3) ○ 90031-Montecito Heights (38.8) ○ 90044-Athens (48.5)

➢ Rates of hospitalizations due to uncontrolled diabetes per 100,000 adults, which were higher when compared to California (9.5) in:

CHMC Service Area	GSH Service Area	SVMC Service Area
○ 90001-South Los Angeles (27.1) ○ 90002-Watts (36.6) ○ 90003-South Los Angeles (21.8) ○ 90004-Hancock Park (22.7) ○ 90006-Pico Heights (16.5) ○ 90007-South Los Angeles (12.9) ○ 90008-Baldwin Hills/Crenshaw (25.7) ○ 90011-South Los Angeles (21.2) ○ 90015-Downtown Los Angeles (31.2)	○ 90004 ○ 90006 ○ 90007-South Los Angeles (12.9) ○ 90013-Downtown Los Angeles (41.1) ○ 90014-Los Angeles (75.9) ○ 90015-Downtown Los Angeles (31.2) ○ 90017-Downtown Los Angeles (32.5) ○ 90018-Jefferson Park (45.5)	○ 90004 ○ 90006 ○ 90007-South Los Angeles (12.9) ○ 90008-Baldwin Hills/Crenshaw (25.7) ○ 90011-South Los Angeles (21.2) ○ 90016-West Adams (36.4) ○ 90017-Downtown Los Angeles (32.5) ○ 90018-Jefferson Park (45.5) ○ 90019-Country Club Park/Mid

CHMC Service Area	GSH Service Area	SVMC Service Area
○ 90016-West Adams (36.4) ○ 90017-Downtown Los Angeles (32.5) ○ 90018-Jefferson Park (45.5) ○ 90019-Country Club Park/Mid City (19.8) ○ 90026-Echo Park/Silverlake (17.4) ○ 90037-South Los Angeles (26.6) ○ 90043-Hyde Park (31.2) ○ 90044-Athens (29.1) ○ 90047-South Los Angeles (33.1) ○ 90057-Westlake (28.0) ○ 90062-South Los Angeles (29.6)	○ 90026-Echo Park/Silverlake (17.4) ○ 90057-Westlake (28.0)	City (19.8) ○ 90026-Echo Park/Silverlake (17.4) ○ 90028-Hollywood (12.7) ○ 90029-Downtown Los Angeles (38.3) ○ 90031-Montecito Heights (22.2) ○ 90044-Athens (29.1) ○ 90057-Westlake (28.0)

➢ Rates of diabetes mortality per 10,000 adults, which were higher when compared to California (1.9) in:

CHMC Service Area	GSH Service Area	SVMC Service Area
○ 90001-South Los Angeles (4.0) ○ 90002-Watts (12.0) ○ 90003-South Los Angeles (9.0) ○ 90004-Hancock Park (10.0) ○ 90005-Koreatown (5.0) ○ 90006-Pico Heights (16.0) ○ 90007-South Los Angeles (8.0) ○ 90008-Baldwin Hills/Crenshaw (12.0) ○ 90011-South Los Angeles (12.0) ○ 90015-Downtown Los Angeles (3.0) ○ 90016-West Adams (17.0) ○ 90017-Downtown Los Angeles (5.0) ○ 90018-Jefferson Park (8.0) ○ 90019-Country Club Park/Mid City (14.0) ○ 90020-Hancock Park (2.0) ○ 90026-Echo Park/Silverlake (9.0) ○ 90037-South Los Angeles (15.0) ○ 90043-Hyde Park (13.0) ○ 90044-Athens (21.0) ○ 90047-South Los Angeles (19.0) ○ 90057-Westlake (8.0) ○ 90062-South Los Angeles (14.0)	○ 90004-Hancock Park (10.0) ○ 90005-Koreatown (5.0) ○ 90006-Pico Heights (16.0) ○ 90007-South Los Angeles (8.0) ○ 90012-Chinatown (6.0) ○ 90014-Los Angeles (5.0) ○ 90015-Downtown Los Angeles (3.0) ○ 90017-Downtown Los Angeles (5.0) ○ 90018-Jefferson Park (8.0) ○ 90020-Hancock Park (2.0) ○ 90021-Downtown Los Angeles (2.0) ○ 90026-Echo Park/Silverlake (9.0) ○ 90057-Westlake (8.0)	○ 90004-Hancock Park (10.0) ○ 90005-Koreatown (5.0) ○ 90006-Pico Heights (16.0) ○ 90007-South Los Angeles (8.0) ○ 90008-Baldwin Hills/Crenshaw (12.0) ○ 90011-South Los Angeles (12.0) ○ 90016-West Adams (17.0) ○ 90017-Downtown Los Angeles (5.0) ○ 90018-Jefferson Park (8.0) ○ 90019-Country Club Park/Mid City (14.0) ○ 90020-Hancock Park (2.0) ○ 90026-Echo Park/Silverlake (9.0) ○ 90027-Griffith Park/Los Feliz (6.0) ○ 90028-Hollywood (6.0) ○ 90029-Downtown Los Angeles (9.0) ○ 90031-Montecito Heights (13.0) ○ 90037-South Los Angeles (15.0) ○ 90044-Athens (21.0) ○ 90057-Westlake (8.0)

Stakeholders identified geographic areas including Chinatown, East Los Angeles, and northeast portions of Los Angeles County as particularly impacted by diabetes.

Associated drivers and risk factors – *what is driving the high rates of diabetes in the community?*

Factors associated with diabetes include being overweight, having high blood pressure, high cholesterol, high blood sugar (or glucose), physical inactivity, smoking, unhealthy eating, age, race, gender, and having a family history of diabetes[7]. For data concerning health drivers, please refer to the *Scorecard.*

"The main issue is families and culture. They tend to eat the same kind of food as in the past even if it's unhealthy."
(Resident Focus Group Participant)

Community Input – *what do community stakeholders think about the issue of diabetes?*

Stakeholders linked diabetes to obesity and hypertension. They also attributed the prevalence of diabetes to a number of factors including the high cost and lack of access to healthy food, as well as living in a food desert and lifestyle choices. Other factors include lack of access to health services, language barriers, and transportation. They also linked diabetes to obesity and physical inactivity. Stakeholders also stated that diabetes is an increasing issue among communities of color.

"As immigrants assimilate, especially Latinos, many stop practicing traditions they grew up with or customs that included activity and take up unhealthy habits, become inactive and consume high levels of fat and salt."
(Health Professional, National Health Organization)

[1] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www healthypeople gov/2020/topicsobjectives2020/overview.aspx?topicid=32. Accessed [February 26, 2013].

[2] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=32. Accessed [February 26, 2013].

[3] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020 Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=32. Accessed [February 26, 2013].

[4] California Hospital Medical Center

[5] Good Samaritan Hospital

[6] St. Vincent Medical Center

Health Need Profile – **HIV/AIDS**

About HIV/AIDS– *why is it important?*

More than 1.1 million people in the United States are living with HIV and almost one in five (18.1%) are unaware of their infection[1]. HIV infection weakens the immune system, making those living with HIV highly susceptible to a variety of illnesses and cancers, including tuberculosis (TB), cytomegalovirus (CMV), cryptococcal meningitis, lymphomas, kidney disease, and cardiovascular disease[2]. Without treatment, almost all people infected with HIV will develop AIDS[3]. While HIV is a chronic medical condition that can be treated, the disease cannot yet be cured.

The risk of acquiring HIV is increased by engaging in unprotected sex, having another sexually transmitted infection, sharing intravenous drugs, having been diagnosed with hepatitis, tuberculosis, or malaria, and having been exposed to the virus as a fetus or infant before or during birth or through breastfeeding from a mother infected with HIV[4]. Racial disparities in HIV prevalence persist; African Americans and Hispanics/Latinos are disproportionately affected by HIV and experience the most severe burden of HIV compared with other races and ethnicities in the United States. Prevention efforts to reduce the spread of HIV in the United States encompass many components, such as behavioral interventions, HIV testing, and linkage to treatment and care[5].

> *"HIV related illness is decreasing, but there are many affected children (children of infected parents). The number of infected kids 10 years old and under is decreasing but there is an increase in infected teens ages 10 and over."*
> *(CEO, Community Based Foundation)*

Statistical data – *how is HIV/AIDS measured? What is the prevalence/incidence rate of HIV/AIDS in the community?*

HIV/AIDS Indicators

Indicators	Year	Comparison Level	Comparison Avg.	CHMC[6] Service Area	GSH[7] Service Area	SVMC[8] Service Area
Rate of HIV mortality per 100,000 adults	2012	LAC	3.0	5.7	6.8	6.8
Rate of HIV/AIDS hospitalizations per 100,000 adults	2010	CA	11.0	36.5	56.1	43.4
Rate of HIV/AIDS incidences per 100,000 adults	2012	LAC	24.9	38.9	55.7	55.7

LAC=Los Angeles County
CA=California

Sub-populations experiencing the greatest impact (disparities)

Stakeholders indicated the homeless, GLBTQ (gay, lesbian, bisexual, transgender, and queer culture), teenagers, low-income women, and teenagers transitioning into adults as the most severely impacted sub-populations.

> *"Women find out that they are HIV positive after their partner becomes ill or dies of the disease. We do workshops and use a promotora model to enter the community and break the silence and isolation."*
> *(Executive Director, Community Based Organization)*

Geographic areas of greatest impact (disparities)

By ZIP code, the following disparities were found:

- Rates of HIV hospitalizations per 100,000 adults, which were higher when compared to California (11.0) in:

CHMC Service Area	GSH Service Area	SVMC Service Area
○ 90001-South Los Angeles (22.8)	○ 90004-Hancock Park (41.8)	○ 90006-Pico Heights (18.6)
○ 90002-Watts (31.2)	○ 90006-Pico Heights (18.6)	○ 90008-Baldwin Hills/Crenshaw

CHMC Service Area	GSH Service Area	SVMC Service Area
○ 90003-South Los Angeles (31.7) ○ 90004-Hancock Park (41.8) ○ 90005-Koreatown (18.6) ○ 90006-Pico Heights (18.6) ○ 90008-Baldwin Hills/Crenshaw (71.1) ○ 90010-Wilshire (105.3) ○ 90011-South Los Angeles (21.2) ○ 90015-Downtown Los Angeles (42.1) ○ 90016-West Adams (71.4) ○ 90017-Downtown Los Angeles (42.1) ○ 90018-Jefferson Park (50.7) ○ 90019-Country Club Park/Mid City (20.2) ○ 90026-Echo Park/Silverlake (33.9) ○ 90037-South Los Angeles (12.8) ○ 90043-Hyde Park (31.3) ○ 90044-Athens (22.3) ○ 90047-South Los Angeles (45.3) ○ 90057-Westlake (57.8) ○ 90062-South Los Angeles (21.3)	○ 90013-Downtown Los Angeles (220.9) ○ 90014-Los Angeles (114.2) ○ 90015-Downtown Los Angeles (42.1) ○ 90018-Jefferson Park (50.7) ○ 90021-Downtown Los Angeles (25.3) ○ 90026-Echo Park/Silverlake (33.9) ○ 90057-Westlake (57.8)	(71.1) ○ 90011-South Los Angeles (21.2) ○ 90016-West Adams (71.4) ○ 90018-Jefferson Park (50.7) ○ 90019-Country Club Park/Mid City (20.2) ○ 90026-Echo Park/Silverlake (145.9) ○ 90027-Griffith Park/Los Feliz (55.4) ○ 90028-Hollywood (101.0) ○ 90029-Downtown Los Angeles (44.0) ○ 90037-South Los Angeles (12.8) ○ 90044-Athens (22.3) ○ 90046-Mount Olympus (88.5) ○ 90057-Westlake (57.8)

Stakeholders identified South Los Angeles as being the most severely impacted.

Associated drivers and risk factors – *what is driving the high rates of HIV/AIDS in the community?*

The following factors are associated with HIV/AIDS: injection drug use, risky sexual behaviors[9], poverty, heavy alcohol consumption, liquor store access, and HIV screenings. HIV prevalence is highest among gay, bisexual, and other men who have sex with men, and among African Americans[10].

"However, despite many gains in HIV/AIDS disease management, we still see people of color who are poor with such an advanced disease at diagnosis that they're really on the edge of death. It's surprising to see individuals still come in so late, immune system ravaged and at 80% of body weight."
(Executive Director, Community Based Organization

Untreated HIV infection is associated with many diseases including cardiovascular disease, kidney disease, liver disease, and cancer[11]. Persons with the HIV infection are disproportionately affected by viral hepatitis, and those co-infected with HIV and viral hepatitis experience greater liver-related health problems than those who do not have the HIV infection[12]. For data concerning health drivers, please refer to the *Scorecard*.

Community Input – *what do community stakeholders think about the issue of HIV/AIDS?*

"It is like what it was 20 years ago: clients are facing discrimination, living in secrecy among peers in the community, and now back to family as well. As a result, they are facing emotional and mental issues, in addition to physical issues."
(CEO, Community Based Foundation)

Stakeholders stated that there have been fewer newly diagnosed HIV/AIDS cases and improvements in care management though there is still a need for more education and prevention services and other measures around HIV/AIDS including family-based programming and services, mental health services (to alleviate the

depression and anxiety experienced by those with HIV/AIDS), and more collaboration from hospitals.

[1] Centers for Disease Control and Prevention. *Drug-Associated HIV Transmission Continues in the United States.* Available at [http://www.cdc.gov/hiv/resources/factsheets/idu.htm]. Accessed [February 28, 2013].

[2] Mayo Clinic. *Complications.* Available at [http://www.mayoclinic.com/health/hiv-aids/DS00005/DSECTION=complications]. Accessed [March 1, 2013].

[3] National Institutes of Health, *HIV Infection.* Available at [http://www.nlm.nih.gov/medlineplus/ency/article/000602.htm]. Accessed [March 1, 2013].

[4] National Institute of Allergy and Infectious Diseases. *HIV Risk Factors.* Available at [http://www.niaid.nih.gov/topics/hivaids/understanding/pages/riskfactors.aspx]. Accessed [March 6, 2013].

[5] Centers for Disease Control and Prevention. *CDC's HIV Prevention Progress in the United States.* Available at [http://www.cdc.gov/hiv/resources/factsheets/cdcprev.htm]. Accessed [February 28, 2013].

[6] California Hospital Medical Center

[7] Good Samaritan Hospital

[8] St. Vincent Medical Center

[9] Centers for Disease Control and Prevention. *Drug-Associated HIV Transmission Continues in the United States.* Available at [http://www.cdc.gov/hiv/resources/factsheets/idu.htm]. Accessed [February 28, 2013].

[10] Centers for Disease Control and Prevention, *HIV in the United States: At A Glance.* Available at [http://www.cdc.gov/hiv/resources/factsheets/us.htm]. Accessed [February 28, 2013].

[11] Centers for Disease Control and Prevention. *Basic Information about HIV and AIDS.* Available at [http://www.cdc.gov/hiv/topics/basic/index.htm]. Accessed [March 1, 2013].

[12] Centers for Disease Control and Prevention. *HIV and Viral Hepatitis.* Available at [http://www.cdc.gov/hiv/resources/factsheets/hepatitis.htm]. Accessed [March 1, 2013].

Health Need Profile – **Hypertension**

About Hypertension– *why is it important?*

Hypertension, defined as a blood pressure reading of 140/90 or higher, affects one in three adults in the United States[1]. With no symptoms or warning signs and the ability to cause serious damage to the body, the condition has been called a silent killer. If untreated, high blood pressure can lead to heart failure, blood vessel aneurysms, kidney failure, heart attack, stroke, and vision changes or blindness[2]. High blood pressure can be controlled through medicines and lifestyle change, however, patient adherence to treatment regimens is a significant barrier to controlling high blood pressure[3].

Statistical data – *how is hypertension measured? What is the prevalence/incidence rate of hypertension in the community?*

Hypertension Indicators

Indicators	Year	Comparison Level	Comparison Avg.	CHMC[4] Service Area	GSH[5] Service Area	SVMC[6] Service Area
Percent of adults ever diagnosed with high blood pressure[1]	2011	LAC	24.0%	22.6%	24.4%	24.4%
Percent of adults taking any medications to control their high blood pressure[2]	2009	LAC	70.4%	68.5%	65.3%	65.3%
Rate of hypertension mortality per 10,000 adults	2010	CA	1.0	5.1	2.6	5.1

LAC=Los Angeles County
CA=California
Healthy People 2020 goal: [1]<=26.9%; [2]<=69.5%

Sub-populations experiencing the greatest impact (disparities)

Stakeholders indicated that hypertension mostly impacts Latinos, African-Americans, the homeless, uninsured, underinsured, and day laborers.

Geographic areas of greatest impact (disparities)

By ZIP code, the following disparities were found:

- Rates of hypertension mortality per 10,000 adults, which were higher when compared to California (1.0) in:

CHMC Service Area	GSH Service Area	SVMC Service Area
○ 90001-South Los Angeles (8.0)	○ 90004-Hancock Park (7.0)	○ 90004-Hancock Park (7.0)
○ 90002-Watts (10.0)	○ 90005-Koreatown (4.0)	○ 90005-Koreatown (4.0)
○ 90003-South Los Angeles (8.0)	○ 90006-Pico Heights (4.0)	○ 90006-Pico Heights (4.0)
○ 90004-Hancock Park (7.0)	○ 90012-Chinatown (4.0)	○ 90008-Baldwin Hills/Crenshaw (5.0)
○ 90005-Koreatown (4.0)	○ 90013-Downtown Los Angeles (2.0)	○ 90011-South Los Angeles (8.0)
○ 90006-Pico Heights (4.0)	○ 90015-Downtown Los Angeles (2.0)	○ 90016-West Adams (9.0)
○ 90008-Baldwin Hills/Crenshaw (5.0)	○ 90018-Jefferson Park (7.0)	○ 90018-Jefferson Park (7.0)
○ 90011-South Los Angeles (8.0)	○ 90020-Hancock Park (3.0)	○ 90019-Country Club Park/Mid City (9.0)
○ 90015-Downtown Los Angeles (2.0)	○ 90026-Echo Park/Silverlake (3.0)	○ 90020-Hancock Park (3.0)
○ 90016-West Adams (9.0)	○ 90057-Westlake (4.0)	○ 90026-Echo Park/Silverlake (3.0)
○ 90018-Jefferson Park (7.0)		○ 90027-Griffith Park/Los Feliz (5.0)
○ 90019-Country Club Park/Mid City (9.0)		○ 90028-Hollywood (2.0)

CHMC Service Area	GSH Service Area	SVMC Service Area
○ 90020-Hancock Park (3.0) ○ 90026-Echo Park/Silverlake (3.0) ○ 90037-South Los Angeles (5.0) ○ 90043-Hyde Park (6.0) ○ 90044-Athens (12.0) ○ 90047-South Los Angeles (12.0) ○ 90057-Westlake (4.0) ○ 90062-South Los Angeles (2.0)		○ 90029-Downtown Los Angeles (3.0) ○ 90031-Montecito Heights (5.0) ○ 90037-South Los Angeles (5.0) ○ 90044-Athens (12.0) ○ 90046-Mount Olympus (12.0) ○ 90057-Westlake (4.0)

Stakeholders indicated that Los Angeles is generally impacted by hypertension.

Associated drivers and risk factors – *what is driving the high rates of hypertension in the community?*

Smoking, obesity, regular consumption of salt and fat, excessive drinking, and physical inactivity are risk factors for hypertension. People who have previously had a stroke, have high cholesterol, or have heart or kidney disease are also at higher risk of developing hypertension. For data concerning health drivers, please refer to the *Scorecard*.

Community Input – *what do community stakeholders think about the issue of hypertension?*

Stakeholders indicated that hypertension is closely related and linked to diabetes, obesity, stress, and lifestyle choices. Stakeholders added that people were not getting regular medical check-ups and were waiting until an emergency, often because the cost of seeking treatment is high and the lack of access to health care. Stakeholders also mentioned that effective management of such diseases remains a major hurdle given the shortage in programs and education.

> *"Hypertension is going up because people are not getting it checked; they not aware have it, they not going to the doctor on regular basis, and as the population ages they have a tendency to have higher blood pressure."*
> *(Foundation Relations Director, Health Organization*

[1] National Institutes of Health. *Hypertension (High Blood Pressure).* Available at http://report.nih.gov/nihfactsheets/ViewFactSheet.aspx?csid=97. Accessed [March 12, 2013].

[2] National Heart, Lung, and Blood Institute. *Blood Pressure: Signs & Symptoms.* Available at http://www.nhlbi.nih.gov/health/health-topics/topics/hbp/signs.html. Accessed [March 12, 2013].

[3] National Institutes of Health. *Hypertension (High Blood Pressure).* Available at http://report.nih.gov/nihfactsheets/ViewFactSheet.aspx?csid=97. Accessed [March 12, 2013].

[4] California Hospital Medical Center

[5] Good Samaritan Hospital

[6] St. Vincent Medical Center

Health Need Profile – **Mental Health**

About Mental Health– *why is it important?*

Mental illness is a common cause of disability. Untreated disorders may leave individuals at risk for substance abuse, self-destructive behavior, and suicide. Additionally, mental health disorders can have a serious impact on physical health and are associated with the prevalence, progression, and outcome of chronic diseases[1]. Suicide is considered a major preventable public health problem. In 2010, suicide was the tenth leading cause of death among Americans of all ages, and the second leading cause of death among people between the ages of 25 and 34[2]. An estimated 11 attempted suicides occur per every suicide death.

Research shows that more than 90% of those who die by suicide suffer from depression or other mental disorders or a substance-abuse disorder (often in combination with other mental disorders)[3]. Among adults, mental disorders are common, with approximately one-quarter of adults being diagnosed with one or more disorders[4]. Mental disorders are not only associated with suicide, but also with chronic diseases, a family history of mental illness, age, substance abuse, and life-event stresses[5].

Interventions to prevent suicide include therapy, medication, and programs that focus on both suicide risk and mental or substance-abuse disorders. Another intervention is improving primary care providers' ability to recognize and treat suicide risk factors, given the research indicating that older adults and women who die by suicide are likely to have seen a primary care provider in the year before their death[6].

Statistical data – *how is mental health measured? What is the prevalence/incidence rate of mental health in the community?*

Mental Health Indicators

Indicators	Year	Comparison Level	Comparison Avg.	CHMC[7] Service Area	GSH[8] Service Area	SVMC[9] Service Area
Average number of poor mental and/or physical health days in the past month reported by adults	2011	LAC	5.4	5.3	5.9	5.9
Percent of adults 18 and older ever diagnosed with anxiety	2011	LAC	11.3%	11.5%	11.1%	11.1%
Percent of adults 18 and older ever diagnosed with depression	2011	LAC	12.2%	12.1%	12.1%	12.1%
Percent of adults who had serious psychological distress in the last year	2011-2012	LAC	8.0%	8.1%	9.2%	9.2%
Percent of adults who received adequate social an emotional support	2011	LAC	64.0%	70.3%	64.4%	64.4%
Rate of adult alcohol and drug induced mental illness per 100,000 adults	2010	CA	109.1	102.0	199.9	112.9
Rate of adult hospitalizations per 100,000 adults	2010	CA	551.7	763.1	1,091.3	715.0
Rate of suicides per 10,000 adults[1]	2010	CA	1.0	0.6	1.1	0.7
Rate of youth (under 18) hospitalizations per 100,000 adults	2010	CA	256.4	343.5	302.4	308.5

LAC=Los Angeles County
CA=California
Healthy People 2020 goal: [1]<=1.0 per 10,000 pop.

Sub-populations experiencing the greatest impact (disparities)

Stakeholders identified battered women, the homeless, low-income, veterans, undocumented immigrants, men in gangs, prisoners released early coming out with psychiatric issues, and youth (foster youth aging out of the foster system and high school youth) as the most severely impacted.

"People who have lost their job recently and the newly homeless are the most affected. There is also a stigma about mental health and some people won't seek help, don't know about resources, how to get on Medicare or Medi-Cal, or get access to other health resources." (Vice President of Human Resources, Community Based Organization)

Geographic areas of greatest impact (disparities)

By ZIP code, the following disparities were found:

- Rates of alcohol/drug induced mental disease hospitalizations per 100,000 adults, which were higher when compared to California (109.1) in:

CHMC Service Area	GSH Service Area	SVMC Service Area
○ 90001-South Los Angeles (190.9)	○ 90010-Wilshire (157.9)	○ 90010-Wilshire (157.9)
○ 90010-Wilshire (157.9)	○ 90012-Chinatown (119.0)	○ 90016-West Adams (132.4)
○ 90016-West Adams (132.4)	○ 90013-Downtown Los Angeles (925.9)	○ 90018-Jefferson Park (111.5)
○ 90018-Jefferson Park (111.5)	○ 90014-Los Angeles (670.9)	○ 90026-Echo Park/Silverlake (179.4)
○ 90026-Echo Park/Silverlake (179.4)	○ 90018-Jefferson Park (111.5)	○ 90027-Griffith Park/Los Feliz (179.4)
○ 90037-South Los Angeles (112.4)	○ 90021-Downtown Los Angeles (202.5)	○ 90028-Hollywood (156.7)
○ 90047-South Los Angeles (117.3)	○ 90026-Echo Park/Silverlake (179.4)	○ 90031-Montecito Heights (129.7)
○ 90057-Westlake (135.6)	○ 90057-Westlake (135.6)	○ 90037-South Los Angeles (112.4)
		○ 90046-Mount Olympus (210.0)
		○ 90057-Westlake (135.6)

- Rates of mental health hospitalizations per 100,000 adults, which were higher when compared to California (557.1) in:

CHMC Service Area	GSH Service Area	SVMC Service Area
○ 90001-South Los Angeles (865.0)	○ 90004-Hancock Park (619.2)	○ 90004-Hancock Park (619.2)
○ 90002-Watts (782.9)	○ 90005-Koreatown (607.7)	○ 90005-Koreatown (607.7)
○ 90003-South Los Angeles (759.1)	○ 90006-Pico Heights (713.0)	○ 90006-Pico Heights (713.0)
○ 90004-Hancock Park (619.2)	○ 90010-Wilshire (789.5)	○ 90008-Baldwin Hills/Crenshaw (924.9)
○ 90005-Koreatown (607.7)	○ 90013-Downtown Los Angeles (3,644.2)	○ 90010-Wilshire (789.5)
○ 90006-Pico Heights (713.0)	○ 90014-Los Angeles (3,683.1)	○ 90011-South Los Angeles (739.2)
○ 90008-Baldwin Hills/Crenshaw (924.9)	○ 90015-Downtown Los Angeles (695.2)	○ 90016-West Adams (916.0)
○ 90010-Wilshire (789.5)	○ 90017-Downtown Los Angeles (723.7)	○ 90017-Downtown Los Angeles (723.7)
○ 90011-South Los Angeles (739.2)	○ 90018-Jefferson Park (973.4)	○ 90018-Jefferson Park (973.4)
○ 90015-Downtown Los Angeles (695.2)	○ 90021-Downtown Los Angeles (1,214.9)	○ 90019-Country Club Park/Mid City (674.9)
○ 90016-West Adams (916.0)	○ 90057-Westlake (620.0)	○ 90027-Griffith Park/Los Feliz (739.7)
○ 90017-Downtown Los Angeles (723.7)		○ 90028-Hollywood (1,030.9)
○ 90018-Jefferson Park (973.4)		○ 90037-South Los Angeles (969.9)
○ 90019-Country Club Park/Mid City (674.9)		○ 90044-Athens (979.9)

CHMC Service Area	GSH Service Area	SVMC Service Area
○ 90037-South Los Angeles (969.9) ○ 90043-Hyde Park (1,205.7) ○ 90044-Athens (979.9) ○ 90047-South Los Angeles (839.4) ○ 90057-Westlake (620.0) ○ 90062-South Los Angeles (840.9)		○ 90046-Mount Olympus (889.2) ○ 90057-Westlake (620.0)

➢ Rates of mental health hospitalizations per 100,000 youth, which were higher when compared to California (256.4) in:

CHMC Service Area	GSH Service Area	SVMC Service Area
○ 90002-Watts (399.9) ○ 90003-South Los Angeles (362.1) ○ 90004-Hancock Park (376.1) ○ 90005-Koreatown (313.2) ○ 90006-Pico Heights (264.4) ○ 90010-Wilshire (520.8) ○ 90011-South Los Angeles (408.8) ○ 90016-West Adams (260.3) ○ 90018-Jefferson Park (278.1) ○ 90019-Country Club Park/Mid City (294.1) ○ 90026-Echo Park/Silverlake (374.9) ○ 90037-South Los Angeles (572.4) ○ 90043-Hyde Park (487.6) ○ 90044-Athens (418.8) ○ 90047-South Los Angeles (613.7) ○ 90057-Westlake (299.1) ○ 90062-South Los Angeles (489.9)	○ 90004-Hancock Park (619.2) ○ 90005-Koreatown (607.7) ○ 90006-Pico Heights (713.0) ○ 90010-Wilshire (520.8) ○ 90018-Jefferson Park (278.1) ○ 90021-Downtown Los Angeles (1.250.0) ○ 90026-Echo Park/Silverlake (374.9) ○ 90057-Westlake (620.0)	○ 90004-Hancock Park (619.2) ○ 90005-Koreatown (607.7) ○ 90006-Pico Heights (713.0) ○ 90010-Wilshire (520.8) ○ 90011-South Los Angeles (408.8) ○ 90016-West Adams (260.3) ○ 90018-Jefferson Park (278.1) ○ 90019-Country Club Park/Mid City (294.1) ○ 90026-Echo Park/Silverlake (374.9) ○ 90028-Hollywood (351.4) ○ 90031-Montecito Heights (349.3) ○ 90037-South Los Angeles (572.4) ○ 90044-Athens (979.9) ○ 90046-Mount Olympus (505.2) ○ 90057-Westlake (299.1)

➢ Rates of suicide per 10,000 adults, which were higher when compared to California (1.0) in:

CHMC Service Area	GSH Service Area	SVMC Service Area
○ 90015-Downtown Los Angeles (1.1) ○ 90020-Hancock Park (1.5) ○ 90057-Westlake (1.3)	○ 900012-Chinatown (1.6) ○ 90013-Downtown Los Angeles (1.7) ○ 90014-Los Angeles (4.3) ○ 90015-Downtown Los Angeles (1.1) ○ 90020-Hancock Park (1.5) ○ 90021-Downtown Los Angeles (2.5) ○ 90057-Westlake (1.3)	○ 90020-Hancock Park (1.5) ○ 90027-Griffith Park/Los Feliz (1.3) ○ 90028-Hollywood (1.4) ○ 90046-Mount Olympus (2.7) ○ 90057-Westlake (1.3)

Stakeholders identified Skid Row in Downtown Los Angeles, East and Southeast Los Angeles and Chinatown as the most affected areas.

Associated drivers and risk factors – *what is driving the high rates of mental health in the community?*

Mental health is associated with many other health factors, including poverty, heavy alcohol consumption, and unemployment. Chronic diseases such as cardiovascular disease, diabetes, and obesity are also associated with

mental health disorders such as depression and suicide[10]. For data concerning health drivers, please refer to the *Scorecard*.

Community Input – *what do community stakeholders think about the issue of mental health?*

Stakeholders stated that community members had a difficult time obtaining treatment for mental health issues because of strict insurance guidelines and the cost of treatment and medication. Transportation was also a barrier. Stakeholders identified multiple factors that contributed to poor mental health including stress caused by the economic downturn, unemployment, immigration status, stigma associated with mental health problems, abuse (emotional, physical, and sexual), bullying, and increasing violence.

"Mental and emotional health is the most difficult to promote because most are either in denial or embarrassed about having a health issue and so do not speak up or do anything about it."
(Resident Focus Group Participant)

Stakeholders also added that there has been a noted increase in psychiatric emergencies and the use of physical restraints on patients. There has also been an increase in demand for mental health services; however, this need remains unmet and there are often waiting lists for people who need immediate help.

[1] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=28. Accessed [April 30, 2013].

[2] Centers for Disease Control and Prevention. *10 Leading Causes of Death by Age Group, United States – 2010.* Available at http://www.cdc.gov/injury/wisqars/pdf/10LCID_All_Deaths_By_Age_Group_2010-a.pdf. Accessed [March 12, 2013].

[3] National Institute of Mental Health. *Suicide in the U.S.: Statistics and Prevention.* Available at http://www.nimh.nih.gov/health/publications/suicide-in-the-us-statistics-and-prevention/index.shtml. Accessed [March 12, 2013].

[4] National Institute of Mental Health. *Any Disorder Among Adults.* Available at http://www.nimh.nih.gov/statistics/1ANYDIS_ADULT.shtml. Accessed [March 12, 2013].

[5] Public Health Agency of Canada. *Mental Illness.* Available at http://www.phac-aspc.gc.ca/cd-mc/mi-mm/index-eng.php. Accessed [March 12, 2013].

[6] National Institute of Mental Health. *Suicide in the U.S.: Statistics and Prevention.* Available at http://www.nimh.nih.gov/health/publications/suicide-in-the-us-statistics-and-prevention/index.shtml. Accessed [March 12, 2013].

[7] California Hospital Medical Center

[8] Good Samaritan Hospital

[9] St. Vincent Medical Center

[10] Centers for Disease Control and Prevention. *Mental Health and Chronic Diseases.* Available at http://www.cdc.gov/nationalhealthyworksite/docs/Issue-Brief-No-2-Mental-Health-and-Chronic-Disease.pdf. Accessed [May 1, 2013].

Health Need Profile – **Obesity/Overweight**

About Obesity/Overweight– *why is it important?*

Obesity, a condition in which a person has an abnormally high and unhealthy proportion of body fat, has risen to epidemic levels in the United States; 68 percent of adults age 20 years and older are overweight or obese[1]. Excess weight is a significant national problem and indicates an unhealthy lifestyle that influences further health issues. Obesity reduces life expectancy and causes devastating and costly health problems, increasing the risk of coronary heart disease, stroke, high blood pressure, diabetes, and a number of other chronic diseases. Findings suggest that obesity also increases the risks for cancers of the esophagus, breast (postmenopausal), endometrium, colon and rectum, kidney, pancreas, thyroid, gallbladder, and possibly other cancer types[2].

Statistical data – *how is obesity/overweight measured? What is the prevalence/incidence rate of obesity/overweight in the community?*

Obesity/Overweight Indicators

Indicators	Year	Comparison Level	Comparison Avg.	CHMC[3] Service Area	GSH[4] Service Area	SVMC[5] Service Area
Percent of adults who are obese[1]	2011-2012	LAC	24.7%	15.7%	15.6%	15.6%
Percent of adults who are overweight	2011-2012	LAC	34.2%	29.4%	25.9%	25.9%
Percent of children 2-11 years old who are overweight	2011-2012	LAC	13.3%	12.0%	16.1%	16.1%
Percent of teens 12-17 years old who are overweight or obese	2011-2012	LAC	17.1%	13.6%	14.5%	14.5%

LAC=Los Angeles County
CA=California
Healthy People 2020 goal: [1]<=30.5%

Sub-populations experiencing the greatest impact (disparities)

Stakeholders identified Latinos, African-American, low-income, and adults and children as the most severely impacted.

Geographic areas of greatest impact (disparities)

Stakeholders also identified South Los Angeles, Inglewood, Compton, and Pasadena as the most impacted.

Associated drivers and risk factors – *what is driving the high rates of obesity/overweight in the community?*

Obesity is associated with factors such as poverty, inadequate consumption of fruits and vegetables, physical inactivity, and lack of access to grocery stores, parks, and open space. Obesity increases the risk of coronary heart disease, stroke, high blood pressure, diabetes, and a number of other chronic diseases. The condition also increases the risks of cancers of the esophagus, breast (postmenopausal), endometrium, colon and rectum, kidney, pancreas, thyroid, gallbladder, and possibly other cancer types[6]. For data concerning health drivers, please refer to the *Scorecard*.

Community Input – *what do community stakeholders think about the issue of obesity/overweight?*

Stakeholders attributed being obese and overweight to a lack of access to green space, living in food deserts, lack of access to healthy foods such as fruit and vegetables, lack of safety at parks,

> *"Obesity is escalating at a high rate. This causes other chronic diseases and ailments which shortens a person's life span" (Health Professional, National Health Organization)*

and lifestyle choices such as a lack of physical activity. Stakeholders added that obesity and being overweight was closely linked to diabetes and hypertension and that these are a growing issue.

If you want to exercise in parks in South East LA, you would get shot. Safety is a major concern. (Business and Education Leader, Focus Group Participant)

Stakeholders also added that messaging would be important in countering the increase in obesity rates. One stakeholder added, "Most people are hearing this message from teachers at schools, from the doctor or nurse, from their priest, in programs at the library, etc. It's effective to educate all collaborators and partners to deliver a similar message over time."

[1] National Cancer Institute. *Obesity and Cancer Risk*. Available at http://www.cancer.gov/cancertopics/factsheet/Risk/obesity. Accessed [March 10, 2013].

[2] National Cancer Institute. *Obesity and Cancer Risk*. Available at http://www.cancer.gov/cancertopics/factsheet/Risk/obesity. Accessed [March 10, 2013].

[3] California Hospital Medical Center

[4] Good Samaritan Hospital

[5] St. Vincent Medical Center

[6] National Cancer Institute. *Obesity and Cancer Risk*. Available at http://www.cancer.gov/cancertopics/factsheet/Risk/obesity. Accessed [March 10, 2013].

Health Need Profile – **Oral Health**

About Oral Health– *why is it important?*

Oral health is essential to overall health, and is relevant as a health need because engaging in preventive behaviors decreases the likelihood of developing future oral health and related health problems. In addition, oral diseases such as cavities and oral cancer cause significant pain and disability for many Americans[1].

Statistical data – *how is oral health measured? What is the prevalence/incidence rate of oral health in the community?*

Oral Health Indicators

Indicators	Year	Comparison Level	Comparison Avg.	CHMC[2] Service Area	GSH[3] Service Area	SVMC[4] Service Area
Percent of adults 18 and older unable to obtain dental care including check-ups in the past year because they could not afford it	2011	LAC	30.3%	29.9%	36.3%	36.3%
Percent of adults 18 and older with dental insurance	2011	LAC	48.2%	46.8%	38.0%	38.0%
Percent of children 17 and under without dental insurance	2011	LAC	78.2%	76.2%	75.8%	75.8%
Percent of children 3-17 years old who were unable to afford dental care and check-ups in the past year	2011	LAC	12.6%	11.7%	13.1%	13.1%
Percent of children who have never been to the dentist	2011-2012	LAC	9.2%	8.1%	7.9%	7.9%

LAC=Los Angeles County
CA=California

Sub-populations experiencing the greatest impact (disparities)

Stakeholders identified low-income adults, uninsured, the homeless (specifically veterans), Latinos, and those with diabetes as the most severely impacted.

Geographic areas of greatest impact (disparities)

Stakeholders identified Chinatown and Skid Row in Downtown Los Angeles as the most severely impacted.

Associated drivers and risk factors – *what is driving the high rates of oral health in the community?*

Poor oral health can be prevented by decreasing sugar intake and increasing healthy eating habits to prevent tooth decay and premature tooth loss; consuming more fruits and vegetables to protect against oral cancer; smoking cessation; decreased alcohol consumption to reduce the risk of oral cancers, periodontal disease, and tooth loss; using protective gear when playing sports; and living in a safe physical environment[5]. In addition, oral health conditions such as periodontal (gum) disease have been linked to diabetes, heart disease, stroke, and premature, low-weight births[6]. For data concerning health drivers, please refer to the *Scorecard*.

Community Input – *what do community stakeholders think about the issue of oral health?*

Stakeholders attributed poor oral health to the lack of affordable dental services, lack of access to dental services, and lack of education about health oral health behaviors such as brushing habits, when to visit doctors, etc. They also added that Medi-Cal phasing out dental coverage severely impacted adults.

> *"I needed two root canals so I visited a private dentist but the cost was double what USC charges, so I went to USC."*
> *(Focus Group Participant)*

[1] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=32. Accessed [February 26, 2013].

[2] California Hospital Medical Center

[3] Good Samaritan Hospital

[4] St. Vincent Medical Center

[5] World Health Organization, Oral health Fact Sheet. Geneva, Switzerland. Available at http://www.who.int/mediacentre/factsheets/fs318/en/index.html. Accessed [February 26, 2013].

[6] Centers for Disease Control and Prevention. *Mental Health and Chronic Diseases*. Available at http://www.cdc.gov/chronicdisease/resources/publications/aag/pdf/2011/Oral-Health-AAG-PDF-508.pdf. Accessed [May 1, 2013].

Health Need Profile – **Sexually Transmitted and Communicable Diseases**

About Sexually Transmitted Diseases– *why is it important?*

Sexually Transmitted Diseases (STDs) are diseases transmitted primarily through sexual activity, including chlamydia, hepatitis C and gonorrhea. Despite cost and other consequences and complications and the fact that such diseases are preventable, STDs remain a significant health issue in the United States. Untreated STDs can lead to serious long-term health consequences, especially for adolescent girls and young women[1].

Statistical data – *how is the rate of sexually transmitted diseases measured? What is the prevalence/incidence rate of sexually transmitted diseases in the community?*

Sexually Transmitted Diseases Indicators

Indicators	Year	Comparison Level	Comparison Avg.	CHMC[2] Service Area	GSH[3] Service Area	SVMC[4] Service Area
Rate of hepatitis C prevalence per 100,000 pop.	2011	LAC	4.0	0.1	0.1	0.1
Rate of chlamydia prevalence per 100,000 pop.	2011	LAC	512.9	592.4	793.6	793.6
Rate of gonorrhea prevalence per 100,000 pop.	2011	LAC	103.4	154.7	218.3	218.3

LAC=Los Angeles County
CA=California

Sub-populations experiencing the greatest impact (disparities)

Stakeholders identified low-income minorities and those between the ages of 18 and 30 as the most impacted.

Geographic areas of greatest impact (disparities)

Stakeholders also identified the west side of SPA 4 and West Hollywood as the most impacted.

Associated drivers and risk factors – *what is driving the high rates of sexually transmitted diseases in the community?*

The spread of STDs is directly linked to race and ethnicity, poverty, access to care, substance abuse, and sexual behaviors[5]. For data concerning health drivers, please refer to the *Scorecard*.

Community Input – *what do community stakeholders think about the issue of sexually transmitted diseases?*

Stakeholders mentioned the increase in STD rates, specifically syphilis and chlamydia.

[1] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion Healthy People 2020. Washington, DC. Available at http://www.healthypeople gov/2020/topicsobjectives2020/overview.aspx?topicid=37. Accessed [October 24, 2013].

[2] California Hospital Medical Center

[3] Good Samaritan Hospital

[4] St. Vincent Medical Center

[5] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=37. Accessed [October 24, 2013].

Health Need Profile – **Substance Abuse**

About Substance Abuse– *why is it important?*

Substance abuse has a major impact on individuals, families, and communities. The effects of substance abuse are cumulative, significantly contributing to costly social, physical, mental, and public health problems. In 2005, an estimated 22 million Americans struggled with a drug or alcohol problem and almost 95 percent of people with substance use problems are unaware of their problem. Of those who recognize their problem, 273,000 have been unsuccessful in obtaining treatment[1]. Substance abuse has a major impact on individuals, families, and communities, significantly contributing to social, physical, mental, and public health problems[2].

Statistical data – *how is substance abuse measured? What is the prevalence/incidence rate of substance abuse in the community?*

Substance Abuse Indicators

Indicators	Year	Comparison Level	Comparison Avg.	CHMC[3] Service Area	GSH[4] Service Area	SVMC[5] Service Area
Percent of adults 18 and older who are currently smoking	2011	LAC	13.1%	12.7%	14.1%	14.1%
Percent of adults 18 and older who reported they needed or wanted treatment for alcohol or drug program (excluding tobacco) in the past 5 years^	2011	LAC	2.5%	2.4%	2.8%	2.8%
Percent of teens 12-17 who used marijuana in the past year	2011-2012	LAC	10.2%	14.2%	17.3%	17.3%
Rate of alcohol/drug induced mental disease hospitalizations per 100,000 adults	2010	CA	109.1	102.0	199.9	112.9

LAC=Los Angeles County
CA=California

Sub-populations experiencing the greatest impact (disparities)

Stakeholders identified the homeless, youth aged 12 years old and older, the uninsured, youth in or transitioning out of the foster care system, and low-income populations as the most severely impacted.

Geographic areas of greatest impact (disparities)

By ZIP code, the following disparities were found:

- Rates of alcohol/drug induced mental disease hospitalizations per 100,000 adults, which were higher when compared to California (109.1) in:

CHMC Service Area	GSH Service Area	SVMC Service Area
○ 90001-South Los Angeles (190.9)	○ 90010-Wilshire (157.9)	○ 90010-Wilshire (157.9)
○ 90010-Wilshire (157.9)	○ 90012-Chinatown (119.0)	○ 90016-West Adams (132.4)
○ 90016-West Adams (132.4)	○ 90013-Downtown Los Angeles (925.9)	○ 90018-Jefferson Park (111.5)
○ 90018-Jefferson Park (111.5)	○ 90014-Los Angeles (670.9)	○ 90026-Echo Park/Silverlake (110.5)
○ 90026-Echo Park/Silverlake (110.5)	○ 90018-Jefferson Park (111.5)	○ 90027-Griffith Park/Los Feliz (179.4)
○ 90037-South Los Angeles (112.4)	○ 90021-Downtown Los Angeles (202.5)	○ 90028-Hollywood (156.7)
○ 90047-South Los Angeles (117.3)	○ 90026-Echo Park/Silverlake (110.5)	○ 90031-Montecito Heights (129.7)
○ 90057-Westlake (135.6)	○ 90057-Westlake (135.6)	○ 90037-South Los Angeles (112.4)
		○ 90046-Mount Olympus (210.0)

CHMC Service Area	GSH Service Area	SVMC Service Area
		○ 90057-Westlake (135.6)

Stakeholders also identified Los Angeles and particularly Skid Row as the most impacted.

Associated drivers and risk factors – *what is driving the high rates of substance abuse in the community?*

Factors that influence the use of tobacco include race/ethnicity, age, education, and socioeconomic status. Significant disparities in tobacco use exist geographically and typically result from differences in smoke-free protections, tobacco prices, and program funding for tobacco prevention[6].

Tobacco use is linked to and associated with cancer, heart disease, lung disease (such as emphysema, bronchitis, and chronic airway obstruction), premature birth, low birth weight, stillbirth, and infant death[7]. In addition, secondhand smoke has been known to cause heart disease and lung cancer in adults and severe asthma attacks, respiratory infections, ear infections, and sudden infant death syndrome (SIDS) in infants and children[8]. For data concerning health drivers, please refer to the *Scorecard*.

Community Input – *what do community stakeholders think about the issue of substance abuse?*

Stakeholders mentioned the increased of new drugs on the streets which contribute to other health and mental health issues. Stakeholders also added that substance abuse often is associated with mental illness and poverty and attribute the prevalence of alcohol and substance abuse to the lack of access to treatment.

[1] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview aspx?topicid=40. Accessed [November 8, 2013].

[2] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=40. Accessed [November 8, 2013].

[3] California Hospital Medical Center

[4] Good Samaritan Hospital

[5] St. Vincent Medical Center

[6] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=41. Accessed [July 11, 2013].

[7] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC Available at http://www healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=41. Accessed [July 11, 2013].

[8] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview aspx?topicid=41. Accessed [July 11, 2013]

Health Need Profile – **Vision**

About Vision– *why is it important?*

People with diabetes are at an increased risk of vision problems as diabetes can damage the blood vessels of the eye, potentially leading to blindness. Diabetics are 40% more likely to suffer from glaucoma and 60% more likely to develop cataracts compared to people without diabetes. People who have had diabetes for a long time or whose blood glucose or blood pressure is not under control are also at risk of developing retinopathy[1]. These kinds of vision impairment cannot be corrected with glasses and typically require laser therapy or surgery[2]. Vision loss also makes it difficult for people to live independently. As diabetes rates continue to rise among all age groups, vision complications tied to the disease are expected to increase as well. Vision care providers should expect to see more complications in younger populations as more children and adolescents are diagnosed with diabetes[3]. Many eye problems are not evident until quite advanced, but early detection and treatment can be effective. For example, screening for people with diabetes can almost completely eliminate diabetes-related blindness. However, only about half of diabetics in the United States currently get regular eye exams[4].

Statistical data – *how is vision status measured? What is the prevalence/incidence rate of vision problems in the community?*

Alcohol Abuse Indicators

Indicators	Year	Comparison Level	Comparison Avg.	CHMC[5] Service Area	GSH[6] Service Area	SVMC[7] Service Area
Percent of adults who had an eye exam with dilated pupils in last year	2009	LAC	63.3%	57.6%	50.2%	50.2%

LAC=Los Angeles County

Sub-populations experiencing the greatest impact (disparities)

Stakeholders did not identify sub-populations disparities.

Geographic areas of greatest impact (disparities)

Stakeholders did not identify geographic disparities.

Associated drivers and risk factors – *what is driving the rates of vision issues in the community?*

Diabetes-related vision problems are linked to the length of time one has had diabetes, high blood glucose, and high blood pressure. For data concerning health drivers, please refer to the *Scorecard*.

Community Input – *what do community stakeholders think about the issue of vision?*

Stakeholders added that vision care services were not readily or easily accessible.

[1] American Diabetes Association. *Living with Diabetes.* Available at [http://www.diabetes.org/living-with-diabetes/complications/mens-health/serious-health-implications/blindness-or-vision-problems.html]. Accessed [March 5, 2013].

[2] Genevra Pittman, *Vision Loss Tied to Diabetes on the Rise.* Available at [http://www.reuters.com/article/2012/12/11/us-diabetes-vision-loss-idUSBRE8BA1AP20121211]. Accessed [March 5, 2013].

[3] Genevra Pittman, *Vision Loss Tied to Diabetes on the Rise.* Available at [http://www.reuters com/article/2012/12/11/us-diabetes-vision-loss-idUSBRE8BA1AP20121211]. Accessed [March 5, 2013].

[4] Genevra Pittman, *Vision Loss Tied to Diabetes on the Rise.* Available at [http://www.reuters com/article/2012/12/11/us-diabetes-vision-loss-idUSBRE8BA1AP20121211]. Accessed [March 5, 2013].

[5] California Hospital Medical Center

[6] Good Samaritan Hospital

[7] St. Vincent Medical Center

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Saint Vincent Medical Center

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Obesity/Overweight 177
Oral health 181
Poverty (Includes Housing Instability and Food Insecurity) 184
Sexually Transmitted Diseases 186
Transportation 189
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II. Summary of Key Findings (Executive Summary)

Community Health Needs Assessment Background and Findings

Nonprofit hospitals are required to conduct a community health needs assessment or CHNA every three years in order to maintain tax exempt status under California State Senate Bill 697 (SB 697) originally enacted in 1994. The requirement was expanded to the federal level thereafter and further solidified in 2010 under the Patient Protection and Affordable Care Act (ACA). As part of the CHNA, each hospital is required to collect and conduct analysis of extensive data from secondary data sources as well as input (primary data) from individuals in the community: public health experts; representatives of government and civic organizations; members, representatives or leaders of low-income, minority and medically underserved populations and populations with chronic conditions.

The CHNA process is designed to identify the health needs and resources in the hospital service area and inform the hospital's community benefit investments. As in previous years, three hospitals in metropolitan Los Angeles that together make up the Metro Hospital Collaborative — California Hospital Medical Center, Good Samaritan Hospital and Saint Vincent Medical Center — have come together to produce this CHNA.

The CHNA process represented in this report examined both upstream and downstream indicators of population health. Drawing from the County Health Rankings Model framework,[1] primary and secondary data were collected for both *health drivers* (social determinants of health) and *health outcomes* (indicators of morbidity and mortality). Together, *health drivers* and *health outcomes* are referred to as *health needs* for the purpose of this report.

Eighteen health needs were identified and prioritized through the CHNA process. The prioritized health needs are as follows:[2,3]

[1] County Health Rankings Model developed by the University of Wisconsin-Madison Population Health Institute: http://www.countyhealthrankings.org/our-approach.

[2] As a result of the prioritization process (described in the *Community Ranking of Health Needs* section of part IV of this report) some health needs (e.g. preventive care and food insecurity) were assigned equal priority.

1. Obesity/Overweight
2. Homelessness
3. Poverty (including unemployment)
3. Diabetes
4. Mental Health
5. Violence and Injury
6. Oral Health
7. Preventive Care
7. Food Insecurity
8. Alcohol, Substance Abuse and Tobacco Use
9. Cardiovascular Disease including Hypertension and High Cholesterol[3]
10. Access to Care
11. Healthy Behaviors
12. Cultural and Linguistic Barriers
13. Physical Activity
14. Transportation
15. Cancer
16. Sexually Transmitted Diseases

The following sections of this report (Section III, IV and V) explain in details the process through which the above health needs were selected and prioritized. The body of the report (Section VI) provides more detail about the service area population and the health needs. Finally, the Appendices include the Health Needs Scorecard developed at the beginning of the CHNA process, the data gathering tools, a list of stakeholders who participated in the CHNA process, the data sources accessed to compile the secondary data used in this report, and a list of community assets relevant to the Metro Hospital Collaborative. At the end of this report in Appendix H, the Health Needs Profiles summarize the key health needs indicators for all three hospitals in the Collaborative, including Good Samaritan, California Hospital Medical Center, and Saint Vincent Medical Center.

[3] Note that hypertension, cardiovascular disease and high cholesterol were combined as a single Health Need after the prioritization exercise. Before combining these health needs, hypertension ranked as #9, cardiovascular disease as #11, and high cholesterol as #16.

III. Introduction and Background

Purpose of the Community Health Needs Assessment Report

In 1994, the California Legislature enacted Senate Bill 697 (SB 697) which required nonprofit hospitals to complete CHNAs every three years. As part of SB 697, hospitals are also required to annually submit a summary of their Community Benefit contributions, particularly those activities undertaken to address the community needs that arose during the CHNA.

The Patient Protection and Affordable Care Act (ACA), enacted on March 23, 2010, included new stipulations for hospital organizations to maintain their 501(c)(3) status. With regard to the CHNA, the ACA specifically requires nonprofit hospitals to collect and take into account input from public health experts as well as community leaders and representatives of high-need populations (including minority groups, low-income individuals, medically underserved populations, and those with chronic conditions); identify and prioritize community health needs; document a separate CHNA for each individual hospital; and make the CHNA report widely available to the public. In addition, each nonprofit hospital must adopt an implementation strategy to address the identified community health needs and submit a copy of the implementation strategy along with the organization's annual Form 990.[4]

California Hospital Medical Center

Established in 1887 by Dr. Walter Lindley, California Hospital Medical Center was originally a three-story building located at 315 W. Sixth Street in Los Angeles. Dr. Lindley conceived of a hospital owned and operated solely by physicians. The physicians in Lindley's building were "carriage trade" and were affiliated with the University of Southern California Medical School. Twenty-one physicians agreed to acquire property at the corner of 15th and Hope which was a quiet residential street of attractive homes. When the property on Hope Street had been acquired, the first physician-owned and operated hospital in Los Angeles was erected at 1414 S. Hope Street. It was the first building in California especially invented for medical purposes, a project that Walter Lindley supervised at every stage of its design and construction.

The mission of California Hospital Medical Center encompasses a commitment to furthering the healing ministry of Jesus as well as dedicating their resources to:

- Delivering compassionate, high-quality, affordable health services;
- Serving and advocating for our sisters and brothers who are poor and disenfranchised; and
- Partnering with others in the community to improve the quality of life.

A vibrant, national health care system known for service, chosen for clinical excellence, standing in partnership with patients, employees and physicians to improve the health of all communities served. Dignity Health and the California Hospital Medical Center are committed to providing high-quality, affordable health care to the communities they serve. Above all else they value:

- Dignity - Respecting the inherent value and worth of each person.

[4] For more information please see: https://www.gpo.gov/fdsys/pkg/FR-2014-12-31/pdf/2014-30525.pdf

•Collaboration - Working together with people who support common values and vision to achieve shared goals.

•Justice - Advocating for social change and acting in ways that promote respect for all persons and demonstrate compassion for our sisters and brothers who are powerless.

•Stewardship - Cultivating the resources entrusted to us to promote healing and wholeness.

•Excellence - Exceeding expectations through teamwork and innovation.

Saint Vincent Medical Center

Established in 1856 by the Daughters of Charity of Saint Vincent de Paul as the first hospital in Los Angeles, Saint Vincent Medical Center has both a strong history and a glorious future.

Saint Vincent Medical Center works continually to provide the safest and highest quality care to their patients, families, and the community in a manner consistent with their "Vincentian Values: Compassion, Respect, Simplicity, Advocacy and Inventiveness to Infinity." Saint Vincent's care plans and processes are built on evidence-based practices, and they hold themselves to the highest standards.

Saint Vincent Medical Center seeks to provide care that is safe, patient centered, effective, timely, efficient, and equitable. They measure their performance through a number of clinical process and outcome indicators and benchmark their performance against top performing medical centers within California and across the nation.

Dedicated to achieving excellent quality outcomes and to building a culture of patient safety, Saint Vincent Medical Center voluntarily participated in the CMS/Premier Hospital Quality Incentive Demonstration project, until the project's completion in September 2009. This past year, Saint Vincent Medical Center received eight top attainment and improvement awards in the clinical areas of Heart Failure, Coronary Artery Bypass Grafting (CABG), Pneumonia, and Hip and Knee.

Saint Vincent Medical Center reports their clinical care and patient experience performance data publicly through several venues: the Centers for Medicare and Medicaid (CMS), the Joint Commission and the California Hospital Compare.

Good Samaritan Hospital

Good Samaritan Hospital is a world-class academic medical center affiliated with both USC and UCLA Schools of Medicine. Each year, Good Samaritan Hospital admits approximately 12,500 patients (excluding newborns) and handles more than 74,000 outpatient visits. More than 3,400 deliveries and 6,500 surgeries are performed annually in 18 surgical suites. Good Samaritan Hospital also handles approximately 36,900 visits per year with the help of 1,300 staff members. Of those members, 625 are part of the medical staff, 450 serve as nurses, and 52 serving as residents/fellows.

Areas of Specialization at Good Samaritan Hospital include:

- Intensive Care
- Cardiac/Coronary Care/Cardiac Telemetry
- Orthopedic
- Perinatal and Neonatal Intensive Care

In addition, Good Samaritan Hospital has historically been affiliated with the Episcopalian Church. Pastoral Care services are available for several religions/denominations.

Metro Hospital Collaborative

The Metro Hospital Collaborative is comprised of three hospitals serving the Los Angeles community—California Hospital Medical Center, Good Samaritan Hospital, and Saint Vincent Medical Center. These hospitals joined together to conduct a joint data gathering process and one stakeholder engagement effort in order to better utilize resources and reduce the burden on community members who are called upon for input.

CHNA Consultants

The Center for Nonprofit Management (CNM) team has extensive experience through being involved in and conducting more than 30 Community Health Needs Assessments (CHNAs) for hospitals throughout Los Angeles County and San Diego County. In 2013, CNM conducted CHNAs for three Kaiser Foundation hospitals (Baldwin Park, Los Angeles and West Los Angeles), Citrus Valley Health Partners, the Glendale Hospitals Collaborative (Glendale Adventist Medical Center, Glendale Memorial Hospital and Verdugo Hills Hospital) and the Metro Hospitals Collaborative (California Hospital Medical Center, Good Samaritan Hospital and Saint Vincent Medical Center) and assisted an additional two Kaiser Foundation Hospitals (Panorama City and San Diego) in community benefit planning based on the needs assessments. In 2014, the CNM team conducted the CHNA for Casa Colina Hospital and Centers for Healthcare, and for Hope Street Family Center. The CNM team recently completed 2016 CHNAs for Children's Hospital Los Angeles, as well as two Kaiser Foundation Hospitals (West Los Angeles and Baldwin Park), the Glendale Hospitals Collaborative (Glendale Adventist Medical Center, Glendale Memorial Hospital and Verdugo Hills Hospital) and Citrus Valley Health Partners.

IV. Needs Assessment Methodology and Process

This section outlines the steps taken to identify the 2016 community health needs, via data indicators (secondary data), and community input (primary data).

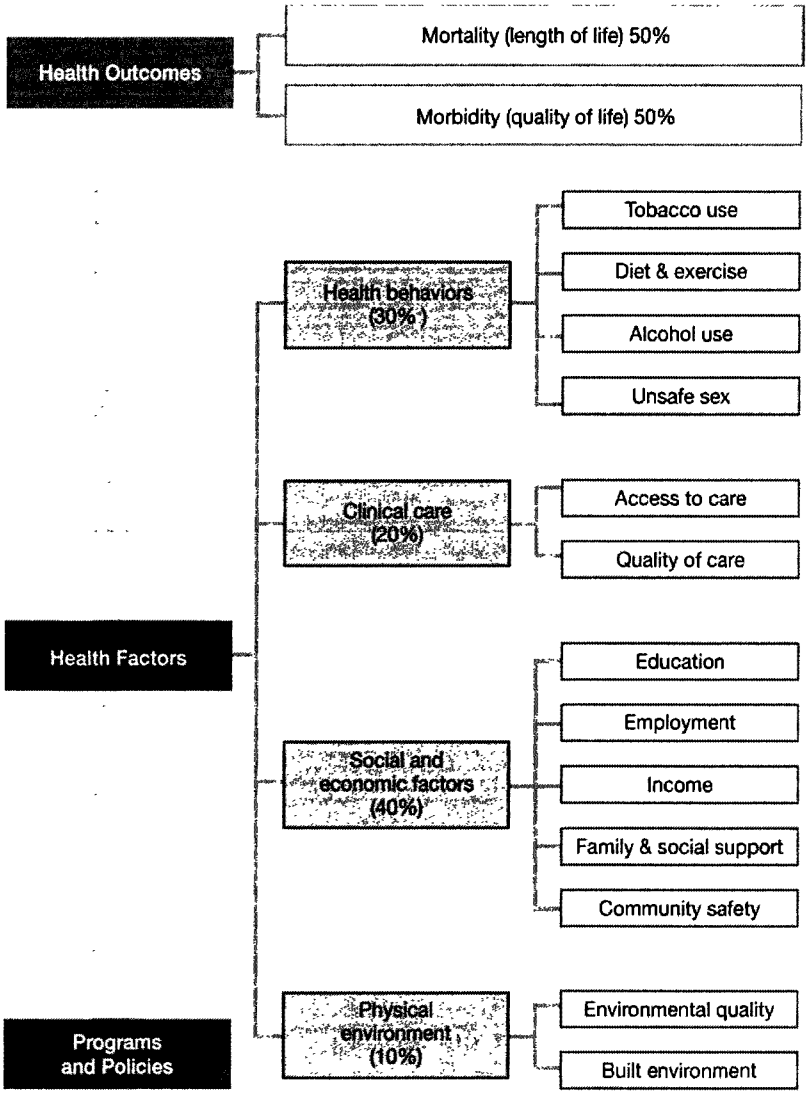
Secondary Data

The CHNA included the collection of over 200 data indicators that helped illustrate the health of the community. These secondary data were collected from a wide range of local, county, state and national sources to present demographics, mortality, morbidity, health behaviors, clinical care, social and economic factors, and physical environment (**See Appendix D—Data Sources**). These categories are based on the County Health Rankings Model.[5]

The County Health Rankings Model illustrates the relationship between **health drivers** (called Health Factors in the diagram) which include social and economic factors, health behaviors, clinical care and physical environment, and **health outcomes** (morbidity and mortality). Combined, **health drivers** and **health outcomes** are **health needs**.

[5] University of Wisconsin Population Health Institute: http://www.countyhealthrankings.org/our-approach.

Mobilizing Action Toward Community Health (MATCH)



County Health Rankings model ©2010 UWPHI

Data available at the ZIP Code level were compiled for each hospital's service area. When not available by ZIP Code, then the data for the appropriate representative portion of the SPA was utilized.

A comprehensive data matrix, the "Scorecard" (**See Appendix A—Scorecard**), was created listing all identified secondary indicators. The Scorecard included for each hospital service area secondary data collected from regional, state and federal agencies, primary data mentions (focus groups and individual stakeholder interviews; see next section for details) as the issues emerged as priorities among community members. The Scorecard also included benchmark data in the form of Healthy People 2020 (HP2020) goals, which are nationally recognized. Additionally, the most recent county or state data source was also used as a comparison.

Primary Data—Community Input

Primary data were collected through interviews and focus groups with key stakeholders including patients, patient navigators, community liaisons and hospital administrators. Two community focus groups held on Tuesday August 16 and Tuesday August 30, 2016 were attended by a total of 21 people. Participants were invited by the Metro Hospital Collaborative. For a list of focus group questions please refer to **Appendix B – Primary Data Gathering Tools and Appendix C—Stakeholders**.

Focus group participants identified a list of most important health needs (comprised of health drivers and health outcomes, per the County Health Rankings Model). To begin to gain a sense for the perceived severity of each health need in the community, each participant was given a total of ten sticker dots and asked to vote for the five most severe health outcomes and the five most severe health drivers on a grid created during the focus group. For the purpose of the voting activity, severity was defined as the level to which a health outcome or health driver affected the health and lives of those in the community.

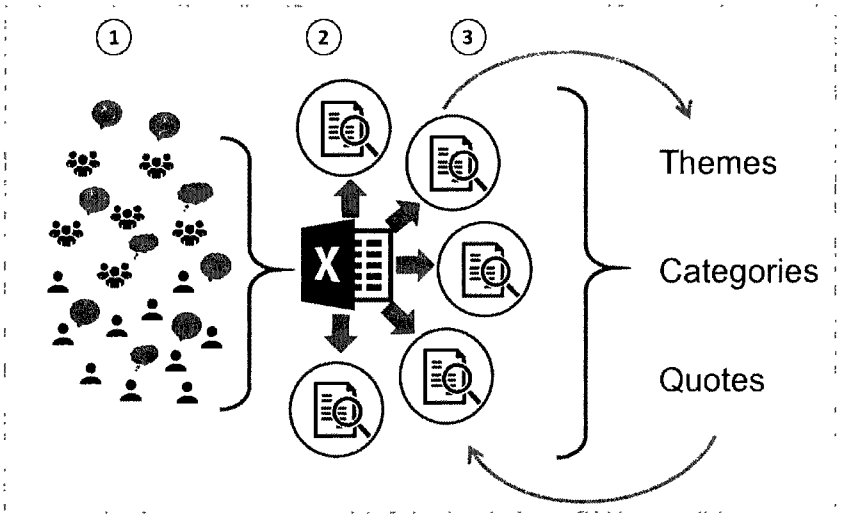
In addition to focus group interviews, in-depth semi-structured interviews were conducted with 5 key stakeholders in August 2016. Qualitative feedback from both the focus groups and individual interviews are incorporated in the Stakeholder Feedback sections below each Health Outcome.

The goal of the primary data collection component of the CHNA was to identify through the perceptions and knowledge of varied and multiple stakeholders health outcomes and drivers that are of particular concern to the service area community. Primary data collection also produced a list of community assets and information about gaps in resources. An inventory of existing community assets and resources was also compiled as a part of the CHNA process (**Appendix E—Local Community Assets**).

Analytical Methods Used To Identify Community Health Needs

The CNM consultant team used a modified content analysis to identify the main themes that emerged from community input through the focus groups. CNM used a three-step process for analyzing and interpreting primary data (community input): 1) all information gathered during focus groups and interviews were entered into Microsoft Excel, 2) spreadsheet data were reviewed multiple times using content analysis to begin sorting and coding the data, and 3) through the coding process, themes, categories and quotes were identified.

Analysis to Identify Main Themes Emerged Via Community Input



Analysis to Identify Main Themes Emerged Via Community Input

To help identify health needs, two requirements needed to be met: 1) a health need had to be mentioned in the primary data collection more than once and 2) a secondary data indicator associated with the need had to perform poorly against a designated benchmark (county averages, state averages, or Healthy People 2020 goals). Once a health need met both requirements, it was designated as an identified health need.

List of identified health needs, in alphabetical order:

- Access to Health Care
- Alcohol and Substance Abuse, and Tobacco use
- Cancer
- Cardiovascular disease (including Cholesterol)
- Cultural and Linguistic barriers
- Diabetes
- Food insecurity
- Healthy behavior (including Physical Activity)
- Homelessness
- Hypertension
- Mental health
- Obesity/overweight
- Oral health
- Poverty (including Unemployment)
- Preventive care
- Sexually transmitted diseases
- Transportation
- Violence and injury

Data Limitations and Gaps

The secondary data allows for an examination of the broad health needs within a community. However, there are some limitations with regard to this data, as is true with any secondary data. Data were not always available at the ZIP code level, so county-level data as well as SPA-level data were also utilized. Moreover, disaggregated data for age, ethnicity, race, and gender are not available for all data indicators, which limited the examination of disparities of health issues within the community. At times, a stakeholder-identified a health issue may not have been reflected by the secondary data indicators. In addition, data are not always collected on an annual basis, meaning that some data are several years old.

V. Prioritization of Health Needs

Once a list health needs was developed, a process was completed to prioritize the health needs. The steps to that process are outlined in the section that follows.

Community Ranking of Health Needs

A total of 28 community stakeholders convened by the Metro Hospital Collaborative on August 26, 2016 for a Prioritization Forum with the goal of ranking the identified health needs. Participants were provided the data Scorecard (**Appendix A--Scorecard**) and allowed time to review the data and discuss in small groups. CNM consultants were available in the room to answer data questions. To capture all groups' observations, each group was given a worksheet where they could provide input on: geographic areas impacted, specific populations, organizations and programs in the community and gaps in resources. After a full group discussion on their observations, they were given the opportunity to provide input via "dot voting" and completing a survey. For details, please see **Appendix B – Primary Data Gathering Tools**.

All participants were given sticker dots (10 sticker dots each) and asked to cast their sticker votes for the most severe health needs in the community.

Post-voting, they were asked to complete a written survey that asked them to score each identified health need based on the following criteria:

- MAGNITUDE- Does the issue affect a large portion of the population?
- SEVERITY- How severely does this health need impact the community?
- CHANGE OVER TIME - Has the health need improved or is it getting worse over time?
- RESOURCES - The availability of community resources and assets to address this health need.
- DISPARITIES- Does the issue disproportionately affect vulnerable population groups?

Participants were given a companion document that further explained the four criteria and the scoring system. Absent participants were allowed the opportunity to complete the survey online if they were not able to attend Prioritization forum. A total of 33 participants completed the survey in person and 13 online, for a total of 46 completed surveys. The survey and the companion document can be found in **Appendix F – Prioritization Forum Survey.**

Ranking: A Deeper Dive

During dot-voting, participants were allowed to put as many or as few stickers on a health need. If they so chose, they could put all 10 dot-stickers on a single health need, or spread them out throughout. The number of stickers allotted per participant was less than the total number of identified needs to compel participants' voting on the most pressing health needs in the community.

The survey asked participants to provide input for each health need on: (a) the magnitude, (b) the severity in the community, (c) change over time, (d) availability of resources, and (e) disparity, if the issue disproportionately affect vulnerable population groups. The possible scores ranged from 1 to 4 (to see the survey and scoring guide, please see **Appendix F—Prioritization Forum Survey**. To illustrate, a high score meant the health need was rated as very severe, getting worse, has a serious shortage of resources and the community has the capacity to address this need and thus focusing on that need would prove to be a good investment. Participants were allowed to mark "don't know" if they did not feel comfortable providing a score – and this response carried no scoring weight.

The results of dot-voting and survey scoring were combined to develop prioritized health needs. The needs were first prioritized by survey scores, and second by rank in dot-voting. In the case where multiple health needs received the same score, then ranking from the dot-voting was used to re-rank within the same score. For example, the following health needs all received a survey score of 3.6: obesity/overweight, homelessness, poverty and diabetes. We then took the scores from dot-voting to re-rank. In the case of poverty and diabetes, both received the same number of dots (16). Thus, these both occupy the same rank at #3.

Analysis of Survey Scores

The results of the dot-voting process and scores from the surveys were combined to develop a Prioritized Health Needs list (see below). The needs were first ranked based on the outcome of the scoring in the survey (i.e., highest scores meant a higher ranking) and second, ranked by the outcome of the dot votes. To view the outcome in dot-voting and scores from the survey please refer to **Appendix G—Prioritization Forum Voting and Survey Outcomes**. Below is the list of prioritized health needs, and their designation as a driver or an outcome:

Prioritized Health Needs

Rank	Health Need	Driver/Outcome
1	Obesity/Overweight	Outcome
2	Homelessness	Driver
3	Poverty (including unemployment)	Driver
3	Diabetes	Outcome
4	Mental Health	Outcome
5	Violence and Injury	Driver
6	Oral Health	Outcome
7	Preventative Care	Driver
7	Food Insecurity	Driver
8	Alcohol, Substance Abuse and Tobacco Use	Driver/Outcome
9	Hypertension	Outcome
10	Access to Care	Driver
11	Cardiovascular Disease	Outcome
12	Healthy Behavior	Driver
13	Cultural and Linguistic Barriers	Driver
14	Physical Activity	Driver
15	Transportation	Driver
16	Cholesterol	Outcome
17	Cancer	Outcome
18	Sexually Transmitted Diseases	Outcome

VI. Community Health Profile

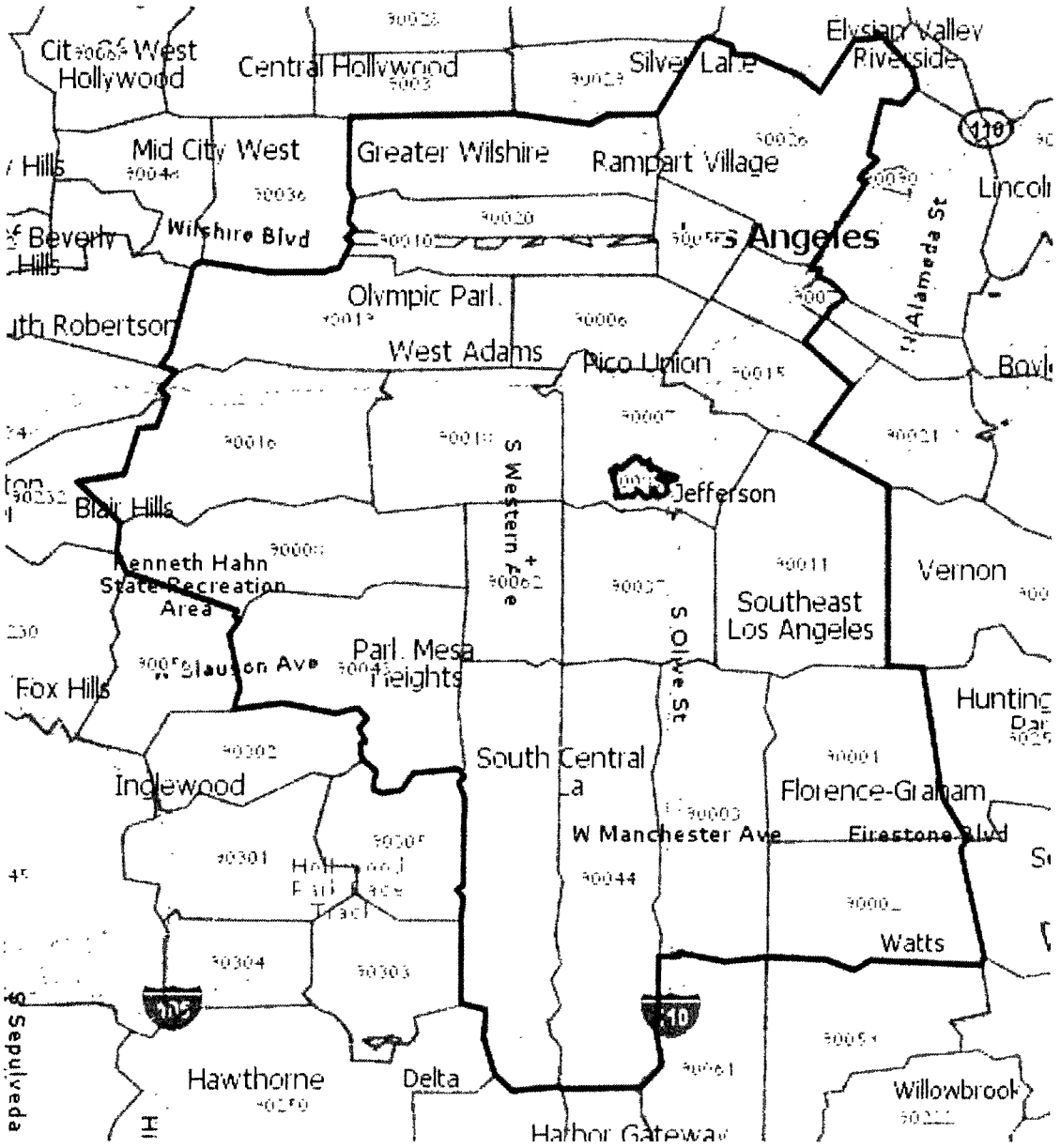
Service Area Definition

The Saint Vincent Medical Center (SVMC) service area provides health services in 24 ZIP Codes, 16 cities or communities, and three Service Planning Areas (SPA) within Los Angeles County.

Saint Vincent Medical Center (SVMC) Service Area

City/Community	ZIP Code	Service Planning Area
Hancock Park	90004	4
Koreatown	90005	4
Pico Heights	90006	4
Wilshire	90010	4
Downtown Los Angeles	90015	4
Downtown Los Angeles	90017	4
Country Club Park/Mid City	90019	4
Hancock Park	90020	4
Echo Park/Silverlake	90026	4
Westlake	90057	4
ARCO Towers	90071	4
Los Angeles	90001	6
Los Angeles	90002	6
South Los Angeles	90003	6
South Los Angeles	90007	6
Baldwin Hills/Crenshaw	90008	6
South Los Angeles	90011	6
West Adams	90016	6
Jefferson Park	90018	6
South Los Angeles	90037	6
View Park-Windsor Hills	90043	6
South Los Angeles	90062	6
Athens	90044	8
Los Angeles/West Athens	90047	8

Saint Vincent Medical Center (SVMC) Service Area by ZIP Code



Demographic Overview

A description of the community serviced by SVMC provided in the following data tables and narrative. All data provided in the following tables are presented by ZIP code.

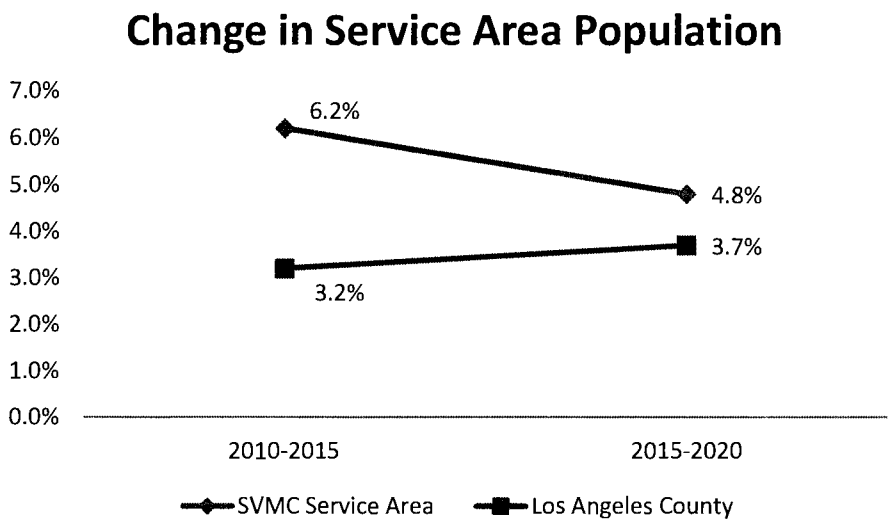
43.8% of service area population are between 18-44 years old*	**62.1%** of service area population is Hispanic/Latino	**67.1%** have limited English proficiency	**35.9%** of service area population ages 25+ don't have a high school diploma	**8.2%** of individuals were unemployed in 2015 (rate=8.6)	**14.9%** of families are below poverty

***Reflects largest age group of the service area population**

Population

In 2016, the SVMC service area showed an increase in estimated population for all ZIP codes represented, with an overall increase in population (6.2%) almost twice that of Los Angeles County (3.2%). In particular, ZIP codes 90071-Arco Towers (30.0%), 90010-Wilshire (17.4%) and 90017-Downtown Los Angeles (11.9%) indicated the highest growth within the service area.

By 2020, the population is expected to increase in the SVMC service area by approximately 4.8%. The greatest population growth is expected to occur in ZIP Codes 90071-ARCO Towers (15.4%) and in Downtown Los Angeles ZIP codes 90017 (8.3%) and 90015 (7.3%).



Estimated Current-Year Population

City	ZIP Code	2010 Population	2015 Estimated Population	2020 Projected Population	Percent Increase 2010-15	Percent Increase 2015-20
Hancock Park	90004	60,921	61,995	63,435	1.8%	2.3%
Koreatown	90005	41,417	42,479	43,744	2.6%	3.0%
Pico Heights	90006	59,501	60,883	62,620	2.3%	2.9%
Wilshire	90010	-	3,792	-	17.4%	-
Downtown Los Angeles	90015	18,903	20,773	22,281	9.9%	7.3%
Downtown Los Angeles	90017	24,580	27,516	29,811	11.9%	8.3%
Country Club Park/Mid City	90019	65,036	66,468	68,220	2.2%	2.6%
Hancock Park	90020	39,427	40,660	42,055	3.1%	3.4%
Echo Park/Silverlake	90026	67,165	69,760	72,451	3.9%	3.9%
Westlake	90057	43,528	45,663	47,742	4.9%	4.6%
ARCO Towers	90071	10	13	15	30.0%	15.4%
Los Angeles	90001	56,773	59,053	61,442	4.0%	4.0%
Los Angeles	90002	51,391	55,015	58,387	7.1%	6.1%
South Los Angeles	90003	67,853	72,616	77,076	7.0%	6.1%
South Los Angeles	90007	42,722	43,625	44,648	2.1%	2.3%
Baldwin Hills/Crenshaw	90008	31,041	32,058	33,183	3.3%	3.5%
South Los Angeles	90011	103,622	109,513	115,222	5.7%	5.2%
West Adam	90016	48,097	50,141	52,286	4.2%	4.3%
Jefferson Park	90018	51,382	53,385	55,491	3.9%	3.9%
South Los Angeles	90037	62,241	65,902	69,417	5.9%	5.3%
View Park-Windsor Hills	90043	44,153	45,235	46,565	2.5%	2.9%
South Los Angeles	90062	31,459	32,975	34,510	4.8%	4.7%
Athens	90044	89,542	93,457	97,516	4.4%	4.3%
Los Angeles/West Athens	90047	48,741	50,314	52,043	3.2%	3.4%
SVMC Service Area		1,149,505	1,203,291	1,250,160	5.7%	4.8%
Los Angeles County		9,818,605	10,136,509	10,510,281	3.2%	3.7%

Data source: Nielsen Claritas
Data year: 2016
Source geography: ZIP Code

Gender

In 2016, 49.7% of the population in the SVMC service area was male while the other 50.3% was female. In contrast, Los Angeles County had a higher percentage of females (50.7%) and a lower percentage of males (49.3%). The ratio of males to females was significantly higher than average in ZIP codes 90057-Westlake (53.8%), 90071-ARCO Towers (53.9%) and 90017-Downtown Los Angeles (53.4%).

Gender

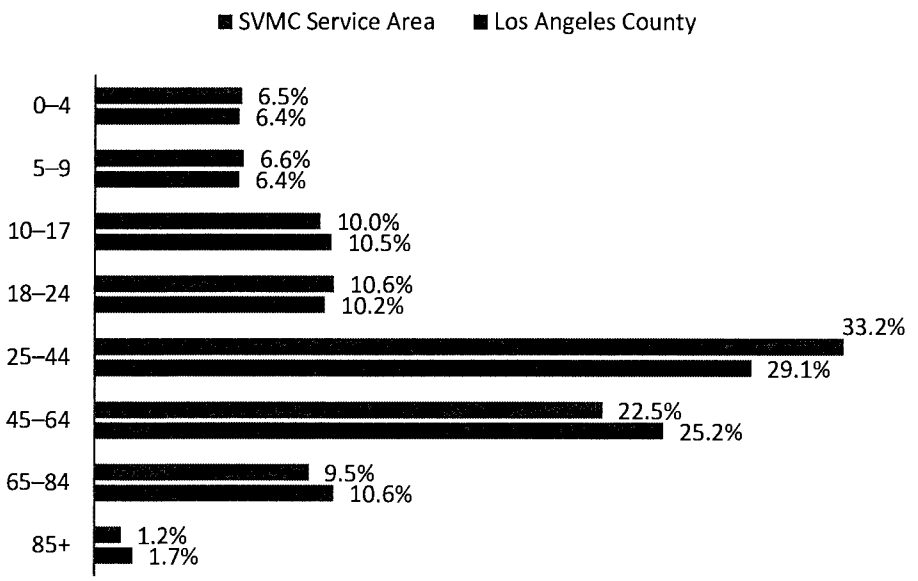
City	ZIP Code	Male		Female	
		Number	Percent	Number	Percent
Hancock Park	90004	31279	50.5%	30,716	49.6%
Koreatown	90005	21703	51.1%	20,776	48.9%
Pico Heights	90006	31218	51.3%	29,665	48.7%
Wilshire	90010	1,809	47.7%	1,983	52.3%
Downtown Los Angeles	90015	10689	51.5%	10,084	48.5%
Downtown Los Angeles	90017	14691	53.4%	12,825	46.6%
Country Club Park/Mid City	90019	32519	48.9%	33,949	51.1%
Hancock Park	90020	20152	49.6%	20,508	50.4%
Echo Park/Silverlake	90026	35546	51.0%	34,214	49.1%
Westlake	90057	24552	53.8%	21,111	46.2%
ARCO Towers	90071	7	53.9%	6	46.2%
Los Angeles	90001	29,479	49.9%	29,574	50.1%
Los Angeles	90002	26,848	48.8%	28,167	51.2%
South Los Angeles	90003	35,866	49.4%	36,750	50.6%
South Los Angeles	90007	22,168	50.8%	21,457	49.2%
Baldwin Hills/Crenshaw	90008	14,465	45.1%	17,593	54.9%
South Los Angeles	90011	55,665	50.8%	53,848	49.2%
West Adams	90016	24,127	48.1%	26,014	51.9%
Jefferson Park	90018	25,871	48.5%	27,514	51.5%
South Los Angeles	90037	33,136	50.3%	32,766	49.7%
View Park-Windsor Hills	90043	20,911	46.2%	24,324	53.8%
South Los Angeles	90062	15,891	48.2%	17,084	51.8%
Athens	90044	45,140	48.3%	48,317	51.7%
Los Angeles/West Athens	90047	23,102	45.9%	27,212	54.1%
SVMC Service Area		596,834	49.7%	606,457	50.3%
California		5,001,632	49.3%	5,134,877	50.7%

Source: Nielson Claritas
Data Year: 2016
Source Geography: ZIP

Age

In 2016, the SVMC service area population was slightly younger than the population of Los Angeles overall. Whereas in Los Angeles, 29.1% of the population was between 25 and 44 years of age, in the SVMC service area 33.4% of the population was between 25 and 44 years of age. Only 33.6% of the SVMC service area population is older than 45, compared to 37.5% of the population of Los Angeles.

Distribution of Population by Age Group



Age Distribution

City	ZIP Code	0–4	5–9	10–17	18–24	25–44	45–64	65–84	85+	Total
Hancock Park	90004	5.8%	6.2%	8.8%	8.1%	34.5%	25.9%	9.6%	1.0%	100.0%
Koreatown	90005	5.6%	5.9%	8.2%	7.6%	36.5%	24.6%	10.2%	1.3%	100.0%
Pico Heights	90006	7.0%	7.1%	10.0%	9.3%	33.3%	23.4%	8.9%	1.0%	100.0%
Wilshire	90010	1.6%	0.2%	5.0%	9.0%	43.5%	25.8%	14.2%	0.8%	100.0%
Downtown Los Angeles	90015	6.1%	6.1%	9.5%	10.5%	37.0%	21.1%	8.5%	1.2%	100.0%
Downtown Los Angeles	90017	7.1%	6.9%	10.3%	11.4%	37.6%	18.6%	7.2%	0.9%	100.0%
Country Club Park/Mid City	90019	5.8%	6.0%	8.9%	8.2%	32.3%	26.1%	10.9%	1.7%	100.0%
Hancock Park	90020	5.1%	5.5%	8.1%	6.9%	38.9%	25.4%	9.2%	0.9%	100.0%
Echo Park/Silverlake	90026	5.3%	5.5%	8.4%	8.2%	37.5%	24.6%	9.2%	1.2%	100.0%
Westlake	90057	7.0%	7.0%	9.6%	9.3%	36.4%	20.7%	8.5%	1.6%	100.0%
ARCO Towers	90071	0.0%	7.7%	0.0%	7.7%	61.5%	7.7%	15.4%	0.0%	100.0%
Los Angeles	90001	9.7%	8.9%	14.1%	11.6%	30.1%	19.1%	5.8%	0.7%	100.0%
Los Angeles	90002	10.1%	9.2%	14.6%	11.9%	28.7%	19.2%	5.6%	0.7%	100.0%
South Los Angeles	90003	10.0%	8.9%	14.1%	11.6%	30.0%	19.3%	5.5%	0.6%	100.0%
South Los Angeles	90007	4.7%	4.7%	8.6%	32.3%	27.5%	15.0%	6.2%	0.9%	100.0%
Baldwin Hills/Crenshaw	90008	6.2%	6.1%	9.4%	8.5%	25.7%	27.2%	14.6%	2.4%	100.0%
South Los Angeles	90011	9.9%	8.9%	14.0%	11.6%	31.3%	18.8%	5.0%	0.5%	100.0%
West Adams	90016	6.6%	6.7%	10.6%	9.9%	29.4%	24.9%	10.3%	1.5%	100.0%
Jefferson Park	90018	6.8%	6.9%	10.9%	9.8%	29.7%	24.1%	9.9%	1.9%	100.0%
South Los Angeles	90037	8.5%	8.1%	12.3%	11.2%	31.3%	21.5%	6.4%	0.8%	100.0%
View Park-Windsor Hills	90043	5.7%	5.9%	10.5%	9.9%	24.9%	27.5%	13.8%	1.9%	100.0%
South Los Angeles	90062	7.1%	7.2%	11.6%	10.9%	29.0%	23.9%	9.1%	1.1%	100.0%
Athens	90044	8.8%	8.3%	13.0%	11.2%	29.0%	21.3%	7.4%	0.8%	100.0%
Los Angeles/West Athens	90047	6.3%	6.4%	10.9%	10.7%	25.8%	25.4%	13.1%	1.6%	100.0%
Hancock Park	90004	5.8%	6.2%	8.8%	8.1%	34.5%	25.9%	9.6%	1.0%	100.0%
SVMC Service Area		6.5%	6.7%	10.1%	10.7%	33.4%	22.1%	9.4%	1.1%	100.0%
Los Angeles County		6.4%	6.4%	10.5%	10.2%	29.1%	25.2%	10.6%	1.7%	100.0%

Data source: Nielsen Claritas
Data year: 2016
Source geography: ZIP Code

In 2016, the SVMC service area was young in comparison to Los Angeles County. The average age of residents in the SVMC service area was 35.8 years old, which was slightly younger than Los Angeles

County (37.3 years old). Similarly, the median age for residents within SVMC service area (33.9) was younger than the median of Los Angeles County (36.0).

Of note, residents of ZIP code 90010-Wilshire were on average 5 years older than residents of Los Angeles County, and residents of ZIP code 90008 were on average about 7 years younger than the residents of Los Angeles County.

Median and Average Age (in years)

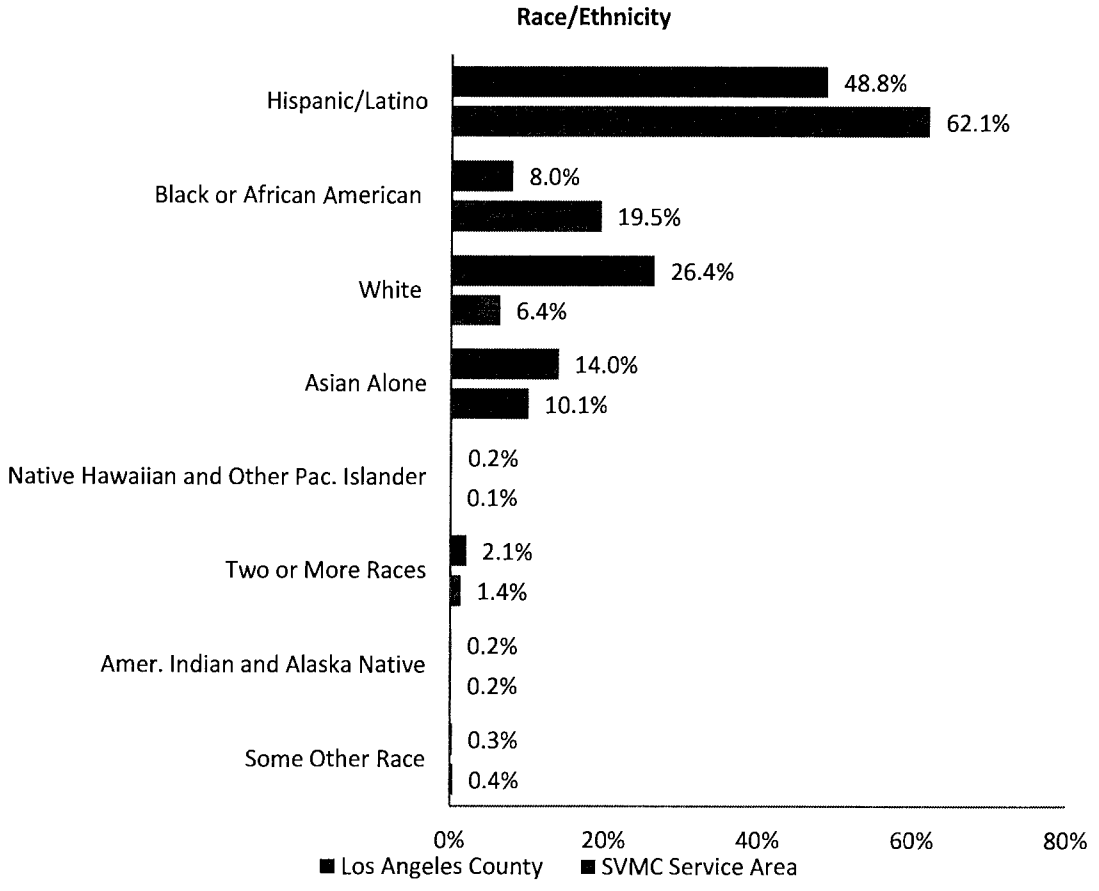
City	ZIP Code	Median Age	Average Age
Hancock Park	90004	37.1	37.6
Koreatown	90005	36.8	38.0
Pico Heights	90006	34.5	35.7
Wilshire	90010	39.5	42.9
Downtown Los Angeles	90015	33.7	35.7
Downtown Los Angeles	90017	31.7	33.6
Country Club Park/Mid City	90019	38.0	38.6
Hancock Park	90020	37.3	37.9
Echo Park/Silverlake	90026	36.5	37.6
Westlake	90057	33.6	35.4
ARCO Towers	90071	36.3	40.0
Los Angeles	90001	28.6	30.7
Los Angeles	90002	27.7	31.3
South Los Angeles	90003	28.3	40.4
South Los Angeles	90007	24.9	30.4
Baldwin Hills/Crenshaw	90008	40.3	36.9
South Los Angeles	90011	28.4	36.7
West Adams	90016	35.8	32.7
Jefferson Park	90018	35.0	39.7
South Los Angeles	90037	30.9	35.4
View Park-Windsor Hills	90043	39.1	30.9
South Los Angeles	90062	33.4	30.5
Athens	90044	30.5	32.8
Los Angeles/West Athens	90047	36.5	38.2
SVMC Service Area		33.9	35.8
Los Angeles County		36.0	37.3

Data source: Nielsen Claritas
Data year: 2016
Source geography: ZIP Code

Race and Ethnicity

In 2015, a more than half (62.1%) of the population living in the SVMC service area was of Hispanic/Latino origin, a higher percentage than in Los Angeles County (48.8%). Further, the

Black/African American population (19.5%) was the second largest ethnic population in the SVMC service area, and made up a much greater proportion of the population in the service area than in Los Angeles County (8.0%). The White population in the SVMC service area (6.4%) was nearly one-third that of Los Angeles County (26.4%). The Asian population in the SVMC service area (10.1%) was slightly smaller than that of Los Angeles County (14.0%).



Race/Ethnicity

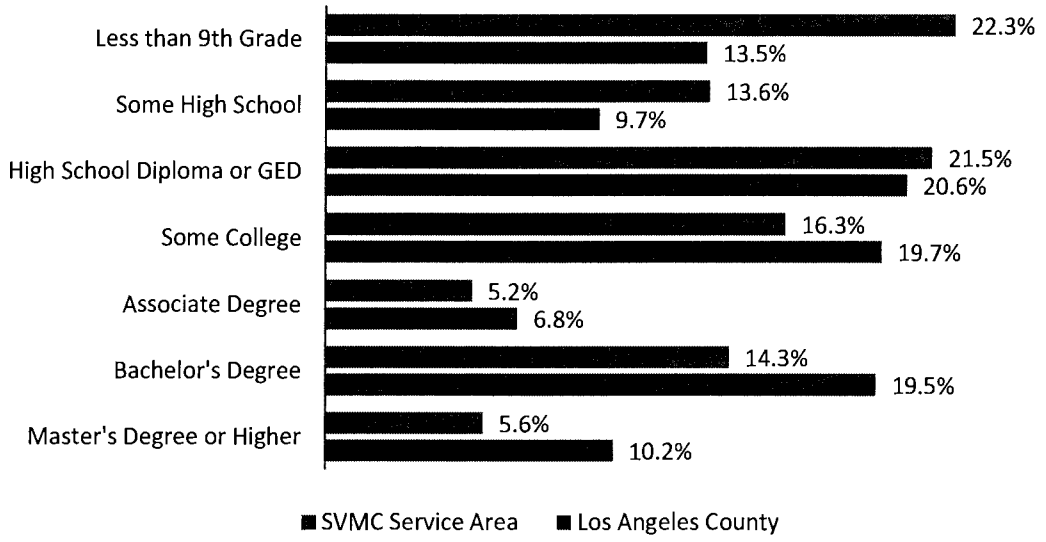
Race/Ethnicity	SVMC Service Area		Los Angeles County	
	Number	Percent	Number	Percent
White Alone	76,817	6.4%	2,676,038	26.4%
Black or African American Alone	233,829	19.5%	810,921	8.0%
Amer. Indian and Alaska Native Alone	1,865	0.2%	20,273	0.2%
Asian Alone	121,120	10.1%	1,419,111	14.0%
Native Hawaiian and Other Pac. Isl. Alone	801	0.1%	20,273	0.2%
Some Other Race Alone	4,505	0.4%	30,410	0.3%
Two or More Races	16,258	1.4%	212,867	2.1%
Hispanic/Latino	744,304	62.1%	4,946,616	48.8%
Total	1,199,499	100.0%	10,136,509	100.0%

Data source: Nielsen Claritas Demographic Data
Data year: 2015
Source geography: ZIP

Education

In 2016, the SVMC service area population had a notably lower level of education than Los Angeles County. Specifically, 35.9% of individuals in the SVMC service area did not graduate from high school or receive their GED, compared to 23.2% in Los Angeles County. Furthermore, the population existing within the SVMC service area consisted of a lower percentage of individuals with a bachelor's degree or higher (19.9%) than Los Angeles County (29.7%). In particular, ZIP codes 90007-Sounth Los Angeles (42.8%), 90043-View Park (39.6%) and 90017-Downtown Los Angeles (36.1%) had the highest percentage of individuals who had less than a ninth grade education. ZIP codes 90071-ARCO Towers (36.4%) and 90010-Wilshire (14.7%) had the highest percentages of individuals who completed a Master's degree or higher. ZIP codes 90043-View Park (0.7%), 90007-South Los Angeles (0.9%) and 90062-South Los Angeles (0.9%) had the lowest percentages of individuals who completed a Master's degree.

Education Levels



Educational Attainment

City	ZIP Code	Less than Ninth Grade	Some High School, No Diploma	High School Graduate or GED	Some College, No Degree	Associate Degree	Bachelor's Degree	Master's Degree or Higher
Hancock Park	90004	18.7%	10.9%	16.8%	14.7%	6.0%	24.8%	8.1%
Koreatown	90005	20.5%	10.3%	20.5%	14.6%	4.9%	22.2%	6.9%
Pico Heights	90006	30.3%	16.0%	24.2%	12.3%	3.5%	10.7%	3.0%
Wilshire	90010	4.8%	3.5%	15.0%	18.4%	10.4%	33.2%	14.7%
Downtown Los Angeles	90015	25.4%	14.9%	14.7%	12.7%	4.6%	18.6%	9.1%
Downtown Los Angeles	90017	36.1%	12.4%	18.4%	10.2%	4.0%	13.0%	5.9%
Country Club Park/Mid City	90019	15.6%	10.6%	19.9%	16.2%	5.4%	22.3%	10.0%
Hancock Park	90020	13.2%	8.5%	21.1%	16.2%	6.3%	26.8%	7.9%
Echo Park/Silverlake	90026	18.5%	9.9%	16.3%	15.1%	6.2%	24.9%	9.1%
Westlake	90057	31.2%	13.5%	19.4%	13.2%	4.4%	14.8%	3.6%
ARCO Towers	90071	0.0%	9.1%	18.2%	9.1%	0.0%	27.3%	
Los Angeles	90001	31.1%	21.0%	23.8%	14.4%	3.8%	4.9%	1.0%
Los Angeles	90002	26.5%	14.1%	20.6%	15.1%	4.0%	13.1%	6.5%
South Los Angeles	90003	7.3%	12.0%	23.1%	24.5%	8.4%	14.3%	10.4%
South Los Angeles	90007	42.8%	20.2%	20.6%	9.5%	3.1%	2.9%	0.9%
Baldwin Hills/Crenshaw	90008	17.6%	12.1%	24.3%	22.0%	6.2%	12.4%	5.4%
South Los Angeles	90011	22.1%	14.0%	25.5%	19.1%	5.0%	9.5%	4.8%
West Adams	90016	34.8%	19.4%	23.0%	13.2%	3.3%	4.9%	1.2%
Jefferson Park	90018	9.6%	10.6%	21.1%	28.7%	8.5%	12.3%	9.3%
South Los Angeles	90037	23.4%	16.1%	28.2%	19.4%	5.1%	5.7%	2.2%
View Park-Windsor Hills	90043	39.6%	20.5%	21.9%	10.8%	3.5%	3.1%	0.7%
South Los Angeles	90062	30.9%	18.9%	25.7%	16.2%	4.1%	3.3%	0.9%
Athens	90044	23.8%	16.3%	26.8%	19.7%	4.8%	6.5%	2.0%
Los Angeles/West Athens	90047	11.3%	11.1%	26.5%	26.3%	8.4%	11.7%	4.6%
SVMC Service Area		22.3%	13.6%	21.5%	16.3%	5.2%	14.3%	5.6%
Los Angeles County		13.5%	9.7%	20.6%	19.7%	6.8%	19.5%	10.2%

Data source: Nielsen Claritas
Data year: 2016
Source geography: ZIP Code

Marital Status

In 2016, the percentage of the SVMC service area population who had never been married (52.2%) was significantly higher than Los Angeles County (41.5%). Further, the percentage of the population that was married and had their spouse present was much lower in the SVMC service area (27.6%) than in Los Angeles County (38.3%). Only marginal differences (about 1%) existed between SVMC service area residents and Los Angeles County residents in the percent of the population who were either married with their spouse absent, widowed or divorced.

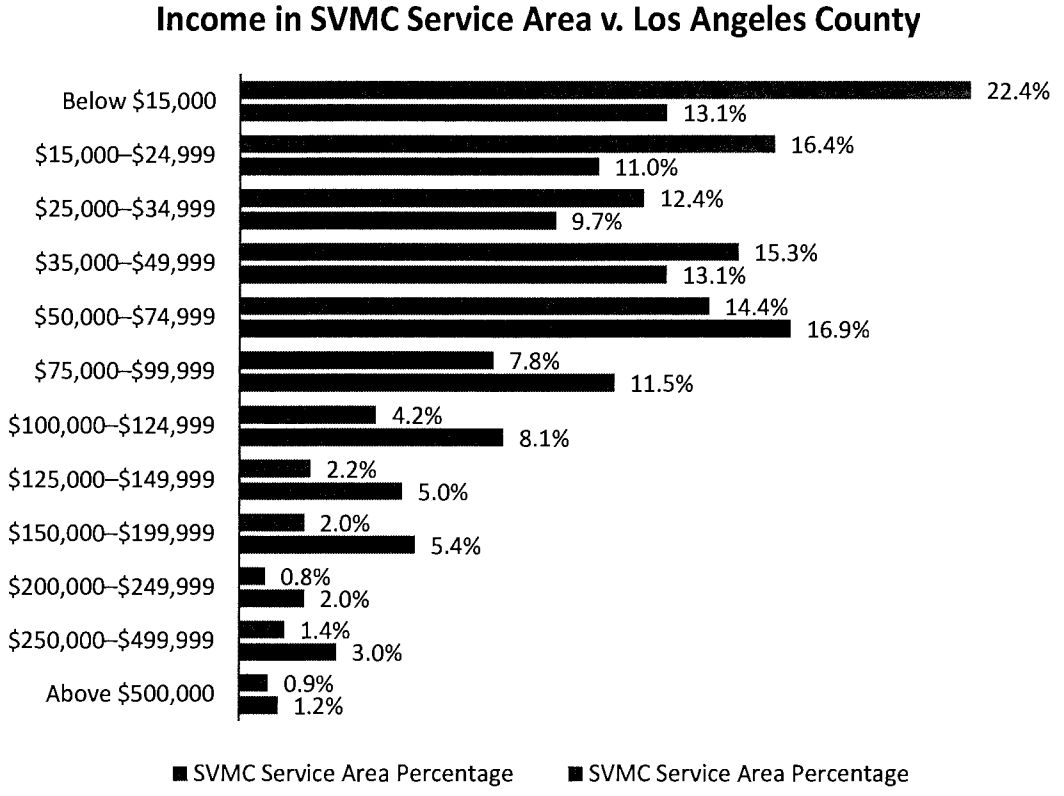
Marital Status

City	ZIP Code	Never Married	Married, Spouse Present	Married, Spouse Absent	Widowed	Divorced
Hancock Park	90004	49.0%	31.3%	8.8%	3.6%	7.3%
Koreatown	90005	49.4%	28.7%	9.3%	4.8%	7.8%
Pico Heights	90006	50.8%	28.9%	9.2%	4.0%	7.1%
Wilshire	90010	40.7%	40.3%	3.3%	5.1%	10.5%
Downtown Los Angeles	90015	54.4%	26.9%	7.9%	5.2%	5.6%
Downtown Los Angeles	90017	59.9%	24.6%	6.2%	4.2%	5.1%
Country Club Park/Mid City	90019	46.2%	30.9%	7.9%	4.6%	10.3%
Hancock Park	90020	50.1%	31.8%	6.7%	3.5%	7.9%
Echo Park/Silverlake	90026	54.0%	27.6%	7.9%	4.0%	6.6%
Westlake	90057	54.1%	25.6%	9.9%	4.3%	6.1%
ARCO Towers	90071	58.3%	25.0%	0.0%	8.3%	8.3%
Los Angeles	90001	53.9%	26.4%	10.3%	4.2%	5.2%
Los Angeles	90002	71.4%	16.3%	5.7%	2.2%	4.3%
South Los Angeles	90003	46.7%	25.3%	6.7%	7.1%	14.3%
South Los Angeles	90007	60.5%	26.1%	8.0%	2.3%	3.1%
Baldwin Hills/Crenshaw	90008	47.2%	29.4%	8.7%	5.1%	9.5%
South Los Angeles	90011	49.5%	27.2%	8.6%	5.5%	9.2%
West Adams	90016	55.3%	25.7%	9.9%	4.0%	5.1%
Jefferson Park	90018	46.8%	27.6%	7.7%	5.9%	12.0%
South Los Angeles	90037	50.6%	25.5%	8.8%	6.1%	8.9%
View Park-Windsor Hills	90043	50.1%	31.9%	10.0%	3.4%	4.7%
South Los Angeles	90062	52.6%	28.0%	10.3%	4.2%	4.9%
Athens	90044	51.7%	25.8%	9.8%	5.0%	7.7%
Los Angeles/West Athens	90047	48.3%	25.9%	6.8%	8.2%	10.7%
SVMC Service Area		52.2%	27.6%	7.9%	4.8%	7.6%
Los Angeles County		41.5%	38.3%	6.7%	5.0%	8.6%

Data source: Nielsen Claritas
Data year: 2016
Source geography: ZIP Code

Household Income

In 2016, more households in the SVMC service area earned an average income of less than $15,000 (22.4%) than in Los Angeles County (13.1%). Approximately two-thirds (66.5%) of the SVMC service area population has a household income less than $50,000, a much higher percentage than in Los Angeles County (46.9%).



Household Income

Income level	SVMC Service Area		Los Angeles County	
	Number	Percentage	Number	Percentage
Below $15,000	83,713	22.4%	440,017	13.1%
$15,000–$24,999	61,245	16.4%	368,258	11.0%
$25,000–$34,999	46,386	12.4%	324,780	9.7%
$35,000–$49,999	57,406	15.3%	439,461	13.1%
$50,000–$74,999	53,803	14.4%	564,594	16.9%
$75,000–$99,999	29,049	7.8%	384,054	11.5%
$100,000–$124,999	15,703	4.2%	272,585	8.1%
$125,000–$149,999	8,270	2.2%	166,270	5.0%
$150,000–$199,999	7,436	2.0%	181,675	5.4%
$200,000–$249,999	2,934	0.8%	65,904	2.0%
$250,000–$499,999	5,230	1.4%	100,559	3.0%
Above $500,000	3,205	0.9%	40,774	1.2%
Total	374,380	100.0%	3,348,931	100.0%

Data source: Nielsen Claritas
Data year: 2016
Source geography: ZIP Code

Natality

Births

In 2012, there were a total of 132,608 births in California, of which 4.4% (n=5,888) took place in the SVMC service area. Within the service area, the greatest number of births was in ZIP codes 90011-South Los Angeles (12.1%), 90044-Athens (8.7%) and 90003-South Los Angeles (6.3%).

Births

City	ZIP Code	Number	Percentage
Hancock Park	90004	804	4.4%
Koreatown	90005	516	2.8%
Pico Heights	90006	908	5.0%
Wilshire	90010	29	0.2%
Downtown Los Angeles	90015	264	1.5%
Downtown Los Angeles	90017	359	2.0%
Country Club Park/Mid City	90019	840	4.6%
Hancock Park	90020	525	2.9%
Echo Park/Silverlake	90026	765	4.2%
Westlake	90057	750	4.1%
ARCO Towers	90071	-	-
Los Angeles	90001	1,146	6.3%
Los Angeles	90002	1,059	5.8%
South Los Angeles	90003	1,418	7.8%
South Los Angeles	90007	429	2.4%
Baldwin Hills/Crenshaw	90008	363	2.0%
South Los Angeles	90011	2,188	12.1%
West Adams	90016	657	3.6%
Jefferson Park	90018	706	3.9%
South Los Angeles	90037	1,143	6.3%
View Park-Windsor Hills	90043	574	3.2%
South Los Angeles	90062	442	2.4%
Athens	90044	1,579	8.7%
Los Angeles/West Athens	90047	654	3.6%
SVMC Service Area		5,888	100%
Los Angeles County		132,608	-

Data source: California Department of Public Health
Data year: 2012
Source geography: ZIP Code

Births by Mother's Age

In 2012, most births in the SVMC service area were to women between the ages of 20 and 29 (47.8%), followed by those between the ages of 30 and 34 (24.7%), and 35 years and older (17.8%). Overall, mothers in the service area were younger at the time of their child's birth than mothers in Los Angeles County, where 21.2% of mothers were 35 years of age and older and 27.3% of mothers were between the ages of 30 and 35.

Births by Mother's Age

	SVMC Service Area		Los Angeles County	
Age Group	Number	Percentage	Number	Percentage
Under 20 years old	1924	9.7%	9,296	7.0%
20–29 years old	9218	47.8%	58,963	44.5%
30–34 years old	4013	24.7%	36,186	27.3%
35 years old and older	2962	17.8%	28,161	21.2%
Total	18118	100.0%	132,606	100.0%

Data source: California Department of Public Health
Data year: 2012
Source geography: ZIP Code

Births by Mother's Ethnicity

By ethnicity, most births in the SVMC service area in 2012 were to Hispanic mothers (72.0%), followed by African-American mothers (16.2%), both of which were higher than Los Angeles County (57.6% and 7.1% respectively). In contrast, the percentage (3.2%) of White mothers who gave birth in the SVMC service area was significantly lower than Los Angeles County (17.4%).

Births by Mother's Ethnicity

Ethnicity	SVMC Service Area		Los Angeles County	
	Number	Percentage	Number	Percentage
Native American or Alaskan Native	12	0.1%	116	0.1%
Asian/Pacific Islander	1185	6.5%	19,579	14.8%
African-American	2,944	16.2%	9,446	7.1%
Hispanic	13,048	72.0%	76,320	57.6%
White	587	3.2%	23,012	17.4%
Two or More Races	188	1.0%	1,847	1.4%
Other Race	154	0.8%	2,288	1.7%
Total	18,118	100.0%	132,608	100.0%

Data source: California Department of Public Health
Data year: 2012
Source geography: ZIP Code

Birth Weight

In the United States, the average newborn weighs about 8 pounds. Any baby born weighing less than 5 pounds, 8 ounces (2,500 grams) falls into the low birth weight category. A baby weighing less than 1500 grams falls into the very low birth weight category. Medical risk factors for having a low-birthweight baby include chronic health conditions like high blood pressure, diabetes and heart, lung and kidney problems and infections. Additional risk factors include smoking, drinking alcohol and substance abuse as well as mother's age and ethnicity. Low birth weight infants are more likely to have respiratory problems, feeding problems, bleeding in the brain and are more likely to die in the first year of life than normal birth weight infants. Low birth weight infants are also more likely to experience long-range developmental and physical health problems including: diabetes, heart disease, high blood pressure, metabolic syndrome and obesity.[6]

In 2011 in the SVMC service area, 6.3% of babies were born with low birth weight and another 1.3% with very low birth weight. ZIP codes 90007-South Los Angeles and 90008-Baldwin Hills/Crenshaw had the highest incidence of low birth weight (9.8% and 9.6% of all births, respectively), and ZIP codes 90043-View Park and 90008-Baldwin Hills/Crenshaw had the highest incidence of very low birth weight (2.6% and 2.2%, respectively).

[6] March of Dimes, Low Birthweight. Available at: http://www.marchofdimes.org/complications/low-birthweight.aspx#. Accessed October 26, 2016.

Birth Weight

City	ZIP Code	Low Birth Weight (1500 to 2499 grams)		Very Low Birth Weight (Less than 1500 grams)	
		Number	Percentage	Number	Percentage
Hancock Park	90004	47	5.8%	8	1.0%
Koreatown	90005	25	4.8%	7	1.4%
Pico Heights	90006	62	6.8%	11	1.2%
Wilshire	90010	1	3.4%	0	0.0%
Downtown Los Angeles	90015	21	8.0%	4	1.5%
Downtown Los Angeles	90017	21	5.8%	4	1.1%
Country Club Park/Mid City	90019	52	6.2%	6	0.7%
Hancock Park	90020	29	5.5%	6	1.1%
Echo Park/Silverlake	90026	33	4.3%	10	1.3%
Westlake	90057	37	4.9%	9	1.2%
ARCO Towers	90071	-	-	-	-
Los Angeles	90001	65	5.7%	16	1.4%
Los Angeles	90002	71	6.7%	15	1.4%
South Los Angeles	90003	93	6.6%	9	0.6%
South Los Angeles	90007	42	9.8%	7	1.6%
Baldwin Hills/Crenshaw	90008	35	9.6%	8	2.2%
South Los Angeles	90011	121	5.5%	32	1.5%
West Adams	90016	44	6.7%	8	1.2%
Jefferson Park	90018	52	7.4%	7	1.0%
South Los Angeles	90037	64	5.6%	13	1.1%
View Park-Windsor Hills	90043	44	7.7%	15	**2.6%**
South Los Angeles	90062	24	5.4%	5	1.1%
Athens	90044	105	6.6%	23	1.5%
Los Angeles/West Athens	90047	55	8.4%	13	2.0%
SVMC Service Area		1,143	6.3%	236	1.3%
Los Angeles County		7,666	5.8%	1,531	1.2%

Data source: California Department of Public Health
Data year: 2011
Source geography: ZIP Code

Breastfeeding

There are numerous beneficial short-term and long-term health effects of breastfeeding for mothers and babies. Recent research has also demonstrated that breastfeeding carries potential economic and environmental benefits for communities. The short-term benefits of breastfeeding to babies include nutritionally balanced meals, some protection against common childhood infections and better survival during the first year of life.[7] With respect to health during the lifetime, recent research has demonstrated that breastfeeding during infancy has protective effects for the baby against chronic non-communicable diseases in adulthood, particularly hypertension, obesity, diabetes, hypercholesterolemia and cardiovascular disease.[8] Moreover, breastfeeding carries health benefits for mothers including lowering their risk of type 2 diabetes, certain kinds of breast cancer and ovarian cancer.[9] With respect to

[7] Eunice Kennedy Shriver National Institute on Child Health and Human Development. Available at: https://www.nichd.nih.gov/health/topics/breastfeeding/conditioninfo/Pages/benefits.aspx Accessed October 26, 2016.

[8] Davis MK. Breastfeeding and chronic disease in childhood and adolescence. Pediatr Clin North Am.2011;48:125–41.

[9] Office on Women's Health, US Department of Health and Human Services. Available at: https://www.womenshealth.gov/breastfeeding/breastfeeding-benefits.html Accessed October 26, 2016.

the economic benefits of breastfeeding, families purchasing infant formula during the first year of a child's life can save between $1,200 and $1,500 through breastfeeding instead.[10] This is a significant savings for low-income families.

Women who stop breastfeeding before their infant is three months old often do so because of breastfeeding management problems that are preventable and can be addressed through breastfeeding education and support. Hospitals can be designated as "baby-friendly" if they follow steps to promote breastfeeding.

Breastfeeding is an important element in the development of newborns. In 2015 in the SVMC service area, nearly half (49.7%) of mothers breastfed their babies for at least six months, a percentage equal to Los Angeles County (49.7%) but still lower than the Healthy People 2020 goal of >=60.6%.

Over a quarter (28.0%) of mothers in the SVMC service area breastfed their babies for at least twelve months, a higher percentage than in Los Angeles County (27.6%). A larger percentage (31.7%) of mothers in SPA 6 breastfed their babies at least twelve months—more than in Los Angeles County (27.6%).

Breastfeeding

Report Area	Breastfeeding at Least 6 Months Percentage	Breastfeeding at Least 12 Months Percentage
SPA 4–Metro	55.9%	24.7%
SPA 6–South	44.7%	31.7%
SPA 8–South Bay	52.4%	22.4%
SVMC Service Area	49.7%	28.0%
Los Angeles County	49.7%	27.6%
Healthy People 2020	>=60.6%	>=34.1%

Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: SPA

Stakeholder Insights -- Breastfeeding

Stakeholders noted several reasons why breastfeeding rates are low in the service population. First, there are few organizations that educate women about and promote the benefits of breastfeeding over formula feeding. In addition, many employers do not provide supportive resources that would encourage continued breastfeeding once a woman returns to work. Finally, among the service population, formula feeding carries a high social value and is perceived as reflecting a high social status. For this reason, many women opt to formula feed even though breastfeeding is a viable option.

Disability

An umbrella term for impairments, activity limitations, and participation restrictions, disability is the interaction between individuals with a health condition (e.g., cerebral palsy, Down syndrome, depression) and personal and environmental factors (e.g., negative attitudes, inaccessible transportation and

[10] Tuttle CR, Dewey KG. Potential cost savings for Medi-Cal, AFDC, Food Stamps, WIC Programs Associated with Increasing Breast-feeding Among Low-Income Hmong Women in California. J Am Diet Assoc 1996; 96: 885–890.

public buildings, and limited social supports).[11] Examples of disabilities include hearing, vision, movement, thinking, remembering, learning, communication, and/or mental health and social relationships. Disabilities can affect a person at any point in the life cycle.[12]

Over a billion people—corresponding to about 15% of the world population—are estimated to live with some form of disability. Between 110 million (2.2%) and 190 million (3.8%) people 15 years and older have significant difficulties functioning. In addition, rates of disability are increasing, in part as a result of aging populations and increases in chronic health conditions. People with disabilities typically have less access to health care services and consequently often do not have their health care needs met.[13]

In California alone, 5.7 million adults, or 23% of the adult population, have a disability. The proportion of the population with disabilities increases with age and among females and African-American, White, or American Indian/Alaskan native populations. People with disabilities are also more likely than others to be poorly educated, unemployed, and living below the poverty level. [14]

Prevalence

In 2014, the population living in the SVMC service area with disability status due to physical, mental or emotional conditions (33.2%) was higher than Los Angeles County (28.6%). In SPA 6 the percentage was significantly higher (39.4%).

Adults with Disability Status

Report Area	Percentage
SPA 4–Metro	26.3%
SPA 6–South	39.4%
SPA 8–South Bay	27.3%
SVMC Service Area	33.2%
Los Angeles County	28.6%

Data source: California Health Interview Survey
Data year: 2014
Source geography: SPA

In 2011, a smaller percentage of adults (15.7%) cared for or assisted other adults with a long-term illness or disability in the SVMC service area when compared to Los Angeles County (20.0%).

[11] World Health Organization. Disability and Health Fact Sheet. Geneva, Switzerland. Available at http://www.who.int/mediacentre/factsheets/fs352/en/index.html. Accessed [August 2, 2016].

[12] Center for Disease Control and Prevention. Atlanta, GA. Available at http://www.cdc.gov/ncbddd/disabilityandhealth/types.html. Accessed [August 2, 2016].

[13] World Health Organization. Disability and Health Fact Sheet. Geneva, Switzerland. Available at http://www.who.int/mediacentre/factsheets/fs352/en/index.html. Accessed [August 2, 2016].

[14] California Department of Public Health's Living Healthy with a Disability Program and Living Healthy Advisory Committee. Planning for Today, Thinking of Tomorrow—California's 2011-2016 Strategic Directions for Promoting the Health of People with Disabilities Sacramento, CA. Available at http://www.cdph.ca.gov/HealthInfo/injviosaf/Documents/Planning_for_Today.pdf] Accessed [August 2, 2016].

Adults Who Have Provided Care or Assistance to Another Adult In The Past Month

Report Area	Percentage
SPA 4–Metro	11.3%
SPA 6–South	16.9%
SPA 8–South Bay	24.0%
SVMC Service Area	15.7%
Los Angeles County	20.0%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

In 2015, a slightly smaller percentage (13.1%) of children between 0 and 17 years of age had special health care needs in the SVMC service area when compared to Los Angeles County (14.5%).

Children 0–17 Years old with Special Health Care Needs

Report Area	Percentage
SPA 4–Metro	12.3%
SPA 6–South	12.5%
SPA 8–South Bay	18.4%
SVMC Service Area	13.1%
Los Angeles County	14.5%

Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: SPA

Disparities

In 2015, nearly a fourth (17.1%) of children between 12 and 17 years old had a special health care need in Los Angeles County. Another 16.6% of children between 6 and 11 years old and 9.8% of children between 0 and 5 years old had a special health care need.

Children 0 to 17 Years old with Special Health Care Needs by Age

Age Group	Percentage
0–5 years old	9.8%
6–11 years old	16.6%
12–17 years old	17.1%

Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: County

By ethnicity, in 2015 nearly a third (32.4%) of African-American children had a special health care need. In addition, 17.5% of White children and 12.0% of Latino children had a special health care need. Only 10.5% of Asian/Pacific Islander children and 8.7% of American Indian/Alaskan Native children have special health care needs.

Children 0 to 17 Years old with Special Health Care Needs by Ethnicity

Age Group	Percentage
Latino	12.0%
White	17.5%
African-American	32.4%
Asian/Pacific Islander	10.5%
American Indian/Alaskan Native	8.7%

Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: County

Stakeholders identified children as the most severely impacted populations but did not identify geographic disparities.

Associated Drivers of Health

Disabilities may strike anyone at any point in time; however, disability rates are increasing in part as a result of aging populations and increases in chronic health conditions. People with disabilities typically have less access to health care services and often do not have their health care needs met.[15] People with disabilities are more likely to experience difficulties or delays in getting necessary health care in a timely manner, including visiting a dentist and getting mammograms and Pap smear tests, among other important diagnostic and preventive resources. In addition, they are more likely to smoke, to not engage in physical activity, to be overweight or obese, to have high blood pressure, to experience psychological distress, to receive less social/emotional support, and to have high unemployment rates.[16]

Mortality

Deaths

In 2012, ZIP codes accounting for the most deaths in the SVMC service area include 90044-Athens (8.1%) and 90047-Los Angeles/West Athens (7.7%)

[15] World Health Organization. Disability and Health Fact Sheet. Geneva, Switzerland. Available at http://www.who.int/mediacentre/factsheets/fs352/en/index.html. Accessed [August 2, 2016].

[16] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=9. Accessed [August 2, 2016].

Total Deaths

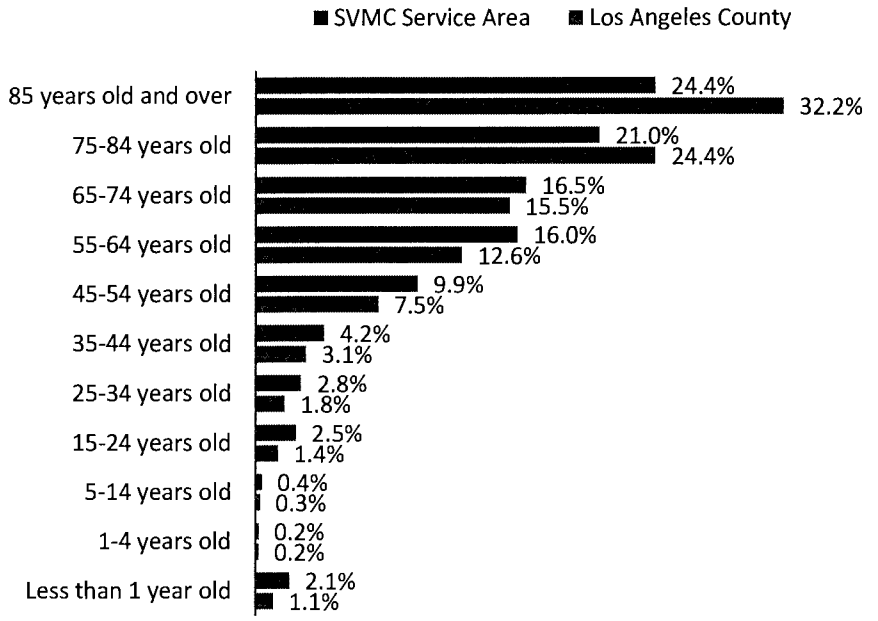
City	ZIP Code	Total	Percentage
Hancock Park	90004	261	4.5%
Koreatown	90005	163	2.8%
Pico Heights	90006	233	4.0%
Wilshire	90010	12	0.2%
Downtown Los Angeles	90015	70	1.2%
Downtown Los Angeles	90017	96	1.6%
Country Club Park/Mid City	90019	358	6.1%
Hancock Park	90020	134	2.3%
Echo Park/Silverlake	90026	292	5.0%
Westlake	90057	211	3.6%
ARCO Towers	90071	-	-
Los Angeles	90001	230	3.9%
Los Angeles	90002	259	4.4%
South Los Angeles	90003	316	5.4%
South Los Angeles	90007	120	2.0%
Baldwin Hills/Crenshaw	90008	285	4.9%
South Los Angeles	90011	321	5.5%
West Adams	90016	330	5.6%
Jefferson Park	90018	359	6.1%
South Los Angeles	90037	280	4.8%
View Park-Windsor Hills	90043	391	6.7%
South Los Angeles	90062	209	3.6%
Athens	90044	473	8.1%
Los Angeles/West Athens	90047	452	7.7%
SVMC Service Area		5,855	100.0%
Los Angeles County		58,498	

Data source: California Department of Public Health (CDPH)
Data year: 2012
Source geography: ZIP Code

Deaths by Age Group

Compared to Los Angeles County averages, the incidence of mortality in the SVMC service area in 2010 is particularly high among children less than 1 year of age (2.1% of all deaths for the SVMC service area compared to 1.1% of all deaths for LA county), as well as among the following age groups: 25-34 years, 35-44 years, 45-54 years, and 55-64 years. Consequently, the probability of living to 85 years and older is much lower in the SVMC service area (24.4%) than in Los Angeles County (32.2%).

Total Deaths, by Age Group



Total Deaths, by Age Group

	SVMC Service Area		Los Angeles County	
Age Group	Number	Percentage	Number	Percentage
Less than 1 year old	122	**2.1%**	613	1.1%
1–4 years old	14	0.2%	105	0.2%
5–14 years old	21	0.4%	159	0.3%
15–24 years old	147	2.5%	771	1.4%
25–34 years old	166	2.8%	1,018	1.8%
35–44 years old	247	4.2%	1,716	3.1%
45–54 years old	580	9.9%	4,123	7.5%
55–64 years old	939	16.0%	6,955	12.6%
65–74 years old	964	16.5%	8,572	15.5%
75–84 years old	1,229	21.0%	13,481	24.4%
85 years old and over	1,426	24.4%	17,818	32.2%
Total	5,855	100.0%	55,331	100.0%

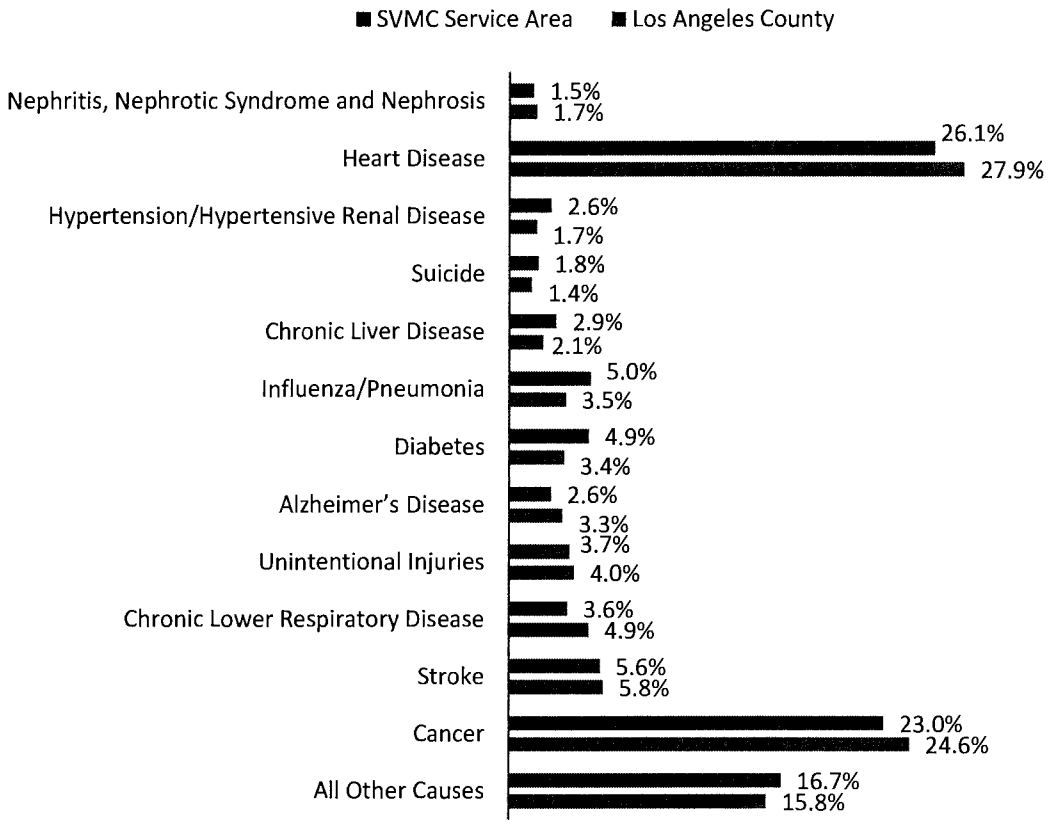
Data source: California Department of Public Health (CDPH)
Data year: 2010/2012
Source geography: ZIP Code

Cause of Death

In 2012, heart disease (26.1%) was the leading cause of death in the SVMC service area, which was slightly less than Los Angeles County (27.9%). Cancer (23.0%) was the second leading cause of death in the SVMC service area and reflected a slightly lower percentage than Los Angeles County (24.6%).

The SVMC service area sees a much higher proportion of deaths to influenza/pneumonia and diabetes (5.0% and 4.9%, respectively) than Los Angeles County (3.5% and 3.4%, respectively). Conversely, a lower than average proportion of residents in the SVMC service area died as a result of chronic lower respiratory disease and cancer.

Total Deaths, by Cause



Total Deaths, by Cause

Cause	SVMC Service Area		Los Angeles County	
	Number	Percentage	Number	Percentage
Heart disease	1624	26.1%	15,451	27.9%
Cancer	1,377	23.0%	13,624	24.6%
Stroke	335	5.6%	3,231	5.8%
Chronic lower respiratory disease	240	3.6%	2,710	4.9%
Unintentional injuries	224	3.7%	2,213	4.0%
Alzheimer's disease	168	2.6%	1,827	3.3%
Diabetes	287	4.9%	1,866	3.4%
Influenza/pneumonia	253	5.0%	1,922	3.5%
Chronic liver disease	175	2.9%	1,144	2.1%
Suicide	66	1.8%	760	1.4%
Hypertension/hypertensive renal disease	156	2.6%	919	1.7%
Nephritis, nephrotic syndrome, and nephrosis	98	1.5%	946	1.7%
All other causes	6052	16.7%	8,718	15.8%
Total	11,055	20.0%	55,331	100.0%

Data source: California Department of Public Health (CDPH)
Data year: 2010/2012
Source geography: ZIP Code

The following section of this report outlines key primary and secondary data pertaining to the health needs considered during the Community Health Needs Assessment (CHNA) and prioritization process. Of note, many of the health needs considered during the CHNA process appear in list of most common causes of death in the service area: these include cardiovascular disease, cancer, diabetes, hypertension and unintentional deaths. Some common causes of death listed above will not appear in the Key Findings – Health Needs section because they were not included in the CHNA and prioritization process in this cycle.

VII. Key Findings—Health Needs

This section presents an overview, analysis and summary of secondary data and stakeholder input for the health needs (outcomes and drivers) identified through the CHNA process and reviewed in the Summary of Key Findings (Executive Summary) of this report. This section presents multiple indicators for each health need. The health needs are presented in alphabetical order. The tables in this section reflect the most up-to-date population-level public health statistics from a variety of sources: a complete table of data sources can be found in **Appendix D – Data Sources**.

Access to Healthcare

Access to health care services is a concept that encompasses one's ability to afford health care, navigate the health care system, access a health care location where needed services are provided and find a health care provider with whom one can communicate and build truSaint[17] Access to health care impacts overall physical, social, and mental health status, the prevention of disease and disability, the detection and treatment of health conditions, quality of life, preventable death and life expectancy for individuals.[18]

Medicare Beneficiaries

Medicare is a Federal program administered by the Centers for Medicare & Medicaid Services (CMS) and provides health insurance for people age 65 or older, those under age 65 with certain disabilities or ALS (amyotrophic lateral sclerosis, or Lou Gehrig's disease), and people of any age with End-Stage Renal Disease (permanent kidney failure requiring dialysis or a kidney transplant).[19] The Medicare program provides insurance through various initiatives, including insurance for inpatient hospital, skilled nursing facility and home health services; coverage for physician services, outpatient hospital services, durable medical equipment and certain home health services; health plan options that are provided by Medicare-approved private insurance companies (e.g., HMOs, PPOs); and, insurance coverage for prescription drugs.[20] The Medicaid program is jointly funded by the federal and state government, and provides health insurance to eligible low-income adults, children, pregnant women, elderly adults and people with disabilities.

In 2014, the SVMC service area population had a lower percentage of individuals benefit from using Medicare (0.8%) than Los Angeles County (1.3%). In contrast, a higher percentage of the population living in SVMC's service area received Medicaid (26.9%) than in Los Angeles County (19.2%). In addition,

[17] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=1. Accessed [August 1, 2016].

[18] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=1. Accessed [August 1, 2016].

[19] State of California Department of Health Care Services (2012). Medi-Cal's Coordinated Care Initiative Population Combined Medicare & Medi-Cal Cost, Utilization, and Disease Burden, Sacramento, CA. Available at http://www.dhcs.ca.gov/dataandstats/statistics/Documents/Dual%20Data%20Sets%20Medicare.pdf. Accessed [August 1, 2016].

[20] State of California Department of Health Care Services (2012). Medi-Cal's Coordinated Care Initiative Population Combined Medicare & Medi-Cal Cost, Utilization, and Disease Burden, Sacramento, CA. Available at http://www.dhcs.ca.gov/dataandstats/statistics/Documents/Dual%20Data%20Sets%20Medicare.pdf. Accessed [August 1, 2016].

the service area population had a higher percentage of individuals using both Medicare and Medicaid (4.8%) than the rest of Los Angeles County (3.5%).

Medicare and Medicaid Beneficiaries

Report Area	Medicare Only Percentage	Medicaid Only Percentage	Medicare & Medicaid Percentage	Medicare & Others Percentage
SPA 4–Metro	0.8%	22.7%	5.0%	5.1%
SPA 6–South	0.6%	31.9%	5.3%	3.6%
SPA 8–South Bay	1.3%	18.2%	1.9%	8.3%
SVMC Service Area	0.8%	26.9%	4.8%	4.7%
Los Angeles	1.3%	19.2%	3.5%	7.1%

Data source: California Health Interview Survey (CHIS)
Data year: 2014
Source geography: SPA

Medi-Cal and Healthy Families Programs

Medi-Cal, California's Medicaid program, is a public health insurance program that provides health care services at no or low cost to low-income individuals. The federal government mandates a set of basic services, which include but are not limited to physician, family nurse practitioner, nursing facility, hospital inpatient and outpatient, laboratory and radiology, family planning, early and periodic screening, diagnosis and treatment for children. In addition to these mandatory services, California provides optional benefits such as home- and community-based services (HCBS) waivers, and medical equipment.[21]

The Healthy Families Program offers low-cost insurance that provides health, dental and vision coverage to children who do not have insurance or who do not qualify for no-cost Medi-Cal.[22] However, starting January 1, 2013, no new enrollments of children into the Healthy Families Program were allowed and existing enrollees are being transitioned into the Medi-Cal program because of a change in state law.[23]

In 2011 in the SVMC service area, a total of 39.5% of the population is enrolled in Medical, and 1.7% of the families are enrolled in Healthy Families.

ZIP codes 90011-South Los Angeles (12.1%), 90044-Athens (10.0%), and 90003-South Los Angeles (7.7%) had a high percentage of Medi-Cal beneficiaries. ZIP codes 90011 (10.3%), 90044 (7.9%), and 90001 (7.1%) were areas with the highest percentage of Healthy Families enrollment in the SVMC service area.

[21] State of California Department of Health Care Services (2012). Medi-Cal's Coordinated Care Initiative Population Combined Medicare & Medi-Cal Cost, Utilization, and Disease Burden, Sacramento, CA. Available at http://www.dhcs.ca.gov/dataandstats/statistics/Documents/Dual%20Data%20Sets%20Medicare.pdf. Accessed [August, 1, 2016].

[22] California Department of Health Care Services (2014). The Healthy Families Program Transition to Medi-Cal Final Comprehensive Report. Sacramento, CA. Available at http://www.dhcs.ca.gov/provgovpart/Documents/Waiver%20Renewal/AppendixCHFP.PDF. Accessed [August 2, 2016].

[23] California Department of Health Care Services (2014). The Healthy Families Program Transition to Medi-Cal Final Comprehensive Report. Sacramento, CA. Available at http://www.dhcs.ca.gov/provgovpart/Documents/Waiver%20Renewal/AppendixCHFP.PDF. Accessed [August 2, 2016].

Medi-Cal and Healthy Families Beneficiaries and Enrollment

City	ZIP Code	Medi-Cal Beneficiaries[1]		Healthy Families Enrollment[2]	
		Number	Percentage	Number	Percentage
Hancock Park	90004	17,095	3.6%	1,045	5.2%
Koreatown	90005	12,581	2.6%	682	3.4%
Pico Heights	90006	24,706	5.2%	963	4.8%
Wilshire	90010	538	0.1%	52	0.3%
Downtown Los Angeles	90015	7,333	1.5%	224	1.1%
Downtown Los Angeles	90017	10,054	2.1%	161	0.8%
Country Club Park/Mid City	90019	17,890	3.8%	1,072	5.4%
Hancock Park	90020	9,351	2.0%	905	4.5%
Echo Park/Silverlake	90026	18,416	3.9%	949	4.8%
Westlake	90057	20,955	4.4%	582	2.9%
ARCO Towers	90071	-	-	-	-
Los Angeles	90001	30,279	6.4%	1,411	7.1%
Los Angeles	90002	27,579	5.8%	1,037	5.2%
South Los Angeles	90003	36,568	7.7%	1,313	6.6%
South Los Angeles	90007	15,860	3.3%	451	2.3%
Baldwin Hills/Crenshaw	90008	10,034	2.1%	307	1.5%
South Los Angeles	90011	57,546	12.1%	2,064	10.3%
West Adams	90016	15,661	3.3%	1,043	5.2%
Jefferson Park	90018	18,623	3.9%	933	4.7%
South Los Angeles	90037	33,668	7.1%	1,069	5.4%
View Park-Windsor Hills	90043	13,573	2.9%	590	3.0%
South Los Angeles	90062	12,404	2.6%	664	3.3%
Athens	90044	47,510	10.0%	1,566	7.9%
Los Angeles/West Athens	90047	16,959	3.6%	862	4.3%
SVMC Service Area		475,183	100.0%	19,945	100.0%
Los Angeles County		2,444,850		215,543	

1 Data source: California Department of Health Care Services (DHCS)
Data year: 2011
Source geography: ZIP Code
2 Data source: Managed Risk Medical Insurance Board
Data year: 2012
Source geography: ZIP Code

Federally Qualified Health Centers

Federally Qualified Health Centers (FQHCs) are community-based and patient-directed organizations that serve populations with limited access to health care. They consist of public and private nonprofit health care organizations that meet certain criteria under the Medicare and Medicaid programs and receive funds under the Health Center Program (Section 330 of the Public Health Service Act).

In 2015, there were an estimated 747 health centers in the SVMC service area.

Health Centers in SVMC Service Area

City	ZIP Code	Total Number of Health Centers	Total Number of Health Center Patients Served
Hancock Park	90004	33	9,740
Koreatown	90005	29	4,764
Pico Heights	90006	33	12,190
Wilshire	90010	4	165
Downtown Los Angeles	90015	27	3,967
Downtown Los Angeles	90017	27	3,752
Country Club Park/Mid City	90019	34	8,561
Hancock Park	90020	27	5,133
Echo Park/Silverlake	90026	33	9,668
Westlake	90057	34	7,781
ARCO Towers	90071	1	177
Los Angeles	90001	36	9,448
Los Angeles	90002	34	12,173
South Los Angeles	90003	38	16,425
South Los Angeles	90007	34	7,505
Baldwin Hills/Crenshaw	90008	32	5,051
South Los Angeles	90011	40	32,117
West Adams	90016	35	8,492
Jefferson Park	90018	33	10,380
South Los Angeles	90037	38	17,509
View Park-Windsor Hills	90043	34	7,353
South Los Angeles	90062	34	7,786
Athens	90044	43	19,888
Los Angeles/West Athens	90047	34	7,465
SVMC Service Area		747	227,490

Data Source: Health Resources and Service Administration (HRSA)
Data Year: 2015
Data Geography: ZIP

Uninsured

In the SVMC service area in 2014, 26.1% of adults did not have health insurance (or were uninsured) — which is higher than the percentage of uninsured adults in the County (16.1%).

In 2011, 3.9% of children in the SVMC service area did not have health insurance (or were uninsured), lower than the uninsured rate for children in Los Angeles County (6.4%).

Uninsured

Report Area	Adults[1]	Children[2]
SPA 4 – Metro	26.4%	5.6%
SPA 6 – South	27.3%	2.7%
SPA 8 – South Bay	20.2%	3.6%
SVMC Service Area	26.1%	3.9%
Los Angeles County	16.1%	6.4%
Healthy People 2020	0.0%	0.0%

Data source: Los Angeles County Health Survey
Data year: [1]2014, [2]2011
Source geography: SPA

Specifically, in 2014, a substantially larger percentage (28.4%) of the SVMC service area population was uninsured when compared to Los Angeles County (21.5%). Higher percentages in ZIP Codes 90057-Westlake (33.4%), 90006-Pico Heights (33.4%), and 90011-South Los Angeles (33.1%) were uninsured when compared to the SVMC service area (28.4%).

Uninsured Population

City	ZIP Code	Percentage
Hancock Park	90004	27.9%
Koreatown	90005	30.3%
Pico Heights	90006	33.4%
Wilshire	90010	25.0%
Downtown Los Angeles	90015	30.9%
Downtown Los Angeles	90017	32.0%
Country Club Park/Mid City	90019	26.3%
Hancock Park	90020	25.8%
Echo Park/Silverlake	90026	27.5%
Westlake	90057	33.4%
ARCO Towers	90071	-
Los Angeles	90001	31.8%
Los Angeles	90002	31.0%
South Los Angeles	90003	31.4%
South Los Angeles	90007	27.5%
Baldwin Hills/Crenshaw	90008	22.1%
South Los Angeles	90011	33.1%
West Adams	90016	26.2%
Jefferson Park	90018	27.9%
South Los Angeles	90037	31.7%
View Park-Windsor Hills	90043	21.0%
South Los Angeles	90062	28.9%
Athens	90044	27.6%
Los Angeles/West Athens	90047	20.9%
SVMC Service Area		28.4%
Los Angeles County		21.5%

Data source: California Health Interview Survey
Data year: 2014
Source geography: ZIP Code

Lack of Consistent Source of Care

In 2015, the SVMC service area had a similar percentage of adults (19.5%) who lacked a consistent source of primary care when compared with Los Angeles County (19.7%).

Lack of a Consistent Source of Primary Care for Adults

Report Area	Percentage
SPA 4 – Metro	23.0%
SPA 6 – South	23.4%
SPA 8 – South Bay	17.5%
SVMC Service Area	19.5%
Los Angeles County	19.7%

Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: SPA

Difficulty Accessing Care

In 2015, the SVMC service area population had a similar percentage of adults (23.5%) experience difficulty in accessing medical care to that of Los Angeles County (23.6%). Again, a similar percentage (11.2%) of children in the SVMC service area had difficulty accessing medical care to those of Los Angeles County (11.0%).

Difficulty Accessing Medical Care

Report Area	Adults (Age 18+)	Children (Age 0-17)
SPA 4 – Metro	28.6%	14.5%
SPA 6 – South	32.5%	15.0%
SPA 8 – South Bay	19.1%	7.0%
SVMC Service Area	23.5%	11.2%
Los Angeles County	23.6%	11.0%

Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: SPA

Disparities

Among all uninsured individuals in Los Angeles County in 2014, 9.5% were under the age of 18, 89.2% of the uninsured population were between the ages of 18 and 64, and 1.3% of the uninsured population was age 65 or older.

Uninsured, by Age

Age Group	Los Angeles County	California
Under 18	9.5%	11.0%
18–64	89.2%	87.8%
65 and above	1.3%	1.2%

Data source: American Community Survey
Data year: 2014
Source geography: County

Stakeholder Input

In focus groups and interviews, stakeholders discussed the particular barriers to care faced by the large undocumented community in the service area. Stakeholders explained that fear of deportation discourages individuals from seeking health care, an issue compounded by the fact that the county is reducing the number of programs that offer care to undocumented residents.

The linguistic and cultural diversity of the service area presents particular challenges with respect to access to and utilization of care. One stakeholder explained that there may be up to 50 different languages spoken in the service area. Therefore, residents may experience frustration or intimidation when clinics and hospitals lack staff with whom they can communicate. Furthermore, the resident population lacks access to health care that is culturally appropriate. Stakeholders expressed a need for more resources that form a bridge between American medical culture and the health care cultures of the residents in the area: simply translating the language is insufficient, and evidence-based practices that work with patients from the dominant American culture do not always translate to patients from other cultures.

With respect to health care benefits and insurance, many stakeholders explained that the process of enrolling in services can be very confusing and overwhelming; therefore eligible individuals and families delay and stall out in the registration process. Often, clients do not have easy access to the internet or encounter challenges in navigating the internet sites where they can most readily access enrollment information, either because the sites are complex or because they have been poorly translated into the user's language. Furthermore, because of the complexity of the process, sick individuals may wait to apply for health care benefits while hoping their health will improve. Due to this delay, residents may not have access to benefits when health care is most needed.

Employment represents another challenge for many individuals seeking health care. Stakeholders expressed that members of their service area population often do not receive paid time off to go to the doctors. Because clinic hours are open during typical business hours only (8am to 5pm), it is difficult to access health care.

Finally, a specific area of concern with respect to health care access was the availability and accessibility of prenatal, maternal and child care, specifically for Latinas and African American women in the service area.

Alcohol and Substance Abuse and Tobacco Use

Substance abuse (defined as use of alcohol, tobacco, prescription or illicit substances) has a major impact on individuals, families and communities. Substance abuse is considered both a driver of poor health outcomes and an outcome in and of itself. Key determinants—or drivers—of alcohol and substance abuse and tobacco use outcomes include biological, social, economic and environmental factors. Drivers of individual and population substance use and abuse outcomes include gender, race and ethnicity, age, income level, educational attainment and sexual orientation. Substance abuse is also strongly influenced by interpersonal, household, and community dynamics including access to alcohol and drugs. Among adolescents, family, social networks, and peer pressure are key influencers of

substance use.[24] Understanding the relationship between key substance abuse drivers in the SVMC service area and substance use and abuse patterns is important in improving substance abuse outcomes indicators.

Alcohol Use

In 2015, nearly half (53.0%) of adults (18+ years old) in the SVMC service area reported drinking alcohol at least once in the past month, while almost one in five (15.1%) adults reported engaging in binge drinking in the past month. Binge drinking is defined for females as consumption of four or more drinks and for males, consumption of five or more drinks on one occasion.

Adult Alcohol Use in the Past Month

Report Area	Drank Alcohol at Least Once	Binge Drinking
SPA 4 – Metro	47.2%	17.6%
SPA 6 – South	41.3%	13.8%
SPA 8 – South Bay	52.7%	16.4%
SVMC Service Area	53.0%	15.1%
Los Angeles County	51.9%	15.9%

Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: SPA

The density of alcohol outlets is associated with heavy drinking, drinking and driving, higher rates of motor vehicle-related pedestrian injuries, child abuse and neglect, and other violence.[25] In 2016, the average number of alcohol outlets per 1,000 persons in the SVMC service area was 1.8 per 1,000 persons, much higher than the Los Angeles County average (0.6 per 1,000 persons). The highest alcohol outlet rate was found in 90010-Wilshire (11.8 per 1,000).

[24] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/lhi/substanceabuse.aspx?tab=determinants. Accessed [August 1, 2016].

[25] Stewart, K. (n.d.). How Alcohol Outlets Affect Neighborhood Violence. Calverton, MD. Available at http://urbanaillinois.us/sites/default/files/attachments/how-alcohol-outlets-affect-nbhd-violence.pdf. Accessed [August 1, 2016].

Number of Alcohol Outlets per 1,000 Persons

City	ZIP Code	Number	Percent	Rate
Hancock Park	90004	111		1.8
Koreatown	90005	124		3.3
Pico Heights	90006	118		2.0
Wilshire	90010	45		11.8
Downtown Los Angeles	90015	71		3.7
Downtown Los Angeles	90017	58		2.4
Country Club Park/Mid City	90019			1.2
Hancock Park	90020	60		1.5
Echo Park/Silverlake	90026	120		1.8
Westlake	90057	43		1.0
ARCO Towers	90071	25		-
Los Angeles	90001			1.2
Los Angeles	90002			0.6
South Los Angeles	90003			0.8
South Los Angeles	90007	45		1.1
Baldwin Hills/Crenshaw	90008			0.6
South Los Angeles	90011			0.8
West Adams	90016			0.7
Jefferson Park	90018	24		0.5
South Los Angeles	90037			0.6
View Park-Windsor Hills	90043			0.8
South Los Angeles	90062			0.6
Athens	90044			0.5
Los Angeles/West Athens	90047			1.0
SVMC Service Area				1.8
Los Angeles County				0.6

Data source: California Department of Alcoholic Beverage Control (ABC)
Data year: 2016
Source geography: ZIP Code

Prescription and Illicit Substance Use

The rates of use in the past year of marijuana among adults (13.2%) and marijuana and other illicit drugs among teens (25.9%), were higher in the SVMC service area than in Los Angeles County (11.6% and 14.7%, respectively) in 2014 and 2015. Alternatively, adults who reported misusing any form of prescription drugs in the past year in the SVMC service area (6.8%) was higher than that of Los Angeles County (5.5%).

Substance Abuse

Report Area	Adults Who Reported Misusing Any Form of Prescription Drugs in the Past Year	Adults Who Reported Using Any Form of Marijuana in the Past Year	Teens Who Have Ever Tried Marijuana, Cocaine, Sniffing Glue, Other Drugs*
SPA 4 – Metro	7.0%	15.1%	18.2%
SPA 6 – South	6.8%	11.9%	31.9%
SPA 8 – South Bay	6.3%	13.0%	23.4%
SVMC Service Area	6.8%	13.2%	25.9%
Los Angeles County	5.5%	11.6%	14.7%

Data source: Los Angeles County Health Survey
Data years: *2014 and 2015
Source geography: SPA

Alcohol and Drug Treatment

In 2011, a slightly higher, but similar percentage of individuals in the SVMC service area needed or wanted treatment for alcohol or drug issues in the past five years (2.7%) and needed help for mental, emotional or alcohol/drug issues (18.3%) as in Los Angeles County (2.5% and 18.0%, respectively).

Needed Help or Treatment for Mental, Emotional, Alcohol or Drug Issues

Report Area	Needed or Wanted Treatment for Alcohol or Drug Issues in the Past Five Years	Needed Help for Mental, Emotional, or Alcohol/Drug Issues
	Percentage	Percentage
SPA 4 – Metro	3.3%	21.9%
SPA 6 – South	2.3%	15.0%
SPA 8 – South Bay	2.5%	21.5%
SVMC Service Area	2.7%	18.3%
Los Angeles County	2.5%	18.0%

Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA

Tobacco Use

The proportion of residents in the SVMC service area currently smoking in 2015 (13.6%) was similar to the rate in Los Angeles County (13.3%) in 2015.

Currently Smoking

Report Area	Percentage
SPA 4 – Metro	14.1%
SPA 6 – South	13.0%
SPA 8 – South Bay	14.8%
SVMC Service Area	13.6%
Los Angeles County	13.3%

Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: SPA

Associated Drivers of Health

Substance abuse (defined as misuse of alcohol, tobacco, prescription or illicit substances) has a major impact on individuals, families, and communities. The effects of substance abuse contribute significantly to costly social, physical, mental and public health problems, including teenage pregnancy, HIV/AIDS, STDs, domestic violence, child abuse, motor vehicle accidents (unintentional injuries), physical fights, crime, homicide and suicide. Heavy alcohol consumption is an important determinant of future health outcomes, including cirrhosis, cancers, and untreated mental and behavioral health needs. In addition to considerable health implications, substance abuse has been a major focal point in discussions about social values: people argue over whether substance abuse is a disease with genetic and biological foundations or a matter of personal choice.[26]

Tobacco use is known to cause cancer, heart disease, lung disease (such as emphysema, bronchitis and chronic airway obstruction), premature birth, low birth weight, stillbirth and infant death.[27] Additionally, secondhand smoke has been known to cause heart disease and lung cancer in adults and severe asthma attacks, respiratory infections, ear infections, and sudden infant death syndrome (SIDS) in infants and children.[28] Smokeless tobacco use such as chewing tobacco can also cause a variety of oral health problems, like cancer of the mouth and gums, tooth loss, and periodontitis. In addition, cigar smoking may cause cancer of the larynx, mouth, esophagus and lung.[29]

Disparities

In 2015, most tobacco users in Los Angeles County were between the ages of 25 and 29 (18.9%). Another 14.9% were between the ages of 30 and 39 and another 13.8% were between the ages of 50

[26] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at https://www.healthypeople.gov/2020/topics-objectives/topic/substance-abuse. Accessed [August 2, 2016].

[27] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=41. Accessed [August 1, 2016].

[28] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=41. Accessed [August 1, 2016].

[29] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=41. Accessed [August 1, 2016].

and 59. The lowest percentage of the population in Los Angeles County who regularly used tobacco was 65 years old or older (7.4%).

Tobacco Use by Age

Age Group	Percentage
18–24 years old	12.2%
25–29 years old	18.9%
30–39 years old	14.9%
40–49 years old	14.0%
50–59 years old	13.8%
60–64 years old	13.1%
65 years old and older	7.4%

Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: County

In Los Angeles County, tobacco use is most prevalent among American Indian/Alaskan Natives (19.7%) and African Americans (17.4%). Tobacco use is least prevalent among Latinos (12.3%).

Tobacco Use by Ethnicity

Age Group	Percentage
Latino	12.3%
White	13.4%
African-American	17.4%
Asian/Pacific Islander	13.1%
American Indian/Alaskan Native	19.7%

Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: County

Stakeholder Input

Stakeholders identified the homeless as a population with a great need for alcohol and substance use services, particularly because homeless individuals cannot enter transitional housing if they are dealing with substance use issues.

Access to alcohol and substance use programs is a challenge in the service area: the community in general does not know where to go to seek treatment; beds are limited in inpatient facilities; the high cost of treatment makes it out of reach for most residents; specific populations, including transgender individuals, lack welcoming and responsive substance abuse and alcohol treatment facilities; and, the long wait list for low-cost treatment discourages potential patients.

Finally, stakeholders indicated that cultural shifts, including the increasing acceptance of vaping and marijuana smoking, are impacting access to, and use of, drugs and alcohol by teenagers.

Cancer

Cancer is the second leading cause of death in the United States, claiming the lives of more than half a million Americans every year[30]. In 2009, cancer incidence rates per 100,000 persons indicate that the three most common cancers among men in the United States are prostate cancer (137.7), lung cancer (64.3), and colorectal cancer (42.5). Among women, the leading causes of cancer deaths are breast cancer (123.1), lung cancer (54.1), and colorectal cancer (37.1).[31] Research has shown that early detection through regular cancer screenings can help reduce the number of new cancer cases and, ultimately, deaths.[32] Research has also shown that cancer is associated with certain diseases and behaviors including obesity, tobacco, alcohol, certain chemicals, some viruses and bacteria, a family history of cancer, poor diet, and lack of physical activity.[33]

Prevalence

In 2013 in Los Angeles County, the top invasive cancer incidence rates per 100,000 persons were female breast cancer (113.8), prostate cancer (92.6) and lung cancer (35.9).

Top 10 Cancer Sites Rates per 100,000 pop.

	All Races	Rate
1	Female Breast	113.8
2	Prostate	92.6
3	Lung and Bronchus	35.9
4	Colon and Rectum	35.7
5	Corpus and Uterus, NOS	25.6
6	Non-Hodgkin Lymphoma	18.4
7	Urinary Bladder	15.2
8	Thyroid	13.7
9	Melanomas of the Skin	13.1
10	Kidney and Renal Pelvis	12.7

Source: Centers for Disease Control, United States Cancer Statistics (USCS)
Data Year: 2013
Source Geography: County
*NOS: non-invasive

[30] Centers for Disease Control and Prevention. (2015). *Using Science to Reduce the Burden of Cancer.* Atlanta, GA. Available at http://www.cdc.gov/Features/CancerResearch/. Accessed [August 1, 2016].

[31] Centers for Disease Control and Prevention. (2013). *Invasive Cancer Incidence.* Atlanta, GA. Available at http://www.cdc.gov/mmwr/preview/mmwrhtml/mm6207a1.htm. Accessed [August 1, 2016].

[32] Centers for Disease Control and Prevention. (2015). *Cancer Prevention*. Atlanta, GA. Available at http://www.cdc.gov/cancer/dcpc/prevention/index.htm. Accessed [August 1, 2016].

[33] National Cancer Institute. (2015). *Cancer Prevention Overview*. Available at http://www.cancer.gov/cancertopics/pdq/prevention/overview/patient/page3. Bethesda, MD. Accessed [August 1, 2016].

Clinical Interventions

Of all cancer-related surgeries performed in 2014, the top performed at SVMC are colon (31.2%), stomach (20.8%) and breast (13.6%). Breast cancer and colon cancer are the top two surgeries performed in Los Angeles County and the state.

Volume of Cancer Surgeries Performed at Saint Vincent Medical Center

Type of Cancer	Saint Vincent Medical Center		Los Angeles County		California	
	Number	Percent	Number	Percent	Number	Percent
Bladder	0	0.0%	362	2.5%	897	1.8%
Brain	12	9.6%	777	5.4%	2,858	5.6%
Breast	17	13.6%	6,176	43.2%	25,290	49.7%
Colon	39	31.2%	1,977	13.8%	7,335	14.4%
Esophagus	0	0.0%	118	0.8%	354	0.7%
Liver	2	1.6%	503	3.5%	1,298	2.6%
Lung	8	6.4%	913	6.4%	3,269	6.4%
Pancreas	8	6.4%	286	2.0%	877	1.7%
Prostate	2	1.6%	2,117	14.8%	5,434	10.7%
Rectum	11	8.8%	638	4.5%	2,239	4.4%
Stomach	26	20.8%	443	3.1%	1,030	2.0%
Total	125	100.0%	14,310	100.0%	50,881	100.0%

Data source: Office of Statewide Health Planning and Development (OSHPD)
Data year: 2014
Source geography: Hospital

Screenings

In 2015, cervical cancer screenings were slightly higher for the population living in the SVMC service area (85.2%) than in Los Angeles County (84.4%).

With respect to breast cancer screenings, the population living within the SVMC service area (77.8%) that received mammograms in the last two years was slightly higher than in Los Angeles County (77.3%). Both the cervical cancer screening and breast cancer screening rates in the SVMC service area and Los Angeles County were lower than the Healthy People 2020 goal (>=93.0% and >=81.1%, respectively).

Cancer Screenings

Service Planning Area	Cervical cancer screening (Pap smear) in last 3 years	Breast cancer screening (mammogram) in the last 2 years
SPA 4 – Metro	78.4%	78.5%
SPA 6 – South	84.2%	77.6%
SPA 8 – South Bay	83.1%	74.4%
SVMC Service Planning Area	85.2%	77.8%
Los Angeles County	84.4%	77.3%
Healthy People 2020	>=93.0%	>=81.1%

Source: Los Angeles County Health Survey
Data Year: 2015
Source Geography: SPA

Mortality

In 2012, a total of 1397 people died from cancer in the SVMC service area, which represented nearly a quarter (23.1%) of all deaths in the service area. This percentage is lower than that reported for California (23.7%). The highest percentages of death due to cancer were reported for 90020-Hancock Park (33.1%), 90010-Wilshire (26.7%) and 90006-Pico Heights (26.6%).

Total Cancer-Related Deaths in 2012

City	ZIP Code	Number of Deaths Cancer-Related	Total Number of Deaths	Percent of Cancer-Related Deaths
Hancock Park	90004	59	226	26.1%
Koreatown	90005	32	151	21.2%
Pico Heights	90006	69	259	26.6%
Wilshire	90010	4	15	26.7%
Downtown Los Angeles	90015	16	69	23.2%
Downtown Los Angeles	90017	15	91	16.5%
Country Club Park/Mid City	90019	103	401	25.7%
Hancock Park	90020	44	133	33.1%
Echo Park/Silverlake	90026	70	332	21.1%
Westlake	90057	47	233	20.2%
ARCO Towers	90071	-	-	-
Los Angeles	90001	56	265	21.1%
Los Angeles	90002	55	285	19.3%
South Los Angeles	90003	63	313	20.1%
South Los Angeles	90007	26	110	23.6%
Baldwin Hills/Crenshaw	90008	81	315	25.7%
South Los Angeles	90011	67	344	19.5%
West Adams	90016	63	317	19.9%
Jefferson Park	90018	84	379	22.2%
South Los Angeles	90037	58	284	20.4%
View Park-Windsor Hills	90043	95	396	24.0%
South Los Angeles	90062	55	217	25.3%
Athens	90044	126	491	25.7%
Los Angeles/West Athens	90047	109	426	25.6%
SVMC Service Area		1397	6052	23.1%
California		57,514	242,461	23.7%

Source: California Department of Public Health
Data Year: 2012
Source Geography: ZIP

Disparities

African American/Black persons in Los Angeles County demonstrated higher incidence rates of cancer than Los Angeles County and other populations by race. The rate of female breast cancer among Black women was 122.6, while that of White women was 116.2, Asian/Pacific Islander women was 98.8 and Hispanic women was 84.6.

Further, the prostate cancer incidence rate for African American/Black men was greater than 1.5 times (147.9) the rate reported for Los Angeles County men (92.6); while the rate of lung and bronchus cancer was also higher for African American/Black populations (51.3) relative to County residents (35.9).

	White	Black	Asian/Pacific Islander	Hispanic
1	Female Breast 116.2	Prostate 147.9	Female Breast 98.8	Female Breast 84.6
2	Prostate 83.6	Female Breast 122.6	Prostate 41.8	Prostate 82.2
3	Lung and Bronchus 35.2	Lung and Bronchus 51.3	Colon and Rectum 33.6	Colon and Rectum 30.3
4	Colon and Rectum 34.6	Colon and Rectum 44.1	Lung and Bronchus 30.8	Corpus and Uterus, NOS 24.0
5	Corpus and Uterus, NOS 26.7	Corpus and Uterus, NOS 26.0	Corpus and Uterus, NOS 20.4	Lung and Bronchus 22.3
6	Non-Hodgkin Lymphoma 19.6	Kidney and Renal Pelvis 15.3	Thyroid 15.5	Non-Hodgkin Lymphoma 16.5
7	Urinary Bladder 16.9	Pancreas 14.0	Non-Hodgkin Lymphoma 13.8	Kidney and Renal Pelvis 13.8
8	Melanomas of the Skin 16.4	Non-Hodgkin Lymphoma 13.4	Stomach 12.9	Liver and Intrahepatic Bile Duct 12.5
9	Thyroid 14.1	Urinary Bladder 12.9	Ovary 11.3	Thyroid 11.8
10	Kidney and Renal Pelvis 13.6	Myeloma 11.6	Liver and Intrahepatic Bile Duct 11.0	Stomach 11.0

Source: Los Angeles County Department of Public Health
Data Year: 2012
Source Geography: SPA

Associated Drivers of Health

A primary method of preventing cancer is screening for cervical, colorectal, and breast cancers[34]. The most common risk factors for cancer include growing older, obesity, tobacco, alcohol, sunlight exposure, certain chemicals, some viruses and bacteria, family history of cancer, poor diet, and lack of physical activity[35].

[34] Centers for Disease Control and Prevention. Cancer Prevention. Atlanta, GA. Available at http://www.cdc.gov/cancer/dcpc/prevention/index.htm. Accessed [August 7, 2016].

[35] National Cancer Institute. Risk Factors for Cancer. Bethesda, MD. Available at http://www.cancer.gov/about-cancer/causes-prevention/risk. Accessed [August 7, 2016].

Stakeholder Input

Stakeholders observed that there may be a lack of knowledge in the community about the causes of cancer and ways that individuals can reduce their likelihood of developing cancers through various activities. Stakeholders pointed out that a number of contextual factors in the community contribute to cancer incidence including lack of access to healthy food and poor air quality.

Stakeholders observed that they see less successful linkage to care and continuity in care—specifically for cancer--among low-income populations, populations that do not speak English and populations with cultural backgrounds that differ from the norm in the health care environment. Additionally, the LGBT community experiences unique challenges in accessing cancer screenings and care. Stakeholders recognize a need for greater cultural competency among care providers.

While gains made in coverage (through the Affordable Care Act and Medicaid) may have positively impacted individuals' ability to access screenings for prostate, breast and cervical cancer, providers have not seen an increase in clients' utilization of these screenings. Stakeholders explained this may be due to cutbacks in services or long waitlists for screenings that discourage patients from following up. Alternatively, it may be because patients don't know if or that their insurance covers screenings and cancer treatment. Additionally, stakeholders have observed a lack of community education on cancer screenings—and some stigma around screening providers like Planned Parenthood—that may be discouraging people from accessing preventive care.

Cardiovascular Disease, Including High Cholesterol

Cardiovascular disease—also called heart disease and coronary heart disease—includes several health conditions related to plaque buildup in the walls of the arteries, or atherosclerosis. As plaque builds up, the arteries narrow, restricting blood flow and creating the risk of heart attack. Currently, more than one in three adults (81.1 million) in the United States lives with one or more types of cardiovascular disease. In addition to being one of the leading causes of death in the United States, heart disease results in serious illness and disability, decreased quality of life, and hundreds of billions of dollars in economic loss every year.[36]

Cardiovascular disease encompasses and/or is closely linked to a number of health conditions that include arrhythmia, atrial fibrillation, cardiac arrest, cardiac rehab, cardiomyopathy, cardiovascular conditions in childhood, high cholesterol, congenital heart defects, diabetes, heart attack, heart failure, high blood pressure, HIV, heavy alcohol consumption, metabolic syndrome, obesity, pericarditis, peripheral artery disease (PAD) and stroke.[37]

Recent studies have suggested protective effects of breastfeeding against major risk factors of cardiovascular disease in adulthood including elevated cholesterol level, LDL (low-density lipoprotein) level, HDL (high-density lipoprotein) level and hypertension. Research suggests that the duration of

[36] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=21. Accessed [August 1, 2016].

[37] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=21. Accessed [August 1, 2016].

breastfeeding is important in its protective role against cardiovascular disease risk.[38] For this reason, increasing breastfeeding rates and duration in the service area may be an effective strategy to reduce cardiovascular disease prevalence.

Prevalence and Management

In 2014, the percentage of the population in the SVMC service area diagnosed with heart disease (6.0%) was larger than in Los Angeles County (5.7%), with an even larger percentage in SPA 6 (8.6%).

Of those in the SVMC service area with heart disease, three out of five individuals (60.0%) receive assistance from a care provider in managing their disease. An even larger percentage of the population in service planning area 4 (61.5%) received assistance from a care provider. Los Angeles County had a slightly smaller percentage (55.5%) of its population receive heart disease management when compared to the SVMC service area.

Heart Disease Indicators

Report Area	Heart Disease Prevalence Percentage	Heart Disease Management Percentage
SPA 4 – Metro	2.4%	61.5%
SPA 6 – South	8.6%	59.2%
SPA 8 – South Bay	5.7%	59.2%
SVMC Service Area	6.0%	60.0%
Los Angeles County	5.7%	55.5%

Data source: California Health Interview Survey (CHIS)
Data year: 2014
Source geography: SPA

Heart Failure Hospitalizations

In 2012, the hospitalization rate resulting from heart failure was higher (403.6) per 100,000 persons in the SVMC service area when compared to California (366.6). The highest heart failure hospitalization rates were reported in 90008-Baldwin Hills/Crenshaw (728.9) and 90047- Los Angeles/West Athens (673.4).

[38] Roya Kelishadi, Sanam Farajian. The protective effects of breastfeeding on chronic non-communicable diseases in adulthood: A review of evidence. Adv Biomed Res. 2014; 3: 3.

Hospitalizations Resulting from Heart Failure per 100,000 Persons

City	ZIP Code	Rate
Hancock Park	90004	257.4
Koreatown	90005	222.8
Pico Heights	90006	247.7
Wilshire	90010	315.3
Downtown Los Angeles	90015	330.2
Downtown Los Angeles	90017	300.3
Country Club Park/Mid City	90019	358.6
Hancock Park	90020	177.7
Echo Park/Silverlake	90026	277.5
Westlake	90057	369.6
ARCO Towers	90071	-
Los Angeles	90001	349.8
Los Angeles	90002	411.5
South Los Angeles	90003	472.8
South Los Angeles	90007	291.0
Baldwin Hills/Crenshaw	90008	728.9
South Los Angeles	90011	262.9
West Adams	90016	487.7
Jefferson Park	90018	515.8
South Los Angeles	90037	468.7
View Park-Windsor Hills	90043	572.3
South Los Angeles	90062	620.1
Athens	90044	570.6
Los Angeles/West Athens	90047	673.4
SVMC Service Area		403.6
Los Angeles County		366.6
California		339.0

Data source: Office of Statewide Health Planning and Development (OSHPD)
Data year: 2012
Source geography: ZIP Code

Mortality

In 2012, a slightly lower heart disease mortality rate per 10,000 persons was reported in the SVMC service area (14.3) than in California (15.5). Heart disease mortality rates were high in ZIP Codes 90008-Baldwin Hills/Crenshaw (26.6), 90047-Los Angeles/West Athens (24.4) and 90043-View Park (23.2).

Heart Disease Mortality Rate per 10,000 Persons

City	ZIP Code	Rate
Hancock Park	90004	10.7
Koreatown	90005	8.8
Pico Heights	90006	11.2
Wilshire	90010	12.6
Downtown Los Angeles	90015	8.9
Downtown Los Angeles	90017	9.2
Country Club Park/Mid City	90019	17.0
Hancock Park	90020	7.1
Echo Park/Silverlake	90026	12.3
Westlake	90057	13.3
ARCO Towers	90071	-
Los Angeles	90001	10.6
Los Angeles	90002	15.6
South Los Angeles	90003	13.9
South Los Angeles	90007	7.5
Baldwin Hills/Crenshaw	90008	26.6
South Los Angeles	90011	6.8
West Adams	90016	19.6
Jefferson Park	90018	22.4
South Los Angeles	90037	13.6
View Park-Windsor Hills	90043	23.2
South Los Angeles	90062	19.6
Athens	90044	13.9
Los Angeles/West Athens	90047	24.4
SVMC Service Area		14.3
California		15.5

Data source: California Department of Public Health (CDPH)
Data year: 2012
Source geography: ZIP Code

Cholesterol Prevalence and Management

In 2015, almost a quarter (24.0%) of the population in the SVMC service area had been diagnosed with high cholesterol, similar to the cholesterol prevalence in Los Angeles County (25.2%). SPA 4-Metro had the highest incidence (25.7%).

Of those in the SVMC service area with high cholesterol, a slightly higher percentage (71.3%) received disease management services for that condition than in Los Angeles County (68.7%).

Cholesterol Indicators

Report Area	Cholesterol Prevalence[1] Percentage	Cholesterol Management[2] Percentage
SPA 4–Metro	25.7%	65.1%
SPA 6 – South	22.2%	78.3%
SPA 8 – South Bay	26.5%	59.9%
SVMC Service Area	24.0%	71.3%
Los Angeles County	25.2%	68.7%

Data source: Los Angeles County Health Survey
Data year: 2015[1],2009[2]
Source geography: SPA

Disparities

The burden of cardiovascular disease is disproportionately distributed across the population. Significant disparities are evident based on gender, age, race/ethnicity, geographic area, and socioeconomic status with regard to prevalence of risk factors, access to treatment, appropriate and timely treatment, treatment outcomes, and mortality.[39]

In 2015, nearly half (47.5%) of the population in Los Angeles County who were 65 or older had high cholesterol, as did those between the ages of 60 and 64 (41.2%). Over a third (34.5%) of those between the ages of 50 and 59 had high cholesterol, and approximately a quarter (24.8%) of those between the ages of 40 and 49.

Cholesterol Prevalence by Age

Age Group	Percentage
18–24 years old	5.6%
25–29 years old	11.8%
30–39 years old	15.0%
40–49 years old	24.8%
50–59 years old	34.5%
60–64 years old	41.2%
65 years old and older	47.5%

Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: County

Associated Drivers of Health

The leading risk factors for heart disease are high blood pressure, high cholesterol, smoking, diabetes, poor diet, physical inactivity and overweight and obesity. Cardiovascular disease is closely linked with

[39] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=21. Accessed [August 1, 2016].

and can often lead to stroke.[40] Smoking, obesity, excessive consumption of salt and fat, excessive drinking, and physical inactivity are risk factors for hypertension. People who have previously had a stroke, have high cholesterol, or have heart or kidney disease are also at higher risk of developing hypertension.

Stakeholder Input

Stakeholders called for efforts to expand education around the underlying causes of cardiovascular disease (diet, lack of physical exercise), to conduct outreach with subpopulations at higher risk (Latina women, young Black males) and to better educate the community about the disease process.

Community members discussed the influence of culture and tradition on the observed poor dietary practices that may introduce risk for cardiovascular disease in the service area. Stakeholders recommended the implementation of health education and healthy eating outreach campaigns via Spanish and Korean television and radio stations.

Additionally, community members observed that the built environment in the Metro collaborative communities serves as a constraint on dietary choices. For example, there are very few outlets selling affordable healthy ingredients compared to the number of fast food outlets and liquor stores selling high salt, high fat processed food ingredients. Additionally, lifestyle factors including long, stressful workdays make it difficult to allocate time for cooking dinner or engaging in exercise. Moreover, residents feel discouraged from exercising in their community due to fear of violence in the community, lack of safe green space in the community, lack of affordable/free indoor recreational facilities and a high incidence of pedestrian injury due to motor vehicles.

Cultural and Linguistic Barriers

According to the National Standards for Culturally and Linguistically Appropriate Services (CLAS), culture is defined in terms of racial, ethnic and linguistic groups, as well as geographical, religious and spiritual, biological and sociological characteristics[41]. With the Institute of Medicine's publication of Unequal Treatment in 2003, culturally and linguistically appropriate services gained recognition as an important way to help address the persistent disparities faced by our nation's diverse communities. There have also been rapid changes in demographic trends in the U.S. in the last decade. Additionally, national accreditation standards for professional licensure in the fields of medicine and nursing, and health care policies, such as the Affordable Care Act, have also helped to underscore the importance of cultural and linguistic competency as part of high quality health care and services[42].

The enhanced National CLAS Standards address these new developments and trends, and offer an even stronger framework to provide culturally and linguistically appropriate services. The enhanced National

[40] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=21. Accessed [August 1, 2016].

[41] U.S. Department of Health and Human Services. Office of Minority Health. Available at https://www.thinkculturalhealth.hhs.gov/pdfs/NationalCLASStandardsFactSheet.pdf. Accessed [August 29, 2016]

[42] U.S. Department of Health and Human Services. Office of Minority Health. Available at https://www.thinkculturalhealth.hhs.gov/pdfs/NationalCLASStandardsFactSheet.pdf. Accessed [August 29, 2016]

CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities.

Language

In 2015, the percent of residents in the SVMC service area who spoke only English (32.5%) was considerably lower than in Los Angeles County (42.9%). In contrast, the percent of residents in the SVMC service area who spoke only Spanish at home (51.9%) was higher than in Los Angeles County (39.6%). The percentage of the SVMC service area population whose primary language was of Asian origin (13.0%) was similar to Los Angeles County (10.9%). The percentage of the SVMC population speaking a language of Indo-European origin (1.8%) was much lower than in Los Angeles County (5.6%). ZIP codes with high percentages of the population speaking Spanish at home are 90001-Los Angeles (86.8%) and 90011-South Los Angeles (87.5%). ZIP codes with high percentages of the population speaking an Asian/Pacific Islander language at home are 90020-Hancock Park (40.5%) and 90071 (38.5%).

Language Spoken at Home

City	ZIP Code	English Only	Asian/Pacific Islander	Indo-European	Spanish	Other
Hancock Park	90004	25.3%	22.2%	3.2%	49.0%	0.4%
Koreatown	90005	17.1%	31.6%	2.3%	48.5%	0.4%
Pico Heights	90006	10.2%	17.6%	0.7%	71.0%	0.5%
Wilshire	90010	21.5%	70.1%	1.2%	7.2%	0.0%
Downtown Los Angeles	90015	20.1%	11.8%	2.7%	64.2%	1.2%
Downtown Los Angeles	90017	17.9%	11.7%	1.6%	68.2%	0.7%
Country Club Park/Mid City	90019	40.4%	13.1%	2.2%	43.0%	1.3%
Hancock Park	90020	19.9%	40.5%	5.7%	32.7%	1.2%
Echo Park/Silverlake	90026	31.7%	14.0%	2.2%	51.4%	0.6%
Westlake	90057	13.0%	19.2%	0.9%	66.0%	0.9%
ARCO Towers	90071	46.2%	38.5%	7.7%	7.7%	0.0%
Los Angeles	90001	12.9%	0.1%	0.1%	86.8%	0.1%
Los Angeles	90002	28.3%	0.2%	0.2%	71.2%	0.1%
South Los Angeles	90003	28.4%	0.2%	0.3%	70.9%	0.3%
South Los Angeles	90007	34.9%	12.6%	4.7%	46.5%	1.3%
Baldwin Hills/Crenshaw	90008	73.0%	1.5%	1.7%	21.9%	1.9%
South Los Angeles	90011	11.5%	0.7%	0.2%	87.5%	0.0%
West Adams	90016	45.7%	1.6%	1.0%	49.4%	2.2%
Jefferson Park	90018	39.3%	2.8%	1.1%	55.0%	1.9%
South Los Angeles	90037	24.2%	0.7%	0.6%	74.3%	0.2%
View Park-Windsor Hills	90043	69.7%	0.4%	1.1%	27.3%	1.5%
South Los Angeles	90062	38.4%	0.9%	0.6%	60.0%	0.2%
Athens	90044	40.8%	0.8%	0.4%	57.7%	0.2%
Los Angeles/West Athens	90047	68.7%	0.4%	0.6%	29.5%	0.9%
SVMC Service Area		32.5%	13.0%	1.8%	51.9%	0.8%
Los Angeles County		42.9%	10.9%	5.6%	39.6%	1.1%

Data source: Nielsen Claritas
Data year: 2015
Source geography. ZIP Code

In 2014, 3.6% of residents in the SVMC service area experienced a difficulty understanding their doctor during doctor visits. This was slightly higher than Los Angeles County (3.2%).

Difficulty Understanding Doctor

Report Area	Percentage
SPA 4–Metro	3.7%
SPA 6–South	4.1%
SVMC Service Area	3.6%
Los Angeles County	3.2%

Data Source: California Health Interview Survey
Data Year: 2014
Source Geography: SPA

Stakeholder Input

Stakeholders discussed a need for greater understanding among the health care community of the ways in which gender dynamics and social roles in non-majority cultures impact relationships between health care providers and patients, as well as the implementation of health care recommendations beyond the doctor visit. For example, among many new immigrant families, gender role norms dictate that the male is dominant in the family; this can complicate health behavior recommendations for women if the provider is not cognizant of the impact gender role norms might have on a woman's ability to treat a personal health issue or an issue affecting her child.

Diabetes

Diabetes affects an estimated 23.6 million people and is the seventh leading cause of death in the United States. Diabetes lowers life expectancy by up to 15 years, increases the risk of heart disease by two to four times, and is the leading cause of kidney failure, lower-limb amputations, and adult-onset blindness.[43] A diabetes diagnosis can also indicate an unhealthy lifestyle—a risk factor for further health issues—and is also linked to obesity.

Given the steady rise in the number of people with diabetes and the earlier onset of type 2 diabetes, there is growing concern about substantial increases in diabetes-related complications and their potential to impact and overwhelm the health care system. Evidence is emerging that diabetes is associated with other co-morbidities, including cognitive impairment, incontinence, fracture risk and cancer risk and prognosis.[44]

There is a clear need to take advantage of recent discoveries about the individual and societal benefits of improved diabetes management and prevention by bringing life-saving findings into wider practice, and complementing those strategies with efforts in primary prevention among those at risk for developing diabetes.[45]

[43] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at https://www.healthypeople.gov/2020/topics-objectives/topic/diabetes. Accessed [August 2, 2016].

[44] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at https://www.healthypeople.gov/2020/topics-objectives/topic/diabetes. Accessed [August 1, 2016].

[45] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at https://www.healthypeople.gov/2020/topics-objectives/topic/diabetes. Accessed [August 1, 2016].

Breastfeeding may be a principal diabetes prevention strategy. Recent research has demonstrated that breastfeeding during infancy may protect against the development of type 2 diabetes later in life through two pathways. First, the fatty acids found in breast milk contribute to the maintenance of healthy fasting blood glucose levels in infants. Artificial formulas lacking these fatty acids may contribute to insulin resistance and ultimately Type 2 diabetes. Second, research suggests that the protective effects of breastfeeding against obesity in adulthood might also influence the development of type 2 diabetes.[46]

Prevalence and Disease Management

In 2015, 11.8% of the population 18 years old and older in the SVMC service area had been diagnosed with diabetes, a larger percentage than in Los Angeles County (9.8%). In SPA 4, a similar percentage was diagnosed with diabetes (11.6%).

In 2015, about two-thirds (69.2%) of the diabetic population had met with their medical provider to develop a diabetes care plan, less than the percentage (77.8%) in Los Angeles County.

Diabetes Indicators

Report Area	Diabetes Prevalence Percentage	Diabetes Management Percentage
SPA 4 – Metro	11.6%	66.7%
SPA 6 – South	12.3%	86.6%
SPA 8 – South Bay	10.4%	63.3%
SVMC Service Area	11.8%	69.2%
Los Angeles County	9.8%	77.8%

Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: SPA

Hospitalizations

In 2012, the diabetes hospitalization rate per 100,000 persons under 18 years of age in the SVMC service area (24.1) was lower than that of California (31.2).

The diabetes hospitalization rate per 100,000 adults in the SVMC service area (241.1) was higher than California (142.6), and rates among adults were much higher in ZIP Codes 90047-Los Angeles (388), 90018-Jefferson Park (363.2), 90002-Los Angeles (357.7) and 90008-Baldwin Hills (353.5).

In 2012, the hospitalization rate per 100,000 persons resulting from uncontrolled diabetes in the SVMC service area (21.0) was over double the rate in California (8.6), and particularly high in ZIP Codes 90018-Jefferson Park (44.4) and 90047-Los Angeles (30.8).

[46] Roya Kelishadi, Sanam Farajian. The protective effects of breastfeeding on chronic non-communicable diseases in adulthood: A review of evidence. Adv Biomed Res. 2014; 3: 3.

Diabetes Hospitalizations per 100,000 Persons

City	ZIP Code	Diabetes Hospitalizations (Youth)	Diabetes Hospitalizations (Adults)	Hospitalizations Resulting from Uncontrolled Diabetes
Hancock Park	90004	13.6	127.9	14.4
Koreatown	90005	7.4	119.9	19.6
Pico Heights	90006	4.2	184.9	11.9
Wilshire	90010	-	252.2	-
Downtown Los Angeles	90015	7.3	162.5	5.2
Downtown Los Angeles	90017	-	200.2	28
Country Club Park/Mid City	90019	11.2	193.3	10.9
Hancock Park	90020	11.7	93.9	2.5
Echo Park/Silverlake	90026	15.1	124.6	9.9
Westlake	90057	21	203.6	24.3
ARCO Towers	90071	-	-	-
Los Angeles	90001	33.6	259.3	22.6
Los Angeles	90002	55.1	357.7	26.9
South Los Angeles	90003	50.7	235.6	22.7
South Los Angeles	90007	24.8	179.5	12.1
Baldwin Hills/Crenshaw	90008	36.7	353.5	25
South Los Angeles	90011	15.5	220.9	18.6
West Adams	90016	26.5	314.7	27.1
Jefferson Park	90018	9.9	363.2	44.4
South Los Angeles	90037	22.9	302.3	22.4
View Park-Windsor Hills	90043	39.7	298.4	26.7
South Los Angeles	90062	30.3	281.6	22.1
Athens	90044	29.6	328.7	33
Los Angeles/West Athens	90047	39.2	388	30.8
SVMC Service Area		24.1	241.1	21.0
California		31.2	142.6	8.6

Data source: Office of Statewide Health Planning and Development (OSHPD)
Data year: 2012
Source geography: ZIP Code

Mortality

In 2012, the diabetes mortality rate per 10,000 persons in the SVMC service area was higher (2.7) than in Los Angeles County (2.1). In particular, ZIP codes 90008-Baldwin Hills (4.07) and 90062-South Los Angeles (3.8) had very high rates of mortality caused by diabetes.

Diabetes Mortality per 10,000 Persons

City	ZIP Code	Rate
Hancock Park	90004	1.0
Koreatown	90005	0.7
Pico Heights	90006	0.0
Wilshire	90010	6.3
Downtown Los Angeles	90015	2.1
Downtown Los Angeles	90017	3.2
Country Club Park/Mid City	90019	3.3
Hancock Park	90020	1.5
Echo Park/Silverlake	90026	2.8
Westlake	90057	2.0
ARCO Towers	90071	-
Los Angeles	90001	3.0
Los Angeles	90002	2.5
South Los Angeles	90003	1.8
South Los Angeles	90007	1.0
Baldwin Hills/Crenshaw	90008	4.1
South Los Angeles	90011	1.5
West Adams	90016	2.7
Jefferson Park	90018	3.7
South Los Angeles	90037	2.1
View Park-Windsor Hills	90043	3.8
South Los Angeles	90062	3.8
Athens	90044	2.8
Los Angeles/West Athens	90047	3.5
SVMC Service Area		2.7
California		2.1

Data source: California Department of Public Health (CDPH)
Data year: 2012
Source geography: ZIP Code

Disparities

In 2015, nearly a quarter (21.2%) of the population age 65 older in Los Angeles County was identified as diabetic. Another 21.7% of the population between the ages of 60 and 64 were diabetic, as was another 15.6% of the population age 50 to 59. A smaller percentage of the population age 40 to 49 (8.3%) was diabetic, along with even smaller percentages of those age 30 to 39 (3.0%), 25 to 29 (2.0%), and 18 to 24 (1.2%).

Diabetes Prevalence by Age

Age Group	Percentage
18–24 years old	1.2%
25–29 years old	2.0%
30–39 years old	3.0%
40–49 years old	8.3%
50–59 years old	15.6%
60–64 years old	21.7%
65 years old and older	21.2%

Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: County

In addition, larger percentages of the population in Los Angeles County who were diabetic were American Indian/Alaskan Natives (15.2%) or African-American (13.7%), followed by 10.7% of Latinos, 8.2% of Asian/Pacific Islanders, and 8.2% of Whites.

Diabetes Prevalence by Ethnicity

Age Group	Percentage
Latino	10.7%
White	8.2%
African-American	13.7%
Asian/Pacific Islander	8.2%
American Indian/Alaskan Native	15.2%

Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: County

Associated Drivers of Health

Factors associated with diabetes include being overweight; having high blood pressure, high cholesterol, high blood sugar (or glucose); physical inactivity, smoking, unhealthy eating, age, race, gender and having a family history of diabetes.[47]

Stakeholder Input

As with cardiovascular disease, diet is a principal determinant of diabetes. Diet is shaped by both the food environment (what is available for purchase in a community) and cultural practices. The service area is home to many cultures. Stakeholders called for the implementation of outreach and education efforts that illustrate strategies for healthier diets that reflect residents' cultural backgrounds. Additionally, stakeholders acknowledged that residents' access to healthy food is limited by cost, and acknowledged a need for affordable fruits and vegetables. Moreover, stakeholders observed that clients in the service area lack an understanding of the diabetes disease process. Stakeholders have called for greater education around the relationship between diet and diabetes as well as diabetes co-morbidities.

Stakeholders acknowledged that the costs of diabetes medication are prohibitive for lower-income residents, particularly the undocumented and uninsured populations. Additionally, individuals experiencing homelessness and housing instability face challenges in maintaining diabetes care because they do not have access to refrigeration for their medications.

Food Insecurity

According to the United States Department of Agriculture, food insecurity is explicitly defined as a household-level economic and social condition of limited or uncertain access to adequate food[48]. The defining characteristic of very low food security is that, at times during the year, the food intake of household members is reduced and their normal eating patterns are disrupted because the household lacks money and other resources for food. Very low food security can be characterized in terms of the conditions that households in this category typically report in the annual food security survey[49].

In 2015, nearly one third (32.0%) of households in the SVMC service area with income less than 300% of the poverty level were food insecure. This was slightly higher than Los Angeles County (29.2%).

**Households with Incomes <300%
Who are Food Insecure**

Report Area	Percentage
SPA 4 – Metro	32.0%
SPA 6 – South	32.4%
SPA 8 – South Bay	30.3%
SVMC Service Area	32.0%
Los Angeles County	29.2%

Data Source: Los Angeles County Health Survey
Data Year: 2015
Source Geography: SPA

Stakeholder Input

Stakeholders explained that food insecurity in the service area results from the compounded impact of low income and a lack of affordable healthy food.

Healthy Behavior (including Physical Activity)

The Nutrition and Weight Status objectives for Healthy People 2020 reflect strong science supporting the health benefits of eating a healthful diet and maintaining a healthy body weight. The objectives also emphasize that efforts to change diet and weight should address individual behaviors, as well as the policies and environments that support these behaviors in settings such as schools, worksites, health

[48] United States Department of Agriculture. Economic Research Service. Washington D.C. Available at: http://www.ers.usda.gov/topics/food-nutrition-assistance/food-security-in-the-us/definitions-of-food-security.aspx. Accessed [August 29, 2016].

[49] United States Department of Agriculture. Economic Research Service. Washington D.C. Available at: http://www.ers.usda.gov/topics/food-nutrition-assistance/food-security-in-the-us/definitions-of-food-security.aspx. Accessed [August 29, 2016].

care organizations, and communities. The goal of promoting healthful diets and healthy weight encompasses increasing household food security and eliminating hunger[50].

Health Activities

A higher percentage (44.3%) of children drank at least one soda or sweetened beverage a day in the SVMC service area than in Los Angeles County (39.2%) in 2015. However, a lower percentage (38.4%) of children consumed fast food two or more times in a week in the SVMC service area than in Los Angeles. However, more teens (58.7%) and adults (46.4%) consumed fast food two or more times in one week in the SVMC service area than in Los Angeles County (49.7% and 41.7%, respectively).

A much lower percentage (9.9%) of teens ate five or more servings of fruits and vegetables in the past day in the SVMC service area than in Los Angeles County (19.7%).

Health Activities Related to Diet

	Drink at least one soda or sweetened beverage a day (Age 0-11)[1]	Fast Food Consumption (2 or more times in a week)[2]			Ate Five or More Servings of Fruits and Vegetables in Past Day[3]		
Report Area	Percentage	Children (Age 0-11) Percentage	Teens (Age 12-17) Percentage	Adults (Age 18+) Percentage	Children (Age 0-11) Percentage	Teens (Age 12-17) Percentage	Adults (Age 18+) Percentage
SPA 4–Metro	35.0%	36.2%	55.2%	39.7%	54.7%	15.2%	16.0%
SPA 6–South	51.6%	38.1%	57.0%	50.6%	59.5%	6.1%	9.6%
SPA 8–South Bay	41.3%	46.3%	76.5%	48.8%	65.0%	10.2%	14.8%
SVMC Service Area	44.3%	38.4%	58.7%	46.4%	58.4%	9.9%	12.6%
Los Angeles County	39.2%	40.6%	49.7%	41.7%	55.4%	19.7%	14.7%

[1]Data Source: Los Angeles County Health Survey
Data Year: 2015
Source Geography: SPA
[2,3]Data Source: California Health Interview Survey 2014[2], 2012[3]
Data Year: 2012, 2014
Source Geography: SPA

Regarding healthy activities directly influencing diet and physical activity, the SVMC service area population indicated a slightly lower percentage of children engaging in physical activity at least one hour a day (25.9%) than Los Angeles County (26.4%).

However, the percentage (17.4%) of teens in the SVMC service area who were physically active at least one hour each day in the last week was significantly higher than in Los Angeles County (12.3%). With respect to physical exercise, a similar but slightly lower percentage of children and teens (16.9%) and

[50] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at https://www.healthypeople.gov/2020/topics-objectives/topic/nutrition-and-weight-status. Accessed [August 29, 2016].

adults (31.7%) in the SVMC service area obtained the recommended amount of aerobic exercise and strength training than in Los Angeles County (17.7% and 34.1%, respectively).

Health Activities Related to Exercise

Report Area	Physically Active at Least One Hour Each Day in Last Week		Obtained recommended amount of aerobic exercise and muscle-strengthening	
	Children (0-11)	Teens (12-17)	Children and Teens (6-17)	Adults (18+)
SPA 4–Metro	24.00%	17.30%	16.3%	33.6%
SPA 6–South	28.90%	20.90%	17.1%	30.3%
SPA 8–South Bay	18.80%	2.40%	17.5%	32.1%
SVMC Service Area	25.9%	17.4%	16.9%	31.7%
Los Angeles County	26.4%	12.3%	17.7%	34.1%

Data Source: California Health Interview Survey
Data Year: 2015
Source Geography: SPA

Stakeholder Input

One focus group explained that Latinos are particularly impacted by poor health behaviors because their current diet does not provide as much nutrition as it could: the Latino communities in the service area could benefit from more information, more nutritional education and more knowledge about where to buy affordable healthy foods. A Latina mother explained that she has benefitted from classes offered at the Clínica de Control de Niños, an organization that helped her understand what her children should be eating to be healthy. Focus group participants also explained that Leichty Middle school provides parent classes, nutrition and cardiovascular classes for parents as well as child care: the school also brings in mobile dental care clinics.

Stakeholders explained that time constraints, costs of healthy food and medical care, and easy access to cheap, unhealthy food contribute to the poor eating behaviors. However, there is an observed growing interest in healthy foods and fitness, reflected in the growing popularity of farmers' markets and Zumba studios.

Homelessness

A homeless individual is defined as "an individual who lacks housing (without regard to whether the individual is a member of a family), including an individual whose primary residence during the night is a supervised public or private facility (e.g., shelters) that provides temporary living accommodations, and an individual who is a resident in transitional housing."[51] A homeless person is an individual without

[51] National Health Care for the Homeless Council. Nashville, TN. Available at: https://www.nhchc.org/faq/official-definition-homelessness/. Accessed: [August 29, 2016].

permanent housing who may live on the streets; stay in a shelter, mission, single room occupancy facilities, abandoned building or vehicle; or in any other unstable or non-permanent situation[52].

In addition, an individual may be considered to be homeless if that person is "doubled up," a term that refers to a situation where individuals are unable to maintain their housing situation and are forced to stay with a series of friends and/or extended family members. Furthermore, previously homeless individuals who are to be released from a prison or a hospital may be considered homeless if they do not have a stable housing situation to which they can return. A recognition of the instability of an individual's living arrangements is critical to the definition of homelessness[53].

Prevalence

The homeless counts used in this section are for the entire service planning areas (SPAs) that span the SVMC service area, and likely provide an overrepresentation of homelessness. In order to best approximate the SVMC service area, the estimated total number of homeless people was calculated by multiplying the number of homeless residents in each service planning area by the percentage of each planning area's population represented in SVMC's service area.

As of 2016, an estimated 43,854 homeless resided in Los Angeles County, most of whom (27.1%) were in SPA 4–Metro.

Total Homeless, 2016

Report Area	Number	Percent
SPA 4 – Metro	11880	27.1%
SPA 6 – South	7459	17.0%
SPA 8 – South Bay	3663	8.4%
SVMC Service Area	8622	19.7%
Los Angeles County	43,854	100.0%

Source: Los Angeles Homeless Services Authority,
Greater Los Angeles Homeless County Report, 2016, SPA

According to the Los Angeles Homeless Services Authority, homeless individuals include single adults, adult couples with no children, and groups of adults over the age of 18. In SPA 6-South, homeless families make up a large percentage of the homeless population (15.3%). Of the 125 homeless minors under the age of 18 in all SPAs, they are concentrated within SPA 4–Metro (where 0.3% of the homeless are homeless minors).

[52] National Health Care for the Homeless Council. Nashville, TN. Available at: https://www.nhchc.org/faq/official-definition-homelessness/. Accessed: [August 29, 2016].

[53] National Health Care for the Homeless Council. Nashville, TN. Available at: https://www.nhchc.org/faq/official-definition-homelessness/. Accessed: [August 29, 2016].

Homeless by Type, 2016

Report Area	Homeless Individuals		Homeless Families		Homeless Unaccompanied Minors	
	Number	Percent	Number	Percent	Number	Percent
SPA 4 – Metro	10,431	88.0%	1,390	11.7%	39	0.3%
SPA 6 – South	6,311	84.6%	1,142	15.3%	6	0.1%
SPA 8 – South Bay	3,195	87.2%	465	12.7%	3	0.1%
SVMC Service Area	7,445	86.1%	1,152	13.7%	18	0.2%
Los Angeles County	37,601	85.7%	6,128	14.0%	125	0.3%

Source: Los Angeles Homeless Services Authority,
Greater Los Angeles Homeless County Report, 2016, SPA

In 2016 in the SVMC service area, 25.7% of homeless were mentally ill, 18.3% had substance abuse issues, 1.6% had been diagnosed with HIV, and 15.7% were physically disabled. These indices were similar to or just above the Los Angeles County averages.

Homeless by Special Population, 2016

Report Area	Mentally Ill		With Substance Abuse Issues		With HIV		Physically Disabled	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
SPA 4 – Metro	3,815	32.2%	2,787	23.5%	284	2.4%	2,075	17.5%
SPA 6 – South	1,705	22.9%	1,246	16.7%	102	1.4%	1,065	14.3%
SPA 8 – South Bay	653	17.8%	346	9.4%	6	0.2%	602	16.4%
SVMC Service Area	2351	25.7%	1,702	18.3%	157	1.6%	1,379	15.7%
Los Angeles County	13,006	29.7%	9,941	22.7%	629	1.4%	7,401	16.9%

Source: Los Angeles Homeless Services Authority,
Greater Los Angeles Homeless County Report, 2016, SPA

Associated Drivers

Housing instability is a primary driver of homelessness. Housing instability among poor families is the result of multiple overlapping factors ranging from number of income-earning adults in the home, education level of income-earning adults in the home, health of family members, domestic violence exposure, substance use patterns and access to social support and health care.[54] Although Los Angeles has the largest health and social services system available to homeless people, given the size of the very poor and homeless population it faces significant challenges to provide cost effective integrated care for those facing housing instability.[55]

[54] A Secondary Analysis by ICPH utilizing data from the Fragile Families and Child Well-being Study.Institute for Children, Poverty & Homelessness. http://www.icphusa.org/index.asp?page=16&report=112&pg=110. Accessed: [September 2, 2016].

[55] Guerrero, E., Henwood, B. and Wenzel, S. (2014). Service Integration to Reduce Homelessness in Los Angeles County: Multiple Stakeholder Perspectives. *Human Service Organizations* 38(1):44-54.

Stakeholder Input

Stakeholders observed that a large proportion of the population in the service area are facing housing insecurity, and agencies should come together to support these individuals and families before they become homeless.

Hypertension

Hypertension, defined as a blood pressure reading of 140/90 or higher, affects one in three adults in the United States.[56] With no symptoms or warning signs and the ability to cause serious damage to the body, the condition has been called a silent killer. If untreated, high blood pressure can lead to heart failure, blood vessel aneurysms, kidney failure, heart attack, stroke, and vision changes or blindness.[57] High blood pressure can be controlled through medicines and lifestyle change; however, patient adherence to treatment regimens is a significant barrier to controlling high blood pressure.[58]

High blood pressure is associated with smoking, obesity, the regular consumption of salt and fat, excessive drinking, and physical inactivity. Those at higher risk of developing hypertension include people who have previously had a stroke and those who have high cholesterol or heart or kidney disease. African-Americans and people with a family history of hypertension are also at an increased risk of having hypertension.[59]

Prevalence and Management

In 2015, close to a quarter (23.1%) of the population in the SVMC service area was diagnosed with hypertension (or high blood pressure), slightly less than in Los Angeles County (23.5%). SPA 6-South had a higher percentage (24.5%).In 2014, more than half (62.3%) of the population with high blood pressure in the SVMC service area took medication to control their high blood pressure—not as many as in Los Angeles County (67.2%). The rate was higher in SPA 4-Metro (66.2%).

[56] National Institutes of Health. *Hypertension (High Blood Pressure).* Available at http://report.nih.gov/nihfactsheets/ViewFactSheet.aspx?csid=97. Accessed [August 2, 2016].

[57] National Heart, Lung, and Blood Institute. *Blood Pressure: Signs & Symptoms.* Available at http://www.nhlbi.nih.gov/health/health-topics/topics/hbp/signs.html. Accessed [August 2, 2016].

[58] National Institutes of Health. *Hypertension (High Blood Pressure).* Available at http://report.nih.gov/nihfactsheets/ViewFactSheet.aspx?csid=97. Accessed [August 2, 2016].

[59] Center for Disease Control and Prevention. Atlanta, GA. Available at http://www.cdc.gov/bloodpressure/family_history.htm. Accessed [August 2, 2016].

Hypertension Indicators

Report Area	Hypertension Prevalence Percentage	High Blood Pressure Management Percentage
SPA 4 – Metro	22.4%	66.2%
SPA 6 – South	24.5%	55.5%
SPA 8 – South Bay	23.1%	79.8%
SVMC Service Area	23.6%	62.3%
Los Angeles County	23.5%	67.2%

Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: SPA

Mortality

In 2012, 1,624 people in the SVMC service area died as a result of hypertension, making up 24.9% of such deaths in the service area. ZIP codes 90037-South Los Angeles (29.9%) and 90016-West Adams (29.7%) had the highest rates of death due to hypertension within the service area.

Hypertension Mortality

City	ZIP Code	Number	Percentage
Hancock Park	90004	67	29.6%
Koreatown	90005	36	23.8%
Pico Heights	90006	66	25.5%
Wilshire	90010	2	13.3%
Downtown Los Angeles	90015	17	24.6%
Downtown Los Angeles	90017	23	25.3%
Country Club Park/Mid City	90019	109	27.2%
Hancock Park	90020	28	21.1%
Echo Park/Silverlake	90026	87	26.2%
Westlake	90057	60	25.8%
ARCO Towers	90071	-	0.0%
Los Angeles	90001	61	23.0%
Los Angeles	90002	81	28.4%
South Los Angeles	90003	92	29.4%
South Los Angeles	90007	31	28.2%
Baldwin Hills/Crenshaw	90008	85	27.0%
South Los Angeles	90011	73	21.2%
West Adams	90016	94	29.7%
Jefferson Park	90018	116	30.6%
South Los Angeles	90037	85	29.9%
View Park-Windsor Hills	90043	104	26.3%
South Los Angeles	90062	62	28.6%
Athens	90044	126	25.7%
Los Angeles/West Athens	90047	119	27.9%
SVMC Service Area		1,624	24.9%
Los Angeles County		15,916	

Data source: California Department of Public Health (CDPH)
Data year: 2012
Source geography: ZIP Code

Disparities

In 2015, more than half (54.2%) of the population age 65 and older in Los Angeles County were diagnosed with hypertension. Similarly, nearly half (42.5%) of the population between age 60 and 64 had hypertension, nearly a third (31.1%) of the population between age 50 and 59, and 17.6% of those between age 40 and 49. The prevalence of hypertension diminishes among the younger population—only 11.4% of those between age 30 and 39, 7.9% of those between age 25 and 29, and 6.2% of those between age 18 and 24.

Hypertension Prevalence by Age

Age Group	Percentage
18–24 years old	6.2%
25–29 years old	7.9%
30–39 years old	11.4%
40–49 years old	17.6%
50–59 years old	31.1%
60–64 years old	42.5%
65 years old and older	54.2%

Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: County

By ethnicity, exactly one-third of the African-American population (33.3%) and over a quarter of the White population (27.5%) in Los Angeles County had hypertension, along with almost a quarter (24.2%) of the American Indian/Alaskan Native population, and slightly over one-fifth (20.4%) of the Asian/Pacific Islander population. The Latino population had the lowest percentage (19.7%) of hypertension prevalence in Los Angeles County.

Hypertension Prevalence by Ethnicity

Age Group	Percentage
Latino	19.7%
White	27.5%
African American	33.3%
Asian/Pacific Islander	20.4%
American Indian/Alaskan Native	24.2%

Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: County

Associated Drivers of Health

Smoking, obesity, the regular consumption of salt and fat, excessive drinking, and physical inactivity are risk factors for hypertension. People who have previously had a stroke, have high cholesterol, or have heart or kidney disease are also at higher risk of developing hypertension.

Stakeholder Input

Stakeholders indicated that hypertension is one of the top health problems in the community, closely related and linked to diabetes and cardiovascular disease.

Mental Health

Mental illness is a common cause of disability. Untreated disorders may leave individuals at risk for substance abuse, self-destructive behavior, and suicide. Additionally, mental health disorders can have a serious impact on physical health and are associated with the prevalence, progression, and outcome of

chronic diseases.[60] Suicide is considered a major preventable public health problem. In 2010, suicide was the tenth leading cause of death among Americans of all ages, and the second leading cause of death among people between the ages of 25 and 34.[61] An estimated 11 attempted suicides occur per every suicide death.

Research shows that more than 90% of those who die by suicide suffer from depression or other mental disorders, or a substance-abuse disorder (often in combination with other mental disorders).[62] Among adults, mental disorders are common, with approximately one-quarter of adults being diagnosable for one or more disorders.[63] Mental disorders are not only associated with suicide, but also with chronic diseases, a family history of mental illness, age, substance abuse, and life-event stresses.[64]

Interventions to prevent suicide include therapy, medication, and programs that focus on both suicide risk and mental or substance-abuse disorders. Another intervention is improving primary care providers' ability to recognize and treat suicide risk factors, given the research indicating that older adults and women who die by suicide are likely to have seen a primary care provider in the year before their death.[65]

Prevalence

In 2015, adults experienced an average of 2.6 days of poor mental health–related unhealthy days in the SVMC service area, which is slightly higher than Los Angeles County (2.3).

In 2014, a slightly smaller percentage (9.1%) of adults in the SVMC service area reported having serious psychological distress when compared to Los Angeles County (9.6%).

In 2015, a smaller percentage (59.1%) of the population in the SVMC service area reported having the necessary social and emotional support when compared to Los Angeles County (64.0%). Additionally, SPA 6-South (55.7%) had a lower percentage than either the SVMC service area or Los Angeles County.

In addition, the percentage of the population in the SVMC service area diagnosed with anxiety was higher (6.9%) than Los Angeles County (6.4%) in 2011.

[60] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=28. Accessed [August 2, 2016].

[61] Centers for Disease Control and Prevention. *10 Leading Causes of Death by Age Group, United States – 2010.* Available at http://www.cdc.gov/injury/wisqars/pdf/10LCID_All_Deaths_By_Age_Group_2010-a.pdf. Accessed [August 2, 2016].

[62] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at https://www.healthypeople.gov/2020/topics-objectives/topic/mental-health-and-mental-disorders. Accessed [August 1, 2016].

[63] National Institute of Mental Health. *Any Disorder Among Adults.* Available at http://www.nimh.nih.gov/statistics/1ANYDIS_ADULT.shtml. Accessed [August 2, 2016].

[64] Public Health Agency of Canada. *Mental Illness.* Available at http://www.phac-aspc.gc.ca/cd-mc/mi-mm/index-eng.php. Accessed [August 2, 2016].

[65] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at https://www.healthypeople.gov/2020/topics-objectives/topic/mental-health-and-mental-disorders. Accessed [August 1, 2016].

The percentage of the population in the SVMC service area diagnosed with depression was much higher (13.6%) than compared to Los Angeles County (8.6%).

Mental Health Indicators

Report Area	Unhealthy Days Resulting from Poor Mental Health[1]	Adults with Serious Psychological Distress in the Last Year[2]	Adequate Social and Emotional Support[1]	Anxiety Prevalence[3]	Depression Prevalence[4]
	Days	Percentage	Percentage	Percentage	Percentage
SPA 4 – Metro	2.7	9.4%	60.2%	7.4%	16.1%
SPA 6 – South	2.6	8.2%	55.7%	6.9%	11.9%
SPA 8 – South Bay	2.1	11.8%	70.6%	5.5%	13.1%
SVMC Service Area	2.6	9.1%	59.1%	6.9%	13.6%
Los Angeles County	2.3	9.6%	64.0%	6.4%	8.6%

Data source[1]: Los Angeles County Health Survey
Data year: 2015
Source geography: SPA
Data source[2]: California Health Interview Survey (CHIS)
Data year: 2014
Source geography: SPA
Data source[3, 4]: Los Angeles County Health Survey
Data year: 2011[3], 2015[4]
Source geography: SPA

Alcohol- and Drug-Related Mental Illness

Alcohol and drug use is often associated with and linked to mental illness. In 2012, the rate per 100,000 adults of alcohol- and drug-induced mental illness in the SVMC service area was significantly higher (116.8) than California (102.5), especially in ZIP Code 90001-Los Angeles (680.4).

Alcohol- and Drug-Induced Mental Illness Rate per 100,000 Adults

City	ZIP Code	Rate
Hancock Park	90004	111.9
Koreatown	90005	63.6
Pico Heights	90006	67.9
Wilshire	90010	63.1
Downtown Los Angeles	90015	110.1
Downtown Los Angeles	90017	96.1
Country Club Park/Mid City	90019	92.0
Hancock Park	90020	43.2
Echo Park/Silverlake	90026	90.6
Westlake	90057	112.9
ARCO Towers	90071	-
Los Angeles	90001	680.4
Los Angeles	90002	48.1
South Los Angeles	90003	69.5
South Los Angeles	90007	72.8
Baldwin Hills/Crenshaw	90008	172.1
South Los Angeles	90011	79.2
West Adams	90016	164.7
Jefferson Park	90018	85.0
South Los Angeles	90037	86.4
View Park-Windsor Hills	90043	115.8
South Los Angeles	90062	66.4
Athens	90044	74.8
Los Angeles/West Athens	90047	119.1
SVMC Service Area		116.8
California		102.5

Data source: Office of Statewide Health Planning and Development (OSHPD)
Data year: 2012
Source geography: ZIP Code

In 2014 in the SVMC service area, the percentage of residents who needed help for mental, emotional, or alcohol/drug issues (15.7%) was lower than in Los Angeles County (18.0%). There was significant percentage of residents in need of help for mental, emotional or alcohol/drug issues (21.9%) in SPA 4-Metro.

Needed Help for Mental, Emotional, or Alcohol/Drug Issues

Report Area	Percentage
SPA 4 – Metro	21.9%
SPA 6 – South	15.0%
SPA 8 – South Bay	21.5%
SVMC Service Area	18.3%
Los Angeles County	18.0%

Data source: Los Angeles County Health Survey
Data year: 2014
Source geography: SPA

Hospitalizations

In 2012, the adult mental health hospitalization rate per 100,000 adults in the SVMC service area was nearly double (906.2) that of California (540.9), and more than double in ZIP Codes 90010-Wilshire (1828.5) and 90018-Jefferson Park (1323.3).

The mental health hospitalization rate per 100,000 youth under 18 years old in the SVMC service area was higher (410.2) than in California (294.8), and more than twice as high in ZIP Code 90010-Wilshire (1047.4).

Mental Health Hospitalization Rate per 100,000 persons

City	ZIP Code	Adult Rate	Youth Rate
Hancock Park	90004	634.7	350.7
Koreatown	90005	455.3	324.6
Pico Heights	90006	902.6	346.3
Wilshire	90010	1828.5	1047.4
Downtown Los Angeles	90015	796.7	360.1
Downtown Los Angeles	90017	980.8	345.8
Country Club Park/Mid City	90019	703.1	302.5
Hancock Park	90020	850.4	207.0
Echo Park/Silverlake	90026	569.1	324.9
Westlake	90057	821.1	282.3
ARCO Towers	90071	-	-
Los Angeles	90001	767.4	341.1
Los Angeles	90002	869.1	472.4
South Los Angeles	90003	765.8	427.0
South Los Angeles	90007	632.9	350.8
Baldwin Hills/Crenshaw	90008	1107.4	463.0
South Los Angeles	90011	562.1	378.1
West Adams	90016	1386.0	320.9
Jefferson Park	90018	1323.3	360.7
South Los Angeles	90037	897.4	466.3
View Park-Windsor Hills	90043	1109.0	466.3
South Los Angeles	90062	1120.0	470.4
Athens	90044	896.0	409.5
Los Angeles/West Athens	90047	864.4	561.2
SVMC Service Area		906.2	410.2
California		540.9	294.8

Data source: Office of Statewide Health Planning and Development (OSHPD)
Data year: 2012
Source geography: ZIP Code

Suicide

In 2012, the suicide rate per 10,000 persons in the SVMC service area was higher (1.1) than California (1.0), and above the Healthy People 2020 goal (<=1.0). Very high rates were reported in ZIP Codes 90010-Wilshire (12.61) and 90020-Hancock Park (1.27).

Suicide Rate per 10,000 Persons

City	ZIP Code	Rate
Hancock Park	90004	0.96
Koreatown	90005	0.73
Pico Heights	90006	0
Wilshire	90010	12.61
Downtown Los Angeles	90015	1.05
Downtown Los Angeles	90017	0.8
Country Club Park/Mid City	90019	0.62
Hancock Park	90020	1.27
Echo Park/Silverlake	90026	0.71
Westlake	90057	1.11
ARCO Towers	90071	-
Los Angeles	90001	0.35
Los Angeles	90002	0.58
South Los Angeles	90003	0.91
South Los Angeles	90007	0.24
Baldwin Hills/Crenshaw	90008	0.63
South Los Angeles	90011	0.37
West Adams	90016	0.21
Jefferson Park	90018	0.58
South Los Angeles	90037	0.16
View Park-Windsor Hills	90043	0.67
South Los Angeles	90062	0
Athens	90044	0.44
Los Angeles/West Athens	90047	0.41
SVMC Service Area		1.1
California		1.0
Healthy People 2020		<=1.0

Data source: California Department of Public Health (CDPH)
Data year: 2012
Source geography: ZIP Code

Disparities

Mental health, particularly depression, affects everyone. However, in 2015 in Los Angeles County, those most affected are between the ages of 50 and 64. Around 12.1% of those from age 50 to 59 have been diagnosed with depression, as have 11.3% of those between the ages of 60 and 64. Another 10.4% of those between ages of 40 and 49, and smaller percentages of those age 65 and older (9.2%), 25 to 29 (6.7%), 30 to 39 (5.9%), and 18 to 24 (5.2%), have been diagnosed with depression.

Depression Prevalence by Age

Age Group	Percentage
18–24 years old	5.2%
25–29 years old	6.7%
30–39 years old	5.9%
40–49 years old	10.4%
50–59 years old	12.1%
60–64 years old	11.3%
65 years old and older	9.2%

Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: County

By ethnicity, larger percentages of Whites (13.8%), and African-Americans (13.8%) in Los Angeles County were diagnosed with depression, as were smaller percentages of American Indian/Alaskan Natives (6.8%), Latinos (6.4%) and Asian/Pacific Islanders (3.6%).

Depression Prevalence by Ethnicity

Age Group	Percentage
Latino	6.4%
White	13.8%
African-American	10.4%
Asian/Pacific Islander	3.6%
American Indian/Alaskan Native	6.8%

Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: County

Associated Drivers of Health

Mental health is associated with many other health factors, including poverty, heavy alcohol consumption, and unemployment. Chronic diseases such as cardiovascular disease, diabetes, and obesity are also associated with mental health disorders such as depression and suicide.[66]

Stakeholder Input

Stakeholders emphasized that stigma around accessing mental health--especially among communities of color--serves as an obstacle to accessing care. In some cases, individuals fear that they might lose their jobs if their employers learn they are seeking metal health care.

Stakeholders observed that mental health practitioners lack competency in providing effective mental health care to seniors, those who speak languages other than English, those with diverse cultural backgrounds. Additionally, cultural healers and indigenous religions and practices that may provide effective mental health support are not valued or leveraged in mental health care.

[66] Centers for Disease Control and Prevention. *CDC Mental Illness Surveillance*. Available at http://www.cdc.gov/mentalhealthsurveillance/. Accessed [August 2, 2016].

Finally, stakeholders addressed a severe shortage of mental health providers for a community with a high need for mental health care. For example, there is only one suicide responding team (PET team) for SPA 4. Overall, stakeholders identified long waiting list for mental health services and an overreliance on interns in mental health facilities. There are particularly few services available to language minority clients and undocumented clients. Finally, funding for mental health service screening and delivery is limited.

Obesity/Overweight

Obesity, a condition in which a person has an abnormally high and unhealthy proportion of body fat, has risen to epidemic levels in the United States; 68 percent of adults age 20 years and older are overweight or obese.[67] Excess weight is a significant national problem and indicates an unhealthy lifestyle that influences further health issues.

Obesity reduces life expectancy and causes devastating and costly health problems, increasing the risk of coronary heart disease, stroke, high blood pressure, diabetes and a number of other chronic diseases. Findings suggest that obesity also increases the risks for cancers of the esophagus, breast (postmenopausal), endometrium, colon and rectum, kidney, pancreas, thyroid, gallbladder, and possibly other cancer types.[68] Obesity is associated with factors including poverty, inadequate fruit/vegetable consumption, breastfeeding, and lack of access to grocery stores, parks, and open space.

Recent findings have demonstrated associations between breastfeeding and obesity in adulthood. Research suggests various behavioral, biological and psychological pathways for this association. For example, breastfeeding may improve infant feeding methods and infant satiety. In addition, high fat and protein contents in artificial formula may cause excess weight gain. Furthermore, breast milk contains hormones that may positively impact adiposity and metabolism over the lifetime.[69] For this reason, improving breastfeeding outcomes is an effective strategy for addressing obesity in the SVMC service area.

Prevalence

In 2009, the SVMC service area had a similar percentage of those who were overweight (31.0%) as all of Los Angeles County (29.7%). Similarly, a larger percentage of the population in the SVMC service area were obese (25.5%) than in Los Angeles County (21.2%).

[67] National Cancer Institute. *Obesity and Cancer Risk*. Available at http://www.cancer.gov/cancertopics/factsheet/Risk/obesity. Accessed [August 2, 2016].

[68] National Cancer Institute. *Obesity and Cancer Risk*. Available at http://www.cancer.gov/cancertopics/factsheet/Risk/obesity. Accessed [August 2, 2016].

[69] Roya Kelishadi, Sanam Farajian. The protective effects of breastfeeding on chronic non-communicable diseases in adulthood: A review of evidence. Adv Biomed Res. 2014; 3: 3.

Overweight and Obese Populations

City	ZIP Code	Percent Overweight	Percent Obese
Hancock Park	90004	28.3%	20.2%
Koreatown	90005	28.4%	19.6%
Pico Heights	90006	29.4%	22.6%
Wilshire	90010	27.5%	15.0%
Downtown Los Angeles	90015	28.7%	21.1%
Downtown Los Angeles	90017	30.0%	22.6%
Country Club Park/Mid City	90019	29.2%	22.3%
Hancock Park	90020	26.5%	16.0%
Echo Park/Silverlake	90026	28.7%	21.2%
Westlake	90057	29.0%	20.8%
ARCO Towers	90071	-	-
Los Angeles	90001	34.2%	30.9%
Los Angeles	90002	33.5%	30.6%
South Los Angeles	90003	33.9%	30.6%
South Los Angeles	90007	28.6%	22.8%
Baldwin Hills/Crenshaw	90008	31.7%	29.9%
South Los Angeles	90011	34.6%	30.3%
West Adams	90016	32.8%	29.2%
Jefferson Park	90018	33.1%	29.6%
South Los Angeles	90037	34.1%	30.7%
View Park-Windsor Hills	90043	32.2%	30.8%
South Los Angeles	90062	33.2%	30.5%
Athens	90044	33.5%	30.0%
Los Angeles/West Athens	90047	32.7%	30.3%
SVMC Service Area		31.0%	25.5%
Los Angeles County		29.7%	21.2%
Healthy People 2020			<=30.5%

Data source: California Health Interview Survey (CHIS)
Data year: 2009
Source geography: ZIP Code

Disparities

In 2015, over a third of the population of Los Angeles County was overweight in the following age categories: 30 to 39 years old (38.3%), 40 to 49 years old (39.1%), 50 to 59 years old (37.4%), 60 to 64 years old (37.5%), and 65 years old and older (40.7%). Less than a third of those between the ages of 18 and 24 (23.9%) and age 25 to 29 (31.3%) were considered overweight.

For all age groups in Los Angeles, the percentage of obese individuals was less than a third of the population, with those between the ages of 18 and 24 having the lowest percentage of obesity (15.3%), followed by individuals age 65 years and older (20.2%).

Overweight/Obesity Prevalence by Age

Age Group	Percent Overweight	Percent Obese
18–24 years old	23.9%	15.3%
25–29 years old	31.3%	24.9%
30–39 years old	38.3%	25.4%
40–49 years old	39.1%	25.8%
50–59 years old	37.4%	27.2%
60–64 years old	37.5%	26.0%
65 years old and older	40.7%	20.2%

Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: County

In 2015, by ethnicity, larger percentages of American Indians/Alaskan Natives (54.2%) and Latinos (39.3%) in Los Angeles County were considered overweight, along with over a third of Whites (34.0%). Nearly a third of African-Americans (32.9%) and Latinos (30.9%) in Los Angeles County were classified as obese.

Overweight/Obesity Prevalence by Ethnicity

Age Group	Percent Overweight	Percent Obese
Latino	39.3%	30.9%
White	35.0%	18.0%
African-American	32.0%	32.9%
Asian/Pacific Islander	30.3%	9.3%
American Indian/Alaskan Native	54.2%	19.1%

Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: County

Associated Drivers of Health

Obesity is associated with factors such as poverty, inadequate consumption of fruits and vegetables, physical inactivity, and lack of access to grocery stores, parks, and open space. Obesity increases the risk of coronary heart disease, stroke, high blood pressure, diabetes, and a number of other chronic diseases. The condition also increases the risks of cancers of the esophagus, breast (postmenopausal), endometrium, colon and rectum, kidney, pancreas, thyroid, gallbladder, and possibly other cancer types.[70]

Stakeholder Input

Stakeholders related the high rates of obesity and overweight to lack of physical activity, poor diet, and the health literacy. Most young people in the service area do not engage in physical education at schools and stay inside after school because of concerns about safety in their communities. The easy availability of fast foods and packaged foods, along with the lack of access to healthy fruits and vegetables and time for meal preparation leads families to consume more high-calorie and unhealthy food. Finally, health

[70] National Cancer Institute. *Obesity and Cancer Risk*. Available at http://www.cancer.gov/cancertopics/factsheet/Risk/obesity. Accessed [August 2, 2016].

care providers recognize that there is a lack of awareness of the severity and importance of obesity as a precursor to other diseases. Stakeholders called for policies in schools and organizations that enforce the provision of healthy snacks and lunches.

Oral Health

Dental care is essential to overall health, and is relevant as a health need because engaging in preventive behaviors decreases the likelihood of developing future oral health and related health problems. In addition, oral diseases such as cavities and oral cancer cause pain and disability for many Americans.[71]

Behaviors that may lead to poor oral health include tobacco use, excessive alcohol consumption, and poor dietary choices. Barriers that prevent or limit a person's use of preventive intervention and treatments for oral health include limited access to and availability of dental services, a lack of awareness of the need, cost, and fear of dental procedures. Social factors associated with poor dental health include lower levels or lack of education, having a disability, and other health conditions such as diabetes.[72]

Access

In the SVMC service area, over half the population (60.6%) did not have dental insurance coverage in 2015, higher than the uninsured rate Los Angeles County (51.8%).

Absence of Dental Insurance Coverage, Adults

Report Area	Percentage
SPA 4 – Metro	61.1%
SPA 6 – South	62.9%
SPA 8 – South Bay	49.3%
SVMC Service Area	60.6%
Los Angeles County	51.8%

Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: SPA

As of 2013, there were a a total of 8,417 dentists in Los Angeles County, making up over a quarter (26.7%) of dentists in California.

For an area to be determined a Dental Health Professional Shortage Area, it must have a population-to-dentist ratio of at least 5,000:1.[73] Los Angeles County does not meet this criterion, as its ratio is 2,484:1.

[71] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=32. Accessed [August 2, 2016].

[72] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=32. Accessed [August 2, 2016].

[73] United States Department of Health and Human Services (n.d.). Dental HPSA Designation Overview. Rockville, MD. Available at http://bhpr.hrsa.gov/shortage/hpsas/designationcriteria/dentalhpsaoverview.html. Accessed [August 2, 2016].

Dentist Availability

Report Area	Number	Population to Dentist Ratio
Los Angeles County	7,293	2,484:1

Data source: Office of Statewide Health and Planning and Development (OSHPD)
Data year: 2013
Source geography: County

Although the population-to-dentist ratio is not high enough in Los Angeles County to be considered critical, there is still an issue with access to dental care and its associated coSaint

Affordability

Often, dental insurance is limited and coverage is minimal, so people have to pay high out-of-pocket costs. In addition, most don't have dental insurance coverage and the cost of dental services is too high and therefore unattainable for the average person.

In the SVMC service area, over a third (35.0%) of adults could not afford dental care in 2011—including regular check-ups—which is higher than the rate for Los Angeles County (30.3%). SPA 4 reported an even higher percentage (37.6%).

In Los Angeles County, a number of free or low-cost dental services are available for children through community clinics and state and county programs. However, many of those entities have fallen victim to budget cuts, which have significantly limited the availability of those services.

In 2015, the percentage of children in the SVMC service area (12.4%) who were unable to afford dental care was higher than Los Angeles County (11.5%). SPA 4-Metro's percentage (15.5%) was higher than both the service area and Los Angeles County.

Unable to Afford Dental Care

Report Area	Adult	Child[1]
	Percentage	Percentage
SPA 4 – Metro	37.6%	15.5%
SPA 6 – South	35.0%	10.4%
SPA 8 – South Bay	27.4%	11.9%
SVMC Service Area	35.0%	12.4%
Los Angeles County	30.3%	11.5%

Data source: Los Angeles County Health Survey
Data year: 2011, 2015[1]
Source geography: SPA

Disparities

In 2015, the percentage of children in Los Angeles County who were unable to afford dental care doubled from the age range of 3-5 years old (7.4%) to 12-17 years old (15.1%). The trend increases with age, peaking at 25-29 years old (38.7%) and steadily declining after that for each age bracket. In particular, the lowest percentage of those unable to afford dental care over the age of 18 occurs with residents over the age of 65 (19.1%).

Unable to Afford Dental Care by Age

Age Group	Percentage
3–5 years old[1]	7.4%
6–11 years old[1]	10.5%
12–17 years old[1]	15.1%
18–24 years old	27.0%
25–29 years old	38.7%
30–39 years old	35.0%
40–49 years old	30.4%
50–59 years old	33.0%
60–64 years old	27.0%
65 years old and older	19.1%

Data source: Los Angeles County Health Survey
Data year: 2011, 2015[1]
Source geography: County

By ethnicity, over a third of African-American (38.0%) and Latino (36.6%) adults were unable to afford dental care, as were over a quarter of Asian/Pacific Islanders (27.3%) and American Indian/Alaskan Native (25.6%) adults and close to a quarter of White (21.0%) adults in 2011.

Upon examining differences in ethnicity among children in 2015, larger percentages of Latino (12.6%), White (10.6%), and African-American (10.1%) children had a difficult time obtaining dental care because they could not afford it, along with smaller percentages of Asian/Pacific Islander (7.3%) children. Furthermore, data for American Indian/Alaskan Native children were either unavailable or reflected numbers that were too small to report.

Unable to Afford Dental Care by Ethnicity

	Adult	Child[1]
Age Group	Percentage	Percentage
Latino	36.6%	12.6%
White	21.0%	10.6%
African-American	38.0%	10.1%
Asian/Pacific Islander	27.3%	7.3%
American Indian/Alaskan Native	25.6%	-

Data source: Los Angeles County Health Survey
Data year: 2011, 2015[1]
Source geography: County

Associated Drivers of Health

Poor oral health can be prevented by decreasing sugar intake and increasing healthy eating habits to prevent tooth decay and premature tooth loss; consuming more fruits and vegetables to protect against oral cancer; smoking cessation; decreased alcohol consumption to reduce the risk of oral cancers, periodontal disease, and tooth loss; using protective gear when playing sports; and living in a safe physical

environment.[74] In addition, oral health conditions such as periodontal (gum) disease have been linked to diabetes, heart disease, stroke, and premature, low-weight births.[75]

Stakeholder Input

Stakeholders explained that the separation between oral care and medical care both in terms of policy (health insurance coverage, permitted "sick time" off at work) and health literacy has a detrimental impact

Cost of services and insurance coverage are barriers to oral care. Stakeholders explained that dental care costs are prohibitive for those who lack insurance, and that dental services are often not covered for those who are insured. Additionally, dental care providers are very selective in the types of insurance they will accept, and they often don't take Medi-Cal because of Medi-Cal's historically low reimbursement rates.

Stakeholders reported that the high costs of dental care are compounded by high rates of dental fraud in the service area. Patients receive recommendations for unnecessary, expensive procedures that are not medically indicated. Additionally, stakeholders observed that some health care providers offer Care Credit packages to non-English speaking customers who most likely do not understand the terms explained in English in the Care Credit materials.

The service area lacks sufficient oral care resources for subpopulations including the elderly and indigent, children, and the homeless.

Poverty (including Unemployment)

In 2015, nearly double the percentage of families in the SVMC service area lived below poverty (27.6%) in comparison to families in Los Angeles County (14.9%). Similarly, the percentage of families living below poverty with children (22.4%) was nearly double that of Los Angeles County (11.7%). Several areas with a higher concentration of families with children living below poverty include zip codes 90007-South Los Angeles (38.3%), 90017-Downtown Los Angeles (35.0%) and 90016-West Adams (35.0%).

In the SVMC service area, a slightly lower percentage of families were at or above the poverty level (72.4%) than in Los Angeles County (85.2%). Only ZIP codes 90071-ARCO Towers (100.0%) and 90010-Wilshire (86.8%) had higher than average percentages of the population living at or above poverty. The percentage of families at or above poverty with children was lower in the SVMC service area (34.4%) than in the rest of the county (41.9%). Only ZIP code 90071-ARCO Tower had a higher percentage of families with children living at or above poverty (50.0%) than the County average.

[74] World Health Organization, Oral health Fact Sheet. Geneva, Switzerland. Available at http://www.who.int/mediacentre/factsheets/fs318/en/index.html. Accessed [August 2, 2016].

[75] Centers for Disease Control and Prevention. *Mental Health and Chronic Diseases*. Available at http://www.cdc.gov/chronicdisease/resources/publications/aag/pdf/2011/Oral-Health-AAG-PDF-508.pdf. Accessed [August 2, 2016].

		Poverty			
City	ZIP Code	Families at or Above Poverty	Families at or Above Poverty with Children	Families Below Poverty	Families Below Poverty with Children
Hancock Park	90004	78.3%	33.2%	21.7%	17.1%
Koreatown	90005	77.0%	31.3%	23.0%	18.0%
Pico Heights	90006	69.8%	28.8%	30.2%	24.4%
Wilshire	90010	86.8%		13.2%	-
Downtown Los Angeles	90015	67.7%	29.3%	32.3%	24.7%
Downtown Los Angeles	90017	52.1%	21.9%	47.9%	35.0%
Country Club Park/Mid City	90019	80.0%	36.0%	20.0%	15.7%
Hancock Park	90020	81.4%	31.2%	18.6%	13.6%
Echo Park/Silverlake	90026	76.3%	32.8%	23.7%	18.1%
Westlake	90057	64.8%	24.9%	35.2%	28.9%
ARCO Towers	90071	100.0%	50.0%	0.0%	0.0%
Los Angeles	90001	65.9%	39.9%	34.1%	29.2%
Los Angeles	90002	65.0%	40.6%	35.0%	31.1%
South Los Angeles	90003	60.6%	37.7%	39.4%	34.8%
South Los Angeles	90007	63.6%	31.2%	36.4%	27.6%
Baldwin Hills/Crenshaw	90008	77.8%	31.6%	22.2%	18.0%
South Los Angeles	90011	56.4%	33.1%	43.6%	38.3%
West Adams	90016	80.4%	41.3%	19.6%	16.3%
Jefferson Park	90018	74.2%	36.8%	25.8%	20.7%
South Los Angeles	90037	60.2%	34.8%	39.8%	35.0%
View Park-Windsor Hills	90043	80.5%	36.8%	19.5%	14.7%
South Los Angeles	90062	73.2%	35.8%	26.8%	21.0%
Athens	90044	65.1%	37.0%	34.9%	29.5%
Los Angeles/West Athens	90047	80.6%	35.7%	19.4%	15.7%
SVMC Service Area		72.4%	34.4%	27.6%	22.4%
Los Angeles County		85.2%	41.9%	14.9%	11.7%

Data source: Nielsen Claritas
Data year: 2016
Source geography: ZIP Code

Employment Status

In 2015, a majority of the SVMC service area population was employed (55.4%), a slightly higher rate than in Los Angeles County (57.0%). At the same time, 8.2% of the population in the SVMC service area was unemployed, slightly higher than Los Angeles County's 7.6% unemployment rate. In particular, ZIP codes 90004-Hancock Park (9.9%), 90043-View Park-Windsor Hills (9.7%) and 90026-Echo Park (9.5%) reflected areas with the highest percentage of unemployed residents in the SVMC service area. The remaining 36.3% of the population in the SVMC service area were classified as currently not in the labor force.

Employment Status

City	ZIP Code	In Armed Forces	Employed	Unemployed	Not in Labor Force
Hancock Park	90004	0.0%	62.4%	9.9%	27.6%
Koreatown	90005	0.0%	65.0%	7.8%	27.2%
Pico Heights	90006	0.0%	61.6%	9.3%	29.1%
Wilshire	90010	2.0%	-	7.9%	-
Downtown Los Angeles	90015	0.0%	56.4%	8.0%	35.6%
Downtown Los Angeles	90017	0.0%	57.3%	5.0%	37.7%
Country Club Park/Mid City	90019	0.0%	61.3%	7.8%	30.8%
Hancock Park	90020	0.0%	62.0%	8.9%	29.1%
Echo Park/Silverlake	90026	0.1%	60.5%	9.5%	30.0%
Westlake	90057	0.0%	60.5%	8.5%	31.0%
ARCO Towers	90071	0.0%	58.3%	8.3%	33.3%
Los Angeles	90001	0.0%	53.3%	7.0%	39.7%
Los Angeles	90002	0.0%	48.9%	7.4%	43.7%
South Los Angeles	90003	0.0%	50.0%	8.7%	41.2%
South Los Angeles	90007	0.0%	45.5%	6.8%	47.7%
Baldwin Hills/Crenshaw	90008	0.1%	49.6%	9.3%	41.0%
South Los Angeles	90011	0.0%	54.8%	6.2%	39.0%
West Adams	90016	0.0%	57.9%	7.6%	34.4%
Jefferson Park	90018	0.0%	53.5%	8.9%	37.7%
South Los Angeles	90037	0.0%	52.5%	9.2%	38.2%
View Park-Windsor Hills	90043	0.0%	50.9%	9.7%	39.4%
South Los Angeles	90062	0.0%	52.0%	8.4%	39.6%
Athens	90044	0.1%	50.5%	8.0%	41.5%
Los Angeles/West Athens	90047	0.0%	50.6%	8.9%	40.5%
SVMC Service Area		0.1%	55.4%	8.2%	36.3%
Los Angeles County		0.0%	57.0%	7.6%	35.3%

Data source: Nielsen Claritas
Data year: 2016
Source geography: ZIP Code

Household Income

In 2016, many more households in the SVMC service area earned an average income of less than $50,000 (66.5%) than in Los Angeles County (46.9%). Los Angeles County has nearly double the percentage of households making above $150,000 (11.6%) as the SVMC service area (5.1%).

Household Income

Income level	SVMC Service Area		Los Angeles County	
	Number	Percentage	Number	Percentage
Below $15,000	83,713	22.4%	440,017	13.1%
$15,000–$24,999	61,245	16.4%	368,258	11.0%
$25,000–$34,999	46,386	12.4%	324,780	9.7%
$35,000–$49,999	57,406	15.3%	439,461	13.1%
$50,000–$74,999	53,803	14.4%	564,594	16.9%
$75,000–$99,999	29,049	7.8%	384,054	11.5%
$100,000–$124,999	15,703	4.2%	272,585	8.1%
$125,000–$149,999	8,270	2.2%	166,270	5.0%
$150,000–$199,999	7,436	2.0%	181,675	5.4%
$200,000–$249,999	2,934	0.8%	65,904	2.0%
$250,000–$499,999	5,230	1.4%	100,559	3.0%
Above $500,000	3,205	0.9%	40,774	1.2%
Total	374,380	100.0%	3,348,931	100.0%

Data source: Nielsen Claritas
Data year: 2016
Source geography: ZIP Code

Students Receiving Free or Reduced-Price Meals

Student eligibility for FRPM serves as a proxy measure of family poverty, as the federal poverty threshold tends to underestimate the extent of poverty, particularly in high cost areas. Research indicates that families in California can earn two or more times the federal poverty level and still struggle to meet their basic needs.[76]

A child's family income must fall below 130% of the federal poverty guidelines ($31,005 for a family of four in 2014-2015) to qualify for free meals, or below 185% of the federal poverty guidelines ($44,123 for a family of four in 2014-2015) to qualify for reduced price meals.

In 2015, the percentage of children eligible for the Free or Reduced Price School Meal (FRPM) program was 66.6%, which is an increase from 2011 (61.8%). Overall, these percentages are above that for California (58.6%).

Children Eligible for Free or Reduced-Price Lunch

Report Area	Percentage
Los Angeles County	66.6%
California	58.6%

Data source: California Department of Education (CDE)
Data year: 2015
Source geography: County

Stakeholder Input

Poverty is a challenge in and of itself for residents of the service area, and as part of a chain of related factors it is the upstream determinant of multiple health outcomes.

[76] As cited on kidsdata.org, *Self-Sufficiency Standard*. (2015). Insight Center for Community Economic Development and Dr. Diana Pearce, *California Family Economic Self-Sufficiency Standard*. Center for Women's Welfare, School of Social Work, University of Washington. Accessed [August 1, 2016].

For residents of the service area, low income means lack of access to personal and public transportation, which impacts access to healthy food, access to health care, and even access to education. Residents' low income limits their access to stable and healthy housing and a clean living environment, as very low-income communities are most impacted by environmental pollution and lack of adequate garbage collection.

Stakeholders explained that residents living in poverty experience structural barriers to health care access including discrimination from service providers, increasingly overburdened social service offices, and lack of adequate educational and vocational programs.

Preventive Care

Along with access to health care, following preventive practices such as having a regular source of care and timely physical and medical tests is important. Adequate, regular primary care can prevent the development of health problems and maintain positive health conditions.

Health Check-Ups

In 2015, the percentage of residents in the SVMC service area who visited a doctor, nurse, or other health care professional was slightly lower (66.0%) than in Los Angeles County (70.7%). Similarly, there were a lower percentage of individuals residing in the SVMC service area who visited a dentist or a dental clinic (51.5%) than in Los Angeles County (59.3%). In SPA 4-Metro, 64.6% of the population visited a doctor, nurse or other health professional while 59.7% saw a dentist or visited a dental clinic in the past year. Similarly, in SPA 6, 65.1% of the population visited a doctor, nurse or other health professional while only 43.1% saw a dentist or visited a dental health clinic.

Visited Health Care Professional in Past Year, 2015

Report Area	Saw Doctor, Nurse, or Other Health Care Professional in the Past Year	Saw Dentist or Visited Dental Clinic in the Past Year
SPA 4–Metro	64.6%	59.7%
SPA 6–South	65.1%	43.1%
SPA 8–South Bay	74.4%	62.4%
SVMC Service Area	66.0%	51.5%
Los Angeles County	70.7%	59.3%

Data Source: Los Angeles County Health Survey
Data Year: 2015
Source Geography: SPA

Preventable Hospitalizations

Potentially preventable hospitalizations are admissions to a hospital for certain acute illnesses (e.g., dehydration) or worsening chronic conditions (e.g., diabetes) that might not have required hospitalization had these conditions been managed successfully by primary care providers in outpatient settings. Although not all such hospitalizations can be avoided, admission rates in populations and communities can vary depending on access to primary care, care-seeking behaviors, and the quality of

care available. Because hospitalization tends to be costlier than outpatient or primary care, potentially preventable hospitalizations often are tracked as markers of health system efficiency. The number and cost of potentially preventable hospitalizations also can be calculated to help identify potential cost savings associated with reducing these hospitalizations overall and for specific populations.[77]

In 2012, the rate at which preventable hospital events occurred (per 1,000) for individuals over the age of 18 in the SVMC service area (15.2) was higher than that of Los Angeles County (11.7). In particular, ZIP codes 90008-Baldwin Hills (24.4) and 90047-Los Angeles/West Athens (22.8) had much higher than average rates of preventable hospital events.

Preventable Hospital Events Rate per 1,000 Population (18+)

City	ZIP Code	Rate
Hancock Park	90004	10.0
Koreatown	90005	7.3
Pico Heights	90006	10.8
Wilshire	90010	17.7
Downtown Los Angeles	90015	12.6
Downtown Los Angeles	90017	10.4
Country Club Park/Mid City	90019	12.7
Hancock Park	90020	5.8
Echo Park/Silverlake	90026	8.4
Westlake	90057	13.1
ARCO Towers	90071	-
Los Angeles	90001	16.6
Los Angeles	90002	18.0
South Los Angeles	90003	18.4
South Los Angeles	90007	9.2
Baldwin Hills/Crenshaw	90008	24.4
South Los Angeles	90011	12.7
West Adams	90016	18.5
Jefferson Park	90018	21.1
South Los Angeles	90037	17.5
View Park-Windsor Hills	90043	20.3
South Los Angeles	90062	19.2
Athens	90044	21.7
Los Angeles/West Athens	90047	22.8
SVMC Service Area		15.2
Los Angeles County		11.7

Source: California Office of Statewide Health Planning and Development (OSHPD) Patient Discharge Data
Data Year: 2012
Source Geography: ZIP Code

[77] https://www.cdc.gov/mmwr/preview/mmwrhtml/su6203a23.htm

Disparities

Upon looking at the differences between ethnicities in terms of having a regular source of care, American Indian/Alaskan Native populations in Los Angeles County have the lowest percentage in terms of having a regular source of care (65.4%). Asians (75.6%) and Latinos (76.9%) also fall below the percent level reflected in Los Angeles County (80.3%).

Have Regular Source of Care

Ethnicity	Percent
African American	83.8%
American Indian/Alaskan Native	65.4%
Asian	75.6%
Latino	76.9%
White	86.4%
Los Angeles County	80.3%

Data Source: Los Angeles County Health Survey
Data Year: 2015
Source Geography: SPA

In terms of age, individuals between the ages of 25 and 29 reflect the smallest percentage who have a regular source of care (61.8%). Residents of Los Angeles County between the ages of 18 and 24 (71.7%) and 30-39 years old (75.6%) also represent the lower half of the population having a regular source of care.

Have Regular Source of Care

Age Group	Percent
18-24 years old	71.7%
25-29 years old	61.8%
30-39 years old	75.6%
40-49 years old	81.5%
50-59 years old	85.7%
60-64 years old	89.3%
65+ years old	94.2%

Data Source: Los Angeles County Health Survey
Data Year: 2015
Source Geography: SPA

Stakeholder Input

Stakeholders identified a number of issues with linkage to care and continuity of care that negatively impact the implementation of preventive care. For example, with changes in insurance, people lose their medical home, which interrupts regular checkups and treatment. Residents are not readily connected with screenings for young children that could identify and address many issues early, before more serious issues arise. Additionally, stakeholders reported that residents do not often have access to paid time off for preventive care or early care for illness.

Sexual Health / Sexually Transmitted Diseases

Sexually transmitted diseases (STDs) refer to more than 25 infectious organisms that are transmitted primarily through sexual activity. STD prevention is an essential primary care strategy for improving reproductive health. Despite the burdens, costs, and complications—and their being preventable to a certain extent—STDs remain a significant public health problem in the United States, greatly under-recognized by the public, policymakers, and health care professionals. STDs have the potential to cause many harmful, often irreversible clinical complications, including having an impact on reproductive health, fetal and perinatal health problems and cancer, and the transmission of HIV. The spread of STDs is directly affected by social, economic, and behavioral factors. Obstacles to STD prevention include access to and provision of care, willingness to seek care, and social norms regarding sex and sexuality. Among certain vulnerable populations, a historical experience with segregation and discrimination exacerbates the influence of these factors. Many studies document the association of substance abuse with STDs. The introduction of illicit substances into communities often can alter sexual behavior drastically in high-risk sexual networks, leading to the spread of STDs.[78]

Adolescents ages 15 to 24 account for nearly half of the 20 million new cases of STDs each year in the United States. Today, four in 10 sexually active teen girls in the United States have had an STD with the potential to cause infertility and even death. Regular screenings are critical, as STDs often have no obvious signs or physical symptoms. Also, certain racial and ethnic groups (mainly African-American, Hispanic/Latino, and American Indian/Alaska Native populations) have high rates of STDs compared with Whites. Race and ethnicity in the United States are correlated with other determinants of health status such as poverty, limited access to health care, fewer attempts to get medical treatment, and living in communities with high rates of STDs.[79]

Prevalence

HIV incidence (48.7 per 100,000) and syphilis incidence (15.9 per 100,000) in the SVMC service area were both significantly higher than in Los Angeles County (24.9 and 8.1, respectively).

The rate of chlamydia incidence in the SVMC service area (789.8) was significantly higher than Los Angeles County (512.9), with SPA 4-Metro (587.7) and SPA 6-South (999.5) showing opposing incidence rates.

The prevalence of gonorrhea per 100,000 in the SVMC service area (207.3) was nearly twice as much as that of Los Angeles County (103.4). Others SPAs such as SPA 4 (204.7) and SPA 6 (231.9) also exceed the rate of incidence in the county (103.4).

[78] Centers for Disease Control and Prevention. (2015). *Sexually Transmitted Diseases*. Washington, DC. Available at http://www.healthypeople.gov/2020/topics-objectives/topic/sexually-transmitted-diseases. Accessed [August 2, 2016].

[79] Centers for Disease Control and Prevention. (2015). *Sexually Transmitted Diseases*. Washington, DC. Available at http://www.healthypeople.gov/2020/topics-objectives/topic/sexually-transmitted-diseases. Accessed [August 2, 2016].

Incidence Rates of Sexually Transmitted Diseases

Report Area	HIV Incidence per 100,000 (Age 13+) Percent	Syphilis Incidence per 100,000 Percent	Chlamydia Incidence per 100,000[3] Rate	Gonorrhea Incidence per 100,000[3] Rate
SPA 4–Metro	79.0	27.1	587.7	204.7
SPA 6–South	32.3	10.5	999.5	231.9
SPA 8–South Bay	26.3	4.7	504.9	109.2
SVMC Service Area	48.7	15.9	789.8	207.3
Los Angeles County	24.9	8.1	512.9	103.4
California	11.3%	70.6%	-	-

Source[1,2]: California Health Interview Survey
Data Year: 2012[1], 2014[2]
Source Geography: SPA
Source[3]: Los Angeles County Department of Public Health, Key Indicators of Health
Data Year: 2013
Source Geography: SPA

In 2010, the rate of HIV hospitalizations per 100,000 in the SVMC service area (36.5) was more than three times that of California (11.0). The ZIP codes with the highest rates of HIV hospitalizations include 90010-Wilshire (105.3), 90016-West Adams (71.4) and 90008-Baldwin Hills (71.1).

HIV Hospitalizations per 100,000 Population

City	ZIP Code	Rate
Hancock Park	90004	41.8
Koreatown	90005	18.6
Pico Heights	90006	18.6
Wilshire	90010	105.3
Downtown Los Angeles	90015	42.1
Downtown Los Angeles	90017	42.1
Country Club Park/Mid City	90019	20.2
Hancock Park	90020	20.5
Echo Park/Silverlake	90026	33.9
Westlake	90057	57.8
ARCO Towers	90071	-
Los Angeles	90001	22.8
Los Angeles	90002	31.2
South Los Angeles	90003	31.7
South Los Angeles	90007	4.9
Baldwin Hills/Crenshaw	90008	71.1
South Los Angeles	90011	21.2
West Adams	90016	71.4
Jefferson Park	90018	50.7
South Los Angeles	90037	12.8
View Park-Windsor Hills	90043	31.3
South Los Angeles	90062	21.3
Athens	90044	22.3
Los Angeles/West Athens	90047	45.3
SVMC Service Area		36.5
CA		11.0

Source: Office of Statewide Health Planning and Development
Data Year: 2010
Source Geography: ZIP

Stakeholder Input

Stakeholders have observed an increase in STD incidence among teenagers, and called for preventive education.

Transportation

Transportation barriers are often cited as barriers to healthcare access. Transportation barriers can lead to rescheduled or missed appointments, delayed care, and missed or delayed medication use. These consequences may cause poorer management of chronic illness and thus poorer health outcomes.

However, the significance of these barriers is uncertain based on existing literature due to wide variability in both study populations and transportation barrier measures[80].

Personal Transportation

In 2015, the population of the SVMC service area was almost three times more likely to use public transportation than the total population of Los Angeles County (20.7% vs. 7.1%). The population of the SVMC service area was also more likely to walk or use a bicycle for transportation than the total population of Los Angeles County. At the same time, residents of the SVMC service area were much less likely than residents of Los Angeles County to drive alone (58.0% vs. 72.6%).

[80] Institute for Health and Research Policy. Traveling towards disease: transportation barriers to health care access. Chicago, IL. Available at: http://www.ihrp.uic.edu/content/traveling-towards-disease-transportation-barriers-health-care-access. Accessed: [September 2, 2016].

Modes of Transportation

City	ZIP Code	Drove Alone	Car Pooled	Public Transportation	Walked	Bicycle	Other Means	Worked at Home	Average Vehicles Per Household
Hancock Park	90004	56.6%	9.2%	23.9%	2.3%	1.1%	0.7%	6.3%	1.3
Koreatown	90005	44.9%	9.5%	32.0%	5.3%	0.7%	1.3%	6.2%	1.0
Pico Heights	90006	44.3%	10.0%	34.3%	4.5%	1.3%	1.3%	4.4%	1.1
Wilshire	90010	-	-	-	-	-	-	-	-
Downtown Los Angeles	90015	46.6%	8.8%	26.3%	9.0%	3.1%	1.5%	4.7%	1.0
Downtown Los Angeles	90017	34.9%	8.2%	38.9%	8.6%	1.3%	4.9%	3.2%	0.8
Country Club Park/Mid City	90019	63.9%	8.3%	18.3%	2.1%	1.0%	1.6%	4.9%	1.4
Hancock Park	90020	55.8%	10.1%	22.8%	4.1%	0.5%	1.1%	5.6%	1.1
Echo Park/Silverlake	90026	59.2%	9.3%	19.7%	3.1%	1.3%	1.1%	6.2%	1.3
Westlake	90057	37.6%	11.0%	43.4%	3.1%	1.0%	0.9%	3.0%	0.9
ARCO Towers	90071	62.5%	0.0%	12.5%	12.5%	0.0%	0.0%	12.5%	0.8
Los Angeles	90001	64.6%	13.1%	16.3%	2.5%	0.3%	1.0%	2.2%	1.6
Los Angeles	90002	68.5%	12.9%	11.8%	1.6%	0.3%	1.1%	3.8%	1.7
South Los Angeles	90003	60.9%	15.0%	16.1%	1.7%	1.0%	1.1%	4.2%	1.5
South Los Angeles	90007	43.0%	7.6%	17.9%	18.0%	7.7%	1.9%	3.9%	1.2
Baldwin Hills/Crenshaw	90008	68.1%	9.4%	13.5%	1.6%	0.6%	1.1%	5.7%	1.3
South Los Angeles	90011	53.4%	11.4%	22.8%	4.9%	2.5%	1.5%	3.6%	1.4
West Adams	90016	69.1%	11.0%	13.2%	2.3%	0.9%	1.1%	2.3%	1.5
Jefferson Park	90018	63.7%	9.8%	18.5%	1.4%	1.0%	1.9%	3.8%	1.4
South Los Angeles	90037	56.4%	9.8%	23.9%	4.1%	1.7%	1.4%	2.7%	1.3
View Park-Windsor Hills	90043	74.7%	9.7%	8.1%	1.7%	0.1%	1.2%	4.5%	1.5
South Los Angeles	90062	64.1%	11.9%	17.1%	1.3%	0.5%	1.5%	3.6%	1.6
Athens	90044	66.1%	12.3%	14.6%	1.3%	0.7%	1.4%	3.7%	1.4
Los Angeles/West Athens	90047	74.6%	8.6%	10.7%	0.8%	0.3%	1.0%	4.0%	1.6
SVMC Service Area		58.0%	9.9%	20.7%	4.3%	1.3%	1.4%	4.6%	1.3
Los Angeles County		72.6%	10.1%	7.1%	2.9%	0.9%	1.4%	5.2%	1.8

Data Source: Nielson Claritas Demographic Data
Data Year: 2015
Source Geography: ZIP

Stakeholder Input

Public transportation functions as a barrier to care for residents because of cost and extended travel times, particularly when assigned health care providers are very distant from residents' homes or workplaces.

Additionally, the elderly and the disabled face challenges in accessing transportation to health care providers as well as to healthy food outlets.

Violence/Injury/Safety

Injuries can result from many unintentional or intentional events including motor vehicle accidents, falls, job-related accidents, gunshot and blast wounds and sports injuries. Common diagnoses include brain injury, spinal cord injury, amputation, anoxia and muscular-skeletal injury.[81] Injuries affect everyone, regardless of age, gender, ethnicity or economic status.[82] Although injuries are often unavoidable, there are steps that can be taken to lessen the consequences of injuries, including wearing seat belts, violence prevention education, ignition interlock and in-car breathalyzers to prevent drunk driving, pro-active job site safety precautions and regular physical activity.[83]

Traumatic Brain Injuries. Traumatic brain injuries contribute to a significant number of deaths and cases of permanent disability each year. In 2010 alone, 2.5 million traumatic brain injuries occurred in the United States.[84] Traumatic brain injuries are caused by a bump or blow to the head or a penetrating injury that disrupts the normal function of the brain.[85] Traumatic brain injuries are often the result of falls, unintentional blunt traumas, motor vehicle crashes and physical assaults.[86] Traumatic brain injuries cause a range of short and long term changes that affect an individual's memory and reasoning functions, senses (i.e. touch, taste, and smell), ability to communicate and understand and overall emotional well-being.[87]

Unintentional Injury

In 2012, the SVMC service area experienced 224 unintentional injuries leading to death. This total accounted for 3.6% of deaths within the service area, a percentage slightly higher than that experienced in Los Angeles County (3.5%) and lower than that experienced in California (4.4%). In particular, ZIP codes 90011-South Los Angeles (7.0), 90005-Koreatown (6.6), 90007-South Los Angeles (6.4) had the highest rates within the SVMC service area.

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[81] Centers for Disease Control and Prevention. (2014). *Injury Prevention and Control.* Atlanta, GA. Available at http://www.cdc.gov/injury/overview/index.html. Accessed [August 2, 2016].

[82] Centers for Disease Control and Prevention. (2014). *Injury Prevention and Control.* Atlanta, GA. Available at http://www.cdc.gov/injury/overview/index.html. Accessed [August 2, 2016].

[83] Centers for Disease Control and Prevention. (2014). *Injury Prevention and Control.* Atlanta, GA. Available at http://www.cdc.gov/injury/overview/index.html. Accessed [August 2, 2016].

[84] Centers for Disease Control and Prevention. (2014). *Traumatic Brain Injury.* Atlanta, GA. Available at http://www.cdc.gov/TraumaticBrainInjury/index.html. Accessed [August 2, 2016].

[85] Centers for Disease Control and Prevention. (2015). *Traumatic Brain Injury.* Atlanta, GA. Available at http://www.cdc.gov/TraumaticBrainInjury/index.html. Accessed [August 2, 2016].

[86] Centers for Disease Control and Prevention. (2015). *Traumatic Brain Injury in the United States: Fact Sheet.* Atlanta, GA. Available at http://www.cdc.gov/traumaticbraininjury/get_the_facts.html. Accessed [August 2, 2016].

[87] Centers for Disease Control and Prevention. (2015). *What are the potential effects of TBI?.* Atlanta, GA. Available at http://www.cdc.gov/traumaticbraininjury/outcomes.html. Accessed [August 2, 2016].

Unintentional Injuries Leading to Death

City	ZIP Code	Number	Percent	Rate
Hancock Park	90004	7	3.1%	1.1
Koreatown	90005	10	6.6%	2.5
Pico Heights	90006	12	4.6%	2.0
Wilshire	90010	0	0.0%	0.0
Downtown Los Angeles	90015	2	2.9%	1.1
Downtown Los Angeles	90017	3	3.3%	1.2
Country Club Park/Mid City	90019	6	1.5%	0.9
Hancock Park	90020	6	4.5%	1.5
Echo Park/Silverlake	90026	13	3.9%	1.8
Westlake	90057	9	3.9%	2.0
ARCO Towers	90071	-	0.0%	-
Los Angeles	90001	13	4.9%	2.3
Los Angeles	90002	6	2.1%	1.2
South Los Angeles	90003	19	6.1%	2.9
South Los Angeles	90007	7	6.4%	1.7
Baldwin Hills/Crenshaw	90008	13	4.1%	4.1
South Los Angeles	90011	24	7.0%	2.2
West Adams	90016	12	3.8%	2.5
Jefferson Park	90018	9	2.4%	1.7
South Los Angeles	90037	8	2.8%	1.3
View Park-Windsor Hills	90043	15	3.8%	3.3
South Los Angeles	90062	8	3.7%	2.5
Athens	90044	12	2.4%	1.3
Los Angeles/West Athens	90047	10	2.3%	2.1
SVMC Service Area		224	3.6%	1.9
Los Angeles County		2,060	3.5%	-
California		10,750	4.4%	2.8

Source: California Department of Public Health
Data Year: 2012
Source Geography: ZIP

Teens' Perception of Injury

In 2012, the number of teens who received threats of violence or physical harm from their peers was higher in the SVMC service area (17.2%) than in Los Angeles County (14.7%) and California (16.2%). Likewise, the percentage of teens in SPA 4-Metro (21.5%) who received threats was also higher than the county and state reports.

In the SVMC service area (20.9%) of teens feared being attacked at school, higher than in Los Angeles County (17.1%) and California (14.3%). SPA 6-South had the highest percentage of teens that feared being attacked at school (22.8%).

Teens Perception of Neighborhood and School Safety, 2012, 2014

Report Area	Received threats of violence or physical harm from peers in past year[1]	Feared of being attacked at school in the past year[1]	Felt unsafe in nearby park or playground during the day[2]
SPA 4–Metro	21.5%	18.7%	7.0%
SPA 6–South	11.7%	22.8%	13.8%
SPA 8–South Bay	27.6%	19.6%	8.8%
SVMC Service Area	17.2%	20.9%	10.7%
Los Angeles County	14.7%	17.1%	11.7%
California	16.2%	14.3%	9.5%

Source:
1 California Health interview Survey, 2012, SPA
2 California Health interview Survey, 2014, SPA
*SPA Data Unavailable—Not included in estimation for SVMC Service Area

Stakeholder Input

Stakeholders highlighted the fact that the community is impacted by domestic violence because it is often underreported for fear of negative interpersonal, economic and legal repercussions, particularly among families with undocumented family members. Stakeholders observed that domestic violence is becoming more prevalent among younger residents, and explained there are a lack of community education around healthy relationships and very few safe spaces for victims given the very dense population in the service area.

Street violence continues to be a concern in the service area, and stakeholders noted that gangs particularly target young people. This is a particular concern because there is a current strained relationship with law enforcement.

Conclusion

This survey of secondary data combined with stakeholder insights pertaining to morbidity, mortality and the social determinants of health in the Saint Vincent Medical Center service area reveals the impact of several key underlying factors on all of the health needs identified in the CHNA process. These underlying factors include: poverty; homelessness and housing insecurity; limitations on healthy behaviors imposed by the built environment; barriers to health care access stemming from cultural and linguistic differences between patients and providers combined with an increasingly complex health insurance system; gaps in linkage and continuity of care; and, a need for nutrition, disease process and chronic disease maintenance education. In addition, this survey illustrates the magnitude and severity of poor health outcomes in the SVMC service area compared to benchmarks (Los Angeles County or California). Such comparison reveals that the service area has a higher diabetes prevalence, higher poor mental health rates and associated substance abuse rates, lower birthweights, higher sexually transmitted disease rates and higher obesity rates than found in the County or the State. These data have been collected here in order to inform the SVMC Community Benefits Plan. The Plan will take into account the findings of this report as well as the community assets and existing programs that, with investment, can make the greatest impact on the health needs of the service area.

Appendix A—Scorecard

2016 Metro Hospital Collaborative CHNA – Health Needs and Drivers Scorecard

DATA INDICATOR

Legend
†Data from secondary sources aggregated using ZIP codes in the hospital service area
^Data from secondary sources reflecting the entire Service Planning Area (SPA)
*Data reflect the county level
An *italicized indicator* denotes qualitative data collected in the community focus group
Comparison levels CA - California LAC - LA County

	Year of Data	Healthy People 2020 Target	Comparison Level	Comparison Average	CHMC Service Area Average	GSH Service Area Average	SVMC Service Area Average	Stakeholder Mention
PHYSICAL AND SOCIAL DETERMINANTS								
Demographics								
Percent of adults who completed high school†	2016		LAC	76.8%	67.7%	69.0%	64.2%	
Percent of adults who are employed†	2016		LAC	57.6%	58.0%	54.6%	55.4%	
Average income per household†	2016		LAC	$78,309	$53,147	$54,977	$52,964	
Median income per household†	2016		LAC	$54,514	$35,802	$31,484	$34,616	
Average household size†	2016		LAC	3.0	2.7		2.9	
Births and Neonatal Care								
Births to teens (mothers under 20 years of age)†	2012		LAC	7.0%	9.3%	8.4%	10.6%	
Percent of low weight (<2,500 grams) births per 100 live births †	2012		LAC	6 7%	7.4%	7.6%	7.6%	
Breastfeeding (At Least 6 Months)†	2015		LAC	49.7%	51.9%		49.7%	
Breastfeeding (At Least 12 Months)†	2015		LAC	27 6%	26.8%	26.0%	28.0%	
HEALTH OUTCOMES								
Cancers								
Rate of cancer mortality per 100,000 adults †	2012		CA	15 1	13.2		12.8	
Breast cancer incidence rate per 100,000 adults*	2013		CA	64 6	63.3		63.3	
Breast cancer mortality Rate per 100,000 adults*	2013		CA	11 0	3.4		3.4	
Colon and rectum cancer incidence rate per 100,000 adults*	2013		CA	36 5	36.6	36.6	36.6	
Colon and rectum cancer mortality Rate per 100,000 adults*	2013		CA	13.4	13.6	13.6	13.6	
Leukemia incidence rate per 100,000 persons*	2013		CA	12.4	11.3		11.3	
Leukemia mortality rate per 100,000 persons*	2013		CA	6 4	6 0		6.0	
Lung cancer incidence rate per 100,000 persons*	2013		CA	43.3	35.2		35.2	
Lung cancer mortality rate per 100,000 persons*	2013		CA	32.3	27.0		27	
Pancreatic cancer incidence rate per 100,000 persons*	2013		CA	11.8	11.5		11.5	
Pancreatic cancer mortality rate per 100,000 persons*	2013		CA	10.7	6.9		6.9	
Prostate cancer incidence rate per 100,000 persons*	2013		CA	98 0	88.5		88.5	
Prostate cancer mortality rate per 100,000 persons*	2013		CA	19 5	10.8		10.8	
Cardiovascular Disease								
Percent of adults receiving heart disease management services from a care provider^	2014		LAC	55 5%	61.3%		60.0%	
Percent of heart disease prevalence^	2014		LAC	5.7%	2.7%		6.0%	
Rate of cardiovascular disease mortality per 10,000 adults †	2012		CA	15.5	14.9	16.3	14.3	
Rate of heart disease hospitalization per 100,000 adults †	2012		LAC	366.6	376.6	398.2	403.6	
Cholesterol								
Percent of adults 18 and older ever diagnosed with high cholesterol^	2015		LAC	25 2%	24.6%		24.0%	
Diabetes								
Percent of adults 18 and older ever diagnosed with diabetes^	2015		LAC	9 8%	11.5%	11.7%	11.8%	
Percent of adults who feel confident in their ability to manage their diabetes^	2014		LAC	56 9%	25.2%	33.2%	53.9%	
Rate of adult diabetes hospitalizations per 100,000 adults †	2012		LAC	171 7	203.9	221.8	241.1	
Rate of diabetes mortality per 10,000 adults †	2012		CA	2.1	2.7	2.5	2.7	
Rate of hospitalizations for uncontrolled diabetes per 100,000 adults †	2012		LAC	14 1	18.9	21.2	21.0	
Rate of youth diabetes hospitalizations per 100,000 Persons	2012		LAC	27.7	21.8		24.1	
Hypertension								
Percent of adults ever diagnosed with high blood pressure^	2015	<26.9%	LAC	23 5%	23.2%		23.6%	
Percent of adults taking any medications to control their high blood pressure^	2014	<69.5%	LAC	67.2%	63.9%	64.2%	62.3%	
Rate of hypertension mortality per 10,000 adults †	2012		CA	15 5	14 9	16.3	14.3	
Mental Health								
Average number of poor mental and/or physical health days in the past month reported by	2015		LAC	2.3	2.6	2.7	2.6	
Percent of adults 18 and older ever diagnosed with depression^	2015		LAC	13.0%	14.5%	15.3%	14.6%	
Percent of adults who received adequate social an emotional support^	2015		LAC	64.0%	59.6%	59.4%	59.1%	
Rate of adult alcohol and drug induced mental illness per 100,000 adults †	2012		LAC	125.8	108.8	186.5	116.8	
Rate of adult mental illness hospitalizations per 100,000 adults †	2012		LAC	677.0	880.7	1384.0	906.2	
Rate of suicides per 10,000 adults †	2012	<10	LAC	0 4	1.1	1.7	1.1	
Rate of youth (under 18) Mental Illness hospitalizations per 100,000 adults †			LAC	377.1	403.7	444.3	410.2	
Obesity/Overweight								
Percent of adults who are obese^	2015	<30.5%	LAC	23.5%	22.3%	24.3%	28.5%	
Percent of adults who are overweight^	2015		LAC	35.9%	34.6%		34.2%	
Percent of children 2-11 years old who are overweight^	2014		LAC	13.1%	15.7%	19.0%	12.5%	
Percent of teens 12-17 years old who are overweight or obese^	2014		LAC	29 3%	32.6%	33.1%	30.9%	
Oral Health								
Percent of children (age 3-17 years) who were unable to afford dental care and check-ups in the past year	2015		LAC	11.5%	13.5%	14.6%	12.4%	
Percent of adults who reported seeing a dentist in past year	2015		LAC	59 3%	54.5%	56.7%	51.5%	
Sexually Transmitted Diseases								
Chlamydia incidence rate*	2013		CA	453 4	539.9	539.9	539.9	
Gonorrhea incidence rate*	2013		CA	116.8	150.3	150.3	150.3	
Syphilis incidence rate*	2013		CA	9 9	11.8	11.8	11.8	

2016 Metro Hospital Collaborative CHNA – Health Needs and Drivers Scorecard

HEALTH DRIVERS							
Access to Care							
Adults uninsured^	2014	LAC	20.0%	25.9%	26.6%	26.1%	
Children uninsured^	2014	LAC	4.4%	5.4%	5.1%	3.9%	
Adults regular source of care^	2015	LAC	80.3%	77.3%	76.9%	77.5%	
Children regular source of care^	2015	LAC	94.3%	92.1%	90.6%	93.6%	
Percent of adults 18 and older who had a difficult time accessing medical care^	2015	LAC	23 6%	29.1%	29.3%	29.5%	
Percent who visited the emergency room in the past 12 months^	2014	CA	17.4%	18.3%		20.3%	
Alcohol and Substance Abuse, and Tobacco Use							
Percent of adults 18 and older who reported binge drinking in the past month^	2015	LAC	15.9%	17.5%	16.9%	15.5%	
Percent of adults 18 and older who are currently smoking^	2015	LAC	13.3%	13.8%	13.9%	13.6%	
Percent of adults 18 and older who reported they needed or wanted treatment for alcohol or drug program (excluding tobacco) in the past 5 years^	2014	LAC	18.0%	19.6%	20.6%	18.3%	
Percent of teens 12-17 who used marijuana in the past year^	2012	LAC	9 4%	13.1%	14.7%	10.7%	
Percent of adults who used marijuana in the past year^	2015	LAC	11.6%	13.9%	14.5%	13.2%	
Rate of alcohol/drug induced mental disease hospitalizations per 100,000 adults†	2012	LAC	125.8	108.8	186.5	116.8	
Cultural and Linguistic Barriers							
Had a hard time understanding doctor^	2016	LAC	3.2%	3.6%	3.8%	3.6%	
Percent of population who speak a language other than English at home†	2016	LAC	56.8%	68.1%	66.5%	67.1%	
Food Insecurity							
Not able to afford enough food (food insecure)^	2014	LAC	39.5%	48.7%	50.8%	47.1%	
Currently receiving food stamps^	2014	LAC	18.7%	19.5%	19.1%	20.9%	
Percent of households <300% federal poverty level that are food insecure^	2015	LAC	29 2%	32.0%	32.1%	32.0%	
Healthy Behaviors							
Aerobic exercise and muscle strengthening (adults age 18+)^	2015	LAC	34 1%	33.5%	33.0%	31.7%	
Aerobic exercise and muscle strengthening (children age 6-17)^	2015	LAC	17.7%	16.4%	16.4%	16.9%	
Percent of adults (18+ years old) who reported binge drinking (in the past month)^	2015	LAC	15 9%	17.5%	16.9%	15.5%	
Percent of adults who use walking paths, parks, playgrounds, or sports fields in their neighborhood^	2015	LAC	47.5%	45.3%	46.8%	43.5%	
Percent of children 17 and under who reported drinking at least one soda or sweetened drink per day^	2015	LAC	39.2%	35.5%		44.3%	
Percent of adults 18 and older who reported eating five or more servings of fruit and vegetables per day^	2015	LAC	14 7%	15.9%		12.6%	
Homelessness							
Number of homeless persons^	2016	LAC	43,854	9,709		8,622	
Physical Activity							
Aerobic exercise and muscle strengthening (adults age 18+)^	2015	LAC	34.1%	33.5%	33.0%	31.7%	
Aerobic exercise and muscle strengthening (children age 6-17)^	2015	LAC	17.7%	16.4%	16.4%	16.9%	
Percent of adults who use walking paths, parks, playgrounds, or sports fields in their neighborhood^	2015	LAC	47 5%	45.3%	46.8%	43.5%	
Rate of open space per 10,000 children 0-5 years old†	2013	CA	259.1	1.3	0.4	0.2	
Poverty (including unemployment)							
Percent of families living below poverty†	2016	LAC	14 9%	27.2%	25.0%	28.2%	
Percent of families with children living below poverty†	2016	LAC	11.5%	21.5%	18.8%	22.9%	
Percent of Civilians (Age 15+) Unemployed*	2016	LAC	6 9%	8.2%	8.0%	8.2%	
Preventative Care							
Percent of adults (18+ years old) who reported seeing a doctor, nurse or other health care professional (HCP) for any reason in the past year^	2015	LAC	70 7%	65.5%	64.7%	66.0%	
Percent of women that had a cervical cancer screening in the last 3 years^	2015	LAC	84.4%	78.8%	79.5%	81.9%	
Percent of women that had a mammogram in the last 2 years^	2015	LAC	77 3%	78.1%		77.5%	
Transportation							
Number of vehicles per household†	2016	LAC	1.8	1.2	1.0	1.3	
Average household size†	2016	LAC	3.0	2.7		2.9	
Percent of residents that car pooled, rode public transit, walked, biked, or other (minus "worked at home" and "drove alone")†	2016	LAC	22.3%	38.7%	44.7%	37.5%	
Violence/Injury							
Unintended injury mortality rate per 10,000 adults	2012	CA	2 8	2.1		1.9	
Percent of adults 18 and older who perceive their neighborhood to be safe from crime^	2015	LAC	84.0%	64.3%	68.1%	58.4%	

Footnotes
* = Denotes that a participant identified the health outcome or driver during the stakeholder input process

California Hospital Medical Center Service Area:
90003 (South Los Angeles, SPA 6)
90006 (Pico Heights, SPA 4)
90007 (South Los Angeles, SPA 6)
90011 (South Los Angeles, SPA 6)
90015 (Downtown Los Angeles, SPA 4)
90016 (West Adam, SPA 6)
90018 (Jefferson Park, SPA 6)
90019 (Country Club Park/Mid City, SPA 4)
90037 (South Los Angeles, SPA 6)
90044 (Athens, SPA 8)
90062 (South Los Angeles, SPA 6)
90071 (ARCO Towers, SPA 4)

Good Samaritan Hospital Service Area:
90004 (Hancock Park, SPA 4)
90005 (Koreatown, SPA 4)
90006 (Pico Heights, SPA 4)
90007 (South Los Angeles, SPA 6)
90010 (Wilshire, SPA 4)
90012 (Chinatown, SPA 4)
90013 (Downtown Los Angeles, SPA 4)
90014 (Los Angeles, SPA 4)
90015 (Downtown Los Angeles, SPA 4)
90017 (Downtown Los Angeles, SPA 4)
90018 (Jefferson Park, SPA 6)
90020 (Hancock Park, SPA 4)
90021 (Downtown Los Angeles, SPA 4)
90026 (Echo Park/Silverlake, SPA 4)
90057 (Westlake, SPA 4)
90071 (ARCO Towers, SPA 4)

St. Vincent Medical Center Service Area:
90004 (Hancock Park, SPA 4)
90005 (Koreatown, SPA 4)
90006 (Pico Heights, SPA 4)
90007 (South Los Angeles, SPA 6)
90008 (Baldwin Hills/Crenshaw, SPA 6)
90010 (Wilshire, SPA 4)
90011 (South Los Angeles, SPA 6)
90016 (West Adam, SPA 6)
90017 (Downtown Los Angeles, SPA 4)
90018 (Jefferson Park, SPA 6)
90019 (Country Club Park/Mid City, SPA 4)
90020 (Hancock Park, SPA 4)
90026 (Echo Park/Silverlake, SPA 4)
90027 (Gnffith Park/Los Feliz, SPA 4)
90028 (Hollywood, SPA 4)
90029 (Downtown Los Angeles, SPA 4)
90031 (Montecito Heights, SPA 4)
90037 (South Los Angeles, SPA 6)
90044 (Athens, SPA 8)
90046 (Mount Olympus, SPA 4)
90057 (Westlake, SPA 4)

Appendix B— Primary Data Gathering Tools

Metro Collaborative
Community Health Needs Assessment 2016
Focus Group Protocol

Guiding Questions

1. What do you consider to be **important factors for a healthy community**?
2. What do you think are the **most important health problems or needs** in the community?
    a. **Why** most important (e.g., severity? Wide geographic impact?)
    b. Why is this a problem (***try to uncover drivers***)
3. Which **populations** (groups) or particular **neighborhoods within the community are most affected by these needs**, or where the needs are most acute or prevalent?
4. What kinds of **resources** exist to address these needs? What are particular strengths in Glendale that contribute to community health?
5. What kinds of **gaps in service** are you aware of?
6. What are the **major barriers and challenges for you, your family or friends** to staying healthy?
7. Can you provide us with suggestions about how to help people stay healthy?
8. What else is important for us to know about the community you serve?

Metro Collaborative
Community Health Needs Assessment 2016
Individual Interview Protocol

Introduction:

The Center for Nonprofit Management is working with **Good Samaritan Hospital, St. Vincent, and CA Hospital Med Center** to conduct their 2016 Community Health Needs Assessment. We are talking to health experts to obtain their perspective on the most important health issues facing the local community and to identify areas of need as well as the availability of services to meet those needs. All the information collected will help **the three medical centers** better serve their community. The information you provide is confidential and will not be associated with your name and will only be reported in an aggregated manner.

Familiarity with Medical Center:
Area of Expertise:
Primary Service Area:
Primary Population Served:

COMMUNITY HEALTH NEEDS AND ASSOCIATED DRIVERS

1. What are some of the **major health issues** affecting individuals in the community?

Health Issues	Sub-Populations/ Geography	Better/Worse?

2. What are the most important factors **(socio-economic, behavioral, environmental or clinical factors)** contributing to poor health in the community?

Factors	Sub-Populations/ Geography	Areas in the Community

COMMUNITY ASSETS

3. Where do **community members go** if they have chronic health issues? **Ask by issue**

4. What other **health or social services are available (including mental health care)** in your local community?

    a. **Where** do community members go to receive or obtain information on health-related services?

ACCESS TO CARE

5. What health or social services are **most difficult to access or are missing** in the community? ***(DO NOT SAY ALOUD: This could include access to medical care that is affordable or free, health education workshops, dental care, vision care, substance abuse services, mental health care, etc.)***
    a. Are there specific **factors (socio-economic, behavioral, environmental or clinical factors)** that contribute to this?

    b. Does this affect certain **sub-populations** more than others? Which?

6. In your experience, what are the most **effective program/service delivery models** for addressing:
    a. Health issues? ***(refer to the issues identified in question 1)***

    b. Socio-economic factors (i.e. transportation, language barriers, poverty, etc.)? ***(refer to the issues identified in question 2)***

7. How has the **Affordable Care Act (ACA)** impacted your community members' ability to access care and other services?

COLLABORATION

8. In the last few years, have you noticed any **changes in the way that providers work together** in terms of service coordination, etc.?
    a. Do you feel that access to services/care coordination has improved? Please provide examples.

9. Do you see any potential areas for **collaboration or coordination** between hospitals, community organizations, and/or businesses (i.e. health or social providers, local government, etc.)?

COMMUNICATION

10. What would be the best way to share the findings of this **community health needs assessment**?

11. What would be the most efficient **ways to provide information** to community members about the availability of health and other services?

a. Is there a **particular message** that would appeal to community members?

12. Is there **anything else** you would like to add?

RANKING OF HEALTH NEEDS AND FACTORS/DRIVERS OF HEALTH

13. Of the health issues and contributing factors you mentioned, how would you **rank each health issue and factor** on a scale of 1 to 5 according to severity where 1 is least severe and 5 is most severe?

Appendix C—Stakeholders

Last Name	First Name	Organization	Focus Group Participation	Prioritization Forum Participation
Aguas	Veronica	Good Samaritan Diabetes Class	8/16/2016	
Aguilar	Leslie	CHMC Cardiovascular Health Class	8/30/2016	
Andres Taylor	Coralyn	Good Samaritan Hospital		8/26/2016
Arevalo	Yadira	ECHC		8/26/2016
Bada	Katrina	Good Samaritan Hospital		8/26/2016
Boller	Robert	Project Angel Food		8/26/2016
Bonnot	Younger	Good Samaritan Diabetes Class	8/16/2016	
Boston, BS, CTR	Rosemary	Good Samaritan Hospital		8/26/2016
Carmona	Cynthia	Community Clinic Association of LA County		8/26/2016
Da Costa	Brenda	Saint Vincent		8/26/2016
Duncan	Laura	Ascencia		8/26/2016
Estrada	Rossana	Herman Ostrow School of Dentistry of USC		8/26/2016
Flores	Erika	Good Samaritan Diabetes Class	8/16/2016	
Gonzalez	Pedro	CHMC Cardiovascular Health Class	8/30/2016	
Goraa	Ena	CHMC Cardiovascular Health Class	8/30/1026	
Gorman	Dale	Kids' Community Clinic of Burbank		8/26/2016
Jones	Pat	Good Samaritan Diabetes Class	8/16/2016	
Kersey	Lynn	Maternal and Child Health Access		8/26/2016
Kim	Jane	KYCC		8/26/2016
King	Janet	Good Samaritan Diabetes Class	8/16/2016	
Kothasi	Prabba	Good Samaritan Diabetes Class	8/16/2016	
Kotick	John	Saint Barnanas Senior Services		8/26/2016
Lewis	Irene	Salvation Army Los Angeles Ridge Shield		8/26/2016

Last Name	First Name	Organization	Focus Group Participation	Prioritization Forum Participation
Lopez	Mari	Vision y Compromiso		8/26/2016
Male	Kristyn	Eisner Pediatric & Family Medical Center		8/26/2016
Nathason	Niel	USC Community Health Programs		8/26/2016
Olan	Orlando	Assure Wellness		8/26/2016
Ortiz	Marisol	CHMC Cardiovascular Health Class	8/30/2016	
Ortiz	Rosalia	CHMC Cardiovascular Health Class	8/30/2016	
Parker-Staojakovich	Carol	Herman Ostrow School of Dentistry of USC		8/26/2016
Perez	Cira	CHMC Cardiovascular Health Class	8/30/2016	
Pinto	Diana	South Central LAMP		8/26/2016
Segovia	Sherrie	Hope Street Family Center		8/26/2016
Shelley	Kimevette	Good Samaritan Diabetes Class	8/16/2016	
Sierra	Malka	American Heart Association		8/26/2016
Skylar	Lana	Dept. of Public Health, Service Planning Areas 3 & 4		8/26/2016
Thorne	Brian	Good Samaritan Hospital	8/16/2016	8/26/2016
Townsend	Sharon	Glendale Healthy Kids		8/26/2016
Vasquez	Julia	CHMC Cardiovascular Health Class	8/30/2016	
Velasquez	Gloria	Los Angeles Unified School District		8/26/2016
Yatomi	Cynthia	Good Samaritan Diabetes Class	8/16/2016	
Yonekura	Dr. M. L.	California Hospital Medical Center		8/26/2016

Appendix D—Data Sources

Category	Indicator	Data Source	Geography	Benchmark
Demographic Overview	Estimated Population	Nielsen Claritas, 2016	ZIP Code	County Average
Demographic Overview	Gender	Nielsen Claritas, 2016	ZIP Code	County Average
Demographic Overview	Age Distribution	Nielsen Claritas, 2016	ZIP Code	County Average
Demographic Overview	Median and Average Age	Nielsen Claritas, 2016	ZIP Code	County Average
Demographic Overview	Educational Attainment	Nielsen Claritas, 2016	ZIP Code	County Average
Demographic Overview	Language Spoken at Home	Nielsen Claritas, 2016	ZIP Code	County Average
Demographic Overview	Marital Status	Nielsen Claritas, 2016	ZIP Code	County Average
Demographic Overview	Household Income	Nielsen Claritas, 2016	ZIP Code	County Average
Natality	Births	California Department of Public Health, 2012	ZIP Code	State Total
Natality	Births by Mother's Age	California Department of Public Health, 2012	ZIP Code	County Average
Natality	Births by Mother's Ethnicity	California Department of Public Health, 2012	ZIP Code	County Average
Natality	Birth Weight	California Department of Public Health, 2012	ZIP Code	County Average
Natality	Breastfeeding at Least 6 Months	Los Angeles County Health Survey, 2015	SPA Level	County Average
Natality	Breastfeeding at Least 12 Months	Los Angeles County Health Survey, 2015	SPA Level	County Average
Disability	Disability Status Due To Physical, Mental Or Emotional Condition, Adults	California Health Interview Survey, 2014	SPA Level	County Average

Category	Indicator	Data Source	Geography	Benchmark
Disability	Adults Who Have Provided Care or Assistance to Another Adult In The Past Month	Los Angeles County Health Survey, 2011	SPA Level	County Average
Disability	Children 0–17 Years old with Special Health Care Needs	Los Angeles County Health Survey, 2015	SPA Level	County Average
Disability	Children 0 to 17 Years old with Special Health Care Needs by Age	Los Angeles County Health Survey, 2015	County Average	County Average
Disability	Children 0 to 17 Years old with Special Health Care Needs by Ethnicity	Los Angeles County Health Survey, 2015	County Average	County Average
Mortality	Total Deaths	California Department of Public Health (CDPH), 2010	ZIP Code	County Average
Mortality	Total Deaths, by Age Group	California Department of Public Health (CDPH), 2010, 2012	ZIP Code	County Average
Mortality	Total Deaths, by Cause	California Department of Public Health (CDPH), 2010, 2012	ZIP Code	County Average
Access to Healthcare	Medical and Medicare Beneficiaries	Managed Risk Medical Insurance Board, 2012	SPA Level	County Average
Access to Healthcare	Medi-Cal Enrollment	California Department of Health Care Services (DHCS), 2011	ZIP Code	County Average
Access to Healthcare	Healthy Families Enrollment	California Department of Health Care Services (DHCS), 2012	ZIP Code	County Average
Access to Healthcare	Federally Qualified Health Centers	U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA), 2012	SPA Level	County Average

Category	Indicator	Data Source	Geography	Benchmark
Access to Healthcare	Uninsured Adults	Los Angeles County Health Survey, 2014	SPA Level	County Average
Access to Healthcare	Uninsured Children	Los Angeles County Health Survey, 2011	SPA Level	County Average
Access to Healthcare	Uninsured Population	California Health Interview Survey, 2012	ZIP Level	County Average
Access to Healthcare	Lack of a Consistent Source of Primary Care for Adults	Los Angeles County Health Survey, 2015	SPA Level	County Average
Access to Healthcare	Difficulty Accessing Medical Care	Los Angeles County Health Survey, 2015	SPA Level	County Average
Access to Healthcare	Uninsured, by Age	American Community Survey, 2014	County Level	County Average
Alcohol and Substance Abuse and Tobacco Use	Adult Alcohol Use in the Past Month	Los Angeles County Health Survey, 2015	SPA Level	County Average
Alcohol and Substance Abuse and Tobacco Use	Number of Alcohol Outlets	California Department of Alcoholic Beverage Control (ABC), 2016	ZIP Code	County Average
Alcohol and Substance Abuse and Tobacco Use	Adults Who Reported Misusing Any Form of Prescription Drugs in the Past Year	Los Angeles County Health Survey, 2015	SPA Level	County Average
Alcohol and Substance Abuse and Tobacco Use	Adults Who Reported Using Any Form of Marijuana in the Past Year	Los Angeles County Health Survey, 2015	SPA Level	County Average
Alcohol and Substance Abuse and Tobacco Use	Teens Who Have Ever Tried Marijuana, Cocaine, Sniffing Glue, Other Drugs	Los Angeles County Health Survey, 2014	SPA Level	County Average
Alcohol and Substance Abuse and Tobacco Use	Needed or Wanted Treatment for Alcohol or Drug Issues in the Past Five Years	Los Angeles County Health Survey, 2011	SPA Level	County Average
Alcohol and Substance Abuse and Tobacco Use	Needed Help for Mental, Emotional, or Alcohol/Drug Issues	Los Angeles County Health Survey, 2011	SPA Level	County Average
Alcohol and Substance Abuse and Tobacco Use	Currently Smoking	Los Angeles County Health Survey, 2015	SPA Level	County Average

Category	Indicator	Data Source	Geography	Benchmark
Alcohol and Substance Abuse and Tobacco Use	Tobacco Use by Age	Los Angeles County Health Survey, 2015	County Average	County Average
Alcohol and Substance Abuse and Tobacco Use	Tobacco Use by Ethnicity	Los Angeles County Health Survey, 2015	County Average	County Average
Cancer	Top 10 Cancer Sites Rates	Centers for Disease Control, United States Cancer Statistics (USCS), 2013	County Average	County Average
Cancer	Volume of Cancer Surgeries Performed	Office of Statewide Health Planning and Development (OSHPD), 2014	Hospital Level	County Average
Cancer	Cervical cancer screening (pap smear) in last 3 years	Los Angeles County Health Survey, 2015	SPA Level	County Average
Cancer	Breast cancer screening (mammogram) in the last 2 years	Los Angeles County Health Survey, 2015	SPA Level	County Average
Cancer	Total Cancer-Related Deaths	California Department of Public Health, 2012	ZIP Code	State Average
Cardiovascular Disease	Heart Disease Prevalence	Los Angeles County Health Survey, 2014	SPA Level	County Average
Cardiovascular Disease	Heart Disease Management	Los Angeles County Health Survey, 2014	SPA Level	County Average
Cardiovascular Disease	Hospitalizations Resulting from Heart Failure	Office of Statewide Health Planning and Development (OSHPD), 2012	ZIP Code	County Average
Cardiovascular Disease	Heart Disease Mortality	California Department of Public Health (CDPH), 2012	ZIP Code	State Average
Cholesterol	Cholesterol Prevalence	Los Angeles County Health Survey, 2015	SPA Level	County Average
Cholesterol	Cholesterol Management	California Health Interview Survey, 2014	SPA Level	County Average
Hypertension	Hypertension Prevalence	Los Angeles County Health Survey, 2015	SPA Level	County Average

Category	Indicator	Data Source	Geography	Benchmark
Hypertension	Hypertension Management	Los Angeles County Health Survey, 2014	SPA Level	County Average
Hypertension	Essential Hypertension and Hypertensive Renal Disease Death Rate per 10,000 residents	California Department of Public Helath (CDPH)	ZIP Code	State Average
Hypertension	Hypertension Prevalence by Age	Los Angeles County Health Survey	SPA Level	County Average
Cultural and Linguistic Barriers	Language Spoken at Home	Nielsen Claritas, 2016	ZIP Code	County Average
Cultural and Linguistic Barriers	Difficulty Understanding Doctor	California Health Interview Survey, 2014	SPA Level	County Average
Diabetes	Diabetes Prevalence	Los Angeles County Health Survey, 2015	SPA Level	County Average
Diabetes	Diabetes Management	California Health Interview Survey, 2014	SPA Level	County Average
Diabetes	Diabetes Hospitalizations (Youth)	Office of Statewide Health Planning and Development (OSHPD), 2012	ZIP Code	State Average
Diabetes	Diabetes Hospitalizations (Adults)	Office of Statewide Health Planning and Development (OSHPD), 2012	ZIP Code	State Average
Diabetes	Hospitalizations Resulting from Uncontrolled Diabetes	Office of Statewide Health Planning and Development (OSHPD), 2012	ZIP Code	State Average
Diabetes	Diabetes Mortality	California Department of Public Health (CDPH), 2012	ZIP Code	State Average
Diabetes	Diabetes Prevalence by Age	Los Angeles County Health Survey, 2015	County Average	County Average
Diabetes	Diabetes Prevalence by Ethnicity	Los Angeles County Health Survey, 2015	County Average	County Average
Food Insecurity	Households with Incomes <300% Who are Food Insecure	Los Angeles County Health Survey, 2015	SPA Level	County Average

Category	Indicator	Data Source	Geography	Benchmark
Healthy Behavior (Including Physical Activity)	Physically Active at Least One Hour Each Day in Last Week (Children)	California Health Interview Survey, 2014	SPA Level	County Average
Healthy Behavior (Including Physical Activity)	Physically Active at Least One Hour Each Day in Last Week (Teens)	California Health Interview Survey, 2014	SPA Level	County Average
Healthy Behavior (Including Physical Activity)	Ate Five or More Servings of Fruits and Vegetables in Past Day (Children)	California Health Interview Survey, 2012	SPA Level	County Average
Healthy Behavior (Including Physical Activity)	Ate Five or More Servings of Fruits and Vegetables in Past Day (Teens)	California Health Interview Survey, 2012	SPA Level	County Average
Healthy Behavior (Including Physical Activity)	Ate Five or More Servings of Fruits and Vegetables in Past Day (Adults)	California Health Interview Survey, 2012	SPA Level	County Average
Healthy Behavior (Including Physical Activity)	Obtained Recommended Amount of Aerobic Exercise and Muscle-Strengthening (Children and Teens)	California Health Interview Survey, 2014	SPA Level	County Average
Healthy Behavior (Including Physical Activity)	Obtained Recommended Amount of Aerobic Exercise and Muscle-Strengthening (Adults)	California Health Interview Survey, 2014	SPA Level	County Average
Homelessness and Housing	Total Homeless	Los Angeles Homeless Services Authority, 2016	SPA Level	County Average
Homelessness and Housing	Homeless Individuals	Los Angeles Homeless Services Authority, 2016	SPA Level	County Average
Homelessness and Housing	Homeless Families	Los Angeles Homeless Services Authority, 2016	SPA Level	County Average
Homelessness and Housing	Homeless Unaccompanied Minors	Los Angeles Homeless Services Authority, 2016	SPA Level	County Average

Category	Indicator	Data Source	Geography	Benchmark
Homelessness and Housing	Homeless Mentally Ill	Los Angeles Homeless Services Authority, 2016	SPA Level	County Average
Homelessness and Housing	Homeless With Substance Abuse Issues	Los Angeles Homeless Services Authority, 2016	SPA Level	County Average
Homelessness and Housing	Homeless With HIV	Los Angeles Homeless Services Authority, 2016	SPA Level	County Average
Homelessness and Housing	Physically Disabled	Los Angeles Homeless Services Authority, 2016	SPA Level	County Average
Hypertension	Hypertension Prevalence	Los Angeles County Health Survey, 2015	County Average	County Average
Hypertension	High Blood Pressure Management	Los Angeles County Health Survey, 2015	County Average	County Average
Hypertension	Hypertension Mortality	California Department of Public Health, 2012	ZIP Code	County Average
Hypertension	Hypertension Prevalence by Age	Los Angeles County Health Survey, 2015	County Average	County Average
Hypertension	Hypertension Prevalence by Ethnicity	Los Angeles County Health Survey, 2015	County Average	County Average
Mental Health	Unhealthy Days Resulting from Poor Mental Health	Los Angeles County Health Survey, 2015	SPA Level	County Average
Mental Health	Adults with Serious Psychological Distress in the Last Year	California Health Interview Survey (CHIS), 2014	SPA Level	County Average
Mental Health	Adequate Social and Emotional Support	Los Angeles County Health Survey, 2015	SPA Level	County Average
Mental Health	Anxiety Prevalence	Los Angeles County Health Survey, 2011	SPA Level	County Average
Mental Health	Depression Prevalence	Los Angeles County Health Survey, 2015	SPA Level	County Average
Mental Health	Alcohol- and Drug-Induced Mental Illness Rate	Office of Statewide Health Planning and Development (OSHPD), 2012	ZIP Code	State Average
Mental Health	Needed Help for Mental, Emotional, or Alcohol/Drug Issues	Los Angeles County Health Survey, 2011	SPA Level	County Average

Category	Indicator	Data Source	Geography	Benchmark
Mental Health	Mental Health Hospitalization Rate per 100,000 persons	Office of Statewide Health Planning and Development (OSHPD), 2012	ZIP Code	State Average
Mental Health	Suicide Rate	California Department of Public Health (CDPH), 2012	ZIP Code	State Average
Mental Health	Depression Prevalence by Age	Los Angeles County Health Survey, 2015	County Average	County Average
Mental Health	Depression Prevalence by Ethnicity	Los Angeles County Health Survey, 2015	County Average	County Average
Obesity/Overweight	Overweight Adults (Age 18+)	Los Angeles County Health Survey, 2015	SPA Level	County Average
Obesity/Overweight	Obese Adults (Age 18+)	Los Angeles County Health Survey, 2015	SPA Level	County Average
Obesity/Overweight	Overweight or Obese Population (Age 12+)	California Health Interview Survey, 2012	SPA Level	County Average
Obesity/Overweight	Children Overweight for Age (Age 0-11)	California Health Interview Survey, 2012	SPA Level	County Average
Obesity/Overweight	Percent Overweight	California Health Interview Survey, 2009	ZIP Code	County Average
Obesity/Overweight	Percent Obese	California Health Interview Survey, 2009	ZIP Code	County Average
Obesity/Overweight	Overweight/Obesity Prevalence by Age	Los Angeles County Health Survey, 2015	County Level	County Average
Obesity/Overweight	Overweight/Obesity Prevalence by Ethnicity	Los Angeles County Health Survey, 2015	County Level	County Average
Oral Health	Absence of Dental Insurance Coverage, Adults	Los Angeles County Health Survey, 2011	SPA Level	County Average
Oral Health	Dentist Availability	Office of Statewide Health and Planning and Development (OSHPD), 2013	County Level	County Total
Oral Health	Unable to Afford Dental Care, Adult	Los Angeles County Health Survey, 2011	SPA Level	County Average
Oral Health	Unable to Afford Dental Care, Child	Los Angeles County Health Survey, 2015	SPA Level	County Average

Category	Indicator	Data Source	Geography	Benchmark
Oral Health	Unable to Afford Dental Care by Age	Los Angeles County Health Survey, 2011	County Level	County Average
Oral Health	Unable to Afford Dental Care by Ethnicity, Adult	Los Angeles County Health Survey, 2011	County Level	County Average
Oral Health	Unable to Afford Dental Care by Ethnicity, Child	Los Angeles County Health Survey, 2015	County Level	County Average
Poverty	Families at or Above Poverty	Nielsen Claritas, 2016	ZIP Code	County Average
Poverty	Families at or Above Poverty with Children	Nielsen Claritas, 2016	ZIP Code	County Average
Poverty	Families Below Poverty	Nielsen Claritas, 2016	ZIP Code	County Average
Poverty	Families Below Poverty with Children	Nielsen Claritas, 2016	ZIP Code	County Average
Poverty	Employment Status – In Armed Forces	Nielsen Claritas, 2016	ZIP Code	County Average
Poverty	Employment Status – Employed	Nielsen Claritas, 2016	ZIP Code	County Average
Poverty	Employment Status – Unemployed	Nielsen Claritas, 2016	ZIP Code	County Average
Poverty	Employment Status – Not in Labor Force	Nielsen Claritas, 2016	ZIP Code	County Average
Poverty	Children Eligible for Free or Reduced-Price Lunch	California Department of Education	County Level	State Average
Preventive Care	Saw Doctor, Nurse, or Other Health Care Professional in the Past Year	Los Angeles County Health Survey, 2015	SPA Level	County Average
Preventive Care	Saw Dentist or Visited Dental Clinic in the Past Year	Los Angeles County Health Survey, 2015	SPA Level	County Average
Preventive Care	Preventable Hospital Events Rate per 1,000 Population (18+)	California Office of Statewide Health Planning and Development, 2012	Zip Code	County Average
Preventive Care	Have Regular Source of Care Ethnicity	Los Angeles County Health Survey, 2015	SPA Level	County Average
Preventive Care	Have Regular Source of Care Age Group	Los Angeles County Health Survey, 2015	SPA Level	County Average

Category	Indicator	Data Source	Geography	Benchmark
Sexual Health / Sexually Transmitted Diseases	HIV Incidence per 100,000	Los Angeles County Department of Public Health, 2013	ZIP Code	County Average
Sexual Health / Sexually Transmitted Diseases	Syphilis Incidence per 100,000	Los Angeles County Department of Public Health, 2013	ZIP Code	County Average
Sexual Health / Sexually Transmitted Diseases	Chlamydia Incidence per 100,000	Los Angeles County Department of Public Health, 2013	ZIP Code	County Average
Sexual Health / Sexually Transmitted Diseases	Gonorrhea Incidence per 100,000	Los Angeles County Department of Public Health, 2013	ZIP Code	County Average
Transportation	Modes of Transportation	Nielson Claritas , 2015	Zip Code	County Average
Transportation	Average Vehicles Per Household	Nielson Claritas , 2015	Zip Code	County Average
Violence/Injury/Safety	Preventable Hospitalization Rates (Under 18)	California Department of Public Health, 2012	Zip Code	State Average
Violence/Injury/Safety	Unintentional Injuries Mortality Rate	California Department of Public Health, 2012	Zip Code	State Average
Violence/Injury/Safety	Received threats of violence or physical harm from peers in past year	California Health interview Survey, 2012, SPA	SPA Level	State Average
Violence/Injury/Safety	Feared of being attacked at school in the past year	California Health interview Survey, 2012, SPA	SPA Level	State Average
Violence/Injury/Safety	Felt unsafe in nearby park or playground during the day	California Health interview Survey, 2014, SPA	SPA Level	State Average

Appendix E—Local Community Assets

ZIP Code	Dominant Health Center, 2015
90001	CENTRAL CITY COMMUNITY HEALTH CENTER, INC.
90002	WATTS HEALTHCARE CORPORATION
90003	SAINT JOHNS WELL CHILD & FAMILY CENTER
90004	QUEENSCARE HEALTH CENTERS
90005	KOREAN HEALTH, EDUCATION, INFORMATION AND RESEARCH CENTER
90006	SAINT JOHNS WELL CHILD & FAMILY CENTER
90007	SAINT JOHNS WELL CHILD & FAMILY CENTER
90008	T.H.E. CLINIC, INC.
90010	KOREAN HEALTH, EDUCATION, INFORMATION AND RESEARCH CENTER
90011	SOUTH CENTRAL FAMILY HEALTH CENTER
90012	CHINATOWN SERVICE CENTER
90013	NORTHEAST VALLEY HEALTH CORPORATION
90014	JWCH INSTITUTE, INC.
90015	EISNER PEDIATRIC & FAMILY MEDICAL CENTER
90016	BENEVOLENCE INDUSTRIES INCORPORATED
90017	ARROYO VISTA FAMILY HEALTH FOUNDATION
90018	NORTHEAST COMMUNITY CLINIC, INC
90019	EISNER PEDIATRIC & FAMILY MEDICAL CENTER
90020	KOREAN HEALTH, EDUCATION, INFORMATION AND RESEARCH CENTER
90021	NORTHEAST VALLEY HEALTH CORPORATION
90026	QUEENSCARE HEALTH CENTERS
90027	ASIAN PACIFIC HEALTH CARE VENTURE
90028	ST ANTHONY MEDICAL CENTERS
90029	QUEENSCARE HEALTH CENTERS
90031	ARROYO VISTA FAMILY HEALTH FOUNDATION
90037	SAINT JOHNS WELL CHILD & FAMILY CENTER
90043	SAINT JOHNS WELL CHILD & FAMILY CENTER
90044	SAINT JOHNS WELL CHILD & FAMILY CENTER
90046	LOS ANGELES LGBT CENTER
90047	SAINT JOHNS WELL CHILD & FAMILY CENTER
90057	CLINICA MONSENOR OSCAR A. ROMERO
90062	T.H.E. CLINIC, INC.
90071	SANTA CLARA VALLEY HEALTH AND HOSPITAL SYSTEM
90230	VENICE FAMILY CLINIC

Appendix F—Prioritization Survey

2016 Metro CHNA Prioritization Survey

The Center for Nonprofit Management (CNM) is conducting the 2016 Community Health Needs Assessment (CHNA) for the California Hospital Medical Center, Good Samaritan Hospital, and Saint Vincent Medical Center and we need your help.

CNM talked to a variety of individuals from the community to obtain their input on important local and regional health issues, gaining valuable insights about communities served by the three hospitals. After reviewing this input, in conjunction with a range of health indicators from public and private data sources, the CNM evaluation team developed the following list of prominent health needs and drivers. Please note the health needs and drivers are listed in alphabetical order, and NOT by order of importance.

We now need your input to help prioritize these identified health needs and drivers and determine which in your opinion represent the areas of greatest need. The following confidential survey should take about 10 minutes to complete. When considering your responses, please keep your specific service area and community in mind. If you believe some pertinent issues in your community are not included in the survey, please let us know about these in the final section of the survey.

Please refer to the Community Health Needs Assessment Prioritization Criteria Scale when completing this survey. (In the interest of space, this scale is not included on each page of the survey.)

The results from this survey will inform the hospitals in developing strategies for their Community Benefits Plans.

Thank you very much for your time and assistance!

Please contact Maura Harrington at mharrington@cnmsocal.org with any questions about this survey. Or if you have technical issues, please contact Gigi Nang at gnang@cnmsocal.org.

2016 Metro CHNA Prioritization Survey

- Please tell us about yourself (for analysis purposes).

Name

Organization

Email

- Please define your service area by selecting which hospital you mostly work with. (Select all that apply.)

☐ California Hospital Medical Center

☐ Saint Vincent Medical Center

☐ Good Samaritan Hospital

2016 Metro CHNA Prioritization Survey

Identified Health Needs

Please refer to the Prioritization Criteria Scale when selecting your responses.

Cancer

	1	2	3	4	Don't know
SEVERITY- How severely does this health need impact the community?	○	○	○	○	○
CHANGE OVER TIME - Has the health need improved or is it getting worse over time?	○	○	○	○	○
RESOURCES - The availability of community resources and assets to address this health need.	○	○	○	○	○
DISPARITIES- Does the issue disproportionately affect vulnerable population groups?	○	○	○	○	○

Cardiovascular Disease

	1	2	3	4	Don't know
MAGNITUDE- Does the issue affect a large portion of the population?	○	○	○	○	○
SEVERITY- How severely does this health need impact the community?	○	○	○	○	○
CHANGE OVER TIME - Has the health need improved or is it getting worse over time?	○	○	○	○	○
RESOURCES - The availability of community resources and assets to address this health need.	○	○	○	○	○
DISPARITIES- Does the issue disproportionately affect vulnerable population groups?	○	○	○	○	○

Cholesterol

	1	2	3	4	Don't know
MAGNITUDE- Does the issue affect a large portion of the population?	○	○	○	○	○
SEVERITY- How severely does this health need impact the community?	○	○	○	○	○
CHANGE OVER TIME - Has the health need improved or is it getting worse over time?	○	○	○	○	○
RESOURCES - The availability of community resources and assets to address this health need.	○	○	○	○	○
DISPARITIES- Does the issue disproportionately affect vulnerable population groups?	○	○	○	○	○

Diabetes

	1	2	3	4	Don't know
MAGNITUDE- Does the issue affect a large portion of the population?	○	○	○	○	○
SEVERITY- How severely does this health need impact the community?	○	○	○	○	○
CHANGE OVER TIME - Has the health need improved or is it getting worse over time?	○	○	○	○	○
RESOURCES - The availability of community resources and assets to address this health need.	○	○	○	○	○
DISPARITIES- Does the issue disproportionately affect vulnerable population groups?	○	○	○	○	○

Hypertension

	1	2	3	4	Don't know
MAGNITUDE- Does the issue affect a large portion of the population?	○	○	○	○	○
SEVERITY- How severely does this health need impact the community?	○	○	○	○	○
CHANGE OVER TIME - Has the health need improved or is it getting worse over time?	○	○	○	○	○
RESOURCES - The availability of community resources and assets to address this health need.	○	○	○	○	○
DISPARITIES- Does the issue disproportionately affect vulnerable population groups?	○	○	○	○	○

Mental Health

	1	2	3	4	Don't know
MAGNITUDE- Does the issue affect a large portion of the population?	○	○	○	○	○
SEVERITY- How severely does this health need impact the community?	○	○	○	○	○
CHANGE OVER TIME - Has the health need improved or is it getting worse over time?	○	○	○	○	○
RESOURCES - The availability of community resources and assets to address this health need.	○	○	○	○	○
DISPARITIES- Does the issue disproportionately affect vulnerable population groups?	○	○	○	○	○

Obesity/Overweight

	1	2	3	4	Don't know
MAGNITUDE- Does the issue affect a large portion of the population?	○	○	○	○	○
SEVERITY- How severely does this health need impact the community?	○	○	○	○	○
CHANGE OVER TIME - Has the health need improved or is it getting worse over time?	○	○	○	○	○
RESOURCES - The availability of community resources and assets to address this health need.	○	○	○	○	○
DISPARITIES- Does the issue disproportionately affect vulnerable population groups?	○	○	○	○	○

Oral Health

	1	2	3	4	Don't know
MAGNITUDE- Does the issue affect a large portion of the population?	○	○	○	○	○
SEVERITY- How severely does this health need impact the community?	○	○	○	○	○
CHANGE OVER TIME - Has the health need improved or is it getting worse over time?	○	○	○	○	○
RESOURCES - The availability of community resources and assets to address this health need.	○	○	○	○	○
DISPARITIES- Does the issue disproportionately affect vulnerable population groups?	○	○	○	○	○

Sexually Transmitted Diseases

	1	2	3	4	Don't know
MAGNITUDE- Does the issue affect a large portion of the population?	○	○	○	○	○
SEVERITY- How severely does this health need impact the community?	○	○	○	○	○
CHANGE OVER TIME - Has the health need improved or is it getting worse over time?	○	○	○	○	○
RESOURCES - The availability of community resources and assets to address this health need.	○	○	○	○	○
DISPARITIES- Does the issue disproportionately affect vulnerable population groups?	○	○	○	○	○

2016 Metro CHNA Prioritization Survey

Drivers of Health

Please refer to the Prioritization Criteria Scale when selecting your responses.

Access to Care

	1	2	3	4	Don't know
MAGNITUDE- Does the issue affect a large portion of the population?	○	○	○	○	○
SEVERITY- How severely does this health need impact the community?	○	○	○	○	○
CHANGE OVER TIME - Has the health need improved or is it getting worse over time?	○	○	○	○	○
RESOURCES - The availability of community resources and assets to address this health need.	○	○	○	○	○
DISPARITIES- Does the issue disproportionately affect vulnerable population groups?	○	○	○	○	○

Alcohol, Substance Abuse and Tobacco Use

	1	2	3	4	Don't know
MAGNITUDE- Does the issue affect a large portion of the population?	○	○	○	○	○
SEVERITY- How severely does this health need impact the community?	○	○	○	○	○
CHANGE OVER TIME - Has the health need improved or is it getting worse over time?	○	○	○	○	○
RESOURCES - The availability of community resources and assets to address this health need.	○	○	○	○	○
DISPARITIES- Does the issue disproportionately affect vulnerable population groups?	○	○	○	○	○

Cultural and Linguistic Barriers

	1	2	3	4	Don't know
MAGNITUDE- Does the issue affect a large portion of the population?	○	○	○	○	○
SEVERITY- How severely does this health need impact the community?	○	○	○	○	○
CHANGE OVER TIME - Has the health need improved or is it getting worse over time?	○	○	○	○	○
RESOURCES - The availability of community resources and assets to address this health need.	○	○	○	○	○
DISPARITIES- Does the issue disproportionately affect vulnerable population groups?	○	○	○	○	○

Food Insecurity

	1	2	3	4	Don't know
MAGNITUDE- Does the issue affect a large portion of the population?	○	○	○	○	○
SEVERITY- How severely does this health need impact the community?	○	○	○	○	○
CHANGE OVER TIME - Has the health need improved or is it getting worse over time?	○	○	○	○	○
RESOURCES - The availability of community resources and assets to address this health need.	○	○	○	○	○
DISPARITIES- Does the issue disproportionately affect vulnerable population groups?	○	○	○	○	○

Healthy Behavior

	1	2	3	4	Don't know
MAGNITUDE- Does the issue affect a large portion of the population?	○	○	○	○	○
SEVERITY- How severely does this health need impact the community?	○	○	○	○	○
CHANGE OVER TIME - Has the health need improved or is it getting worse over time?	○	○	○	○	○
RESOURCES - The availability of community resources and assets to address this health need.	○	○	○	○	○
DISPARITIES- Does the issue disproportionately affect vulnerable population groups?	○	○	○	○	○

Homelessness

	1	2	3	4	Don't know
MAGNITUDE- Does the issue affect a large portion of the population?	○	○	○	○	○
SEVERITY- How severely does this health need impact the community?	○	○	○	○	○
CHANGE OVER TIME - Has the health need improved or is it getting worse over time?	○	○	○	○	○
RESOURCES - The availability of community resources and assets to address this health need.	○	○	○	○	○
DISPARITIES- Does the issue disproportionately affect vulnerable population groups?	○	○	○	○	○

Physical Activity

	1	2	3	4	Don't know
MAGNITUDE- Does the issue affect a large portion of the population?	○	○	○	○	○
SEVERITY- How severely does this health need impact the community?	○	○	○	○	○
CHANGE OVER TIME - Has the health need improved or is it getting worse over time?	○	○	○	○	○
RESOURCES - The availability of community resources and assets to address this health need.	○	○	○	○	○
DISPARITIES- Does the issue disproportionately affect vulnerable population groups?	○	○	○	○	○

Preventive Care

	1	2	3	4	Don't know
MAGNITUDE- Does the issue affect a large portion of the population?	○	○	○	○	○
SEVERITY- How severely does this health need impact the community?	○	○	○	○	○
CHANGE OVER TIME - Has the health need improved or is it getting worse over time?	○	○	○	○	○
RESOURCES - The availability of community resources and assets to address this health need.	○	○	○	○	○
DISPARITIES- Does the issue disproportionately affect vulnerable population groups?	○	○	○	○	○

Poverty (including unemployment)

	1	2	3	4	Don't know
MAGNITUDE- Does the issue affect a large portion of the population?	○	○	○	○	○
SEVERITY- How severely does this health need impact the community?	○	○	○	○	○
CHANGE OVER TIME - Has the health need improved or is it getting worse over time?	○	○	○	○	○
RESOURCES - The availability of community resources and assets to address this health need.	○	○	○	○	○
DISPARITIES- Does the issue disproportionately affect vulnerable population groups?	○	○	○	○	○

Transportation

	1	2	3	4	Don't know
MAGNITUDE- Does the issue affect a large portion of the population?	○	○	○	○	○
SEVERITY- How severely does this health need impact the community?	○	○	○	○	○
CHANGE OVER TIME - Has the health need improved or is it getting worse over time?	○	○	○	○	○
RESOURCES - The availability of community resources and assets to address this health need.	○	○	○	○	○
DISPARITIES- Does the issue disproportionately affect vulnerable population groups?	○	○	○	○	○

Violence and Injury

	1	2	3	4	Don't know
MAGNITUDE- Does the issue affect a large portion of the population?	○	○	○	○	○
SEVERITY- How severely does this health need impact the community?	○	○	○	○	○
CHANGE OVER TIME - Has the health need improved or is it getting worse over time?	○	○	○	○	○
RESOURCES - The availability of community resources and assets to address this health need.	○	○	○	○	○
DISPARITIES- Does the issue disproportionately affect vulnerable population groups?	○	○	○	○	○

Are there any health needs or drivers you feel have been overlooked that need to be represented? (Please remark on the severity, change over time, resources, and community readiness to support as it relates to this need or driver.)

Health Need or Driver:

Health Need or Driver.

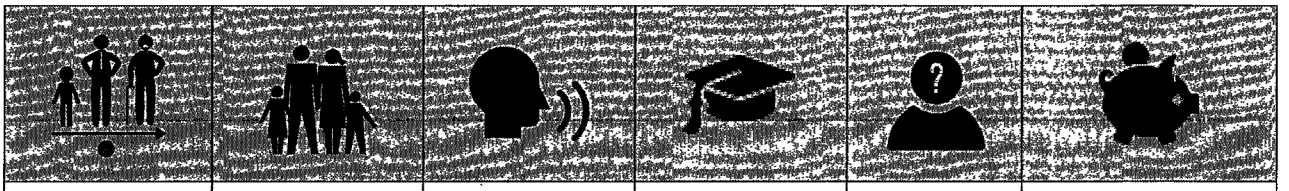
Thank you for your participation in the 2016 Community Health Needs Assessment

Appendix G—Health Need Profiles

Summary

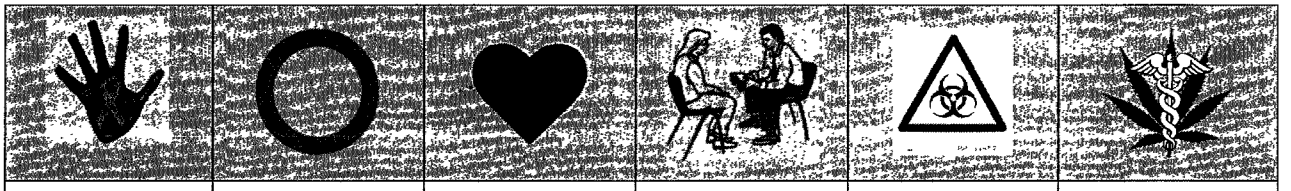
As mentioned in the introduction to this report, the hospitals included in the Metro Hospital Collaborative (Saint Vincent, California Hospital Medical Center and Good Samaritan) worked together to develop the Community Health Needs Assessment (CHNA). The following Health Needs Profile section reports on key health needs indicators for the three hospitals' service areas. The Health Needs Profiles are designed to provide a quick look at health drivers and outcomes in the combined service areas of the Metro Hospital Collaborative. The introductory tables in **Section A** summarize data that can be found in detail in **Section B**.

Joint Service Area Key Statistics



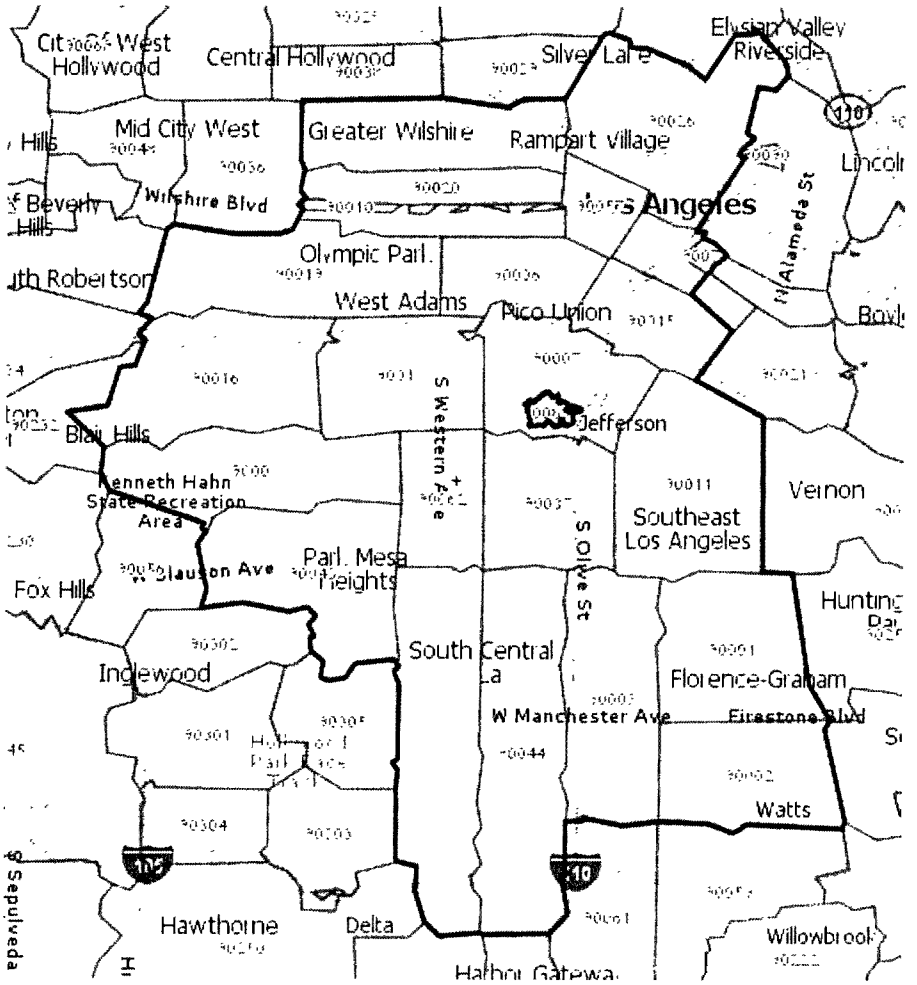
43-49%	52-62%	65-67%	33-36%	7-8%	25-27%
are between 18-44 years old*	of service area population is Hispanic/Latino	have limited English proficiency	25+ don't have a high school diploma	of individuals were unemployed in 2015 (rate=8.6)	of families live below poverty

***Reflects largest age group of the service area population**

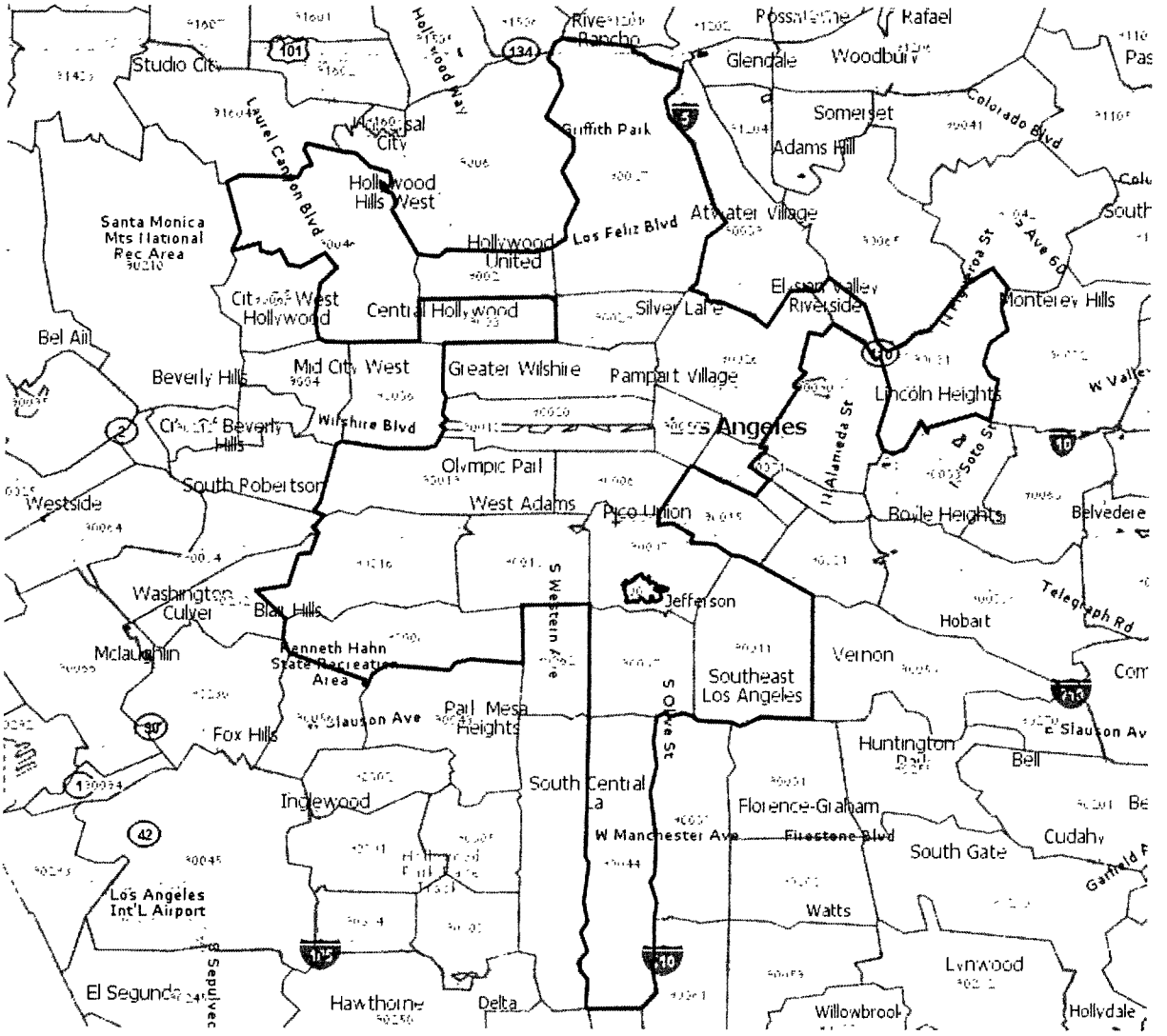


48-70	11-12%	22-23%	13-15%	19-21%	20-26%
HIV Incidence (per 100,000)	Diabetes (Adult)	Hypertension	Mental Health (Depression)	of teens feared being attacked at school in the past year	of teens have ever tried marijuana, cocaine, sniffing glue, or other drugs

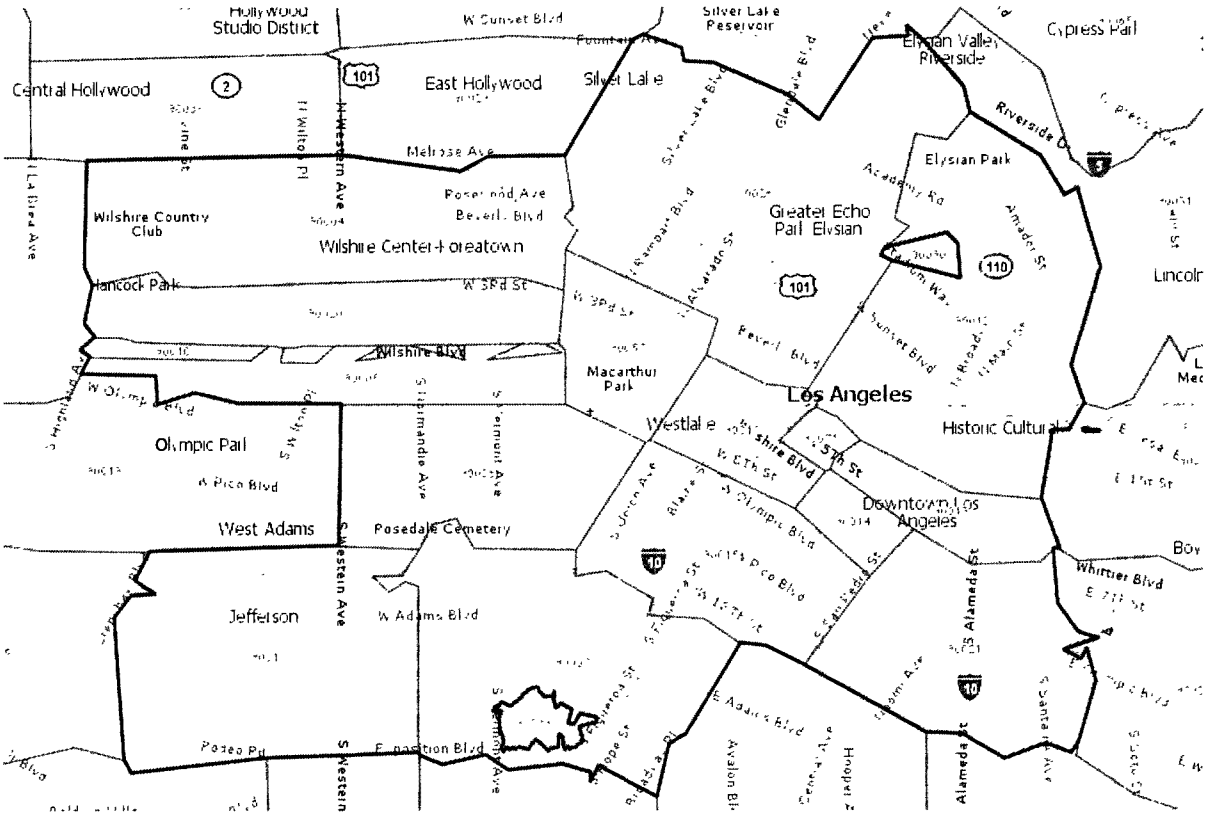
Saint Vincent Service Area



California Hospital Medical Center Service Area



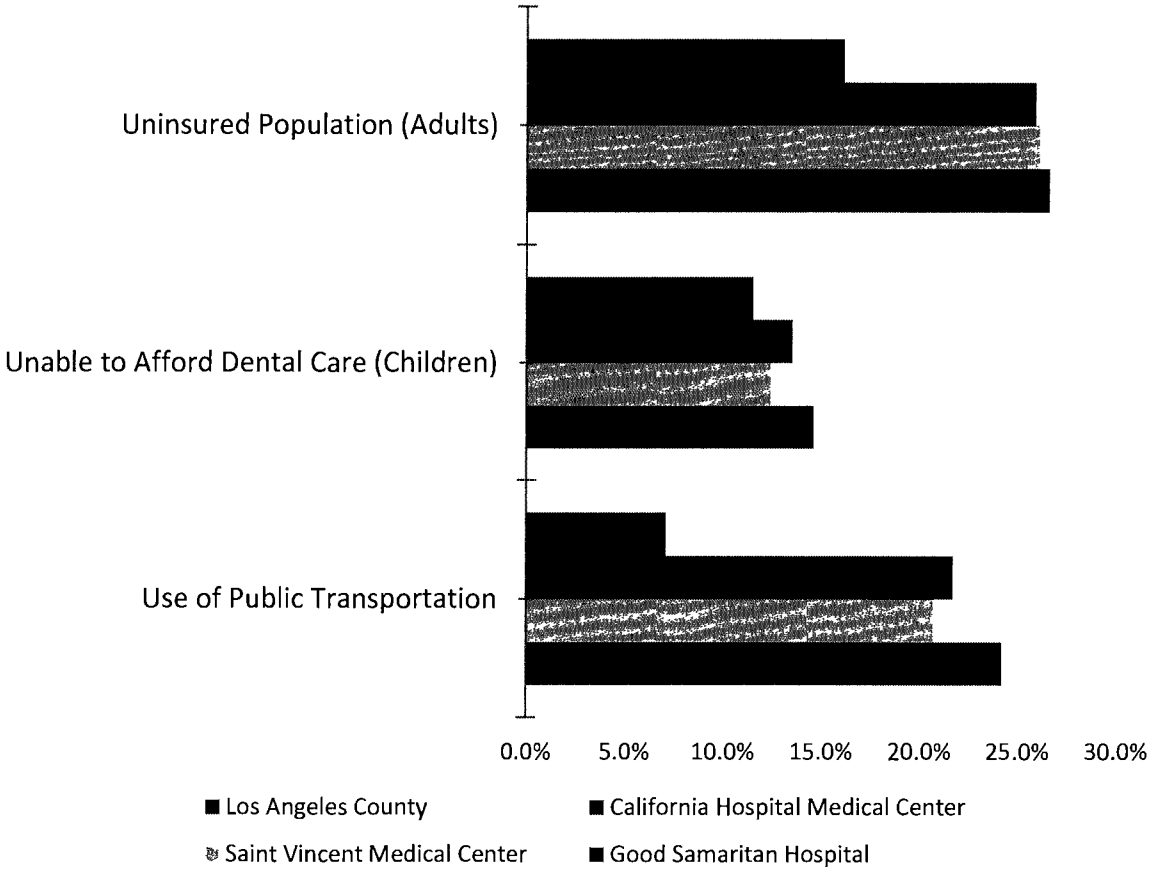
Good Samaritan Service Area



Section A - Key Indicators

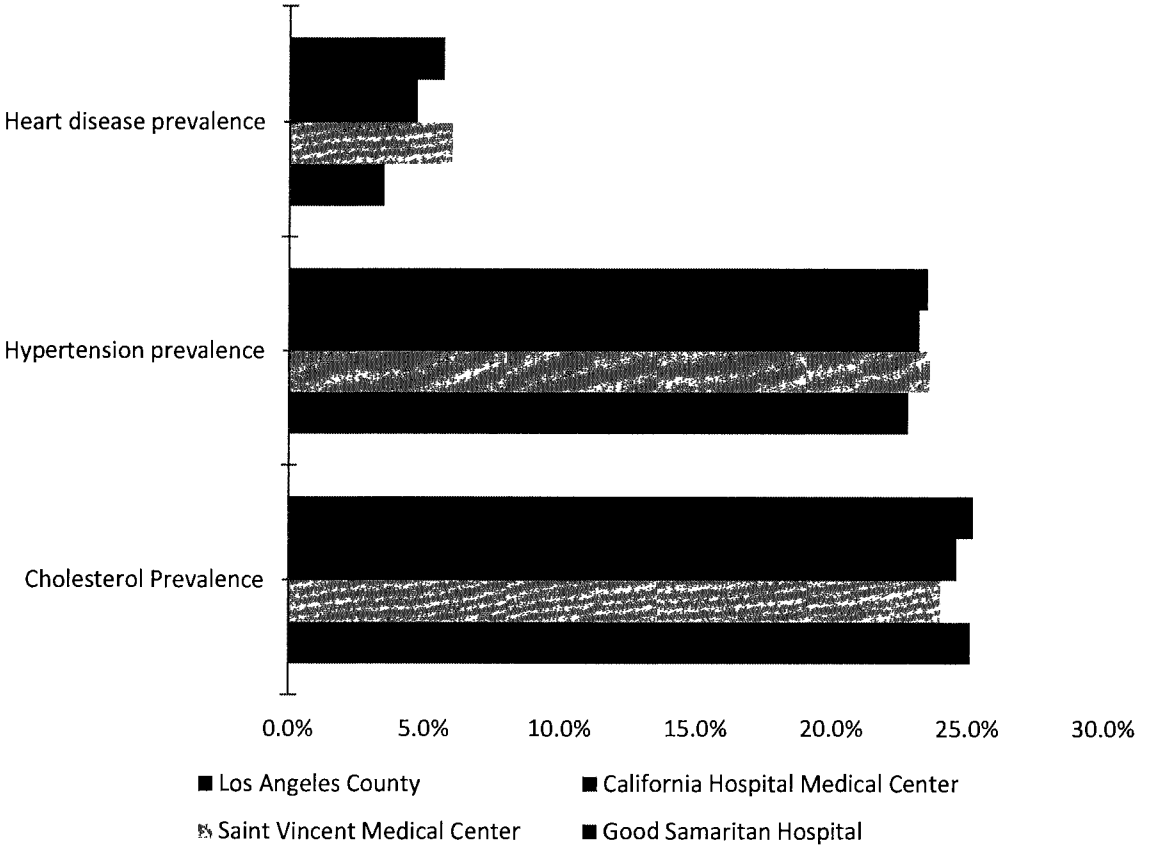
Access to Health Care

- More than one out of four residents of the Metro Hospital Collaborative joint service area are uninsured
- More than one in ten residents struggle to afford dental care
- Nearly one in four residents rely on public transportation to get around
- These rates are higher than the average for Los Angeles County



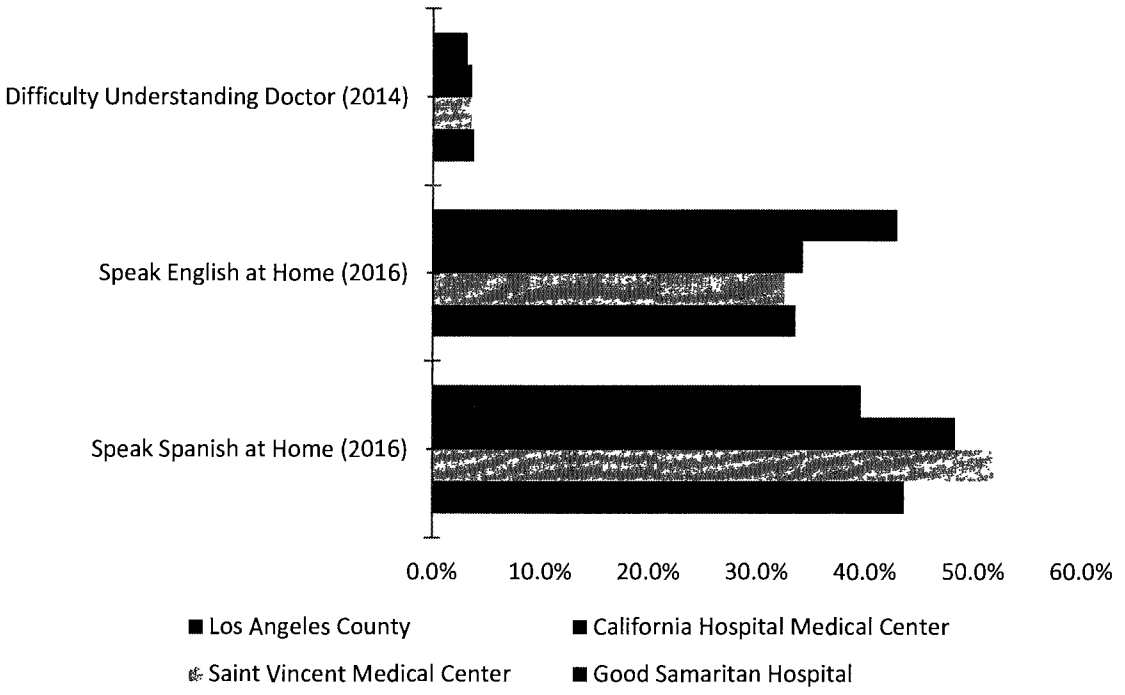
Cardiovascular Disease

- Nearly one in twenty residents of the joint service area have been diagnosed with heart disease
- Nearly one in four residents have been diagnosed with hypertension
- Nearly one in four residents have been diagnosed with high cholesterol
- These rates are below or equivalent to the average for Los Angeles County



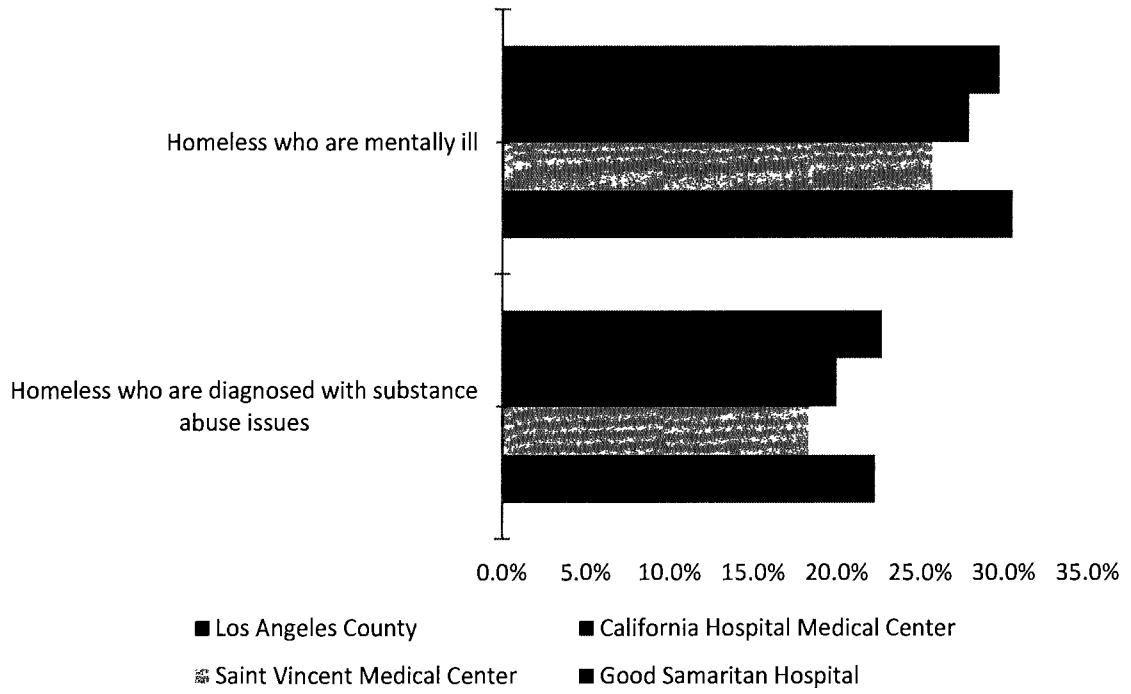
Cultural and Linguistic Barriers

- Nearly one in twenty residents of the joint service area have difficulty understanding their doctor
- While almost half the residents of Los Angeles County speak English at home, only one third of joint service area residents speak English at home
- Spanish is spoken in fifty percent or more of the homes in the joint service area where a language other than English is spoken



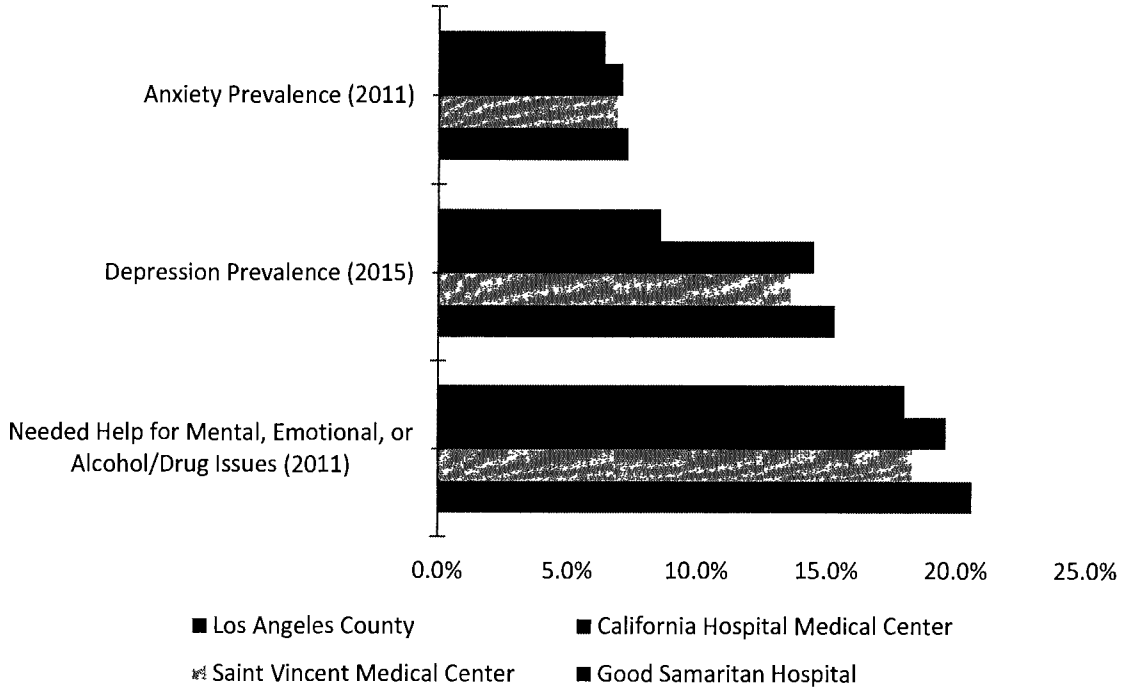
Homelessness

- Nearly one third of the homeless population in the joint service area have been diagnosed with a mental illness
- More than one in five homeless individuals in the joint service area have been diagnosed with a substance abuse issue



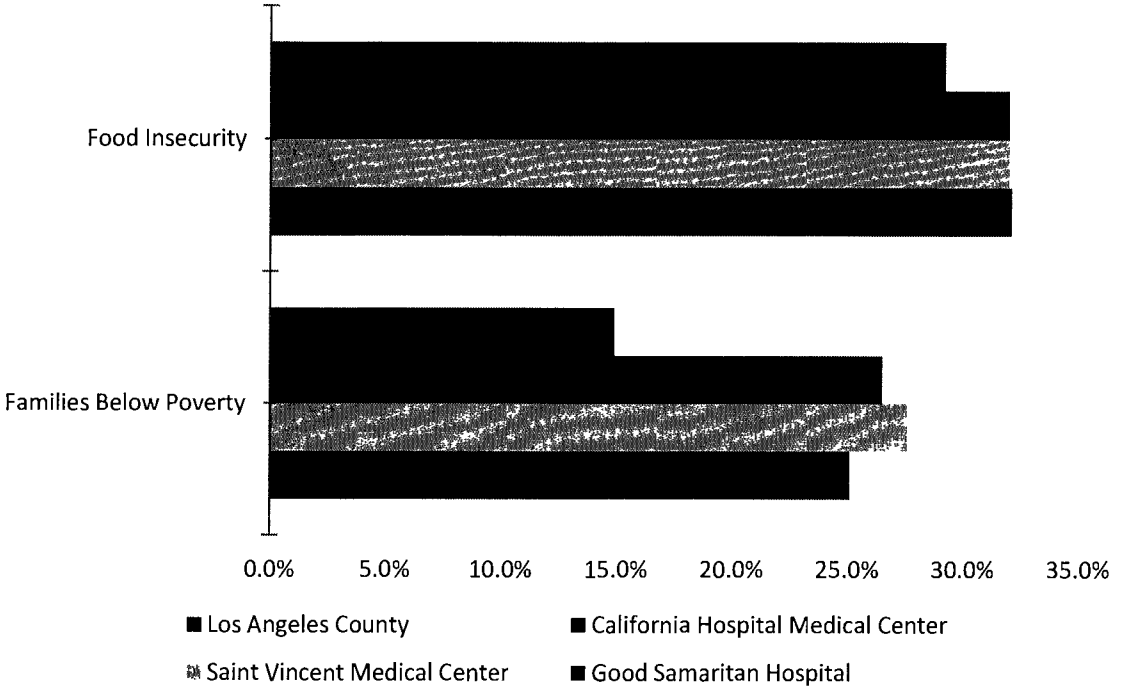
Mental Health

- A much greater proportion (15-17%) of residents in the joint service area were diagnosed with depression than in Los Angeles County (less than 10%).
- A greater proportion of the population in the joint service area needed help for mental, emotional or alcohol/drug issues than in Los Angeles County.



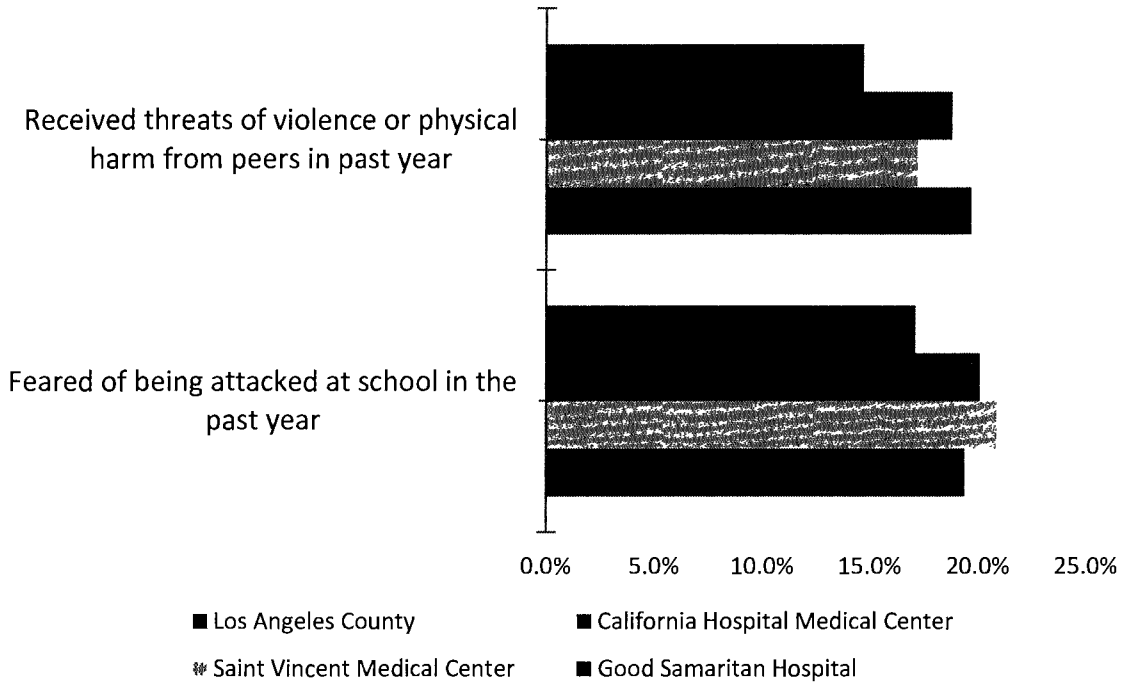
Poverty and Food Insecurity

- More than one in three families in the joint service area are food insecure.
- A much greater proportion of families in the joint service area (25.1% - 27.6%) are living below poverty than in Los Angeles County (14.9%).



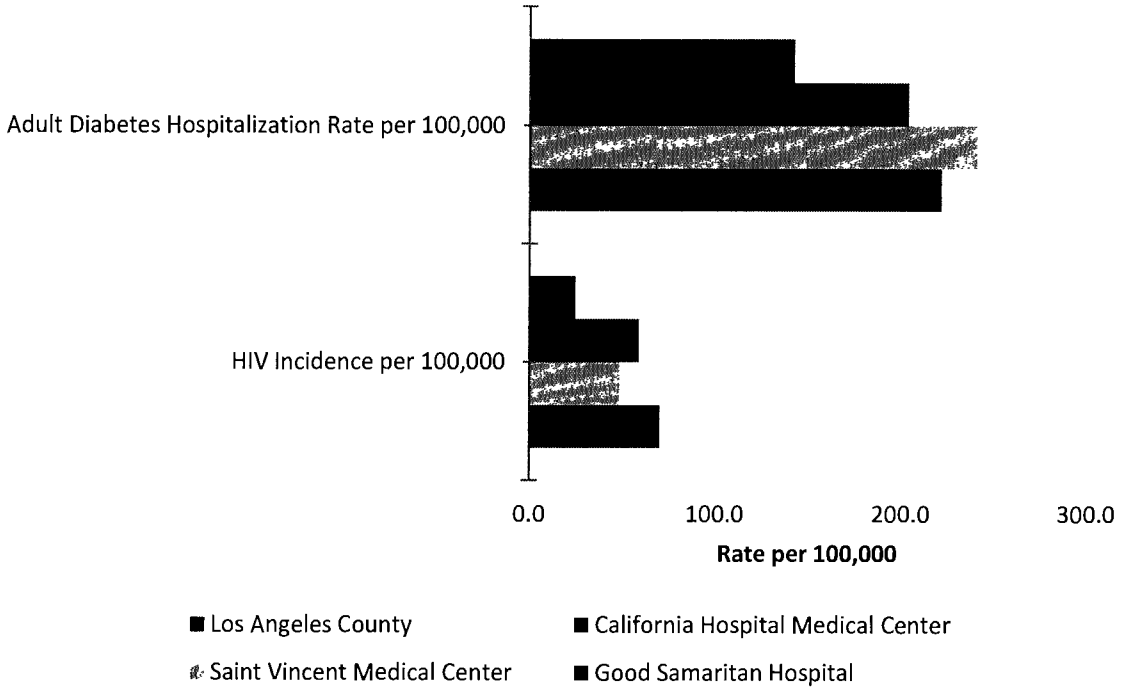
Teen Perceptions of Neighborhood and School Safety

- Nearly one in six teens surveyed in the joint service area received threats of violence or physical harm from peers, a higher proportion than in Los Angeles County .
- One in five teens in the joint service area feared being attacked at school in the past year, a higher proportion than in Los Angeles County.



Select Disease Rates

- Diabetes rates in the joint service area (203.9 to 241.1 per 100,000) are up to 70% higher than the rate in Los Angeles County (142.6 per 100,000).
- HIV Incidence in the joint service area (48.7 to 70.5 per 100,000) are up to 1.8 times higher than the incidence rate in Los Angeles County (24.9 per 100,000)..



Section B – In-depth Analysis

Access to Care (Health Care, Dental Care, and Preventive Health Care)

About Access to Health Care

Access to health care directly impacts the physical, social, and mental health status of patients. Further, the prevention of disease and disability, the detection and treatment of health conditions, quality of life, preventable death and life expectancy for individuals are all directly impacted by access to health care.[88]

Along with access to health care, following preventive practices such as having a regular source of care and timely physical and medical tests is important. Adequate, regular primary care can prevent the development of health problems and maintain positive health conditions.

[88] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=1. Accessed [August 1, 2016].

Access to Healthcare, Dental Care and Preventive Wellness Indicators

Indicators	Year	Comparison Level	Comparison Avg.	CHMC[1] Service Area	SVMC[2] Service Area	CHMC[3] Service Area
Medicare Beneficiaries[1]	2012	LAC	1.4%	0.8%	0.8%	0.8%
Uninsured Adults[2]	2014	LAC	16.1%	25.9%	26.1%	26.6%
Uninsured Children[3]	2011	LAC	6.4%	5.4%	3.9%	5.1%
Percent of adults 18 and older who do not have dental insurance[1]	2011	LAC	51.8%	60.7%	60.6%	61.4%
Percent of adults 18 and older unable to obtain dental care, including check-ups, in the past year because of affordability[3]	2011	LAC	30.3%	35.9%	35.0%	37.1%
Percent of children (3–17 years old) who were unable to afford dental care and check-ups in the past year[3]	2015	LAC	11.5%	13.5%	12.4%	14.6%
Saw Doctor, Nurse, or Other Health Care Professional in the Past Year[4]	2015	LAC	70.7%	65.6%	66.0%	64.7%
Saw Dentist or Visited Dental Clinic in the Past Year[4]	2015	LAC	59.3%	54.5%	51.5%	56.7%
Physically Active at Least One Hour Each Day in Last Week (Children 0-11)[5]	2014	LAC	26.4%	25.2%	25.9%	24.9%
Physically Active at Least One Hour Each Day in Last Week (Teens 12-17)[5]	2014	LAC	12.3%	17.2%	17.4%	18.0%
Ate Five or More Servings of Fruits and Vegetables in Past Day(Children 0-11)[6]	2012	LAC	55.4%	57.9%	58.4%	55.6%
Ate Five or More Servings of Fruits and Vegetables in Past Day (Teens 12-17)[6]	2012	LAC	19.7%	11.8%	9.9%	13.5%
Ate Five or More Servings of Fruits and Vegetables in Past Day (Adults)[6]	2012	LAC	14.7%	15.9%	12.6%	14.8%
Ate Fast Food 2 or More Times in the Past Week (Children 0-11)[5]	2014	LAC	40.6%	37.7%	38.4%	36.5%
Ate Fast Food 2 or More Times in the Past Week (Teens 12-17)[5]	2014	LAC	49.7%	57.6%	58.7%	55.5%
Ate Fast Food 2 or More Times in the Past Week (Adults)[5]	2014	LAC	41.7%	44.1%	46.4%	41.7%
Drink at least one soda or sweetened beverage a day (Age 0-11)	2014	LAC	39.2%	35.5%	44.3%	36.5%
Average Weekly Soda Consumption (Adults) - More than 7x in a week	2014	LAC	10.2%	12.1%	13.3%	11.2%
Percent of residents that car pooled, rode public transit, walked, biked, or other (minus "worked at home" and "drove alone")[6]	2016	LAC	22.3%	38.7%	44.7%	37.5%

[1]Data source: Managed Risk Medical Insurance Board
Data year: 2012
Source geography: ZIP Code
[2]Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA
[3]Data source: Los Angeles County Health Survey
Data year: 2014
Source geography: SPA
LAC=Los Angeles County
CA=California
[1]Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA
Data source: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA
[3]Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: SPA
[4] Data Source: Los Angeles County Health Survey
Data Year: 2015
Source Geography: SPA
LAC=Los Angeles County
[6]Data Source: Nielson Claritas Demographic Data
Data Year: 2015
Source Geography: ZIP

Geographic areas/subpopulations of greatest impact

- The ZIP codes where nearly a quarter or more of the population is uninsured are listed below:

CHMC Service Area	SVMC Service Area	GSH Service Area
90004-Hancock Park (27.9%)	90004-Hancock Park (27.9%)	90004-Hancock Park (27.9%)
90005-Koreatown (30.3%)	90005-Koreatown (30.3%)	90005-Koreatown (30.3%)
90006-Pico Heights (33.4%)	90006-Pico Heights (33.4%)	90006-Pico Heights (33.4%)
90010-Wilshire (25.0%)	90010-Wilshire (25.0%)	90010-Wilshire (25.0%)
90017-DTLA (32.0%)	90015-DTLA (30.9%)	90015-DTLA (30.9%)
90019-Country Club Park/Mid City (26.3%)	90017-DTLA (32.0%)	90017-DTLA (32.0%)
90020-Hancock Park (25.8%)	90019-Country Club Park/Mid City (26.3%)	90020-Hancock Park (25.8%)
90026-Echo Park/Silverlake (27.5%)	90020-Hancock Park (25.8%)	90026-Echo Park/Silverlake (27.5%)
90028-Hollywood (24.4%)	90026-Echo Park/Silverlake (27.5%)	90057-Westlake (33.4%)
90029-DTLA (29.5%)	90057-Westlake (33.4%)	90012-Chinatown (27.8%)
90031-Montecito Heights (30.2%)	90001-Los Angeles (31.8%)	90013-DTLA (24.5%)
90057-Westlake (33.4%)	90002-Los Angeles (31.0%)	90014-Los Angeles (25.7%)
90007-South Los Angeles (27.5%)	90003-South Los Angeles (31.4%)	90021-DTLA (28.2%)
90011-South Los Angeles (33.1%)	90007-South Los Angeles (27.5%)	90007-South Los Angeles (27.5%)
90016-West Adam (26.2%)	90011-South Los Angeles (33.1%)	90018-Jefferson Park (27.9%)
90018-Jefferson Park (27.9%)	90016-West Adam (26.2%)	
90037-South Los Angeles (31.7%)	90018-Jefferson Park (27.9%)	
90044-Athens (27.6%)	90037-South Los Angeles (31.7%)	
	90062-South Los Angeles (28.9%)	
	90044-Athens (27.6%)	

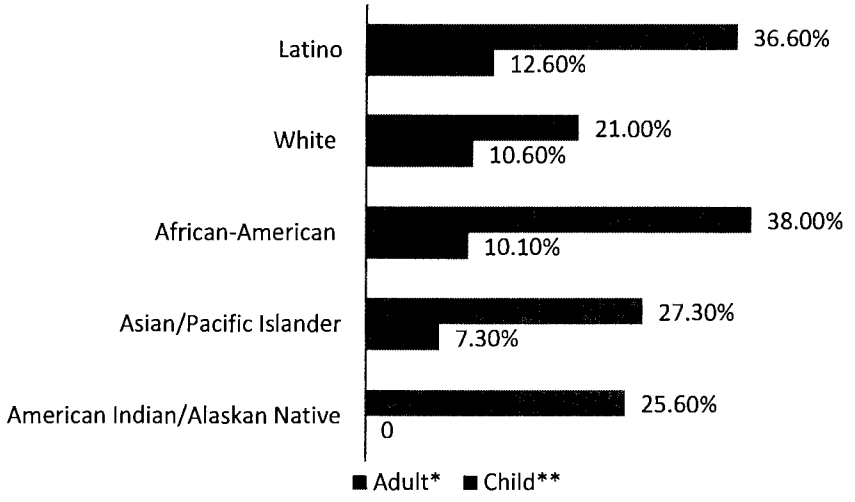
Data source: California Health Interview Survey
Data year: 2012
Source geography: ZIP Code

➢ The ZIP codes with the highest rates of preventable hospitalizations per 1,000 residents are listed below:

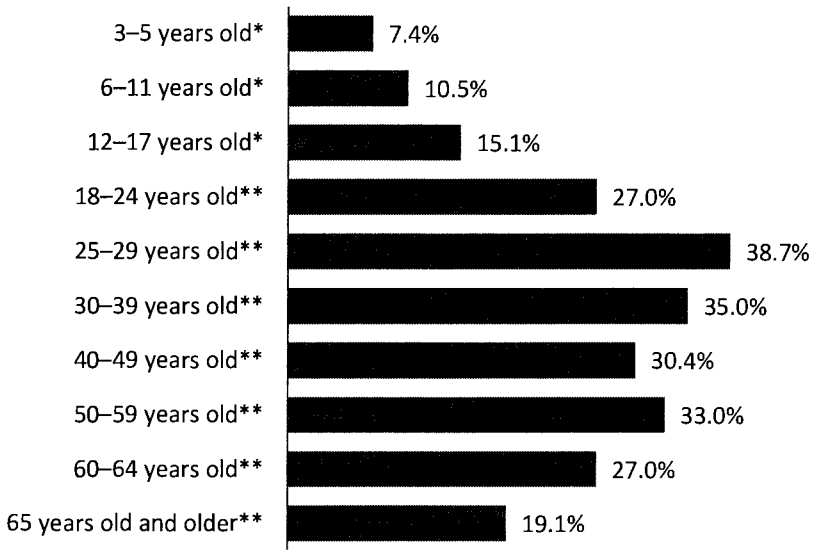
CHMC Service Area	SVMC Service Area	GSH Service Area
90008-Baldwin Hills/Crenshaw (24.4) 90044-Athens (21.7) 90018-Jefferson Park (21.1) 90016-West Adam (18.5) 90010-Wilshire (17.7) 90037-South Los Angeles (17.5)	90008-Baldwin Hills/Crenshaw (24.4) 90047-Los Angeles/West Athens (22.8) 90044-Athens (21.7) 90018-Jefferson Park (21.1) 90043-View Park/Windsor Hills (20.3) 90062-South Los Angeles (19.2) 90037-South Los Angeles (17.5)	90014-Los Angeles (26.2) 90018-Jefferson Park (21.1) 90013-Downtown Los Angeles (20.7) 90021-Downtown Los Angeles (18.6) 90010-Wilshire (17.7)

Source: California Office of Statewide Health Planning and Development
OSHPD Patient Discharge Data,
Data Year: 2012
Source Geography: ZIP Code

Unable to Afford Dental Care by Ethnicity, 2011, 2015

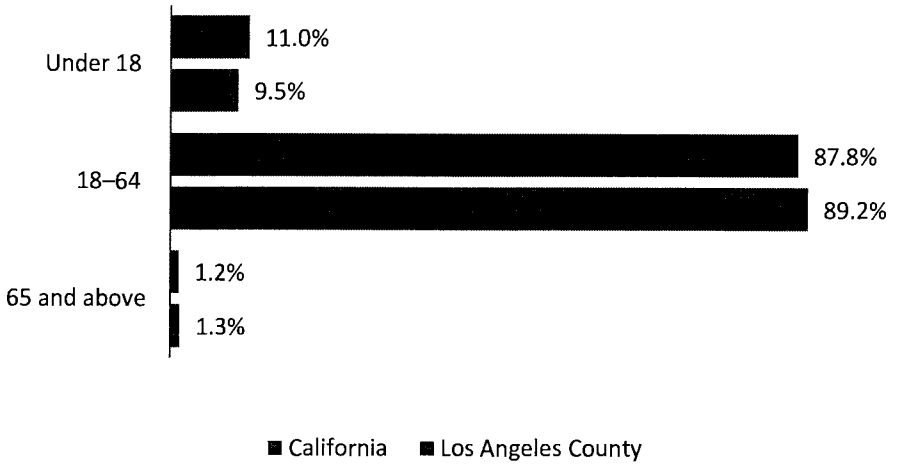


Unable to Afford Dental Care by Age, 2011, 2015



Data source: Los Angeles County Health Survey
*Data year: 2011
**Data year: 2015
Source geography: SPA

Uninsured, by Age, 2014



Data source: American Community Survey
Data year: 2014
Source geography: County

Community input

In focus groups and interviews, stakeholders discussed the particular barriers to care faced by the large undocumented community in the service area. Stakeholders explained that fear of deportation discourages individuals from seeking health care, an issue compounded by the fact that the county is reducing the number of programs that offer care to undocumented residents.

The linguistic and cultural diversity of the service area presents particular challenges with respect to access to and utilization of care. One stakeholder explained that there may be up to 50 different languages spoken in the service area. Therefore, residents may experience frustration or intimidation when clinics and hospitals lack staff with whom they can communicate. Furthermore, the resident population lacks access to health care that is culturally appropriate. Stakeholders expressed a need for more resources that form a bridge between American medical culture and the health care cultures of the residents in the area: simply translating the language is insufficient, and evidence-based practices that work with patients from the dominant American culture do not always translate to patients from other cultures.

With respect to health care benefits and insurance, many stakeholders explained that the process of enrolling in services can be very confusing and overwhelming, and therefore eligible individuals and families delay and stall out in the registration process. Often, clients do not have easy access to the internet, or encounter challenges in navigating the internet sites where they can most readily access enrollment information, either because the sites are complex or because they have been poorly translated into the user's language. Furthermore, because of the complexity of the process, sick individuals may wait to apply for health care benefits while hoping their health will improve. Due to this delay, residents may not have access to benefits when health care is most needed.

Employment represents another challenge for many individuals seeking health care. Stakeholders expressed that their service area population often do not receive paid time off to go to the doctors. Because clinic hours are open during typical business hours only (8am to 5pm), residents find it difficult to access health care outside of work hours.

Finally, a specific area of concern with respect to health care access was the availability and accessibility of prenatal, maternal and child care, specifically for Latinas and African American women in the service area.

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[1] California Health Medical Center

[2] St. Vincent Medical Center

[3] Good Samaritan Hospital

Alcohol and Substance Abuse

About alcohol and substance abuse

Substance abuse (defined as use of alcohol, tobacco, prescription or illicit substances) has a major impact on individuals, families and communities. Substance abuse is considered both a driver of poor health outcomes and an outcome in and of itself. Substance use and abuse are key determinants of a number of downstream additional poor health outcomes. The effects of substance abuse contribute significantly to costly social, physical, mental, and public health problems, including teenage pregnancy, HIV/AIDS, STDs, domestic violence, child abuse, motor vehicle accidents (unintentional injuries), physical fights, crime, homicide, and suicide. [89] Heavy alcohol consumption is an important determinant of future health needs, including cirrhosis, cancers, and untreated mental and behavioral health needs.

Drivers of individual and population substance use and abuse outcomes include gender, race and ethnicity, age, income level, educational attainment and sexual orientation. Substance abuse is also strongly influenced by interpersonal, household, and community dynamics including access to alcohol and drugs.

Tobacco use is known to cause cancer, heart disease, lung disease (such as emphysema, bronchitis, and chronic airway obstruction), premature birth, low birth weight, stillbirth, and infant death.[90] Additionally, secondhand smoke has been known to cause heart disease and lung cancer in adults and severe asthma attacks, respiratory infections, ear infections, and sudden infant death syndrome (SIDS) in infants and children.[91] Smokeless tobacco use such as chewing tobacco can also cause a variety of oral health problems, like cancer of the mouth and gums, tooth loss, and periodontitis. In addition, cigar smoking may cause cancer of the larynx, mouth, esophagus, and lung.[92]

[89] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at https://www.healthypeople.gov/2020/topics-objectives/topic/substance-abuse. Accessed [August 2, 2016].

[90] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=41. Accessed [August 1, 2016].

[91] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=41. Accessed [August 1, 2016].

[92] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=41. Accessed [August 1, 2016].

Statistical data

Alcohol and Substance Abuse Indicators

Indicators	Year	Comparison Level	Comparison Avg.	CHMC Service Area	SVMC Service Area	GSH Service Area
Percent of adults 18 and older who reported drinking at least once in the past month[1]	2015	LAC	51.9 %	45.7%	53.0%	46.1%
Percent of adults 18 and older who engaged in binge drinking in the past month[1]	2015	LAC	15.8 %	16.2%	15.1%	16.9%
Number of alcohol outlets per 1,000 persons[2]	2016	LAC	0.6	2.2	1.8	3.7
Adults Who Reported Misusing Any Form of Prescription Drugs in the Past Year[3]	2015	LAC	5.5%	6.9%	6.8%	7.0%
Adults Who Reported Using Any Form of Marijuana in the Past Year[3]	2015	LAC	11.6 %	13.9%	13.2%	14.5%
Teens Who Have Ever Tried Marijuana, Cocaine, Sniffing Glue, Other Drugs[4]	2012	LAC	14.7 %	23.2%	25.9%	20.7%
Percent of adults 18 and older who reported they needed or wanted treatment for an alcohol or drug issue (excluding tobacco) in the past five years[5]	2011	LAC	2.5%	2.9%	2.7%	3.1%
Percentage of the service area population currently smoking[6]	2015	LAC	13.3 %	13.8%	13.6%	13.9%

Data source[1]: Los Angeles County Health Survey
Data year: 2015
Source geography: SPA
Data source[2]: California Department of Alcoholic Beverage Control (ABC)
Data year: 2016
Source geography: ZIP Code
Data source[3]: Los Angeles County Health Survey
Data year: 2015
Source geography: SPA
Data source[4]: California Health Interview Survey
Data Year: 2012
Source geography: SPA
Data source[5]: Los Angeles County Health Survey
Data year: 2011
Source geography: SPA
Data source[6]: Los Angeles County Health Survey
Data year: 2015
Source geography. SPA

Geographic areas/subpopulations of greatest impact

- Rates of alcohol/drug-induced mental illness per 100,000 adults were highest in the ZIP codes shown below.

CHMC Service Area	SVMC Service Area	GSH Service Area
90046-Mount Olympus (205.9) 90028-Hollywood (190.6) 90008-Baldwin Hills/Crenshaw (172.1) 90016-West Adam (164.7)	90001-Los Angeles (680.4) 90008-Baldwin Hills/Crenshaw (172.1) 90016-West Adam (164.7)	90021-Downtown Los Angeles (802.6) 90013-Downtown Los Angeles (498.4) 90014-Los Angeles (463.2)

Data source: Office of Statewide Health Planning and Development (OSHPD)
Data year: 2012
Source geography: ZIP Code

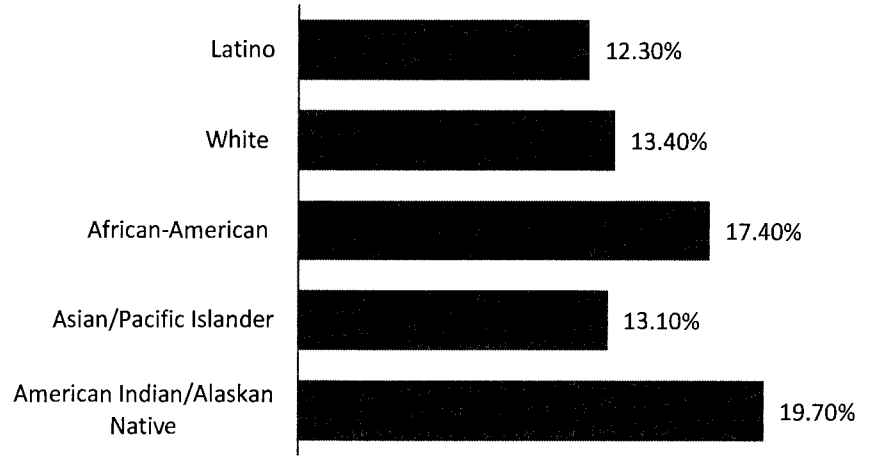
- Rates of alcohol outlets per 1,000 persons were highest in the ZIP codes shown below.

CHMC Service Area	SVMC Service Area	GSH Service Area
90010-Wilshire (11.8) 90028-Hollywood (6.4) 90005-Koreatown (3.3) 90046-Mount Olympus (2.7) 90017-Downtown Los Angeles (2.4) 90006-Pico Heights (2.0) 90027-Griffith Park/Los Feliz (2.0) 90004-Hancock Park (1.8)	90010-Wilshire (11.8) 90015-Downtown Los Angeles (3.7) 90005-Koreatown (3.3) 90017-Downtown Los Angeles (2.4) 90004-Hancock Park (1.8)	90010-Wilshire (11.8) 90021-Downtown Los Angeles (9.1) 90014-Los Angeles (5.9) 90012-Chinatown (4.8) 90013-Downtown Los Angeles (4.5) 90015-Downtown Los Angeles (3.7) 90005-Koreatown (3.3)

Data source: Office of Statewide Health Planning and Development (OSHPD)
Data year: 2012
Source geography: ZIP Code

Tobacco Use by Ethnicity, 2015

Tobacco Use by Ethnicity, 2015



Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: County

Associated drivers and risk factors

Substance abuse (defined as use of alcohol, tobacco, prescription or illicit substances) has a major impact on individuals, families, and communities. The effects of substance abuse contribute significantly to costly social, physical, mental, and public health problems, including teenage pregnancy, HIV/AIDS, STDs, domestic violence, child abuse, motor vehicle accidents (unintentional injuries), physical fights, crime, homicide, and suicide. Heavy alcohol consumption is an important determinant of future health needs, including cirrhosis, cancers, and untreated mental and behavioral health needs. In addition to

considerable health implications, substance abuse has been a major focal point in discussions about social values: people argue over whether substance abuse is a disease with genetic and biological foundations or a matter of personal choice.[93]

Community input

Stakeholders identified the homeless as a population with a great need for alcohol and substance use services, particularly because homeless individuals cannot enter transitional housing if they are dealing with substance use issues.

Access to alcohol and substance use programs is a challenge in the service area because the community in general does not know where to go to seek treatment and beds are limited in inpatient facilities. Moreover, the high cost of treatment makes it out of reach for most residents; specific populations, including transgender individuals, lack welcoming and responsive substance abuse and alcohol treatment facilities, and the long wait list for low-cost treatment discourages potential patients.

Finally, stakeholders indicated that cultural shifts, including the increasing acceptance of vaping and marijuana smoking, are influencing access to, and use of, drugs and alcohol by teenagers.

[93] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at https://www.healthypeople.gov/2020/topics-objectives/topic/substance-abuse. Accessed [August 2, 2016].

Cancer

About Cancer

Cancer is the second leading cause of death in the United States, claiming the lives of more than half a million Americans every year[94]. In 2009, cancer incidence rates per 100,000 persons indicate that the three most common cancers among men in the United States are prostate cancer (137.7), lung cancer (64.3), and colorectal cancer (42.5). Among women, the leading causes of cancer deaths are breast cancer (123.1), lung cancer (54.1), and colorectal cancer (37.1).[95] Research has shown that early detection through regular cancer screenings can help reduce the number of new cancer cases and, ultimately, deaths.[96] Research has also shown that cancer is associated with certain diseases and behaviors including obesity, tobacco, alcohol, certain chemicals, some viruses and bacteria, a family history of cancer, poor diet, and lack of physical activity.[97]

Statistical data

Volume of Cancer Surgeries Performed at Metro Hospital Collaborative, 2014

Type of Cancer	Comparison Level	Comparison Avg.	CHMC Service Area	SVMC Service Area	GSH Service Area
Breast	LAC	43.2%	76.4%	13.6%	23.3%
Prostate	LAC	14.8%	2.9%	1.6%	2.2%
Colon	LAC	13.8%	8.6%	31.2%	22.2%
Lung	LAC	6.4%	1.4%	6.4%	5.6%
Brain	LAC	5.4%	2.1%	9.6%	6.7%
Rectum	LAC	4.5%	4.3%	8.8%	6.7%
Liver	LAC	3.5%	0.7%	1.6%	16.7%
Stomach	LAC	3.1%	2.9%	20.8%	12.2%
Bladder	LAC	2.5%	0.0%	0.0%	0.0%
Pancreas	LAC	2.0%	0.7%	6.4%	4.4%
Total	LAC	99.2%	100.0%	100.0%	100.0%

Data source: Office of Statewide Health Planning and Development (OSHPD)
Data year: 2014
Source geography: Hospital

[94] Centers for Disease Control and Prevention. (2015). *Using Science to Reduce the Burden of Cancer.* Atlanta, GA. Available at http://www.cdc.gov/Features/CancerResearch/. Accessed [August 1, 2016].

[95] Centers for Disease Control and Prevention. (2013). *Invasive Cancer Incidence.* Atlanta, GA. Available at http://www.cdc.gov/mmwr/preview/mmwrhtml/mm6207a1.htm. Accessed [August 1, 2016].

[96] Centers for Disease Control and Prevention. (2015). *Cancer Prevention.* Atlanta, GA. Available at http://www.cdc.gov/cancer/dcpc/prevention/index.htm. Accessed [August 1, 2016].

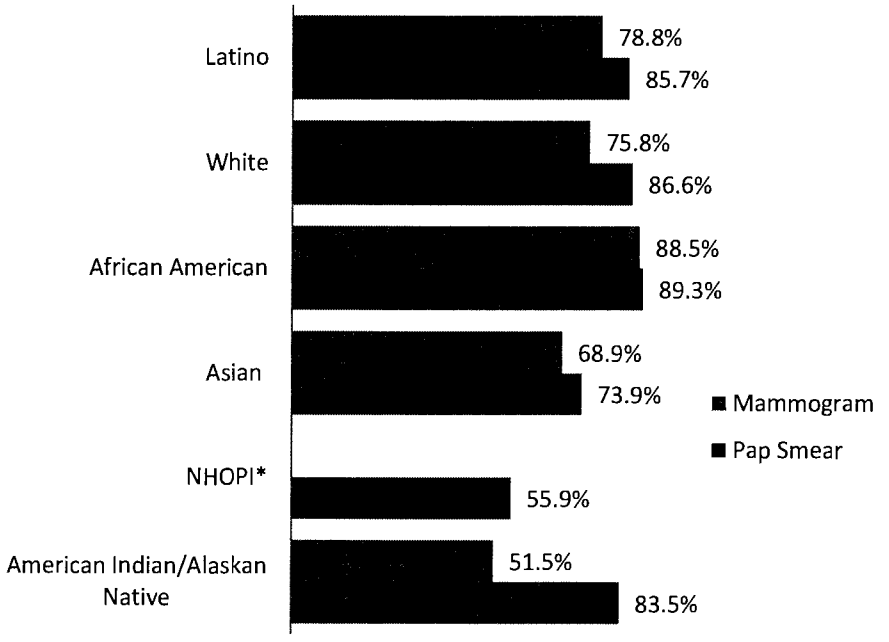
[97] National Cancer Institute. (2015). *Cancer Prevention Overview.* Available at http://www.cancer.gov/cancertopics/pdq/prevention/overview/patient/page3. Bethesda, MD. Accessed [August 1, 2016].

Geographic areas/subpopulations of greatest impact

- Cancer mortality rates (by percent of deaths cancer-related) are highest in the ZIP codes listed below. In the state of California, 23.7% of deaths in 2012 were cancer-related.

CHMC Service Area	SVMC Service Area	GSH Service Area
90020-Hancock Park (33.1%) 90029-Downtown Los Angeles (27.8%) 90010-Wilshire (26.7%) 90006-Pico Heights (26.6%) 90004-Hancock Park (26.1%) 90019-Country Club Park/Mid City (25.7%) 90008-Baldwin Hills/Crenshaw (25.7%)	90020-Hancock Park (33.1%) 90010-Wilshire (26.7%) 90006-Pico Heights (26.6%) 90004-Hancock Park (26.1%) 90019-Country Club Park/Mid City (25.7%) 90008-Baldwin Hills/Crenshaw (25.7%) 90044-Athens (25.7%) 90047-Los Angeles/West Athens (25.6%)	90020-Hancock Park (33.1%) 90010-Wilshire (26.7%) 90006-Pico Heights (26.6%) 90004-Hancock Park (26.1%) 90012-Chinatown (24.5%)

Percent of Women Who Reported Having a Pap Smear or Mammogram in the Past 3 or 2 Years, Respectively, 2015



*Data unavailable
Data Source: Los Angeles County Health Survey
Data Year: 2015
Source Geography: SPA

Associated drivers and risk factors

A primary method of preventing cancer is screening for cervical, colorectal, and breast cancers[98]. The most common risk factors for cancer include growing older, obesity, tobacco, alcohol, sunlight exposure, certain chemicals, some viruses and bacteria, family history of cancer, poor diet, and lack of physical activity[99].

Community input

Stakeholders observed that there may be a lack of knowledge in the community about the causes of cancer and ways that individuals can reduce their likelihood of developing cancers through various activities. Stakeholders pointed out that unfortunately, however, a number of contextual factors in the community contribute to cancer incidence, including lack of access to healthy food and poor air quality.

Stakeholders observed that they see less successful linkage to care and continuity in care—specifically for cancer--among low-income populations, populations that do not speak English, and populations with cultural backgrounds that differ from the norms in the health care environment. Additionally, the LGBT

[98] Centers for Disease Control and Prevention. Cancer Prevention. Atlanta, GA. Available at http://www.cdc.gov/cancer/dcpc/prevention/index.htm. Accessed [August 7, 2016].

[99] National Cancer Institute. Risk Factors for Cancer. Bethesda, MD. Available at http://www.cancer.gov/about-cancer/causes-prevention/risk. Accessed [August 7, 2016].

community experiences unique challenges in accessing cancer screenings and care. Stakeholders recognize a need for greater cultural competency among care providers.

While gains made in coverage (through ACA, Medicaid) may have positively impacted individuals' ability to access screenings for prostate, breast and cervical cancer, providers have not seen an increase in clients' utilization of these screenings. Stakeholders explained this may be due to cutbacks in services or long waitlists for screenings that discourage patients from following up. Alternatively, it may be because patients don't know if/that their insurance covers screenings and cancer treatment. Additionally, stakeholders have observed a lack of community education around cancer screenings, and some stigma around screening providers like Planned Parenthood, that may be discouraging people from accessing preventive care.

Cardiovascular Disease (including Hypertension and Cholesterol)

About cardiovascular disease–*Why is it important?*

Cardiovascular disease—also called heart disease and coronary heart disease—includes several health conditions related to plaque buildup in the walls of the arteries, or atherosclerosis. As plaque builds up, the arteries narrow, restricting blood flow and creating the risk of heart attack. Currently, more than one in three adults (81.1 million) in the United States lives with one or more types of cardiovascular disease. In addition to being one of the leading causes of death in the United States, heart disease results in serious illness and disability, decreased quality of life, and hundreds of billions of dollars in economic loss every year.[1]

Cardiovascular disease encompasses and/or is closely linked to a number of health conditions that include arrhythmia, atrial fibrillation, cardiac arrest, cardiac rehab, cardiomyopathy, cardiovascular conditions in childhood, high cholesterol, congenital heart defects, diabetes, heart attack, heart failure, high blood pressure, HIV, heavy alcohol consumption, metabolic syndrome, obesity, pericarditis, peripheral artery disease (PAD), and stroke.[2]

Statistical data

Cardiovascular Disease Indicators

Indicators	Year	Comparison Level	Comparison Avg.	CHMC Service Area	SVMC Service Area	GSH Service Area
Heart disease prevalence[1]	20014	LAC	5.7%	4.7%	6.0%	3.5%
Heart disease management[1]	2014	LAC	55.5%	58.1%	60.0%	59.7%
Rate of heart disease mortality per 10,000 persons[2]	2012	CA	15.5	14.9	14.3	16.3
Rate of hospitalizations resulting from heart failure per 100,000 persons[3]	2012	LAC	366.6	376.6	403.6	398.2
Hypertension prevalence[4]	2015	LAC	23.5%	23.2%	23.6%	22.8%
Cholesterol Prevalence[4]	2015	LAC	25.2%	24.6%	24.0%	25.1%
Cholesterol Management[4]	2009	LAC	68.7%	69.0%	71.3%	67.5%

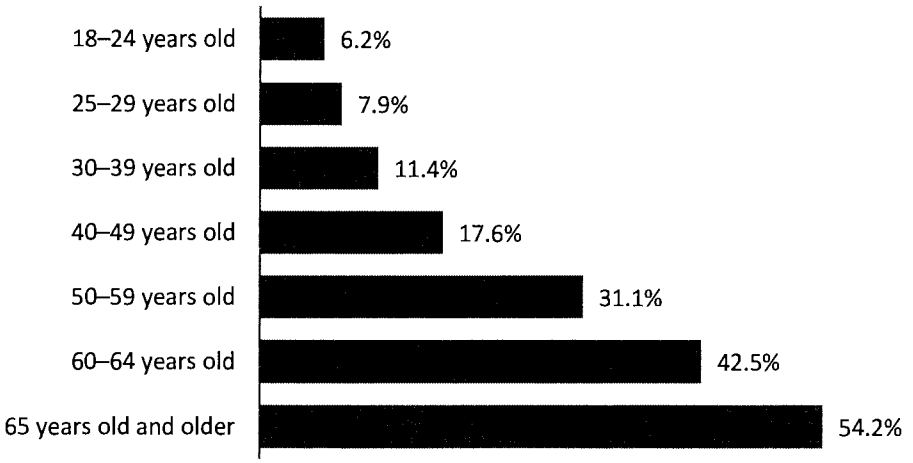
[1] Data source: California Health Interview Survey (CHIS)
Data year: 2014
Source geography: SPA
[2]Data source: California Department of Public Health (CDPH)
Data year: 2012
Source geography: ZIP Code
[3]Data source: Office of Statewide Health Planning and Development (OSHPD)
Data year: 2012
Source geography: ZIP Code
[4]Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: SPA
LAC=Los Angeles County
CA=California

Geographic areas/subpopulations of greatest impact

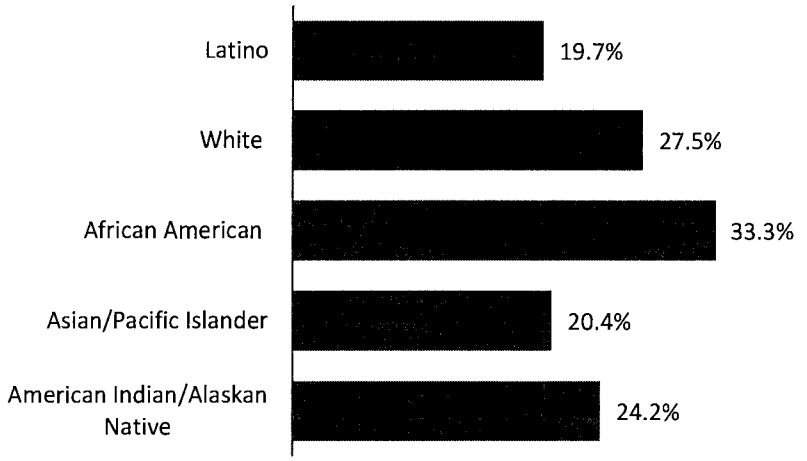
- Hospitalizations resulting from heart failure per 100,000 adults are highest when compared to California (339.0) in the ZIP codes shown below.

CHMC Service Area	SVMC Service Area	GSH Service Area
90008-Baldwin Hills/Crenshaw (728.9) 90044-Athens (570.6) 90018-Jefferson Park (515.8) 90027-Griffith Park/Los Feliz (502.2)	90008-Baldwin Hills/Crenshaw (728.9) 90047-Los Angeles/West Athens (673.4) 90062-South Los Angeles (620.1) 90043-View Park-Windsor Hills (572.3) 90044-Athens (570.6) 90018-Jefferson Park (515.8)	90021-Downtown Los Angeles (985.0) 90014-Los Angeles (743.9) 90013-Downtown Los Angeles (693.0)

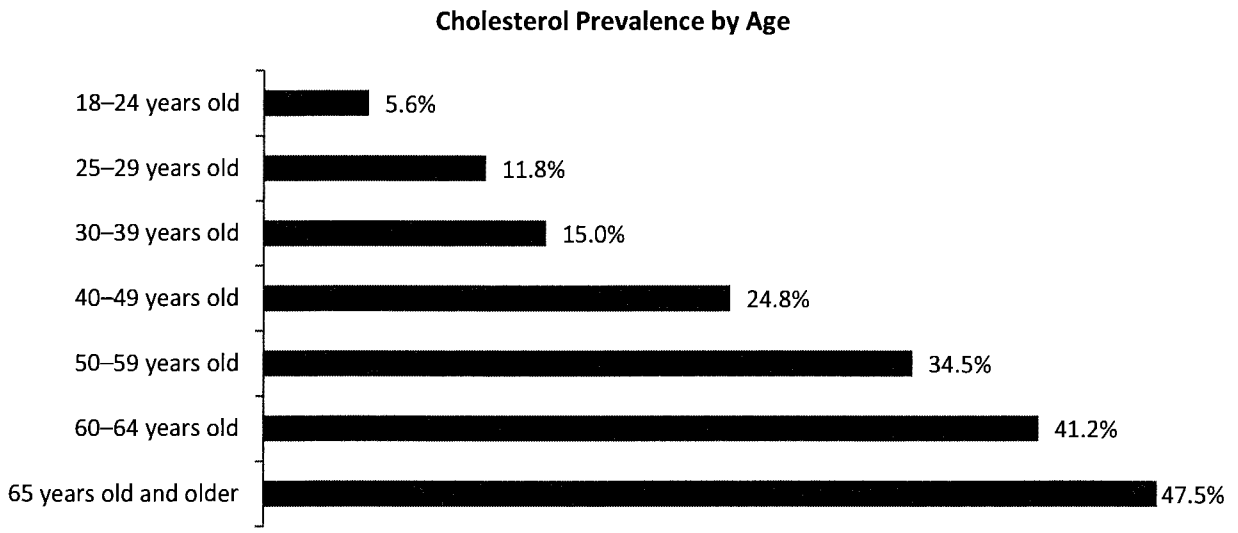
Hypertension Prevalence by Age, 2015



Hypertension Prevalence by Ethnicity, 2015



Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: County



Associated drivers and risk factors

The leading risk factors for heart disease are high blood pressure, high cholesterol, smoking, diabetes, poor diet, physical inactivity, and overweight and obesity. Cardiovascular disease is closely linked with and can often lead to stroke.[3]

Community input

Stakeholders called for efforts to expand education around the underlying causes of cardiovascular disease (diet, lack of physical exercise), subpopulations at higher risk (Latina women, young Black males) and the disease process (slowly cumulative over time, manageable through diet and exercise). At the same time, community members discussed the influence of culture and tradition on diet which may influence cardiovascular disease risk. Stakeholders recommended the implementation of health education and outreach campaigns via Spanish and Korean television and radio stations

Stakeholders observed that the built environment in the Metro communities serves as a constraint on dietary choices. For example, there are very few outlets selling affordable healthy ingredients when compared to the number of fast food outlets and liquor stores. Additionally, lifestyle factors including long, stressful workdays make it difficult to allocate time for cooking dinner or engaging in exercise.

Multiple factors in addition to a lack of time limit residents' engagement in physical activity. Principally, the environment in their communities. Fear of violence in the community, lack of safe green space, lack of affordable/free indoor recreational facilities as well as the high incidence of pedestrian injury discourage people from exercising in the community.

[1] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at [http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=21]. Accessed [February 28, 2013].

[2] Ibid.

Cultural and Linguistic Barriers

About Cultural and Linguistic Barriers

According to the National Standards for Culturally and Linguistically Appropriate Services, culture is defined in terms of racial, ethnic and linguistic groups, as well as geographical, religious and spiritual, biological and sociological characteristics[100]. With the Institute of Medicine's publication of Unequal Treatment in 2003, culturally and linguistically appropriate services gained recognition as an important way to help address the persistent disparities faced by our nation's diverse communities. There have also been rapid changes in demographic trends in the U.S. in the last decade. Additionally, national accreditation standards for professional licensure in the fields of medicine and nursing, and health care policies, such as the Affordable Care Act, have also helped to underscore the importance of cultural and linguistic competency as part of high quality health care and services[101].

Cultural and Linguistic Barriers

Indicators	Year	Comparison Level	Comparison Avg.	CHMC Service Area	SVMC Service Area	GSH Service Area
Difficulty Understanding Doctor	2014	LAC	3.2%	3.6%	3.6%	3.8%
Speak English at Home	2016	LAC	42.9%	34.2%	32.5%	33.5%
Speak Asian/Pacific Islander at Home	2016	LAC	10.9%	11.8%	13.0%	19.2%
Speak Indo-European at Home	2016	LAC	5.6%	4.8%	1.8%	2.9%
Speak Spanish at Home	2016	LAC	39.6%	48.3%	51.9%	43.6%
Speak Other Language at Home	2016	LAC	1.1%	1.0%	0.8%	0.7%

Data Source: Los Angeles County Health Survey
Data Year: 2015
Source Geography: SPA

Geographic areas/subpopulations of greatest impact

- The percentage of households who speak English at home is 42.9%. The following geographies in each service area have a percentage of households who speak English at home well below the average for Los Angeles County.

CHMC Service Area	SVMC Service Area	GSH Service Area
90006 – Pico Heights (10.2%)	90006 – Pico Heights (10.2%)	90006 – Pico Heights (10.2%)
90011 – South Los Angeles (11.5%)	90011 – South Los Angeles (11.5%)	90057 – Westlake (13.0%)
90057 – Westlake (13.0%)	90001 – Los Angeles (12.9%)	90005 – Koreatown (17.1%)
90031 – Montecito Heights (16.1%)	90057 – Westlake (13.0%)	90017 – Downtown Los Angeles (17.9%)
90005 – Koreatown (17.1%)	90005 – Koreatown (17.1%)	90020 – Hancock Park (19.9%)
90017 – Downtown Los Angeles (17.9%)	90017 – Downtown Los Angeles (17.9%)	
90020 – Hancock Park (19.9%)	90020 – Hancock Park (19.9%)	
90029 – Downtown Los Angeles (20.4%)	90010 – Wilshire (21.5%)	

[100] U.S. Department of Health and Human Services. Office of Minority Health. Available at https://www.thinkculturalhealth.hhs.gov/pdfs/NationalCLASStandardsFactSheet.pdf. Accessed [August 29, 2016]

[101] U.S. Department of Health and Human Services. Office of Minority Health. Available at https://www.thinkculturalhealth.hhs.gov/pdfs/NationalCLASStandardsFactSheet.pdf. Accessed [August 29, 2016]

Community Input

Stakeholders discussed a need for greater understanding among the health care community of the ways in which gender dynamics and social roles in non-majority cultures impact relationships between health care providers and patients, as well as the implementation of health care recommendations beyond the doctor visit. For example, among many new immigrant families, gender role norms dictate that the male is dominant in the family; this can complicate health behavior recommendations for women if the provider is not cognizant of the impact gender role norms might have on a woman's ability to treat a personal health issue or an issue affecting her child.

Diabetes

About diabetes

Diabetes affects an estimated 23.6 million people and is the seventh leading cause of death in the United States. Diabetes lowers life expectancy by up to 15 years, increases the risk of heart disease by two to four times, and is the leading cause of kidney failure, lower-limb amputations, and adult-onset blindness.[1] A diabetes diagnosis can indicate an unhealthy lifestyle—a risk factor for further health issues—and is also linked to obesity.

Given the steady rise in the number of people with diabetes, and the earlier onset of Type 2 diabetes, there is growing concern about substantial increases in diabetes-related complications and their potential to impact and overwhelm the health care system. There is a clear need to take advantage of recent discoveries about the individual and societal benefits of improved diabetes management and prevention by bringing life-saving findings into wider practice, and complementing those strategies with efforts in primary prevention among those at risk for developing diabetes.[2]

In addition, evidence is emerging that diabetes is associated with other co-morbidities, including cognitive impairment, incontinence, fracture risk, and cancer risk and prognosis.[3]

Statistical data

Diabetes Indicators

Indicators	Year	Comparison Level	Comparison Avg.	CHMC Service Area	SVMC Service Area	GSH Service Area
Percent of adults 18 and over ever diagnosed with diabetes (diabetes prevalence)[1]	2015	LAC	9.8%	11.5%	11.8%	11.7%
Rate of adult diabetes hospitalizations per 100,000 persons[2]	2012	CA	142.6	203.9	241.1	221.8
Rate of hospitalizations resulting from uncontrolled diabetes per 100,000 persons[2]	2012	CA	8.6	18.9	21.0	21.2
Rate of youth diabetes hospitalizations per 100,000 persons[2]	2012	CA	31.2	21.8	24.1	17.9
Rate of diabetes mortality per 10,000 persons[3]	2012	CA	2.1	2.7	2.7	2.5

[1]Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: SPA
[2]Data source: Office of Statewide Health Planning and Development (OSHPD)
Data year: 2012
Source geography: ZIP Code
[3]Data source: California Department of Public Health (CDPH)
Data year: 2012
Source geography: ZIP Code

Geographic areas/subpopulations of greatest impact

- Adult diabetes hospitalization rates per 100,000 persons were highest compared to the California average (142.6) in the ZIP codes shown below.

CHMC Service Area	SVMC Service Area	GSH Service Area
90018-Jefferson Park (363.2) 90008-Baldwin Hills/Crenshaw (353.5) 90044-Athens (328.7) 90016-West Adam (314.7) 90037-South Los Angeles (302.3) 90010-Wilshire (252.2) 90011-South Los Angeles (220.9)	90047-Los Angeles/West Athens (388.0) 90018-Jefferson Park (363.2) 90002-Los Angeles (357.7) 90008-Baldwin Hills/Crenshaw (353.5) 90044-Athens (328.7) 90037-South Los Angeles (302.3) 90043-View Park-Windsor Hills (298.4) 90001-Los Angeles (259.3)	90014-Los Angeles (449.1) 90013-Downtown Los Angeles (389.3) 90018-Jefferson Park (363.2) 90021-Downtown Los Angeles (328.3) 90010-Wilshire (252.2)

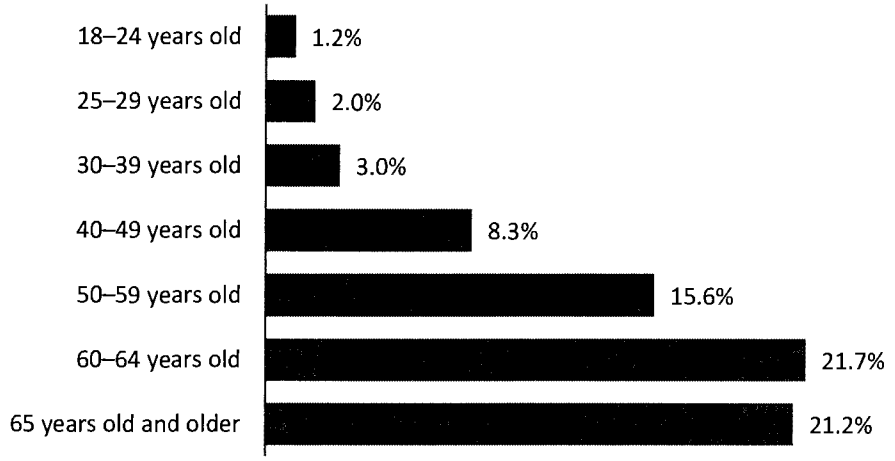
- Diabetes hospitalization resulting from uncontrolled diabetes rates per 100,000 persons were highest compared to the California average (8.6) in the ZIP codes shown below.

CHMC Service Area	SVMC Service Area	GSH Service Area
90018-Jefferson Park (44.4) 90044-Athens (33.0) 90017-Downtown Los Angeles (28.0) 90016-West Adam (27.1) 90008-Baldwin Hills/Crenshaw (25.0) 90057-Westlake (24.3) 90037-South Los Angeles (18.6)	90018-Jefferson Park (44.4) 90044-Athens (33.0) 90017-Downtown Los Angeles (28.0) 90016-West Adam (27.1) 90043-View Park/Windsor Hills (26.7) 90008-Baldwin Hills/Crenshaw (25.0)	90013-Downtown Los Angeles (46.7) 90018-Jefferson Park (44.4) 90021-Downtown Los Angeles (36.5) 90017-Downtown Los Angeles (28.0) 90012-Chinatown (27.6) 90057-Westlake (24.3)

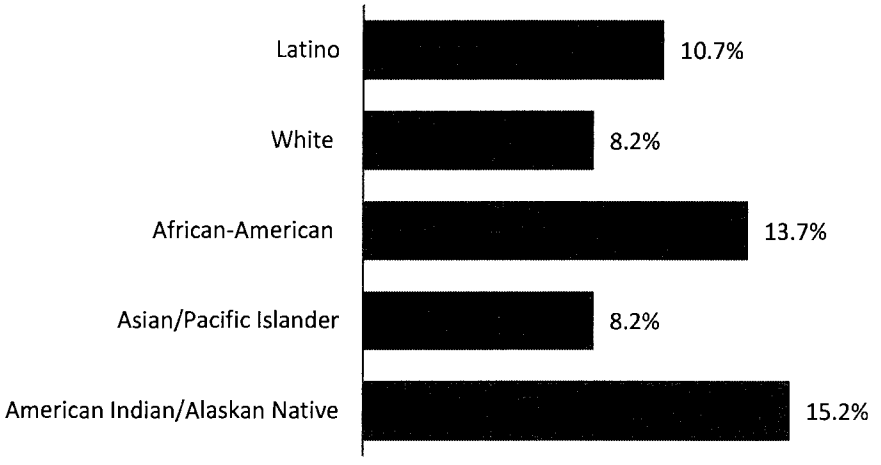
- Diabetes mortality rates per 10,000 persons were highest compared to the California average (2.1) in the ZIP codes shown below.

CHMC Service Area	SVMC Service Area	GSH Service Area
90010-Wilshire (6.3) 90008-Baldwin Hills/Crenshaw (4.1) 90018-Jefferson Park (3.7)	90010-Wilshire (6.3) 90008-Baldwin Hills/Crenshaw (4.1) 90062-South Los Angeles (3.8) 90043-View Park-Windsor Hills (3.8) 90018-Jefferson Park (3.7)	90010-Wilshire (6.3) 90021-Downtown Los Angeles (3.7) 90018-Jefferson Park (3.7)

Diabetes Prevalence by Age, 2015



Diabetes Prevalence by Ethnicity, 2015



Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: County

Associated drivers

Factors associated with diabetes include being overweight, having high blood pressure, high cholesterol, high blood sugar (or glucose), physical inactivity, smoking, unhealthy eating, age, race, gender, and having a family history of diabetes.[4]

Community input

As with cardiovascular disease, diet is a principal determinant of diabetes. Diet is shaped by both the food environment (what is available for purchase in a community) and cultural practices. The service area is home to many cultural communities. Stakeholders called for the implementation of outreach and

education efforts that illustrate strategies for healthier diets that reflect residents' cultural backgrounds. Additionally, stakeholders acknowledged that residents' access to healthy food is limited by cost, and acknowledged a need for affordable fruits and vegetables. Moreover, stakeholders observed that clients in the service lack an understanding of the diabetes disease process. Stakeholders have called for greater education around the relationship between diet and diabetes, as well as diabetes co-morbidities.

Stakeholders acknowledged that the costs of diabetes medication are prohibitive for lower-income residents, particularly the undocumented and uninsured populations. Additionally, individuals experiencing homelessness and housing instability face challenges in maintaining diabetes care because they do not have access to refrigeration for their medications.

[1] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=32. Accessed [February 26, 2013].

[2] Ibid.

[3] Ibid.

Food Insecurity

About Food Insecurity

According to the United States Department of Agriculture, food insecurity is explicitly defined as a household-level economic and social condition of limited or uncertain access to adequate food[102]. The defining characteristic of very low food security is that, at times during the year, the food intake of household members is reduced and their normal eating patterns are disrupted because the household lacks money and other resources for food.[103]

Food Insecurity

Indicators	Year	Comparison Level	Comparison Avg.	CHMC Service Area	SVMC Service Area	GSH Service Area
Households with Incomes <300% Who are Food Insecure	2015	LAC	29.2%	32.0%	32.0%	32.1%

Data Source: Los Angeles County Health Survey
Data Year: 2015
Source Geography: SPA

Community Input

Stakeholders explained that food insecurity in the service area results from the compounded impact of low income and a lack of affordable healthy food.

[102] United States Department of Agriculture. Economic Research Service. Washington D.C. Available at: http://www.ers.usda.gov/topics/food-nutrition-assistance/food-security-in-the-us/definitions-of-food-security.aspx. Accessed [August 29, 2016].

[103] United States Department of Agriculture. Economic Research Service. Washington D.C. Available at: http://www.ers.usda.gov/topics/food-nutrition-assistance/food-security-in-the-us/definitions-of-food-security.aspx. Accessed [August 29, 2016].

Healthy Behavior (includes Physical Activity)

About Healthy Behaviors

The Nutrition and Weight Status objectives for Healthy People 2020 reflect strong science supporting the health benefits of eating a healthful diet and maintaining a healthy body weight. The objectives also emphasize that efforts to change diet and weight should address individual behaviors, as well as the policies and environments that support these behaviors in settings such as schools, worksites, health care organizations, and communities. The goal of promoting healthful diets and healthy weight encompasses increasing household food security and eliminating hunger[104].

Healthy Behaviors

Indicators	Year	Comparison Level	Comparison Avg.	CHMC Service Area	SVMC Service Area	GSH Service Area
Physically Active at Least One Hour Each Day in Last Week (Children 0-11)[1]	2014	LAC	26.4%	25.2%	25.9%	24.9%
Physically Active at Least One Hour Each Day in Last Week (Teens 12-17)[1]	2014	LAC	12.3%	17.2%	17.4%	18.0%
Ate Five or More Servings of Fruits and Vegetables in Past Day (Children 0-11)[2]	2012	LAC	55.4%	57.9%	58.4%	55.6%
Ate Five or More Servings of Fruits and Vegetables in Past Day (Teens 12-17)[2]	2012	LAC	19.7%	11.8%	9.9%	13.5%
Ate Five or More Servings of Fruits and Vegetables in Past Day (Adults 18+)[2]	2012	LAC	14.7%	15.9%	12.6%	14.8%
Obtained recommended amount of aerobic exercise and muscle-strengthening (Children and Teens 6-17)[1]	2014	LAC	17.7%	16.4%	16.9%	16.4%
Obtained recommended amount of aerobic exercise and muscle-strengthening (Adults 18+)[1]	2014	LAC	34.1%	33.5%	31.7%	33.0%

Data Source: California Health Interview Survey 2014[1], 2012[2]
Data Year: 2012, 2014
Source Geography: SPA

Community Input

One focus group identified that Latinos are particularly impacted by poor health behaviors. They listed that their current diet does not provide as much nutrition as it could, and that the community would benefit from more information, more nutritional education, and more knowledge about where to buy affordable healthy foods in the community. One woman explained that she has been taking advantage of the Clinica de Control de Ninos, an organization that helped her understand what her children should be eating to be healthy. They also explained that Leichty Middle school provides parent classes,

[104] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at https://www.healthypeople.gov/2020/topics-objectives/topic/nutrition-and-weight-status. Accessed [August 29, 2016].

nutrition and cardiovascular classes for parents, as well as child care. The school also brings in mobile dental care clinics."

Stakeholders explained that time constraints, costs of healthy food and medical care, and easy access to cheap, unhealthy food, contribute to the poor eating behaviors. However, there is an observed growing interest in healthy foods and fitness, reflected in the growing popularity of farmers' markets and Zumba studios.

Homelessness

About Homelessness

A homeless individual is defined as "an individual who lacks housing (without regard to whether the individual is a member of a family), including an individual whose primary residence during the night is a supervised public or private facility (e.g., shelters) that provides temporary living accommodations, and an individual who is a resident in transitional housing." More than 20 percent of the nation's homeless population is now living in California, an estimated 115,738 people. More than 43,000 of them live in Los Angeles County—the largest concentration in the United States [105][2].

Statistical data

Homelessness and Housing Indicators

Indicators	Year	Comparison Level	Comparison Avg.	CHMC Service Area	SVMC Service Area	GSH Service Area
Percent of homeless who are classified as homeless individuals	2016	LAC	85.7%	86.8%	86.1%	87.3%
Percent of homeless who are classified as homeless families	2016	LAC	14.0%	13.0%	13.7%	12.4%
Percent of homeless who are classified as unaccompanied minors	2016	LAC	0.3%	0.2%	0.2%	0.3%
Percent of homeless who are mentally ill	2016	LAC	29.7%	27.9%	25.7%	30.5%
Percent of homeless who are diagnosed with substance abuse issues	2016	LAC	22.7%	20.0%	18.3%	22.3%
Percent of homeless with HIV	2016	LAC	1.4%	1.9%	1.4%	2.2%
Percent of homeless who are physically disabled	2016	LAC	16.9%	16.3%	15.7%	16.9%

Source: Los Angeles Homeless Services Authority,
Greater Los Angeles Homeless County Report, 2016, SPA

Associated drivers and risk factors

Housing instability is a primary driver of homelessness. Housing instability among poor families is the result of multiple overlapping factors ranging from number of income-earning adults in the home, education level of income-earning adults in the home, health of family members, domestic violence exposure, substance use patterns and access to social support and health care.[106] Although Los Angeles is home to the largest health and social services system available to homeless people, given the size of

[2] County of Los Angeles. Office of Countywide Communications. Los Angeles, CA. Available at: http://priorities.lacounty.gov/homeless/. Accessed: [September 2, 2016].

[106] A Secondary Analysis by ICPH utilizing data from the Fragile Families and Child Well-being Study.Institute for Children, Poverty & Homelessness. http://www.icphusa.org/index.asp?page=16&report=112&pg=110. Accessed: [September 2, 2016].

the very poor and homeless population, it faces significant challenges to provide cost effective integrated care for those facing housing instability.[107]

Community input

Stakeholders associated homelessness in the service area with lack of affordable housing and poverty. They have observed that the only consistent source of care for the homeless population is emergency (911) service, which puts a burden on emergency services. Because the homeless population suffers disproportionately with mental health concerns, the reliance on emergency services fails to meet this long term health care need. The high cost of living puts an undue burden on low-income families that spend a large proportion of their incomes on rent (vs. greater investment in healthy food or recreation). Stakeholders have also noted an increase in the homeless population and a lack of shelters. Homeless families face unique challenges in accessing education and health care, and there are insufficient social service providers in place to connect these families with homeless services. In focus groups, stakeholders noted as well that veterans are an ever increasing proportion of the homeless population.

[107] Guerrero, E., Henwood, B. and Wenzel, S. (2014). Service Integration to Reduce Homelessness in Los Angeles County: Multiple Stakeholder Perspectives. *Human Service Organizations* 38(1):44-54.

Mental Health

About mental health

Mental illness is a common cause of disability. Untreated disorders may leave individuals at risk for substance abuse, self-destructive behavior, and suicide. In 2010, suicide was the tenth leading cause of death among Americans of all ages, and the second leading cause of death among people between the ages of 25 and 34.[1] An estimated 11 attempted suicides occur per every suicide death.

Research shows that more than 90% of those who die by suicide suffer from depression or other mental disorders, or a substance-abuse disorder (often in combination with other mental disorders).[2] Among adults, mental disorders are common, with approximately one-quarter of adults being diagnosable for one or more disorders.[3] Mental disorders are associated not only with suicide, but also with chronic diseases, a family history of mental illness, age, substance abuse, and life-event stresses.[4]

Interventions to prevent suicide include therapy, medication, and programs that focus on both suicide risk and mental or substance-abuse disorders. Another intervention is improving primary care providers' ability to recognize and treat suicide risk factors, given the research indicating that older adults and women who die by suicide are likely to have seen a primary care provider in the year before their death.[5]

Statistical data

Mental Health Indicators

Indicators	Year	Comparison Level	Comparison Avg.	CHMC Service Area	SVMC Service Area	GSH Service Area
Unhealthy Days Resulting from Poor Mental Health Reported by Adults[1]	2015	LAC	2.3	2.6	2.6	2.7
Adults with Serious Psychological Distress in the Last Year[2]	2014	LAC	9.6%	9.2%	9.1%	9.2%
Adequate Social and Emotional Support[3]	2015	LAC	64.0%	59.6%	59.1%	59.4%
Anxiety Prevalence[4]	2011	LAC	6.4%	7.1%	6.9%	7.3%
Depression Prevalence[5]	2015	LAC	8.6%	14.5%	13.6%	15.3%
Alcohol- and Drug-Induced Mental Illness Rate per 100,000 Adults[6]	2012	CA	102.5	108.8	116.8	186.5
Needed Help for Mental, Emotional, or Alcohol/Drug Issues[7]	2011	LAC	18.0%	19.6%	18.3%	20.6%
Mental Health Hospitalization Rate per 100,000 persons, Adults[8]	2012	CA	540.9	880.7	906.2	1384.0
Mental Health Hospitalization Rate per 100,000 persons, Youth[8]	2012	CA	294.8	403.7	410.2	444.3
Suicide Rate per 10,000 Persons[9]	2012	CA	1.0	1.1	1.1	1.7

[1]Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: SPA
[2]Data source: California Health Interview Survey (CHIS)
Data year: 2014
[3]Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: SPA
[4, 5]Data source: Los Angeles County Health Survey
Data year: 2011, 2015
Source geography: SPA
[6]Data source: Office of Statewide Health Planning and Development (OSHPD)
Data year: 2012
[7]Data source Los Angeles County Health Survey
Data year: 2011
[8]Data source:Office of Statewide Health Planning and Development (OSHPD)
Data year: 2012

Geographic areas of greatest impact (disparities)

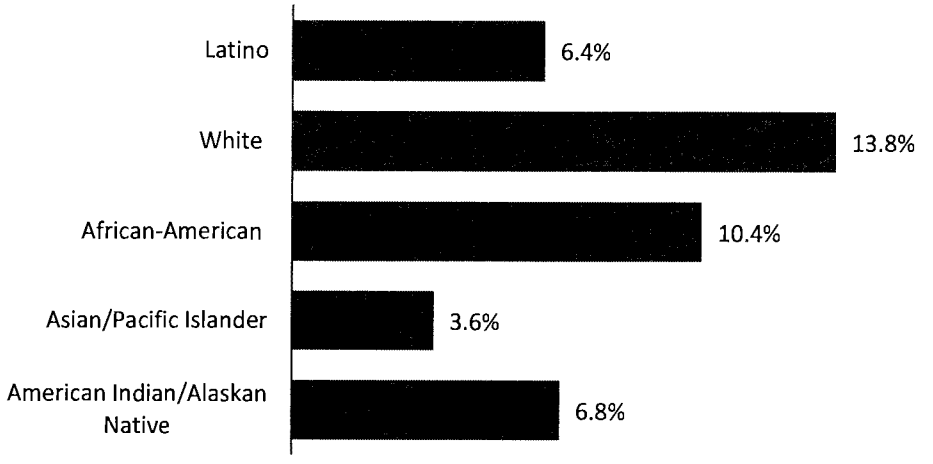
- The ZIP codes most impacted by mental health hospitalizations per 100,000 persons (Adults) are listed below for each service area.

CHMC Service Area	SVMC Service Area	GSH Service Area
90010-Wilshire (1828.5) 90016-West Adam (1386.0) 90018-Jefferson Park (1323.3) 90028-Hollywood (1283.0) 90008-Baldwin Hills/Crenshaw (1107.4)	90010-Wilshire (1828.5) 90016-West Adam (1386.0) 90018-Jefferson Park (1323.3) 90062-South Los Angeles (1120.0) 90043-View Park-Windsor Hills (1109.0) 90008-Baldwin Hills/Crenshaw (1107.4)	90014-Los Angeles (3719.3) 90021-Downtown Los Angeles (3283.5) 90010-Wilshire (1828.5) 90018-Jefferson Park (1323.3)

Data source[1]: Office of Statewide Health Planning and Development (OSHPD)

Depression Prevalence by Age, 2015

Depression Prevalence by Ethnicity



Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: County

Associated drivers and risk factors

Mental health is associated with many other health factors, including poverty, heavy alcohol consumption, and unemployment. Chronic diseases such as cardiovascular disease, diabetes, and obesity are also associated with mental health disorders such as depression and suicide.[6]

Community input

Stakeholders emphasized that stigma around mental health/illness--especially among communities of color--serves as an obstacle to accessing care. In some cases, individuals fear that they might lose their jobs if their employers learn they are seeking metal health care.

Stakeholders observed that mental health practitioners lack competency in providing effective mental health care to seniors, those who speak languages other than English, those with diverse cultural backgrounds. Additionally, cultural healers and indigenous religions and practices that may provide effective mental health support are not valued or leveraged in mental health care.

Finally, stakeholders addressed a severe shortage of mental health providers for a community with a high need for mental health care. For example, there is only one suicide responding team (PET team) for SPA 4. Overall, stakeholders identified a long waiting list for mental health services and an overreliance on interns in mental health facilities. There are particularly few services available to language minority clients and undocumented clients. Finally, funding for mental health service screening and delivery is limited.

Obesity/Overweight

About obesity/overweight

Obesity, a condition in which a person has an abnormally high and unhealthy proportion of body fat, has risen to epidemic levels in the United States; 68 percent of adults age 20 years and older are overweight or obese.[108] Excess weight is a significant national problem and indicates an unhealthy lifestyle that influences further health issues.

Obesity reduces life expectancy and causes devastating and costly health problems, increasing the risk of coronary heart disease, stroke, high blood pressure, diabetes, and a number of other chronic diseases. Findings suggest that obesity also increases the risks for cancers of the esophagus, breast (postmenopausal), endometrium, colon and rectum, kidney, pancreas, thyroid, gallbladder, and possibly other cancer types.[109] Obesity is associated with factors including poverty, inadequate fruit/vegetable consumption, breastfeeding, and lack of access to grocery stores, parks, and open space.

Statistical data

Obesity/Overweight Indicators

Indicators	Year	Comparison Level	Comparison Avg.	CHMC Service Area	SVMC Service Area	GSH Service Area
Percent of adults who are overweight[1]	2015	LAC	35.9%	34.3%	34.2%	34.2%
Percent of adults who are obese[1]	2015	LAC	23.5%	26.2%	28.5%	24.3%
Percent of children who are overweight for age[2]	2012	LAC	13.3%	15.7%	12.5%	33.1%
Percent of teens who are overweight and obese[2]	2012	LAC	54.8%	32.6%	30.9%	19.0%

[1]Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: SPA
[2]Data source: California Health Interview Survey (Accessed at www.healthycity.org)
Data year: 2012
Source geography: SPA

[108] National Cancer Institute. *Obesity and Cancer Risk*. Available at http://www.cancer.gov/cancertopics/factsheet/Risk/obesity. Accessed [August 2, 2016].

[109]National Cancer Institute. *Obesity and Cancer Risk*. Available at http://www.cancer.gov/cancertopics/factsheet/Risk/obesity. Accessed [August 2, 2016].

Geographic areas/subpopulations of greatest impact

- More people are overweight and significantly over the Los Angeles County average (29.7%) in the ZIP codes shown below.

CHMC Service Area	SVMC Service Area	GSH Service Area
90011-South Los Angeles (34.6%) 90037-South Los Angeles (34.1%) 90044-Athens (33.5%) 90018-Jefferson Park (33.1%) 90016-West Adam (32.8%)	90011-South Los Angeles (34.6%) 90001-Los Angeles (34.2%) 90037-South Los Angeles (34.1%) 90003-South Los Angeles (33.9%) 90044-Athens (33.5%) 90002-Los Angeles (33.5%) 90062-South Los Angeles (33.2%) 90018-Jefferson Park (33.1%) 90016-West Adam (32.8%)	90018-Jefferson Park (33.1%) 90021-Downtown Los Angeles (32.2%) 90013-Downtown Los Angeles (31.7%) 90014-Los Angeles (31.3%)

Data source: Healthy Cities
Data year: 2009
Source geography: ZIP Code

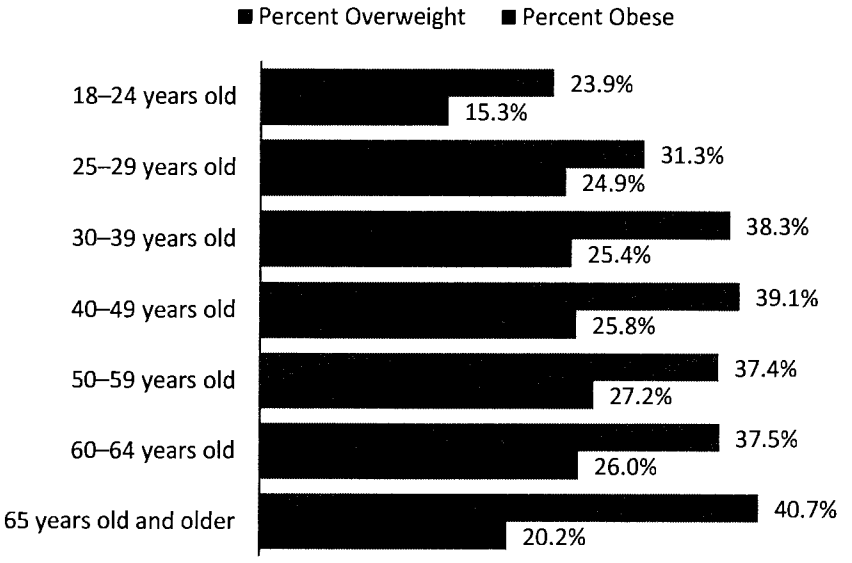
- More people are obese and over the Los Angeles County average (21.2%) in the ZIP codes shown below.

CHMC Service Area	SVMC Service Area	GSH Service Area
90037-South Los Angeles (30.7%) 90011-South Los Angeles (30.3%) 90044-Athens (30.0%)	90001-Los Angeles (30.9%) 90043-View Park-Windsor Hills (30.8%) 90037-South Los Angeles (30.7%) 90002-Los Angeles (30.6%) 90003-South Los Angeles (30.6%) 90062-South Los Angeles (30.5%)	90018-Jefferson Park (29.6%)

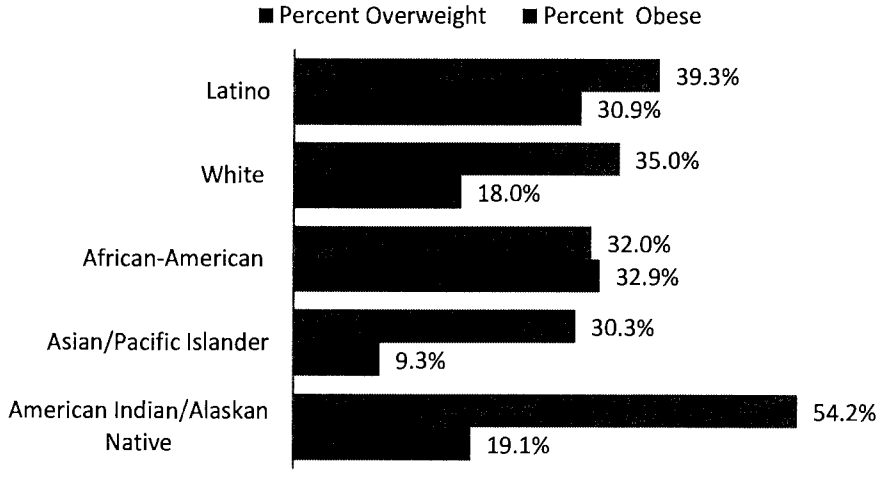
Data source: Healthy Cities
Data year: 2009

Source geography: ZIP Code

Overweight/Obesity Prevalence by Age, 2015



Overweight/Obesity Prevalence by Ethnicity, 2015



Data source: Los Angeles County Health Survey
Data year: 2015
Source geography: County

Associated drivers and risk factors

Obesity is associated with factors such as poverty, inadequate consumption of fruits and vegetables, physical inactivity, and lack of access to grocery stores, parks, and open space. Obesity increases the risk

of coronary heart disease, stroke, high blood pressure, diabetes, and a number of other chronic diseases. The condition also increases the risks of cancers of the esophagus, breast (postmenopausal), endometrium, colon and rectum, kidney, pancreas, thyroid, gallbladder, and possibly other cancer types.[110]

Community input

Stakeholders related the high rates of obesity and being overweight to a lack of physical activity, poor diet, and health literacy. Most young people in the service area do not engage in physical education at schools and stay inside after school because of concerns about safety in their communities. The easy availability of fast foods and packaged foods, compared to the lack of access to healthy fruits and vegetables and time for meal preparation leads families to consume more high-calorie and unhealthy food. Finally, health care providers recognize that there is a lack of awareness of the severity and importance of obesity as a precursor to other diseases. Stakeholders called for policies in schools and organizations that enforce the provision of healthy snacks and lunches.

[110] National Cancer Institute. Obesity and Cancer Risk. Available at http://www.cancer.gov/cancertopics/factsheet/Risk/obesity. Accessed [August 2, 2016].

Oral health

About Oral Health

Dental care is a relevant health need because engaging in preventive behaviors decreases the likelihood of developing future oral health and related health problems. In addition, oral diseases such as cavities and oral cancer cause pain and disability for many Americans.[111] Behaviors that may lead to poor oral health include tobacco use, excessive alcohol consumption, and poor dietary choices. Barriers that prevent or limit a person's use of preventive intervention and treatments for oral health include limited access to and availability of dental services, a lack of awareness of the need, cost, and fear of dental procedures. Social factors associated with poor dental health include lower levels or lack of education, having a disability, and other health conditions such as diabetes.[112]

Statistical Data

Dental Care Access and Affordability

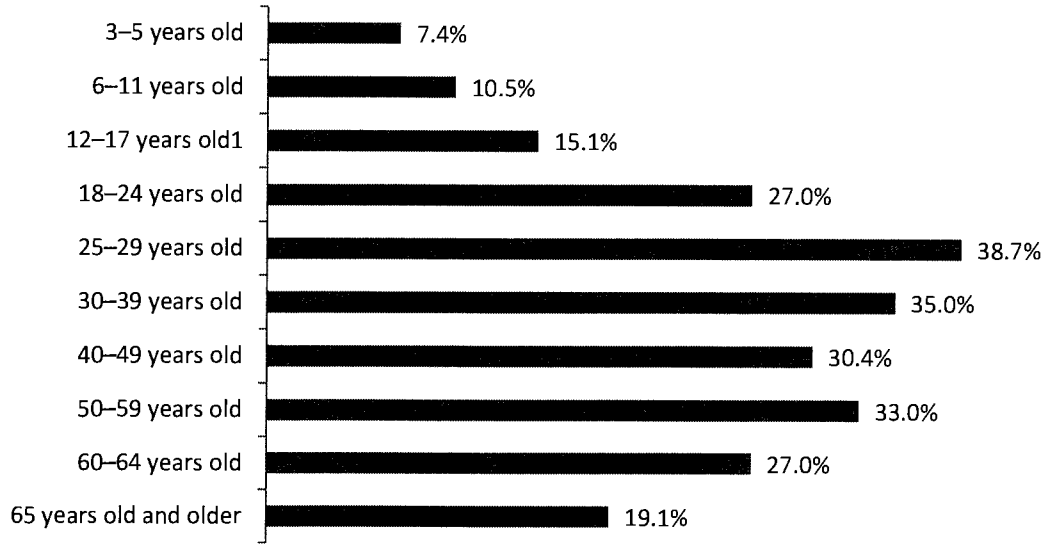
Indicators	Year	Comparison Level	Comparison Avg.	CHMC Service Area	SVMC Service Area	GSH Service Area
Absence of Dental Insurance Coverage (Adults)[1]	2015	LAC	51.8%	60.7%	60.6%	61.4%
Unable to Afford Dental Care (Adults)[2]	2011	LAC	30.3%	35.9%	35.0%	37.1%
Unable to Afford Dental Care (Children)[1]	2015	LAC	11.5%	13.5%	12.4%	14.6%

Data source: Los Angeles County Health Survey
Data year: 2015[1],2011[2]
Source geography: SPA

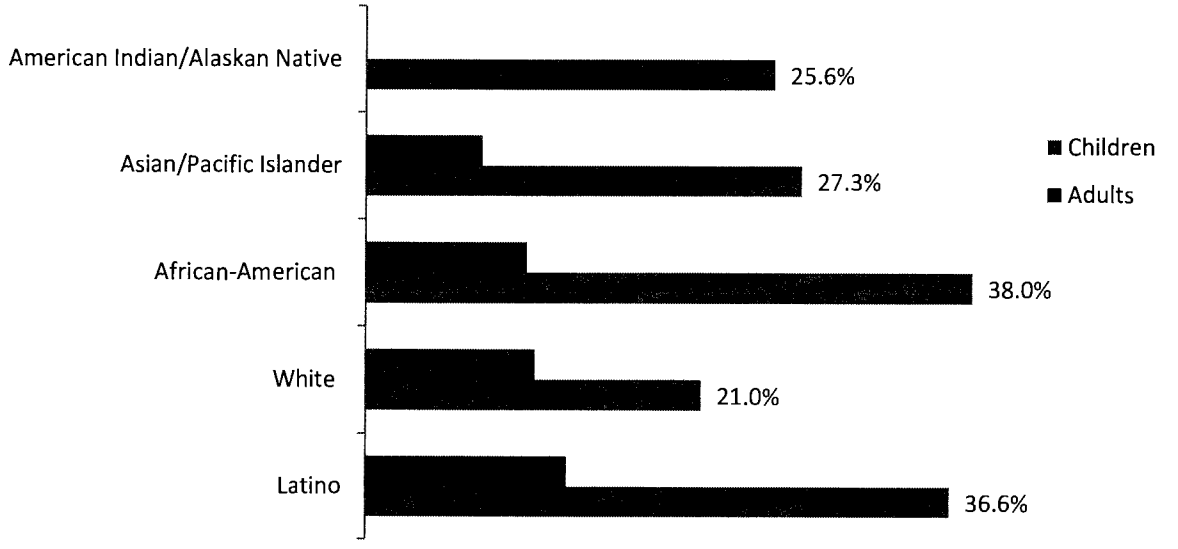
[111] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=32. Accessed [August 2, 2016].

[112] U.S. Department of Health and Human Services. Office of Disease Prevention and Health Promotion. Healthy People 2020. Washington, DC. Available at http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=32. Accessed [August 2, 2016].

Unable to Afford Dental Care by Age



Unable to Afford Dental Care by Ethnicity



Associated drivers and risk factors

Poor oral health can be prevented by decreasing sugar intake and increasing healthy eating habits to prevent tooth decay and premature tooth loss; consuming more fruits and vegetables to protect against oral cancer; smoking cessation; decreased alcohol consumption to reduce the risk of oral cancers, periodontal disease, and tooth loss; using protective gear when playing sports; and living in a safe physical

environment.[113] In addition, oral health conditions such as periodontal (gum) disease have been linked to diabetes, heart disease, stroke, and premature, low-weight births.[114]

Community input

Stakeholders explained that the separation between oral care and medical care both in terms of policy (health insurance coverage, permitted "sick time" off at work) and health literacy has a detrimental impact

Cost of services and insurance coverage are barriers to oral care. Stakeholders explained that dental care costs are prohibitive for those who lack insurance, and that dental services are often not covered for those who are insured. Additionally, dental care providers are very selective in the types of insurance they will accept, and they often don't take Medi-Cal because of Medi-Cal's historically low reimbursement rates.

Stakeholders reported that the high costs of dental care are compounded by high rates of dental fraud in the service area. Patients receive recommendations for unnecessary, expensive procedures that are not medically indicated. Additionally, stakeholders observed that some health care providers offer Care Credit packages to non-English speaking customers who most likely do not understand the terms explained in English in the Care Credit materials.

The service area lacks sufficient oral care resources for subpopulations including the elderly and indigent, children, and the homeless.

[113] World Health Organization, Oral health Fact Sheet. Geneva, Switzerland. Available at http://www.who.int/mediacentre/factsheets/fs318/en/index.html. Accessed [August 2, 2016].

[114] Centers for Disease Control and Prevention. *Mental Health and Chronic Diseases*. Available at http://www.cdc.gov/chronicdisease/resources/publications/aag/pdf/2011/Oral-Health-AAG-PDF-508.pdf. Accessed [August 2, 2016].

Poverty (Includes Housing Instability and Food Insecurity)

About Poverty, Housing Instability, and Food Insecurity

Housing instability among poor families is the result of multiple overlapping factors ranging from a number of income-earning adults in the home, education level of income-earning adults in the home, health of family members, domestic violence exposure, substance use patterns and access to social support and health care.[115] Families and individuals are much more likely to become unstably housed or homeless if they are shouldering a high housing cost burden, typically thought of housing costs that exceed 30% of monthly income.

According to the United States Department of Agriculture, food insecurity is explicitly defined as a household-level economic and social condition of limited or uncertain access to adequate food[116]. The defining characteristic of very low food security is that, at times during the year, the food intake of household members is reduced and their normal eating patterns are disrupted because the household lacks money and other resources for food.[117]

Statistical Data

Poverty Indicators

Indicators	Year	Comparison Level	Comparison Avg.	CHMC Service Area	SVMC Service Area	GSH Service Area
Families Below Poverty[1]	2016	LAC	14.9%	26.5%	27.6%	25.1%
Families Below Poverty with Children[1]	2016	LAC	11.7%	20.9%	22.4%	18.9%
Percent of adults who are unemployed	2016	LAC	7.6%	8.2%	8.2%	7.9%
Average Estimated Household Income	2016	LAC	$78,309	$53,147	$52,964	$56,088
Households with Incomes <300% Who are Food Insecure[2]	2015	LAC	29.2%	32.0%	32.0%	32.1%

[1] Data source: Nielsen Claritas
Data year: 2015
Source geography: ZIP Code
[2]Los Angeles County Health Survey
Data Year: 2015
Source geography: County
LAC=Los Angeles County
CA=California

[115] A Secondary Analysis by ICPH utilizing data from the Fragile Families and Child Well-being Study.Institute for Children, Poverty & Homelessness. http://www.icphusa.org/index.asp?page=16&report=112&pg=110. Accessed: [September 2, 2016].

[116] United States Department of Agriculture. Economic Research Service. Washington D.C. Available at: http://www.ers.usda.gov/topics/food-nutrition-assistance/food-security-in-the-us/definitions-of-food-security.aspx. Accessed [August 29, 2016].

[117] United States Department of Agriculture. Economic Research Service. Washington D.C. Available at: http://www.ers.usda.gov/topics/food-nutrition-assistance/food-security-in-the-us/definitions-of-food-security.aspx. Accessed [August 29, 2016].

Geographic areas/subpopulations of greatest impact

- The percentage of families living below poverty level is 14.9%. The following geographies in each service area have a percentage of families living below poverty level well below the average for Los Angeles County.

CHMC Service Area	SVMC Service Area	GSH Service Area
90017-Downtown Los Angeles (47.9%) 90011-South Los Angeles (43.6%) 90016-West Adams (39.8%)	90017-Downtown Los Angeles (47.9%) 90011-South Los Angeles (43.6%) 90037-West Adams (39.8%) 90003-Los Angeles (39.4%)	90017-Downtown Los Angeles (47.9%) 90007-South Los Angeles (36.4%) 90057-Westlake (35.2%)

Community Input

Stakeholders explained that food insecurity in the service area results from the compounded impact of low income and a lack of affordable healthy food.

Sexually Transmitted Diseases

About communicable diseases including sexually transmitted diseases (STDs)

Sexually transmitted diseases (STDs) refer to more than 25 infectious organisms that are transmitted primarily through sexual activity. STD prevention is an essential primary care strategy for improving reproductive health. Despite the burdens, costs, and complications—and their being preventable to a certain extent—STDs remain a significant public health problem in the United States, greatly under-recognized by the public, policymakers, and health care professionals. STDs have the potential to cause many harmful, often irreversible clinical complications, including having an impact on reproductive health, fetal and perinatal health problems and cancer, and the transmission of HIV. The spread of STDs is directly affected by social, economic, and behavioral factors. Many studies document the association of substance abuse with STDs. The introduction of illicit substances into communities often can alter sexual behavior drastically in high-risk sexual networks, leading to the spread of STDs.[118]

Adolescents ages 15 to 24 account for nearly half of the 20 million new cases of STDs each year in the United States. Today, four in 10 sexually active teen girls in the United States have had an STD with the potential to cause infertility and even death. Regular screenings are critical, as STDs often have no obvious signs or physical symptoms. Also, certain racial and ethnic groups (mainly African-American, Hispanic/Latino, and American Indian/Alaska Native populations) have high rates of STDs compared with Whites. Race and ethnicity in the United States are correlated with other determinants of health status such as poverty, limited access to health care, fewer attempts to get medical treatment, and living in communities with high rates of STDs.[119]

Statistical data

Sexually Transmitted Diseases

Indicators	Year	Comparison Level	Comparison Avg.	CHMC Service Area	SVMC Service Area	GSH Service Area
HIV Incidence per 100,000[3]	2012	LAC	24.9	59.0	48.7	70.5
Syphilis Incidence per 100,000[3]	2014	LAC	8.1	19.7	15.9	24.1
Chlamydia Incidence per 100,000[3]	2013	LAC	512.9	716.2	789.8	662.8
Gonorrhea Incidence per 100,000[3]	2013	LAC	103.4	205.4	207.3	209.7

[118] Centers for Disease Control and Prevention. (2015). *Sexually Transmitted Diseases*. Washington, DC. Available at http://www.healthypeople.gov/2020/topics-objectives/topic/sexually-transmitted-diseases. Accessed [August 2, 2016].

[119] Centers for Disease Control and Prevention. (2015). *Sexually Transmitted Diseases*. Washington, DC. Available at http://www.healthypeople.gov/2020/topics-objectives/topic/sexually-transmitted-diseases. Accessed [August 2, 2016].

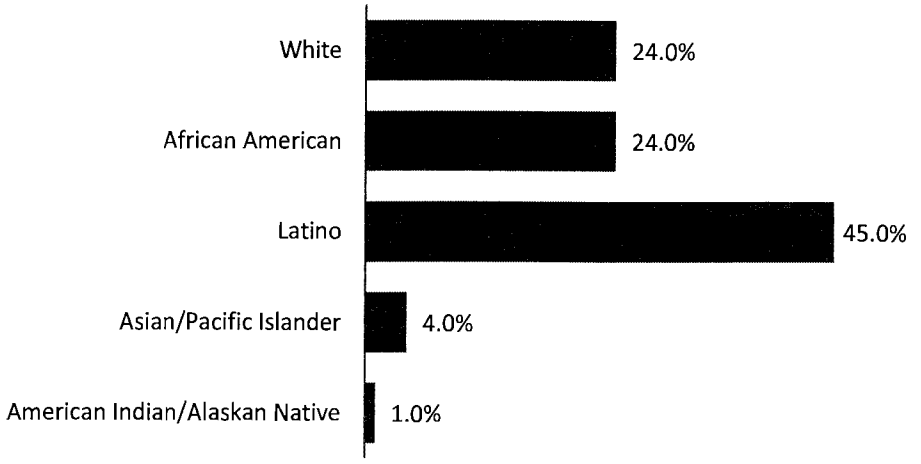
[1]Data source: Los Angeles County Health Survey
Data year: 2012
Source geography: SPA
[2]Data source: Office of Statewide Health Planning and Development (OSHPD)
Data year: 2014
Source geography: ZIP Code
[3]Data source: California Department of Public Health (CDPH)
Data year: 2013
Source geography: ZIP Code
[4]Data source: Los Angeles County Department of Public Health, Acute Communicable Disease Control Program, Annual Morbidity Report and Special Studies Report
Data year: 2013
Source geography: SPA
[5] Data source: Los Angeles County Department of Public Health, Acute Communicable Disease Control Program, Annual Morbidity Report and Special Studies Report
Data year: 2013

Geographic areas/subpopulations of greatest impact (disparities)

- The rate of HIV hospitalizations per 100,000 people were highest in each service area in the following ZIP codes.

CHMC Service Area	SVMC Service Area	GSH Service Area
90010-Wilshire (105.3) 90028-Hollywood (101.0) 90046-Mount Olympus (88.5) 90016-West Adam (71.4) 90008-Baldwin Hills/Crenshaw (71.1)	90010-Wilshire (105.3) 90016-West Adam (71.4) 90008-Baldwin Hills/Crenshaw (71.1)	Not in report

HIV Diagnoses by Race/Ethnicity, 2013



Data source: 2014 Annual HIV/STD Surveillance Report
Data year: 2013
Source geography: County

Associated drivers and risk factors

Different ethnicities see different patterns of HIV infection. The largest proportion of HIV diagnoses reported in 2013 in Los Angeles County occurred among Latinos (45%), and almost half of Stage 3 diagnoses in 2013 occurred among Latinos. HIV diagnosis rates also increased among Asian males by nearly 20% from 2010-2012[120]. Other sexually transmitted diseases including chlamydia and gonorrhea can increase the spread of HIV through various biological mechanisms.[121]

The spread of STDs is directly affected by social, economic, and behavioral factors. Obstacles to STD prevention include access to and provision of care, willingness to seek care, and social norms regarding sex and sexuality. Among certain vulnerable populations, a historical experience with segregation and discrimination exacerbates the influence of these factors. Many studies document the association of substance abuse with STDs. The introduction of illicit substances into communities often can alter sexual behavior drastically in high-risk sexual networks, leading to the spread of STDs.[122]

Community input

Stakeholders stated that there are a growing number of community members with tuberculosis. Many tuberculosis patients do not seek treatment early on, accelerating the transmission of the disease to others.

[120] Los Angeles County Department of Public Health. (2014). 2014 Annual HIV/STD Surveillance Report. Available at: http://publichealth.lacounty.gov/dhsp/Reports/HIV-STDsurveillanceReport2014.pdf.

[121] Centers for Disease Control and Prevention (2015). California-2015 State Health Profile. Available at https://www.cdc.gov/nchhstp/stateprofiles/pdf/california_profile.pdf.

[122] Centers for Disease Control and Prevention. (2015). *Sexually Transmitted Diseases*. Washington, DC. Available at http://www.healthypeople.gov/2020/topics-objectives/topic/sexually-transmitted-diseases. Accessed [August 2, 2016].

Transportation

About Transportation

Transportation barriers are often cited as barriers to healthcare access. Transportation barriers can lead to rescheduled or missed appointments, delayed care, and missed or delayed medication use. These consequences may cause poorer management of chronic illness and thus poorer health outcomes. However, the significance of these barriers is uncertain based on existing literature due to wide variability in both study populations and transportation barrier measures[123].

Modes of Transportation

Indicators	Year	Comparison Level	Comparison Avg.	CHMC Service Area	SVMC Service Area	GSH Service Area
Drove Alone	2015	LAC	72.6%	56.2%	58.0%	49.1%
Car Pooled	2015	LAC	10.1%	9.1%	9.9%	7.8%
Public Transportation	2015	LAC	7.1%	21.7%	20.7%	24.2%
Walked	2015	LAC	2.9%	4.8%	4.3%	8.7%
Bicycled	2015	LAC	0.9%	1.5%	1.3%	2.0%
Other Means	2015	LAC	1.4%	1.6%	1.4%	2.1%
Worked from home	2015	LAC	5.2%	5.1%	4.6%	6.1%
Average Vehicles per Household	2015	LAC	1.8	1.2	1.3	1.0

Data Source: Los Angeles County Health Survey
Data Year: 2015
Source Geography: SPA

Community Input

Public transportation functions as a barrier to care for residents because of cost and extended travel times, particularly when assigned health care providers are very distant from residents' homes or workplaces.

Additionally, the elderly and the disabled face challenges in accessing transportation to health care providers as well as to healthy food outlets.

[123] Institute for Health and Research Policy. Traveling towards disease: transportation barriers to health care access. Chicago, IL. Available at: http://www.ihrp.uic.edu/content/traveling-towards-disease-transportation-barriers-health-care-access. Accessed: [September 2, 2016].

Violence/Injury/Safety

About Violence, Injury and Safety

Injuries can result from many unintentional or intentional events including motor vehicle accidents, falls, job-related accidents, gun shot and blast wounds and sports injuries. Common diagnoses include brain injury, spinal cord injury, amputation, anoxia, and muscular-skeletal injury[124]. Injuries affect everyone, regardless of age, gender, ethnicity, or economic status[125]. Although injuries are often unavoidable, there are steps that can be taken to lessen the consequences of injuries, including wearing seat belts, violence prevention education, ignition interlock and in-car breathalyzers to prevent drunk driving, pro-active job site safety precautions and regular physical activity[126].

Statistical data

Teens Perception of Neighborhood and School Safety, 2012, 2014

Indicators	Year	Comparison Level	Comparison Avg.	CHMC Service Area	SVMC Service Area	GSH Service Area
Received threats of violence or physical harm from peers in past year[1]	2012	LAC	14.7%	18.8%	17.2%	19.7%
Feared of being attacked at school in the past year[1]	2012	LAC	17.1%	20.1%	20.9%	19.4%
Felt unsafe in nearby park or playground during the day[2]	2014	LAC	11.7%	9.4%	10.7%	8.2%

[1]California Health Interview Survey, 2012, SPA
[2]California Health Interview Survey, 2014, SPA
*Data for SPA 2 unavailable—Not included in GMHHC estimated calculation

Geographic areas/subpopulations of greatest impact

The ZIP codes with the highest percentages of unintentional injuries leading to death, compared to the Los Angeles County average (3.5%), are listed below:

CHMC Service Area	SVMC Service Area	GSH Service Area
90028-Hollywood (10.9%) 90011-South Los Angeles (7.0%) 90005-Koreatown (6.6%)	90011-South Los Angeles (7.0%) 90005-Koreatown (6.6%) 90007-South Los Angeles (6.4%)	90013-Downtown Los Angeles (10.1%) 90014-Los Angeles (9.0%) 90007-South Los Angeles (6.4%)

[124] Centers for Disease Control and Prevention. Injury Prevention and Control. Atlanta, GA. Available at http://www.cdc.gov/injury/overview/index.html. Accessed [August 2, 2016].

[125] Centers for Disease Control and Prevention. Injury Prevention and Control. Atlanta, GA. Available at http://www.cdc.gov/injury/overview/index.html. Accessed [August 2, 2016].

[126] Centers for Disease Control and Prevention. Injury Prevention and Control. Atlanta, GA. Available at http://www.cdc.gov/injury/overview/index.html. Accessed [August 2, 2016].

Community input

Stakeholders highlighted the fact that the community is impacted by domestic violence because it is often underreported for fear of negative interpersonal, economic and legal repercussions, particularly among families with undocumented family members. Stakeholders observed that domestic violence is becoming more prevalent among younger residents, and explained there are a lack of community education around healthy relationships and very few safe spaces for victims given the very dense population in the service area.

Street violence continues to be a concern in the service area, and stakeholders noted that gangs particularly target young people. This is a particular concern because there is a current strained relationship with law enforcement.

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[1] Centers for Disease Control and Prevention. *10 Leading Causes of Death by Age Group, United States – 2010.* Available at http://www.cdc.gov/injury/wisqars/pdf/10LCID_All_Deaths_By_Age_Group_2010-a.pdf. Accessed [March 12, 2013].

[2] National Institute of Mental Health. *Suicide in the U.S.: Statistics and Prevention.* Available at http://www.nimh.nih.gov/health/publications/suicide-in-the-us-statistics-and-prevention/index.shtml. Accessed [March 12, 2013].

[3] National Institute of Mental Health. *Any Disorder Among Adults.* Available at http://www.nimh.nih.gov/statistics/1ANYDIS_ADULT.shtml. Accessed [March 12, 2013].

[4] Public Health Agency of Canada. *Mental Illness.* Available at http://www.phac-aspc.gc.ca/cd-mc/mi-mm/index-eng.php. Accessed [March 12, 2013].

[5] National Institute of Mental Health. *Suicide in the U.S.: Statistics and Prevention.* Available at http://www.nimh.nih.gov/health/publications/suicide-in-the-us-statistics-and-prevention/index.shtml. Accessed [March 12, 2013].

[6] Centers for Disease Control and Prevention. *Mental Health and Chronic Diseases.* Available at http://www.cdc.gov/nationalhealthyworksite/docs/Issue-Brief-No-2-Mental-Health-and-Chronic-Disease.pdf. Accessed [May 1, 2013].

Appendix H – Implementation Evaluation

Notice of Proposed Submission and Request for Consent by:

SETON MEDICAL CENTER, ST. FRANCIS MEDICAL CENTER, AND ST. VINCENT MEDICAL CENTER

in Connection with its Asset Purchase Agreement

with

STRATEGIC GLOBAL MANAGEMENT, INC.

NELSON HARDIMAN
HEALTHCARE LAWYERS

Prepared for the Office of the Attorney General

California Department of Justice
Charitable Trusts Division

May 7, 2019

Binder 9 of 13

#16

Title 11, California Code of Regulations, § 999.5(d)(5)(B)

A description of all charity care provided in the last five years by each health facility that is a subject of the agreement or transaction

The costs of charity care for the last five years by facility are as follows:

St Francis Medical Center	Cost of Charity
FY2018	$ 8,727,203
FY2017	$ 7,598,575
FY2016	$ 11,033,912
FY2015	$ 13,510,492
FY2014	$ 16,028,855
Total	**$ 56,899,037**

St Vincent Medical Center	Cost of Charity
FY2018	$ 1,098,614
FY2017	$ 1,531,408
FY2016	$ 683,592
FY2015	$ 55,238
FY2014	$ 139,642
Total	**$ 3,508,493**

Seton Medical Center	Cost of Charity
FY2018	$ 935,405
FY2017	$ 617,322
FY2016	$ 836,632
FY2015	$ 853,474
FY2014	$ 2,051,846
Total	**$ 5,294,678**

Charity care costs are determined by identifying qualifying patients according to the Financial Assistance Policy, attached to this Section 999.5(d)(5)(B) as **Exhibit 1**. The general ledger captures the charges for each patient identified as a charity care patient. The aggregate charges for these patients are multiplied by the cost-to-charge ratio and totaled for all patients.

As reflected in the tables included above, charity care costs have generally been declining since closure of the BlueMountain Transaction due to a reduction in the number of uninsured patients following implementation of the Affordable Care Act ("ACA"). Specifically, as a result of implementation of ACA in California, more than 5 million individuals obtained health care coverage through either Medi-Cal expansion or the introduction of Covered California health plans. *See* California Hospital Association Letter to the Office of the Attorney General dated September 8, 2018, attached to this Section 999.5(d)(5)(B) as **Exhibit 2**. Over 90% of

Californians are now insured, with the uninsured rate falling from somewhere between 15-17% in 2013 to 7% in 2017. The uninsured rate in Los Angeles County was 9% in 2017 while the uninsured rate in San Mateo County (where Seton Medical Center and Seton Medical Center Coastside are located) was just over 4%. Largely as a result of decreases in the number of uninsured, uncompensated care costs across California general acute care hospitals decreased 64% from $5.1 billion in 2013 to $1.6 billion in 2017.[5]

Notwithstanding the impact of ACA, charity care at St. Vincent started to increase in FY 2016 and has continued to increase since then. This increase is attributable to a material change in the patient volume and mix at St. Vincent Medical Center, after the hospital's emergency department became designated as a 9-1-1 receiving hospital by the Emergency Medical Services Agency effective April 1, 2015. After this designation, St. Vincent's emergency department began receiving adult patients by ambulance through the 9-1-1 system. This resulted in a steady increase in the volume of emergency department visits at St. Vincent along with a corresponding increase in charity care. Notwithstanding the increase in charity care at St. Vincent Medical Center, since FY 2018, charity care costs at these three hospitals in the aggregate has decreased by approximately 40% from $18,220,343 in 2014 to $10,761,222 in FY 2018. This trend is not unique to these hospitals.

We include below a more detailed listing of charity care expense by hospital for FY 2014-2018, breaking out costs by category of patient (i.e., inpatient, ED, and non-ED outpatient) with volumes attributable to each category of services.

[5] See OSHPD Hospital Annual Financial Data, available at https://data.chhs.ca.gov/dataset/hospital-annual-financial-data-selected-data-pivot-tables.

Verity Charity Care Summary FY14 to FY18

Charity Care Gross Charges Writeoffs

Facility	Patient Type	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
SFMC	Emergency	$ 36,985,705	$ 31,389,674	$ 30,270,627	$ 18,811,558	$ 25,487,588
	Inpatient	$ 23,610,856	$ 12,850,665	$ 7,181,173	$ 9,971,310	$ 6,390,998
	Outpatient	$ 2,851,134	$ 2,219,807	$ 2,817,951	$ 899,067	$ 807,569
SFMC Total		**$ 63,447,694**	**$ 46,460,146**	**$ 40,269,751**	**$ 29,681,935**	**$ 32,686,155**
SMC	Emergency	$ 4,724,188	$ 2,641,132	$ 2,285,029	$ 2,380,485	$ 1,783,891
	Inpatient	$ 6,373,752	$ 1,540,887	$ 1,562,023	$ 642,128	$ 2,831,040
	Outpatient	$ 560,087	$ 282,805	$ 175,216	$ 243,641	$ 206,744
SMC Total		**$ 11,658,027**	**$ 4,464,824**	**$ 4,022,268**	**$ 3,266,254**	**$ 4,821,676**
SVMC	Emergency	$ 296,333	$ 16,977	$ 107,925	$ 1,107,816	$ 3,433,809
	Inpatient	$ 311,842	$ 188,260	$ 1,229,431	$ 4,722,803	$ 1,620,777
	Outpatient	$ 34,351	$ 28,664	$ 1,902,415	$ 2,145,463	$ 493,969
SVMC Total		**$ 642,526**	**$ 233,901**	**$ 3,239,771**	**$ 7,976,081**	**$ 5,548,555**
Total	Emergency	$ 42,006,226	$ 34,047,783	$ 32,663,581	$ 22,299,859	$ 30,705,288
	Inpatient	$ 30,296,449	$ 14,579,812	$ 9,972,627	$ 15,336,240	$ 10,842,816
	Outpatient	$ 3,445,572	$ 2,531,276	$ 4,895,582	$ 3,288,172	$ 1,508,282
Grand Total		**$ 75,748,247**	**$ 51,158,871**	**$ 47,531,790**	**$ 40,924,270**	**$ 43,056,386**

Cost to Charge Ratio

	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
SFMC	25.3%	29.1%	27.4%	25.6%	26.7%
SMC (inclusive of Coastside)	17.6%	19 1%	20.8%	18 9%	19.4%
SVMC	21.7%	23.6%	21.1%	19.2%	19.8%
Total	**48.1%**	**56.4%**	**52.8%**	**47.6%**	**50.0%**

Charity Care Expense

Facility	Patient Type	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
SFMC	Emergency	$ 9,343,736	$ 9,128,037	$ 8,294,152	$ 4,815,759	$ 6,805,186
	Inpatient	$ 5,964,834	$ 3,736,941	$ 1,967,641	$ 2,552,655	$ 1,706,396
	Outpatient	$ 720,285	$ 645,514	$ 772,119	$ 230,161	$ 215,621
SFMC Total		**$ 16,028,855**	**$ 13,510,492**	**$ 11,033,912**	**$ 7,598,575**	**$ 8,727,203**
SMC (inclusive of Coastside	Emergency	$ 831,471	$ 504,866	$ 475,286	$ 449,912	$ 346,075
	Inpatient	$ 1,121,799	$ 294,549	$ 324,901	$ 121,362	$ 549,222
	Outpatient	$ 98,577	$ 54,060	$ 36,445	$ 46,048	$ 40,108
SMC Total		**$ 2,051,846**	**$ 853,474**	**$ 836,632**	**$ 617,322**	**$ 935,405**
SVMC	Emergency	$ 64,403	$ 4,009	$ 22,772	$ 212,701	$ 679,894
	Inpatient	$ 67,773	$ 44,459	$ 259,410	$ 906,778	$ 320,914
	Outpatient	$ 7,466	$ 6,769	$ 401,410	$ 411,929	$ 97,806
SVMC Total		**$ 139,642**	**$ 55,238**	**$ 683,592**	**$ 1,531,408**	**$ 1,098,614**
Grand Total	Emergency	$ 10,239,609	$ 9,636,912	$ 8,792,210	$ 5,478,371	$ 7,831,155
	Inpatient	$ 7,154,406	$ 4,075,948	$ 2,551,952	$ 3,580,796	$ 2,576,532
	Outpatient	$ 826,327	$ 706,343	$ 1,209,973	$ 688,138	$ 353,535
Grand Total		**$ 36,440,686**	**$ 28,838,408**	**$ 25,108,271**	**$ 19,494,610**	**$ 21,522,444**

Charity Care Volume

Facility	Patient Type	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
SFMC	Ed Visits	11,501	10,991	8,961	5,443	5,120
	Discharges	544	320	371	449	198
	Outpatient Visits	1,961	1,547	1,244	488	141
SFMC Total		14,006	12,858	10,576	6,380	5,459
SMC	Ed Visits	1,242	819	747	723	584
	Discharges	118	34	25	27	42
	Outpatient Visits	403	109	34	105	162
SMC Total		1,763	962	806	855	788
SVMC	Ed Visits	51	25	161	836	1,093
	Discharges	10	18	145	76	72
	Outpatient Visits	9	17	647	154	157
SVMC Total		70	60	953	1,066	1,322
Grand Total	Ed Visits	12,794	11,835	9,869	7,002	6,797
	Discharges	672	372	541	552	312
	Outpatient Visits	2,373	1,673	1,925	747	460
Grand Total		**15,839**	**13,880**	**12,335**	**8,301**	**7,569**

Title 11, California Code of Regulations, § 999.5(d)(5)(B)

Exhibit 1

Current Status	Policy #	06.03.04
Verity Health **Reference to System Policy:** **06.03.01 Billing and Collection Policy** **11.00.00 Compliance with Federal and State 1 Privacy and Confidentiality Laws; Definitions**	Effective Date:	December 5, 2017
	Last Reviewed:	June 20, 2018
	Last Revised:	June 20, 2018 (corrections) December 5, 2017 June 6, 2017 January 15, 2015
	Owner:	Rich Adcock Chief Executive Officer
	Policy Area:	□ Department _____ X Hospital-Wide X System-Wide
FINANCIAL ASSISTANCE POLICY		

I. Purpose

The purpose of this Financial Assistance Policy ("Policy") is to ensure that Verity's hospitals provide health care services and equal access to emergency and other medically necessary diagnostic and therapeutic treatments, regardless of the financial status of the patient and in a manner that respects the dignity of patients and their families.

II. Policy

Verity Health System of California, Inc. ("Verity"), through its affiliate hospitals referenced in Attachment A ("Hospital" or if plural "Hospitals") will provide Charity Care or Discounted Payment to eligible low income, uninsured and underinsured patients who meet certain eligibility requirements, as set forth herein. This Policy is adopted in accordance with the mission of Verity's hospitals, the requirements set forth in California Health & Safety Code, the pertinent conditions issued by the state of California Attorney General on December 3, 2015 as reflected in the "Restructuring and Support Agreement", and Section 501(r) of the Internal Revenue Code, together with applicable regulations implementing such requirements. This policy does not apply to physicians or other medical providers, including emergency room physicians, anesthesiologists, radiologists, hospitalists, pathologists, etc., whose services are not included in a Hospital's bill. (See Attachment E for list of Hospital departments covered by this policy).

III. Definitions

"Amount Generally Billed" (AGB) means the maximum charge that may be billed to a patient who is eligible for Financial Assistance under this Financial Assistance Policy. No patient eligible for Financial Assistance will be charged more than the AGB for the eligible service(s) (as defined below) provided to the patient. Verity Health calculates the AGB on a facility-by-facility basis using the "look-back" method by multiplying the "Gross Charges" (as defined below) for any Eligible Services that it provides by AGB percentages, which are based upon past claims allowed under Medicare fee for services (FFS). Verity Health's AGB percentage and how the AGB percentages were calculated are reflected in the AGB Calculation methodology, Attachment B1.

"**Charity Care**" means Medically Necessary Services provided at no cost to a Financially Qualified Patient whose income is at or below 200 percent of the Federal Poverty Level.

"**Discounted Payment**" means that a Hospital shall limit the expected payment for Medically Necessary Services to a discounted rate for Financially Qualified Patients whose income is between 201 and 350 percent, inclusive, of the Federal Poverty Level.

"**Essential Living Expenses**" means expenses for any of the following: rent or house payment and maintenance; food and household supplies; utilities and telephone; clothing; medical and dental payments; insurance; school or child care; child or spousal support; transportation and auto expenses, including insurance, gas and repairs; installment payments; laundry and cleaning; and other extraordinary expenses.

"**Federal Poverty Level**" (FPL) is defined by the poverty guidelines updated annually in the Federal Register by the U.S. Department of Health and Human Services. Current Verity FPL guidelines are reflected in Attachment B2. The Verity Revenue Cycle Management ("RCM") Department will update the FPL guidelines annually upon publication of updated poverty guidelines in the Federal Register.

"Financially Qualified Patient" means a patient who is both of the following: 1. A patient who is a Self-Pay Patient, as defined in Section III.L, *or* a Patient with High Medical Costs, as defined in Section III.J; and

2. A patient whose family income does not exceed 350 percent of the Federal Poverty Level.

"Gross Charges" are total charges on a patient account for all services provided.

"Hospital" when capitalized means one of the Verity Affiliated Hospitals listed on Attachment A.

"**Income**" includes, but is not limited to, wages, salaries, Social Security payments, public assistance, unemployment and workers' compensation, veterans' benefits, child support, alimony, pensions, regular insurance and annuity payments, income from estates and trusts, assets drawn down as withdrawals from a bank, sale of property or liquid assets and one-time insurance or compensation payments.

"**Medically Necessary Service**" means a service or treatment provided or billed by a hospital that is either an emergency service or is otherwise necessary to treat or diagnose a patient and could adversely affect the patient's condition, illness or injury if it were omitted, and the service or treatment is not considered an elective or cosmetic surgery service or treatment.

"**Patient with High Medical Costs**" means a patient who meets *all* of the following requirements:

1. A patient with third party coverage (*i.e.*, not a Self-Pay Patient);
2. A patient whose family income does not exceed 350 percent of the Federal Poverty Level; and,
3. A patient whose annual out-of-pocket costs incurred by the individual at the Hospital exceed 10 percent of the patient's family income in the prior 12 months; *or* whose annual out-of-pocket medical expenses exceed 10 percent of the patient's family income, if the patient provides documentation of the patient's medical expenses paid by the patient or the patient's family in the prior 12 months.

"**Patient's Family**" means the following:

1. For persons 18 years of age and older:
    a. Spouse;
    b. Domestic partner, as defined in Section 297 of the California Family Code; and
    c. Dependent children under 21 years of age, whether living at home or not.
2. For persons under 18 years of age:
    a. Parent;
    b. Caretaker relative; and
    c. Other children under 21 years of age of the parent or caretaker relative.

"**Self-Pay Patient**" means a patient who does not have third-party coverage from a health insurer, health care service plan, Medicare or Medi-Cal, and whose injury is not a compensable injury for purposes of workers' compensation, automobile insurance or other insurance, as determined and documented by the Hospital.

"**Reasonable Payment Plan**" means monthly payments that are not more than 10 percent of a patient's family income for a month, excluding deductions for Essential Living Expenses.

IV. Eligibility

A. Eligibility Service

1. Charity Care and Discounted Payment Programs apply to all types of hospital services provided at or billed by the Hospital, including but not limited to Medically Necessary Services, subject to the terms of this Section. Services not provided at or billed by the Hospitals are not covered by this Policy.
2. Non-Medically Necessary Services are not covered by this Policy unless the service or procedure has been ordered by a physician who is a member of the medical staff of a Verity Affiliated Hospital.
3. Emergency physicians who provide emergency medical services in a Hospital that provides emergency care are required by law to provide discounts to Self-Pay Patients and Patients with High Medical Costs who are at or below 350 percent of the Federal Poverty Level. Patients must contact the emergency physician's billing office for further information regarding financial assistance programs for emergency services.

B. General Eligibility

1. Eligibility for the Charity Care or Discounted Payment under the Policy will be determined on an individual basis and evaluated on an assessment of the patient's and/or family's need, financial resources, and all financial obligations including medical expenses.
2. Charity Care and Discounted Payment will be provided to Financially Qualified Patients without regard to race, religion, color, creed, age, gender, sexual orientation, national origin or immigration status.
3. Monetary assets reviewed for purposes of determining eligibility for Charity Care or Discounted Payment shall not include retirement or deferred-compensation plans qualified under the Internal Revenue Code or nonqualified deferred compensation plans. Also, the first $10,000 of the patient's monetary assets shall not be counted in determining eligibility, nor shall 50 percent of a patient's monetary assets over the first $10,000 be counted in determining eligibility. The Hospital may, nonetheless, require waivers or releases from the patient or the patient's family authorizing the Hospital to obtain verifying information from financial or commercial institutions, or other entities that hold or maintain the monetary assets.
4. Before a patient may be eligible for the Charity Care Program or the Discounted Payment Program, all available resources must first be applied, including, but not limited to, private health insurance (including coverage offered through the California Health Benefit Exchange), Medicare, Medi-Cal, the Healthy Families Program, the California Children's Services Program, or other state- or county-funded programs designed to provide health coverage.
5. Patients who are currently eligible for Medicaid in a state other than California will qualify for a 100 percent financial discount under this Policy, in the event that Hospital has not enrolled the patient's state's Medicaid plan.

6. Determining eligibility for the Charity Care Program and Discounted Payment Program requires the full cooperation of patients and their families, who must provide and complete required documents and information on a timely basis. If a person requesting a determination of eligibility under this Policy fails to provide information that is reasonable and necessary for the Hospital to determine eligibility, the Hospital may consider that failure in making its determination.

C. **Specific Eligibility.** Patients may apply for financial assistance under Section C.1 or Section C.2, as described below.

1. Discounted Payment Program. Both Self-Pay Patients and Patients with High Medical Costs are eligible to apply for the Discounted Payment Program.

a) **Self-Pay Patients:** For Self-Pay Patients whose family income is between 201 percent and 350 percent, inclusive, of the Federal Poverty Level, each Hospital shall limit the expected payment for services provided by the Hospital to the lesser of (A) the AGB, as calculated by the Hospital using the "Look-back Method" as defined in applicable regulations implementing Section 501(r) of the Internal Revenue Code, or (B) the highest amount of payment the Hospital would expect, in good faith, to receive for providing services from Medicare, Medi-Cal, the Healthy Families Program, or another government-sponsored health program of health benefits in which the Hospital participates. See Attachment B1 for the Amount Generally Billed and Attachment B2 for the Financial Assistance Sliding Scale.

b) **Patients with High Medical Costs:** For Patients with High Medical Costs whose documented income is between 201 percent and 350 percent, inclusive, of the Federal Poverty Level, each Hospital shall limit the expected payment for services provided by the Hospital to the amount of payment to the lesser of (i) the balance after any insurance payments are applied or (ii) the rate calculated in accordance with Section C.1.a above.

(1) After determining the applicable rate, the Hospital will apply the sliding scale set forth in Attachment B2.

(2) Patients seeking Discounted Payment must make reasonable efforts to provide the Hospital with documentation of income (limited to recent pay stubs or income tax returns) and health benefits coverage. Patients with High Medical Costs also must provide documentation of medical expenses paid by such patients or their families in the prior 12 months.

(3) Following a determination that an individual is eligible for the Discounted Payment Program, an individual may not be charged more than the amounts generally billed to individuals who have insurance covering emergency or other medically necessary care.

2. Charity Care Program. Hospitals will provide Charity Care (*i.e.*, care at no cost) to Financially Qualified Patients who are unable to pay, provided that the patient's income is at or below 200 percent of the Federal Poverty Level. Patients seeking Charity Care must make reasonable efforts to provide the Hospital with documentation of income, monetary assets (including all liquid and non-liquid assets owned, less liabilities and claims against such assets) and health benefits coverage.

V. Application Procedures

A. Notice Requirements

1. Posted Notice. Each Hospital will post information about the availability of Charity Care and Discounted Payment under this Policy, as set forth on Attachment C, at all locations with high patient volume, including admission and registration areas, emergency departments, outpatient settings and PFS offices.

2. Written Notice. Each Hospital will provide patients with written notice containing information about availability of the Charity Care and Discounted Payment Programs, including information about eligibility, as well as contact information for a hospital employee or office from which the person may obtain additional information about this Policy. This written notice also will be provided to patients who receive emergency and/or outpatient care and who may be billed for that care, but were not admitted as an inpatient. The notice shall be available in English and other languages, as determined by each Hospital's primary service area and in accordance with applicable federal and state law. Each Hospital shall retain written acknowledgement of a patient's receipt of such notice.

   a) This Policy, the Application Form and a Plain Language Summary of this Policy shall be made widely available on websites and by informing members of the community served by each Hospital as required by the regulations under Section 501(r) of the Code.

3. Billing Statements. Hospital billing statements will communicate the availability of government sponsored programs and Charity Care and Discounted Payment Programs for eligible patients and for any patient who has not provided proof of coverage at the time of billing. Each Hospital shall provide the following information with a patient's bill:

   a) A statement of charges for services provided by the Hospital;

   b) A request that the patient inform the Hospital if the patient has health insurance coverage, including Medicare, Healthy Families, Medi-Cal or other coverage;

   c) A statement indicating how patients may obtain applications for government sponsored coverage and that the Hospital will provide these applications; and

d) The name and telephone number of the Hospital representative from whom, or office from which, a patient may obtain information about the Hospital's financial assistance policies, and how to apply for assistance under those policies, along with the direct website address for the facility webpage which contains links to copies of this policy, a plain language summary of this policy and the application form for financial assistance under this policy.

B. Identification of Financially Qualified Patients.

1. Financial counselors or Health Benefits Resource Center (HBRC) staff at each Hospital will make reasonable efforts to obtain from the patient or his/her representative information about whether private or public health insurance or sponsorship may fully or partially cover the charges for care rendered by the Hospital to the patient.

2. Financial counselors and HBRC staff at each Hospital will assist patients in understanding and applying for government sponsored programs and for Charity Care or Discounted Payment.

3. Each Hospital will provide information about and applications for Medi-Cal, the Healthy Families Program, the California Health Benefit Exchange, and other state- or county-funded health coverage to uninsured patients in registration areas as well as in the PFS Department office. If the patient does not indicate coverage by a third-party payer or requests a discounted price, then each Hospital will provide the patient with an application for applicable government programs. Such applications will be made available prior to discharge (if the patient has been admitted) or to patients receiving emergency or outpatient care.

4. If a patient applies, or has a pending application, for another health coverage program at the same time s/he applies for Charity Care or Discount Payment under this Policy, neither application shall preclude eligibility for the other program.

C. Application Process.

1. A Financial Assistance Application, set forth on Attachment D, is provided to patients to begin assessment of a patient's qualifications for the Charity Care or Discounted Payment under this Policy. Patients may be referred to the Charity Care or Discounted Payment Programs by the patient's physician, family members, community or religious groups, social services or hospital personnel.

2. Eligibility for the Charity Care and Discounted Payment Programs requires the patient, the patient's guarantor or the patient's legal representative to provide accurate information and use reasonable efforts to provide all documentation necessary. If a person requesting a determination of eligibility under this Policy fails to provide the information that is reasonable and necessary for the Hospital to determine eligibility, the Hospital may consider that failure in making its determination.

3. Incomplete Financial Applications will not be denied due to insufficient information until the patient has been sent a letter requesting identifying the additional and/or missing information that is needed to complete the application, and stating a deadline after which the application will be denied if the requested information has not been received. Such deadline must constitute a reasonable period of time after that notice within which to provide the referenced information.

4. If the patient fails to complete an application or the application contains insufficient information and the patient does not comply with requests as noted in Sections V.C.2 and V.C.3, the Hospital will utilize a risk assessment scoring software algorithm to determine presumptive eligibility prior to sending patient account to pre-collection status. The software will be an industry-wide accepted product that has been validated by external audit.

5. Hospital HBRC staff will provide presumptive Medi-Cal eligibility for financial assistance applicants during hospital visit.

6. Eligibility for Charity Care or Discounted Payment is valid by individual admission. Eligible patients will be requested to attest to absence of changes in financial status for subsequent admissions or to furnish updated information reflecting changes in financial status, as applicable.

7. Documents used for verification of a patient's financial resources and household income in the Financial Assistance Application may include, but are not limited to:

    a) Copies of current paystubs, Social Security, disability or unemployment checks or award letters;

    b) A copy of any Medi-Cal Decision/Denial Notice;

    c) Household income of the patient and, if the patient is 18 years or older, the patient's spouse or domestic partner, and any dependent children under age 21, whether living at home or not; if the patient is under age 18, consider income of the patient, the patient's parents, guardians or caretaker relatives, and other children under age 21, whether living at home or not.

8. Collection activities will be suspended upon receipt of an application (including an incomplete application) and remain suspended during the eligibility determination process.

9. Hospitals will keep all applications and supporting documentation confidential in accordance with the VHS Policy/Procedure 11.0, Compliance with the Health Insurance Portability and Accountability Act of 1996.

10. Eligibility for Charity Care or Discounted Payment may be determined at any time by the Hospital as information on the patient's eligibility becomes available. Applications received after 240 days from the first patient bill must be approved by the Vice President for Revenue Cycle.

D. Notification of Charity Care or Discounted Payment Determination.

1. The Hospital's HBRC Department will provide an eligibility determination to the patient or his/her representative within thirty (30) days after receipt of a completed Financial Assistance Application, including all required documentation.

2. A notification regarding the Charity Care or Discounted Payment determination will be mailed to the patient or his/her representative. This notification will identify the amount due from the patient and the amount of payment discount, if any, applied to the patient's account.

3. A patient or his/her representative(s) may appeal a determination by providing additional information, such as income verification or an explanation of extenuating circumstances, to the HBRC Director within thirty (30) days of notification of the Hospital's determination. The Hospital HBRC Director will review and decide all appeals. The patient or his/her representative will be notified of the outcome.

E. Extended Payment Plan.

1. A patient who qualifies for Discounted Payment shall cooperate with the Hospital in establishing an Extended Payment plan. If the Hospital and the patient cannot agree on an Extended Payment plan, then the Hospital shall create a Reasonable Payment plan. Such payment plan shall be interest-free and negotiable and will be based upEon the chart, below.

Account Balance	**Number of Months**
Less than $250	4 months
$250.01-$500	6 months
$500.01-$1,000	10 months
$1,000.01-$2,500	12 months
$2,500.01-$5000	24 months
Greater than $5,000.01	**36 months**

2. A patient who qualifies for a Discounted Payment must make good-faith efforts to honor the payment plan. Patients are responsible for communicating to the PFS Department any time an agreed upon payment plan may be broken.

3. A Hospital may declare an Extended Payment plan (including a Reasonable Payment plan) inoperative if the patient fails to make all consecutive payments during a 90-day period. Before declaring an Extended Payment plan inoperative, the Hospital, collection agency or assignee shall make a reasonable attempt to contact the patient by telephone, give written notice that the Extended Payment plan may become inoperative, and inform the patient that s/he may renegotiate the terms of the payment plan.

4. Any variation in or deviation from an agreed upon payment plan must be approved by the VHS Vice President for Revenue Cycle.

VI. Collection Practices for Financially Qualified Patients

A. Each Hospital will maintain a written billing and collections policy stating when and under whose authority patient debt is advanced for collection, and whether the collection activity is conducted by the Hospital, an affiliate or a subsidiary of the Hospital, or by an external collection agency. Each Hospital will make copies of such billing and collections policy available to the public without charge by calling the Hospital's Customer Service Department, or by viewing your Verity Hospital's website information by visiting www.Verity.org.

B. Any written agreement between a Hospital and an agency that collects such Hospital's receivables shall require the affiliate, subsidiary or external collection agency of the Hospital that collects the debt to comply with the Hospital's definition and application of a Reasonable Payment plan, as set forth in this Policy. Furthermore, collections agencies used by Hospitals must follow fair debt and collection practices according to this Policy, and must further act in a manner that treats individuals with dignity, respect and compassion.

C. Prior to commencing collection activities, each Hospital or its assignee shall provide the patient with written notice containing (1) a statement that nonprofit credit counseling services may be available in the area, and (2) a plain language summary of the patient's rights pursuant to California Health and Safety Code Section 127430(a), with the following summary being sufficient if it appears in substantially the following form:

1. State and federal law require debt collectors to treat you fairly and prohibit debt collectors from making false statements or threats of violence, using obscene or profane language, and making improper communications with third parties, including your employer. Except under unusual circumstances, debt collectors may not contact you before 8:00 a.m. or after 9:00 p.m. In general, a debt collector may not give information about your debt to another person, other than your attorney or spouse. A debt collector may contact another person to confirm your location or to enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission by telephone at 1-877-FTC-HELP (382-4357) or online at www.ftc.gov.

2. Each Hospital also will provide this notice to patients along with any document indicating that the commencement of collection activities may occur.

D. No Hospital will pursue legal action for nonpayment of bills against any household where the primary wage earner(s) is unemployed or there are not significant income sources.

E. Financially Qualified Patients meeting an agreed upon monthly payment plan will not be assigned to a collection agency or reported to credit bureaus.

F. Each Hospital expects its external collection agencies to receive approval from the VHS Vice President for Revenue Cycle before pursuing any legal action against an individual who meets the requirements for a Financially Qualified Patient under this Policy.

G. Each Hospital or its assignee that is an affiliate or subsidiary of the Hospital will not, in dealing with patients eligible under any portion of this Policy, use wage garnishments or liens on primary residences as a means of collecting unpaid hospital bills of Financially Qualified Patients.

H. In dealing with patients eligible under any portion of this Policy, a collection agency or other assignee that is not a subsidiary or affiliate of a Hospital shall not use a wage garnishment (except by court order) or notice or conduct a sale of the patient's primary residence as means of collecting unpaid hospital bills.

I. Neither Section VI.G nor Section VI.H of this Policy shall preclude a Hospital, a collection agency or other assignee from pursuing reimbursement or any enforcement remedy or remedies from third-party liability settlements, tortfeasors or other legally responsible parties.

J. If a patient is attempting to qualify for eligibility under the Charity Care Program or Discounted Payment Program and is attempting in good faith to settle an outstanding bill with a Hospital by negotiating an extended payment plan or by making regular partial payments of a reasonable amount, then the Hospital shall not send the unpaid bill to any collection agency or other assignee, unless that entity has agreed to comply with this Policy.

K. Neither a Hospital nor any Hospital assignee or collection agency will report adverse information to a consumer credit reporting agency or commence civil action against a Financially Qualified Patient under the Discounted Payment Program for nonpayment of any patient debt at any time prior to 150 days after the initial billing. This period shall be extended if the patient has a pending appeal for coverage of the services until a final determination of the appeal is made.

1. A Hospital will not engage in Extraordinary Collection Actions against any individual to obtain payment for care before the Hospital has made reasonable efforts, in accordance with this Policy and applicable law, to determine whether the individual is eligible for financial assistance under this Policy.

2. "Extraordinary Collections Actions" are any of the following actions in order to collect an amount due for care: (i) deferring or denying further care, (ii) reporting debt to a credit bureau, (iii) selling bad debt to a third party unless certain requirements are met, or (iv) any activity including legal or judicial process (such as filing suit, property liens, garnishment, etc.).

L. No information collected by any Hospital for the purpose of determining eligibility for Charity Care or Discounted Payment shall be used for collections activities. However, the Hospital, collection agency or assignee may use information obtained independently of the eligibility process for the Charity Care Program or the Discounted Payment Program.

VII. Reference

A. California Health & Safety Code §§ 127400–127446 (Hospital Fair Pricing Policies) and §§ 127450–127462 (Emergency Physician Fair Pricing Policies)

B. California Family Code § 297 (Definition: Domestic Partner)

C. U.S. Department of Health and Human Services, Poverty Guidelines, *available at* http://aspe.hhs.gov/poverty/

D. Internal Revenue Code § 501(c)(3) (Tax-Exempt Organizations)

VIII. Implementation and Review

A. This Policy is to be implemented by VHS President and CEO, Hospital Presidents and CEOs and VHS Vice President for Revenue Cycle.

B. This Policy is to be reviewed annually for compliance and relevance by VHS President and CEO, Hospital Presidents and CEOs, and VHS Vice President for Revenue Cycle.

IX. Attachments

A. Verity Affiliate Hospitals

B1. Amount Generally Billed

B2. Financial Assistance Sliding Scale

C. Patient Notification

D. Financial Assistance Application

E. Verity Affiliate Hospitals Department List

Verity Health

ATTACHMENT A1
VERITY AFFILIATE HOSPITALS

O'CONNOR HOSPITAL
2105 FOREST AVENUE
SAN JOSE, CA 95128

ST. FRANCIS MEDICAL CENTER
3630 EAST IMPERIAL HIGHWAY
LYNWOOD, CA 90262

ST. LOUISE REGIONAL HOSPITAL
9400 NO NAME UNO
GILROY, CA 95020

ST. VINCENT MEDICAL CENTER
2131 WEST THIRD STREET
LOS ANGELES, CA 90057

SETON MEDICAL CENTER
1900 SULLIVAN AVENUE
DALY CITY, CA 94015

SETON MEDICAL CENTER – COASTSIDE
600 MARINE BOULEVARD
MOSS BEACH, CA 94038

Verity Health

ATTACHMENT A2

CHARITY CARE AND DISCOUNTED PAYMENT PROGRAMS

All Financial Assistance Applications Should Be Mailed To:

- Verity Health System
  Attn: Health Benefit Resource Center (HBRC)
  1900 Sullivan Avenue
  Daly City, CA 94015

All Questions Regarding Financial Assistance Should Be Directed To:

- (888) 874-2585

ATTACHMENT B1

AMOUNT GENERALLY BILLED CALCULATION

Verity Health System provides financial assistance and charity care to patients meeting the eligibility criteria outlined in the Financial Assistance Policy (FAP). After the patient's account(s) is reduced by the financial assistance adjustment based on the policy, the patient/guarantor is responsible for the remainder of their outstanding liability which shall be no more than the amounts generally billed (AGB) to individuals who have insurance for emergency or medically necessary care. Verity Health System determines AGB by utilizing the "look-back" method. The AGB percentage is calculated by using claims allowed by Medicare fee for services (FFS) with a discharge date from the previous fiscal year (July – June). For these claims, the sum of all allowable reimbursement amounts is divided by the associated gross charges. The AGB percentage is applicable as of July 1st of each year.

Amounts Generally Billed – Medicare FFS only		
Effective June 30, 2018		
Amounts Generally Billed		
Hospital	*Inpatient*	*Outpatient*
O'Connor	15.00%	16.00%
Seton	12.00%	11.00%
Seton – Coastside	N/A	10.00%
St. Louise	14.00%	11.00%
St. Francis	22.00%	9.00%
St. Vincent	14.00%	12.00%

ATTACHM B2

FINANCIAL ASSISTANCE SLIDING SCALE
DISCOUNT AS PERCENTAGE OF GROSS CHARGES

FEDERAL POVERTY LEVEL AND ASSOCIATED DISCOUNT												
NO. IN FAMILY OR HOUSEHOLD	FEDERAL POVERTY LEVEL (FPL) *	200% of FPL 1 Discount	215% of FPL 0.9 Discount	230% of FLP 0.8 Discount	245% of FPL 0.7 Discount	260% of FPL 0.6 Discount	275% of FPL 0.5 Discount	290% of FPL 0.4 Discount	305% of FPL 0.3 Discount	320% of FPL 0.2 Discount	335% of FPL 0.1 Discount	351% of FPL 0 Discount
1	$12,490	$24,980	$26,854	$28,727	$30,601	$32,474	$34,348	$36,221	$38,095	$39,968	$41,842	$43,840
2	$16,910	$33,820	$36,357	$38,893	$41,430	$43,966	$46,503	$49,039	$51,576	$54,112	$56,649	$59,354
3	$21,330	$42,660	$45,860	$49,059	$52,259	$55,458	$58,658	$61,857	$65,057	$68,256	$71,456	$74,868
4	$25,750	$51,500	$55,363	$59,225	$63,088	$66,950	$70,813	$74,675	$78,538	$82,400	$86,263	$90,383
5	$30,170	$60,340	$64,866	$69,391	$73,917	$78,442	$82,968	$87,493	$92,019	$96,544	$101,070	$105,897
6	$34,590	$69,180	$74,369	$79,557	$84,746	$89,934	$95,123	$100,311	$105,500	$110,688	$115,877	$121,411
7	$39,010	$78,020	$83,872	$89,723	$95,575	$101,426	$107,278	$113,129	$118,981	$124,832	$130,684	$136,925
8	$43,430	$86,860	$93,375	$99,889	$106,404	$112,918	$119,433	$125,947	$132,462	$138,976	$145,491	$152,439
For each additional person add:	$4,420	$8,840	$9,503	$10,166	$10,829	$11,492	$12,155	$12,818	$13,481	$14,144	$14,807	$15,514

Based upon the U.S. Department of Health and Human Services (HHS) Poverty Guidelines for the 48 Contiguous States and the District of Columbia, Federal Register 1167-1168 (Feb. 1, 2019), available at https://aspe.hhs.gov/poverty-guidelines.

ATTACHMENT C

PATIENT NOTIFICATION

Charity Care and Discounted Payment Programs

Consistent with its mission, Verity Health System hospitals provide free or reduced cost medical services to persons who are unable to pay for their care and who meet qualification of these programs.

Please discuss your individual needs with a Financial Counselor within the Patient Access department. Upon completion of a Financial Assistance Application, along with the submission of all required documents, you may be eligible for financial discounts as defined by the Verity Health System Financial Assistance Policy.

Please contact our Financial Assistance Team at 888- 874-2585 with questions.

ATTACHMENT D

FINANCIAL ASSISTANCE APPLICATION

Documents used for verification of a patient's financial resources and household income in the Financial Assistance Application may include, but are not limited to:

- Copies of current paystubs, Social Security, disability or unemployment checks and award letters;
- A copy of any Medi-Cal Decision/Denial Notice;
- Household income of the patient and, if the patient is 18 years or older, the patient's spouse or domestic partner, and any dependent children under age 21, whether living at home or not; if the patient is under age 18, consider income of the patient, the patient's parents, guardians or caretaker relatives, and other children under age 21, whether living at home or not.

Please return your completed application, with all requested forms, to the following address or drop off at your local Verity Health HBRC Office.

Verity Health System
Attention: HBRC
1900 Sullivan Avenue
Daly City, CA 94015

Please be advised this is not a guarantee that financial assistance will be awarded, and your payments should continue a regular basis until a determination has been made. Your application and the information provided will be reviewed. A decision will be provided to you in writing.

Thank you for your cooperation. We look forward to assisting you through this process. Should you have any questions about your application, please contact our Financial Assistance Team in the Health Benefits Resource Center (HBRC) at 888-874-2585.

Verity Health

CHARITY CARE AND FINANCIAL ASSISTANCE APPLICATION

LAST NAME (PATIENT)	FIRST	MIDDLE	SOCIAL SECURITY #
	BIRTHDATE		

RESIDENCE ADDRESS (FACILITY ADDRESS IF HOMELESS)	HOW LONG	PHONE

CITY	STATE	ZIP	MARITAL STATUS

LAST NAME (GUARANTOR IF DIFFERENT FROM ABOVE)	BIRTHDATE	SOCIAL SECURITY #
EMPLOYER OF GUARANTOR (NAME AND FULL ADDRESS)		
PHONE		MONTHLY GROSS PAY
OTHER EMPLOYER (NAME AND FULL ADDRESS)		
PHONE		MONTHLY GROSS PAY
IF UNEMPLOYED, NAME OF LAST EMPLOYER AND FULL ADDRESS		
		LAST EMPLOYMENT DATE

DEPENDENT FAMILY MEMBERS (IF MORE SPACE IS NEEDED, PLEASE	BIRTHDATE	RELATIONSHIP	EMPLOYER	ANNUAL INCOME
1.				
2				
3				
4				
5				
6				
7				
8				
9				

Verity Health

□ RENT HOME □ OWN HOME			*OTHER MONTHLY INCOME* $ *SPECIFY SOURCE*	
OWED TO OTHERS TO WHOM OWED	PRESENT BALANCE	MONTHLY PAYMEN	BANK NAME & ACCOUNT	ACCOUNT BALANCE
RENT/MORTGAGE			CHECKING	
UTILITIES			SAVINGS OR CERTIFICATE	
FOOD			403(B) OR 401(K)	
AUTO LOAN			STOCKS & BONDS	
CREDIT CARDS (PLEASE LIST BELOW)			IRA	
OTHER OBLIGATIONS (CHILD SUPPORT			AUTO (YEAR & MAKE)	
ADDITIONAL INFORMATION			AUTO (YEAR & MAKE)	
BILLS OWED TO OTHER MEDICAL			OTHER ASSETS (ADDITIONAL ASSETS NOT INCLUDED)	
COST OF PRESCRIPTION MEDICATION(S)			RESIDENCE MARKET VALUE	
			INSURANCE CASH VALUE	
			OTHER ASSETS (DESCRIBE; I.E. SECOND HOME)	
			TRUSTEE NAME & ACCT. NUMBER	
TOTAL DEBTS			**TOTAL ASSETS**	

I CERTIFY THAT ALL STATEMENTS MADE IN THIS APPLICATION ARE TRUE AND COMPLETE. YOU ARE HEREBY AUTHORIZED TO CHECK MY CREDIT HISTORY IN ORDER TO EVALUATE THIS APPLICATION FOR FINANCIAL ASSISTANCE CONSIDERATION.

SIGNATURE	DATE

ATTACHMENT E

ALL DEPARTMENTS IN THE FOLLOWING VERITY AFFLIATED HOSPITALS ARE COVERED BY THE VERITY FINANCIAL ASSISTANCE POLICY:

O'Connor Hospital

Seton Coastside

Seton Medical Center

St. Francis Medical Center

St. Louise Regional Hospital

St. Vincent Medical Center

NOTE:

Only services provided by Hospitals listed above are covered by the Policy.

This Policy does not apply to any physician or other medical provider, including emergency room physicians, anesthesiologists, radiologists, hospitalists, pathologists, surgeons, and other physicians and members of the medical staff of a Hospital, except in limited circumstances where the physician's services are included in the Hospital's bill. Each Hospital will maintain on its website a listing of its departments/service lines in which physician services are included in the Hospital's bill and therefore covered by this Policy.

Patients should contact the billing office of a physician to request information about any financial assistance such physician may offer.

Title 11, California Code of Regulations, § 999.5(d)(5)(B)

Exhibit 2

CALIFORNIA
HOSPITAL
ASSOCIATION

Providing Leadership in Health Policy and Advocacy

September 8, 2017

Melanie Fontes Rainer
Special Assistant to Attorney General Xavier Becerra
Office of the Attorney General
1300 I Street
Sacramento, CA 95814-2919

SUBJECT: California Hospital Association Proposal – Request of Attorney General's Office for Modification of Charity Care Cost Conditions

Dear Melanie:

The California Hospital Association (CHA) has convened a group of hospitals to develop a proposal that provides flexibility to the Attorney General (AG) when determining the Charity Care conditions. The represented group numbers nine individual hospitals and two systems for a total of 32 hospitals. This unique group of hospitals has undergone a sale or transfer of not-for-profit facilities during a window of time experiencing tremendous change that has affected the entire healthcare industry and California in particular.

The AG's Office determines charity care requirements as part of a set of conditions established during the sale and transfer of not-for-profit hospitals. Those conditions state that if a hospital does not incur the specified cost in a specified amount, then the hospital must pay cash equal to any "deficiency" to a non-profit public benefit entity.

CHA believes that the required level of charity care should not be based on a period of time prior to the implementation of the coverage provisions of the Affordable Care Act (ACA). The implementation of the ACA in California resulted in the expansion of Medi-Cal and the development of the Covered California Marketplace, resulting in new coverage for more than 5 million individuals. CHA is proposing a modification of the approach to determining the charity care requirement that would consider the changing environment, yet preserves the State's interest in maintaining a commensurate level of charity care to the local communities served by hospitals.

Under the ACA, California has achieved the following:

- Over 5 million Californians have insurance as a result of the ACA — roughly a quarter of all Americans covered under the law.

1215 K Street, Suite 800, Sacramento, CA 95814 · *Telephone:* 916.443.7401 · *Facsimile:* 916.552.7596 · www.calhospital.org
Corporate Members: Hospital Council of Northern and Central California, Hospital Association of Southern California, and Hospital Association of San Diego and Imperial Counties

- 91 percent of Californians are now insured. The uninsured rate in California fell from 17 percent in 2013 to a historic low of 8.5 percent in 2015.

Given the unforeseen impact of the ACA on charity care costs, the hospitals propose that the minimum charity care costs amount, as required by the AG's Office, be modified in the following manner:

1. Using Hospital Annual Financial Disclosure reports from the Office of Statewide Health Planning and Development (OSHPD) for fiscal years ended 2013 through 2015 (the latest information available), calculate the charity care costs for each fiscal year for all not-for-profit hospitals within the community served by the hospital. Costs are determined by applying the charity care write-offs, multiplied by the hospital's cost-to-charge ratio.

2. Document the percentage change from 2013 to 2015 for these hospitals in the community and apply the percentage change to the AG specified charity care cost target to compute a community-wide reduction amount.

3. Deduct the reduction amount from the AG specified charity care cost target to determine a modified minimum charity cost target.

4. Below is an example:

AG Required Charity Cost Target (a)	Community-based Reduction Percentage (b)	Reduction Amount (a * b = c)	Modified Minimum Charity Cost Target (a+c)
$15,000,000	(40.0%)	($6,000,000)	$9,000,000

5. The modified minimum charity cost target would be applicable for a hospital's fiscal year ended in 2015 and future subsequent fiscal years would adhere to conditions pursuant to the Consent Letter between the AG's Office and the hospital.

This request for revision is consistent with the regulations at Title 11, Chapter 15, Section 999.5(h)(1), which state that an entity may request approval of any amendment of their terms and conditions of any agreement or transaction for which the AG has given consent or conditional consent, based solely on "a change in circumstances that could not have reasonably been foreseen at the time of the Attorney General's action."

The impact of the ACA on charity care costs is, most certainly, a "change in circumstances that could not have reasonably been foreseen at the time of the Attorney General's action." The spirit and intent of charity care at these hospitals has not changed, and the reasons for the originally imposed conditions remain valid. What has changed, however, is the number of patients for whom each of these hospitals can provide this charity care, and this change remains outside of the control of these providers. While this proposal relates to a finite group of hospitals, should unforeseen yet substantial changes occur in the shifting future of healthcare, this proposal may provide a starting point for the AG to contemplate the appropriate response.

The hospitals reiterate that they remain committed to providing a level of charity care and services to patients at levels responsive to the needs of their headier communities.

CHA appreciates the opportunity to work with the AG and staff to ensure those commitments are achieved. We would like to request a meeting with the AG's Office in early September to further discuss the proposal.

Sincerely,

Anne McLeod
Senior Vice President
Health Policy & Innovation

#17

Title 11, California Code of Regulations, § 999.5(d)(5)(C)

A description of all services provided by each health facility that is the subject of the transaction in the past five years to Medi-Cal patients, county indigent patients, and other classes of patients

1. Attached to this Section 999.5(d)(5)(C) as **Exhibit 1** is a description of services provided by Seton Medical Center in the past five years to Medi-Cal patients, county indigent patients, and other classes of patients and a copy of the current hospital license.

2. Attached to this Section 999.5(d)(5)(C) as **Exhibit 2** is a description of services provided by St. Francis Medical Center in the past five years to Medi-Cal patients, county indigent patients, and other classes of patients and a copy of the current hospital license.

3. Attached to this Section 999.5(d)(5)(C) as **Exhibit 3** is a description of services provided by St. Vincent Medical Center in the past five years to Medi-Cal patients, county indigent patients, and other classes of patients and a copy of the current hospital license.

Title 11, California Code of Regulations, § 999.5(d)(5)(C)

Exhibit 1

§ 999.5(d)(5)(C)

Description of Services to Medi-Cal, County Indigent and Other Classes of Patients

A description of the medical services provided by Seton Medical Center to Medi-Cal patients, county indigent patients and other classes of patients is set forth in the Community Health Impact Report, attached to Section (5) (G) of this application, and is incorporated by reference herein. The data and/or information provided by Seton Medical Center in response to this section represents its best estimate of the costs of the medical services provided by Seton Medical Center to its Medi-Cal, Medicare, managed care, county indigent and other classes of patients. Generally, all types of medically necessary hospitals services are available to these classes of patients.

Relevant excerpts from the Community Health Impact Report are attached hereto.

Profile and Key Services: Seton Medical Center (SMC), Daly City, CA

- SMC is an acute care hospital located in Daly City, CA, with a licensed capacity of 357 beds, of which 274 are general acute care beds and 83 are sub-acute and skilled nursing beds
- Founded as Mary's Help Hospital in 1893, SMC serves 1.5 million residents of San Francisco and northern San Mateo County with comprehensive inpatient and outpatient medical specialties, as well as emergency and urgent care services
- The Joint Commission Certification as a Primary Stroke Center
- Full Accreditation by the Commission on Cancer® Program of the American College of Surgeons
- Approved Receiving Center for STEMI by San Mateo County
- American Heart Association/American Stroke Association's Get with the Guidelines®-Stroke Gold Plus
- Quality Achievement Award and Target: Stroke Honor Roll
- Certificate of Recognition for Education Service Meeting the National Standards for Diabetes Management Education from May 9, 2015 – May 9, 2019
- In FY2018, SMC and its subsidiary Seton Coastside (SMCC) together provided $1 million in community benefit programs and services to the community, as well as $50 million in care for the elderly

Key services / clinical specialties at Seton Medical Center include:

- Cardiovascular Treatment
- Diabetes Education and Screening
- Emergency Services
- Gastroenterology Treatment
- Geriatric Behavioral Health
- Orthopedics and Joint Replacement
- Spine Care and Pain Management
- Stroke Prevention and Treatment
- Surgical Procedures
- Cancer Treatment and Early Detection

Profile and Key Services: Seton Medical Center Coastside (SMCC), Moss Beach, CA

- SMCC is an accredited rural hospital providing emergency services, skilled nursing care and outpatient ancillary services
- SMCC is a subsidiary of SMC and operates under its license. SMCC receives administrative, information technology and other ancillary support services from SMC.
- Seton Coastside, is a 116-bed skilled nursing complex offering inpatient care and the only 24-hour standby Emergency Department on the Pacific Coast between Daly City and Santa Cruz
- The facility has a licensed capacity of 121 beds, of which five are acute/emergency department beds and 116 are skilled nursing beds
- Offers specialized physical, occupational and speech therapy, along with radiology and laboratory services
- SMCC and its predecessors have been providing services in the area since 1970

Key services at Seton Coastside include:

- Inpatient Skilled Nursing
- Standby ED
- Physical Therapy
- Occupational Therapy
- Speech Therapy
- Radiology Services
- Laboratory Services

Cost and Revenue by Payor (SMC and SMCC)

- SMC and SMCC rely on government programs for reimbursement of services with Medicare and Medi-Cal participants
- Medicare and Medi-Cal accounted for approximately 36% and 35% of patient days (excl. nursery days) at SMC in FY2017, and approximately 39% and 34% in FY2018, respectively
- SMCC is one of only a few standalone SNFs in the region that accepts Medi-Cal; the facility relies heavily on Medi-Cal for its occupancy
    - Medi-Cal participants accounted for approximately 90% of all patient days (excl. nursery days) over the past two fiscal years (2017 and 2018)

Seton Medical Center
Cost of Services by Payer Category
FY 2014 - 2018

	2014	2015	2016	2017	2018
Operating Expenses	$278,796,889	$286,362,023	$277,839,919	$280,575,067	$296,633,104
Adjusted Operating Expenses	265,070,033	257,904,546	259,626,551	261,981,488	264,597,218
Cost of Services by Payer					
Medicare	$130,138,050	$105,428,330	$98,087,193	$107,473,764	$107,638,411
Medi-Cal	67,736,027	74,874,550	74,747,286	68,133,865	72,291,690
Third Party	62,407,136	75,358,302	84,665,303	84,325,715	81,765,760
Other	4,788,820	2,243,364	2,126,770	2,048,143	2,901,358

Seton Medical Center
Net Patient Revenue by Payer *(incl. Provider Fee)*
FY 2014 - 2018

	2014	2015	2016	2017	2018
Medicare	$89,936,722	$66,758,641	$52,441,911	$61,485,450	$54,949,006
Medi-Cal	41,744,587	56,098,932	42,987,985	61,091,387	79,962,513
Third Party	109,676,137	122,859,107	117,152,741	125,180,852	118,220,489
Other	1,240,341	832,334	789,157	894,043	1,047,445
Total	**$242,597,787**	**$246,549,014**	**$213,371,794**	**$248,651,732**	**$254,179,453**

Source: Per OSHPD Disclosure Reports (2014 -2018)

Seton Medical Center *(Actuals)* *$ in 000's*	FY 2015 Jul - Jun	FY 2016 Jul - Jun	FY 2017 Jul - Jun	FY 2018 Jul - Jun	YTD FY 2019 Jul - Feb
Inpatient Gross Revenue					
Inpatient Medicare	$325,070.7	$304,357.5	$373,725.6	$351,474.3	$205,909.3
Inpatient Medi-Cal	239,570.1	213,579.8	219,035.0	215,109.8	155,118.5
Inpatient HMO/PPO	338,031.8	296,132.3	371,615.3	344,960.0	217,881.3
Inpatient Self-Pay	15,203.5	10,671.6	14,531.0	10,473.4	8,033.0
Inpatient Capitation	0.0	0.0	0.0	0.0	0.0
Inpatient Other	10,497.2	8,146.7	11,145.6	10,640.4	11,054.0
Total Inpatient Revenue	**$928,373.3**	**$832,888.0**	**$990,052.6**	**$932,657.9**	**$597,996.2**
Outpatient Gross Revenue					
Outpatient Medicare	$140,592.4	$121,896.2	$135,796.7	$150,224.5	$87,992.5
Outpatient Medi-Cal	106,593.3	96,372.5	91,419.1	97,598.5	64,372.8
Outpatient HMO/PPO	225,430.7	194,529.1	202,192.9	227,452.4	163,766.2
Outpatient Self-Pay	11,405.0	8,781.9	8,300.6	12,416.9	11,081.2
Outpatient Capitation	0.0	0.0	0.0	0.0	0.0
Outpatient Other	2,210.8	2,607.1	3,209.3	4,789.1	3,858.8
Total Outpatient Revenue	**$486,232.2**	**$424,186.8**	**$440,918.6**	**$492,481.5**	**$331,071.5**
Total Patient Revenues	**$1,414,605.5**	**$1,257,074.8**	**$1,430,971.2**	**$1,425,139.4**	**$929,067.7**
Days By Financial Class					
Total Medicare Days	14,024.0	14,596.0	16,090.0	17,251.0	10,812.0
Total Medi-Cal Days	17,630.0	16,387.0	15,612.0	14,951.0	11,903.0
Total HMO/PPO Days	14,353.0	12,184.0	12,853.0	11,748.0	7,974.0
Total Self-Pay Days	599.0	523.0	688.0	409.0	359.0
Total Capitation Days	0.0	0.0	0.0	0.0	0.0
Total Other Days	0.0	0.0	0.0	0.0	0.0
Total Days - Detail (excl. Nursery Days)	**46,606.0**	**43,690.0**	**45,243.0**	**44,359.0**	**31,048.0**
Discharges By Financial Class					
Medicare Discharges	2,290.0	2,125.0	2,188.0	2,001.0	1,259.0
Medi-Cal Discharges	1,247.0	822.0	931.0	815.0	525.0
HMO/PPO Discharges	2,822.0	2,323.0	2,519.0	2,381.0	1,473.0
Self-Pay Discharges	97.0	75.0	57.0	86.0	136.0
Capitation Discharges	0.0	0.0	0.0	0.0	0.0
Other Discharges	0.0	0.0	0.0	0.0	0.0
Total Discharges - Detail (excl. Nursery)	**6,456.0**	**5,345.0**	**5,695.0**	**5,283.0**	**3,393.0**

Seton Coastside *(Actuals)* *$ in 000's*	FY 2015 Jul - Jun	FY 2016 Jul - Jun	FY 2017 Jul - Jun	FY 2018 Jul - Jun	YTD FY 2019 Jul - Feb
Inpatient Gross Revenue					
Inpatient Medicare	$1,663.4	$2,269.7	$2,021.0	$3,215.4	$855.9
Inpatient Medi-Cal	48,874.9	48,098.7	51,786.5	54,527.5	39,996.7
Inpatient HMO/PPO	2,407.8	2,898.1	3,921.1	2,075.1	1,113.8
Inpatient Self-Pay	105.8	315.5	1.0	131.1	363.9
Inpatient Capitation	0.0	0.0	0.0	0.0	0.0
Inpatient Other	0.0	102.6	390.9	2,301.6	1,400.9
Total Inpatient Revenue	**$53,051.9**	**$53,684.6**	**$58,120.5**	**$62,250.7**	**$43,731.2**
Outpatient Gross Revenue					
Outpatient Medicare	$2,264.1	$1,817.1	$1,634.9	$1,571.5	$1,145.5
Outpatient Medi-Cal	4,378.0	4,318.2	3,562.3	3,428.2	1,988.5
Outpatient HMO/PPO	4,828.6	4,186.1	3,635.5	3,295.8	2,036.2
Outpatient Self-Pay	1,186.9	767.7	737.1	701.5	441.3
Outpatient Capitation	0.0	0.0	0.0	0.0	0.0
Outpatient Other	349.9	330.8	417.6	468.2	262.8
Total Outpatient Revenue	**$13,007.5**	**$11,419.9**	**$9,987.4**	**$9,465.1**	**$5,874.2**
Total Patient Revenues	**$66,059.4**	**$65,104.6**	**$68,107.9**	**$71,715.8**	**$49,605.5**
Days By Financial Class					
Total Medicare Days	704.0	1,453.0	1,199.0	1,779.0	630.0
Total Medi-Cal Days	34,451.0	33,442.0	36,029.0	37,388.0	25,253.0
Total HMO/PPO Days	947.0	1,606.0	2,116.0	1,038.0	446.0
Total Self-Pay Days	409.0	179.0	545.0	1,298.0	1,270.0
Total Capitation Days	0.0	0.0	0.0	0.0	0.0
Total Other Days	0.0	0.0	0.0	0.0	0.0
Total Days - Detail (excl. Nursery Days)	**36,511.0**	**36,680.0**	**39,889.0**	**41,503.0**	**27,599.0**
Discharges By Financial Class					
Medicare Discharges	7.0	12.0	13.0	14.0	2.0
Medi-Cal Discharges	54.0	77.0	92.0	42.0	26.0
HMO/PPO Discharges	12.0	13.0	15.0	9.0	6.0
Self-Pay Discharges	1.0	2.0	1.0	11.0	3.0
Capitation Discharges	0.0	0.0	0.0	0.0	0.0
Other Discharges	0.0	0.0	0.0	0.0	0.0
Total Discharges - Detail (excl. Nursery)	**74.0**	**104.0**	**121.0**	**76.0**	**37.0**

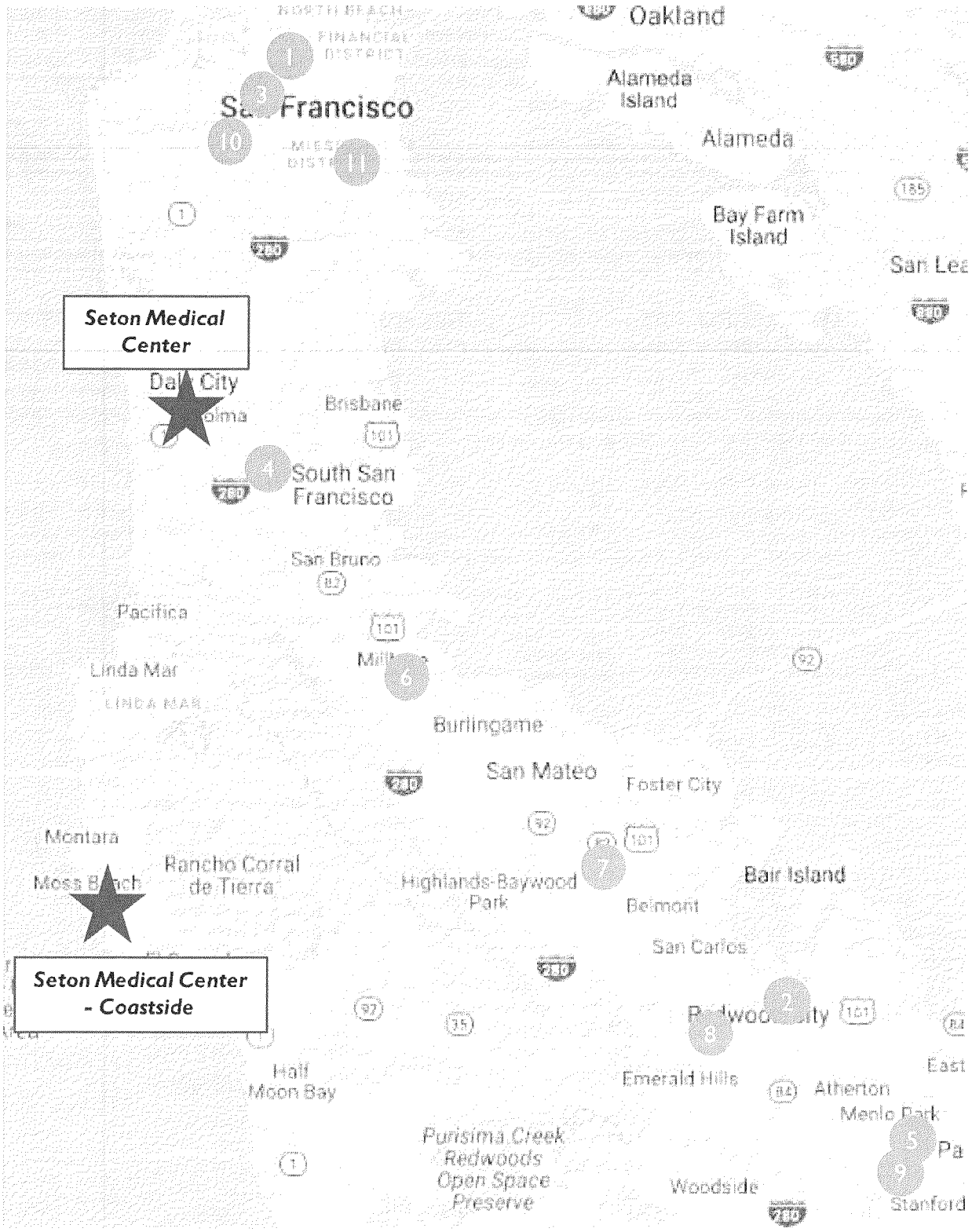
Patient Origin

The table below displays the 17 primary zip codes that comprise the service area from which 85.0% of Seton Medical Center's inpatient discharges originated in CY 2017. The top three zip codes account for 53.7% of total discharges.

	Zip Code	Community	SMC Inpatient Discharges	% of Total	Cumulative %	Service Area Total Discharges	SMC Market Share
1	94015	Daly City	1,370	25.0%	25.0%	5,011	27.3%
2	94014	Daly City	818	14.9%	39.9%	3,576	22.9%
3	94080	South San Franc	754	13.8%	53.7%	5,497	13.7%
4	94044	Pacifica	550	10.0%	63.7%	3,227	17.0%
5	94112	San Francisco	271	4.9%	68.7%	7,121	3.8%
6	94066	San Bruno	219	4.0%	72.7%	3,809	5.7%
7	94134	San Francisco	131	2.4%	75.0%	4,067	3.2%
8	94132	San Francisco	114	2.1%	77.1%	2,034	5.6%
9	94019	Half Moon Bay	79	1.4%	78.6%	1,295	6.1%
10	94116	San Francisco	61	1.1%	79.7%	4,348	1.4%
11	94110	San Francisco	56	1.0%	80.7%	5,921	0.9%
12	94038	San Mateo	53	1.0%	81.7%	275	19.3%
13	94124	San Francisco	43	0.8%	82.4%	4,695	0.9%
14	94122	San Francisco	41	0.7%	83.2%	3,966	1.0%
15	94401	San Mateo	34	0.6%	83.8%	3,221	1.1%
16	94030	San Mateo	32	0.6%	84.4%	1,832	1.7%
17	94403	San Mateo	32	0.6%	85.0%	3,541	0.9%
	Subtotal		4,658	85.0%			
All Other			823	15.0%	100.0%		
Total			**5,481**	**100.0%**			

Source: OSPHD Patient Origin 2017 Data

Seton Medical Center Hospital Service Area Map



	Affiliation	Beds	Distance (mi)[1]
Primary Competition			
CA Pacific Medical Center – Pacific	Sutter Health	291	10
Kaiser - Redwood City	Kaiser	213	24
Kaiser - San Francisco	Kaiser	247	9
Kaiser - South San Francisco	Kaiser	120	3
Stanford Children's	Stanford University	302	29
Mills - Peninsula Medical Center	Sutter Health	241	10
San Mateo Medical Center	San Mateo County	100	19
Sequoia Hospital	Dignity Health	208	22
Stanford Hospital	Stanford University	583	28
UCSF Medical Center	UCSF Health	782	7
SF General Hospital	San Francisco Health Network	403	8

Source: Project Phoenix – Confidential Information Memorandum (July 2018) Cain Brothers

Service Area Population and Demographic Profile

Source: Information below is from the SMC and SMCC Community Benefit Plan 2018

Fewer than one quarter (20%) of the residents in service area are under the age of 18, while one third (37%) are between the ages of 18 and 44. Fourteen percent are 65 years or older. The North County/Coastal service area cities have a diverse race/ethnic profile. The two largest racial subpopulations in the service area are White (41%) and Asian (39%). Across all racial groups, more than a quarter (26%) reported being of Hispanic/ Latino descent (the US Census Bureau does not consider Hispanic/ Latino to be a racial category). Data also indicate that nearly 8% of residents in the service area are living in poverty (100% of Federal Poverty Level, or FPL), similar to the proportion across San Mateo County as a whole. Nearly one in five North County/Coastal service area residents (19%) live below 200% of the FPL, and more than two in five (44%) households are overburdened by housing costs (i.e., housing costs exceed 30% of total household income).

License: 220000026
Effective: 01/01/2019
Expires: 12/31/2019
Licensed Capacity: 478

State of California
Department of Public Health

In accordance with applicable provisions of the Health and Safety Code of California and its rules and regulations, the Department of Public Health hereby issues

this **License** *to*

Seton Medical Center

to operate and maintain the following **General Acute Care Hospital**

Seton Medical Center

Seton Coastside

Seton Medical Center
1900 Sullivan Ave
Daly City, CA 94015-2200

Bed Classifications/Services

250 General Acute Care
18 Perinatal
14 Coronary Care
14 Intensive Care
3 Intensive Care Newborn Nursery
201 Unspecified General Acute Care
24 Acute Psychiatric (D/P)
83 Skilled Nursing (D/P)

Other Approved Services

Basic Emergency Medical
Cardiovascular Surgery
Mobile Unit - Other - CT/PET - Steriotactic Biopsy
Nuclear Medicine
Occupational Therapy
Outpatient Services - Ambulatory Surgery at Ambulatory Surgery Center, 1850 Sullivan Avenue, Suite 400, Daly City
Outpatient Services - Imaging Services at NSI Imaging Svcs & Block Suite, 1850 Sullivan Avenue, Suite 100, Daly City
Outpatient Services - Joint Replacement Program at Seton Orthopedic Institute Outpatient Center, 1850 Sullivan Avenue, Suite 150, Daly City
Outpatient Services - Women's Health Services at Breast Health Center, 1850 Sullivan Avenue, Suite 190, Daly City
Outpatient Services - Wound Care Center at Wound Care Center, 1500 South Gate Avenue, Suite 115, Daly City
Physical Therapy
Podiatry Service

(Additional Information Listed on License Addendum)

Refer Complaints regarding these facilities to: The California Department of Public Health, Licensing and Certification, San Francisco District Office, 150 North Hill Drive, Suite 22, Brisbane, CA 94005, (415)330-6353

POST IN A PROMINENT PLACE

State of California
Department of Public Health
License Addendum

License: 220000026
Effective: 01/01/2019
Expires: 12/31/2019
Licensed Capacity: 478

Seton Medical Center (Continued)
1900 Sullivan Ave
Daly City, CA 94015-2200

Other Approved Services (cont'd)
Radiation Therapy
Respiratory Care Services
Social Services

Seton Coastside
600 Marine Blvd
Moss Beach, CA 94038-9641

Bed Classifications/Services
5 General Acute Care
116 Skilled Nursing (D/P)

Other Approved Services
Dental Services
Occupational Therapy
Outpatient Services
Physical Therapy
Podiatry Service
Respiratory Care Services
Social Services
Speech Pathology
Standby Emergency Medical Services

This **LICENSE** is not transferable and is granted solely upon the following conditions, limitations and comments:
18 Perinatal beds suspended from 11/15/2018 to 11/14/2019 at 1900 Sullivan Ave.
3 Intensive Care Newborn Nursery beds suspended from 11/15/2018 to 11/14/2019 at 1900 Sullivan Ave.
CONSOLIDATED
Suspension of Outpatient Joint Replacement service located at Seton Orthopedic Institute Outpatient Center, 1850 Sullivan Avenue Suite 150, Daly City, 94015. Effective 11/15/18 to 11/14/19.

[redacted]

Karen L. Smith, MD, MPH
Director and State Public Health Officer

Stephanie Devlin, Staff Service Manager I

Refer Complaints regarding these facilities to: The California Department of Public Health, Licensing and Certification, San Francisco District Office, 150 North Hill Drive, Suite 22, Brisbane, CA 94005, (415)330-6353

POST IN A PROMINENT PLACE

Title 11, California Code of Regulations, § 999.5(d)(5)(C)

Exhibit 2

§ 999.5(d)(5)(C)

Description of Services to Medi-Cal, County Indigent and Other Classes of Patients

A description of the medical services provided by St. Francis Medical Center to Medi-Cal patients, county indigent patients and other classes of patients is set forth in the Community Health Impact Report, attached to Section (5) (G) of this application, and is incorporated by reference herein. The data and/or information provided by St. Francis Medical Center in response to this section represents its best estimate of the costs of the medical services provided by St. Francis Medical Center to its Medi-Cal, Medicare, managed care, county indigent and other classes of patients. Generally, all types of medically necessary hospitals services are available to these classes of patients.

Relevant excerpts from the Community Health Impact Report are attached hereto.

Profile and Key Services: St. Francis Medical Center, Lynwood, CA

- Founded in 1945, SFMC offers a full complement of medical, surgical and therapeutic services to more than 1.2 million area residents; SFMC is a nationally recognized 384-bed acute care facility
- Recognized for its full range of diagnostic and treatment services in specialties including Cardiovascular, Surgical, Maternal-Child Health and Trauma, an established network of community clinics and outreach programs, and a vital role in LA County's Public/Private Health Care Safety Net
- The Joint Commission designation as an Advanced Primary Stroke Center
- Level II Trauma Center
- Approved Receiving Center for STEMI and Stroke by LA County Emergency Medical Services Agency
- American Heart Association/American Stroke Association's Get With The Guidelines® - Stroke Gold Plus Quality Achievement Award
- 2017 Performance Excellence Awards for Preventing Infections: Catheter associated urinary tract infections, Methicillin-resistant Staphylococcus aureus, and Clostridium difficile – Collaborative Alliance for Nursing Outcomes (CALNOC)
- High Performing hospital rating for Adult Heart Failure Procedures/Conditions by U.S. News & World Report Hospital Rankings and Recognitions 2017-18
- In FY 2018, SFMC provided $7 million in community benefit programs and services to the community, as well as $19 million in care for the elderly

Key Services Include:

- Cardiovascular Treatment and Intervention
- Emergencies and Traumas (Level II Trauma Center)
- Mental Health Services
- Orthopedics and Total Joint Replacement
- Rehabilitation and Therapy
- Stroke Prevention and Treatment
- Surgical Services
- Women's, Maternity and Childbirth Care (Level III Neonatal Care Unit)
- Wound Care and Management
- Cancer Prevention and Treatment

Costs and Revenue by Payor

- SFMC received $109 million and $155 million in net supplemental funding under several programs in FY2017 and FY2018, respectively
    - In FY2018, approximately $113 million was received (net benefit – benefit received less what was paid into the program) under the statewide Hospital Quality Assurance Fee Program in FY 2017 approximately $4 million as a result of meeting certain Meaningful Use program requirements
    - SFMC also received approximately $32 and $42 million in Medi-Cal supplemental funding in FY 2017 and 2018, respectively
        - SFMC is the only Verity hospital to receive such payments
- SFMC received $101 million in Premium Revenue during fiscal year 2018
- Medicare and Medi-Cal participants accounted for ~80% of all patient days (excl. nursery days) over the past two fiscal years (FY2017 and FY2018)

St. Francis Medical Center
Cost of Services by Payer Category
FY 2014 - 2018

	2014	2015	2016	2017	2018
Operating Expenses	$369,587,775	$441,735,229	$429,594,350	$461,182,231	$514,663,838
Adjusted Operating Expenses	347,140,187	376,067,666	386,212,215	425,352,763	456,848,101
Cost of Services by Payer					
Medicare	$95,700,458	$107,513,214	$115,503,833	$116,647,056	$123,929,233
Medi-Cal	191,179,889	218,717,543	220,250,762	254,562,957	243,238,339
Third Party	21,109,653	25,899,735	32,949,174	36,831,477	59,728,610
Other	39,150,186	23,937,174	17,508,446	17,311,273	29,951,919

St. Francis Medical Center
Net Patient Revenue by Payer *(incl. Provider Fee)*
FY 2014 - 2018

	2014	2015	2016	2017	2018
Medicare	$93,238,160	$110,064,481	$136,515,528	$144,350,685	$135,713,168
Medi-Cal	201,938,947	304,753,777	279,685,630	341,683,327	358,625,068
Third Party	35,288,728	80,620,462	32,962,615	38,357,862	56,614,168
Other	8,433,229	4,696,257	1,962,832	1,299,690	22,286,940
Total	**$338,899,064**	**$500,134,977**	**$451,126,605**	**$525,691,564**	**$573,239,344**

Source: Per OSHPD Disclosure Reports (2014 -2018)

St. Francis Medical Center Actual

St. Francis Medical Center *(Actuals)* *$ in 000's*	FY 2015 Jul - Jun	FY 2016 Jul - Jun	FY 2017 Jul - Jun	FY 2018 Jul - Jun	YTD FY 2019 Jul - Feb
Inpatient Gross Revenue					
Inpatient Medicare	$180,218.3	$203,074.5	$256,090.0	$250,453.4	$171,777.7
Inpatient Medi-Cal	439,851.9	486,635.3	568,087.1	587,045.8	404,664.9
Inpatient HMO/PPO	169,263.8	180,636.3	204,781.6	313,030.8	201,947.4
Inpatient Self-Pay	110,432.6	86,555.9	85,444.0	93,169.6	36,457.6
Inpatient Capitation	101,540.8	108,246.5	120,331.7	118,605.7	89,685.8
Inpatient Other	21,024.8	17,232.2	21,540.4	16,461.3	14,761.9
Total Inpatient Revenue	**$1,022,332.2**	**$1,082,380.7**	**$1,256,274.8**	**$1,378,766.5**	**$919,295.4**
Outpatient Gross Revenue					
Outpatient Medicare	$49,672.2	$47,606.2	$40,582.0	$41,588.1	$28,797.7
Outpatient Medi-Cal	196,239.1	220,476.1	230,947.2	228,981.0	163,456.4
Outpatient HMO/PPO	87,418.8	83,827.7	89,440.6	109,178.4	82,829.2
Outpatient Self-Pay	86,453.9	63,049.7	67,045.3	98,990.7	47,385.7
Outpatient Capitation	49,164.7	49,793.0	50,294.5	57,933.3	38,761.5
Outpatient Other	9,855.7	7,237.9	7,989.9	7,784.9	5,796.4
Total Outpatient Revenue	**$478,804.4**	**$471,990.5**	**$486,299.4**	**$544,456.4**	**$367,026.9**
Total Patient Revenues	**$1,501,136.6**	**$1,554,371.2**	**$1,742,574.2**	**$1,923,222.9**	**$1,286,322.3**
Days By Financial Class					
Total Medicare Days	15,772.0	17,300.0	27,289.0	24,757.0	16,873.0
Total Medi-Cal Days	45,403.0	47,600.0	54,476.0	59,734.0	35,776.0
Total HMO/PPO Days	10,610.0	11,031.0	6,339.0	6,905.0	5,031.0
Total Self-Pay Days	1,380.0	1,468.0	1,289.0	1,298.0	695.0
Total Capitation Days	8,844.0	8,860.0	8,812.0	8,193.0	6,746.0
Total Other Days	7,618.0	5,899.0	5,394.0	4,551.0	3,051.0
Total Days - Detail (excl. Nursery Days)	**89,627.0**	**92,158.0**	**103,599.0**	**105,438.0**	**68,172.0**
Discharges By Financial Class					
Medicare Discharges	2,632.0	2,974.0	3,332.0	4,615.0	2,921.0
Medi-Cal Discharges	11,362.0	11,554.0	12,068.0	13,564.0	7,983.0
HMO/PPO Discharges	2,396.0	2,451.0	2,775.0	1,565.0	1,074.0
Self-Pay Discharges	324.0	382.0	394.0	411.0	214.0
Capitation Discharges	2,105.0	2,078.0	2,031.0	2,143.0	1,408.0
Other Discharges	744.0	624.0	449.0	389.0	208.0
Total Discharges - Detail (excl. Nursery)	**19,563.0**	**20,063.0**	**21,049.0**	**22,687.0**	**13,808.0**

Patient Origin

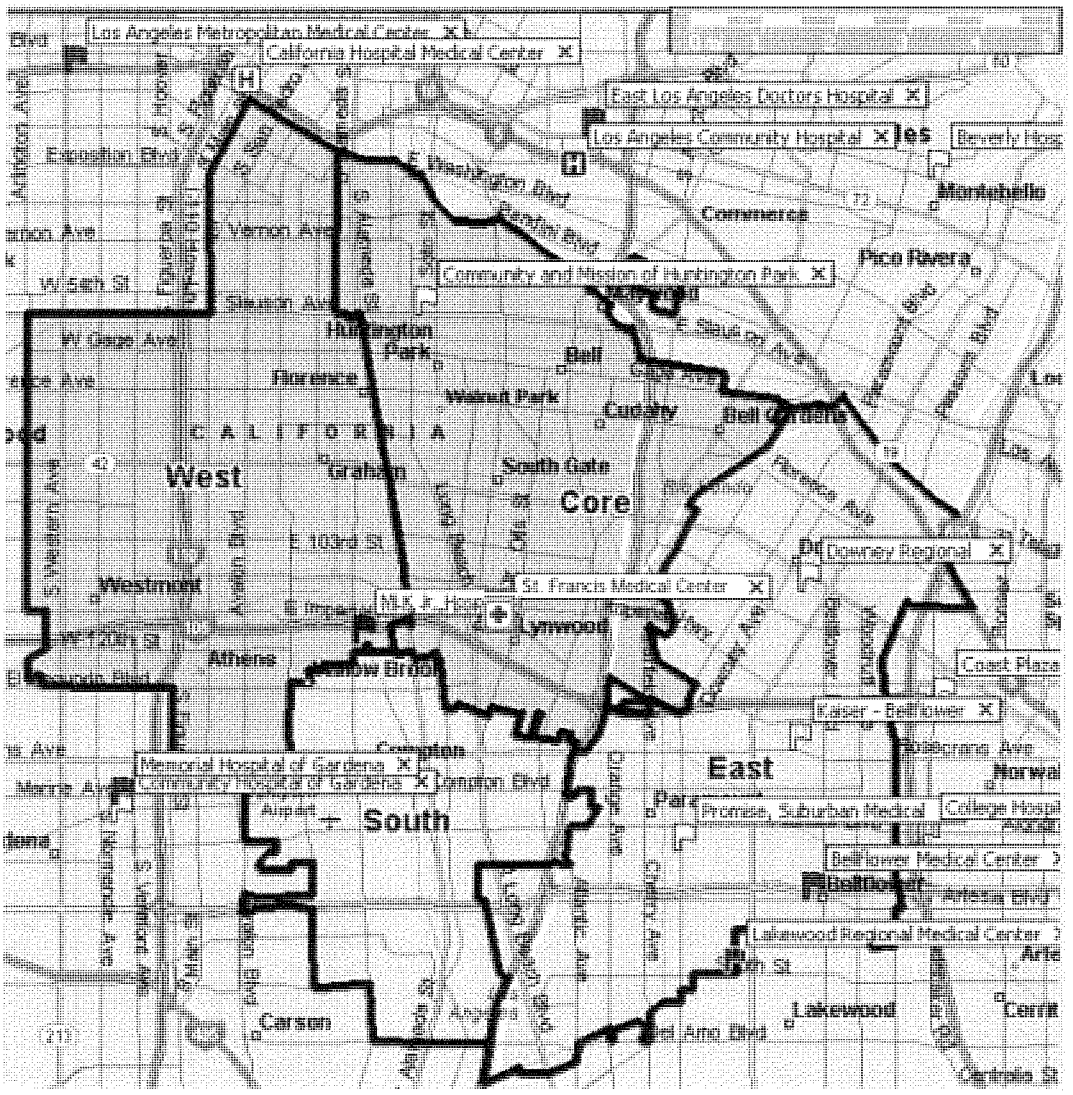
The table below demonstrates the 23 primary zip codes that comprise the service area from which

73.5% of St. Francis Medical Center's inpatient discharges originated in CY 2017. The top eight zip codes account for 50.5% of total discharges.

	Zip Code	Community	SFMC Inpatient Discharges	% of Total	Cumulative %	Service Area Total Discharges	SFMC Market Share
1	90262	Lynwood	2,849	10.9%	10.9%	7,295	39.1%
2	90280	Southgate	2,509	9.6%	20.5%	8,435	29.7%
3	90201	Bell Gardens	1,664	6.4%	26.9%	9,463	17.6%
4	90221	Compton	1,615	6.2%	33.0%	6,465	25.0%
5	90002	Los Angeles	1,259	4.8%	37.8%	6,497	19.4%
6	90059	Los Angeles	1,129	4.3%	42.2%	6,051	18.7%
7	90255	Huntington Park	1,117	4.3%	46.4%	6,929	16.1%
8	90001	Los Angeles	1,065	4.1%	50.5%	6,605	16.1%
9	90220	Compton	851	3.3%	53.8%	6,113	13.9%
10	90222	Compton	819	3.1%	56.9%	4,224	19.4%
11	90003	Los Angeles	749	2.9%	59.8%	9,085	8.2%
12	90044	Los Angeles	665	2.5%	62.3%	13,055	5.1%
13	90723	Paramount	630	2.4%	64.7%	5,000	12.6%
14	90061	Los Angeles	435	1.7%	66.4%	4,085	10.6%
15	90270	Maywood	358	1.4%	67.7%	2,616	13.7%
16	90706	Bellflower	318	1.2%	69.0%	7,947	4.0%
17	90805	Long Beach	310	1.2%	70.1%	10,801	2.9%
18	90242	Downey	295	1.1%	71.3%	4,368	6.8%
19	90241	Downey	275	1.1%	72.3%	4,088	6.7%
20	90247	Gardena	126	0.5%	72.8%	6,018	2.1%
21	90240	Downey	82	0.3%	73.1%	2,287	3.6%
22	90022	Los Angeles	57	0.2%	73.3%	7,205	0.8%
23	90040	Los Angeles	44	0.2%	73.5%	1,411	3.1%
		Subtotal	19,221	73.5%			
All Other			6,931	26.5%			
Total			**26,152**	**100.0%**			

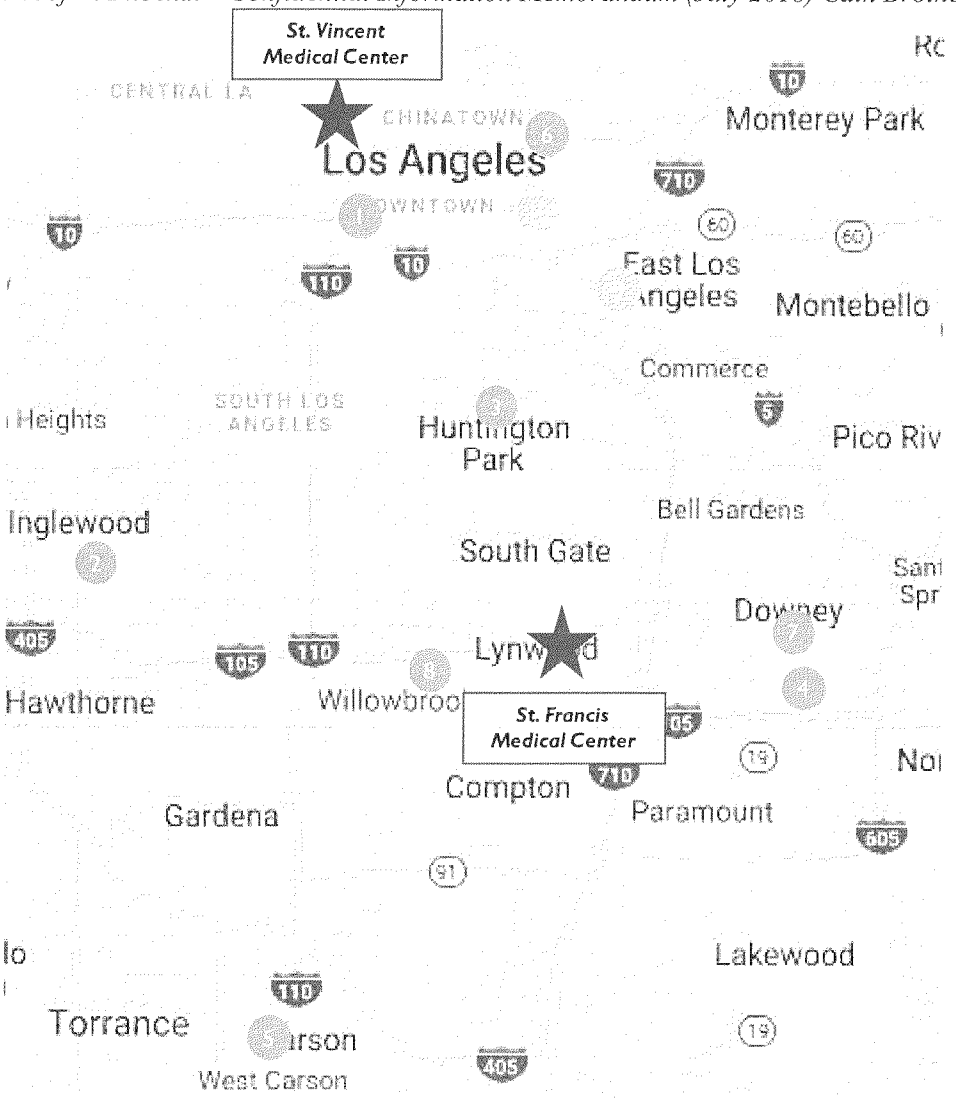
Source: 2017 OSHPD Patient Origin Datase; Zip Codes per 2018 Community Benefit Report

St. Francis Medical Center Service Area Map



Source: Per 2018 SFMC Community Benefit Report

Source: Project Phoenix – Confidential Information Memorandum (July 2018) Cain Brothers



	Affiliation	Beds	Distance (mi)
Primary Competition			
1 California Hospital Medical Center	Dignity Health	287	14
2 Centinela Hospital Medical Center	Prime Healthcare Services	345	11
3 Comm. Hospital of Huntington Park	Avanti Hospitals	81	6
4 Downey Medical Center	Kaiser Permanente	352	5
5 Harbor - UCLA Medical Center	LAC	415	12
6 LAC & USC Medical Center	LAC	600	14
7 PIH Health Hospital - Downey	PIH Health	199	5
8 MLK, Jr. Community Hospital	Standalone	461	3
Other Competition			
Los Angeles Community Hospital	Alta Hospitals System	91	9
Promise Hospital of East Los Angeles	Promise Healthcare	36	12

Service Area Population and Demographic Profile

Source: Information below is from the SFMC Community Benefit Plan 2018

Key Stats:

- **Age:** The largest age group is 15- 34 years old (30.44%), followed by age 45-64 (24.52%).
- **Ethnicity:** Latinos comprise the largest ethnic group (56.82%), followed by White (15.38%) and African-American (12.5%).
- **Household Language:** 81.5% of households speak Spanish.
- **Education:** 49.7% of the primary service area did not complete high school.
- **Poverty:** 26.6% of the residents in the primary service area are below 100% of the federal poverty level. The median income in the primary service area is $18,380.
- **Payor Mix:** 78.2% of reimbursements for health care services are derived from MediCal, Medicare, and Los Angeles County.

In the SFMC service area overall, 0-14 and 15-34 age groups show a gradual decrease. The 35-44 age group shows a decrease by 2019, but the group increases again by 2024. The 45-64 age group shows a slight increase by 2019, but then decreases by 2024. The 65+ population is projected to grow significantly by 2024 to comprise 15% of the SFMC area population.

Age Range	2014	2019	2024
0 - 14	20.8%	20.5%	19.7%
15 - 34	30.4%	28.9%	27.3%
35 - 44	13.4%	13.1%	13.9%
45 - 64	24.5%	24.8%	24.1%
65+	10.8%	12.7%	15.1%

In the SFMC service area overall, Latino and Asian/PI populations show gradual increase, while white and African American populations show gradual decrease. Latinos population will remain the overwhelming majority, comprising 59% of the SFMC area population. The Asian/PI population is projected to have overtaken the African American population slightly by 2024 in the SFMC area. As Spanish and Asian-language speaking households tend to have relatively high rates of linguistic isolation, efforts should be made to enhance outreach to these households to help overcome these barriers.

Ethnicity	2014	2019	2024
Hispanic	56.8%	58.1%	59.2%
Asian Pacific	10.5%	10.9%	11.3%
Black	12.5%	11.9%	11.3%
White	15.4%	14.4%	13.5%
Other/2+ Races	4.7%	4.6%	4.5%

Health Indicators for Adults (18+ years old) in Los Angeles County Los Angeles County Health Survey 2015				
	LA	SPA 6	SPA 7	SPA 8
	2015	2015	2015	2015
Education (18 - 64 years)				
Less than high school	22.4%	41.6%	28.9%	16.1%
High School	21.5%	25.7%	28.1%	21.8%
Some College or trade school	28.9%	24.0%	28.2%	32.4%
College or post graduate degree	27.2%	8.6%	14.8%	29.7%

Health Indicators for Adults (18+ years old) in Los Angeles County Los Angeles County Health Survey 2015				
	LA	SPA 6	SPA 7	SPA 8
	2015	2015	2015	2015
Health Insurance (18-64 years)				
Medi-Cal	32.0%	-	-	-
Medicare	1.6%	-	-	-
Public	38.2%	52.8%	39.9%	37.2%
Private	49.3%	29.3%	48.8%	53.2%
No Insurance	11.7%	17.9%	11.3%	9.6%
Covered Caliofnria	4.1% -	-	-	
Health Insurance (65+ years)				
Private	8.7%	10.1%	12.5%	8.2%
Public	63.8%	72.9%	67.2%	66.1%
Private & Public	27.1%	17.0%	19.1%	25.0%
No Insurance	0.4%	-	-	-
Access to Care				
No regular source of care	19.7%	23.4%	21.4%	17.5%
Difficulty accessing medical care	23.6%	32.5%	22.9%	19.1%

- **Health Insurance**
  - In general, the percent of LA County adults (18+ years old) who do not have health insurance decreased noticeably (46%) from 2005 (21.8%) to 2015 (11.7%).
  - SPA 6 (17.9%) had the highest percentage of adults who do not have health insurance. SPA 6 (52.8%) also had a higher percentage of adults with public health insurance compared to SPA 7 and SPA 8.
  - Within SPA 6, the South (26.1%) and Southeast (27.8%) districts had the highest percentage of adults with no insurance.
- **Access to Care**
  - Adults (18+ years old) who had difficulty accessing medical care was highest in SPA 6 (32.5%).
  - Within SPA6, the South (36.4%) and Southeast (36.7%) districts were highest.

Health Indicators for Adults (18+ years old) in Los Angeles County Los Angeles County Health Survey 2015				
	LA	SPA 6	SPA 7	SPA 8
	2015	2015	2015	2015
Chronic Conditions/Outcomes				
Obese	23.5%	34.1%	28.0%	24.1%
Overweight	35.9%	33.4%	39.1%	37.2%
Diabetes (ever diagnosed)	9.8%	12.3%	11.2%	10.4%
Hypertension (ever diagnosed)	23.5%	24.5%	22.8%	23.1%
High Cholesterol (ever diagnosed)	25.2%	22.2%	27.6%	26.5%
Depression (ever diagnosed)	13.0%	11.9%	12.6%	13.1%

- **Chronic Conditions**
  - Compared to LA County (23.5%), the reported percentages of adults (18+ years old) who are obese were higher in SPA's 6, 7 and 8 (34.1%, 28% and 24.1%, respectively)—For SPA's 6 and 7, the trend has remained consistent over the years.
  - Within SPA 6, the Compton district had the highest percent of individuals with Chronic Conditions (39.0%).

License: 930000157
Effective: 01/01/2019
Expires: 12/31/2019
Licensed Capacity: 384

State of California
Department of Public Health

In accordance with applicable provisions of the Health and Safety Code of California and its rules and regulations, the Department of Public Health hereby issues

this **License** *to*

St. Francis Medical Center

to operate and maintain the following **General Acute Care Hospital**

SAINT FRANCIS MEDICAL CENTER

3630 E Imperial Hwy
Lynwood, CA 90262-2636

Bed Classifications/Services

314 General Acute Care
71 Perinatal
36 Intensive Care
29 Intensive Care Newborn Nursery
14 Pediatric
164 Unspecified General Acute Care
40 Acute Psychiatric (D/P)
30 Skilled Nursing (D/P)

Other Approved Services

Basic Emergency Medical
Cardiovascular Surgery
Nuclear Medicine
Occupational Therapy
Outpatient Services - Orthopedic Clinic at Orthopedic Clinic, 3628 E. Imperial Highway, Suite 300, Lynwood
Outpatient Services - Pediatrics at Children's Counseling Center, 4390 Tweedy Ave., South Gate
Outpatient Services - Wound Care at Wound Care Center, 3628 E. Imperial Hwy., Ste. 103, Lynwood
Physical Therapy
Radiation Therapy
Respiratory Care Services
Social Services
Speech Pathology

This **LICENSE** is not transferable and is granted solely upon the following conditions, limitations and comments:
15 Perinatal beds being utilized as LDRP rooms.

[redacted]

Karen L. Smith, MD, MPH
Director and State Public Health Officer

Stephanie Devlin, Staff Service Manager I

Refer Complaints regarding these facilities to: The California Department of Public Health, Licensing and Certification, L.A. County Acute & Ancillary Unit, 3400 Aerojet Avenue, Suite 323, El Monte, CA 91731, (626)312-1104

POST IN A PROMINENT PLACE

Title 11, California Code of Regulations, § 999.5(d)(5)(C)

Exhibit 3

§ 999.5(d)(5)(C)

Description of Services to Medi-Cal, County Indigent and Other Classes of Patients

A description of the medical services provided by St. Vincent Medical Center to Medi-Cal patients, county indigent patients and other classes of patients is set forth in the Community Health Impact Report, attached to Section (5) (G) of this application, and is incorporated by reference herein. The data and/or information provided by St. Vincent Medical Center in response to this section represents its best estimate of the costs of the medical services provided by St. Vincent Medical Center to its Medi-Cal, Medicare, managed care, county indigent and other classes of patients. Generally, all types of medically necessary hospitals services are available to these classes of patients.

Relevant excerpts from the Community Health Impact Report are attached hereto.

Profile and Key Services: St. Vincent Medical Center (SVMC), Los Angeles, CA

- The hospital was founded by the Daughters of Charity of St. Vincent de Paul in 1856 as the first hospital in Los Angeles
- St. Vincent is a 366-bed acute care facility and surgical specialty hospital, providing tertiary services for advanced medical diagnosis and treatment
- Serves nearly 3 million residents in the downtown LA area
- The hospital has a capacity of 366 beds, consisting of 320 general acute care beds and 46 skilled nursing and rehabilitation beds (339 beds are currently licensed)
- The hospital was the first to offer hemodialysis to kidney failure patients in 1962
- SVMC performed the West Coast's first successful open-heart surgery in 1957
- SVMC doctors were the first to use a surgical microscope to operate on the inner ear in 1960
- The Joint Commission Recognition for Ranking in the Top 5 Percent of U.S Hospitals for Quality
- Cancer Treatment Center Verification by the American College of Surgeons
- Recognized as one of the Top 50 Hospitals in the U.S. in 2012 and 2013 by Healthgrades
- Ranked as #5 Best Hospital LA Metropolitan Area in 2011-12 and A Top 10 Best Hospitals, 2010 – 2011 – U.S. News & World Report
- A Top 100 Best Orthopedic Programs in the Country, 2012 – Becker's Hospital Review
- Silver-Level Award, SVMC's Multi-Organ Transplant Center, 2012 - U.S. Department of Health and Human Services
- High Performing in Nephrology, Neurology & Neurosurgery, Orthopedics and Urology, 2013 – U.S. News & World Report
- In FY2018, SVMC provided $1 million in community benefit programs and services to the community, plus $29 million in care for the elderly

Key services / Clinical Specialties include:

- Multi-Organ Transplantation
- Hearing Disorders and Surgery
- Neurosurgical Specialties
- Joint/Orthopedic and Spine Care
- Emergency Services
- Cardiovascular Care

- Gastroenterology Care
- Gastrointestinal Tract Evaluation and Liver Diseases
- Rehabilitation Therapy
- Cancer Treatment and Clinical Trials

Cost and Revenue by Payor

- Medicare patients accounted for 50% of total patient days (excl. nursery days) in FY2018
- 53.3% of acute care discharges in FY2018 were Medicare
- The hospital was a net payer to the provider fee program in FY2018
    - Medi-Cal patient days (excl. Nursery) comprised approximately 21% and 23% of total patient days for FY2017 and FY2018, respectively
    - Increase in patient days/cost of Medi-Cal in 2017 mostly attributed to the Emergency Room opening to 911 receiving in spring FY2015

St Vincent Medical Center
Cost of Services by Payer Category
FY 2014 - 2018

	2014	2015	2016	2017	2018
Operating Expenses	$229,806,233	$251,405,468	$258,393,353	$272,366,246	$303,813,320
Adjusted Operating Expenses	216,834,702	217,160,895	237,729,662	255,977,973	274,485,444
Cost of Services by Payer					
Medicare	$140,865,568	$135,523,498	$147,833,032	$155,406,110	$161,759,701
Medi-Cal	31,386,789	40,087,686	43,932,422	61,799,441	72,721,877
Third Party	44,162,246	41,044,520	45,055,181	35,993,536	37,469,895
Other	420,099	505,191	909,028	2,778,886	2,533,971

St Vincent Medical Center
Net Patient Revenue by Payer *(incl. Provider Fee)*
FY 2014 - 2018

	2014	2015	2016	2017	2018
Medicare	$112,433,456	$121,732,073	$128,881,799	$143,158,802	$144,957,326
Medi-Cal	20,229,613	41,192,512	33,667,447	45,729,862	51,284,091
Third Party	50,471,591	45,534,142	45,642,938	38,635,837	38,674,995
Other	55,139	403,177	109,594	489,819	483,564
Total	**$183,189,799**	**$208,861,904**	**$208,301,778**	**$228,014,320**	**$235,399,976**

Source: Per OSHPD Disclosure Reports (2014 -2018)

ST. Vincent Medical Center *(Actuals)* *$ in 000's*	FY 2015 Jul - Jun	FY 2016 Jul - Jun	FY 2017 Jul - Jun	FY 2018 Jul - Jun	YTD FY 2019 Jul - Feb
Inpatient Gross Revenue					
Inpatient Medicare	$390,541.1	$434,904.3	$520,677.6	$526,100.9	$262,120.8
Inpatient Medi-Cal	106,147.1	156,465.2	214,232.7	250,673.7	159,337.4
Inpatient HMO/PPO	191,517.0	188,159.3	217,792.9	250,293.3	178,568.6
Inpatient Self-Pay	5,451.8	9,394.2	12,432.5	10,033.3	4,665.5
Inpatient Capitation	35,014.4	40,904.7	55,262.9	77,278.3	44,534.9
Inpatient Other	5,292.0	12,048.4	11,324.0	5,620.9	7,852.9
Total Inpatient Revenue	**$733,963.4**	**$841,876.2**	**$1,031,722.6**	**$1,120,000.4**	**$657,080.1**
Outpatient Gross Revenue					
Outpatient Medicare	$117,586.5	$132,591.5	$125,778.3	$129,051.7	$82,887.5
Outpatient Medi-Cal	65,219.2	83,307.0	94,751.7	106,738.6	69,312.5
Outpatient HMO/PPO	106,289.4	115,369.8	119,243.2	132,407.4	85,487.6
Outpatient Self-Pay	9,186.1	15,182.7	19,683.5	14,926.0	6,494.1
Outpatient Capitation	10,889.1	10,903.0	8,918.7	15,365.5	10,720.1
Outpatient Other	10,858.9	15,697.6	14,661.8	12,614.3	7,762.0
Total Outpatient Revenue	**$320,029.2**	**$373,051.6**	**$383,037.2**	**$411,103.4**	**$262,663.7**
Total Patient Revenues	**$1,053,992.6**	**$1,214,927.8**	**$1,414,759.8**	**$1,531,103.8**	**$919,743.8**
Days By Financial Class					
Total Medicare Days	28,741.0	31,607.0	34,904.0	32,744.0	13,614.0
Total Medi-Cal Days	7,104.0	10,520.0	13,741.0	15,020.0	8,080.0
Total HMO/PPO Days	10,673.0	10,583.0	11,208.0	12,214.0	7,758.0
Total Self-Pay Days	195.0	356.0	236.0	163.0	104.0
Total Capitation Days	2,866.0	3,178.0	3,767.0	4,752.0	2,612.0
Total Other Days	343.0	750.0	679.0	396.0	288.0
Total Days - Detail (excl. Nursery Days)	**49,922.0**	**56,994.0**	**64,535.0**	**65,289.0**	**32,456.0**
Discharges By Financial Class					
Medicare Discharges	4,226.0	4,762.0	5,212.0	4,979.0	2,376.0
Medi-Cal Discharges	1,416.0	2,056.0	2,549.0	2,728.0	1,610.0
HMO/PPO Discharges	2,450.0	2,319.0	2,384.0	2,539.0	1,608.0
Self-Pay Discharges	66.0	77.0	68.0	45.0	18.0
Capitation Discharges	676.0	701.0	742.0	879.0	583.0
Other Discharges	91.0	149.0	133.0	119.0	68.0
Total Discharges - Detail (excl. Nursery)	**8,925.0**	**10,064.0**	**11,088.0**	**11,289.0**	**6,263.0**

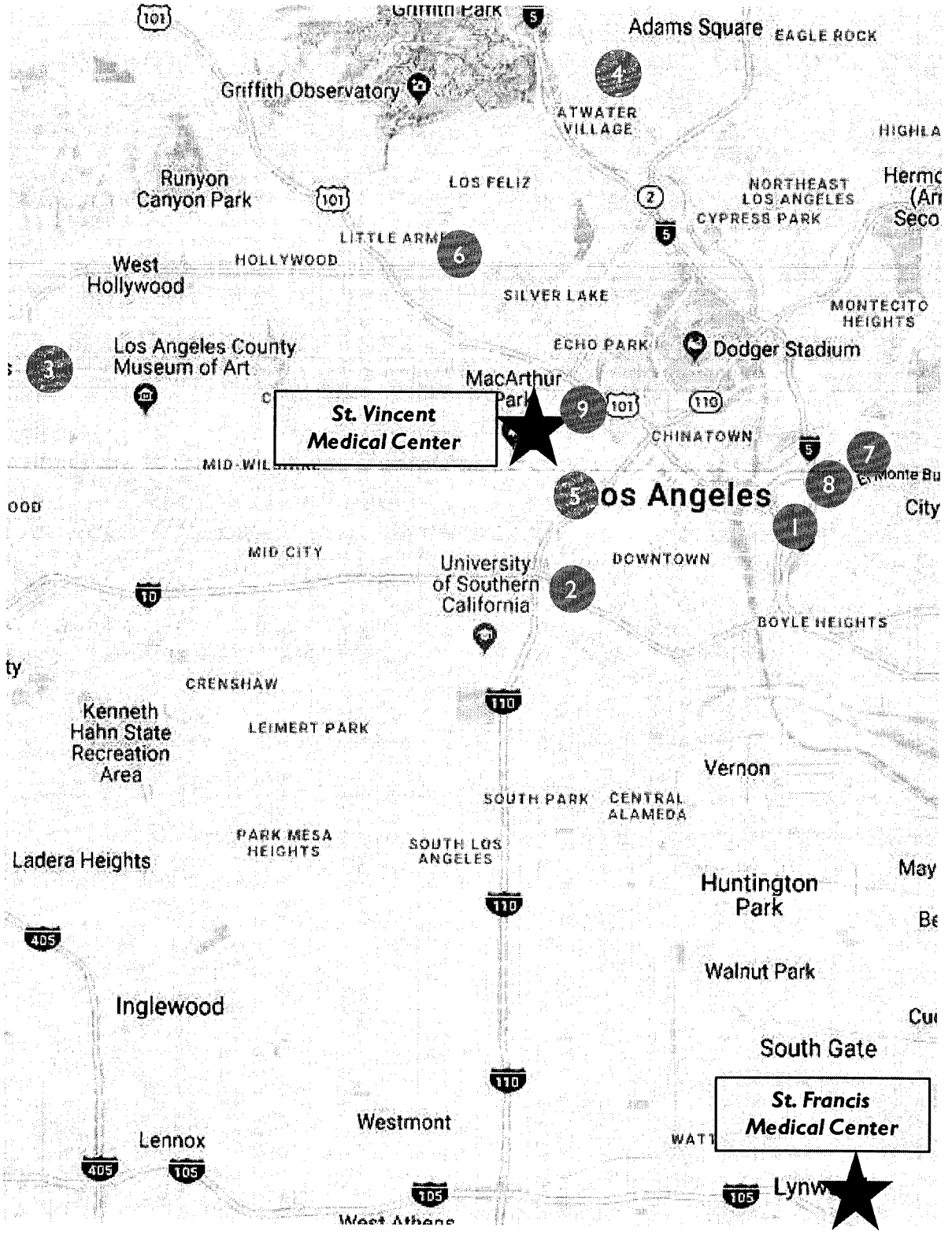
Patient Origin

The table below demonstrates that 24 zip codes comprise the service area *(defined by the Community Benefit Reports)* from which 55.2% of St. Vincent Medical Center's inpatient discharges originated in CY 2017. The top 16 zip codes account for 50.5% of total discharges.

	Zip Code	Community	SVMC Inpatient Discharges	% of Total	Cumulative %	Service Area Total Discharges	SVMC Market Share
1	90057	Westlake	1,120	9.9%	9.9%	6,438	17.4%
2	90006	Pico Heights	734	6.5%	16.4%	5,975	12.3%
3	90026	Echo Park/Silverlake	589	5.2%	21.7%	5,471	10.8%
4	90004	Hancock Park	497	4.4%	26.1%	5,098	9.7%
5	90005	Koreatown	490	4.3%	30.4%	3,121	15.7%
6	90020	Hancock Park	300	2.7%	33.1%	2,879	10.4%
7	90019	Country Club Part / Mid City	289	2.6%	35.6%	6,373	4.5%
8	90018	Jefferson Park	268	2.4%	38.0%	6,390	4.2%
9	90017	Downtown LA	237	2.1%	40.1%	2,537	9.3%
10	90037	S. LA	231	2.0%	42.2%	8,184	2.8%
11	90011	South LA	213	1.9%	44.0%	11,664	1.8%
12	90007	S. LA	197	1.7%	45.8%	3,372	5.8%
13	90044	Athens	153	1.4%	47.1%	13,055	1.2%
14	90016	West Adam	132	1.2%	48.3%	6,030	2.2%
15	90008	Baldwin Hills / Crenshaw	128	1.1%	49.5%	4,501	2.8%
16	90015	Downtown LA	113	1.0%	50.5%	2,078	5.4%
17	90003	S. LA	107	0.9%	51.4%	9,085	1.2%
18	90062	South LA	100	0.9%	52.3%	4,291	2.3%
19	90043	View Park - Windsor Hills	91	0.8%	53.1%	6,452	1.4%
20	90047	LA / West Athens	87	0.8%	53.9%	7,589	1.1%
21	90001	LA	52	0.5%	54.3%	6,605	0.8%
22	90010	Wilshire	50	0.4%	54.8%	336	14.9%
23	90002	LA	46	0.4%	55.2%	6,497	0.7%
24	90071	ARCO Towers	2	0.0%	55.2%	21	9.5%
		Subtotal	6,226	55.2%			
All Other			5,053	44.8%			
Total			**11,279**	**100.0%**			

Source: 2017 OSHPD Patient Origin Dataset

St. Vincent Medical Service Area Map



Griffith Park
Adams Square
EAGLE ROCK
Griffith Observatory
ATWATER VILLAGE
HIGHLA
Runyon Canyon Park
LOS FELIZ
NORTHEAST LOS ANGELES
CYPRESS PARK
LITTLE ARM
West Hollywood
HOLLYWOOD
SILVER LAKE
MONTECITO HEIGHTS
Los Angeles County Museum of Art
ECHO PARK
Dodger Stadium
MacArthur Park
St. Vincent Medical Center
CHINATOWN
MID-WIL
os Angeles
City
MID CITY
University of Southern California
DOWNTOWN
BOYLE HEIGHTS
CRENSHAW
Kenneth Hahn State Recreation Area
LEIMERT PARK
Vernon
SOUTH PARK
CENTRAL ALAMEDA
PARK MESA HEIGHTS
SOUTH LOS ANGELES
Ladera Heights
Huntington Park
Walnut Park
Inglewood
South Gate
St. Francis Medical Center
Westmont
Lennox
West Athens

		Affiliation	Beds	Distance (mi)
Primary Competition				
1	Adventist Health White Memorial	Adventist Health	310	4
2	CA Hospital Medical Center	Dignity Health	287	3
3	Cedars-Sinai Medical Center	Cedars-Sinai Health System	886	7
4	Glendale Memorial Hospital & Health Center	Dignity Health	255	6
5	Good Samaritan Hospital	Standalone	408	1
6	Hollywood Presbyterian Medical Center	CHA Health Systems	434	3
7	Keck Medical Center of USC	USC	401	6
8	LAC & USC Medical Center	LAC	600	5
9	Silver Lake Medical Center (Downtown)	Success Healthcare	87	1

Source: Project Phoenix – Confidential Information Memorandum (July 2018) Cain Brothers

Service Area Population and Demographic Profile

Source: Information below is from the SVMC Community Benefit Plan 2018

Key Stats:

- 43.8% of service area population are between 18 – 44 years old
- 62.1% of service area population is Hispanic/Latino
- 67.1% have limited English proficiency
- 35.9% of service area population ages 25+ don't have a high school diploma
- 8.2% of individuals were unemployed in 2015
- 14.9% of families are below poverty

By 2020, the population is expected to increase in the SVMC service area by approximately 3.9%. The greatest population growth is expected to occur in ZIP Codes in Downtown Los Angeles ZIP codes 90017 (8.3%) and 90015 (7.3%).

Zip Code	Community	2010 Population	2015E Population	2020P Population	% Inc. '10-'15	% Inc. '15-'20
90011	S. Los Angeles	103,622	109,513	115,222	5.7%	5.2%
90044	Athens	89,542	93,457	97,516	4.4%	4.3%
90003	S. Los Angeles	67,853	72,616	77,076	7.0%	6.1%
90026	Echo Park/Silverlake	67,165	69,760	72,451	3.9%	3.9%
90037	S. Los Angeles	62,241	65,902	69,417	5.9%	5.3%
90019	Country Club Part / Mid City	65,036	66,468	68,220	2.2%	2.6%
90004	Hancock Park	60,921	61,995	63,435	1.8%	2.3%
90006	Pico Heights	59,501	60,883	62,620	2.3%	2.9%
90001	Los Angeles	56,773	59,053	61,442	4.0%	4.0%
90002	Los Angeles	51,391	55,015	58,387	7.1%	6.1%
90018	Jefferson Park	51,382	53,385	55,491	3.9%	3.9%
90016	West Adam	48,097	50,141	52,286	4.2%	4.3%
90047	Los Angeles / West Athens	48,741	50,314	52,043	3.2%	3.4%
90057	Westlake	43,528	45,663	47,742	4.9%	4.6%
90043	View Park - Windsor Hills	44,153	45,235	46,565	2.5%	2.9%
90007	S. Los Angeles	42,722	43,625	44,648	2.1%	2.3%
90005	Koreatown	41,417	42,479	43,744	2.6%	3.0%
90020	Hancock Park	39,427	40,660	42,055	3.1%	3.4%
90062	S. Los Angeles	31,459	32,975	34,510	4.8%	4.7%
90008	Baldwin Hills / Crenshaw	31,041	32,058	33,183	3.3%	3.5%
90017	Downtown Los Angeles	24,580	27,516	29,811	11.9%	8.3%
90015	Downtown Los Angeles	18,903	20,773	22,281	9.9%	7.3%
90071	ARCO Towers	10	13	15	30.0%	15.4%
90010	Wilshire	-	3,792	-	N/A	N/A
	SVMC Service Area	1,149,505	1,203,291	1,250,160	4.7%	3.9%
	Los Angeles County	9,818,605	10,136,509	10,510,281	3.2%	3.7%

Source: Claritas 2016 Database, per FY2018 Community Benefit Report

In 2016, 49.7% of the population in the SVMC service area was male while the other 50.3% was female. In contrast, Los Angeles County had a higher percentage of females (50.7%) and a lower percentage of males (49.3%).

- **Education**
  - In 2016, the SVMC service area population had a notably lower level of education than Los Angeles County. Specifically, 35.9% of individuals in the SVMC service area did not graduate

from high school or receive their GED, compared to 23.2% in Los Angeles County. Furthermore, the population existing within the SVMC service area consisted of a lower percentage of individuals with a bachelor's degree or higher (19.9%) than Los Angeles County (29.7%). In particular, ZIP codes 90007-Sounth Los Angeles (42.8%), 90043-View Park (39.6%) and 90017-Downtown Los Angeles (36.1%) had the highest percentage of individuals who had less than a ninth-grade education. ZIP codes 90071-ARCO Towers (36.4%) and 90010-Wilshire (14.7%) had the highest percentages of individuals who completed a Master's degree or higher. ZIP codes 90043-View Park (0.7%), 90007-South Los Angeles (0.9%) and 90062-South Los Angeles (0.9%) had the lowest percentages of individuals who completed a Master's degree.

- **Marital Status**
  - In 2016, the percentage of the SVMC service area population who had never been married (52.2%) was significantly higher than Los Angeles County (41.5%). Further, the percentage of the population that was married and had their spouse present was much lower in the SVMC service area (27.6%) than in Los Angeles County (38.3%). Only marginal differences (about 1%) existed between SVMC service area residents and Los Angeles County residents in the percent of the population who were either married with their spouse absent, widowed or divorced.

- **Household Income**
  - In 2016, more households in the SVMC service area earned an average income of less than $15,000 (22.4%) than in Los Angeles County (13.1%). Approximately two-thirds (66.5%) of the SVMC service area population has a household income less than $50,000, a much higher percentage than in Los Angeles County (46.9%).

- **Medicare Beneficiaries**
  - In 2014, the SVMC service area population had a lower percentage of individuals benefit from using Medicare (0.8%) than Los Angeles County (1.3%). In contrast, a higher percentage of the population living in SVMC's service area received Medicaid (26.9%) than in Los Angeles County (19.2%). In addition, the service area population had a higher percentage of individuals using both Medicare and Medicaid (4.8%) than the rest of Los Angeles County (3.5%).

- **Uninsured**
  - In the SVMC service area in 2014, 26.1% of adults did not have health insurance (or were uninsured) — which is higher than the percentage of uninsured adults in the County (16.1%).
  - Specifically, in 2014, a substantially larger percentage (28.4%) of the SVMC service area population was uninsured when compared to Los Angeles County (21.5%). Higher percentages in ZIP Codes 90057- Westlake (33.4%), 90006-Pico Heights (33.4%), and 90011-South Los Angeles (33.1%) were uninsured when compared to the SVMC service area (28.4%).

- **Lack of Consistent Source of Care**
  - In 2015, the SVMC service area had a similar percentage of adults (19.5%) who lacked a consistent source of primary care when compared with Los Angeles County (19.7%).

- **Difficulty Accessing Care**
  - In 2015, the SVMC service area population had a similar percentage of adults (23.5%) experience difficulty in accessing medical care to that of Los Angeles County (23.6%). Again, a similar percentage (11.2%) of children in the SVMC service area had difficulty accessing medical care to those of Los Angeles County (11.0%).

Race & Ethnicity				
	SVMC Service Area		Los Angeles County	
	Number	Percent	Number	Percent
White Alone	76,817	6.4%	2,676,038	26.4%
Black or African American Alone	233,829	19.5%	810,921	8.0%
American Indian and Alaska Native Alone	1,865	0.2%	20,273	0.2%
Asian Alone	121,120	10.1%	1,419,111	14.0%
Native Hawaiian and Other Pacific Island Alone	801	0.1%	20,273	0.2%
Some Other Race Alone	4,505	0.4%	30410	0.3%
Two or More Races	16,258	1.4%	212867	2.1%
Hispanic/Latino	744,304	62.1%	4946616	48.8%
Total	1,199,499	100.0%	10,136,509	100.0%

Source: Nielsen Caritas, 2015, per FY2018 SVMC Community Benefit Report

Employment Status				
Zip Code	In Armed Forces	Employed	Unemployed	Not in the Labor Force
SVMC Service Area	0.1%	55.4%	8.2%	36.3%
Los Angeles County	0.0%	57.0%	7.6%	35.3%

Source: Nielsen Caritas, 2016, per FY2018 SVMC Community Benefit Report

License: 930000161
Effective: 01/01/2019
Expires: 12/31/2019
Licensed Capacity: 366

State of California

Department of Public Health

In accordance with applicable provisions of the Health and Safety Code of California and its rules and regulations, the Department of Public Health hereby issues

this **License** *to*

Saint Vincent Medical Center

to operate and maintain the following **General Acute Care Hospital**

SAINT VINCENT MEDICAL CENTER

2131 W THIRD STREET
Los Angeles, CA 90057-1901

Bed Classifications/Services
339 General Acute Care
67 Intensive Care
19 Rehabilitation
253 Unspecified General Acute Care

Other Approved Services
Basic Emergency Medical
Cardiovascular Surgery
Nuclear Medicine
Occupational Therapy
Outpatient Services at Cardiac Care Institute, 201 South Alvarado Street, Suite 321, Los Angeles
Outpatient Services at Transplant Medical Office, 8501 CAMINO MEDIA, SUITE 100 , BAKERSFIELD,
Outpatient Services - Cancer treatment Center at 201 S. ALVARADO STREET, SUITE A, LOS ANGELES
Outpatient Services - Multi-Organ Transplant at 2200 W. THIRD STREET, 5TH FLOOR, LOS ANGELES
Outpatient Services - Multispecialty at Multispecialty Clinic, 2200 W. Third Street, Suite 120, Los Angeles
Outpatient Services - Orthopedic Svs (Joint) at 2200 W. THIRD STREET, 4TH FLOOR, LOS ANGELES
Outpatient Services - Radiology at 201 S. ALVARADO STREET, SUITE 311, LOS ANGELES
Physical Therapy
Renal Transplant
Respiratory Care Services
Social Services

(Additional Information Listed on License Addendum)

Refer Complaints regarding these facilities to: The California Department of Public Health, Licensing and Certification, L.A. County Acute & Ancillary Unit, 3400 Aerojet Avenue, Suite 323, El Monte, CA 91731, (626)312-1104

POST IN A PROMINENT PLACE

State of California
Department of Public Health
License Addendum

License: 930000161
Effective: 01/01/2019
Expires: 12/31/2019
Licensed Capacity: 366

SAINT VINCENT MEDICAL CENTER (Continued)
2131 W THIRD STREET
Los Angeles, CA 90057-1901

SAINT VINCENT MEDICAL CENTER D/P SNF
2131 W 3rd St
Los Angeles, CA 90057-1901

Bed Classifications/Services
27 Skilled Nursing

This **LICENSE** is not transferable and is granted solely upon the following conditions, limitations and comments:
27 Skilled Nursing beds suspended from 06/13/2018 to 06/12/2019.

Karen L. Smith, MD, MPH
State Public Health Officer & Director

[redacted]
Stephanie Devlin, Staff Service Manager I

Refer Complaints regarding these facilities to: The California Department of Public Health, Licensing and Certification, L.A. County Acute & Ancillary Unit, 3400 Aerojet Avenue, Suite 323, El Monte, CA 91731, (626)312-1104

POST IN A PROMINENT PLACE

#18

Title 11, California Code of Regulations, § 999.5(d)(5)(D)

A description of any community benefit program provided by the health facilities that are the subject of the agreement or transaction during the past five years with an annual cost of at least $10,000 and the annual cost of each program for the past five years

1. Attached to this Section 999.5(d)(5)(D) as **Exhibit 1** is a description of the community benefit programs that Seton Medical Center has provided and/or currently provides.

2. Attached to this Section 999.5(d)(5)(D) as **Exhibit 2** is a description of the community benefit programs that St. Francis Medical Center has provided and/or currently provides.

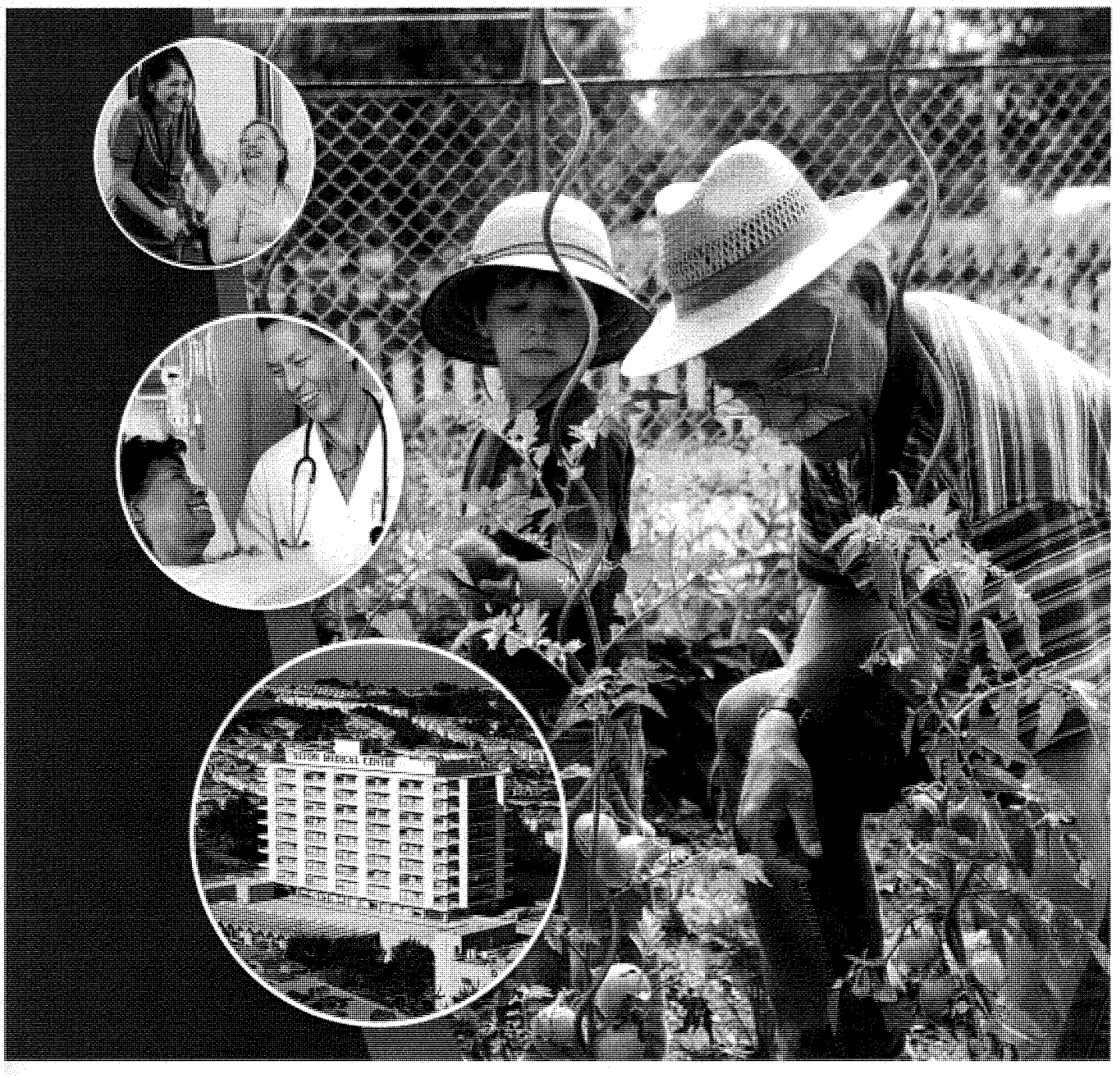
3. Attached to this Section 999.5(d)(5)(D) as **Exhibit 3** is a description of the community benefit programs that St. Vincent Medical Center has provided and/or currently provides.

Title 11, California Code of Regulations, § 999.5(d)(5)(D)

Exhibit 1

Seton Medical Center
Community Benefit Programs FY14-FY18

Seton Medical Center	Still Operating?	FY2018	FY2017	FY2016	FY2015	FY2014	COMMENTS
Chamber of Commerce	No	-	-	-	-	20,157	
Community Benefit Program Management (Planning and Needs Assessment)	Yes	11,398	16,000	16,286	20,445	27,396	
Diabetes Support Group	Yes	-	1,363	102,566	-	-	Seton provides support groups and health education through its Diabetes Management Program.
Health Benefit Resource Center	Yes	180,415	32,136	145,351	-	-	
New Life Center	No	-	-	-	1,189,434	1,364,392	This program closed effective June 30, 2015
Pastoral/Spiritual Care	Yes	80,776	51,257	-	-	-	Seton provides spiritual care services which includes visits to newly admitted patients, bedside visits and chapel services.
Pulmonary Exercise Maintenance	No	-	-	-	11,070	26,818	This program closed June 30, 2015
RN Grad Program	No	-	691,252	-	-	-	Seton Medical Center provide a new RN grad program that operated only for one fiscal year.
Rotacare Clinic - Coastside	Yes	In-kind	In-kind	In-kind	In-kind	In-kind	Rotacare - Coastside is a separate 501c3. The Hospital provides access to radiology and lab services.
Rotacare Clinic - Seton	Yes	56,682	In-kind	In-kind	8,716	11,520	Rotacare - Daly City is a separate 501c3. The clinic was formerly housed on the Hospital's campus and has since relocated to a San Mateo County Clinic effective June 8, 2015. The Hospital provides in-kind clinical lab and radiology services.
Shuttle/Courier Services	Yes	110,506	122,914	69,879	-	-	Seton Medical Center operates a shuttle that is grant funded by San Mateo Transit District as a aservice to the community.



COMMUNITY BENEFIT REPORT

Fiscal Year 2018

Seton Medical Center
Seton Coastside
A Part of Verity Health

About Seton Medical Center

Seton Medical Center has been serving the health care needs of San Francisco and northern San Mateo County since its founding as Mary's Help Hospital in 1893. The current hospital was built in 1965 and stands on a 33-acre campus.

Today, Seton Medical Center continues the tradition of patient-centric, quality health care to our entire community. Recognized for its stroke treatment, cardio-vascular excellence, including STEMI certification, Seton offers a comprehensive range of medical specialties on both an inpatient and outpatient basis, as well as emergency services.

Seton has a long tradition and a deep commitment to providing quality care to the communities we serve.

Seton Coastside provides skilled nursing care to 116 inpatient residents year-round, in addition to meeting the healthcare needs of our patients, and the surrounding coastal community. Our dedicated staff of interdisciplinary healthcare team professionals, provide excellent, and comprehensive healthcare. Seton Coastside operates the only 24-hour standby Emergency Department from Daly City to Santa Cruz, which is well-equipped and staffed to serve the needs of our community. Our key medical services include physical, occupational and speech therapies, radiology, mammography and laboratory.

Community Served

Seton Medical Center's service area includes, but is not limited to, the cities of South San Francisco, Daly City, Colma, Brisbane, San Bruno, Pacifica, Montara, Moss Beach, Half Moon Bay and certain areas of San Francisco. Seton serves the North County/Coastal service area in which the U.S. Census counted a population of 284,838 in 2013. Fewer than one quarter (20%) of the residents in service area are under the age of 18, while one third (37%) are between the ages of 18 and 44. Fourteen percent are 65 years or older. The North County/Coastal service area cities have a diverse race/ethnic profile. The two largest racial subpopulations in the service area are White (41%) and Asian (39%). Across all racial groups, more than a quarter (26%) reported being of Hispanic/ Latino descent (the US Census Bureau does not consider Hispanic/ Latino to be a racial category). Data also indicate that nearly 8% of residents in the service area are living in poverty (100% of Federal Poverty Level, or FPL), similar to the proportion across San Mateo County as a whole. Nearly one in five North County/Coastal service area residents (19%) live below 200% of the FPL, and more than two in five (44%) households are overburdened by housing costs (i.e., housing costs exceed 30% of total household income).

About Verity Health System

The employees and physicians of Verity Health System are proud to carry on a long history of serving diverse communities as a regional health system in California. With four hospitals in Northern California and two in Southern California, Verity partners with our community physicians to provide quality, compassionate care to our patients and their family members.

Today, Verity Health System seeks to build upon the rich legacy left by the Daughters of Charity Health System through a transformation of our health care practices. That work includes a focus on more efficient delivery of quality health care and an enhanced alignment with our physician partners.

With more than 8,000 employees and physicians, the System is governed by the independent Verity Health System Board of Directors. It is a non-profit, non-religious health care system with 1,650 inpatient beds, six active emergency rooms and a host of medical specialties, committed to providing community benefit through a variety of community-based outreach programs and wellness activities.

Our Values

The word "verity" refers to the state of being true. For all of us associated with Verity Health System, that means we will be authentic in our interactions with our patients, their family members and with each other. We choose to align ourselves with the following values, aspiring to live into these values each day so that they may guide our actions.

RESPECT
We demonstrate that we value others and ourselves through our words and actions.

CARING
We provide our patients and their families with compassionate, quality care, treating them and each other with kindness.

INTEGRITY
We act with honesty and transparency and do the right thing.

PASSION
We are dedicated to making a difference in the health of our communities and in the lives of those we serve.

STEWARDSHIP
We are committed to being wise stewards of our resources, creative in our approach to challenges and opportunities, and accountable for the results we want to achieve as a charitable organization.

Community Needs Assessment

In 2016, Seton Medical Center participated in the Community Health Needs Assessment (CHNA) conducted by the San Mateo County Community Benefits Coalition. The CHNA report and the plan to address those needs (Implementation Strategy Report) may be found on the hospital website: www.seton.verity.org

Seton Medical Center's Focus

Seton Medical Center acknowledges there are many pressing community needs. We have chosen to focus our efforts on activities that build upon the foundation set by our previous community benefit initiatives (serving the poor, minority populations, elderly and children). The activities Seton focused on during fiscal year 2018 fall into two reporting areas: Access to Care and Community Health Education. The programs and activities we support are based on the following:

- Serving the sick and those living in poverty who lack basic resources.
- Developing and implementing community-based programs targeted towards improving health and lifestyle behaviors and illness prevention.
- Promoting and sponsoring events that offer healthcare services and education to the community at large.
- Providing information and advocating for low-income, uninsured or underinsured people to gain access to medical insurance, government assistance programs, health care services and continuum of care.

For the purpose of this report, the activities Seton Medical Center prioritized in fiscal year 2017 will be reported and categorized by benefits for persons living in poverty and benefits for the broader community.

Seton Medical Center Community Benefits Fiscal Year 2018	
Benefits for Vulnerable Populations	$267,799
Benefits for Broader Community	$558,949
Total Quantifiable Benefits	$826,7484

Seton Community Benefits Activities	
Benefits for Vulnerable Populations	**Benefits for Broader Community**
Community Health Inprovement	Community Health Improvement
	Community Building Activities
Financial and In-Kind Contributions	Health Professions Education
Community Building Activities	Financial and In-Kind Contributions
	Community Benefit Operations

Benefits for Persons Living in Poverty

In fiscal year 2018, Seton provided more than $800K in community benefit activities. The activities that fall into this category intend to improve access to care for low-income individuals, the medically underserved and other vulnerable populations. These activities include providing health care services to the underinsured and uninsured community members, operating the Health Benefits Resource Center, and partnering with community programs that care for the homeless.

Health Benefits Resource Center

The Seton Medical Center Health Benefits Resource Center (HBRC) is a one-stop informational and referral service that advocates for those living in poverty. The center helps low-income individuals with health insurance enrollment assistance, CalFresh (food stamps) enrollment and reporting and linkage to additional community resources. Services are provided in English, Spanish and Vietnamese. In fiscal year 2018, the net cost for Seton to operate the program which provided health insurance enrollment assistance was $180,415.

Benefits for the Broader Community

Seton Medical Center supports a wide range of programs and activities that provide information and resources to improve the health and welfare of the broader community, providing more than $500,000 in community benefit activities in fiscal year 2018. Activities included presenting community health education classes, participating in community health fairs and screenings, providing health professions education, and partnerships with community organizations.

Community Health Education

In fiscal year 2018, individuals attended one of Seton's no - cost health education classes. The classes address a wide range of health topics including preventative care, hazmat, cardiovascular care, physical activity, nutrition, and more.

Support Groups

Seton Medical Center also provides a variety of support groups with a safe, healing environment where community members can gather together to cope with their illness or learn about an illness in support of a loved one. In fiscal year 2018, support groups met at Seton Medical Center, including Diabetes Support Group and Weight Loss Program.

Community Health Fairs and Screenings

Each year, Seton Medical Center is pleased to partner with and participate in community events and health fairs by providing health education information and screenings. Our community health team provided a variety of health screenings at multiple hospital events.

Partnerships with Community Organizations

Seton Medical Center believes in community-based collaboration and is committed to working with partners to build a healthier community. We work with the American Cancer Society, American Heart Association/American Stroke Association, Hep B Free San Mateo County, Stroke Awareness Foundation and many more organizations to achieve goals that are greater than what the hospital or organization can accomplish alone.

Seton Medical Center Community Benefit Strategy for Fiscal Years 2017- 2019

This report summarizes the plans for Seton Medical Center to sustain and develop new community benefit programs that address prioritized needs from the 2016 Community Health Needs Assessment (CHNA) conducted by Seton Medical Center and the San Mateo County Community Benefits Coalition. More details can be found in the 2016 Implementation Strategy Report posted to our website.

Target Area

Seton Medical Center's service area includes, but is not limited to, the cities of South San Francisco, Daly City, Colma, Brisbane, San Bruno, Pacifica, Montara, Moss Beach, Half Moon Bay and certain areas of San Francisco. Seton serves the North County/Coastal service area in which the U.S. Census counted a population of 284,838 in 2013.

Health Needs and How Priorities Were Established

Seton Medical Center (Seton) conducted a Community Health Needs Assessment (CHNA) in 2015-2016 to meet the federal requirements of the Patient Protection and Affordable Care Act (ACA), and to inform Seton's investments into the health of its service area in the northern and coastal regions of North San Mateo County (SMC). The CHNA was approv¬ed by Seton Medical Center's Board of Directors on June 14, 2016, and in accordance with federal requirements, it is widely available to the public on Seton's website at www.seton.verity.org.

Seton conducted the CHNA in partnership with the Healthy Community Collaborative of San Mateo County (HCC), which consists of representatives from nonprofit hospitals, the County Health Department and Human Services, public agencies, and community-based organizations. The HCC was formed to identify and address the shared health needs of the community. The goals of the 2016 CHNA were to provide insight into the health of the community, prioritize local health needs, and identify areas for improvement. Secondary data on health indicators in Seton's service area were analyzed along with the results of focus groups that were held with community members and health experts. An initial set of health needs were identified and then Seton's Community Benefit Advisory Council ranked each health need using multiple criteria, including:

1. Community's prioritization of the need (number of times ranked as top need by community respondents)

2. Expert's prioritization of the need (urgency of need in the eyes of Community Benefit Advisory Members)
3. Seton Medical Center's capacity to impact the need

Seton Medical Center Priority Health Needs

The Seton Medical Center Community Benefit Advisory Council reviewed the priorities and determined that the five listed below are of highest concern for North County resident.

1. Obesity/Diabetes (including fitness, nutrition)
2. Access & Delivery
3. Behavioral Health
4. Heart Disease & Stroke
5. Cancer

Obesity/Diabetes (including fitness, nutrition). There is a higher rate of diabetes among adults in the county compared to the HP2020 target. Blacks and low-income county residents disproportionately report having been diagnosed with diabetes. Diabetes is the eighth leading cause of death in the county. The rate of youth who are overweight in the North County/Coastal service area is higher in the county compared to California. Childhood obesity disproportionately affects Latino and Black children in the county. The percentage of county adults who exhibit healthy behaviors has dropped over time.

Access & Delivery. Latino residents and residents of "some other race" in the North County/Coastal service area are more likely to be uninsured than state residents. The proportion of county residents who report visiting a doctor for a routine checkup has been trending downward. Providers reported that more individuals are enrolled in health insurance, although they continue to use the ER or community clinics. Community members indicated that patients need help navigating the healthcare system.

Behavioral Health. The percentage of North County/Coastal service area adults who self-report excessive consumption of alcohol is higher than the state. In SMC, the percentage of adults who report mental and emotional problems is rising, and binge drinking among young adult males is trending up. In addition, suicide is one of the top 10 leading causes of death in the county. Community members expressed concern about a lack of resources, and youth focus group participants in South San Francisco indicated that substance abuse is a more pressing issue in their community than any other health need. The stigma associated with behavioral health continues to exist.

Heart Disease & Stroke. Mortality rates for heart disease and stroke in the North County/Coastal service area are higher than HP2020 targets. Diseases of the heart are the leading cause of death in the county,

and stroke is the fourth leading cause of death. Rising percentages of county adults report high cholesterol.

Cancer. Rates of breast cancer incidence and prostate cancer incidence in the North County/Coastal service area are higher than the state. In addition, the rate of colorectal cancer incidence in the North County/Coastal service area is higher than the Healthy People 2020 (HP2020) target. Certain ethnic groups (i.e., Blacks and Whites) in the service area are most affected by cancer and have incidence rates that fail or equal the state or HP2020 target. Cancer is the second leading cause of death in the county.

Seton Medical Center				
Community Benefit Report				
Report Period: Q1 - Q4 FY18 (July 2017 - June 2018)				
	Persons Served	**Total community Benefit (CB) Expense**	**Direct Offsetting Revenue**	**Net Community Benefit Expense**
Benefits for Persons Living in Poverty				
Charity Care at Cost	-	$ 935,405		$ 935,405
Unreimbursed costs of public programs - Medi-Cal - Other indigent programs		$ 92,975,955	$ 91,690,931	$ 1,285,024
Community Health Improvement Services		$ 180,415		$ 180,415
Health Professions Education				$ -
Subsidized Health Services				$ -
Cash and in kind Contributions to Community Groups		$ 71,656		$ 71,656
Community Building Activities including CB operations	1,345	$ 15,728		$ 15,728
Total quantifiable community benefits for persons living in poverty	**1,345**	**$ 94,179,159**	**$ 91,690,931**	**$ 2,488,228**
Benefits for the Broader Community				
Community Health Improvement Services		$ 10,909		$ 10,909
Health Professions Education		$ 45,173		$ 45,173
Subsidized Health Services				$ -
Research				$ -
Cash and in kind Contributions to Community Groups		$ 218,238		$ 218,238
Community Building Activities including CB operations	9,370	$ 284,629		$ 284,629
Total quantifiable community benefits for the broader community	**9,370**	**$ 558,949**		**$ 558,949**
Total Quantifiable Benefits	**10,715**	**$ 94,738,108**	**91,690,931**	**$ 3,047,177**
Unpaid Costs of Medicare Program		123,155,250	73,048,571	50,106,679

Title 11, California Code of Regulations, § 999.5(d)(5)(D)

Exhibit 2

St. Francis Medical Center
Community Benefit Programs FY14-FY18

St. Francis Medical Center	Still operating?	External funding Sources (if any)	FY2018	FY2017	FY2016	FY2015	FY2014	COMMENTS
Baby Friendly Breast-Feeding Education/Support	Yes		-	-	-	43,673	135,928	
Bet Tzedek Legal Services	No	Annenberg Foundation, ended 04/2018	-	-	-	104,876	87,397	Bet Tzedek partnership concluded in FY15
Casa de Esperanza Transitional Housing	No	Ended FY14	-	-	-	-	16,861	Casa de Esperanza transitional housing ended in FY14
CHFT Pledge	Yes		2,117,850	1,640,725	1,121,728	-	-	Began tracking CHFT Pledge in Comm Ben Report starting FY16
Children's Counseling Center (Grant-funded) School-based student counseling/support	Yes	Daughters of Charity Foundation, ends 06/2019 - Grant Funded	-	-	-	112,932	100,000	
Clinical Affiliations - Student Nurse Clinical Rotations	Yes		52,010	80,599	-	-	-	Began tracking clinical affiliations in FY17
CMEs	Yes	Physicians Institute for Medicine, ended 08/2013.	284	-	-	-	-	Only CMEs offered to community providers included as community benefit
Community Benefit Planning and Reporting	Yes		5,656	17,953	9,500	8,000	12,720	
Community Board & Organizational Memberships to Promote Community Health	Yes		188	11,948	7,100	3,450	5,200	HCI Director serves on several community boards, but her labor expense covered in HCI line item
Community Clinics (uncompensated expense)	No	Los Angeles County Department of Health Services, ended 06/2015	-	-	440,685	1,025,827		Clinics operations transitioned in FY17
COPE Health Interns	No		42,199	94,400	91,900	93,986	119,377	COPE program ended as of FY19 Qtr 2
Emergency Dept. (uncompensated expense)	Yes	California Community Foundation, ended 12/2018.	1,610,299	1,936,123	1,589,733	-		Began tracking ED uncompensated care in FY16
Footprints Shoe and Clothing Program	No	Ended FY14	-	-	-	15,906	32,944	Footprints ended and closed location in FY14
Health Benefits Resource Center (Grant-funded) enrollment asst, Covered CA, CalFresh	Yes	Los Angeles County Department of Public Health, ends 07/2019; California Health Benefit Exchange, ends 06/2019; L.A. Health Plan ended 03/2019; Catholic Charities of California ended 09/2018; Carrie Estelle Doheny Foundation, ended 08/2016; Carl E. Wynn Foundation, ended 05/2017; BBVA Compass Foundation, Ended 04/2016; Ralph M. Parsons Foundation, ended 09/2015; Raskob Foundation for Catholic Activities, Inc., ended 07/2015; City of Compton, ended 06/2015; Wells Fargo Foundation, ended 09/2015; Daughters of Charity Foundation, ended 06/2014; CVS Caremark, ended 7/2013.	883,707	-	-	1,172,733	1,972,411	HBRC was only partially grant-funded in FY18; Grants did not cover all benefits and indirects FY14

Healthy Community Initaitives (Grant-funded) community & school-based health screenings and education	Yes	City of Lynwood, ends 06/2019; Carrie Estelle Doheny Foundation, ends 07/2019; Daughters of Charity Foundation, ends 06/2019; Max and Victoria Dreyfus Foundation, ended May 2019; City of Paramount, ends 01/2020; GoFISH Charitable Fund, ended 07/2018; City of Compton, ended 06/2017; Los Angeles County Department of Public Health, ended 12/2016; Walmart Foundation, ended 04/2016; CVS Caremark, ended 7/2014; American Career College, ends 06/2019; ; Aetna Foundation, ended 03/2014; Union Pacific Foundation, ended 02/2014; Wells Fargo Foundation, ended 10/2013; Pfizer, Inc., ended 3/2015; Anthem Blue Cross Foundation, ended 12/2013.	263,469	-	-	900,511	812,067	HCI was only partially grant-funded in FY18
Indigent Care	No		-	-	-	-	315,000	
Injury/Trauma Prevention Program	Yes		99,744	110,602	65,000	65,000	48,750	
Naseau Reading Program	No	Ended FY14	-	-	-	-	31,291	Program ended in FY14
Paramedic Training & Education - to ensure consistent pre-hospital care and quality	Yes		842,192	503,978	98,189	62,065	261,476	FY18 and FY17 had a permanent Paramedic Ed. Coord.; FY14-FY16 had no Coord. or part-time only
Patient Transportation - Bus Tokens	Yes		10,560	3,520	-	-	-	
Patient Transportation - Taxi Vouchers	Yes		66,325	48,980	45,826	44,950	45,169	
Senior Wellness (free health fairs, flu clinics, health education sessions)	Yes		650	323	6,025	22,389	18,883	
Southern California Crossroads Injury Prevention/Violence Intervention	Yes	City of Los Angeles, ends 06/2019 (plus two one-year options, could extend through 06/2021); California Victim Compensation Board, ends 06/2020; California Community Foundation, ended 12/2018.	83,956	80,666	91,065	95,655	73,711	
South Los Angeles Access to Care - Compton Clinic	No					224,000	202,241	
Support Groups	No				8,535	63,861	103,649	Support Groups were phased out from FY15 to FY17
Vincetian Service Corps (Health Support Volunteer Program)	No	Ended FY14	-	-	-	-	14,912	VSC ended in FY14
Welcome Baby (Grant-funded) well-baby program	Yes	First 5 LA, ends 06/2019 - Grant Funded	-	-	-	1,404,358	2,428,199	Grants did not cover all benefits and indirect costs in FY14

St. Francis Medical Center (SFMC)
Community Benefit Programs FY14-FY18
Program Descriptions

Affordable Care Act Education
St. Francis Medical Center provided ACA education to the community in FY14 as many of the ACA provisions took effect Jan. 1, 2014.

Bet Tzedek Legal Support Services

Legal Support Services through the Right to Health Project were provided as a medical-legal partnership with the non-profit organization Bet Tzedek. Legal support services were provided at no cost to Health Benefits Resource Center clients who needed assistance or guidance on issues such as Landlord/Tenant Law, Kinship Care, and Power of Attorney for Health Care. Medical-legal partnerships recognize that social and legal factors can have a major impact on health outcomes, particularly for low-income families.

Children's Counseling Center School-Based Counselor

The Children's Counseling Center was established in 1984 in response to the lack of intervention and treatment services available for abused and neglected children in Southeast Los Angeles. The Center provides behavioral health services for children, adolescents and their parents that range from intervention and treatment for the victims of child abuse to comprehensive prevention education programs. In an effort to extend the Children's Counseling Center's reach and to improve access to counseling services for families in need, the school-based counselor was established to provide counseling and educational services on the campuses of four Daughters of Charity Schools and public schools within the SFMC service area. The school-based counselor addresses emotional and behavioral distress, focusing on the issues that affect students at school and at home. Through early intervention, the counselor can help to reduce a significant barrier to successful learning.

Health Benefits Resource Center
The Health Benefits Resource Center (HBRC) is a full-service, one-stop hub that effectively links individuals and families to health care and social services, as well as health care education and resources to meet essential needs. HBRC provides health benefits enrollment assistance, physician referral, and community education registration. On site collaboration with the LA County Department of Public Social Services enables SFMC to support eligible clients through the enrollment process into the Medi-Cal and CalFresh programs. HBRC is a certified Covered California enrollment entity.

Healthy Community Initiatives (HCI)
Healthy Community Initiatives (HCI) brings health screenings, immunizations, and health education directly to area schools, churches, businesses and community organizations via its HCI nurse, staff, collaborative partners and mobile unit. For individuals and families without access to primary care, HCI provides them with important preventive services and health care resources.

HCI - "Escape Fire" Community Screening/Panel Discussion on Health Care

"Escape Fire" was a documentary released in FY14 that provided a compelling look at the broken state of health care and what community leaders could do to transform it into a true system of prevention and healing. St. Francis Medical Center co-sponsored a community screening and panel discussion to build upon the ideas and issues set forth in the movie and to gain insights from some of the hospital's community experts.

Support Groups

Support Groups were offered by SFMC's Spiritual Care Services team, including the Gabriel Support Group (Sudden Infant Death Syndrome), Mothers of AIDS Patients, and Bereavement Support Group, in addition to post-traumatic spiritual counseling. Support groups facilitated emotional healing for patients and family members who were facing illness, working through recovery, or adapting to life changes following sickness, death, or traumatic experience. Financial assistance was also provided to community members in need of food, meals, transportation, fuel, and parking. When the Support Groups were discontinued in FY16, Spiritual Care's Support Services were continued and included as a separate community benefit line item beginning FY17.

Injury Prevention Program
St. Francis Medical Center dedicates a full-time Injury Prevention Coordinator to developing and coordinating trauma and injury prevention programs, representing SFMC at coalition meetings, and organizing school-based programs that engage and empower students to develop peer-to-peer teaching formats, such as You Tube videos. The Injury Prevention Coordinator also serves as the program director for Southern California Crossroads, one of SFMC's program partners for injury prevention.

Patient Transportation - Taxi Vouchers and SFMC Public Safety Van
Patient Transportation is provided to individuals without any means of transportation for outpatient care and treatment. This includes appointments for imaging services, radiation therapy, and physical therapy. Transportation is also arranged for individuals receiving inpatient behavioral health services at SFMC who may need transportation for court appearances or following discharge from the hospital. When the Patient Safety van was discontinued, Taxi Vouchers were continued and Bus Tokens were added to the community benefit report.

Casa de Esperanza
Casa de Esperanza provided temporary shelter, housing and support services to assist homeless families achieve stability and self-sufficiency and transition into safe homes. Families were referred by Catholic Charities of Long Beach and the Department of Health and Human Services Multi-Service Center in Long Beach. Casa de Esperanza housed up to four families at a time for up to five months. During their stay, families were required to meet regularly with the Casa Esperanza director, a Spiritual Care chaplain, for counseling and support sessions. The director provided employment counseling and linked families to social service agencies and community resources that helped to ensure that the heads of households were on track to transition successfully to a stable home environment within the five-month time frame. The program ended in FY14.

Footprints Shoe and Clothing Program
Footprints reached out to help disadvantaged children in the community. The program was created when it was discovered that children in surrounding neighborhoods were being turned away from school because they had no shoes. Children were also found to be wearing second-hand shoes and clothing that were in poor condition or ill-fitting. This impacted the children's self-esteem and self-confidence. Through Footprints, children and families received properly fitting new shoes, new clothing and school uniforms, toiletries and food items. The program concluded in FY14.

Vincentian Fund (Support Services)
In keeping with SFMC's commitment to meeting our patients' health care needs -- body, mind, and spirit -- many individuals are assisted each year through the Vincentian Fund, which provides resources outside of the clinical setting. Food, clothing, emergency housing, baby burials, and some transportation, medications, and medical equipment are made available to patients and families in need through the Vincentian Fund. Funding is provided through philanthropic support.

Vincentian Service Corps

The Vincentian Service Corps volunteer program places recent college graduates for a one-year period into organizations throughout the nation that provide services to the poor and underserved. SFMC partnered with the program from FY05 through FY14. Volunteers' training and interests were matched with needs throughout the medical center, and they were then assigned to clinical, community services, and ancillary services departments.

Community Health Clinics (uncompensated expense)

SFMC operated Community Health Clinics in Lynwood, Compton, Downey, and Huntington Park. The mission of these clinics was to bring primary health care services to children and families who had limited access to the main SFMC campus and essential health care services. The clinics provided general family practice and pediatric health care services. They also offered Child Health Disability Program (CHDP) Examinations and Immunizations (i.e., TB, Hepatitis B, polio, diphtheria, and hepatitis) for newborns and children up to 18 years old. The amount of uncompensated expense for clinic operations was reported as community benefit.

Emergency Department (uncompensated expense)

SFMC subsidizes its Emergency Department to help ensure that critical health care is available around the clock to the community. SFMC's Emergency Department, in conjunction with its Trauma Center, is especially crucial to the Southeast Los Angeles area, as Trauma and Emergency Services have closed at many surrounding hopsitals within the last decade. SFMC is a designated Paramedic Base Station. Its Emergency Department provides the coordination and direction of medical treatment for LA County pre-hospital care providers and first responders, including LA County Fire Departments within the service area.

Emergency/Trauma Services Stipends necessitated by community need
SFMC's Emergency/Trauma Center provides essential services to the community. To ensure that all critical services are available 24/4, stipends are provided to emergency/trauma physicians for on-call coverage. This expense was no longer included as community benefit after FY14, following further clarification of what programs/services counted as communty benefit.

California Health Foundation and Trust (CHFT) Pledge
Hospitals that benefit from the Hospital Provider Fee program pay a contribution to the CHFT. Hospitals that have a loss from the Provider Fee program are eligible to apply for CHFT grant funds. The CHFT helps ensure that hospitals pay and receive a fair share of funding. As a beneficiary of the Provider Fee program, SFMC contributes to the CHFT. SFMC began including the CHFT Pledge as a financial/in-kind donation in its community benefit report in FY16.

Spiritual Care Support Services

In addition to the daily support SFMC's Spiritual Care team provides to patients, it also extends support services through the provision of meals, grocery vouchers, transportation tokens and money for fuel and parking to community members in need. When Spiritual Care's support groups concluded in FY16 (which included the cost of support services), the cost of support services was reported as a separate line item beginning in FY17.

Brown Bag Lunches fo the Homeless
The Brown Bag Lunch Drive provided bagged lunches to homeless individuals in downtown Los Angeles. Bags were assembled by SFMC associates and included sandwiches, chips, nuts, cookies, bottled water, and fresh fruit. The majority of the lunch items were donated by employees. The cost of any water/food needed to complete the lunches and the cost to coordinate the program was included as community benefit. Lunches were delivered to Our Lady of Angels Church, the Cardinal Manning Center, and La Placita Church in Los Angeles for homeless individuals who received assistance through these centers.

Thanksgiving Food Baskets to Families in Need
Thanksgiving Food Baskets were prepared and donated each year to low income families who did not have the financial resources to celebrate the holiday with a traditional Thanksgiving meal. The baskets included a store gift card for a fresh turkey and food items for a full family dinner donated by employees. Beginning in FY17, SFMC transitioned to a Thanksgiving monetary collection to purchase grocery store gift cards for families. SFMC works with local schools and the hospital staff to identify families in need. Families are from local schools and clients/patients in SFMC's Health Benefits Resource Center, Healthy Community Initiatives, Children's Counseling Center, Pediatrics, Emergency Department, Patient Financial Services, and Spiritual Care Services. The cost of coordination is included as community benefit.

Christmas Toy Drive
The Christmas Toy Drive collects new toys, clothing, sports equipment and gift cards for children of families with limited resources. The drive is coordinated by SFMC Foundation. Donations are received from businesses, organizations, community members, and SFMC physicians and associates. Toys and gifts are given to families in the community, including patients and family members in SFMC's Pediatrics Unit and Children's Counseling Center, families identified through the hospital's Spiritual Care Services and Health Benefits Resource Center, Lynwood Unified School District families, children attending Daughters of Charity schools, and children in foster care.

Communities United to End Homelessness

SFMC provided financial donations to support LA County's plan to prevent and combat homelessness for 45,000 people across LA County, including women and children, veterans, seniors, fouster youth, and the disabled.

Southern California Crossroads (SFMC's Injury Prevention Program partner)
Collaborative partnerships have strengthened SFMC's ability to reach at-risk youth and young adults to prevent trauma and injury. The hospital joined efforts with Southern California Crossroads (Crossroads) to establish an education and work skills program in our community. Crossroads is a non-profit organization committed to assisting underprivileged individuals living in violence-plagued neighborhoods lead healthy, peaceful and productive lives through prevention, intervention, and re-entry into society. The program was organized by SFMC's Injury Prevention Coordinator, who also serves as the program director. Crossroads provides GED preparation, job training and placement, and support services, with the goal of helping young men and women ages 18 to 24 transform their lives and achieve positive, productive lifestyles. The program reaches out to the hospital's trauma patients who are victims of violence, ex-offenders and high school drop-outs, and other patients identified as "at risk." SFMC provides dedicated work space and facilities for the program in a nearby professional office building.

Baby-Friendly Breastfeeding Education and Support
In 2012, St. Francis Medical Center was awarded a three-year grant from First 5 LA to support its transition to become a Baby-Friendly designated hospital. Baby-Friendly hospitals are recognized for providing an "optimal level of care for breastfeeding mothers and their babies. On October 27, 2014, SFMC was awarded Baby-Friendly designation by Baby-Friendly USA, the U.S. authority for the implementation of the Baby-Friendly Hospital Initiative, a global program sponsored by the World Health Organization and the United Nations Children's Fund (UNICEF). The program's goal is to increase breastfeeding rates through education of health care providers and maternity patients and programs and practices that support exclusive breastfeeding. Breastfeeding supports the health and well-being of mothers and babies, with a demonstrated link to lower rates of illness and chronic conditions in babies and children.

Senior Dinners/Senior Luncheons (Senior Circle Wellness Program)
The Senior Circle Wellness Program offers activities and educational sessions that are tailored for seniors. Monthly dinners (now luncheons) on SFMC's main campus are for local senior citizens 55 years and older and offer nutritious and balanced meals and health education/presentations. The monthy events provide health education and socialization for older adults.

Senior Wellness Activities (Senior Circle Wellness Program)
Wellness programs throughout the year address health concerns specific to seniors. Programs include flu immunization clinics, health fairs, and health education sessions. In FY19, a new Living Well, Healthy Future program targeting seniors and brain health was initiatied.

Sidewalk CPR
As part of a county-wide recognition of National CPR Week and the hospital's efforts to reduce deaths from heart attacks, St. Francis Medical Center hosts "Sidewalk CPR" each year. Sessions provide instruction to community members on hands-only CPR. This technique is rapidly growing as a way to empower bystanders to save a life when someone suffers sudden cardiac arrest. Sidewal CPR gives a patient a much better chance of survival once responders arrive.

Welcome Baby

Welcome Baby offers personalized prenatal, post-partum, and hospital visits with a professionally trained Parent Coach, from pregnancy through the baby's first 9 months for families living within First 5 LA's Best Start Communities. Families residing outside of the Best Start Communities are eligible for the Welcome Baby hospital visit and up to three additional home visits, if needed. Available at no cost to all maternity patients, the Welcome Baby continuum of care also includes breastfeeding support from Welcome Baby staff (who are all Certified Lactation Educators), referrals to community resources, and an in-home visit by a registered nurse within the first week following mom and baby's discharge from the hospital. First 5 LA and partner hospitals work together to focus on health and wellness before a baby's birth and continuing through a child's first critical months. Using Parent Coaches, Welcome Baby addresses prenatal testing, home planning/safety, labor signs, breastfeeding, depression screening, family nutrition, observation for jaundice and hydration, infant assessments, and growth and development milestones. Through both prenatal and postpartum hospital and home-based visits, Parent Coaches develop a relationship with the families and provide education in a convenient and comfortable setting, and help to ensure parents are connected to appropriate health care services. SFMC is a partner hospital that works with First 5 LA and SHIELDS for Families.

COPE Health Scholars

The COPE Health Scholars Program provides training to young, bright, and motivated student health professionals from area colleges, universities, and trade schools. The program is provided by COPE Health Solutions at SFMC. The program builds and sustains a competent workforce that is committed to the care of the community and reflects the community's culture and demographics. The scholars gain valuable work experience as they support SFMC's patient care, ancillary, administrative, and support services. Students' duties include patient care support, data collection, presentation preparation, patient menu collection, and post discharge phone calls, among others. The program concluded in FY19.

Central Service Tech Course

The 18-week Central Service Technician Training Course prepared individuals to become certified central service technicians. Students included SFMC associates working toward advancing their careers; others were unemployed individuals affected by reductions in force at their workplace or who desired a change in career. The course provided important skills training for new careers in health care. The course conducted at SFMC was offered privately and taught by the manager of the SFMC Materials Management department. Students received weekly classroom instruction and course work on standard precautions, safety, disinfection, and sterilization procedures of supplies and equipment that support surgery, obstetrics, emergency services, and other patient care areas. SFMC provided the facility and offered opportunities for on-the-job volunteer service hours, a requisite for course completion and certification.

Paramedic Education

Paramedic Education is provided as part of the Emergency Department's pre-hospital care coordination. It is available to MICNs, RNs, paramedics, and Emergency Medical Technicians (EMT) throughout the community to facilitate coordinated care between health care professionals in the field and in the hospital. The education also helps to keep first responders up to date on evidence-based best practices and to ensure the consistent delivery of the highest standards of treatment across the health care continuum. Education includes Emergency Medical Services updates, field care audits, paramedic base station updates, and CPR review. Quarterly STEMI Receiving Center meetings on American College of Cardiology/American Heart Association (ACC/AHA) STEMI practice guidelines for first medical contact to device education and performance improvement reviews are also offered. The program affords health care first responders the opportunity to complete required education hours for license renewal. Collaborative partners include LA County Fire Department; LA City Fire Department; Downey Fire Department; Montebello Fire Department; Santa Fe Springs Fire Department; additional county and city fire departments and private paramedic and ambulance services coordinating the care of critically ill or injured patients in our service area.

CMEs (Continuing Medical Education offered to the community)

Some of SFMC's continuing medical education sessions and Medical Grand Rounds are extended to outside community health care providers. Topics in FY18 included Spiders, Bee Stings, Ants and Plants; Wound Care; Quality for Diabetes Complications; and Procalcitonin (PCT): Assisting in Patient Management. The cost to coordinate sessions that are available to outside health care providers is included as community benefit.

Clinical Affiliations
SFMC provides a clinical setting for nursing students enrolled in outside nursing school programs. Nursing students complete their clinical rotations on various SFMC nursing units as part of their training. Through SFMC's collaboration with accredited nursing schools, the hospital is helping to build a qualified future workforce, and for many students, the opportunity to care for patients within their own community.

Cash Donations
SFMC makes cash and in-kind donations to other non-profit organizations that promote health and wellness to the broader community within the hospital's service area.

Community Board & Organizational Memberships to Promote Community Health
Community Board Participation encompasses SFMC representation on boards and coalitions of community agencies and organizations. Through the ongoing collaboration of SFMC with organizations which share a commitment to meeting the community's health care needs and to addressing the issues that affect overall health and well-being, resources are strengthened and best practices are optimized, resulting in outreach programs with the greatest positive impact.

School/Student Tours - Introduction to Health Care Careers
St. Francis Medical Center coordinates tours for schools and community organizations that introduce students to a variety of health care careers. The tours give students a first-hand look at the functions of various departments and the roles of the doctors, nurses, and staff in each unit. Tour groups have included elementary school groups, high school health and safety classes, international medical students, law students studying medical-legal partnerships, girl and boy scout troops, and girls and boys clubs.

Community Events Supporting Health, Wellness, and Overcoming Barriers to Health
St. Francis Medical Center supports local community health fairs and health education events by providing health screenings such height/weight, blood pressure, and cholesterol; health education on various topics such as stroke prevention, diabetes management, and nutrition; and health insurance enrollment education and assistance.

Volunteer Services
The Volunteer Services Program delivers orientation, training, and supervision to volunteers who support SFMC's day-to-day operations. The program benefits student volunteers by introducing them to future health care careers and providing job skills training as they bring administrative and customer service support to the hospital. The program also helps students fulfill community service hours required for high school graduation. Adult and senior volunteers benefit from interpersonal interaction that supports their mental, emotional, and spiritual well-being while they contribute their talent and experience to various programs and departments. While imparting and improving customer service and support service skills, the Volunteer Services Program also enhances service delivery to patients, patients' families, visitors, and SFMC employees.

Naseau Reading Program
The Naseau Reading Program was a remedial reading program designed for elementary school students whose reading, spelling and comprehension skills were two or more levels below their current grade level. The after-school program provided one-on-one instruction to participants and accommodated 20-36 students per year. Instructors from surrounding private and public schools referred students to the program. The program's high level of individualized attention enabled children to dramatically improve their English language and reading skills, thus eliminating a significant obstacle to their development into self-sufficient, productive adults. The program concluded in FY14.

Community Benefit Planning & Reporting/Comm Ben Software/Comm Health Needs Assessment

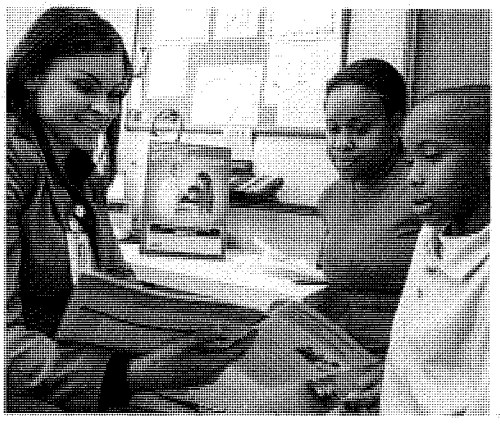
Community Benefit Planning and Reporting includes staff time dedicated to planning and reporting the organization's community benefit programs and to facilitating the Community Health Needs Assessment and Implementation Plan. Lyon Software was used to track people served and program expenses for reporting purposes. The SFMC Community Health Needs Assessment is completed every three years and used as a basis for the development of community benefit programs that target priority community health needs.

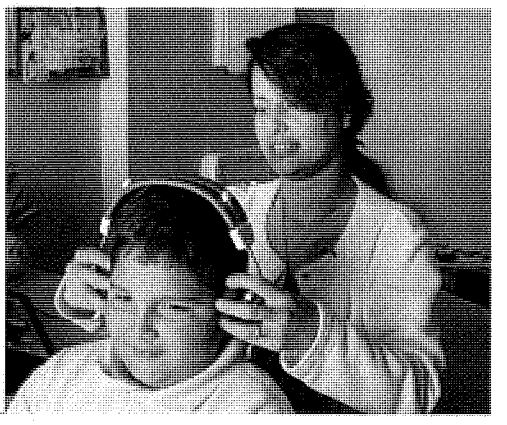
Foundation Fund-Raising to Support Community Benefit Programs

Key SFMC Foundation staff are dedicated to securing funding for community benefit programs at St. Francis Medical Center. The Foundation submits grant applications, manages grant award dispursements and reporting, conducts fund-raising special events, and secures major gifts from corporations and individuals in support of community benefit programs.

2018 Community Benefit Plan

Including Fiscal Year 2017 Update





St. Francis Medical Center

A Part of Verity Health | **Together in Health**

Community Benefit Plan 2018

Including Fiscal Year 2017 Update

St. Francis Medical Center
3630 E. Imperial Highway
Lynwood, CA 90262

Gerald T. Kozai, Pharm.D.
President/CEO

Charles "Chad" Druten, Jr.
Chairman of the Board

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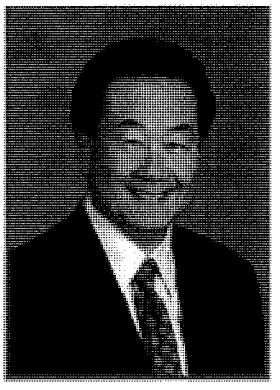
St. Francis Medical Center
A Part of Verity Health | Together in Health

A Message to the Community from the President and Chief Executive Officer

St. Francis Medical Center (SFMC) is dedicated to providing vital health care services to the community of Southeast Los Angeles. Each year, we prepare an annual report detailing our community benefit plan, and the programs and services we offer to improve the health and wellness of residents within our surrounding service area.



Gerald Kozai, Pharm.D.
President/CEO
St. Francis Medical Center

Our Community Benefit Plan 2018 is on the pages that follow, along with a summary of our fiscal year 2017 community benefit activities and achievements. We are pleased to report that more than 248,000 children, adults, and seniors benefited from charitable and outreach services provided by St. Francis Medical Center last year, totaling more than $31.5 million.

I am certain that if you take a few moments to review this report, you will be inspired by the depth and breadth of our collaborative programs and by the dedication of our health care team who, in turn, are truly grateful to be serving our community.

Your generosity and continued support have been important factors in St. Francis Medical Center's ability to respond to the changing needs of our community. On behalf of those who benefit so greatly, please accept my heartfelt thanks. We look ahead to a bright, healthy future.

Wishing you and your family health and wellness!

Sincerely,

[redacted]

Gerald T. Kozai, Pharm.D.
St. Francis Medical Center, President/CEO

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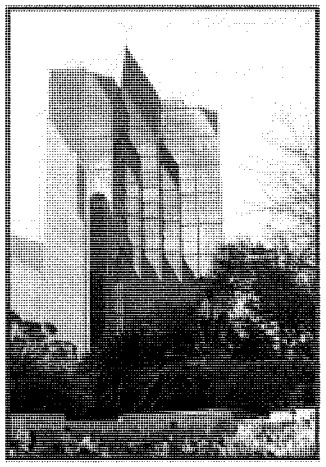
Our Hospital and Health Care Services



St. Francis Medical Center (SFMC) is the only comprehensive, non-profit health care institution serving the one million residents of Southeast Los Angeles. A 384-bed facility, SFMC offers a full range of diagnostic and treatment services provided by more than 1,900 associates and 400 affiliated physicians. With 21,063 inpatient admissions last year and 140,618 outpatient visits, SFMC operates one of the largest and busiest private emergency/trauma centers in Los Angeles County, treating 78,650 emergency patients and 2,403 trauma patients. Babies born in our Family Life Center totaled 4,773 babies, 718 of whom were cared for in the state-of-the-art Neonatal Intensive Care Unit. Our Heart and Vascular Center, Maternal-Child Health Program, Orthopedics/ Joint Replacement Program, Surgical Services, Imaging Services, Behavioral Health and Wound Care facilities offer comprehensive services to the community. Our Primary Stroke Care Center and STEMI Receiving Center, both approved by the Los Angeles County Emergency Medical Services Agency, fill a major gap in critical services in Southeast Los Angeles.

In addition to our acute and outpatient health care services, SFMC operates a broad range of educational and community service programs.

SFMC is dedicated to nurturing healthy children and families, fostering self-sufficiency, enhancing individual and community well-being, and achieving excellence in facilities and technology. SFMC's ultimate goal is to dramatically improve the health and well-being of the community.

Our Mission and Vision

The employees and physicians of St. Francis Medical Center are proud to carry on a long history of serving our diverse community of Southeast Los Angeles.

We are a dynamic organization dedicated to responding to the needs of the community and to transforming the ways in which we deliver excellent medical care.

We will look to expand and create new clinical programs, making health care more accessible and affordable, while remaining committed to providing quality, compassionate care to the patients we are privileged to serve.

Through a transformation of our health care practices, we will focus on more efficient delivery of quality health care and an enhanced alignment with our physician partners.

As a hospital and health system, we are committed to creating a healthier community side-by-side with patients, family, community members and local leaders, and to providing community benefit through a variety of community-based outreach programs and wellness activities.

Our Values

Respect
We demonstrate that we value others and ourselves through our words and actions.

Caring
We provide our patients and their families with compassionate, quality care, treating them and each other with kindness.

Integrity
We act with honesty and transparency to do the right thing.

Passion
We are dedicated to making a difference in the health of our communities and in the lives of all those we serve.

Stewardship
We are committed to being wise stewards of our resources, creative in our approach to challenges and opportunities, and accountable for the results we want to achieve as a charitable organization.

The Communities We Serve

St. Francis Medical Center provides quality medical care, educational programs and support services to the communities of Southeast Los Angeles County, including Lynwood, South Gate, Downey, Huntington Park, Paramount, Bell, Cudahy, Bell Gardens, Long Beach, Maywood and Compton.

Our Service Area

The patients of SFMC generally live within a 5-mile area between the 110 Freeway on the West, the 605 Freeway on the East, the 91 Freeway on the South, and the Alameda Corridor on the North.

Demographics

Age[1]: The largest age group is 15-34 years old (30.44%), followed by age 45-64 (24.52%).

Ethnicity[1]: Hispanics comprise the largest ethnic group (56.82%), followed by White (15.38%), and African-American (12.5%).

Household Language[2]: 81.5% of households speak Spanish.

Education[2]: 49.7% of the primary service area did not complete high school.

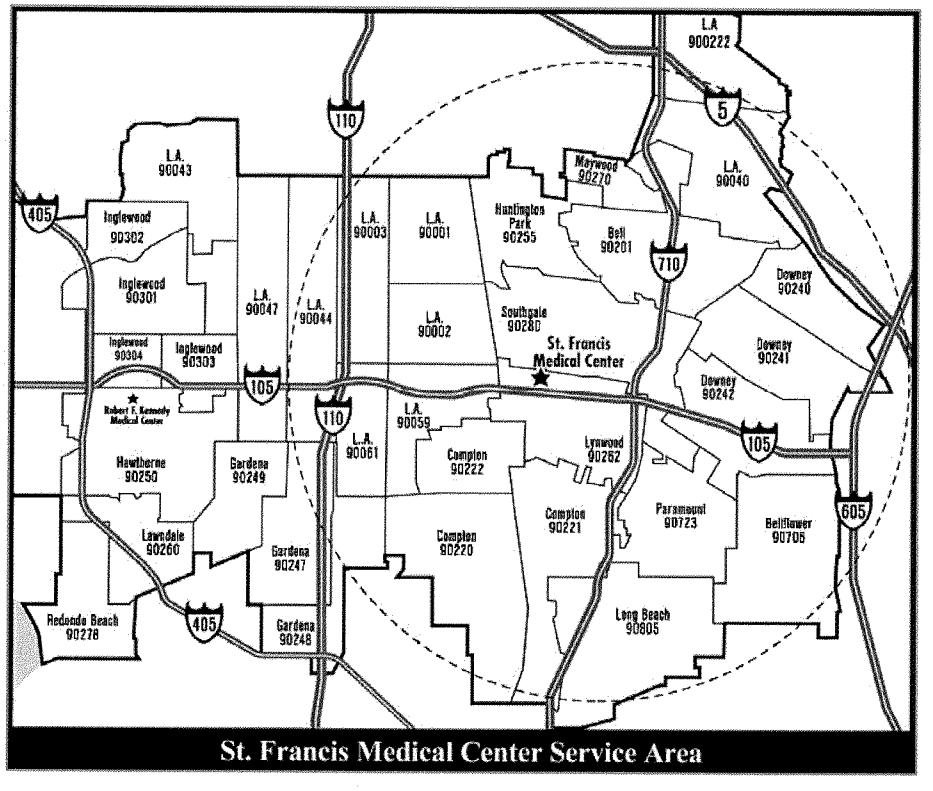
Poverty[2]: 26.6% of the residents in the primary service area are below 100% of the federal poverty level. The median income in the primary service area is $18,380.

Payor Mix: 78.2% of reimbursements for health care services are derived from Medi-Cal, Medicare, and Los Angeles County.

[1] Source: Service Planning Area (SPA) 6, 7, and 8 data; US Census Bureau, American Community Survey 2014 Public Use Microdata Sample. Cities comprising SPAs 6, 7, and 8 are found on page 8 of this report.

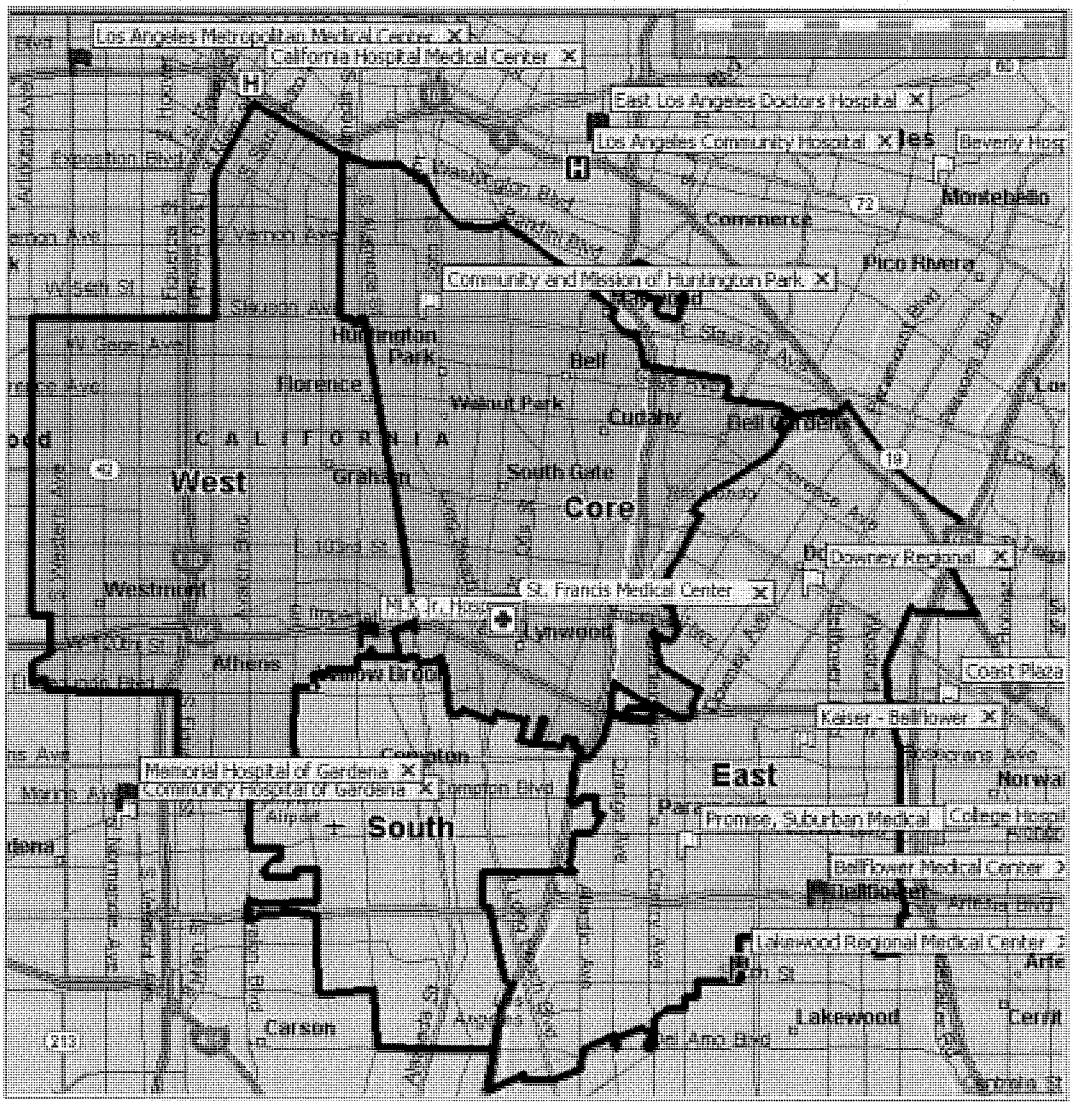
[2] Source: Zip code data for SFMC's primary service area (Lynwood, Huntington Park, Bell, Cudahy, Bell Gardens, Compton, Downey, Maywood, Paramount, South Gate, and Southeast Los Angeles); US Census Bureau, American Community Survey 2014, Public Use Microdata Sample.

Our Service Area



St. Francis Medical Center serves approximately one million residents within Southeast Los Angeles.

Hospitals Within the Surrounding Service Area



St. Francis Medical Center is one of the few hospitals serving the South LA region. When Martin Luther King, Jr. Hospital closed in 2007, St. Francis Medical Center remained committed in its role as part of the Los Angeles County Emergency/Trauma network. With the doors of Martin Luther King, Jr. Community Hospital now open, SFMC continues to work collaboratively with the County of Los Angeles to ensure the accessibility of emergency and trauma services for residents and to meet the critical health care needs of the community.

Assessing the Needs of Our Community

Community Health Needs Assessment*

In an effort to identify the most critical health care needs in St. Francis Medical Center's (SFMC) service area, a Community Health Needs Assessment (CHNA) is conducted every three years. The most recent assessment was completed in 2016. St. Francis Medical Center's CHNA was completed independently, utilizing the consultative services of Humanus Research and Evaluation. The CHNA targeted the Los Angeles County Service Planning Areas (SPAs) supported by SFMC and which include the primary and secondary cities served by SFMC.

Community Health Needs Assessment Methodology

To ensure differing perspectives and thoroughness, the Community Health Needs Assessment used a variety of methods to collect information about health, social and demographic characteristics of the community served by SFMC. The assessment drew primarily from the information sources noted below. For the purposes of the 2016 report, the SFMC service area corresponds to Service Planning Areas (SPAs) 6, 7, and 8, which include communities directly served by SFMC.

County of Los Angeles SPAs

SPA 6: Athens, Compton, Crenshaw, Florence, Hyde Park, Lynwood, Paramount, and Watts.

SPA 7: Artesia, Bell, Bellflower, Bell Gardens, Cerritos, City of Commerce, City Terrace, Cudahy, Downey, East Los Angeles, Hawaiian Gardens, Huntington Park, La Habra Heights, Lakewood, La Mirada, Los Nietos, Maywood, Montebello, Norwalk, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Walnut Park, Whittier, and others.

SPA 8: Athens, Avalon, Carson, Catalina Island, El Segundo, Gardena, Harbor City, Hawthorne, Inglewood, Lawndale, Lennox, Long Beach**, Hermosa Beach, Manhattan Beach, Palos Verdes Estates, Rancho Dominguez, Rancho Palos Verdes, Redondo Beach, Rolling Hills, Rolling Hills Estates, San Pedro, Wilmington, and others.

** City of Long Beach has its own Health Department

Interpreting the Data

General Note

The data in the Community Health Needs Assesment should be interpreted cautiously. Although the health indicator data may appear to suggest changes in one particular direction, there are likely several conflicting, demographic processes affecting observed patterns. For example, this report notes that there will be an increasingly elderly (age 65+) population in California over the next decade (2014-2024), at the same time that the state will continue to absorb flows of migration (which are predominantly a young adult population). Because health profiles vary among different age and race groups, health indicator data should also be interpreted carefully. Health indicator data should be analyzed in consideration of the state's shifting racial and age dynamics.

Mortality Indicators

The data for the mortality indicators are compiled from the Los Angeles County Department of Public Health, as well as the California Department of Public Health Assessment & Policy Section/Data Analysis Reporting Unit, and can be compared across years to observe trends over time.

Indicators and Projections

Health Indicators

The data for the health indicators are compiled from the Key Indicator of Health reports from 2007, 2009 and 2013 as well as from the Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. Due to changes in indicator criteria from one survey to the next, these data cannot be compared across years. The California data are from the California Health Interview Survey from 2005, 2007, 2009 and 2015.

Demographic Projections

The data for the population projections are compiled from the U.S. Census Bureau, American Community Survey 2014, Public Use Microdata Sample. The data for the community profiles are compiled from the U.S. Census Bureau, American Community Survey 2014 one-year estimates.

*St. Francis Medical Center's full 2016 Community Health Needs Assessment is available on the hospital's website: StFrancis.Verity.org. Written copies are available by request through the hospital's Marketing/Communications department.

Community Health Needs Assessment Focus Groups

Supplementary data are included throughout this report from the transcripts of four focus groups that were conducted at SFMC on June 21, 2016. The groups were comprised of key stakeholders, service providers and two groups of beneficiaries (one in English and one in Spanish).

The purpose of the focus groups was to collect qualitative information on health care issues that could elaborate on and enhance information gleaned from secondary data sources. Participants were identified and recruited by SFMC staff. The groups were mixed by age, race/ethnicity, and gender. Thirty-six individuals participated in four separate focus groups, including:

Beneficiaries – Individuals from the community who received care or participated in programs provided by SFMC. Separate groups were conducted for English-speaking (N=7) and Spanish-speaking (N=7) beneficiaries, with a moderator fluent in Spanish conducting the latter.

Providers – Representatives from public agencies and private organizations that provide health care and social services to the community on a daily basis at SFMC and in the community (N=11).

Stakeholders – Representatives from local elected officials' offices, and community, education, and health care leaders representing a city Health and Education Commissions, South LA universities, area school districts, and charitable foundations with a healthcare focus. (N=11).

The focus group discussions assessed:

- The most important current health care concerns in the community that SFMC serves.
- Barriers to accessing health care.
- Community resources including health care services available locally and services that support health and wellness.
- Way to improve health care access and health care resources needed.

Stakeholder Participants

Erin Adams—Assistant Deputy for Health and Wellness, Office of Supervisor Mark Ridley-Thomas (2nd Supervisorial District)

Rebecca Avila—Health and Education Commission, City of Huntington Park

Hector Balcazar, Ph.D.—Dean of the College of Science and Health, Charles Drew University of Medicine and Science

Bill DeWitt—Mayor, City of South Gate

Marilyn Izumita—Consultant, Student Services, Lynwood Unified School District

Juliano Jarquin—Health and Education Commission, City of Huntington Park

Julia Juarez—Field Representative, Office of California State Senator Ricardo Lara (District 33)

Lara Larramendi—Field Representative, Office of Congresswoman Janice Hahn (CA-44)

Veronica Ledesma—Senior Field Representative, Office of California State Assembly Speaker Anthony Rendon (AD-63)

Talia Leon—Field Deputy, Office of Congresswoman Lucille Roybal-Allard (CA-40)

Rose Veniegas, Ph.D.—Program Officer, Health Care, California Community Foundation

Provider Participants:

Gilda Acosta—Director, Community Health Initiatives, St. Francis Medical Center

Rozie Carrillo—Recreation Superintendent II, Lynwood Senior Center, City of Lynwood Recreation and Community Services

Irene Heath, MCH Specialist I, LA BioMed WIC Program, South LA Health Projects

John Helyar, LMFT—ICMS Program Manager, Homeless Outreach Program Integrated Care System

Jan King, MD, MPH—Area Health Officer, LA County Department of Public Health

Heidi Lopez, PHN, LA County Department of Public Health

Tanisha Rogers—LA County Child Guidance Clinic

Dipti Singh—Directing Attorney, Bet Tzedek

Romalis Taylor—Stars Behavioral Health Group, Best Start Compton

What the Data Says – Summary of Some Key Findings

Mortality SPA 6 (2012 [1])

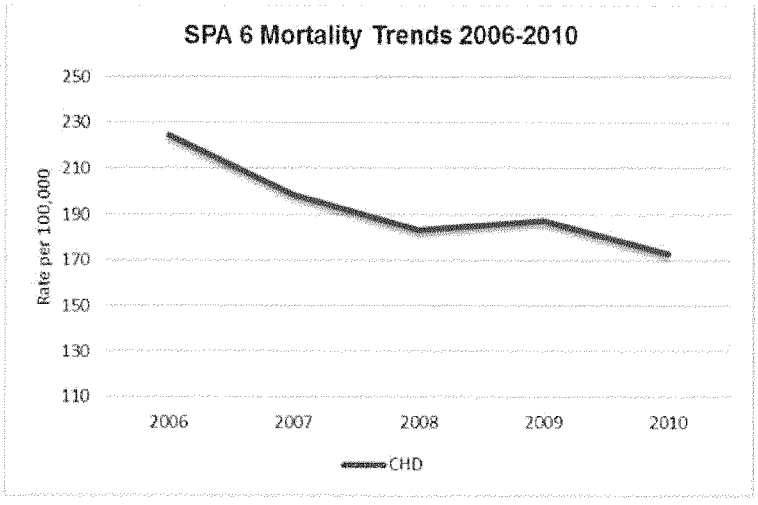
Coronary heart disease [2]**:** In SPA 6, CHD was the leading cause of death at 142 per 100,000 (= LAC rate) and the 2nd leading cause of premature death. Rates have decreased 23% from 2006-2010. The South (between 199-258) and Southwest (between 199-258) health districts had the highest rates.

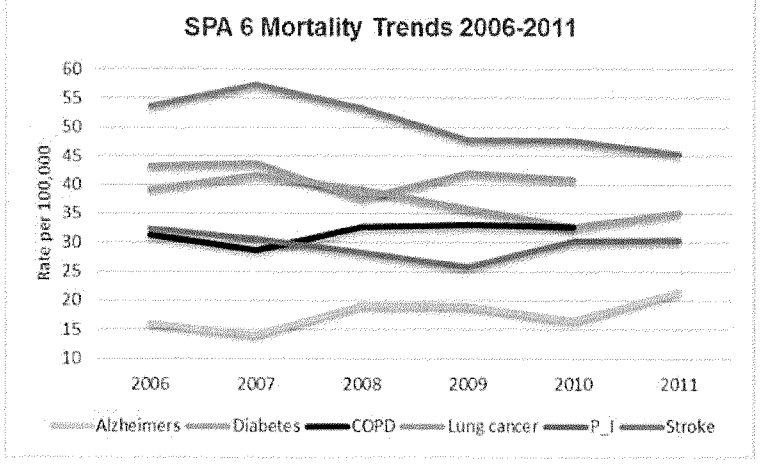
Stroke: Stroke was the 2nd leading cause of death at 44 per 100,000 (> LAC rate) and the 6th leading cause of premature death. Rates have decreased 15% from 2006-2011. The Compton (between 40-61) and South (between 45-76) health districts had the highest rates.

Lung Cancer [2]**:** Lung Cancer was the 3rd leading cause of death at 37 per 100,000 (> LAC rate) and the 7th leading cause of premature death. Rates have decreased 5% from 2006-2010. The Compton (between 35-54) and Southwest (between 30-44) health districts had the highest rates.

Diabetes: Diabetes was the 4th leading cause of death at 36 per 100,000 (> LAC rate) and the 5th leading cause of premature death. Rates have decreased 10% from 2006 to 2011. The South (between 35-63) and Compton (between 33-52) health districts had the highest rates.

COPD [2]**:** COPD was the 5th leading cause of death at 29 per 100,000 (> LAC rate) and the 13th leading cause of premature death. Rates have increased 4% from 2006-2010. The Compton (between 22-39) and South (between 20-43) health districts had the highest rates.





[1] Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. Mortality in Los Angeles County 2012: Leading causes of death and premature death with trends for 2003-2012. August 2015.

[2] Indicates change from 2006-2010 only due to changes in ICD-10 code.

What the Data Says – Summary of Some Key Findings

Mortality SPA 7 (2012 [1])

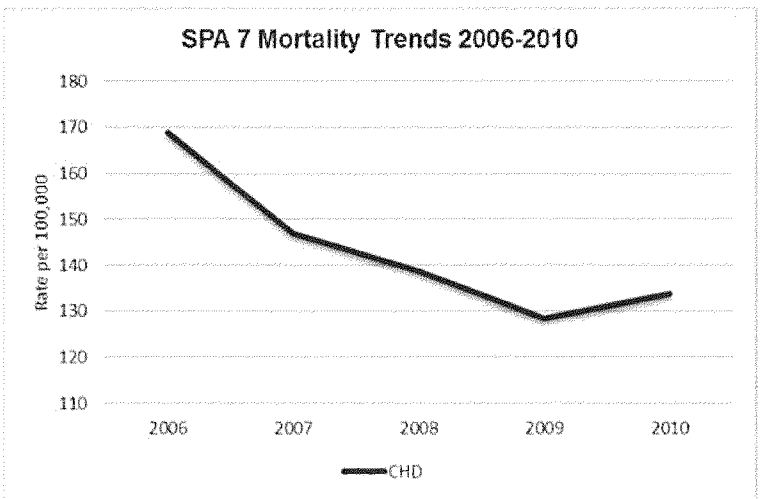
Coronary heart disease [2]**:** In SPA 7, CHD was the leading cause of death at 109 per 100,000 (< LAC rate) and the leading cause of premature death. Rates have decreased 21% from 2006-2010. The Bellflower (between 149-176) and East LA (between 135-169) health districts had the highest rates.

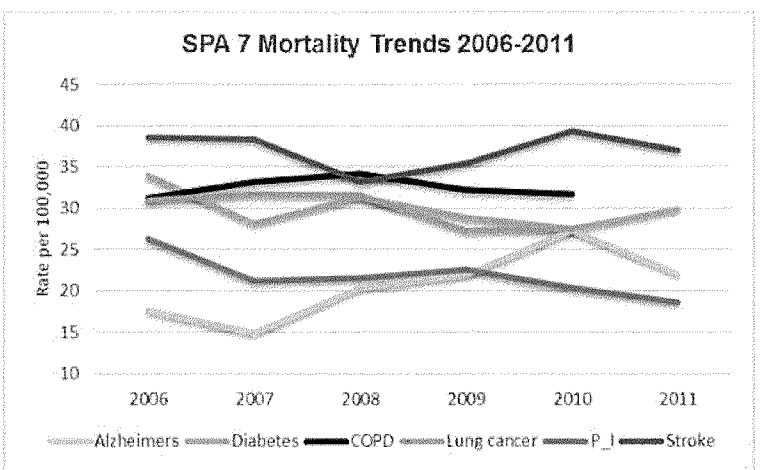
Stroke: Stroke was the 2nd leading cause of death at 36 per 100,000 (> LAC rate) and the 5th leading cause of premature death. Rates have decreased 4% from 2006-2011. The Bellflower (between 31-44) and San Antonio (between 31-45) health districts had the highest rates.

COPD [2]**:** COPD was the 3rd leading cause of death at 26 per 100,000 (< LAC rate) and the 16th leading cause of premature death. Rates have increased 2% from 2006-2010. The Bellflower (between 26-38) and San Antonio (between 23-35) health districts had the highest rates.

Diabetes: Diabetes was the 4th leading cause of death at 25 per 100,000 (> LAC rate) and the 7th leading cause of premature death. Rates have decreased 12% from 2006 to 2011. The East LA (between 27-44) and San Antonio (between 21-34) health districts had the highest rates.

Lung Cancer [2]**:** Lung Cancer was the 5th leading cause of death at 24 per 100,000 (< LAC rate) and the 9th leading cause of premature death. Rates have decreased 11% from 2006-2010. The Bellflower (between 25-37) and Whittier (between 19-30) health districts had the highest rates.





[1] Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. Mortality in Los Angeles County 2012: Leading causes of death and premature death with trends for 2003-2012. August 2015.

[2] Indicates change from 2006-2010 only due to changes in ICD-10 code.

What the Data Says – Summary of Some Key Findings

Mortality SPA 8 (2012 [1])

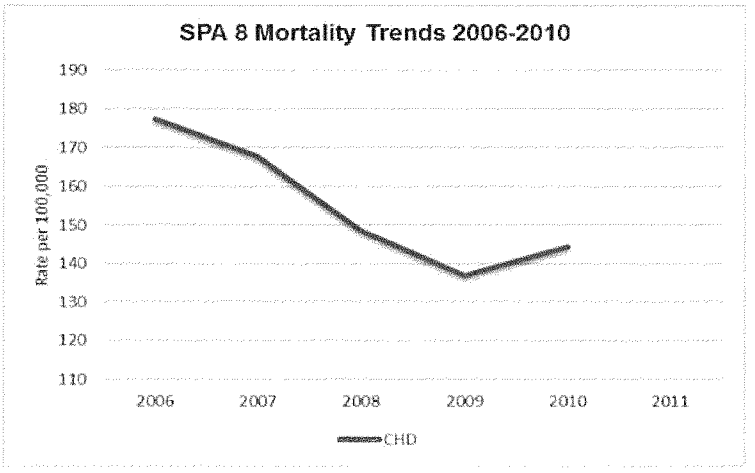
Coronary heart disease [2]**:** In SPA 8, CHD was the leading cause of death at 120 per 100,000 (< LAC rate) and the leading cause of premature death. Rates have decreased 19% from 2006-2010. The Long Beach (between 197-226) and Inglewood (between 154-181) health districts had the highest rates.

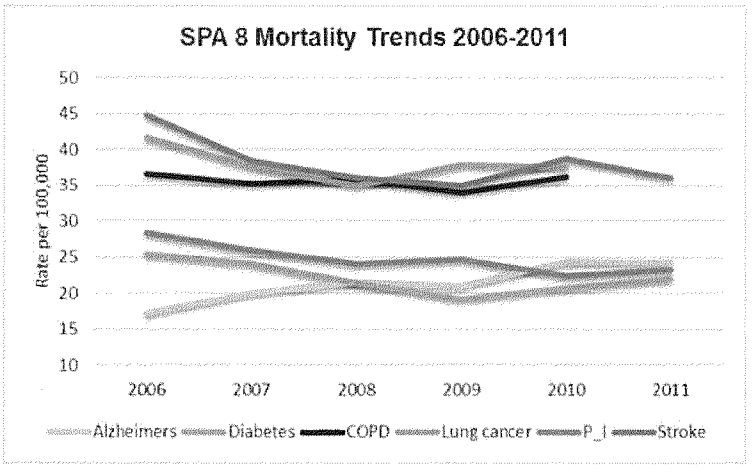
Stroke: Stroke was the 2nd leading cause of death at 35 per 100,000 (< LAC rate) and the 7th leading cause of premature death. Rates have decreased 19% from 2006-2011. The Long Beach (between 34-46) and Inglewood (between 30-43) health districts had the highest rates.

Lung Cancer [2]**:** Lung Cancer was the 3rd leading cause of death at 31 per 100,000 (> LAC rate) and the 8th leading cause of premature death. Rates have decreased 10% from 2006-2010. The Long Beach (between 30-42) and Torrance (between 30-39) health districts had the highest rates.

COPD [2]**:** COPD was the 4th leading cause of death at 30 per 100,000 (> LAC rate) and the 12th leading cause of premature death. Rates have decreased 1% from 2006-2010. The Long Beach (between 31-43) and Inglewood (between 25-36) health districts had the highest rates.

Pneumonia/Influenza: P_I was the 5th leading cause of death at 23 per 100,000 (> LAC rate) and the 21st leading cause of premature death. Rates have decreased 18% from 2006-2011. The Inglewood (between 21-32) and Torrance (between 20-28) health districts had the highest rates.





[1] Los Angeles County Department of Public Health, Office of Health Assessment and Epidemiology. Mortality in Los Angeles County 2012: Leading causes of death and premature death with trends for 2003-2012. August 2015.

[2] Indicates change from 2006-2010 only due to changes in ICD-10 code.

What the Data Says – Summary of Some Key Findings

Communicable Diseases [1]

Table M1. Health Indicators for Adults (18+ years old) in Los Angeles County 2014 Annual HIV/STD Surveillance Report	L.A.	SPA 6	SPA 7	SPA 8
	2014	2014	2014	2014
Education (18-64 yrs)				
People Living with HIV (PLWH) (annual new cases per 100,000)	486	505	244	517
Incidence of Chlamydia (annual new cases per 100,000)	551*	993	530	498
Incidence of Gonorrhea (annual new cases per 100,000)	154*	305	93	127
Proportion of Tuberculosis Cases by SPA [2]	-	13.7	11.3	8.3

*Does not include cases reported in the cities of Long Beach and Pasadena

People Living with HIV

- In 2014, rates were highest in SPA 8 (517 per 100,000) and SPA 6 (505 per 100,000), The Long Beach (1,043 per 100,000) and Southwest (668 per 100,000) districts were disproportionately high.

Chlamydia

- In 2014, rates were highest in SPA 6 (933 per 100,000) and the South (1221 per 100,000) and Southwest (1000 per 100,000) districts, specifically.

Gonorrhea

- In 2014, rates were highest in SPA 6 (305 per 100,000) and the South (411 per 100,000) and Southwest (352 per 100,000) districts, specifically.

HIV

- A total of 1,820 LAC residents were reported as newly diagnosed with HIV infection in 2013. The highest rates of HIV diagnoses, although generally decreasing, are among African American males and females.
- IN the SFMC Area, HIV diagnoses and persons living with HIV (PLWH) are concentrated in SPA's 6 and 8.

Gonorrhea

- A total of 14,555 cases of gonorrhea were reported in LAC in 2014, with the majority (75%) occurring in persons 15-34 years of age. The number of reported cases has risen in each of the past 5 years, which has resulted in a 51% increase from 2010 to 2014.
- In 2014, the highest rates of gonorrhea were among African American males ages 20-29 and African American females ages 15-24. The rate among African American females was over 11 times higher than the rate among white females and nearly 6 times higher than Latinas.

Chlamydia

- A total of 52,098 cases of chlamydia were reported in LAC in 2014. From 2010 to 2014, the number of reported cases increased by 17%.

[1] Division of HIV and STD Programs, Los Angeles County Department of Public Health. 2014 Annual HIV/STD Surveillance Report. http://publichealth.lacounty.gov/phcommon/public/reports/rptspubdisplay.cfm?unit=dhsp&ou=ph&prog=dhsp. Published February 2016. Accessed [08/12/2016].

[1] Data are provisional due to reporting delay.

[2] Tuberculosis in Los Angeles County: Surveillance Report 2013. Los Angeles County Department of Public Health, Tuberculosis Control Program, Los Angeles, CA. March 2015.

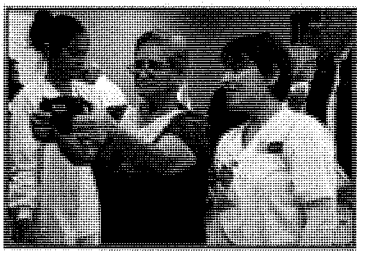
What the Data Says – Summary of Some Key Findings

Communicable Diseases [1], cont.

- While chlamydia rates have risen in both males and females, from 2010 to 2014, there was a 27% increase in the rate among males compared to a 7% increase in the rate among females with the highest rates among African American males ages 20-29 and African American females ages 15-24.

Tuberculosis [2]

- In 2013, there were a total of 662 cases of tuberculosis (TB) confirmed in LA County. This represents a 6% increase from 625 cases in 2012. The TB case rate slightly increased from 6.7 per 100,000 during 2012 to 7.0 per 100,000 in 2013.
- In 2013, Hispanics (44%) and Asians (41%) accounted for 85% of TB cases in LA County. The TB case rate was highest among Asians (20.1 per 100,000), followed by Blacks (7.7 per 100,000), Hispanics (6.4 per 100,000), and non-Hispanic Whites (1.4 per 100,000) and were 14.4, 5.5, and 4.6 times higher than among non-Hispanic Whites (1.4 per 100,000), respectively.
- Hispanics represented a greater number of TB cases (292 cases in 2013) in LA County compared to other racial/ethnic groups. Between 2012 and 2013, cases increased by 2% among Hispanics and 11% among Asians.



[1] Division of HIV and STD Programs, Los Angeles County Department of Public Health. 2014 Annual HIV/STD Surveillance Report. http://publichealth.lacounty.gov/phcommon/public/reports/rptspubdisplay.cfm?unit=dhsp&ou=ph&prog=dhsp. Published February 2016. Accessed [08/12/2016].

[1] Data are provisional due to reporting delay.

[2] Tuberculosis in Los Angeles County: Surveillance Report 2013. Los Angeles County Department of Public Health, Tuberculosis Control Program, Los Angeles, CA. March 2015.

What the Data Says – Summary of Some Key Findings

Health and Wellness: Housing and Health

Housing has been shown to be an important social determinant of physical and mental health and well-being among adults and children. A 2015 study 2 by the Center for Housing Policy highlights these benefits:

- Affordable Housing Can Improve Health Outcomes by Freeing Up Family Resources for Nutritious Food and Health Care Expenditures.
- By Providing Families with Greater Residential Stability, Affordable Housing Can Reduce Stress and Related Adverse Health Outcomes.
- Affordable Homeownership May Positively Impact Mental Health; However, Unsustainable Forms of Homeownership May Negatively Impact Health.
- Well-Constructed and Well-Maintained Affordable Housing Can Reduce Health Problems Associated with Poor-Quality Housing.
- Stable, Affordable Housing May Improve Health Outcomes for Individuals With Chronic Illnesses by Providing an Efficient Platform for Health Care Delivery.
- Access to Neighborhoods of Opportunity Can Reduce Stress, Increase Access to Amenities, and Lead to Important Health Benefits.
- By Alleviating Crowding, Affordable Housing Can Reduce Exposure to Stressors and Infectious Disease.
- Access to Affordable Housing Allows Survivors of Domestic Violence to Escape Abusive Homes, Which Can Improve Mental Health and Physical Safety.

Families who pay more than 30% of their income for housing are considered cost burdened, which can reduce an individual or family's ability to meet other necessities such as food, clothing, transportation and medical care.[1] In LA County, 52% of households pay 30% or more of their income on housing.

Using 2008-2012 ACS 5-year estimates, SPA 6 had the most cost burdened households (64%).[3]

Homelessness creates additional obstacles of providing care and tracking individuals for continuity of services:

- The total estimated number of people experiencing homelessness in Los Angeles County was 46,874, an overall increase of 2,515 people or 5.7% from 2015 (44,359).[4]
- However, there was an 18% decrease in homeless family members from 2015 to 2016 and unsheltered family members decreased 35%.[4]
- African-Americans comprise 39% of the homeless population.[4]
- Since 2013, there has been a 55% increase in the number of females experiencing homelessness in the LA CoC.[4]
- Females make up 61% of the overall homeless population increase since 2013 [4].
- There was a 12% increase in people ages 18 to 24 and in people ages 25 to 54 from 2015 [4].
- 18% of the total population (7,868 people) had a history of physical or sexual abuse, including domestic or intimate partner violence and/or stalking.[4]
- Females and transgender individuals experience higher rates of violence and/or abuse.[4]
- SPA 6 had the 2nd largest homeless population in 2016 (7,459), a decrease of 0.7% since 2015.[4]
- SPA 8 had the 4th largest homeless population in 2016 (5,913), an increase of 10.5% since 2015.[4]

[1] http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/ accessed on 08/13/2016.

[2] Maqbool, N., Viveiros, J., Ault, M. (2015). *The Impacts of Affordable Housing on Health: A Research Summary.* Washington DC: Center for Housing Policy, National Housing Conference.

[3] LA County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.

[4] LA Homeless Services Authority. *2016 Homeless Count Results Los Angeles County and LA Continuum of Care*; updated May 10, 2016.

What the Data Says – Summary of Some Key Findings

Health and Wellness: Comorbid Depression and Substance Abuse

Depression and substance abuse are common and tend to co-occur creating unique challenges for diagnosis and treatment. A recent RAND study[1] investigated this phenomenon among safety-net clients in Los Angeles, specifically examining "characteristics and service use among depressed, low-income persons from minority groups in under-resourced communities who did and did not have a substance abuse history."

The authors concluded that "Clients with depression and a substance abuse history had significant psychosocial stressors and high rates of service use, which suggests that communitywide approaches may be needed to address both depression and substance abuse in this safety-net population." The following were key findings:

- Of the 957 depressed clients, 217 (23%) were from substance abuse programs; 269 (28%) clients from other sectors had a substance abuse history, and 471 (49%) did not.
- Most clients from substance abuse programs or with a substance abuse history were unemployed and impoverished, lacked health insurance, and had high rates of arrests and homelessness.
- Clients from substance abuse programs or with a substance abuse history were also more likely than clients without a substance abuse history to have depression or anxiety disorders, psychosis, and mania and to use emergency rooms.

Stakeholder focus group participants highlighted mental heath and substance abuse issues and major concerns in their communities:

"...regarding mental health in the homeless community that have diseases, such as or diabetes, cardiovascular, working in tandem with depression and/or anxiety, we see overdoses from substance abuse in the emergency department. We need to have the behavioral issues addressed, as we see our Hospitals dealing with increased volume in the ED and overall in various departments."
—Stakeholder focus group participant

"We had a nonprofit mental health agencies health collaborative for nine years to address the mental health issues for our students in grades k-12. This year we had 590 referrals, they are all on Medi-Cal, so now we have a gap in servicing all our students who have insurance... I concur with the issues regarding mental health and substance abuse in our community/schools. We have a lot of suicidal referrals...we see a lot of homelessness in our community and foster situations. ."—Stakeholder focus group participant

"When it comes to having a doctor treating a patient that has a behavioral problem, we are not actually curing the patient, we are just putting a band aid on it."—Stakeholder focus group participant

[1] Chang, E.T., Wells, K.B., Gilmore, J., Tang, L., Morgan, A.U., Sanders, S., Chung, B. Comorbid Depression and Substance Abuse Among Safety-Net Clients in Los Angeles: A Community Participatory Study. *Psychiatric Services*. 2015; 66(3): 285–294.

What the Data Says – Summary of Some Key Findings

Health and Wellness: Park Use in Los Angeles

Safe and accessible local parks are considered to be a key resource for health/wellness both for physical activity and community outreach, so it is important to gain a better understanding of park use tendencies within the communities we serve. A 2015 RAND study on park use and physical activity among racial-ethnic groups in the City of Los Angeles[1] highlighted numerous differences in racial-ethnic group park use and levels of physical activity. The following were key findings:

- Blacks and English-speaking Latinos were less likely than whites to report being physically active, exercising in the park, and exercising outside the park.
- Spanish-speaking Latinos were equally likely as whites to report exercising in park but less likely to report exercising outside the park and more likely to report using the parks for social interactions.
- Asians/Pacific Islanders (PI)/others were more likely than whites to report visiting the park in the past 7 days and using the parks for social interactions.
- Urban parks appear to be an important resource for physical activity and socialization, in particular among Spanish-speaking Latino and Asians/PI groups.

Beneficiary focus group participants highlighted the importance of local parks for both physical activity and community outreach:

> "...a lot of people hang at the park including the homeless. Where my mom lives in Ontario there's a program that cooks up some food like hot dogs, hamburgers for the community. Once the people get there they can then offer, you know why you are here let me check your blood pressure, and maybe even provided some medication."
> —Beneficiary focus group participant

> "Some people may not want to travel too far to receive these resources. Services that are free, people want and like to receive things that are free. I've started a group that focuses on fitness. I pass out flyers to help people get in shape, showing them simple stretches and exercise with advice on healthy eating. I come every Sunday at the park by the basketball courts."
> —Beneficiary focus group participant

[1] Pitkin-Derose, K., Han, B., Williamson, S., Cohen, D. Racial-Ethnic Variation in Park Use and Physical Activity in the City of Los Angeles. *Journal of Urban Health.* 2015; 92(6): 1011–1023.

What the Data Says – Summary of Some Key Findings

Health and Wellness: Parks and Senior Preferences in Los Angeles

Numerous studies have established the physiological and psychological benefits of safe and accessible parks to seniors' quality of life and longevity. As projections show, the 65+ population will increase greatly (between 22% and 27%) from 2014 to 2019, and increase again (between 18% and 31%) from 2019 to 2024 in the state, county and SFMC Area. Thus, ensuring that parks remain safe, enjoyable, and accessible for older adults will be a critical factor in helping to mitigate potential healthcare costs and social isolation over the next decade.

A recent study of senior experiences in local park use in Los Angeles[1] investigated the following questions:

- What are the needs, preferences, and aspirations that low-income, inner-city seniors have for neighborhood parks. Do seniors of different races and ethnicities indicate different preferences?
- What are the challenges and impediments that decrease these seniors' access to and use of neighborhood parks?
- What are some lessons for planners wishing to develop senior-friendly parks in inner cities?

The following were key findings:

- Perceptions of lack of safety and security are important deterrents to visiting parks.
- Focus group participants expressed fear of unsupervised youth at the parks, especially when skateboarding, bouncing balls, or running around.
- Crime was also a concern for many participants, who described being victims of robbery, attempted robbery, theft, and "disrespectful behaviors" from youth in public spaces.
- Seniors also convey concerns about homeless people, drunkards, gang members, drug dealers, and people simply loitering in parks.
- These perceptions often deter many seniors from visiting nearby parks, while lack of private transportation is a barrier to visiting more distant parks that are perceived as safer.
- There were six desirable park characteristics highlighted: 1) security, 2) good accessibility, 3) presence of natural elements (greenery, wildlife), 4) age-friendly park design and programming, 5) opportunities for walking and physical activity, and 6) settings and programs that encourage social interaction.

The study also highlighted potential preference differences between ethnic and cultural backgrounds:[1]

- Whites and Latinos were more open to age-integrated parks than are Korean elders.
- Many Korean women insisted that the park should be fenced and gated and have constant monitoring, and also suggested the use of different types of materials or facilities to increase its safety.
- Korean men were more concerned than other groups about their safety from falls, worrying about uneven sidewalks and hilly walking paths and recommending handrails.
- Korean participants were also the most critical of the lack of cleanliness in existing parks.
- Latinos focused more on the visibility and lighting at the park.
- White participants commented more on the facilities they use at parks, such as having picnic tables big enough for a group of seniors or a water fountain easily accessible to seniors with walkers or in wheelchairs.
- All Asian-American participants (i.e., Koreans, Indians, and Filipinos) were particularly sensitive to disrespectful younger people.
- Korean participants prefer straight walking trails, while other elders prefer winding ones.

[1] Loukaitou-Sideris, A., Levy-Storms, L., Chen, L., Brozen, M. Parks for an Aging Population: Needs and Preferences of Low-Income Seniors in Los Angeles. *Journal of the American Planning Association*. 2016; 82(3): 236–251.

What the Data Says – Summary of Some Key Findings

Health and Wellness: LGBTQ Access

A recent national study focused on LGB health examined the associations between sexual orientation and barriers to health care.[1] Five barrier-to-care outcomes were assessed:

- Delayed or did not receive care because of cost.
- Did not receive specific services because of cost.
- Delayed care for non-cost reasons.
- Trouble finding a provider.
- No usual source of care.

The authors concluded that "members of sexual minority groups, especially bisexual women, are more likely to encounter barriers to care than their straight counterparts." The following were key findings:

- Relative to straight adults, gay or lesbian and bisexual adults had higher odds of delaying or not receiving care because of cost.
- Bisexual adults had higher odds of delaying care for non-cost reasons, and gay men had higher odds than straight men of reporting trouble finding a provider.
- By contrast, gay or lesbian women had lower odds of delaying care for non-cost reasons than straight women.
- Bisexual women had higher odds than gay or lesbian women of reporting 3 of the 5 barriers investigated.

A recent study examined the effects of the cumulative victimization experienced by LGBT youths on mental disorders. In the study's sample of LGBT youths, 10.3% experienced significant increases in victimization, and 5.1% maintained high levels across development from baseline (mostly in high school) to follow-up four years later.

The authors concluded that youths with steadily high or increasing levels of victimization from adolescence to early adulthood are at higher risk for depression and post-traumatic stress disorder.[2]

Stakeholder focus group participants acknowledged that the LGBT population, in particular, experiences multiple barriers to health/wellness and that in order to overcome those barriers it is essential to partner with other community organizations that work with LGBT community members:

> "For the LGBT (community members) we rely heavily on the community organization, who we view as the experts (in serving that population), and those populations find solace in receiving information from this venue. So we rely on those organizations to help (LGBT community members) access care or receive information."—Stakeholder focus group participant

[1] Dahlhamer, J.M., Galinsky, A.M., Joestl, S.S. & Ward, B.W. Barriers to Health Care Among Adults Identifying as Sexual Minorities: A US National Stud. *AJPH*. 2016; 106(6): 1116–1122.

[2] Mustanski, B., Andrews, R. & Puckett, J.A. The Effects of Cumulative Victimization on Mental Health Among Lesbian, Gay, Bisexual, and Transgender Adolescents and Young Adult. *AJPH*. 2016; 106(3): 527–533.

What the Data Says – Summary of Some Key Findings

Health Indicators Adults (2015 [1])
Education, Environment and Neighborhood, and Health Status

Table A1. Health Indicators for Adults (18+ years old) in Los Angeles County Los Angeles County Health Survey 2015.	L.A.	SPA 6	SPA 7	SPA 8
	2015	2015	2015	2015
Education (18-64 yrs)				
Less than high school	22.4%	41.6%	28.9%	16.1%
High school	21.5%	25.7%	28.1%	21.8%
Some college or trade school	28.9%	24.0%	28.2%	32.4%
College or post graduate degree	27.2%	8.6%	14.8%	29.7%
Environment and Neighborhood				
Perceived neighborhood is safe from crime (feel safe in the neighborhood all or some of the time	84.0%	40.3%	85.0%	87.8%
Easy to get fresh produce (fruits/vegetables)	75.0%	54.8%	70.8%	77.1%
Percent of household with children exposed to tobacco smoke at home	14.9%	23.7%	13.6%	12.8%
Health Status				
Fair/Poor Health Status	21.5%	30.6%	22%	21%
Average # of days (past month) activities limited due to poor physical or mental health	2.3	2.6	2.0	2.1
Average number of unhealthy days (past month)	5.9	6.0	5.3	5.6
Percent of adults who provided care or assistance during the past month to another adult	19.2%	24.9%	14.0%	20.5%

Environment and Neighborhood

- Percent of adults who perceive their neighborhood is safe from crime was consistently lower in SPA 6 (40.3%) compared to other areas for each time period, a decrease of 37% from 2011.

- Within SPA 6, the Southeast Health District (31.4%) had the lowest percent of adults who perceived their neighborhood is safe from crime followed by Southwest (37.2%).

Access to Fresh Produce

- A much smaller percent of residents in SPA 6 (54.8%) reported that they have easy access to fresh fruits and vegetables compared to LA County, SPA 7, and SPA 8, a decrease of 30% from 2011– SPA 7 and SPA 8 both decreased from 2011 (21% and 14% respectively).
- Within SPA 6, the Compton (51.5%) and Southwest (51.0%) districts were lowest.

Health Status

- SPA 6 (36.4%) also had a higher percentage of residents who reported fair/poor health status compared to LA County, SPA 7 and SPA 8. This pattern has not changed from 2011 to 2015.
- Within SPA 6, the Southeast district was highest (47.4%).

[1] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.

Focus Group – Related Comments and Observations

[In reference to the importance of community gardens] "My neighbor has a variety garden and often times when I don't have enough money to buy produce at the grocery store I buy different vegetables from her. It would be a good idea for people with yard space to plant gardens. That way people are eating healthier and know what they are eating."
—Beneficiary focus group participant

"It's easier to get a $0.69 burger at Tom's then get a vegetable. Give a kid $2.00 that's what's they are going to go and buy."
—Beneficiary focus group participant

"I've been going out to certain meetings within the community and what is hard for the community is that they want to know how to have access to healthier inexpensive food. You can tell anyone what they can buy in order to eat healthier and educate them, But if they don't have higher paying jobs, food is expensive...at least make the food affordable for them to be able to eat to really tackle the challenge of obesity, diabetes and hypertension."
—Provider focus group participant

What the Data Says – Summary of Some Key Findings

Health Indicators Adults (2015 [1])
Health Insurance, Dental Insurance, and Access to Care

Table A4. Health Indicators for Adults (18+ years old) in Los Angeles County Los Angeles County Health Survey 2015.	L.A.	SPA 6	SPA 7	SPA 8
	2015	2015	2015	2015
Health Insurance (18-64 yrs)				
Medi-Cal	32.0%	-	-	-
Medicare	1.6%	-	-	-
Public	38.2%	52.8%	39.9%	37.2%
Private	49.3%	29.3%	48.8%	53.2%
No Insurance	11.7%	17.9%	11.3%	9.6%
Covered California	4.1%	-	-	-
Health Insurance (65+ yrs)				
Private	8.7%	10.1%	12.5%	8.2%
Public	63.8%	72.9%	67.2%	66.1%
Private & Public	27.1%	17.0%	19.1%	25.0%
No Insurance	0.4%*	-	-	-
Access to Care				
No regular source of care	19.7%	23.4%	21.4%	17.5%
Difficulty accessing medical care	23.6%	32.5%	22.9%	19.1%

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.

Health Insurance

- In general, the percent of LA County adults (18+ years old) who do not have health insurance decreased noticeably (46%) from 2005 (21.8%) to 2015 (11.7%).
- SPA 6 (17.9%) had the highest percentage of adults who do not have health insurance. SPA 6 (52.8%) also had a higher percentage of adults with public health insurance compared to SPA 7 and SPA 8.
- Within SPA 6, the South (26.1%) and Southeast (27.8%) districts had the highest percentage of adults with no insurance.

Access to Care

- Adults (18+ years old) who had difficulty accessing medical care was highest in SPA 6 (32.5%).
- Within SPA6, the South (36.4%) and Southeast (36.7%) districts were highest.

"You can only see doctors that are included in your Medi-Cal plan. Maybe you don't feel comfortable with these doctors. All you want as a patient is to be comfortable. Sometimes when I go to the doctor and the interpreter translates I feel that they don't do a good job. I feel that the doctor didn't really understand me."
—Beneficiary focus group participant

[1] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.

What the Data Says – Summary of Some Key Findings

Health Indicators Adults (2015 [1])
Preventive Services and Health Behaviors

Table A7. Health Indicators for Adults (18+ years old) in Los Angeles County Los Angeles County Health Survey 2015.	L.A.	SPA 6	SPA 7	SPA 8
	2015	2015	2015	2015
Preventive Services				
Pap smear in the past 3 yrs (women 18-65 yrs)	84.4%	84.2%	85.9%	83.1%
Mammogram in the past 2 yrs (women 50-74 yrs)	77.3%	77.6%	76.5%	74.4%
Flu shot in the past year (18+ yrs)	40.1%	30.3%	36.4%	41.8%
Flu shot in the past year (65+ yrs)	69.0%	62.1%	63.0%	69.3%
Pneumonia vaccination, ever (65+ yrs)	62.0%	51.1%	60.9%	62.4%
Health Behaviors				
Binge drink	15.9%	13.8%	17.6%	16.4%
Smoke cigarettes	13.3%	13.0%	13.6%	14.8%
Eat 5+ servings fruits/vegetables a day	14.7%	9.6%	11.9%	14.8%
Drink at least one soda or sweetened beverage a day	31.4%	41.9%	40.3%	30.1%
Meet recommended physical activity a week (Aerobic)	65.1%	63.8%	63.6%	63.1%
Meet recommended physical activity a week (Aerobic & Strengthening)	34.1%	30.3%	34.3%	32.1%
Physically inactive	10.9%	10.0%	11.5%	12.2%

Preventive Services

- Percent of Adults (18+ years old) who reported having a flu shot or pneumonia vaccination in the past 12 months was consistently lower in SPA 6 (30.3%) compared to other areas for each time period.
- Within SPA 6, the South (24.2%) and Southwest (28.7%) districts were lowest.
- Percent of adults (65+ years old) who reported having a pneumonia vaccination in the past 12 months was lowest in SPA 6 (51.1%).
- Within SPA 6 the Southwest district was lowest (45.4%).

Health Behaviors

- Percent of adults (18+ years old) who reported eating 5+ servings of fruits/vegetables a day was lowest in SPA 6 (9.6%).
- Within SPA 6, the Southeast district was lowest (5.1%).
- Percent of adults (18+ years old) who reported drinking at least one soda or sweetened beverage a day was highest in SPA 6 (41.9%) and SPA 7 (40.3%).
- Within SPA 6 and SPA 7, the Compton (45.9%) and East LA (54.6%) districts were highest.

[1] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.

What the Data Says – Summary of Some Key Findings

Health Indicators Adults (2015 [1])
Preventive Services and Health Behaviors

Table A7. Health Indicators for Adults (18+ years old) in Los Angeles County Los Angeles County Health Survey 2015.	L.A.	SPA 6	SPA 7	SPA 8
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Preventive Services				
Pap smear in the past 3 yrs (women 18-65 yrs)	84.4%	84.2%	85.9%	83.1%
Mammogram in the past 2 yrs (women 50-74 yrs)	77.3%	77.6%	76.5%	74.4%
Flu shot in the past year (18+ yrs)	40.1%	30.3%	36.4%	41.8%
Flu shot in the past year (65+ yrs)	69.0%	62.1%	63.0%	69.3%
Pneumonia vaccination, ever (65+ yrs)	62.0%	51.1%	60.9%	62.4%
Health Behaviors				
Binge drink	15.9%	13.8%	17.6%	16.4%
Smoke cigarettes	13.3%	13.0%	13.6%	14.8%
Eat 5+ servings fruits/vegetables a day	14.7%	9.6%	11.9%	14.8%
Drink at least one soda or sweetened beverage a day	31.4%	41.9%	40.3%	30.1%
Meet recommended physical activity a week (Aerobic)	65.1%	63.8%	63.6%	63.1%
Meet recommended physical activity a week (Aerobic & Strengthening)	34.1%	30.3%	34.3%	32.1%
Physically inactive	10.9%	10.0%	11.5%	12.2%

Preventive Services

- Percent of Adults (18+ years old) who reported having a flu shot or pneumonia vaccination in the past 12 months was consistently lower in SPA 6 (30.3%) compared to other areas for each time period.
- Within SPA 6, the South (24.2%) and Southwest (28.7%) districts were lowest.
- Percent of adults (65+ years old) who reported having a pneumonia vaccination in the past 12 months was lowest in SPA 6 (51.1%).
- Within SPA 6 the Southwest district was lowest (45.4%).

Health Behaviors

- Percent of adults (18+ years old) who reported eating 5+ servings of fruits/vegetables a day was lowest in SPA 6 (9.6%).
- Within SPA 6, the Southeast district was lowest (5.1%).
- Percent of adults (18+ years old) who reported drinking at least one soda or sweetened beverage a day was highest in SPA 6 (41.9%) and SPA 7 (40.3%).
- Within SPA 6 and SPA 7, the Compton (45.9%) and East LA (54.6%) districts were highest.

Chronic Conditions

- Compared to LA County (23.5%), the reported percentages of adults (18+ years old) who are obese were higher in SPA's 6, 7 and 8 (34.1%, 28% and 24.1%, respectively)—For SPA's 6 and 7, the trend has remained consistent over the years.
- Within SPA 6, the Compton district was highest (39.0%).

[1] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.

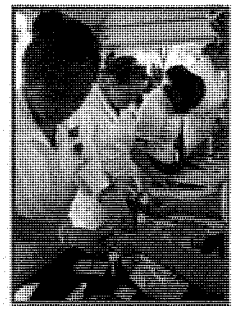
What the Data Says – Summary of Some Key Findings

Health Indicators Adults (2015 [1])
Chronic Conditions and Communicable Diseases

Table A10. Health Indicators for Adults (18+ years old) in Los Angeles County Los Angeles County Health Survey 2015.				
	L.A.	SPA 6	SPA 7	SPA 8
	2015	2015	2015	2015
Chronic Conditions/Outcomes				
Obese	23.5%	34.1%	28.0%	24.1%
Overweight	35.9%	33.4%	39.1%	37.2%
Diabetes (ever diagnosed)	9.8%	12.3%	11.2%	10.4%
Hypertension (ever diagnosed)	23.5%	24.5%	22.8%	23.1%
High cholesterol (ever diagnosed)	25.2%	22.2%	27.6%	26.5%
Depression (ever diagnosed)	13.0%	11.9%	12.6%	13.1%

Chronic Conditions

- Compared to LA County (23.5%), the reported percentages of adults (18+ years old) who are obese were higher in SPA's 6, 7 and 8 (34.1%, 28% and 24.1%, respectively)—For SPA's 6 and 7, the trend has remained consistent over the years.
- Within SPA 6, the Compton district was highest (39.0%).



[1] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.

What the Data Says – Summary of Some Key Findings

Health Indicators Children (2015 [1])
Environment, TV Viewing, Breastfeeding, Child Care, Health Status, and Health Insurance

Table C1. Health Indicators for Children (0-17 years old) in Los Angeles County Los Angeles County Health Survey 2015.				
	L.A.	SPA 6	SPA 7	SPA 8
	2015	2015	2015	2015
Environment				
Easy access to park or playground (1-17 yrs)	86.8%	78.5%	90.8%	87.7%
TV Viewing				
Watch any TV (6-23 months)	58.9%	49.6%	66.2%	64.8%
Watch 3+ hours of TV (2-17 yrs)	20.2%	25.9%	20.4%	24.4%
Breastfeeding				
Initiation (0-5 yrs)	93.1%	88.2%	93.5%	89.0%
At least 6 months (6 months-5 yrs)	49.7%	44.7%	45.0%	52.4%
Child Care				
Difficulty finding child care (0-5 yrs)	31.6%	43.1%	26.7%	26.8%
Health Status				
Fair/poor health	6.5%	8.9%	7.5%	6.7%
Special health care needs	14.5%	12.5%	13.4%	18.4%
Health Insurance				
Medi-Cal	54.0%	-	-	-
Covered California	1.1%	-	-	-
Private	40.7%	16.3%	34.8%	42.8%
Public	-	80.7%	62.1%	53.9%
No Insurance	3.4%	3.0%*	3.1%*	3.3%
Healthy Kids	0.3%*	-	-	-
California Kids	0.2%	-	-	-

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.

Environment

- Percent of children (1-17 years old) who have easy access to a park or playground was lowest in SPA 6 (78.5%)—The highly disproportionate trend has remained consistent over the years.
- Within SPA 6, the South (74.1%) and Southwest (74.6%) districts were lowest.

Breastfeeding

- Percent of children (0-5 years old) who were breastfed by their biological mothers for at least 6 months was lowest in SPA 6 (88.2%).
- Within SPA 6, the Compton district was lowest (81.1%).

Childcare

- Percent of children (0-5 years old) whose primary caretaker reported it is very or somewhat difficult to find childcare on a regular basis (excluding those who reported they do not need childcare) was highest in SPA 6 (43.1%).
- Within SPA 6, the Compton district was lowest (31.7%).

[1] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.

What the Data Says – Summary of Some Key Findings

Health Indicators Children (2015 [1])
Dental Insurance, Access to Care, Health Behaviors, Reproductive Health and Infant Deaths

Table C4. Health Indicators for Children (0-17 years old) in Los Angeles County Los Angeles County Health Survey 2015.	L.A.	SPA 6	SPA 7	SPA 8
	2015	2015	2015	2015/2013[2]
Access to Care				
No regular source of health care	5.7%	4.2%	6.4%*	3.3%
Difficulty accessing medical care	11.0%	15.0%	9.5%	7.0%
Did not obtain dental care because could not afford it (past yr)	11.5%	10.4%	11.5%	11.9%
Health Behaviors				
Family eat meals together every day	62.1%	65.7%	64.1%	64.5%
Drink at least one soda or sugar sweetened beverage a day	39.2%	51.6%	45.3%	41.3%
Meet recommended physical activity (6-17 yrs)	28.5%	28.1%	31.2%	28.7%
Reproductive Health[2]				
Rate of births (per 1,000 live births) to teens ages 15-19 yrs	22.8	44.3	23.8	19.2
Low weight (<2,500 grams) births (per 100 live births)	4.0%	8.4%	6.5%	7.3%
Low weight (<2,500 grams) African American births (per 100 live births)	12.1%	13.3%	10.3%	11.3%
Infant Deaths[2]				
Death rate < 365 days	4.4	6.4	3.9	4.1

* Indicates that the indicator is statistically unstable due to the small sample size or unavailable.

Access to Care

- Percent of children (0-17 years old) whose primary caretaker reported difficulty accessing medical care was highest in SPA 6 (15.0%).
- Within SPA 6, the South district was highest (16.5%).

Health Behaviors

- Percent of children who drink one or more sugar-sweetened beverage a day was highest in SPA 6 (51.6%)
- Within SPA 6, the Compton district was highest (54.2%).

[1] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.
[2] Los Angeles County, Department of Public Health, Maternal, Child, and Adolescent Health Programs. Perinatal Health Indicators Los Angeles County 2013.

What the Data Says – Summary of Some Key Findings

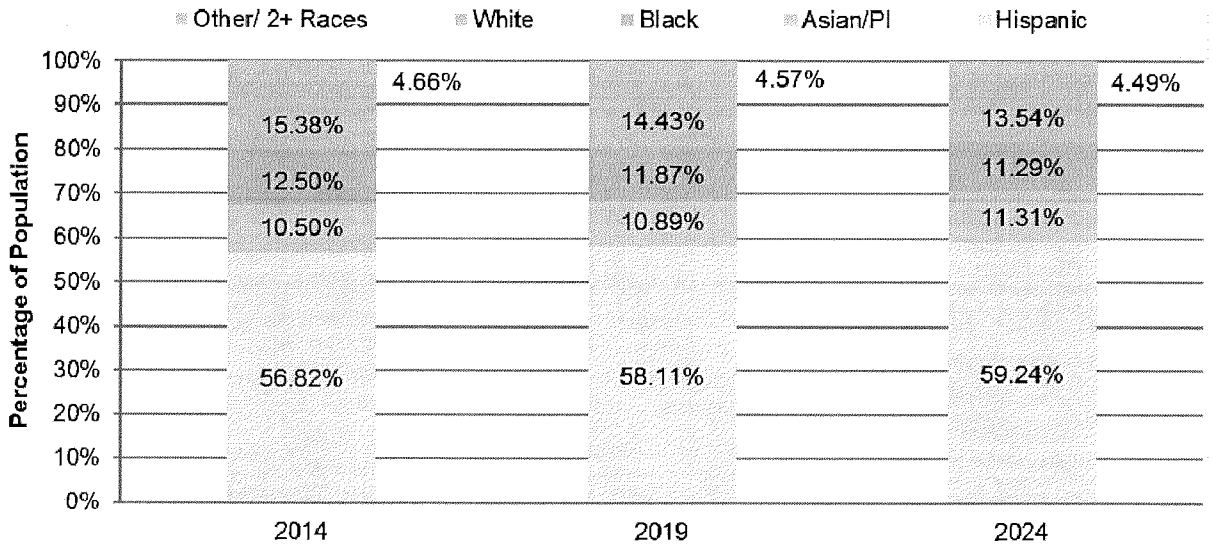
Health Indicators Children (2015 [1])
Respiratory Disease and Chronic Conditions

Table C7. Health Indicators for Children (0-17 years old) in Los Angeles County Los Angeles County Health Survey 2015.	L.A.	SPA 6	SPA 7	SPA 8
	2015	2015	2015	2015
Respiratory Disease				
0-17 years with current asthma	7.4%	7.8%	9.8%	6.3%
Chronic Conditions				
Children in grades 5, 7, & 9 who are obese (BMI above the 95th percentile)[2]	21.2%	-	-	-

[1] Los Angeles County Department of Public Health, Office of Planning, Evaluation, and Development. Community Health Assessment 2015; March 2015.
[2] California Department of Education, Data Reporting Office, DataQuest. http://data1.cde.ca.gov/dataquest/dataquest.asp

Demographic Projections [1]

Fig. P5. Racial Composition in SPAs 6,7,8



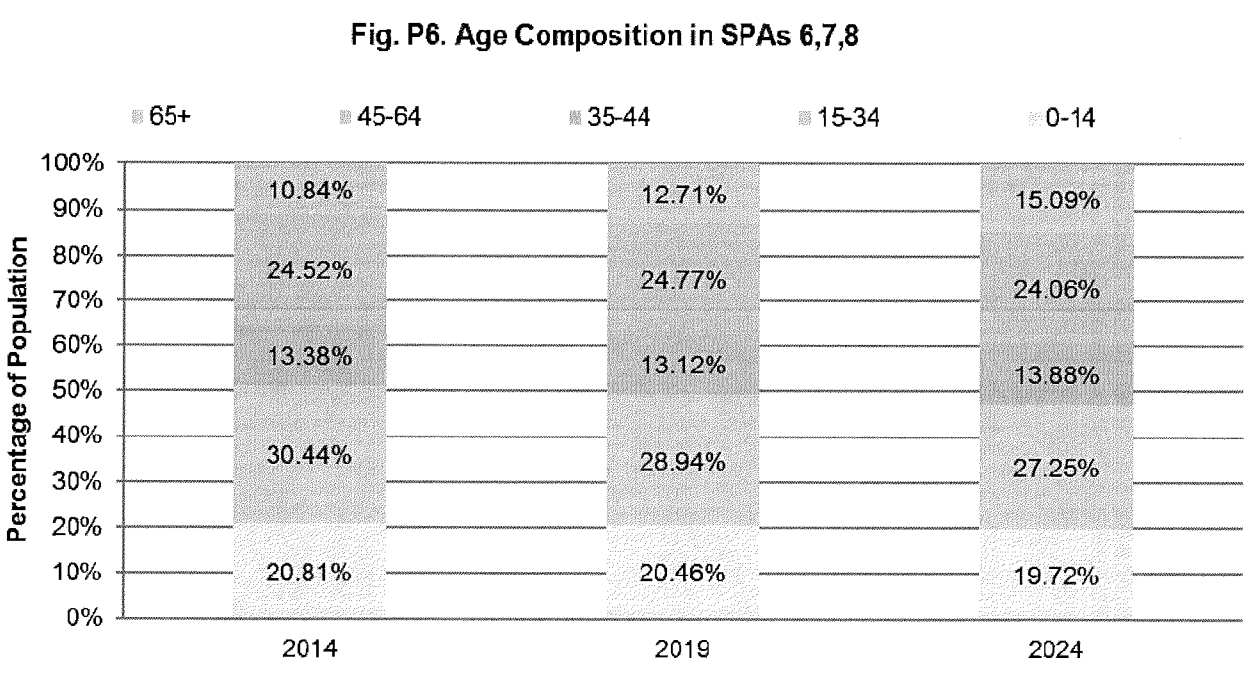
Population Growth by Race and SFMC Area (Fig. P5)

- In the SFMC service area overall, Latino and Asian/PI populations show gradual increase, while white and African American populations show gradual decrease.
- Latinos population will remain the overwhelming majority, comprising 59% of the SFMC area population.
- The Asian/PI population is projected to have overtaken the African American population slightly by 2024 in the SFMC area.
- As Spanish and Asian-language speaking households tend to have relatively high rates of linguistic isolation, efforts should be made to enhance outreach capacity appropriately.

[1] U.S. Census Bureau, American Community Survey 2014, Public Use Microdata Sample
These projections are 5 year estimates from July 1, 2014 to July 1, 2019 and from July 1, 2019 to July 1, 2024

What the Data Says – Summary of Some Key Findings

Demographic Projections [1]



Population Growth by Age and SFMC Area (Fig. P6)

- In the SFMC service area overall, 0-14 and 15-34 age groups show a gradual decrease.
- The 35-44 age group shows a decrease by 2019, but increases again by 2024.
- The 45-64 age group shows a slight increase by 2019, but then decreases by 2024.
- The 65+ population is projected to grow significantly by 2024 to comprise 15% of the SFMC area population.

[1] U.S. Census Bureau, American Community Survey 2014, Public Use Microdata Sample
These projections are 5 year estimates from July 1, 2014 to July 1, 2019 and from July 1, 2019 to July 1, 2024

Primary Health Concerns—What Our Focus Groups Say

According to Beneficiary focus group participants, among their communities' primary health issues are:

- Homelessness
- Alzheimer's
- Diabetes (adults and children)
- Obesity
- High blood pressure
- High cholesterol
- Allergies/ influenza

Issues that negatively impact health and wellness in their communities:

- Lack of education about healthy living/ eating
- Low incomes/ lack of affordable healthy foods
- Parents lack resources to ensure healthier food options in schools
- Parents busy schedules between work and volunteering at schools
- Inadequate communication from schools
- Inability to navigate information about available services
- Lack of trust for medical/social service establishment and mishandling of social service case files
- Discrimination/ arbitrarily abusive treatment by staff and cancellation of benefits
- Lengthy wait times for appointments and ER visits
- Lack of cultural/ local community experiences among providers and outreach workers
- Lack of free and affordable health benefits
- Air pollution from freeways and environmental waste from industrial facilities

Community resources highlighted as important to health/wellness:

- Community fitness/ wellness programs (adults and children)
- Access to produce gardens
- Healthy food options in grocery stores and schools
- Having health insurance coverage
- St. Francis Health Benefits Resource Center
- Spanish-speaking doctors
- Wider pool of Medi-Cal doctors

Primary Health Concerns—What Our Focus Groups Say, cont.

Beneficiary focus group, cont.

Most effective forms of communication/ trusted venues:

- Face-to-face (especially for undocumented)
- Written correspondence (e.g., flyers with tips and programs distributed in schools and community) – People were mixed on the value of this form of communication
- Television morning shows (e.g., with speakers that address health and wellness topics)
- Awareness day events sponsored by the City
- Kiosks/tents at local parks/ grocery stores (specified Food 4 Less, $.99 stores, and Wallmart for low-income people)
- Recreation and community centers (including senior centers)
- Churches
- Clinics/ Hospitals/ mobile medical units
- Schools (including preschools)
- Libraries
- Community forums

According to Stakeholder and Provider focus group participants, among their communities' primary health issues are:

- Obesity
- Diabetes (adults and children)
- Hypertension
- Mental health and substance abuse (in schools)

Issues that negatively impact health and wellness in their communities:

- Poverty/ insufficient income in general
- Lack of education (general attainment, health/ wellness-related and child welfare laws)
- Lack of affordable housing
- High level of substandard living
- Cycle of violence
- Lack of affordable healthy food options
- Unsafe parks
- Inability to navigate information about available services
- Inability to afford childcare
- Poor quality produce in affordable local supermarkets
- Homelessness and currently sheltered but on the verge of being homeless
- Untreated mental health issues (e.g., among homeless population)
- Technology and regulatory needs related to HIPPA that hinder sharing of information between providers

Primary Health Concerns—What Our Focus Groups Say, cont.

Stakeholder and Provider focus groups, cont.

Disproportionately affected groups:

- African American men
- First generation Latinos
- Homeless (including growing problem of youth)
- Those living in neighborhoods impacted by violence
- LGBTQ population
- Undocumented (including mixed-status families)
- Children in foster care
- Seniors

Community resources highlighted as important to health/ wellness:

- Programs such as Community Health Improvement Plan (CHIP) that address multiple issues
- Parks for exercise and communal planting of healthy foods
- WIC and "CalFresh – Better Food for Better Living" campaign
- WIC Authorized Food List Shopping Guide and vendors, "Can We Help?" brochure
- Watts Healthy Famers' Market (education and Market Match)
- St. Francis collaborations promoting breastfeeding
- St. Francis hospital-based gang intervention
- St. Francis Health Benefits Resource Center
- St Francis, City of Lynwood and coalition of parents
- Parents as Teachers program
- First 5 LA Best Start Communities
- Crystal Stairs
- People Assisting the Homeless for immediate counseling and assessments

Priority Health Needs Identified

Priority Health Needs were identified as follows:

High rates of:

- **Coronary Heart Disease**
- **Stroke**
- **Lung Cancer**
- **Diabetes**
- **Chronic Obstructive Pulmonary Disease (COPD)**
- **Obesity**
- **High Blood Pressure**
- **High Cholesterol**
- **Allergies/Influenza**
- **Homelessness**
- **Mental Health and Substance Abuse in Schools**

Other Findings

Environment and Neighborhood—Adults who perceived their neighborhood is safe from crime was consistently lower in SPA 6 (40.3%) compared to other areas. LA County (84.0%); SPA 7 (85.0%); SPA 8 (87.8%).

Access to Fresh Produce—A much smaller percent of residents in SPA 6 (54.8%) reported that they have easy access to fresh fruits and vegetables compared to LA County (75.0%), SPA 7 (70.8%), and SPA 8 (77.1%).

Health Status—SPA 6 (30.6%) also had a higher percentage of residents who reported fair/poor heath status compared to LA County (21.5%), SPA 7 (22%), and SPA 8 (21%). This pattern has not changed from 2011—2015.

Health Insurance—SPA 6 had the highest percentage of adults who do not have health insurance (17.9%), compared to LA County (11.7%), SPA 7 (11.3%), SPA 8 (9.6%). However, in general, the percent of LA County adults who do not have health insurance decreased noticeably from 2005 (21.8%) to 2015 (11.7%), a 46% decrease, possibly attributable to the Affordable Care Act , with coverage for eligible participants beginning in 2014.

Access to Care—Adults who had difficulty accessing medical care was highest in SPA 6 (32.5%).

Chronic Conditions—Compared to LA County (23.5%), the reported percentages of adults who are obese were higher in SPAs 6, 7, and 8 (34.1%, 28%, and 24.1%, respectively. For SPAs 6 and 7, the trend has remained consistent over the years.

Environment—Percent of children who have easy access to a park of playground was lowest in SPA 6 (78.5%), compared to LA County (86.8%), SPA 7 (90.8%), and SPA 8 (87.7%). The highly disproportionate trend has remained consistent over the years.

Breastfeeding—Percent of children who were breastfed by their biological mothers for at least six months was lowest in SPA 6 (44.7%), compared to LA County (49.7%), SPA 7 (45.0%), and SPA 8 (52.4%).

Childcare—Percent of children whose primary caretaker reported it is very or somewhat difficult to find childcare on a regular basis was highest in SPA 6 (43.1%), compared to LA County (31.6%), SPA 7 (26.7%), and SPA 8 (26.8%).

A copy of St. Francis Medical Center's 2016 Community Health Needs Assessment may be requested by contacting the SFMC Marketing/ Communications office.

Overall Results and Priority Needs

All data showed that the needs of children and families in the SFMC service area are great, and in fact often greater than most segments of Los Angeles County.

The most prominent health care issues and concerns highlighted in the Needs Assessment are that residents in SFMC's service area continue to face significant barriers in accessing needed health care. SFMC has been designated as a Disproportionate Share Hospital because of the high number of patients who are uninsured and underinsured. As previously noted, 76.1% of SFMC's reimbursements for services are derived from Medi-Cal, Medicare, and LA County. In addition, communities within SFMC's service area have been designated as Medically Underserved Areas and Health Profession Shortage Areas by the Federal Government.

Prioritizing Community Health Needs

Based on the collected data and findings from the Community Health Needs Assessment, SFMC's Management Council (the executive leadership team) used the following criteria to help identify the priority health care needs that the hospital will address this year:

- Does the health issue fall within the scope of the hospital's mission?
- What is the hospital's goal/purpose in addressing this need?
- What resources does the medical center have available to address the need? Is there staff currently in place who could develop and implement or continue programs that address the need?
- Who are potential collaborators?
- Are there grant opportunities to help fund programs that address this issue?
- What resources are necessary to sustain the program?

Responses from key focus group participants were also factored into the prioritization of needs as many are actively involved in community wellness and social service programs within SFMC's service area and hold leadership roles in the development and implementation of health improvement initiatives within the South LA region.

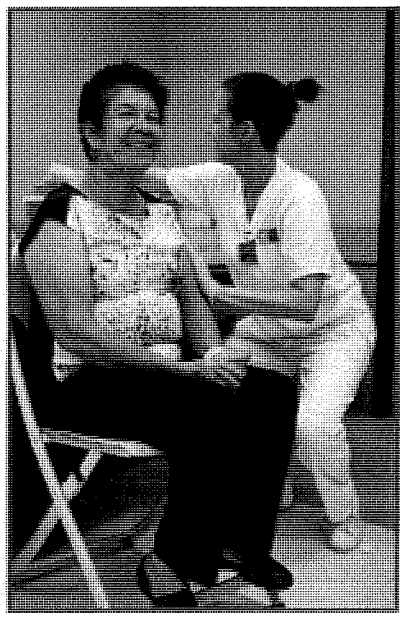
Following the prioritization of health care needs by SFMC's Management Council, the hospital's Community Benefit Plan was developed in conjunction with the medical center's Budgeting and Strategic Planning process. During the annual update of the medical center's strategic plan, data derived from the Community Health Needs Assessment, input gathered informally at community meetings, and the prioritization of needs process was integrated with the external environment analysis and the organizational analysis.

The resulting Community Benefit Plan is integrated into the medical center's long-range planning, as well as program-specific planning.

As highlighted under Our Mission and Vision in the opening pages of this report, St. Francis Medical Center and Verity Health System are committed to providing community benefit through a variety of community-based outreach programs and wellness activities.

"...what is hard for the community is that they want to know how to have access to healthier inexpensive food... make the food affordable for them to be able to eat, to really tackle the challenge of obesity, diabetes, and hypertension."
– Provider focus group participant

Priority Needs Addressed By SFMC



In 2018, SFMC's Community Benefit Plan targets the following priority health care needs:

Access to Care

Coronary Heart Disease

Stroke

Diabetes

Obesity

Low Breastfeeding Rates

Environment and Neighborhood

These issues are addressed through specific hospital services and community outreach programs developed in direct response to current needs.

Many of the priority needs identified this year are among those that SFMC assessed as high priorities in previous years; therefore, the medical center has ongoing programs in place to target these specific health care concerns.

SFMC's 2018 Community Benefit Plan specifies the continuance of many of the programs which have proven successful in reaching SFMC's target populations and improving overall community health and wellness.

Due to limited resources, SFMC is not developing a specific community benefit strategy to address Lung Cancer, Chronic Obstructive Pulmonary Disease (COPD), Sexually Transmitted Diseases, Allergies/Influenza, Homelessness, and Lack of Access to Affordable Childcare; however, some of these issues are addressed indirectly through SFMC's current and planned community benefit programs which promote overall health improvement and wellness. For example, the hospital's Healthy Community Initiatives program coordinates and participates in various community and senior health fairs. Free health screenings, childhood immunizations, and flu shots are provided, along with health education that promotes healthy lifestyles, prevention, and a holistic approach to overall wellness.

SFMC also has strong relationships with public and private agencies

with programs addressing the health needs that are not identified as those that will be addressed by SFMC in 2018. Our Health Benefits Resource Center (HBRC)

provides linkages and referrals to these health and social services. Los Angeles County has a Sexually Transmitted Disease hotline and program for screening and treatment. The County also has resources and referrals for affordable childcare and homeless shelters.

In addition, the HBRC can refer people to physicians specializing in the treatment of lung cancer and COPD, help with making doctor appointments, and provide enrollment assistance into health plans for which they qualify.

The hospital's 2018 Community Benefit Plan outlines the programs developed in direct response to the priority health care needs that SFMC is targeting this year. Some of these programs are continuations of activities established in previous years. To help provide a better understanding of their impact, the most recent outcomes and accomplishments are included in this report.

Programs Targeting Our Community's Priority Health Needs
Access to Affordable Health Care and Health Improvement

Health Benefits Resource Center

The **Health Benefits Resource Center** (HBRC) is a one-stop information and referral service center that links families to essential private and government-sponsored health benefits and social services to promote healthy families, such as Covered California, Medi-Cal, Medicare, Kaiser Child Health Program, Healthy Kids, Medi-Cal Access Program (MAP), and CalFresh (formerly known as the Food Stamp Program). In addition to providing assistance with the application process, HBRC offers ongoing case management and support for families who may experience any type of difficulty related to their enrollment, utilization, retention and/or access to their benefits. The center performs ongoing outreach to educate the community about benefits and safeguards that come with participation in private and government-sponsored programs. HBRC provides a dependable, trusted referral mechanism to social services and resource agencies for individuals, families, schools, churches and community-based organizations.

On site collaboration with the LA County Department of Public Social Services enables SFMC to support eligible clients through the enrollment process into the Medi-Cal and CalFresh programs.

HBRC enrollment specialists are bilingual and culturally sensitive to both the English- and Spanish -speaking populations. They work one-on-one with families to establish a trusting relationship and to provide a safe and supportive environment. To reach more residents, HBRC provides an Emergency Department-based enrollment specialist who can respond to Emergency patients at the bedside. HBRC also partners with the LA County Office of Education and coordinates informational sessions at LA County schools for faculty, staff, and parents to increase awareness of HBRC's services.

Collaborative Partners:

Los Angeles Department of Public Social Services; Los Angeles County Department of Public Health; Covered California; L.A. Care; Cal MediConnect; Catholic Charities; Lynwood, Compton, Montebello, El Rancho, and Whittier/Los Nietos Unified School Districts; Health Care Options; Kaiser Child Health Program; St. Francis Medical Center affiliated physicians; AppleCare and OmniCare Medical Groups; Los Angeles County Office of Education; Women, Infant and Children (WIC); Medi-Cal Access Program; Consulado Sobre Ruedas Outreach.

Health Benefits Resource Center
Goals and Fiscal Year 2017 Outcomes

Health Access Activities: Increase access to health care by linking families to medical coverage offered by government-sponsored programs and/or private agencies.

Activity	FY2017 Total	FY2017 Goal	FY2016 Total
One-on-one Health Eligibility Screenings completed.	4,518	4,500	4,638
New Applications			
New health-related applications for medical coverage completed and submitted to designated health program administrator. Note: FY2017 goal was decreased to accommodate the transition period to outsourced services. In FY2018, services were brought back under SFMC operations.	2,280	800	2,557
Total number of family members included under the new applications submitted.	3,208	*	3,435
Re-certifications			
Re-certification applications completed and submitted to designated health program administrator.	866	440	675
Total number of family members included under the re-certification applications submitted.*	2,230	*	1,630

CalFresh Program Access Activities: Increase access to nutritious food and decrease hunger by linking families to the CalFresh Program (formerly known as the Food Stamp Program) offered by the Department of Public Social Services (DPSS).

Activity	FY2017 Total	FY2017 Goal	FY2016 Total
Number of individuals educated on the benefits of the CalFresh program.	3,031	2,400	
Number of individuals enrolled into the CalFresh program.	1,006	600	1,401

Activity	FY2017 Total	FY2017 Goal	FY2016 Total
One-on-one CalFresh Eligibility Screenings with families completed.	774	850	940
New Applications			
New CalFresh applications for CalFresh benefits completed and submitted to designated program administrator	416	500	588
Total number of family members included under the new CalFresh applications submitted.	1,006	*	1,401
Re-certifications			
Re-certification applications for CalFresh completed and submitted to designated program administrator	229	150	232
Total number of family members included under the re-certification applications submitted.	557	*	536

*The number of family members assisted under a single enrollment application cannot be estimated in advance, so no FY2017 was target established.

Health Benefits Resource Center
Goals and Fiscal Year 2017 Outcomes, cont.

Physician and Managed Care Activities: Increase access to health care by linking families to primary care physicians, managed health plans and health care choice change by assisting families in finding and/or referring to a Medical Home or Physician/Provider for their medical needs. Increase access to health care by linking families to medical coverage offered by government-sponsored programs and/or private agencies.

Activity	FY2017 Total	FY2017 Goal*	FY2016 Total
Medi-Cal Managed Care			
Medi-Cal Managed Care applications completed.	194		222
Total number of family members covered by the Medi-Cal Managed Care applications completed.	310		314
Medi-Cal Managed Care change completed.	51		185
Change of Health Care Plan			
Health care choice change completed.	7		13
Physician Referral			
New physician referrals completed.	258		617**
Change of physician – referrals completed.	51		

Health Enrollment and Utilizations Intervention Activities: Increase access to health care by providing ongoing case management and support for families who may experience any type of difficulty related to their enrollment, utilization and/or access to their benefits.

Activity	FY2017 Total	FY2017 Goal*	FY2016 Total
Health Education – Direct services completed.	5,613		5,480
Health Education - Community referrals completed.	706		1,210
Legal Services – Education and referrals completed.	6		187
Miscellaneous referrals completed.	975		834

Social Services Resources, Health Education, and Community Referrals Activities: As part of the one-stop wrap-around model, offer information about available programs and/or resources families may be eligible for with focus on meeting the family's request and/or need. Increase access by providing a dependable, trusted referral mechanism for social service agencies, schools, churches and community-based organizations.

Activity	FY2017 Total	FY2017 Goal*	FY2016 Total
Social service interventions and referrals provided at time of Health Enrollment services	25		16
Social service interventions and referrals provided at time of Health Utilization services	1,419		1,254

*FY2017 goals not available during the period of Dec. 2016-June 2017 when HBRC transitioned to outside services.
**FY16 total included new referrals and change of physician referral.

Health Benefits Resource Center
Goals and Fiscal Year 2017 Outcomes, cont.

Community Outreach Activities: Increase access to health care by providing outreach education about programs and services available to the community and linking families to medical coverage offered by government sponsored programs and/or private agencies.

Activity	FY2017 Total	FY2017 Goal*	FY2016 Total
Community outreach events attended	20		127
School-based events attended	17		21
Individuals educated	4,566		3,451

St. Francis and HBRC Calls Activities: The HBRC staff is trained to provide information to callers regarding programs and services, educational events and other hospital events that are available to the community, as well as schedule appointments for HBRC and/or register individuals for programs and events that foster health and wellness throughout the Southeast Los Angeles community.

Activity	FY2017 Total	FY2017 Goal	FY2016 Total
HBRC incoming calls answered and assessed Note: No target number of calls is set; however, the goal is to answer 100% of calls. During HBRC's designated office of operations, Monday-Friday from 8:30 am – 5:00 pm, 100% of calls were answered and callers assisted.	10,767		13,534
Class Registrations completed Note: In FY2017, class registration transitioned back to the departments offering the class.	22		480

Medi-Cal and CalFresh Approval Rate Activities: Increase access to health and nutritional programs by helping to ensure applications are completed fully and accurately.

Activity	FY2017 Total	FY2017 Goal	FY2016 Total	Notes
Medi-Cal application approval rate	97%	95%	97%	HBRC was able to exceed the goal for approval rate of applications. This is due to current internal processes in place and partnership with Dept. of Public Social Services Staff
CalFresh application approval rate	88%	85%	89%	HBRC was able to exceed the goal for approval rate of applications. This is due to current internal processes in place and partnership with Dept. of Public Social Services Staff

*FY2017 goals not available during the period of Dec. 2016-June 2017 when HBRC transitioned to outside services.

Health Benefits Resource Center
Goals and Fiscal Year 2017 Outcomes, cont.

Schools Outreach and Activities: Provide families with children attending area schools an option to explore health care coverage, the CalFresh Program and/or other services provided by the Health Benefits Resource Center.

Activity	FY2017 Total	FY2017 Goal*	FY2016 Total
School events attended	17		5
Parent meetings attended	1		4
Individuals educated on HBRC programs and services	3,001		400

St. Francis Medical Center Health Benefits Resource Center Special Assistance through the Philanthropic Fund of the SFMC Foundation: Provide assistance to clients who meet the eligibility criteria and have no means/monies to purchase prescription drugs or food.

Item	FY2017 Total	FY2017 Goal**	FY2016 Total
Food vouchers distributed	6		35
Prescription Vouchers Distributed Note: This service discontinued.	1		6
Total Cases	7		41
Total Persons served	8		105
Total Dollar Amount	$635		$2,703.35

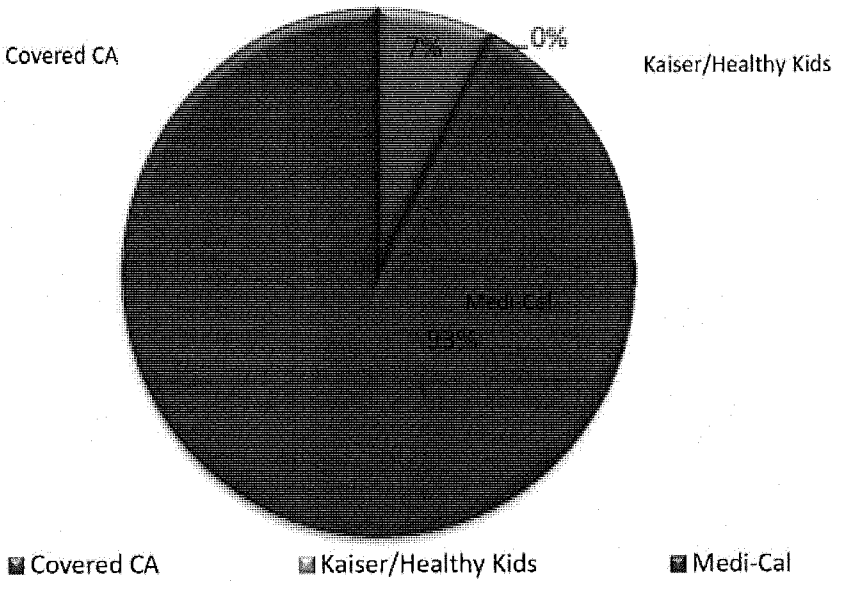
St. Francis Medical Center Health Benefits Resource Center FAME - Taxi and Tokens Activities: The Immediate Needs Transportation Program (INTP) provides subsidized taxi service and/or transit subsidy for Los Angeles County residents with limited resources who have a transportation need and no other resources to meet the need.

Item	FY2017 Total	FY2017 Goal**	FY2016 Total
Taxi Vouchers Distributed	221		229
Transit Tokens Distributed	378		943
Dollar amount	$4,192		$5,023
Monthly average of persons assisted with FAME Discontinued	20		30

*FY2017 goals not available during the period of Dec. 2016-June 2017 when HBRC transitioned to outside services.
**No FY2017 goal established. Service provided as determined by the needs of the client.

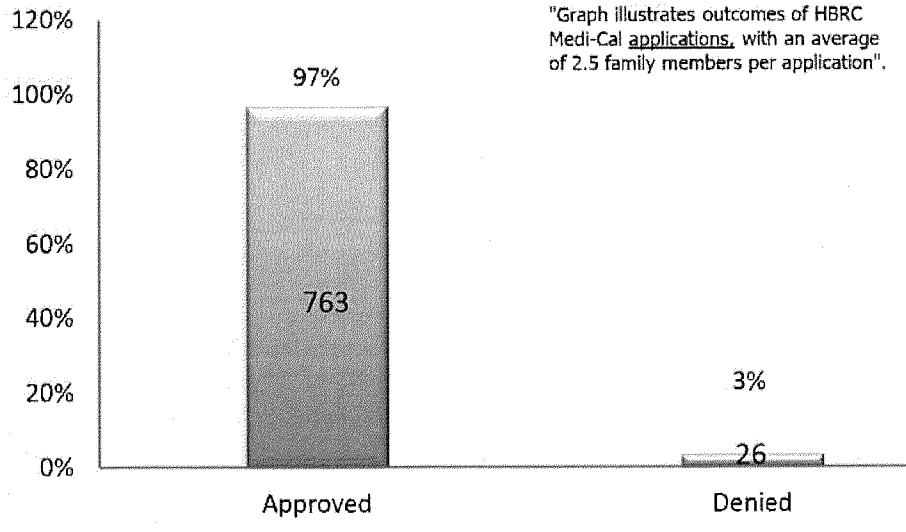
Health Benefits Resource Center
Fiscal Year 2017 Key Highlights

Individuals Enrolled into Health Benefits July 2016 – June 2017



A total of 3,208 individuals have applied to health programs in FY2017. Medi-Cal comprises a large percentage of enrollments, with 2,975 people enrolled within the fiscal year.

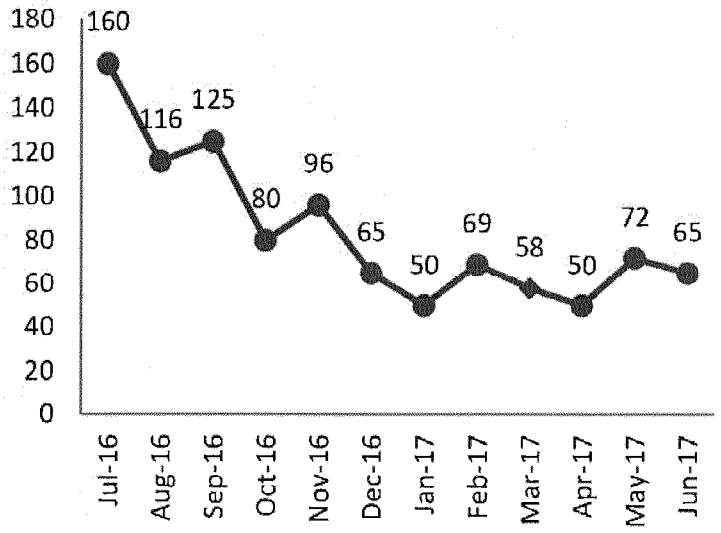
DPSS Medi-Cal Approved and Denied Applications – Disposition of Accounts Processed July 2016–June 2017



Internal quality improvement plans and the strong partnership with L.A. County DPSS District 16 contribute to the excellent approval outcomes. SFMC-HBRC results are higher when compared to L.A. County Medi-Cal approval rate of 64.5%. (County of Los Angeles Department of Social Services, December 2015).

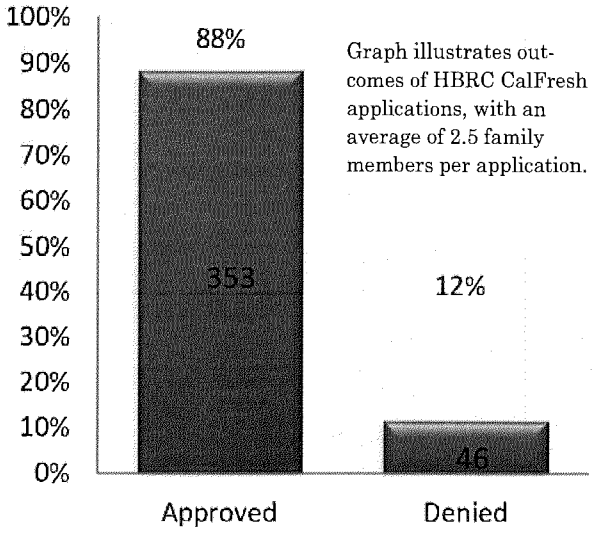
Health Benefits Resource Center
Fiscal Year 2017 Key Highlights, cont.

Individuals Enrolled into CalFresh Program July 2016–June 2017



A total of 1,006 individuals enrolled for CalFresh in FY2017.

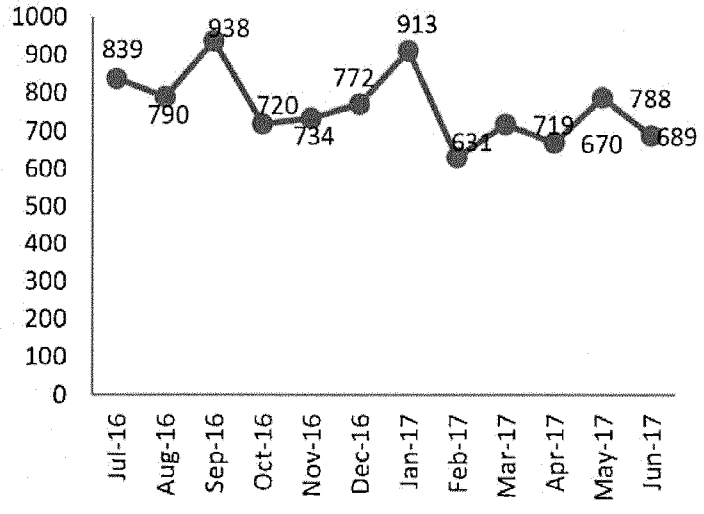
CalFresh Program Approved and Denied Disposition of Accounts Processed July 2016–June 2017



Graph illustrates outcomes of HBRC CalFresh applications, with an average of 2.5 family members per application.

Internal quality improvement plans contribute to the excellent approval outcomes. SFMC-HBRC results are higher when compared to L.A. County CalFresh approval rate of 61.4%. (County of Los Angeles Department of Social Services, December 2015).

Monthly HBRC Daily Activity (family encounters/foot traffic) July 2015–June 2016



The current economy has forced families to seek programs such as CalFresh. 9,203 people came into HBRC (foot traffic) for various programs offered through SFMC-HBRC.

Covered California

As part of St. Francis Medical Center's efforts to improve health care access, the St. Francis Medical Center Foundation applied for and received a grant from **Covered California**, the state's health insurance marketplace, on behalf of the Daughters of Charity Health System (DCHS)* in July 2013. The grant enabled St. Francis Medical Center to work collaboratively with Covered California to provide culturally and linguistically relevant outreach to millions of Californians who became newly-eligible for health insurance under the Affordable Care Act. St. Francis Medical Center was one of the first 48 organizations to receive this funding.

St. Francis Medical Center's outreach efforts were part of an integrated program with member hospitals of DCHS. The system-wide project known as *HealthFirst!* partnered St. Francis Medical Center, St. Vincent Medical Center, O'Connor Hospital, Seton Medical Center, and Saint Louise Regional Hospital to reach more than 99,000 individuals in Los Angeles, San Mateo and Santa Clara Counties during the July 1, 2013 through December 2014 grant period.

HealthFirst! utilized the best-practice model of each hospital's Health Benefits Resource Center (HBRC) to deliver information on California's new health benefit exchange to their communities. Using certified, trained Promotoras, or Community Health Educators, who were from the local area and had a connection to residents, the program reached out to individuals and families through their work, faith-based organizations, schools, community meetings and events, and popular locations for shopping and recreation. Certified staff provided and continue to provide outreach and education to individuals.

Through this collaboration with Covered California, St. Francis Medical Center has increased the number of residents with health insurance, with the goal of improving the quality of health care, reducing health care coverage costs, and ensuring the region's diverse community has fair and equal access to quality health coverage.

In an underserved community where many people face significant challenges, including limited English proficiency and lack of health insurance coverage or loss of coverage due to loss of work, this grant gave SFMC the opportunity to reach out to these individuals and include them in the important health care conversation that helped to lead them to make an informed health plan choice for themselves and their family.

To provide eligible individuals with a full continuum of support, SFMC's Health Benefits Resource Center applied for and was approved as a Covered California Certified Enrollment Entity. The certification enabled HBRC staff to undergo specialized training to become Certified Enrollment Counselors. Through our participation with Covered California, our Certified Enrollment Counselors have been able to link more individuals and families to expanded health and social service resources.

Special Recognition

In our first year, Covered California executive director Peter Lee recognized SFMC as one of Covered Californania's best collaborators at its March 13, 2014 Olvera Street Community Rally to encourage enrollment.

In May 2014 at the Covered CA regional meeting hosted at SFMC, the office of California Assembly Member Anthony Rendon presented a Certificate of Recognition to St. Francis Medical Center and the hospital's Health Benefits Resource Center for contributing to the success of Covered CA's outreach, education, and enrollment.

Following the conclusion of the initial grant in December 2014, SFMC was awarded a new Navigator Grant through Covered California for the period of October 2014 through June 2015 to facilitate health benefit enrollment in year 2 of the Affordable Care Act. In July 2015, SFMC was again selected as a grant partner for the period of August 1, 2015 through July 30, 2016. The grant supported our efforts through the Health Benefits Resource Center to provide

*Formerly a member of the Daughters of Charity Health System, SFMC became a part of Verity Health System in December 2015.

Covered California, cont.

assistance with new applications and renewals to Covered California as well as outreach, utilization, and retention.

St. Francis Medical Center continues its collaboration with the state's health benefit exchange. As the hospital's grant funding for the period of September 1, 2016 through August 31, 2017, concluded, Covered California again renewed its grant to the St. Francis Medical Center Foundation. This enables our Certified Enrollment Counselors to extend ongoing outreach, education, and enrollment assistance to individuals eligible for health insurance under the Affordable Care Act for the term of September 1, 2017 through August 31, 2018.

Collaborative Partners:

Covered California

Covered California Fiscal Year 2017 Outcomes

Covered California Activity	Grant Period Total* 9/1/16 – 8/31/17	Goal for Grant Period (9/1/16 – 8/31/17)
Number of consumers enrolled or renewed into a Covered California Health Insurance Plan	410	375

FY2017 Activity	FY2017 Total*	FY2016 Grant Period Total
New member enrollments	233	291
Renewals	293	235
Post-enrollment Interventions/assistance	0	0
Utilization Intervention	322	399
Outreach Events	21	137
Outreach Inquiries	396	1,924
Outreach Education	1,900	4,081
One-on-One Education	1,010	901

*Grant period is 9/1/16 - 8/31/17. Fiscal year 2017 is 7/1/16 - 6/30/17.

Welcome Baby

Initiated through a grant from First 5 LA in 2013, **Welcome Baby** is a key component of a multi-faceted approach to providing primary health prevention, parent education, and linkage to social services for St. Francis Medical Center's maternity patients.

Welcome Baby offers personalized prenatal, post-partum, and hospital visits with a professionally trained Parent Coach, from pregnancy through the baby's first 9 months for families living within First 5 LA's Best Start Communities. Families residing outside of the Best Start Communities are eligible for the Welcome Baby hospital visit and up to three additional home visits, if needed.

Available at no cost to all maternity patients, the Welcome Baby continuum of care also includes breast-feeding support from Welcome Baby staff (who are all Certified Lactation Educators), referrals to community resources, and an in-home visit by a registered nurse within the first week following mom and baby's discharge from the hospital.

Welcome Baby addresses the First 5 LA goal areas: 1) That children maintain a healthy weight; 2) That children are safe from abuse and neglect; and 3) That children are ready for kindergarten. First 5 LA and partner hospitals work together to reach these goals by focusing on health and wellness before a baby's birth and continuing through a child's first critical months.

Using Parent Coaches, Welcome Baby addresses prenatal testing, home planning/safety, labor signs, breastfeeding, depression screening, family nutrition, observation for jaundice and hydration, infant assessments, and growth and development milestones. Through both prenatal and postpartum hospital and home-based visits, Parent Coaches develop a relationship with the families and provide education in a convenient and comfortable setting, and help to ensure parents are connected to appropriate health care services.

St. Francis has partnered with SHIELDS for Families to provide hospital and home-based services to participating Welcome Baby patients. Serving more than 10,000 families each year, SHIELDS is a nonprofit organization with a mission of developing, delivering, and evaluating culturally sensitive, comprehensive service models that empower and advocate for high-risk families in South Los Angeles.

In celebration of St. Francis Medical Center's program achievements in its initial year, First 5 LA hosted an event on Sept. 2, 2014, at the medical center to promote awareness of the Welcome Baby/Intensive Home Visitation program among elected officials and community leaders.

Congresswoman Lucille Roybal-Allard D-Calif (40th CD) and Assemblyman Anthony Rendon (D -Lakewood) were among the program participants.

As a result of the program's ongoing success, St. Francis Medical Center received subsequent grant funding awards from First 5 LA. Its current grant continues through FY 2020.

Welcome Baby regularly collaborates with other SFMC programs and local entities. In May, the Welcome Baby team again participated in the annual Young Parent and Pregnancy Fair at Bateman Hall in Lynwood, sponsored by the Lynwood Unified School District, City of Lynwood, and SFMC. The goal was to help prepare young expectant mothers and fathers for what to expect before, during, and after childbirth, and to provide them with avenues to complete their education. A variety of workshops were offered including Self-esteem and Motivation; Academics and Your Future; Healthy Parenting and Nutrition, Post-Partum, and Breastfeeding taught by the Welcome Baby team; Motivational/ Encouragement/Life Skills as a Father; and My Options Now as a Father (Academics/Job Training/ Work). Approximately 40 vendors also participated to provide additional resources to the young parents and teens.

In FY 2017, Welcome Baby collaborated with the County of Los Angeles Department of Public Health for the period of September 2016 - July 2017 to provide Car Seat Safety Workshops to eligible parents. The monthly classes held in English and Spanish discussed California laws on passenger transportation, how to choose the appropriate car seat for your baby or child, and how to secure your child properly. Upon completing

Welcome Baby, cont.

the workshop, participants were able to receive a child car seat at no cost.

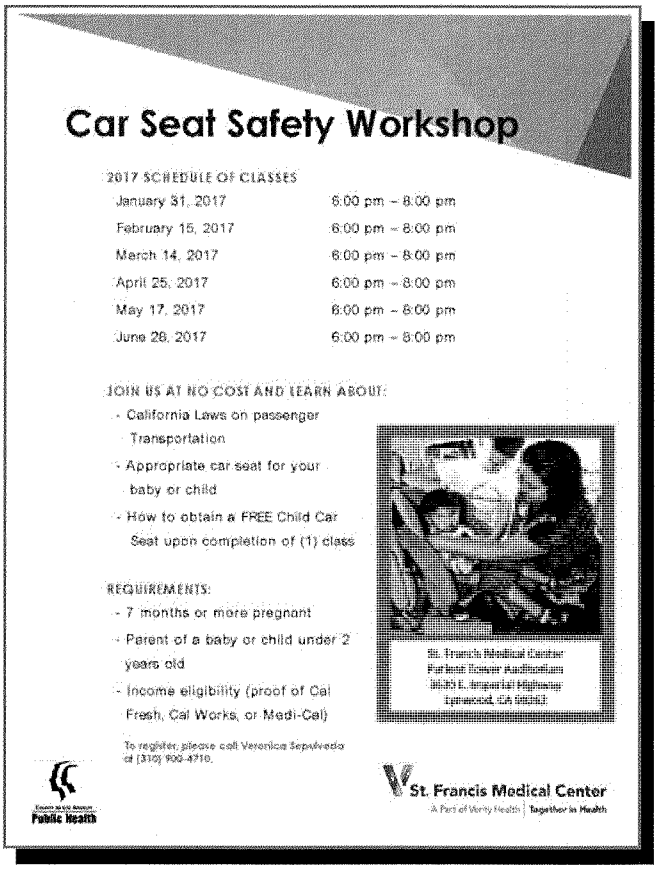
In addition, the Welcome Baby program manager was actively involved in various community groups, serving as a steering committee member for El Nido Community Center in Compton, which offers a teen mom support group; a steering committee member for Service Planning Area 6; a leadership member for Compton/East Compton Best Start Partnership; a regular participant at the LA Care Community Center in Lynwood; a conference planning committee member for the Young Parent and Pregnancy Fair; and a community advisory board member for South LA Health Projects through the Lynwood Unified School District.

In FY 2018, Welcome Baby will continue to collaborate with SFMC and external organizations at hospital-based and community-based events to promote healthy practices from birth to beyond.

Collaborative Partners:

First 5 LA; SHIELDS for Families; SFMC Family Life Center team; LA County Public Health Department Car Passenger Seat Program/Ridley-Thomas District; El Nido Community Center, Compton; Service Planning Area 6; Compton/East Compton Best Start Partnership; LA Care Community Center, Lynwood; Lynwood Unified School District; South LA Health Projects; and City of Lynwood.

Car Seat Safety Workshop	Period Total 9/1/16 – 7/31/17
Number of Participants	221
Number of Car Seats Distributed	183



Welcome Baby
Fiscal Year 2018 Goals and Fiscal Year 2017 Outcomes

Improve access to primary health prevention, parent education, and linkage to social services for St. Francis Medical Center's maternity patients.

Objectives: Provide personalized prenatal, post-partum, and hospital visits with a professionally trained Parent Coach, from pregnancy through the baby's first 9 months for families living within First 5 LA's Best Start Communities.

Provide breastfeeding support by Certified Lactation Educators, referrals to community resources, and an in-home visit by a registered nurse within the first week following mom and baby's discharge from the hospital.

Enhance the parent-child relationship and the health, safety and security of the baby, by providing intervention services immediately before and after birth.

Welcome Baby FY2018 Goals and FY2017 Outcomes	FY2018 Goal	FY17 Actual	FY2017 Goal	FY2016 Goal	FY2016 Actual
Number of moms and families educated about Welcome Baby services and provided opportunity to enroll.	1,500	4,196	1,750	1,500	3,427
Number of moms enrolled in Welcome Baby	2,000	1,182	2,500	2,000	2,415
Of the enrolled participants, complete the following:					
Provide moms with a nurse home visit.	80%	65.5%	80% of moms	80%	67.7%
Ensure parents schedule a pediatric well-baby visit within two weeks of birth.	80%	82%	80% of parents	80%	91.7%
Connect participants to local food resources.	90%	96%	80% of participants	80%	95.2%
Provide participants with a home safety and security screening.	90%	94%	80% of participants	80%	100%
Provide lactation education and support so that moms initiate breast-feeding at the hospital.	80%	90.25%	80% of moms	80%	89.9%
Ensure parents schedule a two-month well-baby visit.	90%	99.5%	80% of parents	80%	98.5%
Connect participants to the First 5 LA Select Home Visitation Program.	30%	35.5%	30% of participants	30%	33.3%
Facilitate medical home link and health care coverage for babies within nine months of birth.	95%	98%	80% of babies	80%	96%

Welcome Baby
Fiscal Year 2017 Outcomes, cont.

Welcome Baby FY16 Year-End Snapshot	FY2017 Outcome	FY2016 Outcome
Special Planning Areas served	South Service Planning Area 6 East Service Planning Area 7	South Service Planning Area 6 East Service Planning Area 7
Best Start Communities served	Central Long Beach; Compton-East Compton; South East LA; Broadway/Manchester; West Athens; and Watts/Willowbrook	Central Long Beach; Compton-East Compton; South East LA; Broadway/Manchester; West Athens; and Watts/Willowbrook
People served Children age 0-5 Parents/Guardians/Pregnant Women	 863 895	 1,102 1,179
Percentage of children served by race/ethnicity Latino/Hispanic Black/African American Other	 85% 10% 5%	 85% 10% 5%
Percentage of parents/guardians/pregnant women served by primary language spoken at home English Spanish	 65% 35%	 60% 40%
Percentage of parents/guardians/pregnant women served by race/ethnicity Latino/Hispanic Black/African American Other	 85% 10% 5%	 85% 10% 5%
Clients served that received home visitation (prenatal, newborn, postnatal) Children age 0-5 Parents/Guardians/Pregnant Women	 713 737	 915 920
Clients referred to regional Select Home Visitation Programs	180	213
Regional Select Home Visitation collaborators	The Children's Institute, South LA Health Projects, Shields for Families (HFA and PAT Programs), LA Child Guidance Center, El Nido Family Center, Richstone Family Center, Human Services Association, Plaza Community Services, and The Whole Child	The Children's Institute, South LA Health Projects, Shields for Families (HFA and PAT Programs), LA Child Guidance Center, El Nido Family Center, Richstone Family Center, Human Services Association, Plaza Community Services, and The Whole Child
Children age 0-5 that received developmental screenings	892	1,091
Parents/Guardians/Pregnant Women who received breastfeeding education and assistance	2,304	1,102
Parents/Guardians/Pregnant Women who received community resource/referrals	1,092	1,121
Parents/Guardians/Pregnant Women who received safety education and injury prevention	1,163	1,179

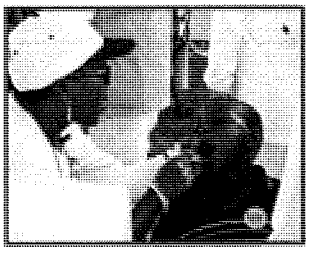
Dental/Oral Care for Special Needs Patients

Dental and Oral Care is available at no cost to individuals who do not have insurance or the financial means to cover the cost of major dental procedures. A key objective of this program is to provide oral and dental care services to patients with special needs -those with physical, medical, developmental, or cognitive conditions.

Studies suggest that oral health may be linked to overall health. Some research suggests that oral health may affect, be affected by, or contribute to conditions such as endocarditis, cardiovascular disease, premature and low birth weight, diabetes, osteoporosis, and other health issues. Through this program, the dental services provided by experienced, compassionate dentists to children and adults with special needs and/or limitations helps to ensure that they receive the treatment they require and the comprehensive benefits good oral care supports.

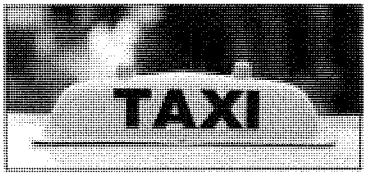
Collaborative Partners:

Faison and Faison Dental; and Jim Mora Count on Me Family Foundation.



Dental and Oral Care Fiscal Year 2017 Outcomes	FY2017 Actual	FY2017 Goal	FY2016 Actual
Number of patients served	5	10	7

Patient Transportation



Patient Transportation is provided to individuals without any means of transportation following discharge, and to parents of infants receiving care in the hospital's Neonatal Intensive Care Unit who do not have a way of traveling to and from the medical center to visit their baby. Transportation is also arranged for individuals receiving inpatient behavioral health services at SFMC who may need transportation for court appearances or following hospital discharge.

The goal is to ensure that 1) patients have safe, reliable transportation upon discharge from the hospital, 2) parents of sick and fragile newborns are able to visit their babies so that they may bond, breastfeed, and promote their child's healing, and 3) Behavioral Health inpatients meet their court appearance requirements.

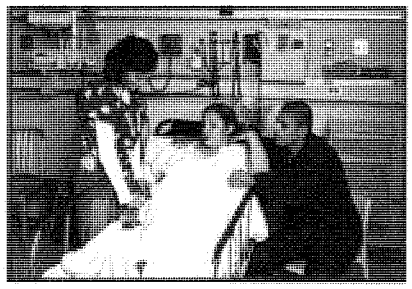
Collaborative Partners:

Administrative Services Coop.

Patient Transportation Fiscal Year 2017 Outcomes	FY2017 Total	FY2017 Goal	FY2016 Actual
Number of patients provided with taxi service	1,687	1,500	1,671
Number of patient provided with bus tokens (Qtrs 3 and 4)*	1,884		2,554

* FY2017 Qtrs 1 and 2 bus tokens are reported under Support Services/Vincentian Fund (page 77) since funding was through philanthropic support. Beginning in quarter 3, funding for bus tokens transitioned to the hospital, and data is reported here.

Charity Care, Unreimbursed Cost of Care, Emergency/Trauma



St. Francis Medical Center also helps to improve access to health care through its commitment to provide **Charity Care** for patients who do not qualify for public health insurance or have the means to afford private insurance. SFMC follows the practices outlined in the Verity Health System Charity Care and Financial Discount Policy.

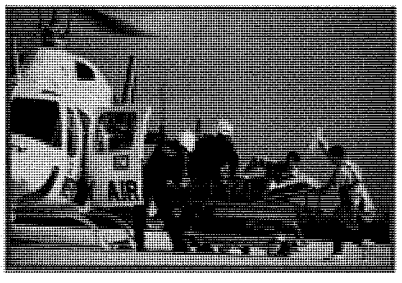
In **Fiscal Year 2017**, SFMC provided **5,880** people with **$7.6 million** in **Charity Care**. The medical center has experienced a decrease in overall Charity Care over the past three years, which coincides with the enactment of the Affordable Care Act (ACA). With the ACA, more people have become eligible for Medi-Cal and health insurance coverage through the state's health benefit exchange, Covered California. SFMC anticipates these lower numbers in our Charity Care community benefit expense in FY 2018 as increased numbers of eligible individuals enroll into Covered California health plans.

St. Francis Medical Center continues to serve a substantial number of patients who are insured through **Medi-Cal**. In FY 2017, SFMC served **128,843** Medi-Cal patients. Reimbursement rates are variable. They are not always paid out on a regular schedule, and at times, they do not cover the full cost of services provided. This year, the Hospital Provider Fee funds helped to cover the unreimbursed cost of Medi-Cal.

Note: The Hospital Provider Fee is crucial to the preservation of California's entire safety net. The program uses fees assessed by the state on hospitals to draw down federal matching funds, which are then issued as supplemental payments to hospitals. The Hospital Provider Fee is an integral element to improving access to health care for some of California's most vulnerable residents.

Source: California Hospital Association

In addition, SFMC subsidizes its **Emergency Department** to help ensure that critical health care is available around the clock to the community. SFMC's Emergency Department, in conjunction with its Trauma Center, is especially crucial to the Southeast Los Angeles area, as Trauma and Emergency Services have closed at many surrounding hospitals within the last decade. The uncompensated costs for direct expenses absorbed by the hospital totaled **$1.9 million** in FY 2017.



SFMC is a designated **Paramedic Base Station**. Its Emergency Department provides the coordination and direction of medical treatment for LA County pre-hospital care providers and first responders, including LA County Fire Departments within the service area.

FY2017 Charity Care, Unreimbursed Cost of Care, and Essential Services Outcomes	FY2017 Total	FY2016 Total
Emergency Department - Number of patients who received care	78,650	78,940
Emergency Department - Number of children treated (subtotal of the number above) 24% of total patients treated in FY2017 were children age 0-17	18,565	18,891
Trauma Center - Number of patients treated	2,403	2,420
Paramedic Runs coordinated (approximately 33 paramedic squads)	18,983	19,828
Family Life Center - Number of Babies Born	4,773	4,955
Neonatal Intensive Care Unit - Number of Babies Cared For in NICU	718	783

Programs Targeting Our Community's Priority Health Needs
High Rates of Heart Disease, Stroke, Diabetes, Obesity

Healthy Community Initiatives

In recent years, particularly in light of growing disparities in health status among various socio-economic and cultural groups, there has been a greater interest in understanding the impact that environment—where we are born, live and work and the conditions that exist there—has on our physical and mental health and life expectancy. Social determinants of health have emerged as arguably some of the most important and powerful factors in determining our susceptibility to chronic conditions and potentially fatal disease. The area served by St. Francis Medical Center has been characterized by poverty, high unemployment, educational deficiencies, high teen pregnancy rates, high rates of crime and violence, a lack of health insurance coverage, and racial and ethnic disparities in health—social factors that have been shown to contribute to poor health outcomes.

Yet the effects of these social factors *can be mitigated*. Healthy Community Initiatives actively seeks to alleviate the social determinants of health that place so many Southeast Los Angeles residents at a distinct disadvantage in terms of achieving and maintaining optimal health and wellness.

Healthy Community Initiatives (HCI) brings health screenings, immunizations, and health education directly to area schools, churches, businesses and community organizations via its HCI nurse/nurse educator and promotoras staff. For individuals and families without access to primary care, HCI provides them with important preventive services and health care resources.

With data showing high incidences of heart disease, stroke, diabetes, obesity, and chronic illness in our service area, HCI health screenings for blood pressure, cholesterol, glucose, body fat (BMI), and height and weight provide the first step in identifying health conditions and linking individuals to essential follow-up care and treatment.

Screenings are integrated with health education, fitness activities, wellness and healthy lifestyle programs, and community collaborations that engage children, adults, and seniors.

In FY2017, funding for some of HCI's collaborative programs drew to a close, including the Choose Health LA Kids (CHLAK)grant and Nutrition Education Obesity Prevention-Los Angeles (NEOP-LA) grant, both awarded by the Los Angeles County Department of Public Health. Following the completion of the grants, several members of the HCI team transitioned to community health positions outside the medical center.

Since then, the remaining HCI program director, school nurse/ nurse educator, and promotora have explored new ways to partner with cities, agencies, and organizations which share the goal of building healthier communities to maximize limited resources. The HCI team became more active in wellness planning within the hospital's service area, particularly in its home city of Lynwood, and helped to establish the Healthy Lynwood Partnership (HLP) in April 2017 in collaboration with the Los Angeles County Department of Health.

HLP was developed to help move forward a number of health policy efforts in the City of Lynwood and provide a community voice in improving residents' health. It was initially convened by St. Francis Medical Center with the goal of building a strong stakeholder coalition and sense of shared

community leadership.

Its first tasks will be to provide feedback and recommendations to the City of Lynwood on the plans and policies it has in development to promote community health. They included the City's Health Element, Connectivity Plan, and Healthy Parks Resolution. The HLP community stakeholders will help to identify high priority action steps for moving the plans forward. The HLP's objectives are to understand the City of Lynwood's priorities and identify a pathway to ensure the City is supported and has the capacity to adopt and implement timely and relevant health policies.

The HLP is well underway as fiscal year 2018 has begun. It has been involved in reviewing the Lynwood Youth Focus Group, which identified community safety as one of the priority issues to address. This encompassed walking safety, safety in parks at night, safety for women, lighting, and reckless driving. It recommended improved lighting, walking escorts, emergency buttons in parks, and increased police presence.

The HLP also is involved in discussions about the City of Lynwood Transit Area Specific Plan, which identifies a 315-acre area for the development of future transit-oriented communities. In addition to being designed to encourage revitalization of commercial and residential areas while prioritizing compact urban land use, the plan will foster community and economic growth. It also integrates community safety, bicycle/pedestrian access, and a mobility strategy with bike/car share programs, and addresses the safety issue highlighted in the Youth Focus Group.

Other key topics on which the HLP's input is being sought by the City is the next steps for the Healthy Parks Resolution. One of its major discussion items is consideration of a smoke-free parks ordinance. The HLP will be involved in engaging the community, understanding elected officials' position on the proposed

ordinance, and serving as a source for public comment.

The HLP will also be instrumental in planning and supporting events such as the City's participation in National Walk/Bike to School Day each year to raise awareness for safe streets and the benefits of physical activity. It will also make recommendations to the City on ways to improve community health and wellness. Initial recommendations include 1) Improving access to healthier foods and beverages, 2) Offering cooking demonstrations and lessons, 3) Implementing a farmer's market with fresh fruits and vegetables, 4) Creating safer more walkable streets, and 5) Reducing human trafficking in the city.

As part of the community benefit plan for FY2018, HCI will continue to participate in the HLP to provide feedback and direction on community health initiatives.

Choose Health LA Kids

Choose Health LA Kids was a component of the hospital's HCI program. As previously discussed, the CHLAK grant ended in December 2016. During the course of the six months that fell within the FY2017 reporting period, many objectives were accomplished. The most recent outcomes are included in the FY2017 chart following. However, to provide a more comprehensive perspective of how much was achieved by the CHLAK team at St. Francis across the full grant period, the previous year's outcomes are included as well, along with the initial background on the program.

Background

In 2014, St. Francis Medical Center Foundation was awarded a Choose Health LA Kids (CHLAK) grant. CHLAK is part of a local, four-year Early Childhood Obesity Prevention Initiative of the Los Angeles County Department of Public Health (DPH), funded by First 5 LA. Choose Health LA Kids complemented the hospital's recently concluded Vida Sana/ Healthy Life community wellness program as it strives to promote healthy eating and active living in community settings. St. Francis received funding to

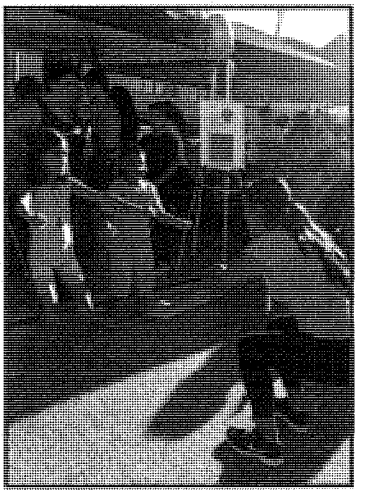
Healthy Community Initiatives, cont.

implement a community-based public education and skills-building program focused on reducing the prevalence of obesity among children ages 0-5 in LA County. This obesity prevention program also promotes physical activity and provides resources to families

with children ages 0-5 to build healthy lifestyles.

CHLAK activities include:

- Providing nutrition education and skills-building to parents at community organizations serving young children and their families.
- Organizing grocery store tours and food demonstrations that provide nutrition education and skills-building learning opportunities to parents and other care providers of children ages 0-5 in local food stores and/or markets.
- Convening a parent collaborative that disseminates nutrition and physical activity resources and build support for civic engagement goals among parents/caregivers of children ages 0-5.



- Disseminating countywide public education campaign material to promote specific nutrition and physical activity-related behaviors among children.
- Promoting LA County Department of Public Health's recognition program for restaurants that provide healthy options for children, including a public education campaign to disseminate nutrition messages.

The program focuses on Lynwood, Compton, Watts, Willowbrook, and Paramount, in communities with the highest prevalence of childhood obesity and highest percentage of people living below the Federal Poverty Level.

SFMC met or exceeded all of the CHLAK goals, and the fiscal year 2017, 2016, and 2015 achievements are listed on the succeeding pages.

Through the work accomplished by the hospital's HCI/CHLAK team, they have helped to lay a firm foundation of collaboration to sustain the program's forward progress and empowered the community to take an active role in their own future health and well-being.

Collaborative Partners:

Lynwood Unified School District; City of Lynwood; LA County Department of Public Health; Volunteers of America Head Start; Phillips Neri School, Lynwood; CalFresh; WIC; Compton Best Start; local city governments and chambers of commerce; area grocery stores and restaurants.

Healthy Community Initiatives, cont.

FY2017 Healthy Community Initiatives: Choose Health LA Kids Outcomes

Activity	FY2017 Totals	Description	Significance
Nutrition classes conducted at St. Philip Neri School in Lynwood, CA	6 classes conducted 119 children age 5-10 in grades K-5 participated 25 of the children were age 5	The children were introduced to healthy eating through the concept of "MyPlate" and the five food groups that comprise a balanced meal. After reviewing the good groups, the instructor asked the students to identify and give examples of the each. Using photos of various foods, the students then built a plate with all five food groups and shared the contents of their plate with the class. To reinforce the lesson and encourage them to continue eating a balanced meal from all food groups, each child was given a MyPlate to take home.	Healthy eating and physical activity begin in early childhood. Pre-school and elementary school years are an important time for developing healthy habits for life. The MyPlate concept offers credible science-based evidence to help kids build healthy meals and maintain or achieve a healthy weight. MyPlate provides a tool for children to use that will help them make wise choices in a fun and appealing way. The ultimate goal of the nutrition classes was to teach nutrition, water consumption, and the importance of play.
Distribution of CalFresh (Nutrition Program) and Women, Infant, Children (WIC) materials	267 people received material at the "I Love Compton" Best Start event in July 2016 and SFMC Maternity Tours in Aug. and Sept. 2016	The material provided information about the CalFresh and WIC programs which help to ensure individuals with food insecurities have access to nutritious food.	By providing these materials, eligible individuals and families were connected to these programs that could support and promote better health.
Distribution of Dept. of Public Health "Nutrition Education Reinforcement" items	87 velcro balls 52 apple slicers 20 beach balls 81 measuring spoons 60 measuring cups 10 aprons 10 cutting boards 23 juicers 3 water bottles 122 MyPlates 2 clips 87 totes 8 Otter Potter books	The items were distributed at: Philip Neri School in Lynwood, Compton Best Start Event - July 2016 St. Francis Medical Center while conducting vending machine surveys National Night Out - Aug. 2016 SFMC Maternity Tours - Aug. 2016 Lynwood Park Outdoor Fitness Zone - Aug. 2017 Healthy Lynwood Coalition collaboration meeting - Sept. 2016	The promotional items encourage cooking and eating appropriate portions of fresh vegetables and fruits, eating a balanced meal based on the five food groups, drinking more water, and staying active.

Healthy Community Initiatives, cont.

FY2017 Healthy Community Initiatives: Choose Health LA Kids Outcomes, cont.

Activity	FY2017 Totals	Description	Significance
Participation in Lynwood Park Outdoor Fitness Zone Ribbon Cutting	200 community members attended 180 members completed Food and Beverage Survey	The Lynwood Park Outdoor Fitness Zone Ribbon Cutting Ceremony celebrated the completion of the Lynwood Park Outdoor Fitness Zone and new exercise and fitness equipment. In addition, the CHLAK/NEOP Food and Beverage Post Survey was conducted.	The Outdoor Fitness Zone improves accessibility of park and recreation resources and promotes regular physical activity. CHLAK's staff and the Healthy Lynwood Coalition promoted program goals to get healthy and active and were instrumental in facilitating
Facilitation of ongoing Parent Collabora-tive/Coalition meetings	July 2016 August 2016 September 2016	Continue to coordinate meetings of the Parent Collaborative/ Coalition to disseminate nutrition and physical activity resources and build support for civic en-gagement goals among parents of children ages 0-5.	The collaborative will provide ongoing leadership for community health initiatives after CHLAK grant concludes. PIH Health and Kaiser Permanente presented programs for possible collaboration and parent leadership training sessions. Collaboration initiated between Lynwood Parents Collaboration/Coalition and Hosler Wellness Coalition. City of Lynwood Director of Recreation and Community Services transitions into leadership role for Lynwood Parents Collaboration/Coalition as CHLAK programs draws to a close.

Healthy Community Initiatives, cont.

Past Achievements: FY2016 and FY2015 Healthy Community Initiatives: Choose Health LA Kids Outcomes

FY2016 Healthy Community Initiatives: Choose Health LA Kids Outcomes Description/Activity	FY2016 Goal	FY2016 Total
Number of people served	—	689
Healthy Parenting-Nutrition Workshops	Conduct 8 class cycles	Completed 8 class cycles
Restaurant Relationships—Facilitating restaurant's participation as a Choose Health LA Kids restaurant	Establish 5	Completed 13 including 4 ribbon-cutting ceremonies
Restaurant Presentations	Conduct 11	Completed 14
Grocery Store Tours	Conduct 24	Completed 24
Food Demonstration	Host 18	Hosted 30
Parent Collaborative Meetings	Coordinate 10	Coordinated 11

FY2015 Healthy Community Initiatives: Choose Health LA Kids Outcomes Description/Activity	FY2015 Achievements
Number of people reached through CHLAK activities	14,275
Resource Guides	Distributed 3,574
Restaurant Postcards	Distributed 1,219
Restaurant presentations	Reached 540 people through13 presentations
Restaurant Relationships	Established 7
Grocery Store participation in tours and food demonstrations	Engaged 5 stores
Grocery Store Tours	Educated 158 people
Grocery Store Food Demonstrations	Engaged 2,480 people
Parent Collaborative	Involved 25 community members
"Photo Voice" event showcasing local parents' perspectives on the various ways advertisers promote unhealthy foods and beverages to children through popular media	Engaged 100 community participants
CalFresh and WIC Material Distribution	Reached 4,187 people
2 LA County Social Service Events and 2 Community Events	Reached 2,000 people

Healthy Community Initiatives, cont.

Vida Sana Community Wellness (concluded in FY17)

The Vida Sana/Healthy Life Community Wellness Program promotes healthier communities through a six-month, coordinated program that advances heart health, diabetes, and obesity awareness; disease prevention and education; diet and nutrition classes; stress reduction; and physical fitness activities to establish healthy lifestyle habits.

The purpose of Vida Sana is to create a community and family environment that promotes and supports family participants to adopt healthier lifestyles. The program uses the Healthy People 2020 goals which move the community toward becoming the change agents for physical, emotional, and spiritual well-being.

Led by promotoras recruited from the community, the program includes health screenings, exercise sessions, and nutrition and health education. Trained instructors lead activities which integrate cardiovascular exercise, strength, and flexibility. Healthy eating classes teach participants how to maintain their traditional dishes with minor healthy alterations.

Because the traditional Latino cultural values prioritize the well-being of the family over the well-being of the individual, the program focuses on the participation of the entire family. Family Health screenings are conducted at the beginning, middle, and end of the program. Regular fitness activities accommodate all levels and ages.

Web-based data collection has been established in partnership with the National Health Foundation. The system allows SFMC to record baseline data on health indicators such as height, weight, glucose, cholesterol, blood pressure, and BMI (body mass index). In fiscal year 2013, the Vida Sana program was integrated into the hospital's Health Community Initiatives' community wellness program.

As grant funding ended in September 2016, management of the Vida Sana activities have been transitioned to the individual participating churches.

NEOP Program

In 2014, St. Francis Medical Center Foundation was awarded a three-year grant from the Los Angeles County Department of Public Health (LACDPH) for the **Nutrition Education Obesity Prevention**-Los Angeles (NEOP-LA) project. The NEOP program was integrated into the Vida Sana community wellness program, and utilized the promotora model. NEOP's promotoras lead education classes to empower and enable low-income residents to select healthy foods and beverages and to increase physical activity. Participants are recruited from neighborhoods surrounding the Vida Sana program's partner churches. Its goal is to empower and enable Supplemental Nutrition Assistance Program-eligible participants to select healthy foods and beverages and to increase physical activity.

NEOP-LA core activities include:

Collaborating with the County Nutrition Action Plan (CNAP), sharing best practices and providing input during quarterly meetings, for the purpose of developing the CNAP.

Assessing "walkability" and/or the food environment of target neighborhoods.

Participating in the implementation of a **Food/ Beverage Strategy** and healthy food program, led by LA County DPH, to increase access and consumption of healthy foods, and/ or reduce the consumption of sugary beverages; assisting with the dissemination of materials; and meeting with local leadership to promote healthy changes for their constituencies.

Participating in and promoting **nutrition education media events** led by LACDPH.

Attending **Rethink Your Drink** training on healthy beverage options and promoting healthy beverage options; collaborating

Healthy Community Initiatives, cont.

with DPH to develop of a list of environmental support strategies that increase and promote access to healthy beverages; and participating with LACDPH to advance and market strategies and conduct evaluations.

The NEOP grant term ended in September 2016. With the conclusion of the program at St. Francis, the NEOP team transitioned key projects to community collaborators who will continue to advance NEOP's goals. The NEOP team trained 15 community members to be ongoing fitness instructors. The NEOP team also empowered participants in the Lynwood Healthy Living Coalition, which was established by NEOP, to keep city leaders accountable for commitments made to advance the well-being of the community. Many of the coalition members are long-time residents, with a vested interest in the health and welfare of the community. In support of the Coalition, the City of Lynwood has made available to its members and to the community a phone app that enables individuals to dial any city department directly to report health and safety issues.

Collaborative Partners:

American Career College at St. Francis; American Heart Association; Service Planning Area 6; City of Lynwood Parks and Recreation; California Department of Public Health; LA County Department of Health; First 5 LA; Public Health Advocates; St. Michael's Church, Los Angeles; Our Lady of Victory Church, Compton; Sacred Heart, Compton; St. Albert the Great, Compton; St. Gertrude's Church, Bell Gardens; St. Lawrence of Brindisi Church, Los Angeles; St. Emydius Church, Lynwood; Roosevelt Middle School; Bradley Milken Youth and Family Center; Cesar Chavez Elementary School; Hosler Middle School.

Although the program concluded in the first quarter of fiscal year 2017, the outcomes shown below and on the next page for the Vida Sana/NEOP and CHLAK programs in fiscal year 2016 outcomes are worth noting in this year's report since much of what was accomplished in fiscal year 2017 to address heart disease, stroke, diabetes, and obesity was built upon the achievements of previous years.

FY2016 Healthy Community Initiatives: Vida Sana/NEOP Outcomes	FY2016 Achievements
Number of people served	9,760
Health Fairs: Number of people screened Number of health screenings provided	530 3,702
Health Screening Events: Number of people screened Number of health screenings provided	1,044 7,266
Chronic Disease Intervention and Prevention	
Number of Aerobic Classes taught	578
Number of Aerobic Class participants	13,777
Number of NEOP Presentations given	297
Number of NEOP participants	4,553
Number of Type II Diabetes presentations	18
Number of Type II Diabetes participants	307
Number of Patient Advocacy Measure/Medical Consumerism presentations	4
	46
Number of Patient Advocacy Measure/Medical Consumerism participants	7
	92
Number of Stroke Awareness and Prevention presentations	13
Number of Stroke presentation participants	133
Number of Smoking Cessation presentations	4
Number of Smoking Cessation participants	44
Number of Rethink Your Drink presentations	11
Number of Rethink Your Drink presentation participants	145
Number of Harvest of the Month presentations	
Community Outreach	
Number of Enrollment Sunday events	17
Number of people served	136
Number of Telephone Outreach calls and connections	6,198
Number of health screenings provided at Community Outreach health sites	62 489
Number of new participants enrolled via Community Outreach	1,566

Healthy Community Initiatives, cont.

FY2016 Healthy Community Initiatives: Vida Sana/NEOP Outcomes , cont. Description/Activity	FY2016 Achievements
Policy System Environmental Changes (PSE)	
Community Gardens established	7
Number of Garden participants	56
Number of Coalition Meetings	6
Number of Coalition Meeting participants	61
Number of Walking Club events held	4
Number of Walking Club participants	42
Community Health Promoters (Promotoras)	
Number of volunteers trained	220
Number of active volunteers	54
Number of hours served	834

Key Highlights of the FY2016 CHLAK, Vida Sana, and NEOP programs:

- Launched the Lynwood Unified School District Wellness Policy in collaboration with Lynwood Unified School District, leading to passage of the Healthy Snacks and No Vendors at Schools policy.
- Facilitated passage of the City of Lynwood Safe and Healthy Parks Resolution that established a task force responsible for addressing healthy food and beverage vending options, physical activity opportunities, and safe open spaces that have adequate lighting and are free of tobacco.
- Initiated Walking Club and hosted training dates for annual City of Lynwood 5K/10K Walk-Run.
- Organized community gardens, including one at SFMC, provided nutrition education and garden classes, and distributed home-grown produce to wellness participants.
- Conducted 11 Parent Collaborative Meetings to build a community network focused on health and wellness.
- Provided eight Healthy Nutrition Parenting class cycles.
- Completed 14 restaurant presentations and established 13 Choose Health LA Kids restaurant relationships, whereby restaurants commit to offering healthy, smaller-sized portion menu options.
- Hosted 24 grocery store tours showing how to shop the healthy aisles and select nutritious foods; and led 30 healthy food demonstrations.

Healthy Community Initiatives, cont.

School-based Nurse

HCI's school-based nurse provides preventive health services and education to private elementary schools that lack the resources to retain a staff school nurse.

Care and services include health screenings for dental health, lice, scoliosis, and body mass index; childhood immunizations; and audio and vision screenings. The nurse also conducts immunization and TB assessments, follows up on student histories of illness and allergies, ensures student compliance with state immunization requirements, develops care plans for students with special needs, issues parent notifications for food allergies, medication forms, and any immediate health concerns, reviews and maintains updated emergency cards, provides translated communication for non-native English speaking parents/ families, conducts faculty and staff educations and parent educations, and receives health visits from students.

This past year, health education addressed Asthma management, anaphylaxis (food allergy) management, dental health, diabetes, growth and development, lice prevention and management, abstinence, immunizations, hand-foot-mouth disease, nutrition, scoliosis, tuberculosis, seizure management, hands-only CPR, stroke, and hypertension.

Collaborative Partners:

LA County Immunization Program; City of Paramount; Big Smiles; USC School of Dentistry; Vision To Learn; Los Angeles Department of Public Health; American Heart Association; American Lung Association; Mother of Sorrows; Our Lady of Talpa; St. Vincent School.

FY2017 Healthy Community Initiatives: School-based Nurse Outcomes	FY2017 Total	FY2016 Total
Number of students served	5,993	2,721
Number of parents and family members served	2,488	1,801
Number of faculty/staff educated	293	295
Number of people educated	1,983	6,527
Number of health screenings provided	2,859	6.911
Number of people who received health education materials and/or attended health education classes	7,464	6,527

FY2017 Healthy Community Initiatives: School-based Nurse Support Provided to Other HCI Events - Outcomes	FY2017 Total
Number of adults screened	451
Number of screenings provided to adults	3,463
Number of children screened	31
Number of screenings provided to children	93
Number of people who received health benefits information	89

Heart Disease and Stroke Awareness and Prevention

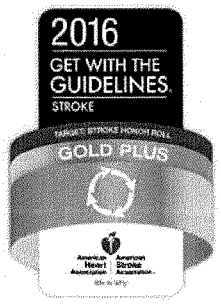
Coronary Heart Disease and Stroke are the leading and second leading causes of death in Service Planning Areas 6, 7, and 8. In response to these critical health issues as well as the lack of designated STEMI (heart attack) and stroke centers in the community, SFMC dedicated a comprehensive array of resources integrated with long-range planning and partnerships to become an approved STEMI Receiving Center and an approved Primary Stroke Center for Los Angeles County.

SFMC successfully attained status as an approved STEMI Receiving Center in March 2014, and an approved Primary Stroke Center in August 2014 by the LA County Emergency Medical Services Agency.

Within the first year the Stroke Center was established, SFMC received the Stroke Bronze Quality Achievement Award from the American Heart Association and American Stroke Association. The award recognized the hospital for achieving at least 90 consecutive days of 85% or higher adherence to all Get With The Guidelines® program quality indicators to improve quality of patient care and outcomes.

In May 2015, SFMC received the Stroke Silver Plus quality achievement award for attaining 85% or higher compliance with all Get With The Guidelines® - Stroke Quality Measures for 12 consecutive months to improve quality of patient care and outcomes.

In May 2016, St. Francis Medical Center earned the Get With The Guidelines® - Stroke Gold Plus Quality Achievement Award, for achieving 85% or higher compliance with all Get With The Guidelines® - Stroke Achievement Measures and 75% or higher compliance with five or more Get With The Guidelines® - Stroke Quality Measures for two or more consecutive years and achieving Time to Intravenous Thrombolytic Therapy $\leq$ 60 minutes in 50% or more or applicable acute ischemic stroke patients to improve quality of patient outcomes.



St. Francis also qualified for recognition on the Target: Stroke Honor Roll. This award recognizes St. Francis Medical Center's commitment and success in implementing a high standard of stroke care by ensuring that their stroke patients receive treatment that meets nationally accepted, evidence-based standards and recommendations.

The American Heart Association and American Stroke Association recognize this hospital for achieving 85% or higher compliance with all Get With The Guidelines®-Stroke Achievement Measures and 75% or higher compliance with five or more Get With The Guidelines®-Stroke Quality Measures for two or more consecutive years and achieving Time to Intravenous Thrombolytic Therapy ≤ 60 minutes in 50% or more of applicable acute ischemic stroke patients to improve quality of patient care and outcomes.

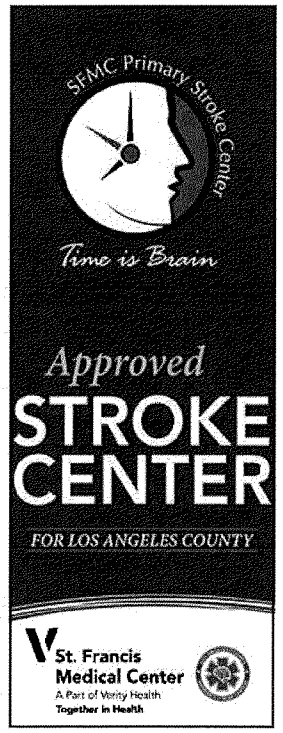
As part of the hospital's coordinated effort, Healthy Community Initiatives and Senior Circle wellness programs integrated specific classes and seminars on stroke awareness and prevention and heart health into their ongoing health education series.

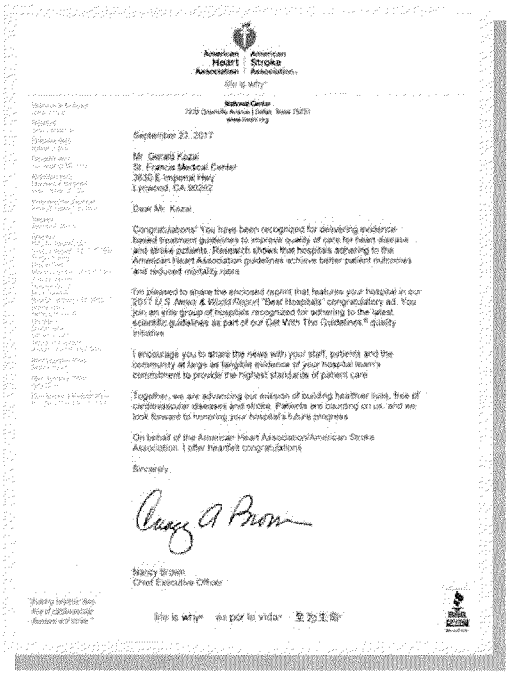
Classes featured health care professionals and promotoras explaining the causes and symptoms of stroke, heart attack, and coronary heart disease, and how a person can identify and respond to life-threatening episodes and conditions.

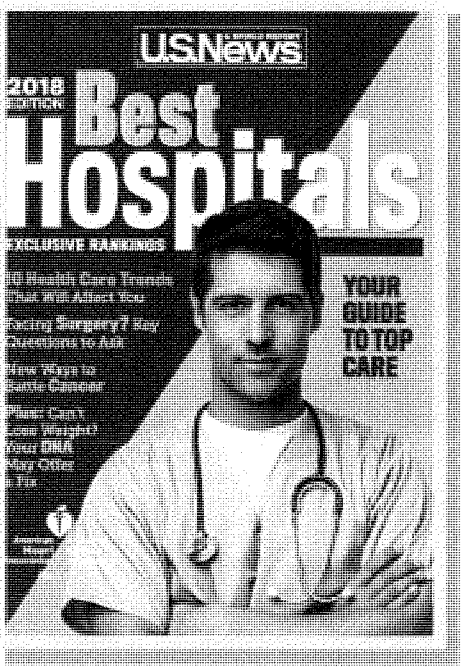
In FY2018, SFMC has plans to advance its level of care and will move toward becoming a comprehensive stroke center. The hospital has a good start. In September 2017, SFMC earned a place in the American Heart Association/American Stroke Association's Gold Plus - Honor Roll Elite status, and a place in the organization's *U.S. News and World Report* (2018 edition) "Best Hospitals" listing of medical facilities that have the resources needed to accurately and consistently make time-critical decisions in the treatment of stroke patients.

The care and treatment provided through SFMC's Stroke Center and STEMI Center preserve life and quality of life for patients and their families.

Heart Disease and Stroke Awareness and Prevention, cont.



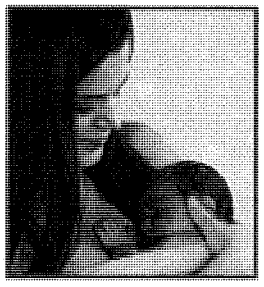




Stroke and STEMI Receiving Center Programs - FY2017 Outcomes	FY2017 Total	FY2016 Total
Number of stroke patients treated	338	434
Number of STEMI patients treated	396	302

Programs Targeting Our Community's Priority Health Needs
Low Breastfeeding Rates

Baby-Friendly



In 2012, St. Francis Medical Center was awarded a three-year grant from First 5 LA to support its transition to become a **Baby-Friendly** designated hospital. Baby-Friendly hospitals are recognized for providing an "optimal level of care for breastfeeding mothers and their babies.

On October 27, 2014, SFMC was awarded Baby-Friendly designation by Baby-Friendly USA, the U.S. authority for the implementation of the Baby-Friendly Hospital Initiative, a global program sponsored by the World Health Organization and the United Nations Children's Fund (UNICEF).

The Baby-Friendly designation is given after a rigorous onsite survey is completed. The award recognizes SFMC for successfully implementing the Ten Steps to Successful Breastfeeding:

Having a written breastfeeding policy that is routinely communicated to all health care staff.

Training all health care staff in skills necessary to implement the policy.

Informing all pregnant women about the benefits and management of breastfeeding.

Helping mothers initiate breastfeeding within one hour of birth.

Showing mothers how to breastfeed and how to maintain lactation even if they are separated from their infants.

Giving newborn infants no food or drink other than breast milk, unless medically indicated.

Practicing "room in" – allowing mothers and infants to remain together 24 hours a day.

Encouraging breastfeeding on demand.

Giving no pacifiers or artificial nipples to breastfeeding infants.

Fostering the establishment of breastfeeding support groups and referring mothers to them on discharge from the hospital or clinic.

Breastfeeding has many proven benefits for babies, including a reduced risk for obesity and diabetes, meaning healthier children and adults in the long term. Breast-feeding is therefore aligned with SFMC's mission of building community wellness. In addition, breast-feeding nurtures the important bond between mother and baby, supporting both emotional health and well-being.

There are more than 20,000 designated Baby-Friendly hospitals and birth centers worldwide, with 467 active Baby-Friendly facilities in the U.S. and its territories. The award is maintained by continuing to practice the Ten Steps.

Before its Baby-Friendly initiative, SFMC had among the lowest Exclusive Breastfeeding Rates in Los Angeles County, with only an 8.9 percent rate in 2010. In fiscal year 2016, SFMC achieved an exclusive breastfeeding rate of 42%. In fiscal year 2017, the hospital's exclusive breastfeeding rate dipped to 26.4%; however, its rate for mothers initiating breastfeeding in the hospital increased by 7.8% over the previous year. Through ongoing evaluation of its program and continued education of doctors, nurses, and patients, SFMC is dedicated to increasing both the breastfeeding initiation and exclusive breastfeeding rates in FY2018.

FY 2018 Goal:

Increase breastfeeding rates through education of health care providers and maternity patients and programs and practices that support exclusive breastfeeding.

FY 2018 Objectives:

Continue to practice the Ten Steps as demonstrated by quality processes. The Baby-Friendly Hospital Initiative's emphasis is on practicing the Ten Steps, rather than setting percentage targets. Through consistent practice of the steps, the expectation is that exclusive breastfeeding rates will increase correspondingly.

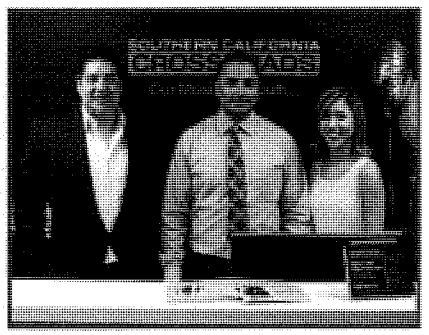
Collaborative Partners:

First 5 LA; Welcome Baby program; Breastfeed LA; Regional Hospital Breastfeeding Consortium (RHBC); SFMC Medical Staff; and Women/Infant/ Children (WIC).

FY2016 Baby-Friendly Outcomes	FY2017 Total	FY2017 Goal	FY2016 Total
Percentage of delivering moms who initiated breastfeeding in the hospital.	62%	80%	54.2%
Percentage of delivering moms who practiced exclusive breast-feeding from birth to discharge.	26.4%	50%	42%

Programs Targeting Our Community's Priority Health Needs
Environment and Neighborhood

Injury Prevention Program



The **Injury Prevention Program** works with schools, hospitals, and other public and private organizations to help prevent traumatic injury. The program addresses safety, suicide, bullying, domestic and gang violence, and self-esteem.

With firsthand knowledge of the devastating effects of violence and injury on patients and family members, SFMC's Trauma Team of physicians, nurses, and staff serve as presenters at violence prevention conferences, organize safety and injury prevention programs for students and youth, and work with elected officials and community groups to coalesce prevention efforts.

St. Francis Medical Center dedicates a full-time staff member, its Injury Prevention Coordinator, to developing and coordinating trauma and injury prevention programs, representing SFMC at coalition meetings, and organizing school-based programs that engage and empower students to develop peer-to-peer teaching formats, such as You Tube videos.

Collaborative partnerships have strengthened SFMC's ability to reach at-risk youth and young adults. In 2013, the hospital joined efforts with **Southern California Crossroads** (SCC) to establish an education and work skills program in our community. SCC is a non-profit organization committed to assisting underprivileged individuals living in violence-plagued neighborhoods lead healthy, peaceful and productive lives through prevention, intervention, and re-entry into society.

SCC received a "Work and Gain Education & Employment Skills (WAGEES) project grant in 2013 from The Latino Coalition, through A Better LA, to initiate SCC's violence intervention program. The program was organized by SFMC's Injury Prevention Coordinator, who also serves as the SCC program director. SFMC provides dedicated work space and facilities for the program in a nearby professional office building.

The Southern California Crossroads program provides GED preparation, job training and placement, and support services, with the goal of helping young men and women ages 18 to 24 transform their lives and achieve positive, productive lifestyles. The program reaches out to the hospital's trauma patients who are victims of violence, including ex-offenders and high school drop-outs, and other patients identified as "at risk."

Participants engage in a variety of comprehensive services that enable them to continue their education and receive training and skills for future employment, and that help to prepare them to successfully compete in the labor market.

The program also develops linkages between the services of state correctional agencies, local parole offices, local drug and alcohol treatment centers, and area workforce investment boards, and coordinates and leverages resources between other project grantees and training service providers.

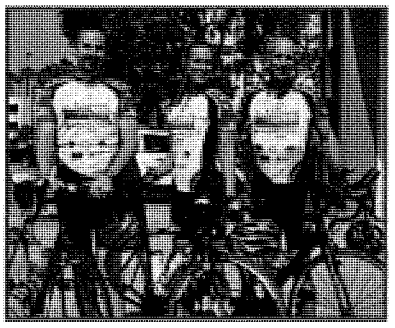
In its first year, SCC's objective was to enroll 78 participants. Actual enrollment totaled 84. Due to its success, SCC was awarded a year two grant to continue the program.

In the second year, 228 participants were involved with SCC's programs.

A major component of SFMC's Injury Prevention Program is the expanded **After-school Film Project**. The project was established three years ago by the hospital's Injury Prevention Coordinator in partnership with Tribeca Film Institute, the nonprofit arts organization founded by Robert De Niro, Jane Rosenthal, and Craig Hatkoff. The program teaches students the art of filmmaking. Under the guidance of a teaching artist, the students write, shoot, act in, direct, and edit the films, which are produced as public service announcements and aired on YouTube. The films address bullying, teen suicide, domestic and gang violence, and other issues directly affecting kids in the community.

While keeping students off the street, the project introduces them

Injury Prevention Program, cont.



to future careers in the film industry and features visits from actors, directors, writers, musicians, and other artists who share their personal experiences. Students learn to use filmmaking as a source of self-expression and a tool to facilitate awareness and understanding of personal struggles and systemic obstacles which confront them.

In the film project's inaugural year, the Lynwood High School filmmakers' talents and efforts were recognized at the East Los Angeles Film Festival 2013, where their debut short film entitled, "Our First Movie," received an Outstanding Achievement by Youth Filmmakers award.

With the achievements of the first year, the project was expanded in fiscal year 2014 to include Hosler Middle School in Lynwood.

In June 2014, the After-school Film Project hosted its first community film screening at St. Francis Medical Center. More than 100 students, family members, SFMC Trauma team members, hospital leadership and staff, school officials, city officials, and media came in support of the students, and left feeling moved by the films' powerful messages. The event was covered by *The Los Angeles Times.*

SCC held its second annual youth film screening at the St. Francis Medical Center auditorium, in partnership with the hospital and Lynwood Unified School District. Parents, teachers, family members, medical staff, public officials, and supporters attended to honor more than 40 young film makers and to screen their 16 short films.

In the program's second year, 94 student film makers participated. In fiscal year 2016, the After-school Film Project expanded to include Cesar Chavez Middle School, Lynwood Middle School, Hosler Middle School, Firebaugh/Lynwood High School, and Advance Path Academy. In FY2017, 98 students were involved with the program.

A new activity in FY 2015 was the production of *The Brick and the Rose*, an anti-drug play produced in partnership with Academy Award winner Bobby Moresco (Hollywood screenwriter whose film credits include *Crash* and *Million Dollar Baby*), Paul Carrillo (SCC program director), and Southern California Crossroads. The play featured SCC film students and professional actors from Moresco's Actor's Gym. The play was a production of Whitefire Theatre and Dolly Frank Productions, in association with SCC and the Actor's Gym. Proceeds benefited SCC and its youth arts mentoring program.

In fiscal year 2015, SCC projects included a collaboration with "Boot Camp for New Dads." As summarized on the program's webpage, "Boot Camp for New Dads® (aka Daddy Boot Camp®) is a unique father-to-father, community-based workshop that inspires and equips men of different economic levels, ages and cultures to become confidently engaged with their infants, support their mates and personally navigate their transformation into dads."

The program includes a "dads-only" session for dads-to-be, and a follow-up session for dads and baby a couple months after the birth. Sessions are led by experienced fathers who teach what to expect and how to be a responsible and involved parent.

To promote awareness and raise funding for the Boot Camps program that was held that year at St. Francis Medical Center in collaboration with SCC and the hospital's Welcome Baby program, St. Francis served as the first stop for the 21st Century Dads Honor Ride 2015. The event involved a 21-day, 2,100-mile bike ride from LA to Chicago concluding on Father's Day, June 21. A team of intrepid cyclists kicked off their marathon journey at St. Francis Medical Center.

Helmeted and spandex-wearing dads and supporters of 21st Century Dads Foundation pedaled up to the Family Life Center at St. Francis for a family-friendly send-off before embarking on their 100+ mile first-day ride to Palm Springs.

Community supporters, hospital staff, the SFMC Trauma Services team, members of SCC and

Welcome Baby, and new dads assembled in front of the hospital's parent-child statue to salute the cyclists who braved desert heat, mountain climbs and distracted drivers to raise funds for Bootcamps and other local programs that improve the lives of children, fathers, and families.

Children from father-absent homes are more likely to drop out of school, have problems with drugs and alcohol, get involved with crime and become incarcerated, become teen parents, have psychological problems and commit suicide.

This first-ever Dads Honor Ride provided support for local charities that help dads become more active in their children's lives.

Fiscal Year 2017

In fiscal year 2017, some of the projects in which the Injury Prevention Program was involved included classroom presentations on drug prevention to elementary school students during Red Ribbon week, an annual national campaign which focuses on drug prevention education and advocacy.

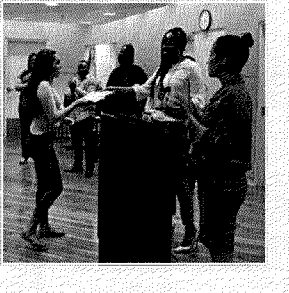
Southern California Crossroads also continued its After-school Film Project, culminating with the production of three short films. The films' student creators were able to travel to the Tribeca Film Festival in New York to screen and

Summer Youth Program Gives Students a Safe Place to Go and Grow

Twenty-six middle school students received more than just their certificates of promotion as they completed the Southern California Crossroad Summer Youth Program. They gained new skills that laid the groundwork for positive self-worth and a successful future.

The Summer Youth Program is a seven-week program available at no cost to 6th-8th grade students attending Lynwood middle schools. It engages students in extracurricular activities that promote social and life skills and includes workshops on healthy relationships, conflict resolution, bullying, healing and forgiveness, self-discovery and personal and career goal-setting. Students attend twice a week from noon to 4 p.m. at Lynwood High School. Each session starts with a healthy lunch.

The program is offered through Southern California Crossroads (SCC), a non-profit organization committed to assisting young people living in at-risk neighborhoods lead healthy, peaceful, productive lives through prevention and intervention. St. Francis Medical Center partners with SCC as part of the hospital's trauma and injury prevention efforts.

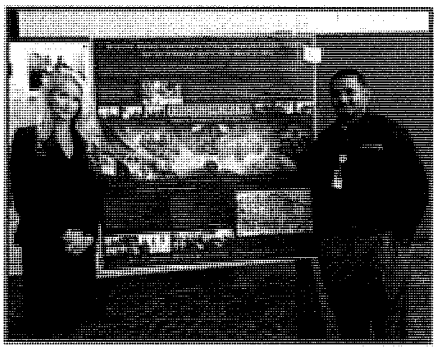


Cinthya Pasallo, program coordinator for SCC, was involved with the Summer Youth Program this past year and saw its benefits first-hand. She said, "Giving students the chance to be exposed to different communication as well as life skills and social skills makes such a strong impact on them. I was really excited to see their growth in just a few short weeks."

As the new school year begins, students have the opportunity to participate in SCC's Youth Mentoring Program. It offers additional life skills workshops either during the school day or after hours at the students' home schools. An SCC mentor is assigned to each school location to coordinate the program.

When asked what makes the youth program special, Pasallo responded, "It gives students space to express themselves. It's a safe place to go, and something to look forward to."

Injury Prevention Program, cont.



represent their work. A member of the SFMC Trauma Services team funded the trip for the students and attended with them.

SCC worked with students during the summer months as well, offering them a safe place to learn and grow through its Summer Youth Program (see story on previous page).

The Injury Prevention Program also again collaborated in the planning and execution of the 2017 Los Angeles Gang Violence Prevention and Intervention Conference. Now in its sixth year, the conference is hosted by SFMC Trauma Services and the organization Hospitals Against Violence Empowering Neighborhoods (HAVEN), of which SFMC is an original member. St. Francis Medical Center's Physician-in-Chief of Trauma Services founded HAVEN, and both he and the Injury Prevention Coordinator are key planners of the conference.

According to HAVEN, the conference focuses on youth and gang violence and how communities in cities here and abroad are impacted. The event brings together experts and practitioners from the fields of health, social services, and law enforcement along with civic and community leaders to share expertise and data-proven models to improve violence reduction services, practices and policies. The conference emphasizes collaboration and cross-sector partnerships, with a goal of changing the structure of gang prevention, intervention and suppression practice to incorporate a comprehensive model.

The 2017 conference topics addressed:

- Gang prevention
- Prison re-entry services
- Trans-national gangs
- Place-based strategies
- Cyber gang violence
- Gangs and domestic violence
- Victim and survivor services
- Trauma recovery services
- Recruitment/Right of passage
- Criminal justice reform
- Immigration
- Community development
- Research and evaluation
- Hospital-based intervention
- Human trafficking
- School-based services
- Healing and self-care
- Mental health services
- Community policing
- Family counseling
- Gang intervention

FY17 Collaborative Partners:

HAVEN; Los Angeles Sheriff's Department; Lynwood Unified School District; Rancho Los Amigos National Rehabilitation Center; Los Angeles County Probation Department; and Los Angeles County Department of Public Health, Injury and Violence Prevention.

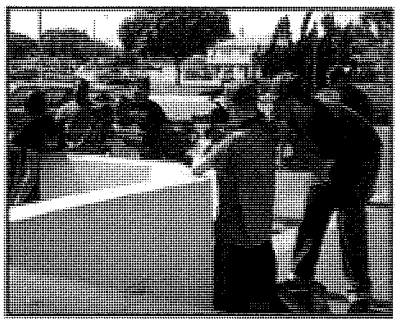
South LA Trauma Recovery Center (TRC)

Last year, St. Francis Medical Center Foundation was awarded a grant by the California Victim Compensation Board to fund a Trauma Recovery Center, for the grant term of Sept. 1, 2016 through June 30, 2018.

The South LA Trauma Recovery Center is a collaborative effort to coordinate services and resources for crime victims in South Los Angeles, helping to mitigate the long-term physical, mental and emotional trauma associated with violent crime. The TRC – implemented by St. Francis Medical Center, Southern California Crossroads, and other partners – use key hospital staff and additional internal personnel, and utilize outside human resources to provide a multidisciplinary continuum of care not previously available to victims.

Program Partners:

St. Francis Medical Center provides a full-time project director, grant administration and access to licensed professionals in its Behavioral Health Unit and



Injury Prevention Program, cont.

Children's Counseling Center.

Southern California Crossroads (SCC) houses the headquarters for the South LA TRC. SCC provides victim advocates and an office manager who coordinates day-to-day activities of the TRC and assists with program evaluation.

Jenesse Center, Inc., offers a comprehensive program to domestic violence victims and their children, including a victim advocate to provide services to domestic violence victims and consultation to clinicians on aspects of treatment.

Pepperdine University: The Pepperdine University Graduate School of Education and Psychology provides master's and doctoral students who serve as clinical case managers (CCMs) and one licensed clinical psychologist. The CCMs offer the mental health treatment services to TRC clients, supervised and overseen by the licensed clinical psychologist.

University of Southern California (USC) dedicates an Associate Professor of Psychology to supervise evaluation.

YWCA Greater Los Angeles provides counseling and support to TRC clients who are victims of sexual assault.

Journey Out supplies counseling and support to TRC clients who are victims of human trafficking, which includes sex trafficking and commercial sexual exploitation.

Project Services:

The South LA Trauma Recovery Center provides fundamental integrated services.

1) Outreach to hard to reach populations is conducted by victim advocates. Informational pamphlets, flyers, and public service announcements are made available at neighborhood liquor stores, corner markets, parks, and other places that residents congregate or have been identified as high-crime areas. In addition, the Health Benefits Resource Center (HBRC) at St. Francis provides referrals to the TRC and assists TRC clients in applying for health insurance, CalFresh benefits, and other basic needs.

2) Training for law enforcement agencies, community-based agencies and other health care practitioners is provided by SCC, Jenesse, YWCA and Journey Out. Quarterly training session topics include identifying crime, understanding the impact of crime on behavior and health and the importance of treating trauma arising from victimization.

3) Direct services for crime victims and family members of homicide victims is offered using an evidence-based treatment model.

The South LA TRC's direct services are primarily offered on site at SCC and at St. Francis, with partner agencies providing services at their sites or in victims' homes on an as needed basis. All crime victims and families of homicide victims are eligible for services.

Direct services, customized for each individual and taking into account the type of crime experienced, fall into the following three categories:

Medical Care: Follow up on injuries, rehabilitation, medication management, physical therapy and healthy living programs.

Mental Health: Short term counseling, crisis intervention, assessment and safety planning; long term therapy, group therapy, psychiatric follow up (as needed), counseling for children (as needed), advocacy (includes completing the application for victim compensation funds, providing information on grief and trauma, navigating the criminal justice system, and assisting with victim impact statements) and clinical case management.

Information and referrals for non-direct services: Legal services, benefits enrollment, vocational/educational support, job placement, transitional housing, transportation (including bus tokens and/or taxi vouchers), substance abuse, referrals to emergency shelters, etc.

Additional services provided to sexual assault victims include medical examinations, treatment, testing for HIV and sexually transmitted illness; transfer to a local SART (Sexual Assault Response Team) if needed; advocacy and support during interactions with law enforcement; court accompaniment; and referrals and crisis hotlines.

Projected Number of Clients:

The South LA TRC anticipates it will provide application assistance for 1,833 clients seeking crime victim

Injury Prevention Program, cont.

compensation over the 22-month grant period, and will provide 917 victims with access to physical and mental health services, including emergency psychiatric services as needed.

Geographic Area:

The South LA TRC serves areas with high levels of poverty and criminal activities – physical assault, rape, domestic violence and homicide – including Lynwood, Florence-Graham, Compton, South Gate, Watts, Willowbrook, South Central, Athens and adjacent communities. The TRC estimates service hours of approximately 370 hours in year one and 550 in year two. St. Francis is located just over one mile from Compton, 1.25 miles from Watts, 1.35 miles from Willowbrook, and 1.6 miles from the Florence-Graham area.

In the FY2017 period, as part of the program's plan to identify individuals who could benefit from the TRC's services, the collaborative TRC team from Southern California Crossroads conducted cognitive behavioral intervention for trauma in schools (CBITS). This encompassed issuing a pre- and post-test, scoring for stress and depression. To provide some perspective on the need for TRC services, test scores over 11 are considered clinically significant and indicate the need for therapy. The students tested by the TRC team in the SFMC service area scored an average of 19. In response to the results, the TRC team began the process of obtaining consent from parents to provide counseling to the students.

St. Francis Medical Center's Injury Prevention Program is predicated on the principle that saving lives begins before the gurney, and should injury occur, compassionate intervention can promote the process of healing and recovery. Through these programs, SFMC endeavors to lay a promising path for residents within our community, and especially for young people ages 14-24 — the most critical and impressionable years — and to educate and equip the community's youth with the tools and knowledge that will give them alternatives to actions and attitudes that perpetuate violence. Every person deserves the chance to feel safe and supported, and to lead a healthy, productive life.

Injury Prevention Program FY2017 Outcomes	FY2017 Total	FY2016 Total
Number of individuals served	1,048	549
After-school Film Project: Number of participants Cesar Chavez Middle School Lynwood Middle School Hosler Middle School Firebaugh/Lynwood High School Advance Path Academy	98	94
Summer Program for at-risk youth: Number of participants	22	24
Los Angeles Gang Violence Prevention & Intervention Conference: Number of participants	586	325
Southern California Trauma Recovery Center (Program started in FY2016 so no stats to report)	342	

Programs Targeting Overall Improved Health and Community Building Meeting the Needs of Body, Mind, and Spirit

St. Francis Medical Center provides numerous community outreach programs which support overall improved health. Going beyond the priority needs identified in the Community Health Needs Assessment, St. Francis Medical Center lives out its mission by addressing the needs of body, mind, and spirit – those which make a person whole and help them to reach their full human potential.

Through specialized programs which are offered as part of SFMC's outreach to the community, SFMC helps to foster healing of the spirit, education and empowerment, and a heart for community service.

Senior Circle Wellness Program

Projections show the 65+ population will greatly increase (between 22% and 27 %) from 2014 to 2019, and increase again (between 18% and 31% from 2019 to 2024, in the state, county, and St. Francis Medical Center service area. The **Senior Circle Wellness Program** offers activities and educational sessions that are tailored for seniors. Monthly dinners on SFMC's main campus are for local senior citizens 55 years and older and offer nutritious and balanced meals and entertainment. Wellness programs address health concerns specific to seniors. Flu immunization clinics are also held. Through these activities, seniors benefit from opportunities for regular socialization and health education.

Collaborative Partners: SFMC Health Benefits Resource Center; Healthy Community Initiatives; Apple-Care and Omnicare Medical Groups; SFMC Medical Staff; Lynwood Senior Citizens Center, City of Lynwood; B.J. Riley Senior Center, Downey; Dollarhide Senior Center and the Commission on Aging Forum, Compton; East Rancho Dominguez Senior Center.

Senior Circle FY2017 Outcomes	FY2017 Total	FY2016 Total
Number of individuals served	297	409
Senior Dinner Programs Number of dinner programs hosted Number of participants	 8 198	 2 191
Senior Health Fairs/Flu Clinics Number of health fairs held Number of participants	 3 82	 3 213

Children's Counseling Center–School-based Counselor

The **Children's Counseling Center** (CCC) was established in 1984 in response to the lack of intervention and treatment services available for abused and neglected children in Southeast Los Angeles. Today, the center provides behavioral health services for children, adolescents and their parents that range from intervention and treatment for the victims of child abuse to comprehensive prevention education programs.

CCC has developed a family-focused approach to providing services intended to foster healing and restore the dignity, trust and self-esteem of abused children and their families. It provides outpatient-based mental health services through individual, family and group counseling sessions and parent education classes at both its SFMC site and satellite office in South Gate and sessions on school campuses. In addition, mental health services and educational presentations are provided to area schools and organizations. Services are delivered in a culturally-sensitive, multi-ethnic manner.

In an effort to extend the Children's Counseling Center's reach and to improve access to counseling services for families in need, a school-based counselor was established to provide counseling and educational services on the campuses of four private schools within the SFMC service area that lacked counseling resources. The school-based counselor addresses emotional and behavioral distress, focusing on the issues that affect students at school and at home. Through early intervention, the counselor can help to reduce a significant barrier to successful learning.

The goal is to decrease symptoms of emotional and behavioral distress in elementary school-aged children, which can be obstacles to learning and to future self-sufficiency. The counselor's objectives include:

Providing personalized counseling for elementary school students who display emotional and behavioral distress.

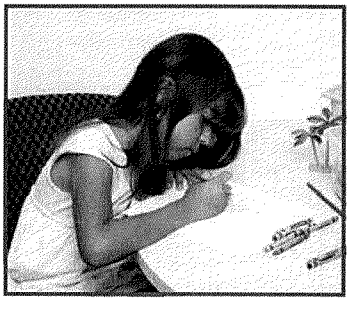
Restoring dignity, self-esteem, and trust to distressed children.

Providing education to promote mental health awareness to children, parents, school faculty and staff.

Providing counseling and education services in a culturally-sensitive environment.

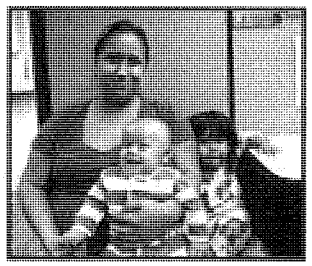
Collaborative Partners:

St. Francis Medical Center Children's Counseling Center; Kaiser Watts Learning Center; Bienvenidos Mental Health Services; Roybal Mental Health Services; St. Vincent School and Mother of Sorrows School Resource Counselor; St. Francis Medical Center Health Benefits Resource Center; Our Lady of Talpa; Our Lady of Miraculous Medal; Mother of Sorrows School; St. Vincent.



Children's Counseling Center - School-based Counselor FY2017 Outcomes	FY2017 Total	FY2016 Total
Number of individuals served (unduplicated)	1,260	809
Number of individuals served through the following services:		
Individual/Play Therapy sessions	700	427
Conjoint sessions	217	161
Family sessions	28	6
Staff consultations	469	309
Group Counseling sessions	203	93
Case Management Services	627	484
Crisis consultations	99	26

Support Services Fund



In keeping with SFMC's commitment to meeting our patients' health care needs -- *body, mind, and spirit* -- many individuals are assisted each year through the **Support Services Fund,** which provides resources outside of the clinical setting. Food, clothing, emergency housing, transportation, medications, and medical equipment are made available to patients and families in need. The provision of these resources supports personal health, well-being, and dignity. Funding is provided through philanthropic support.

Support Services Fund FY2017 Outcomes	FY2017 Total	FY2016 Total
Number of individuals served	1,976	2,839
Number of individuals assisted through the provision of:		
Prescriptions	5	17
Durable Medical Equipment	0	28
Clothing	4	42
Emergency Housing	0	0
Food Vouchers	20	99
Bus Tokens (Qtrs 1 and 2 only, funding ended; Qtrs 3 and 4 reported under Patient Transportation, page 54.)	1,869	2,554
Mammograms	57	65
Baby Burials	8	14
Other Support Services	13	20

Spiritual Care Services

St. Francis Medical Center recognizes that faith and spirituality are integral to wellness and healing. Our chaplains are available to assist patients and their family members with questions about spirituality and faith during times of crisis and illness, as well as to discuss quality and end-of-life issues. They also provide information on advance directives and palliative care. Upon request, the hospital chaplains will inform a patient's own minister of his or her hospitalization and will welcome the cleric to visit the patient here at the hospital. Our Spiritual Care team is also available for Catholic patients wishing to receive the Sacraments.

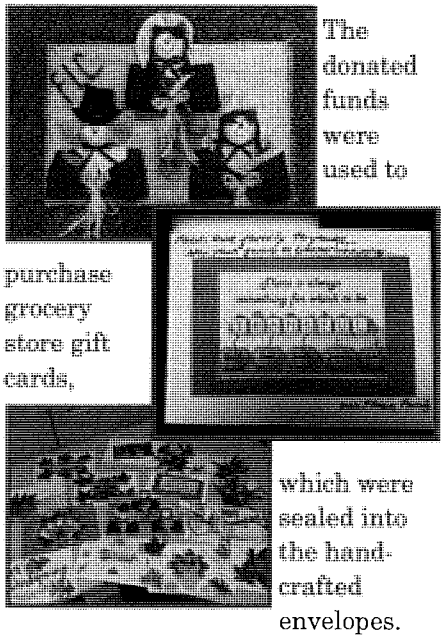
There are chapels located on the first floor of the Patient Tower and Family Life Center. Mass is held Monday through Friday and on Saturdays. Chapel services also can be viewed on the inpatient television channel.

In addition to the daily support SFMC's Spiritual Care team provides to all patients, it also extends additional support services through the provision of meals, grocery vouchers, transportation, fuel, and parking to community members in need.

Spiritual Care Services/Support Services FY2017	FY2017 Total	FY2016 Total
Patient Ministry—Number of initial patient visits	10,323	12,623
Family Ministry - Number of families visited in ICU, Surgery Center, Emergency Department, and lobbies	331	315
Support Services—Number provided with support services	631	1,201

Thanksgiving Collection/Christmas Toy Drive

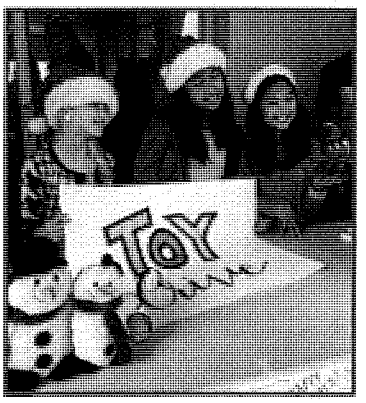
Last year, a **Thanksgiving Collection** was coordinated by the Spiritual Care team to provide families who lacked the financial resources to purchase groceries for a holiday dinner with a gift card to buy the food items needed to prepare a traditional Thanksgiving feast. Employees donated personal funds to the collection, and each department delivered its contribution in an envelope decorated by members of its team.



The donated funds were used to purchase grocery store gift cards, which were sealed into the hand-crafted envelopes. The specially-made envelopes were then presented by the Spiritual Care chaplains to local families identified by the hospital's Health Benefits Resource Center, Children's Counseling Center, and Emergency Department. 76 families received Thanksgiving gift cards, which provided holiday meals for approximately 380 family members.

The annual SFMC **Christmas Toy Drive** collects new toys, gift cards, and clothing for children of families with limited resources. The drive is coordinated by the SFMC Foundation. Donations are received from businesses, organizations, community members, and SFMC physicians and employees. Last year, about 1,000 toys, gift cards, and items of clothing were collected and presented as Christmas gifts to families in our community, including patients and family members in SFMC's Pediatrics Unit and Children's Counseling Center, families identified through the hospital's Spiritual Care Services and Health Benefits Resource Center, and children in Lynwood Unified School District schools and three private schools in the local area.

We thank the many businesses, organizations, board members, SFMC Foundation trustees, members of our health care team, and community members for their generous donations. Special thanks to Dr. Michael Stephen, Emergency Department physician, for coordinating a toy drive at his home house of worship, Lifeway Church in Glendale, Calif. His congregation collected more than 300 toys and gifts on behalf of St. Francis Medical Center's toy drive. We also thank the Watts Bears, an organization established by officers of the Los Angeles Police Department, Southeast Division. Their group provides coaching and mentorship to student athletes and fosters positive values and leadership. The Watts Bears donated more than 120 toys and gifts and delivered them personally to the medical center.



Thanksgiving Baskets, Toy Drive FY2017 Outcomes	FY2017 Total	FY2016 Total
Thanksgiving Food Baskets		
Number of families that received baskets	76	127
Number of family members served	380	635
Christmas Toy Drive		
Number of toys, gifts, and gift cards donated	1,000	2,000+
Number of children who received toys and gifts	500	1,000

Volunteer Services

The Volunteer Services Program delivers orientation, training, and supervision to volunteers who support SFMC's day-to-day operations. The program benefits student volunteers by introducing them to future health care careers and providing job skills training as they bring administrative and customer service support to the hospital. The program also helps students fulfill community service hours required for high school graduation.

Adult and senior volunteers benefit from interpersonal interaction that supports their mental, emotional, and spiritual well-being while they contribute their talent and experience to various programs and departments. While imparting and improving customer service and support service skills, the Volunteer Services Program also enhances service delivery to patients, patients' families, visitors, and SFMC employees.

This past year, the Volunteer Services Program was able to provide 10 high school senior volunteers $3,000 in scholarships through contributions from the hospital, SFMC Foundation, and private donors.

A Volunteer Services Success Story... continues!

Last year, three volunteers were highlighted for being accepted into Clinical Laboratory Science (CLS) programs following their volunteer tenure in our hospital's Lab.

One of the volunteers was Blessy Centeno, who began volunteering at SFMC in 2010. She worked in the Lab in the 2015-16 school year. She graduated from Cal State Dominguez Hills in June 2016 and began her CLS program in the summer at Kaiser Permanente Reference Laboratories, North Hollywood.

She recently completed the program and was hired by SFMC as a full-time Clinical Laboratory Scientist.

Cathy Lazaran-McKee, Laboratory Director, said, "I'm thrilled to have Blessy back in the Lab. She is a talented young woman with a great future ahead of her. She is a wonderful asset to our team."

Collaborative Partners:

Hub Cities Consortium; Archdiocesan Youth Employment Services; Lynwood Unified School District; Elevate Your G.A.M.E.

Volunteers supported departments including:

Administration

Case Management

Disaster Planning

Human Resources

Health Benefits Resource Ctr.

Central Services

Industrial Clinic

Laboratory

Orthopedic Clinic

Patient Floors

Pharmacy

Radiology—CT & MRI

Surgery

NICU

Nursery

Volunteer Department

And assisted these programs and events:

Patient Care Ambassador Program in Family Life Center, ER, and Surgery Center

Maternity Tours

Car Seat Safety Workshops

Senior Dinners

SFMC Garden

Sidewalk CPR

Skills Fair

Together in Health Launch

Volunteer Services FY2017 Outcomes	FY2017 Total	FY2016 Total
Number of Volunteers	551	484
Number of volunteer service hours provided	40,000+	40,965
Number of departments supported through volunteer service	50	35

St. Francis Medical Center Receives AYE Community Service Award

St. Francis Medical Center received the Community Service Award at the 23rd Annual Awards Benefit Dinner of the Archdiocesan Youth Employment Services of Catholic Charities of Los Angeles (AYE). Presented on Oct. 5, 2017, the award recognized the hospital's leadership and dedicated service to the well-being of the community and expressly acknowledged the long-standing partnership between AYE and St. Francis' Volunteer Services program.

The hospital's Volunteer Services program has collaborated with AYE for 15 years. It works with the organization to match and place young men and women in volunteer positions at the medical center, where they can learn interview and job skills, gain work experience, and explore future health care careers. Since the partnership began, 200 AYE youths age 14-24 have secured placement after completing the hospital's instructive application and interview process. The youths have provided valuable volunteer support services in departments such as Case Management, Nutrition Services, and Human Resources, as well as in the Orthopedics Clinic and on patient floors.

Gilda Acosta, director, Community Health Initiatives and Volunteer Services, accepted the award on behalf of St. Francis. She said, "Our partnership with AYE has enabled us to connect with young men and women who are bright, hard-working, and eager to learn, but who may lack the confidence and training to seek and secure employment. Through our organizations' joint mentorship, we have been able to provide a pathway of empowerment for our community's youth so that they can build the skills and self-assurance they need to pursue a fulfilling career."

The event was attended by church, school, business and community leaders, as well as by representatives from companies that also received recognition awards, including Union Bank, College of the Canyons, and Warehouse Shoe Sale. Four past students were honored as Exemplary Alumni for overcoming extreme social, economic and personal barriers. They are now on their way to achieving their academic and career goals.

City, county and federal representatives were also on hand to acknowledge the collaborative work of AYE and its partners. St. Francis was presented with a Certificate of Special Congressional Recognition by the office of Karen Bass, member of Congress, 37th District of California, for our shared mission with AYE to provide resources and opportunities for young people to achieve self-sufficiency. In addition the hospital received a Commendation from the County of Los Angeles for its dedicated service and contributions to the community, presented by the office of Mark Ridley-Thomas, Chairman of the Board, Los Angeles County Supervisor, 2nd District.

Acosta said these awards will be hung prominently in the Volunteer Services department to inspire past, present, and future volunteers. She noted the event's theme, "Building Bridges to Success," and nodded firmly in agreement stating, "Many of our former AYE volunteers are now furthering their education and training in the health care field. We are so proud of these students and will be on the lookout for them as our future medical professionals working within these walls, standing right beside us serving our community."

Paramedic Education

Paramedic Education is provided to SFMC mobile intensive care nurses (MICN) as part of the Emergency Department's pre-hospital care coordination. This training is open to MICNs, RNs, paramedics, and Emergency Medical Technicians (EMT) throughout the community to ensure consistent delivery of the highest standards of quality care by health care professionals. Education includes Emergency Medical Services updates, field care audits, paramedic base station updates, and CPR review. The program affords health care first responders the opportunity to complete required education hours for license renewal.

Collaborative Partners:

LA County Fire Dept.; LA City Fire Dept.; Downey Fire Dept.; Montebello Fire Dept; Santa Fe Springs Fire Dept.; additional county and city fire departments and private paramedic and ambulance services coordinating the care of critically ill or injured patients in our service area.

Paramedic Education FY2017 Outcomes	FY2017 Total	FY2016 Total
Number of external paramedics, RNs, MICNs, and EMTs educated	182	28
Number of education sessions including LA County Fire Department lectures and tape review, and STEMI Receiving Center quarterly meetings	16	5

Sidewalk CPR Day

As part of a county-wide recognition of National CPR Week, St. Francis Medical Center hosted "Sidewalk CPR" on June 1. According to the American Heart Association, 70 percent of cardiac arrests occur at home. Only about 10 percent of cardiac arrest victims outside the hospital setting survive. Immediate and effective CPR can more than double a victim's chance of survival. Administering CPR could save the life of a family member or other loved one.

The session gave instruction on hands-only CPR. This technique is rapidly growing as a way to empower bystanders to save a life when someone suffers sudden cardiac arrest. With each chest compression using this method, ordinary citizens can easily provide the ongoing blood flow needed to give a patient a much better chance of survival once responders arrive.

The hospital's Non-Clinical Educator & Affiliation Coordinator for Learning, Education, Research and Development, coordinated the event. Classes were held in both English and Spanish, with 35 community members participating. CPR instructors included SFMC RNs, who demonstrated the proper method of hands-only CPR. They then worked with participants to help them practice and perfect techniques on mannequins.

When asked why it is important to learn hands-only CPR, our coordinator replied, "We hope that hands- only training will inspire and teach everyone how to perform compressions and save a life."

Sidewalk CPR FY2017 Outcome	FY2017	FY2016 Total
Number of community members educated	35	30

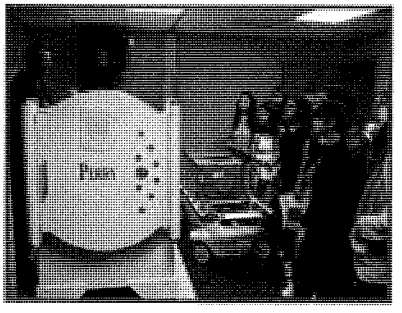
School and Community Tours, Community Events

Throughout the year, St. Francis Medical Center receives requests from various schools and community organizations for tours of the hospital. The Marketing and Communications Department and the SFMC Foundation respond to these requests and coordinate tours that educate students and community members on the functions of various departments and the roles of the doctors, nurses, and staff in each unit. The tours also introduce students to a variety of health care career options. Tour groups have included elementary school groups, high school health and safety classes, international medical students, girl and boy scout troops, and girls and boys clubs.

SFMC also receives request to participate in school-based and community-based activities coordinated by outside organizations. Staff from our Healthy Community Initiatives, Children's Counseling Center, Business Development, Health Benefits Resource Center, Volunteer Services and Welcome Baby teams have had the opportunity to represent the hospital and collaborate with local schools and agencies that share our commitment to improving community health. Through these activities, our teams provide health education and resources that promote health prevention and wellness.

Last year, tours were coordinated for the following groups:

Lynwood High School - A collaboration with American Career College at St. Francis, this tour provided 41 high school students



with an introduction to health care career options, a review of the educational requirements, and a tour of SFMC's Laboratory, Neonatal Intensive Care Unit, Wound Care Center, and Hyperbaric Oxygen Treatment. Doctors, nurses, and unit leaders provided overviews of their departments, along with treatment demonstrations and close-up views of slides and specimens. Many of the students expressed interest in pursuing a career in medicine.

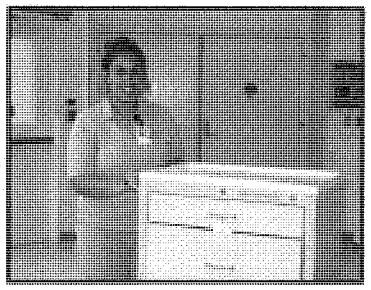
Huntington Park Institute of Applied Medicine Community Health Fair - SFMC's Children's Counseling Center and Volunteer Services department provided information and resources to the more than 1,500 attendees. The fair helped to raise awareness of community health care issues and the services available to address

them. The primary outreach was to families living in the lower socioeconomic regions of South and Southeast Los Angeles, which often suffer from chronic health care concerns.

Delegation of Chinese Health Care Professionals - A tour of the medical center was coordinated for a delegation of physicians and other health care professionals from China. The group visited various departments including Surgery, NICU, and Credentialing. The delegation had the opportunity to learn about the U.S. health care delivery system, and both the SFMC and Chinese health care teams shared best practices.

School and Community Tours FY2017 Outcome	FY2017 Total
Number of tours coordinated + outside event participation	4
Number of tour participants	48

COPE Health Scholars Program



Initiated in 2010, the **COPE Health Scholars Program** provides training to young, bright and motivated student health professionals from area colleges, universities, and trade schools. The program is provided by COPE Health Solutions at SFMC.

The program builds and sustains a competent workforce that is committed to the care of the community and reflects the community's culture and demographics. The scholars gain valuable work experience as they support SFMC's patient care, ancillary, administrative, and support services. Students' duties include patient care support, data collection, presentation preparation, patient menu collection, and post discharge phone calls, among others.

Program Structure - Best-fit, pre-health professions students, graduates, and those in "career transitions" are recruited to engage in a hands-on educational experience by providing comfort care and administrative support within a health care setting. The program links health care providers with tomorrow's pipeline of health professionals, engages youth in improving the health and well-being of their communities, and inspires new models of patient care.

The program draws from committed students in health professions pathways, and those enrolled in an experiential course certified by the University of California, Los Angeles, Fielding School of Public Health.

The COPE-UCLA partnership was established in 2015. The collaboration provides certificates to the students through the Fielding School of Public Health.

All applicants are pre-screened via application, interview, health clearance, and 30-hour training.

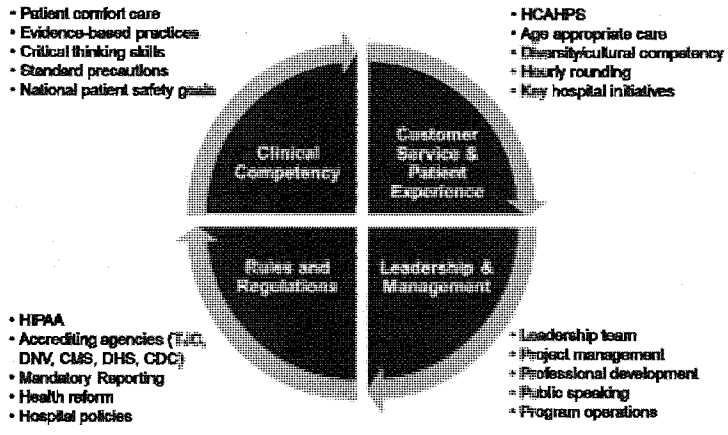
The program includes a 280-hour commitment, requiring a minimum of one 4-hour shift/week. It provides hands-on learning in a different department every three months.

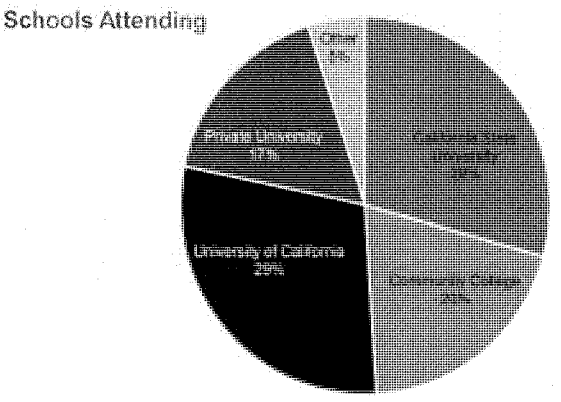
Health scholars benefit in numerous ways. They are engaged in key initiatives targeted to improve the patient experience, such as post-discharge calls and community health projects. They receive professional development and mentoring and are connected with entry-level hospital and health system jobs. In addition, they develop health leadership skills.

Collaborative Partners:

COPE Health Solutions; UCLA; USC; UC Irvine; UC Riverside; UC Santa Barbara; Cal State Dominguez Hills; Cal State Long Beach; Cal State Los Angeles; Cal State Northridge; Charles Drew University of Medicine and Science; Cerritos College; East Los Angeles College; Long Beach City College; and Whittier College.

Developing Competencies



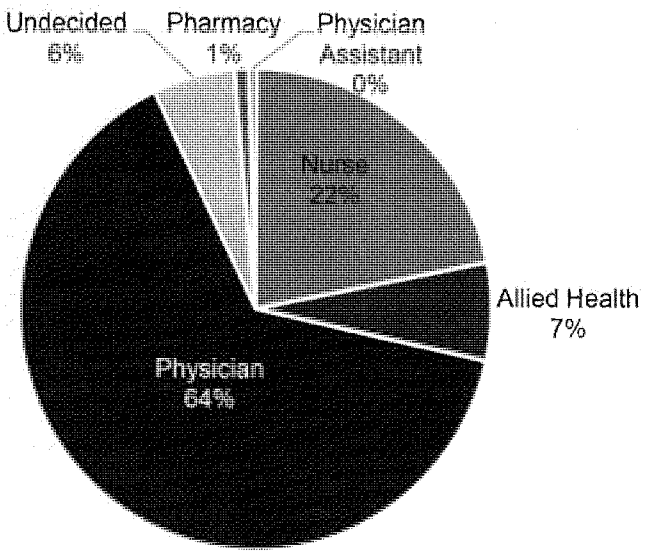


COPE Health Scholars Program, cont.

COPE Health Scholars Program FY2017 Outcomes	FY2017 Total
Number of students served	432

COPE Health Scholars FY2017 Departments/Programs Clinical	Non-Clinical
2-East Medical/Surgical 4th Floor Medical/Surgical 5th Floor Maternity 6th Floor Telemetry 7th Floor Medical/Surgical 8th Floor Medical/Surgical Catheterization Lab Emergency Department Team Care—Emergency Dept. Intensive Care Unit Nursery and Neonatal Intensive Care Unit Nutrition Operating Room Pre-Admission Testing Preoperative Services Rehabilitation Services Trauma Services	Case Management Executive Administration Hospital Operations Human Resources Menu Collection Patient Advocacy Post-Discharge Phone Calls

Career Path
Indicated at beginning of program



Menu Collection Data

Month	Menu's Collected	Patients Requiring Menus	% of Menu's Collected
March	26	30	87%
April	88	112	79%
May	56	68	82%
June	96	146	66%
July	107	140	76%
August	545	611	89%
September	485	609	80%
Total Menus Collected	1,403	1,716	82%

Post-Discharge Call Collection Data

Month	Post-Discharge Calls Completed
June 2016	1745 calls
July 2016	683 calls
August 2016	3358 calls
September 2016	2596 calls
October 2016	2149 calls
November 2016	1466 calls
December 2016	2522 calls
January 2017	1660 calls
February 2017	115 calls*
March 2017	3050 calls
April 2017	3434 calls
May 2017	4381 calls
June 2017	2277 calls
July 2017	2395 calls
August 2017	2773 calls
September 2017	1570 calls
Total Calls Completed	19,880

*COPE services were temporarily on hold in Feb. 2017.

Community Building Activities / Board Participation

Community Board Participation encompasses SFMC representation on boards and coalitions of community agencies and organizations. Through the ongoing collaboration of SFMC with organizations which share a commitment to meeting the community's health care needs and to addressing the issues that affect overall health and well-being, resources are strengthened and best practices are optimized, resulting in outreach programs with the greatest positive impact. More than 164 hours were dedicated to serving on boards, chambers, and service agencies/ organizations.

Collaborative Partners:

LA Immunization; Lynwood Health Advisory Committee; and Huntington Park Chamber of Commerce. Lynwood Chamber of Commerce was under reorganization in FY2017. Participation will resume in

Community Boards FY2017 Outcomes	FY2017 Total
Number of hours dedicated to community boards and organizations supporting community health and wellness	164

Community Benefit Planning and Reporting

Community Benefit Planning and Reporting includes staff and staff time dedicated to planning and reporting the organization's community benefit programs and to facilitating the triennial Community Health Needs Assessment.

Community benefit program directors and community affairs staff use tracking software and the SFMC Community Health Needs Assessment and other service area data to support the monitoring and development of community benefit programs.

More than 144 hours of planning and reporting were completed.

Collaborative Partners:

More than 18 SFMC departments and directors who facilitate the hospital's community benefit programs.

Community Benefit Planning and Reporting FY2017 Outcomes	FY2017 Total
Number of hours dedicated to the planning and reporting of community benefit programs	144

Foundation Support of Community Benefit Programs

The **SFMC Foundation** supports community benefit programs and services offered by SFMC through grant applications and other fund-raising activities, including special events/projects, and the attainment of major gifts from corporations and individuals. Foundation staff are dedicated to securing funding for community benefit programs.

Collaborative Partners:

Nick Alexander Imports; American Career College; Avon; California Victim Compensation Board; California Community Foundation; California State University, Northridge; Cardiovascular Medical Associates; Care Wear Uniforms; Catholic Charities of California; CompSpec; City of Compton; Covered California; Daughters of Charity Ministry Services Corporation; Carrie Estelle Doheny Foundation; Faison & Faison Dental Corporation; Frederick J. Filz; First 5 LA; Foley & Lardner LLP; Jenesse Center, Inc.; Journey Out; L.A. Care Health Plan; Ladies of Charity; Los Angeles Department of Public Health; City of Lynwood; Lynwood Unified School District; Kaplan & Perrone; Maloney Meat Company; Jim Mora Count on Me Foundation; City of Paramount; Pepperdine University Graduate School of Education and Psychology; Ralphs Grocery Company; San Antonio Winery; SHIELDS for Families; Southern California Crossroads; Michael Tierno; University of Southern California Department of Psychology; Wells Fargo; West Coast University; West Portal Oral & Facial Surgery Center; Carl E. Wynn Foundation; and YWCA Greater Los Angeles.

Foundation Fundraising Support FY2017 Outcomes	FY2017 Total
Funds raised by the Foundation in support of community benefit programs	$ 4.1 million

Community Benefit Report Summary—Fiscal Year 2017

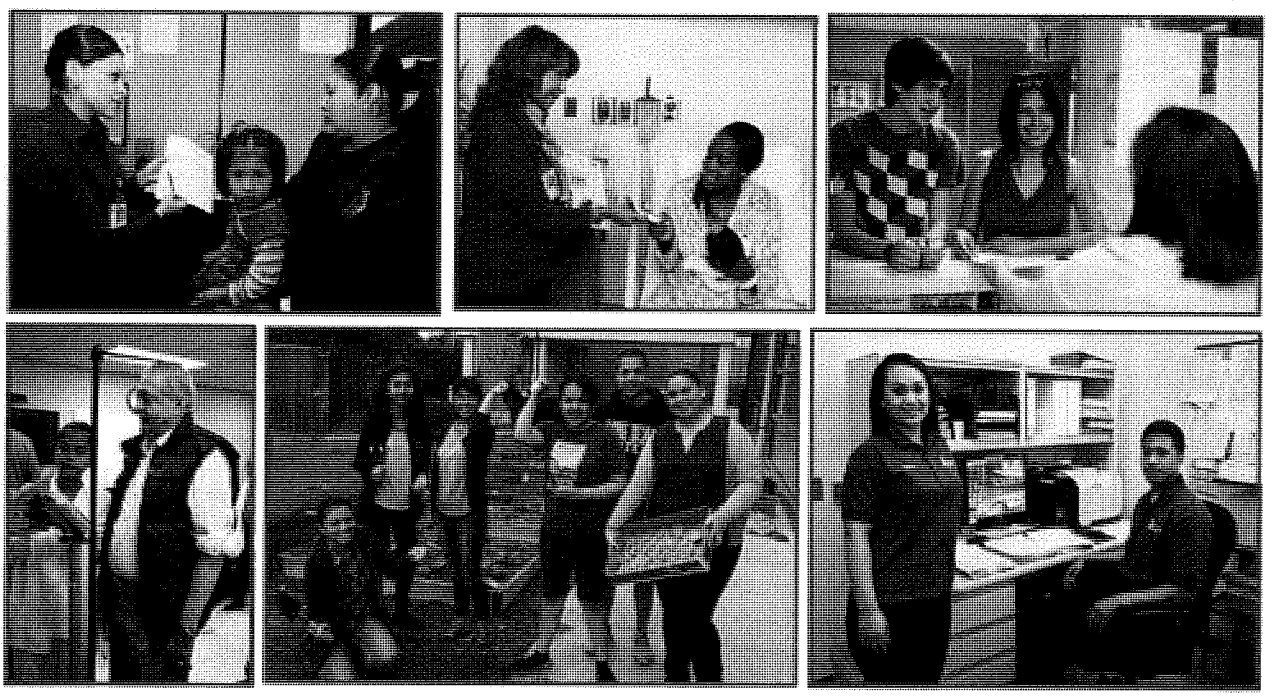
	Persons Served	Total Comm Benefit $	Direct Offset-ting Revenue $	Net Community Benefit $
Benefits for Persons Living in Poverty				
Traditional Charity Care	5,880	7,598,575	- - -	7,598,575
Unpaid Costs of Public Programs (MediCaid)	128,843	242,034,747	(242,034,747)	0
Community Health Improvement Services	41,470	1,014,090	(846,496)	167,594
Subsidized Health Services		1,936,123	---	1,936,123
Financial/In-Kind Contributions	880	1,651,585	---	1,651,585
Community Building Activities	169	98,323	(17,659)	80,666
Benefits for Broader Community				
Community Health Improvement Services	4,312	1,718,078	(1,712,808)	5,270
Health Professions Education	1,419	678,977	---	678,977
Financial/In-Kind Contributions	---	---		
Community Building Activities	622	88,614	(363)	88,251
Community Benefit Operations	-	290,392	---	290,392
Total Benefits				
Total	**186,585**	**257,109,506**	**(244,612,073)**	**12,497,433**
Unpaid Costs of Medicare	61,884	125,694,200	(106,618,590)	19,075,610
Total with Medicare	**248,469**	**382,803,706**	**(351,230,663)**	**31,573,043**

Community Benefit Plan and Update—Summary

St. Francis Medical Center's (SFMC) Community Benefit Plan is developed using data and results from the Community Health Needs Assessment. The plan incorporates and considers many factors, including the hospital's mission, organizational capacity, collaborative partnerships, and resource allocation. Its development is integrated into SFMC's strategic planning process. Reports and updates on community benefit activities and outcomes are provided by managers and directors responsible for specific community benefit programs.

Quarterly reports are presented to the SFMC Board of Directors and the Verity Health System corporate office. An annual update summarizing the fiscal year's community benefit programs is prepared and presented to the SFMC Board of Directors.

The annual update is made available to medical center leadership, the medical staff, key stakeholders, Verity Health System, and the community through the medical center's website at stfrancismedicalcenter.verity.org. The annual Community Benefit Plan and Update is presented to the California Office of Statewide Health Planning and Development, in accordance with SB697.



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St. Francis Medical Center
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Title 11, California Code of Regulations, § 999.5(d)(5)(D)

Exhibit 3

St. Vincent Medical Center
Community Benefit Programs FY14-FY18

St. Vincent Medical Center	Still operating?	External funding Sources (if any)	FY2018	FY2017	FY2016	FY2015	FY2014
Asian Pacific Liver Center	Yes		203,219	265,586	351,171	357,208	453,618
Casa de Amigos	No	Closed: May 2015	-	-	-	278,139	367,013
Community Diabetes Education Program	No	Closed: May 2015	-	-	-	23,663	134,563
Foundation & Ministry Leadership for Community Benefit Oversight	Yes		234,320	169,644	-	-	-
Health Benefits Resource Center	Yes	Closed in May 2018 but reopened in 2017	136,914	-	93,600	161,947	646,210
IRB - Institutional Review Board	Yes		85,661	83,317	81,343	-	-
LOAs for SNFs and Home Health Agencies for indigent Patients	Yes		88,294	116,095	-		
Multicultural Health Awareness and Prevention Center	No	Closed: May 2015	-	-	-	253,890	454,590
SV Hall Room Discounts for Patients an dfamilies (Discount Market Rate)	Yes		21,635	(750)	-	-	-
Tranplant Clinic Parking Vouchers (offered to Patients)	Yes		36,648	36,792	-	-	-
Volunteers Education	Yes		195,030	424,644	65,820	-	-

St. Vincent Medical Center (SVMC)
Community Benefit Programs FY14 - FY18
Program Descriptions

Response to Community Needs
In accordance with its resources and expertise, St. Vincent Medical Center has prioritized from among the priority health needs and drivers identified in the community health needs assessment the areas it can have the greatest impact: (1) access to health care, preventive care and specialty care, (2) cultural and social barriers, (3) disease management, (4) health education and awareness, (5) transportation, (6) coordinated care, (7) physical activity, (8) diabetes/obesity, (9) cardiovascular disease including High priority community health needs and drivers not addressed in St. Vincent Medical Center's Community Benefit Plan include programs on mental health, oral health, substance abuse, Alzheimer's Disease, Alcoholism, STDs, allergies, asthma, vision, colorectal cancer, arthritis, HIV/AIDS, poverty, housing, homelessness, immigrant status, (1) lack of expertise (mental health and dental care services; HIV and STD education); (2) limited resources; and, (3) the availability of other providers in the community with

Asian Pacific Liver Center (APLC)
Asian Americans are disproportionately affected by chronic hepatitis B (CHB) infection, accounting for more than half of the estimated 2 million Americans with CHB. While Asian Americans make up less than 5% of the total US population, they account for more than 50% of Americans living with CHB. Approximately 1 in 12 Asian Americans are living with CHB, yet one-third or more are unaware of their hepatitis B status. Additionally, up to 30% of individuals with CHB will die of its complications such as cirrhosis and/or liver cancer if left untreated. In fact, the death rate due to CHB complications is seven times greater among Asian Americans than it is for whites. Effective treatments and vaccinations are currently available for CHB, which can prevent disease progression. However, more than 60% of CHB cases are undiagnosed since most persons with Our targeted population is the Asian Pacific Islander (API) communities in Los Angeles and Orange Counties, particularly in the cities of Los Angeles and Long Beach in Los Angeles County and communities in northern Orange County, where the concentration of foreign-born individuals from hepatitis B virus endemic countries is one of the highest in the nation. According to the 2013 U.S. Census, among the approximately 10 million residents of Los Angeles County, 14% are API, and of those, 35% are foreign-born. Depending on their country of origin, 5 to 15% of API immigrants have CHB. In some Pacific Rim countries, as much as 20% of the population may be chronically infected with hepatitis B, and more Pacific Rim immigrants pass through southern California than any other entry point in the United States. Overall, the rate of hepatitis B infection is 30 to

Casa de Amigos (Youth Services and Neighborhood Development)
Casa de Amigos (Casa) was founded in 1995 by St. Vincent Medical Center (SVMC) and the Daughters of Charity (DOC) in the heavily-populated Pico-Union/Westlake area of Central Los Angeles. Directed toward economically-disadvantaged youth and their families, Casa's programs and services are designed to promote community socio-economic empowerment; build participants' self-esteem; mentor positive role models as a deterrent to gang involvement; advocate and promote healthy families; assist with their educational and cognitive development; and promote social and environmental stewardship. Services are available to all regardless of race, creed, gender or national origin. The Community Cener is open Monday thorugh Saturday. After school and weekend tutoring, academic counseling, music education and instrument practice, computer instruction, indoor and outdoor co-educational recreation, soccer leagues, karate, zumba, arts and crafts, health and nutrition education, attendance at professional

Due to the sale of the Daughters of Charity Health System, Casa de Amigos was closed in May of 2015.

Community Diabetes Education Program
The Community Diabetes Education and Training Program (CDEP) was established in July 2007. The program was created in response to one of the most significant and rapidly rising health problems facing the community surrounding the Medical Center: type 2 diabetes and obesity. Generously funded by the Carrie Estelle Doheny

1. Provide comprehensive Diabetes Self-Management Education and Training for underserved people with diabetes or prediabetes. In these classes, participants learn to acquire the skills and knowledge necessary to manage/control their diabetes in order to live healthier and productive lives. They also learn to prevent and manage acute

2. Provide diabetes awareness and diabetes prevention education to community members at high risk of developing diabetes. This is achieved through multiple blood glucose screenings, lectures, workshops, and presentations on lifestyle, nutrition, exercise and awareness of diabetes epidemic.

Due to the sale of the Daughters of Charity Health System, The Commuinity Diabetes Education Program was closed in May of 2015.

Health Benefits Resource Center (HBRC)
The Health Benefits Resource Center (HBRC) is a full-service, one-stop hub that effectively links individuals and families to health care and social services, as well as health care education and resources to meet essential needs. HBRC provides health benefits enrollment assistance, physician referral, and community education registration. On site collaboration with the LA County Department of Public Social Services enables SFMC to support eligible clients through the enrollment process into the Medi-Cal and Due to the sale of the Daughters of Charity Health System, Health Benefits Resource Center was closed in May of 2015.

Multicultural Health Awareness and Prevention (MHAP) Center
The Multicultural Health Awareness and Prevention (MHAP) Center's outreach and health promotion is a cornerstone of SVMC's mission to serve the sick and the poor in the timeless tradition of the Daughters of Charity. MHAP Center's focus is on health education, disease prevention, and early detection and information, and referral services for high-risk ethnic communities including Latino, Korean, Filipino, Thai, and other vulnerable populations in the central Los Angeles area.

MHAP Center's health education and outreach staff works directly in the community through a collaborative network of community- and faith-based organizations, government agencies, consulates and health care providers. All services are offered at no charge to eligible individuals, including educational programs, health screening tests, follow-up

Major Programs and Services include: Education on Breast Cancer, Nutrition and Obesity, Diabetes and Heart Disease, Community Health Fairs, Community Obesity and Prevention Programs/Healthy Schools, Central Americans Resource Center (CARECEN) Health Access Program for Day Labor Workers, Breast Health Outreach Program, Support Services and Speical Projects such as working the the American Cancer Society and local Psychosocial and Physiological needs.

Due to the sale of the Daughters of Charity Health System, the Multicultural Health Awareness and Prevention (MHAP) Center was closed in May of 2015.

Community Benefit Plan 2017-2018

St. Vincent Medical Center

A Part of Verity Health | Together in Health

COMMUNITY BENEFIT PLAN

2017-2018

Name:	St. Vincent Medical Center
Location:	2131 West Third Street Los Angeles, CA 90057
Chief Executive:	Margaret Pfeiffer, Interim CEO
Board Chair:	Randal Arase, MD
Contacts:	Anita Chou, Chief Financial Officer Email: AnitaChou@verity.org Telephone: 213.484.5559
Prepared by:	Anita Chou, Chief Financial Officer

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Attachments

- Summary of Quantifiable Community Benefit Classified as to Living in Poverty and Broader Community	Attachment A
- Service Area Map – St. Vincent Medical Center	Attachment B
- Charity Care Policy – St. Vincent Medical Center	Attachment C (19 pages)

I. Introduction

St. Vincent Medical Center (SVMC) is a 366-bed, short-term acute care, general hospital located in the downtown area of Los Angeles. SVMC specializes in tertiary level services with a long-standing reputation in cardiac care, organ transplantation, oncology services, orthopedic services and the treatment of hearing disorders. SVMC has an extensive and rich tradition of serving the residents of Los Angeles along with patients from other states and from countries throughout the world. Founded in 1856 by the Daughters of Charity of St. Vincent de Paul and Los Angeles' first hospital, SVMC has been serving the community for over 155 years. In December 2015, SVMC became part of Verity Health System.

II. Organizational Structure

A Community Benefit Committee chaired by a member of senior management, meets monthly to address and discuss how the medical center is fulfilling its role in the community. This group comprised of staff whose departments or programs are involved in a wide-range of community benefit activities and projects:

- reviews and monitors activities spelled out in the plan;
- discusses, initiates and prioritizes plans for future projects in response to community needs;
- ensures proper reporting and tracking of community benefit activities;
- determines and assesses the financial value of certain hospital resources for community benefit purposes, as appropriate; and
- ensures quarterly and annual community benefit reports are submitted to the State.

III. Community Needs Assessment

Background and Purpose

In 1994, the California State Legislature enacted Senate Bill 697 (SB 697) requiring non-profit hospitals to conduct a needs assessment every three years. The needs and priorities identified in the tri-annual assessment served as the basis for our annual community benefit plan. In order to complete the 2016 Community Needs Assessment and consistent with previous needs assessments, SVMC and two other hospitals pooled resources to collect information about the health and well-being of residents in their service community. This group, called the Los Angeles Metropolitan Hospital Collaborative, includes:

- California Hospital Medical Center
- Good Samaritan Hospital
- St. Vincent Medical Center

Methodology and Process

Metro Collaborative CHNA Framework and Process

The Metro Hospital Collaborative is comprised of three hospitals serving the Los Angeles community— California Hospital Medical Center, Good Samaritan Hospital, and Saint Vincent Medical Center. These hospitals joined together to conduct a joint data gathering process and one stakeholder engagement effort in order to better utilize resources and reduce the burden on community members who are called upon for input.

This section outlines the steps taken to identify the 2016 community health needs, via data indicators (secondary data), and community input (primary data).

Secondary Data

The CHNA included the collection of over 200 data indicators that helped illustrate the health of the community. These secondary data were collected from a wide range of local, county, state and national sources to present demographics, mortality, morbidity, health behaviors, clinical care, social and economic factors, and physical environment. These categories are based on the County Health Rankings Model.

The County Health Rankings Model illustrates the relationship between **health drivers** (called Health Factors in the diagram) which include social and economic factors, health behaviors, clinical care and physical environment, and **health outcomes** (morbidity and mortality). Combined, **health drivers** and **health outcomes** are **health needs**.

Data available at the ZIP Code level were compiled for each hospital's service area. When not available by ZIP Code, then the data for the appropriate representative portion of the SPA was utilized.

A comprehensive data matrix, the "Scorecard", was created listing all identified secondary indicators. The Scorecard included for each hospital service area secondary data collected from regional, state and federal agencies, primary data mentions (focus groups and individual stakeholder interviews; see next section for details) as the issues emerged as priorities among community members. The Scorecard also included benchmark data in the form of Healthy People 2020 (HP2020) goals, which are nationally recognized. Additionally, the most recent county or state data source was also used as a comparison.

Primary Data—Community Input

Primary data were collected through interviews and focus groups with key stakeholders including patients, patient navigators, community liaisons and hospital administrators. Two community focus groups held on Tuesday August 16 and Tuesday August 30, 2016 were attended by a total of 21 people. Participants were invited by the Metro Hospital Collaborative.

Focus group participants identified a list of most important health needs (comprised of health drivers and health outcomes, per the County Health Rankings Model). To begin to gain a sense for the perceived severity of each health need in the community, each participant was given a total of ten sticker dots and asked to vote for the five most severe health outcomes and the five most severe health drivers on a grid created during the focus group. For the purpose of the voting activity, severity was defined as the level to which a health outcome or health driver affected the health and lives of those in the community.

In addition to focus group interviews, in-depth semi-structured interviews were conducted with 5 key stakeholders in August 2016. Qualitative feedback from both the focus groups and individual interviews are incorporated in the Stakeholder Feedback sections below each Health Outcome.

The goal of the primary data collection component of the CHNA was to identify through the perceptions and knowledge of varied and multiple stakeholders health outcomes and drivers that are of particular concern to the service area community. Primary data collection also produced a list of community assets and information about gaps in resources. An inventory of existing community assets and resources was also compiled as a part of the CHNA process.

Analytical Methods Used To Identify Community Health Needs

The CNM consultant team used a modified content analysis to identify the main themes that emerged from community input through the focus groups. CNM used a three-step process for analyzing and interpreting primary data (community input): 1) all information gathered during focus groups and interviews were entered into Microsoft Excel, 2) spreadsheet data were reviewed multiple times using content analysis to begin sorting and coding the data, and 3) through the coding process, themes, categories and quotes were identified.

Analysis to Identify Main Themes Emerged Via Community Input

To help identify health needs, two requirements needed to be met: 1) a health need had to be mentioned in the primary data collection more than once and 2) a secondary data indicator associated with the need had to perform poorly against a designated benchmark (county averages, state averages, or Healthy People 2020

goals). Once a health need met both requirements, it was designated as an identified health need.

List of identified health needs, in alphabetical order:

- Access to Health Care
- Alcohol and Substance Abuse, and Tobacco use
- Cancer
- Cardiovascular disease (including Cholesterol)
- Cultural and Linguistic barriers
- Diabetes
- Food insecurity
- Healthy behavior (including Physical Activity)
- Homelessness
- Hypertension
- Mental health
- Obesity/overweight
- Oral health
- Poverty (including Unemployment)
- Preventive care
- Sexually transmitted diseases
- Transportation
- Violence and injury

Data Limitations and Gaps

The secondary data allows for an examination of the broad health needs within a community. However, there are some limitations with regard to this data, as is true with any secondary data. Data were not always available at the ZIP code level, so county-level data as well as SPA-level data were also utilized. Moreover, disaggregated data for age, ethnicity, race, and gender are not available for all data indicators, which limited the examination of disparities of health issues within the community. At times, a stakeholder-identified a health issue may not have been reflected by the secondary data indicators. In addition, data are not always collected on an annual basis, meaning that some data are several years old.

I. Prioritization of Health Needs

Once a list health needs was developed, a process was completed to prioritize the health needs. The steps to that process are outlined in the section that follows.

Community Ranking of Health Needs

A total of 28 community stakeholders convened by the Metro Hospital Collaborative on August 26, 2016 for a Prioritization Forum with the goal of ranking the identified

health needs. Participants were provided the data Scorecard and allowed time to review the data and discuss in small groups. CNM consultants were available in the room to answer data questions. To capture all groups' observations, each group was given a worksheet where they could provide input on: geographic areas impacted, specific populations, organizations and programs in the community and gaps in resources. After a full group discussion on their observations, they were given the opportunity to provide input via "dot voting" and completing a survey.

All participants were given sticker dots (10 sticker dots each) and asked to cast their sticker votes for the most severe health needs in the community.

Post-voting, they were asked to complete a written survey that asked them to score each identified health need based on the following criteria:

- MAGNITUDE- Does the issue affect a large portion of the population?
- SEVERITY- How severely does this health need impact the community?
- CHANGE OVER TIME - Has the health need improved or is it getting worse over time?
- RESOURCES - The availability of community resources and assets to address this health need.
- DISPARITIES- Does the issue disproportionately affect vulnerable population groups?

Participants were given a companion document that further explained the four criteria and the scoring system. Absent participants were allowed the opportunity to complete the survey online if they were not able to attend Prioritization forum. A total of 33 participants completed the survey in person and 13 online, for a total of 46 completed surveys.

Community Health Profile

Service Area Definition

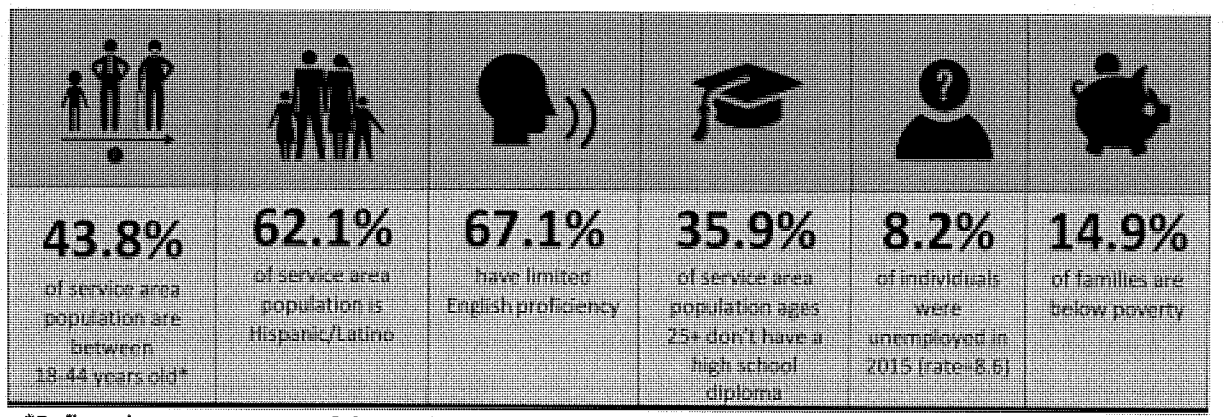
The St. Vincent Medical Center (SVMC) service area provides health services in 24 ZIP Codes, 16 cities or communities, and three Service Planning Areas (SPA) within Los Angeles County.

Saint Vincent Medical Center (SVMC) Service Area

City/Community	ZIP Code	Service Planning Area
Hancock Park	90004	4
Koreatown	90005	4
Pico Heights	90006	4
Wilshire	90010	4
Downtown Los Angeles	90015	4
Downtown Los Angeles	90017	4
Country Club Park/Mid City	90019	4
Hancock Park	90020	4
Echo Park/Silverlake	90026	4
Westlake	90057	4
ARCO Towers	90071	4
Los Angeles	90001	6
Los Angeles	90002	6
South Los Angeles	90003	6
South Los Angeles	90007	6
Baldwin Hills/Crenshaw	90008	6
South Los Angeles	90011	6
West Adams	90016	6
Jefferson Park	90018	6
South Los Angeles	90037	6
View Park-Windsor Hills	90043	6
South Los Angeles	90062	6
Athens	90044	8
Los Angeles/West Athens	90047	8

Demographic Overview

A description of the community serviced by SVMC provided in the following data tables and narrative. All data provided in the following tables are presented by ZIP code.



***Reflects largest age group of the service area population**

Estimated Current Year Population

Population

In 2016, the SVMC service area showed an increase in estimated population for all ZIP codes represented, with an overall increase in population (6.2%) almost twice that of Los Angeles County (3.2%). In particular, ZIP codes 90071-Arco Towers (30.0%), 90010-Wilshire (17.4%) and 90017- Downtown Los Angeles (11.9%) indicated the highest growth within the service area.

By 2020, the population is expected to increase in the SVMC service area by approximately 4.8%. The greatest population growth is expected to occur in ZIP Codes 90071-ARCO Towers (15.4%) and in Downtown Los Angeles ZIP codes 90017 (8.3%) and 90015 (7.3%).

Estimated Current-Year Population

City	ZIP Code	2010 Population	2015 Estimated Population	2020 Projected Population	Percent Increase 2010-15	Percent Increase 2015-20
Hancock Park	90004	60,921	61,995	63,435	1.8%	2.3%
Koreatown	90005	41,417	42,479	43,744	2.6%	3.0%
Pico Heights	90006	59,501	60,883	62,620	2.3%	2.9%
Wilshire	90010	-	3,792	-	17.4%	-
Downtown Los Angeles	90015	18,903	20,773	22,281	9.9%	7.3%
Downtown Los Angeles	90017	24,580	27,516	29,811	11.9%	8.3%
Country Club Park/Mid City	90019	65,036	66,468	68,220	2.2%	2.6%
Hancock Park	90020	39,427	40,660	42,055	3.1%	3.4%
Echo Park/Silverlake	90026	67,165	69,760	72,451	3.9%	3.9%
Westlake	90057	43,528	45,663	47,742	4.9%	4.6%
ARCO Towers	90071	10	13	15	30.0%	15.4%
Los Angeles	90001	56,773	59,053	61,442	4.0%	4.0%
Los Angeles	90002	51,391	55,015	58,387	7.1%	6.1%
South Los Angeles	90003	67,853	72,616	77,076	7.0%	6.1%
South Los Angeles	90007	42,722	43,625	44,648	2.1%	2.3%
Baldwin Hills/Crenshaw	90008	31,041	32,058	33,183	3.3%	3.5%
South Los Angeles	90011	103,622	109,513	115,222	5.7%	5.2%
West Adam	90016	48,097	50,141	52,286	4.2%	4.3%
Jefferson Park	90018	51,382	53,385	55,491	3.9%	3.9%
South Los Angeles	90037	62,241	65,902	69,417	5.9%	5.3%
View Park-Windsor Hills	90043	44,153	45,235	46,565	2.5%	2.9%
South Los Angeles	90062	31,459	32,975	34,510	4.8%	4.7%
Athens	90044	89,542	93,457	97,516	4.4%	4.3%
Los Angeles/West Athens	90047	48,741	50,314	52,043	3.2%	3.4%
SVMC Service Area		1,149,505	1,203,291	1,250,160	5.7%	4.8%
Los Angeles County		9,818,605	10,136,509	10,510,281	3.2%	3.7%

Data source:
Nielsen Claritas
Data year: 2016
Source geography: ZIP Code

Gender

In 2016, 49.7% of the population in the SVMC service area was male while the other 50.3% was female. In contrast, Los Angeles County had a higher percentage of females (50.7%) and a lower percentage of males (49.3%). The ratio of males to females was significantly higher than average in ZIP codes 90057- Westlake (53.8%), 90071-ARCO Towers (53.9%) and 90017-Downtown Los Angeles (53.4%).

Gender

City	ZIP Code	Male		Female	
		Number	Percent	Number	Percent
Hancock Park	90004	31279	50.5%	30,716	49.6%
Koreatown	90005	21703	51.1%	20,776	48.9%
Pico Heights	90006	31218	51.3%	29,665	48.7%
Wilshire	90010	1,809	47.7%	1,983	52.3%
Downtown Los Angeles	90015	10689	51.5%	10,084	48.5%
Downtown Los Angeles	90017	14691	53.4%	12,825	46.6%
Country Club Park/Mid City	90019	32519	48.9%	33,949	51.1%
Hancock Park	90020	20152	49.6%	20,508	50.4%
Echo Park/Silverlake	90026	35546	51.0%	34,214	49.1%
Westlake	90057	24552	53.8%	21,111	46.2%
ARCO Towers	90071	7	53.9%	6	46.2%
Los Angeles	90001	29,479	49.9%	29,574	50.1%
Los Angeles	90002	26,848	48.8%	28,167	51.2%
South Los Angeles	90003	35,866	49.4%	36,750	50.6%
South Los Angeles	90007	22,168	50.8%	21,457	49.2%
Baldwin Hills/Crenshaw	90008	14,465	45.1%	17,593	54.9%
South Los Angeles	90011	55,665	50.8%	53,848	49.2%
West Adams	90016	24,127	48.1%	26,014	51.9%
Jefferson Park	90018	25,871	48.5%	27,514	51.5%
South Los Angeles	90037	33,136	50.3%	32,766	49.7%
View Park-Windsor Hills	90043	20,911	46.2%	24,324	53.8%
South Los Angeles	90062	15,891	48.2%	17,084	51.8%
Athens	90044	45,140	48.3%	48,317	51.7%
Los Angeles/West Athens	90047	23,102	45.9%	27,212	54.1%
SVMC Service Area		596,834	49.7%	606,457	50.3%
California		5,001,632	49.3%	5,134,877	50.7%

Source: Nielson Claritas

Data Year: 2016

Source Geography: ZIP

Age

In 2016, the SVMC service area population was slightly younger than the population of Los Angeles overall. Whereas in Los Angeles, 29.1% of the population was between 25 and 44 years of age, in the SVMC service area 33.4% of the population was between 25 and 44 years of age. Only 33.6% of the SVMC service area population is older than 45, compared to 37.5% of the population of Los Angeles.

In 2016, the SVMC service area was young in comparison to Los Angeles County. The average age of residents in the SVMC service area was 35.8 years old, which was slightly younger than Los Angeles County (37.3 years old). Similarly, the median age for residents within SVMC service area (33.9) was younger than the median of Los Angeles County (36.0).

Of note, residents of ZIP code 90010-Wilshire were on average 5 years older than residents of Los Angeles County, and residents of ZIP code 90008 were on average about 7 years younger than the residents of Los Angeles County.

Race and Ethnicity

In 2015, a more than half (62.1%) of the population living in the SVMC service area was of Hispanic/Latino origin, a higher percentage than in Los Angeles County (48.8%). Further, the Black/African American population (19.5%) was the second largest ethnic population in the SVMC service area, and made up a much greater proportion of the population in the service area than in Los Angeles County (8.0%). The White population in the SVMC service area (6.4%) was nearly one-third that of Los Angeles County (26.4%). The Asian population in the SVMC service area (10.1%) was slightly smaller than that of Los Angeles County (14.0%).

Race/Ethnicity

Race/Ethnicity	SVMC Service Area		Los Angeles County	
	Number	Percent	Number	Percent
White Alone	76,817	6.4%	2,676,038	26.4%
Black or African American Alone	233,829	19.5%	810,921	8.0%
Amer. Indian and Alaska Native Alone	1,865	0.2%	20,273	0.2%
Asian Alone	121,120	10.1%	1,419,111	14.0%
Native Hawaiian and Other Pac. Isl. Alone	801	0.1%	20,273	0.2%
Some Other Race Alone	4,505	0.4%	30,410	0.3%
Two or More Races	16,258	1.4%	212,867	2.1%
Hispanic/Latino	744,304	62.1%	4,946,616	48.8%
Total	1,199,499	100.0%	10,136,509	100.0%

Data source: Nielsen Claritas
Demographic Data Data year: 2015
Source geography: ZIP

Education

In 2016, the SVMC service area population had a notably lower level of education than Los Angeles County. Specifically, 35.9% of individuals in the SVMC service area did not graduate from high school or receive their GED, compared to 23.2% in Los Angeles County. Furthermore, the population existing within the SVMC service area consisted of a lower percentage of individuals with a bachelor's degree or higher (19.9%) than Los Angeles County (29.7%). In particular, ZIP codes 90007-Sounth Los Angeles (42.8%), 90043-View Park (39.6%) and 90017-Downtown Los Angeles (36.1%) had the highest percentage of individuals who had less than a ninth grade education. ZIP codes 90071-ARCO Towers (36.4%) and 90010-Wilshire (14.7%) had the highest percentages of individuals who completed a Master's degree or higher. ZIP codes 90043-View Park (0.7%), 90007-South Los Angeles (0.9%) and 90062-South Los Angeles (0.9%) had the lowest percentages of individuals who completed a Master's degree.

Marital Status

In 2016, the percentage of the SVMC service area population who had never been married (52.2%) was significantly higher than Los Angeles County (41.5%). Further, the percentage of the population that was married and had their spouse present was much lower in the SVMC service area (27.6%) than in Los Angeles County (38.3%). Only marginal differences (about 1%) existed between SVMC service area residents and Los Angeles County residents in the percent of the population who were either married with their spouse absent, widowed or divorced.

Household Income

In 2016, more households in the SVMC service area earned an average income of less than $15,000 (22.4%) than in Los Angeles County (13.1%). Approximately two-thirds (66.5%) of the SVMC service area population has a household income less than $50,000, a much higher percentage than in Los Angeles County (46.9%).

Natality

Births

In 2012, there were a total of 132,608 births in California, of which 4.4% (n=5,888) took place in the SVMC service area. Within the service area, the greatest number of births was in ZIP codes 90011-South Los Angeles (12.1%), 90044-Athens (8.7%) and 90003-South Los Angeles (6.3%).

Births by Mother's Age

In 2012, most births in the SVMC service area were to women between the ages of 20 and 29 (47.8%), followed by those between the ages of 30 and 34 (24.7%), and 35 years and older (17.8%). Overall, mothers in the service area were younger at the time of their child's birth than mothers in Los Angeles County, where 21.2% of

mothers were 35 years of age and older and 27.3% of mothers were between the ages of 30 and 35.

Births by Mother's Ethnicity

By ethnicity, most births in the SVMC service area in 2012 were to Hispanic mothers (72.0%), followed by African-American mothers (16.2%), both of which were higher than Los Angeles County (57.6% and 7.1% respectively). In contrast, the percentage (3.2%) of White mothers who gave birth in the SVMC service area was significantly lower than Los Angeles County (17.4%).

Birth Weight

In the United States, the average newborn weighs about 8 pounds. Any baby born weighing less than 5 pounds, 8 ounces (2,500 grams) falls into the low birth weight category. A baby weighing less than 1500 grams falls into the very low birth weight category. Medical risk factors for having a low-birthweight baby include chronic health conditions like high blood pressure, diabetes and heart, lung and kidney problems and infections. Additional risk factors include smoking, drinking alcohol and substance abuse as well as mother's age and ethnicity. Low birth weight infants are more likely to have respiratory problems, feeding problems, bleeding in the brain and are more likely to die in the first year of life than normal birth weight infants. Low birth weight infants are also more likely to experience long-range developmental and physical health problems including: diabetes, heart disease, high blood pressure, metabolic syndrome and obesity.

In 2011 in the SVMC service area, 6.3% of babies were born with low birth weight and another 1.3% with very low birth weight. ZIP codes 90007-South Los Angeles and 90008-Baldwin Hills/Crenshaw had the highest incidence of low birth weight (9.8% and 9.6% of all births, respectively), and ZIP codes 90043- View Park and 90008-Baldwin Hills/Crenshaw had the highest incidence of very low birth weight (2.6% and 2.2%, respectively).

Breastfeeding

There are numerous beneficial short-term and long-term health effects of breastfeeding for mothers and babies. Recent research has also demonstrated that breastfeeding carries potential economic and environmental benefits for communities. The short-term benefits of breastfeeding to babies include nutritionally balanced meals, some protection against common childhood infections and better survival during the first year of life. With respect to health during the lifetime, recent research has demonstrated that breastfeeding during infancy has protective effects for the baby against chronic non- communicable diseases in adulthood, particularly hypertension, obesity, diabetes, hypercholesterolemia and cardiovascular disease. Moreover, breastfeeding carries health benefits for mothers including lowering their risk of type 2 diabetes, certain

kinds of breast cancer and ovarian cancer. With respect to the economic benefits of breastfeeding, families purchasing infant formula during the first year of a child's life can save between $1,200 and $1,500 through breastfeeding instead. This is a significant savings for low-income families.

Women who stop breastfeeding before their infant is three months old often do so because of breastfeeding management problems that are preventable and can be addressed through breastfeeding education and support. Hospitals can be designated as "baby-friendly" if they follow steps to promote breastfeeding.

Breastfeeding is an important element in the development of newborns. In 2015 in the SVMC service area, nearly half (49.7%) of mothers breastfed their babies for at least six months, a percentage equal to Los Angeles County (49.7%) but still lower than the Healthy People 2020 goal of >=60.6%.

Over a quarter (28.0%) of mothers in the SVMC service area breastfed their babies for at least twelve months, a higher percentage than in Los Angeles County (27.6%). A larger percentage (31.7%) of mothers in SPA 6 breastfed their babies at least twelve months—more than in Los Angeles County (27.6%).

Mortality

Deaths

In 2012, ZIP codes accounting for the most deaths in the SVMC service area include 90044-Athens (8.1%) and 90047-Los Angeles/West Athens (7.7%)

Deaths by Age Group

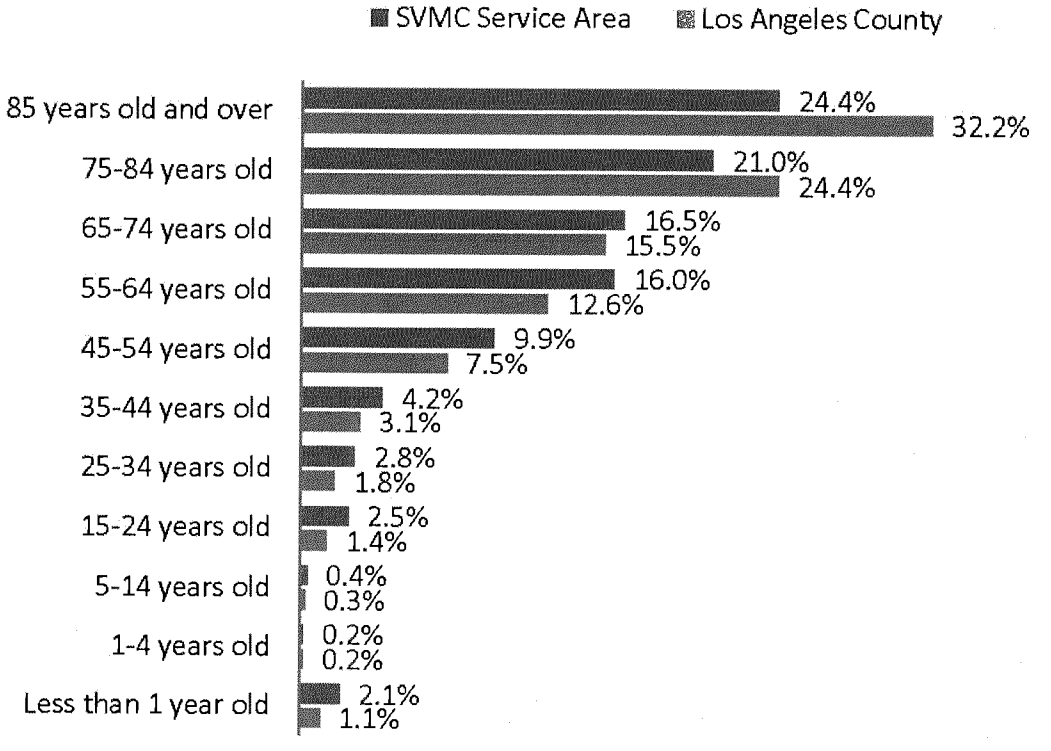
Compared to Los Angeles County averages, the incidence of mortality in the SVMC service area in 2010 is particularly high among children less than 1 year of age (2.1% of all deaths for the SVMC service area compared to 1.1% of all deaths for LA county), as well as among the following age groups: 25-34 years, 35-44 years, 45-54 years, and 55-64 years. Consequently, the probability of living to 85 years and older is much lower in the SVMC service area (24.4%) than in Los Angeles County (32.2%).

Cause of Death

In 2012, heart disease (26.1%) was the leading cause of death in the SVMC service area, which was slightly less than Los Angeles County (27.9%). Cancer (23.0%) was the second leading cause of death in the SVMC service area and reflected a slightly lower percentage than Los Angeles County (24.6%).

The SVMC service area sees a much higher proportion of deaths to influenza/pneumonia and diabetes (5.0% and 4.9%, respectively) than Los Angeles County (3.5% and 3.4%, respectively). Conversely, a lower than average proportion of residents in the SVMC service area died as a result of chronic lower respiratory disease and cancer.

Total Deaths, by Age Group



Total Deaths, by Age Group

Age Group	SVMC Service Area		Los Angeles County	
	Number	Percentage	Number	Percentage
Less than 1 year old	122	**2.1%**	613	1.1%
1–4 years old	14	0.2%	105	0.2%
5–14 years old	21	0.4%	159	0.3%
15–24 years old	147	2.5%	771	1.4%
25–34 years old	166	2.8%	1,018	1.8%
35–44 years old	247	4.2%	1,716	3.1%
45–54 years old	580	9.9%	4,123	7.5%
55–64 years old	939	16.0%	6,955	12.6%
65–74 years old	964	16.5%	8,572	15.5%
75–84 years old	1,229	21.0%	13,481	24.4%
85 years old and over	1,426	24.4%	17,818	32.2%
Total	5,855	100.0%	55,331	100.0%

Data source: California Department of Public Health (CDPH)

Data year: 2010/2012

Source geography: ZIP Code

Access to Healthcare

Access to health care services is a concept that encompasses one's ability to afford health care, navigate the health care system, access a health care location where needed services are provided and find a health care provider with whom one can communicate and build trust. Access to health care impacts overall physical, social, and mental health status, the prevention of disease and disability, the detection and treatment of health conditions, quality of life, preventable death and life expectancy for individuals.

Medicare Beneficiaries

Medicare is a Federal program administered by the Centers for Medicare & Medicaid Services (CMS) and provides health insurance for people age 65 or older, those under age 65 with certain disabilities or ALS (amyotrophic lateral sclerosis, or Lou Gehrig's disease), and people of any age with End-Stage Renal Disease (permanent kidney failure requiring dialysis or a kidney transplant). The Medicare program provides insurance through various initiatives, including insurance for inpatient hospital, skilled nursing facility and home health services; coverage for physician services, outpatient hospital services, durable medical equipment and certain home health services; health plan options that are provided by Medi- care-approved private insurance companies (e.g., HMOs, PPOs); and, insurance coverage for prescription drugs.[20] The Medicaid program is jointly funded by the federal and state government, and provides health insurance to eligible low-income adults, children, pregnant women, elderly adults and people with disabilities.

In 2014, the SVMC service area population had a lower percentage of individuals benefit from using Medicare (0.8%) than Los Angeles County (1.3%). In contrast, a higher percentage of the population living in SVMC's service area received Medicaid (26.9%) than in Los Angeles County (19.2%). In addition, the service area population had a higher percentage of individuals using both Medicare and Medicaid (4.8%) than the rest of Los Angeles County (3.5%).

Medi-Cal and Healthy Families Programs

Medi-Cal, California's Medicaid program, is a public health insurance program that provides health care services at no or low cost to low-income individuals. The federal government mandates a set of basic services, which include but are not limited to physician, family nurse practitioner, nursing facility, hospital inpatient and outpatient, laboratory and radiology, family planning, early and periodic screening, diagnosis and treatment for children. In addition to these mandatory services, California provides optional benefits such as home- and community-based services (HCBS) waivers, and medical equipment.[21]

The Healthy Families Program offers low-cost insurance that provides health, dental and vision coverage to children who do not have insurance or who do not qualify for

no-cost Medi-Cal. However, starting January 1, 2013, no new enrollments of children into the Healthy Families Program were allowed and existing enrollees are being transitioned into the Medi-Cal program because of a change in state law.[23]

In 2011 in the SVMC service area, a total of 39.5% of the population is enrolled in Medical, and 1.7% of the families are enrolled in Healthy Families.

ZIP codes 90011-South Los Angeles (12.1%), 90044-Athens (10.0%), and 90003-South Los Angeles (7.7%) had a high percentage of Medi-Cal beneficiaries. ZIP codes 90011 (10.3%), 90044 (7.9%), and 90001 (7.1%) were areas with the highest percentage of Healthy Families enrollment in the SVMC service area.

Federally Qualified Health Centers

Federally Qualified Health Centers (FQHCs) are community-based and patient-directed organizations that serve populations with limited access to health care. They consist of public and private nonprofit health care organizations that meet certain criteria under the Medicare and Medicaid programs and receive funds under the Health Center Program (Section 330 of the Public Health Service Act).

In 2015, there were an estimated 747 health centers in the SVMC service area.

Uninsured

In the SVMC service area in 2014, 26.1% of adults did not have health insurance (or were uninsured) — which is higher than the percentage of uninsured adults in the County (16.1%).

In 2011, 3.9% of children in the SVMC service area did not have health insurance (or were uninsured), lower than the uninsured rate for children in Los Angeles County (6.4%).
Specifically, in 2014, a substantially larger percentage (28.4%) of the SVMC service area population was uninsured when compared to Los Angeles County (21.5%). Higher percentages in ZIP Codes 90057- Westlake (33.4%), 90006-Pico Heights (33.4%), and 90011-South Los Angeles (33.1%) were uninsured when compared to the SVMC service area (28.4%).

Lack of Consistent Source of Care

In 2015, the SVMC service area had a similar percentage of adults (19.5%) who lacked a consistent source of primary care when compared with Los Angeles County (19.7%).

Difficulty Accessing Care

In 2015, the SVMC service area population had a similar percentage of adults (23.5%) experience difficulty in accessing medical care to that of Los Angeles

County (23.6%). Again, a similar percentage (11.2%) of children in the SVMC service area had difficulty accessing medical care to those of Los Angeles County (11.0%).

Foreign-Born Residents and U.S. Citizen Status

In 2011, half of the residents in Los Angeles County were born outside of the United States and had not become U.S. Citizens (54.5%) similar to the percentage in California (54.4%).

Language

In 2015, the percent of residents in the SVMC service area who spoke only English (32.5%) was considerably lower than in Los Angeles County (42.9%). In contrast, the percent of residents in the SVMC service area who spoke only Spanish at home (51.9%) was higher than in Los Angeles County (39.6%).

The percentage of the SVMC service area population whose primary language was of Asian origin (13.0%) was similar to Los Angeles County (10.9%). The percentage of the SVMC population speaking a language of Indo-European origin (1.8%) was much lower than in Los Angeles County (5.6%). ZIP codes with high percentages of the population speaking Spanish at home are 90001-Los Angeles (86.8%) and 90011-South Los Angeles (87.5%). ZIP codes with high percentages of the population speaking an Asian/Pacific Islander language at home are 90020-Hancock Park (40.5%) and 90071 (38.5%).

In 2014, 3.6% of residents in the SVMC service area experienced a difficulty understanding their doctor during doctor visits. This was slightly higher than Los Angeles County (3.2%).

Poverty (including Unemployment)

In 2015, nearly double the percentage of families in the SVMC service area lived below poverty (27.6%) in comparison to families in Los Angeles County (14.9%). Similarly, the percentage of families living below poverty with children (22.4%) was nearly double that of Los Angeles County (11.7%). Several areas with a higher concentration of families with children living below poverty include zip codes 90007- South Los Angeles (38.3%), 90017-Downtown Los Angeles (35.0%) and 90016-West Adams (35.0%).

In the SVMC service area, a slightly lower percentage of families were at or above the poverty level (72.4%) than in Los Angeles County (85.2%). Only ZIP codes 90071-ARCO Towers (100.0%) and 90010- Wilshire (86.8%) had higher than average percentages of the population living at or above poverty. The percentage of families at or above poverty with children was lower in the SVMC service area (34.4%) than in the rest of the county (41.9%). Only ZIP code 90071-ARCO Tower had a higher percentage of families with children living at or above poverty (50.0%) than the County average.

Employment Status

In 2015, a majority of the SVMC service area population was employed (55.4%), a slightly higher rate than in Los Angeles County (57.0%). At the same time, 8.2% of the population in the SVMC service area was unemployed, slightly higher than Los Angeles County's 7.6% unemployment rate. In particular, ZIP codes 90004-Hancock Park (9.9%), 90043-View Park-Windsor Hills (9.7%) and 90026-Echo Park (9.5%) reflected areas with the highest percentage of unemployed residents in the SVMC service area. The remaining 36.3% of the population in the SVMC service area were classified as currently not in the labor force.

Employment Status

ZIP Code	In Armed Forces	Employed	Unemployed	Not in Labor Force
SVMC Service Area	0.1%	55.4%	8.2%	36.3%
Los Angeles County	0.0%	57.0%	7.6%	35.3%

Data source: Nielsen Claritas
Data year: 2016
Source geography: ZIP Code

Students Receiving Free or Reduced-Price Meals

Student eligibility for FRPM serves as a proxy measure of family poverty, as the federal poverty threshold tends to underestimate the extent of poverty, particularly in high cost areas. Research indicates that families in California can earn two or more times the federal poverty level and still struggle to meet their basic needs.

A child's family income must fall below 130% of the federal poverty guidelines ($31,005 for a family of four in 2014-2015) to qualify for free meals, or below 185% of the federal poverty guidelines ($44,123 for a family of four in 2014-2015) to qualify for reduced price meals.

In 2015, the percentage of children eligible for the Free or Reduced Price School Meal (FRPM) program was 66.6%, which is an increase from 2011 (61.8%). Overall, these percentages are above that for California (58.6%).

Oral Health

Dental care is essential to overall health, and is relevant as a health need because engaging in preventive behaviors decreases the likelihood of developing future oral health and related health problems. In addition, oral diseases such as cavities and oral cancer cause pain and disability for many Americans.

Behaviors that may lead to poor oral health include tobacco use, excessive alcohol consumption, and poor dietary choices. Barriers that prevent or limit a person's use of preventive intervention and treatments for oral health include limited access to and availability of dental services, a lack of awareness of the need, cost, and fear of dental procedures. Social factors associated with poor dental health include lower levels or lack of education, having a disability, and other health conditions such as diabetes.

Access

In the SVMC service area, over half the population (60.6%) did not have dental insurance coverage in 2015, higher than the uninsured rate Los Angeles County (51.8%).

As of 2013, there were a a total of 8,417 dentists in Los Angeles County, making up over a quarter (26.7%) of dentists in California.

For an area to be determined a Dental Health Professional Shortage Area, it must have a population-to- dentist ratio of at least 5,000:1. Los Angeles County does not meet this criterion, as its ratio is 2,484:1.

Although the population-to-dentist ratio is not high enough in Los Angeles County to be considered critical, there is still an issue with access to dental care.

Affordability

Often, dental insurance is limited and coverage is minimal, so people have to pay high out-of-pocket costs. In addition, most don't have dental insurance coverage and the cost of dental services is too high and therefore unattainable for the average person.

In the SVMC service area, over a third (35.0%) of adults could not afford dental care in 2011—including regular check-ups—which is higher than the rate for Los Angeles County (30.3%). SPA 4 reported an even higher percentage (37.6%).

In Los Angeles County, a number of free or low-cost dental services are available for children through community clinics and state and county programs. However, many of those entities have fallen victim to budget cuts, which have significantly limited the availability of those services.

In 2015, the percentage of children in the SVMC service area (12.4%) who were unable to afford dental care was higher than Los Angeles County (11.5%). SPA 4-Metro's percentage (15.5%) was higher than both the service area and Los Angeles County.

Summary of Key Findings

The CHNA process represented in this report examined both upstream and downstream indicators of population health. Drawing from the County Health Rankings

Model framework,[1] primary and secondary data were collected for both *health drivers* (social determinants of health) and *health outcomes* (indicators of morbidity and mortality). Together, *health drivers* and *health outcomes* are referred to as *health needs* for the purpose of this report.

Eighteen health needs were identified and prioritized through the CHNA process. The prioritized health needs are as follows:

1. Obesity/Overweight
2. Homelessness
3. Poverty (including unemployment)
3. Diabetes
4. Mental Health
5. Violence and Injury
6. Oral Health
7. Preventive Care
7. Food Insecurity
8. Alcohol, Substance Abuse and Tobacco Use
9. Cardiovascular Disease including Hypertension and High Cholesterol
10. Access to Care
11. Healthy Behaviors
12. Cultural and Linguistic Barriers
13. Physical Activity
14. Transportation
15. Cancer
16. Sexually Transmitted Diseases

The list below presents the prioritized health needs and drivers.

Prioritized Health Needs

Rank	Health Need	Driver/Outcome
1	Obesity/Overweight	Outcome
2	Homelessness	Driver
3	Poverty (including unemployment)	Driver
3	Diabetes	Outcome
4	Mental Health	Outcome
5	Violence and Injury	Driver
6	Oral Health	Outcome
7	Preventative Care	Driver
7	Food Insecurity	Driver
8	Alcohol, Substance Abuse and Tobacco Use	Driver/Outcome
9	Hypertension	Outcome
10	Access to Care	Driver
11	Cardiovascular Disease	Outcome
12	Healthy Behavior	Driver
13	Cultural and Linguistic Barriers	Driver
14	Physical Activity	Driver
15	Transportation	Driver
16	Cholesterol	Outcome
17	Cancer	Outcome
18	Sexually Transmitted Diseases	Outcome

St. Vincent Medical Center's Response to Community Needs

In accordance with its resources and expertise, St. Vincent Medical Center has prioritized from among the priority health needs and drivers identified in the community health needs assessment the areas it can have the greatest impact: (1) obesity/overweight, (2) diabetes, (3) preventive care, (4) cardiovascular disease including hypertension and high cholesterol risk factors, (5) access to care, (6) healthy behaviors, (7) cultural and linguistic barriers, (8) physical activity, (9) transportation, and (10) cancer.

High priority community health needs and drivers not addressed in St. Vincent Medical Center's Community Benefit Plan include programs on homelessness, poverty, mental health, violence and injury, oral health, food insecurity, substance abuse, Alcoholism, STDs and HIV/AIDS. The primary factors contributing to this decision include:
(1) lack of expertise (mental health and dental care services; HIV and STD education);
(2) limited resources; and, (3) the availability of other providers in the community with more capacity/expertise to address these needs.

IV. Progress Report: 2016–2017

A. Information, Enrollment and Referral – Health Benefits Resource Center (HBRC)

HBRC is a major initiative designed to increase access to health care through enrollment in public and low-cost insurance and related benefit programs and referral for medical and social services. HBRC provides individuals and families with enrollment assistance for health insurance through the state exchanges Covered CA and Medi-Cal. HBRC program closed April 2015. After the closure of the full program, the Medi-cal eligibility process continued under the Patient Access department until the Conifer Eligibility Enrollment Services assumed oversight from August 2016 through August 2017. The HBRC program was recently reopened as of September 2017. This program also facilitates access to the patients of St. Vincent Medical Center by working directly with the emergency room and inpatient admission departments and walk in referrals.

B. Hepatitis Education/Detection/Treatment – Asian Pacific Liver Center

Asian Pacific Islander (API)s are disproportionately affected by chronic hepatitis B (CHB) infection, accounting for more than half of the estimated 2 million Americans with CHB. While Asian Americans make up less than 5% of the total US population, they account for more than 50% of nearly one million Americans living with CHB. Approximately 1 in 12 Asian Americans are living with CHB, yet one-third or more are unaware of their hepatitis B status. Additionally, up to 30% of individuals with CHB will die of its complications such as cirrhosis and/or liver cancer if left untreated. In fact, the death rate due to CHB complications is seven times greater among Asian Americans than it is for whites. Effective treatments and vaccinations are currently available for CHB, which can prevent disease progression. However, more than 60% of CHB cases are undiagnosed since most persons with CHB are asymptomatic until the onset of complications, making it a "silent killer" in the Asian American community. Therefore, early diagnosis of CHB is critical so that appropriate medical management can be initiated.

Our targeted population is API communities in Los Angeles and Orange Counties, particularly in the cities of Los Angeles and Long Beach in Los Angeles County and communities in northern Orange County, where the concentration of foreign-born individuals from hepatitis B virus endemic countries is one of the highest in the nation. According to the 2013 U.S. Census, among the approximately 10 million residents of Los Angeles County, 14% are API, and of those, 35% are foreign-born. Depending on their country of origin, 5 to 15% of API immigrants have CHB. In some Pacific Rim countries, as much as 20% of the

population may be chronically infected with hepatitis B, and more Pacific Rim immigrants pass through Southern California than any other entry point in the United States. Overall, the rate of hepatitis B infection is 30 to 40 times higher among API populations than the general US population.

According to the US Department of Health and Human Services, up to 65% of infected Americans are unaware of their infection and are not receiving care or treatment. Since hepatitis B is often without symptoms, it is then passed on to others who also remain unaware that they are infected. For that reason, providing education, screening, and treatment is essential to stop the spread of the disease and the premature deaths.

The barriers to accessing medical care and treatment for the API population include a variety of factors. Lack of awareness of hepatitis B in the community and among primary care physicians is responsible for under-diagnosis of hepatitis B. This obstacle is being addressed directly by Asian Pacific Liver Center (APLC) through education events given in English and native languages targeted to the lay community, as well as free screenings which are offered to the public. In addition, the physicians at APLC conduct regular education seminars and lectures for screening, diagnosis, and management of CHB for community physicians.

Fear of discrimination if diagnosed with hepatitis B is another barrier to overcome in Asian American communities. There is stigma and shame associated with hepatitis B, which many believe can only be contracted through intravenous drug use. This stigma further contributes to the silence surrounding hepatitis awareness in the community. APLC attempts to raise awareness and knowledge through educational events and workshops, encouraging community members to seek screening, diagnosis, and treatment.

APLC recognizes the importance of cultural differences across the different API communities. The prevalence of diverse languages and cultures present a challenge in terms of dissemination of information and acceptance of information and treatment. Among APLC's target population in Los Angeles between 2007 and 2014, 22% did not speak English, and only 27% could read and write English. The populations that we target mostly speak Korean, Mandarin, Cantonese, Vietnamese, Thai, and Cambodian, and prefer to receive information in their language. In response, the APLC staff creates resources in-language to deliver culturally appropriate interventions, information, and services tailored to the languages and concerns of patients. APLC also draws from agencies and organizations such as the CDC and American Cancer Society for language-appropriate educational material that are distributed to the community at screening and education events.

The most common obstacle preventing individuals with CHB from obtaining care is a lack of medical insurance or financial means. This is especially the case for follow-up care among the low-income and newly-immigrated populations, who are the most likely to carry the infection. Less than 21% of people screened by APLC between 2007 and 2014 had medical insurance, and of those who did not seek follow-up, 63% cited lack of financial means or medical insurance as the reason. Coupled with a lack of urgency due to the asymptomatic nature of CHB, this is a significant obstacle. The APLC can provide an opportunity for infected individuals to obtain treatment through the Patient Assistance Program at various pharmaceutical companies. The implementation of the Affordable Care Act has somehow lowered this barrier, but the APLC will keep working with patients to ensure that they receive proper coverage.

Through the years, APLC has developed partnerships and collaborations with a variety of organizations, agencies, and community groups throughout Southern California to address the needs of API populations. Through these partnerships, we were able to extend our outreach into communities with large and even majority API populations such as Alhambra, Rosemead, Monterey Park, and the City of San Gabriel, as well as cities in Orange County such as Westminster, Garden Grove, and Irvine, cities which the latest US Census has identified as having the highest concentration of API residents.

Since its inception in 2007, the APLC has screened nearly 26,000 individuals at risk by conducting over 300 free hepatitis screening events and providing hepatitis and liver cancer education to several thousand in API communities. Through these events, over 1,300 individuals were diagnosed with CHB, 99.2% were foreign-born APIs. Approximately 750 of these individuals have been linked to care and additional treatment services. In addition to community partnerships, the APLC collaborates with state and county agencies to implement strategic plans to control the spread of hepatitis B in Southern California. APLC's name has a strong online presence that brings in a multitude of patients. On our website, visitors can view the schedule for upcoming screenings, community lectures, and education events.

The hepatitis C virus (HCV) is the most common chronic blood-borne viral infection and the most common cause of chronic liver disease in the United States. An estimated 4 million Americans are infected with HCV and are thus at risk of developing cirrhosis and liver cancer. In Los Angeles County alone, an estimated 180,000 people are infected with HCV. Like CHB, many who have HCV are not aware or experience no symptoms. While anyone can get hepatitis C, baby boomers, or those born between 1945 and 1965, are five times more likely to get the disease. Hepatitis C is responsible for 8,000-10,000 deaths in the United States every year.

The APLC is committed to providing comprehensive education, screening, and vaccination services for the identification and prevention of hepatitis and linkages to care and treatment for those infected. In October 2010, the APLC started selectively adding hepatitis C testing to hepatitis B screenings in Cambodian, Vietnamese, and Chinese communities, as they are at higher risk for chronic hepatitis C (CHC) among APIs. In 2014, a larger shift to include hepatitis C testing at all screening events was implemented. HCV viral load test was automatically added for the HCV Ab positives to diagnose CHC. Reflex studies including genotype, complete blood count (CBC), and hepatic function panel (HFP) were performed to assess the liver condition for the confirmed CHC patients. So far 185 persons have been found to be positive for HCV Ab with 50% of those diagnosed with CHC by viral load test and linked to further treatment and care.

Due to the lack of symptoms, chronic hepatitis may go undetected for years, leading to complications such as liver damage, cirrhosis, or liver cancer. Furthermore, without awareness of its presence, hepatitis can be spread unknowingly through close personal contact. Education, screening, diagnosis, and treatment such as those offered by the APLC greatly reduce the risk of both complications and the spread of the infection to other individuals. By and large, challenges to the efforts to enhance viral hepatitis prevention and control include several factors that the APLC can address. As the APLC continues to

grow and develop, these goals are at the forefront of our mission to serve the community.

APLC SUCCESS STORY

The APLC continues to conduct several vital hepatitis B studies to collect information for research publication. The study findings are used to develop abstracts for conferences as well as manuscripts for medical journals to share with the medical community. Most recently, using data collected from hepatitis B patients, Dr. Ho Bae, the APLC Medical Director, and Dr. Tse-Ling Fong, the APLC Program Director, authored the abstract, Improvement Of Bone Mineral Density And Markers Of Proximal Renal Tubular Function In 12 Weeks In Chronic Hepatitis B Patients Who Switched From Tenofovir Disoproxil Fumarate To Tenofovir Alafenamide. It is our plan to present the findings at the 2017 American Association for the Study of Liver Diseases in Washington D.C. The manuscript of the study will be submitted to the Journal of Viral Hepatitis in November 2017. In addition, APLC launched hepatitis B research protocols GS-US-283-1062 and GS-US-320-3018. These studies are particularly important as we have been offering treatment opportunities to screened chronic hepatitis B (CHB) persons who cannot afford medical care. To date we have been able to enroll 29 eligible subjects for these protocols and APLC became one of the highest enrollers internationally.

The APLC also continues finding new and innovative ways to expand the range of our services to the community at large as well as working on a linkage program for positively screened community members. Our free screenings and seminars have targeted an expanded range of Asian Pacific Islander communities in Los Angeles and Orange counties. The database system at the center is utilized to learn more about hepatitis B, to facilitate linkage-to-care, and to report cases to county public health surveillance. We understand that linkage to follow-up care is still a huge barrier for these communities to overcome; thus we have put more effort in closing gaps in the healthcare system for underserved communities at risk of hepatitis B. As the number of those reached grows, we will make progresses in improving general health outcomes of the population with CHB in Southern California.

C. Job Training/Career Development for Youth – Volunteer Services

During fiscal year 2016-2017, SVMC continued to participate in both government- and privately-sponsored programs that provide career development for high school and college students. A total of 14,380 hours were donated by these students to SVMC.

SVMC has developed relationships with New Village Girls Academy, Los Angeles School of Global Studies, Western University, Cal State LA and USC. Loyola High School has been a partner of St. Vincent Medical Center for many years for their Senior Community Service Hours.

St. Vincent Medical Center also participated in the following job training programs: The Archdiocese of Los Angeles Youth Employment Program and Miguel Contreras Learning Center. These high school students were placed in areas such as the information desk, patient floors, as well as other departments throughout the medical center.

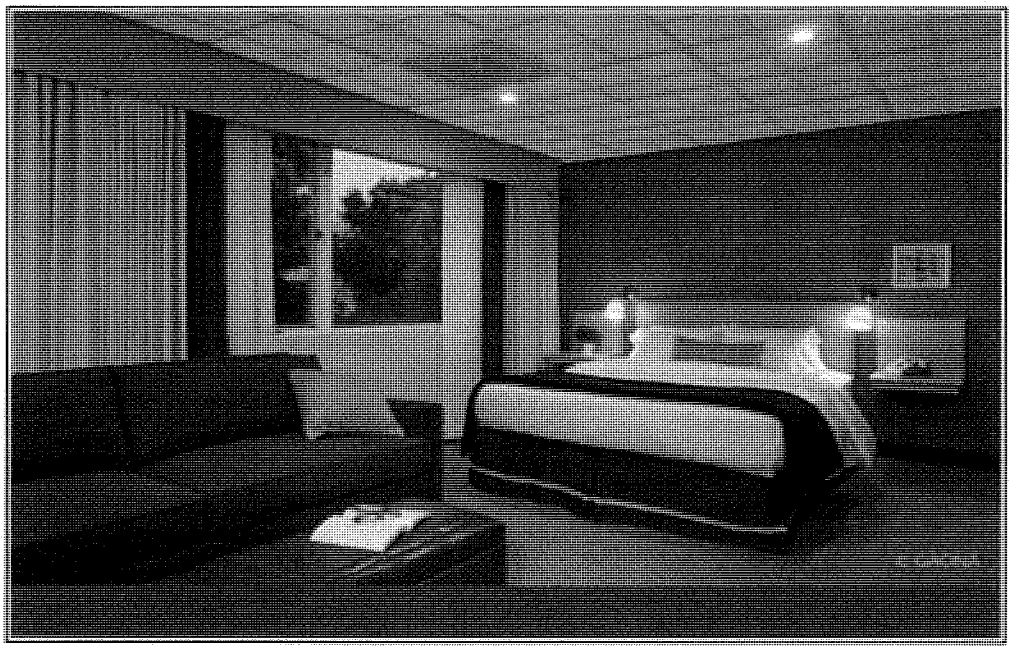
These programs assist students in acquiring competencies necessary for entry-level employment and also provide valuable instructional experience in an actual work environment with mentoring and teaching from business/industry volunteers. In addition, students interested in healthcare-related careers gain valuable access to health care professionals. A total of 8,885 hours of training were provided to students in professional training programs under the direct or indirect supervision of SVMC healthcare professionals. SVMC also participates in many community service fairs at various schools.

D. Donated Space for Community Use

SVMC has maintained a long tradition of offering free or discounted space for the use of community groups and organizations, including conference rooms and parking facilities, offices, residential property and lodging accommodations for the families of patients. Some examples of discounted spaces include but not exclusive to St. Vincent Senior Citizen Nutrition Program, AHMC Healthcare, St. Vincent IPA, Community Member Yo Soy El Chapo Rehearsal, Business Development Community, Daughters of Charity Foundation, Los Angeles Fire Department, City of Los Angeles Election Polling, Community Basketball, House Clinic: Facial Nerve Symposium, LA Society of Otolaryngology, LA Cochlear Implant Group and Mendez National Institute of Transplantation Foundation. In addition, parking was provided for these groups.

Seton Guest Center

Located on the campus of St. Vincent Medical Center, the Seton Guest Center, which resembles a hotel, first opened its doors in 1994. Extensively renovated and enhanced during 2013, the center has 32 private hotel-like rooms which can accommodate up to four people. Each room has a queen-size bed and a queen-size sofa bed, television, a small refrigerator and private bath. The community kitchen has a refrigerator/freezer, a microwave and a toaster oven. A laundry room is available with washer and dryer. The Seton Guest Center also has available computers with Internet access and some areas have wireless Wi-Fi available.



Recovery times are as individual as each patient, and their hospital stays can sometimes be lengthy. Families can remain close to their loved one for as long as necessary by staying at the SVMC's Seton Guest Center. Once a patient is discharged but must remain close to the hospital and their physicians, they can stay at the Seton Guest Center as long as a family member or friend is present to care for the patient.

The patients and family members served are generally from Northern, Central and Southern California; however, families from across the U.S. and from around the world including England, Hong Kong, Egypt, Australia and Israel to name a few were also served. On average, the guest center serves approximately 100 patients per month. No one is turned away for their inability to pay. During FY2016–2017, the Seton Guest Center provided discounted lodging for 288 people valued at $19,099.

E. Transportation Services

Lack of access to transportation is a major barrier to health care for many residents living in SVMC's primary service area. This problem is being addressed through the provision of patient shuttle vans directly operated by SVMC between the patient's residence and the hospital.

Service is provided at no charge within a 15-mile radius of SVMC. When use of the shuttle vans is not feasible, patients in need of transportation are issued taxi vouchers. These transportation resources are funded in part by generous grants from QueensCare. During 2016–2017, a total of 2,323 patients were provided transportation services.

V. Community Benefit Plan: 2017–2018

The sale of St. Vincent Medical Center to Verity Health System was finalized in December 2015. From August 2016 through August 2017, Health Benefits Resource Center, HBRC, was replaced with Conifer MECS to provide Medi-cal application services to patients. In July 2017, Verity Health System went through a management change. The new management has re-opened the Health Benefits Resource Center on the St. Vincent Medical Center Campus.

St. Vincent Medical Center will continue to implement programs and services during 2017-2018 that address access to primary and specialty care, chronic disease prevention and management, and transportation based on community need priorities, available institutional resources and established partnerships with a broad array of agencies, programs, providers and faith- and school-based organizations. The plan for the remaining programs identify the respective community needs, goals and objectives to accomplish during the year, evaluation indicators used to measure impact and collaborating partners.

Benefit/Activity: Information, Enrollment & Referral – Health Benefits Resource Center (HBRC)

Goal: Medi-Cal Benefits shall be provided during a presumptive period to patients who are determined eligible on the basis of preliminary information to be presumptively eligible.

Objectives:

1. 95% of patients will receive an insurance affordability application prior to release from the hospital.
2. 100% of presumptive Medi-Cal applicants will receive a paper copy of their Hospital PE eligibility determination
3. Meet all Hospital PE determination performance standards as specified in provider instructions or regulations.
4. Attempt to contact 100% of self-pay referrals made to the HBRC.

Evaluation Indicators:

1. Number of insurance affordability applications distributed to patients.
2. Number of Hospital PE eligibility determination copies distributed to patients.
3. Number of self-pay patient contacts.
4. Number of approved Presumptive Medi-Cal applications.
5. Number of denied Presumptive Medi-Cal applications.
6. Number of insured patients post self-pay screening.

Benefit/Activity: Hepatitis B and C Education/Screening/Treatment – Asian Pacific Liver Center (APLC)

Community Need:

1. Education and screening for individuals at risk for chronic hepatitis.
2. Follow-up care and treatment for individuals who are already infected with hepatitis to prevent disease progression.
3. Prevention by vaccinations for individuals who are susceptible to hepatitis B.

Goal:

To provide free education and screening for those at risk of hepatitis B and/or C, and vaccinations for those who are susceptible to hepatitis B and to provide culturally-sensitive follow-up care, treatment and surveillance measures for those already affected.

Objectives:

1. Educate 8,500 Asian Pacific Islanders (API) -Korean, Chinese, Vietnamese, Thai, Filipino and Cambodian -- at screening and educational venues in the targeted cities in Los Angeles and Orange counties.
5. Educate 50 clinicians who see API patients in the targeted cities on the importance of hepatitis screenings and treatment through roundtable dinner meetings hosted by the APLC hepatologists. Clinician education will also involve how to diagnose chronic liver disease due to viral hepatitis, how to manage patients who will likely progress to cirrhosis and liver cancer, and the availability of several antiviral therapeutic agents.
6. Screen 1500 APIs by conducting 15 screening events.
7. Vaccinate 100 hepatitis B susceptible individuals.
8. Ensure that at least 99% of cases identified are reported to surveillance within 6 months of diagnosis date.
9. Ensure that at least 95% of persons testing positive for hepatitis B or C receive their test results.
10. For hepatitis B or C positive individuals who were diagnosed at APLC screenings, increase referral to counseling, follow-up and linkages to care, treatment and preventive services to 75%.
11. Establish new partnerships with at least 3 community-based organizations in the Asian Pacific Islander Community.

12. Participate in at least seven community health fairs and provide screenings and information about chronic hepatitis B and hepatitis C.
13. Conducting at least three hepatitis research projects successfully.
14. Developing at least one manuscript for national conferences and publications in a medical journal.

Evaluation Indicators:

1. Number of community members screened
2. Number of community members educated
3. Number of community-based organizations affiliated
4. Number of educational materials distributed
5. Number of physicians who attended hepatitis B educational meeting
6. Number of health fairs participated in
7. Percentage of identified cases are reported to surveillance within 6 month
8. Percentage of persons testing positive for hepatitis B receive their test results
9. Number of hepatitis B patients from screenings seen at the APLC and/or other physician for follow-up care
10. Number of research projects successfully conducted
11. Number of abstract and manuscript developed

Partners:

1. adCREASIANs
2. American Cancer Society
3. Asian Health Foundation
4. Asian Pacific American Medical Student Association, UCLA and USC
5. Asian Pacific Health Care Venture
6. Azusa Pacific University, School of Nursing
7. Bangladesh Medical Association
8. Cambodian Health Professional Association of America
9. Chinatown Service Center
10. Gilead Sciences, Inc.
11. Hep B Free Coalition Los Angeles and Orange County
12. Hepatitis C Task Force, Los Angeles
13. Herald Cancer Association
14. Herald Christian Health Clinic

15. His Lai Temple
16. Khmer Parent Association
17. Korean American Nurses Association, Southern California
18. Korean Health Education and Information Resource (KHEIR) Center
19. Los Angeles Department of Public Health
20. Medical, Educational Missions and Outreach, UCLA and UCI
21. Team HBV, UCLA, UCR, UCI and USC
22. UCLA APA Health CARE
23. UCLA Asian Health Corps (APHC)
24. UCLA Vietnamese Community Health (VCH)
25. United Cambodian Community
26. USC Vietnamese American Pharmacy Student Associate
27. Vietnamese American Cancer Foundation (VACF)
28. Vietnamese Physician Association of Southern California

Benefit/Activity: Job Training/Career Development Services – Volunteer Services

Community Need: Opportunities for economic and employment development.

Goal: To provide opportunities for job training and career development for youth, 16 years of age and older, from lower socioeconomic communities.

Objective:

1. Continue participation in government- and privately-sponsored training programs.
2. Continue a partnership with LAUSD to provide community classroom and on-the-job training.
3. Continue to provide tours of the Medical Center for students and others interested in health care careers.
4. Participate in the planning process for high school job training and development programs.
5. Develop new partnership with: Youth Policy Institute Workforce Department program.
6. Collaborate with many career colleges to provide training volunteer hours.

Evaluation Indicators:

1. Number of students participating in a job training program
2. Number of students completing the job training program
3. Number of students finding employment utilizing their training skills
4. Supervisor and student's job training checklist
5. Written evaluations by students taking tours

Partners:

1. Archdiocese of Los Angeles
2. Western University
3. Los Angeles School of Global Studies
4. Los Angeles Unified School District
5. Loyola High School
6. SVMC/USC Physician Mentorship Program
7. USC School of Pharmacy

Benefit/Activity: Charity Care

Community Need: Access to primary and specialty care.

Goal: Ensure uninsured patients referred to SVMC are provided care, as hospital resources permit.

Objectives:

1. Maximize the utilization of the QueensCare Fund.
2. Collaborate with SVMC Medical Staff in the provision of charity care.
3. Provide an avenue for uninsured patients to enroll in health programs.

Evaluation Indicators:

1. Number of patients admitted
2. Amount spent on charity care
3. Number of people enrolled into health coverage programs

Partners:

1. QueensCare
2. SVMC Medical Staff

Benefit/Activity: Services to MediCal Patients

Community Need: Access to primary and specialty care.

Goal: Ensure MediCal patients referred to SVMC are provided inpatient and outpatient care.

Objective: Collaborate with SVMC Medical Staff in the provision of inpatient and outpatient care to MediCal eligible patients.

Evaluation Indicators:

1. Number of patients admitted
2. Net cost of services provided to MediCal patients

Partners:

1. Federal and State governments
2. SVMC Medical Staff

Benefit/Activity: Donated Space for Community Use

Community Need: Access to quality housing/lodging, office space and meeting room facilities.

Goal: Provide free or discounted office, meeting and lodging space to community organizations and patient families to address the shortage of quality space in the area surrounding the Medical Center.

Objectives:

1. Continue to provide discounted space for the Knights of Malta Free Clinic.
2. Continue to operate the Seton Guest Center.
3. Continue to provide discounted parking space for St. Nicholas Church.
4. Continue to offer discounted meeting room, parking and audiovisual facilities for community organizations.

Evaluation Indicators:

1. Number of people benefited
2. Value of donated space
3. Feedback from tenants and organizations receiving space
4. Verbal and written communications from families using Seton Guest Center

Partners:

1. Daughters of Charity Foundation
2. Knights of Malta Clinic
3. St. Nicholas Church
4. SVMC Medical Staff

Benefit/Activity: Patient Transportation Services

Community Need: No cost transportation to access medical services.

Goal: Provide underserved and low-income patients reliable and safe transportation to St. Vincent Medical Center.

Objectives:

1. Continue to provide taxi vouchers to patients lacking transportation.
2. Continue to operate a van service transporting patients to SVMC and home.

Evaluation Indicators:

1. Number of patients served
2. Feedback from riders
3. Feedback from hospital departments
4. Feedback from Medical Staff

Partners:

1. QueensCare
2. Taxi companies

VI. Inventory and Economic Valuation of All Community Benefits

From July 2016 to June 2017, SVMC provided a Net Community Benefit of $39,069,399 excluding unpaid costs of the Medicare program, which were $26,918,311. Net Community Benefit for persons living in poverty amounted to $37,588,733. Attachment "A" offers a detailed inventory and classification of the services and activities provided by St. Vincent Medical Center from July 2016 to June 2017 and their economic value.

VII. Plan Review

The SVMC Community Benefit Plan will be reviewed by the Community Benefit Committee and submitted to the SVMC Board of Directors for final adoption. Upon completion, the plan will be shared with the hospital's management team.

The plan will also be disseminated to external constituencies. Collaborators will be informed about the plan through our various program steering committees, which include representation of outside organizations or affiliates that partner with SVMC to implement

community benefit programs. Efforts will also be made to share the plan with community networks and coordinating groups that bring together representatives of key health and social service organizations of our community. The plan will also be posted on the St. Vincent Medical Center website.

Attachment

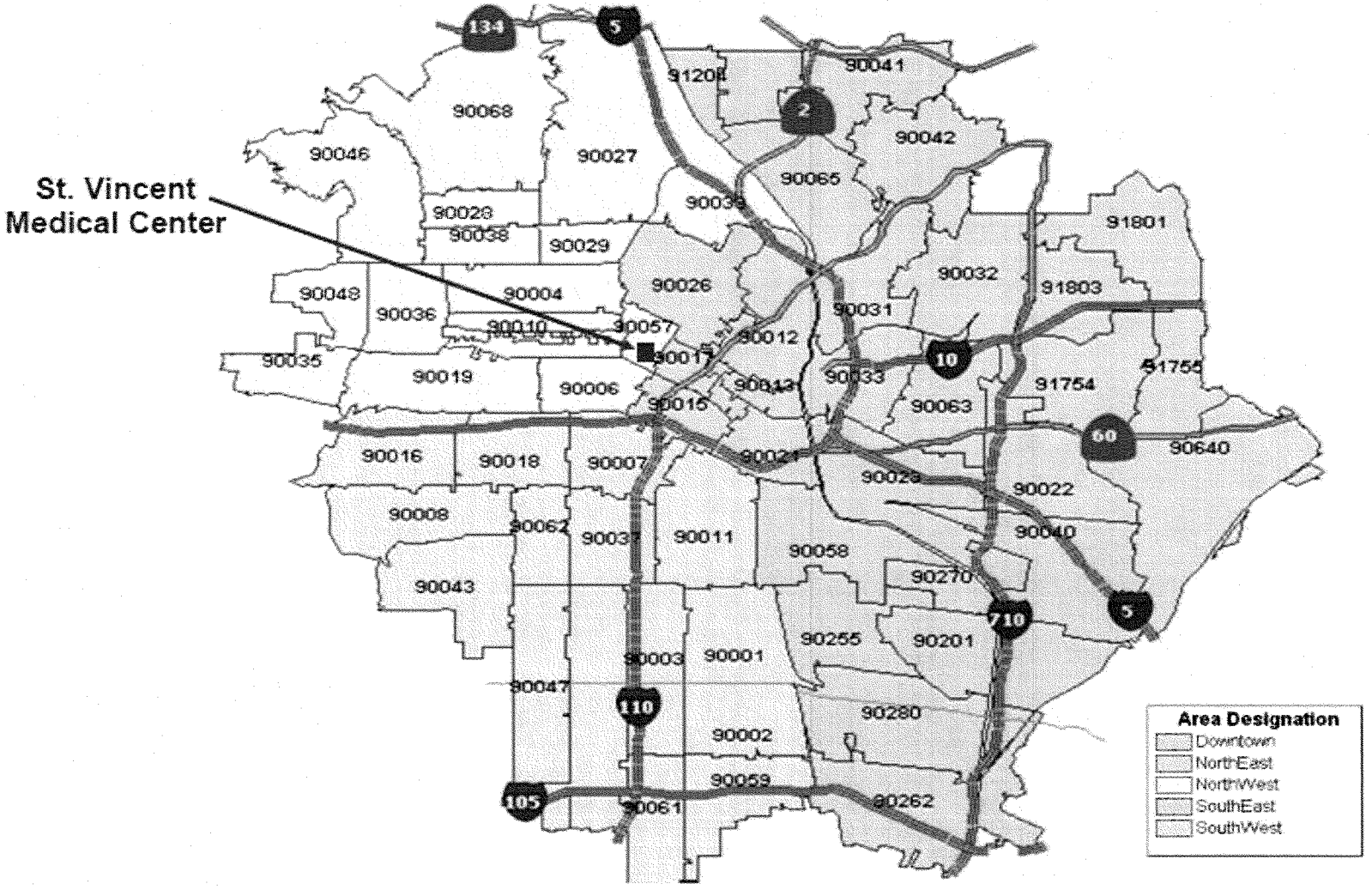
St. Vincent Medical Center

Community Benefit Report FY2017

St. Vincent Medical Center	Volume	Net Community Benefit Expense
Benefits for Persons Living in Poverty		
Charity Care at Cost	581	$ 1,511,635
Unreimbursed costs of public programs - Medi-Cal - Other indigent programs	15,259	$ 36,077,098
Community Health Improvement Services	-	$ -
Health Professions Education		$ -
Subsidized Health Services		$ -
Cash and in kind Contributions to Community Groups		$ -
Community Building Activities including CB operations		$ -
Total quantifiable community benefits for persons living in poverty	**15,840**	**$ 37,588,733**
Benefits for the Broader Community		
Community Health Improvement Services	1,514	$ 518,547
Health Professions Education	294	$ 265,212
Subsidized Health Services	9,642	$ 163,597
Research		$ -
Cash and in kind Contributions to Community Groups	-	$ 533,310
Community Building Activities including CB operations		$ -
Total quantifiable community benefits for the broader community	**11,450**	**$ 1,480,666**
Total Quantifiable Benefits	**27,290**	**$ 39,069,399**
Unpaid Costs of Medicare Program	**59,539**	**$ 26,918,311**
Total Qualitifiable Community Benefits Including Medicare	**86,829**	**$ 65,987,710**

SERVICE AREA MAP

Attachment B



Verity Health

Attachment C

Financial Assistance Policy Plain Language Summary

St. Vincent Medical Center, a not for profit acute care hospital, was established to serve the needs of the community. The hospital is committed to providing medical services to patients regardless of their ability to pay. St. Vincent Medical Center recognizes that not all patients have the financial resources to pay their hospital bill. This Plain Language Summary provides that basic information about our policy.

St. Vincent Medical Center Financial Assistance Policy

The Financial Assistance Program offers emergency and other medically necessary services at low cost or no cost to qualified patients. Whether patients are uninsured or underinsured, they can apply for financial assistance. Our staff will assist individuals in applying for eligible government health insurance programs and completing the financial assistance application, free of charge. Upon approval, patients may receive the following assistance:

0-200% of the Federal Poverty Level:	100% of patient balance
201-350% of the Federal Poverty Level:	Patient balance discounted using lesser of the amount generally billed to a patient with insurance coverage OR the amount of payment the hospital would be paid by a government program, such as Medicare, Medi-cal or other government sponsored health programs.

How to obtain copies of our Financial Assistance Policy and Applications

You may obtain a copy of our policy and application form free of charge in the following ways:

- St. Vincent Medical Center's website:
  stvincent.verity.org
- Visit our Eligibility and Enrollment Department at:
  St. Vincent Medical Center
  2131 West Third Street
  Los Angeles, CA 90057
  Phone (888) 874-2585
- Financial Assistance Policies, Applications and Plain Language Summaries are available in the following Languages: English, Korean and Spanish.

Financial Assistance Policy (Attached)

#19

Title 11, California Code of Regulations, § 999.5(d)(5)(E)

For each health facility that is the subject of the agreement or transaction, a description of the current policies and procedures regarding staffing for patient care areas; employee input on health quality and staffing issues; and employee wages, salaries, benefits, working conditions and employment protections

Employees at the Hospitals are referred to both as "employees" and "associates."

I. SETON MEDICAL CENTER

Seton Medical Center and Seton Coastside operate under one license, one Board of Directors, one hospital executive leadership team, one set of policies and procedures, and a collective bargaining agreement for each union that represents employees at both locations. The descriptions in this Section I and the associated supporting materials apply to both Seton Medical Center and Seton Coastside (collectively, "Seton Medical Center").

Staffing For Patient Care Areas

Seton Medical Center has established policies and procedures to ensure adequate staffing levels for patient care areas. Attached to this Section 999.5(d)(5)(E) as **Exhibit 1**, is a list of these staffing policies and procedures and staffing matrices.

Employee Input on Health Quality and Staffing Issues

The Conflict Resolution policy for employees and the Grievance Procedure for Non-Contractual Associates are attached to this Section 999.5(d)(5)(E) as **Exhibit 2**.

In addition, all employees have a variety of ways to provide input to hospital leaders:

- Employees can bring up suggestions in staff meetings, in meetings one-on-one with their immediate supervisor, and in all hands "town hall" meetings with the hospital CEO and other leaders. The CEO, Mark Fratzke, attends department staff meetings and unit huddles each week to share information in-person in small group settings and to answer any questions or respond to suggestions of associates. He also holds weekly employee forums and rounds consistently on all hospital units.

- Employees may raise suggestions or concerns to human resources or, if represented by a labor organization, to their union steward.

- Employees may call a toll-free telephone number or use a website to report concerns. Associates may anonymously report issues, concerns, or make suggestions.

Employee Wages, Salaries, Benefits, Working Conditions, and Employment Protections

Seton Medical Center has established policies and procedures that address employee wages, salaries, benefits, working conditions, and employment protections. A list of these policies and procedures is attached to this Section 999.5(d)(5)(E) as **Exhibit 3**.

Seton Medical Center provides an Employee Handbook, attached to this Section 999.5(d)(5)(E) as **Exhibit 4**, which was designed to provide Seton Medical Center employees with a better understanding of hospital policies, standards, benefits, and procedures. The Employee Handbook addresses issues regarding employment, the hiring process, performance expectations, hours and pay, benefits and retirement, health and safety, time away from work, and communication related to grievance. See the Compensation section at pages 17-20 and the Benefits section at pages 23-30 of the Employee Handbook.

Also attached to this Section 999.5(d)(5)(E) as **Exhibit 4** are the Code of Conduct and Associates Rights policies.

Collective Bargaining Agreements

Seton Medical Center is a party to the following collective bargaining agreements:

- CNA Local Contract 2016-2020 by and between Seton Medical Center and the California Nurses Association
    - This agreement addresses personnel categories, compensation and hours of work, premium pay, process for problem resolution, seniority, patient needs staffing, committees, discipline and discharge, resolution of staffing disputes, and benefits, among other employment-related matters.
- Collective Bargaining Agreement by and between Seton Medical Center and Engineers and Scientists of California IFPTE Local 20, May 1, 2017 through April 30, 2020
    - This agreement addresses compensation, premium pay, seniority, benefits, hours of work, and grievance procedure, among other employment-related matters.
- Collective Bargaining Agreement by and between Seton Medical Center / Seton Medical Center Coastside and the International Union of Operating Engineers Stationary Engineers, Local 39, October 1, 2108 through September 30, 2019
    - This agreement addresses compensation, seniority, premium pay, benefits, hours of work, discharge/suspension and grievance procedure, among other employment-related matters.
- Collective Bargaining Agreement by and between Seton Medical Center / Seton Medical Center-Coastside and National Union of Healthcare Workers, November 1, 2016 through October 31, 2019

- The agreement addresses classifications, wages, premium pay, process for problem resolution, seniority, layoff and recall, committees, discipline and discharge, and benefits, among other employment-related matters.

- Collective Bargaining Agreement by and between Seton Medical Center, O'Connor Hospital, St. Vincent Medical Center, and Saint Louise Regional Hospital and the California Nurses Association (Master Agreement), December 22, 2016 through December 21, 2020

    - This agreement addresses wages, process for dispute resolution, seniority, patient needs staffing, committees, discipline and discharge, resolution of staffing disputes, and benefits, among other terms and conditions of employment.

II. ST. FRANCIS MEDICAL CENTER

Staffing For Patient Care Areas

St. Francis Medical Center has established policies and procedures to ensure adequate staffing levels for patient care areas. Attached to this Section 999.5(d)(5)(E) as **Exhibit 5**, is a list of these staffing policies and procedures and staffing matrices.

Employee Input on Health Quality and Staffing Issues

The Conflict/Complaint Resolution policy is attached to this Section 999.5(d)(5)(E) as **Exhibit 6**.

All employees have a variety of ways to provide input to hospital leaders:

- Employees can bring up suggestions in staff meetings, daily huddles, in meetings one on one with their immediate supervisor or other leaders during rounding, and in all hands "town hall" meetings with the hospital CEO and other leaders.

- Every four hours, the Administrative House Supervisors hold nursing "huddles" for clinical supervisors and charge nurses on every 12-hour shift, where staffing and patient throughput are discussed.

- Each nursing unit has an established Shared Governance Unit Council, where staff communicates with each other to address opportunities for process improvement.
- Front line associates are encouraged to participate in several decision-making committees (*i.e.*, Linen Committee, Code Blue Committee, Value Analysis Committee, Stroke Committee, Sepsis Committee). New products are trialed by the associates who are using them, with required feedback on product safety and quality.

- Associates are encouraged to utilize the Chain of Command policy when staffing issues arise. (Charge Nurse – Supervisor or Manager – Director or House Supervisor – Chief Nursing Officer).

- A toll-free telephone number or website to report concerns. Associates may anonymously report issues, concerns, or make suggestions.

- Employees may raise suggestions or concerns to human resources or, if represented by labor organization, to their union steward.

- RNs have the opportunity to submit Staffing Objection Forms if concerns arise during their shifts. This information is addressed by nursing leadership and data is aggregated to proactively identify trends and work toward solutions.

- All associates have access to the Riskpro reporting system to report any concerns.

- Joint Labor Management Committee meetings involve Executive Leadership (CNO and Vice President of Human Resources), department leadership, union leadership, and frontline staff members where various issues and concerns can be discussed and resolved.

Employee Wages, Salaries, Benefits, Working Conditions, and Employment Protections

St. Francis Medical Center has established policies and procedures that address employee wages, salaries, benefits, working conditions, and employment protections. A list of these policies and procedures is attached to this Section 999.5(d)(5)(E) as **Exhibit 7**.

Relevant portions of St. Francis Medical Center's Employee Handbook are attached to this Section 999.5(d)(5)(E) as **Exhibit 8**. These policies were designed to provide St. Francis Medical Center employees with a better understanding of hospital standards. The policies address issues regarding performance expectations, hours, time away from work, and communication related to grievance.

Also attached to this Section 999.5(d)(5)(E) as **Exhibit 8** is the Code of Conduct.

Collective Bargaining Agreements

St. Francis Medical Center is a party to the following collective bargaining agreements:

- Collective Bargaining Agreement by and between O'Connor Hospital, Saint Louise Regional Hospital, St. Francis Medical Center, St. Vincent Medical Center, and SEIU United Healthcare Workers – West, November 1, 2018 through October 31, 2021

    - This agreement addresses classifications, wages, premium pay, process for problem resolution, seniority, layoff and recall, committees, discipline and discharge, committees, and benefits, among other employment-related matters.

- Labor Management Collective Bargaining Agreement by and between St. Francis Medical Center and St. Francis Registered Nurses Association, United Nurses Associations of California/Union of Health Care Professionals, December 29, 2017 through December 29, 2021.

    - This agreement addresses compensation and hours of work, premium pay, process for problem resolution, seniority, professional practice standards, discipline and discharge, and benefits, among other employment-related matters.

III. ST. VINCENT MEDICAL CENTER

Staffing For Patient Care Areas

St. Vincent Medical Center has established policies and procedures to ensure adequate staffing levels for patient care areas. Attached to this Section 999.5(d)(5)(E) as **Exhibit 9**, is a list of these staffing policies and procedures and staffing matrices.

Employee Input on Health Quality and Staffing Issues

The Open Door and Problem Resolution Policy is attached to this Section 999.5(d)(5)(E) as **Exhibit 10**.

All employees have a variety of ways to provide input to hospital leaders:

- Employees can bring up suggestions in staff meetings, in meetings one-on-one with their immediate supervisor, and in all hands "town hall" meetings with the hospital CEO and other leaders.

- Employees may raise suggestions or concerns to human resources or, if represented by a labor organization, to their union steward.

- On-line Incident Report system available 24/7. Employees are able to complete a report on any issue on-line and it is forwarded to the appropriate person for response.

- The Associate Safety Assurance Program is designed to provide data for a designated committee to review, analyze, and make recommendations for St. Vincent Medical Center to be a safer place to work.

- St. Vincent Medical Center's Open Door and Problem Resolution policy provides a mechanism for non-represented associates to voice concerns and make suggestions, and for management to respond. Union-represented associates may use the grievance procedure as outlined in their respective collective bargaining agreements.

Employee Wages, Salaries, Benefits, Working Conditions, and Employment Protections

St. Vincent Medical Center has established policies and procedures that address employee wages, salaries, benefits, working conditions, and employment protections. A list of these policies and procedures is attached to this Section 999.5(d)(5)(E) as **Exhibit 11**.

Also attached to this Section 999.5(d)(5)(E) as **Exhibit 12** is the Standards for Conduct.

Collective Bargaining Agreements

St. Vincent Medical Center is a party to the following collective bargaining agreements:

- Collective Bargaining Agreement by and between Seton Medical Center, O'Connor Hospital, St. Vincent Medical Center, and Saint Louise Regional Hospital and the California Nurses Association (Master Agreement), December 22, 2016 through December 21, 2020

    - This agreement addresses wages, process for dispute resolution, seniority, patient needs staffing, committees, discipline and discharge, resolution of staffing disputes, and benefits, among other terms and conditions of employment.

- Collective Bargaining Agreement by and between O'Connor Hospital, Saint Louise Regional Hospital, St. Francis Medical Center, St. Vincent Medical Center, and SEIU United Healthcare Workers – West, November 1, 2018 through October 31, 2021

This agreement addresses classifications, wages, premium pay, process for problem resolution, seniority, layoff and recall, committees, discipline and discharge, committees, and benefits, among other employment-related matters.

Title 11, California Code of Regulations, § 999.5(d)(5)(E)

Exhibit 1

Exhibit 1

Seton Medical Center Staffing Policies

Scheduling Staff

Plan for the Provision of Patient Care

Scope of Service

Staffing General

Staffing Matrix

Seton Medical Center

Department **Pre Access**

Cost Center Number 8631

Day	PM	Night
Rad Scheduling 4.8 Registrars Pre-Access 2 Registrars Surgical Scheduling 1 Registrar		

Staffing Matrix

Seton Medical Center

Department **Transportation (Shuttle & Courier Services)**

Cost Center Number 8491

Day	**PM**	**Night**
Driver (4) 1 driver (5:30 am to 2:00 pm) 1 driver (7:00 am to 3:30 pm) 1 driver (11:00 to 7:30 pm) 1 driver (10:00 am to 6:30 pm)	N/A	N/A

Staffing Matrix

Seton Medical Center
Department **Admitting**
Cost Center Number 8560

Day		**PM**		**Night**	
ER Dept	2 Admitting Coordinators	ER Dept	1 Admitting Coordinator	ER Dept	1 Admitting Coordinator
Main	4.5 Admitting Coordinators				
BC/Pre Reg	4 Admitting Coordinators	BC/Pre Reg	1 Admitting Coordinators		
Financial Advisors	4 Admitting Coordinators				
Star/ASC	3 Admitting Coordinators				
Coastside	2 Admitting Coordinators				
Per Diems	9 available				

*Shifts vary based on need

Staffing Matrix

Seton Medical Center

Department	**Case Management**	**Social Services**
Cost Center Number	8751	8360

Day	**PM**	**Night**
CM Manager (handling Bundle, ED and Float)		
CM Lead (handling ICU and Float)		
CM 5th		
CM 5th		
CM 6th		
CM 6th		
CM 7th		
	CM 7	
	CM ED	
CM ED		
CM ICU / FLOAT		
CMA 5&6		
CMA 6&7		
CMA ICU & 9		
Denials management CM		
Per-diem CM		
Per-diem CM		
Per-diem CM		
Palliative RN		
LCSW Lead hospital		
MSW - hospital		
LCSW lead post acute		
MSW DCP 9th MSW		
Coastside SWA		
Coastside		

Staffing Matrix

Seton Medical Center

Department **Clinical Technology**

Cost Center Number 8465

Day	PM	Night
Chief Engineer		
Biomed Technician		
Biomed Technician Temporary		
Biomed Technician Temporary		
Biomed Technician Temporary		
Biomed Technician Temporary		
Biomed Technician Temporary		
Biomed Technician		

Staffing Matrix

Seton Medical Center

Department **Clinical Technology**

Cost Center Number 8465

Day	PM	Night
PBX Telecommunications Operators PBX Telecommunications Operators	PBX Telecommunications Operators	PBX Telecommunications Operators

Staffing Matrix

Seton Medical Center

Department **Plant Maintenance**

Cost Center Number 8460

Day	PM	Night
Chief Engineer	Stationary Engineer	Stationary Engineer
Assistant Chief	Stationary Engineer	Stationary Engineer
Assistant Chief	Stationary Engineer	Stationary Engineer
Stationary Engineer		
Stationary Engineer		
Stationary Engineer		
Stationary Engineer		
Stationary Engineer		
Apprentice Painter		
Painter		

Nuclear Medicine

Dept. #	Department Name	Position Title	NUMBER	FTE	HOURS	WORK DAYS	Shift	Status
7650	Nuclear Medicine	NucMed Tech Lead	1.00	1.00	80	M-F	1	MLOA
7650	Nuclear Medicine	NucMed Tech	1.00	1.00	80	M-F	1	
7650	Nuclear Medicine	Office Coordinator	1.00	1.00	80	M-F	1	
7650	Nuclear Medicine	Tech Assistant	1.00	0.80	64	M,T,W,T	1	
		TOTAL	**4.00**	**3.80**	**304**			

SMC Nuclear Medicine Department On Call Hours

Dept. #	HR's / PP	Rate
7650	256	Half EE's Hourly / Salary

Radiology Technical staff /Nursing Schedule Schedule 7630

SHIFT LOCATION	SUN	MON	TUE	WED	THU	FRI	SAT	Weely Hours
0000-8:00am ER	8	8	8	8	8	8	8	56
7:00-3:30 TECH ASSIST		8	8	8	8	8		40
7:30-4:00 PORTA	8	8	8	8	8	8	8	56
7:30-4:00 OR #1		8	8	8	8	8	8	48
7:30-4:00 OR# 2	8	8		8				24
7:30-4:00 CT#1	8	8	8	8	8	8	8	56
8:00-4:30 CT#2/FLOAT	8	8	8	8	8	8	8	56
8:00-4:30 FLOURO		8	8	8	8	8		40
8:00-4:30 RM 3/4		8	8	8	8	8		40
8:30-5:00 OP X-RAY#1		8	8	8	8	8		40
8:00-4:30 MRI Aide		8	8	8	8	8	8	48
8:30-5:30 MRI #1		8	8	8	8	8	8	48
3:30pm-12:00am ER	8	8	8	8	8	8	8	56
3:30pm-12:00am OR/ER	8	8	8	8	8	8	8	56
4:00pm – 12:30am CT/ER	8	8	8	8	8	8	8	56
7:30-4:00 IR#1		8	8	8	8	8		40
9:30-6:00 IR#2		8	8	8	8	8		40
7:30-4:00 NURSE #1		8	8	8	8	8		40
8:30-5:00 NURSE #2		8	8	8	8	8		40

SMC Radiology Department On Call Hours		
Dept. #	**HR's / PP**	**Rate**
7630	132	Half EE's Hourly / Salary

SMC ULTRASOUND Radiology Department On Call Hours		
Dept. #	**HR's / PP**	**Rate**
7630	100	Half EE's Hourly / Salary

SMC IR Department On Call Hours		
Dept. #	**HR's / PP**	**Rate**
7631 Nurses	115	Half EE's Hourly / Salary
7631 Technical	66	Half EE's Hourly / Salary

9:30-6:00 NURSE #3		8		8		8		24
7:00-3:30 US Main		8	8	8	8	8		40
8:00-4:30 US Main		8	8	8	8	8		40
8:30-5:00 Breast Cr US		8	8	8	8	8		40
12-8:30 pm US Main		8	8	8	8	8		40
7:00-3:30 MAMMO#1		8	8	8	8	8		40
8:30-5:00 MAMMO#2		8	8	8	8	8		40
TRAINING								
LOA								
PTO/Day Off								
								1144 / 40 **28.6 FTE's Technical staff**

General Radiology / 1850 OutPatient Center Clerical Staff 7630 -7634-7636

Radiology Clerical Staff	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Weekly Hours
Rad Front Desk		8	8	8	8	8		40
Out Patient /Breast Center		8	8	8	8	8		40
GenRad Senior Office Coordinator		8	8	8	8	8		40
Out Patient /Breast Center Senior Office Coordinator		8	8	8	8	8		40
File Room		8	8	8	8	8		40

Perdiem			
Perdiem		8	8
Perdiem	8		8
			216

/ 40

5.4 FTE's Clerical staff

Total FTE'S **34 FTE**

Radiation Oncology

Dept. #	Department Name	Position Title	# OF EE's	FTE	HOURS	WORK DAYS	Shift	Status
7640	Radiation Oncology	Radiation Therapist	2.00	1.90	152	M-F	1	(.9) on MLAO
7640	Radiation Oncology	Simulation Radiation Therapist	1.00	1.00	80	M-F	1	RETIRING 5/10/19
7640	Radiation Oncology	Radiation Therapist	1.00	0.10	1	PD	1	
7640	Radiation Oncology	Supervisor / Dosimitrist	1.00	1.00	80	M-F	1	Vacant
7640	Radiation Oncology	RN	1.00	0.80	64	M,T,W,TH / VARIBLE	1	Vacant
7640	Radiation Oncology	Rad Tech Assisstan	1.00	1.00	80	M-F	1	
7640	Radiation Oncology	Senior Office Coordinator	1.00	1.00	80	M-F	1	
7640	Radiation Oncology	Pysicist	1.00	0.60	48	T,W,F	1	
7640	Radiation Oncology	Physicist	1.00	0.10	1	Contract	1	
7640	Radiation Oncology	Physicist	1.00	0.10	1	PD	1	
		TOTAL	11.00	7.60	587			

SMC Radiation Oncology Department On Call Hours		
Dept. #	HR's / PP	Rate
7640	48	Half EE's Hourly / Salary

SMCC Radiology Department

Dept. #	Department Name	Position Title	NUMBER	FTE	HOURS	WORK DAYS	Shift	Status
7630	SMCC RADIOLOGY	Lead X-ray Technologist	1.00	1.00	80	M-F	1	MLOA
7630	SMCC RADIOLOGY	X-ray Technologist	1.00	0.10	1	Per Diem	1	
7630	SMCC RADIOLOGY	X-ray Technologist	1.00	0.10	1	Per Diem	1	
7630	SMCC RADIOLOGY	X-ray Technologist	1.00	0.10	1	Per Diem	1	
		TOTAL	4.00	1.30	83			

SMCC Radiology Department On Call Hours

Dept. #	HR's / PP	Rate
7630	248	Half EE's Hourly / Salary

Echocardiography

Dept. #	Department Name	Position Title	NUMBER	FTE	HOURS	WORK DAYS	Shift	Status
7560	Echocardiology	Echo Tech II Lead	1.00	1.00	80	M-F	1	
7560	Echocardiology	Echo Tech II (Registered)	1.00	0.80	64	M, T, TH, F	1	
7560	Echocardiology	Echo Tech II (Registered)	1.00	0.60	48	M-TH	1	
7560	Echocardiology	Echo Tech II (Registered)	1.00	0.10		Per Diem	1	Per Diem
7560	Echocardiology	Echo Tech II (Registered)	1.00	0.10		Per Diem	1	Per Diem
		TOTAL	5.00	2.60	192			

Vascular Lab

Dept. #	Department Name	Position Title	NUMBER	FTE	HOURS	WORK DAYS	Shift	Status
7871	Vascular Lab	Vascular tech II	1.00	0.60	48	M-F	1	
7871	Vascular Lab	Vascular tech II	1.00	0.60	48	M-F	1	
7871	Vascular Lab	Vascular tech II	1.00	0.10		Per Diem	1	Per Diem
7871	Vascular Lab	Vascular tech II	1.00	0.10		Per Diem	1	Per Diem
		TOTAL	4.00	1.40	96			

Electrocardiology

Dept. #	Department Name	Position Title	NUMBER	FTE	HOURS	WORK DAYS	Shift	Status
7591	Electrocardiology	Cardiology Tech	1.00	1.00	80	M-F	1	
7591	Electrocardiology	Sr. Office Coordinator	1.00	1.00	80	M-F	1	
7591	Electrocardiology	Cardiology Tech	1.00	0.10		Per Diem	1	Per Diem
		TOTAL	3.00	2.10	160			

Electroencephalography

Dept. #	Department Name	Position Title	NUMBER	FTE	HOURS	WORK DAYS	Shift	Status
7620	Electroencephalography	Neurology Tech	1.00	0.75	60	M-F	1	
7620	Electroencephalography	Neurology Tech	1.00	0.10		Per Diem	1	Per Diem
		TOTAL	2.00	0.85	60			

RT(7720) and PFT (7730)

	Title	Status Hour	FTE	Contractual	Scheduling Patterns
1	RRT	60	0.75	Union	5 shifts per 2 wks - DAYS
2	CRT	72	0.9	Union	6 shifts per 2 weeks - NOCS
4	CRT	PD	0	Union	2 shifts per week - VARIABLE
3	RRT	48	0.6	Union	4 shifts per 2 weeks - DAYS
5	RRT	56	0.7	Union	4-5 shifts per 2 weeks - NOCS
6	RRT	48	0.6	Union	2 shifts per 2 weeks - DAYS
7	RRT	72	0.9	Union	6 shifts per 2 weeks - NOCS
8	CRT	72	0.9	Union	6 shifts per 2 weeks - DAYS
9	RRT	48	0.6	Union	2 shifts per 2 weeks -VARIABLE
10	RRT	72	0.9	Union	6 shifts per 2 weeks - NOCS
11	RRT	72	0.9	Union	6 shifts per 2 weeks - NOCS
12	RRT	72	0.9	Union	6 shifts per 2 weeks - DAYS
13	RRT	72	0.9	Union	6 shifts per 2 weeks - NOCS
14	RRT	PD	0	Union	2 Shifts per 2 weeks - VARIABLE
15	CRT	72	0.9	Union	6 shifts per 2 weeks - NOCS
16	RRT	60	0.75	Union	5 shifts per 2 wks - VARIABLE
17	RRT	PD	0	Union	2 shifts per 2 wks -VARIABLE
18	RRT	60	0.75	Union	5 shifts per 2 weeks - DAYS
19	RRT	72	0.9	Union	6 shifts per 2 weeks - DAYS
20	RRT	72	0.9	Union	6 shifts per 2 weeks - DAYS
21	RRT	72	0.9	Union	6 shifts per 2 weeks - NOCS
22	RRT	48	0.6	Union	4 shifts per 2 weeks - DAYS
23	RRT	72	0.9	Union	6 shifts per 2 weeks - DAYS
24	RRT	72	0.9	Union	6 shifts per 2 weeks - DAYS
25	RRT	PD	0	Union	2 Shifts per 2 weeks - VARIABLE
26	RRT	60	0.75	Union	5 shifts per 2 wks - NOCS
27	RRT	60	0.75	Union	5 shifts per 2 weeks - VARIABLE
28	RRT	72	0.9	Union	6 shifts per 2 weeks - DAYS
29	RRT	PD	0	Union	2 shifts per 2 weeks - VARIABLE
30	RRT	72	0.9	Union	6 shifts per 2 weeks - DAYS
31	RRT	72	0.9	Union	6 shifts per 2 weeks - DAYS
32	RRT	60	0.75	Union	5 shifts per 2 weeks - DAYS
33	RRT	48	0.6	Union	4 shifts per 2 weeks - DAYS
34	RRT	72	0.9	Union	6 shifts per 2 weeks - DAYS
35	RRT	PD	0	Union	2 shifts per 2 weeks - VARIABLE
36	RRT	PD	0	Union	2 shifts per 2 weeks - VARIABLE
37	CRT	72	0.9	Union	6 shifts per 2 weeks - DAYS
38	RRT	PD	0	Union	2 shits per 2 weeks - VARIABLE
39	RRT	72	0.9	Union	6 shifts per 2 weeks - DAYS
40	RRT	72	0.9	Union	6 shifts per 2 weeks - VARIABLE
41	RRT	72	0.9	Union	6 shifts per 2 weeks - DAYS
42	RRT	48	0.6	Union	2 shifts per 2 wks - NOCS

43	CRT	72	0.9	Union	6 shifts per 2 weeks - DAYS
44	RRT	72	0.9	Union	6 shifts per 2 weeks - NOCS
45	RRT	72	0.9	Union	6 shifts per 2 weeks - NOCS
46	RRT	72	0.9	Union	6 shifts per 2 weeks - DAYS
47	CRT	48	0.6	Union	2 shifts per 2 weeks - NOCS
48	RRT	72	0.9	Union	6 shifts per 2 weeks - NOCS
49	RRT	72	0.9	Union	6 shifts per 2 weeks - DAYS
50	RRT	72	0.9	Union	6 shifts per 2 weeks - DAYS
51	CRT	72	0.9	Union	6 shifts per 2 weeks - DAYS
52	RRT	72	0.9	Union	6 shifts per 2 weeks - DAYS
53	Sr. O.C.	80	1	Union	10 shifts per 2 weeks - DAYS
54	CRT	48	0.6	Union	6 shifts per 2 weeks - DAYS
					Due to resignation 4/19
Total		3040	38		

PT (7770) - ST (7780) - OT (7790)

	Title	Status Hour	FTE	Contractual / Contractual	Scheduling Patterns
1	PT	PD	0		2 shifts per 4 week schedule
2	AIDE	40	0.5	Union	
3	AIDE	64	0.8	Union	
4	PT	PD	0		2 shifts per 4 week schedule
5	PT	72	0.9		
6	AIDE	48	0.6	Union	
7	PT	PD	0		3 shifts per 4 week schedule
8	PT	80	1		5 shifts every week (flexes between Setoin /Coastside)
9	Manager	80	1		
10	AIDE	40	0.5	Union	3 shifts per every week
11	AIDE	PD	0	Union	
12	PT	64	0.8		4 shifts every week
13	PT	80	1		
14	PT	64	0.8		
15	PT	PD	0		1 shift every other week
16	PT	80	1		13 week assignmet
17	PT	80	1		14 week assignmet
18	PT	80	1		15 week assignmet
20	OTR	PD	0		3 shifts every week
21	OTR-SW	48	0.6		5 shifts at Seton Coastside (currently)
22	OTR-SW	PD	0		3-4 shifts per week

23	OTR	72	0.9		
24	OTR	PD	0		3 shifts per week
25	OTR	80	1		5 shifts per week
26	OTR-SW	PD	0		2 shifts per 4 weeks
27	OTR-	80	1	13 week assignment	5 shifts every week
28	SLP	PD			2 shifts every week
29	SLP-RPE	48	0.6		
30	SLP	PD			1 shift per week or every other week
31	SLP	PD			4 shifts every week
32	SLP	PD			3 shifts per month (weekends)
33	SLP	64	0.8		
Total		1264	15.8		

Coastside

	Title	Status Hour	FTE	Contractual / Contractual	Scheduling Patterns
1	AIDE	80	1	Union	
2	PT Assistant	48	0.6	Union	
3					PT from Seton Assists with assignments 4-5shifts per week
					OT from Seton Assists with assgnments 5 shifts per week
	SLP	PD	0		2 shifts per week
		80	1		
		PD	0		
		80	1		
Total		2816	35.2		

RT 7720 Seton		Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Par Level Per shift
6:00-18:30	RT Day Shift	132	132	132	132	132	132	132	132	132	132	132	132	132	132	11 x 12hrs
18:00-6:30	RT Night Shift	72	72	72	72	72	72	72	72	72	72	72	72	72	72	6x 12hrs
7:30-16:00	Sen Office Coordinator		8	8	8	8	8			8	8	8	8	8	8	TOTAL HOURS
Total Hours		204	204	204	204	204	204	204	204	204	204	204	204	204	204	2856

PT 7770 Seton		Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Par Level Per shift
																39 bed SNF 3.5 PTs par level + acute volume based
8:00-16:30	PT Day Shift	52	52	52	52	52	52	52	52	52	52	52	52	52	52	6.5 x 8 hrs
8:30-16:30	PTA Day Shift	16	16	16	16	16	16	16	16	16	16	16	16	16	16	2 x 8 hrs
8:00-16:30	Manager		8	8	8	8	8	0	0	8	8	8	8	8	0	TOTAL HOURS
Total Hours		68	76	76	76	76	76	68	68	76	76	76	76	76	68	1032

ST 7780 Seton		Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Par Level Per shift
																39 bed SNF 1 ST par level + acute volume based
8:00-16:30	ST Day Shift	8	16	16	16	16	16	8	8	16	16	16	16	16	8	2 x 8 hrs
																TOTAL HOURS
Total Hours		8	16	16	16	16	16	8	8	16	16	16	16	16	8	192

OT 7790 Seton		Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Par Level Per shift
																39 bed SNF 2 OTs par level + acute volume based
8:00-16:30	OT Day Shift	0	24	24	24	24	24	8	0	24	24	24	24	24	1	3 x 8 hrs
																TOTAL HOURS
Total Hours		0	24	24	24	24	24	8	0	24	24	24	24	24	8	256

PT 7770 Coastside		Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Par Level Per shift
																116 bed SNF 2.5 PT/PTA/PTA aide par level + outpatient volume based
8:00-16:30	PT Day Shift	0	8	8	8	8	8	0	0	8	8	8	8	8	0	6.5 x 8 hrs
8:30-16:30	PTA Day Shift	0	16	16	16	8	8	0	0	16	16	16	8	8	0	2 x 8 hrs
8:00-16:30	Unit Coordinator		8	8	8	8	8	0	0	8	8	8	8	8	0	TOTAL HOURS
Total Hours		0	32	32	32	24	24	0	0	32	32	32	24	24	0	288

ST 7780	Par Level Per shift

Coastside		Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	116 bed SNF 0.5 ST par level + outpatient volume based
8:00-16:30	ST Day Shift	0	8	0	4	0	4	0	0	8	0	4	0	4	0	4-8 hrs
																TOTAL HOURS
Total Hours		0	8	0	4	0	4	0	0	8	0	4	0	4	0	32

OT 7790																Par Level Per shift
Coastside		Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	116 bed SNF 1 OT par level + outpateint volume based
8:00-16:30	OT Day Shift	0	8	8	8	8	8	0	0	8	8	8	8	8	0	8 hrs
																TOTAL HOURS
Total Hours		0	8	8	8	8	8	0	0	8	8	8	8	8	0	80

Staffing Matrix

Seton Medical Center Coastside

Department **Dietary**

Cost Center Number 8340-120 (Coastside)

Day	PM	Night
Cook (1.4 FTE) Dietary Clerk I (1.7) Dietary Clerk II (1.4) Registered Dietitian/Supervisor* (1.0) Food Service Aide (2.8)	Dietary Clerk I (1.1) Food Service Aide (0.9)	

*RD for all Coastside patients plus kitchen supervision

Staffing Matrix

Seton Medical Center

Department **Dietary**

Cost Center Number 8340-110 (Seton)

Day	PM	Night
Cook (2.8 FTE) Storekeeper (1.0) Food Service Aide (13.9) Dietary Clerk I (1.4) Dietary Clerk II (1.4) Registered Dietitian (4.4) Clinical Nutrition Manager (1.0) Director, Food & Nutrition (1.0) Manager, Food & Nutrition (1.0) Office Manager (1.0)	Cook (1.4 FTE) Food Service Aide (6.0) Food Service Lead (1.3) Dietary Clerk I (1.4)	

* Registered Dieitian also functions as kitchen supervisor on the weekends 16hr/week

**Clinical Nutrition Manager also functions as a Registered Dietitian 16-24hr/week

Staffing Matrix

Seton Medical Center
Department **Clinical Education**
Cost Center Number 8740

Day	PM	Night
Director of Clinical Education - 1 Director of Staff Development - 1 Staff Development Educator - 2 Clinical Nurse Specialist - 1		

Staffing Matrix

Seton Medical Center
Department **Environmental Services**
Cost Center Number 8350, 8440

Day	PM	Night
EVS Seton 16 Environmental Service Technicians 1 Linen **EVS Coastside** 8 Environmental Service Technicians 1 Linen	18 Environmental Service Technicians 1 Linen 1 Environmental Service Technician	2 Environmental Service Technicians

Staffing Matrix

Seton Medical Center
Department **GI**
Cost Center Number 7760

Day	**PM**	**Night**
5 Procedure RNs .3 per diems available		

Staffing Matrix

Seton Medical Center

Department **Health Information Management**

Cost Center Number 8540 & 8700

Day	PM	Night
Outpatient Coder 2 Inpatient coders 1 coder (ER & Ancillary) 1 Coder (Ancillary) 3.1 Clinical Doc Imoprovement Specs Director, HIM Admin Asst/Data Analyst 7 Medical Record Clerks	2 Medical Record Clerks	

Staffing Matrix

Seton Medical Center
Department **Hospital Administration**
Cost Center Number 8610

Day	**PM**	**Night**
CEO COO CFO CNE Chief Medical Officer Director, Business Development 2 Executive Assistants		

Staffing Matrix

Seton Medical Center
Department **Infusion Center**
Cost Center Number 7881

Day	PM	Night
5 RNs (2.4 worked) .8 Certified Nurse Assistant .8 Unit Coordinator		

Staffing Matrix revised 4/15/19

Sub-Acute CC6560

Day Shift			
Census	RN	LVN	CNA
44	2	6	6
43	2	6	6
42	2	6	6
41	2	6	6
40	2	5	5
39	2	5	5
38	2	5	5
37	2	5	5
36	2	5	5
35	2	5	5
34	2	4	5
33	2	4	5
32	2	4	4
31	2	4	4
30	2	4	4
29	2	4	4
28	2	4	4
27	2	4	4

PM Shift			
Census	RN	LVN	CNA
44	2	6	5
43	2	6	5
42	2	5	5
41	2	5	5
40	2	5	5
39	2	5	4
38	2	5	4
37	2	5	4
36	2	4	4
35	2	4	4
34	2	4	4
33	2	4	4
32	2	4	4
31	2	4	4
30	2	4	4
29	2	4	4
28	2	4	4
27	2	4	4

Night Shift			
Census	RN	LVN	CNA
44	2	4	4
43	2	4	4
42	2	4	4
41	2	4	4
40	2	4	4
39	2	4	4
38	2	4	4
37	2	3	4
36	2	3	3
35	2	3	3
34	2	3	3
33	2	3	3
32	2	3	3
31	2	3	3
30	2	3	3
29	2	3	3
28	2	3	3
27	2	3	3

	CNA
6.7	2.7
6.9	2.8
6.9	2.9
7.0	2.9
6.8	2.8
6.8	2.7
6.9	2.7
6.9	2.8
6.7	2.7
6.9	2.7
6.8	2.8
7.0	2.9
7.0	2.8
7.2	2.8
7.5	2.9
7.7	3.0
8.0	3.1
8.3	3.3

Staffing Matrix revised 4/15/19

ICU CC6010

Shift:	Day Shift - 7 Days					Shift:	Night Shift - 7 Days				Total	WH/UOS
Census	CN	RN	Break Nurse	Mngt	US	Census	CN	RN	Break Nurse	US		
1	1	1	0		0	1	1	1	0	0	48.0	48.00
2	1	1	0		0	2	1	1	0	0	24.0	12.00
3	1	2	0		0	3	1	2	0	0	24.0	8.00
4	1	2	0		0	4	1	2	0	0	18.0	4.50
5	1	3	0		0	5	1	3	1	0	21.6	4.32
6	1	3	1		0.5	6	1	3	1	0	21.0	3.50
7	1	4	1		0.5	7	1	4	1	0	21.4	3.06
8	1	4	1		0.5	8	1	4	1	0	18.8	2.34
9	1	5	1		1	9	1	5	1	0	20.0	2.22
10	1	5	1		1	10	1	5	1	0	18.0	1.80
11	1	6	1		1	11	1	6	1	0	18.5	1.69
12	1	6	1		1	12	1	6	1	0	17.0	1.42
13	1	7	1		1	13	1	7	1	0	17.5	1.35
14	1	7	1		1	14	1	7	1	0	16.3	1.16

Staffing Matrix revised 4/15/19

MedSurg Acute 5th floor cc6178

Shift:	Day Shift - 7 Days						Shift:	Evening Shift - 7 Days						Shift:	Night Shift - 7 Days						Total	WH/UOS
Census	CN	Nurse	Break Nurse	Mgmt	CNA	US	Census	CN	Nurse	Break Nurse	Mgmt	CNA	US	Census	CN	Nurse	Break Nurse	CNA	US		
1	1	1	0		0	0	1	1	1	0		0	0	1	1	1	0	0	0	48	48.00
2	1	1	0		0	0	2	1	1	0		0	0	2	1	1	0	0	0	48	24.00
3	1	1	0		0	0	3	1	1	0		0	0	3	1	1	0	0	0	48	16.00
4	1	1	0		0	0	4	1	1	0		0	0	4	1	1	0	0	0	48	12.00
5	1	1	0		0	0	5	1	1	0		0	0	5	1	1	0	0	0	48	9.60
6	1	2	0		0	0	6	1	2	0		0	0	6	1	2	0	1	0	80	13.33
7	1	2	0		1	0	7	1	2	0		1	0	7	1	2	0	1	0	96	13.71
8	1	2	0		1	0	8	1	2	0		1	0	8	1	2	0	1	0	96	12.00
9	1	2	0		1	0	9	1	2	0		1	0	9	1	2	0	1	0	96	10.67
10	1	2	0		1	0	10	1	2	0		1	0	10	1	2	0	1	0	96	9.60
11	1	3	0		2	0	11	1	3	0		2	0	11	1	3	0	1	0	136	12.36
12	1	3	0		2	0	12	1	3	0		2	0	12	1	3	0	1	0	136	11.33
13	1	3	0		2	0.5	13	1	3	0		2	0.5	13	1	3	0	1	0	144	11.08
14	1	3	0		2	0.5	14	1	3	0		2	0.5	14	1	3	0	1	0	144	10.29
15	1	3	0		2	0.5	15	1	3	0		2	0.5	15	1	3	0	1	0	144	9.60
16	1	4	1		2	1	16	1	4	1		2	1	16	1	4	1	1	0	200	12.50
17	1	4	1		2	1	17	1	4	1		2	1	17	1	4	1	1	0	200	11.76
18	1	4	1		2	1	18	1	4	1		2	1	18	1	4	1	1	0	200	11.11
19	1	4	1		2	1	19	1	4	1		2	1	19	1	4	1	1	0	200	10.53
20	1	4	1		2	1	20	1	4	1		2	1	20	1	4	1	1	0	200	10.00
21	1	5	1		2	1	21	1	5	1		2	1	21	1	5	1	1	0	224	10.67
22	1	5	1		2	1	22	1	5	1		2	1	22	1	5	1	1	0	224	10.18
23	1	5	1		2	1	23	1	5	1		2	1	23	1	5	1	1	0	224	9.74
24	1	5	1		2	1	24	1	5	1		2	1	24	1	5	1	1	0	224	9.33
25	1	5	1		2	1	25	1	5	1		2	1	25	1	5	1	1	0	224	8.96
26	1	6	1		2	1	26	1	6	1		2	1	26	1	6	1	1	0	248	9.54
27	1	6	1		2	1	27	1	6	1		2	1	27	1	6	1	1	0	248	9.19
28	1	6	1		2	1	28	1	6	1		2	1	28	1	6	1	1	0	248	8.86
29	1	6	1		2	1	29	1	6	1		2	1	29	1	6	1	1	0	248	8.55
30	1	6	1		2	1	30	1	6	1		2	1	30	1	6	1	1	0	248	8.27
31	1	7	1		2	1	31	1	7	1		2	1	31	1	7	1	1	0	272	8.77
32	1	7	1		2	1	32	1	7	1		2	1	32	1	7	1	1	0	272	8.50
33	1	7	1		2	1	33	1	7	1		2	1	33	1	7	1	1	0	272	8.24
34	1	7	1		2	1	34	1	7	1		2	1	34	1	7	1	1	0	272	8.00
35	1	7	1		2	1	35	1	7	1		2	1	35	1	7	1	1	0	272	7.77
36	1	8	1		4	1	36	1	8	1		4	1	36	1	8	1	1	0	328	9.11
37	1	8	1		4	1	37	1	8	1		4	1	37	1	8	1	1	0	328	8.86
38	1	8	1		4	1	38	1	8	1		4	1	38	1	8	1	1	0	328	8.63

Staffing Matrix revised 4/15/19

MS Tele 6th Floor **CC6179**

Shift:	Day Shift - 7 Days						
Census	CN	RN	Break Nurse	MGMT	CNA	MT	US
1	1	1	0		0	1	0
2	1	1	0		0	1	0
3	1	1	0		0	1	0
4	1	1	0		0	1	0
5	1	2	0		0	1	0
6	1	2	0		1	1	0
7	1	2	0		1	1	0
8	1	2	0		1	1	0
9	1	3	0		1	1	0
10	1	3	0		1	1	0
11	1	3	0		2	1	0
12	1	3	0		2	1	0
13	1	4	0.5		2	1	0.5
14	1	4	0.5		2	1	0.5
15	1	4	0.5		2	1	0.5
16	1	4	0.5		2	1	1.0
17	1	5	1		2	1	1
18	1	5	1		2	1	1
19	1	5	1		2	1	1
20	1	5	1		2	1	1
21	1	6	1		2	1	1
22	1	6	1		2	1	1
23	1	6	1		2	1	1
24	1	6	1		2	1	1
25	1	7	1		2	1	1
26	1	7	1		2	1	1
27	1	7	1		2	1	1
28	1	7	1		2	1	1
29	1	8	1		2	1	1
30	1	8	1		3	1	1
31	1	8	1		3	1	1
32	1	8	1		3	1	1
33	1	9	1		3	1	1
34	1	9	1		3	1	1
35	1	9	1		3	1	1
36	1	9	1		3	1	1
37	1	10	1		4	1	1
38	1	10	1		4	1	1
39	1	10	1		4	1	1
40	1	10	1		4	1	1
41	1	11	1		4	1	1
42	1	11	1		4	1	1
43	1	11	1		4	1	1
44	1	11	1		4	1	1
45	1	12	1		4	1	1
46	1	12	1		4	1	1
47	1	12	1		4	1	1
48	1	12	1		4	1	1

Shift:	Evening Shift - 7 Days						
Census	CN	RN	Break Nurse	MGMT	CNA	MT	US
1	1	1	0		0	1	0
2	1	1	0		0	1	0
3	1	1	0		0	1	0
4	1	1	0		0	1	0
5	1	2	0		0	1	0
6	1	2	0		1	1	0
7	1	2	0		1	1	0
8	1	2	0		1	1	0
9	1	3	0		1	1	0
10	1	3	0		1	1	0
11	1	3	0		2	1	0
12	1	3	0		2	1	0
13	1	4	0.5		2	1	0.5
14	1	4	0.5		2	1	0.5
15	1	4	0.5		2	1	0.5
16	1	4	0.5		2	1	1.0
17	1	5	1		2	1	1
18	1	5	1		2	1	1
19	1	5	1		2	1	1
20	1	5	1		2	1	1
21	1	6	1		2	1	1
22	1	6	1		2	1	1
23	1	6	1		2	1	1
24	1	6	1		2	1	1
25	1	7	1		2	1	1
26	1	7	1		2	1	1
27	1	7	1		2	1	1
28	1	7	1		2	1	1
29	1	8	1		2	1	1
30	1	8	1		3	1	1
31	1	8	1		3	1	1
32	1	8	1		3	1	1
33	1	9	1		3	1	1
34	1	9	1		3	1	1
35	1	9	1		3	1	1
36	1	9	1		3	1	1
37	1	10	1		4	1	1
38	1	10	1		4	1	1
39	1	10	1		4	1	1
40	1	10	1		4	1	1
41	1	11	1		4	1	1
42	1	11	1		4	1	1
43	1	11	1		4	1	1
44	1	11	1		4	1	1
45	1	12	1		4	1	1
46	1	12	1		4	1	1
47	1	12	1		4	1	1
48	1	12	1		4	1	1

Shift:	Night Shift - 7 Days							Total	WH/UOS
Census	CN	RN	Break Nurse	CNA	MT	US			
1	0.7	1	0	0	1	0		69.3	69.33
2	0.7	1	0	0	1	0		69.3	34.67
3	0.7	1	0	0	1	0		69.3	23.11
4	0.7	1	0	0	1	0		69.3	17.33
5	0.7	2	0	0	1	0		93.3	18.67
6	0.7	2	0	1	1	0		117.3	19.56
7	0.7	2	0	1	1	0		117.3	16.76
8	0.7	2	0	1	1	0		117.3	14.67
9	1	3	0	1	1	0		144.0	16.00
10	1	3	0	1	1	0		144.0	14.40
11	1	3	0	1	1	0		160.0	14.55
12	1	3	0	1	1	0		160.0	13.33
13	1	4	0	1	1	0		200.0	15.38
14	1	4	0	1	1	0		200.0	14.29
15	1	4	0	1	1	0		200.0	13.33
16	1	4	0	1	1	0		208.0	13.00
17	1	5	1	1	1	0		248.0	14.59
18	1	5	1	1	1	0		248.0	13.78
19	1	5	1	1	1	0		248.0	13.05
20	1	5	1	1	1	0		248.0	12.40
21	1	6	1	1	1	0		272.0	12.95
22	1	6	1	1	1	0		272.0	12.36
23	1	6	1	1	1	0		272.0	11.83
24	1	6	1	1	1	0		272.0	11.33
25	1	7	1	1	1	0		296.0	11.84
26	1	7	1	1	1	0		296.0	11.38
27	1	7	1	1	1	0		296.0	10.96
28	1	7	1	1	1	0		296.0	10.57
29	1	8	1	1	1	0		320.0	11.03
30	1	8	1	1	1	0		336.0	11.20
31	1	8	1	1	1	0		336.0	10.84
32	1	8	1	1	1	0		336.0	10.50
33	1	9	1	1	1	0		360.0	10.91
34	1	9	1	1	1	0		360.0	10.59
35	1	9	1	1	1	0		360.0	10.29
36	1	9	1	1	1	0		360.0	10.00
37	1	10	1	1	1	0		400.0	10.81
38	1	10	1	1	1	0		400.0	10.53
39	1	10	1	1	1	0		400.0	10.26
40	1	10	1	1	1	0		400.0	10.00
41	1	11	1	1	1	0		424.0	10.34
42	1	11	1	1	1	0		424.0	10.10
43	1	11	1	1	1	0		424.0	9.86
44	1	11	1	1	1	0		424.0	9.64
45	1	12	1	1	1	0		448.0	9.96
46	1	12	1	1	1	0		448.0	9.74
47	1	12	1	1	1	0		448.0	9.53
48	1	12	1	1	1	0		448.0	9.33

Staffing Matrix revised 4/15/19

Surgical Acute 7th Floor **CC6172**

Shift:	Day Shift - 7 Days						Shift:	Evening Shift - 7 Days						Shift:	Night Shift - 7 Days						Total	WH/UOS
Census	CN	Nurse	Break Nurse	Mgmt	CNA	US	Census	CN	Nurse	Break Nurse	Mgmt	CNA	US	Census	CN	Nurse	Break Nurse	CNA	US		
1	1	1	0		0	0	1	1	1	0		0	0	1	1	1	0	0	0	48	48.00
2	1	1	0		0	0	2	1	1	0		0	0	2	1	1	0	0	0	48	24.00
3	1	1	0		0	0	3	1	1	0		0	0	3	1	1	0	0	0	48	16.00
4	1	1	0		0	0	4	1	1	0		0	0	4	1	1	0	0	0	48	12.00
5	1	1	0		0	0	5	1	1	0		0	0	5	1	1	0	0	0	48	9.60
6	1	2	0		1	0	6	1	2	0		1	0	6	1	2	0	1	0	96	16.00
7	1	2	0		1	0	7	1	2	0		1	0	7	1	2	0	1	0	96	13.71
8	1	2	0		1	0	8	1	2	0		1	0	8	1	2	0	1	0	96	12.00
9	1	2	0		1	0	9	1	2	0		1	0	9	1	2	0	1	0	96	10.67
10	1	2	0		1	0	10	1	2	0		1	0	10	1	2	0	1	0	96	9.60
11	1	3	0		2	0	11	1	3	0		2	0	11	1	3	0	1	0	136	12.36
12	1	3	0		2	0	12	1	3	0		2	0	12	1	3	0	1	0	136	11.33
13	1	3	0		2	0.5	13	1	3	0		2	0.5	13	1	3	0	1	0	144	11.08
14	1	3	0		2	0.5	14	1	3	0		2	0.5	14	1	3	0	1	0	144	10.29
15	1	3	0		2	0.5	15	1	3	0		2	0.5	15	1	3	0	1	0	144	9.60
16	1	4	1		2	1	16	1	4	1		2	0.5	16	1	4	1	1	0	196	12.25
17	1	4	1		2	1	17	1	4	1		2	0.5	17	1	4	1	1	0	196	11.53
18	1	4	1		2	1	18	1	4	1		2	0.5	18	1	4	1	1	0	196	10.89
19	1	4	1		2	1	19	1	4	1		2	0.5	19	1	4	1	1	0	196	10.32
20	1	4	1		2	1	20	1	4	1		2	0.5	20	1	4	1	1	0	196	9.80
21	1	5	1		2	1	21	1	5	1		2	0.5	21	1	5	1	1	0	220	10.48
22	1	5	1		2	1	22	1	5	1		2	0.5	22	1	5	1	1	0	220	10.00
23	1	5	1		2	1	23	1	5	1		2	0.5	23	1	5	1	1	0	220	9.57
24	1	5	1		2	1	24	1	5	1		2	0.5	24	1	5	1	1	0	220	9.17
25	1	5	1		2	1	25	1	5	1		2	0.5	25	1	5	1	1	0	220	8.80
26	1	6	1		2	1	26	1	6	1		2	0.5	26	1	6	1	1	0	244	9.38
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35	1	7	1		2	1	35	1	7	1		2	0.5	35	1	7	1	1	0	268	7.66
36	1	8	1		4	1	36	1	8	1		4	0.5	36	1	8	1	1	0	324	9.00
37	1	8	1		4	1	37	1	8	1		4	0.5	37	1	8	1	1	0	324	8.76
38	1	8	1		4	1	38	1	8	1		4	0.5	38	1	8	1	1	0	324	8.53

Staffing Matrix

Seton Medical Center

Department **Central Transport, Nursing Admin, Float Personnel**

Cost Center Number 8370,8720,8730

Day	PM	Night
RN, (ICU) Nurse Admin RN, (ICU) Nurse Admin RN, (ICU) Nurse Admin - AAA - One Shift Supv, Nurse Admin - A - One Shift Supv, Nurse Admin - A - One Shift Supv, Nurse Admin - 83D Supv, Nurse Admin - R - One Shift Supv, Nurse Admin - A - One Shift Supv, Nurse Admin - AAA - One Shift Supv, Nurse Admin - A Supv, Nurse Admin - A - One Shift Supv, Nurse Admin - A RN, Nurse Admin - D RN, Nurse Admin - AAA - One Shift RN, Nurse Admin - D Admin Assist, Nursing Admin - 8D Staffing Clerk, Nurse Admin - R - One Shift Staffing Clerk, Nurse Admin - 8D Staffing Clerk, Nurse Admin - 8D Staffing Clerk, Nurse Admin - LOA Staffing Clerk, Nurse Admin - 8D - One Shift CNA, Nursing/Float PL, D CNA, Nursing/Float PL, D+ CNA, Nursing/Float PL, D CNA, Nursing/Float PL, LOA Transporter, Nursing Admin/SMC - IP Transport - 8D Transporter, Nursing Admin/SMC - IP Transport - 83D Transporter, Nursing Admin/SMC - IP Transport - D Transporter, Nursing Admin/SMC - IP Transport - 83D Transporter, Nursing Admin/SMC - IP Transport - WC Transporter, Nursing Admin/SMC - IP Transport - 7D Transporter, Nursing Admin/SMC - IP Transport - LOA Transporter, Nursing Admin/SMC - IP Transport - 8D	RN, (ICU) Nurse Admin Supv, Nurse Admin - P12 RN, Nurse Admin - 11D Transporter, Nursing Admin/SMC - IP Transport - 11D Transporter, Nursing Admin/SMC - IP Transport - 10D Transporter, Nursing Admin/SMC - IP Transport - 10D RN, (ICU) Nurse Admin = 1	

RN, (ICU) Nurse Admin = 2 + 1 PD

Supv, Nurse Admin = 3 + 6 PD RN, Nurse Admin - 2 + 1PD Admin Assist, Nursing Admin = 1 Staffing Clerk, Nurse Admin = 2 + 2 PD + 1 LOA CNA, Nursing/Float PL = 3 + 1 LOA Transporter, Nursing Admin/SMC - IP Transport = 7 + 1 LOA Totals: 18 FTE and 10 PD and 3 LOA	Supv, Nurse Admin = 1 RN, Nurse Admin = 1 Transporter, Nursing Admin/SMC - IP Transport = 3 Totals = 6 FTE	

Staffing Matrix

Seton Medical Center
Department **Pre-Op & PACU**
Cost Center Number 7427

Day	**PM**	**Night**
8.3 RN, including 1 PACU Charge and I Pre-Op charge 1 CNA 1 Unit Secretary	1.8 RN	

Staffing Matrix

Seton Medical Center

Department **Pathology Lab Services**

Cost Center Number 7520

Day	PM	Night
MED TRANSCRIBER (1 FTE) PATHOLOGY ASST (1)		

Staffing Matrix

Seton Medical Center

Department **Clinical Laboratory**

Cost Center Number 7500-110 (Seton)

Day	PM	Night	Variable Shifts
CLIENT SERVICE REP (1 FTE)	CLIN LAB SCIENTIST LEAD (1 FTE)	CLIN LAB SCIENTIST II (2 FTE)	CLIENT SERVICE REP (0.8 FTE)
CLIN LAB SCIENTIST I (1)	CLINICAL LAB TECH (1)	CLIN LAB SCIENTIST LEAD (1)	CLIN LAB SCIENTIST I (.01)
CLIN LAB SCIENTIST II (2)	LAB ASST II/PHLEB (1)	CLINICAL LAB TECH (1)	CLIN LAB SCIENTIST II (0.2)
CLIN LAB SCIENTIST LEAD (4)	LAB ASST III/PHLEB/PROC (2)		LAB ASST II/PHLEB (.02)
CLIN LAB SCIENTIST SPECIALIST (2)			LAB ASST III/PHLEB/PROC (1.09)
CLINICAL LAB TECH (1)			
COORD LIS (0.8)			
LAB ASST II/PHLEB (5.7)			
LAB ASST III/PHLEB/PROC (4.1)			
LAB CLIENT SERVICES SUPERVISOR (1)			
LAB OFFICE SUPERVISOR (0.85)			
MANAGER, LABORATORY (1)			

Staffing Matrix

Seton Medical Center - Coastside

Department **Clinical Laboratory - Coastside**

Cost Center Number 7500

Day	PM	Night
LAB ASST II/PHLEB (0.01)		

Staffing Matrix- Seton Medical Center

Department- Pharmacy
Cost Center Number- 7710

Day	PM	Night
Pharmacist 6:30 I	Pharmacist 14:00 I Technician	Pharmacist 20:45 N
Pharmacist 8:00 PK	13:30 IV (Fri & Sat) Technician	Technician 20:45 N
Pharmacist 8:30	14:30 UD Technician 15:00	
Pharmacist 8:30 ICU/ED	Anes Pharmacist 12:30	
Pharmacist 9:00 LTC		
Technician 6:30 P		
Technician 7:00 UD		
Technician 8:00 IV		
Technician 10:30 P (Mon-Fri)		
Buyer (Mon-Fri)		
Sr Technician/Biller (2 positions) (Mon-Fri)		
ID Pharmacist (Mon-Fri)		
Director of Pharmacy (Mon-Fri)		

Staffing Matrix - Seton Coastside

Department- Pharmacy
Cost Center Number-7710

Day	PM	Night
Pharmacist in Charge (Mon-Fri) Technician (M,W,F)		

Staffing Matrix

Seton Medical Center
Department: **Mail**
Cost Center Number: 8310

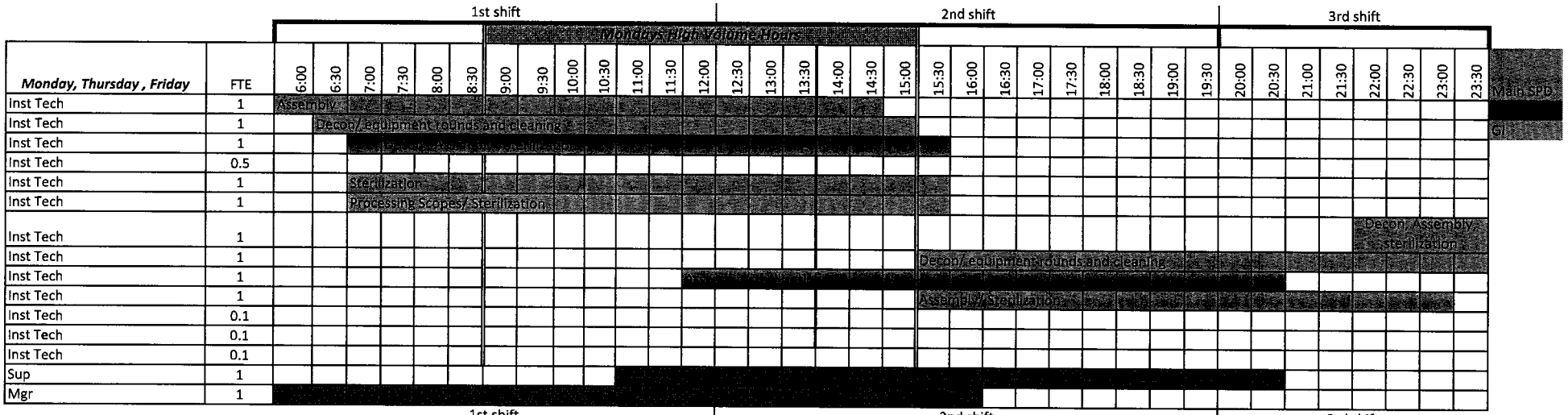
Day	**PM**	**Night**
1 FTE; DAY SHIFT ONLY	N/A	N/A

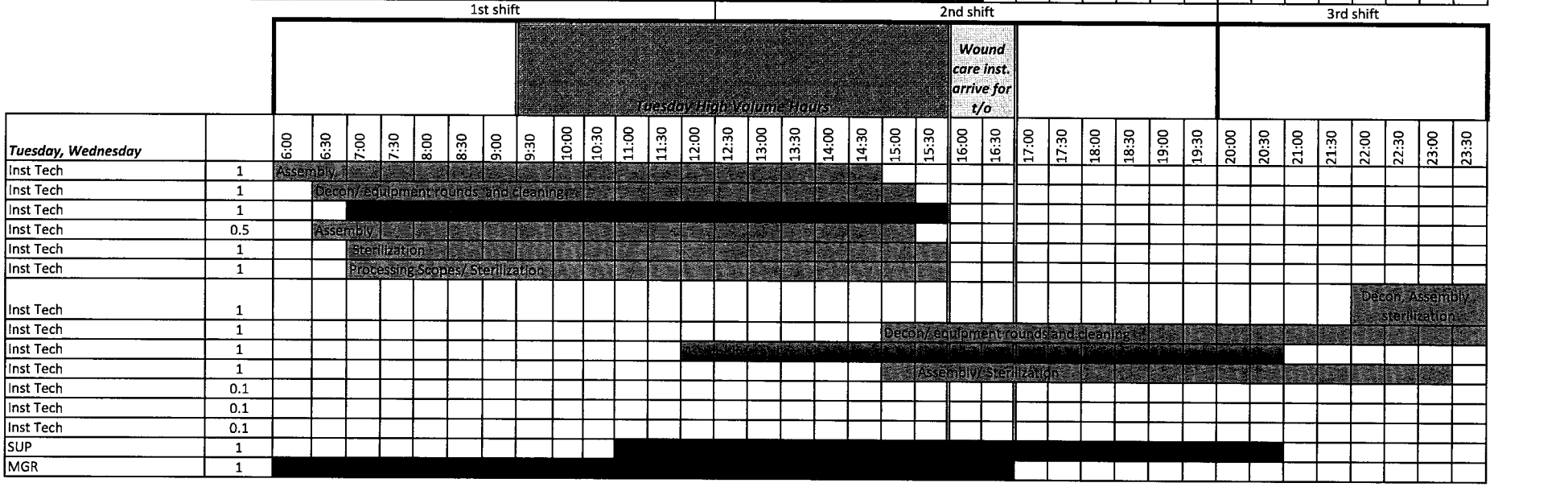
Staffing Matrix

Seton Medical Center
Department: **Materials Management**
Cost Center Number: 8400

Day	PM	Night
MATERIALS COORDINATOR; DAY ONLY; 1 FTE CENTRAL TECH I; 0.7 FTE; VARIABLE SHIFTS CENTRAL TECH; 0.9 FTE; DAY ONLY CENTRAL TECH; 0.5 FTE; VARIABLE SHIFTS CENTRAL TECH; 1 FTE; VARIABLE SHIFTS CENTRAL TECH; 0.9 FTE; VARIABLE SHIFTS OR BUYER; 1 FTE DAY ONLY CENTRAL TECH; PER DIEM; VARIABLE SHIFTS CENTRAL TECH; 0.9 FTE; DAY ONLY CENTRAL TECH; 0.6 FTE; VARIABLE CENTRAL TECH ; 0.6 FTE; VARIABLE SHIFTS CENTRAL TECH; 1 FTE; DAY ONLY RECEIVING CLERK; 1 FTE; DAY ONLY SUPERVISOR; 1 FTE; DAY ONLY		N/A N/A N/A N/A N/A N/A N/A N/A N/A N/A

Department: **Sterile Processing**
Cost Center : 8385





		1st shift													2nd shift															3rd shift							
Saturday, Sunday, Holiday		6:00	6:30	7:00	7:30	8:00	8:30	9:00	9:30	10:00	10:30	11:00	11:30	12:00	12:30	13:00	13:30	14:00	14:30	15:00	15:30	16:00	16:30	17:00	17:30	18:00	18:30	19:00	19:30	20:00	20:30	21:00	21:30	22:00	22:30	23:00	23:30
Inst Tech	1															On Call (decon, assembly, Sterilization)																						
Inst Tech	1																																			
Inst Tech	1																																			
Inst Tech	0.5																																			
Inst Tech	1																																			
Inst Tech	1																																			
Inst Tech	1																																			
Inst Tech	1														Decon, Assembly, Sterilization, equipment round and cleaning																						
Inst Tech	1																																			
Inst Tech	1																																			
Inst Tech	0.1																																			
Inst Tech	0.1																																			
Inst Tech	0.1																																			
Sup	1																																			
Mgr	1																																			

Title 11, California Code of Regulations, § 999.5(d)(5)(E)

Exhibit 2

Seton Medical Center
Seton Coastside
A Part of Verity Health
Together in Health

TITLE: CONFLICT RESOLUTION

Department: Human Resources		***Effective Date***	10/2016
		Date Revised	5/2017
Manual	***Human Resources***	***Author***	Human Resources
Replaces the following Policies:		***Responsible Person***	Director of Human Resources

Policy

Seton Medical Center/Seton Coastside (SMC/SC) is committed to a policy of collaboration and resolution of conflicts between employees. The purpose of this policy is to describe the various mechanisms to resolve conflicts pertaining to working conditions, interpersonal relationships, participation in medical care or other concerns and to resolve internal disputes arising out of issues related to disruptive behavior. Employees utilizing this process in good faith will be protected from any retaliatory actions.

This policy covers Hospital Employees. It is the policy of Seton Medical Center to resolve conflicts through consensus building, team building, team approach, progressive discipline, or other resolution methodologies while still providing mutual respect and personal integrity.

1. PROCEDURE

Procedure for conflict resolution process:

- Employees who have completed his/her initial introductory period may use the Conflict Resolution Process to resolve issues involving conflicts.
-

Discussion with conflicting party:

- Employees are encouraged to have an initial discussion with his/her conflicting party. It is recommended that the employee and conflicting party utilize the Steps for Resolution of Conflicting Parties format below to reach resolution of the issue.

Seton Medical Center
Seton Coastside
A Part of Verity Health
Together in Health

TITLE: CONFLICT RESOLUTION

Steps for Resolution of Conflicting Parties:

Step One

Obtain agreement from all parties that they will:

- Work to resolve the conflict.
- Treat each other with respect.
- Be clear and truthful about what is really bothering them and what they want to change.
- Listen to other participants and make an effort to understand the views of others.
- Be willing to take responsibility for their behavior.
- Be willing to compromise.

Step 2

With the assistance of the Department Director and/or Human Resources

1. Arrange for all parties to confront the problem.
   - Select a time as soon as all parties have "cooled down."
   - Meet at a place that is neutral for all parties.
2. Have all participants describe the conflict in clear terms and describe behaviors, feelings and desired changes.
   - Direct participants to use "I," not "you," and to focus on specific behaviors and problems, not on people.
3. Ask participants to restate what the others have said.

Seton Medical Center
Seton Coastside
A Part of Verity Health
Together in Health

TITLE: CONFLICT RESOLUTION

4. Summarize the conflict based on what you have heard and obtain agreement from participants.

5. Start brainstorming to find solutions.

- Ask each participant to offer a solution.
- List all of the options presented (either verbally or on flip chart).
- Discuss all of the options in a positive manner.
- Rule out any options that participants agree are unworkable.

6. Summarize all possible options for a solution.

7. Assign further analysis of each option to a participant

Step 3

- Obtain agreement from all parties on next steps.
- Close meeting by having participants agree on next steps and thank each other for working to resolve the conflict.
- Have the Department Director or Human Resources summarize and conclude the resolution and distribute to the involved parties.

If by utilizing the process in Steps for Resolution of Conflicting Parties does not result in a satisfactory resolution, the Employees member may:

- Contact Human Resources for facilitation of resolution the conflict.
- Complete a Complaint Form

Employees can opt to forgo the Steps for Resolution of Conflicting Parties process and contact Human Resources directly.

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TITLE: GRIEVANCE PROCEDURE FOR NON-CONTRACTUAL ASSOCIATES

Department: Human Resources		***Effective Date***	6/83
		Date Revised	06/84, 03/87, 05/91, 11/96, 05/97, 04/02, 03/04, 03/05, 08/11, 7/16, 6/17.
Manual	***Human Resources***	***Author***	Human Resources
Replaces the following Policies:		***Responsible Person***	Director of Human Resources

Policy

Seton Medical Center/Seton Medical Center Coastside has established a grievance procedure for non-contractual employees to provide them with an opportunity to address and resolve concerns that they may have regarding the terms and conditions of their employment, and/or working conditions. This policy does not apply to claims involving sexual or other forms of unlawful harassment. Such claims should be filed immediately with the Human Resources Office Pursuant to the Medical Center policy against unlawful harassment. Those claims will be addressed in the accordance with the provisions of that policy. It is the policy of the organization to treat employees fairly and equitably and to insure that employees have the opportunity to adequately discuss and resolve work related issues.

Procedure

Employees are encouraged to utilize this procedure without fear or reprisal. No associate will be discriminated or retaliated against because the associate has elected to utilize this policy.

Grievance Steps

The following procedure is designed to ensure that the associate receives a fair and prompt response to issues raised in the grievance. Employees who wish to initiate the grievance procedure must follow the steps listed below. These steps must be followed in the appropriate order, and within the time limits provided in this policy.

Step 1 – Immediate Supervisor – (Informal)

Employees shall attempt to resolve issues at the lowest level of the Grievance Procedure with their immediate supervisor. The Associate must discuss the issues or issues with their supervisor within ten (10) business days of the occurrence or occurrences (If the supervisor is unavailable to meet with the associate the reasons for the unavailability must be documented). Unavailability of the supervisor may be an automatic advance to the next level of the Grievance Procedure. This Step advancement must be approved in writing by the Director of Human Resources or his/her designee.

Seton Medical Center
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TITLE: GRIEVANCE PROCEDURE FOR NON-CONTRACTUAL ASSOCIATES

Step 2 – Review by Department Manager

If there is not a satisfactory resolution to the Grievance at the Step 1 level, or if the grievance is automatically advanced to Step 2, the grievant may file a formal Grievance in writing to the Department Manager within five (5) working days of the response.

The written grievance shall be received by the Department Manager within five (5) working days of the Step 1 response or with the approval of Human Resources advancing the Grievance to Step 2 because of unavailability.

Within ten (10) business days of receipt of the Grievance the Department Manager will meet with the Associate, collect appropriate information and respond in writing to the Grievant.

If the Grievant is not satisfied with the response, the Grievant may advance the Grievance to Step 3 of the Grievance process within five (5) business days of receipt of the response.

Step 3 – Review by Director of Human Resources or Designee

Upon receipt of the Grievance the Director of Human Resources (or his/her designee) will review the issues set forth in the Grievance. The Director of Human Resources will confer with all parties including the Supervisor, Manager and Grievant and if appropriate any witnesses who may have knowledge of the Grievance.

The Director of Human Resources will have fifteen (15) calendar days from receipt of the grievance to render the opinion in writing. The Director or designee will meet with the Grievant to discuss the opinion.

The opinion will be final. If there are changes, monetary or otherwise the decision shall be implemented within five (5) calendar days of receipt of the opinion.

Title 11, California Code of Regulations, § 999.5(d)(5)(E)

Exhibit 3

Exhibit 3

Seton Medical Center List of Policies and Procedures that Address Employee Wages, Salaries, Benefits, Working Conditions and Employment Protections

1. Alcohol and Drug-Free Workplace
2. Associate and/Occupational Health
3. Associate Classification
4. Associate Personnel Records
5. Associates Rights
6. Attendance (Absenteeism and Tardiness)
7. Authorization of Volunteer Caregivers
8. Background Screening
9. Bereavement Leave
10. California Paid Sick Leave for Non-Benefited/Non-Contractual Employees
11. Change of Records
12. Confidentiality
13. Conflict Resolution
14. Contracted Staff
15. Cultural Diversity
16. Domestic Violence Reporting
17. Employee Rights
18. Educational Programs, Attendance at
19. Employment of Relatives
20. Equality Employment Opportunity
21. Exit Interviews
22. Grievance Procedure
23. Harassment
24. Identification Badge
25. Illness and Injury Prevention Program
26. Jury and Civic Duty
27. Kin Care
28. Languages
29. Leaves of Absence
30. Licensure, Primary Source Verification
31. Meal and Rest Period
32. Military Leave
33. New Associate Orientation
34. New Hire Orientation
35. New Student and Volunteer Orientation
36. Non Exempt Associate Travel
37. Paid Time Off and Extended Sick Leave Programs
38. Paid Time Off Donation
39. Paid Time Off – Emergency Cash Out
40. Payroll Distribution
41. Performance Review Program

42. Personal Appearance
43. Personal Leave of Absence
44. Position Control Review
45. Professional Memberships
46. Records, Change of
47. Reduction in Force
48. Reduction in Hours
49. References
50. Referral Awards Program
51. Registry Temporary Personnel
52. Relocation Assistance
53. Resignations, Terminations
54. Relatives, Employment of
55. Safety, Injury and Illness Prevention
56. Salary Administration
57. Shift Differential
58. Solicitation and Distribution of Written Materials
59. Staffing General
60. Standards of Conduct and Corrective Discipline
61. Time and Attendance
62. Transitional Duty Program
63. Travel, Non-Exempt Associate
64. Tuition Reimbursement
65. Use of Personal Cell Phones
66. Wage Garnishments and Levies
67. Workplace Violence

Employment Policies for all Verity Associates

1. Gifts and Awards
2. Non-Retaliation
3. Labor Productivity Management
4. Position Control
5. Shift Differential
6. Standards for Associate Conduct
7. Transfer Policy
8. Values Line Reporting and Response

Title 11, California Code of Regulations, § 999.5(d)(5)(E)

Exhibit 4

Seton Medical Center
Seton Coastside
A Part of Verity Health
Together in Health

EMPLOYEE HANDBOOK

Seton Medical Center
Seton Coastside
A Part of Verity Health
Together in Health

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Seton Medical Center
Seton Coastside
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Together in Health

Welcome

Welcome to Seton Medical Center/Seton Medical Center Coastside (SMC/SMCC). I hope you share our pride in being a part of a caring and professional team.

We make every effort to employ qualified individuals, without regard to race, color, religion, national origin, race, sex, gender identity, disability or sexual orientation. This policy is consistent with our mission of providing the highest quality care to our patients.

Our Employees are one of the most valuable resources we offer to our patients and other customers. Your skills and compassions with patients and the community guarantee that the caring tradition established by our founders will continue to flourish.

We have designated this Handbook to clarify for you our philosophy, policies and benefits. Please refer to SMC/SMCC Human Resources Policy and Procedure Manual for a complete description or contact the Human Resources Department if you have any questions.

We are glad that you have chosen to work with us and hope that your employment will be a rewarding experience.

John Ferrelli

John Ferrelli
President and Chief Executive Officer
Seton Medical Center & Seton Medical Center Coastside

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Our Mission

We promote healthy families, responsible stewardship of the environment, and a just society through value-based relationships and community-based collaboration.

What is Verity Health System?

Composed of four hospitals in Northern California and two in Southern California and Verity's physician network and Verity Medical Foundation, our health system partners with our community physicians to provide quality, compassionate care to our patients and their family members.

Together we are Verity Health.

Verity Health System Values:

Respect
We demonstrate that we value others and ourselves through our words and actions.

Caring
We provide our patients and their families with compassionate, quality care, treating them and each other with kindness.

Integrity
We act with honesty and transparency and do the right thing.

Passion
We are dedicated to making a difference in the health of our communities and in the lives of those we serve.

Stewardship
We are committed to being wise stewards of our resources, creative in our approach to challenges and opportunities, and accountable for the results we want to achieve as a charitable organization.

Our Affiliated Groups

Each of our facilities has affiliated groups who donate their time on an unpaid basis to support our organization in various ways. These separate lay groups include the Auxiliary, Employees, Volunteers and are affiliated with one of our facilities. The primary function of these groups is fund raising and support for facility programs.

Customer Service

To our patients and visitors, you are SMC/SMCC. Your relationship with them should be courteous, friendly and thoughtful. Your attitude and helpfulness at a time when they may be in pain, frightened or worried, will long be remembered in connection with our facilities.

Our Ethics

Our ethics include an obligation to keep in strict confidence all that pertains to patients and their affairs. This obligation extends to every Employee. If you are offered gifts or money from patients, please refuse them politely. It is part of your job to render the best care and service to all we serve. Accepting gratuities or breaching patient confidentiality is inappropriate and may be grounds for termination of employment.

Statement of Understanding

This handbook summarizes the general Human Resources Policies, which applies to all Employees, except where varied for Employees covered by collective bargaining agreements. This handbook does not contain all the details of our Human Resources Policies, and if there is any conflict, the provisions of the Human Resources Policy and Procedure Manual will take precedence. You are encouraged to familiarize yourself with the contents of both the Employee Handbook and the Human Resources Policy and Procedure Manual. Verbal commitments made by managers should not be construed as policy. This Handbook is not and should not be construed as a contract of employment.

Employment is "at will" and is not guaranteed for any period of time. Either you or SMC/SMCC may end employment at any time or without advance notice or cause. SMC/SMCC reserve the right to make changes in policies and practices.

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OUR COMMITMENT TO YOU

Employee Relations Philosophy

We believe Employees want an organization of which they can be proud, where they contribute to a common good, where they enjoy their work and are empowered to apply their energy, talent and ideas to grow and to continuously improve. We believe Employees (employees) also want an organization where they may participate in decisions, are listened to, and fairly treated; where honesty, teamwork and diversity in the workforce are valued; where people have the knowledge, authority and resources to do their work and where everyone shares in the reward of a job well done.

The commitment of SMC/SMCC is to provide a caring environment where these needs can be filled. Recognizing that our activities and service often take place in an atmosphere of intensity and high demand, the environment will also encourage support from the medical staff, management, and co-workers.

As we move into the future, we want to build on our values and develop new ways to continue to provide the best patient care services.

Equal Employment Opportunity

We pride ourselves in our long-standing policy to offer fair and equal employment opportunity for qualified individuals, without regard to race, color, national origin, age, sex, marital status, sexual orientation, gender identity, religion, veteran, status, or disability defined by law. This policy is consistent with our mission of providing the highest quality care to our patients.

Additionally it is our policy to maintain an environment free of sexual harassment. Employee conduct, whether intentional or unintentional, verbal or physical, that results in harassment of other Employees because of their gender, or other reasons, will not be tolerated.

The foregoing policy will continue to apply to hiring, placement, promotion, transfer, recruitment, layoff, compensation, benefits, and selection for training and all other aspects of employment.

Questions regarding this policy should be directed to the Human Resources Department. All such questions will be held in strictest confidence with no fear of reprisal or job jeopardy.

All Employees are expected to support these policies and to bring management's attention any instance where these policies are not followed.

Drug Free Workplace

Our policies prohibit Employees from using, distributing, or being under the influence of illegal drugs in the work place. Strict disciplinary action, including termination, will be imposed on any Employee violating the drug abuse policy. Additionally, all Employees are encouraged to notify the Director of Human Resources or the Manager of Employee Health of any Employee suspected of committing a drug offense in the work place.

Employment of Relatives

Relatives are likely to make good Employees. However, the potential for preferential treatment may exist. To ensure equal opportunity for all candidates, applicants who are relatives of an Employee will be considered for employment upon the approval of Human Resources, and with the provision that there is no direct or indirect supervisory relationship between the Employee and the relative, or where there is no influence affecting employment of the relative. A relative is defined as a spouse, parent, in-law, sibling, child, stepchild, other close relative of the Employee, legally domiciled adult* or significant other.

*Legally domiciled adult is someone who is not an eligible dependent child, and is over 18, who, during the calendar year has as his/her principal place of residence and Employee's home, is a member of the Employee household, and for whom the Employee provides more than 50% support, or is the Employee's domestic partner.

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EMPLOYMENT EXPECTATIONS AND STANDARDS

Physical Assessments

Physical assessments are required of Employees prior to employment with us. These are provided at no cost to you. Certain departments, because of the type of work performed, may require annual lab testing or other exams.

Appearance

Every Employee is a representative of our facilities and thereby becomes a part of our public image. Personal cleanliness, neatness, and appropriate adherence to the dress code enhance your professional appearance and inspire confidence in your ability. Good judgment in grooming should be exercised at all times and appropriate business attire should be worn. Employees working in certain job classifications may be required to wear uniforms. If you have any questions regarding appropriate work attire, please ask your supervisor.

New Employee Orientation

As an introduction to SMC/SMCC and the workplace, all new Employees are required to attend an orientation program during the first month of employment. The purpose of the program is to familiarize you with our history, mission, organization, services and resources, workplace safety, policies and benefits. You will also have the opportunity to ask questions.

Each department will conduct a more detailed orientation regarding specific department policies and job assignments.

Name Badges

All Employees are issued photograph/name identification cards. Please wear your name badge at all times while on duty. It is important that patients and visitors are able to identify you. Your name badge may be needed and shown to civil authorities as identification in the event of a disaster.

Employee Classifications

All our Employees fall into the following job classifications:

- Regular Full Time-Working a predetermined work schedule of 40 hours per week.
- Regular Part Time-Working a predetermined schedule of less than 40 hours, but at least 20 hours per week.
- Limited Part Time-Working a predetermined work schedule of less than 20 hours per week.
- Casual (Relief of Per Diem)-Working intermittently, as needed and does not work a pre-determined, fixed schedule.
- Temporary-Working on a one-time, non-recurring basis for a specific period of time (usually 90 days or less).

Regular full time and part time Employees are entitled to receive benefits, with the exception that regular part time Employees will receive any paid time off at a prorated amount determined by the number of hours worked. Limited part time and causal Employees do not receive benefits.

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PERFORMANCE EXPECTATIONS

Introductory Period

The first ninety days of your employment are considered a "get acquainted" period. During this period you will have the opportunity to demonstrate your ability, interest in the job, and compatibility with coworkers. The introductory period allows your supervisor to determine whether you will satisfactorily fulfill the requirements of your job, and you will decide whether you wish to remain in this position. A performance evaluation will occur at the end of this period. A per diem Employee's introductory period will end after the Employee has completed 135 days of employment.

Performance Review

Your performance will normally be reviewed annually with your supervisor. During this evaluation, goals are set for the next year, responsibilities are clarified and job performance is reviewed and noted. This is your opportunity to find out how well you are meeting expectations and in what areas you may need to improve. Your progress and involvement with us is important, so we encourage you to participate actively in these evaluations.

You are entitled to know what criteria are used in judging performance and are encouraged to obtain this information at the beginning of your employment. We want you to be an active and effective part of our organization and this can occur only if mutual expectations are thoroughly communicated and agreed upon.

Confidentiality

As an Employee, you may have access to personal, medical or financial information regarding patients and/or SMC/SMCC Employees. You have a legal and ethical responsibility to observe the confidentiality of such information.

If you are approached by a representative or a reporter from a newspaper, magazine, television, radio station, or any other form of media, please refer the party to the Communications Department. Representatives from Communications are responsible for responding to all inquiries regarding SMC/SMCC and specific patients. Any inquiries regarding an Employee should be referred to Human Resources.

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Absence and Tardiness

Employees need time away from work for rest, relaxation, recuperation from illness, and personal and family needs. For this reason, regular Employees are offered considerable time away from work in the forms of Paid Time Off (vacation and sick leave), Bereavement Leave, Jury Duty and several types of unpaid leaves of absence.

It is equally important, however, for managers to be able to rely upon regular and consistent attendance by Employees. Unexcused or excessive absences must be avoided in the interest of all Employees (employees) and patients.

The following definitions are used as guidelines for absences and tardiness.

Excused Absence – When an Employee has sought and been granted in advance time off from work by his/her supervisor.

Unexcused Absence – When an Employee has failed to report to work when scheduled, and/or has failed to remain at work for the duration of the shift, and without supervisory approval.

Tardiness – When an Employee reports or returns to his/her designated work area after the scheduled starting time, breaks, or lunch period.

Reporting Illness – If you are unable to report for work due to illness, injury, or other emergencies, or if you are unable to report to work on time, you are required to notify your supervisor before the start of the shift. We request that you let your supervisor know as early as possible. The minimum requirement is 60 minutes prior to the start of your shift. If your department is closed a message may be left with the Nursing Supervisor in charge. You must contact your immediate supervisor once your department is open to report your illness. Nursing staff should make an attempt to contact their direct supervisor; if unable to do so, please contact the Staffing Office or House Supervisor as early as possible so that a replacement can be found.

You may be asked to provide written verification of your illness or emergency. In addition, written verification from your attending physician or health care provider is required for absences of more than three consecutive days.

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Standards of Conduct

To provide an environment conductive to the delivery of quality patient care, all Employees must maintain professional standard of conduct and performance. Failure to adhere to these standards will result in disciplinary action and/or immediate discharge. Any disciplinary action taken by SMC/SMCC will be guided by these principles:

- Falsifying or altering employment applications, physical examination questionnaires, work records, time cards or other official records;
- Theft, deliberate damage, unauthorized removal or possession of SMC/SMCC property or property of any person/patient whose property is within our facilities;
- Deliberate failure to observe safety rules and regulations;
- Gambling, gross misconduct in the discharge of standards of work behavior; insubordination, refusal to perform work within an Employee (employee)'s classification, or carry out a reasonable directive;
- Excessive tardiness and absenteeism or abuse of benefits and privileges; feigning illness or the misrepresentation of reasons in applying for a leave of absence, sick leave or other time off from work;
- Use of alcohol or drugs during working hours or immediately in advance of coming to work (where the Employee is, while at work, still under the effect of such consumption);
- Conduct endangering the life, safety or health of others; fighting, disruptive or other inappropriate conduct while on SMC/SMCC premises;
- Possessing any firearms or weapons in or on facility premises;
- Unauthorized verbal or written disclosure or release of information and/or records regarding our patients and/or operations;
- Smoking in any facility by Employees;
- Posting or removal of literature, handbills or petitions on facility premises without authorization from a department manager or appropriate management official;
- Sleeping on the job, wasting time (loafing), intentional slowdown of productivity or intentional disruption of the workplace;
- Excessive performance of personal or business on organizational premises without proper authorization, to include, but not limited to, the following:
  a. The use of SMC/SMCC equipment for personal reasons
  b. Improper or unauthorized use of SMC/SMCC property or facilities

- Other actions, which, in the judgment of Management, could result in serious adverse consequences to SMC/SMCC, the department, another Employee or the welfare of a patient.

Problems can often be corrected through informal discussion with your supervisor, department manager, or a member of the Human Resources Department, but you should familiarize yourself with the procedures for the administration of disciplinary action. We reserve the right to use any level of discipline we deem appropriate when implementing disciplinary actions.

Accommodation Staff Requests

Employees may request that they not be required to participate in an aspect of patient care, including treatment, where there is perceived conflict with the staff member's cultural values, ethics, or religious beliefs. Our policy ensures that patient care will not be compromised while the Employee's request is being evaluated.

If an Employee perceives that participation in the care of a patient conflicts with personal cultural values, ethics, or religious beliefs, he/she should immediately contact his/her supervisor or the Nursing Supervisor. The supervisor will immediately assign another Employee, if available, to care for the patient while the issue is being resolved. This will ensure that the patient's care is not negatively affected. This may require that two Employees trade patient responsibilities or that an additional Employee is called to assume the assignment. If another Employee is not readily available, attempts will be made to find another qualified Employee to assume the assignment. At no time shall the care of the patient be compromised.

The supervisor/manager will evaluate the Employee's request based upon the following considerations:

The request is deemed valid and can be accommodated within the Employee's (employee's) current department without compromising patient care or placing undue hardship on the departmental operations. This accommodation may be made on a long-term or short-term basis.

The request is deemed valid but cannot be accommodated within the Employee current department. In this situation, the manager/supervisor will refer the Employee to Human Resources in an effort to seek another position within the organization. This may be a permanent or temporary transfer. If such a position

is not available, the Employee may request an unpaid leave of absence or be separated from the organization as a voluntary resignation.

The request is deemed invalid and therefore not granted.

Once the supervisor/manager has evaluated the situation, a decision will be made whether or not such an accommodation can be granted. In most cases the decision will be made within 24 hours following notification.
Failure of an Employee to participate in patient care as directed or failure to provide an acceptable level of care will result in disciplinary action.

Gratuities/Solicitations

Every patient and customer is entitled to the best care and service you can provide without partiality of any kind. Accordingly, Employees may not accept tips or other gratuities from patients, their relatives, and friends or from firms with which we do business. If you are offered gifts or money from patients, please refuse them politely. Accepting gratuities is inappropriate and may be grounds for termination of employment.

Solicitation is not permitted for any purpose except with the authorization of the Director of Human Resources or other management official.

Conflict Resolution Process

When a group of people work together, job-related conflicts are apt to surface occasionally. If a conflict should arise and cannot be resolved through open discussion with your supervisor, a conflict resolution process is available for you to utilize. Details are outlined in the Human Resources Policies and Procedure Manual or in the applicable collective bargaining agreement.

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Personnel Records

The Human Resources Department maintains all permanent records for Employees. You are asked to inform Human Resources in writing of any change in name, address, and telephone number, marital status or number of dependents, so that these records remain accurate. Please also note that Human Resources needs to know if any changes in the name of the person to be notified in case of emergency or changes in beneficiary information.
You must make an appointment with Human Resources if you wish to review your file. Appointments will generally be made within 24 hours.

Resignation

SMC/SMCC realize that there are situations when Employees may resign from their employment to follow other interests. Non-management Employees (employees) are requested to give at least a two-week written resignation notice. Management Employees are requested to provide a 30-day notice. Failure to provide the requested advance notice may make an employee ineligible for rehire.
When you terminate employment, you are entitled to be paid for all accrued Paid Time Off hours to date, except extended sick leave hours (contractual Employees (should refer to their collective bargaining agreement). It is advisable to contact Human Resources regarding your benefits before your last day of work.

COMPENSATION

Wage and Salary Administration

We normally review the salary ranges of all positions annually. Our pay practices provide incentives for maximum contribution to SMC/SMCC for retention of skill and experience, and for self-improvement. Therefore, each job classification is assigned a broad salary range to appropriately compensate different levels of job responsibility and experience. Salaries of non-contractual Employees are reviewed annually, and depending upon job market factors, an across the board increase may be granted. For contractual Employees, the terms of the collective bargaining agreement determine wage adjustments.

Human Resources is responsible for conducting salary surveys and assuring that our salary ranges and actual pay rates remain competitive. As necessary, wage adjustments may be made from time to time to maintain market competitiveness and equity.

Hours of Work

Our facilities provide care to patients every day of the year, 24 hours per day. Therefore, our work force is scheduled to work over the entire 24-hour period every day of the week. Our official workweek begins at 12:01 a.m. Sunday and ends at midnight the following Saturday. Most pf the nursing shifts are from 7:00 a.m. to 3:30 p.m., 3:00 p.m. to 11:30 p.m. and 11:00 p.m. to 7:30 a.m. Departments other than nursing may have different schedules, and your work schedule will be explained to you at your time of hire.

Shift Differential

Shift differentials are intended to provide additional compensation for inconvenience due to working hours outside the normal workday. Compensation for shift differentials is explained in the Human Resources Policy and Procedure Manual and in applicable collective bargaining agreements.

Meal and Rest Periods

A regularly scheduled shift is normally eight and one-half hours long, including an unpaid 30-minute meal period. If you work a shift of more than 5 hours, you will be provided with a thirty-minute unpaid meal period unless:

- You complete your shift I six hours, and both you and your supervisor agree to waive the meal period, or
- You are required to work a shift of eight hours within eight consecutive hours and are authorized to have your meal at your workstation, in which case you will be paid for the on-half hour meal period.
- You are an "exempt" employee. Please contact your supervisor if you have any questions regarding this status.

You will receive two 15-minute paid rest breaks per shift unless the total work shift is less than four hours. Meal periods and rest breaks cannot be combined and will be scheduled by your supervisor.

Work Schedules

Regular full-time Employees generally work eight hours per day five days a week. Days off are generally two consecutive days in the week and remain fixed. Other alternative work schedules may exists to meet staffing needs in various departments and, if utilized, will be explained to you by your supervisor. Contractual Employees should refer to their collective bargaining agreement.

Overtime

If overtime work is necessary, your department manager or supervisor must provide you with advance authorization. Overtime is defined as any time worked in excess of eight hours in a pay period, depending on work schedules and collective bargaining agreements.

Non-exempt Employees are those covered by the provision of the Fair Labor Standards Act and state wage and hour requirements. Non-exempts Employees are compensated for overtime at one and one-half times their regular hourly rate of pay, and double time after 12 hours worked in one day. Double time is also paid for time worked on the seventh consecutive day of work in one workweek.

Exempt Employees are those who are exempt from overtime pay and whose duties are defined as executive, administrative, management, professional, or supervisory.

On-Call Pay

Certain departments hire Employees in an on-call capacity. Payment in this category differs depending on the needs of the department and applicable collective bargaining agreement.

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Recording Your Work Time

SMC/SMCC policy and State and Federal laws require that an accurate record be kept of all the hours you have worked. All Employees are responsible for recording at his or her time to include:

(1) time reported to work,
(2) start and end time for meal breaks and (3) completion of the daily shift.

The employee is responsible to take meal periods and rest breaks in accordance with state law unless circumstances beyond the Employee's control prevent this, or if approved by the department manager. Each exempt Employee is responsible for using the Kronos system to record their presence onsite one time per day.

The Employee is responsible for transferring hours worked to the appropriate department when assigned outside his/her home department.

The Employee is responsible for indicating the start and end of the various differentials, (ie: Charge Pay Differential, Lead Pay, Call Back, Training Pay, Preceptor, etc.)
D. On the occasion when an Employee needs to have swipe/punch information changed (i.e., no meal break, missed swipe/punch), the Employee is responsible for notifying his or her Manager/Designee of the correction via the Kronos Log. The notice must be given to the Manager/Designee at the completion of the shift.

The swipe/punch change shall be documented on the Kronos Log for the pay period in which the change occurs. Both the Employee and Manager/Designee shall sign/date/time the Change Log.

The Employee shall not swipe/punch in more than seven (7) minutes prior to the start of a shift or swipe/punch out more than seven (7) minutes after the end of a shift without the approval of his/her Manager/Designee.

The Employee shall not for any reason record another Employee's work time. Falsification of time, one's own or a co-worker's, for the purpose of compensation shall subject all persons responsible to disciplinary action up to and including termination.

Payday and Paychecks

Payday is every other Friday for the two-week period ending the previous Saturday at midnight. Paychecks are obtained by the supervisor of each department, or his/her designee, for distribution and may not be given out to anyone other than the employee to whom the check is issued, without prior written consent.

If you have a question about your paycheck, please discuss this with your supervisor who will follow up with the Payroll Department. Any errors on checks will normally be corrected on the following paycheck unless there is prevailing contractual language.

Paycheck Advances

It is our policy not to give advances on salary; however, you may request and receive your vacation (PTO) pay with two weeks advance notice before your scheduled time off.

Payroll Deductions

Required Deductions

There are four payroll deductions required by law:

- Federal Income Tax
- State Income Tax
- Federal Insurance Contribution Act (FICA) (Social Security and Medicare)
- California State Disability (SDI)

Voluntary Deductions

You may need to elect to have the following voluntary deductions:

- Credit Union – Payments on loans or savings plans will be deducted in accordance with the amount agreed upon by you and the Credit Union.

- Benefit Deductions – Contributions for healthcare benefits, Flexible Spending Accounts, Life Insurance, Accidental Death and Dismemberment, Long Term Disability.
- Union Dues – If you are a union member, with written authorization, union dues may be deducted from your paycheck.
- Tax Sheltered Annuities
- Savings Bonds

Garnishment of Wages

We are required by law to withhold legally garnished wages as directed by the court. Upon receipt of a judgment for a debt, paychecks will be garnished until the judgment is satisfied or the garnishment expires, or until as release is obtained from the garnishing agency.

SMC/SMCC provides a variety of benefit packages to all its eligible Employees (employees). The benefits described in the following three sections provide a general overview of what is offered to you as an employee. Human Resources will provide you with specific details on each of the benefit plans.

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EMPLOYEE BENEFITS

Health Insurance, Dental Insurance, Vision Care, Life Insurance and Long Term Disability

These comprehensive benefits are available on the first of the month following 30 days of continuous employment. (Contractual Employees (employees) should refer to their collective bargaining agreement for eligibility dates and specific provisions).

State Disability Insurance

The purpose of the California State Disability Insurance (SDI) is to provide income in the event you are unable to work as a result of any non-work related injury or illness. You are required by law to pay for this insurance through automatic payroll deduction. SDI becomes available on the eighth calendar day of injury or illness or on the first day of hospitalization.
Disability benefits are not paid automatically. You must submit a claim to the State in accordance with instructions on the claim form. Human Resources can provide you the forms and assistance in applying for SDI benefits. If you are disabled for eight or more calendar days, your sick leave or paid time off/extended sick leave will be calculated on the assumption that you have applied for SDI benefits.

Worker's Compensation Benefits

Should you become injured on the job or become ill as a result of work, you may be eligible to receive Worker's Compensation benefits. These benefits, which are designed to provide you with income protection and medical treatment in the event of a work-related injury, are paid for entirely by SMC/SMCC.

If you are injured while on duty, regardless of how minor the injury may seem, you must report this to you supervisor and Employee Health. Employee Health is open Monday through Friday. Injured Employees (employees) should report to the Emergency Room during hours when Employee Health is closed. Failure to report an injury immediately may result in disciplinary action.

Blood Bank

As a service to our Employees (employees) and their families, our facilities sponsor a blood bank or participate in blood drives periodically. Blood donations are encouraged.

Employee Recognition

Throughout the year, several events are held to provide formal recognition to our Employees (employees). In recognition of long-term service, a special event is held each year honoring Employees (employees) who attain five or more years of service. Awards are presented at five-year intervals starting at the fifth year of employment.

Retirement/Pension Plan

SMC/SMCC provide a pension plan for its eligible Employees (employees) through the Retirement Plan for Hospital Employees (RPHE). Employees (employees) become fully vested after 5 years of service. A year of service is defined at least 1000 hours of paid time within a calendar year. When combined with Tax Sheltered Annuities and Social Security, pension plan benefits will help you prepare for you living needs at the time of your retirement.

Details of the pension plan are available from the Human Resources, RPHE, or in applicable union agreements.

Tax Sheltered Annuities

Tax Sheltered Annuity programs are provided for SMC/SMCC Employees (employees). Regular full-time, part-time and limited part-time Employees (employees) are eligible to participate starting the first day of employment. For additional information and provider names, please contact Human Resources.

Paid Time Off Program (PTO) and Extended Sick Leave (ESL)

Each eligible Employee is provided with two time off accounts and begins accruing time on the first day of employment. These accounts are:

- Paid Time Off (PTO)
  PTO is an Employee benefit program designed to provide regular full or part-time non-contractual Employees (employees) with paid personal time away from work. PTO can be used for vacations, holidays, religious observances, personal or family business, maternity, disability or illness, health or dental appointments, or any other reason deemed appropriate to you, the Employee (employee), as approved by your supervisor. PTO may also be used when the department reduces operations or closes for the day. PTO should be scheduled and approved in advance whenever possible.

- Extended Sick Leave (ESL)
  ESL hours are to help compensate for sever or long-term illness; i.e., when hospitalized for one or more days, following a surgery performed at an outpatient surgery center or hospital, or when absent from work for a single illness for a period of time in excess of 3 scheduled work days or in excess of twenty-four hours of scheduled work time.

Additional information regarding PTO/ESL accruals and usage is available in the Human Resources Policy and Procedures Manual and the union contract.

Holidays

Because it is necessary to continually provide care to our patients, it is not possible for all Employees (employees) to be off work on a holiday. We will pay you from your PTO bank if you do not work on a scheduled holiday.

SMC/SMCC recognizes the following holidays for this plan:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Contractual Employees should refer to their collective bargaining agreement regarding time off provisions, sick leave and holidays.

Leave of Absence (LOA)

There are several types of leaves of absence to which an Employee may be entitled. Generally, leaves of absence are available to regular full time and regular part time Employees following 12 months of continuous employment. This one-year provision may be waived based upon departmental needs and operations, State and Federal law, and approval of the department manager and Human Resources. In all cases a leave of absence request form must be completed and approved. Please refer to the Human Resources Policies and Procedure Manual for details.

Family and Medical LOA (FMLA)

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible Employees for certain family and medical reasons in a 12-month period.

You are eligible for such a leave if you have worked at SMC/SMCC for at least one year and worked 1,250 hours over the previous 12 months and apply for a leave for any of the following reasons:

- Birth or adoption of a child or placement of a foster child
- Serious illness of a spouse or legally domiciled adult, child, or partner
- Your own serious illness

During this leave time any accrued time must first be exhausted. The remaining amount of the leave will be unpaid. Ordinarily you must provide 30 days advance notice when applying for the leave.
Medical certification is required when requesting a leave as a result of your own serious health condition, and we may require a second or third opinion (at our expense), and a fitness for duty report to work. Leave may be denied if requirements for the leave of absence are not met.

For up to 12 weeks, we will maintain your health benefits whether the time is paid or unpaid. You will be responsible for paying only the same portion of the contribution for health benefits as you do as an active Employee. Upon return from FMLA leave, in most cases you will be restored to the same or equivalent position with equivalent pay, benefits, and other employment terms.

Personal LOA

Personal Leaves of Absence may be granted to Employees at the discretion of management in consultation with Human Resources under certain circumstances. Any regular full-time and part-time Employees may apply for Personal Leave of Absence of up to 30 days following one year of continuous employment, extended absences must be approved by your manager and the Director of Human Resources. Your department manager must balance your request against the operational needs of the department. Therefore, a Personal Leave is considered a privilege and not a right.

Workers' Compensation LOA

Workers Compensation Leaves of Absence are available to Employees who are injured or become ill as a result of work.

Medical/Pregnancy LOA

Medial Leaves/Pregnancy Leaves of Absence are available to Employees who are unable to work as verified by their physicians' recommendations (see Family and Medical Leave of Absence).

Military LOA

If you are a member of the National Guard or Military Reserve, you are eligible to receive a leave without pay to attend required training programs. You must submit a copy of your military orders with your Leave of Absence Request.

Jury Duty

All regular full-time or part-time Employees are eligible for time off to serve on jury duty. If you are selected for jury duty, you will be paid the difference between your jury duty pay and your regular pay. To be eligible for jury duty pay, you must submit to your supervisor the court clerk's statement indicating the time you served.

Jury duty pay does not apply if you are summoned as a witness. Paid time off (PTO or vacation time) must be used for this purpose. Contractual Employees should refer to their collective bargaining agreement for specifics.

Voting Time Off

Although SMC/SMCC anticipates that most Employees have sufficient time to vote, some Employees, due to their work schedules, may require time off from work. If you are a registered voter and wish to vote in any general, direct primary, or presidential primary election, and you do not have sufficient time to vote because of your work schedule, you may request the necessary time off to allow you to vote. You may be granted up to two hours of Paid Time Off (PTO or vacation time) or unpaid time for

voting purposes. You must give your supervisor two days advance notice time is required, with complete justification in writing.

School Conferences

Pursuant to California Labor Code, Employees will be allowed up to eight hours per month for the purpose of attending conference meetings or functions at their child's school. You must provide your supervisor advance notice in writing of time needed for this purpose. Employees may take time off without pay or use accrued PTO or Vacation time.

We recognize that it is important for Employees to have the opportunity to upgrade their skills and knowledge through training and education. In learning new and better ways to work, Employee experience increased job satisfaction and are better equipped for future positions within the organization. Patients, in turn, benefit from Employees' increased ability and expertise.

Educational Time Off

Employees are encouraged to advance professionally by attending classes or workshops related to their jobs. Although you are responsible for identifying educational opportunities related to your job, you are encouraged to discuss your needs and eligibility with your supervisor (please refer to the applicable collective bargaining agreement if you are a contractual Employee.

Tuition Assistance

Tuition Assistance for successfully completed job-related courses is available to regular full-time or regular part-time Employees. Tuition is paid for courses at fully accredited institutions on either a quarter or semester basis. Funds are distributed on a first come, first served basis and the program's funding status will be reviewed each year at the end of the fiscal budget cycle. Applications are available from Nursing Administration. Contractual Employees should refer to their collective bargaining agreement for details.

Promotions and Transfers

SMC/SMCC encourages internal mobility. After six months in your current position you are eligible to apply for a transfer or promotion provided: 1) you are not currently and have not been under counseling or disciplinary action for the previous six months, and 2) you are qualified for the position. Typically, the most qualified candidate will be hired for the position regardless of seniority or current SMC/SMCC employment (contractual Employees should refer to their collective bargaining agreement).

We publish a weekly job vacancy listing, posted on facility bulletin boards and in Human Resources, to facilitate this process. To apply for a position, please complete a "Transfer Request" form and submit it to Human Resources.
Promoted or transferred Employees will be released within a time frame mutually agreed upon by the affected department managers, not to exceed 30 days. Employees who transfer to a lower graded position, will normally be paid either (1) their current salary or (2) the maximum of the lower grade, whichever is less.

SAFETY AND SECURITY

Safety Management

A safe work environment is essential to provide the best patient care available. We are committed to providing you with the safest work environment possible through a comprehensive safety management program that identifies and eliminates hazards.

As an Employee, you are responsible for knowing and following safe work practices and procedures, and for using appropriate safety and personal protective equipment during the performance of your job duties.

Be alert for hazards that may cause accidents to patients or staff. Spilled water, equipment failures and electrical fixtures are some examples of dangerous accident potential. Any conditions that may be dangerous or could cause an accident should be reported to your supervisor, department director, Security or the Engineering Department for corrective action.

If you observe an injury to a patient or visitor, immediately secure medical attention for the patient or visitor, and complete an incident report which is available from your supervisor.

Fire Safety

A fire plan is essential to minimize the potential loss of property or lives due to fire. You should become familiar with your facility's Fire Plan and be ready to implement it any time you hear fire alarms or "Code Red" announced over the public address system.

You can help prevent fires by being alert to and correcting conditions that may constitute a fire hazard. Items such as frayed electrical cords, broken electrical plugs, accumulation of combustible materials, and improperly stored flammable liquids are a few examples of situations that can lead to fires. In the event of a fire:

- Turn on alarm by using fire box alarm
- Call the facility operator
- If necessary, remove patients while confining the fire by closing doors and windows, and
- Extinguish fire-direct extinguish fire-direct extinguisher to base of fire.

Emergency Preparedness

We maintain emergency preparedness plans to manage all types of disaster situations that could impair normal operating conditions. You should discuss your department's responsibilities with your supervisor and become familiar with your role in disaster situations.

Clean Air Policy

For health and safety reasons, a smoke-free environment is maintained throughout SMC/SMCC. Smoking is permitted only in designated outdoor areas. It is each Employee's (employee's) responsibility to educate and inform the public of this policy.

Employee Lockers

At each facility lockers are available for Employees who need an area to change uniforms and who have no designated space to store necessary personal belongings. Because lockers are SMC/SMCC property, they are subject to inspection without notice

or authorization. However, you will be informed, when possible, if an inspection of your locker is required.

Security

The security of our facilities as well as the welfare of Employees and patients requires that every individual be constantly aware of potential security risks. You should immediately notify your supervisor or the Security Department when unknown persons are behaving in a suspicious manner in or around a facility.

COMMUNICATIONS

Publications

We issue a variety of publications to keep Employees, staff, patients and visitors informed of our services, programs and special events.

Bulletin Boards

There are several bulletin boards located in various areas in Human Resources. These bulletin boards are used for the posting of SMC/SMCC or Employee notices, job information and items of educational or general interest.

Media Information

All inquiries from the media regarding patients or any of our facilities are to be referred to Verity System Communications Department.

Telephone Calls

Other than for emergency reasons, personal phone calls while on duty are discouraged to keep lines free for business-related calls. Pay phones are located in each facility for personal use.

FACILITIES AND SERVICES

Transportation/Shuttle Bus Service

Information is available on van services, public transportation and other alternative methods of transportation to and from work. For information on the various methods of transportation available, please contact the Security Department or Human Resources.

Dining Facilities

Each facility has a cafeteria for Employee use and provides a variety of well-balanced meals at moderate prices.

Medical Library

The Medical Library serves all hospital Employees and the Medical Staff. Some of the services offered include computerized literature searches and reference services.

Employee Discounts

SMC/SMCC offers several discounts for Employees. Human Resources can provide you with the dollar-saving programs available.

Employer Property

Desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, modems, facsimile machines, copy machines, and SMC/SMCC vehicles are property of SMC/SMCC. All such areas and items must be kept clean and are to be used only for work purposes. We reserve the right at all times, and without prior notice, to inspect and search any and all SMC/SMCC property. Such inspections may be conducted during or after business hours and in the presence or absence of Employees.

Computer systems and other technical resources, including voice mail systems, are provided for business use. As a result, computer data and voice mail are readily available to numerous individuals and cannot be considered private property.

This handbook was prepared by the Human Resources Department to provide information about employment with SMC/SMCC. The material included is in summary form and does not constitute the complete Human Resources Policies and Procedures. If you encounter a situation that is not clearly defined in this Handbook, please ask your supervisor to elaborate or contact the Human Resources Department for details.

Seton Medical Center
Seton Coastside
A Part of Verity Health
Together in Health

SUMMARY OF EMPLOYEE BENEFITS

Refer to Human Resources Policy & Procedure Manual or Collective Bargaining Agreement for details.

Benefits	Who Pays	When Eligible	What you Receive
Social Security	SMC/SMCC	Upon Employment	Benefits as specified by Federal Government
State Disability	You	Upon Employment	Benefits as provided by the state of California
Unemployment Insurance	SMC/SMCC	Upon Employment	Benefits as provided by the state of California
Tax Sheltered Annuities – 403 (b)	You, through payroll deductions	Upon Employment	Provision for additional retirement income
Employee Health	SMC/SMCC	Pre-Employment	Pre-placement physical
Paid Time Off/Vacation	SMC/SMCC	Upon Employment for benefited Employees (employees)	Benefited Employees (employees) receive full salary, pro-rated for part-time Employees (employees)
Tuition Assistance	SMC/SMCC	After 90 days	Reimbursement for pre-approved coursework
Medical, Dental & Vision Insurance	SMC/SMCC	Varies according to type of position held.	Details available through Human Resources
Life Insurance	SMC/SMCC	First of the month following 30 days	Details available through Human Resources
Bereavement Leave	SMC/SMCC	Upon employment	Up to three days for benefited Employees (employees) due to the death of an immediate family member
Jury Duty	SMC/SMCC	After 90 days of employment	Difference between pay from the court and regular salary
Credit Union	You	Upon employment	Savings, low interest loans
Leave of Absence	Varies according to the type of leave	Varies according to the type of leave	Excused time off
Service Awards	SMC/SMCC	After 5 years of employment	Gift presentation
Retirement Pension	SMC/SMCC	Upon employment	Vested Employees (employees) receive

			retirement income at the time of retirement
Accidental Death & Dismemberment	You	First of the month following 30 days of employment	Benefits as provided by carrier. Contact Human Resources for details
Long Term Disability	SMC/SMCC	First of the month following 30 days of employment	Benefits as provided by carrier. Contact Human Resources for details.

Seton Medical Center
Seton Coastside
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~Employee Handbook Acknowledgement~

Your Employee handbook is intended to provide a summary of various topics of which you should be aware of. You should also review the Policies and Procedures and the terms of any collective bargaining agreement because they are the governing documents and will prevail over any variation between the Handbook and these documents. The specific policies and procedures contain many more details; and since policies are revised from time to time, you should review the complete policy manual periodically. A copy is available for review from your department manager or the Human Resources Department. If you are a contractual Employee, you need to be familiar with your contract in addition to all SMC/SMCC policies.

It is your responsibility to:

- Read your handbook carefully and keep it handy for future reference.
- Ask your supervisor or the Human Resources Department for guidance if any policy, procedure, or other issues are unclear.
- Be aware that the areas covered by the handbook, including the specific policies, procedures, benefits, compensation and other employment related areas may be deleted or revised in the future as necessary, and that you must review these revisions since they will govern your employment.

This Employee Handbook supersedes all previous handbooks. The handbook is neither a contract of employment nor a promise of continued employment. If does not create an implied or contractual duty between an Employee and SMC/SMCC or any medical facility. The same applies to the acceptance or continuance of employment and any SMC/SMCC policy, procedures, or practice. Your employment can be ended by the employer or SMC/SMCC reasons, which either the Employee or SMC/SMCC consider sufficient.

RECEIPT OF EMPLOYEE HANDBOOK

I have received the Employee handbook and I understand that it is my responsibility to read and become familiar with the entire Handbook and to seek clarification from my superior or the Human Resources Department if I have any questions. I understand the compliance with policies and procedures is my responsibility. I understand the Employee Handbook is a summary of current policies that may change from time to time and it is my responsibility to read posted announcements, check with my supervisor and periodically review the complete Human Resources Policy and Procedure Manual. I further understand that although current policies may change from time to time, the at-will nature of employment will not change. I am aware that the Employee Handbook, which I have received is intended only to provide information. And is not to be interpreted as a contract of employment, either expressed or implied, between me and SMC/SMCC or any medical facility.

By my signature below, I agree to be aware of, understand and abide by all of SMC/SMCC policies that affect me.

Employee Signature _____ Date _____ Print Name _____

Seton Medical Center
Seton Coastside
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Seton Medical Center
Seton *Coastside*

TITLE: CODE OF CONDUCT

Department Quality		***Originated***	5/1/12
		Date Revised	
Manual:	Administrative	***Author***	Denise Kent
Replaces the following Policies:		***Responsible Person***	Director, Quality, Risk and Patient Safety

Scope

This is an organization-wide policy. It applies to all employees, members of the medical staff, contract staff, volunteers, and others who may provide care, treatment, and/or service on behalf of the organization.

Policy

Any individual who provides care, treatment, or service on behalf of this organization will conduct themselves in accordance with the acceptable behaviors as defined in this policy. Furthermore, this organization has adopted a zero tolerance policy towards the display of disruptive and inappropriate behavior.

Informing Individuals about the Code of Conduct

Hospital staff and volunteers shall be informed of this code of conduct as part of their initial orientation into the organization. Contract staff and students shall be informed by their agency / school respectively on behalf of the organization. Members of the medical staff shall be informed of this code of conduct as part of their initial appointment process.

Individuals already providing care, treatment, or service at the time this policy takes effect shall also be informed.

Reporting Violations of the Code of Conduct

An individual who witnesses or is the recipient of disruptive or inappropriate behavior should report such occurrence to their immediate supervisor or through another established chain of command. It is the responsibility of the organization's leadership to assure that anyone who reports such behaviors is protected from retaliatory action.

Addressing Violations of the Code of Conduct

Individuals who engage in disruptive or inappropriate behavior are subject to disciplinary or other action through appropriate channels, up to and including termination of their relationship with the organization.

Procedure/Responsibilities

The purpose is to create a work environment that fosters respectful and constructive relationships among and between healthcare professionals, patients, and staff.

Seton Medical Center
Seton *Coastside*

TITLE: CODE OF CONDUCT

Definition

Acceptable behavior is defined as behavior which enables others to perform their duties and responsibilities effectively, promotes the orderly conduct of the organization, and results in respectful and constructive communication. Examples of acceptable behavior include, but are not necessarily limited to:

1. Respectful communication in a calm and professional manner
2. Addressing disagreements professionally and factually without animus or personal attacks
3. Timely and appropriate response to requests and concerns
4. Communication and personal interaction in a manner that is respectful of an individual's culture and beliefs

Behavior that undermines a culture of safety is defined as behavior which interferes with others' ability to perform their duties and responsibilities effectively, undermines a person's confidence in an individual healthcare worker or the organization, creates a barrier to effective communication, jeopardizes maintaining a safe workplace and safe behaviors, and/or interferes with the orderly conduct of the organization. Examples of disruptive or inappropriate behavior include, but are not necessarily limited to:

1. Use of profanity and vulgar expressions or gestures
2. Disrespectful language that impugns an individual's race, creed, color, national origin, religious, or political beliefs.
3. Intimidating behaviors such as slamming or throwing of objects, verbal abuse (yelling, shouting, etc), physical aggressiveness, and sexual harassment
4. Lack of timely and appropriate response to requests and concerns
5. Retaliation against anyone who has reported or assisted in investigating allegations of disruptive or inappropriate behavior
6. Criticism of an individual in front of patients or other healthcare professionals
7. Not following policies and procedures designed to protect patients, staff, and others
8. Minimizing the importance of safe practices and engaging in "work around" actions

References

1. Joint Commission Leadership Standard LD.03.01.01

Approvals

Stephanie Mearns, MN, RN **VP Patient Care Services / Chief Nurse Executive**	**Signature:**	**Date:**
Michael Glasberg **Chief Operating Officer**	**Signature:**	**Date:**

Seton Medical Center
Seton Coastside
Member of Daughters of Charity Health System

TITLE: ASSOCIATES RIGHTS

Department: Human Resources		***Effective Date***	1/97
		Date Revised	5/97, 4/02, 03/04, 9/14
Manual	Human Resources	***Author***	Human Resources
Replaces the following Policies:		***Responsible Person***	VP of Human Resources

Policy

This policy defines a mechanism for associates to request that they not be required to participate in an aspect of patient care, including treatment, where there is perceived conflict with the associate cultural values, ethics or religious beliefs.

This mechanism further ensures patient care shall not be compromised while the associate request is being evaluated.

Procedure

1. Interview, Selection and Employment Process for new Hires and Transfers:

   A. As a part of the pre-employment interview process, candidates shall be made aware that certain circumstances can be expected to exist within a health care setting that shall be accepted as a condition of employment. This is emphasized as a part of both the Human Resources and Department Manager interviews. These circumstances may include, although not exclusively, the following:

      Seton Medical Center/Seton Coastside (SMC/SC) is a non-discriminatory provider serving:

      1) Persons of all races, religious beliefs and cultural values;
      2) Patients with infectious conditions;
      3) Patients with families experiencing emotional distress;
      4) Patients with advance directives.

   B. After a job candidate has been screened by Human Resources and has been referred to the hiring department for an interview, any additional policies specific to that department's operations and patient population that may influence the candidate's desire for employment are discussed.

   C. It is the responsibility of the job candidate to recognize irreconcilable conflicts with his or her cultural values, ethics or religious beliefs that are inherent to work at SMC/SC and to decline employment should it be offered.

Seton Medical Center
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Member of Daughters of Charity Health System

TITLE: ASSOCIATES RIGHTS

D. Should changes be instituted that impact an associate's responsibilities once employment has begun, the associate shall determine if a conflict shall result. If so, a decision shall be made as to how to address the conflict (e.g., accommodate, transfer, etc.), as specified in Section 3.

2. Associate Rights Education

A. Information regarding Associate Rights is provided as a part of the Orientation for all the new associates at SMC/SC, as well as any individual who accepts a new position within the organization.

B. The Associate Rights Policy in this manual is available for associates to review at any time.

3. Requesting Exemption from Participation in an Aspect of a Patient's Care:

A. At such time that an associate perceives that participation in the care of a given patient is in conflict with personal culture values, ethics or religious beliefs, he or she shall immediately contact his/her director/manager/supervisor, or the Administrative Nurse Supervisor or designee.

B. The management shall immediately assign another associate, if available, to care for the patient while the issue is being resolved. This shall ensure assignment. If another associate is not readily available, all attempts shall be made to find another qualified associate to assume the assignment. This may require that two associates trade patient responsibilities until the issue is resolved or may require that an additional associate be called to assume the assignment, but at no time shall the care of the patient be compromised.

C. Management shall evaluate the associate's request based on the following, although not exclusively, and a decision shall most often be made within 24 hours following notification:

1) Whether or not the associate is requesting that an exception be made to the requirement that associates shall accept "certain circumstances" (Section 1-A) that can be expected to be encountered in a health care setting.

2) The extent to which disapproval of the request would result in undue physical or emotional hardship on the associate.

3) The extent to which accommodating the associate's request would place hardship on the department's operation and negatively impact patient care.

Seton Medical Center
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Member of Daughters of Charity Health System

TITLE: ASSOCIATES RIGHTS

4) The anticipated duration of the request e.g., for a particular patient only; expected to repeat itself for a period of time; or shall continue indefinitely.

D. Once management has evaluated the situation, a decision shall be made as to whether or not to accommodate the request. This decision shall be made in collaboration with the Director of Human Resources or designee, if available, or the Administrator-on-Call. If there is any question as to the validity of the request or the consistency with which the policy is being applied, the decision shall fall into one of the following categories:

1) The request is deemed valid and can be accommodated within the associate's current department without compromising patient care or placing undue hardship on departmental operations; this may be on a long-term or short-term basis;

2) The request is deemed valid but cannot be accommodated within the associate's current department. In this situation, management shall refer the associate to Human Resources in order to seek another position within the organization; this may be a temporary or permanent transfer. If such a position is not available, the associate may go on leave of absence or be separated for non-disciplinary reasons.

The request is deemed invalid and therefore not granted. Failure of the associate to participate in patient care shall result in disciplinary action. The associate may initiate the grievance process, if so desired.

Approvals

Name and Title	Signature	Date:
Richard Robinson VP of Human Resources	*Richard Robinson*	9/16/2014
Joanne E. Allen President and Chief Executive Officer	*Joanne E. Allen*	9/16/2014

Title 11, California Code of Regulations, § 999.5(d)(5)(E)

Exhibit 5

Exhibit 5

St. Francis Medical Center Staffing Policies

Floating of Nursing Personnel

Staffing/Schedule of Nursing Personnel

Schedule Changes, Staffing

Flex Staffing

Saint Francis Medical Center
In-House Wound Care
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total	
								0	
		8	8	8	8	8		40	
RN II 8HR		8	8	8	8	8		40	
WOUND CARE SERVICES LIAISON	12			12			12	36	
New Hire RN to start in April								0	
								0	FTEs
	12	16	16	28	16	16	12	116	2.9
1st Shift TOTALS:									
Employees per day	1.5	2.0	2.0	3.5	2.0	2.0	1.5		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
	0	0	0	0	0	0	0	0	0
2nd Shift TOTALS:									
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
	0	0	0	0	0	0	0	0	0
3rd Shift TOTALS:									
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

									FTEs
PROPOSED TOTALS:	12.00	16	16	28	16	16	12	116	2.90
Employees per day	1.5	2.0	2.0	3.5	2.0	2.0	1.5		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 5,429
Annual Paid Manhours: 6,032

Productive FTEs:	2.61
Paid FTEs:	2.90
Target Prod FTEs:	2.61
Variance to Target FTEs:	0.00

Fixed: 0
Non-Productive Rate: 10.00%

NOTES:

Saint Francis Medical Center
Trama Administration
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total	
CLINICAL MGR-TRAUMA PROGRAM		8	8	8	8	8		40	
COORD, INJURY PREVENTION		8	8	8	8	8		40	
DATA REGISTRAR		8	8	8	8	8		40	
DATA REGISTRAR		1.6	1.6	1.6	1.6	1.6		8	
DATA REGISTRAR		8	8	8	8	8		40	
DATA REGISTRAR		8	8	8	8	8		40	
DATA SUPPORT SPEC		8	8	8	8	8		40	
TRAUMA NURSE CLINICIAN I		8	8	8	8	8		40	
TRAUMA NURSE CLINICIAN I		8	8	8	8	8		40	
TRAUMA NURSE CLINICIAN I		8	8	8	8	8		40	
TRAUMA QUALITY / PI COORD		8	8	8	8	8		40	
								0	
BIOSTATISTICIAN - open position		8	8	8	8	8		40	
Nurse Pracitioner - open position (not yet approved)	8						8	16	
Nurse Pracitioner - open position		10	10	10	10			40	
Nurse Pracitioner - open position		10	10	10	10			40	
								0	
								0	FTEs
1st Shift TOTALS:	8	110	110	110	110	90	8	544	13.6
Employees per day	1.0	13.7	13.7	13.7	13.7	11.2	1.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									FTEs
PROPOSED TOTALS:	8.00	109.6	109.6	109.6	109.6	89.6	8	544	13.60
Employees per day	1.0	13.7	13.7	13.7	13.7	11.2	1.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 25,459
Annual Paid Manhours: 28,288

Fixed Non-Productive Rate: 0 (0.00%)

Productive FTEs:	12.24
Paid FTEs:	13.60
Target Prod FTEs:	12.24
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
MAP Boarding
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total	
MAP RN I 12HR								0	
MAP RN I 12HR								0	
MAP RN III 12HR								0	
MAP RN III 12HR WO								0	
								0	
24/7 coverage	24	24	24	24	24	24	24	168	
								0	PROD FTEs
1st Shift TOTALS:	**24**	**24**	**24**	**24**	**24**	**24**	**24**	**168**	**4.2**
Employees per day	**3.0**	**3.0**	**3.0**	**3.0**	**3.0**	**3.0**	**3.0**		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	PROD FTEs
2nd Shift TOTALS:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Employees per day	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	PROD FTEs
3rd Shift TOTALS:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Employees per day	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		
									PROD FTEs
PROPOSED TOTALS:	**24.00**	**24**	**24**	**24**	**24**	**24**	**24**	**168**	**4.20**
Employees per day	**3.0**	**3.0**	**3.0**	**3.0**	**3.0**	**3.0**	**3.0**		

Productivity:	-	Annual Prod Manhours:	7,862
Paid Productivity:	-	Annual Paid Manhours:	8,736

Fixed:	0
Non-Productive Rate:	10.00%

Productive FTEs:	**4.20**
Paid FTEs:	**4.67**
Target Prod FTEs:	**4.2**

Saint Francis Medical Center
Level 1 Trauma Administration
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total	
Research Coordinators		8	8	8	8	8		40	
Research Coordinators		8	8	8	8	8		40	
Exec Director of Research		8	8	8	8	8		40	
								0	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	0	24	24	24	24	24	0	120	3
Employees per day	0.0	3.0	3.0	3.0	3.0	3.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

									FTEs
PROPOSED TOTALS:	0.00	24	24	24	24	24	0	120	3.00
Employees per day	0.0	3.0	3.0	3.0	3.0	3.0	0.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 5,616
Annual Paid Manhours: 6,240

Fixed Non-Productive Rate: 0 (10.00%)

Productive FTEs:	2.70
Paid FTEs:	3.00
Target Prod FTEs:	2.70
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Medical Transport (ER Bay Station) Services
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total	
COORD, PRE HOSPITAL CARE		8	8	8	8	8		40	
PRE-HOSP CARE DATA SPECIALIST		8	8	8	8	8		40	
RN III 12HR		12	12	12				36	
24/7 MICN Coverage	12	12	12	12	12	12	12	84	
								0	
								0	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	12	40	40	40	28	28	12	200	5
Employees per day	1.5	5.0	5.0	5.0	3.5	3.5	1.5		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
24/7 MICN Coverage	12	12	12	12	12	12	12	84	
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	12	12	12	12	12	12	12	84	2.1
Employees per day	1.5	1.5	1.5	1.5	1.5	1.5	1.5		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

									FTEs
PROPOSED TOTALS:	24.00	52	52	52	40	40	24	284	7.10
Employees per day	3.0	6.5	6.5	6.5	5.0	5.0	3.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 13,291
Annual Paid Manhours: 14,768

Fixed Non-Productive Rate: 0 / 10.00%

Productive FTEs:	6.39
Paid FTEs:	7.10
Target Prod FTEs:	6.39
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Baby Friendly Grant (Welcome Baby)
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total	
								0	
ADMINISTRATIVE SPECIALIST		8	8	8	8	8		40	
COORD, DATA & EVALUATION		8	8	8	8	8		40	
HOSPITAL LIAISON-WELCOME BABY		8	8	8	8	8		40	
HOSPITAL LIAISON-WELCOME BABY		8	8	8	8	8		40	
LEAD HOSPITAL LIAISON-WLCM BBY		8	8	8	8	8		40	
OUTREACH SPECIALIST		8	8	8	8	8		40	
OUTREACH SPECIALIST		8	8	8	8	8		40	
PROGRAM MGR-WELCOME BABY								0	
								0	FTEs
1st Shift TOTALS:	0	56	56	56	56	56	0	280	7
Employees per day	0.0	7.0	7.0	7.0	7.0	7.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

									FTEs
PROPOSED TOTALS:	0.00	56	56	56	56	56	0	280	7.00
Employees per day	0.0	7.0	7.0	7.0	7.0	7.0	0.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 13,104
Annual Paid Manhours: 14,560

Fixed: 0
Non-Productive Rate: 10.00%

Productive FTEs:	6.30
Paid FTEs:	7.00
Target Prod FTEs:	6.30
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Ortho Clinic
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total	
ASST, OFFICE		8	8	8	8	8		40	
ASST, OFFICE		8	8	8	8	8		40	
ASST, OFFICE		8	8	8	8	8		40	
LVN 8 HR		8	8	8	8	8		40	
MGR-ORTHO CLINIC		8	8	8	8	8		40	
PHYSICIAN ASSISTANT								0	
SCHED, SURGERY		8	8	8	8	8		40	
TECH, LIMITD XRAY/MEDICAL ASST		8	8	8	8	8		40	
TECH, LIMITD XRAY/MEDICAL ASST		8	8	8	8	8		40	
								0	
								0	FTEs
1st Shift TOTALS:	0	64	64	64	64	64	0	320	8
Employees per day	0.0	8.0	8.0	8.0	8.0	8.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									FTEs
PROPOSED TOTALS:	0.00	64	64	64	64	64	0	320	8.00
Employees per day	0.0	8.0	8.0	8.0	8.0	8.0	0.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 14,976
Annual Paid Manhours: 16,640

Fixed: 0
Non-Productive Rate: 10.00%

Productive FTEs:	7.20
Paid FTEs:	8.00
Target Prod FTEs:	7.20
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Wound Care Clinic
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total	
ASST, DEPT		8	8	8	8	8		40	
ASST. DEPT		8	8	8	8	8		40	
CLINICAL MGR-WOUND CARE		LOA						0	
LVN 8 HR		8		8		8		24	
								0	
								0	
								0	
								0	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	0	24	16	24	16	24	0	104	2.6
Employees per day	0.0	3.0	2.0	3.0	2.0	3.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									FTEs
PROPOSED TOTALS:	0.00	24	16	24	16	24	0	104	2.60
Employees per day	0.0	3.0	2.0	3.0	2.0	3.0	0.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 4,867
Annual Paid Manhours: 5,408

Fixed: 0
Non-Productive Rate: 10.00%

Productive FTEs:	2.34
Paid FTEs:	2.60
Target Prod FTEs:	2.34
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Perinatal Testing
Labor Matrix
4/5/2018

M - F Day 1st Shift	SU	M	TU	W	TH	F	SA	Total	
24/7 coverage	8	8	8	8	8	8	8	56	
								0	
								0	PROD FTEs
1st Shift TOTALS:	8	8	8	8	8	8	8	56	1.4
Employees per day	1.0	1.0	1.0	1.0	1.0	1.0	1.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
24/7 coverage	8	8	8	8	8	8	8	56	
								0	
								0	PROD FTEs
2nd Shift TOTALS:	8	8	8	8	8	8	8	56	1.4
Employees per day	1.0	1.0	1.0	1.0	1.0	1.0	1.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
24/7 coverage	8	8	8	8	8	8	8	56	
								0	
								0	PROD FTEs
3rd Shift TOTALS:	8	8	8	8	8	8	8	56	1.4
Employees per day	1.0	1.0	1.0	1.0	1.0	1.0	1.0		PROD FTEs
PROPOSED TOTALS:	24.00	24	24	24	24	24	24	168	4.20
Employees per day	3.0	3.0	3.0	3.0	3.0	3.0	3.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 8,736 0
Annual Paid Manhours: 9,707

Fixed: 0
Non-Productive Rate: 10.00%

Productive FTEs:	**4.20**
Paid FTEs:	**4.67**
Target Prod FTEs:	**4.2**
Target to Target FTEs:	**0.00**

NOTES:

Saint Francis Medical Center
High Risk Infant Clinic
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total	
SECTY, UNIT		8	8	8	8	8		40	
RN 12HR PD		4.4	4.4	4.4	4.4	4.4		22	
								0	
								0	
								0	
								0	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	0	12	12	12	12	12	0	62	1.55
Employees per day	0.0	1.6	1.6	1.6	1.6	1.6	0.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									FTEs
PROPOSED TOTALS:	0.00	12.4	12.4	12.4	12.4	12.4	0	62	1.55
Employees per day	0.0	1.6	1.6	1.6	1.6	1.6	0.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 2,902
Annual Paid Manhours: 3,224

Fixed: 0
Non-Productive Rate: 16.00%

Productive FTEs:	1.40
Paid FTEs:	1.55
Target Prod FTEs:	1.40
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
PET Team
Labor Matrix
4/5/2018

M - F Day 1st Shift	SU	M	TU	W	TH	F	SA	Total	
LEAD,LCSW / PSYCH CARE COORD								0	
PET CLINICIAN								0	
PET CLINICIAN - PD								0	
PET COORDINATOR								0	
								0	
24/7 coverage	8	8	8	8	8	8	8	56	
								0	
								0	
								0	
								0	
								0	
								0	PROD FTEs
1st Shift TOTALS:	8	8	8	8	8	8	8	56	1.4
Employees per day	1.0	1.0	1.0	1.0	1.0	1.0	1.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
24/7 coverage	8	8	8	8	8	8	8	56	
								0	
								0	PROD FTEs
2nd Shift TOTALS:	8	8	8	8	8	8	8	56	1.4
Employees per day	1.0	1.0	1.0	1.0	1.0	1.0	1.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
24/7 coverage	8	8	8	8	8	8	8	56	
								0	
								0	PROD FTEs
3rd Shift TOTALS:	8	8	8	8	8	8	8	56	1.4
Employees per day	1.0	1.0	1.0	1.0	1.0	1.0	1.0		
									PROD FTEs
PROPOSED TOTALS:	24.00	24	24	24	24	24	24	168	4.20
Employees per day	3.0	3.0	3.0	3.0	3.0	3.0	3.0		

Productivity: -
Paid Productivity: -

Annual Manhours: 8,736
Annual Paid Manhours: 9,707

Fixed: 0
Non-Productive Rate: 10.00%

Productive FTEs:	4.20
Paid FTEs:	4.67
Target Prod FTEs:	4.2
Target to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Children's Counseling Center
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total	
ASST, DEPT		8	8	8	8	8		40	
ASST, DEPT		8	8	8	8	8		40	
ASST, DEPT		8	8	8	8	8		40	
ASST, DEPT		8	8	8	8	8		40	
ASST, DEPT		8	8	8	8	8		40	
CASE MANAGER-8HR		8	8	8	8	8		40	
CASE MANAGER-8HR		8	8	8	8	8		40	
CLINICAL SUPV		8	8	8	8	8		40	
CLINICAL SUPV		8	8	8	8	8		40	
COORD, DATA MNGMNT&INFO SYSTEM		8	8	8	8	8		40	
COORD, SCHOOL BASED		8	8	8	8	8		40	
DIR-CHILDRNS CNSLING		8	8	8	8	8		40	
SOCIAL WORKER-8/5		8	8	8	8	8		40	
SOCIAL WORKER-8/5		8	8	8	8	8		40	
SOCIAL WORKER-8/5		8	8	8	8	8		40	
SOCIAL WORKER-8/5		8	8	8	8	8		40	
SOCIAL WORKER-8/5		8	8	8	8	8		40	
SOCIAL WORKER-8/5		8	8	8	8	8		40	
SOCIAL WORKER-8/5		8	8	8	8	8		40	
SOCIAL WORKER-8/5		8	8	8	8	8		40	
SOCIAL WORKER-8/5		8	8	8	8	8		40	
SOCIAL WORKER-8/5		8	8	8	8	8		40	
								0	
Claims Specialist (add if 2 sites)		8	8	8	8	8		40	
								0	FTEs
1st Shift TOTALS:	0	176	176	176	176	176	0	880	22
Employees per day	0.0	22.0	22.0	22.0	22.0	22.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									FTEs
PROPOSED TOTALS:	0.00	176	176	176	176	176	0	880	22.00
Employees per day	0.0	22.0	22.0	22.0	22.0	22.0	0.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 41,184
Annual Paid Manhours: 45,760

Fixed: 0
Non-Productive Rate: 10.00%

Productive FTEs:	19.80
Paid FTEs:	22.00
Target Prod FTEs:	18.90
Variance to Target FTEs:	(0.90)

NOTES:

Saint Francis Medical Center
Surgery
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total	
CLINICAL SUPV-SURGERY 8 HR		8	8	8	8	8		40	
HSM COORDINATOR		8	8	8	8	8		40	
PHYSICIAN ASSISTANT		8	8	8	8	8		40	
PHYSICIAN ASSISTANT-PD								0	
RN 12HR		12	12	12				36	
RN 12HR NEW GRAD				12	12	12		36	
RN 8HR		8	8	8	8	8		40	
RN 8HR		8	8	8	8	8		40	
RN 8HR		8	8	8	8	8		40	
RN 8HR		8	8	8	8	8		40	
RN 8HR		8	8	8	8	8		40	
RN 8HR		8	8	8	8	8		40	
RN 8HR		8	8	8	8	8		40	
RN 8HR		8	8	8	8	8		40	
RN I 8HR		8	8	8	8	8		40	
RN I 8HR		8	8	8	8	8		40	
RN I 8HR WO		8	8	8	8	8		40	
RN II 8HR - BAUTISTA,LEO GERARDO O		8	8	8	8	8		40	
SECTY, SR		8	8	8	8	8		40	
SECTY, SR		8	8	8	8	8		40	
SURGICAL TECH SPECIALIST		8	8	8	8	8		40	
SURGICAL TECH SPECIALIST WO		8	8	8	8	8		40	
TECH, SURGICAL		8	8	8	8	8		40	
TECH, SURGICAL		8	8	8	8	8		40	
TECH, SURGICAL		8	8	8	8	8		40	
TECH, SURGICAL		8	8	8	8	8		40	
TECH, SURGICAL		8	8	8	8	8		40	
TECH, SURGICAL		8	8	8	8	8		40	
TECH, SURGICAL		8	8	8	8	8		40	
TECH, SURGICAL		8	8	8	8	8		40	
TECH, SURGICAL		8	8	8	8	8		40	
TECH, SURGICAL		8	8	8	8	8		40	
TECH, SURGICAL		8	8	8	8	8		40	
TECH, SURGICAL		8	8	8	8	8		40	
TECH, SURGICAL		8	8	8	8	8		40	
TECH, SURGICAL		8	8	8	8	8		40	
TECH, SURGICAL		8	8	8	8	8		40	
TECH, SURGICAL		8	8	8	8	8		40	
TECH, SURGICAL - PD		0	0	0	0	0		0	
TRANSPORTER/NURSE ASST		8	8	8	8	8		40	
TRANSPORTER/NURSE ASST		8	8	8	8	8		40	
TRANSPORTER/NURSE ASST		8	8	8	8	8		40	
TRANSPORTER/NURSE ASST		8	8	8	8	8		40	
TRANSPORTER/NURSE ASST-PD		0	0	0	0	0		0	
TRANSPORTER/NURSE ASST-PD		0	0	0	0	0		0	
TRANSPORTER/NURSE ASST-PD		0	0	0	0	0		0	
								0	
								0	FTEs
1st Shift TOTALS:	0	292	292	304	292	292	0	1472	36.8
Employees per day	0.0	36.5	36.5	38.0	36.5	36.5	0.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total

								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									FTEs
PROPOSED TOTALS:	0.00	292	292	304	292	292	0	1472	36.80
Employees per day	0.0	36.5	36.5	38.0	36.5	36.5	0.0		

Productivity: 0.09
Paid Productivity: 0.11

Annual Prod Manhours: 68,890
Annual Paid Manhours: 76,544

Minutes: 727,280
Non-Productive Rate: [redacted]

Productive FTEs:	33.12
Paid FTEs:	[redacted]
Target Prod FTEs:	33.12
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Recovery Room Service
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total	
RN 8HR		8	8	4	8	8		36	
RN I 12HR		12	12	12				36	
RN I 12HR				12	12	12		36	
RN I 12HR		12	12					24	
RN I 12HR WO				12	12			24	
RN I 12HR WO		12		12		12		36	
SECTY, SR		8	8	8	8	8		40	
								0	
OT							22	22	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	0	52	40	60	40	40	22	254	6.35
Employees per day	0.0	6.5	5.0	7.5	5.0	5.0	2.8		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

									FTEs
PROPOSED TOTALS:	0.00	52	40	60	40	40	22	254	6.35
Employees per day	0.0	6.5	5.0	7.5	5.0	5.0	2.8		

Productivity: 0.02
Paid Productivity: 0.02

Annual Prod Manhours: 11,887
Annual Paid Manhours: 13,208

Minutes: 727,280
Non-Productive Rate: 10.00%

Productive FTEs:	5.72
Paid FTEs:	6.35
Target Prod FTEs:	5.72
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Surgery Center
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total	
RN 8HR		8	8	8	8	8		40	
RN 8HR		8	8	8	8	8		40	
RN 8HR NEW GRAD		8	8	8	8	8		40	
RN I 12HR		12	12	12				36	
RN I 12HR				12	12	12		36	
RN I 8HR		8	8	8	8			32	
RN III 12 HR			12	12	12			36	
SECTY, SR		8	8	8	8	8		40	
								0	
OT							12	12	
								0	FTEs
1st Shift TOTALS:	0	52	64	76	64	44	12	312	7.8
Employees per day	0.0	6.5	8.0	9.5	8.0	5.5	1.5		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

									FTEs
PROPOSED TOTALS:	0.00	52	64	76	64	44	12	312	7.80
Employees per day	0.0	6.5	8.0	9.5	8.0	5.5	1.5		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 14,602
Annual Paid Manhours: 16,224

Fixed: 0
Non-Productive Rate: 10.00%

Productive FTEs:	7.02
Paid FTEs:	7.80
Target Prod FTEs:	7.02
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Anesthesia
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total	
TECH, ANESTHESIA		8	8	8	8	8		40	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	0	8	8	8	8	8	0	40	1
Employees per day	0.0	1.0	1.0	1.0	1.0	1.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

PROPOSED TOTALS:	0.00	8	8	8	8	8	0	40	FTEs
									1.00
Employees per day	0.0	1.0	1.0	1.0	1.0	1.0	0.0		

Productivity: 0.00
Paid Productivity: 0.00

Annual Prod Manhours: 1,872
Annual Paid Manhours: 2,080

Minutes: 727,280
Non-Productive Rate: 10.00%

Productive FTEs:	0.90
Paid FTEs:	1.00
Target Prod FTEs:	0.90
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Central Service and Supplies
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total	
SUPV-SURGERY SUPPLY		8	8	8	8	8		40	
TECH, OR SUPPLY		8	8	8	8	8		40	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	0	16	16	16	16	16	0	80	2
Employees per day	0.0	2.0	2.0	2.0	2.0	2.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

									FTEs
PROPOSED TOTALS:	0.00	16	16	16	16	16	0	80	2.00
Employees per day	0.0	2.0	2.0	2.0	2.0	2.0	0.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 3,744
Annual Paid Manhours: 4,160

Fixed: 0
Non-Productive Rate: 10.00%

Productive FTEs:	1.80
Paid FTEs:	2.00
Target Prod FTEs:	1.80
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Central Processing
4/5/2018

Day 1st Shift	SU	M	TU	W	TH	F	SA	Total	
TECH, CENTRAL SERVICE		8	8	8	8	8		40	
TECH, CENTRAL SERVICE		8	8	8	8	8		40	
TECH, CENTRAL SERVICE		4	4	4	4	4		20	
TECH, CENTRAL SERVICE		8	8	8	8	8		40	
TECH, CENTRAL SERVICE		8	8	8	8	8		40	
TECH, CENTRAL SERVICE		8	8	8	8	8		40	
TECH, CENTRAL SERVICE		8	8	8	8	8		40	
TECH, CENTRAL SERVICE		8	8	8	8	8		40	
TECH, CENTRAL SERVICE		8	8	8	8	8		40	
TECH, CENTRAL SERVICE		8	8	8	8	8		40	
TECH, CENTRAL SERVICE		8	8	8	8	8		40	
TECH, CENTRAL SERVICE		8	8	8	8	8		40	
TECH, CENTRAL SERVICE		8	8	8	8	8		40	
TECH, CENTRAL SERVICE		8	8	8	8	8		40	
TECH, CENTRAL SERVICE		8	8	8	8	8		40	
TECH, CENTRAL SERVICE		8	8	8	8	8		40	
TECH,CENTRAL SERVICE-PD								0	
								0	
								0	
								0	PROD FTEs
1st Shift TOTALS:	0	108	108	108	108	108	0	540	13.5
Employees per day	0.0	13.5	13.5	13.5	13.5	13.5	0.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	PROD FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	PROD FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

									PROD FTEs
PROPOSED TOTALS:	0.00	108	108	108	108	108	0	540	13.50
Employees per day	0.0	13.5	13.5	13.5	13.5	13.5	0.0		

Productivity: 0.85
Paid Productivity: 0.94

Annual Prod Manhours: 28,080
Annual Paid Manhours: 31,200

Adjusted Disch: 33,118
Non-Productive Rate: 10.00%

Productive FTEs:	13.50
Paid FTEs:	15.00
Target Prod FTEs:	13.5
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Clinical Laboratory Services
4/5/2018

Day 1st Shift	SU	M	TU	W	TH	F	SA	Total
ANALYST, LAB		8	8	8	8	8		40
ASST, BLOOD BANK		8	8	8	8	8		40
ASST, LAB		8	8	8	8	8		40
ASST, LAB		8	8	8	8	8		40
ASST, LAB		8	8	8	8	8		40
ASST, LAB		8	8	8	8	8		40
ASST, LAB		8	8	8	8	8		40
ASST, LAB		8	8	8	8	8		40
ASST, LAB		8	8	8	8	8		40
ASST, LAB		8	8	8	8	8		40
CERTIFIED PHLEB TECH(NON BARG)		8	8	8	8	8		40
CERTIFIED PHLEB TECHNICIAN		8	8	8	8	8		40
CERTIFIED PHLEB TECHNICIAN		8	8	8	8	8		40
CERTIFIED PHLEB TECHNICIAN		8	8	8	8	8		40
CERTIFIED PHLEB TECHNICIAN		8	8	8	8	8		40
CERTIFIED PHLEB TECHNICIAN		8	8	8	8	8		40
CERTIFIED PHLEB TECHNICIAN		8	8	8	8	8		40
CERTIFIED PHLEB TECHNICIAN		4	4	4	4	4		20
CERTIFIED PHLEB TECHNICIAN		8	8	8	8	8		40
CERTIFIED PHLEB TECHNICIAN		8	8	8	8	8		40
CERTIFIED PHLEB TECHNICIAN		8	8	8	8	8		40
CERTIFIED PHLEB TECHNICIAN		4	4	4	4	4		20
CERTIFIED PHLEB TECHNICIAN		8	8	8	8	8		40
CERTIFIED PHLEB TECHNICIAN		8	8	8	8	8		40
CERTIFIED PHLEB TECHNICIAN		8	8	8	8	8		40
CERTIFIED PHLEB TECHNICIAN		8		8		8		24
CERTIFIED PHLEB TECHNICIAN		8	8	8	8	8		40
CERTIFIED PHLEB TECHNICIAN		8	8	8	8	8		40
CERTIFIED PHLEB TECHNICIAN		8	8	8	8	8		40
CERTIFIED PHLEB TECHNICIAN-PD		0	0	0	0	0		0
CERTIFIED PHLEB TECHNICIAN-PD		0	0	0	0	0		0
CERTIFIED PHLEB TECHNICIAN-PD		0	0	0	0	0		0
CERTIFIED PHLEB TECHNICIAN-PD		0	0	0	0	0		0
CLS - PD 10HR		0	0	0	0	0		0
CLS - PD 10HR		0	0	0	0	0		0
CLS - PD 8 HR		0	0	0	0	0		0
CLS - PD 8 HR		0	0	0	0	0		0
CLS - PD 8 HR		0	0	0	0	0		0
CLS - PD 8 HR		0	0	0	0	0		0
CLS - PD 8 HR		0	0	0	0	0		0
CLS - PD 8 HR		0	0	0	0	0		0
CLS - PD 8 HR		0	0	0	0	0		0
CLS - PD 8 HR		0	0	0	0	0		0
CLS-10HR		10	10	10	10			40
CLS-10HR			10	10	10	10		40
CLS-10HR				10	10	10	10	40
CLS-10HR		10	10	10	10			40
CLS-10HR		10	10	10	10			40
CLS-10HR		10	10	10	10			40
CLS-10HR		10	10	10	10			40
CLS-8HR		8	8	8	6			30
CLS-8HR		8	8	8	8	8		40
CLS-8HR		8	8	8	8	8		40
CLS-8HR		8	8	8	8	8		40
CLS-8HR		8	8	8	8	8		40
CLS-8HR		8	8	8	8	8		40
CLS-8HR		8	8	8	8	8		40
CLS-8HR		8	8	8	8	8		40
CLS-8HR		8	8	8	8	8		40
CLS-8HR		8	8	8	8	8		40
CLS-8HR		8	8	8	8	8		40
CLS-8HR		8	8	8	8	8		40
DIR-LABORATORY		8	8	8	8	8		40
LEAD LAB ASST		8	8	8	8	8		40

SUPV-BLOOD BANK 8HR		8	8	8	8	8		40	
SUPV-LABORATORY		8	8	8	8	8		40	
								0	
Point of Care Coordinator		8	8	8	8	8		40	
								0	PROD FTEs
1st Shift TOTALS:	0	410	412	430	420	372	10	2054	51.35
Employees per day	0.0	51.3	51.5	53.8	52.5	46.5	1.3		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	PROD FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	PROD FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

									PROD FTEs
PROPOSED TOTALS:	0.00	410	412	430	420	372	10	2054	51.35
Employees per day	0.0	51.3	51.5	53.8	52.5	46.5	1.3		

Productivity: 0.13
Paid Productivity: 0.15

Annual Prod Manhours: 106,808
Annual Paid Manhours: 118,676

Billed Tests: 810,193
Non-Productive Rate: 10.00%

Productive FTEs:	51.35
Paid FTEs:	57.06
Target Prod FTEs:	51.35
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Pathological Laboratory Services
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total	
ASST, LAB		8	8	8	8	8		40	
TRANSCRIBER		4	4	4	4	4		20	
								0	
								0	
								0	
								0	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	0	12	12	12	12	12	0	60	1.5
Employees per day	0.0	1.5	1.5	1.5	1.5	1.5	0.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									FTEs
PROPOSED TOTALS:	0.00	12	12	12	12	12	0	60	1.50
Employees per day	0.0	1.5	1.5	1.5	1.5	1.5	0.0		

Productivity:	0.21	Annual Prod Manhours:	2,808
Paid Productivity:	0.23	Annual Paid Manhours:	3,120
Billed Tests:	13,430		
Non-Productive Rate:	10.00%		

Productive FTEs:	1.35
Paid FTEs:	1.50
Target Prod FTEs:	1.33
Variance to Target FTEs:	(0.02)

NOTES:

Saint Francis Medical Center
Cardiac Catheterization Service
Labor Matrix
4/5/2018

Day 1st Shift	SU	M	TU	W	TH	F	SA	Total	
CLINICAL MGR-CATH LAB		8	8	8	8	8		40	
COORD, CARDIOVAS NRS		8	8	8	8	8		40	
INTERIM CLINICAL MGR-CATH LAB								0	
RN 10HR	40							40	
RN 10HR	40							40	
RN 8HR	40							40	
RN I 10HR	40							40	
RN I 10HR PD								0	
RN II 10HR	40							40	
RN III 10HR	20							20	
SR UNIT COORDINATOR		8	8	8	8	8		40	
TECH, CARDIO INVAS	40							40	
TECH, CARDIO INVAS PD								0	
TECH, RADIOLOGY SPEC 10HR	40							40	
TECH,CATH LAB CVRT I 10HR	40							40	
TECH,CATH LAB CVRT II 10HR	40							40	
								0	
								0	PROD FTEs
1st Shift TOTALS:	380	24	24	24	24	24	0	500	12.5
Employees per day	47.5	3.0	3.0	3.0	3.0	3.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	
								0	
								0	PROD FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	
								0	
								0	
								0	
								0	PROD FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									PROD FTEs
PROPOSED TOTALS:	380.00	24	24	24	24	24	0	500	12.50
Employees per day	47.5	3.0	3.0	3.0	3.0	3.0	0.0		

Productivity: -
Paid Productivity: -

Annual Manhours: 26,000 0
Annual Paid Manhours: 28,889

Fixed: 0
Non-Productive Rate: 10.00%

Productive FTEs:	12.50
Paid FTEs:	13.89
Target Prod FTEs:	12.5
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Interventional Angio Services
Labor Matrix
4/5/2018

Day 1st Shift	SU	M	TU	W	TH	F	SA	Total	
RN I 10HR	40							40	
RN I 10HR	40							40	
RN I 10HR	40							40	
RN I 10HR	40							40	
RN II 10HR	40							40	
TECH,CATH LAB CVRT I 10HR	40							40	
TECH,CATH LAB CVRT I 10HR	30							30	
TECH,CATH LAB CVRT I 10HR	40							40	
								0	
PICC Nurse (Eliminates purchased PICC placement service $158K annua	40							40	
								0	
								0	
								0	PROD FTEs
1st Shift TOTALS:	350	0	0	0	0	0	0	350	8.75
Employees per day	43.8	0.0	0.0	0.0	0.0	0.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	
								0	
								0	PROD FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	
								0	
								0	
								0	
								0	PROD FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									PROD FTEs
PROPOSED TOTALS:	350.00	0	0	0	0	0	0	350	8.75
Employees per day	43.8	0.0	0.0	0.0	0.0	0.0	0.0		

Productivity: -
Paid Productivity: -

Annual Manhours: 18,200 0
Annual Paid Manhours: 20,222

Fixed: 0
Non-Productive Rate: 10.00%

Productive FTEs:	8.75
Paid FTEs:	9.72
Target Prod FTEs:	8.75
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Electrocardiology
Labor Matrix
4/5/2018

Day 1st Shift	SU	M	TU	W	TH	F	SA	Total	
COORD., PACEMAKER CLINIC		8	8	8	8	8		40	
TECH, CARDIO STAFF	40							40	
TECH, CARDIO STAFF	40							40	
TECH, CARDIO STAFF	40							40	
TECH, CARDIO STAFF	40							40	
TECH, ECHO	40							40	
TECH, ECHO								0	
TECH, ECHO - PD								0	
TECH, ECHO - PD								0	
TECH, ECHO - PD								0	
								0	
TECH, ECHO	40							40	
TECH, ECHO	40							40	
								0	PROD FTEs
1st Shift TOTALS:	320	8	8	8	8	8	0	360	9
Employees per day	40.0	1.0	1.0	1.0	1.0	1.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	
								0	
								0	PROD FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	
								0	
								0	
								0	
								0	PROD FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

									PROD FTEs
PROPOSED TOTALS:	320.00	8	8	8	8	8	0	360	9.00
Employees per day	40.0	1.0	1.0	1.0	1.0	1.0	0.0		

Productivity:	0.40	Annual Manhours:	18,720
Paid Productivity:	0.44	Annual Paid Manhours:	20,800
Procedures:	46,817		
Non-Productive Rate:	10.00%		

Productive FTEs:	9.00
Paid FTEs:	10.00
Target Prod FTEs:	9
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Electroencephalography
Labor Matrix
4/5/2018

Day 1st Shift	SU	M	TU	W	TH	F	SA	Total	
TECH, EEG		7	7	6	6	6		32	
TECH, EEG PD								0	
								0	
								0	
								0	
								0	PROD FTEs
1st Shift TOTALS:	0	7	7	6	6	6	0	32	0.8
Employees per day	0.0	0.9	0.9	0.8	0.8	0.8	0.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	
								0	
								0	PROD FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	
								0	
								0	
								0	
								0	PROD FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									PROD FTEs
PROPOSED TOTALS:	0.00	7	7	6	6	6	0	32	0.80
Employees per day	0.0	0.9	0.9	0.8	0.8	0.8	0.0		

Productivity:	1.68	Annual Manhours:	1,664	0
Paid Productivity:	1.86	Annual Paid Manhours:	1,849	

Procedures:	992
Non-Productive Rate:	10.00%

Productive FTEs:	0.80
Paid FTEs:	0.89
Target Prod FTEs:	0.8
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Radiology Diagnostic
Labor Matrix
4/5/2018

Day 1st Shift	SU	M	TU	W	TH	F	SA	Total	
ASST, DEPT		8	8	8	8	8		40	
CLERK		8	8	8	8	8		40	
CLERK		8	8	8	8			32	
CLERK 2		8	8	8	8	8		40	
CLERK 2		8	8	8	8	8		40	
CLINICAL DIR-IMAGING SVCS		8	8	8	8	8		40	
SCHED, PATIENT		8	8	8	8	8		40	
SCHED, PATIENT		8	8	8	8	8		40	
SCHED, PATIENT		8	8	8	8	8		40	
SUPV-DIAGNOSTIC IMAGING		8	8	8	8	8		40	
TECH, RADIOLOGY		8	8	8	8	8		40	
TECH, RADIOLOGY		8	8	8	8	8		40	
TECH, RADIOLOGY		8	8	8	8	8		40	
TECH, RADIOLOGY		8	8	8	8	8		40	
TECH, RADIOLOGY		8	8	8	8	8		40	
TECH, RADIOLOGY		8	8	8	8	8		40	
TECH, RADIOLOGY		8	8	8	8	8		40	
TECH, RADIOLOGY		8	8	8	8	8		40	
TECH, RADIOLOGY		8	8	8	8	8		40	
TECH, RADIOLOGY		8	8	8	8	8		40	
TECH, RADIOLOGY		8	8	8	8	8		40	
TECH, RADIOLOGY		8	8	8	8	8		40	
TECH, RADIOLOGY SPEC								0	
TECH, RADIOLOGY-PD								0	
TECH, RADIOLOGY-PD								0	
TECH, RADIOLOGY-PD								0	
TECH, RADIOLOGY-PD								0	
TECH, RADIOLOGY-PD								0	
TECH, RADIOLOGY-PD								0	
TECH, RADIOLOGY-PD								0	
TECH, RADIOLOGY-PD								0	
TECH, RADIOLOGY-PD								0	
								0	PROD FTEs
								0	22.8
1st Shift TOTALS:	0	184	184	184	184	176	0	912	
Employees per day	0.0	23.0	23.0	23.0	23.0	22.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	
								0	
								0	PROD FTEs
	0	0	0	0	0	0	0	0	0
2nd Shift TOTALS:									
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	
								0	
								0	
								0	
								0	PROD FTEs
	0	0	0	0	0	0	0	0	0
3rd Shift TOTALS:									
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		PROD FTEs

PROPOSED TOTALS:									
	0.00	184	184	184	184	176	0	912	22.80
Employees per day	0.0	23.0	23.0	23.0	23.0	22.0	0.0		
Productivity:	0.74		Annual Manhours:			47,424	0		
Paid Productivity:	0.83		Annual Paid Manhours:			52,693			
Procedures:	63,768								
Non-Productive Rate:	[illegible]								

Productive FTEs:	22.80
[illegible] FTEs:	[illegible]
Target Prod FTEs:	22.8
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Radiation Therapy
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total	
RADIATION THERAPIST		8	8	8	8	8		40	
RADIATION THERAPIST		8	8	8	8	8		40	
RADIATION THERAPIST PD								0	
RADIATION THERAPIST PD								0	
RADIATION THERAPIST WO		8	8	8	8	8		40	
RN I 8HR		8	8	8	8	8		40	
SR UNIT COORDINATOR		8	8	8	8	8		40	
								0	
								0	FTEs
1st Shift TOTALS:	0	40	40	40	40	40	0	200	5
Employees per day	0.0	5.0	5.0	5.0	5.0	5.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									FTEs
PROPOSED TOTALS:	0.00	40	40	40	40	40	0	200	5.00
Employees per day	0.0	5.0	5.0	5.0	5.0	5.0	0.0		

Productivity: 0.59
Paid Productivity: 0.66

Annual Prod Manhours: 9,360
Annual Paid Manhours: 10,400

Procedures: 15,812
Non-Productive Rate: 10.00%

Productive FTEs:	4.50
Paid FTEs:	5.00
Target Prod FTEs:	4.50
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Nuclear Medicine
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total	
TECH, NUC MEDICINE		8	8	8	8	8		40	
TECH, NUC MEDICINE		8	4	4	7	8		31	
								0	
								0	
								0	
								0	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	0	16	12	12	15	16	0	71	1.775
Employees per day	0.0	2.0	1.5	1.5	1.9	2.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

PROPOSED TOTALS:	0.00	16	12	12	15	16	0	71	FTEs 1.78
Employees per day	0.0	2.0	1.5	1.5	1.9	2.0	0.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 3,323
Annual Paid Manhours: 3,692

Fixed: 0
Non-Productive Rate: 10.00%

Productive FTEs:	1.60
Paid FTEs:	1.78
Target Prod FTEs:	1.60
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Magnetic Resonance Imaging
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total	
TECH, MRI		8	8	8	8	8		40	
TECH, MRI	8		8		6		8	30	
TECH, MRI		8	8	8	8	8		40	
TECH, MRI-PD	4							4	
TECH, MRI-PD		4						4	
TECH, MRI-PD						4		4	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	12	20	24	16	22	20	8	122	3.05
Employees per day	1.5	2.5	3.0	2.0	2.8	2.5	1.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									FTEs
PROPOSED TOTALS:	12.00	20	24	16	22	20	8	122	3.05
Employees per day	1.5	2.5	3.0	2.0	2.8	2.5	1.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 5,710
Annual Paid Manhours: 6,344

Fixed: 0
Non-Productive Rate: 10.00%

Productive FTEs:	2.75
Paid FTEs:	3.05
Target Prod FTEs:	2.75
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Ultrasonography
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total	
TECH, ULTRASOUND								0	
TECH, ULTRASOUND								0	
TECH, ULTRASOUND								0	
TECH, ULTRASOUND								0	
TECH, ULTRASOUND								0	
TECH, ULTRASOUND-PD								0	
TECH, ULTRASOUND-PD								0	
TECH, ULTRASOUND-PD								0	
TECH, ULTRASOUND-PD								0	
TECH, ULTRASOUND-PD								0	
TECH, ULTRASOUND-PD								0	
TECH, ULTRASOUND-PD								0	
								0	
Tech, Ultrasound		8	8	8	8	8		40	
Tech, Ultrasound		8	8	8	8	8		40	
Tech, Ultrasound	8						8	16	
Tech, Ultrasound	6						6	12	
								0	
								0	FTEs
1st Shift TOTALS:	14	16	16	16	16	16	14	108	2.7
Employees per day	1.8	2.0	2.0	2.0	2.0	2.0	1.8		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
Tech, Ultrasound		8	8	8	8	8		40	
Tech, Ultrasound		8	8	8	8	8		40	
Tech, Ultrasound	4						4	8	
Tech, Ultrasound	8						8	16	
								0	FTEs
2nd Shift TOTALS:	12	16	16	16	16	16	12	104	2.6
Employees per day	1.5	2.0	2.0	2.0	2.0	2.0	1.5		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
Tech, Ultrasound		8	8	8	8	8		40	
								0	
								0	FTEs
3rd Shift TOTALS:	0	8	8	8	8	8	0	40	1
Employees per day	0.0	1.0	1.0	1.0	1.0	1.0	0.0		
									FTEs
PROPOSED TOTALS:	26.00	40	40	40	40	40	26	252	6.30
Employees per day	3.3	5.0	5.0	5.0	5.0	5.0	3.3		

Productivity: 0.62
Paid Productivity: 0.69

Annual Prod Manhours: 11,794
Annual Paid Manhours: 13,104

Procedures: 19,125
Non-Productive Rate: 10.00%

Productive FTEs:	5.67
Paid FTEs:	6.30
Target Prod FTEs:	5.67
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Computed Tomographic Scanner
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total	
TECH, C T		8	8	8	8	8		40	
TECH, C T		8	8	8	8	8		40	
TECH, C T		4	4	4	4	4		20	
TECH, C T		8	8	8	8	8		40	
TECH, C T		6	6	6	6	6		30	
TECH, C T - PD	8	4	4					16	
TECH, C T - PD	8	4		4				16	
TECH, C T - PD					4	4	8	16	
TECH, C T - PD			4			4	8	16	
TECH, RADIOLOGY SPEC		8	8	8	8	8		40	
TECH, RADIOLOGY SPEC		8	8	8	8	8		40	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	16	58	58	54	54	58	16	314	7.85
Employees per day	2.0	7.3	7.3	6.8	6.8	7.3	2.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									FTEs
PROPOSED TOTALS:	16.00	58	58	54	54	58	16	314	7.85
Employees per day	2.0	7.3	7.3	6.8	6.8	7.3	2.0		

Productivity:	0.50	Annual Prod Manhours:	14,695
Paid Productivity:	0.56	Annual Paid Manhours:	16,328
Procedures:	29,325		
Non-Productive Rate:	10.00%		

Productive FTEs:	7.07
Paid FTEs:	7.85
Target Prod FTEs:	7.07
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Womens Imaging Center
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total	
TECH, RAD MAMMGRAPHY LEAD		8	8	8	8	8		40	
TECH, ULTRASOUND		8	8	8	8	8		40	
								0	
								0	
								0	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	0	16	16	16	16	16	0	80	2
Employees per day	0.0	2.0	2.0	2.0	2.0	2.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
PROPOSED TOTALS:	0.00	16	16	16	16	16	0	80	FTEs 2.00
Employees per day	0.0	2.0	2.0	2.0	2.0	2.0	0.0		

Productivity:	0.87	Annual Prod Manhours:	3,744
Paid Productivity:	0.96	Annual Paid Manhours:	4,160
Adj Patient Days:	4,326		
Non-Productive Rate:	10.00%		

Productive FTEs:	1.80
Paid FTEs:	2.00
Target Prod FTEs:	1.80
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Pharmacy
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total
COORD, PHARMACY DEPT		8	8	8	8	8		40
DIR-PHARMACY		8	8	8	8	8		40
INTERN, PHARMACY-PD								0
INTERN, PHARMACY-PD								0
PHARM, CLINICAL SPEC-10HR		8	8	8	8	8		40
PHARMACIST-10

1st Shift TOTALS:	70	284	284	284	284	284	40	1530	38.25
Employees per day	8.8	35.5	35.5	35.5	35.5	35.5	5.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

									FTEs
PROPOSED TOTALS:	70.00	284	284	284	284	284	40	1530	38.25
Employees per day	8.8	35.5	35.5	35.5	35.5	35.5	5.0		

Productivity: 0.49
Paid Productivity: 0.55

Annual Prod Manhours: 71,604
Annual Paid Manhours: 79,560

Adj Patient Days: 145,308
Non-Productive Rate: 10.00%

Productive FTEs:	34.43
Paid FTEs:	38.25
Target Prod FTEs:	35.78
Variance to Target FTEs:	1.36

NOTES:

Saint Francis Medical Center
Respiratory
Labor Matrix
4/5/2018

Day 1st Shift	SU	M	TU	W	TH	F	SA	Total	
Director RT		8	8	8	8	8		40	
RT Biller		8	8	8	8	8		40	
Lead	12	12	12	12	12	12	12	84	
24/7 coverage	12	12	12	12	12	12	12	84	
24/7 coverage	12	12	12	12	12	12	12	84	
24/7 coverage	12	12	12	12	12	12	12	84	
24/7 coverage	12	12	12	12	12	12	12	84	
24/7 coverage	12	12	12	12	12	12	12	84	
24/7 coverage	12	12	12	12	12	12	12	84	
24/7 coverage	12	12	12	12	12	12	12	84	
24/7 coverage	12	12	12	12	12	12	12	84	
24/7 coverage	12	12	12	12	12	12	12	84	
24/7 coverage	12	12	12	12	12	12	12	84	
								0	
								0	
								0	PROD FTEs
1st Shift TOTALS:	**120**	**136**	**136**	**136**	**136**	**136**	**120**	**920**	**23**
Employees per day	**15.0**	**17.0**	**17.0**	**17.0**	**17.0**	**17.0**	**15.0**		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
Lead	12	12	12	12	12	12	12	84	
24/7 coverage	12	12	12	12	12	12	12	84	
24/7 coverage	12	12	12	12	12	12	12	84	
24/7 coverage	12	12	12	12	12	12	12	84	
24/7 coverage	12	12	12	12	12	12	12	84	
24/7 coverage	12	12	12	12	12	12	12	84	
24/7 coverage	12	12	12	12	12	12	12	84	
24/7 coverage	12	12	12	12	12	12	12	84	
								0	
								0	
								0	
								0	PROD FTEs
2nd Shift TOTALS:	**96**	**96**	**96**	**96**	**96**	**96**	**96**	**672**	**16.8**
Employees per day	**12.0**	**12.0**	**12.0**	**12.0**	**12.0**	**12.0**	**12.0**		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	PROD FTEs
3rd Shift TOTALS:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Employees per day	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		
									PROD FTEs
PROPOSED TOTALS:	**216.00**	**232**	**232**	**232**	**232**	**232**	**216**	**1592**	**39.80**
Employees per day	**27.0**	**29.0**	**29.0**	**29.0**	**29.0**	**29.0**	**27.0**		

Productivity:	0.30	Annual Manhours:	82,784	0
Paid Productivity:	0.34	Annual Paid Manhours:	91,982	

Fixed:	273,739	**Productive FTEs:**	**39.80**
Non-Productive Rate:	10.99%	**Paid FTEs:**	**44.22**
		Target Prod FTEs:	**37.7**
NOTES:		**Variance to Target FTEs:**	**(2.10)**

Saint Francis Medical Center
Respiratory Neonatal
Labor Matrix
4/5/2018

Day 1st Shift	SU	M	TU	W	TH	F	SA	Total	
MGR-NEONATAL RESPIRATORY		8	8	8	8	8		40	
								0	
24/7 coverage	12	12	12	12	12	12	12	84	
24/7 coverage	4	6	6	6	4	4	4	34	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	PROD FTEs
1st Shift TOTALS:	16	26	26	26	24	24	16	158	3.95
Employees per day	2.0	3.3	3.3	3.3	3.0	3.0	2.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
24/7 coverage	12	12	12	12	12	12	12	84	
24/7 coverage	6	6	6	6	6	6	6	42	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	PROD FTEs
2nd Shift TOTALS:	18	18	18	18	18	18	18	126	3.15
Employees per day	2.3	2.3	2.3	2.3	2.3	2.3	2.3		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	PROD FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0

Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		PROD FTEs
PROPOSED TOTALS:	34.00	44	44	44	42	42	34	284	7.10
Employees per day	4.3	5.5	5.5	5.5	5.3	5.3	4.3		

Productivity: -
Paid Productivity: -

Annual Manhours: 14,768 0
Annual Paid Manhours: 16,409

Fixed: 0
Non-Productive Rate: 10.00%

Productive FTEs:	**7.10**
Paid FTEs:	**7.82**
Target Prod FTEs:	**7.12**
Variance to Target FTEs:	**0.02**

NOTES:

Saint Francis Medical Center
Pulmonary Function
Labor Matrix
4/5/2018

Day 1st Shift	SU	M	TU	W	TH	F	SA	Total	
								0	
Float RT	1.5	1.5	1.5	1.5	1.5	1.5	1.5	10.5	
								0	
								0	
								0	
								0	
								0	
								0	PROD FTEs
1st Shift TOTALS:	2	2	2	2	2	2	2	10.5	0.2625
Employees per day	0.2	0.2	0.2	0.2	0.2	0.2	0.2		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	PROD FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	PROD FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									PROD FTEs
PROPOSED TOTALS:	1.50	1.5	1.5	1.5	1.5	1.5	1.5	10.5	0.26
Employees per day	0.2	0.2	0.2	0.2	0.2	0.2	0.2		

Productivity:	0.21	Annual Manhours:	546 0
Paid Productivity:	0.23	Annual Paid Manhours:	607
RVUs:	2,636		
Non-Productive Rate:	10.00%		

Productive FTEs:	**0.26**
Paid FTEs:	**0.29**
Target Prod FTEs:	**0.26**
Variance to Target FTEs:	**(0.00)**

NOTES:

Saint Francis Medical Center
Gastrointestinal Services
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total	
RN 8 HR		8	8	8	8	8		40	
RN 8 HR		8	8	8		8		32	
RN I 8 HR		8	8	8	8	8		40	
TECH, GI		8	8	8	8	8		40	
TECH, SURGICAL		8	8	8	8	8		40	
								0	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	0	40	40	40	32	40	0	192	4.8
Employees per day	0.0	5.0	5.0	5.0	4.0	5.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									FTEs
PROPOSED TOTALS:	0.00	40	40	40	32	40	0	192	4.80
Employees per day	0.0	5.0	5.0	5.0	4.0	5.0	0.0		

Productivity:	3.15	Annual Prod Manhours:	8,986
Paid Productivity:	3.50	Annual Paid Manhours:	9,984
Procedures:	2,849		
Non-Productive Rate:	10.00%		

Productive FTEs:	4.32
Paid FTEs:	4.80
Target Prod FTEs:	4.32
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Rehab Administration
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total	
ADV PRACT II - PD					8		8	16	
ASST, PT CERT		8	8	8	8	8		40	
ASST, PT CERT		8	8	8	8	8		40	
ASST, PT CERT		7	6	6	6	7		32	
CLERK 2								0	
OT, ADV PRACT I		8	8	8	8	8		40	
OT, ADV PRACT II		8	8	8	8	8		40	
PT AIDE		8	8	8	8	8		40	
PT II LEAD		8	8	8	8	8		40	
PT PRACTITIONER		8	8	8	8	8		40	
PT PRACTITIONER - PD					8		8	16	
PT, ADV PRACT I		8	8	8	8	8		40	
PT, ADV PRACT I		8	8	8	8	8		40	
PT, ADV PRACT II		8	8	8	8	8		40	
SPEECH LANGUAGE PATHOLOGIST-PD				8		8		16	
								0	
THERAPIST, OCCUPATIONAL		8	8	8	8	8		40	
								0	
Clerical		8	8	8	8	8		40	
Speech Therapist		8	8	8	8	8		40	
Occupational Therapist		8	8	8	8	8		40	
Director		8	8	8	8	8		40	
Physical Therapist		8	8	8	8	8		40	
Physical Therapist						5	5	10	
Physical Therapist								0	
								0	FTEs
								770	19.25
1st Shift TOTALS:	0	143	142	150	158	156	21		
Employees per day	0.0	17.9	17.8	18.8	19.8	19.5	2.6		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									FTEs
PROPOSED TOTALS:	0.00	143	142	150	158	156	21	770	19.25
Employees per day	0.0	17.9	17.8	18.8	19.8	19.5	2.6		

Productivity:	-	Annual Prod Manhours:	36,036
Paid Productivity:	-	Annual Paid Manhours:	40,040
Fixed:	0	**Productive FTEs:**	17.33
Non-Productive Rate:	10.00%	**Paid FTEs:**	19.25
		Target Prod FTEs:	16.43

Variance to Target FTEs:	(0.90)

NOTES:

Saint Francis Medical Center
Hearing Screening
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total	
TECH,HEARING SCREENER		8	8	8	8	8		40	
Float PD		4	4	4	4	4		20	
								0	
								0	
								0	
								0	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	0	12	12	12	12	12	0	60	1.5
Employees per day	0.0	1.5	1.5	1.5	1.5	1.5	0.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

									FTEs
PROPOSED TOTALS:	0.00	12	12	12	12	12	0	60	1.50
Employees per day	0.0	1.5	1.5	1.5	1.5	1.5	0.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 2,808
Annual Paid Manhours: 3,120

Fixed: 0
Non-Productive Rate: 10.00%

Productive FTEs:	1.35
Paid FTEs:	1.50
Target Prod FTEs:	1.33
Variance to Target FTEs:	(0.02)

NOTES:

Saint Francis Medical Center
Education
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total	
EDUCATION ASSISTANT		8	8	8	8	8		40	
EDUCATOR, CLINICAL-8HR		8	8	8	8	8		40	
EDUCATOR, NON-CLINICAL		8	8	8	8	8		40	
								0	
Director		8	8	8	8	8		40	
OR Educator		8	8	8	8	8		40	
FLC Educator		8	8	8	8	8		40	
ER Educator		8	8	8	8	8		40	
Critical Care Educator		8	8	8	8	8		40	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	0	64	64	64	64	64	0	320	8
Employees per day	0.0	8.0	8.0	8.0	8.0	8.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
								0	0
2nd Shift TOTALS:	0	0	0	0	0	0	0		
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
								0	0
3rd Shift TOTALS:	0	0	0	0	0	0	0		
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

									FTEs
PROPOSED TOTALS:	0.00	64	64	64	64	64	0	320	8.00
Employees per day	0.0	8.0	8.0	8.0	8.0	8.0	0.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 14,976
Annual Paid Manhours: 16,640

Fixed: 0
Non-Productive Rate: 0.00%

Productive FTEs:	7.20
Paid FTEs:	8.00
Target Prod FTEs:	7.20
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Printing & Duplication
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total	
PRINTER		8	8	8	8	8		40	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	0	8	8	8	8	8	0	40	1
Employees per day	0.0	1.0	1.0	1.0	1.0	1.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

									FTEs
PROPOSED TOTALS:	0.00	8	8	8	8	8	0	40	1.00
Employees per day	0.0	1.0	1.0	1.0	1.0	1.0	0.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 1,872
Annual Paid Manhours: 2,080

Fixed: 0
Non-Productive Rate: 10.00%

Productive FTEs:	0.90
Paid FTEs:	1.00
Target Prod FTEs:	0.90
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Dietary/FNS
Labor Matrix
4/5/2018

Day 1st Shift	SU	M	TU	W	TH	F	SA	Total
AIDE, DIETARY	40							40
AIDE, DIETARY	20							20
AIDE, DIETARY	40							40
AIDE, DIETARY	40							40
AIDE, DIETARY	30							30
AIDE, DIETARY	20							20
AIDE, DIETARY	16							16
AIDE, DIETARY-PD	16							16
AIDE, DIETARY-PD	16							16
AIDE, DIETARY-PD	40							40
ASST, DEPT								0
								40
CASHIER	40							16
CASHIER - PD	16							16
CASHIER - PD	16							16
CASHIER - PT LIMITED	16							40
COOK	40							40
COOK	40							40
COOK	40							40
COOK	40							40
COOK	40							16
COOK - PD	16							16
COOK - PD	16							16
COOK - PD	16							40
COOK, GRILL	40							40
COOK, GRILL	40							0
DIETICIAN								40
DIETICIAN	40							40
DIETICIAN	40							8
DIETICIAN - PD	8							16
DIETICIAN - PD	16							16
DIETICIAN - PD	16							0
DIETICIAN - PD								16
DIETICIAN - PD	16							40
DIETICIAN, CNSC	40							16
GRILL COOK - PD	16							40
HOST/HOSTESS	40							16
HOST/HOSTESS - PD	16							40
INV CONTROL CLERK	40							16
INV CONTROL CLERK-PD	16							40
WORKER, FOOD SERVICE	40

Cook - vacant	16							16	
Cook - vacant	16							16	
Potwasher - vacant	9							9	
Carsperson - in process	16							16	
								0	
								0	PROD FTEs
1st Shift TOTALS:	**1887**	**0**	**0**	**0**	**0**	**0**	**0**	**1887**	**47.175**
Employees per day	**235.9**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
COOK	40							40	
COOK	40							40	
CASHIER	40							40	
AIDE, DIETARY	40							40	
AIDE, DIETARY	40							40	
CARTPERSON	40							40	
WORKER, FOOD SERVICE	20							20	
WORKER, FOOD SERVICE	20							20	
WORKER, FOOD SERVICE	20							20	
WORKER, FOOD SERVICE	22.5							22.5	
WORKER, FOOD SERVICE	22.5							22.5	
								0	
PM Grill Cook - vacant	40							40	
								0	
								0	
								0	PROD FTEs
2nd Shift TOTALS:	**385**	**0**	**0**	**0**	**0**	**0**	**0**	**385**	**9.625**
Employees per day	**48.1**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	PROD FTEs
								0	0
3rd Shift TOTALS:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
Employees per day	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		
									PROD FTEs
PROPOSED TOTALS:	**2272.00**	**0**	**0**	**0**	**0**	**0**	**0**	**2272**	**56.80**
Employees per day	**284.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		

Productivity: 0.10
Paid Productivity: 0.12

Annual Prod Manhours: 118,144
Annual Paid Manhours: 131,271

Meals: 1,128,627
Non-Productive Rate: 10.00%

Productive FTEs:	**56.80**
Paid FTEs:	**63.61**
Target Prod FTEs:	**56.8**
Variance to Target FTEs:	**0.00**

NOTES:

Saint Francis Medical Center
Laundry & Linen
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total	
ASST, LINEN/TRANSPORT-PT LMTD		4	4	4	4	4		20	
LINEN CLERK, LEAD		8	8	8	8	8		40	
TRANSPORTER		8	8	8	8	8		40	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	0	20	20	20	20	20	0	100	2.5
Employees per day	0.0	2.5	2.5	2.5	2.5	2.5	0.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

									FTEs
PROPOSED TOTALS:	0.00	20	20	20	20	20	0	100	2.50
Employees per day	0.0	2.5	2.5	2.5	2.5	2.5	0.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 4,680
Annual Paid Manhours: 5,200

Fixed: 0
Non-Productive Rate: 10.00%

Productive FTEs:	2.25
Paid FTEs:	2.50
Target Prod FTEs:	2.25
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Social Work Services
Labor Matrix
4/5/2018

Day 1st Shift	SU	M	TU	W	TH	F	SA	Total
DISCHARGE PLANNER		8	8	8	8	8		40
DISCHARGE PLANNER		8	8	8	8	8		40
DISCHARGE PLANNER		8	8	8	8	8		40
DISCHARGE PLANNER		8	8	8	8	8		40
DISCHARGE PLANNER		8	8	8	8	8		40
DISCHARGE PLANNER		8	8	8	8	8		40
DISCHARGE PLANNER		8	8	8	8	8		40
DISCHARGE PLANNER		8	8	8	8	8		40
DISCHARGE PLANNER		8	8	8	8	8		40
DISCHARGE PLANNER		8	8	8	8	8		40
DISCHARGE PLANNER		8	8	8	8	8		40
DISCHARGE PLANNER PD	8						8	16
DISCHARGE PLANNER PD	8						8	16
DISCHARGE PLANNER PD	8						8	16
								0
								0
SOCIAL WORKER		8	8	8	8	8		40
SOCIAL WORKER		8	8	8	8	8		40
SOCIAL WORKER		8	8	8	8	8		40
SOCIAL WORKER		8	8	8	8	8		40
SOCIAL WORKER	8						8	16
SOCIAL WORKER		8	8	8	8	8		40
SOCIAL WORKER		8	8	8	8	8		40
SOCIAL WORKER		8				8	8	24
SOCIAL WORKER-EVENINGS							8	16
SOCIAL WORKER-PD	8							28
SOCIAL WORKER-PD	7		7	7	7			0
								40
DISCHARGE PLANNER		8	8	8	8	8		40
LEAD,LCSW / PSYCH CARE COORD		8	8	8	8	8		0
								-215
Reduce	-215							0
								0
								0
								PROD FTEs
1st Shift TOTALS:	-168	160	159	159	159	160	48	677
Employees per day	-21.0	20.0	19.9	19.9	19.9	20.0	6.0	16.925

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	PROD FTEs
								0	0
2nd Shift TOTALS:	0	0	0	0	0	0	0		
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	PROD FTEs
								0	0
3rd Shift TOTALS:	0	0	0	0	0	0	0		
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

									PROD FTEs
PROPOSED TOTALS:	-168.00	160	159	159	159	160	48	677	16.93
Employees per day	-21.0	20.0	19.9	19.9	19.9	20.0	6.0		

Productivity:	1.06	Annual Manhours:	35,204
Paid Productivity:	1.18	Annual Paid Manhours:	39,116
Adusted Discharges:	33,118		
Non-Productive Rate:	10.00%		

Productive FTEs:	**16.93**
Paid FTEs:	**18.81**
Target Prod FTEs:	**22.3**
Variance to Target FTEs:	**5.38**

NOTES:

Saint Francis Medical Center
Central Transporation
Labor Matrix
4/5/2018

Day 1st Shift	SU	M	TU	W	TH	F	SA	Total	
DISPATCHER, CENTRAL TRANSPORT	40							40	
DISPATCHER, CENTRAL TRANSPORT	32							32	
DISPATCHER, CENTRAL TRANSPORT	40							40	
DISPATCHER, CENTRAL TRANSPORT	40							40	
TRANSPORTER	40							40	
TRANSPORTER	40							40	
TRANSPORTER	40							40	
TRANSPORTER	40							40	
TRANSPORTER	40							40	
TRANSPORTER	40							40	
TRANSPORTER	40							40	
TRANSPORTER	40							40	
TRANSPORTER	40							40	
TRANSPORTER	40							40	
TRANSPORTER	40							40	
TRANSPORTER	40							40	
TRANSPORTER	40							40	
TRANSPORTER	40							40	
TRANSPORTER	40							40	
TRANSPORTER - PD	8							8	
TRANSPORTER - PD	16							16	
TRANSPORTER - PD	8							8	
TRANSPORTER - PD	16							16	
TRANSPORTER - PD	8							8	
TRANSPORTER - PD	16							16	
TRANSPORTER - PD	8							8	
TRANSPORTER - PD	40							40	
TRANSPORTER - TEMP FULL TIME								0	
								0	
								0	
								0	PROD FTEs
1st Shift TOTALS:	792	0	0	0	0	0	0	792	19.8
Employees per day	99.0	0.0	0.0	0.0	0.0	0.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	PROD FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	PROD FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		PROD FTEs
PROPOSED TOTALS:	792.00	0	0	0	0	0	0	792	19.80
Employees per day	99.0	0.0	0.0	0.0	0.0	0.0	0.0		

Productivity:	1.24	Annual Manhours:	41,184
Paid Productivity:	1.38	Annual Paid Manhours:	45,760
Adusted Discharges:	33,118	Productive FTEs:	19.80
Non-Productive Rate:	10.00%	Paid FTEs:	22.00

Target Prod FTEs:	19.8
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Purchasing
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA	Total	
DIR-MATERIALS MANAGEMENT		8	8	8	8	8		40	
								0	
								0	
								0	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	0	8	8	8	8	8	0	40	1
Employees per day	0.0	1.0	1.0	1.0	1.0	1.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA	Total	
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

									FTEs
PROPOSED TOTALS:	0.00	8	8	8	8	8	0	40	1.00
Employees per day	0.0	1.0	1.0	1.0	1.0	1.0	0.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 1,872
Annual Paid Manhours: 2,080

Fixed: 0
Non-Productive Rate: 10.00%

Productive FTEs:	0.90
Paid FTEs:	1.00
Target Prod FTEs:	0.90
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Storeroom
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA		
ASST SUPV-CENTRAL SERVICES	40							40	
CLERK, STOREROOM	40							40	
CLERK, STOREROOM	40							40	
CLERK, STOREROOM	40							40	
CLERK, STOREROOM	40							40	
TECH, PAR LEVEL	40							40	
TECH, PAR LEVEL	40							40	
TECH, PAR LEVEL	40							40	
TECH, PAR LEVEL	40							40	
TECH, PAR LEVEL-PD								0	
								0	
Clerk, Storeroom for corrugated boxes	40							40	
Clerk, Storeroom for corrugated boxes	40							40	
								0	
								0	FTEs
1st Shift TOTALS:	**440**	**0**	**0**	**0**	**0**	**0**	**0**	**440**	**11**
Employees per day	**55.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		

2nd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Employees per day	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		

3rd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Employees per day	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		
									FTEs
PROPOSED TOTALS:	**440.00**	**0**	**0**	**0**	**0**	**0**	**0**	**440**	**11.00**
Employees per day	**55.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 20,592
Annual Paid Manhours: 22,880

Fixed: 0
Non-Productive Rate:

Productive FTEs:	**9.90**
Target Prod FTEs:	**9.90**
Variance to Target FTEs:	**0.00**

NOTES:

Saint Francis Medical Center
Security
Labor Matrix
4/5/2018

Day 1st Shift	SU	M	TU	W	TH	F	SA		
DIR-PUBLIC SAFETY		8	8	8	8	8		40	
OFFICER, SECURITY								0	
OFFICER, SECURITY								0	
OFFICER, SECURITY								0	
OFFICER, SECURITY								0	
OFFICER, SECURITY								0	
OFFICER, SECURITY								0	
OFFICER, SECURITY								0	
OFFICER, SECURITY								0	
OFFICER, SECURITY								0	
OFFICER, SECURITY								0	
OFFICER, SECURITY								0	
OFFICER, SECURITY								0	
OFFICER, SECURITY								0	
OFFICER, SECURITY								0	
OFFICER, SECURITY								0	
OFFICER, SECURITY								0	
OFFICER, SECURITY								0	
OFFICER, SECURITY								0	
OFFICER, SECURITY								0	
OFFICER, SECURITY								0	
OFFICER, SECURITY								0	
OFFICER, SECURITY								0	
OFFICER, SECURITY								0	
OFFICER, SECURITY								0	
OFFICER, SECURITY								0	
OFFICER, SECURITY LD								0	
OFFICER, SECURITY-PD								0	
SECURITY LIASON, ER								0	
SUPV-SECURITY		8	8	8	8	8		40	
								0	
Officer, Security - Dispatch	8	8	8	8	8	8	8	56	
Officer, Security - ED Front	8	8	8	8	8	8	8	56	
Officer, Security - ED Back	8	8	8	8	8	8	8	56	
Officer, Security - ED Door	8	8	8	8	8	8	8	56	
Officer, Security - ICU	8	8	8	8	8	8	8	56	
Officer, Security - FLC	8	8	8	8	8	8	8	56	
Officer, Security - Rover	8	8	8	8	8	8	8	56	
Officer, Security - Breaks								0	
								0	
								0	PROD FTEs
								528	13.2
1st Shift TOTALS:	64	80	80	80	80	80	64		
Employees per day	8.0	10.0	10.0	10.0	10.0	10.0	8.0		

2nd shift	SU	M	TU	W	TH	F	SA	
Officer, Security - Dispatch	8	8	8	8	8	8	8	56
Officer, Security - ED Front	8	8	8	8	8	8	8	56
Officer, Security - ED Back	8	8	8	8	8	8	8	56
Officer, Security - ED Door	8	8	8	8	8	8	8	56
Officer, Security - ICU	8	8	8	8	8	8	8	56
Officer, Security - FLC	8	8	8	8	8	8	8	56
Officer, Security - Rover	8	8	8	8	8	8	8	56

Officer, Security - Breaks	8	8	8	8	8	8	8	56	
								0	
								0	
								0	
								0	PROD FTEs
2nd Shift TOTALS:	**64**	**64**	**64**	**64**	**64**	**64**	**64**	**448**	**11.2**
Employees per day	**8.0**	**8.0**	**8.0**	**8.0**	**8.0**	**8.0**	**8.0**		

3rd shift	SU	M	TU	W	TH	F	SA		
Officer, Security - Dispatch	8	8	8	8	8	8	8	56	
Officer, Security - ED Front	8	8	8	8	8	8	8	56	
Officer, Security - ED Back	8	8	8	8	8	8	8	56	
Officer, Security - ED Door	8	8	8	8	8	8	8	56	
Officer, Security - ICU	8	8	8	8	8	8	8	56	
Officer, Security - FLC	8	8	8	8	8	8	8	56	
Officer, Security - Rover	8	8	8	8	8	8	8	56	
Officer, Security - Breaks	8	8	8	8	8	8	8	56	
								0	
								0	
								0	
								0	PROD FTEs
3rd Shift TOTALS:	**64**	**64**	**64**	**64**	**64**	**64**	**64**	**448**	**11.2**
Employees per day	**8.0**	**8.0**	**8.0**	**8.0**	**8.0**	**8.0**	**8.0**		
									PROD FTEs
PROPOSED TOTALS:	**192.00**	**208**	**208**	**208**	**208**	**208**	**192**	**1424**	**35.60**
Employees per day	**24.0**	**26.0**	**26.0**	**26.0**	**26.0**	**26.0**	**24.0**		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 74,048
Annual Paid Manhours: 82,276

Fixed: 0
Non-Productive Rate:

Productive FTEs:	**35.60**
Target Prod FTEs:	**35.6**
Variance to Target FTEs:	**0.00**

NOTES:

Saint Francis Medical Center
Environmental Services
Labor Matrix
4/3/2018

AREA ASSIGNMENT FIRST SHIFT		S	M	T	W	R	F	S	Total	Justification
8th - 7am		8	8	8	8	8	8	8	56	
8th/7th - 7:30		0	8	8	8	8	8	0	40	
7th - 7am		8	8	8	8	8	8	8	56	
6th - 7am		8	8	8	8	8	8	8	56	
6th/4th - 7:30am		0	8	8	8	8	8	0	40	
4th - 7am		8	8	8	8	8	8	8	56	
5th - 7am		8	8	8	8	8	8	8	56	
Police Tech/120 Café - 6am		8	8	8	8	8	8	8	56	
ICU1 - 6am		8	8	8	8	8	8	8	56	
ICU2 -7:30am		0	8	8	8	8	8	0	40	
PCU 2E/SNF - 7am		8	8	8	8	8	8	8	56	
PCU2E/SNF - 7:30am		0	8	8	8	8	8	0	40	
One South BHU - 7am		8	8	8	8	8	8	8	56	
FLC1 1st Floor - 7am		8	8	8	8	8	8	8	56	
FLC2 1st Floor - 7am		0	8	8	8	8	8	0	40	
NICU		8	8	8	8	8	8	8	56	
FLC3 2nd Floor - 7am		8	8	8	8	8	8	8	56	
FLC4 2nd Floor - 7am		0	8	8	8	8	8	0	40	
ED1		8	8	8	8	8	8	8	56	
ED2		0	8	8	8	8	8	0	40	
		8	8	8	8	8	8	8	56	Additional coverage for ED in regards to volume increase and sustain high level of cleanliness + additional weekend coverage.
ED3		8	8	8	8	8	8	8	56	
OR1 Post Case		0	8	8	8	8	8	0	40	
OR2 Post Case		0	8	8	8	8	8	0	40	
Floor tech 1 - 6am		0	8	8	8	8	8	0	40	
Floor Tech 2 - 6am		0	8	8	8	8	8	0	40	
Floor Tech 3 - 6am		8	8	8	8	8	8	8	56	
Trash/Boxes - 6am		0	8	8	8	8	8	0	40	
Linen/Medical Waste - 8am		0	8	8	8	8	8	0	40	
Stair & Elevators - 6am		0	8	8	8	8	8	0	40	
Ancillary Offices - 7am		0	8	8	8	8	8	0	40	Increase Floor Tech Coverage to maintain cleanliness of ED floors and patient rooms.
Floor Tech 4 ED & Patient Room Floor									0	
									0	
									0	PROD FTEs
		0	0	0	0	0	0	0	0	37.4
FIRST TOTALS:		128	248	248	248	248	248	128	1496	
Employees per day		16.0	31.0	31.0	31.0	31.0	31.0	16.0		

AREA ASSIGNMENT SECOND SHIFT		S	M	T	W	R	F	S	Total	Justification
Pharmacy		8	8	8	8	8	8	8	56	
Lab		0	8	8	8	8	8	0	40	
Central		0	8	8	8	8	8	0	40	
Kitchen		8	8	8	8	8	8	8	56	
HSP Terrace		0	8	8	8	8	8	0	40	
Radiology		0	8	8	8	8	8	0	40	
ED1		0	8	8	8	8	8	0	40	
ED2		8	8	8	8	8	8	8	56	
FLC1		8	8	8	8	8	8	8	56	
FLC2		8	8	8	8	8	8	8	56	
DC1		0	8	8	8	8	8	0	40	
DC2		0	8	8	8	8	8	0	40	
DC3		8	8	8	8	8	8	8	56	
DC4		8	8	8	8	8	8	8	56	
OR1 Post Case		0	8	8	8	8	8	0	40	
OR2 Post Case/ Surgery Center		8	8	8	8	8	8	8	56	
Waste Tech		8	8	8	8	8	8	8	56	
Floor Tech 1		0	8	8	8	8	8	0	40	
Floor Tech 2		0	8	8	8	8	8	0	40	
DC 5		0	8	8	8	8	8	0	40	Additional coverage in discharge cleaning to assist with throughput.
DC 6									0	
									0	
									0	PROD FTEs
									0	24.6
SECOND TOTALS:	0	72	168	168	168	168	168	72	984	
Employees per day		9.0	21.0	21.0	21.0	21.0	21.0	9.0		

AREA ASSIGNMENT THIRD SHIFT		S	M	T	W	R	F	S	Total	Justification
ED 1		8	8	8	8	8	8	8	56	

ED 2		0	8	8	8	8	8	0	40	Additional Coverage for ED in regards to volume increase and sustain a high level of cleanliness
DC1		8	8	8	8	8	8	8	56	
DC2		8	8	8	8	8	8	8	56	
DC3		0	8	8	8	8	8	0	40	
FLC1		8	8	8	8	8	8	8	56	
FLC2		0	8	8	8	8	8	0	40	
									0	
OR 1 - Terminal Cleaning		0	8	8	8	8	8	0	40	Terminal Cleaning overage for OR's (hospital and FLC) in regards to volume increase and maintain AORN compliance which currently covered by post case cleaning staff.
OR 2 - Terminal Cleaning		0	8	8	8	8	8	0	40	Terminal Cleaning overage for OR's (hospital and FLC) in regards to volume increase and maintain AORN compliance which currently covered by post case cleaning staff.
									0	PROD FTEs
THIRD TOTALS:	0	32	72	72	72	72	72	32	424	10.6
Employees per day		4.0	9.0	9.0	9.0	9.0	9.0	4.0		
										PROD FTEs
PROPOSED TOTALS:	0	232.00	488	488	488	488	488	232	2904	72.60
		184	428	428	428	428	428	168	2492	62.3
Employees per day		29.0	61.0	61.0	61.0	61.0	61.0	29.0		

Productivity: -
Paid Productivity: -

Annual Manhours: 151,008 129,584
Annual Paid Manhours: 167,787

Fixed: 0
Non-Productive Rate:

Proposed Productive FTEs:	**72.60**
Current Budgeted Productive FT	**66.18**
Current Paid FTEs:	**73.53**
Difference from Current to Proposed	**(6.42)**

NOTES:

Saint Francis Medical Center
Facilities Management
Labor Matrix
4/3/2018

Facilities Staff M - F Day 1st Shift	SU	M	TU	W	TH	F	SA		
Mechanic	0	0	0	0	0	0	0	0	
Mechanic	0	8	8	8	8	8	0	40	
Mechanic	0	0	0	0	0	0	0	0	
HVAC	0	8	8	8	8	8	0	40	
Electrican	0	8	8	8	8	8	0	40	
Painter	0	8	8	8	8	8	0	40	
Painter	0	8	8	8	8	8	0	40	
Department Coordinator	0	8	8	8	8	8	0	40	
Maintenance Supervisor	0	8	8	8	8	8	0	40	
Operations Manager	0	8	8	8	8	8	0	40	
Director	0	8	8	8	8	8	0	40	
	-120							-120	
DISASTER COORD		8	8	8	8	8		40	
Proposed Buyer	**0**	**8**	**8**	**8**	**8**	**8**	**0**	**40**	
								0	PROD FTEs
1st Shift TOTALS:	**-120**	**88**	**88**	**88**	**88**	**88**	**0**	**320**	**8**
Employees per day	**-15.0**	**11.0**	**11.0**	**11.0**	**11.0**	**11.0**	**0.0**		

Plant Staff 2nd, 3rd, weekend, Various shift	SU	M	TU	W	TH	F	SA		
2nd shift HVAC	8	8	8	8	8	0	0	40	
2nd shift HVAC	0	0	8	8	8	8	8	40	
2nd shift HVAC	8	8	8	0	0	8	8	40	
2nd shift Mechanic	0	0	8	8	8	8	8	40	
2nd shift Mechanic	8	8	8	8	8	0	0	40	
3rd shift Mechanic	0	0	8	8	8	8	8	40	
3rd shift Mechanic	8	8	8	8	8	0	0	40	
.5 per diem Mechanic	8	0	0	0	0	0	8	16	
Proposed Painter	**0**	**0**	**8**	**8**	**8**	**8**	**8**	**40**	
Proposed Painter	**8**	**8**	**8**	**8**	**8**	**0**	**0**	**40**	
Proposed Painter	**0**	**0**	**8**	**8**	**8**	**8**	**8**	**40**	
								0	PROD FTEs
Various Shift TOTALS:	**48**	**40**	**80**	**72**	**72**	**48**	**56**	**416**	**10.4**
Employees per day	**6.0**	**5.0**	**10.0**	**9.0**	**9.0**	**6.0**	**7.0**		

Boiler Operators Central Plant 24/7/365	SU	M	TU	W	TH	F	SA		
Operator	8	8	8	8	8	0	0	40	
Operator	0	0	8	8	8	8	8	40	
Operator	8	8	8	8	8	0	0	40	
Operator	0	0	0	0	0	0	0	0	
.5 per diem Operator	8	0	0	0	0	8	8	24	
Contractor	0	8	0	0	0	8	8	24	
								0	PROD FTEs
Boiler Plant TOTALS:	**24**	**24**	**24**	**24**	**24**	**24**	**24**	**168**	**4.2**
Employees per day	**3.0**	**3.0**	**3.0**	**3.0**	**3.0**	**3.0**	**3.0**		

PROD FTEs

PROPOSED TOTALS:	-48.00	152	192	184	184	160	80	904	22.60
Employees per day	-6.0	19.0	24.0	23.0	23.0	20.0	10.0		

Productivity: 0.07
Paid Productivity: 0.08

Annual Manhours: 47,008
Annual Paid Manhours: 52,231

Cleanable Square Feet: 684,874
Non-Productive Rate:

Productive FTEs:	**22.60**
Target FTEs:	**24.6**
Target to Target FTEs:	**2.00**

NOTES:

Saint Francis Medical Center
Biomed
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
Allcoated per system office								0	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									FTEs
PROPOSED TOTALS:	0.00	0	0	0	0	0	0	0	0.00
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 0
Annual Paid Manhours: 0

Fixed
Non-Productive Rate: 0

Productive FTEs:	0.00
Target Prod FTEs:	4.50
Variance to Target FTEs:	4.50

NOTES:

Saint Francis Medical Center
Communications
Labor Matrix
4/5/2018

Day 1st Shift	SU	M	TU	W	TH	F	SA		
								0	
6:30am - 3pm	8	8	8	8	8	8	8	56	
8am - 4:30pm	8	8	8	8	8	8	8	56	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	PROD FTEs
1st Shift TOTALS:	**16**	**16**	**16**	**16**	**16**	**16**	**16**	**112**	**2.8**
Employees per day	**2.0**	**2.0**	**2.0**	**2.0**	**2.0**	**2.0**	**2.0**		

2nd shift	SU	M	TU	W	TH	F	SA		
								0	
3pm - 11:30pm	8	8	8	8	8	8	8	56	
4:30pm - 10:30pm	6	6	6	6	6	6	6	42	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	PROD FTEs
2nd Shift TOTALS:	**14**	**14**	**14**	**14**	**14**	**14**	**14**	**98**	**2.45**
Employees per day	**1.8**	**1.8**	**1.8**	**1.8**	**1.8**	**1.8**	**1.8**		

3rd shift	SU	M	TU	W	TH	F	SA		
								0	
10:30pm - 7am	8	8	8	8	8	8	8	56	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	PROD FTEs
3rd Shift TOTALS:	**8**	**8**	**8**	**8**	**8**	**8**	**8**	**56**	**1.4**

Employees per day	1.0	1.0	1.0	1.0	1.0	1.0	1.0		PROD FTEs
PROPOSED TOTALS:	38.00	38	38	38	38	38	38	266	6.65
Employees per day	4.8	4.8	4.8	4.8	4.8	4.8	4.8		

Productivity: -
Paid Productivity: -

Annual Manhours: 13,832 0
Annual Paid Manhours: 15,369

Fixed: 0
Non-Productive Rate:

Productive FTEs:	**6.65**
Target Prod FTEs:	**6.65**
Variance to Target FTEs:	**0.00**

NOTES:

Saint Francis Medical Center
Accounting
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA		
SR. BUDGET & FINANCIAL ANALYST		8	8	8	8	8		40	
								0	
								0	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	0	8	8	8	8	8	0	40	1
Employees per day	0.0	1.0	1.0	1.0	1.0	1.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									FTEs
PROPOSED TOTALS:	0.00	8	8	8	8	8	0	40	1.00
Employees per day	0.0	1.0	1.0	1.0	1.0	1.0	0.0		

Productivity:	-	Annual Prod Manhours:	1,872
Paid Productivity:	-	Annual Paid Manhours:	2,080
Fixed:	0		
Non-Productive Rate:			

Productive FTEs:	0.90
Target Prod FTEs:	0.90
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Decision Support
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA		
DIR-DECISION SUPPORT		8	8	8	8	8		40	
EXEC.ADMIN.ASST. TO THE CFO		8	8	8	8	8		40	
SR. ANALYST, DECISION SUPPORT		-5.2		8	8	8		18.8	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	0	11	16	24	24	24	0	98.8	2.47
Employees per day	0.0	1.4	2.0	3.0	3.0	3.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									FTEs
PROPOSED TOTALS:	0.00	10.8	16	24	24	24	0	98.8	2.47
Employees per day	0.0	1.4	2.0	3.0	3.0	3.0	0.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 4,624
Annual Paid Manhours: 5,138

Fixed: 0
Non-Productive Rate:

Productive FTEs:	2.22
Target Prod FTEs:	2.21
Variance to Target FTEs:	(0.01)

NOTES:

Saint Francis Medical Center
Admitting
Labor Matrix
4/5/2018

Day 1st Shift	SU	M	TU	W	TH	F	SA		
SUPV-ADMITTING		8	8	8	8	8		40	
DIR-ADMITTING		8	8	8	8	8		40	
CCS COORD/FINANCIAL COUNSELOR		8	8	8	8	8		40	
								0	
FINANCIAL COUNSELOR	40							40	
FINANCIAL COUNSELOR	40							40	
FINANCIAL COUNSELOR	40							40	
FINANCIAL COUNSELOR	40							40	
								0	
REP, BED CONTROL		8	8	8	8	8		40	
								0	
CLERK, PRE-REGISTRATION		8	8	8	8	8		40	
CLERK, PRE-REGISTRATION		8	8	8	8	8		40	
CLERK, PRE-REGISTRATION								0	
CLERK, PRE-REGISTRATION		8	8	8	8	8		40	
CLERK, PRE-REGISTRATION		8	8	8	8	8		40	
								0	
Manager approved in FY18		8	8	8	8	8		40	
								0	
Quick Registration	8	8	8	8	8	8	8	56	
Team Care	8	8	8	8	8	8	8	56	
Main ED	8	8	8	8	8	8	8	56	
Main ED	8	8	8	8	8	8	8	56	
								0	
Surgery Admitting		8	8	8	8	8		40	
								0	
FLC	8	8	8	8	8	8	8	56	
								0	
Main Admitting		8	8	8	8	8		40	
Main Admitting		8	8	8	8	8		40	
Main Admitting		8	8	8	8	8		40	
								0	PROD FTEs
1st Shift TOTALS:	**200**	**144**	**144**	**144**	**144**	**144**	**40**	**960**	**24**
Employees per day	**25.0**	**18.0**	**18.0**	**18.0**	**18.0**	**18.0**	**5.0**		

2nd shift	SU	M	TU	W	TH	F	SA		
Quick Registration	8	8	8	8	8	8	8	56	
Team Care	8	8	8	8	8	8	8	56	
Main ED	8	8	8	8	8	8	8	56	
Main ED	8	8	8	8	8	8	8	56	
								0	
SUPV-ADMITTING		8	8	8	8	8		40	
								0	
FLC	8	8	8	8	8	8	8	56	
								0	
REP, BED CONTROL		8	8	8	8	8		40	
								0	PROD FTEs
2nd Shift TOTALS:	**40**	**56**	**56**	**56**	**56**	**56**	**40**	**360**	**9**
Employees per day	**5.0**	**7.0**	**7.0**	**7.0**	**7.0**	**7.0**	**5.0**		

3rd shift	SU	M	TU	W	TH	F	SA		
Team Care	8	8	8	8	8	8	8	56	
Main ED	8	8	8	8	8	8	8	56	
Main ED	8	8	8	8	8	8	8	56	
								0	
								0	
REP, BED CONTROL		8	8	8	8	8		40	
								0	
FLC	8	8	8	8	8	8	8	56	
								0	
								0	PROD FTEs
3rd Shift TOTALS:	**32**	**40**	**40**	**40**	**40**	**40**	**32**	**264**	**6.6**
Employees per day	**4.0**	**5.0**	**5.0**	**5.0**	**5.0**	**5.0**	**4.0**		
									PROD FTEs
PROPOSED TOTALS:	**272.00**	**240**	**240**	**240**	**240**	**240**	**112**	**1584**	**39.60**
Employees per day	**34.0**	**30.0**	**30.0**	**30.0**	**30.0**	**30.0**	**14.0**		

Productivity: 0.68
Paid Productivity: 0.75

Annual Prod Manhours: 82,368
Annual Paid Manhours: 91,520

Registrations: 121,524
Non-Productive Rate:

Productive FTEs:	**39.60**
Target Prod FTEs:	**39.6**
Variance to Target FTEs:	**0.00**

NOTES:

Saint Francis Medical Center
Patient Information
Labor Matrix
4/5/2018

Day 1st Shift	SU	M	TU	W	TH	F	SA		
								0	
8am - 4:30pm	8	8	8	8	8	8	8	56	
8am - 4:30pm	8	8	8	8	8	8	8	56	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	PROD FTEs
1st Shift TOTALS:	**16**	**16**	**16**	**16**	**16**	**16**	**16**	**112**	**2.8**
Employees per day	**2.0**	**2.0**	**2.0**	**2.0**	**2.0**	**2.0**	**2.0**		

2nd shift	SU	M	TU	W	TH	F	SA		
								0	
12pm - 5pm	5	5	5	5	5	5	5	35	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	PROD FTEs
2nd Shift TOTALS:	**5**	**5**	**5**	**5**	**5**	**5**	**5**	**35**	**0.875**
Employees per day	**0.6**	**0.6**	**0.6**	**0.6**	**0.6**	**0.6**	**0.6**		

3rd shift	SU	M	TU	W	TH	F	SA		
								0	
4pm - 9pm	5	5	5	5	5	5	5	35	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	PROD FTEs
3rd Shift TOTALS:	**5**	**5**	**5**	**5**	**5**	**5**	**5**	**35**	**0.875**

Employees per day	0.6	0.6	0.6	0.6	0.6	0.6	0.6		PROD FTEs
PROPOSED TOTALS:	26.00	26	26	26	26	26	26	182	4.55
Employees per day	3.3	3.3	3.3	3.3	3.3	3.3	3.3		

Productivity:	-	Annual Manhours:	9,464	0
Paid Productivity:	-	Annual Paid Manhours:	10,516	

Fixed:	0
Non-Productive Rate:	

Productive FTEs:	**4.55**
Target Prod FTEs:	**24.6**
Variance to Target FTEs:	**20.05**

NOTES:

Saint Francis Medical Center
Contract/Planning
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA		
ADMINISTRATIVE CONTRACT COORD		8	8	8	8	8		40	
								0	
								0	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	0	8	8	8	8	8	0	40	1
Employees per day	0.0	1.0	1.0	1.0	1.0	1.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									FTEs
PROPOSED TOTALS:	0.00	8	8	8	8	8	0	40	1.00
Employees per day	0.0	1.0	1.0	1.0	1.0	1.0	0.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 1,872
Annual Paid Manhours: 2,080

Fixed: 0
Non-Productive Rate:

Productive FTEs:	0.90
Target Prod FTEs:	0.90
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Executive Administration
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA		
ASSISTANT CFO		8	8	8	8	8		40	
ASST, EXECUTIVE COORDINATOR		8	8	8	8	8		40	
ASST, EXECUTIVE COORDINATOR		8	8	8	8	8		40	
MGR-AUDIOVISUAL SRVCS PD								0	
VP - CHIEF FINANCIAL OFFICER		8	8	8	8	8		40	
VP-CHIEF MEDICAL INFO OFFICER		8	8	8	8	8		40	
VP-CHIEF NURSING OFFICER		8	8	8	8	8		40	
VP of Acillary Services (vacant)		8	8	8	8	8		40	
COO (vacant)		8	8	8	8	8		40	
								0	
Assistant CNO		8	8	8	8	8		40	
								0	
								0	FTEs
1st Shift TOTALS:	**0**	**72**	**72**	**72**	**72**	**72**	**0**	**360**	**9**
Employees per day	**0.0**	**9.0**	**9.0**	**9.0**	**9.0**	**9.0**	**0.0**		

2nd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Employees per day	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		

3rd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Employees per day	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		
									FTEs
PROPOSED TOTALS:	**0.00**	**72**	**72**	**72**	**72**	**72**	**0**	**360**	**9.00**
Employees per day	**0.0**	**9.0**	**9.0**	**9.0**	**9.0**	**9.0**	**0.0**		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 16,848
Annual Paid Manhours: 18,720

Fixed: 0
Non-Productive Rate:

Productive FTEs:	**8.10**
Target Prod FTEs:	**8.10**
Variance to Target FTEs:	**0.00**

NOTES:

Saint Francis Medical Center
Business Development & Physician Relations
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA		
DIR-BUSINESS DEVELOPMENT		8	8	8	8	8		40	
MGR-PHYSICIAN REL'NS BI-CAMPUS		8	8	8	8	8		40	
REP,BUSINESS DEVELOPMENT		8	8	8	8	8		40	
REP,BUSINESS DEVELOPMENT		8	8	8	8	8		40	
REP,BUSINESS DEVELOPMENT-PD		0	0	0	0	0		0	
VP-STRTGY, BUS & PHYS DEVLMNT		8	8	8	8	8		40	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	0	40	40	40	40	40	0	200	5
Employees per day	0.0	5.0	5.0	5.0	5.0	5.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									FTEs
PROPOSED TOTALS:	0.00	40	40	40	40	40	0	200	5.00
Employees per day	0.0	5.0	5.0	5.0	5.0	5.0	0.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 9,360
Annual Paid Manhours: 10,400

Fixed: 0
Non-Productive Rate:

Productive FTEs:	4.50
Target Prod FTEs:	4.50
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Human Resources
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA		
COMPLIANCE/HIPAA COORD		8	8	8	8	8		40	
								0	
								0	
								0	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	0	8	8	8	8	8	0	40	1
Employees per day	0.0	1.0	1.0	1.0	1.0	1.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									FTEs
PROPOSED TOTALS:	0.00	8	8	8	8	8	0	40	1.00
Employees per day	0.0	1.0	1.0	1.0	1.0	1.0	0.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 1,872
Annual Paid Manhours: 2,080

Fixed: 0
Non-Productive Rate:

Productive FTEs:	**0.90**
Target Prod FTEs:	**0.90**
Variance to Target FTEs:	**0.00**

NOTES:

Saint Francis Medical Center
Human Resources
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA		
EMPLOYMENT RECRUITER		8	8	8	8	8		40	
HR GENERALIST		8	8	8	8	8		40	
HRIS COORDINATOR		8	8	8	8	8		40	
HUMAN RESOURCE SPECIALIST-TEMP		8	8	8	8	8		40	
SR LOA/WC COORDINATOR		8	8	8	8	8		40	
VP-HUMAN RESOURCE SERVICES		8	8	8	8	8		40	
								0	
New Position approved by Eleanor		8	8	8	8	8		40	
								0	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	0	56	56	56	56	56	0	280	7
Employees per day	0.0	7.0	7.0	7.0	7.0	7.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									FTEs
PROPOSED TOTALS:	0.00	56	56	56	56	56	0	280	7.00
Employees per day	0.0	7.0	7.0	7.0	7.0	7.0	0.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 13,104
Annual Paid Manhours: 14,560

Fixed: 0
Non-Productive Rate:

Productive FTEs:	**6.30**
Target Prod FTEs:	**8.10**
Variance to Target FTEs:	**1.80**

NOTES:

Saint Francis Medical Center
Employee Health
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA		
LVN - 8HR -		8	8	8	8	8		40	
Float nurse		6	6	6	6	6		30	
Modified duty		4						4	
								0	
								0	FTEs
1st Shift TOTALS:	**0**	**18**	**14**	**14**	**14**	**14**	**0**	**74**	**1.85**
Employees per day	**0.0**	**2.3**	**1.8**	**1.8**	**1.8**	**1.8**	**0.0**		

2nd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Employees per day	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		

3rd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Employees per day	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		
									FTEs
PROPOSED TOTALS:	**0.00**	**18**	**14**	**14**	**14**	**14**	**0**	**74**	**1.85**
Employees per day	**0.0**	**2.3**	**1.8**	**1.8**	**1.8**	**1.8**	**0.0**		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 3,463
Annual Paid Manhours: 3,848

Fixed: 0
Non-Productive Rate:

Productive FTEs:	**1.67**
Target Prod FTEs:	**1.67**
Variance to Target FTEs:	**0.00**

NOTES:

Saint Francis Medical Center
Management Safety Acct Program
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA		
ASST, DEPT		8	8	8	8	8		40	
CERT NURSING ASST		4	4	4	4	4		20	
CERTIFIED PHLEB TECHNICIAN		8	8	8	8	8		40	
CLERK, ADMITTING-PT LIMITED		8		8				16	
CLERK, GIFT SHOP		8	8	8	8	8		40	
CLINICAL MGR-MED SURG 7TH		8	8	8	8	8		40	
RN 12HR WO			12		12			24	
RN 12HR WO		12		12		12		36	
TECH, CARDIO		8	8	8	8	8		40	
								0	
								0	FTEs
1st Shift TOTALS:	**0**	**64**	**56**	**64**	**56**	**56**	**0**	**296**	**7.4**
Employees per day	**0.0**	**8.0**	**7.0**	**8.0**	**7.0**	**7.0**	**0.0**		

2nd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Employees per day	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		

3rd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Employees per day	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		
									FTEs
PROPOSED TOTALS:	**0.00**	**64**	**56**	**64**	**56**	**56**	**0**	**296**	**7.40**
Employees per day	**0.0**	**8.0**	**7.0**	**8.0**	**7.0**	**7.0**	**0.0**		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 13,853
Annual Paid Manhours: 15,392

Fixed: 0
Non-Productive Rate:

Productive FTEs:	**6.66**
Target Prod FTEs:	6.66
Variance to Target FTEs:	**0.00**

NOTES:

Saint Francis Medical Center
Volunteers
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA		
PRGM COORD,VOLUNTEER SVC TEMP		8	8	8	8	8		40	
								0	
								0	
								0	
								0	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	0	8	8	8	8	8	0	40	1
Employees per day	0.0	1.0	1.0	1.0	1.0	1.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									FTEs
PROPOSED TOTALS:	0.00	8	8	8	8	8	0	40	1.00
Employees per day	0.0	1.0	1.0	1.0	1.0	1.0	0.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 1,830
Annual Paid Manhours: 2,080

Fixed: 0
Non-Productive Rate:

Productive FTEs:	0.88
Target Prod FTEs:	0.88
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Patient Satisfaction & Service
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA		
COORD, DECDNT AFFAIRS SERVICES		8	8	8	8	8		40	
COORD, LOBBY		8	8	8	8	8		40	
COORD, PATIENT SATISFACTION		8	8	8	8	8		40	
OFFICE COORD,PATIENT ADVOCACY		8	8	8	8	8		40	
STROKE COORDINATOR - NP		8	8	8	8	8		40	
								0	
Director Patient Experience		8	8	8	8	8		40	
								0	FTEs
1st Shift TOTALS:	0	48	48	48	48	48	0	240	6
Employees per day	0.0	6.0	6.0	6.0	6.0	6.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									FTEs
PROPOSED TOTALS:	0.00	48	48	48	48	48	0	240	6.00
Employees per day	0.0	6.0	6.0	6.0	6.0	6.0	0.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 11,232
Annual Paid Manhours: 12,480

Fixed: 0
Non-Productive Rate:

Productive FTEs:	5.40
Target Prod FTEs:	5.40
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Chaplaincy Services/Pastoral Care
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA		
CHAPLAIN SERVICES		8	8	8	8	8		40	
CHAPLAIN SERVICES		4	4	4	4	4		20	
CHAPLAIN SERVICES		8	8	8	8	8		40	
CHAPLAIN SERVICES		4	4	4	4	4		20	
								0	
Proposed additional chaplain services		8	8	8	8	8		40	
Proposed additional chaplain services		8	8	8	8	8		40	
								0	FTEs
1st Shift TOTALS:	0	40	40	40	40	40	0	200	5
Employees per day	0.0	5.0	5.0	5.0	5.0	5.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									FTEs
PROPOSED TOTALS:	0.00	40	40	40	40	40	0	200	5.00
Employees per day	0.0	5.0	5.0	5.0	5.0	5.0	0.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 9,360
Annual Paid Manhours: 10,400

Fixed: 0
Non-Productive Rate:

Productive FTEs:	**4.50**
Target Prod FTEs:	**4.50**
Variance to Target FTEs:	**0.00**

NOTES:

Saint Francis Medical Center
Medical Staff
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA		
COORD, MEDICAL STAFF		8	8	8	8	8		40	
CREDENTIALING ADMINISTRATOR		8	8	8	8	8		40	
DIR-MEDICAL STAFF AND CME		8	8	8	8	8		40	
								0	
Coordinator, Medical Staff		8	8	8	8	8		40	
Coordinator, Medical Staff		4	4	4	4	4		20	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	0	36	36	36	36	36	0	180	4.5
Employees per day	0.0	4.5	4.5	4.5	4.5	4.5	0.0		

2nd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									FTEs
PROPOSED TOTALS:	0.00	36	36	36	36	36	0	180	4.50
Employees per day	0.0	4.5	4.5	4.5	4.5	4.5	0.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 8,424
Annual Paid Manhours: 9,360

Fixed: 0
Non-Productive Rate:

Productive FTEs:	4.05
Target Prod FTEs:	4.03
Variance to Target FTEs:	(0.02)

NOTES:

Saint Francis Medical Center
Nursing Administration
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA		
								0	
House Supervisor coverage 24/7	24	24	24	24	24	24	24	168	
House Supervisor PTO coverage	2.4	2.4	2.4	2.4	2.4	2.4	2.4	16.8	
								0	
ASST, DEPT		8	8	8	8	8		40	
ASST, DEPT		8	8	8	8	8		40	
ASST, DEPT		8	8	8	8	8		40	
								0	
								0	
SUPV-STAFFING & OPTILINK ADMIN		8	8	8	8	8		40	
STAFFING SPECIALIST		8	8	8	8	8		40	
STAFFING SPECIALIST		8		8		8		24	
STAFFING SPECIALIST-PTNON		8		8		8		24	
								0	
Nurse Practitioner		8	8	8	8	8		40	
Nurse Practitioner		8	8	8	8	8		40	
Nurse Practitioner		8	8	8	8	8		40	
Nurse Practitioner		4.8	4.8	4.8	4.8	4.8		24	
Nurse Practitioner		8	8	8	8	8		40	
Physician Assistant PD	8							8	
Nurse Practitioner PD	8							8	
								0	
								0	FTEs
1st Shift TOTALS:	42	119	103	119	103	119	26	632.8	15.82
Employees per day	5.3	14.9	12.9	14.9	12.9	14.9	3.3		

2nd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									FTEs
PROPOSED TOTALS:	42.40	119.2	103.2	119.2	103.2	119.2	26.4	632.8	15.82
Employees per day	5.3	14.9	12.9	14.9	12.9	14.9	3.3		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 29,615
Annual Paid Manhours: 32,906

Fixed: 0
Non-Productive Rate:

Productive FTEs:	14.24
Target Prod FTEs:	14.24
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Utilization and Review
Labor Matrix
4/5/2018

Day 1st Shift	SU	M	TU	W	TH	F	SA		
APPEALS COORDINATOR		5	5	5	5	4		24	
ASST, CASE MANAGEMENT		8	8	8	8	8		40	
ASST, CASE MANAGEMENT		8	8	8	8	8		40	
New hire for CM Assistant		8	8	8	8	8		40	
New hire for CM Assistant		8	8	8	8	8		40	
ASST, CASE MANAGEMENT-TEMP								0	
CLINICAL DIR-CASE MANAGEMENT		8	8	8	8	8		40	
DISCHARGE PLANNER PD								0	
RN CASE MGR 10HR	10	10	10				10	40	
RN CASE MGR 10HR		10	10	10	10			40	
RN CASE MGR 10HR					10	10	10	30	
RN CASE MGR 10HR	10		10	10			10	40	
RN CASE MGR 10HR	10			10	10		10	40	
RN CASE MGR 8 HR		8	8	8	8	8		40	
RN CASE MGR 8 HR		8	8	8	8	8		40	
RN CASE MGR 8 HR		8	8	8	8	8		40	
RN CASE MGR 8 HR		8	8	8	8	8		40	
RN CASE MGR 8 HR		8	8	8	8	8		40	
RN CASE MGR 8 HR		8	8	8	8	8		40	
RN CASE MGR 8 HR		8	8	8	8	8		40	
RN CASE MGR I 10 HR	10	10				10	10	40	
RN CASE MGR I 8 HR		8	8	8	8	8		40	
RN CASE MGR I 8 HR		8	8	8	8	8		40	
RN CASE MGR I 8 HR		8	8	8	8	8		40	
RN CASE MGR II 12HR	12	12				12	12	48	
RN CASE MGR II 8 HR		8	8	8	8	8		40	
RN CASE MGR II 8 HR		8	8	8	8	8		40	
RN CASE MGR II 8 HR		8	8	8	8	8		40	
RN CASE MGR II 8 HR		8	8	8	8	8		40	
RN CASE MGR II PD 8 HR	8						8	16	
RN CASE MGR III 12 HR WO				12	12	12		36	
RN CASE MGR III 4/10			10	10				20	
RN CASE MGR III 4/10	10	10				10	10	40	
RN CASE MGR III 8 HR		8	8	8	8	8		40	
RN CASE MGR PD 10HR	10						10	20	
RN CASE MGR PD 8 HR		8	8					16	
RN CASE MGR PD 8 HR	8						8	16	
RN CASE MGR PD 8 HR	8						8	16	
RN CASE MGR PD 8 HR	4							4	
TAR CLERK		8	8	8	8	8		40	
								0	
New hire RN Case Mgr for FLC (already hired)		8	8	8	8	8		40	
New hire RN Case Mgr for Tower (already hired)		8	8	8	8	8		40	
								0	
Need to reduce	-200							-200	
								0	
								0	
								0	
								0	PROD FTEs
1st Shift TOTALS:	**-100**	**249**	**237**	**241**	**231**	**242**	**106**	**1206**	**30.15**
Employees per day	**-12.5**	**31.1**	**29.6**	**30.1**	**28.9**	**30.3**	**13.3**		

2nd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	PROD FTEs
2nd Shift TOTALS:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
3rd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	PROD FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		PROD FTEs
PROPOSED TOTALS:	-100.00	249	237	241	231	242	106	1206	30.15
Employees per day	-12.5	31.1	29.6	30.1	28.9	30.3	13.3		

Productivity:	1.89	Annual Manhours:	62,712
Paid Productivity:	2.10	Annual Paid Manhours:	69,680
Adjusted Discharges:	33,118	Productive FTEs:	30.15
Non-Productive Rate:		Target Prod FTEs:	38.15
		Variance to Target FTEs:	8.00

NOTES:

Saint Francis Medical Center
Quality Management
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA		
ASST, DEPT		8	8	8	8	8		40	
CHART ABSTRACTOR		8	8	8	8	8		40	
CHART ABSTRACTOR		8	8	8	8	8		40	
COORD, QM (RN) 8 HR		8	8	8	8	8		40	
COORD, QUALITY DEPARTMENT		8	8	8	8	8		40	
DATA SPECIALIST/ANALYST		8	8	8	8	8		40	
EXEC DIR-QUALITY MANAGEMENT		8	8	8	8	8		40	
INFECTION PREVENTIONIST		8	8	8	8	8		40	
INFECTION PREVENTIONIST		8	8	8	8	8		40	
PEER REVIEW SPECIALIST		8	8	8	8	8		40	
QUALITY SPECIALIST		8	8	8	8	8		40	
STEMI QUALITY COORD		8	8	8	8	8		40	
Positon to replace		8	8	8	8	8		40	
								0	
								0	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	0	104	104	104	104	104	0	520	13
Employees per day	0.0	13.0	13.0	13.0	13.0	13.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									FTEs
PROPOSED TOTALS:	0.00	104	104	104	104	104	0	520	13.00
Employees per day	0.0	13.0	13.0	13.0	13.0	13.0	0.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 24,336
Annual Paid Manhours: 27,040

Fixed: 0
Non-Productive Rate:

Productive FTEs:	11.70
Target Prod FTEs:	13.50
Variance to Target FTEs:	1.80

NOTES:

Saint Francis Medical Center
Risk Management
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA		
EXEC DIR&INTRM VP SYSTEM RISK		8	8	8	8	8		40	
SPEC, RISK MANAGEMENT		8	8	8	8	8		40	
								0	
								0	
								0	
								0	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	0	16	16	16	16	16	0	80	2
Employees per day	0.0	2.0	2.0	2.0	2.0	2.0	0.0		

2nd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									FTEs
PROPOSED TOTALS:	0.00	16	16	16	16	16	0	80	2.00
Employees per day	0.0	2.0	2.0	2.0	2.0	2.0	0.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 3,744
Annual Paid Manhours: 4,160

Fixed: 0
Non-Productive Rate:

Productive FTEs:	1.80
Target Prod FTEs:	1.80
Variance to Target FTEs:	0.00

NOTES:

Saint Francis Medical Center
Healthy Community Initiative
Labor Matrix
4/5/2018

1st Shift	SU	M	TU	W	TH	F	SA		
COMMUNITY HEALTH PROMOTER		4	4	4	4	4		20	
DIR-COMMUNITY HEALTH INITIATIV		8	8	8	8	8		40	
RN-MOBILE UNIT(NONBARGAINING)		8	8	8	8	8		40	
								0	
								0	
								0	
								0	
								0	
								0	FTEs
1st Shift TOTALS:	0	20	20	20	20	20	0	100	2.5
Employees per day	0.0	2.5	2.5	2.5	2.5	2.5	0.0		

2nd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
2nd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

3rd shift	SU	M	TU	W	TH	F	SA		
								0	
								0	
								0	FTEs
3rd Shift TOTALS:	0	0	0	0	0	0	0	0	0
Employees per day	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
									FTEs
PROPOSED TOTALS:	0.00	20	20	20	20	20	0	100	2.50
Employees per day	0.0	2.5	2.5	2.5	2.5	2.5	0.0		

Productivity: -
Paid Productivity: -

Annual Prod Manhours: 4,680
Annual Paid Manhours: 5,200

Fixed: 0
Non-Productive Rate:

Productive FTEs:	**2.25**
Target Prod FTEs:	**2.25**
Variance to Target FTEs:	**0.00**

NOTES:

Staffing Matrix Changed 4/10/18 = budget CENSUS =3 MONTH AVERAGE ADC

Please extend Census range to 125% of maximum census to allow for acuity adjustment. Matrix must be based on Medium Acuity patient. Do not build in any acuity adjustment. Matrix is to be built to budget.

ICU CC 6010

Shift:	Day Shift - 7 Days/Week								PMs - 7 Days		Night Shift - 7 Days/Week						Total	WH/UOS
Census	Clinical Sup	RN	Break	Critical Care Tech	US	Director	NM	Dpt Asst		US	Clinical Sup	RN	Break	Critical Care Tech	US	AUM		
1	12	12	0	0	0	0.00	5.71	0.00		0	12	12	0	0	0	0	53.71	53.71
2	12	12	0	0	0	0.00	5.71	0.00		0	12	12	0	0	0	0	53.71	26.86
3	12	24	0	0	0	0.00	5.71	0.00		0	12	24	0	0	0	0	77.71	25.90
4	12	24	0	0	0	0.00	5.71	0.00		0	12	24	0	0	0	0	77.71	19.43
5	12	36	0	0	0	0.00	5.71	0.00		0	12	36	0	0	0	0	101.71	20.34
6	12	36	0	0	0	0.00	5.71	0.00		0	12	36	0	0	0	0	101.71	16.95
7	12	48	0	0	0	0.00	5.71	0.00		0	12	48	0	0	0	0	125.71	17.96
8	12	48	0	0	0	0.00	5.71	0.00		0	12	48	0	0	0	0	125.71	15.71
9	12	60	0	0	0	0.00	5.71	0.00		0	12	60	0	0	0	0	149.71	16.63
10	12	72	0	12	0	0.00	5.71	0.00		0	12	72	0	12	0	0	197.71	19.77
11	12	72	0	12	8	0.00	5.71	0.00		8	12	72	0	12	0	0	213.71	19.43
12	12	84	12	12	8	0.00	5.71	0.00		8	12	84	12	12	0	0	261.71	21.81
13	12	84	12	12	8	0.00	5.71	0.00		8	12	84	12	12	0	0	261.71	20.13
14	12	96	12	12	8	0.00	5.71	0.00		8	12	96	12	12	0	0	285.71	20.41
15	12	96	12	12	8	0.00	5.71	0.00		8	12	96	12	12	0	0	285.71	19.05
16	12	108	12	12	8	0.00	5.71	0.00		8	12	108	12	12	0	0	309.71	19.36
17	12	108	12	12	8	0.00	5.71	0.00		8	12	108	12	12	0	0	309.71	18.22
18	12	120	12	12	8	0.00	5.71	0.00		8	12	120	12	12	0	0	333.71	18.54
19	12	144	12	12	8	0.00	5.71	0.00		8	12	144	12	12	0	0	381.71	20.09
20	12	144	24	12	8	0.00	5.71	0.00		8	12	144	24	12	0	0	405.71	20.29
21	12	156	24	12	8	0.00	5.71	0.00		8	12	156	24	12	0	0	429.71	20.46
22	12	156	24	12	8	0.00	5.71	0.00		8	12	156	24	12	0	0	429.71	19.53
23	12	168	24	12	8	0.00	5.71	0.00		8	12	168	24	12	0	0	453.71	19.73
24	12	168	24	12	8	0.00	5.71	0.00		8	12	168	24	12	0	0	453.71	18.90
25	12	180	24	12	8	0.00	5.71	0.00		8	12	180	24	12	0	0	477.71	19.11
26	12	180	24	12	8	0.00	5.71	0.00		8	12	180	24	12	0	0	477.71	18.37
27	12	192	24	12	8	0.00	5.71	0.00		8	12	192	24	12	0	0	501.71	18.58
28	12	192	24	12	8	0.00	5.71	0.00		8	12	192	24	12	0	0	501.71	17.92
29	12	204	24	12	8	0.00	5.71	0.00		8	12	204	24	12	0	0	525.71	18.13
30	12	204	24	12	8	0.00	5.71	0.00		8	12	204	24	12	0	0	525.71	17.52
31	12	216	24	12	8	0.00	5.71	0.00		8	12	216	24	12	0	0	549.71	17.73
32	12	216	24	12	8	0.00	5.71	0.00	0.00	8	12	216	24	12	0	0	549.71	17.18
33	12	228	36	24	8	0.00	5.71	0.00		8	12	228	36	24	0	0	621.71	18.84
34	12	228	36	24	8	0.00	5.71	0.00		8	12	228	36	24	0	0	621.71	18.29
35	12	240	36	24	8	0.00	5.71	0.00		8	12	240	36	24	0	0	645.71	18.45
36	12	240	36	24	8	0.00	5.71	0.00		8	12	240	36	24	0	0	645.71	17.94

FY2019

Budget for some 1:1 patients as census increases

Staffing Matrix Changed 4/10/18 = budget CENSUS =3 MONTH AVERAGE ADC

Please extend Census range to 125% of maximum census to allow for acuity adjustment. Matrix must be based on Medium Acuity patient. Do not build in any acuity adjustment. Matrix is to be built to budget.

NICU CC6070

Shift:	Day Shift- M-F												Night Shift- M-F					Total	WH/UOS
Infants	Clinical Sup	AUM	RN	Break	US	Unit Coord	Clinical Ed/PCQ CC	CNS	Lact RN	Director	NM	Dr. M AA	Clinical Sup	RN	Break	US	AUM/ Spvr		
1	12	0	24	0	0	5.71	0	5.71	2.86	0.00	5.71	4.29	12	24	0	0	0	96.28	96.28
2	12	0	24	0	0	5.71	0	5.71	2.86	0.00	5.71	4.29	12	24	0	0	0	96.28	48.14
3	12	0	24	0	0	5.71	0	5.71	2.86	0.00	5.71	4.29	12	24	0	0	0	96.28	32.09
4	12	0	24	0	0	5.71	0	5.71	2.86	0.00	5.71	4.29	12	24	0	0	0	96.28	24.07
5	12	0	24	0	0	5.71	0	5.71	2.86	0.00	5.71	4.29	12	24	0	0	0	96.28	19.26
6	12	0	24	0	0	5.71	0	5.71	2.86	0.00	5.71	4.29	12	24	0	0	0	96.28	16.05
7	12	0	36	0	12	5.71	0	5.71	2.86	0.00	5.71	4.29	12	36	0	12	0	144.28	20.61
8	12	0	36	0	12	5.71	0	5.71	2.86	0.00	5.71	4.29	12	36	0	12	0	144.28	18.03
9	12	0	36	0	12	5.71	0	5.71	2.86	0.00	5.71	4.29	12	36	0	12	0	144.28	16.03
10	12	0	48	8	12	5.71	0	5.71	2.86	0.00	5.71	4.29	12	48	8	12	0	184.28	18.43
11	12	0	48	8	12	5.71	0	5.71	2.86	0.00	5.71	4.29	12	48	8	12	0	184.28	16.75
12	12	0	60	8	12	5.71	0	5.71	2.86	0.00	5.71	4.29	12	60	8	12	0	208.28	17.36
13	12	0	60	8	12	5.71	0	5.71	2.86	0.00	5.71	4.29	12	60	8	12	0	208.28	16.02
14	12	0	60	8	12	5.71	0	5.71	2.86	0.00	5.71	4.29	12	60	8	12	0	208.28	14.88
15	12	0	72	10	12	5.71	0	5.71	2.86	0.00	5.71	4.29	12	72	10	12	0	236.28	15.75
16	12	0	72	10	12	5.71	0	5.71	2.86	0.00	5.71	4.29	12	72	10	12	0	236.28	14.77
17	12	0	84	10	12	5.71	0	5.71	2.86	0.00	5.71	4.29	12	84	10	12	0	260.28	15.31
18	12	0	84	10	12	5.71	0	5.71	2.86	0.00	5.71	4.29	12	84	10	12	0	260.28	14.46
19	12	0	84	10	12	5.71	0	5.71	2.86	0.00	5.71	4.29	12	84	10	12	0	260.28	13.70
20	12	0	96	10	12	5.71	0	5.71	2.86	0.00	5.71	4.29	12	96	10	12	0	284.28	14.21
21	12	0	96	10	12	5.71	0	5.71	2.86	0.00	5.71	4.29	12	96	10	12	0	284.28	13.5370
22	12	0	108	10	12	5.71	0	5.71	2.86	0.00	5.71	4.29	12	108	10	12	0	308.28	14.01
23	12	0	144	12	12	5.71	0	5.71	2.86	0.00	5.71	4.29	12	144	12	12	0	384.28	16.71
24	12	0	108	14	12	5.71	0	5.71	2.86	0.00	5.71	4.29	12	108	14	12	0	316.28	13.18
25	12	0	120	14	12	5.71	0	5.71	2.86	0.00	5.71	4.29	12	120	14	12	0	340.28	13.61
26	12	0	120	14	12	5.71	0	5.71	2.86	0.00	5.71	4.29	12	120	14	12	0	340.28	13.09
27	12	0	132	14	12	5.71	0	5.71	2.86	0.00	5.71	4.29	12	132	14	12	0	364.28	13.49
28	12	0	132	14	12	5.71	0	5.71	2.86	0.00	5.71	4.29	12	132	14	12	0	364.28	13.01
29	12	0	132	14	12	5.71	0	5.71	2.86	0.00	5.71	4.29	12	132	14	12	0	364.28	12.56

FY2019

Staffing Matrix Changed 4/10/18 = budget CENSUS =3 MONTH AVERAGE ADC

Please extend Census range to 125% of maximum census to allow for acuity adjustment. Matrix must be based on Medium Acuity patient. Do not build in any acuity adjustment. Matrix is to be built to budget.

6th CC6151 Tele

Shift:	Day Shift - 7 Days/Week											Eve Shift - 7 Days/Week		Night Shift - 7 Days/Week							Total	WH/UOS
Census	ISU RN (6 beds)	Clinical Sup	RN	LVN	CNA	MT	US	Sitter	Break	Mgr	Dir	CNA	US	ISU RN (6 bed)	Clinical Sup	RN	LVN	CNA	MT	US	Break	AUM		
1	0	12	12	0	0	24	5.71		6	0	5.71	0			12	12	0	0	24		6		119.42	119.42
2	0	12	12	0	0	24	5.71		6	0	5.71	0			12	12	0	0	24		6		119.42	59.71
3	0	12	12	0	0	24	5.71		6	0	5.71	0			12	12	0	0	24		6		119.42	39.81
4	0	12	12	0	0	24	5.71		6	0	5.71	0			12	12	0	0	24		6		119.42	29.86
5	0	12	12	12	8	24	5.71		6	0	5.71	8			12	12	12	0	24		6		159.42	31.88
6	0	12	12	12	8	24	5.71		6	0	5.71	8			12	12	12	0	24		6		159.42	26.57
7	0	12	12	12	8	24	5.71		6	0	5.71	8			12	12	12	0	24		6		159.42	22.77
8	0	12	12	12	8	24	5.71		6	0	5.71	8			12	12	12	8	24		6		167.42	20.93
9	0	12	24	12	8	24	5.71		12	0	5.71	8			12	24	12	8	24		12		203.42	22.60
10	0	12	24	12	8	24	5.71		12	0	5.71	8			12	24	12	8	24		12		203.42	20.34
11	0	12	24	12	8	24	5.71		12	0	5.71	8			12	24	12	8	24		12		203.42	18.49
12	0	12	24	12	8	24	5.71		12	0	5.71	8			12	24	12	8	24		12		203.42	16.95
13	0	12	36	12	16	24	5.71		12	0	5.71	8			12	36	12	8	24		12		235.42	18.11
14	0	12	36	12	16	24	5.71		12	0	5.71	8			12	36	12	8	24		12		235.42	16.82
15	0	12	36	12	16	24	5.71		12	0	5.71	8			12	36	12	8	24		12		235.42	15.69
16	0	12	36	12	16	24	5.71		12	0	5.71	8			12	36	12	8	24		12		235.42	14.71
17	0	12	48	12	16	24	5.71		12	0	5.71	8			12	48	12	8	24		12		259.42	15.26
18	0	12	48	12	16	24	5.71		12	0	5.71	8			12	48	12	8	24		12		259.42	14.41
19	0	12	48	12	16	24	5.71		12	0	5.71	8			12	48	12	8	24		12		259.42	13.65
20	0	12	48	12	16	24	5.71		12	0	5.71	16			12	48	12	8	24		12		267.42	13.37
21	0	12	60	12	16	24	5.71		12	0	5.71	16			12	60	12	8	24		12		291.42	13.88
22	0	12	60	12	16	24	5.71		12	0	5.71	16			12	60	12	8	24		12		291.42	13.25
23	0	12	60	12	16	24	5.71		12	0	5.71	16			12	60	12	8	24		12		291.42	12.67
24	0	12	60	12	16	24	5.71		12	0	5.71	16			12	60	12	8	24		12		291.42	12.14
25	0	12	72	12	16	24	5.71		12	0	5.71	16			12	72	12	8	24		12		315.42	12.62
26	0	12	72	12	16	24	5.71		12	0	5.71	16			12	72	12	8	24		12		315.42	12.13
27	0	12	72	12	16	24	5.71		12	0	5.71	16			12	72	12	8	24		12		315.42	11.68
28	0	12	72	12	16	24	5.71		12	0	5.71	16			12	72	12	8	24		12		315.42	11.27
29	0	12	84	12	16	24	5.71		12	0	5.71	16			12	84	12	8	24		12		339.42	11.70
30	0	12	84	12	24	24	5.71		12	0	5.71	16			12	84	12	8	24		12		347.42	11.58
31	0	12	84	12	24	24	5.71		12	0	5.71	16			12	84	12	8	24		12		347.42	11.21
32	0	12	84	12	24	24	6	0	12	0	5.71	16	8	0	12	84	12	8	24	0	12	0	357.71	11.18
33	0	12	96	12	24	24	5.71		12	0	5.71	16			12	96	12	8	24		12		371.42	11.26
34	0	12	96	12	24	24	5.71		12	0	5.71	16			12	96	12	8	24		12		371.42	10.92
35	0	12	96	12	24	24	5.71		12	0	5.71	16			12	96	12	8	24		12		371.42	10.61
36	0	12	96	12	24	24	5.71		12	0	5.71	16			12	96	12	8	24		12		371.42	10.32

FY2019

Staffing Matrix Updated 4/5/18 = budget CENSUS =3 MONTH AVERAGE ADC

Please extend Census range to 125% of maximum census to allow for acuity adjustment. Matrix must be based on Medium Acuity patient. Do not build in any acuity adjustment. Matrix is to be built to budget.

5th Floor CC6179

Shift:	Day Shift - 7 Days									Eve Shift - 7 Days		Night Shift - 7 Days						Total	WH/UOS	Total WH without Mgmt	Actual 7-Day WH/UOS without Mgmt
Census	Clinical Sup	RN	Break	LVN	CNA	Sitters	Manager	Director	US	CNA	US	Clinical Sup	RN	Break	LVN	CNA	US				
1	12	12	0	0	0	0	5.71	0	4	0	0	12	12	0	0	0	0	57.71	57.71	34	33.71
2	12	12	0	0	0	0	5.71	0	4	0	0	12	12	0	0	0	0	57.71	28.86	34	16.86
3	12	12	0	0	0	0	5.71	0	4	0	0	12	12	0	0	0	0	57.71	19.24	34	11.24
4	12	12	0	0	0	0	5.71	0	4	0	0	12	12	0	0	0	0	57.71	14.43	34	8.43
5	12	12	0	0	0	0	5.71	0	4	0	0	12	12	0	0	0	0	57.71	11.54	34	6.74
6	12	12	6	0	8	0	5.71	0	4	8	0	12	12	6	0	0	0	85.71	14.29	62	10.29
7	12	12	6	0	8	0	5.71	0	4	8	0	12	12	6	0	0	0	85.71	12.24	62	8.82
8	12	12	6	0	8	0	5.71	0	4	8	0	12	12	6	0	0	0	85.71	10.71	62	7.71
9	12	12	6	0	8	0	5.71	0	4	8	0	12	12	6	0	0	0	85.71	9.52	62	6.86
10	12	24	6	0	8	0	5.71	0	8	8	8	12	24	6	0	0	0	121.71	12.17	98	9.77
11	12	36	8	0	8	0	5.71	0	8	8	8	12	36	6	0	8	0	155.71	14.16	132	11.97
12	12	36	8	0	8	0	5.71	0	8	8	8	12	36	8	0	8	0	157.71	13.14	134	11.14
13	12	36	8	0	8	0	5.71	0	8	8	8	12	36	8	0	8	0	157.71	12.13	134	10.29
14	12	36	8	0	16	0	5.71	0	8	8	8	12	36	8	0	8	0	165.71	11.84	142	10.12
15	12	36	8	0	16	0	5.71	0	8	8	8	12	36	8	0	8	0	165.71	11.05	142	9.45
16	12	48	8	0	16	0	5.71	0	8	16	8	12	48	8	0	8	0	197.71	12.36	174	10.86
17	12	48	8	0	16	0	5.71	0	8	16	8	12	48	8	0	8	0	197.71	11.63	174	10.22
18	12	48	8	0	16	0	5.71	0	8	16	8	12	48	8	0	8	0	197.71	10.98	174	9.65
19	12	48	8	0	16	0	5.71	0	8	16	8	12	48	8	0	8	0	197.71	10.41	174	9.14
20	12	48	8	0	16	0	5.71	0	8	16	8	12	48	8	0	8	0	197.71	9.89	174	8.69
21	12	48	10	0	24	0	5.71	0	8	16	8	12	48	10	0	8	0	209.71	9.99	186	8.84
22	12	48	10	0	24	0	5.71	0	8	16	8	12	48	10	0	8	0	209.71	9.53	186	8.44
23	12	48	10	0	24	0	5.71	0	8	16	8	12	48	10	0	8	0	209.71	9.12	186	8.07
24	12	48	10	0	24	0	5.71	0	8	16	8	12	48	10	0	8	0	209.71	8.74	186	7.74
25	12	60	12	0	24	0	5.71	0	8	16	8	12	60	12	0	8	0	237.71	9.51	214	8.55
26	12	60	12	0	24	0	5.71	0	8	16	8	12	60	12	0	8	0	237.71	9.14	214	8.22
27	12	60	12	0	24	0	5.71	0	8	16	8	12	60	12	0	8	0	237.71	8.80	214	7.92
28	12	60	12	0	24	0	5.71	0	8	16	8	12	60	12	0	8	0	237.71	8.49	214	7.63
29	12	60	12	0	24	0	5.71	0	8	16	8	12	60	12	0	8	0	237.71	8.20	214	7.37
30	12	72	12	0	24	8	5.71	0	8	16	8	12	72	12	0	8	0	269.71	8.99	246	8.19

FY2019

Staffing Matrix Changed 4/5/18 = budget CENSUS =3 MONTH AVERAGE ADC

Please extend Census range to 125% of maximum census to allow for acuity adjustment. Matrix must be based on Medium Acuity patient. Do not build in any acuity adjustment. Matrix is to be built to budget.

2 East M/S **CC6182**

Shift:	Day Shift - 7 Days									Evenings - 7 Days			Night Shift - 7 Days								Total	WH/UOS	Total WH without Mgmt	Actual 7-Day WH/UOS without Mgmt
Census	Clinical Sup	Charge	RN	Break	LVN	CNA	Sitter	US	Director		CNA	US	Clinical Sup	Charge	RN	Break	LVN	CNA	Sitter	US				
1	12	0	12	0	0	0	0	0	5.71429		0	0	12	0	24	0	0	0	0		65.71	65.71	36	36.00
2	12	0	12	0	0	0	0	0	5.71429		0	0	12	0	24	0	0	0	0	0	65.71	32.86	36	18.00
3	12	0	12	0	0	0	0	0	5.71429		0	0	12	0	24	0	0	0	0	0	65.71	21.90	36	12.00
4	12	0	12	0	0	0	0	0	5.71429		0	0	12	0	24	0	0	0	0	0	65.71	16.43	36	9.00
5	12	0	12	0	0	0	0	0	5.71429		0	0	12	0	24	0	0	0	0	0	65.71	13.14	36	7.20
6	12	0	24	0	0	0	0	0	5.71429		0	0	12	0	24	0	0	0	0	0	77.71	12.95	48	8.00
7	12	0	24	0	0	0	0	0	5.71429		0	0	12	0	24	0	0	0	0	0	77.71	11.10	48	6.86
8	12	0	24	0	0	0	0	0	5.71429		0	0	12	0	24	0	0	0	0	0	77.71	9.71	48	6.00
9	12	0	24	0	0	8	0	8	5.71429		8	8	12	0	24	0	0	8	0	0	117.71	13.08	88	9.78
10	12	0	24	0	0	8	0	8	5.71429		8	8	12	0	24	0	0	8	0	0	117.71	11.77	88	8.80
11	12	0	24	0	12	8	0	8	5.71429		8	8	12	0	36	0	0	8	0	0	141.71	12.88	112	10.18
12	12	0	24	0	12	8	0	8	5.71429		8	8	12	0	36	0	0	8	0	0	141.71	11.81	112	9.33
13	12	0	24	0	12	8	0	8	5.71429		8	8	12	0	36	0	0	8	0	0	141.71	10.90	112	8.62
14	12	0	24	6	12	8	0	8	5.71429		8	8	12	0	36	6	0	8	0	0	153.71	10.98	124	8.86
15	12	0	24	8	12	8	0	8	5.71429		8	8	12	0	48	8	0	8	0	0	169.71	11.31	140	9.33
16	12	0	36	8	12	16	0	8	5.71429		16	8	12	0	48	8	0	8	0	0	197.71	12.36	168	10.50
17	12	0	36	8	12	16	0	8	5.71429		16	8	12	0	48	8	0	8	0	0	197.71	11.63	168	9.88
18	12	0	36	8	12	16	0	8	5.71429		16	8	12	0	48	8	0	8	0	0	197.71	10.98	168	9.33
19	12	0	36	8	12	16	0	8	5.71429		16	8	12	0	48	8	0	8	0	0	197.71	10.41	10.35 168	8.84
20	12	0	36	8	12	16	0	8	5.71429		16	8	12	0	48	8	0	8	0	0	197.71	9.89	168	8.40
21	12	0	48	9	12	16	0	8	5.71429		16	8	12	0	60	9	0	16	0	0	231.71	11.03	202	9.62
22	12	0	48	9	12	16	0	8	5.71429		16	8	12	0	60	9	0	16	0	0	231.71	10.53	202	9.18
23	12	0	48	9	12	16	0	8	5.71429		16	8	12	0	60	9	0	16	0	0	231.71	10.07	202	8.78
24	12	0	48	9	12	16	0	8	5.71429		16	8	12	0	60	9	0	16	0	0	231.71	9.65	202	8.42
25	12	0	48	9	12	16	0	8	5.71429		16	8	12	0	60	9	0	16	0	0	231.71	9.27	202	8.08

FY2019

Staffing Matrix Updated 4/5/18 = budget CENSUS =3 MONTH AVERAGE ADC

Please extend Census range to 125% of maximum census to allow for acuity adjustment. Matrix must be based on Medium Acuity patient. Do not build in any acuity adjustment. Matrix is to be built to budget.

4th Floor **CC6184**

Shift:	Day Shift - 7 Days									Eve Shift - 7 Days		Night Shift - 7 Days						Total	WH/UOS	Total WH without Mgmt	Actual 7-Day WH/UOS without Mgmt
Census	Clinical Sup	RN	Break	LVN	CNA	Sitters	Manager	Director	US		US	Clinical Sup	RN	Break	LVN	CNA	US				
1	12	12	0	0	0	0	0	0	0		0	12	12	0	0	0	0	48.00	48.00	24	24.00
2	12	12	0	0	0	0	0	0	0		0	12	12	0	0	0	0	48.00	24.00	24	12.00
3	12	12	0	0	0	0	0	0	0		0	12	12	0	0	0	0	48.00	16.00	24	8.00
4	12	12	0	0	0	0	0	0	0		0	12	12	0	0	0	0	48.00	12.00	24	6.00
5	12	12	0	0	0	0	0	0	0		0	12	12	0	0	0	0	48.00	9.60	24	4.80
6	12	24	6	0	12	0	0	0	4		4	12	24	6	0	4	0	108.00	18.00	84	14.00
7	12	24	6	0	12	0	0	0	4		4	12	24	6	0	4	0	108.00	15.43	84	12.00
8	12	24	6	0	12	0	0	0	4		4	12	24	6	0	4	0	108.00	13.50	84	10.50
9	12	24	6	0	12	0	0	0	4		4	12	24	6	0	4	0	108.00	12.00	84	9.33
10	12	24	6	0	12	0	0	0	8		4	12	24	6	0	8	0	116.00	11.60	92	9.20
11	12	36	8	0	24	0	0	0	8		8	12	36	6	0	8	0	158.00	14.36	134	12.18
12	12	36	8	0	24	0	0	0	8		8	12	36	6	0	8	0	158.00	13.17	134	11.17
13	12	36	8	0	24	0	0	0	8		8	12	36	6	0	8	0	158.00	12.15	134	10.31
14	12	36	8	0	24	0	0	0	8		8	12	36	6	0	8	0	158.00	11.29	134	9.57
15	12	36	8	0	24	0	0	0	8		8	12	36	8	0	8	0	160.00	10.67	136	9.07
16	12	36	8	12	24	0	0	0	8		8	12	36	8	12	8	0	184.00	11.50	160	10.00
17	12	36	8	12	24	0	0	0	8		8	12	36	8	12	8	0	184.00	10.82	160	9.41
18	12	36	8	12	24	0	0	0	8		8	12	36	8	12	8	0	184.00	10.22	160	8.89
19	12	36	8	12	24	0	0	0	8		8	12	36	8	12	8	0	184.00	9.68	160	8.42
20	12	36	8	12	24	0	0	0	8		8	12	36	8	12	8	0	184.00	9.20	160	8.00

FY2019

Staffing Matrix Changed 6/22/15 (still open is distribut = budget CENSUS =3 MONTH AVERAGE ADC

Please extend Census range to 125% of maximum census to allow for acuity adjustment. Matrix must be based on Medium Acuity patient. Do not build in any acuity adjustment. Matrix is to be built to budget.

7th Floor **CC6187** Med/Onc

Shift:	Day Shift- M-F								Eve Shift -7 Days		Night Shift- M-F							Total	WH/UOS
Census	Clinical Sup	RN	LVN	CNA	US	Sitter	Break	Dir	CNA	US	Clinical Sup	RN	LVN	CNA	US	Break*	AUM		
1	12	12	0	0	0	0	0	5.71	0	0	12	12	0					54	53.71
2	12	12	0	0	0	0	0	5.71	0	0	12	12	0	0	0	0	0	54	26.86
3	12	12	0	0	0	0	0	5.71	0	0	12	12	0	0	0	0	0	54	17.90
4	12	12	0	0	0	0	0	5.71	0	0	12	12	0	0	0	0	0	54	13.43
5	12	12	12	0	0	0	0	5.71	0	0	12	24	0	0	0	0	0	78	15.54
6	12	12	12	0	0	0	0	5.71	0	0	12	24	0	0	0	0	0	78	12.95
7	12	12	12	0	0	0	0	5.71	0	0	12	24	0	0	0	0	0	78	11.10
8	12	12	12	0	0	0	0	5.71	0	0	12	24	0	0	0	0	0	78	9.71
9	12	24	12	0	0	0	0	5.71	0	0	12	36	0	0	0	0	0	102	11.30
10	12	24	12	8	0	0	0	5.71	8	0	12	36	0	0	0	0	0	118	11.77
11	12	24	12	8	0	0	0	5.71	8	0	12	36	0	8	0	0	0	126	11.43
12	12	24	12	8	0	0	0	5.71	8	0	12	36	0	8	0	0	0	126	10.48
13	12	36	12	8	0	0	0	5.71	8	0	12	48	0	8	0	0	0	150	11.52
14	12	36	12	8	0	0	0	5.71	8	0	12	48	0	8	0	0	0	150	10.69
15	12	36	12	8	0	0	0	5.71	8	0	12	48	0	8	0	0	0	150	9.98
16	12	36	12	8	8	0	8	5.71	8	0	12	48	0	8	0	0	0	166	10.36
17	12	48	12	8	8	0	8	5.71	8	0	12	60	0	8	0	8	0	198	11.63
18	12	48	12	8	8	0	8	5.71	8	0	12	60	0	8	0	8	0	198	10.98
19	12	48	12	8	8	0	8	5.71	8	0	12	60	0	8	0	8	0	198	10.41
20	12	48	12	16	8	0	8	5.71	16	0	12	60	0	8	0	8	0	214	10.69
21	12	60	12	16	8	0	8	5.71	16	0	12	72	0	8	0	8	0	238	11.32
22	12	60	12	16	8	0	8	5.71	16	0	12	72	0	8	0	8	0	238	10.81
23	12	60	12	16	8	0	8	5.71	16	0	12	72	0	8	0	8	0	238	10.34
24	12	60	12	16	8	0	8	5.71	16	8	12	72	0	8	0	8	0	246	10.24
25	12	72	12	16	8	0	12	5.71	16	8	12	84	0	8	0	8	0	274	10.95
26	12	72	12	16	8	0	12	5.71	16	8	12	84	0	8	0	12	0	278	10.68
27	12	72	12	16	8	0	12	5.71	16	8	12	84	0	8	0	12	0	278	10.29
28	12	72	12	16	8	0	12	5.71	16	8	12	84	0	8	0	12	0	278	9.92
29	12	84	12	16	8	0	12	5.71	16	8	12	96	0	8	0	12	0	302	10.40
30	12	84	12	24	8	0	12	5.71	16	8	12	96	0	8	0	12	0	310	10.32
31	12	84	12	24	8	0	12	5.71	16	8	12	96	0	8	0	12	0	310	9.99
32	12	84	12	24	8	0	12	5.71	16	8	12	96	0	8	0	12	0	310	9.68
33	12	96	12	24	8	0	12	5.71	16	8	12	108	0	8	0	12	0	334	10.11
34	12	96	12	24	8	0	12	5.71	24	8	12	108	0	16	0	12	0	350	10.29
35	12	96	12	24	8	0	12	5.71	24	8	12	108	0	16	0	12	0	350	9.99
36	12	96	12	24	8	0	12	5.71	24	8	12	108	0	16	0	12	0	350	9.71

Staffing Matrix Changed 4/5/18 = budget CENSUS =3 MONTH AVERAGE ADC

Please extend Census range to 125% of maximum census to allow for acuity adjustment. Matrix must be based on Medium Acuity patient. Do not build in any acuity adjustment. Matrix is to be built to budget.

8th Floor CC6188

Shift:	Day Shift - 7 Days								Evenings - 7 Nights			Night Shift - 7 Nights								Total	WH/UOS
Census	Clinical Sup	RN	LVN	CNA	US	Sitter	Break	Director	CNA	US	Sitter	Clinical Sup	RN	LVN	CNA	US	Sitter	Break	AUM*		
1	12	24	0	0	0	0	0	5.71	0	0	0	12	24	0	0	0	0	0	0	77.71	77.71
2	12	24	0	0	0	0	0	5.71	0	0	0	12	24	0	0	0	0	0	0	77.71	38.86
3	12	24	0	0	0	0	0	5.71	0	0	0	12	24	0	0	0	0	0	0	77.71	25.90
4	12	24	0	0	0	0	0	5.71	0	0	0	12	24	0	0	0	0	0	0	77.71	19.43
5	12	24	0	0	0	0	0	5.71	0	0	0	12	24	0	0	0	0	0	0	77.71	15.54
6	12	24	0	8	0	0	0	5.71	8	0	0	12	24	0	0	0	0	0	0	93.71	15.62
7	12	24	0	8	0	0	0	5.71	8	0	0	12	24	0	0	0	0	0	0	93.71	13.39
8	12	24	0	8	0	0	0	5.71	8	0	0	12	24	0	0	0	0	0	0	93.71	11.71
9	12	24	0	8	0	0	0	5.71	8	0	0	12	24	0	0	0	0	0	0	93.71	10.41
10	12	24	0	8	0	0	8	5.71	8	8	0	12	24	0	0	0	0	8	0	117.71	11.77
11	12	36	0	8	8	0	8	5.71	8	8	0	12	36	0	0	0	0	8	0	149.71	13.61
12	12	36	0	8	8	0	8	5.71	8	8	0	12	36	0	0	0	0	8	0	149.71	12.48
13	12	36	0	8	8	0	8	5.71	8	8	0	12	36	0	0	0	0	8	0	149.71	11.52
14	12	36	0	8	8	0	8	5.71	8	8	0	12	36	0	0	0	0	8	0	149.71	10.69
15	12	36	0	8	8	0	8	5.71	8	8	0	12	36	0	0	0	0	8	0	149.71	9.98
16	12	48	0	16	8	0	8	5.71	16	8	0	12	48	0	0	0	0	8	0	189.71	11.86
17	12	48	0	16	8	0	8	5.71	16	8	0	12	48	0	0	0	0	8	0	189.71	11.16
18	12	48	0	16	8	0	8	5.71	16	8	0	12	48	0	0	0	0	8	0	189.71	10.54
19	12	48	0	16	8	0	8	5.71	16	8	0	12	48	0	0	0	0	8	0	189.71	9.98
20	12	48	0	16	8	0	10	5.71	16	8	0	12	48	0	0	0	0	10	0	193.71	9.69
21	12	48	12	16	8	0	10	5.71	16	8	8	12	48	12	0	0	0	10	0	225.71	10.75
22	12	48	12	16	8	0	10	5.71	16	8	8	12	48	12	0	0	0	10	0	225.71	10.26
23	12	48	12	16	8	0	10	5.71	16	8	8	12	48	12	0	0	0	10	0	225.71	9.81
24	12	48	12	16	8	0	10	5.71	16	8	8	12	48	12	0	0	0	10	0	225.71	9.40
25	12	48	12	24	8	0	10	5.71	16	8	8	12	48	12	8	0	0	10	0	241.71	9.67
26	12	48	12	24	8	0	10	5.71	16	8	8	12	48	12	8	0	0	10	0	241.71	9.30
27	12	48	12	24	8	0	10	5.71	16	8	8	12	48	12	8	0	0	10	0	241.71	8.95
28	12	48	12	24	8	0	10	5.71	16	8	8	12	48	12	8	0	0	10	0	241.71	8.63
27	12	48	12	24	8	0	10	5.71	16	8	8	12	48	12	8	0	0	10	0	241.71	8.95
30	12	60	12	24	8	0	12	5.71	16	8	8	12	60	12	8	0	0	12	0	269.71	8.9905
31	12	60	12	24	8	0	12	5.71	16	8	8	12	60	12	8	0	0	12	0	269.71	8.70
32	12	60	12	24	8	0	12	5.71	16	8	8	12	60	12	8	0	0	12	0	269.71	8.43
33	12	60	12	24	8	0	12	5.71	16	8	8	12	60	12	8	0	0	12	0	269.71	8.17
34	12	60	12	24	8	0	12	5.71	16	8	8	12	60	12	8	0	0	12	0	269.71	7.93
35	12	60	12	24	8	0	12	5.71	16	8	8	12	60	12	8	0	0	12	0	269.71	7.71
36	12	60	12	24	8	0	12	5.71	16	8	8	12	60	12	8	0	0	12	0	269.71	7.49

Staffing Required by Mandated Ratios

Total Patients	1:5 RNs/LVNs	RN Hrs by Shift	LVNs Hours by Shift	RNs/LVNs Hours by Shift
1	1	12	0	12
2	1	12	0	12
3	1	12	0	12
4	1	12	0	12
5	1	12	0	12
6	2	24	0	24
7	2	24	0	24
8	2	24	0	24
9	2	24	0	24
10	2	24	0	24
11	3	36	0	36
12	3	36	0	36
13	3	36	0	36
14	3	36	0	36
15	3	36	0	36
16	4	36	12	48
17	4	36	12	48
18	4	36	12	48
19	4	36	12	48
20	4	36	12	48
21	5	48	12	60
22	5	48	12	60
23	5	48	12	60
24	5	48	12	60
25	5	48	12	60
26	6	60	12	72
27	6	60	12	72
28	6	60	12	72
27	6	60	12	72
30	6	60	12	72
31	7	72	12	84
32	7	72	12	84
33	7	72	12	84
34	7	72	12	84
35	7	72	12	84
36	8	84	12	96

FY2019

Most sitters are from Trauma
Average 2 Trauma patients that need sitters

Staffing Matrix Changed 4/10/18 = budget CENSUS =3 MONTH AVERAGE ADC

Please extend Census range to 125% of maximum census to allow for acuity adjustment. Matrix must be based on Medium Acuity patient. Do not build in any acuity adjustment. Matrix is to be built to budget.

ED **CC7010**

Shift:	Day Shift - 7 Days/Week												Peak Shift - 7 Days/Week				Night Shift - 7 Days/Week									Total	WH/UOS
Census	Charge	Trauma RN	Main ED RN	Team Care Charge	Triage RN	Team Care RN	ED Tech	US	Break	MHW	Biller	Dir/Mgr	Team Care RN	Main ED RN	ED Tech	US	Charge	Trauma RN	Main ED RN	Team Care Charge	Triage RN	Team Care RN	ED Tech	US	Break	MHW		
185	12	12	48	12	12	24	60	12	12	12	6.85	11.42	24	24	24	12	12	12	48	12	12	24	60	12	12	12	534.27	2.89
200	12	12	48	12	12	36	60	12	12	12	6.85	11.42	24	24	24	12	12	12	48	12	12	36	60	12	12	12	558.27	2.79
215	12	12	60	12	12	36	60	12	12	12	6.85	11.42	24	24	24	12	12	12	60	12	12	36	60	12	12	12	582.27	2.71
230	12	12	72	12	12	42	60	12	12	12	6.85	11.42	24	24	24	12	12	12	72	12	12	42	60	12	12	12	618.27	2.69
245	12	12	84	12	12	42	60	12	18	12	6.85	11.42	24	24	24	12	12	12	84	12	12	42	60	12	18	12	654.27	2.67
260	12	12	96	12	12	48	60	12	18	12	6.85	11.42	24	24	24	12	12	12	96	12	12	48	60	12	18	12	690.27	2.65
275	12	12	108	12	12	48	72	12	18	12	6.85	11.42	24	24	24	18	12	12	108	12	12	48	72	12	18	12	744.27	2.71

FY2019

Variance will be explained and needed when ER is boarding patients ICU 1:1 or 1:2 + multiple psych pt needing sitters

Staffing Matrix

= budget CENSUS

=3 MONTH AVERAGE ADC

Please extend Census range to 125% of maximum census to allow for acuity adjustment. Matrix must be based on Medium Acuity patient. Do not build in any acuity adjustment. Matrix is to be built to budget.

PSYCH CC6340

Shift:	Day Shift - 7 Days															Night Shift - 7 Days										Total	WH/UOS	Total WH without Mgmt	Actual 7-Day WH/UOS without Mgmt
Census	Clinical Sup	Charge	Breaker	ER RN	ER MHW	RN	LVN	MHW	US	Mgr	Dir	Psych Care Coord	DC Planner	OT	Rec Ther Asst	Clinical Sup	Charge	Breaker	ER RN	ER MHW	RN	LVN	MHW	US	AUM				
1	0	0	12	0	0	12	0	12	5.71	0	5.71	8.06	0.00	0	5.71	12	0	12	0	0	12	0	12	0	0	109.19	109.19	91	91.48
2	0	0	12	0	0	12	0	12	5.71	0	5.71	8.06	0.00	0	5.71	12	0	12	0	0	12	0	12	0	0	109.19	54.60	91	45.74
3	0	0	12	0	0	12	0	12	5.71	0	5.71	8.06	0.00	0	5.71	12	0	12	0	0	12	0	12	0	0	109.19	36.40	91	30.49
4	0	0	12	0	0	12	0	12	5.71	0	5.71	8.06	0.00	0	5.71	12	0	12	0	0	12	0	12	0	0	109.19	27.30	91	22.87
5	0	0	12	0	0	12	0	12	5.71	0	5.71	8.06	0.00	0	5.71	12	0	12	0	0	12	0	12	0	0	109.19	21.84	91	18.30
6	0	0	12	0	0	12	0	12	5.71	0	5.71	8.06	0.00	0	5.71	12	0	12	0	0	12	0	12	0	0	109.19	18.20	91	15.25
7	0	0	12	0	0	12	12	12	5.71	0	5.71	8.06	0.00	0	5.71	12	0	12	0	0	12	12	12	0	0	133.19	19.03	115	16.50
8	0	0	12	0	0	12	12	12	5.71	0	5.71	8.06	0.00	0	5.71	12	0	12	0	0	12	12	12	0	0	133.19	16.65	115	14.44
9	0	0	12	0	0	12	12	12	5.71	0	5.71	8.06	0.00	0	5.71	12	0	12	0	0	12	12	12	0	0	133.19	14.80	115	12.83
10	0	0	12	0	0	12	12	12	5.71	0	5.71	8.06	0.00	0	5.71	12	0	12	0	0	12	12	12	0	0	133.19	13.32	115	11.55
11	0	0	12	0	0	12	12	24	5.71	0	5.71	8.06	0.00	0	5.71	12	0	12	0	0	12	12	24	0	0	157.19	14.29	139	12.68
12	0	0	12	0	0	12	12	24	5.71	0	5.71	8.06	0.00	0	5.71	12	0	12	0	0	12	12	24	0	0	157.19	13.10	139	11.62
13	12	0	12	0	0	24	12	24	5.71	0	5.71	8.06	0.00	0	5.71	12	0	12	0	0	24	12	24	0	0	193.19	14.86	163	12.58
14	12	0	12	0	0	24	12	24	5.71	0	5.71	8.06	0.00	0	5.71	12	0	12	0	0	24	12	24	0	0	193.19	13.80	163	11.68
15	12	0	12	0	0	24	12	24	5.71	0	5.71	8.06	0.00	0	5.71	12	0	12	0	0	24	12	24	0	0	193.19	12.88	163	10.90
16	12	0	12	0	0	24	12	24	5.71	0	5.71	8.06	0.00	0	5.71	12	0	12	0	0	24	12	24	0	0	193.19	12.07	163	10.22
17	12	0	12	0	0	24	12	24	5.71	0	5.71	8.06	0.00	0	5.71	12	0	12	0	0	24	12	24	0	0	193.19	11.36	163	9.62
18	12	0	12	0	0	24	12	24	5.71	0	5.71	8.06	0.00	0	5.71	12	0	12	0	0	24	12	24	0	0	193.19	10.73	163	9.08
19	12	0	12	0	0	24	24	24	5.71	0	5.71	8.06	0.00	0	5.71	12	0	12	0	0	24	24	24	0	0	217.19	11.43	187	9.87
20	12	0	12	0	0	24	24	24	5.71	0	5.71	8.06	0.00	0	5.71	12	0	12	0	0	24	24	24	0	0	217.19	10.86	187	9.37
21	12	0	12	0	0	24	24	36	5.71	0	5.71	16.12	0.00	0	5.71	12	0	12	0	0	24	24	36	0	0	249.25	11.87	220	10.45
22	12	0	12	0	0	24	24	36	5.71	0	5.71	16.12	0.00	0	5.71	12	0	12	0	0	24	24	36	0	0	249.25	11.33	220	9.98
23	12	0	12	0	0	24	24	36	5.71	0	5.71	16.12	0.00	0	5.71	12	0	12	0	0	24	24	36	0	0	249.25	10.84	220	9.55
24	12	0	12	0	0	24	24	36	5.71	0	5.71	16.12	0.00	0	5.71	12	0	12	0	0	24	24	36	0	0	249.25	10.39	220	9.15
25	12	0	12	0	0	36	24	36	5.71	0	5.71	16.12	0.00	0	5.71	12	0	12	0	0	36	24	36	0	0	273.25	10.93	244	9.74
26	12	0	12	0	0	36	24	36	5.71	0	5.71	16.12	0.00	0	5.71	12	0	12	0	0	36	24	36	0	0	273.25	10.51	244	9.37
27	12	0	12	0	0	36	24	36	5.71	0	5.71	16.12	0.00	0	5.71	12	0	12	0	0	36	24	36	0	0	273.25	10.12	244	9.02
28	12	0	12	0	0	36	24	36	5.71	0	5.71	16.12	0.00	0	5.71	12	0	12	0	0	36	24	36	0	0	273.25	9.76	244	8.70
29	12	0	12	0	0	36	24	36	5.71	0	5.71	16.12	0.00	0	5.71	12	0	12	0	0	36	24	36	0	0	273.25	9.42	244	8.40
30	12	0	12	0	0	36	24	36	5.71	0	5.71	16.12	0.00	0	5.71	12	0	12	0	0	36	24	36	0	0	273.25	9.11	244	8.12
31	12	0	12	0	0	36	36	48	5.71	0	5.71	16.12	0.00	0	5.71	12	0	12	0	0	36	36	48	0	0	321.25	10.36	292	9.40
32	12	0	12	0	0	36	36	48	5.71	0	5.71	16.12	0.00	0	5.71	12	0	12	0	0	36	36	48	0	0	321.25	10.04	292	9.11
33	12	0	12	0	0	36	36	48	5.71	0	5.71	16.12	0.00	0	5.71	12	0	12	0	0	36	36	48	0	0	321.25	9.73	292	8.83
34	12	0	12	0	0	36	36	48	5.71	0	5.71	16.12	0.00	0	5.71	12	0	12	0	0	36	36	48	0	0	321.25	9.45	292	8.57
35	12	0	12	0	0	36	36	48	5.71	0	5.71	16.12	0.00	0	5.71	12	0	12	0	0	36	36	48	0	0	321.25	9.18	292	8.33
36	12	0	12	0	0	36	36	48	5.71	0	5.71	16.12	0.00	0	5.71	12	0	12	0	0	36	36	48	0	0	321.25	8.92	292	8.10
37	12	0	12	0	0	48	36	48	5.71	0	5.71	16.12	0.00	0	5.71	12	0	12	0	0	48	36	48	0	0	345.25	9.33	316	8.53
38	12	0	12	0	0	48	36	48	5.71	0	5.71	16.12	0.00	0	5.71	12	0	12	0	0	48	36	48	0	0	345.25	9.09	316	8.30
39	12	0	12	0	0	48	36	48	5.71	0	5.71	16.12	0.00	0	5.71	12	0	12	0	0	48	36	48	0	0	345.25	8.85	316	8.09
40	12	0	12	0	0	48	36	48	5.71	0	5.71	16.12	0.00	0	5.71	12	0	12	0	0	48	36	48	0	0	345.25	8.63	316	7.89

FY2019

Ratio is 6:1 for licenced
Ratio for MHW should be 10:1
Breaker also sees patients on Med/Surg floor

Staffing Matrix Changed 4/5/18 = budget CENSUS =3 MONTH AVERAGE ADC

SNF CC6580

Shift:	Day Shift - 7 Days									Evening - 7 Days		Night Shift - 7 Days			Total	WH/UOS	Total WH without Mgmt	Actual 7-Day HPPD without Mgmt	Direct Hrs/ UOS
Census	MDS Coord/DON	Admin	DON	RN	SW	LVN	CNA	US	Act Coor		CNA	RN	LVN	CNA					
1	5.71	5.71	0	12	2	6	2	0	2		2	12	6	2	57.42	57.42	57	57.42	42.00
2	5.71	5.71	0	12	2	6	2	0	2		2	12	6	2	57.42	28.71	57	28.71	21.50
3	5.71	5.71	0	12	2	6	3	0	2		3	12	6	3	60.42	20.14	60	20.14	15.33
4	5.71	5.71	0	12	2	6	4	0	2		4	12	6	4	63.42	15.86	63	15.86	12.00
5	5.71	5.71	0	12	3	6	4	0	3		4	12	6	4	65.42	13.08	65	13.08	10.00
6	5.71	5.71	0	12	3	6	6	0	3		6	12	6	6	71.42	11.90	71	11.90	9.00
7	5.71	5.71	0	12	4	6	6	0	3		6	12	6	6	72.42	10.35	72	10.35	7.86
8	5.71	5.71	0	12	5.71	6	7	0	3		7	12	6	7	77.13	9.64	77	9.64	7.25
9	5.71	5.71	0	12	5.71	6	8	0	3		8	12	6	8	80.13	8.90	80	8.90	6.67
10	5.71	5.71	0	12	5.71	12	8	0	5.71		8	12	12	8	94.84	9.48	95	9.48	7.60
11	5.71	5.71	0	12	5.71	12	12	0	5.71		8	12	12	8	98.84	8.99	99	8.99	6.91
12	5.71	5.71	0	12	5.71	12	12	0	5.71		12	12	12	8	102.84	8.57	103	8.57	6.67
13	5.71	5.71	0	12	5.71	12	12	0	5.71		12	12	12	8	102.84	7.91	103	7.91	6.46
14	5.71	5.71	0	12	5.71	12	16	0	5.71		12	12	12	8	106.84	7.63	107	7.63	6.00
15	5.71	5.71	0	12	5.71	12	16	0	5.71		12	12	12	8	106.84	7.12	107	7.12	5.60
16	5.71	5.71	0	12	5.71	12	16	0	5.71		12	12	12	12	110.84	6.93	111	6.93	5.50
17	5.71	5.71	0	12	5.71	12	16	0	5.71		16	12	12	12	114.84	6.76	115	6.76	5.41
18	5.71	5.71	0	24	5.71	6	16	8	5.71		16	24	6	12	134.84	7.4911	135	7.49	5.78
19	5.71	5.71	0	24	5.71	6	16	8	5.71		16	24	6	16	138.84	7.31	139	7.31	5.68
20	5.71	5.71	0	24	5.71	6	16	8	5.71		16	24	6	16	138.84	6.94	139	6.94	5.60
21	5.71	5.71	0	24	5.71	12	20	8	5.71		16	24	12	16	154.84	7.37	155	7.37	6.10
22	5.71	5.71	0	24	5.71	12	24	8	5.71		16	24	12	16	158.84	7.22	159	7.22	5.82
23	5.71	5.71	0	24	5.71	12	24	8	5.71		16	24	12	16	158.84	6.91	159	6.91	5.74
24	5.71	5.71	0	24	5.71	12	28	8	5.71		16	24	12	16	162.84	6.79	163	6.79	5.50
25	5.71	5.71	0	24	5.71	12	28	8	5.71		16	24	12	16	162.84	6.51	163	6.51	5.12
26	5.71	5.71	0	24	5.71	12	24	8	5.71		24	24	12	16	166.84	6.42	167	6.42	5.23
27	5.71	5.71	0	24	5.71	18	24	8	5.71		24	24	18	16	178.84	6.62	179	6.62	5.48
28	5.71	5.71	0	24	5.71	18	24	8	5.71		24	24	18	20	182.84	6.53	183	6.53	5.43
29	5.71	5.71	0	24	5.71	18	24	8	5.71		24	24	18	24	186.84	6.44	187	6.44	5.38
30	5.71	5.71	0	24	5.71	18	24	8	5.71		24	24	18	24	186.84	6.23	187	6.23	4.40

FY2019

Staffing Matrix Changed 6/12/15 = budget CENSUS =3 MONTH AVERAGE ADC

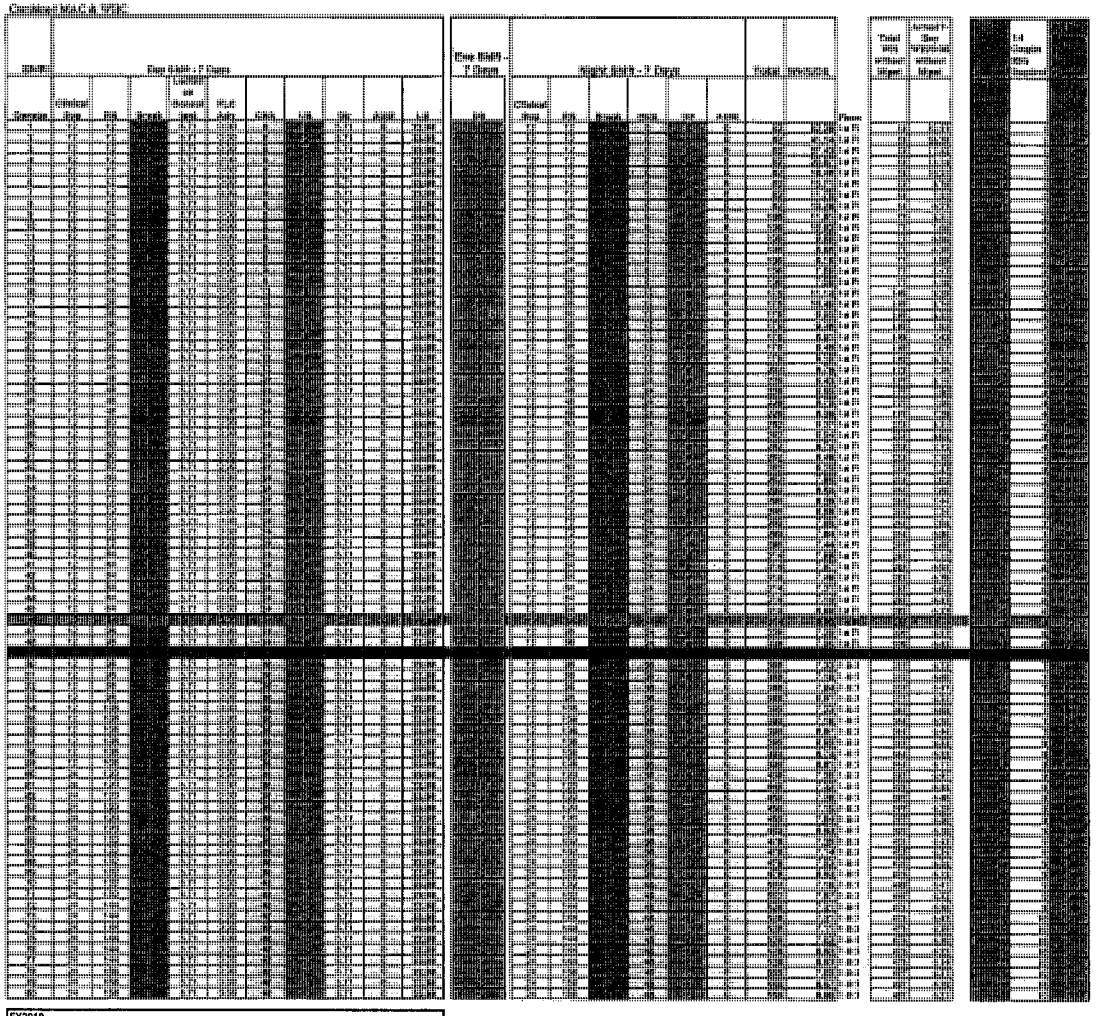
Please extend Census range to 125% of maximum census to allow for acuity adjustment. Matrix must be based on Medium Acuity patient. Do not build in any acuity adjustment. Matrix is to be built to budget.

Peds **CC6290**

Shift:	CN					Evening Shift			Night Shift - 7 Days					Total	WH/UOS	Total WH without Mgmt	Actual 7-Day WH/UOS without Mgmt
Census	CN	RN	Break	CNA	NM				CN	RN	Break	CNA					
1	12	12	0	0	0				12	12	0	0	0	48.00	48.00	48	48.00
2	12	12	0	0	0				12	12	0	0	0	48.00	24.00	48	24.00
3	12	12	0	0	0				12	12	0	0	0	48.00	16.00	48	16.00
4	12	12	0	0	0				12	12	0	0	0	48.00	12.00	48	12.00
5	12	24	0	0	0				12	24	0	0	0	72.00	14.40	72	14.40
6	12	24	0	0	0				12	24	0	0	0	72.00	12.00	72	12.00
7	12	24	0	0	0				12	24	0	0	0	72.00	10.29	72	10.29
8	12	24	0	0	0				12	24	0	0	0	72.00	9.00	72	9.00
9	12	24	4	0	0				12	24	4	0	0	80.00	8.89	80	8.89
10	12	24	4	0	0				12	24	4	0	0	80.00	8.00	80	8.00
11	12	24	4	0	0				12	24	4	0	0	80.00	7.27	80	7.27
12	12	24	4	0	0				12	24	4	0	0	80.00	6.67	80	6.67
13	12	36	4	0	0				12	36	4	0	0	104.00	8.00	104	8.00
14	12	36	4	0	0				12	36	4	0	0	104.00	7.43	104	7.43
15	12	36	4	0	0				12	36	4	0	0	104.00	6.93	104	6.93
16	12	36	4	0	0				12	36	4	0	0	104.00	6.50	104	6.50
17	12	48	4	0	0				12	48	4	0	0	128.00	7.53	128	7.53

FY2019

Staffing Matrix Changed 4/4/18 [redacted] = budget CENSUS [redacted] =3 MONTH AVERAGE ADC



FY2018

Changing couplet ratio from 4:1 to 3:1

Staffing Matrix No Changes FY 2019 = budget CENSUS =3 MONTH AVERAGE ADC

Antepartum **CC6382**

Shift:	Day Shift - 7 Days		Evening Shift - 7 Days			Night Shift - 7 Days		Total	HPUOS
Census	RN					RN			
1	12					12		24.00	24.00
2	12					12		24.00	12.00
3	12					12		24.00	8.00
4	12					12		24.00	6.0000
5	24					24		48.00	9.60
6	24					24		48.00	8.00
7	24					24		48.00	6.86
8	24					24		48.00	6.00

FY2019

Staffing Matrix

= budget CENSUS

=3 MONTH AVERAGE ADC

Nursery **CC6530**

Shift:	Day Shift - 7 Days				Evening Shift			Night Shift - 7 Days				Total	HPUOS	Total WH without Mgmt	Actual 7-Day HPPD without Mgmt
Census	RN	LVN	US	AUM				RN	LVN	US	AUM				
1	12	0	0	0				12	0	0	0	24.00	24.00	24	24.00
2	12	0	0	0				12	0	0	0	24.00	12.00	24	12.00
3	12	0	0	0				12	0	0	0	24.00	8.00	24	8.00
4	12	0	0	0				12	0	0	0	24.00	6.00	24	6.00
5	24	0	0	0				24	0	0	0	48.00	9.60	48	9.60
6	24	0	0	0				24	0	0	0	48.00	8.00	48	8.00
7	24	0	0	0				24	0	0	0	48.00	6.86	48	6.86
8	24	0	0	0				24	0	0	0	48.00	6.00	48	6.00
9	36	0	0	0				36	0	0	0	72.00	8.00	72	8.00
10	36	0	0	0				36	0	0	0	72.00	7.20	72	7.20
11	36	0	0	0				36	0	0	0	72.00	6.55	72	6.55
12	36	0	0	0				36	0	0	0	72.00	6.00	72	6.00
13	48	0	0	0				48	0	0	0	96.00	7.38	96	7.38
14	48	0	0	0				48	0	0	0	96.00	6.86	96	6.86
15	48	0	0	0				48	0	0	0	96.00	6.40	96	6.40

FY2019

Staffing Matrix Changed 4/4/18 = budget CENSUS =3 MONTH AVERAGE ADC

Please extend Census range to 125% of maximum census to allow for acuity adjustment. Matrix must be based on Medium Acuity patient. Do not build in any acuity adjustment. Matrix is to be built to budget.

L&D CC 7400

Shift:	Day Shift - 7 Days																	Night Shift - 7 Days										Total	WH/UOS	Total WH without Mgmt	Actual 7-Day HPPD without Mgmt
Delivery	Clinical Sup	LDR RN	Break	US	OR	PACU	Scrub	Triage RN	Triage LVN	Clerk	FLC Sch	Mat Coord	QS CRD	Educator	Assoc Adm	Director	Dept Asst	Clinical Sup	LDR RN	Break	US	OR	PACU	Scrub	Triage RN	Triage LVN	AUM				
1	12	12	0	12	12	12	24	36	0	0.00	5.71	5.71	0	0	0.00	5.71	0	12	12	0	12	12	12	12	24	0	0	233.13	233.13	203	203.42
2	12	12	0	12	12	12	24	36	0	0.00	5.71	5.71	0	0	0.00	5.71	0	12	12	0	12	12	12	12	24	0	0	233.13	116.57	203	101.71
3	12	24	0	12	12	12	24	36	0	0.00	5.71	5.71	0	0	0.00	5.71	0	12	24	0	12	12	12	12	24	0	0	257.13	85.71	227	75.81
4	12	24	0	12	12	12	24	36	0	0.00	5.71	5.71	0	0	0.00	5.71	0	12	24	0	12	12	12	12	24	0	0	257.13	64.28	227	56.86
5	12	36	0	12	12	12	24	36	0	0.00	5.71	5.71	0	0	0.00	5.71	0	12	36	0	12	12	12	12	24	0	0	281.13	56.23	251	50.28
6	12	36	0	12	12	12	24	36	0	0.00	5.71	5.71	0	0	0.00	5.71	0	12	36	0	12	12	12	12	24	0	0	281.13	46.86	251	41.90
7	12	48	12	12	12	12	24	36	0	0.00	5.71	5.71	0	0	0.00	5.71	0	12	48	12	12	12	12	12	24	0	0	329.13	47.02	299	42.77
8	12	48	12	12	12	12	24	36	0	0.00	5.71	5.71	0	0	0.00	5.71	0	12	48	12	12	12	12	12	24	0	0	329.13	41.14	299	37.43
9	12	60	12	12	12	12	24	36	0	0.00	5.71	5.71	0	0	0.00	5.71	0	12	60	12	12	12	12	12	24	0	0	353.13	39.24	323	35.94
10	12	60	12	12	12	12	24	36	0	0.00	5.71	5.71	0	0	0.00	5.71	0	12	60	12	12	12	12	12	24	0	0	353.13	35.31	323	32.34
11	12	64	12	12	12	12	24	36	0	0.00	5.71	5.71	0	0	0.00	5.71	0	12	84	12	12	12	12	12	24	0	0	381.13	34.65	351	31.95
12	12	84	12	12	12	12	24	36	0	0.00	5.71	5.71	0	0	0.00	5.71	0	12	84	12	12	12	12	12	24	0	0	401.13	33.43	371	30.95
13	12	84	12	12	12	12	24	36	0	0.00	5.71	5.71	0	0.00	0.00	5.71	0.00	12	84	12	12	12	12	12	36	0	0	413.13	31.78	383	29.49
14	12	96	12	12	12	12	24	36	0	0.00	5.71	5.71	0	0	0.00	5.71	0	12	96	12	12	12	12	12	36	0	0	437.13	31.22	407	29.10
15	12	96	12	12	12	12	24	36	0	0.00	5.71	5.71	0	0	0.00	5.71	0	12	96	12	12	12	12	12	36	0	0	437.13	29.14	407	27.16
16	12	108	12	12	12	12	24	36	0	0.00	5.71	5.71	0	0	0.00	5.71	0.00	12	108	12	12	12	12	12	36	0	0	461.13	28.82	431	26.96
17	12	108	12	12	12	12	24	36	0	0.00	5.71	5.71	0	0	0.00	5.71	0.00	12	108	12	12	12	12	12	36	0	0	461.13	27.13	431	25.38
18	12	120	12	12	12	12	24	36	0	0.00	5.71	5.71	0	0	0.00	5.71	0.00	12	120	12	12	12	12	12	36	0	0	485.13	26.95	455	25.30

FY2019

Title 11, California Code of Regulations, § 999.5(d)(5)(E)

Exhibit 6

St. Francis Medical Center
our mission is life

ADMINISTRATIVE MANUAL

Functional Section: HUMAN RESOURCES – EMPLOYEE RELATIONS

SECTION 900
POLICY # 947

TITLE: **CONFLICT/COMPLAINT RESOLUTION**		
Date Effective: 7/83	**Date Revised: October 1, 2012**	**Revision # 7**
Originating Signature: **LAURA S. KATO, VICE PRESIDENT, HUMAN RESOURCE SERVICES**	Approving Signature: **GERALD T. KOZAI, PRESIDENT/CEO**	
Reference/Key Words:		

SECTION 1. PURPOSE

1.1 The Conflict/Complaint Resolution procedure is a formal channel of communication to be utilized in resolving problems associated with wages, benefits, working conditions, or disciplinary action or any other matter affecting the associate.

SECTION 2. POLICY

2.1 The immediate supervisor shall be considered at all times the first step of resolving any dispute or conflict. Any associate complaint should first be discussed informally between the associate and the immediate supervisor. If the associate maintains a complaint after this informal meeting, a formal complaint utilizing the established Complaint Resolution form (CRF) may be initiated by the associate.

2.2 A complaint may be filed regarding wages, benefits, working conditions or any disciplinary action with the exception of involuntary terminations, which are final. All involuntary terminations must, however, be reviewed and authorized by the respective divisional Vice President and the Vice President of Human Resources.

2.3 Associates shall submit their complaint using the established CRF.

2.4 There shall be no retaliation against any associate for using this procedure.

SECTION 3. RESPONSIBILITY

3.1 Management is responsible for advising associates that there is an open channel through which problems, suggestions, questions, or grievances can be presented.
It is further the responsibility of each supervisor to assure associates that they will not receive any means of retaliation for presenting ideas, problems, recommendations or grievances to management.

3.2 Associates are responsible for instituting the formal grievance procedure, when informal discussions fail to bring about a satisfactory resolution.

TITLE:
CONFLICT/COMPLAINT RESOLUTION

3.3 In some instances Human Resource Services may provide assistance to associates in completing the Conflict Resolution form.

SECTION 4. PROCEDURE

4.1 The associate must first discuss the problem with the immediate supervisor within seven (7) calendar days after it arises. The supervisor must respond in writing to the associate's grievance within seven (7) calendar days, and send copies of all documents to Human Resource Services.

4.2 If the associate is not satisfied with the supervisor's reply, he/she must deliver the grievance to the Department head within seven (7) days of receipt of the supervisor's reply. The Department Head must give the associate a written reply within seven days after the written complaint has been submitted at this level (or as soon thereafter as practicable if the Department Head is absent from the medical center).

4.3 If the associate is not satisfied with the Department Head's reply he/she must deliver the grievance to his/her Division Vice President within seven days after receipt of the Department Head's reply. The Division Vice President will conduct appropriate investigation, review and/or meetings, and will issue a decision in writing within fourteen (14) days of receipt of the grievance.

4.4 If the associate wishes further review, he/she may submit the grievance within seven days after receipt of the Division Vice President's decision, to the President/CEO or his designee. The President/CEO (or designated representative) shall review the matter and issue a final determination within twenty-one days of receipt of the grievance.

4.5 At any point in the grievance procedure, the associate may discuss the matter with a representative of Human Resource Services.

Mgmt. Council	8/22/12
Board	9/11/12

Title 11, California Code of Regulations, § 999.5(d)(5)(E)

Exhibit 7

Exhibit 7

St. Francis Medical Center List of Policies and Procedures that Address Employee Wages, Salaries, Benefits, Working Conditions and Employment Protections

1. Associate Addresses and Phone Numbers
2. Attendance/Tardiness
3. Behavioral Standards
4. Bereavement Leave
5. Code of Conduct
6. Confidentiality of Patient Information
7. Conflict/Complaint Resolution
8. Disciplinary Procedures
9. Dress Code
10. Employment Categories
11. Equal Employment Opportunity
12. Examination of Personnel File
13. Holiday Premium Pay
14. License Verification
15. Meal and Rest Periods
16. Off-Duty Conduct and Conflicts of Interest
17. Overtime
18. Payroll Deductions
19. Pay Upon Separation
20. Performance Evaluations and Job Descriptions
21. Pregnancy Disability Leave
22. Shift Differential
23. Substance Abuse Policy
24. Time Off for Voting
25. Transfers and/or Promotions
26. Transitional Work Program
27. Tuition Reimbursement
28. Unlawful Harassment
29. Use of Personal Electronic Devices in the Workplace
30. Wage and Salary Administration
31. Wage Option Program
32. Workplace Violence

Employment Policies for all Verity Associates

1. Gifts and Awards
2. Non-Retaliation
3. Labor Productivity Management
4. Position Control
5. Shift Differential

6. Standards for Associate Conduct
7. Transfer Policy
8. Values Line Reporting and Response

Notice of Proposed Submission and Request for Consent by:

SETON MEDICAL CENTER, ST. FRANCIS MEDICAL CENTER, AND ST. VINCENT MEDICAL CENTER

in Connection with its Asset Purchase Agreement

with

STRATEGIC GLOBAL MANAGEMENT, INC.

NELSON HARDIMAN
HEALTHCARE LAWYERS

Prepared for the Office of the Attorney General

California Department of Justice
Charitable Trusts Division

May 7, 2019

Binder 10 of 13

Title 11, California Code of Regulations, § 999.5(d)(5)(E)

Exhibit 8

St. Francis Medical Center
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ADMINISTRATIVE MANUAL

Functional Section: HUMAN RESOURCES – GENERAL EMPLOYMENT

SECTION 900
POLICY # 914

TITLE: IDENTIFICATION BADGES			
Date Effective: JULY 30, 2002	**Date Revised:** Oct. 1, 2008	[redacted]	**Revision # 3**
Originating Signature: [redacted] LAURA S. KATO, VICE PRESIDENT, HUMAN RESOURCE SERVICES		**Approving Signature:** [redacted] C[redacted] T. KOZAL, PRESIDENT/CEO	
Reference/Key Words:			

SECTION 1. PURPOSE

1.1 In accordance with regulatory agency requirements and to meet the requirements set forth in the Behavioral Standards and for the provision of a safe and secure environment and to provide for security and the comfort of patients, visitors, medical staff, and associates.

SECTION 2. POLICY

2.1 It is St. Francis Medical Center's policy to provide and to require appropriate use and display of a picture Identification Badge for all associates, volunteers, medical staff and students.

SECTION 3. APPLICABILITY & SCOPE

3.1 The Public Safety Department is responsible for providing all the above individuals with identification badges and for making available temporary identification badges for distribution to authorized global vendors, consultants, interns and residents.

SECTION 4. PROCEDURE

4.1 Associates, volunteers and students are required to wear their Identification Badge above the waist, facing forward at all times while on duty with the name, department, appropriate credentials and picture visible.

4.2 The aforementioned Identification Badge information may not be obscured by pins, stickers or other attachments. Any items attached to the badge must be related to St. Francis Medical Center or a professional affiliation.

4.3 Department Managers/Supervisors are responsible for ensuring that associates wear the authorized, unobstructed St. Francis Medical Center issued Identification Badge, or take the appropriate disciplinary action.

TITLE:

IDENTIFICATION BADGES

4.4 Public Safety staff, as well as management associates, have the right and responsibility to request a photo Identification Badge from any person within St. Francis Medical Center premises at any time.

4.5 If an associate changes his/her name, job title or license, supporting documentation must be submitted to Human Resource Services Department prior to obtaining a new identification badge from the Public Safety Department.

4.6 Lost, stolen or damaged badges must be replaced immediately, and the associate may be required to pay a nominal replacement cost of $10 after more than1identification badge is issued. Visitors or Temporary staff may be required to provide a $10 deposit to ensure return of the ID badge.

4.7 Human Resource Services is responsible for notifying Public Safety of all employment terminations on a weekly basis so that access is deactivated. Public Safety is responsible for deactivating access through the card reader system. All involuntary terminations will result in immediate notification by Human Resources to Public Safety so that access is deactivated on the date of termination.

Approved:
Patients Rights &
Ethics Team
QA/I-CIB
MEC
BOD 07/14/09
Mgmt. Council

ADMINISTRATIVE MANUAL

Functional Section: HUMAN RESOURCES – EMPLOYEE RELATIONS

SECTION 900
POLICY # 941

TITLE: **ATTENDANCE/TARDINESS**		
Date Effective: 5/88	**Date Revised: October 1, 2008** **Date Reviewed: July 2, 2015**	**Revision # 5**
Originating Signature: VICKI DEL CASTILLO, EXECUTIVE DIRECTOR, HUMAN RESOURCE SERVICES	**Originating Signature:** GERALD T. KOZAI, PRESIDENT/CEO	
Reference/Key Words:		

SECTION 1. PURPOSE

1.1 To establish acceptable standards of attendance and punctuality for all associates working within the Medical Center. To encourage associates to pre-schedule absences in order to maintain efficient operations and minimize disruptions within each department.

SECTION 2. POLICY

2.1 All associates are expected to adhere to the standards for attendance and tardiness.

2.1.1 **DEFINITIONS:**

2.1.1.1 **Occurrence**: Any unscheduled absence from work for a single or consecutive shift(s) and/or any number of work shifts missed for the same reason within any five (5) day period when scheduled to work.

2.1.1.2 **Pattern**: Any period of time in the prior twelve (12) consecutive months that the associate has an unscheduled absence and/or tardy including but not limited to the following:

2.1.1.2.1 Holidays when scheduled for work
2.1.1.2.2 Weekend shifts (Friday/Saturday; Saturday/Sunday)
2.1.1.2.3 Adjacent to a scheduled holiday and/or vacation
2.1.1.2.4 Scheduled Monday following the weekend, holiday and/or vacation
2.1.1.2.5 Scheduled Friday prior to the weekend, holiday and/or vacation
2.1.1.2.6 Scheduled on call
2.1.1.2.7 When the request for PTO is denied
2.1.1.2.8 Day after payday
2.1.1.2.9 Non-completion of or late start on full work-shift

2.1.1.3 **12 Consecutive Months**: A continuous period of twelve (12) months.

2.1.1.4 **Tardiness:** Anytime an associate arrives late at his/her workstation and is not ready to work at the beginning of the assigned shift.

2.1.1.5 **Exceptions:** The following unscheduled or scheduled absences are not subject to attendance standards:

2.1.1.5.1 Approved time off for vacation, holiday, bereavement leave, jury duty, leave of absence, family leave, or other statutory leave.
2.1.1.5.2 Reported industrial illness/injury or;
2.1.1.5.3 Hospital convenience.

2.2 Each Department Manager/Supervisor is responsible for keeping accurate and complete attendance records on all associates and being fair, timely and consistent in taking corrective or disciplinary action.

2.2.1 Management may require proof of need for absences not approved in advance.

2.3 The basic performance expectation guidelines for unscheduled absenteeism for twelve (12) consecutive months are as follows:

2.3.1 Exemplary.....Zero (0) occurrences

2.3.2 Exceeds Standards.....One to Two (1-2) occurrences

2.3.3 Meets Standards.....Three (3) occurrences (initial counseling should start)

2.3.4 Does not Meet Standards.....Four (4) or more occurrences (formal disciplinary process underway)

2.4 TARDINESS – Associates who have four (4) or more occurrences of tardiness in any consecutive twelve (12) calendar month period, or whose tardiness causes disruption to normal department operations, will be counseled on tardiness. Repeated tardiness may lead to disciplinary action up to and including termination.

2.5 NO CALL/NO SHOW – Failure to report to work as scheduled without appropriate and timely notification being provided to the immediate supervisor or designee. Absences of two (2) or more consecutive calendar workdays constitute job abandonment and voluntary resignation as of the first day of the unreported absence.

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ADMINISTRATIVE MANUAL

Functional Section: HUMAN RESOURCES – EMPLOYEE RELATIONS

SECTION 900
POLICY # 942

TITLE: **CONFIDENTIALITY OF PATIENT INFORMATION**		
Date Effective: 12/93	**Date Revised: October 1, 2012** **Date Reviewed: June 26, 2015**	**Revision # 7**
Originating Signature: VICKI DEL CASTILLO, EXECUTIVE DIRECTOR, HUMAN RESOURCE SERVICES	**Approving Signature:** GERALD T. KOZAI, PRESIDENT/CEO	
Reference/Key Words:		

SECTION 1. PURPOSE

1.1 To maintain confidentiality of patient information and records including, but not limited to, billings, County records, patient records, in accordance with all applicable Federal, State and local laws, ordinances, regulations and directives related to confidentiality.

SECTION 2. POLICY

2.1 It is the policy of St. Francis Medical Center to assure the confidentiality of patient information. It is the obligation and responsibility of all associates to limit their conversations and discussions of patient information.

2.2 Patient information may only be discussed in appropriate areas, such as in patient care areas, in closed committee meetings and in support of patient care.

2.3 Unauthorized release of confidential patient information, records or breach of the Medical Center's policy on confidentiality of patient information will result in disciplinary action up to and including termination.

SECTION 3. APPLICABILITY & SCOPE

3.1 Each Department Manager will review the need for confidentiality of patient information with each associate. The review will include the categories of patient information to which the associate may have access, and those people (such as physicians) who should have access to patient information. The review will also include a discussion of the areas where patient information can be discussed and procedures to be observed when providing or discussing patient information.

TITLE:
CONFIDENTIALITY OF PATIENT INFORMATION

3.2 It is the responsibility of all Medical Center associates to assure that patient information remains confidential. This applies to all associates who are employed in both direct and indirect patient care areas

Mgmt. Council	8/22/12
Board	9/11/12

ST. FRANCIS MEDICAL CENTER
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ADMINISTRATIVE MANUAL

Functional Section: HUMAN RESOURCES – EMPLOYEE RELATIONS

SECTION 900
POLICY # 947

TITLE: CONFLICT/COMPLAINT RESOLUTION		
Date Effective: 7/83	**Date Revised: October 1, 2012** **Date Reviewed: June 15, 2015**	**Revision # 7**
Originating Signature: VICKI DEL CASTILLO, EXECUTIVE DIRECTOR, HUMAN RESOURCE SERVICES	Approving Signature: GERALD T. KOZAI, PRESIDENT/CEO	
Reference/Key Words:		

SECTION 1. PURPOSE

1.1 The Conflict/Complaint Resolution procedure is a formal channel of communication to be utilized in resolving problems associated with wages, benefits, working conditions, or disciplinary action or any other matter affecting the associate.

SECTION 2. POLICY

2.1 The immediate supervisor shall be considered at all times the first step of resolving any dispute or conflict. Any associate complaint should first be discussed informally between the associate and the immediate supervisor. If the associate maintains a complaint after this informal meeting, a formal complaint utilizing the established Complaint Resolution form (CRF) may be initiated by the associate.

2.2 A complaint may be filed regarding wages, benefits, working conditions or any disciplinary action with the exception of involuntary terminations, which are final. All involuntary terminations must, however, be reviewed and authorized by the respective divisional Vice President and the Executive Director of Human Resources.

2.3 Associates shall submit their complaint using the established CRF.

2.4 There shall be no retaliation against any associate for using this procedure.

SECTION 3. RESPONSIBILITY

3.1 Management is responsible for advising associates that there is an open channel through which problems, suggestions, questions, or grievances can be presented.
It is further the responsibility of each supervisor to assure associates that they will not receive any means of retaliation for presenting ideas, problems, recommendations or grievances to management.

3.2 Associates are responsible for instituting the formal grievance procedure, when informal discussions fail to bring about a satisfactory resolution.

3.3 In some instances Human Resource Services may provide assistance to associates in completing the Conflict Resolution form.

SECTION 4. PROCEDURE

4.1 The associate must first discuss the problem with the immediate supervisor within seven (7) calendar days after it arises. The supervisor must respond in writing to the associate's grievance within seven (7) calendar days, and send copies of all documents to Human Resource Services.

4.2 If the associate is not satisfied with the supervisor's reply, he/she must deliver the grievance to the Department head within seven (7) days of receipt of the supervisor's reply. The Department Head must give the associate a written reply within seven days after the written complaint has been submitted at this level (or as soon thereafter as practicable if the Department Head is absent from the medical center).

4.3 If the associate is not satisfied with the Department Head's reply he/she must deliver the grievance to his/her Division Vice President within seven days after receipt of the Department Head's reply. The Division Vice President will conduct appropriate investigation, review and/or meetings, and will issue a decision in writing within fourteen (14) days of receipt of the grievance.

4.4 If the associate wishes further review, he/she may submit the grievance within seven days after receipt of the Division Vice President's decision, to the President/CEO or his designee. The President/CEO (or designated representative) shall review the matter and issue a final determination within twenty-one days of receipt of the grievance.

4.5 At any point in the grievance procedure, the associate may discuss the matter with a representative of Human Resource Services.

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St. Francis Medical Center
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ADMINISTRATIVE MANUAL

Functional Section: HUMAN RESOURCES – EMPLOYEE RELATIONS

SECTION 900
POLICY # 943

TITLE: DISCIPLINARY PROCEDURES		
Date Effective: 7/83	**Date Revised: October 1, 2012** **Date Reviewed: July 2, 2015**	**Revision # 16**
Originating Signature: VICKI DEL CASTILLO, EXECUTIVE DIRECTOR, HUMAN RESOURCE SERVICES	**Approving Signature:** GERALD T. KOZAI, PRESIDENT/CEO	
Reference/Key Words:		

SECTION 1. PURPOSE

1.1 To reinforce behavioral change required for satisfactory work performance and to insure associate knowledge of job related duties and expectations.

SECTION 2. POLICY

2.1 To provide guidelines for the handling of associate disciplinary problems. This policy serves as a management guideline and does not supercede SFMC at will status or create contractual rights.

SECTION 3. APPLICABILITY & SCOPE

3.1 Managers and supervisors are responsible for disciplinary functions. They must, therefore, take such action as deemed appropriate to correct work performance or behaviors that prove problematic or disruptive to the work environment.

3.2 These guidelines apply to all associates. Specific steps to be used for associates covered under a collective bargaining unit should be referenced in the current union contract.

SECTION 4. PROCEDURES

4.1 Disciplinary action should be uniformly administered in accord with the degree of seriousness of the problem and is within the sole discretion of SFMC. The following constitute examples of disciplinary measures, which may be taken in individual cases as circumstances so dictate.

4.1.1 Verbal warning.

4.1.2 Written warning.

4.1.3 Final written warning.

4.1.4 Suspension.

4.1.5 Disciplinary probation period.

4.1.6 Discharge.

4.2 All warnings should be specific; the nature of the infraction and events must be related to the associate. Names of witnesses, patients or associates, should be retained in anecdotal notes, not on the warning form. Movements through these levels of discipline may or may not be related to the same type of offense. Management reserves the right to implement various levels of discipline in conjunction with one another. Multiple infractions of differing medical center/department policies may also constitute grounds for discharge. The immediate supervisor must maintain written records on verbal warnings and counseling. Copies of warnings (see Exhibit 1) shall be given to the associate and Human Resource Services.

4.3 The discipline will be implemented at appropriate level given the severity of the infraction. There are certain violations of Policy or Practices that are so detrimental to the welfare of patients, other associates, or the Medical Center that immediate discharge without notice may be appropriate. In such instances, the associate may be discharged immediately or will be advised of his/her immediate suspension pending investigation. Immediate action will be taken to process the discharge when concurrence is obtained from the Department Manager, Executive Director, Human Resources and the President/CEO. In the event that they are not available they shall be immediately notified by telephone and the associate may be advised to leave the grounds to initiate the investigation and will be placed on investigatory suspension. The associate will then be contacted as soon as practical.

4.4 It is impossible to identify every type of possible misconduct, infraction or performance deficiency.

4.5 The following are some examples of actions which may constitute cause for immediate discharge:

4.5.1 Conduct endangering life, safety or the health of others.

4.5.2 Deliberate damage to patient, associate, visitor, contractor or Medical Center materials and property.

TITLE:
DISCIPLINARY PROCEDURES

4.5.3 Conduct unbecoming an associate of the Medical Center contrary to Standards of Behavior, i.e., discourteous treatment of a patient, sexual harassment, usage of profanity, etc.

4.5.4 Falsifying, altering, removing, destroying or the unauthorized disclosure of confidential records or information pertaining to a patient, associate, vendor, contractor or the Medical Center.

4.5.5 Falsifying personal or Medical Center records, including but not limited to employment application, physical examination questionnaire and time records.

4.5.6 Unauthorized possession or removal of Medical Center, associate, or patient property.

4.5.7 Violation of substance abuse policy.

4.5.8 Possession of any firearms or weapons including but not limited to (pistol, revolver, rifle, shotgun, ammunition, explosive, incendiary, knife, etc.) on Medical Center property, including all SFMC parking areas.

4.5.9 Conviction of a criminal offense performed on Medical Center property or otherwise related to employment at St. Francis Medical Center.

4.5.10 Willful negligence or repeated violation of Medical Center policies and procedures.

4.5.11 Willful disregard of the Medical Center's welfare; interference with operations or relationships with patients or associates.

4.5.12 Unauthorized disposition of Medical Center assets, equipment and/or monies in violation of Corporate or Medical Center policies and procedures.

4.5.13 Insubordinate, uncooperative, dishonest or otherwise disrespectful behavior.

4.5.14 Validated sleeping at work which could potentially jeopardize patient care or translate to a dereliction of duties.

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ADMINISTRATIVE MANUAL

Functional Section: HUMAN RESOURCES – EMPLOYEE RELATIONS

SECTION 900
POLICY # 944

TITLE: DRESS CODE		
Date Effective: 5/88	**Date Revised: October 1, 2012** **Date Reviewed: July 2, 2015**	**Revision #7**
Originating Signature: VICKI DEL CASTILLO, EXECUTIVE DIRECTOR, HUMAN RESOURCE SERVICES	**Approving Signature:** GERALD T. KOZAI, PRESIDENT/CEO	
Reference/Key Words:		

SECTION 1. PURPOSE

1.1 In the interest of presenting a professional image to patients, clients, and visitors, it is the policy of St. Francis Medical Center that all individuals observe good habits of dress, grooming and personal hygiene in an appropriate manner according to the nature of the duties performed and the specific requirements of the assigned department.

SECTION 2. POLICY

2.1 This policy applies to all associates, students, interns, residents and volunteers affiliated with SFMC. Every individual is responsible for his/her own dress and grooming in accordance with this policy. It is the responsibility of managers/supervisors to determine the appropriateness of dress and grooming of individuals within their areas of authority, to communicate with and counsel them regarding acceptable dress and grooming, and to initiate corrective action as required.

2.2 SFMC issued identification badges must be appropriately worn above the waist with picture facing forward at all times while on duty. Badges must not be altered.

2.3 Dress code standards shall be explained to associates as part of the department specific orientation process and shall be uniformly applied.

2.4 Associates must utilize reasonable judgment in determining their dress and appearance, within the defined guidelines, and consult the department manager/supervisor if unsure of what constitutes proper attire.

2.5 All associates must dress for work and groom themselves in a manner that is appropriate and safe for the work they are to perform. In all cases, clothing must be clean, neatly maintained and in good repair. Personal grooming must be neat, of moderate style and within the standards generally observed in the business and

healthcare community. Extremes in grooming, dress, hairstyles, hair color and fashion are to be avoided.

2.6 Associates must dress and groom in a professional and conservative manner that is consistent with current business styles. For associates, clothes that are tailored for modesty and proper fit are worn at all times and must include appropriate hosiery, modest undergarments, and well maintained shoes and accessories. Hair styles, cosmetics and jewelry must be conservative and neat in appearance. Generally, male associates wear ties and female associates wear non-revealing necklines. Outerwear that is tight and extremely form fitting or very loose and flowing are not worn. Sandals, thongs, sport shoes and similar casual footwear as well as casual or very formal outerwear are not worn by office associates during normal business hours. No denim wear or spandex will be considered acceptable. Excessively long facial hair on males (not to exceed 2 inches) is prohibited unless religiously or culturally necessary.

2.7 Accessories, scents and jewelry are to be appropriate for the work assignment and should pose no potential safety issues. Jewelry associated with body piercing of the eyebrows, lips, tongue, cheeks or nose, or any jewelry which also may pose a potential safety issue, are not acceptable. From time to time, St. Francis Medical Center may issue buttons or pins that support medical center programs, denote education certification or other accomplishments, which also may be worn. Visible body tattoos must be conservative and pose no potential customer relations issues.

2.8 All associates must clean, maintain and repair their personal clothing which they wear to work, such that their dress and grooming is in accordance with this policy. SFMC is not responsible for the cleaning, repair or replacement of personal clothing that is soiled or damaged during the performance of an associate/employee's normal duties. Clothing styles and tailoring standards must give consideration to the nature of the job safety requirements and avoidance of undue exposure. All associates in the healthcare setting are required to enforce personal hygiene. Nails must be clean and trimmed, and not excessively long. Excessively long nails are considered to be in excess of ½" from the tip of the finger. Fingernails are not to exceed ¼" for use in patient care areas to be in compliance with Infection Control standards.

2.9 Safety equipment such as goggles, gloves, back belts, hard toe shoes, hard hats, or hearing protection must be worn at appropriate times as directed by SFMC associate's manager/supervisor and applicable laws.

2.10 Each department manager sets standards for uniforms, if applicable, subject to Management approval and consistent with the type of work performed. Associates of such departments must wear the prescribed uniform. Patient Care Staff should refer to Policy #202 of the patient care policies and procedures.

2.11 Clinical, dietary and other specialized departments must conform to additional Government/Health Department regulations as applicable.

TITLE:
DRESS CODE

2.12 No artificial nails are allowed for direct patient care providers.

2.13 Associates will be asked to sign for any SFMC owned and issued uniforms and will be responsible for returning those uniforms to SFMC upon separation, prior to receipt of their final paycheck.

2.14 Associates who fail to return SFMC issued uniforms may have the value of the uniforms deducted from their final paycheck.

2.15 Associates who are inappropriately dressed will be sent home and directed to return to work in proper attire, and are not compensated for the time away from work.

2.16 SFMC is committed to compliance with all regulatory agencies.

Mgmt. Council	8/22/12
Board	9/11/12

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ADMINISTRATIVE MANUAL

Functional Section: HUMAN RESOURCES – EMPLOYEE RELATIONS

SECTION 900
POLICY # 945

TITLE: **EXAMINATION OF PERSONNEL FILE**		
Date Effective: 2/78	**Date Revised: October 1, 2012** **Date Reviewed:June 26, 2015**	**Revision # 10**
Originating Signature: VICKI DEL CASTILLO, EXECUTIVE DIRECTOR, HUMAN RESOURCE SERVICES	**Approving Signature:** GERALD T. KOZAI, PRESIDENT/CEO	
Reference/Key Words:		

SECTION 1. PURPOSE

1.1 To ensure confidence in the employment relationship and protect individual rights, St. Francis Medical Center provides associates and supervisors the opportunity to review personnel files.

SECTION 2. POLICY

2.1 Associate records are maintained in locked files in the Human Resource Services Department. Copies of associate records kept by managers should also be kept in locked files.

2.2 Associates may review their personnel file during regular Human Resource Service hours. The associate must request to review the file in advance.

2.2.1 Associates must remain within Human Resource Service's Office at all times and in the presence of a representative of the department while reviewing their files.

2.2.2 An associate may not remove any material from the personnel file. Should the associate disagree with any information he/she has the right to include a written statement to that effect.

2.3 Supervisors may review only those personnel files of associates under their direction or associates that have applied for transfer into their departments.

TITLE:
EXAMINATION OF PERSONNEL FILE

SECTION 3. APPLICABILITY & SCOPE

3.1 Associates should submit data pertinent to their employment, education, acquired skills and talents.

3.2 Human Resource Services is responsible for maintaining personnel files consistent with state legislation.

3.3 A supervisor may review the associate's personnel file within the Human Resource Service's office. Authorization to remove the file from the Human Resource Service's office must be obtained, in writing, from the Vice President, Human Resources.

SECTION 4. PROCEDURE

4.1 The associate must request to review the file in advance. The associate request will usually be accommodated within one week of the request. Associate can request file review by completing Associate Request for Review of Personnel File form.

4.2 Copies of information contained in the personnel file bearing the associate's signature will be provided upon completion of a request form.

Mgmt. Council	8/22/12
Board	9/11/12

St. Francis Medical Center
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ADMINISTRATIVE MANUAL

Functional Section: HUMAN RESOURCES – EMPLOYEE RELATIONS

TITLE: **GIFTS AND GRATUITIES**		
Date Effective: September, 1983	**Date Revised: October 1, 2012** **Date Reviewed: July 2, 2015**	**Revision # 8**
Originating Signature: VICKI DEL CASTILLO, EXECUTIVE DIRECTOR, HUMAN RESOURCE SERVICES	**Approving Signature:** GERALD T. KOZAI, PRESIDENT/CEO	
Reference/Key Words:		

SECTION 1. PURPOSE

1.1 St. Francis Medical Center's compensation package is considered payment in full for services rendered and no additional cost or commitment should be incurred by patients. The Medical Center's wish to protect both the associates and the patient from potential charges of conflict of interest.

SECTION 2. POLICY

2.1 It is the policy of St. Francis Medical Center that associates not accept gifts or gratuities from patients or their families, physicians or vendors. This does not include the acceptance of items of nominal value (typically not to exceed $25.00) that are clearly tokens of thanks and are not related to any particular transaction or activity of the Medical Center.

With certain exceptions any cash, check, gift certificate or tangible personal property awarded to an associate for meritorious performance, productivity, or other reasons connected with their employment are considered taxable compensation. This would include an award to "Associate of the Month" and awards to boost associate morale. Below are guidelines regarding exceptions to this rule.

2.2.1 Length of Service and Retirement Awards
The following length of service and retirement award guidelines have been developed according to the Internal Revenue Services (IRS) regulations. Awards which adhere to the following parameters and are given to eligible associates are not subject to taxes:

2.2.1.1. Timing - the length of service or retirement award may not be made within the employee's first five years of service or more frequently than every five years.

2.2.1.2. Dollar Limit – the value or cost of the award should not exceed $400.00. Also, it is recommended that the value or cost of the award be commensurate with the number of years of service being recognized (e.g., the 15-year service award is greater than the 10-year service award). Length of service or retirement awards with a value or cost over $400.00 will be taxable to the extent the value or cost exceeds the dollar limit. If the associate chooses to retire the same year he or she becomes eligible for a length of service award, then the maximum value of cost of the award(s) should not exceed $400.00 for the award(s) to be nontaxable.

2.2.1.3. Form of the Award – Awards in the form of tangible personal property (such as briefcase, watch, pen) are not subject to tax reporting as income. According to IRS guidelines, awards in the form of gift certificates or cash are not tangible personal property and are therefore treated as additional wages and subject to taxation.

2.2.1.4. Meaningful Presentation – the award must be presented as part of a special event or celebration that marks the occasion, such as a department or LHM wide meeting, party of luncheon. To avoid tax liabilities to attendees, LHM's should ensure that special presentation events occur only on an occasional basis (such as annually) and that the costs of the events are reasonable.

2.2.1.5. Taxable Income – any award presented before five years of service or with a value over $400.00 should be reported to the LHM Controller and be subject to tax reporting as income.

2.2 Other Work-Related Achievement Gifts or Awards

2.21 Recognition may take the form of celebratory events such as a department-wide luncheon, dinner or party. Appropriate circumstances for such recognition include:

- To mark achievement of a major departmental goal
- To honor an associate in connection with a work-related associate recognition program
- To honor a retiree
- Costs for such events should be reasonable and treated consistent with St. Francis Medical Center's business expense reimbursement.

2.3.2 Recognition may be in the form of a gift, which may take the form of tickets to the theatre or a sporting event, or tangible personal property such as a watch, pen or briefcase. Appropriate circumstances for recognition by gifts include:

- To honor a long-service associate outside the LHM-wide recognition program
- To honor an employee departing the LHM or department
- To honor a retiree (other than the LHM-wide recognition program)

2.3.3 Gifts or awards received by associates that are not related to length of service are taxable and must be reported as additional earnings if their value exceeds the following thresholds:

- Gift certificates of any amount
- Gifts or awards of tangible personal property with a value greater than $100
- Gifts should be given on only an occasional basis (no more than once a year). Gifts given to associates on a regular basis do not qualify for nontaxable treatment and must be reported as taxable income.

2.3.4 *De minimis* fringe benefits gifts or awards to associates of a value so small that accounting for the gift or award (of either property or services) would be unreasonable. *De minimis* fringe benefits are not considered taxable and not included in associates' gross income. Examples include but are not limited to:

- Traditional holiday gifts with a small fair market value
- Coffee and snacks furnished to associates

2.4 Unallowable Gifts and Awards

- Gifts or awards of cash
- Holiday, birthday, shower, housewarming or other gift to honor an individual for personal reasons
- Lavish or extravagate expenses
- Expenses not substantiated with appropriate documentation

2.5 Tax considerations

Under IRS regulations, an award or gift will be considered taxable income to an associate if:

- The award/gift is presented to the same employee on a regular or routine basis
- The award/gift is cash
- The award/gift is a gift certificate
- The award/gift is not provided within an established recognition program

SECTION 3. APPLICABILITY & SCOPE

3.1 Department leaders are responsible for informing all associates in their department of this policy and informing the area Vice President of any potential conflict of interest situations. Department leaders shall also inform associates of appropriate donation methods through the Foundation office.

3.2 Associates are responsible for reporting to their immediate supervisors any offer made to them of gifts or gratuities that they believe are intended to influence decision making related to business transactions.

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ADMINISTRATIVE MANUAL

Functional Section: HUMAN RESOURCES – GENERAL EMPLOYMENT

SECTION 900
POLICY # 917

TITLE: LICENSE VERIFICATION		
Date Effective: December,1986	**Date Revised October 1, 2012** **Date Reviewed: July 15, 2015**	**Revision # 9**
Originating Signature: VICKI DEL CASTILLO, EXECUTIVE DIRECTOR, HUMAN RESOURCE SERVICES	**Approving Signature:** GERALD T. KOZAI, PRESIDENT/CEO	
Reference/Key Words:		

SECTION 1. PURPOSE

1.1 To ensure all associates working in a position that requires a license or professional certification are subject to appropriate verification processes ensuring valid licensure or credentialing.

SECTION 2. POLICY

2.1 When current licensure, certification or registration are required to practice in the role you are classified in, associates are required to maintain current status of these credentials at all times. Failure to do so will result in the associate being subject to disciplinary action up to and including termination.

2.2 Evidence of licensure of Medical Staff will be the responsibility of the Medical Staff Department.

SECTION 3. APPLICABILITY & SCOPE

3.1 Initiation of Employment: Candidates who have been offered employment at SFMC requiring licensure or certification, as mandated by law or by job description, will be required to produce evidence of appropriate licensure. A photocopy of the license/certification will be placed in the associate's Human Resource Services file. Additionally, all photocopies should be signed by the new hire to provide an original signature.

3.2 Recruitment Services will be required to conduct a primary source verification for confirming that licensure is valid and without restrictions. This verification must be done and documentation retrieved for inclusion in the Human Resources file.

TITLE:
LICENSE VERIFICATION

3.3 Human Resource Services will generate a list on the first business day of each month indicating licenses that will be due to expire by the end of the month. This report will be sent to Department Managers and Directors.

Additionally, a list will also be generated on the last week of the month indicating which licenses will lapse by the last day of the month and notification will be sent to the Department Director and area Vice President.

3.4 Human Resources will conduct a primary source verification for all licenses 30 days prior to expiration. Renewed licenses will have the primary source verification placed in their Human Resources file. Those licenses still reflecting a need for renewal will be forward to Department Managers and Directors.

3.5 The Human Resource Services Department will review upon receipt the Board of Registered Nurses quarterly report of license restrictions/suspensions to determine whether any of our associates may be affected. Appropriate review and action shall be taken if necessary.

3.6 A cancelled check or internet receipt from the licensing board and a phone call made by the supervisor confirming receipt of the fee will be accepted as proof of licensure for an extension of 15 days at which time a primary source verification must be conducted by Human Resource Services.

3.7 Failure of the associate to renew or present evidence of renewed license or credentialing will result in immediate suspension from licensed duties as administered through a disciplinary action. Failure to provide evidence of renewed licensure or credentialing by thirty days expiration will result in immediate termination.

Mgmt. Council	8/22/12
Board	9/11/12

ADMINISTRATIVE MANUAL

Functional Section: HUMAN RESOURCES – EMPLOYEE RELATIONS

TITLE: MEAL AND REST PERIODS		
Date Effective: 7/83	Date Revised: November 1, 2009 Date Reviewed: June 26, 2015	Revision # 11
Originating Signature: VICKI DEL CASTILLO, EXECUTIVE DIRECTOR, HUMAN RESOURCE SERVICES	Originating Signature: GERALD T. KOZAI, PRESIDENT/CEO	
Reference/Key Words:		

SECTION 1. PURPOSE

1.1 Meal and rest periods are essential to maintaining a comfortably alert and productive staff. These periods are provided so associates may meet biological and psychological needs away from the work environment. The purpose of this policy is to provide the parameters of the rest period and meal break benefits for Associates. As used in the Policy, the term "Associate" refers to a non-exempt Associate, all of whom are paid on an hourly basis.

DEFINITIONS:

Rest Period: A 15 minute period during which the Associate is relieved of all duties. Rest periods are counted as hours worked and are paid for.

Meal Period: A period of not less than 30 minutes during which the Associate is relieved of all duties, and during which the Associate normally eats a meal. Meal periods are not counted as hours worked and, accordingly, are not paid for.

On-Duty Meal Period: A meal period that takes place during working time when the nature of the Associate's work prevents the Associate from being relieved of all duty. On-duty meal periods are counted as hours worked and are paid for. As described below, on-duty meal periods can be used only in very limited circumstances.

AFFECTED DEPARTMENT/SERVICES:

All Non-exempt Associates in all Departments.

TITLE:
MEAL AND REST PERIODS

SECTION 2. POLICY

2.1 Rest Periods

2.1.1 For the convenience and well being of Associates, one 15 minute rest period (break) is authorized and permitted per each four hours worked, or major fraction thereof. A rest period need not be authorized for Associates whose total daily work time is less than 3½ hours.

2.1.2 For associates working 12-hour shifts, three rest periods will be authorized and permitted.

2.1.3 Rest periods must be counted as hours worked and, insofar as practicable, be in the middle of each four hour work period and taken on Medical Center grounds.

2.1.4 Rest periods are not to be accumulated, used to leave work early, or to extend the meal period unless permitted by an applicable collective bargaining agreement.

2.2 Meal Periods

2.2.1 An associate may not work a work period of more than five hours without a meal period of not less than 30 minutes, with the following three exceptions:

2.2.2 An associate may voluntarily agree in writing to waive the associate's right to a meal period when a work period of not more than six hours will complete the day's work. The associate will be required to complete the Six Hour Meal Period Waiver, which will be kept in the Associate's personnel file. The associate will be compensated for all working time.

2.2.3 An associate who works shifts in excess of eight total hours in a workday and is entitled to a second meal period may voluntarily waive their right to the second meal period.[1] The associate will be required to complete Second Meal Period Waiver Form, which will be kept in the associates personnel file. The associate shall be fully compensated for all working time.

2.2.4 If scheduled to work more than six hours, an associate may voluntarily agree to an on-duty meal period. The associate will be required to complete On-Duty Meal Period Agreement Form, which will be kept in the Associate's personnel file. An on-duty meal period (i.e., one in which the associate is not relieved of all duty) is permissible only when the nature of the work prevents the associate from being relieved of all duty.

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[11] These meal period waivers may only be obtained from Associates who provide direct patient care, work in a clinical or medical department, including pharmacists dispensing prescriptions in any practice setting, or associates working primarily or regularly as a member of a patient care delivery team. These waivers cannot be obtained from associates primarily engaged in providing meals, performing maintenance or cleaning services, doing business office or other clerical work, or performing a combination of these duties.

2.3 Time Keeping System

2.3.1 The medical center's timekeeping system requires associates to record their time at the beginning of the workday, the end of the workday, and at the beginning and end of each meal period. Associates will be provided an opportunity to choose between two options regarding meal period clocking. The associate will be given the opportunity each shift to select which option they want to use for that shift at the time the associate clocks out for their first meal. The choice of which option to use should be made voluntarily, and no action will be taken against an associate for selecting one option over the other.

2.3.2 Under the first option, associates need only record the beginning of their meal period and the time keeping system will automatically record a 30-minute meal period. This first option is based on the assumption that most meal periods are 30 to 35 minutes long. It also takes into account that an associate may forget to record the end of the meal period or does not want to take the time to record it. If an associate chooses the automatic clocking option, and the associate's actual meal period was less than 30 minutes or longer than 35 minutes, the associate should complete an associate Timekeeping Exemption Form at the end of the meal period, but this should be done by the of the pay period. Associates who discover inaccurate recordings after the end of the pay period can correct these recordings by contacting their supervisor. Supervisors will receive instruction on how to assist associates who need to change their time records.

2.3.3 Under the second option, the associate must record both the beginning and the end of their meal period.

SECTION 3. RESPONSIBILITY

3.1 Associate Responsibility

3.1.1 Read, execute and return for filing the Meal and Rest Period Policy Acknowledgement Form.

3.1.2 Associates are responsible for taking their rest/meal periods as outlined in this policy.

3.1.3 If an associate believes they will not be able to take a required rest or meal period, it is the associate's responsibility to inform their supervisor in time for the supervisor to attempt to arrange for the rest/meal period. This notification should be given as far in advance of the rest/meal period as practicable.

3.1.4 If a meal period to which an associate is entitled was not timely provided/made available, the associate must promptly inform his or her supervisor and complete and

submit a Timekeeping Exception Form before the end of the pay period. Associates should also report if they were discouraged, dissuaded or prevented from taking a full, timely meal period. However, associates should not report instances in which a 30-minute meal was timely provided but the associate voluntarily decided to take a short meal, take it later, or not take a meal period at all.

3.1.5 Accurately record all work and meal periods. If the automatic clocking is not correct because the associate took a meal period of less than 30 minutes or more than 35 minutes, the associate should complete an associate timekeeping exception form at the end of the meal period, but this should be done by the end of the pay period. Associates who discover inaccurate recordings after the end of the pay period can correct these recordings by contacting their supervisor.

3.1.6 If a rest period to which an employee is entitled was not authorized or permitted, the associate must promptly inform his or her supervisor and complete and submit a timekeeping exception form before the end of the pay period.

3.2 Supervisor Responsibility

3.2.1 Supervisors have overall responsibility for compliance with this policy, including taking steps to make sure that meal periods are provided/made available, and rest periods authorized and permitted in accordance with this Policy. This will require that appropriate training be provided to non-exempt associates.

3.2.2 When notified that any associate may not be able to take their meal or rest period, the supervisor should attempt to take steps to allow the associate to take the meal/rest periods.

3.2.3 Where necessary, the supervisor may authorize associates to continue working through their meal or rest periods.

3.2.4 Make sure that all applicable forms have been executed and sent to Human Resources, and that all associate time records are accurate.

3.2.5 Monitor reports to make sure that the extra compensation provided for by this policy is justified by staffing, workload, and patient care considerations.

3.3 Medical Center Responsibility

3.3.1 Provide training for managers and supervisors regarding the appropriate implementation of this policy.

3.3.2 Ensure that the timekeeping system functions in a manner that allows for implementation of this policy, including the payment of the extra compensation payable in the event that full meal periods are not provided/made available, or rest periods are not authorized and permitted, in accordance with the applicable provisions of the Labor Code and the Wage Order.

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ADMINISTRATIVE MANUAL

Functional Section: HUMAN RESOURCES – EMPLOYEE RELATIONS

SECTION 900
POLICY # 949

TITLE: OFF-DUTY CONDUCT AND CONFLICTS OF INTEREST		
Date Effective: 5/88	**Date Revised: October 1, 2012** **Date Reviewed: July 2, 2015**	**Revision # 4**
Originating Signature: VICKI DEL CASTILLO, EXECUTIVE DIRECTOR, HUMAN RESOURCE SERVICES	**Approving Signature:** GERALD T. KOZAI PRESIDENT/CEO	
Reference/Key Words:		

SECTION 1. PURPOSE

1.1 While St. Francis Medical Center does not seek to interfere with the off-duty and personal conduct of its associates, certain types of off-duty conduct may interfere with St. Francis Medical Center's legitimate business interests or good image in the community. Therefore, associates are expected to conduct their personal affairs in a manner which does not adversely affect St. Francis Medical Center's integrity, reputation or credibility. Illegal off-duty conduct on the part of an associate which adversely affects St. Francis Medical Center's legitimate business interests or the associate's ability to perform his or her job will not be tolerated.

SECTION 2. POLICY

2.1 While employed by St. Francis Medical Center associates are expected to devote their energies to their jobs with St. Francis Medical Center. Certain types of outside employment are strictly prohibited:

2.1.1 Employment which conflicts with an associate's work schedule, duties and responsibilities.

2.1.2 Employment which creates a conflict of interest or directly or indirectly competes with the business or the interests of St. Francis Medical Center, or is incompatible with an associate's employment with St. Francis Medical Center.

2.1.3 Employment which impairs or has a detrimental effect on an associate's work performance with St. Francis Medical Center.

2.1.4 Employment which requires an employee to conduct work or related activities on Company property, during Company working hours or using Company facilities and/or equipment.

2.1.5 Ownership Interest, Investment Interest or Compensation arrangement by the associate or member of his/her immediate family, whether as a major stockholder (or other owner) or creditor, in any enterprise of which a substantial part of the business involves acting as a supplier to St. Francis Medical Center or in any such organization that is a competitor of St. Francis Medical Center.

2.1.6 For the purposes of this policy, self-employment is considered outside employment.

SECTION 3. APPLICABILITY & SCOPE

3.1 Associates wishing to engage in outside employment which may conflict with this policy must submit a written request to the Executive Director, Human Resources, explaining the details of the outside employment. If the Chief Corporate Responsibility Officer authorizes such outside employment, St. Francis Medical Center shall in no way assume any responsibility for such outside employment. Specifically, St. Francis Medical Center shall not provide workers compensation coverage or any other benefit for injuries occurring from or arising out of such outside employment. Authorization to engage in outside employment can be revoked at any time.

3.2 Management is responsible for ensuring that the intent of this policy is adhered to. This includes reporting to Senior Leadership, any knowledge management may have regarding the activities of associates that may require further inquiry.

3.3 Associates holding the position of Director level and/or above will be required to complete and sign a Conflicts of Interest Disclosure Statement and Confidentiality Agreement at time of hire and then on an annual basis.

Mgmt. Council	8/22/12
Board	9/11/12

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ADMINISTRATIVE MANUAL

Functional Section: HUMAN RESOURCES – EMPLOYEE RELATIONS

SECTION 900
POLICY # 951

TITLE: PERFORMANCE EVALUATIONS/JOB DESCRIPTIONS		
Date Effective: November, 1977	**Date Revised: February 1, 2015**	**Revision # 13**
Originating Signature: VICKI DEL CASTILLO, EXECUTIVE DIRECTOR, HUMAN RESOURCE SERVICES	**Originating Signature:** GERALD T. KOZAI, PRESIDENT/CEO	
Reference/Key Words:		

SECTION 1. PURPOSE

1.1 St. Francis Medical Center recognizes the importance of evaluating the performance of all associates on a regular basis. This process ensures that work performance as it relates to fulfilling expectations and carrying out the mission is achieved. This tool will also be used to define salary, promotion, and employment decisions and will also provide for dialogue regarding mutual goals.

SECTION 2. POLICY

2.1 Upon hire, all associates will receive a copy of his/her Performance Evaluation/Job Description which clearly defines job competencies and standards of performance.

2.2 Quarterly, Human Resource Services generates a report and distributes to Department leaders a listing of those performance evaluations that will come due within the next period. Additionally, each month Human Resource Services generates a report and distributes to Department leaders a listing of those performance evaluations that are considered past due. This list is sent both to Department leaders and Vice Presidents.

2.3 Performance Evaluations are conducted no less than annually.

2.4 Associates who are, transferred/promoted are subject to new 90 day performance evaluations in their new role. Thereafter, they are subject to annual performance evaluation one year from the date of transfer/promotion. Where associates transfer laterally, there will be no change in performance appraisal date.

2.5 Interim evaluations, for the purpose of assessing associates' performance may be given at any time deemed appropriate by the supervisor.

2.6 All associates will be provided a copy of their completed, signed performance evaluation from the evaluator as part of the evaluation process.

TITLE:
PERFORMANCE EVALUATIONS/JOB DESCRIPTIONS

SECTION 3. APPLICABILITY & SCOPE

3.1 Leadership Preparation:

3.1.1 The Director/Manager will rate the associate's performance over the past year utilizing substantiated, documented data concerning performance and the associate's adherence to SFMC Standards of Behavior.

3.1.2 Authorizations for advanced performance review ratings and associated increases in pay should be obtained prior to administering the performance review to the associate.

3.1.3 Directors/Managers should review prior year goals/objectives to determine associate's accomplishments. This is of particular importance where there has been a change in direct supervisors from the prior year.

3.1.4 All disciplinary actions (except verbal/counselings) issued within the twelve (12) month review period should be referenced and the status of those disciplinary issues should be addressed within the performance review.

3.2 Conducting the Performance Review Session:

3.2.1 The performance review session should be conducted as a constructive and developmental dialogue, in which both parties have an opportunity to discuss performance over the past year. The use of substantiated, documented data is to be used for the performance review rating and discussion.

3.2.2 The associate should always have the opportunity to disagree, agree, comment, ask questions or refute any data and/or information. It is the responsibility of the Department manager to ensure that this occurs.

3.2.3 Where areas of opportunity for improvement have been identified, action plans should be developed and agreed upon by both parties.

3.2.4 Performance goals for the upcoming year should be identified and documented.

3.2.5 There should be a discussion of the associate's growth and professional development, in which the supervisor counsels the associate and plans support for the upcoming year.

3.2.6 The associate is to be provided an opportunity to review and respond to the performance review in writing. Should the associate refuse to sign the performance evaluation, it should be documented by the evaluator in the section where the associate would normally sign.

TITLE:
PERFORMANCE EVALUATIONS/JOB DESCRIPTIONS

SECTION 4. PROCEDURE

4.1 Human Resource Services is responsible for the timely distribution of the performance evaluation notices to Department Leaders.

4.2 Directors/Managers/Evaluators:

4.2.1 Must conduct Performance Evaluations on their associates in a timely manner. Associates hired January through June will have an annual evaluation due date of July 1st. Associates hired July through December will have an annual evaluation due date of January 1st. Performance reviews will be considered late if they are not conducted by the last day of the month following the month the Performance Evaluation is due.

4.2.2 Must obtain appropriate signatures and submit the complete performance evaluation forms to Human Resource Services for processing.

4.2.3 Are responsible for discussing the evaluation with the associate and provide them a copy of the written evaluation.

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ADMINISTRATIVE MANUAL

Functional Section: HUMAN RESOURCES – GENERAL EMPLOYMENT

SECTION 900
POLICY # 924

TITLE: SOLICITATION POLICY		
Date Effective: 2/1978	**Date: Revised: May 2, 2011** **Date Reviewed: July 2, 2015**	**Revision # 10**
Originating Signature: VICKI DEL CASTILLO, EXECUTIVE DIRECTOR, HUMAN RESOURCE SERVICES	**Approving Signature:** GERALD T. KOZAI, PRESIDENT/CEO	
Reference/Key Words:		

SECTION 1. PURPOSE

1.1 To regulate the solicitation of services or merchandise and distribution of literature, on Medical Center premises and its related properties, and to prevent disruption of Medical Center activities as they relate to patient care and inconvenience to patients and visitors.

SECTION 2. POLICY

2.1 Staff members shall not solicit for any purpose in any patient care area. Patient care areas include patient rooms, diagnostic and therapeutic areas, nursing stations, the corridors of patient treatment areas or patient rooms, and sitting rooms for patients and visitors.

2.2 Staff members shall not solicit for any purpose or distribute literature during their work time. For purposes of this policy, "work time" includes the working time of both the staff member doing the soliciting and the staff member being solicited. "Work time" does not include break or meal periods.

2.3 Persons not employed by the Medical Center may not solicit offer services or merchandise or distribute literature, on Medical Center property for any purpose at any time.

2.4 Staff members are permitted inside Medical Center buildings only during their assigned work hours unless they have authorization to be present at other times.

2.5 Distribution of literature on non-work time in non-work areas must not occur in such a manner as to litter the medical center grounds.

2.6 Posting of literature, on Medical Center property is permitted only with prior permission and only on approved bulletin boards.

TITLE:
SOLICITATION POLICY

SECTION 3. APPLICABILITY & SCOPE

3.1 Department Managers are responsible for granting permission to post literature on approved department bulletin boards located within their respective department. All approved postings must contain the Department Manager's signature and final approved posting date on the reverse side of the posted materials.

3.2 Human Resource Services is responsible for granting of permission to post literature on approved bulletin boards which are not under the control or jurisdiction of a specific department. All approved materials must contain the "Approval for Posting" stamp of Human Resource Services along with the final approved posting date on the reverse side of the posted materials.

SECTION 4. PROCEDURE

4.1 All staff members are to read and become familiar with the Medical Center's "Solicitation Policy" and provisions.

4.2 Management should be knowledgeable of the Medical Center's "Solicitation Policy" and enforce the policy when necessary.

4.3 Human Resource Services is responsible for interpreting the "Solicitation Policy" to staff members and members of management.

Finance	11/4/11
Board	11/8/11

TITLE: SUBSTANCE ABUSE POLICY		
Date Effective: SFMC 12/93	**Date Revised: October 1, 2012** **Date Reviewed: July 2, 2015**	**Revision # 6**
Originating Signature: VICKI DEL CASTILLO, EXECUTIVE DIRECTOR, HUMAN RESOURCE SERVICES	**Approving Signature:** GERALD T. KOZAI, PRESIDENT/CEO	
Reference/Key Words:		

SECTION 1. PURPOSE

1.1 St. Francis Medical Center is committed to maintaining a work environment that promotes the interests of associate safety, efficiency, health, and productivity. It also recognizes that associate involvement with drugs and alcohol can be extremely disruptive and harmful to associates, patients, and the public. It can adversely affect the quality of work and the performance of associates, pose serious safety and health risks to the user and others, and have a negative impact on work efficiency and productivity.

In keeping with the long-standing commitment to provide an environment that is free of drug and alcohol abuse, SFMC has formulated the following policy regarding substance abuse.

SECTION 2. POLICY

2.1 This policy applies to all associates and contract service providers. All job applicants receiving offers of employment shall be required to submit to a post-offer drug-screening test as a condition of employment.

SECTION 3. APPLICABILITY & SCOPE

3.1 "Alcohol" means any alcoholic beverage, including wine, beer, and all forms of distilled liquor.

3.2 "Drug" means any substance that has known mind or function-altering effects on a human, specifically including psychoactive substances and including, but not limited to, substances controlled, regulated or prohibited by state and federal law.

3.3 "Under the influence" means that the associate is affected by a drug or alcohol or the combination of a drug or drugs and alcohol in any detectable manner. The symptoms of

influence are not confined to those consistent with misbehavior, nor to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance. A determination of influence can be established by a professional opinion, a scientifically valid test and, by a lay person's reasonable opinion based on reasonable suspicion of a violation of this policy. AN ASSOCIATE WILL BE PRESUMED TO BE UNDER THE INFLUENCE WHENEVER THE PRESENCE OF DRUGS OR ALCOHOL IN AMOUNTS EXCEEDING ESTABLISHED THRESHOLDS ARE DETECTED IN A SUBSTANCE ABUSE TEST ADMINISTRATED UNDER THE TERMS OF THIS POLICY.

SECTION 4. PROCEDURE

4.1 SFMC prohibits the unlawful use, possession, transportation, transfer, manufacture, distribution, dispensation, or sale or purchase of drugs or paraphernalia while on duty or while on Medical Center property or while operating any vehicle or potentially dangerous equipment. SFMC also prohibits associates from reporting for work or working under the influence of any drug, alcohol or other substance that may in any way affect work performance, alertness, coordination or response, or the safety of the associate or others.

SECTION 5. MEDICALLY AUTHORIZED DRUGS

5.1 The use of prescribed drugs, or possession incident to such use, is not prohibited by this policy if:

5.1.1 The drug has been legally obtained and is being properly used for the purpose for which it was prescribed; and

5.1.2 The use of the drug is not inconsistent with the safe and efficient performance of the associate's duties.

5.1.3 An associate who is using or intends to use a prescribed or over-the-counter drug (such as pain medication, anti-depressants or other drugs), who has been informed or has reason to believe that the use of any such drug may limit his/her ability to perform any job duties safely and/or efficiently, is required to advise the associate's supervisor, before reporting to work, that he/she is using a prescribed drug, and that the use of such drug may affect the associate's ability to perform his/her job duties safely and/or efficiently. Any supervisor so notified shall immediately consult with Human Resource Services/Employee Health in order to consider what accommodations, if any, can be made to facilitate employment without risk to the safety of the associate or other individuals or loss of efficiency. Every effort should be made to treat information concerning an associate's use of prescribed medications confidentially. Accordingly, only those persons who have a need or right to know should have access to such information.

SECTION 6. FITNESS FOR DUTY EXAMINATION AND TESTING

6.1 SFMC may require that an associate submit to a physical examination and/or clinical testing designed to detect the presence of drugs and/or alcohol if there is a reasonable suspicion that the associate either possesses, controls or is under the influence of a drug and/or alcohol in violation of this policy, and/or has been involved in the use, transportation, transfer, sale, purchase, manufacture, possession, dispensation, and/or distribution of drugs in violation of this policy. Failure to cooperate in fitness for duty examinations and/or clinical testing when requested may result in disciplinary action, up to and including possible termination, for a first offense or any subsequent offense.

SECTION 7. DRUG TEST PROCEDURE

7.1 Tests shall be accomplished through analysis or urine, blood, breathalyzer, hair sample, or other recognized testing technique, prior to the collection of the sample; the associate shall be notified that the Medical Center is requesting that the associate be tested for the presence of drugs and/or alcohol. The Medical Center will then obtain the sample to be identified and tested for the presence of drugs and/or alcohol.

If the test of the sample is positive for any drug (or metabolite[s]) or alcohol, the sample shall be tested a second time by another reliable method.

The Medical Center will notify the associate of the results of any test. In the case of a positive result, the Medical Center will provide the associate with an opportunity to explain the presence of the identified substance prior to taking any disciplinary action. Associates testing positive may also request a second confirmation test of the original sample, at their own expense.

SECTION 8. REPORTING

8.1 Any associate who is convicted of criminal conduct related to drugs must notify the Executive Director of Human Resource Services within five (5) days of any such conviction.

SECTION 9. DISCIPLINARY ACTION

9.1 Associates who violate or who refuse to cooperate with any aspect of this policy will be subject to appropriate disciplinary action up to and including termination of employment. SFMC will discipline or terminate any associate who is convicted of an offense that involves the use, sale, purchase, transportation, transfer, manufacture, dispensation, distribution or possession of illegal drugs. Nothing in this policy shall be construed to conflict with the at-

will nature of the employment relationship between associates and the Medical Center.

SECTION 10. EMPLOYEE ASSISTANCE

10.1 SFMC attempts to (intends to) maintain an Employee Assistant Program (EAP) which provides help to associates who suffer from alcoholism, drug abuse, and other personal or emotional problems. However, it is the responsibility of each associate to seek necessary assistance before alcohol or drug problems adversely affect performance or lead to disciplinary action. If a violation of this policy occurs, a subsequent attempt to seek and obtain assistance on a voluntary basis will not necessarily prevent or lessen disciplinary action and may, in fact, have no bearing on the determination of the appropriate disciplinary action. Eligible associates may request a leave of absence to participate/attend in a drug and/or alcohol rehabilitation program if they wish to do so. An associate's decision to seek assistance will not be used as a basis for disciplinary action and will not be used against the associate in any disciplinary proceeding. On the other hand, the mere fact that an associate has sought or intends to seek professional assistance will not be a defense to the imposition of disciplinary action where facts proving a violation of this policy, or other policy infractions or SFMC Policy/Procedures are obtained or the Medical Center determines that any associate's performance or conduct warrants disciplinary action. Accordingly, the purposes and practices of this policy and the EAP are not in conflict and are distinctly separate in their applications.

SECTION 11. RESPONSIBILITY

11.1 Any supervisor who notes objective symptoms of substance abuse or behavioral changes in an associate should:

11.1.1 Immediately arrange for the presence of another supervisor, manager, or Human Resources designee to act as a witness and interview the associate in a private, secluded area.

11.1.2 Advise the associate that you suspect he/she is under the influence of drugs or alcohol. Advise the associate that the observed symptoms are grounds for discharge. Advise the associate of the specific symptoms. If the associate denies being under the influence and cannot offer a satisfactory explanation for the evidence of impairment, advise the associate that as an alternative to discipline or discharge based on observed symptoms, the associate will be given the opportunity to submit to a drug or alcohol test to prove his/her innocence. Advise the associate that the examination will be the Medical Center's cost. Document the interview. If an associate asks for a union representative or co-worker to be present, allow it.

11.1.3 Give the associate the form authorizing release of medical information to sign.

11.1.4 Advise the associate that they will be escorted to the Industrial Clinic/ER and that the testing and transportation if necessary will be at the Medical Center's expense.

11.1.5 For concerns that emerge after 5:00 p.m., the House Supervisor must be notified and should facilitate the situation. The House Supervisor will contact Human Resources Management immediately.

11.1.6 Advise the associate that he/she will not lose pay as a result of taking the examination.

11.1.7 Advise the associate that if he/she fails to cooperate fully with the testing, the Medical Center will have no choice but to conclude, based on the observed symptoms, that he/she is under the influence and is in violation of the Medical Center's substance abuse policy. If the associate nevertheless, refuses to take the test, given him/her an opportunity to present any reasons for such refusal. Do not attempt to use physical force or threats to coerce the testing. If the associate refuses to take the test or refuses to sign the authorization, discipline should be imposed on the basis of observed symptoms, whenever possible, rather than solely for refusal to take the test.

11.1.8 If the associate agrees to be tested, call the Industrial Clinic/ER, advise them that you are sending an associate for testing. Ask to have the results telephoned, with a written verification to follow to Human Resource Services.

11.1.9 Arrange for Escort and/or transportation, if necessary to the testing sight. After the test, the associate should either be transported home or arrangements for transportation by a friend or relative should be made. Associates with signs of impairment should not be allowed to drive.

11.1.10 Pending test results, associates are considered on investigatory suspension.

11.1.11 Associates who pass should be returned to work as soon as possible with no loss of pay. The fact that a drug test was requested should be kept confidential.

11.1.12 Associates who are not returned to work shall not be eligible for pay during the investigatory suspension period.

11.2 Human Resource Services

11.2.1 If an associate fails the test and the positive result is confirmed, associates will be

advised by Human Resource Services of the test results and be allowed to explain (i.e., prescription drug, etc.) and provide proof regarding such explanation. The discipline administered should be appropriate to the circumstances. The associate should remain suspended pending review. All disciplinary measures relating to violations of the drug/alcohol policy must be reviewed and approved by the Executive Director of Human Resource Services/designee before implementation. Discipline ranges from suspensions of varying lengths to discharge and may include notification to licensing board. Discipline can include mandatory participation in the Employee Assistance Program. All associates found to be impaired through observation or testing should be counseled regarding the Employee Assistance Program.

11.2.2 Written Report(s). In each and every case make a detailed written report of the date, time, and location of the occurrence, with a very specific description of all symptoms observed and description of all actions taken.

Mgmt. Council	8/22/12
Board	9/11/12

St. Francis Medical Center
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ADMINISTRATIVE MANUAL

Functional Section: HUMAN RESOURCES – COMPENSATION & BENEFITS

SECTION 900
POLICY # 989

TITLE: **TIME OFF FOR VOTING**		
Date Effective: September, 2002	**Date Revised: October 1, 2012**	**Revision #4**
Originating Signature: LAURA S. KATO, VICE PRESIDENT, HUMAN RESOURCE SERVICES	**Approving Signature:** GERALD T. KOZAI, PRESIDENT/CEO	
Reference/Key Words:		

SECTION 1. POLICY

1.1 If an associate does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the associate may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two hours combined. Under these circumstances, an associate will be allowed a maximum of two hours of time off during any Election Day and will utilize Paid Time Off (PTO) if applicable. When possible, an associate requesting time off to vote shall give his or her supervisor at least two days notice.

Mgmt. Council	8/22/12
Board	9/11/12

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ADMINISTRATIVE MANUAL

Functional Section: HUMAN RESOURCES – EMPLOYEE RELATIONS

SECTION 900
POLICY # 952

TITLE: TRANSFERS AND/OR PROMOTIONS		
Date Effective: 5/88	**Date Revised: October 1, 2012** **Date Reviewed: November 9, 2015**	**Revision # 6**
Originating Signature: VICKI DEL CASTILLO, EXECUTIVE DIRECTOR, HUMAN RESOURCES SERVICES	**Approving Signature:** GERALD T. KOZAI, PRESIDENT/CEO	
Reference/Key Words:		

SECTION 1. PURPOSE

1.1 St. Francis Medical Center encourages the career advancement of all associates. To facilitate this advancement a list of job openings is posted on all specified bulletin boards located in the Medical Center and on the www.Stfrancismedicalcenter.org website. All associates are eligible for transfer if they have completed 180 calendar days of service, are performing satisfactorily in their present position, and meet the job requirements for the open position.

2.1 An associate should have worked a minimum of 180 calendar days on the job for which they were hired before a transfer can be considered. In certain situations it may benefit the Medical Center to transfer the associate before the 180 days expire, but written documentation for such a transfer must be submitted to the Executive Director, Human Resource Services for approval. All associates requesting a transfer must be in good standing and may not be in any stage of discipline.

2.1.1 An associate transferring to another department must give their supervisor reasonable notice. The releasing and receiving department directors will determine a mutually acceptable transfer date. This period typically not less than two (2) weeks or more than (3).

2.1.2 Associates interested in transferring must meet the minimum requirements set for the new position. They must take and pass any pre-employment test normally given for the position.

2.1.3 Associates requesting a transfer to a non-bargaining position will be invited to interview for the open position if qualified.

2.1.4 The same transfer request can not be used for multiple openings. A new request must be completed for each open position.

TITLE:
TRANSFERS AND/OR PROMOTIONS

2.1.5 All associates applying for a transfer will be notified by Human Resource Services whether or not they received the position.

2.1.6 For transfers involving a change in the associate's position refer to the Wage and Salary Administration.

2.1.7 Should a transfer, at no fault of the associate, to a new position result in a salary grade that is lower, the associate retains his/her previous rate of compensation provided. That rate shall not exceed the maximum salary of the new position. If the associate's salary exceeds the maximum rate of the new position the associate's salary will be set at the maximum rate of the new position.

SECTION 3. ACCOUNTABILITY & SCOPE

3.1 Any associate requesting an inter-departmental or intra-departmental transfer and/or promotion must submit a Transfer Request Form to Human Resource Services when the position is posted.

3.1.1 The associate is encouraged to discuss the request to transfer with his or her current supervisor, as they will receive a copy of the Associate's Transfer Request from Human Resource Services.

3.1.2 The Hiring Manager will receive a copy of the Transfer Request Form from Human Resource Services. The interviewer will have access to the candidate's personnel file in Human Resource Services to determine work experience, performance levels, education and salary.

3.1.3 For all non-bargaining unit positions, the Hiring Manager will interview all qualified internal candidates.

3.1.4 All Hiring Managers, who are considering the receipt of an internal transfer candidate, are responsible for doing a reference on the viability of candidates by discussing performance with the current Department Manager prior to final determination.

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ADMINISTRATIVE MANUAL

Functional Section: HUMAN RESOURCES – COMPENSATION & BENEFITS

SECTION 900
POLICY # 990

TITLE: **TUITION REIMBURSEMENT**		
Date Effective: 06/84	**Date Revised: October 1, 2008** **Date Reviewed: June 26, 2015**	**Revision # 8**
Originating Signature: VICKI DEL CASTILLO, EXECUTIVE DIRECTOR, HUMAN RESOURCE SERVICES	**Approving Signature:** GERALD T. KOZAI, PRESIDENT/CEO	
Reference/Key Words:		

SECTION 1. PURPOSE and APPLICABILITY

1.1 To promote the professional growth of St. Francis Medical Center associates in their efforts to advance by taking courses or working toward degrees, credentials or licenses which are directly job related.

1.2 This program applies to all benefit eligible associates not covered by a collective bargaining agreement.

SECTION 2. POLICY

2.1 After six calendar months in a benefit eligible status, associates may be reimbursed the cost, in full or in part, of tuition and textbooks for approved job related courses of study which directly relate to their current positions or positions to which they may reasonably aspire. These courses shall be taken through accredited colleges, universities or correspondence schools.

2.1.1 Benefit eligibility must be maintained for the duration of the course.

2.1.2 Courses of study must be taken outside of the associate's regular working hours.

2.1.3 Reimbursement of approved courses is provided to the associate after evidence of receiving a grade of "C" or above is furnished or a certificate of successful completion.

2.2 Not more than $1,000.00 is reimbursed to non bargaining associates in any one calendar year, as determined by the actual payment of the reimbursement, for non-degree related expenses. Non-bargaining unit associates are eligible for up to an additional $1,500.00 per calendar year, for the purposes of degree related education.

TITLE:
TUITION REIMBURSEMENT

2.3 Tuition reimbursement may be considered taxable earnings during the year it is paid.

2.4 Reimbursement for correspondence courses is granted only when the correspondence course is offered by a recognized accredited educational institution.

2.5 Reimbursement is not granted to cover the cost of registration fees, health fees, periodicals or equipment related to the course, or for transportation or parking.

2.6 Course must result in a grade of 'C' or better to obtain reimbursement. Where no letter grade is granted, a confirmation of "passing" is required.

SECTION 3. PROCEDURE

3.1 Associates shall apply and receive written approval for tuition reimbursement **prior** to the start of the class.

3.2 Reimbursement (for non-bargaining unit positions) shall be requested on an application form provided by the Human Resource Services Department. The Tuition Reimbursement application is completed in full and accompanied by descriptive course material before it is considered for approval. Description must include itemized cost of course/seminar.

3.3 Upon completion of the course, the associate will submit the signed Tuition Reimbursement form along with receipts for tuition and/or books in the form of a cancelled check, internet receipt or original receipt, and a passing grade of "C" or better or a certificate of successful completion/attendance in order to receive reimbursement.

Board	07/14/09

TITLE: UNLAWFUL HARASSMENT		
Date Effective: 04/98	Date Revised: July 1, 2006	Revision # 5
Originating Signature: [redacted] LAURA S. KATO, VICE PRESIDENT, HUMAN RESOURCE SERVICES	Approving Signature: [redacted] GERALD T. KOZAI, PRESIDENT/CEO	
Reference/Key Words:		

SECTION 1. PURPOSE

1.1 It is the policy of St. Francis Medical Center to provide a work environment that is free of harassment and discrimination. Therefore, the medical center maintains a strict policy prohibiting all forms of harassment, including sexual harassment and harassment based on race, color, age, or any other characteristic protected by state or federal law. Harassment of or by associates, supervisors, coworkers, independent contractors, vendors or medical staff is strictly prohibited.

SECTION 2. POLICY

2.1 This policy applies to all Medical Center agents and associates, including supervisory and non-supervisory personnel and independent contractors.

2.2 Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature.

Such conduct is unlawful when:

2.2.1 Submission to the conduct is made either explicitly or implicitly a term or condition of employment.

2.2.2 Submission to or rejection of such conduct is used as a basis for an employment decision affecting the staff member.

2.2.3 Such conduct has the purpose or effect of unreasonably interfering with an associate's work performance, or creating an intimidating, hostile, or offensive work environment.

2.3 Examples of sexual harassment include unwelcome sexual flirtations, advances, or propositions; offering employment benefits in exchange for sexual favors; subtle pressure or requests for sexual favors; making or threatening reprisals after a negative response to a sexual advance; unnecessary touching of an individual; visual conduct such as leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or

posters; verbal conduct such as making or using derogatory comments, epithets, slurs and jokes; verbal abuse of a sexual nature such as graphic verbal commentaries about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes, or invitations.

2.4 This policy applies to all harassment based on any protected category.

2.5 Violations of this policy will result in disciplinary action up to and including immediate termination.

SECTION 3. APPLICABILITY & SCOPE

3.1 If a Manager/Supervisor becomes aware of any actual or potential harassment, the Manager/Supervisor must immediately contact the Vice President, Human Resource Services or designee to ensure that appropriate action is taken.

3.2 Staff members who believe they are being, or have been, subjected to harassment by anyone, whether a supervisor, co-associate, client, or vendor, or who are witnesses to unlawful harassment, should immediately report the facts of the incident or incidents to their immediate supervisor or to the Vice President, Human Resource Services or any management personnel they are comfortable reporting this to. Management personnel who have information reported to them should immediately report harassment complaints to the Vice President, Human Resource Services.

3.3 Staff members who report claims of harassment shall be informed by the Vice President, Human Resource Services of their right to complain and address the harassment; and the associate's own obligation to secure their rights.

SECTION 4. PROCEDURE

4.1 The Human Resource Services department will immediately, thoroughly, objectively and confidentially investigate all complaints of harassment. The investigation will include interviews of the individuals believed to have information regarding the alleged harassment. If a determination is made that unlawful harassment occurred, the Vice President, Human Resource Services will ensure that appropriate preventative, corrective, and disciplinary action is taken. The results of the investigation will be communicated to the complaining staff member, to the alleged harasser and, if appropriate, to others directly concerned.

4.2 No staff member will be retaliated against for making a complaint or bringing inappropriate conduct to the attention of management, for preventing unlawful practices, or for participating in an investigation, proceeding, or hearing conducted by any State or Federal agency.

4.3 It is the obligation and expectation that all associates will cooperate fully in the investigation process. In addition, disciplinary action will be taken against any staff member(s) who attempt to discourage or prevent any harassment victim from using the medical center's complaint procedure to report harassing conduct.

4.4 In complaints of harassment involving a member of the Medical Staff, the Human Resource Services, Vice President will report directly to the President and a full investigation will be conducted in accordance with the Medical Staff Bylaws.

4.5 Persons who have made complaints of harassment or who have participated in the investigation should immediately report to the Vice President of Human Resource Services and/or their Department manager if the harassment resumes or if they believe that they have been retaliated against.

Approved:

Patients Rights & Ethics Team	
QA/I-CIB	
MEC	
BOD	11/14/06
Mgmt. Council	11/13/06

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ADMINISTRATIVE MANUAL

Functional Section: HUMAN RESOURCES – EMPLOYEE RELATIONS

SECTION 900
POLICY # 997

TITLE: USE OF PERSONAL ELECTRONIC DEVICES IN THE WORKPLACE		
Date Effective: 10/1/09	**Date Revised: N/A** **Date Reviewed: June 26, 2015**	**Revision # NEW**
Originating Signature: VICKI DEL CASTILLO, EXECUTIVE DIRECTOR, HUMAN RESOURCE SERVICES	**Originating Signature:** GERALD T. KOZAI, PRESIDENT/CEO	
Reference/Key Words:		

SECTION 1. PURPOSE

1.1 The use of personal electronic devices and other electronic devices has expanded rapidly in the workplace. SFMC does not wish to unreasonably constrain the use of these devices; however, it has a broader responsibility to: (1) ensure that they are used in an appropriate manner; (2) ensure the integrity of proprietary information; (3) preserve the privacy of associates and patients (4) ensure that unauthorized surveillance does not breach the reasonable expectation of privacy in the workplace.

It is the policy of SFMC to provide a safe and quality healthcare environment for our patient and visitors to receive services in. As a result, SFMC will support this objective through regulating the use of personal electronic devices including MP3, IPODS, etc., on hospital premises.

SECTION 2. POLICY

2.1 Personal Electronic Devices – Associates are required to exercise discretion and restrict the use of personal electronic devices while on duty, or in the workplace. Use of mobile communication devices including texting can interfere with the delivery of safe patient care or services. **As a result, these devices are prohibited from active use during work time.** For safety purposes, use of mobile communication devices while driving on hospital business should be done in compliance with state law requiring the use of hands-free equipment. The use of personal headsets and wireless head set technology while on duty, or in the workplace is considered a safety hazard and is prohibited.

Personal Electronic Devices are not to be carried by an associate while on duty, and must be stored with the associate's other personal belongings. Any exceptions to this practice must be approved in writing by the department Director and Human Resources

2.2 Recording Devices – Recording devices and camera-equipped devices (including mobile communication devices) and their uses are restricted in accordance with state and federal regulatory guidelines concerning unauthorized surveillance. Associates shall not use the picture-taking functionality of mobile communication devices in the workplace. Unauthorized use of cameras, including designated patient care areas, restrooms, or locker room areas is not allowed and may be cause for immediate termination.

2.3 Taping Conversations – Taping conversations is prohibited. Covert/secret taping of any conversation or meeting occurring at the workplace or, conversations or meetings offsite that deal with workplace matters of official concern are prohibited. Examples of such meetings are promotion interviews, EEO meetings with a counselor or investigator, meetings between a supervisor and a subordinate, etc.

Employees are also prohibited from arranging for others, including non-associates, to do any recording of conversations, phone calls or other work activities.

2.4 In compliance with the privacy regulations contained in the Health Insurance Portability & Accountability Act (HIPAA), visual and recording devices shall not be used in patient care areas.

SECTION 3. APPLICABILITY

3.1 This policy applies to all associates, volunteers, interns and students of SFMC.

3.2 Failure to comply with policy will result in the associate being subject to disciplinary action up to and including termination.

Board	07/14/09

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ADMINISTRATIVE MANUAL

Functional Section: HUMAN RESOURCES – EMPLOYEE RELATIONS

SECTION 900
POLICY # 954

TITLE: ZERO TOLERANCE POLICY FOR WORKPLACE VIOLENCE		
Date Effective: September, 2002	**Date Revised: October 1, 2008** **Date Reviewed: June 26, 2015**	**Revision # 3**
Originating Signature: VICKI DEL CASTILLO, EXECUTIVE DIRECTOR, HUMAN RESOURCE SERVICES	**Approving Signature:** GERALD T. KOZAI, PRESIDENT/CEO	
Reference/Key Words:		

SECTION 1. PURPOSE

1.1 St. Francis Medical Center recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response by employers. The costs of workplace violence are great, both in human and financial terms. Therefore, St. Francis Medical Center has adopted this zero tolerance for workplace violence policy.

1.2 The safety and security of St. Francis Medical Center associates is of vital importance. Acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect St. Francis Medical Center or its associates or which occur on medical center property or during work hours will not be tolerated.

1.3 This prohibition against threats and acts of violence applies to all persons involved in the operation of St. Francis Medical Center, including, but not limited to, Medical Center personnel, contract and temporary workers and anyone else on St. Francis Medical Center property. Violations of this policy, by any individual on Medical Center property, by any individual acting as a representative of St. Francis Medical Center while off Medical Center property or by any individual acting off Medical Center property when his or her actions affect the business interests of St. Francis Medical Center, will lead to disciplinary and/or legal action as appropriate.

SECTION 2. POLICY

2.1 Definitions

2.1.1. Workplace violence is any intentional conduct which is sufficiently severe, offensive or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or more Medical Center [global] associates. Examples of workplace violence include, but are not limited to, the following:

2.1.1.1 Threats or acts of violence occurring on medical center premises, regardless of the relationship between St. Francis Medical Center and the parties involved in the incident.

2.1.1.2 Threats or acts of violence during work hours or occurring off medical center premises involving someone who is acting in the capacity of a representative of St. Francis Medical Center.

2.1.1.3 Threats or acts of violence occurring off medical center premises involving an associate of St. Francis Medical Center if the threats or acts affect the business interests of St. Francis Medical Center.

2.1.1.4 Threats or acts of violence occurring off medical center premises of which an associate of St. Francis Medical Center is a victim if St. Francis Medical Center determines that the incident may lead to an incident of violence on medical center premises.

2.1.1.5 Threats or acts resulting in the conviction of an associate or agent of St. Francis Medical Center, or of an individual performing services for St. Francis Medical Center on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence which adversely affect the legitimate business interests of St. Francis Medical Center.

2.2 Specific examples of conduct, which may be considered threats or acts of violence under this policy include, but are not limited to the following:

2.2.1 Threatening or intimidating physical or aggressive contact directed toward another individual.

2.2.2. Threatening or intimidating an individual or his/her family, friends, associates or property with physical harm.

2.2.3 The intentional destruction or threat of destruction of St. Francis Medical Center or another's property.

2.2.4 Harassing or threatening phone calls, emails, text messages and voicemails.

2.2.5 Surveillance.

2.2.6 Stalking.

2.2.7 Veiled threats of physical harm or intimidation.

2.3 Workplace violence does not refer to occasional comments of a socially acceptable nature. Such comments may include references to legitimate sporting activities, popular entertainment or current events. Rather, it refers to behavior that is personally offensive, threatening or intimidating.

SECTION 3. APPLICABILITY & SCOPE

3.1 Enforcement

3.1.1 Any person who engages in a threat or violent action on medical center property may be removed from the premises as quickly as safety permits and may be required, at St. Francis Medical Center's discretion, to remain off the premises pending the outcome of an investigation into the incident.

3.1.2 When threats are made or acts of violence are committed by a medical center associate, a judgment will be made by St. Francis Medical Center as to what actions are appropriate, including possible medical evaluation and/or possible disciplinary action.

3.1.3. Once a threat has been substantiated, it is St. Francis Medical Center's policy to put the threat maker on notice that he/she will be held accountable for his/her actions and then follow through with the implementation of a decisive and appropriate response.

3.1.4 Under this medical center policy, decisions may be needed to prevent a threat from being carried out, a violent act from occurring or a life-threatening situation from developing. No existing St. Francis Medical Center policy or procedure should be interpreted in a manner that prevents the above from occurring.

3.2 Temporary and Permanent Restraining Orders. Any associate who applies for a temporary or permanent protective or restraining order which lists any St. Francis Medical Center location as a protected area must provide to the Human Resources Department a copy of the petition and declarations used to apply for the order. Any associate who obtains a temporary or permanent protective or restraining order which lists any St. Francis location as a protected area must provide to the Human Resources Department a copy of the order. Such information will be kept confidential to the extent possible without compromising the safety and security of St. Francis Medical Center and its associates.

3.3 St. Francis Medical Center will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by St. Francis Medical Center. In making this determination St. Francis Medical Center may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy shall alter the at-will nature of employment at St. Francis Medical Center.

TITLE: **Code of Conduct**		
Date Effective: 3/1/09	**Date Revised: October 1, 2012**	**Revision: #1**
Originating Signature: LAURA S. KATO, VICE PRESIDENT, HUMAN RESOURCE SERVICES	**Originating Signature:** GERLAD T. KOZAI, PRESIDENT/CEO	
Reference/Key Words: Joint Commission Standard LD.03.01.01		

SECTION 1. PURPOSE

1.1 As part of the Daughters of Charity Health System, we strive to provide a workplace that fosters respectful and constructive relationships in accordance with our Mission and Values. To achieve this, it is the policy of St. Francis Medical Center to create an environment that is free from intimidation and behavior(s) that could undermine our culture of patient safety. Such conduct has the purpose or effect of unreasonably interfering with an associate's work performance, or creating an intimidating, hostile, or offensive work environment that can jeopardize quality and safe patient care.

1.2 Intimidation and behavior(s) by associates, volunteers, independent contractors, vendors or medical staff is strictly prohibited.

1.3 Intimidation or behavior(s) that undermine a culture of patient safety can result in:

1.3.1 Medical Errors
1.3.2 Poor Patient Satisfaction
1.3.3 Preventable Adverse Outcomes
1.3.4 Increases to the Cost of Care
1.3.5 Poor Associate Satisfaction
1.3.6 Increased Associate Turnover
1.3.7 Poor communication between patient care teams

SECTION 2. APPLICABILITY AND SCOPE

2.1 This policy applies to all Medical Center associates, volunteers, independent contractors, vendors, medical staff and others who may provide care, treatment and/or service on behalf of the organization.

2.2 Violations of this policy will result in disciplinary action up to and including immediate termination.

TITLE:
Code of Conduct

SECTION 3. POLICY

3.1 Any individual who provides care, treatment, or service on behalf of the Medical Center will conduct themselves in accordance with the acceptable behaviors as defined in this policy. Furthermore, SFMC has adopted a zero tolerance policy towards the display of disruptive and inappropriate behavior.

3.2 Associates and volunteers shall be informed of this code of conduct as part of their initial orientation into the organization. Contract staff and students shall be informed by their agency/school respectively on behalf of the Medical Center. Members of the medical staff shall be informed of this code of conduct as part of their initial appointment process. Individuals already providing care, treatment or service at the time this policy takes effect shall also be informed.

3.3 Intimidation or behavior(s) that could undermine a culture of patient safety can be described as behaviors by individuals or groups that can be characterized as aggressive, bullying and/or unreasonable which creates a negative work environment. These types of behaviors can be overt or subtle. Examples of these behaviors may also include physical abuse, humiliation, belligerence, social ostracism, gossiping, rumor spreading, failure to return calls or pages, reluctance or refusal to answer questions or provide assistance, condescending language, tone of voice and impatience with questions.

SECTION 4. PROCEDURE

4.1 Associates who believe they are being, or have been, subjected to these types of behaviors by anyone, whether a superior, coworker, client, or vendor, or who are witnesses to these types of behaviors should immediately report the facts of the incident or incidents to their immediate supervisor or any management personnel with whom they feel comfortable reporting their concerns. Management personnel who have information reported to them should immediately report intimidation or behavior (s) that could undermine a culture of patient safety to the Vice President, Human Resource Services or designee, providing detail and the potential adverse impact on care.

4.2 Upon receipt of a complaint regarding intimidation or behavior (s) that could undermine a culture of patient safety , supervisors will immediately, thoroughly, objectively and confidentially investigate. The investigation will include interviews of the individuals believed to have information regarding the alleged behaviors. If a determination is made that these types of behaviors has occurred, management will contact Human Resource Services to ensure that appropriate preventative, corrective, and disciplinary action is taken.

4.3 In complaints of intimidation or behaviors that could undermine a culture of safety involving a member of the Medical Staff, the Chief Quality Officer will report directly to the Chief of Staff and a full investigation will be conducted in accordance with the Medical Staff Bylaws.

4.4 It is the obligation and expectation that all associates will cooperate fully in the investigation process. In addition, disciplinary action will be taken against any staff member(s) who attempt to discourage or prevent any victim from using the medical center's complaint procedure to report this type of conduct.

4.5 Staff members who report incidents of these behaviors will be informed by their supervisor of the expected follow up. No staff member will be retaliated against for making a complaint or bringing inappropriate conduct to the attention of management, for preventing unlawful practices, or for participating in an investigation, proceeding, or hearing conducted by any State or Federal agency.

4.6 Persons who have made complaints of these types of behaviors or who have participated in the investigation should immediately report to the Vice President of Human Resource Services and/or their Department manager if the behaviors resume or if they believe that they have been retaliated against.

Section 5. Definitions

5.1 Acceptable Behavior is defined as behavior which enables others to perform their duties and responsibilities effectively, promotes the orderly conduct of the organization, and results in respectful and constructive communication. Examples of acceptable behavior include, but are not necessarily limited to:

- 5.1.1 Respectful communication in a calm and professional manner
- 5.1.2 Addressing disagreements professionally and factually without animus or personal attacks
- 5.1.3 Timely and appropriate response to requests and concerns
- 5.1.4 Communication and personal interaction in a manner that is respectful of an individual's culture and beliefs

5.2 Intimidating or behavior(s) that could undermine a culture of patient safety are defined as behavior which interferes with others' ability to perform their duties and responsibilities effectively, undermines a person's confidence in an individual healthcare worker or the medical center, and/or interferes with the orderly conduct of the organization. Examples of disruptive behavior include, but are not necessarily limited to:

- 5.2.1 Use of profanity and vulgar expressions or gestures

5.2.2 Disrespectful language that impugns an individual's race, creed, color, national origin, religious, or political beliefs

5.2.3 Intimidating behaviors such as slamming or throwing objects, verbal abuse (yelling, shouting, etc.), physical aggressiveness, and sexual harassment

5.2.4 Lack of timely and appropriate response to requests and concerns

5.2.5 Retaliation against anyone who has reported or assisted in investigating allegations of disruptive or inappropriate behavior

5.2.6 Criticism of an individual in front of patients or other healthcare professionals

Mgmt. Council	8/22/12
Board	9/11/12

Title 11, California Code of Regulations, § 999.5(d)(5)(E)

Exhibit 9

Exhibit 9

St. Vincent Medical Center Staffing Policies

Nursing Floating Competency

Department Specific Staffing Plans

Plan for the Provision of Patient Care – FY 2018

POB Radiology 7691 Staffing Mix Comparison

	BUDGET						
Staffing Matrix	**Std (h/u)** **2.700**	**Volume (u)** **171**	Hours 462	FTE 2.70	Days 30	**Average Daily Hours** **15**	
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1st Shift							
Rad Tech (0800)	8.0	8.0	8.0	8.0	8.0	0.0	0.0
Mammo Tech (0800)	8.0	8.0	8.0	8.0	8.0	0.0	0.0
Clerk/Mammo Asst.	8.0	8.0	8.0	8.0	8.0	0.0	0.0
Total	24.0	24.0	24.0	24.0	24.0	0.0	0.0

Week Ttl	**120**
Avg Daily	17

Overhead	0.0
	0%

Respitory Therapy 7720 Staffing Mix Comparison

	BUDGET						
Staffing Matrix	**Std (h/u) 0.280**	**Volume (u) 14,199**	Hours 3976	FTE 22.94	Days 30	**Average Daily Hours 131**	
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Day Shift							
Lead Therapist (ER, CT, MRI, CL)	12.0	12.0	12.0	12.0	12.0	12.0	12.0
ICU Therapist (2 Techs)	24.0	24.0	24.0	24.0	24.0	24.0	24.0
Resp Therapist (5th, 6th, 7th Floors)	24.0	28.0	24.0	28.0	24.0	24.0	24.0
PFT Tech		8.0		8.0			
Supervisor	7.2	7.2	7.2	7.2	7.2		
EEG/Equipment Tech	8.0	8.0	8.0	8.0	8.0		
Night Shift							
Lead Therapist (ER, CT, MRI, CL)	12.0	12.0	12.0	12.0	12.0	12.0	12.0
ICU Therapist (2 Techs)	24.0	24.0	24.0	24.0	24.0	24.0	24.0
Resp Therapist (5th, 6th, 7th Floors)	24.0	24.0	24.0	24.0	24.0	24.0	24.0
Total	135.2	147.2	135.2	147.2	135.2	120.0	120.0

Week Ttl	**940**
Avg Daily	**134**

Overhead	0.0
	0%

Clinical Lab Services 7500 Staffing Mix Comparison

	BUDGET						
Staffing Matrix	**Std (h/u) 0.160**	**Volume (u) 40,354**	Hours 6457	FTE 37.25	Days 30	**Average Daily Hours 212**	
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1st Shift Core Lab							
Hematology Supervisor	8.0	8.0	8.0	8.0	8.0		
Hematology/Coag/UA CLS	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Float CLS	8.0	8.0	8.0	8.0	8.0		
Chemistry CLS	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Core Lab Manager (chemistry superv	8.0	8.0	8.0	8.0	8.0		
LIS	8.0	8.0	8.0	8.0	8.0		
Administrative Director	8.0	8.0	8.0	8.0	8.0		
Operations Manager	8.0	8.0	8.0	8.0	8.0		
POC Coordinator	8.0	8.0	8.0	8.0	8.0		
2nd Shift Core Lab							
Supervisor	8.0	8.0	8.0	8.0	8.0		
CLS	16.0	16.0	16.0	16.0	16.0	8.0	8.0
3rd Shift Core Lab							
CLS	16.0	16.0	16.0	16.0	16.0	16.0	16.0
1st Shift Blood Bank							
Supervisor	8.0	8.0	8.0	8.0	8.0		
CLS	8.0	8.0	8.0	8.0	8.0	8.0	8.0
1st Shift Microbiology							
Supervisor	8.0	8.0	8.0	8.0	8.0		
CLS	16.0	16.0	16.0	16.0	16.0	16.0	16.0
Lab Assistant (Phleb-like)	16.0	16.0	16.0	16.0	16.0	8.0	8.0
1st Shift Phleb							
Lab Assistant	48.0	48.0	48.0	48.0	48.0	40.0	40.0
2nd Shift Phleb							
Lab Assistant (3)	24.0	24.0	24.0	24.0	24.0	24.0	24.0
3rd Shift Phleb							
Lab Assistant (2)	16.0	16.0	16.0	16.0	16.0	16.0	16.0
Blood Bank Expansion							
Total	256.0	256.0	256.0	256.0	256.0	152.0	152.0

Week Ttl	**1584**
Avg Daily	**226**

Overhead	0.0
	0%

Clinical Lab Services 7500 Staffing Mix Comparison

Staffing Matrix	BUDGET Std (h/u) 2.550	Volume (u) 996	Hours 2540	FTE 14.65	Days 30	Average Daily Hours 84	
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Room 1							
Cath Lab RN	8.0	8.0	8.0	8.0	8.0	0.0	0.0
Cath Lab Rad Tech	16.0	16.0	16.0	16.0	16.0	0.0	0.0
Room 2							
Cath Lab RN	16.0	16.0	16.0	16.0	16.0	0.0	0.0
Cath Lab Rad Tech	8.0	8.0	8.0	8.0	8.0	0.0	0.0
Float RN (Break relief/ Card. Stress Test)	8.0	8.0	8.0	8.0	8.0	0.0	0.0
Cath Lab Manager	8.0	8.0	8.0	8.0	8.0	0.0	0.0
Admitting Clerk	8.0	8.0	8.0	8.0	8.0	0.0	0.0
CVT (charge reconcillation/billing/Ordering)	8.0	8.0	8.0	8.0	8.0	0.0	0.0
RN STEMI Coordinator	8.0		8.0		8.0		
Holding Room							
RNs (0600, 0700, 0830)	24.0	24.0	24.0	24.0	24.0	0.0	0.0
Patient Support Tech	8.0	8.0	8.0	8.0	8.0	0.0	0.0
OT and Callback Hours (300 hrs/mo.)	75.0						
Total	195.0	112.0	120.0	112.0	120.0	0.0	0.0

Week Ttl	659
Avg Daily	94

Overhead	0.0
	0%

JRI Staffing Mix Comparison

Staffing Matrix	BUDGET Std (h/u) 5.300	Volume (u) 452	Hours 2396	FTE 13.82	Days 30	Average Daily Hours 79	
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Schedulers (covering 7 surgeons)	28.8	28.8	28.8	28.8	28.8	0.0	0.0
Front Office Staff	28.8	28.8	28.8	28.8	28.8		
Back Office Staff	57.6	57.6	57.6	57.6	57.6		
Total	115.2	115.2	115.2	115.2	115.2	0.0	0.0

Week Ttl	576
Avg Daily	82

Overhead	0.0
	0%

Cardiology Services 7590 Staffing Mix Comparison

Staffing Matrix	BUDGET Std (h/u) 0.460	Volume (u) 2,115	Hours 973	FTE 5.61	Days 30	Average Daily Hours 32	
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
EKG Tech (0600, 1415)	16.0	16.0	16.0	16.0	16.0	8.0	8.0
ECHO Tech (0700, 0900)	16.0	16.0	16.0	16.0	16.0	8.0	8.0
Cardiology Manager	8.0	8.0	8.0	8.0	8.0	0.0	0.0
Coordinator (Scheduling/ Charge Recon/ Schedul	8.0	8.0	8.0	8.0	8.0	0.0	0.0
Cardiology Lead (Stress Test/ Holters/ Etc.)	8.0	8.0	8.0	8.0	8.0	0.0	0.0
OT and CB Hours (54 hrs/mo)	13.5						
Total	69.5	56.0	56.0	56.0	56.0	16.0	16.0

Week Ttl	326
Avg Daily	47

Overhead	0.0
	0%

Pharmacy 77100 Staffing Mix Comparison

Staffing Matrix	BUDGET Std (h/u) 0.731	Volume (u) 7,660	Hours 5596	FTE 32.29	Days 30	Average Daily Hours 184	
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1st Shift							
Main Pharmacist (0600)	8.0	8.0	8.0	8.0	8.0	8.0	8.0
IV Room Pharmacist [1.]	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Clinical Pharmacists (1 for 4/5th floor, 1 for 6/7th floor)	16.0	16.0	16.0	16.0	16.0	8.0	8.0
ICU Pharmacist [5.]	8.0	8.0	8.0	8.0	8.0	0.0	0.0
Pharmacist (0900)	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Project Pharmacist	8.0	8.0	8.0	8.0	8.0	0.0	0.0
AM SugeryPharmacy Technician	8.0	8.0	8.0	8.0	8.0	0.0	0.0
IV Room Pharmacy Techician (0600)	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Main Pharmacy Technician	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Floor Pharmacy Technicians	16.0	16.0	16.0	16.0	16.0	16.0	16.0
IV Stock Pharmacy Technician [2.]	8.0	8.0	8.0	8.0	8.0	0.0	0.0
Pharmacy Buyer	8.0	8.0	8.0	8.0	8.0	0.0	0.0
340B Process Coordinator	8.0	8.0	8.0	8.0	8.0	0.0	0.0
Pharmacy Director	8.0	8.0	8.0	8.0	8.0	0.0	0.0
Clinical Coordinator (Manager)	8.0	8.0	8.0	8.0	8.0	0.0	0.0
Pharmacy Technncian Supervisor	8.0	8.0	8.0	8.0	8.0	0.0	0.0
ASP Pharmacist [3.]	8.0	8.0	8.0	8.0	8.0	0.0	0.0
2nd Shift							
PM Pharmacists (1330, 1530)	16.0	16.0	16.0	16.0	16.0	8.0	8.0
Float Pharmacy Technician	8.0	8.0	8.0	8.0	8.0	8.0	8.0
PM Surgery Pharmacy Technician	8.0	8.0	8.0	8.0	8.0	8.0	8.0
IV Pharmacy Technician (1430)	8.0	8.0	8.0	8.0	8.0	0.0	0.0
PM Pharmacy Technician (1530)	8.0	8.0	8.0	8.0	8.0	0.0	0.0
3rd Shift							
Graveyard Pharmacist	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Graveyard Pharmacy Technician [4.]	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Total	216.0	216.0	216.0	216.0	216.0	104.0	104.0

Week Ttl	1288
Avg Daily	184
Overhead	0.0
	0%

1. Currently no IV room pharmacist on the weekend, but required due to increase volume on weekend
2. Currently only have IV stock on MWF
3. Waiting for Pharmacist on Medical Leave to come back and hiring of Per-Diem Pharmacist
4. Posted Position
5. Add ICU Pharmacist per Margaret

Diagnostic Radiology 7630 Staffing Mix Comparison

Staffing Matrix	BUDGET Std (h/u) 0.860	Volume (u) 2,952	Hours 2539	FTE 14.85	Days 30	Average Daily Hours 85	
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1st Shift							
Rad Tech (0600, 0800, 0900)	24.0	24.0	24.0	24.0	24.0	16.0	16.0
Rad Tech ER (0800)	8.0	8.0	8.0	8.0	8.0	0.0	0.0
Rad Tech Surgery (0700)	8.0	8.0	8.0	8.0	8.0	0.0	0.0
Float Rad Tech (split RAD/UTZ)	4.0	4.0	4.0	4.0	4.0	0.0	0.0
Lead Clerk	8.0	8.0	8.0	8.0	8.0	0.0	0.0
2nd Shift							
Rad Tech (1130, 1330, 1500)	24.0	24.0	24.0	24.0	24.0	8.0	8.0
Rad Tech Float (1230)	8.0				8.0		
Clerk	4.0	4.0	4.0	4.0	4.0	0.0	0.0
3rd Shift							
Rad Tech (2300)	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Supervisor (Anahit Alaverdyan)	8.0	8.0	8.0	8.0	8.0	0.0	0.0
Director (Mel B.)	8.0	8.0	8.0	8.0	8.0	0.0	0.0
OT & CB (40 hrs/month)	10.0						
Total	122.0	104.0	104.0	104.0	112.0	32.0	32.0

Week Ttl	610
Avg Daily	87

Overhead	0.0
	0%

Interventional Radiology Staffing Mix Comparison

Staffing Matrix	BUDGET Std (h/u) 1.560	Volume (u) 813	Hours 1268	FTE 7.42	Days 30	Average Daily Hours 42	
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1st Shift							
IR Tech (0830, 0900, 1000)	24.0	24.0	24.0	24.0	24.0	0.0	0.0
RN (0800, 0830, 0900)	24.0	24.0	24.0	24.0	24.0	0.0	0.0
RN part-time (not yet filled)	0.0		0.0		0.0		
2nd Shift							
IR Tech (1200)	8.0	8.0	8.0	8.0	8.0	0.0	0.0
OT & CB (135 hrs/month)	34.0						
Total	90.0	56.0	56.0	56.0	56.0	0.0	0.0

Week Ttl	314
Avg Daily	45

Overhead	0.0
	0%

Nuc Med 7650 Staffing Mix Comparison

	BUDGET						
Staffing Matrix	**Std (h/u) 1.900**	**Volume (u) 171**	Hours 325	FTE 1.90	Days 30	**Average Daily Hours 11**	
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1st Shift							
NM Tech (0700)	8.0	8.0	8.0	8.0	8.0	0.0	0.0
2nd Shift							
NM Tech (1130)	8.0	8.0	8.0	8.0	8.0	0.0	0.0
OT & CB (83 hrs/month)	21						
Total	37.0	16.0	16.0	16.0	16.0	0.0	0.0

Week Ttl	**101**
Avg Daily	**14**

Overhead	0.0
	0%

MRI 7660 Staffing Mix Comparison

	BUDGET						
Staffing Matrix	**Std (h/u) 1.270**	**Volume (u) 199**	Hours 253	FTE 1.48	Days 30	**Average Daily Hours 8**	
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1st Shift							
MRITech (0730)	6.0	6.0	6.0	6.0	6.0	0.0	0.0
2nd Shift							
MRI Tech (1330)	6.0	6.0	6.0	6.0	6.0	0.0	0.0
OT & CB (43 hrs/month)	11						
Total	23.0	12.0	12.0	12.0	12.0	0.0	0.0

Week Ttl	71
Avg Daily	**10**

Overhead	0.0
	0%

Ultrasound 7670 Staffing Mix Comparison

Staffing Matrix	Std (h/u) 0.740	Volume (u) 739	BUDGET Hours 547	FTE 3.20	Days 30	Average Daily Hours 18	
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1st Shift							
US Tech (0800, 0900)	16.0	16.0	16.0	16.0	16.0	0.0	0.0
US Tech Weekend (0800)	0.0	0.0	0.0	0.0	0.0	8.0	8.0
Float US Tech (1000)	4.0	4.0	4.0	4.0	4.0	0.0	0.0
2nd Shift							
USTech (1530)(Split UTZ/PVL)	4.0	4.0	4.0	4.0	4.0	0.0	0.0
OT & CB (40 hrs/month)	10						
Total	34.0	24.0	24.0	24.0	24.0	8.0	8.0

Week Ttl	146
Avg Daily	21

Overhead	0.0
	0%

CT 7680 Staffing Mix Comparison

	BUDGET						
Staffing Matrix	**Std (h/u) 0.600**	**Volume (u) 1,527**	Hours 916	FTE 5.36	Days 30	**Average Daily Hours 31**	
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1st Shift CT Tech (0730, 1030)	16.0	16.0	16.0	16.0	16.0	8.0	8.0
2nd Shift CT Tech (1430)	8.0	8.0	8.0	8.0	8.0	8.0	8.0
3rd Shift CT Tech (2300)	8.0	8.0	8.0	8.0	8.0	8.0	8.0
OT & CB (24 hrs/month)	6						
Total	38.0	32.0	32.0	32.0	32.0	24.0	24.0

Week Ttl	214
Avg Daily	**31**

Overhead	0.0
	0%

JRI Radiology 7693 Staffing Mix Comparison

Staffing Matrix	BUDGET Std (h/u) 0.840	Volume (u) 351	Hours 295	FTE 1.72	Days 30	Average Daily Hours 10

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1st Shift							
Rad Tech (0800 x2)	16.0	16.0	16.0	16.0	16.0	0.0	0.0
Total	16.0	16.0	16.0	16.0	16.0	0.0	0.0

Week Ttl	80
Avg Daily	11

Overhead	0.0
	0%

PVL 7871 Staffing Mix Comparison

Staffing Matrix	BUDGET Std (h/u) 1.450	Volume (u) 171	Hours 248	FTE 1.45	Days 30	Average Daily Hours 8	
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1st Shift Vas US Tech (0830)	8.0	8.0	8.0	8.0	8.0	0.0	0.0
2nd Shift Vas US Tech (1530)(Split PVL/UTZ)	4.0	4.0	4.0	4.0	4.0	0.0	0.0
Total	12.0	12.0	12.0	12.0	12.0	0.0	0.0

Week Ttl	60
Avg Daily	9

Overhead	0.0
	0%

Multi-Specialty Radiology 7638 Staffing Mix Comparison

Staffing Matrix	BUDGET Std (h/u) 0.100	Volume (u) 31	Hours 3	FTE 0.02	Days 30	Average Daily Hours 0

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1st Shift							
Rad Tech (0800)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Week Ttl	0
Avg Daily	0
Overhead	0.0
	#DIV/0!

Transportation 8370 Staffing Mix Comparison

Staffing Matrix	BUDGET Std (h/u) 0.56	Volume (u) 2,302	Hours 1289	FTE 7.54	Days 30	Average Daily Hours 43	
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1st Shift							
Transporter (0700, 0800)	16.0	16.0	16.0	16.0	16.0	24.0	16.0
Trans Float (0800, 1000 or 1330)	16.0	16.0	16.0	16.0	16.0	0.0	0.0
2nd Shift							
Transporter (1230, 1330)	16.0	16.0	16.0	16.0	16.0	0.0	0.0
Total	48.0	48.0	48.0	48.0	48.0	24.0	16.0

Week Ttl	280
Avg Daily	40

Overhead	0.0
	0%

Scheduling Radiology 8570 Staffing Mix Comparison

	BUDGET					
Staffing Matrix	**Std (h/u) 0.600**	**Volume (u) 0**	Hours 0	FTE -	Days 30	**Average Daily Hours 0**

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1st Shift							
Scheduler (0745, 0830, 0900)	24.0	24.0	24.0	24.0	24.0	0.0	0.0
PAR (0800)	16.0	16.0	16.0	16.0	16.0	0.0	0.0
Total	40.0	40.0	40.0	40.0	40.0	0.0	0.0

Week Ttl	**200**
Avg Daily	**29**

Overhead	0.0
	0%

SVMC - Biomed

Fixed Staff	Days	Evening	Nights	
	Techs	N/A	N/A	
M-F Only	4	0	0	*Techs are On Call after 4:30p until the next day at 6am M-F and 24hrs on Weekends and Holidays

*All Tech positions are Full Time.

SVMC - Security

Fixed Staff	Days			Evenings		Nights	
	Manager	Supervisor	Officer	Supervisor	Officer	Supervisor	Officer
Daily	1	1	3	1	2	1	2

We have the following staff working the varios shifts. All are Full Time

Manager	1
Shift Supervisor	3
Officers	12

SVMC - Cancer Treatment Center

Fixed Staff	Days						Evenings	Nights
	Receptionist	Supervisor	Tech	RN	Physicist	Dosimetrist	N/A	N/A
M-F only	1	1	2.0	1	1	1	0	0

*All positions are Full Time

St. Vincent Medical Center

Unit: **Finance Department**

Lead: CFO

Date: 22-Apr-19

CENSUS	M-F 8a-4:30p
1	3
	3
150	3

Total Staff 3

Human Resources
Monday - Friday
7:30am - 4:30pm

Day of Week	Day						
	Census	VP	Recruiter	Recruitment Coord	HR Sr. Adminstrator	LOA & W/C Coord	HR Coord
Monday	N/A	1	1	1	1	1	2
Tuesday	N/A	1	1	1	1	1	2
Wednesday	N/A	1	1	1	1	1	2
Thursday	N/A	1	1	1	1	1	2
Friday	N/A	1	1	1	1	1	2
Saturday	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Sunday	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Employee Health
Monday - Friday
8:30am - 7:30pm

Day of Week	Day	
	Census	Mgr
Monday	N/A	1
Tuesday	N/A	1
Wednesday	N/A	1
Thursday	N/A	N/A
Friday	N/A	1
Saturday	N/A	N/A
Sunday	N/A	N/A

Institutional Review Board
(IRB) Staffing Plan

	Monday - Thursday	Staff	Total Hours
Exempt	IRB Coordinator - 10/40 Also supports CME	1	40
	Totals	**1**	**40**

Medical Staff Administration
Staffing Plan

	Monday - Friday	Staff	Total Hours
Exempt	Director	1	40
7:30am - 4:00pm	Medical Staff Coordinator	1	40
8:00am - 4:30pm	Medical Staff Coordinator	1	40
8:00am - 4:30pm	Medical Staff Coordinator	1	40
7:00am - 3:30pm	Medical Staff Analyst	1	40
	Totals	**5**	**200**

Cost Center: **JRI Surgery** 7096

Census (Visits)	Days					Evening	Nights
	RN Coordinator Full Time	RN Coordinator Part Time	RN Coordinator Part Time	Physician Assistant Full Time	Physician Assistant Part Time	N/A	N/A
M-F Only	1.0	0.5	0.5	3.0	0.5	0.0	0.0

Cost Center: **SVMC Guest Relations**

Fixed Staff	Days			Evening	Nights
	Korean Interpreter	Lobby Receptionist	Patient Care and Grievance Coordinator	N/A	N/A
M-F Only	0.5	1.0	1.0	0	0

SVMC Volunteer Services			
	Days	Evenings	Nights
Fixed Staff	Director Volunteer Services	N/A	N/A
M-F Only	1	0	0

Cost Center: **SVMC Medical Center Education**					
Fixed Staff	Days			Evenings	Nights
	DIR	RN Educators	Education Coordinator		
M-F only	0.5	2.5	1.0	N/A	N/A

Cost Center: **SVMC Nursing Adiministration**																				
Fixed Staff	**Days**							**Evenings**								**Nights**						
8 hours Shifts	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Executive Director Nsg Administration and Hospital Support Services	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Executive Assistant to the CNO, CMO & Director of Quality	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Staffing Office Clerical Supervisor	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Staffing Coordinator	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0
12 Hours Shifts	**Days 7A - 7P**							**Nights 7P - 7A**													
Administrative House Supervisor, RN	1	1	1	1	1	1	1	1	1	1	1	1	1	1							

Cost Center: **Joint Replacement Institute** 7071

Census (Visits)	Days							Evenings	Nights
	DIR	Clinic Manager	Administrative Assistant	Surgery Coordinator	Office Assistant	Department Assistant	Medical Assistant		
M-F only	1.0	1.0	2.0	1.0	1.0	6.0	1.0	N/A	N/A

Cost Center: **Multi-Specialty Clinic** 7092

Census (Visits)	Days	Evenings	Nights
	Department Assistant	N/A	N/A
M-F Only	8.0	0	0

Cost Center: **Cardiac Care Institute** 7079

Census (Visits)	Days	Evenings	Nights
	Department Assistant	N/A	N/A
M-F Only	5.0	0	0

Cost Center: **JRI Research** 7097

Fixed Staff	Days	Evenings	Nights
	Clinical Research Coordinator	N/A	N/A
M-F Only	1.0	0	0

Unit: ICU Cost center 6010 Staffing Plan reflects 7 days/week Sunday through Saturday.
ICU Resource RN & Charge RN (CN) cover lunch and breaks

Census	7a to 7p			6a-2:30p	2:30p - 11p	7p to 7a		
	CN	Res RN	RN	C.N.A./US	C.N.A./US	CN	ResRN	RN
1	1	0	1	0	0	1	0	1
2	1	0	1	0	0	1	0	1
3	1	0	2	0	0	1	0	2
4	1	0	2	0	0	1	0	2
5	1	0	3	0	0	1	0	3
6	1	0	3	0	0	1	0	3
7	1	0	4	0	0	1	0	4
8	1	0	4	0	0	1	0	4
9	1	0	5	0	0	1	0	5
10	1	1	5	0	0	1	1	5
11	1	1	6	0	0	1	1	6
12	1	1	6	0	0	1	1	6
13	1	1	7	0	0	1	1	7
14	1	1	7	0	0	1	1	7
15	1	1	8	0	0	1	1	8

Census	7a to 7p			6a-2:30p	2:30p - 11p	7p to 7a		
	CN	Res RN	RN	C.N.A./US	C.N.A./US	CN	ResRN	RN
16	1	1	8	1	1	1	1	8
17	1	1	9	1	1	1	1	9
18	1	1	9	2	1	1	1	9
19	1	1	10	2	1	1	1	10
20	1	1	10	2	1	1	1	10
21	1	1	11	2	1	1	1	11
22	1	1	11	2	1	1	1	11
23	1	1	12	2	2	1	1	12
24	1	1	12	2	2	1	1	12
25	1	1	13	2	2	1	1	13
26	1	1	13	2	2	1	1	13
27	1	1	14	2	2	1	1	14
28	1	1	14	2	2	1	1	14
29	1	1	15	2	2	1	1	15
30	1	1	15	2	2	1	1	15
31	1	1	16	2	2	1	1	16

Census	7a to 7p			6a-2:30p	2:30p - 11p	7p to 7a		
	CN	Res RN	RN	C.N.A./US	C.N.A./US	CN	ResRN	RN
32	1	1	16	2	2	1	1	16
33	1	1	17	2	2	1	1	17
34	1	1	17	2	2	1	1	17
35	1	1	18	2	2	1	1	18
36	1	1	18	2	2	1	1	18
37	1	1	19	2	2	1	1	19
38	1	1	19	2	2	1	1	19
39	1	1	20	2	2	1	1	20

Fixed Staff	Days 7:30 am - 4:00 pm		Evenings	Nights
	Nursing Director	Office Coordinator	N/A	N/A
M-F Only	0.5	0.5	0	0

Unit: DICU Cost center 6011 Staffing Plan reflects 7 days/week Sunday through Saturday.
ICU Resource RN & Charge RN (CN) cover lunch and breaks

Census	7a to 7p		7p to 7a	
	RN	CNA	RN	CNA
1	2	0	2	0
2	2	0	2	0
3	2	0	2	0
4	2	0	2	0
5	3	0	3	0
6	3	0	3	0
7	4	0	4	0
8	4	0	4	0
9	5	0	5	0
10	5	0	5	0

Fixed Staff	Days 7:30 am - 4:00 pm		Evenings	Nights
	Nursing Director	Office Coordinator	N/A	N/A
M-F Only	shared with 6010	0	0	0

Unit 5th floor Telemetry: Cost Center 6151 - Staffing Plan reflects 7 days/week Sunday through Saturday.
Break Relief column indicates hours required to cover RN lunch & breaks.

Census	7a to 7p							7p to 7a						
	CN	RNs	Break Relief RN Hrs		CNA	PCT(MT)	PCT(US)	CN	RNs	Break Relief RN Hrs		CNA	PCT(MT)	US
1	0	2	3		0	1	0	0	2	3		0	1	0
2	0	2	3		0	1	0	0	2	3		0	1	0
3	0	2	3		0	1	0	0	2	3		0	1	0
4	0	2	3		0	1	0	0	2	3		0	1	0
5	0	2	3		0	1	0	0	2	3		0	1	0
6	0	2	3		0	1	0	0	2	3		0	1	0
7	0	2	3		0	1	0	0	2	3		0	1	0
8	0	2	3		0	1	0	0	2	3		0	1	0
9	0	3	5		0	1	0	0	3	5		0	1	0
10	1	3	5		0	1	0	1	3	5		0	1	0
11	1	3	5		0	1	0	1	3	5		0	1	0
12	1	3	5		0	1	0	1	3	5		0	1	0
13	1	4	6		1	1	0	1	4	6		1	1	0
14	1	4	6		2	1	0	1	4	6		1	1	0

Census	7a to 7p							7p to 7a						
	CN	RNs	Break Relief RN Hrs		CNA	PCT(MT)	PCT(US)	CN	RNs	Break Relief RN Hrs		CNA	PCT(MT)	US
15	1	4	6		2	1	0	1	4	6		1	1	0
16	1	4	6		2	1	0	1	4	6		2	1	0
17	1	5	7		2	1	0	1	5	7		2	1	0
18	1	5	7		2	1	0	1	5	7		2	1	0
19	1	5	7		2	1	0	1	5	7		2	1	0
20	1	5	7		2	1	0	1	5	7		2	1	0
21	1	6	8		2	1	0	1	6	8		2	1	0
22	1	6	8		2	1	0	1	6	8		2	1	0
23	1	6	8		2	1	0	1	6	8		2	1	0
24	1	6	8		2	1	0	1	6	8		2	1	0
25	1	7	10		2	1	0	1	7	10		2	1	0
26	1	7	10		2	1	0	1	7	10		2	1	0
27	1	7	10		2	1	1	1	7	10		2	1	0
28	1	7	10		2	1	1	1	7	10		2	1	0
29	1	8	11		2	1	1	1	8	11		2	1	0

Census	7a to 7p							7p to 7a						
	CN	RNs	Break Relief RN Hrs		CNA	PCT(MT)	PCT(US)	CN	RNs	Break Relief RN Hrs		CNA	PCT(MT)	US
30	1	8	11		2	1	1	1	8	11		2	1	0
31	1	8	11		2	1	1	1	8	11		2	1	0
32	1	8	11		3	1	1	1	8	11		2	1	0
33	1	9	12		3	1	1	1	9	12		2	1	0
34	1	9	12		3	1	1	1	9	12		2	1	0
35	1	9	12		3	1	1	1	9	12		2	1	0
36	1	9	12		3	1	1	1	9	12		3	1	0
37	1	10	13		3	1	1	1	10	13		3	1	0
38	1	10	13		3	1	1	1	10	13		3	1	0
39	1	10	13		3	1	1	1	10	13		3	1	0
40	1	10	13		3	1	1	1	10	13		3	1	0
41	1	11	15		3	1	1	1	11	15		3	1	0
42	1	11	15		3	1	1	1	11	15		3	1	0
43	1	11	15		3	1	1	1	11	15		3	1	0
44	1	11	15		3	1	1	1	11	15		3	1	0

Census	7a to 7p							7p to 7a						
	CN	RNs	Break Relief RN Hrs		CNA	PCT(MT)	PCT(US)	CN	RNs	Break Relief RN Hrs		CNA	PCT(MT)	US
45	1	12	16		3	1	1	1	12	16		3	1	0
46	1	12	16		3	1	1	1	12	16		3	1	0
47	1	12	16		3	1	1	1	12	16		3	1	0
48	1	12	16		4	1	1	1	12	16		3	1	0
49	2	13	17		4	1	1	1	13	17		4	1	0
50	2	13	17		4	1	1	1	13	17		4	1	1
51	2	13	17		4	1	1	1	13	17		4	1	1
52	2	13	17		4	1	1	1	13	17		4	1	1

Fixed Staff	Days 7:30 am - 4:00 pm		Evenings	Nights
	Nursing Director	Office Coordinator	N/A	N/A
M-F Only	0.5	0.33	0	0

Unit DOU: Cost Center 6150 - Staffing Plan reflects 7 days/week Sunday through Saturday.
Break Relief column indicates hours required to cover RN lunch & breaks.

Census	7a to 7p			7p to 7a		
	RN	Break Relief RN	CNA	RN	Break Relief RN	CNA
1	2	3	0	2	3	0
2	2	3	0	2	3	0
3	2	3	0	2	3	0
4	3	5	0	3	5	0
5	3	5	0	3	5	0
6	3	5	0	3	5	0
7	4	6	0	4	6	0
8	4	6	1	4	6	1
9	4	6	1	4	6	1
10	5	7	1	5	7	1
11	5	7	1	5	7	1
12	5	7	1	5	7	1

FY2019

MT will go to 2 when the total on the 5th floor is at 53

Fixed Staff	Days 7:30 am - 4:00 pm		Evenings	Nights
	Nursing Director	Office Coordinator	N/A	N/A
M-F Only	shared with 6151	0	0	0

Unit: 6th Med /Surg: Cost Center 6170 - Staffing Plan reflects 7 days/week Sunday through Saturday.
Break Relief column indicates hours required to cover RN lunch & breaks.

Census	7a to 7p					3p to 11p		7p to 7a			
	CN	RN	Break Relief RN Hrs	CNA	US	CNA	US	CN	RN	Break Relief RN Hrs	CNA
1	0	2	3	0	0	0	0	0	2	3	0
2	0	2	3	0	0	0	0	0	2	3	0
3	0	2	3	0	0	0	0	0	2	3	0
4	0	2	3	0	0	0	0	0	2	3	0
5	0	2	3	0	0	0	0	0	2	3	0
6	0	2	3	0	0	0	0	0	2	3	0
7	0	2	3	0	0	0	0	0	2	3	0
8	0	2	3	1	0	1	0	0	2	3	1
9	0	2	3	1	0	1	0	0	2	3	1
10	0	2	3	1	0	1	0	0	2	3	1
11	1	3	5	1	0	1	0	1	3	5	1
12	1	3	5	1	0	1	0	1	3	5	1
13	1	3	5	2	1	1	0	1	3	5	1
14	1	3	5	2	1	1	0	1	3	5	1
15	1	3	5	2	1	1	0	1	3	5	1
16	1	4	6	2	1	2	1	1	4	6	1
17	1	4	6	2	1	2	1	1	4	6	1
18	1	4	6	2	1	2	1	1	4	6	1
19	1	4	6	2	1	2	1	1	4	6	1
20	1	4	6	2	1	2	1	1	4	6	2
21	1	5	7	2	1	2	1	1	5	7	2
22	1	5	7	2	1	2	1	1	5	7	2

Census	7a to 7p					3p to 11p		7p to 7a			
	CN	RN	Break Relief RN Hrs	CNA	US	CNA	US	CN	RN	Break Relief RN Hrs	CNA
23	1	5	7	2	1	2	1	1	5	7	2
24	1	5	7	2	1	2	1	1	5	7	2
25	1	5	7	2	1	2	1	1	5	7	2
26	1	6	8	2	1	2	1	1	6	8	2
27	1	6	8	2	1	2	1	1	6	8	2
28	1	6	8	2	1	2	1	1	6	8	2
29	1	6	8	2	2	2	1	1	6	8	2
30	1	6	8	3	2	2	1	1	6	8	2
31	1	7	10	3	2	2	2	1	7	10	2
32	1	7	10	3	2	2	2	1	7	10	2
33	1	7	10	3	2	2	2	1	7	10	2
34	1	7	10	3	2	3	2	1	7	10	2
35	1	7	10	3	2	3	2	1	7	10	2
36	1	8	11	3	2	3	2	1	8	11	3
37	1	8	11	3	2	3	2	1	8	11	3
38	1	8	11	3	2	3	2	1	8	11	3
39	1	8	11	3	2	3	2	1	8	11	3
40	1	8	11	4	2	3	2	1	8	11	3
41	1	9	9	4	2	3	2	1	9	9	3
42	1	9	9	4	2	3	2	1	9	9	3
43	1	9	9	4	2	3	2	1	9	9	3
44	1	9	9	4	2	3	2	1	9	9	3
45	1	9	9	4	2	3	2	1	9	9	3

Census	7a to 7p					3p to 11p		7p to 7a			
	CN	RN	Break Relief RN Hrs	CNA	US	CNA	US	CN	RN	Break Relief RN Hrs	CNA
46	1	10	10	4	2	4	2	1	10	10	3
47	1	10	10	4	2	4	2	1	10	10	4
48	1	10	10	4	2	4	2	1	10	10	4
49	1	10	10	4	2	4	2	1	10	10	4
50	1	10	10	5	2	4	2	1	10	10	4
51	1	11	12	5	2	4	2	1	11	12	4
52	1	11	12	5	2	4	2	1	11	12	4
53	1	11	12	5	2	4	2	1	11	12	4
54	1	11	12	5	2	4	2	1	11	12	4
55	1	11	12	5	2	4	2	1	11	12	4
56	1	12	13	5	2	4	2	1	12	13	4
57	1	12	13	5	2	4	2	1	12	13	4
58	1	12	13	5	2	4	2	1	12	13	4
59	1	12	13	5	2	4	2	1	12	13	4
60	1	12	13	5	2	4	2	1	12	13	4
61	1	13	14	5	2	4	2	1	13	14	4
62	1	13	14	5	2	4	2	1	13	14	4
63	1	13	14	5	2	4	2	1	13	14	4
64	1	13	14	5	2	4	2	1	13	14	4

Fixed Staff	Days 7:30 am - 4:00 pm		Evenings	Nights
	Nursing Director	Office Coordinator	N/A	N/A
M-F Only	0.33	0.33	0	0

Unit 7 Med/Surg - Cost Center 6171 - Staffing Plan reflects 7 days/week Sunday through Saturday.
Break Relief column indicates hours required to cover RN lunch & breaks.

Census	7a to 7p					3p to 11p		7p to 7a			
	CN	RN	Break Relief RN Hrs	CNA	US	CNA	US	CN	RN	Break Relief RN Hrs	CNA
1	0	2	3	0	0	0	0	0	2	3	0
2	0	2	3	0	0	0	0	0	2	3	0
3	0	2	3	0	0	0	0	0	2	3	0
4	0	2	3	0	0	0	0	0	2	3	0
5	0	2	3	0	0	0	0	0	2	3	0
6	0	2	3	0	0	0	0	0	2	3	0
7	0	2	3	0	0	0	0	0	2	3	0
8	0	2	3	1	0	1	0	0	2	3	1
9	0	2	3	1	0	1	0	0	2	3	1
10	4hrs	2	3	1	0	1	0	4hrs	2	3	1
11	4hrs	3	5	1	0	1	0	4hrs	3	5	1
12	4hrs	3	5	1	0	1	0	4hrs	3	5	1
13	4hrs	3	5	1	0	1	0	4hrs	3	5	1
14	4hrs	3	5	1	0	1	1	4hrs	3	5	1
15	4hrs	3	5	1	0	1	1	4hrs	3	5	1
16	4hrs	4	6	1	0	1	1	4hrs	4	6	1
17	4hrs	4	6	2	1	2	1	4hrs	4	6	1
18	4hrs	4	6	2	1	2	1	4hrs	4	6	1

Census	7a to 7p					3p to 11p		7p to 7a			
	CN	RN	Break Relief RN Hrs	CNA	US	CNA	US	CN	RN	Break Relief RN Hrs	CNA
19	4hrs	4	6	2	1	2	1	4hrs	4	6	1
20	4hrs	4	6	2	1	2	1	4hrs	4	6	1
21	4hrs	5	7	2	1	2	1	4hrs	5	7	1
22	4hrs	5	7	2	1	2	1	4hrs	5	7	2
23	4hrs	5	7	2	1	2	1	4hrs	5	7	2
24	4hrs	5	7	2	1	2	1	4hrs	5	7	2
25	4hrs	5	7	2	1	2	1	4hrs	5	7	2
26	4hrs	6	8	2	1	2	1	4hrs	6	8	2
27	4hrs	6	8	2	1	2	1	4hrs	6	8	2
28	4hrs	6	8	2	1	2	1	4hrs	6	8	2
29	4hrs	6	8	2	1	2	1	4hrs	6	8	2
30	4hrs	6	8	2	1	2	1	4hrs	6	8	2
31	4hrs	7	10	2	1	2	1	4hrs	7	10	2
32	4hrs	7	10	2	1	2	1	4hrs	7	10	2

Fixed Staff	Days 7:30 am - 4:00 pm		Evenings	Nights
	Nursing Director	Office Coordinator	N/A	N/A
M-F Only	0.5	0.5	0	0

Unit 7 Med/Surg Korean Pavillion - Cost Center 6171 - Staffing Plan reflects 7 days/week Sunday through Saturday.
Break Relief column indicates hours required to cover RN lunch & breaks.

Census	7a to 7p				3p to 11p	7p to 7a			
	CN	RN	Break Relief RN Hrs	CNA	CNA	CN	RN	Break Relief RN Hrs	CNA
1	0	2	3	0	0	0	2	3	0
2	0	2	3	0	0	0	2	3	0
3	0	2	3	0	0	0	2	3	0
4	0	2	3	0	0	0	2	3	0
5	0	2	3	0	0	0	2	3	0
6	0	2	3	0	0	0	2	3	0
7	0	2	3	0	0	0	2	3	0
8	0	2	3	1	1	0	2	3	0
9	0	2	3	1	1	0	2	3	1
10	4hrs	2	3	1	1	4hrs	2	3	1
11	4hrs	3	5	1	1	4hrs	3	5	1
12	4hrs	3	5	1	1	4hrs	3	5	1
13	4hrs	3	5	1	1	4hrs	3	5	1
14	4hrs	3	5	1	1	4hrs	3	5	1
15	4hrs	3	5	1	1	4hrs	3	5	1
16	4hrs	4	6	1	1	4hrs	4	6	1
17	4hrs	4	6	2	2	4hrs	4	6	1

Census	7a to 7p				3p to 11p	7p to 7a			
	CN	RN	Break Relief RN Hrs	CNA	CNA	CN	RN	Break Relief RN Hrs	CNA
18	4hrs	4	6	2	2	4hrs	4	6	1
19	4hrs	4	6	2	2	4hrs	4	6	1
20	4hrs	4	6	2	2	4hrs	4	6	2
21	4hrs	5	7	2	2	4hrs	5	7	2
22	4hrs	5	7	2	2	4hrs	5	7	2
23	4hrs	5	7	2	2	4hrs	5	7	2
24	4hrs	5	7	2	2	4hrs	5	7	2
25	4hrs	5	7	2	2	4hrs	5	7	2
26	4hrs	6	8	2	2	4hrs	6	8	2
27	4hrs	6	8	2	2	4hrs	6	8	2
28	4hrs	6	8	2	2	4hrs	6	8	2
29	4hrs	6	8	2	2	4hrs	6	8	2
30	4hrs	6	8	2	2	4hrs	6	8	2

Fixed Staff	Days 7:30 am - 4:00 pm		Evenings	Nights
	Nursing Director	Office Coordinator	N/A	N/A
M-F Only	shared with 6171 & 6173	0	0	0

Unit 7 Oncology - Cost Center 6173 - Staffing Plan reflects 7 days/week Sunday through Saturday.
Break Relief column indicates hours required to cover RN lunch & breaks.

Census	7a to 7p					3p to 11p		7p to 7a			
	CN	RN	Break Relief RN Hrs	CNA	US	CNA	US	CN	RN	Break Relief RN Hrs	CNA
1	0	2	3	0	0	0	0	0	2	3	0
2	0	2	3	0	0	0	0	0	2	3	0
3	0	2	3	0	0	0	0	0	2	3	0
4	0	2	3	0	0	0	0	0	2	3	0
5	0	2	3	0	0	0	0	0	2	3	0
6	0	2	3	0	0	0	0	0	2	3	0
7	0	2	3	0	0	0	0	0	2	3	0
8	0	2	3	1	0	1	0	0	2	3	1
9	0	2	3	1	0	1	0	0	2	3	1
10	4hrs	3	5	1	0	1	0	4hrs	3	5	1
11	4hrs	3	5	1	0	1	0	4hrs	3	5	1
12	4hrs	3	5	1	1	1	0	4hrs	3	5	1
13	4hrs	3	5	1	1	1	0	4hrs	3	5	1
14	4hrs	3	5	1	1	1	0	4hrs	3	5	1
15	4hrs	4	6	1	1	1	0	4hrs	4	6	1
16	4hrs	4	6	1	1	1	1	4hrs	4	6	1
17	4hrs	4	6	2	1	2	1	4hrs	4	6	1
18	4hrs	4	6	2	1	2	1	4hrs	4	6	1

Census	7a to 7p					3p to 11p		7p to 7a			
	CN	RN	Break Relief RN Hrs	CNA	US	CNA	US	CN	RN	Break Relief RN Hrs	CNA
19	4hrs	4	6	2	1	2	1	4hrs	4	6	1
20	4hrs	5	7	2	1	2	1	4hrs	5	7	2
21	4hrs	5	7	2	1	2	1	4hrs	5	7	2
22	4hrs	5	7	2	1	2	1	4hrs	5	7	2
23	4hrs	5	7	2	1	2	1	4hrs	5	7	2
24	4hrs	6	8	2	1	2	1	4hrs	6	8	2
25	4hrs	6	8	2	1	2	1	4hrs	6	8	2
26	4hrs	6	8	2	1	2	1	4hrs	6	8	2
27	4hrs	6	8	2	1	2	1	4hrs	6	8	2
28	4hrs	6	8	2	1	2	1	4hrs	6	8	2
29	4hrs	6	8	2	1	2	1	4hrs	6	8	2
30	4hrs	7	10	2	1	2	1	4hrs	7	10	2
31	4hrs	7	10	2	1	2	1	4hrs	7	10	2
32	4hrs	7	10	2	1	2	1	4hrs	7	10	2

Fixed Staff	Days 7:30 am - 4:00 pm		Evenings	Nights
	Nursing Director	Office Coordinator	N/A	N/A
M-F Only	0.5	0	0	0

Unit Acute Rehab - Cost Center 6440 - Staffing Plan reflects 7 days/week Sunday through Saturday.
Break Relief column indicates hours required to cover RN lunch & breaks. Additional staff RN is provided to cover during lunch and break.

Census	7a to 7p				3p to 11p	7p to 7a		
	RN	Break Relief RN Hrs	CNA	US	CNA	RN	Break Relief RN Hrs	CNA
1	2	3	0	0	0	2	3	0
2	2	3	0	0	0	2	3	0
3	2	3	0	0	0	2	3	0
4	2	3	0	0	0	2	3	0
5	2	3	0	0	0	2	3	0
6	2	3	1	0	1	2	3	1
7	2	3	1	0	1	2	3	1
8	2	3	1	0	1	2	3	1
9	2	3	1	0	1	2	3	1
10	2	3	1	0	1	2	3	1
11	3	5	1	0	1	3	5	1
12	3	5	1	0	1	3	5	1

Census	7a to 7p				3p to 11p	7p to 7a		
	RN	Break Relief RN Hrs	CNA	US	CNA	RN	Break Relief RN Hrs	CNA
13	3	5	1	0	1	3	5	1
14	3	5	2	0	1	3	5	1
15	3	5	2	0	1	3	5	1
16	4	6	2	0	1	4	6	1
17	4	6	2	0	1	4	6	1
18	4	6	2	0	2	4	6	1
19	4	6	2	0	2	4	6	1

Fixed Staff	Days 7:30 am - 4:00 pm		Evenings	Nights
	Nursing Director	Office Coordinator	N/A	N/A
M-F Only	0.33	0.33	0	0

Unit: ED Weekday
Date: 10/29/2018

Emergency Dept: Cost Center 7010 Staffing Plan reflects 7 days/week Sunday through Saturday.
Break relief included in body count.

Census (Visits)	7a to 7p				9a	11a	3p	7p to 7a		
	RN	Triage RN	ED EMT(12hr)	ED Coordinator (US) (12hr)	RN	RN	RN	RN	Triage RN	ED EMT (12hr)
1	3	1	1	1	2	2	1	3	1	1
2	3	1	1	1	2	2	1	3	1	1
3	3	1	1	1	2	2	1	3	1	1
4	3	1	1	1	2	2	1	3	1	1
5	3	1	1	1	2	2	1	3	1	1
6	3	1	1	1	2	2	1	3	1	1
7	3	1	1	1	2	2	1	3	1	1
8	3	1	1	1	2	2	1	3	1	1
9	3	1	1	1	2	2	1	3	1	1
10	3	1	1	1	2	2	1	3	1	1
11	3	1	1	1	2	2	1	3	1	1
12	3	1	1	1	2	2	1	3	1	1
13	3	1	1	1	2	2	1	3	1	1

Unit ED Weekday
Date: 10/29/2018

Census (Visits)	7a to 7p			10a	9a	11a	3p	7p to 7a		
	RN	Triage RN	ED EMT(12hr)	ED Coordinator (US) (12hr)	RN	RN	RN	RN	Triage RN	ED EMT (12hr)
14	3	1	1	1	2	2	1	3	1	1
15	3	1	1	1	2	2	1	3	1	1
16	3	1	1	1	2	2	1	3	1	1
17	3	1	1	1	2	2	1	3	1	1
18	3	1	1	1	2	2	1	3	1	1
19	3	1	1	1	2	2	1	3	1	1
20	3	1	1	1	2	2	1	3	1	1
21	3	1	1	1	2	2	1	3	1	1
22	3	1	1	1	2	2	1	3	1	1
23	3	1	1	1	2	2	1	3	1	1
24	3	1	1	1	2	2	1	3	1	1
25	3	1	1	1	2	2	1	3	1	1
26	3	1	1	1	2	2	1	3	1	1
27	3	1	1	1	2	2	1	3	1	1
28	3	1	1	1	2	2	1	3	1	1

Unit ED Weekday
Date: 10/29/2018

Census (Visits)	7a to 7p				9a	11a	3p	7p to 7a		
	RN	Triage RN	ED EMT(12hr)	ED Coordinator (US) (12hr)	RN	RN	RN	RN	Triage RN	ED EMT (12hr)
29	3	1	1	1	2	2	1	3	1	1
30	3	1	1	1	2	2	1	3	1	1
31	3	1	1	1	2	2	1	3	1	1
32	3	1	1	1	2	2	1	3	1	1
33	3	1	1	1	2	2	1	3	1	1
34	3	1	1	1	2	2	1	3	1	1
35	3	1	1	1	2	2	1	3	1	1
36	3	1	1	1	2	2	1	3	1	1
37	3	1	1	1	2	2	1	3	1	1
38	3	1	1	1	2	2	1	3	1	1
39	3	1	1	1	2	2	1	3	1	1

Fixed Staff	Days 7:30 am - 4:00 pm		Evenings	Nights
	Nursing Director	Office Coordinator	N/A	N/A
M-F Only	0.5	1.0	0	0

Acute Renal (Inpatient Dialysis) Dept: Cost Center 7740 Employee lunches are self scheduled.

Census (Cases)	RNs	Hours
1	1	6 hrs
2	1	11-12 hrs
3	2	18
4	2	24
5	3	30
6	3	36
7	4	42
8	4	48
9	5	54
10	5	60
11	6	66
12	6	72
13	7	78
14	7	84
15	8	90
16	8	96
17	9	102
18	9	108
19	10	114
20	10	120
21	11	126
22	11	132
23	12	138
24	12	144
25	13	150
26	13	156
27	14	162
28	14	168
29	15	174
30	15	180
	Fixed Staff	
	M-Sat Only	5-6/day
	Sun - 3 RNs scheduled	

St. Vincent Dialysis Center (SVDC) Out-Patient Clinic (POB), Cost Center 7183
Breaks are scheduled Closed on Sundays.

	RNs & CHTs staggered		ue Section - Work a Monday - Friday Sched						
Ave Daily Census =55-68 txs/day	RN - Work a Monday - Saturday Schedule	Cal. Hemo. Dialysis Tech. - Work a Monday - Saturday Schedule	Registered Dietician	Office Coord	Clerk	Bio Med	Licensed Social worker LCSW	Clinic Coordinator	Acute and Chronic Dialysis RN Director
50-68	3	7	1	1	1	1	1.26	1	1

Risk Management
Monday - Friday
8:00 - 4:30

Day of Week	Day		
	Census	Dir	Mgr
Monday	N/A	1	N/A
Tuesday	N/A	1	N/A
Wednesday	N/A	1	N/A
Thursday	N/A	1	N/A
Friday	N/A	1	N/A
Saturday	N/A	N/A	N/A
Sunday	N/A	N/A	N/A

Infection Prevention
Monday - Friday
8:00 - 4:30

Day of Week	Day			
	Census	Dir	Infect. Preventionist	Data Coord.
Monday	N/A	1	1	1
Tuesday	N/A	1	1	1
Wednesday	N/A	1	1	1
Thursday	N/A	1	1	1
Friday	N/A	1	1	1
Saturday	N/A	N/A	N/A	N/A
Sunday	N/A	N/A	N/A	N/A

Quality Management
Monday - Friday
8:00 - 4:30

Day of Week	Day				
	Census	Dir	Mgr	Qual Coord.	Data Coord.
Monday	N/A	1	1	4	1
Tuesday	N/A	1	1	4	1
Wednesday	N/A	1	1	4	1
Thursday	N/A	1	1	4	1
Friday	N/A	1	1	4	1
Saturday	N/A	N/A	N/A	N/A	N/A
Sunday	N/A	N/A	N/A	N/A	N/A

Case Management

Monday - Friday with reduced Saturday and Sunday staffing

9:00 - 5:30

Day*					
Census	Dept. Mgr.	Case Manager	ED Case Manager	D/C Planner	Dept. Coord.
110	1	6	1	3	1
115	1	6	1	4	1
120	1	7	1	4	1
125	1	7	1	4	1
130	1	7	1	4	1
135	1	8	1	4	1
140	1	8	1	4	1
145	1	8	1	4	1
150	1	8	1	4	1
155	1	9	1	4	1
160	1	9	1	4	1
165	1	9	1	4	1
170	1	9	1	4	1

* M-F Day shift only - Saturday and Sunday 1-2 Case Managers and/or 1-2 Discharge Planners

Unit: MOR Weekday (Closed – Weekend)

Census	0645-1415										1445-2215								2215- 0600
	Dir.	Educ	CN RN	Res RN	RN	STs	Res ST	US	Orderly/ Ancillary	Anes Tech	CN RN	Res RN	RN	STs	Res ST	US	Orderly/ Ancillary	Anes Tech	
1	1	1	1	0	1	1	0	1	1	1	1	0	1	1	0	0	1	0	On call teams
2	1	1	1	0	2	2	0	1	1	1	1	0	1	1	0	0	1	1	
3	1	1	1	0	3	3	0	1	1	1	1	0	3	3	0	0	1	1	
4	1	1	1	0	4	4	0	1	2	1	1	0	4	4	0	1	2	1	
5	1	1	1	1	5	5	1	1	2	1	1	1	5	5	1	1	2	1	
6	1	1	1	1	6	6	1	1	2	1	1	1							
7	1	1	1	1	7	7	1	1	2	1	1	1							

Core Staffing is composed of RN and ST; each case/ procedure requires 1 RN & 1 ST.

Assumptions:

1. Depending on the number of OR Suites opened, the number of core staff will be based on opened OR suites as first case
2. Resource staff (RN) will provide breaks and meal reliefs 3-4 reliefs per resource staff
   Resource staff (ST) will provide reliefs 4-5 per resource
   Ratio of resource staff: 2RN: 1 ST

Unit DOR Weekday (Closed – Weekend)

Census	0645-1415										1445-2215	2215- 0600
	Dir.	Educ	CN RN	Res RN	RN	STs	Res ST	US	Orderly/ Ancillary	Anes Tech		
1	1	1	1	0	1	1	0	1	1	1	Staffing is staggered from AM shift to cover late cases with support from MOR	On call teams
2	1	1	1	0	2	2	0	1	1	1		
3	1	1	1	0	3	3	0	1	1	1		
4	1	1	1	0	4	4	0	1	1	1		
5	1	1	1	1	5	5	1	1	1	1		
6	1	1	1	1	6	6	1	1	1	1		
7	1	1	1	1	7	7	1	1	1	1		

Unit: GI Lab

Core Staffing is composed of RN and ST; each case/ procedure requires 1 RN & 1 ST.

1. Depending on the number of GI Lab suites opened, the number of core staff will be based on opened GI Lab suites as first case
2. There are only 2 GI Lab suites used on a daily basis.

Census	0645-1515								1515-2215	2215-0645
	Dir.	Educ	CN RN	Res RN	RN	STs	Res ST	Orderly/ Ancillary	Staffing is staggered from AM shift to cover late cases with support from MOR and/ or CSPD When cases are finished early, GI Lab staff covers the unit by on call.	On call teams
1	1	1	1	0	1	1	0	1		
2	1	1	1	0	2	2	0	1		
3	1	1	1	0	2	2	0	1		
4	1	1	1	0	2	2	0	1		
5	1	1	1	1	2	2	1	1		
6	1	1	1	1	2	2	1	1		
7	1	1	1	1	2	2	1	1		

Unit: PACU

1. Phase 1 requires 1-2 patient per RN
2. There are 8 bays on the Phase1 area ; total 8 FTEs

Census	0730-1600						1600-2230					2230-0730
	Dir.	CN RN	Res RN	RN	US	Orderly/ Ancillary	CN RN	Res RN	RN	US	Orderly/ Ancillary	
1	1	1	0	1	1	1	1	0	1	1	.5	On call teams
2	1	1	0	2	1	1	1	0	1	1	.5	
3	1	1	0	3	1	1	1	0	2	1	.5	
4	1	1	0	4	1	1	1	0	3	1	.5	
5	1	1	1	5	1	1	1	1	4	1	.5	
6	1	1	1	6	1	1	1	1	5	1	.5	
7	1	1	1	7	1	1	1	1	5	1	.5	
8	1	1	1	7	1	1	1	1	5	1	.5	

Unit: SSU

1. Early morning RN admits for early case starts

Census	0730-1600						1600-2230					2230-0730
	Dir.	CN RN	Res RN	RN	US	Orderly/ Ancillary	CN RN	Res RN	RN	US	Orderly / Ancillary	
1	1	1	0	1	1	.5	1	0	1	1	.5	Unit Closed
2	1	1	0	2	1	.5	1	0	1	1	.5	
3	1	1	0	2	1	.5	1	0	2	1	.5	
4	1	1	0	3	1	.5	1	0	2	1	.5	
5	1	1	0	3	1	.5	1	0	2	1	.5	
6	1	1	1	4	1	1	1	0	3	1	.5	
7	1	1	1	4	1	1	1	0	3	0	.5	
8	1	1	1	5	1	1	1	0	3	0	.5	

SVMC Telecom Staffing Matrix

Operators	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
6:30 -3:00	1	2	2	2	2	2	1
2:30 - 11:00	1	2	2	2	2	2	1
11:00 - 6:30	1	2	2	2	2	2	1

Telecom Tech	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
6:30 -3:00		1	1	1	1	1	

Lead Operator	1
Operators	4
Peridium operator	1
Telecom Tech	1

St. Vincent Medical Center
MOTC

Monday - Friday 7:30am - 5:00pm

	Census	Admin Assist.	Office Supervisor	Registered RD	IT Data Analyst	Outreach Mgr.	Operations Mgr.	Quality Mgr.	Lead RN Coord.	Tx Director	Fiancial Counselors	Dept. Assist	QC RN	Social Work	RN Coord	Med. Assist	Data Coord	Clinical care cood	Concierge	PA's	Tx Pharmacist
Monday	N/A	1	1	1	1	1	1	1	1	1	5	11	0.05	2	7	3	2	1	2	8	1
Tuesday	N/A	1	1	1	1	1	1	1	1	1	5	11	0.05	2	7	3	2	1	2	8	1
Wednesday	N/A	1	1	1	1	1	1	1	1	1	5	11	0.05	2	7	3	2	1	2	8	1
Thursday	N/A	1	1	1	1	1	1	1	1	1	5	11	0.05	2	7	3	2	1	2	8	1
Friday	N/A	1	1	1	1	1	1	1	1	1	5	11	0.05	2	7	3	2	1	2	8	1
Saturday	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Sunday	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Title 11, California Code of Regulations, § 999.5(d)(5)(E)

Exhibit 10

ST. VINCENT MEDICAL CENTER (SVMC) Human Resources Policy and Procedures Manual	Page: 1 of 2	Originating Department: Human Resources	Originating Date: 04/2009	Reviewed No Revisions: 07/2017 Revised:
SUBJECT: Open Door and Problem Resolution	**APPROVAL:** Quality Committee of the Board			
REFERENCES:				

PURPOSE

To encourage associates and provide a mechanism for addressing their work-related concerns.

POLICY

St. Vincent Medical Center is committed to providing a workplace conducive to open discussion of any work-related problem, concern, suggestion or question and is committed to complying with the laws and regulations to which we are subject, as well as with our Standards of Conduct.

Part of this commitment is encouraging an open and honest atmosphere in which any work-related problem, concern, suggestion or question receives a timely response from the Hospital's management or Human Resources.

The Hospital strives to treat all associates with dignity and respect and associates are encouraged to offer positive and constructive feedback.

If an associate disagrees with established rules of conduct, policies, procedures or practices, he or she can express the concern through the problem resolution procedure. There will be no retaliation, formally or informally, for voicing a concern with the Hospital in a reasonable, professional manner or for using the problem resolution procedure. The use of the problem resolution procedure does not relieve the associate from complying with established rules of conduct, policies, procedures or practices.

If a situation occurs where an associate believes that a decision affecting him or her or other associates is unjust or inequitable, the associate is encouraged to use the problem resolution procedure.

While not every problem can be resolved to everyone's total satisfaction; understanding and the discussion of problems between associates and/or members of management can develop trust and confidence between parties. The understanding and confidence is important to the operation of an efficient and effective work environment.

PROCEDURE

1. The associate must address his or her work-related concern with his or her immediate manager as soon as possible after the date of the event(s) upon which the concern is based. If the associate believes that his or her immediate manager is not the

appropriate person with whom to raise such matters, the associate should bring the concern to the attention of the Human Resources Department.

2. The manager should respond to the problem during the discussion, or after consulting with Human Resources as soon as possible. The manager should document the discussion. Any concerns expressed to a manager that indicates a violation or potential violation of Hospital policies should promptly be brought to the attention of Human Resources. Human Resources will determine whether a formal or informal investigation is warranted based upon the associate's concern and how the investigation will be conducted.
3. To the extent possible, all concerns, all information gathered, and the terms of resolution in the investigation shall be treated as confidential as practicable, consistent with the situation, releasing such information only to those whom, in the Hospital's judgment, should be informed.
4. Should the associate still have concerns following the steps outlined above the associate may elevate the concern to the highest level of management in his or her chain of command and the Vice President, Human Resources. This level of management will review the concern, and find out what was done to address the concern prior, and render a final decision, in writing, endeavoring to resolve the situation. The decision at this level is final.

Title 11, California Code of Regulations, § 999.5(d)(5)(E)

Exhibit 11

Exhibit 11

St. Vincent Medical Center List of Policies and Procedures that Address Employee Wages, Salaries, Benefits, Working Conditions and Employment Protections

1. Alcohol and Drug Misuse
2. Associate General Hospital Orientation
3. Attendance and Punctuality
4. Bereavement
5. California Paid Sick Leave
6. Compensation and Salary Administration
7. Competency
8. Confidentiality
9. Conflicts of Interest
10. Cultural Diversity
11. Disability and Religious Observance Accommodation
12. Disruptive Behavior
13. Distribution or Posting of Literature
14. Dress Code
15. Employment At-will
16. Employment Status
17. Equal Employment Opportunity
18. Extended Sick leave
19. Family Care and Medical Leave of Absence
20. Fitness for Duty
21. Gifts and Awards for SVMC Associates
22. Holiday Pay
23. Introductory Period
24. Jury Duty, Witness Duty, and Voting Leave
25. Language in the Workplace
26. Management of Deployed Emergency Staff
27. Medical, Dental, Vision, and Life Insurance Plans
28. Military Leave of Absence
29. Open Door and Problem Resolution
30. Organ and Bone Marrow Donation Leave
31. Overtime
32. Paid Time Off
33. Paid Time Off (PTO) Hardship Withdrawals
34. Paid Time Off Donation
35. Pay for Relief Work in Higher Classification
36. Performance Evaluations and Job Descriptions

37. Performance Management
38. Personal Leave of Absence
39. Personnel Records and Access to Records
40. Pre-Employment Backgrounds Check
41. Preservation of Documents
42. Privacy in the Workplace
43. Prohibition against Sexual Harassment and other Harassment
44. Proof of Right to work in the United States
45. PTO Cash Pay Out
46. Recognition of Service
47. Rehire and Reinstatement
48. Rideshare Incentive Program
49. Selection and Placement
50. Separation of Employment and Exit Interview
51. Smoke Free & Tobacco Free Environment
52. Solicitation and Distribution
53. Staff Rights
54. Standards for Conduct
55. Subpoena Process and Request for Employment Records
56. Time and Attendance Recordkeeping
57. Time off for Emergency Rescue Personnel
58. Time off for School Activities
59. Time off for Victims of Crimes, Sexual Assault or Domestic Abuse
60. Tuition Reimbursement
61. Unemployment Insurance
62. Use of Cellular Telephones and Wireless Devices
63. Use of Hospital Intranet and Email
64. Use of Medical Center Owned Assets
65. Verification of Employment of Medical Center Staff
66. Verification of Licensure and Credentials
67. Wage Assignments Garnishments and Collection Letters
68. Working Hours and Pay Practices
69. Workplace Violence

Employment Policies for all Verity Associates

1. Gifts and Awards
2. Non-Retaliation
3. Labor Productivity Management
4. Position Control
5. Shift Differential
6. Standards for Associate Conduct
7. Transfer Policy
8. Values Line Reporting and Response

Title 11, California Code of Regulations, § 999.5(d)(5)(E)

Exhibit 12

ST. VINCENT MEDICAL CENTER (SVMC) Human Resources Policy and Procedures Manual	Page: 1 of 3	Originating Department: Human Resources	Originating Date: 11/1981	Reviewed No Revisions: 07/2017 Revised: 07/2009
SUBJECT: Standards for Conduct	APPROVAL: Quality Committee of the Board			
REFERENCES:				

PURPOSE

To establish acceptable standards for conduct that help to create a positive and professional work environment at St. Vincent Medical Center.

POLICY

To ensure orderly operations and to provide the best possible work environment, the Medical Center expects associates to follow standards of conduct that will protect the interests and safety of all patients, associates and the Medical Center. Conduct that is offensive to patients or fellow associates, discredits the Medical Center, interferes with business operations, or any other conduct that any reasonable person would believe is adverse to the Medical Center's interests will not be tolerated.

Associates are subject to disciplinary action up to and including termination of employment at-will, for unsatisfactory performance on the job, failure to meet standards with regard to quality or quantity of work, or for breach of any of the Medical Center's Conduct Guidelines. These guidelines are designed to protect the interests of the Medical Center, its patients, and staff. Since there are a wide variety of unpredictable and individual situations, it should be recognized that these guidelines are not an all inclusive list, but merely examples.

PROCEDURE

1. CONDUCT GUIDELINES

   The following Conduct Guideline infractions are cause for corrective disciplinary action ranging from verbal warning to termination of employment:

   a. Failure or refusal to comply with a directive given by an immediate supervisor or engaging in willful abuse of the Medical Center's building, equipment or other property.
   b. Smoking in unauthorized areas.
   c. Excessive or unexcused absenteeism or tardiness.
   d. Occurrence of "No Call/No Show."

e. Leaving assigned work area without permission.
f. Failure to report an accident involving a patient, visitor or self.
g. Theft, regardless of value.
h. Dishonesty in dealing with the Medical Center, including falsification of hospital forms.
i. Knowingly clocking in for another associate or having someone clock in for self.
j. Use, sale, solicitation, unauthorized possession of, or being under the influence of alcohol, chemicals, or illegal drugs (including narcotics and controlled substances) on work time or on Medical Center property.
k. Discourteous treatment, abusiveness, or actual or threatened violence toward fellow associates, patients, visitors or guests of the Medical Center.
l. Acts of dishonesty or unauthorized possession, use or removal of hospital, patient, or associates property, records, or other materials.
m. Bringing firearms or weapons into the hospital or onto the Medical Center grounds.
n. Indecent conduct on Medical Center premises.
o. Conviction of any crime which renders an associate unsuitable for continued employment.
p. Violation of the Medical Center's non-solicitation rule.
q. Sleeping on the job.
r. Failure to conform to dress and appearance standards.
s. Release of confidential information to unauthorized persons and misuse of the availability of or access to confidential information.
t. Working overtime without authorization.
u. Violation of the Medical Center's harassment policy including sexual harassment.
v. Refusal to cooperate in an investigation by the Medical Center for suspected wrongdoing when requested.
w. Gross carelessness/negligence of duties which could, result in spoilage, waste, delay or general unsatisfactory performance.
x. Parking in unauthorized areas.
y. Uncooperative attitude.
z. Failure to follow work and time schedules.
aa. Abusive or improper language.
bb. Unauthorized use of keys for the facility.
cc. Failure to follow Medical Center procedures for proper patient care or conduct which endangers or could endanger a patient.
dd. Violating safety or health rules or practices or engaging in conduct which creates a safety or health hazard.
ee. Failure to complete annual health assessment including TB screen.

#20

Title 11, California Code of Regulations, § 999.5(d)(5)(F)

For each health facility that is the subject of the agreement or transaction, all existing documents setting forth any guarantees made by any entity that would be taking over operation or control of the health facilities subject to the transaction relating to employee job security and retraining, or the continuation of current staffing levels and policies, employee wages, salaries, benefits, working conditions and employment protections

Pursuant to the APA, SGM is obligated to make offers of employment to substantially all Hospital Employees (as defined in the APA), which includes employees of Applicants and Applicants' affiliates that employ individuals at the Hospitals and other employees as scheduled in the APA. See the Asset Purchase Agreement for additional details, which is attached to Section 999.5(d)(1)(B) as Exhibit 1.

#21

Title 11, California Code of Regulations, § 999.5(d)(5)(G)

If the transaction will have any impact on reproductive health care services provided by any facility that is the subject of transaction, or any impact on the availability or accessibility of reproductive health care services, a description of all reproductive health care services provided in the last five years by each health facility that is the subject of the transaction

The Transaction is not expected to have any impact on reproductive health care services.

#22

Title 11, California Code of Regulations, § 999.5(d)(5)(H)

Statement describing all effects that the proposed agreement or transaction may have on health care services provided by the facility including, but not limited to, any changes in the types or levels of medical services that may be provided at the facility and a statement of how the proposed transaction may affect the availability and accessibility of health care in the affected communities

The proposed Transaction is expected to have a positive effect on the delivery of health care services in the communities served by the Hospitals. In fact, the parties believe that this Transaction will improve the availability and access to health care services in the affected communities.

As outlined in Schedule 8.6 to the APA, attached to this Section 999.5(d)(5)(H) as **Exhibit 1**, with limited exceptions and adaptations to conform to the present Transactions and parties, SGM has agreed to honor the applicable existing conditions contained in the Attorney General's Decision dated December 3, 2015, conditionally consenting to the proposed change in governance and control of Daughters of Charity Ministry Services Corporation and Daughters of Charity Health System (the "Prior Conditions") for a term that coincides with the remaining term applicable to each condition. The existing health care services provided at the Hospitals will remain largely unchanged as a result of this Transaction.

Importantly, by assuming most of the obligations described in the Prior Conditions, SGM is committing to maintain and improve the health care services provided in the communities the Hospitals serve. The Hospitals serve a critical role in their respective communities and the significant commitments being made by SGM will help to ensure the continued availability of these services. Following the expiration of the remaining term of the applicable Prior Condition, SGM will evaluate what operational changes, if any, may be required or recommended in connection with the future viability of each of the Hospitals and the services provided.

1. **St. Francis Medical Center**

With only limited exceptions, and adaptations to conform to the present Transactions and parties, SGM has agreed to accept the applicable Prior Conditions related to the delivery of health care services in connection with the future operation of St. Francis for the duration of their existing term. SGM does not believe any of these modifications will have a negative impact on the availability of health care services in the communities served by St. Francis.

The health care related exceptions include:

a. With respect to Prior Condition V of the St. Francis decision, SGM will not agree to maintain on-call coverage (or comparable contracts) with physicians necessary to ensure trauma coverage except to the extent required by applicable laws or regulations in order for the Hospital to retain its qualification as a trauma center. The modification to Prior

Condition V is not intended to limit the obligations of Prior Condition VI pertaining to the availability of essential medical services.

b. With respect to Prior Condition VI of the St. Francis decision, SGM will not agree to maintain, provide and expand cancer care or to not suspend or surrender beds directly supporting such services. This is because SGM will not be eligible to participate in the Federal 340B Drug Pricing Program, meaning the cost of maintaining the current cancer care services at St. Francis would be substantially higher for SGM than it is currently. There are sufficient cancer care services available to the communities served by St. Francis that the parties do not believe this modification will have any material impact on patient access.

c. With respect to Prior Condition IX of the St. Francis decision, SGM will agree to provide an annual amount of charity care equal to or greater than Eight Million Dollars ($8,000,000). As contemplated by the last paragraph of Prior Condition IX of the St. Francis decision and described in the response to Section 999.5(d)(5)(B), the Affordable Care Act has resulted in a reduction in charity care needs in the communities served by St. Francis. The reduction is supported by available financial data and we do not believe it will have a negative impact on the services available in the community.

d. With respect to Prior Condition IV of the St. Francis decision, SGM will not accept the annual cap on the maximum hours of diversion as it has no practical control over the circumstances which may cause diversion to occur.

2. **St. Vincent Medical Center**

With only limited exceptions, and adaptations to conform to the present Transactions and parties, SGM has agreed to accept the applicable Prior Conditions related to the delivery of health care services in connection with the future operation of St. Vincent for the duration of their existing term. SGM does not believe any of these modifications will have a materially adverse impact on the availability of health care services in the communities served by St. Vincent.

The health care related exceptions include:

a. With respect to Prior Condition IV of the St. Vincent decision, SGM will not agree to maintain, provide and expand cancer care, including radiation therapy or to not suspend or surrender beds directly supporting such services, since SGM will not be eligible to participate in the Federal 340B Drug Pricing Program. There are sufficient cancer care services available to the communities served by St. Vincent that the parties do not believe this modification will have any material impact on patient access.

b. SGM will agree to provide an annual amount of charity care equal to or greater than Four Hundred Thirty Thousand Dollars and Three Hundred Eighty-Four Dollars ($430,384).

3. Seton Medical Center and Seton Coastside

With only limited exceptions, and adaptations to conform to the present Transactions and parties, SGM has agreed to accept Prior Conditions related to the delivery of health care services in connection with the future operation of Seton for the duration of their existing term. SGM does not believe any of these modifications will have a material impact on the availability of health care services in the communities served by Seton.

The health care related exceptions include:

a. With respect to Prior Condition VI of the Seton decision, SGM will not agree to maintain, provide and expand cancer care at either campus, including the inpatient oncology unit, interventional radiology, radiation therapy, and infusion services or to not suspend or surrender any beds directly supporting such services. As described above with respect to St. Francis and St. Vincent, this change is required because SGM will not be eligible to participate in the Federal 340B Drug Pricing Program. There are sufficient cancer care services available the communities served by Seton that the parties do not believe this modification will have any materially adverse impact on patient access.

b. With respect to Prior Condition IX of the Seton decision, SGM will agree to provide an annual amount of charity care equal to or greater than Nine Hundred Thirty-Five Thousand, Four Hundred and Five Dollars ($935,405). As contemplated by the last paragraph of Prior Condition IX of the Seton decision, the Affordable Care Act has resulted in a reduction in charity care needs in the communities served by Seton. The reduction is supported by available financial data and we do not believe it will have a materially adverse impact on the services available in the community.

c. With respect to Prior Condition XVII of the Seton decision, SGM will not agree to the current Attorney General requirements contained in the condition as written. After the publication of the Prior Conditions, VHS applied for and received an extension from OSHPD with respect to the requirements for seismic retrofitting for the patient tower. Pursuant to the approved extension, the retrofitting of the existing patient tower must commence by April 30, 2020 with a completion date of July 1, 2022. SGM shall otherwise address the retrofitting of the Patient Tower and related operational conditions in accordance with Schedule 8.6 to the APA.

Title 11, California Code of Regulations, § 999.5(d)(5)(H)

Exhibit 1

Schedule 8.6 –AG Conditions

I. St. Francis Medical Center

St. Francis Medical Center	AG Conditions[1]	Purchaser Approved Conditions[2]
Binding Power	• Conditions shall be binding on entities enumerated in AG Conditions.	Purchaser accepts this condition with the following changes: • Conform to the transaction described in the Asset Purchase Agreement between SGM and Seller to which this Schedule 8.6 is related ("**Agreement**"). • SGM entities who are involved in the purchase of assets pursuant to the Agreement would agree to be bound by the prospective AG conditions substantively conforming to all the provisions herein.
Applicable Agreements	• Transaction consists of the following: - Transitional Consulting Services Agreement dated July 17, 2015; - Health System Management Agreement with Integrity Healthcare, LLC; - Debt Facility Commitment Letter dated July 17, 2015, signed by all the funds listed in footnote 2 and BlueMeridian Capital, LLC; - Operating Asset Purchase	Purchaser accepts this condition with the following changes: • Transaction consists of the Agreement and any and all other agreements contemplated and delivered pursuant to the Agreement including as may be applicable, financing, management services and similar agreements.

[1] The referenced conditions are, as a point of reference, reflective of the conditions contained in the Attorney General's Decision dated December 3, 2015, conditionally consenting to the proposed change in governance and control of Daughters of Charity Ministry Services Corporation and Daughters of Charity Health System (the "**Prior Conditions**").

[2] When reference is made for the proposed new AG conditions to conform to the transaction described in the Agreement, it means that, subject to any other applicable express qualifications, the condition is acceptable provided that the prospective AG conditions would address, and be consistent with, the proposed transaction pursuant to the proposed Agreement between SGM and Verity entities, and would eliminate references to the Blue Mountain entities and affiliate and the contractual arrangements between Verity entities and the Blue Mountain entities and affiliates (upon which the prior conditions were predicated), including without limitation, the System Restructuring and Support Agreement and documents delivered in connection therewith.

	Option Agreement; - Operating Asset Purchase Agreement; - Real Estate Purchase Option Agreement; - Real Estate Purchase Agreement; - Information Technology Lease Agreement; and - Deposit Escrow Agreement dated July 17, 2015.	
Notice of Sale or Transfer	*For fifteen (15) years:* •Provide written notice to AG sixty (60) days prior to entering into any sale or transfer agreement.	Purchaser accepts this condition if updated to reflect current transaction and parties.
Medical; Trauma Services	*For ten (10) years:* • Remain licensed general acute care hospital. • 24-hour emergency and trauma medical services at no less than current licensure and designation with same types and/or levels of service, including: - 46 emergency stations (minimum) - Level II Trauma - 5150 receiving facility - Psychiatric evaluation team - ED Approved for Pediatrics; and - Designation as a Paramedic Base Station (with same number of assigned paramedic units) •Annual maximum number of hours on diversion is 200. • Must give one-year advance written notice to LA-EMSA and CDPH if it seeks to reduce trauma or trauma-related care services or stop operating the Level II Trauma Center after the ten (10) years	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. • Purchaser will not agree to an annual maximum number of hours on diversion.
On-Call Coverage Contracts	*For at least ten (10) years:* • Maintain on-call coverage (or	Purchaser accepts this condition with the following changes:

	comparable) contracts with physicians at FMV necessary to ensure trauma coverage, including: - General surgery; - Trauma surgery; - Neuro-trauma surgery; - Obstetrical/gynecological surgery; - Orthopedic surgery; - Trauma orthopedic surgery; - Vascular surgery; -Cardiothoracic surgery; - Plastic surgery; - Ophthalmology; - Otolaryngology; - Anesthesia; and -Urology.	• For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. • Purchaser will not agree to maintain on-call coverage (or comparable) contracts with physicians necessary to ensure trauma coverage except to the extent required by applicable laws or regulations in order for the Hospital to retain its qualification as a trauma center, for so long as maintenance of the trauma status is required. • These qualifications are not intended to modify the following condition on Essential Medical Services.
Essential Medical Services	*For at least ten (10) years:* • Maintain, provide and expand the following services at current levels: - Cardiac services, including at a minimum, three cardiac catheterization labs and the designation as a STEMI Receiving Center; - Critical care services, including a minimum of 36 intensive care unit beds or 24 intensive care unit beds and 12 System Restructuring and Support observation beds; - Advanced certification as a Primary Stroke Center; - Neonatal intensive care services, including a minimum of 29 neonatal intensive care beds, and at minimum, maintaining a Level II Neonatal Intensive Care Unit; - Women's health services, including women's imaging services;	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. • Purchaser will not agree to maintain, provide and expand cancer care or to not suspend or surrender beds directly supporting such services.

	- Cancer services, including radiation oncology; - Pediatric services, including a minimum of 14 pediatric beds; - Orthopedic and rehabilitation services; - Wound care and hyperbaric medicine services; - Reproductive health services and expand such services to include those prohibited by the "Ethical and Religious Directives for Catholic Health Care Services" as determined by the United States Conference of Catholic Bishops; - Inpatient psychiatric services, including a minimum of 40 inpatient acute psychiatric beds; and - Obstetric services, including a minimum of 50 obstetrics beds. • SFMC shall not place all or any portion of the above in voluntary suspension or surrender its license for any of these beds or services.	
1206(d) clinics	*For five (5) years:* • (1) Operate the 1206(d) clinics (listed below) with the same number of physician and mid-level provider FTEs; or (2) sell the 1206(d) clinics (listed below) with the same number of physician and mid-level provider FTEs and require purchaser to maintain such services for five (5) years from the Closing; or (3) ensure that a third party is operating the 1206(d) clinics (listed below) with the same number of physician and mid-level provider FTEs for five (5) years and to participate in Medi-Cal and Medicare. • For any of these options, each	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.

	clinic can be moved to a different location within a three-mile radius of each clinic's current location, and St. Francis Medical Center can utilize an alternative structure (e.g., Federally Qualified Health Center, physician office practice) in providing such services. • **1206(d) clinics** - Lynwood Clinic — Family Practice and Pediatrics, located at 3628 E. Imperial Highway, #303 in Lynwood; - Downey Clinic — Family Practice and Pediatrics, located at 7840 Imperial Highway, Unit B, in Downey; and - Orthopedics Clinic, located at 3628 E. Imperial Highway, #300, in Lynwood.	
Charity Care	*For eleven (11) fiscal years :* • Provide an annual amount of Charity Care equal to or greater than $16,646,323. • For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not, decreased) by an amount equal to the Annual Percent increase. • Deficiency payments if Minimum Charity Care Amount not met.	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. • Provide an annual amount of Charity Care equal to or greater than Eight Million Dollars ($8,000,000). • Purchaser will not make any deficiency payments related to Charity Care spending into pensions.
Community Benefit Services	*For eleven (11) fiscal years:* • Provide an annual amount of Community Benefit Services equal to or greater than $1,362,680 and continue to offer the following services: - Health Benefits Resource Center; - Welcome Baby Program; - Healthy Community Initiatives;	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. • Provide an annual amount of Community Benefit Services equal to or greater than One Million, Four Hundred Thirty-Nine Thousand, Eight Hundred Fifty-

	- St. Francis Career College's access for onsite training; - Paramedic Training and Education; and - Patient Transportation support. • For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change. • Deficiency payments if Minimum Community Benefit Services Amount not met.	Four Dollars ($1,439,854).
Medicare and Medi-Cal and Managed Care	*For ten (10) years:* • Be certified to participate in the Medi-Cal program; • Maintain and have Medi-Cal Managed Care contracts with the below listed Medi-Cal Managed Care Plans to provide the same types and levels of emergency and non-emergency services at St. Francis Medical Center to Medi-Cal beneficiaries (both Traditional Medi-Cal and Medi-Cal Managed Care), on the same terms and conditions as other similarly situated hospitals offering substantially the same services, without any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage, unless the contract is terminated for cause: - Local Initiative: LA Care Health Plan or its successor; and - Commercial Plan: Health Net Community Solutions, Inc. or its successor. • If St. Francis Medical Center questions whether it is being	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.

	reimbursed on the same terms and conditions as other similarly situated hospitals offering substantially the same services, it shall notify the AG's Office with at least 120 days' notice prior to taking any action that would effectuate any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage or prior to giving any required notice of taking such action. • Be certified to participate in the Medicare program by maintaining a Medicare Provider Number to provide the same types and levels of emergency and non-emergency services at St. Francis Medical Center to Medicare beneficiaries (both Traditional Medicare and Medicare Managed Care).	
County Contracts	*For at least ten (10) years:* • Maintain LA County contracts, including: - Radiation Therapy Services Agreement; - Impacted Hospital Program Agreement until terminated by Los Angeles County in June 2016; - Department of Mental Health Legal Entity Agreement; - Mental Health Services Agreement Contract Allowable Rate-Fee for Service Medi-Cal Acute Psychiatric Inpatient Services; - EDAP Confirmation Agreement; - Designation Agreement (72-Hours Evaluation and Intensive Treatment Facility); - Paramedic Base Hospital Services Agreement;	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. • Conform to current transaction

	- Trauma Center Services Agreement; - Trauma Center Services Augmentation Agreement until terminated by Los Angeles County in December 2015; - Nursing Affiliation Agreement; and - Hospital Preparedness Program Agreement. • Provide to LA County information and documents related to staffing assessments, clinical guidelines, services provided, and technology needs for St. Francis Medical Center. The goal is to ensure that St. Francis Medical Center's decisions or changes in these areas will not be motivated by a desire to move away from serving the Medi-Cal population. Such information and documents will also be provided to the Local Governing Board.	
Local Governing Board of Directors	*For ten (10) years:* •Have a Local Governing Board of Directors and consult with Board prior to changes.	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.
Capital Commitment	• Reserve or expend the $180 million capital commitment.	Purchaser accepts this condition with the following changes: • Capital commitment will be adjusted as follows: -Prorated to adjust commitment to reflect percentage of assets St. Francis Medical Center represents against the total value of all assets in the Verity Health System; - The capital commitment will be reduced by the amount Seller has already expended for capital from the Closing of the Blue Mountain transaction through Closing under

		the Agreement. - All to be paid or reserved over a five (5) year period after Closing of the Agreement. - The total capital requirements for St. Francis Medical Center, Seton Medical Center / Coastside, and St. Vincent Medical Center will not exceed Seventy-Five Million Dollars ($75,000,000).
Pension Obligations	• Comply with existing pension obligations.	Purchaser does not accept this condition.
Staff Privileges	• Maintain privileges for current medical staff in good standing at Closing. • Maintain medical staff officers, committee chairs, and independence of medical staff, and such persons shall remain in good standing for the remainder of their tenure.	• Purchaser accepts this condition consistent with the Agreement. • Agreed to the extent reasonably within SGM's control.
Seismic Compliance	• Commit necessary investments to maintain OSHPD seismic compliance requirements of hospital through 2030.	Purchaser accepts this condition.
Update Bylaws and Conflict of Interest Policy	•Within sixty (60) days, update Bylaws as specified and adopt same Conflict of Interest Policy as DCHS. •Within ninety (90) days of closing, provide copies of amended and restated governing documents.	Purchaser does not accept this condition because it is not applicable to a for-profit health system or consistent with this transaction.
Reproductive Health Services and LGBT Discrimination	• There shall be no restriction or limitation on providing or making reproductive health services and no discrimination against LGBT individuals. Both of these must be set forth in written policies.	Purchaser accepts this condition.

Accounting of Charitable Assets	• At least thirty (30) days prior to Closing, provide to the Attorney General's Office an accounting of all charitable assets.	Purchaser does not accept this condition because it is not acquiring the Foundations.
Compliance Reports and Provision of Information	• Provide reports/information as required by AG for eleven years.	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.
Consent to Conditions	• Implicit/explicit consent to conditions and waiver of any right to seek judicial relief.	Purchaser accepts this condition with the following changes: • Implicit/explicit consent to conditions and waiver of any right to seek judicial relief as long as consistent with the Agreement.

II. St. Vincent Medical Center

St. Vincent Medical Center	**AG Conditions**	**Purchaser Approved Conditions**
Binding Power	• Conditions shall be binding on entities enumerated in AG Conditions.	Purchaser accepts this condition with the following changes: • Conform to the transaction described in the Agreement. • SGM entities who are involved in the purchase of assets pursuant to the Agreement would agree to be bound by prospective AG conditions substantively conforming to all the provisions herein.
Applicable Agreements	• Transaction consists of the following: - Transitional Consulting Services Agreement dated July 17, 2015; - Health System Management Agreement with Integrity Healthcare, LLC; - Debt Facility Commitment Letter dated July 17, 2015, signed by all the funds listed in footnote 2 and BlueMeridian Capital, LLC; - Operating Asset Purchase Option Agreement;	Purchaser accepts this condition with the following changes: • Transaction consists of the Agreement and any and all other agreements contemplated and delivered pursuant to the Agreement including, as may be applicable, financing, management services and similar agreements.

	- Operating Asset Purchase Agreement; - Real Estate Purchase Option Agreement; - Real Estate Purchase Agreement; - Information Technology Lease Agreement; and - Deposit Escrow Agreement dated July 17, 2015.	
Notice of Sale or Transfer	*For fifteen (15) years:* •Provide written notice to AG sixty (60) days prior to entering into any sale or transfer agreement.	Purchaser accepts this condition if updated to reflect current transaction and parties.
Essential Medical Services	*For five (5) years:* • Remain licensed general acute care hospital. • Provide the following: - 24-hour emergency medical services, including a minimum of: - 8 emergency beds/stations and 6 Fast Track treatment stations, and the requirements set by the County of Los Angeles Emergency Medical Services for 911 Receiving Hospitals; - Acute rehabilitation services, including a minimum of 19 licensed acute rehabilitation beds; - Intensive care/critical care services, including a minimum of 30 licensed intensive care beds; - Cardiac services, including cardiac surgery and a minimum of 4 cardiac catheterization labs; -Cancer services, including radiation therapy; - Gastroenterology services; - Imaging and laboratory services; - Nephrology services, including end stage renal disease program, acute inpatient dialysis unit, and	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. • Purchaser will not agree to maintain, provide and expand cancer care, including radiation therapy or to not suspend or surrender beds directly supporting such services.

	hemodialysis treatments; - Neurology and neurotology services, including neurosurgery; - Orthopedics, joint replacement, and spine care services; - Transplant services, including kidney and multi-organ transplant procedures for kidney/pancreas double transplants; and - Outpatient dialysis services **within 5 miles of St. Vincent Medical Center** by either (1) operating St. Vincent Dialysis Center, or (2) transferring St. Vincent Dialysis Center to a separate entity and requiring that entity to operate it for 5 years from the closing date of the System Restructuring and Support Agreement and to participate in the Medi-Cal and Medicare programs as required in Condition VII, or (3) ensuring that a third party is operating an outpatient dialysis center(s) at current levels for 5 years from the closing date of the System Restructuring and Support Agreement	

	and that such center(s) participate in the Medi-Cal and Medicare programs as required in Condition VII. • St. Vincent Medical Center shall not place all or any portion of its above-listed licensed-bed capacity or services in voluntary suspension or surrender its license for any of these beds or services.	
OB & Reproductive Services	*Within five (5) years:* • If St. Vincent Medical Center provides obstetrical services within five years from the closing date of the System Restructuring and Support Agreement, St. Vincent Medical Center shall also provide reproductive health services including such services prohibited by the "Ethical and Religious Directives for Catholic Health Care Services" as determined by the United States Conference of Catholic Bishops.	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. .
1206(d) clinics	*For five (5) years:* • (1) Operate the 1206(d) clinics (listed below) at same levels; OR (2) sell the 1206(d) clinics (listed below) with the same number of physician and mid-level provider FTEs and require purchaser to maintain such services for five (5) years from the Closing; OR (3) ensure that a third party is operating the 1206(d) clinics (listed below) at the same levels for five (5) years and to participate in Medi-Cal and Medicare as stated in Condition VII. • For any of these options, each clinic can be moved to a different	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. .

	location within a two-mile radius of each clinic's current location, and SVMC can utilize an alternative structure (e.g., Federally Qualified Health Center, physician office practice) in providing such services. • **1206(d) clinics** - Joint Replacement Institute, located at 2200 West 3rd Street in Los Angeles; - Multi-Organ Transplant Center, located at 2200 West 3rd Street in Los Angeles; - Spine Institute, located at 2200 West 3rd Street in Los Angeles; - Cancer Treatment Center, located at 201 S. Alvarado Street in Los Angeles; and - Cardiac Care Institute, located at 201 S. Alvarado Street in Los Angeles.	
Charity Care	*For six (6) fiscal years:* • Provide an annual amount of Charity Care equal to or greater than $407,513. • For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not, decreased) by an amount equal to the Annual Percent increase. • Deficiency payments if Minimum Charity Care Amount not met.	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. • Provide an annual amount of Charity Care equal to or greater than Four Hundred Thirty Thousand Dollars and Three Hundred Eighty-Four Dollars ($430,384). • Purchaser will not make any deficiency payments related to Charity Care spending into pensions.
Community Benefit Services	*For six (6) fiscal years:* • Provide an annual amount of Community Benefit Services at St. Vincent Medical Center equal to or greater than $1,076,459 exclusive of any funds from grants. For six fiscal years, the following community benefit programs and services shall continue to be offered:	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. • Provide an annual amount of Community Benefit Services at St. Vincent Medical Center equal to or

	- Health Benefits Resource Center or similar services; and - Asian Pacific Liver Center. • Further planning of and changes to, the community benefit services provided at St. Vincent Medical Center shall be decided upon by the St. Vincent Medical Center's Board of Directors after consultation with the Local Governing Board of Directors as set forth in Condition XI. • For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change. • Deficiency payments if Minimum Community Benefit Services Amount not met	greater than of One Million Seventy-Six Thousand and Four Hundred Fifty-Nine Dollars ($1,076,459) exclusive of any funds from grants.
Medicare and Medi-Cal and Managed Care	*For five (5) years:* • Be certified to participate in the Medi-Cal program; • Maintain and have Medi-Cal Managed Care contracts with the below listed Medi-Cal Managed Care Plans to provide the same types and levels of emergency and non-emergency services at St. Vincent Medical Center to Medi-Cal beneficiaries (both Traditional Medi-Cal and Medi-Cal Managed Care), on the same terms and conditions as other similarly-situated hospitals offering substantially the same services, without any loss; interruption of service or diminution in quality, or gap in contracted hospital coverage, unless the contract is terminated for cause: - Local Initiative Plan: LA Care Health Plan or its successor; and	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.

	- Commercial Plan: Health Net Community Solutions, Inc. or its successor. • If St. Vincent Medical Center questions whether it is being reimbursed on the same terms and conditions as other similarly situated hospitals offering substantially the same services, it shall notify the AG's Office with at least 120 days' notice prior to taking any action that would effectuate any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage or prior to giving any required notice of taking such action. •Be certified to participate in the Medicare program by maintaining a Medicare Provider Number to provide the same types and levels of emergency and non-emergency services at St. Vincent Medical Center to Medicare beneficiaries (both Traditional Medicare and Medicare Managed Care).	
County Contracts	*For at least five (5) years:* • Maintain contracts and any amendments and exhibits thereto with the County of Los Angeles for services, including the following: - Hospital Preparedness Program Agreement; - Radiation Therapy Services Agreement; and - Physician Post Graduate Training Agreement. • Provide to the Los Angeles County Department of Health Services and Los Angeles County of Department of Mental Health information and documents related to staffing assessments, clinical guidelines, services provided, and technology needs for St. Vincent	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. • Conform to current transaction.

	Medical Center. The goal is to ensure that St. Vincent Medical Center's decisions or changes in these areas will not be motivated by a desire to move away from serving the Medi-Cal population. Such information and documents will also be provided to the Local Governing Board.	
Local Governing Board of Directors	*For five (5) years:* •Have a Local Governing Board of Directors and consult with Board prior to changes.	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.
Capital Commitment	• Reserve or expend the $180 million capital commitment.	Purchaser accepts this condition with the following changes: • Capital commitment will be adjusted as follows: -Prorated to adjust commitment to reflect percentage of assets St. Francis Medical Center represents against the total value of all assets in the Verity Health System; - The capital commitment will be reduced by the amount Seller has already expended for capital from the Closing of the Blue Mountain transaction through Closing under the Agreement. - All to be paid or reserved over a five (5) year period after Closing of the Agreement. The total capital requirements for St. Francis Medical Center, Seton Medical Center / Coastside, and St. Vincent Medical Center will not exceed Seventy-Five Million Dollars ($75,000,000).
Pension Obligations	• Comply with pension obligations.	Purchaser does not accept this condition.
Staff Privileges	• Maintain privileges for current medical staff in good standing at	• Purchaser accepts this condition consistent with Agreement.

	Closing. • Maintain medical staff officers, committee chairs, and independence of medical staff, and such persons shall remain in good standing for the remainder of their tenure.	• Agreed to the extent reasonably within SGM's control.
Seismic Compliance	• Commit necessary investments to maintain OSHPD seismic compliance requirements through 2030 • Purchaser shall commit the necessary capital investment required to refurbish St. Vincent Medical Center's elevators in order to meet the City of Los Angeles' Elevator Code.	• Purchase accepts this condition subject to completion of project to refurbish 6 elevators prior to closing.
Update Bylaws and Conflict of Interest Policy	• Within sixty (60) days, update Bylaws as specified and adopt same Conflict of Interest Policy as DCHS. • Within ninety (90) days of Closing, provide copies of amended and restated governing documents.	Purchaser does not accept this condition because it is not applicable to a for-profit health system or consistent with this transaction .
Reproductive Health Services and LGBT Discrimination	• There shall be no restriction or limitation on providing or making reproductive health services and no discrimination against LGBT individuals. Both of these must be set forth in written policies.	Purchaser accepts this condition.
Accounting of Charitable Assets	• At least thirty (30) days prior to Closing, provide to the AG's Office an accounting of all charitable assets.	Purchaser does not accept this condition because it is not relevant to the current transaction.
Compliance Reports and Provision of Information	• Provide reports/information as required by AG for eleven years.	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.
Consent to Conditions	• Implicit/explicit consent to conditions and waiver of any right to seek judicial relief.	Purchaser accepts this condition with the following changes: • Implicit/explicit consent to conditions and waiver of any right

		to seek judicial relief as long as consistent with the Agreement.

III. Seton Medical Center

Seton Medical Center	AG Conditions	Purchaser Approved Conditions
Binding Power	• Conditions shall be binding on entities enumerated in AG Conditions.	Purchaser accepts this condition with the following changes: • Conform to the transaction described in the Agreement. • SGM entities who are involved in the purchase of assets pursuant to the Agreement would agree to be bound by the prospective AG conditions substantively conforming to all the provisions herein.

Applicable Agreements	• Transaction consists of the following: - Transitional Consulting Services Agreement dated July 17, 2015; - Health System Management Agreement with Integrity Healthcare, LLC; - Debt Facility Commitment Letter dated July 17, 2015, signed by all the funds listed in footnote 2 and BlueMeridian Capital, LLC; - Operating Asset Purchase Option Agreement; - Operating Asset Purchase Agreement; - Real Estate Purchase Option Agreement; - Real Estate Purchase Agreement; - Information Technology Lease Agreement; and - Deposit Escrow Agreement dated July 17, 2015.	Purchaser accepts this condition with the following changes: • Transaction consists of the Agreement and any and all other agreements contemplated and delivered pursuant to the Agreement including, as may be applicable, financing, management services and similar agreements.
Notice of Sale or Transfer	*For fifteen (15) years:* • Provide written notice to AG sixty (60) days prior to entering into any sale or transfer agreement.	Purchaser accepts this condition if updated to reflect current transaction and parties.
Trauma Services	*For ten (10) years* • Seton Medical Center shall remain licensed general acute care hospital and maintain current services at current levels: - 24-hour emergency medical services, including a minimum of 18 emergency treatment stations; - Cardiac services, including the 2 cardiac catheterization labs, including the designation as a STEMI	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.

	Receiving Center; - Intensive care and coronary care services, including a minimum of 20 intensive care and coronary care beds; - Advanced certification as a Primary Stroke Center; - Women's health services, Seton Breast Health Center, and women's imaging and mammography services; and - Sub-acute services, including a minimum of 44 sub-acute beds and Medi-Cal Certification and Joint Commission Accreditation as a sub-acute unit. • Seton Medical Center shall not place all or any portion of its above-listed licensed-bed capacity or services in voluntary suspension or surrender its license for any of these beds or services.	
OB & Reproductive Services	*Within ten (10) years:* If Seton Medical Center provides obstetrical services within ten years from the closing date of the System Restructuring and Support Agreement, Seton Medical Center shall also provide reproductive health services including such services prohibited by the "Ethical and Religious Directives for Catholic Health Care Services" as determined by the United States Conference of Catholic Bishops.	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.
Essential Medical Services	*For at least five (5) years:* • Seton Medical Center shall maintain the following at current levels: - Gastroenterology services, including enteroscopy, endoscopy, and colonoscopy services;	Seton Medical Center: Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.

	- Cancer services, including inpatient oncology unit, interventional radiology, radiation therapy, and infusion services; - Orthopedics and rehabilitation services, including joint replacement and spine care services; - Diabetes services, including Northern California Diabetes Institute; - Wound care services, including Seton Center for Advanced Wound Care; and - Nephrology services, including inpatient and outpatient dialysis services. • Seton Medical Center shall not place all or any portion of its above-listed licensed-bed capacity or services in voluntary suspension or surrender its license for any of these beds or services. *For at least ten (10) years:* •**Seton Coastside** shall maintain and provide the following services at current licensure, types, and/or levels of services at Seton Coastside: - 24-hour "standby" emergency services, with a minimum of 7 treatment stations; and - Skilled nursing services, including a minimum of 116 licensed skilled nursing beds.	• Purchaser will not agree to maintain, provide and expand cancer care at either campus, including inpatient oncology unit, interventional radiology, radiation therapy, and infusion services or to not suspend or surrender any beds directly supporting such services. Seton Coastside: Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.
Charity Care	*For six (6) fiscal years:* • Seton Medical Center and Seton Coastside shall provide an annual amount of Charity Care at Seton Medical Center and Seton Coastside equal to or greater than $1,721,301. • For the second fiscal year and each subsequent fiscal year, the	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions. • Seton Medical Center and Seton Coastside together shall provide an annual amount of Charity Care at

	Minimum Charity Care Amount shall be increased (but not, decreased) by an amount equal to the Annual Percent increase. • Deficiency payments if Minimum Charity Care Amount not met.	Seton Medical Center and Seton Coastside total that is equal to or greater than Nine Hundred Thirty-Five Thousand and Four Hundred Five Dollars ($935,405). • Purchaser will not make any deficiency payments related to Charity Care spending into pensions.
Community Benefit Services	*For six (6) fiscal years:* • Seton Medical Center and Seton Coastside shall provide an annual amount of Community Benefit Services equal to or greater than $794,324 exclusive of any funds from grants. For six fiscal years, the following community benefit programs and services shall continue to be offered: - Health Benefits Resource Center; and - RotaCare Clinic. • For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change. • Deficiency payments if Minimum Community Benefit Services Amount not met.	Purchaser accepts this condition with the following changes: • For a term which coincides with the remaining term applicable to this provision, for this facility, in the Prior Conditions. • Seton Medical Center and Seton Coastside together shall provide an annual total amount of Community Benefit Services equal to or greater than Eight Hundred Forty-Eight Thousand and Four Hundred Thirty-Four Dollars ($848,434) exclusive of any funds from grants.
Medicare and Medi-Cal and Managed Care	*For ten (10) years:* • Both Seton Medical Center and Seton Coastside shall: • Be certified to participate in the Medi-Cal program; • Maintain and have Medi-Cal Managed Care contracts with San Mateo Health Commission dba Health Plan of San Mateo or its successor to provide the same types and levels of emergency and non-emergency services at Seton	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.

	Medical Center and Seton Coastside to Medi-Cal beneficiaries (both Traditional Medi-Cal and Medi-Cal Managed Care), on the same terms and conditions as other similarly situated hospitals offering substantially the same services, without any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage, unless the contract is terminated for cause • If SMC or Seton Coastside questions whether it is being reimbursed on the same terms and conditions as other similarly situated hospitals offering substantially the same services, it shall notify the AG's Office with at least 120 days' notice prior to taking any action that would effectuate any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage or prior to giving any required notice of taking such action. • Be certified to participate in the Medicare program by maintaining a Medicare Provider Number to provide the same types and levels of emergency and non-emergency services at SMC and Seton Coastside to Medicare beneficiaries (both Traditional Medicare and Medicare Managed Care).	
San Mateo County Contracts / "Safety Net" Hospital Status	*For at least five (5) years:* • Maintain San Mateo County contracts, including: - Data Usage Agreements between San Mateo County and Seton Medical Center; - Patient Transfer Agreement between San Mateo County Medical Center and Seton Medical Center;	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.

	- Agreement dated July 2013 (effective October 1, 2013) whereby the County of San Mateo agrees to provide financial support for Seton Medical Center in exchange for Seton Medical Center's agreement to maintain its role as a safety net provider in San Mateo County, unless otherwise terminated earlier by the County of San Mateo; - San Mateo ACE Program Hospital Agreement; and - Agreements with Local Hospitals and Healthcare Facilities Participating in the National Bioterrorism Hospital Preparedness Program Grant.	
Current Agreements (Medical Foundation)	• Verity Medical Foundation will continue to fulfill the terms of the following agreements and amendments thereto: - Medi-Cal Medical Services Agreement Between San Mateo Health Commission and Referral Provider dated May 2014; - Care Advantage Medical Services Agreement Between San Mateo Health Commission and Primary Care Physician dated July 2014; - Medi-Cal Medical Services Agreement Between San Mateo Health Commission and Primary Care Physician dated July 2014; - Healthworx Medical Services Agreement Between San Mateo Community Health Authority and Primary Care Physician dated July 2014; - Healthworx Medical Services Agreement between San Mateo Community Health Authority and Referral Provider dated June 2014; and - Care Advantage Medical Services Agreement Between San	Purchaser does not accept this condition because it is not relevant to the current transaction.

	Mateo Health Commission and Referral Provider dated August 2014.	
Local Governing Board of Directors	*For ten (10) years:* •Seton Medical Center and Seton Coastside shall have a Local Governing Board of Directors and consult with Board prior to changes.	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.
Capital Commitment	• Reserve or expend the $180 million capital commitment.	Purchaser accepts this condition with the following changes: • Capital commitment will be adjusted as follows: -Prorated to adjust commitment to reflect percentage of assets St. Francis Medical Center represents against the total value of all assets in the Verity Health System; - The capital commitment will be reduced by the amount Seller has already expended for capital from the Closing of the Blue Mountain transaction through Closing under the Agreement. - All to be paid or reserved over a five (5) year period after Closing of the Agreement. - The total capital requirements for St. Francis Medical Center, Seton Medical Center / Coastside, and St. Vincent Medical Center will not exceed Seventy-Five Million Dollars ($75,000,000).
Pension Obligations	• Comply with pension obligations.	Purchaser does not accept this condition.
Staff Privileges	• Seton Medical Center and Seton Coastside shall maintain privileges for current medical staff in good standing at Closing. • Maintain medical staff officers, committee chairs, and independence of medical staff, and	• Purchaser accepts this condition consistent with Agreement. • Agreed to the extent reasonably within SGM's control.

	such persons shall remain in good standing for the remainder of their tenure.	
Seismic Compliance	• Commit necessary investments to maintain OSHPD seismic compliance requirements of hospital through 2030, including: • Construction of, completion of, and obtaining a Certificate of Occupancy by July 1, 2019 for a new Patient Tower at Seton Medical Center, with at least 104 beds for general acute care, perinatal care, and intensive care services, with at least 12 critical care beds and 8 perinatal beds; OR • retrofitting of and obtaining a Construction Final by July 1, 2019 for Seton Medical Center's current Patient Tower. (For building new Patient Tower, buyer shall submit Construction Documents to OSHPD by deadline provided for, and shall obtain a Certificate of Occupancy from OSHPD by deadline. For retrofitting Seton Medical Center's current Patient Tower, buyer shall submit Construction Documents to OSHPD deadline, shall obtain a building permit for retrofitting Seton Medical Center's current Patient Tower from OSHPD and shall obtain a Construction Final from OSHPD by specified deadlines.	• Purchaser does not agree to current AG conditions but will agree to: -Promptly assess feasibility of retrofitting the Patient Tower; -Operate current Patient Tower for up to five (5) years following Closing; -Retrofit the Patient Tower or build a new hospital facility. • The preceding commitment and other operational conditions for SMC assume and are conditioned on SMC obtaining necessary waivers or other authority from OSHPD and the State to permit continued operation of SMC through such five (5) year period, pending replacement or retrofit of the current Patient Tower, and receipt by Purchaser of all PACE financing funds at currently accrued levels (i.e. approximately $40 million).
Update Bylaws and Conflict of Interest Policy	•Within sixty (60) days, update Bylaws as specified and adopt same Conflict of Interest Policy as DCHS. •Within ninety (90) days of closing, provide copies of amended and restated governing documents.	Purchaser does not accept this condition because it is not applicable to a for-profit health system or consistent with this transaction.
Reproductive Health Services	• There shall be no restriction or limitation on providing or making	Purchaser accepts this condition.

	reproductive health services.	
Accounting of Charitable Assets	• At least thirty (30) days prior to Closing, provide to the AG's Office an accounting of all charitable assets. [Have we verified whether this is still relevant?]	Purchaser does not accept this condition because it is not relevant to the current transaction.
Compliance Reports and Provision of Information	*For eleven (11) fiscal years:* • Provide reports/information as required by AG.	Purchaser accepts this condition for a term which coincides with the remaining term applicable to this condition, for this facility, in the Prior Conditions.
Consent to Conditions	• Implicit/explicit consent to conditions and waiver of any right to seek judicial relief.	Purchaser accepts this condition with the following changes: •Implicit/explicit consent to conditions and waiver of any right to seek judicial relief as long as consistent with the Agreement.

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Title 11, California Code of Regulations, § 999.5(d)(5)(I)

Description and copy of all current contracts between the applicant and the city in which the applicant is located and current contracts between the applicant and the county in which the applicant is located for each health facility subject to the transaction

Attached to this Section 999.5(d)(5)(I) as **Exhibit 1** is a chart listing all applicable city and county contracts and a copy of each contract.

County and City Contracts

CONTRACTED PARTY	HOSPITAL	AGREEEMENT	EXHIBIT
ST VINCENT MEDICAL CENTER			
County of Los Angeles	St. Vincent Medical Center	Agreement by and between County of Los Angeles and Saint Vincent Medical Center for Participation in the Hospital Preparedness Program	1A
County of Los Angeles	St. Vincent Medical Center	Master Agreement By and Between County of Los Angeles and St. Vincent Medical Center for Radiation Therapy Services	1B
ST FRANCIS MEDICAL CENTER			
County of Los Angeles	St. Francis Medical Center	Designation Agreement Between the County of Los Angeles Department of Mental Health (LAC-DMH) and a Facility Designated (St. Francis Medical Center) and Approved as a 72-Hour Evaluation and Intensive Treatment Facility	1C
County of Los Angeles	St. Francis Medical Center	Affiliation Agreement for Physicians in Post Graduate Training	1D
County of Los Angeles	St. Francis Medical Center	Agreement by and between County of Los Angeles and St. Francis Medical Center for Participation in the Hospital Preparedness Program	1E
County of Los Angeles	St. Francis Medical Center	Contract By and Between County of Los Angeles and St. Francis Medical Center - Department of Mental Health Legal Entity Contract - Mental Health Service	1F
County of Los Angeles	St. Francis Medical Center	Contract By and Between County of Los Angeles and St. Francis Medical Center - Department of Mental Health Legal Entity Contract - Mental Health Service - Children's Counseling	1G
County of Los Angeles	St. Francis Medical Center	Agreement By and Between County of Los Angeles and St. Francis Medical Center for Paramedic Base Hospital Services	1H
County of Los Angeles	St. Francis Medical Center	Master Agreement By and Between County of Los Angeles and St. Francis Medical Center for Radiation Therapy Services	1I
County of Los Angeles	St. Francis Medical Center	Trauma Center Service Agreement By and Between County of Los Angeles and St. Francis Medical Center	1J
State of California - El Camino Community College District	St. Francis Medical Center	Hospital Affiliation Agreement for Paramedic Training Institute Students	1K

SETON MEDICAL CENTER			
County of San Mateo	Seton Medical Center (*jointly with Seton Medical Center Coastside*)	Agreement between the County of San Mateo and Seton Medical Center/Seton Coastside Medical Center - Hospital Preparedness Program	1L
County of San Mateo	Seton Medical Center	ST Segment Elevation Myocardial Infarction Care System (STEMI) Agreement between the County of San Mateo and Seton Medical Center	1M
County of San Mateo	Seton Medical Center	Agreement between Seton Medical Center and The County of San Mateo for Finanical Support for Seismic Upgrages	1N
County of San Mateo Health System	Seton Medical Center	Biosense Program Information Sharing and Data Use Agreement by and between County of San Mateo Health Center and Seton Medical Center	1O
San Francisco Health Plan	Seton Medical Center (*jointly with Seton Medical Center Coastside*)	Fee-for- Service Hospital Services Agreement by and between San Francisco Health Authority and San Francisco Community Health Authority both local governmental entities and doing business as San Francisco Helath Plan and Seton Medical Center and Seton Coastside	1P
San Mateo County Behavioral Health and Recovery Services Division	Seton Medical Center	Memorandum of Understanding between San Mateo County Behavioral Health and Recovery Services Division and Seton Medical Center – Behavioral Health and Recovery Services	1Q
San Mateo County Community College District	Seton Medical Center	Affiliation Agreement between Seton Medical Center and San Mateo Community College – Radiology Technology Program	1R
San Mateo County Community College District	Seton Medical Center (*jointly with Seton Medical Center Coastside*)	Affiliation Agreement between Seton Medical Center and San Mateo County Community College District – RN Program	1S
San Mateo County Medical Center	Seton Medical Center	Patient Transfer Agreement between San Mateo County Medical Center and Seton Medical Center	1T
San Mateo County Transit District	Seton Medical Center	Rail Shuttle Bus Service Administration Agreement by and between San Mateo County Transit District and Seton Medical Center	1U
San Mateo Health Authority dba Health Plan of San Mateo	Seton Medical Center	Medical Services Agreement between San Mateo Community Health Authority and Seton Medical Center - Access and Care for Everyone (ACE) Program	1V
San Mateo Health Commission dba Health Plan of San Mateo	Seton Medical Center	Hospital Agreement by and between the San Mateo Health Commission d.b.a. Health Plan of San Mateo, an independent public agency estabblished by the San Mateo County Board of Supervisors, and Seton Medical CenterMedi-Cal Agreement	1W
San Mateo Health Commission dba Health Plan of San Mateo	Seton Medical Center	Memorandum of Understanding between Health Plan of San Mateo and Seton Medical Center – LTC Partnership Program	1X
San Mateo Health Commission dba Health Plan of San Mateo	Seton Medical Center	Care Advantage Hospital Service Agreement Between San Mateo Health Commission d.b.a. Health Plan of San Mateo and Seton Medical Center	1Y

*** The list represents all the contracts the Applicants believe are active and were located in VHS contract database*

Title 11, California Code of Regulations, § 999.5(d)(5)(I)

Exhibit 1

1A

H-707486

DEPARTMENT OF HEALTH SERVICES

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SAINT VINCENT MEDICAL CENTER

FOR

PARTICIPATION IN THE HOSPITAL PREPAREDNESS PROGRAM

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AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
SAINT VINCENT MEDICAL CENTER
FOR
PARTICIPATION IN THE HOSPITAL PREPAREDNESS PROGRAM

This Agreement and Exhibits made and entered into this 1st day of January, 2018 by and between the County of Los Angeles, hereinafter referred to as County and Saint Vincent Medical Center, hereinafter referred to as Contractor. Saint Vincent Medical Center is located at 2131 West Third Street, Los Angeles, CA 90057.

RECITALS

WHEREAS, pursuant to the provisions of the Sections 319C-1 and 319C-2 of the Public Health Service (PHS) Act as amended by the Pandemic and All-Hazards Preparedness Act (PAHPA) of 2006, the United States Department of Health and Human Services (USDHHS), Office of the Assistant Secretary for Preparedness and Response (ASPR) awarded the Hospital Preparedness Program (HPP) grant to the County to improve the nation's public health and medical preparedness and response capabilities for emergencies, whether deliberate, accidental or naturally occurring; and

WHEREAS, the project period for this program is July 1, 2017 through June 30, 2022, with funding for this program being awarded on an annual basis under the HPP, Catalog of Federal Domestic Assistance (CFDA) Number 93.889 awarding Los Angeles County $9,263,958 in Federal Fiscal Year 2017; and

WHEREAS, Hospital is licensed as an acute care facility in accordance with the requirements of the California Health Facilities Licensure Act (Health and Safety Code Sections 1250, et seq.) and the regulations promulgated pursuant thereto, and is equipped, staffed and willing to provide medical care and treatment for and in considerations of funds or supplies and equipment provided for use by Hospital under this Agreement and upon the conditions hereinafter set forth; and

WHEREAS, it is the intent of the parties to continue to support hospital preparedness in the County by addressing the Healthcare Preparedness Capabilities, which include Healthcare System Preparedness, Healthcare System Recovery, Emergency Operations Coordination, Fatality Management, Information Sharing, Medical Surge, Responder Safety and Health and Volunteer Management; and

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the County Charter, County Code Section 2.121.250, and California Government Code Section 31000 which authorizes the Board of Supervisors to contract to address emergency preparedness.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, C, D, E, F, G, H and I are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work

1.2 EXHIBIT B - Program Details

1.3 EXHIBIT C - Contractor's Compliance with Program Grant

1.4 EXHIBIT D - Contractor's EEO Certification

1.5 EXHIBIT E - County's Administration

1.6 EXHIBIT F - Contractor's Administration

1.7 EXHIBIT G - Forms Required at the Time of Agreement Execution

1.8 EXHIBIT H - Jury Service Ordinance

1.9 EXHIBIT I - Safely Surrendered Baby Law

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersede all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 **Agreement:** This contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Exhibit A - Statement of Work.

2.2 **Agreement Term:** The twelve (12) month period beginning January 1 and ending December 31 of each year.

2.3 **Contractor:** The sole proprietor, partnership, limited liability company or corporation that has entered into this Agreement with the County to perform or execute the work covered by the Exhibit A - Statement of Work.

2.4 **Contractor's Project Manager:** The individual designated by the Contractor to administer the Agreement operations after the Agreement award.

2.5 **Day(s):** Calendar day(s) unless otherwise specified.

2.6 **DHS:** Department of Health Services

2.7 **Director:** Director of Health Services or his/her authorized designee.

2.8 **Emergency Management Officer:** The individual designated by the Contractor to administer the activities identified in the Statement of Work.

2.9 **Grant's Project Director:** Person designated by the County with authority for the County on administrative matters relating to this Agreement that cannot be resolved by the Grant's Project Manager.

2.10 **Grant's Project Manager:** Person designated by Grant's Project Director to manage the operations under this Agreement.

2.11 **Grant's Project Monitor:** Person with responsibility to oversee the day to day activities of this Agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

3.0 WORK

3.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

3.2 Participating Contractors may receive additional funding, to be used for special projects which meet Capability requirements under the applicable HPP Application and Federal program guidance. The amount of funding each eligible Contractor receives will be determined based on the amount budgeted for the project and the number of eligible Contractors participating in the special project. County shall issue to Contractor, work orders, from time to time, as necessary and shall specify all Contractor receivables (including amount of additional funding) and deliverables. Additionally, funding from other Federal grants such as the Public Health Emergency Preparedness Program and the Homeland Security Grant Program may be provided to participating contractors for projects, which assist the healthcare community in meeting Capability requirements of the HPP. This funding may be on a reimbursement basis and the amount of funding will be specified prior to commencement of the project(s) and/or purchase(s).

3.3 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3.4 As a subrecipient of the HPP grant, Contractor is subject to the terms and conditions referenced in Exhibit B - Program Details.

4.0 TERM OF AGREEMENT

4.1 The term of this Agreement shall commence on January 1, 2018, and shall remain in full force and effect until December 31, 2018. Contingent upon the continued funding of the HPP by the USDHHS ASPR, unless sooner terminated or extended, in whole or in part, this Agreement will automatically renew on an annual basis, at the sole discretion of the County through June 30, 2022, as well as automatically renew at the sole discretion of the County for the period July 1, 2022 through June 30, 2023, to coincide with the HPP funding grant's no-cost extension period during which the County may amend the individual Agreements to fully obligate the awarded funding for the HPP.

4.2 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may

be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.

5.0 AGREEMENT SUM, BILLING AND PAYMENT

5.1 The amount of HPP funding for the initial term is stated in Exhibit A, SOW. The amount of HPP funding for any annual term extension thereafter will be based on the amount of HPP funding awarded to the County and the approval of the submitted work plan under the HPP.

5.2 Should additional HPP funding, (or other Federal grants such as the Public Health Emergency Preparedness Program and the Homeland Security Grant Program) be made available for special projects which assist the healthcare community in meeting Capability requirements of the HPP, the amount each eligible Contractor receives will be determined based on the amount budgeted for the project and the number of eligible participating Contractors. This funding may be on a reimbursement basis and the amount of funding will be specified prior to commencement of the project(s) and/or purchase(s).

5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.4 No Payment for Services Provided Following Expiration/ Termination of Agreement

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Agreement. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement.

5.5 Payments

Payment for the activities identified in Exhibit A, SOW will be provided in a lump sum to each participating contractor.

5.6 Maximum Obligation of County

The annual maximum obligation of County for all services provided shall not exceed the total dollar amount of HPP grant funding made available by the USDHHS ASPR to the County to compensate Contractor and all other participating contractors under the HPP.

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

The Director shall have the authority to administer this Agreement on behalf of the County. The Director retains professional and administrative responsibility for the services rendered under this Agreement. A listing of all County Administration referenced in the following Sub-paragraphs is designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 Grant's Project Director

Responsibilities of the Grant's Project Director include:

- ensuring that the objectives of this Agreement are met; and
- providing direction to the Contractor in the areas relating to County policy, federal grant guidance requirements, information requirements, and procedural requirements.

6.2 Grant's Project Manager

6.2.1 The responsibilities of the Grant's Project Manager include:

- meeting with the Contractor's Emergency Management Officer throughout the agreement period; and
- reviewing deliverables, services, or other work provided by or on behalf of the Contractor.

6.2.2 The Grant's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

6.3 Grant's Project Monitor

The Grant's Project Monitor is responsible for interacting with the Contractor's Emergency Management Officer on an on-going basis and completing annual monitoring activities of this Agreement. The Grant Project Monitor reports to the Grant's Project Manager.

7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager within five (5) business days of such change.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with Grant's Project Manager and Grant's Project Monitor on a regular basis.

7.2 Contractor's Authorized Official(s)

7.2.1 The Contractor's Authorized Official(s) are designated in Exhibit F. The Contractor shall promptly notify the County in writing of any change in the name(s) or address(es) of the Contractor's Authorized Official(s) within five (5) business days of such change.

7.2.2 The Contractor represents and warrants that all requirements of the Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Agreement on behalf of the Contractor.

7.3 Intentionally Omitted

7.4 Intentionally Omitted

7.5 Intentionally Omitted

7.6 Intentionally Omitted

7.7 Intentionally Omitted

7.8 Intentionally Omitted

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Agreement Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared by the County and then executed by the Contractor and by the Director or his authorized designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change

of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer or designee. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his designee.

8.1.3 The Director or his designee may require, at his sole discretion, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in federal or state law or regulation, during the term of this Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law or regulation, without the need for the Contractor's written consent, to preserve this Agreement's conformity and compliance to federal and state law or regulation. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his designee.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, the County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of the County in

accordance with applicable provisions of this Agreement.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 INTENTIONALLY OMITTED

8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)

The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, the Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees, or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, the Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees, or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor shall immediately notify the County in writing, during the term of this Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor is responsible to reimburse the

County for all associated costs (repayment, fine and/or penalty) that may be incurred as a result of inappropriate claims submitted by or on behalf of one of their staff or vendors who was excluded or suspended regardless of the Contractor's prior knowledge of such exclusion or suspension. Failure of the Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

8.6 INTENTIONALLY OMITTED

8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

8.7.1 In the performance of this Agreement, the Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Agreement are incorporated herein by reference.

8.7.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-paragraph 8.7 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County

Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so the Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS- ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

8.8.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

8.8.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.8.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.8.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.

8.8.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

8.8.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.8 when so requested by the County.

8.8.7 If the County finds that any provisions of this Sub-paragraph 8.8 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

8.8.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

8.8.9 **Anti-discrimination in Services:**

The Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of Federal and State laws. For the purpose of this Sub-paragraph, discrimination in the provision of services may include, but is not limited to, the following: Denying any person any service or benefit or the availability of a facility; providing any service or benefit to a person which is not equivalent or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. The Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

8.8.10 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Agreement.

8.9.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a

"Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

3. If the Contractor is not required to comply with the Jury Service Program when this Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a

written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

8.10.1 No County employee whose position with the County enables such employee to influence the award or administration of this Agreement or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Agreement.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

8.12 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. The Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.13.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor

should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The Contractor, and its subcontractors, can access posters and other campaign material at www.babysafela.org.

8.15 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

8.15.1 The Contractor hereby warrants that neither it nor any of its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that the Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require the Contractor or any of the aforementioned parties' mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties' barring these parties from participating in a Federally funded health care

program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

8.15.2 The Contractor shall indemnify and hold the County harmless against any and all loss or damage the County may suffer arising from any exclusion or suspension of the Contractor or its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.

8.15.3 Failure by the Contractor to meet the requirements of this Sub-paragraph shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Agreement.

8.16 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.16.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.17 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.17.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.17.2 Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.

8.18 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. The Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

8.19 INTENTIONALLY OMITTED

8.20 EMPLOYMENT ELIGIBILITY VERIFICATION

8.20.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all

covered employees for the period prescribed by law.

8.20.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

8.21 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.22 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.23 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I) is applicable, the Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, the Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorize representatives, the Agreements, books, documents and records of the Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if the

Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), the Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

8.24 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

The Contractor recognizes that health care Facilities maintained by the County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by the Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by the Contractor for which the County may immediately terminate this Agreement.

8.25 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.26 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

8.26.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified

under HIPAA.

8.26.2 The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. The Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that the County has not undertaken any responsibility for compliance on the Contractor's behalf. The Contractor has not relied, and will not in any way rely, on the County for legal advice or other representations with respect to the Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

8.26.3 The Contractor and the County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA laws and implementing regulations related to transactions and code sets, privacy, and security.

8.26.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

8.27 INDEPENDENT CONTRACTOR STATUS

8.27.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.27.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.27.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

8.27.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.6 - Confidentiality.

8.28 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting the Contractor's indemnification of the County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-paragraphs 8.29 and 8.30 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon the Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

8.29.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General

Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to the County not less than 10 days prior to the Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

And

County of Los Angeles
Department of Health Services
Emergency Medical Services Agency
10100 Pioneer Boulevard, Suite 200
Santa Fe Springs, CA 90670

The Contractor also shall promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also shall promptly notify the County of any third party claim or suit filed against the Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

8.29.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under the Contractor's General Liability policy with respect to liability arising out of the Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.29.3 Cancellation of or Changes in Insurance

The Contractor shall provide the County with, or the Contractor's insurance policies shall contain a provision

that the County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

8.29.4 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Agreement. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue the Contractor reimbursement.

8.29.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by the County.

8.29.6 Contractor's Insurance Shall Be Primary

The Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to the Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.29.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.29.8 Sub-Contractor Insurance Coverage Requirements

The Contractor shall include all Sub-Contractors as insureds under the Contractor's own policies, or shall provide the County with each Sub-Contractor's separate evidence of insurance coverage. The Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and the Contractor as additional insureds on the Sub-Contractor's General Liability policy. The Contractor shall obtain the County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.29.9 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.29.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. The Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

8.29.11 Application of Excess Liability Coverage

The Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.29.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.29.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, the Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.29.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the County's determination of changes in risk exposures.

8.30 INSURANCE COVERAGE

8.30.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

8.30.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising

out of the Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.30.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If the Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that the County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to the Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.30.4 **Unique Insurance Coverage**

- **Professional Liability/Errors and Omissions**

  Insurance covering the Contractor's liability arising from or related to this Agreement, with limits of not less than $1 million per claim and $2 million aggregate. Further, the Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.31 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

The Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations,

accreditations, and certifications relating to services hereunder shall be made available to the County upon request.

8.32 INTENTIONALLY OMITTED

8.33 INTENTIONALLY OMITTED

8.34 INTENTIONALLY OMITTED

8.35 INTENTIONALLY OMITTED

8.36 INTENTIONALLY OMITTED

8.37 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.39 NOTICES

8.39.1 All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

8.39.2 **Electronic Notice:** In addition, and in lieu of written notification, the Director, or his designee, shall have the authority to issue any notice to Hospital electronically via e-

mail at the designated email address as identified in Exhibit F – Hospital's Administration. This includes all notices or demands required or permitted by the County under this Agreement.

8.40 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.41 PUBLIC RECORDS ACT

8.41.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.41.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.42 PUBLICITY

8.42.1 The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may

be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director or his designee. The County shall not unreasonably withhold written consent.

8.42.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.42 shall apply.

8.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.43.1 The Contractor shall maintain, and provide upon request by the County, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

8.43.2 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles

County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.43.3 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Service Organization Controls (SOC1) Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.43.4 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.43 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

8.43.5 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

8.44 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

8.45 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for the Contractor's services under this Agreement, the Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

8.46 SUBCONTRACTING

8.46.1 The requirements of this Agreement may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.

8.46.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.46.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.46.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.46.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its subcontractors of this County right.

8.46.6 The Director or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for its files.

8.46.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.46.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street – 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

And

County of Los Angeles
Department of Health Services
Emergency Medical Services Agency
10100 Pioneer Boulevard, Suite 200
Santa Fe Springs, CA 90670

before any subcontractor employee may perform any work hereunder.

8.47 SURVIVAL

In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement

which by their nature should survive, the following Sub-paragraphs shall survive any termination or expiration of this Agreement:

Sub-paragraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)

Sub-paragraph 8.7 (Compliance with Applicable Laws, Rules and Regulations

Sub-paragraph 8.25 (Governing Law, Jurisdiction, and Venue)

Sub-paragraph 8.28 (Indemnification)

Sub-paragraph 8.29 (General Provisions for all Insurance Coverage)

Sub-paragraph 8.30 (Insurance Coverage)

Sub-paragraph 8.43 (Record Retention and Inspection/Audit Settlement)

Sub-paragraph 8.47 (Survival)

8.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Sub-paragraph 8.51 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.49 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.17 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to the County

under any other provision of this Agreement, failure of the Contractor to cure such default within ten (10) days of notice shall be grounds upon which the County may terminate this Agreement and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.50 TERMINATION FOR CONVENIENCE

8.50.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.50.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.50.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with Sub-paragraph 8.43, Record Retention and Inspection/Audit Settlement.

8.51 TERMINATION FOR DEFAULT

8.51.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of the Director or his/her designee:

- Contractor has materially breached this Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and

in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.51.2 In the event that the County terminates this Agreement in whole or in part as provided in Sub-paragraph 8.51.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Sub-paragraph.

8.51.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.51.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or Contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.51.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.51, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.51, or that the default was excusable under the provisions of Sub-

paragraph 8.51.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.50 - Termination for Convenience.

8.51.5 The rights and remedies of the County provided in this Sub-paragraph 8.51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.52 TERMINATION FOR IMPROPER CONSIDERATION

8.52.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.52.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org.

8.52.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.53 TERMINATION FOR INSOLVENCY

8.53.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the

Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.53.2 The rights and remedies of the County provided in this Sub-paragraph 8.53 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.54 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

8.55 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.56 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information

regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.57 UNLAWFUL SOLICITATION

The Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e. State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. The Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

8.58 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.59 WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.59 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.60 WARRANTY AGAINST CONTINGENT FEES

8.60.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established

commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.60.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.61 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING

8.61.1 The Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting Contractors from engaging in human trafficking.

8.61.2 If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under this Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

8.61.3 Disqualification of any member of the Contractor's staff pursuant to this Sub-paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

9.2 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

9.2.1 The Contractor staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq., shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections

and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

9.2.2 The Contractor staff working on this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

9.2.3 The Contractor staff's failure to report as required is considered a breach of this Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to $5,000 or both.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by the County's Director of Health Services and Contractor has caused this Agreement to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By [redacted] Kathy K. Hanks
Christina R. Ghaly, M.D.
Acting Director of Health Services

CONTRACTOR

Saint Vincent Medical Center

By [redacted]
Signature

Margaret Pfeiffer
Printed Name

Chief Operating Officer
Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By [redacted]
Brian T. Chu
Principal Deputy County Counsel

AGREEMENT FOR
PARTICIPATION IN THE HOSPITAL PREPAREDNESS PROGRAM

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EXHIBIT A

HOSPITAL PARTICIPANT STATEMENT OF WORK
January 1 - December 31, 2018

EXHIBIT A
HOSPITAL PARTICIPANT
STATEMENT OF WORK

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EXHIBIT A
HOSPITAL PARTICIPANT
STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Each contractor participating in the Hospital Preparedness Program (HPP) will participate with the County and other healthcare partners to support the development and sustainment of healthcare preparedness capabilities in Los Angeles County's Health Care Coalition (HCC), in order to respond to and rapidly recover from public health threats and other emergencies.

2.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County that the funding that is provided is utilized in the manner intended and as described in Sub-paragraph 4.3, Deliverables herein below, and that there is a method of monitoring to ensure that Agreement requirements are being met.

3.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Agreement using the quality assurance procedures as defined in Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.18, County's Quality Assurance Plan of the Agreement.

4.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

4.1 Personnel

The County will administer the Agreement according to the Agreement, Paragraph 6.0, Administration of Agreement - County. Specific duties will include:

4.1.1 Monitoring the Contractor's performance related to this Agreement.

4.1.2 Preparing Amendments in accordance with Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1, Amendments of the Agreement.

4.2 Funding

4.2.1 The County will provide to the Contractor funding of a minimum of Thirty Six Thousand Six Hundred Sixty Dollars ($36,660) as described in Sub-paragraph 4.3, Deliverables herein below.

4.2.2 The County will provide access to and use of a mass notification system free of charge.

CONTRACTOR

4.3 Deliverables

The Contractor shall:

4.3.1 Receive Six Thousand Dollars ($6,000) to designate an Emergency Management Officer (EMO) to actively support the HCC through the participation in Coalition activities, to include:

4.3.1.1 Act as the liaison between the HPP Awardee (Los Angeles County Emergency Medical Services [EMS] Agency) and the sub-awardee (Hospital Participant) and notify the EMS Agency of personnel changes to the new EMO position within thirty (30) days of appointment using the approved "Notification of Personnel Change" form provided by the EMS Agency.

4.3.1.2 Attend Disaster Resource Center (DRC) umbrella regional meetings for the geographical area, evidenced by attending at least eighty percent (80%) of these meetings and collaborating on County-wide response plans, such as, Regional Hazard Vulnerability Analysis, to ensure a coordinated response to disasters.

4.3.1.3 Complete all surveys, as requested by the County, by the established due date, providing the data elements required by the HPP and other HCC requirements.

4.3.1.4 Complete and submit an After Action Report(s) within sixty (60) days to the EMS Agency, if any aspect of the emergency management plans are implemented through real events. This includes internal disaster diversion requests in excess of four (4) hours.

4.3.1.5 Attend the annual HPP Orientation.

4.3.1.6 Designate a Terrorism Liaison Officer (TLO) for the facility.

4.3.1.7 Submit requested contract monitoring documents to the EMS Agency within sixty (60) days of the request.

4.3.2 Receive Six Thousand Dollars ($6,000) to address health care continuity and recovery through participation in HCC sponsored business continuity plan (BCP) exercise(s) and/or workshop(s).

4.3.3 Receive Six Thousand Dollars ($6,000) to maintain decontamination capability for the Contractor that provides coverage twenty-four (24) hours a day, three hundred and sixty five (365) days a year.

4.3.3.1 Ensure a minimum of four (4) to six (6) team members from the hospital decontamination team shall participate in the Contractor's assigned DRC Regional Decontamination training/exercise.

4.3.3.2 Provide at least one decontamination team member to be a controller or evaluator at another DRC Regional decontamination training/exercise.

4.3.3.3 Maintain monthly equipment inspection log for the Powered Air Purifying Respirators (PAPRs) using approved form provided by the EMS Agency.

4.3.3.4 Continue to store, secure and maintain all equipment and supplies that have been provided and/or funded under the HPP and other disaster related grants, such as the Homeland Security Grant Program. Continue to inventory all equipment, supplies and pharmaceuticals annually or more per federal or state regulations and notify the EMS Agency immediately if any equipment, supplies or pharmaceuticals are lost or stolen. Notify the EMS Agency prior to disposing of any equipment, supplies and/or pharmaceuticals. This includes, but is not limited to, decontamination and infection control personal protective equipment, communication equipment and surge supplies.

4.3.4 Receive Six Thousand Dollars ($6,000) to provide opportunities for Contractor staff to attend trainings/conferences related to disaster preparedness, response and recovery. The following are necessary to verify training expenses:

4.3.4.1 Certificate of attendance or sign-in roster with clearly legible name of participant with signature and hours attended.

4.3.4.2 Copies of receipts related to training (airfare, conference fees, lodging).

4.3.4.3 Hourly rate (average salary), if using funds for staff time.

4.3.5 Receive Six Thousand Dollars ($6,000) to participate in exercises and drills in conjunction with County and community partners to ensure hospital preparedness.

4.3.5.1 Participate in the annual Medical and Health Exercise, if conducted during the term of this Agreement by attending the participant seminar, the exercise evaluation conference and submitting an After Action Report/Improvement Plan to the EMS Agency within sixty (60) days of the exercise's completion.

4.3.5.2 Participate in the Coalition Surge Exercise.

4.3.6 Receive Six Thousand Six Hundred and Sixty Dollars ($6,660) to participate in the following activities to enhance HCC situational awareness and refine reporting processes. Contractors shall respond at least seventy five percent (75%) of the time. These activities include:

4.3.6.1 Provide daily hospital volume based data through the ReddiNet® system as part of the County's syndromic biosurveillance program (9-1-1 receiving hospitals only).

4.3.6.2 Report bed availability via ReddiNet® within sixty (60) minutes when requested by the EMS Agency.

4.3.6.3 Respond to all assessment polls sent out via ReddiNet® by the Medical Alert Center within the time frame requested on the poll. For Multi Casualty Incident (MCI) polls, provide the number of types of patients your facility can receive. Additionally, if any patients from an actual MCI are transported to your facility, ensure that they are entered on the victim list and all required data fields are completed.

4.3.6.4 Enroll in the Family Reunification Module provided through ReddiNet®.

4.3.7 Receive One Thousand Dollars ($1,000) if Contractor is a CHEMPACK location, to secure cache in a climate controlled environment and ensure all CHEMPACK location requirements are met.

5.0 MUTUAL ASSISTANCE

During disasters private hospitals and other healthcare organizations will be called upon to provide essential services to assist the County in addressing the medical needs of the community. This mutual assistance may include expanding services at their own facility, as well as, the sharing of resources during disasters, to meet the community's need. Contractors participating in the HPP shall provide assistance to other healthcare entities when possible, without compromising their own facility's responsibilities. Medical Mutual Assistance shall be requested and coordinated by the EMS Agency, and the Medical and Health Operational Area Coordinator for the County. When a state of emergency is proclaimed by the Governor, an eligible Private Nonprofit organization that provides essential community services may receive state assistance for eligible activities that result in extraordinary costs.

6.0 ACCESS TO EQUIPMENT AND SUPPLIES

Contractor shall provide County with the right of immediate access to the equipment, supplies and pharmaceuticals obtained under the HPP and other supporting grant programs.

7.0 ADDITIONAL FUNDING

Participating contractors may receive additional funding, to be used for special projects which meet Capability requirements under the applicable HPP Application and Federal program guidance. The amount of funding each eligible contractor receives will be determined based on the amount budgeted for the project and the number of eligible contractors participating in the special project. The County shall issue to the Contractor work orders, as necessary, and shall specify all Contractor receivables (including amount of additional funding) and deliverables. Additionally, funding from other Federal grants such as the Public Health Emergency Preparedness Program, Ebola Preparedness and Response Activities and the Homeland Security Grant Program may be provided to participating contractors for projects, which assist the healthcare community in meeting Capability requirements of the HPP. This funding may be on a reimbursement basis and the amount of funding will be specified prior to commencement of the project(s) and/or purchase(s).

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PROGRAM DETAILS

Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements
HPP/PHEP
Number: 93.074
Agency: Department of Health and Human Services
Office: Centers for Disease Control and Prevention

Program Information
Authorization (040):

HPP: 319C-2 of the Public Health Service (PHS) Act, as amended by the Pandemic and All-Hazards Preparedness Act (PAHPA) (P.L. 109-417) (2006), PHEP: 319C-1 of the Public Health Service (PHS) Act, as amended by the Pandemic and All-Hazards Preparedness Act (PAHPA) (P.L. 109-417) (2006), and 317(a) and 317(d) of the PHS Act, subject to available funding and other requirements and limitations.

Objectives (050):
The purpose of the 2012-2017 HPP-PHEP aligned programs cooperative agreement is to provide resources that support state, local, territorial, and tribal public health departments and healthcare systems/organizations in demonstrating measurable and sustainable progress toward achieving public health and healthcare emergency preparedness capabilities that promote prepared and resilient communities. [NOTE: For additional detailed information on the HPP program, please see CFDA 93.889. For additional detailed information on the PHEP program, please see CFDA 93.069].

Types of Assistance (060):

Formula Grants (Cooperative Agreements)

Uses and Use Restrictions (070):

The distribution of funds will be to the health departments of all 50 States, the District of Columbia, the nation's three largest municipalities (New York City, Chicago and Los Angeles County), the Commonwealths of Puerto Rico and the Northern Mariana Islands, the territories of American Samoa, Guam and the Unites States Virgin Islands, the Federated States of Micronesia, and the Republics of Palau and the Marshall Islands. The statute specifies appropriate use of funds.

Eligibility Requirements (080)

Applicant Eligibility (081):
NA.

Beneficiary Eligibility (082):
NA.

Credentials/Documentation (083):
Applicants should review the individual Funding Opportunity Announcement documents issued under this CFDA for any required proof or certifications which must be submitted prior to or simultaneous with submission of an application package. 2 CFR 200, Subpart E - Cost Principles applies to this program.

Application and Award Process (090)

Preapplication Coordination (091):
Preapplication coordination is not applicable. Environmental impact information is not required for this program. This program is excluded from coverage under E.O. 12372.

Application Procedures (092):
2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards applies to this program. NA

Award Procedure (093):
Notification is made in writing through a Notice of Grant Award issued from the program's Grants Management Office.

Deadlines (094):
Contact the headquarters or regional office, as appropriate, for application deadlines.

Range of Approval/Disapproval Time (095):
From 60 to 90 days. NA.

Appeals (096):
NA.

Renewals (097):
Project periods are for 5 years with 12-month budget periods. Applications must be submitted in the same manner as a new application.

Assistance Consideration (100)

Formula and Matching Requirements (101):

Statutory Formula: Statutory Formula for PHEP - 319C-1 of the Public Health Service (PHS) Act, as amended by the Pandemic and All-Hazards Preparedness Act (PAHPA) of 2006, Public Law 109-417. For HPP - Federal Register Notice of May 16, 2008 (Vol. 73, No 96) requires cost sharing (non-federal share) of not less than 10% of federal funds awarded For HPP and PHEP Matching Requirements: Percent: 10.%. These programs have an MOE requirement, see funding agencies for further details. Matching Requirements: Percent: 10%. NA.
This program has MOE requirements, see funding agency for further details. This program has MOE requirements. Awardees must maintain expenditures for healthcare preparedness and public health security at a level that is not less than the average level of such expenditures maintained by the awardee for the preceding two-year period.

Length and Time Phasing of Assistance (102):

Project periods are limited up to 5 years. Budget periods are limited up to 12 months. See the following for information on how assistance is awarded/released: See the following for information on how assistance is awarded/released. See the following for information on how assistance is awarded/released: Awardee is issued a Notice of Award, a legal document that informs the awardee that a grant award has been made. Awardee may draw down funds in advance of the incursion of an expenditure (up to three days) from the Payment Management System.

Post Assistance Requirements (110)
Reports (111):

No program reports are required. Recipients must report cash transaction data via the Payment Management System (PMS) using the cash transaction data elements captured on the Federal Financial Report (FFR), Standard Form (SF) 425. Recipients will utilize the "Transactions" section of SF425 in lieu of the SF272. The FFR SF425 cash Transaction Report is due 30 days after the end of each calendar quarter. Semiannual and year end progress reports are required. Recipients are required to submit the FFR SF425 Federal Financial Report (FFR) semi-annually within 30 days after the first 6 month period and within 90 days of the budget period end date. Performance monitoring is not applicable.

Audits (112):

In accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, non-Federal entities that expend financial assistance of $750,000 or more in Federal awards will have a single or a program-specific audit conducted for that year. Non-Federal entities that expend less than $750,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503.

Records (113):

Awardees are required to maintain grant accounting records for a minimum of 3 years after the end of a grant period.
If any litigation, claim, negotiation, audit or other action involving the record has been started before the expiration of the 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later. More detailed information regarding retention requirements are provided in Title 45, CFR Part 92.

Financial Information (120)

Account Identification (121):
75-0943-0-1-550 - PHEP; 75-0140-0-1-551 - HPP.

Obligations (122):
(Formula Grants (Cooperative Agreements)) FY 16 $840,250,000; FY 17 est $840,250,000; and FY 18 est $840,250,000 - Obligation is combined funding for the Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) component of the aligned HPP/PHEP cooperative agreement.

Components combined per instructions email 8/15/2014 zpr0@cdc.gov.

Range and Average of Financial Assistance (123):
FY2016:

Range: $579,781 to $65,956,156
Average: $13,552,419.

Program Accomplishments (130):

Not Applicable.

Regulations, Guidelines, and Literature (140):

This program is subject to the provisions of 45 CFR Part 92 for State, local and tribal governments and 45 CFR Part 74 for institutions of higher education, hospitals, other nonprofit organizations and commercial organizations.

Information Contacts (150)

Regional or Local Office (151) :

See Regional Agency Offices. NA.

Headquarters Office (152):

L. Sharon Sharpe CDC OPHPR
1600 Clifton Rd,
Atlanta, Georgia 30333 Email: LSS1@cdc.gov Phone: 404-639-0817

Website Address (153):

http://www.cdc.gov

Related Programs (160):

Not Applicable.

Examples of Funded Projects (170):

Not Applicable.

Criteria for Selecting Proposals (180):

This is a formula grant program. The applicants must submit their application in accordance with fiscal year Funding Opportunity Announcement. The applications are reviewed and approved applications are processed immediately. Applications approved with conditions require the applicant to resubmit supporting information within a prescribed time frame. Upon review and approval, the revised application can then be submitted to Grants Management for processing and issuing a notice of grant award.

EXHIBIT C

OMB Number 4040-0007

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in the application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) which prohibits discrimination on the basis of handicaps, (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety

Standards Act (40 U.S.C §~327-333), regarding labor standards for federally assisted construction.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §~1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §~7401 et seq.), (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §~1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §~469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §~2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §~4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
[redacted]	Chief Operating Officer
APPPLICANT ORGANIZATION	DATE SUBMITTED
St. Vincent Medical Center	December 27, 2017

Standard Form 424B (Rev. 7-97)
Prescribed by OMB Circular A-102

CERTIFICATIONS

1. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

By signing and submitting this application, the prospective primary participant as defined in 45 CFR Part 76 is providing certification regarding debarment and suspension as set out in Appendix A of 45 CFR Part 76. The applicant agrees that by submitting this application it will include, without modification, the clause in Appendix B of 45 CFR Part 76 in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76. Should the applicant not certify regarding debarment and suspension, an explanation as to why should be placed after the assurances page in the application package.

2. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

By signing and submitting this application, the applicant is providing certification regarding drug-free workplace requirements as set out in Appendix C to 45 CFR Part 76. For purposes of notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

Division of Grants Policy and Oversight
Office of Management and Acquisition
Department of Health and Human Services
Room 5 17-D
200 Independence Avenue, S.W.
Washington, D.C 20201

3. **CERTIFICATION REGARDING LOBBYING**

Title 31, United States Code, Section *1352*, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal government in connection with a specific grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative agreements exceeding $100,000 in total costs (45 CFR Part 93). By signing and submitting this application, the applicant is providing certification set out in Appendix A to 45 CFR Part 93.

4. **CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)**

The authorized official signing for the applicant organization certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The official signing agrees that the applicant organization will comply with the DHHS, PHS, and CDC terms and conditions of award if a grant is awarded as a result of this application.

5. **CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

The authorized official signing for the applicant organization certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The applicant organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

CDC strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the DHHS and CDC mission to protect and advance the physical and mental health of the American people.

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

St. Vincent Medical Center

Contractor Name

2131 West Third Street, Los Angeles, California 90057

Address

91-2154438

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☒	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☒	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☒	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☒	No ☐

Margaret Pfeiffer, Chief Operating Officer

Authorized Official's Printed Name and Title

[redacted]

Authorized Official's Signature

December 27, 2017

Date

Exhibits
Hospital Preparedness Program Agreement

EXHIBIT E

COUNTY'S ADMINISTRATION

AGREEMENT NO. H-707486

GRANT'S PROJECT DIRECTOR:

Name: Roel Amara

Title: Assistant Director

Address: 10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670

Telephone: (562) 347-1598 Facsimile: (562) 941-5835

E-Mail Address: ramara@dhs.lacounty.gov

GRANT'S PROJECT MANAGER:

Name: Terry Crammer

Title: Chief, Disaster Services

Address: 10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670

Telephone: (562) 347-1546 Facsimile: (562) 941-5835

E-Mail Address: tcrammer@dhs.lacounty.gov

GRANT'S PROJECT MONITOR:

Name: Cheryn Watkins

Title: Senior Disaster Services Analyst

Address: 10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670

Telephone: (562) 347-1644 Facsimile: (562) 941-5835

E-Mail Address: chwatkins@dhs.lacounty.gov

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: St. Vincent Medical Center

AGREEMENT NO: H-707486

CONTRACTOR'S PROJECT MANAGER:

Name: Margaret Pfeiffer
Title: Chief Operating Officer
Address: 2131 West Third Street, Los Angeles, CA 90057

Telephone: 213.484.7164
Facsimile: 213.207.5843
E-Mail Address: MargaretPfeiffer@verity.org

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Gaynor B. Rabin
Title: Vice President, Managed Care Contracting and Payor Relations
Address: 2300 East Imperial Highway, 5th Floor, El Segundo, CA 90245

Telephone: 424.367.0620
Facsimile: 213.207.5843
E-Mail Address: GaynorRabin@verity.org

Name: Jeff Park
Title: Director, Managed Care Operations
Address: 2300 East Imperial Highway, 5th Floor, El Segundo, CA 90245

Telephone: 424.367.0621
Facsimile: 213.207.5843
E-Mail Address: JeffreyPark@verity.org

Notices to Contractor shall be sent to the following:

Name: Anita Chou
Title: Chief Financial Officer
Address: 2131 West Third Street, Los Angeles, CA 90057

Telephone: 213.484.5559
Facsimile: 213.207.5843
E-Mail Address: AnitaChou@verity.org

EXHIBIT G

CONTRACTOR NAME St. Vincent Medical Center Agreement No. H-707486

GENERAL INFORMATION:

The Contractor referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of performance of work under the above-referenced Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: [redacted] DATE: 12 / 27 / 17

PRINTED NAME: Margaret Pfeiffer

POSITION: Chief Operating Officer

Exhibits
Hospital Preparedness Program Agreement

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

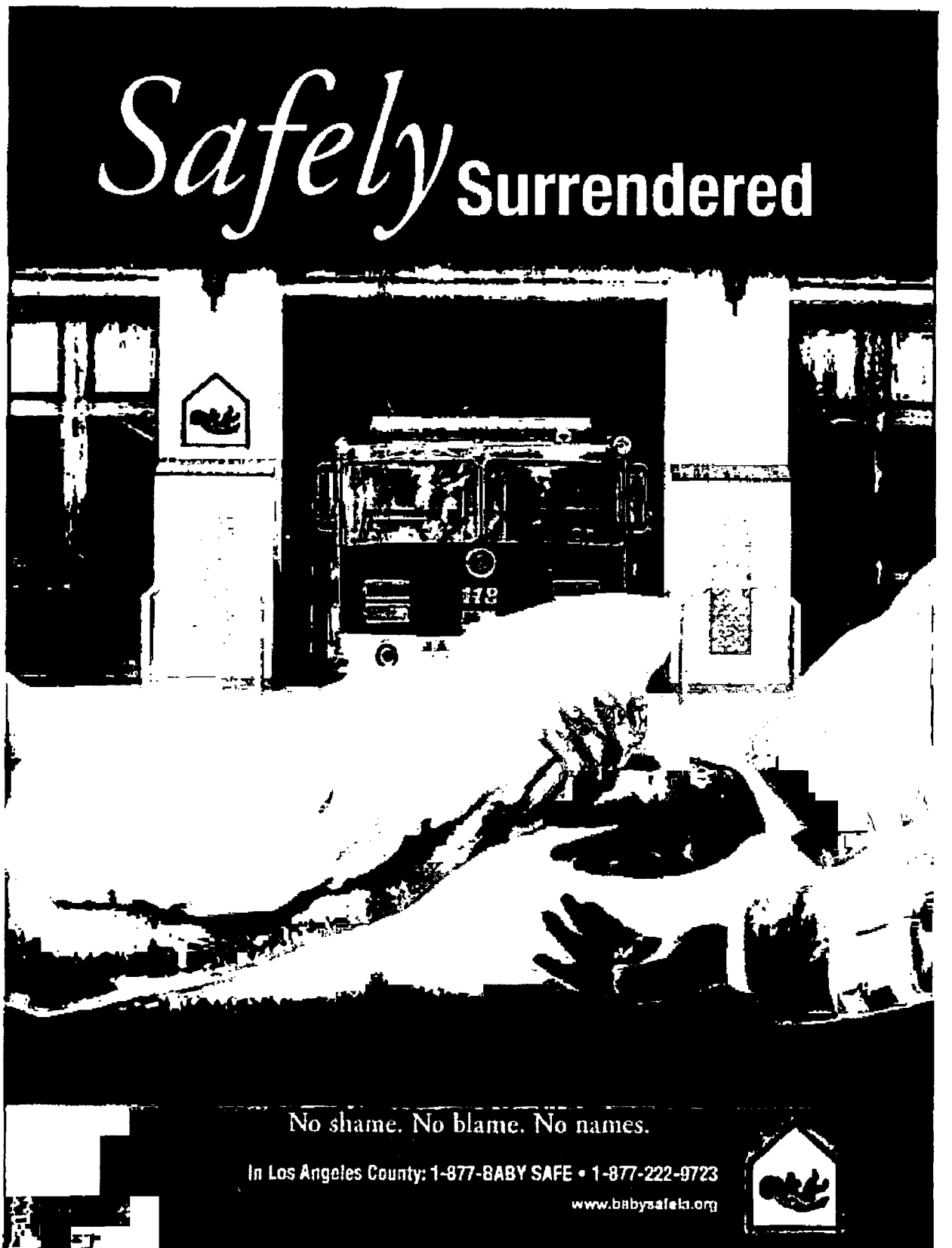
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)


Safely Surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

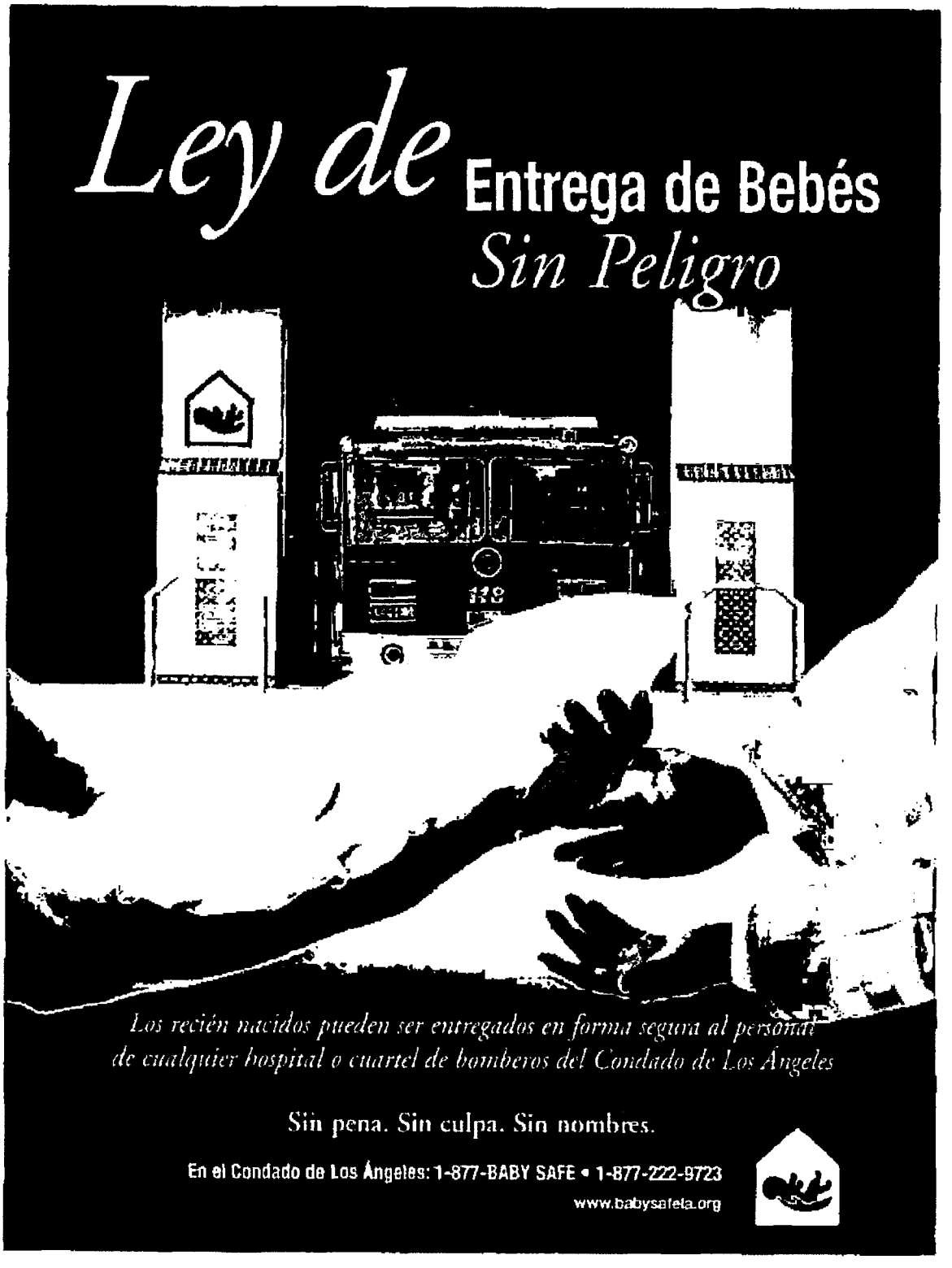
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.


Ley de Entrega de Bebés Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, puedan entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

1B

H-707361

DEPARTMENT OF HEALTH SERVICES

MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

ST VINCENT MEDICAL CENTER

FOR

RADIATION THERAPY SERVICES

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H-707361

MASTER AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
ST. VINCENT MEDICAL CENTER
FOR
RADIATION THERAPY SERVICES

This Master Agreement and Exhibits made and entered into this 1st day of NOVEMBER, 2017 by and between the County of Los Angeles, hereinafter referred to as County and St. Vincent Medical Center, hereinafter referred to as Contractor. Contractor is located at 2131 West Third Street, Los Angeles, California, 90057.

RECITALS

WHEREAS, the County may contract with private businesses for Radiation Therapy Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Radiation Therapy Services; and

WHEREAS, this Master Agreement is therefore authorized under California Code, Government Code Section 31000 which authorizes the Board of Supervisors to contract for medical services;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, and J, are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work

1.2 EXHIBIT B - Pricing Schedule – Compensation Rates for Radiation Therapy Services

1.3 EXHIBIT C - County's Administration

1.4 EXHIBIT D - Contractor's Administration

1.5 EXHIBIT E - Contractor's EEO Certification

1.6 EXHIBIT F - Jury Service Ordinance

1.7 EXHIBIT G - Safely Surrendered Baby Law

1.8 EXHIBIT H - Forms Required at the Time of Master Agreement Execution

Unique Exhibits:

1.9 EXHIBIT I - Charitable Contribution Certification

1.10 EXHIBIT J - "Business Associate" Under The Health Insurance Portability and Accountability Act of 1996 (HIPAA)

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 Active Contractor: Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time the Master Agreement is executed. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.

2.2 Contractor Project Manager: The individual designated by the Contractor to administer the Master Agreement operations after the award of the Master Agreement.

2.3 County-Referred Patients: Any patient referred to Contractor's facility by a County Facility for Radiation Therapy Services.

2.4 **County-Responsible Healthplan Patients:** Any patient who is a member of L.A. Care or Health-Net Healthplans and assigned to the Department of Health Services (DHS or Department).

2.5 **County-Responsible Patients:** Any self-pay patients otherwise deemed to be County-Responsible by the Director or his designee, but not County Responsible Health Plan patients.

2.6 **Copayment:** a fixed payment amount that may be collected from a patient by a Hospital, DHS, or other Participating Provider according to Member's benefit plan.

2.7 **Day(s):** Calendar day(s) unless otherwise specified.

2.8 **DHS:** Department of Health Services

2.9 **Director:** Director of the Department of Health Services or his authorized designee.

2.10 **Facility:** Medical Centers, Health Centers, or Outpatient Centers all within the Department of Health Services.

2.11 **Facility's Project Director:** Person designated by Director with authority to approve monthly invoices submitted under this Master Agreement.

2.12 **Facility's Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.

2.13 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

2.14 **Healthplan:** The L.A. Care Health Plan and/or HealthNet Health Plan.

2.15 **Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

2.16 **Master Agreement Program Director (MAPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of the County.

2.17 **Medi-Cal Member:** An individual who is eligible for the Medi-Cal Managed Care Program.

2.18 **Medi-Cal Qualified Contractor:** A Contractor who is certified by Medicare and also possesses a valid Medi-Cal provider number.

2.19 **Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.

2.20 **Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.

2.21 **Statement of Work:** A written description of tasks and/or deliverables desired by County.

2.22 **Third-Party Insured Patient:** County-referred patients with private medical insurance or other third party coverage, such as Health Maintenance Organizations (HMOs), Preferred Provider Organizations (PPOs), etc., not including County-Responsible Healthplan Patients.

3.0 WORK

3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Master Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF MASTER AGREEMENT

4.1 This Master Agreement is effective upon the date of its execution by the Director of DHS or his designee as authorized by the Board of Supervisors. This Master Agreement shall expire on June 30, 2024 unless sooner terminated, in whole or in part, as provided herein.

4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.

4.3 The Contractor shall notify DHS when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the DHS at the address herein provided in Exhibit C - County's Administration section.

5.0 MASTER AGREEMENT SUM

5.1 During the term of this Master Agreement, Contractor shall be compensated at the rates set forth in Exhibit B, Pricing Schedule – Compensation Rates for Radiation Therapy Services.

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 **No Payment for Services Provided Following Expiration/ Termination of Agreement**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Master Agreement. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

5.4 **Invoices and Payments**

5.4.1 The Contractor shall invoice the County monthly in arrears only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Master Agreement. The Contractor's payments shall be as provided in Exhibit B, Pricing Schedule - Compensation Rates for Radiation Therapy Services, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not

approve work in writing no payment shall be due to the Contractor for that work.

5.4.2 The Contractor's invoices shall be priced in accordance with Exhibit B Pricing Schedule - Compensation Rates for Radiation Therapy Services.

5.4.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.4.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.4.5 **County-Responsible Patients**

5.4.5.1 For Radiation Therapy Services provided to County-Referred patients where the County Facility has identified the third-party coverage (i.e., Third Party Covered Patients) and so informed Contractor, Contractor shall bill the applicable third party and accept payment as payment in full.

5.4.5.2 If third-party coverage is determined by County Facility after County has paid Contractor, County Facility shall so inform Contractor and Contractor shall bill the applicable third-party payer for the services provided. Upon receipt of payment from the third-party payer, Contractor shall refund to County all monies paid by County to Contractor for that patient.

5.4.5.3 For County-Responsible Patients, Contractor shall invoice and bill County at the rate set forth in Schedule 1 or Schedule 2 of Exhibit B Pricing Schedule - Compensation Rates for Radiation Therapy Services. The referring County Facility shall select the rate of payment from either Schedule 1 or 2, and inform Contractor of its selection upon referral.

5.4.5.4 Depending on the DHS Facility for which services were provided, two (2) copies of the invoices for services provided under this Master Agreement shall be submitted to the following addresses:.

Coastal Cluster
Harbor-UCLA Medical Center
1000 W. Carson Street
Torrance, California, 90509
Attention: Finance Administration
or,

High Desert Regional Health Center
335 E. Avenue I
Lancaster, California 93535
Attention: Finance Administration
or,

LAC+USC Healthcare Network
2051 Marengo Street
Los Angeles, California 90033
Attention: Finance Administration
or,

Rancho Los Amigos National Rehabilitation Center
7601 E. Imperial Highway
Downey, California, 90242
Attention: Finance Administration
or,

San Fernando Valley Cluster/Valley Care
Olive View – UCLA Medical Center
14445 Olive View Dr.
Sylmar, California, 91342
Attention: Finance Administration
or,

Southwest Cluster
Martin Luther King, Jr. Outpatient Center
12021 S. Wilmington Avenue
Los Angeles, California, 90059
Attention: Finance Administration

5.4.6 **County-Responsible Healthplan Patients**

For County-Responsible Healthplan Patients, Contractor shall submit claims to County at the rates set forth in Schedule 2 of Exhibit B, Pricing Schedule - Compensation Rates for Radiation Therapy Services and agrees that all claims for payment for services provided to County-Responsible Healthplan Patients

shall be made directly to DHS Managed Care Services (MCS) and further agrees that Contractor, its agents, trustees, or assignees shall look solely to the County for payment and not to the Healthplan member. The County Facility will inform Contractor if the patient referred by County Facility is a Healthplan Member. The MCS address is:

Department of Health Services
Managed Care Services-Finance
Building A-1, 2nd Floor
1000 S. Fremont Avenue, Unit 4, Room 205
Alhambra, California, 91803-8859
Attention: Claims Management

5.4.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the Facility's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.4.7 Upon expiration or prior termination of this Master Agreement, Contractor shall submit to the appropriate County Facility's expenditure management office within ninety (90) calendar days, any outstanding and/or final invoice(s) along with any outstanding claims for County-Responsible Healthplan patients to MCS, for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) or claims to the appropriate County Facility's expenditure management office within the specified period described above, shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.

5.4.8 **Local Small Business Enterprises (SBE) – Prompt Payment Program**

Certified Local SBE's will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

The Director shall have the authority to administer this Master Agreement on behalf of the County. The Director retains professional and administrative responsibility for the services rendered under this Master Agreement. A listing of

all County Administration referenced in the following sub-paragraphs is designated in Exhibit C - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 Master Agreement Program Director (MAPD)

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the DHS and the Contractor.

6.2 Facility's Project Director

The Facility's Project Director, or designee, is the approving authority for the monthly invoices submitted for payment and attends the meetings with the Contractor's Project Manager on a regular basis and provides oversight of the tasks, services, or other work provided by or on behalf of the Contractor.

6.3 Facility's Project Manager

The Facility's Project Manager is the County's chief contact person with respect to the day-to-day administration of this Master Agreement.

The Facility's Project Manager is not authorized to make any changes in any of the terms and conditions of this Master Agreement and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit D - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager, within five (5) business days of such change.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with Facility's Project Manager and Facility's Project Monitor on a regular basis.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit D – Contractor's Administration. The Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s), within five (5) business days of any such change.

7.2.2 The Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

If any of Contractor's employees are assigned to County facilities, they are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

7.4.1 The Contractor is responsible to ensure that employees have obtained a County ID badge if they are assigned to work in a County facility. The Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

7.4.2 The Contractor shall notify the County within one business day when any staff is terminated from working under this Master Agreement. The Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.4.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Agreement.

7.5 Background and Security Investigations

7.5.1 At the discretion of the County, all Contractor staff performing work under this Master Agreement may be required to undergo and

pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Master Agreement. The County shall use its discretion in determining the method of background clearance to be used, which may include, but is not limited to fingerprinting. The County may perform the background check.

7.5.2 County may request that the Contractor's staff be immediately removed from working on the County Master Agreement at any time during the term of this Master Agreement. The County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.

7.5.3 The County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

7.5.4 Disqualification, if any, of the Contractor's staff, pursuant to this sub-paragraph 7.5, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

7.6.1 The Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this sub-paragraph 7.6, as determined by the County in its sole judgment. Any legal

defense pursuant to the Contractor's indemnification obligations under this sub-paragraph 7.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

7.6.3 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Master Agreement.

7.6.4 Contractor shall cause each employee performing services covered by this Agreement to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit H2.

7.6.5 Contractor shall cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit H3.

7.7 Intentionally Omitted.

7.8 Staff Performance under the Influence

Contractor shall not knowingly permit any employee to perform services under this Master Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, Master Agreement Sum, payments, or any term or condition included

under this Master Agreement, an Amendment shall be prepared by the County and then executed by the Contractor and by the Board of Supervisors or its authorized designee. Any Amendment shall be subject to the review by and approval of County Counsel prior to its implementation.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer, or designee. To implement such changes, an Amendment to the Master Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his designee.

8.1.3 The Director or his designee may require, at his sole discretion, authorize the addition and/or change of certain terms and conditions in the Master Agreement to conform to changes in federal or State law or regulation or County policy, during the term of this Master Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law, regulation or County policy, without the need for Contractor's written consent, to preserve this Master Agreement's conformity and compliance to federal and State law or regulation. To implement such changes, an Amendment to the Master Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his designee.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest

themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)

The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, the Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees, or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, the Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees, or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing

federally funded contracts. The Contractor shall immediately notify the County in writing, during the term of this Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor is responsible to reimburse the County for all associated costs (repayment, fine and/or penalty) that may be incurred as a result of inappropriate claims submitted by or on behalf of one of their staff or vendors who was excluded or suspended. Failure of the Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within ten (10) business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within thirty (30) business days for County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the Facility's Project Manager of the status of the investigation within thirty (30) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the Facility's Project Manager within thirty (30) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

8.6.1 In the performance of this Master Agreement, the Contractor shall comply with all current and applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Master Agreement are incorporated herein by reference.

8.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this sub-paragraph 8.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.6.3 **Facilities' Rules and Regulations**

During the time that the Contractor's agents, employees, or subcontractors are at a Facility, the Contractor and such persons

shall be subject to the rules and regulations of that Facility. Facility's Administrator shall furnish a copy of rules and regulations to the Contractor pertaining to the Facility prior to the execution of this Master Agreement and, during the term of this Master Agreement, shall furnish the Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of the Contractor to acquaint all persons who may provide services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises, may adversely affect the delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS- ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Sections 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

8.7.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

8.7.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during

employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.7.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.

8.7.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

8.7.6 The Contractor shall allow the County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.7 when so requested by the County.

8.7.7 If the County finds that any provisions of this sub-paragraph 8.7 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.7.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.7.9 **Anti-discrimination in Services**

The Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of federal and State laws. For the purpose of this sub-paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to a person which is not equivalent or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. The Contractor shall take affirmative action to ensure that intended beneficiaries of this Master Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

8.7.10 The Contractor shall certify to, and comply with, the provisions of Exhibit E - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:
This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010

through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit F and incorporated by reference into and made a part of this Master Agreement.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Master Agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the

applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award or administration of this Master Agreement or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include,

but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Master Agreement.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative/proposed decision, which shall contain a recommendation regarding whether the Contractor should be

debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor

Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

8.14.1 The Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal or State governments against Contractor or one or more staff members barring it or the staff members from participating in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

8.14.2 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal

exclusion or suspension of the Contractor or its staff members from such participation in a federally funded health care program.

8.14.3 Failure by Contractor to meet the requirements of this sub-paragraph shall constitute a material breach of the Contract upon which County may immediately terminate or suspend this Master Agreement.

8.15 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.15.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.15.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.16 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.16.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.16.2 Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master

Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.

8.17 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.18 INTENTIONALLY OMITTED

8.19 EMPLOYMENT ELIGIBILITY VERIFICATION

8.19.1 The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.19.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.20 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.21 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.22 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I) is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Master Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorize representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of ten thousand dollars ($10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract and books, documents and records of the subcontractor.

8.23 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

The Contractor recognizes that health care Facilities maintained by County provide care essential to the residents of the communities they

serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Master Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which County may immediately terminate this Master Agreement.

8.24 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.25 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit I in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit J - "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA).

8.26 INDEPENDENT CONTRACTOR STATUS

8.26.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.26.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this

Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.26.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

8.26.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.6 - Confidentiality.

8.27 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.28 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.28 and 8.29 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") are in addition to and separate from any other contractual obligation imposed upon the Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.28.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.

- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars ($50,000), and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

  Certificates and copies of any required endorsements shall be sent to:

  County of Los Angeles
  Department of Health Services
  Contracts and Grants Division
  313 N. Figueroa Street, 6th Floor-East
  Los Angeles, CA 90012
  Attention: Director, Contracts and Grants

The Contractor shall also promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. The Contractor also shall promptly notify the County of any third party claim or suit filed against the Contractor or any of its subcontractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

8.28.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.28.3 Cancellation of or Changes in Insurance

The Contractor shall provide the County with, or the Contractor's insurance policies shall contain a provision that the County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.28.4 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Master Agreement, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Master Agreement. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternately, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue Contractor reimbursement.

8.28.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.28.6 Contractor's Insurance Shall Be Primary

The Contractor's insurance policies, with respect to any claims related to this Master Agreement, shall be primary with respect to all other sources of coverage available to the Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.28.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.28.8 Subcontractor Insurance Coverage Requirements

The Contractor shall include all subcontractors as insureds under the Contractor's own policies, or shall provide the County with each subcontractor's separate evidence of insurance coverage. The Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. The Contractor shall

obtain the County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.28.9 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.28.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date shall precede the effective date of this Master Agreement. The Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

8.28.11 Application of Excess Liability Coverage

The Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.28.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.28.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, the Contractor's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.28.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.29 INSURANCE COVERAGE

8.29.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

8.29.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of the Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.29.3 **Workers Compensation and Employers' Liability**

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If the Contractor will provide leased employees, or is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.29.4 Professional Liability/Errors and Omissions

Insurance covering the Contractor's liability arising from or related to this Master Agreement, with limits of not less than $1 million per claim and $2 million aggregate. Further, the Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Master Agreement's expiration, termination or cancellation.

8.29.5 Property Coverage

The Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.30 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

The Contractor shall obtain and maintain in effect during the term of this Master Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Master Agreement, and shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Master Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to the County upon request.

8.31 LIQUIDATED DAMAGES

8.31.1 If, in the judgment of the Director, or his designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his designee, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be

forwarded to the Contractor by the Director, or his designee, in a written notice describing the reasons for said action.

8.31.2 If the Director, or his designee, determines that there are deficiencies in the performance of this Master Agreement that the Director, or his designee, deems are correctable by the Contractor over a certain time span, the Director, or his designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the monthly invoices; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars ($100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit A, Statement of Work, Attachment 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.31.3 The action noted in sub-paragraph 8.31.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.31.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or sub-paragraph 8.31.2, and shall not, in any manner, restrict or limit the

County's right to terminate this Master Agreement as agreed to herein.

8.32 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Master Agreement shall not restrict the Department of Health Services from acquiring similar, equal or like goods and/or services from other entities or sources.

8.33 NOTICE OF DELAYS

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.34 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the Facility's Project Manager and/or Facility's Program Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the Facility's Project Manager or Facility's Program Director is not able to resolve the dispute, the Director or his designee shall resolve it.

8.35 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.36 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.37 NOTICES

8.37.1 All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit C – County's Administration and Exhibit D - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

8.37.2 **Electronic Notice:** In addition, and in lieu of written notification, the Director, or his designee, shall have the authority to issue any notice to Contractor electronically via e-mail at the designated E-mail address as identified in Exhibit D – Contractor's Administration. This includes all notices or demands required or permitted by the County under this Master Agreement.

8.38 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.39 PUBLIC RECORDS ACT

8.39.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.41 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if

disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.39.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a solicitation response marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.40 PUBLICITY

8.40.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director or his designee. The County shall not unreasonably withhold written consent.

8.40.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.40 shall apply.

8.41 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.41.1 The Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor

shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement.

8.41.2 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of ten (10) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.41.3 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Service Organization Controls (SOCI) Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Master Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.41.4 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.41 shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

8.41.5 If, at any time during the term of this Master Agreement or within ten (10) years after the expiration or termination of this Master Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the

Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.41.6 Patient Records

The Contractor shall prepare all appropriate medical records for County patients receiving services hereunder. If a County patient receives services from the Contractor at Contractor's private office, then the Contractor shall also maintain such records on any such patient. Such records shall include, but are not limited to, progress notes and records of services provided in sufficient detail to permit the evaluation of services rendered pursuant to this Master Agreement. All patient records for patients seen in Contractor's office shall be retained by the Contractor for a period of ten (10) years following the expiration or earlier termination of this Master Agreement, unless otherwise required under State law. During such ten (10) year period, as well as during the term of this Master Agreement, all such records shall be retained by the Contractor at a location in Los Angeles County and shall be made available upon ten (10) working days prior written notice to authorized representatives of the County designated by the Director or by the County's Auditor-Controller, or both, for purposes of inspection and audit.

8.41.7 Audit/Compliance Review

In the event County representatives conduct an audit/ compliance review of the Contractor, the Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial reports, medical records, and reports pertaining to this Master Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

The County may conduct a statistical audit/compliance review of all claims paid by the County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of any such audit/ compliance review at which time the results shall be discussed with the Contractor. The Contractor shall be provided with a copy of any resultant written evaluation report(s).

The Contractor shall have the opportunity to review the County's findings for the Contractor, and the Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to the County representatives to resolve audit exceptions. If, at the end of the thirty (30) day period there remain audit exceptions which have not been resolved to the satisfaction of the County's representatives, then the exception rate found in the audit or sample results shall be applied to the total County payments made to the Contractor for all claims paid during the audit/ compliance review period to determine the Contractor's liability to the County.

8.42 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

8.43 RESTRICTIONS ON LOBBYING

If any federal funds are to be used to pay for the Contractor's services under this Master Agreement, the Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Master Agreement also fully complies with all such certification and disclosure requirements.

8.44 SUBCONTRACTING

8.44.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to

subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.44.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.44.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.44.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.44.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.

8.44.6 The Director or his designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.44.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.44.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street – 6E
Los Angeles, CA 90012
Attention: Director, Contracts and Grants

before any subcontractor employee may perform any work hereunder.

8.45 SURVIVAL

In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the following sub-paragraphs shall survive any termination or expiration of this Agreement:

Sub-paragraph 5.3 (No Payment for Services Provided Following Expiration/Termination of Master Agreement)

Sub-paragraph 7.6 (Confidentiality)

Sub-paragraph 8.6 (Compliance with Applicable Laws, Rules and Regulations

Sub-paragraph 8.24 (Governing Law, Jurisdiction, and Venue)

Sub-paragraph 8.27 (Indemnification)

Sub-paragraph 8.28 (General Provisions for all Insurance Coverage)

Sub-paragraph 8.29 (Insurance Coverage)

Sub-paragraph 8.41 (Record Retention and Inspection/Audit Settlement)

Sub-paragraph 8.45 (Survival)

8.46 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.15 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under

this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to sub-paragraph 8.49 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.47 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.16 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which the County may terminate this Master Agreement and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.48 TERMINATION FOR CONVENIENCE

8.48.1 This Master Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.48.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Master Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.48.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement shall be maintained by the Contractor in accordance with sub-paragraph 8.41, Record Retention and Inspection/Audit Settlement.

8.49 TERMINATION FOR DEFAULT

8.49.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of the Director or his designee.

- Contractor has materially breached this Master Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.49.2 In the event that the County terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.49.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.49.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.49.2 if its failure to perform this Master Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or Contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and

subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.49.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.49, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.49, or that the default was excusable under the provisions of sub-paragraph 8.50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.48 - Termination for Convenience.

8.49.5 The rights and remedies of the County provided in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.50 TERMINATION FOR IMPROPER CONSIDERATION

8.50.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.50.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org.

8.50.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.51 TERMINATION FOR INSOLVENCY

8.51.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.51.2 The rights and remedies of the County provided in this sub-paragraph 8.51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.52 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.53 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.54 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.

8.55 UNLAWFUL SOLICITATION

The Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e. State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

8.56 VALIDITY

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.57 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.57 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.58 WARRANTY AGAINST CONTINGENT FEES

8.58.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.58.2 For breach of this warranty, the County shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.59 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING POLICY

8.59.1 The Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting Contractors from engaging in human trafficking.

8.59.2 If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under this Master Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

8.59.3 Disqualification of any member of the Contractor's staff pursuant to this sub-paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

Notwithstanding any other provision of this Master Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Master Agreement.

9.2 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

9.2.1 The Contractor staff working on this Master Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these Code sections and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

9.2.2 The Contractor staff working on this Master Agreement shall comply with California Welfare and Institutions Code (WIC) Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these Code sections. The Contractor staff working on this Master Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

9.2.3 Contractor staff's failure to report as required is considered a breach of this Master Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one (1) year in jail, a fine of up to five thousand dollars ($5,000), or both.

9.3 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit I, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under

California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

AUTHORIZATION OF MASTER AGREEMENT FOR RADIATION THERAPY SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director of the Department of Health Services or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

[redacted]

By Kathy K. Hanks for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

ST. VINCENT MEDICAL CENTER

By [redacted]
Signature
Margaret Pfeiffer
Printed Name

Chief Operating Officer
Title

APPROVED AS TO FORM
Mary C. Wickham
County Counsel

[redacted]

By
Deputy County Counsel

MASTER AGREEMENT FOR
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4. Contractor Practice Locations and Contract Liaisons

Exhibit A

MASTER AGREEMENT FOR RADIATION THERAPY SERVICES

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Under this Master Agreement, Contractors shall provide, as required by County, certain Radiation Therapy Services (hereafter "Services") for patients referred by High Desert Regional Health Center (HDRHC), Coastal Cluster - Harbor-UCLA Medical Center (H-UCLA MC), Southwest Cluster - Martin Luther King, Jr. Outpatient Center (MLK-OC), Rancho Los Amigos National Rehabilitation Center (RLANRC), LAC+USC Healthcare Network - LAC+USC Medical Center (LAC+USC) and San Fernando Valley Cluster/Valley Care - Olive View-UCLA Medical Center (OV-UCLA MC), (hereafter "County") under this Master Agreement. The services may include: 1) radiology services including magnetic resonance imaging (MRI), 2) computed tomography (CT) simulation, 3) nuclear medicine, 4) cardiac and vascular diagnostic testing, and 5) oncology radiation therapy treatment. Additionally, the provision of radiation oncology services may include, but not be limited to, 1) conventional external beam radiation therapy, 2) 3-Dimensional (3-D) conformal radiation therapy, 3) brachytherapy, 4) Intensive Modulated Radiation Therapy (IMRT), 5) stereotactic radiation (both stereotactic brain and stereotactic whole body), palliative therapy, and 6) intraoperative radiation therapy. These services shall be provided for patient referrals when these services are not available at the referring Facility.

2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

The Director may, with the mutual agreement of Contractor, include the referral of patients from additional DHS Facilities located within Los Angeles County. The addition of such referral sites shall be memorialized through a written Amendment to this Master Agreement in accordance with Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments, of the Master Agreement. .

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Master Agreement. The Plan shall be submitted to the Facility Project Manager for review. The plan shall include, but may not be limited to the following:

3.1 Method of monitoring to ensure that Master Agreement requirements are being met;

3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Master Agreement using the quality assurance procedures as defined in Paragraph 8.0, Standard Terms and Conditions, sub-paragraph 8.17, County's Quality Assurance Plan of the Agreement.

4.1 Monthly Meetings

Contractor may be required to attend scheduled quality assurance meetings (no more than monthly) at the request of the Facility Project Manager. Failure to attend may cause an assessment of fifty dollars ($50) per failure to attend.

4.2 Contractor Discrepancy Report - Attachment 1

Verbal notification of a Master Agreement discrepancy will be made to the Contractor Project Manager as soon as possible whenever a discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The Facility's Project Manager will determine whether a formal Contractor Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Facility's Project Manager within five (5) business days with a plan for correction of all deficiencies identified in the Contractor Discrepancy Report.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 DEFINITIONS

5.1 **JCAHO:** Joint Commission on Accreditation of Healthcare Organizations

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Master Agreement according to the Master Agreement, Paragraph 6.0, Administration of Master Agreement - County. Specific duties will include:

6.1.1 Monitoring the Contractor's performance in the daily operation of this Master Agreement.

6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

6.1.3 Preparing Amendments in accordance with Paragraph 8.0, Standard Terms and Conditions, sub-paragraph 8.1, Amendments of the Master Agreement.

CONTRACTOR

6.2 Project Manager

6.2.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.

6.2.2 Project Manager shall act as a central point of contact with the County.

6.2.3 Project Manager shall have a minimum of one (1) year of experience providing managerial oversight in a Radiation Oncology Agency.

6.2.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Master Agreement. Project Manager/alternate shall be able to effectively communicate in English, both orally and in writing.

6.3 Personnel

6.3.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee, at each site where services are provided, shall be authorized to act for Contractor in every detail and must speak and understand English.

6.3.2 Contractor shall be required to background check their employees as set forth in Paragraph 7.0, Administration of Master Agreement – Contractor, sub-paragraph 7.5, Background & Security Investigations, of the Master Agreement.

6.4 Physical Examination

Contractor shall ensure that each person who performs patient care services under this Master Agreement is examined by a California licensed physician on an annual or biannual basis, as required by JCAHO and section 70723, Title 22, California Code of Regulations, and shall provide County, upon request, with written certification that each such person is free of infectious disease(s).

6.5 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

6.6 Training

6.6.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

6.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.7 Contractor's Office

Contractor should have a local office in operation located within Southern California, defined as within the boundaries of the following Counties: Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara and Ventura.

Contractor shall maintain their office(s) with a telephone in the company's name where Contractor conducts business. The office(s) shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at

least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Master Agreement. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.

6.8 Licenses, Permits, Registrations, Accreditations and Certificates

Contractor shall obtain and maintain during the term of this Agreement all licenses, permits, registrations, accreditations and certificates required by law for the operation of its business and for the provision of services hereunder. Contractor shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates required by law which are applicable to their performance hereunder, such as: possess an X-Ray Supervisor and Operator's Permit to perform fluoroscopy examinations on site as applicable, be an authorized user with a State of California Radioactive Materials license for the provision of final reports on Nuclear Medicine Imaging examinations, and possess a Cardio-Pulmonary Resuscitation Certification, as required. Copies of such licenses, permits, registrations, accreditations and certificates shall be made available to County upon request.

7.0 SPECIFIC WORK REQUIREMENTS

7.1 Contractor shall provide the Radiation Therapy Services listed in Exhibit B Pricing Schedule - Compensation Rates for Radiation Therapy Services, Schedule 2 Per Treatment/Procedure Rates for County-Responsible and County-Referred patients.

All Services provided pursuant to this Master Agreement shall be performed under the supervision of physicians duly licensed to practice medicine in the State of California and performed at the Facilities listed under the Exhibit A, Attachment 4, Contractor's Practice Locations and Contract Liaison form.

7.2 All services must be authorized in advance by County. Proof of such authorization shall be evidenced by a form (hereafter "Authorization Form") issued to the patient by County. Said Authorization Form need not be the original, but may instead be a photocopy or facsimile and need not be carried by the patient, if it has been transmitted to the Contractor's facility prior to the patient's arrival for diagnosis, or treatment, or both. Invoices without written proof of authorization will not be processed or paid.

7.3 County shall notify Contractor in advance when special provisions are necessary for patients who require isolation procedures.

7.4 Written reports of test results or therapeutic services provided under this Master Agreement must be on test forms which conform to County's required format and which can be entered directly into County's patient medical records. Each report must contain all data and information as specified by JCAHO and by the State Department of Health Services. Where possible and when requested by the referring Facility, reports will be provided electronically through Access to ORCHID for integration into an electronic health record.

7.5 Contractor shall provide the referring Facility with written reports for all services provided. When requested, Contractor shall provide County with the original and any copies of images or films. Such film may be provided in an electronic or film format, based on the needs of the referring facility.

7.6 Contractor shall provide County with a preliminary report within twenty-four (24) hours after provision of Services. A verbal preliminary report shall be provided within twenty-four (24) hours if results are abnormal or upon request of County.

7.7 Contractor shall submit all final written reports and any requested images or films to the County Facility during the Facility's normal business hours (8:00 a.m. to 4:30 p.m.), Monday through Friday, at the following address:

Harbor-UCLA Medical Center
1000 W. Carson Street
Torrance, CA 90509
Attention: Radiology Department

Olive View-UCLA Medical Center
14445 Olive View Drive
Sylmar, CA 91342
Attention: Radiology Department

High Desert Regional Health Center
44900 N. 60th St. West
Lancaster, CA 93536
Attention: Radiology Department

Martin L. King, Jr, Outpatient Center
12021 S. Wilmington Avenue
Los Angeles, CA. 90059
Attention: Radiology Department

LAC +USC Medical Center
1200 North State Street
Los Angeles, California 90033
Attention: Radiology Department

Rancho Los Amigos National Rehabilitation Center
7601 E. Imperial Highway
Downey, California 90242
Attention: Department of Medicine

When agreed to by Contractor and the Facility Project Manager, reports may be transmitted in an approved electronic format.

Final reports for outpatients must be received by the County referring facility within five (5) working days after the provision of services. County shall have no obligation to pay for any late reports.

Reports for immediate (STAT) Services shall be telephoned to County contact numbers provided to the Contractor by the Facility Project Manager.

7.8 **STANDARDS OF CARE:**

Contractor shall provide for supervision and monitoring of the medical care provided pursuant to this Master Agreement.

7.8.1 Contractor's facility and Services shall be in conformance with the standards of JCAHO and with all applicable federal and State statutes, regulations and related requirements, as amended from time to time, which are applicable to Contractor's provision of Services under this Master Agreement.

7.8.2 County has established a Quality Assessment and Improvement Committee (QA and QI) composed of County employees appointed by Director to review the Services contemplated by this Master Agreement and to assure a standard of care by Contractor and others which is consistent with the laws of the State and federal governments, County's QA and QI standards and the prevailing stands of medical practice in the community. Contractor agrees to adhere to the standards thereby established and will permit review of Contractor's patient medical records for County-Responsible and Referred patients by County's QA and QI Committee representatives..

7.8.3 Contractor shall establish and maintain a written QA and QI Program that describes the program objectives, organization and mechanisms for overseeing the effectiveness of monitoring, evaluation and problem-solving activities. Contractor shall provide a copy of such plan to County within thirty (30) days of the effective date of this Master Agreement. Such a plan shall be reviewed by County's QA and QI Committee to ensure compliance with the applicable JCAHO standards. Contractor shall maintain records of peer review plans, audit results, problems identified and corrective actions for a period of ten (10) years from the date such records

were prepared, and shall have them available upon request for review by County's QA and QI Committee.

7.8.4 **Infection Control**

If Contractor's employees are diagnosed with an infectious disease and such employees have had contact with a County-responsible or County-Referred patient during the usual incubation period for such infectious disease, Contractor shall report such occurrences to the referring facility's Infection Control Department at contact numbers provided by the Facility Project Manager.

If a County-Responsible or County-Referred Patient is diagnosed with an infectious disease, and the County-Responsible or County-Referred patient has had contact with Contractor's employees during the usual incubation period for such infectious disease, County shall report such occurrences to Contractor.

For purposes of this Master Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

7.8.5 **Emergency Medical Treatment**

For County-Responsible or County-Referred Patients, emergency medical care may be required for physical illness or accident while at Contractor's facility, and where such care is not available at Contractor's facility, Contractor may authorize such emergency care. In such instances, Contractor must notify County of the emergency and the actions taken in accordance with the following procedures:

7.8.5.1 Within two hours of notification of the onset of illness or accident, Contractor shall contact the County Facility Project Manager and submit the following information to the Medical Director's Office:

(1) Name of Contractor;

(2) Name of patient and medical record;

(3) Hospital to which patient has been transported if applicable;

(4) Name of attending physician for the patient, if possible;

(5) Complete diagnosis of patient, if available;

(6) Approximate length of time until patient can be safely transported back to County.

7.8.5.2 Contractor shall submit a written report County's Risk Manager within five (5) working days of the incident.

7.8.5.3 Contractor shall prepare a separate invoice covering all costs incurred by Contractor in providing such extraordinary care. Such invoice, however, will not be processed or paid unless the above procedures have been followed completely.

8.0 PERFORMANCE REQUIREMENTS SUMMARY

8.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Master Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Master Agreement and the SOW. In any case of apparent inconsistency between services as stated in the Master Agreement and the SOW and the PRS Chart, Attachment 2, the meaning apparent in the Master Agreement and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Master Agreement and the SOW, that apparent service will be null and void and place no requirement on Contractor.

8.2 The Contractor is expected to perform all services described herein. The PRS Chart describes certain required services which will be monitored by the County during the term of the Master Agreement, and for which Contractor may be assessed financial deductions from payment if the service has not been satisfactorily provided. The PRS Chart indicates the SOW and/or Master Agreement section of the performance referenced (column 1); the service to be provided (column 2); the monitoring method that will be used (column 3); and the deductions/fees to be assessed for services that are not satisfactory (column 4).

ATTACHMENT 1

CONTRACTOR DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Master Agreement: Paragraph 7.0 - Administration of Contract-Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager within five (5) business days.	Inspection & Observation	$50 per occurrence
Master Agreement: Sub-paragraph 8.42 - Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.42	Inspection of files	$50 per occurrence
Master Agreement: Sub-paragraph 8.45 – Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	$100 per occurrence; possible termination for default of contract

EXHIBIT A

ATTACHMENT 3

RADIATION THERAPY SERVICES MASTER AGREEMENT

COUNTY FACILITIES

Referring Facilities are listed below.

Harbor-UCLA Medical Center
1000 West Carson Street
Torrance, California 90509

High Desert Regional Health Center
44900 North 60th Street - West
Lancaster, California 93536

LAC + USC Medical Center
1200 North State Street
Los Angeles, California 90033

Martin Luther King, Jr. Outpatient Center
12021 Wilmington Avenue
Los Angeles, California 90059

Olive View-UCLA Medical Center
14445 Olive View Drive
Sylmar, California 91342

Rancho Los Amigos National Rehabilitation Center
7601 E. Imperial Highway
Downey, California 90242

EXHIBIT A

ATTACHMENT 4

RADIATION THERAPY SERVICES MASTER AGREEMENT

CONTRACTOR'S PRACTICE LOCATIONS AND CONTRACTOR LIAISONS*

St. Vincent Medical Center
2131 W. Third Street
Los Angeles, California 90057
Telephone: (213) 484-7219
Facsimile: (213) 484-7235

~~**Conifer Health Solutions**~~
~~500 Northwest Plaza, Suite 600~~
~~St. Ann, Missouri, 63074~~
~~Telephone: (213) 292-9613~~
~~Facsimile: (469) 803-4561~~

*Contractor may add or delete Practice Locations in accordance with the Master Agreement Section 8.0 Standard Terms and Conditions, Section 8.1 Amendments. Contractor shall provide at least thirty (30) days prior written notice to the referring County Facilities.

EXHIBIT B
PRICING SCHEDULE - COMPENSATION RATES
FOR RADIATION THERAPY SERVICES
RADIATION THERAPY SERVICES MASTER AGREEMENT

SCHEDULE I
FLAT RATES PER CASE

Type of Service	Maximum Rate of Payment
Flat Rate Radiation Therapy Services	Up to $4,275*
Flat Rate Palliative Therapy	Up to $2,138**
High Dose Rate (HDR) Brachytherapy Radiation Therapy	Up to $6,000***
Intensity-Modulated Radiation Therapy Services (IMRT) Rate	Up to $15,000****

Note: This Schedule 1 is not applicable to County-Responsible Health Plan Patients.

County shall reimburse Contractor for the services rendered hereunder pursuant to this Master Agreement at the rates set forth in this Exhibit B, Schedule 1, Flat Rate Per Case and/or Schedule 2, Per Treatment/Procedure Rates. Contractor shall bill the third party payer for services rendered to patients covered by Medicare or other third party payer insurance.

* A full range of services including, but not limited to, consultations, planning, physics, simulations, blocks/wedges, casts and x-rays. The services may include: 1) conventional external beam radiation therapy, 2) 3-Dimensional (3-D) conformal radiation therapy 3) computed tomography (CT) simulation, 4) ultrasound and 5) oncology radiation therapy treatment. Contractor may bill and be paid on a fee-for-service basis up to a maximum of $4,275 for services to County-Responsible Patients

** A full range of services including external, internal and systemic radiation therapy. Contractor may bill and be paid on a fee-for-service basis up to a maximum of $2,138 for services to County-Responsible Patients

*** A full range of services including internal implant brachytherapy. Contractor may bill and be paid on a fee-for-service basis up to a maximum of $6.000 for services to County-Responsible Patients.

**** A full range of services providing IMRT utilizing linear accelerators to deliver precise radiation doses to a tumor. Contractor shall bill and may be paid on a fee-for-service basis up to a maximum of $15,000 for services to County Responsible Patients.

EXHIBIT B
PRICING SCHEDULE - COMPENSATION RATES
FOR RADIATION THERAPY SERVICES
RADIATION THERAPY SERVICES MASTER AGREEMENT
SCHEDULE 2

PER TREATMENT/PROCEDURE RATE

TREATMENT CATEGORIES	CPT CODE	MEDI-CAL RATES
Complex Standard	77778	$718.96
Emergency Palliative (e.g., Spinal Cord) Bone Mets (>3 sites treated at the same time) Whole Brain C-2 Skin CA - short course (< 3 weeks) Kaposi Sarcoma - AIDS related Palliative Lung - short course (3-5 weeks) Palliative Pelvis - short course (3-5 weeks) Graves Ophthalmopathy Orbital Pseudotumor Hemi-Body Lower Half Limited Field Hodgkin's or No-Hodgkin's Consolidative Therapy or Palliative		
Standard	77778	$718.96
Bone Mets (1-2 Sites treated at the same time) Whole Brain Hip/Heterotopic Bone-Formation Pre-op Rectum Pre-op Bladder Kaposi Sarcoma - short course (< 1 week)		
Other (Non-Malignant)	77790	$ 79.38
Pterygium (3 treatments) One area Two areas Keloid		
Definitive (5-6 weeks therapy)	77778	$718.96
Pre/Post-op breast/adjuvant or recurrent chest wall 2-3 field Post-op Esophageal Post-op Endometrium Mantle only (Hodgkin's) or Consolidated Treatment		

EXHIBIT B
PRICING SCHEDULE - COMPENSATION RATES
FOR RADIATION THERAPY SERVICES
RADIATION THERAPY SERVICES MASTER AGREEMENT
SCHEDULE 2

PER TREATMENT/PROCEDURE RATE

TREATMENT CATEGORIES	CPT CODE	MEDI-CAL RATES
Definitive (5-6 weeks therapy) (con't)	77778	$718.96
Hodgkin's (multiple sites)		
Non Hodgkin's Lymphoma - Extended Field		
Non Hodgkin's Lymphoma (Head and Neck)		
Kaposi's Sarcoma - Long Course		
Post-op Colon		
Post-op Prostate		
Recurrent Cervix (curative intense-external only)		
Skin Cancer (4-6 week course)		
Post-op Head and Neck		
Post-op Cervix CA		
Post-op Vaginal CA		
Post-op Vulva CA		
Definitive Cervix		
Testicular CA - Seminoma/Non-Seminoma		
Pancreas - short course		
Thyroid and Mediastinal Tumors		
Complex Definitive (7-8 weeks therapy)	77778	$718.96
Primary Full Breast		
Prostate (Standard-4 field)		
Larynx (b.i.d. Treatment)		
Primary Head &Neck		
Multi-fractioned Head & Neck		
Rectum/Anus with or without surgical excision		
Esophageal-Definitive w/Biopsy only		
Sarcomas-extremities		
Gallbladder		
Bladder		
Pituitary		
Brain Tumors		
Nasopharyngeal Carcinoma		
Pancreas-long course		
Single or Multi-fractioned lung		

EXHIBIT B
PRICING SCHEDULE - COMPENSATION RATES
FOR RADIATION THERAPY SERVICES
RADIATION THERAPY SERVICES MASTER AGREEMENT
SCHEDULE 2

PER TREATMENT/PROCEDURE RATE

TREATMENT CATEGORIES	CPT CODE	MEDI-CAL RATES
Complex Definitive (7-8 weeks therapy) (con't)	77778	$718.96
Advanced Chest Wall Recurrence - Breast Definitive GYN Cancers (w/Boosts, Para-Aortic Treatment) (Cervix, vulva, vaginal, tubal) Craniospinal Irradiation Post-op Endometrium with Para-Aortic Lymph Nodes Post-op Cervix with Para-Aortic Lymph Nodes Post-op Vagina with Para-Aortic Lymph Nodes Post-op Vulva with Para-Aortic Lymph Nodes		
Treatment Planning Ultrasound	76872	$ 67.65
Follow-up Visits	99214	$ 37.50
All categories include two follow-up visits per year for the first two years (After two years, additional approval required)		
CT Treatment Planning (CPT4)	77301	$1237.18
3-D Conformal Radiation Therapy Treatment Codes		
Initial Consult	99241	$ 30.60
	99242	$ 47.20
	99243	$ 59.50
	99244	$ 81.40
	99245	$102.20
Radiation therapy planning – Simple	77261	$138.85
Treatment Planning Complex	77263	$210.10
CT Simulation Complex	77295	$440.52
Simulation Complex	77290	$155.89
Simulation Intermediate	77285	$127.02
Simulation Simple	77280	$ 80.14
Isodose Complex	77316	$166.29
Special Therapy Port Plan	77321	$ 86.56
Special Medical Radiation Physics Consultation	77370	$ 95.19
Special Treatment Procedures	77470	$151.20

EXHIBIT B
PRICING SCHEDULE - COMPENSATION RATES
FOR RADIATION THERAPY SERVICES
RADIATION THERAPY SERVICES MASTER AGREEMENT
SCHEDULE 2

PER TREATMENT/PROCEDURE RATE

TREATMENT CATEGORIES	CPT CODE	MEDI-CAL RATES
3-D Conformal Radiation Therapy Treatment Codes (Cont'd)		
x 7 Basic Dosimetry Calculation(s)	77300	$ 59.63
x 9 Continuing Medical Physics	77336	$ 55.09
x 9 Port Films (Verification)	77417	$ 57.30
x 9 Weekly Treatment Management	77427	$114.37
x 7 Treatment/Immobilization Devices	77334	$129.80
x 40 Daily Treatment Delivery	77412	$ 43.20
	77417	$ 57.30
Follow Up Visit	99211	$ 12
	99212	$ 18.10
	99213	$ 24
	99214	$ 37.50
	99215	$ 57.20
Intensified Modulated Radiation Therapy (IMRT) Radiation Therapy Treatment Codes		
Pre IMRT Treatment Planning Codes:		
Initial Consult	99241	$ 30.60
	99242	$ 47.20
	99243	$ 59.50
	99244	$ 81.40
	99245	$102.20
Physician Clinical Treatment Planning - Complex	77263	$210.10
Initial Simulation (position/leveling)	77290	$155.89
Physics Consultation	77370	$ 95.19
Special Treatment Procedure	77470	$151.20
Echo Guidance Radiotherapy	76965	$ 89.46
Radiation Treatment AIDS	77334	$129.80
IMRT Dosimetry Treatment Planning Codes:		
IMRT Dosimetry Treatment Plan x one per course	77301	$1,237.18

EXHIBIT B
PRICING SCHEDULE - COMPENSATION RATES
FOR RADIATION THERAPY SERVICES
RADIATION THERAPY SERVICES MASTER AGREEMENT
SCHEDULE 2

PER TREATMENT/PROCEDURE RATE

TREATMENT CATEGORIES	CPT CODE	MEDI-CAL RATES
IMRT Dosimetry Treatment Planning Codes: (Cont'd)		
x 7 or less Basic Dosimetry Calculation(s)	77300	$ 59.63
Multi-Leaf Collimator (MLC) Device for IMRT	77338	$427.61
Post IMRT Planning Treatment Codes:		
Set Radiation Therapy Field	77280	$ 80.14
x 44 or less IMRT Daily Treatment Delivery	77412	$ 43.20
x 4 or less Treatment Devices per port Radiation Therapy Treatment AIDS	77334	$129.80
Radiation Consult Medical Physics	77336	$ 55.08
x 9 or less Port Films (verification of iso-center set up every 5 fractions)	77417	$ 57.30
x 9 or less Physicians Clinical Treatment Management (per 5 fractions)	77427	$114.37
Echo Guidance Radiotherapy	76965	$ 89.46
Office Outpatient Follow Up Visit	99211	$ 12
	99212	$ 18.10
	99213	$ 24
	99214	$ 37.50
	99215	$ 57.20
3-D Conformal Radiation Therapy Treatment Codes with IMRT Boost:		
Initial Consult	99241	$ 30.60
	99242	$ 47.20
	99243	$ 59.50
	99244	$ 81.40
	99245	$102.20
Therapeutic Rad. Treatment Planning-Intermediate	77262	$145.92
Therapeutic Rad. Treatment Planning-Complex	77263	$210.10
CT Simulation Complex	77295	$440.52
Simulation Complex	77290	$155.89

EXHIBIT B
PRICING SCHEDULE - COMPENSATION RATES
FOR RADIATION THERAPY SERVICES
RADIATION THERAPY SERVICES MASTER AGREEMENT
SCHEDULE 2

PER TREATMENT/PROCEDURE RATE

TREATMENT CATEGORIES	CPT CODE	MEDI-CAL RATES
3-D Conformal Radiation Therapy Treatment Codes with IMRT Boost: (Cont'd)		
Simulation Intermediate	77285	$127.02
Simulation Simple	77280	$ 80.14
Teletherapy Isodose Plan – Simple	77306	$128.69
Teletherapy Isodose Plan – Complex	77307	$251.14
Respiratory Motion Management Simulation	77293	$414.46
Radiation Complete Course	77431	$ 79.34
Surface Application of radiation source	77789	$ 40.68
Isodose Complex	77318	$313.40
Special Therapy Port Plan	77321	$ 86.56
Special Medical Radiation Physics Consult	77370	$ 95.19
Special Treatment Procedures	77470	$151.20
x 7 Basic Dosimetry Calculation(s)	77300	$ 59.63
x 9 Continuing Medical Physics	77336	$ 55.08
x 9 Port Films (Verification)	77417	$ 57.30
x 9 Weekly Treatment Management	77427	$114.37
x 7 Treatment/Immobilization Devices	77334	$129.80
x Radiation Treatment Delivery	77412	$ 43.20
Radiology Port Films	77417	$ 57.30
Follow Up Visit	99211	$ 12
	99212	$ 18.10
	99213	$ 24.00
	99214	$ 37.50
	99215	$ 57.20
Dosimetry IMRT Boost CPT Codes:		
x 1 IMRT Dosimetry Treatment Plan	77301	$1,237.18
x 10 IMRT Daily Treatment Delivery	77417	$ 57.30
Echo Guidance Radiotherapy	76965	$ 89.46
Stereotactic Radiosurgery:		
OPPS/PHP activity therapy	G0176	$ 35
Special Dosimetry only by Physician	77331	$ 53.40
Radiation Treatment AIDS	77334	$129.80

EXHIBIT B
PRICING SCHEDULE - COMPENSATION RATES
FOR RADIATION THERAPY SERVICES
RADIATION THERAPY SERVICES MASTER AGREEMENT
SCHEDULE 2

PER TREATMENT/PROCEDURE RATE

TREATMENT CATEGORIES	CPT CODE	MEDI-CAL RATES
Stereotactic Radiosurgery (Cont'd)		
Radiation Treatment Dose Plan	77300	$ 59.63
Radiotherapy Physics Consult	77336	$ 55.08
Special Physics Consultation	77370	$ 95.19
Set Radiation Therapy Field	77295	$440.52
Radiation Therapy Planning	77263	$210.10
Stereotactic Radiation Treatment	77432	$284.32
Stereotactic Body Radiation Treatment (SBRT)	77373	$1,517.88
SBRT Treatment Management	77435	$543.09
Treatment Delivery and IGRT		
Echo Guidance Radiotherapy	G6001	$ 45.71
Stereoscopic X-Ray Guidance	G6002	$ 67.51
Radiation Treatment Delivery	G6004	$115.01
Radiation Treatment Delivery	G6005	$128.49
Radiation Treatment Delivery	G6009	$176.18
Radiation Treatment Deliver	G6010	$176.18
Radiation Treatment Delivery	G6012	$209.40
Radiation Treatment Delivery	G6013	$235.72
Radiation Treatment Delivery	G6014	$235.72
Radiation TX Delivery IMRT	G6015	$367.60
CT Scan for Therapy Guide	77014	$128.39
Set Radiation Therapy Field - Simple	77280	$ 80.14
Set Radiation Therapy Field – Intermediate	77285	$127.02
Set Radiation Therapy Field - Complex	77290	$155.89
Set Radiation Therapy Field – 3 Dimensional	77295	$440.52
Radiation Therapy Dose Plan	77300	$ 59.63
Brachytx Isodose Complex	77318	$313.40
Radiation Treatment AIDS	77332	$ 53.63
Radiation Physics Consult	77336	$ 55.08
Special Physics Consultation	77370	$ 95.19
HDR RDNCL NTRSTL/ICAV BRCHTX	77770	$290.89
HDR RDNCL NTRSTL/ICAV BRCHTX	77771	$540.76
HDR RDNCL NTRSTL/ICAV BRCHTX	77772	$827.53
Fiberscopic Laryngoscopy	31575	$ 77.07

EXHIBIT B
PRICING SCHEDULE - COMPENSATION RATES
FOR RADIATION THERAPY SERVICES
RADIATION THERAPY SERVICES MASTER AGREEMENT
SCHEDULE 2

PER TREATMENT/PROCEDURE RATE

TREATMENT CATEGORIES	CPT CODE	MEDI-CAL RATES
High Dose Rate Brachytherapy		
Place RT Device/Marker Pros	55876	$132.28
SRS Treatment Delivery	77372	$806.21
Ins. Vaginal Brachytherapy Device	57156	$ 86.82
Intraoperative treatment management	77469	$248.27
Office or outpatient visit, new Patient – Level 1	99201	$ 22.90
Office or outpatient visit, new Patient –Focused	99202	$ 34.30
Office or outpatient visit, new Patient-Detailed	99203	$ 57.20
Office or outpatient visit, new Patient-Moderate	99204	$ 68.90
Office outpatient visit, new Patient-High Complexity	99205	$ 82.70
Initial Hospital Care – 30 minutes average	99221	$ 34.30
Initial Hospital Care – 50 minutes average	99222	$ 73.20
Initial Hospital Care - 70 minutes average	99223	$ 80.10
Subsequent Hospital Care	99231	$ 27.50
Subsequent Hospital Care - Expanded Focus	99232	$ 37.80

Note: If after consultation it is determined that the level of services indicated on the referral is not necessary, Contractor shall request prior approval from the County before any changes are made to the level of services.

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. H-707361

MASTER AGREEMENT PROGRAM DIRECTOR:

Name: Kathy Hanks

Title: Director, Contracts and Grants

Address: 313 N. Figueroa Street, 6th Floor-East
Los Angeles, California 90012

Telephone: (213) 240-7819

Facsimile: (213) 250-2958

E-Mail Address: khanks@dhs.lacounty.gov

FACILITY PROJECT DIRECTOR:

Name: Judith Maass, RN, NP,

Title: Chief Executive Officer – Olive View UCLA Medical Center

Address: 14445 Olive View Drive
Sylmar, California 91342

Telephone: (747) 210-3001

Facsimile: (747) 210-3205

E-Mail Address: jmaass@dhs.lacounty.gov

FACILITY PROJECT MANAGER:

Name: Leland Powell, M.D.

Title: Senior Physician Internal Medicine Olive View UCLA Medical Center

Address: 14445 Olive View Drive
Sylmar, California 91342

Telephone: (818) 364-3205

Facsimile: (747) 210-3205

E-Mail Address: lepowell@dhs.lacounty.gov

FACILITY PROJECT DIRECTOR:

Name: Kimberly McKenzie, RN, MSN, CPHQ

Title: Chief Executive Officer – Harbor-UCLA Medical Center

Address: 1000 W. Carson Street
Torrance, California 90502

Telephone: (310) 222-2101

Facsimile: (310) 222-2490

E-Mail Address: kmckenzie2@dhs.lacounty.gov

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. H-707361

FACILITY PROJECT MANAGER:

Name: Rebecca Moore
Title: Radiation Therapy Technologist – Harbor UCLA Medical Center
Address: 1000 W. Carson Street
Torrance, California 90502
Telephone: (310) 222-2804
Facsimile: (310) 222-2490
E-Mail Address: rmoore@dhs.lacounty.gov

FACILITY PROJECT DIRECTOR:

Name: Yolanda Vera
Title: Chief Executive Officer – Martin Luther King, Jr. Outpatient Center
Address: 1670 E. 120th Street
Los Angeles, California 90059
Telephone: (424) 338-1000
Facsimile: (424) 338-1001
E-Mail Address: yvera@dhs.lacounty.gov

FACILITY PROJECT MANAGER:

Name: Uchenna Nworgu
Title: Fiscal Officer - Harbor UCLA Medical Center
Address: 1000 W. Carson Street
Torrance, California 90502
Telephone: (310) 668-3799
Facsimile: (310) 222-2490
E-Mail Address: unworgu@dhs.lacounty.gov

EXHIBIT D

CONTRACTOR'S ADMINISTRATION

ST. VINCENT MEDICAL CENTER
CONTRACTOR'S NAME

MASTER AGREEMENT NO. H-707361

CONTRACTOR'S PROJECT MANAGER:

Name: Margaret Pfeiffer
Title: Chief Operating Officer
Address: 2131 West Third Street
Los Angeles, California 90057
Telephone: (213) 484-7000
Facsimile: (213) 484-7235
E-Mail Address: MargaretPfeiffer@verity.org - Copy: AylinJanian@verity.org

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Gaynor B. Rabin
Title: Vice President Managed Care Contracting
Address: 2131 West Third Street
Los Angeles, California 90057
Telephone: (213) 484-7000
Facsimile: (213) 484-7235
E-Mail Address: gaynorrabin@verify.org

Name: Ta-Tanisha Thomas
Title: Director Managed Care
Address: 2131 West Third Street
Los Angeles, California 90057
Telephone: (310) 900-7323
Facsimile: 310) 900-7324
E-Mail Address: tanishathomas@verity.org

Notices to Contractor shall be sent to the following address:

Name: Anita Chou
Title: Chief Financial Officer
Address: 2131 West Third Street
Los Angeles, California 90057
Telephone: (213) 484-7235
Facsimile: (213) 484-7235
E-Mail Address: MargaretPfeiffer@verity.org - Copy: AylinJanian@verity.org

CONTRACTOR'S EEO CERTIFICATION

St. Vincent Medical Center
Contractor Name

2131 West. Third Street, Los Angeles, California 90057
Address

95-2154438
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☑	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☑	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☑	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☑	No ☐

Margaret Pfeiffer, Chief Operating Officer
Authorized Official's Printed Name and Title

[redacted]
Authorized Official's Signature

10/24/17
Date

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

   1. Has ten or fewer employees during the contract period; and,

   2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

   3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

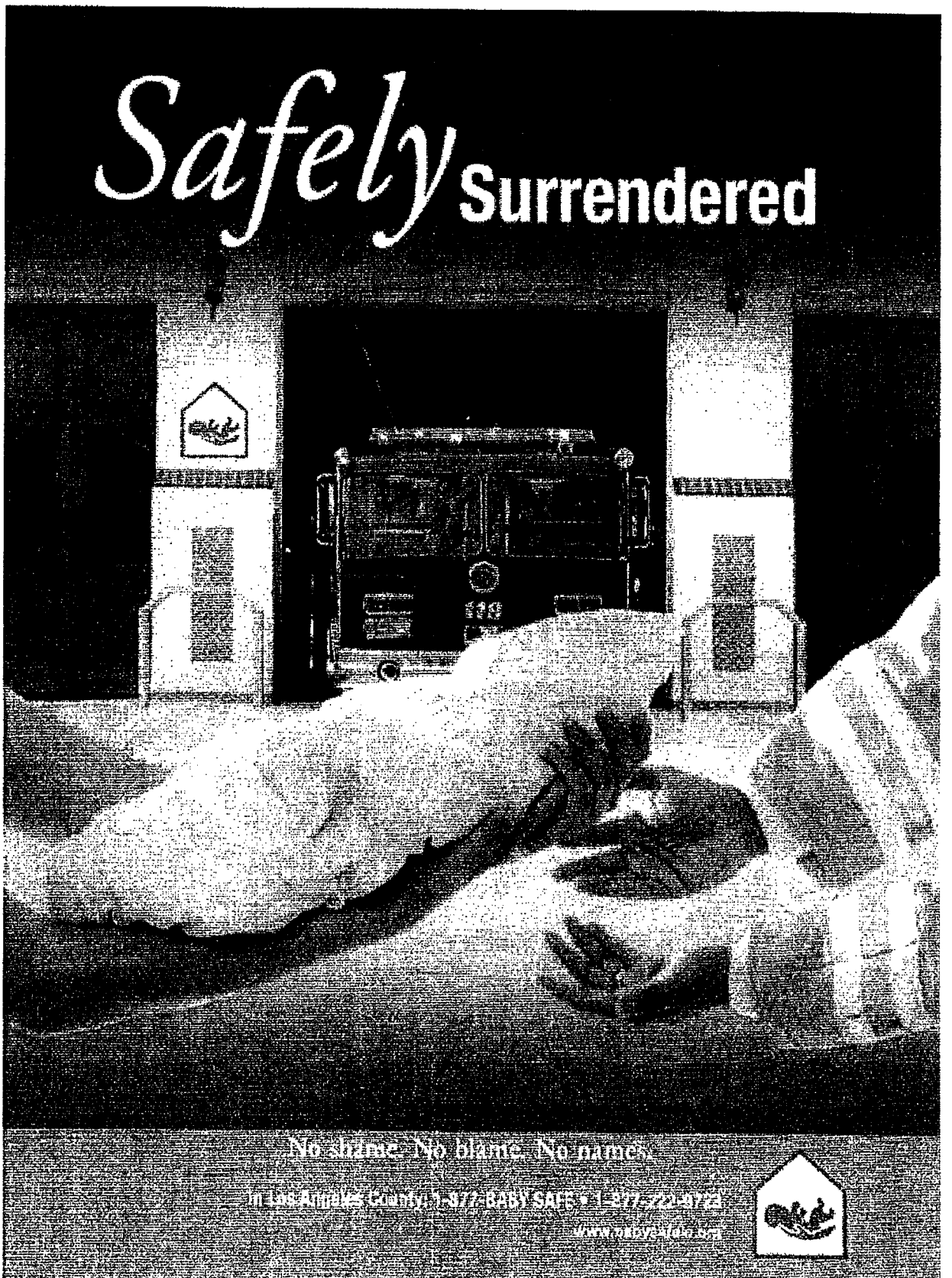
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW


Safely surrendered
No shame. No blame. No name.

Safely Surrendered Baby Law

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

What is the Safely Surrendered Baby Law?
California's Safely Surrendered Baby Law allows parents or other persons with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby, as long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?
A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?
Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?
No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?
No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

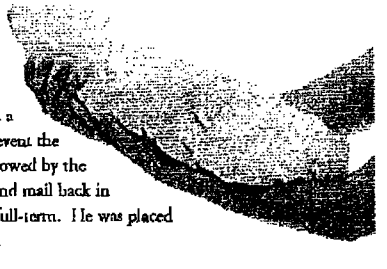
Does the parent or surrendering adult have to tell anything to the people taking the baby?
No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?
The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

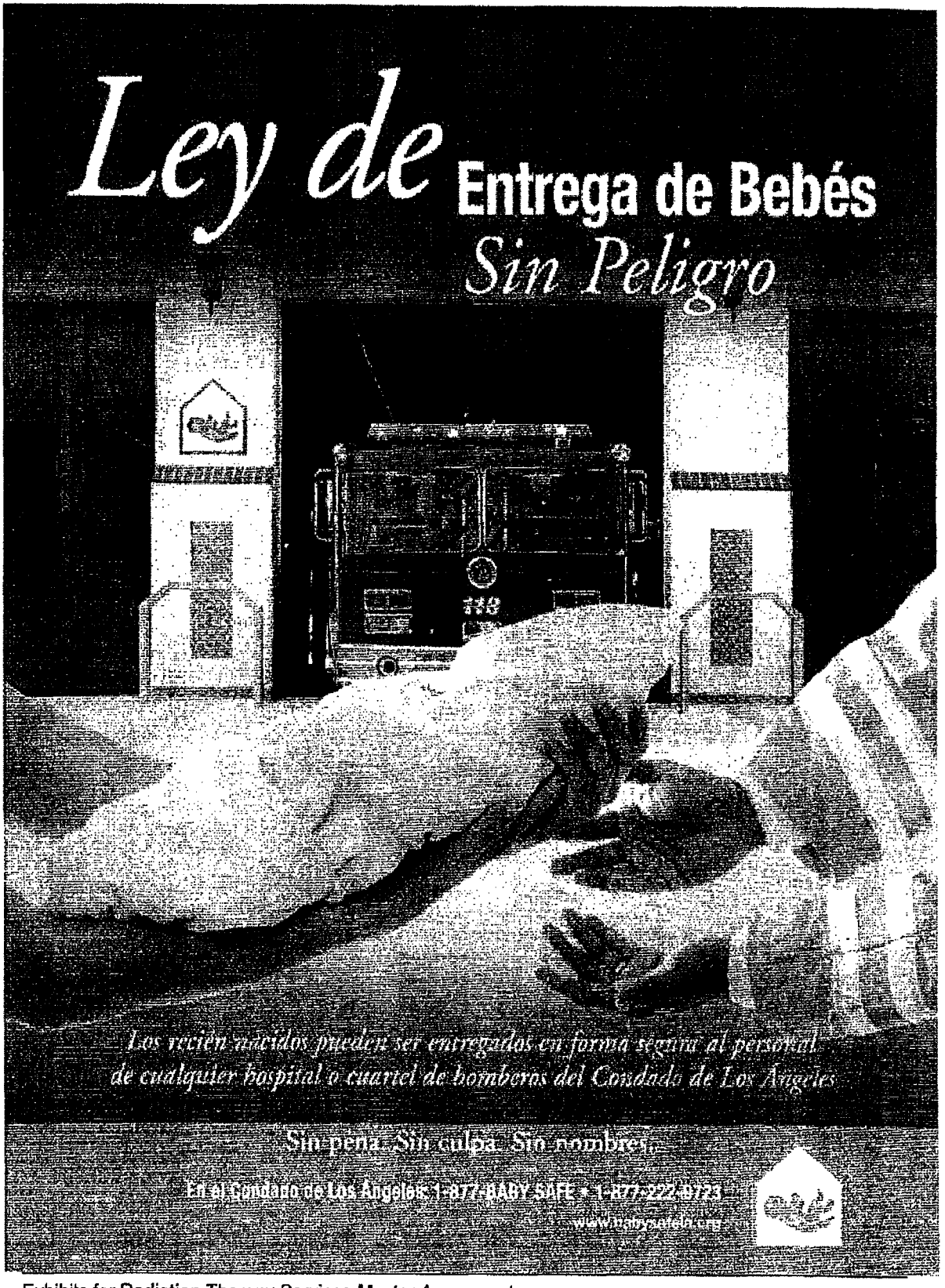
What happens to the parent or surrendering adult?
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.


Ley de Entrega de Bebés Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Angeles 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *sin Peligro*

En el Condado de Los Angeles: Llame 800.Y.Safely (1-877-222-9759)

www.BabySafeLA.org

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres o cualquier persona con custodia legal, es decir cualquier persona a quien los padres le haya dado permiso. Siempre que el bebé tenga no más de tres días (72 horas) de vida o menos y no haya sufrido abuso ni negligencia, pueden entregarlo en forma confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Ángeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

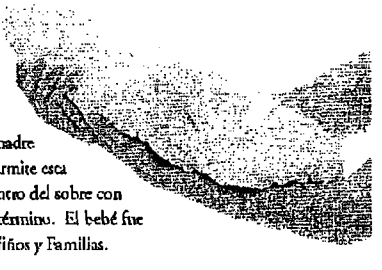
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé



A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

EXHIBIT H

FORMS REQUIRED AT THE TIME OF MASTER AGREEMENT EXECUTION

H1 **INTENTIONALLY OMITTED**

H2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

H3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Master Agreement.)

Contractor St. Vincent Medical Center. Employee Name Margaret Pfeiffer

County Master Agreement No. H-707381

GENERAL INFORMATION:

Your employer referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Master Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE: [redacted] DATE: 10/24/17

PRINTED NAME: Margaret Pfeiffer

POSITION: Chief Operating Officer

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Master Agreement.)

Contractor St. Vincent Medical Center Employee Name Margaret Pfeiffer
County Master Agreement No. H-707361

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Master Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: [redacted] DATE: 10/24/17

PRINTED NAME: Margaret Pfeiffer

POSITION: Chief Operating Officer

CHARITABLE CONTRIBUTIONS CERTIFICATION

St. Vincent Medical Center
Company Name

2131 West Third Street, Los Angeles, California 90057
Address

95-2154438
Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☐ Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

[redacted]
Signature

10/05/17
Date

Margaret Pfeiffer — Chief Operating Officer
Name and Title of Signer (please print)

BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.

1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.

1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.

1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)

1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

"Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media. "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.

1.10 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

1.11 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

1.12 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).

1.13 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

1.14 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.15 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103

1.16 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.17 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement with or without payment, that gives rise to Contractor's status as a Business Associate.

1.18 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.19 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

1.20 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)

1.21 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further

Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(c) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief HIPAA Privacy Officer at: Chief HIPAA Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov,** that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.3 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

6.4 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.

6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

(a) The date of the Disclosure;

(b) The name, and address if known, of the entity or person who received the Protected Health Information;

(c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.1 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

(a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

(e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.1 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

1C

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH

LPS DESIGNATION APPLICATION: ☐ INITIAL/☐ ADDITIONAL/X RENEWAL

Facility Name: **St. Francis Medical Center**

Facility Address: **3630 E. Imperial Hwy**
Lynwood, CA 90262

Facility Telephone Number: **310-900-8900**
FAX Number: **310-900-7390**
E-mail Address: **geraldkozai@verity.org**

CEO/Executive Director Name: **Gerald T. Kozai**
Official Title: **President/CEO**
Corporate Affiliation: X Yes ☐ No
If "Yes", Identify Corporate Owner: **Verity Health System**

License Type:

☐ Acute Psychiatric Hospital
X Acute Psychiatric Unit(s) of a General Acute Care Hospital
☐ Skilled Nursing Facility-Special Treatment Program (SNF)
☐ Psychiatric Health Facility (PHF)
☐ Other (Specify): _____

Joint Commission Accredited Organization: X Yes ☐ No;
If "Yes", Date of Last Survey: **Feb 26, 2016**
Other Accreditation (Specify Organization): _____
Date of Last Survey: _____

Current LPS Designation Status: X Designated ☐ Non-Designated ☐ Other (Specify-e.g., Designation Suspended): _____

Total Number of Licensed Psychiatric Beds **40**
Prior Year **CY2015**; Average Daily Census **33.9**;
Average Length of Stay **5.4**; Total # Patient Days **12,391**;
Percentage of Patient Population: Indigent **0** %; Medi-Cal **76.3** %

Total Number of Staff Who Are LPS Designated: **9**

Psychiatric Inpatient Services Provided:

X Assessments for Involuntary Detention (5150's)
☐ On-Site Only
X Off-Site by Facility Employees
X Emergency Room (Medical Clearance & Assessment for Involuntary Detention)
☐ Child Psychiatry # Beds: Unlocked_____ Locked_____
☐ Adolescent Psychiatry # Beds: Unlocked_____ Locked_____
X Adult Psychiatry # Beds: Unlocked_____ Locked **40**
☐ Geriatric Psychiatry # Beds: Unlocked_____ Locked_____
☐ Chemical Dependency # Beds: Unlocked_____ Locked_____
X Medi-Psych. **(2 East)** # Beds: Unlocked **28** Locked_____
☐ Other_____ # Beds: Unlocked_____ Locked_____
☐ Electroconvulsive Therapy
☐ Psychosurgery/Deep Brain Stimulation

Certificate of Applicant:
I attest that all information provided in this application is true and complete. I acknowledge that any false or incomplete statement given here or any omission of material fact will result in facility disqualification or relinquishment of participation in designation. I acknowledge that, if given facility designation for involuntary detention, failure of the facility or its representatives to comply with all laws, policies, by-laws and regulations related to involuntary detention, or with the "LPS Designation Guidelines and Process for Facilities Within Los Angeles County", 7th Edition (Revised February 2016) and including any revisions thereafter adopted, will result in withdrawal of facility designation for involuntary detention.

[redacted] 6/26/18

Signature, Person in Charge of the Facility Date

Print Name & Title Here **Gerald T. Kozal, PharmD; President/CEO**

Return Application (including Documents specified on Checklist) to:

LPS Designation Coordinator – Inpatient Facilities
Los Angeles County Department of Mental Health
550 S. Vermont Avenue, 10th Floor-OMD
Los Angeles, CA 90020
Phone (213) 639-6315; FAX (213) 738-4646

For County Use Only

Type of Survey Required: ☐ Initial Designation ☐ Renewal of Designation
☐ Focus ☐ Other (Specify):_____

Application: ☐ Complete ☐ Incomplete
If incomplete, items required before application can be processed: _____

Scheduled Survey Date: _____

Facility Number: _____

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH

DESIGNATION AGREEMENT

Agreement Between the County of Los Angeles Department of Mental Health (LAC-DMH) and a Facility Designated and Approved as a 72-Hour Evaluation and Intensive Treatment Facility Pursuant to California Welfare and Institutions Code Section 5000 et seq.

Facility Designated: St. Francis Medical Center Designation ID #: 52

Terms of Facility Designation

I. INTENT OF AGREEMENT

This agreement is intended to memorialize the responsibilities of the Designated Facility ("Designated Facility" or "Facility") and the authority of the Department of Mental Health (DMH) of the County of Los Angeles as a consequence of the delegation by DMH to the designated facility of the authority to involuntarily detain and treat patients pursuant to the Lanterman-Petris-Short Act (Division 5 of the California Welfare and Institutions Code), hereinafter referred to as "designation." This agreement is not for the purchase of goods or services by, and does not create an obligation to perform on the part of, DMH. By signing this agreement, facility acknowledges and agrees that designation is entirely discretionary with DMH and that DMH may revoke or modify the designation at any time with or without cause.

Further, this agreement identifies the responsibilities of the Designated Facility for serving individuals who require acute inpatient psychiatric care. Facility Designation authority is limited to detentions initiated within the County of Los Angeles and to the Designated Facility listed above.

II. AUTHORITY OF LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH

1. LAC-DMH may, at the Designated Facility's request, authorize Facility to utilize the services of qualified, designated professional staff who have admitting privileges, who have attended a DMH-approved LPS Training Course and passed a DMH-approved written examination, to complete preadmission evaluations and to initiate Application[s] for Placement for Evaluation and Treatment. for 72-Hour Detention. Facility will not utilize the services of any professional staff for these purposes unless so authorized by LAC-DMH. Facility remains solely responsible for all of its professional and other staff, and LAC-DMH's authorization and training program do not create any legal relationship or obligation of any kind between LAC-DMH and the individual professionals regarding Facility's professional or other staff.

2. LAC-DMH has approved the LAC-DMH Patients' Rights Bureau as the County patients' rights advocate pursuant to Welfare and Institutions Code Section 5500 et seq. The Designated Facility shall comply with all applicable laws and LAC-DMH "LPS Designation Guidelines and Process for Facilities Within Los Angeles County" ("LPS Designation Guidelines") (including any revisions thereafter adopted) relating to access by LAC-DMH Patients' Rights Advocates and representatives of the Local Mental Health Director to the Designated Facility premises and staff, and to mental health patients and their records.

3. LAC-DMH is responsible for monitoring the integrity of the Designated Facility's professional staff processes for assessing individual staff qualifications and granting of involuntary detention privileges, and for reviewing individual staff 5150-related performance as determined by the Facility's professional staff proctoring and monitoring processes and DMH-gathered community data.

4. LAC-DMH will conduct regular Designation Reviews to determine whether the Designated Facility is complying with the terms of this Agreement. The product of this review may be continued designation or may be modification or termination of designation.

5. The LPS Designation Coordinator for LAC-DMH is responsible for the overall coordination of this Agreement.

III. RESPONSIBILITIES OF A DESIGNATED FACILITY

1. The Facility and all professional staff shall comply with all laws, regulations, and designation standards while exercising the authority conferred by this Designation.

2. The Facility and all professional staff shall comport with the requirements of the Lanterman-Petris-Short Act and Title IX of the California Code of Regulations while exercising the authority conferred by this Designation to detain.

3. The Facility shall maintain all applicable current licenses and accreditation, and shall ensure that its Attending staff, as defined in the California Code of Regulations, Title 9, Section 823, maintain all professional licenses and Attending Staff privileges.

4. The facility and all professional staff shall show no gross violations of clinical practice or safety precautions relevant to the class of persons for whom the designation applies, and shall meet or exceed the applicable professional and clinical standards of care in all actions taken under the authority of this Designation.

5. The Designated Facility shall comply with all Policies and Procedures of the LAC-DMH related to exercising the authority conferred by this designation to detain, inclusive of the "LPS Designation Guidelines". Facility understands that LAC-DMH may update or revise these guidelines from time to time, and acknowledges that the most current version of such will govern in any matter or proceeding, as long as Facility has previously been provided a copy of such. Attached to this Agreement and Incorporated herein by reference is a copy of this document, in effect as of March 1, 2016 (revised February 2016).

6. The Designated Facility is responsible for arranging and paying for transportation as necessary to the Designated Facility of individuals involuntarily detained under the authority conferred by this Designation.

7. Individuals detained to a Designated Facility under WIC 5150 must be advised of specified information at the time and place where they are detained, pursuant to WIC 5150 (f)-(h).

8. When a LAC-DMH client is hospitalized, the Designated Facility's staff must notify the client's Single Fixed Point of Responsibility (SFPR) within one working day of admission and involve the SFPR in creating a discharge plan for the client.

9. The Designated Facility must comply with laws requiring the treatment of patients under emergency circumstances, regardless of the individual's ability to pay.

10. The Designated Facility will hold no individual against his/her wishes unless he/she meets the criteria for the appropriate involuntary detention, certification, post-certification, temporary conservatorship or conservatorship and the required Application, Notice of Certification, or Petition has been completed. At such time as an individual no longer meets the criteria for involuntary detention, he/she shall be provided evaluation, crisis intervention, or other inpatient or outpatient services on a voluntary basis. At the time of voluntary admission to the Designated Facility and during the course of voluntary hospitalization, services shall be provided pursuant to California Welfare and Institutions Code Section 6000 et seq., and related provisions of Title 9, California Code of Regulations and all other applicable law.

11. The Designated Facility will maintain a physical environment to ensure the safety of recipients of mental health services.

12. The Designated Facility shall maintain 24-hour, 7 day a week assessment, evaluation, referral, admission, and treatment capabilities.

13. Individuals admitted to a Designated Facility must be evaluated by the attending practitioner with admitting privileges, or a psychiatric resident, who must complete a comprehensive mental health assessment within 24 hours of admission.

14. The Designated Facility must follow the procedures and provisions of law as required by Title 9, California Code of Regulations (CCR), Sections 850-857 and California Welfare and Institutions Code Sections 5332 et seq. governing the treatment of voluntary patients with anti-psychotic medication(s) and the provision of psychotropic medications to involuntarily detained patients, including complying with informed consent and emergency medication requirements.

15. The Designated Facility shall submit monthly and quarterly reports as required by WIC 5326.1, 5326.15, CCR, Title 9, Section 866, Title 22 regarding involuntary detentions, patients' rights denials, seclusion and restraints, electroconvulsive treatment and psychosurgery, to LAC-DMH, and report data collected as specified in the "LPS Designation Guidelines", including information about adverse events (deaths and critical incidents), by established deadlines.

16. The Designated Facility must notify LAC-DMH of any changes that may significantly affect the Facility's conformance with the criteria for designation, including modifications of physical structure, number of beds, demographic or diagnostic aspects of patient population, therapeutic services, or policy or procedure concerning staffing, program, or operations. Based upon receipt and analysis of such information, DMH may require a focused review as a condition of continued Facility Designation.

17. The Designated Facility shall participate in regular LAC-DMH Designation Reviews to determine whether the Designated Facility is complying with the terms of this Agreement.

IV INDEMNIFICATION

The Facility agrees to indemnify, defend, and hold harmless the Los Angeles County Board of Supervisors, the State Department of Health Care Services, and their (County and State) officers, agents and employees, from and against any and all claims, losses, liabilities, or damages arising out of, or resulting from the Facility's or its designees' exercise of County-granted LPS authority to evaluate, detain and treat patients on an involuntary basis.

V. REVOCATION

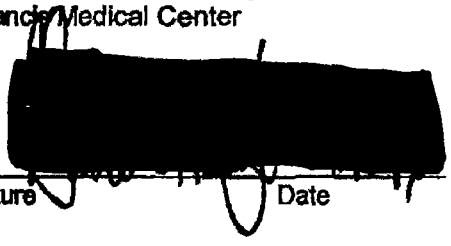
Designation is entirely discretionary with DMH. DMH may revoke or modify the designation at any time with or without cause.

VI. TERM

This designation expires at the end of the designation period indicated below, unless earlier terminated by either party, or unless exigent/emergent circumstances exist, as determined by the Local Mental Health Director in his or her sole discretion, which would warrant temporary suspension or cancellation of the Agreement.

This Agreement supersedes all prior agreements related to the subject matter addressed herein and does not create an obligation to perform on the part of DMH or the County of Los Angeles. If either party cancels this Agreement, the Facility will be deemed to no longer be a Designated Facility under Welfare and Institutions Code Section 5000, et seq.

Gerald T. Kozai, Pharm.D.
Chief Executive Officer [PRINT NAME]
St. Francis Medical Center



Signature Date

Robin Kay, Ph.D.
Acting Mental Health Director
Los Angeles County -
Department of Mental Health

Signature Date

Designation Period: (for County use only) April 16, 2016 to April 15, 2019

1D

AFFILIATION AGREEMENT
FOR PHYSICIANS IN POSTGRADUATE TRAINING

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(approved 06/23/92)

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Exhibit A - Agreement Regarding Participation in Affiliated Training Programs

Contract No. H-707336

AFFILIATION AGREEMENT
FOR PHYSICIANS IN POSTGRADUATE TRAINING

THIS AGREEMENT is made and entered into this 22nd day of August, 2017,

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and St. Francis Medical Center (hereafter "Contractor")

Business Address:
3630 E. Imperial Hwy
Lynwood, CA 90262

WHEREAS, pursuant to California Health and Safety Code Section 1441, County has established and operates, through its Department of Health Services (hereafter "DHS"), a network of County hospitals and other health facilities; and

WHEREAS, Contractor owns and operates the hospital (s) or other health facility(ies) known as St. Francis Medical Center located at 3630 E. Imperial Hwy, Lynwood, CA 902626; and

WHEREAS, County operates physician postgraduate training programs, and Contractor may operate physician postgraduate training program(s); and

WHEREAS, Contractor and County have found it to be in the public and in their mutual interest to, from time to time, provide an affiliation for each others' physicians in postgraduate training (hereafter "Resident (s)"), when one party's physician postgraduate training program does not possess sufficient or appropriate staff, facilities, or resources to properly train its own Residents in a particular area or specialty and when the other party either does have a physician postgraduate training program with sufficient and appropriate staff, facilities, and resources for such training or otherwise has sufficient and appropriate staff, facilities, and resources for such training; and

WHEREAS, it is the purpose of this Agreement to provide for unilateral and/or bilateral exchanges of each party's Residents for purposes of benefitting the physician postgraduate training programs by providing Residents with specialized training at the training party and improving the training party's patient care by receiving valuable medical services from the other party's Residents incident to such specialized training hereunder; and

WHEREAS, as used in this Agreement, the following terms shall have the following meanings:

A. "Sending Party" means the party from which Resident(s) is (are) sent;

B. "Receiving Party" means the party to which Resident(s) is (are) sent;

WHEREAS, this Agreement is authorized by California Government Code Section 26227 and otherwise;

NOW, THEREFORE, Contractor and County agree as follows:

1. TERM: The term of this Agreement shall commence on the date first hereinabove written and shall continue in full force and effect through the next following June 30. This Agreement shall thereafter be automatically renewed for successive one year periods without further action by the parties hereto unless the desire of either party to terminate this Agreement is given in writing to the other party on or before May 31 of any County fiscal year (July 1 through June 30) in which this Agreement is in effect. In any event, either party may at any time terminate this Agreement for any reason by giving at least ninety days' written notice to the other party. In the event of any interruption of either party's operations by war, fire, insurrection, labor troubles, riots, the natural elements, acts of God, or, without limiting the foregoing, any other cause beyond either party's control which substantially interferes with such party's ability to fulfill any obligation under this Agreement, such party shall immediately inform the other party and this Agreement may be terminated immediately by either party by giving written notice to the other party. In the event either party loses its accreditation by the Joint Commission on Accreditation of Healthcare Organizations or accreditation of the physician postgraduate training program(s) by the Accreditation Council for Graduate Medical Education, such party shall immediately inform the other party and this Agreement may be terminated immediately by either party by giving written notice to the other party. Additional termination provisions are found in Paragraphs 20 (Audit Reports), 24 (Reimbursement Program Changes), and 29 (County's Obligation for Future Fiscal Years).

2. UNILATERAL OR BILATERAL EXCHANGE: Depending on the needs of each party and the availability of Residents and positions, there may be unilateral and/or bilateral exchanges of Residents between the parties.

3. ADMINISTRATION: The Director of DHS, or his authorized designee (hereafter collectively "Director"), shall have the authority to administer and monitor this Agreement on behalf of County. Contractor shall designate in writing a person who shall have the authority to administer this Agreement on behalf of Contractor. Director and Contractor may, in writing, agree from time to time among themselves regarding the policies and procedures necessary to implement and otherwise carry out the purposes of this Agreement and shall provide copies of such writings to each other in accordance with Paragraph 37 (Notices).

Such policies and procedures shall include, but are not limited to:

A. Procedures to implement Paragraph 4 (Notification of Training Programs).

B. Procedures regarding the parties' performance under Paragraph 13 (Billing and Payment), including, but not limited to, mechanisms for making required payments under such Paragraph 13.

C. Policies regarding Resident training hours.

D. Policies regarding the certification of successful completion of a Resident's training, and the parties' rights and/or obligations as to submitting explanatory statements to the Accreditation Council and Graduate Medical Education, if applicable.

E. Policies regarding the availability of each party's services (e.g., laundry, telephone, etc.) to Residents.

F. Policies regarding the use of each party's property (e.g., stethoscopes, radio relay units, scrub suits, photo identifications, etc.) by Residents and the responsibility of Residents to return and/or account for such property.

4. NOTIFICATION OF TRAINING PROGRAMS: Each party shall periodically notify the other party of its available postgraduate training positions and any prerequisites applicable to Residents who may be sent for training thereunder. Such notification shall include information as to the accreditation status of each such training program with available positions.

5. SELECTION OF RESIDENTS: Sending Party shall select each participating Resident who shall meet all criteria established by Receiving Party. Sending Party's records regarding the education, training, and licensing of any participating Resident shall be furnished to Receiving Party upon request, provided that such Resident authorizes, in writing, such a release of records. Neither party shall send or receive any Resident without the prior written consent of both Director and Contractor, and such consent may be withheld by either Director or Contractor because of, among other reasons, such Resident's failure to authorize the release of Sending Party's records.

6. RESIDENT HEALTH EXAMINATIONS: Sending Party shall certify in writing that each Resident selected for participation is in good health, as evidenced by a complete health examination, including, but not limited to, immunization against communicable diseases, which is satisfactory to Receiving Party, and which is provided by Sending Party at no cost to Receiving Party.

Sending Party shall certify in the same manner the satisfactory health status of any Resident after any absence of such Resident from participation in the training program at

Receiving Party's facility caused by injury or illness before such Resident recommences participation in such training program.

7. TRAINING AND SUPERVISION: Receiving Party shall provide training and supervision of Sending Party's Residents at Receiving Party's hospital or other health facility. Such Residents shall perform physician services incident thereto for the benefit of Receiving Party's patients in the same manner as Receiving Party's own Residents under the same or similar circumstances and in a manner consistent with the normal practices Receiving Party's training program for its own
Residents.

8. EMERGENCY HEALTH CARE SERVICES FOR RESIDENTS: Receiving Party shall provide emergency health services as required to Sending Party's Residents when such Residents are injured or become ill while on the premises of Receiving Party's facility pursuant to this Agreement but shall not be responsible for the provision of such services for any injury or illness not occurring during such time. To the extent that Sending Party or such Residents have medical insurance, workers' compensation, or other coverage which will pay Receiving Party for such services, Receiving Party shall be entitled to bill and collect payment for all services rendered pursuant to this Paragraph 8.

9. RESTRICTION, TERMINATION, AND CERTIFICATION OF RESIDENT TRAINING:

A. Restriction: Receiving Party may impose restrictions (e.g., suspension from training program, requirement of supervision, limitation of clinical activities, etc.) on the training of any of Sending Party's Residents by giving written notice of the nature and duration of such restriction to Sending Party. Receiving Party shall send written reasons for such training restriction to Sending Party within ten days after the date any such restriction is imposed. The requirement of written notice and written reasons described in this Subparagraph A shall not limit the right of Receiving Party to impose immediate restrictions upon the clinical activities of such Residents when required in the interests of patient care.

B. Termination: Receiving Party may terminate the training of any of Sending Party's Residents by giving written notice of such termination to Sending Party. Receiving Party shall send written reason for such termination to Sending Party within thirty days after the date of termination.

C. Certification of Training Completion: Receiving Party shall have the right to refuse to certify that a Resident of Sending Party has successfully completed Receiving Party's training program. All certifications of successful completion of training programs and all refusals of such certifications shall be done in accordance with any policies and procedures regarding certification agreed upon pursuant to Paragraph 3 (Administration).

D. Procedures for Resident Disputes: Resolution of any dispute by any of Sending Party's Residents against Sending Party or Receiving Party as a result of any action taken by Sending Party or Receiving Party under Subparagraphs A, B, or C above or otherwise, shall be the sole responsibility of Sending Party and shall be in accordance with the policies and procedures, if any, established by Sending Party. Upon written request of Sending Party, Receiving Party shall cooperate and assist in such resolution by providing non-confidential records or information pertinent to such dispute and otherwise as appropriate and necessary.

10. LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES: Prior to sending any Resident to Receiving Party, Sending Party shall determine that such Resident obtains all appropriate and necessary licenses, permits, registrations, and certificates provided for under Federal, State, and local law. Sending Party shall also ensure that each such Resident maintains all such licenses, permits, registrations, and certificates in effect during such Resident's affiliation at Receiving Party's facility.

11. NONDISCRIMINATION IN SERVICES AND EMPLOYMENT: Contractor shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, sex, age, or physical or mental handicap, marital status or political affiliation, in accordance with all applicable requirements of Federal and State law. Contractor's employment practices and policies shall also meet all applicable Federal and State nondiscrimination requirements. This Agreement is exempt from the provisions of Chapter 4.32 of the Los Angeles County Code, pursuant to Section 4.32.040(D) thereof.

12. RESIDENT COMPENSATION: Each Resident, during his affiliation at Receiving Party's facility, shall receive his regular compensation (including all salary and other compensation and fringe benefits, except as otherwise expressly provided by other provisions of this Agreement) from Sending Party.

13. BILLING AND PAYMENT: Sending Party shall bill Receiving Party monthly, in arrears, for the time actually spent by each of its Residents at Receiving Party's facility during such resident's exchange disregarding any time which may be spent by any Resident in excess of forty hours per week (Sunday through Saturday). Such bill shall cover and itemize each Resident's current salary and shall also cover all other compensation and fringe benefits normally provided for such Resident's benefit, prorated by the amount of time during the calendar month that such Resident actually spends under such exchange. For purposes of this Agreement, "other compensation and fringe benefits" for any Resident shall also include an administration cost and shall be computed at thirty percent of such Resident's current salary, provided that such percentage for County's Residents may be changed by County at any time in order to conform to County ordinances, memoranda of understanding, and policies. Upon receipt of a complete and correct billing, Receiving Party shall make payment to Sending Party within thirty days.

14. INDEPENDENT CONTRACTOR STATUS: This Agreement is by and between the County of Los Angeles and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or

association, as between County and Contractor. Sending Party understands and agrees that all persons furnishing services to Receiving Party pursuant to this Agreement are, for purposes of worker's compensation liability, employees solely of Sending Party and not of Receiving Party. Sending Party Shall bear the sole responsibility and liability for furnishing workers' compensation benefits to its employees for injuries arising from or connected with this Agreement.

15. WORKERS' COMPENSATION: Contractor and County shall maintain a policy of workers' compensation insurance, in an amount and form to meet all applicable requirements of the California Labor Code or be self-insured with respect to such workers' compensation liability, in accordance with the law.

16. INDEMNIFICATION: Receiving Party shall indemnify, defend, and hold harmless Sending Party, its officers, employees, agents, and Residents, from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage, arising from negligent acts, errors or omissions of Sending Party's Residents under its training and supervision, pursuant to the performance of this Agreement. To the extent that Receiving Party is obligated to provide indemnification hereunder, Receiving Party shall provide all claims administration (e.g., claims investigation) and legal defense on behalf of Sending Party.

17. EMPLOYER OBLIGATIONS: Receiving Party shall not be, or be construed to be, the employer of Sending Party's Residents for any purpose whatsoever. Except as otherwise provided in Paragraph 13 (Billing and Payment), Sending Party shall be solely liable and responsible for all employer obligations, if any, with respect to such Residents. Such obligations shall include, but are not limited to: payment of salary and all other compensation and fringe benefits; responsibility for Federal and State withholding taxes and Social Security taxes; compliance with and responsibility for all applicable Federal and State wage/hour obligations; unemployment benefits; disability benefits; and all other applicable taxes, benefits, and contributions to employment-related insurance and similar programs. In the event that Receiving Party is for any reason required to pay any such obligations, Sending Party shall reimburse Receiving Party for any and all amounts paid by Receiving Party to meet such obligations.

18. STATUS OF RESIDENTS: Notwithstanding any other provision of this Agreement, the parties agree that each Resident shall at all times remain the Resident of Sending Party. In this connection, and except as otherwise provided in Paragraph 9 (Restriction, Termination, and Certification of Resident Training), Subparagraph D (Procedures for Resident Disputes), Sending Party's Residents shall at all times be subject to Sending Party's administrative rules, regulations, and benefits, including disciplinary actions, vacation, sick leave, health insurance, and all other rights applicable to Sending Party's employees. Each Resident shall, however, be expected to comply with all rules, regulations, and standards of Receiving Party's facility unless specifically in conflict, as mutually agreed by County and Contractor, with those to which he is subject under his

contract or agreement of employment with Sending Party. The parties shall cooperate to acquaint Residents with the rules and regulations of Receiving Party's facility.

19. RECORDS: All records of each party in any way concerning the performance of this Agreement shall be available during normal business hours for inspections and audit by the other party and shall be maintained at a location in Southern California. Such records shall include, but are not limited to:

A. Daily account of the number of person-hours spent by each of Sending Party's Residents at Receiving Party's facility (e.g., Resident timecards).

B. Resident's signature and Resident's supervisor's signature on each Resident timecard or other documentation evidencing Resident's time spent at Receiving Party.

C. Monthly summaries of:

(1) The name of each Resident involved in each exchange during the particular calendar month.

(2) The postgraduate year of training of each such Resident during the exchange.

(3) The total number of person-hours each such Resident spent at Receiving Party's facility during the exchange.

D. Documentation to support each Resident's salary and all other compensation and fringe benefits which were in effect during each calendar month of each exchange.

20. AUDIT REPORTS: In the event that an audit is conducted of Contractor by a Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, and such audit results in a final report which contains information or conclusions relating to Contractor's performance of this Agreement, Contractor shall file a copy of any such audit report, or such portion thereof which is adequate to fully disclose such information or conclusions, with County's Department of Auditor-Controller within thirty days after receipt thereof. County shall make a reasonable effort to maintain the confidentiality of any such audit report. Failure of Contractor to comply with the provisions of this Paragraph 20 shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

21. COUNTY AUDIT SETTLEMENTS: If, at any time during the term of this Agreement or at any time after the expiration or prior termination of this Agreement, representatives of County conduct an audit of Contractor regarding this Agreement and if such audit finds that County's dollar liability hereunder is less than payments made by County to Contractor, then the difference shall be either repaid by Contractor to County by

cash payment upon demand or, at Director's option, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability hereunder is more than payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment.

22. UNLAWFUL SOLICITATION: Contractor shall inform all of its employees of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor agrees to utilize the attorney referral services of all those bar associations within the County of Los Angeles that have such a service.

23. INFORMATION FOR THIRD-PARTY PAYERS:

A. Reports: Each party shall provide assistance to the other party with respect to the provision of financial and other information as may be required by the other party in preparation of cost and other financial reports required by the California Office of Statewide Health Planning and Development, the California Department of Health Services, the Medicare and Medi-Cal intermediaries, and other carriers or other third-party payers requesting such information. The party requesting such assistance shall reimburse the other party for the cost of such assistance as reasonably determined or approved by County.

B. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(I) is applicable, the parties agree that for a period of five years following the furnishing of services under this Agreement, each party shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services, to the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents and records of the party which are necessary to verify the nature and extent of the cost of services provided hereunder. Further, if either party carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve-month period with a related organization (as that term is defined under Federal law), such party agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

C. Rights of the Parties: This Paragraph 23 pertains solely to the maintenance and disclosure of specified records and shall have no effect on the right of the parties to make assignments.

24. REIMBURSEMENT PROGRAM CHANGES: Either party may terminate this Agreement upon sixty days written notice to the other party if compliance with the

provisions of this Agreement has any significant adverse effect, as determined in the sole discretion of the party providing such notice, on the reimbursement available to such party from any reimbursement program, whether public or private, resulting from any changes which may occur in the Medi-Cal program, the Medicare program, and/or other public or private health and/or hospital care insurance programs or policies in which a significant number of patients receiving medical services incident to this Agreement are enrolled and which affect coverage, payment, or other aspects of such programs or policies. The party providing such notice shall indicate such change and the basis upon which it has determined that such a significant adverse effect will result. In any case where such notice is provided, both parties shall negotiate in good faith during such sixty-day period in an effort to develop a revised Agreement, which, to the extent reasonably practicable under the circumstances, will adequately protect the interests of both parties in light of the governmental or other program or policy changes which constituted the basis for the exercise of the termination provision of this Paragraph 24.

25. CONFIDENTIALITY: Each party shall maintain the confidentiality of all records, including, but not limited to, patient records, in accordance with all applicable Federal, State and local laws, ordinances, regulations, rules, and directives, relating to confidentiality. Contractor shall inform all of its Residents who may participate in any exchange hereunder of the confidentiality provisions of this Agreement.

26. RESIDENT AGREEMENTS: Sending Party may require its Residents to execute the agreement attached hereto as Exhibit A, or any similar agreement, as a condition for participation in any exchange hereunder.

27. QUALITY OF CARE REVIEW: The parties agree to cooperate to the extent reasonably necessary and practicable in coordinating quality of care review activities relating to any service provided by any Resident exchanged hereunder.

28. THIRD PARTIES: The parties understand and agree that this Agreement establishes an affiliation between the parties hereto only for the purpose of benefitting the parties' training programs by providing Residents with specialized training and improving the parties' patient care by receiving valuable physician services from Residents incident to such specialized training hereunder and that this Agreement is not intended, and shall not be construed, as providing any rights to, or expanding any rights of, any third party, including, but not limited to, any Resident.

29. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS:
Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last County fiscal year for which funds were appropriated. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

30. COMPLIANCE WITH APPLICABLE LAW:

A. Each party shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Each party shall indemnify and hold harmless the other party from and against any and all loss, damage, liability or expense resulting from any violation on the part of the indemnifying party, its officers, employees, or agents, of such Federal, State or local laws, ordinances, regulations, rules, or directives.

31. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

32. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

33. DELEGATION AND ASSIGNMENT: Neither party shall delegate its duties or assign its rights hereunder, nor both, either in whole or in part, without the prior written consent of the other party, and any prohibited delegation or assignment shall be null and void.

34. ALTERATION OF TERMS: The body of this Agreement and Exhibit A, attached hereto and incorporated herein by reference, fully express all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees, or agents, shall be valid and effective unless made in the form of a written amendment which is formally adopted and executed by the parties in the same manner as this Agreement.

35. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated, damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

36. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all statutes and regulations regarding the employment of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. Contractor represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. Contractor shall secure and retain verification of employment eligibility from any new personnel in accordance with applicable law. Contractor shall indemnify, defend, and hold County harmless from any employer sanctions or other liability which may be assessed against Contractor or County by reason of Contractor's failure to comply with the foregoing.

37. NOTICES: Notices hereunder shall be in writing and shall be personally delivered or mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by giving ten days prior written notice thereof to the other party.

To Contractor:	(1)	St. Francis Medical Center 3630 E. Imperial Hwy Lynwood, CA 90262
Attention:		Hospital Administration
Attention:		
To County:	(1)	Department of Health Services Contract and Grants Division 313 N. Figueroa Street, 6th Floor East Los Angeles, CA 90012
Attention:		Division Director

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the County's Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director

_____
Contractor

By _____
Gerald T. Kozai, Pharm.D.

Title President/CEO
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL

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1/23/17

EXHIBIT A

AGREEMENT REGARDING PARTICIPATION IN AFFILIATED TRAINING PROGRAM

In consideration of my eligibility to participate in affiliated physician postgraduate training programs established by [Sending] _____Hospital and other area health facilities with residency training, I, _____, hereby agree and consent to the following:

I acknowledge and agree that I will adhere to all policies, procedures, rules and regulations of any health facility in which I may receive training during my participation in such a training program. I agree to be bound by the procedures, if any, established by [Sending] _____ Hospital to resolve any disputes, including disciplinary actions, between myself and [Sending] _____Hospital or any other health facility in which I may receive training pursuant to such a training program.

I acknowledge and agree that any health facility in which I may receive training pursuant to such a training program shall have the right to restrict or terminate my participation in such training program and/or to refuse to certify that I have successfully completed such training program. I understand that any such restriction, termination or refusal to certify shall be based upon my actions and performance during such a training program and shall be taken in accordance with any and all relevant policies and procedures of such training program.

I authorize [Sending] _____Hospital and any other health facility in which I may receive training pursuant to such a training program to consult at any time with the administration and members of the faculty of any health facility or other medical educational institution with which I have been associated who may have information bearing on my professional competence, character, physical and mental health status, ethics, and other qualifications, as may reasonably be related to eligibility to perform services in such training health facilities. I hereby consent to a review of qualifications, as may reasonably be related to my eligibility to perform services in such training health facilities. I hereby further consent to the release by the administration of [Sending] _____ Hospital to such other health facilities of such records and documents relating to my education and training at [Sending] _____Hospital as may be material to an evaluation of my professional qualifications and competence for satisfactory participation in any such health facilities' medical educational programs pursuant to such a training program. I hereby release from liability all representatives of [Sending] _____ Hospital and other health facilities in which I may receive training hereunder, including their respective Professional Staffs and staff representatives, for their acts performed in good faith and without malice as an incident to

any communication, action, proceeding, or review undertaken pursuant to this Agreement or otherwise related to my participation in such a training program.

I further expressly agree that the above releases shall apply to any act, communication, report, recommendation, or disclosure; and with respect to the named parties in whose favor such releases are given, are intended to and shall include all their officer, employees, and agents; and that, in addition to the above specific releases, such parties shall be entitled, to the fullest extent permitted by law, to absolute immunity from liability arising from any such act, communication, report, recommendation, or other disclosure.

In furtherance of the foregoing, I agree that, upon request of [Sending]_____ Hospital or any other health facility to which I may be assigned under such a training program, I will execute releases in accordance with the tenor and import of this Agreement in favor of any individual or organization specified herein.

I UNDERSTAND THAT MY EXECUTION OF THIS AGREEMENT INDICATES THAT I HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE FOREGOING AND BY ANY AND ALL PROVISIONS OF CALIFORNIA LAW APPLICABLE TO THE SUBJECT MATTER ADDRESSED HEREIN.

DATE:_____ NAME:_____

01/23/17

Notice of Proposed Submission and Request for Consent by:

SETON MEDICAL CENTER, ST. FRANCIS MEDICAL CENTER, AND ST. VINCENT MEDICAL CENTER

in Connection with its Asset Purchase Agreement

with

STRATEGIC GLOBAL MANAGEMENT, INC.

NELSON HARDIMAN
HEALTHCARE LAWYERS

Prepared for the Office of the Attorney General

California Department of Justice
Charitable Trusts Division

May 7, 2019

Binder 11 of 13

1E

H-707503

DEPARTMENT OF HEALTH SERVICES

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

ST. FRANCIS MEDICAL CENTER

FOR

PARTICIPATION IN THE HOSPITAL PREPAREDNESS PROGRAM

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AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
ST. FRANCIS MEDICAL CENTER
FOR
PARTICIPATION IN THE HOSPITAL PREPAREDNESS PROGRAM

This Agreement and Exhibits made and entered into this 1st day of January, 2018 by and between the County of Los Angeles, hereinafter referred to as County and St. Francis Medical Center, hereinafter referred to as Contractor. St. Francis Medical Center is located at 3630 E. Imperial Hwy, Lynwood, CA 90262.

RECITALS

WHEREAS, pursuant to the provisions of the Sections 319C-1 and 319C-2 of the Public Health Service (PHS) Act as amended by the Pandemic and All-Hazards Preparedness Act (PAHPA) of 2006, the United States Department of Health and Human Services (USDHHS), Office of the Assistant Secretary for Preparedness and Response (ASPR) awarded the Hospital Preparedness Program (HPP) grant to the County to improve the nation's public health and medical preparedness and response capabilities for emergencies, whether deliberate, accidental or naturally occurring; and

WHEREAS, the project period for this program is July 1, 2017 through June 30, 2022, with funding for this program being awarded on an annual basis under the HPP, Catalog of Federal Domestic Assistance (CFDA) Number 93.889 awarding Los Angeles County $9,263,958 in Federal Fiscal Year 2017; and

WHEREAS, Hospital is licensed as an acute care facility in accordance with the requirements of the California Health Facilities Licensure Act (Health and Safety Code Sections 1250, et seq.) and the regulations promulgated pursuant thereto, and is equipped, staffed and willing to provide medical care and treatment for and in considerations of funds or supplies and equipment provided for use by Hospital under this Agreement and upon the conditions hereinafter set forth; and

WHEREAS, it is the intent of the parties to continue to support hospital preparedness in the County by addressing the Healthcare Preparedness Capabilities, which include Healthcare System Preparedness, Healthcare System Recovery, Emergency Operations Coordination, Fatality Management,

Information Sharing, Medical Surge, Responder Safety and Health and Volunteer Management; and

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the County Charter, County Code Section 2.121.250, and California Government Code Section 31000 which authorizes the Board of Supervisors to contract to address emergency preparedness.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, C, D, E, F, G, H and I are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work

1.2 EXHIBIT B - Program Details

1.3 EXHIBIT C - Contractor's Compliance with Program Grant

1.4 EXHIBIT D - Contractor's EEO Certification

1.5 EXHIBIT E - County's Administration

1.6 EXHIBIT F - Contractor's Administration

1.7 EXHIBIT G - Forms Required at the Time of Agreement Execution

1.8 EXHIBIT H - Jury Service Ordinance

1.9 EXHIBIT I - Safely Surrendered Baby Law

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersede all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following

words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 **Agreement:** This contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Exhibit A - Statement of Work.

2.2 **Agreement Term:** The twelve (12) month period beginning January 1 and ending December 31 of each year.

2.3 **Contractor:** The sole proprietor, partnership, limited liability company or corporation that has entered into this Agreement with the County to perform or execute the work covered by the Exhibit A - Statement of Work.

2.4 **Contractor's Project Manager:** The individual designated by the Contractor to administer the Agreement operations after the Agreement award.

2.5 **Day(s):** Calendar day(s) unless otherwise specified.

2.6 **DHS:** Department of Health Services

2.7 **Director:** Director of Health Services or his/her authorized designee.

2.8 **Emergency Management Officer:** The individual designated by the Contractor to administer the activities identified in the Statement of Work.

2.9 **Grant's Project Director:** Person designated by the County with authority for the County on administrative matters relating to this Agreement that cannot be resolved by the Grant's Project Manager.

2.10 **Grant's Project Manager:** Person designated by Grant's Project Director to manage the operations under this Agreement.

2.11 **Grant's Project Monitor:** Person with responsibility to oversee the day to day activities of this Agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

3.0 WORK

3.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

3.2 Participating Contractors may receive additional funding, to be used for special projects which meet Capability requirements under the applicable HPP Application and Federal program guidance. The amount of funding each eligible Contractor receives will be determined based on the amount budgeted for the project and the number of eligible Contractors participating in the special project. County shall issue to Contractor, work orders, from time to time, as necessary and shall specify all Contractor receivables (including amount of additional funding) and deliverables. Additionally, funding from other Federal grants such as the Public Health Emergency Preparedness Program and the Homeland Security Grant Program may be provided to participating contractors for projects, which assist the healthcare community in meeting Capability requirements of the HPP. This funding may be on a reimbursement basis and the amount of funding will be specified prior to commencement of the project(s) and/or purchase(s).

3.3 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3.4 As a subrecipient of the HPP grant, Contractor is subject to the terms and conditions referenced in Exhibit B - Program Details.

4.0 TERM OF AGREEMENT

4.1 The term of this Agreement shall commence on January 1, 2018, and shall remain in full force and effect until December 31, 2018. Contingent upon the continued funding of the HPP by the USDHHS ASPR, unless sooner terminated or extended, in whole or in part, this Agreement will automatically renew on an annual basis, at the sole discretion of the County through June 30, 2022, as well as automatically renew at the sole discretion of the County for the period July 1, 2022 through June 30, 2023, to coincide with the HPP funding grant's no-cost extension period during which the County may amend the individual Agreements to fully obligate the awarded funding for the HPP.

4.2 The County maintains databases that track/monitor Contractor

performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.

5.0 AGREEMENT SUM, BILLING AND PAYMENT

5.1 The amount of HPP funding for the initial term is stated in Exhibit A, SOW. The amount of HPP funding for any annual term extension thereafter will be based on the amount of HPP funding awarded to the County and the approval of the submitted work plan under the HPP.

5.2 Should additional HPP funding, (or other Federal grants such as the Public Health Emergency Preparedness Program and the Homeland Security Grant Program) be made available for special projects which assist the healthcare community in meeting Capability requirements of the HPP, the amount each eligible Contractor receives will be determined based on the amount budgeted for the project and the number of eligible participating Contractors. This funding may be on a reimbursement basis and the amount of funding will be specified prior to commencement of the project(s) and/or purchase(s).

5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.4 **No Payment for Services Provided Following Expiration/ Termination of Agreement**

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Agreement. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement.

5.5 Payments

Payment for the activities identified in Exhibit A, SOW will be provided in a lump sum to each participating contractor.

5.6 Maximum Obligation of County

The annual maximum obligation of County for all services provided shall not exceed the total dollar amount of HPP grant funding made available by the USDHHS ASPR to the County to compensate Contractor and all other participating contractors under the HPP.

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

The Director shall have the authority to administer this Agreement on behalf of the County. The Director retains professional and administrative responsibility for the services rendered under this Agreement. A listing of all County Administration referenced in the following Sub-paragraphs is designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 Grant's Project Director

Responsibilities of the Grant's Project Director include:

- ensuring that the objectives of this Agreement are met; and
- providing direction to the Contractor in the areas relating to County policy, federal grant guidance requirements, information requirements, and procedural requirements.

6.2 Grant's Project Manager

6.2.1 The responsibilities of the Grant's Project Manager include:

- meeting with the Contractor's Emergency Management Officer throughout the agreement period; and
- reviewing deliverables, services, or other work provided by or on behalf of the Contractor.

6.2.2 The Grant's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

6.3 Grant's Project Monitor

The Grant's Project Monitor is responsible for interacting with the Contractor's Emergency Management Officer on an on-going basis

and completing annual monitoring activities of this Agreement. The Grant Project Monitor reports to the Grant's Project Manager.

7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager within five (5) business days of such change.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with Grant's Project Manager and Grant's Project Monitor on a regular basis.

7.2 Contractor's Authorized Official(s)

7.2.1 The Contractor's Authorized Official(s) are designated in Exhibit F. The Contractor shall promptly notify the County in writing of any change in the name(s) or address(es) of the Contractor's Authorized Official(s) within five (5) business days of such change.

7.2.2 The Contractor represents and warrants that all requirements of the Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Agreement on behalf of the Contractor.

7.3 Intentionally Omitted

7.4 Intentionally Omitted

7.5 Intentionally Omitted

7.6 Intentionally Omitted

7.7 Intentionally Omitted

7.8 Intentionally Omitted

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Agreement Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared by the County and then executed by the Contractor and by the Director or his authorized designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer or designee. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his designee.

8.1.3 The Director or his designee may require, at his sole discretion, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in federal or state law or regulation, during the term of this Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law or regulation, without the need for the Contractor's written consent, to preserve this Agreement's conformity and compliance to federal and state law or regulation. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his designee.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, the County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution

of the Agreement, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Agreement.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 INTENTIONALLY OMITTED

8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)

The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, the Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees, or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, the Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees, or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor shall immediately notify the County in writing, during the term of this Agreement, should it or any of the aforementioned parties either be

suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor is responsible to reimburse the County for all associated costs (repayment, fine and/or penalty) that may be incurred as a result of inappropriate claims submitted by or on behalf of one of their staff or vendors who was excluded or suspended regardless of the Contractor's prior knowledge of such exclusion or suspension. Failure of the Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

8.6 INTENTIONALLY OMITTED

8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

8.7.1 In the performance of this Agreement, the Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Agreement are incorporated herein by reference.

8.7.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-paragraph 8.7 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County

in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so the Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS-ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

8.8.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

8.8.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.8.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms

of compensation, and selection for training, including apprenticeship.

8.8.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.

8.8.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

8.8.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.8 when so requested by the County.

8.8.7 If the County finds that any provisions of this Sub-paragraph 8.8 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

8.8.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated

damages in lieu of terminating or suspending this Agreement.

8.8.9 **Anti-discrimination in Services:**

The Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of Federal and State laws. For the purpose of this Sub-paragraph, discrimination in the provision of services may include, but is not limited to, the following: Denying any person any service or benefit or the availability of a facility; providing any service or benefit to a person which is not equivalent or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. The Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

8.8.10 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.9.1 **Jury Service Program:**

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Agreement.

8.9.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

3. If the Contractor is not required to comply with the Jury Service Program when this Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either

comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

8.10.1 No County employee whose position with the County enables such employee to influence the award or administration of this Agreement or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply

with the provisions of this Sub-paragraph shall be a material breach of this Agreement.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

8.12 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. The Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.13.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative

proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the

Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The Contractor, and its subcontractors, can access posters and other campaign material at www.babysafela.org.

8.15 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

8.15.1 The Contractor hereby warrants that neither it nor any of its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that the Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require the Contractor or any of the aforementioned parties' mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary or suspension action

taken by any agency of the Federal or State governments against any of the aforementioned parties' barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

8.15.2 The Contractor shall indemnify and hold the County harmless against any and all loss or damage the County may suffer arising from any exclusion or suspension of the Contractor or its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.

8.15.3 Failure by the Contractor to meet the requirements of this Sub-paragraph shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Agreement.

8.16 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.16.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.17 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.17.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.17.2 Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.

8.18 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. The Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

8.19 INTENTIONALLY OMITTED

8.20 EMPLOYMENT ELIGIBILITY VERIFICATION

8.20.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations

including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.20.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

8.21 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.22 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.23 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I) is applicable, the Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, the Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller

General of the United States, or to any of their authorize representatives, the Agreements, books, documents and records of the Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if the Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), the Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

8.24 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

The Contractor recognizes that health care Facilities maintained by the County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by the Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by the Contractor for which the County may immediately terminate this Agreement.

8.25 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.26 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

8.26.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this

information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

8.26.2 The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. The Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that the County has not undertaken any responsibility for compliance on the Contractor's behalf. The Contractor has not relied, and will not in any way rely, on the County for legal advice or other representations with respect to the Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

8.26.3 The Contractor and the County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA laws and implementing regulations related to transactions and code sets, privacy, and security.

8.26.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

8.27 INDEPENDENT CONTRACTOR STATUS

8.27.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.27.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the

payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.27.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

8.27.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.6 - Confidentiality.

8.28 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting the Contractor's indemnification of the County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-paragraphs 8.29 and 8.30 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon the Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

8.29.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to the County not less than 10 days prior to the Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E

Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

And

County of Los Angeles
Department of Health Services
Emergency Medical Services Agency
10100 Pioneer Boulevard, Suite 200
Santa Fe Springs, CA 90670

The Contractor also shall promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also shall promptly notify the County of any third party claim or suit filed against the Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

8.29.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under the Contractor's General Liability policy with respect to liability arising out of the Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.29.3 Cancellation of or Changes in Insurance

The Contractor shall provide the County with, or the Contractor's insurance policies shall contain a provision that the County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

8.29.4 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Agreement. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue the Contractor reimbursement.

8.29.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by the County.

8.29.6 Contractor's Insurance Shall Be Primary

The Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to the Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.29.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.29.8 Sub-Contractor Insurance Coverage Requirements

The Contractor shall include all Sub-Contractors as insureds under the Contractor's own policies, or shall provide the County with each Sub-Contractor's separate evidence of insurance coverage. The Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and the Contractor as additional insureds on the Sub-Contractor's General Liability policy. The Contractor shall obtain the County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.29.9 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.29.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. The Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

8.29.11 Application of Excess Liability Coverage

The Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.29.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.29.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, the Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.29.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the County's determination of changes in risk exposures.

8.30 INSURANCE COVERAGE

8.30.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

8.30.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and

property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of the Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.30.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If the Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that the County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to the Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.30.4 **Unique Insurance Coverage**

- **Professional Liability/Errors and Omissions**

  Insurance covering the Contractor's liability arising from or related to this Agreement, with limits of not less than $1 million per claim and $2 million aggregate. Further, the Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.31 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

The Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of

services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to the County upon request.

8.32 INTENTIONALLY OMITTED

8.33 INTENTIONALLY OMITTED

8.34 INTENTIONALLY OMITTED

8.35 INTENTIONALLY OMITTED

8.36 INTENTIONALLY OMITTED

8.37 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.39 NOTICES

8.39.1 All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

8.39.2 **Electronic Notice:** In addition, and in lieu of written notification, the Director, or his designee, shall have the

authority to issue any notice to Hospital electronically via e-mail at the designated email address as identified in Exhibit F – Hospital's Administration. This includes all notices or demands required or permitted by the County under this Agreement.

8.40 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.41 PUBLIC RECORDS ACT

8.41.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.41.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.42 PUBLICITY

8.42.1 The Contractor shall not disclose any details in connection

with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director or his designee. The County shall not unreasonably withhold written consent.

8.42.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.42 shall apply.

8.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.43.1 The Contractor shall maintain, and provide upon request by the County, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

8.43.2 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall

be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.43.3 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Service Organization Controls (SOC1) Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.43.4 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.43 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

8.43.5 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

8.44 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

8.45 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for the Contractor's services under this Agreement, the Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

8.46 SUBCONTRACTING

8.46.1 The requirements of this Agreement may not be subcontracted by the Contractor without the advance written approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.

8.46.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.46.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.46.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.46.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its subcontractors of this County right.

8.46.6 The Director or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for its files.

8.46.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.46.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street – 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

And

County of Los Angeles
Department of Health Services
Emergency Medical Services Agency
10100 Pioneer Boulevard, Suite 200
Santa Fe Springs, CA 90670

before any subcontractor employee may perform any work hereunder.

8.47 SURVIVAL

In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement

which by their nature should survive, the following Sub-paragraphs shall survive any termination or expiration of this Agreement:

Sub-paragraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)

Sub-paragraph 8.7 (Compliance with Applicable Laws, Rules and Regulations

Sub-paragraph 8.25 (Governing Law, Jurisdiction, and Venue)

Sub-paragraph 8.28 (Indemnification)

Sub-paragraph 8.29 (General Provisions for all Insurance Coverage)

Sub-paragraph 8.30 (Insurance Coverage)

Sub-paragraph 8.43 (Record Retention and Inspection/Audit Settlement)

Sub-paragraph 8.47 (Survival)

8.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Sub-paragraph 8.51 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.49 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.17 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to the County

under any other provision of this Agreement, failure of the Contractor to cure such default within ten (10) days of notice shall be grounds upon which the County may terminate this Agreement and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.50 TERMINATION FOR CONVENIENCE

8.50.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.50.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.50.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with Sub-paragraph 8.43, Record Retention and Inspection/Audit Settlement.

8.51 TERMINATION FOR DEFAULT

8.51.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of the Director or his/her designee:

- Contractor has materially breached this Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and

in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.51.2 In the event that the County terminates this Agreement in whole or in part as provided in Sub-paragraph 8.51.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Sub-paragraph.

8.51.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.51.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or Contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.51.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.51, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.51, or that the default was excusable under the provisions of Sub-

paragraph 8.51.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.50 - Termination for Convenience.

8.51.5 The rights and remedies of the County provided in this Sub-paragraph 8.51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.52 TERMINATION FOR IMPROPER CONSIDERATION

8.52.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.52.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org.

8.52.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.53 TERMINATION FOR INSOLVENCY

8.53.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the

Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.53.2 The rights and remedies of the County provided in this Sub-paragraph 8.53 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.54 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

8.55 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.56 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information

regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.57 UNLAWFUL SOLICITATION

The Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e. State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. The Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

8.58 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.59 WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.59 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.60 WARRANTY AGAINST CONTINGENT FEES

8.60.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established

commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.60.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.61 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING

8.61.1 The Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting Contractors from engaging in human trafficking.

8.61.2 If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under this Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

8.61.3 Disqualification of any member of the Contractor's staff pursuant to this Sub-paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

9.2 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

9.2.1 The Contractor staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq., shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections

and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

9.2.2 The Contractor staff working on this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

9.2.3 The Contractor staff's failure to report as required is considered a breach of this Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to $5,000 or both.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by the County's Director of Health Services and Contractor has caused this Agreement to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By [redacted]

Christina R. Ghaly, M.D.
Acting Director of Health Services

CONTRACTOR

St. Francis Medical Center

By [redacted]

Signature

Gerald T. Kozai

Printed Name

President / CFO

Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By [redacted]

Brian T. Chu
Principal Deputy County Counsel

AGREEMENT FOR
PARTICIPATION IN THE HOSPITAL PREPAREDNESS PROGRAM

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EXHIBIT A

HOSPITAL PARTICIPANT/ TRAUMA CENTER STATEMENT OF WORK January 1 - December 31, 2018

EXHIBIT A
HOSPITAL PARTICIPANT /
TRAUMA CENTER
STATEMENT OF WORK

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EXHIBIT A
HOSPITAL PARTICIPANT
STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Each contractor participating in the Hospital Preparedness Program (HPP) will participate with the County and other healthcare partners to support the development and sustainment of healthcare preparedness capabilities in Los Angeles County's Health Care Coalition (HCC), in order to respond to and rapidly recover from public health threats and other emergencies.

2.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County that the funding that is provided is utilized in the manner intended and as described in Sub-paragraph 4.3, Deliverables herein below, and that there is a method of monitoring to ensure that Agreement requirements are being met.

3.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Agreement using the quality assurance procedures as defined in Paragraph 8.0, Standard Terms and Conditions, sub-paragraph 8.18, County's Quality Assurance Plan of the Agreement.

4.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

4.1 Personnel

The County will administer the Agreement according to the Agreement, Paragraph 6.0, Administration of Agreement - County. Specific duties will include:

4.1.1 Monitoring the Contractor's performance related to this Agreement.

4.1.2 Preparing Amendments in accordance with Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1, Amendments of the Agreement.

4.2 Funding

4.2.1 The County will provide to the Contractor funding of a minimum of One Hundred Thirty-One Thousand Six Hundred and Sixty Dollars ($131,660) as described in paragraph 4.3, Deliverables, herein below.

4.2.2 The County will provide access to and use of a mass notification system free of charge.

CONTRACTOR

4.3 Deliverables

The Contractor shall:

4.3.1 Receive Six Thousand Dollars ($6,000) to designate an Emergency Management Officer (EMO) to actively support the HCC through the participation in Coalition activities, to include:

4.3.1.1 Act as the liaison between the HPP Awardee (Los Angeles County Emergency Medical Services [EMS] Agency) and the sub-awardee (Hospital Participant) and notify the EMS Agency of personnel changes to the new EMO position within thirty (30) days of appointment using the approved "Notification of Personnel Change" form provided by the EMS Agency.

4.3.1.2 Attend Disaster Resource Center (DRC) umbrella regional meetings for the geographical area, evidenced by attending at least eighty percent (80%) of these meetings and collaborating on County-wide response plans, such as, Regional Hazard Vulnerability Analysis, to ensure a coordinated response to disasters.

4.3.1.2.1. Intentionally Omitted

4.3.1.2.2. Intentionally Omitted

4.3.1.3 Complete all surveys, as requested by the County, by the established due date, providing the data elements required by the HPP and other HCC requirements.

4.3.1.4 Complete and submit an After Action Report(s) within sixty (60) days to the EMS Agency, if any aspect of the emergency management plans are implemented through real events. This includes internal disaster diversion requests in excess of four (4) hours.

4.3.1.5 Attend the annual HPP Orientation

4.3.1.6 Designate a Terrorism Liaison Officer (TLO) for the facility.

4.3.1.7 Submit requested contract monitoring documents to the EMS Agency within sixty (60) days of the request.

4.3.1.8 Intentionally Omitted

4.3.1.9 Intentionally Omitted

4.3.1.10 Intentionally Omitted

4.3.2 Receive Six Thousand Dollars ($6,000) to address health care continuity and recovery through participation in HCC sponsored business continuity plan (BCP) exercise(s) and/or workshop(s).

4.3.3 Receive Six Thousand Dollars ($6,000) to maintain decontamination capability for the contractor that provides coverage twenty-four (24) hours a day, three hundred and sixty five (365) days a year.

4.3.3.1 Ensure a minimum of four (4) to six (6) team members from the contractor decontamination team participate in the Contractor's assigned DRC Regional Decontamination training/exercise.

4.3.3.2 Provide at least one (1) decontamination team member to be a controller or evaluator at another DRC Regional decontamination training/exercise.

4.3.3.3 Maintain monthly equipment inspection log for the Powered Air Purifying Respirators (PAPRs) using approved form provided by the EMS Agency.

4.3.3.4 Continue to store, secure and maintain all equipment and supplies that have been provided and/or funded under the HPP and other disaster related grants, such as the Homeland Security Grant Program. Continue to inventory all equipment, supplies and pharmaceuticals annually or more per federal or state regulations and notify the EMS Agency immediately if any equipment, supplies or pharmaceuticals are lost or stolen. Notify the EMS Agency prior to disposing of any equipment, supplies and/or pharmaceuticals. This includes, but is not limited to, decontamination and infection control personal protective equipment, communication equipment and surge supplies.

4.3.4 Receive Six Thousand Dollars ($6,000) to provide opportunities for Contractor staff to attend trainings/conferences related to disaster preparedness, response and recovery. The following are necessary to verify training expenses:

4.3.4.1 Certificate of attendance or sign-in roster with clearly legible name of participant with signature and hours attended.

4.3.4.2 Copies of receipts related to training (airfare, conference fees, lodging).

4.3.4.3 Hourly rate (average salary), if using funds for staff time.

4.3.5 Receive Six Thousand Dollars ($6,000) to participate in exercises and drills in conjunction with County and community partners to ensure hospital preparedness.

4.3.5.1 Participate in the annual Medical and Health Exercise, if conducted during the term of this Agreement by attending the participant seminar, the exercise evaluation conference and submitting an After Action Report/Improvement Plan to the EMS Agency within sixty (60) days of the exercise's completion.

4.3.5.2 Participate in the Coalition Surge Exercise.

4.3.6 Receive Six Thousand Six Hundred and Sixty Dollars ($6,660) to participate in the following activities to enhance HCC situational awareness and refine reporting processes. Contractors shall respond at least seventy five percent (75%) of the time. These activities include:

4.3.6.1 Provide daily hospital volume based data through the ReddiNet® system as part of the County's syndromic biosurveillance program (9-1-1 receiving hospitals only).

4.3.6.2 Report bed availability via ReddiNet® within sixty (60) minutes when requested by the EMS Agency.

4.3.6.3 Respond to all assessment polls sent out via ReddiNet® by the Medical Alert Center within the time frame requested on the poll. For Multi Casualty Incident (MCI) polls, provide the number of types of patients your facility can receive. Additionally, if any patients from an actual MCI are transported to your facility, ensure that they are entered on the victim list and all required data fields are completed.

4.3.6.4 Enroll in the Family Reunification Module provided through ReddiNet®.

4.3.7 Receive One Thousand Dollars ($1,000) if Contractor is a CHEMPACK location, to secure cache in a climate controlled environment and ensure all CHEMPACK location requirements are met.

4.3.8 Intentionally Omitted

4.3.9 Receive Ninety Thousand Dollars ($90,000) to maintain a designated Trauma/Burn Surge Coordinator to actively support the HCC through the participation in Coalition activities. Collaborate on County-wide surge response plans and attend all of the Trauma Surge Coordinator meetings hosted by the EMS Agency.

4.3.10 Receive Five Thousand Dollars ($5,000) to maintain Trauma/Burn Surge equipment, supplies and pharmaceuticals according to the minimum levels per current posted policy. Notify the EMS Agency if the Trauma/Burn Surge equipment, supplies and/or pharmaceuticals fall below minimum levels per current posted policy.

5.0 MUTUAL ASSISTANCE

During disasters private hospitals and other healthcare organizations will be called upon to provide essential services to assist the County in addressing the medical needs of the community. This mutual assistance may include expanding services at their own facility, as well as, the sharing of resources during disasters, to meet the community's need. Contractors participating in the HPP shall provide assistance to other healthcare entities when possible, without compromising their own facility's responsibilities. Medical Mutual Assistance shall be requested and coordinated by the EMS Agency, and the Medical and Health Operational Area Coordinator for the County. When a state of emergency is proclaimed by the Governor, an eligible Private Nonprofit organization that provides essential community services may receive state assistance for eligible activities that result in extraordinary costs.

6.0 ACCESS TO EQUIPMENT AND SUPPLIES

Contractor shall provide County with the right of immediate access to the equipment, supplies and pharmaceuticals obtained under the HPP and other supporting grant programs.

7.0 ADDITIONAL FUNDING

Participating Contractors may receive additional funding, to be used for special projects which meet Capability requirements under the applicable HPP Application and Federal program guidance. The amount of funding each eligible Contractor receives will be determined based on the amount budgeted for the project and the number of eligible contractors participating in the special project. The County shall issue to the Contractor work orders, as necessary, and shall specify all Contractor receivables (including amount of additional funding) and deliverables. Additionally, funding from other Federal grants such as the Public Health Emergency Preparedness Program, Ebola Preparedness and Response Activities and the Homeland Security Grant Program may be provided to participating contractors for projects, which assist the healthcare community in meeting Capability requirements of the HPP. This funding may be on a reimbursement basis and the amount of funding will be specified prior to commencement of the project(s) and/or purchase(s).

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EXHIBIT B

PROGRAM DETAILS

Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements
HPP/PHEP
Number: 93.074
Agency: Department of Health and Human Services
Office: Centers for Disease Control and Prevention

Program Information
Authorization (040):

HPP: 319C-2 of the Public Health Service (PHS) Act, as amended by the Pandemic and All-Hazards Preparedness Act (PAHPA) (P.L. 109-417) (2006), PHEP: 319C-1 of the Public Health Service (PHS) Act, as amended by the Pandemic and All-Hazards Preparedness Act (PAHPA) (P.L. 109-417) (2006), and 317(a) and 317(d) of the PHS Act, subject to available funding and other requirements and limitations.

Objectives (050):
The purpose of the 2012-2017 HPP-PHEP aligned programs cooperative agreement is to provide resources that support state, local, territorial, and tribal public health departments and healthcare systems/organizations in demonstrating measurable and sustainable progress toward achieving public health and healthcare emergency preparedness capabilities that promote prepared and resilient communities. [NOTE: For additional detailed information on the HPP program, please see CFDA 93.889. For additional detailed information on the PHEP program, please see CFDA 93.069].

Types of Assistance (060):

Formula Grants (Cooperative Agreements)

Uses and Use Restrictions (070):

The distribution of funds will be to the health departments of all 50 States, the District of Columbia, the nation's three largest municipalities (New York City, Chicago and Los Angeles County), the Commonwealths of Puerto Rico and the Northern Mariana Islands, the territories of American Samoa, Guam and the Unites States Virgin Islands, the Federated States of Micronesia, and the Republics of Palau and the Marshall Islands. The statute specifies appropriate use of funds.

Eligibility Requirements (080)

Applicant Eligibility (081):
NA.

Beneficiary Eligibility (082):
NA.

Credentials/Documentation (083):
Applicants should review the individual Funding Opportunity Announcement documents issued under this CFDA for any required proof or certifications which must be submitted prior to or simultaneous with submission of an application package. 2 CFR 200, Subpart E - Cost Principles applies to this program.

Application and Award Process (090)

Preapplication Coordination (091):
Preapplication coordination is not applicable. Environmental impact information is not required for this program. This program is excluded from coverage under E.O. 12372.

Application Procedures (092):
2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards applies to this program. NA

Award Procedure (093):
Notification is made in writing through a Notice of Grant Award issued from the program's Grants Management Office.

Deadlines (094):
Contact the headquarters or regional office, as appropriate, for application deadlines.

Range of Approval/Disapproval Time (095):
From 60 to 90 days. NA.

Appeals (096):
NA.

Renewals (097):
Project periods are for 5 years with 12-month budget periods. Applications must be submitted in the same manner as a new application.

Assistance Consideration (100)

Formula and Matching Requirements (101):

Statutory Formula: Statutory Formula for PHEP - 319C-1 of the Public Health Service (PHS) Act, as amended by the Pandemic and All-Hazards Preparedness Act (PAHPA) of 2006, Public Law 109-417. For HPP - Federal Register Notice of May 16, 2008 (Vol. 73, No 96) requires cost sharing (non-federal share) of not less than 10% of federal funds awarded For HPP and PHEP Matching Requirements: Percent: 10.%. These programs have an MOE requirement, see funding agencies for further details.
Matching Requirements: Percent: 10%. NA.
This program has MOE requirements, see funding agency for further details. This program has MOE requirements. Awardees must maintain expenditures for healthcare preparedness and public health security at a level that is not less than the average level of such expenditures maintained by the awardee for the preceding two-year period.

Length and Time Phasing of Assistance (102):

Project periods are limited up to 5 years. Budget periods are limited up to 12 months. See the following for information on how assistance is awarded/released: See the following for information on how assistance is awarded/released. See the following for information on how assistance is awarded/released: Awardee is issued a Notice of Award, a legal document that informs the awardee that a grant award has been made. Awardee may draw down funds in advance of the incursion of an expenditure (up to three days) from the Payment Management System.

Post Assistance Requirements (110)
Reports (111):

No program reports are required. Recipients must report cash transaction data via the Payment Management System (PMS) using the cash transaction data elements captured on the Federal Financial Report (FFR), Standard Form (SF) 425. Recipients will utilize the "Transactions" section of SF425 in lieu of the SF272. The FFR SF425 cash Transaction Report is due 30 days after the end of each calendar quarter. Semiannual and year end progress reports are required. Recipients are required to submit the FFR SF425 Federal Financial Report (FFR) semi-annually within 30 days after the first 6 month period and within 90 days of the budget period end date. Performance monitoring is not applicable.

Audits (112):

In accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, non-Federal entities that expend financial assistance of $750,000 or more in Federal awards will have a single or a program-specific audit conducted for that year. Non-Federal entities that expend less than $750,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503.

Records (113):

Awardees are required to maintain grant accounting records for a minimum of 3 years after the end of a grant period.
If any litigation, claim, negotiation, audit or other action involving the record has been started before the expiration of the 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later. More detailed information regarding retention requirements are provided in Title 45, CFR Part 92.

Financial Information (120)

Account Identification (121):
75-0943-0-1-550 - PHEP; 75-0140-0-1-551 - HPP.

Obligations (122):
(Formula Grants (Cooperative Agreements)) FY 16 $840,250,000; FY 17 est $840,250,000; and FY 18 est $840,250,000 - Obligation is combined funding for the Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) component of the aligned HPP/PHEP cooperative agreement.

Components combined per instructions email 8/15/2014 zpr0@cdc.gov.

Range and Average of Financial Assistance (123):
FY2016:

Range: $579,781 to $65,956,156
Average: $13,552,419.

Program Accomplishments (130):

Not Applicable.

Regulations, Guidelines, and Literature (140):

This program is subject to the provisions of 45 CFR Part 92 for State, local and tribal governments and 45 CFR Part 74 for institutions of higher education, hospitals, other nonprofit organizations and commercial organizations.

Information Contacts (150)

Regional or Local Office (151) :

See Regional Agency Offices. NA.

Headquarters Office (152):

L. Sharon Sharpe CDC OPHPR
1600 Clifton Rd,
Atlanta, Georgia 30333 Email: LSS1@cdc.gov Phone: 404-639-0817

Website Address (153):

http://www.cdc.gov

Related Programs (160):

Not Applicable.

Examples of Funded Projects (170):

Not Applicable.

Criteria for Selecting Proposals (180):

This is a formula grant program. The applicants must submit their application in accordance with fiscal year Funding Opportunity Announcement. The applications are reviewed and approved applications are processed immediately. Applications approved with conditions require the applicant to resubmit supporting information within a prescribed time frame. Upon review and approval, the revised application can then be submitted to Grants Management for processing and issuing a notice of grant award.

EXHIBIT C

OMB Number 4040-0007

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in the application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) which prohibits discrimination on the basis of handicaps, (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety

Standards Act (40 U.S.C. §~327-333), regarding labor standards for federally assisted construction.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §~1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §~7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §~1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §~469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §~2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §~4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
[redacted]	President / CEO
APPPLICANT ORGANIZATION	DATE SUBMITTED
St. Francis Medical Center	12/15/17

Standard Form 424B (Rev. 7-97)
Prescribed by OMB Circular A-102

CERTIFICATIONS

1. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

By signing and submitting this application, the prospective primary participant as defined in 45 CFR Part 76 is providing certification regarding debarment and suspension as set out in Appendix A of 45 CFR Part 76. The applicant agrees that by submitting this application it will include, without modification, the clause in Appendix B of 45 CFR Part 76 in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76. Should the applicant not certify regarding debarment and suspension, an explanation as to why should be placed after the assurances page in the application package.

2. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

By signing and submitting this application, the applicant is providing certification regarding drug-free workplace requirements as set out in Appendix C to 45 CFR Part 76. For purposes of notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

Division of Grants Policy and Oversight
Office of Management and Acquisition
Department of Health and Human Services
Room 5 17-D
200 Independence Avenue, S.W.
Washington, D.C. 20201

3. **CERTIFICATION REGARDING LOBBYING**

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal government in connection with a specific grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative agreements exceeding $100,000 in total costs (45 CFR Part 93). By signing and submitting this application, the applicant is providing certification set out in Appendix A to 45 CFR Part 93.

4. **CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)**

The authorized official signing for the applicant organization certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The official signing agrees that the applicant organization will comply with the DHHS, PHS, and CDC terms and conditions of award if a grant is awarded as a result of this application.

5. **CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

The authorized official signing for the applicant organization certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The applicant organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

CDC strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the DHHS and CDC mission to protect and advance the physical and mental health of the American people.

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

St. Francis Medical Center
Contractor Name

3630 E. Imperial Hwy, Lynwood CA 90262
Address

91-215-4439
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☑	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☑	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☑	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☑	No ☐

Gerald T. Korai, President/CEO
Authorized Official's Printed Name and Title

[redacted]
Authorized Official's Signature

12/15/17
Date

Exhibits
Hospital Preparedness Program Agreement

EXHIBIT E

COUNTY'S ADMINISTRATION

AGREEMENT NO. H-707503

GRANT'S PROJECT DIRECTOR:

Name: Roel Amara

Title: Assistant Director

Address: 10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670

Telephone: (562) 347-1598 Facsimile: (562) 941-5835

E-Mail Address: ramara@dhs.lacounty.gov

GRANT'S PROJECT MANAGER:

Name: Terry Crammer

Title: Chief, Disaster Services

Address: 10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670

Telephone: (562) 347-1546 Facsimile: (562) 941-5835

E-Mail Address: tcrammer@dhs.lacounty.gov

GRANT'S PROJECT MONITOR:

Name: Cheryn Watkins

Title: Senior Disaster Services Analyst

Address: 10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670

Telephone: (562) 347-1644 Facsimile: (562) 941-5835

E-Mail Address: chwatkins@dhs.lacounty.gov

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: St. Francis Medical Center

AGREEMENT NO: H-707503

CONTRACTOR'S PROJECT MANAGER:

Name: Michael Garcia
Title: Disaster Preparedness Coordinator
Address: 3630 E. Imperial Hwy
Lynwood CA 90262
Telephone: 310-900-8438
Facsimile:
E-Mail Address: MichaelGarcia@verity.org

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Gerald T. Kozai
Title: President | CEO
Address: 3630 E. Imperial Hwy
Lynwood CA 90262
Telephone: 310-900-7302
Facsimile: 310-900-7390
E-Mail Address: GeraldKozai@verity.org

Name: Anil Jain
Title: Chief Financial Officer
Address: 3630 E Imperial Hwy
Lynwood CA 90262
Telephone: 310-900-7307
Facsimile: 310-900-7390
E-Mail Address: AnilJain@verity.org

Notices to Contractor shall be sent to the following:

Name: Michael Garcia
Title: Disaster Preparedness Coordinator
Address: 3630 E Imperial Hwy
Lynwood, CA 90262
Telephone: 310-900-8438
Facsimile:
E-Mail Address: MichaelGarcia@verity.org

EXHIBIT G

CONTRACTOR NAME St. Francis Medical Center Agreement No. H-707503

GENERAL INFORMATION:

The Contractor referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of performance of work under the above-referenced Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: [redacted] DATE: 12/14/17

PRINTED NAME: Gerald T. Korzai

POSITION: President/CEO

Exhibits
Hospital Preparedness Program Agreement

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

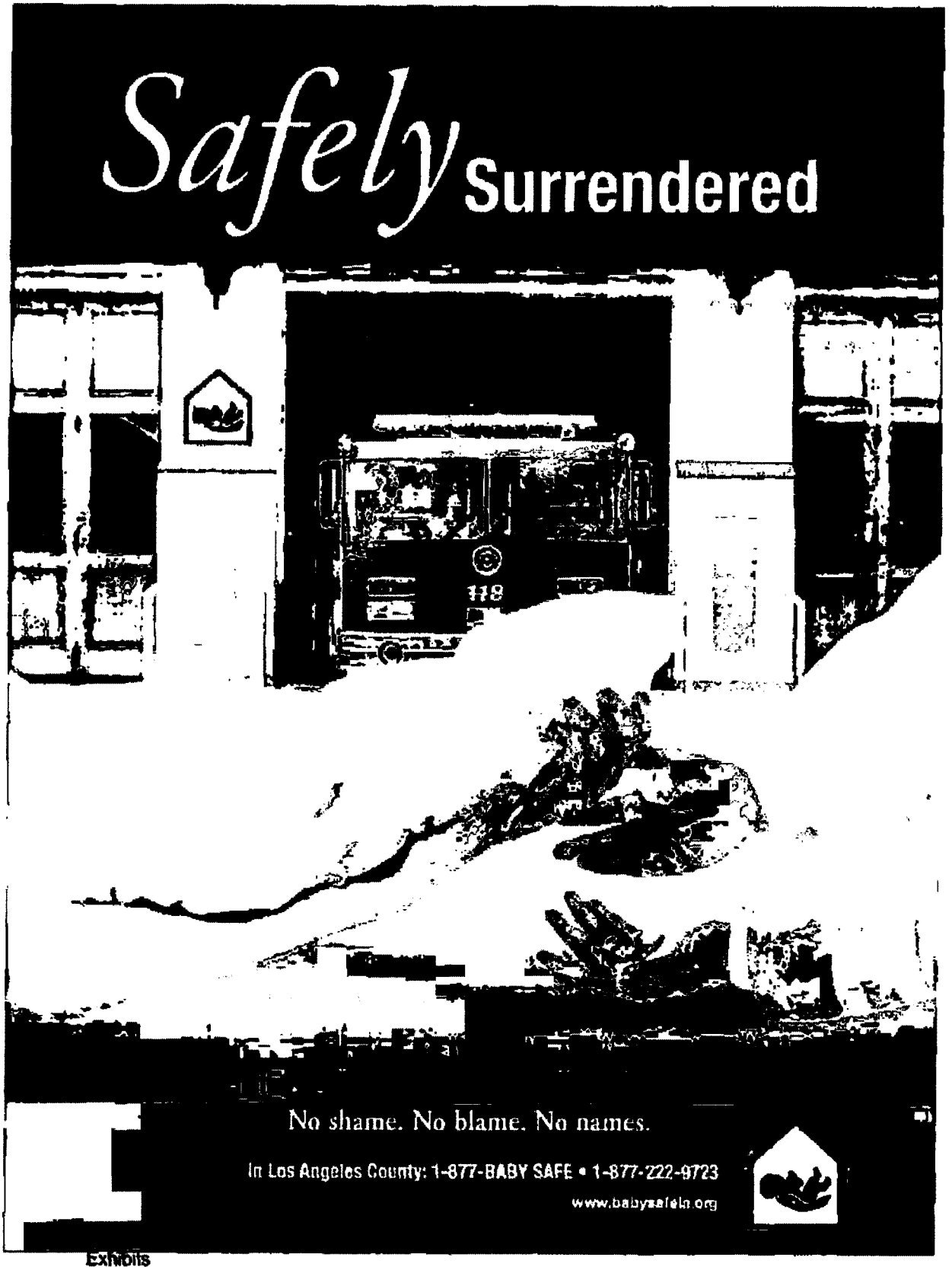

Safely Surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

EXHIBIT I

In Los Angeles County 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

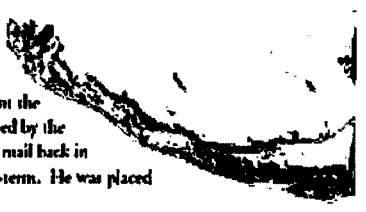
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

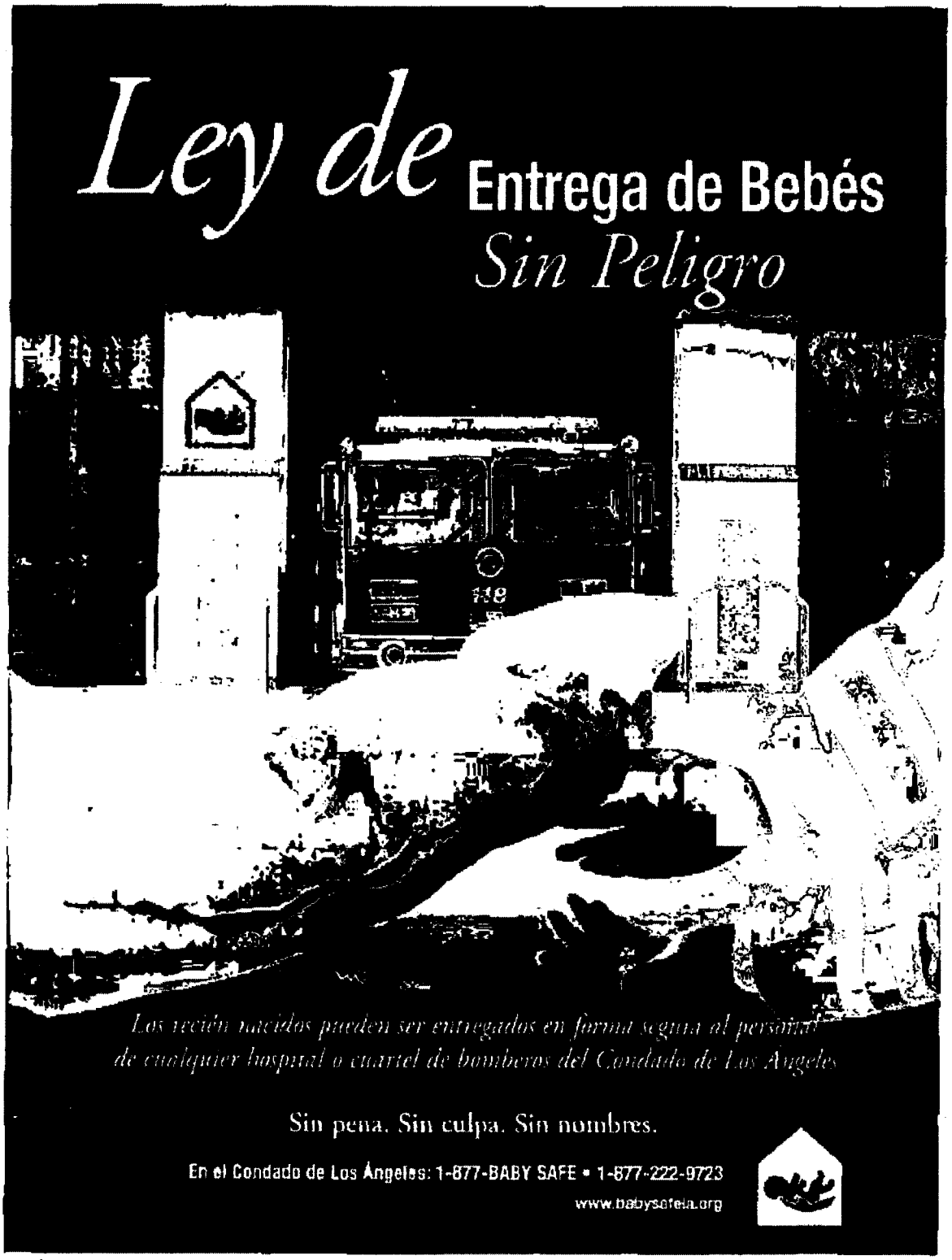
Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.




Ley de Entrega de Bebés Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Ángeles.

¿Cómo funciona?

El padre/madre con dificultades que no puede o no quiere cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

1F

CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND

St. Francis Medical Center

DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY CONTRACT

MH122048
Contract Number

01366
Legal Entity Number

11403601
Vendor Number

St. Francis Medical Center

3630 East Imperial Highway

Lynwood, CA 90262-2636
Contractor Headquarters Address

Contractor Headquarters' Supervisorial District 2

Mental Health Service Area(s) 6 **OR Countywide** _____

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1.3 Exhibit C - Statement(s) of Work/ Service Exhibit(s) List
1.4 Exhibit D - Contractor's EEO Certification
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1.6 Exhibit F - Contractor's Administration
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DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY CONTRACT

This CONTRACT is made and entered into this 1st day of July, 2018 by and between the County of Los Angeles, hereinafter referred to as County and St. Francis Medical Center, hereinafter referred to as "Contractor". Contractor is located at 3630 East Imperial Highway, Lynwood, CA 90262-2636.

RECITALS

WHEREAS, the County may contract with private businesses for Mental Health Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Mental Health Services; and

WHEREAS, County desires to provide to those persons in Los Angeles County who qualify therefore certain mental health services contemplated and authorized by the Bronzan-McCorquodale Act, California Welfare and Institutions Code (WIC) Section 5600 et seq.; and

WHEREAS, County desires through the County's Request for Statement of Qualification (RFSQ) process to provide to those persons in Los Angeles County who qualify therefore certain mental health services contemplated and authorized by the Mental Health Service Act (MHSA) adopted by the California electorate on November 2, 2004; and

WHEREAS, Contractor is equipped, staffed, and prepared to provide these services as described in this Contract; and

WHEREAS, County believes it is in the best interest of the people of the County of Los Angeles to provide these services by contract; and

WHEREAS, these services shall be provided by Contractor in accordance with all applicable federal, State and local laws, required licenses, ordinances, rules, regulations, manuals, guidelines, and directives, which may include, but are not necessarily limited to, the following: Bronzan-McCorquodale Act, WIC Section 5600 et seq., including, but not limited to, Sections 5600.2, 5600.3, 5600.4, 5600.9, 5602, 5608, 5651, 5670, 5670.5, 5671, 5671.5, 5672, 5705, 5709, 5710, 5751.2, and 5900 et seq.; Medi-Cal Act, WIC Section 14000 et seq., including, but not limited to, Section 14705.5, 14705.7, 14706, 14710, and 14132.44; WIC Section 15600 et seq., including Section 15630; WIC Section 17601 et seq.; California Work Opportunity and Responsibility to Kids Act, WIC Section 11200 et seq.; California Government Code Sections 26227 and 53703; Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.; Part B of Title XIX of the Public Health Service Act, 42 United States Code Section 300x et seq.; Title XXI of

the Social Security Act; California Penal Code Section 11164 et seq.; Title 9 and Title 22, including, but not limited to, Sections 51516, 70001, 71001, 72001 et seq., and 72443 et seq. of the California Code of Regulations (CCR); 45 Code of Federal Regulations (CFR) Parts 160 and 164 and WIC Section 5328 et seq.; 42 CFR Paragraph 455.104, California Department of Health Care Services (DHCS) Mental Health Plan Contract; Los Angeles County Department of Mental Health (DMH) Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services; State's Cost and Financial Reporting System Instruction Manual; Federal Office of Management and Budget (OMB) Uniform Guidance, Subpart E: Cost Principles and Subpart F: Single Audit Requirement; County of Los Angeles Auditor-Controller Contract Accounting and Administration Handbook; policies and procedures developed by County; State's Medicaid Plan; and policies and procedures which have been documented in the form of Policy Letters issued by DHCS; and

WHEREAS, this Contract is authorized by WIC Section 5600 et seq., California Government Code Sections 23004, 26227 and 53703, and otherwise.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1 APPLICABLE DOCUMENTS

1.1 Entire Contract: The body of this Contract, all exhibits, Financial Exhibit A (Financial Provisions), Financial Summary(ies), Fiscal Years 2018-19, 2019-20 and 2020-21, and Statement(s) of Work (SOW)/Service Exhibit(s) (SE) Service Delivery Site Exhibits attached hereto and incorporated herein by reference, and Contractor's Negotiation Package for this Contract, as approved in writing by the Director, including any addenda thereto as approved in writing by the Director, which are hereby incorporated herein by reference but not attached, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements/contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract, and then to the Exhibits according to the following priority:

1.1 Exhibit A - Financial Exhibit (Financial Provisions)

1.1.1 Exhibit A-1 - Contractor Claims Certification for Title XIX Short-Doyle Medi-Cal and Title XXI Medicaid Children's Health Insurance Programs Reimbursements

1.2 Exhibit B - Financial Summary(ies)

1.3 Exhibit C - Statement(s) of Work/ Service Exhibit(s) List

Contractor's Negotiation Package (Subprogram Schedule) incorporated by this reference and to be sent to all Legal Entity contractors by DMH upon determination of LE contractor.

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) or Paragraph 8.34 (Notices) and signed by both parties.

2 DEFINITIONS/HEADINGS

2.1 Definitions/Headings: The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. Exhibit J – Definitions - lists words and their definitions as used herein.

3 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the contractor, and the contractor shall have no claim whatsoever against the County.

3.3 **Description of Services/Activities**

3.3.1 Contractor shall provide those mental health services identified on the Financial Summary and Service Exhibit(s) of this Contract and as described in the Contractor's Negotiation Package for this Contract, as approved in writing by the Director. The quality of services provided by Contractor shall be the same regardless of the patient's/client's ability to pay or source of payment.

3.3.2 Contractor shall be responsible for delivering services to new patients/clients to the extent that funding is provided by County. Where Contractor determines that services to new patients/clients can no longer be delivered, Contractor shall provide 30 calendar days prior notice to County. Contractor shall also thereafter make referrals of new patients/clients to County or other appropriate agencies.

3.3.3 Contractor shall not be required to provide the notice in the preceding paragraph when County reduces funding to Contractor, either at the beginning of or during the fiscal year. In addition, when County eliminates the funding for a particular program provided by Contractor, Contractor shall not be responsible for continuing services for those patients/clients linked to that funding but shall make referrals of those patients/clients to County or other appropriate agencies.

3.3.4 Contractor may provide activities claimable as Title XIX Medi-Cal Administrative Activities pursuant to WIC Section 14132.44. The administrative activities which may be claimable as Title XIX Medi-Cal Administrative Activities are shown on the Financial Summary and are described in the policies and procedures provided by the California Department of Mental Health (CDMH) and/or the California Department of Health Services (CDHS).

3.3.5 Contractor may provide mental health services claimable as Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services.

3.3.6 Contractors shall not be eligible to provide mental health services claimable under the Mental Health Services Act (MHSA) unless Contractor has been found to be eligible to provide mental health services as follows: (1) Contractor has submitted to the County a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ) for the provision of such services; Contractor has met the minimum qualifications listed in the RFSQ and has been selected for recommendation for placement on a MHSA Master Contract eligibility list; and

Contractor has demonstrated experience and training in its specialized field and has been selected to provide MHSA services pursuant to a solicitation process approved by County, or (2) Contractor intends to transform a portion of its services to MHSA services, Contractor has submitted a mid-year change to the Negotiation Package outlining the planned transformation and County has approved Contractor to provide MHSA services through the transformation process. Placement on the Master Contract eligibility list does not guarantee that Contractor will be selected to provide mental health services claimable as MHSA services. In order to provide mental health services claimable as MHSA services, a provider must have been selected to provide MHSA services pursuant to a solicitation process approved by County, or be approved by County to provide MHSA service through the transformation process.

3.4 Maintenance Standards for Service Delivery Sites

3.4.1 Contractor shall ensure that all locations where services are provided under this Contract are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with this Paragraph 3.4.

3.5 Nondiscrimination in Services

3.5.1 Contractor shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or physical or mental handicap or medical conditions (except to the extent clinically appropriate), in accordance with requirements of federal and State law. For the purpose of this Paragraph 3.5, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person

which is different or is provided in a different manner or at a different time from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative steps to ensure that those persons who qualify for services under this Contract are provided services without regard to ability to pay or source of payment, race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or physical or mental handicap, or medical conditions.

3.5.2 Contractor shall establish and maintain written complaint procedures under which any person applying for or receiving any services under this Contract may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the rendering of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director for the purpose of presenting his complaint of the alleged discrimination. Such complaint procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, such person may appeal the matter to the State, if appropriate.

3.5.3 If direct services (e.g., 24-hour services, day services, targeted case management, mental health services, medication support, and crisis intervention) are provided hereunder, Contractor shall have admission policies which are in accordance with CCR Title 9, Sections 526 and 527, and which shall be in writing and available to the public. Contractor shall not employ discriminatory practices in the admission of any person, assignment of accommodations, or otherwise. Any time any person applies for services under

this Contract, such person shall be advised by Contractor of the complaint procedures described in the above paragraph. A copy of such complaint procedures shall be posted by Contractor in each of Contractor's facilities where services are provided under this Contract in a conspicuous place, available and open to the public.

3.6 Patients'/Clients' Rights

3.6.1 Contractor shall comply with all applicable patients'/clients' rights provisions, including, but not limited to, WIC Section 5325 et seq., CCR Title 9, Section 850 et seq., and CCR Title 22. Further, Contractor shall comply with all patients'/clients' rights policies provided by County. County Patients' Rights Advocates shall be given access by Contractor to all patients/clients, patients'/clients' records, and Contractor's personnel in order to monitor Contractor's compliance with all applicable statutes, regulations, manuals and policies.

3.7 Reporting of Patient/Client Abuse and Related Personnel Requirements

3.7.1 Elders and Dependent Adults Abuse: Contractor, and all persons employed or subcontracted by Contractor, shall comply with WIC Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults under the care of Contractor either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by WIC Sections 15630, and permitted by Sections 15631 and 15632. Contractor and all persons employed or subcontracted by Contractor shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

3.7.2 Minor Children Abuse: Contractor and all persons employed or subcontracted by Contractor, shall comply with California Penal Code Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal Code Sections 11164, 11165.9, and 11166. Contractor and all persons employed or subcontracted by Contractor, shall make the report on such abuse, and shall submit all required information, in accordance with California Penal Code Sections 11166 and 11167.

3.7.3 Contractor Staff:

3.7.3.1 Contractor shall ensure that any person who enters into employment as a care custodian of elders, dependent adults or minor children, or who enters into employment as a health or other practitioner, prior to commencing employment, and as a prerequisite to that employment, shall sign, on a form provided by Contractor in accordance with the above code sections, a statement to the effect that such person has knowledge of, and will comply with, these code sections.

3.7.3.2 Contractor shall ensure that clerical and other non-treatment staff who are not legally required to report suspected cases of abuse, consult with mandated reporters upon suspecting any abuse.

3.7.3.3 For the safety and welfare of elders, dependent adults, and minor children, Contractor shall, to the maximum extent permitted by law, ascertain arrest and conviction records for all current and prospective employees and shall not employ or continue to employ any person convicted of any crime involving any harm to elders, dependent adults, or minor children.

3.7.3.4 Contractor shall not employ or continue to employ any person whom Contractor knows, or reasonably suspects, has committed any acts which are inimical to the health, morals, welfare, or safety of elders, dependent adults or minor children, or which otherwise make it inappropriate for such person to be employed by Contractor.

3.8 Staffing

3.8.1 Throughout the term of this Contract, Contractor shall staff its operations so that staffing approximates the type and number indicated in Contractor's Negotiation Package for this Contract and as required by WIC and CCR.

3.8.1.1 Staff providing services under this Contract shall be qualified and shall possess all appropriate licenses in accordance with WIC Section 5751.2 and all other applicable requirements of the

California Business and Professions Code, WIC, CCR, Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services, CDMH Policy Letters, DHCS Policy Letters, and shall only function within the scope of practice as dictated by licensing boards/bodies.

3.8.1.2 If, at any time during the term of this Contract, the Contractor has a sufficient number of vacant staff positions that would impair its ability to perform any services under the Contract, Contractor shall promptly notify Director of such vacancies.

3.8.1.3 At all times during the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of all persons by name, title, professional degree, language capability(ies), and experience, who are providing any services under this Contract.

3.9 *Staff Training and Supervision*

3.9.1 Contractor shall institute and maintain an in-service training program of treatment review and case conferences in which all its professional, para-professional, intern, student, and clinical volunteer personnel shall participate.

3.9.2 Contractor shall institute and maintain appropriate supervision of all persons providing services under this Contract with particular emphasis on the supervision of para-professionals, interns, students, and clinical volunteers in accordance with Departmental clinical supervision policy.

3.9.3 Contractor shall be responsible for the provision of mandatory training for all staff at the time of initial employment and on an ongoing basis as required by federal and State law, including but not limited to Health Insurance Portability and Accountability Act (HIPAA) and Sexual Harassment, and for the training of all appropriate staff on the Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management

Services, and other State and County policies and procedures as well as on any other matters that County may reasonably require.

3.9.4 Contractor shall document and make available upon request by the federal, State and/or County the type and number of hours of training provided to Contractor's officers, employees, agents, and subcontractors.

3.10 Program Supervision, Monitoring and Review

3.10.1 Pursuant to WIC Section 5608 and CCR Title 9, Section 521, all services hereunder shall be provided by Contractor under the general supervision of Director. Director shall have the right to monitor and specify the kind, quality, appropriateness, timeliness, and amount of services, and the criteria for determining the persons to be served.

3.10.2 Upon receipt of any contract monitoring report pertaining to services/activities under this Contract, Contractor shall respond in writing to person(s) identified and within the time specified in the contract monitoring report. Contractor shall, in its written response, either acknowledge the reported deficiencies or present additional evidence to dispute the findings. In addition, Contractor must submit a plan for immediate correction of all deficiencies.

3.10.3 In the event of a State audit of this Contract, if State auditors disagree with County's official written instructions to Contractor in its performance of this Contract, and if such audit results in a State disallowance of any of Contractor's costs hereunder, then County shall be liable for Contractor's disallowed costs as determined by State.

3.10.4 To ensure compliance with this Contract and for any other reasonable purpose relating to performance of this Contract, and subject to the provisions of State and federal law, authorized County, State, and/or federal representatives and designees shall have the right to enter Contractor's premises (including all other places where duties under this Contract are being performed), with or without notice, to: inspect, monitor and/or audit Contractor's facilities, programs and procedures, or to otherwise evaluate the work performed or being performed; review and copy any records and supporting documentation pertaining to the performance of this Contract; and elicit information regarding the

performance of this Contract or any related work. The representatives and designees of such agencies may examine, audit and copy such records at the site at which they are located. Contractor shall provide access to facilities and shall cooperate and assist County, State, and/or federal representatives and designees in the performance of their duties. Unless otherwise agreed upon in writing, Contractor must provide specified data upon request by County, State, and/or federal representatives and designees within three (3) business days.

3.11 Reports

3.11.1 Contractor shall make reports as required by Director, State, or the federal government regarding Contractor's activities and operations as they relate to Contractor's performance of this Contract. In no event may County require such reports unless it has provided Contractor with at least 30 calendar days' prior written notification. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

3.11.2 Income Tax Withholding: Upon Director's request, Contractor shall provide County with certain documents relating to Contractor's income tax returns and employee income tax withholding. These documents shall include, but are not limited to:

(1) A copy of Contractor's federal and State quarterly income tax withholding returns (i.e., Federal Form 941 and/or State Form DE-3 or their equivalents).

(2) A copy of a receipt for, or other proof of payment of, each employee's federal and State income tax withholding, whether such payments are made on a monthly or quarterly basis.

3.11.3 County Claims Processing Information System:

(1) Notwithstanding any other provision of this Contract, only units of service submitted by Contractor into the County's claims processing information system shall be counted as delivered units of service.

(2) Notwithstanding any other provision of this Contract, the only units of service which shall be considered valid and

reimbursable at Annual Cost Report Reconciliation and Settlement, Cost Report Audit Settlement, or at any other time otherwise shall be those units of service that are submitted by Contractor into the County's claims processing information system by the County's year-end cutoff date in accordance with the terms of this Contract and its exhibits thereto, including but not limited to Exhibit A (Financial Provisions), and which are not voided, replaced and/or denied for any reason, except due to the fault of the County. Notwithstanding any other provision of this Contract, claims entered into the County's claim processing information system shall be attributed to a specific Funded Program and Subprogram based upon the plan identified by Contractor when submitting the claim into the County's claims processing information system.

(3) Contractor shall train its staff in the operation, procedures, policies, and all related use, of the County's claims processing information system as required by County. County shall train Contractor's designated trainer in the operation, procedures, policies, and all related use of the County's information system.

4 TERM OF CONTRACT

4.1 TERM:

4.1.1 Initial Period: The Initial Period of this Contract shall commence on **July 1, 2018** and shall continue in full force and effect through **June 30, 2019**.

4.1.2 Automatic Renewal Period(s): After the Initial Period, this Agreement shall be automatically renewed two additional periods without further action by the parties hereto unless either party desires to terminate this Contract in accordance with provision 8.42 (Termination for Convenience).

(1) First Automatic Renewal Period: If this Contract is automatically renewed, the First Automatic Renewal Period shall commence on July 1, 2019 and shall continue in full force and effect through June 30, 2020.

(2) Second Automatic Renewal Period: If this Contract is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2020, and shall continue in full force and effect through June 30, 2021.

4.1.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Contract term extension option.

4.1.4 The Contractor shall notify the Department of Mental Health when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department of Mental Health at the address herein provided in Exhibit E - County's Administration.

5 FINANCIAL PROVISIONS

5.1 Reimbursement: In consideration of services and/or activities provided by Contractor, County shall reimburse Contractor in the amount and manner described in Exhibit A (FINANCIAL PROVISIONS) attached thereto and by this reference incorporated herein.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Department of Mental Health Administration

6.1.1 A listing of all County Administration referenced in the following subparagraphs is designated in Exhibit E - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 Director of Mental Health

6.2.1 The role of the Director

6.2.1.1 The Director shall have the authority to administer this Contract on behalf of the County. All references to the actions or decisions to be made by the County in this Contract shall be made by the Director unless otherwise expressly provided.

6.2.1.2 The Director may designate one (1) or more persons to act as his designee for the purposes of administering this Contract. Therefore "Director" shall mean "Director and/or his designee."

6.2.1.3 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however,

in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.1.4 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 Contract Monitoring Manager

6.3.1 The role of the Contracts Monitoring Manager is authorized to include:

6.3.1.1 Meeting with the Director or his designee on an as needed basis; and

6.3.1.2 Inspecting any and all tasks, deliverables, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3.1.2 The Contracts Monitoring Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 Contract Monitor

6.4.1 The role of the County's Contract Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Contract Monitor reports to the Contract Monitoring Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's

Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Contract Manager

7.2.1 Contractor shall designate in writing a Contract Manager who shall function as liaison with County regarding Contractor's performance hereunder.

7.2.2 The Contractor's Manager is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Manager.

7.2.3 The Contractor's Contract Monitor shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Contract Monitor on an as needed basis.

7.3 Approval of Contractor's Staff

7.3.1 County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff.

7.4 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

7.4.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.4.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the

employee has been removed from working on the County's Contract.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies

concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and County claims processing information system records, in accordance with WIC Sections 5328 through 5330, inclusive, and all other applicable County, State, and federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality and privacy.

7.6.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by contractor and performed by counsel selected by Contractor unless objected to by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.4 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.5 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Contract", Exhibit G-1.

7.6.6 Contractor shall require all contractor employees and non-employees; including sub-contractors performing services under this Contract to sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Contract", Exhibits G-2 and G-3. Such Acknowledgments shall be executed by each such employee and non-employee, including sub-contractors on or immediately after the commencement date of this Contract but in no event later than the date such employee first performs services under this Contract.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, Financial Summary, maximum contract amount, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by Director or his designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by Director.

8.1.3 The Director or his designee may at his sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by Director.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying

the County prior to the actual acquisitions/mergers.

8.2.2 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.

8.2.3 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.4 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

8.3 Authorization Warranty

8.3.1 The contractor represents and warrants that the person executing this Contract for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition, and obligation of this Contract and that all requirements of the contractor have been fulfilled to provide such actual authority.

8.4 Intentionally Omitted

8.5 Complaints

8.5.1 If the contractor does not have existing complaints procedures in place in accordance with Medi-Cal regulations then the contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

8.5.2.1 Within 30 business days after the Contract effective date, the contractor shall provide the County with the contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.

8.5.2.3 If the County requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within 30 business days for County approval.

8.5.2.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor shall submit proposed changes to the County for approval before implementation.

8.5.2.5 The contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 10 business days of receiving the complaint.

8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within 5 business days of mailing to the complainant.

8.6 Compliance with Applicable Law

8.6.1 In the performance of this Contract, contractor shall comply with all applicable Federal, State and local laws, rules,

regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such federal, State, or local laws, rules, regulations, ordinances, ADA standards, directives, guidelines, manuals, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by contractor unless objected to by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6.3 Contractor shall comply with all federal laws, including, but not limited to, Title XIX of the Social Security Act, State, and local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.4 Contractor shall be governed by and comply with all contractual obligations of the DHCS' Mental Health Plan Contract with the County.

8.6.5 Contractor shall maintain in effect an active compliance program in accordance with the recommendations set forth by

the Department of Health and Human Services, Office of the Inspector General.

8.6.6 Duty to Notify: Contractor agrees to notify County of any and all legal complaints, citations, enforcement proceedings, administrative proceedings, judgments or litigation, known to Contractor, whether civil or criminal initiated against Contractor, its officers, employees, or agents which are likely to have a material effect on the organization's stewardship, financial position and/or ability to perform and deliver services under this contract.

8.6.7 Licenses, Permits, Registrations, and Certificates

8.6.7.1 Contractor shall obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Short-Doyle/Medi-Cal and/or Medicare provider if Title XIX Short-Doyle/Medi-Cal and/or Medicare services are provided hereunder), as required by all federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Contract. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate (including, but not limited to, certification as a Short-Doyle/Medi-Cal and/or Medicare provider if Title XIX Short-Doyle/Medi-Cal and/or Medicare services are provided hereunder) as required by all applicable federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines and directives shall be retained and current updates of such documents shall be maintained, and made available upon request, not to exceed three (3) business days after the initial request, for inspection, review, and/or audit

by authorized representatives and designees of County, State, and/or federal governments during the term of this Contract and during the applicable period of records retention.

8.6.7.2 If Contractor is a participant in the Short-Doyle/Medi-Cal and/or Medicare program, Contractor shall keep fully informed of all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal and Medicare certifications of all its facilities.

8.6.7.3 Contractor shall ensure that any independent contractors (i.e., individuals who are not employees but who are contracted by Contractor to perform services hereunder) who prescribe medications, in addition to obtaining and maintaining all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder, are credentialed by DMH and maintain such credentialing in effect during the term of this Contract.

8.6.8 Unlawful Solicitation

8.6.8.1 Contractor shall require all of its employees to acknowledge, in writing, understanding of an contract to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to insure that there is no violation of such provisions by its employees. Where applicable, Contractor shall utilize the attorney referral services of all those bar associations within the County of Los Angeles that have such a service.

8.7 Compliance with Civil Rights Laws

8.7.1 The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap,

marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

1. Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars ($50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor

has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the contract.

3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or

indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

8.10.1 Should the contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and

BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

The following requirements set forth in the County's Non-Responsibility and Debarment Ordinance (Title 2, Chapter 2.202 of the County Code) are effective for this Contract, except to the extent applicable State and/or federal laws are inconsistent with the terms of the Ordinance.

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

The contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

8.12.3 Non-responsible contractor

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or

engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 **Contractor Hearing Board**

8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion,

reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 **Subcontractors of Contractor**

These terms shall also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

8.13.1 The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the contractor's duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and applicable federal, State, and County policies and procedures relating to performance standards

and outcome measures including but not limited to those performance standards and outcome measures required by specific federal, State, and/or County rules, directive, and guidelines for entities receiving their funding. Examples of such performance standards and/or outcome measures include, but are not limited to, those identified in Exhibit M and those reflected in County and/or program Service Exhibits/SOWs and practice parameters; as well as performance standards and/or outcomes measures related to the Patient Protection and Affordable Care Act (ACA) and Cal MediConnect Program.

Performance standards and/or outcome measures will be used as part of the determination of the effectiveness of the services delivered by Contractor. Substandard performance or outcomes by Contractor may be grounds for contract review and a corrective action plan (CAP).

Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.15.1 Contractor shall establish and maintain a Quality Management Program. Contractor's written Quality Management Program shall describe its quality assurance, quality improvement and utilization review structure, process, decisions, actions and monitoring, in accordance with the Department's Quality Improvement Program Policy No. 1100.1, to ensure that the quality and appropriateness of care delivered to clients of the mental health system meets or exceeds the established County, State, and federal service standards and complies with the standards set by the DHCS through the Performance Contract and/or Mental Health Plan Contract.

8.15.2 The Contractor's Quality Management Program shall be consistent with Department's Quality Improvement Program Policy No. 1100.1 including the Department's Quality Improvement Work Plan and participation in Service Area Quality Assurance and Quality Improvement Committee meetings as outlined in Policy No. 1100.1.

8.15.3 The Contractor's Quality Management Program shall be consistent with the Department's Cultural Competency Plan. Contractor shall ensure that 100% of Contractor's staff, including clerical/support, administrative/management, clinical, subcontractors, and independent contractors receive **annual** cultural competence training.

Contractor shall monitor, track, document (e.g., training bulletins/flyers, sign-in sheets specifying name and function of staff, and/or individual certificates of completion, etc.) and make available upon request by the Federal, State and/or County government the annual cultural competence training provided to Contractor's staff, including clerical, administrative/ management, clinical, subcontractors, and independent contractors.

Contractor shall complete and submit an attestation of annual cultural competence training completed by 100% of staff to the Ethnic Services Manager (psbcc@dmh.lacounty.gov) by March 23rd of every Calendar Year.

Additionally, per the Federal Managed Care Network Adequacy Final Rule requirements, 100% of direct service practitioners (psychotherapists, psychiatrists, case managers, etc.) must complete cultural competence training within the past 12 months to meet annual reporting requirements. This information needs to be entered and updated quarterly into the application (https://lacdmhnact.dynamics365portals.us/) based on each practitioner specifying the hours of cultural competence training completed. This information is due quarterly on the following dates of every Calendar Year:

- July 1
- October 1
- January 1
- April 1

8.15.4 The Contractor's Quality Management Program shall be consistent with the Department's Quality Assurance requirements for Contract Providers as outlined in Policy 401.03.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor performing in-kind services as referenced in Exhibit A, Financial Provisions, Section T. PAYMENTS BY CONTRACTOR TO COUNTY. Such repairs shall be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

The County and the contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each

party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 Fair Labor Standards

8.19.1 The contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California and with all laws, regulations, and contractual obligations of County under its contract with the State. The contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County and the contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.

8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

8.22.4 Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

8.23.1 The contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified

copies of any required contractor and/or sub-contractor insurance policies at any time.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars ($50,000), and list any County required endorsement forms.

8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles – Department of Mental Health
Contracts Development and Administration Division
550 S. Vermont, 5th Floor, Room 500
Los Angeles, CA 90020
Attention: Chief of Contracts

8.24.2.6 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also shall promptly notify County of any third party claim or suit filed against contractor or any of its subcontractors which arises from or relates to

this Contract, and could result in the filing of a claim or lawsuit against contractor and/or County.

8.24.3 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, it's Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 **Cancellation of or Changes in Insurance**

Contractor shall provide County with, or contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 **Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract.

County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

8.24.6 **Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 **Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any contractor coverage.

8.24.8 **Waivers of Subrogation**

To the fullest extent permitted by law, the contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 **Subcontractor Insurance Coverage Requirements**

Contractor shall include all subcontractors as insureds under contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

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8.24.10 **Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 **Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 **Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

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8.24.15 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 Insurance Coverage

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's

compensation law or any federal occupational disease law.

8.25.4 **Unique Insurance Coverage**

8.25.4.1 **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.4.2 **Professional Liability-Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than $1 million per claim and $3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

8.25.4.3 **Intentionally Omitted**

8.25.4.4 **Intentionally Omitted**

8.25.4.5 **Intentionally Omitted**

8.25.4.6 **Privacy/Network Security (Cyber) Liability**

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits up to $10 million based on criteria established by the County. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Intentionally Omitted

8.27 Intentionally Omitted

8.28 Nondiscrimination and Affirmative Action

8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, gender, sexual orientation, age (over 40), marital status, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, or political affiliation, status as a disabled veteran or veteran of the Vietnam era in compliance with all applicable Federal and State anti-discrimination laws and regulations. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other contract.

8.28.2 The contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

8.28.3 The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, gender, sexual orientation, age (over 40), marital status, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, or political affiliation, status as a disabled veteran or veteran of the Vietnam era in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation. and selection for training, including apprenticeship, and granting or denying family care leave. Contractor shall not discriminate against or harass, nor shall it permit harassment of, its employees during employment

based upon race, color, religion, national origin, ancestry, gender, age (over 40), marital status, sexual orientation, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, or political affiliation, status as a disabled veteran or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.).

8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, gender, sexual orientation, age, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, marital status, or political affiliation, status as a disabled veteran or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. Further, Contractor shall give written notice of its obligations under this Paragraph 8.28 to labor organizations with which it has a collective bargaining or other contract.

8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, gender, sexual orientation, age, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, marital status, or political affiliation, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of

this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28.9 Contractor shall include the provisions of this Paragraph 8.28 in every subcontract or purchase order unless otherwise expressly exempted.

8.29 Non Exclusivity

8.29.1 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

8.30.1 Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within three (3) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

8.31.1 The contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director or his designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

8.32.1 The contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Contractor's headquarters addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director or his designee shall have the authority to execute all notices or demands required or permitted by the County under this Contract. Including but not limited to:

Administrative Amendments: Modifications to this Contract may be accomplished using an administrative amendment process for the following purposes:

1. Change of Contractor's name.
2. Change of Contractor's headquarters' address.
3. Change, revision, addition, or deletion of Provider site address.
4. Change, revision, addition, or deletion of Provider site number.
5. Change, revision, addition, or deletion of Provider site name.
6. Change, revision, addition, or deletion of services previously approved within the Legal Entity for an existing or new Provider site.
7. Technical Corrections.
8. Shifting of funds between currently contracted Funded Programs so long as such shifting will not cause Contractor to increase its Maximum Contract Amount.

8.34.2 Such administrative amendment may be executed by the Director under delegated authority from the Board of Supervisors without prior approval of County Counsel. Such administrative amendment may be initiated by the County, with Contractor's written consent. Contractor's signature will be required to make such administrative amendments effective.

8.35 Intentionally Omitted

8.36 Public Records Act

8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public

Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 County shall notify Contractor upon receipt of a request for such marked documents.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

8.37.1 The contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 The contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The contractor shall maintain accurate and complete financial records, employment records and other records relating to its performance of this Contract. All such material shall be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the Department of Mental Health Contracts Development and Administration Division within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s). Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 Direct Services and Indirect Services Records: Contractor shall maintain a record of all direct services and indirect services rendered by all professional, para-professional, intern, student, volunteer and other personnel under this Contract in sufficient detail to permit an evaluation and audit of such services. All such records shall be retained, maintained, and made available within three (3) business days for inspection, review, and/or audit by authorized representatives and designees of County, State, and/or federal governments during the term of this Contract and during the applicable period of records retention. In addition to the general requirements in this Paragraph 8.38, Contractor shall comply with any additional patient/client record requirements described in the Service Exhibit(s)/Statement of Work(s) and shall adequately document the delivery of all services described in the Service Exhibit(s)/Statement of Work(s).

8.38.3.1 Patient/Client Records (Direct Services): Contractor shall maintain treatment and other records for each individual patient/client of all direct services (e.g., 24-hour services, day services, targeted case management, mental health services, medication support, and crisis intervention) in accordance with all applicable County, State and federal requirements. Such treatment and other records shall include, but not be limited to, patient/client identification number, demographic information, and all data elements required by the County's claims processing information system, consent for treatment form, assessment, treatment plan, progress notes, and any other applicable information. The required data elements shall be in accordance with the Organizational Provider's Manual. All patient/client records shall be maintained by Contractor at a location in Los Angeles County for a minimum period that is at least equivalent to the later of any of the following:

8.38.3.1.1 Ten (10) years following discharge of the patient/client or termination of services.

8.38.3.1.2 For minors, one (1) year after the minor reaches the age of 18, but not less than ten (10) years and/or from the final date of the contract period between DMH and Contractor, the date of completion of any audit, or the date the service was rendered, whichever is later.

8.38.3.1.3 Ten (10) years after completion of all County, State and/or federal audits.

8.38.3.1.4 Ten (10) years after the conclusion of any audit appeal and/or when audit findings are fully resolved.

8.38.3.1.5 During such retention period, all such records shall be available within three (3) business days and open during County's normal business hours to authorized representatives and

designees of County, State, and/or federal governments for purposes of inspection, review, and/or audit. Nothing in this paragraph shall limit Contractor's obligation to retain records for the period described by law.

8.38.3.2 Case Management Support Services, Outreach Services, and Client Supportive Services Records (Indirect Services): Contractor shall maintain accurate and complete program records of all indirect services (i.e., all services other than direct services) in accordance with all applicable County, State and federal requirements. All program records shall be maintained by Contractor for a minimum period that is at least equivalent to the later of any of the following:

8.38.3.2.1 Ten (10) years following the expiration or earlier termination of this Contract.

8.38.3.2.2 Ten (10) years after completion of all County, State and/or federal audits.

8.38.3.2.3 Ten (10) years after the conclusion of any audit appeal and/or when audit findings are fully resolved.

8.38.3.2.4 During such retention period, all such records shall be available within three (3) business days and open during County's normal business hours to authorized representatives and designees of County, State, and/or federal governments for purposes of inspection and/or audit. Nothing in this paragraph shall limit Contractor's obligation to retain records for the period described by law.

8.38.4 Financial Records: The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles, with the procedures set out in the State's Cost and Financial Reporting System (CFRS) Instruction Manual, and with all

applicable federal, State and County requirements, guidelines, standards, and procedures. Minimum standards for accounting principles are set forth in County's Auditor-Controller's Contract Accounting and Administration Handbook which shall be furnished to Contractor by County upon request. The above financial records shall include, but are not limited to:

8.38.4.1 Books of original entry and a general ledger.

8.38.4.2 Reports, studies, statistical surveys or other information Contractor used to identify and allocate indirect costs. "Indirect costs" shall mean those costs as described by the guidelines, standards, and procedures which may be provided by County in writing to Contractor, the Centers for Medicare and Medicaid Provider Reimbursement Manual Parts 1 and 2 (Publications #15-1 and #15-2), and the OMB Uniform Guidance, Subpart E: Cost Principles.

8.38.4.3 Bronzan-McCorquodale/County statistics and total facility utilization information (e.g., patient days, visits) which can be identified by type of service pursuant to any policies and procedures which may be provided by County in writing to Contractor.

8.38.4.4 A listing of all County remittances received.

8.38.4.5 Patient/client financial folders clearly documenting:

8.38.4.5.1 Contractor's determination of patient's/client's eligibility for Medi-Cal, medical insurance and any other third party payer coverage; and

8.38.4.5.2 Contractor's reasonable efforts to collect charges from the patient/client, his/her responsible relatives, and any other third party payer.

(a) Individual patient/client ledger cards indicating the type and amount of charges incurred and

payments by source and service type.

(b) Employment records.

8.38.4.6 The entries in all the above financial records must be readily traceable to applicable source documentation (e.g., remittance invoices, vendor invoices, employee timecards, signed by employee and countersigned by supervisor, subsidiary ledgers and journals, appointment logs, patient ledger cards, etc.). Any apportionment of costs shall be made in accordance with the requirements of the State's CFRS Instruction Manual, the Federal Centers for Medicare and Medicaid Provider Reimbursement Manual Parts 1 and 2 (Publications #15–1 and #15–2), and Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services. All such records shall be maintained by Contractor for a minimum period that is at least equivalent to the later of any of the following:

8.38.4.6.1 Ten (10) years following the expiration or earlier termination of this Contract;

8.38.4.6.2 Ten (10) years after completion of all County, State and/or federal audits; or

8.38.4.6.3 Ten (10) years after the conclusion of any audit appeal and/or when audit findings are fully resolved.

8.38.4.6.4 During such retention period, all such records shall be available within three (3) business days and open during County's normal business hours to authorized representatives and designees of County, State, and/or federal governments for purposes of inspection, review, and/or audit. Such access shall include access to individuals with knowledge of financial records and Contractor's outside auditors, and regular and special reports from Contractor.

8.38.5 Preservation of Records: If, following termination of this Contract, Contractor's facility(ies) is (are) closed or if majority ownership of Contractor changes, then within 48 hours of closure or ownership change, Director of DHCS and Director shall be notified in writing by Contractor of all arrangements made by Contractor for preservation of all the patient/client, financial, and other records referred to in this Paragraph 8.38.

8.38.6 Audits:

8.38.6.1 Contractor shall provide County and its authorized representative's access to and the right to examine, audit, excerpt, copy, or transcribe, any pertinent transaction, activity, time cards, or any other records relating to this Contract.

8.38.6.2 County may, in its sole discretion, perform periodic fiscal and/or program review(s) of Contractor's records that relate to this Contract. If County determines that the results of any such reviews indicate the need for corrective action, Contractor shall within 30 calendar days after receiving the findings of the fiscal and/or program review, either (a) submit a corrective plan of action to DMH, or (b) request a review by the Director. If Contractor requests a review by the Director within the 30 calendar days, and if a corrective plan of action is then required, Contractor shall have 30 calendar days to submit its corrective plan of action.

8.38.6.3 Audit Reports: In the event that any audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report(s) with DMH's Contracts Development and Administration Division within 30 calendar days of Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Contractor shall promptly notify County of any request for access to information related to this Contract by any other governmental agency.

8.38.6.4 California Department of Health Care Services (DHCS) Access to Records: Contractor agrees that for a period of ten (10) years following the furnishing of services under this Contract; three (3) years after final audit is completed including appeals, or ten (10) years after termination of this Agreement; whichever occurs later, Contractor shall maintain and make available to the DHCS, the Secretary of the United States Department of Health and Human Services (HHS), or the Controller General of the United States, and any other authorized federal and State agencies, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS ($10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor as provided in Paragraph 3.10 and in this Paragraph 8.38.

8.38.6.5 Federal Access to Records: Grant-funded programs require audits and compliance with federal guidelines pursuant to OMB Uniform Guidance, Subpart F: Single Audit Requirements. If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of ten (10) years following the furnishing of services under this Contract, three (3) years after final audit is completed including appeals, or ten (10) years after termination of this Contract; whichever, is later, Contractor shall maintain and make available to the Secretary of the United States Department of HHS, or the Controller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents and records of

Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS ($10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontractor shall provide for such access to the subcontract, books, documents and records of the subcontractor as provided in Paragraph 3.10 and in this Paragraph 8.38.

8.39 Recycled Bond Paper

8.39.1 Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request:

8.40.2.1 The reasons for the particular subcontract.

8.40.2.2 A detailed description of the services to be performed by the subcontractor;

8.40.2.3 Identification of the proposed subcontractor.

8.40.2.4 A description of the proposed subcontract amount and manner of compensation, together with Contractor's cost or price analysis thereof.

8.40.2.5 A draft copy of the proposed subcontract which shall include the following provisions:

"This contract is a subcontract under the terms of the prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract, including those related to ensuring high quality of service and outcomes".

8.40.2.6 A copy of the proposed subcontract, if in excess of $10,000 and utilizes public funds, shall also contain the following provision:

"The contracting parties shall be subject to the examination and audit of the State Auditor, pursuant to the California Government Code, Section 8546.7.for a period of ten (10) years from the end of the Fiscal Year in which such services were provided or until final resolution of any audits, whichever occurs later."

8.40.2.7 Further, the Contractor will also be subject to the examination and audit of the State Auditor, pursuant to the Government Code, Section 8546.7, for a period of ten (10) years from the end of the fiscal year in which such services were provided or until final resolution of any audits, whichever occurs later.

8.40.2.8 Other pertinent information and/or certifications requested by the County.

8.40.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.

8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.

8.40.6 The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

Los Angeles County Department of Mental Health

Contracts Development and Administration Division
550 S. Vermont, 5th Floor, Room 500
Los Angeles, CA 90020
Attention: Chief of Contracts

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

8.41.1 Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated by the County or Contractor at any time without cause by giving at least 30 calendar days prior written notice to the other party.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor shall:

8.42.2.1 On or after the date of the written notice of termination, County, in its sole discretion, may stop all payments to Contractor hereunder until preliminary settlement based on the Annual Cost Report. Contractor shall prepare an Annual Cost Report in accordance with the terms of the Financial Exhibit A.

8.42.2.2 Upon issuance of any notice of termination, Contractor shall make immediate and appropriate plans to transfer or refer all patients/clients receiving services under this Contract to other agencies for continuing services in accordance with the patient's/client's needs. Such plans shall be subject to prior written approval of the Director or his designee, except that in specific cases, as determined by Contractor, where an immediate patient/client transfer or referral is indicated, Contractor may make an immediate transfer or referral. If Contractor terminates this Contract, all costs related to all such transfers or referrals as well as all costs related to all continuing services shall not be a charge to this Contract nor reimbursable in any way under this Contract; and

8.42.2.3 If Contractor is in possession of any equipment, furniture, removable fixtures, materials, or supplies owned by County as provided in Paragraph 9.16 (PURCHASES), the same shall be immediately returned to County.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract shall be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Director:

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be

furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the contractor, immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.

8.44.2 The contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of the contractor. The contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or

8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

8.46.1 The contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

8.47.1 Notwithstanding any other provision of this Contract, the County shall not be obligated for the contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and

until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

8.48.1 Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.53 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

8.49 Time Off for Voting

8.49.1 The contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.50 Validity

8.50.1 If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.51 Waiver

8.51.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach

or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.53 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.52 Warranty Against Contingent Fees

8.52.1 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

8.52.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.53 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

8.53.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

9 UNIQUE TERMS AND CONDITIONS

9.1 Third Party Beneficiaries

9.1.1 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.

9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

9.2.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, and subtitle D, Privacy, of the Health Information Technology for Economic and Clinical Health Act (HITECH). Contractor understands and agrees that, as a provider of mental health services, it is a *"Covered Entity"* under HIPAA and HITECH and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA and HITECH.

9.2.2 The parties acknowledge their separate and independent obligations with respect to HIPAA and HITECH and that such obligations relate to *transactions and code sets, privacy, and security.* Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA and HITECH in all these areas and that County has not undertaken any responsibility for compliance on contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to contractor's obligations under

HIPAA and HITECH but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

9.2.3 Contractor and County understand and agree that each is independently responsible for HIPAA and HITECH compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA and HITECH laws and implementing regulations related to transactions and code sets, privacy, and security.

9.2.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA and HITECH, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

9.2.5 Contractor and County understand and agree that HIPAA has imposed additional requirements in regards to changes in DMH's County's information system.

(1) County has a Guide to Procedure Codes available at http://lacdmh.lacounty.gov/hipaa/index.html which includes a "crosswalk" of DMH activity codes to Current Procedural Terminology (CPT) and Health Care Procedure Coding System (HCPCS) codes.

(2) County has electronic Data Interchange (EDI) Contract forms available at http://lacdmh.lacounty.gov/hipaa/edi_homepage.html and http://lacdmh.lacounty.gov/hipaa/IBHIS_EDI_homepage.htm which includes information about the applicable HIPAA transactions that can be processed in the Integrated Behavioral Health Information System (IBHIS)

Contractor acknowledges that County is using the IBHIS in which clinical, demographic, administrative, financial, claims, outcomes, and other information will be exchanged between DMH and contract providers exclusively through the use of EDI transactions and other County defined b2b ("Business-to-Business") data collection and interoperability solutions.

(3) As County defines requirements for each transaction and determines the method by which each transaction is to be exchanged between Contractor and County,

County shall notify Contractor of the effective date(s) by which Contractor shall be required to implement each newly defined interface through County's release of revised Companion Guides. Revised Companion Guides shall be released prior to the effective date(s) upon which each newly defined interface is required in accordance with the schedule below and in accordance with County's estimate of the effort required to implement each newly defined interface, unless earlier effective date(s) are imposed by law or regulation, or earlier effective dates(s) are established by mutual contract between County and Contractor.

(a) 120 days for new interface requiring major development and testing,

(b) 90 days for new interfaces requiring moderate development and testing; and

(c) 60 days for new interfaces requiring minimal development and testing.

(4) Contractor acknowledges that County may modify interfaces requirements as deemed needed by County. County shall notify Contractor of the effective dates(s) by which Contractor shall be required to comply with each modified interface in accordance with County's revised requirements through County's release of revised Companion Guides. Revised Companion Guides shall be released prior to the effective date(s) upon which each modified interface is required in accordance with the schedule below and in accordance with County's estimate of the effort required to implement each revised interface, unless earlier effective dates(s) are imposed by law or regulation, or earlier effective dates(s) are established by mutual contract between County and Contractor.

(a) 90 days for existing interfaces requiring major development and testing;

(b) 60 days for existing interfaces that requiring moderate development and testing; and

(c) 30 days for existing interfaces requiring minimal development and testing.

(5) Contractor agrees to comply with the exchange of all required interfaces specified by County and the method by which these transactions are to be exchanged between Contractor and County as of the effectives date(s) specified by County.

(6) County has Trading Partner Agent Authorization Contracts available at http://lacdmh.lacounty.gov/hipaa/edi_homepage.html and http://lacdmh.lacounty.gov/hipaa/IBHIS_EDI_homepage.htm which includes the Contractor's authorization to its Agent(s) to submit HIPAA-compliant transactions on behalf of Contractor to the IBHIS.

9.2.6 Contractor understands that County operates an informational website http://dmh.lacounty.gov/wps/portal/dmh related to the services under this Contract and the parties' HIPAA obligations, and agrees to undertake reasonable efforts to utilize said website to obtain updates, other information, and forms to assist Contractor in its performance.

9.2.7 Contractor understands and agrees that if it uses the services of an Agent in any capacity in order to receive, transmit, store or otherwise process Data or Data Transmissions or perform related activities, the Contractor shall be fully liable to DMH for any acts, failures or omissions of the Agent in providing said services as though they were the Contractor's own acts, failures, or omissions.

9.2.8 Contractor further understands and agrees that the terms and conditions of the current IBHIS Trading Partner Contract (TPA) available at http://lacdmh.lacounty.gov/hipaa/edi_homepage.html and http://lacdmh.lacounty.gov/hipaa/IBHIS_EDI_homepage.htm respectively, shall apply to this Contract and that said Terms and Conditions are incorporated by reference as though fully set forth herein.

9.2.9 Contractor acknowledges that County participates in the Meaningful Use of Electronic Health Records Incentive Program (MU Program) under the HITECH Act which requires the annual submission of data documenting the compliance of eligible professionals with certain MU measures.

9.2.10 County and Contractor further understand and agree that mutual cooperation in the collection and reporting of MU

Program measures may be required in cases in which both County and Contractor have employed or contracted the professional medical services of the same eligible professional during any calendar year in which the MU Program is in effect. In such cases, the requesting party shall deliver to the receiving party a letter on agency letterhead indicating the specific information requested, the format in which the information is to be delivered to the requesting party, and the required date of delivery of the information requested. The receiving party shall have 30 days from receipt of the request to deliver the requested information to the requesting party in the format specified by the requester.

9.3 Contractor Protection of Electronic County Information

9.3.1 The Board has recognized that the County must ensure that appropriate safeguards are in place to protect public data and avoid the penalties and fines that may be imposed when unprotected confidential/sensitive information is disclosed inappropriately. The County Policy 5.200 "Contractor Protection of Electronic County Information" for specific details on this policy reference the following link: https://library.municode.com/ca/la_county_bos/codes/board_policy?nodeId=CH5COPU_5.200COPRELCOIN was adopted to protect personal information (PI), protected health information (PHI) and medical information (MI) electronically stored and/or transmitted by County Contractors. Contractor agrees that it will comply with County Policy 5.200, as it now exist or as it might be modified in the future, as it relates to information acquired in the course of providing services during the term of this Contract.

9.3.2 Contractor shall comply with the encryption standards set forth in Exhibit Q, Protection of Electronic County PI, PHI and MI (Data Encryption) and submit Required Forms Exhibit R, LACDMH Contractor's Compliance with Encryption Requirements. Encryption requirements shall apply to all County PI, PHI and MI electronically stored or transmitted by Contractors and subcontractors, irrespective of storage and/or transmission methodology.

9.3.3 Contractor shall comply with the Information Security Requirements set for in Exhibit T, Information Security and Privacy Requirements.

9.3.4 Contractor shall complete and submit to DMH the Confidentiality Oath (Non-LAC-DMH Workforce Members), Exhibit U to this Contract.

9.3.5 Contractor shall sign, submit to DMH and comply with County of Los Angeles Agreement for Acceptable Use and Confidentiality of County Information Technology Resources, Exhibit S to this Contract.

9.4 Technology Requirements

9.4.1 Contractor shall acquire, manage, and maintain Contractor's own information technology, infrastructure, platforms, systems and/or services in order to meet all requirements specified by County for interoperability (as stated in section 9.2.5).

9.4.2 Contractor shall ensure that each individual using electronic methods to sign electronic health records in the performance of work specified under this Contract completes an Electronic Signature Agreement annually. The Electronic Signature Agreement shall be substantially similar to the sample available at http://lacdmh.lacounty.gov/hipaa/edi_homepage.html.

9.4.2.1 Contractor shall maintain a copy of each Electronic Signature Contract and make them available for inspection by County upon request.

9.4.2.2 Contractor shall submit to County a Legal Entity Electronic Signature Certification to certify compliance with this provision of this Contract. Contractors who implement electronic methods to sign electronic health records subsequent to the execution of this Contract shall submit to County a Legal Entity Electronic Signature Certification immediately upon implementation. The Legal Entity Electronic Signature Certification to be used by Contractor is found at http://lacdmh.lacounty.gov/hipaa/edi_homepage.html. Nothing in this requirement is intended to imply that Contractor qualifies as a Legal Entity, as that term is generally understood by Department.

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9.5 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.6 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at: http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within twenty (20) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information containing PHI and PII were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor shall provide County with written certification. within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.7 Local Small Business Enterprise (LSBE) Preference Program

9.7.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.7.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.7.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

9.7.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.8 Social Enterprise (SE) Preference Program

9.8.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.8.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

9.8.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

9.8.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.9.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.9.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

9.9.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

9.9.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this

information prior to responding to a solicitation or accepting a contract award.

9.10 Air or Water Pollution Requirements: Unless specifically exempted under federal law, any federally funded Legal Entity Contract and/or any subcontracts in excess of $100,000 must comply with the following provisions:

9.10.1 Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Chapter 1).

9.10.2 Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

9.11 Contractor's Exclusion From Participation In A Federally Funded Program

9.11.1 Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded or suspended from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within 30 calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the federal or State governments against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part. This warranty and notice requirements apply equally to suspensions from the Medi-Cal program as well as any other federally funded health care programs including but not limited to Medicare and Healthy Families.

9.11.2 There are a variety of different reasons why an individual or entity may be excluded from participating in a federally funded health care program. Sometimes, the exclusion is mandatory and in other cases the Office of Inspector General (OIG), and State officials have the discretion not to exclude.

9.11.3 The mandatory bases for federal exclusion include: (1) felony convictions for program related crimes, including fraud or false claims, or for offenses related to the dispensing or use of controlled substances, or (2) convictions related to patient abuse.

9.11.4 Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by federal health care program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its subcontractors or its significant business transactions; (6) loss of a State license to practice a health care profession; (7) default on a student loan given in connection with education in a health profession; (8) charging excessive amounts to a federally funded health care program or furnishing services of poor quality or which are substantially in excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded. Mandatory exclusions under State law from Medi-Cal are similar but also include convictions of a misdemeanor for fraud or abuse involving the Medi-Cal program or a Medi-Cal beneficiary.

9.11.5 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal or State exclusion or suspension of Contractor or its staff members from such participation in a federally funded health care program. Contractor shall provide the certification set forth in Exhibit K (Attestation Regarding

Federally Funded Program) as part of its obligation under this Paragraph 9.11.

9.11.6 Contractor shall also comply with DMH Policy 106.04 (Contractors Eligibility to Provide Goods and Services to Federally Funded Health Care Programs and to Secure Federally Funded Contracts) which includes the following topics: 1) Contractor's responsibility for any and all Civil Monetary Penalties associated with repayments for claims submitted for excluded or suspended agencies or individuals and 2) Contractor's responsibility to provide employee identification information within three (3) business days should DMH or its representatives request it related to sanction list screening compliance.

9.11.7 Failure by Contractor to meet the requirements of this Paragraph 9.11 shall constitute a material breach of Contract upon which County may immediately terminate or suspend this Contract.

9.12 Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

9.12.1 In addition to Paragraph 8.12 (Contractor Responsibility and Debarment) the Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach

of this Contract upon which the County may immediately terminate or suspend this Contract.

9.13 Restrictions On Lobbying

9.13.1 If any federal funds are to be used to pay for any of Contractor's services under this Contract, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101 121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Contract also fully complies with all such certification and disclosure requirements.

9.14 Disclosures

9.14.1 Disclosure of 5% or More Ownership Interest: Pursuant to Code of Federal Regulations (CFR) Paragraph 455.104, Contractor shall submit the disclosures below to County regarding ownership and control. Contractor shall provide the certification set forth in Exhibit P (Ownership/Controlling Interest Disclosure) as part of its obligation under this Paragraph 9.14. Contractor must submit updated disclosures (Exhibit P) to County before entering into contract, and within 35 days after any change in the Contractor's ownership or upon request by the County. Contractor shall send all the disclosures to those persons and addresses which are set forth in Paragraph 8.34 (NOTICES).

(a) Disclosures to be provided:

i. The name and address of any person (individual or corporation) with an ownership of control interest in the Contractor's business. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;

ii. Date of birth and Social Security Number (in the case of an individual);

iii. Other tax identification number (in the case of corporation with a 5% or more ownership or control interest in Contractors' business);

iv. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's business is related to another person with ownership or control in the Contractor's business such as a spouse, parent, child, or sibling;

v. The name of any other disclosing entity in which the Contractor has an ownership or control interest; and

vi. The name, address, date of birth, and Social Security Number of any managing employee of the Contractor.

9.14.2 Disclosures Related to Business Transactions: Contractor must submit disclosures and updated disclosures to County including information regarding certain business transactions within 35 days, upon request:

(a) The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request; and

(b) Any significant business transactions between the Contractor and any subcontractor during the 5-year period ending on the date of the request.

9.14.3 Disclosure Related to Persons Convicted of Crimes: Contractor shall submit the following disclosures to County regarding the Contractor's management:

(a) The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs (42 CFR Paragraph 455.106(a)(1), (2).)

(b) The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs (42 CFR Paragraph

455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 CFR Paragraph 455.101.

(c) The Contractor shall supply the disclosures before entering into the contract and at any time upon County's request.

(d) Contractor's subcontractors, if any, shall submit the same disclosures to the Contractor regarding the subcontractors' owners, persons with controlling interest, agents, and managing employees' criminal convictions. Subcontractors shall supply the disclosures before entering into a contract and at any time upon County's request.

9.15 Certification Of Drug-Free Work Place

9.15.1 Contractor certifies and agrees that Contractor and its employees shall comply with DMH's policy of maintaining a drug-free work place. Contractor and its employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any of Contractor's facilities or work sites or County's facilities or work sites. If Contractor or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then Contractor, within five (5) days thereafter, shall notify Director in writing.

9.16 Purchases

9.16.1 Purchase Practices: Contractor shall fully comply with all federal, State and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

9.16.2 Proprietary Interest of County: In accordance with all applicable federal, State and County laws, ordinances,

rules, regulations, manuals, guidelines and directives, County shall retain all proprietary interest, except the use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any County funds. Upon the expiration or termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within 30 calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

9.16.3 Inventory Records, Controls and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds. Within 90 calendar days following the execution of this Contract, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds. The inventory report shall be prepared by Contractor on a form or forms designated by Director, certified and signed by an authorized officer of Contractor, and one copy thereof shall be delivered to County within 30 calendar days of any change in the inventory. Within five business days after the expiration or termination of the Contract, Contractor shall submit to County six copies of the same inventory report updated to the expiration or termination date of the Contract, certified and signed by an authorized officer of Contractor, based on a physical count of all items of furniture, fixtures, equipment, materials, and supplies, as of such expiration or termination date.

9.16.4 Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds, against any damage or loss by fire, burglary, theft, disappearance, vandalism or misuse. In the event of any burglary, theft, disappearance, or vandalism of any item of furniture, fixtures, equipment, materials, and supplies, Contractor shall immediately notify the police and make a written report thereof, including a report of the results of any investigation which may be made. In the event of any damage or loss of any item of furniture, fixtures, equipment, materials, and supplies, from any cause, Contractor shall immediately send Director a detailed, written report. Contractor shall contact DMH's Administrative Services Division for instructions for disposition of any such property which is worn out or unusable.

9.16.5 Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by County or its authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds, in the same condition as such property was received by Contractor, reasonable wear and tear excepted, or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement or adjustment connected with such property shall be in accordance with all applicable federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives.

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IN WITNESS WHEREOF, contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of Mental Health or his designee thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By [redacted]
JONATHAN E. SHERIN, M.D., Ph.D.

St. Francis Medical Center
CONTRACTOR

By [redacted]

Name Eleanor Ramirez

Title Interim CEO
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

FINANCIAL EXHIBIT A
(FINANCIAL PROVISIONS)

FINANCIAL EXHIBIT A

(FINANCIAL PROVISIONS)

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FINANCIAL EXHIBIT A
FINANCIAL PROVISIONS

A. GENERAL

(1) The County shall pay Contractor in arrears for eligible services provided under this DMH Legal Entity Contract and in accordance with the terms of this Financial Exhibit A up to the amounts identified for each Funded Program as shown in the Financial Summary and as otherwise may be limited under this DMH Legal Entity Contract and the exhibits thereto, including but not limited to this Financial Exhibit A and the Financial Summary.

(a) For the purposes of the Contract, a "Funded Program" is a set of services and/or activities (including invoiced services and activities) paid through a particular funding source for the benefit of a specific beneficiary or program (e.g., Medi-Cal or Non-Medi-Cal) as identified on a row of the Financial Summary.

(b) For the purposes of the Contract, the "Funded Program Amount" is the amount identified in the last column of the Financial Summary for each Funded Program.

(c) For the purposes of this Contract, "Non-Medi-Cal" includes all of the following: Persons with no known outside payer source, persons for whom eligibility for benefits under the State's Medi-Cal programs is being determined or established, and persons whose eligibility for the Medi-Cal programs was unknown at the time that services were rendered.

(d) The Contractor understands and agrees that the Medi-Cal Funded Program Amount(s) in the Financial Summary is provided based on Contractor's ability to provide specific services and/or serve specific populations, which may include but is not limited to, Medi-Cal beneficiaries eligible under Early and Periodic, Screening, Diagnosis, and Treatment (EPSDT) Program; Title XXI Medicaid Children's Health Insurance Program (MCHIP); existing Title XIX Short-Doyle/Medi-Cal Program for low-income individuals who are age 65 or older, blind, disabled, or members of families with dependent children or qualified pregnant women or children; and, Medicaid (Medi-Cal in California) Coverage Expansion under the Affordable Care Act, as set forth in the Negotiation Package. Therefore, Contractor shall ensure access and provision of a full array of Specialty Mental Health Services to all eligible beneficiaries based on client needs, as set forth in the Negotiation Package under this Contract.

(2) The Contractor shall comply with all requirements necessary for reimbursement as established by federal, State and local statutes, laws, ordinances, rules, regulations, manuals, policies, guidelines and directives.

(3) In order to reduce County costs, the Contractor shall comply with all applicable provisions of the Welfare and Institutions Code (WIC) and/or California Code of Regulations (CCR) related to reimbursement by non-County and non-State sources, including, but not limited to, collecting reimbursement for services from clients (which shall be the same as patient fees established pursuant to WIC Section 5710) and from private or public third-party payers. In addition, Contractor shall ensure that, to the extent a recipient of services under this Contract is eligible for coverage under Medi-Cal or Medicare or any other federal or State funded program (an eligible beneficiary), services provided to such eligible beneficiary are billed appropriately.

(a) Contractor shall be responsible for delivering services to the extent that funding is allocated by County. To the extent that Contractor does not have funds allocated in this Contract for a Funded Program that pays for services to a particular eligible beneficiary, Contractor shall, at the first opportunity, refer said eligible beneficiary to another Contractor or County facility that, to the extent feasible, is within the same geographic area and has funds allocated for the needed service(s).

(b) To the extent that the County determines Contractor has improperly billed for services to a particular Funded Program, County in its discretion may disallow payment of said services and/or may make corrective accounting entries to post the payment of the said services to the appropriate Funded Program and/or require Contractor to void said claimed services and replace/resubmit said services for payment from the correct Funded Program, if applicable.

(4) The Countywide Maximum Allowances (CMA) are in effect during the Initial Period, the First Automatic Renewal Period, and the Second Automatic Renewal Period, or any part thereof, and shall be applicable to this Contract as of the date executed by DMH.

B. LIMITATIONS ON MAXIMUM REIMBURSEMENT

(1) The total maximum reimbursement that will be paid by County to Contractor under this Contract, including Cash Flow Advances (CFA) if applicable, for the Initial Period, First Automatic Renewal Period, and the Second Automatic Renewal Period shall be, in no event more than, the Maximum Contract Amount (MCA) specified in Contract, for the Initial Period, First Automatic Renewal Period, and the Second Automatic Renewal Period, respectively, of this Contract.

(a) In addition to the general limitation of Paragraph B (1) of this Financial Exhibit A, in no event shall the maximum reimbursement that will be paid by County to Contractor under this Contract for any Funded Program be more than the amount identified as the Funded Program Amount for each Funded Program, as stated on the Financial Summary for the Initial Period, First Automatic Renewal Period and the Second Automatic Renewal Period, as applicable.

(2) Contractor shall immediately provide written notice to the County when, based on the Contractor's own internal records, it has billed for services/activities under this Contract in an amount equal to seventy-five (75) percent of the total MCA or seventy-five (75) percent of the Funded Program Amount(s) during the Initial Period, First Automatic Renewal Period or the Second Automatic Renewal Period of this Contract.

(a) Contractor shall send such notice to those persons and addresses which are set forth in the DMH Legal Entity Contract, Paragraph 8.34 (NOTICES).

(b) Failure of Contractor to comply with Subparagraph (2) of this Paragraph B (LIMITATIONS ON MAXIMUM REIMBURSEMENT) will be considered a breach of this Contract.

(3) Except as otherwise provided in this Contract, the total MCA and/or the Funded Program Amount(s) for any of the periods specified in this Financial Exhibit A (FINANCIAL PROVISIONS), Paragraphs C (REIMBURSEMENT FOR INITIAL PERIOD) and D (REIMBURSEMENT IF CONTRACT IS AUTOMATICALLY RENEWED) may not be increased or decreased without a properly executed amendment to this Contract. The Parties acknowledge that the actual number of individuals seeking care from Contractor who are eligible under a particular Funded Program may differ from the estimated number upon which the Funded Program Amounts were based and that it may be appropriate to increase Contractor's responsibility to provide services to certain eligible individuals while decreasing its responsibilities to provide services to other eligible individuals. Any such modification in Contractor's responsibilities, along with commensurate changes in the appropriate Funded Program Amounts, may be accomplished through a formal amendment or administrative amendment for shifting of funds, completed in advance of the provision of services and as outlined in the DMH Policy, *Shifting Guidelines for the Legal Entity Agreement.* In case of an administrative amendment, such administrative amendment may be executed by Director under delegated authority from the Board of Supervisors without prior approval of County Counsel. Such administrative amendment may be initiated by the County, with Contractor's written consent. Contractor's signature will be required to make such administrative amendment effective.

C. REIMBURSEMENT FOR INITIAL PERIOD

(1) The MCA for the Initial Period of this Contract as described in Paragraph 4 (TERM) of the Legal Entity Contract shall not exceed THREE MILLION THREE HUNDRED SIXTY-ONE THOUSAND TWO HUNDRED EIGHTY-TWO DOLLARS (**$3,361,282**) and shall consist of Funded Programs as shown on the Financial Summary.

D. REIMBURSEMENT IF CONTRACT IS AUTOMATICALLY RENEWED

(1) Reimbursement For First Automatic Renewal Period : The MCA for the First Automatic Renewal Period of this Contract as described in Paragraph 4 (TERM) of the DMH Legal Entity Contract shall not exceed THREE MILLION THREE HUNDRED SIXTY-ONE THOUSAND TWO HUNDRED EIGHTY-TWO (**$3,361,282**) and shall consist of Funded Programs as shown on the Financial Summary.

(2) Reimbursement For Second Automatic Renewal Period: The MCA for the Second Automatic Renewal Period of this Contract as described in Paragraph 4 (TERM) of the DMH Legal Entity Contract shall not exceed THREE MILLION THREE HUNDRED SIXTY-ONE THOUSAND TWO HUNDRED EIGHTY-TWO DOLLARS (**$3,361,282**) and shall consist of Funded Programs as shown on the Financial Summary.

E. REIMBURSEMENT BASIS

(1) Reimbursement Rates for Mental Health Services: For mental health services claimed and billed through the County's claims processing information system, and except as further limited elsewhere in this Contract, Contractor will utilize provisional rates based on a Cost Reimbursement methodology under this Contract, except as may be provided under Subparagraph (4) of this Paragraph E (REIMBURSEMENT BASIS) of this Financial Exhibit A.

(a) Contractor shall calculate its requested provisional rates in accordance with the terms and limitations set forth in DMH Policy, *Provisional Rate Setting.*

(b) Requested provisional rates for services provided under this Contract shall be uniform, unless otherwise agreed to by County and Contractor, and will apply to all similar services regardless of Funded Program.

(c) Notwithstanding any other provision of this Contract, in no event may Contractor request a provisional rate that exceeds the CMA or request a provisional rate that exceeds Contractor's published charge(s) to the general public except if the Contractor is a Nominal Charge Provider.

(d) All provisional rates are subject to prior review and approval of the County consistent with the DMH Policy, *Provisional Rate Setting*.

(e) County's approval of Contractor's provisional rates does not guarantee payment at the provisional rate.

(f) Contractor shall be reimbursed provisionally based on Contractor's provisional rate, subject to and in accordance with the terms of this Contract.

(2) Reimbursement Rates for Institutions for Mental Diseases: Pursuant to Section 5902(e) of the WIC, Institutions for Mental Diseases (IMD), which are licensed as level B nursing facilities (SNF) by the State Department of Health Care Services (SDHCS), are reimbursed for basic services at the rate(s) established by SDHCS for Medi-Cal services provided by level B nursing facilities, in addition to the Medi-Cal rate established by SDHCS for a Special Treatment Plan (STP). Accordingly, the IMD reimbursement rate will consist of a basic SNF rate and a STP rate; and for some IMD programs a rate for specialized programming and/or provision of more intensive mental health services provided to clients at County's request, if applicable; or a Mental Health Rehabilitation Center (MHRC) rate established by the County for basic services and, if applicable, specialized programming and/or provision of more intensive mental health services provided to clients at County's request.

(3) Reimbursement for Medi-Cal Administrative Activities (MAA): Reimbursement for MAA shall be based on the direct and indirect costs of the actual time spent performing MAA services using State's latest MAA claim template

(4) Reimbursement of Other Costs and Direct Charges: Certain Funded Programs may provide for and allow Contractor to submit requests for reimbursement to the County for specific expenses that cannot be claimed through the County's claims processing information system. These expenses shall be referred to as a "Direct Charge." Such reimbursement shall be based on actual costs plus an administrative fee, if applicable, expressed as a percentage of actual costs, which shall be reviewed and approved in advance by the County.

(5) Unique Funded Program: To the extent that Contractor's Contract includes a Funded Program which has billing and payment requirements that are not consistent with the provisions of this Paragraph E (REIMBURSEMENT BASIS), the special billing and payment requirements shall be set forth in an amendment or other written form of addenda to this Financial Exhibit A memorializing the specific billing and payment requirement which shall be signed by Contractor and Director.

F. BILLING PROCEDURES

(1) If Title XIX Short-Doyle/Medi-Cal services, and/or MAA, and/or Title XXI MCHIP services are provided under this Contract, Contractor authorizes County to serve as the Mental Health Plan for State claiming and reimbursement and to act on Contractor's behalf with SDHCS in regard to claiming.

(2) Claims Certification and Program Integrity:

(a) Contractor hereby certifies that all units of service entered by Contractor into the County's claims processing information system and/or the MAA data base system and/or claims for actual costs submitted as Direct Charges to County for any Funded Program covered by this Contract are true and accurate to the best of Contractor's knowledge.

(b) Contractor shall annually provide the additional certification set forth in the "Contractor Claims Certification for Title XIX Short-Doyle/Medi-Cal and Title XXI Medicaid Children's Health Insurance Program Reimbursements" (Exhibit A–1 to this Exhibit A) related to the Contractor's compliance with specific State and federal statutory and regulatory requirements which are conditions for the reimbursement of Title XIX Short-Doyle/Medi-Cal and/or MAA and/or Title XXI MCHIP claims.

(3) Mental Health Services: Claims for all mental health services, including services funded by Title XIX Short-Doyle/Medi-Cal and Title XXI MCHIP, shall be entered into the County's claims processing information system within 30 calendar days of the end of the month in which services are delivered, except as otherwise provided in this Paragraph F (BILLING PROCEDURES).

(a) Contractor must submit claims within 30 calendar days as specified above unless there is a reasonable justification in which case Contractor must submit (i) an initial or original (non-replacement) claim, including claims for services under Title XIX Short-Doyle/Medi-Cal or under Title XXI MCHIP, within six (6) months after the end of the month in which the services were rendered, to the extent doing so would not preclude payment from a funding source; and (ii) a replacement claim for services under Title XIX Short-Doyle/Medi-Cal or under Title XXI MCHIP within nine (9) months after the end of the month in which the services were rendered, to the extent doing so would not preclude payment from a funding source.

(b) Notwithstanding Subparagraph (3) (a) of this Paragraph (F) (BILLING PROCEDURES), good cause justification for late claim submission is

governed by applicable federal and State laws and regulations and is subject to approval by the State and/or County.

(c) In addition to all other limitations provided in this Paragraph F (BILLING PROCEDURES), claims for all services provided through June 30th of a given fiscal year under Categorically Funded Programs as set forth in the Financial Summary shall be entered into the County's claims processing information system no later than July 15th of the subsequent fiscal year.

(d) In the event the State or federal government or any funding source denies any or all claims submitted by County on behalf of Contractor, County will not be responsible for any payment obligation and, accordingly, Contractor shall not seek or retain payment from County and shall indemnify and hold harmless County from any and all liabilities for payment of any or all denied claims, including those denied claims that were submitted outside the period of time specified in Subparagraphs (3) (a), (b) and (c) of this Paragraph F (BILLING PROCEDURES), except any claims which are denied due to the fault of the County. Any controversy or dispute arising from such State or federal denied claims shall be handled by Contractor in accordance with the applicable State and/or federal administrative appeal process.

(e) Contractor shall, as soon as practicable, notify County of any delay in meeting the timeframe for submitting claims specified in Subparagraph (3) of this Paragraph F (BILLING PROCEDURES) in the event Contractor is not able to make timely data entry into the County's claims processing information system due to no fault on the part of Contractor. Such Contractor notification should be immediate upon Contractor's recognition of the delay and must include a specific description of the problem that the Contractor is having with the County's claims processing information system. Notification shall be pursuant to the DMH Legal Entity Contract, Paragraph 8.34 (NOTICES), and such notification shall also be made by Contractor to the DMH Chief Information Office Bureau's (CIOB) Help Desk.

(f) The County will notify Contractor in writing as soon as practicable of any County issue(s) which will prevent the entry by Contractor of claiming information into the County's claims processing information system, and County will waive the requirement of Subparagraph (3) of this Paragraph F (BILLING PROCEDURES) in the event of any such County issue(s). Once County has notified Contractor that its issues are resolved, Contractor shall enter billing information into the County's claims processing information system within 30 calendar days of County's notice unless otherwise agreed to by County and Contractor.

To the extent that issues identified pursuant to Subparagraph (3) (f) of this Paragraph F (BILLING PROCEDURES) requires that Contractor modify its procedures for entering claims into the County's claims processing information system, Contractor shall consult with County regarding a reasonable time required to implement such modifications and, upon approval by County, the 30 calendar days required by Subparagraph (3) (f) of this Paragraph F (BILLING PROCEDURES) shall be extended by the amount of time required to implement such modifications.

(g) County may modify the County's claims processing information system at any time in order to comply with changes in, or interpretations of, State or federal laws, rules, regulations, manuals, guidelines, and directives. County shall notify Contractor in writing of any such modification and the reason, if known, for the modification and the planned implementation date of the modification. To the extent that such modifications create a delay in Contractor submitting claims into the County's claims processing information system for a period of time, the timelines under this Paragraph F (BILLING PROCEDURES) shall be extended by the number of calendar days reasonably based on the time the system is inactive.

(4) Institutions for Mental Diseases (IMD): If Contractor is an IMD, Contractor shall, no later than the 15th of each month following the service month, submit an invoice to the County for patient days approved in writing by the County . Said invoice shall be in a form as specified by the County, and will include an itemized accounting of all charges for each patient day. Invoices shall be submitted to the persons and at the address identified in Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS).

(5) Medi-Cal Administrative Activities (MAA): To the extent that MAA is identified as a Funded Program in the Financial Summary, Contractor shall submit claims for reimbursement for MAA by entering the eligible MAA services provided and the actual time incurred rendering the MAA services into the County's MAA data base system within 30 calendar days of rendering the MAA services.

(a) County may modify the County's MAA in the claims processing information system, at any time in order to comply with changes in, or interpretations of, State or federal laws, rules, regulations, manuals, guidelines, and directives. County shall notify Contractor in writing prior to implementing any such modification and the reason, if known, for the modification and the planned implementation date of the modification.

(6) Direct Charges: Contractor shall submit invoices for Direct Charges within 60 calendar days of the end of the month in which the eligible expense was

incurred. Contractor shall assign a unique invoice number to each invoice. Such invoice shall be in the form and include the content specified by County for each Funded Program. Invoices shall be submitted to the persons and at the address identified in Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS) of this Financial Exhibit A or in case of the Funded Program set up for an electronic submission of invoices (e.g., Wraparound Invoice), invoices shall be submitted to the appropriate electronic tracking system. Failure to comply with the terms specified in Subparagraph (6) of this Paragraph F (BILLING PROCEDURES) may result in non-payment of said invoice.

(a) In addition to all other limitations provided in this Paragraph F (BILLING PROCEDURES), Direct Charges for all services provided through June 30th of a given fiscal year under Categorically Funded Programs as set forth in the Financial Summary shall be submitted to the persons and at the addresses identified in Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS) no later than July 15th of the subsequent fiscal year or in case of the Funded Program set up for an electronic submission of invoices (e.g., Wraparound Invoice), invoices shall be submitted to the appropriate electronic tracking system no later than July 15th of the subsequent fiscal year.

G. COUNTY PAYMENT FOR SERVICES RENDERED

(1) General: County agrees to reimburse Contractor for services rendered under Funded Programs during the term of this Contract based on the provisional rates approved to in writing by the County for the Initial Period, First Automatic Renewal Period and Second Automatic Renewal Period, as applicable, subject to all of the rules, regulations and policies established by the County, State and/or federal governments regarding payment and reimbursement of services, and in accordance with the terms of this Contract.

(2) County Payments: After Director's review and approval of the billing (i.e., claim or invoice), County shall provisionally pay Contractor in accordance with the following:

(a) County shall make good faith efforts to make payments for services billed through the County's claims processing information system as soon as possible after submission and approval, subject to the limitations and conditions specified in this Contract, but within 60 calendar days after submission and approval. County shall make available a schedule of anticipated payment dates for claims submitted by Contractor into the County's claims processing information system on or prior to July 1 of each year.

(b) Payments for services or Direct Charges billed through invoices shall be paid within 60 calendar days after receipt of a complete and

accurate invoice, subject to the limitations and conditions specified in this Contract.

(c) Payments for MAA will be made on a quarterly basis and will be based upon actual State approval and State payment to the County of MAA claims. Only Contractors who have been approved by the State to participate in and to claim reimbursement for MAA and who have MAA authorized as a Unique Funded Program in their Contract are permitted to claim MAA.

H. BILLING AND PAYMENT LIMITATIONS

(1) Provisional Payments: County payments to Contractor for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future County, State and/or federal adjustments. County adjustments to provisional payments to Contractor will be based upon the local match funds amount specified in the Financial Summary, County's claims processing information system data, MAA data base information, State adjudication of Medi-Cal claims files, contractual limitations of this Contract, annual cost report, application of various County, State and/or federal reimbursement limitations, application of any County, State and/or federal policies, procedures and regulations, and/or County, State or federal audits, all of which take precedence over monthly claim reimbursements provided by County. County and Contractor acknowledge that the references in this Paragraph H (BILLING AND PAYMENT LIMITATIONS) represent examples only and are not intended, nor shall be construed, to represent all of the circumstances or conditions that may result in adjustments to provisional payments.

(2) Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Paragraph H (BILLING AND PAYMENT LIMITATIONS), reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. Contractor shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

(a) Reimbursement of certain Direct Charges, such as but not limited to capital improvement, are contingent upon the delivery of appropriate and associated services. If the County reasonably determines from a review of Contractor's service and billing records that the Contractor failed to deliver required services associated with such Direct Charge(s), County shall have the right to adjust and/or recover provisional payment(s) associated with such Direct Charge(s). The recovery from Contractor shall be made through cash payment made by Contractor to County and/or County offsets to County payment(s) of Contractor's approved claim(s) in accordance with the terms of

Paragraph T (PAYMENTS BY CONTRACTOR TO COUNTY) and Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS).

(3) Adjustment of Claims Based on Other Data and Information: The County shall have the right to adjust claims based upon data and information that may include, but is not limited to, County's claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, 835 data, and Contractor's annual Cost Report, all of which shall supersede and take precedence over the claimed amount submitted by Contractor.

(4) Adjustment of Claims for Contract Compliance: Director, in his/her sole discretion and at any time and without prior written notice to Contractor, may take any necessary actions required to ensure that Contractor shall not be paid a sum in excess of the amount due to the Contractor under the terms and conditions of this Contract. Such actions may include, but are not limited to, reimbursing claims submitted through the claims processing information system at an amount less than that amount that would be calculated using Contractor's provisional rates, denying claims for payment; holding claims for Medi-Cal services from being forwarded for adjudication by the State; withholding payment of certain claims; and/or demanding repayment from Contractor.

(a) Concurrent with any such action, Director shall provide Contractor with written notice of the County's decision to take such action(s), including the reason(s) for the action. Thereafter, Contractor may, within ten (10) calendar days of Contractor's receipt of the notification, request reconsideration of the County's decision. Contractor may request in writing, and shall receive if requested, County's computations for making a determination that such action was necessary, including any amount(s) held, denied or reduced.

(b) Upon receiving a request for reconsideration from Contractor, County shall, within 15 calendar days, schedule a meeting with Contractor to consider Contractor's request to reconsider its action. At said meeting, Contractor may present to the County information or documentation relevant to the circumstances that led the County to take such actions and may propose alternative actions.

(c) Within 15 calendar days of said meeting, County shall, in writing, notify Contractor, of its final decision which may include County's request to Contractor to void said claims in the County's claim processing information system. The decision of the Director will be final.

Should the County grant reconsideration, such reconsideration will only be applicable to claims paid and processed to the appropriate funding sources after the date that said reconsideration is granted.

(5) County Withhold of Payment for Contractor Lapse in Providing Service Data: If Contractor fails to submit service data as required by County, then the County may, in its discretion, withhold all or a portion of its payment until County is in receipt of complete and correct service data and such service data has been reviewed and approved by Director.

(a) Prior to withholding payment, Director shall provide Contractor with at least 30 calendar days written notice of the County's decision to withhold payment, including the reason(s) for the intended action and the identification of the incomplete or incorrect service data. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the County's decision.

(b) Upon receiving a request for reconsideration from Contractor, County shall, within 15 calendar days, schedule a meeting with Contractor to consider Contractor's request to reconsider its action. At said meeting, Contractor may present to the County information or documentation relevant to the circumstances that led the County to take such actions and may propose a date for submitting the complete and correct data.

(c) Within 15 calendar days of said meeting, County shall, in writing, notify Contractor, of its final decision. The decision of the Director will be final.

(d) Upon receipt from the Contractor of revised service data, Director shall review such revised service data within 60 calendar days of receipt. Upon determination that such submitted service data is complete and correct, County shall release withheld payments within 30 days of such determination.

(6) County Denial of Payments for Lack of Documentation: Director may deny payment for services when documentation of clinical work does not meet minimum federal, State, and County written standards.

(a) Prior to denying payment, Director shall provide Contractor with at least 30 calendar days' written notice of the County's decision to deny payment, including the reason(s) for the intended actions. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the County's decision.

(b) Upon receiving a request for reconsideration from Contractor, County shall, within 15 calendar days, schedule a meeting with Contractor to consider Contractor's request to reconsider its action. At said meeting, Contractor may present to the County information or documentation relevant to the circumstances that led the County to take such actions and may propose alternative actions.

(c) Within 15 calendar days of said meeting, County shall, in writing, notify Contractor of its final decision. The decision of the Director will be final.

(7) County Suspension of Payment for Default: Director may suspend payments to Contractor, for good cause, if the Director determines that Contractor is in default under any of the provisions of this Contract.

(a) In cases of alleged fraud or similar intentional wrongdoing relating to any provision of this Contract Director may immediately suspend payments to Contractor without prior written notice. Thereafter, Contractor may, within 15 calendar days of the date of written notice from County, request reconsideration of Director's decision to suspend payment.

(b) For all other reasons of default or a reasonable good faith determination of impending insolvency, Director shall provide Contractor with at least 30 calendar days' prior written notice of such suspension that includes the reason(s) for such suspension. Thereafter, Contractor may, within 15 calendar days of the date of written notice from County, request reconsideration of Director's decision to suspend payment. Suspension of payment to Contractor shall not take effect pending the results of such reconsideration process.

(c) Upon receiving a request for reconsideration of suspension from Contractor, County shall, within 15 calendar days, schedule a meeting with Contractor to consider Contractor's request. At said meeting, Contractor may present to the County information or documentation relevant to the circumstances that led the County to take such actions and may propose alternative actions.

(d) Within 15 calendar days of said meeting, County shall notify Contractor of its final decision in writing. The decision of the Director will be final.

(8) No Payment for Services Rendered Following Expiration/Termination of Contract: Contractor shall have no claim against County for payment of any money, or reimbursement of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract or any part thereof. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

(9) Contractor agrees to hold harmless both the State and beneficiary in the event County cannot or will not pay for services performed by Contractor pursuant to this Contract.

I. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

(1) This Contract shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Contract, including, but not limited to, those contained in State's Budget Act.

(2) This Contract shall also be subject to any additional restrictions, limitations, or conditions imposed by the federal government which may in any way affect the provisions or funding of this Contract.

(3) In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such action. Except as set forth above in Subparagraph (3) of this Paragraph I (LIMITATIONS OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS) and Subparagraph (5) of Paragraph J (CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS), the Contractor shall continue to provide all of the services set forth in this Contract.

(4) Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during this or any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Contract in County's Budget for each such fiscal year. In the event funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor of any such non-appropriation of funds at the earliest possible date.

(5) Notwithstanding any other provision of this Contract, for the purposes of any special grants such as Substance Abuse and Mental Health Services Administration (SAMHSA) and discretionary funds received from the Board of Supervisors, any unspent amounts of such grants and/or discretionary funds, if so authorized by the grantor or the Board of Supervisors, may be rolled over from one fiscal year to the next by decreasing the Funded Program Amount and MCA for the fiscal year in which the funds were unspent and increasing

the Funded Program Amount and MCA by the same amount in the following fiscal year. Such roll over of funds shall not, in any event, allow Contractor to receive reimbursement for services/activities paid by these grants and/or discretionary funds in excess of the total allotment of such grants and discretionary funds over the period covered by such grants and discretionary funds. Any such change in the MCA due to such roll over of funds shall be effected by a duly executed amendment to this Contract.

J. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS

(1) Funds under this Contract are provided for the delivery of mental health services to eligible beneficiaries under each of the Funded Programs identified in the Financial Summary. Each Funded Program has been established in accordance with the requirements and restrictions imposed by each respective County, State and/or federal payer source contributing to the Funded Program.

(2) Contractor may not redirect funds from one Funded Program to another Funded Program, except through a duly executed amendment to this Contract as outlined in DMH Policy, *Shifting Guidelines for the Legal Entity Contract.*

(3) Contractor may not charge services delivered to an eligible beneficiary under one Funded Program to another Funded Program unless the recipient is also an eligible beneficiary under the second Funded Program. When a recipient of services is an eligible beneficiary under more than one Funded Program, Contractor shall charge the services to the Funded Program under which the County shall receive maximum reimbursement from non-County sources, provided that Contractor has available funds under the appropriate Funded Program.

(4) Contractor also shall not charge services delivered to an eligible beneficiary for Medi-Cal to the Non-Medi-Cal Funded Program Amount except in such cases when a client's eligibility for benefits is being established or determined, or when the client is eligible for Medi-Cal minor consent, or when DMH has given advance approval to use the Non-Medi-Cal Funded Program Amount. Upon confirming that said client is approved for Medi-Cal benefits, or in such case that the County may determine that a service paid originally through the Non-Medi-Cal Funded Program Amount was to a client approved for Medi-Cal, Contractor shall void the original claims for services provided on or after the effective date that Medi-Cal services became eligible for reimbursement, and replace/resubmit such claims for Medi-Cal under the correct Funded Program.

(5) Contractor shall be responsible for delivering services to clients to the extent that funding is provided by the County. Where Contractor determines that services to clients can no longer be delivered, Contractor shall provide 30

calendar days prior written notice to County. Contractor shall thereafter refer clients to County or to another appropriate Contractor.

(a) Contractor shall not be required to provide the notice required under Subparagraph (5) of this Paragraph J (CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS) if the County reduces funding to the Contractor under Paragraph I (LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS) whether such reductions occur at the beginning or during a fiscal year. In addition, if County reduces or eliminates funding for a specific Funded Program, or portion thereof, Contractor shall not be responsible for continuing services for those clients served by the Funded Program, or portion thereof.

K. CONTRACTOR'S RESPONSIBILITY TO ENSURE QUALITY OF SERVICES AND TO MONITOR SERVICE PLAN AND COUNTY'S RIGHT TO RE-ALLOCATE FUNDS

(1) County and Contractor may by written amendment reduce programs or services and revise the applicable MCA and/or Funded Program Amount. The Director shall provide 15 business days prior written notice of such funding changes to Contractor, including any changes in the amount of services to be received by County. Any such change in any applicable MCA and/or Funded Program Amount shall be effected by a formal amendment or administrative amendment by Director to this Contract.

(2) Contractor shall be responsible for delivering and monitoring services so that Contractor can provide continued and uninterrupted provision of quality eligible services to eligible beneficiaries as specified in this Contract, to the extent funding is provided by County. Notwithstanding Subparagraph (1) of this Paragraph K (CONTRACTOR'S RESPONSIBILITY TO ENSURE QUALITY OF SERVICES AND TO MONITOR SERVICE PLAN AND COUNTY'S RIGHT TO RE-ALLOCATE FUNDS), if the County reasonably determines the Contractor will not meet expectations listed in Subparagraph (3), County may notify Contractor to discuss and determine whether a corrective action plan (CAP) will be required.

(3) Without limiting Contractor's obligations under this Contract, Contractor shall meet the following expectations:

(a) Contractor will meet performance and/or outcome expectations that are specified in the approved Negotiation Package; and

(b) Contractor will meet performance and/or outcome expectations that are specified in the Contract and/or any Service Exhibit, that may be developed with contractors' input and are specified in program Service Exhibits, and/or are set forth in Department guidelines, directives, and/or practice parameters.

(4) If a CAP is issued and Contractor fails to comply with such CAP, County may implement options listed in subsections (a), (b), and/or (c) to safeguard County's mission to ensure access to quality services for all client populations and to ensure the types of services and supports necessary to assist clients in achieving hope, wellness, and recovery:

(a) Restrict Contractor from expending any more funds allocated for the program(s) at issue and the County's intent to reallocate funds to another program budget category for the same period within this Contract, and/or reallocate such funds for the efficient use of such funds.

(b) Decrease the amount of funds allocated in subsequent fiscal years for the program(s) at issue and reallocate such funds for the efficient use of such funds;

(c) Terminate specific programs within the Contractor's Contract and/or the Contractor's Contract in its entirety for failure to meet performance and/or outcome expectations as specified in program service exhibits and/or Department guidelines, directives, and practice parameters.

Prior to implementing options (a), (b), and/or (c) of Subparagraph (4), County shall provide 15 business days prior written notification to Contractor of County's intent to implement one or more such options. Such notification shall include an explanation of how the County reached the conclusion that Contractor is not meeting the expectations listed in Subparagraph (3); copies of relevant data, such as but not limited to County information system reports used by County in making this decision; the nature and amount of proposed funding changes; and, any proposed changes in the amount of services to be provided by Contractor.

(5) In the event Contractor believes that an adjustment under Subparagraph (4) of this Paragraph K (CONTRACTOR'S RESPONSIBILITY TO ENSURE QUALITY OF SERVICES AND TO MONITOR SERVICE PLAN AND COUNTY'S RIGHT TO RE-ALLOCATE FUNDS) is unjustified, Contractor may, within the 15 business days of the date on the County's notice, notify the Director in writing and request a meeting with County to review its documentation. Any such meeting shall be held within 30 calendar days of the initial written notification. If Contractor fails to meet with County in this period of time, and County has provided an opportunity to meet within that time period, Contractor is deemed to have waived its opportunity to meet with County and accepts County recommended changes to its MCA; Funded Program Amount; and/or program/service delivery up to and including termination of specific programs and/or the entire Contract.

If, after any such meeting, it is still determined that an adjustment under this Subparagraph (4) of Paragraph K (CONTRACTOR'S RESPONSIBILITY TO

ENSURE QUALITY OF SERVICES AND TO MONITOR SERVICE PLAN AND COUNTY'S RIGHT TO RE-ALLOCATE FUNDS) is justified, the County shall take the appropriate action, as provided above. Director shall provide final prior written notice to Contractor of such action(s), including any changes in the amount of services to be received by County, and the determination of the Director will be final. Any such change in Contractor's Contract, including termination of programs with the Contract and/or the entire Contract shall be effected by an administrative amendment to this Contract issued by Director. Changes that are based on one-time circumstances will be applicable to the current contract year only and shall not result in reductions (or increases) of MCA and/or Funded Program Amount in subsequent years, while changes that are based on clearly documented ongoing historical trends may result in ongoing reductions (or increases) of MCA and/or Funded Program Amount in subsequent years.

The determination by the Director shall be effective upon the receipt of such final prior written notice by Contractor and the changes to funding and services shall be incorporated into this Contract as of the date of receipt. Contractor understands and agrees that its MCA and/or Funded Program Amount may be reduced as a result of the adjustments authorized by this provision, and further acknowledges that County has relied upon this flexibility in establishing the MCA and/or Funded Program Amount for this Contract. By executing this Contract, Contractor specifically consents to the prospective adjustments set forth in this provision up to and including termination of programs and/or the Contract.

L. LIMITATION ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES, MEDI-CAL ADMINISTRATIVE ACTIVITIES AND/OR TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE PROGRAM

(1) If, under this Contract, Contractor has Funded Programs that include Title XIX Short-Doyle/Medi-Cal services, Medi-Cal Administrative Activities, and/or Title XXI MCHIP services, Contractor shall certify annually, no later than July 10th of each year, in writing that all necessary documentation will exist at the time any claims for Title XIX Short-Doyle/Medi-Cal services and/or Medi-Cal Administrative Activities, and/or Title XXI MCHIP are submitted by Contractor to County.

Contractor shall be solely liable and responsible for all service data and information submitted by Contractor.

(2) Contractor acknowledges and agrees that the County, in undertaking the processing of claims and payment for services rendered under this Contract for these Funded Programs, does so as the Mental Health Plan for the State and federal governments.

(3) Contractor shall submit to County all Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI MCHIP claims or other State required claims data within the time frame(s) prescribed by this Contract to allow the County to meet the timeframes prescribed by the State and federal governments. County shall have no liability for Contractor's failure to comply with the time frames established under this Contract and State and federal time frames, except to the extent that such failure was through no fault of Contractor.

(4) County, as the Mental Health Plan, shall submit to the State in a timely manner claims for Title XIX Short-Doyle/Medi-Cal services and/or Medi-Cal Administrative Activities, and/or Title XXI MCHIP services only for those services/activities identified and entered into the County's claims processing information system and/or into the Medi-Cal Administrative Activities data base system, as appropriate, which are compliant with State and federal requirements. County shall make available to Contractor any subsequent State approvals or denials of such claims within 30 days of receipt thereof.

(5) Contractor acknowledges and agrees that County's final payment for services and activities claimed by Contractor for Title XIX Short-Doyle/Medi-Cal services and/or Medi-Cal Administrative Activities, and/or Title XXI MCHIP services is contingent upon reimbursement from the State and federal governments and that County's provisional payment for said services does not render County in any way responsible for payment of, or liable for, Contractor's claims for payment for these services.

(6) Contractor's ability to retain payment for such services and/or activities is entirely dependent upon Contractor's compliance with all laws and regulations related to same.

(7) Notwithstanding any other provision of this Contract, Contractor shall hold County harmless from and against any loss to Contractor resulting from the denial or disallowance of claims for or any audit disallowances related to said services by the County, State or federal governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the County.

(8) Contractor shall repay to County the amount paid by County to Contractor for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI MCHIP services/activities which are subsequently denied or disallowed by the County, State, and/or federal governments. In no event shall County be liable or responsible to Contractor for any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI MCHIP services/activities that are subsequently denied or disallowed by County, State, and/or federal governments unless the denial or disallowance was due to the fault of the County.

(9) The total County payment for Title XIX Short-Doyle/Medi-Cal services and/or Title XXI MCHIP services and/or MAA under federal requirements consists of federal and local match, and such local match may consist of County and/or State funds. Contractor acknowledges that if such services are subsequently denied, voided, and/or disallowed, County shall make a full recovery of such payments, including State and local match amounts.

(10) Notwithstanding any other provision of this Contract, Contractor agrees that the County may offset future payments to the Contractor and/or demand repayment from Contractor when amounts are owed to the County pursuant to above Subparagraphs (7) and (8) of this Paragraph L (LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES, MEDI-CAL ADMINISTRATIVE ACTIVITIES AND/OR TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE PROGRAM). Such demand for repayment and Contractor's repayment shall be in accordance with Paragraph T (PAYMENTS BY CONTRACTOR TO COUNTY), except for denials reflected on the State's 835 files, which will be offset immediately from the County's next payment to Contractor.

(11) Contractor shall comply with all written instructions provided to Contractor by Director, State or other applicable payer source regarding claiming and documentation.

(12) Nothing in this Paragraph L (LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES, MEDI-CAL ADMINISTRATIVE ACTIVITIES AND/OR TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE PROGRAM) shall be construed to limit Contractor's rights to appeal State and federal settlement and/or audit findings in accordance with the applicable State and federal regulations.

M. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST

(1) Contractor shall comply with all County, State, and federal requirements and procedures relating to:

(a) The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with State guidelines and Welfare and Institutions Code Sections 5709 and 5710.

(b) The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for

patients/clients receiving services hereunder. Contractor shall pursue and report collection of all patient/client and other revenue.

(c) Contractor shall not charge the client's financial responsibility for a service to the Non-Medi-Cal Funded Program Amount.

(2) All fees paid by patients/clients receiving services under this Contract and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by Contractor only for the delivery of mental health services/activities specified in this Contract.

(3) Contractor may retain unanticipated revenue, which is not shown in Contractor's Negotiation Package for this Contract, for a maximum period of one (1) fiscal year, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Contract. Contractor shall report the expenditures for the mental health services/activities funded by this unanticipated revenue in the Annual Cost Report submitted by Contractor to County.

(4) Contractor shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

(5) Contractor may retain any interest and/or return which may be received, earned or collected from any funds paid by County to Contractor, provided that Contractor shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Contract.

(6) Failure of Contractor to report in all its claims and in its Annual Cost Report all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, all unanticipated revenue not shown in Contractor's Negotiation Package for this Contract, and all interest and return on funds paid by County to Contractor, shall result in:

(a) Contractor's submission of a revised claim statement showing all such non-reported revenue.

(b) A report by County to SDHCS of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries.

(c) Any appropriate financial adjustment to Contractor's reimbursement.

N. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED

(1) The CFA, if approved by County, is an advance of funds to be repaid by Contractor through direct payment of cash and/or through the provision of appropriate services/activities under this Contract during the applicable period.

(2) For each month of each period of this Contract, County will reimburse Contractor based upon Contractor's submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes. However, for each month of the first two (2) months, of the Initial Term, the First Automatic Renewal Period, or the Second Automatic Renewal Period, Contractor may request in writing from County a monthly County General Fund CFA as herein described.

(3) CFA disbursement(s), if any, shall be part of the total maximum reimbursement, which is limited to the MCA as specified in Paragraph B (LIMITATIONS ON MAXIMUM REIMBURSEMENT).

(4) CFA is intended to provide cash flow to Contractor pending Contractor's rendering and billing of eligible services/activities, as identified in DMH Legal Entity Contract Paragraph 3 (WORK) subsection 3.3 (DESCRIPTION OF SERVICES/ACTIVITIES), and County payment thereof. Contractor may request each monthly CFA only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

(5) Notwithstanding any other provision to the contrary, funding for Wraparound Case Rate (i.e., Specialized Foster Care Wraparound Invoice Funded Program) shall not be included when computing monthly CFA amount(s).

(6) Cash Flow Advance Request Letter: For each month for which Contractor is eligible to request and receive a CFA, Contractor must submit to the County a letter requesting a CFA and the amount of CFA Contractor is requesting.

(a) In order to be eligible to receive a CFA, the letter requesting a CFA must be received by County on or before the 15th of that month (i.e., for the month of July 2018, the request must be received by July 15, 2018).

i. If the letter requesting CFA is received by the County from the Contractor after the 15th of the month, Contractor will not be eligible to receive a CFA for that month.

(b) The signed letter requesting a CFA must be sent via mail, fax or email (PDF file) to the Department of Mental Health Financial Services

Bureau – Accounting Division, Provider Reimbursement Section (PRS).

i. PRS staff will determine whether Contractor is eligible to have its request considered based on the date the request letter is received by PRS and not the date on the request letter.

(c) Upon receipt of a request, Director, in his/her sole discretion, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.

i. If a CFA is not approved, Director will notify Contractor within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the decision.

(7) Reduction of Cash Flow Advance Amount by Actual Adjudicated Claims: The CFA amount available to Contractor for any particular month will be reduced by County payments of claims received from Contractor. The County's claims payment process is initiated immediately upon County receipt from Contractor of a reimbursement claim.

(8) Business Rules for the Determination of the Maximum Amount of the Cash Flow Advance Request:

(a) For each of the first two (2) months of each period that this Contract is in effect, Contractor may request in writing from County a monthly County General Fund CFA for any funds which may be part of the MCA for such period as identified in the Financial Summary. Contractor shall specify in its request the amount of the monthly CFA it is requesting, not to exceed $280,107 for the first month and $280,107 for the second month, if applicable. In no event shall the monthly CFA requested by Contractor exceed 1/12th of MCA as identified on the Financial Summary as of the specified month the CFA is requested.

(b) In case the Contract is amended to increase or reduce the Maximum Contract Amount during the first two (2) months during which the Contractor may request and receive CFA, the CFA amount shall be recalculated for the remaining month(s) based on the effective date of the amendment. For the month in which the amendment is executed, the revised CFA amount shall be based on the effective date of the amendment, and if such effective date falls between the 1st and the 15th of the month, the revised CFA amount will be adjusted based on the total amount of the change in the MCA; and if the effective date falls between the 16th and the end of the month, the revised CFA amount will be calculated based on one half (1/2) of the total change in the MCA.

(c) The Contractor may request in writing from County, consistent with above Subparagraph (8) (a) of this Paragraph N (CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED), for additional monthly CFA to accommodate extraordinary circumstances that are beyond Contractor's control, including but not limited to, Contractor's inability to submit claims to the County as described in Subparagraph (3) of Paragraph F (BILLING PROCEDURES) or due to procedural matters associated with transitioning Contractor to County's new claims processing information system, County's inability to process claims due to extended disruption in the County's claims processing information system, or any other circumstance determined by the Director, in his/her sole discretion, to constitute an extraordinary circumstance beyond Contractor's control. The County in its sole discretion shall review Contractor's request, including but not limited to, the amount of CFA requested and the amount of CFA requested in relation to the number of months remaining in the fiscal year, and shall respond accordingly within 15 business days from the receipt of such request.

i. Additional monthly CFA is subject to approval by the Director, County Auditor-Controller, County Counsel and County Chief Executive Office.

(9) Recovery of Cash Flow Advances: If Contractor has received any CFA pursuant to this Paragraph N (CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED), then recovery from Contractor's monthly claims shall be made through cash payment made by Contractor to County and/or County offsets to County payment(s) of Contractor's approved claim(s) as follows:

(a) Generally, when Contractor rendering services at a level that would indicate it will utilize all or a substantial portion of its MCA, County initiates recovery of the CFA balance, if any, for a particular fiscal year in July following the close of such fiscal year or at such time as payments to Contractor, including the CFA, reach the MCA. Such recovery is initiated through the Contractor's rendering and submitting of appropriate services and activities into the County's claims processing information system and/or the submission of invoices for direct charges. The determination to begin recovery of CFA balance in July of the following fiscal year, or at such time as payments to Contractor, including the CFA, reach the MCA, is based on the presumption that when a contractor is meeting its contractual levels, then the Contractor will have rendered sufficient services/activities and entered such services/activities into the County's claims processing information system by September 30th following the end of the fiscal year. September 30th is the date by which all or a substantial portion of

the Contractor's prior fiscal year's claims should have been received from Contractor and processed by County.

(b) If at any time during the fiscal year, County determines that Contractor is not rendering services at a level that would utilize all of its MCA, County may initiate recovery of the CFA as specified above in Subparagraph (9) (a) of this Paragraph N (CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED) prior to July 1. If County intends to initiate recovery of the CFA prior to July 1, County will give Contractor 30 calendar days prior written notice, including the reason(s) for the intended actions, to ensure Contractor renders and submits sufficient services/activities to have repaid all, or a substantial portion of the CFA, by September 30 following the fiscal year close. Contractor may, within 15 calendar days of the receipt of County's written notice, request reconsideration of the County's decision.

(c) Should a Contractor have any remaining CFA balance for a particular fiscal year at such time as the State SD/MC Cost Report is complete, County will perform an analysis to determine the amount of unearned CFA balance based on the SD/MC Cost Report and Contractor repayment of the unearned CFA balance shall be conducted as specified in Paragraph T (PAYMENTS BY CONTRACTOR TO COUNTY) unless otherwise agreed to by County.

(10) When Contractor's CFA balance is zero (0) in any fiscal year of the term of this Contract, any County and/or State and/or federal government(s) approved Contractor reimbursement claims for eligible services/activities will be disbursed in accordance with the terms and conditions of this Contract.

(11) Should Contractor request and receive CFA, Contractor shall exercise cash management of such CFA in a prudent manner.

O. ANNUAL COST REPORTS

(1) For each fiscal year or portion thereof that this Contract is in effect, Contractor shall provide County with two (2) copies of an accurate and complete Annual Cost Report, along with a statement of expenses and revenue, and a Cost Report Certification. The statement of expenses and revenue and Cost Report Certification must be signed by a Contractor's executive official or designee, by the due date specified in Subparagraph (4) of this Paragraph O (ANNUAL COST REPORTS).

(2) An accurate and complete Annual Cost Report shall be defined as a cost report which is completed to the best of the ability of Contractor on such forms or in such formats as specified by the County and consistent with such instructions as the County may issue and is based on the best available data.

(3) The Annual Cost Report will be comprised of a separate set of forms for the County and State based on the Financial Summary applicable to the fiscal year.

(4) The Annual Cost Report will be due on September 15th for the fiscal year ending on the previous June 30th or seventy-five (75) calendar days following the expiration or termination date of this Contract, whichever occurs earlier. Should the due date fall on a weekend, such report will be due on the following business day.

(a) Failure by Contractor to submit an Annual Cost Report within 30 calendar days after the due date specified in above Subparagraph (4) of this Paragraph O (ANNUAL COST REPORTS) shall constitute a breach of this Contract.

i. In addition to, and without limiting, any other remedy available to the County for such breach, County may undertake any or all of the following to remedy such breach:

(A) In such instance that Contractor does not submit an Annual Cost Report(s) by such 30 calendar days after the applicable due date specified in Subparagraph (4) of this Paragraph O (ANNUAL COST REPORTS), then all amounts covered by the outstanding Annual Cost Report(s) and paid by County to Contractor for the fiscal year for which the Annual Cost Report(s) is (are) outstanding shall be due by Contractor to County. Contractor shall pay County according to the method described in Paragraph T (PAYMENTS BY CONTRACTOR TO COUNTY). Such payments shall be submitted to the persons and at the address identified in Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS).

(B) If this Contract is automatically renewed as provided in DMH Legal Entity Contract Paragraph 4 (TERM), then County may opt to suspend payments to Contractor under this Contract until the Annual Cost Report(s) is (are) submitted. County shall give Contractor at least 15 business days written notice of its intention to suspend payments hereunder, including the reason(s) for its intended action. Thereafter, Contractor shall have 15 business days either to correct the deficiency, or to request reconsideration of the decision to suspend payments. Payments to Contractor shall not be suspended during said 15 business days provided to

correct the deficiency or, if reconsideration is requested, pending the results of the reconsideration process.

(b) Failure by the Contractor to submit an Annual Cost Report(s) by the due date specified in Subparagraph (4) of this Paragraph O (ANNUAL COST REPORTS) will result in damages being sustained by the County. County and Contractor agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to submit its Annual Cost Report(s) to the County under this Paragraph O (ANNUAL COST REPORTS). The County and Contractor hereby agree that a reasonable estimate of said damages is $100 per day for each day that the Contractor fails to submit to the County by the due date.

i. Liquidated damages shall be assessed separately on each outstanding Annual Cost Report.

ii. Liquidated damages shall be assessed commencing on September 16th or on the seventy-sixth (76th) day following the expiration or earlier termination of this Contract and shall continue until the outstanding Annual Cost Report(s) is/are received.

iii. Upon written request from the County, Contractor shall, within 30 calendar days, submit to the County payment for said damages. Said Payment shall be submitted to the persons and at the address identified in Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS).

iv. Contractor may ask that liquidated damages not be assessed by sending a written request for an extension to submit the Annual Cost Report to the Director no later than 30 calendar days prior to the due date specified in this Subparagraph (4) of this Paragraph O (ANNUAL COST REPORTS). The decision to grant an extension without assessing liquidated damages in accordance with Subparagraph (4) (b) of this Paragraph O (ANNUAL COST REPORTS) shall be at the sole discretion of the Director.

(5) Each Annual Cost Report shall be prepared by Contractor in accordance with the Centers for Medicare and Medicaid Services' Publications #15-1 and #15-2; "The Provider Reimbursement Manual Parts 1 and 2;" the State's Cost and Financial Reporting System (CFRS) Instruction Manual; and any other written guidelines that shall be provided to Contractor at the Cost Report training, to be conducted by County on or before June 30th of the fiscal year for which the Annual Cost Report is to be prepared.

(a) Attendance by Contractor at the County's Cost Report Training is mandatory.

(b) Failure by the Contractor to attend the Cost Report Training shall be considered a breach of this Contract that will result in damages being sustained by the County. County and Contractor agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to attend the Cost Report Training. The County and Contractor hereby agree that a reasonable estimate of said damages is $100 per occurrence. Therefore, County may, in its sole discretion, assess liquidated damages in the amount of $100 for Contractor's non-attendance at the Cost Report Training. Said Payment shall be submitted to the persons and at the address identified in Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS).

(6) Upon written notification from the Director that its Annual Cost Report contains errors or inaccuracies, Contractor shall, within 30 calendar days, correct such errors and inaccuracies and resubmit its Annual Cost Report.

(a) If Contractor fails to correct inaccuracies in Annual Cost Report within 30 calendar days after receipt of written notification from the Director and said inaccuracies result in the loss of reimbursement to the County for claimable amounts that were paid to Contractor, Contractor must return back to the County the amount of lost reimbursement that the County could have claimed if the inaccuracy was corrected by Contractor.

(7) Contractor shall be solely responsible for any loss incurred by County due to Contractor's failure to comply with County and State cost report requirements.

P. OTHER REQUIREMENTS FOR CONTRACTORS PROVIDING TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES, MEDI-CAL ADMINISTRATIVE ACTIVITIES AND/OR TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE PROGRAM SERVICES

(1) Contractor shall maintain records documenting all Title XIX Short-Doyle/Medi-Cal services and/or Medi-Cal Administrative Activities, and/or Title XXI MCHIP services for a period of ten (10) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits or appeals, whichever occurs later.

(2) Contractor shall complete and certify, in accordance with State and County instructions, and provide DMH with two (2) copies of an accurate and complete Specialty Mental Health Services (SMHS) Reconciliation Report, also referred to as Title XIX Short-Doyle/Medi-Cal Reconciliation Report, at

the legal entity level by the due date set by the State for the applicable fiscal year.

(a) Should Contractor fail to provide County with the SMHS Reconciliation Report by the due date, then Director, in his/her sole discretion, shall determine which State approved Short-Doyle/Medi-Cal services shall be used by County for completion of the SMHS Reconciliation Report.

(b) Contractor shall hold County harmless from and against any loss to Contractor resulting from the Contractor's failure to provide County with the SMHS Reconciliation Report and County's subsequent determination of which State-approved Short Doyle/Medi-Cal services to use for completion of the SMHS Reconciliation Report for the Contractor.

Q. INTERIM SETTLEMENT

Subsequent to the County's filing of the Annual Cost Report on behalf of the Contractor, County shall settle with Contractor on an interim basis only if sufficient funds are available. Interim Settlement is County's settlement process based on the Contractor's submitted Annual Cost Report. It will equal the difference between the Contractor's eligible costs for reimbursement under the Contract and the total year-to-date payments Contractor has already received, including any Cash Flow Advances. This Interim Settlement amount is provisional and may be subject to adjustment based on the Annual Cost Report Reconciliation and Settlement, and SD/MD Audit and Post-Audit Settlement outcomes.

(1) PAYMENTS: The Interim Settlement process may result in either County owing Contractor or Contractor owing County payments. The payment is determined by the Interim Settlement process, whereby the County will calculate the difference between the Contractor's eligible costs for reimbursement under the Contract and as submitted per the Annual Cost Report, and the total year-to-date payments Contractor has already received, including any Cash Flow Advances.

(2) PAYMENT BY COUNTY TO CONTRACTOR:

(a) Payment Amount: In addition to the amounts paid to Contractor for services, including services to Medi-Cal beneficiaries and/or MCHIP enrollees, under the Contract, County will calculate an interim settlement payment owed to Contractor and provide Contractor with written notification of the amount owed to Contractor.

(b) Funding: The payment amount may be composed of County, federal, and/or State funds. County will use the funds owed to Contractor to reduce any other amounts owed to County.

(c) Timing of Payment: If no other funds are owed to County, County will pay Contractor within 30 days of notification of interim settlement amounts.

(3) Contractor may, by a written notice to the County within 30 days of execution of this amendment, ask to review the County's Interim Settlement results.

(a) County will review the County Interim Settlement results with Contractor within 30 days of receipt of request.

(b) County will follow up with a written response within 30 days following review of the results, if needed."

R. SPECIALTY MENTAL HEALTH SERVICES RECONCILIATION AND SETTLEMENT

(1) Based on the Annual Cost Report(s) submitted pursuant to Paragraph O (ANNUAL COST REPORTS) and the most updated State Medi-Cal approvals and County claims information, at the end of each fiscal year or portion thereof that this Contract is in effect, the State and County will perform an SMHS Reconciliation and Settlement.

(a) Upon initiation and instruction by the State, County will begin the SMHS Reconciliation process with Contractors.

(b) County will perform settlement upon receipt of State Reconciliation Settlement to the County.

(2) Such reconciliation and settlement will be subject to the terms and conditions of this Contract and any other applicable State and/or federal statutes, regulations, policies, procedures and/or other requirements pertaining to cost reporting and settlements for Title XIX Short-Doyle/Medi-Cal and Medi-Cal Administrative Activities, and Title XXI MCHIP, and other applicable federal and/or State programs.

(3) SMHS Reconciliation Settlement shall be subject to the limitations contained in the Financial Summary. Such limitations include, but are not limited to:

(a) Available Match funds as indicated in Column D of the Financial Summary;

(b) Actual submitted and approved claims to those third-parties providing funds in support of specific Funded Programs;

(c) Funded Program Amounts;

(4) County shall issue its SMHS Reconciliation Settlement results no later than 180 calendar days after the receipt by County from the State of the State's Cost Report Settlement package and payment for a particular fiscal year.

(a) As part of its SMHS Reconciliation Settlement, County shall identify any amounts due to Contractor by the County or due from the Contractor to the County.

(b) Upon issuance of the County's SMHS Reconciliation Settlement results, Contractor may, within 30 calendar days, submit a written request to the County for review of the SMHS Reconciliation Settlement results.

i. Upon receipt by County of the Contractor's written request, the County shall, within 30 calendar days, meet with the Contractor to review the SMHS Reconciliation Settlement results and to consider any documentation or information presented by the Contractor. Contractor may waive such meeting and elect to proceed based on written submission at its sole discretion.

ii. Within 30 calendar days of the meeting specified above in Subparagraph (4) (i) of this Paragraph R (SPECIALTY MENTAL HEALTH SERVICES RECONCILIATION AND SETTLEMENT), County shall issue a response to the Contractor including confirming or adjusting any amounts due to Contractor by the County or due from Contractor to the County.

(5) In the event that the SMHS Reconciliation Settlement indicates that the Contractor is due payment from the County, County shall initiate the payment process to Contractor within 30 calendar days following the expiration of the date to request a review as specified above in Subparagraph (4) (b) of this Paragraph R (SPECIALTY MENTAL HEALTH SERVICES RECONCILIATION AND SETTLEMENT) or issuance of the County response as specified above in Subparagraph (4) (b) (ii) of this Paragraph R (SPECIALTY MENTAL HEALTH SERVICES RECONCILIATION AND SETTLEMENT), whichever is later.

(6) In the event that the SMHS Reconciliation Settlement indicates that the Contractor owes payment to the County, Contractor shall make payment to the County in accordance with the terms of Paragraph T (PAYMENTS BY CONTRACTOR TO COUNTY). Said payment shall be submitted to the persons and at the address identified in Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS).

(7) Regardless of any other provision of this Paragraph Q (SPECIALTY MENTAL HEALTH SERVICES RECONCILIATION AND SETTLEMENT),

reimbursement to Contractor shall not exceed the MCA and shall not exceed the Funded Program Amount, as identified on the Financial Summary.

S. AUDITS, AUDIT APPEALS AND POST-AUDIT APPEAL SHORT-DOYLE/MEDI-CAL (SD/MC) SETTLEMENT

(1) At any time during the term of this Contract or after the expiration or termination of this Contract, in accordance with State and federal law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the County, State or federal governments may conduct an audit of Contractor regarding the services/activities provided under this Contract.

(2) Settlement of audit findings will be conducted according to the auditing party's procedures in place at the time of the audit.

(3) Post-Audit SD/MC Settlement: In the case of a State Short-Doyle/Medi-Cal (SD/MC) audit, the State and County will perform a post-audit SD/MC settlement based on State audit findings. Such settlement will take place when the State initiates its settlement action, which customarily is after the issuance of the audit report by the State and before the State's audit appeal process.

(a) County shall issue Post-Audit SD/MC Settlement to Contractor for any amount due County or due to Contractor within 90 calendar days after the State issues its audit report to the County.

(b) If the Post-Audit SD/MC Settlement determines that the amount paid by County to Contractor for any units furnished hereunder are more than the amounts allowable pursuant to this Contract, then the difference shall be due by Contractor to County. Contractor shall make payment to the County in accordance with the terms of Paragraph T (PAYMENTS BY CONTRACTOR TO COUNTY). Said payment shall be submitted to the persons and at the address identified in Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS).

(c) County shall follow all applicable federal laws, regulations manuals, guidelines and directives in recovering from Contractor any federal over-payment.

(d) In the event that Post-Audit SD/MC Settlement indicates that Contractor is due payment from County, County shall initiate the payment process to Contractor within 30 days of settlement issuance date.

(e) If the auditing party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or payable until the responsible auditing party initiates its settlement action with County.

(4) SD/MC Audit Appeals: Contractor may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.

(a) For federal audit exceptions, federal audit appeal processes shall be followed.

(b) Contractor may appeal the State audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations. Such appeals must be filed through County. County shall notify Contractor of State appeal deadlines after County's receipt of information from State.

(5) Post-Audit Appeal SD/MC Settlement:

(a) If at any time the Appeal process results in a revision to the audit findings, and the State recalculates the audit settlement of the SD/MC cost report for a particular year and settles with County, County will perform a post-audit appeal Short-Doyle/Medi-Cal re-computed settlement after the State issues its revised settlement with the County, based on the State appeal resolution.

i. If the post-audit appeal SD/MC re-computed settlement results in amounts due to Contractor by the County, County shall initiate the payment process to Contractor within 30 calendar days of issuing the post-audit appeal SD/MC re-computed settlement to Contractor.

ii. If the post-audit appeal SD/MC re-computed settlement results in amounts due from Contractor to the County, Contractor shall make payment to the County in accordance with the terms of Paragraph T (PAYMENTS BY CONTRACTOR TO COUNTY). Said payment shall be submitted to the persons and at the address identified in Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS).

(b) Notwithstanding any other provisions of this Contract, if Contractor appeals any audit report, the appeal shall not prevent the County from recovering from Contractor any amount owed by Contractor that the State has recovered from County.

(6) County Audits: Should the auditing party be the County, Contractor will have 30 calendar days from the date of the audit report within which to file an appeal with County. The letter providing the Contractor with notice of the audit findings shall indicate the persons and address to which the appeal should be directed. County shall consider all information and argument provided by Contractor with its appeal, and will issue its decision on the appeal after such consideration. Such decision is final. County will issue an invoice for any amount due County 15 calendar days after County has notified Contractor of the County's audit appeal findings. Contractor shall make payment to the County in accordance with the terms of Section T (PAYMENTS BY CONTRACTOR TO COUNTY). Said payment shall be submitted to the persons and at the address identified in Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS).

T. PAYMENTS BY CONTRACTOR TO COUNTY

(1) Payment Amount: In the event that it is determined that the Contractor owes County under this Contract as the result of the Interim Settlement, SMHS Reconciliation and Settlement, and/or SD/MC Audit and Post-Audit Settlement processes, Contractor agrees to pay County the sum owed to County upon a written notification by County. County first shall offset this amount against any other amount owed to Contractor. If there is a remaining amount owed to County, Contractor will pay County using one or more of the options provided below by notifying County within ten (10) business days of receipt of County's written notification:

(a) Paid in one cash payment by Contractor to County;
(b) Paid by cash payment(s) by Contractor to County over a period not to exceed twelve (12) months;
(c) A repayment plan for up to and not to exceed six (6) years as negotiated between County and Contractor and approved by the Director or his designee:
    i. Paid by cash payment(s) or deducted from future claims
(d) Use of in-kind services; or
(e) A combination of any or all of the above to run concurrently, but up to and not to exceed six (6) consecutive years.

(2) If Contractor does not so notify County within such ten (10) days as state in Paragraph T. PAYMENT BY CONTRACTOR TO COUNTY, (1) Payment Amount, above, or if Contractor fails to make payment of any such amount to County as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by County for recovery of such amount from Contractor.

(3) In-Kind Services: This Contract considers the repayment of settlement amounts owed from Contractor to the County through the provision of in-kind services. As such, County and Contractor agree to the following terms and

conditions:

(a) The term of the in-kind repayment may be for up to and not to exceed six (6) years from the execution of this Contract as amended.
(b) No payment of any kind will be made by County to Contractor for such in-kind services provided under this Contract.
(c) In-kind services from Contractor will be valued at the hourly rate of Contractor's staff assigned to a DMH Directly Operated facility or otherwise specified by the Director, to perform the in-kind service. The hourly rate should be the higher of whatever the County pays for a compatible service or Contractor's rate. If Contractor's hourly rate is used, it will be verified according to Contractor's payroll records. Contractor shall not inclue costs and units of service for such staff while performing in-kind services to County on its year-end cost report.
(d) County will assign a contract program monitor, or designee, to oversee the in-kind repayment of services by Contractor's staff in a DMH Directly Operated facility or as otherwise specified by the Director. County's contract program monitor, or designee, will oversee Contractor's staff.
(e) County and Contractor agree that the in-kind services to be performed under this Contract will consist of appropriate clinical services as specified by the Director or his designee within mutually agreed upon service areas. This includes the type and qualification of staff to be assigned to such Directly Operated facilities to perform the in-kind services.
(f) County's contract program monitor has the discretion to terminate the in-kind services based upon work performance issues associated with the Contractor's staff performing the in-kind services.
(g) County's contract program monitor may ask for a Corrective Action Plan which may include, but not be limited to, recommending a new repayment option for the Contractor which may include:

    i. Paid in cash by Contractor to County over a period not to exceed three (3) months;

    ii. Deducted from future claims over a period not to exceed three (3) months;

    iii. A repayment plan for up to and not to exceed six (6) years as negotiated between County and Contractor and approved by the Director of his designee:

        1) Paid in cash payment(s) or deducted from future claims.

    iv. Any combination of the above, not to exceed a total of six (6) consecutive years from the date of the original repayment plan under this Contract.

(h) County will notify Contractor of the need for a Corrective Action Plan in writing.

i. If upon receipt of such written notice, Contractor does not provide the County with a written Corrective Action Plan within ten (10) business days, then Director, in his sole discretion, shall determine which of the four (4) payment options shall be used by County for recovery of amount owed by Contractor.

(i) Contractor will report the units of service delivered under the in-kind service arrangement in a format specified by County no later than the tenth calendar day of the month following the month of service. If the tenth calendar day of the month fals on a weekend or a County recognized holiday, the report is due the following business day.

(4) Under special circumstances, Contractor may request in writing an extension of the payment period beyond the six (6) – year extension period referenced in Paragraph T (PAYMENTS BY CONTRACTOR TO COUNTY), (1) Payment Amount, (c) – extended repayment plan option
(a) Director in his sole discretion may approve Contractor's request.

(5) Administrative Fee: A monthly administrative fee may be assessed for any Contractor repayment plan beyond 12 months;
(a) The fee assessed shall be a flat monthly amount based on the amount owed to County and the term of the repayment period at the time of the request.
(b) The amount of the fee may be determined by county at the time of Director's approval of Contractor's request, and shall be paid by Contractor to County with the monthly payment until Contractor pays County in full.

(6) Contractor may make additional cash payments to County at any time.

(7) If SMHS Reconciliation and Settlement, and/or SD/MC Audit and Post-Audit Settlement processes result in money owed to Contractor by County, such amount(s) shall be offset from the balance owed to County

(8) Contractor shall ensure that no current-year County funding is used to pay prior years' liabilities and that the County offset is absorbed by revenues, donations, and/or other sources of funds.

U. FINANCIAL SOLVENCY

(1) Contractor shall maintain adequate provisions to meet the solvency/working capital criteria specified in DMH Policy, *Financial Responsibility Requirements for Existing DMH Contractors.*

V. COUNTY AND CONTRACTOR REQUESTED CHANGES

(1) If Contractor desires any change in the terms and conditions of this Contract, Contractor shall request such change in writing prior to **March** 1st of the fiscal year for which the change would be applicable, except as otherwise provided in Paragraph X (SURVIVAL: AMENDMENTS TO MAXIMUM CONTRACT AMOUNT AND FINANCIAL SUMMARY (EXHIBIT B) or unless otherwise agreed to by County.

(a) All changes requested by Contractor shall be made by an amendment pursuant to DMH Legal Entity Contract Paragraph 8.1 (AMENDMENTS).

(b) All changes requested by the Contractor shall be followed by a Mid-Year Change to the last approved Negotiation Package to be submitted by the Contractor, which must be approved by the Director as specified in DMH Notice, *Negotiation Package Submission Procedures.*

(2) If Contractor requests an increase or decrease in the MCA or in the Funded Program Amount, Contractor shall provide all reports, data, and other information requested by the County, within 15 calendar days of County's request.

(a) Contactor's request for consideration of an increase in the MCA or in the Funded Program Amount, must be made and approved prior to Contractor rendering services that exceed the MCA or the Funded Program Amount. To the extent that County agrees to increase MCA or a Funded Program Amount, such approval shall be in the form of an executed amendment to this Contract. Director will make best efforts to expedite the amendments provided under this Subparagraph (2) (a) of this Paragraph V (CONTRACTOR REQUESTED CHANGES).

(b) Requests received after the Contractor has rendered services in excess of the MCA, or the Funded Program Amount, will only be considered on a prospective basis for payment of services rendered after the effective date of any executed amendment. The County shall not be responsible for payment, nor otherwise be liable for, services/activities that Contractor provided in excess of the MCA or the Funded Program Amount during any part of the Initial Period, First Automatic Renewal Period or Second Automatic Automatic Renewal Period, respectively.

(3) If County requires changes per options (a) and/or (b) as specified in Paragraph K (CONTRACTOR'S RESPONSIBILITY TO ENSURE QUALITY OF SERVICES AND TO MONITOR SERVICE PLAN AND COUNTY'S RIGHT TO RE-ALLOCATE FUNDS), Contractor must submit a Mid-Year Change to the last approved Negotiation Package as specified in DMH Notice, *Negotiation Package Submission Procedures.*

(4) If County requires changes per Paragraph I (LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS), Contractor must submit a Mid-Year Change to the last approved Negotiation Package.

(5) If County and Contractor agree to make a funding and/or service plan change relevant to this Contract, Contractor must submit a Mid-Year Change to the last approved Negotiation Package as specified in DMH Notice, *Negotiation Package Submission Procedures.*

W. DELEGATED AUTHORITY

(1) Notwithstanding any other provision of this Contract, the Director may, without further action by County's Board of Supervisors, prepare and sign amendments to this Contract under the following conditions.

(a) County's total payments to Contractor under this Contract, for each fiscal year of the term of this Contract, does not exceed an increase of more than the Board of Supervisor-approved percentage of the current applicable MCA; and

(b) Any such MCA amendment increase or amendment change shall only be for the provision of additional services; for the provision of new services as reflected on Exhibit C (STATEMENT OF WORK(S)/ SERVICE EXHIBIT(S) LIST); to ensure continuity of care; or to reflect program and/or policy changes that affect this Contract; or to allow final shift of funds pursuant to Paragraph X (SURVIVAL: AMENDMENTS TO MAXIMUM CONTRACT AMOUNT AND FINANCIAL SUMMARY (Exhibit B); and

(c) County's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Contract; and

(d) Approval of County Counsel, or the designee, is obtained prior to any such amendment to this Contract.

(e) Director shall notify County's Board of Supervisors and the Chief Executive Officer of all Contract changes in writing within 30 calendar days following execution of any such amendment(s).

X. SURVIVAL: AMENDMENTS TO MAXIMUM CONTRACT AMOUNT AND FINANCIAL SUMMARY (EXHIBIT B)

(1) Due to the length of the State reconciliation and audit processes, County and contractor acknowledge that the final determination of the amounts that may be owed by the Parties to each other will occur during First and/or Second Automatic Renewal Period as described in Legal Entity Contract, Paragraph 4 (TERM) and/or after the expiration or termination of Contract. Therefore, the parties agree that all provisions of Contract related to effectuating payment, including, but not limited to, provisions related to cost reporting, settlement, and audit, including such provisions in Exhibit A, Financial Provisions, survive the First and/or Second Automatic Renewal Period as described in Legal Entity Contract, Paragraph 4 (TERM) and/or expiration or termination of Contract. This Paragraph X shall not be interpreted to imply that other provisions of Contract do not survive its expiration, if the Parties intent, as demonstrated by language, circumstances, law, or practice, is that the provision should survive.

(2) To maximize the use of federal and State funding for Medi-Cal services, Contractor, within 30 calendar days after the Annual Cost Report due date for the applicable fiscal year, may submit in writing a request to shift and/or increase funds on the Financial Summary (Exhibit B). Such shifting and/or increase of funds request shall reflect maximization of federal and other funding based on Contractor's complete and accurate Annual Cost Report submitted in accordance with Paragraph O (ANNUAL COST REPORTS) and in accordance with terms and limitations set forth in DMH Policy, Shifting Guidelines for the Legal Entity Contract. To the extent that County approves the shifting of funds request, such approval shall be in the form of an executed amendment to this Contract. In addition, the Director, at his/her sole discretion, may propose and, with the Contract of Contractor, execute a written amendment (a) to modify the distribution of funds identified for each Funded Program as shown on the Financial Summary (Exhibit B); (b) to change, including increase, the amount of federal or State funds on the Financial Summary (Exhibit B); or (c) to increase the MCA to include additional federal or State funds for Medi-Cal services, but only to the extent that such amendment is necessary for Contractor to be reimbursed for otherwise uncompensated care. Such amendment may be executed during First and/or Second Automatic Renewal Period as described in Legal Entity Contract, Paragraph 4 (TERM) and/or after the Contract has expired or terminated and shall be effective irrespective of whether the Contract is in the Automatic Renewal Period or has expired or terminated.

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Y. PAYMENT AND INVOICE NOTIFICATIONS

(1) Contractor shall submit all Invoices, including any supporting documentation, to the following:

County of Los Angeles Department of Mental Health
Financial Services Bureau – Accounting Division
550 S. Vermont Avenue, 8th Floor
Los Angeles, CA 90020
Attn: Provider Reimbursement Section

(2) Contractor shall submit all remittances and payments for amounts due to the County under this contract to the following:

County of Los Angeles Department of Mental Health
Financial Services Bureau – Accounting Division
550 S. Vermont Avenue, 8th Floor
Los Angeles, CA 90020
Attn: Cash Collections Section

COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH CONTRACTOR CLAIMS CERTIFICATION FOR TITLE XIX SHORT-DOYLE MEDI-CAL and TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE PROGRAM REIMBURSEMENTS

Legal Entity: St. Francis Medical Center

Legal Entity Number: 01366

Claims for services/activities with dates of services: July 1, 2018 through June 30, 2019.

I HEREBY CERTIFY under penalty of perjury that I am the official responsible for the administration of the mental health services in and for said claimant; that the amounts for which reimbursement will be claimed for Medi-Cal and Medicaid Children's Health Insurance Program (MCHIP) services to be rendered during the above indicated fiscal year and to be claimed to the County of Los Angeles Department of Mental Health will be in accordance with the terms and conditions of the Legal Entity Contract; and that to the best of my knowledge and belief each claim will be in all respects true, correct, and in accordance with State and federal law and regulation. I agree and shall certify under penalty of perjury that all claims for services to be provided to county mental health clients will be provided to the clients by this Legal Entity. The services will be provided in accordance with the client's written treatment plan. I agree and shall certify under penalty of perjury that no services will be submitted for the contractor nor any of its staff members who is restricted, excluded, and/or suspended from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part. This certification covers staff members who are directly included on the claim or any staff member whose time is included on the claim, but whose identifying Name and National Provider ID are not included if they were a co-practitioner in the service. This Legal Entity also certifies that all information submitted to the County Department of Mental Health will be accurate and complete. I and this Legal Entity understand that payment of these claims will be from County, State and federal funds, and any falsification or concealment of a material fact may be prosecuted under federal and/or State laws. The Legal Entity agrees to keep for a minimum period of as specified in its Legal Entity Contract with County a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. The Legal Entity agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the County of Los Angeles Department of Mental Health, California Department of Health Care Services, the Medi-Cal Fraud Unit; California Department of Justice, Office of the State Controller, U.S. Department of Health and Human Services, or their duly authorized representatives. The Legal Entity also agrees that services will be offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

FURTHER, I HEREBY CERTIFY under penalty of perjury to the following: An assessment of the beneficiary will be conducted in compliance with the requirements established in the County's Mental Health Plan (MHP) contract with the California Department of Health Care Services (State DHCS). The beneficiary will be determined to be eligible to receive Medi-Cal services at the time the services are provided to the beneficiary. The services to be included in the claims during the above indicated period will actually be provided to the beneficiary. Medical necessity will be established for the beneficiary as defined under Title 9, California Code of Regulations, Division 1, Chapter 11, for the service or services to be provided, for the timeframe in which the services will be provided. A client plan will be developed and maintained for the beneficiary that meets all client plan requirements established in the County's MHP contract with the State DHCS. For each beneficiary with day rehabilitation, day treatment intensive, or EPSDT supplemental specialty mental health services to be included in the claim during said period, all requirements for payment authorization for day rehabilitation, day treatment intensive, and EPSDT supplemental specialty mental health services will be met, and any reviews for such service or services will be conducted prior to the initial authorization and any re-authorization periods as established in the County's MHP contract with the State DHCS.

Date: 6/28/18 Signature: [redacted]

Executed at Lynwood, California

I CERTIFY under penalty of perjury that I am a duly qualified and authorized official of the herein Legal Entity claimant responsible for the examination and settlement of accounts. I further certify that this Legal Entity claimant will provide from the eligible designated funds in the Financial Summary of the Legal Entity Contract with County, the local share of payment for Short-Doyle/Medi-Cal and/or MCHIP covered services to be included in the claims to be submitted to County during the above referenced period in order to satisfy matching requirements for federal financial participation pursuant to the Title XIX and Title XXI of the Social Security Act.

Date: 6/28/18 Signature: [redacted]

Executed at Lynwood, California

Please forward the completed form to the Department of Mental Health (DMH):

Los Angeles County – Department of Mental Health
Attn: Contract Development and Administration Division
550 S. Vermont Ave., 5th Floor, RM 500
Los Angeles, CA 90020

Financial Summary (Exhibit B)

Contractor Name: St. Francis Medical Center
Agreement Number: MH122048
Agreement Period: July 1, 2018 through June 30, 2021
Financial Summary:

Amendment No.:
Amendment Date:
LE Number: 01366
Fiscal Year: 2018-19

	Realignment Funded Programs			
42	DMH Mental Health Services Non-MC	N		-
43	DMH Mental Health Services Invoice	N		-
44	DMH Mental Health Services MC	Y	98,394	983,935
45	DMH IMD Step Down Non-MC	N		-
46	DMH IMD Step Down Invoice	N		-
47	DMH IMD Step Down MC	Y	-	-
	MHSA Funded Programs			
48	MHSA Full Service Partnership Non-MC	N		-
49	MHSA Full Service Partnership Invoice	N		-
50	MHSA Full Service Partnership MC	Y	-	-
51	MHSA Recovery, Resiliency, & Reintegration Services Non-MC	N		-
52	MHSA Recovery, Resiliency, & Reintegration Services Invoice	N		13,425
53	MHSA Recovery, Resiliency, & Reintegration Services MC	Y	130,551	1,305,512
54	MHSA Alternative Crisis Services Non-MC	N		-
55	MHSA Alternative Crisis Services Invoice	N		-
56	MHSA Alternative Crisis Services MC	Y	-	-
57	MHSA Linkage Services Invoice	N		-
58	MHSA Planning, Outreach, & Engagement Non-MC	N		-
59	MHSA Prevention & Early Intervention Non-MC	N		96,091
60	MHSA Prevention & Early Intervention Invoice	N		19,500
61	MHSA Prevention & Early Intervention MC	Y	99,231	917,305
	Maximum Contract Amount (MCA)			**$ 3,361,282**

[1]Medi-Cal reimbursable reflects DMH program guidelines in addition to applicable state and federal regulations.

V6/13/18

Financial Summary (Exhibit B)

Contractor Name: St. Francis Medical Center
Agreement Number: MH122048
Agreement Period: July 1, 2018 through June 30, 2021
Financial Summary:

Amendment No.:
Amendment Date:
LE Number: 01366
Fiscal Year: 2018-19

A	B	C	D	E
Rank	**Funded Programs**	**Medi-Cal Reimbursable (Y/N)[1]**	**Local Match Funds**	**Funded Program Amount (Gross)**
	Categorically Funded Programs			
1	Family Preservation Program	N		25,514
2	Specialized Foster Care - DCFS MAT Non-Medi-Cal (Non-MC)	N		-
3	Specialized Foster Care Enhanced Mental Health Svcs Medi-Cal (MC)	Y	-	-
4	Specialized Foster Care MAT MC	Y	-	-
5	Specialized Foster Care TFC MC	Y	-	-
6	Specialized Foster Care Wraparound Non-MC	N		-
7	Specialized Foster Care Wraparound Invoice	N		-
8	Specialized Foster Care Wraparound MC	Y	-	-
9	DCFS Medical Hub Non-MC	N		-
10	DCFS PHF MC	Y	-	-
11	First 5 Non-MC	N		-
12	First 5 Invoice	N		-
13	First 5 MC	Y	-	-
14	Comprehensive SOC Program (SAMHSA, CFDA #93.958) Non-MC	N		-
15	Comprehensive SOC Program (SAMHSA, CFDA #93.958) Invoice	N		-
16	Project ABC South LA (SAMHSA, CFDA #93.104) Invoice	N		-
17	Juvenile Justice Program (STOP) Non-MC	N	-	-
18	Juvenile Justice Program (JJCPA-MHSAT) Non-MC	N		-
19	Juvenile Justice Program (JJCPA - MST) Non-MC	N		-
20	Juvenile Justice Program (JJCPA - New Directions) Non-MC	N		-
21	Juvenile Justice Program (JJCPA - New Directions) MC	Y	-	-
22	Juvenile Justice Program (COD) Non-MC	N		-
23	Juvenile Justice Program (FFT) Non-MC	N		-
24	Juvenile Justice Program (FFT) MC	Y	-	-
25	Juvenile Day Reporting Center Non-MC	N		-
26	Diversion Program Non-MC	N		-
27	Diversion Program Invoice	N		-
28	Diversion Program MC	Y	-	-
29	ODR Diversion Programs Non-MC	N		-
30	ODR Diversion Programs MC	Y	-	-
31	CalWORKs MHS Non-MC	N		-
32	CalWORKs Homeless Family Solution System Invoice	N		-
33	GROW Non-MC	N		-
34	Post-Release Community Supervision-Community Reintegration Prog Non-MC	N		-
35	Post-Release Community Supervision-Community Reintegration Prog Invoice	N		-
36	Post-Release Community Supervision-Community Reintegration Prog MC	Y	-	-
37	DPH Dual Diagnosis Non-MC	N		-
38	DCSS Forensic Center Services Invoice	N		-
39	DHS EPIC Program Non-MC	N		-
40	DHS EPIC Program MC	Y	-	-
	Federal/State Revenue			
41	Federal/State Revenue MC	Y		-

Financial Summary (Exhibit B)

Contractor Name: St. Francis Medical Center
Agreement Number: MH122048
Agreement Period: July 1, 2018 through June 30, 2021
Financial Summary:

Amendment No.:
Amendment Date:
LE Number: 01366
Fiscal Year: 2019-20

A	B	C	D	E
Rank	**Funded Programs**	**Medi-Cal Reimbursable (Y/N)[1]**	**Local Match Funds**	**Funded Program Amount (Gross)**
	Categorically Funded Programs			
1	Family Preservation Program	N		25,514
2	Specialized Foster Care - DCFS MAT Non-Medi-Cal (Non-MC)	N		-
3	Specialized Foster Care Enhanced Mental Health Svcs Medi-Cal (MC)	Y	-	-
4	Specialized Foster Care MAT MC	Y	-	-
5	Specialized Foster Care TFC MC	Y	-	-
6	Specialized Foster Care Wraparound Non-MC	N		-
7	Specialized Foster Care Wraparound Invoice	N		-
8	Specialized Foster Care Wraparound MC	Y	-	-
9	DCFS Medical Hub Non-MC	N		-
10	DCFS PHF MC	Y	-	-
11	First 5 Non-MC	N		-
12	First 5 Invoice	N		-
13	First 5 MC	Y	-	-
14	Comprehensive SOC Program (SAMHSA, CFDA #93.958) Non-MC	N		-
15	Comprehensive SOC Program (SAMHSA, CFDA #93.958) Invoice	N		-
16	Project ABC South LA (SAMHSA, CFDA #93.104) Invoice	N		-
17	Juvenile Justice Program (STOP) Non-MC	N	-	-
18	Juvenile Justice Program (JJCPA-MHSAT) Non-MC	N		-
19	Juvenile Justice Program (JJCPA - MST) Non-MC	N		-
20	Juvenile Justice Program (JJCPA - New Directions) Non-MC	N		-
21	Juvenile Justice Program (JJCPA - New Directions) MC	Y	-	-
22	Juvenile Justice Program (COD) Non-MC	N		-
23	Juvenile Justice Program (FFT) Non-MC	N		-
24	Juvenile Justice Program (FFT) MC	Y	-	-
25	Juvenile Day Reporting Center Non-MC	N		-
26	Diversion Program Non-MC	N		-
27	Diversion Program Invoice	N		-
28	Diversion Program MC	Y	-	-
29	ODR Diversion Programs Non-MC	N		-
30	ODR Diversion Programs MC	Y	-	-
31	CalWORKs MHS Non-MC	N		-
32	CalWORKs Homeless Family Solution System Invoice	N		-
33	GROW Non-MC	N		-
34	Post-Release Community Supervision-Community Reintegration Prog Non-MC	N		-
35	Post-Release Community Supervision-Community Reintegration Prog Invoice	N		-
36	Post-Release Community Supervision-Community Reintegration Prog MC	Y	-	-
37	DPH Dual Diagnosis Non-MC	N		-
38	DCSS Forensic Center Services Invoice	N		-
39	DHS EPIC Program Non-MC	N		-
40	DHS EPIC Program MC	Y	-	-
	Federal/State Revenue			
41	Federal/State Revenue MC	Y		-

Financial Summary (Exhibit B)

Contractor Name: St. Francis Medical Center
Agreement Number: MH122048
Agreement Period: July 1, 2018 through June 30, 2021
Financial Summary:

Amendment No.:
Amendment Date:
LE Number: 01366
Fiscal Year: 2019-20

	Realignment Funded Programs			
42	DMH Mental Health Services Non-MC	N		-
43	DMH Mental Health Services Invoice	N		-
44	DMH Mental Health Services MC	Y	98,394	983,935
45	DMH IMD Step Down Non-MC	N		-
46	DMH IMD Step Down Invoice	N		-
47	DMH IMD Step Down MC	Y	-	-
	MHSA Funded Programs			
48	MHSA Full Service Partnership Non-MC	N		-
49	MHSA Full Service Partnership Invoice	N		-
50	MHSA Full Service Partnership MC	Y	-	-
51	MHSA Recovery, Resiliency, & Reintegration Services Non-MC	N		-
52	MHSA Recovery, Resiliency, & Reintegration Services Invoice	N		13,425
53	MHSA Recovery, Resiliency, & Reintegration Services MC	Y	130,551	1,305,512
54	MHSA Alternative Crisis Services Non-MC	N		-
55	MHSA Alternative Crisis Services Invoice	N		-
56	MHSA Alternative Crisis Services MC	Y	-	-
57	MHSA Linkage Services Invoice	N		-
58	MHSA Planning, Outreach, & Engagement Non-MC	N		-
59	MHSA Prevention & Early Intervention Non-MC	N		96,091
60	MHSA Prevention & Early Intervention Invoice	N		19,500
61	MHSA Prevention & Early Intervention MC	Y	99,231	917,305
	Maximum Contract Amount (MCA)			**$ 3,361,282**

[1]Medi-Cal reimbursable reflects DMH program guidelines in addition to applicable state and federal regulations.

V6/13/15

Financial Summary (Exhibit B)

Contractor Name: St. Francis Medical Center
Agreement Number: MH122048
Agreement Period: July 1, 2018 through June 30, 2021
Financial Summary:

Amendment No.:
Amendment Date:
LE Number: 01366
Fiscal Year: 2020-21

A	B	C	D	E
Rank	**Funded Programs**	**Medi-Cal Reimbursable (Y/N)[1]**	**Local Match Funds**	**Funded Program Amount (Gross)**
	Categorically Funded Programs			
1	Family Preservation Program	N		25,514
2	Specialized Foster Care - DCFS MAT Non-Medi-Cal (Non-MC)	N		-
3	Specialized Foster Care Enhanced Mental Health Svcs Medi-Cal (MC)	Y	-	-
4	Specialized Foster Care MAT MC	Y	-	-
5	Specialized Foster Care TFC MC	Y	-	-
6	Specialized Foster Care Wraparound Non-MC	N		-
7	Specialized Foster Care Wraparound Invoice	N		-
8	Specialized Foster Care Wraparound MC	Y	-	-
9	DCFS Medical Hub Non-MC	N		-
10	DCFS PHF MC	Y	-	-
11	First 5 Non-MC	N		-
12	First 5 Invoice	N		-
13	First 5 MC	Y	-	-
14	Comprehensive SOC Program (SAMHSA, CFDA #93.958) Non-MC	N		-
15	Comprehensive SOC Program (SAMHSA, CFDA #93.958) Invoice	N		-
16	Project ABC South LA (SAMHSA, CFDA #93.104) Invoice	N		-
17	Juvenile Justice Program (STOP) Non-MC	N	-	-
18	Juvenile Justice Program (JJCPA-MHSAT) Non-MC	N		-
19	Juvenile Justice Program (JJCPA - MST) Non-MC	N		-
20	Juvenile Justice Program (JJCPA - New Directions) Non-MC	N		-
21	Juvenile Justice Program (JJCPA - New Directions) MC	Y	-	-
22	Juvenile Justice Program (COD) Non-MC	N		-
23	Juvenile Justice Program (FFT) Non-MC	N		-
24	Juvenile Justice Program (FFT) MC	Y	-	-
25	Juvenile Day Reporting Center Non-MC	N		-
26	Diversion Program Non-MC	N		-
27	Diversion Program Invoice	N		-
28	Diversion Program MC	Y	-	-
29	ODR Diversion Programs Non-MC	N		-
30	ODR Diversion Programs MC	Y	-	-
31	CalWORKs MHS Non-MC	N		-
32	CalWORKs Homeless Family Solution System Invoice	N		-
33	GROW Non-MC	N		-
34	Post-Release Community Supervision-Community Reintegration Prog Non-MC	N		-
35	Post-Release Community Supervision-Community Reintegration Prog Invoice	N		-
36	Post-Release Community Supervision-Community Reintegration Prog MC	Y	-	-
37	DPH Dual Diagnosis Non-MC	N		-
38	DCSS Forensic Center Services Invoice	N		-
39	DHS EPIC Program Non-MC	N		-
40	DHS EPIC Program MC	Y	-	-
	Federal/State Revenue			
41	Federal/State Revenue MC	Y		-

Financial Summary (Exhibit B)

Contractor Name: St. Francis Medical Center
Agreement Number: MH122048
Agreement Period: July 1, 2018 through June 30, 2021
Financial Summary:

Amendment No.:
Amendment Date:
LE Number: 01366
Fiscal Year: 2020-21

	Realignment Funded Programs			
42	DMH Mental Health Services Non-MC	N		-
43	DMH Mental Health Services Invoice	N		-
44	DMH Mental Health Services MC	Y	98,394	983,935
45	DMH IMD Step Down Non-MC	N		-
46	DMH IMD Step Down Invoice	N		-
47	DMH IMD Step Down MC	Y	-	-
	MHSA Funded Programs			
48	MHSA Full Service Partnership Non-MC	N		-
49	MHSA Full Service Partnership Invoice	N		-
50	MHSA Full Service Partnership MC	Y	-	-
51	MHSA Recovery, Resiliency, & Reintegration Services Non-MC	N		-
52	MHSA Recovery, Resiliency, & Reintegration Services Invoice	N		13,425
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54	MHSA Alternative Crisis Services Non-MC	N		-
55	MHSA Alternative Crisis Services Invoice	N		-
56	MHSA Alternative Crisis Services MC	Y	-	-
57	MHSA Linkage Services Invoice	N		-
58	MHSA Planning, Outreach, & Engagement Non-MC	N		-
59	MHSA Prevention & Early Intervention Non-MC	N		96,091
60	MHSA Prevention & Early Intervention Invoice	N		19,500
61	MHSA Prevention & Early Intervention MC	Y	99,231	917,305
	Maximum Contract Amount (MCA)			**$ 3,361,282**

[1]Medi-Cal reimbursable reflects DMH program guidelines in addition to applicable state and federal regulations

V6/13/18

CONTRACTOR NAME: St Francis Medical Center
LEGAL ENTITY NO.: 01366

PERIOD: July 1, 2018 through June 30, 2021

PROVIDER NUMBER	SERVICE EXHIBIT NUMBER(S)	SERVICE DELIVERY SITE ADDRESS	MENTAL HEALTH SERVICE AREA(S)	SITE SUPERVISORIAL DISTRICT
7636	104-A - Targeted Case Management Services (Rehab. Opt 402 - Mental Health Services (Rehab. Option) 403 - Medication Support Services (Rehab. Option) 404-A - Crisis Intervention Services (Rehab. Option) 501-A - Outreach Services 1039 PEI Early Intervention EBP programs for Children & TAY 1046 - One Time Expenses Associated with Implementing a New MHSA Program for Prevention and Early Intervention (PEI) Program (Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement) 1047 - Prevention and Early Intervention (PEI) Program (Includes Attachment A - MHSA PEI Programs Core Interventions and Ancillary Services Guide and Attachment B - PEI Evidenced Based Practices (EBP) Outcome Measures) 1093 - Recovery, Resilience and Reintegration Services 1100 - Client Supportive Services (CSS) for Mental Health Services Act (MHSA) Programs	3630 E. Imperial Hwy, Lynwood, CA 90620	6	2
	104-A Targeted Case Management Services (Rehab. Opt 402 - Mental Health Services (Rehab. Option) 403 - Medication Support Services (Rehab. Option)			

PROVIDER NUMBER	SERVICE EXHIBIT NUMBER(S)	SERVICE DELIVERY SITE ADDRESS	MENTAL HEALTH SERVICE AREA(S)	SITE SUPERVISORIAL DISTRICT
7637	404-A - Crisis Intervention Services (Rehab. Option) 501-A - Outreach Services 1039 - PEI Early Intervention EBP programs for Children & TAY 1046 One Time Expenses Associated with Implementing a New MHSA Program for Prevention and Early Intervention (PEI) Program (Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement) 1047 - Prevention and Early Intervention (PEI) Program (Includes Attachment A - MHSA PEI Programs Core Interventions and Ancillary Services Guide and Attachment B - PEI Evidenced Based Practices (EBP) Outcome Measures) 1093 - Recovery, Resilience and Reintegration Services 1100 - Client Supportive Services (CSS) for Mental Health Services Act (MHSA) Programs	4390 Tweedy Blvd, South Gate, CA 90280	7	1

SERVICE EXHIBIT _____

TARGETED CASE MANAGEMENT SERVICES

(REHABILITATION OPTION)

(MODE OF SERVICE 15)

1. GENERAL: Targeted Case Management services shall be provided by Contractor to access needed medical, educational, social, pre-vocational, vocational rehabilitative, or other needed community services for patients/clients. These services provide for the continuity of care within the mental health system and related social service systems. Services include linkage and consultation, placement and plan development.

Services shall not include skill development, assistance in daily living, or training a patient/client to access services himself/herself.

Services may be either face-to-face or by telephone with the patient/client or significant support persons and may be provided anywhere in the community.

Prior to claiming Short-Doyle/Medi-Cal (SD/MC), a service site shall be certified by State Department of Mental Health (SDMH) as a Short-Doyle/Medi-Cal Mental Health Rehabilitation Provider.

In addition to the other staffing requirements of this Agreement, Contractor shall assure that these services are provided with the minimum qualified staff, as specified in the Department of Mental Health's (DMH) Guide to Procedure Codes.

The definition of a reimbursable unit for purposes of determining the number of units of service provided by Contractor hereunder shall be as established by Director. Billing restrictions for these services shall apply as set forth in the Guide to Procedure Codes.

2. PERSONS TO BE SERVED: Contractor shall provide services to the target population as identified in Contractor's Negotiation Package/Addenda who reside primarily within Los Angeles County Mental Health Service Areas identified on the Service Delivery Site Exhibit and who either are referred to Contractor by Director or voluntarily apply for and receive services with the subsequent consent of Director.

3. SERVICE DELIVERY SITE(S): Contractor's facility(ies) where services are to be provided hereunder is (are) located at: Site(s) as identified on the Service Delivery Site Exhibit and in the Contractor's Negotiation Package/Addenda Contractor shall obtain the prior written consent of Director at least seventy days before terminating services at such location(s) and/or before commencing such services at any other location(s).

4. QUALITY IMPROVEMENT: Contractor shall comply with all applicable provisions of WIC, CCR, Code of Federal Regulations, SDHS policies and procedures, SDMH policies and procedures, and DMH quality improvement policies and procedures. Contractor shall establish and maintain a complete and integrated quality improvement system.

5. PROGRAM ELEMENTS AND SERVICES: Contractor shall provide services to patients/clients in accordance with Contractor's Negotiation Package and any addenda thereto, as approved in writing by Director, and the RO/TCM Manual, for the term of this Agreement. Services shall include, but are not limited to:

A. Linkage and Consultation Services - May include, but are not limited to, the following:

(1) Identification and pursuit of resources which are necessary and appropriate to implement the service plan;

(2) Interagency and intra-agency consultation, communication, coordination, and referral; and

(3) Monitoring service delivery, the service plan, and the coordination plan implementation to ensure patient/client access to services and the service delivery system.

B. Placement Services - Supportive assistance to the patient/client in the assessment, determination of need, and securing of adequate and appropriate living arrangements, including, but not limited to the following:

(1) Locating and securing an appropriate living environment;

(2) Locating and securing funding for patient/client (e.g., Supplemental Security Income/State Supplemental Program (SSI/SSP), Medi-Cal, and Medicare);

(3) Pre-placement visit(s);

(4) Negotiation of housing or placement contracts; and

(5) Placement and placement follow-up.

C. Plan Development Services - May include any or all of the following:

(1) Development of coordination plans and/or service plans;

(2) Approval of plans; and

(3) Monitoring the patient's/client's progress.

SERVICE EXHIBIT ____

OUTREACH SERVICES

(MODE OF SERVICE 45)

1. GENERAL: Outreach services are delivered in the community-at-large to special population groups, to human services agencies, and to individuals and families who are not patients/clients of the mental health system. The intent of these services is to enhance the mental health of the general population, to prevent the onset of mental health problems in individuals and communities, and to assist those persons experiencing stress who are not reached by traditional mental health treatment services to obtain a more adaptive level of functioning. Outreach services are either community-related (Mental Health Promotion Services) or individual-related (Community Client Services).

The services to be provided hereunder are generally described in the CR/DC Manual, Chapter I (Introduction).

The definition of Service Function Code (SFC) unit for purposes of determining the number of units of service provided by Contractor hereunder shall be as established by Director.

2. PERSONS TO BE SERVED: Contractor shall provide services to the target population as identified in Contractor's Negotiation Package/Addenda who reside primarily within Los Angeles County Mental Health Service Areas identified on the Service Delivery Site Exhibit and who either are referred to Contractor by Director or who request outreach services.

3. SERVICE DELIVERY SITE(S): Contractor's facility(ies) where services are to be provided hereunder is (are) located at: Site(s) as identified on the Service Delivery Site Exhibit and in the Contractor's Negotiation Package/Addenda. Contractor shall obtain the prior written consent of Director at least seventy (70) days before terminating services at such location(s) and/or before commencing such services at any other location(s).

4. PROGRAM ELEMENTS AND SERVICES: Contractor shall provide services to

the community (Mental Health Promotion Services) and/or individuals (Community Client Services) in accordance with Contractor's Negotiation Package and any addenda thereto, as approved in writing by Director, for the term of this Agreement. Services shall include, but are not limited to:

A. Mental Health Promotion Services: Services shall be directed toward (1) enhancing and/or expanding agencies' or organizations' knowledge and skills in the mental health field for the benefit of the community-at-large or special population groups, and (2) providing education and/or consultation to individuals and communities regarding mental health service programs in order to prevent the onset of mental health problems. Services shall include, but are not limited to:

(i) Contact with school personnel, residential care providers, criminal justice system personnel, and others, in regard to meeting the mental health needs of the populations they serve;

(ii) Providing classes (such as parenting and drug abuse) requested by local schools, law enforcement agencies, and others, to high-risk, minority adolescents;

(iii) Participation in the organization of community advisory committees regarding local mental health needs; and

(iv) Training individuals, human service organizations, and others on how residents may be better informed of services available at their local mental health center.

B. Community Client Services: Services shall be directed toward: (1) assisting individuals and families for whom no case record can be opened to achieve a more adaptive level of functioning through single contact or occasional contact, and (2) enhancing or expanding the knowledge and skills of human services agency staff in meeting the needs of mental health patients/clients. Services shall include, but are not limited to:

(i) Contact with school personnel, residential care providers, criminal justice system personnel, and others, in regard

to specific mental health problems of individual patients/clients within their target population;

(ii) Presentations that import principles of sound mental health to high risk populations experiencing symptoms that, if unattended, could lead to the need for mental health treatment;

(iii) Providing leadership in organizing self-help type support groups within an existing human services program or agency; and

(iv) Home or field visits to underserved populations who cannot or are unwilling to avail themselves to mental health services.

SERVICE EXHIBIT _____

EARLY INTERVENTION EVIDENCE-BASED PROGRAMS
FOR CHILDREN AND TRANSITION AGE YOUTH (TAY) AGES 0-21

Provided under the
Mental Health Services Act (MHSA)
Prevention and Early Intervention (PEI) Plan

MODES OF SERVICE (15 and 45)

1. GENERAL

1.1 Early Intervention, Evidence-Based Programs (Program) services identified in Section 1.2) are specialized mental health services delivered by clinical staff, as part of multi-disciplinary treatment teams. The intent of the Program model is to 1) identify young children (ages 0-5), children (ages 6-15), and/or Transition Age Youth (TAY), (ages 16-20), who have experienced or have been exposed to or experienced traumatic events such as child sexual abuse, domestic violence, traumatic loss, and/or who are diagnosed with or experiencing difficulty related to symptoms such as Post-Traumatic Stress Disorder (PTSD), depression, anxiety, or co-occurring disorders, and 2) provide early intervention mental health services to reduce the impact of the identified symptoms. Specifically, the focus of the early intervention model is 1) to reduce trauma related symptoms and/or substance abuse, increase resilience, increase peer and parental support for young children/children/TAY, and 2) improve access to mental health services for those who are underserved either because they are unaware of available services or because they may be reluctant to access services due to stigma and/or discrimination. The Program services to be provided hereunder are described in Contractor's/Provider's (Contractor's) Proposal/Negotiation Package for the Legal Entity Agreement (Agreement), including any addenda thereto, as approved in writing by the Director of Mental Health.

1.2 Specific EBP Program to be implemented by Contractor includes the following: (check appropriate EBP):

- ☐ Child-Parent Psychotherapy
- ☐ Cognitive Behavioral Intervention for Trauma in Schools (CBITS)
- ☐ Cognitive Behavioral Therapy (CBT) for Major Depression for Children

and TAY

- ☐ Seeking Safety for TAY
- ☐ Trauma Focused Cognitive Behavioral Therapy (TF-CBT)
- ☐ Triple P Positive Parenting Program
- ☐ Other: _____
- ☐ Other: _____

2. PERSONS TO BE SERVED

2.1 The Program shall target its services towards young children, children, and/or TAY and/or their parents/caregivers. The Program is intended as an early intervention for young children/children/TAY who may be at risk for acting-out or who are diagnosed with or at risk of any number of mental health symptoms associated with depression, anxiety, psychological trauma, or co-occurring disorders, and is intended particularly to those individuals who are not currently receiving mental health services.

2.2 For each EBP treatment team identified in Section 1.2, it is estimated that ____ individuals and their families can be served annually per minimum Program team.

3. SERVICE DELIVERY SITE

Services shall be delivered at the service delivery sites listed in the Agreement. Contractor shall request approval from the Department of Mental Health (DMH) Program Manager in writing a minimum of 60 days before terminating services at any of the location(s) listed on its Agreement and/or before commencing services at any other location(s) not previously approved in writing by the DMH Program Manager. All service delivery sites listed on the Contractor's contract shall be operational within 30 days of the commencement of the Agreement or Agreement amendment.

4. PROGRAM ELEMENTS AND SERVICES

Contractor shall provide the following services:

4.1 Culturally and Linguistically Appropriate Services. Services shall be delivered by professional staff that have similar cultural and linguistic backgrounds to those of the client population(s) being served. Contractors shall understand and utilize the strengths of culture in service delivery and incorporate the languages and

cultures of their clients into the services that provide the most effective outcomes. If a Contractor elects to deliver specialized linguistically appropriate services through a subcontract agreement [refer to Agreement paragraph on Subcontracting] then Contractor shall ensure that individuals providing these services are participating members of multi-disciplinary teams.

4.2 Program Model. The Program is an empirically based and research proven treatment model, which is effective for resolving symptoms of PTSD, depression, anxiety, behavioral difficulties, substance abuse, and/or other problems related to trauma. Specifically, vis-à-vis group therapy sessions, complimented by individual and parent/collateral therapy sessions, during which Program techniques are implemented and reinforced, participants evidenced a significant improvement in behavioral and mental health symptoms. The Program may incorporate psychoeducation and parent education, relaxation training, cognitive therapy, real-life exposure, affective modulation, and/or social problem solving skills.

4.3 Outpatient Mental Health Services. The Program model identified above, may be offered via usual outpatient modes of service listed below. Some services such as medication support or crisis intervention, which are not formal aspects of the Program curricula, may also be offered during the course of treatment in order to provide for emergent client needs. However, clients requiring additional care extending beyond completion of the Program curriculum should be referred to specialty mental health services for longer term or more intensive interventions. Contractors retain clinical responsibility for such cases until they are successfully transitioned. All Outpatient Mental Health Services should be implemented by staff who reflect the community's cultural, ethnic and language characteristics.

4.3.1 Individual Therapy. Services are provided for individual clients utilizing the Program curricula. As with most PEI interventions, individual therapy is limited to the treatment protocols contained within the Program materials. In most instances, individual therapy is short-term and in most cases, should terminate following the completion of the Program curricula. Clinical tasks include developing diagnoses, treatment planning, and the provision of the Program curricula.

4.3.2 Collateral. Collateral sessions with parents or caregivers are scheduled

parallel to the child's individual sessions. These sessions may occur weekly at the onset of treatment and taper over the course therapy, as the clinician transitions from the parallel individual and collateral sessions to conjoint parent-child sessions. In those situations where on-going contact with individual parents/caregivers is desirable, then the family should be transitioned to a more intensive service. Clinical tasks include completing the intake assessment, psychoeducation and developing parenting skills, completing screenings and outcome measures, and treatment referrals.

4.3.3 Family Therapy. Services are provided for families utilizing the Program curricula. As with most PEI interventions, family therapy is a component of the Program curricula. In most instances, family therapy is short-term and should terminate following the completion of the Program curricula. These services include developing diagnoses, treatment planning, and the provision of the Program curricula.

4.3.4 Assessment. Services are provided at intake and other critical junctures during the Program curricula in order to ascertain progress. Clinical tasks include intake assessment, screenings, and on-going clinical assessment of treatment outcomes.

4.3.5 Case Management. This service is meant for clients in order to keep them engaged with treatment or connected with other ancillary services. Clinical tasks include referral and linkage to specialty mental health services. Contractor will identify appropriate referrals to those patients that are in need of a longer term or more intensive treatment. In these situations, Contractor will retain clinical responsibility for such cases until they are successfully transitioned into the appropriate setting.

4.3.6 Crisis Intervention. This service is available for situations where immediate action is necessary to help families manage crises. Clinical tasks include brief assessment or screenings, crisis intervention protocols, and treatment referrals.

4.3.7 Medication Support. This service is available for situations where a child has been identified with a disorder amenable to psychotropic medication. Medication support can work in conjunction with the other services above.

Clinical tasks include prescribing, administering, and dispensing medications, and assessment of medication effects.

4.3.8 Team Conferencing/Case Consultation. This service is available to assist in treatment planning, supervision, and fidelity adherence procedures. Clinical tasks include clinical case consultation, team conferencing, and fidelity control procedures.

4.4 Community Outreach Services (COS). Some aspects of the Program curricula identified above, particularly those components related to prevention (when there is no open mental health episode or identified client) may be offered via COS as listed below. It is vitally important that any agency engaging in COS should do so in a manner that is appropriate and respectful of a community's cultural diversity. This means that staff providing outreach services should reflect the service recipients' and service areas' cultural, ethnic and language characteristics.

4.4.1 Community Client Services (CCS). CCS services may include the provision of Program curricula to individuals or groups in instances where there is no identified client(s) or open mental health episode(s). CCS services are primarily preventative in nature but may also constitute an early intervention in some cases. Should a Contractor find that extended or more intensive services are required, then the client(s) should be transitioned into a more appropriate service. Clinical Tasks include screening clients, provision of the Program parenting groups, and referral to specialty mental health services.

4.4.2 Mental Health Promotion (MHP). MHP activities are directed at addressing and removing the barriers of mental health stigma and discrimination. The goal of MHP is to educate groups of individuals on the benefits of mental health treatment in a manner that is consistent and respectful of diverse cultures. Clinical Tasks include outreach and engagement strategies and activities directed at informing un-served, under-served and inappropriately-served ethnic minority populations, about the services available through the Program.

5. SERVICE GOALS AND OUTCOMES

As a result of the transformation of mental health services, early intervention services

will be offered. "Early Intervention" is defined as intervention directed toward individuals and families/caregivers for who a short duration (usually less than one year) of relatively low-intensity intervention is appropriate. Such "Early Intervention" includes between 10-50 Program services separate from other supportive, medically necessary services such as assessments, medication support, targeted case management, and crisis intervention as described in Section 4.3 (Outpatient Services), and should measurably improve a mental health problem or concern very early in its manifestation, thereby avoiding the need for more extensive mental health treatment or services, or to prevent a mental health problem from getting worse. The following outcomes may be identified for Program services:

Program Outcomes	Method/Measure of Success
1. Improve behavioral functioning	▪ Evaluation tool: (i.e., Life Events Scale, Pediatric Symptom Checklist)
2. Increase coping skills and resilience	▪ Evaluation tool: (i.e., Life Events Scale, Pediatric Symptom Checklist)
3. Decrease symptoms of Anxiety and PTSD	▪ Evaluation tool: (i.e., Child PTSD Symptoms Scale, Pediatric Symptom Checklist)
4. Decrease symptoms of depression	▪ Children's Depression Inventory ▪ Youth Outcome Questionnaire (especially the Interpersonal Distress, Somatic, and Critical Items subscales)
5. Decrease symptoms of trauma	▪ Trauma Symptom Checklist
6. Decrease behavioral problems	▪ Child Behavior Checklist (specifically the withdrawn and Aggressive Behaviors scales and Youth Outcome Questionnaire
7. Improve social competence and/or peer relationships, compliance, relationships within the home, and reduce interpersonal problems, substance abuse, interpersonal problems, and other behavioral problems	▪ Child Behavior Checklist or Youth Outcome Questionnaire. ▪ Youth Outcome Questionnaire (particularly the Interpersonal Relations and Social Problems subscales) ▪ Outcome Questionnaire (OQ, Y-OQ, Y-OQ SR) Interpersonal Distress, Interpersonal Relations, Social Problems, and Behavioral Dysfunction subscales)

8. Improve academic & vocational performance	▪ Student's grade point average ▪ Student's attendance record (e.g. as determined by student report card, CA Department of Education Dropout Rates, etc.) ▪ Report of parent/guardian
9. Improve dysfunctional parenting behaviors	▪ Parenting Scale (PS)
10. Provide prevention and early intervention services to underserved populations	▪ Monthly reports of clients served

6. QUALITY MANAGEMENT AND DATA COLLECTION

6.1 Quality Management,

6.1.1 Contractor shall establish and implement a comprehensive written Quality Management Program and Plan including Quality Assurance and Quality Improvement processes to ensure the organization monitors, documents and reports on required Program services provided and that identified measurable performance outcomes are attained. Quality Management activities are focused on assuring that the quality of services meets the Agreement requirements for the timeliness, accuracy, completeness, consistency and conformity to requirements as set forth in this Service Exhibit. The Plan shall be submitted to DMH for review and approval. The Plan shall be effective on the Agreement start date and shall be updated and re-submitted as changes are needed and/or as changes occur.

6.1.2 Contractor's plan shall specifically describe the methods by which performance outcomes will be measured and attained. The plan shall describe the quality monitoring methods and activities to be implemented to assure the stated measurable performance outcomes and specified Agreement requirements are met, including qualifications of monitoring staff, samples of monitoring forms and identification of related accountability reporting documents. The plan shall describe the methods and frequency by which the qualifying knowledge, skills, experience, and appropriate licenses and/or credentials of professional staff is properly assured, supervised, and maintained during the life of the Agreement. Further, the plan shall describe methods for identifying, preventing and

correcting barriers/deficiencies/problems related to the quality of services provided before the level of performance becomes unacceptable. The description of the methods shall include quality improvement strategies and interventions. The Contractor's plan shall be in keeping with the Department's Quality Improvement Work Plan, to the extent possible and as appropriate, with a focus on monitoring and improving the services provided and ensuring performance outcomes are achieved.

6.2 Data Collection. Contractor shall have the ability to collect, manage, and submit data and reports as directed by the DMH to demonstrate, profile, track, and document the effectiveness of: services delivered, performance outcomes, and quality improvement interventions including pertinent demographics of persons receiving services. Contractor's plan shall include a description of appropriate specific measures and data analysis methods that are currently in place and/or those to be developed to ensure accuracy of data for services delivered and performance outcomes measured. The Plan shall include a description of how data accuracy problems will be managed and resolved including a description of current data collection, data entry, data analysis, data reporting, and/or other data accuracy problems and actions already taken.

7. PERFORMANCE-BASED CRITERIA:

7.1 DMH shall evaluate Contractor on Performance-based Criteria that shall measure the Contractor's performance related to operational measures that are indicative of quality program administration. These criteria are consistent with the MHSA and the PEI Plan. These measures assess the agency's ability to provide the required services and to monitor the quality of the services.

7.2 Contractor shall collaborate with DMH to provide processes for systematically evaluating quality and performance indicators and outcomes at the program level. Should there be a change in federal, State and/or County policies/regulations, DMH, at its sole discretion, may amend these Performance-based Criteria via an amendment to the Agreement.

7.3 Contractor shall cooperate with DMH in the regularly scheduled monitoring of the program, including review of agency and program records, site visits, telephonic conferences, correspondence, and attendance at contractor meetings where the Contractor's adherence to the performance-based criteria will be evaluated.

7.4 The Performance-based Criteria are as follows:

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
1. Agency has required multidisciplinary and multi-lingual team staffing	Negotiation packet, staff roster, List of Treatment Staff Language Capability	Agency hires staff as stipulated annually resulting in an increase of culturally and linguistically appropriate staff
2. Complete and accurate records are maintained that track referrals, usage, expenditure, as well as specific demographic, diagnostic, and outcome data for program participants	Review of monthly Program utilization reports for accuracy and completeness	Proposer maintains an accurate and complete database for Program, including all relevant back-up documentation, (e.g., referral forms) and required reports are submitted to DMH on or before due date every month (e.g. number of individuals contacted through outreach, number of individuals receiving Program services detailed by age and ethnic group, etc.)
3. Agency identifies and appropriate staff responds to referral in a timely manner	Centralized tracking of patients and time-to-treat interval	100% of referrals are assigned to Program group within two weeks of contact.
4. Agency has completed outcome measures as identified	All measures to be reported in Microsoft Excel 2003 format	Outcome measures given at baseline, annually, and upon discharge.

7.5 Contractor shall demonstrate in writing how the services impact the performance targets. Contractor shall maintain, at a minimum, the following documents that indicate the performance targets:

1. Completed referral forms.
2. Tracking report of Program referral and usage.

3. Statistical reports related to required data collection and Contractor's services.
4. Completed evaluation tool for measuring client's symptoms of depression and trauma.
5. Completed outcome measure to assess overall effectiveness of services.

SERVICE EXHIBIT_____

ONE-TIME EXPENSES
ASSOCIATED WITH IMPLEMENTING A NEW
MENTAL HEALTH SERVICES ACT -
PREVENTION AND EARLY INTERVENTION PROGRAM(S)

I. OVERVIEW

In response to implementation requirements of Mental Health Services Act (MHSA), Prevention and Early Intervention (PEI) - Evidence-Based Practices (EBP), Promising Practices (PP), Community-Devined Evidence Practices (CDE), and two (2) Pilot programs, Los Angeles County Department of Mental Health (DMH) has designed policies, procedures and payment processes that support the implementation of these PEI programs.

DMH has developed this Service Exhibit to facilitate reimbursement of one-time only expenses associated with the development, training, and implementation of PEI - EBP, PP, CDE, and Pilot programs. Reimbursements are limited to those costs incurred during fiscal year (FY) 2010-11 - the first year in which the PEI - EBP, PP, CDE, and Pilot program(s) is/are initiated by Contractor. Maximum reimbursable costs shall not exceed one-time PEI program costs allocations for Fiscal Year 2010-11.

II. ALLOWABLE ONE-TIME COSTS

Service Function Code (SFC) 78: Other Non-Medi-Cal Client Support Expenditures

SFC 78 applies to one-time expenses associated with starting a new program that include general operating expenditures incurred in providing non-Medi-Cal client supports not otherwise reported in Treatment or Outreach Programs (Mode 05, 10, 15 or 55). Allowable expenses include credentialing and/or certification costs associated with the implementation of PEI - EBP, PP, CDE, and Pilot programs during FY 2010-11 only. Examples of allowable expenditures are training prior to the provision of services, EBP, PP, CDE, and Pilot programs' developer fees, training material costs, and/or staff time dedicated to program implementation.

III. REIMBURSEMENT

The procedures for reimbursement for One-Time Expenses Associated with Implementing a New MHSA PEI Program are provided in this Attachment A.

ONE-TIME EXPENSES ASSOCIATED WITH IMPLEMENTING A NEW MENTAL HEALTH SERVICES ACT PROGRAM REIMBURSEMENT PROCEDURES

The following procedures shall be used for reimbursement of One-Time MHSA expenditures:

1. ONE-TIME COSTS ELIGIBLE FOR REIMBURSEMENT

Service Function Code 78: One-Time Non-Medi-Cal Client Support Expenditures

2. REIMBURSEMENT GUIDELINES

The funds allocated for one-time costs shall be used only when no other non-Medi-Cal funds are available during the first year in which a new PEI EBP, PP, CDE, and Pilot program(s) is/are initiated.

3. DOCUMENTATION REQUIREMENTS FOR REIMBURSEMENT

The following supportive documentation shall be maintained on file in accordance with the Records and Audits paragraph of the Agreement:

a. Original receipts to support payment invoices. If an original receipt is not obtainable, a copy of the receipt or justification as to why the receipt was not obtained should be retained;

b. Copies of signed checks issued; and

c. Documentation of costs associated with training of staff.

4. SUBMISSION OF MONTHLY INVOICES

Contractor shall, on the last day of each month, complete a separate One-time MHSA Expenses invoice indicating the funding source name, category of expenses (SFC 78) and the amount spent, including staff salaries. All claims are to be submitted by Contractor to DMH within sixty (60) days from the month in which the expenditure occurred.

The One-time MHSA Expenses Claim form(s) (Attachment B) shall be submitted to:

County of Los Angeles – Department of Mental Health
550 S. Vermont Avenue
Los Angeles, CA 90020
ATTN: Provider Reimbursement

5. DMH REVIEW AND APPROVAL OF INVOICES

The DMH PEI Program Manager will review monthly invoices and sign to affirm that expenditures meet established procedures for One-time Expenses Associated with Implementing a New MHSA PEI program. Approved invoices will be forwarded to the DMH Provider Reimbursment Unit for payment.

DMH shall process all completed requests for reimbursement on a monthly basis. The judgment of DMH as to the allowability of any expenditure shall be final.

6. **MONTHLY RECONCILIATION REPORT**

The amount of funds allocated for one-time MHSA expenditures associated with implementing a new PEI program must have been approved by the Department prior to the expenditures. Monthly disbursements reports will be generated by the Accounting Division for the Contractors and Program staff to ensure expenditures have not been exceeded. The County shall not be liable for reimbursement of any expenses claimable hereunder in the event that Contractor exceeds its allocation or violates the terms and conditions of these procedures or the Legal Entity Agreement.

ATTACHMENT B

(Invoice Form)

County of Los Angeles-Department of Mental Health-Provider Reimbursement Division
Monthly Claim for Cost Reimbursement
for PEI Evidence-based practices (EBP), Promising Practices (PP),
Community-Defined Evidence Practices (CDE), and Pilot Programs

SPECIAL HANDLING REQUIRED

Fiscal Year _____

SPECIAL HANDLING REQUIRED

One-Time MHSA Expenses

Funding Source Name: **MHSA PEI One-Time** **Age Group:** _____

Legal Entity Name: _____
Legal Entity Mailing Address: _____
Billing Month(s): _____ Contract Amendment No: _____
Provider Number(s): _____

1. One-Time Costs:
   - 1.1 C. SFC 78 Other Non Medi-Cal Client Support Expenditures One-time EBP, PP, CDE, and/or Pilot program Training costs _____ (1.1)
2. Less: Patient & Third Party Revenues
   - 2.1 Patient Fees _____ (2.1)
   - 2.2 Patient Insurance _____ (2.2)
   - 2.3 Medicare _____ (2.3)
   - 2.4 Other. _____ _____ (2.4)
3. Total Revenues (add lines 2.1 through 2.4) _____ (3.)
4. Expenditures less revenues (subtract line 3 from line 1.1) _____ (4.)
5. **Net Payable** _____ (5.)

Comments _____

I hereby certify that all information contained above are services and costs eligible under the terms and conditions for reimbursement under One Time Expenses and is true and correct to the best of my knowledge. All supporting documentation will be maintained in a separate file for the period specified under the provisions of the Mental Health Services Agreement - Legal Entity, Paragraph 12, Subparagraph A, Section (1), Sub-sections (1)(a) and (1)(b), Section (2), Section (3), and Section (4).

Signature: _____ Phone No. _____

Title _____ Date _____

Program Approval: LAC-DMH PEI Manager, 6th floor

_____ _____
Approved By (signature) Date

_____ _____
Print Name Title

SERVICE EXHIBIT _____

PREVENTION AND EARLY INTERVENTION (PEI) PROGRAMS

Provided under the
Mental Health Services Act

1. **GENERAL**

The Prevention and Early Intervention (PEI) Plan, the second largest component of the Mental Health Services Act (MHSA) focuses on evidence-based services, education, support, and outreach to help inform and identify those who may be affected by some level of mental health issue. Providing mental health education, outreach and early identification (prior to diagnosis) can mitigate costly negative long-term outcomes for mental health consumers and their families.

2. **PEI PROGRAMS**

Early Intervention programs, include evidence-based programs (EBPs), promising practices (PPs) and community-defined evidence (CDEs) practices, and are services delivered by clinical staff, as part of multi-disciplinary treatment teams. The intent of the programs are to 1) identify Young Children (ages 0-5), Children (ages 6-15), TAY (ages 16-25), Adults (ages 26-59), and Older Adults (ages 60 and over) who have experienced or have been exposed to or experienced traumatic events such as child sexual abuse, domestic violence, traumatic loss, and/or who are diagnosed with or experiencing difficulty related to symptoms such as Post-Traumatic Stress Disorder (PTSD), depression, anxiety, or co-occurring disorders, and 2) provide early intervention mental health services to reduce the impact of the identified symptoms. Specifically, the focus of the early intervention model is 1) to reduce trauma related symptoms and/or substance abuse, increase resilience, increase peer and parental support for young children/children/TAY/adults/older adults, and 2) improve access to mental health services for those who are underserved either because they are unaware of available services or because they may be reluctant to access services due to stigma and/or discrimination. The services to be provided hereunder are described in Contractor's/Provider's (Contractor's) Proposal/Negotiation Package for the Legal Entity Agreement (Agreement), including any addenda thereto, as approved in writing by the Director of Mental Health.

Table 1. PEI Programs

	Program Name	Summary Description	Age Groups Served
1	Aggression Replacement Training (ART)	A multi-level, family-centered intervention targeting youth at risk for substance abuse or behavior problems. Designed to address the family dynamics of adolescent problem behavior, the long term goals are to arrest the development of teen antisocial behaviors and drug experimentation. The intervention uses a "tiered" strategy with each level (universal, selective, and indicated) building on the previous level. Strategies targeting parents: based on evidence about the role of coercive parenting strategies in the development of problem behaviors in youth. Curriculum for teens: takes a social learning approach to behavior change and concentrates on setting realistic goals for behavior change, defining reasonable steps toward goal achievement, providing peer support for pro-social and abstinent behavior.	Children (ages 12-15) TAY (ages16-17)
2	Alternatives for Families – A Cognitive Behavioral Therapy (AF-CBT)	AF-CBT is designed for children, parents, caregivers, and families at risk of physically abusive or coercive behavior. AF-CBT incorporates several behavioral and cognitive-behavioral methods that have been described and examined for use with physically abusive or at-risk families in several studies over the past four decades. AF-CBT emphasizes training in both intrapersonal and interpersonal skills designed to enhance self-control, promote positive family relations, and reduce violent behavior. Its primary techniques include affect regulation, behavior management, social skills training, cognitive restructuring/problem-solving, and communication. Common treatment goals include reducing a caregiver's level of anger and use of force, promoting non-aggressive (alternative) discipline strategies, minimizing family risks for re-abuse, enhancing a child's coping skills, and encouraging non-aggressive family problem-solving and communication.	Children (ages 5-15)
3	Brief Strategic Family Therapy (BSFT)	A family-based intervention designed to prevent and treat child and adolescent behavior problems. BSFT targets children and adolescents who are displaying or are at risk for developing behavior problems, including substance abuse. The goal of BSFT is to improve a youth's behavior problems by improving family interactions that are presumed to be directly related to the child's symptoms, thus reducing risk factors and strengthening protective factors for adolescent drug abuse and other conduct problems. BSFT is a short-term, problem oriented EBP intervention targeted for youth with substance abuse and conduct problems.	Children
4	Caring for Our Families (CFOF)	A culturally appropriate adaptation of national "Family Connections" model that includes community outreach, family assessment, and individually tailored program of counseling, referrals and linkages. The goal is to help families meet the basic needs of their children and reduce the risk of child neglect. The core components of FC include (a) emergency assistance/concrete services; (b) home-based family intervention (e.g., family assessment, outcome-driven service plans, individual and family counseling); (c) service coordination with referrals targeted toward risk (e.g., substance abuse treatment) and protective factors (e.g., mentoring program); and (d) multi-family supportive recreational activities (e.g., theme-based gatherings such as Black History month, trips to museums, etc.).	Children
5	Child-Parent Psychotherapy (CPP)	Specialized services delivered by mental health clinicians, as part of multi-disciplinary treatment teams. CPP is a psychotherapy model that integrates psychodynamic, attachment, trauma, cognitive-behavioral, and social-learning theories into a dyadic treatment approach designed to restore the child-parent relationship and the child's mental health and developmental progression that have been damaged by the experience of domestic violence. CPP is intended as an early intervention for children ages birth to 5 years who may be at risk for acting-out and experiencing symptoms of depression and trauma, particularly those individuals who are not currently receiving mental health services.	Young Children (ages 0-5)

Table 1. PEI Programs

	Program Name	Summary Description	Age Groups Served
6	Center for the Assessment and Prevention of Prodromal States (CAPPS) Program	Designed to provide early prevention strategy aimed at the early identification of individuals at risk for psychosis and to provide preventive interventions targeting both conversion to psychosis and functional disability in TAY clients who are experiencing prodromal symptoms of their first-break psychosis. The CAPPS Program has made significant progress in the prediction of schizophrenia and related disorders, as well as in the identification of biological and psychosocial factors associated with their onset. They have translated this knowledge into their clinical work with clients experiencing their first-break psychosis and early onset of serious mental illnesses with psychotic features. The first year preceding full psychosis provides a critical time when preventive interventions can be made for greatest impact.	TAY
7	Cognitive Behavioral Intervention for Trauma in School (CBITS)	An early intervention for children who may be at risk for acting-out, and symptoms associated with depression and trauma, particularly those individuals who are not currently receiving mental health services. Services are specialized mental health services delivered within the school setting by clinical staff, as part of multi-disciplinary treatment teams. The intent is to identify children who have experienced or have been exposed to traumatic events, identify those students experiencing difficulty related to symptoms of Posttraumatic Stress Disorder (PTSD), depression or anxiety, and provided early intervention mental health services to reduce the impact of the identified symptoms. Specifically, it is to reduce trauma related symptoms, increase resilience, and increase peer and parental support, for students at risk of school failure and improve access to mental health services for those who are underserved, either because they are unaware of available services or may be reluctant to access services due to stigma and/or discrimination.	Children (ages 10-15) TAY
8	Crisis Oriented Recovery Services (CORS)	A short-term intervention designed to provide immediate crisis intervention, address identified case management needs, and assure hard linkage to ongoing services. The primary objective is to assist individuals in resolving and/or coping with psychosocial crises by mitigating additional stress or psychological harm. CORS promotes the development of coping strategies that individuals can utilize to help restore them to their previous level of functioning prior to the crisis event. Services are designed to provide alternatives to emergency room care, acute inpatient hospitalizations or other institutional care. Immediate access to short-term crisis intervention, mental health and case management services is at the core of the program.	Children TAY Adults Older Adults
9	Depression Treatment Quality Improvement Intervention (DTQI)	Service are delivered to individuals experiencing depressive symptoms and impaired functioning. DTQI is an action orientated therapy that assumes that maladaptive, or faulty, thinking patterns cause maladaptive behavior and negative emotions. The treatment focuses on changing an individual's thoughts or cognitive patterns, in order to change his/her behavior and emotional state. Group has two purposes, psychoeducation and psychotherapy. During the psychoeducation component of the program individuals can learn about major depression and ways to decrease the likelihood of becoming depressed in the future. During the psychotherapy component, individuals who are currently depressed can gain understanding about factors that have contributed to the onset and maintenance of their depression and learn ways to treat their disorder.	Children (ages 12-15) TAY (ages16-20)
10	FOCUS (Families OverComing Under Stress): (FOCUS)	FOCUS is a family-centered resiliency training program based on interventions previously found to improve psychological health and developmental outcomes for highly stressed children and families.	Adults
11	Functional Family Therapy (FFT)	A family-based prevention and intervention program for dysfunctional youths targeting ages 11-18. Program has been successful in a variety of multi-ethnic, multicultural contexts to treat a range of high-risk youths and their families. This model allows for successful intervention in complex and multi-dimensional problems through clinical practice that is flexibly structured and culturally sensitive. Specific phases for this model: 1) engagement/motivation, 2) behavior change, and 3) generalization.	Children (ages 10-15) TAY (ages16-18)

Table 1. PEI Programs

	Program Name	Summary Description	Age Groups Served
12	GLBT CHAMPS	Gay/Lesbian/Bisexual/ Transgender Comprehensive HIV & At-Risk Mental Health Service GLBT CHAMPS is a comprehensive package of interventions with enhanced case management and outreach intervention, mobile van HIV testing, and a CDC evidence-based social skills intervention for enhancing risk reduction education and decreasing stigma among HIV+ African American females (SISTA). Some of the elements of this program are consistent with PEI, while others are consistent it CSS.	TAY
13	Group CBT for Major Depression Group CBT)	Group CBT focuses on changing an individual's thoughts (cognitive patterns) in order to change his or her behavior and emotional state. Treatment is provided in a group format and assumes maladaptive, or faulty, thinking patterns cause maladaptive behavior and negative emotions. Group format is particularly helpful in challenging distorted perceptions and bringing thoughts more in line with reality. Cultural tailoring of treatment and case management shows increased effectiveness for low-income Latino and African-American adults.	TAY (18 – 25) Adults Older Adults
14	Incredible Years (IY)	A set of comprehensive, multifaceted, and developmentally based curricula targeting primarily 2-12 year old children, their parents and teachers. Program based on developmental theory of the role of multiple interacting risk and protective factors in the development of conduct problems. The three components are: Parent training intervention (focus on strengthening parenting competencies, parents' involvement in child's activities to reduce delinquent behavior); Child training curriculum (strengthen children's social/emotional competencies); and Teacher training intervention (focus on teachers' classroom management strategies, promoting pro-social behavior and school readiness). This intervention helps teachers work with parents to support their school involvement and promote consistency between home and school. All three training interventions utilize videotaped scenes to structure content and group discussion.	Children (ages 0-12)
15	Interpersonal Psychotherapy for Depression (IPT)	With targeted population of adolescents, with depression, ages 12-18, IPT was developed for the treatment of ambulatory depressed, non-psychotic, non-bipolar patients. Successful treatment for depression, modified to treat other psychiatric disorders and patient populations (late-life, primary medical care). Primary uses: short term therapy (16 weeks), but also has been modified for use as a maintenance therapy for patients with recurrent depression. Includes specific strategies such as assessing the symptoms of depression, relating the onset of the depressive inventory and selecting a focus for the treatment for the following problem areas: delayed/incomplete grief, role transitions, role disputes, or interpersonal deficit. Tasks usually accomplished in the first three sessions.	TAY
16	Loving Intervention Family Enrichment Program (LIFE)	An adaptation of Parent Project, a national model which is a 22-week skills-based curriculum for parents of children at risk of or involved with the juvenile justice system and multi-family group therapy. The program was designed for low income Latino families with monolingual (Spanish) parents of children at high-risk of delinquency and/or school failure.	Children TAY
17	Managing and Adapting Practice (MAP)	MAP is designed to improve the quality, efficiency, and outcomes of children's mental health services by giving administrators and practitioners easy access to the most current scientific information and by providing user-friendly monitoring tools and clinical protocols. Using an online database, the system can suggest formal evidence-based programs or, alternatively, can provide detailed recommendations about discrete components of evidence-based treatments relevant to a specific youth's characteristics. Whether services are delivered through existing evidence-based programs or assembled from components, the MAP system also adds a unifying evaluation framework to track outcomes and practices. The current state-of-the-art treatments in behavioral healthcare are evidence-based protocols targeted to defined client problems that are tested through randomized clinical trials.	Children (ages 3-15) TAY (ages 6-18)

Table 1. PEI Programs

	Program Name	Summary Description	Age Groups Served
18	Mental Health Integration Program (MHIP) also know as Improving Mood – Promoting Access to Collaborative Treatment (IMPACT)	MHIP (an adaptation of Improving Mood – Promoting Access To Collaborative Treatment (IMPACT), is an evidence-based treatment program for common mental health disorders (e.g. depression, anxiety) that integrates health and mental health systems of care. The intent of MHIP is to identify adults in the early stages of an episode in order to decrease symptoms, improve medication adherence when medication has been prescribed, and increase levels of behavioral and social functioning. Integrating behavioral health services within a primary care facility places mental health resources and psychiatric consultation within easy reach of primary care providers who are often the first point of contact for individuals in the midst of an episode or in the beginning stages of one. The intent of the service is to streamline access to treatments for depression and anxiety so that an intervention can occur as soon as possible. Patients may receive psycho-educational materials, medication, or interventions aimed at improving problem solving and other coping skills. Following successful response to treatment, patients are monitored and counseled on ways of avoiding symptom relapse. MHIP helps primary care providers (PCPs) and behavioral health providers integrate early identification, assessment, and treatment within the same clinic setting.	Adults
19	Mindful Parenting Groups (MPG)	Twelve week parenting program for parents and caregivers of infant, toddler and preschool children at risk to mental health problems and disrupted adoptions. Weekly sessions are sequenced to include parental engagement and skill building. Bilingual-Bicultural clinicians offer this service to monolingual Spanish speaking parents. In addition, the groups have been successful with gay and lesbian parents and bi-racial couples. The intervention is tailored to the parenting traditions and cultures of the parents in the group. In addition, discrimination (particularly as it relates to non traditional families) is explored as an additional parenting stressor	Young Children (ages 0-5)
20	Multidimensional Family Therapy (MDFT)	A family-based treatment and substance-abuse prevention program for adolescents (11-18) with drug and behavior/conduct problems. Treatment seeks to significantly reduce or eliminate an adolescent's substance abuse and other problem behavior, to improve overall family functioning through multiple components, assessments, and interventions in several core areas of life. With two separate and distinct objectives for both adolescent and parent, there are also two intermediate intervention goals for every family: 1) helping the adolescent achieve an interdependent attachment/bond to parents/family; and 2) helping the adolescent forge durable connections with pro-social influences such as schools, peer groups, and recreational and religious institutions.	Children TAY
21	Multisystemic Therapy (MST)	Targets youth (12-17) with criminal behavior, substance abuse and emotional disturbance, as well as juvenile probation youth. MST typically uses a home-based model of service delivery to reduce barriers that keep families from accessing services. MST therapists concentrate on empowering parents and improving their effectiveness by identifying strengths and developing natural support systems (e.g. extended family, friends) and removing barriers (e.g. parental substance abuse, high stress). Specific treatment techniques used to facilitate these gains are integrated from those therapies that have the most empirical support, including behavioral, cognitive-behavioral, and the pragmatic family therapies. This family-therapist collaboration allows the family to take the lead in setting treatment goals as the therapist helps them to accomplish their goals.	Children TAY
22	Promoting Alternative Thinking Strategies (PATHS)	PATHS is a school-based preventive intervention for children in preschool or elementary school designed to enhance areas of social-emotional development such as self-control, self-esteem, emotional awareness, social skills, friendships, and interpersonal problem-solving skills while reducing aggression and other behavior problems. Skill concepts are presented through direct instruction, discussion, modeling, storytelling, role-playing activities, and video presentations.	Children

Table 1. PEI Programs

	Program Name	Summary Description	Age Groups Served
24	Parent-Child Interaction Therapy (PCIT)	Highly specified, step-by-step, live-coached sessions with both the parent/caregiver and the child. Parents learn skills through PCIT didactic sessions, and, using a transmitter and receiver system, the parent/caregiver is coached in specific skills as he or she interacts in specific play with the child. The emphasis is on changing negative parent/caregiver-child patterns.	Young Children (ages 2-5) Children (ages 6-12)
24	Program To Encourage Active Rewarding Lives For Seniors (PEARLS)	The PEARLS Program is a highly effective method designed to reduce depressive symptoms and to improve the quality of life in older adults. During six to eight sessions that take place in the client's home and focus on brief behavioral techniques. PEARLS Program counselors empower individuals to take action and make lasting changes so that they can lead more active and rewarding lives. The PEARLS Program focuses on teaching each client the skills necessary to move to action and make lasting life changes, is delivered in the client's home, and is designed to be delivered in the community, primarily through existing service-provision programs. PEARLS, takes a team-based approach, involving PEARLS counselors, supervising psychiatrists and medical providers. The program aims to improve quality of life as well as reduce depressive symptoms, and is well-suited for individuals with chronic illness.	Older Adults
25	Prolonged Exposure Therapy for Post-Traumatic Stress Disorder (PE-PTSD)	PE-PTSD is designed as an early intervention, cognitive behavioral treatment model for individuals (18–70 years) who may be experiencing symptoms indicative of early signs of mental health complications due to experiencing one or more traumatic events. PE-PTSD can be used to treat Veterans and/or their families who have experienced single or multiple/continuous traumas and have post-traumatic stress disorder (PTSD). The individual therapy is designed to help clients process traumatic events and reduce their PTSD symptoms as well as depression, anger, and general anxiety. Treatment consists of 8-15 sessions conducted once or twice weekly for 90-minutes each.	TAY Adults Older Adults
26	Reflective Parenting Program (RPP)	Reflective Parenting Program focuses on enhancing the bonds between parents and children to improve parenting outcomes, and support emotionally healthy children. Parents and caregivers participate in a ten week workshop series designed to increase parental reflective functioning.	Children (ages 0-5)
27	Seeking Safety (SS)	Designed for flexible use with diverse populations and settings (outpatient, inpatient, residential) and can be conducted in group (males, females, mixed gender) or individual format. It has been found to be a cost-effective treatment which can be deployed quite quickly by clinicians. Seeking Safety has been used with people who have a trauma history, but do not meet criteria for PTSD, and with clients with varying degrees of substance abuse/dependence. Treatment is intended for individuals or groups who are trauma-exposed, experiencing symptoms of trauma(s) and/or substance abuse.	TAY
28	Strengthening Families (SF)	A family-skills training intervention designed to enhance school success and reduce substance use and aggression among youth. Sessions provide instruction for parents on understanding the risk factors for substance use, enhancing parent-child bonding, monitoring compliance with parental guidelines, and imposing appropriate consequences, managing anger and family conflict, and fostering positive child involvement in family tasks. Children receive instruction on resisting peer influences.	Children (ages 3-15) TAY (ages 16-18)
29	Trauma Focused CBT (TF-CBT)	An early intervention for children who may be at risk for symptoms of depression and psychological trauma, subsequent to any number of traumatic experiences, particularly those individuals who are not currently receiving mental health services. Services are specialized mental health services delivered by clinical staff, as part of multi-disciplinary treatment teams. Program is intended to reduce symptoms of depression and psychological trauma, which may be the result of any number of traumatic experiences (e.g., child sexual abuse, domestic violence, traumatic loss, etc.), for children and TAY receiving these services.	Young Children Children TAY (ages16-18)

Table 1. PEI Programs

	Program Name	Summary Description	Age Groups Served
30	Triple P Positive Parenting Program (Triple P)	Triple P is intended for the prevention and early intervention of social, emotional and behavioral problems in childhood, the prevention of child maltreatment, and the strengthening of parenting and parental confidence. An EBP parenting program and system for delivering parenting information to large and small populations. DMH is implementing two Level Four early interventions, the basic parenting modules: Standard Triple P and Standard Teen Triple P. Triple P programs, extensively researched within the United States and abroad, have been found to be an effective intervention for diverse cultural populations. Target population is towards parents/caregivers of children ages 0-16 years.	Young Children (ages 0-5) Children
31	UCLA Ties Transition Model (UCLA TTM)	UCLA Ties Transition Model (TTM) – Young Children. UCLA Ties Transition Model is a multi-tiered transitional and supportive intervention for adoptive parents of high-risk children. Families participate in three 3-hour psycho-educational groups. Additional service and support options available to families, including older children, for up to one year (e.g., monthly support sessions, adoption-specific counseling, home visiting if child is less than age 3, interdisciplinary educational and pediatric consultation).	Young Children (ages 0-5)

3. **PERSONS TO BE SERVED**

3.1 The PEI programs shall target services towards young children, children, TAY, adults, and older adults and/or their parents/caregivers. The PEI programs are intended as an early intervention for all age groups who may be at risk for acting-out or who are diagnosed with or at risk of any number of mental health symptoms associated with depression, anxiety, psychological trauma, or co-occurring disorders, and are intended particularly for those individuals who are not currently receiving mental health services.

3.2 The PEI Plan identified specific EBPs, PPs, and CDEs for each of the nine designated PEI Projects. Table 2 lists the PEI programs that are assigned to each PEI project. DMH will assign the designated percentage of claims to the appropriate PEI project.

Table 2. PEI Programs Assigned to PEI Projects

PEI PROGRAMS	Project 1. School-Based Services	Project 2. Family Education and Support	Project 3. At-Risk Family Services	Project 4. Trauma Recovery Services	Project 5. Primary Care & Behavioral Health	Project 6. Early Care and Support for TAY	Project 7. Juvenile Justice Services	Project 8. Early Care and Support for Older Adults	Project 9. Improving Access to Under-served Populations
1. ART	33.3%					33.3%	33.3%		
2. AF-CBT			100%						
3. BSFT			100 %						
4. CFOF		50%	50%						
5. CPP			50%	50%					
6. CBITS	50 %						50%		
7. CAPPS						100%			
8. CORS				100%					
9. DTQI						50%	50%		
10. FOCUS									100%
11. FFT							100%		
2. GLBT									100%
3. Group CBT			100%						
14. IY		50%	50%						
15. IPT						100%			
16. LIFE							100%		
17. MAP	25%	25%	25%	25%					
18. MHIP					100%				
19. MPP		50%	50%						
20. MDFT	25%					50%	25%		
21. MST							100%		
22. PATHS	50%	50%							
23. PCIT			50%	50%					
24. PEARLS								100%	
25. PE-PTSD									100%
26. RPP		100%							
27. SS				50%		50%			
28. SF	100%								
29. TF-CBT				25%		25%	25%		25%
30. Triple P		50%	50%						
1. UCLATTM			100%						

4. **SERVICE DELIVERY SITE**

Services shall be delivered at the service delivery sites listed in the Agreement. Contractor shall request approval from the DMH PEI Program Manager in writing a minimum of 60 days before terminating services at any of the location(s) listed on its Agreement and/or before commencing services at any other location(s) not previously approved in writing by the DMH PEI Program Manager. All service delivery sites listed on the Contractor's Agreement shall be operational within 30 days of the commencement of the Agreement.

5. **PROGRAM ELEMENTS AND SERVICES**

Contractor shall provide the following services:

5.1 Culturally and Linguistically Appropriate Services. Services shall be delivered by professional staff that have similar cultural and linguistic backgrounds to those of the client population(s) being served. Contractors shall understand and utilize the strengths of culture in service delivery and incorporate the languages and cultures of their clients into the services that provide the most effective outcomes. If a Contractor elects to deliver specialized linguistically appropriate services through a subcontract agreement [refer to Agreement paragraph on Subcontracting] then Contractor shall ensure that individuals providing these services are participating members of multi-disciplinary teams.

5.2 Program Model. The PEI programs are empirically based and research proven treatment models, which are effective for resolving symptoms of PTSD, depression, anxiety, behavioral difficulties, substance abuse, and/or other problems related to trauma. Specifically, vis-à-vis group therapy sessions, complimented by individual and parent/collateral therapy sessions, during which the PEI programs techniques are implemented and reinforced, participants evidenced a significant improvement in behavioral and mental health symptoms. The PEI programs may incorporate psychoeducation and parent education, relaxation training, cognitive therapy, real-life exposure, affective modulation, and/or social problem solving skills.

5.3 Outpatient Mental Health Services. The PEI programs models identified above may be offered via usual outpatient modes of service listed below. Some services such as medication support or crisis intervention, which are not formal aspects of the PEI programs curricula, may also be offered during the course of

treatment in order to provide for emergent client needs. However, clients requiring additional care extending beyond completion of these programs curricula should be referred to specialty mental health services for longer term or more intensive interventions. Contractors retain clinical responsibility for such cases until they are successfully transitioned. All Outpatient Mental Health Services should be implemented by staff who reflect the community's cultural, ethnic and language characteristics.

5.3.1 Individual Therapy. Services are provided for individual clients utilizing the PEI programs curricula. As with most PEI interventions, individual therapy is limited to the treatment protocols contained within the programs materials. In most instances, individual therapy is short-term and in most cases, should terminate following the completion of the programs curricula. Clinical tasks include developing diagnoses, treatment planning, and the provision of the programs curricula.

5.3.2 Collateral. Collateral sessions with parents or caregivers are scheduled parallel to the child's individual sessions. These sessions may occur weekly at the onset of treatment and taper over the course therapy, as the clinician transitions from the parallel individual and collateral sessions to conjoint parent-child sessions. In those situations where on-going contact with individual parents/caregivers is desirable, then the family should be transitioned to a more intensive service. Clinical tasks include completing the intake assessment, psychoeducation and developing parenting skills, completing screenings and outcome measures, and treatment referrals.

5.3.3 Family Therapy. Services are provided for families utilizing the PEI programs curricula. As with most PEI interventions, family therapy is a component of the programs curricula. In most instances, family therapy is short-term and should terminate following the completion of these programs curricula. These services include developing diagnoses, treatment planning, and the provision of these programs curricula.

5.3.4 Assessment. Services are provided at intake and other critical junctures during the PEI programs curricula in order to ascertain progress. Clinical tasks include intake assessment, screenings, and on-going clinical assessment of treatment outcomes.

5.3.5 Case Management. This service is meant for clients in order to keep them engaged with treatment or connected with other ancillary services. Clinical tasks include referral and linkage to specialty mental health services. Contractor will identify appropriate referrals to those patients that are in need of a longer term or more intensive treatment. In these situations, Contractor will retain clinical responsibility for such cases until they are successfully transitioned into the appropriate setting.

5.3.6 Crisis Intervention. This service is available for situations where immediate action is necessary to help families manage crises. Clinical tasks include brief assessment or screenings, crisis intervention protocols, and treatment referrals.

5.3.7 Medication Support. This service is available for situations where a child has been identified with a disorder amenable to psychotropic medication. Medication support can work in conjunction with the other services above. Clinical tasks include prescribing, administering, and dispensing medications, and assessment of medication effects.

5.3.8 Team Conferencing/Case Consultation. This service is available to assist in treatment planning, supervision, and fidelity adherence procedures. Clinical tasks include clinical case consultation, team conferencing, and fidelity control procedures.

5.4 Core and Ancillary Services. Each EBP/PP/CDE has specific services that are core (mandatory) to that particular model. Ancillary (optional) services may also be billed. Attachment A identifies the core and ancillary services for each PEI EBP/PP/CDE model. This listing is subject to revision by DMH and notification to the Contractor.

6. STAFF TRAINING

6.1. Mandatory Training. Unless approved by DMH, agency staff must be sufficiently trained in the EBP, PP, or CDE prior to providing the specific PEI programs as a direct service. For staff that has had prior training, but may not have been actively practicing the service, a refresher course or booster training session is highly recommended.

6.2 Training Coordinator. Contractor shall identify a Training Coordinator to 1) to identify staff eligible for training who meet the minimum professional

qualifications to provide PEI program services; 2) identify staff with sufficient prior training to offer the specific PEI program services; and 3) ensure training on the EBP/PP/CDE model to maintain a high standard of care and treatment fidelity; and 4) submit documentation to DMH attesting that identified staff have met the standards required in the EBP/PP/CDE protocol. Contractor shall provide the Training Coordinator's contact information to DMH PEI Administration.

6.3 EBP/PP/CDE Trained Staff. Contractor shall provide DMH with periodic written reports as requested identifying the staff providing EBP/PP/CDE services, including information on professional credentials, licensure/waivers, discipline, EBP/PP/CDE workshop/training attended with dates of attendance, and any certifications that resulted from training activities.

6.4 Authorized Trainers. Only trainers who are currently authorized and acknowledged by the EBP/PP/CDE developer (or individual or corporate entity holding copyrights and/or intellectual property rights for the EBP/PP/CDE service) are considered sufficiently qualified to train agency staff under the scope of this protocol. It is the responsibility of the provider agency and training coordinator to insure that only authorized trainers are used.

7. SERVICE GOALS AND OUTCOMES

Each PEI EBP/PP/CDE has identified outcomes and outcome measures that must be utilized in the delivery of services. The utilization of the outcome measures and reporting of the data is mandatory. The outcome measures for each EBP/PP/CDE are listed in Attachment B – PEI Outcomes Measures. The outcomes measures on this chart are subject to change.

8. QUALITY MANAGEMENT AND DATA COLLECTION

8.1 Quality Management,

8.1.1 Contractor shall establish and implement a comprehensive written Quality Management Program and Plan including Quality Assurance and Quality Improvement processes to ensure the organization monitors, documents and reports on required EBP/PP/CDE services provided and that identified measurable performance outcomes are attained. Quality Management activities are focused on assuring that the quality of

services meets the contract requirements for the timeliness, accuracy, completeness, consistency and conformity to requirements as set forth in this Service Exhibit. The plan shall be submitted to DMH for review and approval. The plan shall be effective on the contract start date and shall be updated and re-submitted as changes are needed and/or as changes occur.

8.1.2 Contractor's plan shall specifically describe the methods by which performance outcomes will be measured and attained. The plan shall describe the quality monitoring methods and activities to be implemented to assure the stated measurable performance outcomes and specified contract requirements are met, including qualifications of monitoring staff, samples of monitoring forms and identification of related accountability reporting documents. The plan shall describe the methods and frequency by which the qualifying knowledge, skills, experience, and appropriate licenses and/or credentials of professional staff is properly assured, supervised, and maintained during the life of the contract. Further, the plan shall describe methods for identifying, preventing and correcting barriers/deficiencies/problems related to the quality of services provided before the level of performance becomes unacceptable. The description of the methods shall include quality improvement strategies and interventions. The Contractor's plan shall be in keeping with the Department's Quality Improvement Work Plan, to the extent possible and as appropriate, with a focus on monitoring and improving the services provided and ensuring performance outcomes are achieved.

8.2 Data Collection. Contractor shall have the ability to collect, manage, and submit data and reports as directed by the DMH to demonstrate, profile, track, and document the effectiveness of: services delivered, performance outcomes, and quality improvement interventions including pertinent demographics of persons receiving services. Contractor's plan shall include a description of appropriate specific measures and data analysis methods that are currently in place and/or those to be developed to ensure accuracy of data for services delivered and performance outcomes measured. The plan shall include a description of how data accuracy problems will be managed and resolved including a description of

current data collection, data entry, data analysis, data reporting, and/or other data accuracy problems and actions already taken.

9. **PERFORMANCE-BASED CRITERIA:**

9.1 DMH shall evaluate Contractor on five (5) Performance-based Criteria that shall measure the Contractor's performance related to operational measures that are indicative of quality program administration. These criteria are consistent with the MHSA and the PEI Plan. These measures assess the agency's ability to provide the required services and to monitor the quality of the services.

9.2 Contractor shall collaborate with DMH to provide processes for systematically evaluating quality and performance indicators and outcomes at the program level. Should there be a change in federal, State and/or County policies/regulations, DMH, at its sole discretion, may amend these Performance-based Criteria via a contract amendment.

9.3 Contractor shall cooperate with DMH in the regularly scheduled monitoring of the program, including review of agency and program records, site visits, telephonic conferences, correspondence, and attendance at contractor meetings where the Contractor's adherence to the performance-based criteria will be evaluated.

9.4 The Performance-based Criteria for each EBP/PP/CDE are as follows:

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
1. Agency has required multidisciplinary and multi-lingual team staffing	Negotiation package, staff roster, List of Treatment Staff Language Capability	Agency hires staff as stipulated annually resulting in an increase of culturally and linguistically appropriate staff
2. Complete and accurate records are maintained that track referrals, usage, expenditure, as well as specific demographic, diagnostic, and outcome data for program participants	Review of monthly utilization reports for accuracy and completeness	Proposer maintains an accurate and complete database for the EBP/PP/CDE, including all relevant back-up documentation, (e.g., referral forms) and required reports are submitted to DMH on or before due date.
3. Agency identifies and appropriate staff responds to referrals in a timely manner	Centralized tracking of patients and time-to-treat interval	100% of referrals are assigned to the EBP/PP/CDE treatment within two weeks of contact

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
4. Treatment protocols used are consistent with evidence based treatment guidelines	Verification of staff training and utilization of training and treatment manuals	100% of clients and their families receive treatment consistent with the EBP/PP/CDE Program
5. Agency has completed appropriate outcome measures, as determined by DMH	Agency completes appropriate outcome measures in formats and schedules designated by DMH	Outcome measurements are given at intake (prior to first session) and upon discharge

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MHSA PEI PROGRAMS CORE INTERVENTIONS AND ANCILLARY SERVICES GUIDE

Attachment A

Core Interventions are those services intrinsic to the delivery of expected outcomes for the PEI program. Ancillary Services are those services that are not Core Interventions of the PEI program, but are required to meet emergent client needs. They should be short-term and should terminate upon completion of the PEI program.
All service delivery must adhere to the Scope of Practice guidelines in the current version of *A Guide to Procedure Codes for Claiming Mental Health Services* . The current version is available on the County of Los Angeles Department of Mental Health website. For a complete list of Options 1 and 2 of the Evidence-Based Practices/Service Strategies, please refer to the following link: http://dmh.lacounty.gov/hipaa/documents/PEITABLERevisedV9_002.pdf.

	Selecting an EBP/SS Option When claiming Core Interventions under Option 2, an EBP Code must be selected and, when appropriate, up to two Service Strategies	Selecting an EBP/SS Option When claiming an Ancillary Service, you must select codes from either Option 1 or Option 2. Under Option 1 select either 00 = No EBP/SS or 99 = Unknown EBP/SS. Under Option 2, you may select up to 3 Service Strategies only; an EBP should never be selected.
PEI Program	**Core Interventions** (A minimum of 51% of PEI services delivered)	**Ancillary Services*** (Not to exceed 49% of PEI services delivered)
AFCBT (Abuse Focused-Cognitive Behavioral Therapy)	Under Development	
ART (Aggression Replacement Training)	Assessment Collateral Group Psychotherapy Group Rehabilitation Individual Psychotherapy *(To "make up" a missed group session)* Individual Rehabilitation Service *(To "make up" a missed group session)*	Definition of Ancillary: Any mental health service listed in your agency contract but not listed in this table as a core intervention for the specific PEI Program can be claimed to the appropriate PEI Plan in the same manner that the core interventions are claimed while the individual is receiving core intervention mental health services under a PEI Program.
BST (Brief Strategic Family Therapy)	Assessment Collateral Family Psychotherapy Individual Psychotherapy Individual Rehabilitation Service Targeted Case Management	

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PEI Program	Core Interventions (A minimum of 51% of PEI services delivered)	Ancillary Services* (Not to exceed 49% of PEI services delivered)
CBITS (Cognitive Behavioral Intervention for Trauma in Schools)	Assessment Collateral Group Psychotherapy Individual Psychotherapy Individual Rehabilitation Service *(For the purpose of administering the developer - specified Foa PTSD Screening Tool)*	
CFOF (Caring for Our Families)	Assessment Collateral Family Psychotherapy Group Psychotherapy Group Rehabilitation Individual Psychotherapy Individual Rehabilitation Targeted Case Management	
CORS (Crisis Oriented Recovery Services)	Assessment Collateral Family Psychotherapy Group Psychotherapy Individual Psychotherapy Targeted Case Management	Definition of Ancillary: Any mental health service listed in your agency contract but not listed in this table as a core intervention for the specific PEI Program can be claimed to the appropriate PEI Plan in the same manner that the core interventions are claimed while the individual is receiving core intervention mental health services under a PEI Program.
CPP (Child Parent Psychotherapy)	Assessment Collateral Crisis Intervention Family Psychotherapy *(Joint parent-child)* Individual Psychotherapy Individual Rehabilitation Service *(Concrete assistance with activities of daily living)* Interactive Psychotherapy *(Individual-play)* Targeted Case Management	
DTQI (Depression Treatment Quality Improvement Intervention)	Assessment Collateral Group Psychotherapy Individual Psychotherapy Targeted Case Management	

REVISED: 3/18/2011

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
MHSA PEI PROGRAMS CORE INTERVENTIONS AND ANCILLARY SERVICES GUIDE

PEI Program	**Core Interventions** (A minimum of 51% of PEI services delivered)	**Ancillary Services*** (Not to exceed 49% of PEI services delivered)
EDIPP (Early Detection & Intervention for Prevention of Psychosis)	Assessment Collateral Family Psychotherapy Group Rehabilitation *(Based on type of service and not on professional delivering the service)* Individual Psychotherapy Individual Rehabilitation Service *(Based on type of service and not on professional delivering the service)* Multi-family Group Psychotherapy Targeted Case Management	Definition of Ancillary: Any mental health service listed in your agency contract but not listed in this table as a core intervention for the specific PEI Program can be claimed to the appropriate PEI Plan in the same manner that the core interventions are claimed while the individual is receiving core intervention mental health services under a PEI Program.
FFT (Functional Family Psychotherapy)	Assessment Collateral Family Psychotherapy	
GLBT (GLBT CHAMPS: Comprehensive HIV & At-Risk Mental Health Services)	Under Development	
Group Cognitive Behavioral Therapy of Major Depression	Under Development	
IMPACT (Improving Mood-Promoting Access to Collaborative Treatment)	Under Development	
IPT (Interpersonal Psychotherapy for Depression)	Assessment Family Psychotherapy Group Psychotherapy Group Rehabilitation Individual Psychotherapy Individual Rehabilitation Service	
IY (Incredible Years)	Assessment Collateral Group Psychotherapy	

REVISED: 3/18/2011

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
MHSA PEI PROGRAMS CORE INTERVENTIONS AND ANCILLARY SERVICES GUIDE

PEI Program	Core Interventions (A minimum of 51% of PEI services delivered)	Ancillary Services* (Not to exceed 49% of PEI services delivered)
LIFE (Loving Intervention Family Enrichment Program)	Assessment Collateral Group Psychotherapy Group Rehabilitation Multi-family Group Psychotherapy	Definition of Ancillary: Any mental health service listed in your agency contract but not listed in this table as a core intervention for the specific PEI Program can be claimed to the appropriate PEI Plan in the same manner that the core interventions are claimed while the individual is receiving core intervention mental health services under a PEI Program.
MAP (Managing & Adapting Practice)	Assessment Collateral Family Psychotherapy Group Psychotherapy Group Rehabilitation Services Individual Psychotherapy Interactive Group Psychotherapy Interactive Psychiatric Diagnostic Interview Interactive Psychotherapy (Individual-play) Individual Rehabilitation Services Multi-family Group Psychotherapy Targeted Case Management Team Conference/Case Consultation	
MDFT (Multidimensional Family Therapy)	Assessment Collateral Family Psychotherapy Individual Psychotherapy Targeted Case Management Team Conference/Case Consultation	
MST (Multisystemic Psychotherapy)	Assessment Collateral Family Psychotherapy Targeted Case Management	
PCIT (Parent-Child Interaction Therapy)	Assessment Collateral Family Psychotherapy	
PE (Prolonged Exposure Therapy for Posttraumatic Stress Disorder)	Under Development	
Reflective Parenting Program	Under Development	

REVISED: 3/18/2011

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
MHSA PEI PROGRAMS CORE INTERVENTIONS AND ANCILLARY SERVICES GUIDE

PEI Program	Core Interventions (A minimum of 51% of PEI services delivered)	Ancillary Services* (Not to exceed 49% of PEI services delivered)
Seeking Safety	Assessment Family Psychotherapy Group Psychotherapy Group Rehabilitation Services Individual Psychotherapy Individual Rehabilitation Service Targeted Case Management	Definition of Ancillary: Any mental health service listed in your agency contract but not listed in this table as a core intervention for the specific PEI Program can be claimed to the appropriate PEI Plan in the same manner that the core interventions are claimed while the individual is receiving core intervention mental health services under a PEI Program.
SFP (Strengthening Families Program)	Assessment Collateral Family Psychotherapy Individual Psychotherapy	
TF-CBT (Trauma Focused Cognitive Behavioral Psychotherapy)	Assessment Collateral Family Psychotherapy *(Referred to as conjoint in TF-CBT model)* Individual Psychotherapy	
Triple P Level 4 Standard/Standard Teen (Positive Parenting Program)	Assessment Collateral	
Triple P Level 4 Group (Group Positive Parenting Program)	Assessment Collateral - Individiual or Group *(Per Facilitator's Manual for Group Triple P)* Multi-family Group Psychotherapy *(For group of parents)* *(This service can only be claimed by staff trained in Level 4 Group Triple P)*	
Triple P Level 5 Pathways	Assessment Collateral *(For individul or group of parents)* Multi-family Group Psychotherapy *(For group of parents)*	
Triple P Level 5 Enhanced	Assessment Collateral	

REVISED: 3/18/2011

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
MHSA PEI PROGRAMS CORE INTERVENTIONS AND ANCILLARY SERVICES GUIDE

PEI Program	Core Interventions (A minimum of 51% of PEI services delivered)	Ancillary Services* (Not to exceed 49% of PEI services delivered)
UCLA TTM (UCLA Ties Transition Model)	Assessment Collateral Family Psychotherapy Group Psychotherapy Individual Psychotherapy Interactive Psychiatric Assessment Interactive Psychotherapy *(individual-play)* Multi-family Group Psychotherapy Targeted Case Management Team Conference/Case Consultation	Definition of Ancillary: Any mental health service listed in your agency contract but not listed in this table as a core intervention for the specific PEI Program can be claimed to the appropriate PEI Plan in the same manner that the core interventions are claimed while the individual is receiving core intervention mental health services under a PEI Program.

*** Agencies interested in providing Psychological Testing as a PEI Ancillary Service should contact their Lead District Chief.**

This Guide, prepared by DMH, lists and defines the compliant codes that the DMH believes reflects the services it provides throughout its system, whether by directly-operated or contracted organizational providers or individual, group, or organizational network providers. This analysis does not, however, absolve Providers, whether individuals or agencies from their responsibility to be familiar with nationally compliant codes and to inform and dialogue with the DMH should they believe differences exist.

REVISED: 3/18/2011

Attachment B

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
Program Support Bureau - MHSA Implementation Unit
Prevention & Early Intervention (PEI) Evidenced Based Practices (EBP) OUTCOME MEASURES

FOCUS OF TREATMENT	EBS, CDEs, PP	Age	GENERAL OUTCOME MEASURE	Age	AVAILABLE LANGUAGES	SPECIFIC OUTCOME MEASURE	Age	AVAILABLE LANGUAGES
ANXIETY	Managing and Adapting Practice (MAP) - *Anxiety & Avoidance* **	3-19	Youth Outcome Questionnaire - 2.01 (Parent) Youth Outcome Questionnaire - Self-Report - 2.0 Outcome Questionnaire - 45.2*	4-17 12-18 19+	English Spanish	Revised Child Anxiety and Depression Scales (RCADS) - Parent Revised Child Anxiety and Depression Scales (RCADS) - Child	6-18 8-18	Chinese, English, Spanish
TRAUMA	Trauma Focused-Cognitive Behavioral Therapy (TF-CBT) *	3-18	Youth Outcome Questionnaire - 2.01 (Parent) Youth Outcome Questionnaire - Self-Report - 2.0 Outcome Questionnaire - 45.2*	4-17 12-18 19+	English Spanish	UCLA PTSD-Reaction Index for Children and Adolescents (UCLA PTSD-RI) – Parent UCLA PTSD-Reaction Index for Children and Adolescents (UCLA PTSD-RI) – Child	3 – 18 6 - 20	Arabic, Chinese, English, Japanese, Persian, Russian, Spanish
	Seeking Safety (SS)	13-20						
	Cognitive Behavioral Intervention for Trauma in Schools (CBITS)	10-15						
	Managing and Adapting Practice (MAP) - *Traumatic Stress* **	2-18						
	Abuse Focused-Cognitive Behavioral Therapy (AF-CBT)	6 - 15						
TRAUMA	Child Parent Psychotherapy (CPP)	0-6	Youth Outcome Questionnaire - 2.01 (Parent)	4+	English Spanish	*Trauma Symptom Checklist for Young Children ¥	3 - 6	Chinese, English, Korean, Spanish
TRAUMA	Prolonged Exposure for PTSD (PE)	18 -70	Outcome Questionnaire - 45.2*	18+	English Spanish	PTSD Symptom Scale (PDS)	18 - 70	English
DEPRESSION	Interpersonal Psychotherapy for Depression (IPT)	12-18	Youth Outcome Questionnaire - 2.01 (Parent) Youth Outcome Questionnaire - Self-Report - 2.0 Outcome Questionnaire - 45.2*	4-17 12-18 19+	English Spanish	Patient Health Questionnaire - 9	12 +	Arabic, Chinese (Cantonese, Mandarin), English, Korean, Russian, Spanish
	Depression Treatment Quality Improvement (DTQI)	12-20						
	Managing and Adapting Practice (MAP) - *Depression and Withdrawal* **	8-21						
DEPRESSION	Group Cognitive Behavioral Therapy of Major Depression (Group CBT for Depression)	18 +	Outcome Questionnaire - 45.2	18+	English Spanish	Patient Health Questionnaire - 9	18+	Arabic, Chinese, English, Korean, Russian, Spanish
	Improving Mood-Promoting Access to Collaborative Treatment (IMPACT)	**18 - 64**				PHQ-9, GAD, PTSD-Screen	18 - 64	
PARENTING and FAMILY DIFFICULTIES	Triple P Positive Parenting Program (Triple P)	0-18	Youth Outcome Questionnaire - 2.01 (Parent) Youth Outcome Questionnaire - Self-Report - 2.0	4-17 12-18	English Spanish	Eyberg Child Behavior Inventory Sutter Eyberg Student Behavior Inventory (when parent is unavailable)	2 – 16 2 - 16	Chinese, English (USA), Japanese, Korean, Russian, Spanish
	Incredible Years (IY)	0-12						
	Parent – Child Interaction Therapy (PCIT)	0-12						
	UCLA Ties Transition Model (UCLA Ties) CDE	0-8						
	Reflecting Parenting Program (RPP) CDE	0-12						

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COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
Program Support Bureau - MHSA Implementation Unit
Prevention & Early Intervention (PEI) Evidenced Based Practices (EBP) OUTCOME MEASURES

FOCUS OF TREATMENT	EBS, CDEs, PP	Age	GENERAL OUTCOME MEASURE	Age	AVAILABLE LANGUAGES	SPECIFIC OUTCOME MEASURE	Age	AVAILABLE LANGUAGES
PARENTING & FAMILY DIFFICULTIES	Caring for Our Families (CFOF) CDE	5-11	Youth Outcome Questionnaire - 2.01 (Parent)	4 - 17	English Spanish	Child Behavior Checklist (CBCL) Youth Self-Report Form (YSR) Teacher Report Form (TRF) Family Assessment Form (FAF)	6-18 11-18 6-18 N/A	Arabic, Armenian, Cambodian, Chinese, English, Japanese, Korean, Russian, Spanish, Tagalog, Vietnamese
	Nurse Family Partnerships (NFP)	11-35	Outcome Questionnaire 10.2	18+	English Spanish	Patient Health Questionnaire – 9 Ages and Stages Questionnaire Parenting Stress Index, 3rd Edition	12 – 35 3mos+ 3mos+	English
DISRUPTIVE BEHAVIOR DISORDERS	Aggression Replacement Training (ART)	12-17	Youth Outcome Questionnaire - 2.01 (Parent) Youth Outcome Questionnaire - Self-Report - 2.0 Outcome Questionnaire - 45.2*	4-17 12-18 19+	English Spanish	Eyberg Child Behavior Inventory Sutter Eyberg Student Behavior Inventory [when parent is unavailable]	2 – 16 2 – 16	Chinese, English (USA), Japanese, Korean, Russian, Spanish
	Aggression Replacement Training - *Skill Streaming* (ART)	5-12						
	Managing and Adapting Practice (MAP) - *Disruptive Behavior*	0-21						
SEVERE BEHAVIORS / CONDUCT DISORERS	Brief Strategic Family Therapy (BSFT)	10-18	Youth Outcome Questionnaire - 2.01 (Parent) Youth Outcome Questionnaire - Self-Report - 2.0	4-17 12-18	English Spanish	Revised Behavior Problem Checklist - PAR Edition	5-18	English
	Multidimensional Family Therapy (MDFT)	11-18						
	Strengthening Families Program (SFP)	3-16						
	Loving Intervention Family Enrichment (LIFE) CDE	10-17						
SEVERE BEHAVIORS / CONDUCT DISORERS	Functional Family Therapy (FFT)	10-18	Youth Outcome Questionnaire - 2.01 (Parent) Youth Outcome Questionnaire - Self-Report - 2.0	4-17 12-18	English Spanish	Developer Required: Clinical Services System Client Outcome Measure Therapist Outcome Measure	10-18	English
	Multisystemic Therapy (MST)	11-17				Developer Required: Therapist Adherence Measure Supervisor Adherence Measure	11-17	English
CRISIS	Crisis Oriented Recovery Services (CORS)	3+	Youth Outcome Questionnaire - 2.01 (Parent) Youth Outcome Questionnaire - Self-Report - 2.0 Outcome Questionnaire - 45.2*	4-17 12-18 19+	English Spanish	BASIS-24	18+	English
FIRST BREAK / TAY	Early Detection & Intervention for Prev. of Psychosis (EDIPP)	12-20	Youth Outcome Questionnaire - 2.01 (Parent) Youth Outcome Questionnaire - Self-Report - 2.0 Outcome Questionnaire - 45.2*	4-17 12-18 19+	English Spanish	BASIS-24 ¥	18+	English

* Outcome collection for TF-CBT should have begun in December 2010 (MHSA Implementation memo dated 12/14/2010)

** Providers should have begun collecting outcomes for MAP-Anxiety, MAP-Traumatic Stress and MAP-Depression in February 2011 (MHSA Implementation memo dated 2/22/2011)

¥ Outcome data for CPP and EDIPP shall be submitted to DMH at intake, 6-month intervals and discharge

Treatments Requiring Further Action

MISC.	GLBT Comprehensive HIV & At-Risk MHS (GLBT CHAMPS) CDE**	15 - 25	Youth Outcome Questionnaire - 2.01 (Parent) Youth Outcome Questionnaire - Self-Report - 2.0 Outcome Questionnaire - 45.2*	4-17 12-18 19+	English Spanish	RCADS (6-18), PHQ-9 (12+), BASIS-24 (16+), SF-12 ( ), DIDI ( ), Young Mania Scale ( )		*HOLD - Per PEI Admin*

revised: 3/28/2011

RECOVERY, RESILIENCE AND REINTEGRATION SERVICES

GENERAL

The Los Angeles County (LAC) Department of Mental Health (DMH) has consolidated work plans associated with the MHSA Community Services and Supports (CSS) Plan by mapping 24 work plans, up to 6, with the goal of creating administrative simplification and greater service continuity without modifying program expectations, intentions or service capacity. The consolidation will produce administrative efficiency for both DMH and contracted providers.

The 6 components of the new consolidated CSS Plan include:

1. Planning, Outreach & Engagement (POE);
2. Full Service Partnership (FSP);
3. Alternative Crisis Services;
4. Recovery, Resilience & Reintegration (RRR);
5. Linkage; and
6. Housing.

The RRR services cross all age groups and include services that may include community-based, clinic-based and well-being and peer-run services geared toward reintegration into the community.

Agencies that contract with LAC DMH to provide RRR services shall comply with specified provisions outlined in this Service Exhibit. Outside of the requirements noted in this Service Exhibit, specific program elements may vary based on the provider agency, location/site, unique program structure, staff expertise, and/or unique needs of ages/cultures of the consumers served.

1. WELL-BEING SERVICES

1.1. Adult Services

The primary purpose of Well-being Services is to support mental health consumers to re-engage in meaningful community activities. Well-being services offer consumers an array of services and supports delivered by peers as well as professionals which help individuals to realize their recovery goals and strengthen individual connections in the community.

Target Population

Well-being services primarily serve mental health consumers who are approaching readiness to transition to natural supports and who express a desire for more self-directed care.

Service Requirements

Individualized, culturally congruent services are provided to support consumers in achieving their personal well-being and recovery goals and reintegrating into the community of their choice. Services shall include:

1. Self-help groups;
2. Peer support services, including the development and use of a Wellness Recovery Action Plan;
3. Relapse prevention services and other services for clients with histories of or active co-occurring substance use and mental health conditions;
4. Health management activities, including health navigation;
5. Medication support;
6. Assistance with quality of life goals such as obtaining employment, housing and/or attending school, with a focus on Supported Employment and Supported Education;
7. Community integration support that seeks to strengthen the natural support systems in specific communities to which consumers belong by incorporating these supports in the consumers' recovery process; and
8. Culturally and Linguistically Appropriate Services –addressing an array of cultural and linguistic backgrounds to meet the needs of consumer population(s) being served. Service providers shall understand and utilize the strengths of culture in service delivery and incorporate the languages and cultures of their consumers into the services to maximize achievement of the most effective outcomes.

Staffing

Well-being services shall be delivered by mental health professionals and peer specialist staff with lived experience of mental illness, including volunteers.

1.1.1 Peer-Run Services

The primary purpose of Peer-Run Services is to provide peer support for consumers seeking self-help services to re-engage in meaningful community activities. Peer-run services offer consumers an array of self-help and peer services and supports which help individuals realize their recovery goals and strengthen individual connections in the community.

Target Population

Peer-run services are designed for consumers who desire peer support services as part of their personal recovery plan. A consumer may seek peer-run services as their sole source of

services or as an adjunct to traditional mental health services at any service level across the DMH continuum of care.

Service Requirements

1. Self-help groups;
2. Peer support services, including the development and use of a Wellness Recovery Action Plan;
3. Health management activities, including health navigation;
4. Assistance with quality of life goals such as obtaining employment, housing and/or attending school; and
5. Community integration support that seeks to strengthen the natural support systems in specific communities to which consumers belong by incorporating these supports in the consumers' recovery process.

Staffing

Peer-run services shall be staffed and managed exclusively by peers with lived mental health experience.

1.1.2 Peer-Run Respite Care Homes

Peer-Run Respite Care Homes (PRRCH) are entirely peer-run and managed homes that serve as an alternative to support consumers in psychiatric distress who are not a danger to others. The PRRCHs provide safe and healing environments where consumers can move through their psychiatric distress in a relatively brief time (up to 30 days) and then engage in further support services, if desired. Each PRRCH home shall serve six to eight individuals at any given time.

Target Population

The target population for PRRCHs are adults (18 years and older) who are in psychiatric distress, but not a danger to others and can perform basic daily living skills independently. Individuals who meet Lanterman Petris Short (LPS) criteria for involuntary acute psychiatric hospitalization **ARE NOT** appropriate for PRRCH and ineligible for services through this program.

Service Requirements

The PRRCHs shall provide temporary supportive housing in a comfortable, welcoming home-like residential environment with on-site trained peer support 24 hours per day, 7 days a week, for six to

eight individuals, with at least two staff working at all times. Program participation is voluntary.

The PRRCH respite care home sites shall include sleeping quarters for up to eight guests, with semi-private room conditions (defined as no more than two individuals per bedroom segregated by gender) and not less than one bathroom with bath/shower per four residents. The PRRCH site shall include a full kitchen for use by staff and consumers for preparing meals, cleaning, and congregate space not less than 800 square feet for community meetings, etc. All PRRCH sites shall meet ADA accessibility requirements for people with physical and sensory disabilities, including at least one bedroom and bathroom which meet ADA residential requirements.

The PRRCH house will function principally as a self-maintaining home with both staff and guests sharing in basic housekeeping, cooking, and cleaning activities. Daily guest participation in these duties shall be an expectation of consumers, but not a requirement for supportive services of the program. Participation in everyday functional activities is central to the empowering, non-clinical design of the service.

Peer Specialist Services

Peer support and education designed to encourage PRRCH guests to experience the benefits of reciprocal caring relationships. Examples of Wellness activities include: self-help recovery practices, meal preparation, relaxation and stress reduction techniques (guided imagery or visualization), exercise and physical wellness, culturally-based healing arts (yoga/meditation, singing, dancing, story-telling), painting/drawing, computer skills, and/or civic engagement. These program offerings shall be guided by the desires and interests of the respite care guests. Attendance/participation in program meetings and events shall be highly encouraged of respite care guests, although no one is forced to participate. No less than 12 self-help, recovery-oriented program sessions shall be available within each local PRRCH program on a weekly basis.

Bridging Services

PRRCH staff shall develop relationships with PRRCH consumers and continue to work with them through their transition into the community. Staff shall work with individuals who are moving out of PRRCHs and living alone. When appropriate Family Specialists will work with families and established caregivers, and Parent

Partners will work with adults seeking to reunite with their children. The focus will be on carrying the learning from the PRRCH into life in the greater surrounding community and linking to needed health, mental health, housing, and/or substance abuse supports.

Medication Self-Management Support

PRRCH consumers shall be provided a private, locked space to store their medication. Illegal substances shall not be permitted in the PRRCH. Peer Specialist team members may support the individual in taking the medication as prescribed, including alerting them to prescribed times, if such assistance is mutually determined upon admission. Taking prescribed medications according to directions is a decision made by each guest. It is not a staff function or responsibility.

Referral to Health, Mental Health, Housing, and Substance Abuse Specialty Services

Since the stay in the PRRCH is not of a strict clinically psychiatric nature, Peer Specialists shall supply information on specialty services and support to consumers seeking such services. This shall include referrals to peer services, including Peer-Run Integrated Service Management (PRISM), as well as to professional psychiatric services in the community. In instances where a consumer leaves the program and is still awaiting transition to specialized professional care, PRRCH staff shall stay in contact with the consumer until the appropriate alternative resources connection has been achieved.

Staffing

All management and service delivery staff must be peers with lived experience of mental illness. Family peer specialists or parent partners may provide supportive services as well.

1.2. Child Well-Being Services

Child Well-being services allow children and Transition Age Youth (TAY) (16-21) transitioning from an intensive level of care access to services that aide in maintaining their stability.

Children and TAY who can benefit from support offered in a mental health clinic, however do not meet criteria for PEI or intensive services, shall have access to well-being services that appropriately address their needs. These

services shall facilitate access to mental health services, as needed, for the entire family.

Additionally, families and caregivers from the local community shall be able to access services to obtain support, education, and information that may prevent the need for an intensive mental health program in the future.

Target Population

1. Children ages 0-15 and TAY ages 16-21 who do not meet PEI criteria and/or are transitioning from another level of care and require minimal support to maintain their stability in the community;
2. Parent(s)/caregiver(s) and other relatives of children and TAY (16-21) currently enrolled in mental health services; and
3. Members of the local community seeking support, resources and information regarding mental health and behavioral health.

Service Requirements

Child Well-Being services shall include, but are not limited to:

1. Outreach and engagement;
2. Parent and Peer support, and educational classes based on the surveyed needs of the community;
3. Self-help support groups to meet the needs of the community, especially parents/caregivers of children who have an open case;
4. Co-occurring disorder educational, preventative and recovery support groups for children/youth and caregivers that address, signs of addiction, impact of addiction, coping strategies, tools of recovery, motivation to change and relapse prevention. Provide guidance and support towards behavioral changes and recovery;
5. Mental health services including screenings and assessments to determine the level of functioning and impairment; individual, dyadic, family and group psychotherapy; and crisis intervention;
6. Medication management and support;
7. Linkage and case management;
8. Intensive Care Coordination (ICC);
9. Intensive Home Based Services (IHBS); and
10. Facilitate Child and Family Team (CFT) meetings

Staffing

The multidisciplinary treatment team composition may vary and will be based upon the nature of the program and the individual needs of the consumer. In some situations, the particular expertise of a team member may not be required on a full-time basis. However, it is essential that the special skills of

the various disciplines are available when needed and that all team members meet on a regular basis to plan, evaluate and monitor a consumer's response to treatment.

The multidisciplinary treatment team shall include, but not be limited to:

1. A social worker psychologist, on an as-needed basis;
2. Parent Advocate
3. A psychologist, on an as-needed basis;
4. A recreational or occupational therapist, on an as-needed basis;
5. A medical case worker, on an as-needed basis;
6. A substance abuse counselor, on an as-needed basis; and
7. A psychiatrist

Parent Advocate/Partner

Child Well-Being Services provider(s) must have a minimum of one (1) Parent Advocate/Partner is available on-site.

The Parent Advocate/Partner must have "lived experience" caring for a child who is currently receiving or who has previously received services from the public mental health system. The Parent Advocate/Partner must be knowledgeable about navigating multiple systems including but not limited to, obtaining IEP services, Regional Center, Department of Children and Family Services, Probation Department, and the Department of Health Services.

Parent Advocates/Partners shall work under the supervision of professional contractor staff. Examples of duties that may be performed by parent advocates/partners include, but are not limited to:

1. Engage and assist children/youth and families in treatment and assist with identifying their needs;
2. Outreach to families and communities to assist clients in accessing mental health services;
3. Provide education on available mental health and supportive services to children, families and community-based organizations;
4. Link children and TAY and their families to appropriate community resources, identifying any cultural and linguistic special needs of the family;
5. Advocate for parents and children and TAY receiving services to ensure they continue to receive appropriate levels of care;
6. Facilitate self-help support groups addressing topics that include, but are not limited to: parenting, normalizing fears and concerns related to caring for a child with mental health needs, developing skills to navigate the systems with which their child and family are involved,

accessing services to address their child and family's needs, and empowering families to advocate for themselves;
7. Participate in Countywide efforts to advocate for parents and families receiving mental health services; and
8. Provide support for family members to strengthen the family members' network of relationships.

1.3. Transition Age Youth Drop-In Centers

Target Population

Drop-In Centers are intended as entry points to the mental health system for Seriously Emotionally Disturbed (SED) and Severe and Persistently Mentally Ill (SPMI) TAY who are living on the street or in unstable living situations.

Drop-In Centers provide "low demand, high-tolerance" environments in which youth can find temporary safety and basic supports e.g. (showers, meals, clothing, referrals, vouchers, etc). TAY accessing Drop-In Centers have an opportunity to build trusting relationships with staff persons who can, as the youth is ready and willing, connect them to the services and supports they need in order to work toward stability/recovery.

Drop-In Centers have a strong emphasis on outreach and engagement to difficult to reach TAY who would otherwise remain unserved, as well as a strong emphasis on linkage of TAY to a range of resources that promote stability and self-sufficiency.

Service Requirements

Drop-In Centers shall provide:

1. A sate and pleasant environment;
2. A facility where these services are being provided must meet applicable licensing and community standards and/or zoning requirements;
3. Extended service hours that are in addition to, not in lieu of, Contractor's normal business hours. Extended hours of access and operation should total at a minimum of eight (8) hours Monday through Friday and a minimum of twelve (12) hours Saturday through Sunday. (Any deviation from your extended hours are subject to the written approval of the DMH TAY Division lead manager);
4. Services and supports provided directly or through linkage including, but not limited to: physical health care, preventive services, counseling centers, substance abuse facilities, and other organizations and providers, when appropriate, to ensure that required services and supports are available to TAY;

5. Services and supports provided in ways that are culturally and linguistically competent and appropriate;
6. A range of basic support services including, but not limited to: nutritional meals, healthy snacks, clothing, showers, and resources on employment, education, housing, legal services, and health;
7. All goods and services provided at no cost to clients; and
8. Utilize the DMH TAY Navigation team to ensure that TAY are referred to the appropriate level of care and ongoing services to meet their specific needs

Staffing

A minimum of three (3) staff to provide Drop-In Center services during extended hours of service. Staffing shall include professionals and paraprofessional staff, counselors, mental health workers, peer counselors, and volunteers. The availability of one clinical staff to respond to clinical urgencies, either on premises or on-call, during all hours of extended operation.

1.4. Older Adult Services

Target Population
Older adults sixty years old and greater with mental illness, who are approaching or demonstrated readiness to transition to natural and/or community supports.

Service Requirements

All services described under Section 1.1 Adult Services shall be provided to this target population in addition to the following:

1. Health management activities, including health navigation, fall prevention, management of diabetes and other chronic health conditions;
2. Assistance with quality of life goals such as obtaining volunteer opportunities employment, housing and/or life-long or continuing education;
3. Wellness support groups such as Grief & Loss, Coping with Chronic Health Conditions, Socialization, Sustaining Safe & Affordable Housing, Mental Wellness series, Life Transitions, Coping with the Aging Process, Mindfulness, Preserving Your Memory Practice, Managing your Medications, Hoarding Support, Managing Family Dynamics, and Navigating Community Resources; and
4. Integrative care, such as including the Healing Arts in the therapeutic process (art, music and writing).

Staffing

All staffing requirements under Section 1.1 Adult Services shall apply to services for this target population in addition to the following:

1. Staff or volunteers who work with the older adult population with mental illness, shall have or receive specialized training in how to work effectively with this age group.

2. CLINIC-BASED SERVICES

Outpatient services that are primarily provided in an outpatient clinic setting to a range of individuals who meet the criteria for Specialty Mental Health Services. These services are provided at a frequency and intensity that meets the client's needs.

2.1. Child Clinic-Based Services

Target Population

Child Clinic-based services are available to children 0-15 years of age who meet medical necessity for specialty mental health services.

Service Requirements

Child outpatient services shall include, but are not limited to:

1. Bio-psychosocial assessment;
2. Medication support;
3. Individual and group therapy;
4. Crisis intervention;
5. Family education and support;
6. Intensive Care Coordination (ICC);
7. Intensive Home Based Services (IHBS); and
8. Facilitate Child and Family Team (CFT) meetings

Staffing

The multidisciplinary treatment team composition may vary and will be based upon the nature of the program and the individual needs of the consumer. In some situations, the particular expertise of a team member may not be required on a full-time basis. However, it is essential that the special skills of the various disciplines are available when needed and that all team members meet on a regular basis to plan, evaluate and monitor a consumer's response to treatment.

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The multidisciplinary treatment team shall include, but not be limited to:

1. A social worker, on an as-needed basis;
2. A psychologist, on an as-needed basis;
3. A recreational or occupational therapist, on an as-needed basis;
4. A medical case worker, on an as-needed basis;
5. A Parent or Peer Advocate, on an as-needed basis;
6. A substance abuse counselor, on an as-needed basis; and
7. A psychiatrist

2.2. Transition Age Youth Clinic-Based Services

The Supported Employment: Independent Placement and Support (SEIPS) for TAY program which utilizes the IPS evidence-based practice model. IPS assists and supports people who are Seriously Emotionally Disturbed (SED) and/or Severe and Persistently Mentally Ill (SPMI) with obtaining and maintaining competitive employment. This model is defined by eight (8) practice principles and IPS services are integrated with the person's mental health treatment. The practice principles include:

1. Focus on Competitive Employment
2. Eligibility Based on Client Choice
3. Integration of Rehabilitation and Mental Health Services
4. Attention to Worker Preferences
5. Personalized Benefits Counseling
6. Rapid Job Search
7. Systematic Job Development
8. Time-Unlimited and Individualized Support

Every person who is interested in employment is eligible for IPS services. The model does not exclude any person based on symptomology, substance use disorders, treatment issues, lack of work history, or any other issue. IPS focuses on competitive employment rather than on prevocational, sheltered work (settings where all of the employees have a disability), or volunteer positions. The goal is competitive employment in the community. In randomized control studies, the IPS model has consistently shown higher rates of competitive employment (37% higher) when compared with the control groups (Bond 2008). The IPS model also incorporates program fidelity reviews to assess that the model is being implemented with fidelity.

Target Population

The target population is SED/SPMI TAY ages 18-25 and who are interested in improving their employment prospects. This population may also live with co-occurring substance abuse issues.

Service Requirements

Contractor shall provide SEIPS as follows:

1. Engage and identify clients within their agency and in the target population;
2. Contractor shall have the capacity to provide IPS pilot to clients of other mental health agencies in their Service Area who are referred (if there is a lack of clients within their own agency who meet the criteria of the target population);
3. Provide services and supports that are culturally and linguistically competent and appropriate

Staffing

Contractor's mental health staff, including qualified professional and paraprofessional mental health treatment staff, shall continue to provide the mental health services and services required by the clients participating in the SEIPS program.

Contractor shall assign a sufficient number of employees to perform the required work. The minimum number of staff shall include full time employees (FTE) as follows:

1. Employment Specialist (2.0 FTE)
    - 1a. The Employment Specialists shall be trained in the IPS model (to be coordinated by DMH) and
    - 1b. The Employment Specialists shall possess education and experience equivalent to undergraduate degree in mental health or social services. These staff shall have experience providing services to populations with serious mental illness and show familiarity of providing employment services.

2. Employment Specialist Supervisor (.5 FTE)
    - 2a. The Employment Specialist Supervisor shall be trained in the IPS model (to be coordinated by DMH) and
    - 2b. The Employment Specialist Supervisor is required to have a Bachelor's degree in rehabilitation counseling or related field; Master's degree is preferred.

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2.3. Adult Clinic-Based Services

Adult outpatient services shall include, but are not limited to:

1. Bio-psychosocial assessment;
2. Medication support;
3. Individual and group therapy, primarily utilizing recovery-focused Evidence-Based and Promising Practices such as Cognitive Behavioral Therapy, Dialectical Behavior Therapy, Prolonged Exposure, Supported Employment: Individual Placement and Support and other such practices targeting depression and trauma;
4. Crisis intervention;
5. Family education and support;
6. Targeted Case Management; and
7. Peer services

2.4. Older Adult Clinic-Based Services

Older Adult outpatient services shall include, but are not limited to:

1. Bio-psychosocial assessment;
2. Medication support;
3. Individual and group therapy, primarily utilizing recovery-focused Evidence-Based and Promising Practices such as Cognitive Behavioral Therapy, IPT, Seeking Safety, PEARLS, PST, and CORS and other such practices targeting mental health symptoms;
4. Crisis intervention;
5. Family education and support;
6. Targeted Case Management;
7. Peer services;
8. Cognitive Screening (MMSE and MoCA);
9. Symptom screening tools such as Geriatric Depression Scale, PHQ-9; and
10. Wellness Support groups such as Grief & Loss, Coping with Chronic Health Conditions, Socialization, Sustaining Safe & Affordable Housing, Mental Wellness series, Life Transitions groups, Coping with the Aging Process, Mindfulness, Preserving Your Memory Practice, Managing your Medications, Hoarding Support, Managing Family Dynamics, Navigating Community Resources.

Transportation shall be provided whenever feasible.

Interventions shall be guided by the use of the Determinants of Care and Older Adult Milestones of Recovery Scale scores.

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3. COMMUNITY-BASED SERVICES (CBS)

3.1. All Age Groups

Target Population

Clients of all age groups who are unwilling or unable to utilize clinic-based mental health services or where the service is best delivered in a community setting, such as a school, home, or other community setting.

Community-based services will also be utilized for clients of all ages who have advanced in their treatment and are beginning to move toward reintegrating back into their community.

Service Requirements

Community-Based Services (CBS) are specialized clinical services delivered by professional and paraprofessional staff in community-based settings. CBS are intended to improve access to needed mental health services for those individuals who would be unwilling or unable to utilize clinic-based mental health services or where the service is best delivered in a community setting, such as a school. CBS are particularly important for the Older Adult population given the prevalence of mobility and/or sensory challenges.

Clients who are beginning to reintegrate back into their community shall also utilize CBS to support their efforts. Treatment staff shall accompany clients into the community for initial warm handoffs to resources and social supports.

CBS shall be provided to meet the treatment goals of clients. Practice leads may identify minimum requirements for the amount of services provided in the community. CBS for all age groups shall include a full array of mental health services such as:

1. Outreach and Engagement;
2. Mental health services, including the delivery of evidence-based practices;
3. Bio-psychosocial assessment;
4. Individual and family treatment;
5. Medication support;
6. Specialized assessment and treatment interventions for clients with co-occurring disorders, i.e. mental illness, substance abuse, physical health, including mental health service co-location in health settings, substance use facilities, schools, recreation facilities, libraries, etc.;
7. Cognitive screening-(Older Adults);
8. Family education and support;
9. Linkage and case management support, including linkage for co-occurring medical, dental, vision or other health care needs;

10. Consultation with age specific specialty treatment providers;
11. Telephone response 24/7 in the event of an after-hours crisis;
12. Community reintegration support;
13. Intensive Care Coordination (ICC)-(Children Services Only);
14. Intensive Home Based Services (IHBS)-(Children Services Only); and
15. Facilitate Child and Family Team (CFT) meetings-(Children and TAY Services)

Service Requirements for Older Adults

In addition to Section 3.1 All Age Groups, requirements for Older Adults shall include the following:

1. Face to face visit with client at minimum once per quarter;
2. Monthly phone check-ins by peers/Service Extenders; and
3. One home visit per quarter.

Service Requirements for Child and TAY

In addition to Section 3.1 All Age Groups, assessment, care planning and treatment shall be family-focused for Child and TAY clients whenever possible. Services in the field will be a minimum of 35%.

Staffing

Services shall be provided by a sufficient number of properly licensed and qualified staff to meet all the mental health service needs of their clients, and shall satisfy any other staffing requirements requested by the Director of Mental Health.

For staff working with Older Adult clients, particular attention should be paid to ensuring that staff have Older Adult specific training in cognitive screening, working with co-morbid medical conditions and other psychosocial factors that are pertinent to the aging process.

The multidisciplinary treatment team composition for all age groups may vary and will be based upon the nature of the program and the individual needs of the consumer. In some situations, the particular expertise of a team member may not be required on a full-time basis. However, it is essential that the special skills of the various disciplines are available when needed and that all team members meet on a regular basis to plan, evaluate and monitor a consumer's response to treatment.

The multidisciplinary treatment team shall include, but not be limited to:

1. A Registered Nurse (RN) is mandatory for the Older Adult population but on an as-needed basis for other populations;
2. A Social Worker on an as-needed basis;;
3. A psychologist, on an as-needed basis;
4. A recreational therapist, on an-as needed basis;
5. A Parent/Peer Advocate, on an as-needed basis;
6. A medical case worker, on an as-needed basis; and
7. A physician (Medical Doctor)

Older adult community-based services shall include a Service Extender and/or Peer Advocate as part of the multi-disciplinary treatment team. These staff shall be considered part of the Older Adult Service Extender Stipend Program.

Some examples of duties that may be performed by Service Extenders are:

1. Provide support to vulnerable clients to support Well-being and recovery;
2. Provide home visits to strengthen network of relationships and decrease social isolation;
3. Provide support to clients who are transitioning from one level of care to another;
4. Assist clients in developing community living skills and accessing and utilizing community resources by discussing common experiences;
5. Provide support for family members to strengthen the family members' network of relationships;
6. Facilitate self-help support groups;
7. Convey community and client cultural patterns and attitudes to multi-disciplinary team; and
8. Participate in conference meetings with the Department of Mental Health (DMH)

Facilities

The principal facility(ies) from which community-based services are provided shall be properly licensed and staffed pursuant to WIC and CCR Titles 9 and 22 in accordance with the services being provided.

The co-location of services, such as providing mental health services in health care settings, is also considered a community-based service. To meet this criteria, an established partnership between the mental health provider and primary care program shall be established.

3.2. Transition Age Youth Community-Based Services

Community-based services for the TAY population are provided through the SEIPS for TAY program which utilizes the IPS evidence-based practice model. IPS assists and supports people who are Seriously Emotionally Disturbed

(SED) and/or Severe and Persistently Mentally Ill (SPMI) with obtaining and maintaining competitive employment. This model is defined by eight (8) practice principles and IPS services are integrated with the person's mental health treatment. The practice principles include:

1. Focus on Competitive Employment;
2. Eligibility Based on Client Choice;
3. Integration of Rehabilitation and Mental Health Services;
4. Attention to Worker Preferences;
5. Personalized Benefits Counseling;
6. Rapid Job Search;
7. Systematic Job Development; and
8. Time-Unlimited and Individualized Support

Any TAY who is interested in employment is eligible for IPS services. The model does not exclude any person based on symptomology, substance use disorders, treatment issues, lack of work history, or any other issue. IPS focuses on competitive employment rather than on prevocational, sheltered work (settings where all of the employees have a disability), or volunteer positions. The goal is competitive employment in the community. In randomized control studies, the IPS model has consistently shown higher rates of competitive employment (37% higher) when compared with the control groups (Bond 2008). The IPS model also incorporates program fidelity reviews to assess that the model is being implemented with fidelity.

Target Population

The target population is SED/SPMI TAY ages 18-25 and who are interested in improving their employment prospects. This population may also live with co-occurring substance abuse issues.

Service Requirements

Contractor shall provide community-based services through the SEIPS for TAY program as follows:

1. Shall engage and identify clients within their agency who meets the criteria of the target population;
2. Shall have the capacity to provide IPS pilot to clients of other mental health agencies in their Service Area who are referred (in the case that there is a lack of persons identified within their own agency who meets the criteria of the focal population);
3. Shall provide services and supports that are culturally and linguistically competent and appropriate.

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Staffing

Contractor shall have Mental health staff, including qualified professional and paraprofessional mental health treatment staff to continue to provide the mental health services and services required by the clients participating in the SEIPS program.

Contractor shall assign a sufficient number of employees to perform the required work. The minimum number of staff shall include:

1. Employment Specialist (2.0 FTE)
   - 1a. The Employment Specialists shall be trained in the IPS model (to be coordinated by DMH) and
   - 1b. The Employment Specialists shall possess an undergraduate degree in mental health or social services. This individual shall have experience providing services to people with serious mental illness and familiarity with providing employment services.

2. Employment Specialist Supervisor (.5 FTE)
   - 2a. The Employment Specialist Supervisor shall be trained in the IPS model (to be coordinated by DMH) and
   - 2b. The Employment Specialist Supervisor shall possess a Bachelor's degree in rehabilitation counseling or related field; Master's degree is preferred.

4. Integrated Care Program (ICP)

A mental health – Federally Qualified Mental Health Center (FQHC) partnership that provides co-located, integrated mental health, physical health and substance use services to individuals with co-morbid medical and mental health conditions.
The Integrated Care Program – Integrated Services Management (ICP-ISM) model is designed to increase the quality of services, specifically for underserved ethnic communities by building on the strengths of a particular Under Represented Ethnic Populations (UREP) community. UREP communities targeted in the ICP/ISM include the following: African/African American; American Indian/Alaska Native; Asian Pacific Islander; Eastern European/Middle Eastern; Latino; and Lesbian, Gay, Bisexual, Transgender and Questioning (LGBTQ). The ICP/ISM requires collaboration and partnerships between formal and non-traditional service providers, and community-based organizations (e.g. faith based organizations, voluntary associations, grassroots organizations, etc.) and places a strong emphasis on non-traditional services and training peers to perform the outreach and engagement, education, linkage, and advocacy services to the stated UREP communities.

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Target Population

ICP/ISM are designed to serve the mental health, substance abuse, and physical health needs of UREP communities that have limited access to culturally-appropriate services and/or may be potentially displaced from services due to funding gaps. LACDMH has identified specific UREP communities, based on existing penetration and enrollment rates, that will be targeted by the ICP/ISM providers and include the following: African/African American, American Indian/Alaska Native, Asian/Pacific Islander, Eastern European/Middle Eastern and Latino. The integrated services provided (mental health, substance abuse, physical health and non-traditional services) must be culturally competent and tailored to meet the service needs of one targeted UREP community. As well, staff must be trained to be linguistically and culturally competent in working with the targeted UREP community.

ICP/ISM programs will serve all age groups.

These populations include:

1. Individuals/Families who have a history of dropping out of mental health, substance abuse and physical health services
2. Linguistically-isolated individuals/families
3. Individuals/Families that have not accessed mental health, substance abuse and physical health services due to stigma
4. Individuals/Families that have not benefitted from mental health, substance abuse and physical health services or have received inappropriate services
5. Individuals/Families who are indigent/uninsured

It is recommended that 25-50% of the clients enrolled are indigent/uninsured.

Individuals served by the ICP/ISM program shall have physical health conditions that largely can be treated by primary care providers in outpatient settings. Conditions that would likely resolve quickly, such as upper respiratory illnesses, routine pregnancies, and simple injuries, are excluded as a basis for eligibility.

Qualifying chronic medical conditions include, but are not limited to, one or more of the following categories:

1. Cardiovascular conditions (e.g. hypertension, hyperlipidemia, etc.)
2. Cardiopulmonary conditions (e.g. asthma, emphysema, chronic obstructive pulmonary disease, etc.)
3. Diabetes and/or obesity
4. Sexually transmitted diseases, including HIV/AIDS and hepatitis
5. Chronic pain (e.g. arthritis, etc.)

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Service Requirements

Each ICP/ISM shall have a program team that will integrate formal and non-traditional providers as well as community-based resources through the following: 1) Community-Designed Peer-Based Outreach, Engagement, and Education; 2) Integrated Care and Support; 3) Peer-Based Enhanced Services, Linkage, and Advocacy; and 4) Integrated Care Network. ICP/ISM program teams shall be set up to work with each client to ensure that service access, coordination, understanding, follow-up, and clinical communication are provided. The teams shall consist of both service professionals and specially-trained peers who will meet regularly with clients and provide information, transportation, motivation, encouragement, and help with provider communication. Individuals must voluntarily consent to receive ongoing ICP/ISM mental health services. Prime Contractor and Partnering Contractor(s) shall base the level and intensity of ongoing services on each client's documented assessed needs.

Prime Contractor and Partnering Contractor(s) shall ensure that services provided by the ICP/ISM meet the Standards of Care as determined by DMH and at a minimum include the following:

1. Outreach, Engagement, and Education Services (OEE). Outreach is a process of informing individuals of ICP/ISM services. Engagement is a process of establishing trusting relationships with individuals and as a result, the individuals view the ICP/ISM as being of service to them and are willing to receive services. OEE activities will be provided throughout the ICP/ISM program and will not have enrollment restrictions. OEE activities can be one-time events or ongoing. Education is a core component of the ICP/ISM and includes educating communities about mental health, substance abuse and physical health in order to increase awareness and decrease stigma. The Prime Contractor's and Partnering Contractor(s)' education plan shall involve anti-stigma efforts in order to reduce barriers that have historically impaired the specific UREP community members from accessing and maintaining services.

   Clients that are enrolled in the ICP/ISM Model and un-enrolled clients (O & E phase of treatment) can participate in joint group activities as long as: (1) Subcontractor staff bill as rendering providers via COS services for the group activities and they adhere to COS documentation guidelines; (2) The focus of the services is geared towards client treatment goals for enrolled clients; (3) When multiple staff are providing group services, each staff's role must be distinct and should be delineated on the COS billing form; and (4) Providers develop guidelines regarding the group norms related to limits to privacy.

   Upon request, Prime Contractor and Partnering Contractor(s) shall make available a schedule of all planned PESLA and OEE services, including

dates, times and location of intended services. All scheduled activities must be publicly displayed with identified partners

2. Integrated Care and Support (ICS). The ICS phase involves the completion of 1) a screening to determine eligibility for ICP/ISM services **and** 2) clinical assessment by the Integrated Clinical Care Professional to assess what further services are required to meet the integrated health needs of the individual.

3. Peer-Based Enhanced Services, Linkage, and Advocacy (PESLA) While the clients/families are in ICS phase, the ICP/ISM is to provide PESLA to ensure that clients are able to efficiently navigate the mental health, substance abuse, physical health and other systems necessary to sustain their recovery and overcome institutional barriers. PESLA connects families to both formal and non-traditional services, provides follow-up, encouragement, and proactively facilitates communication and transportation. Recognizing that mental health needs are embedded within a continuum of care, ICP/ISMs shall provide education or referrals to the appropriate agencies that can help with benefits establishment, housing, child care, education, vocational training, legal counseling, and others. All PESLA services will be documented with weekly follow-up notes on a client's progress along with a plan to assist with system navigation as needed.

   Another service that will be provided starting in the PESLA stage is Life Skill Activities. Life Skill Activities are designed for clients/families that need assistance with restoring, improving and/or maintaining daily living, social interactions, recreation/leisure, and personal hygiene skills. Life Skill Activities may also focus on assisting clients/families to access additional resources and reach personal vocational goals such as:

   3a. Benefits Establishment – responsible for assessing the financial status, identifying benefits to which they may be entitled (e.g., Medicare, Medi-Cal, etc.) and performing all actions, including advocacy, to ensure entitlements are established.
   3b. Employment and Education Activities – assisting with job searching; locating volunteer/educational opportunities; and/or providing necessary ongoing supports and advocacy regarding education, vocational preparation and employment.
   3c. Client Supportive Services – CSS funds can enhance outreach and engagement activities and ongoing ICP/ISM services in order to engage clients and support a client's recovery. These services include, but are not limited to, food, clothing, shelter, bus tokens, school books/supplies, furniture, appliances, on-going rental assistance, services provided by non-traditional providers, and other items necessary for daily living and personal and community integration.

a. On-going rental assistance/housing shall only be allowable through Master Leasing; paid through General System Development (GDS) as a project based housing resource to increase housing capacity Client-based rental assistance/housing is not allowable under this plan for ICP/ISM under CSS SFC 70. Master Agreements must be pre-approved by LACDMH.

Additionally, CSS funds can be used to reimburse ICP/ISM providers for food and beverages for OEE events via SFC 72, as long as (1) a sign-in sheet of the event (with the participants names, date of event, and time of the event) is attached to the invoice; and (2) an agenda/flyer of the event is attached to the invoice as well. Pre-approval is required for, but not limited to, the use of CSS funds for food/beverages for OEE, non-traditional providers, and medical services and materials. DMH reserves the right to require pre-approval for additional costs as well the right to deny CSS fund requests.

For details about eligible CSS expenditures and reimbursement procedures Client Supportive Services for Mental Health Services Act (see Service Exhibit for CSS).

3d. Referral and Linkage: Referring and linking to community resources and supports including self-help groups.

3e. Transportation: Providing transportation, as needed, to clients by means of bus fare/pass, agency vehicle(s), or private vendor.

4. Integrated Care Network (ICN)

The ICN phase constitutes the formal mental health, substance abuse, physical health and non-traditional services that are to be provided to the client as determined by his/her assessment. The ICN is comprised of the following services:

4a. Specialty Mental Health Services. Specialty Mental Health Services are defined as those individual or group therapies and interventions that are designed to provide reduction of mental disability and improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency. Specialty Mental Health Services shall improve wellness and include the following services:

- Assessment and Diagnosis: Analysis of the history and current status of the individual's co-occurring mental health and substance use and readiness for change, including relevant cultural issues.

- Psychotherapy/counseling – Recovery oriented therapeutic interventions consistent with the client's goals. These short-term interventions are used to assist in the understanding of problematic behaviors and the development and use of alternative behaviors. They may be in the format of individual, group and family psychotherapies.

- Medication Support: Prescribing, administering, dispensing and monitoring psychiatric medications as well as providing medication education.

- Crisis Intervention: Assessing acute psychiatric and other emergency situations and providing interventions including initiating hospitalization if necessary.

- Targeted Case Management – assisting client's access to needed medical, educational, social, pre-vocational, vocational, rehabilitative, or other community services for eligible clients. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure client's access to service and the service delivery system; monitoring of the client's progress; and plan development.

- Family Supportive Services: Services that facilitate the recovery of the client receiving ICP/ISM services by providing services as needed to their family members. These services shall include referrals and linkage to supports and resources including but not limited to mental health, substance abuse or physical health care available either from the agency providing ICP/ISM services or from other community agencies.

Mental Health Services may also include:

- Collateral Support: Contacting family members and/or significant others with the client's authorization to provide them with information about the client and/or to discuss how they can assist the client with their care/treatment goals.

- Integrated Treatment Team Conferences/Case Consultation: Using interdisciplinary inter/intra-agency conferences and consultation to coordinate client care activities.

4b. Physical Health Care Services: Physical health care services are primary and preventative health care services designed to minimize the need for emergency rooms and hospitals through the early and effective treatment of many physical health conditions, as well as better management of chronic disease. These services shall be delivered by providers in good standing and who have appropriate training, licensure, and scope of practice and must follow community standards of care.

These services shall include:

- Assessment and Diagnosis: Services include physical examination, laboratory and other diagnostic assessment consistent with community standards for such services.

- Treatment: Providing treatment as defined by local, state and federal healthcare regulations as well as by established health care industry credentialing standards and guidelines. Treatment shall be consistent with community standards for such services in a primary care setting. These services shall include management of chronic illnesses such as diabetes and hypertension and/or prescription and monitoring of medications. Treatment shall include emergency first aid.

- Medication Support: Prescribing, administering, dispensing and monitoring the safety, effectiveness and side effects of medications and providing medication education.

- Referrals and linkage: Referring and linking to long term primary health care providers, and as needed to emergency care, specialty care, dental and other community resources and healthcare supports.

Preventative Health Education and Screenings: Providing information about physical health conditions and preventative care measures including risk factors that negatively impact health, behaviors that promote good health, and screenings to assess for health conditions and/or infectious diseases and the need for vaccinations. Screenings must include, but are not limited, to those for diabetes, cardiovascular disease and hypertension.

4c. Substance Abuse Services: Substance abuse services are designed to establish the presence or absence of co-occurring disorders and addictive behaviors, determine the client's readiness for change, identify the client's strengths or problem areas that may affect the processes of treatment and recovery, and engage client in the development of an appropriate treatment plan to address problematic substance use. Substance abuse

services support an individual's choice to abstain from substance use and addictive behaviors or their choice to prevent/reduce the harm and risks associated with using substances and to assist individuals to achieve their wellness and recovery goals. The substance abuse disorders should cause a functional impairment, meet Medi-Cal Medical Necessity, be within the scope of services the Department of Mental Health currently funds and provides and must be linked to the mental health services being provided. **Funding will not be used for clients that require intensive services (i.e., drug detox, hospitalization, etc.).**

These services shall include:

- Individual/Group Counseling: Interventions used to assist in the understanding of problematic substance use behaviors and the development and use of alternative behaviors.

- Referrals and linkage: Referring and linking clients to community resources and supports, including self-help groups and detoxification providers.

- Education: Providing information about substance abuse and alternative wellness activities.

4d. Non-Traditional Services: The integration of non-traditional services is the core of the ICP/ISM. It seeks to build upon the strengths of the UREP communities by creating a model of care that is defined by the community through the collaboration between formal and non-traditional service providers. Recognizing that many communities have historically utilized non-traditional services in order to achieve mental and physical wellness in place of formal mental health services, the ICP/ISMs seek to incorporate community-defined, non-traditional services as a key component of the ICN phase. Non-traditional services can be provided to enrolled and un-enrolled clients (as part of OEE).

Non-traditional services can either be directly provided by the Prime Contractor and Partnering Contractor(s) or can be subcontracted to individuals, organizations, or agencies. Non-traditional activities can include, but are not limited to, the following:

- Mind/Body Wellness activities (e.g. acupuncture, yoga, massages, meditation, gardening, nutrition classes, Zumba classes, etc.)
- Spiritual activities (e.g. spiritual blessings, pastoral counseling, drumming groups, etc.)
- Community engagement activities (e.g. knitting support groups, coffee club support groups, etc.)

Staffing

Prime Contractor shall ensure that each ICP/ISM is staffed by a multidisciplinary team which constitutes the minimum core staff required to coordinate the various functions of the ICP/ISM. The ICP/ISM team is a discrete team of specially trained and culturally competent staff that helps clients utilize the resources of formal and non-traditional service networks, based on culturally-effective principles and values. In addition to the following minimally required staffing functions, the Prime Contractor must describe the collaborative partners that will comprise the integrated network of providers in the system of care. The following are the minimally required staffing functions for the ICP/ISM. Each position may be fulfilled by full-time or part-time staff, but must total 1 FTE.

1. Program Director: This qualified professional is responsible for the overall management and implementation of the ICP/ISM. The Program Director coordinates regular team meetings with the ICP/ISM staff. The Program Director is responsible for all administrative, clinical and contract management aspects of the model. This staff is responsible for overseeing the fiscal administration and fiscal leveraging of the ICP/ISM. This individual shall hold a graduate degree in a behavioral sciences field with demonstrated experience providing specialty mental health services and a working knowledge of fiscal operations. The Program Director must assure that all required data outcomes are being collected and entered on time.

2. Integrated Clinical Care Professional: This person is a licensed or license-waivered professional who is primarily responsible for each client's initial clinical diagnostic assessment, screening for mental health and substance abuse problems, providing crisis intervention, as well as other interventions that promote wellness and recovery. The Integrated Clinical Care Professional also participates in regular integrated treatment team meetings with the ICP/ISM team to review the existing caseload, discuss new and ongoing clients. In addition, the Integrated Clinical Care Professional facilitates treatment referrals to higher levels of care as needed. The Integrated Clinical Care Professional shall ensure that all ICP/ISM staff will provide the services to assist the client to meet their mental health, substance abuse, physical health and non-traditional service goals and objectives. The client and their family/significant others, as appropriate, shall participate in the development and review of the care/treatment plans.

3. Case Manager/Wellness Coordinator: The Case Manager/Wellness Coordinator conducts targeted outreach, engagement and education activities in order to increase awareness regarding mental health, substance abuse and physical health services as well as to assist in bringing clients into the ICP/ISM. The Case Manager/Wellness Coordinator will also help clients access needed community resources and supports, will perform routine case management activities and work with the mental health professionals in

providing services to clients. He/she is responsible for coordinating the provision of wellness/non-traditional services such as parenting classes, dance activities, arts & crafts, and cultural activities. This person may or may not be directly responsible for the provision of these services. The Case Manager/Wellness Coordinator may be a consumer/client. Experienced consumers/clients may mentor and train other consumers to work as Case Manager/Wellness Coordinator, peer or family advocates. Experienced peer or family advocates may mentor and train other peers to work as case managers.

4. Administrative Assistant: The Administrative Assistant is responsible for providing administrative support which includes secretarial work, filing of charts and paperwork, and other roles related to office flow. The Administrative Assistant provides assistance to the Program Director, data entry of billings into the IS system, and ensure that invoices are paid in a timely manner. The Administrative Assistant provides assistance to the Program Director, Integrated Clinical Care Professional, and Case Manager/Wellness Coordinator wherever needed.

5. Peer or Family/Community Advocate: A Peer Advocate is an individual with lived mental health experience, whereas a Family/Community Advocate may not have direct lived mental health experience but is very familiar with the mental health issues of a specific UREP community and has experience advocating for those with mental health issues in his/her family and/or community. The Peer or Family/Community Advocate is responsible for providing self-help groups, peer-to-peer/family-to-family/parent-to-parent groups, assisting clients with accessing community resources and supports and with restoring, improving or maintaining daily independent living, social/leisure and personal hygiene skills.

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5. OUTCOME DATA REQUIREMENTS

5.1. All Age Groups

Collecting and entering outcome data as specified by the Department at baseline and at 6 month intervals is a requirement of providing Recovery, Resilience and Reintegration services.

5.2. Transition Age Youth IPS

Outcomes data collection and program fidelity are reported regularly for individuals participating in Individual Placement and Support pilot program. Contractors shall also participate in DMH coordinated fidelity reviews (every 6 months, at a minimum). Fidelity Reviews are designed to assess the program's implementation of the IPS model, ensure model fidelity, and provide technical assistance and consultation to enhance the implementation of the model.

Contractor shall collect specific outcome data and engage in program fidelity reviews and to use this outcome data to assess the provider's program design and implementation, and make mid-course corrections as necessary to ensure the achievement of positive outcomes.

County of Los Angeles-Department of Mental Health-Provider Reimbursement Division
Monthly Claim for Cost Reimbursement

SPECIAL HANDLING REQUIRED

Fiscal Year _____

SPECIAL HANDLING REQUIRED

MHSA-Client Supportive Services and One-Time MHSA Expenses

Funding Source Name: _____
(Full Service Partnership (FSP), Recovery, Resilience & Reintegration (RRR), Alternative Crisis Services, Linkage, Innovation (INN) or Prevention and Early Intervention(PEI))

Program: _____
FSP: Child, WRAP Child, TAY, WRAP TAY, Adult, Older Adult, ACT, AHT, FCCS, Homeless Housing or Medicare Housing
RRR: Child, TAY, Adult, Older Adult, Integrated Child, ISM or TAY Drop-In Centers
Alternative Crisis Services: Urgent Care Center, IMD Step Down/Enriched Residential Services or Residential & Bridging
Linkage: Linkage
INN: INN2-Trauma Resilient Communities or INN3-Peer Support Specialist FSP
PEI: Suicide Prevention, Prevention, Early Intervention, Stigma and Discrimination Reduction, Access and Linkage to Treatment or Outreach for Increasing Recognition of Early Signs of Mental Illness

Legal Entity Name: _____

Legal Entity Mailing Address: _____

Billing Month(s): _____ Contract Amendment No.: _____

Provider Number(s): _____

1. Expenditures:			
1.1	A. SFC 70: Client Housing Support Expenditures	_____	(1.1)
1.2	B. SFC 71: Client Housing Operating Expenditures	_____	(1.2)
1.3	C. SFC 72: Client Flexible Support Expenditures	_____	(1.3)
1.4	D. SFC 75: Non-Medi-Cal Capital Assets (not allowed for PEI funding)	_____	(1.4)
1.5	E. SFC 78: Other Non Medi-Cal Client Support Expenditures	_____	(1.5)
2. One-Time Costs:			
2.1	A. SFC 72: Client Flexible Support Expenditures	_____	(2.1)
2.2	B. SFC 75: Non Medi-Cal Capital Assets One-time Assets >$5000 (not allowed for PEI funding)	_____	(2.2)
2.3	C. SFC 78: Other Non Medi-Cal Client Support Expenditures One-time Recruitment, Training, and Equipment <$5000	_____	(2.3)
3. Total Expenditures (add lines 1.1 through 2.3)		_____	(3.0)
Less. Patient & Third Party Revenues			
3.1	Patient Fees	_____	(3.1)
3.2	Patient Insurance	_____	(3.2)
3.3	Medicare	_____	(3.3)
3.4	Other: _____	_____	(3.4)
4. Total Revenues (add lines 3.1 through 3.4)		_____	(4.)
5. Expenditures less revenues (subtract line 4 from line 3)		_____	(5.)
6. **Net Payable**		_____	(6.)

Comments: _____

NOTE: CAPITAL DEVELOPMENT PROJECTS, INCLUDING ALL FIXED ASSETS OR REAL ESTATE ACQUISITIONS PURCHASED WITHIN THE PARAMETERS OF CLIENT SUPPORTIVE SERVICES, REQUIRE THE DIRECTOR'S PRIOR APPROVAL.

I hereby certify that all information contained above are services and costs eligible under the terms and conditions for reimbursement under Client Supportive Services and is true and correct to the best of my knowledge. All supporting documentation will be maintained in a separate file for the period specified under the provisions of the Mental Health Services Agreement - Legal Entity, Paragraph 12, Subparagraph A, Section (1), Sub-sections (1)(a) and (1)(b), Section (2), Section (3), and Section (4).

Signature: _____ Phone No.: _____

Title: _____ Date: _____

LAC-DMH Program Approval:

_____ _____
Approved By (signature) Date

_____ _____
Print Name Title

Attachment B

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
MENTAL HEALTH SERVICES ACT- CLIENT SUPPORTIVE SERVICES
EXPENSE REIMBURSEMENT CLAIM

Type of CSS Funds: ☐ RRR ☐ FSP ☐ INN ☐ Alt Cris Svcs ☐ LNKG ☐ PEI ☐ INN ***Program Type:** _____

Legal Entity Number : _____ **Billing Month:** _____ **Fiscal Year:** _____

Legal Entity Name: _____ **Provider Number:** _____

IS #	Client Name	Vendor	Description	*SFC 70	*SFC 71	*SFC 72	*SFC 78
			Totals:	$0.00	$0.00	$0.00	$0.00

* Please identify the specific program for each type of CSS funding. Examples include, but are not limited to FSP: Child, WRAP Child, TAY, WRAP TAY, Adult, Older Adult, ACT, IMHT, IFCCS, Homeless, Housing or Measure H Housing; RRR: Child, TAY, Adult, Older Adult, Integrated Clinic, ISM, or TAY Drop-in Centers; Linkage: Jail Linkage; Alternative Crisis Services: Urgent Care Center, IMD Step Down/Enriched Residential Services, or Residential & Bridging; PEI: Suicide Prevention, Prevention, Early Intervention, Stigma and Discrimination Reduction, Access and Linkage to Treatment or Outreach for Increasing Recognition of Early Signs of Mental Illness; INN: INN2-Trauma Resilient Communities or INN5-Peer Support Specialist FSP

TOTAL REIMBURSEMENT: $0.00

Agency Verification

I hereby certify that all information contained above are services and costs eligible under the terms and conditions for reimbursement under Client Support Services and is true and correct to the best of my knowledge. All supporting documentation will be maintained in a separate file for the period specified under the provisions of the Mental Health Services Agreement - Legal Entity, Paragraph 13, Subparagraph A, Section (1), Sub sections (1)(a) and (1)(b), Section (2), Section (3), and Section (4).

Signature _____ Date _____

Print Name _____ Title _____

DMH APPROVAL

Date _____ Signature _____

Print Name _____ Title _____

Exh 1100 - rev MHSA 5/16/18

Attachment C

COUNTY OF LOS ANGELES - DE. ...TMENT OF MENTAL HEALTH
MENTAL HEALTH SERVICES ACT- CLIENT SUPPORTIVE SERVICES
REIMBURSEMENT OF STAFF TIME CLAIM DETAIL

Funding Source Name: _____
(Full Service Partnership (FSP), Recovery, Resilience & Reintegration (RRR), Alternative Crisis Services, Linkage, Innovation (INN) or Prevention and Early Intervention (PEI))

Program: _____
FSP: Child, WRAP Child, TAY, WRAP TAY, Adult, Older Adult, AOT, IMRT, IFCCS, Homeless, Housing or Measure H Housing; **RRR:** Child, TAY, Adult, Older Adult, Integrated Clinic, ISM, or TAY Drop-in Centers; **Alternative Crisis Services:** Urgent Care Center, IMD Step Down/Enriched Residential Services, or Residential & Bridging **Linkage:** Jail Linkage; **PEI:** Suicide Prevention, Prevention, Early Intervention, Stigma and Discrimination Reduction, Access and Linkage to Treatment or Outreach for Increasing Recognition of Early Signs of Mental Illness; **INN:** INN2-Trauma Resilient Communities or INN5-Peer Support Specialist FSP

Legal Entity Name: _____ **Billing Month:** _____ **Fiscal Year:** _____

Legal Entity Number: _____ **Provider Number:** _____

Staff Name	Staff Title	Hours Worked	Hourly Rate	Monthly Claim Amount
		0.0		$0.00

*Note the agency will only be reimbursed for staff time that is not billable to another funding source.

Agency Verification		DMH Approval
I hereby certify that all information contained above are services and costs eligible under the terms and conditions for reimbursement under Client Supportive Services and is true and correct to the best of my knowledge. All supporting documentation will be maintained in a separate file for the period specified under the provisions of the Mental Health Services Agreement - Legal Entity, Paragraph 12, Subparagraph A, Section (1), Sub-sections (1)(a) and (1)(b), Section (2), Section (3), and Section (4).		
		Approved By (Signature) Date
Signature	Date	
Print Name	Title	Print Name

Exh. 1100

Attachment D

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
MENTAL HEALTH SERVICES ACT- CLIENT SUPPORTIVE SERVICES
REIMBURSEMENT OF CLIENT TIME CLAIM DETAIL

Funding Source Name: Recovery, Resilience & Reintegration **Program:** Integrated Clinic

Legal Entity Name: _____ **Billing Month:** _____ **Fiscal Year:** _____

Legal Entity Number: _____ **Provider Number:** _____ **Hourly Rate:** $ -

Date of Service	IS/IBHIS #	Client Name	Service Description	Time Spent (the # of 20 minute increments)
			TOTAL TIME IN MINUTES:	0
			TOTAL REIMBURSEMENT:	$ -

*Note the agency will only be reimbursed for staff time that is not billable to another funding source.

Agency Verification	DMH Approval
I hereby certify that all information contained above are services and costs eligible under the terms and conditions for reimbursement under Client Supportive Services and is true and correct to the best of my knowledge All supporting documentation will be maintained in a separate file for the period specified under the provisions of the Mental Health Services Agreement - Legal Entity, Paragraph 12, Subparagraph A, Section (1), Sub-sections (1)(a) and (1)(b), Section (2), Section (3), and Section (4).	
Signature Date	Approved By (Signature) Date
Print Name Title	Print Name

Exh. 1100

ATTACHMENT E

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH

SUPPLEMENTAL INFORMATION REQUEST FORM

REQUEST / CLIENT INFORMATION

Agency Name: _____ Provider #: _____ Date: _____

Name of case manager requesting CSS funds: _____ Billing Month: _____

Client's Name : _____ IS/IBHIS #: _____

Amount Requested: $ _____ Have CSS funds been requested for this client before? Y _____ N _____

CSS FUND USAGE DETAIL

Description of ongoing expense(s) beyond 3 months: _____

_____

_____

Purpose of expense(s): _____

_____

How does/do the expense(s) support and contribute to client's treatment goals? (attach CCCP) _____

_____

List alternative resources explored to cover expense(s):

_____

VERIFICATION

I hereby certify that all of the information contained above is true and accurate to the best of my knowledge.

Case Manager's Name	Case Manager's Signature	Date

Approving DMH Manager's Name	Approving DMH Manager's Signature	Date

ATTACHMENT F

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
MENTAL HEALTH SERVICES ACT –CLIENT SUPPORTIVE SERVICES

Monthly Workflow for RRR-Integrated Service Management Model (ISM)

Fiscal Year: _____ **Billing Month:** _____

Legal Entity Name: _____ **Legal Entity #:** _____ **Provider #:** _____

Employee's Name: _____ **Title:** ☐ **Program Director** ☐ **Administrative Assistant**

Activity/Task Description	% of Time Allocated
TOTAL	

This form must be attached when requesting reimbursement for Program Director and/or Administrative Assistant salaries.

ATTACHMENT G

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH
RRR – INTEGRATED SERVICE MANAGEMENT MODEL (ISM) PRE-APPROVAL FORM

CLIENT INFORMATION

Client Name/IS #: ☐ M ☐ F **DOB:** __/__/__

Medical Insurance: ☐ Medi-Cal ☐ MediCare ☐ Indigent ☐ Other_____

Initial Assessment Date: __ / __ / __ **Most recent CCCP update:** __/__/__

MENTAL HEALTH STATUS

Mental Health

Diagnosis:_____

Substance Abuse

Is there a co-occurring substance abuse disorder? ☐ Yes ☐ No
If yes, please list specific substance abuse disorder: _____

PHYSICAL HEALTH STATUS

Chronic Physical Health Condition(s)

☐ Cardiopulmonary disease (specify): _____

☐ Cardiovascular disease (specify): _____

☐ Chronic Pain (i.e. arthritis) *Specify Location*: _____

☐ STD/HIV/AIDS ☐ Hepatitis ☐ Diabetes ☐ Obesity

☐ Other (specify): _____

CLIENT FLEX FUND REQUEST

What is being requested?

Who will provide this service? (if applicable)

How does the Flex Fund request tie into the Client's mental health goals and treatment plan?

Is this a one-time request? ☐ Yes ☐ No If no, specify duration:

Total cost of request: $

Is the client able to contribute towards the cost of the request?

What other resources have been explored to cover cost of the request?

Is the client currently receiving other CSS funded services/items? ☐ Yes ☐ No If yes, specify:

APPROVAL

ISM Provider

Agency Name: _____

Staff name: _____

Signature Date

County of Los Angeles-Department of Mental Health

☐ Request Approved ☐ Request Denied

☐ Additional Information Requested: _____

RRR-ISM Program Head Date

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH

REASONABLE AND ALLOWABLE PURCHASE LIMITS

CSS funding is for use when clients do not have the resources and when other possible avenues for funding have been explored and exhausted. Listed below is a general guideline for coding common expenses with the appropriate matching Service Function Code (SFCs). Individual expenses are unique to each client and are not necessarily limited to the categories listed below. Please submit a pre-approval Supplemental Information Request (SIR) form if the purchase exceeds these limits

SFC 70 – CLIENT HOUSING SUPPORT

Shelter	$300 Monthly
Motel or Hotels	$50 - $100 per night (pre-approval required for stays over 5 nights)

Rent (Fair Market Rent) or Board & Care Rates (adults) with pre-approval

Efficiency	1 bedroom	2 bedroom	3 bedroom	4 bedroom
$1,350	$1,750	$2,550	$3,250	$3,400

Rent of residence (per person)	$315 per month*
Security Deposits	2 times the monthly rent, unfurnished
*Rents may vary depending upon location and fair market Value of housing	3 times the monthly rent, furnished

SFC 71 – CLIENT HOUSING OPERATING SUPPORT

Credit Reporting Fees	$15-$20 per report
Property Tax	$3,000 (pre-approval by age group lead required)
Utilities	Water & Electricity, $130 - $150 per month
	Cell phone: pre-paid up to $50 per month
	monthly up to $100 per month
	Gas, $30 - $50 per month
Basic Cable	$30 per month
Internet	$42 per month
Bundle[I]	TV/Telephone, $60 - $80 per month
	TV/Telephone/Internet, $105 per month

SFC 72 – CLIENT/FAMILY/CAREGIVER SUPPORT

Car gasoline	$300 per month
Clothing	$150 per person, per month (including tax)
Shoes	$60 per person, per month (including tax)
Alternative Healing Methods	Curandero, $40 - $100 per session
	Acupuncture $70 - $120 per session
Food	$250 per person, per month (including tax)
Household Items	$95 per month (including tax)
Hygiene Items	$90 per month (including tax)
Recreation/Social Activities	$135 per month
Summer Camp[II]	$75 - $350 per week; up to $700 per month
School Supplies	$50 monthly per month, per client (including tax)
Private Tutor	$20/hr. - $50/hr. (maximum of $600 a month)
Learning Centers	$15/hr. - $25/hr. (maximum of $500 a month)
Transportation	$100 monthly Metro Pass
	Up to $57.50 (30 tokens) monthly per client
Household Goods[III]	Up to $2500 (including tax)
	*Purchases must not exceed the $2500 maximum for all combined items
Appliances	Stove, $450-$600 (New) (including tax & delivery)
	Washer/Dryer, $200 - $1000 (including tax and delivery)
	Refrigerator, up to $600 (including tax & delivery)
	Microwave, up to $60 (including tax)
	Television, up to $400 (including tax & delivery)
	Vacuum Cleaner, up to $120 (including tax & delivery)
Bedroom Furniture	$400 (including tax & delivery)
Mattresses	$450 (including tax & delivery)
Living Room Furniture	$550 (including tax & delivery)
Kitchen/Dining Table Set	$200-$300 (including tax & delivery)
Immigration Assistance Fees[IV]	$400 - $1000

Exceptions to these guidelines may be made on a case by case basis with pre-approval by the Age Group Lead

[I] Bundle services will vary depending on the carrier. Certain residences can only subscribe to a specific carrier.

[II] Monthly cost depends upon duration of program and scope of services.

[III] Household goods include appliances, furniture, kitchenware and linens.

[IV] Attached is a summary of fees associated with form number.

ATTACHMENT I

CSS EXPENDITURE CODING GUIDE

CSS funding is for use when clients do not have resources and other possible avenues for funding have been explored and exhausted. Listed below is a general guideline for coding common expenses with the appropriate matching Service Function Codes (SFCs). It is important to remember that individual expenses are unique to each client and are not necessarily limited to those listed in the categories below.

ALLOWABLE EXPENSES

SFC 70 – CLIENT HOUSING SUPPORT

- Eviction Prevention, i.e. payment of overdue rent
- Hotel/Shelter Subsidies
- Master Leasing (with DMH approval)
- Rent/Mortgage/Lease Subsidies (e.g. apartments, Sober Living Homes, Adult Residential Facilities)
- Residential substance abuse treatment programs
- Security Deposits
- Transitional Residential Programs

SFC 71 – CLIENT HOUSING OPERATING SUPPORT

- Agency Management Fees
- Credit Reporting Fees
- Insurance
- Property Taxes
- Repair/Maintenance to Home, including repair due to damage by tenant
- Utilities, e.g. electricity, gas, water

SFC 72 – CLIENT/FAMILY/CAREGIVER SUPPORT

- Car, e.g. gasoline, insurance, payment, registration, repair
- Clothing
- Culturally appropriate alternative healing methods, e.g. curandero, cupping, acupuncture
- Education and Tutorial Expenses
- Employment , e.g. uniforms, license fees, tools of the trade

SFC 72 – CLIENT/FAMILY/CAREGIVER SUPPORT (CONTINUED)

- Food
- Furniture/Appliances
- Gift Cards
- Household Items, e.g. Kitchenware, Linen/Bedding, Cleaning Products
- Hygiene Items
- Medical/ Dental/ Optical
- Moving Expenses
- Recreational/Social Activities
- Reinforcers i.e., Inexpensive, small primary reinforcers for behavioral management purposes linked directly to client service plans
- Respite Care
- School Supplies
- Sports Registration
- Summer Camps
- Tickets/citations – *REQUIRE PRE-AUTHORIZATION FROM AGE GROUP LEAD*
- Transportation, e.g. Bus Passes, Tokens, Taxi Vouchers
- Vocational

SFC 78- OTHER NON-MEDI-CAL CLIENT SUPPORT

- Consumer/Peer/Parent Advocate Salaries*
- Housing/Employment Specialists Salaries*

**Members of the program's treatment team that bill through the IS cannot request their wages be reimbursed through this mechanism. See Guideline for details.*

NON–ALLOWABLE EXPENSES

- Alcohol
- Construction or rehabilitation of housing, facilities, buildings or offices
- Costs for staff to accompany clients to venues such as sporting events, concerts or amusement parks
- Expenses related to purchasing land or buildings
- Illegal substances / activities
- Incentives
- Medi-Cal Share of Cost
- Prescription drugs that would otherwise be available via Indigent Medication Prescription Assistance programs
- Service Extenders (refer to the Older Adults FCCS Guidelines Manual for directions on submitting invoices for Service Extenders)
- Sexually explicit materials
- Tobacco
- Units of Service or any other service costs that are reported under Modes 05, 10, 15, or 45

Vehicles for programs

CONTRACTOR'S EEO CERTIFICATION

St. Francis Medical Center
Contractor Name

3630 East Imperial Highway, Lynwood, CA 90262-2636
Address

91-215-4439
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☒	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☒	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☒	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☒	No ☐

Eleanor Ramirez, Interim CEO
Authorized Official's Printed Name and Title

[redacted]
Authorized Official's Signature

12/12/12
Date

COUNTY'S ADMINISTRATION

CONTRACTOR'S NAME: St. Francis Medical Center

CONTRACT NO: MH122048

DIRECTOR OF MENTAL HEALTH:

Name: Jonathan E. Sherin, M.D., Ph.D.
Title: Director
Address: 550 S. Vermont Avenue
Los Angeles, CA., 90020
Telephone: (213) 738-4601
E-Mail Address: Director@dmh.lacounty.gov

COUNTY MONITORING MANAGER:

Name: Terri Boykins, LCSW
Title: Deputy Director
Address: 550 S. Vermont Avenue, 4th Floor
Los Angeles, CA., 90020
Telephone: (213) 738-2408
E-Mail Address: TBoykins@dmh.lacounty.gov

CONTRACT LEAD:

Name: Elena Farias
Title: Mental Health Clinical Program Manager III
Address: 550 S. Vermont Avenue
Los Angeles, CA., 90020
Telephone: (310) 668-3962
E-Mail Address:efarias@dmh.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: St. Francis Medical Center

CONTRACT NO: M-H-1=.22=0.4.8.

CONTRACTOR'S CONTRACT MANAGER:

Name: Madelene Carpinteyro
Title: Contract Manager
Address: 3630 E. Imperial Hwy
Lynwood, CA 90260
Telephone: (310) 900-7314
Facsimile: (310) 900-8299
E-Mail Address: MadeleneCarpinteyro@verity.org

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Eleanor Ramirez
Title: Interim Chief Executive Officer
Address: 3630 E. Imperial Hwy
Lynwood, CA 90260
Telephone: (310) 900-7302
Facsimile: (310) 900-8299
E-Mail Address: EleanorRamirez@verity.org

Name:
Title:
Address:
Telephone:
Facsimile:
E-Mail Address:

Notices to Contractor shall be sent to the following:

Name: Mariko Yamada
Title: Director, Children's Counseling Center
Address: 3630 E. Imperial Hwy
Lynwood, CA 90260
Telephone: 310.900.8491
Facsimile:
E-Mail Address: MarikoYamada@verity.org

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR: St. Francis Medical Center Contract No.: MH122048

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: [redacted] DATE: 6/28/18

PRINTED NAME: Eleanor Ramirez

POSITION: Interim CEO

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR: St. Francis Medical Center Contract No.: MH122048

Employee Name: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR: St. Francis Medical Center Contract No.: MH122048

Non-Employee Name: _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/__ __/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4 4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision, or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Safely Surrendered
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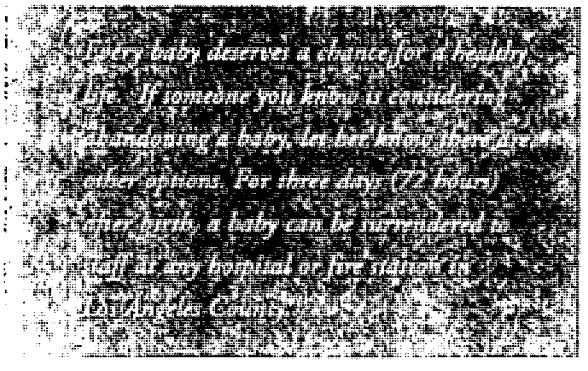
Safely Surrendered

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.



How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the *parent* changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who leave their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby *to someone who works at the hospital* or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

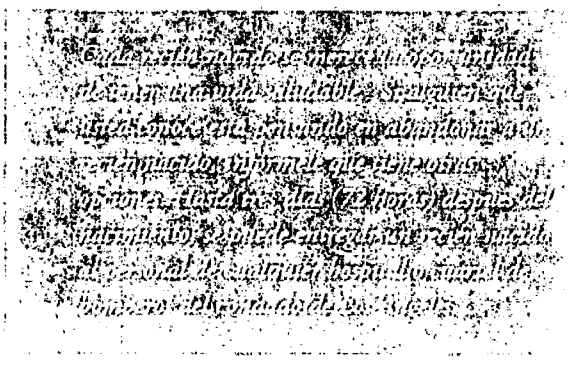
Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the one placed on the baby that would provide some identification in the event the mother changed her mind. Upon surrendering the baby, and if she failed to reclaim the baby in the 14-day period allowed by the Law, the aunt was also provided with a medical questionnaire and told she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

Ley de Entrega de Bebés
Sin Peligro

Los [illegible] en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

Ley de Entrega de Bebés

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.



¿Cómo funciona?

El padre/madre con dificultades que no puede o no quiere cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo las madres pueden llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dijo a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

DEFINITIONS

The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

1. **"ACA"** means the Patient Protection and Affordable Care, Public Law 111–148, comprehensive health care reform passed by Congress and then signed into law by the President on March 23, 2010;

2. **"Board of Supervisors" ("Board")** means the Board of Supervisors of the County of Los Angeles acting as governing body;

3. **"Cal MediConnect"** means the Centers for Medicare & Medicaid Services (CMS) and the State of California's three-year demonstration project to promote coordinated health care delivery to seniors and people with disabilities who are dually eligible for both of the State Medi-Cal program and the federal Medicare program;

4. **"CalWORKs"** means California Work Opportunities and Responsibilities to Kids Act, which under California Welfare and Institutions Code Section 11200 et seq. provides for mental health supportive services to eligible welfare recipients. CalWORKs funding consists of both federal and State funds;

5. **"Cash Flow Advance"** means County General Funds (CGF) furnished by County to Contractor for cash flow purposes in expectation of Contractor repayment pending Contractor's rendering and billing of eligible services/activities;

6. **"CCR"** means the California Code of Regulations;

7. **"CDSS"** means California Department of Social Services;

8. **"CGF"** means County General Funds;

9. **"Contract"** means this contract executed between County and Contractor. Included are all supplemental contracts amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work;

10. **"Contractor"** means the person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an contract with the County to perform or execute the work covered by this contract;

11. **"Contractor Project Manager"** means the person designated by the Contractor to administer the Contract operations under this Contract;

12. **"Cost Reimbursement"** or **"CR"** means the arrangement for the provision of mental health services based on the reasonable actual and allowable costs of services provided under this Contract, less all fees paid by or on behalf of

patients/clients and all other revenue, interest and return resulting from the same services;

13. **"County"** means the Board of Supervisors of the County of Los Angeles acting as governing body.

14. **"County Contract Project Monitor"** means person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor;

15. **"County Project Manager"** means person designated by County's Project Director to manage the operations under this contract;

16. **"County Project Director"** means person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager;

17. **"County's Claims Processing Information System"** means the current system employed by the Department of Mental Health to submit and process claims;

18. **"Countywide Maximum Allowances"** or **"CMA"** means County established maximum reimbursement rates for specialty mental health services provided by the Los Angeles County Department of Mental Health Legal Entity Contractors;

19. **"CPT"** means Physicians' Current Procedural Terminology as referenced in the American Medical Association standard edition publication;

20. **"Day(s)"** means calendar day(s) unless otherwise specified;

21. **"DCFS"** means County Department of Children and Family Services;

22. **"DHCS"** means California Department of Health Care Services;

23. **"Director"** means County's Director of Mental Health or his authorized designee;

24. **"DMH"** means County's Department of Mental Health;

25. **"DPSS"** means County's Department of Public Social Services;

26. **"EOB"** means `**Explanation of Balance**' for Title XIX Short-Doyle/Medi-Cal services which is the State Department of Health Services adjudicated claim data and `**Explanation of Benefits**' for Medicare which is the Federal designated Fiscal Intermediary's adjudicated Medicare claim data;

27. **"EPSDT"** means the Early and Periodic Screening, Diagnosis, and Treatment program, which is a requirement of the Medicaid program to provide comprehensive health care. Such State funds are specifically designated for this program;

28. **"FFP"** means Federal Financial Participation for Short-Doyle/Medi-Cal services and/or Medi-Cal Administrative Activities as authorized by Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.;

29. **"Fiscal Intermediary"** means County acting on behalf of the Contractor and the Federally designated agency in regard to and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities;

30. **"Fiscal Year"** means the twelve (12) month period beginning July 1st and ending the following June 30th;

31. **"Funded Program"** means a set of services paid through a particular funding source for the benefit of a specific beneficiary (e.g., Medi-Cal/Healthy Families or Non-Medi-Cal/Non-Healthy Families). The Funded Program Amount is the basis for the provisional payment to the Contractor per Paragraph E of the Financial Exhibit A of the LAC-DMH LE Contract. A Funded Program is made up of one or more Subprograms;

32. **"Gross Program Budget"** is the sum total of the Net Program Budget and all "Third Party Revenues" shown in the Financial Summary;

33. **"GROW"** means General Relief Opportunities for Work;

34. **"HITECH"** means The Health Information Technology for Economic and Clinical Health Act. Subtitle D of the HITECH Act addresses the privacy and security concerns associated with the electronic transmission of health information, in part, through several provisions that strengthen the civil and criminal enforcement of the HIPAA rules.

35. **"HIPAA"** means Health Insurance and Portability Act. HIPAA Privacy Rule provides federal protections for personal health information held by covered entities (or a Business Associate of a "Covered Entity") and gives patients an array of rights with respect to that information. At the same time, the Privacy Rule is balanced so that it permits the disclosure of personal health information needed for patient care and other important purposes.

36. **"IMD"** means Institutions for Mental Disease and includes hospitals, nursing facilities or other institutions of more than 16 beds that are primarily engaged in providing diagnosis, treatment or care of persons with mental disease, including medical attention, nursing care and related services;

37. **"Legal Entity"** means a provider of mental health services as is described in Title 9 CCR section 1840.100;

38. **"Master Agreement List"** means a list of contractors who have submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ), and have met the minimum qualifications listed in the RFSQ, and who have an executed Master Agreement;

39. **"Maximum Contract Amount"** is the sum total of all "Allocations" shown in the Financial Summary; except that the "Maximum Contract Amount" shall not include "Third Party Revenue" shown in the Financial Summary;

40. **"Medicaid Expansion under ACA in California"** means expansion of Medi-Cal eligibility to additional low-income adults;

41. **"Mental Health Services Act" ("MHSA")** means the initiative originally adopted by the California electorate on November 2, 2004, and as subsequently amended, which creates a new permanent revenue source, administered by the State, for the transformation and expanded delivery of mental health services provided by State and County agencies and which requires the development of integrated plans for prevention, innovation, and system of care services;

42. **"MHRC"** means Mental Health Rehabilitation Centers certified by the DHCS;

43. **"Organizational Provider's Manual"** is the Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services;

44. **"PATH"** means Projects for Assistance in Transition from Homelessness Federal grant funds;

45. **"PHF"** means a Psychiatric Health Facility. A Psychiatric Health Facility is a health facility licensed by the State Department of Mental Health, that provides 24 hour acute inpatient care on either a voluntary or involuntary basis to mentally ill persons; such care includes the following basic services: psychiatry, clinical psychology, psychiatric nursing, social work, rehabilitation, drug administration, and appropriate food services for those persons whose physical health needs can be met in an affiliated hospital or in outpatient settings;

46. **"PHI"** means Protected Health Information. PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations.

47. **"PII"** means Personally Identifiable Information. Any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") §6801 et seq.).

48. **"Request for Services" ("RFS")** is a second solicitation process to Contractors on a pre-qualified Master Agreement that requests specific and detailed services as defined in a Statement of Work at a time when such services are needed;

49. **"Request for Statement of Qualifications" ("RFSQ")** means a solicitation based on establishing a pool of qualified vendors/contractors to provider services through a Master Agreement;

50. **"SAMHSA"** means Substance Abuse and Mental Health Services Administration Federal block grant funds;

51. **"Sensitive Position"** means, per Resolution of the Board of Supervisors of the County, any position involving duties which pose a potential threat or risk to the County or to the public when performed by persons who have a criminal history incompatible with those duties, whether those persons are employees of the County or perform those services pursuant to contract;

52. **"Service Exhibit" (SE)** means the directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services;

53. **"SDMH"** means State Department of Mental Health; – Assembly Bill 102, signed by Governor Brown on June 28, 2011, directs the transfer of Medi-Cal related mental health services to DHCS therefor any reference to SDMH in Contract should mean DHCS; unless otherwise specifically stated to mean "SDMH";

54. **"SFC"** means Service Function Code, as defined by Director, for a particular type of mental health service, and/or Title XIX Medi-Cal administrative claiming activity;

55. **"SNF-STP"** mean Skilled Nursing Facility licensed by the DHCS, with an added Special Treatment Program certified by the California Department of Public Health;

56. **"State"** means the State of California;

57. **"Statement of Qualifications"** ("SOQ") means a contractor's response to an RFSQ;

58. **"Statement of Work" ("SOW")** means the directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services;

59. **"Subcontract"** means a contract by the contractor to employ a subcontractor to provide services to fulfill this contract;

60. **"Subcontractor"** means any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials, to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written contract;

61. **"Subprogram"** means a set of services for a specific purpose. The Subprogram Amounts are allocated and/or awarded based on Contractors' areas of expertise and their ability to provide specific services and/or serve specific populations. The

Subprogram Amounts will be used to monitor the provision of mental health services within the Funded Program and will not be used at cost settlement;

62. **"Title IV"** means Title IV of the Social Security Act, 42 United States Code Section 601et seq.;

63. **"Title XIX"** means Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.;

64. **"Title XXI"** means Title XXI of the Social Security Act, 42 United States Code Section 1396 et seq.;

65. **"UMDAP"** means DHCS's Uniform Method of Determining Ability to Pay;

66. **"WIC"** means the California Welfare and Institutions Code; and

67. **"Work Order"** means a document, which includes a Statement of Work, requesting Bids for specific services from a pre-qualified pool of Contractors that have Master Agreements. An executed Work Order becomes part of the Master Agreement.

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Legal Entity Contract's Paragraph 9.11 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

I, the undersigned certify that I am not presently excluded from participation in federally funded health care programs, nor is there an investigation presently pending or recently concluded of me which is likely to result in my exclusion from any federally funded health care program, nor am I otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I further certify as the official responsible for the administration of St. Francis Medical Center (hereafter "Contractor") that all of its officers, employees, agents and/or sub-contractors are not presently excluded from participation in any federally funded health care programs, nor is there an investigation presently pending or recently concluded of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federally funded health care program, nor are any of its officers, employees, agents and/or sub-contractors otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I understand and certify that I will notify DMH within thirty (30) calendar days, in writing of:

- Any event that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federally funded health care programs, or
- Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federally funded healthcare program payment may be made.

Name of authorized official (Official Name): Eleanor Ramirez
Please print name

Signature of authorized official [redacted] Date 11/24/12

REQUIRED SUPPLEMENTAL DOCUMENTS

INSTRUCTIONS ON SUBMISSION OF DOCUMENTS

For Contracts up for renewal (submit every three years): ***All the documents listed below must be submitted to DMH's Contracts Development Administration Division at 550 S. Vermont Ave., 5th Floor, Los Angeles, CA 90020, at the time of execution of Contract, but no later than ten (10) business days after July 1st of the fiscal year in which Contract is being executed (for new Contracts with an effective date other than July 1st, these documents must be submitted ten (10) business days after the effective date of the Contract). Documents must be submitted in a one-subject binder in sequence as listed below. Contractor must give a good cause justification, in writing, for not submitting the documents in the time period described above. The written justification must be addressed to the DMH lead District Chief overseeing the Contract.***

For Contracts that will be amended (submit annually if necessary): ***The following documents must be resubmitted annually during the term of the contract, Financial Responsibility Requirements, Indemnification and Insurance, Contractor Acknowledgement and Confidentiality Agreements, Contractor's Compliance with Encryption Requirements, and the Confidentiality Oath unless there are updates or revisions and then all documents listed below must be resubmitted.***

1. **Corporation Documents**
   Provide a copy of the following:

   a. List of Authorized Persons: Board minutes authorizing the person(s) and identifying her/his job title that is (are) legally empowered to sign legal documents on behalf of the organization;

   b. Articles of Incorporation and Corporate Seal: The imprint/copy of the Corporate Seal if the organization is a corporation is to be **affixed to the copy of the Articles of Incorporation. The Corporate Seal must read the same as the organization's name. An explanation for any difference, if any, between the Corporate Seal and the organization's name as used in the Negotiation Package is to be provided; and**

   c. By-Laws/Amendments.

2. **Organizational Chart** – Attach a current/proposed organizational chart, showing all existing and proposed mental health and substance abuse programs/subprograms irrespective of DMH funding.

3. **Financial Responsibility Requirements**

The Contractor must comply with Department's Policy No. 813.04 - **Financial Responsibility Requirements for Contracting with the County of Los Angeles Department of Mental Health**. This DMH Policy can be accessed in its entirety at the following website: http://lacdmh.lacounty.gov/ContractorsPolicies/Documents/800/813_04.pdf

4. **Rent and Lease Agreements** specifying all Terms and Conditions **shall be made available within three (3) business days should DMH or its representative request the documents**.
Such agreements if requested are to include: term of Agreement; monetary consideration; other leasing consideration; full names and addresses of leaser; and any family/related party relationship between leaser and the organization and its officers and Board of Directors including a full listing of full names of officers, directors, etc. who have any family/related party relationship with leaser.

5. **Fully Executed Contracts** (e.g., Consultants, professional services, etc.) **shall be made available within three (3) business days should DMH or its representative request the documents**.

6. **Equipment Lease(s)** copies for equipment, including automobiles, photocopiers, etc. **shall be made available within three (3) business days should DMH or its representative request the documents**.

7. **Maintenance Agreement(s)** for equipment and other items **shall be made available within three (3) business days should DMH or its representative request the documents**.

8. **Subcontract(s)** – List of all subcontractors.

Contractors must have **prior written approval** from DMH in order to enter a particular subcontract.

PERFORMANCE STANDARDS AND OUTCOME MEASURES EXHIBIT

CONTRACTOR: St. Francis Medical Center

Legal Entity Number: 01366

Pursuant to Paragraph 8 15 COUNTY S QUALITY ASSURANCE PLAN Contractor shall be subject to the following standards and outcomes that have been checked in the last column titled "Required Outcome" and which will be used by County as part of the determination of the effectiveness of services delivered by Contractor Also, as stated in Paragraph 3.0, Contractor may be subjected to other specific performance outcomes that are required for Mental Health Service Act (MHSA) programs. MHSA performance outcomes are separately identified from this Attachment M and are instead provided in the respective MHSA service exhibits that are part of this Legal Entity Contract. if applicable

Line ID	Outcomes Domains	Performance Outcomes Targets	Method of Data Collection	Required Outcome (check)
1		State mandated (California Welfare and Institutions Code (WIC) § 5612 and WIC § 5613)	California Consumer's Perception Survey - MHSIP[1], YSS[2] and YSS-F[3] survey instruments.	P
Performance Outcomes Project:				
2	Access to Services	Client received continuity of care by being seen within 5 business days of discharge from an acute psychiatric hospital. (System wide benchmark is 75% or more of the clients are seen within the five (5) days).	County DMH's claims processing information system data repository.	
3		80% or more of responding clients were able to receive services at convenient times and location.	MHSIP, YSS and YSS - F survey instruments.	
4		Client received continuity of care by being seen within 14 calendar days of discharge from mental health residential treatment program/institutional setting (Only applicable to residential/institutional service providers. Unplanned discharges are excepted from the 14 day requirement). (System wide benchmark is 59% or more of the clients are seen within the seven (7) days).	County DMH's claims processing information system data repository.	
5	Client Satisfaction	80% or more of responding child/youth and families report that they had someone to talk to when they were troubled.	YSS and YSS-F survey instruments.	
6		80% or more of responding clients reported that staff were sensitive to the client's cultural/ethnic background.	MHSIP, YSS and YSS-F surveys.	
7	Clinical Effectiveness	70% or more of responding families of child/youth and child/youth get along better with family members	YSS and YSS-F surveys instruments.	
8		80% or more of responding families of child/youth and child/youth in a crisis, have the support they need from family or friends.	YSS and YSS-F survey instruments.	
9		70% or more of responding families report child/youth are doing better in school and/or work.	YSS-F survey	
10		65% or more of responding Transitional Age Youth are doing better in school and/or work.	YSS	
11		60% or more of responding adult/older adult clients are doing better in school and/or work.	MHSIP survey	
12		75% or more of responding adult/older adult clients report they deal more effectively with daily problems and/or 60% report that their symptoms are not bothering them as much.	MHSIP, YSS and YSS-F survey	

MHSIP -- Mental Health Statistics Improvement Program and is used for adult and older adult surveys.
YSS s - Youth Services Survey for Youth.
YSS-F -Youth Services Survey for Families.

BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.

1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.

1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.

1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)

1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.

1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).

1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103

1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)

1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the applicable Covered Entity's Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief HIPAA Privacy Officer at: Chief HIPAA Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov,** that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.

6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the

Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

(a) The date of the Disclosure;

(b) The name, and address if known, of the entity or person who received the Protected Health Information;

(c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in

accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

(a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

(e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or

connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 18.1 to 18.4 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which

shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.1.2 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose of determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement,

Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.

20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

CHARITABLE CONTRIBUTIONS CERTIFICATION

St. Francis Medical Center
Company Name

3630 East Imperial Highway Lynwood, CA 90262-2636
Address

91 2154439
Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

✓ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

[redacted]
Signature

6/28/18
Date

Eleanor Ramirez, Interim CEO
Name and Title of Signer (please print)

Los Angeles County Department of Mental Health

OWNERSHIP/CONTROLLING INTEREST DISCLOSURE

Completion of this form is mandated by the Centers for Medicare and Medicaid Services, Department of Health and Human Services and applicable regulation as found at 42 CFR 455.101 and 42 CFR 455.104. Disclosure must be made at the time of enrollment or contracting with Los Angeles County Department of Mental Health, at the time of survey, or within 35 days of a written request from Los Angeles County Department of Mental Health. It is the provider's responsibility to ensure all information is accurate and to report any changes as required by law by completing a new Ownership/Controlling Interest Disclosure form. Please add additional disclosures on the back of form.

Part 1. Applicant/Vendor Information

Name of Entity (Legal name as it appears on tax identification form)	Provider # (If currently enrolled in CA Medicaid)	NPI Number
St. Francis Medical Center	HSM30104G	1487697215

Doing Business As	Street Address	City	State	Zip Code
	3630 E. Imperial	Lynwood	CA	90262

Telephone Number	Fax Number	E-mail Address
(310) 900-7302	(310) 900-8099	[illegible]

Part 2. Ownership, indirect ownership, and managing employee interests

☒ If Non-Profit Organization, Please check this Box

Does any person have an ownership or controlling interest of 5% or more in the entity?

☒ NO (If No, please sign below) ☐ YES (If yes, please completed A, B, C, D and sign below)

A. Lists the name, address, Federal Employer Identification Number (FEIN) or Social Security Number (SSN), Date of Birth (DOB) and percentage of interest of each person with an ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has direct or indirect ownership of 5% or more. Add additional disclosures on back of form.

Name Add Name Delete Name	Street Address	City	State	Zip Code	FEIN/SSN	DOB	% Interest

B. Are any of the above mentioned persons related to one another as a spouse, parent, child, or sibling? Add additional disclosures on back of form.

☐ No ☐ Yes (If yes, please complete below)

Name Add Name Delete Name	FEIN/SSN	DOB	Name of Person Related To	Relationship

C. List any person who holds a position of managing employee within the disclosing entity. Add additional disclosures on back of form.

Name	FEIN/SSN	DOB	Position Title

D. Does any person, business, organization or corporation with an ownership or control interest (identified in A and/or B) have an ownership or controlling interest of 5% or more in any other California Medicaid Provider? Add additional disclosures on back of form.

☐ No (If No, please sign below) ☐ Yes (If yes, please name and show information)

Name	Other Provider Name	FEIN/SSN	DOB	%Interest

Provider Statement

I certify that information provided on this form is true, accurate and complete. I will notify Los Angeles County Department of Mental Health in writing within 35 days of any additions/changes to the information.

[redacted]

Signature of Provider/Authorized Representative/Agent (Stamped signatures NOT accepted)

[illegible] — Title

[illegible] — Date

Print Name

Telephone Number

ADDENDUM

Los Angeles County Department of Mental Health

OWNERSHIP/CONTROLLING INTEREST DISCLOSURE

ADDENDUM INFORMATION FOR ADDITIONAL OWNERSHIP/CONTROLLING DISCLOSURE

OWNERSHIP, INDIRECT OWNERSHIP, AND MANAGING EMPLOYEE INTEREST

PLEASE COMPLETE A, B, C, D AND SIGN BELOW

Continued from Page 1.

A. Lists the name, address, Federal Employer Identification Number (FEIN) or Social Security Number (SSN), Date of Birth (DOB) and percentage of interest of each person with an ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has direct or indirect ownership of 5% or more.

Name Add Name Delete Name	Street Address	City	State	Zip Code	FEIN/SSN	DOB	% Interest

B. Are any of the above mentioned persons related to one another as a spouse, parent, child, or sibling? Continued from Page 1.

☐ No ☐ Yes (If yes, please complete below)

Name Add Name Delete Name	FEIN/SSN	DOB	Name of Person Related To	Relationship

C. List any person who holds a position of managing employee within the disclosing entity. Continued from Page 1.

Name	FEIN/SSN	DOB	Position Title

D. Does any person, business, organization or corporation with an ownership or control interest (identified in A and/or B) have an ownership or controlling interest of 5% or more in any other California Medicaid Provider? Continued from Page 1.

☐ No (If No, please sign below) ☐ Yes (If yes please name and show information)

Name	Other Provider Name	FEIN/SSN	DOB	%Interest

Provider Statement

I certify that information provided on this form is true, accurate and complete. I will notify Los Angeles County Department of Mental Health in writing within 35 days of any additions/changes to the information.

[redacted]
Signature of Provider/Authorized Representative/Agent
(Stamped signatures NOT accepted)

President/CEO
Title

6/28/18
Date

Eleanor Ramirez
Print Name

310 901 7301
Telephone Number

Effective 7/1/2017

EXHIBIT Q
Protection of Electronic County PI, PHI and MI
Data Encryption

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

1. **Stored Data**

   Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management — Part 1: General (Revision 3); (c) NIST Special Publication 800-57.

   Recommendation for Key Management — Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

2. **Transmitted Data**

   All transmitted (e.g. network) County P1, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management — Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

3. **Certification**

   The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Exhibit (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

4. **Compliance**

   The Proposer shall provide information about its encryption practices by completing Exhibit R "Contractor's Compliance with Encryption Requirements" questionnaire. By submitting, Proposer certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation. The completed forms must be returned to DMH DISO within ten (10) business days to certify compliance.

Mental Health

LACDMH CONTRACTOR'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS EXHIBIT

Contract Agency Name: _____ **Contract Number:**

Contractor shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, Contractor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

COMPLIANCE QUESTIONS

					DOCUMENTATION AVAILABLE	
	YES	NO	N/A	YES	NO
1 Will County data stored on your workstation(s) be encrypted? *If "NO", or N/A please explain*	☒	☐	☐	☐	☐
2 Will County data stored on your laptop(s) be encrypted? *If "NO", or N/A please explain.*	☒	☐	☐	☐	☐
3 Will County data stored on removable media be encrypted? *If "NO", or N/A please explain.*	☒	☐	☐	☐	☐
4 Will County data be encrypted when transported? *If "NO", or N/A please explain.*	☒	☐	☐	☐	☐
5 Will Contractor maintain a copy of any validation / attestation reports generated by its encryption tools? *If "NO", or N/A please explain.*	☒	☐	☐	☐	☐
6 Will County data be stored on remote servers*? *Cloud storage, Software-as-a-Service or SaaS *Please provide public URL and hosting information for the server.*	☐	☒	☐	☐	☐

[redacted]
Authorized Signatory Name (Print)

President | CEO
Authorized Signatory Official Title

Eleanor Ramirez
Authorized Signatory Signature

6/28/18
Date

COUNTY OF LOS ANGELES
AGREEMENT FOR ACCEPTABLE USE
AND
CONFIDENTIALITY OF
COUNTY INFORMATION TECHNOLOGY RESOURCES

ANNUAL

As a County of Los Angeles (County) employee, contractor, subcontractor, volunteer, or other authorized user of County information technology (IT) resources, I understand that I occupy a position of trust. Furthermore, I shall use County IT resources in accordance with my Department's policies, standards, and procedures. I understand that County IT resources shall not be used for:

- For any unlawful purpose;
- For any purpose detrimental to the County or its interests;
- For personal financial gain;
- In any way that undermines or interferes with access to or use of County IT resources for official County purposes;
- In any way that hinders productivity, efficiency, customer service, or interferes with a County IT user's performance of his/her official job duties;

I shall maintain the confidentiality of County IT resources (e.g., business information, personal information, and confidential information).

This Agreement is required by Board of Supervisors Policy No. 6.101 – Use of County Information Technology Resources, which may be consulted directly at website

As used in this Agreement, the term "County IT resources" includes, without limitation, computers, systems, networks, software, and data, documentation and other information, owned, leased, managed, operated, or maintained by, or in the custody of, the County or non-County entities for County purposes. The definitions of the terms "County IT resources", "County IT user", "County IT security incident", "County Department", and "computing devices" are fully set forth in Board of Supervisors Policy No. 6.100 – Information Technology and Security Policy, which may be consulted directly at website The terms "personal information" and "confidential information" shall have the same meanings as set forth in Board of Supervisors Policy No. 3.040 – General Records Retention and Protection of Records Containing Personal and Confidential Information, which may be consulted directly at website

As a County IT user, I agree to the following:

1. Computer crimes: I am aware of California Penal Code Section 502(c) – Comprehensive Computer Data Access and Fraud Act (set forth, in part, below). I shall immediately report to my management any suspected misuse or crimes relating to County IT resources or otherwise.

2. No Expectation of Privacy: I do not expect any right to privacy concerning my activities related to County IT resources, including, without limitation, in anything I create, store, send, or receive using County IT resources. I understand that having no expectation to

any right to privacy includes, for example, that my access and use of County IT resources may be monitored or investigated by authorized persons at any time, without notice or consent.

3. Activities related to County IT resources: I understand that my activities related to County IT resources (e.g., email, instant messaging, blogs, electronic files, County Internet services, and County systems) may be logged stored, may be a public record, and are subject to audit and review, including, without limitation, periodic monitoring and or investigation, by authorized persons at any time. I shall not either intentionally, or through negligence, damage, interfere with the operation of County IT resources. I shall neither, prevent authorized access, nor enable unauthorized access to County IT resources responsibly, professionally, ethically, and lawfully.

4. County IT security incident reporting I shall notify the County Department's Help Desk and or Departmental Information Security Officer (DISO) as soon as a County IT security incident is suspected.

5. Security access controls: I shall not subvert or bypass any security measure or system which has been implemented to control or restrict access to County IT resources and any related restricted work areas and facilities. I shall not share my computer identification codes and other authentication mechanisms (e.g., logon identification (ID), computer access codes, account codes, passwords, SecurID cards tokens, biometric logons, and smartcards).

6. Passwords: I shall not keep or maintain any unsecured record of my password(s) to access County IT resources, whether on paper, in an electronic file, or otherwise. I shall comply with all County and County Department policies relating to passwords. I shall immediately report to my management any compromise or suspected compromise of my password(s) and have the password(s) changed immediately.

7. Business purposes: I shall use County IT resources in accordance with my Department's policies, standards, and procedures.

8. Confidentiality: I shall not send, disseminate, or otherwise expose or disclose to any person or organization, any personal and/or confidential information, unless specifically authorized to do so by County management. This includes, without limitation information that is subject to Health Insurance Portability and Accountability Act of 1996, Health Information Technology for Economic and Clinical Health Act of 2009, or any other confidentiality or privacy legislation.

9. Computer virus and other malicious devices: I shall not intentionally introduce any malicious device (e.g., computer virus, spyware, worm, key logger, or malicious code), into any County IT resources. I shall not use County IT resources to intentionally introduce any malicious device into any County IT resources or any non-County IT systems or networks. I shall not disable, modify, or delete computer security software (e.g., antivirus software, antispyware software, firewall software, and host intrusion prevention software) on County IT resources. I shall notify the County Department's Help Desk and/or DISO as soon as any item of County IT resources is suspected of being compromised by a malicious device.

10. Offensive materials: I shall not access, create, or distribute (e.g., via email) any offensive materials (e.g., text or images which are sexually explicit, racial, harmful, or insensitive) on County IT resources (e.g., over County-owned, leased, managed, operated, or maintained local or wide area networks; over the Internet; and over private networks), unless authorized to do so as a part of my assigned job duties (e.g., law enforcement). I shall report to my management any offensive materials observed or received by me on County IT resources.

11. Internet: I understand that the Internet is public and uncensored and contains many sites that may be considered offensive in both text and images. I shall use County Internet services in accordance with my Department's policies and procedures. I understand that my use of the County Internet services may be logged/stored, may be a public record, and are subject to audit and review, including, without limitation, periodic monitoring and/or investigation, by authorized persons at any time. I shall comply with all County Internet use policies, standards, and procedures. I understand that County Internet services may be filtered, but in my use of them, I may be exposed to offensive materials. I agree to hold County harmless from and against any and all liability and expense should I be inadvertently exposed to such offensive materials.

12. Electronic Communications: I understand that County electronic communications (e.g., email, text messages, etc.) created, sent, and/or stored using County electronic communications systems/applications/services are the property of the County. All such electronic communications may be logged/stored, may be a public record, and are subject to audit and review, including, without limitation, periodic monitoring and/or investigation, by authorized persons at any time, without notice or consent. I shall comply with all County electronic communications use policies and use proper business etiquette when communicating over County electronic communications systems/applications/services.

13. Public forums: I shall only use County IT resources to create, exchange, publish, distribute, or disclose in public forums (e.g., blog postings, bulletin boards, chat rooms, Twitter, Facebook, MySpace, and other social networking services) any information (e.g., personal information, confidential information, political lobbying, religious promotion, and opinions) in accordance with Department's policies, standards, and procedures.

14. Internet storage sites: I shall not store County information (i.e., personal, confidential (e.g., social security number, medical record), or otherwise sensitive (e.g., legislative data)) on any Internet storage site in accordance with Department's policies, standards, and procedures.

15. Copyrighted and other proprietary materials: I shall not copy or otherwise use any copyrighted or other proprietary County IT resources (e.g., licensed software and documentation, and data), except as permitted by the applicable license agreement and approved by designated County Department management. I shall not use County IT resources to infringe on copyrighted material.

16. Compliance with County ordinances, rules, regulations, policies, procedures, guidelines, directives, and agreements: I shall comply with all applicable County ordinances, rules, regulations, policies, procedures, guidelines, directives, and agreements relating to County IT resources. These include, without limitation, Board of Supervisors Policy No. 6.100 - Information Technology and Security Policy, Board of Supervisors Policy No.

6.101 – Use of County Information Technology Resources, and Board of Supervisors Policy No. 3.040 – General Records Retention and Protection of Records Containing Personal and Confidential Information.

17. Disciplinary action and other actions and penalties for non-compliance: I understand that my non-compliance with any provision of this Agreement may result in disciplinary action and other actions (e.g., suspension, discharge, denial of access, and termination of contracts) as well as both civil and criminal penalties and that County may seek all possible legal redress.

CALIFORNIA PENAL CODE SECTION 502(c)
"COMPREHENSIVE COMPUTER DATA ACCESS AND FRAUD ACT"

Below is a section of the "Comprehensive Computer Data Access and Fraud Act" as it pertains specifically to this Agreement. California Penal Code Section 502(c) is incorporated in its entirety into this Agreement by reference, and all provisions of Penal Code Section 502(c) shall apply. For a complete copy, consult the Penal Code directly at website www.leginfo.ca.gov.

502(c) Any person who commits any of the following acts is guilty of a public offense:

(1) Knowingly accesses and without permission alters, damages, deletes, destroys, or otherwise uses any data, computer, computer system, or computer network in order to either (A) devise or execute any scheme or artifice to defraud, deceive, or extort, or (B) wrongfully control or obtain money, property, or data.

(2) Knowingly accesses and without permission takes, copies, or makes use of any data from a computer, computer system, or computer network, or takes or copies any supporting documentation, whether existing or residing internal or external to a computer, computer system, or computer network.

(3) Knowingly and without permission uses or causes to be used computer services.

(4) Knowingly accesses and without permission adds, alters, damages, deletes, or destroys any data, computer software, or computer programs which reside or exist internal or external to a computer, computer system, or computer network.

(5) Knowingly and without permission disrupts or causes the disruption of computer services or denies or causes the denial of computer services to an authorized user of a computer, computer system, or computer network.

(6) Knowingly and without permission provides or assists in providing a means of accessing a computer, computer system, or computer network in violation of this section.

(7) Knowingly and without permission accesses or causes to be accessed any computer, computer system, or computer network.

(8) Knowingly introduces any computer contaminant into any computer, computer system, or computer network.

(9) Knowingly and without permission uses the Internet domain name of another individual, corporation, or entity in connection with the sending of one or more electronic mail messages, and thereby damages or causes damage to a computer, computer system, or computer network.

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT:

Eleanor Kamireć
County IT User's Name

[redacted]
County IT User's Signature

County IT User's Employee ID Number

6/28/18
Date

Eleanor Kamireć
Manager's Name

[redacted]
Manager's Signature

President/CEO
Manager's Title

6/28/18
Date

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

This Exhibit (Information Security and Privacy Requirements) sets forth information security procedures to be established by Contractor and maintained throughout the term of the Purchase Order. These procedures are in addition to the requirements of the Purchase Order between the Parties. They present a minimum standard only. It is Contractor's sole obligation to: (i) implement appropriate administrative, physical and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity and availability of County Data (consisting of but not limited to County Confidential Information, Personally Identifiable Information, and Protected Health Information) against internal and external threats, vulnerabilities and risks; and (ii) continuously review and revise those measures to address ongoing threats, vulnerabilities and risks. Failure to comply with the minimum standards set forth in this Exhibit (Information Security and Privacy Requirements) will constitute a material, non-curable breach of the Purchase Order by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Purchase Order, to immediately terminate the Purchase Order.

1. **Security Policy**. Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel, agents and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

2. **Personnel and Contractor Protections**. Contractor shall screen and conduct background checks on all Contractor personnel exposed to County Confidential Information and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third-parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, vulnerabilities and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.

3. **Removable Media**. Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict administrative, physical and logical security controls to prevent transfer of County information to any form of Removable Media. For purposes of this Exhibit (Information Security and Privacy Requirements), "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), Smart Media (SM), Multimedia Card (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

4. **Storage, Transmission, and Destruction of Personally Identifiable Information and Protected Health Information.** All Personally Identifiable Information and Protected Health Information

shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act and the California Civil Code section 1798 et seq. Without limiting the generality of the foregoing, Contractor shall encrypt (i.e., National Institute of Standards and Technology (NIST) Special Publication (SP) 800-111 Guide to Storage Encryption Technologies for End User Devices[1]) all Personally Identifiable Information and electronic Protected Health Information (stored and during transmission) in accordance with HIPAA and the HITECH Act, as implemented by the U.S. Department of Health and Human Services. If Personally Identifiable Information and Protected Health Information is no longer required to be retained by Contractor under the Agreement and applicable law, Contractor shall destroy such Personally Identifiable Information and Protected Health Information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the Personally Identifiable Information and Protected Health Information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Personally Identifiable Information and Protected Health Information consistent with National Institute of Standards and Technology (NIST) Special Publication (SP) 800-88, Guidelines for Media Sanitization[2] and US Department of Defense (DOD) 5220.22-M data sanitization and clearing directive[3] such that the Personally Identifiable Information and Protected Health Information cannot be retrieved.

5. **Data Control, Media Disposal and Servicing**. Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Personally Identifiable Information and Protected Health Information), County Data (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly Approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using industry standard encryption technology in accordance with the NIST SP 800-52 Guidelines for the Selection and use of Transport Layer Security Implementations[4]; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 Guide to Storage Encryption Technologies for End User Devices[5]. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88, Guidelines for Media Sanitization[6]).

6. **Hardware Return.** Upon termination or expiration of the Agreement or at any time upon County's request, Contractor will return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County Confidential Information shall not be removed or altered in any way. The hardware

[1] Available at http://www.csrc.nist.gov/
[2] Available at http://www.csrc.nist.gov/
[3] Available at http://www.dtic.mil/whs/directives/corres/pdf/522022MSup1.pdf
[4] Available at http://www.csrc.nist.gov/
[5] Available at http://www.csrc.nist.gov/
[6] Available at http://www.csrc.nist.gov/

should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County Confidential Information or Personally Identifiable Information is owned by Contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Agreement or at any time upon County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Section shall be in compliance with industry Best Practices (*e.g.*, NIST Special Publication 800-88, Guidelines for Media Sanitization[7]).

7. **Physical and Environmental Security**. Contractor facilities that process County Data will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

8. **Communications and Operational Management**. Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

9. **Access Control**. Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:

   a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;

   b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;

   c. Applications will include access control to limit user access to information and application system functions; and

   d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.

10. **Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304.

    a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by

[7] Available at http://www.csrc.nist.gov/

telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.

b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.

c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third-party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of policies, procedures and guidelines, and other documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Data.

d. In the event County desires to conduct an unannounced penetration test, County shall provide contemporaneous notice to Contractor's Vice President of Audit, or such equivalent position. Any of County's regulators shall have the same right upon request. Contractor shall provide all information reasonably requested by County in connection with any such audits and shall provide reasonable access and assistance to County or its regulators upon request. Contractor agrees to comply with all reasonable

reports that Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these reports will be sent via bonded courier to the County security contact. Contractor will notify County of any new assessments.

11. **Contractor Self Audit.** Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third-party as applicable; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date include:

a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-Wide. A full recertification is conducted every three (3) years with surveillance audits annually.

i. **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.

ii. **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to

and effectiveness of Contractor's Quality System ("**CQS**") in support of applicable regulations, standards, and requirements.

iii. **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.

iv. **Detailed findings**- are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Contractor's website.

b. SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:

i. Audit spans a full twelve (12) months of operation and is produced every six (6) months (end of June, end of December) to keep it "fresh".

ii. The resulting detailed report is available to County.

Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

12. **Security Audits.** In addition to the audits described in Section 10 (Contractor Self Audit), during the term of the Agreement, County or its third-party designee may annually, or more frequently as agreed in writing by the Parties, request a security audit (e.g., attestation of security controls) of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the Parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third-party costs associated with the audit. It is understood that summary data of the results may filtered to remove the specific information of other Contractor customers such as IP address, server names, and others. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
CHIEF INFORMATION OFFICE BUREAU
Information Security Division

CONFIDENTIALITY OATH

Non-LAC-DMH Workforce Members

The intent of this Confidentiality Form is to ensure that all County Departments, Contractors, LAC-DMH Non-Governmental Agencies (NGA), Fee-For-Service Hospital (FFS1), Fee-For-Service Outpatient (FFS2) and Pharmacy users are aware of their responsibilities and accountability to protect the confidentiality of clients' sensitive information viewed, maintained and/or accessed by any DMH on-line systems.

Further, the Department's Medi-Cal and MEDS access policy has been established in accordance with Federal and State laws governing confidentiality.

The California Welfare and Institutions (W&I) Code, Section 14100.2, cites the information to be regarded confidential. This information includes applicant/beneficiary names, addresses, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data. (See also 22 California Code of Regulations (C.C.R.), Sections 50111 and 51009)

The Medi-Cal Eligibility Manual, Section 2-H, titled "Confidentiality of Medi-Cal Case Records," referring to Section 14100.2, a, b, f, and h, W&I Code, provides in part that:

"(a) All types of information, whether written or oral, concerning a person, made or kept by any public office or agency in connection with the administration of any provision of this chapter *... shall be confidential, and shall not be open to examination other than for purposes directly connected with administration of the Medi-Cal program."

"(b) Except as provided in this section and to the extent permitted by Federal Law or regulation, all information about applicants and recipients as provided for in subdivision (a) to be safeguarded includes, but is not limited to, names and addresses, medical services provided, social and economic conditions or circumstances, agency evaluation or personal information, and medical data, including diagnosis and past history of disease or disability."

"(f) The State Department of Health Services may make rules and regulations governing the custody, use and preservation of all records, papers, files, and communications pertaining to the administration of the laws relating to the Medi-Cal program **...."

"(h) Any person who knowingly releases or possesses confidential information concerning persons who have applied for or who have been granted any form of Medi-Cal benefits ***... for which State or Federal funds are made available in violation of this section is guilty of a misdemeanor."

*, ** *** The State of California's Statute for Medicaid Confidentiality can be found at the following web address:

Please read the agreement and take due time to consider it prior to signing.

I understand that County Departments, Contractors, LAC-DMH Non-Governmental Agencies (NGA), Fee-For-Service Hospital (FFS1), Fee-For-Service Outpatient (FFS2) and Pharmacy users are prohibited from sharing their unique Logon I D. and password with co-worker or other agencies.

Further, I understand that data browsing is strictly prohibited and my access to information is restricted to the minimum necessary required to carry out my job responsibilities.

Further, I understand that County Departments, Contractors, LAC-DMH Non-Governmental Agencies (NGA), Fee-For-Service Hospital (FFS1), Fee-For-Service Outpatient (FFS2) and Pharmacy users are prohibited from obtaining, releasing, or using confidential client information from case records or computer records for purposes not specifically related to the administration of services and authorized by the California Welfare and Institutions Code (Section 14100.2).

Further, I understand the violation of the confidentiality of records or of these policies which are made for protection of the confidentiality of such records, may cause:

1. A civil action under the provision of the Welfare and Institutions Code 5330 Sections:
   a) Any person may bring an action against an individual who has willfully and knowingly released confidential information or records concerning him or her in violation of this chapter, or of Chapter 1 (commencing with Section 11860) of Part 3 of Division 10.5 of the Health and Safety Code, for the greater of the following amounts:
      1. Ten thousand Dollars ($10,000)
      2. Three times the amount of actual damages, if any sustained by the plaintiff.
   b) Any person may bring an action against an individual who has negligently released confidential information or records concerning him or her in violation of this chapter, or of Chapter 1 (commencing with Section 11860) of Part 3 of Division 10.5 of the Health and Safety Code, for both of the following:
      1. One thousand dollars ($1,000) In order to recover under this paragraph, it shall not be a prerequisite that the plaintiff suffer or be threatened with actual damages.
      2 The amount of actual damages, if any, sustained by the plaintiff
   c) Any person may, in accordance with Chapter 3(commencing with Section 525) of Title 7 of Part 2 of the Code of Civil Procedure, bring an action to enjoin the release of confidential information or records in violation of this chapter, and may in the same action seek damages as provided in this section.
   d) In addition to the amounts specified in subdivisions (a) and (b), the plaintiff shall recover court costs and reasonable attorney's fees as determined by the court.
2. Disciplinary action including suspension or termination of employment.

Further, I understand that the County will not provide legal protection if violations of these policies or procedures occur.

I hereby certify that I have read this form and I have knowledge of the requirements of State and Federal confidentiality laws and will comply with all applicable provisions of same.

I, the undersigned, hereby agree not to divulge any information or records concerning any client except in accordance with W&I Code, Section 5328 et seq. and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). I acknowledge that the unauthorized release of confidential information as described in this document may result in disciplinary action up to and including termination of any office of employment. I further agree I have read as described in this document that a person may make me subject to a civil action under the provisions of the W&I Code for the unauthorized release of confidential information.

User's Name: Eleanor Ramirez [redacted] 4/28/18
Print Signature Date

Phone #: (310) 400-7301 Ext: _____

Pharmacy, FFS, NGA Legal Entity No. or
Provider #: _____ Provider Name: _____

Address: _____ / _____ / _____ / _____
City Zip Code Service Area

LIST OF OTHER GOVERNMENT CONTRACTS

OTHER GOVERNMENT CONTRACTS

Contracts with other County (other than DMH), State, Federal Agencies/Departments, and School Districts
(Within the past three (3) years):

DEPARTMENT (IDENTIFY)	CONTRACT PERIOD	TYPE OF PROGRAM	NET CONTRACT AMOUNT
Los Angeles Dept of Public Health	07/2013 – 06/30/2019	Children's Health Outreach and Enrollment & Utilization Services (CHOEUR)	$941,830
Los Angeles Dept of Public Health	11/2013 – 09/2016	Nutrition Education Obesity Prevention (NEOP)	$1,023,250
Los Angeles Dept of Public Health	04/2014 – 12/2016	Choose Health LA Kids (CHLAKids)	$949,000
California Health Benefit Exchange	10/1/2014 – 8/31/17	Navigator Grant: Covered California Outreach, Education, Enrollment, and Renewal Assistance	$481,672
California Victim Compensation Board	9/1/16 – 6/30/18	Trauma Recover Center	$766,484
Department of Health Services	07/01/2008-06/30/2019	Trauma Center Service Agreement	$7,975,138
County of Los Angeles(P.T.I)	07/07/1993-Sel Renewing	Hospital Affiliation Agreement for Paramedic Training Institute Students	0
Department of Health Services	08/22/2017-06/30/2018	Affiliation Agreement for Physicians in Postgraduate Training	0
Department of Health Services	11/01/2017-06/30/2024	Master Agreement between County of Los Angeles and St. Francis Medical Center for Radiation Therapy Services for Harbor UCLA	Fee for Service ; rates vary
County of Los Angeles Department of Mental Health	04/16/2016-04/15/2019	Agreement between LAC-DHM and SFMC Facility Designated and Approved as a 72 Hour Evaluation and	0

LIST OF OTHER GOVERNMENT CONTRACTS

		Intensive Treatment Facility	
County of Los Angeles Department of Mental Health	01/30/2012-06/30/2019	Fee for Service for Med-Cal Acute Psychiatric Inpatient Hospital Services	Fee for Service ; rates vary
County of Los Angeles Department of Health Services	01/01/2013-06/30/2019	Paramedic Base Hospital Services	Allows SFMC to bill Medi-Cal and other entities
Lynwood Unified School District	07/01/2017-06/30/2022	School Referred-School Link Service	0

1G

DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENT

CONTRACTOR:
St. Francis Medical Center

MH120258
Contract Number

Business Address:
3630 East Imperial Highway

MH120130
Reference Number(s)

Lynwood, CA 90262-2636

01366
Legal Entity Number

Provider Number(s) 7636, 7637

Contractor Headquarters' Supervisorial District 2

Mental Health Service Area(s) 6 OR Countywide _____

=====Below This Line For Official CDAD Use Only =====

DISTRIBUTION

(Please type in the applicable name for each)

Deputy Director James Allen

Lead Manager Renee Woodruff

K: S X --or-- U____

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DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of June, 2007, by and between the County of Los Angeles (hereafter "County"), and St. Francis Medical Center (hereafter "Contractor") with the following business address at 3630 East Imperial Highway, Lynwood, CA 90262-2636.

WHEREAS, County desires to provide to those persons in Los Angeles County who qualify therefor certain mental health services contemplated and authorized by the Bronzan-McCorquodale Act, California Welfare and Institutions Code (WIC) Section 5600 et seq.; and

WHEREAS, County desires through the County's Request for Statement of Qualification (RFSQ) process to provide to those persons in Los Angeles County who qualify therefor certain mental health services contemplated and authorized by the Mental Health Service Act (MHSA) adopted by the California electorate on November 2, 2004; and

WHEREAS, Contractor is equipped, staffed, and prepared to provide these services as described in this Agreement; and

WHEREAS, County believes it is in the best interest of the people of the County of Los Angeles to provide these services by contract; and

WHEREAS, these services shall be provided by Contractor in accordance with all applicable Federal, State and local laws, required licenses, ordinances, rules, Regulations, manuals, guidelines, and directives, which may include, but are not necessarily limited to, the following: Bronzan-McCorquodale Act, California Welfare and Institutions Code Section 5600 et seq., including, but not limited to, Sections 5600.2, 5600.3, 5600.4, 5600.9, 5602, 5608, 5651, 5670, 5670.5, 5671, 5671.5, 5672, 5705, 5709, 5710, 5716, 5719, 5721, 5722, 5751.2, and 5900 et seq.; Medi-Cal Act, California Welfare and Institutions Code Section 14000 et seq., including, but not limited to, Section 14132.44; California Welfare and Institutions Code Section 15600 et seq., including Section 15630; California Welfare and Institutions Code Section 17601 et seq.; California Work Opportunities and Responsibilities to Kids Act, California Welfare and Institutions Code

Section 11200 et seq.; California Government Code Sections 26227 and 53703; Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.; Part B of Title XIX of the Public Health Service Act, 42 United States Code Section 300x et seq.; Title XXI of the Social Security Act; California Penal Code (PC) Section 11164 et seq.; Title 9 and Title 22, including, but not limited to, Sections 51516, 70001, 71001, 72001 et seq., and 72443 et seq. of the California Code of Regulations; State Department of Mental Health's (SDMH) Cost Reporting/Data Collection Manual (CR/DC); Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services; State Department of Mental Health's Cost and Financial Reporting System Instruction Manual; Federal Office of Management and Budget Circular A-122 (Cost principles for non-profit organizations); Federal Office of Management and Budget Circular A-133 (Audits of States, local governments, and non-profit organizations); Auditor-Controller Contract Accounting and Administration Handbook; policies and procedures developed by County; State's Medicaid Plan; and policies and procedures which have been documented in the form of Policy Letters issued by State Department of Mental Health; and/or for State Department of Health Services; and

WHEREAS, this Agreement is authorized by WIC Section 5600 et seq., California Government Code Sections 23004, 26227 and 53703, and otherwise.

NOW, THEREFORE, Contractor and County agree as follows:

PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities.

This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door": wherever a family enters the system is the right

place.

- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and

workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere

- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1. TERM:

A. Initial Period: The Initial Period of this Agreement shall commence on July 1, 2007 and shall continue in full force and effect through June 30, 2008.

B. Automatic Renewal Period(s): After the Initial Period, this Agreement shall be automatically renewed two additional periods without further action by the parties hereto unless either party desires to terminate this Agreement at the end of either the Initial Period or First Automatic Renewal Period and gives written notice to the other party not less than 30 calendar days prior to the end of the Initial Period or at the end of the First Automatic Renewal Period, as applicable.

(1) First Automatic Renewal Period: If this Agreement is automatically renewed, the First Automatic Renewal Period shall commence on N/A and shall continue in full force and effect through N/A.

(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on N/A and shall continue in full force and effect through N/A.

C. Termination:

(1) This Agreement may be terminated by either party at any time without cause by giving at least 30 calendar days prior written notice to the other party.

(2) This Agreement may be terminated by County immediately:

(a) If County determines that:

i. Any Federal, State, and/or County funds are not available for this Agreement or any portion thereof; or

ii. Contractor has failed to initiate delivery of services within 30 calendar days of the commencement date of this Agreement; or

iii. Contractor has failed to comply with any of the provisions of Paragraphs 17 (NONDISCRIMINATION IN SERVICES), 18 (NONDISCRIMINATION IN EMPLOYMENT), 20 (INDEMNIFICATION AND INSURANCE), 21 (WARRANTY AGAINST CONTINGENT FEES), 22 (CONFLICT OF INTEREST), 27 (DELEGATION AND ASSIGNMENT), 28 (SUBCONTRACTING), 33 (CHILD SUPPORT COMPLIANCE PROGRAM), 47 (CERTIFICATION OF DRUG-FREE WORK PLACE), and/or 53 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM); or

(b) In accordance with Paragraphs 34 (TERMINATION FOR INSOLVENCY), 35 (TERMINATION FOR DEFAULT), 36 (TERMINATION FOR IMPROPER CONSIDERATION), and/or 48 (COUNTY LOBBYISTS).

(3) This Agreement shall terminate as of June 30 of the last Fiscal Year for which funds for this Agreement were appropriated by County as provided in Paragraph 5 (COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS).

(4) In the event that this Agreement is terminated, then:

(a) On or after the date of the written notice of termination, County, in its sole discretion, may stop all payments to Contractor hereunder until preliminary settlement based on the Annual Cost Report. Contractor shall prepare an Annual Cost Report, including a statement of expenses and revenues, which shall be submitted pursuant to Attachment II, Financial Exhibit A (FINANCIAL PROVISIONS), Paragraph L (Annual Cost Reports), within 75 calendar days of the date of termination. Such preliminary settlement shall not exceed the Maximum Monthly Payment (see Attachment II, Financial Exhibit A (FINANCIAL PROVISIONS), Paragraph D (Billing and Payment Procedures and Limitations), Subparagraph (6) (Maximum Monthly and Year-to-Date and Other Payment Limitations) multiplied by the actual number of months or portion thereof during which this Agreement was in effect during the particular Fiscal Year; and

(b) Upon issuance of any notice of termination, Contractor shall make immediate and appropriate plans to transfer or refer all patients/clients receiving services under this Agreement to other agencies for continuing services in accordance with the patient's/client's needs. Such plans shall be subject to prior written approval of Director or his designee, except that in specific cases, as determined by Contractor, where

an immediate patient/client transfer or referral is indicated, Contractor may make an immediate transfer or referral. If Contractor terminates this Agreement, all costs related to all such transfers or referrals as well as all costs related to all continuing services shall not be a charge to this Agreement nor reimbursable in any way under this Agreement; and

(c) If Contractor is in possession of any equipment, furniture, removable fixtures, materials, or supplies owned by County as provided in Paragraph 44 (PURCHASES), the same shall be immediately returned to County.

(5) Any termination of this Agreement by County shall be approved by County's Board of Supervisors.

D. Suspension of Payments: Payments to Contractor under this Agreement shall be suspended if Director, for good cause, determines that Contractor is in default under any of the provisions of this Agreement. Except in cases of alleged fraud or similar intentional wrongdoing, at least 30 calendar days notice of such suspension shall be provided to Contractor, including a statement of the reason(s) for such suspension. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the Director's decision. Payments shall not be withheld pending the results of the reconsideration process.

E. Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 61 (NOTICES).

2. ADMINISTRATION: Director or his designee shall have the authority to administer this Agreement on behalf of County. Contractor shall designate in writing a Contract Manager who shall function as liaison with County regarding Contractor's performance hereunder.

3. DESCRIPTION OF SERVICES/ACTIVITIES: Contractor shall provide mental health services in the form as identified on the Financial Summary(ies) and Service Exhibit(s) and in the Program Description of Contractor's Negotiation Package for this Agreement as approved in writing by Director or his designee, including any addenda thereto as approved in writing by Director or his designee. Services provided by Contractor shall be the same regardless of the patient's/client's ability to pay or source of

payment.

Contractor shall be responsible for delivering services to new clients to the extent that funding is provided by County. Where Contractor determines that services to new clients can no longer be delivered, Contractor shall provide 30 calendar days prior notice to County. Contractor shall also thereafter make referrals of new clients to County or other appropriate agencies.

Contractor shall not be required to provide the notice in the preceding paragraph when County reduces funding to Contractor, either at the beginning or during the fiscal year. In addition, when County cuts the funding for a particular program provided by Contractor, Contractor shall not be responsible for continuing services for those clients linked to that funding. Contractor shall also thereafter make referrals of those clients to County or other appropriate agencies.

Contractor may provide activities claimable as Title XIX Medi-Cal Administrative Activities pursuant to WIC Section 14132.44. The administrative activities which may be claimable as Title XIX Medi-Cal Administrative Activities are shown on the Financial Summary and are described in the policies and procedures provided by SDMH and/or SDHS.

Contractor may provide mental health services claimable as Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services.

If, during Contractor's provision of services under this Agreement, there is any need for substantial deviation from the services as described in Contractor's Negotiation Package for this Agreement, as approved in writing by Director or his designee, including any addenda thereto as approved in writing by Director or his designee, then Contractor shall submit a written request to Director or his designee for written approval before any such substantial deviation may occur. A 30% variance of actual services from those projected and shown by Contractor in the Negotiation Package will be considered a substantial deviation in service delivery. The following language applies only to *Contractors found eligible to provide mental health services claimable under the Mental Health Services Act (MHSA):* Contractor has been found to be eligible to provide mental health services claimable as MHSA services. Contractor has demonstrated experience and training in its specialized field and has submitted to the County a Statement of

Qualifications (SOQ) in response to County's RFSQ for the provision of such services, and Contractor has met the minimum qualifications listed in the RFSQ and has been selected for recommendation for placement on a MHSA Master Agreement eligibility list. Placement on the Master Agreement eligibility list does not guarantee that Contractor will be selected to provide mental health services claimable as MHSA services. In order to provide mental health services claimable as MHSA services, a provider must have been selected to provide MHSA services pursuant to a Request for Services.

4. FINANCIAL PROVISIONS: In consideration of services and/or activities provided by Contractor, County shall reimburse Contractor in the amount and manner described in Attachment II, Financial Exhibit A (FINANCIAL PROVISIONS) attached thereto and by this reference incorporated herein.

5. COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, this Agreement shall not be effective and binding upon the parties unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for County's current Fiscal Year. Further, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future Fiscal Years unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated.

6. PRIOR AGREEMENT(S) SUPERSEDED:

A. Reference is made to the certain document(s) entitled:

TITLE	COUNTY AGREEMENT NUMBER	DATE OF EXECUTION
Department of Mental Health Legal Entity Agreement	MH120130	6/27/2006

The parties agree that the provisions of such prior Agreement(s), and all Amendments thereto, shall be entirely superseded as of July 1, 2007 by the provisions of this Agreement.

B. The parties further agree that all payments made by County to Contractor under any such prior Agreement(s) for services rendered thereunder on and after N/A

shall be applied to and considered against all applicable Federal, State, and/or County funds provided hereunder.

C. Notwithstanding any other provision of this Agreement or the Agreement(s) described in Subparagraph 6.A, the total reimbursement by County to Contractor under all these Agreements for Fiscal Year **2007-08** shall not exceed **TWO MILLION THIRTY-EIGHT THOUSAND EIGHT HUNDRED** DOLLARS ($**2,038,800**); and for Fiscal Year **N/A** shall not exceed **N/A** DOLLARS ($**N/A**); and for Fiscal Year **N/A** shall not exceed **N/A** DOLLARS ($**N/A**).

The supersession of this Agreement is not intended to supersede ongoing programs and/or special provisions (such as, deeds, leases, rentals, or space use) which are implemented by special amendments with Contractors. Such ongoing programs and special provisions set forth in special amendments can only be affected by a written contract amendment that refers specifically to the provisions set forth in the Amendment.

For information on amendment(s) for special provisions for such ongoing programs and/or special services, see Exhibit(s) N/A. (If applicable, this attachment has been included under the Table of Contents in the Attachments Section.)

7. STAFFING: Contractor shall operate throughout the term of this Agreement with staff, including, but not limited to, professional staff, that approximates the type and number as indicated in Contractor's Negotiation Package for this Agreement, as approved in writing by Director or his designee, including any addenda thereto as approved in writing by Director or his designee and as required by WIC and CCR. Such staff shall be qualified and shall possess all appropriate licenses in accordance with WIC Section 5603 and all other applicable requirements of the California Business and Professions Code, WIC, CCR, CR/DC Manual, Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services, SDMH Policy Letters, and function within the scope of practice as dictated by licensing boards/bodies. If vacancies occur in any of Contractor's staff that would reduce Contractor's ability to perform any services under the Agreement, Contractor shall promptly notify Director or his designee of such vacancies. During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of all persons by name, title, professional degree, and

experience, who are providing any services under this Agreement.

8. STAFF TRAINING AND SUPERVISION: Contractor shall institute and maintain an in-service training program of treatment review and case conferences in which all its professional, para-professional, intern, student and clinical volunteer personnel shall participate. Contractor shall institute and maintain appropriate supervision of all persons providing services under this Agreement with particular emphasis on the supervision of para-professionals, interns, students, and clinical volunteers in accordance with Departmental clinical supervision policy. Contractor shall be responsible for the provision of federal mandatory training for all staff at the time of employment and for subsequent updates as required by Federal and State law including but not limited to HIPAA and Sexual Harassment and for the training of all appropriate staff on the Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services, CR/DC Manual (as applicable), and other State and County policies and procedures as well as on any other matters that County may reasonably require.

Contractor shall document and make available upon request by the Federal, State and/or County the type and number of hours of training provided to Contractor's officers, employees, agents, and subcontractors as required by State or Federal law.

9. PROGRAM SUPERVISION, MONITORING AND REVIEW:

A. Pursuant to WIC Section 5608 and CCR Title 9, Section 521, all services hereunder shall be provided by Contractor under the general supervision of Director or his designee. Director or his designee shall have the right to monitor and specify the kind, quality, appropriateness, timeliness, amount of services, and the criteria for determining the persons to be served. Upon receipt of any contract monitoring report pertaining to services/activities under this Agreement, Contractor shall respond in writing to the particular DMH Contract Monitor within the time specified in the contract monitoring report either acknowledging the reported deficiencies or presenting contrary evidence, and, in addition, submitting a plan for immediate correction of all deficiencies. In the event of a State audit of this Agreement, if State auditors disagree with County's written instructions to Contractor in its performance of this Agreement, and if such disagreement results in a State disallowance of any of Contractor's costs hereunder, then County shall be liable for

Contractor's disallowed costs as determined by State.

B. To assure compliance with this Agreement and for any other reasonable purpose relating to performance of this Agreement, and subject to the provisions of State and Federal law, authorized County, State, and/or Federal representatives and designees shall have the right to enter Contractor's premises (including all other places where duties under this Agreement are being performed), with or without notice, to: inspect, monitor and/or audit Contractor's facilities, programs and procedures, or to otherwise evaluate the work performed or being performed; review and copy any records and supporting documentation pertaining to the performance of this Agreement; and elicit information regarding the performance of this Agreement or any related work. The representatives and designees of such agencies may examine, audit and copy such records at the site at which they are located. Contractor shall provide access to facilities and shall cooperate and assist County, State, and/or Federal representatives and designees in the performance of their duties. Unless otherwise agreed upon in writing, Contractor must provide specified data upon request by County, State, and/or Federal representatives and designees within ten (10) State business days for monitoring purposes.

10. PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Contractor shall comply with all applicable Federal, State, and County policies and procedures relating to performance standards and outcome measures. This is applicable whenever specific Federal or State funding, which has policies or procedures for performance standards and/or outcome measures has been included as part of the Contractor's contract and shall apply for all County policies, procedures, or departmental bulletins approved by the Director or his designee for performance standards and/or outcome measures. County will notify Contractor whenever County policies or procedures are to apply to this contract provision (e.g., AB 2034 grant) at least, where feasible, 30 calendar days prior to implementation.

These Federal, State or County performance standards and/or outcome measures will be used as part of the determination of the effectiveness of the services delivered by the Contractor.

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11. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other financial deductions as specified in this Agreement.

12. RECORDS AND AUDITS:

A. Records:

(1) Direct Services and Indirect Services Records: Contractor shall maintain a record of all direct services and indirect services rendered by all the various professional, para-professional, intern, student, volunteer and other personnel to fully document all services provided under this Agreement and in sufficient detail to permit an evaluation and audit of such services. All such records shall be retained, maintained, and made immediately available for inspection, program review, and/or audit by authorized representatives and designees of County, State, and/or Federal governments during the term of this Agreement and during the applicable period of records retention. Such access shall include regular and special reports from Contractor. In the event any records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection, program review, and/or audit at such other location. In addition to the requirements in this Paragraph 12, Contractor shall comply with any additional patient/client record requirements described in the Service Exhibit(s) and shall adequately document the delivery of all services described in the Service Exhibit(s).

(a) Patient/Client Records (Direct Services): Contractor shall maintain treatment and other records of all direct services (i.e., 24-hour services, day services, targeted case management, mental health services, medication support, and crisis intervention) in accordance with all applicable County, State and Federal

requirements on each individual patient/client which shall include, but not be limited to, patient/client identification number, patient/client face sheet, all data elements required by the County's information system, consent for treatment form, initial evaluation form, treatment plan, progress notes and discharge summary. All patient/client records shall be maintained by Contractor at a location in Los Angeles County for a minimum period of seven (7) years following discharge of the patient/client or termination of services (except that the records of unemancipated minors shall be kept at least one year after such minor has reached the age of 18 years and in any case not less than seven (7) years), or until County, State and/or Federal audit findings applicable to such services are fully resolved, whichever is later. During such retention period, all such records shall be immediately available and open during County's normal business hours to authorized representatives and designees of County, State, and/or Federal governments for purposes of inspection, program review, and/or audit.

(b) Case Management Support Services and Outreach Services Records (Indirect Services): Contractor shall maintain accurate and complete program records of all indirect services (i.e., all services other than direct services) in accordance with all applicable County, State and Federal requirements. All program records shall be maintained by Contractor at a location in Los Angeles County for a minimum period of seven years following the expiration or termination of this Agreement, or until County, State and/or Federal audit findings applicable to such services are fully resolved, whichever is later. During such retention period, all such records shall be immediately available and open during normal business hours to authorized representatives and designees of County, State, and/or Federal governments for purposes of inspection and/or audit.

(2) Financial Records: Contractor shall prepare and maintain, on a current basis, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles, with the procedures set out in the State Department of Mental Health's Cost and Financial Reporting System (CFRS) Instruction Manual, and with all guidelines, standards, and procedures which shall be furnished to Contractor by County upon request. Minimum standards for accounting principles are set forth in County's Auditor-Controller's Contract

Accounting and Administration Handbook which shall be furnished to Contractor by County upon request. The above financial records shall include, but are not limited to:

(a) Books of original entry and a general ledger.

(b) Reports, studies, statistical surveys or other information Contractor used to identify and allocate indirect costs among Contractor's various modes of service. "Indirect costs" shall mean those costs as described by the guidelines, standards, and procedures which may be provided by County in writing to Contractor, the Centers for Medicare and Medicaid Provider Reimbursement Manual, and the Federal Office of Management and Budget Circular A-122 (Cost principles for non-profit organizations).

(c) Bronzan-McCorquodale/County statistics and total facility statistics (e.g., patient days, visits) which can be identified by type of service pursuant to any policies and procedures which may be provided by County in writing to Contractor.

(d) A listing of all County remittances received.

(e) Patient/client financial folders clearly documenting:

i. Contractor's determination of patient's/client's eligibility for Medi-Cal, medical insurance and any other third party payer coverage; and

ii. Contractor's reasonable efforts to collect charges from the patient/client, his responsible relatives, and any other third party payer.

(f) Individual patient/client ledger cards indicating the type and amount of charges incurred and payments by source and service type.

(g) Employment records.

(3) The entries in all of the above financial records must be readily traceable to applicable source documentation (e.g., remittance invoices, vendor invoices, employee timecards signed by employee and countersigned by supervisor in ink, subsidiary ledgers and journals, appointment logs, patient ledger cards, etc.). Any apportionment of costs shall be made in accordance with the requirements of the State Department of Mental Health Cost and Financial Reporting System (CFRS) Instruction Manual, the Federal Centers for Medicare and Medicaid Provider Reimbursement Manual Parts 1 and 2 (Publications #15–1 and #15–2), and Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the

Rehabilitation Option and Targeted Case Management Services. All such records shall be maintained by Contractor at a location in Los Angeles County for a minimum period of seven (7) years following the expiration or termination of the Agreement, or until County, State and/or Federal audit findings are fully resolved, whichever is later. During such retention period, all such records shall be immediately available and open during County's normal business hours to authorized representatives and designees of County, State, and/or Federal governments for purposes of inspection, program review, and/or audit. Such access shall include access to individuals with knowledge of financial records and Contractor's outside auditors, and regular and special reports from Contractor. In the event any records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection or audit at such other location.

(4) Preservation of Records: If, following termination of this Agreement, Contractor's facility(ies) is (are) closed or if majority ownership of Contractor changes, then within forty-eight hours thereafter, Director of SDMH and Director or his designee shall be notified thereof by Contractor in writing of all arrangements made by Contractor for preservation of all the patient/client, financial, and other records referred to in this Paragraph 12.

B. Audits:

(1) Contractor shall provide County and its authorized representatives access to and the right to examine, audit, excerpt, copy, or transcribe, any pertinent transaction, activity, time cards, or any other records relating to this Agreement.

(2) County may, in its sole discretion, perform periodic fiscal and/or program review(s) of Contractor's records that relate to this Agreement. If County determines that the results of any such reviews indicate the need for corrective action, Contractor shall within 30 calendar days after receiving the findings of the fiscal and/or program review, either (a) submit a corrective plan of action to DMH, or (b) request a review by the Director. If Contractor requests a review by the Director within the 30 calendar days, and if a corrective plan of action is then required, Contractor shall have 30 calendar days to submit its corrective plan of action.

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(3) Audit Reports: In the event that any audit of any or all aspects of this Agreement is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report(s) with DMH's Contracts Development and Administration Division within 30 calendar days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Contractor shall promptly notify County of any request for access to information related to this Agreement by any other governmental agency.

(4) State Department of Mental Health Access to Records: Contractor agrees that for a period of seven (7) years or until final audit is completed, which ever occurs later, following the furnishing of services under this Agreement, Contractor shall maintain and make available to the State Department of Mental Health, the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, and any other authorized Federal and State agencies, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS ($10,000) or more over a 12-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor as provided in Paragraph 9 and in this Paragraph 12.

(5) Federal Access to Records: Grant-funded programs require audits and compliance with Federal guidelines pursuant to Circular A-133 issued by the Federal Office of Management and Budgets (OMB), If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of seven (7) years following the furnishing of services under this Agreement, Contractor shall maintain and make available to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent

of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS ($10,000) or more over a 12-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor as provided in Paragraph 9 and in this Paragraph 12.

13. REPORTS:

A. Contractor shall make reports as required by Director or his designee or by State regarding Contractor's activities and operations as they relate to Contractor's performance of this Agreement. In no event may County require such reports unless it has provided Contractor with at least 30 calendar days' prior written notification. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

B. Income Tax Withholding: Upon Director's or his designee's request, Contractor shall provide County with certain documents relating to Contractor's income tax returns and employee income tax withholding. These documents shall include, but are not limited to:

(1) A copy of Contractor's Federal and State quarterly income tax withholding returns (i.e., Federal Form 941 and/or State Form DE-3 or their equivalents).

(2) A copy of a receipt for, or other proof of payment of, each employee's Federal and State income tax withholding, whether such payments are made on a monthly or quarterly basis.

C. County Information System:

(1) Contractor shall submit all required data to the County's Information System, as required by Director or his designee. Contractor shall report to County, all program, patient/client, staff, and other data and information about Contractor's services, within the specified time periods as required by County Chief Information Office's Training Manuals, IS Bulletins, and Reports Reference Guide and any other County requirements; in no event, no later than 40 calendar days after the close of each fiscal year in which the services were provided.

(2) Notwithstanding any other provision of this Agreement, only units of

service submitted by Contractor into the County's claims processing information system shall be counted as delivered units of service. All units of service generated during the Start-Up Period, if any, shall be submitted by Contractor into the County's claims processing information system.

(3) Notwithstanding any other provision of this Agreement, the only units of service which shall be considered legitimate and reimbursable at Annual Cost Report adjustment and settlement time or otherwise shall be those units of service as submitted by Contractor into the County's claims processing information system.

(4) Contractor shall train its staff in the operation, procedures, policies, and all related use, of the County's information system as required by County. County shall train Contractor's designated trainer in the operation, procedures, policies, and all related use of the County's information system.

14. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and County information system records, in accordance with WIC Sections 5328 through 5330, inclusive, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality. Contractor shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by Contractor, its officers, employees, or agents.

15. PATIENTS'/CLIENTS' RIGHTS: Contractor shall comply with all applicable patients'/clients' rights provisions, including, but not limited to, WIC Section 5325 et seq., CCR Title 9, Section 850 et seq., and CCR Title 22. Further, Contractor shall comply with all patients'/clients' rights policies provided by County. County Patients' Rights Advocates shall be given access by Contractor to all patients/clients, patients'/clients' records, and Contractor's personnel in order to monitor Contractor's compliance with all applicable statutes, regulations, manuals and policies.

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16. REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS:

A. Elders and Dependent Adults Abuse: Contractor, and all persons employed or subcontracted by Contractor, shall comply with WIC Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults under the care of Contractor either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by WIC Sections 15630, and permitted by 15631 and 15632. Contractor and all persons employed or subcontracted by Contractor, shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

B. Minor Children Abuse: Contractor and all persons employed or subcontracted by Contractor, shall comply with California Penal Code (hereafter "PC") Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal Code 11164, 11165.8 and 11166. Contractor and all persons employed or subcontracted by Contractor, shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

C. Contractor Staff:

(1) Contractor shall assure that any person who enters into employment as a care custodian of elders, dependent adults or minor children, or who enters into employment as a health or other practitioner, prior to commencing employment, and as a prerequisite to that employment, shall sign a statement on a form provided by Contractor in accordance with the above code sections to the effect that such person has knowledge of, and will comply with, these code sections.

(2) Contractor shall assure that clerical and other nontreatment staff who are not legally required to directly report suspected cases of abuse, consult with mandated reporters upon suspecting any abuse.

(3) For the safety and welfare of elders, dependent adults, and minor children, Contractor shall, to the maximum extent permitted by law, ascertain arrest and conviction records for all current and prospective employees and shall not employ or continue to employ any person convicted of any crime involving any harm to elders,

dependent adults, or minor children.

(4) Contractor shall not employ or continue to employ, or shall take other appropriate action to fully protect all persons receiving services under this Agreement concerning, any person whom Contractor knows, or reasonably suspects, has committed any acts which are inimical to the health, morals, welfare, or safety of elders, dependent adults or minor children, or which otherwise make it inappropriate for such person to be employed by Contractor.

17. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, sex, age, marital status, or physical or mental handicap or medical conditions, in accordance with requirements of Federal and State law. For the purpose of this Paragraph 17, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different, or is provided in a different manner or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to ability to pay or source of payment, race, religion, national origin, ancestry, sex, age, marital status, or physical or mental handicap, or medical conditions.

B. Contractor shall establish and maintain written complaint procedures under which any person applying for or receiving any services under this Agreement may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the rendering of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director for the purpose of presenting his complaint of the alleged discrimination. Such complaint procedures shall also indicate that

if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, such person may appeal the matter to the State, if appropriate.

C. If direct services (i.e., 24-hour services, day services, targeted case management, mental health services, medication support, and crisis intervention) are provided hereunder, Contractor shall have admission policies which are in accordance with CCR Title 9, Sections 526 and 527, and which shall be in writing and available to the public. Contractor shall not employ discriminatory practices in the admission of any person, assignment of accommodations, or otherwise. Any time any person applies for services under this Agreement, such person shall be advised by Contractor of the complaint procedures described in the above paragraph. A copy of such complaint procedures shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided under this Agreement.

18. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of, race, color, religion, national origin, ancestry, sex, age, marital status, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (cancer), denial of family care leave, or political affiliation, and in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, marital status, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (cancer), denial of family care leave, or political affiliation. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall not discriminate against or harass, nor shall it permit harassment of, its employees during employment based upon race, color, religion, national origin, ancestry, sex, age, marital status, condition of physical

disability (including HIV and AIDS) or mental disability, medical condition (cancer), denial of family care leave, or political affiliation in compliance with all applicable Federal and State anti-discrimination laws and regulations. Contractor shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.).

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, national origin, ancestry, sex, age, marital status, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (cancer), denial of family care leave, or political affiliation. Further, Contractor shall give written notice of its obligations under this Paragraph 18 to labor organizations with which it has a collective bargaining or other agreement.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 18 when so requested by Director.

E. If County finds that any of the above provisions has been violated, the same shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

F. In the event that Contractor violates any of the anti-discrimination provisions of this Paragraph 18, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS ($500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

19. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from any and all liability, including, but not

limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for services performed by Contractor's employees for which County may be found jointly or solely liable.

20. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

B. General Insurance Requirements: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to *Department of Mental Health, 550 South Vermont Avenue, Contracts Development and Administration Division, 5th Floor, Los Angeles, CA, 90020,* prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

(c) Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2) Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

3) Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

4) Notification of Incidents, Claims or Suits: Contractor shall report to County:

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

5) Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

6) Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of sub-contractors, or

(b) Contractor providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

C. Insurance Coverage Requirements:

1) General Liability: Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	Two Million Dollars	($2,000,000)
Products/Completed Operations Aggregate:	One Million Dollars	($1,000,000)
Personal and Advertising Injury:	One Million Dollars	($1,000,000)
Each Occurrence:	One Million Dollars	($1,000,000)

2) Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than One Million Dollars ($1,000,000) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3) Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other Federal law for which Contractor is responsible. In all cases, the

above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	One Million Dollars	($1,000,000)
Disease – policy limit:	One Million Dollars	($1,000,000)
Disease – each employee:	One Million Dollars	($1,000,000)

4) Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

5) Property Coverage: Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

Real Property and All Other Personal Property: – Special form (all-risk) coverage for the full replacement value of County-owned or leased property.

21. WARRANTY AGAINST CONTINGENT FEES: Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for any commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For Contractor's breach or violation of this warranty, County may, in its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

22. CONFLICT OF INTEREST:

A. No County employee whose position in County enables such employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing

evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

23. UNLAWFUL SOLICITATION: Contractor shall require all of its employees to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to insure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within the County of Los Angeles that have such a service.

24. INDEPENDENT STATUS OF CONTRACTOR:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

C. Contractor understands and agrees that all persons performing services pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person

as a result of any injuries arising from or connected with any services performed by or on behalf of Contractor pursuant to this Agreement.

D. Contractor shall obtain and maintain on file an executed Contractor Employee Acknowledgment of Employer, in the form as contained in Contractor's Negotiation Package for this Agreement, for each of its employees performing services under this Agreement. Such Acknowledgments shall be executed by each such employee on or immediately after the commencement date of this Agreement but in no event later than the date such employee first performs services under this Agreement.

25. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the term of this Agreement.

26. CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants, by job category, to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given priority.

27. DELEGATION AND ASSIGNMENT BY CONTRACTOR:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall

require a written amendment to this Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

28. SUBCONTRACTING:

A. No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Paragraph 28. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, in the event of any such breach by Contractor, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

B. If Contractor desires to subcontract any portion of its performance,

obligations, or responsibilities under this Agreement, Contractor shall make a written request to County for written approval to enter into the particular subcontract. Contractor's request to County shall include:

(1) The reasons for the particular subcontract.

(2) A detailed description of the services to be provided by the subcontract.

(3) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(4) A description of the proposed subcontract amount and manner of compensation, together with Contractor's cost or price analysis thereof.

(5) A copy of the proposed subcontract which shall contain the following provision:

> "This contract is a subcontract under the terms of the prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract."

(6) A copy of the proposed subcontract, if in excess of $10,000 and utilizes public funds, shall also contain the following provision:

> "The contracting parties shall be subject to the examination and audit of the State Auditor, pursuant to the California Government Code, Section 8546.7.for a period of seven (7) years from the end of the Fiscal Year in which such services were provided or until final resolution of any audits, whichever occurs later."

Further, the Contractor will also be subject to the examination and audit of the State Auditor , pursuant to the Government Code, Section 8546.7, for a period of seven (7) years from the end of the Fiscal Year in which such services were provided or until final resolution of any audits, which ever occurs later.

(7) Any other information and/or certifications requested by County.

C. County shall review Contractor's request to subcontract and shall determine, in its sole discretion, whether or not to consent to such request on a case-by-case basis.

D. Contractor shall indemnify and hold harmless County, its officers,

employees, and agents, from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and legal fees, arising from or related to Contractor's use of any subcontractor, including any officers, employees, or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement.

E. Notwithstanding any County consent to any subcontracting, Contractor shall remain fully liable and responsible for any and all performance required of it under this Agreement, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County, nor shall such approval limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County approval of any subcontract shall not be construed in any way to constitute the determination of the allowability or appropriateness of any cost or payment under this Agreement.

F. In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that other action is taken as requested by County. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs or expenses arising from or related to County's exercise of such right.

G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs, or expenses arising from or related to County's exercise of such right.

H. In the event that County consents to any subcontracting, each and all of the

provisions of this Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

I. In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 28 or a blanket consent to any further subcontracting.

J. In the event that County consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments and/or other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment and/or other compensation for any subcontractors or their officers, employees, and agents.

K. Contractor shall deliver to the Chief of DMH's Contracts Development and Administration Division a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 28, on or immediately after the effective date of the subcontract but in no event later than the date any services are performed under the subcontract.

L. In the event that County consents to any subcontracting, Contractor shall obtain and maintain on file an executed Subcontractor Employee Acknowledgment of Employer, in the form as contained in Contractor's Negotiation Package for the Agreement, for each of the subcontractor's employees performing services under the subcontract. Such Acknowledgments shall be obtained and maintained on file and made available upon request on or immediately after the commencement date of the particular subcontract but in no event later than the date such employee first performs any services under the subcontract.

M. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractor or its officers, employees, and agents.

N. Director or his designee is hereby authorized to act for and on behalf of County pursuant to this Paragraph 28, including, but not limited to, consenting to any subcontracting.

29. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. Further, this Agreement shall be governed by, and construed in accordance with, all laws, regulations, and contractual obligations of County under its agreement with the State.

30. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, including, but not limited to, Title XIX of the Social Security Act, State, and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs or expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor, its officers, employees, or agents, of any such Federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, or directives.

C. Contractor shall maintain in effect an active compliance program in accordance with the recommendations set forth by the Department of Health and Human Services, Office of the Inspector General.

D. Duty to Notify: Contractor agrees to notify County of any and all legal complaints, citations, enforcement proceedings, administrative proceedings, judgments or litigation, known to Contractor, whether civil or criminal initiated against Contractor, its officers, employees, or agents which are likely to have a material effect on the organization's stewardship, financial position and/or ability to perform and deliver services under this contract.

31. THIRD PARTY BENEFICIARIES: Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

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32. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:

A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder) as required by all applicable Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines and directives shall be provided, in duplicate, to DMH's Contracts Development and Administration Division.

B. If Contractor is a participant in the Short-Doyle/Medi-Cal program, Contractor shall keep fully informed of all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities.

33. CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor's Warranty of Adherence to County's Child Support Compliance Program: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 United States

Code (USC) Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

B. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph A (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 35 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

34. TERMINATION FOR INSOLVENCY:

A. County may terminate this Agreement immediately in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

(2) The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code.

(3) The appointment of a Receiver or Trustee for Contractor.

(4) The execution by Contractor of a general assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph 34 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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35. TERMINATION FOR DEFAULT:

A. County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

B. In the event that County terminates this Agreement as provided in Subparagraph A, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

C. The rights and remedies of County provided in this Paragraph 35 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

36. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County

manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

37. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

38. CAPTIONS AND PARAGRAPH HEADINGS: Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

39. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement, or the Financial Summary or Service Exhibit(s) hereto, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

40. ENTIRE AGREEMENT: The body of this Agreement, all attachments, Financial Exhibit A (Financial Provisions), Financial Summary(ies), Fiscal Years 2007-08, Service Delivery Site Exhibit, and Service Exhibit(s) 1, 2, and 3, attached hereto and incorporated herein by reference, and Contractor's Negotiation Package for this Agreement, as approved in writing by Director, including any addenda thereto as approved in writing by Director, which are hereby incorporated herein by reference but not attached, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, or schedule, or the contents or description of any service or other work, or otherwise, between the body of this Agreement and the other referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and its definitions and then to such other documents according to the following priority:

A. Financial Exhibit A (Financial Provisions)

B. Financial Summary(ies)

C. Service Delivery Site Exhibit

D. Service Exhibit(s)

E. Contractor's Negotiation Package.

41. WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

42. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others and that all its employees performing services hereunder meet the citizenship or alien status requirements set forth in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from and against any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

43. PUBLIC ANNOUNCEMENTS AND LITERATURE: In public announcements and literature distributed by Contractor for the purpose of apprising patients/clients and the general public of the nature of its treatment services, Contractor shall clearly indicate that the services which it provides under this Agreement are funded by the County of Los Angeles.

44. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all Federal, State and

County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives, County shall retain all proprietary interest, except the use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any County funds. Upon the expiration or termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within 30 calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds. Within 90 calendar days following the execution of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds. The inventory report shall be prepared by Contractor on a form or forms designated by Director, certified and signed by an authorized officer of Contractor, and one copy thereof shall be delivered to County within 30 calendar days of any change in the inventory. Within five business days after the expiration or termination of the Agreement, Contractor shall submit to County six copies of the same inventory report updated to the expiration or termination date of the Agreement, certified and signed by an authorized officer of Contractor, based on a physical count of all items of furniture, fixtures, equipment, materials, and supplies, as of such expiration or termination date.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds, against any damage or loss by fire, burglary, theft, disappearance, vandalism or misuse. In the event of any burglary, theft, disappearance, or vandalism of any item of furniture, fixtures, equipment, materials, and supplies, Contractor shall immediately notify the police and make a written report thereof, including a report of the results of any investigation which may be made. In the event of any damage or loss of any item of furniture, fixtures, equipment, materials, and supplies, from any cause, Contractor shall immediately send Director a detailed, written report. Contractor shall contact DMH's Administrative Services Division for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by County or its authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds, in the same condition as such property was received by Contractor, reasonable wear and tear excepted, or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement or adjustment connected with such property shall be in accordance with all applicable Federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives.

45. AUTHORIZATION WARRANTY: Contractor represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

46. RESTRICTIONS ON LOBBYING: If any Federal funds are to be used to pay for any of Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure

that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

47. CERTIFICATION OF DRUG-FREE WORK PLACE: Contractor certifies and agrees that Contractor and its employees shall comply with DMH's policy of maintaining a drug-free work place. Contractor and its employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any of Contractor's facilities or work sites or County's facilities or work sites. If Contractor or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then Contractor, within five (5) days thereafter, shall notify Director in writing.

48. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

49. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor shall assure that all locations where services are provided under this Agreement are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with this Paragraph 49.

50. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

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51. USE OF RECYCLED-CONTENT PAPER PRODUCTS: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

52. CONTRACTOR RESPONSIBILITY AND DEBARMENT: The following requirements set forth in the County's Non-Responsibility and Debarment Ordinance (Title 2, Chapter 2.202 of the County Code) are effective for this Agreement, except to the extent applicable State and/or Federal laws are inconsistent with the terms of the Ordinance.

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of an Agreement with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, the

Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will

provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

l. These terms shall also apply to subcontractors of County Contractors.

53. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within 30 calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

There are a variety of different reasons why an individual or entity may be excluded from participating in a Federally funded health care program. Sometimes, the exclusion is mandatory and in other cases the Office of Inspector General (OIG) has the discretion not to exclude.

The mandatory bases for exclusion include: (1) felony convictions for program related crimes, including fraud or false claims, or for offenses related to the dispensing or use of controlled substances, or (2) convictions related to patient abuse.

Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an

investigation; (3) failing to provide access to documents or premises as required by federal health care program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its subcontractors or its significant business transactions; (6) loss of a state license to practice a health care profession; (7) default on a student loan given in connection with education in a health profession; (8) charging excessive amounts to a Federally funded health care program or furnishing services of poor quality or which are substantially in excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Contractor shall provide the certification set forth in Attachment VI as part of its obligation under this Paragraph 53.

Failure by Contractor to meet the requirements of this Paragraph 53 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

54. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

A. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that it is a *"Covered Entity"* under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

B. The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to *transactions and code sets*, *privacy*, and *security*. Contractor understands and agrees that it is separately and independently

responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

C. Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of HIPAA law and implementing regulations related to Transactions and Code Sets, Privacy, and Security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees and agents) for its failure to comply with HIPAA.

D. Contractor and County understand and agree that HIPAA has imposed additional requirements in regards to changes in DMH's County's information system.

(1) County desires to clarify County's information system terminology under this Agreement as it relates to HIPAA, and, accordingly, has set forth in Attachment VIII (Crosswalk Fact Sheet) a "crosswalk" of technical terms, definitions and language to be used with this Agreement.

(2) County desires to clarify other HIPAA-related changes set forth in the DMH Provider Manual and which are incorporated herein by reference as though fully set forth.

(a) County has added to the DMH Provider Manual a Guide to Procedure Codes, which includes a "crosswalk" of DMH activity codes to Current Procedural Terminology (CPT) and Health Care Procedure Coding System (HCPCS) codes.

(b) County has added to the DMH Provider Manual an Electronic Data Interchange Fact Sheet which includes information about the applicable HIPAA transactions that can be processed in the County's claims processing information system. Effective January 2009 Electronic Data Interchange (EDI) will be the only acceptable method by which Contractor or its Subcontractor(s) may submit HIPAA-compliant transactions.

(c) County has added to the DMH Provider Manual a Trading Partner Agent Authorization Agreement which includes the Contractor's authorization to its Subcontractor(s) to submit HIPAA-compliant transactions on behalf of Contractor.

E. Contractor understands that County operates an informational website **http://dmh.lacounty.info/hipaa/index.html** related to the services under this Agreement and the parties' HIPAA obligations, and agrees to undertake reasonable efforts to utilize said website to obtain updates, other information, and forms to assist Contractor in its performance.

F. Contractor understands and agrees that if it uses the services of an Agent in any capacity in order to receive, transmit, store or otherwise process Data or Data Transmissions or perform related activities, the Contractor shall be fully liable to DMH or for any acts, failures or omissions of the Agent in providing said services as though they were the Contractor's own acts, failures, or omissions.

G. Contractor further understands and agrees that the terms and conditions of the current Trading Partner Agreement (TPA) set forth in the DMH Provider Manual shall apply to this Agreement and that said Terms and Conditions are incorporated by reference as though fully set forth herein.

55. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County Agreements for a period of time consistent with the seriousness of the breach.

56. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each

subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby.

The fact sheet is set forth in Attachment VII of this Agreement and is also available on the Internet at **www.babysafela.org** for printing purposes.

57. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

58. COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM:

(LANGUAGE APPLIES ONLY TO PROP A LIVING WAGE CONTRACTS)

A. Living Wage Program: This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as *Exhibit K* and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates:

(1) Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under the Contract:

i. Not less than $9.46 per hour if, in addition to the per-hour wage, the Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

ii. Not less than $8.32 per hour if, in addition to the per-hour

wage. the Contractor contributes at least $1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed $1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

(2) For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Living Wage Program shall be attached to the Contract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

(3) If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

(4) If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the

Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

C. Contractor's Submittal of Certified Monitoring Reports: The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (*Exhibit L and Exhibit M*), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims: During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of

any of the Contractor's operations in California.

E. County Auditing of Contractor Records: Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees: The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

G. Enforcement and Remedies: If the Contractor fails to comply with the requirements of this Sub-paragraph, the County shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

(1) Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

(a) Withholding of Payment: If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

(b) Liquidated Damages: It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

(c) Termination: The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

(2) Remedies for Payment of Less Than the Required Living Wage: If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

(a) Withholding Payment: If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

(b) Liquidated Damages: It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living

wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

(c) Termination: The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

(3) Debarment: In the event the Contractor breaches a requirement of this Sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees: The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited: The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any

other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

J. Contractor Standards: During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

K. Employee Retention Rights:

(Note: This Sub-paragraph applies only if the contract involves the provision of services that were previously provided by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract, which predecessor contract was terminated by the County prior to its expiration.)

(1) Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

(a) Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and

(b) Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

(c) Who is or will be terminated from his or her employment as a result of the County entering into this new contract.

(2) Contractor is not required to hire a retention employee who:

(a) Has been convicted of a crime related to the job or his or her performance; or

(b) Fails to meet any other County requirement for employees of a Contractor.

(3) Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, Contractor may

retain a retention employee on the same terms and conditions as Contractor's other employees.

L. Neutrality in Labor Relations: The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

59. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

60. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment IX, the County seeks to ensure that

all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

61. NOTICES: All notices or demands required or permitted to be given under this Agreement shall be in writing and shall be delivered with signed receipt or mailed by first class, registered or certified mail, postage pre-paid, addressed to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

For the County, please use the following contact information:

County of Los Angeles - Department of Mental Health
Contracts Development and Administration Division
550 South Vermont Ave., 5th Floor
Los Angeles, CA 90020
Attention: Chief of Contracts

For the Contractor, please use the following contact information:

St. Francis Medical Center
3630 East Imperial Highway
Lynwood, CA 90262
Derrell Tidwell, Executive Director - Children's Counseling Center

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by County's Director of Mental Health or his designee, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

St. Francis Medical Center
CONTRACTOR

By [redacted]

Name Gerald T. Kozai

Title President/CEO
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

M/ St. Francis Medical Center_LEGAL ENTITY AGREEMENT (Supersession) FY07-08 04 17 07

1H

EMERGENCY MEDICAL SERVICES AGENCY
LOS ANGELES COUNTY

Los Angeles County
Board of Supervisors

Gloria Molina
First District

Mark Ridley-Thomas
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

Cathy Chidester
Director

William Koenig, MD
Medical Director

10100 Pioneer Blvd, Suite 200
Santa Fe Springs, CA 90670

Tel: (562) 347-1500
Fax: (562) 941-5835

To ensure timely, compassionate, and quality emergency and disaster medical services.

January 23, 2013

Dr. Gerald T. Kozai
President
St. Francis Medical Center
3628 East Imperial Highway, Suite 400
Lynwood, California 90262

Dear Dr. Kozai:

RE: PARAMEDIC BASE HOSPITAL SERVICES AGREEMENT NO. H-705641

Enclosed is a fully executed Paramedic Base Hospital Services Agreement as referenced above between your facility and the County of Los Angeles, as approved by the Board of Supervisors and executed by the Director of Health Services.

Please contact me at (562) 347-1592, if you have any questions.

Sincerely,

[redacted]

Irma Ortega
Assistant Staff Analyst
Emergency Medical Services Agency

Enclosure

Health Services
http://ems.dhs.lacounty.gov

H-705641

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

ST. FRANCIS MEDICAL CENTER

FOR

PARAMEDIC BASE HOSPITAL SERVICES

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AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
ST. FRANCES MEDICAL CENTER
FOR
PARAMEDIC BASE HOSPITAL SERVICES

This Agreement and Exhibits made and entered into this 1ST day of January, 2013 by and between the County of Los Angeles, hereinafter referred to as County and St. Francis Medical Center, hereinafter referred to as Hospital. St. Francis Medical Center is located at 3628 East Imperial Highway, Suite 400, Lynwood, California 90262.

RECITALS

WHEREAS, the County may contract with private businesses for Paramedic Base Hospital Services when certain requirements are met; and

WHEREAS, the Hospital is a private firm specializing in providing Paramedic Base Hospital Services; and

WHEREAS, pursuant to the authority granted under the Emergency Medical Services and Prehospital Emergency Medical Care Personnel Act ("Act") (Health and Safety Code, Sections 1797, et seq.), County maintains an Advanced Life Support ("ALS") system providing services utilizing Emergency Medical Technicians-Paramedics (hereafter "paramedics") for the delivery of emergency medical care to the sick and injured at the scene of an emergency, during transport to a general acute care Hospital, during interfacility transfer, while in the emergency department of a general acute care Hospital, until care responsibility is assumed by the regular staff of that Hospital, and during training within the facilities of a participating general acute care Hospital; and

WHEREAS, County has designated its Department of Health Services as the local Emergency Medical Services Agency (hereafter " EMS Agency"); and

WHEREAS, the EMS Agency approves and designates selected paramedic base hospital(s) as the Agency deems necessary to provide immediate medical direction and supervision of paramedics within Los Angeles County in accordance with policies and procedures established by the Agency and State EMS Authority; and

WHEREAS, various general acute care Hospitals, both public and private, in Los Angeles County have been designated by the EMS Agency to serve as paramedic base hospitals pursuant to a selection procedure developed and implemented with the assistance of health services provider agencies and other qualified agencies and organizations; and

WHEREAS, Hospital, by virtue of its qualifications pursuant to such selection process and its execution of this Agreement, is a County designated paramedic base hospital (hereafter "base hospital"); and

WHEREAS, a County-designated 911 receiving facility which is also a base hospital shall provide medical direction for all ill and injured patients meeting base hospital contact criteria or guidelines within its area, in addition to other base contacts normally handled; and

WHEREAS, in the event a Hospital is approved as a County-designated trauma center during the term of this Agreement, this Agreement will be incorporated as Exhibit L into Hospital's new Trauma Center Service Agreement (hereafter "TCSA"); and

WHEREAS, "Director" as used herein, refers to County's Director of the Department of Health Services or his or her duly authorized designee; and

WHEREAS, the Act and related implementing regulations require commitment of hospital administration, emergency department, and medical staff to meet requirements for program participation as specified by law and by EMS Agency policies and procedures; and

WHEREAS, the parties wish to cooperate with each other and with paramedic provider agencies in the joint development and operation of an ALS system in Los Angeles County in order to efficiently and appropriately meet the needs of Los Angeles County residents for high quality paramedic services; and

WHEREAS, a physician in the base hospital's emergency department, under the direction of a base hospital medical director and with the assistance of registered nurses who are specially trained and certified as authorized mobile intensive care nurses (hereafter "MICNs") by the EMS Agency, exercises control over the delivery by paramedics of certain emergency care services in the field by issuance to them of verbal medical instructions over a radio or commercial telephone; and

WHEREAS, a base hospital supervises prehospital triage, treatment, patient destination, and advanced life support, and monitors personnel program compliance by providing medical direction; and

WHEREAS, a base hospital provides, or causes to be provided, emergency medical services, and prehospital personnel training and continuing education in accordance with EMS Agency policies and procedures; and

WHEREAS, a base hospital collects prehospital and emergency department data specified in the Base Hospital Form; and

WHEREAS, a base hospital utilizes and maintains two-way telecommunications equipment, as part of the County's Paramedic Communications System (hereafter "PCS"), as specified by the EMS Agency, capable of direct two-way voice communication with the paramedic advanced life support units (hereafter "ALS unit") assigned to a base hospital; and

WHEREAS, the PCS is composed of discrete radio subsystems licensed individually by the Federal Communications Commission (hereafter "FCC") with Hospital holding title to the PCS subsystem(s) used to link to a County facility and County holding title to the PCS subsystem(s) used to link the County facilities with the EMS Agency; and

WHEREAS, Hospital's commitment to provide and operate PCS equipment, and to otherwise establish and maintain a base hospital and to provide the professional and hospital services associated therewith represents a substantial and continuing commitment of financial, physical, professional, and personnel resources by Hospital and its professional staff; and

WHEREAS, the parties desire to carry out their respective obligations under this Agreement in an efficient cost-effective manner; and

WHEREAS, Hospital agrees to share in a portion of costs required to implement and maintain a countywide computerized data collection and information management system (costs specified in body); and

WHEREAS, in exchange, County agrees to provide countywide standardized prehospital management reports and to make available countywide statistical data; and

WHEREAS, this Agreement is authorized by Health and Safety Code Sections 1797.58 and 1798.100 and Title 22 California Code of Regulations, Section 100168.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, E, F, G, I, J, K L, M, O, P, Q, R, R1, R2, S, T, U, and V are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or

otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 EXHIBIT A – Statement of Work

1.2 EXHIBIT B – Intentionally Omitted

1.3 EXHIBIT C – Intentionally Omitted

1.4 EXHIBIT D – Intentionally Omitted

1.5 EXHIBIT E – County's Administration

1.6 EXHIBIT F – Hospital's Administration

1.7 EXHIBIT G – Forms Required at the Time of Agreement Execution

1.8 EXHIBIT H – Intentionally Omitted

1.9 EXHIBIT I – Safely Surrendered Baby Law

Unique Exhibits:

1.10 EXHIBIT J – Communications Management Committee (Ad Hoc)

1.11 EXHIBIT K – Base Hospital Communications Equipment

1.12 EXHIBIT L – Communications Equipment Maintenance Standards

1.13 EXHIBIT M – Paramedic System Trouble Control Procedures

1.14 EXHIBIT N – Intentionally Omitted

1.15 EXHIBIT O – Charitable Contributions Certification

1.16 EXHIBIT P – Remote Base Station Radio Sites

1.17 EXHIBIT Q – Current Temis Hospital Hardware And Software Specifications

1.18 EXHIBIT R – Base Hospital Form

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1.20 EXHIBIT R2 – MCI Base Hospital Form

1.21 EXHIBIT S – Receiving Hospital Outcome Data

1.22 EXHIBIT T – Base Hospital Radio Channel, Assignment/Paramedic Telephone Numbers

1.23 EXHIBIT U – Prehospital Care Policy Reference No. 214, Base Hospital and Provider Agency Reporting Responsibilities

1.24 EXHIBIT V – Emergency Department Approved for Pediatrics (EDAP) Standards. This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 **Agreement:** Agreement executed between County and Hospital. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

2.2 **Hospital:** The sole proprietor, partnership, or corporation that has entered into an agreement with the County to perform or execute the work covered by the Statement of Work.

2.3 **Hospital Project Manager:** The individual designated by the Hospital to administer the Agreement operations after the Agreement award.

2.4 **County Agreement Project Monitor:** Person with responsibility to oversee the day to day activities of this Agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Hospital.

2.5 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Agreement that cannot be resolved by the County's Project Manager.

2.6 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Agreement.

2.7 **Day(s):** Calendar day(s) unless otherwise specified.

2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

2.9 **DHS:** Department of Health Services

2.10 **Director:** Director of Health Services or his/her authorized designee

3.0 WORK

3.1 Pursuant to the provisions of this Agreement, Hospital shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

3.2 If Hospital provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Hospital, and Hospital shall have no claim whatsoever against the County.

4.0 TERM OF AGREEMENT

4.1 The term of this Agreement shall be four (4) years six (6) months commencing January 1, 2013 through June 30, 2017 after execution by the Director or his designee, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

4.2 The County shall have the sole option to extend this Agreement term for up to two (2) additional one-year periods for a maximum total Agreement term of six (6) years six (6) months. Each such option and extension shall be exercised at the sole discretion of the Director or his designee as authorized by the Board of Supervisors and must be agreed to and executed in writing by both parties.

4.3 The County maintains databases that track/monitor Hospital performance history and compliance with Title 22, California Code of Regulations, Section 100168. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an agreement term extension option.

4.4 Notwithstanding any other provision of this Agreement, Director may suspend this Agreement immediately upon giving written notice to Hospital if Hospital's license to operate as a general acute care Hospital or its

permit to operate basic or comprehensive emergency service is revoked or suspended. Any such action by the EMS Agency shall be subject to the review procedures for suspensions established in Paragraph 9.8, Due Process, herein below. If such a suspension order has been issued and remains in effect for a period of at least sixty (60) calendar days, Director may terminate this Agreement upon giving at least thirty (30) calendar days prior written notice thereof to Hospital.

5.0 AGREEMENT SUM

5.1 To provide ongoing financial support to County for data collection, monitoring, and evaluation of the ALS programs, all of which benefit Hospital in the provision of base hospital services, Hospital agrees to offset the portion of the cost outlined in Paragraph 6.20 of Exhibit A, Statement of Work.

5.2 Hospital shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Hospital's duties, responsibilities, or obligations, or performance of same by any entity other than Hospital, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY ADMINISTRATION

The Director shall have the authority to administer this Agreement on behalf of the County. Director retains professional and administrative responsibility for the services rendered under this Agreement. A listing of all County Administration referenced in the following sub-paragraphs are designated in Exhibit E - County's Administration. The County shall notify Hospital in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Agreement are met; and

- providing direction to Hospital in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with Hospital's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Hospital.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Agreement Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Agreement. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF AGREEMENT - HOSPITAL

7.1 Hospital's Project Manager

7.1.1 The Hospital's Project Manager is designated in Exhibit F - Hospital's Administration. The Hospital shall notify the County in writing of any change in the name or address of the Hospital's Project Manager.

7.1.2 The Hospital's Project Manager shall be responsible for the Hospital's day-to-day activities as related to this Agreement and shall coordinate with County's Project Manager and County's Agreement Project Monitor on a regular basis.

7.2 Hospital's Authorized Official (s)

7.2.1 Hospital's Authorized Official(s) are designated in Exhibit F. Hospital shall promptly notify County in writing of any change in the name(s) or address(es) of Hospital's Authorized Official(s).

7.2.2 Hospital represents and warrants that all requirements of Hospital have been fulfilled to provide actual authority to such officials to execute documents under this Agreement on behalf of Hospital.

7.3 Intentionally Omitted

7.4 Hospital's Staff Identification

Hospital shall provide, at Hospital's expense, all staff providing services under this Agreement with a photo identification badge.

7.5 Background and Security Investigations

Mobile Intensive Care Nurses (MICN) performing services under this Agreement have undergone and passed a background investigation through the Board of Registered Nursing and Department of Justice as required by their license as Registered Nurses (RN).

7.6 Confidentiality

7.6.1 Hospital shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records, and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Hospital shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Hospital, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Hospital's indemnification obligations under this Paragraph 7.6 shall be conducted by Hospital and performed by counsel selected by Hospital and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Hospital fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Hospital for all such costs and expenses incurred by County in doing so. Hospital shall not have the right to enter into any settlement, agree to any

injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Hospital shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.

7.6.4 Hospital shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

7.7 Staff Performance under the Influence

Hospital shall not knowingly permit any employee to perform services under this Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Agreement Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared, mutually agreed to in writing, and executed by the Hospital and by Director.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared and executed by the Hospital and by Director.

8.1.3 The Director, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Agreement. The Hospital agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared, mutually agreed to in writing, and executed by the Hospital and by Director.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Hospital shall not assign its rights or delegate its duties under

this Agreement, or both, whether in whole or in part, without timely written notice to and consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Hospital may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Hospital may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Hospital to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the written consent of County in accordance with applicable provisions of this Agreement.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the duties, responsibilities, obligations, or performance of same by any entity other than the Hospital, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without timely written notice to the County, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Hospital as it could pursue in the event of default by Hospital. If County does not consent to such assignment and delegation, County may terminate this Agreement with 30 days written notice to Hospital.

8.3 AUTHORIZATION WARRANTY

The Hospital represents and warrants that the person executing this Agreement for the Hospital is an authorized agent who has actual authority to bind the Hospital to each and every term, condition, and obligation of this Agreement and that all requirements of the Hospital have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Hospital under this Agreement shall also be reduced correspondingly. The County's notice to the Hospital regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Hospital shall continue to provide all of the services set forth in this Agreement unless it chooses to exercise its rights under Paragraph 8.42, Termination for Convenience.

8.5 COMPLAINTS

The Hospital shall develop, maintain and operate procedures to comply with Exhibit V, Prehospital Care Policy Reference No. 214, Base Hospital and Provider Agency Reporting Responsibilities.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Agreement, Hospital shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures. All provisions required thereby to be included in this Agreement are incorporated herein by reference.

8.6.2 Hospital and County shall indemnify, defend, and hold harmless each party, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Hospital, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures. Any legal defense pursuant to Hospital's indemnification obligations under this Paragraph 8.6 shall be conducted by Hospital and performed by counsel selected by Hospital. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Hospital fails to provide County with a full and adequate defense. County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and

reimbursement from Hospital for all such costs and expenses incurred by County in doing so. Hospital shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS – ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION

8.7.1 The Hospital hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code, to the end that no person shall, on the grounds of race, creed, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

8.7.2 Hospital certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.7.3 Hospital shall ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.7.4 Hospital certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation,

age, physical or mental disability, medical condition, marital status, or political affiliation.

8.7.5 Hospital certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

8.7.6 Hospital shall allow County representatives access to the Hospital's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.7 when so requested by the County.

8.7.7 If the County finds that any provisions of this sub-paragraph 8.7 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Hospital has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Hospital has violated the anti-discrimination provisions of this Agreement.

8.7.8 The parties agree that in the event the Hospital violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

The parties agree that in the event the Hospital violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option after considering any written evidence in mitigation or explanation of the violation presented by the Hospital, be entitled to the sum of Five Hundred Dollars ($500) for each such violation or a maximum of One Thousand Five Hundred Dollars ($1,500) for any continuing course of violations, pursuant to California Civil Code

Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

8.8 Intentionally Omitted

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement shall participate in the negotiation of this Agreement. No County employee with a spouse or economic dependent employed in any capacity by Hospital herein shall participate in the negotiation of this Agreement, or have a direct or indirect interest in this Agreement. No officer or employee of the Hospital who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Hospital shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Hospital warrants that it is not now aware of any facts that create a conflict of interest. If the Hospital hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Hospital require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Hospital shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Hospital require additional or replacement personnel after the effective date of this Agreement, the Hospital shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Hospital's minimum qualifications for the open position. If the Hospital decides to pursue consideration of GAIN/GROW participants for hiring, the Hospital shall provide information regarding job openings and job requirements to DPSS' GAIN/GROW staff at GAINGROW@dpss.lacounty.gov. The County will refer GAIN/GROW participants by job category to the Hospital.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, referred County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the agreement. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Hospital is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Hospital on this or other contracts which indicates that the Hospital is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Hospital from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Hospital may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of an agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform an agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Hospital may be subject to debarment, the EMS Agency will notify the Hospital in writing of the evidence which is the basis for the proposed debarment and will advise the Hospital of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Hospital and/or the Hospital's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Hospital should be debarred, and, if so, the appropriate length of time of the debarment. The Hospital and the EMS Agency shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Hospital has been debarred for a period longer than five (5) years, that Hospital may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Hospital has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Hospital has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Hospital

These terms shall also apply to Subcontractors of County Hospitals.

8.13 HOSPITAL'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Hospital acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Hospital understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Hospital's place of business. The Hospital will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Hospital with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 HOSPITAL'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Hospital acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Hospital's duty under this Agreement to comply with all applicable provisions of law, the Hospital warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

8.15.1 The County or its agent will evaluate the Hospital's performance under this Agreement on not less than a three year basis. Such

evaluation will include assessing the Hospital's compliance with all Agreement terms and conditions and performance standards identified in the Statement of Work. Hospital deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors.

8.15.2 The report will include improvement/corrective action measures taken by the County and the Hospital. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or in accordance with Paragraph 8.43

8.16 Intentionally Omitted

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Hospital warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Hospital shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Hospital shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Hospital or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

8.18 FACSIMILE, SCANNED REPRESENTATIONS

The County and the Hospital hereby agree to regard facsimile and or scanned (sent via electronic mail) representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile or scanned transmissions of such documents with subsequent (non-facsimile or non-scanned) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Hospital shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Hospital's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Hospital shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Hospital and such subcontractor, and without any fault or negligence of either of them. In such case, Hospital shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Hospital to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Hospital's failure to perform arises out of a force majeure event, Hospital agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Hospital agrees and consents to the

exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Agreement is by and between the County and the Hospital and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Hospital. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Hospital shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Hospital.

8.22.3 The Hospital understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Hospital and not employees of the County. The Hospital shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Hospital pursuant to this Agreement.

8.23 INDEMNIFICATION

The Hospital shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Hospital's acts and/or omissions arising from and/or relating to this Agreement.

The County shall indemnify, defend and hold harmless Hospital, and its agents and employees from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected

with the County's acts and/or omissions arising from and/or relating to this Agreement.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Hospital's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Hospital shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Hospital pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Hospital for liabilities which may arise from or relate to this Agreement.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) or other evidence of coverage satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Hospital's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to County prior to Hospital's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Hospital and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Hospital identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number if applicable, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate

or endorsement, or any other insurance documentation or information provided by the Hospital, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

And

County of Los Angeles
Department of Health Services
Centralized Contract Monitoring Division
5555 Ferguson Drive, Suite 210
Commerce, CA 90022

And

County of Los Angeles-DHS
Emergency Medical Services Agency
10100 Pioneer Boulevard, Suite 200
Santa Fe Springs, CA 90670
Attention: Administrative Services

Hospital also shall promptly report to County any injury or property damage accident or incident, including any injury to a Hospital employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Hospital. Hospital also shall promptly notify County of any third party claim or suit filed against Hospital or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Hospital and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Hospital's General Liability policy with respect to liability arising out of Hospital's ongoing and completed operations performed on behalf of the County. Use of a blanket additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Hospital shall provide County with, or Hospital's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

8.24.4 Failure to Maintain Insurance

Hospital's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Hospital, and/or suspend or terminate this Agreement.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 Hospital's Insurance Shall Be Primary

Hospital's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Hospital. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Hospital coverage.

8.24.7 **Waivers of Subrogation**

To the fullest extent permitted by law, the Hospital hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Hospital shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 **Sub-Contractor Insurance Coverage Requirements**

INTENTIONALLY OMITTED

8.24.9 **Deductibles and Self-Insured Retentions (SIRs)**

Hospital's policies shall not obligate the County to pay any portion of any Hospital deductible or SIR. The Hospital agrees to carry at all times insurance of the kinds and in the amounts listed below with a deductible or self-insured retention that does not exceed $50,000, provided it is commercially available, and provide notice to the County if any deductibles or self-insured retentions (SIR) with respect to the insurance coverages described below exceed $50,000. Hospital's policies shall not obligate the County to pay any portion of any Hospital deductible or SIR.

8.24.10 **Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Hospital understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

8.24.11 **Application of Excess Liability Coverage**

Hospitals may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 **Separation of Insureds**

With the exception of D&O liability insurance coverage, all liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation

of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Hospital use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures. Before adjusting any of the Required Insurance provision, the County must consult with the Hospital. If the Required Insurance provisions are increased, the Hospital may immediately terminate this Agreement.

8.25 INSURANCE COVERAGE

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Hospital's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1

million per accident. If Hospital will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Hospital's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Unique Insurance Coverage**

- **Intentionally Omitted**
- **Professional Liability/Errors and Omissions**

  Insurance covering Hospital's liability arising from or related to this Agreement, with limits of not less than $1 million per claim and $3 million aggregate. Further, Hospital understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

- **Intentionally Omitted**
- **Intentionally Omitted**

8.26 LIQUIDATED DAMAGES

8.26.1 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Director, or his/her designee, deems are correctable by the Hospital over a certain time span, the Director, or his/her designee, will provide a written notice to the Hospital to correct the deficiency within specified time frames. Should the Hospital fail to correct deficiencies within said time frame, the Director, or his/her designee, may impose penalties outlined in Exhibit 3, Statement of Work Exhibits.

8.26.2 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in the Procedure for Non-Compliance with Data Collection Requirements or sub-paragraph

8.26.1, and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

8.27 Intentionally Omitted

8.28 Intentionally Omitted

a. 8.29 Intentionally Omitted

8.30 Intentionally Omitted

8.31 Intentionally Omitted

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Hospital shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Hospital shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

8.34.1 All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Hospital's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his /her designee shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

8.34.2 **Electronic Notice:** In addition, and in lieu of written notification, the Director, or his/her designee, shall have the authority to issue any

notice to Hospital electronically via e-mail at the designated email address as identified in Exhibit F – Hospital's Administration. This includes all notices or demands required or permitted by the County under this Agreement.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Hospital and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Intentionally Omitted

8.37 PUBLICITY

8.37.1 The Hospital shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Hospital's need to identify its services and related clients to sustain itself, the County shall not inhibit the Hospital from publishing its role under this Agreement within the following conditions:

- The Hospital shall develop all publicity material in a professional manner; and

- During the term of this Agreement, the Hospital shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Hospital may, without the prior written consent of County, indicate in its proposals and sales materials and signs that it has been awarded this Agreement with the County of Los Angeles.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Hospital shall submit copies of all records, audio recordings, and logs pertaining to prehospital care of patients and personnel involved in the prehospital care system at the request of representatives of the EMS Agency. Records obtained from Hospital may be used for, but are not

limited to, audit, investigation, statistical analysis or education. Representatives of the EMS Agency shall comply with all applicable State and federal laws relating to confidentiality and shall maintain the confidentiality of all records, audio recordings and logs submitted in compliance with this subparagraph.

Hospital shall retain the receiving Hospital copy of the EMS Report Form for a minimum of seven (7) years and include such reports with patient charts for patients brought to Hospital as part of the EMS system. Such records, if for a minor, shall be retained for a minimum of seven (7) years, or one (1) year past the age of majority, whichever is greater.

Hospital shall retain all records related to suspected or pending litigation in any way related to this Agreement until completion and resolution of all issues arising therefrom.

The Hospital shall maintain and provide upon request by County accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Hospital shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Hospital agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Hospital and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Hospital at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Hospital shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Hospital is conducted specifically regarding this Agreement by any Federal or State auditor, then the Hospital shall file a copy of such audit report, with the County's Auditor-Controller within thirty (30) days of the Hospital's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Hospital to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Hospital agrees to use recycled-content paper to the maximum extent possible on this Agreement.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Agreement may not be subcontracted by the Hospital without the advance approval of the County. Any attempt by the Hospital to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.

8.40.2 If the Hospital desires to subcontract, the Hospital shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Hospital shall remain fully responsible for all performances required of it under this Agreement, including those that the Hospital has determined to subcontract, notwithstanding the County's approval of the Hospital's proposed subcontract.

8.40.4 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Agreement. The Hospital is responsible to notify its Subcontractors of this County right.

8.40.5 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Hospital shall forward a fully executed subcontract to the County for their files.

8.40.6 The Hospital shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.7 The Hospital shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Hospital shall ensure delivery of all such documents to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

And

County of Los Angeles-DHS
Emergency Medical Services Agency
10100 Pioneer Boulevard, Suite 200
Santa Fe Springs, CA 90670
Attention: Administrative Services

before any subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Hospital to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Hospital's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Hospital to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Hospital, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

The EMS Agency may elect to restructure the prehospital care system as it deems necessary in accordance with paragraph 6.4 and 6.5 of Exhibit A, Statement of Work

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Hospital, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director:

- Hospital has materially breached this Agreement; or
- Hospital fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Hospital fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- Hospital expressly repudiates this Agreement by an unequivocal refusal to perform
- In the event the County intends to terminate this Agreement in accordance with Paragraph 8.43, it shall give thirty (30) days' notice to the Hospital that it is in material breach and/or anticipatory breach of the Agreement. In the notice of intended termination, the Director shall set forth the facts underlying its claim that the Hospital is in material breach and/or anticipatory breach. Remedy of the breach or convincing progress towards a cure within twenty (20) days (or such longer period as the County may authorize in writing) of receipt of said notice shall revive the Agreement in effect for the remaining term.

8.43.2 In the event that the County terminates this Agreement in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so

terminated. The Hospital shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Hospital shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph. The parties agree that this particular damage provision (i.e., that the costs incurred by the County) shall be limited to a time period of twelve (12) months or the remaining period this Agreement after breach or whichever time period is less.

8.43.3 Except with respect to defaults of any Subcontractor, the Hospital shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Hospital. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Hospital. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Hospital and Subcontractor, and without the fault or negligence of either of them, the Hospital shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Hospital to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.43.2 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The County may, by written notice to the Hospital, immediately terminate the right of the Hospital to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Hospital, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making

of any determinations with respect to the Hospital's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Hospital as it could pursue in the event of default by the Hospital.

8.44.2 The Hospital shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- The filing of a voluntary or involuntary petition regarding the Hospital under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Hospital; or
- The execution by the Hospital of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Hospital, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Hospital, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Hospital or any County Lobbyist or County Lobbying firm retained by the Hospital to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

8.47 Intentionally Omitted

8.48 SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Hospital warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Hospital for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Hospital acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through agreement are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Hospital qualifies for an exemption or exclusion, Hospital warrants and certifies that to the best of its knowledge it is now in compliance, and

during the term of this agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Hospital to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this agreement. Without limiting the rights and remedies available to County under any other provision of this agreement, failure of Hospital to cure such default within 10 days of notice shall be grounds upon which County may terminate this agreement and/or pursue debarment of Hospital, pursuant to County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 HOSPITAL'S OBLIGATIONS AS A "COVERED ENTITY" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

9.2.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) and their implementing regulations. Hospital understands and agrees that, as a provider of medical services, it is a "covered entity" under HIPAA/HITECH and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA/HITECH.

9.2.2 The parties acknowledge their separate and independent obligations with respect to HIPAA/HITECH, and that such obligations relate to transactions and code sets, privacy, and security. Hospital understands and agrees that it is separately and independently responsible for compliance with HIPAA/HITECH in all these areas and that County has not

undertaken any responsibility for compliance on Hospital's behalf. Hospital has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Hospital's obligations under HIPAA/HITECH, but will independently seek its own counsel and take necessary measures to comply with the law and its implementing regulations.

9.2.3 Hospital and County understand and agree that each is independently responsible for HIPAA/HITECH compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA/HITECH laws and implementing regulations related to transactions and code sets, privacy, and security.

9.2.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA/HITECH, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

9.3 DUE PROCESS

9.3.1 Notice of Proposed Adverse Action: In all cases in which the EMS Agency has the authority to, and pursuant to this authority, has taken any of the actions constituting grounds for hearing as set forth in Paragraph 9.8.2 herein below, Hospital shall promptly be given written notice of the specific charges and factual basis upon which the EMS Agency action is based. With the exception of summary suspensions, summary suspensions with intent to terminate Agreement, or interim system re-configuration, Hospital shall be afforded its due process right to a hearing before implementation of any of the actions which constitute grounds for a hearing. Hospital shall have thirty (30) calendar days following the receipt of such notice within which to file with Director a written request for hearing before the EMSC.

9.3.2 Grounds for Hearing: Any one or more of the following actions constitute grounds for a hearing:

REMEDIAL HEARING:

1) Summary Suspension

2) Summary Suspension with intent to terminate

3) Suspension

4) Suspension with intent to terminate

5) Termination for cause

OTHER:

6) Substantial operational changes in the ALS program (interim system re-configuration and system re-configuration).

7) Restructuring, including deletions, additions, or substitution of base hospitals in the system.

8) Agency requests to modify existing forms, logs, and documentation or Agency's request for additional data as specified in Exhibit A, Paragraph 6.20.

9.3.3 Summary Suspension or Summary Suspension with Intent to Terminate: In the case of summary suspensions or summary suspensions with intent to terminate, Hospital, at its election, shall have the right to request Director in writing to reconsider the summary suspension action. Director shall act on this request for reconsideration within ten (10) calendar days after the receipt of the reconsideration request. Hospital shall be given an opportunity to meet with Director. The meeting shall not be a full hearing but is intended to identify the alleged basis for the summary action.

Within ten (10) calendar days following the meeting with Director, Director shall issue to Hospital a written recommendation regarding the summary suspension. This recommendation may be that the suspension be continued for a particular time or upon particular conditions, that the summary suspension be terminated, that Hospital's agreement be terminated, that other conditions be imposed on Hospital, or such other action as may seem warranted. If Director recommends any action other than immediate return of Hospital to full base hospital status, Hospital may request a hearing on the summary suspension before the EMSC, as provided in this Paragraph. Such request shall be in writing and addressed to Director. Any such request shall be delivered within five (5) calendar days of Director's delivery to Hospital of their written decisions.

9.3.4 Time and Place of Hearing: Director shall, within fifteen (15) calendar days of receipt of a Hospital request for hearing as set forth above, apply to the EMSC for such hearing. Director shall give notice to Hospital of the time, place, and date of the hearing

in accordance with EMSC rules and procedures. The date of commencement of the hearing shall be not less than thirty (30) calendar days, nor more than ninety (90) calendar days from the receipt of the request for hearing, subject to the convenience and approval, however, of the EMSC. However, if the request is received from Hospital when under a summary suspension then in effect, Director shall attempt to arrange a hearing before the EMSC as soon as possible. In situations involving a summary suspension, Director shall use his/her best efforts to schedule a hearing within forty-five (45) calendar days of receipt of a request for hearing.

9.3.5 Notice of Charges: As part of, or together with the notice of hearing, Director shall state in writing, in concise language, the acts or omissions with which Hospital is charged or reasons for substantial operational change or restructuring. If either party, by written notice, requests a list of individuals who will appear on behalf of the other, then each party within ten (10) calendar days of such request shall furnish to the other a list, in writing, of the names and addresses of the individuals, so far as is then reasonably known, who will give testimony or evidence in support of that party at the hearing.

9.3.6 Hearing Procedure: At the hearing, subject to the rules of the EMSC, both sides shall have the following rights: to call and examine witnesses, to introduce exhibits, and to rebut any evidence. The EMSC may question witnesses.

9.3.7 Memorandum of Points and Authorities: Subject to the rules of EMSC, each party shall have the right to submit to the EMSC a memorandum of points and authorities.

9.3.8 Basis of Decision: Subject to the rules of the EMSC, the EMSC decision on a hearing under this Agreement shall be based upon the evidence produced at the hearing. The evidence may consist of the following:

1) Oral testimony of the parties' representatives;

2) Documentary evidence introduced at the hearing;

3) Briefs or memoranda of points and authorities presented in connection with the hearing;

4) Policies and procedures of the EMS Agency; and

5) All officially noticed matters.

9.3.9 Record of Hearing: The parties understand that the EMSC maintains a record of hearings by one or more of the following methods: a shorthand reporter, an audio or disc recording, or by its clerk's minutes of the proceedings. If a shorthand reporter is specifically requested in writing by Hospital or by Director, the costs of same shall be borne by such party. The parties understand that the EMSC may, but shall not be required to, order that oral evidence shall be taken only by oath or affirmation administered by any person designated by such body and entitled to notarize documents in the State of California.

9.3.10 Decision of the EMSC: The decision of the EMSC shall be effective and binding on the parties to the extent permitted and prescribed in County Code Section 3.20.070 B.

9.4 RESPONSIBILITY FOR INDIGENT PATIENTS

Nothing contained in this Agreement is intended nor shall it be construed to affect either party's existing rights, obligations, and responsibilities with respect to care required by or provided to indigent patients.

9.5 STATUS OF HOSPITAL

The parties hereto agree that Hospital, its officers, agents, and employees, including its professional and non-professional personnel, shall act in an independent capacity and not as officers, agents, or employees of County and shall not have the benefit of County employees. Except as may otherwise expressly be provided hereunder, Hospital shall employ all personnel (excluding physicians), assure physicians availability, provide supplies, equipment, equipment space, furniture, insurance, utilities, and telephones necessary for performance of Hospital's responsibilities as set forth in this Agreement. This Paragraph shall not preclude or limit Hospital from seeking reimbursement, contributions, tuition, or other payment from public or private paramedic provider agencies for services provided by Hospital. However, this Paragraph shall not be interpreted to mean that any such reimbursement, contributions, or payment is required or mandated.

IN WITNESS WHEREOF, Hospital has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By [redacted]
Mitchell H. Katz, M.D.
Director of Health Services

HOSPITAL

St. Francis Medical Center

By [redacted]
Signature

Jesse Guevara for Gerald T. Kozai
Printed Name

CFO
Title

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL

Notice of Proposed Submission and Request for Consent by:

SETON MEDICAL CENTER, ST. FRANCIS MEDICAL CENTER, AND ST. VINCENT MEDICAL CENTER

in Connection with its Asset Purchase Agreement

with

STRATEGIC GLOBAL MANAGEMENT, INC.

NELSON HARDIMAN
HEALTHCARE LAWYERS

Prepared for the Office of the Attorney General

California Department of Justice
Charitable Trusts Division

May 7, 2019

Binder 12 of 13

H-707363

DEPARTMENT OF HEALTH SERVICES

MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

ST. FRANCIS MEDICAL CENTER

FOR

RADIATION THERAPY SERVICES

EXHIBIT B
PRICING SCHEDULE - COMPENSATION RATES
FOR RADIATION THERAPY SERVICES
RADIATION THERAPY SERVICES MASTER AGREEMENT

SCHEDULE I
FLAT RATES PER CASE

Type of Service	Maximum Rate of Payment
Flat Rate Radiation Therapy Services	Up to $4,275*
Flat Rate Palliative Therapy	Up to $2,138**
High Dose Rate (HDR) Brachytherapy Radiation Therapy	Up to $6,000***
Intensity-Modulated Radiation Therapy Services (IMRT) Rate	Up to $15,000****

Note: This Schedule 1 is not applicable to County-Responsible Health Plan Patients.

County shall reimburse Contractor for the services rendered hereunder pursuant to this Master Agreement at the rates set forth in this Exhibit B, Schedule 1, Flat Rate Per Case and/or Schedule 2, Per Treatment/Procedure Rates. Contractor shall bill the third party payer for services rendered to patients covered by Medicare or other third party payer insurance.

* A full range of services including, but not limited to, consultations, planning, physics, simulations, blocks/wedges, casts and x-rays. The services may include: 1) conventional external beam radiation therapy, 2) 3-Dimensional (3-D) conformal radiation therapy 3) computed tomography (CT) simulation, 4) ultrasound and 5) oncology radiation therapy treatment. Contractor may bill and be paid on a fee-for-service basis up to a maximum of $4,275 for services to County-Responsible Patients

** A full range of services including external, internal and systemic radiation therapy. Contractor may bill and be paid on a fee-for-service basis up to a maximum of $2,138 for services to County-Responsible Patients

*** A full range of services including internal implant brachytherapy. Contractor may bill and be paid on a fee-for-service basis up to a maximum of $6.000 for services to County-Responsible Patients.

**** A full range of services providing IMRT utilizing linear accelerators to deliver precise radiation doses to a tumor. Contractor shall bill and may be paid on a fee-for-service basis up to a maximum of $15,000 for services to County Responsible Patients.

EXHIBIT B

PRICING SCHEDULE - COMPENSATION RATES
FOR RADIATION THERAPY SERVICES
RADIATION THERAPY SERVICES MASTER AGREEMENT
SCHEDULE 2

PER TREATMENT/PROCEDURE RATE

TREATMENT CATEGORIES	CPT CODE	MEDI-CAL RATES
Complex Standard	77778	$718.96
Emergency Palliative (e.g., Spinal Cord) Bone Mets (>3 sites treated at the same time) Whole Brain C-2 Skin CA - short course (< 3 weeks) Kaposi Sarcoma - AIDS related Palliative Lung - short course (3-5 weeks) Palliative Pelvis - short course (3-5 weeks) Graves Ophthalmopathy Orbital Pseudotumor Hemi-Body Lower Half Limited Field Hodgkin's or No-Hodgkin's Consolidative Therapy or Palliative		
Standard	77778	$718.96
Bone Mets (1-2 Sites treated at the same time) Whole Brain Hip/Heterotopic Bone-Formation Pre-op Rectum Pre-op Bladder Kaposi Sarcoma - short course (< 1 week)		
Other (Non-Malignant)	77790	$ 79.38
Pterygium (3 treatments) One area Two areas Keloid		
Definitive (5-6 weeks therapy)	77778	$718.96
Pre/Post-op breast/adjuvant or recurrent chest wall 2-3 field Post-op Esophageal Post-op Endometrium Mantle only (Hodgkin's) or Consolidated Treatment		

EXHIBIT B
PRICING SCHEDULE - COMPENSATION RATES
FOR RADIATION THERAPY SERVICES
RADIATION THERAPY SERVICES MASTER AGREEMENT
SCHEDULE 2

PER TREATMENT/PROCEDURE RATE

TREATMENT CATEGORIES	CPT CODE	MEDI-CAL RATES
Definitive (5-6 weeks therapy) (con't)	77778	$718.96
Hodgkin's (multiple sites)		
Non Hodgkin's Lymphoma - Extended Field		
Non Hodgkin's Lymphoma (Head and Neck)		
Kaposi's Sarcoma - Long Course		
Post-op Colon		
Post-op Prostate		
Recurrent Cervix (curative intense-external only)		
Skin Cancer (4-6 week course)		
Post-op Head and Neck		
Post-op Cervix CA		
Post-op Vaginal CA		
Post-op Vulva CA		
Definitive Cervix		
Testicular CA - Seminoma/Non-Seminoma		
Pancreas - short course		
Thyroid and Mediastinal Tumors		
Complex Definitive (7-8 weeks therapy)	77778	$718.96
Primary Full Breast		
Prostate (Standard-4 field)		
Larynx (b.i.d. Treatment)		
Primary Head &Neck		
Multi-fractioned Head & Neck		
Rectum/Anus with or without surgical excision		
Esophageal-Definitive w/Biopsy only		
Sarcomas-extremities		
Gallbladder		
Bladder		
Pituitary		
Brain Tumors		
Nasopharyngeal Carcinoma		
Pancreas-long course		
Single or Multi-fractioned lung		

EXHIBIT B

PRICING SCHEDULE - COMPENSATION RATES
FOR RADIATION THERAPY SERVICES
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PER TREATMENT/PROCEDURE RATE

TREATMENT CATEGORIES	CPT CODE	MEDI-CAL RATES
Complex Definitive (7-8 weeks therapy) (con't)	77778	$718.96
Advanced Chest Wall Recurrence - Breast Definitive GYN Cancers (w/Boosts, Para-Aortic Treatment) (Cervix, vulva, vaginal, tubal) Craniospinal Irradiation Post-op Endometrium with Para-Aortic Lymph Nodes Post-op Cervix with Para-Aortic Lymph Nodes Post-op Vagina with Para-Aortic Lymph Nodes Post-op Vulva with Para-Aortic Lymph Nodes		
Treatment Planning Ultrasound	76872	$ 67.65
Follow-up Visits	99214	$ 37.50
All categories include two follow-up visits per year for the first two years (After two years, additional approval required)		
CT Treatment Planning (CPT4)	77301	$1237.18
3-D Conformal Radiation Therapy Treatment Codes		
Initial Consult	99241	$ 30.60
	99242	$ 47.20
	99243	$ 59.50
	99244	$ 81.40
	99245	$102.20
Radiation therapy planning – Simple	77261	$138.85
Treatment Planning Complex	77263	$210.10
CT Simulation Complex	77295	$440.52
Simulation Complex	77290	$155.89
Simulation Intermediate	77285	$127.02
Simulation Simple	77280	$ 80.14
Isodose Complex	77316	$166.29
Special Therapy Port Plan	77321	$ 86.56
Special Medical Radiation Physics Consultation	77370	$ 95.19
Special Treatment Procedures	77470	$151.20

EXHIBIT B
PRICING SCHEDULE - COMPENSATION RATES
FOR RADIATION THERAPY SERVICES
RADIATION THERAPY SERVICES MASTER AGREEMENT
SCHEDULE 2

PER TREATMENT/PROCEDURE RATE

TREATMENT CATEGORIES	CPT CODE	MEDI-CAL RATES
3-D Conformal Radiation Therapy Treatment Codes (Cont'd)		
x 7 Basic Dosimetry Calculation(s)	77300	$ 59.63
x 9 Continuing Medical Physics	77336	$ 55.09
x 9 Port Films (Verification)	77417	$ 57.30
x 9 Weekly Treatment Management	77427	$114.37
x 7 Treatment/Immobilization Devices	77334	$129.80
x 40 Daily Treatment Delivery	77412	$ 43.20
	77417	$ 57.30
Follow Up Visit	99211	$ 12.00
	99212	$ 18.10
	99213	$ 24.00
	99214	$ 37.50
	99215	$ 57.20
Intensified Modulated Radiation Therapy (IMRT) Radiation Therapy Treatment Codes		
Pre IMRT Treatment Planning Codes:		
Initial Consult	99241	$ 30.60
	99242	$ 47.20
	99243	$ 59.50
	99244	$ 81.40
	99245	$102.20
Physician Clinical Treatment Planning - Complex	77263	$210.10
Initial Simulation (position/leveling)	77290	$155.89
Physics Consultation	77370	$ 95.19
Special Treatment Procedure	77470	$151.20
Echo Guidance Radiotherapy	76965	$ 89.46
Radiation Treatment AIDS	77334	$129.80
IMRT Dosimetry Treatment Planning Codes:		
IMRT Dosimetry Treatment Plan x one per course	77301	$1,237.18

EXHIBIT B
PRICING SCHEDULE - COMPENSATION RATES
FOR RADIATION THERAPY SERVICES
RADIATION THERAPY SERVICES MASTER AGREEMENT
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PER TREATMENT/PROCEDURE RATE

TREATMENT CATEGORIES	CPT CODE	MEDI-CAL RATES
IMRT Dosimetry Treatment Planning Codes: (Cont'd)		
x 7 or less Basic Dosimetry Calculation(s)	77300	$ 59.63
Multi-Leaf Collimator (MLC) Device for IMRT	77338	$427.61
Post IMRT Planning Treatment Codes:		
Set Radiation Therapy Field	77280	$ 80.14
x 44 or less IMRT Daily Treatment Delivery	77412	$ 43.20
x 4 or less Treatment Devices per port Radiation Therapy Treatment AIDS	77334	$129.80
Radiation Consult Medical Physics	77336	$ 55.08
x 9 or less Port Films (verification of iso-center set up every 5 fractions)	77417	$ 57.30
x 9 or less Physicians Clinical Treatment Management (per 5 fractions)	77427	$114.37
Echo Guidance Radiotherapy	76965	$ 89.46
Office Outpatient Follow Up Visit	99211	$ 12.00
	99212	$ 18.10
	99213	$ 24.00
	99214	$ 37.50
	99215	$ 57.20
3-D Conformal Radiation Therapy Treatment Codes with IMRT Boost:		
Initial Consult	99241	$ 30.60
	99242	$ 47.20
	99243	$ 59.50
	99244	$ 81.40
	99245	$102.20
Therapeutic Rad. Treatment Planning-Intermediate	77262	$145.92
Therapeutic Rad. Treatment Planning-Complex	77263	$210.10
CT Simulation Complex	77295	$440.52
Simulation Complex	77290	$155.89

EXHIBIT B
PRICING SCHEDULE - COMPENSATION RATES
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RADIATION THERAPY SERVICES MASTER AGREEMENT
SCHEDULE 2

PER TREATMENT/PROCEDURE RATE

TREATMENT CATEGORIES	CPT CODE	MEDI-CAL RATES
3-D Conformal Radiation Therapy Treatment Codes with IMRT Boost: (Cont'd)		
Simulation Intermediate	77285	$127.02
Simulation Simple	77280	$ 80.14
Teletherapy Isodose Plan – Simple	77306	$128.69
Teletherapy Isodose Plan – Complex	77307	$251.14
Respiratory Motion Management Simulation	77293	$414.46
Radiation Complete Course	77431	$ 79.34
Surface Application of radiation source	77789	$ 40.68
Isodose Complex	77318	$313.40
Special Therapy Port Plan	77321	$ 86.56
Special Medical Radiation Physics Consult	77370	$ 95.19
Special Treatment Procedures	77470	$151.20
x 7 Basic Dosimetry Calculation(s)	77300	$ 59.63
x 9 Continuing Medical Physics	77336	$ 55.08
x 9 Port Films (Verification)	77417	$ 57.30
x 9 Weekly Treatment Management	77427	$114.37
x 7 Treatment/Immobilization Devices	77334	$129.80
x Radiation Treatment Delivery	77412	$ 43.20
Radiology Port Films	77417	$ 57.30
Follow Up Visit	99211	$ 12.00
	99212	$ 18.10
	99213	$ 24.00
	99214	$ 37.50
	99215	$ 57.20
Dosimetry IMRT Boost CPT Codes:		
x 1 IMRT Dosimetry Treatment Plan	77301	$1,237.18
x 10 IMRT Daily Treatment Delivery	77417	$ 57.30
Echo Guidance Radiotherapy	76965	$ 89.46
Stereotactic Radiosurgery:		
OPPS/PHP activity therapy	G0176	$ 35.00
Special Dosimetry only by Physician	77331	$ 53.40
Radiation Treatment AIDS	77334	$129.80

EXHIBIT B
PRICING SCHEDULE - COMPENSATION RATES
FOR RADIATION THERAPY SERVICES
RADIATION THERAPY SERVICES MASTER AGREEMENT
SCHEDULE 2

PER TREATMENT/PROCEDURE RATE

TREATMENT CATEGORIES	CPT CODE	MEDI-CAL RATES
Stereotactic Radiosurgery (Cont'd)		
Radiation Treatment Dose Plan	77300	$ 59.63
Radiotherapy Physics Consult	77336	$ 55.08
Special Physics Consultation	77370	$ 95.19
Set Radiation Therapy Field	77295	$440.52
Radiation Therapy Planning	77263	$210.10
Stereotactic Radiation Treatment	77432	$284.32
Stereotactic Body Radiation Treatment (SBRT)	77373	$1,517.88
SBRT Treatment Management	77435	$543.09
Treatment Delivery and IGRT		
Echo Guidance Radiotherapy	G6001	$ 45.71
Stereoscopic X-Ray Guidance	G6002	$ 67.51
Radiation Treatment Delivery	G6004	$115.01
Radiation Treatment Delivery	G6005	$128.49
Radiation Treatment Delivery	G6009	$176.18
Radiation Treatment Deliver	G6010	$176.18
Radiation Treatment Delivery	G6012	$209.40
Radiation Treatment Delivery	G6013	$235.72
Radiation Treatment Delivery	G6014	$235.72
Radiation TX Delivery IMRT	G6015	$367.60
CT Scan for Therapy Guide	77014	$128.39
Set Radiation Therapy Field - Simple	77280	$ 80.14
Set Radiation Therapy Field – Intermediate	77285	$127.02
Set Radiation Therapy Field - Complex	77290	$155.89
Set Radiation Therapy Field – 3 Dimensional	77295	$440.52
Radiation Therapy Dose Plan	77300	$ 59.63
Brachytx Isodose Complex	77318	$313.40
Radiation Treatment AIDS	77332	$ 53.63
Radiation Physics Consult	77336	$ 55.08
Special Physics Consultation	77370	$ 95.19
HDR RDNCL NTRSTL/ICAV BRCHTX	77770	$290.89
HDR RDNCL NTRSTL/ICAV BRCHTX	77771	$540.76
HDR RDNCL NTRSTL/ICAV BRCHTX	77772	$827.53
Fiberscopic Laryngoscopy	31575	$ 77.07

EXHIBIT B
PRICING SCHEDULE - COMPENSATION RATES
FOR RADIATION THERAPY SERVICES
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SCHEDULE 2

PER TREATMENT/PROCEDURE RATE

TREATMENT CATEGORIES	CPT CODE	MEDI-CAL RATES
High Dose Rate Brachytherapy		
Place RT Device/Marker Pros	55876	$132.28
SRS Treatment Delivery	77372	$808.21
Ins. Vaginal Brachytherapy Device	57156	$ 86.82
Intraoperative treatment management	77469	$248.27
Office or outpatient visit, new Patient – Level 1	99201	$ 22.90
Office or outpatient visit, new Patient –Focused	99202	$ 34.30
Office or outpatient visit, new Patient-Detailed	99203	$ 57.20
Office or outpatient visit, new Patient-Moderate	99204	$ 68.90
Office outpatient visit, new Patient-High Complexity	99205	$ 82.70
Initial Hospital Care – 30 minutes average	99221	$ 34.30
Initial Hospital Care – 50 minutes average	99222	$ 73.20
Initial Hospital Care - 70 minutes average	99223	$ 80.10
Subsequent Hospital Care	99231	$ 27.50
Subsequent Hospital Care - Expanded Focus	99232	$ 37.80

Note: If after consultation it is determined that the level of services indicated on the referral is not necessary, Contractor shall request prior approval from the County before any changes are made to the level of services.

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

MASTER AGREEMENT PROGRAM DIRECTOR:

Name: Kathy Hanks

Title: Director, Contracts and Grants

Address: 313 N. Figueroa Street, 6th Floor-East
Los Angeles, California 90012

Telephone: (213) 240-7819

Facsimile: (213) 250-2958

E-Mail Address: khanks@dhs.lacounty.gov

FACILITY PROJECT DIRECTOR:

Name: Judith Maass, RN, NP

Title: Chief Executive Officer – Olive View UCLA Medical Center

Address: 14445 Olive View Drive
Sylmar, California 91342

Telephone: (747) 210-3001

Facsimile: (747) 210-3205

E-Mail Address: jmaass@dhs.lacounty.gov

FACILITY PROJECT MANAGER:

Name: Leland Powell, M.D.

Title: Senior Physician Internal Medicine Olive View UCLA Medical Center

Address: 14445 Olive View Drive
Sylmar, California 91342

Telephone: (818) 364-3205

Facsimile: (747) 210-3205

E-Mail Address: lepowell@dhs.lacounty.gov

FACILITY PROJECT DIRECTOR:

Name: Kimberly McKenzie, RN, MSN, CPHQ

Title: Chief Executive Officer – Harbor-UCLA Medical Center

Address: 1000 W. Carson Street
Torrance, California 90502

Telephone: (310) 222-2101

Facsimile: (310) 222-2490

E-Mail Address: kmckenzie2@dhs.lacounty.gov

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

FACILITY PROJECT MANAGER:

Name: Rebecca Moore
Title: Radiation Therapy Technologist – Harbor UCLA Medical Center
Address: 1000 W. Carson Street
Torrance, California 90502
Telephone: (310) 222-2804
Facsimile: (310) 222-2490
E-Mail Address: rmoore@dhs.lacounty.gov

FACILITY PROJECT DIRECTOR:

Name: Yolanda Vera
Title: Chief Executive Officer – Martin Luther King, Jr. Outpatient Center
Address: 1670 E. 120th Street
Los Angeles, California 90059
Telephone: (424) 338-1000
Facsimile: (424) 338-1001
E-Mail Address: yvera@dhs.lacounty.gov

FACILITY PROJECT MANAGER:

Name: Uchenna Nworgu
Title: Fiscal Officer - Harbor UCLA Medical Center
Address: 1000 W. Carson Street
Torrance, California 90502
Telephone: (310) 668-3799
Facsimile: (310) 222-2490
E-Mail Address: unworgu@dhs.lacounty.gov

CONTRACTOR'S ADMINISTRATION

ST. FRANCIS MEDICAL CENTER
CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: Gerald T. Kozai
Title: President/CEO
Address: 3630 East Imperial Highway
Lynwood, California 90262
Telephone: (213) 484-7111
Facsimile: (213) 484-7235
E-Mail Address: fgkozai@verity.org

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Gaynor B. Rabin.
Title: Vice President Managed Care Contracting
Address: 2131 West Third Street
Los Angeles, California 90057
Telephone: (213) 484-7000
Facsimile: (213) 484-7235
E-Mail Address: gaynorrabin@verify.org

Name: Ta-Tanisha Thomas
Title: Director Managed Care
Address: 2131 West Third Street
Los Angeles, California 90057
Telephone: (310) 900-7323
Facsimile: 310) 900-7324
E-Mail Address: tanishathomas@verity.org

Notices to Contractor shall be sent to the following address:

Name: Geral T. Kozai
Title: President/CEO
Address: 3630 East Imperial Highway
Lynwood, California 90262
Telephone: (213) 484-7235
Facsimile: (213) 484-7235
E-Mail Address: gkozai@verity.gor

CONTRACTOR'S EEO CERTIFICATION

. St. Francis Medical Center
Contractor Name

2131 West Third Street, Los Angeles, California 90057
Address

95-2154439
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☒	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☒	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☒	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☒	No ☐

[redacted] President/CEO
Authorized Official's Printed Name and Title

[redacted]
Authorized Official's Signature

10/25/17
Date

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

   1. Has ten or fewer employees during the contract period; and,

   2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $600,000; and,

   3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

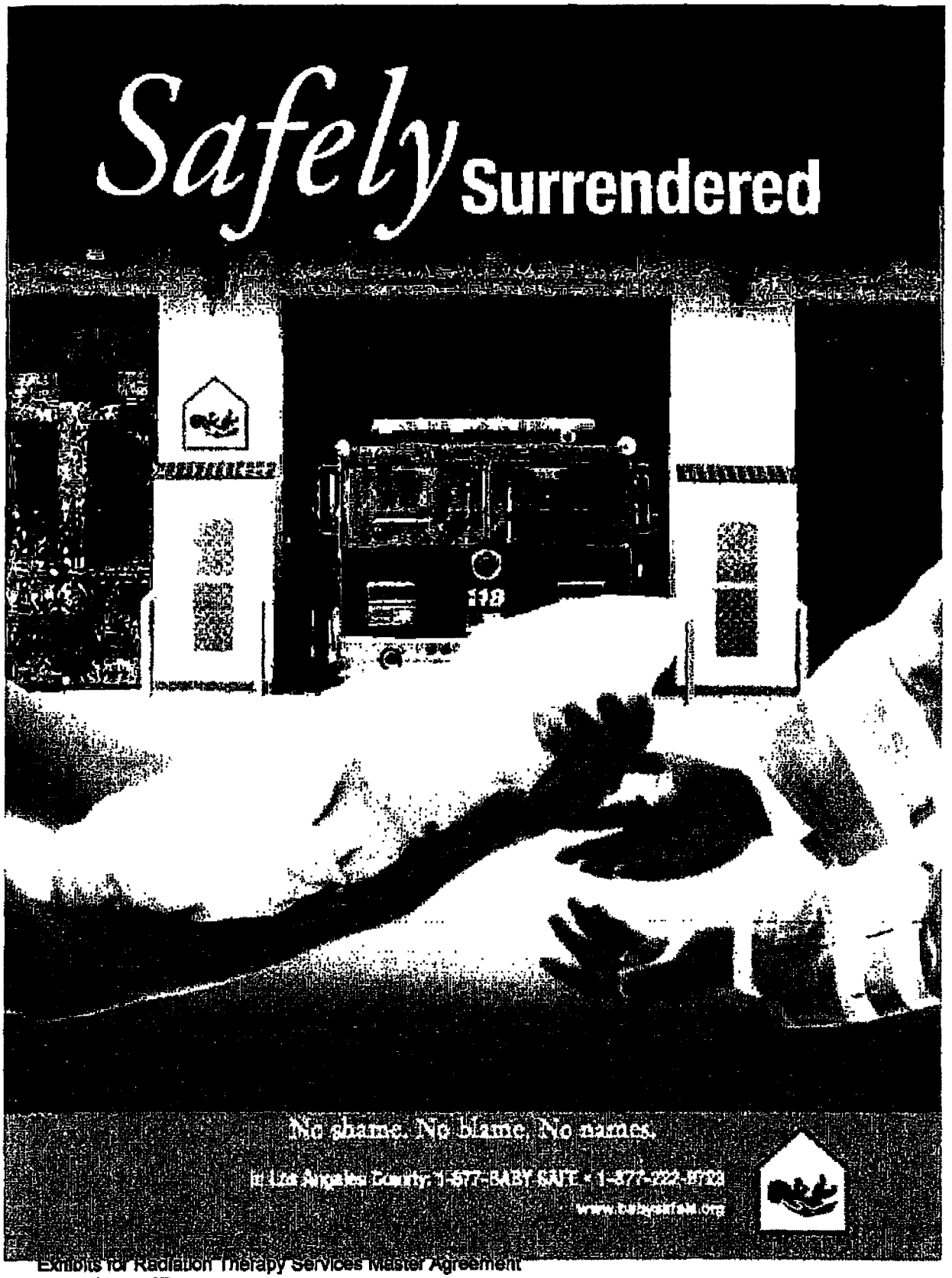
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW


Safely Surrendered
No shame. No blame. No names.

Safely Surrendered Baby Law

In Los Angeles County, 1-877-BABY-SAFE • 1-877-222-9723
www.babysafela.org

What is the Safely Surrendered Baby Law?

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

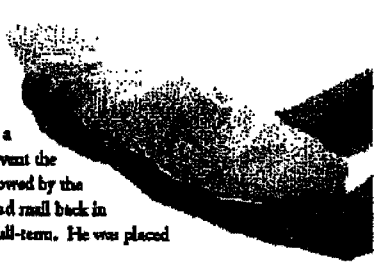
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

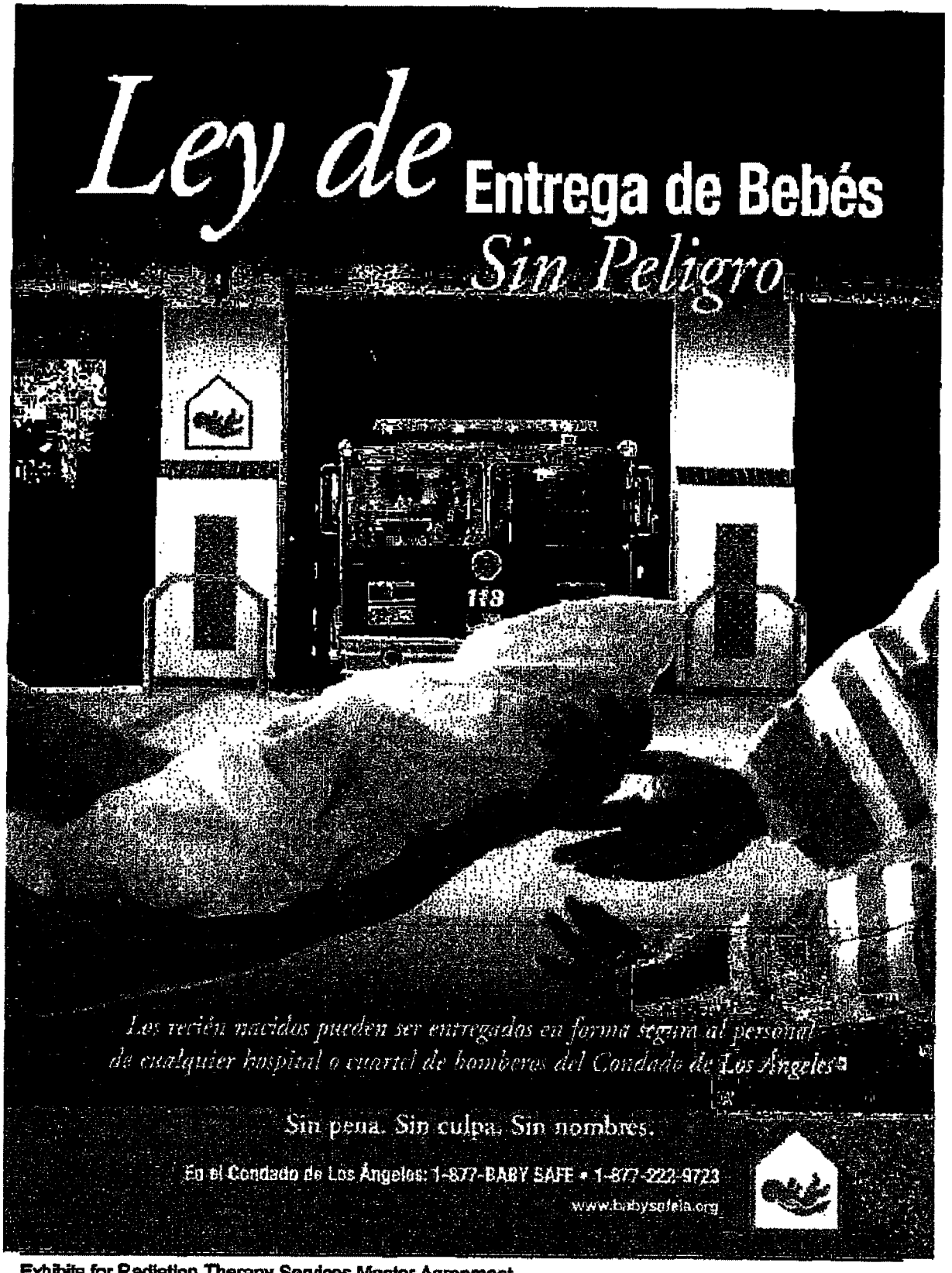
Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to prevent babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.


Ley de Entrega de Bebés Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Ángeles.

¿Cómo funciona?

El padre/madre con dificultades que no puede o no quiere cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores sufrirán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó al recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera reclamarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

EXHIBIT H

FORMS REQUIRED AT THE TIME OF MASTER AGREEMENT EXECUTION

H1 **INTENTIONALLY OMITTED**

H2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

H3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's Master Agreement.)

Contractor Name _____

County Master Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT H2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Master Agreement.)

Contractor St. Francis Medical Center Employee Name_____

County Master Agreement No._____

GENERAL INFORMATION:

Your employer referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Master Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE: [redacted] DATE: 10/27/17

PRINTED NAME: Gerald T. Kozel

POSITION: President / CEO

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Master Agreement.)

Contractor St. Francis Medical Center Employee Name _____
County Master Agreement No._____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Master Agreement or [illegible] of my services hereunder, whichever occurs first.

SIGNATURE: [redacted] DATE: 12/27/17

PRINTED NAME: Gerald T. Kovas

POSITION: President/CEO

CHARITABLE CONTRIBUTIONS CERTIFICATION

St. Francis Medical Center
Company Name

3630 East Third Street, Lynwood, California 90262
Address

95-2154439
Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☐ Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

[redacted]
Signature

10/27/17
Date

Gerald T. Kozai, President/CEO
Name and Title of Signer (please print)

BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.

1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.

1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.

1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)

1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

"Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media. "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.

1.10 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

1.11 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

1.12 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).

1.13 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

1.14 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.15 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103

1.16 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.17 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement with or without payment, that gives rise to Contractor's status as a Business Associate.

1.18 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.19 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

1.20 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)

1.21 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the Information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further

Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(c) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief HIPAA Privacy Officer at: Chief HIPAA Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov,** that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.3 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

6.4 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.

6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

(a) The date of the Disclosure;

(b) The name, and address if known, of the entity or person who received the Protected Health Information;

(c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.1 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

(a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

(e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to insurance and/or indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.1 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

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H-707363

MASTER AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
ST. FRANCIS MEDICAL CENTER
FOR
RADIATION THERAPY SERVICES

This Master Agreement and Exhibits made and entered into this 1st day of NOVEMBER, 2017 by and between the County of Los Angeles, hereinafter referred to as County and St. Francis Medical Center, hereinafter referred to as Contractor. Contractor is located at 3630 East Imperial Highway, Lynwood, California, 90262.

RECITALS

WHEREAS, the County may contract with private businesses for Radiation Therapy Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Radiation Therapy Services; and

WHEREAS, this Master Agreement is therefore authorized under California Code, Government Code Section 31000 which authorizes the Board of Supervisors to contract for medical services;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, and J, are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work

1.2 EXHIBIT B - Pricing Schedule – Compensation Rates for Radiation Therapy Services

1.3 EXHIBIT C - County's Administration

1.4 EXHIBIT D - Contractor's Administration

1.5 EXHIBIT E - Contractor's EEO Certification

1.6 EXHIBIT F - Jury Service Ordinance

1.7 EXHIBIT G - Safely Surrendered Baby Law

1.8 EXHIBIT H - Forms Required at the Time of Master Agreement Execution

Unique Exhibits:

1.9 EXHIBIT I - Charitable Contribution Certification

1.10 EXHIBIT J - "Business Associate" Under The Health Insurance Portability and Accountability Act of 1996 (HIPAA)

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 **Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time the Master Agreement is executed. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.

2.2 **Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the award of the Master Agreement.

2.3 **County-Referred Patients:** Any patient referred to Contractor's facility by a County Facility for Radiation Therapy Services.

2.4 **County-Responsible Healthplan Patients:** Any patient who is a member of L.A. Care or Health-Net Healthplans and assigned to the Department of Health Services (DHS or Department).

2.5 **County-Responsible Patients:** Any self-pay patients otherwise deemed to be County-Responsible by the Director or his designee, but not County Responsible Health Plan patients.

2.6 **Copayment:** a fixed payment amount that may be collected from a patient by a Hospital, DHS, or other Participating Provider according to Member's benefit plan.

2.7 **Day(s):** Calendar day(s) unless otherwise specified.

2.8 **DHS:** Department of Health Services

2.9 **Director:** Director of the Department of Health Services or his authorized designee.

2.10 **Facility:** Medical Centers, Health Centers, or Outpatient Centers all within the Department of Health Services.

2.11 **Facility's Project Director:** Person designated by Director with authority to approve monthly invoices submitted under this Master Agreement.

2.12 **Facility's Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.

2.13 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

2.14 **Healthplan:** The L.A. Care Health Plan and/or HealthNet Health Plan.

2.15 **Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

2.16 **Master Agreement Program Director (MAPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of the County.

2.17 **Medi-Cal Member:** An individual who is eligible for the Medi-Cal Managed Care Program.

2.18 **Medi-Cal Qualified Contractor:** A Contractor who is certified by Medicare and also possesses a valid Medi-Cal provider number.

2.19 **Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.

2.20 **Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.

2.21 **Statement of Work:** A written description of tasks and/or deliverables desired by County.

2.22 **Third-Party Insured Patient:** County-referred patients with private medical insurance or other third party coverage, such as Health Maintenance Organizations (HMOs), Preferred Provider Organizations (PPOs), etc., not including County-Responsible Healthplan Patients.

3.0 WORK

3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Master Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF MASTER AGREEMENT

4.1 This Master Agreement is effective upon the date of its execution by the Director of DHS or his designee as authorized by the Board of Supervisors. This Master Agreement shall expire on June 30, 2024 unless sooner terminated, in whole or in part, as provided herein.

4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.

4.3 The Contractor shall notify DHS when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the DHS at the address herein provided in Exhibit C - County's Administration section.

5.0 MASTER AGREEMENT SUM

5.1 During the term of this Master Agreement, Contractor shall be compensated at the rates set forth in Exhibit B, Pricing Schedule – Compensation Rates for Radiation Therapy Services.

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 **No Payment for Services Provided Following Expiration/ Termination of Agreement**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Master Agreement. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

5.4 **Invoices and Payments**

5.4.1 The Contractor shall invoice the County monthly in arrears only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Master Agreement. The Contractor's payments shall be as provided in Exhibit B, Pricing Schedule - Compensation Rates for Radiation Therapy Services, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not

approve work in writing no payment shall be due to the Contractor for that work.

5.4.2 The Contractor's invoices shall be priced in accordance with Exhibit B Pricing Schedule - Compensation Rates for Radiation Therapy Services.

5.4.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.4.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.4.5 **County-Responsible Patients**

5.4.5.1 For Radiation Therapy Services provided to County-Referred patients where the County Facility has identified the third-party coverage (i.e., Third Party Covered Patients) and so informed Contractor, Contractor shall bill the applicable third party and accept payment as payment in full.

5.4.5.2 If third-party coverage is determined by County Facility after County has paid Contractor, County Facility shall so inform Contractor and Contractor shall bill the applicable third-party payer for the services provided. Upon receipt of payment from the third-party payer, Contractor shall refund to County all monies paid by County to Contractor for that patient.

5.4.5.3 For County-Responsible Patients, Contractor shall invoice and bill County at the rate set forth in Schedule 1 or Schedule 2 of Exhibit B Pricing Schedule - Compensation Rates for Radiation Therapy Services. The referring County Facility shall select the rate of payment from either Schedule 1 or 2, and inform Contractor of its selection upon referral.

5.4.5.4 Depending on the DHS Facility for which services were provided, two (2) copies of the invoices for services provided under this Master Agreement shall be submitted to the following addresses:.

Coastal Cluster
Harbor-UCLA Medical Center
1000 W. Carson Street
Torrance, California, 90509
Attention: Finance Administration
or,

High Desert Regional Health Center
335 E. Avenue I
Lancaster, California 93535
Attention: Finance Administration
or,

LAC+USC Healthcare Network
2051 Marengo Street
Los Angeles, California 90033
Attention: Finance Administration
or,

Rancho Los Amigos National Rehabilitation Center
7601 E. Imperial Highway
Downey, California, 90242
Attention: Finance Administration
or,

San Fernando Valley Cluster/Valley Care
Olive View – UCLA Medical Center
14445 Olive View Dr.
Sylmar, California, 91342
Attention: Finance Administration
or,

Southwest Cluster
Martin Luther King, Jr. Outpatient Center
12021 S. Wilmington Avenue
Los Angeles, California, 90059
Attention: Finance Administration

5.4.6 **County-Responsible Healthplan Patients**

For County-Responsible Healthplan Patients, Contractor shall submit claims to County at the rates set forth in Schedule 2 of Exhibit B, Pricing Schedule - Compensation Rates for Radiation Therapy Services and agrees that all claims for payment for services provided to County-Responsible Healthplan Patients

shall be made directly to DHS Managed Care Services (MCS) and further agrees that Contractor, its agents, trustees, or assignees shall look solely to the County for payment and not to the Healthplan member. The County Facility will inform Contractor if the patient referred by County Facility is a Healthplan Member. The MCS address is:

Department of Health Services
Managed Care Services-Finance
Building A-1, 2nd Floor
1000 S. Fremont Avenue, Unit 4, Room 205
Alhambra, California, 91803-8859
Attention: Claims Management

5.4.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the Facility's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.4.7 Upon expiration or prior termination of this Master Agreement, Contractor shall submit to the appropriate County Facility's expenditure management office within ninety (90) calendar days, any outstanding and/or final invoice(s) along with any outstanding claims for County-Responsible Healthplan patients to MCS, for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) or claims to the appropriate County Facility's expenditure management office within the specified period described above, shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.

5.4.8 **Local Small Business Enterprises (SBE) – Prompt Payment Program**

Certified Local SBE's will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

The Director shall have the authority to administer this Master Agreement on behalf of the County. The Director retains professional and administrative responsibility for the services rendered under this Master Agreement. A listing of

all County Administration referenced in the following sub-paragraphs is designated in Exhibit C - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 Master Agreement Program Director (MAPD)

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the DHS and the Contractor.

6.2 Facility's Project Director

The Facility's Project Director, or designee, is the approving authority for the monthly invoices submitted for payment and attends the meetings with the Contractor's Project Manager on a regular basis and provides oversight of the tasks, services, or other work provided by or on behalf of the Contractor.

6.3 Facility's Project Manager

The Facility's Project Manager is the County's chief contact person with respect to the day-to-day administration of this Master Agreement.

The Facility's Project Manager is not authorized to make any changes in any of the terms and conditions of this Master Agreement and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit D - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager, within five (5) business days of such change.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with Facility's Project Manager and Facility's Project Monitor on a regular basis.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit D – Contractor's Administration. The Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s), within five (5) business days of any such change.

7.2.2 The Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

If any of Contractor's employees are assigned to County facilities, they are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

7.4.1 The Contractor is responsible to ensure that employees have obtained a County ID badge if they are assigned to work in a County facility. The Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

7.4.2 The Contractor shall notify the County within one business day when any staff is terminated from working under this Master Agreement. The Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.4.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Agreement.

7.5 Background and Security Investigations

7.5.1 At the discretion of the County, all Contractor staff performing work under this Master Agreement may be required to undergo and

pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Master Agreement. The County shall use its discretion in determining the method of background clearance to be used, which may include, but is not limited to fingerprinting. The County may perform the background check.

7.5.2 County may request that the Contractor's staff be immediately removed from working on the County Master Agreement at any time during the term of this Master Agreement. The County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.

7.5.3 The County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

7.5.4 Disqualification, if any, of the Contractor's staff, pursuant to this sub-paragraph 7.5, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

7.6.1 The Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this sub-paragraph 7.6, as determined by the County in its sole judgment. Any legal

defense pursuant to the Contractor's indemnification obligations under this sub-paragraph 7.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

7.6.3 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Master Agreement.

7.6.4 Contractor shall cause each employee performing services covered by this Agreement to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit H2.

7.6.5 Contractor shall cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit H3.

7.7 Intentionally Omitted.

7.8 Staff Performance under the Influence

Contractor shall not knowingly permit any employee to perform services under this Master Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, Master Agreement Sum, payments, or any term or condition included

under this Master Agreement, an Amendment shall be prepared by the County and then executed by the Contractor and by the Board of Supervisors or its authorized designee. Any Amendment shall be subject to the review by and approval of County Counsel prior to its implementation.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer, or designee. To implement such changes, an Amendment to the Master Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his designee.

8.1.3 The Director or his designee may require, at his sole discretion, authorize the addition and/or change of certain terms and conditions in the Master Agreement to conform to changes in federal or State law or regulation or County policy, during the term of this Master Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law, regulation or County policy, without the need for Contractor's written consent, to preserve this Master Agreement's conformity and compliance to federal and State law or regulation. To implement such changes, an Amendment to the Master Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his designee.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest

themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)

The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, the Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees, or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, the Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees, or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing

federally funded contracts. The Contractor shall immediately notify the County in writing, during the term of this Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor is responsible to reimburse the County for all associated costs (repayment, fine and/or penalty) that may be incurred as a result of inappropriate claims submitted by or on behalf of one of their staff or vendors who was excluded or suspended. Failure of the Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within ten (10) business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within thirty (30) business days for County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the Facility's Project Manager of the status of the investigation within thirty (30) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the Facility's Project Manager within thirty (30) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

8.6.1 In the performance of this Master Agreement, the Contractor shall comply with all current and applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Master Agreement are incorporated herein by reference.

8.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this sub-paragraph 8.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.6.3 **Facilities' Rules and Regulations**

During the time that the Contractor's agents, employees, or subcontractors are at a Facility, the Contractor and such persons shall be subject to the rules and regulations of that Facility. Facility's Administrator shall furnish a copy of rules and

regulations to the Contractor pertaining to the Facility prior to the execution of this Master Agreement and, during the term of this Master Agreement, shall furnish the Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of the Contractor to acquaint all persons who may provide services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises, may adversely affect the delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS- ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

8.7.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

8.7.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or

mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.7.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.

8.7.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

8.7.6 The Contractor shall allow the County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.7 when so requested by the County.

8.7.7 If the County finds that any provisions of this sub-paragraph 8.7 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.7.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.7.9 **Anti-discrimination in Services**

The Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of federal and State laws. For the purpose of this sub-paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to a person which is not equivalent or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. The Contractor shall take affirmative action to ensure that intended beneficiaries of this Master Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

8.7.10 The Contractor shall certify to, and comply with, the provisions of Exhibit E - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:
This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of

which is attached as Exhibit F and incorporated by reference into and made a part of this Master Agreement.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Master Agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service

Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award or administration of this Master Agreement or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a

complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Master Agreement.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative/proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the

debarment. The Contractor and the Department shall be provided an opportunity to object to the proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and

recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

8.14.1 The Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal or State governments against Contractor or one or more staff members barring it or the staff members from participating in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

8.14.2 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal

exclusion or suspension of the Contractor or its staff members from such participation in a federally funded health care program.

8.14.3 Failure by Contractor to meet the requirements of this sub-paragraph shall constitute a material breach of the Contract upon which County may immediately terminate or suspend this Master Agreement.

8.15 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.15.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.15.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.16 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.16.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.16.2 Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master

Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.

8.17 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.18 INTENTIONALLY OMITTED

8.19 EMPLOYMENT ELIGIBILITY VERIFICATION

8.19.1 The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.19.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.20 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.21 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.22 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I) is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Master Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorize representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of ten thousand dollars ($10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract and books, documents and records of the subcontractor.

8.23 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

The Contractor recognizes that health care Facilities maintained by County provide care essential to the residents of the communities they

serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Master Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which County may immediately terminate this Master Agreement.

8.24 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.25 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit I in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit J - "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA).

8.26 INDEPENDENT CONTRACTOR STATUS

8.26.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.26.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this

Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.26.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

8.26.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.6 - Confidentiality.

8.27 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.28 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.28 and 8.29 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") are in addition to and separate from any other contractual obligation imposed upon the Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.28.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.

- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars ($50,000), and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

  Certificates and copies of any required endorsements shall be sent to:

  County of Los Angeles
  Department of Health Services
  Contracts and Grants Division
  313 N. Figueroa Street, 6th Floor-East
  Los Angeles, CA 90012
  Attention: Director, Contracts and Grants

The Contractor shall also promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. The Contractor also shall promptly notify the County of any third party claim or suit filed against the Contractor or any of its subcontractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

8.28.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.28.3 Cancellation of or Changes in Insurance

The Contractor shall provide the County with, or the Contractor's insurance policies shall contain a provision that the County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.28.4 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Master Agreement, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Master Agreement. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternately, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue Contractor reimbursement.

8.28.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.28.6 Contractor's Insurance Shall Be Primary

The Contractor's insurance policies, with respect to any claims related to this Master Agreement, shall be primary with respect to all other sources of coverage available to the Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.28.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.28.8 Subcontractor Insurance Coverage Requirements

The Contractor shall include all subcontractors as insureds under the Contractor's own policies, or shall provide the County with each subcontractor's separate evidence of insurance coverage. The Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. The Contractor shall

obtain the County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.28.9 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.28.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date shall precede the effective date of this Master Agreement. The Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

8.28.11 Application of Excess Liability Coverage

The Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.28.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.28.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, the Contractor's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.28.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.29 INSURANCE COVERAGE

8.29.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

8.29.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of the Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.29.3 **Workers Compensation and Employers' Liability**

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If the Contractor will provide leased employees, or is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.29.4 Professional Liability/Errors and Omissions

Insurance covering the Contractor's liability arising from or related to this Master Agreement, with limits of not less than $1 million per claim and $2 million aggregate. Further, the Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Master Agreement's expiration, termination or cancellation.

8.29.5 Property Coverage

The Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.30 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

The Contractor shall obtain and maintain in effect during the term of this Master Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Master Agreement, and shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Master Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to the County upon request.

8.31 LIQUIDATED DAMAGES

8.31.1 If, in the judgment of the Director, or his designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his designee, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be

forwarded to the Contractor by the Director, or his designee, in a written notice describing the reasons for said action.

8.31.2 If the Director, or his designee, determines that there are deficiencies in the performance of this Master Agreement that the Director, or his designee, deems are correctable by the Contractor over a certain time span, the Director, or his designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the monthly invoices; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars ($100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit A, Statement of Work, Attachment 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.31.3 The action noted in sub-paragraph 8.31.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.31.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or sub-paragraph 8.31.2, and shall not, in any manner, restrict or limit the

County's right to terminate this Master Agreement as agreed to herein.

8.32 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Master Agreement shall not restrict the Department of Health Services from acquiring similar, equal or like goods and/or services from other entities or sources.

8.33 NOTICE OF DELAYS

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.34 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the Facility's Project Manager and/or Facility's Program Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the Facility's Project Manager or Facility's Program Director is not able to resolve the dispute, the Director or his designee shall resolve it.

8.35 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.36 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.37 NOTICES

8.37.1 All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit C – County's Administration and Exhibit D - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

8.37.2 **Electronic Notice:** In addition, and in lieu of written notification, the Director, or his designee, shall have the authority to issue any notice to Contractor electronically via e-mail at the designated E-mail address as identified in Exhibit D – Contractor's Administration. This includes all notices or demands required or permitted by the County under this Master Agreement.

8.38 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.39 PUBLIC RECORDS ACT

8.39.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.41 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if

disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.39.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a solicitation response marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.40 PUBLICITY

8.40.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director or his designee. The County shall not unreasonably withhold written consent.

8.40.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.40 shall apply.

8.41 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.41.1 The Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor

shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement.

8.41.2 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of ten (10) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.41.3 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Service Organization Controls (SOC) Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Master Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.41.4 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.41 shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

8.41.5 If, at any time during the term of this Master Agreement or within ten (10) years after the expiration or termination of this Master Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the

Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.41.6 Patient Records

The Contractor shall prepare all appropriate medical records for County patients receiving services hereunder. If a County patient receives services from the Contractor at Contractor's private office, then the Contractor shall also maintain such records on any such patient. Such records shall include, but are not limited to, progress notes and records of services provided in sufficient detail to permit the evaluation of services rendered pursuant to this Master Agreement. All patient records for patients seen in Contractor's office shall be retained by the Contractor for a period of ten (10) years following the expiration or earlier termination of this Master Agreement, unless otherwise required under State law. During such ten (10) year period, as well as during the term of this Master Agreement, all such records shall be retained by the Contractor at a location in Los Angeles County and shall be made available upon ten (10) working days prior written notice to authorized representatives of the County designated by the Director or by the County's Auditor-Controller, or both, for purposes of inspection and audit.

8.41.7 Audit/Compliance Review

In the event County representatives conduct an audit/ compliance review of the Contractor, the Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial reports, medical records, and reports pertaining to this Master Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

The County may conduct a statistical audit/compliance review of all claims paid by the County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of any such audit/ compliance review at which time the results shall be discussed with the Contractor. The Contractor shall be provided with a copy of any resultant written evaluation report(s).

The Contractor shall have the opportunity to review the County's findings for the Contractor, and the Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to the County representatives to resolve audit exceptions. If, at the end of the thirty (30) day period there remain audit exceptions which have not been resolved to the satisfaction of the County's representatives, then the exception rate found in the audit or sample results shall be applied to the total County payments made to the Contractor for all claims paid during the audit/ compliance review period to determine the Contractor's liability to the County.

8.42 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

8.43 RESTRICTIONS ON LOBBYING

If any federal funds are to be used to pay for the Contractor's services under this Master Agreement, the Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Master Agreement also fully complies with all such certification and disclosure requirements.

8.44 SUBCONTRACTING

8.44.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to

subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.44.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.44.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.44.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.44.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.

8.44.6 The Director or his designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.44.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.44.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street – 6E
Los Angeles, CA 90012
Attention: Director, Contracts and Grants

before any subcontractor employee may perform any work hereunder.

8.45 SURVIVAL

In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the following sub-paragraphs shall survive any termination or expiration of this Agreement:

Sub-paragraph 5.3 (No Payment for Services Provided Following Expiration/Termination of Master Agreement)

Sub-paragraph 7.6 (Confidentiality)

Sub-paragraph 8.6 (Compliance with Applicable Laws, Rules and Regulations

Sub-paragraph 8.24 (Governing Law, Jurisdiction, and Venue)

Sub-paragraph 8.27 (Indemnification)

Sub-paragraph 8.28 (General Provisions for all Insurance Coverage)

Sub-paragraph 8.29 (Insurance Coverage)

Sub-paragraph 8.41 (Record Retention and Inspection/Audit Settlement)

Sub-paragraph 8.45 (Survival)

8.46 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.15 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under

this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to sub-paragraph 8.49 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.47 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.16 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which the County may terminate this Master Agreement and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.48 TERMINATION FOR CONVENIENCE

8.48.1 This Master Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.48.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Master Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.48.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement shall be maintained by the Contractor in accordance with sub-paragraph 8.41, Record Retention and Inspection/Audit Settlement.

8.49 TERMINATION FOR DEFAULT

8.49.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of the Director or his designee.

- Contractor has materially breached this Master Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.49.2 In the event that the County terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.49.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.49.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.49.2 if its failure to perform this Master Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or Contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and

subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.49.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.49, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.49, or that the default was excusable under the provisions of sub-paragraph 8.50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.48 - Termination for Convenience.

8.49.5 The rights and remedies of the County provided in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.50 TERMINATION FOR IMPROPER CONSIDERATION

8.50.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.50.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org.

8.50.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.51 TERMINATION FOR INSOLVENCY

8.51.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.51.2 The rights and remedies of the County provided in this sub-paragraph 8.51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.52 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.53 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.54 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.

8.55 UNLAWFUL SOLICITATION

The Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e. State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

8.56 VALIDITY

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.57 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.57 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.58 WARRANTY AGAINST CONTINGENT FEES

8.58.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.58.2 For breach of this warranty, the County shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.59 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING POLICY

8.59.1 The Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting Contractors from engaging in human trafficking.

8.59.2 If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under this Master Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

8.59.3 Disqualification of any member of the Contractor's staff pursuant to this sub-paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

Notwithstanding any other provision of this Master Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Master Agreement.

9.2 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

9.2.1 The Contractor staff working on this Master Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these Code sections and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

9.2.2 The Contractor staff working on this Master Agreement shall comply with California Welfare and Institutions Code (WIC) Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these Code sections. The Contractor staff working on this Master Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

9.2.3 Contractor staff's failure to report as required is considered a breach of this Master Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one (1) year in jail, a fine of up to five thousand dollars ($5,000), or both.

9.3 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit I, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under

California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

AUTHORIZATION OF MASTER AGREEMENT FOR RADIATION THERAPY SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director of the Department of Health Services or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By [redacted] Kathy K. Hanks for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

ST. FRANCIS MEDICAL CENTER

By [redacted]
Signature

Gerald T. Kozak
Printed Name

President/CEO
Title

APPROVED AS TO FORM
Mary C. Wickham
County Counsel

By [redacted]
Deputy County Counsel

MASTER AGREEMENT FOR
RADIATION THERAPY SERVICES

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1 Contractor Discrepancy Report

2 Performance Requirements Summary (PRS) Chart

3. County Medical Facility Listing

4. Contractor Practice Locations and Contract Liaisons

MASTER AGREEMENT FOR RADIATION THERAPY SERVICES

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Under this Master Agreement, Contractors shall provide, as required by County, certain Radiation Therapy Services (hereafter "Services") for patients referred by High Desert Regional Health Center (HDRHC), Coastal Cluster - Harbor-UCLA Medical Center (H-UCLA MC), Southwest Cluster - Martin Luther King, Jr. Outpatient Center (MLK-OC), Rancho Los Amigos National Rehabilitation Center (RLANRC), LAC+USC Healthcare Network - LAC+USC Medical Center (LAC+USC) and San Fernando Valley Cluster/Valley Care - Olive View-UCLA Medical Center (OV-UCLA MC), (hereafter "County") under this Master Agreement. The services may include: 1) radiology services including magnetic resonance imaging (MRI), 2) computed tomography (CT) simulation, 3) nuclear medicine, 4) cardiac and vascular diagnostic testing, and 5) oncology radiation therapy treatment. Additionally, the provision of radiation oncology services may include, but not be limited to, 1) conventional external beam radiation therapy, 2) 3-Dimensional (3-D) conformal radiation therapy, 3) brachytherapy, 4) Intensive Modulated Radiation Therapy (IMRT), 5) stereotactic radiation (both stereotactic brain and stereotactic whole body), palliative therapy, and 6) intraoperative radiation therapy. These services shall be provided for patient referrals when these services are not available at the referring Facility.

2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

The Director may, with the mutual agreement of Contractor, include the referral of patients from additional DHS Facilities located within Los Angeles County. The addition of such referral sites shall be memorialized through a written Amendment to this Master Agreement in accordance with Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments, of the Master Agreement. .

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Master Agreement. The Plan shall be submitted to the Facility Project Manager for review. The plan shall include, but may not be limited to the following:

3.1 Method of monitoring to ensure that Master Agreement requirements are being met;

3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Master Agreement using the quality assurance procedures as defined in Paragraph 8.0, Standard Terms and Conditions, sub-paragraph 8.17, County's Quality Assurance Plan of the Agreement.

4.1 Monthly Meetings

Contractor may be required to attend scheduled quality assurance meetings (no more than monthly) at the request of the Facility Project Manager. Failure to attend may cause an assessment of fifty dollars ($50) per failure to attend.

4.2 Contractor Discrepancy Report - Attachment 1

Verbal notification of a Master Agreement discrepancy will be made to the Contractor Project Manager as soon as possible whenever a discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The Facility's Project Manager will determine whether a formal Contractor Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Facility's Project Manager within five (5) business days with a plan for correction of all deficiencies identified in the Contractor Discrepancy Report.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 DEFINITIONS

5.1 JCAHO: Joint Commission on Accreditation of Healthcare Organizations

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Master Agreement according to the Master Agreement, Paragraph 6.0, Administration of Master Agreement - County. Specific duties will include:

6.1.1 Monitoring the Contractor's performance in the daily operation of this Master Agreement.

6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

6.1.3 Preparing Amendments in accordance with Paragraph 8.0, Standard Terms and Conditions, sub-paragraph 8.1, Amendments of the Master Agreement.

CONTRACTOR

6.2 Project Manager

6.2.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.

6.2.2 Project Manager shall act as a central point of contact with the County.

6.2.3 Project Manager shall have a minimum of one (1) year of experience providing managerial oversight in a Radiation Oncology Agency.

6.2.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Master Agreement. Project Manager/alternate shall be able to effectively communicate in English, both orally and in writing.

6.3 Personnel

6.3.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee, at each site where services are provided, shall be authorized to act for Contractor in every detail and must speak and understand English.

6.3.2 Contractor shall be required to background check their employees as set forth in Paragraph 7.0, Administration of Master Agreement – Contractor, sub-paragraph 7.5, Background & Security Investigations, of the Master Agreement.

6.4 Physical Examination

Contractor shall ensure that each person who performs patient care services under this Master Agreement is examined by a California licensed physician on an annual or biannual basis, as required by JCAHO and section 70723, Title 22, California Code of Regulations, and shall provide County, upon request, with written certification that each such person is free of infectious disease(s).

6.5 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

6.6 Training

6.6.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

6.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.7 Contractor's Office

Contractor should have a local office in operation located within Southern California, defined as within the boundaries of the following Counties: Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara and Ventura.

Contractor shall maintain their office(s) with a telephone in the company's name where Contractor conducts business. The office(s) shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at

least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Master Agreement. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.

6.8 Licenses, Permits, Registrations, Accreditations and Certificates

Contractor shall obtain and maintain during the term of this Agreement all licenses, permits, registrations, accreditations and certificates required by law for the operation of its business and for the provision of services hereunder. Contractor shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates required by law which are applicable to their performance hereunder, such as: possess an X-Ray Supervisor and Operator's Permit to perform fluoroscopy examinations on site as applicable, be an authorized user with a State of California Radioactive Materials license for the provision of final reports on Nuclear Medicine Imaging examinations, and possess a Cardio-Pulmonary Resuscitation Certification, as required. Copies of such licenses, permits, registrations, accreditations and certificates shall be made available to County upon request.

7.0 SPECIFIC WORK REQUIREMENTS

7.1 Contractor shall provide the Radiation Therapy Services listed in Exhibit B Pricing Schedule - Compensation Rates for Radiation Therapy Services, Schedule 2 Per Treatment/Procedure Rates for County-Responsible and County-Referred patients.

All Services provided pursuant to this Master Agreement shall be performed under the supervision of physicians duly licensed to practice medicine in the State of California and performed at the Facilities listed under the Exhibit A, Attachment 4, Contractor's Practice Locations and Contract Liaison form.

7.2 All services must be authorized in advance by County. Proof of such authorization shall be evidenced by a form (hereafter "Authorization Form") issued to the patient by County. Said Authorization Form need not be the original, but may instead be a photocopy or facsimile and need not be carried by the patient, if it has been transmitted to the Contractor's facility prior to the patient's arrival for diagnosis, or treatment, or both. Invoices without written proof of authorization will not be processed or paid.

7.3 County shall notify Contractor in advance when special provisions are necessary for patients who require isolation procedures.

7.4 Written reports of test results or therapeutic services provided under this Master Agreement must be on test forms which conform to County's required format and which can be entered directly into County's patient medical records. Each report must contain all data and information as specified by JCAHO and by the State Department of Health Services. Where possible and when requested by the referring Facility, reports will be provided electronically through Access to ORCHID for integration into an electronic health record.

7.5 Contractor shall provide the referring Facility with written reports for all services provided. When requested, Contractor shall provide County with the original and any copies of images or films. Such film may be provided in an electronic or film format, based on the needs of the referring facility.

7.6 Contractor shall provide County with a preliminary report within twenty-four (24) hours after provision of Services. A verbal preliminary report shall be provided within twenty-four (24) hours if results are abnormal or upon request of County.

7.7 Contractor shall submit all final written reports and any requested images or films to the County Facility during the Facility's normal business hours (8:00 a.m. to 4:30 p.m.), Monday through Friday, at the following address:

Harbor-UCLA Medical Center
1000 W. Carson Street
Torrance, CA 90509
Attention: Radiology Department

Olive View-UCLA Medical Center
14445 Olive View Drive
Sylmar, CA 91342
Attention: Radiology Department

High Desert Regional Health Center
44900 N. 60th St. West
Lancaster, CA 93536
Attention: Radiology Department

Martin L. King, Jr, Outpatient Center
12021 S. Wilmington Avenue
Los Angeles, CA. 90059
Attention: Radiology Department

LAC +USC Medical Center
1200 North State Street
Los Angeles, California 90033
Attention: Radiology Department

Rancho Los Amigos National Rehabilitation Center
7601 E. Imperial Highway
Downey, California 90242
Attention: Department of Medicine

When agreed to by Contractor and the Facility Project Manager, reports may be transmitted in an approved electronic format.

Final reports for outpatients must be received by the County referring facility within five (5) working days after the provision of services. County shall have no obligation to pay for any late reports.

Reports for immediate (STAT) Services shall be telephoned to County contact numbers provided to the Contractor by the Facility Project Manager.

7.8 **STANDARDS OF CARE:**

Contractor shall provide for supervision and monitoring of the medical care provided pursuant to this Master Agreement.

7.8.1 Contractor's facility and Services shall be in conformance with the standards of JCAHO and with all applicable federal and State statutes, regulations and related requirements, as amended from time to time, which are applicable to Contractor's provision of Services under this Master Agreement.

7.8.2 County has established a Quality Assessment and Improvement Committee (QA and QI) composed of County employees appointed by Director to review the Services contemplated by this Master Agreement and to assure a standard of care by Contractor and others which is consistent with the laws of the State and federal governments, County's QA and QI standards and the prevailing stands of medical practice in the community. Contractor agrees to adhere to the standards thereby established and will permit review of Contractor's patient medical records for County-Responsible and Referred patients by County's QA and QI Committee representatives..

7.8.3 Contractor shall establish and maintain a written QA and QI Program that describes the program objectives, organization and mechanisms for overseeing the effectiveness of monitoring, evaluation and problem-solving activities. Contractor shall provide a copy of such plan to County within thirty (30) days of the effective date of this Master Agreement. Such a plan shall be reviewed by County's QA and QI Committee to ensure compliance with the applicable JCAHO standards. Contractor shall maintain records of peer review plans, audit results, problems identified and corrective actions for a period of ten (10) years from the date such records

were prepared, and shall have them available upon request for review by County's QA and QI Committee.

7.8.4 **Infection Control**

If Contractor's employees are diagnosed with an infectious disease and such employees have had contact with a County-responsible or County-Referred patient during the usual incubation period for such infectious disease, Contractor shall report such occurrences to the referring facility's Infection Control Department at contact numbers provided by the Facility Project Manager.

If a County-Responsible or County-Referred Patient is diagnosed with an infectious disease, and the County-Responsible or County-Referred patient has had contact with Contractor's employees during the usual incubation period for such infectious disease, County shall report such occurrences to Contractor.

For purposes of this Master Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

7.8.5 **Emergency Medical Treatment**

For County-Responsible or County-Referred Patients, emergency medical care may be required for physical illness or accident while at Contractor's facility, and where such care is not available at Contractor's facility, Contractor may authorize such emergency care. In such instances, Contractor must notify County of the emergency and the actions taken in accordance with the following procedures:

7.8.5.1 Within two hours of notification of the onset of illness or accident, Contractor shall contact the County Facility Project Manager and submit the following information to the Medical Director's Office:

(1) Name of Contractor;

(2) Name of patient and medical record;

(3) Hospital to which patient has been transported if applicable;

(4) Name of attending physician for the patient, if possible;

(5) Complete diagnosis of patient, if available;

(6) Approximate length of time until patient can be safely transported back to County.

7.8.5.2 Contractor shall submit a written report County's Risk Manager within five (5) working days of the incident.

7.8.5.3 Contractor shall prepare a separate invoice covering all costs incurred by Contractor in providing such extraordinary care. Such invoice, however, will not be processed or paid unless the above procedures have been followed completely.

8.0 PERFORMANCE REQUIREMENTS SUMMARY

8.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Master Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Master Agreement and the SOW. In any case of apparent inconsistency between services as stated in the Master Agreement and the SOW and the PRS Chart, Attachment 2, the meaning apparent in the Master Agreement and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Master Agreement and the SOW, that apparent service will be null and void and place no requirement on Contractor.

8.2 The Contractor is expected to perform all services described herein. The PRS Chart describes certain required services which will be monitored by the County during the term of the Master Agreement, and for which Contractor may be assessed financial deductions from payment if the service has not been satisfactorily provided. The PRS Chart indicates the SOW and/or Master Agreement section of the performance referenced (column 1); the service to be provided (column 2); the monitoring method that will be used (column 3); and the deductions/fees to be assessed for services that are not satisfactory (column 4).

ATTACHMENT 1

CONTRACTOR DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

ATTACHMENT 2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Master Agreement: Paragraph 7.0 - Administration of Contract-Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager within five (5) business days.	Inspection & Observation	$50 per occurrence
Master Agreement: Sub-paragraph 8.42 - Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.42	Inspection of files	$50 per occurrence
Master Agreement: Sub-paragraph 8.45 – Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	$100 per occurrence; possible termination for default of contract

EXHIBIT A

ATTACHMENT 3

RADIATION THERAPY SERVICES MASTER AGREEMENT

COUNTY FACILITIES

Referring Facilities are listed below.

Harbor-UCLA Medical Center
1000 West Carson Street
Torrance, California 90509

High Desert Regional Health Center
44900 North 60th Street - West
Lancaster, California 93536

LAC + USC Medical Center
1200 North State Street
Los Angeles, California 90033

Martin Luther King, Jr. Outpatient Center
12021 Wilmington Avenue
Los Angeles, California 90059

Olive View-UCLA Medical Center
14445 Olive View Drive
Sylmar, California 91342

Rancho Los Amigos National Rehabilitation Center
7601 E. Imperial Highway
Downey, California 90242

EXHIBIT A

ATTACHMENT 4

RADIATION THERAPY SERVICES MASTER AGREEMENT

CONTRACTOR'S PRACTICE LOCATIONS AND CONTRACTOR LIAISONS*

St. Francis Medical Center
3630 East Imperial Highway
Lynwood, California 90262
Telephone: (213) 484-7219
Facsimile: (213) 484-7235

*Contractor may add or delete Practice Locations in accordance with the Master Agreement Section 8.0 Standard Terms and Conditions, Section 8.1 Amendments. Contractor shall provide at least thirty (30) days prior written notice to the referring County Facilities.

1J

H-703500

TRAUMA CENTER SERVICE AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

ST. FRANCIS MEDICAL CENTER

EFFECTIVE

JULY 1, 2008 – JUNE 30, 2010

TRAUMA CENTER SERVICE AGREEMENT

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Contract #H-703500

TRAUMA CENTER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2008,

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and ST. FRANCIS MEDICAL CENTER (hereafter "Contractor")

WHEREAS, various general acute care hospitals located within Los Angeles County have been identified by County as hospitals which are uniquely staffed and equipped to provide appropriate care to emergency patients who suffer major trauma; and

WHEREAS, Contractor is willing to accept and care for trauma patients at hospital under County's advanced trauma system and in accordance with the terms and conditions which follow herein; and

WHEREAS, Contractor, by virtue of the parties' execution of this Agreement, is a County designated Trauma Center; and

WHEREAS, this Agreement establishes funding available to Contractor for certain services performed during the term of this Agreement for services to be performed by Contractor described herein in accordance with the terms and conditions under this Agreement; and

WHEREAS, Contractor has agreed to use its best efforts to maintain continuous participation as a County-designated Trauma Center and Paramedic Base Hospital during the term of this

Agreement; and

WHEREAS, the Agreement is authorized by Health and Safety Code Sections 1797.204, 1797.252, and 1798.170, Government Code Section 26227, as well as by provisions of Welfare and Institutions Code Section 16946.

NOW, THEREFORE, the parties agree as follows:

1. TERM:

A. This Agreement supersedes all other previous agreements entitled "Trauma Center Service Agreement" and shall commence effective July 1, 2008, and it shall remain in full force and effect until June 30, 2010, without further action of the parties. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.

B. Notwithstanding any other provision of this Agreement, Director of County's Department of Health Services or his duly authorized designee (jointly hereafter referred to as "Director") may immediately suspend this Agreement at any time if Contractor's license to operate basic or comprehensive emergency services is revoked or suspended. If such licensure, suspension, or revocation remains in effect for a period of at least sixty (60) days, Director may terminate this

Agreement upon giving at least thirty (30) days prior written notice to Contractor.

C. Notwithstanding any other provision hereof, Director may suspend this Agreement immediately upon giving written notice to Contractor, if Contractor, its agents, subcontractors, or employees at Contractor may be engaging in a continuing course of conduct which poses an imminent danger to the life or health of patients receiving or requesting medical care and services at Contractor. Any such action by Director shall be subject to the "due process" procedures established in Paragraph 16 hereinbelow.

D. Notwithstanding any other provision of this Agreement, in the event the County makes a final decision to implement a central hospital base station concept, Director may withdraw the requirement that Contractor maintain designation as a base hospital, furnish base hospital services, and meet all requirements set forth in Exhibit "F", Paramedic Base Hospital Requirements, attached hereto and incorporated herein by reference by giving Contractor at least one-hundred eighty (180) days prior written notice thereof. This provision shall not affect County's right to terminate this Agreement for cause under Paragraph 37 of the

Additional Provisions of the Agreement.

E. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement with or without cause by giving the other party at least sixty (60) days prior written notice thereof. This provision shall not affect County's right to terminate this Agreement for cause under Paragraph 37 of the Additional Provisions of the Agreement.

F. If the State EMS Authority and the State EMS Commission disapprove for any reason the County's trauma system plan, County may terminate this Agreement by providing written notice to Contractor of the State's action, and by setting forth in the notice an effective date of termination which is no less than thirty (30) days from the date of the County's receipt of notification of the State's action, but which is no more than sixty (60) days from said date.

G. In accordance with this Agreement, Contractor may, during the term of this Agreement, submit claims for services provided to eligible indigent patients. In consideration for services to be performed by Contractor under this Agreement, these claims will be reimbursed at the all-inclusive rates set forth in Exhibit B.

2. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

3. SPECIFIC RESPONSIBILITIES OF COUNTY'S DEPARTMENT OF HEALTH SERVICES (COUNTY'S LOCAL EMERGENCY MEDICAL SERVICES (EMS) AGENCY):

A. The Department of Health Services ("Department") shall develop and monitor compliance with triage protocols and procedures for County's trauma system.

B. The Department shall be responsible for the development and ongoing evaluation and Performance Improvement of the trauma system.

C. The Department shall be responsible for periodic performance evaluations of the trauma system, which shall be conducted at least every three (3) years in conjunction with the American College of Surgeons review. The evaluation shall be based, in part, on requirements described in Exhibit "A.I", Level I Trauma Center Requirements, Exhibit "A.II", Level II Trauma Center Requirements, Exhibit "A.III", Level I Pediatric Trauma Center Requirements, and Exhibit "A.IV", Level II Pediatric Trauma Center Requirements, attached hereto and incorporated herein by reference. Results

of the trauma evaluation shall be made available to individual participants.

D. The Department shall implement policies and procedures for quality improvement in order to monitor the appropriateness and quality of care rendered to trauma patients in Los Angeles County as described under Paragraph 15 hereinbelow.

E. The Department shall be responsible for maintaining a source of reimbursement for eligible indigent patients described in Exhibit "B", Provisions For Reimbursement of Eligible Indigent Patients, attached hereto and incorporated herein by reference.

F. One or more individuals within the Department shall be designated by Director to liaise with all Los Angeles County designated Trauma Centers with respect to matters affecting County's advanced trauma system.

G. The Department shall be responsible for ensuring that Trauma Centers and other hospitals that treat trauma patients participate in the data and quality improvement process.

H. The Department shall be responsible for ensuring that patient inclusion in the data collection system is based on Exhibit "C", Patient Inclusion in the Trauma Center Data System, attached hereto and incorporated

herein by reference.

I. The Trauma Center data collection system requirements are described and set forth in Exhibit "D", Trauma Center Data Collection System, attached hereto and incorporated herein by reference. The Department shall comply with all Department responsibilities for the Trauma Center data collection system in Exhibit "D".

J. The Department, after consultation with and advice from the Emergency Medical Services Commission ("EMSC"), EMS Data Advisory Committee shall maintain a comprehensive Trauma Center data collection system. The composition of the EMS Data Advisory Committee, is described in Exhibit "E", Data Advisory Committee Membership, attached hereto and incorporated herein by reference.

K. The Department shall monitor the trauma patient catchment area defined for Contractor to ensure that trauma patients are triaged appropriately to Contractor. Contractor acknowledges receipt of a map defining its catchment area as of the date of execution of this Agreement.

L. The Department may modify trauma patient catchment areas from time to time to meet the needs of the advanced trauma system. In the event that a catchment area is to be changed, then sixty (60) days prior to

the effective date of the change, the Department shall give written notice to all designated Trauma Centers. All impacted Trauma Centers which are not County operated, including Contractor, shall be afforded the opportunity to provide written statements regarding the proposed change. If Contractor is adversely affected by the change of the catchment areas, Contractor shall be provided with "due process" as specified in Paragraph 16 hereinbelow prior to the change in the catchment areas.

M. In the event that an existing Trauma Center ceases to participate in the advanced trauma system, the Department shall first attempt to reconfigure the trauma patient catchment areas so as to provide coverage for the area no longer served by such hospital by utilizing existing Trauma Centers. If coverage cannot be provided by the use of existing Trauma Centers, the Director shall give written notice to Contractor and to all concerned designated Trauma Centers of any Department intention to seek a new hospital to provide the coverage. Contractor and all other concerned designated Trauma Centers shall have the opportunity to provide written statements to Director within ten (10) days of receipt of such

notification regarding the proposed change. If Contractor believes it would be adversely affected by the addition of a new Trauma Center in such circumstances, Contractor may present its complaint in accordance with the "due process" provisions specified in Paragraph 16 hereinbelow prior to County designation of the new Trauma Center.

N. Interim System Re-Configuration. The Department may, on an interim basis, restructure the trauma system as it deems necessary, in those instances when a Contractor gives notice that it is withdrawing from the system or when a Contractor is suspended or terminated from the prehospital care system. In the event that an interim restructuring occurs, any affected Contractor shall be given the opportunity to provide written and oral statements regarding the restructuring to the local EMS agency. The affected existing Contractors shall be provided with the "due process" procedures as specified in Paragraph 16 hereinbelow.

O. The Department shall follow the trauma system policy which addresses the coordination with all health care organizations within the trauma system to facilitate the transfer of an organization member in accordance with the criteria set forth in Paragraph 11

hereinbelow.

4. SPECIFIC RESPONSIBILITIES OF CONTRACTOR:

A. Contractor shall furnish Trauma Center services to patients in need thereof who are delivered, or present themselves, to Contractor. In the provision of such services, Contractor shall comply at all times during the term of this Agreement with the staffing criteria and other requirements of applicable Exhibits "A.I" - "A.IV".

B. The Contractor shall comply with the reimbursement process for eligible indigent patients described in Exhibit "B", attached hereto and incorporated herein by reference.

C. The Contractor shall include only those patients that meet inclusion in the data collection system based on Exhibit "C", attached hereto and incorporated herein by reference.

D. The Contractor shall comply with all Contractor responsibilities for the Trauma Center data collection system in Exhibit "D", attached hereto and incorporated herein by reference.

E. It is understood and agreed that medical care furnished to patients pursuant to this Agreement shall be provided by physicians duly licensed to practice

medicine in the State of California, and the agreement by Contractor to arrange for the furnishing of such treatment at hospital is not to be construed as Contractor entering into the practice of medicine. This provision shall not limit the right of practitioners or nursing personnel affiliated with or employed by Contractor at hospital to render any and all services within the scope of their professional licensure or certification, as permitted by Contractor=s rules, regulations, and policies with respect thereto.

F. Contractor shall maintain designation as a base hospital, furnish base hospital services, and meet all requirements set forth in Exhibit "F", Paramedic Base Hospital Requirements, attached hereto and incorporated herein by reference. The foregoing base hospital requirement shall not apply to Childrens Hospital Los Angeles or to a Contractor that has lost its designation as a base hospital in accordance with Paragraph 1(D) of this Agreement.

5. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims,

actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

County shall indemnify, defend, and hold harmless Contractor and its officers, employees and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with County's acts and/or omissions arising from and/or relating to this Agreement.

6. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County, and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa

Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(1) Specifically identify this Agreement.

(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that Contractor will use best efforts to give County written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance. Should Contractor receive notice from insurer of a cancellation to take effect earlier than thirty (30) calendar days from such notice, Contractor shall use best efforts to notify County in writing of such cancellation on the next business day.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. Contractor

shall be responsible for all deductibles as they apply to any insurance coverage with respect to this Agreement.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A: VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(2) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

(3) Simultaneously, any injury, death or treatment of

a patient provided services covered in this Agreement for which Contractor provides any report/notice to the Joint Commission on Accreditation of Hospital Organization (JCAHO), or any report/notice as required under Title 22, C.C.R.70737 (e.g., unusual occurrence). Such report to County shall only include the patient name, date, and treatment.

E. Insurance Coverage Requirements for Subcontractors: Except as set forth below, Contractor shall ensure that any and all non-physician subcontractors (e.g. pump technicians) performing medical care and treatment services under this Agreement shall meet the professional liability insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

The amount of professional liability insurance required in this Agreement for non-physician

subcontractors would be an amount equal to that which the County routinely requires in its agreements with non-physician contractors providing similar medical care and treatment services to the County.

F. Insurance Coverage Requirements for Affiliate Physicians: Contractor shall ensure that any and all physicians, either individually, or by or through a related medical group, physician group, or independent physician association where appropriate, with privileges to perform or otherwise performing any services covered under this Agreement on premises of or used by Contractor maintain professional liability insurance covering liability arising from any error, omission, negligent, or wrongful act of such physician(s) with limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate. The coverage also shall provide an extended two (2) year reporting period commencing upon the termination or cancellation of this Agreement, only if such coverage is consistent with the industry standard in California.

7. SPECIFIC INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance: (written on ISO policy form CG 00 01 or its equivalent) with limits of not

less than the following:

General Aggregate:	$2 Million
Personal and Advertising Injury:	$1 Million
Each Occurrence:	$1 Million

B. Automobile Liability Insurance: (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than One Million Dollars ($1,000,000) for each accident. Such insurance shall include coverage for all "owned", "hired", and "non-owned" vehicles, or coverage for "any auto".

C. Workers' Compensation and Employers' Liability: Insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Worker's Compensation Act, Jones Act, or any other Federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 Million
Disease - Policy Limit:	$1 Million

Disease - Each Employee $1 Million

D. Professional Liability: Insurance maintained by Contractor covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers, or employees with limits of not less than Three Million Dollars ($3,000,000) per occurrence. The coverage also shall provide an extended two (2) year reporting period commencing upon the termination or cancellation of this Agreement.

8. WAIVERS: Director may waive trauma center criteria contained in Exhibits "A.I" - "A.IV", when it is determined that the conditions necessitating the waiver request will be in effect less than seventy-two (72) hours for any one occurrence and that procedures exist to ensure that patient care is not jeopardized. Waivers may, upon discretion of Director, include but not be limited to, the following instances:

A. Temporary inability of Contractor to meet staffing requirements with regard to trauma team or any in-house or on-call or second call physicians whose absence, as determined by Director, would not jeopardize the welfare of trauma patients.

B. Temporary loss of function or restricted capacity of any of the special facilities, resources or

capabilities of Contractor, if such loss or restriction would not jeopardize the welfare of trauma patients. County recognizes that routine servicing and subsequent temporary inoperability ("down time") of the Computerized Tomography (CT) scanner does not require invocation of a waiver.

Contractor shall direct its waiver request to Director's office. If a waiver is given, Contractor shall re-contact Director as soon as the temporary staffing or the equipment deficiency for which the waiver was given has been resolved. If a deficiency has not been corrected within the time deemed appropriate by Director, Director may temporarily suspend Contractor's designation as a Trauma Center. In this event, Contractor shall notify surrounding base hospitals and Trauma Centers, and paramedic provider agencies serving Contractor's area that it is on temporary bypass status. When the deficiency necessitating bypass status has been corrected, Director may lift the suspension, and Contractor shall immediately notify such surrounding hospitals.

9. STANDARDS OF CARE:

A. Contractor shall provide for supervision and monitoring of care rendered under the terms of this Agreement in

accordance with the recognized standards thereof through regular review of patient medical records by Contractor's appropriately designated medical staff committee(s) at hospital. In addition, Contractor shall provide for specific quality improvement activities as described in the QUALITY IMPROVEMENT Paragraph 15, hereinbelow.

B. Contractor shall:

(1) maintain Contractor's accreditation by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and be in conformance at hospital with the standards of the JCAHO which apply to the provision of emergency medical services.

(2) not subject trauma patients to avoidable delay in receiving necessary medical care at Contractor pending financial arrangements.

10. NUMBER OF PATIENTS TO BE TREATED: While the parties contemplate that persons suffering major trauma at locations near Contractor will normally be delivered to Contractor for care, the parties recognize that County can make no guarantee in this regard and further that County is unable to assure that any minimum number of trauma patients will be delivered to Contractor during the term of this Agreement.

11. PATIENT TRANSFERS:

A. Patients to whom service is being provided hereunder may be transferred between and from trauma centers to other medical facilities, including County-operated facilities, in compliance with JCAHO standards, Title 22 of the California Administrative Code, Emergency Medical Treatment and Active Labor Act (EMTALA), and other laws and protocols governing such transfers, providing that:

(1) any transfer shall be, as determined by the trauma center surgeon of record, medically prudent; and

(2) in accordance with local EMS agency interfacility transfer policies; and

(3) the transfer may not be refused if the receiving facility has the capacity to accept.

B. Contractor agrees to continue to provide services hereunder until a patient is transferred.

C. Contractor shall have written transfer agreements with trauma centers. Contractor shall develop written criteria for consultation and transfer of patients needing a higher level of care.

D. To the extent that it is not contrary to, or inconsistent with, any Federal or State law, regulation or policy, the County shall take the necessary steps to

ensure that preference is given to Contractor seeking to effectuate a medically prudent transfer of a patient to a County owned facility.

E. Contractor or other responsible party shall be financially liable for transportation of patients for whom services are rendered hereunder and who are being transferred from Contractor to any other facility. Nothing herein shall prevent Contractor from billing the patient or other financially responsible party for such services.

12. TRAUMA CENTER SIGNS: Contractor may, at its own expense, identify itself as a Trauma Center by placing signs to that effect on Contractor's grounds. Such signs shall exclude any reference to the level of its County designation and shall otherwise conform to local government regulations.

13. TRAUMA TEAM: Contractor agrees to designate trauma teams, whose members must include the general surgeon, and other team members as appropriate to respond to all trauma codes called either from the field or from the hospital. Upon activation of the trauma code, appropriate team members shall be available as defined in regulations and shall assemble in the trauma resuscitation area.

14. TRAUMA CENTER FEES: By payment as set forth in this paragraph, Contractor agrees to offset a portion of the cost

of the data collection effort excluding new hardware, the data management system, and a portion of the County's administrative costs for the trauma system and base hospital operation. The annual Trauma Center/Base Hospital fee for Fiscal Years 2008-09 and 2009-10 shall be Fifty-One Thousand Two Hundred Twenty-Seven Dollars ($51,227) and Fifty-Two Thousand Seven Hundred and Eighty-Two Dollars ($52,782), respectively, for each Contractor and is due on or before August 31 of the fiscal year. Since the base hospital requirement does not apply to Childrens Hospital Los Angeles, as noted in Paragraph 4. SPECIFIC RESPONSIBILITIES OF CONTRACTOR, Section F., the annual Trauma Center fee for Childrens Hospital Los Angeles for Fiscal Years 2008-09 and 2009-10 shall be Thirty-Nine Thousand Six Hundred and Seventy Dollars ($39,670) and Forty-One Thousand and Twenty-Eight Dollars ($41,028), respectively, and is due on or before August 31 of the fiscal year.

If this Agreement is revoked, cancelled, or otherwise terminated on a date other than June 30, the amount reflected herein above for such term shall be prorated, and a reduced amount, based upon the actual number of days of such term that the Agreement is in effect, shall be due County hereunder. If the greater sum has already been paid by Contractor, County shall refund the difference between

that payment and the prorated amount.

If this Agreement is revoked, cancelled, or terminated because of Contractor's failure to maintain the trauma system criteria as described in applicable Exhibits "A.I" - "A.IV", or failure to maintain an acceptable level of trauma care as determined by community standards, Contractor shall not be eligible for any such refund.

In any event, County shall refund to Contractor its prorated share of remaining funds contributed by designated County Trauma Centers to the data collection system, if the total cost of such programs, as determined by the County=s Auditor Controller and Director in accordance with standard auditing and accounting practices, is found to be less than the total amount contributed by designated Trauma Centers.

15. QUALITY IMPROVEMENT:

A. Specific rights of the Department:

(1) Director may from time to time review Contractor's policies and procedures regarding quality improvement as they pertain to care rendered under this Agreement.

(2) Director may request Contractor to verify that internal follow up is occurring by Contractor on a particular case under review by the Department. Contractor shall respond in writing within fifteen

(15) days of Director's written request.

B. Specific responsibilities of Contractor:

(1) Contractor shall conduct a detailed audit of:

(a) all trauma related deaths;

(b) all trauma patient transfers;

(c) all major complications.

(2) Contractor shall abide by the following requirements concerning case audit:

(a) Audit attendances must be documented by signature and rosters retained by Contractor;

(b) Audit minutes must be recorded and retained by Contractor.

(3) All such records shall be available to designees duly authorized by Director during the term of this Agreement and for a period of seven (7) years thereafter upon request of Director.

(4) Contractor shall further advise Director, upon request, what corrective action was taken on specific cases.

16. DUE PROCESS:

A. Notice of Proposed Adverse Action: In all cases in which the Director has the authority to, and pursuant to this authority, has taken any of the actions constituting grounds for hearing as hereafter set forth

in Subparagraph 16.B., Contractor shall promptly be given written notice of the specific charges and factual basis upon which the Director's action is based. With the exception of summary suspensions or summary suspension with intent to terminate, Contractor shall be afforded a right to request a hearing before implementation of any of the actions which constitute grounds for a hearing. Contractor shall have thirty (30) days following the receipt of such notice within which to file with Director a request for hearing before the EMSC.

B. Grounds for Hearing: Any one or more of the following actions constitute grounds for a hearing: summary suspension of Contractor as a Trauma Center; summary suspension with intent to terminate Agreement; Trauma Center operational and programmatic changes wherein Contractor has been given specific rights herein to request a hearing; modifications to Contractor's trauma patient catchment area; and the proposed addition of a new hospital as a Trauma Center when Contractor believes it would be adversely affected by such addition. Nothing in this paragraph 16 shall affect County's right to terminate Agreement under subparagraph 1.D.

C. Summary Suspension or Summary Suspension with Intent To Terminate: In the case of summary suspensions or summary suspension with intent to terminate this Agreement, Contractor, at its election, shall have the right to request in writing that Director reconsider the summary suspension action. Director shall act on this request for reconsideration within ten (10) days after the receipt of the reconsideration request. Contractor representatives shall be given an opportunity to meet with Director to discuss the alleged basis for the summary action.

Within ten (10) days following the meeting with Director, or within ten (10) days following the summary suspension action, Director shall issue a written decision to Contractor regarding the summary suspension. This decision may be that the suspension be continued for a particular time or upon particular condition, that the summary suspension be terminated, that Agreement be terminated, that other conditions be imposed on Contractor, or such other action as may seem warranted. If Director takes any action other than full and immediate termination of the summary suspension, Contractor may request a hearing on the summary suspension before the EMSC, as provided in this

Paragraph. Such request shall be in writing and addressed to Director. Such request shall be delivered to Director within five (5) days of Director's delivery to Contractor of his/her written decision.

D. Time and Place of Hearing: Director shall, within fifteen (15) days of receipt of a request for hearing, file a request for the hearing with the EMSC. The EMSC shall give notice to Contractor of the time, place, and date of the hearing in accordance with EMSC rules and procedures. The date of commencement of the hearing shall be not less than thirty (30) days, nor more than ninety (90) days from the filing of the request for a hearing, subject to the convenience and approval of the EMSC; however, if the request is received from Contractor when Contractor is under a summary suspension then in effect, Director shall attempt to arrange a hearing before the EMSC as soon as possible.

E. Notice of Charges: As part of, or together with the notice of hearing, Director shall state in writing, in concise language, the acts or omissions with which Contractor is charged or reasons for substantial operational change or restructuring. If either party, by written notice, requests a list of individuals who will appear on behalf of the other, then each party,

within ten (10) days of such request, shall furnish to the other a list, in writing, of the names and addresses of the individuals, so far as is then reasonably known, who will give testimony or evidence in support of that party at the hearing.

F. Hearing Procedure: At the hearing, subject to the rules of the EMSC, both sides shall have the following rights: to call and examine witnesses, to introduce exhibits, and to rebut any evidence. The EMSC may question witnesses.

G. Memorandum of Points and Authorities: Subject to the rules of the EMSC, each party shall have the right to submit a memorandum of points and authorities to the EMSC.

H. Basis of Decision: Subject to the rules of the EMSC, the EMSC decision on a hearing under this Agreement shall be based upon the evidence produced at the hearing. The evidence may consist of the following:

(1) oral testimony of the parties' representatives;

(2) documentary evidence introduced at the hearing;

(3) briefs or memorandum of points and authorities presented in connection with the hearing;

(4) policies and procedures of the Department;

(5) all officially noticed matters.

I. Record of Hearing: The parties understand that the EMSC maintains a record of hearings by one or more of the following methods: a shorthand reporter, a tape or disc recording, or by its clerk's minutes of the proceedings. If a shorthand reporter is specifically requested in writing by Contractor or by Director, the cost of same shall be borne by such party.

J. Decision of the EMSC: The decision of the EMSC shall be effective and binding on the parties to the extent permitted and prescribed in County Code Section 3.20.070B.

17. RESPONSIBILITY FOR INDIGENT PATIENTS: Nothing contained in this Agreement is intended nor shall it be construed to affect either party's existing rights, obligations, and responsibilities with respect to care required by or provided to indigent patients.

18. STATUS OF CONTRACTOR: The parties hereto agree that Contractor, its officers, agents, and employees, including its professional and nonprofessional personnel, shall act in an independent capacity and not as officers, agents, or employees of County and shall not have the benefits of County employees. Except as may otherwise expressly be provided hereunder, Contractor shall furnish all personnel, supplies, equipment, space, furniture, insurance, utilities,

and telephone necessary for performance of Contractor's responsibilities set forth in this Agreement. This Paragraph shall not preclude or limit Contractor from seeking reimbursement, contributions, tuition, or other payments from the public or from non-County provider agencies for services provided by Contractor hereunder where entitlement thereto is permitted by law or by separate contract.

19. INTERPRETERS: If Contractor is located in an area where communication problems may exist because of a high concentration of non-English-speaking residents, Contractor shall provide interpreters in accordance with the requirements for such services established under Section 70721, Title 22 of the California Administrative Code.

20. CONSUMER COMPLAINTS:

A. Contractor agrees to comply with all responsibilities and related requirements applicable under Section 70707, Title 22 of the California Administrative Code, to ensure that each patient receiving services hereunder at Contractor is made aware of the following information prior to discharge: the name, location, and telephone number of Contractor's representative responsible for handling patient complaints; means, including forms, for submitting complaints in writing

to that representative; a "Bill of Rights" defining patient prerogatives relative to matters on care, services, communication, and registry of complaints.

B. Contractor shall, on request, furnish to Director, copies of all trauma patient complaints, and the results of Contractor's investigation and action taken. All of Contractor's administrative files maintained on such complaints shall be open to inspection by Director. Such inspection rights shall not extend to reports of medical staff committees, nor to incident reports or other attorney-client communication or materials qualifying for the attorney-client privilege.

21. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered postage prepaid return receipt requested, to the parties at the following addresses and to the attention of the persons named. County's Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by a party by giving at least ten (10) calendar days prior written notice thereof to the other.

A. Notices to County shall be addressed as follows:

(1) Department of Health Services
Emergency Medical Systems Division
5555 Ferguson Drive, Suite 220
Commerce, California 90022
Attention: Acting Director

(2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street
Sixth Floor - East
Los Angeles, California 90012
Attention: Division Chief

B. Notice to Contractor shall be addressed as follows:
St. Francis Medical Center
3628 East Imperial Highway, Suite 400
Lynwood, CA 90262

Attention: Chief Executive Officer

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____

John F. Schunhoff, Ph.D.
Interim Director of Health Services

St. Francis Medical Center
Contractor

By _____

Signature

GERALD T. KOZAI

Printed Name

PRESIDENT/CEO

Title

09/18/08

Date

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES
CONTRACTS AND GRANTS DIVISION

Agreement No.: H-703500

TRAUMA CENTER SERVICE AGREEMENT

Amendment No. 20

THIS AMENDMENT is made and entered into this 29th day of June, 2018,

By and between	COUNTY OF LOS ANGELES (hereafter "County")
And	ST. FRANCIS MEDICAL CENTER (hereafter "Contractor")
	Business Address:
	3630 E. Imperial Highway Lynwood, CA 90262

WHEREAS, reference is made to that certain document entitled "Trauma Center Service Agreement," dated June 17, 2008, and further identified as Agreement No. H-703500, and any amendments thereto (all hereafter referred to as "Agreement") and,

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term, to modify certain of its payment provisions, and to provide for the other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Additional Provisions, Paragraph 24, Merger Provision may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall be effective upon execution; with payment provisions applied for services provided during the period of July 1, 2017 through June 30, 2018.

2. Agreement Paragraph 1, Term, Subparagraph A, is deleted in its entirety and replaced as follows:

"A. The term of this Agreement shall commence and be effective July 1, 2008, and shall remain in full force and effect through to and including June 30, 2019. In any event, County may terminate this Agreement in accordance with the Termination Paragraphs of the Additional Provisions hereunder."

3. Agreement Exhibit B-3, Provisions for Reimbursement, is deleted in its entirety and replaced by Exhibit B-4 attached hereto and incorporated herein by reference. All reference in Agreement to Exhibit B-3 shall be deemed to be references to Exhibit B-4.

4. The Parties acknowledge and agree that none of the financial provisions in the Agreement apply to services provided on or after July 1, 2018.

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services or his authorized delegate and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, on the day, month, and year written above.

COUNTY OF LOS ANGELES

By: [redacted] Kathy K. Hanks
Christina R. Ghaly, M.D.
Acting Director of Health Services

ST. FRANCIS MEDICAL CENTER

By: [redacted]
Signature

Eleanor Ramirez
Printed Name

President | CEO
Title

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By [redacted]
Edward A. Morrissey, Principal Deputy County Counsel

TRAUMA CENTER SERVICE AGREEMENT

EXHIBIT B-4

PROVISIONS FOR REIMBURSEMENT

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TRAUMA CENTER SERVICE AGREEMENT

EXHIBIT B-4

PROVISIONS FOR REIMBURSEMENT

I. OVERVIEW

This Exhibit addresses funding for the fiscal year ended June 30, 2018 (the "Contract Period") for the Los Angeles County trauma hospitals ("Non-County Trauma Hospitals") that are not owned and operated by Los Angeles County (the "County"). The County provides Funding to Non-County Trauma Hospitals for the Contract Period to assure the continuance of emergency care access for Medi-Cal beneficiaries and stabilize the provision of trauma care services in Los Angeles County.

The funding has the following major components:

1. Patient-Based Payments

These payments are described in Sections II and III. They have two components, payments based on the uninsured trauma volume and value of those claims and payments based on pediatric trauma services.

2. Designation Support Payments

These payments are described in Section IV.A. They include two components, payments in support of the Non-County Trauma Hospitals serving as base stations, and payments in support of the Non-County Trauma Hospitals' infrastructure.

3. Add-On Payments

These payments are described in Section IV.B. They are based on various factors such as the trauma patient volume for each hospital, patient acuity, and underinsured utilization, including utilization by Medi-Cal and law enforcement patients. These amounts are then further adjusted for purposes of system stabilization.

The total funding for each hospital receiving funding is $82,695,604.

It is the County's intention that several different revenue sources be used to pay for trauma services under this Agreement. These sources include revenue from Measure B, Maddy EMS Funds and Richie Funds. Further, the County intends that the Agreement be funded, to the extent possible, through additional Medi-Cal payments made pursuant to pg. 51a of Attachment 4.19B of the Medi-Cal State Plan (the "Trauma SPA").

The parties acknowledge that the Trauma SPA effective July 1, 2003, was approved by the United States Department of Health and Human Services, Centers for Medicare and Medicaid Services. The Trauma SPA enables private trauma hospitals in Los Angeles County to receive enhanced Medi-Cal payments, including federal matching funds upon payment by the County of an intergovernmental transfer (IGT) of funds pursuant to Section 14087.3 of the W&IC. Pursuant to the Trauma SPA and

a related interagency agreement between the County and the California Department of Health Care Services ("CDHCS"), the IGT and federal matching funds are distributed among the County-designated private trauma hospitals in a lump sum amount to ensure continued access by Medi-Cal beneficiaries to trauma and emergency room care in the County.

II. ELIGIBLE PATIENT-BASED FUNDING

A. BUDGET ALLOCATION:

1. Patient-Based Allocation Amounts

This Section II is applicable to the Non-County Trauma Hospitals with the exception of Children's Hospital Los Angeles. For the Contract Period, the County has established a budget allocation (the "Budget Allocation") for each such Non-County Trauma Hospital providing medical care to Eligible Patients (as defined below) during the Contract Period. The budget allocations are as follows:

Antelope Valley Hospital	$ 360,201
California Hospital Medical Center	$1,521,340
Cedars-Sinai Medical Center	$ 155,424
Henry Mayo Newhall Memorial Med. Ctr.	$ 124,242
Huntington Memorial Medical Center	$ 586,063
Long Beach Memorial Medical Center	$ 515,013
Northridge Hospital Medical Center	$ 923,943
Pomona Valley Hospital Medical Center	$ 426,358
Providence Holy Cross Medical Center	$1,789,019

Ronald Reagan UCLA Medical Center	$ 323,985
St. Francis Medical Center	$1,491,538
St. Mary Medical Center	$ 218,232
Total Patient Based Funding	**$8,435,358**

The Budget Allocation for each hospital has been determined using the relative dollar value of each Non-County Trauma Hospital's indigent claims for the 2016-17 fiscal year, compared to total value of all claims, with the exception of Pomona Valley Hospital Medical Center. The amount for Pomona Valley Hospital Medical Center was based on the actual value of the indigent claims provided during the four months during 2016-17 fiscal year that it was providing trauma services, and the estimated amount of trauma care that would have been provided had it been a trauma hospital during the other eight months. The value of the claims was determined by applying the rates described in section II.A.2 below to the services delivered. The percentage for each hospital so determined was then applied to the total amount available for patient-based payments. Payments to Non-County Trauma Hospitals of the Budget Allocations described in this section will be made directly by the County (inclusive of the Maddy Funds as defined below) and/or as enhanced Medi-Cal payments from CDHCS as set forth in this Exhibit. Accordingly, these Budget Allocations will be taken into account in the amounts that the County recommends be paid by

CDHCS as enhanced Medi-Cal payments taking into account direct payments the County has made or will make to the hospitals for such allocations.

2. Maddy EMS Funds:

Certain funding is available for hospital care rendered to Eligible Patients (as defined below) by the Non-County Trauma Hospitals, known as "Maddy EMS Funds." As described in II.D of this Exhibit, Contractor is required to submit a claim (an "Eligible Claim") to the County for the hospital care rendered to Eligible Patients within the Contract Period. Based on patient visits and days in such claims, County will use the rates below for emergency department visits and inpatient services up to three days to disburse Maddy EMS Funds to each hospital for the Contract Period. Maddy EMS Funds are included in determining the full funding for the Budget Allocations.

The County will compute the value for each Eligible Claim using the following rates:

$ 6,425	per emergency department visit and assessment. (No such fee will be paid if the patient is admitted to the hospital as an inpatient from the emergency department.)
$12,471	for the first inpatient day; and
$ 5,417	for the second inpatient day; and
$ 4,283	for the third inpatient day; and

$ 4,283 for the fourth inpatient day; and

$ 3,023 for each day thereafter.

To the extent possible, the County will use Maddy EMS Funds to pay the portion of each Non-County Trauma Hospital's Budget Allocation equal to the value of its FY 2016-17 claims for the emergency department visit and assessment where the patient is not admitted to the hospital as an inpatient from the emergency department, and the first three days of an inpatient stay if the patient is admitted, based on the rates above.

B. GENERAL CONDITIONS:

Contractor shall provide Trauma Services, as defined below to Eligible Patients. For purposes of this Exhibit, an "Eligible Patient" is a patient receiving Trauma Services from Contractor, (1) who Contractor determines is unable to pay for the Trauma Services so provided, and (2) for whom there is no third-party coverage, in part or in whole for the Trauma Services provided by Contractor. For purposes of this Exhibit, "third party coverage" or "third party payers" includes, but is not limited to commercial insurance or any program funded in whole or in part by the federal government, and "Trauma Services" refers to all hospital services furnished by the Contractor to a patient who presents to the Contractor, or is classified subsequently during the patient's stay as a Trauma Patient from the time the patient

presents at or is admitted to the Contractor's hospital until the patient is discharged. The term "Trauma Patient" for purposes of this Contract is defined in Exhibit C.

A claim (a "Patient-Based Claim") shall not be submitted to the County hereunder for an Eligible Patient if: (a) the patient has the ability to pay for the service, but refuses or fails to pay for same; or (b) Contractor has failed to submit to any known third-party payer(s) for the patient, an accurate, complete, and timely billing, and for that reason has been denied payment by such payer(s); or (c) for any Trauma Services which is covered in, or the subject of reimbursement in, any other contract between Contractor and County. Subject to the County's review and verification, Contractor will determine and document persons who are Eligible Patients as described in Section II.C below.

County claiming is limited to Trauma Patients without the ability to pay for the services and for whom Contractor, in accordance with Section II.C below, has made a reasonable, good faith effort to determine if there is a responsible private or public third-party source of payment, and Contractor determines that there is no source of payment (including where the Contractor determines there is a potential source of payment which the Contractor reasonably pursues but the Contractor is unable to obtain payment).

During the term of this Agreement, as required by Section 16818 of the Welfare and Institutions Code (W&IC), Contractor shall continue to provide, at the time treatment is sought by a patient at its facility, individual notice of the availability of reduced cost hospital care. Additionally, Contractor shall post, in conspicuous places in its emergency department and patient waiting rooms, notices of the procedures for applying for reduced cost hospital care. The approved "Notice" language is reflected in English in Attachment "B-2" and in Spanish in Attachment "B-3".

C. PATIENT ELIGIBILITY:

For a patient to be an Eligible Patient, Contractor must document that it has made reasonable efforts to secure payment from the patient by billing (at least monthly) for a period of no less than two (2) months after the date of discharge, with a minimum of three (3) billings. Financial notes must clearly indicate that the patient was billed at least three (3) times. Contractor must document that the person cannot afford to pay for the services provided by the Contractor. This documentation must show that the patient's annual income places the patient at or below 200% of the current year Federal Poverty Level. Contractor must also document that payment for the services will not be covered by third-party coverage, including any program funded in whole or in part by

the federal government; and that Contractor has not received payment for any portion of the amount billed.

Contractor will determine and document the patients who are eligible for trauma care coverage hereunder in accordance with the procedures set forth in Attachment "B-1", Trauma Service County Eligibility ("TSCE") Protocol, attached hereto and incorporated herein by reference.

Contractor shall utilize Attachment "B-1.1", Trauma Service County Eligibility ("TSCE") Agreement form as the sole means for determining whether the patient is at or below the 200% of the current year Federal Poverty Level and therefore meets patient's eligibility criteria for trauma care claiming during the term of this Agreement. The TSCE Agreement form must be completed and signed by the patient or the patient's responsible relative(s) at the time it is determined there is not a responsible private or public third-party source of payment and that the patient meets the eligibility requirements. The completed form must be signed and dated by the hospital representative who obtained the information, verifying that the information was obtained from the patient or the patient's responsible relative(s). If a TSCE Agreement form cannot be secured because the patient or the patient's responsible relative(s) is (are) unable to cooperate in providing the necessary financial information, then Attachment "B-1.1", *Hospital Certification of Inability*

to Cooperate form must be completed. If the Inability to Cooperate form is used it should be completed at the initial interaction with the patient or the patient's responsible relative(s). A hospital representative will complete the form, sign and date it and a second hospital representative will verify the information by also signing and dating the form. The original (or electronic scan) of either the *TSCE* or *Inability to Cooperate* form must be maintained by Contractor as part of its financial records. Contractor shall submit a copy of the applicable form to the County Emergency Medical Services (EMS) Agency when submitting a claim to be included in the patient-based claims total as stated in Attachment "B-4", *Instructions for Submission of Claims and Data Collection.*

Documentation to establish that Contractor has complied with the aforementioned patient eligibility requirements must be maintained by Contractor and made available upon request, pursuant to Paragraph 5, of the Additional Provisions Exhibit of this Agreement, to authorized County or State representatives for inspection, audit, and photocopying.

D. CLAIMS SUBMISSION:

Contractor shall submit all Patient-based Claims to the County for Trauma Services to Eligible Patients, for the Contract Period. These claims, subject to the following conditions and subsequent agreements of the parties, will be

used to determine the amount of the Budget Allocation for Contractor for the contract period(s) following the Contract Period.

a) A valid claim shall include a completed Trauma Patient Summary ("TPS") form, found in Attachment "D-2", of Agreement, for each Eligible Patient receiving Trauma Services.

b) In addition to the TPS form, Contractor shall submit the required claim form, (UB04) as well as all required reports as set forth in Attachment "B-4", *Instructions for Submission of Claims and Data Collection*, attached hereto and incorporated herein by reference, to County's Emergency Medical Services Agency, 10100 Pioneer Boulevard, Suite 200, Santa Fe Springs, California 90670, for Trauma Services provided to Eligible Patients under the terms of this Agreement. This information shall be used in determining the next (and possibly subsequent) year's Budget Allocation.

c) Claims submitted to the County shall be limited to the hospital component of Trauma Services provided to Eligible Patients during the term of this Agreement. Inclusion of the claims in the determination of a Contractor's Budget Allocation or funding under this Agreement shall be limited to the claims for which all required data has been included in the Trauma and

Emergency Medicine Information System (TEMIS) and which has been submitted as required by reporting procedures reflected in Attachment "B-4".

d) Claims shall be submitted to County's EMS Agency on an on-going basis once all eligibility requirements have been met and the Contractor has determined that no other source of funding is likely to be available. All Contractor claims for services provided during a County Fiscal Year (FY) (July 1 - June 30) must be received by County no later than the last working day of the first December following the close of the FY. Only claims for which the Contractor has ascertained that no payment will be received should be submitted.

e) To the extent permitted by law, upon submission of claim by Contractor to County for a trauma patient's care, and unless and until the claim is rejected by the County, Contractor assigns and subrogates to County any and all rights to collection as set forth herein, and Contractor shall cease all current and waive all future collection efforts, by itself and by its contractors/agents, to obtain any payment from the patient. At its sole discretion, County and/or County's Contractor may proceed independently against any parties responsible for payment for the Trauma Services to the extent permitted by law. The rights hereby assigned and

subrogated to County under this provision include reimbursement up to the full amount of usual and customary fees (including, for example, billed charges) for patient care and services regardless of any amount the Contractor has received under the TCSA, but only to the extent permitted by law. In the event Contractor is contacted by a third party's representative (e.g., insurance claim adjuster) or a patient's attorney regarding pending litigation concerning a claim that has been assigned to the County hereunder, Contractor shall indicate that the claim is assigned and subrogated to the County and refer such representative to the designated County contact. Contractor shall reasonably cooperate with County in its collection efforts.

f) Contractor shall notify the County, and update the financial status of patient in TEMIS, if Contractor becomes aware of any third-party coverage such as Medi-Cal, Medicare, other government programs, or other health insurance for any claim that the Contractor submitted to be included for purposes of calculating the Budget Allocation. The County has all rights to work with the identified third-party payers to receive any payment due with respect to claims that Contractor has assigned to County, but only to the extent permitted by law.

g) Any and all payments received by Contractor from a Trauma Patient or from third-party payers, including a legal settlement, for a claim previously submitted to and not rejected by the County, must be immediately reported to the County and the payment amount shall be surrendered and remitted to the County since Contractor assigned and subrogated its rights to said claim. Contractor must remit to the County the payment it received within sixty (60) days of receipt of such payment, and must complete and submit a *TRAUMA CENTER PAYMENT SURRENDER FORM* (Attachment B-6) with each surrendered payment.

h) For Trauma Patients admitted to Contractor's facility prior to or on the last day during the term of this Agreement, and remaining in the hospital after that date, reports and claim submission to County shall be made only after the patient has been discharged; the Contractor shall not submit partial or interim billings.

i) All reports and claims shall be completed in such detail and with such attachments as are in accordance with procedures prescribed in writing in Attachment "B-4". Contractor hereby acknowledges receipt of such forms, attachments, and procedures. Contractor and County agree that County may revise such forms, and such procedures and instructions without using a formal

amendment to this Agreement. Such revised forms, procedures and instructions shall be effective at least fifteen (15) calendar days after written notice to Contractor. In the event Contractor submits a timely written objection, Contractor and County will promptly meet and confer in good faith in an effort to resolve their differences. In the event the parties are not able to resolve their differences, Contractor may send a written notice to County within (30) days of the meet and confer session terminating this Agreement. This Agreement shall terminate fifteen (15) days after the date of the written notice, on such other days as the parties shall agree in writing.

E. AUDITING OF RECORDS:

Contractor shall maintain and, upon request, make available to State or County representatives, records containing all of the financial information referenced in this Section, including records of patient and third-party payer payments, all in accordance with Paragraph 5 of the Additional Provisions Exhibit of this Agreement.

a) County may periodically conduct an audit of the Contractor's records pertaining to the Patient-Based Claims for Eligible Patients that are required under this Exhibit. Audits shall be performed in accordance with generally accepted auditing standards. The audit

may be conducted on a statistically random sample of submitted claims for a fiscal year, provided the sampling methodology is statistically valid. The scope of the audit shall include an examination of patient medical and financial records, patient and/or insurance billing records, and collection agency reports associated with the sampled claims.

b) Audited claims that do not comply with requirements in this Agreement shall result in a reduction in the total value of Patient-Based Claims that will be used to determine each trauma hospital's Budget Allocation for the next fiscal year.

For example, if two Patient-Based Claims for the prior fiscal year with a total value of $12,850 were audited and determined not to be in compliance with the program requirements and the Contractor's total value of submitted claims for that prior fiscal year was $150,000, $12,850 would be subtracted from the total value, reducing it to $137,150 which would then be the amount used to determine the Contractor's Budget Allocation for the next fiscal year. The County will notify Contractor of any audit findings. Audit results may be appealed to the EMS Agency Director, or his/her designee.

III. FUNDING FOR PEDIATRIC TRAUMA CENTERS:

The parties acknowledge that Chapter 841 of the Statutes of 2006, authorized the County Board of Supervisors (Board), until December 31, 2008, to elect to levy an additional penalty in the amount of two dollars ($2) for every ten dollars ($10), upon fines, penalties, and forfeitures collected for specific criminal offenses. This authority was subsequently extended to December 31, 2013 by Chapter 288 of the Statutes of 2008. New legislation (SB 191) was chaptered October 5, 2013 and Section 76000.5 of the Government Code was amended extending these provisions through January 1, 2017. In 2016, legislation (SB 867) was again passed amending Section 76000.5 of the Government Code, extending these provisions through January 1, 2027.

The legislation further authorized the Board to utilize fifteen percent (15%) of the funds collected pursuant to these provisions (known as Richie's fund) to provide funding to enhance pediatric trauma services by both publicly and privately owned and operated Pediatric Trauma Centers (PTCs) throughout the County.

FY 2016-17 Richie Fund collections available for allocation to non-County PTCs for FY 2017-18 are $1,028,540. This amount is allocated to PTCs for expansion of pediatric trauma care services as follows:

Cedars-Sinai Medical Center	$	107,135
Children's Hospital Los Angeles	$	107,135

Long Beach Memorial Medical Center	$ 107,135
Northridge Hospital Medical Center	$ 600,000
Ronald Reagan UCLA Medical Center	$ 107,135
Total	**$ 1,028,540**

IV. DESIGNATION SUPPORT AND ADD-ONS FUNDING

The funding described in this Section IV is in addition to the funding described in Section II and III of this Exhibit.

A. BASE HOSPITAL SERVICES AND INFRASTRUCTURE

To account for the special costs incurred for those private trauma hospitals providing base and trauma hospital services and to ensure the continued access by Medi-Cal beneficiaries to emergency rooms and emergency room care in the County by maintaining efficient prehospital transport of all patients to the most appropriate emergency room, the County will recommend to the State that it make an aggregate supplemental payment in the amount of $700,000 for base station and $1,200,000 for infrastructure to each private Non-County Trauma Hospital pursuant to the Trauma SPA, with the exception of Children's Hospital Los Angeles. Children's Hospital Los Angeles will receive a supplemental infrastructure payment in the amount of $1,200,000 but will not receive a supple-

mental base station payment because it does not provide base hospital services.

As public hospitals, Ronald Reagan UCLA Medical Center ("UCLA") and Antelope Valley Hospital ("Antelope") may not receive these supplemental Medi-Cal payments under the State Plan. Accordingly, the County will directly pay each of those hospitals the amount of $700,000 for base station support and $1,200,000 for infrastructure support at or about the same time as County makes its IGT payment to the State. In the event the County makes its IGT payment to the State in multiple installments, the County will make the base station and infrastructure supplemental payments to UCLA and Antelope in the same number of installments.

B. EMERGENCY CARE ACCESS FOR MEDI-CAL BENEFICIARIES (ADD-ONS)

Except for UCLA and Antelope, it is the intent of the County, and the County shall recommend to the State, that supplemental "add-on payments" be paid to each private Non-County Trauma Hospital in the amounts set forth in this section IV.B, which include both funding from the County's IGT and federal matching funds. Such payment shall be made pursuant to a separate agreement between the trauma hospital and the State or its intermediary, subject to the limitations set forth in

the Trauma SPA. The County will make the add-on supplemental payments for UCLA and Antelope.

The add-on supplemental payment amounts are as follows:

Antelope Valley Hospital	$ 2,459,009
California Hospital Medical Center	$ 8,552,944
Cedars-Sinai Medical Center	$ 4,625,953
Children's Hospital Los Angeles	$ 2,244,032
Henry Mayo Newhall Memorial Med. Ctr.	$1,596,832
Huntington Memorial Medical Center	$ 2,599,617
Long Beach Memorial Medical Center	$ 4,578,702
Northridge Hospital Medical Center	$ 2,603,200
Pomona Valley Hospital Medical Center	$ 3,340,706
Providence Holy Cross Medical Center	$ 5,444,965
Ronald Reagan UCLA Medical Center	$ 2,570,996
St. Francis Medical Center	$ 6,483,600
St. Mary Medical Center	$ 2,131,150
Total	**$49,231,706**

C. Payment Limit

Contractor acknowledges that the amounts payable under the Trauma SPA are limited to the uncompensated costs of providing outpatient hospital services of all eligible private trauma hospitals in Los Angeles County and are also limited by the State's upper payment limit, as established in 42 C.F.R. Section 447.321. To the

extent that either or both limits preclude the State from paying all of the aggregate amounts set forth below, the amount to be recommended by the County for each private trauma hospital shall be reduced by the same percentage as the percentage of total allowable supplemental payments under the Trauma SPA is to total recommended supplemental Medi-Cal payments under the Trauma SPA to all private trauma hospitals.

V. POTENTIAL IGT FOR FEDERAL MATCHING FUNDS:

As discussed in Section IV, the County intends that the Designation Support payments, Add-On Payments, and certain patient-based payments to the private Non-County Trauma Hospitals be made as Medi-Cal payments in accordance with the Trauma SPA. Unless CDHCS rejects this payment approach, the County will transfer the non-federal share of such funds to CDHCS in one or more IGTs. The amount of the payments to the private Non-County Trauma Hospitals will be the amounts set forth in Sections II, IV.A and IV.B above, including both the non-federal share funded by the IGT(s) and matching federal funds. All funding shall be used first to pay the amount of the Budget Allocation, then any amounts due under Section IV.A and then Section IV.B.

The parties acknowledge and agree that some or all of the IGT which the County intends to make to effectuate the provisions of this Agreement may not be capable of drawing

down federal matching funds under the SPA. To the extent that is true, the parties agree that the County shall have no obligation to make an IGT of such amounts and shall instead provide such funds directly to the private Non-County Trauma Hospitals. The amount of such direct payments shall be the amounts set forth in Section IV (A) and (B) that are not paid under the Trauma SPA multiplied by fifty percent (50%). To the extent that Non-County Trauma Hospitals receive the full amounts set forth in Section IV (A) and (B), County has no obligation to make further direct payments, even if not all of the funds set aside for use as an IGT are ultimately used for that purpose.

The total amount of the IGT that the County intends to make shall be $34.5 million.

VI. TOTAL MAXIMUM PAYMENTS

The total maximum payments that each Non-County Trauma Hospital may receive, either directly from the County, or from the State of California as additional Medi-Cal payments under the Trauma SPA (which includes the amounts of IGTs made by the County and federal matching funds), and subject to the limitations and conditions as described in this Agreement, shall be as follows:

Antelope Valley Hospital	$ 4,719,210
California Hospital Medical Center	$11,974,284
Cedars-Sinai Medical Center	$ 6,788,512

Children's Hospital Los Angeles	$ 3,551,167
Henry Mayo Newhall Memorial Med. Ctr.	$ 3,621,074
Huntington Memorial Medical Center	$ 5,085,680
Long Beach Memorial Medical Center	$ 7,100,850
Northridge Hospital Medical Center	$ 6,027,143
Pomona Valley Hospital Medical Center	$ 5,667,064
Providence Holy Cross Medical Center	$ 9,133,984
Ronald Reagan UCLA Medical Center	$ 4,902,116
St. Francis Medical Center	$ 9,875,138
St. Mary Medical Center	$ 4,249,382
Total	**$ 82,695,604**

Each non-County Trauma Hospital will be paid the above amounts through a combination of direct payments by the County or Medi-Cal payments under the Trauma SPA except for UCLA and Antelope which shall receive only funds from the County. Payments may be reduced to the extent amounts anticipated to be paid as Medi-Cal funds through the Trauma SPA cannot be paid in that manner, in which case the County will make direct payments of the non-federal share of such payments, up to, but not exceeding the amount of the IGT set forth above, less the amount used to fund the Medi-Cal payments which were actually made.

VI. EFFECTIVE DATES

The provisions of this Exhibit B-4 shall only apply to trauma services provided on or after July 1, 2017 and before July 1, 2018.

Agreement No.: H-703500

TRAUMA CENTER SERVICE AGREEMENT

Amendment No. 20

THIS AMENDMENT is made and entered into this 29th day of June, 2018,

By and between	COUNTY OF LOS ANGELES (hereafter "County")
And	ST. FRANCIS MEDICAL CENTER (hereafter "Contractor")
	Business Address:
	3630 E. Imperial Highway Lynwood, CA 90262

WHEREAS, reference is made to that certain document entitled "Trauma Center Service Agreement," dated June 17, 2008, and further identified as Agreement No. H-703500, and any amendments thereto (all hereafter referred to as "Agreement") and,

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term, to modify certain of its payment provisions, and to provide for the other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Additional Provisions, Paragraph 24, Merger Provision may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall be effective upon execution; with payment provisions applied for services provided during the period of July 1, 2017 through June 30, 2018.

2. Agreement Paragraph 1, Term, Subparagraph A, is deleted in its entirety and replaced as follows:

"A. The term of this Agreement shall commence and be effective July 1, 2008, and shall remain in full force and effect through to and including June 30, 2019. In any event, County may terminate this Agreement in accordance with the Termination Paragraphs of the Additional Provisions hereunder."

3. Agreement Exhibit B-3, Provisions for Reimbursement, is deleted in its entirety and replaced by Exhibit B-4 attached hereto and incorporated herein by reference. All reference in Agreement to Exhibit B-3 shall be deemed to be references to Exhibit B-4.

4. The Parties acknowledge and agree that none of the financial provisions in the Agreement apply to services provided on or after July 1, 2018.

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services or his authorized delegate and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, on the day, month, and year written above.

COUNTY OF LOS ANGELES

By: [redacted] Kathy K. Hanks
Christina R. Ghaly, M.D.
Acting Director of Health Services

ST. FRANCIS MEDICAL CENTER

By: [redacted]
Signature

Eleanor Ramirez
Printed Name

President | CEO
Title

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By [redacted]
Edward A. Morrissey, Principal Deputy County Counsel

TRAUMA CENTER SERVICE AGREEMENT

EXHIBIT B-4

PROVISIONS FOR REIMBURSEMENT

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TRAUMA CENTER SERVICE AGREEMENT

EXHIBIT B-4

PROVISIONS FOR REIMBURSEMENT

I. OVERVIEW

This Exhibit addresses funding for the fiscal year ended June 30, 2018 (the "Contract Period") for the Los Angeles County trauma hospitals ("Non-County Trauma Hospitals") that are not owned and operated by Los Angeles County (the "County"). The County provides Funding to Non-County Trauma Hospitals for the Contract Period to assure the continuance of emergency care access for Medi-Cal beneficiaries and stabilize the provision of trauma care services in Los Angeles County.

The funding has the following major components:

1. Patient-Based Payments

These payments are described in Sections II and III. They have two components, payments based on the uninsured trauma volume and value of those claims and payments based on pediatric trauma services.

2. Designation Support Payments

These payments are described in Section IV.A. They include two components, payments in support of the Non-County Trauma Hospitals serving as base stations, and payments in support of the Non-County Trauma Hospitals' infrastructure.

3. Add-On Payments

These payments are described in Section IV.B. They are based on various factors such as the trauma patient volume for each hospital, patient acuity, and underinsured utilization, including utilization by Medi-Cal and law enforcement patients. These amounts are then further adjusted for purposes of system stabilization.

The total funding for each hospital receiving funding is $82,695,604.

It is the County's intention that several different revenue sources be used to pay for trauma services under this Agreement. These sources include revenue from Measure B, Maddy EMS Funds and Richie Funds. Further, the County intends that the Agreement be funded, to the extent possible, through additional Medi-Cal payments made pursuant to pg. 51a of Attachment 4.19B of the Medi-Cal State Plan (the "Trauma SPA").

The parties acknowledge that the Trauma SPA effective July 1, 2003, was approved by the United States Department of Health and Human Services, Centers for Medicare and Medicaid Services. The Trauma SPA enables private trauma hospitals in Los Angeles County to receive enhanced Medi-Cal payments, including federal matching funds upon payment by the County of an intergovernmental transfer (IGT) of funds pursuant to Section 14087.3 of the W&IC. Pursuant to the Trauma SPA and

a related interagency agreement between the County and the California Department of Health Care Services ("CDHCS"), the IGT and federal matching funds are distributed among the County-designated private trauma hospitals in a lump sum amount to ensure continued access by Medi-Cal beneficiaries to trauma and emergency room care in the County.

II. ELIGIBLE PATIENT-BASED FUNDING

A. BUDGET ALLOCATION:

1. Patient-Based Allocation Amounts

This Section II is applicable to the Non-County Trauma Hospitals with the exception of Children's Hospital Los Angeles. For the Contract Period, the County has established a budget allocation (the "Budget Allocation") for each such Non-County Trauma Hospital providing medical care to Eligible Patients (as defined below) during the Contract Period. The budget allocations are as follows:

Antelope Valley Hospital	$ 360,201
California Hospital Medical Center	$1,521,340
Cedars-Sinai Medical Center	$ 155,424
Henry Mayo Newhall Memorial Med. Ctr.	$ 124,242
Huntington Memorial Medical Center	$ 586,063
Long Beach Memorial Medical Center	$ 515,013
Northridge Hospital Medical Center	$ 923,943
Pomona Valley Hospital Medical Center	$ 426,358
Providence Holy Cross Medical Center	$1,789,019

Ronald Reagan UCLA Medical Center	$ 323,985
St. Francis Medical Center	$1,491,538
St. Mary Medical Center	$ 218,232
Total Patient Based Funding	**$8,435,358**

The Budget Allocation for each hospital has been determined using the relative dollar value of each Non-County Trauma Hospital's indigent claims for the 2016-17 fiscal year, compared to total value of all claims, with the exception of Pomona Valley Hospital Medical Center. The amount for Pomona Valley Hospital Medical Center was based on the actual value of the indigent claims provided during the four months during 2016-17 fiscal year that it was providing trauma services, and the estimated amount of trauma care that would have been provided had it been a trauma hospital during the other eight months. The value of the claims was determined by applying the rates described in section II.A.2 below to the services delivered. The percentage for each hospital so determined was then applied to the total amount available for patient-based payments. Payments to Non-County Trauma Hospitals of the Budget Allocations described in this section will be made directly by the County (inclusive of the Maddy Funds as defined below) and/or as enhanced Medi-Cal payments from CDHCS as set forth in this Exhibit. Accordingly, these Budget Allocations will be taken into account in the amounts that the County recommends be paid by

CDHCS as enhanced Medi-Cal payments taking into account direct payments the County has made or will make to the hospitals for such allocations.

2. Maddy EMS Funds:

Certain funding is available for hospital care rendered to Eligible Patients (as defined below) by the Non-County Trauma Hospitals, known as "Maddy EMS Funds." As described in II.D of this Exhibit, Contractor is required to submit a claim (an "Eligible Claim") to the County for the hospital care rendered to Eligible Patients within the Contract Period. Based on patient visits and days in such claims, County will use the rates below for emergency department visits and inpatient services up to three days to disburse Maddy EMS Funds to each hospital for the Contract Period. Maddy EMS Funds are included in determining the full funding for the Budget Allocations.

The County will compute the value for each Eligible Claim using the following rates:

$ 6,425	per emergency department visit and assessment. (No such fee will be paid if the patient is admitted to the hospital as an inpatient from the emergency department.)
$12,471	for the first inpatient day; and
$ 5,417	for the second inpatient day; and
$ 4,283	for the third inpatient day; and

$ 4,283 for the fourth inpatient day; and

$ 3,023 for each day thereafter.

To the extent possible, the County will use Maddy EMS Funds to pay the portion of each Non-County Trauma Hospital's Budget Allocation equal to the value of its FY 2016-17 claims for the emergency department visit and assessment where the patient is not admitted to the hospital as an inpatient from the emergency department, and the first three days of an inpatient stay if the patient is admitted, based on the rates above.

B. GENERAL CONDITIONS:

Contractor shall provide Trauma Services, as defined below to Eligible Patients. For purposes of this Exhibit, an "Eligible Patient" is a patient receiving Trauma Services from Contractor, (1) who Contractor determines is unable to pay for the Trauma Services so provided, and (2) for whom there is no third-party coverage, in part or in whole for the Trauma Services provided by Contractor. For purposes of this Exhibit, "third party coverage" or "third party payers" includes, but is not limited to commercial insurance or any program funded in whole or in part by the federal government, and "Trauma Services" refers to all hospital services furnished by the Contractor to a patient who presents to the Contractor, or is classified subsequently during the patient's stay as a Trauma Patient from the time the patient

presents at or is admitted to the Contractor's hospital until the patient is discharged. The term "Trauma Patient" for purposes of this Contract is defined in Exhibit C.

A claim (a "Patient-Based Claim") shall not be submitted to the County hereunder for an Eligible Patient if: (a) the patient has the ability to pay for the service, but refuses or fails to pay for same; or (b) Contractor has failed to submit to any known third-party payer(s) for the patient, an accurate, complete, and timely billing, and for that reason has been denied payment by such payer(s); or (c) for any Trauma Services which is covered in, or the subject of reimbursement in, any other contract between Contractor and County. Subject to the County's review and verification, Contractor will determine and document persons who are Eligible Patients as described in Section II.C below.

County claiming is limited to Trauma Patients without the ability to pay for the services and for whom Contractor, in accordance with Section II.C below, has made a reasonable, good faith effort to determine if there is a responsible private or public third-party source of payment, and Contractor determines that there is no source of payment (including where the Contractor determines there is a potential source of payment which the Contractor reasonably pursues but the Contractor is unable to obtain payment).

During the term of this Agreement, as required by Section 16818 of the Welfare and Institutions Code (W&IC), Contractor shall continue to provide, at the time treatment is sought by a patient at its facility, individual notice of the availability of reduced cost hospital care. Additionally, Contractor shall post, in conspicuous places in its emergency department and patient waiting rooms, notices of the procedures for applying for reduced cost hospital care. The approved "Notice" language is reflected in English in Attachment "B-2" and in Spanish in Attachment "B-3".

C. PATIENT ELIGIBILITY:

For a patient to be an Eligible Patient, Contractor must document that it has made reasonable efforts to secure payment from the patient by billing (at least monthly) for a period of no less than two (2) months after the date of discharge, with a minimum of three (3) billings. Financial notes must clearly indicate that the patient was billed at least three (3) times. Contractor must document that the person cannot afford to pay for the services provided by the Contractor. This documentation must show that the patient's annual income places the patient at or below 200% of the current year Federal Poverty Level. Contractor must also document that payment for the services will not be covered by third-party coverage, including any program funded in whole or in part by

the federal government; and that Contractor has not received payment for any portion of the amount billed.

Contractor will determine and document the patients who are eligible for trauma care coverage hereunder in accordance with the procedures set forth in Attachment "B-1", Trauma Service County Eligibility ("TSCE") Protocol, attached hereto and incorporated herein by reference.

Contractor shall utilize Attachment "B-1.1", Trauma Service County Eligibility ("TSCE") Agreement form as the sole means for determining whether the patient is at or below the 200% of the current year Federal Poverty Level and therefore meets patient's eligibility criteria for trauma care claiming during the term of this Agreement. The TSCE Agreement form must be completed and signed by the patient or the patient's responsible relative(s) at the time it is determined there is not a responsible private or public third-party source of payment and that the patient meets the eligibility requirements. The completed form must be signed and dated by the hospital representative who obtained the information, verifying that the information was obtained from the patient or the patient's responsible relative(s). If a TSCE Agreement form cannot be secured because the patient or the patient's responsible relative(s) is (are) unable to cooperate in providing the necessary financial information, then Attachment "B-1.1", *Hospital Certification of Inability*

to Cooperate form must be completed. If the Inability to Cooperate form is used it should be completed at the initial interaction with the patient or the patient's responsible relative(s). A hospital representative will complete the form, sign and date it and a second hospital representative will verify the information by also signing and dating the form. The original (or electronic scan) of either the *TSCE* or *Inability to Cooperate* form must be maintained by Contractor as part of its financial records. Contractor shall submit a copy of the applicable form to the County Emergency Medical Services (EMS) Agency when submitting a claim to be included in the patient-based claims total as stated in Attachment "B-4", *Instructions for Submission of Claims and Data Collection*.

Documentation to establish that Contractor has complied with the aforementioned patient eligibility requirements must be maintained by Contractor and made available upon request, pursuant to Paragraph 5, of the Additional Provisions Exhibit of this Agreement, to authorized County or State representatives for inspection, audit, and photocopying.

D. CLAIMS SUBMISSION:

Contractor shall submit all Patient-based Claims to the County for Trauma Services to Eligible Patients, for the Contract Period. These claims, subject to the following conditions and subsequent agreements of the parties, will be

used to determine the amount of the Budget Allocation for Contractor for the contract period(s) following the Contract Period.

a) A valid claim shall include a completed Trauma Patient Summary ("TPS") form, found in Attachment "D-2", of Agreement, for each Eligible Patient receiving Trauma Services.

b) In addition to the TPS form, Contractor shall submit the required claim form, (UB04) as well as all required reports as set forth in Attachment "B-4", *Instructions for Submission of Claims and Data Collection*, attached hereto and incorporated herein by reference, to County's Emergency Medical Services Agency, 10100 Pioneer Boulevard, Suite 200, Santa Fe Springs, California 90670, for Trauma Services provided to Eligible Patients under the terms of this Agreement. This information shall be used in determining the next (and possibly subsequent) year's Budget Allocation.

c) Claims submitted to the County shall be limited to the hospital component of Trauma Services provided to Eligible Patients during the term of this Agreement. Inclusion of the claims in the determination of a Contractor's Budget Allocation or funding under this Agreement shall be limited to the claims for which all required data has been included in the Trauma and

Emergency Medicine Information System (TEMIS) and which has been submitted as required by reporting procedures reflected in Attachment "B-4".

d) Claims shall be submitted to County's EMS Agency on an on-going basis once all eligibility requirements have been met and the Contractor has determined that no other source of funding is likely to be available. All Contractor claims for services provided during a County Fiscal Year (FY) (July 1 - June 30) must be received by County no later than the last working day of the first December following the close of the FY. Only claims for which the Contractor has ascertained that no payment will be received should be submitted.

e) To the extent permitted by law, upon submission of claim by Contractor to County for a trauma patient's care, and unless and until the claim is rejected by the County, Contractor assigns and subrogates to County any and all rights to collection as set forth herein, and Contractor shall cease all current and waive all future collection efforts, by itself and by its contractors/agents, to obtain any payment from the patient. At its sole discretion, County and/or County's Contractor may proceed independently against any parties responsible for payment for the Trauma Services to the extent permitted by law. The rights hereby assigned and

subrogated to County under this provision include reimbursement up to the full amount of usual and customary fees (including, for example, billed charges) for patient care and services regardless of any amount the Contractor has received under the TCSA, but only to the extent permitted by law. In the event Contractor is contacted by a third party's representative (e.g., insurance claim adjuster) or a patient's attorney regarding pending litigation concerning a claim that has been assigned to the County hereunder, Contractor shall indicate that the claim is assigned and subrogated to the County and refer such representative to the designated County contact. Contractor shall reasonably cooperate with County in its collection efforts.

f) Contractor shall notify the County, and update the financial status of patient in TEMIS, if Contractor becomes aware of any third-party coverage such as Medi-Cal, Medicare, other government programs, or other health insurance for any claim that the Contractor submitted to be included for purposes of calculating the Budget Allocation. The County has all rights to work with the identified third-party payers to receive any payment due with respect to claims that Contractor has assigned to County, but only to the extent permitted by law.

g) Any and all payments received by Contractor from a Trauma Patient or from third-party payers, including a legal settlement, for a claim previously submitted to and not rejected by the County, must be immediately reported to the County and the payment amount shall be surrendered and remitted to the County since Contractor assigned and subrogated its rights to said claim. Contractor must remit to the County the payment it received within sixty (60) days of receipt of such payment, and must complete and submit a *TRAUMA CENTER PAYMENT SURRENDER FORM* (Attachment B-6) with each surrendered payment.

h) For Trauma Patients admitted to Contractor's facility prior to or on the last day during the term of this Agreement, and remaining in the hospital after that date, reports and claim submission to County shall be made only after the patient has been discharged; the Contractor shall not submit partial or interim billings.

i) All reports and claims shall be completed in such detail and with such attachments as are in accordance with procedures prescribed in writing in Attachment "B-4". Contractor hereby acknowledges receipt of such forms, attachments, and procedures. Contractor and County agree that County may revise such forms, and such procedures and instructions without using a formal

amendment to this Agreement. Such revised forms, procedures and instructions shall be effective at least fifteen (15) calendar days after written notice to Contractor. In the event Contractor submits a timely written objection, Contractor and County will promptly meet and confer in good faith in an effort to resolve their differences. In the event the parties are not able to resolve their differences, Contractor may send a written notice to County within (30) days of the meet and confer session terminating this Agreement. This Agreement shall terminate fifteen (15) days after the date of the written notice, on such other days as the parties shall agree in writing.

E. AUDITING OF RECORDS:

Contractor shall maintain and, upon request, make available to State or County representatives, records containing all of the financial information referenced in this Section, including records of patient and third-party payer payments, all in accordance with Paragraph 5 of the Additional Provisions Exhibit of this Agreement.

a) County may periodically conduct an audit of the Contractor's records pertaining to the Patient-Based Claims for Eligible Patients that are required under this Exhibit. Audits shall be performed in accordance with generally accepted auditing standards. The audit

may be conducted on a statistically random sample of submitted claims for a fiscal year, provided the sampling methodology is statistically valid. The scope of the audit shall include an examination of patient medical and financial records, patient and/or insurance billing records, and collection agency reports associated with the sampled claims.

b) Audited claims that do not comply with requirements in this Agreement shall result in a reduction in the total value of Patient-Based Claims that will be used to determine each trauma hospital's Budget Allocation for the next fiscal year.

For example, if two Patient-Based Claims for the prior fiscal year with a total value of $12,850 were audited and determined not to be in compliance with the program requirements and the Contractor's total value of submitted claims for that prior fiscal year was $150,000, $12,850 would be subtracted from the total value, reducing it to $137,150 which would then be the amount used to determine the Contractor's Budget Allocation for the next fiscal year. The County will notify Contractor of any audit findings. Audit results may be appealed to the EMS Agency Director, or his/her designee.

III. FUNDING FOR PEDIATRIC TRAUMA CENTERS:

The parties acknowledge that Chapter 841 of the Statutes of 2006, authorized the County Board of Supervisors (Board), until December 31, 2008, to elect to levy an additional penalty in the amount of two dollars ($2) for every ten dollars ($10), upon fines, penalties, and forfeitures collected for specific criminal offenses. This authority was subsequently extended to December 31, 2013 by Chapter 288 of the Statutes of 2008. New legislation (SB 191) was chaptered October 5, 2013 and Section 76000.5 of the Government Code was amended extending these provisions through January 1, 2017. In 2016, legislation (SB 867) was again passed amending Section 76000.5 of the Government Code, extending these provisions through January 1, 2027.

The legislation further authorized the Board to utilize fifteen percent (15%) of the funds collected pursuant to these provisions (known as Richie's fund) to provide funding to enhance pediatric trauma services by both publicly and privately owned and operated Pediatric Trauma Centers (PTCs) throughout the County.

FY 2016-17 Richie Fund collections available for allocation to non-County PTCs for FY 2017-18 are $1,028,540. This amount is allocated to PTCs for expansion of pediatric trauma care services as follows:

Cedars-Sinai Medical Center	$ 107,135
Children's Hospital Los Angeles	$ 107,135

Long Beach Memorial Medical Center	$ 107,135
Northridge Hospital Medical Center	$ 600,000
Ronald Reagan UCLA Medical Center	$ 107,135
Total	**$ 1,028,540**

IV. DESIGNATION SUPPORT AND ADD-ONS FUNDING

The funding described in this Section IV is in addition to the funding described in Section II and III of this Exhibit.

A. BASE HOSPITAL SERVICES AND INFRASTRUCTURE

To account for the special costs incurred for those private trauma hospitals providing base and trauma hospital services and to ensure the continued access by Medi-Cal beneficiaries to emergency rooms and emergency room care in the County by maintaining efficient prehospital transport of all patients to the most appropriate emergency room, the County will recommend to the State that it make an aggregate supplemental payment in the amount of $700,000 for base station and $1,200,000 for infrastructure to each private Non-County Trauma Hospital pursuant to the Trauma SPA, with the exception of Children's Hospital Los Angeles. Children's Hospital Los Angeles will receive a supplemental infrastructure payment in the amount of $1,200,000 but will not receive a supple-

mental base station payment because it does not provide base hospital services.

As public hospitals, Ronald Reagan UCLA Medical Center ("UCLA") and Antelope Valley Hospital ("Antelope") may not receive these supplemental Medi-Cal payments under the State Plan. Accordingly, the County will directly pay each of those hospitals the amount of $700,000 for base station support and $1,200,000 for infrastructure support at or about the same time as County makes its IGT payment to the State. In the event the County makes its IGT payment to the State in multiple installments, the County will make the base station and infrastructure supplemental payments to UCLA and Antelope in the same number of installments.

B. EMERGENCY CARE ACCESS FOR MEDI-CAL BENEFICIARIES (ADD-ONS)

Except for UCLA and Antelope, it is the intent of the County, and the County shall recommend to the State, that supplemental "add-on payments" be paid to each private Non-County Trauma Hospital in the amounts set forth in this section IV.B, which include both funding from the County's IGT and federal matching funds. Such payment shall be made pursuant to a separate agreement between the trauma hospital and the State or its intermediary, subject to the limitations set forth in

the Trauma SPA. The County will make the add-on supplemental payments for UCLA and Antelope.

The add-on supplemental payment amounts are as follows:

Antelope Valley Hospital	$ 2,459,009
California Hospital Medical Center	$ 8,552,944
Cedars-Sinai Medical Center	$ 4,625,953
Children's Hospital Los Angeles	$ 2,244,032
Henry Mayo Newhall Memorial Med. Ctr.	$1,596,832
Huntington Memorial Medical Center	$ 2,599,617
Long Beach Memorial Medical Center	$ 4,578,702
Northridge Hospital Medical Center	$ 2,603,200
Pomona Valley Hospital Medical Center	$ 3,340,706
Providence Holy Cross Medical Center	$ 5,444,965
Ronald Reagan UCLA Medical Center	$ 2,570,996
St. Francis Medical Center	$ 6,483,600
St. Mary Medical Center	$ 2,131,150
Total	**$49,231,706**

C. Payment Limit

Contractor acknowledges that the amounts payable under the Trauma SPA are limited to the uncompensated costs of providing outpatient hospital services of all eligible private trauma hospitals in Los Angeles County and are also limited by the State's upper payment limit, as established in 42 C.F.R. Section 447.321. To the

extent that either or both limits preclude the State from paying all of the aggregate amounts set forth below, the amount to be recommended by the County for each private trauma hospital shall be reduced by the same percentage as the percentage of total allowable supplemental payments under the Trauma SPA is to total recommended supplemental Medi-Cal payments under the Trauma SPA to all private trauma hospitals.

V. POTENTIAL IGT FOR FEDERAL MATCHING FUNDS:

As discussed in Section IV, the County intends that the Designation Support payments, Add-On Payments, and certain patient-based payments to the private Non-County Trauma Hospitals be made as Medi-Cal payments in accordance with the Trauma SPA. Unless CDHCS rejects this payment approach, the County will transfer the non-federal share of such funds to CDHCS in one or more IGTs. The amount of the payments to the private Non-County Trauma Hospitals will be the amounts set forth in Sections II, IV.A and IV.B above, including both the non-federal share funded by the IGT(s) and matching federal funds. All funding shall be used first to pay the amount of the Budget Allocation, then any amounts due under Section IV.A and then Section IV.B.

The parties acknowledge and agree that some or all of the IGT which the County intends to make to effectuate the provisions of this Agreement may not be capable of drawing

down federal matching funds under the SPA. To the extent that is true, the parties agree that the County shall have no obligation to make an IGT of such amounts and shall instead provide such funds directly to the private Non-County Trauma Hospitals. The amount of such direct payments shall be the amounts set forth in Section IV (A) and (B) that are not paid under the Trauma SPA multiplied by fifty percent (50%). To the extent that Non-County Trauma Hospitals receive the full amounts set forth in Section IV (A) and (B), County has no obligation to make further direct payments, even if not all of the funds set aside for use as an IGT are ultimately used for that purpose.

The total amount of the IGT that the County intends to make shall be $34.5 million.

VI. TOTAL MAXIMUM PAYMENTS

The total maximum payments that each Non-County Trauma Hospital may receive, either directly from the County, or from the State of California as additional Medi-Cal payments under the Trauma SPA (which includes the amounts of IGTs made by the County and federal matching funds), and subject to the limitations and conditions as described in this Agreement, shall be as follows:

Antelope Valley Hospital	$ 4,719,210
California Hospital Medical Center	$11,974,284
Cedars-Sinai Medical Center	$ 6,788,512

Children's Hospital Los Angeles	$ 3,551,167
Henry Mayo Newhall Memorial Med. Ctr.	$ 3,621,074
Huntington Memorial Medical Center	$ 5,085,680
Long Beach Memorial Medical Center	$ 7,100,850
Northridge Hospital Medical Center	$ 6,027,143
Pomona Valley Hospital Medical Center	$ 5,667,064
Providence Holy Cross Medical Center	$ 9,133,984
Ronald Reagan UCLA Medical Center	$ 4,902,116
St. Francis Medical Center	$ 9,875,138
St. Mary Medical Center	$ 4,249,382
Total	**$ 82,695,604**

Each non-County Trauma Hospital will be paid the above amounts through a combination of direct payments by the County or Medi-Cal payments under the Trauma SPA except for UCLA and Antelope which shall receive only funds from the County. Payments may be reduced to the extent amounts anticipated to be paid as Medi-Cal funds through the Trauma SPA cannot be paid in that manner, in which case the County will make direct payments of the non-federal share of such payments, up to, but not exceeding the amount of the IGT set forth above, less the amount used to fund the Medi-Cal payments which were actually made.

VI. EFFECTIVE DATES

The provisions of this Exhibit B-4 shall only apply to trauma services provided on or after July 1, 2017 and before July 1, 2018.

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HOSPITAL AFFILIATION AGREEMENT
FOR PARAMEDIC TRAINING INSTITUTE STUDENTS

THIS AGREEMENT is entered into this 1st day of October, 2001, in the State of California by and between Saint Francis Medical Center - (clinical training facility) hereinafter referred to as "AFFILIATE", and **EL CAMINO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "DISTRICT."

WITNESSETH:

WHEREAS, the DISTRICT operates a program which provides a curriculum for the education of paramedic students; and,

WHEREAS, the AFFILIATE is willing, under specific conditions, to allow the DISTRICT to utilize the facilities of the AFFILIATE for clinical and/or other learning experiences of students enrolled in the Clinical Training;

NOW, THEREFORE IT IS AGREED AS FOLLOWS:

1. PERIOD OF AGREEMENT. This Agreement shall become effective July 1, 1998, and shall remain in effect until canceled or amended by either party. Written notice of such termination to the other shall be made in not less than forty-five (45) calendar days before the effective date of such termination and which would not interrupt completion of a student assignment in treatment progress at the AFFILIATE's training location.

GENERAL RESPONSIBILITIES:

2. **STUDENT UNIFORMS**. Students shall wear professional clothing as designated by the paramedic training program.

3. **RULES AND REGULATIONS**. Students shall be subject to the rules and regulations of AFFILIATE and DISTRICT.

4. **COMPENSATION**. Neither party of this Agreement shall be obligated to pay any monetary compensation to the other or to any student.

5. **AFFIRMATIVE ACTION**. In accordance with the prevailing commitment to affirmative action, neither party in this Agreement shall employ discriminatory practices in its performance hereunder on the AGREEMENT basis of ethnicity, religion, sexual identity, national origin, ancestry, age, or physical handicap.

6. **GOVERNING LAW**. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

DISTRICT RESPONSIBILITIES:

7. STUDENT SELECTION. DISTRICT shall be responsible for the selection, testing, placement and/or removal, and final grading of each student placed with the AFFILIATE.

8. HEALTH CERTIFICATION. The DISTRICT agrees to place students who fulfill the DISTRICT's health and vaccination requirements. The DISTRICT shall disseminate any additional AFFILIATE's health requirements (e.g. TB testing) to any student participant under this Agreement, and shall advise student that compliance with such requirements is required for participation in the program at the AFFILIATE's location. Any exception shall be discussed with AFFILIATE before placement of the student, in order to secure the AFFILIATE's approval and acceptance of the student.

9. REQUIRED INSTRUCTION. DISTRICT shall provide instruction required in the program unless in specific instances other provisions are made and are mutually satisfactory to the DISTRICT and the AFFILIATE. DISTRICT shall offer paramedic education programs approved by the County of Los Angeles and the Community College Accrediting Agency (Western Association of Schools and Colleges/WASC). DISTRICT shall provide an orientation to the hospital setting that meets Joint Commission on Accreditation of Healthcare Organizations requirements for students in the clinical setting (See attachment I).

10. COURSE OBJECTIVES. DISTRICT shall initiate the development of mutually acceptable practical instruction plans for using the AFFILIATE's clinical areas to meet the DISTRICT's educational goals. These plans will be made available to the AFFILIATE and mutually agreed upon prior to the start of Agreement and subject to revision in instances of conflict with AFFILIATE patient care responsibilities and/or the DISTRICT's interests.

11. REQUIRED ACADEMIC RECORDS. DISTRICT shall maintain all academic records of students participating in the program pursuant to this Agreement.

12. STUDENT SCHEDULES. DISTRICT shall determine the required number of hours of clinical experience for paramedic students. The selection of time and days for individual students shall be made by the training program in concurrence with appropriate DISTRICT and AFFILIATE personnel. All plans for observation and/or clinical experience shall be subject to the approval of AFFILIATE.

13. AFFILIATE/DISTRICT MEETINGS. DISTRICT will schedule meetings, as needed, with appropriate AFFILIATE staff to interpret, discuss and evaluate the education program and clinical experience.

DISTRICT RESPONSIBILITIES, continued

14. **INDEMNIFICATION**. DISTRICT agrees to indemnify, save harmless, and at the AFFILIATE's request, defend the AFFILIATE, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon AFFILIATE because of bodily injury, death of any person or on account of damages to property, including the loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due in proportion and to the extent from negligence of the DISTRICT, its agents, employees or students.

15. **INSURANCE**. During the term of this Agreement, the DISTRICT will carry insurance for comprehensive general liability and professional liability insurance, each for no less than $1,000,000 per occurrence, with an aggregate of $3,000,000. DISTRICT will provide AFFILIATE with a Certificate of Insurance showing such coverage upon the execution of this Agreement.

AFFILIATE RESPONSIBILITIES

16. **PATIENT CARE**. AFFILIATE shall retain ultimate control and responsibility for supervision of patient care.

17. **EDUCATION**. AFFILIATE shall provide such clinical experience and observational opportunities as are of educational value. AFFILIATE shall designate an appropriate staff member who will function as a Preceptor, and who will be responsible for working with the designated school faculty for implementing the training experience. AFFILIATE staff member shall be briefed on student practices and expectations. AFFILIATE shall determine the number of students which it can accommodate during a given period of time. However, no more than two (2) students shall be assigned to a Preceptor.

18. **FACILITIES**.

    18a. AFFILIATE shall permit the use of parking and cafeteria facilities by paramedic students.

    18b. AFFILIATE agrees to provide adequate clinical space for the training of students in the EMT/Paramedic Program.

    18c. AFFILIATE shall allow Paramedic instructional staff to make periodic visits to evaluate student performance.

AFFILIATE RESPONSIBILITIES, continued

19. HEALTH CARE. AFFILIATE shall provide first-aid to paramedic students needing such care, but shall not be obligated to furnish any other medical or surgical services to any paramedic student. The AFFILIATE may, upon request, require that any paramedic student returning from an absence caused by illness or injury be cleared by the DISTRICT.

20. STAFF. AFFILIATE shall not decrease the normal number of its staff as a result of the assignment of paramedic students.

21. DISCONTINUANCE OF STUDENT ASSIGNMENT. AFFILIATE may, at any time, recommend the discontinuance of the assignment of a paramedic student. DISTRICT will make every effort to promptly comply with such request; if DISTRICT disagrees with AFFILIATE's request to discontinue a particular student assignment, the subject student shall not participate at AFFILIATE's location until DISTRICT and AFFILIATE representatives have met to discuss AFFILIATE's request, and the basis therefor.

22. INDEMNIFICATION. AFFILIATE agrees to indemnify, save harmless, and at the DISTRICT's request, defend the DISTRICT, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon DISTRICT because of bodily injury, death of any person or on account of damages to property, including the loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due in proportion and to the extent from negligence of the AFFILIATE, its agents, employees or students.

23. INSURANCE. During the term of this Agreement, the AFFILIATE shall carry insurance for insuring against the perils of bodily injury, personal injury, malpractice, property damage and including a contractual liability endorsement, for no less than $1,000,000 per occurrence, with an aggregate of $3,000,000. Upon request by the DISTRICT, AFFILIATE will provide a Certificate of Insurance showing evidence of coverage in the amounts and for the perils listed above, upon the execution of this Agreement.

24. COMMUNICATION. Correspondence concerning this Agreement and communications between the parties shall be through the following persons:

A. DISTRICT Janet Clarke, Director of

Purchasing & Business Services
El Camino Comm. Coll. District
16007 Crenshaw Blvd.
Torrance, CA 90506
(310) 660-3374 / FAX (310) 660-3378

AFFILIATE RESPONSIBILITIES, continued
COMMUNICATION, continued:

B AFFILIATE CONTRACTOR

County of Los Angeles (P.T.I.)
Att: Ms. Carol Gunter
313 N. Figueroa St., Sixth Floor E.
Los Angeles, CA 90012
(213) 240-7987

C. AFFILIATE

Program matters

Contact: MARGIE CHIDLEY RN
Title: PCC
Org. Name: St. FRANCIS MED CTR
Address: 3630 E. Imperial Hwy
Lynwood, CA
Phone/FAX 310-900-4535

Contract matters

Contact: LINDA JACKON RN, MS
Title: VP Pt. Care
Org. Name: St. FRANCIS MED CTR
Address: 3630 E. Imperial Hwy
Lynwood, CA
Phone/FAX 310-900-7310

If applicable, a copy of any correspondence shall be sent at the same time and in the same manner to:

Contact: _____
Title: _____
Org. Name: _____
Address: _____
_____
Phone/FAX _____

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto on the dates indicated below:

EL CAMINO COMMUNITY
COLLEGE DISTRICT ("DISTRICT")

By [redacted]
Janet Clarke

Title Director of Purchasing,
& Business Services

Date 10/24/01

[redacted] ("AFFILIATE")

By [redacted]

Title PRESIDENT

Date 10/1/01

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Agreement No. 2974

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND

SETON MEDICAL CENTER / SETON COASTSIDE MEDICAL CENTER

This Agreement is entered into this 1st day of September, 2017, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and SETON MEDICAL CENTER / SETON COASTSIDE MEDICAL CENTER, hereinafter collectively called "Contractor." Contractor is affiliated with Verity Health System of California, Inc. ("**Verity**").

RECITALS* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, the County has been awarded Hospital Preparedness Program ("HPP") grant funds to support the ability of hospitals and health care systems to prepare for and respond to health emergencies; and

Whereas, the County has established Health Care Coalitions ("Coalitions") with hospitals, clinics, skilled nursing facilities, local health departments, local emergency medical service agencies, mental health facilities, community service agencies and stakeholders for this purpose; and

Whereas, these Coalitions are required to plan, train, drill and exercise throughout the grant year; and

Whereas, HPP grant funds, when available, may be used to assist Coalition members with certain costs for such activities; and

Whereas, it is necessary and desirable that the Contractor be retained to participate in activities hereto described, to enhance health system disaster response, mitigation and recovery.

Now, therefore, it is agreed by the parties to this Agreement as follows:

AGREEMENT

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed SEVENTY-TWO THOUSAND FIVE HUNDRED DOLLARS ($72,500). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 1, 2017, through August 31, 2022.

5. Termination

This Agreement may be terminated by Contractor or by the Chief of San Mateo County Health System or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five (5) business days after receipt of such notice to respond and a total of ten (10) calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. **Hold Harmless**

a. **General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. **Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. **Insurance**

a. **General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability... $1,000,000

(b) Motor Vehicle Liability Insurance... $1,000,000

(c) Professional Liability..... $1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to HIPAA and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law

or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will perform services in accordance with the Essential Characteristics of the Verity Health System of California, Inc. Corporate Responsibility Program and Standards of Conduct.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past three hundred and sixty-five (365) days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past three hundred and sixty-five (365) days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within thirty (30) days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

i. termination of this Agreement;
ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to three (3) years;
iii. liquidated damages of two thousand, five hundred dollars ($2,500.00) per violation; and/or
iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than 5 (five) days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars ($100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any

nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title:	Shruti Dhapodkar, M.D., Health Emergency Preparedness Unit Manager
Address:	801 Gateway Blvd, Ste. 200, South San Francisco, CA 94080
Telephone:	(650) 573-3798
Facsimile:	(650) 573-2029
Email:	sdhapodkar@smcgov.org

In the case of Contractor, to:

Name/Title:	John Ferrelli, President and Chief Executive Officer
Address:	1900 Sullivan Avenue, Daly City, CA 94015
Telephone:	(650) 992 4000
Email:	JohnFerrelli@verity.org

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:

[redacted]
Contractor Signature

10-18-17
Date

SETON MEDICAL CENTER
Contractor Name (please print)

For County:

[redacted]
Purchasing Agent Signature
(Department Head or **Authorized** Designee)
County of San Mateo

11/4/2017
Date

Nancy Lapolla, MPH
Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee)
County of San Mateo

Director, San Mateo County EMS Agency
Purchasing Agent or **Authorized** Designee
Job Title (please print)
County of San Mateo

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

1. Contractor shall purchase equipment, contract for services, or otherwise expend funds as authorized by the County pursuant to the California Department of Public Health ("CDPH") Cooperative Agreement for the Health and Human Services Hospital Preparedness Program requirements for the affected period.

2. All purchases must be pre-approved in writing by the County prior to Contractor initiating purchase process.

3. This agreement shall span the following the following Hospital Preparedness Program grant period: September 1, 2017 to August 31, 2022.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. Send invoices either electronically to krose@smcgov.org or via mail to:
   San Mateo County EMS Agency
   Attn: Kevin Rose, Emergency Preparedness Specialist
   801 Gateway Blvd, Ste. 200
   South San Francisco, CA 94080

2. Any invoices for expenses incurred before June 30th of a given year must be received by the county by July 1st of that year.

3. The County will reimburse the Contractor within thirty (30) days of approval of invoice with all necessary documentation as determined by the County, or whenever such funding becomes available through CDPH.

4. Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

5. County shall have the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.

   All invoices must include the following language and a signature:

   Under the penalty of perjury under the laws of the State of California, I hereby certify that this invoice of services complies with all terms and conditions referenced in the Agreement with San Mateo County.

   Signature [redacted], *Date* 10-18-17

   Title CEO, *Agency* _____

6. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less that the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.

7. In no event shall the County's total fiscal obligation under this Agreement, exceed FOURTEEN THOUSAND FIVE HUNDRED DOLLARS ($14,500) for any fiscal year of the five year term: September 1, 2017 – August 31, 2018, September 1, 2018 – August 31, 2019, September 1, 2019 – August 31, 2020, September 1, 2020 – August 31, 2021, September 1, 2021 – August 31, 2022.

In any event, the amount paid to the Contractor for services rendered shall not exceed SEVENTY-TWO THOUSAND, FIVE HUNDRED DOLLARS ($72,500) for the term of the agreement.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

☐ a. Employs fewer than 15 persons.

☐ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:	
Name of Contractor(s):	
Street Address or P.O. Box:	
City, State, Zip Code:	

I certify that the above information is complete and correct to the best of my knowledge

Signature:	[redacted]
Title of Authorized Official:	CEO
Date:	10-18-17

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

1M

Agreement No. 62050-17-D003

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SETON MEDICAL CENTER

This Agreement is entered into this first day of November, 2016, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Seton Medical Center, hereinafter called "HOSPITAL."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent HOSPITALs for the furnishing of such services to or for County or any Department thereof; and

Whereas, COUNTY has implemented a ST Segment Elevation Myocardial Infarction (STEMI) Care System of care for patients with STEMI; and

Whereas, COUNTY wishes to assure the highest quality of care by directing STEMI patients, as define below, to facilities committed to meeting STEMI Receiving Center (SRC) standards; and

Whereas, COUNTY has found the HOSPITAL meets COUNTY SRC standards; and

Whereas, HOSPITAL is willing to accept designation as a SRC; and

Whereas HOSPITAL by virtue of the parties' execution of this Agreement, will be designated by COUNTY as a SRC under the terms of the Agreement;

Now, therefore, It is agreed by the parties to this Agreement as follows: In consideration of the recitals and the mutual obligations of the parties expressed herein, both COUNTY and HOSPITAL do hereby expressly agree as follows

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Facilities – 9 – STEMI System Receiving Center Standards and Designation
Attachment I—§ 504 Compliance

2. Services to be performed by HOSPITAL

Hospital shall perform services for COUNTY In accordance with the terms, conditions, and specifications set for herein.

3. Payments

In consideration of the services provided by HOSPITAL in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, HOSPITAL shall make payment to COUNTY based on the rates and In the manner specified in Exhibit B. HOSPITAL shall pay COUNTY an annual fee for TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) for the STEMI Receiving Center Designation

for a maximum obligation of SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00) over the term of the contract. The fee shall be used to pay COUNTY costs of administering and evaluating the STEMI Care System, updating and enhancing the data collection system, and providing public information/outreach education. The fee shall be paid annually in full within thirty calendar days once SMC-EMSA invoice is received. In the event of the early termination of this contract by the COUNTY, a prorated amount of the annual fee paid by HOSPITAL for that year will be returned within 45 days of termination. The fee is not otherwise refundable in whole or in part.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 1, 2016, through October 31, 2019.

5. Termination

This Agreement may be terminated by HOSPITAL or by the Chief of San Mateo Health System or his/her designee at any time without a requirement of good cause upon ninety (90) days' advance written notice to the other party.

COUNTY may terminate this Agreement for cause. To terminate for cause, COUNTY must first give HOSPITAL written notice of the alleged breach, , upon the occurrence of any one or more of the following events, and is subject to HOSPITAL's opportunity to correct the underlying breach issues as set forth in item 6 below:

a. Any material breach of this Agreement by HOSPITAL:

b. Any violation by HOSPITAL of any applicable laws, regulations, or local ordinances;

c. Any failure to provide timely surgical and non-surgical physician coverage for STEMI patients, causing unnecessary risk of mortality and/or morbidity for STEMI patients;

d. Submission by HOSPITAL to COUNTY of reports or information that HOSPITAL knows or should know are incorrect in any material respect;

e. Any failure by HOSPITAL to comply with STEMI Receiving Center Standards;

f. Loss or suspension of licensure as an acute care hospital or loss or suspension of any existing or future special permits (Cardiac Catheterization Lab, Cardiovascular Surgery Service) issued by state or federal agencies necessary for the provision of the services provided by HOSPITAL under the terms of this Agreement.

g. Any failure to comply with a plan of correction related to a breach of any term of this Agreement imposed by COUNTY;

h. Any failure to remedy HOSPITAL's diversion of ambulances transporting STEMI patients intended for HOSPITAL; and

i. Repeated failure to submit specified reports, STEMI Information System data, or other information required under this Agreement.

6. Opportunity to Cure

Prior to the exercise of COUNTY right to terminate for cause, COUNTY shall give HOSPITAL at least thirty (30) days written notice (hereinafter "Correction Period") specifying in reasonable detail the grounds for termination and all deficiencies requiring correction. COUNTY may shorten the Correction Period to immediate termination if COUNTY determines that HOSPITAL's action or inaction has seriously threatened, or will seriously threaten, public health and safety. If HOSPITAL has not remedied each deficiency prior to the end of the Correction Period to the satisfaction of COUNTY, or COUNTY has not approved a plan of correction within the Correction Period, COUNTY may terminate this Agreement upon written notice to HOSPITAL, specifying the effective date of termination. No opportunity to cure is required prior to COUNTY termination of this Agreement for failure by HOSPITAL to complete any plan of correction imposed by COUNTY.

7. Relationship of Parties

HOSPITAL agrees and understands that the work/services performed under this Agreement are performed as an independent HOSPITAL and not as an employee of County and that neither HOSPITAL nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

HOSPITAL shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of HOSPITAL under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including HOSPITAL or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from HOSPITAL's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, HOSPITAL's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of HOSPITAL to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

HOSPITAL shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by HOSPITAL under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice. Documentation of written agreements to provide cardiac surgery and transportation to facilities for cardiac

surgery for hospitals that do not have this service on site will be demonstrated during the STEMI Receiving Center Standards review.

10. Insurance

a. General Requirements

HOSPITAL shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and HOSPITAL shall use diligence to obtain such insurance and to obtain such approval. HOSPITAL shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending HOSPITAL's coverage to include the contractual liability assumed by HOSPITAL pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

HOSPITAL shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, HOSPITAL certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

HOSPITAL shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect HOSPITAL and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from HOSPITAL's operations under this Agreement, whether such operations be by HOSPITAL, any HOSPITAL, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability...	$1,000,000
(b) Motor Vehicle Liability Insurance...	$1,000,000
(c) Professional Liability.....	$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of

liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by HOSPITAL pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

HOSPITAL will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

HOSPITAL shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. HOSPITAL's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

HOSPITAL shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to HOSPITALs who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

HOSPITAL shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the HOSPITAL's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and HOSPITAL and any subHOSPITAL shall abide by the requirements of 41 C.F.R. 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime HOSPITALs and subHOSPITALs to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

HOSPITAL certifies that no finding of discrimination has been issued in the past 365 days against HOSPITAL by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against HOSPITAL within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, HOSPITAL shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

HOSPITAL shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified HOSPITAL that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the HOSPITAL to penalties, to be determined by the County Manager, including but not limited to the following:

i. termination of this Agreement;
ii. disqualification of the HOSPITAL from being considered for or being awarded a County contract for a period of up to 3 years;
iii. liquidated damages of $2,500 per violation; and/or
iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to HOSPITAL under this Agreement or any other agreement between HOSPITAL and County.

13. Compliance with County Employee Jury Service Ordinance

HOSPITAL shall comply with Chapter 2.85 of the County's Ordinance Code, which states that HOSPITAL shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the HOSPITAL, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with HOSPITAL or that the HOSPITAL may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, HOSPITAL certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if HOSPITAL has no employees in San Mateo County, it is sufficient for HOSPITAL to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, HOSPITAL certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, HOSPITAL shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars ($100,000), but HOSPITAL acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

HOSPITAL shall maintain patient care, revenue, and expenditure data during the term of this Agreement and for a period of seven (7) years from the termination of this Agreement and for a period of seven (7) years from the termination of this Agreement or until all claims, if any, have been resolved, whichever period is longer, or longer is otherwise required by law for the provisions of this Agreement. Such records shall be maintained in such a fashion as to be able to separately identify STEMI patients from all other patients.

COUNTY and its authorized representatives shall be entitled to monitor, assess, and evaluate HOSPITAL's performance pursuant to this Agreement. To the extent permitted by law, such monitoring, assessments, or evaluations shall include, but not limited to, audits, inspection of premises, review of reports, review of patient records, and interviews of HOSPITAL's staff and STEMI program participants, so long as such activities do not interfere with the provision of patient care and hospital operations; and, any on-site activities are scheduled at least one (1) week in advance and at a time that is mutually convenient for both parties. At a mutually convenient to which the parties agree in advance, during normal business hours, as often as COUNTY may deem necessary, and to the extent permitted by law, HOSPITAL shall make available to COUNTY, upon COUNTY request, all of HOSPITAL's records with respect to HOSPITAL's performance under this Agreement.

HOSPITAL may, at its discretion, as may be reasonably requested by COUNTY, participate in evaluations and/or research designed to show the effectiveness of the STEMI response and shall submit reports and materials on its STEMI services as reasonably requested by COUNTY. These reports, evaluations and studies shall be used by COUNTY to analyze and generate aggregate statistical reports on the Comprehensive Cardiac Care System for STEMI.

HOSPITAL agrees to participate and enter data in COUNTY data system for each STEMI patient received to help in the assessment of the overall STEMI system of care in a manner that is mutually agreed upon by the parties. COUNTY represents and warrants that the data system complies with all California and Federal laws related to security of patient medical records and to patient privacy.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title:	Nancy Lapolla, MPH, EMS Agency Director
Address:	San Mateo County EMS Agency 801 Gateway Blvd, Ste. 200 South San Francisco, CA 94080
Telephone:	(650) 573-2579
Facsimile:	(650) 573-2029
Email:	nlapolla@smcgov.org

In the case of HOSPITAL, to:

Name/Title:	John Ferrelli, FACHE President and Chief Executive Office

Address:	Seton Medical Center 1900 Sullivan Avenue Daly City, CA 94015
Telephone:	(650) 991-6491
Email:	johnferrelli@verity.org

18. Electronic Signature

Both County and HOSPITAL wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

HOSPITAL bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at HOSPITAL's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For HOSPITAL:

[redacted]
HOSPITAL Signature

12/20/16
Date

SETON MEDICAL CENTER
HOSPITAL Name (please print)

For County:

[redacted]
Purchasing Agent Signature
(Department Head or
Authorized Designee)
County of San Mateo

Jan 5 2017
Date

Nancy Lapolla, MPH
Purchasing Agent Name (please print)
(Department Head or Authorized Designee)
County of San Mateo

Director, San Mateo County EMS Agency
Purchasing Agent or Authorized Designee
Job Title (please print)
County of San Mateo

Exhibit A

In consideration of the payments set forth in Exhibit B, HOSPITAL shall provide the following services:

I. Definitions for the purposes of this agreement:

a. "EMS Agency" means the San Mateo County Emergency Medical Services Agency (SMC-EMSA).

b. "STEMI Patient" means a person who has an identified ST Segment Elevation Myocardial Infarction (STEMI) as evaluated by prehospital, physician, nursing or other clinical personnel according to the policies and procedures established by the EMS Agency, as may be amended from time to time, and been found to require STEMI Receiving Center services.

c. "STEMI Care System" means an integrated prehospital and hospital program that is intended to direct patients with field or Referral Hospital identified STEMI directly to hospitals with specialized capabilities to promptly treat these patients

d. "STEMI Receiving Center" or "SRC" means a licensed general acute care hospital with a special permit for a cardiac catheterization laboratory from the California Department of Public Health (CDPF) and designated as a SRC by San Mateo County.

e. "STEMI Receiving Center Standards" means the standards applicable to SRC set forth in the attached SMC-EMS policy Facilities -9 included as part of this Agreement. SMC-EMSA policies and procedures, as may be amended from time to time in consultation of HOSPITAL through HOSPITAL's participation at STEMI QI Committee. A copy of the STEMI Standards and the SMC-EMSA STEMI policies and procedures will be provided to the SRC's.

f. "STEMI Receiving Center Services" means the customary and appropriate hospital and physician services provided by a SRC to STEMI patients, which, at a minimum, meet SRC Standards.

g. "STEMI Referral Hospital" or "SRH" means a licensed general acute care hospital which does not meet SRC Standards, but facilitates the transport of STEMI patients to designated SRC's for appropriate care.

h. "STEMI Quality Improvement Committee" means the multi-disciplinary peer-review committee, comprised of representatives from the STEMI Receiving Centers (SRC), STEMI Referral Hospitals (SRH) and other professionals designated by the SMC-EMSA, which audits the STEMI Care System, makes recommendations for system improvements, and functions in an advisory capacity on other STEMI and cardiac care system issues. Committee members designated by the SMC-EMSA may include, but are not limited to, SRC medical directors and program managers, representatives from SRH, interventional and non-interventional cardiologists, emergency medicine sub-specialists, and representatives from ground and air emergency medical services providers.

i. "STEMI Information System" means the computer information system maintained by each SRC which captures the presentation, diagnostic, treatment and outcome data sets required

by COUNTY and the SRC Standards.

j. "PCR Viewer" a proprietary product furnished at no cost by American Medical Response which allows the receiving hospital to view and obtain a copy of the prehospital patient care record for the STEMI patient.

k. "CARES" means a Cardiac Arrest Registry to Enhance Survival

II. Obligations of HOSPITAL:

a. HOSPITAL shall provide all services, equipment and personnel including maintenance of adequate staffing levels, equipment, and facilities according to STEMI designation criteria which are described in SMC-EMSA policy Facilities-9 and included as part of this agreement.

b. Accept all San Mateo County EMS patients triaged as having a suspected STEMI transported or "come" to HOSPITAL's facility and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay. For the purpose of this Agreement, the phrase "comes to the emergency department" shall have the same meaning as set forth in the Emergency Medical Treatment and Active Labor Act (42 U.S.C § 1395dd) and the regulations promulgated there under (EMTALA).

c. HOSPITAL acknowledges that SMC-EMSA makes no representation, does not guarantee that STEMI Patients will be delivered or diverted to HOSPITAL for care and cannot assure that a minimum number of STEMI Patients will be delivered to HOSPITAL during the term of this Agreement.

d. Any transfer of a STEMI Patient by HOSPITAL must be in accordance with EMTALA.

e. HOSPITAL shall comply with SRC Standards described in SMC-EMSA Facilities-9 (STEMI Receiving Center Standards and Designation). Exhibit B, which is attached and incorporated into this Agreement. HOSPITAL shall monitor compliance with SRC Standards on a regular and ongoing basis. Documentation of such efforts shall be made available to the SMC-EMSA upon request.

f. HOSPITAL shall notify the SMC-EMSA, in writing, within twenty-four (24) hours of any failure to meet SRC Standards, and take corrective action within a reasonable period of time to correct the failure.

g. HOSPITAL shall immediately notify the SMC-EMSA of any circumstances that will prevent HOSPITAL from providing SRC services.

h. HOSPITAL shall comply with any SMC-EMSA plan of correction, regarding any identified failure to meet SRC Standards, within the timeframes established by the SMC-EMSA.

i. HOSPITAL shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with ems personnel, community physicians and other providers regarding care and transfer of STEMI Patients.

j. HOSPITAL shall actively and cooperatively participate as a member of the Continuous Quality Improvement Program, and such other related committees that may, from time to time, be named and organized by the SMC-EMSA.

k. HOSPITAL shall submit STEMI Information System data and CARES data to the SMC-EMSA

in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established between SMC-EMSA and HOSPITAL, for the purposes of continuous quality improvement and training to enhance the level of care.

l. HOSPITAL shall, at a minimum, collect and maintain the data specified in the STEMI Receiving Center Standards identified in SMC-EMSA policy Facilities-9, unless additional data points are adopted by the STEMI Quality Improvement Committee.

m. Hospital shall allow and maintain access to the electronic prehospital patient care record via a secure link to PCR Viewer provided by American Medical Response, under contract with the SMC-EMSA.

III. Obligations of the San Mateo County EMS Agency (SMC-EMSA)

a. The SMC-EMSA shall meet and consult with HOSPITAL prior to the adoption of any policy or procedure that concerns the administration of the STEMI Care System, STEMI public education efforts, or the triage, transport, and treatment of STEMI Patients through the HOSPITAL's participation on the STEMI Quality Improvement Committee.

b. The SMC-EMSA will provide, or cause to be provided to HOSPITAL and/or the STEMI Quality Improvement Committee, prehospital system data related to STEMI care.

c. The SMC-EMSA will strive to optimize the overall effectiveness of the STEMI Care System and its individual components through the development of performance measures for each component and for the system function as a whole (both process and outcomes measures) and by employing continuous quality improvement strategies and collaboration with stakeholders.

d. The SMC-EMSA will update and maintain the STEMI Information System, that requires minimum data duplication and well work with HOSPITAL to explore methods to establish bidirectional automated data submission process, as well as, provide appropriate training and/or training documents for its operation and use.

Exhibit B

In consideration of the services provided by County described in Exhibit A and subject to the terms of the Agreement, HOSPITAL shall pay COUNTY based on the following fee schedule and terms:

HOSPITAL shall pay COUNTY an annual fee of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) for the STEMI Receiving Center Designation for a maximum obligation of SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00) over the term of the contract. The fee shall be used to pay COUNTY costs of administering and evaluating the STEMI Care System, updating and enhancing data collection system, and providing public information/outreach education.

The fee shall be paid in full within thirty calendar days of receipt of SMC-EMSA invoice for STEMI designation.. In the event of the early termination of this contract by the COUNTY, a prorated amount of the annual fee paid by HOSPITAL for that year will be returned within 45 days of termination. The fee is not otherwise refundable in whole or in part.

COUNTY OF SAN MATEO
EMERGENCY MEDICAL SERVICES

POLICY NO:	FAC - 9
DATE ISSUED:	10/2016
DATE TO BE REVIEWED:	10/2019

STEMI SYSTEM RECEIVING CENTER STANDARDS AND DESIGNATION

Purpose: To define the criteria for designation as a STEMI Receiving Center in San Mateo County.

Authority: Health and Safety Code, Division 2.5, Sections 1789, 1797.220 and 1798. 101, 1798.105, 1798.2. California Code of Regulations, Title 22, Sections 100147 and 100169 and 100175.

Definitions:

ST Segment Elevation Myocardial Infarction (STEMI): A type of myocardial infarction, acute in nature, generating an ST segment elevation on the 12-lead EKG.

STEMI Receiving Center (SRC): A licensed general acute care hospital with a special permit for a cardiac catheterization laboratory from the California Department of Public Health (CDPH) and designated as a SRC by San Mateo County EMS Agency (SMC-EMSA)

STEMI Referral Hospital (SRH): A licensed general acute care hospital in San Mateo County (SMC) that is not designated as a SRC.

Percutaneous Coronary Intervention (PCI): A broad group of techniques used for the diagnosis and treatment of patients with STEMI.

STEMI Team: A group of hospital staff including physicians, nurses, and other hospital personnel from the emergency department and cardiology involved in the care of STEMI patients.

Policy: A STEMI Receiving Center (SRC), approved and designated by San Mateo County EMS Agency (SMC-EMSA) shall meet the following requirements:

1. Hospital License Requirements for a SRC
   a. Licensed general acute care hospital recognized by SMC-EMSA as a receiving facility.
   b. Holds a special permit for a Cardiac Catheterization Laboratory from the California State Department of Health Services (DHS)
   c. Holds a special permit issued by DHS for Cardiovascular Surgery Service or has established current transfer agreements with a hospital or hospitals holding such a special permit.
   d. Enters into a written agreement with SMC for designation.

APPROVED:

Nancy A. Lapolla, EMS Director

Greg H. Gilbert, MD, EMS Medical Director

2. Hospital Capabilities
   a. Cardiac Catheterization Laboratory available 24 hours per day / 7 days per week.
   b. An Intra-Aortic Balloon Pump shall be available on site 24 hours per day / 7 days per week with a person capable of operating this equipment.
   c. Ability to receive electronic 12-lead EKG transmission from the EMS system

3. Personnel
   a. SRC Medical Director:
      i. The SRC shall designate a medical director for the STEMI program who shall be a physician certified by the American Board of Internal Medicine (ABIM) with current ABIM sub-specialty certification in Cardiovascular Disease and Interventional Cardiology who will ensure compliance with these SRC standards and perform ongoing Quality Improvement (QI) as part of the hospital QI Program.
      ii. The SRC Medical Director must be a credentialed member of the medical staff with PCI privileges.
   b. SRC Program Manager:
      i. The SRC shall designate a program manager for the STEMI program who shall have experience in Emergency Medicine or Cardiovascular Care, who shall assist the SRC Medical Director to ensure compliance with these SRC standards and the QI program.
   c. Cardiovascular Lab Coordinator:
      i. The SRC shall have a Cardiovascular Lab Coordinator who shall assist the SRC Medical Director and the SRC Program Manager to ensure compliance with these SRC Standards and the QI Program.
   d. Physician Consultants:
      i. The SRC shall maintain a daily roster of on-call Interventional Cardiologists with privileges for PCI and credentialed by the hospital in accordance with the American College of Cardiology/American Heart Association national standards. This requirement may be waived by SMC-EMSA for physicians with SRC primary privileges if all of the following are met:
         1. Board certified by the ABIM with subspecialty certification in cardiovascular disease;
         2. Demonstrated lifetime minimum of 500 PCI procedures and 11 primary or 75 PCI Annually.
      ii. These physicians must respond immediately upon notification and be available within 30 minutes of when a STEMI patient presents to the hospital.
      iii. The SRC will submit a list of Cardiologists with active PCI privileges to the EMS Agency annually.

4. Clinical Process Performance Standard
   a. The overall goal of the STEMI Care System in San Mateo County is to minimize the interval between first medical contact to coronary artery reperfusion.
   b. SRCs will adopt evidence-based strategies to reduce time to reperfusion.
   c. An on-going internal quality improvement process, including data measurements and feedback from STEMI patients and SRHs.

5. Policies

Internal policies and procedures shall be developed for the following:

a. STEMI Alert: Through a "one call" process, the interventional cardiologist and cardiac catheterization lab team will be immediately contacted upon notification by prehospital personnel that they are transporting a patient on whom a 12-lead ECG that has been interpreted as an "Acute MI Suspected" or "Meets ST Elevation MI Criteria."
b. Interventional cardiologist and cardiac catheterization laboratory staff will be required to respond immediately upon notification and have a response time standard of 20-30 minutes.
c. Emergency medicine physicians will have the authority to activate the cardiac catheterization laboratory staff.
d. Allow the automatic acceptance of any STEMI patient from a San Mateo County Hospital upon notification by the transferring physician.
e. That an interventional cardiologist assumes care of the patient from the time the patient arrives at the SRC.
f. To accept all patients meeting STEMI patient triage criteria or upon transfer notification from a STEMI Referral Hospital, except when on an internal disaster, and provide a plan for triage and treatment of simultaneously presenting STEMI patients, regardless of ICU/CCU or ED status.
g. Criteria for patients to receive emergent angiography or emergent fibrinolysis based on physician decisions for individual patients.
h. Any SRC that has been activated from the field is to ensure that the transporting paramedic can be is placed in radio contact with the Base Station physician prior to ED arrival if requested.

6. Data Collection

a. Data listed in data dictionary posted on SMC-EMSA website shall be collected on an ongoing basis and provided to the SMC-EMSA (www.smchealth.org/ems/policyprocedures/facilities).
b. Data will be entered into an EMS-approved instrument and submitted monthly, by no later than the 15th of the following month.
c. In consultation with the STEMI CQI Committee, EMS will update the data dictionary and/or identify another process to expedite data submission and reduce duplication.

7. Quality Improvement

a. The Quality Improvement program will include a process to review all cases of STEMI patients taken to the catheterization laboratory at the end of the procedure and provide immediate feedback to the staff in the emergency department and the catheterization laboratory – prior to the end of that shift. Additionally, formal feedback utilizing the standardized format designated by the SMC-EMSA will be provided to any prehospital agency or SRH that participated in the care of a "STEMI Activation" patient, within 72 hours.

b. An SRC QI program shall be established, maintained, and conducted to review performance and outcome data for STEMI patients.
c. The SRC will actively participate in the SMC-EMSA STEMI QI Program. This will require regular meeting attendance by the SRC Medical Director or designee, who will be a staff interventional cardiologist, and the SRC Program Manager.

Procedure:

8. Designation
    a. An SRC may be designated following satisfactory review of written documentation and a site survey, when deemed necessary, by the SMC-EMSA.
        i. Application: Eligible hospitals shall submit a written letter of intent and request for SRC approval to the SMC-EMSA, as well as complete a formal application documenting the compliance of the hospital with SMC-EMSA SRC Standards.
        ii. Approval: SRC approval or denial shall be made in writing by the SMC-EMSA to the requesting hospital within a reasonable time (30 days) after receipt of the request for approval, application completion and submission of all required documentation.
9. Redesignation
    a. SMC-EMSA may suspend or revoke the approval of a SRC at any time for failure to comply with any applicable policies, procedures, or regulations.
    b. An SRC may be re-designated following a satisfactory SMC-EMSA review in accordance to current standards and the term of the written agreement.
    c. SRCs shall receive notification of evaluation from SMC-EMSA.
    d. SRCs shall respond in writing regarding program compliance.
    e. On-site SRC visits for evaluative purposes may occur.
    f. SRCs shall notify the SMC-EMSA by telephone, followed by a letter or email within 48 hours, of changes in program compliance or performance.

10. Discontinuation
    a. The SRC shall submit a written 90 calendar day notice to SMC-EMSA prior to the discontinuation of SRC services.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

☐ a. Employs fewer than 15 persons.

☐ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:	**Charm Patton, Director, Human Resources**
Name of Contractor(s):	
Street Address or P.O. Box:	
City, State, Zip Code:	

I certify that the above information is complete and correct to the best of my knowledge

Signature:	[redacted]
Title of Authorized Official:	**Chief Financial Officer**
Date:	**December 16, 2016**

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

COUNTY OF SAN MATEO
HEALTH SYSTEM

Nancy Lapolla, MPH
Director

Emergency Medical Services
801 Gateway Blvd, Ste. 200
South San Francisco, CA 94080
650-573-2579 T
652-573-2029 F
www.smchealth.org/ems
www.facebook.com/smchealth

October 21, 2016

John Ferrelli, FACHE
President and Chief Executive Officer
Seton Medical Center
1900 Sullivan Avenue
Daly City, CA 94015

RE: STEMI Receiving Center Designation Agreement with San Mateo County

Thank you for your commitment to participate in the San Mateo County ST Elevation Myocardial Infarction (STEMI) system as a designated STEMI Receiving Center (SRC). San Mateo County wishes to assure the highest quality of care by directing STEMI patients to facilities committed to meeting SRC standards. Earlier this month, San Mateo County EMS Agency completed the final visit of the of the SRC redesignation site reviews, which began in August. San Mateo County EMS Agency has determined that Seton Medical Center has demonstrated a strong commitment to quality cardiac care meeting all standards. Therefore your designation as a SRC for San Mateo County will continue in accordance to the terms of the agreement attached.

The STEMI site verification on August 25, 2016 resulted in the following recommendations with the intent to continue to improve San Mateo County's STEMI system in partnership with Seton Medical Center:

STEMI Receiving Center:

- Case reviews demonstrated strong peer review
- Need to focus on board certification for next visit
- Low volume practitioners who are not Board Certified and taking call
- Need to address practitioners not meeting national procedure volume standards
- Walk-in ED arrival to EKG should be <10 minutes, this was not met consistently and needs to be an area for focused improvement

EMS Action Items:

- Will develop a standardized follow-up tool for SRC to provide feedback to EMS Providers.
- Work with SRC regarding uninsured STEMI patients access to insurance programs
- Consider merging NCDR w/pre-hospital data and/or identify alternative data collection systems
- Review referral hospitals times
- EMS will participate in SRC performance improvement meeting to represent the EMS perspective

Thank you again for your commitment to the San Mateo County STEMI system. Seton Medical Center continues to demonstrate a true tradition of quality cardiac care and is a strong partner for San Mateo County's EMS system.

Our next STEMI QI Committee meeting is scheduled for November 10, 9:00-11:30 at Kaiser Redwood City hospital. At this meeting we will select a SRC cardiologist to chair the committee for the coming year as part of a new annual rotation schedule. The EMS Agency and EMS system partners thank Dr. Sunil Bhopale of Kaiser Redwood City for serving as committee chair and longstanding commitment to improving quality of care throughout STEMI system.

As we approach a new year, we look forward to continuing to work with committee leadership and representatives as we strive towards new goals, including goals for door to device (60 minutes) and patient bedside to device times (90 minutes).

Please do not hesitate to contact me should you have any questions regarding this notice. I may be reached at (650) 573-2579 or at nlapolla@smcgov.org.

Sincerely,

[redacted]

Nancy Lapolla, MPH
Director, San Mateo County EMS Agency

[redacted]

Gregory H. Gilbert, MD, FAAEM
Medical Director, San Mateo County EMS Agency

Cc: Bonnie Holland, RN, Director, Quality & Risk
Diane Hurst, RN, STEMI Coordinator
Michael Girolami, MD, Cardiology
Colman Ryan, MD, Cardiology

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AGREEMENT BETWEEN SETON MEDICAL CENTER AND THE COUNTY OF SAN MATEO FOR FINANCIAL SUPPORT FOR SEISMIC UPGRADES

I. RECITALS

Seton Medical Center, a California nonprofit corporation and licensed operator of a general acute care hospital of the same name in the City of Daly City (the "Hospital") and the County of San Mateo, a political subdivision of the State of California (the "County" and, together with the Hospital, the "Parties"), enter into this Agreement whereby the County agrees to provide financial support for the Hospital for use in seismic upgrades at the Hospital site in exchange for the Hospital's agreement to maintain its role as a non-profit safety net provider in San Mateo County for the periods and under the conditions set forth in this Agreement.

The Parties agree that the Hospital plays an important role in the County's healthcare delivery system and that the Hospital is key to the continued success of this system in light of changes to healthcare policy that have occurred at the federal, state, and local levels.

The County has recognized and continues to recognize the importance of the Hospital's mission to provide medical care to undeserved residents of the County, including Health Plan of San Mateo members and County residents who receive healthcare under the County's Access to Care for Everyone ("ACE") Program, and has determined that it is in the public interest to work with the Hospital to ensure its continuing viability as a component of the County's medical safety net.

Pursuant to statutory requirements and certain conditions imposed by the California Attorney General on continued operations of Seton Medical Center as an affiliate of the Verity Health System, Seton must undertake certain seismic upgrades to its facilities by 2020 to meet and maintain OSHPD seismic compliance requirements through 2030 under the Alfred E. Alquist Hospital Facilities Seismic Safety Act of 1983 as amended by the California Hospital Facilities Seismic Act (the "Seismic Project"). Seton will seek to expend at least $5,000,000 in the County's 2016-2017 fiscal year, and at least the same amount in the County's 2017-2018 and 2018-2019 fiscal years for such required seismic upgrades. The total cost of the Seismic Project is expected to be up to $60,000,000. The Hospital intends to commit up to $45,000,000 to the completion of the Seismic Project.

The Board of Supervisors of the County of San Mateo has emphasized the need to ensure the overall quality of health care in the County, as well as to ensure that hospitals, including Seton Medical Center, are earthquake safe. The Board of Supervisors has adopted, and the voters of the County have approved, Measure A and Measure K, which provide for a one-half cent sales and use tax for general fund purposes and considered the use of general funds to provide substantial assistance to the Hospital to rebuild to meet seismic standards, which will better allow Seton Medical Center to meet the overall health needs of the County.

The County, by way of this Agreement, hereby commits to make a grant to the Hospital of $5,000,000 during the County's 2016-2017 fiscal year, a grant of $5,000,000 during the County's 2017-2018 fiscal year, and a final grant of $5,000,000 during the County's 2018-2019 fiscal year provided that the Hospital shall use these granted funds exclusively for purposes of

funding the required seismic work, which shall consist of those costs customarily incurred in hospital based seismic remediation projects, including, but not limited to construction costs, architectural and engineering costs, attorney fees, such fees to be directly related to the Seismic Project, for example environmental reviews, permitting, contract negotiations, and the like, as well as the incurred costs of actual construction.

The parties recognize, however, that for the period from December 15, 2018 through December 14, 2030, upon certain terms and conditions, the Hospital may undergo a change of control whereby it would no longer be operated as a nonprofit facility. The Parties recognize that this may occur as a result of the exercise of an option to acquire the Hospital held by an affiliate of the Manager of Hospital, which option may be exercised pursuant to the terms of a Purchase Option Agreement dated December 14, 2015. The "Manager" is Integrity Healthcare, LLC, which agreed to provide management, administrative and support services to the sole member of Hospital, Verity Health System of California, Inc. At the same time as the management agreement and enhanced funding capacity was created, the Purchase Option Agreement was also created.

The Parties agree that, in the event that the Hospital does cease to be operated as a nonprofit entity, the grant funds received from the County by the Hospital pursuant to this Agreement shall be returned in the form of funding by the Hospital or its successor entities, for programming identified by the County to benefit its residents, in the manner set forth herein.

II. Term of the Agreement and Obligations of the Parties

In recognition of the foregoing recitals, the parties agree to the following:

1. The term of this Agreement shall begin on January 1, 2017 and shall end on December 15, 2030. If, however, Hospital ceases to be a non-profit entity at any point on or before December 15, 2030, the term of this Agreement shall end on the date on which the Hospital or any of the Hospital's successor entities makes all of the payments called for in Section 9 of the Agreement.

2. During the term of this Agreement, the County shall make available to the Hospital $15,000,000 that the Hospital may use only to pay for, or as reimbursement of expenses incurred for, planning, development and construction involved in seismic upgrades ("Qualified Expenses") at the Hospital's facility at 1900 Sullivan Avenue, in Daly City, California. The funding shall not exceed actual Qualified Expenses. The funds shall be made available and disbursed to the Hospital as follows:

a. $5,000,000 shall be made available to the Hospital during the County's 2016-2017 fiscal year (i.e., through June 30, 2017), not to exceed actual Qualified Expenses. Up to $3,000,000 may be used to reimburse the Hospital for Qualified Expenses incurred by the Hospital prior to the first day of the term of this Agreement.

b. $5,000,000 shall be made available to the Hospital during the County's 2017-2018 fiscal year (i.e., from July 1, 2017 through June 30, 2018), not to exceed actual Qualified Expenses incurred or committed during the 2017 – 2018 fiscal year.

c. $5,000,000 shall be made available to the Hospital during the County's 2018-2019 fiscal year (i.e., from July 1, 2018 through June 30, 2019), not to exceed actual Qualified Expenses incurred or committed during the 2017-2018 fiscal year.

d. To the extent monies which are to be made available in fiscal years 2016-2017, 2017-2018 and 2018-2019 are not fully expended (i.e. incurred or committed) by the Hospital on Qualified Expenses in each fiscal year, the shortfall in the use of the available total for each fiscal year shall continue to be made available in the following fiscal years, not to extend beyond fiscal year 2019-2020. For example, if $4,000,000 is incurred and committed in each of the fiscal years involved in this grant, then $3,000,000 shall be made available in the fiscal year 2019-2020.

e. The Hospital shall use the funds disbursed by the County pursuant to this Agreement to pay, in part, for the Seismic Project.

f. Funding under this Agreement will be used solely to support the work identified in this Section 2, and no funding shall be used to support the Hospital's general administrative expenses.

g. Within three business days of the initiation of each fiscal year, the funds to be made available will be disbursed into an escrow account to be arranged and agreed by the Parties in the amounts provided for in this Section 2. The escrow account will be managed by an escrow agent with explicit instructions for purposes of managing disbursements. The escrow agents will provide a regular reporting of all disbursements to the County and shall maintain all records of requests, invoices and receipts. The Parties agree to confer in good faith to develop and deliver to the escrow holder commercially reasonable escrow instructions regarding, among other things, the disbursement of funds to the Hospital for Qualified Expenses. Interest on the account shall accrue to the Hospital.

h. Funds will be disbursed by the escrow agent upon presentation by Hospital to the escrow holder, with a copy provided to the County at the address set forth in Section 12 of this Agreement, of invoices that comply with the escrow instructions and that substantiate, in the reasonable judgment of the escrow agent, Qualified Expenses. The Hospital will also be required to provide receipts for all paid invoices.

i. If the County objects to any disbursement request submitted by the Hospital to the escrow agent, the County will provide Hospital with a written statement of the specific nature of the County's questions within ten calendar days of notice of a request for a disbursement. If the County fails to provide an objection within that period, and the request is otherwise satisfactory to the escrow holder, the request will be deemed acceptable and the escrow agent will disburse the funds. Absent a later determination that false information was furnished or the funds were not spent on the Seismic Project, there shall be no retroactive disallowance of funding disbursements. The Hospital shall respond to the County's written statement within fifteen calendar days of actual receipt of the County's written statement. The parties to this Agreement shall meet and confer regarding any questions raised by the County and the escrow agent shall not be obligated to make any further disbursement until all of the County's questions regarding

the disbursement request have been resolved. If the parties cannot informally resolve any objection, the parties shall engage in mediation with a mutually agreed mediator before resorting to any other remedies available under law.

j. Jensen Partners, project manager for the Seismic Project (or any successor project manager), will provide a quarterly letter to the County providing a status update on the Seismic Project, and confirmation that both the Seismic Project is expected to meet the project's deadline and the proceeds disbursed by the escrow agent are Qualified Expenses and have been used exclusively for the Seismic Project. The County reserves the right to instruct the escrow agent to withhold disbursements if the County reasonably determines that the Seismic Project is not expected to meet the project's deadline, that the proceeds disbursed by the escrow agent are not Qualified Expenses, or that the use of disbursed funds is otherwise not in compliance with this Agreement, based on the Jensen Partners' letters or other evidence reliant on a third party expert that it is commercially reasonable to rely upon provided that the County shall provide the Hospital with notice and a reasonable period of time in which to cure. In no event shall County's total fiscal obligation under this Agreement exceed $15,000,000.

3. Notwithstanding any other provision in this Agreement, County may terminate this Agreement, or any portion thereof, based upon evidence of unavailability of County funds by providing written notice to Hospital as soon as is reasonably possible after County learns of said unavailability of funding, but in no event shall such notice period be less than 90 days. Any funds then held in the escrow account as of the time of receiving notice shall remain in the account to be used for the Seismic Project as contemplated by this Agreement.

4. Hospital agrees and understands that as a result of this Agreement, neither the Hospital, nor its employees/agents acquire any of the rights, privileges, powers, or advantages of County employees.

5. Hospital agrees to indemnify and defend County and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of Hospital and/or its employees/officers/agents in the performance of this Agreement, or any activities paid for, in whole or in part, from the funds made available to Hospital pursuant to the terms of this Agreement, including any sanctions, penalties, or claims of damages resulting from Hospital's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement. Such indemnity, however, shall not extend to any claims arising from the County's decision to make funds available under this agreement or to exercise any rights it may have under this Agreement or other legal responsibilities that it may have in connection with the Seismic Project, or otherwise under any applicable law.

6. Except as permitted in this Agreement, Hospital shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County unless such third party is a non-profit hospital which agrees to be bound the conditions imposed by the California Attorney General on Seton Medical Center by the Attorney General of California's letter dated December 3, 2015, approving the creation of the Verity Health System.

7. The County shall not be obligated to make available any of the funding provided for under this Agreement until insurance of the types and in the amounts reasonably satisfactory to the County has been obtained by the Hospital, and approved by the County's Risk Manager. Hospital shall furnish the County with certificates of insurance evidencing required coverage.

8. Hospital shall maintain all records related to this Agreement for at least 5 years after the end of the term of this Agreement.

9. If, at any time on or before December 15, 2030, the Hospital, or any successor entity of the Hospital, ceases to operate as a non-profit hospital, the Hospital, or any successor entity of the Hospital, shall be required to make grants for programming or activities benefiting the residents of San Mateo County ("Grants"), as identified and directed by the County Manager. The total amount of the Grants to be made will be based on the total amount funded by the County to the Hospital under this Agreement less an annual reduction of 10% beginning in fiscal year 2019-2020 ("Outstanding Repayment Amount"). The annual reduction of 10% will cease at the end of any fiscal year whereby the Hospital, or any successor entity of the Hospital, ceases to operate as a non-profit hospital. For avoidance of doubt, at the end of fiscal year 2019-2020, to the extent the County has funded $15,000,000, $13,500,000 will be deemed the Outstanding Repayment Amount. Grants will be in made in the following schedule and in the following amounts.

a. Within one year after Hospital or any successor for profit entity of the Hospital ceases to operate as a non-profit hospital, the Hospital or any successor for profit entity of the Hospital shall make Grants in the total amount of one quarter of the Outstanding Repayment Amount as of the date that the Hospital ceases to operate as a non-profit hospital in the amounts and to the programs and/or entities directed in writing by the County Manager. The County Manager shall provide the Hospital with written directions regarding these Grants at least ninety days before the Grants are required to be paid by the Hospital or any successor entity of the Hospital. For clarity, if the amount of Outstanding Repayment Amount is $15,000,000, the Hospital or its successor for profit entity shall make $3,750,000 in Grants.

b. Within two years after the Hospital or any successor for profit entity of the Hospital ceases to operate as a non-profit hospital, the Hospital or any successor for profit entity of the Hospital shall make further Grants in the total amount of an additional one quarter of the Outstanding Repayment Amount as of the date that the Hospital ceases to operate as a non-profit hospital in the amounts and to the programs and/or entities directed in writing by the County Manager. The County Manager shall provide the Hospital with written directions regarding these Grants at least ninety days before the Grants are required to be paid by the Hospital or any successor entity of the Hospital. For clarity, if the amount of Outstanding Repayment Amount, as reduced pursuant to section 9.a. of this Agreement, is $11,250,000, the Hospital or its successor for profit entity shall make $3,750,000 in Grants.

c. Within three years after the Hospital or any successor for profit entity of the Hospital ceases to operate as a non-profit hospital, the Hospital or any successor for profit entity of the Hospital shall make further Grants in the total amount of an additional on quarter of the Outstanding Repayment Amount as of the date that the Hospital ceases to operate as a non-profit

hospital in the amounts and to the programs and/or entities directed in writing by the County Manager. The County Manager shall provide the Hospital with written directions regarding these Grants at least ninety days before the Grants are required to be paid by the Hospital or any successor entity of the Hospital. For clarity, if the amount of Outstanding Repayment Amount, as reduced pursuant to sections 9.a. and 9.b. of this Agreement, is $7,500,000, the Hospital or its successor for profit entity shall make $3,750,000 in Grants.

d. Within four years after the Hospital or any successor for profit entity of the Hospital ceases to operate as a non-profit hospital, the Hospital or any successor for profit entity of the Hospital shall make further Grants in the total amount of the remaining one quarter of the Outstanding Repayment Amount as of the date that the Hospital ceases to operate as a non-profit hospital in the amounts and to the programs and/or entities directed in writing by the County Manager. The County Manager shall provide the Hospital with written directions regarding these Grants at least ninety days before the Grants are required to be paid by the Hospital or any successor entity of the Hospital. For clarity, if the amount of Outstanding Repayment Amount, as reduced pursuant to sections 9.a.,9.b. and 9c. of this Agreement, is $3,750,000, the Hospital or its successor for profit entity shall make $3,750,000 in Grants.

10. This Agreement constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

11. This Agreement and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo.

12. Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both:

a) Transmitted via email to the email address listed below; and
b) Sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:	In the case of Hospital, to:
Name/Title: John Maltbie, County Manager Address: Hall of Justice and Records 400 County Center Redwood City, CA 94063 Telephone: (650) 363-4634 Email: jmaltbie@smcgov.org	Name/Title: John Ferrelli, CEO Address: 1900 Sullivan Ave Daly City, CA 94015 Telephone: (650) 992-4000 Email: johnferrelli@verity.org COPY TO: Verity Health Systems of California, Inc. Attn: J. Mark Waxman General Counsel MarkWaxman@verity.org 203 Redwood Shores Parkway Redwood City, California94065

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: [redacted]

San Mateo County Board of Supervisors

Date: December 6, 2016

SETON MEDICAL CENTER

By: [redacted]

Date: 12.21.16

ATTEST:

By: [redacted]

Clerk of Said Board

COUNTY OF SAN MATEO
HEALTH SYSTEM

Dr. Scott Morrow, Health Officer
SaraT L. Mayer, Director

Public Health, Policy & Planning
225 37th Avenue
San Mateo, CA 94403
www.smchealth.org
www.facebook.com/smchealth

administration
JUL 24 2014

July 22, 2014

Opal N. Cava
Seton Medical Center
1900 Sullivan Avenue
Daly City, CA 94015

Dear Ms. Cava:

Enclosed is the original executed Data Usage Agreements (DUA) between, Public Health, Policy and Planning and Seton Medical Center.

If you have any questions, please feel free to reach me at (650) 573-2398 or via e-mail at jareyes@smcgov.org .

Sincerely,

[redacted]
Juvy Ann Reyes
Contracts Coordinator

Enclosures

COUNTY OF SAN MATEO CALIFORNIA

Execution Version

BIOSENSE PROGRAM
INFORMATION SHARING AND DATA USE AGREEMENT

This **INFORMATION SHARING AND DATA USE AGREEMENT** (this "***Agreement***") is entered into as of June 26, 2014, (the "***Effective Date***"), by and between **County of San Mateo Health System**, located at 225 37th Avenue, San Mateo, CA 94403 (the **"PHA"**), and **Seton Medical Center**, located at 1900 Sullivan Avenue, Daly City, CA 94015 (the **"Provider"**), concerning the provision by the Provider of certain Provider Data to PHA in connection with the BioSense Program (as defined below) pursuant to the terms of this Agreement.

WHEREAS, PHA has entered into an information sharing and data use agreement with the Association of State and Territorial Health Officials ("ASTHO") as a participant in BioSense 2.0 (as defined below), and

WHEREAS, ASTHO has been funded through a cooperative agreement with the Centers for Disease Control and Prevention, US Department of Health and Human Services ("CDC") to assist with the coordination of governance of BioSense 2.0, and

WHEREAS, PHA is utilizing BioSense 2.0 to facilitate the sharing of certain health-related data for public health surveillance and to assist in the possible detection, confirmation, situation awareness, monitoring of, and response to public health threats, and

WHEREAS, Provider intends to contribute certain Provider Data to PHA and BioSense 2.0 for public health surveillance purposes as described herein, subject to the terms and conditions of this Agreement, and

WHEREAS, within BioSense 2.0, PHA will have access to: (1) a secure space where it will be the only party able to view and analyze Provider Data; and (2) a shared space wherein PHA will have the ability and discretion to determine whether, how, with whom, and at what level to share PHA's aggregate data, views and maps, which shall not contain PHI or IIHI, with other data sources, the CDC or other agencies, and

WHEREAS, Provider will submit Provider Data to PHA through the secure space within BioSense 2.0, and

WHEREAS, the parties seek to comply with applicable law, including applicable public health laws and Privacy Laws, including but not limited to HIPAA, and

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Background

As of November 2011, the BioSense Program has developed a distributed computing environment and tools with state and local control ("BioSense 2.0"). Governance is facilitated by ASTHO, in coordination with the CDC, Council of State and Territorial Epidemiologists ("CSTE"), National Association of County and City Health Officials ("NACCHO"), and International Society for Disease Surveillance ("ISDS") (collectively, the "Governance Group"). ASTHO has contracted with a vendor to act as a data storage company ("Vendor") for BioSense 2.0 that is certified as described in Section 8 of this Agreement. Through the Vendor, ASTHO will offer BioSense 2.0 for receiving and managing

public health surveillance information. BioSense 2.0 will provide the PHA with the ability to contribute and access data that will support existing and potential expansion of its public health surveillance systems.

BioSense 2.0 will provide two spaces:

The first space within BioSense 2.0 shall be a secure space in which PHA shall have exclusive access and control over any data it submits (or submitted on its behalf), to the extent permitted by applicable law and provided that such information is necessary for public health surveillance purposes and meets the HIPAA public health activities exception (45 C.F.R. 164.512(b)). PHA will also have the ability to permit data providers within its jurisdiction, such as Provider, to send public health-related data (collectively, "Public Health Data Providers" or "PHDPs") directly to its secure space within BioSense 2.0. This secure space shall provide the PHA with an environment capable of receiving all data forms and formats (including HL7) and converting them to any format the PHA desires.

The second space within BioSense 2.0 shall be a shared space in which PHA and others providing data to BioSense 2.0 shall provide and share access to PHA's aggregate data, views and maps, which shall not contain PHI or IIHI, with other data sources, the CDC or other agencies, provided that such information is fully de-identified consistent with the HIPAA de-identification standard (45 C.F.R. 164.514(a)) and is necessary for public health surveillance purposes and meets the HIPAA public health activities exception (45 C.F.R. 164.512(b)).

2. Definitions

For purposes of this Agreement, the following definitions shall apply:

"*BioSense 2.0*" means the cloud-enabled, web-based platform and tools used to store, maintain, process, display, receive, analyze, and destroy data received for the advancement of the BioSense Program as described in Section 1 of this Agreement.

"*BioSense Program*" means the program run by the CDC that tracks health problems as they evolve and provides public health officials with data, information and tools they need to better prepare for and coordinate responses to safeguard and improve the health of American people.

"*Privacy Laws*" means federal privacy laws, including, but not limited to, HIPAA, and the laws of the State of California governing the confidentiality of PHI, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56 *et seq.*), the patient access law (Cal. Health & Safety Code §123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code §120975 et seq.), the Lanterman-Petris-Short Act (Cal. Wel. & Inst. Code §5328 et seq.), the medical identity theft law (Cal. Civil Code §1798.82), and the improper access notification law (Cal. Health & Safety Code §1280.15).

"*Provider Data*" means the public health-related information gathered by or contributed to the Provider or gathered by an individual User on behalf of the Provider. Such information shall be limited to the data elements specifically required by PHA in its letter to Provider, dated April 10, 2014 and set forth in **Exhibit A**. Such information shall partially de-identified, and shall not contain sensitive identifiers (such as patient name, social security number, etc.), but shall nonetheless contain PHI and IHII.

"Data Set" means the data provided or contributed to BioSense 2.0 by the PHA on behalf of Provider and any PHDPs within the jurisdiction of the PHA that have entered into an agreement that complies with Section 4 herein.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191, as amended, and the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including, but not limited to, the Privacy Rule, the Security Rule, and the Breach Notification Rule, as currently in effect and as modified from time to time.

"Individually Identifiable Health Information" **or** ***"IIHI"*** shall have the same definition as provided by HIPAA.

"Meaningful Use regulations" currently means the regulations as defined by Centers for Medicare & Medicaid Services (42 CFR Parts 412, 413, 422 et al.) Medicare and Medicaid Programs; Electronic Health Record Incentive Program; Final Rules and the Office of the National Coordinator for Health Information Technology (45 CFR Part 170) Health Information Technology: Initial Set of Standards, Implementation Specifications, and Certification Criteria for Electronic Health Record Technology; Final Rules.

"Party" means Provider or PHA; ***"Parties"*** means Provider and PHA.

"Protected Health Information" or ***"PHI"*** shall have the same definition as is contained in HIPAA.

"User" means any authorized user of Provider Data available through BioSense 2.0. All Users must be affiliated with a PHA, except as otherwise provided herein.

3. Data Sharing.

BioSense 2.0 is designed to promote the contribution of public health data by all Users and the appropriate sharing of aggregate data, which shall not contain PHI or IIHI, in the shared space. While PHA, Provider and other Users are not required to share aggregate data in the shared space, they are encouraged to do so, provided that such information is fully de-identified consistent with the HIPAA de-identification standard (45 C.F.R. 164.514(a)) and is necessary for public health surveillance purposes and meets the HIPAA public health activities exception (45 C.F.R. 164.512(b)).

The Governance Group may consider and make recommendations for data sharing in the shared space. These could include recommendations for types of data (e.g., minimum data sets), seasonal data collections, and similar contributions that would enhance the value of BioSense 2.0 to all Users.

4. Data Disclosure, Access, and Use.

Provider agrees to participate in the BioSense Program by submitting Provider Data, as defined by PHA, through the BioSense 2.0 secure space and utilizing BioSense 2.0 in accordance with the terms and conditions herein. The Provider shall not take any actions that are inconsistent with this Agreement.

a. The Provider acknowledges and agrees that as part of BioSense 2.0, the Provider Data may be used and/or disclosed for the following purposes:

(i) Sole Use of Provider Data by PHA in Secure Space. In order for PHA to use, analyze, and view the Provider Data to perform its public health surveillance activities, provided that

such information is necessary for public health surveillance purposes and meets the HIPAA public health activities exception (45 C.F.R. 164.512(b)).

(ii) Shared Space. To facilitate the sharing of views of Provider Data or analyses thereof, which shall not contain PHI or IIHI, for public health surveillance purposes. PHA can share, at minimum, aggregate views of the Provider Data at a level determined by the PHA, provided that such information is fully de-identified consistent with the HIPAA de-identification standard (45 C.F.R. 164.514(a)) and is necessary for public health surveillance purposes and meets the HIPAA public health activities exception (45 C.F.R. 164.512(b)). The PHA acknowledges such use, access and publication between jurisdictions, *provided, however*, that such use, access and sharing of the Provider's Data shall be determined solely by PHA and must comply with all applicable state and/or federal law. Selected aggregate data in the shared space, which shall not contain PHI or IIHI, will also be available for public use and publication, but only with PHA's knowledge of such use and publication.

(iii) Other health agency uses. To provide access to views of Provider Data or analyses thereof, which shall not contain PHI or IIHI, to local, state and federal governmental health agencies (including, but not limited to, CDC) or other agencies and entities in connection with the conducting of their respective public health responsibilities consistent with applicable state and/or federal law, provided that such information is fully de-identified consistent with the HIPAA de-identification standard (45 C.F.R. 164.514(a)) and is necessary for public health surveillance purposes and meets the HIPAA public health activities exception (45 C.F.R. 164.512(b)). Such access shall be only for the following purposes: (1) To facilitate the interchange of information that can be used to coordinate responses and monitor events routinely and during a potential health event; (2) For early detection and characterization of events (or health-related threats) by building on state and local health departments systems and programs; (3) To provide health-related information for: (a) public health situation awareness, (b) routine public health practice, and (c) improved health outcomes and public health; and (4) To improve the ability to detect emergency health threats by supporting the enhancement of systems to signal alerts for potential problems in collaboration with federal, state and local health jurisdictions and other potential stakeholders.

(iv) ASTHO Use. To provide access to views of Provider Data or analyses thereof, which shall not contain PHI or IIHI, to conducting of their respective public health responsibilities consistent with applicable state and/or federal law, provided that such information is fully de-identified consistent with the HIPAA de-identification standard (45 C.F.R. 164.514(a)) and is necessary for public health surveillance purposes and meets the HIPAA public health activities exception (45 C.F.R. 164.512(b)).

b. PHA may use and share Provider Data contributed to BioSense 2.0 for the purpose of monitoring and assessing public health activity within its jurisdiction, provided that such information is necessary for public health surveillance purposes and meets the HIPAA public health activities exception (45 C.F.R. 164.512(b)).

c. As part of access to the shared space in BioSense 2.0 and in accordance with this Agreement, Provider understands and agrees that CDC will be provided with, at minimum, aggregate level data (city or county or state), which shall not contain PHI or IIHI, for PHA's jurisdiction. Provider also understands and agrees that CDC may access and review data contributed to the shared space for use as described in Section 4a(iii) above; *provided however*, that such access and review shall be as determined by PHA to the extent permitted by applicable law and provided that such information is fully de-identified consistent with the HIPAA de-identification standard (45 C.F.R. 164.514(a)) and necessary for public health surveillance purposes and meets the HIPAA public health activities

exception (45 C.F.R. 164.512(b)). CDC may prepare associated reports and analyses related to public health surveillance. Further, Provider acknowledges that CDC will work with the PHA and/or PHDP(s) within the PHA's jurisdiction in the development of analytic methods for identification and investigation of public health concerns. Such analysis and development may be shared by the CDC with other governmental agencies as necessary and appropriate; *provided, however*, that the PHA shall, to the extent permitted by applicable law, have the ability to control the distribution of its Data Set and may deny the sharing of the Data Set, and any related analyses, with any governmental agency.

d. It is anticipated that the shared space may also have a second component in which the general public would be provided with certain general aggregated access to information, which shall not contain PHI or IIHI, as established by each PHA, provided that such information is fully de-identified consistent with the HIPAA de-identification standard (45 C.F.R. 164.514(a)) and is necessary for public health surveillance purposes and meets the HIPAA public health activities exception (45 C.F.R. 164.512(b)).

5. Data Set Content Restrictions and Requirements.

Data Set information shall be provided in compliance with the published Data Set requirements of BioSense 2.0, including but not limited to then-current requirements of the Meaningful Use regulations. Such Data Set information requirements shall be published on the BioSense 2.0 website and may be changed from time to time. The Governance Group may make recommendations regarding the types of data to be submitted to the shared space.

6. Confidentiality and De-Identification/Encryption of Data

a. Neither PHI nor IIHI contained in the Provider Data will be submitted to BioSense 2.0 by Provider unless transmitted to PHA's secure space in BioSense 2.0; neither ASTHO, the CDC, the Vendor, nor any other PHA (other than PHA's authorized PHDPs), shall have access to such Data in the secure space. Provider shall not provide data to PHA other than the Provider Data and shall not transmit such Provider Data other than through the BioSense 2.0 secure space.

7. Open Records Laws. Provider acknowledges and understands that the aggregate data in the shared space, which shall not contain PHI or IHII, may be subject to state and federal open records laws (e.g., the Freedom of Information Act).

8. Data Retention/ Data Security

a. Provider Data shall be archived, stored, maintained, protected, and disposed of in compliance with federal law and the applicable state law for the PHA, to the extent state law is not superseded by federal law. Provider Data shall be maintained in a distributed computing environment and any and all policies and procedures applicable to the use of such an environment for BioSense 2.0 shall be in compliance with the Federal Information Security Management Act ("FISMA").

b. Provider is responsible for creating and protecting its passwords and other secure measures used for accessing and using BioSense 2.0 and for establishing its own security protocols and procedures in the use of the passwords and administration of the Data Set and any Data Set viewed through BioSense 2.0. Provider shall be responsible and liable for any misuse or abuse of its passwords and other measures and any resulting misuse or abuse of BioSense 2.0.

c. The Parties agree to immediately alert the other Party if there is a potential or actual breach of the security of BioSense 2.0 or the Data Set contained within BioSense 2.0, or any actual or potential misappropriation or misuse of a Data Set or any Data available through BioSense 2.0. The Parties

further agree to work cooperatively to investigate and comply with any federal and state laws should a breach occur.

9. Term and Termination

a. The initial term of this Agreement (the "***Initial Term***") shall commence on the Effective Date and shall continue for five (5) years. Unless this Agreement is earlier terminated as set forth herein, this Agreement shall be automatically and successively renewed without further action by either Party for an indefinite number of successive one-year terms (each such additional term a "***Renewal Term***" and together with the Initial Term, the "***Term***").

b. Either Party may terminate this Agreement upon 30 days prior written notice to the other Party. If this Agreement is so terminated, the Parties shall be liable only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination. Further, either party may terminate this Agreement immediately in the event the other Party materially breaches its obligations under the Agreement.

c. Promptly upon termination of this Agreement (i) the Provider shall cease providing any additional Provider Data and/or any updates to previously submitted Provider Data and (ii) PHA may retain the Provider Data that have been previously contributed to BioSense 2.0 unless otherwise restricted by law. Provider may request that any previously submitted Provider Data be removed from BioSense 2.0 and that PHA's, ASTHO's and any other User's (including the CDC's) access to that specific Provider Data be terminated; however, such removal shall be subject to whether the specific Provider Data was accessed or used, feasibility of removal, and whether the Provider Data is subject to related laws, including any outlined as a part of Section 7 herein.

10. Ownership of Data.

The Provider retains ownership of any Provider Data it contributes to BioSense 2.0; but, as indicated in Sections 7 and 9 herein, Provider Data and aggregate data in the shared space, which shall not contain PHI or IHII, may be subject to continued legal requirements, including but not limited to retention and open records laws. As described in Section 9, the Provider may request that previously submitted Provider Data in the secure space be removed; however, the Provider has no right to return or destruction of any aggregate data in the shared space, which shall not contain PHI or IHII. Any aggregate data in the shared space that cannot be returned or destroyed will be maintained in compliance with the terms and requirements of this Agreement. The Provider acknowledges that contribution of Provider Data to BioSense 2.0 does not in any way grant the Provider any rights, beyond those provided under this Agreement, to any data that it may access through BioSense 2.0 or to BioSense 2.0 itself. Further, PHA acknowledges that the Provider's contribution of Provider Data to BioSense 2.0 does not grant PHA any rights, beyond those provided under this Agreement, to any Provider Data the Provider chooses not to submit to BioSense 2.0.

11. Warranties

a. PHA represents and warrants that the Provider Data requested in its letter to Provider dated April 10, 2014, attached hereto as **Exhibit A**, accurately describes the minimum information that is necessary for PHA to fulfill its public health surveillance purposes as a public health authority.

b. PHA represents and warrants that it is authorized by law to collect the Provider Data in its capacity as a public health authority.

c. PHA represents and warrants that its request and use of Provider Data pursuant to this Agreement complies with applicable public health and Privacy Laws, including, but not limited to, HIPAA.

d. PHA understands and agrees that Provider is relying upon PHA's representations under this Section 11 as the lawful basis for disclosing the Provider Data to PHA and BioSense 2.0.

e. Provider represents and warrants it has the authority to enter into this Agreement and to participate in BioSense 2.0.

f. Provider acknowledges and agrees to the following: (i) ASTHO is responsible for the oversight of BioSense 2.0; and (ii) Provider acknowledges and agrees that it has taken appropriate steps to ensure that the Provider Data submitted complies with PHA's request and, to the extent that PHA is legally entitled to the Provider Data, the submission of that data complies with applicable federal, state, and local laws.

12. Accuracy and Completeness of Data.

Provider shall have sole responsibility for the accuracy, quality, integrity, reliability, and intellectual property ownership of Provider Data. Neither ASTHO nor PHA makes any representations or warranties as to the accuracy or completeness of Provider Data and disclaims responsibility for any errors caused by inaccuracies or incompleteness of the Provider Data.

13. Indemnification.

PHA shall indemnify, hold harmless and defend Provider and its affiliated entities from and against any and all claims, losses, liabilities, costs and other expenses (including reasonable attorneys' fees and costs, and administrative penalties and fines) incurred as a result of, or arising directly out of, or in connection with, any act or omission of PHA under this Agreement including, but not limited to, negligent or intentional acts or omissions. The indemnification obligation of PHA shall survive termination of this Agreement.

14. Advertising or Marketing. Neither party shall, without the prior written approval of the other party, engage in any advertising or marketing activities relating to the Agreement, the subject matter thereof, or the other party. Notwithstanding the generality of the foregoing, this provision is not intended to limit or otherwise restrict PHA in carrying out its public health activities.

15. Amendment; Waiver. This Agreement, or any term or condition, may be modified only by a written amendment signed by the Provider and PHA. Either party may propose an amendment. Failure or delay on the part of either party to exercise any right, power, privilege or remedy provided under this Agreement shall not constitute a waiver. No provision of this Agreement may be waived by either party except in writing signed by the Provider or PHA.

16. Amendment to Comply with Law. If any modification to this Agreement is required for conformity with federal or state law or if Provider reasonably concludes that an amendment to this Agreement is required because of a change in federal or state law, Provider shall notify PHA of such proposed modification(s) ("Required Modifications"). Such Required Modifications shall be deemed accepted by PHAA and this Agreement so amended, if PHA does not, within thirty (30) calendar days following the date of the notice, deliver to Provider its written rejection of such Required Modifications. If PHA submits a written rejection of the Required Modification, Provider may terminate this Agreement upon receipt of the written rejection.

17. Severability. If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement, provided, however, that the remaining terms and conditions can still fairly be given effect.

18. Entire Agreement; No Assignment. This Agreement is the complete agreement between the Parties concerning the subject matter hereof, and supersedes any prior oral or written communications between the Parties. This Agreement may only be assigned by a written agreement executed by duly appointed officers of both Parties.

19. Governing Law. U.S. federal law shall govern the construction, interpretation, and performance of this Agreement; provided, however, the laws of the state of where the Provider Data originated (i.e. California) shall govern any disputes, claims or issues arising from, relating to or concerning the Provider Data, or the contribution of the Provider Data to BioSense 2.0, except to the extent such state law is limited, or superseded, in whole or in part by applicable U.S. federal law.

20. Notices. Any notice, demand or other communication required or permitted to be given under the Agreement shall be in writing and shall be deemed delivered to a Party: (i) when delivered by hand or nationally recognized overnight courier; or (ii) six (6) days after the date of mailing if mailed by United States certified mail, return receipt requested, postage prepaid, in each case to the address of such Party set forth below (or at such other address as the Party may from time to specify by notice delivered in the foregoing manner):

If to Provider: Seton Medical Center
Attn: President and Chief Executive Officer
1900 Sullivan Avenue
Daly City, CA 94015

If to PHA: San Mateo County Health System
Attn: ST Mayer
Director of Public Health, Policy and Planning
225 37th Avenue
San Mateo, CA 94403

21. Survival. The sections of this Agreement that by their nature are intended to continue in their effect following expiration or termination of this Agreement shall survive any expiration or termination of the Agreement.

22. Counterparts; Facsimiles. This Agreement and any exhibits hereto may be executed in one or more counterparts; each counterpart shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

[*Signature page follows.*]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be effective as of the Effective Date.

PHA:

SAN MATEO COUNTY HEALTH SYSTEM

By: [redacted]

Name: Sara T L. Mayer

Date: 7/17/14

Title: Director of Public Health, Policy and Planning

Provider:

SETON MEDICAL CENTER

By: [redacted]

Name: Joanne Allen

Date: 7/15/14

Title: President and Chief Executive Officer

Exhibit A

PHA PROVIDER DATA REQUIREMENT

Attached: Letter from PHA to Provider, dated April 10, 2014, requiring Provider Data.

San Mateo County
Health System

Patrick Galassi
IT Site Director
Seton Medical Center
Daughters of Charity Health System
1900 Sullivan Ave.
Daly City, CA 94015

April 10, 2014

RE: SAN MATEO COUNTY PUBLIC HEALTH MEANINGFUL USE REQUEST

This request letter is in follow-up to your e-mail dated April 10, 2014.

The San Mateo County Health Department (aka the Public Health Authority or Agency (PHA)) is entering into a Data Use Agreement (DUA) with Biosense to meet a portion of the Public Health Meaningful Use requirements. Biosense is a program of the Association of State and Territorial Health Officials and CDC and is an available product that meets the Public Health Meaningful Use requirements. Our DUA with Biosense is signed, and my request is that you sign a DUA with us. Once that is complete, we can begin the onboarding process.

In your e-mail, you had requested that a list of data elements I'm interested in receiving through this process be forwarded to you. You also requested that I identify from where these data would be sent. These data elements are listed at the end of this request letter.

- I am requesting these data on all patient level encounters (not a subset) from inpatient units, the emergency department, and outpatient (ambulatory) clinics. I understand that some outpatient clinics may have very little data that meets my primary interests. While we can discuss that issue in detail later, I am not requesting outpatient data from the following specialties: Plastic Surgery, Neurosurgery, Ophthalmology, Nephrology, Urology, Radiology, Pathology, Anesthesiology, Dentists, or Chiropractors.
- I am requesting this data in real-time (or near real-time, in the period of at least once every 24 hours).
- I am requesting three years of prior data also be submitted so baselines and seasonal trends can be established.

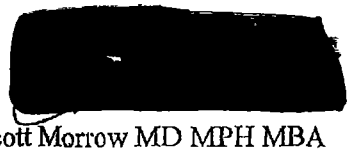
I am interested in using these data to advance population health in its broadest sense and to assist in developing public and private policies that result in the improvement of population-based health outcomes. I am primarily interested communicable disease, chronic disease prevalence and management, mental health and substance use, environmental conditions including how the built environment impacts health, and injury. I am requesting these data from all systems that provide healthcare in San Mateo County.

Please note, although there is, what some may consider protected health information, I am not requesting the name of the individuals be sent with this data feed. As always, patient names and other identifiers must be reported under regulations regarding reportable conditions. In addition, patient names and other identifiers can be requested on an individual case-by-case basis, as a related, but separate part of our routine public health function.

The PHA exemption in HIPAA (which exempts PHAs from obtaining patient consent for disclosures of protected health information (PHI) when the PHA is authorized by law to collect the information), CMIA exemption provisions in California Civil Code 56.10(c)(18), the general authority of the Health Officer found in various sections of the California Health and Safety Code, and the Meaningful Use provisions of the HITECH Act serve as the basis of this request.

Thank you for your cooperation as we take this next step in the evolution of healthcare in this county.

Sincerely,



Scott Morrow MD MPH MBA
San Mateo County Health Officer

Hospital Inpatient and Ambulatory Clinical Care Data Elements requested:

Data Element Name	Description of Field
Facility Name (Treating)	Unique facility identifier of facility where the patient is treated
Facility Name (Treating)	Name of treating facility where the patient is treated
Facility Street address (Treating)	Street address of treating facility location
Facility City (Treating)	City of treating facility location
Facility ZIP Code (Treating)	ZIP Code of treating facility location
Facility County (Treating)	County of treating facility location
Facility State (Treating)	State of treating facility location
Facility / Visit Type	Type of facility that the patient visited for treatment
Message Date/Time	Date and time that the report is created / generated from original source
Unique Patient / Visit Identifier	Unique identifier for a patient or patient visit
Medical Record Number	Patient medical record number
Demographics	
Age	Patient age at time of visit
Age units	Unit corresponding to numeric value of patient age
Gender	Stated gender of patient
Race	Race of patient
Ethnicity	Ethnicity of patient
Patient City / Town	City or town of patient residence
Patient ZIP Code	ZIP Code of patient residence
Patient County	County of patient residence
Patient State	State of patient residence
Patient Country	Country of patient residence
Visit Information	
Chief Complaint / Reason for Visit	Patient's self-reported chief complaint or reason for visit
Admit or Encounter Reason	Provider's reason for a patient admission or encounter
Admit or Encounter Date/Time	Date and time of patient admission or encounter

Date of Onset		Date that patient began having symptoms of condition being reported	
Patient Class		Patient classification within facility	
Hospital Unit		Hospital unit where patient is treated	
Diagnostic and Pre-Diagnostic			
Diagnosis Type		Qualifier for Diagnosis / Injury Code specifying type of diagnosis	
Primary Diagnosis		Primary diagnosis of the patient's condition	
Additional Diagnosis		Additional diagnoses of the patient's condition(s)	
Discharge Disposition		Patient's anticipated location or status following discharge	
Discharge or Disposition Date/ Time		Date and time of discharge or disposition	
Triage Notes		Triage notes for the patient visit	
Clinical Impression		Clinical impression of diagnosis	
Vitals			
Height		Height of the patient	
Weight		Weight of the patient	
Systolic and Diastolic Blood Pressure (SBP/ DBP) – Most Recent		Most recent systolic and diastolic blood pressure of the patient	
Initial Temperature		1st recorded temperature	
Initial Pulse Oximetry		1st recorded pulse oximetry value	
Risk Factors, Other Factors			
Smoking Status		Smoking status of the patient	

1P

SAN FRANCISCO HEALTH PLAN

FEE-FOR-SERVICE

HOSPITAL SERVICES AGREEMENT

Seton Medical Center

Seton Coastside

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SAN FRANCISCO HEALTH PLAN
FEE-FOR-SERVICE HOSPITAL SERVICES AGREEMENT

This Fee-For-Service Hospital Services Agreement (the "Agreement") is made and entered into this 1st day of September, 2018, by and between San Francisco Health Authority and San Francisco Community Health Authority both local governmental entities and doing business as the San Francisco Health Plan ("Health Plan") and Seton Medical Center and Seton Coastside ("Provider").

RECITALS

This Agreement is made with reference to the following facts:

A. Health Plan operates a prepaid health care service plan licensed pursuant to the Knox-Keene Health Care Service Plan Act of 1975, as amended (the "Knox-Keene Act").

B. Health Plan provides health care benefits to its Members who are entitled to such benefits pursuant to the contract with San Francisco Health Plan, the DHCS, and the City and County of San Francisco.

C. Provider owns and operates certain licensed hospitals, as listed in Exhibit B, attached hereto and incorporated herein by this reference, through which Provider desires to provide Hospital Services under this Agreement. Only those locations listed on Exhibit B are covered under this Agreement.

D. Provider is duly licensed by the State of California, to the extent required, and its personnel providing the abovementioned services are qualified and equipped to deliver those services in accordance with all applicable licensing provisions and requirements.

E. Provider shall participate in the lines of business indicated in Exhibit A (Compensation), pursuant to the terms and conditions of this Agreement.

F. Health Plan desires to contract with Provider and Provider desires to contract with Health Plan, to provide Covered Services to Health Plan Members pursuant to the terms and conditions set forth hereinafter.

NOW, THEREFORE the parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Acute Condition means a medical condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has a limited duration.

1.2 Advance Directive means a Member's written instructions, recognized under state law, relating to the provision of health care when the Member is not competent to make a health care decision as determined under state law. Examples of Advance Directives are living wills and durable powers of attorney for health care.

1.3 Agreement Year means the twelve (12) calendar month period commencing on the Effective Date of the Agreement, and thereafter commencing on the anniversary date of such Effective Date.

1.4 Authorization (Authorized) is the procedure for obtaining Medical Group's and/or Health Plan's prior approval (as applicable), in accordance with Medical Group's and/or Health Plan's Utilization Management policies and procedures, for services provided to Members which are Covered Services other than Emergency Services and Special Arrangements.

1.5 Benefit Program is a benefit program offered by the Health Plan through generally standard Subscriber Agreements. In the case of Healthy Kids Members, the benefit programs may be set forth in the rules and regulations adopted by the City and County of San Francisco and/or as required by Health Plan. In the case of Medi-Cal Members, the benefit program is set forth in the rules and regulations adopted by DHCS and as set forth in the Medi-Cal Agreement.

1.6 CCS means California Children Services.

1.7 CCS MOU is that agreement between Health Plan and CCS whereby CCS agrees to provide and pay for services for CCS eligible Members.

1.8 Claims Operations Manual ("COM") is the manual created by Health Plan, of which an online electronic version has been provided to Provider, which sets forth the procedures for claims processing, as updated from time to time, and incorporated into the Agreement by this reference. In the event that any provision in the COM or any updates thereto are clearly inconsistent with the terms of the Agreement, the terms of this Agreement shall prevail.

1.9 Clean Claim is defined as a fully completed claim form and any additional information that contains substantially all the required data elements necessary (including any essential documentation) for accurate adjudication without the need for additional information from outside Health Plan's system or additional review from other entities.

1.10 Confidential Information includes but is not limited to: (a) Individually Identifiable Health Information; (b) personal information and financial information concerning Health Plan, Members, health professional or any hospital; (c) provider-specific information related to credentialing proceedings, quality reviews, malpractice suits, and peer-reviewed determination; and (d) proprietary business information and trade secrets.

1.11 Continuity of Care Services are those Covered Services rendered by non-Participating Providers to Members undergoing a course of treatment with a non-Participating Provider and which are required to be provided to new Members or following termination of a

Participating Provider pursuant to California Health & Safety Code Section 1373.96 and/or the Benefit Program. Continuity of Care Services include completion of Covered Services for: (1) the duration of an Acute Condition; (2) up to twelve (12) months for a Serious Chronic Condition; (3) the duration of pregnancy and the immediate postpartum period; (4) completion of Covered Services for a terminal illness; (5) up to twelve (12) months care of a newborn child between birth and age thirty-six (36) months; (6) performance of surgeries or other procedures scheduled to occur within 180 days if Authorized as part of a documented course of treatment.

1.12 Copayment is defined as any amount the Member is required to pay, as provided for in the Benefit Program and disclosed to the Member in the evidence of coverage and/or disclosure form.

1.13 County Mental Health Plan ("CMHP") means San Francisco City and County Community Behavioral Health System.

1.14 Covered Services are all Medically Necessary healthcare and related services which Health Plan is obligated to provide pursuant to a Benefit Program or a Subscriber Agreement, as each may be amended from time to time.

1.15 Delegated Plan means any person, as defined in Cal. Health & Safety Code Section 1345(j), who undertakes to arrange for the provision of Covered Services to Members, or to pay for or to reimburse any part of the cost of those services, in return for a prepaid or periodic charge paid by or on behalf of the Members by Health Plan through a written agreement between Health Plan and the Delegated Plan.

1.16 Delegated Provider means an entity (medical group, independent physician association, physician/hospital organization, accountable care organization, or any other similar entity/organization) which has entered into a written contract with Health Plan on a capitated or fixed periodic payment basis to be financially responsible for Covered Services for Members. Delegated Providers are risk-bearing organizations (RBOs) pursuant to Cal. Health & Safety Code Section 1375.4 or designated capitated providers by DMHC. Lists of RBOs and capitated providers are found on the DMHC website: www.dmhc.ca.gov.

1.17 Delegation means the assignment of responsibility by Health Plan to Provider to carry out certain administrative functions.

1.18 Delegation Agreement and R3 means an agreement between Health Plan and Provider that outlines the administrative functions Health Plan delegates to Provider for Covered Services, and the roles, responsibilities, and reporting requirements for the annual review and audit for which the Provider agrees to comply.

1.19 DHCS means the California Department of Health Care Services.

1.20 DMHC means the California Department of Managed Health Care.

1.21 Effective Date is the date specified in the introductory paragraph of this Agreement.

1.22 Emergency Medical Condition means a medical condition manifesting itself by acute symptoms of such severity (including severe pain) such that a prudent layperson who possesses an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention could reasonably be expected to result in any of the following: (1) placing the patient's health (or, in the case of a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (2) serious impairment of bodily functions; or (3) serious dysfunction of any bodily organ or part.

1.23 Emergency Services means medical screening, examination and evaluation by a physician, or to the extent permitted by applicable law, by other appropriate personnel under the supervision of a physician to determine if an Emergency Medical Condition or active labor exists, and if it does, the care treatment, and surgery by a physician or other appropriately licensed personnel to evaluate or stabilize the Emergency Medical Condition, within the capability of the facility. Emergency Services also means an additional screening, examination and evaluation by a physician, or other personnel to the extent permitted by applicable law and within the scope of their licensure and clinical privileges, to determine if a psychiatric Emergency Medical Condition exists, and the care and treatment necessary to evaluate or stabilize the psychiatric Emergency Medical Condition within the capability of the facility.

1.24 Federally Qualified Health Center ("FQHC") means an entity defined as a federally qualified health center in 42 U.S.C. §1396d(l)(2)(B) and providing services as defined in 42 U.S.C. §1396d(a)(2)(C), and operating within the City and County of San Francisco.

1.25 Fee-For-Service Payment is the payment made by Health Plan to Provider, pursuant to Exhibit A, as payment in full for the provision of Authorized Hospital Services by Provider to Members.

1.26 Health Professional means a person holding a license or certificate, appropriate to provide health care services in the State of California. Health Professionals include, but are not limited to, psychologists, podiatrists, nurses, nurse practitioner, certified nurse midwife, physician assistant, physical therapists, speech therapists, occupational therapists, optometrists, dentists and laboratory technicians.

1.27 Healthy Kids Agreement is that agreement entered into by Health Plan and the City and County of San Francisco for the provision of health care services to Healthy Kids Program Members.

1.28 HEDIS means the Healthcare Effectiveness Data and Information Set.

1.29 HIPAA refers to the federal Health Insurance Portability and Accountability Act of 1996 and attendant privacy and security regulations, as amended from time to time.

1.30 HITECH (or the "HITECH Act") refers to the Health Information Technology for Economic Clinical Health Act passed as part of the American Recovery and Reinvestment Act of 2009.

1.31 Hospital Services are those services which Provider is particularly licensed to provide and are Emergency Services or Authorized Covered Services under the terms of a Member's Benefit Program.

1.32 Individually Identifiable Health Information means health information that: (i) is created by or received from a Health Professional, Health Plan, or health care clearinghouse; and (ii) relates to the past, present or future physical or mental health or condition of an individual, provision of health care, to an individual, or payment for the provision of health care to an individual, which identifies or could reasonably be used to identify the individual.

1.33 Inpatient Services (Inpatient) include, but are not limited to: (a) bed and board; (b) medical nursing, surgical, skilled nursing, pharmacy and dietary services; (c) all diagnostic and therapeutic services required by a Member when ordered by an attending physician with appropriate medical and clinical staff privileges; (d) use of facilities, and medical, mental health, social services, and discharge planning services required for the provision of Covered Services; (e) drugs while an inpatient, take-home drugs, implants, supplies, appliances and equipment; (f) services, including but not limited to, diagnostic testing or Emergency Services rendered at a hospital within 24 hours prior to Member's admission as an Inpatient, which are related to the condition for which the Member is admitted; and (g) observation services.

1.34 Interpretation (Interpreter Services) is the act of listening to something spoken or reading something written in one language and orally expressing it accurately and with appropriate cultural relevance into another language.

1.35 Licensed Mental Health Professional ("LMHP") means a Participating Provider licensed by the State of California to provide mental health services; including Licensed Clinical Social Worker, Licensed Psychologist, Psychiatrist, and Marriage and Family Therapist.

1.36 Limited English Proficient or LEP Enrollee is an enrollee (Member) who has an inability or limited ability to speak, read, write or understand the English language at a level that permits that individual to interact effectively with health care providers or Health Plan employees.

1.37 Medi-Cal Agreement is that agreement entered into between Health Plan and DHCS for the provision of health care services to Medi-Cal Members.

1.38 Medi-Cal Rules are the laws, regulations, requirements, DHCS rules, and DHCS all-plan letters (and other similar types of letters) governing the Medi-Cal program and the delivery of health care services to Medi-Cal Members.

1.39 Medical Group means the Delegated Provider to which Health Plan has assigned its Member, and which is financially responsible for specified Covered Services as described in a written contract with Health Plan.

1.40 Medically Necessary means those services and supplies which have been established as safe and effective and are furnished in accordance with generally accepted professional

standards to protect life, to prevent significant illness or disability, or to treat an illness or injury, and which, as determined by Health Plan, are: (i) consistent with the patient's health status symptoms or diagnosis, (ii) provided for the diagnosis and direct care and treatment of such patient's condition, (iii) not furnished primarily for the convenience of the patient or the provider, and (iv) furnished at the most appropriate level which can be provided safely and effectively to the patient.

1.41 Member(s) is an individual who is enrolled in Health Plan, who meets all the eligibility requirements for membership. Member also includes a child born to a Member for the period of time required by State law and/or applicable Subscriber Agreements.

1.42 Member Grievance Procedure is that procedure followed by Health Plan for the processing and resolution of all Member complaints.

1.43 NCQA means National Committee for Quality Assurance.

1.44 Network Operations Manual ("NOM") refers to the manual developed by Health Plan, of which an online electronic version has been provided to Provider, which sets forth Health Plan's operational rules and procedures, including without limitation Utilization Management, quality improvement, billing and credentialing requirements, as updated from time to time, and incorporated herein to this Agreement by this reference. In the event that any provision in the NOM or any updates thereto are clearly inconsistent with the terms of the Agreement, the terms of this Agreement shall prevail.

1.45 Non-Covered Services are those services not covered, as determined by Health Plan, under any Benefit Program in which a Member participates.

1.46 Non-specialty Mental Health Services means Medically Necessary services that Health Plan will provide for Members with mild to moderate mental health conditions as further described in Health Plan's Medi-Cal managed care program contract with DHCS and applicable DHCS MMCD All Plan Letters, including APL 13-018 and APL 13-021. Such Medically Necessary services may include: individual or group mental health evaluation and treatment (psychotherapy); psychological testing when clinically indicated to evaluate a mental health condition; psychiatric consultation for medication management; and outpatient laboratory, supplies and supplements.

1.47 Outpatient Services (Outpatient) include, but are not limited to, Emergency Services, outpatient and short stay surgery, day care, clinic care, and related ancillary services. Any Outpatient Services delivered to a Member within 24 hours of an admission or discharge as an Inpatient for the same medical condition are Inpatient Services and are included in the Inpatient per diem.

1.48 Participating Providers are those healthcare providers who have entered into a medical services agreement with Health Plan to provide Covered Services to a Member.

1.49 PHI means protected health information, as that term is defined under HIPAA.

1.50 Primary Care Provider ("PCP") is a general practitioner, family practitioner, internist, obstetrician/gynecologist, pediatrician, nurse practitioner, certified nurse midwife or physician assistant who has contracted as a PCP to provide primary care to Members and to refer, authorize, supervise and coordinate the provision of Benefit Programs to Members in accordance with this Agreement.

1.51 Provider Dispute Mechanism is a dispute, appeals and grievance mechanism developed by Health Plan, as set forth in both the Network Operations Manual and the Claims Operations Manual through which a provider may appeal a decision by Health Plan relating to payment of claims, benefit determinations, or other complaints related to contractual terms and conditions.

1.52 Provider Locations are those licensed hospitals owned and operated by Provider and listed in Exhibit B of this Agreement.

1.53 Reciprocity Rates are those rates set forth in Exhibit A-1 of this Agreement which Provider agrees to accept as payment in full from other Delegated Plans or Delegated Providers, provided that such Delegated Plans/Delegated Providers do not have a direct contract with Provider and have equivalent reciprocity rates and language in a written agreement with Health Plan.

1.54 Regulating Agency means, as applicable, either one or all of the following: DHCS, DMHC, United States Department of Health and Human Services ("DHHS"), the Centers for Medicare and Medicaid Services ("CMS"), United States Department of Justice ("DOJ"), the California Attorney General or any other State or federal government agency to whom Health Plan or Provider has a contractual or legal obligation.

1.55 SED means Seriously Emotionally Disturbed pursuant to California Welfare and Institutions Code Section 5600.3 and the Network Operations Manual.

1.56 Serious Chronic Condition means a medical condition due to a disease, illness, or other medical problem or medical disorder that is serious in nature, and that does either of the following:

(1) Persists without full cure or worsens over an extended period of time.
(2) Requires ongoing treatment to maintain remission or prevent deterioration.

1.57 Service Area means the geographic area designated by the U.S. Postal ZIP codes that comprise the City and County of San Francisco.

1.58 Special Arrangements are those Covered Services related to: (1) pregnancy diagnosis; (2) family planning; (3) confidential HIV testing; and (4) sexually transmitted diseases designated by DHCS.

1.59 Specialist is a physician other than a PCP who is a Participating Provider and has the responsibility of providing Specialty Care Services to Members upon referral by a PCP and Authorization of such referral.

1.60 Specialty Care Services means all Covered Services rendered to Members by a Specialist, upon referral by a PCP and Authorization of such referral.

1.61 Specialty Mental Health means those specialty mental health services for adults and children defined in Health Plan's Medi-Cal managed care program contract with DHCS and described in applicable DHCS MMCD All Plan Letters, including APL 13-018 and APL 13-021.

1.62 State means the State of California.

1.63 Subscriber Agreement is the contract, applicable to the Member, which sets forth the Benefit Program, and the Covered Services to which the Member is entitled, as well as the Member's Copayment obligation (if any). In respect to the Healthy Kids Members, the Subscriber Agreement is between the Health Plan and the City and County of San Francisco. In respect to Medi-Cal Members, the Subscriber Agreement is between the Health Plan and the DHCS.

1.64 TPL means third party liability.

1.65 Urgent Care Services are medical services required to prevent serious deterioration of health following the onset of an unforeseen condition or injury.

1.66 U.R. Coordinator means a duly qualified physician of Provider's medical staff who will, at Provider's expense and on Provider's behalf, serve as a medical liaison between Health Plan and Provider, assist in quality assurance procedures for Health Plan, and perform such other duties as are specified in this Agreement.

1.67 Utilization Management means the process of evaluating the necessity, appropriateness, and efficiency of the use of medical services, procedures and facilities.

ARTICLE 2. TERM AND TERMINATION

2.1 Term. This Agreement will become effective on the Effective Date and shall continue in effect for a period of two (2) years. Thereafter, this Agreement will automatically renew for one-year periods, until terminated by either party pursuant to the terms of this Article 2.

2.2 Termination without Cause. Notwithstanding any other provision of this Agreement after the first year of the term hereunder, either party may voluntarily terminate this Agreement at any time giving at least ninety (90) calendar days prior written notice to the other party.

2.3 Termination with Cause. If either party defaults in the performance of any material term or condition of this Agreement, and the default is one which may be cured, the party in default must cure that default by a satisfactory performance within thirty (30) calendar days of written notice of the default or an alternative timeframe as mutually agreed upon

between the parties. If the party in default fails to cure the default within that time, then the non-defaulting party may terminate this Agreement by giving at least fifteen (15) calendar days prior written notice to the defaulting party. Material defaults shall include, but are not limited to, the following: failure to provide medical care in accordance with the standard of care in the medical community of which Provider is providing Covered Services to Members.

2.4 Immediate Termination. Notwithstanding any other provision of this Agreement, Health Plan may without prior notice immediately terminate this Agreement and transfer Member(s) to another provider by giving notice to Provider in the event of any of the following:

(a) Provider's license or certificate to render Covered Services is limited, suspended or revoked, or disciplinary proceedings are commenced against Provider by the state licensing authority;

(b) Provider fails to maintain insurance required by this Agreement;

(c) Provider loses credentialed status;

(d) Provider becomes insolvent or files a petition to declare bankruptcy or for reorganization under the bankruptcy laws of the United States, or a trustee in bankruptcy or receiver for Provider is appointed by appropriate authority;

(e) Health Plan determines that Provider's facility, vehicles and/or equipment is insufficient to render Hospital Services to Members;

(f) Provider is excluded from participation in Medicare and state health care programs pursuant to Section 1128 of the Social Security Act or the Medi-Cal Suspended and Ineligible Provider List or otherwise terminated, suspended, or excluded as a provider by any state or federal health care program;

(g) Provider engages in fraud or deception, or knowingly permits fraud or deception by another in connection with Provider's obligations under this Agreement;

(h) Health Plan determines that Hospital Services are not being properly provided, or arranged for, and that such failure poses a threat to Members' health and safety;

(i) Health Plan's license necessary for the performance of this Agreement is revoked or Health Plan's Subscriber Agreement(s) with Regulating Agency(ies) is terminated.

2.5 Effect of Termination. Upon termination of this Agreement, this Agreement shall be considered of no further force or effect whatsoever, and each of the parties shall be relieved and discharged from its duties under this Agreement, except as follows:

(a) At Health Plan's option, Provider will continue to provide services to Health Plan Members who are under its care at the time of termination at the current rates set forth in this Agreement until such time as:

i. Appropriate discharge or transfer of members receiving Hospital Services is achieved, or Health Plan makes reasonable and medically appropriate arrangements of the assumption of such care by a Participating Provider, whichever is sooner; or

ii. An alternate source of payment for such services, acceptable to Provider and Health Plan has been found.

(b) Provider will at the request of the Member continue to provide Continuity of Care Services until the Continuity of Care Services are completed.

(c) Provider will, in the event of Health Plan's insolvency, continue rendering Covered Services to any Member who is an inpatient of Provider until such Member's discharge or transfer to another appropriate facility.

(d) Both Health Plan and Provider will cooperate to achieve an orderly and dignified transfer of Members, including the transfer of Member's medical records, to other Participating Providers.

(e) Termination of this Agreement shall have no effect upon the rights and obligations of the parties arising out of any transactions or health care services provided or occurring prior to the effective date of such termination. In addition, termination of this Agreement will not affect any right or obligations hereunder which will have been previously accrued, or will thereafter arise with respect to any occurrence prior to termination. Such rights and obligations will continue to be governed by the terms of this Agreement including, but not limited to, the provisions of Articles 8 (Medical Records, Reports and Inspections), Article 10 (Dispute Resolution), and Article 13 (Confidentiality), as well as Section 6.2 (Surcharges Prohibited) Section 9.1 (Provider Insurance) and this Section 2.5 (Effect of Termination), 14.15 (Mutual Indemnification) which shall survive the termination of this Agreement.

2.6 Additional Health Plan Rights and Remedies. In addition to all other rights and remedies set forth in this Agreement, Health Plan may:

(a) In the event that Health Plan in good faith determines that Provider is either: (i) in breach of material obligations hereunder, or (ii) in any other respect is not able to timely and properly provide Hospital Services to which Members are entitled, then in any such event, after Health Plan provides notice and the opportunity to cure (if required), Health Plan may elect to transfer some or all Members, as medically appropriate, to other Participating Providers who provide the same or similar Hospital Services and who are under contract to Health Plan. In such event, Provider agrees to provide assistance and consultation for all such transfers.

(b) In the event that any Regulating Agency requires that Health Plan be able to take a specified action in respect to Provider due to Provider's failure to satisfy regulatory requirements, quality of care, quality improvement, credentialing, or any other standard or requirement, then in such event this Agreement shall be deemed to include the right of Health Plan, after providing notice to Provider of such action or actions, and in consultation with Provider to take such required action(s).

2.7 Termination of Subscriber Agreement. In the event the Subscriber Agreement terminates or expires, prior to such termination or expiration, Provider will allow Regulating Agency and Health Plan to copy medical records of all Members pertaining to Covered Services, or will provide copies of medical records of all Members pertaining to Covered Services, in order to facilitate the transition of such Members to another health care system. Subject to privacy and confidentiality requirements, prior to the termination or expiration of the Subscriber Agreement, upon request by Regulating Agency, Provider will assist Regulating Agency in the orderly transfer of Member's medical care by making available to Regulating Agency copies of medical records for Covered Services, patient files, and any other pertinent information, including information maintained by any of the Provider's subcontractors, necessary for efficient case management of Members, as determined by Regulating Agency. Provider will not charge Regulating Agency, Health Plan, or Member for Provider's photocopying of such records. Under no circumstances will a Member be billed for this service.

ARTICLE 3. SERVICES TO BE PROVIDED

3.1 Services To Be Provided. Provider shall provide Authorized Hospital Services (except for Emergency Services) which are Medically Necessary to Members, directly or through arrangements with other providers, in accordance with this Agreement and Health Plan's policies and procedures. Provider shall make Hospital Services available to Members, at Provider Locations, and such other locations, if any, as may be agreed in writing between Health Plan and Provider. Emergency Services will be available, as Medically Necessary, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year. Provider shall provide Hospital Services to Members, including Emergency Services, in a timely manner appropriate for the nature of the Member's condition consistent with good professional practices and on the same basis as it makes such services available to all its patients. Provider is responsible for coordinating the provision of Hospital Services with Medical Group or Health Plan, as applicable.

3.2 Services Not Covered by a Benefit Program. Health Plan shall have the right to determine whether or not a particular service is a Covered Service. If Provider disagrees with Health Plan's determination, Provider shall submit the dispute through the Provider Dispute Mechanism. Non-Covered Services shall include, but are not limited to: (i) treatments which are not Medically Necessary; (ii) treatments which are not Authorized; and (iii) treatments which are not a covered benefit under the applicable Benefit Program.

3.3 Access Standards. Provider shall make necessary and appropriate arrangements to assure the availability of Hospital Services to Members in a timely manner appropriate for the nature of the Member's condition consistent with good professional practices and as necessary to comply with Health Plan's, Regulating Agencies' or other accrediting organization standards, the Knox-Keene Act and the rules promulgated thereunder as set forth at Title 28 of the California Code of Regulations, including without limitation, sections 1300.67.2, 1300.67.2.1, and 1300.67.2.2.

3.4 Arranging for Services. Provider shall supply and be financially responsible for all necessary facilities, services, personnel, equipment, instruments and supplies required to operate Provider's facility(ies).

3.5 Service Authorization/Case Management.

(a) Provider shall comply with the Authorization requirements and utilization review requirements of Medical Group and/or Health Plan, as applicable, at any and all contracted sites of service prior to providing services to any Member. In the case of Emergency Services, Provider, prior to the provision of post stabilization services, shall obtain the Authorization of Medical Group or Health Plan (as applicable) as soon as possible but in no event later than twenty-four (24) hours after admission ("Notification Period"). If such Notification Period ends on a weekend or holiday, the Notification Period shall be extended to 5:00 p.m. on the next occurring non-holiday weekday.

(b) Provider shall, in coordination with Medical Group, notify Health Plan of the denial, deferral, or modification of Authorization requests to enable Health Plan to meets its obligations under the Subscriber Agreement. Provider shall also provide information regarding the referral of Members as may be set forth in the Network Operations Manual.

3.6 Utilization Review Coordination. Provider shall designate an experienced U.R. Coordinator, capable of effectively coordinating the provision of Hospital Services to Members. The U.R. Coordinator shall, among other duties, assist Provider and Health Plan with respect to implementing Hospital Services Authorizations, approval of Member referrals, and such other duties to coordinate and arrange Hospital Services for Members as Provider shall designate and Health Plan or Medical Group (as applicable) shall approve from time to time.

3.7 Local Health Department Coordination. Provider acknowledges that Health Plan is required by the Subscriber Agreement to coordinate the delivery of Covered Services with local public health department services. To comply with such provisions of the Subscriber Agreement, Provider shall follow the reasonable rules and procedures regarding Provider's coordination with and payment for public health services set forth in the Network Operations Manual.

3.8 Consultants, Specialists and Non-Participating Provider Services. Members who are inpatients at Provider Locations will have access to hospital staff for consultation as Medically Necessary and as requested by the Member's admitting physician or PCP. Covered Services requested by non-Participating Providers will require prior Authorization except as otherwise provided in this Agreement, or where necessary due to a Member's need for Emergency Services.

3.9 Staff Privileges. Provider shall arrange staff privileges or other appropriate access to qualified Participating Providers and physicians who are members or participants in the Medical Group network, as applicable. Such Participating Providers and physicians shall meet the reasonable standards established by Provider's medical staff and the bylaws, rules, and regulations of Provider. Provider shall immediately notify Health Plan in the event Provider restricts, terminates, or limits the staff privileges of any Participating Provider or any physician or health care provider under contract with Medical Group or, in respect to such Participating Provider, physician, or healthcare provider, initiates an investigation or other proceeding based upon a medical disciplinary cause of action, or learns that such has been sanctioned by the Medicare or Medi-Cal Program or subjected to discipline or sanctions by the California Medical Board. Notwithstanding the foregoing, Provider does not waive its rights under California Evidence Code Section 1157 et. Seq.

3.10 Standard of Care and Legal Compliance. Provider shall maintain the necessary registrations, accreditation, certifications and licenses required by the State of California, federal government and/or any other accreditation entity or regulating agency. Provider shall be, and remain, accredited by the Joint Commission on Accreditation of Health Care Organizations ("Joint Commission") and certified under Title XVIII and XIX of the Social Security Act. All Hospital Services will be provided by professional personnel and at physical facilities at a level of care and competence that equals or exceeds the generally accepted and professionally recognized standard of practice prevailing in San Francisco, California at the time of treatment, all applicable federal and state laws, licensing requirements and professional standards, government programmatic requirements, and in conformity with the professional and technical standards adopted by Health Plan's Utilization Management Program (as defined below). Provider agrees to perform its duties under the Agreement in manner consistent with the reasonable administrative guidelines provided by Health Plan. Provider and each of its subcontractors shall meet applicable requirements established under Titles XVIII and XIX of the Social Security Act unless exempted from those provisions; applicable requirements of Chapters 3 and 4, Subdivision 1, Division 3, Title 22, California Code of Regulations; and the standards set forth in the Subscriber Agreements which are applicable to Provider and its subcontractors.

3.11 Advance Directive. Provider shall document all Member records with respect to the existence of an Advance Directive in compliance with the Patient Self-Determination Act (Section 4751 of the Omnibus Reconciliation Act of 1990), as amended, and other appropriate laws. Provider shall not condition treatment or otherwise discriminate on the basis or whether a member has executed an Advance Directive.

3.12 Facilities, Equipment, and Personnel. Provider shall maintain facilities, equipment, personnel and administrative services at a level and quality as necessary to perform Provider's duties and responsibilities under this Agreement and to meet all applicable legal requirements, including the provisions of Title 22, California Code of Regulations Section 53230 and the accessibility requirements of the Americans with Disabilities Act. Provider agrees to provide at least sixty (60) calendar days' notice to Health Plan prior to the opening of any new location and one hundred twenty (120) calendar days' notice to Health Plan prior to the closing of any location.

3.13 Inspection of Facilities. Provider shall permit Health Plan and its representatives reasonable access to such facilities for onsite inspections, accreditation reviews, and credentialing purposes. In addition, Provider agrees that it shall cooperate with inspections of Provider facilities and records, as conducted by Regulating Agencies or Health Plan, which are required to assure compliance with required facility standards and as required by Title 28 of the California Code of Regulations, Section 1300.80. In the event that Health Plan or Regulating Agencies find any deficiencies in such facilities or records, Provider shall have thirty (30) calendar days (or a shorter period of time if so prescribed by a Regulating Agency) to substantially correct such deficiencies which are identified. Provider and its subcontractors shall fully cooperate with Health Plan in respect to accreditation of Health Plan and shall permit inspections of its facilities and records by NCQA and other accreditation organizations and will provide such as information as requested by such organizations.

3.14 Utilization Management. A Utilization Management program shall be established to review the medical necessity of Covered Services furnished by Provider to Members on an inpatient and outpatient basis. Such program will be established by Health Plan, in its sole and absolute discretion, and will include pre-admission, concurrent and retrospective review and Authorization procedures. Provider agrees to participate in and abide by Health Plan's utilization review, subject to the rights of reconsideration available under the Agreement. Provider agrees to provide Health Plan, or designee, access to, the necessary records for the purpose of conducting concurrent review and case management on Members who are receiving services by Provider, Health Plan, or designee, shall adhere to the reasonable procedures established by Provider regarding such access. Provider agrees that Utilization Management decisions of the Health Plan may be used to deny Provider payment hereunder for those Covered Services provided to a Member which is determined not to be Medically Necessary or for which Provider failed to receive a prior written Authorization to treat a Member. Provider shall have approved procedures, which includes but is not limited to coordinating with Health Plan, to identify, assess and establish a treatment plan for Members with serious or complex medical conditions. Provider will provide Health Plan access to all records and information systems necessary for Health Plan to perform Utilization Management for Members When accessing medical records containing Individually Identifiable Health Information, Health Plan will comply with the terms and conditions of Article 13 of this Agreement. If Provider has provided Authorized Medically Necessary Covered Services to a Member in good faith pursuant to an Authorization given by Health Plan, payment will not be denied.

3.15 Referrals. Provider has no authority to refer Members to other providers or authorize services with another provider except Emergency Services. Members should be directed to contact Health Plan or Member's Primary Care Physician to obtain an Authorization for services other than Emergency Services.

3.16 Quality Management and Improvement Program. A quality management and improvement program shall be established to review the quality of Covered Services furnished by Provider to Members on an inpatient and outpatient basis. Such program will be established by Health Plan, in its sole and absolute discretion. Provider agrees to cooperate with Health Plan in the Health Plan quality management and improvement program, with regular Health Plan monitoring and evaluation of compliance with the quality management standards and Health Plan policies and procedures, including participation in Member Grievance Procedures and quality of care studies. Provider shall implement an ongoing quality management and improvement programs which conform with generally accepted and professionally recognized standards of practice in compliance with the standards developed by Health Plan. Provider shall develop written procedures for remedial action whenever, as determined by the quality management and improvement programs, inappropriate or substandard services have been furnished or services that should have been furnished have not been furnished. Upon reasonable request, Provider shall provide Health Plan, or designee, with copies of records maintained by Provider that are required in connection with such program, subject to applicable state and federal law concerning the confidentiality of medical records, within five (5) calendar days of request.

3.17 Credentialing Standards.

(a) Provider shall participate in Health Plan's credentialing and re-credentialing process and shall satisfy, throughout the term of this Agreement, all credentialing and re-credentialing criteria established by the Health Plan. If Provider's credentialed status is revoked, suspended or limited by Health Plan, Health Plan may at its discretion terminate this Agreement and/or reassign Members to another provider.

(b) In providing services hereunder, and except as otherwise provided below, Provider shall utilize only providers who are credentialed and re-credentialed in accordance with Health Plan's standards. Each of Provider's providers shall provide to Health Plan, on request, credentialing information, in such form as reasonably required by Health Plan. Health Plan, in its sole discretion, may elect to exclude specific providers from caring for Members, provided that Health Plan first notifies Provider of its intent to exclude such provider and the reasons for such exclusion.

(c) Provider, its employees, its contractors (direct and indirect), and each of its providers through whom it will provide services under this Agreement shall not have been convicted of crimes as specified in Section 1128 of the Social Security Act (42 U.S.C. 1320a-7), excluded from participation in the Medicare or Medicaid program, assessed a civil penalty under the provisions of Section 1128,

entered into a contractual relationship with an entity convicted of a crime specified in Section 1128, or taken any other action that would prohibit it from participation in Medicaid and/or state health care programs.

(d) Provider represents and warrants that during the term of this Agreement, Provider and each of its providers through whom it will provide services under this Agreement shall maintain a current, unrestricted license or certificate as required under California law, free of disciplinary action, to provide services to Health Plan Members within the scope of the provider's practice. Provider shall provide evidence of such licensure to Health Plan upon request.

(e) Provider shall immediately notify Health Plan if it knows or reasonably should know that:

i. The license of Provider or any of its providers through whom it will provide services under this Agreement is suspended, revoked or restricted in any manner; or any action or investigation is initiated which may result in such a suspension, revocation, or restriction; or

ii. Such person is the subject of legal (malpractice) action or governmental action, inquiry or formal allegation concerning his or her qualifications or ability to perform services (including any allegation of malpractice); or

iii. Any payment is made by or on behalf of such person pursuant to a judgment rendered upon a malpractice legal (malpractice) action or governmental action, inquiry or formal allegation; or

iv. Any criminal investigations or proceedings have been brought against such person; or

v. Such person is or has been convicted for crimes involving moral turpitude or felonies; or

vi. Any civil claim asserted against such person that may jeopardize such person's financial soundness; or

vii. There is any material change in any of the credentialing information which has been provided to Health Plan regarding such person; or

viii. Such person is excluded from participation in or subject to sanctions under the Medicare or Medi-Cal Programs, or any other state or federal health care program.

(f) Provider hereby authorizes Health Plan to release any and all information, records, summaries of records and statistical reports specific to Provider (including, but not limited to, physician utilization profiles pertinent to Provider's use of Covered Services, professional qualifications and credentialing information) to any Regulating Agencies or other Participating Providers without

receiving Provider's prior written consents. Provider hereby releases Health Plan, its employees and/or its authorized agents from any and all liability and expense which is incurred by Health Plan, its employees or its authorized agents due to any action taken by Health Plan pursuant to this Section of the Agreement.

3.18 Medical Staff. Provider shall maintain a medical staff organization that shall conduct, among other things, credentialing, appointment, re-credentialing, discipline and termination of medical staff physicians. Without limiting the foregoing sentence:

(a) To the extent permitted by law, Provider shall provide to Health Plan documentation as may be reasonably requested in writing by Health Plan specifying the names, medical staff category, and clinical privileges of Participating Providers on Provider's medical staff, and any credentialing, recredentialing, discipline, termination or other action taken with respect to such physicians, no less than a quarterly basis or at such other intervals as may be reasonably required by Health Plan.

(b) The medical staff of Provider shall implement and maintain a fair hearing plan for providing medical staff members with hearing rights in connection with actions taken on any Participating Provider's application, continued employment or contracting status or any other actions by Provider, due to a medical disciplinary cause or reason (as defined in applicable law and regulations). To the extent permitted by law, Provider shall promptly notify Health Plan in writing of: (1) any Final Actions described herein taken with respect to any Participating Provider; (2) any Final Action taken by Provider to terminate, suspend, restrict, proctor or otherwise affect the medical staff membership or clinical privileges of any Participating Providers; and (3) any reports of statements relating to any Participating Providers that require filing with the Medical Board of California pursuant to California Business and Professions Code section 805, within seven (7) calendar days of filing the same. A Final Action marks the consummation of the Provider's decision making process and is not merely tentative or interlocutory in nature. A Final Action is one by which rights or obligations have been determined, or which will result in legal consequences.

(c) Provider shall, upon written request, provide Health Plan with any requested information and shall execute any releases requested by Health Plan to allow Health Plan to make credentialing, recredentialing, utilization review, and quality review determinations with respect to Provider and any Participating Provider maintaining medical staff membership and/or clinical privileges with Provider.

(d) Health Plan will preserve and protect the confidentiality of all information received from Provider pursuant to this Section and shall not disclose such information to any third party except as may be required by law.

3.19 Delegated Services.

(a) If Provider has been delegated responsibilities pursuant to the Agreement, Provider agrees that:

i. Any and all delegated activities, obligations and reporting responsibilities are required to be specified in the Agreement, and have been so specified in the Delegation Agreement and R3;

ii. Provider agrees to perform the delegated activities and reporting responsibilities set forth in the Delegation Agreement and R3; and

iii. Health Plan maintains the right to revoke the delegated activities or obligations, or specify other remedies (i.e. corrective action plan) where DHCS or Health Plan determines Provider is not performing satisfactorily.

3.20 Subcontracting.

(a) In the event Provider subcontracts its duties or obligations under this Agreement, Provider shall obtain the express prior written consent of Health Plan. All subcontracts shall be in writing and shall ensure that such providers comply with all applicable terms and conditions of this Agreement including, but not limited to:

i. Requirements related to licensure and insurance;

ii. Requirements to provide treatment to Health Plan Members;

iii. The requirement not to balance bill or otherwise seek any type of payment or remuneration (other than allowable Copayment amounts) from Health Plan Members;

iv. The requirement to maintain and disclose such records to Health Plan and to Regulating Agencies;

v. The requirement to cooperate with and participate in Health Plan's quality improvement and utilization management programs and Member grievance procedures;

vi. Acknowledgment that Health Plan shall not be responsible for the performance of Provider's obligations; and

vii. The requirement to submit timely, complete and accurate claims in compliance with Health Plan's standards as communicated to and accepted by Provider.

(b) Subcontracts must indemnify and hold Health Plan harmless from and against any and all claims, increasing any penalties and interest thereon, which a subcontracted provider may have for reimbursement for Hospital Services provided to Members.

(c) Upon Health Plan's written request, such written agreements between Provider and other providers, and any amendments thereto, shall be submitted to Health Plan for its prior review and comment. In submitting such agreements to Health Plan, Provider may, in its discretion, delete from such agreements its negotiated rates of payment and other Confidential Information.

(d) Health Plan shall have the right to terminate a subcontractor's services for any Member should Health Plan determine that the subcontractor is not providing services in a manner that meets Health Plan's reasonable approval.

(e) Provider shall remain the prime contractor for Hospital Services and be responsible for the conduct and performance of each approved subcontractor as if Provider had performed all of the subcontracted Hospital Services. Provider shall be solely responsible for reimbursing subcontractors for services rendered to Health Plan Members. Provider shall provide Health Plan with at least one hundred twenty (120) calendar days' written notice prior to termination of an agreement with a subcontracted facility, unless subcontract provides for a shorter termination period.

3.21 Nondiscrimination/Equal Treatment. Provider shall not differentiate or discriminate in the scheduling of appointments, the treatment of Members, the quality of services, or in any other respect against Member, or on the basis of race, color, national origin, ancestry, religion, sex, marital status, health status, sexual orientation, physical, sensory or mental handicap, disability, age, socioeconomic status, or participation in publicly financed programs of health care, or because any grievance or complaint has been filed by such Member. Provider shall render Covered Physician Services to Members in the same location, in the same manner, in accordance with the same standards, and within the same time availability regardless of payor. Provider will provide reasonable access and accommodation to persons with disabilities to the extent required of a health services provider under the Americans with Disabilities Act and any applicable state law. Provider shall comply with Section 1557 of the Patient Protection and Affordable Care Act, the regulations promulgated thereto, and other applicable Federal civil rights laws in providing services to Members. Without limiting the generality of the foregoing, Provider shall take reasonable and appropriate steps to:

(a) Provide meaningful access to each Member with limited English proficiency (including, without limitation, offering a qualified interpreter) and ensure such language assistance services are accurate and timely, protect the privacy and independence of Members, and provided free of charge;

(b) Ensure that communications with Members who have disabilities are effective and in accordance with the standards found at 28 CFR 35.160 through 35.164, including, without limitation, provision of sign language interpreters and appropriate auxiliary aids and services to Members with impaired sensory, manual, or speaking skills; and

(c) Make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination on the basis of disability, unless Provider can demonstrate that making the modifications would fundamentally alter the nature of the health program or activity.

3.22 California Children Services. If applicable, Provider agrees to assist Health Plan in identifying Members who qualify for the CCS program and shall refer such Members to an approved CCS provider or hospital for treatment of the specific CCS qualifying condition, as set forth in the Network Operation's Manual, and as required by the CCS MOU. Provider shall continue to provide health care services and all other Medically Necessary health services to Members and shall cooperate with Health Plan in coordinating the CCS Member's care. Services rendered for CCS eligible conditions are not the financial responsibility of Health Plan.

3.23 SED Health Referrals. Provider will notify Health Plan of Members who are determined to be SED and will assist Health Plan in coordinating such Members' care with the San Francisco County Department of Mental Health, if applicable and as set forth in the SED Memorandum of Understanding. Services rendered for SED eligible conditions are not the financial responsibility of the Health Plan.

3.24 Cooperation with Health Plan. Provider will participate whenever possible in Health Plan activities, including but not limited to, Authorization protocols, utilization protocols, quality improvement programs, and provider education programs, all as set forth in the Network Operations Manual or individual Health Plan policies. Provider will cooperate with requests made by Health Plan pursuant to regulatory policy decisions or other notices received by Health Plan from a Regulating Agency regarding its obligation to meet contractual or regulatory standards. In addition, Provider will cooperate with Health Plan in meeting patient satisfaction standards, will assist Health Plan in the maintenance of statistical data, records, reporting requirements, and will implement policies as may be reasonably required by Health Plan for Health Plan's compliance with the Knox-Keene Act and the regulatory or contractual requirements of any Regulating Agency, or the City and County of San Francisco and any other applicable accrediting agencies and bodies.

3.25 Health Education/Training and Lactation Services.

(a) Provider shall make reasonable efforts to participate in and cooperate with Health Plan's Provider education and training efforts as well as Member education and efforts. Provider shall also comply with all Health Plan health education, cultural and linguistic standards, policies, and procedures, and such standards, policies, and procedures as may be necessary for Health Plan to comply with its Subscriber Agreements.

(b) Provider shall make reasonable efforts to ensure that Provider promptly delivers to Provider's subcontracted providers, if any, all informational, promotional, educational, or instructional materials prepared by Health Plan regarding any aspect of providing Covered Services to Members.

(c) Provider shall make reasonable efforts to make available to Members at no charge to Members, the health education services which are required to be provided under Health Plan's Subscriber Agreements, as described in the Network Operations Manual, incorporated herein to this Agreement by this reference. Additionally, Provider shall make available to Members those health education programs available at Provider's facility(ies) which are provided to their other patients or members at no charge.

3.26 Cultural & Linguistic Services. Provider shall provide Covered Services to Members in a culturally, ethnically and linguistically appropriate manner. Provider shall recognize and integrate Members' practices and beliefs about disease causation and prevention into the provision of Covered Services. Provider shall comply with Health Plan's language assistance program standards developed under California Health and Safety Code Section 1367.04, Title 28 CCR Section 1300.67.04, and Section 1557 of the Patient Protection and Affordable Care Act, and shall cooperate with Health Plan by providing any information necessary to assess compliance. Health Plan shall retain ongoing administrative and financial responsibility for implementing and operating the language assistance program.

3.27 Interpreter Services. Provider shall provide access to interpreter services for all limited English proficient (LEP) Members at all Provider facilities. Provider shall provide face-to-face interpreter services, and may use telephone language lines when face-to-face interpretation is not available. Interpreter services must be provided on a 24-hour basis. Provider must discourage the use of friends, family members, and minors as interpreters, unless specifically requested by the Member after he/she has been informed that free interpretation services are available. Refusals or requests for interpreter services must be documented in the Member's medical record. If Provider sends Members written materials (approved by Health Plan, if applicable), Provider is responsible for providing the written translation of any Provider generated member informing materials sent to Health Plan Members in Health Plan determined threshold languages.

3.28 Change in Provider Services. Provider shall promptly provide written notification to Health Plan in the event Provider either discontinues providing a service or adds a service.

3.29 Research. Provider warrants that no clinical investigation, experiments, or research on Members (except such investigation or research that consists of statistical analysis of patient records and treatment or other use of such records which does not involve the dissemination of information identifying the particular patient concerned) shall be initiated or performed without prior notification to and approval by Health Plan and without the written informed consent of the Member requested to participate in the research, experiment, or investigation.

3.30 Daily Census Report. Provider shall make best efforts to provide Health Plan with a daily census report on all Members who are Inpatients of Provider at the time the report is generated ("Daily Census Report"). The Daily Census Report shall include a listing of

(1) all Member discharges reasonably anticipated for that date; and (2) a daily census of the Members who are Inpatients on the date of the report.

ARTICLE 4. HEALTH PLAN OBLIGATIONS

4.1 Identification Cards and Verification. Health Plan will issue identification cards to Members as set forth in the Network Operations Manual. Production of such identification card will be indicative of a person's status as a Member, but will not be conclusive of such status. At Provider's request during normal business hours, Health Plan will provide information regarding Member status and Medical Group/PCP selection. Provider will make every reasonable effort to access Health Plan's website and telephonic Interactive Voice Recognition (IVR)system for Member eligibility verification. Participating Providers are responsible for verifying a Member's eligibility with Health Plan and assignment to medical group prior to providing any services.

4.2 Eligibility List and Modifications. Health Plan will provide to Provider, on a monthly basis, an eligibility listing of Members assigned to or selecting a PCP who is a Medical Group provider.

ARTICLE 5. REIMBURSEMENT

5.1 Compensation. Health Plan shall pay to Provider and Provider shall accept from Health Plan, in full and final satisfaction for all Authorized Hospital Services rendered to Members under this Agreement by Provider, the fees specified in Exhibit A.

5.2 DHCS Disproportionate Share Payments. Nothing in this Agreement shall be construed to deprive or deny Provider's entitlement to disproportionate share compensation from DHCS in the event Provider is entitled to such compensation under the Medi-Cal Rules.

5.3 Renegotiation and Recalculation of Compensation.

(a) At the written request of either party, Health Plan and Provider will, on an annual basis, meet and confer in good faith regarding the compensation payable hereunder for Provider's provision of Hospital Services. However, nothing contained in this subsection will obligate either Health Plan or Provider to agree to a modification or any particular modification of the compensation payable hereunder. In the event the parties mutually agree to modify such compensation, such modification will be set forth in an amendment to this Agreement, executed by each of the parties.

(b) In the event DHCS, CMS, or any other payor entity changes the rates payable to Health Plan during the term of this Agreement, Health Plan shall have the right to modify the rates to reflect changes of laws and regulations, changes in the State budget, changes to Regulating Agency policies, changes to Covered Services, or other changes which affect the revenue provided to Health Plan. In the event such

modification results in a decrease to the rate paid by Health Plan, Health Plan shall provide sixty (60) business days' written notice to Provider of Health Plan's intent to revise the rates ("Health Plan Notice"). Provider shall have the right to: (i) negotiate and agree to the change within thirty (30) business days of receipt of the Health Plan Notice, or (ii) to terminate the Agreement within sixty (60) business days from receipt of the Health Plan Notice. If no response is received by Provider exercising its right under the aforementioned subsections (i) or (ii), the changes reflected in the Health Plan Notice will be deemed accepted by Provider and will constitute an amendment to this Agreement, to be effective sixty (60) business days from the date of the Health Plan Notice (or as otherwise specified therein). Notwithstanding the foregoing, Provider will not have the right to reject any such change that is commensurate and proportionate to the changes made by DHCS, CMS, or other payor entity.

5.4 Payments which are the Responsibility of Medical Group, Delegated Provider, Delegated Plan or Regulating Agency. Provider acknowledges that Health Plan maintains contracts with Medical Group, Delegated Providers and Delegated Plans who receive capitation or fixed periodic payments from Health Plan for Covered Services and are responsible for arranging for Covered Services through subcontract arrangements. Provider agrees to look solely to Medical Group/Delegated Provider/Delegated Plan, and not Health Plan, Regulating Agency, or Member, for payment of Covered Services rendered to Members, where Medical Group/Delegated Provider/Delegated Plan receives a capitation or fixed periodic payment for Hospital Services from Health Plan. Provider agrees that if Provider is or becomes a party to a subcontract, agreement or other arrangement with Medical Group/Delegated Provider/Delegated Plan pertaining to services under this Agreement, payment will be made by Medical Group/Delegated Provider/Delegated Plan in accordance with such subcontract, agreement, or other arrangement with Medical Group/Delegated Provider/Delegated Plan. Further, Health Plan shall have no obligation to Provider for any payments which are the obligation of a Regulating Agency.

5.5 Payment Under Mistaken Eligibility. Provider acknowledges that a patient's identification card confers no right to service or other benefits. Provider shall verify eligibility of Members prior to rendering services. Referral from a primary care physician is not a guarantee of Member eligibility with Health Plan or eligibility in the Benefit Program. In the event services which would otherwise be classified as Covered Services are provided to an individual who is not a Member, based on erroneous enrollment lists or erroneous confirmation of enrollment by Health Plan, Health Plan shall not deny payment for all such Services rendered by Hospital prior to the time Hospital received notice of that person's ineligibility. In the event Health Plan is financially liable, Health Plan shall promptly pay Hospital at the rates contained in Exhibit A when Hospital supplies Health Plan with evidence that it has sought payment through one billing cycle for all or a portion of such charges from the patient. In the event, Health Plan pays Hospital pursuant to this section, Hospital shall have no further right and shall not attempt to collect any additional payments from patient. Health Plan shall not reimburse Hospital for services rendered to persons who are not Members, unless Health Plan has mistakenly verified eligibility.

5.6 Overpayments, Offsets and Deductions. Health Plan shall not offset or otherwise reduce the reimbursement due to Provider unless and until Health Plan has provided Provider in writing a separate notice clearly identifying the claim, the name of the patient, the date of service and a clear explanation of the basis upon which Health Plan believes the amount paid was in excess of the amount due, including interest and penalties.

(a) If Provider contests Health Plan's notice of reimbursement of the overpayment, Provider shall within 30 working days of the receipt of the notice of overpayment send written notice to Health Plan stating the basis upon which Provider believes the claim was not over paid.

(b) Health Plan shall receive and process the contested notice of overpayment through Health Plan's Provider Dispute Procedure.

(c) If Provider does not contest Health Plan's notice of reimbursement of the overpayment, Provider shall reimburse Health Plan within 60 calendar days of receipt of the notice overpayment.

(d) Health Plan shall offset an uncontested notice of reimbursement of overpayment against Provider's current claims submission when Provider fails to reimburse Health Plan within the timeframe of subsection (c), above. Health Plan will notify Provider before the offset is taken as noted above in this section 5.6.

(e) Health Plan may request a refund of overpayments where the need to do so is identified by incorrect adjudication based on a Member benefit determination. In this case, Health Plan shall make such a request in writing to Provider. Provider shall refund overpayments to Health Plan upon receipt of any adjusted amounts first due from Member.

(f) Health Plan may request a refund of an overpayment in accordance within the timeframes set forth in federal or State law, as may be applicable. Where no timeframe is set forth in federal or State law, Health Plan may request a refund for a period up to one (1) year following the day of payment.

(g) As a material condition to Health Plan's obligations under this Agreement, Provider agrees that the offset and recoupment rights set forth herein shall be deemed to be and to constitute rights of offset and recoupment authorized in state and federal law or in equity to the maximum extent legally permissible, and that such rights shall not be subject to any requirement of prior or other approval from any court or other governmental authority that may now or hereafter have jurisdiction over Health Plan and/or Provider.

5.7 Reciprocity Rates for Covered Services. In the event that Provider provides Covered Services to Members which are the financial responsibility of a Delegated Provider or Delegated Plan, in absence of a direct agreement, Provider shall accept from such Delegated Provider or Delegated Plan, as payment in full, the amounts set forth in Exhibit A-1 hereto, provided that such Delegated Provider or Delegated Plan has agreed to a similar reciprocity provision in its contract with Health Plan.

ARTICLE 6. ADMINISTRATION OF BENEFITS

6.1 Copayments and/or Deductibles. Provider shall collect from Members any amounts identified by Health Plan as the responsibility of the Member, including applicable Copayments and/or deductibles. Provider will not waive Copayments and/or deductibles which are the responsibility of a Member under the Member's Benefit Program. Provider agrees that Members eligible for the Medi-Cal Program will not be held liable to Provider for any cost-sharing if the Medi-Cal Program does not require cost-sharing. Provider agrees that Members eligible for both Medicare and Medi-Cal will not be held liable by Provider for Medicare Part A and B cost sharing when the State of California is responsible for paying such amounts, nor be held liable for cost-sharing that exceeds the amount a Member would be required to pay through Medi-Cal. Provider agrees to accept Health Plan's payment as payment in full.

6.2 Surcharges Prohibited.

(a) Provider agrees that in no event, including but not limited to non-payment by Health Plan, or Health Plan's insolvency or breach of this Agreement, will Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Members, persons acting on a Member's behalf, or a Regulating Agency for Covered Services. Nor shall Provider seek payments from Members, persons acting on a Member's behalf, or a Regulating Agency for Covered Services denied by Health Plan, Medical Group, Delegated Provider or Delegated Plan because such bill or claim was not submitted in accordance with the time limits and/or billing procedures set forth herein, or because the rendered services were not Medically Necessary or Authorized.

(b) In the event that Health Plan receives notice of any such surcharges being applied by Provider to Members, Health Plan will notify Provider of its violation of this section and Provider will immediately cease billing the Member, or if Provider has collected funds from a Member for Covered Services, Provider will refund the same to the Member.

(c) This provision shall not prohibit collection of Copayments or deductibles. This provision shall not prohibit billing and collection for Non-Covered Services rendered to Members, provided that the Member acknowledges in writing in advance of performance of the services that the services are not covered, the estimated cost of the services, and that the Member will be financially responsible for the Non-Covered Services. Such acknowledgment shall be executed by both Provider and Member in writing prior to the Non-Covered Service being performed. An executed copy of such shall be promptly provided to Health Plan upon written request by Health Plan in the event of dispute between Health Plan and Member regarding such Non-Covered Service. This provision shall survive the termination of this Agreement, regardless of the cause giving rise to termination and shall be construed to be for the benefit of Members, and

supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Members or person acting on their behalf. Additionally, Provider specifically agrees that Health Plan shall have no liability to compensate Provider for the provision of Non-Covered Services. Provider shall ensure that its subcontractors, if any, agents, assignees, and trustees comply with this Section.

6.3 Coordination of Benefits. In the event the Benefit Program or Health Plan is not the primary payor for Hospital Services, any and all right to bill and receive coordination of benefits ("COB") shall be a right of Provider unless a right of DHCS, as set forth in the Subscriber Agreement or by state law. Provider may submit claims to Health Plan or Medical Group, as applicable, within ninety (90) calendar days from the date of payment or date of contest, denial or notice from the primary payor. Except as otherwise provided by law or provided by government sponsored program requirements, any claims that are not submitted by Provider to Health Plan or Medical Group (as applicable) within ninety (90) calendar days from the date of payment or date of contest, denial or notice from the primary payor shall not be eligible for payment, and Provider hereby waives any right to payment therefore. Upon request, no more frequently than annually, Provider shall report to Health Plan as to the amount of COB collected in respect to Members.

6.4 Third Party Liens. In no event will Provider assert any lien against any third party recovery sought by or on behalf of the Member. Any and all rights to receive reimbursement pursuant to third party liens shall be a right solely of Health Plan or DHCS (as set forth in the Subscriber Agreement). Provider shall provide all information in its possession which is necessary to permit Health Plan to report Workers' Compensation and third party lien information to DHCS as may be required by the Subscriber Agreement.

6.5 Benefits and Medical Necessity Determinations. All final decisions regarding Covered Services and Medical Necessity are reserved to the Health Plan, and Provider shall refer Members who have inquiries or disputes regarding such coverage to the Health Plan for response and resolution.

6.6 Final Decision. Health Plan shall have the final decision making authority between the parties for payment of claims for health services rendered to Members, determination of Medical Necessity and Covered Services, determination of eligibility and determination of Member's benefits under the applicable Subscriber Agreement subject to Health Plan's Member Grievance Procedures. Notwithstanding the foregoing or any other provision of this Agreement, in no case will Health Plan deny authorization or payment to Provider for Covered Services rendered to Members for which Provider obtained prior Authorization, concurrently reviewed, or approved as Medically Necessary by Health Plan.

6.7 Member Grievance Resolution.

(a) As set forth in the Network Operations Manual, Provider will promptly notify Health Plan of any complaints from or on behalf of Members and any professional liability claims filed or asserted regarding services provided by, or on behalf of, Provider.

(b) Provider will cooperate with Health Plan in Health Plan's Member grievance procedure and in resolving Members' complaints regarding Provider's or Participating Providers' provision of services or any other matter related to Provider and Participating Providers. Provider will cooperate with Health Plan's resolution of any such complaints or grievances.

(c) At no time shall a Member's medical condition be permitted to deteriorate because of delay in provision of care that Provider disputes. Fiscal and administrative concerns shall not influence the independence of the medical decision-making process to resolve any medical disputes between Member and provider of service.

ARTICLE 7. CLAIMS PAYMENT AND CLAIMS DISPUTE RESOLUTION

7.1 Time Limitations. Provider shall submit initial claims within one-hundred and eighty (180) days following the date of discharge (for Inpatients) or date of services (for Outpatients). Claims received after one hundred and eighty (180) days from the date Covered Services are rendered are subject to the Medi-Cal reduced reimbursement structure as set forth in the Claims Operations Manual. This requirement is not applicable to TPL claims or those subject to Coordination of Benefits.

7.2 Form. Provider shall bill using the guidelines set forth in the Claims Operations Manual. Provider shall submit claims using the industry standard billing forms as further specified in the Claims Operations Manual and/or the Network Operations Manual, or submit claims using a HIPAA compliant and approved electronic format.

7.3 Payment. Health Plan shall process claim(s) as required by Health and Safety Code 1371 and shall pay Provider at the rates set forth in Exhibit A within 45 working days upon receipt of a Clean Claim. If the Clean Claim is not paid within 45 working days of Health Plan's receipt of the claim, Health Plan will pay any and all interest as required by statute. If Health Plan disputes the billing for any reason, Health Plan shall, within 45 working days of receipt, notify Provider of the dispute and the specific reasons Health Plan is contesting the claim in writing. If Health Plan contests the claim because it has not received all information necessary to determine its liability and Provider supplements its billing with the necessary additional information, Health Plan will pay the claim within 45 working days of receipt of the additional information or will otherwise pay any and all interest as required by statute. If Health Plan contests the claim for any other reason, Health Plan will seek to resolve the dispute as soon as reasonably possible with Provider. Provider's requests for

adjustments to claims payments must be made within one year from the date of receipt of payment or denial to be considered by Health Plan.

7.4 Authorized or Concurrently Reviewed. If Health Plan issues Authorization for Covered Services to Provider or if Covered Services are concurrently reviewed by Health Plan and Authorized, then Health Plan shall pay claims for those Authorized or concurrently reviewed Covered Services within the timeframes and according to the procedures established by law.

7.5 Emergency Services. Health Plan shall pay claims for Emergency Services within the timeframes and according to the procedures established by law. Health Plan shall not require Authorization of, or retroactively deny reimbursement to Provider for, Emergency Services rendered to a Member. Health Plan may only deny claims for Emergency Services if Health Plan reasonably determines that an Emergency Medical Condition did not exist, and that under the prudent layperson standard, the Member should have known that an Emergency Medical Condition did not exist.

7.6 Benefits Determinations. All final decisions regarding Covered Services are reserved to the Health Plan, and Provider shall refer Members who have inquiries or disputes regarding such coverage to the Health Plan for response and resolution.

7.7 Member Complaints and Grievances.

(a) As set forth in the Network Operations Manual, Provider shall promptly notify Health Plan of receipt of any complaints from or on behalf of Members and any professional liability claims filed or asserted regarding services provided by Provider.

(b) Provider shall cooperate with Health Plan's Grievance Procedure in resolving Members' complaints regarding Provider's provision of services and/or any other matter related to Provider. Provider shall cooperate with Health Plan's resolution of any such complaints or grievances.

ARTICLE 8. MEDICAL RECORDS, REPORTS AND INSPECTIONS

8.1 Maintenance of Medical Records. Provider shall maintain and require its subcontractors to maintain a medical record for each Member to whom Provider or its subcontractor renders Covered Services. Provider or Provider's subcontractor shall open each Member's medical record upon the Member's first encounter with Provider or Provider's subcontractor. The Member's medical record shall be in such form and detail as may be required by State and federal law, generally accepted and prevailing professional practice, applicable Benefit Programs, Regulating Agencies, or by Health Plan. Such records shall be maintained in a current, detailed, organized, and comprehensive manner and available for access in San Francisco, California. Provider shall comply with all

federal, State and local confidentiality and Member record accuracy requirements. Subject to such confidentiality requirements, Provider will make records available upon request for Health Plan and its designated agents, including as follows:

(a) Provider will provide copies of Member medical and payment records reasonably requested by Health Plan in writing that are in the custody of Provider and its subcontractors. Health Plan will not be required to pay for medical records necessary from Provider for a determination of Medical Necessity or for State, federal, regulatory or quality purpose;

(b) Upon prior written notice (including notice by facsimile), Provider will allow Health Plan's and Regulating Agencies' authorized personnel access to such records at the Provider's/Participating Provider's offices during its regular business hours in accordance with Provider 's policies regarding access to such records;

(c) Provider will transmit Member's medical record information by telephone or facsimile or other electronic means to Health Plan for purposes of Authorizations or other Health Plan quality and utilization management activities;

(d) Upon reasonable request, Provider will provide copies of a Member's medical record to any Health Plan physician or Participating Provider treating such Member; and

(e) Health Plan will not be required to obtain a Member's consent for any records necessary for Health Plan use for purposes of treatment, payment or Health Plan operations.

8.2 Retention of Records. Provider shall retain all medical records, books, charges and papers relating to Provider's provision of services to Members, the cost of such services, and payment received by Provider from Members (or others on their behalf). Provider shall safeguard the privacy of any information that identifies a particular Member and shall maintain such records in an accurate and timely manner. Provider shall retain all such records for at least:

(a) Ten (10) years after rendering Covered Services, and the records of a minor child shall be kept for a period of at least one (1) year after the minor has reached the age of eighteen (18) years, but in no event less than ten (10) years;

(b) Ten (10) years from the close of the fiscal year in which the Agreement was in effect; and

(c) Such longer time period as may be required by law including, but not limited to: (i) the Knox-Keene Act, and the regulations promulgated thereunder; (ii) HIPAA, as amended and any regulations promulgated thereunder; and (iii) in respect to a particular record or group of records, a longer time period when a Regulating Agency requests such longer record retention and Provider is notified of such request by Health Plan.

8.3 Confidentiality of Member Health Information. Provider and each party with which Provider has, or will have, a contractual relationship to provide the Covered Services shall comply with all applicable state and federal laws, Health Plan's policies and procedures, Benefit Program requirements regarding privacy and confidentiality of Members' health information and medical records, including mental health records. Provider shall not disclose or use Member names, addresses, social security numbers, identities, other personal information, treatment modalities, or medical records without obtaining appropriate authorization to do so. This provision shall not affect or limit Provider's obligation to make available medical records and information concerning Covered Services to Health Plan, any authorized state or federal agency, or other Providers of health care upon authorized referral. Notwithstanding the foregoing, Provider shall notify Health Plan within five (5) calendar days of any subpoenas, document production requests, or requests for records, received by Provider or its Subcontractors related to this Agreement or subcontracts entered into under this Agreement, and Provider shall not produce any documents to which Health Plan asserts a privilege without a final order being rendered by a trier of fact as to Health Plan's asserted privilege.

8.4 Access to Records. Subject to such privacy and confidentiality requirements, Provider shall provide such information to Health Plan and Regulating Agencies, and their respective designees, as may be necessary for compliance by Health Plan with the provision of all state and federal laws and the rules thereunder. In addition, Provider agrees to make available to Health Plan for inspection any account, administrative, and medical records maintained by Provider pertaining to care rendered to Members under this Agreement, or to Provider's participation under this Agreement. Access to records will be upon at least forty-eight hours prior notice (including notice by facsimile), except in the event of concurrent review by Health Plan, in which case Provider will provide access to the records upon request by Health Plan. Health Plan will not reimburse Provider for records requested for prior or retro-authorization, to document or review medical necessity, for the payment of claims, or for state, federal, regulatory or quality purposes. Maximum payment by Health Plan to Provider for copies of medical records will be $0.10 per page for copies from paper and $0.20 per page for copies from microfilm, not to exceed fifty dollars ($50.00) per medical record.

8.5 Access to Audited Financial Statements. Provider will provide to Health Plan, on a timely basis (as required by Health Plan), audited financial statements, meeting criteria determined by Health Plan.

8.6 Compliance with NCQA and HEDIS Guidelines. Provider shall comply with the NCQA and HEDIS guidelines and the requirements of any other applicable accrediting agency, as amended from time-to-time. Said compliance shall include, but not be limited to, cooperation with Health Plan by providing information required by Health Plan to demonstrate compliance with said NCQA and HEDIS guidelines and in such format as it is compatible for submission to payers.

8.7 Consent to Obtain Information. Provider grants Health Plan permission to gain access to any and all information, records, summaries of records, reports, files or data relative to

Provider's professional qualifications, mental or physical fitness, or the quality of care rendered by Provider from any hospital, governmental or private agency or association (including the National Practitioner Data Bank and the Medical Board of California) or any other entity or individual. Provider agrees to provide Health Plan with any authorizations, consents or releases which Health Plan may require from Provider to obtain the information described above.

8.8 Member Access to Health Information. Provider shall give Members access to Members' health information including, but not limited to, medical records and billing records, in accordance with the requirements of state and federal law, Benefit Programs, and Health Plan's policies and procedures.

8.9 Access to Accounting and Financial Books and Records.

(a) Health Plan shall have the right to inspect the accounting and administrative books and records of Provider as permitted and required by law, upon five (5) calendar days' prior written notice and during normal business hours (or at such other time as may be mutually agreed). The inspection shall take place at Provider's principal business office location, or in the alternative, at Health Plan's request, upon ten (10) calendar days' prior written notice, at one of Provider's facilities or offices in San Francisco, California.

(b) Provider shall also permit the inspection of such books and records by Regulating Agencies as may be required by law and required by the Regulating Agency including, but not limited to, Provider's subcontracts. Provider shall disclose to Regulating Agencies the method and amount of compensation or other consideration to be received by it from Health Plan or payable to its subcontractors.

(c) Provider shall retain such accounting and administrative books and records for ten (10) years after the date such financial records were created. When requested by Health Plan or Regulatory Agency, Provider shall produce copies of any such records at no cost.

8.10 Site Evaluations and Inspections. Provider and its subcontractors shall permit Regulating Agencies and Health Plan (or its representatives) to conduct periodic site evaluations and inspections of Provider's and subcontractors' facilities, including access to secure areas.

(a) Provider and its Participating Providers will permit Health Plan with thirty (30) days prior written notice and at a time and place(s) mutually agreed to by the parties to conduct periodic site evaluations and inspections of their facilities and records. In the event that Health Plan finds any deficiencies in such facilities or records, Provider, or Participating Provider, as applicable, will have sixty (60) days to substantially correct such deficiencies, which are identified by Health Plan.

(b) Provider will permit site inspections to both Regulating Agencies as well as to any external quality review organization designated by Regulating Agencies. Any deficiencies will be corrected within such time frames as required by Regulating

Agencies with 30 days prior written notice or the external quality review organization. In the event such deficiencies are not so corrected, Provider will not utilize such site in the provision of Covered Services to Members unless Regulating Agency and Health Plan have agreed to a plan of corrective action to be implemented by the site, and such plan is being implemented to the satisfaction of Regulating Agency.

(c) Provider and Participating Providers will permit on-site inspection by Health Plan (upon 30 days prior written notice) of all records which are to be disclosed hereunder, including, all records of claims payments received by Provider for Covered Services to Members.

(d) Health Plan will have the right to conduct, or have conducted by a third party (subject to approval by Provider, which will not be unreasonably withheld), medical audits and evaluations of Provider's records and facilities with respect to Members. With respect to such audits and evaluations, Provider records and papers, as well as any and all Members' medical files maintained by Provider, will be subject to inspection during reasonable office hours by Health Plan or by a duly authorized and approved third party representative, with prior written notice. In conducting any medical audit, Health Plan will not be entitled to examine Provider medical records of Provider's patients who are not Members.

8.11 Survival. The obligations as set forth in this Article shall survive any termination of this Agreement.

ARTICLE 9. LIABILITY INSURANCE

9.1 Provider Insurance. Provider, at its sole cost and expense, shall procure and maintain such policies of general liability and other insurance as shall be necessary to insure Provider and its agents, servants, and employees against any claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of any health care service by Provider or by Provider's agents, servants or employees, the use of any property or equipment provided by Provider, or any other activities performed by Provider or by Provider's agents, servants or employees in connection with this Agreement as follows:

(a) Medical Professional and Liability Insurance or an equivalent program of self-insurance acceptable to Health Plan for bodily injury, property damage and personal injury in an amount no less than three million ($3,000,000) dollars for each occurrence, with a general aggregate of ten million ($10,000,000) dollars applying , to cover any loss, liability or damage to Members alleged to have been committed by Provider, and/or Provider's agents, independent contractors or employees, including without limitation Provider's U.R. Coordinator, all Provider personnel, physician employees, independent contractors and/or residents. If such insurance is written on a commercial claims-made form, following termination of this Agreement, coverage shall survive for the maximum reporting periods

available from insurance sources but in no event for less than five years following termination of this Agreement.

(b) Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as set forth below. However, if such insurance is written on a claims made form, following termination of this Agreement, coverage will survive for a period of not less than three years. Coverage will also provide for a retroactive date of placement coinciding with the Effective Date of this Agreement.

i.	Each Occurrence	$ 500,000
ii.	Products Completed Operations Aggregate	$5,000,000
iii.	Personal and Advertising Injury	$1,000,000
iv.	General Aggregate	$5,000,000

(c) Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million dollars ($1,000,000) per occurrence.

(d) Workers' Compensation Insurance in a form and amount covering Provider's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

(e) Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of Provider and Health Plan against other insurable risks relating to performance.

(f) If any policy includes an aggregate limit or provides that claims investigation or legal defense costs are included in such aggregate limit, the aggregate limit will be double the occurrence limits specified above.

(g) Insurance policies must be provided by insurers licensed to do business in the State of California and who have obtained an A.M. Best rating of A:VIII or better.

(h) All insurance policies carried by Provider whether specified herein or otherwise shall contain endorsements waiving the insurer's rights of subrogation against Health Plan.

(i) If the coverage is claims made or reporting, Provider agrees to purchase similar "tail" coverage upon termination of the Provider's present or subsequent policy.

(j) Provider shall give Health Plan prompt written notice, but in no event less than fifteen (15) business days' notice, of any claims against Provider's coverage by or regarding a Health Plan Member.

(k) Any insurance provided by Provider or its subcontractors or drivers shall be primary to any coverage available to Health Plan. Any insurance or self-insurance maintained by Health Plan and its officials, officers, employees, agents or volunteers, shall be in excess of Provider's insurance and shall not contribute with it.

(l) Procurement of insurance by Provider shall not be construed as a limitation of Provider's liability or as full performance of Provider's duties to indemnify, hold harmless and defend Health Plan under this Agreement.

(m) Provider, upon execution of this Agreement, shall furnish Health Plan with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) calendar days advance written notice to Health Plan of any modification, change or cancellation of any of the above insurance coverages.

ARTICLE 10. DISPUTE RESOLUTION

10.1 Provider Dispute Resolution Mechanism. Provider may have complaints, concerns, or differences that arise as a provider for Health Plan. These complaints, concerns or differences may be resolved through Health Plan's Provider Dispute Resolution Mechanism, set forth in the Network Operations Manual. If these are related to any action taken by Health Plan with respect to the oversight and administration of Provider's provision of Covered Services which relate to, among other things, scope of service determinations, prior authorization decisions, and the assignment or reassignment of Members, then Provider shall inform Health Plan and Provider and Health Plan shall use its best efforts to resolve said complaint, concern or dispute through the Provider Dispute Resolution Mechanism prior to submitting said complaint, concern or dispute to arbitration, pursuant to Section 10.2 of this Agreement. Provider and Health Plan shall be bound by the resolutions of such issues that emerge from the Provider Dispute Resolution Mechanism except as otherwise provided by law.

10.2 Binding Arbitration. Any claim or dispute between Provider and Health Plan arising under this Agreement, which exceeds the jurisdiction of Small Claims Court and which cannot be resolved through Health Plan's Dispute Resolution Mechanism within 45 calendar days, must, irrespective of legal theories or type of relief requested, be resolved through binding arbitration pursuant to the Commercial Rules of the American Arbitration Association ("AAA"), then in effect, using a mutually selected arbitrator. If the parties cannot agree on such an arbitrator, then an arbitrator shall be selected by the AAA. If possible, the arbitrator shall be an attorney with at least fifteen (15) years of experience, including at least five (5) years of experience in managed health care. The party requesting arbitration shall initiate such arbitration by serving the other party with written notice of the nature of the claim, the relief requested, and a demand for arbitration. Such arbitration shall take place in San Francisco, California. The parties shall conduct a mandatory settlement conference at the initiation of arbitration, to be administered by AAA. The arbitrator shall have no authority to provide a remedy or

award damages that would not be available to such prevailing party in a court of law, nor shall the arbitrator have the authority to award punitive damages. Each party shall bear its own costs and expenses, including its own attorneys' fees, and shall bear an equal share of the arbitrator's and administrative fees of arbitration. The parties agree to accept any decision by the arbitrator as a final determination of the matter in dispute, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration must be initiated within one year of the earlier of the date the claim or controversy arose, was discovered, or should have been discovered with reasonable diligence; otherwise it shall be deemed waived. The use of binding arbitration shall not preclude a request for equitable and injunctive relief made to a court of appropriate jurisdiction.

10.3 Small Claims Court. If the amount in dispute by the parties is within the jurisdictional limits of the small claims court, then such matter shall be submitted to the small claims court for resolution in lieu of arbitration. Such action shall take place in San Francisco, California.

10.4 Limitation. Any controversy or claim arising under this Agreement shall be deemed waived unless an action in small claims court or arbitration is initiated within one year after such controversy or claim arises.

ARTICLE 11. COOPERATION WITH HEALTH PLAN POLICIES AND PROCEDURES

11.1 Policy and Procedures. Health Plan and Provider acknowledge that Health Plan is obligated to provide health care services to Members pursuant to contractual and regulatory obligations and that these obligations are set forth in various policies and procedures adopted by Health Plan. Provider agrees to cooperate with Health Plan's policies and procedures, as applicable to Provider.

11.2 Network Operations Manual and Claims Operations Manual. Provider will comply with Health Plan's Network Operations Manual and Claims Operations Manual, which set forth Health Plan's administrative requirements and procedures for claims processing. Health Plan may modify the Network Operations Manual or Claims Operations Manual from time to time by prior written notice to Provider. If Provider, in good faith, determines that compliance with any of Health Plan's updates to the Network Operations Manual or Claims Operations Manual is not possible, then the parties will meet and in good faith negotiate a mutually acceptable modification to the update. Provider will notify Health Plan of its inability to meet the new requirements within sixty (60) days of written receipt from Health Plan of the update. If the parties are unable to negotiate a mutually acceptable modification, then either party will have the right to terminate this agreement pursuant to Section 2.2 of this Agreement (Termination Without Cause). Health Plan will not retroactively apply policies prior to the date when such policies are communicated in writing to the Provider. Copies of the Network Operations Manual and Claims Operations Manual will be provided to Provider prior to the execution of this Agreement and acknowledged in Exhibit G, as updated, and upon request. To the extent

of any conflict between this Agreement and the Network Operations Manual or Claims Operations Manual, the terms of this Agreement will govern.

11.3 Quality Improvement. Provider will cooperate with and whenever possible participate in Health Plan's quality improvement programs, and in all quality improvement oversight functions performed by Health Plan, as set forth in the Network Operations Manual, including participation in its peer review functions and Quality Improvement Committee and submission of quality improvement reports. Provider acknowledges that Health Plan's quality improvement program will, at a minimum, meet the standards set forth in California Health and Safety Code Section 1370, Title 28 California Code of Regulations Section 1300.70, and Title 22 California Code of Regulations 53280.

11.4 Case Management. Provider will cooperate with Health Plan's case management policies.

11.5 Compliance with Committee Decisions. In the interest of program integrity or the welfare of Members, Health Plan may introduce additional utilization controls, quality improvement programs, or other policies and procedure as may be necessary, and will provide copies of such additional controls and policies in writing to Provider no less than forty-five (45) business days prior to their implementation effective date. Provider will cooperate and participate with Health Plan in quality improvement and utilization management programs and in Member Grievance procedures and will cooperate with all final determinations rendered by the Quality Improvement, Utilization Management, and Grievance Committees. If Provider in good faith, determines that compliance with any of Health Plan's updates is not possible, then the parties will meet and in good faith negotiate a mutually acceptable modification to the update. Provider will notify Health Plan of their inability to meet the new requirements within forty-five (45) business days of written receipt from Health Plan of the update. If the parties are unable to negotiate a mutually acceptable modification, then either party will have the right to either pursue the dispute through the Provider Dispute Procedure or to terminate this Agreement pursuant to Section 2.2.

11.6 Drug Formulary. Provider will comply with the drug formulary adopted by Health Plan, which is available on the Health Plan website at: http://www.sfhp.org/

ARTICLE 12. COMPLIANCE AND REGULATORY REQUIREMENTS

12.1 Compliance with Law and Ethical Standards. Health Plan and Provider agree that each will comply with all applicable requirements of State and federal authorities, all applicable State and federal statutes and regulations now or hereafter in force and effect to the extent that they apply to this Agreement. These include, without limitation of the foregoing, applicable requirements under the Knox-Keene Act, Medi-Cal (Title XIX of the Social Security Act and Title 22 of CCR), any State fair employment practices or similar laws declaring discrimination in employment based upon race, color, creed, religion, sex, sexual preference, or national origin as illegal and, if applicable, Title VII of the Civil Rights Act of 1964, and Title 28 of the CCR, or any applicable rule or

regulation promulgated pursuant to any such laws herein above described or any amendment or modifications to these laws and regulations. This Agreement will be governed by and construed in accordance with all State and federal laws, and regulations incumbent on Health Plan and Provider including, but not limited to, those provisions set forth in Exhibits C, D, and E, attached hereto and incorporated herein by reference.

12.2 Compliance With Subscriber Agreements. Health Plan and Provider agree that Health Plan is under specific obligations pursuant to its Subscriber Agreements with relevant Regulating Agencies. Provider agrees to assist Health Plan whenever possible in meeting its obligations under the Subscriber Agreements, including policy letters issued by the relevant Regulating Agency interpreting such Subscriber Agreements, as those obligations relate to the subject matter of this Agreement.

12.3 Directory and Use of Names. Health Plan and Provider hereby agree to comply with the requirements of the law in regard to provider directories, including California Health & Safety Code Section 1367.27. Health Plan will develop a directory which shall include, without limitation, participating Primary Care Physicians, other Health Professionals, facilities (general acute care hospitals, skilled nursing facilities, urgent care clinics, ambulatory surgery centers, etc.), pharmacies, laboratories, and imaging centers, which will be distributed to Members.

(a) Provider's information in Health Plan's provider directories includes, but is not limited to, name, address(es), telephone number, email address (if available), hours of operation, level of accessibility of facilities, services, language(s) spoken, National Provider Identifier number, California license number and license type, and telephone numbers of its Participating Providers. Provider shall promptly notify Health Plan of any changes in this information.

(b) Provider shall comply with notifications from Health Plan requesting verification of Provider information or the submission of any additions, deletions, or modifications within time frames to enable compliance with Health & Safety Code Section 1367.27.

12.4 Disclosure Form. Provider agrees to complete the Disclosure Form, attached hereto and incorporated herein as Exhibit F.

12.5 Federal Lobbying Certification. Provider shall comply with 31 U.S.C. 1352, which prohibits the use of federal funds for lobbying. By signing this Agreement, the authorized agent executing this Agreement certifies that to the best of his or her knowledge and belief that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of Provider, to any person for influencing or attempting to influence an officer or employee of an agency of the United States Government, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making, awarding or entering this Agreement, federal grant,

or cooperative agreement, and the extension continuations, renewal, amendment, or modification of this Agreement, grant or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, Provider shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities."

(c) In the event the aggregate consideration under this Agreement is one hundred thousand dollars ($100,000) or more, then the language in this section shall be included in all subcontracts of Provider pertaining to this Agreement.

12.6 Patient Bill of Rights. To the extent required by State or federal law, Provider and each of its subcontractors performing services hereunder will adopt and post in a conspicuous place a written policy on patient's rights in accordance with Section 70707 of Title 22 of the California Code of Regulations.

12.7 Drug Free Workplace. Provider agrees to notify all persons who perform Covered Services under this Agreement of Health Plan's policy concerning drug and alcohol use that prohibits (a) the use, possession, distribution, purchasing or selling drugs or alcohol on Health Plan's premises or while engaged in Health Plan's business and (b) reporting to and/or performing work for Health Plan while under the influence of same (except for authorized amounts of prescribed drugs required for health reasons).

12.8 Provider Non-Solicitation Obligations. Provider shall not solicit, induce, or encourage Members to disenroll from Health Plan or select another health plan for the primary purpose of securing financial gain for Provider. During the period of this Agreement and for a period of one year after termination, Provider and Provider's employees, agents and subcontractors shall not solicit or attempt to persuade any Member not to participate in the Medi-Cal Managed Care Program or any other benefit program for which Provider rendered Covered Services to Member. In the event of breach of this Section, in addition to any other of Health Plan's legal rights, Health Plan may at its sole discretion immediately terminate this Agreement. Nothing in this provision is intended to limit Provider's ability to fully inform Members of all available health care treatment options or modalities.

12.9 Export Regulations. Provider acknowledges its obligations to control access to technical data under the U.S. Export Laws and Regulations and agrees to adhere to such laws and regulations with regard to any technical data received under this Agreement.

12.10 Offshore Resources. Provider or its agents or subcontractors shall not perform any Covered Services outside the United States of America without the prior written consent of Health Plan and approval by Regulating Agencies. If during the term of this Agreement, or at any time after the Effective Date of this Agreement, it is determined

that Provider is in breach of this Section, Health Plan shall have, in its sole discretion, the right to immediately terminate this Agreement.

12.11 Federal Equal Opportunity Requirements.

(a) Discrimination. Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Provider will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship.

(b) Posting. Provider shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973, the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 USC Section 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor. Such notices shall state Provider's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

12.12 Fraud and Abuse Prevention and Detection. Provider shall comply with all fraud and abuse related laws and regulations as well as any and all Health Plan fraud and abuse prevention requirements. This shall include, but is not limited to, the following:

(a) Provide Health Plan with all data needed to investigate potential cases of fraud and abuse;

(b) Permit Health Plan access to Provider's (and Provider's subcontractors') books and records and facilities in order to complete any fraud investigations;

(c) Require Provider to represent and warrant that all claims and other reports represent truthful and accurate information; and

(d) Require disclosure of any sanctions for a health care related offense of Provider or its subcontractors.

12.13 Reporting Accuracy. Provider certifies that all claims, reports, documents, instruments, papers, data, information and forms of evidence delivered to Health Plan with respect to this Agreement are accurate and correct, and complete to the extent that completeness is necessary to give Health Plan true and accurate knowledge of the subject matter thereof, and do not contain any misrepresentations or omissions.

12.14 Exclusion Lists. Provider represents that as of the Effective Date of this Agreement, it is not, to Provider's knowledge, under investigation for exclusion or debarment from any federal or State health care program. Provider shall check the applicable exclusion lists, including but not limited to, the Medi-Cal Suspended and Ineligible Provider List, the System for Award Management list, and the Health and Human Services Federal Office of Inspector General List of Excluded Individuals/Entities. In the event Provider discovers any employees or subcontractors on such lists, it will promptly remove such employee or subcontractor from performing any services for Health Plan and will immediately notify Health Plan of such action.

12.15 Disclosure of Provider Information. Subject to the terms of this Agreement, Provider will notify Health Plan in writing upon gaining knowledge of the occurrence of any of the following events:

(a) The license of Provider or any employee or subcontractor of Provider is suspended, revoked, terminated, or subjected to terms of probation or other restriction;

(b) Provider or Participating Provider's liability insurance is canceled, terminated, not renewed, or materially modified;

(c) Provider learns that it has become a defendant in a negligence action filed by a Member or is required to pay damages in any such action by way of judgment;

(d) An act of nature or any event occurs which has a materially adverse effect on Provider's ability to perform its obligations hereunder;

(e) A petition is filed to declare Provider bankrupt or for reorganization under the bankruptcy laws of the United States or a receiver is appointed over all or any portion of the Provider's assets;

(f) Provider is sued by a Participating Provider for nonpayment of compensation.

ARTICLE 13. CONFIDENTIALITY

13.1 Proprietary and Confidential Information. Provider understands and agrees that, in the performance of the Services under this Agreement, or in contemplation thereof, Provider may have access to private or Confidential Information that may be owned or controlled

by Health Plan, and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Health Plan. Provider shall hold all information disclosed by Health Plan to Provider in confidence and shall use such information only in the performance of this Agreement. Provider shall exercise the same standard of care to protect such information as a reasonably prudent business entity would use to protect its own proprietary data. Pursuant to Cal. Government Code §6254.22 and/or Cal. Welfare & Institutions Code §14087.58, as applicable, any provisions of this Agreement or records that relate to provider rate or payment determinations, allocation or distribution methodologies for provider payments, formulae or calculations for these payments, and contract negotiations with providers for alternative rates, shall be exempt from a Public Records Act request for a period of three years after this Agreement is fully executed.

13.2 Compensation Terms. The compensation terms of this Agreement and all terms relating to compensation shall be confidential to the extent allowed under applicable law. Provider shall not disclose such terms except with the prior written consent of Health Plan.

13.3 Confidentiality of Health Information. Each party acknowledges that it will have access to Confidential Information, including Individually Identifiable Health Information. The parties agree to hold Confidential Information in strict confidence and to disclose and use such Confidential Information only as authorized by this Agreement. Health Plan and Provider shall not sell, transfer, publish, disclose, display or otherwise make available to others, any portion of the Confidential Information or related materials without the express written consent of the other or, as may be required, the express written consent of the Member. Each party shall comply with confidentiality, medical records and/or other applicable state and federal laws and regulations with regard to any and all information directly or indirectly accessed or used by the respective parties and their personnel, including HIPAA and all regulations promulgated thereunder.

Without limiting the obligations of the parties otherwise set forth in this Agreement or imposed by applicable law, the parties as both covered entities under HIPAA, agree to comply with applicable requirements of law relating to PHI and with respect to any task or other activity either party performs on behalf of the other, specifically the parties shall:

(a) Implement policies and procedures to appropriately safeguard and protect the confidentiality of Individually Identifiable Health Information in compliance required by the provisions of HIPAA or HITECH, regulations promulgated thereunder, and other federal and State laws and regulations;

(b) Maintain computers and network data in a secure manner;

(c) Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

(d) Use appropriate safeguards to prevent use of disclosure of PHI other than as provided for by this Agreement;

(e) Report to the other party any use or disclosure of PHI not provided for by this Agreement of which either party becomes aware. Provider will let Health Plan know of any unauthorized disclosure of PHI or any breach of data security, or intrusion as soon as possible but no later than within one business day of discovery.

(f) Promptly take appropriate disciplinary action against any employee who inappropriately accesses or wrongly discloses PHI;

(g) Promptly take corrective action to cure any security deficiencies;

(h) Ensure that any subcontractors, vendors or others who may have access to PHI agree to the same restrictions and conditions that apply to the parties with respect to PHI, which includes, but is not limited to, ensuring that Business Associate Agreements are executed with such parties;

(i) Make available PHI in accordance with applicable law;

(j) Make internal practices, books, and records relating to the use and disclosure of PHI received available to the Secretary of the United States Health & Human Services for purposes of determining compliance with applicable law;

(k) Make available the information required to provide an accounting of disclosures pursuant to applicable law; and

(l) At termination of this Agreement, destroy any PHI that either party still maintains in any form and is not required to be saved or retained by a party for regulatory or necessary business purposes.

The parties agree that this Agreement may be amended from time to time if, and to the extent required by, the provisions of HIPAA or the HITECH Act and regulations promulgated thereunder, in order to assure that this Agreement is consistent therewith.

13.4 Protection of Information in Provider's Electronic Information Systems. Health Plan will take the following safeguards to protect the confidentiality of the information in Provider's Electronic Information Systems:

(a) Implement policies and procedures to adequately safeguard and protect the confidentiality of Individually Identifiable Health Information in compliance with HIPAA and other federal and State laws and regulations;

(b) Maintain Health Plan computers and network in a secure manner;

(c) Establish an auditing procedure for monitoring appropriate accessing of Provider's electronic information systems by Health Plan employees;

(d) Notify Provider within one business day after discovery of an inappropriate accessing of information or wrongful use or disclosure of information by a Health

Plan employee and promptly take appropriate disciplinary action against such employee;

(e) Notify Provider within one business day of any suspected or actual breaches of security and promptly take corrective action to cure any security deficiencies to the satisfaction of Provider; and

(f) Permit Provider to conduct audits of appropriate accessing of Provider's electronic information systems and appropriate uses and disclosures of Individually Identifiable Patient Information by Health Plan employees.

13.5 Disclosure of Member Names. The names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure by Provider and its subcontractors in accordance with Title 42, CFR, Section 431.300 et seq. All information, records, data, and data elements collected and maintained by Provider and its subcontractors pertaining to the operation of this Agreement and pertaining to Members will be protected by Provider from unauthorized disclosure.

13.6 National Provider Identification ("NPI"). In accordance with HIPAA, Provider shall comply with the Standard Unique Identifier for Health Care Provider regulations promulgated under HIPAA (45 CFR Section 162.402, et seq.) and use only the NPI to identify HIPAA covered health care providers in standard transactions. Provider shall obtain an NPI from the National Plan and Provider Enumeration System ("NPPES") for itself or for any subpart of the Provider. Provider shall make best efforts to report its NPI and any subparts to Health Plan. Provider shall report any changes in its NPI or subparts to Health Plan within thirty (30) calendar days of the change. Provider shall use its NPI to identify itself on all claims (both electronic and paper formats) submitted to Health Plan.

13.7 Enforcement and Injunctive Relief. Notwithstanding any other provisions of this Agreement, Provider and Health Plan agree that if any party to this Agreement violates any of the provisions of this Article 13 of this Agreement, that the aggrieved party shall be entitled to seek any and all applicable remedies at law and/or equity to prevent further breach of this Article, including injunctive relief, without posting bond. Provider acknowledges that any unauthorized use or disclosure of Confidential Information would result in damage to Health Plan that may be intangible but nonetheless real, and that is incapable of complete remedy by an award of damages. Accordingly, any such violation shall give Health Plan the right to a court-ordered injunction or other appropriate order to specifically enforce the provisions of this Agreement. Provider agrees to pay to Health Plan any reasonable expenses, including but not limited to attorneys' fees, incurred in obtaining and collecting any remedies, relief or damages.

13.8 Confidentiality Agreement of Employees and Agents. Prior to accessing confidential information, all of Provider's employees and/or agents who will have access to confidential information, including PHI, will be required to sign a confidentiality agreement, or obtain training in privacy and security practices, including HIPAA and HITECH training. Provider's employees and/or agents who have access to confidential information will:

(a) Access confidential information only as necessary to carry out the responsibilities of his or her employment or engagement;

(b) Maintain the confidentiality of confidential information in accordance with Health Plan's standards and guidelines;

(c) Be subject to corrective action, up to an including termination of employment or of the engagement for violation of confidentiality requirements; and

(d) Provide written acknowledgement that the employee or agent has been informed of and understands the obligation to protect confidential information and will do so.

13.9 Survival. The obligations in this Article shall survive the termination of this Agreement.

ARTICLE 14. GENERAL PROVISIONS

14.1 Interruptions. In the event Provider's or Health Plan's operations, or any substantial portion thereof, are interrupted by war, fire, insurrection, riots, the elements, earthquakes, acts of nature, or without limiting the foregoing, any other cause beyond the control of either party, both parties shall be relieved of their obligations with respect to the provisions of the Agreement (or such portions which either party is rendered incapable of performing) for the duration of such interruption. Notwithstanding, both parties shall at all times use best efforts to comply with the terms of this Agreement, despite the occurrence of any causes beyond their control and shall provide prompt notice to the other as soon as reasonably possible of any inability to perform, and the reasons for such inability. Should a substantial part of the services that Provider has agreed to provide under this Agreement be interrupted pursuant to such event for a period in excess of thirty calendar days, either party shall have the right to terminate this Agreement upon ten calendar days prior written notice to the other party.

14.2 Partial Invalidity. If for any reason any provision of this Agreement is held invalid, the remaining provisions shall remain in full force and effect.

14.3 Waiver of Breach. The waiver of any breach of this Agreement by either party shall not constitute a continuing waiver of any subsequent breach of either the same or any other provisions of this Agreement. No party will be deemed to have waived any rights hereunder unless the waiver is made in writing and is signed by the waiving party's duly authorized representative.

14.4 Incorporation. All exhibits, and schedules referenced in this Agreement and attached hereto are incorporated herein by reference.

14.5 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

14.6 Entire Agreement. This Agreement, including the Exhibits attached hereto (as set forth in the Table of Contents), contains the entire agreement of the parties and as of the Effective Date supersedes any prior contracts, agreements, negotiations, proposals or understandings relating to the subject matter of this Agreement.

14.7 Independent Contractors. In the performance of each party's work, duties, and obligations pursuant to this Agreement, each of the parties shall at all times by acting and performing as an independent contractor, and nothing in the Agreement shall be construed or deemed to create a relationship of employer and employee or partner or joint venture or principal and agent.

14.8 No Volume Guarantee. Health Plan does not represent, warrant, or covenant any minimum volume of patients or Members to Provider.

14.9 Non-Exclusivity. This Agreement is non-exclusive and each party shall have at all times the right to enter into agreements comparable to this Agreement with other persons or entities.

14.10 Notices. Any notices or other communication made or contemplated by this Agreement to be in writing shall be deemed to have been received by the party to whom it is addressed three (3) calendar days after it is deposited in the United States mail, postage prepaid, return receipt requested or by overnight delivery, and addressed as follows:

If to Health Plan: Chief Executive Officer
San Francisco Health Plan
50 Beale Street, 12th Floor
San Francisco, CA 94105

If to Provider: VP of Managed Care Contracting & Payor Relations
Verity Health System 2040 E. Mariposa Avenue
El Segundo, CA 90245

or to such other address as either party from time to time informs the other in writing.

If to DHCS:

California Department of Health Care Services, Medi-Cal Managed Care Division
1501 Capitol Avenue, Suite 71.4001
MS 4407, P.O. Box 997413
Sacramento, CA 95899-7413

14.11 Third Party Beneficiaries. Neither Members nor any other third parties are intended by the parties hereto to be third party beneficiaries under this Agreement, and no action to enforce the terms of this Agreement may be brought against either party by any person who is not a party hereto.

14.12 Captions. The captions contained herein are for reference purposes only and shall not affect the meaning of this Agreement.

14.13 Assignment. Neither party shall assign, delegate or transfer its rights, duties, or obligations under this Agreement without the prior written consent of the other party and of DHCS.

14.14 Information Systems and Technology. Provider shall develop and maintain such information systems and technology to have the capability to submit claims in electronic format.

14.15 Mutual Indemnification.

(a) Provider shall defend, indemnify and hold Health Plan, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Provider, its officers, agents, or employees.

(b) Health Plan shall defend, indemnify and hold Provider its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts of omissions of Health Plan, its officers, agents, or employees.

(c) The terms of this indemnification provision shall survive the termination or expiration of this Agreement.

14.16 Amendment. Health Plan may, without Provider's consent, amend this Agreement to maintain consistency and/or compliance with any State or federal law, policy, directive, or government sponsored program requirement upon forty-five (45) business days' notice to Provider unless a shorter timeframe is necessary for compliance. Health Plan may otherwise materially amend this Agreement only after forty-five (45) business days' prior written notice to Provider and only if mutually agreed to by the parties as evidenced by the amendment being executed by each party hereto. Notwithstanding the foregoing, the parties mutually acknowledge that this Agreement and subsequent amendments shall be effective upon regulatory approval as set forth in all Subscriber Agreements, Medi-Cal Agreement, and the Knox-Keene Act. In the event that a Regulating Agency disapproves either this Agreement or any other amendment, the parties shall promptly meet and in good faith seek to modify the Agreement or amendment(s) in a manner which will receive approval and achieve the parties' intent.

14.17 Immigration Compliance. Provider warrants, represents and agrees that Covered Services will not be performed under this Agreement by any person who is an

unauthorized alien under the immigration and reform and control act of 1986 (as the same has been or may be amended) or its implementing regulations. Provider shall ensure that each and every person performing Covered Services shall be a citizen or permanent resident of the United States, or have a valid United States visa authorizing employment in the United States, and shall be permitted to work for federal contractors, including but not limited to Medicare and Medicaid contractors.

14.18 Additional Disclosures. Subject to the terms of this Agreement, Provider will notify Health Plan in writing upon gaining knowledge of the occurrence of any of the following events:

(a) Provider's license or certificate to render Covered Services is limited, suspended or revoked, or disciplinary proceedings are commenced against Provider by the state licensing authority;

(b) Any insurance required under this Agreement is cancelled, terminated, not renewed, or materially modified;

(c) Provider becomes insolvent or files a petition to declare bankruptcy or for reorganization under the bankruptcy laws of the United States, or a trustee in bankruptcy or receiver for Provider is appointed by appropriate authority;

(d) Provider is excluded from participation in Medicare and state health care programs pursuant to Section 1128 of the Social Security Act or otherwise terminated, suspended, or excluded as a provider by any state or federal health care program;

(e) Provider learns, or reasonably should know, that it has become a defendant in legal action filed by Member or is required to pay damages in any such action by way of judgment or settlement;

(f) Provider learns, or reasonably should know, that it is the subject of a governmental action, inquiry or formal allegation concerning his or her qualifications or ability to perform services (including any allegation of negligence);

(g) Any criminal investigations or proceedings have been brought against Provider;

(h) Any civil claim asserted against Provider which may jeopardize Provider's financial soundness; or

(i) Any other situation arises which could reasonably be expected to materially affect Provider's ability to carry out its obligations under this Agreement.

14.19 Binding Effect. This Agreement and the right, covenants, conditions and obligations of the respective parties hereto and any instrument or agreement executed pursuant hereto shall be binding upon the parties and be binding upon the successors, assignees and legal representatives of the respective parties hereto.

14.20 Interpretation of Agreement. This Agreement shall be interpreted according to its fair intent and not for or against any one party on the basis of which party drafted the Agreement. Section headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

SAN FRANCISCO HEALTH PLAN

Signature: [redacted]

John F. Grgurina, Jr.

Chief Executive Officer

Date: 8/13/18

SETON MEDICAL CENTER and SETON COASTSIDE

Signature: [redacted]

Print Name: Mark S. Fratzke

Title: CEO

Date: 8-8-18

EXHIBIT A
COMPENSATION

Inpatient Services

Hospital shall be reimbursed one hundred percent (100%) of the Medi-Cal All Patient Refined Diagnosis Related Groups (APR-DRG) allowable payment, excluding those services with service specific rates as listed below.

APR-DRG compensation shall be paid in accordance with Medi-Cal program payment policies and parameters.

Distinct-Part Skilled Nursing Facility (SNF) Services (if applicable)

Distinct-part SNF services shall be reimbursed at one hundred percent (100%) of the then current Medi-Cal per diem rate for each Authorized SNF day. Any separately billable services, as defined by Medi-Cal for distinct-part SNFs (such as legend drugs), shall be reimbursed in addition to the per diem.

Distinct-part SNF compensation shall be paid in accordance with Medi-Cal program payment policies and parameters.

Subacute Services (if applicable)

Subacute services shall be reimbursed at one hundred percent (100%) of the then current Medi-Cal per diem rate for each Authorized Subacute day.

Subacute service shall be paid in accordance with Medi-Cal program payment policies and parameters.

Acute Inpatient Intensive Rehabilitation (AIIR) Services (if applicable)

AIIR services shall be reimbursed at one hundred percent (100%) of the then-current Medi-Cal per diem as published in the DHCS APR-DRG calculator for each Authorized AIIR day. In the event that DHCS does not provide an AIIR rate, AIIR services shall be reimbursed at one hundred percent (100%) of the then current DHCS Interim Inpatient Hospital Per Diem.

AIIR services shall be paid in accordance with Medi-Cal program payment policies and parameters.

Administrative Days

Administrative Days, based on levels defined by Medi-Cal, shall be reimbursed at one hundred percent (100%) of the then-current Medi-Cal per diem rate for each Authorized Administrative Day. Any separately billable services, as defined by Medi-Cal, shall be reimbursed in addition to the per diem.

Administrative Days shall be paid in accordance with Medi-Cal program payment policies and parameters.

Outpatient Services

Outpatient Services: Hospital shall be reimbursed one hundred forty percent (140%) of the published Medi-Cal rates in effect on the date of service.

The parties expressly agree that this rate reflects the full and final payment for outpatient services, and shall not be augmented by 43.44% for services provided in a hospital outpatient department (also commonly referred to as the "Belshe Ruling Rate").

Line(s) of business covered under this exhibit include:

Medi-Cal
Healthy Kids

[Remainder of page left blank intentionally.]

EXHIBIT A-1
RECIPROCITY RATES

The following Reciprocity Rates apply to Health Plan's Members, excluding those Members assigned to CPMC/NEMS. These Reciprocity Rates apply to all lines of business including Medi-Cal, Healthy Workers, and Healthy Kids.

Inpatient Services: Hospital shall be reimbursed one hundred percent (100%) of the Medi-Cal All Patient Refined Diagnosis Related Groups (APR-DRG) allowable payment, excluding those services with service specific rates as listed below.

APR-DRG compensation shall be paid in accordance with Medi-Cal program payment policies and parameters.

Distinct-Part Skilled Nursing Facility (SNF) Services (if applicable)

Distinct-part SNF services shall be reimbursed at one hundred percent (100%) of the then current Medi-Cal per diem rate for each Authorized SNF day. Any separately

billable services, as defined by Medi-Cal for distinct-part SNFs (such as legend drugs), shall be reimbursed in addition to the per diem.

Distinct-part SNF compensation shall be paid in accordance with Medi-Cal program payment policies and parameters.

Subacute Services (if applicable)

Subacute services shall be reimbursed at one hundred percent (100%) of the then current Medi-Cal per diem rate for each Authorized Subacute day.

Subacute service shall be paid in accordance with Medi-Cal program payment policies and parameters.

Acute Inpatient Intensive Rehabilitation (AIIR) Services (if applicable)

AIIR services shall be reimbursed at one hundred percent (100%) of the then-current Medi-Cal per diem as published in the DHCS APR-DRG calculator for each Authorized AIIR day. In the event that DHCS does not provide an AIIR rate, AIIR services shall be reimbursed at one hundred percent (100%) of the then current DHCS Interim Inpatient Hospital Per Diem.

AIIR services shall be paid in accordance with Medi-Cal program payment policies and parameters.

Administrative Days

Administrative Days, based on levels defined by Medi-Cal, shall be reimbursed at one hundred percent (100%) of the then-current Medi-Cal per diem rate for each Authorized Administrative Day. Any separately billable services, as defined by Medi- Cal, shall be reimbursed in addition to the per diem.

Administrative Days shall be paid in accordance with Medi-Cal program payment policies and parameters.

Outpatient Services

Outpatient Services: Hospital shall be reimbursed one hundred forty percent (140%) of the published Medi-Cal rates in effect on the date of service.

The parties expressly agree that this rate reflects the full and final payment for outpatient services, and shall not be augmented by 43.44% for services provided in a hospital outpatient department (also commonly referred to as the "Belshe Ruling Rate").

Line(s) of business covered under this exhibit include:

Medi-Cal
Healthy Kids
Healthy Workers

[Remainder of page left blank intentionally.]

EXHIBIT B
FACILITIES

Seton Medical Center
1900 Sullivan Avenue
Daly City, CA 94015
Tax ID: 91-2154441
NPI:
Acute-1154428688
SNF-1679608640

Seton Coastside
600 Marine Blvd.
Moss Beach, CA 94038
Tax ID: 91-2154441
NPI:
Acute- 1154428688
SNF-1932200441

EXHIBIT C
REQUIRED PROVISIONS
(Health Care Service Plans)

The following provisions are required by (i) federal statutes and regulations applicable to Health Plan, or (ii) state statutes and regulations applicable to health care service plans. Any purported modifications to these provisions inconsistent with such statutes, regulations, and agreements shall be null and void.

DMHC Provisions

1) In the event that Health Plan fails to pay Provider for Covered Services, the Member or subscriber shall not be liable to Provider for any sums owed by Health Plan. Provider shall not collect or attempt to collect from a Member or subscriber any sums owed to Provider by the Health Plan. Provider, or agent, trustee or assignee thereof, may not and will not maintain any action at law against a Member or subscriber to collect sums owed to the Provider by Health Plan. (Health and Safety Code section 1379)

2) To the extent that any of Health Plan's quality of care review functions or systems are administered by Provider, Provider shall deliver to Health Plan any information requested in order to monitor or require compliance with Health Plan's quality of care review system. (Rule 1300.51, J-5)

3) Provider is responsible for coordinating the provision of health care services to Members who select Provider if Provider is a primary care physician. (Rule 1300.67.1(a))

4) Provider shall maintain Member medical records in a readily available manner that permits sharing within Health Plan of all pertinent information relating to the health care of Members. (Rule 1300.67.1(c))

5) Provider shall maintain reasonable hours of operation and make reasonable provisions for after-hour services. (Rule 1300.67.2(b))

6) To the extent Provider has any role in rendering emergency health care services, Provider shall make such emergency health care services available and accessible twenty-four (24) hours a day, seven days a week. (Rule 1300.67.2(c))

7) Provider shall participate in Health Plan's system for monitoring and evaluating accessibility of care including but not limited to waiting times and appointment availability, and addressing problems that may develop. Provider shall timely notify Health Plan of any changes to address or inability to maintain Health Plan's access standards. (Rule 1300.67.2(f))

8) Health Plan is subject to the requirements of the Knox-Keene Health Care Service Plan Act of 1975, as amended (Chapter 2.2 of Division 2 of the Health and Safety Code), and the Regulations promulgated hereunder (subchapter 5.5 of Chapter 3 of Title 28 of the

California Code of Regulations). Any provision of the aforementioned statutes or regulations that are required to be in this Agreement shall bind the Health Plan whether or not expressly set forth in this Agreement. (Rule 1300.67.4(a)(9))

9) Upon the termination of this Agreement, Health Plan shall be liable for Covered Services rendered by Provider (other than for copayments as defined in subdivision (g) of Section 1345 of the Health and Safety Code) to a subscriber or Member who retains eligibility under the applicable plan contract or by operation of law under the care of Provider at the time of termination of the Agreement until the services being rendered to the subscriber or Member by Provider are completed, unless the Health Plan makes reasonable and medically appropriate provision for the assumption of services by a contracting provider. (Health and Safety Code section 1373.96) (Rule 1300.67.4(a)(10))

10) Any written communications to Members that concern a termination of this agreement shall comply with the notification requirements set forth in Health and Safety Code section 1373.65(f)

11) Provider shall maintain all records and provide all information to the Health Plan or the DMHC as may be necessary for compliance by the Health Plan with the provisions of the Knox-Keene Health Care Service Plan Act of 1975, as amended and any regulations promulgated thereunder. To the extent feasible, all such records shall be located in this state. Provider shall retain such records for at least ten years: this obligation shall not terminate upon termination of the Agreement, whether by rescission or otherwise. (Health and Safety Code section 1381) (Rule 1300.67.8(b))

12) Provider shall afford Health Plan and the DMHC access at reasonable times upon demand to the books, records and papers of Provider relating to health services provided to Members and subscribers, to the cost thereof, to payments received by Provider from Members and subscribers of the Health Plan (or from others on their behalf), and, unless Provider is compensated on a fee-for-services basis, to the financial condition of Provider. Provider shall promptly deliver to Health Plan, any financial information requested by Health Plan for the purpose of determining Provider's ability to bear capitation or other applicable forms of risk sharing compensation. (Rule 1300.67.8(c))

13) Provider shall not and is hereby prohibited from demanding surcharges from Members for Covered Services. Should Health Plan receive notice of any such surcharges by Provider, Health Plan may take any action it deems appropriate including but not limited to demanding repayment by Provider to Members of any surcharges, terminating this Agreement, repaying surcharges to Members and offsetting the cost against any amounts otherwise owing to Provider. (Rule 1300.67.8(d))

14) Upon Health Plan's request, provider shall report all co-payments paid by Members to provider. (Health and Safety Code section 1385)

15) To the extent that any of Health Plan's quality assurance functions are delegated to Provider, Provider shall promptly deliver to Health Plan all information requested for the

purpose of monitoring and evaluating Provider's performance of those quality assurance functions. (Rule 1300.70)

16) Provider may utilize Health Plan's Provider Dispute Resolution Process by phoning or writing the Claims Department, San Francisco Health Plan, PO.Box 194247, San Francisco, CA 94119 Phone 415-547-7818 ext. 7115. The Provider Dispute Resolution Process, however, does not and cannot serve as an appeal process from any fair hearing proceeding held pursuant to Health and Safety Code Section 809, et. seq. Please see the Provider Manual for more information regarding the dispute resolution process. (Health and Safety Code Section 1367(h).) (Rule 1300.71.38)

17) The written contract between Health Plan and Provider shall be prepared or arranged in a manner which permits confidential treatment by the Director of payment rendered or to be rendered to the provider without concealment or misunderstanding of other terms and provisions of the Agreement.

18) For any material revision to the Agreement or to the sub-delegation of duties by the parties, the parties shall receive prior authorization from the DMHC. (Rule 1300.52.4)

19) A description of the grievance procedure shall be readily available at each Provider facility. Provider shall provide grievance forms and assist Members in filing grievances. Provider shall cooperate with Health Plan in responding to Member grievances and requests for independent medical reviews. (Rule 1300.68(b))

20) In the event a Member seeks and obtains a recovery from a third party or a third party's insurer for injuries caused to that Member, and only to the extent permitted by the Member's evidence of coverage and by California law, Provider may have the right to assert a third party lien for and to recover from the Member the reasonable value of Covered Services provided to the Member by Provider for the injuries caused by the third party. Health Plan shall similarly have the right to assert a lien for and recover for payments made by Health Plan for such injuries. Provider shall cooperate with Health Plan in identifying such third party liability claims and in providing such information. Pursuit and recovery of under third party liens shall be conducted in accordance with California Civil Code section 3040.

EXHIBIT D
Medi-Cal Program Provisions

Provider understands that Health Plan is a Medi-Cal Managed Care Health Plan and subject to requirements under applicable laws, regulations, and contractual obligations set forth under the contract between Health Plan and the California Department of Health Care Services (the "Medi-Cal Agreement"). This Exhibit sets forth requirements pursuant to DHCS APL 17-004 and the Medi-Cal Agreement, and applies to contracts with any individual or entity who is classified as a "subcontractor" of Health Plan, as that term is defined in 42 C.F.R. § 438.2.

Provider has been identified as a subcontractor of Health Plan and subject to the requirements below.

1. **Compliance with Legal and Regulatory Requirements and the Medi-Cal Managed Care Program**. Provider agrees to comply with all applicable state and federal Medicaid laws and regulations, including applicable subregulatory guidance, contractual requirements set forth under the Medi-Cal Agreement, and the applicable requirements of the Medi-Cal Managed Care Program. Provider further understands and agrees that this Agreement is governed by and construed in accordance with all laws and applicable regulations governing the contract between Health Plan and DHCS.

2. **Approval by DHCS**. Provider understands that the Agreement is effective upon written approval by DHCS, or by operation of law where DHCS has acknowledged receipt and has failed to approve or disapprove the Agreement within 60 days of receipt. Amendments shall be submitted to DHCS for prior approval, at least 30 days before the effective date of any proposed changes governing compensation, services, or terms. Proposed changes, which are neither approved nor disapproved by DHCS, shall become effective by operation of law 30 days after DHCS has acknowledged receipt, or upon the date specified in the amendment, whichever is later.

3. **Emergency Services**. In the event that Provider is delegated risk for non-contracting emergency services, Provider shall provide the services in compliance with applicable State and Federal law as well as applicable sections of the Medi-Cal Agreement (including but not limited to, 22 CCR § 53855 and Exhibit A, Attachment 8, Provision 13 of the Medi-Cal Agreement).

4. **Reports**. Provider agrees to submit any reports required by Health Plan, in a form acceptable to Health Plan.

5. **Monitoring Rights**. Provider shall comply with all monitoring provisions of the Medi-Cal Agreement and any monitoring requests by DHCS. Provider understands that authorized State and Federal agencies have the right to monitor all aspects of Health Plan's operation for proper compliance, including, the inspection and auditing of Provider, which can be announced or unannounced. Provider is required to provide reasonable facilities, cooperation, and assistance to such agency representatives in the performance of their duties.

6. **Audit and Inspection**. Provider agrees to make all of its premises, facilities, equipment, books, records, contracts, computer and other electronic systems pertaining to the goods and services furnished under the terms of the Agreement, available for the purpose of an audit, inspection, evaluation, examination or copying, including but not limited to Access Requirements and State's Right to Monitor, as set forth in Exhibit E, Attachment 2, Provision 20 of the Medi-Cal Agreement:

    a) By DHCS, CMS, Department of Health and Human Services (DHHS) Inspector General, the Comptroller General, Department of Justice (DOJ), DMHC, or their designees.

    b) At all reasonable times at Provider's place of business or at such other mutually agreeable location in California.

    c) In a form maintained in accordance with the general standards applicable to such book or record keeping.

    d) For a term of at least 10 years from the final date of the Agreement period or from the date of completion of any audit, whichever is later.

    e) Including all Encounter Data, as applicable, for a period of at least 10 years.

    f) If DHCS, CMS, or the DHHS Inspector General determines there is a reasonable possibility of fraud or similar risk, DHCS, CMS, or the DHHS Inspector General may inspect, evaluate, and audit Provider at any time.

    g) Upon resolution of a full investigation of fraud, DHCS reserves the right to suspend or terminate Provider from participation in the Medi-Cal program; seek recovery of payments made to Provider; impose other sanctions provided under the State Plan, and direct Health Plan to terminate the Agreement due to fraud.

7. **Policies and Procedures**. Provider shall implement and maintain policies and procedures that are designed to detect and prevent fraud, waste, and abuse.

8. **Provider Subcontracts**. Provider agrees to maintain and make available to DHCS, upon request, copies of all subcontracts and to ensure that all subcontracts are in writing and require that the subcontractor:

    a) Make all premises, facilities, equipment, applicable books, records, contracts, computer, or other electronic systems related to the Agreement , available at all reasonable times for audit, inspection,

examination, or copying by DHCS, CMS, or the DHHS Inspector General, the Comptroller General, DOJ, and DMHC, or their designees.

b) Retain all records and documents for a minimum of 10 years from the final date of the Agreement period or from the date of completion of any audit, whichever is later.

9. **Transfer of Care**. In the event the Medi-Cal Agreement between Health Plan and DHCS is terminated, Provider shall assist Health Plan in the orderly transfer of Members and medical care, as required by the Medi-Cal Agreement; including but not limited to, making available to DHCS copies of medical records, patient files, and any other pertinent information, necessary for efficient case management of Members. Provider further agrees to assist Health Plan in the orderly transfer of care in the event the contract between Provider and a subcontractor is terminated.

10. **Notice to DHCS**. Provider agrees to notify DHCS in the event this Agreement is amended or terminated. Notice is considered given when properly addressed and deposited in the U.S. Postal Service as first-class registered mail, postage attached.

11. **Assignment and Delegation**. Provider agrees that assignment or delegation of this Agreement is void unless prior written approval is obtained from DHCS in those instances where prior approval by DHCS is required.

12. **Hold Harmless**. Provider agrees to hold harmless both the State and Members in the event Health Plan cannot or will not pay for services performed by Provider pursuant to this Agreement. Provider shall further ensure that any subcontracts contain this requirement.

13. **Records Related to Litigation**. Provider agrees to timely gather, preserve, and provide to Health Plan and/or DHCS, any records in Provider's possession, in the form and manner specified by DHCS, any information specified by DHCS, subject to any lawful privileges, in Provider's possession relating to threatened or pending litigation by or against DHCS. Provider agrees to use all reasonable efforts to immediately notify Health Plan and DHCS of any subpoenas, document production requests, or requests for records, received by Provider related to this Agreement. Provider shall further ensure that any subcontracts contain this requirement.

14. **Interpreter Services**. Provider agrees to arrange for the provision of interpreter services for Members at all provider sites.

15. **Provider Dispute Resolution**. Provider understands that it has a right to submit a grievance to Health Plan in accordance with Health Plan's provider dispute resolution process.

16. **Quality Improvement System**. Provider agrees to participate and cooperate in Health Plan's Quality Improvement System. If Provider delegates Quality Improvement

activities, the subcontract shall include those provisions stipulated in Exhibit A, Attachment 4, Provision 6 (Delegation of Quality Improvement Activities).

17. **Revocation of Delegated Activities**. Provider agrees to allow revocation of delegated activities or obligations, or specify other remedies in instances where DHCS or Health Plan determine that the Provider has not performed satisfactorily.

18. **Data Sharing for Coordination of Care**. If Provider is responsible for the coordination of care for Members, Health Plan agrees to share with Provider any utilization data that DHCS has provided to Health Plan, and Provider agrees to receive the utilization data provided and use it as Provider is able for the purpose of Member care coordination. Provider must meet all applicable care coordination requirements for Medi-Cal beneficiaries, including without limitation, those designated to assure availability and access to care, clinical services, specialty services and care management services, including comprehensive basic and complex case management.

19. **Changes to DHCS Contract**. Health Plan agrees to inform Provider of prospective requirements added by DHCS to the contract between Health Plan and DHCS before the requirement would be effective, and Provider agrees to comply with the new requirements within thirty (30) days of the effective date, unless otherwise instructed by DHCS and to the extent possible.

20. **Disclosure Form**. Provider understands that DHCS mandates specified information regarding ownership and control interests to be disclosed due to Provider's relationship to Health Plan. Provider shall complete the Disclosure Form, attached hereto as Exhibit F, in compliance with DHCS requirements.

21. **Recovery from Other Sources**. Provider shall not attempt recovery in circumstances involving casualty insurance, tort liability or workers' compensation. Provider shall report to the Health Plan and DHCS within ten (10) days after discovery of any circumstances which may result in casualty insurance payments, tort liability payments, or workers' compensation award.

22. **Protected Health Information (PHI)**. As a condition of obtaining access to records utilized/maintained by Health Plan for the Medi-Cal Program, Provider agrees not to divulge any information obtained in the course of performing services under this Agreement to unauthorized persons. Provider further agrees not to publish or otherwise make public any information regarding persons receiving Medi-Cal services, which would identify or make identifiable such persons. Provider acknowledges receipt of a copy of Exhibit G of the Medi-Cal Agreement, and agrees to the applicable restrictions and conditions therein with respect to such PHI.

EXHIBIT E
San Francisco Administrative Code

Provider agrees to comply with all applicable requirements of the City and County of San Francisco authorities and City and County of San Francisco statutes, regulations, and administrative codes now or hereinafter in force and effect to the extent that they directly bear upon the subject matter or services to be performed under this Agreement including, but not limited to, all provisions of the San Francisco Administrative Code Chapter 12P Minimum Compensation Ordinance ("MCO") and 12Q Health Care Accountability Ordinance ("HCAO"), including the remedies provided, and implementing guidelines and rules as follows:

1. **Minimum Compensation for Covered Employees.** The provisions of Sections 12P.5 and 12.P5.1 of Chapter 12P are incorporated by reference herein and made a part of this Agreement as though fully set forth herein. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of Provider's obligations under the MCO is set forth herein. Provider is required to comply with all of the provisions of the MCO irrespective of the partial listing of the Sections herein.

    a. The MCO requires Provider to pay Provider's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year, and the Provider is obligated to keep informed of the then-current requirements. Any subcontract entered into by Provider shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Provider's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If Provider or any subcontractor under this Agreement fails to comply, Health Plan will pass through any remedies and fines set forth or assessed by the City and County applicable agency under the MCO to Provider. Provider will indemnify, hold harmless and reimburse Health Plan consistent with Section 14.15 Mutual Indemnification, of the Agreement for any and all liability, loss, expense (including reasonable attorneys' fees), fines, liquidated damages, administration of remedies, claims or damages arising out of Provider's or Provider's subcontractor's failure to comply with this Section.
    b. Provider shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.
    c. Provider shall maintain employee and payroll records as required by the MCO. If Provider fails to do so, it shall be presumed that the Provider paid no more than the minimum wage required by State law.
    d. The City of San Francisco (the "City") is authorized to inspect Provider's job site and conduct interviews with employees at reasonable times and with reasonable notice and conduct audits of Provider.
    e. Provider's commitment to provide the Minimum Compensation as defined in the MCO is a material element of the City's consideration to Health Plan and a material

element of the Health Plan's Agreement with Provider. The City in its sole discretion shall determine whether such a breach has occurred. The City and public will suffer actual damage that will be impractical or extremely difficult to determine if the Provider fails to comply with these requirements. Provider agrees that the sums set forth in Section 12.P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Provider's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12.6.2 of Chapter 12P.

f. Provider understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages) against Provider, under the terms of the Agreement and/or under the applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Provider fails to cure such breach, or if such breach cannot be reasonably cured within such period of 30 days, Provider fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

g. Provider represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

2. **Health Care Accountability Ordinance.** Provider agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Section 12.Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Subsection and not previously defined the Agreement shall have the meaning assigned to such terms by Chapter 12Q.

   a. For each Covered Employee, Provider shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Provider chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

   b. Notwithstanding the above, if Provider is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with this part (i) above.

   c. Provider's failure to comply with the HCAO shall constitute a material breach of the Agreement. City shall notify Health Plan and/or Provider if such a breach has occurred. If within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Provider fails to cure such a breach or, if such breach cannot reasonably be cured within such period of 30 days, Provider fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any subcontracts entered into by Provider shall require the subontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Provider shall notify Health Plan prior to entering into any subcontract so Health Plan can meet its contractual obligations to the City. Provider will be responsible for Subcontractor's compliance with this HCAO. If Provider or its subcontractor fails to comply with the HCAO after notification from Health Plan or City, and City pursues remedies set forth in this Chapter against Health Plan, Provider agrees that Provider will indemnify and hold harmless Health Plan consistent with section 14.15 Mutual Indemnification of the Agreement for any and all liability, loss, expense (including reasonable attorneys' fees), fines, liquidated damages, administration of remedies, claims or damages arising out of Provider's or Provider's subcontractor's failure to comply with this Section or associated with its failure to comply with the HCAO provided that City and/or Health Plan has first provided Provider with notice and an opportunity to obtain a cure of the violation.

e. Provider shall not discharge, reduce compensation, or otherwise discriminate against any employee for notifying City with regards to Provider's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Provider represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Provider shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders including, but not limited to, the number of hours each employee has worked on a City Contract.

h. Provider shall keep itself informed of the current requirements of the HCAO.

i. Provider shall provide reports to the City and Health Plan in accordance with any reporting standards promulgated by the City under the HCAO, including reports on subcontractors and subtenants, as applicable.

j. Provider shall provide City and Health Plan with access to records pertaining to compliance with HCAO after receiving a written request from the City to do so and being provided at least ten business days to respond.

k. Provider at reasonable times and with reasonable notice shall allow City and Health Plan to inspect Provider's job sites and have access to Provider's employees in order to monitor and determine compliance with HCAO.

l. City or Health Plan may conduct random audits of Provider to ascertain its compliance with HCAO. Provider agrees to cooperate with the City and/or Health Plan when such audits are conducted.

3. **Consideration of Criminal History in Hiring and Employment Decisions.** Provider agrees to comply fully with and be bound by all of the provisions set forth in San Francisco Administrative Code Chapter 12T, including the remedies provided, and implementing regulations, as the same may be amended from time to time. Provider agrees to include in all subcontracts for Services under this Agreement a provision requiring subcontractor's compliance with Chapter 12T. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth

herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse. Capitalized terms used in this Subsection and not previously defined the Agreement shall have the meaning assigned to such terms by Chapter 12T.

a. Regarding applicants or potential applicants for employment, or employees, Provider or Subcontract shall not, at any time or by any means, inquire about, require disclosure of, or if such information is received base an Adverse Action in whole or part on:

   i. An Arrest not leading to a Conviction, exception under circumstances identified in San Francisco Administrative Code Chapter 12T, Section 12T.4 an Unresolved Arrest;

   ii. Participation in or completion of a diversion or a deferral of judgment program;

   iii. A Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative, by way of example but not limitation under California Penal Code sections 1203.4, 1203.4a, or 1203.41;

   iv. A Conviction or any other determination or adjudication in the juvenile justice system, or information regarding a matter considered in or processed through the juvenile justice system; or

   v. A Conviction that is more than seven years old, the date of Conviction being the date of sentencing; or

   vi. Information pertaining to offense other than a felony or misdemeanor, such as an infraction.

b. Matters identified in this Section 3 may not be considered in any manner by Provider or subcontractor.

c. Provider or its subcontractor shall not require applicants or potential applicants for employment to disclose on any employment application the fact or details of any Conviction History, any Unresolved Arrest, or any matter identified in Section 3(a) above. Nor shall Provider or Subcontractor inquire on any employment application about the fact or details of any Conviction History, any Unresolved Arrest, or any matter identified in subsection 3(a).

d. Provider or Subcontractor shall not require applicants or potential applicants for employment, or employees, to disclose and shall not inquire into, their Conviction History or an Unresolved Arrest until either after the first live interview with the person (via telephone, videoconferencing, use of other technology, or in person) or, at the discretion of Provider or Subcontractor, after a conditional offer of employment.

e. Prior to any Conviction History inquiry, Provider or Subcontractor shall provide a copy of the notice described in Section 12T.5(b) of the San Francisco Administrative Code Chapter 12T to the applicant or employee.

f. Prior to obtaining a copy of a Background Check Report, Provider or Subcontractor shall comply with all state and federal requirements including but not limited to California Investigative Consumer Reporting Agencies Act (ICRAA), California Civil code sections 1786 et seq., and the Federal Consumer Reporting Act (FCRA), 15 United States Code

sections 1681 et seq., to provide notice to the applicant or employee that such a report is being sought.

g. In making an employment decision based on an applicant's or employee's Conviction History, Provider or Subcontractor shall conduct an individualized assessment, considering only Directly-Related Convictions, the time that has elapsed since the Conviction or Unsolved Arrest, and any evidence of inaccuracy Evidence of Rehabilitation or Other Mitigating Factors.

h. If Provider or Subcontactor intends to base an Adverse Action on an item or items of the applicant or employee's Conviction History, prior to taking any Adverse Action, Provider or Subcontractor shall provide the applicant or employee with a copy of a Background Check Report, and shall notify the applicant or employee of the prospective Adverse Action and the item or items forming the basis of the prospective Adverse Action.

i. If, within seven days of the date that the notice described in Section 3(h) is provided by Provider or Subcontractor to the applicant or employee, the applicant or employee gives Provider or Subcontractor notice, orally or in writing, of evidence of the inaccuracy of the item or items of Conviction History or any Evidence of Rehabilitation or Other Mitigating Factors, Provider or Subcontractor shall delay any Adverse Action for a reasonable period after receipt of the information and during that time shall reconsider the prospective Adverse action in light of this information.

j. Upon taking any final Adverse Action based upon the Conviction History of an applicant or employee, Provider or Subcontractor shall notify the applicant or employee of the final Adverse Action.

k. Provider or Subcontractor shall not produce or disseminate any solicitation or advertisement that is reasonably likely to reach persons who are reasonably likely to seek employment to be perform under this Agreement and that expresses, directly or indirectly, that any person with an arrest or conviction will not be considered for employment or may not apply for employment.

l. Nothing in this Section 3 shall be construed to prohibit Provider or Subcontractor from observing the conditions of a seniority system or an employee benefit plan provided such systems or plans are not a subterfuge to evade the purposes or requirements of this Section.3.

m. Provider or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be perform under this Agreement, that Provider or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

n. Provider and Subcontractor shall post the notice required in San Francisco Administrative Code Chapter 12T in a conspicuous place as set forth in San Francisco Administrative Code Chapter 12T.5(c).

EXHIBIT F
DISCLOSURE FORM

Provider understands the following disclosures are required by DHCS pursuant to 42 C.F.R. § 455.104, 42 C.F.R. §438.608(c)(2), DHCS APL 17-004, and the DHCS Medi-Cal Agreement. The parties agree that any updates to the information contained in this Disclosure Form will not require a formal amendment to the Agreement.

1. Provider name: Seton Medical Center
2. Indicate how Provider is legally organized:
   a. Corporation
      i. Publicly Traded*
      ✔ ii. Nonprofit*
   b. Limited Liability Company
   c. Partnership
   d. Sole Proprietorship
   e. Public Entity*
   f. Other _____

*Complete any applicable provisions; otherwise skip to certification/signature section.

3. Provider shall complete the below information for any individual or corporate entity, as applicable, with an ownership or control interest in Provider:

For Individuals:			
Name:	**Address:**	**DOB:ᵞ**	**SSN:ᵞ**

ᵞ Confidential information; not to be disclosed as public record.

For Corporate Entities:*			
Name:	**Address:****	**TIN:**	**Ownership in Provider or Subcontractor?**
Verity Health System	2040 E. Mariposa Ave, El Segundo, CA 90245	91-2145484	100%

* TIN must be provided for any corporate entity with an ownership or control interest in Provider or in any subcontractor in which Provider has a 5 percent or more interest (as listed in Section 4).

** Corporate entities must include primary business address, every business location, and P.O. box address (as applicable).

4. If any individual(s) or corporation(s) listed above is/are related to another person with ownership or control interest in the Provider as a spouse, parent, child, or sibling, please list the name(s) and relationship(s) here:

N/A

5. Provider shall complete the below information for any subcontractors in which Provider has a 5% or more interest:

Name:	TIN:
N/A	

6. If any individual(s) or corporation(s) with an ownership or control interest in any subcontractor listed above is related to another person with ownership or control interest in Provider as a spouse, parent, child, or sibling, please list the name(s) and relationship(s) here:

N/A

7. Provider shall complete the below information for any managing employee of the Provider:

Name:	Address:	DOB:	SSN:

Confidential information; not to be disclosed as public record.

8. If an owner of Provider has an ownership or control interest in any other disclosing entity, please indicate name(s) here:

N/A

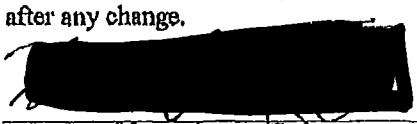
9. Provider shall indicate any major creditors holding more than five percent (5%) of the debt of Provider:

_____

_____

_____

I certify that the information in this Disclosure Form is accurate, complete, and current to the best of my knowledge, and that any updates to this form shall be provided to Health Plan within thirty five (35) days after any change.



Name: Mark S. Fraker
Title: CEO
Date: 8/10/18

EXHIBIT G

Acknowledgement of Receipt

Provider hereby acknowledges receipt of Health Plan's Network Operations Manual and Claims Operations Manual.

Date of receipt: 7/2/18

Initials of authorized representative of Provider:

EXHIBIT H
DELEGATION AGREEMENT

Not Applicable to this Agreement

1Q

MEMORANDUM OF UNDERSTANDING
BETWEEN SAN MATEO COUNTY BEHAVIORAL HEALTH AND RECOVERY SERVICES DIVISION AND SETON MEDICAL CENTER

The purpose of this Memorandum of Understanding (MOU) is to describe and make explicit the agreement between the San Mateo County Behavioral Health and Recovery Services Division and Seton Medical Center regarding the designation of Seton Medical Center as a 5150 facility.

1. Exhibits and Attachments

The following exhibits and attachments are attached and incorporated into this MOU by this reference:

Attachment 1: DHCS_1010_Involuntary Detentions Reporting Form and Instructions
Attachment 2: Discharge Planning Instructions, Draft, Version 12-19-17, Seton

2. Background Information

Through this Agreement, San Mateo County Behavioral Health and Recovery Services Division (BHRS) designates Seton Medical Center as a 5150 facility. The designation allows Seton Medical Center to receive patients on a 5150 hold that meet Seton's admissions criteria and are in need of treatment at a geropsych facility. The designation authorizes the Seton Medical Center to provide psychiatric evaluation and treatment of persons on a 5150 hold that can be served by the program and meet the admissions criteria as determined by Seton Medical Center. This designation conforms to the requirements of BHRS Policy 90-09: 5150 Designated Facilities, and California Welfare & Institutions Code Section 5150, which are incorporated into this Agreement by reference herein.

3. Term and Termination

3.1 Term
Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 2, 2018 through January 3, 2019. This Agreement will automatically renew annually for a one year term upon review by the BHRS Designated Facility Review Team.

3.2 Amendment/Modification Process
All subsequent modifications or amendments shall be in writing and signed by the parties.

3.3 Termination
This Agreement may be terminated by either party at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

4. Applicability of Designation

The designation is only valid if Seton Medical Center's Geriatric Behavioral Health Unit is State licensed, approved by the County of San Mateo, satisfies any and all conditions set forth within, and satisfactorily completes an annual review conducted by the BHRS Designated Facility Review Team.

4.1 Annual Review
The annual review will include at a minimum review of the treatment milieu of the facility, discharge procedures and plans, patients' rights procedures, medication monitoring, and quality of care issues. The annual review may result in the formulation of plans for improving any situation which needs attention and Seton Medical Center will participate in the plan development and comply with any requirements of the plan.

5. Regulations Compliance

Seton Medical Center shall comply with all applicable Federal and State regulations, and BHRS Policies & Procedures, including, but not limited to:

a. File quarterly report (DHCS 1010: Involuntary Detentions Reporting Form (Attachment 1)) for disclosing involuntary detentions to the County.

b. Maintain appropriate activities that afford patient due process, such as access to the Patients' Right Advocate, a process and location for 5250 hearings, Riese Hearings, and other applicable activities required as part of the patient's protection rights.

c. Acquire and maintain staff certification for writing 5150 holds.

6. Conditions of Designation

The 5150 Designation for Seton Medical Center includes the following conditions that must be met during the period in which the designation is valid.

6.1 Coordination of Care
Seton operates the Geriatric Behavioral Health Unit, a hospital-based SNF, and a community-based SNF, all of which play a critical role in the continuum of care for patients with a mental health diagnosis with high regard for state of the art treatment and care. Seton Medical Center shall strive to coordinate care with the County of San Mateo in an effort to comprehensively meet the needs of our communities, which may include acceptance of patients into placement into the range of facilities operated by Seton Medical Center. Such placements will be appropriate, meet the criteria established by Seton, and not current patients of SMMC 3A/B (Inpatient). Seton Medical Center reserves the right to not accept said patients, but will endeavor to accept patients when appropriate.

6.2 Quarterly Meeting

To facilitate ongoing communication between BHRS and Seton Medical Center a condition of this designation is for the two parties to meet no less than quarterly to discuss at a minimum, designation issues, inpatient issues, client flow, claims, compliance matters, and other issues that may arise from time to time. Meetings will be held at the main hospital campus. Minimum meeting attendees include the Medical Director and/or Deputy/Assistant Medical Director for BHRS and Seton, Program Director for the Geriatric Behavioral Health Unit, Seton Administration Representative, and the BHRS Assistant Director.

6.3 Out-of-County Placements

Patients admitted to the Geriatric Behavioral Health Unit from counties other than the County of San Mateo, shall be discharged back to the placing County or County of Residence from the Unit or other necessary levels of care. Under no circumstances shall out of county placements become the responsibility of the County of San Mateo. Any transportation costs associated with these placements will not be borne by the County.

6.4 Admission Criteria

Psychiatric holds may only be transported to Seton Medical Center if the patient meets admission criteria and Seton concurs with the transfer, or is transferred internally within the Seton system of care due to the specialization of the program. Under no circumstances shall law enforcement transport 5150 Holds to Seton Medical Center unless Seton authorizes acceptance of the patient on the hold. Law enforcement and others authorized to issue a 5150 Hold should always coordinate with the San Mateo Medical Center Psychiatric Emergency Services as the entryway to the County Inpatient System of Care. Holds issued by law enforcement for agencies in the northern portion of the County can be transported to Mills Peninsula Hospital and Psychiatric Emergency Services. Seton Medical Center shall provide upon receipt of this designation the admission criteria for the Geriatric Behavioral Health Unit to the County and upon any changes to the criteria and within 30 days of the criteria change.

Upon admission to the inpatient unit, the BHRS Hospital Liaison will make contact with Seton staff to establish communication with the County and coordinate placement to lower levels of care. To the extent feasible, the BHRS Hospital Liaison will assist with the referral of patients to Seton Medical Center from either SMMC PES or Mills-Peninsula PES in the County using the admission criteria.

6.5 Discharge Planning

When patients are residents of the County of San Mateo and known to BHRS, staff at the Geriatric Behavioral Health Unit will contact the BHRS

ACCESS Call Center prior to discharge in order to coordinate care across the levels of care. When discharging a patient with medications prescribed by Seton Medical Center during the inpatient stay, staff shall provide for a doctor to doctor consult. Doctor to doctor consults can be scheduled through the ACCESS Call Center or the Therapist on Duty at a County Regional Clinic, if the client is known to the clinic.

When patients are residents of the County of San Mateo and known to BHRS, the Discharge Planning Instructions, Attachment 2, shall be followed by Seton Medical Center. To assist with the identification of patients that are residents of San Mateo County and known to BHRS, the County shall provide access and basic training to the BHRS Electronic Health Record. Users granted access shall meet credentialing criteria and are subject to all local, state, and federal regulations concerning confidentiality, HIPAA, and protected health information.

6.6 Training and Certification

Seton Medical Center shall assure that staff working the Geriatric Behavioral Health Unit have been trained and certified to write 5150 Holds in sufficient numbers so that no work shift is without properly trained and certified staff. Seton Medical Center shall work with the County to maintain an adequate number of trained and certified staff ongoing.

6.7 Specialty Psychiatric Health Facility

The County of San Mateo recognizes that Seton Medical Center operates a specialty geriatric behavioral health unit designed to treat persons 65 years of age and older and that patients admitted into this facility will meet the age requirement and other admissions criteria. Seton Medical Center recognizes that as a designated facility, the specialty geriatric behavioral health unit operates within a greater network of inpatient facilities in the County of San Mateo.

Along with the San Mateo Medical Center and Mills Peninsula Hospital, Seton Medical Center brings services to this network for older adults. Mills Peninsula Hospital brings services to this network for children and youth. The San Mateo Medical Center operates as the hub of this network of inpatient care and as the safety net for those who may not otherwise afford care. This creates an expectation that Seton Medical Center coordinate with this network as may be necessary and in ways that satisfy the individual charge of Seton Medical Center and the other hospitals in this network so as to assure that County residents receive coordinated care in the most appropriate facility if available at the time of placement. This does not create a requirement that Seton Medical Center must accept transfers from within this network, only to the extent that such a transfer would benefit County residents and satisfy the requirements of Seton Medical Center. This creates an expectation that Seton Medical Center actively participate in the local network to help plan and coordinate

inpatient services generally.

6.8 Compliance and Conditions
The County of San Mateo shall monitor compliance with the conditions set forth in this document through the BHRS Compliance Officer. Results of the ongoing monitoring shall be reported and discussed at the regular quarterly meetings. Such issues may result in a plan of correction, which if necessary, will be developed by Seton Medical Center and submitted to the Compliance Officer for review and approval.

9. Contact Information

The following is contact information of the persons responsible from each party/entity for the completion and maintenance of this MOU:

9.1 San Mateo County Behavioral Health and Recovery Services

Name:	Scott Gruendl, Assistant Director
Address:	2000 Alameda de las Pulgas, Suite 235 San Mateo, CA 944003
Telephone:	(650) 573-2491
Facsimile:	(650) 574-2481
Email:	sgruendl@smcgov.org

9.2 Seton Medical Center

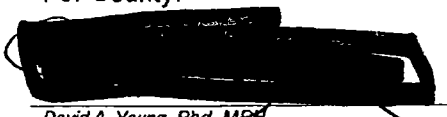
Name:	Tina Ahn, Director for Business Development
Address:	1900 Sullivan Avenue Daly City, CA 94015
Telephone:	650-991-6534
Facsimile:	650-991-6098
Email:	TinaAhn@verity.org

~ Signature page to follow ~

Effective Date and Signatures:

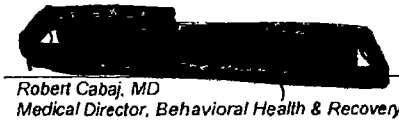
This Agreement shall be effective upon the signature of BHRS and Seton Medical Center authorized officials.

For County:



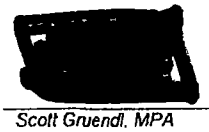
David A. Young, Phd, MPH
Director, Behavioral Health & Recovery Services

1/25/18
Date



Robert Cabaj, MD
Medical Director, Behavioral Health & Recovery Services

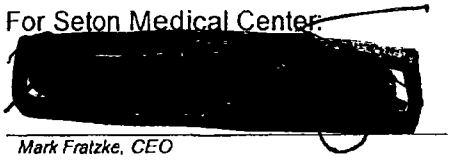
1/24/18
Date



Scott Gruendl, MPA
Compliance Officer, Behavioral Health & Recovery Services

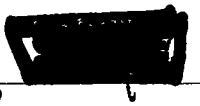
1/24/18
Date

For Seton Medical Center:



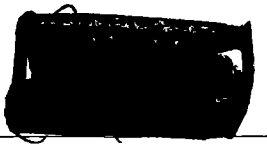
Mark Fratzke, CEO
Seton Medical Center/Seton Coastside

2-15-18
Date



TBD
Medical Director, Seton Medical Center, Geriatric Behavioral Health Unit

2/16/2018
Date



TBD
Program Manager, Seton Medical Center, Geriatric Behavioral Health Unit

2/15/2018
Date

ATTACHMENT 1

State of California - Health and Human Services Agency | Department of Health Care Services

QUARTERLY REPORT ON INVOLUNTARY DETENTIONS

County Name:	San Mateo
County Code:	41

			Year
Quarter 1	☐	July 1 to Sept. 30	____
Quarter 2	☐	Oct. 1 to Dec. 31	____
Quarter 3	☐	Jan. 1 to March 31	____
Quarter 4	☐	April 1 to June 30	____

SUMMARY OF INVOLUNTARY DETENTIONS IN COUNTY DESIGNATED FACILITIES
(excluding State Hospitals)

Provider Code	Facility Name	72-Hr. Eval & Treatment		14-Day Intensive Treatment	Additional 14-Day Intens Treat (Suicidal)	30-Day Intensive Treatment	180-Day Post Certification
		Child/Adol (0-17 Yrs)	Adult (18 & Up)				

The above information is required by the California Welfare and Institutions Code (WIC) Section 5402(a).
The information provided in this quarterly report will be incorporated into an annual report as required by WIC Section 5402(d). ***Please see the next page or reverse side for Reporting Instructions.*** **This quarterly report should be submitted by the 15th of the month following the end of each quarter via email, fax, or U.S. Mail.** If you need assistance preparing this report, please send an email to the address listed below.

Fax Number: **(650) 525-1762**

Email Address: HS_MH_QI_Staff@smcgov.org

Mailing Address: **Behavioral Health & Recovery Services**
Quality Management
2000 Alameda de las Pulgas, Suite 235
San Mateo, CA 94403

DATE	CONTACT PERSON	PHONE NUMBER

REPORTING INSTRUCTIONS:

SPECIAL INSTRUCTIONS: This reporting applies to all instances of involuntary treatment regardless of funding source. That is, persons who are treated involuntarily in private psychiatric facilities or whose treatment is funded by private resources must be reported along with persons whose treatment is funded through Medi-Cal or the county mental health program. **Do not count persons who are referred to another county for services. It is the responsibility of the treatment facility to include all of the information about the facility in its report.**

If there are no persons admitted involuntarily for evaluation and treatment, you must still submit this report on a quarterly basis with zero counts in each of the boxes provided. For example: In the "Facility Name" box enter "*Your Facility Name*", and zero fill each of the six treatment categories.

For each private or public facility reported, completely fill out each category of Involuntary Detention. Do not leave any section blank. If there are no counts for a specific category, please enter a zero count. Please include a telephone number of a contact for data verification purposes.

Please use one form to report each quarter.

PROVIDER CODE: Enter the provider code for the facility assigned for the Cost Reporting System. If the facility is not a Short-Doyle provider, then leave blank.

FACILITY NAME: Enter the the name of the facility designated by the county to which at least one person was admitted involuntarily for 72-hour evaluation and treatment, 14-day intensive treatment, Additional 14-day intensive treatment (Suicidal), 30-day intensive treatment, or 180-day post certification during the reporting period.

Note: A person who initially is admitted to a unit within a facility and is subsequently transferred to another unit within the same facility or to another facility for the same treatment episode while being held under the same Welfare & Institutions (WIC) section is to be counted only once. This person is to be counted in the unit or facility where each specific detention was initiated. This is to eliminate duplicate reporting.

72-HOUR EVALUATION AND TREATMENT: Enter the total count of persons admitted to the county-designated facility for 72-hour treatment and evaluation under WIC Section 5150, 5170, 5200, 5225, and 5585.55 during the report quarter. If the same person was admitted more than once during the quarter for 72-hour evaluation and treatment, count each admission. The number of persons reported should be separated into two groups, children and adolescents (0-17 years old) in one and adults (18 years & over) in the other as indicated.

14-DAY INTENSIVE TREATMENT: Enter the total count of persons certified during the report quarter for 14 day intensive treatment under WIC Section 5250.

ADDITIONAL 14-DAY INTENSIVE TREATMENT (SUICIDAL): Enter the total count of persons certified during the report quarter for an additional 14-days intensive treatment due to suicidal tendencies under WIC Section 5260. If the same person is involuntarily detained for a 14-day certification more than once during the quarter, count each certification.

30-DAY INTENSIVE TREATMENT: Enter the total count of persons certified during the report quarter for an additional period of intensive treatment of not more than 30 days under WIC Section 5270.15 for gravely disabled mentally disordered individuals who are unable to sufficiently stabilize within the 14-day period of intensive treatment.

180-DAY POST-CERTIFICATION: Enter the total count of persons certified during the report quarter for 180 days additional treatment under WIC Section 5303 and 5304.

ATTACHMENT 2

DISCHARGE PLANNING INSTRUCTIONS FOR ACCESS CALL CENTER FOR PATIENT DISCHARGING FROM INPATIENT (External) v. 12-19-17

1. STANDARD TO BE ACHIEVED

A. Discharged patients shall be seen by BHRS within the HEDIS Follow Up after Hospitalization Standard of 7 days, but in no case greater than 14 days for those discharged with medication. Clients shall be seen by BHRS, prior to the end of medication supply.

B. For continuing BHRS clients, this needs to be an in-person meeting for medication, psychotherapy, and/or case management.

C. For clients new to BHRS, this needs to be an initial assessment, which could be substituted with a PIN, for SMI or an assessment for Mild/Moderate.

2. HOSPITAL PATIENT DISCHARGES WITH MEDICATION NEED

A. *NOTE: Seton will contact BHRS Doc directly.* Hospital discharge planner will call the Access Call Center and request a Priority PIN Appointment. This request should occur before the discharge as early as possible such as 1 or 2 days. The discharge planner will indicate amount of medication client will be discharged with.

B. Access Call Center determines available Priority PIN Appointment at the appropriate clinic for the discharging patient.

C. Access Call Center calls the Hospital Discharge Planner back with the date and time of the PIN appointment prior to the established discharge time. Access staff requests any assessments/discharge summaries, to be faxed to the Call Center.

3. HOSPITAL PATIENT DISCHARGES WITHOUT MEDICATION NEED

A. Hospital Discharge Planner will call the Access Call Center and request an appointment.

B. Access Call Center determines available appointment at the appropriate clinic for the discharging patient.

C. Access Call Center calls the Hospital Discharge Planner back with the date and time of the appointment prior to the established discharge time. Access staff requests any assessments/discharge summaries, to be faxed to the Call Center.

4. PES DISCHARGES WITH MEDICATION NEED

A. PES discharge planner will call the Access Call Center and request a follow up service. Discharge planner will indicate amount of medication client will be discharged with.

B. Access Call Center screens information provided by PES and determines the appropriate appointment at the clinic client will be referred to.

C. Access Call Center calls the PES Discharge Planner back with the date and time of the appointment within one hour of the above call. Access staff requests any PES assessments/discharge summaries, to be faxed to the Call Center

D. If client meets **criteria for Mild-Moderate services**, Access Call Center will take down referral information from discharge planner, rule out SMI criteria, and call client back after call with PES. Call Center staff will screen client, confirm Mild-Moderate need, and provide client with authorization to the provider network.

5. PES DISCHARGES WITHOUT MEDICATION NEED

A. PES discharge planner will call the Access Call Center and request a follow up appointment.

B. If client meets **criteria for SMI** services, Access Call Center determines the appropriate appointment at the clinic the client will be referred to.

C. Access staff calls the PES Discharge Planner back with the date and time of the appointment within one hour of the above call. Access staff requests any PES assessments/discharge summaries to be faxed to the Call Center.

D. If client meets **criteria for Mild-Moderate services**, Access Call Center will take down referral information from discharge planner, rule out SMI criteria, and call client back after call with PES. Call Center staff will screen client, confirm Mild-Moderate need, and provide client with authorization to the provider network.

6. AFTER-HOURS REQUESTS

A. Hospitals will endeavor to not discharge patients in need of follow up outpatient care after 5PM or before 8AM or weekends as feasible.

B. Should discharges occur during the above mentioned times, discharge calls shall be prioritized by the Access Call Center for immediate follow up on the morning of the next work day.

C. After-hours Seton discharge calls shall be returned by the Access Call Center no later than Noon on the next work day following the receipt of the after-hours call.

CALL CENTER PHONE NUMBER (800) 686-0101

CALL CENTER MANAGER, SELMA MANGRUM (650) 573-2615

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AFFILIATION AGREEMENT

between

Seton Medical Center

and

San Mateo County Community College District

June 15, 2017

AFFILIATION AGREEMENT
between
SETON MEDICAL CENTER
and
SAN MATEO COMMUNITY COLLEGE DISTRICT

THIS AFFILIATION AGREEMENT ("Agreement") is made and entered into as of *August 1, 2017* (the "Effective Date"), by and between *Seton Medical Center* ("Hospital"), located at *1900 Sullivan Avenue* and San Mateo Community College District ("Institution"), located at *3401 CSM Drive, San Mateo, CA 94402.*

W I T N E S S E T H:

WHEREAS, Institution operates the *Radiology Technology Program* at its *Cañada College*, an educational program approved and accredited by the *Joint Review Committee on Education in Radiologic Technology (JRCERT) and the California Department of Public Health, Radiologic Health Branch* which provides in its curriculum an educational program for the benefit of students in the field of *radiology*, and Institution desires that the facilities of Hospital be utilized to provide clinical experience for such students;

WHEREAS, Hospital is willing, in order to foster training of health care providers for its future patients, on the terms and conditions hereinafter set forth, to make its facilities available for such purpose, and said terms and conditions are agreeable to Institution:

NOW, THEREFORE, in consideration of the foregoing, and upon the terms and conditions hereinafter set forth, Hospital and Institution do hereby agree as follows:

1. Duties of Institution

Institution shall, during the term of this Agreement carry out the following responsibilities, without cost or expense to Hospital:

1.1. Clinical Program Development. Institution shall, prior to commencement of such students' clinical experience and training, (a) submit to Hospital a written statement of the clinical objectives and proposed procedural format (including the days and hours during which students receive the clinical experience and training) of the clinical program ("Clinical Program"), attached hereto as Exhibit A and (b) obtain Hospital's written approval of such clinical objectives and procedural format. Once approved by Hospital, the Clinical Program's clinical objectives and procedural format shall not be altered without the prior written consent of Hospital.

1.2. Student Selection. Institution shall select and send to Hospital all student participants in the Clinical Program ("Students"). No more than *eight (8)* Students shall participate in the Clinical Program at any given time.

1.3. Student Supervision. :

1.3.1. Supervision of Students. Shall ensure that the Hospital's designated Clinical Instructor(s) at all times (a) remains on Hospital premises while Students participate in any patient care activities on Hospital premises and

(b) provides appropriate supervision of Students' participation in any patient care activities on Hospital premises.

1.3.2. Assignments. Shall cause each Instructor to (a) ensure that all required paperwork related to Students' and the Instructor's activities are completed to Hospital's satisfaction prior to the end of the shift.

1.4. Assurances Regarding Students. Institution shall ensure the following with respect to Students during the term of this Agreement:

1.4.1. Hospital Orientation. Shall ensure that each Student completes Hospital-provided orientation as to Hospital protocols, policies and procedures prior to commencement of the Clinical Program.

1.4.2. Adherence to Standards. Shall ensure that each Student adheres to such standards, policies, and procedures, including without limitation, those policies and procedures governing patient privacy and confidentiality, as may be established from time to time by either or both of Hospital and Institution. In the event of a conflict between the standards, policies and procedures of Hospital and Institution, those of Hospital shall govern.

klb 1.4.3. Health Certification. Shall ensure that, prior to commencement of the Clinical Program, each Student and Instructor has undergone a pre-employment physical examination, including chest X-ray or tuberculosis skin testing, and any other health testing required by the Hospital, and has obtained results satisfactory to Hospital. Thereafter, Institution shall ensure that each Student and Instructor undergoes an annual physical examination and obtains physician clearance for continued participation in the Clinical Program at Hospital. For each Student and Instructor, Institution shall provide to Hospital documentary evidence of all required vaccinations.

1.4.4. Uniforms. Shall ensure that each Student participating in the Clinical Program wears such uniform(s) as may be designated by Institution, unless given a specific assignment for which Hospital requires and furnishes a special uniform, in which case Institution shall ensure that such Student wear Hospital's special uniform. Institution shall supply a name tag to each Student indicating affiliation with Institution and shall ensure that each Student wears this name tag at all times during the Clinical Program on Hospital premises.

1.4.5. Publication Rights. Shall ensure that no Student publishes any paper, article, or other material relating to the Clinical Program unless the same has first been approved by Hospital for publication.

2. Duties of Hospital

2.1. Duties. Subject to the provisions of Section 2.2 below, Hospital shall provide the following, without charge, during the term of this Agreement:

2.1.1. Clinical Instructor(s). Hospital shall select at least one Clinical Instructor employed or engaged by the Hospital and approved by the board or agency that accredits the *Radiology Technology Program*.

2.1.2. Facilitate such clinical experience and training for the Students as may be specified in the clinical objectives and format referred to in Exhibit A attached hereto.

2.1.3. Provide supervision and instruction reasonably required by the Clinical Program and described in Exhibit B attached hereto. Hospital shall have the ultimate right to direct and control each Student while he/she is on Hospital premises. In the event of a disagreement between Hospital staff and Institution/Instructor/Students regarding patient care activities on Hospital premises, Hospital shall prevail.

2.1.4. Make available adequate classroom and conference room space for the conduct of the Clinical Program.

2.1.5. Conduct orientation for Students on Hospital's standards, policies, and procedures.

2.1.6. Make available a sufficient supply of Hospital policy and procedure manuals in each Hospital department or nursing unit (as the case may be).

2.1.7. Provide a representative from Hospital's Education Services to coordinate the Clinical Program with a specified representative of Institution.

2.1.8. Prior to each occasion in which a Student participates in the care of a Hospital patient, or a Clinical Coordinator is observing a Student in the care of a Hospital patient, the Radiologic Technologist assigned to the patient, the Radiologic Technologist Supervisor or either's designee shall (a) notify the patient of the Student's status as a Student and (b) shall explain to the patient that the Student will, absent the patient's objection, participate in the patient's medical care.

2.2. Exception to Duties. Notwithstanding the foregoing provisions of this Section 2, nothing herein shall obligate Hospital to provide any service or perform any activity (including, without limitation, those activities specified in Exhibits A and B) which, in the sole judgment of Hospital, may interfere with the provision of medical care to its patients.

2.3. Medical Aid. Hospital shall provide emergency first-aid treatment, as available, to a Student or Clinical Coordinator if such treatment becomes necessary while any such Student or Clinical Coordinator is on the premises of Hospital and participating in the Clinical Program. Hospital shall not be obligated to furnish other medical care, service, or treatment to any Student or Clinical Coordinator.

2.4. Use of Facilities. Hospital shall permit Students and Clinical Coordinators participating in the Clinical Program to purchase their meals in the Hospital cafeteria and to use Hospital's parking facilities for such fees as may be established from time to time by Hospital. Use of Hospital's parking facilities by any Student or Clinical Coordinator is contingent upon Hospital's receipt of written proof of commercial automobile liability insurance in accordance with state law.

3. Operation of Clinical Program. Hospital Clinical Instructor(s) will attend Monthly meetings, held at the Institution, to share information, set policies for clinical education,

and discuss specific issues related to student progress. Additional meetings between the respective representatives of Hospital and Institution may be held from time to time as may be necessary for the efficient and effective administration of the Clinical Program.

4. Nature of Agreement

4.1. Public Service. Hospital and Institution acknowledge and agree that Hospital is entering into this Agreement as an accommodation to Institution and as a public service in furtherance of its charitable mission. Subject to the provisions of Section 6 hereof, neither party shall be required to make any payment to the other pursuant to this Agreement.

4.2. Independent Contractors. The relationship between Hospital and Institution hereunder is that of independent contractors. This Agreement is not intended to create, and shall not be deemed to have created, any other relationship of any kind between Hospital and Institution, whether of agency, partnership, joint venture, association, or otherwise. None of Institution, Clinical Coordinator or Student shall have a claim against Hospital under this agreement or otherwise for social security benefits, workers' compensation benefits, vacation pay, sick leave, retirement benefits, disability or unemployment benefits, or employee benefits of any kind, including any health care benefits that will satisfy the obligations of Institution, Clinical Coordinator or Student to enroll in minimum essential coverage for purposes of satisfying the obligations of Institution, Clinical Coordinator or Student under the Affordable Care Act to enroll in such coverage or pay a penalty. Hospital shall not withhold on behalf of Institution, Clinical Coordinator or Student any sums for income tax, unemployment insurance, social security or any other purposes, and all such withholdings or obligations shall be the sole responsibility of Institution.

4.3. Institution Training Program. The Clinical Program is understood and agreed to be a training program of Institution and not of Hospital. Other than as expressly provided in this Agreement, each Student and Clinical Coordinator participating in the Clinical Program shall be and remain under the direction and control of Institution. No such Student or Clinical Coordinator shall be entitled to compensation or remuneration from Hospital for activities or services performed in the Clinical Program. Except to the extent required by law, in no event shall any such Student or Clinical Coordinator be deemed to be an employee, servant, representative, or agent of Hospital for any purpose whatsoever.

5. Term and Termination

5.1. Term. The term of this Agreement shall commence as of the Effective Date, and shall continue in full force and effect for three (3) years unless earlier terminated according to this Agreement. This Agreement may thereafter be renewed with the written consent of both parties.

5.2. Termination Without Cause. Hospital or Institution may terminate this Agreement at any time by giving written notice of such termination to the other party not less than ninety (90) days prior to the commencement of the next quarter (if the Institution operates on the quarter system) or the next semester (if the Institution operates on the semester system).

5.3. Termination With Cause. Hospital or Institution may terminate this Agreement

by giving thirty (30) days' written notice to the other party if the party to whom such notice is given is in breach of any material provision of this Agreement. The party giving notice of termination shall set forth in the notice the facts underlying its claim for breach. Notwithstanding the foregoing, this Agreement shall not terminate in the event the breaching party cures the breach to the satisfaction of the nonbreaching party within fifteen (15) days of receipt of such notice.

5.4. Immediate Termination.

5.4.1. Hospital may terminate this Agreement immediately by giving written notice to Institution upon the occurrence of any one or more of the following events: Hospital determines in good faith that any aspect of the activities of Institution or any Student or Clinical Coordinator hereunder endangers patient safety or will subject Hospital to ill repute; Institution or any Student or Clinical Coordinator fails to maintain compliance with all of the requirements set forth in Sections 1.3, 1.4, 6, 7, 8, 9 and 11.1; and Institution or any Student or Clinical Coordinator is convicted of a crime punishable as a felony or involving moral turpitude.

5.4.2. In the event legal counsel for either party advises that this Agreement or any practices which could be, or are, employed in exercising rights under this Agreement pose a material risk of violating any legal requirements, including without limitation those referenced in Section 9 or any legal requirement related to Hospital's tax-exempt status or tax-exempt bond financing, the parties in good faith shall undertake to revise this Agreement to comply with such legal requirements. In the event the parties are unable to agree upon the revised terms within thirty (30) days thereafter, either party may terminate this Agreement immediately upon written notice to the other.

5.5. Termination of Participation.

Either Hospital or Institution may, for cause and after prior consultation with the other, terminate the participation of any Student or Clinical Coordinator in the Clinical Program at any time by providing written notice of termination to the other. Events constituting cause for termination of participation shall include, without limitation, the following: (a) Hospital determines in good faith that any aspect of the activity of the Student or Clinical Coordinator hereunder endangers patient safety or will subject Hospital to ill repute; (b) the Student or Clinical Coordinator fails to maintain compliance with all of the requirements set forth in Sections 1.3, 1.4, 7, 8, 9 and 11.1; (c) the Student or Clinical Coordinator is convicted of a crime punishable as a felony or involving moral turpitude; and (d) in Hospital's judgment, the Student or Clinical Coordinator is incapable of carrying out the duties and obligations under this Agreement. Upon receipt of written notice by Hospital or Institution, Institution shall cause Student or Clinical Coordinator to cease participation in the Clinical Program within twenty-four (24) hours.

5.6. Survival. The provisions of Sections 6, 7, and 9.3 shall survive termination of this Agreement.

6. Indemnification and Insurance

6.1. Indemnification. Institution shall indemnify, defend and hold harmless Hospital, its directors, officers, employees and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses (including, without limitation, attorneys' fees and expenses of litigation) arising out of or relating in any manner to the Clinical Program, the participation of any Student or Clinical Coordinator therein, or the actions or activities of any Student Clinical Coordinator thereunder. Such indemnification shall extend to and include, without limitation: (a) all claims made under the workers' compensation law in California Labor Code Section 3200 et. seq. or any comparable statutory provision or provisions and (b) all assertions of liability due to illness or injury to any Student or Clinical Coordinator arising during or relating to participation by such Student or Clinical Coordinator in the Clinical Program.

6.2. Insurance. Institution shall, at all times during the term of this Agreement, maintain in force insurance policies which provide continuous coverage for (a) professional liability, (b) commercial general liability, (c) if Students or Clinical Coordinator operate Institution vehicles on Hospital premises, commercial automobile liability (including hired and non-ownership liability), (d) workers' compensation insurance for illness or injury to any Student or Clinical Coordinator arising during or relating to participation by such Student or Clinical Coordinator in the Clinical Program, and (e) umbrella liability providing excess coverage for the insurance specified in Sections 6.2 (a) through 6.2 (d) above. Without limitation, these insurance policies shall provide coverage for injury to or death of any person or damage to property which occur in connection with or arising from the Clinical Program, the participation of any Student or Clinical Coordinator therein, or the actions or activities of any Student or Clinical Coordinator thereunder. The liability coverage under such insurance shall not be less than the following amounts:

6.2.1. For commercial general liability insurance, One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) annual aggregate for Institution and for Students and Clinical Coordinator.

6.2.2. For professional liability insurance, One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate for Institution, for each Student, and for each Instructor.

6.2.3. For commercial automobile insurance, One Million Dollars ($1,000,000) per occurrence.

6.2.4. For umbrella insurance to cover excess liability, Five Million Dollars ($5,000,000) per occurrence.

All such insurance required pursuant to this Section shall be issued by an insurance company licensed to write insurance in the State of California and rated A- or better by A.M. Best Rating Agency. Hospital shall be named as an additional insured thereunder for the full amount of the specified coverage. Upon request by Hospital, Institution shall provide Hospital with certificates of insurance evidencing the insurance coverage required of it pursuant to this Section. Institution agrees to (a) give Hospital not less than sixty (60) days' written notice of its intent to cancel such insurance and (b) notify Hospital in writing within five (5) days of any cancellation, reduction, or material change in the amount or scope of any coverage under its insurance policies.

If any such insurance is claims-made form coverage and there is a termination, expiration, cancellation, non-renewal, or reduction or other change in the amount or scope of coverage of such insurance, Institution shall purchase extended reporting coverage (i.e., "tail" coverage) at the levels specified in this Section and expiring not less than five (5) years following the expiration or earlier termination of this Agreement.

6.3. Certain Claims or Actions. Institution and Hospital shall promptly notify each other in writing of a malpractice claim, disciplinary action, or other claim for damages asserted or initiated against Institution, Hospital or any Student or Clinical Coordinator in a matter arising out of Institution's, Hospital's or any Student's or Clinical Coordinator's activities under this Agreement. Institution shall and shall cause Students and Clinical Coordinators to cooperate with Hospital in the investigation and disposition of any incident report filed or malpractice claim, disciplinary action or other claim for damages asserted or initiated against Institution, Hospital or any Student or Clinical Coordinator in a matter arising out of activities under this Agreement.

7. Confidentiality

7.1. Patient Records. Any and all patient records and charts produced as a result of Students' or Clinical Coordinators' activities under this Agreement shall be and remain the property of Hospital.

7.2. Trade Secrets. Institution acknowledges and shall cause each Student and Clinical Coordinator to acknowledge that in connection with its/his/her performance under this Agreement, it/he/she may or will have access to and the use of confidential information and trade secrets (the "**Confidential Information**") of Hospital related to its operations which include, but are not limited to, financial statements, internal memoranda, reports, patient lists, and other materials or records of a proprietary nature. In order to protect the Confidential Information after the date of this Agreement and for so long as any such Confidential Information remains confidential, secret or otherwise wholly or partially protectable, Institution shall not and shall cause each Student and Clinical Coordinator not to, use such Confidential Information (except in connection with the activities hereunder) or divulge the Confidential Information to any third party, without first obtaining the prior written consent of the Hospital President and CEO or his/her designee.

8. Compliance With Hospital Standards

8.1. Compliance Program. In carrying out the obligations under this Agreement, Institution expressly agrees and shall cause each Student and Clinical Coordinator to expressly agree that Hospital's Corporate Responsibility Program, as adopted and amended from time to time ("**Compliance Program**"), shall be incorporated herein and made a part of this Agreement. Institution shall and shall cause each Student and Clinical Coordinator to comply with such Compliance Program at Institution's sole cost and expense. Without limiting the foregoing commitment to comply with Hospital's Compliance Program, Institution agrees that:

8.1.1. Institution shall and shall cause each Student and Clinical Coordinator to comply with all applicable federal and state laws and regulations;

8.1.2. Institution shall and shall cause each Student and Clinical Coordinator (Clinical Coordinator) to cooperate with Hospital corporate compliance audits, reviews and investigations which relate to Institution and/or any of the services provided by Institution, Students, or Clinical Coordinators(Clinical Coordinator) under this Agreement (including, without limitation, providing any and all Institution documents and/or information with respect to Institution, Students, Clinical Coordinators and Institution activities under this Agreement);

8.1.3. If requested by Hospital, Institution shall and shall cause each Student and Clinical Coordinator (Clinical Coordinator) to participate in corporate compliance-related seminars and educational programs sponsored by Hospital; and

8.1.4. Institution shall and shall cause each Student and Clinical Coordinator to comply with and not do or cause to be done any act or omission which in any way conflicts with or violates the standards of conduct (the "**Standards of Conduct**" Exhibit D) that are part of Hospital's Compliance Program.

8.2. Copy of Hospital Standards. Institution hereby acknowledges that (a) it has received a description of the Compliance Program titled "Essential Characteristics of the Verity Health System of California, Inc. Corporate Responsibility Program," and the Standards of Conduct, each attached hereto as Exhibit C and D, and (b) Institution and each Student and Clinical Coordinator has been given ample opportunity to read and review these copies.

9. Compliance With Laws

9.1. Generally. In carrying out the obligations under this Agreement, Institution shall comply and shall cause each Student and Clinical Coordinator to comply with all applicable laws, rules and regulations of all governmental authorities and accrediting agencies having jurisdiction over Hospital, Institution, Students, Clinical Coordinators and/or this Agreement, including Medicare and Medi-Cal laws, rules and regulations and all hospital and professional licensure and reimbursement laws, regulations, rules and policies.

9.2. Nondiscrimination. In selecting Students and Clinical Coordinators for participation in the Clinical Program, Institution shall not engage in unlawful discrimination, whether based upon sex, age, race, creed, national origin, political affiliation, or otherwise. In carrying out the obligations under this Agreement, Institution shall not and shall cause each Student and Clinical Coordinator not to differentiate or discriminate in the provision of medical services to Hospital's patients due to race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, physical handicap, medical condition, medical history, genetics, evidence of insurability, or claims history, in violation of any applicable state, federal or local law or regulation, or the rules and regulations of Hospital with respect to such matters.

10. Privacy and Confidentiality. In carrying out the obligations under this Agreement, Institution shall and shall cause each Student and Clinical Coordinator to comply with all federal and state laws governing the confidentiality and privacy of Hospital's patient health information, including, without limitation, the Health Insurance Portability Dispute

Resolution

10.1. Special Meeting. Except as set forth in Section 10.6 below, in the event of any dispute or disagreement between the parties with respect to this Agreement, either party may request in writing a special meeting for the resolution of the dispute (a "**Special Meeting**"). The Special Meeting shall be held at a mutually agreeable location within ten (10) days of a written request for the meeting, which request shall specify the nature of the dispute to be resolved. The Special Meeting shall be attended by representatives of both parties (who may or may not be accompanied by legal counsel, in their respective discretion), who shall attempt in good faith to resolve the dispute and shall have reasonable authority to do so.

10.2. Mediation. If a dispute has not been resolved within thirty (30) days after the date of the Special Meeting or within forty-five (45) days of the written request for the Special Meeting, either party may initiate mediation of the dispute by sending a written request for mediation to the other party. The parties shall meet to jointly select an independent and neutral person qualified to act as a mediator. The mediation proceeding shall commence not more than thirty (30) days after the written request for mediation. The mediation shall be attended by representatives of both parties (who may or may not be accompanied by legal counsel, in their respective discretion), who shall attempt in good faith to resolve the dispute and shall have reasonable authority to do so.

10.3. Arbitration. If the parties are unable to reach a mutually acceptable resolution to the dispute within thirty (30) days following an initial mediation conference or within sixty (60) days following the written request for mediation, the matter shall be submitted to arbitration. Either party may commence arbitration by giving a written notice to the other party demanding arbitration. There shall be one (1) impartial arbitrator, who shall be experienced in mediation and arbitration and knowledgeable regarding the health care/health related services industry. The parties shall meet to jointly select a single arbitrator to serve in the matter of dispute resolution. If the parties cannot reach agreement as to a mutually acceptable arbitrator within ten (10) days after the demand to arbitrate is made, they shall request that an arbitrator be chosen by JAMS/Endispute, Inc.

10.4. Hearing. The arbitration process shall consist of an adversary hearing and each party shall have the right to call and cross-examine witnesses under oath and to introduce oral and documentary evidence. The decision of the arbitrator shall be final and binding. The arbitration hearing shall take place at a location mutually agreed upon by the parties, and shall be governed by the rules of Section 1280 *et. seq.* of the California Code of Civil Procedure.

The arbitration shall be held within sixty (60) days after the appointment of the arbitrator, and in no event shall the taking of evidence before the arbitrator commence more than six (6) months following the date of the written demand for arbitration. In the event that the taking of evidence before the arbitrator does not commence within this time period, the party demanding arbitration shall be able to pursue all legal remedies, including without limitation bringing an action regarding the dispute in a court of law.

10.5. Good Faith Finding. The arbitrator, in addition to resolving the dispute, shall make a finding whether the parties to the arbitration acted in good faith. If the parties are found by the arbitrator to have acted in good faith, both parties shall

equally share in the expenses and fees of the arbitration. However, if one party is found not to have acted in good faith,that party alone will bear the expenses and fees of the arbitration, including attorneys' fees for both parties.

10.6. Injunctive Relief. Notwithstanding the provisions of this Section 10 and except as provided in Section 10.4 above, each of the parties hereto shall have the right to apply for and obtain a temporary restraining order or other temporary, interim or permanent injunctive or equitable relief from a court of competent jurisdiction in order to enforce the provisions of any part of this Agreement as may be necessary to protect its rights under those Sections.

10.7. Costs. In the event a court action is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of its costs of suit, reasonable attorneys' fees, as determined by the court.

11. Miscellaneous Provisions

11.1. Use of Premises. In order to preserve Hospital's exemption from property and other taxes, pursuant to state and federal law, Hospital space must be used for Hospital purposes only. Consequently, Institution shall and shall cause each Student and Clinical Coordinator to use Hospital premises solely for the activities specified in this Agreement. No part of the premises of Hospital shall be used at any time by Institution, Students or Clinical Coordinators other than for the activities of the Clinical Program.

11.2. Use of Name. Without the prior written consent of the relevant party, neither party shall use the name or any substantive part of the name of the other party in any advertising, publicity, or publication, except to the extent required to comply with applicable law, to supply information to any licensing or accrediting body of Hospital or Institution, or to obtain the consent of Hospital patients for Students and Clinical Coordinators to participate in their medical care.

11.3. Hospital Equipment and Supplies. Institution shall not and shall cause each Student and Clinical Coordinator not to remove any equipment or supplies furnished by Hospital without the express written authorization of Hospital.

11.4. Notices. Written notice required under this agreement shall be delivered personally or sent by United States registered or certified mail, postage prepaid and return receipt requested, and addressed or delivered to the parties at the following addresses (or such address as may hereafter be designated by a party by written notice thereof to the other party):

Institution
Executive Vice Chancellor

San Mateo Community College District
3401 CSM Drive
San Mateo, CA 94402

Hospital
President and Chief Executive Officer
Seton Medical Center
1900 Sullivan Avenue
Daly City, CA 94015

11.1. Obligations of Students and Staff. Institution shall ensure that all obligations and prohibitions imposed on Institution pursuant to this Agreement are equally

applicable to each and every Student, Clinical Coordinator and any other employee or contractor (collectively, the "Institution Staff") engaged, retained, employed or contracted by Institution to assist in the performance of this Agreement. Without limiting the generality of the foregoing, upon Hospital's request, Institution shall obtain from each member of the Institution Staff a written acknowledgment and agreement to be bound by the terms and conditions of this Agreement in such form as may be required by Hospital.

11.2. Incorporation of Exhibits. All schedules, exhibits, addenda, and recitals referred to in this Agreement are an integral part of this Agreement and are incorporated in full in this Agreement by this reference.

11.3. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of California without regard to conflict of law rules.

11.4. Force Majeure. Neither party shall be liable or be deemed in default of this Agreement for any delay or failure to perform caused by Acts of God, war, acts of terrorism, disasters, strikes, or any similar cause beyond the control of either party.

11.5. Catastrophe. In the event that Hospital facilities shall be partially damaged or destroyed by fire, earthquake or other catastrophe, and such damage is sufficient to render the facilities untenantable but not entirely or substantially destroyed, this Agreement may be suspended by Hospital until such time as Hospital determines that the premises or the facilities shall again be tenantable. In the event Hospital determines that Hospital facilities have been entirely or substantially destroyed by fire, earthquake, or other catastrophe, this Agreement may be terminated by either party upon ten (10) days' written notice to the other; or, in the alternative, this Agreement shall be suspended until such time as Hospital shall erect or otherwise acquire new facilities with accommodations substantially similar to those provided herein, in the event that Hospital gives written notice to Institution that it shall erect or otherwise acquire facilities. Nothing in this Agreement shall obligate Hospital to erect or otherwise acquire such facilities.

11.6. Tax Exempt Financing. Notwithstanding anything in this Agreement to the contrary, in the event that the Hospital uses the proceeds of tax-exempt financing, this Agreement shall be amended as may be necessary in order for Hospital to comply with the requirements of such financing so that the activities under this Agreement are not considered "private activity use" under the Internal Revenue Code. Immediately upon request by Hospital, Institution shall execute any and all such amendments presented by Hospital and shall return promptly said executed original amendments to Hospital.

11.7. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

11.8. Assignment and Delegation. Institution shall not assign or delegate any of its rights or obligations under this Agreement, and any such assignment or delegation is expressly prohibited and shall be void. Subject to the prohibition contained in this paragraph, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto. Hospital, in its sole and absolute discretion, shall have the right at any time to assign, delegate or in any

manner transfer all or any portion of its interests, obligations or duties under this Agreement to any person, group or entity without the consent of Institution.

11.9. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties.

11.10. Entire Agreement. This Agreement, including all Exhibits, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be altered or amended only by a written instrument executed by each of the parties hereto. This Agreement supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter hereof.

11.11. Captions. Any captions or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

11.12. Cumulation of Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

11.13. No Third Party Rights. The parties do not intend the benefits of this Agreement to inure to any third person not a signatory hereto. Notwithstanding anything contained herein, or any conduct or course of conduct by any party hereto, before or after signing this Agreement, this Agreement shall not be construed as creating any right, claim or cause of action against either party by any person or entity not a party to this Agreement.

11.14. Counting Days. If the day for performance of any obligation under this Agreement is a Saturday, Sunday, or legal holiday (within the meaning of California Civil Code Section 7), then the time for performance of any obligation under this Agreement shall be extended to 5:00 p.m. on the first business day following such Saturday, Sunday, or legal holiday.

11.15. Construction of Agreement. The parties agree that each party and its counsel have fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto or exhibit herein or therein.

11.16. Waiver. No delay or omission by either party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future. Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

11.17. Counterparts. This Agreement may be executed in any number of counterparts,

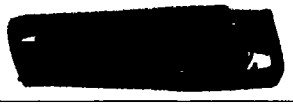
each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives effective as of the date first above written.

INSTITUTION
San Mateo County Community College District

By_
Kathy Blackwood
Its: Executive Vice Chancellor
Date: 7/14/2017

HOSPITAL
Seton Medical Center



By_____
John Ferrelli
Its: President and Chief Executive Officer
Date:

Exhibit A

Clinical Objectives and Procedural Format of the Clinical Program

(See attached.)

Please note use of terms used in the agreement:

Exhibit B

Allied Health Practitioner Application
(Performance of Patient-Care Services by Non-Employees)

(See attached.)

Exhibit C

Hospital Supervision and Instruction for the Clinical Program

(See attached.)

Exhibit D

Essential Characteristics of the Verity Health System of California, Inc. Corporate Responsibility Program

and

Standards of Conduct

(See attached.)

Exhibit E

GLOSSARY OF CAÑADA TERMS

Clinical Instructor. An employee of a medical center [Seton Medical Center] who:

Is proficient in supervision, instruction, and evaluation,

Documents two years clinical experience in the professional discipline, and

Holds American Registry of Radiologic Technologists current registration in radiography or equivalent (i.e., unrestricted state license for the state in which the clinical setting is located).

Clinical Instructors are responsible for overseeing the students in the clinical setting, including:

Clinical Instructors are responsible for scheduling and documenting student educational activities, evaluating student performance, and assuring that opportunities for students to meet the clinical objectives are provided in the clinical setting.

Clinical instructors assign students to other staff technologists who supervise them in the performance of radiographic procedures, evaluate their performance, and monitor their progress.

Clinical instructors provide the communication link between the hospital and the college. They meet with college faculty once each month to share information, set policies for clinical education, and discuss specific issues related to the program.

In the case of an unusual incident or medical emergency, the Clinical Instructor will refer the student to college personnel.

Additional Clinical Instructors can be designated depending on the Hospital's scheduling needs.

Clinical Coordinator. An employee of the institution [Cañada College] who:

Holds, at a minimum, a baccalaureate degree,

Is proficient in curriculum development, supervision, instruction, evaluation, and academic advising,

Documents two years clinical experience in the professional discipline,

Documents a minimum of one year of experience as an instructor in a JRCERT-accredited program, and

Holds American Registry of Radiologic Technologists current registration in radiography or equivalent (i.e., unrestricted state license for the state in which the program is located).

Clinical Coordinators are responsible for assessing the students' ongoing learning and performance in the clinical setting, including:

Acting as liaison between the institution and the medical center Clinical Instructor and Department Manager.

Coordinates and evaluates student clinical experiences; monitors and assures student health and safety during clinical rotations.

Maintain student clinical records, and disseminate and control x-ray monitoring devices; submits appropriate documents to clinical facilities.

Takes a leadership role in the development, assessment and modification (as needed) of student learning outcomes for clinical training and in-program learning outcomes.

Clinical Coordinators have regularly scheduled visits throughout the students' placement (typically every other week), and will visit more frequently if needed.

1S

AFFILIATION AGREEMENT

between

SETON MEDICAL CENTER

and

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

COLLEGE OF SAN MATEO

SETON COASTSIDE AND SUB-ACUTE UNIT

Effective August 1, 2016

AFFILIATION AGREEMENT
between
SETON MEDICAL CENTER
and
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

THIS AFFILIATION AGREEMENT ("Agreement") is made and entered into as of August 1, 2016 (the "Effective Date"), by and between *Seton Medical Center* ("Hospital"), located at *1900 Sullivan Avenue, Daly City, California 94015*, and *San Mateo County Community College District* ("Institution"), located at *3401 CSM Drive, San Mateo, California 94402.*

W I T N E S S E T H:

WHEREAS, Institution operates the *Registered Nursing Program*, an educational program approved and accredited by *The California Board of Registered Nursing* which provides in its curriculum an educational program for the benefit of students in the field of *nursing*, and Institution desires that the facilities of Hospital be utilized to provide clinical experience for such students;

WHEREAS, Hospital is willing, in order to foster training of health care providers for its future patients, on the terms and conditions hereinafter set forth, to make its facilities available for such purpose, and said terms and conditions are agreeable to Institution:

NOW, THEREFORE, in consideration of the foregoing, and upon the terms and conditions hereinafter set forth, Hospital and Institution do hereby agree as follows:

1. Duties of Institution

Institution shall, during the term of this Agreement carry out the following responsibilities, without cost or expense to Hospital:

1.1. Clinical Program Development. Institution shall, prior to commencement of such students' clinical experience and training, (a) submit to Hospital a written statement of the clinical objectives and proposed procedural format (including the days and hours during which students receive the clinical experience and training) of the clinical program ("Clinical Program"), attached hereto as Exhibit A and (b) obtain Hospital's written approval of such clinical objectives and procedural format. Once approved by Hospital, the Clinical Program's clinical objectives and procedural format shall not be altered without the prior written consent of Hospital.

1.2. Student Selection. Institution shall select and send to Hospital all student participants in the Clinical Program ("Students"). No more than *ten (10* Students shall participate in the Clinical Program at any given time.

1.3. Instructors Accompanying Students. Institution shall select a clinical instructor employed or engaged by Institution and approved by the board or agency that accredits the *Registered Nursing Program* to accompany Students in the Clinical Program ("Instructor"). Institution shall ensure the following with respect to Instructors during the term of this Agreement:

1.3.1. Supervision of Students. Shall ensure that an Instructor at all times (a) remains on Hospital premises while Students participate in any patient care activities on Hospital premises and (b) provides appropriate supervision of Students' participation in any patient care activities on Hospital premises.

1.3.2. Assignments. Shall cause each Instructor to (a) report at the beginning of a shift to the on-duty supervisor of the Hospital department or unit to which the Instructor and Student(s) are scheduled on any given day ("**On-Duty Supervisor**"), (b) ensure that all required paperwork related to Students' and the Instructor's activities are completed to Hospital's satisfaction prior to the end of the shift, and (c) follow any direction of the On-Duty Supervisor or his/her designee.

1.4. Assurances Regarding Students and Instructors. Institution shall ensure the following with respect to Students and Instructors during the term of this Agreement:

1.4.1. Hospital Orientation. Shall ensure that each Student and Instructor completes Hospital-provided orientation as to Hospital protocols, policies and procedures prior to commencement of the Clinical Program.

1.4.2. Adherence to Standards. Shall ensure that each Student and Instructor adheres to such standards, policies, and procedures, including without limitation, those policies and procedures governing patient privacy and confidentiality, as may be established from time to time by either or both of Hospital and Institution. In the event of a conflict between the standards, policies and procedures of Hospital and Institution, those of Hospital shall govern.

1.4.3. Health Certification. Shall ensure that, prior to commencement of the Clinical Program, each Student and Instructor has undergone a pre-employment physical examination, including chest X-ray or tuberculosis skin testing, and has obtained results satisfactory to Hospital. Thereafter, Institution shall ensure that each Student and Instructor undergoes an annual physical examination and obtains physician clearance for continued participation in the Clinical Program at Hospital. For each Student and Instructor, Institution shall provide to Hospital documentary evidence of Hepatitis B vaccination status or a copy of his/her informed declination.

1.4.4. Uniforms. Shall ensure that each Student and Instructor participating in the Clinical Program wears such uniform(s) as may be designated by Institution, unless given a specific assignment for which Hospital requires and furnishes a special uniform, in which case Institution shall ensure that such Student and Instructor wear Hospital's special uniform. Institution shall supply a name tag to each Student and Instructor indicating affiliation with Institution and shall ensure that each Student and Instructor wears this name tag at all times during the Clinical Program on Hospital premises.

1.4.5. Publication Rights. Shall ensure that no Student or Instructor publishes any paper, article, or other material relating to the Clinical Program unless the same has first been approved by Hospital for publication.

2. Duties of Hospital

2.1. Duties. Subject to the provisions of Section 2.2 below, Hospital shall provide the following, without charge, during the term of this Agreement:

2.1.1. Facilitate such clinical experience and training for the Students as may be specified in the clinical objectives and format referred to in Exhibit A attached hereto.

2.1.2. Provide supervision and instruction reasonably required by the Clinical Program and described in Exhibit C attached hereto. Hospital shall have the ultimate right to direct and control each Student and Instructor while he/she is on Hospital premises. In the event of a disagreement between Hospital staff and Institution/Instructor/Students regarding patient care activities on Hospital premises, Hospital shall prevail.

2.1.3. Make available adequate classroom and conference room space for the conduct of the Clinical Program.

2.1.4. Conduct orientation for Students and Instructors on Hospital's standards, policies, and procedures.

2.1.5. Make available a sufficient supply of Hospital policy and procedure manuals in each Hospital department or nursing unit (as the case may be).

2.1.6. Provide a representative from Hospital's Education Services to coordinate the Clinical Program with a specified representative of Institution.

2.1.7. Prior to each occasion in which a Student or Instructor participates in the care of a Hospital patient, the Hospital staff nurse assigned to the patient, the Nursing Supervisor or either's designee shall (a) notify the patient of the Student's status as a Student and Instructor's status as an Instructor and (b) shall explain to the patient that the Student and Instructor will, absent the patient's objection, participate in the patient's medical care.

2.2. Exception to Duties. Notwithstanding the foregoing provisions of this Section 2, nothing herein shall obligate Hospital to provide any service or perform any activity (including, without limitation, those activities specified in Exhibits A and C) which, in the sole judgment of Hospital, may interfere with the provision of medical care to its patients.

2.3. Medical Aid. Hospital shall provide emergency first-aid treatment, as available, to a Student or Instructor if such treatment becomes necessary while any such Student or Instructor is on the premises of Hospital and participating in the Clinical Program. Hospital shall not be obligated to furnish other medical care, service, or treatment to any Student or Instructor.

2.4. Use of Facilities. Hospital shall permit Students and Instructors participating in the Clinical Program to purchase their meals in the Hospital cafeteria and to use Hospital's parking facilities for such fees as may be established from time to time by Hospital. Use of Hospital's parking facilities by any Student or Instructor is contingent upon Hospital's receipt of written proof of commercial automobile liability insurance in accordance with state law.

3. Operation of Clinical Program. Periodic meetings between the respective representatives of Hospital and Institution shall be held from time to time as may be necessary for the efficient and effective administration of the Clinical Program.

4. Nature of Agreement

4.1. Public Service. Hospital and Institution acknowledge and agree that Hospital is entering into this Agreement as an accommodation to Institution and as a public service in furtherance of its charitable mission. Subject to the provisions of Section 6 hereof, neither party shall be required to make any payment to the other pursuant to this Agreement.

4.2. Independent Contractors. The relationship between Hospital and Institution hereunder is that of independent contractors. This Agreement is not intended to create, and shall not be deemed to have created, any other relationship of any kind between Hospital and Institution, whether of agency, partnership, joint venture, association, or otherwise. None of Institution, Instructor or Student shall have a claim against Hospital under this agreement or otherwise for social security benefits, workers' compensation benefits, vacation pay, sick leave, retirement benefits, disability or unemployment benefits, or employee benefits of any kind, including any health care benefits that will satisfy the obligations of Institution, Instructor or Student to enroll in minimum essential coverage for purposes of satisfying the obligations of Institution, Instructor or Student under the Affordable Care Act to enroll in such coverage or pay a penalty. Hospital shall not withhold on behalf of Institution, Instructor or Student any sums for income tax, unemployment insurance, social security or any other purposes, and all such withholdings or obligations shall be the sole responsibility of Institution.

4.3. Institution Training Program. The Clinical Program is understood and agreed to be a training program of Institution and not of Hospital. Other than as expressly provided in this Agreement, each Student and Instructor participating in the Clinical Program shall be and remain under the direction and control of Institution. No such Student or Instructor shall be entitled to compensation or remuneration from Hospital for activities or services performed in the Clinical Program. Except to the extent required by law, in no event shall any such Student or Instructor be deemed to be an employee, servant, representative, or agent of Hospital for any purpose whatsoever.

5. Term and Termination

5.1. Term. The term of this Agreement shall commence as of the Effective Date, and shall continue in full force and effect for one (1) year unless earlier terminated according to this Agreement. This Agreement may thereafter be renewed with the written consent of both parties.

5.2. Termination Without Cause. Hospital or Institution may terminate this Agreement at any time by giving written notice of such termination to the other party not less than thirty (30) days prior to the commencement of the next quarter (if the Institution operates on the quarter system) or the next semester (if the Institution operates on the semester system).

5.3. Termination With Cause. Hospital or Institution may terminate this Agreement by giving thirty (30) days' written notice to the other party if the party to whom

such notice is given is in breach of any material provision of this Agreement. The party giving notice of termination shall set forth in the notice the facts underlying its claim for breach. Notwithstanding the foregoing, this Agreement shall not terminate in the event the breaching party cures the breach to the satisfaction of the nonbreaching party within fifteen (15) days of receipt of such notice.

5.4. Immediate Termination.

5.4.1. Hospital may terminate this Agreement immediately by giving written notice to Institution upon the occurrence of any one or more of the following events: Hospital determines in good faith that any aspect of the activities of Institution or any Student or Instructor hereunder endangers patient safety or will subject Hospital to ill repute; Institution or any Student or Instructor fails to maintain compliance with all of the requirements set forth in Sections 1.3, 1.4, 6, 7, 8, 9 and 11.1; and Institution or any Student or Instructor is convicted of a crime punishable as a felony or involving moral turpitude.

5.4.2. In the event legal counsel for either party advises that this Agreement or any practices which could be, or are, employed in exercising rights under this Agreement pose a material risk of violating any legal requirements, including without limitation those referenced in Section 9 or any legal requirement related to Hospital's tax-exempt status or tax-exempt bond financing, the parties in good faith shall undertake to revise this Agreement to comply with such legal requirements. In the event the parties are unable to agree upon the revised terms within thirty (30) days thereafter, either party may terminate this Agreement immediately upon written notice to the other.

5.5. Termination of Participation.

Either Hospital or Institution may, for cause and after prior consultation with the other, terminate the participation of any Student or Instructor in the Clinical Program at any time by providing written notice of termination to the other. Events constituting cause for termination of participation shall include, without limitation, the following: (a) Hospital determines in good faith that any aspect of the activity of the Student or Instructor hereunder endangers patient safety or will subject Hospital to ill repute; (b) the Student or Instructor fails to maintain compliance with all of the requirements set forth in Sections 1.3, 1.4, 7, 8, 9 and 11.1; (c) the Student or Instructor is convicted of a crime punishable as a felony or involving moral turpitude; and (d) in Hospital's judgment, the Student or Instructor is incapable of carrying out the duties and obligations under this Agreement. Upon receipt of written notice by Hospital or Institution, Institution shall cause Student or Instructor to cease participation in the Clinical Program within twenty-four (24) hours.

5.6. Survival. The provisions of Sections 6, 7, and 9.3 shall survive termination of this Agreement.

6. Indemnification and Insurance

6.1. Indemnification. Institution shall indemnify, defend and hold harmless Hospital, its directors, officers, employees and agents from and against any and all claims,

demands, damages, liabilities, losses, costs, and expenses (including, without limitation, attorneys' fees and expenses of litigation) arising out of or relating in any manner to the Clinical Program, the participation of any Student or Instructor therein, or the actions or activities of any Student or Instructor thereunder. Such indemnification shall extend to and include, without limitation: (a) all claims made under the workers' compensation law in California Labor Code Section 3200 et. seq. or any comparable statutory provision or provisions and (b) all assertions of liability due to illness or injury to any Student or Instructor arising during or relating to participation by such Student or Instructor in the Clinical Program.

6.2. Insurance. Institution shall, at all times during the term of this Agreement, maintain in force insurance policies which provide continuous coverage for (a) professional liability, (b) commercial general liability, (c) if Students or Instructors operate Institution vehicles on Hospital premises, commercial automobile liability (including hired and non-ownership liability), (d) workers' compensation insurance for illness or injury to any Student or Instructor arising during or relating to participation by such Student or Instructor in the Clinical Program, and (e) umbrella liability providing excess coverage for the insurance specified in Sections 6.2 (a) through 6.2 (d) above. Without limitation, these insurance policies shall provide coverage for injury to or death of any person or damage to property which occur in connection with or arising from the Clinical Program, the participation of any Student or Instructor therein, or the actions or activities of any Student or Instructor thereunder. The liability coverage under such insurance shall not be less than the following amounts:

6.2.1. For commercial general liability insurance, One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) annual aggregate for Institution and for Students and Instructors.

6.2.2. For professional liability insurance, One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate for Institution, for each Student, and for each Instructor.

6.2.3. For commercial automobile insurance, One Million Dollars ($1,000,000) per occurrence.

6.2.4. For umbrella insurance to cover excess liability, Five Million Dollars ($5,000,000) per occurrence.

All such insurance required pursuant to this Section shall be issued by an insurance company licensed to write insurance in the State of California and rated A- or better by A.M. Best Rating Agency. Hospital shall be named as an additional insured thereunder for the full amount of the specified coverage. Upon request by Hospital, Institution shall provide Hospital with certificates of insurance evidencing the insurance coverage required of it pursuant to this Section. Institution agrees to (a) give Hospital not less than sixty (60) days' written notice of its intent to cancel such insurance and (b) notify Hospital in writing within five (5) days of any cancellation, reduction, or material change in the amount or scope of any coverage under its insurance policies.

If any such insurance is claims-made form coverage and there is a termination, expiration, cancellation, non-renewal, or reduction or other change in the amount or

scope of coverage of such insurance, Institution shall purchase extended reporting coverage (i.e., "tail" coverage) at the levels specified in this Section and expiring not less than five (5) years following the expiration or earlier termination of this Agreement.

6.3. Certain Claims or Actions. Institution and Hospital shall promptly notify each other in writing of a malpractice claim, disciplinary action, or other claim for damages asserted or initiated against Institution, Hospital or any Student or Instructor in a matter arising out of Institution's, Hospital's or any Student's or Instructor's activities under this Agreement. Institution shall and shall cause Students and Instructors to cooperate with Hospital in the investigation and disposition of any incident report filed or malpractice claim, disciplinary action or other claim for damages asserted or initiated against Institution, Hospital or any Student or Instructor in a matter arising out of activities under this Agreement.

7. Confidentiality

7.1. Patient Records. Any and all patient records and charts produced as a result of Students' or Instructors' activities under this Agreement shall be and remain the property of Hospital.

7.2. Trade Secrets. Institution acknowledges and shall cause each Student and Instructor to acknowledge that in connection with its/his/her performance under this Agreement, it/he/she may or will have access to and the use of confidential information and trade secrets (the "**Confidential Information**") of Hospital related to its operations which include, but are not limited to, financial statements, internal memoranda, reports, patient lists, and other materials or records of a proprietary nature. In order to protect the Confidential Information after the date of this Agreement and for so long as any such Confidential Information remains confidential, secret or otherwise wholly or partially protectable, Institution shall not and shall cause each Student and Instructor not to, use such Confidential Information (except in connection with the activities hereunder) or divulge the Confidential Information to any third party, without first obtaining the prior written consent of the Hospital President and CEO or his/her designee.

8. Compliance With Hospital Standards

8.1. Compliance Program. In carrying out the obligations under this Agreement, Institution expressly agrees and shall cause each Student and Instructor to expressly agree that Hospital's Corporate Responsibility Program, as adopted and amended from time to time ("**Compliance Program**"), shall be incorporated herein and made a part of this Agreement. Institution shall and shall cause each Student and Instructor to comply with such Compliance Program at Institution's sole cost and expense. Without limiting the foregoing commitment to comply with Hospital's Compliance Program, Institution agrees that:

8.1.1. Institution shall and shall cause each Student and Instructor to comply with all applicable federal and state laws and regulations;

8.1.2. Institution shall and shall cause each Student and Instructor to cooperate with Hospital corporate compliance audits, reviews and investigations which relate to Institution and/or any of the services provided by Institution, Students, or Instructors under this Agreement (including,

without limitation, providing any and all Institution documents and/or information with respect to Institution, Students, Instructors and Institution activities under this Agreement);

8.1.3. If requested by Hospital, Institution shall and shall cause each Student and Instructor to participate in corporate compliance-related seminars and educational programs sponsored by Hospital; and

8.1.4. Institution shall and shall cause each Student and Instructor to comply with and not do or cause to be done any act or omission which in any way conflicts with or violates the standards of conduct (the "**Standards of Conduct**") that are part of Hospital's Compliance Program.

8.2. Copy of Hospital Standards. Institution hereby acknowledges that (a) it has received a description of the Compliance Program titled "Essential Characteristics of the Verity Health System of California, Inc. Corporate Responsibility Program," and the Standards of Conduct, each attached hereto as Exhibit D, and (b) Institution and each Student and Instructor has been given ample opportunity to read and review these copies.

9. Compliance With Laws

9.1. Generally. In carrying out the obligations under this Agreement, Institution shall comply and shall cause each Student and Instructor to comply with all applicable laws, rules and regulations of all governmental authorities and accrediting agencies having jurisdiction over Hospital, Institution, Students, Instructors and/or this Agreement, including Medicare and Medi-Cal laws, rules and regulations and all hospital and professional licensure and reimbursement laws, regulations, rules and policies.

9.2. Nondiscrimination. In selecting Students and Instructors for participation in the Clinical Program, Institution shall not engage in unlawful discrimination, whether based upon sex, age, race, creed, national origin, political affiliation, or otherwise. In carrying out the obligations under this Agreement, Institution shall not and shall cause each Student and Instructor not to differentiate or discriminate in the provision of medical services to Hospital's patients due to race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, physical handicap, medical condition, medical history, genetics, evidence of insurability, or claims history, in violation of any applicable state, federal or local law or regulation, or the rules and regulations of Hospital with respect to such matters.

9.3. Privacy and Confidentiality. In carrying out the obligations under this Agreement, Institution shall and shall cause each Student and Instructor to comply with all federal and state laws governing the confidentiality and privacy of Hospital's patient health information, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and implementing regulations.

10. Dispute Resolution

10.1. Special Meeting. Except as set forth in Section 10.6 below, in the event of any dispute or disagreement between the parties with respect to this Agreement, either party may request in writing a special meeting for the resolution of the dispute (a

"**Special Meeting**"). The Special Meeting shall be held at a mutually agreeable location within ten (10) days of a written request for the meeting, which request shall specify the nature of the dispute to be resolved. The Special Meeting shall be attended by representatives of both parties (who may or may not be accompanied by legal counsel, in their respective discretion), who shall attempt in good faith to resolve the dispute and shall have reasonable authority to do so.

10.2. Mediation. If a dispute has not been resolved within thirty (30) days after the date of the Special Meeting or within forty-five (45) days of the written request for the Special Meeting, either party may initiate mediation of the dispute by sending a written request for mediation to the other party. The parties shall meet to jointly select an independent and neutral person qualified to act as a mediator. The mediation proceeding shall commence not more than thirty (30) days after the written request for mediation. The mediation shall be attended by representatives of both parties (who may or may not be accompanied by legal counsel, in their respective discretion), who shall attempt in good faith to resolve the dispute and shall have reasonable authority to do so.

10.3. Arbitration. If the parties are unable to reach a mutually acceptable resolution to the dispute within thirty (30) days following an initial mediation conference or within sixty (60) days following the written request for mediation, the matter shall be submitted to arbitration. Either party may commence arbitration by giving a written notice to the other party demanding arbitration. There shall be one (1) impartial arbitrator, who shall be experienced in mediation and arbitration and knowledgeable regarding the health care/health related services industry. The parties shall meet to jointly select a single arbitrator to serve in the matter of dispute resolution. If the parties cannot reach agreement as to a mutually acceptable arbitrator within ten (10) days after the demand to arbitrate is made, they shall request that an arbitrator be chosen by JAMS/Endispute, Inc.

10.4. Hearing. The arbitration process shall consist of an adversary hearing and each party shall have the right to call and cross-examine witnesses under oath and to introduce oral and documentary evidence. The decision of the arbitrator shall be final and binding. The arbitration hearing shall take place at a location mutually agreed upon by the parties, and shall be governed by the rules of Section 1280 *et. seq.* of the California Code of Civil Procedure.

The arbitration shall be held within sixty (60) days after the appointment of the arbitrator, and in no event shall the taking of evidence before the arbitrator commence more than six (6) months following the date of the written demand for arbitration. In the event that the taking of evidence before the arbitrator does not commence within this time period, the party demanding arbitration shall be able to pursue all legal remedies, including without limitation bringing an action regarding the dispute in a court of law.

10.5. Good Faith Finding. The arbitrator, in addition to resolving the dispute, shall make a finding whether the parties to the arbitration acted in good faith. If the parties are found by the arbitrator to have acted in good faith, both parties shall equally share in the expenses and fees of the arbitration. However, if one party is found not to have acted in good faith, that party alone will bear the expenses and fees of the arbitration, including attorneys' fees for both parties.

10.6. Injunctive Relief. Notwithstanding the provisions of this Section 10 and except as

provided in Section 10.4 above, each of the parties hereto shall have the right to apply for and obtain a temporary restraining order or other temporary, interim or permanent injunctive or equitable relief from a court of competent jurisdiction in order to enforce the provisions of any part of this Agreement as may be necessary to protect its rights under those Sections.

10.7. Costs. In the event a court action is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of its costs of suit, reasonable attorneys' fees, as determined by the court.

11. Miscellaneous Provisions

11.1. Use of Premises. In order to preserve Hospital's exemption from property and other taxes, pursuant to state and federal law, Hospital space must be used for Hospital purposes only. Consequently, Institution shall and shall cause each Student and Instructor to use Hospital premises solely for the activities specified in this Agreement. No part of the premises of Hospital shall be used at any time by Institution, Students or Instructors other than for the activities of the Clinical Program.

11.2. Use of Name. Without the prior written consent of the relevant party, neither party shall use the name or any substantive part of the name of the other party in any advertising, publicity, or publication, except to the extent required to comply with applicable law, to supply information to any licensing or accrediting body of Hospital or Institution, or to obtain the consent of Hospital patients for Students and Instructors to participate in their medical care.

11.3. Hospital Equipment and Supplies. Institution shall not and shall cause each Student and Instructor not to remove any equipment or supplies furnished by Hospital without the express written authorization of Hospital.

11.4. Notices. Written notice required under this agreement shall be delivered personally or sent by United States registered or certified mail, postage prepaid and return receipt requested, and addressed or delivered to the parties at the following addresses (or such address as may hereafter be designated by a party by written notice thereof to the other party):

Institution	Hospital
Kathy Blackwood, Executive Vice Chancellor	John Ferrelli, FACHE, President and Chief Executive Officer
San Mateo County Community College District	*Seton Medical Center*
3401 CSM Drive, San Mateo, CA 94402	*1900 Sullivan Avenue* *Daly City, CA 94015*

11.5. Obligations of Students and Staff. Institution shall ensure that all obligations and prohibitions imposed on Institution pursuant to this Agreement are equally applicable to each and every Student, Instructor and any other employee or contractor (collectively, the "Institution Staff") engaged, retained, employed or contracted by Institution to assist in the performance of this Agreement. Without limiting the generality of the foregoing, upon Hospital's request, Institution shall

obtain from each member of the Institution Staff a written acknowledgment and agreement to be bound by the terms and conditions of this Agreement in such form as may be required by Hospital.

11.6. Incorporation of Exhibits. All schedules, exhibits, addenda, and recitals referred to in this Agreement are an integral part of this Agreement and are incorporated in full in this Agreement by this reference.

11.7. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of California without regard to conflict of law rules.

11.8. Force Majeure. Neither party shall be liable or be deemed in default of this Agreement for any delay or failure to perform caused by Acts of God, war, acts of terrorism, disasters, strikes, or any similar cause beyond the control of either party.

11.9. Catastrophe. In the event that Hospital facilities shall be partially damaged or destroyed by fire, earthquake or other catastrophe, and such damage is sufficient to render the facilities untenantable but not entirely or substantially destroyed, this Agreement may be suspended by Hospital until such time as Hospital determines that the premises or the facilities shall again be tenantable. In the event Hospital determines that Hospital facilities have been entirely or substantially destroyed by fire, earthquake, or other catastrophe, this Agreement may be terminated by either party upon ten (10) days' written notice to the other; or, in the alternative, this Agreement shall be suspended until such time as Hospital shall erect or otherwise acquire new facilities with accommodations substantially similar to those provided herein, in the event that Hospital gives written notice to Institution that it shall erect or otherwise acquire facilities. Nothing in this Agreement shall obligate Hospital to erect or otherwise acquire such facilities.

11.10. Tax Exempt Financing. Notwithstanding anything in this Agreement to the contrary, in the event that the Hospital uses the proceeds of tax-exempt financing, this Agreement shall be amended as may be necessary in order for Hospital to comply with the requirements of such financing so that the activities under this Agreement are not considered "private activity use" under the Internal Revenue Code. Immediately upon request by Hospital, Institution shall execute any and all such amendments presented by Hospital and shall return promptly said executed original amendments to Hospital.

11.11. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

11.12. Assignment and Delegation. Institution shall not assign or delegate any of its rights or obligations under this Agreement, and any such assignment or delegation is expressly prohibited and shall be void. Subject to the prohibition contained in this paragraph, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto. Hospital, in its sole and absolute discretion, shall have the right at any time to assign, delegate or in any manner transfer all or any portion of its interests, obligations or duties under this Agreement to any person, group or entity without the consent of Institution.

11.13. Amendment. This Agreement may be amended at any time by mutual agreement

of the parties, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties.

11.14. Entire Agreement. This Agreement, including all Exhibits, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be altered or amended only by a written instrument executed by each of the parties hereto. This Agreement supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter hereof.

11.15. Captions. Any captions or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

11.16. Cumulation of Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

11.17. No Third Party Rights. The parties do not intend the benefits of this Agreement to inure to any third person not a signatory hereto. Notwithstanding anything contained herein, or any conduct or course of conduct by any party hereto, before or after signing this Agreement, this Agreement shall not be construed as creating any right, claim or cause of action against either party by any person or entity not a party to this Agreement.

11.18. Counting Days. If the day for performance of any obligation under this Agreement is a Saturday, Sunday, or legal holiday (within the meaning of California Civil Code Section 7), then the time for performance of any obligation under this Agreement shall be extended to 5:00 p.m. on the first business day following such Saturday, Sunday, or legal holiday.

11.19. Construction of Agreement. The parties agree that each party and its counsel have fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto or exhibit herein or therein.

11.20. Waiver. No delay or omission by either party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future. Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

11.21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives effective as of the date first above written.

INSTITUTION
San Mateo County Community College District

By
Kathy Blackwood
Its: *Executive Vice Chancellor*

HOSPITAL
Seton Medical Center

By
John Ferrelli, FACHE
Its: President and Chief Executive Officer

Exhibit A

Clinical Objectives and Procedural Format of the Clinical Program

(Please attach.)

CLINICAL OBJECTIVES: I. OPERATIONALIZE THE NURSING PROCESS AND USE CRITICAL THINKING SKILLS TO PROMOTE HOMEOSTASIS

Collects data from a few sources to identify basic patient needs.

A. Obtains assignment and prepares worksheet appropriately.
B. Defines the diagnosis and lists one to two signs and symptoms for each diagnosis of the assigned patient.
C. Gathers pertinent data from patient, report and chart.
D. Applies nursing theory to interpret data correctly.
E. Identifies subjective and objective data.

Assesses Patient Status

A. Uses CSM Nursing Care Worksheet
B. Identifies real/potential threats to homeostasis.
C. Determines the patient's ability to meet his/her basic needs (Maslow's hierarchy of needs), e.g., hygiene, safety, exercise.
D. States 2 nursing diagnoses for each patient in correct format.
E. Delineates outcome criteria for each nursing diagnosis.
F. Completes a functional assessment on an elder or adult in a physical therapy.

Plans, with guidance, standard nursing measures designed to assist adult patients to meet their basic needs and to promote homeostasis.

A. Identifies at least two nursing actions for each nursing diagnosis that will assist in meeting basic needs.
B. Explains to patient the nursing action that will be taken.

Plans, with guidance, standard nursing measures that assist geriatric patients to meet their basic needs and promote homeostasis.

A. Identifies two nursing actions that will assist in meeting basic needs.
B. Verbalizes to instructor two potential threats to homeostasis unique to the geriatric population.

Performs with guidance, basic physical assessment and technical skills safely and correctly,

e.g. skin care, R.O.M.

A. Maintains patient safety while performing skills.
B. Gives complete bath and basic hygienic care and makes an unoccupied/occupied bed for one patient.
C. Practices asepsis.
D. Practices proper body mechanics.
E. Takes and records vital signs accurately and in a timely manner.
F. Screens and/or drapes patients for privacy.
G. Positions patients correctly.
H. Demonstrates competency in the physical assessment of a geriatric patient.

Recognize, with guidance, whether nursing intervention met outcome criteria.

A. Identifies rationale for each nursing action.
B. States whether outcome criteria were met on the CSM Daily Care Worksheet and indicates modifications needed.
C. Evaluates effects of nursing care on adult and geriatric patients.

Uses critical thinking skills when applying nursing process to patient situations.

II. ASSUME ROLE AS A COMMUNICATOR

With guidance the student will utilize therapeutic communication skills to facilitate interaction with patients, colleagues and other members of the health care team.

A. Will consistently introduce self & address patient by name.
B. Consistently uses basic therapeutic communication skills.
C. Verbalizes to instructor at least two barriers to communication unique to the geriatric patient.
D. Demonstrates beginning understanding of methods to overcome communication barriers between the geriatric patient and nurse.

Will, on a weekly basis, report and record with guidance, patient assessments, interventions, their effectiveness and any other significant occurrences.

A. Gives brief summary report of pertinent data when leaves unit.
B. Seeks report when returning to unit.
C. Gives once a day complete summary report when leaving unit for the day.
D. Submits charting or practice notes using correct terminology and appropriate agency format.
E. Contributes in conferences.

III. ASSUME ROLE AS A TEACHER

Assess patients' needs for health teaching and confer with instructor or staff to develop appropriate plan of action.

A. Identifies one need for health teaching.
B. Identifies differences in mature adult and geriatric needs for health teaching.
C. Assesses need for simple or repetitive explanation and implements appropriate teaching.
D. Supports and reinforces the teaching plans of others.
E. Develops a health teaching pamphlet for an elder/adult.

IV. ASSUME ROLE AS A LEADER/MANAGER

A. Recognize patient's obvious need for assistance from other health team members and confer with instructor or staff regarding appropriate action.
B. Reports patient's status to team leader.
C. Complete the care for one patient within the assigned clinical time.
D. Identify and describe unique aspects of the role of the RN, LVN & CNA in long term care.
E. Implements care in stressful situations.

V. ASSUME ROLE AS A MEMBER WITHIN THE PROFESSION OF NURSING **Practice within the ethical standard and legal framework with guidance.**

A. Maintains patient safety while performing skills.
B. Maintains privacy and confidentiality of patients.
C. With guidance, begins to identify legal & ethical issues in the clinical area.
D. Demonstrates accountability for nursing skills/practice by utilizing direct faculty supervision. **Identify the role of the student nurse in relation to the roles of other members of the health team.**

Identify his/her own obvious learning needs and begin to seek needed experiences, with guidance, and begin to use resources for additional learning.

A. Communicates learning goals to instructor.
B. Shares information & experience with classmates & faculty.
C. Performs only those skills that have been presented/demonstrated.

Evaluates learning experiences and assesses his/her own progress with guidance by submitting self evaluation at midterm & completion of course.

A. Modifies performance based on instructor's feedback and staff feedback.
B. Takes corrective action when in error; reports error to instructor and follows through with appropriate report.

Is accountable for his/her professional behavior.
Is punctual to conferences and with written assignments.
Identify one or more situations where the nurse acted as a patient advocate. Completes assignment on the professional role of the nurse.

6. **COURSE CONTENT:**

Lecture Content:

1. Nursing as a profession
2. Health care delivery systems
3. The nursing process
4. Life span concept/the older adult
5. Concepts of wellness, illness, homeostasis, stress, anxiety, &adaptation
6. Nursing and alternative treatment modalities
7. Nurse as a leader/manager and time management
8. Nursing process: Cultural needs
9. Ethical and legal considerations of nursing practice
10. Nursing process: Mobility needs
11. Nursing process: Infection control
12. Nursing process: Safety needs
13. The nurse as communicator
14. Nursing process: Wound healing

Lab Content:

ADL-Bath/Bed/Feeding; Vital Signs; Body Mechanics/Transfer/ROM; Universal Precautions/Isolation; Physical Assessment; Specimen Collection; Enemas; NG Tube Feedings; Kangaroo Pump; Dressing Changes-Dry and moist to dry; Closed Wound Drainage; Jackson Pratt/Hemovac; Wound Care; Intake & Output; Communication Skills; Charting; Pulse Oximeter; Dynamap
*Vital Signs and Pulse Oximetry; NG Tube - Insertion, Assessment and Feeding with Feeding Pump; Sterile Gloving; Dressing - Assessment and Changing; Catheterization; Physical Assessment (at Hospital); Blood Glucose Testing; Medication Administration Test; I&O; Enema

REPRESENTATIVE METHODS OF INSTRUCTION:

Typical methods of instruction may include:

A. Lecture
B. Lab
C. Discussion
D. Guest Speakers
E. Observation and Demonstration
F. Other (Specify): Critical thinking situations and case studies, lecture and discussion, multimedia instruction and group presentations.

Exhibit B

Hospital Supervision and Instruction for the Clinical Program at Seton Coastside

The Hospital will:

Ensure there is sufficient Nursing Staff on duty to provide care to Residents.

Ensure that Nursing Students are not the only staff caring for the Residents.

Designate a Registered Nurse to be available for any clinical issues or concerns of staff, students or residents.

Provide feedback to the Instructor or School should problems arise with students or faculty.

Facilitate the clinical experience as specified in Exhibit A.

Post the clinical objectives in a prominent space where staff will have access.

Make available adequate conference room space for the Clinical Program.

Conduct orientation for the Instructors on Hospital policies, procedures, and standards.

Assign the Director of Staff Development to coordinate the Clinical Program with the School.

Exhibit C

Essential Characteristics of the Verity Health System of California, Inc.
Corporate Responsibility Program

and

Standards of Conduct

(See attached.)

Exhibit C

ESSENTIAL CHARACTERISTICS OF THE VERITY HEALTH SYSTEM OF CALIFORNIA, INC. CORPORATE RESPONSIBILITY PROGRAM

The Verity Health System Corporate Responsibility Program (CRP) will have the following characteristics:

1. Require proactive guidance, self-review, monitoring, auditing and reporting.

   Each organization is to be proactive in the area of corporate compliance. Each Hospital will develop, implement, and maintain a Corporate Responsibility Plan (Plan) to carry out the requirements of the Verity Health System Corporate Responsibility Program. The Hospital's Plan will provide guidance through the development of standards of conduct and procedures to be followed in identified risk areas and will provide for self-review and audit to detect and report illegal activity.

2. Require good faith effort to comply with law and regulations.

   Each Hospital is expected to comply with federal, state and local laws and regulations. With the proliferation of a myriad of laws and regulations in the health care field, coupled with increased governmental scrutiny, inadvertent non-compliance can expose Verity Health System to civil and criminal fines and penalties. By providing a focus and education on compliance with laws and regulations that impact Verity Health System in risk-sensitive areas, the Plan helps demonstrate the exercise of appropriate due diligence and a good faith effort to comply.

3. Require commitment of high-level personnel.

   The Plan will only be as effective in accomplishing its goals and objectives as the level of commitment made by the organization's board of directors, president/CEO and executive management. Each Hospital will assign a high-level executive responsible to oversee the implementation and operation of the Plan, and be accountable to its president/CEO for corporate compliance.

4. Heighten awareness and sensitivity to high-risk areas through education and communication.

   Through an initial and ongoing environmental assessment/risk analysis, high-risk areas will be identified that need to be addressed in the Plan. Upon inclusion in the Plan, the education and communication procedures in the Plan will heighten the awareness of and the sensitivity to these areas throughout the Hospital, which will help facilitate compliance.

5. Be complementary, not duplicative, of existing policies, standards and guidelines.

   The CRP has been designed to complement, not duplicate, other Verity Health System policies. Because of the importance placed on corporate compliance, Verity Health System believes that it merits a separate policy and plan, with specifically identified focus and accountabilities.

Exhibit C

Verity Health System

STANDARDS OF CONDUCT ATTESTATION

Verity Health System of California, Inc. (Verity Health System) is committed to carrying out our health care services in a manner consistent with the Verity Health System Values. Our shared Verity Health System Values serve to guide our actions and include: Respect, Caring, Authenticity, Passion, and Stewardship.

The following Standards of Conduct are a practical extension of the Verity Health System Values. They describe expectations for conduct necessary to promote and protect the integrity of Verity Health System. We are expected to act in a manner consistent with these standards.

Each of us is accountable for our own actions, and we must also hold each other accountable for adherence to the Standards of Conduct. We are encouraged to report violations of the Standards of Conduct and are protected from retaliation.

Quality of Care: Verity Health System is committed to providing competent and compassionate care, respecting and safeguarding the dignity of the patient, and allowing patient access to all medical information necessary to make decisions about their care. A central focus of Verity Health System in meeting patient needs is serving the whole person in his or her intellectual, emotional, and physical dimensions. Care will be provided in a safe and positive environment, free of disruptive, disrespectful, discourteous, and unethical behavior.

Laws and Regulations: Verity Health System will operate in accordance with all laws and regulations. In our work, these laws and regulations apply to areas such as patient referrals, employment, physician relationships, billing and payment practices, discount arrangements, lobbying, political contributions, the environment, health and safety, and dealings with payers and regulatory agencies.

Human Resources: Verity Health System maintains a work environment where we treat each other with honesty and respect. We are expected to perform our duties with care, compassion, and courtesy in a lawful and ethical manner. Disruptive, offensive, harassing, disrespectful, and unethical behaviors are unacceptable and will be addressed.

Business and Ethics: Verity Health System is committed to ethical business conduct and integrity. We must represent Verity Health System accurately and honestly and must not do anything that purposely defrauds anyone, including other companies or the government, of money, property, or services. Recordkeeping and billing for services provided to patients must be complete, accurate, timely, and lawful.

Confidentiality: In keeping with various laws, regulations, and professional guidelines, we must maintain the confidentiality of medical records and other patient information. We are also expected to keep information, regarding our colleagues and the proprietary business practices of the organization, confidential.

Conflict of Interests: We are expected to act in the best interests of Verity Health System and the patients we serve. We may not use our positions to profit personally or to assist others in profiting in any way at the expense of the organization. In any situation where outside interests conflict with those of the organization, the conflict must be disclosed in accordance with organizational policy.

Responsible Stewardship: Verity Health System is committed to preserving and protecting our organization's assets by making prudent and effective use of its resources. Verity Health System encourages innovative, cost-effective business decisions and strives to eliminate wasteful practices.

BUSINESS ASSOCIATE AGREEMENT

The Business Associate Agreement ("BA Agreement") is entered into as of and is in effect as of August 1, 2016 ("Effective Date") by and between Seton Medical Center ("Covered Entity" or "CE") and San Mateo County Community College District – College of San Mateo ("Business Associate" or "BA").

RECITALS

A. CE provides certain Protected Health Information (as defined below and referred to herein as "PHI") to BA in the course of the parties' business relationship.

B. In order to protect the privacy of the PHI and to comply with HIPAA, the HIPAA Regulations, and the California Confidentiality Laws (each as defined below), CE and BA desire to enter into this BA Agreement setting forth the terms and conditions of the use and disclosure of such PHI.

In consideration of the mutual promises set forth below, the parties agree as follows:

ARTICLE I: DEFINITIONS

1.1 **General Rule**. Capitalized terms not otherwise defined in this BA Agreement shall have the same meaning as those terms have in the HIPAA Regulations.

1.2 **HIPAA** means the Health Insurance Portability & Accountability Act of 1996, P.L. 104-191, as amended by the HITECH Act.

1.3 **HIPAA Regulations** means the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including, but not limited to, the Privacy Rule, the Security Rule, and the Breach Notification Rule, as currently in effect and as modified from time to time.

1.4 **HITECH Act** means Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which is Title XIII of the American Recovery and Reinvestment Act of 2009, P.L. 111-5.

1.5 **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information, codified at 45 CFR Parts 160 and 164, Subparts A and E, as currently in effect and as modified from time to time.

1.6 **Protected Health Information or "PHI"** shall have the meaning given to the term "Protected Health Information" under the Privacy Rule.

1.7 **Breach Notification Rule** means the Standards for Notification in the Case of Breach of Unsecured Protected Health Information, codified at 45 CFR Parts 160 and 164, Subparts A and D, as currently in effect and as modified from time to time.

1.8 **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information, codified at 45 CFR Parts 160 and 164, Subparts A and C, as currently in effect and as modified from time to time.

1.9 **California Confidentiality Laws** means the laws of the State of California governing the confidentiality of PHI, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56 *et seq.*), the patient access law (Cal. Health & Safety Code §123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code §120975 et seq.), the Lanterman-Petris-Short Act (Cal. Wel. & Inst. Code §5328 et seq.), the medical identity theft law (Cal. Civil Code §1798.82), and the improper access notification law (Cal. Health & Safety Code §1280.15).

ARTICLE II: OBLIGATIONS OF BA

2.1 **General Requirements**. Except as otherwise limited in this BA Agreement, BA may use or disclose PHI to perform functions, activities, or services for, or on behalf of, CE pursuant to one or more services agreements between CE and BA (the "Services Agreements"), as listed on Exhibit A to this BA Agreement, provided that such Use or Disclosure would not violate HIPAA, the HIPAA Regulations, or the California Confidentiality Laws if done by CE. BA and its agents and subcontractors shall only request, use, and disclose the minimum amount of PHI necessary to accomplish the purpose of the permitted Use or Disclosure. BA agrees to comply with all applicable provisions in HIPAA, the HIPAA Regulations, and the California Confidentiality Laws.

2.2 **Uses or Disclosures Permitted by Privacy Rule**. As permitted by the Privacy Rule, BA may use or disclose PHI: (a) as is necessary for the proper management and administration of BA's organization, or (b) to carry out the legal responsibilities of BA; provided, however, that any permitted Disclosure to a third party must be either Required By Law or subject to reasonable assurances obtained by BA from the third party that the PHI will be held confidentially, and securely, and used or disclosed only as Required By Law or for the purposes for which it was disclosed to such third party, and that any breaches of confidentiality of the PHI which become known to such third party will be immediately reported to BA. BA shall obtain the prior permission of CE before making any such disclosure that is not Required by Law. BA shall notify CE in a timely manner prior to making any Disclosure that is Required By Law, in order to afford CE the opportunity to respond to the request for such a Disclosure.

2.3 **Data Aggregation**. BA may provide Data Aggregation services relating to the Health Care Operations of CE.

2.4 **Disclosures to Agents and Subcontractors**. BA shall ensure that any agent or subcontractor to whom it provides PHI agrees in writing to the same restrictions, conditions, and requirements that apply to BA with respect to such PHI and as set forth herein regarding the Use and Disclosure and security of PHI, including, but not limited to, implementation of administration, physical and technical safeguards, notice of prohibited Use or Disclosure, mitigation of harmful effects, responses to requests for access and amendment, and a term permitting immediate termination of the agent's or

subcontractor's agreement with BA for improper Use or Disclosure of PHI. BA shall terminate its agreement with any agent or subcontractor to whom it provides PHI if such agent or subcontractor fails to abide by any material term of such agreement.

2.5 **Safeguards**. BA shall implement and use appropriate safeguards as necessary to prevent the Use or Disclosure of PHI in any manner that is not permitted by this BA Agreement, including but not limited to, safeguards designed to limit incidental Uses or Disclosures made pursuant to an otherwise permitted or required Use or Disclosure.

2.6 **Security Rule Safeguards**. To the extent that BA creates, receives, maintains, or transmits electronic PHI, BA shall comply with the Security Rule and implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that may be transmitted in conformity with the requirements of the Security Rule and prevent the Use or Disclosure of electronic PHI in any manner that is not permitted by this BA Agreement.

2.7 **Direct Access to CE's Electronic Systems**. If BA or its employees/agents are granted direct access to CE's electronic systems, BA will ensure that each of its employees and agents has access to only what is required for each employee/agent to perform the specific duties assigned by BA to that individual employee/agent pursuant to the Services Agreement with CE. Further, BA will provide immediate notice when its employees/agents are terminated or change roles or otherwise no longer have a need for access, BA will routinely monitor the list of employees/agents with access, BA will educate its employees/agents that sharing of login information among its employees/agents is prohibited, and BA will provide CE with a list of its employees/agents with access to CE's electronic systems upon request by CE.

2.8 **Minimum Necessary Use and Disclosure**. In conducting functions and/or activities under this BA Agreement or any other agreement between the parties hereto that involve the use and/or disclosure of PHI, BA shall make reasonable efforts to limit the use and/or disclosure of PHI to the minimum amount of information necessary as determined by CE to accomplish the intended purpose of the use or disclosure.

2.9 **Reporting**. BA agrees to provide written notice to CE of any Use or Disclosure of PHI that is in violation of this BA Agreement, the Privacy Rule, the California Confidentiality Laws, or other applicable federal or state law, within five (5) calendar days of becoming aware of such Use or Disclosure. BA shall also notify CE in writing within five (5) calendar days of receipt of any complaint that BA receives concerning the handling of PHI or compliance with this BA Agreement. BA further agrees to provide written notice to CE of any Security Incident within five (5) calendar days of BA's discovery of such Security Incident.

Notwithstanding the foregoing, BA shall immediately, and in no case longer than forty-eight (48) hours after, upon discovery of a Breach under HIPAA or breach under applicable state law, report to CE such Breach/breach, consistent with HIPAA, the HIPAA Regulations, and the California Confidentiality Laws. BA must also, without

unreasonable delay, identify each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired or disclosed as a result of the Breach/breach, and provide such information to CE as needed in order to meet the data breach notification requirements under the Breach Notification Rule and the California Confidentiality Laws, and in any event within five (5) calendar days after the discovery of the Breach/breach. The Breach shall be considered "discovered" when the BA knew or reasonably should have known when the Breach occurred.

BA agrees to fully cooperate, coordinate with and assist CE in gathering the information necessary to notify the affected individuals. BA agrees to cooperate with CE to ensure that all such Breach/breach notices are sent without unreasonable delay, and in no case more than five (5) business days from the discovery of the Breach/breach, as required under the applicable California Confidentiality Laws. BA agrees that it shall be solely responsible for all costs and expenses incurred by both CE and BA as a result of the Breach/breach, including costs associated with mitigation, preparation and delivery of the notices.

2.10 **Mitigation**. BA shall mitigate promptly, to the extent practicable, any harmful effect that is known to BA of a Use or Disclosure of PHI by BA in violation of this BA Agreement, the Privacy Rule, or other applicable federal or state law.

2.11 **Requests for Restrictions**. BA agrees to comply with requests for restrictions on Use or Disclosure of PHI that CE has agreed to or is required to abide by under 45 C.F.R. §164.522, to the extent that such restriction may affect BA's use or disclosure of such PHI.

2.12 **Access and Amendment**. To enable CE to fulfill its obligations under the Privacy Rule, BA shall make PHI in Designated Record Sets that are maintained by BA or its agents or subcontractors available to CE for inspection, copying or amendment within ten (10) calendar days of a request by CE. If an Individual requests inspection, copying or amendment of PHI directly from BA or its agents or subcontractors, BA shall notify CE in writing within five (5) business days of receipt of the request, and shall defer to, and comply with, CE's direction in a timely manner regarding the response to the Individual regarding the request for inspection, copying or amendment.

2.13 **Accounting**. BA shall implement a process for recording certain Disclosures of PHI by BA ("Accounting Information") in order to enable CE to comply timely with its obligations under the Privacy Rule including, but not limited to, 45 CFR Section 164.528. At a minimum, this Accounting Information shall include for each such Disclosure recordation of (a) the name and date of birth of the Individual whose PHI was the subject of the Disclosure; (b) the date of Disclosure; (c) the name and address of the recipient of the PHI; (d) a brief description of the PHI disclosed; and (e) a brief statement of the purpose for the Disclosure that reasonably informs the Individual of the basis for the Disclosure. Within ten (10) calendar days of notice from CE of a request for an accounting of Disclosures of PHI, BA shall make available to CE this Accounting Information. In addition, for any month in which BA makes a Disclosure of PHI, BA shall provide Accounting Information during the subsequent month pertaining to CE, in a

format and medium specified by CE. If an Individual requests an accounting directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) business days of the request, and shall defer to, and comply in a timely manner with, CE's direction regarding the response to the Individual regarding the request for an accounting.

2.14 **Government Officials**. BA shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services ("Secretary") for purposes of determining CE's compliance with the Privacy Rule. BA shall notify CE regarding any PHI that BA provides to the Secretary concurrently with providing such PHI to the Secretary, and upon CE's request, shall provide CE with a duplicate copy of such PHI.

2.15 **Insurance and Indemnity**. BA shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure BA and its agents or subcontractors against any claim or claims for damages arising under this BA Agreement. Such insurance coverage shall apply to all sites of BA and to all services provided by BA or its agents or subcontractors under this BA Agreement.

BA shall indemnify, hold harmless and defend CE and its affiliated entities from and against any and all claims, losses, liabilities, costs and other expenses (including reasonable attorneys' fees and costs, and administrative penalties and fines) incurred as a result of, or arising directly or indirectly out of or in connection with any act or omission of BA, its agents or subcontractors, under this BA Agreement including, but not limited to, negligent or intentional acts or omissions. The indemnification obligation of BA shall survive termination of this BA Agreement.

2.16 **Prohibition on Sale of PHI**. BA agrees to comply with the prohibition of sale of PHI without authorization unless an exception under 45 C.F.R. § 164.508 applies.

2.17 **Compliance with CE's Obligations.** To the extent that BA carries out CE's obligations under HIPAA, the HIPAA Regulations, or the California Confidentiality Laws, BA shall comply with all of the requirements of HIPAA, the HIPAA Regulations, and the California Confidentiality Laws, in the performance of such obligations.

ARTICLE III: OBLIGATIONS OF CE

3.1 **Notice of Privacy Practices**. CE shall notify BA of limitation(s) in its notice of privacy practices, in accordance with 45 CFR Section 164.520, to the extent such limitation affects BA's permitted Uses or Disclosures.

3.2 **Individual Permission**. CE shall notify BA of changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent such changes affect BA's permitted Uses or Disclosures.

3.3 **Restrictions**. CE shall notify BA of restriction(s) in the Use or Disclosure of PHI that CE has agreed to, in accordance with 45 CFR Section 164.522, to the extent such restriction affects BA's permitted Uses or Disclosures.

3.4 **Prohibited Requests**. CE shall not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA, the HIPAA Regulations, or the California Confidentiality Laws, if done by CE.

ARTICLE IV: TERM AND TERMINATION

4.1 **Term**. This BA Agreement shall be effective as of the Effective Date, and shall continue in effect with respect to each Services Agreement until: (i) this BA Agreement is terminated in accordance with the provisions of Section 4.2 or (ii) the relevant Services Agreement (in its entirety) is terminated; provided, however, that in the event that CE has entered into more than one Services Agreements with BA and one or more, or a portion of one or more, but not all, of such Services Agreements are terminated, this BA Agreement shall terminate only with respect to the Services Agreement(s) (or portions thereof) that have been terminated. Under such circumstances, this BA Agreement shall continue in effect with respect to all Services Agreements (or portions thereof) between CE and BA which have not been terminated.

4.2 **Termination for Cause**. In the event of either party's material breach of this BA Agreement, the non-breaching party may terminate this BA Agreement upon ten (10) calendar days prior written notice to the breaching party in the event the breaching party does not cure such breach to the reasonable satisfaction of the non-breaching party within such ten (10) calendar day period. In the event that cure of a breach under this Section 4.2 is not reasonably possible, the non-breaching party may immediately terminate this BA Agreement; or if neither termination nor cure is feasible, the non-breaching party may, subject to all applicable legal privileges, report the violation to the Secretary of the Department of Health and Human Services. Either party may terminate this BA Agreement immediately if (a) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, HIPAA Regulations, or the California Confidentiality Laws, or (b) if a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations, the California Confidentiality Laws, or any other security or privacy law is made in any administrative or civil proceeding in which that party has been joined.

4.3 **Effects of Termination**. Upon termination of the business relationship between the parties and/or the BA Agreement for any reason, BA shall, at CE's direction, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. Upon CE's request, BA shall certify in writing that such return or destruction has occurred. If BA determines that return or destruction is not feasible, BA shall explain to CE in writing why conditions make the return or destruction of such PHI not feasible. If CE agrees that the return or destruction of PHI is not feasible, BA shall retain the PHI, subject to all of the protections of this BA Agreement, and shall make no further Use or Disclosure of the PHI, except as for those purposes that make the return or destruction of the PHI not feasible. In any event, upon termination of the business relationship between the parties and/or the BA Agreement, BA shall retain for no less than six (6) years the Accounting Information compiled by BA pursuant to section 2.13 of this BA Agreement, and shall make such Accounting Information available to CE within five (5) business days of a request.

4.4 **Survival**. The obligations of BA under this Article IV shall survive the termination of the business relationship between the parties and/or the BA Agreement.

ARTICLE V: MISCELLANEOUS

5.1 **Assistance**. In the event of an administrative or judicial action commenced against CE where BA may be at fault, in whole or in part, as the result of its performance under this BA Agreement, BA agrees to defend or to cooperate with CE in the defense against such action.

5.2 **Subcontracts and Assignment**. BA shall not subcontract its obligations, assign its rights, or delegate its duties under this BA Agreement without the express written consent of CE.

5.3 **Amendment**. If any modification to this BA Agreement is required for conformity with federal or state law or if CE reasonably concludes that an amendment to this BA Agreement is required because of a change in federal or state law, or by reason of CE's status as a business associate of another covered entity, CE shall notify BA of such proposed modification(s) ("Required Modifications"). Such Required Modifications shall be deemed accepted by BA and this BA Agreement so amended, if BA does not, within thirty (30) calendar days following the date of the notice, deliver to CE its written rejection of such Required Modifications. If BA submits a written rejection of the Required Modification, CE may terminate its business relationship with BA upon thirty (30) calendar days written notice, or such longer period as may be required by law. Other modifications to this BA Agreement may be made on mutual agreement of the parties.

5.4 **Business Relationship**. Except as specifically required to implement the purposes of this BA Agreement, and except to the extent inconsistent with this BA Agreement, all terms of the business relationship between the parties shall remain in full force and effect. In the event of a conflict between the terms of the business relationship between the parties and this BA Agreement, this BA Agreement shall control.

5.5 **Ambiguity**. Any ambiguity in this BA Agreement relating to the Use and Disclosure of PHI shall be resolved in favor of a meaning that furthers the obligations to protect the privacy and security of the PHI, whether electronic or other medium, in accordance with the Privacy Rule.

5.6 **Primacy**. To the extent that any provisions of this BA Agreement conflict with the provisions of any other agreement or understanding between the parties, this BA Agreement shall control with respect to the subject matter of this BA Agreement.

5.7 **Third Party Beneficiaries**. Except as expressly provided for in this BA Agreement or the Privacy Rule, there are no third party beneficiaries to this BA Agreement.

5.8 **Independent Contractors**. No provision of this BA Agreement is intended to create, nor shall be deemed or construed to create, any employment, agency or joint venture relationship between CE and BA other than that of independent entities contracting with each other hereunder solely for the purpose of effectuating the provisions of this BA

Agreement. None of the parties nor any of their respective representatives shall be construed to be the agent, employer, or representative of the other. The parties have reviewed the factors to determine whether an agency relationship exists under the federal common law of agency and it is not the intention of either CE or BA that BA constitute an "agent" under such common law.

5.9 **Counterparts; Facsimiles**. This BA Agreement and any exhibits hereto may be executed in one or more counterparts; each counterpart shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.10 **Notices**. All notices required or permitted to be given under this BA Agreement shall be in writing and shall be sufficient in all respects if delivered personally, by nationally recognized overnight delivery service, or by registered or certified mail, postage prepaid, addressed as follows:

If to CE:

Name: Kathy Blackwood
Title: Executive Vice Chancellor
Address: 3401 CSM Drive
San Mateo, CA 94402

If to BA:

Name: John Ferrelli, FACE
Title: President and CEO
Address: 1900 Sullivan Avenue
Daly City, CA 94015

Notice shall be deemed to have been given upon transmittal thereof as to those personally delivered, upon the first day after mailing as to those sent by nationally recognized overnight delivery service, and upon the third day after mailing as to those sent by United States Mail. The above addresses may be changed by giving notice in the manner provided for above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this BA Agreement as of the Effective Date.

CE [redacted]

By: San Mateo County Community College District
Name: Kathy Blackwood
Title: Executive Vice Chancellor

BA [redacted]

By: Seton Medical Center

Name: John Ferrelli, FACHE
Title: President and CEO

EXHIBIT A

Name and Date of Services Agreement

Affiliation Agreement between Seton Medical Center and San Mateo County Community College District, College of San Mateo, Seton Coastside and Sub-Acute Unit dated August 1, 2016

This Exhibit contains a list of all Services Agreements between CE and BA and shall be unilaterally amended by CE from time to time to include any Services Agreements executed subsequent to the Effective Date, including, but not limited to, any amended or renewed Services Agreements. A copy of this BA Agreement with this Exhibit will be delivered to BA upon execution of any such Services Agreement.

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PATIENT TRANSFER AGREEMENT

between

SAN MATEO COUNTY MEDICAL CENTER

AND

SETON MEDICAL CENTER

JANUARY 1, 2014

PATIENT TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT ("Agreement") is made as of January 1, 2014, by and between San Mateo County Medical Center, and Seton Medical Center, California nonprofit religious corporation ("Hospital"), each individually referred to herein as "facility," or "Transferring Facility" if transferring a patient, or "Receiving Facility" if receiving a patient, pursuant to the terms and provisions of this Agreement, and collectively as "facilities."

WITNESSETH

WHEREAS, the parties hereto desire to enter into this Agreement governing the transfer of patients between the two facilities; and,

WHEREAS, the parties hereto desire to enter into this Agreement in order to specify the rights and duties of each of the parties and to specify the procedure for ensuring the timely transfer of patients between the facilities;

NOW, THEREFORE, to facilitate the continuity of care and the timely transfer of patients and records between the facilities, the parties hereto agree as follows:

1. **TRANSFER OF PATIENTS.** In the event any patient of either facility is deemed by that facility ("Transferring Facility") as requiring the services of the other facility ("Receiving Facility") and the transfer is deemed medically appropriate, a member of the nursing staff of the Transferring Facility or the patient's attending physician will contact the admitting office or Emergency Department of the Receiving Facility to arrange for appropriate treatment as contemplated herein. All transfers between the facilities shall be made in accordance with applicable federal and state laws and regulations, including but not limited to the Emergency Medical Treatment and Active Labor Act ("EMTALA"), the standards of The Joint Commission and any other applicable accrediting bodies, and reasonable policies and procedures of the facilities. Any transfer shall be subject to applicable federal and state law, the terms of this Agreement, and except in the case of a transfer of a patient with an emergency medical condition, the patient's satisfaction of the Receiving Facility's Conditions of Admission.

2. **RESPONSIBILITIES OF THE TRANSFERRING FACILITY.** The Transferring Facility shall be responsible for performing or ensuring performance of the following:

a. Provide, prior to transfer and within its capabilities (including ancillary and any on-call physician specialists services), stabilizing medical treatment as may be necessary to assure, within reasonable medical probability, that no material deterioration of the patient's condition is likely to result from or occur during the transfer of the individual from the Transferring Facility. If the Transferring Facility cannot stabilize a patient in an emergency medical condition prior to transfer, the Transferring Facility may only transfer the patient to the Receiving Facility if the patient requests the transfer in writing or the transferring physician signs a certification that the medical benefits expected from the provision of treatment at the Receiving Facility is expected to outweigh any increased risks to the patient from effecting the transfer;

b. Arrange for appropriate and safe transportation and care of the patient during transfer, in accordance with applicable federal and state laws and regulations;

c. Designate a person who has authority to represent the Transferring Facility and coordinate the transfer of the patient from the transferring facility;

d. Notify the Receiving Facility's designated representative prior to transfer to receive confirmation as to availability of appropriate facilities, services, and staff necessary to provide care to the patient;

e. Prior to patient transfer, the transferring physician shall contact and secure a receiving physician at the Receiving Facility who shall attend to the medical needs of the patient and who will accept responsibility for the patient's medical treatment and hospital care;

f. Notify the patient, patient's parent(s), legal guardian or other relatives, prior to the transfer or attempt, over a 24 hour period, to notify persons legally responsible for the patient unless such delay might seriously endanger the health of the patient. Obtain any necessary consents to effect the transfer, and use best efforts to arrange for the parent(s), legal guardian or other relative to be present at the time of transport and, if feasible, to accompany the patient;

g. Provide, within its capabilities, appropriate personnel, equipment, and services to assist the transferring physician with the coordination and transfer of the patient;

h. Provide, within its capabilities, personnel, equipment, and life support measures determined appropriate for the transfer of the patient by the transferring physician;

i. Subject to federal and state laws regarding confidentiality of medical information, forward to the Receiving Facility a copy of those portions of the patient's medical record that are available and relevant to the transfer and continued care of the patient, including identification of the patient; demographics; ambulation status; records related to the patient's condition, including patient's physical and psycho-social status; observations of signs or symptoms; preliminary diagnosis; prognosis; treatment provided; nursing care plan and dietary information; the reason for transfer; summary of care provided and progress toward treatment goals; relevant transfer and referral forms; relevant transport forms; results of any tests; with respect to a patient with an emergency medical condition that has not been stabilized, a copy of the patient's informed consent to the transfer or physician certification that the medical benefits of the transfer outweigh the risks of transfer; and, except in the case of a transfer of a patient with an emergency medical condition, a copy of the Receiving Facility's Conditions for Admission signed by the patient, the patient's parent(s) or legal guardian. If all necessary and relevant medical records are not available at the time the patient is transferred, then the records will be forwarded by the Transferring Facility as soon as possible. The Transferring Facility shall also provide the Receiving Facility with the name and address of any on-call physician who refused or failed to appear within a reasonable time to provide necessary stabilizing treatment to a patient who came to the Transferring Facility with an emergency medical condition and who was subsequently transferred to the Receiving Facility;

j. Transfer the patient's personal effects, including, but not limited to, money and valuables, and information related to those items;

k. Provide the Receiving Facility any information that is available concerning the patient's coverage or eligibility under a third party coverage plan, Medicare or Medicaid, or a health care assistance program established by a county, public hospital, or hospital district.

l. Notify the Receiving Facility of the estimated time of arrival of the patient;

m. Provide for the completion of a certification statement, summarizing the risk and benefits of the transfer of a patient with an emergency condition that has not been stabilized, by the transferring physician or other qualified personnel if the physician is not physically present at the facility at the time of transfer;

n. Acknowledge any contractual obligations and comply with any statutory or regulatory obligations that might exist between a patient and a designated provider;

o. Recognize the right of a patient to request to transfer into the care of a physician and hospital of the patient's choosing;

p. Recognize the right of a patient to refuse consent to treatment or transfer;

q. Complete, execute, and forward a memorandum of transfer form to the Receiving Facility for every patient who is transferred;

r. Establish and comply with a policy and/or protocols (i) for maintaining the confidentiality of the patient's medical records in accordance with applicable state and federal law and (ii) for the inventory and safekeeping of any patient valuables sent with the patient to the Receiving Facility; and

s. Recognize and comply with the requirements of any state law and regulations or local ordinances that apply to the care and transfer of patients.

3. **RESPONSIBILITIES OF THE RECEIVING FACILITY.** The Receiving Facility shall be responsible for performing or ensuring performance of the following:

a. Provide, as promptly as possible, confirmation to the Transferring Facility regarding the availability of bed(s), appropriate facilities, services, and staff necessary to treat the patient and confirmation that the Receiving Facility has agreed to accept transfer of the patient. The Receiving Facility shall respond to the Transferring Facility within thirty (30) minutes after receipt of the request to transfer a patient with an emergency medical condition or in active labor;

b. Provide, within its capabilities, appropriate personnel, equipment, and services to assist the receiving physician with the receipt and treatment of the patient transferred, maintain a call roster of physicians at the Receiving Facility and provide, on request, the names of on-call physicians to the Transferring Facility;

c. Reserve beds, facilities, and services as appropriate for patients being transferred from the Transferring Facility who have been accepted by the Receiving Facility and a receiving physician, if deemed necessary by a transferring physician unless such are needed by the Receiving Facility for an emergency;

d. Designate a person who has authority to represent and coordinate the transfer and receipt of patients into the facility;

e. When appropriate and within its capabilities, assist with the transportation of the patient as determined appropriate by the transferring or receiving physician;

f. Subject to federal and state laws regarding confidentiality of medical information, provide the Transferring Facility with a copy of the medical records of the prognosis, and any complications, if the patient is returned to the Transferring Facility by the Receiving Facility;

g. Maintain the confidentiality of the patient's medical records in accordance with applicable state and federal law;

h. Establish a policy and/or protocols (i) for maintaining the confidentiality of the patient's medical records in accordance with applicable state and federal law, (ii) for the receipt of the patient into the Facility, and (iii) for the acknowledgment and inventory of any patient valuables transported with the patient;

i. Provide for the return transfer of patients to the Transferring Facility as required under Section 5 of this Agreement or when requested by the patient or the Transferring Facility and ordered by the patient's attending/transferring physician, if the Transferring Facility has a statutory or regulatory obligation to provide health care assistance to the patient, and if transferred back to the Transferring Facility, provide the items and services specified in Section 2 of this Agreement;

j. Provide the Transferring Facility any information available about the patient's coverage or eligibility under a third party coverage plan, Medicare or Medicaid, or a healthcare assistance program established by a county, public hospital, or hospital district;

k. Upon request, provide current information concerning its eligibility standards and payment practices to the Transferring Facility and patient;

l. Acknowledge any contractual obligations and comply with any statutory or regulatory obligations that might exist between a patient and a designated provider;

m. Complete, execute, and return the memorandum of transfer form to the Transferring Facility; and,

n. Recognize and comply with the requirements of any state law and regulations of local ordinances that apply to the care and transfer of patients.

4. **BILLING.** All claims or charges incurred with respect to any services performed by either facility for patients received from the other facility pursuant to this Agreement shall be billed and collected by the facility providing such services directly from the patient, third party payer, Medicare or Medicaid, or other sources appropriately billed by that facility, unless applicable law and regulations require that one facility bill the other facility for such services. In addition, it is understood that professional fees will be billed by those physicians or other professional providers who actually participate in the care and treatment of the patient and who are entitled to bill for their professional services at usual and customary charges. Each facility agrees to provide information in its possession to the other facility and such physicians or professional providers sufficient to enable them to bill the patient, responsible party, or appropriate third party payer.

5. **TRANSFER BACK; DISCHARGE; POLICIES.** At such time as the patient is ready for transfer back to the Transferring Facility or another health care facility or discharge from the Receiving Facility, in accordance with the direction from the Transferring Facility and with the proper notification of the patient's family or guardian, the patient will be transferred to the agreed upon location. If the patient is to be transferred back to the Transferring Facility, the Receiving Facility will be responsible for the care of the patient up until the time the patient is re-admitted to the Transferring Facility.

6. **INDEMNIFICATION.** The facilities hereby indemnify, defend and hold one another, their officers, agents and employees harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of their performance under this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional act or omission of the indemnifying party.

7. **INSURANCE.** In addition, each party shall maintain, throughout the term of this Agreement, professional medical and hospital liability, general liability, comprehensive or commercial, business automobile liability, workers' compensation, and such other insurance coverage in such amounts as may be acceptable to the other party, and shall provide evidence of such coverage upon request.

All such insurance required pursuant to this Section shall be issued by an insurance company licensed to write insurance in the State of California and rated A- or better by A.M. Best Rating Agency. Both parties shall name the other as an additional insured under its insurance policies required under this section. Upon request, either party shall provide the other party with certificates of insurance evidencing the insurance coverage required of it pursuant to this Section. Both parties agree to (a) give not less than sixty (60) days' written notice of its intent to cancel such insurance and (b) notify the other party in writing within five (5) days of any cancellation, reduction, or material change in the amount or scope of any coverage under its insurance policies.

If any such insurance is claims-made form coverage and there is a termination, expiration, cancellation, non-renewal, or reduction or other change in the amount or scope of coverage of such insurance, such party shall purchase extended reporting coverage (i.e., "tail"

coverage) at the levels specified in this Section and expiring not less than five (5) years following the expiration or earlier termination of this Agreement.

8. **TERM.** The term of this Agreement shall commence as of the Effective Date, and shall continue in full force and effect for two (2) years, unless sooner terminated as provided herein. This Agreement may thereafter be renewed with the written consent of both parties.

9. **TERMINATION** Notwithstanding any other provisions of this Agreement, this Agreement may be terminated upon any of the following:

a. Without Cause. Either party may terminate this Agreement, without cause or penalty, by giving no less than thirty (30) days' written notice to the other party.

b. For Breach. Either party may terminate this Agreement by giving five (5) days' written notice to the other party if the party to whom such notice is given is in breach of any material provision of this Agreement. The party giving such notice of termination shall set forth in the notice the facts underlying its claim that the other party is in breach of this Agreement. Notwithstanding the foregoing, this Agreement shall not terminate in the event that the breaching party cures the breach, to the satisfaction of the non-breaching party, within five (5) days of the receipt of such notice.

c. Immediately. This Agreement may be terminated immediately upon the occurrence of any f the following events:

(1) Either facility closes or discontinues operation to such an extent that patient care cannot be carried out adequately, or

(2) Either facility loses its license, or Medicare or Medi-Cal certification.

10. **CHANGES IN LAW.** Notwithstanding any other provision of this Agreement, if the governmental agencies (or their representatives) which administer Medicare, any other payer, or any other federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation, or if any court of competent jurisdiction renders any decision or issues any other, at any time while this Agreement is in effect, which prohibits, restricts, limits or in any way significantly affects either party's rights or obligations hereunder, either party may give the other notice of intent to amend this Agreement to the satisfaction of both parties, to compensate for such prohibition, restriction, limitation or change. If this Agreement is not so amended in writing within three (3) days after said notice was received, this Agreement shall terminate as of midnight on the third (3rd) day after said notice was received.

11. **COMPLIANCE WITH LAWS**

a. Generally. In carrying out the obligations under this Agreement, both parties shall comply with all applicable laws, rules and regulations of all governmental authorities and accrediting agencies having jurisdiction over the parties and/or this Agreement, including Medicare and Medi-Cal laws, rules and regulations and all hospital and professional licensure and reimbursement laws, regulations, rules and policies.

b. Nondiscrimination. In carrying out the obligations under this Agreement, neither party shall differentiate or discriminate in the provision of medical services to Hospital's patients due to race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, physical handicap, medical condition, medical history, genetics, evidence of insurability, or claims history, in violation of any applicable state, federal or local law or regulation, or the rules and regulations of facilities with respect to such matters.

c. Privacy and Confidentiality. In carrying out the obligations under this Agreement, facilities shall comply with all federal and state laws governing the confidentiality and privacy of Hospital's patient health information, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and implementing regulations.

12. **DISPUTE RESOLUTION**

a. Special Meeting. Except as set forth in Section 13(f) below, in the event of any dispute or disagreement between the parties with respect to this Agreement, either party may request in writing a special meeting for the resolution of the dispute (a "Special Meeting"). The Special Meeting shall be held at a mutually agreeable location within ten (10) days of a written request for the meeting, which request shall specify the nature of the dispute to be resolved. The Special Meeting shall be attended by representatives of both parties (who may or may not be accompanied by legal counsel, in their respective discretion), who shall attempt in good faith to resolve the dispute and shall have reasonable authority to do so.

b. Mediation. If a dispute has not been resolved within thirty (30) days after the date of the Special Meeting or within forty-five (45) days of the written request for the Special Meeting, either party may initiate mediation of the dispute by sending a written request for mediation to the other party. The parties shall meet to jointly select an independent and neutral person qualified to act as a mediator. The mediation proceeding shall commence not more than thirty (30) days after the written request for mediation. The mediation shall be attended by representatives of both parties (who may or may not be accompanied by legal counsel, in their respective discretion), who shall attempt in good faith to resolve the dispute and shall have reasonable authority to do so.

c. Arbitration. If the parties are unable to reach a mutually acceptable resolution to the dispute within thirty (30) days following an initial mediation conference or within sixty (60) days following the written request for mediation, the matter shall be submitted to arbitration. Either party may commence arbitration by giving a written notice to the other party demanding arbitration. There shall be one (1) impartial arbitrator, who shall be experienced in mediation and arbitration and knowledgeable regarding the health care/health related services industry. The parties shall meet to jointly select a single arbitrator to serve in the matter of dispute resolution. If the parties cannot reach agreement as to a mutually acceptable arbitrator within ten (10) days after the demand to arbitrate is made, they shall request that an arbitrator be chosen by JAMS/Endispute, Inc.

d. Hearing. The arbitration process shall consist of an adversary hearing and each party shall have the right to call and cross-examine witnesses under oath and to introduce oral and documentary evidence. The decision of the arbitrator shall be final and binding. The

arbitration hearing shall take place at a location mutually agreed upon by the parties, and shall be governed by the rules of Section 1280 *et. seq.* of the California Code of Civil Procedure.

The arbitration shall be held within sixty (60) days after the appointment of the arbitrator, and in no event shall the taking of evidence before the arbitrator commence more than six (6) months following the date of the written demand for arbitration. In the event that the taking of evidence before the arbitrator does not commence within this time period, the party demanding arbitration shall be able to pursue all legal remedies, including without limitation bringing an action regarding the dispute in a court of law.

e. Good Faith Finding. The arbitrator, in addition to resolving the dispute, shall make a finding whether the parties to the arbitration acted in good faith. If the parties are found by the arbitrator to have acted in good faith, both parties shall equally share in the expenses and fees of the arbitration. However, if one party is found not to have acted in good faith, that party alone will bear the expenses and fees of the arbitration, including attorneys' fees for both parties.

f. Injunctive Relief. Notwithstanding the provisions of this Section 13 and except as provided in Section 13(e) above, each of the parties hereto shall have the right to apply for and obtain a temporary restraining order or other temporary, interim or permanent injunctive or equitable relief from a court of competent jurisdiction in order to enforce the provisions of any part of this Agreement as may be necessary to protect its rights under those Sections.

g. Costs. In the event a court action is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of its costs of suit, reasonable attorneys' fees, as determined by the court.

13. **GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with the laws of California, without regard to conflicts of law rules to the contrary.

14. **PARTIAL INVALIDITY.** If any provision of this Agreement is prohibited by law or court decree of any jurisdiction, said prohibition shall not invalidate or affect the remaining provisions of this Agreement.

15. **NOTICES.** All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to:

Seton Medical Center
1900 Sullivan Avenue
Daly City, CA 94015
Attn: Chief Executive Officer

If to:

San Mateo County Medical Center
222 W. 39th Avenue
San Mateo, CA 94403
Attn: Chief Executive Officer

or to such other persons or places as either party may from time to time designate by written notice to the other.

16. **WAIVER.** No delay or omission by either party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future. Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

17. **FORCE MAJEURE.** Neither party shall be liable or be deemed in default of this Agreement for any delay or failure to perform caused by Acts of God, war, acts of terrorism, disasters, strikes, or any similar cause beyond the control of either party.

18. **CATASTROPHE.** In the event that the facilities of either party shall be partially damaged or destroyed by fire, earthquake or other catastrophe, and such damage is sufficient to render the facilities untenantable but not entirely or substantially destroyed, this Agreement may be suspended by the affected party until such time as it determines that the premises or the facilities shall again be tenantable. In the event the affected party determines that its facilities have been entirely or substantially destroyed by fire, earthquake, or other catastrophe, this Agreement may be terminated by either party upon ten (10) days' written notice to the other; or, in the alternative, this Agreement shall be suspended until such time as the affected party shall erect or otherwise acquire new facilities with accommodations substantially similar to those provided herein, in the event that the affected party gives written notice to non-affected party that it shall erect or otherwise acquire facilities. Nothing in this Agreement shall obligate the affected party to erect or otherwise acquire such facilities.

19. **SEVERABILITY.** The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

20. **ASSIGNMENT AND DELEGATION.** Neither party shall assign or delegate any of its rights or obligations under this Agreement, and any such assignment or delegation is expressly prohibited and shall be void. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto.

21. **AMENDMENT.** This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties.

22. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be altered or amended only by a written instrument executed by each of the parties hereto. This Agreement supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter hereof.

23. **CAPTIONS.** Any captions or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are

not a part of this Agreement and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

24. CUMULATION OF REMEDIES. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

25. NO THIRD PARTY RIGHTS. The parties do not intend the benefits of this Agreement to inure to any third person not a signatory hereto. Notwithstanding anything contained herein, or any conduct or course of conduct by any party hereto, before or after signing this Agreement, this Agreement shall not be construed as creating any right, claim or cause of action against either party by any person or entity not a party to this Agreement.

26. CONSTRUCTION OF AGREEMENT. The parties agree that each party and its counsel have fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto or exhibit herein or therein.

27. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SETON MEDICAL CENTER

By: [redacted]
Joanne Allen

Its: President and Chief Executive Officer

SAN MATEO COUNTY MEDICAL CENTER

By: [redacted]
Susan Ehrlich, MD, MPP

Its: Chief Executive Officer

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samTrans

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Amendment No. 4

To

RAIL SHUTTLE BUS SERVICE ADMINISTRATION AGREEMENT BETWEEN SAN MATEO COUNTY TRANSIT DISTRICT AND SETON MEDICAL CENTER FOR SETON SHUTTLE

THIS AMENDMENT modifies the Rail Shuttle Bus Service Administration Agreement ("Agreement"), which was effective August 21, 2014, by and between the San Mateo County Transit District ("District" or "SamTrans") and Seton Medical Center ("Lead Organization").

The District and the Lead Organization entered into the Agreement, whereby the Lead Organization participates in the District Shuttle Bus Services program; and

The Agreement was modified previously to extend the Agreement and adjust the contribution and payment terms; and

The last modification was memorialized pursuant to Amendment Number 3, which was effective July 1, 2017; and

The Agreement is set to expire on June 30, 2018; and

The Parties desire to amend the Agreement and extend the Agreement for another twelve-month period and set forth the contribution and payment terms applicable during said extension; in accordance with the terms and conditions of this Fourth Amendment.

NOW THEREFORE, IT IS AGREED to amend the Agreement as follows:

1. Section 2 of the Agreement, Lead Organization, is amended by adding the following language as the fourth paragraph:

> During the twelve (12) month extension of the Agreement, commencing July 1, 2018 and ending June 30, 2019, the Lead Organization shall provide a minimum Twenty-Five percent (25%), financial share excluding contributions from the District described under Section 5 of the Agreement, Maximum Contribution; Payment, as amended.

2. Section 4 of the Agreement, Term, is amended by adding the following language as the fourth paragraph:

> Effective July 1, 2018, the term of the Agreement shall be extended for twelve (12) months commencing July 1, 2018 and ending June 30, 2019.

3. Section 5 of the Agreement, Maximum Contribution; Payment is amended by adding the following language as the fourth paragraph:

> During the twelve (12) month extension of the Agreement, commencing July 1, 2018 and ending June 30, 2019, the District's maximum contribution (which includes contributions from all other funding agencies involved, if any) for Shuttle Service shall not exceed Seventy-Five Thousand Dollars ($75,000) or Seventy-Five percent (75%) of the actual total operating costs for the Shuttle Service as determined by the District, **whichever amount is less**.

4. Effective July 1, 2018, the following Exhibits have been deleted and replaced by revised Exhibit(s):

> EXHIBIT G GRANTING ENTITIES

Except for those changes expressly specified in this Fourth Amendment, all other provisions, requirements, conditions, and sections of the underlying Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Fourth Amendment, as previously amended, on the date first written above with the intent to be legally bound.

SAN MATEO COUNTY TRANSIT DISTRICT

By: [redacted]

Name: Margo Ross

Title: Director Bus

SETON MEDICAL CENTER*

By: [redacted]

Name: Mark Fratzke

Title: CEO

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

[redacted]

SamTrans Attorney

*If Lead Organization is a corporation, this Agreement must be executed by two corporate officers, consisting of: (1) the President, Vice-President, or Chair of the Board, and (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant Chief Financial Officer, or by any person authorized by the corporation to bind the corporation to a contract of this nature.

EXHIBIT G

GRANTING ENTITIES

As of July 1, 2018

Following are all granting entities requiring acknowledgement on all marketing Collateral and exterior vehicle signage:

1. San Mateo County Transit District;
2. City\County Association of Governments of San Mateo County;
3. San Mateo County Transportation Authority;

Citing the funding entities in text or official logo form will be deemed acceptable once prior layout approval has been obtained from the District Liaison.

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1V

SAN MATEO ACCESS AND CARE FOR EVERYONE ("ACE") PROGRAM

Medical Services Agreement
Between
San Mateo Community Health Authority
And
Hospital

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SAN MATEO ACE PROGRAM
HOSPITAL AGREEMENT

This Agreement is made this **1st day of January, 2013**, by and between the San Mateo Community Health Authority, dba Health Plan of San Mateo, a public entity, hereinafter referred to as "PLAN", and **Seton Medical Center**, a hospital corporation, hereinafter referred to as "HOSPITAL."

RECITALS

WHEREAS, PLAN is a public entity that has entered into or will enter into and maintain a contract with the San Mateo County Health System to provide third party administration services for the San Mateo ACE Program starting January 1, 2009, pursuant to which individuals who subscribe and are enrolled under the San Mateo ACE Program (hereinafter referred to as "Participants" will receive health services hereinafter defined as "Covered Services," that will be administered by the PLAN;

WHEREAS, PLAN is authorized to negotiate and to enter into hospital agreements with institutional health care providers for the purpose of arranging for the provision of "Covered Services" to ACE Program Participants; and

WHEREAS, HOSPITAL, a general acute care facility licensed in accordance with the requirements of the California Health Facilities Licensure Act (Health and Safety Code, Sections 1250 et seq.), and the regulations promulgated pursuant thereto, is currently certified under Title XVIII of the Federal Social Security Act, and is equipped, staffed, and prepared to provide Benefits to Participants; and

WHEREAS, the parties hereto desire to enter into this Agreement to provide a statement of their respective rights and responsibilities in connection with the provision of Benefits to ACE Program Participants by HOSPITAL during the term hereof;

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained the parties agree as follows:

ARTICLE I
DEFINITIONS

General Meaning of Words and Terms - The words and terms used in this Agreement, and any and all attachments, are intended to have their usual meanings unless specifically defined in this Article I or elsewhere in this Agreement.

A. "ACE Program" The term "ACE Program" or "San Mateo ACE Program" or "Access and Care for Everyone Program" shall mean the consolidated health care coverage program for indigent residents of San Mateo County that includes both the Coverage Initiative benefit and the formerly named Wellness-Education-Linkage-Low Cost (WELL) Program. The ACE Program is not an insurance product licensed under the Knox-Keene Act.

B. "Acute Medical/Surgical Day" shall mean a day approved in an acute care inpatient facility which provides a medical-surgical, intensive, or other inpatient care not specifically designated as ICU Heart Day, Obstetrical Common Day, Nursery Common Day, Acute Psychiatric Day, ICU Burn Day, Neonatal Critical Care Day, Pediatric Critical Care Day, Obstetrical Critical Care Day, or Administrative Day.

C. "Acute Psychiatric Day" shall mean a day of that care provided on an inpatient facility basis to persons whose primary diagnosis is mental disorder, and whose care is approved by PLAN as such. Acute Psychiatric Days are Excluded Services under the San Mateo ACE Program.

D. "Administrative Day" shall mean any day of care in an acute care facility for which acute inpatient care is not required, and whose care has been approved by PLAN as such. Administrative Days are Excluded Services under the San Mateo ACE Program.

E. "Attending Physician" shall mean (a) any Physician who is acting in the provision of Emergency Services or in an acute care setting to meet the medical needs of the Participant or (b) any Physician who is, through delegation from the Participant's Primary Care Physician, actively engaged in the treatment or evaluation of a Participant's condition.

F. "Authority" shall mean the San Mateo Community Health Authority, also known as Health Plan of San Mateo.

G. "Benefits" or "Covered Services" shall mean those health services and supplies which Participant is entitled to receive under the ACE Program and which are set forth in Exhibit 1 of this Agreement, the San Mateo ACE Program Participant Handbook, and in PLAN's Provider Manual.

H. "Claim" shall mean a claim for compensation filed by HOSPITAL in accordance with PLAN's policies and procedures as defined in the HPSM Provider Manual and Bulletins.

I. "Contracting Hospital" shall mean any hospital which has entered into a medical services agreement with PLAN.

J. "Contracting Physician" shall mean a person who holds a degree of Doctor of Medicine or Osteopathy, who is licensed to practice medicine in State of California, and who has contracted with PLAN either directly or through a group contract to provide medical services to ACE Program participants.

K. "Contracting Primary Care Provider Clinic" or "PCP Clinic" shall mean a Participating Provider duly licensed in California and certified by the Medi-Cal Program and who has executed an Agreement with the PLAN to provide the services of a PCP Clinic.

L. "Copayment" shall mean the fee prescribed by San Mateo ACE Program and paid by Participants for Covered Services as applicable.

M. "Emergency Services" shall mean those HOSPITAL services required to relieve a medical condition which is manifested by acute symptoms of sufficient severity, including severe pain, such that a prudent lay person who possesses an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in:

i) placing the health of an individual (or, in the case of a pregnant woman, the health of the woman or her unborn child) in serious jeopardy
ii) serious impairment of bodily functions, or
iii) serious dysfunction of any bodily organ or part.

Emergency services and care include psychiatric screening, examination, evaluation, and treatment by a physician or other personnel to the extent permitted by applicable law and within the scope of their licensure and privileges. Emergency Services are Excluded Services under the San Mateo ACE Program, except if provided to an ACE/MCE participant at the San Mateo Medical Center or to a MCE Participant by HOSPITAL.

N. "Excluded Services" shall mean those health care services which are excluded as non-covered services in Exhibit 1, the San Mateo ACE Program Participant Handbook, and/or that are noted throughout this Agreement to be an Excluded Service, for which the Participant is financially responsible. These services may also be called "Non-Covered Services".

O. "Health Plan of San Mateo" (HPSM) shall mean the health plan governed by the San Mateo Community Health Authority.

P. "ICU Burn Day" shall mean a day of that care provided on an inpatient basis to persons whose primary diagnosis is extensive burn, and whose care has been approved by PLAN as such.

Q. "ICU Heart Day" shall mean a day approved in an acute care inpatient facility for patients undergoing open-heart surgery or other procedures such as percutaneous transluminal coronary angioplasty so approved by PLAN.

R. "Identification Card" shall mean that card issued by PLAN and which bears the name and symbol of PLAN and contains: Participant name and identification number, Participant's Primary Care Provider Clinic and other identifying data. The card is not proof of participant eligibility.

S. "Inpatient Services" includes, but is not limited to, the following services when ordered by a Participant's physician or other qualified health practitioner and rendered in accordance with Section 51327 of Title 22 of the California Administrative Code to a participant, subject, however, to such exclusions, limitations, exceptions, and conditions as are otherwise set forth in any provision of this Agreement or an Exhibit thereto:

(1) Bed and Board required for the delivery of medically necessary services;

(2) Medical, nursing, surgical, pharmaceuticals, dietary services, medical social services, biologicals, supplies, appliances and equipment provided on an inpatient basis, with the exception of those services and items which Hospital is not equipped or staffed to provide, or which are identified as Excluded Services in Exhibit 1, the San Mateo ACE Program Participant Handbook, or which are identified as an Excluded Service throughout this Agreement;

(3) Diagnostic and therapeutic services required by the Participant, which shall exclude physicians' services, except as noted as Excluded Services in Exhibit 1 or throughout this Agreement. HOSPITAL shall not be responsible for assuring that Participant will be able to obtain physician services.

(4) Administrative Services required in providing inpatient services hereunder.

T. "Long-Term Care Services" shall mean any sub- acute level inpatient services, including but not limited to the following: Skilled Nursing Facilities Services, Intermediate Care Facilities Services, Extended Care Services, and Sub-Acute Level Services excluding PLAN approved administrative days. Long-Term Care Services are Excluded Services under the San Mateo ACE Program.

U. "May" is used to indicate a permissive or discretionary term or function.

V. "MCE" shall mean those participants of the ACE Program that meet the criteria of the San Mateo County Medicaid Coverage Expansion Program, which is defined as individuals who are documented citizens at or below 133 percent of the Federal Poverty Level (FPL).

W. "Medical Director" shall mean the Medical Director of PLAN.

X. "Medi-Cal Rates" shall mean the schedule of Medi-Cal maximum allowances and rates of payment for physician and non-physician hospital services in effect for California's Medi-Cal program at the

time the services were rendered.

Y. "Medical Interpreter" shall mean a person fluent in English and in the necessary second language, providing language services at medical points of contact with language proficiency related to clinical settings.

Z. "Neonatal Critical Care Day" shall mean a day of care provided on an inpatient basis to a child whose neonatal care requires the provision of specialized services whose need for such care has been determined by the Medical Director. Neonatal Critical Care Days are not Covered Services under the San Mateo ACE Program.

AA. "Non-Medical Interpreter" shall mean a person fluent in English and the necessary second language, providing language services at non-medical points of contact with language proficiency related to the specific setting or circumstance.

BB. "Nursery Common Day" shall mean a day of that care provided on an inpatient basis to newborns when the mother is also an inpatient in the HOSPITAL. Nursery Common Days are not Covered Services under the San Mateo ACE Program.

CC. "Obstetrical Common Day" shall mean a day approved in an acute care inpatient facility for patients delivering a baby when the newborn child (children) is an inpatient at the HOSPITAL. Obstetrical Common Days are not Covered Services under the San Mateo ACE Program.

DD. "Obstetrical Critical Care Day" shall mean a day of care provided on an inpatient basis to women whose obstetrical care requires a specialized level of service. Obstetrical Critical Care Days are not Covered Services under the San Mateo ACE Program.

EE. "Outpatient Services" shall mean all HOSPITAL Covered Services other than Inpatient Services and Emergency Services provided to a Participant.

FF. "Participant" shall mean an individual who is enrolled in good standing with the ACE Program.

GG. "Participant Handbook" shall mean the document issued by the Authority to Participants that describes Covered Services and Non-Covered Services under the San Mateo ACE Program.

HH. "Pediatric Critical Care Day" shall mean a day of care provided on an inpatient basis to a child whose pediatric care requires the provision of specialized services not currently available at all contract hospitals and whose need for such care has been determined by the Medical Director. Pediatric Critical Care Days are not Covered Services under the San Mateo ACE Program.

II. "Physician" shall mean an individual licensed to practice medicine or osteopathy in accordance

with applicable California law.

JJ. "Contracting Provider" shall mean a health professional or institution licensed and certified to provide Covered Services to ACE Participants and who has executed an agreement with PLAN.

KK. "Referral/Authorization" shall mean the process by which Participating Physicians or Providers direct a Participant to seek or obtain Covered Services from a health professional, hospital or any other Provider of Covered Services in accordance with HPSM's referral and authorization procedures. Referral is required for all services provided by HOPSITAL.

LL. "Referral Physician" shall mean a Participating Physician who is professionally qualified to practice his/her designated specialty and to whom the PCP Clinic may refer any Participant for consultation or treatment.

MM. "Referral Services" shall mean any services which are not Primary Care Services and which are provided by physicians on referral from the PCP Clinic or by the PCP Clinic.

NN. "San Mateo County" shall also be referred to as "County".

OO. "Shall" is used to introduce an obligation of either the PLAN or the HOSPITAL, and is mandatory.

PP. "Threshold Language" shall mean primary languages spoken by Limited English Proficient Member (LEP) population groups meeting a numeric threshold of 3,000 eligible Participants residing in a county. Additionally, languages spoken by a population of eligible LEP Participants residing in a county, who meet the concentration standard of 1,000 in a single ZIP code or 1,500 in two contiguous ZIP codes, are also considered threshold languages for a county. Threshold languages in each county are designated by the California Department of Health Care Services.

QQ. "Utilization Management (UM)" shall mean those review processes and procedures which are designed to determine whether services are Covered Services or medically necessary and which all Participating Providers must follow.

ARTICLE II
HOSPITAL PERFORMANCE PROVISIONS

A. Services Provided by HOSPITAL. HOSPITAL shall provide Benefits to Participants and all other services designated by PLAN, subject to the availability of appropriate HOSPITAL facilities and HOSPITAL services.

B. Services Neither Covered Nor Compensated. HOSPITAL shall not be obligated to provide

Participants with, and the PLAN shall not be obligated to compensate HOSPITAL for Benefits excluded from the ACE Program's scope of benefits, as identified in the San Mateo ACE Program Participant Handbook document, PLAN's Provider Manual, or this Agreement. Excluded Services include, but are not limited to:

(1) Acute Psychiatric Days
(2) Administrative Days
(3) Emergency Services, except if provided at the San Mateo Medical Center or to a MCE Participant by HOSPITAL
(4) Long-Term Care Services
(5) Neonatal Critical Care Days
(6) Nursery Common Days
(7) Obstetrical Common Days
(8) Obstetrical Critical Care Days
(9) Pediatric Critical Care Days

C. Availability of Services.

(1) HOSPITAL shall not differentiate or discriminate in the treatment of PLAN's Participants, nor shall HOSPITAL discriminate on the basis of race, religion, sex, marital status, sexual orientation or age, except as limited by the scope of services HOSPITAL is qualified to provide. HOSPITAL shall render services to Participants in the same manner, in accordance with the same time availability as offered HOSPITAL's other patients, except as limited by ACE Program restrictions.

(2) Throughout the term of this Agreement and subject to the conditions within the Agreement, HOSPITAL shall use its best efforts to maintain its current facilities, equipment and patient service personnel (as well as allied health personnel), as HOSPITAL, in its reasonable discretion, may employ, to meet HOSPITAL's obligation to provide Benefits hereunder.

(3) The parties acknowledge that HOSPITAL is an institution operated in accordance with the Ethical and Religious Directives applicable to Catholic Health Care Services. Notwithstanding any provision of this Agreement to the contrary, HOSPITAL shall not be required, nor shall any provision hereof be construed to require HOSPITAL, to provide services or participate in activities that are inconsistent with the medical ethics or precepts of the Catholic Church.

(4) HOSPITAL shall retain the right, within its sole discretion, to alter, enlarge, reconstruct, modify, or shut down all or any part of its facilities, provided, however, that written notice of

any action described herein, which would materially affect the services available to Participants hereunder, shall be given to PLAN at least sixty (60) days prior to implementation of such change, and PLAN shall have the right to terminate this Agreement upon providing HOSPITAL with thirty (30) days prior written notice given at any time within the foregoing sixty (60) day notice period.

D. Standards of Care. HOSPITAL shall, in rendering services to Participants, provide hospital care in accordance with recognized HOSPITAL and professional standards and applicable State licensing laws and regulations.

E. Emergency Services. Both parties recognize that the provision of Emergency Services, both in HOSPITAL's Emergency Department and for inpatients who require immediate treatment for conditions, requires the professional care of a physician who is immediately available on or near HOSPITAL premises. HOSPITAL has arranged for the provision of such services to all patients of HOSPITAL requiring such services, and shall arrange for such services to be provided on the same basis as they are provided to all other patients of HOSPITAL. HOSPITAL agrees, however, that PLAN shall not be responsible for the payment for treatment and services rendered by HOSPITAL's Emergency Department or its physician(s) hereunder. Emergency Services are not Covered Services under the San Mateo ACE Program unless they are provided at the San Mateo Medical Center or to a MCE Participant by the HOSPITAL. Instead, HOSPITAL shall be responsible for providing Emergency Services to Participants under its SB 12 charity care requirements. HOSPITAL may seek to repatriate Participants who receive Emergency Services to San Mateo Medical Center once the Participant's condition is stable.

F. PLAN Not to Interfere with HOSPITAL. PLAN and HOSPITAL agree that PLAN is responsible for paying for medical care, and that HOSPITAL shall not be entitled to reimbursement for any services provided to a Participant unless HOSPITAL has obtained the necessary authorization from PLAN in accordance with PLAN's procedures. The Participant's Attending Physician shall determine the need for acute care in accordance with national professionally recognized standards of medical practice, and Participant's Attending Physician shall decide the course of treatment which is medically necessary. Nothing in this agreement is intended to create (nor shall it be construed to create) any right in PLAN or Contracting Physicians (except in their capacity as members of HOSPITAL's medical staff) to intervene with the method(s) by which HOSPITAL or Attending Physicians render services hereunder. PLAN shall have no authority to override the medical judgment of a Participant's Attending Physician.

G. Licensure and Certification.

(1) HOSPITAL hereby represents and warrants that it is currently, and for the duration of this Agreement shall remain, licensed as a general acute care hospital in accordance with Sections 1250 et seq. of the Health and Safety Code and the licensing regulations contained in Titles 22 and 17 of the California Administrative Code.

(2) HOSPITAL hereby represents and warrants that it is currently, and for the duration of this Agreement shall remain, certified under Title XVIII of the Federal Social Security Act.

H. Utilization Controls. Plan shall not be obligated to pay HOSPITAL for any services provided to a Participant unless HOSPITAL adheres to all Utilization Management requirements and obtains prior authorization for services in accordance with ACE Program rules. Specifically, all services provided by HOSPITAL must have a referral from an ACE Program PCP Clinic that is approved by PLAN for services to be payable by PLAN. In addition, certain procedures, as documented in HPSM's Provider Manual and Provider Bulletins, require prior authorization.

I. Notification of Emergency Services. HOSPITAL shall provide Emergency Services to each Participant who presents at HOSPITAL's Emergency Room and who, within the judgment of the Attending Physician, requires such Emergency Services.

ARTICLE III
PLAN PERFORMANCE PROVISIONS

A. Payment Obligation. PLAN shall pay HOSPITAL those amounts set forth and in the manner and at the times as specified in Exhibit 2, Reimbursement Addendum to this Agreement for Benefits provided to Participant's hereunder (Exhibits 2 is attached hereto and hereby incorporated by reference), except as noted in Article IV Section C below.

B. List of Participating Physicians. PLAN shall provide HOSPITAL with a continually updated list of all Participating Physicians no less frequently than once every calendar year.

ARTICLE IV
REIMBURSEMENT FOR SERVICES

A. HOSPITAL Services. PLAN shall pay to HOSPITAL, and HOSPITAL shall accept from PLAN in full and final satisfaction of PLAN's reimbursement obligation for Covered Services provided to Participants by HOSPITAL hereunder, those amounts set forth and in the manner and at the times as specified in Exhibit 2 to this Agreement

B. Frequency of Adjudication. PLAN shall adjudicate claims for the ACE Program no less frequently than once every calendar month.

C. Insufficient Funds. HOSPITAL acknowledges that PLAN remits payment to HOSPITAL under PLAN's role as a contracted third party administrator to San Mateo County. As such, PLAN's ability to remit payment to HOSPITAL is contingent on the availability of funding from San Mateo County to cover payments to HOSPITAL and other Participating Providers. Should PLAN lack sufficient funding from San Mateo County to cover payments to providers for the San Mateo ACE Program for any given adjudication cycle, PLAN retains the right to withhold payment until such time as sufficient funding is made available to PLAN. In addition, should sufficient funding not be made available within a timely manner, HOSPITAL agrees that San Mateo County maintains ultimate payment responsibility for Covered Services provided under the San Mateo ACE Program and that HOSPITAL shall seek such payment from San Mateo County rather than PLAN.

D. Participant Billing. HOSPITAL shall not submit claims to or demand or otherwise collect reimbursement from Participants, or from other persons on behalf of Participants, for any service included in the ACE Program scope of benefits in addition to a claim submitted to the PLAN for that service.

E. No State Reimbursement. HOSPITAL agrees to hold harmless Participants and the State of California, its officers, agents, and employees in the event the PLAN cannot or will not pay for services rendered or materials provided pursuant to the terms of this Agreement.

ARTICLE V
CONTRACTING PHYSICIANS

A. Relationship of HOSPITAL and Contracting Physicians. It is expressly understood and agreed that no Contracting Physician or other Physician shall be entitled to admit, or treat, or prescribe for Participants in HOSPITAL if Physician is not a member in good standing of HOSPITAL's Medical

Staff with appropriate clinical privileges to admit and treat Participant in HOSPITAL. Medical Staff membership and clinical privileges may be granted to Contracting Physicians by HOSPITAL's Governing Board, acting in conjunction with its Medical Staff, in accordance with the standards, procedures, and other provisions of HOSPITAL's Medical Staff Bylaws and the Rules and Regulations relating thereto which have been adopted by HOSPITAL's Medical Staff with the approval of said Board.

B. HOSPITAL Privileges of Contracting Physicians. Nothing contained in this Agreement shall be construed to grant any greater rights to Contracting Physicians with respect to the granting and retention of Medical Staff membership and privileges than are available to any other Physician HOSPITAL and any delegate performing the covenants of the HOSPITAL shall not deny medical staff membership or clinical privileges for reasons other than a Physician's individual qualifications as determined by professional and ethical criteria, uniformly applied to all medical staff applicants and members. Determination of medical staff membership or clinical privileges shall be made in accordance with Hospital's established rules and policies.

HOSPITAL shall henceforth notify PLAN when it revokes or modifies privileges of any Physician who is also contracted with PLAN. Written notification shall be submitted to the PLAN at the time of occurrence or at least on a quarterly basis.

ARTICLE VI
PAYMENT PROCEDURES

A. Billing Procedures. Completed Claims submitted by HOSPITAL to the PLAN shall be paid by the PLAN in accordance with PLAN's policies as evidenced in the HPSM Provider Manual and Bulletins, notwithstanding Article IV Section C above.

B. Day of Services. A day of service shall be billed and paid for each Participant who occupies an inpatient bed to receive acute inpatient care at 12:01 a.m. in the facilities of either HOSPITAL or an appropriately licensed HOSPITAL subcontractor. However, a day of service may be billed if the Participant is admitted and discharged during the same day provided that such admission and discharge are not within twenty-four (24) hours of a prior discharge. Payment for said day shall be the lesser of billed charges or the amounts set forth in Exhibit 2 to this Agreement. There shall be no separate billing hereunder for those Outpatient and Emergency Services provided to a Participant during the same calendar day as the admission of the Participant to HOSPITAL when the foregoing services are directly related to the condition(s) for which the Participant is admitted to

HOSPITAL.

C. Participant Notification. HOSPITAL shall comply with existing State and Federal law and regulations promulgated thereto pertaining to the issuance of explanations of benefits for Participants.

D. Discharge Planning. HOSPITAL shall continue to be responsible for discharge planning and HOSPITAL shall prepare a written discharge summary within thirty (30) days of Participant's discharge and shall make said summary available to PLAN upon receiving a prior written request from PLAN. Said discharge summary shall contain that information ordinarily prepared by HOSPITAL and provided to patients and third-party payors at the time a bill for service is submitted.

ARTICLE VII
INSURANCE

A. PLAN Insurance. PLAN, at its sole cost and expense, shall procure and maintain a professional liability policy in the amount of $1,000,000.00 to insure PLAN and its agents, and employees, acting within the scope of their duties, against any claims for personal injury or death occasioned directly or indirectly by PLAN or by its agents, or employees in connection with the performance of PLAN's responsibilities under this Agreement.

B. HOSPITAL Insurance. HOSPITAL and its subcontractors providing patient care services at their sole cost and expense, shall procure and maintain policies or self-insurance programs of comprehensive general liability, professional liability in excess of $1,000,000.00, and other insurance as shall be necessary to insure HOSPITAL and its agents, employees, and subcontractors acting within the scope of their duties, against any claims for personal injury or death occasioned directly or indirectly by HOSPITAL or by its agents, or employees in connection with the performance of HOSPITAL's responsibilities under this Agreement.

C. HOSPITAL Indemnification. HOSPITAL agrees to indemnify, defend and hold harmless PLAN, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with HOSPITAL's operations or its services hereunder. This provision is not intended to nor shall it be construed to require HOSPITAL to indemnify PLAN for any PLAN liability independent of that of

HOSPITAL, nor to cause HOSPITAL to be subject to any liability to any third party (either directly, or as an indemnitor of PLAN or its agents, officers, and employees) in any case where HOSPITAL liability would not otherwise exist. Rather, the purpose of this provision is to assure that PLAN and its agents, officers, and employees, will be provided with indemnification for and a defense to any vicarious or other indirect liability or claim against PLAN or such agents, officers, or employees resulting from the actions or other omissions of HOSPITAL in connection with HOSPITAL's operations or its services under this Agreement.

D. PLAN Indemnification. PLAN agrees to indemnify, defend and hold harmless HOSPITAL, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with PLAN's operations or its services hereunder. This provision is not intended to nor shall it be construed to require PLAN to indemnify HOSPITAL for any HOSPITAL liability independent of that of PLAN, nor to cause PLAN to be subject to any liability to any third party (either directly, or as an indemnitor of HOSPITAL or its agents, officers, and employees) in any case where PLAN liability would not otherwise exist. Rather, the purpose of this provision is to assure that HOSPITAL and its agents, officers, and employees, will be provided with indemnification for and a defense to any vicarious or other indirect liability or claim against HOSPITAL or such agents, officers, or employees resulting from the actions or other omission of PLAN in connection with PLAN's operations or its services (including utilization review services) under this Agreement.

ARTICLE VIII
RECORDS, AUDITS, AND REPORTS

A. Inspection Rights

(1) HOSPITAL shall make all of its books and records, pertaining to the goods and services furnished under the terms of this Agreement, available for inspection, examination or copying:

(a) By the PLAN, all applicable county, state and federal agencies, and self regulatory agencies.

(b) At all reasonable times at the HOSPITAL or at such other mutually-agreeable location in California.

(c) In a form maintained in accordance with the general standards applicable to such book or recordkeeping.

(d) For a term of at least five (5) years from the close of the state's fiscal year in which this Agreement was in effect.

(2) These audits or reviews may evaluate the following pertinent to Participants:

(a) Level and quality of care, and the necessity and appropriateness of the services provided.

(b) Internal procedures for assuring efficiency, economy, and quality of care.

(c) Grievances relating to medical care and their disposition.

(d) Financial records when determined necessary by the PLAN to assure accountability for public funds.

(3) The parties agree that the purpose of the audits and reviews authorized by this Paragraph VIII A is solely to assess the HOSPITAL and HOSPITAL's subcontract's compliance with the terms and conditions of this Agreement.

(4) HOSPITAL does not waive the provisions of Evidence Code 1157 with regard to Medical Staff records.

B. Records to be Kept; Audits or Review; Availability; Period of Retention.

(1) HOSPITAL shall maintain books, records, documents, and other evidence, using accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement in accordance with generally accepted accounting principles.

(2) HOSPITAL shall maintain the above information in accordance with Medicare principles of reimbursement, and shall be consistent with the requirements of the California Health Facilities Commission. In cases where any of the above requirements are in conflict, HOSPITAL's compliance with any one of such requirements is sufficient.

(3) HOSPITAL shall maintain medical records required by Sections 70747-70751 of Title 22 of the California Code of Regulations, and other records related to a Participant's eligibility for services, the service rendered, the Participant to whom the service was rendered, the date of the service, the medical necessity of the service and the quality of the service provided. Records shall be maintained in accordance with Section 51476 of Title 22 of the California Code of Regulations, and the provisions of the Knox-Keene Health Care Service Plan Act of 1975, as amended, and the regulations promulgated thereunder. Such Obligations shall not be terminated upon termination of this Agreement.

C. HOSPITAL's Subcontracts. HOSPITAL shall maintain and make available to PLAN, San Mateo County, and all applicable state and federal agencies, and self regulatory agencies, upon written request, copies of all subcontracts for the performance of any of HOSPITAL's obligations under this Agreement. HOSPITAL shall further assure that all subcontracts entered into from the effective date of this Agreement shall require that the subcontractor:

(1) Make all applicable books and records available at all reasonable times for inspection, examination, or copying by the PLAN, San Mateo County, all applicable state and federal agencies, and self regulatory agencies.

(2) Retain such books and records for a term of five (5) years from the close of the state's fiscal year in which the subcontract became effective.

D. Confidentiality of Participant Information. Notwithstanding any other provision of this Agreement, names of Participants hereunder are confidential and are to be protected from unauthorized disclosure in accordance with state and federal laws. For the purpose of this Agreement, all information, records, date, and data elements collected and maintained for the operation of the Agreement and pertaining to Participants shall be protected by the HOSPITAL from unauthorized disclosure.

E. Third-Party Liability. HOSPITAL shall report to PLAN, when HOSPITAL discovers that Benefits rendered either directly by HOSPITAL or through the instrumentality of a HOSPITAL subcontractor

are covered, in whole or in part, by workers' compensation, tort liability, or casualty insurance.

ARTICLE IX
PATIENT RIGHTS

A. Patient Rights. The HOSPITAL or any subcontractor performing the obligations of the HOSPITAL pursuant to the terms of this Agreement shall adopt and post in a conspicuous place a written policy on patient's rights in accordance with Section 70707 of Title 22 of the California Code of Regulations.

ARTICLE X
TERM, TERMINATION, AND EFFECT OF TERMINATION

A. Term. The term of this Agreement shall commence on January 1, 2013 and shall terminate on December 31, 2013. This Agreement will automatically renew for successive twelve (12) month periods on the same terms and conditions (including subsequent amendments) unless terminated pursuant to the terms of this Agreement.

B. Termination Without Cause. HOSPITAL or PLAN may terminate this Agreement without cause upon providing the other party with ninety (90) days prior written notice.

C. Termination for Material Breach. Either party shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the other party if the party to whom such notice is given is in material default under this Agreement. The party claiming the right to terminate hereunder shall set forth in the notice of intended termination required hereby the effective date of such termination and the facts underlying its claim that the other party is in breach of this Agreement. If HOSPITAL or PLAN remedies such alleged breach within twenty (20) days of the receipt of such notice, the Agreement shall remain in effect for the remaining term and such termination notice shall no longer be in effect. Notwithstanding the other provisions of this paragraph, the PLAN may immediately suspend this Agreement pending completion of applicable termination procedures, if PLAN makes a reasonable determination, supported by written findings, that the health and welfare of Participants is jeopardized by continuation of the Agreement.

D. Termination Based upon Unforeseen Events. In the event there are (1) changes effected in the PLAN's contract with San Mateo County, or (2) changes effected in San Mateo County ACE

Program, or (3) substantial changes in public or private health and/or hospital care insurance programs or policies which will have a material detrimental financial effect on the operations of HOSPITAL or PLAN, HOSPITAL or PLAN may terminate this Agreement upon providing the other party with thirty (30) days prior written notice. In any case where such notice is provided, both parties shall negotiate in good faith during such thirty (30) day period in an effort to develop a revised Agreement, which, to the extent reasonably practicable, under the circumstance, will adequately protect the interests of both parties in light of the governmental program or private insurance policy changes which constituted the basis for the exercise of this termination provision.

E. Termination for Insufficient Provider Participation. If, for any reason, PLAN is unable to enter into or maintain service contracts with sufficient numbers of Physicians on the Medical Staff of Participating Hospitals to assure adequate Participant access to needed Covered Services, the PLAN may terminate this Agreement upon thirty (30) days written notice to HOSPITAL.

F. Termination by U.S. Department of Health and Human Services or San Mateo County. If the qualification of HOSPITAL under the Federal Social Security Act is terminated or ceases for any reason or if the PLAN's ACE Program contract with the County of San Mateo is terminated or ceases for any reason, PLAN shall give HOSPITAL immediate written notice of the foregoing termination(s) and this Agreement shall terminate in accordance with the terms under D of this Article.

G. Effect of Termination. As of the date of termination pursuant to any provision of this Agreement, this Agreement shall be of no further force or effect whatsoever, and each of the parties hereto shall be relieved and discharged herefrom, except that PLAN shall remain liable for all Benefits rendered to Participants up to the date of termination and for any Benefits rendered hereunder after such date until such time as appropriate transfer (or other medically acceptable disposition) of Participants receiving inpatient services as of the date of termination is achieved.

H. Termination for Interruption. PLAN may terminate Agreement upon ten (10) days written notice pursuant to Article XI A.

I. Amendments to Avoid Termination. If the provisions of Article X D of this Agreement are invoked, the party who invokes them shall make all reasonable efforts, if so requested by the other party, to negotiate amendments to this Agreement which will bring the terms of the Agreement in compliance with such statute, regulation, or judicial decision.

ARTICLE XI
INTERRUPTIONS

A. Cause Beyond Control of HOSPITAL. In the event the operations of HOSPITAL's facilities, or any substantial portion thereof, are interrupted by war, fire, insurrection, riots, the elements, earthquakes, acts of God, or without limiting the foregoing, any other cause beyond the control of HOSPITAL, the HOSPITAL shall be relieved of its obligations with respect to the provisions of this Agreement (or such portions hereof which HOSPITAL is thereby rendered incapable of performing) for the duration of such interruptions. Nothing contained herein shall be construed to limit or reduce PLAN's obligation to pay HOSPITAL for Benefits rendered to Participants prior to or subsequent to an event described herein. Should a substantial part of the services which HOSPITAL has agreed to provide hereunder be interrupted for a period in excess of thirty (30) days, PLAN shall have the right to terminate this Agreement upon providing ten (10) days prior written notice to HOSPITAL.

ARTICLE XII
GENERAL PROVISIONS

A. Applicability of State and Federal Laws and Regulations. This Agreement shall be governed and construed in accordance with the laws of the State of California and of the United States and ordinances and policies of San Mateo County. Any provision of this Agreement which is in conflict with, or does not conform to applicable State or Federal statutes or regulations promulgated pursuant thereto, or to applicable San Mateo County ordinances and policies, shall be amended to conform to the requirements of such statutes or regulations.

B. Severability. In the event any provision of this Agreement is rendered invalid or unenforceable by Act of Congress, by statute of the State of California, by any regulation duly promulgated by the United States or the State of California in accordance with law or is declared null and void by any court of competent jurisdiction, the remainder of the provisions hereof shall remain in full force and effect.

C. Limitation of Severability. In the event the removal of a provision rendered invalid or unenforceable or declared null and void has the effect of materially altering the obligations of either party in such manner as to cause serious financial hardship to such party, the party so affected shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the other party.

ARTICLE XIII
GRIEVANCES AND APPEALS

A. Resolution of Member and Provider-Initiated Grievances or Appeals. The Hospital agrees that all disputes or disagreements between the Hospital and the PLAN or the Member shall be resolved in accordance with the HPSM Provider Manual and PLAN policies. PLAN retains

responsibility for grievance and appeals resolution and does not delegate it to Hospital. Hospital agrees to cooperate with PLAN in resolving Member grievances and/or appeals related to the Hospital. PLAN will bring to the Hospital's attention all Member complaints involving Hospital. Hospital will, in accordance with PLAN approved procedures, investigate such complaints and use their best efforts to resolve them in a fair and equitable manner that is acceptable to PLAN. Hospital agrees to notify PLAN promptly of any action taken or proposed with respect to the resolution of such complaints and the avoidance of similar complaints in the future. Hospital shall promptly make available to PLAN, any and all records, notes, and documents or other information regarding Hospital's dispute resolution mechanism and the resolution of any and all disputes with Members.

ARTICLE XIV
MISCELLANEOUS

A. Time of the Essence. Time shall be of the essence of each and every term, obligation, and condition of this Agreement.

B. Entire Agreement. This Agreement (together with all Exhibits hereto) contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. It is the express intention of HOSPITAL and PLAN that any and all prior or contemporaneous agreements, promises, negotiations or representations, either oral or written, relating to the subject matter and period governed by this Agreement which are not expressly set forth herein shall be of no further force, effect or legal consequence after the effective date hereunder.

C. Amendments. This Agreement and any Exhibits hereto may be amended only by an instrument in writing, duly executed by both parties hereto.

D. Waivers. No obligation under this Agreement or an Exhibit hereto may be waived by any party hereto except by an instrument in writing, duly executed by the party waiving such obligations. All manners shall specify the provisions being waived, and no waiver of any provision of this contract extends or implies the extension of the waiver to any other provisions of this Agreement unless so specified in writing.

E. Independent Contractors. PLAN and HOSPITAL hereby acknowledge that they are independent contractors and neither is an officer, agent or employee of the other for any purpose.

F. Counterparts. This agreement may be executed in counterparts, each of which shall be considered to be an original; however, all such counterparts shall constitute but one and the same Agreement.

G. Headings. The headings or titles of articles and sections contained in this Agreement are intended solely for the purpose of facilitating reference, are not a part of the Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

H. Inurement. This Agreement shall be binding upon all assignees, heirs and successors-in-interest of either party.

I. Assignment. Neither PLAN nor HOSPITAL shall assign this Agreement without the written consent of the other party.

ARTICLE XV
NOTICES

A. Any notice required to be given pursuant to the terms and provisions hereof, unless otherwise indicated herein, shall be in writing and shall be sent by certified, registered or express mail, courier services (Airborne, Federal Express, UPS, etc.), or other means which can provide written proof of delivery, and shall be deemed given two (2) days after the date of mailing unless written proof indicates differently, and is to be addressed as follows:

PLAN at:
Health Plan of San Mateo

701 Gateway Blvd., Suite 400
South San Francisco, CA 94080
Attn: Maya Altman

and

Seton Medical Center/DCHS:
Gaynor B. Rabin
Vice President
Managed Care Contracting and Payor Relations
Daughters of Charity Health System
595 E. Colorado Blvd., Suite 205
Pasadena, CA 91101

SAN MATEO COMMUNITY HEALTH AUTHORITY

By: [redacted]
Date: 8/29/13
Title: CEO

HOSPITAL: Seton Medical Center

By: [redacted]
Date: 8/27/13
Title: VP, Managed Care Contracting & Payor Relations

LIST OF EXHIBITS

1. SAN MATEO ACE PROGRAM PARTICIPANT HANDBOOK

2. REIMBURSEMENT ADDENDUM

3. PROCESS FOR EMERGENCY OR POST-STABILIZATION SERVICES PROVIDED TO A MCE PARTICIPANT

EXHIBIT 1

SAN MATEO ACE PROGRAM PARTICIPANT HANDBOOK

EXHIBIT 2

REIMBURSEMENT ADDENDUM

A. **HOSPITAL Inpatient Service Reimbursement**

(1) PLAN shall pay HOSPITAL the following all-inclusive rates per day for admissions as follows:

(a)	Acute Medical/Surgical Day	$1802.50
(b)	ICU Heart Day	$2214.50
(c)	ICU Burn Day	$2214.50

(2) The all-inclusive per diem rates, as described above, are to be the only payments made by PLAN to HOSPITAL for inpatient services provided to Participants except where otherwise provided hereunder. HOSPITAL shall not seek payment from an ACE Program Participant for any deductibles, copayments, or coinsurance for Covered Services.

(3) Plan shall pay HOSPITAL the appropriate Medicare DRG rate for the following cardiovascular DRGs:

216 CARDIAC VALVE & OTH MAJ CARDIOTHORACIC PROC W CARD CATH W MCC
217 CARDIAC VALVE & OTH MAJ CARDIOTHORACIC PROC W CARD CATH W CC
219 CARDIAC VALVE & OTH MAJ CARDIOTHORACIC PROC W/O CARD CATH W MCC
220 CARDIAC VALVE & OTH MAJ CARDIOTHORACIC PROC W/O CARD CATH W CC
221 CARDIAC VALVE & OTH MAJ CARDIOTHORACIC PROC W/O CARD CATH W/O CC/MCC
222 CARDIAC DEFIB IMPLANT W CARDIAC CATH W AMI/HF/SHOCK W MCC
223 CARDIAC DEFIB IMPLANT W CARDIAC CATH W AMI/HF/SHOCK W/O MCC
224 CARDIAC DEFIB IMPLANT W CARDIAC CATH W/O AMI/HF/SHOCK W MCC
226 CARDIAC DEFIBRILLATOR IMPLANT W/O CARDIAC CATH W MCC
227 CARDIAC DEFIBRILLATOR IMPLANT W/O CARDIAC CATH W/O MCC
228 OTHER CARDIOTHORACIC PROCEDURES W MCC
229 OTHER CARDIOTHORACIC PROCEDURES W CC
230 OTHER CARDIOTHORACIC PROCEDURES W/O CC/MCC
231 CORONARY BYPASS W PTCA W MCC
232 CORONARY BYPASS W PTCA W/O MCC
233 CORONARY BYPASS W CARDIAC CATH W MCC
234 CORONARY BYPASS W CARDIAC CATH W/O MCC
235 CORONARY BYPASS W/O CARDIAC CATH W MCC
236 CORONARY BYPASS W/O CARDIAC CATH W/O MCC
237 MAJOR CARDIOVASC PROCEDURES W MCC
238 MAJOR CARDIOVASC PROCEDURES W/O MCC
242 PERMANENT CARDIAC PACEMAKER IMPLANT W MCC

243 PERMANENT CARDIAC PACEMAKER IMPLANT W CC
244 PERMANENT CARDIAC PACEMAKER IMPLANT W/O CC/MCC
246 PERC CARDIOVASC PROC W DRUG-ELUTING STENT W MCC OR 4+ VESSELS/STENTS
247 PERC CARDIOVASC PROC W DRUG-ELUTING STENT W/O MCC
248 PERC CARDIOVASC PROC W NON-DRUG-ELUTING STENT W MCC OR 4+ VES/STENTS
249 PERC CARDIOVASC PROC W NON-DRUG-ELUTING STENT W/O MCC
250 PERC CARDIOVASC PROC W/O CORONARY ARTERY STENT W MCC
251 PERC CARDIOVASC PROC W/O CORONARY ARTERY STENT W/O MCC
252 OTHER VASCULAR PROCEDURES W MCC
253 OTHER VASCULAR PROCEDURES W CC
262 CARDIAC PACEMAKER REVISION EXCEPT DEVICE REPLACEMENT W/O CC/MCC
264 OTHER CIRCULATORY SYSTEM O.R. PROCEDURES
280 ACUTE MYOCARDIAL INFARCTION, DISCHARGED ALIVE W MCC
281 ACUTE MYOCARDIAL INFARCTION, DISCHARGED ALIVE W CC
282 ACUTE MYOCARDIAL INFARCTION, DISCHARGED ALIVE W/O CC/MCC
284 ACUTE MYOCARDIAL INFARCTION, EXPIRED W CC
286 CIRCULATORY DISORDERS EXCEPT AMI, W CARD CATH W MCC
287 CIRCULATORY DISORDERS EXCEPT AMI, W CARD CATH W/O MCC
291 HEART FAILURE & SHOCK W MCC
292 HEART FAILURE & SHOCK W CC
293 HEART FAILURE & SHOCK W/O CC/MCC
296 CARDIAC ARREST, UNEXPLAINED W MCC
305 HYPERTENSION W/O MCC
307 CARDIAC CONGENITAL & VALVULAR DISORDERS W/O MCC
308 CARDIAC ARRHYTHMIA & CONDUCTION DISORDERS W MCC
309 CARDIAC ARRHYTHMIA & CONDUCTION DISORDERS W CC
310 CARDIAC ARRHYTHMIA & CONDUCTION DISORDERS W/O CC/MCC
312 SYNCOPE & COLLAPSE
313 CHEST PAIN
315 OTHER CIRCULATORY SYSTEM DIAGNOSES W CC

If a DRG is not listed above, payment shall be made in accordance with the per diem payment rates.

B. Hospital Outpatient Services Reimbursement

PLAN shall pay HOSPITAL for those Outpatient Services, excluding physician services, provided to Participants, and for which approved claims have been submitted by HOSPITAL at the prevailing state Medi-Cal Outpatient Service reimbursement rates for services or PLAN's payment rate, whichever is higher. HOSPITAL shall not seek payment from an ACE Program Participant for any deductibles, copayments, or coinsurance for Covered Services

C. Emergency and Required Post-stabilization Services Reimbursement for MCE

For MCE participants only, the PLAN shall pay Hospital for those Emergency and Required Post-stabilization services, provided to Participants, providing that notification of such services was

made to the PLAN within 24 hours of admission or on the first business day following a weekend for the following amount:

-Except for covered inpatient hospital services, the PLAN will pay 30 percent of the applicable regulatory fee-for-service rate under the California State Plan (excluding any supplemental payments) for emergency and post-stabilization services.

HOSPITAL shall not seek payment from a MCE Program Participant for any deductibles, copayments, denied payments, or coinsurance of Covered Services.

EXHIBIT 3

PROCESS FOR EMERGENCY OR POST-STABILIZATION SERVICES PROVIDED TO A MCE PARTICIPANT

1. HOSPITAL will contact PLAN at (650) 616-2070 within 24 hours of ED visit or ED admission of a MCE participant.

2. PLAN has an after hours message informing HOSPITAL that services, provided in the Emergency Department or in an inpatient hospital setting for post-stabilization of care to a MCE participant, require fax notification to PLAN. HOSPITAL is required to fax PLAN, at (650) 829-2021, notification with the hospital admission face sheet and admit order or ED registration record notification, as appropriate, within 24 hours of the ED visit or emergent acute care admission.

3. MCE participants stable for transfer shall be transferred back to San Mateo Medical Center (SMMC) 24/7/365. HOSPITAL shall note date and time of communication with SMMC and repatriation outcome by fax communication to PLAN.

4. PLAN will require an authorization extension and continue stay review on the first business day immediately following HOSPITAL admission. HOSPITAL may call PLAN's Health Services Department at (650) 616-2070 to establish continued stay review and authorization.

5. Failure to notify PLAN within 24 hours and/or adhering to PLAN's protocol for approval of ED service or post-stabilization of care admission will result in denial of payment for services.

Notice of Proposed Submission and Request for Consent by:

SETON MEDICAL CENTER, ST. FRANCIS MEDICAL CENTER, AND ST. VINCENT MEDICAL CENTER

in Connection with its Asset Purchase Agreement

with

STRATEGIC GLOBAL MANAGEMENT, INC.

NELSON HARDIMAN
HEALTHCARE LAWYERS

Prepared for the Office of the Attorney General

California Department of Justice
Charitable Trusts Division

May 7, 2019

Binder 13 of 13

1W

HEALTH PLAN OF SAN MATEO

MEDI-CAL
HOSPITAL AGREEMENT

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HOSPITAL AGREEMENT

This Agreement is made this First day of January, 2007, by and between the San Mateo Health Commission, d.b.a. Health Plan of San Mateo, an independent public agency established by the San Mateo County Board of Supervisors pursuant to WIC section 14087.51, hereinafter referred to as "PLAN", and Seton Medical Center, a non-profit organization, hereinafter referred to as "HOSPITAL."

RECITALS

WHEREAS, the PLAN is a public corporation authorized to negotiate and to enter into hospital agreements with institutional health care providers for the purpose of arranging for the provision of "Medi-Cal Benefits", as that term is defined and more particularly set forth in this Agreement, (hereinafter referred to as "Benefits" or "Covered Services"), to "Medi-Cal Members", as that term is defined and more particularly set forth in this Agreement and in the PLAN's Medi-Cal Services Contract with the State of California; and

WHEREAS, the HOSPITAL, a general acute care facility licensed in accordance with the requirements of the California Health Facilities Licensure Act (Health and Safety Code, Sections 1250 et seq.) and the regulations promulgated pursuant thereto, is currently certified under Title XVIII of the Federal Social Security Act, and is equipped, staffed, and prepared to provide Medi-Cal Benefits to Medi-Cal Members; and

WHEREAS, the parties hereto desire to enter into this Agreement to provide a statement of their respective rights and responsibilities in connection with the provision of Medi-Cal Benefits to San Mateo County Medi-Cal Members by the HOSPITAL during the term hereof;

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained the parties agree as follows:

ARTICLE I
DEFINITIONS

General Meaning of Words and Terms - The words and terms used in this Agreement, and any and all attachments, are intended to have their usual meanings unless a particular or more limited

meaning is associated with their usage in Sections 14000 et seq. of the Welfare and Institutions Code and Sections of the Knox-Keene Health Care Services Plan Act of 1975, as amended (the "Act") Sections 1340 et seq. of the Health and Safety Code, and Title 22 and Title 28 of the California Code of Regulations pertaining to the rendition of health care or unless specifically defined in this Article 1 or otherwise in this Agreement.

A. "**Acute Medical/Surgical Day**" shall mean a day approved in an acute care inpatient facility which provides a medical-surgical, intensive, or other inpatient care not specifically designated as ICU Heart Day, Obstetrical Common Day, Nursery Common Day, ICU Burn Day, Neonatal Critical Care Day, Pediatric Critical Care Day, Obstetrical Critical Care Day, or Administrative Day.

B. "**Administrative Day**" shall mean any day of care in an acute care facility for which acute inpatient care is not required, and whose care has been approved by the PLAN as such.

C. "**Attending Physician**" shall mean (a) any Physician who is acting in the provision of Emergency Services or in an acute care setting to meet the medical needs of the Member or (b) any Physician who is, through delegation from the Member's Primary Care Physician, actively engaged in the treatment or evaluation of a Member's condition.

D. "**Claim**" shall mean a claim for compensation for services to PLAN Members filed by the HOSPITAL in accordance with Medi-Cal policy and procedures as defined in Title 22, State Fiscal Intermediary Provider Manual and bulletins, and as specifically modified by the PLAN issued Provider Manual and bulletins.

E. "**Contracting Hospital**" shall mean a Hospital which has executed an Agreement with the PLAN to provide services to PLAN Members as specified in the Hospital Services Agreement.

F. "**Contracting Physician**" shall mean a person who holds a degree of Doctor of Medicine or Osteopathy, who is licensed to practice medicine in the State of California, and who has contracted with the PLAN to provide medical services to Medi-Cal Beneficiaries.

G. **"Contracting Provider"** shall mean a health professional or institution licensed and certified to provide Covered Services to Medi-Cal Members and who has executed an Agreement with the PLAN.

H. **"Contracting Primary Care Physician" or "PCP"** shall mean a physician or physicians who have executed an Agreement with PLAN to provide the services of a Primary Care Physician as specified in PLAN's Primary Care Physician Contract.

I. **"Emergency Medical Condition"** shall mean those HOSPITAL services required to relieve a medical condition which is manifested by acute symptoms of sufficient severity, including severe pain, such that a prudent lay person who possesses an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in:

a) placing the health of an individual (or, in the case of a pregnant woman, the health of the woman or her unborn child) in serious jeopardy,

b) serious impairment of bodily functions, or

c) serious dysfunction of any bodily organ or part.

Emergency services and care include psychiatric screening, examination, evaluation, and treatment by a physician or other personnel to the extent permitted by applicable law and within the scope of their licensure and privileges.

J. **"Emergency Services"** shall mean those HOSPITAL services provided to a Member for an Emergency Medical Condition.

K. **"Evidence of Coverage"** shall mean the document issued by the PLAN to Members that describes Covered Services and Non-Covered Services in the PLAN.

L. **"Excluded Services"** shall mean those health care services which are excluded as non-covered services in Exhibit 3 and in PLAN's Evidence of Coverage and for which the Member is financially responsible. These services may also be called "Non-Covered Services".

M. **"Health Plan of San Mateo"** (HPSM) shall mean the health plan governed by the San Mateo Health Commission.

N. **"ICU Burn Day"** shall mean a day of that care provided on an inpatient basis to persons whose primary diagnosis is extensive burn, and whose care has been approved by the PLAN as such.

O. **"ICU Heart Day"** shall mean a day approved in an acute care inpatient facility for patients undergoing open-heart surgery or other cardiovascular procedures such as percutaneous transluminal coronary angioplasty so approved by the PLAN.

P. **"Identification Card"** shall mean that card which is issued by the PLAN to each covered Member and that bears the name and symbol of the PLAN and contains: Member's name, Member's identification number, Member's Primary Care Physician and other identifying data. The Identification Card is not proof of Member eligibility.

Q. **"Inpatient Services"** includes, but is not limited to, the following services when ordered by a Member's Physician or other qualified health provider and rendered in accordance with Section 51327 of Title 22 of the California Administrative Code to a Member, subject, however, to such exclusions, limitations, exceptions, and conditions as are otherwise set forth in any provision of this Agreement or an Exhibit thereto:

(1) Bed and Board;

(2) Medical, nursing, surgical, pharmaceuticals, dietary services, medical social services, biologicals, supplies, appliances and equipment provided on an inpatient basis, with the exception of those services and items which the Hospital is not equipped or staffed to provide as specified in Exhibit 1, Excluded Services and Items, to this Agreement (Exhibit 1 is attached hereto and hereby incorporated by reference).

(3) Diagnostic and therapeutic services required by the Member, which shall exclude Physicians' services, except as noted in Exhibit 1. The HOSPITAL shall not be responsible for assuring that the Member will be able to obtain Physician services.

(4) Administrative Services required in providing inpatient services hereunder.

R. **"Interpreter"** shall mean a person fluent in English and in the necessary second language, who can accurately speak, read, and readily interpret the necessary second language, or a person who can accurately sign and read sign language.

S. **"Limited English Proficient Member (LEP)"** shall mean Members who are limited-English-speaking or non-English-speaking including those who speak a language other than a threshold language as defined herein.

T. **"Long-Term Care Services"** shall mean any sub- acute level inpatient services, including but not limited to the following: Skilled Nursing Facilities Services, Intermediate Care Facilities Services, Extended Care Services, and Sub-Acute Level Services excluding the PLAN approved administrative days.

U. **"May"** is used to indicate a permissive or discretionary term or function.

V. **"Medi-Cal Benefits"** shall mean those Inpatient, Outpatient, and Emergency Services for which Medi-Cal Members are eligible pursuant to Welfare and Institutions Code, Sections 14000 et seq. and regulations promulgated thereto, and all other services designated by the PLAN. Also may be referred to as "Covered Service".

W. **"Medical Director"** shall mean the PLAN's Medical Director.

X. **"Medi-Cal Rates"** shall mean the schedule of Medi-Cal maximum allowances and rates of payment for physician and non-physician hospital services in effect for California's Medi-Cal Program at the time the services were rendered.

Y. **"Medical Interpreter"** shall mean a person fluent in English and in the necessary second language, providing language services at medical points of contact with language proficiency related to clinical settings.

Z. **"Member"** shall mean any person certified as eligible for the Medi-Cal Program, pursuant to Welfare and Institutions Code, Sections 14016 and 14018, whose Member I.D. number contains San Mateo County Code Number "41", as the first two numbers and whose Aid Code is included for capitation payment in the PLAN's contract with the State of California and included in Exhibit 3 of this Agreement (Exhibit 3 is attached hereto and hereby incorporated by reference). A Member shall include any individual whose eligibility is not determined until after the rendition of inpatient services to said individual by the HOSPITAL.

AA. "**Neonatal Critical Care Day**" shall mean a day of care provided on an inpatient basis to a child whose neonatal care requires the provision of specialized services not currently available at all Contract Hospitals and whose need for such care has been determined by the PLAN's Medical Director pursuant to criteria in Exhibit 1A (Exhibit 1A is attached hereto and hereby incorporated by reference).

BB. **"Non-Medical Interpreter"** shall mean a person fluent in English and the necessary second language, providing language services at non-medical points of contact with language proficiency related to the specific setting or circumstance.

CC. "**Nursery Common Day**" shall mean a day of that care provided on an inpatient basis to newborns when the mother is also an inpatient in the HOSPITAL.

DD. "**Obstetrical Common Day**" shall mean a day approved in an acute care inpatient facility for Members delivering a baby when the newborn child (children) is an inpatient at the HOSPITAL.

EE. "**Obstetrical Critical Care Day**" shall mean a day of care provided on an inpatient basis to Members whose obstetrical care requires the provision of services pursuant to Exhibit 1B (Exhibit 1B is attached hereto and hereby incorporated by reference).

FF. "**Outpatient Services**" shall mean all HOSPITAL Covered Services other than Inpatient Services and Emergency Services provided to a Medi-Cal Beneficiary.

GG. "**Pediatric Critical Care Day**" shall mean a day of care provided on an inpatient basis to a child whose pediatric care requires the provision of specialized services not currently available at all Contract Hospitals and whose need for such care has been determined by the PLAN's Medical Director pursuant to criteria in Exhibit 1A.

HH. **"Physician"** shall mean an individual licensed to practice medicine or osteopathy in accordance with applicable California law.

II. **"Referral/Authorization"** shall mean the process by which Contracting Physicians or Providers direct a Member to seek or obtain Covered Services from a health professional,

hospital or any other Provider of Covered Services in accordance with the PLAN's referral and authorization procedures.

JJ. **"Referral Physician"** shall mean a Contracting Physician who is professionally qualified to practice his/her designated specialty and to whom the Primary Care Physician may refer any Member for consultation or treatment.

KK. **"Referral Services"** shall mean any services which are not Primary Care Services and which are provided by Physicians on referral from the Primary Care Physician or by the Primary Care Physician.

LL. **"San Mateo County"** shall also be referred to as "County".

MM. **"Shall"** is used to introduce an obligation of either the PLAN or the HOSPITAL, and is mandatory.

NN. **"Special Member"** shall mean a member of the PLAN who has not selected or is not assigned to a Contracting Primary Care Physician and who is designated a Special Member by the PLAN.

OO. **"State"** shall mean the State Department of Health Care Services, Department of Managed Health Care, and the United States Department of Health and Human Services.

PP. **"Suspension"** shall mean the PLAN's action to temporarily and immediately suspend all rights and responsibilities of the HOSPITAL while the termination process takes place as set forth in Article X of this Agreement.

QQ. **"Threshold Language"** shall mean primary languages spoken by Limited English Proficiency (LEP) Member population groups meeting a numeric threshold of 3,000 eligible Members residing in a county. Additionally, languages spoken by a population of eligible LEP Members residing in a county, who meet the concentration standard of 1,000 in a single ZIP code or 1,500 in two contiguous ZIP codes, are also considered threshold languages for a county. Threshold languages in each county are designated by the California Department of Health Care Services.

RR. "**Utilization Management (UM)**" shall mean those review processes and procedures which are designed to determine whether services are Covered Services or medically necessary and which all Contracting Providers must follow.

ARTICLE II
HOSPITAL PERFORMANCE PROVISIONS

A. Services Provided by the HOSPITAL. The HOSPITAL shall provide Medi-Cal Benefits to Members and all other services designated by the PLAN, subject to the availability of appropriate HOSPITAL facilities and HOSPITAL services.

B. Services Neither Covered Nor Compensated. The HOSPITAL shall not be obligated to provide Members with, and the PLAN shall not be obligated to compensate the HOSPITAL for, the following services pursuant to this Agreement (services not covered under the PLAN's contract with the State):

(1) Services rendered under the California Children Services Program which are not reimbursable under the State's Medi-Cal Program.

(2) Dental Services, as defined in Title 22, California Code of Regulations, Section 51059, except, hospital services provided by a dentist or an oral surgeon for medically indicated dental procedures when they are a Covered Service authorized by the PLAN.

(3) Short-Doyle/Medi-Cal Mental Health Services.

(4) Long-Term Care Institutional Services including the use of swing beds.

C. Availability of Services.

(1) The HOSPITAL shall not differentiate or discriminate in the treatment of Medi-Cal Members, nor shall the HOSPITAL discriminate on the basis of race, religion, sex or age, except as limited by the scope of services HOSPITAL is qualified to provide. HOSPITAL shall render services to Beneficiaries in the same manner, in accordance with the same time availability as offered HOSPITAL's other patients, except as limited by existing Medi-Cal restrictions.

(2) Throughout the term of this Agreement and subject to the conditions within the Agreement, the HOSPITAL shall use its best efforts to maintain its current

facilities, equipment and patient service personnel (as well as allied health personnel), as the HOSPITAL, in its reasonable discretion, may employ, to meet the HOSPITAL's obligation to provide Medi-Cal Benefits hereunder.

(3) The HOSPITAL shall not be obligated hereunder to provide Members with those inpatient, outpatient or emergency services that are not maintained by the HOSPITAL due to religious reasons as of the effective date of this Agreement and throughout the term of this Agreement.

(4) The HOSPITAL shall retain the right, within its sole discretion, to alter, enlarge, reconstruct, modify, or shut down all or any part of its facilities, provided, however, that written notice of any action described herein, which would materially affect the services available to Members hereunder, shall be given to the PLAN at least sixty (60) days prior to implementation of such change, and the PLAN shall have the right to terminate this Agreement upon providing the HOSPITAL with thirty (30) days prior written notice given at any time within the foregoing sixty (60) day notice period.

D. Standards of Care. The HOSPITAL shall, in rendering services to Medi-Cal Members, provide hospital care in accordance with recognized HOSPITAL and professional standards and applicable State licensing laws and regulations.

E. Emergency Services. Both parties recognize that the provision of Emergency Services, both in the HOSPITAL's Emergency Department and for inpatients who require immediate treatment for conditions, requires the professional care of a Physician who is immediately available on or near the HOSPITAL premises. The HOSPITAL has arranged for the provision of such services to all patients of the HOSPITAL requiring such services, and shall arrange for such services to be provided on the same basis as they are provided to all other patients of the HOSPITAL.

F. The PLAN Not to Interfere with the HOSPITAL. The PLAN and the HOSPITAL agree that the PLAN is responsible for paying for medical care, and that HOSPITAL is responsible for providing service to PLAN Members. However, except in emergencies, the HOSPITAL shall not be entitled to reimbursement for any services provided to a Member unless the HOSPITAL has obtained the necessary authorization from the PLAN

in accordance with the PLAN's procedures. The Member's Attending Physician shall determine the need for acute care in accordance with national, professionally recognized standards of medical practice, and Member's Attending Physician shall decide the course of treatment which is medically necessary. Nothing in this Agreement is intended to create (nor shall it be construed to create) any right in the PLAN or Contracting Physicians (except in their capacity as members of the HOSPITAL's medical staff) to intervene with the method(s) by which the HOSPITAL or Attending Physicians render services hereunder. The PLAN shall have no authority to override the medical judgment of a Member's Attending Physician.

G. Licensure and Certification.

(1) The HOSPITAL hereby represents and warrants that it is currently, and for the duration of this Agreement shall remain, licensed as a general acute care hospital in accordance with Sections 1250 et seq. of the Health and Safety Code and the licensing regulations contained in Titles 22 and 17 of the California Code of Regulations.

(2) The HOSPITAL hereby represents and warrants that it is currently and for the duration of this Agreement shall remain, certified under Title XVIII of the Federal Social Security Act.

H. Utilization Controls. Except for urgent and emergency services, the PLAN shall not be obligated to pay the HOSPITAL for any services provided to a Member unless the HOSPITAL adheres to all Utilization Management requirements and obtains prior authorization for services in accordance with Medi-Cal policy and procedures as defined in Title 22, State Fiscal Intermediary Provider Manual and Bulletins, and as specifically modified by the PLAN issued Provider Manual and Bulletins.

I. Notification of Emergency Services. The HOSPITAL shall provide Emergency Services to each Medi-Cal Member who presents at the HOSPITAL's Emergency Room and who, within the judgment of the Attending Physician, requires such Emergency Services. The HOSPITAL (its employee or Attending Physician) shall contact a Member's Contracting Primary Care Physician or the PLAN subsequent to providing said Emergency Services to a Member regarding said Member's condition, (in accordance with the PLAN's protocols, procedures and provider manuals and bulletins).

ARTICLE III
PLAN PERFORMANCE PROVISIONS

A. Payment Obligation. The PLAN shall pay the HOSPITAL those amounts set forth and in the manner and at the times as specified in Exhibit 2, Reimbursement Addendum to this Agreement for Medi-Cal Benefits provided to Members hereunder.

B. Eligibility Verification. The PLAN shall reimburse the HOSPITAL for Covered Services properly authorized for any person certified as eligible for the Medi-Cal Program pursuant to Welfare and Institutions Code, Sections 14016 and 14018, and where Member ID number contains San Mateo County Code Number "41" as the first two numbers and the Aid Code is included for the capitation payment in the PLAN's contract with the State of California. Eligible Members shall include individuals whose eligibility is not determined until after the rendition of Covered Services to individual by the HOSPITAL.

C. List of Contracting Physicians. The PLAN shall provide the HOSPITAL with a continually updated list of all Contracting Physicians.

ARTICLE IV
REIMBURSEMENT FOR SERVICES

A. The HOSPITAL Services. The PLAN shall pay to the HOSPITAL, and the HOSPITAL shall accept from the PLAN in full and final satisfaction of the PLAN's reimbursement obligation for Medi-Cal Benefits provided to Members by the HOSPITAL hereunder those amounts set forth and in the manner and at the times as specified in Exhibit 2 to this Agreement.

B. Medi-Cal Member Billing. The HOSPITAL shall not submit claims to demand, or otherwise collect reimbursement from a Medi-Cal Member, or from other persons on behalf of the Member, for any service included in the Medi-Cal Program's Scope of Benefits in addition to a claim submitted to the PLAN for that service, except to:

(1) Collect payments due under a contractual or legal entitlement pursuant to Section 14000 (b) of the Welfare and Institutions Code;

(2) Collect co-payment pursuant to Welfare and Institutions Code Section 14134.

C. Member Hold Harmless. The HOSPITAL agrees to hold harmless the Member in the event the PLAN cannot or will not pay for services rendered or materials provided by the HOSPITAL pursuant to the terms of this Agreement.

ARTICLE V
CONTRACTING PHYSICIANS

A. Relationship of the HOSPITAL and Contracting Physicians. It is expressly understood and agreed that no Contracting Physician or other Physician shall be entitled to admit, or treat, or prescribe for Members in the HOSPITAL if the Physician is not a member in good standing of the HOSPITAL's Medical Staff with appropriate clinical privileges to admit and treat Medi-Cal Members in the HOSPITAL. Medical Staff membership and clinical privileges may be granted to Contracting Physicians by the HOSPITAL's Governing Board, acting in conjunction with its Medical Staff, in accordance with the standards, procedures, and other provisions of the HOSPITAL's Medical Staff Bylaws and the Rules and Regulations relating thereto which have been adopted by the HOSPITAL's Medical Staff with the approval of said Board.

The HOSPITAL shall henceforth notify the PLAN when it revokes or modifies privileges of any Physician who is also contracted with the PLAN, subject to the requirements of Hospital Bylaws and Policy. Written notification shall be submitted to the PLAN at the time of occurrence or at least on a quarterly basis.

ARTICLE VI
PAYMENT PROCEDURES

A. Coordination of Benefits. The HOSPITAL shall use its reasonable efforts to collect monies due and owing, for health care services provided to a Member, from the Federal Medicare Program, Kaiser Permanente, Ross-Loos, the TRICARE/CHAMPUS Program and Health Maintenance Organizations and other private health insurance plans when the HOSPITAL has knowledge that a Patient is a Member of one of the foregoing programs or plans. In the event the HOSPITAL collects monies from one of the foregoing entities

listed in this Article VI A, the HOSPITAL shall notify the PLAN and the PLAN's obligation hereunder shall be reduced by the amount actually collected by the HOSPITAL. No adjustment shall be made for any amounts which the HOSPITAL is unable to collect.

B. Billing Procedures. Completed claims submitted by the HOSPITAL to the PLAN shall be paid by the PLAN in accordance with existing Medi-Cal policies as evidenced in Title 22, State Fiscal Intermediary Provider Manual and Bulletins, and as modified by the PLAN issued Provider Manual and Bulletins.

C. Day of Services. A day of service shall be billed and paid for each Member who occupies an inpatient bed at 12:01 a.m. in the facilities of either the HOSPITAL or an appropriately licensed HOSPITAL subcontractor. However, a day of service may be billed if the Member is admitted and discharged during the same day provided that such admission and discharge are not within twenty-four (24) hours of a prior discharge. Payment for said day shall be the lesser of billed charges or the amounts set forth in Exhibit 2 to this Agreement. Separate patient days of service shall be billed and paid for mother and newborn child (children) when both mother and newborn child (children) are inpatients of the HOSPITAL. Such days shall be billed as Obstetrical Common Day for mother and Nursery Common Day for newborn child (children) unless otherwise approved by the PLAN. There shall be no separate billing hereunder for those Outpatient and Emergency Services provided to a Medi-Cal Member during the same calendar day as the admission of the Member to the HOSPITAL when the foregoing services are directly related to the condition(s) for which the Member is admitted to the HOSPITAL, except as permitted in Exhibit 2.

D. Member Notification. The HOSPITAL shall comply with existing State and Federal law and regulations promulgated thereto pertaining to the issuance of explanations of benefits for Members.

E. Discharge Planning. The HOSPITAL shall continue to be responsible for discharge planning and the HOSPITAL shall prepare a written discharge summary within thirty (30) days of Member's discharge and shall make said summary available to the PLAN upon receiving a prior written request from the PLAN. Said discharge summary shall

contain that information ordinarily prepared by the HOSPITAL and provided to patients and third-party payors at the time a bill for service is submitted.

ARTICLE VII
INSURANCE

A. PLAN Insurance. The PLAN, at its sole cost and expense, shall procure and maintain a professional liability policy in the amount of $1,000,000.00 to insure the PLAN and its agents, and employees, acting within the scope of their duties, against any claims for personal injury or death occasioned directly or indirectly by the PLAN or by its agents, or employees in connection with the performance of the PLAN's responsibilities under this Agreement.

B. HOSPITAL Insurance. The HOSPITAL and its subcontractors providing patient care services at their sole cost and expense, shall procure and maintain policies or self-insurance programs of comprehensive general liability, professional liability in excess of $10,000,000.00, and other insurance as shall be necessary to insure the HOSPITAL and its agents, employees, and subcontractors acting within the scope of their duties, against any claims for personal injury or death occasioned directly or indirectly by the HOSPITAL or by its agents, or employees in connection with the performance of the HOSPITAL's responsibilities under this Agreement.

C. HOSPITAL Indemnification. The HOSPITAL agrees to indemnify, defend and hold harmless the PLAN, its agents excluding physicians, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the HOSPITAL's operations or its services hereunder. This provision is not intended to nor shall it be construed to require the HOSPITAL to indemnify the PLAN for any PLAN liability independent of that of the HOSPITAL, nor to cause the HOSPITAL to be subject to any liability to any third party (either directly, or as an indemnitor of the PLAN or its agents, officers, and employees) in any case where the HOSPITAL liability would not otherwise exist. Rather, the purpose of this provision is to assure that the PLAN and its agents, officers, and employees, will be provided with indemnification for and a defense to any vicarious or other indirect liability or claim against the PLAN or such agents, officers, or

employees resulting from the actions or other omissions of the HOSPITAL in connection with the HOSPITAL's operations or its services under this Agreement.

D. PLAN Indemnification. The PLAN agrees to indemnify, defend and hold harmless the HOSPITAL, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the PLAN's operations or its services hereunder. This provision is not intended to nor shall it be construed to require the PLAN to indemnify the HOSPITAL for any HOSPITAL liability independent of that of the PLAN, nor to cause the PLAN to be subject to any liability to any third party (either directly, or as an indemnitor of the HOSPITAL or its agents, officers, and employees) in any case where the PLAN liability would not otherwise exist. Rather, the purpose of this provision is to assure that the HOSPITAL and its agents, officers, and employees, will be provided with indemnification for and a defense to any vicarious or other indirect liability or claim against the HOSPITAL or such agents, officers, or employees resulting from the actions or other omission of the PLAN in connection with the PLAN's operations or its services (including utilization review services) under this Agreement.

ARTICLE VIII
RECORDS, AUDITS, AND REPORTS

A. Inspection Rights

(1) The HOSPITAL shall make all of its books and records, pertaining to the goods and services furnished under the terms of this Agreement, available for inspection, examination or copying:

(a) By the PLAN, or any entity designated by the PLAN (e.g. for HEDIS data collection), the State Department of Health Care Services, the State Department of Managed Health Care, and the United States Department of Health and Human Services, and all applicable state and federal agencies, and self regulatory agencies.

(b) Upon reasonable notice and at all reasonable times at the HOSPITAL or at such other mutually agreeable location in California.

(c) In a form maintained in accordance with the general standards applicable to such book or record keeping.

(d) For a term of at least five (5) years from the close of the State's fiscal year in which this Agreement was in effect. The requirement to maintain records shall remain in effect even upon the termination of this Agreement.

(2) These audits or reviews may evaluate the following pertinent to Medi-Cal Members:

(a) Level and quality of care, and the necessity and appropriateness of the services provided.

(b) Internal procedures for assuring efficiency, economy, and quality of care.

(c) Grievances relating to medical care and their disposition.

(d) Financial records when determined necessary by the PLAN to assure accountability for public funds.

(3) The parties agree that the purpose of the audits and reviews authorized by this Paragraph VIII A is solely to assess the HOSPITAL and the HOSPITAL's subcontract's compliance with the terms and conditions of this Agreement.

(4) HOSPITAL does not waive the provisions of Evidence Code 1157 with regard to Medical Staff records.

B. Records to be Kept; Audits or Review; Availability; Period of Retention.

(1) The HOSPITAL shall maintain books, records, documents, and other evidence, using accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement in accordance with generally accepted accounting principles.

(2) The HOSPITAL shall maintain the above information in accordance with Medicare principles of reimbursement, and shall be consistent with the requirements of the California Health Facilities Commission. In cases where any of the above requirements are in conflict, the HOSPITAL's compliance with any one of such requirements is sufficient.

(3) The HOSPITAL shall maintain medical records required by Sections 70747-70751 of Title 22 of the California Code of Regulation, and other records related to a Member's eligibility for services, the service rendered, the Member to whom the service was rendered, the date of the service, the medical necessity of the service and the quality of the service provided. Records shall be maintained

in accordance with Section 51476 of Title 22 of the California Administrative Code. The foregoing constitutes "records" for the purposes of this Paragraph.

C. HOSPITAL's Subcontracts. The HOSPITAL shall maintain and make available to the PLAN, the U.S. Department of Health and Human Services, Department of Managed Health Care, and the State Department of Health Care Services, upon written request, copies of all subcontracts for the performance of any of the HOSPITAL's obligations under this Agreement. The HOSPITAL shall further assure that all subcontracts entered into from the effective date of this Agreement shall require that the subcontractor:

(1) Make all applicable books and records available at all reasonable times for inspection, examination, or copying by the PLAN, the Department of Managed Health Care, the above named State agencies, all applicable state and federal agencies, and self regulatory agencies.

(2) Retain such books and records for a term of five (5) years from the close of the State's fiscal year in which the subcontract became effective.

D. Confidentiality of Member Information. Notwithstanding any other provision of this Agreement, names of Members receiving public social services hereunder are confidential and are to be protected from unauthorized disclosure in accordance with Title 42, Code of Federal Regulations, Section 431.300 et seq. and Section 14100.2 of the Welfare and Institutions Code and regulations adopted hereunder. For the purpose of this Agreement, all information, records, payment information, data, and data elements collected and maintained for the operation of the Agreement and pertaining to Members shall be protected by the HOSPITAL from unauthorized disclosure as required by Medi-Cal and any applicable law.

E. Third-Party Liability. The HOSPITAL shall report to the PLAN, when the HOSPITAL discovers that Medi-Cal Benefits rendered either directly by the HOSPITAL or through the instrumentality of a HOSPITAL subcontractor are covered, in whole or in part, by workers' compensation, tort liability, or casualty insurance. Nothing contained herein shall be construed to reduce or modify the PLAN's obligation to reimburse the HOSPITAL for Medi-Cal Benefits rendered to a Member.

ARTICLE IX
PATIENT RIGHTS

A. Patient Rights. The HOSPITAL or any subcontractor performing the obligations of the HOSPITAL pursuant to the terms of this Agreement shall adopt and post in a conspicuous place a written policy on patient's rights in accordance with Section 70707 of Title 22 of the California Code of Regulations.

B. Linguistic Services and Cultural Sensitivity

1. Interpreter Services for Limited English Proficient (LEP) Members

The HOSPITAL shall ensure equal access to health care services for all Limited English Proficient (LEP) members through the provision of interpreter services at medical (advice, face-to-face or telephone encounters), and non-medical (appointment services, reception) points of contact.

a) Interpreter services shall be furnished during encounters with providers (physicians, physician extenders, registered nurses, or other personnel) who provide medical or health care advice to Members, when identified by a Provider or requested by a Member.

i. Interpreter services may be obtained through the HPSM telephone language line service, bilingual or multilingual providers and/or staff or by contacting the PLAN's Member Services Department for assistance.

ii. The PLAN contracts with a free 24 hour telephone language line service to assist Providers in complying with this Section.

b) The HOSPITAL must document the request or refusal of language interpreter services by an LEP member in the medical record.

2. Additional Linguistic Services for Threshold Language Members

Threshold languages in each county are designated by the Department of Health Services. These are primary languages spoken by the LEP population groups meeting a specific numeric threshold or concentration standard. The threshold language for San Mateo County effective 1/1/2007 is Spanish.

In addition to interpreter services for LEP members as stated in section B1., the HOSPITAL shall provide the following services for Members whose language proficiency is in a threshold language.

a) Translated signage;
b) Translated written materials; and
c) Referrals to culturally and linguistically appropriate community service programs.
d) Information on how to file a grievance and the ability to file a grievance in a non-English language.

The HOSPITAL may request assistance from the PLAN in meeting these requirements.

3. Hospital shall comply with all of the following requirements related to the provision of linguistic and culturally sensitive services in accordance with this Agreement and PLAN Policies.

Hospital shall address the special health care needs of all Members. Hospital shall ensure equal access and participation in federally funded programs to Members with Limited English Proficiency (LEP) or hearing, speech or vision impairment through the provision of bilingual services. Hospital shall in policies, administration, and services practice the values of: (a) honoring the Member's beliefs, traditions and customs; (b) recognizing individual differences within a culture; (c) creating an open, supportive and responsive organization in which differences are valued, respected and managed; (d) through cultural diversity training, fostering in staff and Contracting Providers attitudes and interpersonal communication styles which respect Member's cultural backgrounds and are

sensitive to their special needs; and (e) referring Members to linguistically and culturally sensitive programs.

ARTICLE X
TERM, TERMINATION, AND EFFECT OF TERMINATION

A. Term. The term of this Agreement shall commence on January 1, 2007, and shall terminate on December 31, 2007.

This Agreement will automatically renew for successive twelve (12) month periods on the same terms and conditions (including subsequent amendments) unless terminated pursuant to the terms of this Agreement.

B. Termination Without Cause. The HOSPITAL or the PLAN may terminate this Agreement without cause upon providing the other party with ninety (90) days prior written notice.

C. Termination for Material Breach. Either party shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the other party if the party to whom such notice is given is in material default under this Agreement. The party claiming the right to terminate hereunder shall set forth in the notice of intended termination required hereby the effective date of such termination and the facts underlying its claim that the other party is in breach of this Agreement. If the HOSPITAL or the PLAN remedies such alleged breach within twenty (20) days of the receipt of such notice, the Agreement shall remain in effect for the remaining term and such termination notice shall no longer be in effect. Notwithstanding the other provisions of this paragraph, the PLAN may immediately suspend this Agreement pending completion of applicable termination procedures, if the PLAN makes a reasonable determination, supported by written findings, that the health and welfare of Members is jeopardized by continuation of the Agreement.

D. Termination Based upon Unforeseen Events. In the event there are (1) changes effected in the PLAN's contract with the State of California, or (2) changes effected in the Medi-Cal Program, or changes in Federal laws governing the Medi-Cal Program, or (3) changes in the Federal Medicare Program and/or substantial changes under other public

or private health and/or hospital care insurance programs or policies which will have a material detrimental financial effect on the operations of the HOSPITAL or the PLAN, the HOSPITAL or the PLAN may terminate this Agreement upon providing the other party with thirty (30) days prior written notice. In any case where such notice is provided, both parties shall negotiate in good faith during such thirty (30) day period in an effort to develop a revised Agreement, which, to the extent reasonably practicable, under the circumstance, will adequately protect the interests of both parties in light of the governmental program or private insurance policy changes which constituted the basis for the exercise of this termination provision.

E. Termination for Insufficient Provider Participation. If, for any reason, the PLAN is unable to enter into or maintain service contracts with sufficient numbers of Primary Care Physician and Providers on the Medical Staff of Contracting Hospitals to assure adequate Member access to needed Physician Services, the PLAN may terminate this Agreement upon thirty (30) days written notice to the HOSPITAL.

F. Termination by U.S. Department of Health and Human Services or the State Department of Health Care Services. If the qualification of the HOSPITAL under the Federal Social Security Act is terminated or ceases for any reason or if the PLAN's Medi-Cal Services Contract with the State of California is terminated or ceases for any reason, the PLAN shall give the HOSPITAL immediate written notice of the foregoing termination(s) and this Agreement shall terminate in accordance with the terms under D of this Article.

G. Effect of Termination. As of the date of termination pursuant to any provision of this Agreement, this Agreement shall be of no further force or effect whatsoever, and each of the parties hereto shall be relieved and discharged herefrom, except that the PLAN shall remain liable for payment for all Medi-Cal Benefits rendered to PLAN's Medi-Cal Members up to the date of termination and for any Medi-Cal Benefits rendered hereunder after such date until such time as appropriate transfer (or other medically acceptable disposition) of Medi-Cal Members receiving inpatient services as of the date of termination is achieved.

H. Termination for Interruption. The PLAN may terminate Agreement upon ten (10) days written notice pursuant to Article XI.

I. Amendments to Avoid Termination. If the provisions of Article X D of this Agreement are invoked, the party who invokes them shall make all reasonable efforts, if so requested by the other party, to negotiate amendments to this Agreement which will bring the terms of the Agreement in compliance with such statute, regulation, or judicial decision.

ARTICLE XI
INTERRUPTIONS

Cause Beyond Control of the HOSPITAL. In the event the operations of the HOSPITAL's facilities, or any substantial portion thereof, are interrupted by war, fire, insurrection, riots, the elements, earthquakes, acts of God, or without limiting the foregoing, any other cause beyond the control of the HOSPITAL, the HOSPITAL shall be relieved of its obligations with respect to the provisions of this Agreement (or such portions hereof which the HOSPITAL is thereby rendered incapable of performing) for the duration of such interruptions. Nothing contained herein shall be construed to limit or reduce the PLAN's obligation to pay the HOSPITAL for Medi-Cal Benefits rendered to Members prior to or subsequent to an event described herein. Should a substantial part of the services which the HOSPITAL has agreed to provide hereunder be interrupted for a period in excess of thirty (30) days, the PLAN shall have the right to terminate this Agreement upon providing ten (10) days prior written notice to the HOSPITAL.

ARTICLE XII
GENERAL PROVISIONS

A. Applicability of State and Federal Laws and Regulations. This Agreement shall be governed and construed in accordance with the laws of the State of California and of the United States. Any provision of this Agreement which is in conflict with, or does not conform to applicable State or Federal statutes or regulations promulgated pursuant thereto shall be amended to conform to the requirements of such statutes or regulations.

B. Severability. In the event any provision of this Agreement is rendered invalid or unenforceable by Act of Congress, by statute of the State of California, by any regulation duly promulgated by the United States or the State of California in accordance with law or is declared null and void by any court of competent jurisdiction, the remainder of the provisions hereof shall remain in full force and effect.

C. Limitation of Severability. In the event the removal of a provision rendered invalid or unenforceable or declared null and void has the effect of materially altering the obligations of either party in such manner as to cause serious financial hardship to such party, the party so affected shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the other party.

ARTICLE XIII
GRIEVANCES AND APPEALS

A. Grievance and Appeals. It is understood that the Hospital may have Grievances and Appeals which may arise as a health care Provider under contract with the PLAN. These Grievances and Appeals shall be resolved through the mechanisms set out in this section. Hospital and the PLAN shall be bound by the decisions of the PLAN's Grievances and Appeals mechanisms.

B. Disputes. It is understood that the Hospital may have disputes which may arise as a health care Provider under contract with the PLAN. These disputes shall be resolved through the mechanisms set out in this section. Hospital and the PLAN shall be bound by the decisions of the PLAN's Grievances and Appeals mechanisms.

C. PLAN Grievances and Appeals and Dispute Resolution Procedure Responsibility. The PLAN's Executive Director has primary responsibility for maintenance, review, formulation of policy changes, and procedural improvements of the Grievances and Appeals and dispute resolution review system. The Executive Director shall be assisted by other PLAN staff as requested.

D. Resolution of Member and Provider Initiated Grievances or Appeals at PLAN Level. The Hospital agrees that all disputes or disagreements between the Hospital and the PLAN or the Member shall be resolved in accordance with the Provider Manual, PLAN policies and State guidelines and regulations. Hospital agrees to cooperate with PLAN in resolving Member grievances and/or appeals related to the Hospital. PLAN will bring to the Hospital's attention all Member complaints involving Hospital. Hospital will, in accordance with PLAN approved procedures, investigate such complaints and use their best efforts to resolve them in a fair and equitable manner. Hospital shall immediately make available to PLAN, any and all records, notes, and documents or other information regarding Hospital's dispute resolution mechanism and the resolution of any and all disputes with Members. If a Member files a complaint at the Hospital Level, Hospital agrees to send to the PLAN's Grievances and Appeals Coordinator, a quarterly report, containing the Member's name, PLAN ID Number, date of complaint or grievance, type of complaint or grievance, category, and the resolution.

E. Dispute Resolution. The Hospital agrees that all disputes between the Hospital and the PLAN shall be resolved in accordance with the Provider Manual, PLAN policies and State guidelines and regulations. PLAN retains responsibility for dispute resolution and does not delegate it to Hospital. PLAN agrees to cooperate with Hospital in resolving disputes. PLAN will investigate such disputes and use their best efforts to resolve them in a fair and equitable manner that is acceptable to PLAN and Hospital. Hospital agrees to notify PLAN promptly of any action taken or proposed with respect to the resolution of such disputes and the avoidance of similar disputes in the future. Hospital shall immediately make available to PLAN, any and all records, notes, and documents or other information regarding Hospital's dispute resolution mechanism.

ARTICLE XIV
MISCELLANEOUS

A. Time of the Essence. Time shall be of the essence of each and every term, obligation, and condition of this Agreement.

B. Entire Agreement. This Agreement (together with all Exhibits hereto) contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. It is the express intention of the HOSPITAL and the PLAN that any and all prior or contemporaneous agreements, promises, negotiations or representations, either oral or written, relating to the subject matter and period governed by this Agreement which are not expressly set forth herein shall be of no further force, effect or legal consequence after the effective date hereunder.

C. Amendments. This Agreement and any Exhibits hereto may be amended only by an instrument in writing, duly executed by both parties hereto in accordance with applicable provisions of the Knox-Keene Health Service Plan Act of 1975, as amended, and the regulations promulgated hereunder by the Department of Managed Health Care.

D. Waivers. No obligation under this Agreement or an Exhibit hereto may be waived by any party hereto except by an instrument in writing, duly executed by the party waiving such obligations. All manners shall specify the provisions being waived, and no waiver of any provision of this Agreement extends or implies the extension of the waiver to any other provisions of this Agreement unless so specified in writing.

E. State Approval. This Agreement and any amendment hereto shall become effective only upon review and approval by the State Department of Health Care Services.

F. Independent Contractors. The PLAN and The HOSPITAL hereby acknowledge that they are independent contractors and neither is an officer, agent or employee of the other for any purpose.

G. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered to be an original; however, all such counterparts shall constitute but one and the same Agreement.

H. Headings. The headings or titles of articles and sections contained in this Agreement are intended solely for the purpose of facilitating reference, are not a part of the Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

I. Inurement. This Agreement shall be binding upon all assignees, heirs and successors-in-interest of either party.

J. Assignment. Neither the PLAN nor the HOSPITAL shall assign this Agreement without the written consent of the other party.

K. Ethical Principles, Policies and Practices.

Hospital and any service or activity operated or sponsored by it, including the services and activities of the Medical Staff, are governed by the Ethical and Religious Directives for Catholic Health Care Services, as approved by the National Conference of Catholic Bishops and as the same may be updated and revised (the "Directives"). A copy of the Directives is available on the internet at http://www.nccbuscc.org/bishops/directives.htm.

ARTICLE XV
NOTICES

A. Any notice required to be given pursuant to the terms and provisions hereof, unless otherwise indicated herein, shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, or courier service (Airborne, Federal Express, UPS, etc.) or other means which can provide written proof of delivery, to the PLAN at:

Health Plan of San Mateo
701 Gateway Blvd., Suite 400
South San Francisco, CA 94080
Attn: Executive Director

and

HOSPITAL at:
1900 Sullivan Avenue
Daly City, CA 94015

Attn: President/CEO

DAUGHTERS OF CHARITY HEALTH SYSTEM
595 E. Colorado Avenue, Suite 205
Pasadena, CA 91101

SAN MATEO HEALTH COMMISSION

Dated: 1/22/08

By: [redacted]
Title: ~~Chairperson, San Mateo Health Commission~~ Executive Director, HPSM MA

HOSPITAL

Name MARK OKASHIMA

Dated: _____

By: [redacted]
Title: VP / CFO

LIST OF EXHIBITS

1. EXCLUDED SERVICES AND ITEMS

1A. CRITICAL CARE CRITERIA - NEONATOLOGY and PEDIATRICS

1B. CRITICAL CARE CRITERIA - OBSTETRICAL

2. REIMBURSEMENT ADDENDUM

EXHIBIT 1

EXCLUDED SERVICES AND ITEMS

EXHIBIT 1A

CRITICAL CARE CRITERIA FOR NEONATOLOGY AND PEDIATRICS

A provider of service will be eligible for reimbursement at the critical care rate for each day of service for which the medical record demonstrate that (for any amount of time) any one of the following criteria has been met:

1. Mechanical ventilation outside the operating room, CAP (for non-chronic use only), or other modes of positive pressure ventilation, supplemental F_IO_2 of greater than or equal to 40% [1] or ECMO (extra corporeal membrane oxygenation).
2. Requires nitric oxide or prostaglandin administration (e.g. for pulmonary immaturity or pulmonary hypertension, congenital heart disease, or respiratory therapy.
3. Chest tube.
4. Invasive monitoring (e.g. arterial lines – umbilical or peripheral 1, CVP or umbilical venous lines [1]) associated with appropriate critical conditions (such as exchange transfusions [1]), including intravenous lines for administration of pharmacological agents to support the cardiovascular system[1]
5. Intracranial pressure monitoring (for Pediatric Intensive Care only), neurological monitoring in the setting of ongoing seizures or for apnea.
6. Central or peripheral hyperalimentation [1]
7. Pre-mature infants< 27 weeks gestation or extremely low birth weight $\leq$1000 grams recently weaned from assisted ventilation (within 5 days).
8. Day of surgery and 24 hours post-operative major surgical procedure.
9. Medical instability requiring the need for continuous measurement and interpretation of hemodynamic data for at least one of the following conditions: shock, cardiac failure CNS or ventilator status.

Additional Critical Care Criteria would be demonstrated by the documentation of continuous or hourly monitoring of blood pressure, and at least TWO CRITERIA (any combination) from the following categories.

- Pharmacological treatment for apnea and/or bradycardic episodes [1]
- Peripheral intravenous line for administration of intravenous fluids, blood or blood products, or medications other than those agents used in support of the cardiovascular system [1]
- Surgical or interventional radiology procedures for 24 hours per and post-procedure
- Dialysis or Renal replacement therapy used for dialysis or hemofiltration in the pediatric intensive care (PICU) setting
- Tube feedings [1]

[1] CCS defined and revised NICU criteria proposed and under review, 01/28/02

EXHIBIT 1B

CRITICAL CARE CRITERIA FOR OBSTETRICS

Required provision of one or more of the following services to obstetrical inpatients:

1. Any person whose days of care have been approved by the PLAN as "obstetrical critical care"
2. Multiple Gestation (with delivery or complications subject to PLAN review)
3. Severe Pre-eclampsia, HELLP syndrome, or eclampsia with seizure
4. Maternal hemorrhage requiring transfusion, operative intervention and/or vascoactive drug therapy, or embolization
5. Disseminated intravascular coagulopathy and/or transfusion of blood or blood products
6. Respiratory failure requiring assisted ventilation
7. Invasive hemodynamic monitoring such as central venous or arterial lines
8. Other maternal trauma or maternal medical condition requiring transfer from Labor and Delivery to the adult ICU (examples: Renal disease, Maternal heart disease or maternal seizures)

a. Maternal/Fetal reasons:
   a. Pre-term labor/rupture of membranes prior to 34 weeks
   b. Extreme pre-term (24 to 29 weeks)
   c. Known fetal anomalies (craniofacial, cardiac, GI)
   d. Invasive fetal procedures (other than amniocentesis); and fetal procedure assessing the fetal body cavity or circulatory system
   e. Operative procedures on the fetal – placental unit

EXHIBIT 2

REIMBURSEMENT ADDENDUM

A. Hospital Inpatient Service Reimbursement

(1) The PLAN shall pay the HOSPITAL, as a full scope hospital providing a full scope of acute and general care hospital services, the all-inclusive rates per day for admissions as follows:

Service Type	Jan.1 – Jun. 30, 2007	Effective July 1, 2007
Med/Surg	$ 1,302.00	$ 1,750.00
NICU(UB Rev code 172)	$ 1,302.00	$ 1,950.00
NICU(UB Rev codes, 173,174	$ 1,900.00	$ 2,300.00
PICU(All 200 series UB Rev cds)	$ 1,900.00	$ 2,300.00
OB Vag	$ 1,650.00	$ 1,750.00
OB C-Section	$ 1,650.00	$ 1,950.00
OB Critical Care	$ 1,900.00	$ 2,150.00
ICU Heart/Burn	$ 1,900.00	$ 2,150.00
Rehab	$ 1,302.00	$ 1,700.00
Admin/Observation	$ 231.30	$ 310.00
Transplant Services		
Intensive Care Kidney	$ 1,900.00	$ 2,150.00
Intensive Care BMT	$ 1,900.00	$ 2,550.00
Intensive Care Heart	$ 1,900.00	$ 3,075.00
Intensive Care Lung, Heart/Lung	$ 1,900.00	$ 3,400.00
Intensive Care Liver,Small Bowel, or Combo	$1,900.00	$ 3,400.00

B. HOSPITAL Outpatient Services Reimbursement

(1) The PLAN shall pay the HOSPITAL for those outpatient hospital services, excluding physician services, provided to Medi-Cal Members, and for which approved claims have been submitted by the HOSPITAL at 123 % of the prevailing state Medi-Cal outpatient service reimbursement rates for services rendered or the PLAN's payment rate, whichever is higher.

The PLAN shall pay the Hospital for professional services, provided to Medi-Cal Members, and for which approved claims have been submitted by the HOSPITAL at 123 % of the prevailing state Medi-Cal reimbursement rate for services rendered or the PLAN's payment rate, whichever is higher.

(2) The all-inclusive per diem rates, as described above, are to be the only payments made by the PLAN to the HOSPITAL for inpatient services provided to Medi-Cal Members except where otherwise provided hereunder.

Amendment to
Hospital Agreements Between
San Mateo Health Commission d/b/a Health Plan of San Mateo (PLAN)
And
Seton Medical Center (HOSPITAL)

This Amendment to the Hospital Agreements is made this 1st day of November, 2018, by and between the San Mateo Health Commission, a public entity, hereinafter referred to as "PLAN", and Seton Medical Center, hereinafter referred to as "HOSPITAL."

PLAN and HOSPITAL have entered into a Medi-Cal Hospital Agreement effective January 1, 2007;

PLAN and HOSPITAL have entered into a HealthWorx Hospital Agreement effective January 1, 2006;

PLAN and HOSPITAL have entered into a HealthyKids Hospital Agreement effective January 1, 2006;

PLAN and HOSPITAL have entered into an ACE Hospital Agreement effective January 1, 2009;

The Agreements entered into for Medi-Cal, HealthWorx, HealthyKids and ACE benefit services shall be collectively referred to herein as "Hospital Agreements".

PLAN and HOSPITAL wish to amend the hospital inpatient services reimbursement addendum of the Hospital Agreements.

NOW, THEREFORE, PLAN and HOSPITAL hereby agree as follows:

Exhibit 2 – Reimbursement Addendum shall be amended to read:

A. **Hospital Inpatient Service Reimbursement**

PLAN shall reimburse HOSPITAL at a rate equal to one hundred (100%) percent of the state's Medi-Cal APR DRG rate with no carve outs. This rate shall be effective for dates of service on or after November 1, 2018.

Incorporation of Agreement Rights, Duties and Obligations

All other terms and provisions of said Agreement, including but not limited to the Outpatient Hospital rates, shall remain in full force and effect so that all rights, duties and obligations, and liabilities of the parties hereto otherwise remain unchanged.

~~PLAN:~~ HOSPITAL:

By: [redacted]
Signature

Name: Mark S. Fratzke

Title: CEO

Date: 11-13-18

~~HOSPITAL:~~ PLAN:

By: [redacted]
Signature

Name: Maya Altman

Title: Chief Executive Officer

Date: 11-19-18

SAN MATEO ACCESS AND CARE FOR EVERYONE ("ACE") PROGRAM

Medical Services Agreement
Between
San Mateo Community Health Authority
And
Hospital

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SAN MATEO ACE PROGRAM
HOSPITAL AGREEMENT

This Agreement is made this **1st day of January, 2013**, by and between the San Mateo Community Health Authority, dba Health Plan of San Mateo, a public entity, hereinafter referred to as "PLAN", and **Seton Medical Center**, a hospital corporation, hereinafter referred to as "HOSPITAL."

RECITALS

WHEREAS, PLAN is a public entity that has entered into or will enter into and maintain a contract with the San Mateo County Health System to provide third party administration services for the San Mateo ACE Program starting January 1, 2009, pursuant to which individuals who subscribe and are enrolled under the San Mateo ACE Program (hereinafter referred to as "Participants" will receive health services hereinafter defined as "Covered Services," that will be administered by the PLAN;

WHEREAS, PLAN is authorized to negotiate and to enter into hospital agreements with institutional health care providers for the purpose of arranging for the provision of "Covered Services" to ACE Program Participants; and

WHEREAS, HOSPITAL, a general acute care facility licensed in accordance with the requirements of the California Health Facilities Licensure Act (Health and Safety Code, Sections 1250 et seq.), and the regulations promulgated pursuant thereto, is currently certified under Title XVIII of the Federal Social Security Act, and is equipped, staffed, and prepared to provide Benefits to Participants; and

WHEREAS, the parties hereto desire to enter into this Agreement to provide a statement of their respective rights and responsibilities in connection with the provision of Benefits to ACE Program Participants by HOSPITAL during the term hereof;

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained the parties agree as follows:

ARTICLE I
DEFINITIONS

General Meaning of Words and Terms - The words and terms used in this Agreement, and any and all attachments, are intended to have their usual meanings unless specifically defined in this Article I or elsewhere in this Agreement.

A. **"ACE Program"** The term "ACE Program" or "San Mateo ACE Program" or "Access and Care for Everyone Program" shall mean the consolidated health care coverage program for indigent residents of San Mateo County that includes both the Coverage Initiative benefit and the formerly named Wellness-Education-Linkage-Low Cost (WELL) Program. The ACE Program is not an insurance product licensed under the Knox-Keene Act.

B. **"Acute Medical/Surgical Day"** shall mean a day approved in an acute care inpatient facility which provides a medical-surgical, intensive, or other inpatient care not specifically designated as ICU Heart Day, Obstetrical Common Day, Nursery Common Day, Acute Psychiatric Day, ICU Burn Day, Neonatal Critical Care Day, Pediatric Critical Care Day, Obstetrical Critical Care Day, or Administrative Day.

C. **"Acute Psychiatric Day"** shall mean a day of that care provided on an inpatient facility basis to persons whose primary diagnosis is mental disorder, and whose care is approved by PLAN as such. Acute Psychiatric Days are Excluded Services under the San Mateo ACE Program.

D. **"Administrative Day"** shall mean any day of care in an acute care facility for which acute inpatient care is not required, and whose care has been approved by PLAN as such. Administrative Days are Excluded Services under the San Mateo ACE Program.

E. **"Attending Physician"** shall mean (a) any Physician who is acting in the provision of Emergency Services or in an acute care setting to meet the medical needs of the Participant or (b) any Physician who is, through delegation from the Participant's Primary Care Physician, actively engaged in the treatment or evaluation of a Participant's condition.

F. **"Authority"** shall mean the San Mateo Community Health Authority, also known as Health Plan of San Mateo.

G. **"Benefits" or "Covered Services"** shall mean those health services and supplies which Participant is entitled to receive under the ACE Program and which are set forth in Exhibit 1 of this Agreement, the San Mateo ACE Program Participant Handbook, and in PLAN's Provider Manual.

H. **"Claim"** shall mean a claim for compensation filed by HOSPITAL in accordance with PLAN's policies and procedures as defined in the HPSM Provider Manual and Bulletins.

I. "Contracting Hospital" shall mean any hospital which has entered into a medical services agreement with PLAN.

J. "Contracting Physician" shall mean a person who holds a degree of Doctor of Medicine or Osteopathy, who is licensed to practice medicine in State of California, and who has contracted with PLAN either directly or through a group contract to provide medical services to ACE Program participants.

K. "Contracting Primary Care Provider Clinic" or "PCP Clinic" shall mean a Participating Provider duly licensed in California and certified by the Medi-Cal Program and who has executed an Agreement with the PLAN to provide the services of a PCP Clinic.

L. "Copayment" shall mean the fee prescribed by San Mateo ACE Program and paid by Participants for Covered Services as applicable.

M. "Emergency Services" shall mean those HOSPITAL services required to relieve a medical condition which is manifested by acute symptoms of sufficient severity, including severe pain, such that a prudent lay person who possesses an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in:

i) placing the health of an individual (or, in the case of a pregnant woman, the health of the woman or her unborn child) in serious jeopardy
ii) serious impairment of bodily functions, or
iii) serious dysfunction of any bodily organ or part.

Emergency services and care include psychiatric screening, examination, evaluation, and treatment by a physician or other personnel to the extent permitted by applicable law and within the scope of their licensure and privileges. Emergency Services are Excluded Services under the San Mateo ACE Program, except if provided to an ACE/MCE participant at the San Mateo Medical Center or to a MCE Participant by HOSPITAL.

N. "Excluded Services" shall mean those health care services which are excluded as non-covered services in Exhibit 1, the San Mateo ACE Program Participant Handbook, and/or that are noted throughout this Agreement to be an Excluded Service, for which the Participant is financially responsible. These services may also be called "Non-Covered Services".

O. "Health Plan of San Mateo" (HPSM) shall mean the health plan governed by the San Mateo Community Health Authority.

P. "ICU Burn Day" shall mean a day of that care provided on an inpatient basis to persons whose primary diagnosis is extensive burn, and whose care has been approved by PLAN as such.

Q. **"ICU Heart Day"** shall mean a day approved in an acute care inpatient facility for patients undergoing open-heart surgery or other procedures such as percutaneous transluminal coronary angioplasty so approved by PLAN.

R. **"Identification Card"** shall mean that card issued by PLAN and which bears the name and symbol of PLAN and contains: Participant name and identification number, Participant's Primary Care Provider Clinic and other identifying data. The card is not proof of participant eligibility.

S. **"Inpatient Services"** includes, but is not limited to, the following services when ordered by a Participant's physician or other qualified health practitioner and rendered in accordance with Section 51327 of Title 22 of the California Administrative Code to a participant, subject, however, to such exclusions, limitations, exceptions, and conditions as are otherwise set forth in any provision of this Agreement or an Exhibit thereto:

(1) Bed and Board required for the delivery of medically necessary services;

(2) Medical, nursing, surgical, pharmaceuticals, dietary services, medical social services, biologicals, supplies, appliances and equipment provided on an inpatient basis, with the exception of those services and items which Hospital is not equipped or staffed to provide, or which are identified as Excluded Services in Exhibit 1, the San Mateo ACE Program Participant Handbook, or which are identified as an Excluded Service throughout this Agreement;

(3) Diagnostic and therapeutic services required by the Participant, which shall exclude physicians' services, except as noted as Excluded Services in Exhibit 1 or throughout this Agreement. HOSPITAL shall not be responsible for assuring that Participant will be able to obtain physician services.

(4) Administrative Services required in providing inpatient services hereunder.

T. **"Long-Term Care Services"** shall mean any sub- acute level inpatient services, including but not limited to the following: Skilled Nursing Facilities Services, Intermediate Care Facilities Services, Extended Care Services, and Sub-Acute Level Services excluding PLAN approved administrative days. Long-Term Care Services are Excluded Services under the San Mateo ACE Program.

U. **"May"** is used to indicate a permissive or discretionary term or function.

V. "MCE" shall mean those participants of the ACE Program that meet the criteria of the San Mateo County Medicaid Coverage Expansion Program, which is defined as individuals who are documented citizens at or below 133 percent of the Federal Poverty Level (FPL).

W. **"Medical Director"** shall mean the Medical Director of PLAN.

X. **"Medi-Cal Rates"** shall mean the schedule of Medi-Cal maximum allowances and rates of payment for physician and non-physician hospital services in effect for California's Medi-Cal program at the

time the services were rendered.

Y. "Medical Interpreter" shall mean a person fluent in English and in the necessary second language, providing language services at medical points of contact with language proficiency related to clinical settings.

Z. "Neonatal Critical Care Day" shall mean a day of care provided on an inpatient basis to a child whose neonatal care requires the provision of specialized services whose need for such care has been determined by the Medical Director. Neonatal Critical Care Days are not Covered Services under the San Mateo ACE Program.

AA. "Non-Medical Interpreter" shall mean a person fluent in English and the necessary second language, providing language services at non-medical points of contact with language proficiency related to the specific setting or circumstance.

BB. "Nursery Common Day" shall mean a day of that care provided on an inpatient basis to newborns when the mother is also an inpatient in the HOSPITAL. Nursery Common Days are not Covered Services under the San Mateo ACE Program.

CC. "Obstetrical Common Day" shall mean a day approved in an acute care inpatient facility for patients delivering a baby when the newborn child (children) is an inpatient at the HOSPITAL. Obstetrical Common Days are not Covered Services under the San Mateo ACE Program.

DD. "Obstetrical Critical Care Day" shall mean a day of care provided on an inpatient basis to women whose obstetrical care requires a specialized level of service. Obstetrical Critical Care Days are not Covered Services under the San Mateo ACE Program.

EE. "Outpatient Services" shall mean all HOSPITAL Covered Services other than Inpatient Services and Emergency Services provided to a Participant.

FF. "Participant" shall mean an individual who is enrolled in good standing with the ACE Program.

GG. "Participant Handbook" shall mean the document issued by the Authority to Participants that describes Covered Services and Non-Covered Services under the San Mateo ACE Program.

HH. "Pediatric Critical Care Day" shall mean a day of care provided on an inpatient basis to a child whose pediatric care requires the provision of specialized services not currently available at all contract hospitals and whose need for such care has been determined by the Medical Director. Pediatric Critical Care Days are not Covered Services under the San Mateo ACE Program.

II. "Physician" shall mean an individual licensed to practice medicine or osteopathy in accordance

with applicable California law.

JJ. "Contracting Provider" shall mean a health professional or institution licensed and certified to provide Covered Services to ACE Participants and who has executed an agreement with PLAN.

KK. "Referral/Authorization" shall mean the process by which Participating Physicians or Providers direct a Participant to seek or obtain Covered Services from a health professional, hospital or any other Provider of Covered Services in accordance with HPSM's referral and authorization procedures. Referral is required for all services provided by HOPSITAL.

LL. "Referral Physician" shall mean a Participating Physician who is professionally qualified to practice his/her designated specialty and to whom the PCP Clinic may refer any Participant for consultation or treatment.

MM. "Referral Services" shall mean any services which are not Primary Care Services and which are provided by physicians on referral from the PCP Clinic or by the PCP Clinic.

NN. "San Mateo County" shall also be referred to as "County".

OO. "Shall" is used to introduce an obligation of either the PLAN or the HOSPITAL, and is mandatory.

PP. "Threshold Language" shall mean primary languages spoken by Limited English Proficient Member (LEP) population groups meeting a numeric threshold of 3,000 eligible Participants residing in a county. Additionally, languages spoken by a population of eligible LEP Participants residing in a county, who meet the concentration standard of 1,000 in a single ZIP code or 1,500 in two contiguous ZIP codes, are also considered threshold languages for a county. Threshold languages in each county are designated by the California Department of Health Care Services.

QQ. "Utilization Management (UM)" shall mean those review processes and procedures which are designed to determine whether services are Covered Services or medically necessary and which all Participating Providers must follow.

ARTICLE II
HOSPITAL PERFORMANCE PROVISIONS

A. Services Provided by HOSPITAL. HOSPITAL shall provide Benefits to Participants and all other services designated by PLAN, subject to the availability of appropriate HOSPITAL facilities and HOSPITAL services.

B. Services Neither Covered Nor Compensated. HOSPITAL shall not be obligated to provide

Participants with, and the PLAN shall not be obligated to compensate HOSPITAL for Benefits excluded from the ACE Program's scope of benefits, as identified in the San Mateo ACE Program Participant Handbook document, PLAN's Provider Manual, or this Agreement. Excluded Services include, but are not limited to:

(1) Acute Psychiatric Days
(2) Administrative Days
(3) Emergency Services, except if provided at the San Mateo Medical Center or to a MCE Participant by HOSPITAL
(4) Long-Term Care Services
(5) Neonatal Critical Care Days
(6) Nursery Common Days
(7) Obstetrical Common Days
(8) Obstetrical Critical Care Days
(9) Pediatric Critical Care Days

C. Availability of Services.

(1) HOSPITAL shall not differentiate or discriminate in the treatment of PLAN's Participants, nor shall HOSPITAL discriminate on the basis of race, religion, sex, marital status, sexual orientation or age, except as limited by the scope of services HOSPITAL is qualified to provide. HOSPITAL shall render services to Participants in the same manner, in accordance with the same time availability as offered HOSPITAL's other patients, except as limited by ACE Program restrictions.

(2) Throughout the term of this Agreement and subject to the conditions within the Agreement, HOSPITAL shall use its best efforts to maintain its current facilities, equipment and patient service personnel (as well as allied health personnel), as HOSPITAL, in its reasonable discretion, may employ, to meet HOSPITAL's obligation to provide Benefits hereunder.

(3) The parties acknowledge that HOSPITAL is an institution operated in accordance with the Ethical and Religious Directives applicable to Catholic Health Care Services. Notwithstanding any provision of this Agreement to the contrary, HOSPITAL shall not be required, nor shall any provision hereof be construed to require HOSPITAL, to provide services or participate in activities that are inconsistent with the medical ethics or precepts of the Catholic Church.

(4) HOSPITAL shall retain the right, within its sole discretion, to alter, enlarge, reconstruct, modify, or shut down all or any part of its facilities, provided, however, that written notice of

any action described herein, which would materially affect the services available to Participants hereunder, shall be given to PLAN at least sixty (60) days prior to implementation of such change, and PLAN shall have the right to terminate this Agreement upon providing HOSPITAL with thirty (30) days prior written notice given at any time within the foregoing sixty (60) day notice period.

D. Standards of Care. HOSPITAL shall, in rendering services to Participants, provide hospital care in accordance with recognized HOSPITAL and professional standards and applicable State licensing laws and regulations.

E. Emergency Services. Both parties recognize that the provision of Emergency Services, both in HOSPITAL's Emergency Department and for inpatients who require immediate treatment for conditions, requires the professional care of a physician who is immediately available on or near HOSPITAL premises. HOSPITAL has arranged for the provision of such services to all patients of HOSPITAL requiring such services, and shall arrange for such services to be provided on the same basis as they are provided to all other patients of HOSPITAL. HOSPITAL agrees, however, that PLAN shall not be responsible for the payment for treatment and services rendered by HOSPITAL's Emergency Department or its physician(s) hereunder. Emergency Services are not Covered Services under the San Mateo ACE Program unless they are provided at the San Mateo Medical Center or to a MCE Participant by the HOSPITAL. Instead, HOSPITAL shall be responsible for providing Emergency Services to Participants under its SB 12 charity care requirements. HOSPITAL may seek to repatriate Participants who receive Emergency Services to San Mateo Medical Center once the Participant's condition is stable.

F. PLAN Not to Interfere with HOSPITAL. PLAN and HOSPITAL agree that PLAN is responsible for paying for medical care, and that HOSPITAL shall not be entitled to reimbursement for any services provided to a Participant unless HOSPITAL has obtained the necessary authorization from PLAN in accordance with PLAN's procedures. The Participant's Attending Physician shall determine the need for acute care in accordance with national professionally recognized standards of medical practice, and Participant's Attending Physician shall decide the course of treatment which is medically necessary. Nothing in this agreement is intended to create (nor shall it be construed to create) any right in PLAN or Contracting Physicians (except in their capacity as members of HOSPITAL's medical staff) to intervene with the method(s) by which HOSPITAL or Attending Physicians render services hereunder. PLAN shall have no authority to override the medical judgment of a Participant's Attending Physician.

G. Licensure and Certification.

(1) HOSPITAL hereby represents and warrants that it is currently, and for the duration of this Agreement shall remain, licensed as a general acute care hospital in accordance with Sections 1250 et seq. of the Health and Safety Code and the licensing regulations contained in Titles 22 and 17 of the California Administrative Code.

(2) HOSPITAL hereby represents and warrants that it is currently, and for the duration of this Agreement shall remain, certified under Title XVIII of the Federal Social Security Act.

H. Utilization Controls. Plan shall not be obligated to pay HOSPITAL for any services provided to a Participant unless HOSPITAL adheres to all Utilization Management requirements and obtains prior authorization for services in accordance with ACE Program rules. Specifically, all services provided by HOSPITAL must have a referral from an ACE Program PCP Clinic that is approved by PLAN for services to be payable by PLAN. In addition, certain procedures, as documented in HPSM's Provider Manual and Provider Bulletins, require prior authorization.

I. Notification of Emergency Services. HOSPITAL shall provide Emergency Services to each Participant who presents at HOSPITAL's Emergency Room and who, within the judgment of the Attending Physician, requires such Emergency Services.

ARTICLE III
PLAN PERFORMANCE PROVISIONS

A. Payment Obligation. PLAN shall pay HOSPITAL those amounts set forth and in the manner and at the times as specified in Exhibit 2, Reimbursement Addendum to this Agreement for Benefits provided to Participant's hereunder (Exhibits 2 is attached hereto and hereby incorporated by reference), except as noted in Article IV Section C below.

B. List of Participating Physicians. PLAN shall provide HOSPITAL with a continually updated list of all Participating Physicians no less frequently than once every calendar year.

ARTICLE IV
REIMBURSEMENT FOR SERVICES

A. HOSPITAL Services. PLAN shall pay to HOSPITAL, and HOSPITAL shall accept from PLAN in full and final satisfaction of PLAN's reimbursement obligation for Covered Services provided to Participants by HOSPITAL hereunder, those amounts set forth and in the manner and at the times as specified in Exhibit 2 to this Agreement

B. Frequency of Adjudication. PLAN shall adjudicate claims for the ACE Program no less frequently than once every calendar month.

C. Insufficient Funds. HOSPITAL acknowledges that PLAN remits payment to HOSPITAL under PLAN's role as a contracted third party administrator to San Mateo County. As such, PLAN's ability to remit payment to HOSPITAL is contingent on the availability of funding from San Mateo County to cover payments to HOSPITAL and other Participating Providers. Should PLAN lack sufficient funding from San Mateo County to cover payments to providers for the San Mateo ACE Program for any given adjudication cycle, PLAN retains the right to withhold payment until such time as sufficient funding is made available to PLAN. In addition, should sufficient funding not be made available within a timely manner, HOSPITAL agrees that San Mateo County maintains ultimate payment responsibility for Covered Services provided under the San Mateo ACE Program and that HOSPITAL shall seek such payment from San Mateo County rather than PLAN.

D. Participant Billing. HOSPITAL shall not submit claims to or demand or otherwise collect reimbursement from Participants, or from other persons on behalf of Participants, for any service included in the ACE Program scope of benefits in addition to a claim submitted to the PLAN for that service.

E. No State Reimbursement. HOSPITAL agrees to hold harmless Participants and the State of California, its officers, agents, and employees in the event the PLAN cannot or will not pay for services rendered or materials provided pursuant to the terms of this Agreement.

ARTICLE V
CONTRACTING PHYSICIANS

A. Relationship of HOSPITAL and Contracting Physicians. It is expressly understood and agreed that no Contracting Physician or other Physician shall be entitled to admit, or treat, or prescribe for Participants in HOSPITAL if Physician is not a member in good standing of HOSPITAL's Medical

Staff with appropriate clinical privileges to admit and treat Participant in HOSPITAL. Medical Staff membership and clinical privileges may be granted to Contracting Physicians by HOSPITAL's Governing Board, acting in conjunction with its Medical Staff, in accordance with the standards, procedures, and other provisions of HOSPITAL's Medical Staff Bylaws and the Rules and Regulations relating thereto which have been adopted by HOSPITAL's Medical Staff with the approval of said Board.

B. HOSPITAL Privileges of Contracting Physicians. Nothing contained in this Agreement shall be construed to grant any greater rights to Contracting Physicians with respect to the granting and retention of Medical Staff membership and privileges than are available to any other Physician HOSPITAL and any delegate performing the covenants of the HOSPITAL shall not deny medical staff membership or clinical privileges for reasons other than a Physician's individual qualifications as determined by professional and ethical criteria, uniformly applied to all medical staff applicants and members. Determination of medical staff membership or clinical privileges shall be made in accordance with Hospital's established rules and policies.

HOSPITAL shall henceforth notify PLAN when it revokes or modifies privileges of any Physician who is also contracted with PLAN. Written notification shall be submitted to the PLAN at the time of occurrence or at least on a quarterly basis.

ARTICLE VI
PAYMENT PROCEDURES

A. Billing Procedures. Completed Claims submitted by HOSPITAL to the PLAN shall be paid by the PLAN in accordance with PLAN's policies as evidenced in the HPSM Provider Manual and Bulletins, notwithstanding Article IV Section C above.

B. Day of Services. A day of service shall be billed and paid for each Participant who occupies an inpatient bed to receive acute inpatient care at 12:01 a.m. in the facilities of either HOSPITAL or an appropriately licensed HOSPITAL subcontractor. However, a day of service may be billed if the Participant is admitted and discharged during the same day provided that such admission and discharge are not within twenty-four (24) hours of a prior discharge. Payment for said day shall be the lesser of billed charges or the amounts set forth in Exhibit 2 to this Agreement. There shall be no separate billing hereunder for those Outpatient and Emergency Services provided to a Participant during the same calendar day as the admission of the Participant to HOSPITAL when the foregoing services are directly related to the condition(s) for which the Participant is admitted to

HOSPITAL.

C. Participant Notification. HOSPITAL shall comply with existing State and Federal law and regulations promulgated thereto pertaining to the issuance of explanations of benefits for Participants.

D. Discharge Planning. HOSPITAL shall continue to be responsible for discharge planning and HOSPITAL shall prepare a written discharge summary within thirty (30) days of Participant's discharge and shall make said summary available to PLAN upon receiving a prior written request from PLAN. Said discharge summary shall contain that information ordinarily prepared by HOSPITAL and provided to patients and third-party payors at the time a bill for service is submitted.

ARTICLE VII
INSURANCE

A. PLAN Insurance. PLAN, at its sole cost and expense, shall procure and maintain a professional liability policy in the amount of $1,000,000.00 to insure PLAN and its agents, and employees, acting within the scope of their duties, against any claims for personal injury or death occasioned directly or indirectly by PLAN or by its agents, or employees in connection with the performance of PLAN's responsibilities under this Agreement.

B. HOSPITAL Insurance. HOSPITAL and its subcontractors providing patient care services at their sole cost and expense, shall procure and maintain policies or self-insurance programs of comprehensive general liability, professional liability in excess of $1,000,000.00, and other insurance as shall be necessary to insure HOSPITAL and its agents, employees, and subcontractors acting within the scope of their duties, against any claims for personal injury or death occasioned directly or indirectly by HOSPITAL or by its agents, or employees in connection with the performance of HOSPITAL's responsibilities under this Agreement.

C. HOSPITAL Indemnification. HOSPITAL agrees to indemnify, defend and hold harmless PLAN, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with HOSPITAL's operations or its services hereunder. This provision is not intended to nor shall it be construed to require HOSPITAL to indemnify PLAN for any PLAN liability independent of that of

HOSPITAL, nor to cause HOSPITAL to be subject to any liability to any third party (either directly, or as an indemnitor of PLAN or its agents, officers, and employees) in any case where HOSPITAL liability would not otherwise exist. Rather, the purpose of this provision is to assure that PLAN and its agents, officers, and employees, will be provided with indemnification for and a defense to any vicarious or other indirect liability or claim against PLAN or such agents, officers, or employees resulting from the actions or other omissions of HOSPITAL in connection with HOSPITAL's operations or its services under this Agreement.

D. PLAN Indemnification. PLAN agrees to indemnify, defend and hold harmless HOSPITAL, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with PLAN's operations or its services hereunder. This provision is not intended to nor shall it be construed to require PLAN to indemnify HOSPITAL for any HOSPITAL liability independent of that of PLAN, nor to cause PLAN to be subject to any liability to any third party (either directly, or as an indemnitor of HOSPITAL or its agents, officers, and employees) in any case where PLAN liability would not otherwise exist. Rather, the purpose of this provision is to assure that HOSPITAL and its agents, officers, and employees, will be provided with indemnification for and a defense to any vicarious or other indirect liability or claim against HOSPITAL or such agents, officers, or employees resulting from the actions or other omission of PLAN in connection with PLAN's operations or its services (including utilization review services) under this Agreement.

ARTICLE VIII
RECORDS, AUDITS, AND REPORTS

A. Inspection Rights

(1) HOSPITAL shall make all of its books and records, pertaining to the goods and services furnished under the terms of this Agreement, available for inspection, examination or copying:

(a) By the PLAN, all applicable county, state and federal agencies, and self regulatory agencies.

(b) At all reasonable times at the HOSPITAL or at such other mutually-agreeable location in California.

(c) In a form maintained in accordance with the general standards applicable to such book or recordkeeping.

(d) For a term of at least five (5) years from the close of the state's fiscal year in which this Agreement was in effect.

(2) These audits or reviews may evaluate the following pertinent to Participants:

(a) Level and quality of care, and the necessity and appropriateness of the services provided.

(b) Internal procedures for assuring efficiency, economy, and quality of care.

(c) Grievances relating to medical care and their disposition.

(d) Financial records when determined necessary by the PLAN to assure accountability for public funds.

(3) The parties agree that the purpose of the audits and reviews authorized by this Paragraph VIII A is solely to assess the HOSPITAL and HOSPITAL's subcontract's compliance with the terms and conditions of this Agreement.

(4) HOSPITAL does not waive the provisions of Evidence Code 1157 with regard to Medical Staff records.

B. Records to be Kept; Audits or Review; Availability; Period of Retention.

(1) HOSPITAL shall maintain books, records, documents, and other evidence, using accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement in accordance with generally accepted accounting principles.

(2) HOSPITAL shall maintain the above information in accordance with Medicare principles of reimbursement, and shall be consistent with the requirements of the California Health Facilities Commission. In cases where any of the above requirements are in conflict, HOSPITAL's compliance with any one of such requirements is sufficient.

(3) HOSPITAL shall maintain medical records required by Sections 70747-70751 of Title 22 of the California Code of Regulations, and other records related to a Participant's eligibility for services, the service rendered, the Participant to whom the service was rendered, the date of the service, the medical necessity of the service and the quality of the service provided. Records shall be maintained in accordance with Section 51476 of Title 22 of the California Code of Regulations, and the provisions of the Knox-Keene Health Care Service Plan Act of 1975, as amended, and the regulations promulgated thereunder. Such Obligations shall not be terminated upon termination of this Agreement.

C. HOSPITAL's Subcontracts. HOSPITAL shall maintain and make available to PLAN, San Mateo County, and all applicable state and federal agencies, and self regulatory agencies, upon written request, copies of all subcontracts for the performance of any of HOSPITAL's obligations under this Agreement. HOSPITAL shall further assure that all subcontracts entered into from the effective date of this Agreement shall require that the subcontractor:

(1) Make all applicable books and records available at all reasonable times for inspection, examination, or copying by the PLAN, San Mateo County, all applicable state and federal agencies, and self regulatory agencies.

(2) Retain such books and records for a term of five (5) years from the close of the state's fiscal year in which the subcontract became effective.

D. Confidentiality of Participant Information. Notwithstanding any other provision of this Agreement, names of Participants hereunder are confidential and are to be protected from unauthorized disclosure in accordance with state and federal laws. For the purpose of this Agreement, all information, records, date, and data elements collected and maintained for the operation of the Agreement and pertaining to Participants shall be protected by the HOSPITAL from unauthorized disclosure.

E. Third-Party Liability. HOSPITAL shall report to PLAN, when HOSPITAL discovers that Benefits rendered either directly by HOSPITAL or through the instrumentality of a HOSPITAL subcontractor

are covered, in whole or in part, by workers' compensation, tort liability, or casualty insurance.

ARTICLE IX
PATIENT RIGHTS

A. Patient Rights. The HOSPITAL or any subcontractor performing the obligations of the HOSPITAL pursuant to the terms of this Agreement shall adopt and post in a conspicuous place a written policy on patient's rights in accordance with Section 70707 of Title 22 of the California Code of Regulations.

ARTICLE X
TERM, TERMINATION, AND EFFECT OF TERMINATION

A. Term. The term of this Agreement shall commence on January 1, 2013 and shall terminate on December 31, 2013. This Agreement will automatically renew for successive twelve (12) month periods on the same terms and conditions (including subsequent amendments) unless terminated pursuant to the terms of this Agreement.

B. Termination Without Cause. HOSPITAL or PLAN may terminate this Agreement without cause upon providing the other party with ninety (90) days prior written notice.

C. Termination for Material Breach. Either party shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the other party if the party to whom such notice is given is in material default under this Agreement. The party claiming the right to terminate hereunder shall set forth in the notice of intended termination required hereby the effective date of such termination and the facts underlying its claim that the other party is in breach of this Agreement. If HOSPITAL or PLAN remedies such alleged breach within twenty (20) days of the receipt of such notice, the Agreement shall remain in effect for the remaining term and such termination notice shall no longer be in effect. Notwithstanding the other provisions of this paragraph, the PLAN may immediately suspend this Agreement pending completion of applicable termination procedures, if PLAN makes a reasonable determination, supported by written findings, that the health and welfare of Participants is jeopardized by continuation of the Agreement.

D. Termination Based upon Unforeseen Events. In the event there are (1) changes effected in the PLAN's contract with San Mateo County, or (2) changes effected in San Mateo County ACE

Program, or (3) substantial changes in public or private health and/or hospital care insurance programs or policies which will have a material detrimental financial effect on the operations of HOSPITAL or PLAN, HOSPITAL or PLAN may terminate this Agreement upon providing the other party with thirty (30) days prior written notice. In any case where such notice is provided, both parties shall negotiate in good faith during such thirty (30) day period in an effort to develop a revised Agreement, which, to the extent reasonably practicable, under the circumstance, will adequately protect the interests of both parties in light of the governmental program or private insurance policy changes which constituted the basis for the exercise of this termination provision.

E. Termination for Insufficient Provider Participation. If, for any reason, PLAN is unable to enter into or maintain service contracts with sufficient numbers of Physicians on the Medical Staff of Participating Hospitals to assure adequate Participant access to needed Covered Services, the PLAN may terminate this Agreement upon thirty (30) days written notice to HOSPITAL.

F. Termination by U.S. Department of Health and Human Services or San Mateo County. If the qualification of HOSPITAL under the Federal Social Security Act is terminated or ceases for any reason or if the PLAN's ACE Program contract with the County of San Mateo is terminated or ceases for any reason, PLAN shall give HOSPITAL immediate written notice of the foregoing termination(s) and this Agreement shall terminate in accordance with the terms under D of this Article.

G. Effect of Termination. As of the date of termination pursuant to any provision of this Agreement, this Agreement shall be of no further force or effect whatsoever, and each of the parties hereto shall be relieved and discharged herefrom, except that PLAN shall remain liable for all Benefits rendered to Participants up to the date of termination and for any Benefits rendered hereunder after such date until such time as appropriate transfer (or other medically acceptable disposition) of Participants receiving inpatient services as of the date of termination is achieved.

H. Termination for Interruption. PLAN may terminate Agreement upon ten (10) days written notice pursuant to Article XI A.

I. Amendments to Avoid Termination. If the provisions of Article X D of this Agreement are invoked, the party who invokes them shall make all reasonable efforts, if so requested by the other party, to negotiate amendments to this Agreement which will bring the terms of the Agreement in compliance with such statute, regulation, or judicial decision.

ARTICLE XI
INTERRUPTIONS

A. Cause Beyond Control of HOSPITAL. In the event the operations of HOSPITAL's facilities, or any substantial portion thereof, are interrupted by war, fire, insurrection, riots, the elements, earthquakes, acts of God, or without limiting the foregoing, any other cause beyond the control of HOSPITAL, the HOSPITAL shall be relieved of its obligations with respect to the provisions of this Agreement (or such portions hereof which HOSPITAL is thereby rendered incapable of performing) for the duration of such interruptions. Nothing contained herein shall be construed to limit or reduce PLAN's obligation to pay HOSPITAL for Benefits rendered to Participants prior to or subsequent to an event described herein. Should a substantial part of the services which HOSPITAL has agreed to provide hereunder be interrupted for a period in excess of thirty (30) days, PLAN shall have the right to terminate this Agreement upon providing ten (10) days prior written notice to HOSPITAL.

ARTICLE XII
GENERAL PROVISIONS

A. Applicability of State and Federal Laws and Regulations. This Agreement shall be governed and construed in accordance with the laws of the State of California and of the United States and ordinances and policies of San Mateo County. Any provision of this Agreement which is in conflict with, or does not conform to applicable State or Federal statutes or regulations promulgated pursuant thereto, or to applicable San Mateo County ordinances and policies, shall be amended to conform to the requirements of such statutes or regulations.

B. Severability. In the event any provision of this Agreement is rendered invalid or unenforceable by Act of Congress, by statute of the State of California, by any regulation duly promulgated by the United States or the State of California in accordance with law or is declared null and void by any court of competent jurisdiction, the remainder of the provisions hereof shall remain in full force and effect.

C. Limitation of Severability. In the event the removal of a provision rendered invalid or unenforceable or declared null and void has the effect of materially altering the obligations of either party in such manner as to cause serious financial hardship to such party, the party so affected shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the other party.

ARTICLE XIII
GRIEVANCES AND APPEALS

A. Resolution of Member and Provider-Initiated Grievances or Appeals. The Hospital agrees that all disputes or disagreements between the Hospital and the PLAN or the Member shall be resolved in accordance with the HPSM Provider Manual and PLAN policies. PLAN retains

responsibility for grievance and appeals resolution and does not delegate it to Hospital. Hospital agrees to cooperate with PLAN in resolving Member grievances and/or appeals related to the Hospital. PLAN will bring to the Hospital's attention all Member complaints involving Hospital. Hospital will, in accordance with PLAN approved procedures, investigate such complaints and use their best efforts to resolve them in a fair and equitable manner that is acceptable to PLAN. Hospital agrees to notify PLAN promptly of any action taken or proposed with respect to the resolution of such complaints and the avoidance of similar complaints in the future. Hospital shall promptly make available to PLAN, any and all records, notes, and documents or other information regarding Hospital's dispute resolution mechanism and the resolution of any and all disputes with Members.

ARTICLE XIV
MISCELLANEOUS

A. Time of the Essence. Time shall be of the essence of each and every term, obligation, and condition of this Agreement.

B. Entire Agreement. This Agreement (together with all Exhibits hereto) contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. It is the express intention of HOSPITAL and PLAN that any and all prior or contemporaneous agreements, promises, negotiations or representations, either oral or written, relating to the subject matter and period governed by this Agreement which are not expressly set forth herein shall be of no further force, effect or legal consequence after the effective date hereunder.

C. Amendments. This Agreement and any Exhibits hereto may be amended only by an instrument in writing, duly executed by both parties hereto.

D. Waivers. No obligation under this Agreement or an Exhibit hereto may be waived by any party hereto except by an instrument in writing, duly executed by the party waiving such obligations. All manners shall specify the provisions being waived, and no waiver of any provision of this contract extends or implies the extension of the waiver to any other provisions of this Agreement unless so specified in writing.

E. Independent Contractors. PLAN and HOSPITAL hereby acknowledge that they are independent contractors and neither is an officer, agent or employee of the other for any purpose.

F. Counterparts. This agreement may be executed in counterparts, each of which shall be considered to be an original; however, all such counterparts shall constitute but one and the same Agreement.

G. Headings. The headings or titles of articles and sections contained in this Agreement are intended solely for the purpose of facilitating reference, are not a part of the Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

H. Inurement. This Agreement shall be binding upon all assignees, heirs and successors-in-interest of either party.

I. Assignment. Neither PLAN nor HOSPITAL shall assign this Agreement without the written consent of the other party.

ARTICLE XV
NOTICES

A. Any notice required to be given pursuant to the terms and provisions hereof, unless otherwise indicated herein, shall be in writing and shall be sent by certified, registered or express mail, courier services (Airborne, Federal Express, UPS, etc.), or other means which can provide written proof of delivery, and shall be deemed given two (2) days after the date of mailing unless written proof indicates differently, and is to be addressed as follows:

PLAN at:
Health Plan of San Mateo

701 Gateway Blvd., Suite 400
South San Francisco, CA 94080
Attn: Maya Altman

and

Seton Medical Center/DCHS:
Gaynor B. Rabin
Vice President
Managed Care Contracting and Payor Relations
Daughters of Charity Health System
595 E. Colorado Blvd., Suite 205
Pasadena, CA 91101

SAN MATEO COMMUNITY HEALTH AUTHORITY

By: [redacted]
Date: 8/29/13
Title: CEO

HOSPITAL: Seton Medical Center

By. [redacted]
Date: 8/27/13
Title: VP, Managed Care Contracting & Payor Relations

LIST OF EXHIBITS

1. SAN MATEO ACE PROGRAM PARTICIPANT HANDBOOK

2. REIMBURSEMENT ADDENDUM

3. PROCESS FOR EMERGENCY OR POST-STABILIZATION SERVICES PROVIDED TO A MCE PARTICIPANT

EXHIBIT 1

SAN MATEO ACE PROGRAM PARTICIPANT HANDBOOK

EXHIBIT 2

REIMBURSEMENT ADDENDUM

A. **HOSPITAL Inpatient Service Reimbursement**

(1) PLAN shall pay HOSPITAL the following all-inclusive rates per day for admissions as follows:

(a)	Acute Medical/Surgical Day	$1802.50
(b)	ICU Heart Day	$2214.50
(c)	ICU Burn Day	$2214.50

(2) The all-inclusive per diem rates, as described above, are to be the only payments made by PLAN to HOSPITAL for inpatient services provided to Participants except where otherwise provided hereunder. HOSPITAL shall not seek payment from an ACE Program Participant for any deductibles, copayments, or coinsurance for Covered Services.

(3) Plan shall pay HOSPITAL the appropriate Medicare DRG rate for the following cardiovascular DRGs:

216 CARDIAC VALVE & OTH MAJ CARDIOTHORACIC PROC W CARD CATH W MCC
217 CARDIAC VALVE & OTH MAJ CARDIOTHORACIC PROC W CARD CATH W CC
219 CARDIAC VALVE & OTH MAJ CARDIOTHORACIC PROC W/O CARD CATH W MCC
220 CARDIAC VALVE & OTH MAJ CARDIOTHORACIC PROC W/O CARD CATH W CC
221 CARDIAC VALVE & OTH MAJ CARDIOTHORACIC PROC W/O CARD CATH W/O CC/MCC
222 CARDIAC DEFIB IMPLANT W CARDIAC CATH W AMI/HF/SHOCK W MCC
223 CARDIAC DEFIB IMPLANT W CARDIAC CATH W AMI/HF/SHOCK W/O MCC
224 CARDIAC DEFIB IMPLANT W CARDIAC CATH W/O AMI/HF/SHOCK W MCC
226 CARDIAC DEFIBRILLATOR IMPLANT W/O CARDIAC CATH W MCC
227 CARDIAC DEFIBRILLATOR IMPLANT W/O CARDIAC CATH W/O MCC
228 OTHER CARDIOTHORACIC PROCEDURES W MCC
229 OTHER CARDIOTHORACIC PROCEDURES W CC
230 OTHER CARDIOTHORACIC PROCEDURES W/O CC/MCC
231 CORONARY BYPASS W PTCA W MCC
232 CORONARY BYPASS W PTCA W/O MCC
233 CORONARY BYPASS W CARDIAC CATH W MCC
234 CORONARY BYPASS W CARDIAC CATH W/O MCC
235 CORONARY BYPASS W/O CARDIAC CATH W MCC
236 CORONARY BYPASS W/O CARDIAC CATH W/O MCC
237 MAJOR CARDIOVASC PROCEDURES W MCC
238 MAJOR CARDIOVASC PROCEDURES W/O MCC
242 PERMANENT CARDIAC PACEMAKER IMPLANT W MCC

243 PERMANENT CARDIAC PACEMAKER IMPLANT W CC
244 PERMANENT CARDIAC PACEMAKER IMPLANT W/O CC/MCC
246 PERC CARDIOVASC PROC W DRUG-ELUTING STENT W MCC OR 4+ VESSELS/STENTS
247 PERC CARDIOVASC PROC W DRUG-ELUTING STENT W/O MCC
248 PERC CARDIOVASC PROC W NON-DRUG-ELUTING STENT W MCC OR 4+ VES/STENTS
249 PERC CARDIOVASC PROC W NON-DRUG-ELUTING STENT W/O MCC
250 PERC CARDIOVASC PROC W/O CORONARY ARTERY STENT W MCC
251 PERC CARDIOVASC PROC W/O CORONARY ARTERY STENT W/O MCC
252 OTHER VASCULAR PROCEDURES W MCC
253 OTHER VASCULAR PROCEDURES W CC
262 CARDIAC PACEMAKER REVISION EXCEPT DEVICE REPLACEMENT W/O CC/MCC
264 OTHER CIRCULATORY SYSTEM O.R. PROCEDURES
280 ACUTE MYOCARDIAL INFARCTION, DISCHARGED ALIVE W MCC
281 ACUTE MYOCARDIAL INFARCTION, DISCHARGED ALIVE W CC
282 ACUTE MYOCARDIAL INFARCTION, DISCHARGED ALIVE W/O CC/MCC
284 ACUTE MYOCARDIAL INFARCTION, EXPIRED W CC
286 CIRCULATORY DISORDERS EXCEPT AMI, W CARD CATH W MCC
287 CIRCULATORY DISORDERS EXCEPT AMI, W CARD CATH W/O MCC
291 HEART FAILURE & SHOCK W MCC
292 HEART FAILURE & SHOCK W CC
293 HEART FAILURE & SHOCK W/O CC/MCC
296 CARDIAC ARREST, UNEXPLAINED W MCC
305 HYPERTENSION W/O MCC
307 CARDIAC CONGENITAL & VALVULAR DISORDERS W/O MCC
308 CARDIAC ARRHYTHMIA & CONDUCTION DISORDERS W MCC
309 CARDIAC ARRHYTHMIA & CONDUCTION DISORDERS W CC
310 CARDIAC ARRHYTHMIA & CONDUCTION DISORDERS W/O CC/MCC
312 SYNCOPE & COLLAPSE
313 CHEST PAIN
315 OTHER CIRCULATORY SYSTEM DIAGNOSES W CC

If a DRG is not listed above, payment shall be made in accordance with the per diem payment rates.

B. Hospital Outpatient Services Reimbursement

PLAN shall pay HOSPITAL for those Outpatient Services, excluding physician services, provided to Participants, and for which approved claims have been submitted by HOSPITAL at the prevailing state Medi-Cal Outpatient Service reimbursement rates for services or PLAN's payment rate, whichever is higher. HOSPITAL shall not seek payment from an ACE Program Participant for any deductibles, copayments, or coinsurance for Covered Services

C. Emergency and Required Post-stabilization Services Reimbursement for MCE

For MCE participants only, the PLAN shall pay Hospital for those Emergency and Required Post-stabilization services, provided to Participants, providing that notification of such services was

made to the PLAN within 24 hours of admission or on the first business day following a weekend for the following amount:

-Except for covered inpatient hospital services, the PLAN will pay 30 percent of the applicable regulatory fee-for-service rate under the California State Plan (excluding any supplemental payments) for emergency and post-stabilization services.

HOSPITAL shall not seek payment from a MCE Program Participant for any deductibles, copayments, denied payments, or coinsurance of Covered Services.

EXHIBIT 3

PROCESS FOR EMERGENCY OR POST-STABILIZATION SERVICES PROVIDED TO A MCE PARTICIPANT

1. HOSPITAL will contact PLAN at (650) 616-2070 within 24 hours of ED visit or ED admission of a MCE participant.

2. PLAN has an after hours message informing HOSPITAL that services, provided in the Emergency Department or in an inpatient hospital setting for post-stabilization of care to a MCE participant, require fax notification to PLAN. HOSPITAL is required to fax PLAN, at (650) 829-2021, notification with the hospital admission face sheet and admit order or ED registration record notification, as appropriate, within 24 hours of the ED visit or emergent acute care admission.

3. MCE participants stable for transfer shall be transferred back to San Mateo Medical Center (SMMC) 24/7/365. HOSPITAL shall note date and time of communication with SMMC and repatriation outcome by fax communication to PLAN.

4. PLAN will require an authorization extension and continue stay review on the first business day immediately following HOSPITAL admission. HOSPITAL may call PLAN's Health Services Department at (650) 616-2070 to establish continued stay review and authorization.

5. Failure to notify PLAN within 24 hours and/or adhering to PLAN's protocol for approval of ED service or post-stabilization of care admission will result in denial of payment for services.

1X

Memorandum of Understanding
Between
Health Plan of San Mateo
And
Seton Medical Center

This Memorandum of Understanding ("MOU") is entered into effective February 5, 2019,, by and between **Seton Medical Center** ("FACILITY"), and the San Mateo Health Commission, a public corporation, dba Health Plan of San Mateo ("HPSM"). The parties agree as follows:

WHEREAS, the parties have a Medical Services Agreement to provide HPSM members with access to FACILITY's health care services; and

WHEREAS, the parties share an interest in having FACILITY participate in HPSM's LTC Partnership program focused on developing a community of practice to coordinate and integrate services for HPSM members and collaborate with other facilities on best practices; and

WHEREAS, by participating in HPSM's LTC Partnerships program FACILITY will support the goals of the program, including the development of targets for access and quality of care, staff engagement and retention, the exploration of new payment models; and

WHEREAS, the models, systems and standards developed jointly by HPSM and FACILITY, along with other program participants, will subsequently serve to drive best practices in long-term care throughout San Mateo County;

NOW, THEREFORE, HPSM and FACILITY hereby agree as follows:

1. FACILITY responsibilities:
    a. Identify at least five team members to participate in the LTC Partnership program, including the following roles:
        i. Direct caregivers, clinical lead, operations or social services lead, staff engagement lead, and Executive Sponsor
    b. Ensure the participation of all team members in the following LTC Partnership program:
        i. Three half-day quarterly meetings;
        ii. Presentation of agreed upon reporting metrics at each of the three half-day meetings;
        iii. Participation in activities in between meetings to further the learning, including hosting onsite visits for HPSM staff and other facilities if requested and with prior notice;
        iv. Participation in separate payment sub-group meetings by the Executive Sponsor or his or her designees.
    c. Deliver the following to HPSM
        i. Reporting metrics one week prior to the scheduled quarterly session.

2. HPSM responsibilities:
    a. HPSM will make payment of $20,000 to FACILITY for up to three quarters starting in the first quarter of 2019 that FACILITY participates fully by meeting the requirements in Section 1;
    b. HPSM will provide the conference room, materials, equipment, and training for the LTC Partnership program;
    c. If program funds are available, HPSM may offer a one-time stipend of up to $5,000 to FACILITY for team attendance at a local, regional, or national conference or training on best practices in skilled nursing and long-term care. Payment is inclusive of all event costs, such as airfare, hotel, food and conference registration. No submission of receipts or documentation of expenses is required.
3. Term. The MOU is effective as of the date below for eight months until October 1, 209, unless terminated earlier as specified below.
4. Termination Without Cause. Either party may terminate this MOU at any time without cause upon thirty (30) days' written notice provided that any obligation for payment from HPSM upon termination is contingent upon Facility fully participating in any quarter's activities described in Section 2a.
5. Assignment. FACILITY shall have the right at any time to assign, delegate or in any manner transfer all or any portion of its interests, obligations or duties under this MOU to any entity without the consent of HPSM.

IN WITNESS WHEREOF, HPSM and FACILITY have duly executed this MOU to be effective as of February 5, 2019.

FACILITY

Executed by:

[redacted]

Authorized Signature

Mark S. Fratzke CEO

(Print Name and Title)

Date 2-5-19

HPSM

Executed by:

[redacted]

Authorized Signature

Lia Vedovini - Interim CFO

(Print Name and Title)

Date 2/27/2019

TAX ID: 91-2154441
NPI: 1679608640

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CARE ADVANTAGE

HOSPITAL SERVICE AGREEMENT

BETWEEN

SAN MATEO HEALTH COMMISSION, d.b.a. HEALTH PLAN OF SAN MATEO

AND

Seton Medical Center

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CARE ADVANTAGE

HOSPITAL SERVICE AGREEMENT

BETWEEN

SAN MATEO HEALTH COMMISSION, d.b.a. PLAN OF SAN MATEO

AND

Seton Medical Center

2006 ~~2005,~~ THIS AGREEMENT is made and entered into as of the 1ST day of January by and between San Mateo Health Commission, d.b.a. Health Plan of San Mateo ("PLAN"), an independent public agency established by the San Mateo County Board of Supervisors pursuant to WIC section 14087.51, hereinafter called "PLAN and **Seton Medical Center**, ("Hospital"), a hospital licensed under the laws of the State of California.

RECITALS

A. PLAN is licensed as a Health Care Service Plan under the Knox-Keene Health Care Service Plan Act of 1975 as amended ("Knox-Keene Act").

B. PLAN intends to operate a Medicare Advantage Plan ("Care Advantage") pursuant to the Balanced Budget Act of 1997 ("BBA") and to offer a prepaid health benefits plan to individuals covered under the federal Medicare program.

C. Hospital desires to provide certain Covered Services to Members under the terms and conditions set forth herein.

D. PLAN desires to enter into an agreement with Hospital obligating Hospital to provide certain Covered Services for Members of PLAN.

E. PLAN and Hospital mutually desire to preserve and enhance patient dignity.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein stated, it is agreed by and between the parties hereto as follows:

I. DEFINITIONS

1.1 **"CMS"** will mean the Centers for Medicare and Medicaid Services, which is the agency of the federal government responsible for administration of the Medicare program including PLAN's Care Advantage Program.

1.2 **"Case Management"** shall mean the coordination and follow up by the Primary Care Physician, of all services deemed necessary to provide the Member with a plan of medically necessary and appropriate health care.

1.3 **"Commission"** shall mean the San Mateo Health Commission.

1.4 **"Contracted Hospital"** means a licensed hospital which has entered into an agreement with the PLAN to provide Covered Services to Members.

1.5 **"Contracted Medical Group"** means a medical group or independent practice association which has entered into an agreement with the PLAN to provide Covered Services to Members.

1.6 **"Contracted Physician"** means a physician who is duly licensed to practice medicine or osteopathy under California law and who has contracted with the PLAN or is employed or contracts with a Contracted Medical Group to provide Covered Services to Members.

1.7 **"Contracted Provider"** means a Contracted Physician, Contracted Hospital, Contracted Medical Group or other licensed health facility or health professional which has entered into an agreement with a Plan or PLAN to provide Covered Services to Members.

1.8 **"Copayment and Deductible"** mean those charges for Covered Services which shall be collected directly by PCP from Member in accordance with the Member's Evidence of Coverage.

1.9 **"Copayment"** will mean those charges for Covered Services payable by Member to providers of service in accordance with the Evidence of Coverage.

1.10 **"Covered Services"** will mean those health care services that are benefits under PLAN's Care Advantage Program as described in the Evidence of Coverage. They include, but are not limited to, services provided during the entire inpatient hospitalization stay as well as outpatient, ancillary and emergency services provided within seventy-two (72) hours on an inpatient admission.

1.11 **"Downstream Entity"** shall mean all Participating Providers or other entities contracted or subcontracted with Hospital, including but not limited to individual physicians, ancillary providers, subcontracted administrative services vendors, third party administrators or management companies as defined by CMS and the Care Advantage regulations.

1.12 **"Emergency Medical Condition"** shall mean a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in (1) serious jeopardy to the health of the individual or, in the case of a pregnant woman, the health of the woman or her unborn child; or (2) serious impairment to bodily functions; or (3) serious dysfunction of any bodily organ or part.

1.13 **"Emergency Services"** shall mean those medical and hospital services required that are (i) furnished by a physician qualified to furnish emergency services; and/or (ii) needed to evaluate or stabilize an Emergency Medical Condition.

1.14 **"Evidence of Coverage"** means the document issued by PLAN to a Member that sets forth the PLAN's Covered Services.

1.15 **"Group Physician"** will mean a Physician who is employed by or under contract to provide services to Physician Group.

1.16 **"Hospital Service"** will mean those institutional and other services which Hospital will provide, either directly or by arrangement, to Members. Hospital will only be responsible for the provision of services available at Hospital. Such services will be listed in Attachment A.

1.17 **"Medically Necessary"** means health care services that are consistent with generally accepted principles of professional medical practice as determined by whether: (1) the service is the most appropriate available supply or level of service for the insured in question considering potential benefits and harms to the individual; (2) is known to be effective, based on scientific evidence, professional standards and expert opinion, in improving health outcomes; or (3) for services and interventions not in widespread use, is based on scientific evidence."

1.18 **"Member"** shall mean a Medicare beneficiary who is enrolled in the PLAN's Care Advantage plan who is entitled to receive Covered Services.

1.19 **"Non-Covered Services"** will mean those services which are not benefits under the Care Advantage Program in accordance with the Evidence of Coverage and applicable state and federal laws and regulations.

1.20 **"Non-Participating Provider"** will mean an institutional, professional or other provider of health care services who has not entered into an agreement with PLAN, either directly or through another organization, to provide Covered Services to Members.

1.21 **"Other Services Provider"** means a Contracted Provider who is professionally qualified to practice his/her designated specialty, whose agreement with PLAN includes responsibility for providing Covered Services in his/her designated specialty, but whose professional qualifications do not require approval by the Medical Board of California or the California Board of Osteopathic Examiners.

1.22 **"Participating Provider"** will mean an institutional, professional or other provider of health care services who has entered into an agreement, either with PLAN, Physician Group or through an agreement with another organization, to provide Covered Services to Members.

1.23 **"Per Diem"** will mean payment for a day of service in which an Member occupies an inpatient acute care bed for a period of 24 hours, or where a Member is admitted and discharged within the same day, provided, however, that the admission and discharge are not within twenty-four (24) hours of a prior discharge from the Hospital. Any observation stay which is twenty-four (24) hours or more will be considered a medical/surgical Per Diem stay.

1.24 **"Physician"** will mean a person with an unrestricted license to practice medicine or osteopathy by the State of California.

1.25 **"Physician Group"** will mean a partnership, association, corporation or other legal entity which is under contract with PLAN to deliver or arrange for the delivery of health services and which has entered into written service agreements with health professionals, a majority of which are licensed to practice medicine or osteopathy, and which meets the requirements set forth in 42 CFR Public Health 422.208(a) of the Social Security Act.

1.26 **"Plan Physician"** will mean a Physician who is under contract with PLAN, either directly or through a contract with a Physician Group or other organization, to provide professional Covered Services to Members. Plan Physician shall also mean a Physician or

other health professional who acts on behalf of, at the request of, or under the supervision of a licensed Physician who is a Plan Physician.

1.27 **"Primary Care Physician (PCP)"** means a Contracted Physician selected by a Member to render first contact medical care and to provide Primary Care Services. PCPs may include internists, pediatricians, family practitioners, obstetricians/ gynecologists and general practitioners.

1.28 **"Provider Manual"** shall mean that document, as amended from time to time, which is prepared by the PLAN and given to Hospital. The Provider Manual will describe PLAN's policies and procedures as they affect Providers.

1.29 **"RBRVS"** (Resource-Based Relative Value Scale) means the current year's physician compensation schedules published by the United States Centers for Medicare and Medicaid Services ("CMS"), which are used by CMS to reimburse those physicians Contracted in the Federal Medicare Program ("Medicare").

1.30 **"Referral"** means the process by which a Contracted Physician directs a Member to a Contracted Provider.

1.31 **"Referral Provider"** means a Contracted Physician who is professionally qualified to practice his/her designated specialty and whose agreement with PLAN includes responsibility for providing Covered Services in his/her designated specialty.

1.32 **"Service Area"** will mean the geographic area that is within a thirty (30) air mile radius of Hospital.

1.33 **"Skilled Nursing Facility (SNF)"** is an institution or a distinct part of an institution, such as a skilled nursing home or rehabilitation center, which is primarily engaged in providing skilled nursing care and related services for residents who require medical or nursing care; or rehabilitation services for the rehabilitation of injured, disabled, or sick persons, and meets the requirements for participation in §1819 of the Social Security Act and in regulations in 42 CFR part 483, subpart B.

1.34 **"Urgent Care"** will mean Covered Services required to prevent deterioration of an Member's health that results from an unforeseen illness or injury.

1.35 **"Utilization Management Plan"** will mean the programs and processes established and carried out by PLAN, Hospital and Plan Physicians, and approved by PLAN, to evaluate, authorize and monitor the utilization of Covered Services provided to Members.

II. HOSPITAL OBLIGATIONS

2.1 Accessibility of Care. Hospital agrees that, to the extent feasible, Covered Services provided by it will be made available and accessible to Members promptly and in a manner which ensures continuity of care.

2.2 CMS Participation Requirements. Hospital is prohibited from employing or contracting with a provider who is excluded from participating in Medicare for the provision of

any of the following: healthcare services, utilization review services, medical social work services and administrative services.

2.3 **Collection of Copayments and Deductibles from Members.** Hospital shall collect applicable Copayments and/or deductible amounts from Members upon the rendition of service. Such amounts shall be retained by Hospital.

2.4 **Compliance.** Hospital will use reasonable efforts to ensure that any Downstream Entity comply with State and Federal laws and regulations. Hospital shall include in its contracts with any Downstream Entity all provisions required by Federal and State laws, including the BBA and related regulations. Hospital shall ensure that all contracts with any Downstream Entity comply with all applicable Care Advantage regulations as described in this Agreement and as outlined in the Provider Manual, as a condition for continued participation in the PLAN's Care Advantage plan.

Hospital understands that payments made by PLAN are, in whole or in part, derived from Federal funds, and therefore Hospital and any Downstream Entity are subject to certain laws that are applicable to individuals and entities receiving Federal funds. Hospital agrees to comply with all applicable Federal laws, regulations, reporting requirements and CMS instructions including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act, and to require any Downstream Entity comply accordingly. Hospital agrees to include the requirements of this section in its contracts with any Downstream Entity.

2.5 **Member Grievances.** PLAN retains responsibility for grievance resolution and does not delegate it to Hospital. Hospital agrees to cooperate with PLAN in resolving Member grievances related to Hospital. PLAN will bring to the Hospital's attention all Member complaints involving Hospital and Hospital will, in accordance with its regular procedure, investigate such complaints and use its best efforts to resolve them in a fair and equitable manner. Hospital will use reasonable efforts to notify PLAN promptly of any action taken or proposed with respect to the resolution of such complaints and the avoidance of similar complaints in the future.

2.6 **PLAN Liaison.** Hospital agrees to designate an individual(s) who will assume the day-to-day responsibilities with regard to Hospital's obligations hereunder and to serve as liaison with PLAN. Such individual will also be responsible for responding promptly to an Member's grievance.

2.7 **Hospital Services.** Hospital agrees to provide or arrange for the provision of the Hospital Services to Members of PLAN.

2.8 **Identification of Hospital.** Hospital agrees that PLAN may list its name, address, telephone number and a description of its facilities and services in PLAN's roster of participating hospitals that is given to Members and prospective Members, and may use Hospital's name for advertising/marketing purposes. The use of Hospital's trademarks or logos by PLAN without Hospital's prior written approval is prohibited.

2.9 **Non-Discrimination.** Hospital agrees: (1) not to differentiate or discriminate in his/her provision of Covered Services to Members because of race, color, national origin, ancestry, religion, sex, health status, marital status, sexual orientation, age, or other protected classes according to federal and state law; and (2) to render Covered Services to Members in the same manner, in accordance with the same standards and within the same time availability

as offered to non-Members consistent with existing medical/ethical/legal requirements for providing continuity of care to any patient.

2.10 **Private Contract.** Hospital understands that PLAN is prohibited by CMS from including in its provider network, any provider that has entered into a private contract with a Medicare beneficiary (excludes fee-for-service Medicare beneficiary for the provision of Covered Services). In such an event, PLAN reserves the right to exclude any such provider from its provider network.

2.11 **Quality Improvement Programs.** PLAN retains responsibility for quality improvement. Hospital agrees to comply with PLAN's quality improvement program. PLAN's quality improvement program shall be developed in consultation with its Participating Providers to ensure that practice guidelines of quality improvement and quality management pursuant to CMS regulations and instructions are met.

Hospital and its Downstream Entities shall fully cooperate with and participate in PLAN's quality improvement program and procedures as described in the Provider Manual. Hospital shall immediately notify PLAN of those Members and cases which fall within the catastrophic and targeted case management guidelines set forth in the Provider Manual and shall cooperate with PLAN's case management program for catastrophic and targeted cases. Hospital and Participating Providers shall comply with PLAN's Medical Policy. Hospital shall comply with and accept as final, the decisions of the PLAN quality improvement program, and pending resolution of any dispute through the dispute resolution process, comply with the decisions of the PLAN quality improvement program.

2.12 **Provider Terminations.** In the event a provider intending to become a Participating Provider is denied a contract with Hospital or a Participating Provider is suspended or terminated for cause, Hospital shall provide the provider with written notice of the reason for the action as required by Federal law, including any standards and profiling data Hospital used to evaluate the provider, the number and mix of similar health care providers that Hospital needs (if applicable), and notice of the provider's right to appeal the action, including notice of the process and timing to request a hearing. In the event Hospital terminates a contract with a Participating Provider for deficiencies in the quality of care provided, Hospital shall give notice of the action to the appropriate licensing and disciplinary bodies.

2.13 **Prohibited Interference With Enrollment Relationships.** Hospital agrees that it will not: (a) violate any laws and regulations governing the solicitation of PLAN members; (b) encourage or seek to have an Member disenroll from PLAN and/or enroll in (i) a health maintenance organization, including one in which Hospital has an ownership interest, (ii) another managed care plan, (iii) a case management arrangement, or (iv) any other similar arrangement, including any other arrangement in which Hospital has a direct or indirect ownership interest (collectively referred to as "Alternative Care Plan"); and/or (c) interfere with the enrollment of PLAN Members. Any such activity would constitute a material breach of this contract. The provisions of this Section shall apply to all Hospital employees and subsidiaries of Hospital, including any such arrangements established after the Effective Date of this Agreement. Nothing in this Section shall prohibit Hospital from providing information to the public as to its affiliation with an Alternative Care Plan, so long as such activities do not include any of the prohibited activities set forth above. Both parties agree that if a dispute arises as to whether there has been a breach of this Section it shall be resolved in accordance with the dispute resolution section of this Agreement, set forth in Article XIII.

2.14 **Communications Regarding PLAN.** Hospital agrees that in connection with all actions taken on behalf of Members and in all communications with Members in connection with this Agreement, Hospital shall avoid actions and communications that could or shall undermine the confidence of the Member, a potential Member or the public in PLAN or in the quality of care which PLAN provides. The obligations set forth in this Section shall survive termination of this Agreement.

2.15 **Standards of Care.** Hospital will provide all Hospital Services in accordance with professionally recognized standards of care.

2.16 **State and Federal Site Visits.** Hospital agrees to permit the California Department of Managed Health Care ("DMHC"), CMS and the U.S. Department of Health and Human Services ("HHS") to conduct on-site evaluations of Hospital periodically in accordance with the current state and federal laws and regulations and to comply with the agency's recommendations, if any. Hospital shall give CMS, DMHC, HHS, the U.S. General Accounting Office ("GAO"), any Peer Review Organization ("PRO") or accrediting organizations, their designees, and other representatives of regulatory or accrediting organizations the right to audit, evaluate, inspect books, contracts, medical records, patient care documentation, other records of contractors, subcontractors or related entities for six (6) years following the termination of this Agreement or the completion of an audit, whichever is later unless further extended for the reasons specified in Title 42, Code of Federal Regulations ("42 CFR"), §422.504(e)(4).

2.17 **Transfers.** Hospital agrees to assist in facilitating the transfer of Members to Hospital if determined medically acceptable by attending physicians and the PLAN medical director.

2.18 **Utilization Management Coordinator.** Hospital agrees to designate an individual(s) to assume the day-to-day responsibilities with regard to the Hospital's obligation to prospectively and concurrently review services to Members and to support the Utilization Management Plan as it relates to the services provided to Members assigned to Hospital.

2.19 **Hospital-Based Physician Services.** Hospital shall make best efforts to facilitate that its entire staff of Hospital-based Physicians become Plan Physicians, under contract with PLAN. Except for Emergency Services and Urgent Care, Hospital shall not utilize a non-Plan Physician for Hospital-based Physician services, including, but not limited to emergency medicine, anesthesiology, radiology and pathology services, without the express approval of PLAN's medical director or his designee. In the event an Member needs Hospital-based Physician services and a Plan Physician is not available, Hospital shall contact PLAN's Utilization Management Program to obtain authorization for such services by a non-Plan Physician. Hospital shall make best efforts to ensure that its Hospital-based Physicians comply with the terms and conditions of this Agreement, including participation in PLAN's Utilization Management Program and Quality Management Program.

2.20 **Skilled Nursing Facility and Other Sub-acute Services.** In the event that Hospital contracts with PLAN to provide skilled nursing facility ("SNF") or any other type of sub-acute institutional service to Members, the applicability of which level of care shall be determined by the PLAN's utilization management criteria and the Hospital's case manager, then Hospital's obligation to provide such service(s) shall be binding whether or not Hospital is currently licensed or maintains such licenses to bill Medicare for such services, or has otherwise separately licensed or maintains such separate licenses for the SNF or other contracted for sub-acute institutional services from its acute care beds.

III. PLAN OBLIGATIONS

3.1 **PLAN Services.** PLAN agrees to provide certain consumer and administrative services, including but not limited to processing Member application, maintaining eligibility records and a system of verifying eligibility and processing enrollments and disenrollments through communication with CMS, responding to Member complaints and grievances, informing Members of PLAN policies, providing Members with membership cards and informational material and informing Members of Participating Providers.

3.2 **Orientation.** PLAN agrees to provide orientation and training for Hospital in the application of the policies and procedures of PLAN.

3.3 **Marketing.** PLAN agrees to market Care Advantage program to Medicare beneficiaries.

3.4 **Listing of PLAN.** PLAN agrees that Hospital may list its name, address, telephone number and a description of the PLAN along with other PLANs that use Hospital in Hospital's promotional materials and advertisements. The use of PLAN's trademarks, logos, or other intellectual property by Hospital is prohibited without PLAN's prior written approval.

IV. UTILIZATION MANAGEMENT PROGRAM

4.1 **Non-Emergency Procedures.** Except for Emergency Services and Urgent Care, Hospital agrees to admit Members to Hospital only upon the Referral of a Plan Physician who has medical staff membership and admitting privileges at Hospital, or upon presentation to Hospital of the proper Referral form or authorization information designated by PLAN certifying the Hospital Services and the number of inpatient days authorized under the Utilization Management Program. In the event a PLAN Referral is not presented, Hospital may admit an Member if it verifies prior to admission that the admission is approved by PLAN by telephoning PLAN in accordance with the policies and procedures of PLAN's Utilization Management Program. Plan shall have in place an insurance verification system that allows Hospital to verify insurance 24 hours a day, 7 days a week. PLAN shall provide a tracking number within 72 hours of an emergency admission. This tracking number shall be indicated on the UB-92 Form submitted to PLAN for payment. In the event a PLAN authorization form is not presented and Hospital does not receive authorization from PLAN prior to admission, PLAN shall not pay Hospital for such admission. In the event that Hospital is given incorrect information from the member which leads Hospital to believe that the member is not associated with Plan, Hospital shall not be unduly penalized.

4.2 **Procedures for Emergencies.** In case of Emergency Services or Urgent Care services for which prior authorization has not been received by Hospital, Hospital agrees to contact PLAN by telephone to obtain authorization at the time, or within twenty four (24) hours, of any admission. Hospital shall make best efforts to encourage Members that present themselves to the Emergency Department to contact PLAN for temporary authorization. Hospital further agrees that if services are provided in its emergency room which are neither Emergency Services nor Urgent Care services, as determined by PLAN, PLAN shall not pay Hospital for such services. Hospital agrees that PLAN's Utilization Management staff shall have

access to timely information and documentation in order to enable PLAN to review emergency admissions in order to certify the number of inpatient days authorized under the Utilization Management Program. Hospital agrees that, irrespective of the requirements for authorization of services set forth herein, it will not withhold or delay emergency treatment to Members whose condition, in the judgment of the physician in attendance is a Medical Necessity requiring immediate diagnosis or treatment to prevent death, disability or significant functional impairment. Emergency Services provided within) seventy two (72) hours of inpatient admission will be included in the inpatient case rates.

4.3 **Acceptance of Pre-Admission Testing.** PLAN at its option may elect to arrange for pre-admission diagnostic testing for any elective admissions to the Hospital. Hospital shall accept the results of diagnostic tests performed in accordance with PLAN's arrangements provided that: (i) diagnostic test results are provided to the Hospital at the time of Member's admission; (ii) test results are reported in a format mutually acceptable to PLAN and Hospital; (iii) for diagnostic laboratory tests performed, test results shall be acceptable only if the facility that performed the tests is certified under the federal Clinical Laboratory Improvement Act; (iv) the diagnostic tests to be utilized shall be performed within the time frames established by the rules and regulations of Hospital's Medical Staff, which rules shall not unduly impede use of pre-admission tests; and (v) that additional testing is not medically necessary. Hospital shall not require duplicate tests or procedures be performed or charged to PLAN after the Member is admitted, unless ordered by a Specialist or Primary Care Physician.

4.4 **Discharge Planning.** Hospital agrees to give timely notice to PLAN's Utilization Management Department for each Member admitted to the Hospital. At minimum, timely notice shall require Hospital to telephone the PLAN Utilization Management Department to discuss an Member's health status at least twenty-four (24) hours in advance of discharge.

4.5 **Tertiary and Non-Primary Hospital Referrals.** Scheduled admissions or referrals to tertiary or general acute hospitals, other than Primary Hospital, must be authorized by PLAN.

4.6 **Hospital Cooperation with Concurrent Review.** Hospital will cooperate with Physician Group and PLAN and Plan Physicians in conducting concurrent and retrospective review of the services provided to Members. Such cooperation will include periodic review of Member's medical records by Hospital utilization management staff and the communication of such information to Plan Physicians, Physician Group and PLAN personnel involved in the Utilization Management Plan.

4.7 **Resolving Utilization Management Disputes.** Disputes regarding Covered Services, Medical Necessity, utilization management, admissions, length of stay or selection of facilities will be resolved in accordance with the dispute resolution procedures described in Article XIII.

4.8 **On-Site Review of Inpatient Records.** Hospital shall permit PLAN utilization management staff and other qualified representatives of PLAN to conduct on site review of the medical records of Members. PLAN staff shall notify Hospital's utilization management department prior to conducting such on site reviews and shall wear appropriate identification. Plan staff shall conduct itself in accordance with Hospital's policies and procedures at all times.

4.9 **Quality Management.** Hospital will cooperate with PLAN in the establishment of peer review and quality management programs to evaluate the services provided to and outcomes experienced by Members.

4.10 **Medical Decision-Making.** It is not the intention of PLAN to use the preauthorization and approval provisions set forth herein as a device by which it may practice medicine. Rather, the authorization and approval procedures are used to make benefit and coverage determinations so that the Member and Contracting Providers know, before a course of treatment is initiated, that such course of treatment is covered in full, in part or not at all. If a course of treatment is not covered, e.g., not approved, such determination is not intended to suggest that the course of treatment is medically inappropriate. PLAN will notify the attending Plan Physician (Referral Provider) and, if applicable; the Primary Care Physician, of a denial of coverage; however, Plan Physicians and/or Hospital may choose to provide such course of treatment, so long as prior written notice is given to the Member that the course of treatment is not covered by PLAN. Hospital may bill a Member for non-Covered Services, but may not bill a Member for Covered Services which are not Medically Necessary.

V. PROVIDER MANUAL

5.1 **Policies and Procedures.** PLAN will provide Hospital with a Provider Manual that contains those PLAN policies and procedures necessary for the proper operation of the Hospital as it relates to Members and which describes all benefits plans, including Copayments, limitations and exclusions offered by the PLAN to subscriber groups. Hospital agrees to comply and will use reasonable efforts to have any Downstream Entity agree to comply with PLAN standards and policies outlined the Provider Manual. Plan shall provide Hospital with a complete copy of its policies and procedures prior to the completed execution of this contract. Plan shall notify Hospital at least sixty (60) days prior to any material change in its Provider Manual. Hospital has the right to negotiate and agree to any change. In the event that Plan and Hospital cannot agree regarding the proposed modification within thirty (30) business days, Hospital has the right to terminate this Agreement prior to implementation of the change.

5.2 **Precedence.** The Provider Manual and all revisions thereto shall be consistent with the laws and regulations governing the Medicare program, the regulations established by CMS, the Knox-Keene Act and the provisions of this Agreement. In the event of any conflict or inconsistency between the Provider Manual, the Agreement, and/or any of the cited State or Federal laws and regulations, the provision which governs shall be determined by applying the following order of precedence: the BBA, CMS regulations and instructions, the Knox-Keene Act and regulations, the Agreement and, then, the Provider Manual.

VI. COMPENSATION

6.1 **Hospital Compensation.** Compensation to Hospital for Hospital Services will be the payments set forth in Attachment A. Such payments shall be payment in full for Hospital Services. Copayments and collections from other third party payers resulting from Coordination of Benefits shall be deducted from the compensation due Hospital by PLAN pursuant to Attachment A.

6.2 **Payment Of Claims.** Hospital agrees to submit claims to PLAN in such format as PLAN may require (but at minimum the CMS form UB-92) within six (6) months after the

services are rendered. PLAN reserves the right to deny claims that are not submitted within six (6) months of the date of service, except where Hospital bills a third party payor as primary. In the event Hospital is unable to submit claims within the time specified herein because of circumstances beyond its control, the time for submission shall be extended as reasonably necessary. PLAN shall provide payment to Hospital within forty-five (45) business days of PLAN's receipt of a clean and uncontested claim from Hospital, or, within forty-five (45) business days following PLAN's receipt thereof, or, PLAN will contest or deny Hospital's claim.

6.3 **Retroactive Denials Of Payment.** When PLAN is notified of retroactive disenrollments of Members , PLAN may retroactively deny Covered Services furnished to Members and shall send immediate written notice of such denial to Hospital. Hospital shall recognize PLAN's immediate right to recovery for retroactively disenrolled Members who were disenrolled no earlier than sixty (60) days prior to the date of service at the Hospital and shall repay contested paid claims within thirty (30) days of notice from PLAN. For Covered Services which are retroactively denied due to determinations by PLAN that all or part of a Hospital stay was not of Medically Necessity, Hospital shall either repay the contested claim or respond with additional documentation within thirty (30) days of notice from PLAN.

6.4 **Member Non-Liability.** Hospital hereby agrees that in no event, including, but not limited to nonpayment by PLAN, insolvency of PLAN, or breach of this Agreement, shall Hospital bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Members or persons other than PLAN for services provided pursuant to this Agreement. At no time will Hospital or any party with a claim against Hospital for Covered Services provided to Members bill or otherwise seek compensation from Members for Covered Services except in the case of Copayments and Deductible amounts permitted under the Member's Evidence of Coverage or in cases when a third party payer is primarily responsible and has paid Member for a Covered Service.

Hospital further agrees that (a) this provision shall survive the termination of this Agreement regardless of the cause giving rise to such termination and shall be construed to be for the benefit of PLAN's Members; and (b) this provision supersedes any oral or written agreement to the contrary now existing or hereafter entered into between Hospital and the Member or persons acting on Member's behalf, insofar as such contrary agreement relates to liability for payment for, or continuation of Hospital Services provided under, this Agreement.

6.5 **Payment for Non-Covered Services.** Hospital may seek payment from Members for Non-Covered Services at usual and customary charges. The determination of whether a service or supply is a Covered Service rests with PLAN, subject to the Evidence of Coverage and the regulations and appeals procedure established by CMS.

6.6 **Overpayments.** In the event the PLAN determines that it has overpaid a claim, the PLAN shall notify the Hospital in writing through a separate notice clearly identifying the claim, the name of the patient, the date of service, and a clear explanation of the basis upon which the PLAN believes the amount paid on the claim was in excess of the amount due.

If the Hospital does not contest the PLAN's notice of overpayment, the Hospital shall have 30 working days from the receipt of the notice to reimburse the PLAN the amount of the overpayment. If the Hospital contests the PLAN's notice of overpayment, the Hospital shall have 30 working days from the receipt of the notice to send written notice to the PLAN stating the basis upon which the Hospital believes that the claim was not overpaid. The PLAN will

receive and process the contested notice of overpayment of a claim as a provider dispute under the PLAN's provider dispute processes.

If the Hospital does not contest the overpayment and does not reimburse the PLAN according to the above timelines, then the PLAN may offset the uncontested overpayment against payments made to the Hospital's current or future claim submissions. In the event that an overpayment of a claim or claims is offset against a Hospital's current or future claim or claims, the PLAN shall provide the Hospital a detailed written explanation identifying the specific overpayment or payments that have been offset against the specific claim or claims. Such offset rights shall expire one hundred twenty (120) days after such payment.

VII. COORDINATION OF BENEFITS/THIRD PARTY LIABILITY

7.1 **Definition.** Coordination of Benefits ("COB") refers to the determination of order of financial responsibility which applies when two or more health benefit plans provide coverage of services for an individual. Such coordination is intended to preclude the Hospital from receiving an aggregate of more than one hundred percent (100%) of usual and customary charges from all coverage. When the primary and secondary benefits are coordinated, determination of liability will be in accordance with the usual procedures of the Medicare program, the National Association of Insurance Commissioners (NAIC) and applicable state regulations.

7.2 **COB Obligations of Hospital**. Hospital agrees to cooperate with PLAN for proper determination of COB and to bill and collect from other payers and third parties such charges for which the other party is responsible. Such collections will be deducted from any amount payable by PLAN to Hospital pursuant to this Agreement. In any case where an Member admitted to Hospital has primary coverage from any third party payor, and Hospital has reason to know of a primary payor other than PLAN, Hospital shall bill the third party payor and notify PLAN of the existence of any primary payor source at the time that Hospital submits a claim to PLAN.

7.3 **COB Obligations of PLAN.** PLAN will cooperate in providing COB information to Hospital by collecting appropriate data from the Member at the point of enrollment and supplying such data to Hospital.

7.4 **Assignment of Third Party Liability Payments.** If Hospital collects any third party liability payments, for services provided to an Member and has previously received payments for such services from PLAN, PLAN shall be entitled to receive all such third party liability payments up to the amount of any payments made to Hospital by PLAN on behalf of such Member, and Hospital shall promptly remit the same to PLAN. Hospital may bill Member if Member receives reimbursement from a third party that is primarily responsible for payment under Medicare regulations.

VIII. WARRANTIES/COMPLIANCE WITH PLAN AND CMS RULES AND REGULATIONS

8.1 **Hospital Certification, Accreditation and License Requirements.** Hospital warrants that it is licensed as a general acute care hospital pursuant to the California Health and Safety Code Section 1250 et seq., certified as a hospital provider under Title XVIII (Medicare) of the Social Security Act, and is accredited by the Joint Commission on Accreditation of

Healthcare Organizations (JCAHO). Hospital further agrees that it will maintain said licensure, certification and accreditation during the term of this Agreement.

8.2 **Compliance with Governing Provisions and State and Federal Law.** Hospital is subject to the provisions of this Agreement as well as all applicable state and federal laws, rules, and regulations.

8.3 **Compliance with Care Advantage Laws and Regulations.** Hospital understands that PLAN oversees and is accountable to CMS for any functions or responsibilities that are described in the laws or regulations applicable to Care Advantage PLANs, and that PLAN may be held accountable by CMS if Hospital violates the provisions of such law or regulations or PLAN policies in the performance of this Agreement. In furtherance of the foregoing, Hospital shall comply with applicable Medicare laws, regulations, and CMS instructions.

8.3.1 Hospital shall comply with the reporting requirements in 42 CFR §422.516 and the requirements in 42 CFR §422.257 for submitting encounter data to CMS. Hospital also agrees to furnish medical records that may be required to obtain any additional information or corroborate the encounter data.

8.3.2 Hospital understands and agrees that PLAN is responsible for the monitoring and oversight of all duties of Hospital under this Agreement, and that PLAN has the authority and responsibility to: (i) implement, maintain and enforce PLAN's policies governing Hospital's duties under this Agreement and/or governing PLAN's oversight role; (ii) conduct audits, inspections and/or investigations in order to oversee Hospital's performance of duties described in this Agreement; (iii) require Hospital to take corrective action if PLAN or an applicable federal or state regulator reasonably determines that corrective action is needed with regard to any duty under this Agreement; and/or (iv) revoke the delegation of any duty, if Hospital fails to meet PLAN standards in the performance of that duty. Hospital shall cooperate with PLAN in its oversight efforts and shall take corrective action as PLAN determines necessary to comply with the laws, accreditation agency standards, and/or PLAN policies governing the duties of Hospital or the oversight of those duties.

IX. MEDICAL AND ADMINISTRATIVE RECORDS

9.1 **Medical Records.** Hospital will maintain for Members a single standard hospital medical record, containing such accurate, descriptive and timely information and preserved for such time period(s) as required by the rules and regulations of the California Department of Health Services, the Federal Medicare Program, and the Joint Commission on Accreditation of Health Care Organizations. Unless otherwise specifically agreed by Hospital, it is the understanding and agreement of the parties that the records described herein are deemed to meet all record keeping requirements imposed on Hospital pursuant to the Knox-Keene Act.

9.2 **Right to Inspection.** It is understood that the medical records referred to in Section 9.1 above will be and remain the property of Hospital and will not be removed or transferred from Hospital except in accordance with applicable laws and general Hospital policies. PLAN or its designated representatives will have the right, in accordance with Section 9.3 below, and upon 48 hours prior notice, to inspect, review, and make copies of such records at PLAN's expense upon request to facilitate PLAN's obligation to conduct quality management, utilization monitoring, and peer review activities. The amount paid by PLAN to Hospital for the copying of such records shall not be more than would have been paid by the federal Medicare

program or the Medicare contracted Peer Review Organization (PRO) for obtaining copies of such records.

9.3 **Confidentiality.** Hospital and PLAN agree to maintain the confidentiality of information contained in the medical records of Member in accordance with the "Confidentiality of Medical Information Act", Cal. Civ. Code § 56 et seq, and with 42 CFR § 422.118. Without limitation, Medical records may be disseminated to authorized Plan Physicians or PLAN representatives, to Hospital's, morbidity, mortality, tissue, utilization management, judicial review, other quality of care and administrative review committees, to PLAN itself, or to a PLAN peer review, quality management or utilization management committee or subcommittee identified by PLAN.

9.4 **Release of Records.** Notwithstanding the provisions of Section 9.3 above, Hospital will be authorized to release Member's medical records to official governmental agencies or for purposes of civil discovery, subject to applicable law and Hospital's policies and procedures.

9.5 **PLAN and Governmental Agency Access to Records.** Hospital will cooperate and assist with PLAN and agencies of the state and federal government and their designees in maintaining and providing medical, financial, administrative and other records of Members as shall be requested by PLAN or such agencies. PLAN and such agencies will have access at reasonable times upon demand to the books, records and papers of Hospital relating to services provided to Members, the quality, appropriateness, timeliness, cost thereof, and any payments received by Hospital for Covered Services provided to Members.

9.6 **Availability of Records Upon Termination.** The obligations contained in this article will continue despite the termination of this Agreement, whether by rescission or otherwise. In the event of termination of this Agreement, Hospital will provide PLAN, Member, Plan Physicians, and any duly designated third party with reasonable access to medical records of Members maintained by Hospital, for a period of six (6) years after the termination of this Agreement, and at any time thereafter that such access is required in connection with an Member's medical care. PLAN will be entitled to obtain copies of Member's medical records if it either makes arrangements to have such copies prepared on Hospital premises, or agrees to reimburse the Hospital for the reasonable cost of preparing such copies. The amount paid by PLAN to Hospital for the copying of such records shall not be more than would have been paid by the federal Medicare program or the Medicare contracted Peer Review Organization (PRO) for obtaining copies of such records. The provisions of this paragraph will not operate to waive or limit any restriction on release or disclosure of patient records established in any other provision of this Agreement or as otherwise required by law.

9.7 **Member Access to Records.** Hospital shall ensure that Members have access to their medical records in accordance with the requirements of State and Federal law.

X. INSURANCE AND INDEMNIFICATION

10.1 **Hospital Liability Insurance.** Hospital shall maintain, by purchase of a policy or through self-insurance, throughout the term of this Agreement, malpractice and general liability insurance in the minimum amounts of one Million Dollars ($1,000,000) per occurrence coverage for Hospital, its agents and employees. In the event Hospital procures a "claims made" policy as distinguished from an occurrence policy, Hospital shall procure and maintain prior to termination of such insurance, continuing "tail" coverage as required under Federal and/or State

law. Hospital shall immediately notify PLAN of any material changes in insurance coverage or self-insurance arrangements and shall provide a certificate of insurance coverage to PLAN upon PLAN's request.

10.2 **PLAN Liability Insurance**. PLAN, at its sole cost and expense, will procure and maintain policies of general liability and other insurance necessary, or programs of self-insurance, to insure PLAN and its employees against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the use of any property and facilities or equipment provided by PLAN, and the activities performed by PLAN in connection with this Agreement. A copy of such insurance policies will be provided to Hospital upon its request.

10.3 **Mutual Indemnification.** Hospital and PLAN agree to indemnify the other and hold the other harmless against any and all loss, damage, liability, and expense, including court costs, with respect to this Agreement directly resulting from or arising out of the dishonest, fraudulent, negligent or criminal acts of the respective party, their respective officers, directors, shareholders, employees, contractors, agents and/or representatives, acting alone or in collusion with others.

10.4 **Notification of Claims**. PLAN and Hospital agree to promptly notify the other party hereto of any claims or demands which arise and for which indemnification hereunder is sought.

10.5 **Termination.** The terms of Sections 10.3 and 10.4 shall survive the termination of this Agreement.

XI. COOPERATION

11.1 **Non-Interference—Hospital.** Hospital agrees that it will not, during the term of this Agreement, advise or counsel any Member to disenroll from PLAN and will not solicit such Member to become enrolled with any other health maintenance organization, preferred provider organization or any other similar hospitalization, medical payment plan or insurance program.

11.2 **Cooperation.** PLAN and Hospital agree that, to the extent compatible with the separate and independent management of each, they will at all times maintain an effective liaison and close cooperation with each other to provide maximum benefits to Members at the most reasonable cost, consistent with quality standards of hospital and physician care.

11.3 **Cooperation Regarding Utilization Management and Quality Management.** Hospital agrees to cooperate in the implementation of an effective on-site Utilization Management Plan consisting of prospective, concurrent and post-discharge review of Hospital's services. In this regard, Hospital will cooperate with Physician Group, PLAN and Plan Physicians in the development and operation of utilization management and quality management programs. While on-site, Plan employees will conduct themselves in accordance with Hospital's policies and procedures and in a manner which is not disruptive to Hospital staff.

11.4 **Signs.** Hospital agrees that PLAN may post notices, mutually acceptable as to size, content and form in a prominent place in patient receiving areas, including the emergency room, instructing Members as to proper procedures and limitations on coverage.

XII. TERM AND TERMINATION

12.1 **Term of Agreement.** This Agreement will become effective on the latter of the date first written above, or on the date which the PLAN first assumes responsibility for members under the HPSM Care Advantage program, and will continue for a period of twelve (12 months thereafter. This agreement will automatically renew for successive twelve (12) month periods on the same terms and conditions (including subsequent amendments) unless terminated pursuant to the terms of this Agreement.

12.2 **Termination.** This Agreement may be terminated without cause by either party by written notice given at least ninety (90) days in advance of such termination. Said termination shall become effective the first (1st) day of the month following the expiration of the ninety (90) day notice. The obligation of Hospital to provide Covered Services following the effective date of termination will be as set forth in this Article.

12.3 **PLAN's Right to Terminate Agreement.** Nothing herein will be construed as limiting the right of PLAN to terminate this Agreement immediately upon the occurrence of any of the following events and delivery of written notice:

(a) The suspension or revocation of any license, certification or accreditation required by Hospital to perform its obligations under this Agreement;

(b) The imposition of sanctions or disciplinary action against Hospital or against Hospital officers and directors in their capacities with the Hospital by a state or federal licensing agency;

(c) The violation of Sections 2.13 or 2.14 of this Agreement;

(d) The cancellation, termination or reduction of Hospital's malpractice or general liability insurance coverage;

(e) A determination by PLAN, based on reasonable evidence, that the health and well-being of Members is jeopardized as a result of continuation of this Agreement; or

(f) Hospital commits fraud.

12.4 **Hospital's Right to Terminate Agreement.** Nothing herein will be construed as limiting the right of Hospital to terminate this Agreement immediately upon the occurrence of any of the following events and delivery of written notice:

(a) PLAN commits fraud; or

(b) Failure by PLAN to pay claims; or

(c) The State of California or the United States Government revokes any certification or license of PLAN necessary for the performance of this Agreement.

12.5 **Hospital Obligations Following Termination.** In the event of termination of this Agreement, Hospital shall continue to provide Hospital Services to hospitalized Members in accordance with generally accepted medical standards and practices until the earlier of:

(a) Member's discharge from Hospital; or

(b) Alternate coverage is arranged for by PLAN or subscriber group.

(c) Payment for any continued Hospital Services as described in this Section shall be at the rates set forth in Attachment A to this Agreement for a period of 90 days. Upon day 91, Hospital shall be reimbursed at 110% of Medicare Inpatient DRG case rates and 100% of Outpatient APC Rate.

12.6 **Hospital Relationship with Member Following Termination of Agreement.** In the event of termination of this Agreement, with or without cause, Hospital agrees that it shall not, under any circumstances, including failure of PLAN to pay amount owed Hospital, seek payment from Members for Covered Services rendered prior to the termination of this Agreement; provided, however, Hospital may collect Copayments and Deductibles permitted under the Member's Evidence of Coverage. This section does not preclude Hospital from pursuing legal action against PLAN to collect payments owed to Hospital by PLAN.

12.7 **Bankruptcy.** PLAN or Hospital may terminate this Agreement with thirty (30) day written notice to the other party in the event a petition is filed in a court of record jurisdiction to declare either party bankrupt or for reorganization under the bankruptcy laws of the United States or any similar statute of a state of the United States, or if a trustee in bankruptcy or a receiver is appointed for such party, and such petition, trustee, or receiver, as the case may be, is not dismissed within one hundred and twenty (120) days thereof.

12.8 **Breach of Contract.** Either party will have the right to terminate this Agreement if the other party is in material breach of this Agreement and such breach remains uncured within thirty (30) days following the breaching party's receipt of written notice from the non-breaching party. The remedy of such breach within twenty (20) days of the receipt of such notice will revive the Agreement in effect for the remaining term, subject to any other rights of termination contained in this, or any other provision of this Agreement.

The party claiming the right to terminate hereunder will set forth in the required notice of intended termination the facts underlying its claim that the other party is in breach of this Agreement.

Each party will retain the right to seek redress through dispute resolution in accordance with Article XIII.

12.9 **Interruption by Disasters.** In the event the operations of Hospital's facilities or any substantial portion thereof, are interrupted by war, fire, and other elements, insurrection, labor disputes, riots, earthquakes, acts of God, or, without limiting the foregoing, any other cause beyond the control of Hospital, the provisions of this Agreement (or such portions hereof as Hospital is thereby rendered incapable of performing) may be suspended for the duration of such interruption. Such suspension shall be determined by mutual agreement of the parties and shall include an identification of the necessary adjustments to any provision of this Agreement.

Should a substantial part of the services which Hospital has agreed to provide hereunder be interrupted pursuant to such event for a period in excess of thirty (30) days, PLAN or Hospital will have the right to terminate this Agreement upon ten (10) days prior written notice to the other party.

12.10 **Continuation of Benefits.** Hospital and their Participating Providers agree that, in the event of PLAN's insolvency or cessation of operations, benefits to Members will continue until the discharge of Member from an inpatient facility. Hospital agrees that in the event of PLAN's insolvency or cessation of operations, benefits to Members will continue until discharge from Hospital or through the period for which premium has been paid.

XIII. DISPUTE RESOLUTION

13.1 **INFORMAL DISPUTE RESOLUTION** - Plan and Hospital agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement. Such good faith meet and confer shall be a condition precedent to the filing of any arbitration demand by either party. In addition, should the parties, prior to submitting a dispute to arbitration, desire to utilize other impartial dispute settlement techniques such as mediation or fact-finding, the parties may initiate such other procedures as they may mutually agree upon at such time.

13.2 **BINDING ARBITRATION** - All disputes between the parties to this Agreement which in any manner arise out of or relate to this Agreement that cannot be resolved informally shall be resolved by binding arbitration . Such arbitration shall be governed by applicable state law, including rights of discovery and evidentiary rules, and shall take place in city and state in which the Hospital is domiciled, unless the parties otherwise agree. The arbitrator shall have no authority to make material errors of law, to make any award which could not have been made by a court of law, to award punitive damages, or to add to, modify, or refuse to enforce any agreements between the parties. The arbitrator's decision shall be final and binding. In all cases submitted to arbitration, the parties agree to share equally the amount of the administrative fee and the arbitrator's fee. However, the party initiating arbitration will be responsible for advancing the filing fees. Each party shall be responsible for its own attorneys' fees and costs.

13.3. **Grievance and Appeals**. It is understood that the Hospital may have Grievances which may arise as a health care Provider under contract with the PLAN. These Grievances shall be resolved through the mechanisms set out in this section. Hospital and the PLAN shall be bound by the decisions of the PLAN's Grievance and Appeal mechanisms.

13.4 **PLAN Grievance Procedure Responsibility**. The PLAN's Executive Director has primary responsibility for maintenance, review, formulation of policy changes, and procedural improvements of the Grievance review system. The Executive Director shall be assisted by other PLAN staff as requested.

13.5. **Resolution of Member and Provider-Initiated Grievances.** The Hospital agrees that all disputes or disagreements between the Hospital and the PLAN or the Member shall be resolved in accordance with such Grievance resolution process as the PLAN may establish, and amend from time to time. To the extent permitted by law, in accordance with applicable provisions of the Knox-Keene Health Service Plan Act of 1975, as amended, and the regulations promulgated hereunder by the Department of Managed Health Care, the Hospital shall permit the PLAN to inspect and make copies of any and all records pertaining to any such dispute or disagreement, and shall provide copies of such record to the PLAN upon request.

Hospital can file a Grievance by telephoning, writing or visiting one of the PLAN's Provider Relations Representatives or the Grievance Coordinator. Within three (3) days of receiving the Grievance said employee will send an acknowledgement letter to the Hospital. The Grievance will be investigated and resolved within thirty (30) days. A Grievance Resolution Letter is sent to

the Hospital for review and approval. The Hospital may request a review by the Grievance Review Committee at any time during the Grievance process. The review will take place within thirty (30) days of the date it was requested, unless an extension is agreed upon by all parties. Within five (5) days following the review, the PLAN will notify the Hospital of the Committee's decision and the right to appeal. Decision by Committee may be Appealed to a PLAN Ad Hoc Committee which will convene at the earliest possible date within thirty (30) days of the Hospital's request for Appeal. The Ad Hoc Committee's decision will be forwarded to the Hospital via letter. If the decision is adverse said letter will include the Hospital's Appeal Rights. An Appeal is closed to the Hospital when all Appeal rights have been exhausted.

XIV. GENERAL PROVISIONS

14.1 **Compliance with State and Federal Laws.** This Agreement is intended to be in compliance with all state and federal laws. Should this Agreement be out of compliance with any existing or newly enacted or adopted laws or regulations, the parties shall meet immediately to develop alternative provisions to comply with the laws. Such alternative provisions shall be incorporated into this Agreement by addendum. Hospital shall comply with all applicable Federal and State laws, licensing requirements and professional standards and shall provide Care Advantage benefits in accordance with generally accepted medical and surgical practices and standards in the applicable professional community at the time of treatment. In addition, Hospital and Downstream Entities shall comply with the professional and technical standards adopted by the PLAN's Quality and Utilization Management Program set forth in the Provider Manual.

14.2 **Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

14.3 **Governing Law.** This Agreement will be governed in all respects by the laws of the State of California.

14.4 **Assignment.** This Agreement shall not be assigned, delegated or transferred by Hospital without the prior mutual written consent.

14.5 **Notices.** Any notice required to be given pursuant to the terms and provisions hereof will be in writing and will be sent by postage prepaid by certified, registered or express mail, courier services (Airborne, Federal Express, UPS, etc.), or other means which can provide written proof of delivery to PLAN or Hospital at the addresses listed below or at such other addresses as either PLAN or Hospital may hereafter designate to the other:

To PLAN:
Health Plan of San Mateo
701 Gateway Blvd, Suite 400
South San Francisco, CA 94080
Attn: Provider Relations

To Hospital:
Seton Medical Center
1900 Sullivan Avenue
Daly City, CA 94015

Attn: Bernadette Smith, President. CEO

Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark date.

14.6 **Independent Parties.** None of the provisions of this Agreement are intended to create nor will be deemed or construed to create any relationship between the parties hereto other than that of independent contractors, solely for the purposes of effecting the provisions of the Agreement. Neither of the parties hereto, not any of their respective officers, directors, or employees, shall act as nor be construed to be the agent, the employee or the representative of the other.

14.7 **Integration of Entire Agreement.** This Agreement contains all of the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations of or between the parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement are null and void and of no further force or effect. All Attachments to this Agreement are considered part of this Agreement and are hereby incorporated herein.

14.8 **Invalidity or Unenforceability.** The invalidity or unenforceability of any terms or provisions hereof will in no way affect the validity or enforceability of any other term or provision.

14.9 **Headings.** The captions contained herein are for convenience of reference purposes only and shall have no force or effect.

14.10 **Amendment.** This Agreement may be amended immediately upon written notice in the event such amendment is required in order to maintain compliance with applicable state or federal laws. Other amendments to the Agreement shall be effective only upon mutual, written agreement of the parties.

14.11 **Member Hold Harmless.** Hospital agrees that in no event, including but not limited to nonpayment by the PLAN or intermediary, or breach of this Agreement, shall the provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against an Member or a person (other that the PLAN or intermediary) acting on behalf of the Member for services provided pursuant to this Agreement. This Agreement does not prohibit the Hospital from collecting copayments and deductibles, as specifically provided in the Evidence of Coverage, or fees for non-covered services delivered on a fee-for-service basis to Members. This Agreement does not prohibit Hospital (except for a health care professional who is employed full-time on staff of Hospital and has agreed to provide services exclusively to that Hospital's Members and others) and an Member from agreeing to continue services solely at the expense of the Member, subject to Hospital, prior to rendering such service, specifically informing the Member that the PLAN may not cover or continue to cover a specific service or services. Except as provided herein, this Agreement does not prohibit the PLAN from pursuing any available legal remedy.

14.12 Free Exchange of Information. No provision of this Agreement shall be construed to prohibit, nor shall any provision in any contract between Hospital and its employees or subcontractors prohibit, the free, open and unrestricted exchange of any and all

information of any kind between health care providers and Members regarding the nature of the Member's medical condition, the health care treatment options and alternatives available and their relative risks and benefits, whether or not covered or excluded under the Member's PLAN, and the Member's right to appeal any adverse decision made by Hospital or PLAN regarding coverage of treatment which has been recommended or rendered. Moreover, Hospital and PLAN agree not to penalize nor sanction any health care provider in any way for engaging in such free, open and unrestricted communication with a Member nor for advocating for a particular service on an Member's behalf.

14.13 **Confidential And Proprietary Information.** Hospital agrees to maintain confidential (the "Confidential Information"): (a) eligibility lists and any other information containing the names, addresses and telephone numbers of PLAN Members; (b) PLAN's administrative service manuals and all forms related thereto; (c) the financial arrangements between PLAN and any Participating Provider (other than Hospital); and (d) any other information compiled or created by PLAN which is proprietary to PLAN and which PLAN identifies as proprietary to Hospital in writing. Except as required by law, Hospital shall not disclose or use the Confidential Information for its own benefit or gain either during the term of this Agreement or after the date of termination of this Agreement. Hospital may use the Confidential Information to the extent necessary to perform its duties under this Agreement or upon express prior written permission of PLAN. Upon the effective date of termination of this Agreement, Hospital shall promptly return to PLAN the Confidential Information in its possession, upon PLAN's request. PLAN shall maintain the confidentiality of the rates and special terms of this Agreement that are unique to the Hospital. The obligations contained in this Section shall survive the termination of this Agreement.

14.14 **Confidentiality Of This Agreement.** Each party, and their agents, agrees to maintain the terms of this Agreement confidential. Disclosure of the terms of the Agreement shall not be made without the prior written approval of the other party, which approval may be withheld in either party's sole and absolute discretion.

14.15 **Fifteen Business Days Review.** This Agreement contains provisions that require the Hospital to comply with quality improvement, case management, and utilization management programs. By signing this Agreement, the Hospital indicates that Hospital has been given 15 business days in which to consider this Agreement. If Hospital executes this Agreement within these 15 business days, Hospital does so of its own free will.

14.16 **CMS Approval.** This Agreement shall become effective only after approval by the Center for Medicare and Medicaid Services.

14.17 **Ethical Principles, Policies and Practices**. Hospital and any service or activity operated or sponsored by it, including the services and activities of the Medical Staff, are governed by the Ethical and Religious Directives for Catholic Health Care Services, as approved by the National Conference of Catholic Bishops and as the same may be updated and revised (the "Directives"). Throughout the term of this Agreement, the Directives shall govern performance of Plan's obligations hereunder, and no activities or procedures that are contrary to the Directives shall be permitted or performed by Plan within Hospital's facilities. A copy of the Directives is available at on the internet at http://www.nccbuscc.org/bishops/directives.htm.

14.18 **Compliance Program**. Upon reasonable request, Plan shall provide copies of documents and other information to Hospital relating to claims submitted and services provided under this Agreement for purposes of the conduct of Hospital's corporate compliance

program. Hospital shall pay Plan, upon request, a reasonably copying charge for any copies provided.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth above.

SAN MATEO HEALTH COMMISSION, d.b.a. HEALTH PLAN OF SAN MATEO

By: [redacted]

Name: Maya Altman

Title: Interim Executive Director

Date: 12/5/05

Seton Medical Center

By: [redacted]

Name: Bernadette Smith

Title: President, CEO

Date: 12/8/05

Tax ID #: [redacted]

Medicare Provider #s: 05-0289

05-7249

55-5235

#24

Title 11, California Code of Regulations, § 999.5(d)(5)(J)

Description of compliance with the Alfred E. Alquist Hospital Facilities Seismic Safety Act of 1983, as amended by the California Hospital Facilities Seismic Safety Act, for each health facility that is the subject of the affiliation

All of St. Francis Medical Center's hospital facilities are at least SPC-3 compliant. Its Family Life Center and New Hospital Tower, constructed in 1996 and 2000 respectively, are SPC-5 compliant. All of St. Francis Medical Center's facilities are NPC-2 compliant and have been granted OSHPD SB499 NPC-3 extension to 2030.

St. Vincent Medical Center has one building that is SPC-2 compliant, which holds the central plant and parking garage. To attain seismic compliance, St. Vincent Medical Center's plan is to demolish the Doheny Building and relocate the catheterization lab and emergency department to the main tower. A letter of intent – AB 2190 Seismic Extension application has been submitted for these two projects. The deadline for construction final for these projects is July 1, 2022. All of the St. Vincent Medical Center facilities are NPC-2 compliant and have been granted OSHPD SB499 NPC-3 extensions to 2030.

Seton Medical Center's 1963 Tower and Front Wing are SPC-1 buildings and require renovation or closure prior to 2020. The Hospital submitted a Letter of Intent – AB 2190 Seismic Extension application to renovate these buildings. The deadline for construction final for these projects is July 1, 2022. The remainder of Seton Medical Center's facilities are SPC-3 or higher. All of its buildings are at least NPC-3 compliant.

#25

Title 11, California Code of Regulations, § 999.5(d)(5)(K)

A description of each measure proposed by the applicant to mitigate or eliminate any significant adverse effect on the availability or accessibility of health care services to the affected communities by the transaction

The proposed Transaction is not expected to have an adverse effect on the availability or accessibility of health care services. The proposed Transaction will generally provide greater availability and accessibility of health care services to the affected communities since SGM, as the new operator, will not have the same financial challenges and constraints the Applicants have had. Most critically, the Transaction will allow the Hospitals to remain open instead of VHS having to close them through the bankruptcy process. Although SGM is a for-profit entity, it has committed to providing $8,000,000 in charity care at St. Francis Medical Center, $430,384 in charity care at St. Vincent Medical Center, and $935,405 in charity care at Seton Medical Center (including its Coastside campus), while also committing to maintain many needed health care services.

SGM has indicated it will not maintain cancer care at the Hospitals. It is our understanding that there are sufficient alternative resources for cancer care such that this will not have a material adverse effect on patient access. By way of example, the Applicants have identified alternative facilities for oncology patients currently receiving care at the Hospitals. Specifically, the following hospitals offer cancer care services in the larger service area currently served by the Hospitals: (1) St. Mary's Medical Center/Dignity Health ("St. Mary's"), located 7.6 miles away from Seton Medical Center; (2) Long Beach Memorial Hospital/MemorialCare, located 7.7 miles away from St. Francis Medical Center; and (3) Good Samaritan Hospital, located 1.2 miles away from St. Vincent Medical Center. Notably, many oncology patients who previously received care at Seton Medical Center have already moved to St. Mary's over the last six months as two oncologists previously practicing at Seton Medical Center have retired. The Patient Care Ombudsman appointed in the Bankruptcy Cases has provided a favorable report regarding the orderly transfer and care of these patients. *See* Submission of First Report by Patient Care Ombudsman, Jacob Nathan Rubin, MD, FACC, Pursuant to 11 U.S.C. § 333(b)(2) at www.kccllc.net/verityhealth in the "Patient Information" tab.

Title 11, California Code of Regulations, § 999.5(d)(6)

POSSIBLE EFFECT ON COMPETITION

#26

Title 11, California Code of Regulations, § 999.5(d)(6)(A)

If a Premerger Notification and Report Form is required to be submitted to the Federal Trade Commission under the Hart-Scott-Rodino Antitrust Improvement Act of 1976, a brief analysis of the possible effect of the transaction on each health facility that is subject to the transaction on competition and market share in any relevant product or geographic market

The Applicants are located at:

- St. Francis Medical Center, 3630 East Imperial Highway Lynwood, CA 90262;
- St. Vincent Medical Center, 2131 West 3rd Street, Los Angeles, CA 90057;
- Seton Medical Center, 1900 Sullivan Avenue, Daly City, CA 94015; and
- 600 Marine Blvd, Moss Beach, CA 94038.

Attached to this Section 999.5(d)(6)(A) as **Exhibit 1**, is a list of the licensed health facilities owned or managed by affiliates of SGM.

The Applicants are not in close proximity to, are in different counties and in nonadjacent Zip Codes from, and have no meaningful competition with any of the health care facilities owned or managed by any affiliate of SGM.

There exists great potential for procompetitive effects on the quality of care provided when all of these hospitals and health care facilities are under common ownership and control through care coordination, training, best practices and protocols, a larger capital structure and commitments.

The parties to the proposed Transaction will be submitting the appropriate HSR Premerger Notification and Report and all necessary exhibits and attachments pursuant to the Hart-Scott-Rodino Antitrust Improvement Act of 1976, as amended, to the Federal Trade Commission and the United States Department of Justice, Antitrust Division.

Title 11, California Code of Regulations, § 999.5(d)(6)(A)

Exhibit 1

LICENSED HEALTHCARE FACILITIES AFFILIATED WITH STRATEGIC GLOBAL MANAGEMENT, INC. ("SGM")

Facilities Owned by Affiliates of SGM:

Victor Valley Global Medical Center
Address: 15248 Eleventh Street, Victorville, CA 92395
Type of Facility: General Acute Care Hospital
Legal Name of Entity: Victor Valley Hospital Acquisition, Inc.
Year that an SGM affiliate took over operations: October 2012

Hemet Valley Medical Center/Hemet Valley Healthcare Center
Address: 1117 East Devonshire Avenue, Hemet, CA 92543
Type of Facility: General Acute Care Hospital/SNF
Legal Name of Entity: Physicians for Healthy Hospitals, Inc.
Year that an SGM affiliate took over operations: October 2010

Menifee Valley Medical Center
Address: 28400 McCall Boulevard, Sun City, CA 92585
Type of Facility: General Acute Care Hospital
Legal Name of Entity: Physicians for Healthy Hospitals, Inc.
Year that an SGM affiliate took over operations: October 2010

Inland Empire Home Health
Address: 27851 Bradley Rd., Sun City, CA 92586
Type of Facility: Home Health Agency
Legal Name of Entity: Shova Healthcare VNA, LLC
Year that an SGM affiliate took over operations: October 2010

California Imaging and Diagnostics Medical Group, Inc.
Address: 850 Latham Street, Hemet, CA 92544
Type of Facility: Diagnostics and Imaging facility
Year that an SGM affiliate took over operations: March 2003

Hemet Healthcare Surgicenter, Inc.
Address: 1117 Devonshire Avenue, Hemet, CA 92543
Type of Facility: Surgery Center
Year that an SGM affiliate took over operations: July 1992

Facilities not owned by an affiliate of SGM but managed by KPC Global Management, LLC, an affiliate of SGM:

Chapman Global Medical Center
Address: 2601 E. Chapman Avenue, Orange, CA 92869
Type of Facility: General Acute Care Hospital

Legal Name of Entity: Chapman Global Medical Center, Inc.
Year that an SGM affiliate took over operations: April 2014

South Coast Global Medical Center
Address: 2701 S. Bristol Street, Santa Ana, CA 92704
Type of Facility: General Acute Care Hospital
Legal Name of Entity: South Coast Global Medical Center, Inc.
Year that an SGM affiliate took over operations: April 2014

Anaheim Global Medical Center
Address: 1025 S. Anaheim Boulevard, Anaheim, CA 92805
Type of Facility: General Acute Care Hospital
Legal Name of Entity: Anaheim Global Medical Center, Inc.
Year that an SGM affiliate took over operations: April 2014

Orange County Global Medical Center
Address: 1001 N. Tustin Avenue, Santa Ana, CA 92705
Type of Facility: General Acute Care Hospital
Legal Name of Entity: Orange County Global Medical Center, Inc.
Year that an SGM affiliate took over operations: April 2014

#27

Title 11, California Code of Regulations, § 999.5(d)(6)(B)

Copy of the Premerger Notification and Report Form as filed with the Federal Trade Commission pursuant to the Hart-Scott-Rodino Antitrust Improvement Act of 1976

Refer to Section 999.5(d)(6)(A).

Title 11, California Code of Regulations, § 999.5(d)(7)

OTHER PUBLIC INTEREST FACTORS

#28

Title 11, California Code of Regulations, § 999.5(d)(7)

Other Public Interest Factors

The future of St. Francis Medical Center, St. Vincent Medical Center, and Seton Medical Center are, once again, at risk.

As outlined in greater detail above, from 1995 through 2015, DCHS was plagued by operating losses, the threat of bankruptcy, and hospital closure, as evidenced by the closure of its Robert F. Kennedy Medical Center in Hawthorne, California in 2004. Despite extensive efforts to address these financial challenges, including through an affiliation with Catholic Healthcare West, multiple bond issuances, a substantial donation from the Daughters of Charity Foundation and a subsequent affiliation with Ascension, operating losses continued to plague the system. In October of 2014, DCHS entered in to an agreement with Prime to sell the health system. In early 2015, the California Attorney General consented to this sale, subject to conditions that Prime determined were too onerous to accept. The transaction with Prime did not proceed as a result and extensive litigation ensued.

In July of 2015, the BlueMountain Transaction was approved by the DCHS Board of Directors. At that time, MDS Consulting determined that DCHS was no longer viable as a hospital system without bankruptcy protection or additional financial support. The Attorney General approved the BlueMountain Transaction on December 3, 2015 imposing significant conditions ranging from 5 to 15 years in duration, many of which limited VHS' ability to adjust to market conditions or to modify hospital operations to respond to community needs and support ongoing financial health.

Notwithstanding a large infusion of cash, retention of experts, and a new management team and structure, the health system continued to incur significant financial losses following the BlueMountain Transaction. The legacy burden of more than a billion dollars of bond debt and unfunded pension liabilities, the inability to renegotiate collective bargaining agreements or payor contracts, the continuing need for significant capital expenditures to address seismic obligations, and an aging infrastructure and the challenges facing the hospital industry more generally became insurmountable. Unable to pay its bills, VHS had no choice but to initiate the Bankruptcy Cases in an effort to protect the longstanding legacy of the Daughters of Charity with the hope of shedding debt and liabilities so that a new operator could step in and operate the Hospitals in a manner that would best address and support the needs of the communities they serve.

The VHS Board concluded that SGM is a buyer who would maintain the healthcare characteristics of the Hospitals and continue patient care while providing the best and highest purchase price for the assets. After extensive ongoing marketing and discussions, VHS received two qualifying partial bids, one non-qualifying partial bid, and one non-qualifying full bid. The VHS Board reviewed the final bids submitted and after applying the requirements of the Bankruptcy Court approved bid procedures, approved SGM as the winning bidder for the Hospitals on April 15, 2019.

SGM has agreed to close on the acquisition of the Hospitals provided that any conditions imposed by the California Attorney General's office are "substantially consistent" with the Purchaser Approved Conditions enumerated in Schedule 8.6 to the APA, which is attached to Section 999.5(d)(5)(H) as Exhibit 1. If the Attorney General imposes conditions that are materially different from these Purchaser Approved Conditions, Applicants have the right to challenge these conditions in the context of the Bankruptcy Cases. Notwithstanding the right to, or outcome of, any such challenge, to the extent the Attorney General imposes conditions on this Transaction that are overburdensome, extend beyond the term of the conditions imposed in the BlueMountain Transaction, or unreasonably inhibit the ability of SGM to provide health care services in a manner that aligns with the needs of the Hospital communities and that allows the Hospitals to be financially viable, this would likely prevent the Transaction from closing.

To the extent the SGM Transaction does not close, it would take months before a new purchaser is identified and approved, a purchase agreement finalized, and a new submission to the Attorney General is prepared, reviewed, and ultimately approved. Given that the Hospitals are losing hundreds of thousands of dollars every day and the current debtor-in-possession financing ends September 6, 2019, the most likely scenario is that if the SGM Transaction does not close then, in the face of sustaining ongoing, substantial operational losses, VHS will have no choice but to close the Hospitals. This would be a tragic loss to the community members who receive care at the Hospitals, the employees who rely on the Hospitals for their employment, and the larger health care delivery systems impacted by the loss of emergency departments, inpatient hospital beds and services and critical skilled nursing and subacute care services.

Title 11, California Code of Regulations, § 999.5(d)(8)

BOARD RESOLUTION AUTHORIZING FILING OF NOTICE

#29

Title 11, California Code of Regulations, § 999.5(d)(8)

Resolution of the board of directors of the applicant authorizing the filing of the written notice and a statement by the chair of the board that the contents of the written notice are true, accurate and complete

1. Attached to Section 999.5(d)(1)(C) as Exhibit 8 is the board resolution authorizing the filing of the written notice.

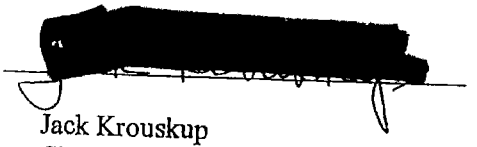
2. Attached to this Section 999.5(d)(8) as **Exhibit 1** is the statement of the chair of the board that the contents of the written notice are true, accurate, and complete.

Title 11, California Code of Regulations, § 999.5(d)(8)

Exhibit 1

CHAIRPERSON'S STATEMENT

I, Jack Krouskup, Chairperson of the Board of Directors of Verity Health System of California, Inc., believe that the contents of the attached written notice are true, accurate, and complete.

By: 

Jack Krouskup
Chairperson, Verity Health System of California, Inc. Board of Directors

Title 11, California Code of Regulations, § 999.5(d)(9)

TRANSFEREE INFORMATION

#30

Title 11, California Code of Regulations, § 999.5(d)(9)

List of officers and directors of the transferee, the most recent audited financial statements, transferee's governance documents, and a description of the transferee's policies, procedures, and eligibility requirements for the provision of charity care

As described below, the purchaser is providing governance information for Strategic Global Management, Inc. in response to this question. As contemplated by the APA, the purchaser intends to create a series of commonly controlled affiliates that will own the assets and operations of the Hospitals involved in this Transaction. The specific entities have not yet been formed, but the purchaser will supplement this application with additional detail on the new entities when it is available.

Below are the current officers and directors of Strategic Global Management, Inc.

Name	Position(s)
Kali Chaudhuri	Director Chief Executive Officer
Kali Priyo Chaudhuri	Chief Financial Officer
William Thomas	Secretary

The purchaser is requesting confidential treatment for the financial statements of Strategic Global Management, Inc. and has provided copies to the Attorney General under separate cover.

Attached to this Section 999.5(d)(9) as **Exhibit 1** are copies of Strategic Global Management, Inc. Articles of Incorporation and Bylaws.

Attached to this Section 999.5(d)(9) as **Exhibit 2** are copies of the charity care policy currently in effect for Orange County Global Medical Center. The purchaser intends to adapt this policy for use at the facilities after the completion of the proposed Transaction.

Title 11, California Code of Regulations, § 999.5(d)(9)

Exhibit 1

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FILED
In the office of the Secretary of State
of the State of California

JUL 12 1996

BILL JONES, Secretary of State

CERTIFICATE OF AMENDMENT AND RESTATEMENT

OF

ARTICLES OF INCORPORATION

OF

STRATEGIC GLOBAL MANAGEMENT, INC.

Kali P. Chaudhuri, M.D. certifies that:

1. He is the Chairman of the Board and Secretary of Strategic Global Management, Inc.

2. The Articles of Incorporation of the corporation shall be amended and restated to read in full as follows:

ONE: The name of this corporation is Strategic Global Management, Inc.

TWO: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California, other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THREE: The liability of the directors of the corporation for monetary damages shall be eliminated to the full extent permissible under Section 204(a)(10) of the California General Corporation Law.

FOUR: The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to the corporation and its shareholders.

FIVE: This corporation is authorized to issue only one class of shares, which shall be designated as "common." The total number of shares which this corporation is authorized to issue is 1,000,000 shares.

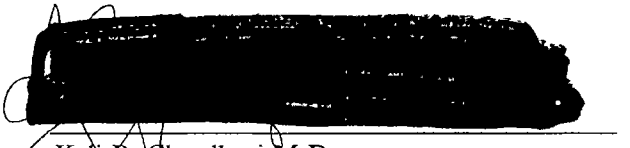
SIX: This corporation is a close corporation. All of the corporation's issued shares of all classes shall be held of record by not more than 35 persons.

3. The foregoing amendment and restatement of articles of incorporation has been duly approved by the board of directors.

4. The foregoing amendment and restatement of articles of incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the California Corporations Code. The total number of outstanding shares of this corporation is 100,000. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was 100%.

5. I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Dated: June 21 '96



Kali P. Chaudhuri, M.D.
Chairman of the Board and
Secretary

BYLAWS

OF

STRATEGIC GLOBAL MANAGEMENT, INC.
a California corporation

ARTICLE I

OFFICES

Section 1. PRINCIPAL OFFICES. The Board of Directors shall fix the location of the principal executive office of the Corporation at any place within or outside the State of California. If the principal executive office is located outside this State and the Corporation has one or more business offices in this State, the Board of Directors shall fix and designate a principal business office within the State of California.

Section 2. OTHER OFFICES. The Board of Directors may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to do business.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. PLACE OF MEETINGS. Meetings of Shareholders shall be held at any place within or outside the State of California designated by the Board of Directors. In the absence of any such designation, Shareholders' meetings shall be held at the principal executive office of the Corporation or at any place consented to in writing by all persons entitled to vote at such meeting, given before or after the meeting and filed with the Secretary of the Corporation.

Section 2. ANNUAL MEETING. The annual meeting of Shareholders shall be held each year on a date and at a time designated by the Board of Directors. At each annual meeting Directors shall be elected and any other proper business may be transacted.

Section 3. SPECIAL MEETINGS. A special meeting of the Shareholders may be called at any time, subject to Sections 4 and 5 of this Article II, by the Board of Directors, or by the Chairman of the Board, or by the President, or by one or more Shareholders holding shares in the aggregate entitled to cast not less than ten percent (10%) of the votes at that meeting. If a special meeting is called by any person or persons other than the Board of Directors, or the President or the Chairman of the Board, the request shall be in writing, specifying the time of such meeting and the general nature of the business to be transacted, and shall be delivered personally or sent by registered mail or by telegraphic or other facsimile transmission to the Chairman of the Board, the President, any Vice President, or the Secretary of the Corporation. The Officer receiving the request shall cause notice to be promptly given to the Shareholders entitled to vote, in accordance with the provisions of Sections 4 and 5 of this Article II, that a meeting will be held at the time requested by the person or persons calling the meeting, so long as that time is not less than thirty-five (35) nor more than sixty (60) days after the receipt of the request. If the notice is not given within twenty (20) days after receipt of the request, the person or persons requesting the meeting may give the notice. Nothing contained in this Section 3 shall be construed as limiting, fixing, or affecting the time when a meeting of Shareholders called by action of the Board of Directors may be held.

Section 4. NOTICE OF SHAREHOLDERS' MEETINGS. All notices of meetings of Shareholders shall be sent or otherwise given in accordance with Section 5 of this Article II not less than ten (10) (or, of sent by third class mail pursuant to Section 5 of this Article II, not less than thirty (30)) nor more than sixty (60) days before the date of the meeting. The notice shall specify the place, date, and hour of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted, and no business other than that specified may be transacted, or (ii) in the case of the annual meeting, those matters which the Board of Directors, at the time of giving the notice, intends to present for action by the Shareholders, but, subject to the provisions of the next paragraph of this Section, any proper matter may be presented at the meeting for such action. The notice of any meeting at which Directors are to be elected shall include the name(s) of any nominee(s) whom, at the time of the notice, the Board of Directors intend to present for election.

If action is proposed to be taken at any meeting for approval of (i) a contract or transaction in which a Director has a direct or indirect financial interest, pursuant to Section 310 of the California Corporations Code, (ii) an amendment of the Articles of InCorporation, pursuant to Section 902 of that Code, (iii) a reorganization of the Corporation, pursuant to Section 1201 of that Code, (iv) a voluntary dissolution of the Corporation, pursuant to Section 1900 of that Code, or (v) a distribution in dissolution other than in accordance with the rights of any outstanding preferred shares,

pursuant to Section 2007 of that Code, the notice shall also state the general nature of that proposal.

Section 5. MANNER OF GIVING NOTICE: AFFIDAVIT OF NOTICE. Notice of any meeting of Shareholders shall be given either personally or by first-class mail, or, if the Corporation has outstanding shares held of record by 500 or more persons (determined as provided in Section 605 of the California Corporations Code) on the record date of the Shareholder's meeting, notice may be sent by third class mail, or other written communication, charges prepaid, addressed to the Shareholder at the address of that Shareholder appearing on the books of the Corporation or given by the Shareholders to the Corporation for the purpose of notice. If no such address appears on the Corporation's books or is given, notice shall be deemed to have been given if sent to that Shareholder by first-class mail or other written communication to the Corporation's principal executive office, or if published at least once in a newspaper of general circulation in the county where the Corporation's principal executive office is located. Notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication.

If any notice (or report referenced in Article VII of these Bylaws) addressed to a Shareholder at the address of that Shareholder appearing on the books of the Corporation is returned to the Corporation by the United States Postal Service, marked to indicate that the United States Postal Service is unable to deliver the notice to the Shareholder at that address, all future notices or reports shall be deemed to have been duly given without further mailing if these shall be available to the Shareholder on written demand of the Shareholder at the principal executive Officer of the Corporation for a period of one year from the date of the giving of the notice.

An affidavit of the mailing or other means of giving any notice or report, in accordance with this Section, shall be executed by the Secretary, Assistant Secretary, or any transfer agent of the Corporation, shall be filed and maintained in the minute book of the Corporation, and shall be prima facie evidence of the giving of the notice or report.

Section 6. QUORUM. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting of Shareholders shall constitute a quorum for the transaction of business. The Shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

In the absence of a quorum, any meeting of Shareholders may be adjourned from time to time by the vote of a majority of the shares represented either in person or by proxy, but no other business may be transacted, except as provided in the last sentence of the proceeding paragraph of this Section.

Section 7. ADJOURNED MEETING; NOTICE. Any Shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the shares represented at that meeting, either in person or by proxy.

When any meeting of Shareholders, either annual or special, is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place are announced at a meeting at which that adjournment is taken, unless a new record date for the adjourned meeting is fixed, or unless the adjournment is for more than forty-five (45) days from the date set for the original meeting, in which case the Board of Directors shall set a new record date. Notice of any such adjourned meeting shall be given to each Shareholder of record entitled to vote at the adjourned meeting in accordance with the provisions of Sections 4 and 5 of this Article II. At any adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting.

Section 8. VOTING. The Shareholders entitled to vote at any meeting of Shareholders shall be determined in accordance with the provisions of Section 11 of this Article II, subject to the provisions of Sections 702 to 704, inclusive, of the California Corporations Code (relating to voting shares held by a fiduciary, in the name of a Corporation, or in joint ownership). The Shareholders' vote may be by voice vote or by ballot; provided, however, that any election of Directors must be by ballot if demanded by any Shareholder before the voting has begun. On any matter other than elections of Directors, any Shareholder may vote part of the shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal; but, if the Shareholder fails to specify the number of shares which the Shareholder is voting affirmative, it will be conclusively presumed that the Shareholders' approving vote is with respect to all shares that the Shareholder is entitled to vote. If a quorum is present, the affirmative vote of the majority of the shares represented at the meeting and entitled to vote on any matter (other than the election of Directors) shall be the act of Shareholders, unless the vote of a greater number of voting by classes is required by the California Corporations Code or by the Articles of Incorporation.

At a Shareholders' meeting at which Directors are to be elected, no Shareholder shall be entitled to cumulate votes (i.e., cast for any one or more

candidates a number of votes greater than the number of the Shareholder's shares) unless the candidates' names have been placed in nomination prior to commencement of the voting and a Shareholder has given notice prior to commencement of the voting of the Shareholder's intention to cumulate votes. If any Shareholder has given such notice, then every Shareholder entitled to vote may cumulate votes for candidates in nomination and give one candidate a number of votes equal to the number of Directors to be elected multiplied by the number of votes to which that Shareholder's shares are entitled, or distribute the Shareholder's votes on the same principle among any or all of the candidates, as the Shareholder deems fit. The candidates receiving the highest number of votes, up to the number of Directors to be elected, shall be elected. Votes against any candidate and votes withheld shall have no legal effect.

Section 9. WAIVER OF NOTICE OR CONSENT BY ABSENT SHAREHOLDERS. The transactions of any meeting of Shareholders, either annual or special, however called or noticed, and wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each person entitled to vote who was not present in person or by proxy signs a written waiver of notice or a consent to a holding of the meeting or an approval of the minutes thereof. The waiver of notice or consent need not specify either the business to be transacted or the purpose of any annual or special meeting of Shareholders, except that if action is taken or proposed to be taken for approval of any of those matters specified in the second paragraph of Section 4 of this Article II, the waiver of notice or consent shall state the general nature of the proposal. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Attendance by a person at a meeting shall constitute a waiver of notice of that meeting, except when the person objects at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened, and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters required by the California Corporations Code to be included in the notice of the meeting but not so included, if that objection is expressly made at the meeting.

Section 10. SHAREHOLDER ACTION BY WRITTEN CONSENT WITHOUT A MEETING. Any action which may be taken at any annual or special meeting of Shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all shares entitled to vote on that action were present and voted. In the case of election of Directors, such a

consent shall be effective only if signed by the holders of all outstanding shares entitled to vote for the election of Directors; provided, however, a Director may be elected at any time to fill a vacancy on the Board of Directors that was not created by removal of a Director and that has not been filled by the Directors, by the written consent of the holders of a majority of the outstanding shares entitled to vote for the election of Directors. All such consents shall be filed with the Secretary of the Corporation and shall be maintained in the corporate records. Any Shareholder giving a written consent or the Shareholder's proxy holders, or a transferee of the shares, or a personal representative of the Shareholder, or their respective proxy holders, may revoke the consent by a writing received by the Secretary of the Corporation before written consents of the number of shares required to authorize the proposed action have been filed with the Secretary.

If the consents of all Shareholders entitled to vote have not been solicited in writing the Secretary shall give prompt notice of any corporate action approved by the Shareholders without a meeting to those Shareholders entitled to vote who have not consented in writing. Such notice shall be given in the manner specified in Section 5 of this Article II. In the case of approval of (i) contracts or transactions in which a Director has a direct or indirect financial interest, pursuant to Section 310 of the California Corporations Code, (ii) indemnification of agents of the Corporation, pursuant to Section 317 of that Code, (iii) a reorganization of the Corporation, pursuant to Section 1201 of that Code, and (iv) a distribution in dissolution other than in accordance with the rights of outstanding preferred shares, pursuant to Section 2007 of that Code, the notice shall be given at least ten (10) days before the consummation of any action authorized by that approval, unless the consents of all Shareholders entitled to vote shall have been solicited in writing.

Section 11. RECORD DATE FOR SHAREHOLDER NOTICE, VOTING AND GIVING CONSENTS. For purposes of determining the Shareholders entitled to notice of any meeting or to vote, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of any such meeting nor more than sixty (60) days before any such action without a meeting. Only Shareholders of record at the close of business on the date so fixed are entitled to notice and to vote or give consents, as the case may be, notwithstanding any transfer of any shares on the books of the Corporation after the record date, except as otherwise provided in the California Corporations Code. A determination of Shareholders of record entitled to notice of or to vote at a meeting of Shareholders shall apply to any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting, but the Board of Directors shall fix a new record dated if the meeting is adjourned for more than forty-five (45) days from the date set for the original meeting.

Shareholder or a Shareholder's proxy shall, appoint inspectors of election at the meeting. The number of inspectors shall be either one (1) or three (3). If inspectors are appointed at a meeting on the request of one or more Shareholders or proxies, the holders of a majority of shares or their proxies present at the meeting shall determine whether one (1) or three (3) inspectors are to be appointed.

The inspectors of election shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, and the authenticity, validity, and effect of proxies, receive votes, ballots or consents, hear and determine all challenges and questions in any way arising in connection with the right to vote, count and tabulate all votes or consents, determine when the polls shall close, determine the result and do any other acts that may be property to conduct the election or vote with fairness to all Shareholders.

ARTICLE III

DIRECTORS

Section 1. POWERS. Subject to the provisions of the California Corporations Code and any limitations in the Articles of Incorporation and these Bylaws relating to action required to be approved by the Shareholders or by the outstanding shares, the business and affairs of the Corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors. The Board may delegate the management of the day-to-day business and affairs of the Corporation to a management company or other person, provided that the business and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. NUMBER AND QUALIFICATION OF DIRECTORS. The authorized number of Directors shall be two (2) until changed by a duly adopted amendment to these by laws adopted by the notice or written consent of holders of a majority of the outstanding shares entitled to vote. No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires.

Section 3. ELECTION AND TERM OF OFFICE OF DIRECTORS. Directors shall be elected at each annual meeting of the Shareholders to hold office until the next annual meeting. Each Director, including a Director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified, except in the case of the death, resignation or removal of such Director.

Section 4. REMOVAL. The entire Board of Directors or any individual Director may be removed from office without cause by the affirmative vote of a majority of the outstanding shares entitled to vote on such removal; provided, however, that unless the entire Board id removed, no individual Director may be removed when the votes case against such Director's removal, or not consenting in writing to such removal, would be sufficient to elect that Director if voted cumulatively at an election at which the same total number cast were cast (or, if such action is taken by written consent, all shares entitled to vote were voted) and the entire number of Directors authorized at the time of such Director's most recent election were then being elected.

Section 5. VACANCIES. Any Director may resign effective on given oral or written notice to the Chairman of the Board, the President, the Secretary, or the Board of Directors, unless the notice specifies a later time for that resignation to become effective. If the resignation of a Director is effective at a future time, the Board of Directors may elect a successor to take office when the resignation becomes effective.

Vacancies on the Board of Directors may be filled by a majority of the remaining Directors, though less than a quorum, or by a sole remaining Director, except that a vacancy created by the removal of a Director by the vote or written consent of the Shareholders or by court order may be filled only by the vote of a majority of the shares entitled to vote represented at a duly held meeting at which a quorum is present, or by the written consent of holders of a majority of the outstanding shares entitled to vote. Each Director so elected shall hold office until the next annual meeting of the Shareholders and until a successor has been elected and qualified, except in the case of the Director's death, resignation or removal.

A vacancy or vacancies in the Board of Directors shall be deemed to exist in the event of the death, resignation, or removal of any Director, or if the Board of Directors by resolution declares vacant the office of a Director who has been declared of unsound mind by an order of court or convicted of a felony, or if the authorized number of Directors is increased, or if the Shareholders fail, at any meeting of Shareholders at which any Director or Directors are elected, to elect the number of Directors to be voted for at that meeting.

The Shareholders may elect a Director or Directors at any time to fill any vacancy or vacancies not filled by the Directors, but any such election by written consent shall require the consent of the outstanding shares entitled to vote.

A Director may not be elected by written consent to fill a vacancy created by removal except by unanimous consent of all shares entitled to vote for the election of directors.

Section 6. PLACE OF MEETINGS AND MEETINGS BY TELEPHONE. Regular meetings of the Board of Directors may be held at any place within or outside the State of California that has been designated from time to time by resolution of the Board. In the absence of such a designation, regular meetings shall be held at the principal executive office of the Corporation. Special meetings of the Board shall be held at any place within or outside the State of California that has been designated in the notice of the meeting or, if not stated in the notice or there is no notice, at the principal executive office of the Corporation. Directors may participate in a meeting of the Board of Directors through the use of conference telephone or similar communications equipment, so long as all Directors participating in the meeting can hear one another, and all such Directors shall be deemed to be present in person at the meeting.

Section 7. ANNUAL MEETING. Immediately following each annual meeting of Shareholders, the Board of Directors shall hold a regular meeting for the purpose of organization, any desired election of Officers, and the transaction of other business. Notice of this meeting shall not be required.

Section 8. OTHER REGULAR MEETINGS. Other regular meetings of the Board of Directors shall be held without call at such time as shall from time to time be fixed by the Board of Directors. Such regular meetings may be held without notice.

Section 9. SPECIAL MEETINGS; NOTICE. Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the Chairman of the Board or the President or the Secretary or any two (2) Directors.

Notice of the time and place of special meetings shall be delivered personally or by telephone to each Director or sent by first-class mail or telegram, charges prepaid, or by other electronic communications, addressed to each Director at that Director's address as it is shown on the records of the Corporation. In case the notice is mailed, it shall be deposited in the United States mail at least four (4) days before the time of the holding of the meeting. In case the notice is delivered personally or by telephone, telegram, or by other electronic communications, it shall be delivered personally or by telephone or by other electronic communications at least forty-eight (48) hours before the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the Director or to a person at the office of the Director who the person giving the notice has reason to believe will

promptly communicate it to the Director. The notice need not specify the purpose of the meeting.

Section 10. QUORUM AND VOTING. A majority of the authorized number of Directors constitute a quorum for the transaction of business, except to adjourn as provided in Section 12 of this Article III. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, subject to the provisions of Section 310 of the Corporations Code of California (as to approval of contracts or transactions in which a Director has a direct or indirect material financial interest), Section 311 of that Code (as to appointment of committees), Section 317(e) of that Code (as to indemnification of Directors), and other applicable law. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

Section 11. WAIVER OF NOTICE. The transactions of any meeting of the Board of Directors, however called and notice or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Any Director who attends a meeting without protesting, before or at its commencement, the lack of notice to that Director shall be deemed to have waived any defect of notice of such meeting.

Section 12. ADJOURNMENT. A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Section 13. NOTICE OF ADJOURNMENT. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case notice of the time and place shall be given before the time of the adjourned meeting, in the manner specified in Section 9 of this Article III, to any Director not present at the time of the adjournment.

Section 14. ACTION WITHOUT MEETING. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to that

action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors. Such written consent or consents shall be filed with the Secretary of the Corporation and shall be maintained in the Corporation's records.

Section 15. FEES AND COMPENSATION OF DIRECTORS. Directors and members of committees may receive such compensation, if any, for their services, and such reimbursement of expenses as may be fixed or determined by resolution of the Board of Directors. This Section shall not be construed to preclude any Director from serving the Corporation in any other capacity as an Officer, agent, employee, or otherwise, and receiving compensation for those services.

ARTICLE IV

COMMITTEES

Section 1. COMMITTEES OF DIRECTORS. The Board of Directors may, by resolution adopted by a majority of the authorized number of Directors, designate one or more committees, each consisting of two or more Directors, to serve at the pleasure of the Board. The Board may designate as alternate members of any committee one or more Directors who may replace any absent member at any meeting of the committee. The appointment of members or alternate members of a committee requires a vote of a majority of the authorized number of Directors. Any committee, to the extent provided in the resolution of the Board, shall have all the authority of the Board, except with respect to:

(a) The approval of any action which, under the California Corporations Code, also requires Shareholders' approval or approval of the outstanding shares;

(b) The filling of vacancies on the Board of Directors or in any committee;

(c) The fixing of compensation of the Directors for serving on the Board or on any committee;

(d) The amendment or repeal of Bylaws or the adoption of new Bylaws;

(e) The amendment or repeal of any resolution of the Board of Directors which by its express terms is not amendable or repealable;

(f) A distribution to the Shareholders of the Corporation, except at a rate, in a periodic amount or within a price range determined by the Board of Directors; or

(g) The appointment of any other committees of the Board of Directors or the members of these committees.

Section 2. MEETINGS AND ACTION OF COMMITTEES. Meetings and action of committees shall be governed by, and held and taken in accordance with, the provisions of Article III of these Bylaws, Sections 6 (place of meetings), 8 (regular meetings), 9 (special meetings and notice), 10 (quorum), 11 (waiver of notice), 12 (adjournment), 13 (notice of adjournment), and 14 (action without meeting), with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time of regular meetings of committees may be determined either by resolution of the Board of Directors or by resolution of the committee, that special meetings of committees may also be called by resolution of the Board of Directors, and notice of special meetings of committees shall also be given to all alternate members who shall have the right to attend all meetings of the committee. The Board of Directors may adopt for the government of any committee rules not inconsistent with the provisions of these Bylaws.

ARTICLE V

OFFICERS

Section 1. OFFICERS. The Officers of the Corporation shall be a President, Secretary, and Chief Financial Officer. The Corporation may also have, at the discretion of the Board of Directors, a Chairman of the Board, one or more Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other Officers as may be appointed in accordance with the provisions of Section 3 of this Article V. Any number of offices may be held by the same person.

Section 2. ELECTION OF OFFICERS. The Officers of the Corporation, except such Officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article V, shall be chosen by the Board of Directors. Each shall serve at the pleasure of the Board, subject to the rights, if any, of an Officer under any contract of employment.

Section 3. SUBORDINATE OFFICERS. The Board of Directors may appoint, and may empower the President to appoint, such other Officers as the business

of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in the Bylaws or as the Board of Directors may from time to time determine.

Section 4. REMOVAL AND RESIGNATION OF OFFICERS. Subject to the rights, if any, of an Officer under any contract of employment, all Officers serve at the pleasure of the Board and any Officer may be removed, either with or without cause, by the Board of Directors at any regular or special meeting of the Board, or, except in case of an Officer chosen by the Board of Directors, by any Officer upon whom such power of removal may be conferred by the Board of Directors.

Any Officer may resign at any time by giving written notice to the Corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the Officer is a party.

Section 5. VACANCIES IN OFFICES. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office.

Section 6. CHAIRMAN OF THE BOARD. The Chairman of the Board, if such Officer be elected, shall, if present, preside at meetings of the Board of Directors, and shall exercise and perform such other powers and duties as may from time to time be assigned to him or her by the Board of Directors or prescribed by the Bylaws. If there is no President, the Chairman of the Board shall in addition be the Chief Executive Officer of the Corporation and shall have the powers and duties prescribed in Section 7 of this Article V.

Section 7. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an Officer, the President shall be the Chief Executive Officer of the Corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and the Officers of the Corporation. The President shall preside at all meetings of the Shareholders and, in the absence of the Chairman of the Board, or if there be none, at all meetings of the Board of Directors. The President shall have the general powers and duties of management usually vested in the office of President of a Corporation and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

Section 8. VICE PRESIDENTS. In the absence or disability of the President, the Vice Presidents, if any, in order of their rank as fixed by the Board of Directors or, if not ranked, a Vice President designated by the Board of Directors, shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors, these Bylaws, or the President, or the Chairman of the Board.

Section 9. SECRETARY. The Secretary shall keep, or cause to be kept, at the principal executive office of the Corporation or such other place as the Board of Directors may direct, a book of minutes of all meetings and actions of Directors, committees, Officers, and Shareholders. Such minutes shall show the time and place of each meeting, whether regular or special (and, if special, how authorized), the notice given, the names of those present at Directors' meetings or committee meetings, the number of shares present or represented at Shareholders' meetings, and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal executive office or at the office of the Corporation's transfer agent or registrar, as determined by resolution of the Board of Directors, a share register, or a duplicate share register, showing the names of all Shareholders and their addresses, the number of and classes of shares held by each, the number and date of certificates issued for the same, and the number and date of cancellation of every certificate surrendered for cancellation.

The Secretary shall give, or cause to be given, notice of all meetings of the Shareholders and of the Board of Directors required by the Bylaws or by law to be given. The Secretary shall keep the seal of the Corporation (if one be adopted) in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by these Bylaws.

Section 10. CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and shares. The books of account shall at all reasonable times be open to inspection by any Director.

The Chief Financial Officer shall deposit all monies and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board of Directors. The Chief Financial Officer shall disburse the

funds of the Corporation as may be ordered by the Board of Directors, shall render to the President and Directors (whenever they request it) an account of all of Chief Financial Officer's transactions on behalf of the Corporation and of the financial condition of the Corporation, and shall have other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

ARTICLE VI

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND OTHER AGENTS

Section 1. INDEMNIFICATION OF DIRECTORS. The Corporation shall, to the maximum extent and in the manner permitted by the California Corporations Code, indemnify each of its Directors against expenses (as defined in Section 317(a) of that Code), judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding (as defined in Section 317(a) of that Code), arising by reason of the fact that such person is or was a Director of the Corporation. For purposes of this Article VI, a "Director" of the Corporation includes any person (i) who is or was a Director of the Corporation, (ii) who is or was serving at the request of the Corporation as a Director of another foreign or domestic corporation, partnership, joint venture, trust or the enterprise, or (iii) who was a Director of a corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation.

Section 2. INDEMNIFICATION OF OTHERS. The Corporation shall have the power, to the extent and in the manner permitted by the California Corporations Code, to indemnify each of its employees, Officers, agents (other than Directors) against expenses (as defined in Section 317(a) of that Code), judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding (as defined in Section 317(a) of that Code), arising by reason of the fact that such person is or was an employee, Officer, or agent of the Corporation. For purposes of this Article VI, an "employee" or "Officer" or "agent" of the corporation (other than a Director) includes any person (i) who is or was an employee, Officer, or agent of the Corporation, (ii) who is or was serving at the request of the Corporation as an employee, Officer, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or (iii) who was an employee, Officer, or agent of a corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation.

Section 3. PAYMENT OF EXPENSES IN ADVANCE. Expenses and attorneys' fees incurred in defending any civil or criminal action or proceeding for

which indemnification is required pursuant to Section 1 of this Article VI, or if otherwise authorized by the Board of Directors, shall be paid by the Corporation in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of the indemnified party to repay such amount if it shall ultimately be determined that the indemnified party is not entitled to be indemnified as authorized in this Article VI.

Section 4. INDEMNITY NOT EXCLUSIVE. The indemnification provided by this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Shareholders or Directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office. The rights to indemnity hereunder shall continue as to a person who has ceased to be a Director, Officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of the person.

Section 5. INSURANCE INDEMNIFICATION. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Corporation against any liability asserted against or incurred by such person in such capacity or arising out of that person's status as such, whether or not the Corporation would have the power to indemnify that person against such liability under the provisions of this Article VI.

Section 6. CONFLICTS. No indemnification or advance shall be made under this Article VI, except where such indemnification or advance is mandated by law or the order, judgment or decree of any court of competent jurisdiction, in any circumstance where it appears:

(1) That it would be inconsistent with the provision of the Articles of Incorporation, these Bylaws, a resolution of the Shareholders or an agreement in effect at the time of the accrual of the alleged cause of the action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(2) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 7. RIGHT TO BRING SUIT. If a claim under this Article is not paid in full by the Corporation within ninety (90) days after a written claim has been received by the Corporation (either because the claim is denied or because no determination is made), the claimant may at any time thereafter bring suit against the

Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall also be entitled to be paid the expenses of prosecuting such claim. The Corporation shall be entitled to raise as a defense to any such action that the claimant has not met the standards of conduct that make it permissible under the California Corporations Code for the Corporation to indemnify the claimant for the claim. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its Shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is permissible in the circumstances because he or she has met the applicable standard of conduct, if any, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its Shareholders) that the claimant has not met the applicable standard of conduct, shall be a defense to such action or create a presumption for the purposes of such action that the claimant has not met the applicable standard of conduct.

Section 8. INDEMNITY AGREEMENTS. The Board of Directors is authorized to enter into a contract with any Director, Officer, employee or agent of the Corporation, or any person who is or was serving at the request of the Corporation as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including employee benefit plans, or any person who was a Director, Officer, employee or agent of a corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation, providing for indemnification rights equivalent to or, if the Board of Directors so determines and to the extent permitted by applicable law, greater than, those provided for in this Article VI.

Section 9. AMENDMENT, REPEAL, OR MODIFICATION. Any amendment, repeal or modification of any provision of this Article VI shall not adversely affect any right or protection of a Director or agent of the Corporation existing at the time of such amendment, repeal or modification.

ARTICLE VII

RECORDS AND REPORTS

Section 1. MAINTENANCE AND INSPECTION OF SHARE REGISTER. The Corporation shall keep at its principal executive office, or at the office of its transfer agent or registrar (if either be appointed), as determined by resolution of the Board of Directors, a record of its Shareholders giving the names and addresses of all Shareholders and the number and class of shares held by each Shareholder.

A Shareholder or Shareholders of the Corporation shall have the right to inspect the share register as provided in Section 1600 of the California Corporations Code.

Section 2. MAINTENANCE AND INSPECTION OF BYLAWS. The Corporation shall keep at its principal executive office, or if its principal executive office is not in the State of California, at its principal business office in this State, the original or a copy of the Bylaws, as amended to date, which shall be open to inspection by the Shareholders at all reasonable times during office hours. If the principal executive office of the Corporation is outside the State of California and the Corporation has no principal business office in this State, the Secretary shall, upon the written request of any Shareholder, furnish to that Shareholder a copy of the Bylaws as amended to date.

Section 3. MAINTENANCE AND INSPECTION OF OTHER CORPORATE RECORDS. The accounting books and records and minutes of proceedings of the Shareholders and the Board of Directors and committees of the Board of Directors shall be kept at such place or places designated by the Board of Directors, or, in the absence of such designation, at the principal executive office of the Corporation. The minutes shall be kept in written form, and the accounting books and records shall be kept either in written form or in any other form capable of being converted into written form. The minutes and accounting books and records shall be open to inspection upon the written demand of any Shareholder or holder of a voting trust certificate at any reasonable time during usual business hours for a purpose reasonably related to the holder's interests as a Shareholder or as the holder of a voting trust certificate. Such inspection may be made in person or by an agent or attorney and shall include the right to copy and make extracts. These rights of inspection shall extend to the records of each subsidiary Corporation of the Corporation.

Section 4. INSPECTION BY DIRECTORS. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Corporation and each of its subsidiary Corporations. This inspection by a Director may be made in person or by an agent or attorney, and the right of inspection includes the right to copy and make extracts of documents.

Section 5. ANNUAL REPORT TO SHAREHOLDERS; WAIVER. The Board of Directors shall cause an annual report to be sent to the Shareholders not later than one hundred twenty (120) days after the close of the fiscal year adopted by the Corporation. Such report shall be sent to the Shareholders at least fifteen (15) (or, if sent by third-class mail, thirty-five (35)) days prior to the annual meeting of

Shareholders to be held during the next fiscal year and in the manner specified in Section 5 of Article II of these Bylaws for giving notice to Shareholders of the Corporation.

The annual report shall contain a balance sheet as of the end of the fiscal year and an income statement and statement of changes in financial position for the fiscal year, accompanied by any report thereon of independent accountants or, if there is no such report, the certificate of an authorized Officer of the Corporation that the statements were prepared without audit from the books and records of the Corporation.

The foregoing requirement of an annual report shall be waived so long as the shares of the Corporation are held by fewer than one hundred (100) holders of record.

Section 6. FINANCIAL STATEMENTS. If no annual report for the fiscal year has been sent to Shareholders, then the Corporation shall, upon the written request of any Shareholder made more than one hundred twenty (120) days after the close of such fiscal year, deliver or mail to the person making the request, within thirty (30) days thereafter, a copy of a balance sheet as of the end of such fiscal year and an income statement and statement of changes in financial position for such fiscal year.

The Shareholder or Shareholders holding at least five percent (5%) of the outstanding shares of any class of the Corporation may make a written request to the Corporation for an income statement of the Corporation for the three-month, six-month or nine-month period of the current fiscal year ended more than thirty (30) days prior to the date of the request and a balance sheet of the Corporation as of the end of that period. The statements shall be delivered or mailed to the person making the request within thirty (30) days thereafter. A copy of the statements shall be kept on file in the principal office of the Corporation for twelve (12) months and it shall be exhibited at all reasonable times to any Shareholder demanding an examination of the statements or a copy shall be mailed to the Shareholder. If the Corporation has not sent to the Shareholders it annual report for the last fiscal year, the statements referred to in the first paragraph of this Section 6 shall likewise be delivered or mailed to the Shareholder or Shareholders within thirty (30) days after the request.

The quarterly income statements and balance sheets referred to in this section shall be accompanied by the report thereon, if any, of any independent accountants engaged by the Corporation or the certificate of an authorized Officer of the Corporation that the financial statements were prepared without audit from the books and records of the Corporation.

Section 7. REPRESENTATION OF SHARES OF OTHER CORPORATIONS. The Chairman of the Board, the President, any Vice President, the Chief Financial Officer, the Secretary or Assistant Secretary of this Corporation, or any other person authorized by the Board of Directors or the President or a Vice President, is authorized to vote, represent, and exercise on behalf of this Corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this Corporation. The authority herein granted may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by such person having the authority.

ARTICLE VIII

GENERAL CORPORATE MATTERS

Section 1. RECORD DATE FOR PURPOSES OTHER THAN NOTICE AND VOTING. For purposes of determining the Shareholders entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect of any other lawful action (other than with respect to notice or voting at a Shareholder's meeting or action by Shareholders by written consent without a meeting), the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days before any such action. Only Shareholders of record at the close of business on the date so fixed are entitled to receive the dividend, distribution, or allotment of rights or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the Corporation after the record date so fixed, except as otherwise provided in the California Corporations Code.

If the Board of Directors does not so fix a record date, the record date for determining Shareholders for any such purpose shall be at the close of business on the date on which the Board adopts the applicable resolution or the sixtieth (60th) day before the date of that action, whichever is later.

Section 2. CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the Corporation, shall be signed or endorsed by such person or persons, and only such person or persons, and in such manner as shall be determined, from time to time, by resolution of the Board of Directors.

Section 3. CORPORATE CONTRACTS AND INSTRUMENTS: HOW EXECUTED. The Board of Directors, except as otherwise provided in these Bylaws,

may authorize any Officer(s) or agent(s) to enter into any contract or execute any instrument in the name of and on behalf of the Corporation. This authority may be general or confined to specific instances; and, unless so authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 4. CERTIFICATES FOR SHARES. A certificate or certificates for shares of the capital stock of the Corporation shall be issued to each Shareholder when any of these shares are fully paid. The Board of Directors may authorize the issuance of certificates or shares as partly paid, provided that these certificates shall state the amount of the consideration to be paid for them and the amount paid. All certificates shall be signed in the name of the Corporation by the Chairman of the Board or the President or Vice President and by the Chief Financial Officer or an Assistant Treasurer or the Secretary or any Assistant Secretary, certifying the number of shares and the class or series of shares owned by the Shareholder. Any or all of the signatures on the certificate may be facsimile. In case any Officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be that Officer, transfer agent, or registrar before that certificate is issued, it may be issued by the Corporation with the same effect as if that person were an Officer, transfer agent, or registrar at the date of issue.

Section 5. LOST CERTIFICATES. Except as provided in this Section 5, no new certificates for shares shall be issued to replace an old certificate unless the latter is surrendered to the Corporation and cancelled at the same time. The Board of Directors may, in case any share certificate or certificate for any security is lost, stolen, or destroyed, authorize the issuance of a replacement certificate on such terms and conditions as the Board may require, including provision for indemnification of the Corporation secured by a bond or other adequate security sufficient to protect the Corporation against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft, or destruction of the certificate or the issuance of the replacement certificate.

Section 6. CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Corporations Code shall govern the construction of these Bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a corporate and natural person.

ARTICLE IX

AMENDMENTS

Section 1. AMENDMENT BY SHAREHOLDERS. New Bylaws may be adopted or these Bylaws may be amended or repealed by the vote or written consent of holders of a majority of the outstanding shares entitled to vote; provided, however, that if the Articles of InCorporation of the Corporation set forth the number of authorized Directors of the Corporation, the authorized number of Directors may be changed only by an amendment of the Articles of InCorporation.

Section 2. AMENDMENT BY DIRECTORS. Subject to the rights of the Shareholders as provided in Section 1 of this Article IX, other than a Bylaw or an amendment of a Bylaw changing the authorized number of Directors, these Bylaws may be adopted, amended, or repealed by the Board of Directors.

Section 3. RECORD OF AMENDMENTS. Whenever an amendment or new Bylaw is adopted, it shall be copied in the book of minutes with the original Bylaws. If any Bylaw is repealed, the fact of repeal, with the date of the meeting at which the repeal was enacted or written consent was filed, shall be stated in said book.

ARTICLE X

INTERPRETATION

Reference in these Bylaws to any provision of the California Corporations Code shall be deemed to include all amendments thereof.

Title 11, California Code of Regulations, § 999.5(d)(9)

Exhibit 2

ORANGE COUNTY GLOBAL MEDICAL CENTER POLICY AND PROCEDURE			
Title:	**CHARITY CARE/DISCOUNT CARE POLICY**		
Manual:	**BUSINESS OFFICE PROCEDURE MANUAL**	**Policy No.:**	02.06.02
Original Date: 3/08/2005	**Revised Date:** 2/01/2015	**Reviewed Date:** 4/01/2015	

PURPOSE:

The purpose of this Policy is to define the criteria which will be used by KPC Healthcare Inc.'s hospitals – Anaheim Global Medical Center, Chapman Global Medical Center, Orange County Global Medical Center, and South Coast Global medical Center - hereinafter each referred to a "Facility", to comply with the requirements of the California Hospital Fair Pricing Policies Act..

SCOPE:

All KPC facilities' Admitting and Patient Accounting Platforms (Central Business Office)

DEFINITIONS:

Charity Care: Charity care is defined as medically necessary inpatient or outpatient hospital services provided at no cost to a patient who (1) is an Uninsured Patient or a Patient with High Medical Costs, (2) has an income equal to or less that 199% of the current applicable federal poverty guideline (FPG) and (3) has established qualification in accordance with requirements contained in this policy.

Discount Payment: A discount payment is defined as partial financial assistance that results from any medically necessary inpatient or outpatient hospital service provided to a patient who: (1) desires assistance with paying their hospital bill , (2) is Uninsured or is a Patient with High Medical Costs, (3) has an income from 200% to 350% of the applicable FPG; and (4) who has established qualification in accordance with requirements contained in this policy.

Federal Poverty Guidelines ("FPG"): The Federal Poverty Guidelines are guidelines issued and updated periodically by the United States Department of Health and Human Services that establish the gross income eligibility criteria (based on family size) for Charity Care and Discount Payment status as described in this Policy.

Good Faith Estimate: An amount quoted by Facility Registration staff that represents a reasonable approximation of the actual price to be paid for services received by the patient at the Facility. If a Good Faith Estimate is reasonably required, Registration staff

will make their best efforts to develop and quote a Good Faith Estimate, however, registration staff may not be able to fully predict the actual medical services that will subsequently be ordered by the patient's attending, treating or consulting physician(s).

Medically Necessary Services: Financial assistance under this policy shall only apply to medically necessary services which are services or supplies determined to be proper and needed for the diagnosis, direct care or treatment of the medical condition and meet the standards of good medical practice in the medical community. Financial assistance is excluded under this policy for services that are not medically necessary including, but not limited to, unique services where medically efficacious alternative therapies are available. Examples of excluded services include, but are not limited to, the following: cosmetic and/or plastic surgery services, infertility services, or other services that are primarily for patient comfort and/or patient convenience.

Patient with High Medical Costs: A patient is considered to have high medical costs if he or she has (1) a family income equal to or less than 350% of the applicable FPG and (2) annual out of pocket medical expenses aid and/or incurred by the patient or the patient's family in the past 12 months that exceed 10% of the patient's family income, provided the patient provides documentation of the patient's expenses paid by the patient or the patient's family in the prior 12 months

Patient's Family: A Patient's family means the following:

1. For persons 18 years of age and older: spouse, domestic partner, as defined in Section of the California Family Code, and dependent children under 21 years of age, whether living at home or not.

    a. Domestic Partner: A domestic partnership shall be established in California when both persons file a Declaration of Domestic Partnership with the Secretary of State pursuant to this division, and, at the time of filing, all of the following requirements are met:
        (1) Both persons have a common residence.
        (2) Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.
        (3) The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
        (4) Both persons are at least 18 years of age.
        (5) Either of the following:
            (A) Both persons re members of the same sex.
            (B) One or both of the persons meet the eligibility criteria under Title II of the Social Security Act as defined in 42 U.S.C. Section 402(a) for old-

age insurance benefits or Title XVI of the Social Security Act as defined in 42 U.S.C. Section 1381 for aged individuals. Notwithstanding any other provision of this section, persons of opposite sexes may not constitute a domestic partnership unless one or both of the persons are over the age of 62.

(6) Both persons are capable of consenting t the domestic partnership.

2. For persons under 18 years of age: parent, caretaker relatives and other children under 31 years of age of the parent or caretaker relative.

Policy: A reference to "this policy" shall refer to this Charity Care/Discount Payment Policy.

Qualified Payment Plan: A payment plan established for a patient who has qualified for a Discount Payment through this Policy is classified as a Qualified Payment Plan. A Qualified Payment Plan shall have no interest charges applied to any or all balances due from the patient/guarantor. In the event that the Facility and the patient/guarantor cannot reach agreement on terms for a Qualified Payment Plan, the Facility shall use the formula described in Health & Safety Code Section 127400(i) to establish terms for a "reasonable payment plan," as defined in the statute.

Uninsured Patient: An Uninsured Patient is a patient who does not have third-party coverage from a health insurer, health care service plan, Medicare or Medicaid, and whose injury is not a compensable injury for purposes of workers' compensation, automobile insurance or other insurance as determined and documented by the Facility.

POLICY:

I. Charity Care/Discount Payment Qualification Requirements. Depending upon Individual patient qualification, financial assistance in the form of Charity Care or a Discount Payment may be granted to the patient. If a person requests charity care or a discount payment and fails to provide information that is reasonable and necessary for the Facility to make a determination, the Facility may consider that failure in making its determination. Financial assistance may be denied when the patient/responsible person does not meet the qualification requirements under this Policy.

II. Patient Cooperation: This Policy relies upon the cooperation of individual patients who may be eligible for full or partial assistance. To facilitate receipt of accurate and timely patient financial information, the Facility utilizes a Financial assistance Application. All patients unable to demonstrate financial coverage by

third party insurers will be offered an opportunity to complete the Financial Assistance Application.

Patients are required to provide accurate and truthful eligibility documentation reasonably necessary to make a determination of the patient's qualification for financial assistance coverage through any government coverage program or this Policy. Patient should expect and are required to pay any or all amounts due at the time of service. Said amounts due may include, but are not limited to, copayments and deductibles.

III. Process and Procedure.

A. Eligibility. A patient is eligible for financial assistance under this Policy if (1) the patient's family income is equal to or less than 350% of the applicable FPG and (2) the patient is either an Uninsured Patient or a Patient with High Medical Costs.

Eligibility alone is not an entitlement to financial assistance qualification under this Policy. The patient must complete the Financial Assistance Application and provide all required documentation and the Facility must complete a process of applicant evaluation and determine qualification before charity care or a discount payment may be extended to the patient.

B. Other Insurance Options. Uninsured patients will also be (1) offered information, assistance and referral to government-sponsored programs for which they may be eligible and (2) provided information regarding insurance coverage through Covered California. Uninsured patients will also be provided with contact information for local consumer legal assistance center which may assist the uninsured patient with obtaining health benefits coverage.

C. Completion of a Financial Assistance Application.

1. The Financial Assistance Application should be completed as soon as there is an indication the patient may be in need of financial assistance. The application form may be completed prior to service, during a patient stay, or after services are completed and the patient has been discharged.

2. The Financial Assistance Application provides:

a. Information necessary for the Facility to determine if the patient has income sufficient to pay for services.
b. Documentation useful in determining qualification for financial assistance; and
c. An audit trail documenting the Facility's commitment to providing financial assistance.

3. In certain circumstances, a completed Financial Assistance Application may not be required if the Facility, in its sole discretion, determines it has sufficient patient financial information from which to make a financial assistance qualification decision.
4. If a patient applies or has a pending application for another health coverage program at the same time he or she applies for financial assistance under this Policy, neither application shall prevent the patient for establishing eligibility under the other program.

D. Determination Based On Ability to Pay. Qualification for charity care or a discount payment shall be determined solely based on the patient's and/or patient family representative's ability to pay. Qualification for financial assistance shall not be based in any way on age, gender, sexual orientation, gender identity, ethnicity, national origin, veteran status, disability or religion. While financial assistance shall not be provided on a discriminatory or arbitrary basis, the Facility retains full discretion, consistent with laws and regulations, to establish eligibility criteria and determine when a patient has provided sufficient evidence of qualification for financial assistance.

E. Asset/Income Qualification.

1. For Discount Payments: Family size and documentation of family income in the form of federal income tax returns and recent pay stubs.

2. For Charity Care:

a. Family size and documentation of income and assets including information on all monetary assets including, without limitation, federal income tax returns, recent pay stubs, and/or other relevant information, but including statements on retirement or deferrre3d compensation plans qualified under the Internal Revenue Code, or nonqualified deferred compensation plans. The Facility may require waivers or

releases from the patient or patient's family, authorizing the Facility to obtain account information from financial commercial institutions, or other entities that hold or maintain the monetary assets, to verify their value.

b. A patient's family assets may be evaluated to determine if sufficient patient household resources exist to satisfy the Facility's bill for services rendered. Evaluation of patient assets will consider both the asset value and amounts owed against the asset to determine if potential net worth is available to satisfy the patient payment obligation. Recognizing the need to protect basic household assets, each patient family unit evaluat3d will be allowed the following asset exemptions:

   i. Primary residence;
   ii. One vehicle per patient or two vehicles per family unit;
   iii. The first $10,000 of monetary assets, and 50% of monetary assets after the first $10,00; and
   iv. Retirement or deferred compensation plans qualified under the Internal Revenue Code, or nonqualified deferred compensation plans.

Patients who have assets beyond those specifically exempted will be expected to leverage the assets through independent financing in order to satisfy the patient account.

F. Catastrophic Medical Event. Any patient who experiences a catastrophic medical event may be deemed eligible for financial assistance as determined in the Facility's sole discretion. The determination of a catastrophic medical event shall be based upon the amount of the patient's family income and assets as reported at the time of occurrence. As a general guideline, any account with a patient liability for services rendered that exceeds $100,00 may be considered for eligibility as a catastrophic medical event.

G. Pricing Guidelines. If a patient qualifies for a Discount Payment, the Facility shall limit the expected payment for medically necessary services rendered to the amount the Facility would expect, in good faith, to receive for providing the services from Medicare, Medi-Cal or any other government –sponsored health program of health benefits in which the Facility participates, whichever is greater. If the Facility provides a service for which there is not established payment by a government-sponsored program, the Facility shall establish an appropriate discount payment. Generally, the following rates shall apply:

California Fair Pricing Rates-Reference Sheet

Services	Rates
Emergency Room	Medicare guidelines
Outpatient Ancillary services	Medicare guidelines
Outpatient surgery/invasive services	*Greater of: Medicare guidelines or CalOptima Direct Adult Expansion guidelines; and the cost for implants (if applicable) is equal to or greater than $3K cost*
Inpatient Services:	
OB Delivery	*Greater of: Medicare guidelines or CalOptima Direct Adult Expansion guidelines; and the cost for implants (if applicable) is equal to or greater than $3K cost*
Outpatient OB observation	*Greater of: Medicare guidelines or CalOptima Direct Adult Expansion guidelines; and the cost for implants (if applicable) is equal to or greater than $3K cost*
NICU	*Greater of: Medicare guidelines or CalOptima Direct Adult Expansion guidelines; and the cost for implants (if applicable) is equal to or greater than $3K cost*
Trauma	*Greater of: Medicare guidelines or CalOptima Direct Adult Expansion guidelines; and the cost for implants (if applicable) is equal to or greater than $3K cost*
Burn	*Greater of: Medicare guidelines or CalOptima Direct guidelines; and the cost for implants (if applicable) is equal to or greater than $3K cost*

H. Qualified Payment Plans.

1. When the Facility has determined a patient is qualified for a discount payment, the patient shall have the option to pay any or all outstanding amounts due in one lump sum payment or through a scheduled term Qualified Payment Plan. The Facility will discuss payment plan options with each patient that requests to make arrangements for term payments. Individual payment plans will be arranged based upon the patient's ability to effectively meet the payment terms. As a general guideline, payment plans will be structured to last no longer than 36 months.

2. Reasonable Payment Plan. KPC Healthcare shall negotiate in good faith with the patient; however the Facility is not obligated to accept the payment terms offered by the patient. In the event that the Facility and an individual patient or guarantor cannot reach an agreement to establish a Qualified Payment Plan, he Facility will use the "reasonable payment plan" formula as defined in Health & Safety Code Section 127400(i) as the basis for a payment plan. A "reasonable payment plan" means monthly payments that are not more than 10% of patient's family income for a

month, excluding deductions for essential living expenses as such expenses are defined in the statute.

In order to apply the "reasonable payment plan" formula, the Facility shall collect patient family information on income and "essential living expenses" in accordance with the statute. The Facility shall use a standardized form to collect such information. Each patient or guarantor seeking to establish a payment plan by applying the "reasonable payment plan" formula shall submit the family income and expense information as requested, unless the information request is waived by the Facility.

3. No Interest. No interest will be charged to Qualified Payment Plan accounts for the duration of any plan arranged under the provisions of the Policy.

4. Payment Default. Once a Qualified Payment Plan has been approved by the Facility, any failure to pay all consecutive payments due may constitute a payment plan default. It is the patient or guarantor's responsibility to contact the Facility's Central Business Office if circumstances change and payment plan terms cannot be met. However, in the event of payment plan default, the Facility will make a reasonable attempt to contact the patient or their family representative by telephone and also give notice of the default in writing. The patient shall have an opportunity to renegotiate the extended Qualified Payment Plan and may do so by contacting the Central Business Office within twenty-one (21) days from the date of the written notice of extended payment plan default. If the patient fails to request renegotiation of the Qualified Payment Plan within twenty-one (21) days, the payment plan will be deemed inoperative and the account may become subject to collection actions as permitted by law.

IV. Emergency Physician. An emergency physician, as defined in Health and Safety Code Section 127450, who provides emergency medical services in a hospital that provides emergency care, is also required by law to provide discounts to Uninsured Patients or Patients with High Medical Costs who are at or below 350% of the applicable FPG. This statement shall not be construed to impose any additional responsibilities upon the Facility.

V. Public Notice. The Facility shall post notices informing the public of this Policy.

Such notices shall be posted in high volume inpatient, and outpatient service areas, including but not limited to, the emergency department, billing office, inpatient admission and outpatient registration areas or other common patient waiting areas in the Facility. Notices shall also be posted at any location where a patient may pay his or her bill. Notices will include contact information on how a patient may obtain more information on financial assistance as well as where apply for such assistance.

Exhibit A – Financial Assistance Referral Form/Instructions

HOSPITAL NAME

HOSPITAL ADDRESS

FINANCIAL ASSISTANCE

(For Medi-Cal, Victims of Crime, California Children's Services Program, Charity Care or Discount Program.)

INSTRUCTION **Visit/Invoice #:** _____

1. Please complete all areas on the attached application. If any area does not apply to you, write N/A in the space provided.

2. Attach an additional page if you need more space to answer any question.

3. You must provide proof of income when you submit this application. The following documents are accepted as proof of income:

   If you filed a federal income tax return, you must submit a copy:

   a. Federal income tax return (Form 1040) from the most recent year. You must include all schedules and attachments as submitted to the Internal Revenue Service;
   b. Federal W-2 Form showing wages and earnings;

   If you did not file a federal income tax return, please provide the following:

   a. Two (2) most recent paycheck stubs;
   b. Two (2) most recent check stubs from any Social Security, child support, unemployment, disability, alimony or other payments;
   c. Two (2) consecutive bank statements;
   d. If you are paid only by cash, please provide a written statement explaining your income sources. If you have no income, please provide a letter explaining how you support yourself/family.

4. Your application cannot be processed until all required information is provided.

5. It is important that you complete, sign and submit the financial assistance application along with all required attachments within fourteen (14) days.

6. You must sign and date the application. If the patient/guarantor and spouse provide information, both must sign the application.

7. If you have any questions, please call your representative.

   Account Representative: _____

   Phone number: _____

   Send your completed application to:

   HOSPITAL NAME
   C/O MEP Dept.
   HOSPITAL ADDRESS

Exhibit B – Confidential Medical and Financial Assistance Application

Facility:	Visit/Invoice #:	Patient Name:	SSN:	DOB:
Patient Address:				
Patient Home Phone:		Patient Work Phone:		

SECTION A

MEDICAL ASSISTANCE SCREENING– *Please check answers "Y" for yes to "N" for no.*

	Y / N		Y / N
1. *Is the patient under age 21 or over age 65?*	☐ / ☐	5. *Is the patient pregnant, or was the admission pregnancy related?*	☐ / ☐
2. *Is the patient a single parent of a child under age 21?*	☐ / ☐	6 *Will the patient potentially be disabled for 12 months?*	☐ / ☐
3. *Is the patient a caretaker or guardian of a child under 21?*	☐ / ☐	7. *Is the patient a Victim of Crime?*	☐ / ☐
4. *Is the patient a married parent of a minor child?* *If yes, does the patient have a 30-day incapacitation?*	☐ / ☐	8. *Does the patient have a "COBRA" or insurance policy that the premium has lapsed?*	☐ / ☐

SECTION B

In order to determine qualifications for any discounts or assistance programs the following information is necessary.

RESPONSIBLE PARTY/GUARANTOR

Responsibility Party:			Relationship to patient:
SSN:	DOB:		
Home Address:			Phone #:
Work Address:			Phone #:
Gross Income: **$**	Circle One - ☐ Hourly ☐ Daily ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Yearly		
	Hours Per Week:		
Responsibility Party:			
SSN:			
Home Address:	DOB:		
Work Address:			Phone #:
Gross Income: **$**			Phone #:
Hours Per Week:	Circle One - ☐ Hourly ☐ Daily ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Yearly		

SECTION C

HOMELESS AFFIDAVIT

I, _____, herby certify that I am homeless, have no permanent address, no job, savings, or assets, and no income other than potential donations from others.

Patient/Guarantor Initials_____

ATTESTATION OF TRUTH

I hereby acknowledge all of the information provided herein is true and correct. I understand that providing false information will result in the denial of this Application. Additionally, depending upon local or state statutes, providing false information to defraud a hospital for obtaining goods or services may be considered an unlawful act. I also acknowledge and consent that a credit report may be obtained or other such measure may be taken to verify information provided herein. I fully understand that **KPC** Charity Care program(s) is a "Payer of Last Resort" and hereby confirm all prior assignments of benefits and rights, which may include liability actions, personal injury claims, settlements, and any and all insurance benefits which may become payable, for fitness or injury, for which KPC or its' subsidiaries provided care.

_____ _____

PATIENT/GUARANTOR SIGNATURE **DATE**

with state statute, providing false information to defraud a hospital for obtaining goods or services is a misdemeanor, and in accordance atue, may be punishable

by imprisonment and a fine. I also understand that a credit report may be obtained or other such measure may be taken to verify ation provided herein. I fully

understand that KPC Charity Care programs is a "Payer of Last Resort" and hereby assign all benefits due from any liability action, ıal injury claims, forth

settlements, and any and all insurance benefits which may become payable or fitness or injury for **which KPC** provided care.

PATIENT/GUARANTOR SIGNATURE **DATE**

Exhibit C – Financial Assistance Worksheet

FINANCIAL ASSISTANCE WORKSHEET

Determine if case is catastrophic or non-catastrophic. if the hospital gross charges are more than annual income, the case may be considered catastrophic.

For Charity recommendation, patient must meet at least 100% of FPG or higher. All others not meeting charity will follow current AR collection effort and may access Dept's prompt payment discount and/or flat rate policy.

Current Gross (annual) income						$ -
Account Gross Charges						$ -
		Annual FPG		**Fmly Size**	**% FPG**	
$ -	Divided by	$ -		0	#DIV/0!	

**Remember: - When calculating income, be consistent - use annual in all your calculations.

FEDERAL POVERTY GUIDELINES (eff. 4/1/15)

Size of Fmly	48 States Gross Annually			
	100% FPG	199% FPG	200% FPG	350% FPG
1	$ 11,770.00	$ 23,422.30	$ 23,540.00	$ 40,989.03
2	$ 15,930.00	$ 31,700.70	$ 31,860.00	$ 55,476.23
3	$ 20,090.00	$ 39,979.10	$ 40,180.00	$ 69,963.43
4	$ 24,250.00	$ 48,257.50	$ 48,500.00	$ 84,450.63
5	$ 28,410.00	$ 56,535.90	$ 56,820.00	$ 98,937.83
6	$ 32,570.00	$ 64,814.30	$ 65,140.00	$ 113,425.03
7	$ 36,730.00	$ 73,092.70	$ 73,460.00	$ 127,912.23
8	$ 40,890.00	$ 81,371.10	$ 81,780.00	$ 142,399.43
9	$ 45,050.00	$ 89,649.50	$ 90,100.00	$ 156,886.63
10	$ 49,210.00	$ 97,927.90	$ 98,420.00	$ 171,373.83
Each addtl person, add	$ 4,160.00	$ 8,278.40	$ 8,320.00	$ 14,560.00

Recommendation:

Family Size:	0	Account No(s)	Balance	Pt Type (inpt,OP, ER)
Gross Annual Family Income:	$0.00			
FPG Based on Family Size:	$0.00			
Current Hospital Charges:	$0.00			
Income/FPG:	0%			
Income X2:	$0.00			

Recommendation:

Prepared by Date

Approved/Denied by Date Title

> $10K CFO Approved/Denied Date

Reason of Denial:

Adjmnt code: **W/O recommendation:** $ -

Exhibit D – Approval Letter

Central Business Office
1301 N. Tustin Avenue
Santa Ana, CA 92705

Full Financial Assistance Determination- Approval

Notice date

Patient/Guarantor Name
Guarantor's address 1
Guarantor's address 2

Hospital:
Account Number:
Patient Name:
Admit/Service Date:
Balance:

Dear Sir / Madame

We have completed our review of your request for financial assistance. Based on the guidelines established by the hospital it has been determined that you meet the minimum requirements for financial assistance. *The entire balance of your account has been approved for full financial assistance and closed.* You will receive no further bill from the hospital regarding this account.

Please note, this financial assistance only applies to the above hospital account and it does not apply to Physician, Lab, ambulance or any other medical bills.

Should you have any questions regarding the above, please call *(714) XXX-XXXX* between 10:00AM - 4:00PM Monday through Friday.

Thank you for choosing *Hospital name* for your healthcare needs.

Sincerely

Exhibit D – Approval Letter

Central Business Office
1301 N. Tustin Avenue
Santa Ana, CA 92705

Full Financial Assistance Determination- Approval

Notice date

Patient/Guarantor Name
Guarantor's address 1
Guarantor's address 2

Hospital:
Account Number:
Patient Name:
Admit/Service Date:
Balance:

Dear Sir / Madame

We have completed our review of your request for financial assistance. Based on the guidelines established by the hospital it has been determined that you meet the minimum requirements for financial assistance. *The entire balance of your account has been approved for full financial assistance and closed.* You will receive no further bill from the hospital regarding this account.

Please note, this financial assistance only applies to the above hospital account and it does not apply to Physician, Lab, ambulance or any other medical bills.

Should you have any questions regarding the above, please call *(714) XXX-XXXX* between 10:00AM - 4:00PM Monday through Friday.

Thank you for choosing *Hospital name* for your healthcare needs.

Sincerely

Title 11, California Code of Regulations, § 999.5(d)(10)

PUBLIC COMMUNICATIONS

#31

Title 11, California Code of Regulations, § 999.5(d)(10)

A description of the Applicants' efforts to inform local governmental entities, professional staff, and employees of the health facilities, and the general public of the proposed transaction

The Applicants' Bankruptcy Cases as well as the Transaction and the sale of the Hospitals has been very public. All filings in the Bankruptcy Cases are publicly available through the Court and also through the Applicants' notice portal at www.kccllc.net/verityhealth. By way of example, **Exhibit 1** includes a summary of the categories of parties served with notice of the commencement of the Bankruptcy Cases, notice of the bidding procedures motion and sale, and notice of the claims bar date, as well as copies of the notices that were sent to these recipients. In addition to numerous creditors and interested parties who received these notices, governmental agencies like the Attorney General's Office, the Department of Health Care Services, the Securities and Exchange Commission, the United States Department of Health and Human Services, the Counties of San Mateo and Santa Clara, Daly City, the Los Angeles Tax Collector, the LA County Treasurer and Tax Collector are among the parties receiving these types of notices from the Bankruptcy Cases.

In addition, VHS representatives were in regular communications with representatives from the California Attorney General's office regarding the systems' financial challenges, the bankruptcy and the pending sales, including meetings with the Attorney General's Office in June 2018 and February 2019 and more frequent email, telephonic, and in-person communications.

Attached to this Section 999.5(d)(10) as **Exhibit 2** are various press releases issued by the Applicants and letters sent out by VHS to its employees.

Title 11, California Code of Regulations, § 999.5(d)(10)

Exhibit 1

KCC Notice List

Notice of Commencement DN 185

Notice Party	Count
Accredited Agency	37
APA-PSA	16
Bank	3
Bondholder	2
Contract Counter-Party	73
Equipment Lienholder	20
Filed Claim - 503(b)(9) Claim	2
Filed Claim - Employee Claim (Non-Severance)	10
Filed Claim - Employee Claim (Severance)	3
Filed Claim - Patient Claim	1
Filed Claim - Pension Claim	3
Filed Claim - Trade Claim (Health Care Providers--Doctors, Nurses, Labs, etc.)	22
Filed Claim - Trade Claim (Vendor)	81
Garanty Beneficiary	1
Governmental Agency	25
Indenture Trustee	3
Insurance	34
Insurance Providers - Patients	27
Landlord	40
Lender	3
Lienholder	1
Noteholder	5
Redact - Employee	7732
Redact - Employee (Former)	15
Redact - Employee Litigation	315
Redact (Fully) – Patient	23323
Redact (Fully) – Patient Litigation	37
Retirement Fund Trustee	2
Schedule Claim - Tax Claim	10
Scheduled Claim - D	4
Scheduled Claim - F	4
Tenant	104
Top 50	55
Trade Vendor	2
UCC Lender	5
UCC Lienholder	37
Unclassified	101
Union	6
Utility Vendor	96
Vendor	10966
Grand Total	43226

Notice of Sale Order DN 1153

Notice Party	Count
Accredited Agency	37
APA-PSA	17
Bank	3
Bondholder	9
Contract Counter-Party	153
Equipment Lienholder	46
Filed Claim - 503(b)(9) Claim	10
Filed Claim - Blank Claim	1
Filed Claim - Employee Claim (Non-Severance)	30
Filed Claim - Employee Claim (Severance)	15
Filed Claim - Executory Contract Claim	2
Filed Claim - Guarantee Claim	1
Filed Claim - Insurance Claim	1
Filed Claim - Landlord Claim	4
Filed Claim - Litigation Claim	7
Filed Claim - Patient Claim	26
Filed Claim - Pension Claim	3
Filed Claim - Tax Claim	11
Filed Claim - Trade Claim (Health Care Providers--Doctors, Nurses, Labs, etc.)	427
Filed Claim - Trade Claim (Vendor)	540
Filed Claim - Utility Claim	6
Garanty Beneficiary	1
Governmental Agency	24
Indenture Trustee	3
Insurance	33
Insurance Providers - Patients	27
Landlord	42
Lender	3
Lienholder	18
Mechanics Lienholder	1
Noteholder	14
Redact - Employee	7793
Redact - Employee (Former)	16
Redact - Employee Litigation	316
Redact (Fully) – Patient	23322

Notice of Bidding Procedures Motion and Sale DN 729

Notice Party	Count
Accredited Agency	2
Bondholder	1
Contract Counter-Party	150
Equipment Lienholder	28
Filed Claim - Executory Contract Claim	2
Filed Claim - Tax Claim	7
Filed Claim - Trade Claim (Health Care Providers--Doctors, Nurses, Labs, etc.)	9
Filed Claim - Trade Claim (Vendor)	19
Governmental Agency	16
Insurance Providers - Patients	2
Landlord	3
Lienholder	6
Mechanics Lienholder	1
Noteholder	3
Schedule Claim - Tax Claim	18
Scheduled Claim - D	4
Scheduled Claim - F	35
Tenant	4
UCC Lender	2
UCC Lienholder	23
Unclassified	580
Utility Vendor	1
Vendor	203
Grand Total	1119

Notice of Bidding Procedures Motion and Sale DN 1592

Notice Party	Count
Accredited Agency	1
Contract Counter-Party	770
Equipment Lienholder	1
Filed Claim - Executory Contract Claim	2
Filed Claim - Tax Claim	7
Filed Claim - Trade Claim (Health Care Providers--Doctors, Nurses, Labs, etc.)	9
Filed Claim - Trade Claim (Vendor)	15
Garanty Beneficiary	1
Governmental Agency	14
Insurance Providers - Patients	6
Landlord	2
Schedule Claim - Tax Claim	17
Scheduled Claim - F	33
Tenant	6
UCC Lender	1
UCC Lienholder	3
Unclassified	221
Utility Vendor	2
Vendor	265
Grand Total	1376

Notice of Bar Date DN 1544

Notice Party	Count
Accredited Agency	37
APA-PSA	17
Bank	3
Bondholder	9
Contract Counter-Party	1287
Equipment Lienholder	46
Filed Claim - 503(b)(9) Claim	11
Filed Claim - Blank Claim	1
Filed Claim - Customer Claim	1
Filed Claim - Employee Claim (Litigation)	1
Filed Claim - Employee Claim (Non-Severance)	37
Filed Claim - Employee Claim (Severance)	19
Filed Claim - Executory Contract Claim	5
Filed Claim - Governmental Claim	1
Filed Claim - Guarantee Claim	1
Filed Claim - Indemnification Claim	1
Filed Claim - Insurance Claim	1
Filed Claim - Landlord Claim	5
Filed Claim - Litigation Claim	10
Filed Claim - Patient Claim	28
Filed Claim - Pension Claim	3
Filed Claim - Tax Claim	14
Filed Claim - Trade Claim (Health Care Providers--Doctors, Nurses, Labs, etc.)	548
Filed Claim - Trade Claim (Vendor)	638
Filed Claim - Utility Claim	9
Garanty Beneficiary	1

Redact (Fully) – Patient Litigation	38
Retirement Fund Trustee	2
Schedule Claim - Tax Claim	18
Scheduled Claim - D	4
Scheduled Claim - F	43
Tenant	105
Top 50	1
Trade Vendor	2
UCC Lender	5
UCC Lienholder	40
Unclassified	1237
Union	6
Utility Vendor	96
Vendor	11024
Grand Total	45583

Governmental Agency	25
Indenture Trustee	3
Insurance	34
Insurance Providers - Patients	27
Landlord	42
Lender	3
Lienholder	18
Litigation	1
Mechanics Lienholder	1
Noteholder	14
Redact - Employee	7818
Redact - Employee (Former)	16
Redact - Employee Litigation	316
Redact (Fully) – Patient	24392
Redact (Fully) – Patient Litigation	38
Retirement Fund Trustee	2
Schedule Claim - Tax Claim	18
Scheduled Claim - D	4
Scheduled Claim - F	766
Tenant	105
Top 50	55
Trade Vendor	8
UCC Lender	5
UCC Lienholder	40
Unclassified	1423
Union	6
Utility Vendor	96
Vendor	11024
Grand Total	49034
Patient list going back 1 year	269583

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Proposed Attorneys for the Chapter 11 Debtors and
Debtors In Possession

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

DENTONS US LLP
601 SOUTH FIGUEROA STREET, SUITE 2500
LOS ANGELES, CALIFORNIA 90017-5704
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In re

VERITY HEALTH SYSTEM OF CALIFORNIA, INC., *et al.*,

Debtors and Debtors In Possession.

☒Affects All Debtors

☐ Affects Verity Health System of California, Inc.
☐ Affects O'Connor Hospital
☐ Affects Saint Louise Regional Hospital
☐ Affects St. Francis Medical Center
☐ Affects St. Vincent Medical Center
☐ Affects Seton Medical Center
☐ Affects O'Connor Hospital Foundation
☐ Affects Saint Louise Regional Hospital Foundation
☐ Affects St. Francis Medical Center of Lynwood Foundation
☐ Affects St. Vincent Foundation
☐ Affects St. Vincent Dialysis Center, Inc.
☐ Affects Seton Medical Center Foundation
☐ Affects Verity Business Services
☐ Affects Verity Medical Foundation
☐ Affects Verity Holdings, LLC
☐ Affects De Paul Ventures, LLC
☐ Affects De Paul Ventures - San Jose Dialysis, LLC

Debtors and Debtors In Possession.

Lead Case No. 2:18-bk-20151-ER

Jointly Administered With:
Case No. 2:18-bk-20162-ER
Case No. 2:18-bk-20163-ER
Case No. 2:18-bk-20164-ER
Case No. 2:18-bk-20165-ER
Case No. 2:18-bk-20167-ER
Case No. 2:18-bk-20168-ER
Case No. 2:18-bk-20169-ER
Case No. 2:18-bk-20171-ER
Case No. 2:18-bk-20172-ER
Case No. 2:18-bk-20173-ER
Case No. 2:18-bk-20175-ER
Case No. 2:18-bk-20176-ER
Case No. 2:18-bk-20178-ER
Case No. 2:18-bk-20179-ER
Case No. 2:18-bk-20180-ER
Case No. 2:18-bk-20181-ER
Chapter 11 Cases

Hon Judge Ernest M. Robles

NOTICE OF CASE COMMENCEMENT OF CHAPTER 11 CASES AND MEETING OF CREDITORS PURSUANT TO SECTION 341 OF THE BANKRUPTCY CODE

TO ALL INTERESTED PARTIES:

COMMENCEMENT OF CASES: On August 31, 2018, the entities listed below (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et. seq.* (the "Bankruptcy Code"), with the United States Bankruptcy Court for the Central District of California (Los Angeles Division) (the "Court"), and an order for relief has been entered. The Debtors' chapter 11 cases (collectively, the "Cases") are being jointly administered under Case No. 2:18-bk-20151-ER. You may be a creditor of one of the Debtors.

THIS NOTICE LISTS IMPORTANT DEADLINES. You may want to consult an attorney to protect your rights. All documents filed in these Cases may be inspected at the Office of the Claims and Noticing Agent at the address listed below:

Debtor	Address	Case No.	Tax ID No.
Verity Health System of California, Inc.	2040 East Mariposa Ave. El Segundo, CA	2:18-BK-20151-ER	91-2145484
O'Connor Hospital	2105 Forrest Ave. San Jose, CA 95128	2:18-BK-20168-ER	91-2154436
Saint Louise Regional Hospital	9400 No Name Uno Gilroy, CA 95020	2:18-BK-20162-ER	91-2154437
St. Francis Medical Center	3630 East Imperial Hwy Lynwood, CA 90262	2:18-BK-20165-ER	91-2154439
St. Vincent Medical Center	2131 West Third Street Los Angeles, CA 90057	2:18-BK-20164-ER	91-2154438
Seton Medical Center	1900 Sullivan Ave. Daly City, CA 94105	2:18-BK-20167-ER	91-2154441
O'Connor Hospital Foundation	2105 Forrest Ave. San Jose, CA 95128	2:18-BK-20179-ER	770006295
Saint Louise Regional Hospital Foundation	9400 No Name Uno Gilroy, CA 95020	2:18-BK-20172-ER	56-2384735
St. Francis Medical Center of Lynwood Foundation	3630 East Imperial Hwy Lynwood, CA 90262	2:18-BK-20178-ER	95-3190773
St. Vincent Foundation	2131 West Third Street Los Angeles, CA 90057	2:18-BK-20180-ER	95-3922511
St. Vincent Dialysis Center, Inc.	201 South Alvarado, Suite 220 Los Angeles, CA 90057	2:18-BK-20171-ER	953749293

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Seton Medical Center Foundation	1900 Sullivan Ave. Daly City, CA 94105	2:18-BK-20175-ER	94-2824033
Verity Business Services	2040 East Mariposa Ave. El Segundo, CA	2:18-BK-20173-ER	51-0659139
Verity Medical Foundation	400 Race Street San Jose, CA	2:18-BK-20169-ER	45-3691852
Verity Holdings, LLC	2040 East Mariposa Ave. El Segundo, CA	2:18-BK-20163-ER	81-3038177
De Paul Ventures, LLC	203 Redwood Shores Pkwy, Ste 800 Redwood City, CA 94065	2:18-BK-20176-ER	27-3340398
De Paul Ventures – San Jose Dialysis, LLC	203 Redwood Shores Pkwy, Ste 800 Redwood City, CA 94065	2:18-BK-20181-ER	37-1732430

PURPOSE OF CHAPTER 11 FILING: Chapter 11 of the Bankruptcy Code enables a debtor to reorganize or liquidate pursuant to a plan of reorganization. A plan is not effective unless approved by the Court at a confirmation hearing. Creditors will be given notice concerning any plan and will be given notice if this case is dismissed or converted to another chapter of the Bankruptcy Code. The Debtors will remain in possession of their property and will continue to operate their business unless a trustee is appointed. No motion to appoint a trustee has been filed at this time. Creditors may be sent a copy of the plan and a disclosure statement describing the plan. Creditors may have the opportunity to vote on the plan. Creditors will be sent notice of the date of the confirmation hearing and may object to confirmation of the plan and attend the confirmation hearing.

CREDITORS MAY NOT TAKE CERTAIN ACTIONS: A creditor is anyone to whom the Debtors owe money or property. Under the Bankruptcy Code, the Debtors are granted certain protection against creditors. Common examples of prohibited actions by creditors include contacting the Debtors to demand repayment, taking action against the Debtors to collect money owed to creditors or to take property of the Debtors and starting or continuing foreclosure actions, repossessions or wage deductions. If unauthorized actions are taken against the Debtors, the Court may penalize the creditor who takes them. A creditor who is considering taking action against the Debtors or property of the Debtors should review section 362 of the Bankruptcy Code and may wish to seek legal advice.

MEETING OF CREDITORS: The Debtors' representative, as specified in Federal Rule of Bankruptcy Procedure 9001(5), is required to appear at a meeting of creditors on the date and at the place set forth below for the purpose of being examined under oath. Attendance by creditors at the meeting is welcomed, but not required. At the meeting, creditors may examine the Debtors' representative. The meeting may be continued or adjourned from time to time by notice at the meeting, without further written notice to creditors.

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DATE, TIME AND LOCATION OF MEETING OF CREDITORS

Date: October 12, 2018	Location: St. Vincent Hospital Seton Auditorium 2131 West Third Street
Time: 9:30 a.m.	Los Angeles, CA 90057

PROOF OF CLAIM: Schedules of creditors will be filed pursuant to Federal Rule of Bankruptcy Procedure 1007, and the Debtors will seek an order of the Court establishing procedures for the filing of proofs of claim. A proof of claim is a signed statement describing a creditor's claim. Any creditor holding a scheduled claim that is not listed as disputed, contingent or unliquidated as to amount may, but is not required to, file a proof of claim in these cases. Creditors whose claims are not scheduled or whose claims are listed as disputed, contingent or unliquidated as to amount and who desire to participate in these cases or share in any distribution must file their proofs of claim. A creditor who desires to rely on the schedules of creditors has the responsibility for determining that the claim is listed accurately.

A proof of claim may be filed at any time prior to the deadline established by the Court. No deadline has yet been established in these cases. When a deadline is established, all known creditors will received notice of the deadline, along with a proof of claim form indicating how their claim is scheduled and instructions for completing and filing a proof of claim. Proof of claim forms are also available in the office of the clerk of the court of any bankruptcy court. Kurtzman Carson Consultants LLC is the claims agent in these cases. The place to request a proof of claim form from the Claims Agent is 2335 Alaska Avenue, El Segundo, California 90245. You will be notified by separate notice when and where to file a proof of claim.

PLEASE DO NOT FILE OR MAIL ANY PROOFS OF CLAIM OR OTHER DOCUMENTATION, INCLUDING CORRESPONDENCE CONCERNING A CLAIM, WITH OR TO ANYONE, INCLUDING THE BANKRUPTCY COURT, THE UNITED STATES TRUSTEE AND/OR THE UNDERSIGNED COUNSEL, UNTIL YOU ARE INSTRUCTED WHEN AND WHERE TO FILE A PROOF OF CLAIM

DISCHARGE OF DEBTS: Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your claim. See section 1141(d) of the Bankruptcy Code. A discharge means that you may never try to collect your claim from any of the Debtors, except as provided in the plan.

NOTICE: You will not receive notice of all documents filed in these cases. All documents filed with the Court, including schedules of the Debtors' property and debts, will be available for inspection at the office of the clerk of the court. Since this case is governed by the Local Bankruptcy Rules regarding electronic means of filing, signing and verifying documents, the Court's docket sheet and documents filed electronically are also accessible at the Court's Internet site, www.nysb.uscourts.gov, through an account obtained from Pacer Service Center by dialing (800) 676-6856 (from the US) or (210) 301-6440 (from outside the US).

FURTHER INFORMATION: Further information concerning these chapter 11 cases may be obtained by calling (888) 249-2741 (from the US and Canada) or (310) 751-2605 (from outside

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the US). The Claims Agent will also maintain a website, www.kccllc.net/verityhealth, specifically for the Debtors' bankruptcy cases from which anyone may download the claims register and obtain other relevant information and documents pertaining to the Debtors' cases at no extra charge.

LEGAL ADVICE: The staff of the bankruptcy clerk's office cannot give legal advice. Consult a lawyer to determine your rights in this case.

Dated: September 13, 2018

DENTONS US LLP
SAMUEL R. MAIZEL
JOHN A MOE, II
TANIA M. MOYRON

By: */s/Samuel R. Maizel*
Samuel R. Maizel

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Debtors and Debtors in Possession

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UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

In re VERITY HEALTH SYSTEM OF CALIFORNIA, INC., *et al.*, Debtors and Debtors In Possession.	Lead Case No. 2:18-bk-20151-ER Jointly Administered With: Case No. 2:18-bk-20162-ER Case No. 2:18-bk-20163-ER Case No. 2:18-bk-20164-ER Case No. 2:18-bk-20165-ER Case No. 2:18-bk-20167-ER Case No. 2:18-bk-20168-ER Case No. 2:18-bk-20169-ER Case No. 2:18-bk-20171-ER Case No. 2:18-bk-20172-ER Case No. 2:18-bk-20173-ER Case No. 2:18-bk-20175-ER Case No. 2:18-bk-20176-ER Case No. 2:18-bk-20178-ER Case No. 2:18-bk-20179-ER Case No. 2:18-bk-20180-ER Case No. 2:18-bk-20181-ER Chapter 11 Cases Hon. Judge Ernest M. Robles **NOTICE OF SALE PROCEDURES, AUCTION DATE, AND SALE HEARING** [RELATES TO DOCKET NOS. 365 & 724]
☒ Affects All Debtors ☐ Affects Verity Health System of California, Inc. ☐ Affects O'Connor Hospital ☐ Affects Saint Louise Regional Hospital ☐ Affects St. Francis Medical Center ☐ Affects St. Vincent Medical Center ☐ Affects Seton Medical Center ☐ Affects O'Connor Hospital Foundation ☐ Affects Saint Louise Regional Hospital Foundation ☐ Affects St. Francis Medical Center of Lynwood Foundation ☐ Affects St. Vincent Foundation ☐ Affects St. Vincent Dialysis Center, Inc. ☐ Affects Seton Medical Center Foundation ☐ Affects Verity Business Services ☐ Affects Verity Medical Foundation ☐ Affects Verity Holdings, LLC ☐ Affects De Paul Ventures, LLC ☐ Affects De Paul Ventures - San Jose Dialysis, LLC Debtors and Debtors In Possession.	

PLEASE TAKE NOTICE that, on October 1, 2018, the above-captioned debtors and debtors in possession (the "Debtors"), filed the *Debtors' Notice of Motion and Motion for the Entry of (I) an Order (1) Approving Form of Asset Purchase Agreement for Stalking Horse Bidder and for Prospective Overbidders to Use, (2) Approving Auction Sale Format, Bidding Procedures and Stalking Horse Bid Protections, (3) Approving Form of Notice to be Provided to Interested Parties, (4) Scheduling a Hearing to Consider Approval of the Sale to the Highest Bidder, (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; and (II) an Order (A) Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances* (the "Motion").[1] The Debtors seek, among other things, to sell all assets of O'Connor Hospital and Saint Louise Regional Hospital (excluding cash, A/R and causes of action) (the "Purchased Assets") to the successful bidder(s) (the "Successful Bidder"), at an auction, free and clear of all liens, claims, encumbrances and other interests, pursuant to §§ 363 and 365 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that, on October 31, 2018, the Bankruptcy Court entered an order (the "Bidding Procedures Order") approving the Motion and the bidding procedures (the "Bidding Procedures"), which set the key dates and times related to the Sale of the Offered Assets. All interested bidders should carefully read the Bidding Procedures Order and the Bidding Procedures, which are being served on you with this Notice. To the extent that there are any inconsistencies between the Bidding Procedures Order (including the Bidding Procedures) and the summary description of its terms and conditions contained in this Notice, the terms of the Bidding Procedures Order shall control.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Bidding Procedures, a partial bid auction (the "Partial Bid Auction") to sell the Offered Assets will be conducted on **December 10, 2018, at 10:00 a.m. (prevailing Pacific Time)** at the offices of Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, California 90017, or at such other location as shall be identified in a notice filed with the Bankruptcy Court at least 24 hours before the Partial Bid Auction. Within forty-eight (48) hours of the conclusion of the Partial Bid Auction, the Debtors shall file a notice with the Bankruptcy Court identifying the Successful Bidder(s), if any.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Bidding Procedures, a full bid auction (the "Full Bid Auction") to sell the Offered Assets will be conducted on **December 11, 2018, at 10:00 a.m. (prevailing Pacific Time)** at the offices of Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, California 90017, or at such other location as shall be identified in a notice filed with the Bankruptcy Court at least 24 hours before the Full Bid Auction. Within forty-eight (48) hours of the conclusion of the Full Bid Auction, the Debtors shall file a notice with the Bankruptcy Court identifying the Successful Bidder.

PLEASE TAKE FURTHER NOTICE that a hearing will be held to approve the sale of the Offered Assets to the Successful Bidder (the "Sale Hearing") before the Honorable Ernest Robles, United States Bankruptcy Judge, United States Bankruptcy Court for the Central District of California, 255 E. Temple St., Los Angeles, California 90012 , Courtroom 1568, on **December**

[1] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

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19, 2018, at 10:00 a.m. (prevailing Pacific Time), or at such time thereafter as counsel may be heard or at such other time as the Bankruptcy Court may determine. The Sale Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing. Objections to the Sale shall be filed with the Bankruptcy Court and served **so as to be received no later than 12:00 p.m. (prevailing Pacific Time) on December 14, 2018,** by: (i) counsel to the Debtors: Dentons US LLP, 601 S. Figueroa Street, Suite 2500, Los Angeles, CA 90017 (Attn: Samuel R. Maizel (samuel.maizel@dentons.com)); (ii) the Debtors' Investment Banker: Cain Brothers, a division of KeyBanc Capital Markets, 601 California Street, Suite 1505, San Francisco, CA 94108 (Attn: James Moloney (jmoloney@cainbrothers.com)); (iii) counsel to the Stalking Horse Purchaser: McDermott Will & Emery LLP, 2049 Century Park East, Suite 3800, Los Angeles, CA 90067 (Attn: James F. Owens (JFowens@mwe.com)); (iv) the Office of the United States Trustee (the "U.S. Trustee"): 915 Wilshire Blvd., Suite 1850, Los Angeles, California 90017 (Attn: Hatty Yip (Hatty.Yip@usdoj.gov)); and (v) counsel to the Official Committee: Milbank, Tweed, Hadley & McCloy LLP, 2029 Century Park East, 33rd Floor, Los Angeles, CA 90067 (Attn: Gregory A. Bray (gbray@milbank.com)) (collectively, the "Notice Parties").

PLEASE TAKE FURTHER NOTICE that this Notice of the Auction and Sale Hearing is subject to the full terms and conditions of the Motion, Bidding Procedures Order and Bidding Procedures, which Bidding Procedures Order shall control in the event of any conflict, and the Debtors encourage parties in interest to review such documents in their entirety. Any party that has not received a copy of the Motion or the Bidding Procedures Order that wishes to obtain a copy of the Motion, the Bidding Procedures Order (including all exhibits thereto), the Bidding Procedures, and the Stalking Horse APA, may make such a request in writing to Dentons US LLP, Attn: Samuel R. Maizel, 601 South Figueroa Street, Suite 2500, Los Angeles, CA 90017 or by emailing samuel.maizel@dentons.com or by calling (213) 892-2910.

Dated: October 31, 2018

DENTONS US LLP
SAMUEL R. MAIZEL
TANIA M. MOYRON

By */s/ Tania M. Moyron*
Tania M. Moyron

Attorneys for the Chapter 11 Debtors and Debtors In Possession

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Attorneys for the Chapter 11 Debtors and Debtors In Possession

FILED & ENTERED

DEC 27 2018

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY gonzalez DEPUTY CLERK

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION

CHANGES MADE BY COURT

In re

VERITY HEALTH SYSTEM OF CALIFORNIA, INC., *et al.*,

Debtors and Debtors In Possession.

☒ Affects All Debtors

☐ Affects Verity Health System of California, Inc.
☐ Affects O'Connor Hospital
☐ Affects Saint Louise Regional Hospital
☐ Affects St. Francis Medical Center
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☐ Affects Verity Holdings, LLC
☐ Affects De Paul Ventures, LLC
☐ Affects De Paul Ventures - San Jose Dialysis, LLC

Debtors and Debtors In Possession.

Lead Case No. 2:18-bk-20151-ER

Jointly Administered With:
Case No. 2:18-bk-20162-ER
Case No. 2:18-bk-20163-ER
Case No. 2:18-bk-20164-ER
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Case No. 2:18-bk-20178-ER
Case No. 2:18-bk-20179-ER
Case No. 2:18-bk-20180-ER
Case No. 2:18-bk-20181-ER

Hon. Judge Ernest M. Robles

ORDER (A) AUTHORIZING THE SALE OF CERTAIN OF THE DEBTORS' ASSETS TO SANTA CLARA COUNTY FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS; (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF AN UNEXPIRED LEASE RELATED THERETO; AND (C) GRANTING RELATED RELIEF

Hearing:
Date: December 19, 2018
Time: 10:00 am
Location: Courtroom 1568
255 E. Temple St., Los Angeles, CA

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This matter came before the Court on the *Motion For The Entry Of (I) An Order (1) Approving Form Of Asset Purchase Agreement For Stalking Horse Bidder And For Prospective Overbidders To Use, (2) Approving Auction Sale Format, Bidding Procedures And Stalking Horse Bid Protections, (3) Approving Form Of Notice To Be Provided To Interested Parties, (4) Scheduling A Court Hearing To Consider Approval Of The Sale To The Highest Bidder And (5) Approving Procedures Related To The Assumption Of Certain Executory Contracts And Unexpired Leases; And (II) An Order (A) Authorizing The Sale Of Property Free And Clear Of All Claims, Liens And Encumbrances* (the "Motion") [Docket No. 365], filed by Verity Health System of California, Inc. ("VHS"), and the above-referenced affiliated debtors and debtors in possession in the above-captioned chapter 11 bankruptcy cases (the "Debtors"), for the entry of an order, pursuant to §§ 105(a), 363, and 365 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6004, 6006, 9007, and 9014, and LBR 6004-1.[1]

At the previous hearing on the Motion on October 31, 2018 (the "Bidding Procedures Hearing"), the Court considered various objections (the "Premature Objections") filed by: (i) the Federal Communications Commission ("FCC") [Docket No. 437]; (ii) the United States Department of Health and Human Services ("HHS") [Docket No. 447, 562, and 613]; (iii) the California Attorney General ("CAG") [Docket No. 463, 599, 605, 608, and 619]; (iv) entities who are parties to or benefit from various collective bargaining agreements with the Debtors [Docket No. 450, 458, 460, 465, and 597]; (v) the Pension Benefit Guaranty Corporation ("PBGC") [Docket No. 439]; (vi) the Retirement Plan for Hospital Employees [Docket No. 460]; (vii) OCH Forest 1 [Docket Nos. 452 and 561]; (viii) Premier and Infor [Doc. Nos. 444, 561, and 592]; and (ix) the MOB Financing Entities [Docket No. 500]. The Debtors filed an omnibus reply to the majority of the objections [Docket No. 561], and separate replies to the HHS [Docket No. 562], and the CAG [Docket No. 560] objections. The Court ruled that the Premature Objections were premature and preserved for the Sale Hearing, as set forth in order granting the Motion (the

[1] Unless specified otherwise, all chapter and section references are to the Bankruptcy Code, 11 U.S.C. §§ 101-1532, all "Rule" references are to the Federal Rules of Bankruptcy Procedure, and all "LBR" references are to the Local Bankruptcy Rules for the United States Bankruptcy Court for the Central District of California.

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"Bidding Procedures Order") [Docket No. 724]. Any additional objections that were filed and overruled at the Bidding Procedures Hearing are not listed herein.

The Court, having reviewed the Memorandum [Docket No. 1041] and the notice of errata related thereto [Docket No. 1050], the Declarations of Richard Adcock [Docket Nos. 8 and 393], James Moloney [Docket Nos. 394 and 1041] and Jeffrey Smith [Docket No. 1044] in support of the Motion, the *Notice to Counterparties to Executory Contracts and Unexpired Leases of the Debtors That May Be Assumed and Assigned* [Docket No. 810], the *Supplement to Notice to Counterparties to Executory Contracts and Unexpired Leases of the Debtors That May be Assumed and Assigned* [Docket No. 998], the *Notice That No Auction Shall Be Held* [Docket No. 1005], the response by the CAG [Docket No. 1066], the *Amended Notice of Contracts Designated by Santa Clara County for Assumption and Assignment* [Docket No. 1110], the objections filed by various counter-parties to certain contracts and leases [Docket Nos. 882, 889, 904-05, 913-14, 919, 920-21, 923, 928-29, 931, 933, 946, 970, 986, 1016, 1018, 1043, 1046, 1057-59, 1062, 1068-69, 1070-71,1080, 1085, 1088-89, 1091-96, 1120-21], as set forth on **Exhibit "A"** attached to the *Notice Of Filing Listing Objections To Proposed Cure Amounts And Assumption And Assignment Of Certain Unexpired Executory Contracts And Unexpired Leases* (the "Cure Objections") [Docket No. 1145], the California Department of Health Care Services ("DHCS") [Docket No. 906], and the California Nurses Association and Stationary Engineers Local 39 [Docket Nos. 1057-1062, 1067-1071], the Premature Objections and any withdrawals thereof [Docket Nos. 1090 and 1100], the statements, arguments and representations of the parties made at the Sale Hearing; and the entire record of these cases; and the Court, having determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors and their shareholders, and that the legal and factual bases set forth in the Motion and presented at the Sale Hearing establish just cause for the relief granted herein and for the reasons set forth in the *Memorandum of Decision Overruling Objections of the California Attorney General to the Debtor's Sale Motion* [Docket No. 1146]; ~~Court's tentative ruling [Docket No. ___], the *Order Providing Notice Of The Court's Intent To Authorize The Debtors To Sell Hospitals Free And*~~

~~*Clear Of The 2015 Conditions Asserted By The California Attorney General* [Docket No. 1125], and the responses thereto [Docket Nos. 1136-37, 1139-41];~~ and all objections to the Motion, if any, having been withdrawn or overruled; and after due deliberation and sufficient good cause appearing therefor,

THE COURT HEREBY FINDS AND CONCLUDES THAT:[2]

A. Jurisdiction and Venue. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter relates to the administration of the Debtors' bankruptcy estates and is accordingly a core proceeding pursuant to 28 U.S.C. § 157(b)(2) (A), (M), (N) and (O). Venue of these cases is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Statutory Predicates. The statutory predicates for the relief requested in the Motion are (i) §§ 105(a), 363(b), (f), (k), (l) and (m), and 365, (ii) Rules 2002(a)(2), 2002(c)(1) and (d), 6004 (a), (b), (c), (e), (f) and (h), 6006(a), (c) and (d), 9006, 9007, 9013 and 9014, and (iii) LBR 6004-1 and 9013-1.

C. Notice. As evidenced by the affidavits of service previously filed with the Court, the Debtors have provided proper, timely, adequate and sufficient notice with respect to the following: (i) the Motion and the relief sought therein, including the entry of this Sale Order and the transfer and sale of the assets (the "Purchased Assets"), as set forth in the Asset Purchase Agreement, dated October 1, 2018, a copy of which is attached as Exhibit "A" to Docket No. 365 (the "APA"); (ii) the Sale Hearing; (iii) the *Notice That No Auction Shall Be Held*; and (iv) the assumption and assignment of the executory contracts and unexpired leases and proposed cure amounts owing under such executory contracts and unexpired leases (the "Cure Amounts"); and no further notice of the Motion, the relief requested therein or the Sale Hearing is required. The Debtors have also complied with all obligations to provide notice of the Auction, the Sale

[2] The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Rule 7052, made applicable to this proceeding pursuant to Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent that any of the following conclusions of law constitute findings of fact, they are adopted as such.

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Hearing, the proposed sale and otherwise, as required by the Bidding Procedures Order. A reasonable opportunity to object and to be heard regarding the relief provided herein has been afforded to parties-in-interest.

D. Arm's Length Transaction. The APA and other documents and instruments (the "Transaction Documents") related to and connected with this transaction (the "Transaction") and the consummation thereof were negotiated and entered into by the Debtors and the County of Santa Clara, a political subdivision of the State of California ("SCC"), as Purchaser under the APA without collusion, in good faith and through an arm's length bargaining process. Neither SCC nor any of its affiliates or representatives is an "insider" of the Debtors, as that term is defined in § 101(31). None of the Debtors, SCC, or their respective representatives engaged in any conduct that would cause or permit the APA, any of the other Transaction Documents or the Transaction to be avoided under § 363(n), or have acted in any improper or collusive manner. The terms and conditions of the APA and the other Transaction Documents, including, without limitation, the consideration provided in respect thereof, are fair and reasonable, and are not avoidable and shall not be avoided, and no damages may be assessed against SCC or any other party, as set forth in § 363(n). The consideration provided by SCC is fair and adequate and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable laws of the United States, including the State of California.

E. Good Faith Purchaser. SCC has proceeded in good faith and without collusion in all respects in connection with the sale process, in that: (i) SCC, in proposing and proceeding with the Transaction in accordance with the APA, recognized that the Debtors were free to deal with other interested parties; (ii) SCC agreed to provisions in the APA that would enable the Debtors to accept a higher and better offer; (iii) SCC complied with all of the provisions in the Bidding Procedures Order applicable to SCC; (iv) all payments to be made by SCC and other agreements entered into or to be entered into between SCC and the Debtors in connection with the Transaction have been disclosed; (v) the negotiation and execution of the APA and related Transaction Documents were conducted in good faith and constituted an arm's length transaction;

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(vi) SCC did not induce or cause the chapter 11 filings by the Debtors; and (vii) the APA was not entered into, and the Transaction being consummated pursuant to and in accordance with the APA is not being consummated, for the purpose of hindering, delaying or defrauding creditors of the Debtors. SCC is therefore entitled to all of the benefits and protections provided to a good-faith purchaser under § 363(m). Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Transaction shall not affect the validity of the Transaction or SCC's status as a "good faith" purchaser.

F. Justification for Relief. Good and sufficient reasons for approval of the APA and the other Transaction Documents and the Transaction have been articulated to this Court in the Motion and at the Sale Hearing, and the relief requested in the Motion and set forth in this Sale Order is in the best interests of the Debtors, their estates, and their creditors. The Debtors have demonstrated through the Motion and other evidence submitted at the Sale Hearing both (i) good, sufficient and sound business purpose and justification and (ii) compelling circumstances for the transfer and sale of the Purchased Assets as provided in the APA outside the ordinary course of business, and (iii) such transfer and sale is an appropriate exercise of the Debtors' business judgment and in the best interests of the Debtors, their estates, and their creditors.

G. Free and Clear. In accordance with §§ 363(b) and 363(f), the consummation of the Transaction pursuant to the Transaction Documents will be a legal, valid, and effective transfer and sale of the Purchased Assets and will vest in SCC, through the consummation of the Transaction, all of the Debtors' right, title, and interest in and to the Purchased Assets, free and clear of all liens, claims, interests, rights of setoff, netting and deductions, rights of first offer, first refusal and any other similar contractual property, legal or equitable rights, and any successor or successor-in-interest liability theories (collectively, the "Encumbrances"). The Debtors have demonstrated that one or more of the standards set forth in § 363(f)(1)-(5) have been satisfied. Those holders of Encumbrances who did not object, or who withdrew their objections, to the Sale or the Motion are deemed to have consented pursuant to § 363(f)(2). Those holders of Encumbrances who did object fall within one or more of the other subsections

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of § 363(f). All holders of the Encumbrances in the Purchased Assets are adequately protected by having their respective Encumbrances attach to the Debtors' interests in the proceeds of the sale of the Purchased Assets under the APA (subject to any Challenge within the meaning of the Final DIP Order that has been, or may be, timely filed), and any related documents or instruments delivered in connection therewith, whenever and wherever received (the "Sale Proceeds") to the extent and manner herein provided.

H. Prompt Consummation. The Debtors have demonstrated good and sufficient cause to waive the stay requirement under Rules 6004(h) and 6006(d). Time is of the essence in consummating the Transaction, and it is in the best interests of the Debtors and their estates to consummate the Transaction within the timeline set forth in the Motion and the APA. The Court finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth in this Order.

I. Assumption of Executory Contracts and Unexpired Leases. The Debtors have demonstrated that it is an exercise of their sound business judgment to assume and assign to SCC the Currently Identified Designated Contracts (as defined and identified in paragraph 15 below) and to the extent subsequently identified by SCC pursuant to paragraph 16 below, the Subsequently Identified Designated Contracts (as defined in paragraph 16 below) (the Currently Identified Designated Contracts and the Subsequently Identified Contracts are collectively referred to herein as the "Designated Contracts") in connection with the consummation of the Transaction, and the assumption and assignment of the Designated Contracts is in the best interests of the Debtors and their estates.

J. Cure/Adequate Assurance. In connection with the Closing, and pursuant to the APA, the Debtors (i.e., O'Connor Hospital ("OCH") and Saint Louise Regional Hospital ("SLRH")) will have cured, unless otherwise ordered, any and all defaults existing on or prior to the Closing under any of the Designated Contracts, within the meaning of § 365(b)(1)(A), by payment of the amounts and in the manner set forth below. SCC has provided or will provide adequate assurance of future performance of and under the Designated Contracts within the

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meaning of § 365(b)(1)(C) and § 365(f)(2)(B), and shall have no further obligation to provide assurance of performance to any counterparty to a Designated Contract. Pursuant to § 365(f), the Designated Contracts to be assumed by the Debtors and assigned to SCC under the APA shall be assigned and transferred to, and remain in full force and effect for the benefit of, SCC notwithstanding any provision in such Designated Contracts prohibiting their assignment or transfer. The Debtors have demonstrated that no other parties to any of the Designated Contracts has incurred any actual pecuniary loss resulting from a default on or prior to the Closing under any of the Designated Contracts within the meaning of § 365(b)(1)(B). Pursuant to § 365(f), the Designated Contracts to be assumed by the Debtors and assigned to SCC at the Closing shall be assigned and transferred to, and remain in full force and effect for the benefit of, SCC notwithstanding any provision in such contracts or other restrictions prohibiting their assignment or transfer.

K. Rejection of Executory Contracts and Unexpired Leases. The Debtors have demonstrated that it is a reasonable and appropriate exercise of their sound business judgment for OCH and SLRH to reject all of their executory contracts and unexpired leases, excluding (i) Designated Contracts, (ii) any prepetition multiparty contract affecting more than one Debtor in addition to OCH and/or SLRH, and (iii) any collective bargaining agreement, pension plan or health and welfare plan providing collectively bargained benefits to which OCH and/or SLRH is a party or sponsor, which matters shall be scheduled for determination as provided in paragraph 33 below. Each such executory contract rejection is subject only to the conditions set forth in paragraphs 18, 31, and 32. The Debtors shall file an appropriate motion to reject such contracts, covered by this paragraph K, prior to Closing and shall request therein that the rejection be effective as of the Closing or as otherwise appropriate.

L. Highest or Otherwise Best Offer. The Debtors solicited offers and noticed the Auction in accordance with the provisions of the Bidding Procedures Order. The Auction was duly noticed, the sale process was conducted in a non-collusive manner and the Debtors afforded a full, fair and reasonable opportunity for any person or entity to make a higher or otherwise

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better offer to purchase the Purchased Assets. No other Qualified Bid (as defined in the Bidding Procedures Order) was received by the Partial Bid Deadline or the Bid Deadline (as defined in the Bidding Procedures Order). Accordingly, on December 7, 2018, the Debtors filed the *Notice That No Auction Shall Be Held.* The transfer and sale of the Purchased Assets to SCC on the terms set forth in the APA constitutes the highest or otherwise best offer for the Purchased Assets and will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. The Debtors' determination, in consultation with the Official Committee of Unsecured Creditors (the "Committee") and the Prepetition Secured Creditors (as defined in the Final DIP Order defined below), that the APA constitutes the highest or best offer for the Purchased Assets constitutes a valid and sound exercise of the Debtors' business judgment.

M. No *De Facto* or *Sub Rosa* Plan of Reorganization. The sale of the Purchased Assets does not constitute a *de facto* or *sub rosa* plan of reorganization or liquidation because it does not propose to (i) impair or restructure existing debt of, or equity or membership interests in, the Debtors, (ii) impair or circumvent voting rights with respect to any plan proposed by the Debtors, (iii) circumvent chapter 11 safeguards, including those set forth in §§ 1125 and 1129, or (iv) classify claims or equity or membership interests.

N. Legal and Factual Bases. The legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein.

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

1. The relief requested in the Motion is GRANTED and APPROVED in all respects to the extent provided herein.

2. All objections with regard to the relief sought in the Motion that have not been withdrawn, waived, settled, or provided for herein or in the Bidding Procedures Order, including any reservation of rights included in such objections, are overruled on the merits with prejudice. To the extent of any inconsistency between this Sale Order and the Bidding Procedures Order, the terms of this Sale Order shall prevail.

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3. Pursuant to §§ 105(a), 363(b), 363(f), and 365, the Transaction, including the transfer and sale of the Purchased Assets to SCC on the terms set forth in the APA, is approved in all respects, and the Debtors are authorized and directed to consummate the Transaction in accordance with the APA, including, without limitation, by executing all of the Transaction Documents (and any ancillary documents or instruments that may be reasonably necessary or desirable to implement the APA or the Transaction) and taking all actions necessary and appropriate to effectuate and consummate the Transaction (including the transfer and sale of the Purchased Assets) in consideration of the Purchase Price (as defined in Section 1.1 of the APA) upon the terms set forth in the APA, including, without limitation, assuming and assigning to SCC the Designated Contracts. The Debtors and SCC shall have the right to make any mutually agreeable, non-material changes to the APA, which shall be in writing signed by both parties, without further order of the Court provided, that after reasonable notice, the Committee, the DIP Agent (as defined in the Final DIP Order defined below), and the Prepetition Secured Creditors, do not object to such changes. Any timely objection by the aforementioned parties to any agreed non-material changes to the APA may be resolved by the Court on shortened notice.

4. As of the Closing, (i) the Transaction set forth in the APA shall effect a legal, valid, enforceable and effective transfer and sale of the Purchased Assets to SCC free and clear of all Encumbrances, as further set forth in the APA and this Sale Order; and (ii) the APA, and the other Transaction Documents, and the Transaction, shall be enforceable against and binding upon, and not subject to rejection or avoidance by, the Debtors, any successor thereto including a trustee or estate representative appointed in the Bankruptcy Cases, the Debtors' estates, all holders of any Claim(s) (as defined in the Bankruptcy Code) against the Debtors, whether known or unknown, any holders of Encumbrances on all or any portion of the Purchased Assets, all counterparties to the Designated Contracts and all other persons and entities.

5. Encumbrances in and to Purchased Assets shall attach (subject to any Challenge within the meaning of the Final DIP Order that has been, or may be, timely filed) to the Sale Proceeds of such Purchased Assets with each such Encumbrance having the same force, extent,

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effect, validity and priority as such Encumbrance had on the Purchased Assets giving rise to the Sale Proceeds immediately prior to the Closing. For the avoidance of doubt, the foregoing force, extent, effect, validity and priority shall: (i) reflect the security interests, liens (including any Prepetition Replacement Liens arising for diminution of value, if any) and rights, powers and authorities that have been granted to the DIP Agent, the DIP Lender and to the Prepetition Secured Creditors, as applicable, pursuant to that certain *Final Order (I) Authorizing Postpetition Financing, (II) Authorizing Use of Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, and (VI) Granting Related Relief* [Docket No. 409] (the "Final DIP Order"); and (ii) be subject to any Challenge within the meaning of the Final DIP Order that has been, or may be, timely filed. In addition, the Intercreditor Agreement (as defined in the Final DIP Order) shall apply with respect to the rights of the parties thereto in and to the Sale Proceeds and the Escrow Deposit Account, to the extent of and in accordance with its terms with all parties reserving all rights thereunder.

6. Subject to the fulfillment of the terms and conditions of the APA, this Sale Order shall, as of the Closing, be considered and constitute for all purposes a full and complete general assignment, conveyance, and transfer of the Purchased Assets and/or a bill of sale transferring all of the Debtors' rights, title and interest in and to the Purchased Assets to SCC. Consistent with, but not in limitation of the foregoing, each and every federal, state, and local governmental agency or department, except as stated herein, is hereby authorized and directed to accept all documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA and approved in this Sale Order. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the appropriate recorder to cancel any Encumbrances of record.

7. Any person or entity that is currently, or on the Closing Date may be, in possession of some or all of the Purchased Assets is hereby directed to surrender possession of

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such Purchased Assets either to (a) the Debtors before the Closing or (b) to SCC or its designee upon the Closing.

8. The transfer of the Purchased Assets pursuant to the Transaction Documents shall be a legal, valid, and effective transfer and shall, in accordance with §§ 105(a) and 363(f), and upon consummation of the Transaction, including, without limitation, payment of the Purchase Price to the Debtors, vest SCC with all right, title, and interest in the Purchased Assets, free and clear of all Encumbrances. Upon closing of the Transaction, SCC shall take title to and possession of the Purchased Assets, subject only to the Assumed Obligations, as set forth in the APA. The transfer of the Purchased Assets from the Debtors to SCC constitutes a transfer for reasonable equivalent value and fair consideration under the Bankruptcy Code and the laws of the State of California.

9. Following the Closing, no holder of any Encumbrance against the Debtors or upon the Purchased Assets shall interfere with SCC's respective rights in, title to or use and enjoyment of the Purchased Assets. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Purchased Assets to SCC, including the assumption and assignment of the Designated Contracts.

10. SCC shall not be deemed, as a result of any action taken in connection with, or as a result of the Transaction (including the transfer and sale of the Purchased Assets), to: (i) be a successor, continuation or alter ego (or other such similarly situated party) to the Debtors or their estates by reason of any theory of law or equity, including, without limitation, any bulk sales law, doctrine or theory of successor liability, or any theory or basis of liability regardless of source of origin; or (ii) have, *de facto* or otherwise, merged with or into the Debtors; or (iii) be a mere continuation, *alter ego*, or substantial continuation of the Debtors. Other than the Assumed Liabilities, SCC is not assuming any of the Debtors' debts.

11. This Sale Order (i) shall be effective as a determination that, on Closing, all Encumbrances existing against the Purchased Assets before the Closing have been

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unconditionally released, discharged and terminated, and that the transfers and conveyances described herein have been effected, and (ii) shall be binding upon and shall govern the acts of all persons and entities. If, following a reasonable written request made by the Debtors, any person or entity that has filed financing statements or other documents or agreements evidencing any Encumbrances against the Purchased Assets shall not have delivered to the Debtors for use at or in connection with Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Encumbrances which the person or entity has with respect to the Purchased Assets, then SCC and/or the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to such Purchased Assets. For the avoidance of doubt, such statements, instruments, releases and other documents shall not impair Encumbrances that attach (subject to any Challenge within the meaning of the Final DIP Order that has been, or may be, timely filed) to the Sale Proceeds or the terms of this Order, including, but not limited to paragraphs 5 and 13 hereof.

12. In accordance with the APA, concurrently with the Closing, SCC shall pay that portion of the Purchase Price due at Closing, by wire transfer of immediately available funds, to Debtors' Escrow Deposit Accounts (defined below), subject to the adjustments set forth in Section 1.1.1 of the APA. Any direct expenses of the Sale shall be disclosed by Debtors to the DIP Agent, the Prepetition Secured Creditors, and the Committee in advance of the Closing.

13. The terms and conditions of the Final DIP Order shall apply with respect to the Sale Proceeds and Escrow Deposit Accounts (defined herein). Without limiting the foregoing, the Debtors shall comply with paragraph 4 of the Final DIP Order in the following manner:

(a) the Debtors shall direct SCC and any post-closing escrow agent appointed pursuant to the terms of the APA to remit all Sale Proceeds to be received by the Debtors at Closing or thereafter in cash, to deposit such Sale Proceeds in separate accounts labeled "Santa Clara Sale Proceeds Account," in the name of each Debtor that is a Seller within the meaning of the APA (each such hereafter referred to as "Escrow Deposit Account");

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(b) in giving direction to SCC pursuant to sub-paragraph (a), above, the Debtors shall exercise their reasonable business judgment, in good faith, and allocate the Sale Proceeds among the Escrow Deposit Accounts on the basis of the value of each Debtor's Purchased Assets as of the Closing (which allocation, for the avoidance of doubt, shall be subject to the reservations of rights in paragraph 4 of the Final DIP Order and footnote 5 of Exhibit 1 of the Bidding Procedures Order); provided further that nothing in this paragraph shall waive or limit any rights the Committee may have in connection with the confirmation of a proposed chapter 11 plan for any of the Debtors' cases (including the right to seek to reallocate estate values);

(c) without limitation of the rights of the DIP Agent and DIP Lender under the DIP Financing Agreements and the Final DIP Order, no funds held in any Escrow Deposit Account shall be (i) commingled with any other funds of the applicable Debtor or any of the other Debtors or (ii) used by the Debtors for any purpose, except as provided in this Order, the DIP Credit Agreements or Final DIP Order without further order of this Court, after reasonable notice under the circumstances to the DIP Agent, the Prepetition Secured Creditors and the Committee;

(d) each Escrow Deposit Account shall be subject to a deposit account control agreement in favor of the DIP Agent and DIP Lender, and subject to, without limitation of the rights of the DIP Agent and DIP Lender under the DIP Financing Agreements and the Final DIP Order with respect to the Sale Proceeds and Escrow Deposit Account, including, without limitation, following the occurrence of an Event of Default or the Revolving Loan Termination Date (as defined in the DIP Credit Agreement), the Debtors shall not be permitted to use the funds held in any Escrow Deposit Account for any purpose, except as provided in paragraph 14, 15, 16, and 17 of this Order, and to fund any Purchase Price adjustment in favor of the Purchaser, without first obtaining the consent of the DIP Agent, DIP Lender and the Prepetition Secured Creditors or obtaining an order of the Court pursuant to §§ 363 or 1129 after reasonable notice under the circumstances to the DIP Agent, the DIP Lender, the Prepetition Secured Creditors and the Committee and, if necessary, a hearing thereon.

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14. Concurrently with the Closing or as soon thereafter as is possible, and in accordance with the APA, the Debtors (i.e., the Hospital Debtors defined in the APA) shall pay out of the Sale Proceeds to the counter-parties to the Designated Contracts the cure amounts set forth in the *Debtors' Notice to Counterparties to Executory Contracts and Unexpired Leases of the Debtors That May Be Assumed and Assigned* [Docket No. 810], the *Supplement to Notice to Counterparties to Executory Contracts and Unexpired Leases of the Debtors That May be Assumed and Assigned* [Docket No. 998], the *Amended Notice of Contracts Designated by Santa Clara County for Assumption and Assignment* [Docket No. 1110] (collectively, the "Cure Notices"), or as otherwise agreed to by the Debtors, SCC and the applicable counter-parties thereto or ordered by this Court after a continued hearing on the Cure Objections (the "Designated Cure Amounts").

15. To the extent that any of the contracts and/or leases, which give rise to the Designated Cure Amounts and are set forth in the *Amended Notice of Contracts Designated by Santa Clara County for Assumption and Assignment* [Docket No. 1110] (the "Currently Identified Designated Contracts") are executory contracts or unexpired leases (over which the Court is not making any such determination at this time), then in connection with the Closing, the Debtors shall be deemed to have assumed all such Currently Identified Designated Contracts (so that they are deemed part of the Designated Contracts) and to have assigned them to SCC, and SCC shall have assumed all obligations owing under all such Currently Identified Designated Contracts arising after and following the Closing. In the event that the Court ultimately determines that any such counter-parties to the Currently Identified Designated Contracts (the "Currently Identified Designated Contract Counter-Parties") have an allowed claim against the Debtors which exceeds the Designated Cure Amounts, the difference will be paid by the Debtors out of the Sale Proceeds and shall not be the responsibility of SCC. The Court shall resolve any and all disputes which may arise between the Debtors, SCC and any of the Currently Identified Designated Contract Counter-Parties over whether the Currently Identified Designated Contracts are executory contracts or unexpired leases and whether any of the Currently Identified Designated Contract

Counter-Parties are entitled to an allowed claim against the Debtors which exceeds the Designated Cure Amounts.

16. All of the Currently Identified Designated Contracts, to the extent they are executory contracts or unexpired leases, shall be part of the Designated Contracts that will be assumed by the Debtors and assigned to SCC at the Closing. In the event that SCC elects to add any other of the Debtors' executory contracts or unexpired leases to the list of Designated Contracts (the "Subsequently Identified Designated Contracts"), the Debtors shall (i) file a notice with the Court, by January 23, 2019, identifying all such Subsequently Identified Designated Contracts and their respective cure amounts, and (ii) serve such notice by over-night mail on all counter-parties to the Subsequently Identified Designated Contracts (the "Subsequently Identified Designated Contract Counter-Parties"). All Subsequently Identified Designated Contracts shall be assumed by the Debtors and assigned to SCC at the Closing, with the Debtors to be obligated to pay all cure amounts owing to such Subsequently Identified Designated Contract Counter-Parties concurrently with the Closing, as set forth in the Debtors' notice, or as otherwise agreed to by the Debtors, SCC and the applicable counter-parties thereto, or ordered by the Court in accordance with paragraph 36 below (the "Additional Cure Amounts").

17. Upon the Closing, the Debtors are authorized and directed to assume, assign and/or transfer each of the Designated Contracts to SCC, including the Currently Identified Designated Contracts and any Subsequently Identified Designated Contracts (all counterparties to the Currently Identified Designated Contracts and any Subsequently Identified Designated Contracts collectively, the "Contract Counter-Parties"). At the Closing, the Debtors shall pay out of the Sale Proceeds (i) ~~to~~ the Designated Cure Amounts identified in paragraph 14 above, and (ii) the Additional Cure Amounts. Payment by the Debtors of such Designated Cure Amounts and Additional Cure Amounts are deemed the necessary and sufficient amounts to "cure" all "defaults" with respect to all such Currently Identified Designated Contracts and Subsequently Identified Designated Contracts under § 365(b). The payment by the Debtors shall (i) effect a cure of all defaults existing under all such Currently Identified Designated Contracts, and (ii) compensate all such Contract Counter-Parties for any actual

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pecuniary loss resulting from any such default. The Debtors shall then have assumed and assigned to SCC, effective as of the Closing, all of the Designated Contracts (comprised of both all Currently Identified Designated Contracts and all Subsequently Identified Designated Contracts, if any), and, pursuant to § 365(f), the assignment by the Debtors of all such Designated Contracts to SCC shall not be a default thereunder. After the payment of the Designated Cure Amounts and the Additional Cure Amounts by the Debtors, neither the Debtors nor SCC shall have any further liabilities to any Contract Counter-Parties, other than SCC's obligations under the Designated Contracts that accrue and become due and payable after the Closing Date. In addition, adequate assurance of future performance has been demonstrated by or on behalf of SCC with respect to all of the Designated Contracts within the meaning of §§ 365(b)(1)(c), 365(b)(3) (to the extent applicable) and 365(f)(2)(B). For the avoidance of doubt, the Debtors shall be liable for the payment of all cure costs with respect to the Designated Contracts as may be required under § 365(b)(1). SCC shall not be liable for the payment of any cure costs with respect to the Designated Contracts as may be required under § 365(b)(1) or for the payment of any liabilities or obligations arising from or related to (a) such Designated Contracts on or prior to the Closing of the Transaction, (b) any executory contracts which the Debtors intend to reject by appropriate motion at a later date and which are not being assumed and assigned to SCC as part of the Transaction, (c) any prepetition multiparty contract affecting more than one Debtor in addition to OCH and/or SLRH, or (d) any collective bargaining agreement, pension plan, or health and welfare plan providing collectively bargained benefits to which OCH and/or SLRH is a party or sponsor.

18. The Debtors intend to reject, pursuant to § 365(a), all executory contracts to which OCH and SLRH are a party, excluding (i) Designated Contracts, (ii) any prepetition multiparty contract affecting more than one Debtor in addition to OCH and/or SLRH, and (iii) any collective bargaining agreement, pension plan or health and welfare plan providing collectively bargained benefits to which OCH and/or SLRH is a party or sponsor. The Debtors shall file an appropriate motion to reject such contracts prior to Closing. Notwithstanding the prior statement, Closing is conditioned upon the rejection, termination and/or modification of all applicable CBAs

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related to OCH and SLRH, pursuant to § 1113 or as otherwise agreed to between the Debtors, the respective unions, and as approved by the Court.

19. All of the Contract Counter-Parties are forever barred, estopped, and permanently enjoined from (i) raising or asserting against the Debtors or SCC, or any of their property, any assignment fee, acceleration, default, breach, or claim of pecuniary loss, or condition to assignment, arising under or related to the Designated Contracts, existing as of the Closing, or arising by reason of the consummation of the Transaction contemplated by the APA, including, without limitation, the Transaction and the assumption and assignment of the Designated Contracts, including any asserted breach relating to or arising out of the change-in-control provisions in such Designated Contracts, or any purported written or oral modification to the Designated Contracts and (ii) asserting against SCC any claim, counterclaim, breach, or condition asserted or assertable against the Debtors existing as of the Closing or arising by reason of the transfer of the Purchased Assets, except for the Assumed Obligations.

20. Any provisions in any Designated Contracts that prohibit or condition the assignment of such Designated Contract or allow the counterparty to such Designated Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such Designated Contract constitute unenforceable anti-assignment provisions that are void and of no force and effect with respect to the Debtors' assumption and assignment of such Designated Contract to SCC in accordance with the APA, pursuant to § 363(f). Notwithstanding the foregoing, the rights of Contract Counter-Parties to assert that a Designated Contract may not be assumed and assigned absent consent, on the ground that such Designated Contract pertains to the licensing of intellectual property, are preserved, and any such objections may be asserted in accordance with the procedures set forth in paragraphs 34, 35, and 36; provided, however, that any Contract Counter-Party that has failed to object within the deadlines set forth in the applicable Cure Notice is now forever barred from asserting its objection.

21. The terms and provisions of this Sale Order, as well as the rights granted under the Transaction Documents, shall continue in full force and effect and are binding upon any successor,

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reorganized Debtors, or chapter 7 or chapter 11 trustee applicable to the Debtors, notwithstanding any such conversion, dismissal or order entry. Nothing contained in any chapter 11 plan confirmed in the Debtors' cases or in any order confirming such a plan, nor any order dismissing the cases or converting the cases to a case under chapter 7, shall conflict with or derogate from the provisions of the APA, any documents or instruments executed in connection therewith, or the terms of this Sale Order, provided however, that in the event of a conflict between this Sale Order and an express or implied provision of the APA, this Sale Order shall govern. The provisions of this Sale Order and any actions taken pursuant hereto shall survive any conversion or dismissal of the cases and the entry of any other order that may be entered in the cases, including any order (i) confirming any plan of reorganization; (ii) converting the cases from chapter 11 to chapter 7; (iii) appointing a trustee or examiner in the cases; or (iv) dismissing the cases.

22. The Transaction contemplated by the APA and other Transaction Documents are undertaken without collusion and in "good faith," as that term is defined in § 363(m) of the Bankruptcy Code. SCC is a good faith purchaser within the meaning of § 363(m) and, as such, is entitled to the full protections of § 363(m). Accordingly, the reversal or modification on appeal of the authorization provided herein by this Sale Order to consummate the Transaction shall not affect the validity of the sale of the Purchased Assets to SCC. The APA and the Transactions contemplated thereby cannot be avoided under § 363(n).

23. The failure to specifically include any particular provision of the APA or the other Transaction Documents in this Sale Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Bankruptcy Court that the Transaction, the APA and the other Transaction Documents be authorized and approved in their entirety. Likewise, all of the provisions of this Sale Order are non-severable and mutually dependent.

24. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Rules 6004(h), 6006(d), 7062, or 9014, if applicable, or any other LBR or otherwise, this Sale Order shall not be stayed for 14-days after the entry hereof, but shall be effective

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and enforceable immediately upon entry pursuant to Rule 6004(h) and 6006(d). Time is of the essence in approving the Transaction (including the transfer and the sale of the Purchased Assets).

25. The automatic stay in effect pursuant to § 362 is hereby lifted with respect to the Debtors to the extent necessary, without further order of this Court, to (i) allow SCC to deliver any notice provided for in the APA and Transaction Documents and (ii) allow SCC to take any and all actions permitted under the APA and Transaction Documents in accordance with the terms and conditions thereof.

26. Unless otherwise provided in this Sale Order, to the extent any inconsistency exists between the provisions of the APA and this Sale Order, the provisions contained in this Sale Order shall govern.

27. This Court shall retain exclusive jurisdiction to interpret, construe, and enforce the provisions of the APA and this Sale Order in all respects, and further, including, without limitation, to (i) hear and determine all disputes between the Debtors and/or SCC, as the case may be, and any other non-Debtor party to, among other things, the Designated Contracts concerning, among other things, assignment thereof by the Debtors to SCC and any dispute between SCC and the Debtors as to their respective obligations with respect to any asset, liability, or claim arising hereunder; (ii) compel delivery of the Purchased Assets to SCC free and clear of Encumbrances; (iii) compel the delivery of the Purchase Price or performance of other obligations owed to the Debtors; (iv) interpret, implement, and enforce the provisions of this Sale Order; and (v) protect SCC against (A) claims made related to any of the Excluded Liabilities (as defined in the APA), (B) any claims of successor or vicarious liability (or similar claims or theories) related to the Purchased Assets or the Designated Contracts, or (C) any Encumbrances asserted on or against SCC or the Purchased Assets.

28. Following the date of entry of this Sale Order, the Debtors and SCC are authorized to make changes to the APA without the need for any further order of the Court provided that all such changes have been approved in writing by the Debtors, SCC, the Committee, the DIP Agent, and Prepetition Secured Creditors. Any other changes to the APA or this Sale Order require a further order of the Court, after reasonable notice under the circumstances and a hearing.

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29. Notwithstanding any other provision of this Sale Order or any other Order of this Court, no sale, transfer or assignment of any rights and interests of a regulated entity in any federal license or authorization issued by the FCC shall take place prior to the issuance of FCC regulatory approval for such sale, transfer or assignment pursuant to the Communications Act of 1934, as amended, and the rules and regulations promulgated thereunder. The FCC's rights and powers to take any action pursuant to its regulatory authority, including, but not limited to, imposing any regulatory conditions on such sales, transfers and assignments and setting any regulatory fines or forfeitures, are fully preserved, and nothing herein shall proscribe or constrain the FCC's exercise of such power or authority to the extent not inconsistent with the applicable provisions of the Bankruptcy Code.

30. To the extent the Purchased Assets contain records of the Verity Health System Retirement Plan A and Verity Health System Retirement Plan B (collectively, the "Pension Plans") or employment records of participants of the Pension Plans, the SCC shall store, and preserve any such records until the PBGC has completed its investigation regarding the Pension Plans and shall make such documents available to the PBGC for inspection and copying. Such records include, but are not limited to, any Pension Plan governing documents, actuarial documents, and employment records (collectively, the "Pension Plan Documents"). The Debtors shall retain and not abandon any Pension Plan Documents that are not Purchased Assets for not less than twelve (12) months after Closing and shall make such documents available to the PBGC for inspection and copying.

31. No later than January 18, 2019, either (i) the Debtors will file a notice of a resolution of the issues regarding the transfer and/or proposed assumption and assignment or rejection of the Medi-Cal Provider Agreements or (b) DHCS will file a supplemental objection to the proposed transfer of the Medi-Cal Provider Agreements. If necessary, the Debtors will file any reply to the supplemental objection no later than 4:00 p.m. (Pacific Time), on January 25, 2019, and a hearing will be held on the issues raised regarding the transfer and/or proposed assumption and assignment or rejection of the Medi-Cal Provider Agreements on January 30, 2019, at 10:00 a.m. (Pacific Time); and all parties' rights, claims, and defenses are preserved until that hearing. Nothing in this Sale Order shall apply to

Medi-Cal Provider Agreements until and unless there is a Court order approving a settlement between the Debtors and the DHCS or a Court order resolving the DHCS's objections.

32. No later than January 18, 2019, either (i) the Debtors will file a notice of a resolution of the issues regarding the transfer and/or proposed assumption and assignment or rejection of the Medicare Provider Agreements or (b) HHS will file a supplemental objection to the proposed transfer of the Medicare Provider Agreements. If necessary, the Debtors will file any reply to the supplemental objection no later than 4:00 p.m. (Pacific Time), on January 25, 2019, and a hearing will be held on the issues raised regarding the transfer and/or proposed assumption and assignment or rejection of the Medicare Provider Agreements on January 30, 2019, at 10:00 a.m. (Pacific Time); and all parties' rights, claims, and defenses are preserved until that hearing. Nothing in this Sale Order shall apply to Medicare Provider Agreements until and unless there is a Court order approving a settlement between the Debtors and the HHS or a Court order resolving the HHS's objections.

33. The Debtors must have resolution of the collective bargaining agreements (the "CBAs") that cover employees at Saint Louise Regional Hospital and O'Connor Hospital prior to SCC closing on the proposed Sale pursuant to the APA. The hearing on the Debtors' motion(s) with respect to the rejection and/or modification of such CBAs (the "CBA Motions") will occur on January 30, 2019, at 10:00 a.m. (Pacific Time). Debtors shall file the CBA Motions by no later than January 2, 2019. Any objection to the CBA Motions shall be filed on January 16, 2019, and any reply shall be filed on January 23, 2019.

34. A continued hearing on the Cure Objections shall be held on January 30, 2019, at 10:00 a.m. (Pacific Time). As to the Currently Identified Designated Contracts, by no later than Friday, January 18, 2019, the Debtors shall file a notice containing a list of (a) the Cure Objections that have been resolved, and (b) the Cure Objections as to which Court intervention is required. As to the Cure Objections for which Court intervention is required, the following briefing schedule shall apply: ~~(2)~~ (1) the Debtors' opposition to each outstanding Cure Objection shall be submitted by no later than Friday, January 18, 2019; and ~~(3)~~ (2) the counterparties' reply in support of its Cure Objections shall be submitted by no later than Friday, January 25, 2019. Nothing in this Sale Order constitutes a finding or

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determination on any Cure Objection. All Cure Objections are preserved until resolved either by agreement between the Debtors and the contract counterparty or further order of the Court.

35. As to any executory contracts or unexpired leases that were listed on the Initial Designated Contract List, but not listed on any prior Cure Notices, any counterparty thereto may file an objection to the cure amount or assumption thereof by January 11, 2019, and all other provisions in paragraph 34 shall apply to resolution thereof.

36. As to Subsequently Identified Designated Contracts, (i) the Debtors shall file a notice with the Court, by January 23, 2019, identifying all Subsequently Identified Designated Contracts and provide service thereof in accordance with paragraph 16, and (ii) to the extent that any Subsequently Identified Designated Contracts were not listed on any of the prior Cure Notices, counterparties subject to contracts who object to assumption and/or the proposed cure amounts must file an objection no later than January 30, 2019, and any reply shall be filed on February 6, 2019. The request by Medical Office Building of California LLC for an extension of the January 30, 2019 objection deadline in the event that its lease is designated as a Subsequently Identified Designated Contract is overruled. To the extent that a negotiated resolution cannot be achieved, any objections filed in connection with the Subsequently Identified Designated Contracts shall be adjudicated on February 13, 2018, at 10:00 a.m. (Pacific Time), where the Court shall resolve any and all disputed issues related to the objection.

37. The Committee's and the Prepetition Secured Creditors' rights, and their ability to participate and be heard at the hearings described in paragraphs 31-36 of this Sale Order, are hereby reserved. To the extent that the DIP Agent, DIP Lender, Prepetition Secured Creditors or the Committee desire to file pleadings related to such hearings, their respective times for filing an objection or response to any of the requests for relief described in paragraphs 31-36 herein shall be the same as granted to the Debtors pursuant to the notice in each such instance.

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IT IS SO ORDERED.

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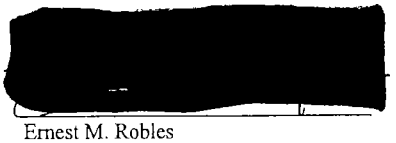
Date. December 27, 2018



Ernest M. Robles
United States Bankruptcy Judge

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UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION

In re:

VERITY HEALTH SYSTEM OF CALIFORNIA, INC., *et al.*,

Debtors and Debtors In Possession.

☒ Affects All Debtors
☐ Affects Verity Health System of California, Inc.
☐ Affects O'Connor Hospital
☐ Affects Saint Louise Regional Hospital
☐ Affects St. Francis Medical Center
☐ Affects St. Vincent Medical Center
☐ Affects Seton Medical Center
☐ Affects O'Connor Hospital Foundation
☐ Affects Saint Louise Regional Hospital Foundation
☐ Affects St. Francis Medical Center of Lynwood Foundation
☐ Affects St. Vincent Foundation
☐ Affects St. Vincent Dialysis Center, Inc.
☐ Affects Seton Medical Center Foundation
☐ Affects Verity Business Services
☐ Affects Verity Medical Foundation
☐ Affects Verity Holdings, LLC
☐ Affects De Paul Ventures, LLC
☐ Affects De Paul Ventures - San Jose Dialysis, LLC

Debtors and Debtors In Possession.

Lead Case No. 2:18-bk-20151-ER

Jointly Administered With:

CASE NO.: 2:18-bk-20162-ER
CASE NO.: 2:18-bk-20163-ER
CASE NO.: 2:18-bk-20164-ER
CASE NO.: 2:18-bk-20165-ER
CASE NO.: 2:18-bk-20167-ER
CASE NO.: 2:18-bk-20168-ER
CASE NO.: 2:18-bk-20169-ER
CASE NO.: 2:18-bk-20171-ER
CASE NO.: 2:18-bk-20172-ER
CASE NO.: 2:18-bk-20173-ER
CASE NO.: 2:18-bk-20175-ER
CASE NO.: 2:18-bk-20176-ER
CASE NO.: 2:18-bk-20178-ER
CASE NO.: 2:18-bk-20179-ER
CASE NO.: 2:18-bk-20180-ER
CASE NO.: 2:18-bk-20181-ER

Chapter 11 Cases

Hon. Judge Ernest M. Robles

NOTICE OF BAR DATE FOR FILING PROOFS OF CLAIMS AND INTERESTS

BAR DATE: APRIL 1, 2019

TO ALL CREDITORS, EQUITY AND INTEREST HOLDERS, AND OTHER PARTIES IN INTEREST:

NOTICE OF CLAIMS BAR DATE

The Bankruptcy Court has set a deadline of April 1, 2019 for creditors and holders of ownership interests in Verity Health System of California, Inc., a California nonprofit benefit corporation and the Debtor herein, and the above-referenced affiliated debtors, the debtors and debtors in possession in the above-captioned chapter 11 bankruptcy cases (collectively, the "Debtors"), to file proofs of claim against, or proofs of interest in, the Debtors' estates.

The exceptions to this deadline for filing proofs of claims or interest are: (1) claims arising from rejection of executory contracts or unexpired leases; (2) claims of governmental units; and (3) claims arising as the result of transfer avoidance pursuant to chapter 5 of the Bankruptcy Code.

Unless otherwise ordered by the Court, claims arising from (i) rejection of executory contracts or unexpired leases pursuant to 11 U.S.C. § 365, (ii) rejection or modification of collective bargaining agreements pursuant to 11 U.S.C. § 1113, (iii) voluntary termination of pension plans under the Employee Retirement Income Security Act ("ERISA"), or (iv) withdrawal from a multiemployer pension plan governed by ERISA, or (v) termination of retiree benefits, including as may be required under 11 U.S.C. § 1114, the last day to file a proof of claim is: (a) 30 days after the date of entry of the order authorizing such rejection, modification, voluntary termination or withdrawal; or (b) April 1, 2019, whichever is later.

For claims of "governmental units," as that term is defined in 11 U.S.C. § 101(27), the last day to file a proof of claim is: (a) 180 days after the entry the order for relief in this case; or (b) April 1, 2019, whichever is later. 11 U.S.C. § 502(b)(9).

For administrative claims arising under Section 503(b)(9) of the Bankruptcy Code (a "503(b)(9) Claim") on account of goods sold to the Debtors in the ordinary course of the Debtors' business that were received by the Debtors within 20 days before the commencement of the Debtors' cases, the last day to request allowance of such claims by filing a proof of claim and indicating that the claim asserted is a 503(b)(9) Claim is the Bar Date, i.e. April 1, 2019.

For claims arising from the avoidance of a transfer under chapter 5 of the Bankruptcy Code, the last day to file a proof of claim is: (a) 30 days after the entry of judgment avoiding the transfer; or (b) April 1, 2019, whichever is later.

If you are listed on the Schedules of Assets and Liabilities of the Debtors and your claim or interest is not scheduled as disputed, contingent, unliquidated or unknown, your claim or interest is deemed filed in the amount set forth in the schedules, and filing of a proof of claim or interest is unnecessary if you agree that the amount scheduled is correct and that the category in which your claim or interest is scheduled (secured, unsecured, preferred stock, common stock, *etc.*) is correct. 11 U.S.C. § 1111(a).

If your claim or interest is not listed on the schedules or is scheduled as disputed, contingent, unliquidated or unknown, or if you disagree with the amount or description scheduled for your claim or interest, you must file a proof of claim or interest.

Notwithstanding any other provision of this Notice, any record or beneficial holder of those certain California Statewide Communities Development Authority Revenue Bonds (Daughters of Charity Health System) Series 2005 A, G and H, California Public Finance Authority Revenue

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Notes (Verity Health System) Series 2015 A, B, C and D, California Public Finance Authority Revenue Notes (Verity Health System) Series 2017 A and B, or any master indenture obligation issued by the Debtors or any of them in connection with the foregoing (each an "Obligated Debt Security") is not required to file any proof of claim for any claim that is (a) limited to the repayment of principal, interest, and other applicable fees and charges on account of an Obligated Debt Security, and (b) asserted against the Debtors O'Connor Hospital, St. Francis Medical Center, St. Vincent Medical Center, Saint Louise Regional Hospital, Seton Medical Center, and/or Verity Health Systems of California, Inc. (each a "Funded Debt Claim"). Notwithstanding the foregoing, (i) any record or beneficial holder of an Obligated Debt Security wishing to assert any other claim, including any claim other than a Funded Debt Claim is required to file proof(s) of claim in compliance with this Notice, unless another exception identified herein applies; and (ii) for the avoidance of doubt, the foregoing exclusion in this paragraph shall not apply to any indenture trustee or collateral agent described in the documents that evidence or secure any Obligated Debt Security.

Notwithstanding any other provisions of this Notice, any record or beneficial holder of those certain California Statewide Communities Development Authority ("CSCDA") Bonds issued pursuant to the CSCDA CaliforniaFirst Program dated May 11, 2017 or May 18, 2017 (each a "Special Assessment Debt Security") is not required to file any proof of claim for any claim that is (a) limited to the repayment of principal, interest, and other applicable fees and charges on account of a Special Assessment Debt Security and (b) asserted against the Debtor Seton Medical Center (a "Funded Assessment Claim"). Notwithstanding the foregoing, (i) any record or beneficial holder of a Special Assessment Debt Security wishing to assert any other claim, including any claim other than a Funded Assessment Claim is required to file proof(s) of claim in compliance with this Notice, unless another exception identified herein applies; and (ii) for the avoidance of doubt, the foregoing exclusion in this paragraph shall not apply to any indenture trustee or collateral agent described in the documents that evidence or secure any Special Assessment Debt Security.

Each indenture trustee or collateral agent for an Obligated Debt Security or a Special Assessment Debt Security is authorized to file such proof(s) of claim on behalf of itself and the beneficial and record holders of such Funded Debt Claims or Funded Assessment Claim against each relevant Debtor in compliance with this Notice and/or may in its sole discretion include or reference such documents that evidence or secure any Obligated Debt Security or Special Assessment Debt Security (and is excused from attaching copies of any referenced documents evidencing and/or securing those claims, so long as those materials remain available on request).

Failure of a creditor or interest holder to file timely a proof of claim or interest on or before the deadline may result in disallowance of the claim or interest or subordination under the terms of a plan of reorganization without further notice or hearing. 11 U.S.C. § 502(b)(9). Creditors and interest holders may wish to consult an attorney to protect their rights.

Dated: February 13, 2019

DENTONS US LLP

By: */s/ Samuel R. Maizel*
Samuel R. Maizel
Tania M. Moyron
Attorneys for Chapter 11 Debtors and Debtors in Possession

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In re Verity Health System of California, Inc., *et al.*
(Case No. 2:18-bk-20151-ER)

Attached is a blank Proof of Claim form for the above-captioned case (with instructions). Proof of interest forms, and additional copies of proof of claim forms, may be obtained from the Debtors' Claims and Noticing Agent, Kurtzman, Carson Consultants LLC ("KCC"), located at 2335 Alaska Avenue, El Segundo, CA 90245, (888) 249-2741, or by visiting KCC's website at http://www.kccllc.net/verityhealth.

Please be advised that all Proofs of Claim and Proofs of Interest, with all supporting documentation, must be submitted to KCC via mail or courier no later than April 1, 2019 at 5:00 p.m. (Pacific Time), at the following address:

Verity Claims Processing Center
c/o KCC
2335 Alaska Avenue
El Segundo, CA 90245

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Los Angeles, California 90017-5704
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UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

In re VERITY HEALTH SYSTEM OF CALIFORNIA, INC., *et al.*, Debtors and Debtors In Possession.	Lead Case No. 2:18-bk-20151-ER Jointly Administered With: Case No. 2:18-bk-20162-ER Case No. 2:18-bk-20163-ER Case No. 2:18-bk-20164-ER Case No. 2:18-bk-20165-ER Case No. 2:18-bk-20167-ER Case No. 2:18-bk-20168-ER Case No. 2:18-bk-20169-ER Case No. 2:18-bk-20171-ER Case No. 2:18-bk-20172-ER Case No. 2:18-bk-20173-ER Case No. 2:18-bk-20175-ER Case No. 2:18-bk-20176-ER Case No. 2:18-bk-20178-ER Case No. 2:18-bk-20179-ER Case No. 2:18-bk-20180-ER Case No. 2:18-bk-20181-ER Hon. Ernest M. Robles Chapter 11 Cases **NOTICE OF SALE PROCEDURES, AUCTION DATE, AND SALE HEARING [RELATED DOCKET NO. 1279].**
☒ Affects All Debtors ☐ Affects Verity Health System of California, Inc. ☐ Affects O'Connor ☐ Affects Saint Louise Regional Hospital ☐ Affects St. Francis Medical Center ☐ Affects St. Vincent Medical Center ☐ Affects Seton Medical Center ☐ Affects O'Connor Hospital Foundation ☐ Affects Saint Louise Regional Hospital Foundation ☐ Affects St. Francis Medical Center of Lynwood Foundation ☐ Affects St. Vincent Foundation ☐ Affects St. Vincent Dialysis Center, Inc. ☐ Affects Seton Medical Center Foundation ☐ Affects Verity Business Services ☐ Affects Verity Medical Foundation ☐ Affects Verity Holdings, LLC ☐ Affects De Paul Ventures, LLC ☐ Affects De Paul Ventures - San Jose Dialysis, LLC Debtors and Debtors In Possession.	

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PLEASE TAKE NOTICE that on January 17, 2019, the above-captioned debtors and debtors in possession (the "Debtors"), filed the *Debtors' Notice of Motion and Motion for the Entry of (I) an Order (1) Approving Form of Asset Purchase Agreement for Stalking Horse Bidder and for Prospective Overbidders, (2) Approving Auction Sale Format, Bidding Procedures and Stalking Horse Bid Protections, (3) Approving Form of Notice to be Provided to Interested Parties, (4) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest Bidder, and (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; and (II) an Order (A) Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances* (the "Motion") [Docket No. 1279].[1] The Debtors seek, among other things, to sell all assets of St. Francis Medical Center, St. Vincent Medical Center, St. Vincent Dialysis Center, Inc., Seton Medical Center and Seton Medical Center Coastside (the "Assets") to the successful bidder(s) (the "Successful Bidder"), at an auction free and clear of all liens, claims, encumbrances and other interests pursuant to Sections 363 and 365 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that, on February 15, 2019, the Bankruptcy Court entered an order (the "Bidding Procedures Order") approving the Motion and the bidding procedures (the "Bidding Procedures"), which set the key dates and times related to the Sale of the Assets. All interested bidders should carefully read the Bidding Procedures Order and the Bidding Procedures. To the extent that there are any inconsistencies between the Bidding Procedures Order (including the Bidding Procedures) and the summary description of its terms and conditions contained in this Notice, the terms of the Bidding Procedures Order shall control.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Bidding Procedures, a partial bid auction (the "Partial Bid Auction") to sell the Assets will be conducted on **April 8, 2019, at 10:00 a.m. (prevailing Pacific Time)**, at the offices of Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, California 90017, or at such other location as shall be identified in a notice filed with the Bankruptcy Court at least 24 hours before the

[1] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

Partial Bid Auction. Within forty-eight (48) hours of the conclusion of the Partial Bid Auction, the Debtors shall file a notice with the Bankruptcy Court identifying the Successful Bidder.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Bidding Procedures, a fill bid auction (the "Full Bid Auction") to sell the Assets will be conducted on **April 9, 2019, at 10:00 a.m. (prevailing Pacific Time)**, at the offices of Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, California 90017, or at such other location as shall be identified in a notice filed with the Bankruptcy Court at least 24 hours before the Full Bid Auction. Within twenty-four (24) hours of the conclusion of the Full Bid Auction, the Debtors shall file a notice with the Bankruptcy Court identifying the Successful Bidder.

PLEASE TAKE FURTHER NOTICE that a hearing will be held to approve the sale of the Assets to the Successful Bidder (the "Sale Hearing") before the Honorable Ernest Robles, United States Bankruptcy Judge, United States Bankruptcy Court for the Central District of California, 255 E. Temple St., Los Angeles, California 90012, Courtroom 1568, on **April 17, 2019 at 10:00 a.m. (prevailing Pacific Time)**, or at such time thereafter as counsel may be heard or at such other time as the Bankruptcy Court may determine. The Sale Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing. Objections to the Sale shall be filed with the Bankruptcy Court and served **so as to be received no later than 4:00 p.m. (prevailing Pacific Time) on April 12, 2019** by: (i) counsel to the Debtors: Dentons US LLP, 601 S. Figueroa Street, Suite 2500, Los Angeles, CA 90017 (Attn: Tania M. Moyron (tania.moyron@dentons.com)); (ii) the Debtors' Investment Banker: Cain Brothers, a division of KeyBanc Capital Markets, 1 California Street, Suite 2400, San Francisco, CA 94111 (Attn: James Moloney (jmoloney@cainbrothers.com)); (iii) counsel to the Official Committee: Milbank, Tweed, Hadley & McCloy LLP, 2029 Century Park East, 33rd Floor, Los Angeles, CA 90067 (Attn: Gregory A. Bray (gbray@milbank.com); (iv) counsel to the Master Trustee and Series 2005 Bond Trustee: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, MA 02111 (Attn: Daniel S. Bleck and Paul Ricotta (dsbleck@mintz.com, pricotta@mintz.com)); (v) counsel to the Series 2015 and Series 2017

DENTONS US LLP
601 SOUTH FIGUEROA STREET, SUITE 2500
LOS ANGELES, CALIFORNIA 90017-5704
(213) 623-9300

Notes Trustee: Maslon, LLP, 3300 Wells Fargo Center, 90 South Seventh Street, Minneapolis, MN 55402 (Attn: Clark Whitmore (clark.whitmore@maslon.com) (collectively, the "Notice Parties"); (vi) counsel to the Stalking Horse Purchaser: Levene, Neale, Bender, Yoo & Brill L.L.P., 10250 Constellation Blvd., Suite 1700, Los Angeles, CA 90067 (Attn: Gary E. Klausner, Esq. (GEK@lnbyb.com); and (vii) the Office of the United States Trustee (the "U.S. Trustee"): 915 Wilshire Blvd., Suite 1850, Los Angeles, California 90017 (Attn: Hatty Yip (Hatty.Yip@usdoj.gov)).

PLEASE TAKE FURTHER NOTICE that this Notice of the Auction and Sale Hearing is subject to the full terms and conditions of the Motion, Bidding Procedures Order and Bidding Procedures, which Bidding Procedures Order shall control in the event of any conflict, and the Debtors encourage parties in interest to review such documents in their entirety. Any party that has not received a copy of the Motion or the Bidding Procedures Order that wishes to obtain a copy of the Motion, the Bidding Procedures Order (including all exhibits thereto), the Bidding Procedures, and the Stalking Horse APA, may make such a request in writing to Dentons US LLP, Attn: Samuel R. Maizel, 601South Figueroa Street, Suite 2500, Los Angeles, CA 90017 or by emailing samuel.maizel@dentons.com or by calling (213) 892-2910.

Dated: February 20, 2019

DENTONS US LLP
SAMUEL R. MAIZEL
TANIA M. MOYRON

By: */s/ Tania Moyron*

Attorneys for the Chapter 11 Debtors and Debtors In Possession

DENTONS US LLP
601 SOUTH FIGUEROA STREET, SUITE 2500
LOS ANGELES, CALIFORNIA 90017-5704
(213) 623-9300

Title 11, California Code of Regulations, § 999.5(d)(10)

Exhibit 2

Verity Health

Verity Health System Announces Exploration of Strategic Options

LOS ANGELES, July 9, 2018 -- Verity Health System ("Verity Health"), a nonprofit healthcare system, today announced it is exploring strategic options to alleviate financial and operational pressures on its six hospitals. At this time, a range of options are being considered, including the potential sale of some or all of its locations, among other possible transactions.

"The top priority of Verity's board and management team is to establish a long-term, sustainable path forward for our hospitals, which are of critical importance to the communities they serve," said Rich Adcock, CEO of Verity Health. "Pursuant to Verity's strategic plan, we are exploring a number of options to deleverage our balance sheet and address challenges our hospitals face after a decade of deferred maintenance, poor payor contracts, and increasing costs. As the board and management team work together to evaluate these options, the interests of our patients, employees and communities remain paramount."

Verity Health's Board has not made any final decisions related to specific strategic options at this time. The organization will share additional information about the review process once it is complete and further disclosure is appropriate.

Cain Brothers is acting as financial advisor to the Company. Dentons is acting as legal advisor.

Media Contact:
Jenny Kantor, Edelman (Jenny.Kantor@edelman.com / 323-202-1407)

Verity Health System
Verity Health System is a nonprofit healthcare system. Its hospitals include 1,650 inpatient beds, six active emergency rooms, a trauma center and a host of medical specialties including tertiary and quaternary care. Verity's two Southern California hospitals are St. Francis Medical Center in Lynwood and St. Vincent Medical Center in Los Angeles. In Northern California, O'Connor Hospital in San Jose, St. Louise Regional Hospital in Gilroy, Seton Medical Center in Daly City and Seton Coastside in Moss Beach are part of Verity Health. Verity Health also includes Verity Physician Network and Verity Medical Foundation, encompassing hundreds of physicians across a variety of practice models, independent practice associations, ambulatory surgery centers and urgent care centers.

Since its creation in December 2015, Verity Health System has worked to revitalize its hospitals in Northern and Southern California and ensure financial sustainability in order to care for patients for generations to come – including the underserved.

Verity Health

Verity Health System Files for Protection under Chapter 11 to Reorganize and Facilitate an Orderly and Efficient Sale Process

- *All hospitals to continue to operate and provide high-quality care to patients throughout this process*
- *Verity intends to sell all or some of its assets in Chapter 11 and is actively seeking potential buyers*
- *Additional liquidity of up to $185M secured to ensure financial stability throughout the reorganization process*

LOS ANGELES, August 31, 2018 – Verity Health System of California, Inc. ("Verity Health," or "Verity," or "the System"), a nonprofit healthcare system, today filed voluntary petitions for protection under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Central District of California – Los Angeles Division. Verity has secured debtor-in-possession financing of up to $185 million. This additional liquidity will enable continued operations without interruption to high-quality patient care, employees and suppliers throughout the Chapter 11 process.

This filing follows Verity's previous press release on July 9, which stated that the System has been exploring strategic options to address the issues facing the System. Today's announcement follows a thorough process of considering a range of alternatives for the System's hospitals, including the potential sale of some or all of the hospitals and related healthcare businesses.

The entities that are filing today are:

- De Paul Ventures San Jose Dialysis, LLC
- De Paul Ventures, LLC
- O'Connor Hospital
- O'Connor Hospital Foundation
- Saint Louise Regional Hospital
- Saint Louise Regional Hospital Foundation
- Seton Medical Center Foundation
- Seton Medical Center, including Seton Medical Center Coastside campus
- St. Francis Medical Center
- St. Francis Medical Center Foundation
- St. Vincent de Paul Ethics Corporation
- St. Vincent Dialysis Center
- St. Vincent Medical Center
- St. Vincent Medical Center Foundation
- Verity Business Services
- Verity Holdings, LLC
- Verity Medical Foundation

"After a diligent process of assessing all possible options alongside our financial and legal advisors, Verity Health has made the best strategic decision for all of our patients, employees and other stakeholders," said Rich Adcock, CEO of Verity Health. "Despite many efforts over the last decade to create opportunities for success, we can no longer swim against the tide of our operating reality, which includes a legacy burden of more than a billion dollars of bond debt and unfunded pension liabilities, an inability to renegotiate burdensome contracts, the continuing need for significant capital expenditures for seismic obligations and aging infrastructure."

Adcock continued: "Several other hospitals in California and across the U.S. have completed this process and have emerged to continue to care for patients, support employees, and serve the community. Those hospitals are now in improved financial and operational health. We are confident that today is a first critical step toward putting each facility on better footing for the future. Most importantly, we remain focused on our commitment to providing high-quality care to patients in underserved communities without disruption throughout this process."

DIP Financing

Verity Health has secured up to $185 million in debtor-in-possession ("DIP") financing to support its ongoing operations during the sale process. This additional financing, combined with normal operating revenue will help ensure Verity is able to meet its commitments to patients, employees, and suppliers while also successfully selling its existing operations.

Sale Process

Verity Health plans to consummate sales under Section 363 of the U.S. Bankruptcy Code. Potential buyers will have the opportunity to submit offers to acquire assets, including O'Connor Hospital, Saint Louise Regional Hospital, Seton Medical Center, Seton Medical Center Coastside, St. Vincent Medical Center and St. Francis Medical Center. All offers will be evaluated to ensure the highest and best acquisition agreement(s) are achieved for the benefit of Verity Health's patients, employees, creditors and other stakeholder groups.

"We are pursuing various strategic options for each of our six hospitals, with a focus on working with potential buyers who can continue the mission of patient care at each hospital," said Mr. Adcock. "Through the sales process, we will be putting our hospitals in a better position for long-term success."

Historical Events Leading to Today's Filings

The System was originally owned and operated by the Daughters of Charity of St. Vincent de Paul, Province of the West. Verity Health was formed in July 2015, when the Daughters of Charity selected BlueMountain Capital Management LLC ("BlueMountain"), a private investment firm, to recapitalize the health systems operations and transition leadership of the health system to the new Verity Health System. Prior to that, Daughters of Charity had been unsuccessful in an affiliation with Ascension Health Alliance and a sale to Prime Healthcare Services.

The financial and operational issues facing Verity Health System, are born out of a myriad of inherited, historical challenges. Operating losses had plagued the System's predecessor for some time due to, among other things, challenging cost structure, low reimbursement rates and the ever-changing healthcare landscape.

"After years of investment to assist in improving cash flow and operations, Verity's losses continue to amount to approximately $175 million annually on a cash flow basis," said Mr. Adcock.

Additional Information

Verity has established a helpline to ensure a prompt response to questions from patients and suppliers, which may be accessed at **1-888-249-2741**. Additional information can be found at http://www.kccllc.net/verityhealth.

Verity Health is advised in this matter by Dentons US LLP, Cain Brothers and Berkeley Research Group.

Verity Health System

Verity Health System is a nonprofit healthcare system. Its hospitals include 1,650 inpatient beds, six active emergency rooms, a trauma center and a host of medical specialties including tertiary and quaternary care. Verity's two Southern California hospitals are St. Francis Medical Center in Lynwood and St. Vincent Medical Center in Los Angeles. In Northern California, O'Connor Hospital in San Jose, St. Louise Regional Hospital in Gilroy, Seton Medical Center in Daly City and Seton Coastside in Moss Beach are part of Verity Health.

Verity Health also includes Verity Medical Foundation. With more than 100 primary care and specialty physicians, VMF offers medical, surgical and related healthcare services for people of all ages at community-based, multi-specialty clinics conveniently located in areas served by the Verity hospitals.

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Arielle.Patrick@edelman.com
or
Allison Metcalf, 323-761-6642
Allison.Metcalf@edelman.com

Verity Health

August 31, 2018

Colleagues,

I am writing today with news about the future of our organization. Before I share this, I want to thank you from the bottom of my heart for the dedication you've shown through your hard work for our patients and families with the high-quality care they've come to expect and deserve. This remains our top priority.

This morning, Verity announced that it has voluntarily filed for protection under Chapter 11 of the United States Bankruptcy Code. Please understand, this was not an easy decision, or one made lightly, but this action allows for protection of our important historic institutions and our dedicated employees. As you all know, over the last two decades, we have suffered financial losses year after year. Today, this action allows us to obtain critical funding offered only under Chapter 11 protection, allowing a smooth and stable transition. **The press release is attached.**

While this was an incredibly difficult decision for our Boards, they all agreed, this is the best possible outcome for our patients, employees and the communities we serve, and will allow us to establish a long-term, sustainable path forward.

Here's why:

1. ***This does NOT mean close-of-business.***
   In fact, this action provides the essential protection and additional financing, which has already been secured, to ensure critical operations like providing patient care and funding employee wages can continue through this entire process.

2. ***Chapter 11 protection is a proven strategy.***
   Other hospitals and health systems in California and across the U.S. that have completed this process are now in improved financial and operational health. We carefully examined many examples before making this decision.

   Our employees are vital to the success of our system. The protection and funding provided under Chapter 11 ensures that our employees will continue to be paid and receive health benefits. We will make retirement plan contributions and

payments to retirees should be uninterrupted. Equally important is we will continue to be able to pay our vendors, so we can continue to deliver exceptional care.

3. ***This reorganization is designed to improve the financial and operational obstacles facing the System, and we have a carefully planned strategy to proceed.***
   The purpose of this filing is to facilitate a court-supervised sale of some or all of the hospitals. We are seeking protection and pursuing a sale process in order to preserve the original mission of these hospitals - providing high-quality care to patients in underserved communities. In addition, after the sales, Verity will propose a plan of reorganization, which will address claims and debt that have accumulated over the past two decades.

To close, I wanted to reiterate that Verity's Boards and management team have explored and continue to explore every option on the table. If the System continued down its previous path, we would not have been able to keep our doors open and our patients, employees and communities would be left without a plan.

I ask that you continue to focus on serving our patients and their families who are in a time of need and thank you for your patience as we enter this new phase.

Thanks for all you do every day,

Rich

Verity Health

October 26, 2018

Colleagues,

As the sale process moves forward, I want to update you with this week's events.

On Monday, a meeting with Verity Health creditors took place at St. Vincent Medical Center. The meeting was an official hearing led by the US Trustee, which is a component of the Department of Justice responsible for overseeing the administration of bankruptcy cases. The hearing was open to all creditors, secured and unsecured. Creditors had an opportunity to answer questions, and I responded to them directly, along with Verity's legal counsel. The US Trustee also had an opportunity to ask questions regarding Verity Health's assets and liabilities.

I recognize this process is challenging for all involved, including our employees and creditors. The entire leadership team has a tremendous amount of empathy for all of those impacted, which is why we are working diligently to move quickly through this sale process.

On Wednesday, we had several motions approved by the Bankruptcy Court, including a motion regarding the process for the sale of O'Connor Hospital, St. Louise Regional Hospital and the DePaul Campus with Santa Clara County as the stalking-horse bidder. After the hearing, we had a productive meeting with the Unsecured Creditors Committee.

To be clear, the hospitals are not yet sold. In December, there will be an auction where other interested parties can bid for the assets. The successful bidder will have to be approved by the Verity Board of Directors and the Bankruptcy Court.

In addition, the Court has given the final approval for up to $185 million in financing, which enables the System to provide uninterrupted patient care and allows the hospitals to remain open for business during the Chapter 11 process.

I want to reiterate that we are actively seeking potential buyers for our other hospitals and assets. The discussions with potential bidders are ongoing. I will provide an update as soon as we have news to share.

To all our physicians, nurses, employees, and volunteers, I thank you for your continued commitment and dedication to those who need us most - the patients and families who come to us for compassionate, quality healthcare.

I will continue to share updates in the days and weeks ahead. You may also find the details on filings at the following website **http://www.kccllc.net/verityhealth**.

Thank you,

Rich

Verity Health

Verity Health System Enters into Asset Purchase Agreement with The KPC Group

- *Verity Health System has entered into an agreement to sell St. Francis and St. Vincent Medical Centers in Southern California and Seton Medical Center and Seton Coastside in Northern California to The KPC Group for $610 million, subject to better and higher bids*
- *The KPC Group is committed to continuing operations at all four hospitals in the future and serving local communities*
- *Operations and services will continue uninterrupted at all facilities during a smooth and efficient transition process*
- *All six hospitals in the Verity Health System have a potential buyer or approved buyer, marking an important milestone in the Chapter 11 process for patients, employees and communities*

LOS ANGELES, January 18, 2019 – Verity Health System of California, Inc. ("Verity Health"), a nonprofit healthcare system, filed a motion in the U.S. Bankruptcy Court in Los Angeles seeking Bankruptcy Court approval to enter into a "stalking horse" purchase agreement with The KPC Group for the sale of St. Francis Medical Center in Lynwood, St. Vincent Medical Center in Los Angeles, Seton Medical Center in Daly City and Seton Coastside in Moss Beach. Under the agreement, which is subject to better or higher offers, The KPC Group intends to purchase the assets for $610 million ($610,000,000).

"We are excited about the future of these hospitals, and we look forward to the opportunity of continuing their excellent track record of care in the communities they serve," said Peter Baronoff, CEO and Managing Director at The KPC Group.

The motion seeks approval to implement bidding procedures for an auction where other potential buyers may submit qualified competing bids against The KPC Group's Stalking Horse Bid. The winning bid, as selected by the Verity Health Board of Directors, in consultation with its professional legal and financial advisors, is subject to the approval of the Bankruptcy Court, and, depending on the buyer, the California Attorney General.

"When we began this process, our goal was to ensure these important historic institutions continued to provide the high-level of care local communities need and deserve. We have reached an exciting milestone as we get closer to this goal becoming a reality," said Rich Adcock, CEO of Verity Health. "Verity has remained committed to finding the right buyer to provide uninterrupted service and operations for all employees, physicians and patients, and we will continue that commitment as this process advances."

The KPC Group is also focused on enhancing the health and welfare of communities and looks forward to serving patients in Los Angeles and San Mateo Counties.

Additional Details

The KPC Group has also agreed to make offers of employment to substantially all employees at these facilities, including full-time, part-time, those on short-term or long-term disability or on leave of absence. Verity Health System and The KPC Group will conduct discussions with the unions related to any specific collective bargaining agreement.

Verity Health anticipates that payments to retirees will continue.

Other information

The asset purchase agreement and all relevant court documents can be accessed using this link. For questions from patients, suppliers and other parties, please call Verity Health's helpline at (888) 249-2741.

Verity Health is advised in this matter by Dentons US LLP, Berkeley Research Group and Cain Brothers.

Verity Health System

Verity Health is a nonprofit healthcare system. Its hospitals include 1,650 inpatient beds, six active emergency rooms, a trauma center and a host of medical specialties including tertiary and quaternary care. Verity's two Southern California hospitals are St. Francis Medical Center in Lynwood and St. Vincent Medical Center in Los Angeles. In Northern California, O'Connor Hospital in San Jose, St. Louise Regional Hospital in Gilroy, Seton Medical Center in Daly City and Seton Coastside in Moss Beach are part of Verity Health.

Verity Health also includes Verity Medical Foundation. With more than 100 primary care and specialty physicians, VMF offers medical, surgical and related healthcare services for people of all ages at community-based, multi-specialty clinics conveniently located in areas served by the Verity hospitals.

Media Contact:
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Verity Health

Colleagues,

We are pleased to announce that The KPC Group has signed an asset purchase agreement to become the stalking horse bidder for St. Vincent Medical Center, St. Francis Medical Center, Seton Medical Center and Seton Coastside, as well as the medical office buildings located at these hospitals. Though you may have seen earlier references to this announcement, the final press release is attached.

While this is an important step in the process, these hospitals and assets are not yet sold. Rather, the filing of a motion in Federal Bankruptcy Court – which includes the asset purchase agreement – allows us to get court authority for a procedure to finalize the sale of these facilities. We anticipate the hearing on that motion will be held in mid-February.

As we said when we filed for Chapter 11 protection in August, this would be an orderly and efficient process – with a strong preference for buyers that will maintain our mission, fulfilling our promise to ensure continued care for our patients and service to our communities.

We are still early in the overall sale process for these hospitals and assets. The initial bid in a Chapter 11 asset sale proceeding like this one is referred to as a "Stalking Horse Bid," which sets the initial baseline price against which other potential buyers can submit bids. Other potential buyers will have the opportunity to submit bids at an auction, which we anticipate would take place in April. The successful bidder will have to be approved by both the Verity Board of Directors and the Federal Bankruptcy Court, and may also be subject to approval by the California Attorney General.

To be clear, the previously announced sale of O'Connor Hospital and St. Louise Regional Hospital to Santa Clara County is a separate process from what is being announced today. We are moving forward with the sale of those two facilities in parallel to what we are announcing today.

I want to extend my heartfelt thanks to all our physicians, nurses, employees, and volunteers for your continued commitment and dedication to those who need us most: the patients and families who come to us for compassionate, quality healthcare.

I will continue to share updates in the weeks ahead, and the CEOs and Executive Leadership teams for each facility will be rounding to answer any questions you may have.

You may also find the details of this announcement and other filings at the following website: http://www.kccllc.net/verityhealth.

Thank you for your ongoing dedication.

Rich

Verity Health

February 6, 2019

Colleagues,

Today, the Bankruptcy Judge approved the stalking horse bid by KPC for St. Vincent Medical Center, St. Francis Medical Center, Seton Medical Center and Seton Coastside, as well as, the medical office buildings located at these hospitals.

As we have communicated previously, the stalking horse bid sets the initial baseline price against which other potential buyers can submit bids. Other potential buyers will have the opportunity to submit bids at an auction, which we anticipate would take place in April. The successful bidder will have to be approved by both the Verity Board of Directors and the Federal Bankruptcy Court, and may also be subject to approval by the California Attorney General.

We also want to share the California Attorney General has asked the U.S. District Court for an "emergency" stay of the Bankruptcy Court's approval of the sale of St. Louis Regional Hospital, O'Connor Hospital and DePaul Health Center to Santa Clara County. The Federal District Court Judge refused to treat the AG's motion as an emergency and has set a hearing date for February 22.

We continue to be confident that on Thursday, February 28, the County will assume operations of these historic hospitals as part of its broader plan for delivery of health care services to the Santa Clara County community. It is important for everyone to know that the necessary work to transition the hospitals to the County will not stop or slow down in the coming weeks. The transition teams meet weekly and progress has been ongoing between the hospitals, Verity and the County.

We know there is a tremendous amount of work to be done in the next few weeks. We are close to the goal we set five months ago of establishing a long-term, sustainable path forward for St. Louise Regional Hospital, O'Connor Hospital and DePaul Health Center. We remain committed to ensuring that all of Verity's hospitals and facilities are able to continue their mission of providing high-quality care well into the future.

Thank you,

Rich

Verity Health

April 4, 2019

Colleagues,

As you may know, yesterday was the deadline for the submission of full bids for the remaining four Verity Health System hospitals which, include St. Francis Medical Center, St. Vincent Medical Center, Seton Medical Center, and Seton Coastside. After reviewing the materials submitted, the determination was made there are no bids exceeding the stalking horse bid from The KPC Group. This means there will not be an auction next week.

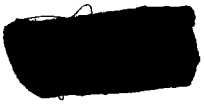
The previously approved stalking horse bid from The KPC Group will be considered by the Verity Health System Board on April 15th, and then to the Bankruptcy Court on April 17th for review and approval. Following both of these approvals, we will begin the process to submit to the California Attorney General for review.

This is yet another important milestone on the journey we started last year to establish a long-term, sustainable path forward for the Verity Health System hospitals. As we near the final steps of a full transfer of ownership of all the Verity assets, there are months of work ahead. In the coming weeks, we will begin the key transition teamwork with The KPC Group to move this sale forward to a close.

As a reminder, patient care remains our top priority and will be unaffected at each hospital throughout the process. I will continue to share updates in the weeks ahead, and the CEOs and Executive Leadership teams for each facility will be rounding to answer any questions you may have.

Thank you for your continued support.

Sincerely,



Rich

Verity Health

Verity Health System Receives Court Approval of Stalking Horse Agreement for Sale to The KPC Group

- *Agreement includes St. Francis and St. Vincent Medical Centers in Southern California and Seton Medical Center and Seton Coastside in Northern California to The KPC Group for $610 million*
- *The KPC Group is committed to continuing operations at all four hospitals in the future and serving local communities*
- *Operations and services will continue uninterrupted at all facilities during a smooth and efficient transition process*
- *These remaining four hospitals in the Verity Health System now have an approved buyer, marking an important milestone in the Chapter 11 process for patients, employees and communities*

LOS ANGELES – April 17, 2019 – Verity Health System of California, Inc. ("Verity Health"), a nonprofit healthcare system, today announced that it has received approval of its previously announced "Stalking Horse" agreement with The KPC Group from the U.S. Bankruptcy Court.

Under the agreement, The KPC Group will acquire substantially all assets related to St. Francis Medical Center in Lynwood, St. Vincent Medical Center in Los Angeles, Seton Medical Center in Daly City and Seton Coastside in Moss Beach for $610 million ($610,000,000). Also, as part of the agreement, The KPC Group has agreed to make offers of employment to substantially all employees at these facilities.

The sale was conducted through a Court-supervised process under Section 363 of the Bankruptcy Code and is subject to review by the California Attorney General.

"Today's court approval of the sale means we are one step closer to finalizing a smooth and orderly transition for Verity's remaining hospitals and assets to a buyer who will maintain Verity's core mission," said Rich Adcock, CEO of Verity Health. "We're pleased that these important institutions will continue providing local communities with the high-quality care they need and deserve."

"The KPC Group is focused on enhancing the health and welfare of communities," said Dr. Kali Chaudhuri, Chairman of The KPC Group. "We're looking forward to continuing Verity's track record of providing high-quality healthcare in Los Angeles and San Mateo Counties."

Verity Health System
Verity Health is a nonprofit healthcare system. Verity's remaining hospitals include two Southern California hospitals, St. Francis Medical Center in Lynwood and St. Vincent Medical Center in Los Angeles and in Northern California, Seton Medical Center in Daly City and Seton Coastside in Moss Beach.

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Media Contact

Edelman

Allison McLarty

Allison.McLarty@edelman.com

323-761-6642

646-270-6797

Verity Health

April 17, 2019

Colleagues,

Today, the Bankruptcy Court has approved the Final Sale Order for The KPC Group to purchase the remaining four Verity Health System hospitals, which include St. Francis Medical Center, St. Vincent Medical Center, Seton Medical Center and Seton Coastside, as well as the Medical Office Buildings located at these hospitals. With the approval of the Verity Health System Board and the Bankruptcy Court, we will now begin the process to submit to the California Attorney General for review of the sale.

We understand everyone has a lot of questions regarding the process. As previously shared, there will be a transition phase. A comprehensive team, including Verity Health, St. Vincent, St. Francis, Seton and KPC leadership, is being formed and will begin meeting. We will be working closely to ensure this transition is smooth for the employees, physicians and, most importantly, for the patients. In addition, we are setting up on-site meetings to help employees through the transition process.

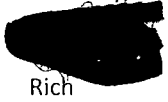
We know there is a tremendous amount of work to be done. As a reminder, patient care remains our top priority and will be unaffected at each hospital throughout the process. I also want to recognize and thank the staff and physicians for continuing to deliver quality, compassionate health care to patients and their families.

We are close to the goal we set several months ago of establishing a long-term, sustainable path forward for St. Francis Medical Center, St. Vincent Medical Center, Seton Medical Center and Seton Coastside. We remain committed to ensuring that all of Verity's hospitals and facilities are able to continue their mission of providing high-quality care well into the future.

I will continue to share updates, and the CEOs and Executive Leadership teams for each facility will be rounding to answer any questions you may have.

Thank you for your continued support.

Sincerely,



Rich

Edelman PR Log

Verity Health System – KPC Coverage

- **Modern Healthcare:** KPC Group closes in on purchase of four Verity Health hospitals – 4/17/19
- **Press Release: BusinessWire:** Verity Health System Receives Court Approval of Stalking Horse Agreement for Sale to The KPC Group – 4/17/19
- **The Wall Street Journal Pro:** Judge Sets Bid Deadline for Four Bankrupt Verity Health Hospitals – 2/21/19
- **Law 360:** $610M Stalking Horse Bid For 4 Verity Hospitals Approved – 2/20/19
- **Becker's Hospital Review:** Bankrupt hospital chain receives $610M bid – 1/23/19
- **The Real Deal:** Two LA hospitals part of KPC Group's $610M bid for Verity Health properties – 1/22/19
- **California Healthline:** Corona-Based Group Bids $610 To Purchase Four Verity Health System Hospitals – 1/22/19
- **The Bond Buyer:** Buyer emerges for hospitals of bankrupt California chain – 1/22/19
- **San Francisco Business Times**: Bay Area health-care organization reaches $610 million deal to sell four hospitals – 1/18/19
- **Modern Healthcare:** KPC Group offers $610M for four Verity Health hospitals – 1/18/19
- **East Bay Times:** Verity Health gets $610 million offer for Seton Medical Center and three other hospitals – 1/18/19
- **Los Angeles Business Journal:** Verity Health Gets $610M Offer to Buy St. Vincent, St. Francis and two NorCal Hospitals – 1/18/19
- **The Mercury News:** Verity Health gets $610 million offer for four hospitals – 1/18/19
- **San Mateo Daily Journal:** Bankruptcy bidder emerges for Seton – 1/18/19
- **Press Release: BusinessWire:** Verity Health System Enters into Asset Purchase Agreement with The KPC Group – 1/18/19
- **KCBS Radio**: Potential Buyers Identified For Bankrupt Seton Medical Center – 11/9/18

Title 11, California Code of Regulations, § 999.5(d)(11)

ADDITIONAL ATTACHMENTS

#32

Title 11, California Code of Regulations, § 999.5(d)(11)(A)

Board minutes or other documents relating or referring to consideration by the Board of Directors of the applicant and any related entity, or any committee thereof of the transaction or of any other possible transaction involving any of the health facilities that are the subject of the transaction

None.

#33

Title 11, California Code of Regulations, § 999.5(d)(11)(B)

Copies of all documents relating or referring to the reasons why any potential transferee was excluded from further consideration as a potential transferee for any of the health facilities that are the subject of the agreement or transaction

Refer to Sections 999.5(d)(1)(C) and 999.5(d)(2)(B).

#34

Title 11, California Code of Regulations, § 999.5(d)(11)(C)

Copies of all Requests for Proposal sent to any potential transferee, and all responses received

Refer to Section 999.5(d)(2)(D).

#35

Title 11, California Code of Regulations, § 999.5(d)(11)(D)

All documents reflecting the deliberative process used by the applicant and any related entity in selecting the transferee as the entity to participate in the proposed agreement or transaction

Refer to Sections 999.5(d)(1)(C) and 999.5(d)(2)(B).

#36

Title 11, California Code of Regulations, § 999.5(d)(11)(E)

Copies of each Proposal received by the applicant from any potential transferee suggesting the terms of a potential transfer of Applicants' health facilities, and any analysis of each such Proposal

Refer to Section 999.5(d)(2)(D).

#37

Title 11, California Code of Regulations, § 999.5(d)(11)(F)

The Applicants' prior two annual audited financial statements, the Applicants' most current unaudited financial statement, business projection data, and current capital asset valuation data

1. Attached to this Section 999.5(d)(11)(F) as **Exhibit 1** is the VHS Unaudited Financial Report and Utilization Statistics for the Twelve Months Ended June 30, 2018, which is presented on a consolidated basis with St. Francis Medical Center, St. Vincent Medical Center, and Seton Medical Center.

2. Attached to this Section 999.5(d)(11)(F) as **Exhibit 2** is the BDO USA, LLP VHS Consolidated Financial Statements for the Years Ended June 30, 2017 and 2016, which is presented on a consolidated basis with St. Francis Medical Center, St. Vincent Medical Center, and Seton Medical Center.

3. Attached to this Section 999.5(d)(11)(F) as **Exhibit 3** is the Ernst & Young LLP VHS Consolidated Financial Statements and Supplemental Schedules for the Years Ended June 30, 2016 and 2015, which is presented on a consolidated basis with St. Francis Medical Center, St. Vincent Medical Center, and Seton Medical Center.

Title 11, California Code of Regulations, § 999.5(d)(11)(F)

Exhibit 1

Verity Health System of California, Inc.
Unaudited Financial Report and Utilization Statistics
For the Twelve Months Ended June 30, 2018

Verity Health System of California, Inc.

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VERITY HEALTH SYSTEM OF CALIFORNIA, INC.
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE TWELVE MONTHS ENDED
June 30, 2018

Verity Health System of California, Inc., a California nonprofit public benefit corporation (the "Parent") is the sole corporate member of five California nonprofit public benefit corporations that operate five acute care hospitals and other facilities (collectively, the "Hospitals," see list below) in the state of California. The Parent and the following affiliated entities (collectively, "Verity") operate as a nonprofit health care system in the state of California, with approximately 1,680 licensed acute care and skilled nursing beds.

Verity consists of Parent* and the following:

- O'Connor Hospital*
- Saint Louise Regional Hospital*
- St. Francis Medical Center*
- St. Vincent Medical Center*
- Seton Medical Center (including its unincorporated division Seton Medical Center Coastside)*
- Verity Business Services
- Marillac Insurance Company, Ltd.
- O'Connor Hospital Foundation
- Saint Louise Regional Hospital Foundation
- St. Francis Medical Center Foundation
- St. Vincent Medical Center Foundation
- Seton Medical Center Foundation
- St. Vincent de Paul Ethics Corporation
- St. Vincent Dialysis Center
- De Paul Ventures, LLC
- Verity Medical Foundation
- Verity Holdings, LLC
- Verity BASM Holdco, LLC**

* Member of the Obligated Group, as defined in the Master Indenture of Trust, dated as of December 1, 2001 (as previously amended and supplemented, the "Master Indenture"), among the Parent, the other Initial Members (as defined therein) and U.S. Bank National Association.
** Verity redeemed its investment in Verity BASM Holdco, LLC subsequent to June 30, 2018 (See "Other Events").

The financial information summarized herein represents consolidated financial information for Verity, not financial information solely for the Obligated Group. This summarized financial information includes the operations of all Obligated Group Members, as well as the results of operations of other entities that are not Members of the Obligated Group. For the twelve months ended June 30, 2018, the entities that are not Members of the Obligated Group had revenues and

investment income totaling $117.9 million (after the elimination of $59.1 million of inter-company revenues) representing 7.4% of Verity's consolidated revenues and investment income. Additional financial information pertaining to the entities that are not Members of the Obligated Group can be found in the accompanying unaudited financial statements.

The financial information for the twelve months ended June 30, 2018 is unaudited but includes adjustments which Verity management considers necessary to fairly present such information in conformity with United States generally accepted accounting principles. Operating results for the twelve months ended June 30, 2018 are not necessarily indicative of the results that may be expected in future periods.

CONSUMMATION OF THE RESTRUCTURING AGREEMENT

On July 17, 2015, Daughters of Charity Ministry Services Corporation, the Parent, certain funds managed by Blue Mountain Capital Management, LLC, and Integrity Healthcare, LLC entered into a System Restructuring and Support Agreement (the "Restructuring Agreement") to change the governance of and recapitalize the Parent and certain of its subsidiaries. The name of the Parent has been amended to be Verity Health System of California, Inc.

CALIFORNIA HOSPITAL FEE PROGRAM

California legislation established a program in 2009 that imposes a Quality Assurance Fee (the "QA Fee") on certain general acute-care hospitals to make supplemental, grant, and increased capitation payments (the "Supplemental Payments") to hospitals up to the aggregate upper payment limit for various periods. There have been five such programs (collectively, the "Programs") since inception.

The Programs are designed to make supplemental inpatient and outpatient Medi-Cal payments to private hospitals, including additional payments for certain facilities that provide high-acuity care and trauma services to the Medi-Cal population. This hospital QA Fee program provides a mechanism for increasing payments to hospitals that serve Medi-Cal patients, with no impact on the state's General Fund. Payments are made directly by the state or Medi-Cal managed care plans, which will receive increased capitation rates from the state in amounts equal to the Supplemental Payments. Outside of the legislation, the California Hospital Association has created a private program, operated by the California Health Foundation and Trust (CHFT), which was established to alleviate disparities potentially resulting from the implementation of the Programs.

The Programs require full federal approval (i.e., by the Centers for Medicare and Medicaid Services ("CMS")) in order for them to be fully enacted. If final federal approval is not ultimately obtained, provisions in the underlying legislation allowed for the QA Fee, previously assessed, and Supplemental Payments, previously received, to be returned and recouped, respectively.

In October 2013, the fourth program (the "36-Month Program") covering the period from January 2014 to December 2016 was signed into law by the Governor of California. The fee-for-service payments of the 36-Month Program were approved in December 2014 by CMS. The first six months of non-expansion managed care payments were approved by CMS in June 2015. The first six months of expansion managed care payments were approved by CMS in March 2016. On

December 30, 2016, CMS approved the managed care payments spanning July 1, 2014 to December 31, 2014 for the expansion population and July 1, 2014 to June 30, 2015 for the non-expansion population. During April and May 2017, the managed care payments were received covering the expansion population for the period of January 1, 2015 to June 30, 2015. During October 2017, the managed care payments were received covering the period of July 1, 2015 to June 30, 2016. The only remaining period of the 36-Month Program are the managed care payments covering the period of July 2016 to December 2016 which has not been approved by CMS at this time.

In December 2017, the fifth program (the "30-Month Program") covering the period of January 2017 to June 2019 was enacted after the voters approved Proposition 52 in the November 2016 election amending the California Constitution to make the QA Fee program permanent. CMS approved the fee for service ("FFS") portion of the program in December 2017. The managed care portion of the program has not been approved by CMS at this time.

For the twelve months ended June 30, 2017, Verity recognized payments to the California Department of Health Care Services (the "DHCS") for the QA Fee in the amount of $70.0 million and pledge payments to the CHFT of $2.4 million within purchased services, medical claims and other expenses. Verity recognized Supplemental Payment revenue for the twelve months ended June 30, 2017 in the amount of $169.7 million within net patient service revenues. During the twelve months ended June 30, 2017, Verity made fee payments to DHCS of $87.1 million and received cash receipts of $185.4 million.

For the twelve months ended June 30, 2018, Verity recognized payments to DHCS for the QA Fee in the amount of $127.1 million and pledge payments to CHFT of $3.5 million within purchased services, medical claims and other expenses. Verity recognized Supplemental Payment revenue for the twelve months ended June 30, 2018 in the amount of $298.9 million within net patient service revenues. During the twelve months ended June 30, 2018, Verity made fee payments to the DHCS of $88.9 million and received cash receipts of $272.2 million.

VOLUMES

Patient discharges for the twelve months ended June 30, 2018 increased by 2.9% as compared to the same period of the prior year. Adjusted discharges for the twelve months ended June 30, 2018 increased by 3.4% compared to the same period of the prior year.

Total deliveries decreased by 11.2% during the twelve months ended June 30, 2018 as compared to the same period of the prior year.

Inpatient surgeries for the twelve months ended June 30, 2018 increased 5.4% as compared to the same period of the prior year. Outpatient surgeries for the twelve months ended June 30, 2018 increased 0.2% as compared to the same period of the prior year.

Emergency department visits for the twelve months ended June 30, 2018 decreased 2.0% compared to the same period of the prior year.

REVENUES

Net Patient Service Revenue Less Provision for Bad Debts

Net patient service revenue of $1,373.3 million for the twelve months ended June 30, 2018 represents a net increase of $106.1 million or 8.4% as compared to the same period of the prior year. The net overall change in net patient service revenue was impacted by an increase of $129.2 million in Hospital Fee Program revenue. Net patient service revenue per adjusted discharge (excluding premium revenue, other revenue, contributions and investment earnings) of $18,121 for the twelve months ended June 30, 2018 increased 4.8% as compared to the same period of the prior year. This increase in net patient service revenue per adjusted discharge is primarily due to the increase in the amount of Hospital Fee Program revenue recognized into income during the twelve months ended June 30, 2018.

Premium Revenues, Other Revenues, and Contributions

Premium and other revenues of $197.9 million for the twelve months ended June 30, 2018 represents an increase of $51.3 million or 35.0% when compared to the same period of the prior year. This increase is mainly attributable to a gain on sale of an asset within the non-Obligated Group of $15.5 million, gains of $5.0 million associated with a settlement, and a $31.6 million increase in premium revenues associated with additional capitation arrangements. Contributions of $31.2 million during the twelve months ended June 30, 2018 decreased 52.5% as compared to the same period of the prior year. The decrease in contributions is related to the release of the restricted contribution as part of the consummation of the Restructuring Agreement which was recognized in the same period of the prior year.

Investment Earnings

For the twelve months ended June 30, 2018, investment losses totaled $7.5 million compared to losses of $2.6 million during the same period of the prior year. The investment losses in both the current year and the prior year primarily resulted from other-than-temporary impairments of certain surgery center equity-method investments and contingent losses associated with a guarantee within the Non-Obligated Group. Verity redeemed its investments in these surgery centers subsequent to June 30, 2018 (see "Other Events").

Verity recorded investment income of $2.4 million and $2.3 million for the twelve months ended June 30, 2018 and 2017, respectively, within the Obligated Group. Verity includes both realized and unrealized gains/losses as part of investment income. Verity invests in cash, equity securities, domestic and foreign, U.S. federal and corporate obligations.

EXPENSES

Total Operating Expenses

Total operating expenses of $1,713.8 million for the twelve months ended June 30, 2018 represents an increase of $199.0 million or 13.1% as compared to the same period of the prior year. The overall net change in operating expenses is due to an increase in salaries and benefits expense of $73.8 million, an increase in supplies expense of $26.1 million, an increase of $95.6 million in purchased services, medical claims and other expense and an increase of $8.8 million in interest expense, net, partially offset by a decrease in depreciation expense of $2.3 million and a decrease in goodwill and intangible asset impairment of $3.0 million. Total expense per adjusted discharge of $22,614 for the twelve months ended June 30, 2018 represents an increase of 9.4% compared to the same period of the prior year.

Salaries, Wages, and Benefits

Salaries, wages and benefits ("SWB") expense of $804.1 million for the twelve months ended June 30, 2018 increased $73.8 million or 10.1% as compared to the same period of the prior year. SWB as a percent of net patient revenue (excluding premium revenue) for the twelve months ended June 30, 2018 was 58.6%, represents an increase of 1.6% compared to the same period of the prior year. The overall increase was due to staffing for higher volumes, wage increases, and insourcing of multiple functions across the system.

Supplies

Supplies expense of $198.5 million for the twelve months ended June 30, 2018 increased $26.1 million or 15.2% as compared to the prior year due to the increase in overall volumes. Supplies expense as a percent of net patient revenue for the twelve months ended June 30, 2018 was 14.5% compared to 13.6% for the twelve months ended June 30, 2017.

Purchased Services, Medical Claims and Other

Purchased services, medical claims and other expense for the twelve months ended June 30, 2018 of $634.5 million increased by $95.6 million or 17.8% as compared to the same period of the prior year. The increase in purchased services, medical claims and other expense is primarily due to an increase of $34.5 million in medical claims corresponding with the increase in capitation arrangements, $57.1 million in the Hospital Fee Program expense, $17.6 million in medical fees corresponding to an increase in volumes and expansion at Verity Medical Foundation, partially offset by a decrease of $16.8 million in consulting and legal fees primarily resulting from insourcing efforts.

Goodwill and Intangible Asset Impairment

Goodwill and intangible asset impairment of $7.2 million and $10.2 million for the twelve months ended June 30, 2018 and 2017, respectively, is related to Verity's controlling ownership interests in its Northern California ambulatory surgery management company, Verity BASM Holdco, LLC, ("BASM"). Verity redeemed its investment in BASM subsequent to June 30, 2018 (see "Other Events").

Depreciation Expense

Depreciation expense of $32.6 million for the twelve months ended June 30, 2018 is a decrease of $2.3 million or 6.6% as compared to the same period of the prior year.

Interest Expense - Net

Interest expense of $36.9 million for the twelve months ended June 30, 2018 is an increase of $8.8 million as compared to the same period of the prior year as a result of the issuance of additional debt and tax assessment borrowing.

Management Agreement Fee Activity

The management agreement fee expense for the twelve months ended June 30, 2018 is $60.3 million of which $40.2 million was deferred and $20.1 million was payable in cash.

RESULTS FROM OPERATIONS

Operating Income / Loss

For the twelve months ended June 30, 2018, Verity recorded an operating loss of $111.4 million, equating to a negative operating margin of 7.0%. This compares to an operating loss of $35.3 million and a negative operating margin of 2.4% for the same period of the prior year. The operating performance for the twelve months ended June 30, 2018 included $171.8 million of net income related to the Hospital Fee Program excluding the CHFT pledge.

Excess of Revenues Over Expenses (Net Income)

For the twelve months ended June 30, 2018, Verity recorded a net loss of $118.9 million, equating to a negative net income margin of 7.5%. The net loss for the twelve months ended June 30, 2017 was $37.9 million, which equated to a negative net income margin of 2.6%.

Performance Relative to Budget

For the twelve months ended June 30, 2018, Verity's actual operating performance compared to budget was unfavorable by approximately $116.1 million. Total unrestricted revenues and other support was unfavorable to budget by $115.0 million. Expenses were unfavorable to budget by $1.1 million.

FINANCIAL POSITION

Liquidity

The following table summarizes Verity's cash position:

Days Cash on Hand (DCOH) ($'s in 000s)	**AS OF JUNE 30, 2018**
Operating Expenses [1]	$ 1,631,478
Cash & Equivalents, Balance Sheet [2]	68,534
DCOH	15.3

1) As calculated for the trailing twelve months per Amendment No. 2 to the System Restructuring and Support Agreement.
2) Per available month-end financial statements at the time of calculation, including any unrestricted capital contribution funds.

Patient Accounts Receivable

Net patient accounts receivable of $239.7 million as of June 30, 2018 is a decrease of $6.0 million or 2.5% when compared to March 31, 2018. Days in net patient accounts receivable decreased to 63.7 days as of June 30, 2018 versus 64.7 days as of March 31, 2018.

Capital Expenditures

Capital expenditures during the quarter ended June 30, 2018 for Members of the Obligated Group total $20.5 million. However, two single capital expenditures exceeded $1 million; the System Office expended approximately $6.8 million associated with the ongoing implementation of a new

electronic health record system and Seton Medical Center expended approximately $2.2 million for the Seismic Master Facility Plan.

Long-Term Debt

Series 2015 Notes. On December 14, 2015, the California Public Finance Authority issued an aggregate of $160 million of 2015 Revenue Notes (Verity Health System) Series 2015A, B, C, and D (collectively, the "2015 Notes") for the benefit of the Parent. A portion of the proceeds of the 2015 Notes was used, together with other funds, to pay the principal of and accrued and unpaid interest on prior bonds that matured on December 15, 2015. The 2015A, B, and D Notes are tax exempt, and the Series 2015C Notes are taxable.

The 2015 Notes are secured by an Obligation (as defined in the Master Indenture) on parity with other Obligations issued pursuant to the Master Indenture. In addition to their parity lien under the Master Indenture, the 2015 Notes have additional lien rights on the Obligated Group's accounts receivable and in certain properties owned by St. Francis Medical Center and Saint Louise Regional Hospital.

In September 2017, the California Public Finance Authority issued $21 million of tax-exempt notes (the "2017A Notes") for the benefit of the Parent. All of the 2017A Notes were purchased by NantWorks, LLC ("Nant"), the owner of a majority stake in VHS's management company, Integrity Healthcare LLC. The 2017A Notes are secured by an Obligation (as defined in the Master Indenture) on parity with other Obligations issued pursuant to the Master Indenture. In addition to their parity lien under the Master Indenture, the 2017A Notes have additional lien rights on the Obligated Group's accounts receivable and in certain properties owned by St Francis Medical Center and Saint Louise Regional Hospital, all on parity with the 2015 Notes. Further, the 2017A Notes have a lien on property owned by a non-Obligated Group Member. The 2017A Notes bear interest at 7.25% and the principal is due at the maturity date in December 2020.

In October 2017, Verity MOB Financing, LLC, an affiliate of Nant, made a loan in the amount of $46.2 million to Verity Holdings, LLC ("Holdings"), which is an affiliated entity of VHS; however, it is not a Member of the Obligated Group. The loan is secured by four medical office buildings and matures in October 2020 subject to two successive twelve month extensions. The loan bears interest at a variable rate tied to One Month Libor.

In December 2017, the California Public Finance Authority issued $21 million of tax-exempt notes (the "2017B Notes" together with the 2017A Notes; collectively the "2017 Notes") for the benefit of the Parent. All of the 2017B Notes were purchased by Nant. The 2017B Notes are secured by an Obligation (as defined in the Master Indenture) on parity with other Obligations issued pursuant to the Master Indenture. In addition to their parity lien under the Master Indenture, the 2017B Notes have additional lien rights on the Obligated Group's accounts receivable and in certain properties owned by St Francis Medical Center and Saint Louise Regional Hospital, all on parity with the 2015 Notes. Further, the 2017B Notes have a lien on property owned by a non-Obligated Group Member. The 2017B Notes bear interest at 7.25% and the principal is due at the maturity date in December 2020.

In March 2018, Nant Capital, LLC an affiliate of Nant, made two loans in the aggregate amount of $40 million to Holdings. The loans are unsecured, mature in March 2020, and bear a fixed interest rate of 7.25%.

In June 2018, Verity MOB Financing II, LLC, an affiliate of Nant, made a loan in the amount of $20 million to Holdings, which was drawn down in two tranches. The initial loan disbursement of $15 million was drawn in June 2018 and the second loan disbursement of $5 million was drawn in July 2018. The loan is secured by nine parcels including two medical office buildings, a storage facility and various other parcels. The loan matures in June 2021 and bears interest at a variable rate tied to One Month Libor.

Total long-term debt, including the current portion as of June 30, 2018 was $500.6 million for the Obligated Group. Total long-term debt, including the current portion as of March 31, 2018 was $502.0 million for the Obligated Group.

Annual Debt Service Coverage Ratio

Verity reports the annual debt service coverage ratio for fiscal year to date June 30, 2018 using Annual Debt Service Coverage Ratio methodology and annualized Income Available for Debt Service excluding the 15% Basket Indebtedness.

VHS Obligated Group Only Annual Debt Service Coverage Ratio (DSCR)	($'s in 000's) FYTD 6/30/18
(Deficit) Excess of Revenues over Expenses	$ (72,770)
Plus: Depreciation and Amortization	29,619
Plus: Interest	32,919
Plus: Unrealized (Gains) Losses	(2,033)
Plus: Management Agreement Fees Deferral	40,188
Income Available for Debt Service	$ 27,923
Debt Service Requirement *	
Interest Payment	$ 15,097
Principal Payment	6,740
	$ 21,837
Annual Debt Service Coverage Ratio	1.28

* Represents Debt Service Requirement calculated pursuant to Schedule C of the Amended and Restated Supplemental Master Indenture Number 20

OTHER EVENTS

In July 2018, Verity announced it is exploring strategic options to alleviate financial and operational pressures on its five acute care hospitals and other facilities. At this time, a range of options is being considered, including the potential sale of some or all of its hospitals and medical buildings, among other possible transactions.

Also, in a series of transactions completed in August 2018, Verity Holdings, LLC, which is not a Member of the Obligated Group, redeemed its controlling interest in its Northern California ambulatory surgery management company, BASM, and its non-controlling ownership interest in five surgery centers managed by BASM.

Management Changes of Members of the Obligated Group for the period

Appointments:
Eileen Fisler, CFO, St. Vincent Medical Center
James Jackson, COO, Seton Medical Center
Kyle Wichelmann, CFO, Seton Medical Center

Resignations:
Glenn Marshak, CMO, Verity Health System

VERITY HEALTH SYSTEM
BALANCE SHEET - UNAUDITED
AS OF JUNE 30, 2018
In thousands)

	OBLIGATED GROUP	NON-OBLIGATED GROUP	ELIMINATIONS	Verity Total
ASSETS				
CURRENT ASSETS:				
Cash and cash equivalents	$ 42,960	$ 25,574	$ -	$ 68,534
Net patient accounts receivable	229,282	10,430	-	239,712
Due from government agencies	11,615	-	-	11,615
Due from related organizations	48,478	114,502	(162,980)	-
Other current assets	108,279	18,202	(5,581)	120,900
Other restricted assets	-	2,159	-	2,159
Total current assets	**440,614**	**170,867**	**(168,561)**	**442,920**
ASSETS LIMITED AS TO USE:				
Other investments	3,069	54,029	-	57,098
Under bond indenture agreements	61,280	-	-	61,280
Total assets limited as to use	**64,349**	**54,029**	**-**	**118,378**
PROPERTY AND EQUIPMENT, Net	**248,584**	**29,644**	**-**	**278,228**
OTHER LONG-TERM ASSETS	**4,242**	**3,832**	**(984)**	**7,090**
TOTAL ASSETS	**757,789**	**258,372**	**(169,545)**	**846,616**
LIABILITIES AND NET (DEFICIT) ASSETS				
CURRENT LIABILITIES:				
Accounts payable	58,760	6,156	-	64,916
Current portion of long-term debt, net of debt issuance costs	166,675	116	-	166,791
Due to government agencies	4,186	-	-	4,186
Accrued expenses and other current liabilities	291,465	38,338	(6,546)	323,257
Due to related organizations	114,502	48,478	(162,980)	-
otal current liabilities	**635,588**	**93,088**	**(169,526)**	**559,150**
OTHER LIABILITIES				
Pension and other long-term liabilities	232,110	46,703	(19)	278,794
OTHER LIABILITIES	**232,110**	**46,703**	**(19)**	**278,794**
LONG-TERM DEBT, Net of current portion and debt issuance costs	**333,880**	**106,146**	**-**	**440,026**
Total liabilities	**1,201,578**	**245,937**	**(169,545)**	**1,277,970**
NET (DEFICIT) ASSETS:				
Unrestricted - Verity Health System	(447,182)	(6,586)	-	(453,768)
Unrestricted - Noncontrolling	-	(986)	-	(986)
Temporarily restricted	621	14,531	-	15,152
Permanently restricted	2,772	5,476	-	8,248
Total net (deficit) assets	**(443,789)**	**12,435**	**-**	**(431,354)**
TOTAL LIABILITIES AND NET (DEFICIT) ASSETS	**757,789**	**258,372**	**(169,545)**	**846,616**

VERITY HEALTH SYSTEM
BALANCE SHEET - UNAUDITED
AS OF MARCH 31, 2018
(In thousands)

	OBLIGATED GROUP	NON-OBLIGATED GROUP	ELIMINATIONS	Verity Total
ASSETS				
CURRENT ASSETS:				
Cash and cash equivalents	$ 30,121	$ 25,865	$ -	$ 55,986
Net patient accounts receivable	238,606	7,156	-	245,762
Due from government agencies	14,154	-	-	14,154
Due from related organizations	44,900	105,222	(150,122)	-
Other current assets	158,830	14,073	(1,476)	171,427
Total current assets	**486,611**	**152,316**	**(151,598)**	**487,329**
ASSETS LIMITED AS TO USE:				
Other investments	3,113	57,081	-	60,194
Under bond indenture agreements	61,210	-	-	61,210
Total assets limited as to use	**64,323**	**57,081**	**-**	**121,404**
PROPERTY AND EQUIPMENT, Net	**229,815**	**28,703**	**-**	**258,518**
OTHER LONG-TERM ASSETS	**3,685**	**18,170**	**(569)**	**21,286**
TOTAL ASSETS	**784,434**	**256,270**	**(152,167)**	**888,537**
LIABILITIES AND NET (DEFICIT) ASSETS				
CURRENT LIABILITIES:				
Accounts payable	51,987	3,114	-	55,101
Current portion of long-term debt, net of debt issuance costs	6,510	5,116	-	11,626
Due to government agencies	3,753	-	-	3,753
Accrued expenses and other current liabilities	300,818	30,832	(2,026)	329,624
Due to related organizations	105,222	44,900	(150,122)	-
ıtal current liabilities	**468,290**	**83,962**	**(152,148)**	**400,104**
OTHER LIABILITIES				
Pension and other long-term liabilities	258,800	38,471	(19)	297,252
OTHER LIABILITIES	**258,800**	**38,471**	**(19)**	**297,252**
LONG-TERM DEBT, Net of current portion and debt issuance costs	**495,528**	**85,616**	**-**	**581,144**
Total liabilities	**1,222,618**	**208,049**	**(152,167)**	**1,278,500**
NET (DEFICIT) ASSETS:				
Unrestricted - Verity Health System	(441,632)	29,864	-	(411,768)
Unrestricted - Noncontrolling	-	1,692	-	1,692
Temporarily restricted	631	11,188	-	11,819
Permanently restricted	2,817	5,477	-	8,294
Total net (deficit) assets	**(438,184)**	**48,221**	**-**	**(389,963)**
TOTAL LIABILITIES AND NET (DEFICIT) ASSETS	**784,434**	**256,270**	**(152,167)**	**888,537**

VERITY HEALTH SYSTEM
STATEMENT OF OPERATIONS AND CHANGES IN NET ASSETS - UNAUDITED
FOR THE TWELVE MONTHS ENDED JUNE 30, 2018
(In thousands)

	OBLIGATED GROUP	NON-OBLIGATED GROUP	ELIMINATIONS	Verity Total
UNRESTRICTED REVENUES AND OTHER SUPPORT:				
Net patient service revenue	$ 1,374,876	$ 57,832	$ (695)	$ 1,432,013
Provision for doubtful accounts	(57,686)	(1,016)	-	(58,702)
Net patient service revenue less provision for doubtful accounts	1,317,190	56,816	(695)	1,373,311
Premium revenue	131,000	20,915	-	151,915
Other revenue	20,647	83,710	(58,373)	45,984
Contributions	5,797	25,447	-	31,244
Total unrestricted revenues and other support	**1,474,634**	**186,888**	**(59,068)**	**1,602,454**
EXPENSES:				
Salaries and benefits	747,236	63,162	(6,314)	804,084
Supplies	179,210	19,306	-	198,516
Purchased services, medical claims and other	560,802	126,451	(52,754)	634,499
Goodwill and intangible asset impairment	-	7,218	-	7,218
Depreciation and amortization	29,619	3,005	-	32,624
Interest, net	32,919	3,968	-	36,887
Total expenses	**1,549,786**	**223,110**	**(59,068)**	**1,713,828**
OPERATING LOSS	**(75,152)**	**(36,222)**	**-**	**(111,374)**
INVESTMENT INCOME (LOSS)	2,382	(9,927)	-	(7,545)
(DEFICIT) EXCESS OF REVENUES OVER EXPENSES	**(72,770)**	**(46,149)**	**-**	**(118,919)**
LESS (DEFICIT) EXCESS OF REVENUES OVER EXPENSES ATTRIBUTABLE TO NONCONTROLLING INTEREST	-	(3,352)	-	(3,352)
(DEFICIT) EXCESS OF REVENUES OVER EXPENSES, NET OF ONCONTROLLING INTEREST	**(72,770)**	**(42,797)**	**-**	**(115,567)**
Net unrealized (loss) gains on investments	-	-	-	-
Net assets released from restrictions used for purchase of property and equipment	870	-	-	870
Change in funded status of pension and other postretirement benefit plans	19,304	-	-	19,304
Other	(14,477)	14,246	-	(231)
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	**(67,073)**	**(31,903)**	**-**	**(98,976)**
TEMPORARILY RESTRICTED NET ASSETS				
Contributions	132	10,017	-	10,149
Net realized and unrealized gains (losses) on investments	-	(19)	-	(19)
Net assets released from restrictions:				
Operations	(86)	(6,883)	-	(6,969)
Property, plant and equipment	-	(870)	-	(870)
Other	-	(583)	-	(583)
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	**46**	**1,662**	**-**	**1,708**
PERMANENTLY RESTRICTED NET ASSETS				
Net realized and unrealized gains (losses) on investments	29	17	-	46
INCREASE (DECREASE) IN PERMANENTLY RESTRICTED NET ASSETS	**29**	**17**	**-**	**46**
INCREASE (DECREASE) IN NET ASSETS	(66,998)	(30,224)	-	(97,222)
NET (DEFICIT) ASSETS AS OF JUNE 30, 2017	(376,791)	42,659	-	(334,132)
NET (DEFICIT) ASSETS AS OF JUNE 30, 2018	**(443,789)**	**12,435**	**-**	**(431,354)**

VERITY HEALTH SYSTEM
STATEMENT OF OPERATIONS AND CHANGES IN NET ASSETS - UNAUDITED
FOR THE QUARTER ENDED JUNE 30, 2018
(In thousands)

	OBLIGATED GROUP	NON-OBLIGATED GROUP	ELIMINATIONS	Verity Total
UNRESTRICTED REVENUES AND OTHER SUPPORT:				
Net patient service revenue	$ 324,129	$ 15,068	$ (695)	$ 338,502
Provision for doubtful accounts	(5,206)	(303)	-	(5,509)
Net patient service revenue less provision for doubtful accounts	318,923	14,765	(695)	332,993
Premium revenue	32,576	4,990	-	37,566
Other revenue	3,589	22,566	(20,090)	6,065
Contributions	1,105	1,387	-	2,492
Total unrestricted revenues and other support	**356,193**	**43,708**	**(20,785)**	**379,116**
EXPENSES:				
Salaries and benefits	180,910	17,316	(2,099)	196,127
Supplies	44,429	5,878	-	50,307
Purchased services, medical claims and other	139,433	41,393	(18,686)	162,140
Goodwill and intangible asset impairment	-	7,218	-	7,218
Depreciation and amortization	7,700	912	-	8,612
Interest, net	8,508	1,745	-	10,253
Total expenses	**380,980**	**74,462**	**(20,785)**	**434,657**
OPERATING INCOME (LOSS)	**(24,787)**	**(30,754)**	**-**	**(55,541)**
INVESTMENT INCOME (LOSS)	1,000	(9,439)	-	(8,439)
(DEFICIT) EXCESS OF REVENUES OVER EXPENSES	**(23,787)**	**(40,193)**	**-**	**(63,980)**
LESS (DEFICIT) EXCESS OF REVENUES OVER EXPENSES ATTRIBUTABLE TO NONCONTROLLING INTEREST	-	(2,678)	-	(2,678)
EFICIT) EXCESS OF REVENUES OVER EXPENSES, NET OF ONCONTROLLING INTEREST	(23,787)	(37,515)	-	(61,302)
Net unrealized gains (losses) on investments	-	(3)	-	(3)
Net assets released from restrictions used for purchase of property and equipment	87	-	-	87
Change in funded status of pension and other postretirement benefit plans	19,304	-	-	19,304
Other	(1,154)	1,068	-	(86)
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	**(5,550)**	**(39,128)**	**-**	**(44,678)**
TEMPORARILY RESTRICTED NET ASSETS				
Contributions	-	7,694	-	7,694
Net realized and unrealized gains (losses) on investments	-	(49)	-	(49)
Net assets released from restrictions:				
Operations	(10)	(2,891)	-	(2,901)
Property, plant and equipment	-	(87)	-	(87)
Other	-	(1,324)	-	(1,324)
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	**(10)**	**3,343**	**-**	**3,333**
PERMANENTLY RESTRICTED NET ASSETS				
Net realized and unrealized gains (losses) on investments	(45)	(1)	-	(46)
INCREASE (DECREASE) IN PERMANENTLY RESTRICTED NET ASSETS	**(45)**	**(1)**	**-**	**(46)**
INCREASE (DECREASE) IN NET ASSETS	(5,605)	(35,786)	-	(41,391)
NET ASSETS AS OF MARCH 31, 2018	(438,184)	48,221	-	(389,963)
T ASSETS AS OF JUNE 30, 2018	**(443,789)**	**12,435**	**-**	**(431,354)**

VERITY HEALTH SYSTEM
STATEMENT OF OPERATIONS AND CHANGES IN NET ASSETS - UNAUDITED
FOR THE TWELVE MONTHS ENDED JUNE 30, 2017
(In thousands)

	OBLIGATED GROUP	NON-OBLIGATED GROUP	ELIMINATIONS	Verity Total
UNRESTRICTED REVENUES AND OTHER SUPPORT:				
Net patient service revenue	$ 1,269,567	$ 31,438	$ -	$ 1,301,005
Provision for doubtful accounts	(33,318)	(452)	-	(33,770)
Net patient service revenue less provision for doubtful accounts	1,236,249	30,986	-	1,267,235
Premium revenue	98,607	21,686	-	120,293
Other revenue	12,647	45,294	(31,637)	26,304
Contributions	4,288	61,429	-	65,717
Total unrestricted revenues and other support	**1,351,791**	**159,395**	**(31,637)**	**1,479,549**
EXPENSES:				
Salaries and benefits	703,146	35,575	(8,422)	730,299
Supplies	166,520	5,872	-	172,392
Purchased services, medical claims and other	479,996	82,070	(23,215)	538,851
Goodwill and intangible asset impairment	-	10,232	-	10,232
Depreciation and amortization	32,123	2,795	-	34,918
Interest, net	27,641	493	-	28,134
Total expenses	**1,409,426**	**137,037**	**(31,637)**	**1,514,826**
OPERATING (LOSS) INCOME	**(57,635)**	**22,358**	**-**	**(35,277)**
INVESTMENT INCOME (LOSS)	2,303	(4,876)	-	(2,573)
(DEFICIT) EXCESS OF REVENUES OVER EXPENSES	**(55,332)**	**17,482**	**-**	**(37,850)**
LESS (DEFICIT) EXCESS OF REVENUES OVER EXPENSES ATTRIBUTABLE TO NONCONTROLLING INTEREST	-	(5,087)	-	(5,087)
(DEFICIT) EXCESS OF REVENUES OVER EXPENSES, NET OF ONCONTROLLING INTEREST	**(55,332)**	**22,569**	**-**	**(32,763)**
Net unrealized gains on investments	-	5	-	5
Net assets released from restrictions used for purchase of property and equipment	610	-	-	610
Change in funded status of pension and other postretirement benefit plans	7,667	-	-	7,667
Other	26,212	(18,427)	-	7,785
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	**(20,843)**	**(940)**	**-**	**(21,783)**
TEMPORARILY RESTRICTED NET ASSETS				
Contributions	39	5,270	-	5,309
Net realized and unrealized gains on investments	-	173	-	173
Net assets released from restrictions:				
Operations	(137)	(64,414)	-	(64,551)
Property, plant and equipment	-	(610)	-	(610)
Other	-	(207)	-	(207)
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	**(98)**	**(59,788)**	**-**	**(59,886)**
PERMANENTLY RESTRICTED NET ASSETS				
Net realized and unrealized gains (losses) on investments	72	(7)	-	65
INCREASE (DECREASE) IN PERMANENTLY RESTRICTED NET ASSETS	**72**	**(7)**	**-**	**65**
INCREASE (DECREASE) IN NET ASSETS	(20,869)	(60,735)	-	(81,604)
NET (DEFICIT) ASSETS AS OF JUNE 30, 2016	(355,922)	103,394	-	(252,528)
NET (DEFICIT) ASSETS AS OF JUNE 30, 2017	**(376,791)**	**42,659**	**-**	**(334,132)**

VERITY HEALTH SYSTEM
STATEMENT OF CASH FLOWS - UNAUDITED
FOR THE TWELVE MONTHS ENDED JUNE 30, 2018
(In thousands)

	OBLIGATED GROUP	NON-OBLIGATED GROUP	ELIMINATIONS	Verity Total
Operating activities				
Increase (Decrease) in net assets	$ (66,998)	$ (30,224)	$ -	$ (97,222)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by (used in) operating activities:				
Depreciation and amortization	29,619	3,005	-	32,624
Provision for doubtful accounts	57,686	1,016	-	58,702
Changes in fair value and unrealized and realized gains (losses) on investments, net	-	779	-	779
Amortization of bond premium	845	-	-	845
Amortization of deferred debt issuance cost	172	-	-	172
Change in funded status of pension and other postretirement benefit plans	(19,347)	-	-	(19,347)
Goodwill and intangible asset impairment	-	7,218	-	7,218
Gain on disposal of property and equipment	(8)	(15,481)	-	(15,489)
Changes in operating assets and liabilities:				
Patient accounts receivable	(56,327)	(6,321)	-	(62,648)
Due to/from government agencies	3,209	-	-	3,209
Other current assets	(32,275)	(96,350)	97,881	(30,744)
Other long-term assets	(2,907)	15,420	728	13,241
Accounts payable	(18,575)	(166)	-	(18,741)
Accrued liabilities	150,404	17,326	(98,599)	69,131
Other short-term liabilities	166,638	115	-	166,753
Workers' compensation Change	(768)	160	-	(608)
Change in Pension obligations	(40,705)	-	-	(40,705)
Other long-term liabilities	(166,160)	6,129	(10)	(160,041)
et cash provided by (used in) operating activities	**4,503**	**(97,374)**	**-**	**(92,871)**
Investing activities				
Purchases of investments	-	(4,948)	-	(4,948)
Purchase of asset for health-related activity	-	(2,801)	-	(2,801)
Proceeds from disposal of property and equipment	-	17,784	-	17,784
Proceeds from sales of investments	2,182	5,391	-	7,573
Changes in interest in pooled investment fund - short term	-	(493)	-	(493)
Changes in loans and receivables	-	1,074	-	1,074
Changes in assets under bond indenture agreements	2,213	-	-	2,213
Additions to property and equipment	(50,681)	(3,986)	-	(54,667)
Net cash provided by (used in) investing activities	**(46,286)**	**12,021**	**-**	**(34,265)**
CASH FLOWS FROM FINANCING ACTIVITIES				
Repayment of debt	(6,554)	(5,952)	-	(12,506)
Issuance of debt	42,000	107,279	-	149,279
Debt issuance costs	(800)	(950)	-	(1,750)
Net cash provided by (used in) financing activities	**34,646**	**100,377**	**-**	**135,023**
Net Increase (Decrease) in Cash and Cash Equivalents	**(7,137)**	**15,024**	**-**	**7,887**
CASH AND CASH EQUIVALENTS JUNE 30, 2017	**50,097**	**10,550**	**-**	**60,647**
CASH AND CASH EQUIVALENTS AS OF JUNE 30, 2018	**42,960**	**25,574**	**-**	**68,534**

VERITY HEALTH S
UTILIZATION STATI_ _ _S, PAYOR MIX, AND CAPITAL EXPENDITURES - UNAUDITED
FOR THE TWELVE MONTHS ENDED JUNE 30, 2018 AND JUNE 30, 2017

	O'Connor Hospital		Saint Louise Regional Hospital		St. Francis Medical Center		St. Vincent Medical Center		Seton Medical Center		Seton Medical Center Coastside		Verity Total	
	FOR THE TWELVE MONTHS ENDED JUNE 30, 2017	FOR THE TWELVE MONTHS ENDED JUNE 30, 2018	FOR THE TWELVE MONTHS ENDED JUNE 30, 2017	FOR THE TWELVE MONTHS ENDED JUNE 30, 2018	FOR THE TWELVE MONTHS ENDED JUNE 30, 2017	FOR THE TWELVE MONTHS ENDED JUNE 30, 2018	FOR THE TWELVE MONTHS ENDED JUNE 30, 2017	FOR THE TWELVE MONTHS ENDED JUNE 30, 2018	FOR THE TWELVE MONTHS ENDED JUNE 30, 2017	FOR THE TWELVE MONTHS ENDED JUNE 30, 2018	FOR THE TWELVE MONTHS ENDED JUNE 30, 2017	FOR THE TWELVE MONTHS ENDED JUNE 30, 2018	FOR THE TWELVE MONTHS ENDED JUNE 30, 2017	FOR THE TWELVE MONTHS ENDED JUNE 30, 2018
Total Licensed Beds	358	358	93	93	384	384	366	366	357	357	121	121	1,679	1,679
Total Available Beds	357	357	72	72	384	384	366	366	294	294	121	121	1,594	1,594
Total Discharges	9,652	9,387	2,703	3,023	21,049	22,687	11,088	11,289	5,695	5,283	121	76	50,308	51,745
Total Patient Days	44,282	45,046	9,280	10,948	103,599	105,438	64,539	65,289	45,242	44,359	39,889	41,503	306,831	312,583
Acute Licensed Beds	334	334	72	72	314	314	320	320	250	250	5	5	1,295	1,295
Acute Available Beds	333	333	72	72	314	314	320	320	250	250	5	5	1,294	1,294
Acute Discharges	9,615	9,357	2,703	3,023	18,653	20,019	10,102	10,378	5,668	5,151	-	-	46,741	47,928
Acute Patient Days	36,343	36,587	9,280	10,948	82,854	86,406	50,965	53,098	30,269	26,955	-	-	209,711	213,994
Acute Average Length of Stay	3.78	3.91	3.43	3.62	4.44	4.32	5.05	5.12	5.34	5.23	-	-	4.49	4.46
Adjusted Discharges	14,835	14,570	5,689	5,979	29,197	31,646	15,205	15,433	8,231	8,073	142	88	73,298	75,787
Adjusted Patient Days	68,059	69,916	19,532	21,653	143,702	147,074	88,500	89,254	65,390	67,782	46,743	47,813	431,927	443,492
ADC	121	123	25	30	284	289	177	179	124	122	109	114	841	856
ALOS	4.6	4.8	3.4	3.6	4.9	4.6	5.8	5.8	7.9	8.4	329.7	546.1	6.1	6.0
Surgery OP	2,544	2,350	2,088	1,532	2,310	2,774	3,186	3,322	2,721	2,900	-	-	12,849	12,878
Surgery IP	1,897	1,961	684	762	3,112	3,347	2,651	2,941	1,267	1,116	-	-	9,611	10,127
Newborn Days	3,491	3,240	704	656	10,344	9,914	-	-	-	-	-	-	14,539	13,810
OP ED Visits	46,087	45,627	26,431	27,038	64,480	61,831	23,231	22,684	23,478	22,894	2,635	2,631	186,342	182,705
OP & Clinic Visits excluding ED OP	80,508	74,566	26,170	23,984	76,138	76,039	51,875	50,864	93,720	99,162	3,071	5,394	331,482	330,009
Clinical Visits	80,508	41,696	26,170	23,984	-	-	-	-	93,720	99,162	3,071	5,394	203,469	170,236
CMI - Total	1.42	1.49	1.18	1.17	1.18	1.22	1.73	1.66	1.81	1.80	1.40	1.41		
FTEs Paid	1,020	999	314	324	1,599	1,660	883	945	830	849	130	135	4,776	4,913
FTEs Prod	865	836	264	270	1,399	1,456	753	808	706	710	114	120	4,100	4,201

Payor Mix	
Medicare	32.8%
Medi-Cal	31.7%
HMO/PPO	30.4%
Self-Pay	4.0%
Other	1.1%
Total	**100.0%**

Inpatient	68.5%
Outpatient	31.5%
Total	**100.0%**

Capital Expenditures

Verity - System Office	O'Connor Hospital	Saint Louise Regional Hospital	St. Francis Medical Center	St. Vincent Medical Center	Seton Medical Center	Seton Medical Center Coastside	Verity Total
FOR THE THREE MONTHS ENDED JUNE 30, 2018	FOR THE THREE MONTHS ENDED JUNE 30, 2018	FOR THE THREE MONTHS ENDED JUNE 30, 2018	FOR THE THREE MONTHS ENDED JUNE 30, 2018	FOR THE THREE MONTHS ENDED JUNE 30, 2018	FOR THE THREE MONTHS ENDED JUNE 30, 2018	FOR THE THREE MONTHS ENDED JUNE 30, 2018	FOR THE THREE MONTHS ENDED JUNE 30, 2018
$9,488,947	$2,220,404	$248,037	$2,148,170	$2,219,405	$4,090,075	$66,809	$20,481,847

VERITY HEALTH SYST
CONSOLIDATING BAL HEET - UNAUDITED
AS OF JUNE 30, 2018
(In thousands)

	O'Connor Hospital	Saint Louise Regional Hospital	St. Francis Medical Center	St. Vincent Medical Center	Seton Medical Center	Seton Medical Center Coastside	System Office	System Elimination - Obligated Group	Obligated Group Subtotal	Non-Obligated Group	System Elimination - Non Obligated Group	Verity Total
ASSETS												
CURRENT ASSETS:												
Cash and cash equivalents	$ 7,209	$ 4,815	$ 17,967	$ 2,206	$ 9,142	$ 887	$ 734	$ -	$ 42,960	$ 25,574	$ -	$ 68,534
Net patient accounts receivable	54,022	17,633	65,285	38,635	49,142	4,565	-	-	229,282	10,430	-	239,712
Due from government agencies	879	1,030	4,513	3,709	1,484	-	-	-	11,615	-	-	11,615
Due from related organizations	10,928	5,233	364,863	7,953	17,682	48	508,081	(866,310)	48,478	114,502	(162,980)	-
Other current assets	17,506	5,817	45,653	16,412	9,776	295	12,820	-	108,279	18,202	(5,581)	120,900
Other restricted assets	-	-	-	-	-	-	-	-	-	2,159	-	2,159
Total current assets	**90,544**	**34,528**	**498,281**	**68,915**	**87,226**	**5,795**	**521,635**	**(866,310)**	**440,614**	**170,867**	**(168,561)**	**442,920**
ASSETS LIMITED AS TO USE:												
Other investments	-	-	-	3,069	-	-	-	-	3,069	54,029	-	57,098
Under bond indenture agreements	-	-	-	-	36,585	-	24,695	-	61,280	-	-	61,280
Total assets limited as to use	**-**	**-**	**-**	**3,069**	**36,585**	**-**	**24,695**	**-**	**64,349**	**54,029**	**-**	**118,378**
PROPERTY AND EQUIPMENT, Net	**29,176**	**14,170**	**91,184**	**47,125**	**42,506**	**684**	**23,739**	**-**	**248,584**	**29,644**	**-**	**278,228**
OTHER LONG-TERM ASSETS	**626**	**7**	**256**	**13**	**261**	**-**	**3,079**	**-**	**4,242**	**3,832**	**(984)**	**7,090**
TOTAL ASSETS	**120,346**	**48,705**	**589,721**	**119,122**	**166,578**	**6,479**	**573,148**	**(866,310)**	**757,789**	**258,372**	**(169,545)**	**846,616**
LIABILITIES AND NET (DEFICIT) ASSETS												
CURRENT LIABILITIES:												
Accounts payable	11,168	2,972	7,886	13,432	8,704	168	14,430	-	58,760	6,156	-	64,916
Current portion of long-term debt, net of debt issuance costs	774	469	4,076	867	1,241	-	159,248	-	166,675	116	-	166,791
Due to government agencies	161	2	2,039	1,728	256	-	-	-	4,186	-	-	4,186
Accrued expenses and other current liabilities	24,035	7,529	56,521	42,289	46,248	2,427	112,416	-	291,465	38,338	(6,546)	323,257
Due to related organizations	278,884	77,857	1,324	261,718	168,778	23,513	168,738	(866,310)	114,502	48,478	(162,980)	-
Total current liabilities	**315,022**	**88,829**	**71,846**	**320,034**	**225,227**	**26,108**	**454,832**	**(866,310)**	**635,588**	**93,088**	**(169,526)**	**559,150**
OTHER LIABILITIES												
Pension and other long-term liabilities	41,157	4,512	78,127	58,923	2,494	24	46,873	-	232,110	46,703	(19)	278,794
Total other liabilities	**41,157**	**4,512**	**78,127**	**58,923**	**2,494**	**24**	**46,873**	**-**	**232,110**	**46,703**	**(19)**	**278,794**
LONG-TERM DEBT, Net of current portion and debt issuance costs	**47,636**	**28,854**	**64,108**	**53,325**	**96,805**	**-**	**43,152**	**-**	**333,880**	**106,146**	**-**	**440,026**
Total liabilities	**403,815**	**122,195**	**214,081**	**432,282**	**324,526**	**26,132**	**544,857**	**(866,310)**	**1,201,578**	**245,937**	**(169,545)**	**1,277,970**
NET (DEFICIT) ASSETS:												
Unrestricted - Verity Health System	(283,469)	(73,490)	375,542	(316,455)	(157,948)	(19,653)	28,291	-	(447,182)	(6,586)	-	(453,768)
Unrestricted - Noncontrolling	-	-	-	-	-	-	-	-	-	(986)	-	(986)
Temporarily restricted	-	-	98	523	-	-	-	-	621	14,531	-	15,152
Permanently restricted	-	-	-	2,772	-	-	-	-	2,772	5,476	-	8,248
Total net (deficit) assets	**(283,469)**	**(73,490)**	**375,640**	**(313,160)**	**(157,948)**	**(19,653)**	**28,291**	**-**	**(443,789)**	**12,435**	**-**	**(431,354)**
TOTAL LIABILITIES AND NET (DEFICIT) ASSETS	**120,346**	**48,705**	**589,721**	**119,122**	**166,578**	**6,479**	**573,148**	**(866,310)**	**757,789**	**258,372**	**(169,545)**	**846,616**

VERITY HEALTH SYST
STATEMENT OF OPER S - UNAUDITED
FOR THE TWELVE MONTHS ENDED JUNE 30, 2018
(In thousands)

	O'Connor Hospital	Saint Louise Regional Hospital	St. Francis Medical Center	St. Vincent Medical Center	Seton Medical Center	Seton Medical Center Coastside	System Office	System Elimination - Obligated Group	Obligated Group Subtotal	Non-Obligated Group	System Elimination - Non Obligated Group	Verity Total
UNRESTRICTED REVENUES AND OTHER SUPPORT:												
Net patient service revenue	$ 307,193	$ 102,343	$ 496,142	$ 216,593	$ 238,621	$ 22,686	$ -	$ (8,702)	$ 1,374,876	$ 57,832	$ (695)	$ 1,432,013
Provision for doubtful accounts	(11,051)	(3,741)	(23,483)	(12,283)	(6,512)	(616)	-	-	(57,686)	(1,016)	-	(58,702)
Net patient service revenue less provision for doubtful accounts	**296,142**	**98,602**	**472,659**	**204,310**	**232,109**	**22,070**	**-**	**(8,702)**	**1,317,190**	**56,816**	**(695)**	**1,373,311**
Premium revenue	-	-	100,579	31,091	-	-	-	(670)	131,000	20,915	-	151,915
Other revenue	4,205	207	1,700	1,213	7,743	579	177,687	(172,687)	20,647	83,710	(58,373)	45,984
Contributions	200	40	4,184	1,021	352	-	-	-	5,797	25,447	-	31,244
Total unrestricted revenues and other support	**300,547**	**98,849**	**579,122**	**237,635**	**240,204**	**22,649**	**177,687**	**(182,059)**	**1,474,634**	**186,888**	**(59,068)**	**1,602,454**
EXPENSES:												
Salaries and benefits	170,681	57,205	214,622	114,432	144,752	17,699	36,547	(8,702)	747,236	63,162	(6,314)	804,084
Supplies	42,572	8,093	42,452	52,176	31,826	1,954	137	-	179,210	19,306	-	198,516
Purchased services, medical claims and other	110,882	32,533	244,547	128,875	84,758	6,453	126,111	(173,357)	560,802	126,451	(52,754)	634,499
Goodwill and intangible asset Impairment	-	-	-	-	-	-	-	-	-	7,218	-	7,218
Depreciation and amortization	6,947	1,600	9,201	5,800	5,525	132	414	-	29,619	3,005	-	32,624
Interest, net	2,483	1,544	3,951	2,751	5,339	(9)	16,860	-	32,919	3,968	-	36,887
Total expenses	**333,565**	**100,975**	**514,773**	**304,034**	**272,200**	**26,229**	**180,069**	**(182,059)**	**1,549,786**	**223,110**	**(59,068)**	**1,713,828**
OPERATING (LOSS) INCOME	(33,018)	(2,126)	64,349	(66,399)	(31,996)	(3,580)	(2,382)	-	(75,152)	(36,222)	-	(111,374)
INVESTMENT INCOME (LOSS)	-	-	-	-	-	-	2,382	-	2,382	(9,927)	-	(7,545)
EXCESS (DEFICIT) OF REVENUES OVER EXPENSES	**(33,018)**	**(2,126)**	**64,349**	**(66,399)**	**(31,996)**	**(3,580)**	**-**	**-**	**(72,770)**	**(46,149)**	**-**	**(118,919)**
LESS (DEFICIT) EXCESS OF REVENUES OVER EXPENSES ATTRIBUTABLE TO NONCONTROLLING INTEREST	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**(3,352)**	**-**	**(3,352)**
EXCESS (DEFICIT) OF REVENUES OVER EXPENSES, NET OF NONCONTROLLING INTEREST	**(33,018)**	**(2,126)**	**64,349**	**(66,399)**	**(31,996)**	**(3,580)**	**-**	**-**	**(72,770)**	**(42,797)**	**-**	**(115,567)**

VERITY HEALTH SYS'
STATEMENT OF CASH S - UNAUDITED
FOR THE TWELVE MONTHS ENDED JUNE 30, 2018
(In thousands)

	O'Connor Hospital	Saint Louise Regional Hospital	St. Francis Medical Center	St. Vincent Medical Center	Seton Medical Center	Seton Medical Center Coastside	System Office	System Elimination - Obligated Group	Obligated Group Subtotal	Non-Obligated Group	System Elimination - Non Obligated Group	Verity Total
Operating Activities												
Increase (Decrease) in net assets	$ (31,862)	$ (1,750)	$ 66,209	$ (64,008)	$ (31,996)	$ (3,400)	$ (1,721)	$ 1,530	$ (66,998)	$ (30,224)	$ -	$ (97,222)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by (used in) operating activities:												
Depreciation and amortization	6,947	1,600	9,201	5,800	5,525	132	414	-	29,619	3,005	-	32,624
Provision for doubtful accounts	11,051	3,741	23,483	12,283	6,512	616	-	-	57,686	1,016	-	58,702
Changes in fair value and unrealized and realized gains on investments, net	-	-	-	-	-	-	-	-	-	779	-	779
Amortization of bond premium	-	-	-	-	-	-	845	-	845	-	-	845
Amortization of deferred debt issuance cost	-	-	-	-	-	-	172	-	172	-	-	172
Change in funded status of pension and other postretirement benefit plans	(2,906)	(225)	(8,337)	(5,209)	(12)	-	(1,128)	(1,530)	(19,347)	-	-	(19,347)
Goodwill and intangible asset impairment	-	-	-	-	-	-	-	-	-	7,218	-	7,218
Gain on disposal of property and equipment	(3)	-	-	(5)	-	-	-	-	(8)	(15,481)	-	(15,489)
Changes in operating assets and liabilities:	-	-	-	-	-	-	-	-				
Patient accounts receivable	(20,987)	(8,437)	(1,552)	(5,056)	(19,025)	(1,270)	-	-	(56,327)	(6,321)	-	(62,648)
Due to/from government agencies	94	(1,056)	524	2,043	1,604	-	-	-	3,209	-	-	3,209
Other current assets	(8,144)	(946)	(57,452)	6,585	4,827	80	(163,583)	186,358	(32,275)	(96,350)	97,881	(30,744)
Other long-term assets	(319)	-	(158)	(30)	199	3	(2,602)	-	(2,907)	15,420	728	13,241
Accounts payable	(846)	235	(3,749)	(374)	(468)	7	(13,380)	-	(18,575)	(166)	-	(18,741)
Accrued liabilities	62,911	13,097	(11,672)	64,782	45,690	4,846	157,108	(186,358)	150,404	17,326	(98,599)	69,131
Other short-term liabilities	588	469	4,076	867	1,241	-	159,397	-	166,638	115	-	166,753
Workers' compensation Change	-	-	-	-	-	-	(768)	-	(768)	160	-	(608)
Change in Pension obligations	(9,176)	(1,705)	(17,506)	(9,522)	(627)	(3)	(2,166)	-	(40,705)	-	-	(40,705)
Other long-term liabilities	(764)	(469)	(4,076)	(734)	(1,023)	-	(159,094)	-	(166,160)	6,129	(10)	(160,041)
Net cash provided by (used in) operating activities	**6,584**	**4,554**	**(1,009)**	**7,422**	**12,447**	**1,011**	**(26,506)**	**-**	**4,503**	**(97,374)**	**-**	**(92,871)**
Investing activities												
Purchases of investments	-	-	-	-	-	-	-	-	-	(4,948)	-	(4,948)
Purchase of asset for health-related activity	-	-	-	-	-	-	-	-	-	(2,801)	-	(2,801)
Proceeds from disposal of property and equipment	-	-	-	-	-	-	-	-	-	17,784	-	17,784
Proceeds from sales of investments	-	-	-	-	-	-	2,182	-	2,182	5,391	-	7,573
Changes in interest in pooled investment fund - short term	-	-	-	-	-	-	-	-	-	(493)	-	(493)
Changes in loans and receivables	-	-	-	-	-	-	-	-	-	1,074	-	1,074
Changes in assets under bond indenture agreements	-	-	-	-	2,074	-	139	-	2,213	-	-	2,213
Additions to property and equipment	(5,613)	(2,788)	(5,112)	(7,887)	(12,449)	(288)	(16,544)	-	(50,681)	(3,986)	-	(54,667)
Net cash provided by (used in) investing activities	**(5,613)**	**(2,788)**	**(5,112)**	**(7,887)**	**(10,375)**	**(288)**	**(14,223)**	**-**	**(46,286)**	**12,021**	**-**	**(34,265)**
Financing activities												
Repayment of debt	(558)	(451)	(3,800)	(833)	(912)	-	-	-	(6,554)	(5,952)	-	(12,506)
Issuance of debt	-	-	-	-	-	-	42,000	-	42,000	107,279	-	149,279
Debt issuance costs	-	-	-	-	-	-	(800)	-	(800)	(950)	-	(1,750)
Net cash provided by (used in) financing activities	**(558)**	**(451)**	**(3,800)**	**(833)**	**(912)**	**-**	**41,200**	**-**	**34,646**	**100,377**	**-**	**135,023**
Net Increase (Decrease) in Cash and Cash Equivalents	**413**	**1,315**	**(9,921)**	**(1,298)**	**1,160**	**723**	**471**	**-**	**(7,137)**	**15,024**	**-**	**7,887**
CASH AND CASH EQUIVALENTS JUNE 30, 2017	**6,796**	**3,500**	**27,888**	**3,504**	**7,982**	**164**	**263**	**-**	**50,097**	**10,550**	**-**	**60,647**
CASH AND CASH EQUIVALENTS AS OF JUNE 30, 2018	**7,209**	**4,815**	**17,967**	**2,206**	**9,142**	**887**	**734**	**-**	**42,960**	**25,574**	**-**	**68,534**

QUARTERLY CERTIFICATE FOR 6/30/18 RE: (Q) OF "PERMITTED LIENS"

August 14, 2018

The undersigned, an Authorized Representative (as defined in the Master Indenture referred to herein) of Verity Health System of California, Inc. ("Verity") as Obligated Group Representative pursuant to the Master Indenture of Trust (as supplemented and amended, the "Master Indenture") dated as of December 1, 2001 among Verity, the Members of the Obligated Group and U.S. Bank National Association as Master Trustee, hereby certifies pursuant to clause (q) of the definition of "Permitted Liens" in the Master Indenture as follows:

As of the end of the fiscal quarter ending June 30, 2018, any Liens granted under clause (q) of the definition of Permitted Liens do not exceed the maximum permitted value of such Liens under such clause (q).

The Computations Regarding Permitted Liens, Paragraph (q) is attached hereto.

[Signature Page to Follow]

In Witness Whereof, the undersigned has executed this Quarterly Certificate as of the day and year first above written.

VERITY HEALTH SYSTEM OF CALIFORNIA, INC.

By: [redacted]

David Sachs
Chief Financial Officer

Computations Regarding Permitted Liens, Paragraph (q)
$ in thousands

A. Book Value of Property Subject to Liens [1]	St. Francis Medical Center	$91,184
	St. Louise Regional Hospital	$14,170
	Total property subject to Liens	$105,354
B. Total Property of Obligated Group [1]	Obligated Group Total Property	$757,789
C. Property Subject to Liens as a % of Total	A Divided by B	13.9%
	Threshold Percentage (Maximum)	20.0%

1. Historical financial data for the Obligated Group reflects June 30, 2018 unaudited financial statements.

Title 11, California Code of Regulations, § 999.5(d)(11)(F)

Exhibit 2

Verity Health System of California, Inc.

(Formerly Daughters of Charity Health System)

Consolidated Financial Statements

As of and for the Years Ended June 30, 2017 and 2016 and Supplementary Information as of and for the Year Ended June 30, 2017

The report accompanying these financial statements was issued by BDO USA, LLP, a Delaware limited liability partnership and the U.S. member of BDO International Limited, a UK company limited by guarantee.

BDO

Verity Health System of California, Inc.

(Formerly Daughters of Charity Health System)

Consolidated Financial Statements

As of and for the Years Ended June 30, 2017 and 2016 and
Supplementary Information as of and for the Year Ended June 30, 2017

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

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BDO

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300 Park Avenue, Suite 900
San Jose, CA 95110

Independent Auditor's Report

Board of Directors
Verity Health System
Redwood City, California

We have audited the accompanying consolidated financial statements of Verity Health System of California, Inc., which comprise the consolidated balance sheet as of June 30, 2017, and the related consolidated statements of operations and changes in net (deficit) assets and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We did not audit the financial statements of Marillac Insurance Company, Ltd. (Marillac), a wholly-owned subsidiary, which statements reflect total assets of $52,503,262 at June 30, 2017 and total revenues of $12,635,815 for the year then ended. Those statements were audited by other auditors, whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for such subsidiary, is based solely on the report of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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Opinion

In our opinion, based on our audit and the report of the other auditors, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Verity Health System of California, Inc. as of June 30, 2017, and the consolidated results of its operations, and the changes in its net (deficit) assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

The consolidated financial statements of Verity Health System of California, Inc. for the year ended June 30, 2016 were audited by other auditors, whose report dated December 8, 2016 expressed an unmodified opinion on those statements.

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidating financial statement schedules for Verity Health System of California, Inc. are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidating information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

BDO USA, LLP

November 8, 2017

Consolidated Financial Statements

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidated Balance Sheets
(In Thousands)

June 30,	2017	2016
Assets		
Current Assets:		
Cash and cash equivalents	$ 60,647	$ 66,357
Patient accounts receivable, net of allowance for doubtful accounts of $47,600 and $31,700 as of June 30, 2017 and 2016, respectively	235,767	160,324
Due from government agencies	15,938	20,137
Other current assets	95,192	106,273
Other restricted assets	-	12,074
Total current assets	407,544	365,165
Assets Limited as to Use:		
Other investments	61,181	112,243
Under bond indenture agreements	63,493	25,154
Total assets limited as to use	124,674	137,397
Property and equipment, net	247,042	244,912
Other long-term assets	25,085	5,878
Total Assets	$ 804,345	$ 753,352
Liabilities and Net (Deficit) Assets		
Current Liabilities:		
Accounts payable	$ 74,577	$ 36,362
Accrued expenses and other current liabilities	254,129	217,403
Current portion of long-term debt, net of debt issuance costs	12,480	6,647
Due to government agencies	5,299	1,155
Total current liabilities	346,485	261,567
Pension obligations	254,002	301,527
Long-term portion of workers' compensation and hospital professional and general liability	36,142	33,547
Other long-term liabilities	42,692	33,366
Long-term debt - net of current portion and debt issuance costs	459,156	375,873
Total liabilities	1,138,477	1,005,880
Net (Deficit) Assets:		
Unrestricted - Verity Health System	(358,144)	(333,995)
Unrestricted - Noncontrolling	2,366	-
Temporarily restricted	13,444	73,330
Permanently restricted	8,202	8,137
Total net deficit	(334,132)	(252,528)
Total Liabilities and Net (Deficit) Assets	$ 804,345	$ 753,352

See accompanying notes to consolidated financial statements.

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidated Statements of Operations and Changes in Net (Deficit) Assets
(In Thousands)

Years Ended June 30,	2017	2016
Unrestricted Revenues and Other Support		
Net patient service revenue	$ 1,301,005	$ 1,161,679
Provision for doubtful accounts	(33,770)	(26,734)
Net patient service revenue less provision for doubtful accounts	1,267,235	1,134,945
Premium revenue	120,293	122,849
Other operating revenue	26,304	22,962
Contributions	65,717	16,645
Total unrestricted revenues and other support	1,479,549	1,297,401
Expenses:		
Salaries and benefits	730,299	723,281
Purchased services and other	476,892	471,901
Supplies	172,392	165,417
Medical claims	61,959	65,380
Depreciation and amortization	34,918	48,308
Interest - net	28,134	20,593
Goodwill and intangible asset impairment loss	10,232	-
Total expenses	1,514,826	1,494,880
Operating loss	(35,277)	(197,479)
Investment (loss) income	(2,573)	2,050
(Deficit) excess of revenues over expenses	(37,850)	(195,429)
Less (deficit) excess of revenues over expenses attributable to noncontrolling interest	(5,087)	-
(Deficit) excess of revenues over expenses, net of noncontrolling interest	$ (32,763)	$ (195,429)

(Continued)

See accompanying notes to consolidated financial statements.

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidated Statements of Operations and Changes in Net (Deficit) Assets
(In Thousands)

Years Ended June 30,	2017	2016
Unrestricted Net (Deficit) Assets		
Unrestricted Net (Deficit) Assets attributable to Verity Health System:		
(Deficit) excess of revenues over expenses attributable to Verity Health System	$ (32,763)	$ (195,429)
Change in funded status of pension and other postretirement benefit plans	7,667	(53,981)
Net assets released from restrictions used for purchase of property and equipment	610	1,882
Other	337	(58)
Decrease in unrestricted net (deficit) assets attributable to Verity Health System	(24,149)	(247,586)
Unrestricted Net Assets attributable to noncontrolling interests:		
(Deficit) excess of revenues over expenses attributable to noncontrolling interests	(5,087)	-
Noncontrolling interest related to acquisitions and other	7,453	-
Increase in unrestricted net assets attributable to noncontrolling interest	2,366	-
Temporarily Restricted Net (Deficit) Assets		
Contributions	5,309	76,152
Net realized and unrealized gains on investments	173	12
Net assets released from restrictions:		
Operations	(64,551)	(16,275)
Property, plant, and equipment	(610)	(1,780)
Other	(207)	(232)
(Decrease) increase in temporarily restricted net (deficit) assets	(59,886)	57,877
Permanently Restricted Net Assets		
Net realized and unrealized gains (losses) on investments	65	(73)
Contributions	-	107
Other	-	(104)
Increase (decrease) in permanently restricted net assets	65	(70)
Decrease in net (deficit) assets	(81,604)	(189,779)
Net (deficit) assets, beginning of year	(252,528)	(62,749)
Net (Deficit) Assets, End of Year	$ (334,132)	$ (252,528)

(Concluded)

See accompanying notes to consolidated financial statements.

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidated Statements of Cash Flows
(In Thousands)

Years Ended June 30,	2017	2016
Operating Activities		
Decrease in net (deficit) assets	$ (81,604)	$ (189,779)
Adjustments to reconcile decrease in net (deficit) assets to net cash used in operating activities:		
Depreciation and amortization	34,918	48,397
Provision for doubtful accounts	33,770	26,734
Changes in fair value and unrealized and realized losses (gains) on investments, net	(3,896)	(1,330)
Losses (gains) on equity method investments	7,016	-
Amortization of bond premium and debt issuance costs	692	(89)
Pension related changes	(7,667)	53,981
Gain on disposal of property and equipment	(4,503)	(2,584)
Goodwill and intangible asset impairment	10,232	-
Changes in operating assets and liabilities:		
Patient accounts receivable	(109,213)	(30,310)
Due to/from government agencies	8,344	(1,748)
Other current assets	26,093	77,983
Other long-term assets	36,525	(47,299)
Accounts payable and other accrued expenses	73,091	(25,968)
Non-current liabilities	(35,979)	6,637
Net cash used in operating activities	(12,181)	(85,375)
Investing Activities		
Purchases of investments	(78,254)	(250,547)
Acquisitions of controlled entities	(8,208)	-
Purchases of equity method investments	(7,297)	-
Proceeds from disposal of property and equipment	4,778	4,388
Proceeds from sales of investments	86,719	251,518
Changes in other assets limited as to use	(2,932)	216
Changes in assets under bond indenture agreements	(38,339)	718
Changes in loans and receivables	(2,164)	-
Purchases of property and equipment	(34,393)	(12,357)
Net cash used in investing activities	(80,090)	(6,064)
Financing Activities		
Retirement of debt	-	(47,643)
Repayment of debt	(7,099)	(6,779)
Issuance of debt	95,000	105,000
Bond issuance costs	(1,340)	(1,212)
Net cash provided by financing activities	86,561	49,366
Net (decrease) increase in cash and cash equivalents	(5,710)	(42,073)
Cash and cash equivalents at beginning of year	66,357	108,430
Cash and Cash Equivalents at End of Year	$ 60,647	$ 66,357
Supplemental Disclosures of Cash Flow Information		
Cash paid for interest - net of capitalized interest	$ 26,319	$ 20,593
Supplemental Disclosures of Noncash Items		
Capitalized interest	$ 907	$ 350
Assets acquired through capital leases or notes payable	$ 1,862	$ -
Accrued purchases of property and equipment	$ 3,526	$ 555

See accompanying notes to consolidated financial statements.

1. Organization and Business of the Company

Verity Health System of California, Inc., a California nonprofit public benefit corporation (Parent) (formerly named Daughters of Charity Health System) is the sole corporate member of five California nonprofit public benefit corporations that operate five acute care hospitals and other facilities (the Hospitals, see list below) in the state of California. The Parent and the following affiliated entities (collectively, Verity Health System or VHS) operate as a nonprofit health care system in the state of California, with approximately 1,680 licensed acute care and skilled nursing beds.

Verity Health System consists of Parent* and the following:

- O'Connor Hospital *
- Saint Louise Regional Hospital *
- St. Francis Medical Center *
- St. Vincent Medical Center *
- Seton Medical Center (including its unincorporated division, Seton Medical Center Coastside) *
- Verity Business Services
- Marillac Insurance Company, Ltd.
- O'Connor Hospital Foundation
- Saint Louise Regional Hospital Foundation
- St. Francis Medical Center Foundation
- St. Vincent Medical Center Foundation
- Seton Medical Center Foundation
- St. Vincent de Paul Ethics Corporation
- St. Vincent Dialysis Center
- De Paul Ventures, LLC
- Verity Medical Foundation
- Verity Holdings, LLC
- Verity BASM Holdco, LLC

* Member of the Obligated Group

With the exceptions of De Paul Ventures, LLC, Marillac Insurance Company, Ltd. (Marillac) and Verity BASM Holdco, LLC, each Verity Health System entity named above is exempt from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (IRC).

On July 17, 2015, Daughters of Charity Ministry Services Corporation (subsequently renamed Verity Health System of California, Inc.), Blue Mountain Capital Management, LLC (Blue Mountain), and Integrity Healthcare, LLC (Integrity) entered into a System Restructuring and Support Agreement (as subsequently amended, the Restructuring Agreement) to change the governance of and recapitalize the Parent and certain of its subsidiaries. Integrity represents the management company for Verity Health System that was formed to carry out the management services under the Management Agreement, which is part of the overall Restructuring Agreement. Through June 30, 2017, Integrity was wholly owned by Blue Mountain. In July 2017, NantWorks LLC, the parent

organization for health technology and biotech companies founded by Dr. Patrick Soon-Shiong, acquired a majority stake in Integrity from Blue Mountain. Refer to subsequent events at Note 13 for additional details.

Under the Restructuring Agreement, the Parent and other members of the Obligated Group were converted from religious corporations to public benefit corporations. In exchange for options to acquire the assets of Verity Health System at a purchase price to be determined based on a specified percentage of outstanding liabilities of Verity Health System at the time of closing, Blue Mountain agreed to provide $100,000 in funding to the Parent and a commitment to provide additional debt financing at the option of the Parent. To fulfill this commitment, Blue Mountain arranged for an additional $160,000 in working capital financing that was privately placed with third parties (the "2015 Notes" - see Note 9 for additional details). After approval was obtained from the California Attorney General's office, the transactions contemplated by the Restructuring Agreement closed on December 14, 2015. Effective upon the closing of the transaction, the Parent's board of directors resigned and Daughters of Charity Ministry Services Corporation, acting as sole corporate member of the Parent, appointed an independent board of the Parent and amended the bylaws of the Parent to eliminate the corporate membership rights of Daughters of Charity Ministry Services Corporation as sole corporate member of the Parent and to convert the Parent into a nonprofit corporation without members. The Parent and all of its nonprofit corporate affiliates that were not previously public benefit corporations changed status from religious corporations to public benefit corporations under the California Nonprofit Corporation Law.

In connection with the initial accounting for the $100,000 Blue Mountain contribution received during the fiscal year ended June 30, 2016, $27,559 was recorded as deferred revenue for the value of the option to purchase the real estate and operating assets of VHS and $72,441 was recorded as a restricted asset for contributions to be released pursuant to the terms of the Restructuring Agreement. For the years ended June 30, 2017 and 2016, VHS recorded approximately $60,367 and $12,074 of contribution revenue, respectively, associated with the releases of these funds from restrictions. $27,559 is recorded as deferred revenue in other long-term liabilities as of June 30, 2017, as such amount will be recognized upon exercise or expiration of the option.

On a monthly basis, VHS records management fee expense and makes payments to Integrity associated with the management services received under the Management Agreement. During the initial fiscal year which ended June 30, 2016, the monthly management fee was determined based on a specified percentage of trailing 12 month operating revenues for VHS. Such management fees are adjusted each succeeding fiscal year based on changes in the consumer price index. VHS defers payment for a portion of management fees based on its days' cash on hand over the most recent 90 day period. All deferred management fees accrue interest at 2.82% per annum to the extent such amounts are not paid in the fiscal year that services are received. Such deferred management fees are contingently payable based on the terms of the Management Agreement, which include annual calculations of excess cash on hand.

For the years ended June 30, 2017 and 2016, VHS recorded approximately $59,333 and $32,215 of management fee expense within the purchased services and other expense line item, respectively. As of June 30, 2017 and 2016, VHS had a liability of $46,228 and $16,108 within accrued expenses and other current liabilities, respectively, associated with deferred management fees.

Pursuant to the Master Indenture of Trust, dated as of December 1, 2001 (as amended and supplemented, the Master Indenture) among the Members of the Obligated Group and U.S. Bank National Association (Master Trustee), an Obligated Group (see listing of entities included in the Obligated Group above) was established to access the capital markets. Obligated Group members are jointly and severally liable for the long-term debt outstanding secured by an Obligation issued under the Master Indenture.

Liquidity

VHS had working capital of $61,059 and $103,598 as of June 30, 2017 and 2016, respectively. VHS had a deficit of revenues over expenses of $37,850 and cash used in operations of $12,181 for the year ended June 30, 2017 compared to a deficit of revenues over expenses of $195,429 and cash used in operations of $85,375 for the year ended June 30, 2016. The current year deficit of revenues over expenses and cash used in operations represented an improvement of $157,579 and $73,194, respectively, from the prior year. Such improvements have been largely driven by increases in patient volumes, additional reimbursement under the California Hospital Fee Program (see Note 2 for details), and overall cost-cutting initiatives that have been implemented. Additionally, VHS has been successful in raising additional financing, which includes issuance of the 2017 Notes for $21,000 in September 2017 and the MOB Loan for $46,220 in October 2017 (see subsequent events at Note 13 for additional details). Management believes that cash flows from operations and financing activities will provide sufficient capital resources to sustain operations through at least the next twelve months from the date the financial statements were issued.

2. Summary of Significant Accounting Policies

Basis for Presentation

The accompanying consolidated financial statements are prepared in conformity with U.S. generally accepted accounting principles and include the accounts of VHS after elimination of intercompany transactions. Certain reclassifications and changes in presentation were made in the 2016 consolidated financial statements to conform to the 2017 presentation. See the recent accounting pronouncements section below for additional details. All amounts in the consolidated financial statements and footnotes are presented in thousands.

Use of Estimates

The preparation of the consolidated financial statements in conformity with U.S. generally accepted accounting principles requires management to make certain estimates and assumptions that affect the reported amounts of assets, liabilities, and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. VHS considers critical accounting policies to be those that require more significant judgments and estimates in the preparation of its consolidated financial statements, including the following: recognition of net patient service revenue, which includes contractual allowances and discounts; provisions for doubtful accounts and charity care; assumptions for measurement of pension and other postretirement liabilities; and reserves for losses and expenses related to hospital professional and general liabilities, workers' compensation claims and out-of-

network services associated with certain at-risk capitation arrangements. Management bases its estimates on historical experience and various other assumptions that it believes are reasonable under the particular facts and circumstances. Actual results could differ materially from those estimates.

Medical Foundation

The VHS Medical Foundation was established in December 2011 and incorporated under the California regulations as a not-for-profit corporation exempted from income taxes under IRC Section 501(c)(3). The sole member of this corporation is VHS, acting through its board of directors.

Cash and Cash Equivalents

Cash equivalents consist primarily of highly liquid marketable securities with original maturities, at the time of purchase, of three months or less.

Patient Accounts Receivable, Allowance for Doubtful Accounts, and Net Patient Service Revenue

Patient accounts receivable and net patient service revenue are reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated settlements under reimbursement agreements with third-party payers. Settlements with third-party payers are accrued on an estimated basis in the period in which the related services are rendered and are adjusted in future periods as final settlements are determined.

VHS manages the receivables by regularly reviewing its patient accounts and contracts and by providing appropriate contractual allowances and allowances for doubtful accounts. These allowances are estimated based upon an evaluation of historical payments, negotiated contracts, and governmental reimbursements. Adjustments and changes in estimates are recorded in the period in which they are determined. The gross self-pay accounts receivable was reserved at 92% and 90% at June 30, 2017 and 2016, respectively, in total between the allowance for doubtful accounts and contractual allowances.

Patient service revenues, net of contractual allowances and discounts, are as follows:

Year Ended June 30,	2017	2016
Government	$ 913,460	$ 780,884
Contracted	333,258	332,686
Self-pay and others	54,287	48,109
Net patient service revenue	1,301,005	1,161,679
Less: Provision for doubtful accounts	(33,770)	(26,734)
Net patient service revenue less provision for doubtful accounts	$ 1,267,235	$ 1,134,945

Net patient service revenue includes contractual and other allowances (excluding charity care) of $5,260,897 and $4,676,402 for the years ended June 30, 2017 and 2016, respectively.

Significant concentrations of net patient accounts receivable are as follows:

As of June 30,	2017	2016
HMO/PPO/Commercial	40%	42%
Medicare	25	29
Medi-Cal	32	28
Other	3	1
Total	100%	100%

Inpatient acute care services, outpatient services, and skilled nursing services rendered to Medicare program beneficiaries are paid at prospectively determined rates per discharge. These rates vary according to a patient classification system that is based on clinical, diagnostic, and other factors. Certain inpatient non-acute services and defined capital and medical education costs related to Medicare beneficiaries are paid using a cost reimbursement methodology.

Health care services are provided free of charge or at a significant discount based on a sliding scale to individuals who meet certain financial criteria. VHS makes an effort to determine if a patient qualifies for charity care upon admission. If a patient is determined to qualify for charity care, services are rendered to the patient free of cost. The costs of providing these services are included in unsponsored community benefit expense and included as a deduction to net patient service revenue in the consolidated statement of operations. VHS estimates the cost of charity care by calculating a ratio of cost to usual and customary charges and applying that ratio to the usual and customary uncompensated charges associated with providing care to patients that qualify for charity care. The amount of charity care at cost was $10,444 and $13,981 for the years ended June 30, 2017 and 2016, respectively.

After satisfaction of amounts due from insurance and the application of financial discounts to patients' balances, and after exhausting all reasonable efforts to collect from the patients, a significant portion of VHS's uninsured and self-pay patient accounts are referred to third-party agencies based on VHS's established guidelines for further collection activities. As a result, VHS records a significant provision for doubtful accounts related to these uninsured patients in the period the services are rendered based on historical collection experience.

As part of VHS's mission to serve the community, VHS provides care to patients even though they may lack adequate insurance or may participate in programs that do not pay full charges. Reserves for charity care and uncollectible amounts have been established and are netted against patient accounts receivable in the consolidated balance sheets.

Payments from Medi-Cal and contracted-rate payers are based on a per-diem, per-discharge, modified cost, or capitated basis or a combination of these.

Adjustments for the finalization of prior year cost reports from both Medicare and Medi-Cal resulted in an increase to patient service revenues of $4,402 and $5,613, for the years ended June 30, 2017 and 2016, respectively. St. Francis Medical Center qualified for and received Medi-Cal funding as a disproportionate-share hospital from the state of California under Senate Bill (SB) 855. Related revenues were $30,542 and $27,029, for the years ended June 30, 2017 and 2016, respectively, and are included in net patient service revenue. Amounts to be received in future years, if any, are subject to annual determination.

The St. Francis Medical Center also received funding for Medi-Cal disproportionate-share hospitals under SB 1255. These SB 1255 funds are paid from the Emergency Services and Supplemental Payments Fund. Related revenues were $8,040 and $7,908, for the years ended June 30, 2017 and 2016, respectively, and are included in net patient service revenue. This funding must be applied for and approved each year.

The St. Francis Medical Center also qualifies for Medi-Cal funding as a disproportionate-share hospital from the state of California under SB 1732. This SB 1732 program permits health care facilities servicing a disproportionate share of Medi-Cal patients to receive supplemental reimbursement for a portion of their debt service for qualified capital projects. St. Francis Medical Center has an amendment to its Medi-Cal contract, which was executed on June 19, 1993, for reimbursement related to the St. Francis Medical Center Health Services Pavilion, which was completed in 1991. Related revenues were $2,213 and $2,220, for the years ended June 30, 2017 and 2016, respectively, and are included in net patient service revenue.

Other than St. Francis Medical Center, no other VHS entities received funding under SB 855, SB 1255 or SB 1732 for the years ended June 30, 2017 and 2016.

Inventories

Inventories consist of supplies and are stated at the lower of cost or market value, which is determined using the first-in, first-out method. Inventories are reviewed for obsolescence on a periodic basis. Amounts are included in other current assets.

Assets Limited as to Use

Assets limited as to use represent assets designated by the board of directors for future capital improvements, assets at Marillac designated by the board of directors for payment of workers' compensation and hospital professional and general liability claims, assets held by trustees under bond indenture agreements (refer the Series 2005 Bonds, Series 2015 Notes, and 2017 Assessment C-PACE Bonds at Note 9), and investments restricted by donors. Investment income or loss is included in deficiency of revenues over expenses, unless the income or loss is restricted by donor or law. The assets are reflected in the assets limited as to use line items in the consolidated balance sheets.

Investments

Investments received through gifts are recorded at estimated fair value at the date of donation. Gains and losses that result from market fluctuations are recognized in the period that such fluctuations occur. Realized gains or losses resulting from sales or maturities are calculated on an adjusted-cost basis. Adjusted-cost is the original cost of the security adjusted for any purchases or sales during the year. Dividend and interest income are accrued when earned.

VHS also maintains ownership interests in certain entities that are recorded under the equity method of accounting as VHS has the ability to exercise significant influence over the operating and financial policies of the investee. Equity method investments are recorded as other long-term assets in the consolidated balance sheet and earnings or losses associated with equity method investments are recorded as investment income (loss) in the consolidated statement of operations and changes in net assets.

Investment (loss) income includes the following:

Years Ended June 30,	2017	2016
Interest and dividends	$ 953	$ 867
Investment fees	(168)	(208)
Change in unrealized gains (losses) on investments - net	(1,489)	775
Net realized gains on sales of investments	5,385	555
Equity method investments - other-than-temporary impairment losses	(3,310)	-
Equity method investments - guarantee losses	(3,588)	-
Equity method investments - share of earnings (losses)	(118)	-
	(2,335)	1,989
Amounts included in changes in temporarily restricted net assets	(173)	(12)
Amounts included in changes in permanently restricted net assets	(65)	73
Investment (loss) income	$ (2,573)	$ 2,050

During the year ended June 30, 2017, VHS recorded other-than-temporary impairment losses of $3,310 associated with the decline in the fair value of certain surgery center investments that were purchased in January 2017. The decline in fair value resulted from the degradation in future estimated cash flows due to adverse changes in business conditions that occurred subsequent to the acquisition date. See Note 3 for additional details related to the initial purchase of non-controlling ownership interests in the surgery centers and a controlling ownership interest in the management company, Verity BASM Holdco, LLC. See Note 4 for additional details on the valuation methodology utilized to determine the fair value of the surgery center investments as of June 30, 2017.

During the year ended June 30, 2017, VHS also recorded investment losses of $3,588 associated with the guarantee of certain outstanding legal obligations on behalf of the surgery center equity method investees. See Note 3 for additional details on the terms of the guarantee. As of June 30, 2017, VHS estimated the fair value of the guarantee obligation to be $4,760, which resulted in the recording of a guarantee liability within other long-term liabilities. As this guarantee obligation was determined to represent an additional contribution to the investees, $1,172 was recorded as an increase in carrying value of VHS's equity method investment associated with VHS's portion of the investment and $3,588 was recorded as an investment loss associated with the non-contributing investees' portion of the investment. See Note 4 for additional details on the valuation methodology utilized to determine the fair value of the guarantee as of June 30, 2017.

Fair Value of Financial Instruments

The carrying amounts reported in the consolidated balance sheets for cash and cash equivalents, accounts receivable, accounts payable, accrued expenses, and due to/from government agencies approximate fair value due to their short-term nature. The fair value of investments is disclosed in Notes 4 and 8, and the fair value of debt is disclosed in Note 9.

Property and Equipment

Property and equipment are stated at cost if purchased, and at fair market value if donated. Depreciation of property and equipment is calculated using a half-year convention and the straight-line method for financial statement purposes. Estimated useful lives by classification are as follows:

Land improvements	5-25 years
Buildings	10-40 years
Building service equipment	5-25 years
Equipment	3-20 years
Software development	3-5 years

Long-Lived Asset Impairment

VHS routinely evaluates the carrying value of its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset, or related group of assets, may not be recoverable from estimated future undiscounted cash flows generated by the underlying tangible assets. When the carrying value of an asset exceeds the estimated recoverability, an asset impairment charge is recognized. The impairment tests are based on financial projections prepared by management that incorporate anticipated results from programs and initiatives being implemented and market value assessments of the assets. If the projections are not met, or if negative trends occur that impact the future outlook, the value of the long-lived assets may be impaired, which could be material. There was no long-lived asset impairment recorded for the years ended June 30, 2017 and 2016 associated with tangible assets.

VHS recorded an impairment loss of $6,858 associated with long-lived management contract intangible assets for the year ended June 30, 2017, which is included in goodwill and intangible asset impairment loss in the consolidated statement of operations and changes in net assets. See Note 3 for additional details.

Self Insurance

VHS is self-insured for hospital professional and general liabilities by a wholly-owned self-insured captive insurance company (Marillac). The provisions for estimated hospital professional and general liability claims include estimates of the ultimate costs for both uninsured reported claims and claims incurred-but-not-reported (IBNR), in accordance with actuarial projections or paid claims lag models based on past experience. Such claim reserves are based on the best data available to VHS; however, these estimates are subject to a significant degree of inherent variability. There is at least a reasonable possibility that a material change to the estimated reserves will occur in the near term. Such estimates are continually monitored and reviewed, and as reserves are adjusted, the

differences are reflected in current operations. Management is of the opinion that the associated liabilities recognized in the accompanying consolidated financial statements are adequate to cover such claims.

VHS has entered into reinsurance, stop loss, and excess policy agreements with independent insurance companies to limit its losses on hospital professional and general liability claims.

Hospital professional and general liabilities (HPL/GL) were $18,723 and $16,802, discounted at a rate of 4% as of June 30, 2017 and 2016, respectively. Management is not aware of any potential hospital professional and general liability claims whose settlement would have a material adverse effect on VHS's consolidated financial position.

Workers' Compensation Insurance

VHS is insured for workers' compensation claims with major independent insurance companies, subject to certain deductibles of $500 per occurrence as of June 30, 2017 and 2016. Based on actuarially determined estimates, provisions have been made in the consolidated financial statements, with the current portion included within accrued liabilities and the non-current portion within workers' compensation and hospital professional and general liabilities, for all known claims and IBNR claims as of June 30, 2017 and 2016. Workers' compensation liabilities were $26,274 and $24,752, discounted using a rate of 4%, as of June 30, 2017 and 2016, respectively. Estimation differences between actual payments and amounts recorded in previous years are recognized as expense in the year such amounts become determinable.

IBNR Claims under Premium Revenue Arrangements

Certain entities of VHS have capitation arrangements with various payers to provide medical services to enrollees. VHS accrues costs when services are rendered under these contracts, including estimates of IBNR claims and amounts receivable/payable under risk-sharing arrangements. The IBNR accrual includes an estimate of the costs for which VHS is responsible, including out-of-network services. The IBNR reserves are reported in accrued expenses and other current liabilities in the consolidated balance sheets (see Note 7 for additional information). Medical claims expense associated with premium revenue arrangements is separately reported in the consolidated statement of operations and changes in net (deficit) assets.

IBNR reserves are estimated based on actuarial studies, historical reporting, and payment trends. Subsequent actual claims experience will differ from the estimated liability due to variances in estimated and actual utilization of health care services, the amount of charges, and other factors. As settlement are made and estimates are revised, the differences are reflected in current operations.

The following table presents the roll-forward of the medical claims and IBNR liabilities as of and for each of the fiscal years ended June 30, 2017 and 2016:

June 30,	2017	2016
Medical claims and IBNR liabilities as of beginning of year	$ 31,415	$ 35,556
Claims expenses incurred during the year	61,959	65,380
Claims paid during the year	(61,477)	(69,521)
Medical claims and IBNR liabilities as of end of year	$ 31,897	$ 31,415

Asset Retirement Obligations (AROs)

AROs are legal obligations associated with the retirement of long-lived assets. These liabilities are initially recorded at fair value, and the related asset retirement costs are capitalized by increasing the carrying amount of the related assets by the same amount as the liability. Asset retirement costs are subsequently depreciated over the useful lives of the related assets. Subsequent to initial recognition, VHS records period-to-period changes in the ARO liability resulting from the passage of time. VHS has recorded ARO liabilities of $3,844 and $3,627 in other long-term liabilities as of June 30, 2017 and 2016, respectively.

Revenue Guarantees

VHS has agreements with physicians whereby minimum revenues are guaranteed by VHS for stipulated dollar amounts over specified periods, as defined in the contracts. VHS records a liability for the amount of the guaranteed revenue at the time the contract is entered into and adjusts the liability as it is expended. VHS has recorded liabilities of $754 and $922 in accrued expenses and other current liabilities as of June 30, 2017 and 2016, respectively.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those for which use by VHS has been limited by donors to a specific time period or purpose. Permanently restricted net assets have been restricted by donors to be maintained by VHS in perpetuity.

California Hospital Fee Program

California legislation established a program in 2009 that imposes a Quality Assurance Fee (QA Fee) on certain general acute-care hospitals in order to make supplemental and grant payments and increased capitation payments (Supplemental Payments) to hospitals up to the aggregate upper payment limit for various periods. There have been four such programs (the Programs) since inception.

The Programs are designed to make supplemental inpatient and outpatient Medi-Cal payments to private hospitals, including additional payments for certain facilities that provide high-acuity care and trauma services to the Medi-Cal population. This hospital QA Fee program provides a mechanism for increasing payments to hospitals that serve Medi-Cal patients, with no impact on the state's General Fund. Payments are made directly by the state or Medi-Cal managed care plans, which will receive increased capitation rates from the state in amounts equal to the Supplemental Payments. Outside of the legislation, the California Hospital Association has created a private program,

operated by the California Health Foundation and Trust (CHFT), which was established to alleviate disparities potentially resulting from the implementation of the Programs.

The Programs require full federal approval by the Centers for Medicare and Medicaid Services (CMS) in order for them to be fully enacted. If final federal approval is not ultimately obtained, provisions in the underlying legislation allowed for the QA Fee, previously assessed, and Supplemental Payments, previously received, to be returned and recouped, respectively.

In October 2013, the fourth program (36-Month Program), covering the period from January 2014 to December 2016, was signed into law by the governor of California. The fee-for-service payments of the 36-Month Program were approved in December 2014 by CMS. The first six months of non-expansion managed care payments were approved by CMS in June 2015. The first six months of expansion managed care payments were approved by CMS in March 2016. On December 30, 2016, CMS approved the managed care payments spanning July 1, 2014, to December 31, 2014 for the expansion population and July 1, 2014 to June 30, 2015, for the non-expansion population.

VHS recognized payments to the California Department of Health Care Services for the QA Fee in the amount of $70,032 and $84,221 and pledge payments to CHFT of $2,428 and $1,228 within purchased services and other expenses for the years ended June 30, 2017 and 2016, respectively. VHS also recognized Supplemental Payment revenue in the amount of $169,686 and $134,061 within the net patient service revenues for the years ended June 30, 2017 and 2016, respectively. For the year ended June 30, 2017, these amounts include the six months of the 36-Month Program related to the fee-for-service portion (July 1, 2016 through December 31, 2016) and the managed care rates approved by CMS on December 30, 2016 noted above.

Refer to Note 6 and Note 7 for additional information on the assets and liabilities recorded at June 30, 2017 and 2016, associated with the provider fee programs.

Premium Revenue

Certain entities of VHS have capitation arrangements with various payers to provide medical services to enrollees. Under these arrangements, VHS receives monthly payments on a per member per month basis (PMPM), regardless of services actually performed by VHS. Premium revenues are recognized during the period in which VHS is obligated to provide services to enrollees.

Meaningful Use Incentives

The American Recovery and Reinvestment Act of 2009 established payments under the Medicare and Medi-Cal programs for certain professionals and hospitals that meaningfully use certified electronic health record (EHR) technology. The Medicare incentive payments are paid out to qualifying hospitals over four consecutive years on a transitional schedule. To qualify for Medi-Cal incentives, hospitals and physicians must annually meet EHR "meaningful use" criteria that become more stringent over three stages as determined by CMS. For the years ended June 30, 2017 and 2016, VHS has recorded meaningful use incentive payments of $1,378 and $507, respectively. These incentive payments have been recorded as other operating revenue in the VHS consolidated statements of operations and are recorded under the gain contingency method. Such incentives are subject to audit and recapture by the relevant authorities.

Other Operating Revenue

Included in other operating revenue are amounts from rental revenues, cafeteria revenues, meaningful use incentives, grant revenues, and other non-patient care revenue.

Contributions

Unconditional promises to give cash and other assets to VHS are reported at fair value at the date the promise is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets. Net assets released from restrictions used for operations are also included in other operating revenue as contribution revenue to the Hospitals.

Refer to Note 1 for additional information on the unrestricted contribution revenue recorded during the years ended June 30, 2017 and 2016, associated with the release of the Blue Mountain restricted contributions.

Interest Expense

Interest expense on debt issued for construction projects, net of income earned on the funds held pending use, is capitalized from the date of the borrowing until the projects are placed in service. Interest components include the following:

Years Ended June 30,	2017	2016
Total interest expense	$ 29,041	$ 20,943
Less: capitalized interest expense	(907)	(350)
Net interest expense	$ 28,134	$ 20,593

Income Taxes

VHS has established its status as an organization exempt from income taxes under IRC Section 501(c)(3) and the laws of California. Certain activities of the operating entities of VHS may be subject to income taxes; however, such activities are not significant to the consolidated financial statements.

Performance Indicator

Management considers the (deficit) excess of revenues over expenses to be VHS's performance indicator. (Deficit) excess of revenues over expenses includes all changes in unrestricted net assets, except net assets released from restrictions used for purchase of property and equipment, the change in funded status of pension plans, and other.

Certain Obligated Group members have a policy whereby assets are periodically transferred as charitable distributions to subsidiaries of VHS that are not members of the Obligated Group. These transfers are accounted for as direct charges to the Obligated Group members' unrestricted net assets. It is anticipated that Obligated Group members will continue to make asset transfers to the subsidiaries. These transfers are eliminated upon consolidation.

Recent Accounting Pronouncements

In March 2017, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2017-07, *Compensation - Retirement Benefits: Improving the Presentation of Net Periodic Pension Costs and Net Periodic Postretirement Benefit Cost.* This guidance was issued to improve the reporting of net benefit cost in the financial statements to make this information more transparent. Under the guidance, an employer must report the service cost component in the same line item or items as other compensation costs arising from services rendered by pertinent employees during the period. The other components of net benefit cost are required to be presented in the statement of operations separately from the service cost component and outside the subtotal of income from operations if one is presented. ASU 2017-07 is effective for annual reporting periods beginning after December 15, 2017. Early adoption is permitted. VHS is currently evaluating the impact of this new standard on the consolidated financial statements.

In January 2017, the FASB issued ASU 2017-02, *Not-For-Profit Entities - Consolidation: Clarifying When a Not-For-Profit Entity That is a General Partner or Limited Partner Should Consolidate a For-Profit Limited Partnership or Similar Entity.* The amendments in this ASU retain the consolidation guidance that existed in Subtopic 810-20 by including it in Subtopic 958-810 (not-for-profit consolidation guidance). ASU 2017-02 is effective for annual periods beginning after December 15, 2016 and early adoption is permitted. VHS early adopted this guidance for the year ended June 30, 2017. Adoption of this guidance did not have a material effect on the consolidated financial statements.

In August 2016, the FASB issued ASU 2016-15, *Classification of Certain Cash Receipts and Payments.* This guidance adds or clarifies guidance on the classification of certain cash receipts and payments in the statement of cash flows. ASU 2016-15 is effective for annual periods beginning after December 15, 2018. VHS is currently evaluating the impact of this new standard on the consolidated financial statements.

In August 2016, the FASB issued ASU 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements for Not-For-Profit Entities,* which will require not-for-profit entities to revise financial presentation to include: net asset classifications, provide quantitative and qualitative information as to available resources and management of liquidity and liquidity risk, information on investment expenses and returns, and the presentation of operating cash flows. The standard aims to help the reader of the financial statements to better understand the financial position of the organization and enhance consistency among similar organizations. ASU 2016-14 is effective for annual periods beginning after December 15, 2017. Early adoption is permitted. VHS is currently evaluating the impact of this new standard on the consolidated financial statements.

In February 2016, the FASB issued ASU 2016-02, *Leases, (Topic 842): Amendments to the FASB ASC.* ASU 2016-02 amends the existing accounting standards for lease accounting, including requiring lessees to recognize most leases on their balance sheets and making targeted changes to lessor accounting. The new standard requires a modified retrospective transition approach for all leases existing at, or entered into after, the date of initial application, with an option to use certain transition relief. The amendments in this update are effective for fiscal years (and interim reporting periods within fiscal years) beginning after December 15, 2018. Early adoption of the amendments is permitted for all entities. VHS is currently evaluating the impact of this new standard on the consolidated financial statements.

In July 2015, the FASB issued ASU 2015-11, *Simplifying the Measurement of Inventory.* This standard requires entities to measure most inventories at the lower of cost or net realizable value. ASU 2015-11 is effective for annual periods beginning after December 15, 2016. VHS does not expect this guidance to have a material effect on the consolidated financial statements.

In April 2015, the FASB issued ASU 2015-07, *Fair Value Measurement (Topic 820): Disclosures for Investments in Certain Entities that Calculate Net Asset Value per Share (or its Equivalent).* The standard removes the requirement to categorize, within the fair value hierarchy, investments for which fair value is measured using the net asset value per share as a practical expedient. VHS adopted ASU 2015-07 retrospectively for the fiscal year ended June 30, 2017. As a result of the retrospective adoption, VHS removed any investments from the fair value hierarchy for which fair value is measured using the NAV per share as a practical expedient. Refer to the fair value disclosures for VHS's pension plan assets in Note 8 for additional details.

In April 2015, the FASB issued ASU 2015-03, *Interest-Imputation of Interest: Simplifying the Presentation of Debt Issuance Costs.* The standard amends existing guidance to require the presentation of debt issuance costs in the balance sheet as a deduction from the carrying amount of the related debt liability instead of as an asset. VHS adopted ASU 2015-03 retrospectively for the fiscal year ended June 30, 2017. As a result of the retrospective adoption, VHS reclassified unamortized debt issuance costs of $4,483 from other long-term assets to a reduction in long-term debt in the consolidated balance sheet as of June 30, 2016.

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606),* and in August 2015, the FASB issued ASU 2015-14, *Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date,* which defers the effective date of ASU 2014-09 by one year. ASU 2014-09 requires the entity to recognize revenue for the transfer of goods or services equal to the amount that it expects to be entitled to receive for those goods or services, effective for periods beginning after December 15, 2017. VHS is currently evaluating the impact of this new standard on the consolidated financial statements.

3. Acquisitions

In January 2017, VHS expanded it ambulatory footprint by obtaining (1) a 51% controlling ownership interest in a newly formed management company, Verity BASM Holdco, LLC (a.k.a. Surgical Partners of California or BASM) which has agreements to manage multiple ambulatory surgery centers in the San Francisco Bay Area and (2) a non-controlling ownership interest in five of the surgery centers managed by BASM. The partnership is expected to advance VHS's goal of evolving into an integrated healthcare delivery network for the communities served.

VHS determined that the acquisition of BASM should be consolidated in the financial statements of VHS and the 49% non-controlling ownership interest should be separately presented. Refer below for additional details on the assets, liabilities and net assets recorded in connection with the purchase price allocation for BASM. VHS also determined that its non-controlling ownership interests in five of the surgery centers managed by BASM ranging from 20% - 25% should be accounted for under the equity method of accounting.

The consideration for the above ownership interests included a cash payment of approximately $15,000 and the assumption of a guarantee associated with an outstanding legal obligation owed by BASM and the five surgery centers for which VHS acquired an ownership interest (collectively, the "defendants"). The $15,000 purchase price was allocated between BASM and the five surgery centers based on the respective business valuations for VHS's ownership interest in each entity, which were determined using a discounted cash flow approach and appropriate discounts for lack of control and marketability, as required. Discount rates utilized to determine the business valuations ranged from 13% - 17% depending on the level of risk associated with the business operations.

Based on the valuations, approximately $7,165 was allocated to the five surgery centers and was recorded as equity-method investments and $7,835 was allocated to BASM, representing VHS's ownership interests in the net assets of BASM. In the opening balance sheet of BASM as of January 2017, VHS recorded (1) total assets of $21,799, including $12,720 of intangible assets, $5,702 of goodwill and $3,377 of tangible assets; and (2) total liabilities of $6,436 associated with the assumed legal obligations. The total net assets of $15,363 were allocated as $7,835 for VHS's controlling interest and $7,528 for the non-controlling interest. The intangible assets are associated with the management contracts assumed and are being amortized over a useful life ranging from 5 to 15 years in accordance with the duration of the contracts.

In connection with the transaction, VHS simultaneously entered into a series of Reimbursement Agreements with the defendants requiring that they reimburse VHS for any payments made under the guarantee agreement. Such reimbursement may either be in the form of cash payments or VHS has the ability to recover such amounts by acquiring additional membership units in the respective entities. The initial amount of the guarantee was $20,000 plus accrued interest at 6% per annum. As of June 30, 2017, the outstanding obligation at risk under the guarantee is $15,000 plus interest.

On June 30, 2017, which represents the annual impairment testing date, VHS concluded there were impairment indicators associated with VHS's equity method investments in certain of the surgery centers and the management contract intangible assets and goodwill recorded at BASM. Such impairment indicators resulted from significant adverse trends in the most recent estimates of future cash flows for both the surgery centers and BASM. As a result of the impairment analysis, VHS recorded (1) $3,310 of other-than-temporary impairment losses for its equity method investments in investment loss (see Note 2 for additional detail); (2) $6,858 of impairment losses for the management contract intangible assets at BASM in operating expenses; and (3) $3,374 of impairment losses for goodwill at BASM in operating expenses. See Note 4 for additional details on the valuation methodology utilized to determine the fair value of the respective assets and record the impairment charges as of June 30, 2017.

As a result of the impairment indicators identified at June 30, 2017, VHS also re-assessed the probability associated with a contingent loss under the guarantee agreement and recorded a guarantee obligation of $4,760 in other long-term liabilities. As this guarantee obligation was determined to represent an additional contribution to the surgery centers investees, $1,172 was recorded as an increase in carrying value of VHS's equity method investment associated with VHS's portion of the investment and $3,588 was recorded as an investment loss associated with the non-contributing investees' portion of the investment. See Note 4 for additional details on the valuation methodology utilized to determine the fair value of the guarantee as of June 30, 2017.

4. Fair Value Measurements

VHS accounts for certain assets at fair value or on a basis that approximates fair value. A fair value hierarchy for valuation inputs has been established to prioritize the valuation inputs into three levels based on the extent to which inputs used in measuring fair value are observable in the market. Each fair value measurement is reported in one of the three levels, which is determined by the lowest-level input that is significant to the fair value measurement in its entirety. These levels are as follows:

- *Level 1* - Quoted prices are available in active markets for identical assets as of the measurement date. Financial assets in Level 1 include listed equities and money market balances.
- *Level 2* - Pricing inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets. Financial assets in this category generally include asset-backed securities, corporate bonds, municipal bonds, and commingled investment funds.
- *Level 3* - Pricing inputs are generally unobservable for the assets and include situations where there is little, if any, market activity for the investment. The inputs used in determination of fair value require management's judgment or estimation of assumptions that market participants would use in pricing the assets. Therefore, the fair values are determined using factors that involve judgment and interpretations, including discounted cash flow models and similar techniques.

The following represents assets measured at fair value on a recurring basis:

	June 30, 2017		
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Other investments - assets limited as to use:			
Cash equivalents	$ 16,949	$ 16,949	$ -
Debt securities issued by foreign corporations	262	-	262
Debt securities issued by the U.S. Treasury and other U.S. government corporations	21,162	-	21,162
Government mortgage-backed securities	7,376	-	7,376
Corporate U.S. debt securities	11,194	-	11,194
Investment held in trust account	4,238	-	4,238
	61,181	16,949	44,232
Under bond indenture agreements - assets limited as to use:			
Cash equivalents	63,493	63,493	-
Total assets limited as to use	$ 124,674	$ 80,442	$ 44,232

	June 30, 2016		
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Other investments - assets limited as to use:			
Cash equivalents	$ 60,264	$ 60,264	$ -
Debt securities issued by foreign corporations	2,063	-	2,063
Debt securities issued by the U.S. Treasury and other U.S. government corporations	13,919	-	13,919
Government mortgage-backed securities	1,096	-	1,096
Commercial mortgage-backed securities	5,111	-	5,111
Corporate U.S. debt securities	13,450	-	13,450
Index funds	10,416	-	10,416
Investment held in trust account	5,924	-	5,924
	112,243	60,264	51,979
Under bond indenture agreements - assets limited as to use:			
Cash equivalents	25,154	25,154	-
Total assets limited as to use	$ 137,397	$ 85,418	$ 51,979

There were no transfers to or from Levels 1, 2, or 3 during the years presented. The Level 2 financial assets listed in the fair value hierarchy tables above use the following valuation techniques and inputs:

For marketable securities, such as foreign corporation and U.S. government debt securities, government and commercial mortgage-backed securities, corporate U.S. debt securities, index funds, and beneficial interest held in trust accounts, wherein identical quoted market prices are not readily available, the fair value of such investments is determined based on market participant pricing or other available market data for comparable instruments and transactions at the measurement date. VHS, therefore, incorporates industry-standard valuation techniques as inputs to fair valuation of its investments designated as Level 2.

VHS's rationale for the assignment of levels is based on types or classes of financial assets, rather than an analysis of each individual asset. Key consideration in the assignment of levels was given to the determination of a security's fair valuation measurement if obtained from an active market, and then further consideration was given for the types of inputs used to evaluate the fair value price. This approach has been supported by management's analysis of the methodology, the evaluated pricing models, and inputs used by its pricing vendors. It is also consistent with industry practice.

Where quoted prices are available in an active market (exchange-traded), the securities are classified as Level 1. It is a market in which transactions occur with sufficient frequency and volume to provide pricing information on an ongoing basis. If quoted market prices are not readily available for a specific financial asset, then value is determined using quoted prices of assets with similar characteristics and is classified as Level 2. Examples of these categories are VHS's investment in high-yield debt securities, collateralized mortgage obligations, and fixed-income prices provided by

a broker-dealer. In cases where there is limited activity and less transparency associated with inputs to the valuation, VHS will designate the investments as Level 3. There were no Level 3 investments at June 30, 2017 and 2016.

Impairment Losses

During the year ended June 30, 2017, VHS recorded (1) $3,310 of other-than-temporary impairment losses for its equity method investments; (2) $6,858 of impairment losses for the management contract intangible assets at BASM; and (3) $3,374 of impairment losses for goodwill at BASM. These represent non-recurring fair value measurement as of June 30, 2017. See Notes 2 and 3 for additional details. The fair value of the respective assets was determined using a discounted cash flow approach and appropriate discounts for lack of control and marketability, as required. Discount rates utilized to determine the business valuations ranged from 13% - 15% depending on the level of risk associated with the business operations. Such fair value measurements represent Level 3 fair value measurements as they utilize significant unobservable inputs.

Guarantee

During the year ended June 30, 2017, VHS recorded a guarantee liability of $4,760 associated with the guarantee of certain outstanding legal obligations on behalf of the surgery center equity method investees. This represents a non-recurring fair value measurement as of June 30, 2017. See Note 3 for additional details on the terms of the guarantee. The fair value of the guarantee was estimated based on the contingent loss associated with the estimated payments to be made under the guarantee in the event of a default by the surgery centers.

Investment Held in Trust Accounts

VHS is the beneficiary of a split-interest agreement from a donor. The related assets are controlled and invested by an independent third party. VHS records the assets based on the fair value of the underlying investments.

5. Property and Equipment

Property and equipment consists of the following:

June 30,	2017	2016
Land	$ 26,235	$ 28,970
Land improvements	20,226	20,252
Buildings and service equipment	703,766	705,025
Equipment	543,947	524,828
Construction in progress	24,209	8,139
Total	1,318,383	1,287,214
Less accumulated depreciation	(1,071,341)	(1,042,302)
Property and equipment, net	$ 247,042	$ 244,912

VHS recorded depreciation expense of $34,453 and $48,308 for the years ended June 30, 2017 and 2016, respectively.

6. Other Assets

Other current assets consist of the following:

June 30,	2017	2016
Inventories	$ 24,032	$ 21,501
Prepaid expenses	8,377	13,129
Provider fee receivables	35,960	51,761
Other receivables	14,357	5,343
Pledges receivable	4,533	2,968
Deposits	2,782	5,108
Other	5,151	6,463
Total other current assets	$ 95,192	$ 106,273

Other long-term assets consist of the following:

June 30,	2017	2016
Notes receivable	$ 3,271	$ 646
Intangible assets	5,398	-
Goodwill	3,225	-
Assets held for sale	2,469	-
Equity-method investments	5,041	-
Other	5,681	5,232
Total other long-term assets	$ 25,085	$ 5,878

7. Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consist of the following:

June 30,	2017	2016
Wages and benefits	$ 64,155	$ 66,471
Medical claims and IBNR	31,897	31,415
Deferred management fees	46,228	16,108
Current portion of workers' compensation and hospital professional and general liability	8,855	9,805
Provider fee payables and advances	55,707	29,361
Other	47,287	64,243
Total accrued expenses and other current liabilities	$ 254,129	$ 217,403

8. Pension and Other Postretirement Benefit Plans

VHS maintains single employer defined benefit retirement plans and participates in a multi-employer defined benefit retirement plan. The plans have been frozen for all employees, except members of the California Nurses Association (CNA). Benefits are generally based on age, years of service, and employee compensation. VHS also offers postretirement health care benefits to a limited number of its employees. The postretirement health care benefits are determined based on age and years of service.

The multiemployer defined benefit pension plan is called the Retirement Plan for Hospital Employees (RPHE). The entities that participate in the RPHE are Seton Medical Center, Seton Medical Center Coastside, O'Connor Hospital, Saint Louise Regional Hospital, and Caritas Business Services (however, as noted above, only CNA members at these locations earn new benefits under the plan). Benefits are generally based on years of service and the employee's compensation. Contributions to the plan are based on actuarially determined amounts sufficient to meet the benefits to be paid to plan participants and satisfy IRS funding requirements. VHS recorded benefits expense of $21,093 and $17,223 associated with required cash contributions to the RPHE during the fiscal years ended June 30, 2017 and 2016, respectively.

VHS also maintains single-employer defined benefit pension plans (the Retirement Plans). VHS associates at St. Francis Medical Center, St. Vincent Medical Center, O'Connor Hospital, Saint Louise Regional Hospital, and the system office are eligible to participate in this plan (however, as noted above, only CNA members continue to earn new benefits under the plan). VHS contributed $41,678 and $12,915 to the Retirement Plans during the fiscal years ended June 30, 2017 and 2016, respectively.

VHS also maintains a retiree health insurance program (the Postretirement Healthcare Plan), which provides medical benefits to retirees from early retirement to age 65 only. VHS employees at O'Connor Hospital, St. Louise Regional Hospital, Seton Medical Center, and Seton Medical Center Coastside are eligible to participate in this plan. The Postretirement Healthcare Plan is an unfunded plan. VHS contributed $50 and $58 to the Postretirement Healthcare Plan during the fiscal years ended June 30, 2017 and 2016, respectively.

Defined Contribution Retirement Plans

In addition to the above pension plans, VHS maintains three different defined contribution retirement plans for its employees. One of these defined contribution plans (TSA/403(b)) includes employee voluntary contributions only. A second defined contribution plan (Match Benefit) requires employer contributions and the benefits are based on a percentage of the employees' contributions to the TSA/403(b). A third plan covers all employee groups except members of the CNA and is a fully employer-paid defined contribution plan with benefits based on a percentage of compensation. During the fiscal years ended June 30, 2017 and 2016, the employer's contribution expense for the defined contribution plans was $18,481 and $21,749, respectively.

The funded status of the Retirement Plan and the Postretirement Healthcare Plan benefits is as follows:

	June 30, 2017		June 30, 2016	
	Retirement Plans	Postretirement Healthcare Plan	Retirement Plans	Postretirement Healthcare Plan
Change in benefit obligation:				
Benefit obligation - beginning of year	$ 573,239	$ 1,956	$ 523,435	$ 3,656
Service cost	1,837	98	2,062	181
Interest cost	22,929	73	24,614	163
Actuarial loss (gain)	(887)	(1,205)	47,408	(1,986)
Plan change	(10,702)	-	-	-
Benefits paid	(21,528)	(50)	(24,280)	(58)
Benefit obligation - end of year	$ 564,888	$ 872	$ 573,239	$ 1,956
Accumulated benefit obligation	$ 564,792	$ 872	$ 563,329	$ 1,956

	June 30, 2017		June 30, 2016	
	Retirement Plans	Postretirement Healthcare Plan	Retirement Plans	Postretirement Healthcare Plan
Change in plan assets:				
Fair value of plan assets - beginning of year	$ 270,880	$ -	$ 275,824	$ -
Actual return on plan assets	26,786	-	8,133	-
Employer contribution	41,678	50	12,915	58
Benefits paid	(21,528)	(50)	(24,280)	(58)
Administrative expenses	(6,058)	-	(1,712)	-
Fair value of plan assets - end of year	$ 311,758	$ -	$ 270,880	$ -
Funded status	$ (253,130)	$ (872)	$ (302,359)	$ (1,956)

Amounts that have not yet been recognized as components of net period benefit cost are as follows:

	June 30, 2017		June 30, 2016	
	Retirement Plans	Postretirement Healthcare Plan	Retirement Plans	Postretirement Healthcare Plan
Net actuarial loss (gain)	$ 225,849	$ -	$ 234,717	$ (12,042)
Prior service costs	(10,518)	-	-	280
Total amount not recognized	$ 215,331	$ -	$ 234,717	$ (11,762)

The components of net period benefit cost and amounts recognized in the consolidated statements of operations and changes in net assets apart from expenses are as follows:

	Year Ended June 30, 2017		Year Ended June 30, 2016	
	Retirement Plans	Postretirement Healthcare Plan	Retirement Plans	Postretirement Healthcare Plan
Components of net periodic benefit cost (income):				
Service cost	$ 1,837	$ 98	$ 2,062	$ 181
Interest cost	22,929	73	24,614	163
Expected return on plan assets	(18,665)	-	(18,611)	-
Net prior service cost amortization	(184)	72	-	72
Amortization of actuarial loss (gain)	5,918	(1,193)	4,463	(987)
Immediate recognition of previously deferred cost (income)	-	(11,846)		
Cost of special events	-	-	1,810	-
Total	$ 11,835	$ (12,796)	$ 14,338	$ (571)
Change in net assets apart from periodic benefit cost:				
Net actuarial loss (gain)	$ (2,950)	$ (1,205)	$ 59,598	$ (1,986)
Net prior service cost (credit)	(10,702)	-		
Deduct:				
Amortization of prior service cost	184	(72)	-	(72)
Amortization of actuarial (loss) gain	(5,918)	1,193	(6,273)	987
Other Adjustments	-	11,846	-	-
Total	$ (19,386)	$ 11,762	$ 53,325	$ (1,071)

The estimated actuarial loss (gain) and prior service cost for the Retirement Plans that will be amortized into net periodic benefit cost over the next fiscal year is $6,213 and ($368), respectively.

During the fiscal year ended June 30, 2017, $11,846 remaining in net assets associated with prior service cost and net actuarial gains for the Postretirement Healthcare Plan was immediately recognized into net periodic benefit cost as a reduction of expense. During the next fiscal year any prior service cost (credits) and net actuarial losses (gains) will continue to be recognized immediately into net periodic pension cost and will not be amortized in future periods.

Assumptions

The weighted-average assumptions used to determine benefit obligations and net period benefit costs, are as follows:

	June 30, 2017		June 30, 2016	
	Retirement Plans	Postretirement Healthcare Plan	Retirement Plans	Postretirement Healthcare Plan
Weighted-average assumptions used to determine benefit obligations:				
Discount rate	3.84% - 4.00%	3.70%	4.05%	3.85%
Rate of compensation increase (rate of 4.00% used for 2019 and later)	5.00%	N/A	2.50%	N/A
Weighted-average assumptions used to determine net periodic benefit costs:				
Discount rate	3.31% - 3.98%	3.85%	4.80%	4.55%
Expected return on plan assets	6.75%	N/A	7.00%	N/A
Rate of compensation increase	5.00%	N/A	2.50%	N/A

Expected Return on Plan Assets

The Retirement Plan's estimated long-term rate of return on pension assets is driven primarily by historical asset-class returns, an assessment of expected future performance, advice from external actuarial firms, and the incorporation of specific asset-class risk factors. Asset allocations are periodically updated using pension plan asset/liabilities studies, and VHS's estimated long-term rates of return are consistent with these studies.

Discount Rate

The discount rate assumptions used to determine the retirement and postretirement benefit plan obligations and expenses reflect the prevailing rates available on high-quality, fixed-income debt instruments. The rate was based on cash flow analysis that matched estimated future benefit payments to the bond discount yield curve as of June 30, 2017 and 2016. Approximately 98% of VHS's retirement plan liabilities were measured using a discount rate 3.84% as of June 30, 2017.

During the fiscal year ended June 30, 2017, the discount rate was updated from a single equivalent discount rate used to determine the projected benefit obligation and net periodic benefit cost to separate discount rates used for determining the projected benefit obligation, interest on the projected benefit obligation, service cost and interest on service cost. The range of discount rates used to determine the separate components have been included in the table above.

Other Benefit Assumptions

For the measurement of accumulated postretirement benefit obligations at June 30, 2017, the Postretirement Healthcare Plan assumed health care cost trend rates start at 8.00% in 2017 and decrease by 0.25%-0.50% annually, reaching an ultimate rate of 5.50% in fiscal year 2023. A one-percentage-point change in assumed health care cost trend rates would not have a material effect on VHS's consolidated financial statements.

Plan Assets and Investment Strategy

The following information represents VHS's pension plan assets measured at fair value and indicate the fair value hierarchy and valuation techniques utilized to determine such fair value:

	June 30, 2017		
	Total Balance	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Cash equivalents	$ 7,079	$ 7,079	$ -
Fixed-income securities and funds	82,310	-	82,310
Domestic stocks and funds	39,129	16,132	22,997
Real estate equity fund investments	16,159	-	16,159
Foreign stocks	2,200	2,200	-
Subtotal plan assets	146,877	25,411	121,466
Investments measured at net asset value:			
Domestic stock funds			$ 66,789
International stock funds			60,410
Fixed income funds			37,682
Total plan assets			$ 311,758

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	June 30, 2016		
	Total Balance	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Cash equivalents	$ 3,852	$ 3,852	$ -
Common collective trust funds	6,035	-	6,035
Fixed-income funds	70,580	-	70,580
Domestic stocks	46,765	46,765	-
Real estate equity investments	14,002	14,002	-
Subtotal plan assets	141,234	64,619	76,615
Investments measured at net asset value:			
Domestic stock funds			$ 58,676
International stock funds			49,734
Fixed income funds			21,236
Total plan assets			$ 270,880

As of June 30, 2017, $1,842 of the plan's cash balance was held in a separate non-interest-bearing cash account for the purpose of claims disbursement by the plan's administrator.

VHS's investment strategy for the assets of the Retirement Plan is designed to preserve principal while earning returns relative to the overall market consistent with a prudent level of risk. The strategy balances the liquidity needs of the Retirement Plan with the long-term return goals necessary to satisfy future obligations. The target asset allocation is diversified across traditional asset classes. Diversification is also achieved through participation in U.S. and non-U.S. markets, investment manager style, philosophy, and capitalization. The complementary investment styles and approaches used by investment managers are aimed at reducing volatility while capturing the equity premium from the capital markets over the long term. Risk tolerance is established through consideration of plan liabilities, plan funded status, and VHS's consolidated financial condition. Consistent with VHS's fiduciary responsibilities, the fixed-income allocation generally provides for security of principal to meet near-term expenses and obligations. Periodic reviews of the market values and corresponding asset allocation percentages are performed to determine whether a rebalancing of the portfolio is necessary.

The following were the target asset allocations as of June 30, 2017, by major asset classification:

Fixed-income	35%
Domestic stocks	29
Foreign stocks	19
Inflation linked	17
Total plan assets	100%

Cash Contributions and Benefit Payments

VHS expects to contribute $46,048 to the Retirement Plans and $58 to the Postretirement Healthcare Plan during fiscal year ending June 30, 2018. The expected contributions to the Retirement Plans include an additional expected contribution of approximately $7,619 resulting from a shortfall in 2017 charity care requirement established by the Attorney General in connection with the Restructuring Agreement.

The benefit payments, which reflect expected future service, as appropriate, expected to be paid in each of the next five years, and in aggregate for the next five years, are as follows:

	Retirement Plan Benefits	Postretirement Healthcare Benefits
2018	$ 23,834	$ 58
2019	25,316	47
2020	27,251	50
2021	29,016	55
2022	30,166	60
Next five years	161,490	330

Multiemployer Plan

Certain affiliated entities in Northern California participate in multiemployer defined benefit retirement plans as described below (in thousands):

Plan	Pension Plan Employer Identification Number/Plan Number	Pension Protection Act Zone Status June 30 2017	Pension Protection Act Zone Status June 30 2016	Funding Improvement/ Rehabilitation Plan Status June 30, 2017
Retirement Plan for Hospital Employees	94-2995676/001	Green	Green	No

Pension Protection Act Zone Status (from worst to best):

Critical Status	Red
Seriously Endangered	Orange
Endangered	Yellow
None of the above	Green

Plan	Pension Plan Employer Identification Number/Plan Number	Contributions 2018 (Expected)	2017	2016	Surcharge Imposed (during 2013)	Collective Bargaining Agreement Expiration Date
Retirement Plan for Hospital Employees	94-2995676/001	$15,706	$21,093	$ 17,223	No	October 31, 2018

Since March 1, 2011, participant benefits were frozen for the non-contractual employees of the two participating affiliates in the Retirement Plan for Hospital Employees. Beginning January 1, 2013, participant benefits were frozen for all Service Employees International Union (SEIU) employees. Certain affiliates will continue to make periodic contributions as needed for eligible participants.

The contributions for the multiemployer plan were approximately 45% and 38% of the total contributions to the plan for June 30, 2017 and 2016, respectively. There are no minimum contributions required for future periods by the collective-bargaining agreements, statutory obligations, or other contractual obligations for both plans.

The risks of participating in multiemployer plans are different from single-employer plans in the following aspects: (i) assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers; (ii) if a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers; and (iii) if the affiliates choose to stop participating in the multiemployer plan, the affiliates may be required to pay the plan an amount based on the underfunded status of the plan, referred to as a withdrawal liability.

9. Debt

Long-term debt consists of the following:

June 30,	2017	2016
California Statewide Communities Development Authority Revenue Bonds Series 2005A, payable in varying installments through 2040, fixed interest rates ranging from 5.00% to 5.25% per annum	$ 246,345	$ 249,850
California Statewide Communities Development Authority Revenue Bonds Series 2005 G and H (St. Francis Medical Center), payable in varying annual installments through 2026, fixed interest rates ranging from 5.00% to 5.25% per annum	19,840	22,740
California Public Finance Authority Revenue Notes (Verity Health System), Series 2015 A and B fixed interest only bonds at 7.25% per annum. Principal due June 10, 2019	105,000	105,000

June 30,	2017	2016
California Public Finance Authority Revenue Notes (Verity Health System), Series 2015 C (taxable) and D (tax-exempt) fixed interest only bonds at 9.50% and 8.75% per annum, respectively. Principal due June 10, 2019	$ 55,000	$ -
Commercial Property Assessed Clean Energy (C-PACE) Financing, payable in semi-annual installments through 2048, fixed interest of 6.40% - 6.45% per annum	40,000	-
Notes payable for Health Center One Mortgage, $6.5 million face value, payable in monthly installments with a lump-sum payment in May 2018, fixed interest rate of 5.85% per annum	5,140	5,329
Other	1,411	53
Total debt obligations	472,736	382,972
Less current portion (including debt issuance costs and bond premiums)	(12,480)	(6,647)
	460,256	376,325
Plus bond premium	3,672	4,031
Less debt issuance costs	(4,772)	(4,483)
Long-term debt - net of current portion and debt issuance costs	$ 459,156	$ 375,873

Obligated Group

Verity Health System of California, Inc. and its five hospitals are collectively referred to as the "Obligated Group" or as "Members," and each individually is sometimes referred to herein as a "Member." The Obligated Group is established pursuant to a Master Indenture of Trust, dated December 1, 2001, as supplemented to date (the Master Indenture), between the Obligated Group and U.S. Bank National Association, as successor master trustee (the Master Trustee). The Obligated Group is jointly and severally liable for obligations issued pursuant to and outstanding under the Master Indenture (Obligations).

Each of the Obligated Group Members has executed one or more deeds of trust pursuant to which the respective Obligated Group Member has granted for the benefit of the Master Trustee, a first lien on, and security interest in, the property of the hospitals and certain other parcels of property owned by such Obligated Group Members, subject to permitted liens, as security for the performance of the Obligated Group Members' obligations under the Master Indenture. Additionally, each of the Obligated Group Members has created a gross revenue fund with its depository bank to further secure its gross revenues for the benefit of the Master Trustee.

The Master Indenture and certain other Obligated Group's financing agreements contain restrictive covenants, including maintenance of a debt ratio, limitations on the amount of any additional borrowings, and limitations on the disposal or transfer of assets to non-obligated group members. Additionally, the financing agreements require that funds are established with, and controlled by, a trustee during the period the bonds remain outstanding. The Obligated Group has complied with such financial covenants and restrictions at June 30, 2017.

For the year ended June 30, 2017, the Obligated Group did not have to comply with a minimum required Annual Debt Service Coverage Ratio per the Master Indenture as there was a covenant holiday. For the year ending June 30, 2018, the minimum required Annual Debt Service Coverage Ratio is 0.7. The minimum required Annual Debt Service Coverage Ratio increases to 1.1 for the year ending June 30, 2019.

Long-Term Debt

Series 2005 Bonds

In March 2005, the California Statewide Communities Development Authority (CSCDA), on behalf of Daughters of Charity Health System (now known as VHS), issued four series of revenue bonds in the aggregate principal amount of $364,655 (the 2005 Bonds). The 2005 Bonds were comprised of $259,125 of 2005 Series A bonds, $39,715 of Series F bonds, $48,245 of Series G bonds, and $17,570 of Series H bonds. The issuance of the 2005 Bonds generated original issue premiums of $12,929. A portion of the proceeds of the 2005 Bonds was used to refinance prior bonds and finance the costs of constructing, improving, renovating, and equipping certain improvements to the facilities of the Obligated Group. The 2005 Series F bonds matured and were paid pursuant to their terms on July 1, 2010. Total interest expense related to the Series 2005 Bonds was $15,801 and $17,588 for the years ended June 30, 2017 and 2016, respectively.

The Series 2005 Bonds are a limited obligation of CSCDA and are payable solely from payments made by the Obligated Group. Payment of principal and interest on the Series 2005 Bonds is secured by Obligations issued pursuant to the Master Indenture.

Series 2015 Notes

On December 14, 2015, the California Public Finance Authority issued an aggregate of $160,000 of Revenue Notes (Verity Health System) Series 2015A, B, C, and D (collectively, the 2015 Notes) for the benefit of VHS. There are four series of 2015 Notes. The Series 2015A, B, and D Notes are tax exempt, and the Series 2015C Notes are taxable. While all of the 2015 Notes were authorized and issued, only the Series 2015A Notes ($60,000) and the 2015B Notes ($45,000) were funded as of June 30, 2016. The Series 2015C Notes ($10,000) and the Series 2015D Notes ($45,000) were funded on September 19 and October 31, 2016, respectively. A portion of the proceeds of the 2015 Notes was used, together with other funds, to pay the principal of and accrued and unpaid interest on the 2014 Bonds that matured on December 15, 2015. Total interest expense related to the Series 2015 Notes was $11,013 and $2,953 for the years ended June 30, 2017 and 2016, respectively.

The 2015 Notes are secured by an Obligation (as defined in the Master Indenture) on parity with other Obligations issued pursuant to the Master Indenture. In addition to their parity lien under the Master Indenture, the 2015 Notes have additional lien rights on the Obligated Group's accounts receivable and in certain properties owned by St. Francis Medical Center and Saint Louise Regional Hospital.

2017 Assessment Bonds (C-PACE bonds)

In May 2017, Verity closed on a Commercial Property Assessed Clean Energy ("C-PACE") funding in the amount of $40,000 to finance seismic upgrades to the Seton Medical Center campus. CleanFund Commercial PACE Capital, Inc. provided $20,000 of its own capital and brought in a partner, Petros PACE Finance, to provide an additional $20,000. The proceeds will be used to make upgrades to the hospital, as required by California's mandatory Hospital Facilities Seismic Safety Act (SB 1953).

C-PACE is long-term, fixed-rate financing, similar to the traditional tax-exempt debt that hospitals often use for infrastructure investments. The C-PACE bonds are exempt from income taxes imposed by the State of California; however are not exempt from federal income tax. To repay the C-PACE financing, Seton will pay property tax assessments at a fixed amount until the C-PACE financing matures in 2047. The assessment payments are secured by a lien against the property at the Seton Medical Center campus. Total interest expense related to the C-PACE bonds was $323 for the year ended June 30, 2017. Refer to Note 12 for additional information on VHS's seismic requirements.

Scheduled long-term principal debt payments as of June 30, 2017, are as follows:

Years Ending June 30,	Amount
2018	$ 13,165
2019	167,553
2020	7,982
2021	8,409
2022	8,852
Thereafter	266,775
	$ 472,736

Fair Values

The fair value of VHS's bond indebtedness is estimated based on the quoted market prices for the same or similar issues or on the current rates offered for debt of the same remaining maturities. The total estimated fair value of VHS's bond and note debt (Series 2005 bonds, Series 2015 Notes and 2017 Assessment Bonds) as of June 30, 2017 and 2016, was $448,472 and $336,804, respectively, and such debt was valued using Level 2 inputs. The total carrying value of VHS's bond and note debt as of June 30, 2017 and 2016, was $466,185 and $377,590, respectively. The reported fair value of VHS's bond indebtedness instruments excludes the full value of an irrevocable principal pre-payment of $6,405 and $6,090 made as of June 30, 2017 and June 30, 2016, respectively. The fair values of the remaining mortgage payable and other debt are not materially different from their carrying values as the majority of such amounts are due within the next 12 months. The fair value amounts do not represent the amount that would be required to expend to retire the indebtedness.

10. Functional Classification of Expense

The following is a functional classification of VHS's expenses:

Year Ended June 30,	2017	2016
Health services	$ 1,151,268	$ 1,193,112
General and administrative	363,558	301,768
	$ 1,514,826	$ 1,494,880

11. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets are available for the following purposes:

June 30,	2017	2016
Equipment and expansion	$ 2,809	$ 3,522
Research and education	2,581	2,848
Restricted contribution	-	60,367
Charity and other	8,054	6,593
Total temporarily restricted net assets	13,444	73,330
Permanently restricted net assets	8,202	8,137
Total restricted net assets	$ 21,646	$ 81,467

Equipment and expansion relate to assets held by VHS, which are restricted by donors or grantors to be used specifically for equipment, capital projects, or other capital needs.

Research and education relate to assets held by VHS, which are restricted by donors or grantors to be used in specific research or education programs.

During the fiscal year ended June 30, 2016, the restricted contribution represented the remaining portion of the contribution recognized at the time of the transaction contemplated by the Restructuring Agreement (see Note 1 "Organization"). The restriction of this contribution was lifted during the fiscal year ended June 30, 2017, pursuant to the terms of the Restructuring Agreement. The release of the restricted funds was recorded as unrestricted contribution revenue for the year ended June 30, 2017.

Charity and other relate mainly to assets held by VHS, which are restricted by donors or grantors to be used in specific health care programs for charity care and other medical and patient services.

Permanently restricted net assets of $8,202 and $8,137 at June 30, 2017 and 2016, respectively, are restricted to investments to be held in perpetuity, with the income expendable to support VHS's mission.

Endowments

VHS and five of its consolidated charitable foundations follow the Uniform Prudent Management of Institutional Funds Act (UPMIFA). UPMIFA eliminates the concept of "historic dollar value" and allows an institution to spend or accumulate as the board determines is prudent for the uses, benefits, purposes, and duration of the endowment fund unless the gift instrument states a particular spending rate or formula. California's version of UPMIFA also includes a rebuttable provision that spending greater than 7% of the average fair market value (calculated at least quarterly over a minimal period of three years) is presumed to be imprudent.

In accordance with UPMIFA, VHS considers the following factors when appropriating or accumulating an endowment fund: (i) general economic conditions, (ii) effects of inflation and deflation, (iii) the purposes of the institution and the endowment fund, (iv) expected total return from income and appreciation of investments, (v) VHS's other resources, (vi) the duration and preservation of the endowment fund, and (vii) VHS's investment policies.

From time to time, the fair value of assets associated with individual endowment funds may fall below the level that the donor or UPMIFA requires VHS to retain as a fund of perpetual duration. Deficiencies of this nature that are reported in unrestricted net assets were not material as of June 30, 2017 and 2016. These deficiencies resulted from unfavorable investment market fluctuations.

VHS has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Under these policies, as approved by the boards of trustees of the charitable foundations, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results while assuming a moderate level of investment risk.

To satisfy its long-term rate-of-return objectives, VHS relies on a balanced investment strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends).VHS targets a diversified asset allocation that places a great emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

The endowment net asset composition by type of fund consists of the following:

	June 30, 2017			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	$ 615	$ 962	$ 8,202	$ 9,779
Total funds	$ 615	$ 962	$ 8,202	$ 9,779

	June 30, 2016			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	$ 606	$ 789	$ 8,137	$ 9,532
Total funds	$ 606	$ 789	$ 8,137	$ 9,532

The changes in endowment net assets are as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Balance at June 30, 2015	$ 596	$ 778	$ 8,207	$ 9,581
Net gains (losses) - realized and unrealized	10	11	(73)	(52)
Other	-	-	3	3
Balance at June 30, 2016	606	789	8,137	9,532
Net gains (losses) - realized and unrealized	9	173	65	247
Other	-	-	-	-
Balance at June 30, 2017	$ 615	$ 962	$ 8,202	$ 9,779

12. Commitments and Contingent Liabilities

Standby Letter of Credit

Marillac, a subsidiary of VHS, pledged $43,408 of its investments to support a standby letter of credit issued in favor of Old Republic Insurance Company, one of the Parent's insurers, at June 30, 2017.

Litigation, Regulatory and Compliance Matters

The health care industry is subject to numerous laws and regulations of federal, state, and local governments. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as regulatory actions unknown or unasserted at this time. These laws and regulations include, but are not necessarily limited to, matters, such as licensure, accreditation, controlled substances, privacy, government health care program participation requirements, reimbursement laws and regulations, anti-referral laws, false claims prohibitions, and in the case of tax-exempt organizations, the requirements of tax exemption. In recent years, government activity has increased with respect to investigations and allegations concerning possible violations of reimbursement, false claims, and anti-referral statutes and regulations by health care providers. Violations of these laws and regulations could result in expulsion from government health care programs, as well as imposition of significant fines and penalties and significant repayments for patient services previously reimbursed.

The Health Insurance Portability and Accountability Act (HIPAA) assures health insurance portability, reduces healthcare fraud and abuse, guarantees security and privacy of health information, and enforces standards for health information. The Health Information Technology for Economic and

Clinical Health Act (HITECH Act) expanded upon HIPAA in a number of ways, including establishing notification requirements for certain breaches of protected health information. In addition to these federal rules, California has also developed strict standards for the privacy and security of health information as well as for reporting certain violations and breaches. The Company may be subject to significant fines and penalties if found not to be compliant with these state or federal provisions.

Management assesses the probable outcome of unresolved litigation and investigations and records contingent liabilities reflecting estimated liability exposure. It is the opinion of management, after consulting with legal counsel, that such actions will not have a material effect on VHS's consolidated financial position or results of operations as of June 30, 2017. Therefore, based on the information provided by its legal counsel, VHS has accrued $1,100 and $1,240 as of June 30, 2017 and 2016, respectively, which were related to certain of these actions. VHS evaluates recoveries from insurance coverage separately from its liability, and when appropriate, an asset is recorded separately from the associated liability. Following is a discussion of matters of note.

VHS is a named defendant in two related class actions, *Jarmaine Johns v. Verity Health System of California* and *Iris Lara and Tanya Llera v. Verity Health System of California*. The complaints allege the plaintiffs were the victims of a data breach where their personal information was obtained and their identities were allegedly used. The breach involved approximately 7,500 employees. The complaints allege the plaintiffs have been harmed and have had to spend time and money addressing identity theft. In the *Lara* action, plaintiffs specifically allege that they have been harmed by false tax returns that were filed using information released in the data breach. The *Lara* action is currently stayed by order of the court. VHS intends to contest these actions. At this time, management cannot accurately estimate the amounts of any payments or settlements that might result from these matters.

VHS was previously a named defendant in a breach of contract, unjust enrichment, and declaratory relief complaint filed by Prime Healthcare Services, Inc. and Prime Healthcare Foundation, Inc. and captioned *Prime Healthcare Services, Inc., et al., vs. Blue Mountain Management Capital, et al.*, in the Superior Court of California, County of San Bernardino, and San Bernardino Justice Center. Subsequent to June 30, 2017, a settlement was reached between the parties, which resulted in no loss for VHS.

U.S. Department of Justice and OIG Investigations

VHS and/or its facilities periodically receive notices from governmental agencies, such as U.S. Department of Justice (DOJ) or the Office of Inspector General (OIG), requesting information regarding billing, payment, or other reimbursement matters, or initiating investigations, or indicating the existence of whistleblower litigation. VHS does not anticipate such requests to result in a material impact to the consolidated financial statements.

Within this category, VHS received an informal documentation request from the DOJ related to BASM during the current year (see Note 3 for information on the BASM acquisition transaction). Additionally, during the prior year, VHS filed a self-disclosure with the OIG indicating possible violations of the Stark Law and the Anti-Kickback Statute by Seton Medical Center. The OIG informed VHS that the disclosure was officially accepted into the Self-Disclosure Protocol. At this time, management cannot accurately estimate the amounts of any potential damages or penalties that might result from these matters.

Collective Bargaining

VHS has 6,787 employees as of June 30, 2017, of whom just over 4,149 are full-time employees. Approximately 78% of these employees are represented by collective bargaining units. A majority of the employees are represented by collective bargaining agreements with Service Employees International Union (SEIU) (approximately 40% of employees) and California Nurses Association (CNA) (approximately 23% of employees). Employee strikes or other adverse labor actions may have a material adverse impact on VHS's consolidated financial position or results of operations.

Attorney General Requirements

As part of approving the Restructuring Agreement (see Note 1), the California Attorney General's (AG) office placed certain operational restrictions on VHS and each of its hospitals, which include certain minimum annual targets for charity care, community benefits, and capital expenditures among other requirements. As a result of a shortfall in the fiscal year 2017 charity care requirement for certain hospitals, VHS was required to make an additional contribution to the Retirement Plans of $7,619 by October 31, 2017 (see Note 8). VHS has complied with such requirements under the AG agreement.

Lease Commitments

Future minimum lease payments under VHS's significant non-cancelable operating leases (with initial or remaining lease terms in excess of one year) as of June 30, 2017, are as follows:

Years Ending June 30,	Amount
2018	$ 11,840
2019	7,681
2020	5,553
2021	4,468
2022	2,807
Thereafter	996
	$ 33,345

Rent expense was $21,601 and $19,501 for the years ended June 30, 2017 and 2016, respectively.

Seismic Standards

VHS assessed its earthquake retrofit requirements for health care facilities under a state of California law SB 90 that can allow a delay of up to seven years from the January 1, 2013, deadline for Structural Performance Category 1 (SPC-1) retrofits. This affects six buildings at three of VHS's hospitals. The previously reported seventh building, the St. Vincent Medical Center Central Plant, has been upgraded to SPC-2 status. Extensions have been approved by the Office of Statewide Health Planning and Development as follows:

St. Vincent Medical Center Main Hospital must meet SP-2 standards by January 1, 2019. St. Vincent Medical Center Doheny Wing must meet SP-2 standards by July 1, 2019. Management currently estimates that remaining remediation costs required for meeting the standards is approximately $12,200 based on third-party estimates.

O'Connor Hospital 1953 Building must meet SPC-2 standards by July 1, 2019. O'Connor Hospital 1953 Boiler Plant/Laundry must meet SPC-2 standards by January 1, 2019. Management currently estimates that remaining remediation costs required for meeting the standards is approximately $13,200 based on third party estimates.

Seton Medical Center Main Tower and Seton Medical Center Front Wing must meet SP-2 standards by July 1, 2019. Management currently estimates that remaining remediation costs required for meeting the standards is approximately $40,300 based on third party estimates. Seton seismic work will be financed with the funds received from the C-PACE bonds (see Note 9) and grant funds received by the County of San Mateo.

13. Subsequent Events

VHS has evaluated subsequent events and disclosed all material events through November 8, 2017, which is the date these consolidated financial statements of VHS were issued.

In July 2017, NantWorks LLC (NantWorks), the parent organization for health technology and biotech companies founded by Dr. Patrick Soon-Shiong, acquired a majority stake in VHS's management company, Integrity Healthcare, LLC, from Blue Mountain. There were no significant changes to the terms of the Restructuring Agreement or the California Attorney General requirements as a result of this transaction.

In August 2017, St. Vincent Medical Center Foundation received an unrestricted contribution of $12,000 as part of a settlement.

In August 2017, VHS completed the sale of certain non-core land and real property located in Los Angeles, CA, for a total purchase price of $17,950. The net book value of the property was classified as assets held for sale (see Note 6) at June 30, 2017, and VHS expects to recognize a gain on the sale of approximately $15,500 in the fiscal year ending June 30, 2018.

In September 2017, the California Public Finance Authority issued $21,000 of tax-exempt notes (the "2017 Notes") for the benefit of VHS. All of the 2017 Notes were purchased by NantWorks. The 2017 Notes are secured pursuant to a certain master trust indenture among the Obligated Group Members and U.S. Bank, National Association. The 2017 Notes bear interest at 7.25% and the principal is due at the maturity date in December 2020.

In October 2017, VHS borrowed $46,220 (the "MOB Loan") from Verity MOB Financing, LLC. Verity MOB Financing, LLC, is wholly owned by NantWorks. The MOB Loan is secured by Deeds of Trust against four medical office buildings owned by Verity Holdings, LLC. The MOB Loan bears interest at a variable rate that adjusts monthly based on One Month Libor plus a spread and the MOB Loan is interest only for the initial term of 36 months. Principal and any unpaid interest is due at the end of the initial term unless extended. After the initial term, VHS has the option to extend the MOB Loan for two additional twelve month terms.

Supplementary Information

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Balance Sheet
As of June 30, 2017
(In Thousands)

	O'Connor Hospital	Seton Medical Center	Seton Medical Center Coastside	St. Francis Medical Center	Saint Louise Regional Hospital	St. Vincent Medical Center	System Office	Eliminations	Obligated Group Subtotal
Assets									
Current Assets:									
Cash and cash equivalents	$ 6,796	$ 7,982	$ 164	$ 27,888	$ 3,500	$ 3,504	$ 263	$ -	$ 50,097
Patient accounts receivable, net	44,085	36,629	3,912	87,216	12,937	45,862	-	-	230,641
Due from government agencies	1,788	3,085	-	5,528	-	5,537	-	-	15,938
Due from related organizations	8,366	24,828	46	316,476	5,556	17,611	351,576	(679,951)	44,508
Other current assets	11,921	7,456	378	36,589	4,548	13,334	5,742	-	79,968
Total current assets	72,956	79,980	4,500	473,697	26,541	85,848	357,581	(679,951)	421,152
Assets Limited as to Use:									
Other investments	-	-	-	-	-	3,039	-	-	3,039
Under bond indenture agreements	-	38,659	-	-	-	-	24,834	-	63,493
Total assets limited as to use	-	38,659	-	-	-	3,039	24,834	-	66,532
Property and equipment, net	30,884	35,311	495	94,973	12,866	45,086	1,921	-	221,536
Other long-term assets	306	460	3	98	7	13	3,675	-	4,562
Total Assets	$ 104,146	$ 154,410	$ 4,998	$ 568,768	$ 39,414	$ 133,986	$ 388,011	$ (679,951)	$ 713,782

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Balance Sheet (continued)
As of June 30, 2017
(In Thousands)

	Obligated Group Subtotal	Marillac Insurance Company, Ltd.	Verity Medical Foundation	Verity Business Services	Verity Holdings, LLC	All Other Entities	Eliminations	VHS Total
Assets								
Current Assets:								
Cash and cash equivalents	$ 50,097	$ 904	$ 1,767	$ 104	$ 2,735	$ 5,040	$ -	$ 60,647
Patient accounts receivable	230,641	-	4,252	-	-	874	-	235,767
Due from government agencies	15,938	-	-	-	-	-	-	15,938
Due from related organizations	44,508	-	104	13,458	5,446	1,312	(64,828)	-
Other current assets	79,968	6,567	2,883	410	3,453	7,765	(5,854)	95,192
Total current assets	421,152	7,471	9,006	13,972	11,634	14,991	(70,682)	407,544
Assets Limited as to Use:								
Other investments	3,039	45,033	-	-	590	12,519	-	61,181
Under bond indenture agreements	63,493	-	-	-	-	-	-	63,493
Total assets limited as to use	66,532	45,033	-	-	590	12,519	-	124,674
Property and equipment, net	221,536	-	2,154	233	22,875	244	-	247,042
Other long-term assets	4,562	-	1,559	4	18,229	987	(256)	25,085
Total Assets	$ 713,782	$ 52,504	$ 12,719	$ 14,209	$ 53,328	$ 28,741	$ (70,938)	$ 804,345

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Balance Sheet (continued)
As of June 30, 2017
(In Thousands)

	O'Connor Hospital	Seton Medical Center	Seton Medical Center Coastside	St. Francis Medical Center	Saint Louise Regional Hospital	St. Vincent Medical Center	System Office	Eliminations	Obligated Group Subtotal
Liabilities and Net (Deficit) Assets									
Current Liabilities:									
Accounts payable	$ 12,387	$ 8,901	$ 127	$ 11,335	$ 2,621	$ 13,854	$ 22,122	$ -	$ 71,347
Accrued expenses and other current liabilities	19,512	52,802	1,861	68,202	5,964	22,347	64,858	-	235,546
Current portion of long-term debt, net of debt issuance costs	744	912	-	3,800	451	833	(150)	-	6,590
Due to government agencies	975	254	-	2,529	27	1,514	-	-	5,299
Due to related organizations	220,496	116,532	19,235	1,315	66,325	216,877	59,193	(679,951)	20,022
Total current liabilities	254,114	179,401	21,223	87,181	75,388	255,425	146,023	(679,951)	338,804
Pension obligations	53,037	27	27	103,787	6,442	71,180	17,972	1,530	254,002
Long-term portion of workers' compensation and hospital professional and general liability	-	-	-	-	-	-	5,404	-	5,404
Other long-term liabilities	192	2,932	-	183	-	2,341	27,559	-	33,207
Long-term debt - net of current portion and debt issuance costs	48,410	98,002	-	68,184	29,323	54,192	161,045	-	459,156
Total liabilities	355,753	280,362	21,250	259,335	111,153	383,138	358,003	(678,421)	1,090,573
Net (Deficit) Assets:									
Unrestricted - Verity Health System	(251,607)	(125,952)	(16,252)	309,381	(71,739)	(252,418)	30,008	(1,530)	(380,109)
Unrestricted - Noncontrolling	-	-	-	-	-	-	-	-	-
Temporarily restricted	-	-	-	52	-	523	-	-	575
Permanently restricted	-	-	-	-	-	2,743	-	-	2,743
Total net (deficit) assets	(251,607)	(125,952)	(16,252)	309,433	(71,739)	(249,152)	30,008	(1,530)	(376,791)
Total Liabilities and Net (Deficit) Assets	$ 104,146	$ 154,410	$ 4,998	$ 568,768	$ 39,414	$ 133,986	$ 388,011	$ (679,951)	$ 713,782

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Balance Sheet (continued)
As of June 30, 2017
(In Thousands)

	Obligated Group Subtotal	Marillac Insurance Company, Ltd.	Verity Medical Foundation	Verity Business Services	Verity Holdings, LLC	All Other Entities	Eliminations	VHS Total
Liabilities and Net (Deficit) Assets								
Current Liabilities:								
Accounts payable	$ 71,347	$ 35	$ 1,420	$ 74	$ 1,701	$ -	$ -	$ 74,577
Accrued expenses and other current liabilities	235,546	14,730	7,035	1,570	574	775	(6,101)	254,129
Current portion of long-term debt, net of debt issuance costs	6,590	-	750	-	5,140	-	-	12,480
Due to government agencies	5,299	-	-	-	-	-	-	5,299
Due to related organizations	20,022	-	126	10,441	499	33,740	(64,828)	-
Total current liabilities	338,804	14,765	9,331	12,085	7,914	34,515	(70,929)	346,485
Pension obligations	254,002	-	-	-	-	-	-	254,002
Long-term portion of workers' compensation and hospital professional and general liability	5,404	30,738	-	-	-	-	-	36,142
Other long-term liabilities	33,207	-	-	-	9,308	186	(9)	42,692
Long-term debt - net of current portion and debt issuance costs	459,156	-	-	-	-	-	-	459,156
Total liabilities	1,090,573	45,503	9,331	12,085	17,222	34,701	(70,938)	1,138,477
Net (Deficit) Assets:								
Unrestricted - Verity Health System	(380,109)	7,001	3,388	2,124	33,740	(24,288)	-	(358,144)
Unrestricted - Noncontrolling	-	-	-	-	2,366	-	-	2,366
Temporarily restricted	575	-	-	-	-	12,869	-	13,444
Permanently restricted	2,743	-	-	-	-	5,459	-	8,202
Total net (deficit) assets	(376,791)	7,001	3,388	2,124	36,106	(5,960)	-	(334,132)
Total Liabilities and Net (Deficit) Assets	$ 713,782	$ 52,504	$ 12,719	$ 14,209	$ 53,328	$ 28,741	$ (70,938)	$ 804,345

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Statement of Operations
For the Year Ended June 30, 2017
(In Thousands)

	O'Connor Hospital	Seton Medical Center	Seton Medical Center Coastside	St. Francis Medical Center	Saint Louise Regional Hospital	St. Vincent Medical Center	System Office	Eliminations	Obligated Group Subtotal
Unrestricted Revenues and Other Support:									
Net patient service revenue	$ 270,032	$ 230,312	$ 21,866	$ 443,825	$ 88,164	$ 215,368	$ -	$ -	$ 1,269,567
Provision for doubtful accounts	(6,847)	(3,212)	(314)	(12,742)	(3,099)	(7,104)	-	-	(33,318)
Net patient service revenue less provision for doubtful accounts	263,185	227,100	21,552	431,083	85,065	208,264	-	-	1,236,249
Premium revenue	326	-	-	80,039	-	18,312	-	(70)	98,607
Other operating revenue	4,074	3,458	574	1,985	106	1,963	181,675	(181,188)	12,647
Contributions	423	223	-	2,755	51	1,218	-	(382)	4,288
Total unrestricted revenues and other support	268,008	230,781	22,126	515,862	85,222	229,757	181,675	(181,640)	1,351,791
Expenses:									
Salaries and benefits	165,924	136,212	15,951	200,689	51,128	105,754	27,488	-	703,146
Purchased services and other	96,640	82,303	4,132	147,515	30,506	99,643	144,911	(181,188)	424,462
Supplies	40,741	31,451	1,935	38,617	6,457	48,264	(945)	-	166,520
Medical claims	248	-	-	45,508	-	9,848	-	(70)	55,534
Depreciation and amortization	7,992	6,019	161	10,048	1,701	6,037	165	-	32,123
Interest - net	2,821	3,440	(5)	4,284	1,667	3,075	12,359	-	27,641
Goodwill and intangible asset impairment loss	-	-	-	-	-	-	-	-	-
Total expenses	314,366	259,425	22,174	446,661	91,459	272,621	183,978	(181,258)	1,409,426
Operating (loss) income	(46,358)	(28,644)	(48)	69,201	(6,237)	(42,864)	(2,303)	(382)	(57,635)
Investment (loss) income	-	-	-	-	-	-	2,303	-	2,303
(Deficit) excess of revenues over expenses	(46,358)	(28,644)	(48)	69,201	(6,237)	(42,864)	-	(382)	(55,332)
Less (deficit) excess of revenues over expenses attributable to noncontrolling interest	-	-	-	-	-	-	-	-	-
(Deficit) excess of revenues over expenses, net of noncontrolling interest	$ (46,358)	$ (28,644)	$ (48)	$ 69,201	$ (6,237)	$ (42,864)	$ -	$ (382)	$ (55,332)

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Statement of Operations
For the Year Ended June 30, 2017
(In Thousands)

	O'Connor Hospital	Seton Medical Center	Seton Medical Center Coastside	St. Francis Medical Center	Saint Louise Regional Hospital	St. Vincent Medical Center	System Office	Eliminations	Obligated Group Subtotal
Unrestricted Net (Deficit) Assets attributable to Verity Health System:									
(Deficit) excess of revenues over expenses attributable to Verity Health System	$ (46,358)	$ (28,644)	$ (48)	$ 69,201	$ (6,237)	$ (42,864)	$ -	$ (382)	$ (55,332)
Change in funded status of pension and other postretirement benefit plans	(3,461)	(4,800)	(306)	3,833	(1,892)	15,319	504	(1,530)	7,667
Net assets released from restrictions used for purchase of property and equipment	113	63	-	-	327	107	-	-	610
Other	1,829	1,138	-	(741)	(281)	3,776	20,109	382	26,212
Decrease in unrestricted net (deficit) assets attributable to Verity Health System	(47,877)	(32,243)	(354)	72,293	(8,083)	(23,662)	20,613	(1,530)	(20,843)
Unrestricted Net Assets attributable to Noncontrolling Interests:									
(Deficit) excess of revenues over expenses attributable to noncontrolling interests	-	-	-	-	-	-	-	-	-
Noncontrolling interest related to acquisitions and other	-	-	-	-	-	-	-	-	-
Increase in unrestricted net assets attributable to noncontrolling interest	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Statement of Operations (continued)
For the Year Ended June 30, 2017
(In Thousands)

	Obligated Group Subtotal	Marillac Insurance Company, Ltd.	Verity Medical Foundation	Verity Business Services	Verity Holdings, LLC	All Other Entities	Eliminations	VHS Total
Unrestricted Revenues and Other Support:								
Net patient service revenue	$ 1,269,567	$ -	$ 26,834	$ -	$ -	$ 4,604	$ -	$ 1,301,005
Provision for doubtful accounts	(33,318)	-	(366)	-	-	(86)	-	(33,770)
Net patient service revenue less provision for doubtful accounts	1,236,249	-	26,468	-	-	4,518	-	1,267,235
Premium revenue	98,607	-	21,686	-	-	-	-	120,293
Other operating revenue	12,647	12,636	2,703	13,245	16,710	-	(31,637)	26,304
Contributions	4,288	-	-	-	60,368	1,061	-	65,717
Total unrestricted revenues and other support	1,351,791	12,636	50,857	13,245	77,078	5,579	(31,637)	1,479,549
Expenses:								
Salaries and benefits	703,146	-	22,282	9,590	166	3,537	(8,422)	730,299
Purchased services and other	424,462	14,468	44,585	3,424	11,667	1,501	(23,215)	476,892
Supplies	166,520	-	4,424	135	75	1,238	-	172,392
Medical claims	55,534	-	6,425	-	-	-	-	61,959
Depreciation and amortization	32,123	-	821	96	1,848	30	-	34,918
Interest - net	27,641	-	41	-	452	-	-	28,134
Goodwill and intangible asset impairment loss	-	-	-	-	10232	-	-	10,232
Total expenses	1,409,426	14,468	78,578	13,245	24,440	6,306	(31,637)	1,514,826
Operating (loss) income	(57,635)	(1,832)	(27,721)	-	52,638	(727)	-	(35,277)
Investment (loss) income	2,303	11			(6,815)	1,928	-	(2,573)
(Deficit) excess of revenues over expenses	(55,332)	(1,821)	(27,721)	-	45,823	1,201	-	(37,850)
Less (deficit) excess of revenues over expenses attributable to noncontrolling interest	-	-	-	-	(5,087)	-	-	(5,087)
(Deficit) excess of revenues over expenses, net of noncontrolling interest	$ (55,332)	$ (1,821)	$ (27,721)	$ -	$ 50,910	$ 1,201	$ -	$ (32,763)

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Statement of Operations (continued)
For the Year Ended June 30, 2017
(In Thousands)

	Obligated Group Subtotal	Marillac Insurance Company, Ltd.	Verity Medical Foundation	Verity Business Services	Verity Holdings, LLC	All Other Entities	Eliminations	VHS Total
Unrestricted Net (Deficit) Assets attributable to Verity Health System:								
(Deficit) excess of revenues over expenses attributable to Verity Health System	$ (55,332)	$ (1,821)	$ (27,721)	$ -	$ 50,910	$ 1,201	$ -	$ (32,763)
Change in funded status of pension and other postretirement benefit plans	7,667	-	-	-	-	-	-	7,667
Net assets released from restrictions used for purchase of property and equipment	610	-	-	-	-	-	-	610
Other	26,212	-	26,712	-	(51,192)	(1,395)	-	337
Decrease in unrestricted net (deficit) assets attributable to Verity Health System	$ (20,843)	$ (1,821)	$ (1,009)	$ -	$ (282)	$ (194)	$ -	$ (24,149)
Unrestricted Net Assets attributable to Noncontrolling Interests:								
(Deficit) excess of revenues over expenses attributable to noncontrolling interests	-	-	-	-	(5,087)	-	-	(5,087)
Noncontrolling interest related to acquisitions and other	-	-	-	-	7,453	-	-	7,453
Increase in unrestricted net assets attributable to noncontrolling interest	$ -	$ -	$ -	$ -	$ 2,366	$ -	$ -	$ 2,366

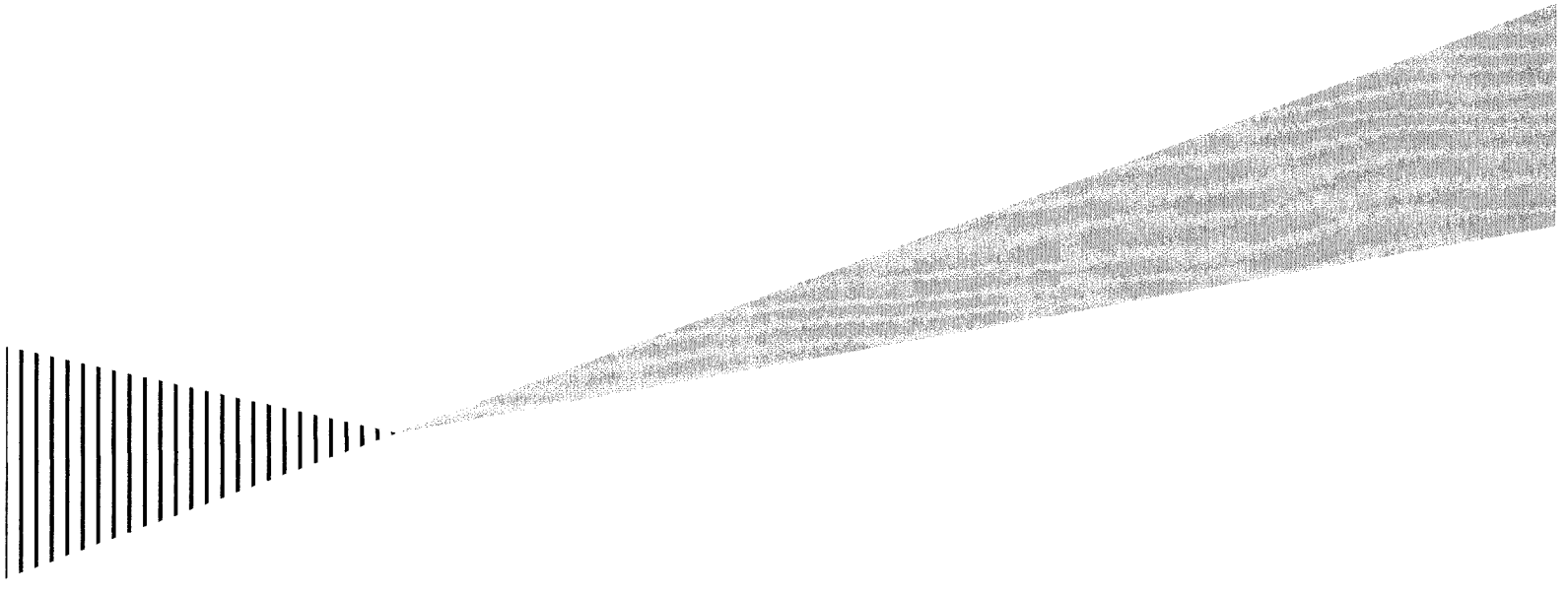
Title 11, California Code of Regulations, § 999.5(d)(11)(F)

Exhibit 3

Consolidated Financial Statements and Supplementary Schedules

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)
As of and for the Years Ended June 30, 2016 and 2015
With Report of Independent Auditors

Ernst & Young LLP



Building a better working world

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidated Financial Statements and Supplementary Schedules

As of and for the Years Ended June 30, 2016 and 2015

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Report of Independent Auditors

The Board of Directors
Verity Health System of California, Inc.

We have audited the accompanying consolidated financial statements of Verity Health System of California, Inc., which comprise the consolidated balance sheets as of June 30, 2016 and 2015, and the related consolidated statements of operations and changes in net (deficit) assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We did not audit the financial statements of Marillac Insurance Company, Ltd. (Marillac), a wholly-owned subsidiary, which statements reflect total assets constituting 7.40% as of June 30, 2016, and 6.81% as of June 30, 2015, and total revenues constituting 1.00% in 2016 and 0.88% in 2015 of the related consolidated totals. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for Marillac, is based solely on the report of the other auditors. We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not

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for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, based on our audits and the report of the other auditors, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Verity Health System of California, Inc. at June 30, 2016 and 2015, and the consolidated results of its operations and changes in net (deficit) assets and its cash flows for the years then ended in conformity with U.S. generally accepted accounting principles.

Ernst & Young LLP

December 8, 2016

A member firm of Ernst & Young Global Limited

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidated Balance Sheets
(In Thousands)

	June 30 2016	2015
Assets		
Current assets:		
Cash and cash equivalents	**$ 66,357**	$ 108,430
Patient accounts receivable, net of allowance for doubtful accounts of $32 million and $31 million in 2016 and 2015, respectively	**160,324**	156,749
Due from government agencies	**20,137**	22,621
Other current assets	**106,273**	121,259
Other restricted assets	**12,074**	76,212
Total current assets	**365,165**	485,271
Assets limited as to use:		
Other investments	**112,243**	64,815
Under bond indenture agreements	**25,154**	25,871
Total assets limited as to use	**137,397**	90,686
Property and equipment, net	**244,912**	282,215
Other long-term assets	**10,361**	9,390
Total assets	**$ 757,835**	$ 867,562
Liabilities and net assets		
Current liabilities:		
Accounts payable	**$ 36,362**	$ 46,197
Accrued liabilities and other current liabilities	**217,403**	164,862
Current portion of long-term debt	**6,647**	6,833
Short-term debt	**–**	123,855
Due to government agencies	**1,155**	5,387
Total current liabilities	**261,567**	347,134
Pension obligations	**301,527**	251,267
Workers' compensation and hospital professional and general liability	**33,547**	45,594
Other liabilities	**33,366**	4,008
Long-term debt – net of current portion	**380,356**	282,308
Total liabilities	**1,010,363**	930,311
Net (deficit) assets:		
Unrestricted	**(333,995)**	(86,409)
Temporarily restricted	**73,330**	15,453
Permanently restricted	**8,137**	8,207
Total net deficit	**(252,528)**	(62,749)
Total liabilities and net assets	**$ 757,835**	$ 867,562

See accompanying notes.

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidated Statements of Operations and Changes in Net (Deficit) Assets
(In Thousands)

	Year Ended June 30	
	2016	**2015**
Unrestricted revenues and other support		
Net patient service revenue	**$ 1,161,679**	$ 1,315,150
Provision for doubtful accounts	**(26,734)**	(31,903)
Net patient service revenue less provision for doubtful accounts	**1,134,945**	1,283,247
Premium revenue	**122,849**	128,316
Other operating revenue	**22,962**	44,306
Contributions	**16,645**	8,321
Total unrestricted revenues and other support	**1,297,401**	1,464,190
Expenses:		
Salaries and benefits	**723,281**	759,508
Supplies	**165,417**	166,281
Purchased services and other	**537,281**	519,218
Depreciation and amortization	**48,308**	60,457
Interest – net	**20,593**	22,550
Long-lived assets impairment loss	**–**	10,000
Total expenses	**1,494,880**	1,538,014
Operating loss	**(197,479)**	(73,824)
Investment income	**2,050**	3,876
Deficiency of revenues over expenses	**(195,429)**	(69,948)
Change in pension liability	**(53,981)**	(23,383)
Other	**(58)**	576
Net assets released from restrictions used for purchase of property and equipment	**1,882**	4,685
Decrease in unrestricted net assets	**(247,586)**	(88,070)
Temporarily restricted net assets		
Contributions	**76,152**	2,464
Net realized and unrealized gains on investments	**12**	(3)
Net assets released from restrictions:		
Operations	**(16,275)**	(7,872)
Property, plant, and equipment	**(1,780)**	(4,685)
Other	**(232)**	(2,515)
Increase (decrease) in temporarily restricted net assets	**57,877**	(12,611)

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidated Statements of Operations and Changes in Net (Deficit) Assets (continued)
(In Thousands)

	Year Ended June 30	
	2016	**2015**
Permanently restricted net assets		
Net realized and unrealized losses on investments	**$ (73)**	$ (562)
Contributions	**107**	–
Other	**(104)**	(385)
Decrease in permanently restricted net assets	**(70)**	(947)
Decrease in net assets	**(189,779)**	(101,628)
Net (deficit) assets, beginning of year	**(62,749)**	38,879
Net deficit, end of year	**$ (252,528)**	$ (62,749)

See accompanying notes.

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidated Statements of Cash Flows
(In Thousands)

	Year Ended June 30	
	2016	**2015**
Operating activities		
Decrease in net assets	**$ (189,779)**	(101,628)
Adjustments to reconcile decrease in net (deficit) assets to net cash used in operating activities:		
Depreciation and amortization	**48,397**	60,457
Provision for doubtful accounts	**26,734**	31,903
Changes in fair value and unrealized and realized losses (gains) on investment, net	**(694)**	(2,920)
Amortization of bond premium	**(359)**	(359)
Amortization of deferred debt issuance cost	**270**	394
Pension related changes	**52,326**	23,383
Long-lived asset impairment	**–**	10,000
Gain on disposal of property and equipment	**(2,584)**	(253)
Loss on sale of physician practice	**–**	27
Changes in operating assets and liabilities:		
Patient accounts receivable, net	**(30,310)**	(25,083)
Due to/from government agencies	**(1,748)**	(7,188)
Other current assets	**77,983**	(71,751)
Other long-term assets	**(47,935)**	1,205
Accounts payable and other accrued liabilities	**(25,968)**	36,120
Non-current liabilities	**8,292**	759
Net cash used in operating activities	**(85,375)**	(44,934)
Investing activities		
Purchases of investments	**(250,547)**	(224,111)
Proceeds from disposal of property and equipment	**4,388**	1,638
Proceeds from sales of investments	**251,518**	247,682
Changes in interest in pooled investment fund – short-term	**216**	921
Changes in assets under bond indenture agreements	**718**	262
Purchases of property and equipment	**(12,357)**	(14,607)
Net cash (used in) provided by investing activities	**(6,064)**	11,785

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidated Statements of Cash Flows (continued)
(In Thousands)

	Year Ended June 30	
	2016	**2015**
Financing activities		
Retirement of debt	**$ (47,643)**	$ –
Repayment of debt	**(6,779)**	(6,606)
Issuance of debt	**105,000**	47,643
Bond issuance costs	**(1,212)**	–
Cash contributions received for the purchase of property and equipment	**–**	187
Net cash provided by financing activities	**49,366**	41,224
Net (decrease) increase in cash and cash equivalents	**(42,073)**	8,075
Cash and cash equivalents at beginning of year	**108,430**	100,355
Cash and cash equivalents at end of year	**$ 66,357**	$ 108,430
Supplemental disclosures of cash flow information		
Cash paid for interest – net of capitalized interest	**$ 20,593**	$ 22,229
Supplemental disclosures of noncash items		
Capitalized interest	**$ 350**	$ 665
Accrued purchases of property and equipment	**$ 555**	$ 270

See accompanying notes.

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Notes to Consolidated Financial Statements

June 30, 2016

1. Organization

Verity Health System of California, Inc., a California nonprofit public benefit corporation (Parent) (formerly named Daughters of Charity Health System) is the sole corporate member of five California nonprofit public benefit corporations that operate five acute care hospitals and other facilities (the Hospitals, see list below) in the state of California. The Parent and the following affiliated entities (collectively, Verity Health System or VHS) operate as a nonprofit health care system in the state of California, with approximately 1,680 licensed acute care and skilled nursing beds.

Verity Health System consists of Parent* and the following:

- O'Connor Hospital*
- Saint Louise Regional Hospital*
- St. Francis Medical Center*
- St. Vincent Medical Center*
- Seton Medical Center (including its unincorporated division, Seton Medical Center Coastside)*
- Verity Business Services
- Marillac Insurance Company, Ltd.
- O'Connor Hospital Foundation
- Saint Louise Regional Hospital Foundation
- St. Francis Medical Center Foundation
- St. Vincent Medical Center Foundation
- Seton Medical Center Foundation
- St. Vincent de Paul Ethics Corporation
- St. Vincent Dialysis Center
- De Paul Ventures, LLC
- Verity Medical Foundation
- Verity Holdings, LLC

* Member of the Obligated Group

With the exceptions of De Paul Ventures, LLC and Marillac Insurance Company, Ltd., each Verity Health System entity named above is exempt from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (IRC).

1. Organization (continued)

On July 17, 2015, Daughters of Charity Ministry Services Corporation, the Parent managed by Blue Mountain Capital Management, LLC (Blue Mountain), and Integrity Healthcare, LLC entered into a System Restructuring and Support Agreement (the Restructuring Agreement) to change the governance of and recapitalize the Parent and certain of its subsidiaries. Under the Restructuring Agreement, the Parent and other members of the Obligated Group were converted from religious corporations to public benefit corporations. In exchange for options to acquire the assets of Verity Health System, Blue Mountain agreed to provide $100,000,000 in funding to the Parent and a commitment to provide additional debt financing at the option of the Corporation. Of the $100,000,000, $27,559,000 was recorded as deferred revenue for the value of the option to purchase the real estate and operating assets of VHS and $72,441,000 was recorded as a restricted contribution to be released pursuant to the terms of the Restructuring Agreement. After approval was obtained from the California Attorney General's office, the transactions contemplated by the Restructuring Agreement closed on December 14, 2015. Effective upon the closing of the transaction, the Parent's board of directors resigned and Daughters of Charity Ministry Services Corporation, acting as sole corporate member of the Parent, appointed an independent board of the Parent and amended the bylaws of the Parent to eliminate the corporate membership rights of Daughters of Charity Ministry Services Corporation as sole corporate member of the Parent and to convert the Parent into a nonprofit corporation without members. The name of the Parent has been amended to be Verity Health System of California, Inc. The Parent and all of its nonprofit corporate affiliates that were not previously public benefit corporations changed status from religious corporations to public benefit corporations under the California Nonprofit Corporation Law.

Verity Health System established an Obligated Group (see listing of entities included in the Obligated Group above) to access the capital markets. Obligated Group members are jointly and severally liable for the long-term debt outstanding under the Bond Master Indenture.

2. Summary of Significant Accounting Policies

Consolidation

The accompanying consolidated financial statements include the accounts of VHS after elimination of intercompany transactions.

2. Summary of Significant Accounting Policies (continued)

Use of Estimates

The preparation of the consolidated financial statements in conformity with U.S. generally accepted accounting principles requires management to make certain estimates and assumptions that affect the reported amounts of assets, liabilities, and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. VHS considers critical accounting policies to be those that require more significant judgments and estimates in the preparation of its consolidated financial statements, including the following: recognition of net patient service revenue, which includes contractual allowances and discounts; provisions for doubtful accounts and charity care; and assumptions for measurement of pension and other postretirement liabilities. Management bases its estimates on historical experience and various other assumptions that it believes are reasonable under the particular facts and circumstances. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents consist primarily of cash and highly liquid marketable securities with original maturities, at the time of purchase, of three months or less.

Patient Accounts Receivable, Allowance for Doubtful Accounts, and Net Patient Service Revenue

Patient accounts receivable and net patient service revenue are reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated settlements under reimbursement agreements with third-party payers. Settlements with third-party payers are accrued on an estimated basis in the period in which the related services are rendered and are adjusted in future periods as final settlements are determined.

VHS manages the receivables by regularly reviewing its patient accounts and contracts and by providing appropriate allowances for uncollectible amounts. These allowances are estimated based upon an evaluation of historical payments, negotiated contracts, and governmental reimbursements. Adjustments and changes in estimates are recorded in the period in which they are determined. The allowance for doubtful accounts for self-pay patients was 49% and 46% of self-pay accounts receivable at June 30, 2016 and 2015, respectively. This percentage does not include the portion of self-pay that is reserved in contractual allowance as self-pay accounts receivable are reserved between allowance for doubtful accounts and contractual allowance.

2. Summary of Significant Accounting Policies (continued)

Patient service revenues, net of contractual allowances and discounts, are as follows (in thousands):

	Year Ended June 30	
	2016	**2015**
Government	**$ 780,884**	$ 881,274
Contracted	**332,686**	380,068
Self-pay and others	**48,109**	53,808
Net patient service revenue	**1,161,679**	1,315,150
Less: Provision for doubtful accounts	**(26,734)**	(31,903)
Net patient service revenue less provision for doubtful accounts	**$ 1,134,945**	$ 1,283,247

Significant concentrations of net patient accounts receivable are as follows:

	June 30	
	2016	**2015**
HMO/PPO/Commercial	**42%**	36%
Medicare	**29**	32
Medi-Cal	**28**	29
Other	**1**	3
Total	**100%**	100%

Inpatient acute care services, outpatient services, and skilled nursing services rendered to Medicare program beneficiaries are paid at prospectively determined rates per discharge. These rates vary according to a patient classification system that is based on clinical, diagnostic, and other factors. Certain inpatient non-acute services and defined capital and medical education costs related to Medicare beneficiaries are paid using a cost reimbursement methodology.

Health care services are provided free of charge or at a significant discount based on a sliding scale to individuals who meet certain financial criteria. VHS makes every effort to determine if a patient qualifies for charity care upon admission. If a patient is determined to qualify for charity

2. Summary of Significant Accounting Policies (continued)

care, services are rendered to the patient free of cost. The costs of providing these services are included in unsponsored community benefit expense and included in net patient service revenue in the consolidated statement of operations. The amount of charity care at cost was $13,981,000 and $13,226,000 for the years ended June 30, 2016 and 2015, respectively.

After satisfaction of amounts due from insurance and the application of financial discounts to patients' balances, and after exhausting all reasonable efforts to collect from the patients, a significant portion of VHS's uninsured and self-pay patient accounts are referred to the third-party agencies based on VHS's established guidelines for further collection activities. As a result, VHS records a significant provision for doubtful accounts related to these uninsured patients in the period the services are rendered.

Payments from Medi-Cal and contracted-rate payers are based on a per-diem, per-discharge, modified cost, or capitated basis or a combination of these.

Adjustments for the finalization of prior year cost reports from both Medicare and Medi-Cal resulted in an increase to patient service revenues of $5,613,000 and $5,176,000, for the years ended June 30, 2016 and 2015, respectively. Additionally, as a result of recent finalized cost reports, management determined that certain allocated reserves related to open prior year Medicare cost reports were no longer necessary, which resulted in a gain of $15,069,000 for the year ended June 30, 2015. St. Francis Medical Center qualified for and received Medi-Cal funding as a disproportionate-share hospital from the state of California under Senate Bill (SB) 855. Related revenues were $27,029,000 and $27,143,000, for the years ended June 30, 2016 and 2015, respectively, and are included in net patient service revenue. Amounts to be received in future years, if any, are subject to annual determination.

The St. Francis Medical Center also received funding for Medi-Cal disproportionate-share hospitals under SB 1255. These SB 1255 funds are paid from the Emergency Services and Supplemental Payments Fund. Related revenues were $7,908,000 and $8,413,000, for the years ended June 30, 2016 and 2015, respectively, and are included in net patient service revenue. This funding must be applied for and approved each year.

The St. Francis Medical Center also qualifies for Medi-Cal funding as a disproportionate-share hospital from the state of California under SB 1732. This SB 1732 program permits health care facilities servicing a disproportionate share of Medi-Cal patients to receive supplemental

2. Summary of Significant Accounting Policies (continued)

reimbursement for a portion of their debt service for qualified capital projects. St. Francis Medical Center has an amendment to its Medi-Cal contract, which was executed on June 19, 1993, for reimbursement related to the St. Francis Medical Center Health Services Pavilion, which was completed in 1991. Related revenues were $2,220,000 and $2,570,000, for the years ended June 30, 2016 and 2015, respectively, and are included in net patient service revenue.

As part of VHS's mission to serve the community, VHS provides care to patients even though they may lack adequate insurance or may participate in programs that do not pay full charges. Reserves for charity care and uncollectible amounts have been established and are netted against patient accounts receivable in the consolidated balance sheets.

Industry Concentration

The receipt of future revenues by VHS is subject to, among other factors, federal and state policies affecting the health care industry. There are future revenue uncertainties that may require that costs be controlled, which will be subject to the capability of management; future economic conditions, which may include an inability to control expenses in periods of inflation; increased competition; and other conditions, which are impossible to predict.

Inventories

Inventories consist of supplies and are stated at the lower of cost or market value, which is determined using the first-in, first-out method. Inventories are reviewed for obsolescence on a periodic basis. Amounts are included in other current assets.

Assets Limited as to Use

Assets limited as to use represent assets designated by the board of directors for future capital improvements, other specific purposes for Marillac over which the board of directors retains control, assets held by trustees under bond indenture agreements, and investments restricted by donors. The board of directors has the full ability to utilize the Marillac assets limited as to use to satisfy the needs of on-going operations, as necessary. Investment income or loss is included in deficiency of revenues over expenses, unless the income or loss is restricted by donor or law. The assets are reflected in the assets limited as to use line item in the consolidated balance sheets.

2. Summary of Significant Accounting Policies (continued)

Investments

Investments received through gifts are recorded at estimated fair value at the date of donation. Gains and losses that result from market fluctuations are recognized in the period that such fluctuations occur. Realized gains or losses resulting from sales or maturities are calculated on an adjusted-cost basis. Adjusted-cost is the original cost of the security adjusted for any purchases or sales during the year. Dividend and interest income are accrued when earned.

Investment income includes the following (in thousands):

	Year Ended June 30	
	2016	**2015**
Interest and dividends	**$ 867**	$ 3,362
Investment fees	**(208)**	(213)
Unrealized gain (loss) on investments – net	**848**	(936)
Net realized gain on sales of securities	**555**	1,660
	2,062	3,873
Amounts included in changes in restricted net assets	**(12)**	3
Investment income	**$ 2,050**	$ 3,876

Property and Equipment

Property and equipment are stated at cost if purchased, and at fair market value if donated. Depreciation of property and equipment is calculated using a half-year convention and the straight-line method for financial statement purposes. Estimated useful lives by classification are as follows:

Land improvements	5–25 years
Buildings	10–40 years
Building service equipment	5–25 years
Equipment	4–20 years

2. Summary of Significant Accounting Policies (continued)

Long-Lived Asset Impairment

VHS routinely evaluates the carrying value of its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset, or related group of assets, may not be recoverable from estimated future undiscounted cash flows generated by the underlying tangible assets. When the carrying value of an asset exceeds the estimated recoverability, an asset impairment charge is recognized. The impairment tests are based on financial projections prepared by management that incorporate anticipated results from programs and initiatives being implemented and market value assessments of the assets. If the projections are not met, or if negative trends occur that impact the future outlook, the value of the long-lived assets may be impaired, which could be material.

In fiscal year 2015, VHS recorded $10,000,000 of impairment for the estimated non-recoverability of the building and select equipment at St. Vincent Medical Center. The amount of impairment was determined using a distressed revenue multiple, and was allocated using comparable prices for similar assets. There is no long-lived asset impairment recorded for the year ended June 30, 2016.

Fair Value of Financial Instruments

The carrying amounts reported in the consolidated balance sheets for cash and cash equivalents, accounts receivable, accounts payable, accrued liabilities, and due to/from government agencies approximate fair value. The fair value of investments is disclosed in Notes 3 and 7, and the fair value of debt is disclosed in Note 8.

Medical Foundation

The VHS Medical Foundation was established in December 2011 and incorporated under the California Nonprofit Religious Corporation regulations as a not-for-profit corporation exempted from IRC Section 501(c)(3). The sole member of this corporation is VHS, acting through its board of directors.

2. Summary of Significant Accounting Policies (continued)

Self Insurance

VHS is self-insured for hospital professional and general liabilities by a wholly-owned self-insured captive insurance company. The provisions for estimated hospital professional and general liability claims include estimates of the ultimate costs for both uninsured reported claims and claims incurred-but-not-reported (IBNR), in accordance with actuarial projections or paid claims lag models based on past experience. Such claim reserves are based on the best data available to VHS; however, these estimates are subject to a significant degree of inherent variability. There is at least a reasonable possibility that a material change to the estimated reserves will occur in the near term. Such estimates are continually monitored and reviewed, and as reserves are adjusted, the differences are reflected in current operations. Management is of the opinion that the associated liabilities recognized in the accompanying consolidated financial statements are adequate to cover such claims.

VHS has entered into reinsurance, stop loss, and excess policy agreements with independent insurance companies to limit its losses on hospital professional and general liability claims.

Hospital professional and general liabilities (HPL/GL) were $16,802,000 and $13,161,000, discounted at a rate of 4% as of June 30, 2016 and 2015, respectively. Management is not aware of any potential hospital professional and general liability claims whose settlement would have a material adverse effect on VHS's consolidated financial position.

Workers' Compensation Insurance

VHS is insured for workers' compensation claims with major independent insurance companies, subject to certain deductibles of $500,000 per occurrence as of June 30, 2016 and 2015. Based on actuarially determined estimates, provisions have been made in the consolidated financial statements, with the current portion included within accrued liabilities and the non-current portion within workers' compensation and hospital professional and general liabilities, for all known claims and IBNR claims as of June 30, 2016 and 2015. Workers' compensation liabilities were $24,751,968 and $24,278,000, discounted using a rate of 4%, as of June 30, 2016 and 2015, respectively. Estimation differences between actual payments and amounts recorded in previous years are recognized as expense in the year such amounts become determinable.

2. Summary of Significant Accounting Policies (continued)

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those for which use by VHS has been limited by donors to a specific time period or purpose. Permanently restricted net assets have been restricted by donors to be maintained by VHS in perpetuity.

California Hospital Fee Program

California legislation established a program in 2009 that imposes a Quality Assurance Fee (QA Fee) on certain general acute-care hospitals in order to make supplemental and grant payments and increased capitation payments (Supplemental Payments) to hospitals up to the aggregate upper payment limit for various periods. There have been four such programs (the Programs) since inception.

The Programs are designed to make supplemental inpatient and outpatient Medi-Cal payments to private hospitals, including additional payments for certain facilities that provide high-acuity care and trauma services to the Medi-Cal population. This hospital QA Fee program provides a mechanism for increasing payments to hospitals that serve Medi-Cal patients, with no impact on the state's General Fund. Payments are made directly by the state or Medi-Cal managed care plans, which will receive increased capitation rates from the state in amounts equal to the Supplemental Payments. Outside of the legislation, the California Hospital Association has created a private program, operated by the California Health Foundation and Trust (CHFT), which was established to alleviate disparities potentially resulting from the implementation of the Programs.

The Programs require full federal approval (i.e., by the Centers for Medicare and Medicaid Services (CMS)) in order for them to be fully enacted. If final federal approval is not ultimately obtained, provisions in the underlying legislation allowed for the QA Fee, previously assessed, and Supplemental Payments, previously received, to be returned and recouped, respectively. As such, revenue and expense recognition is not allowed until full CMS approval was obtained.

2. Summary of Significant Accounting Policies (continued)

In June 2012, the third program (30-Month Program), covering the period from July 2011 to December 2013, was amended to allow for the fee-for-service portion to be administered separately from the managed care portion. The fee-for-service portion of the 30-Month Program was approved in June 2012. In May and June 2013, 24 months of managed care payments were approved by CMS. In December 2014, the final six months of managed care payments were approved by CMS.

In October 2013, the fourth program (36-Month Program), covering the period from January 2014 to December 2016, was signed into law by the governor of California. The fee-for-service payments of the 36-Month Program were approved in December 2014 by CMS. The first six months of expansion managed care payments were approved by CMS in June 2016. The first six months of non-expansion managed care payments were approved by CMS in June 2015. The first six months of expansion managed care payments were approved by CMS in March 2016.

VHS recognized payments to the California Department of Health Care Services for the QA Fee in the amount of $84,221,000 and $134,198,000 and pledge payments to CHFT of $1,228,000 and $2,282,000 within purchased services and other expenses for the years ended June 30, 2016 and 2015, respectively. VHS also recognized Supplemental Payment revenue in the amount of $134,061,000 and $222,467,000 pertaining to the 30-Month and 36-Month Programs within the net patient service revenues for the years ended June 30, 2016 and 2015, respectively.

Meaningful Use Incentives

The American Recovery and Reinvestment Act of 2009 established payments under the Medicare and Medi-Cal programs for certain professionals and hospitals that meaningfully use certified electronic health record (EHR) technology. The Medicare incentive payments are paid out to qualifying hospitals over four consecutive years on a transitional schedule. To qualify for Medi-Cal incentives, hospitals and physicians must annually meet EHR "meaningful use" criteria that become more stringent over three stages as determined by CMS. For the years ended June 30, 2016 and 2015, VHS has recorded meaningful use incentive payments of $507,334 and $7,947,000, respectively. These incentive payments have been recorded as other operating revenue in the VHS consolidated financial statements.

2. Summary of Significant Accounting Policies (continued)

Premium Revenue

Certain entities of VHS have at-risk agreements with various payers to provide medical services to enrollees. Under these agreements, VHS receives monthly payments based on the number of enrollees, regardless of services actually performed by VHS. VHS accrues costs when services are rendered under these contracts, including estimates of IBNR claims and amounts receivable/payable under risk-sharing arrangements.

The IBNR accrual includes an estimate of the costs of services for which VHS is responsible, including out-of-network services.

Other Operating Revenue

Included in other operating revenue are amounts from investments in health-related activities, rental income, cafeteria, and other non-patient care revenue.

Contributions

Unconditional promises to give cash and other assets to VHS are reported at fair value at the date the promise is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets. Net assets released from restrictions used for operations are also included in other operating revenue as contribution revenue to the Hospitals.

2. Summary of Significant Accounting Policies (continued)

Interest Expense

Interest expense on debt issued for construction projects, net of income earned on the funds held pending use, is capitalized from the date of the borrowing until the projects are placed in service. Interest components include the following (in thousands):

	Year Ended June 30	
	2016	**2015**
Total interest expense	**$ 20,943**	$ 23,215
Less: capitalized interest expense	**(350)**	(665)
Net interest expense	**$ 20,593**	$ 22,550

Income Taxes

VHS has established its status as an organization exempt from income taxes under IRC Section 501(c)(3) and the laws of California. Certain activities of the operating entities of VHS may be subject to income taxes; however, such activities are not significant to the consolidated financial statements.

Performance Indicator

Management considers the deficiency of revenues over expenses to be VHS's performance indicator. Deficiency of revenues over expenses includes all changes in unrestricted net assets, except net assets released from restrictions used for purchase of property and equipment, the change in funded status of pension plans, and other.

Certain Obligated Group members have a policy whereby assets are periodically transferred as charitable distributions to subsidiaries of VHS that are not members of the Obligated Group. These transfers are accounted for as direct charges to the Obligated Group members' unrestricted net assets. It is anticipated that Obligated Group members will continue to make asset transfers to the subsidiaries. These transfers are eliminated upon consolidation.

2. Summary of Significant Accounting Policies (continued)

Asset Retirement Obligations (AROs)

AROs are legal obligations associated with the retirement of long-lived assets. These liabilities are initially recorded at fair value, and the related asset retirement costs are capitalized by increasing the carrying amount of the related assets by the same amount as the liability. Asset retirement costs are subsequently depreciated over the useful lives of the related assets. Subsequent to initial recognition, VHS records period-to-period changes in the ARO liability resulting from the passage of time. VHS's ARO liabilities recorded in the consolidated financial statements at June 30, 2016 and 2015, were $3,627,000 and $3,421,000, respectively.

Revenue Guarantees

VHS has agreements with physicians whereby minimum revenues are guaranteed by VHS for stipulated dollar amounts over specified periods, as defined in the contracts. VHS records a liability for the amount of the guaranteed revenue at the time the contract is entered into and adjusts the liability as it is expended. VHS has recorded liabilities of $921,506 and $746,000 as of June 30, 2016 and 2015, respectively.

Recent Accounting Pronouncements

In August 2016, the Financial Accounting Standard Board (FASB) issued Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements for Not-For-Profit Entities*, which will require not-for-profit entities to revise financial presentation to include: net asset classifications, provide quantitative and qualitative information as to available resources and management of liquidity and liquidity risk, information on investment expenses and returns, and the presentation of operating cash flows. The standard aims to help the reader of the financial statements to better understand the financial position of the organization and enhance consistency among similar organizations. ASU 2016-02 is effective for annual periods beginning after December 15, 2017. Early adoption is permitted. VHS is currently evaluating the impact of this new standard on the consolidated financial statements.

2. Summary of Significant Accounting Policies (continued)

In February 2016, the FASB issued ASU No. 2016-02, *Leases, (Topic 842): Amendments to the FASB ASC.* ASU 2016-02 amends the existing accounting standards for lease accounting, including requiring lessees to recognize most leases on their balance sheets and making targeted changes to lessor accounting. The new standard requires a modified retrospective transition approach for all leases existing at, or entered into after, the date of initial application, with an option to use certain transition relief. The amendments in this update are effective for fiscal years (and interim reporting periods within fiscal years) beginning after December 15, 2018. Early adoption of the amendments is permitted for all entities. VHS is currently evaluating the impact of this new standard on the consolidated financial statements.

In May 2015, the FASB issued ASU 2015-07, *Fair Value Measurement (Topic 820),* which removes the requirement to categorize within the fair value hierarchy all investments for which fair value is measured using the net asset value per share practical expedient and limits the disclosure requirement. ASU 2015-07 is effective for annual and interim periods beginning after December 15, 2015. VHS does not believe this standard will have an impact on the consolidated financial statements.

In April 2015, the FASB issued ASU 2015-03, *Interest-Imputation of Interest (Subtopic 835-30),* which changes the presentation of debt issuance costs in the financial statements. Under ASU 2015-03, an entity presents such costs in the balance sheet as a direct deduction from the related debt liability rather than as an asset, and amortization of the costs is reported as interest expense. The guidance is effective for VHS as of July 1, 2016. The adoption of ASU 2015-03 is not expected to have a material impact on the consolidated financial statements.

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606),* and in August 2015, the FASB issued ASU 2015-14, *Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date,* which defers the effective date of ASU 2014-09 by one year. ASU 2014-09 requires the entity to recognize revenue for the transfer of goods or services equal to the amount that it expects to be entitled to receive for those goods or services, effective for periods beginning after December 15, 2017. VHS is currently evaluating the impact of this new standard on the consolidated financial statements.

3. Fair Value Measurements

VHS accounts for certain assets at fair value or on a basis that approximates fair value. A fair value hierarchy for valuation inputs has been established to prioritize the valuation inputs into three levels based on the extent to which inputs used in measuring fair value are observable in the market. Each fair value measurement is reported in one of the three levels, which is determined by the lowest-level input that is significant to the fair value measurement in its entirety. These levels are as follows:

- *Level 1* – Quoted prices are available in active markets for identical assets as of the measurement date. Financial assets in Level 1 include listed equities and money market balances.

- *Level 2* – Pricing inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets. Financial assets in this category generally include asset-backed securities, corporate bonds, municipal bonds, and commingled investment funds.

- *Level 3* – Pricing inputs are generally unobservable for the assets and include situations where there is little, if any, market activity for the investment. The inputs used in determination of fair value require management's judgment or estimation of assumptions that market participants would use in pricing the assets. Therefore, the fair values are determined using factors that involve judgment and interpretations, including discounted cash flow models and similar techniques. There were no Level 3 investments at June 30, 2016 and 2015.

3. Fair Value Measurements (continued)

The following represents assets measured at fair value on a recurring basis (in thousands):

	June 30, 2016		
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Other investments – assets limited as to use:			
Cash equivalents	$ 60,264	$ 60,264	$ –
Debt securities issued by foreign corporations	2,063	–	2,063
Debt securities issued by the U.S. Treasury and other U.S. government corporations	13,919	–	13,919
Government mortgage-backed securities	1,096	–	1,096
Commercial mortgage-backed securities	5,111	–	5,111
Corporate U.S. debt securities	13,450	–	13,450
Index funds	10,416	–	10,416
Investment held in trust account	5,924	–	5,924
	112,243	60,264	51,979
Under bond indenture agreements – assets limited as to use:			
Cash equivalents	25,154	25,154	–
	$ 137,397	$ 85,418	$ 51,979

3. Fair Value Measurements (continued)

	June 30, 2015		
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Other investments – assets limited as to use:			
Cash equivalents	$ 12,737	$ 12,737	$ –
Debt securities issued by foreign corporations	1,961	–	1,961
Debt securities issued by the U.S. Treasury and other U.S. government corporations	14,806	–	14,806
Government mortgage-backed securities	1,575	–	1,575
Commercial mortgage-backed securities	4,094	–	4,094
Corporate U.S. debt securities	14,017	–	14,017
Index funds	10,311	–	10,311
Convertible equity	32	–	32
Investment held in trust account	5,282	–	5,282
	64,815	12,737	52,078
Under bond indenture agreements – assets limited as to use:			
Cash equivalents	2,000	2,000	–
Receivables under repurchase agreement	23,871	–	23,871
	$ 90,686	$ 14,737	$ 75,949

There were no transfers to or from Levels 1, 2, or 3 during the years presented. The Level 2 financial assets listed in fair value hierarchy tables above use the following valuation techniques and inputs:

VHS participated in Ascension Health's pooled Catholic Healthcare Investment Management Company (CHIMCO) Alpha Fund, LLC, which is carried at fair value based on quoted market prices, quoted market prices for similar instruments, and observable and unobservable inputs. The pooled fund is composed of cash, equity securities (domestic and foreign), U.S. federal and corporate obligations, to be announced (TBA) mortgage-backed securities, asset-backed securities, and fixed-income securities and is designated as Level 2. Beginning January 1, 2014, VHS moved all of its investments in the Alpha Fund to short-term liquid funds, such as cash and cash equivalents. As of September 2014, VHS sold its investment in the Fund, and Ascension Investment Management no longer manages any funds on behalf of VHS.

3. Fair Value Measurements (continued)

For marketable securities, such as foreign corporation and U.S. government debt securities, government and commercial mortgage-backed securities, TBA mortgaged-backed securities, corporate U.S. debt securities, index funds, and beneficial interest held in trust accounts, wherein identical quoted market prices are not readily available, the fair value of such investments is determined based on market participant pricing or other available market data for comparable instruments and transactions at the measurement date. VHS, therefore, incorporates industry-standard valuation techniques as inputs to fair valuation of its investments designated as Level 2.

VHS's rationale for the assignment of levels is based on types or classes of financial assets, rather than an analysis of each individual asset. Key consideration in the assignment of levels was given to the determination of a security's fair valuation measurement if obtained from an active market, and then further consideration was given for the types of inputs used to evaluate the fair value price. This approach has been supported by management's analysis of the methodology, the evaluated pricing models, and inputs used by its pricing vendors. It is also consistent with industry practice.

Where quoted prices are available in an active market (exchange-traded), the securities are classified as Level 1. It is a market in which transactions occur with sufficient frequency and volume to provide pricing information on an ongoing basis. If quoted market prices are not readily available for a specific financial asset, then value is determined using quoted prices of assets with similar characteristics and is classified as Level 2. Examples of these categories are VHS's investment in high-yield debt securities, collateralized mortgage obligations, and fixed-income prices provided by a broker-dealer. In cases where there is limited activity and less transparency associated with inputs to the valuation, VHS will designate the investments as Level 3.

Investment Held in Trust Accounts

VHS is the beneficiary of a split-interest agreement from a donor. The related assets are controlled and invested by an independent third party. VHS records the assets for its share when formal written or other verifiable documentation is received. VHS's share of the assets is based on the present value of the estimated future distributions to be received by VHS over the term of the agreement. The agreements are carried at fair value based on the underlying assets. VHS used 2% discount rate to value split-interest agreements at June 30, 2016.

3. Fair Value Measurements (continued)

Receivables Under Repurchase Agreements

VHS participated in a repurchase agreement with a custodian, whereby VHS loaned cash from a bond reserve fund to a third party on a short-term basis. The loans were secured by collateral, consisting of various investments that equal the amount of the cash loaned. VHS was paid a fixed rate of return of 4.6% for the amounts loaned. Interest is accrued monthly and paid semi-annually. The amounts of the receivables under repurchase agreements were $0 and $23,871,000 at June 30, 2016 and 2015, respectively, and are included in assets limited as to use under bond indenture agreements. The loans remained in place until the termination date, which was July 1, 2015, at which time these funds were held in cash by the trustee.

4. Property and Equipment

Property and equipment consists of the following (in thousands):

	June 30	
	2016	**2015**
Land	**$ 28,970**	$ 29,955
Land improvements	**20,252**	20,263
Buildings and service equipment	**705,025**	710,572
Equipment	**524,828**	526,830
Construction in progress	**8,139**	5,312
Total	**1,287,214**	1,292,932
Less accumulated depreciation	**(1,042,302)**	(1,010,717)
	$ 244,912	$ 282,215

5. Other Assets

Other current assets consist of the following (in thousands):

	June 30 2016	2015
Inventories	$ 21,501	$ 21,594
Prepaid expenses	13,129	6,932
Provider fee receivable	51,761	74,176
Other receivable	5,343	6,457
Pledges receivable	2,968	3,154
Deposit	5,108	2,682
Other current assets	6,463	6,264
	$ 106,273	$ 121,259

Other long-term assets consist of the following (in thousands):

	June 30 2016	2015
Notes receivable – primarily secured	$ 646	$ 1,143
Ownership interest in health-related activities – net	3,368	3,710
Other	6,347	4,537
	$ 10,361	$ 9,390

6. Accrued Liabilities and Other Current Liabilities

Accrued liabilities and other current liabilities consist of the following (in thousands):

	June 30	
	2016	**2015**
Wages and benefits	**$ 66,803**	$ 61,406
Out-of-network cost and IBNR	**30,145**	35,556
Management and consulting fee	**30,193**	–
Purchased services	**17,170**	11,019
Provider fee payable	**29,361**	34,192
Other	**43,731**	22,689
Total accrued liabilities	**$ 217,403**	$ 164,862

7. Pension and Other Postretirement Benefit Plans

VHS maintains a single employer defined benefit retirement plan and participates in a multi-employer defined benefit retirement plan. The plans have been frozen for all employees, except members of the California Nurses Association (CNA). Benefits are generally based on age, years of service, and employee compensation. VHS also offers postretirement health care benefits to a limited number of its employees. The postretirement health care benefits are determined based on age and years of service.

The first retirement plan is a multiemployer defined benefit pension plan called Retirement Plan for Hospital Employees (RPHE). The entities that participate in the RPHE are Seton Medical Center, Seton Medical Center Coastside, O'Connor Hospital, Saint Louise Regional Hospital, and Caritas Business Services (however, as noted above, only CNA members at these locations earn new benefits under the plan). Benefits are generally based on years of service and the employee's compensation. Contributions to the plan are based on actuarially determined amounts sufficient to meet the benefits to be paid to plan participants and satisfy IRS funding requirements. VHS contributed cash of $17,223,000 and $14,495,000 to the RPHE during the fiscal years ended June 30, 2016 and 2015, respectively.

7. Pension and Other Postretirement Benefit Plans (continued)

The second retirement plan is a single-employer defined benefit pension plan (the Retirement Plan). VHS associates at St. Francis Medical Center, St. Vincent Medical Center, O'Connor Hospital, Saint Louise Regional Hospital, and the system office are eligible to participate in this plan (however, as noted above, only CNA members continue to earn new benefits under the plan). VHS contributed $12,915,000 and $18,479,000 to the Retirement Plan during the fiscal years ended June 30, 2016 and 2015, respectively.

VHS also maintains a retiree health insurance program (the Postretirement Healthcare Plan), which provides medical benefits to retirees from early retirement to age 65 only. VHS employees at O'Connor Hospital, St. Louise Regional Hospital, Seton Medical Center, and Seton Medical Center Coastside are eligible to participate in this plan. The Postretirement Healthcare Plan is an unfunded plan. VHS contributed $58,000 and $98,000 to the Postretirement Healthcare Plan during the fiscal years ended June 30, 2016 and 2015, respectively.

Defined Contribution Retirement Plans

In addition to the above pension plans, VHS maintains three different defined contribution retirement plans for its employees. One of these defined contribution plans (TSA/403(b)) includes employee voluntary contributions only. A second defined contribution plan (Match Benefit) requires employer contributions and the benefits are based on a percentage of the employees' contributions to the TSA/403(b). A third plan covers all employee groups except members of the CNA and is a fully employer-paid defined contribution plan with benefits based on a percentage of compensation. During the fiscal years ended June 30, 2016 and 2015, the employer's contribution for these three defined contribution plans was $21,749,023 and $24,472,000, respectively.

7. Pension and Other Postretirement Benefit Plans (continued)

The funded status of the Retirement Plan and the Postretirement Healthcare Plan benefits is as follows (in thousands):

	June 30, 2016		June 30, 2015	
	Retirement Plan	Postretirement Healthcare Plan	Retirement Plan	Postretirement Healthcare Plan
Change in benefit obligation:				
Benefit obligation – beginning of year	**$ 523,435**	**$ 3,656**	$ 505,523	$ 5,002
Service cost	**2,062**	**181**	2,162	256
Interest cost	**24,614**	**163**	23,355	215
Actuarial loss (gain)	**47,408**	**(1,986)**	11,728	(1,719)
Benefits paid	**(24,280)**	**(58)**	(19,333)	(98)
Benefit obligation – end of year	**$ 573,239**	**$ 1,956**	$ 523,435	$ 3,656
Accumulated benefit obligation	**$ 563,329**	**$ 1,956**	$ 515,437	$ 3,656

	June 30, 2016		June 30, 2015	
	Retirement Plan	Postretirement Healthcare Plan	Retirement Plan	Postretirement Healthcare Plan
Change in plan assets:				
Fair value of plan assets – beginning of year	**$ 275,824**	**$ –**	$ 275,058	$ –
Actual return on plan assets	**8,133**	**–**	3,271	–
Employer contribution	**12,915**	**58**	18,479	98
Benefits paid	**(24,280)**	**(58)**	(19,333)	(98)
Administrative expenses	**(1,712)**	**–**	(1,651)	–
Fair value of plan assets – end of year	**$ 270,880**	**$ –**	$ 275,824	$ –
Funded status	**$ (302,359)**	**$ (1,956)**	$ (247,611)	$ (3,656)

7. Pension and Other Postretirement Benefit Plans (continued)

Amounts that have not yet been recognized as components of net period benefit cost are as follows (in thousands):

	June 30, 2016		June 30, 2015	
	Retirement Plan	Postretirement Healthcare Plan	Retirement Plan	Postretirement Healthcare Plan
Net actuarial loss (gain)	$ 234,717	$ (12,042)	$ 181,392	$ (11,043)
Prior service costs	–	280	–	352
Total amount not recognized	$ 234,717	$ (11,762)	$ 181,392	$ (10,691)

The components of net period benefit cost and amounts recognized in the consolidated statements of operations and changes in net assets apart from expenses are as follows (in thousands):

	Year Ended June 30, 2016		Year Ended June 30, 2015	
	Retirement Plan	Postretirement Healthcare Plan	Retirement Plan	Postretirement Healthcare Plan
Components of net periodic benefit cost (income):				
Service cost	$ 2,062	$ 181	$ 2,162	$ 256
Interest cost	24,614	163	23,355	215
Expected return on plan assets	(18,611)	–	(18,503)	–
Net prior service cost amortization	–	72	–	72
Amortization of actuarial loss (gain)	4,463	(987)	4,226	(887)
Cost of special events	1,810	–	–	–
Total	$ 14,338	$ (571)	$ 11,240	$ (344)
Change in net assets apart from periodic benefit cost:				
Net actuarial loss (gain)	$ 59,598	$ (1,986)	$ 28,611	$ (1,719)
Deduct:				
Amortization of prior service cost	–	(72)	–	(72)
Amortization of actuarial (loss) gain	(6,273)	987	(4,226)	887
Total	$ 53,325	$ (1,071)	$ 24,385	$ (904)

7. Pension and Other Postretirement Benefit Plans (continued)

The estimated actuarial loss and prior service cost for the Retirement Plan that will be amortized into net periodic benefit cost over the next fiscal year is $6,157,000 and $0, respectively.

The estimated actuarial gain and prior service cost for the Postretirement Healthcare Plan that will be amortized into net periodic benefit cost over the next fiscal year is $(1,193,000) and $72,000, respectively.

Assumptions

The weighted-average assumptions used to determine benefit obligations and net period benefit costs, are as follows:

	June 30, 2016		June 30, 2015	
	Retirement Plan	Postretirement Healthcare Plan	Retirement Plan	Postretirement Healthcare Plan
Weighted-average assumptions used to determine benefit obligations:				
Discount rate	**4.05%**	**3.85%**	4.80%	4.55%
Rate of compensation increase	**2.50%**	**N/A**	2.50%	N/A
Weighted-average assumptions used to determine net periodic benefit costs:				
Discount rate	**4.80%**	**4.55%**	4.70%	4.40%
Expected return on plan assets	**7.00%**	**N/A**	7.25%	N/A
Rate of compensation increase	**2.50%**	**N/A**	3.50%	N/A

Expected Return on Plan Assets

The Retirement Plan's estimated long-term rate of return on pension assets is driven primarily by historical asset-class returns, an assessment of expected future performance, advice from external actuarial firms, and the incorporation of specific asset-class risk factors. Asset allocations are periodically updated using pension plan asset/liabilities studies, and VHS's estimated long-term rates of return are consistent with these studies. The Retirement Plan portfolio return assumption is 6.75% and 7.00% at June 30, 2016 and 2015, respectively.

7. Pension and Other Postretirement Benefit Plans (continued)

Discount Rate

The discount rate assumptions used to determine the postretirement benefit plan obligations and expenses reflect the prevailing rate available on high-quality, fixed-income debt instruments. The rate was based on cash flow analysis that matched estimated future benefit payments to the bond discount yield curve as of June 30, 2016 and 2015.

Other Benefit Assumptions

For the measurement of accumulated postretirement benefit obligations at June 30, 2016, the Postretirement Healthcare Plan assumed health care cost trend rates start at 8.00% in 2016 and decrease by 0.25%-0.50% annually, reaching an ultimate rate of 5.50% in fiscal year 2023. A one-percentage-point change in assumed health care cost trend rates would not have a material effect on VHS's consolidated financial statements.

Plan Assets and Investment Strategy

The following information represents VHS's pension plan assets measured at fair value and indicate the fair value hierarchy and valuation techniques utilized to determine such fair value (in thousands):

	June 30, 2016		
	Total Balance	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Cash equivalents	$ 3,852	$ 3,852	$ –
Common collective trust funds	64,711	–	64,711
Fixed-income funds	91,816	–	91,816
Domestic stocks	46,765	46,765	–
Real estate equity investments	14,002	14,002	–
Foreign stock funds	49,734	–	49,734
Total plan assets	$ 270,880	$ 64,619	$ 206,261

7. Pension and Other Postretirement Benefit Plans (continued)

	June 30, 2015		
	Total Balance	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Cash equivalents	$ 1,637	$ 1,637	$ –
Common collective trust funds	81,255	–	81,255
Fixed-income funds	95,983	–	95,983
Domestic stocks	24,670	24,670	–
Real estate equity investments	19,379	19,379	–
Foreign stock funds	52,900	–	52,900
Total plan assets	$ 275,824	$ 45,686	$ 230,138

As of June 30, 2016, $2,806,336 of the plan's cash balance was held in a separate non-interest-bearing cash account for the purpose of claims disbursement by the plan's administrator.

VHS's investment strategy for the assets of the Retirement Plan is designed to preserve principal while earning returns relative to the overall market consistent with a prudent level of risk. The strategy balances the liquidity needs of the Retirement Plan with the long-term return goals necessary to satisfy future obligations. The target asset allocation is diversified across traditional asset classes. Diversification is also achieved through participation in U.S. and non-U.S. markets, investment manager style, philosophy, and capitalization. The complementary investment styles and approaches used by investment managers are aimed at reducing volatility while capturing the equity premium from the capital markets over the long term. Risk tolerance is established through consideration of plan liabilities, plan funded status, and VHS's consolidated financial condition. Consistent with VHS's fiduciary responsibilities, the fixed-income allocation generally provides for security of principal to meet near-term expenses and obligations. Periodic reviews of the market values and corresponding asset allocation percentages are performed to determine whether a rebalancing of the portfolio is necessary.

7. Pension and Other Postretirement Benefit Plans (continued)

The following were the target asset allocations as of June 30, 2016, by major asset classification:

Fixed-income funds	33%
Domestic stocks	30
Foreign stock funds	20
Inflation linked	17
Total plan assets	100%

Cash Contributions and Benefit Payments

VHS expects to contribute $28,501,000 to the Retirement Plan and $67,000 to the Postretirement Healthcare Plan the fiscal year ending in 2017.

The benefit payments, which reflect expected future service, as appropriate, expected to be paid in each of the next five years, and in aggregate for the next five years, are as follows (in thousands):

	Retirement Plan Benefits	Postretirement Healthcare Benefits
2017	$ 21,563	$ 67
2018	22,949	89
2019	24,628	112
2020	26,295	129
2021	28,718	141
Next five years	159,524	793

7. Pension and Other Postretirement Benefit Plans (continued)

Multiemployer Plan

Certain affiliated entities in Northern California participate in multiemployer defined benefit retirement plans as described below (in thousands):

Plan	Pension Plan Employer Identification Number/Plan Number	Pension Protection Act Zone Status June 30 2016	Pension Protection Act Zone Status June 30 2015	Funding Improvement/ Rehabilitation Plan Status June 30, 2016
Retirement Plan for Hospital Employees	94-2995676/001	Green	Green	No

Pension Protection Act Zone Status (from worst to best):

Critical Status	Red
Seriously Endangered	Orange
Endangered	Yellow
None of the above	Green

Plan	Pension Plan Employer Identification Number/Plan Number	Contributions 2017 (Expected)	Contributions 2016	Contributions 2015	Surcharge Imposed (during 2013)	Collective Bargaining Agreement Expiration Date
Retirement Plan for Hospital Employees	94-2995676/001	$ 19,330	**$ 17,223**	$ 14,588	No	October 31, 2018

Since March 1, 2011, participant benefits were frozen for the non-contractual employees of the two participating affiliates in the Retirement Plan for Hospital Employees. Beginning January 1, 2013, participant benefits were frozen for all Service Employees International Union (SEIU) employees. Certain affiliates will continue to make periodic contributions as needed for eligible participants.

7. Pension and Other Postretirement Benefit Plans (continued)

The contributions for the multiemployer plan were approximately 38% and 45% of the total contributions to the plan for June 30, 2016 and 2015, respectively. There are no minimum contributions required for future periods by the collective-bargaining agreements, statutory obligations, or other contractual obligations for both plans.

The risks of participating in multiemployer plans are different from single-employer plans in the following aspects: (i) assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers; (ii) if a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers; and (iii) if the affiliates choose to stop participating in the multiemployer plan, the affiliates may be required to pay the plan an amount based on the underfunded status of the plan, referred to as a withdrawal liability.

8. Debt

Long-term debt consists of the following (in thousands):

	June 30	
	2016	**2015**
California Statewide Communities Development Authority Revenue Bonds Series 2005A, payable in varying installments through 2040, fixed interest rates ranging from 5.00% to 5.25%	**$ 249,850**	$ 253,150
California Statewide Communities Development Authority Revenue Bonds Series 2005F, G, and H (St. Francis Medical Center), payable in varying annual installments through 2026, fixed interest rates ranging from 5.00% to 5.25%	**22,740**	25,530
California Public Finance Authority Revenue Notes (Verity Health System), Series 2015 A and B fixed interest only bonds paying interest at 7.25%. Principal due June 10, 2019	**105,000**	–
Notes payable for Health Center One Mortgage, $6.5 million face value, payable in monthly installments with a lump-sum payment in May 2018, fixed interest rate of 5.85%	**5,329**	5,506
Other	**53**	564
	382,972	284,750
Less current portion	**6,647**	6,833
	376,325	277,917
Plus bond premium	**4,031**	4,391
	$ 380,356	$ 282,308

8. Debt (continued)

Scheduled long-term principal debt payments as of June 30, 2016, are as follows (in thousands):

2017	$ 6,647
2018	11,880
2019	112,090
2020	7,455
2021	7,840
Thereafter	237,060
	$ 382,972

Obligated Group

Verity Health System of California, Inc. and its five hospitals are collectively referred to as the "Obligated Group" or as "Members," and each individually is sometimes referred to herein as a "Member." The Obligated Group is established pursuant to a Master Indenture of Trust, dated December 1, 2001, as supplemented to date (the Master Indenture), between the Obligated Group and U.S. Bank National Association, as successor master trustee (the Master Trustee). The Obligated Group is jointly and severally liable for obligations issued pursuant to and outstanding under the Master Indenture (Obligations).

Each of the Obligated Group Members has executed one or more deeds of trust pursuant to which the respective Obligated Group Member has granted for the benefit of the Master Trustee, a first lien on, and security interest in, the hospitals and certain other parcels of property owned by such Obligated Group Members, subject to permitted liens, as security for the performance of the Obligated Group Members' obligations under the Master Indenture. Additionally, each of the Obligated Group Members has created a gross revenue fund with its depository bank to further secure its gross revenues for the benefit of the Master Trustee.

The Master Indenture and certain other Obligated Group's financing agreements contain restrictive covenants, including maintenance of a debt ratio, limitations on the amount of any additional borrowings, and limitations on the disposal or transfer of assets to non-obligated group members. Additionally, the financing agreements require that funds are established with, and controlled by, a trustee during the period the bonds remain outstanding. The Obligated Group has complied with such financial covenants and restrictions at June 30, 2016.

8. Debt (continued)

Long-Term Debt

Series 2005 Bonds.

In March 2005, the California Statewide Communities Development Authority (CSCDA), on behalf of Daughters of Charity Health System (now known as VHS), issued four series of revenue bonds in the aggregate principal amount of $364,655,000 (the 2005 Bonds). The 2005 Bonds were comprised of $259,125,000 of 2005 Series A bonds, $39,715,000 of Series F bonds, $48,245,000 of Series H bonds, and $17,570,000 of Series H bonds. The issuance of the 2005 Bonds generated original issue premiums of $12,929,196. A portion of the proceeds of the 2005 was used to refinance prior bonds and finance the costs of constructing, improving, renovating, and equipping certain improvements to the facilities of the Obligated Group. The 2005 Series F bonds matured and were paid pursuant to their terms on July 1, 2010.

The Series 2005 Bonds are a limited obligation of CSCDA and are payable solely from payments made by the Obligated Group. Payment of principal and interest on the Series 2005 Bonds is secured by Obligations issued pursuant to the Master Indenture.

Series 2015 Notes.

On December 14, 2015, the California Public Finance Authority issued an aggregate of $160,000,000 of Revenue Notes (Verity Health System) Series 2015A, B, C, and D (collectively, the 2015 Notes) for the benefit of VHS. There are four series of 2015 Notes. The Series 2015A, B, and D Notes are tax exempt, and the Series 2015C Notes are taxable. While all of the 2015 Notes were authorized and issued, only the Series 2015A Notes ($60,000,000) and the 2015B Notes ($45,000,000) were funded as of June 30, 2016. The Series 2015C Notes ($10,000,000) and the Series 2015D Notes ($45,000,000) were funded on September 19 and October 31, 2016, respectively. A portion of the proceeds of the 2015 Notes was used, together with other funds, to pay the principal of and accrued and unpaid interest on the 2014 Bonds that matured on December 15, 2015.

The 2015 Notes are secured by an Obligation (as defined in the Master Indenture) on parity with other Obligations issued pursuant to the Master Indenture. In addition to their parity lien under the Master Indenture, the 2015 Notes have additional lien rights on the Obligated Group's accounts receivable and in certain properties owned by St. Francis Medical Center and Saint Louise Regional Hospital.

8. Debt (continued)

Short-Term Debt

Series 2014 Bonds.

On July 30, 2014, the CSCDA issued an aggregate of $110,000,000 of Revenue Bonds (Daughters of Charity Health System), Series 2014 A and B (the Series 2014 A and B Bonds) on behalf of Daughters of Charity Health System (now known as VHS). On August 28, 2014, CSCDA issued an additional $15,000,000 of Revenue Bonds (Daughters of Charity Health System), Series 2014 C (together with the Series 2014 A and B Bonds, the "Series 2014 Bonds"). The Series 2014 Bonds were secured by Obligations issued pursuant to the Master Indenture and (1) a first priority lien on the accounts receivable of St. Francis Medical Center, St. Vincent Medical Center, O'Connor Hospital, Saint Louise Regional Hospital, Seton Medical Center, and Seton Coastside as a division of Seton Medical Center; and (2) first priority Deeds of Trust and related subordination agreements with the Master Trustee on certain property of St. Francis Medical Center and Saint Louise Regional Hospital (collectively, the 2014 Priority Assets). The Master Trustee subordinated its interest in the 2014 Priority Assets to the Series 2014 Bond trustee. The Series 2014 Bonds were also secured by a parity lien under the Master Indenture.

Interest accrued at the rate of 6% and was paid on a monthly basis. The Series 2014 Bonds had an initial maturity date of July 10, 2015, and the Series 2014 Bonds were recorded as short-term debt on the VHS consolidated balance sheets as of June 30, 2015. That maturity date was extended to December 15, 2015. On December 15, 2015, VHS paid the full redemption price of the Series 2014 Bonds, which included principal (inclusive of undrawn proceeds of $76,212,000 recorded as other restricted assets as of June 30, 2015), and all accrued and unpaid interest thereon.

Fair Values

The fair value of VHS's bond indebtedness is estimated based on the quoted market prices for the same or similar issues or on the current rates offered for debt of the same remaining maturities. The estimated fair values of the VHS's debt instruments as of June 30, 2016 and 2015, are $336,803,500 and $393,704,000, respectively, and are valued using Level 2 inputs. The reported fair value of VHS's bond indebtedness instruments excludes the full value of an irrevocable principal pre-payment of $6,090,000 and $5,795,000 made as of June 30, 2016 and June 30, 2015, respectively. The fair value amounts do not represent the amount that would be required to expend to retire the indebtedness.

9. Functional Classification of Expense

The following is a functional classification of Verity's expenses:

	Year Ended June 30	
	2016	**2015**
Health services	**$ 1,193,112**	$ 1,227,560
General and administrative	**301,768**	310,454
	$ 1,494,880	$ 1,538,014

10. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets are available for the following purposes (in thousands):

	June 30	
	2016	**2015**
Equipment and expansion	**$ 3,522**	$ 4,823
Research and education	**2,848**	2,965
Restricted contribution	**60,367**	–
Charity and other	**6,593**	7,665
Total temporarily restricted net assets	**73,330**	15,453
Permanently restricted net assets	**8,137**	8,207
Total restricted net assets	**$ 81,467**	$ 23,660

Equipment and expansion relate to assets held by VHS, which are restricted by donors or grantors to be used specifically for equipment, capital projects, or other capital needs.

Research and education relate to assets held by VHS, which are restricted by donors or grantors to be used in specific research or education programs.

Restricted contribution is the remaining portion of the contribution recognized at the time of the transaction contemplated by the Restructuring Agreement (see Note 1 "Organization"). The restriction of this contribution will be lifted pursuant to the terms of the Restructuring Agreement.

10. Temporarily and Permanently Restricted Net Assets (continued)

Charity and other relate mainly to assets held by VHS, which are restricted by donors or grantors to be used in specific health care programs for charity care and other medical and patient services.

Permanently restricted net assets of $8,137,000 and $8,207,000 at June 30, 2016 and 2015, respectively, are restricted to investments to be held in perpetuity, with the income expendable to support VHS's mission.

Endowments

VHS and five of its consolidated charitable foundations follow the Uniform Prudent Management of Institutional Funds Act (UPMIFA). UPMIFA eliminates the concept of "historic dollar value" and allows an institution to spend or accumulate as the board determines is prudent for the uses, benefits, purposes, and duration of the endowment fund unless the gift instrument states a particular spending rate or formula. California's version of UPMIFA also includes a rebuttable provision that spending greater than 7% of the average fair market value (calculated at least quarterly over a minimal period of three years) is presumed to be imprudent.

In accordance with UPMIFA, VHS considers the following factors when appropriating or accumulating an endowment fund: (i) general economic conditions, (ii) effects of inflation and deflation, (iii) the purposes of the institution and the endowment fund, (iv) expected total return from income and appreciation of investments, (v) VHS's other resources, (vi) the duration and preservation of the endowment fund, and (vii) VHS's investment policies.

From time to time, the fair value of assets associated with individual endowment funds may fall below the level that the donor or UPMIFA requires VHS to retain as a fund of perpetual duration. Deficiencies of this nature that are reported in unrestricted net assets were not material as of June 30, 2016 and 2015. These deficiencies resulted from unfavorable investment market fluctuations.

VHS has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Under these policies, as approved by the boards of trustees of the charitable foundations, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results while assuming a moderate level of investment risk.

10. Temporarily and Permanently Restricted Net Assets (continued)

To satisfy its long-term rate-of-return objectives, VHS relies on a balanced investment strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends).VHS targets a diversified asset allocation that places a great emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

The endowment net asset composition by type of fund consists of the following (in thousands):

	June 30, 2016			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	$ 606	$ 789	$ 8,137	$ 9,532
Total funds	$ 606	$ 789	$ 8,137	$ 9,532

	June 30, 2015			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	$ 596	$ 778	$ 8,207	$ 9,581
Total funds	$ 596	$ 778	$ 8,207	$ 9,581

The changes in endowment net assets are as follows (in thousands):

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Balance at June 30, 2014	$ 1,259	$ 1,013	$ 9,154	$ 11,426
Net losses – realized and unrealized	(663)	(235)	(562)	(1,460)
Other	–	–	(385)	(385)
Balance at June 30, 2015	596	778	8,207	9,581
Net gains (losses) – realized and unrealized	**10**	**11**	**(73)**	**(52)**
Other	–	–	**3**	**3**
Balance at June 30, 2016	**$ 606**	**$ 789**	**$ 8,137**	**$ 9,532**

11. Commitments and Contingent Liabilities

Standby Letter of Credit

Marillac, a subsidiary of VHS, pledged $36,939,150 of its investments to support a standby letter of credit issued in favor of Old Republic Insurance Company, one of the Parent's insurers, at June 30, 2016.

Litigation

Certain entities of VHS are defendants in various actions arising from their health care service activities. It is the opinion of management, after consulting with legal counsel, that such actions will not have a material adverse effect on VHS's consolidated financial position or results of operations as of June 30, 2016. Therefore, based on the information provided by its legal counsel, VHS has accrued $1,240,000 and $1,369,000 as of June 30, 2016 and 2015, respectively, which were related to certain of these actions. VHS evaluates recoveries from insurance coverage separately from its liability, and when appropriate, an asset is recorded separately from the associated liability.

As part of its ongoing compliance program, VHS routinely reviews arrangements between physicians and its hospitals. In September and October 2013, VHS made a voluntary self-disclosure to the federal government (in accordance with federal self-disclosure guidelines) related to certain financial arrangements between physicians and one of its hospitals, Seton Medical Center (SMC), that might constitute potential violations of federal regulatory standards. Pursuant to a settlement agreement entered into by SMC with CMS, effective as of November 6, 2015, SMC paid to CMS the sum of $815,000, and CMS agreed to release SMC from administrative liabilities and claims under section 1877(g)(1) of the Social Security Act relating to the matters addressed in the voluntary self-disclosure. VHS filed a self-disclosure with the U.S. Department of Health & Human Services Office of the Inspector General (OIG) indicating possible violations of the Stark Law and the Anti-Kickback Statute by Seton Medical Center. The date of the letter is October 13, 2016. The OIG informed VHS on November 17, 2016, that the disclosure was officially accepted into the Self-Disclosure Protocol. VHS understands that the OIG will next assign the matter to one of its staff attorneys to review. With respect to the facts, VHS continues to investigate to ascertain the amount of potential damages or penalties, and that review is ongoing.

11. Commitments and Contingent Liabilities (continued)

VHS and certain other entities and individuals have been named as defendants in a punitive class action complaint under ERISA. The complaint alleges that VHS's Retirement plan, a defined benefit "church plan" exempt from ERISA, is not a "church plan" and seeks orders, among other relief, requiring the plan to be brought into compliance with ERISA's minimum funding, reporting, and other administrative requirements. This class action has been settled.

VHS is a named defendant in a breach of contract, unjust enrichment, and declaratory relief complaint filed by Prime Healthcare Services, Inc. and Prime Healthcare Foundation, Inc. and captioned *Prime Healthcare Services, Inc., et al., vs. Blue Mountain Management Capital, et al.*, in the Superior Court of California, County of San Bernardino, and San Bernardino Justice Center. The complaint alleges that VHS and the other defendants materially breached the Definitive Agreement entered into between Prime Healthcare Services, Inc., Prime Healthcare Foundation, Inc. and VHS in October 2014 and that the defendants also unjustly enriched themselves at the plaintiff's expense and seeks, among other relief, $135 million in damages. VHS has filed a cross-complaint seeking $40 million. The parties are engaged in discovery and the case is currently scheduled for trial in June 2017. At this time, management cannot accurately estimate the amounts of any payments or settlements that might result, or if additional related issues will arise. There can be no guarantee that any resulting payments or settlements will not have a material adverse impact on VHS's consolidated financial position or results of operations.

Laws and Regulations

The health care industry is subject to numerous laws and regulations of federal, state, and local governments. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as regulatory actions unknown or unasserted at this time. These laws and regulations include, but are not necessarily limited to, matters, such as licensure, accreditation, government health care program participation requirements, reimbursement laws and regulations, anti-referral laws, and false claims prohibitions. In recent years, government activity has increased with respect to investigations and allegations concerning possible violations of reimbursement, false claims, and anti-referral statutes and regulations by health care providers. Certain entities of VHS are subject to such laws and regulations and to governmental investigations, whistle-blower lawsuits, and other legal proceedings concerning such laws and regulations. Violations of these laws and regulations could result in expulsion from government health care programs, as well as imposition of significant fines and penalties and significant repayments for patient services previously reimbursed.

11. Commitments and Contingent Liabilities (continued)

VHS has 6,682 employees as of June 30, 2016, of whom just over 3,954 are full-time employees. Approximately 76% of these employees are employed by VHS entities and are represented by collective bargaining units. Majority of the employees are represented by collective bargaining agreements with Service Employees International Union (SEIU) and California Nurses Association (CNA). The agreement with SEIU, representing 41% of these employees, will expire on October 31, 2018, and the agreement with CNA, representing 22% of these employees, expired on April 30, 2016, and is currently in the process of being negotiated. Employee strikes or other adverse labor actions may have a material adverse impact on VHS's consolidated financial position or results of operations.

Lease Commitments

Future minimum lease payments under VHS's significant non-cancelable operating leases (with initial or remaining lease terms in excess of one year) as of June 30, 2016, are as follows (in thousands):

	Operating Leases
2017	$ 9,521
2018	5,791
2019	3,830
2020	3,871
2021	3,235
Thereafter	2,970
	$ 29,218

Rent expense was $19,501,000 and $22,318,000 for the years ended June 30, 2016 and 2015, respectively.

11. Commitments and Contingent Liabilities (continued)

Seismic Standards

VHS assessed its earthquake retrofit requirements for health care facilities under a state of California law SB 90 that can allow a delay of up to seven years from the January 1, 2013, deadline for Structural Performance Category 1 (SPC-1) retrofits. This affects six buildings at three of VHS's hospitals. The previously reported seventh building, the St. Vincent Medical Center Central Plant, has been upgraded to SPC-2 status. Extensions have been approved by the Office of Statewide Health Planning and Development as follows:

St. Vincent Medical Center Main Hospital must meet SP-2 standards by January 1, 2019. St. Vincent Medical Center Doheny Wing must meet SP-2 standards by July 1, 2019.

O'Connor Hospital 1953 Building must meet SPC-2 standards by July 1, 2019. O'Connor Hospital 1953 Boiler Plant/Laundry must meet SPC-2 standards by January 1, 2019.

Seton Medical Center Main Tower and Seton Medical Center Front Wing must meet SP-2 standards by July 1, 2019.

12. Subsequent Events

VHS has evaluated subsequent events and disclosed all material events through December 8, 2016, which is the date these consolidated financial statements of VHS were issued.

VHS entered into an extended supply support agreement with Premier Healthcare Solutions to redesign the supply chain infrastructure and operations over a three-year period beginning September 1, 2016, to improve resource utilization.

In October 2016, VHS engaged Conifer Health Solutions for its expertise as a single-source revenue cycle management provider. The multi-year agreement will yield optimized revenue cycle operations for the health system's six facilities, enhanced operating efficiency and reduced administrative expenses.

Supplementary Schedules

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Building a better working world

Report of Independent Auditors on Supplementary Information

The Board of Directors
Verity Health System of California, Inc.

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidating financial statement schedules for Verity Health System of California, Inc. are presented for the purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Ernst & Young LLP

December 8, 2016

A member firm of Ernst & Young Global Limited

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Balance Sheet

As of June 30, 2016
(In Thousands)

	O'Connor Hospital	Seton Medical Center	Seton Medical Center Coastside	St. Francis Medical Center	Saint Louise Regional Hospital	St. Vincent Medical Center	System Office	Eliminations	Obligated Group Subtotal
Assets									
Current assets:									
Cash and cash equivalents	$ 2,663	$ 4,875	$ 256	$ 21,598	$ 3,934	$ 7,153	$ 3,467	$ –	$ 43,946
Patient accounts receivable	31,505	23,933	4,695	58,838	10,631	25,632	–	–	155,234
Due from government agencies	2,307	1,795	–	10,444	219	5,372	–	–	20,137
Due from related organizations	8,000	24,682	–	262,631	5,855	13,948	202,540	(477,535)	40,121
Other current assets	15,360	8,696	261	42,648	4,887	16,875	9,301	–	98,029
Other restricted assets	–	–	–	–	–	–	–	–	–
Total current assets	59,835	63,981	5,212	396,159	25,526	68,980	215,308	(477,535)	357,467
Assets limited as to use:									
Other investments	–	–	–	–	–	2,967	–	–	2,967
Under bond indenture agreements	–	–	–	–	–	–	25,154	–	25,154
Total assets limited as to use	–	–	–	–	–	2,967	25,154	–	28,121
Property and equipment, net	32,875	27,210	386	98,233	12,099	44,755	293	–	215,851
Other long-term assets	18	86	2	329	5	139	6,981	–	7,560
Total assets	$ 92,728	$ 91,277	$ 5,600	$ 494,721	$ 37,630	$ 116,841	$ 247,736	$ (477,535)	$ 608,999

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Balance Sheet (continued)

As of June 30, 2016
(In Thousands)

	Obligated Group Subtotal	Marillac Insurance Company, Ltd.	Verity Medical Foundation	Verity Business Services	Verity Holdings, LLC	All Other Entities	Eliminations	VHS Total
Assets								
Current assets:								
Cash and cash equivalents	$ 43,946	$ 2,707	$ 2,881	$ 53	$ 13,041	$ 3,729	$ –	$ 66,357
Patient accounts receivable	155,234	–	4,413	–	–	677	–	160,324
Due from government agencies	20,137	–	–	–	–	–	–	20,137
Due from related organizations	40,121	–	5,496	9,387	–	933	(55,937)	–
Other current assets	98,029	5,464	2,209	429	539	4,031	(4,428)	106,273
Other restricted assets	–	–	–	–	12,074	–	–	12,074
Total current assets	357,467	8,171	14,999	9,869	25,654	9,370	(60,365)	365,165
Assets limited as to use:								
Other investments	2,967	47,895	–	–	48,294	13,087	–	112,243
Under bond indenture agreements	25,154	–	–	–	–	–	–	25,154
Total assets limited as to use	28,121	47,895		–	48,294	13,087	–	137,397
Property and equipment, net	215,851	–	1,798	295	26,692	276	–	244,912
Other long-term assets	7,560	–	519	117	55	2,110	–	10,361
Total assets	$ 608,999	$ 56,066	$ 17,316	$ 10,281	$ 100,695	$ 24,843	$ (60,365)	$ 757,835

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Balance Sheet (continued)

As of June 30, 2016
(In Thousands)

	O'Connor Hospital	Seton Medical Center	Seton Medical Center Coastside	St. Francis Medical Center	Saint Louise Regional Hospital	St. Vincent Medical Center	System Office	Eliminations	Obligated Group Subtotal
Liabilities and net assets									
Current liabilities:									
Accounts payable	$ 8,968	$ 5,490	$ 102	$ 4,337	$ 1,877	$ 6,782	$ 4,582	$ –	$ 32,138
Accrued liabilities and other current liabilities	27,286	32,469	1,639	59,627	9,380	25,486	38,678	–	194,565
Current portion of long-term debt	699	857	–	3,642	424	783	–	–	6,405
Due to government agencies	–	–	–	–	–	1,155	–	–	1,155
Due to related organizations	148,039	82,663	19,694	92	52,875	156,061	33,928	(477,535)	15,817
Total current liabilities	184,992	121,479	21,435	67,698	64,556	190,267	77,188	(477,535)	250,080
Pension obligations	62,132	486	64	117,726	6,959	94,797	19,363	–	301,527
Workers' compensation & HPL/GL	–	–	–	–	–	–	5,199	–	5,199
Other long-term liabilities	179	2,773	–	173	–	2,215	27,559	–	32,899
Long-term debt – net of current portion	49,154	60,248	–	71,984	29,774	55,025	109,031	–	375,216
Total liabilities	296,457	184,986	21,499	257,581	101,289	342,304	238,341	(477,535)	964,921
Net (deficit) assets:									
Unrestricted	(203,729)	(93,709)	(15,899)	237,088	(63,659)	(228,756)	9,396	–	(359,267)
Temporarily restricted	–	–	–	52	–	622	–	–	674
Permanently restricted	–	–	–	–	–	2,671	–	–	2,671
Total net (deficit) assets	(203,729)	(93,709)	(15,899)	237,140	(63,659)	(225,463)	9,396	–	(355,922)
Total liabilities and net assets	$ 92,728	$ 91,277	$ 5,600	$ 494,721	$ 37,630	$ 116,841	$ 247,736	$ (477,535)	$ 608,999

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Balance Sheet (continued)

As of June 30, 2016
(In Thousands)

	Obligated Group Subtotal	Marillac Insurance Company, Ltd.	Verity Medical Foundation	Verity Business Services	Verity Holdings, LLC	All Other Entities	Eliminations	VHS Total
Liabilities and net assets								
Current liabilities:								
Accounts payable	$ 32,138	$ 178	$ 3,767	$ 54	$ 225	$ –	$ –	$ 36,362
Accrued liabilities and other current liabilities	194,565	15,317	6,112	1,793	499	143	(1,026)	217,403
Current portion of long-term debt	6,405	–	54	–	188	–	–	6,647
Due to government agencies	1,155	–	–	–	–	–	–	1,155
Due to related organizations	15,817	–	2,990	6,310	–	30,821	(55,938)	–
Total current liabilities	250,080	15,495	12,923	8,157	912	30,964	(56,964)	261,567
Pension obligations	301,527	–	–	–	–	–	–	301,527
Workers' compensation & HPL/GL	5,199	31,749	–	–	–	–	(3,401)	33,547
Other long-term liabilities	32,899	–	–	–	253	214	–	33,366
Long-term debt – net of current portion	375,216	–	–	–	5,140	–	–	380,356
Total liabilities	964,921	47,244	12,923	8,157	6,305	31,178	(60,365)	1,010,363
Net (deficit) assets:								
Unrestricted	(359,267)	8,822	4,393	2,124	34,022	(24,089)	–	(333,995)
Temporarily restricted	674	–	–	–	60,368	12,288	–	73,330
Permanently restricted	2,671	–	–	–	–	5,466	–	8,137
Total net (deficit) assets	(355,922)	8,822	4,393	2,124	94,390	(6,335)	–	(252,528)
Total liabilities and net assets	$ 608,999	$ 56,066	$ 17,316	$ 10,281	$ 100,695	$ 24,843	$ (60,365)	$ 757,835

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Statement of Operations

For the Year Ended June 30, 2016
(In Thousands)

	O'Connor Hospital	Seton Medical Center	Seton Medical Center Coastside	St. Francis Medical Center	Saint Louise Regional Hospital	St. Vincent Medical Center	System Office	Eliminations	Obligated Group Subtotal
Unrestricted revenues and other support:									
Net patient service revenue	$ 241,063	$ 198,552	$ 19,743	$ 381,146	$ 82,898	$ 198,029	$ –	$ –	$ 1,121,431
Provision for doubtful accounts	(3,651)	(5,041)	118	(9,210)	(2,088)	(6,323)	–	–	(26,195)
Net patient service revenue less provision for doubtful accounts	237,412	193,511	19,861	371,936	80,810	191,706	–	–	1,095,236
Premium revenue	625	–	–	79,191	–	16,596	–	(246)	96,166
Other operating revenue	7,324	888	570	3,456	153	1,131	129,109	(128,865)	13,766
Contributions	91	123	15	3,901	24	95	–	–	4,249
Total unrestricted revenues and other support	245,452	194,522	20,446	458,484	80,987	209,528	129,109	(129,111)	1,209,417
Expenses:									
Salaries and benefits	168,114	143,527	15,639	194,710	54,557	102,451	18,958	–	697,956
Supplies	37,962	29,993	1,690	37,239	7,548	46,435	(2,111)	–	158,756
Purchased services and other	85,872	72,577	3,112	179,770	27,193	95,464	136,987	(129,111)	471,864
Depreciation and amortization	9,836	7,976	184	13,957	2,659	9,832	493	–	44,937
Interest – net	3,184	3,385	13	4,022	2,178	4,485	3,034	–	20,301
Total expenses	304,968	257,458	20,638	429,698	94,135	258,667	157,361	(129,111)	1,393,814
Operating (loss) income	(59,516)	(62,936)	(192)	28,786	(13,148)	(49,139)	(28,252)	–	(184,397)
Investment income	–	–	–	–	–	–	693	–	693
(Deficiency) excess of revenues over expenses	(59,516)	(62,936)	(192)	28,786	(13,148)	(49,139)	(27,559)	–	(183,704)

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Statement of Operations (continued)

For the Year Ended June 30, 2016
(In Thousands)

	O'Connor Hospital	Seton Medical Center	Seton Medical Center Coastside	St. Francis Medical Center	Saint Louise Regional Hospital	St. Vincent Medical Center	System Office	Eliminations	Obligated Group Subtotal
Change in pension liability	$ (7,886)	$ 410	$ 54	$ (23,590)	$ (1,817)	$ (20,157)	$ (995)	$ –	$ (53,981)
Other	(17,105)	(7,168)	(1,031)	(2,892)	(5,272)	(9,001)	423	–	(42,046)
Net assets released from restrictions used for purchase of property and equipment	736	920	–	148	36	63	–	–	1,903
(Decrease) increase in unrestricted net assets	$ (83,771)	$ (68,774)	$ (1,169)	$ 2,452	$ (20,201)	$ (78,234)	$ (28,131)	$ –	$ (277,828)

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Statement of Operations (continued)

For the Year Ended June 30, 2016
(In Thousands)

	Obligated Group Subtotal	Marillac Insurance Company, Ltd.	Verity Medical Foundation	Verity Business Services	Verity Holdings, LLC	All Other Entities	Eliminations	VHS Total
Unrestricted revenues and other support:								
Net patient service revenue	$ 1,121,431	$ –	$ 35,369	$ –	$ –	$ 4,879	$ –	$ 1,161,679
Provision for doubtful accounts	(26,195)	–	(506)	–	–	(33)	–	(26,734)
Net patient service revenue less provision for doubtful accounts	1,095,236	–	34,863	–	–	4,846	–	1,134,945
Premium revenue	96,166	–	26,682	–	–	1		122,849
Other operating revenue	13,766	12,943	6,465	17,019	8,643	(24)	(35,850)	22,962
Contributions	4,249	–	–	–	12,074	322	–	16,645
Total unrestricted revenues and other support	1,209,417	12,943	68,010	17,019	20,717	5,145	(35,850)	1,297,401
Expenses:								
Salaries and benefits	697,956	–	21,799	12,612	145	3,381	(12,612)	723,281
Supplies	158,756	–	5,310	127	110	1,241	(127)	165,417
Purchased services and other	471,864	17,693	58,846	4,175	6,544	1,165	(23,006)	537,281
Depreciation and amortization	44,937	–	1,952	105	1,384	35	(105)	48,308
Interest – net	20,301	–	(25)	–	317	–	–	20,593
Total expenses	1,393,814	17,693	87,882	17,019	8,500	5,822	(35,850)	1,494,880
Operating (loss) income	(184,397)	(4,750)	(19,872)	–	12,217	(677)	–	(197,479)
Investment income	693	1,340	–	–	–	17	–	2,050
(Deficiency) excess of revenues over expenses	(183,704)	(3,410)	(19,872)	–	12,217	(660)	–	(195,429)

Verity Health System of California, Inc.
(Formerly Daughters of Charity Health System)

Consolidating Statement of Operations (continued)

For the Year Ended June 30, 2016
(In Thousands)

	Obligated Group Subtotal	Marillac Insurance Company, Ltd.	Verity Medical Foundation	Verity Business Services	Verity Holdings, LLC	All Other Entities	Eliminations	VHS Total
Change in pension liability	$ (53,981)	$ –	$ –	$ –	$ –	$ –	$ –	$ (53,981)
Other	(42,046)	–	19,382	–	21,807	799	–	(58)
Net assets released from restrictions used for purchase of property and equipment	1,903	–	–	–	–	(21)	–	1,882
(Decrease) increase in unrestricted net assets	$ (277,828)	$ (3,410)	$ (490)	$ –	$ 34,024	$ 118	$ –	$ (247,586)

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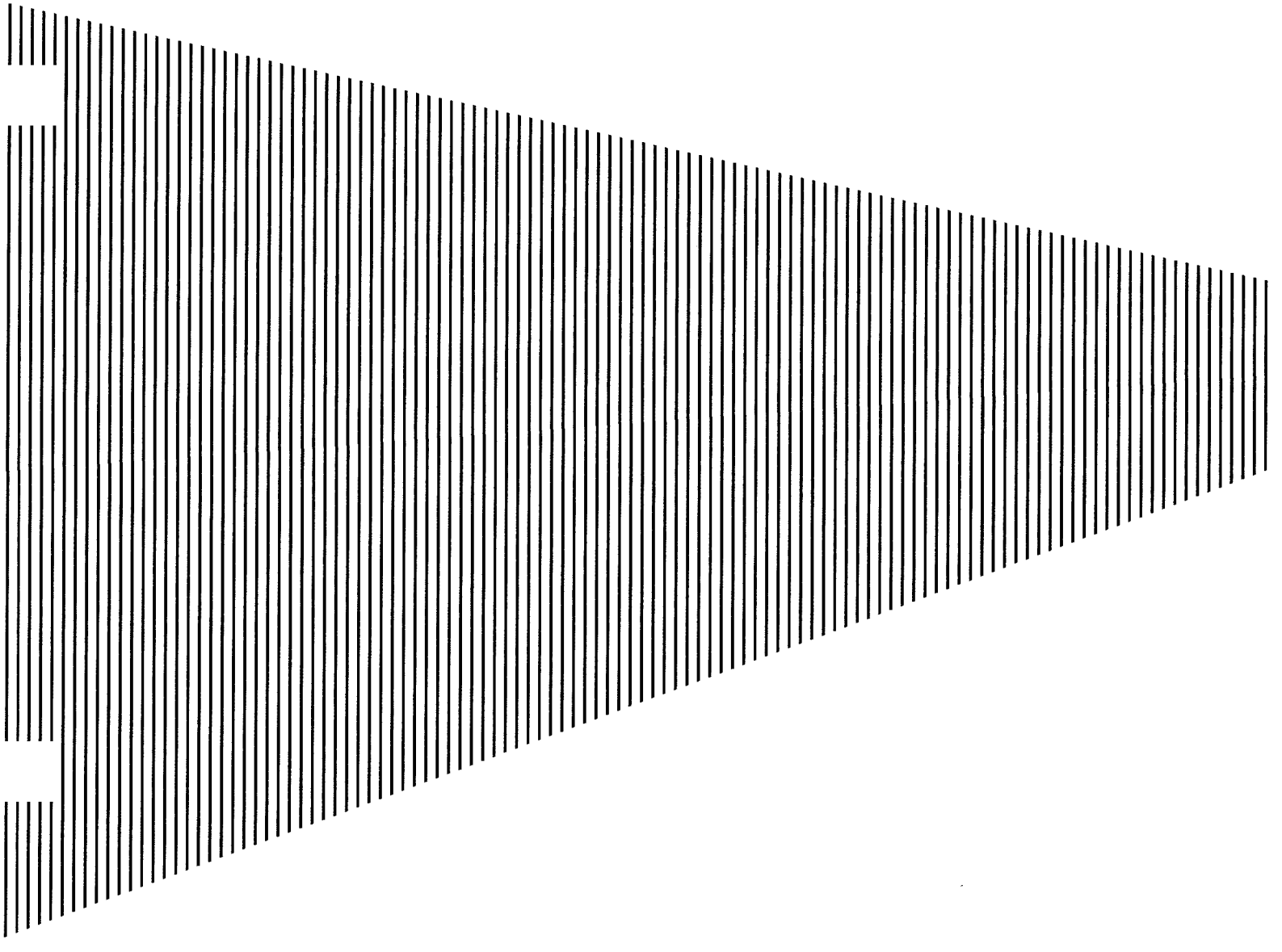

#38

Title 11, California Code of Regulations, § 999.5(d)(11)(G)

Copies of any requests for opinions to the Internal Revenue Service for rulings attendant to this transaction and any Internal Revenue Service responses thereto

There have not been any requests for opinions to the Internal Revenue Service for rulings attendant to this Transaction.

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Title 11, California Code of Regulations, § 999.5(d)(11)(H)

Pro forma post-transaction balance sheet for the surviving or successor nonprofit corporation

Please see description in Section 999.5(d)(4)(B).

As stated above, VHS and its affiliated entities will file a plan of liquidation to be confirmed pursuant to Section 1129 of the Bankruptcy Code (the "Plan"). Depending on the timing of the close, VHS anticipates filing the Plan before the end of the calendar year 2019. VHS expects that the Plan will establish a "liquidating trust" (the "Trust") and appoint a "liquidating trustee." On the "effective date" of the Plan, all assets will be transferred to the Trust. The liquidating trustee's power and authorities and responsibilities will be set forth in a trust agreement and will include, among other things, (i) overseeing the implementation of the Plan, including with respect to management, control, and operation of the liquidating debtors, (ii) effectuate the wind down and ultimate dissolution of the debtors as legal entities, (iii) make distributions to creditors, (iv) pursue claims, counterclaims, and causes of action assigned to the Trust or the control of which is assumed by the Trust pursuant to this Plan, and (iv) take any other action required or permitted by the Plan. After consummation of the Plan, the liquidating trustee will request a final decree to close the Bankruptcy Cases, which may be one to two years after the Plan is confirmed, but could be longer depending on the nature and time of any litigation pursued by the trustee.